

Document Number
TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement"), is granted by
Owner Name

(the "Owner") to the City of Wisconsin Rapids (the "City").

R E C I T A L S :

A. The Owner is the fee holder of certain real property in the City of Wisconsin Rapids, Wood County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A. (the "Property").

B. The City has requested that the Owner grant a temporary construction easement (the "Temporary Construction Easement") of (5') feet for the entire length of the parcel along 12th Street S.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. The Owner grants to the City, and its licensees, a temporary easement and right-of-way. This will be for the purposes of construction, reconstruction, excavation, grading activities and/or removal of driveways, grass areas and walks. To facilitate this, the City may need to remove sprinklers, trees, fences, retaining walls, and various other landscaping items. The City will have the right of ingress and egress for the purpose of this grant, over the Easement Area. The City agrees to construct all such improvements no later than December 31, 2019.

2. Indemnification. The City shall indemnify the Owner from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the City's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Owner or its agents or employees.

3. Consistent Uses Allowed. The Owner reserves the right to use the Temporary Construction Easement for purposes that will not interfere with the City's full enjoyment of the Easement rights granted in this Agreement.

4. Restoration of Temporary Construction Easement. The City shall restore all grassed, graveled or paved surfaces that have been disturbed within the Temporary Construction Easement. The following list of items shall be removed, restored or protected by the Property Owner; trees, shrubs and various other vegetation. Trees can be removed by the City if the owner wishes. The City shall replace damaged sprinklers on private property only if previously marked by property owner. Structures such as fences, retaining walls and lawn decorations can be relocated by the City, but the property owner waives all claims against the City for any damages.

5. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the City and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

6. Non-Use. Non-use or limited use of the Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

7. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

8. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Wood County, Wisconsin.

9. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

10. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

11. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

This space is reserved for recording data

Return to

CITY CLERK
CITY OF WISCONSIN RAPIDS
444 WEST GRAND AVENUE
WISCONSIN RAPIDS, WI 54495

Parcel Identification Number/Tax Key Number

34-XXXXX

12. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

13. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever.

Dated: _____

Dated: _____

By: _____
(Owner)

By: _____
(City)

Name: _____

Name: Zachary Vruwink

Title: _____

Title: Mayor, City of Wisconsin Rapids

ACKNOWLEDGMENT

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF _____

STATE OF WISCONSIN
COUNTY OF _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

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ON _____

ON _____

BY _____

BY _____

(Signature, Notary Public, State of Wisconsin)

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

(Date Commission Expires)

EXHIBIT A (Attached)