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EASEMENT

This Easement made this 6th day of December, 1973,
6th December 1973

by and between Schaus Bros., Inc., a Wisconsin corporation, hereinafter referred to as Grantor, and the City of Manitowoc, a municipal corporation located in the County of Manitowoc in the State of Wisconsin, hereinafter called City, witnesseth:

1. Grantor hereby grants, releases, assigns, sets over, sells and quit claims unto City a perpetual right of way or easement forever over and across the land hereinafter specifically described, for the purpose of clearing, trenching for, laying, constructing, maintaining and repairing a sanitary sewers or pipe lines necessarily or conveniently incident to City's general plan of a sewage disposal plant with all of its necessary apparatus and appurtenances, which said disposal plant has already been constructed and is now in operation.

2. The land over and across which said easement or right of way is granted is specifically described as follows:

An easement for sanitary sewer construction across a tract of land located in Lot 2 of Berner's Re-Subdivision of Lot 2 in subdivision of the SE $\frac{1}{4}$ of Section 25, T. 19 N., R. 23 E. described as follows:

Commencing at the intersection of the west line of said Lot 2 and the south line of Calumet Avenue, thence south a distance of 454.2 feet to the point of real beginning, thence east 120 feet, thence south 15 feet, thence west 120 feet, thence north 15 feet to the point of real beginning.

3. City is to have and to hold the above described land for the uses and purpose herein set forth forever.

4. Grantor grants herewith unto City the right and privilege to use so much additional ground on either or both sides of the above described easement as may be necessary for City in maintaining repairing or altering said sewer or sewers to pipelines.

5. Grantor hereby agrees that it and its personal representatives, administrators, grantees and assigns, will permit the City by and through its proper officers, agents or employees at any and all time, when necessary or convenient to do so, to go over and upon the described land in order to perform any and all acts necessary or convenient for City in order to maintain or repair the sewer or the sewers or pipelines and properly to carry into effect the purposes for which this grant was made.

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6. Grantor agrees not to molest, disturb or in any manner interfere with City's officers, agents or employees in regard to clearing, trenching for, laying, constructing, maintaining or repairing the sewers or pipeline.

7. The above described land herein mentioned shall be kept by grantor in such condition at all times that City by and through its proper officers, agents or employees can enter upon the land without hindrance or obstruction.

8. The consideration supporting this agreement is the sum of \$ 100.00 in hand paid by City to Grantor, the receipt of which is hereby ^{\$100.00} acknowledged and further consideration as herein stated.

9. In consideration of the payment of said sum of \$ 100.00 ^{\$100.00} by City to Grantor, the Grantor does hereby and herewith release and relinquish unto City any and all right, claim or demand that it may now or hereafter have against City in connection with the construction of the sewers.

10. City shall not be liable for any fences about the land over which said easement is granted.

Executed at Manitowoc, Wisconsin, this 6th day of December, 1973. 6th December

Schaus Bros., Inc.

By: James W. Schaus V.P.
James W. Schaus, Vice President

By: Allen F. Schaus
Allen F. Schaus, Secretary

Signatures of James W. Schaus and Allen F. Schaus

authenticated this 6th day of December, 1973.
6th December 1973

This document drafted by
Paul D. Lawent

James R. Oberly
James R. Oberly
Member State Bar of Wisconsin

RECEIVED FOR RECORD
1973 DEC 26 AM 11 42
Robert B. Brandl
REGISTER OF DEEDS

12/17/73 12/17/73
Com. recommends acceptance of easement
A. F. Gollata George Kaufman
A.F. Gollata George Kaufman
Mike Pezzani
Mike Pezzani
Donald E. Gollata
Donald E. Gollata
J. A. Van Ells
J. A. Van Ells

ok A. V. Dufek
OK A. V. Dufek
Mayor
12-20-73
12/20/73

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