

**RIGHT-OF-WAY USE, INDEMNIFICATION AND WAIVER
AGREEMENT**

DOCUMENT NO. _____

The **Village of Elm Grove** ("Grantor") hereby grants _____ ("Grantee") a limited non-exclusive license to make those specific improvements and/or modifications to the Village's right-of-way that are described herein within the Village's right-of-way in consideration for the representations and warranties contained herein by Grantee, on its own behalf and on behalf of its successors in interest.

1. Licensed Area.
 - a. Subject to the provisions of this Agreement, the Grantee shall have a limited, non-exclusive right to make the improvements and/or modifications expressly described herein within that _____ x _____ foot area of the public right-of-way located on the _____ [e.g. north] side of the property commonly referred to as _____ in the Village of Elm Grove, County of Waukesha, Wisconsin. The licensed area is depicted, and the legal description of the Grantee's adjacent property is contained, in the attached Exhibit A. (Certified Survey Map)
 - b. Complete Legal Description

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| RETURN TO: Village Clerk 13600 Juneau Blvd. Elm Grove, WI 53122 |
| Tax Key EGV _____ |

2. Scope of Consent.
 - a. Grantee shall have the right to make only those improvements/modifications expressly described in the attached Exhibit B.
 - b. No other modifications or improvements shall be made to or within the Village's right-of-way without the Village's prior written consent.
 - c. Use of the Village's right-of-way is by permission only and the Village retains all rights and interest in the right-of-way.
 - d. Modifications and/or improvements permitted by the Village are at the Applicant's own risk and the Village shall have no responsibility for replacement, reimbursement, or restoration of any modifications or improvements made by the Applicant as a result of damage, removal, and/or destruction from whatever cause.
 - e. The Village shall have the right to remove and/or modify any and all landscaping, modifications and improvements within the Village right-of-way at any time without prior notification.
 - f. If the area is not maintained to the satisfaction of the Village, Applicant shall, within such time period as is reasonably established by the Director of Public Works in the written notice provided by the Village, remedy or remove the improvements and/or modifications to the satisfaction of the Director of Public Works.
 - g. The cost of removal of modifications and/or improvements by the Village shall be billed to the then current owner(s) of the property and, upon failure to pay within thirty (30) days, shall be assessed as a special charge against the abutting property.
3. **Indemnification. Grantee, on behalf of Grantee and on behalf of its successors in interest, represents and warrants that it shall indemnify the Village, its officers, agents, and employees and save each of them harmless from all claims, demands, actions and rights of action for personal injury (including death) and/or damage (including destruction) of property and all other damages of whatever kind arising out of,**

in consequence of, or on account of any modifications, improvements, or use by the Grantee of the Village's right-of-way.

- 4. The representations and warranties contained herein shall run with the land and shall be binding upon the current property owner(s) and their successors in interest to the subject property and this Right-of-Way Use, Indemnification and Waiver Agreement may be recorded with the Waukesha Register of Deeds.
- 5. The undersigned represent that they have read, understand, and do hereby consent to all of the provisions contained herein.

TYPE OR PRINT IN BLACK INK ONLY

GRANTEE SIGNATURE _____

GRANTEE SIGNATURE _____

Date _____

Property Address _____

Description and location of requested Right-of-Way Improvements and Locations:

State of Wisconsin }
 }ss.
 County of Waukesha }

Personally came before me this _____ day of _____ 20__, the above named _____, who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My Commission: _____

For Village Use Only:

Application Receipt Date: _____

Date Reviewed: _____

Village Seal

Reviewed by: _____

Drafted by: _____

Referral to Public Works/Utility Committee: ____ Yes ____ No Date of Review _____

Village Board of Trustees Action Date [if applicable] _____

Approved: _____
 _____[Name and Title]

Recording Fee \$30.00 due at time of application