

PARKING EASEMENT AGREEMENT

THIS **PARKING EASEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into as of the 11th day of June, 2019, by and between the **CITY OF HARTFORD**, a municipal corporation of the State of Wisconsin located in Washington County ("City") and the **Thomas J. Masters.**, an individual person ("Masters").

RECITALS

1. Masters is the owner in fee simple of that certain real property situated in the City of Hartford, County of Washington, State of Wisconsin, which property is more particularly described as set forth on Exhibit A (hereinafter "Parking Property").

2. The City and Masters have agreed to establish certain easements and agreements running with Parking Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Public Parking Easement.** Masters grants to City and its successors and assigns, for the benefit of the public, a non-exclusive parking easement providing continuous, uninterrupted access for public parking on the Parking Property, which shall be governed by City Ordinances and written agreement. This Easement shall continue for a period of ten (10) years from the date of this Agreement (the "Easement Period"). After the Easement Period, this Agreement shall continue in full force and effect, but may be terminated by either party by giving 180 day written notice.

2. **Routine Maintenance.** The parties acknowledge that, following the initial construction of the parking lot, City shall be solely responsible for routine maintenance of the easement area including, but not limited to, snow and ice removal and asphalt repair.

3. **Notices.** Any notice provided under this agreement shall be deemed given upon personal service, e-mail transmission, or within two days after mailing by certified mail to the following addresses (or such other addresses as may be provided by notice to the other party) delivered by certified mail:

Masters: Thomas J. Masters

City: Administrator City of Hartford

109 N. Main Street
Hartford, WI 53027
E-Mail:

4. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors or assigns.

5. Modifications. No agreement shall be effective to add, change, modify, waive or discharge this Agreement in whole or in part unless such agreement is in writing and signed by the City and owner of the Parking Property at the time for entering into such agreement.

6. Waiver and Construction. No waiver of any default by any party hereto shall be implied from any omission by the other party hereto to take any action in respect to such default if such default continues or is repeated. One or more waivers of any default in the performance of any term, provision or covenant of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant, or any other term, provision or covenant of this Agreement. The singular number includes the plural and the masculine gender includes the feminine and neuter. If any provision of this Agreement be declared invalid or unenforceable by a legislative, administrative or judicial body of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and shall be unaffected by same. If any provision herein shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

7. Enforcement. The parties agree that any violation of this Agreement may be restrained by injunction and any violation or threatened violation of any term, condition or obligation set forth in this Agreement and that each of the terms, conditions and obligations shall be subject to an action for specific performance (except where the payment of money is required by this Agreement), it being agreed by all parties that an action for damages would not be an adequate remedy for breach of this Agreement.

8. Cumulative Remedies. All rights, remedies and recourses under this Agreement or otherwise are separate and cumulative and may be pursued separately, successively or concurrently, are nonexclusive in the exercise of any one or more of them and shall in no way limit or prejudice any other legal or equitable right, remedy or recourse to which any party may be entitled.

9. Authority. All parties hereby represent and warrant that the person signing on behalf of the party has the authority to enter into this Agreement and that it has read and understands the effect of all the terms and conditions of the Agreement.

10. Headings. The headings used in this Agreement are inserted solely for purposes of identifying the various paragraphs and subparagraphs contained herein and are for the convenience of the parties hereto. Such headings are in no way intended to describe, interpret, define, or limit the scope of this Agreement, or any of the paragraphs or subparagraphs hereto, or the intent of the parties hereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first set forth above.

City of Hartford

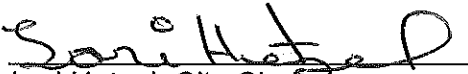
Date:

By:


Timothy C. Michalak, Mayor

Date:

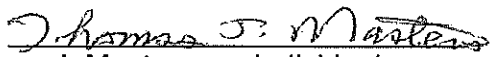
By:


Lori Hetzel, City Clerk

Thomas J. Masters

Date:

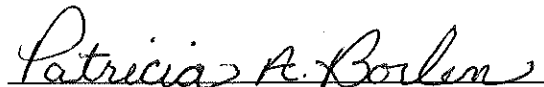
By:


Thomas J. Masters, an individual person

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

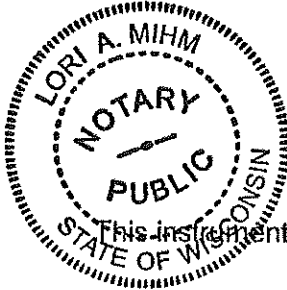
The foregoing instrument was acknowledged before me this 13th day of June, 2019 by Timothy C. Michalak, Mayor, and Lori Hetzel, City Clerk, on behalf of the City of Hartford, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public, Washington County, WI
My commission: 1/31/2020

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

X Thomas J. Masters

The foregoing instrument was acknowledged before me this 19th day of July, 2019
by Thomas J. Masters, to me known to be the person who executed the foregoing
instrument and acknowledged the same.



L. A. Miham
Notary Public, Washington County, WI
My commission: 3-12-2021

This instrument was drafted by Attorney Ian Prust, O'Meara Law Firm, LLC.

EXHIBIT A

Parking Property