

23-0616

DOCUMENT NO. 001

**TDS Exclusive
EASEMENT**

This Easement is made as of the last signature date below by City of Manitowoc ("**Grantor**").

Grantor is the owner of the real property located at Manitowoc Vacant Lot, identified as Parcel Identification Number 05225000016000 (the "**Parcel**").

Grantee wishes to acquire limited rights to access and use a portion of the Parcel measuring approximately 10' foot wide, 17.43' foot western side, 9' foot eastern side strip where cable is centered as placed as more particularly described in the attached Exhibit A (the "**Easement Area**").

NOW, THEREFORE, for valuable consideration of \$1.00 and other good and valuable consideration, Grantor does hereby give, grant and convey to [TDS Telecom](#), LLC and its successors and assigns (collectively, "**Grantee**"), a perpetual easement upon, in, under, over, across, and along the Parcel to the extent outlined below (the "**Easement**"):

Legal Description for TDS Easement:

Located in part of Lot 3 of Elmhurst Addition to Manitowoc, and part of the Northeast Quarter of the Northwest Quarter of Section 19, Township 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin, more particularly described as follows:

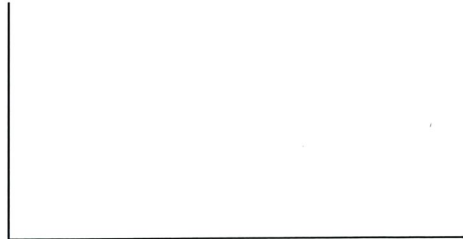
Commencing at the North Quarter Corner of said Section 19; thence South 00 degrees 41 minutes 41 seconds West along the North-South Quarter Line of said Section 19, a distance of 591.31 feet; thence North 88 degrees 17 minutes 05 seconds West, a distance of 33.00 feet to the intersection of the North Right-of-Way (ROW) Line of U.S.H. 10 / S.T.H. 42 (Waldo Blvd) and the West ROW Line of N. 18th Street; thence continuing North 88 degrees 17 minutes 05 seconds West along said North ROW Line, a distance of 124.85 feet to the Point of Beginning; thence continuing North 88 degrees 17 minutes 05 seconds West along said North ROW Line, a distance of 10.00 feet; thence North 1 degree 42 minutes 55 seconds East perpendicular to said North ROW Line, a distance of 17.43 feet to the South ROW Line of Clermont Street as described in a Street Dedication as recorded in Document No. 1003269 in Volume 2153 Page 21 at the Manitowoc County Register of Deeds Office, also being the beginning point of a curve; thence 13.14 feet along the arc of a curve concave to the Northeast and along said South ROW

RETURN TO:

Attn: Sean Murray
Route Acquisition
TDS Telecom
525 Junction Road
Madison WI 53717

Parcel ID #: 05225000016000

Line, having a radius of 40.00 feet, and measured along a chord bearing South 48 degrees 09 minutes 38 seconds East, a distance of 13.08 feet to the ending point of said curve; thence South 1 degree 42 minutes 55 seconds West perpendicular to said North ROW Line, a distance of 9.00 feet to the Point of Beginning.



1. Grantee may construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground cables, wires, ducts, conduits, and other equipment and accessories pertaining to the operation of Grantee's telecommunications systems (collectively, the "Facilities") upon, in, under, across, and along the Easement Area.
2. Grantee will have the right of ingress to and egress from the Easement Area via the Parcel.
3. Grantee may cut down and control the future growth of trees, brush and other vegetation in the Easement Area which may, in Grantee's sole but reasonable judgment, interfere with Grantee's use of the Easement.
4. Grantee will repair any physical damage to the Parcel caused by Grantee's use of the Easement; alternatively, in Grantee's sole discretion, Grantee may compensate Grantor for the reasonable value of such damage.
5. Grantor may not engage in any activity that interferes with or unduly inconveniences Grantee's full use and enjoyment of the Easement; otherwise, Grantor may use any portion of the Parcel, inside or outside the Easement Area, in any reasonable manner.
6. Any Facilities installed within the Easement Area at Grantee's expense shall remain Grantee's property, removable at Grantee's option.
7. Grantor covenants that it is the sole owner of the Parcel and the Parcel is free and clear of any encumbrances and liens that may interfere with the rights conveyed to Grantee herein.
8. Grantor's and Grantee's obligations under this Easement shall be binding upon their respective successors and assigns.

TDS TELECOM USE ONLY
Company No. 0890
Easement No. EMTW-23-010
Exchange No. 0932
WBS Element: TC-220932030

DATED: _____

Signature

Print Name

Signature

Print Name

STATE OF WISCONSIN)
) SS.
COUNTY OF)

On this day *[enter signer(s) name(s)]* personally appeared before me, the undersigned, a Notary Public in and for the above-referenced state, proved to me through presentation of a government-issued identification card to be the person(s) whose name(s) is/are subscribed to the foregoing Easement and acknowledged to me that (s)he/they executed the same for the purposes and consideration expressed therein. Given under my hand and seal of office this ____ day of _____, 2023.

Signature of Notary

SEAL

Printed Name of Notary

Notary Public, _____ County, State of _____

My Commission Expires: _____ [DATE]

The instrument was drafted by: TDS Telecommunications LLC
Insertions by: Sean Murray