

## PARKING AND ACCESS EASEMENT

### Parcel ID Number:

After recording return to:

City Attorney  
City of Waukesha  
201 Delafield Street  
Waukesha WI 53188-3646

The Grantor, JPD GC Waukesha 2, LLC, a Wisconsin limited liability company, for a good and valuable consideration, hereby conveys to the Grantee, the City of Waukesha, a Wisconsin municipal corporation, a Parking and Access Easement across and upon the following-described real property in Waukesha County, Wisconsin, referred to as the "Easement Area", subject to all the terms stated below:

### Legal Description of the Easement Area:

See attached Exhibit A.

### Map of the Easement Area on the property:

See Attached Exhibit B.

### Terms of Easement

1. **Grant of Easement.** The Grantor grants to the Grantee a perpetual, non-exclusive, parking and a vehicular and pedestrian access easement and right-of-way over and upon the Easement Area. The easement is granted for the benefit of the general public and to allow the general public to:
  - a. Access the Easement Area by vehicular and pedestrian traffic to the Easement Area and to access parkland adjacent to the Easement Area including a right of ingress and egress across the the Easement Area.
  - b. Park vehicles in designated public parking areas within the Easement Area which shall be available daily for three (3) hour public parking from 7:00 a.m. to 7:00 p.m. Grantee shall be responsible for monitoring such parking. Grantor shall have the exclusive use of the designated parking areas from 7:00 p.m. to 7:00

a.m. daily. Grantee shall prepare the necessary signage for the parking areas in which public parking shall be allowed. From time to time the Grantee may request use of the designated parking areas outside of the times set forth herein and Grantor agrees to consider such requests and will not unreasonably withhold permission.

- c. Grantor, at Grantor's sole expense, shall construct the parking area in the location designated and depicted on the attached map of the Easement area, according to the specifications required by the City of Waukesha. Once constructed by Grantor, Grantor shall repair, maintain and replace parking spaces according to commercially reasonable standards.
- d. Grantor warrants to Grantee that Grantor has fee simple title to the Easement Area and can grant the easement described in this instrument to Grantee without the permission or consent or participation of any third party. Grantor will defend the claims of any such third party.

**2. Restrictions within Easement Area.** Grantor, and any persons or entities under contract with Grantor or subject to Grantor's direction or control, shall not do any of the following within the Easement Area without the expressed, written, prior approval of the Grantee:

- a. Place or construct any buildings, barriers or other permanent structures which reasonably should be expected to interfere with Grantee's rights granted in Section 1.
- b. Place any items or do any acts which reasonably should be expected to interfere with Grantee's rights granted in Section 1.

**3. Consistent Uses Allowed.** The Grantor reserves the right to use the Easement Area for purposes that will not interfere with the rights granted to Grantee by this instrument. The Grantee shall not be responsible for the maintenance, repair, or replacement of any improvements placed within the Easement Area by the Grantor, whether the improvements are above or below grade.

**4. Covenants Run with Land.** All terms and conditions of this instrument shall run with the land, shall be binding upon and inure to the benefit of, all of Grantor's and Grantee's successors in interest.

**5. No Waiver by Non-Use.** Neither non-use nor limited use of the rights granted by this instrument shall constitute a waiver or partial waiver of later exercise and enforcement of such rights.

**6. Governing Law.** This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.

**7. Entire Agreement.** This instrument 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 recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

**8. Notices.** All notices to either party to this instrument 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, the party giving 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.

9. **Severability.** If any term or condition of this instrument is deemed invalid or unenforceable by a court of competent jurisdiction, such invalid or unenforceable provision shall be severed, and the remainder shall remain fully enforceable.
10. **Waiver.** Waiver of the right to exercise any right granted by this instrument shall not be deemed, inferred or construed by the acts or inactions of the parties, and shall only be effective if expressly stated, in writing, by the waiving party.
11. **No Public Dedication.** The rights granted by this instrument shall not be deemed to be a public dedication of any fee interest in the Easement Area.
12. **Indemnity.** Grantee shall indemnify, defend and hold Grantor and its members, managers and officers, harmless from and against any and all loss, liability, claim, injury, damage, cost and/or expense arising out of or related to use of the Easement Area by Grantee or any invitee of Grantee. The indemnification obligations of each party under this section shall survive the termination of this Agreement. Grantee shall maintain a commercial general liability insurance policy insuring against personal injury, property damage and/or death relating to or arising from exercise of the rights granted hereunder, in commercially reasonable amounts.
13. **Default.** In the event that any party shall default in the performance of any of its obligations under the terms of this Agreement, the non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall cure such default within thirty (30) days after the giving of such notice, except that the cure period shall be extended to a reasonable time to cure any default that cannot reasonably be cured within the thirty (30) day period, provided the defaulting party has commenced to cure within the thirty (30) day period and diligently pursues a cure at all times thereafter until the default is cured. If the defaulting party shall fail or refuse to cure such default within the applicable cure period, the non-defaulting party may attempt to cure the default and shall be reimbursed by the defaulting party for all reasonable, actual costs incurred in so doing, and the non-defaulting party can take any action allowed by law or equity to enforce its rights, including, without limitation, obtaining injunctive relief, which the parties recognize is an appropriate remedy since monetary damages may not be sufficient.

Conveyance made this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Grantor: JPD GC Waukesha 2, LLC

\_\_\_\_\_  
By: Michael Weiss  
Title: Authorized Agent

\_\_\_\_\_  
By:  
Title:

State of Wisconsin  
} ss.  
Waukesha County

\_\_\_\_\_ and \_\_\_\_\_ personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public,  
Waukesha County, Wisconsin  
My commission (is permanent) (expires\_\_\_\_\_)

**Grantee: City of Waukesha**

\_\_\_\_\_  
By Shawn N. Reilly, Mayor

\_\_\_\_\_  
Attest: Gina L. Kozlik, City Clerk

State of Wisconsin

} ss.

Waukesha County

Shawn N. Reilly and Gina L. Kozlik personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public,

Waukesha County, Wisconsin

My commission (is permanent) (expires \_\_\_\_\_)

This instrument was drafted by Julie M. Gay  
Asst. City Attorney, Waukesha, Wisconsin.

**Exhibit A**

**Legal Description of the Easement Area:**

**Exhibit B**

**Map of the Easement Area on the property:**