

EASEMENT AGREEMENT

THIS AGREEMENT, made by and between **Leo Driessen**, Grantor and the **City of Kaukauna**, a **municipal corporation**, duly organized and existing by virtue of the laws of the State of Wisconsin, located in **Outagamie County**, Grantee.

WITNESSETH:

That for and in consideration of One Dollar (\$1.00), in hand paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, said Grantor hereby grants and conveys to the Grantee, its successors and assigns a permanent right-of-way and easement in the property described hereinafter, together with the right, privilege and authority to said Grantee, its successors and assigns, to construct, operate and maintain a storm sewer easement for the purpose of transporting storm water under the following described lands situated in the **City of Kaukauna, Outagamie County, Wisconsin**, to-wit:

This easement is described as follows: Commencing at the Southeast corner of Lot Six (6), Block Five (5) of the LAWE, MEADE and BLACKS ADDITION, said point also being the point of beginning; thence South 55° East, 30.14 feet; thence North 35° East, 21.00 feet; thence North 84° West, 46.63 feet; thence South 35° West, 5.98 feet; thence South 33° East, 12.65 feet; thence North 35° East 12.00 feet to the point of beginning.

This agreement shall also permit installation and maintenance of storm sewers by the Grantee and/or Grantees licensees, within the above-described easement area, and all of the provisions hereof shall apply thereto.

Grantor does further grant to the Grantee the following rights and privileges and the parties do further agree as follows:

1. Grantor grants to the Grantee the right to enter upon the easement and right-of-way for the purpose of installing, changing, repairing, replacing and removing the storm sewer, and to do any and all other such acts necessary in the proper construction, maintenance, safeguarding and operation of said sewer. Grantor does further grant to the Grantee the right to go upon the Grantor's property outside of the right-of-way for the purpose of gaining access to the right-of-way in the event direct access to the right-of-way is not practical. Grantee shall notify the Grantor, when possible, before going upon the Grantor's property, except in the event of an emergency.
2. Grantor agrees that it will not construct any improvement, plant any trees or change the grade more than one foot within the easement and right-of-way without first securing the prior written consent of the Grantee.
3. Grantee shall indemnify the Grantor from and against all loss, costs, injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Grantee's activities conducted on the easement and right-of-way, regardless of the cause of the injury, except to the extend caused by the gross negligence or misconduct of the Grantor or Grantor's agents or employees.
4. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land

Recorded
May 21, 2008 AT 12:44PM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$17.00
Total Pages 4



17.00
④

Return to:
Susan Duda, Clerk/Treasurer
City of Kaukauna
201 West Second Street
Kaukauna, WI 54130

Tax Parcel No.: (tax key no.)
32-2-0382

and shall be binding upon, and inure to the benefit of, and be enforceable by the Grantor and Grantee and their respective successors and assigns. The Grantor and any successor or assign to the Grantor as fee simple owner of the easement and right-of-way shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the Grantor and any successor or assign has transferred the fee simple interest.

Dated this 29th day of April, 2008.

Leo Driessen

Leo Driessen, Grantor

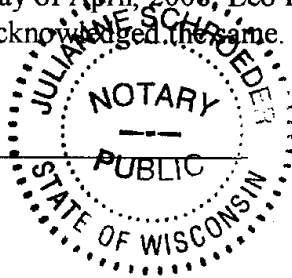
Grantor

State of Wisconsin)
) ss.
County of Outagamie)

Personally came before me, this 29th day of April, 2008, Leo Driessen, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Julianne Schreder

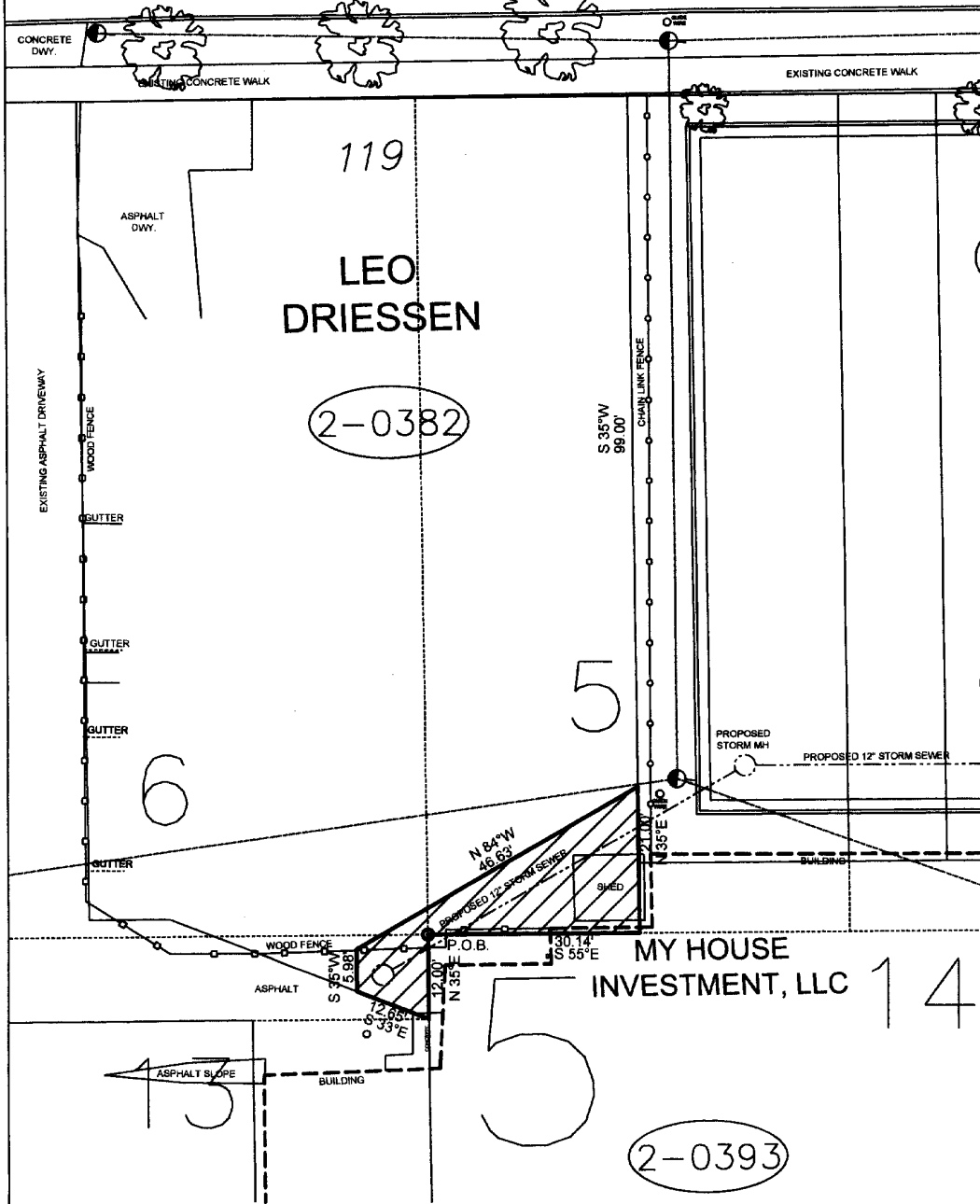
Notary Public, State of Wisconsin
My commission expires 9/22/2010



THIS DOCUMENT DRAFTED BY PAUL VAN BERKEL, CITY ATTORNEY, CITY OF KAUKAUNA, WISCONSIN.

STORM SEWER EASEMENT

DOTY STREET



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

CITY OF KAUKAUNA ENGINEERING DEPARTMENT	DRAWN BY: <u>STRELCHECK, P.E.</u>	SHEET <u>1</u> OF <u>2</u>
	APPROVED: <u>SUNDELIUS, P.E.</u>	FILE: _____
	DATE: <u>APRIL 23, 2008</u>	

STORM SEWER EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 5 OF THE LAWE, MEADE AND BLACKS ADDITION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S 55° E, 30.14 FEET; THENCE N 35° E, 21.00 FEET; THENCE N 84° W, 46.63 FEET; THENCE S 35° W, 5.98 FEET; THENCE S 33° E, 12.65 FEET; THENCE N 35° E, 12.00 FEET TO THE POINT OF BEGINNING.

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

CITY OF KAUKAUNA ENGINEERING DEPARTMENT	DRAWN BY: <u>STRELCHECK, P.E.</u>	SHEET <u>2</u> OF <u>2</u>
	APPROVED: <u>SUNDELIOUS, P.E.</u>	FILE: _____
	DATE: <u>APRIL 23, 2008</u>	