

## EASEMENT AGREEMENT

THIS AGREEMENT, made by and between **BOWLAND, LLC, 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 is easement is described as follows:

A part of Lots Five (5), Six (6) and Thirteen (13) , in Block Five (5), Lawe, Meade and Black's Addition, located in Private Claim 1, All in Township 21 North, Range 18 East, City of Kaukauna, Outagamie County, Wisconsin, containing 500 Square Feet (0.011 Acres) of land more or less and being further described as follows:

Commencing at the Southeasterly corner of Lot 6 of said Block 5 and being the point of beginning;

Thence South 35°10'54" West 12.00 feet along the Easterly line of said Lot 13;

Thence North 32°24'50" West 12.18 feet;

Thence North 35°11'16" East 5.38 feet to the Southerly line of said Lot 6;

Thence South 83°49'08" East 47.28 feet;

Thence South 35°11'16" West 21.00 feet to the Southerly line of said Lot 5;

Thence North 54°42'31" West 30.09 feet along the Southerly line of said Lot 5 to the point of beginning.

Less and excepting any portion of the above described lands that is located within an existing building that has a foundation.

Part of tax parcels 2-0383 and 2-0382. Owned by Bowland LLC

This agreement shall also permit installation and maintenance of storm sewers by the Grantee and/or Grantees licenses, 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. Grantor shall indemnify the Grantee 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 extent 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 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.

IN WITNESS WHEREOF, Jason Daniel Hurst, Registered Agent of Bowland, LLC, has agreed to and executed this Easement this \_\_\_\_ day of \_\_\_\_\_, 2021.

By:

\_\_\_\_\_  
Jason D. Hurst, Registered Agent

Signature of Jason D. Hurst authenticated on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed/printed name of Notary Public

Notary Public, State of \_\_\_\_\_

My Commission (expires) (is) \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission (expires) (is) \_\_\_\_\_

This instrument was drafted by  
Allyson Watson Brunette  
Planning and Community Development Department  
144 W. Second Street  
Kaukauna, WI 54130  
(920) 766-6315

## **ATTACHMENTS**

**EXHIBIT A** – Legal Description of Easement Area

**EXHIBIT B** – Storm Sewer Easement Exhibit

### **EXHIBIT A**

#### **LEGAL DESCRIPTION OF EASEMENT AREA**

A part of Lots Five (5), Six (6) and Thirteen (13) , in Block Five (5), Lawe, Meade and Black's Addition, located in Private Claim 1, All in Township 21 North, Range 18 East, City of Kaukauna, Outagamie County, Wisconsin, containing 500 Square Feet (0.011 Acres) of land more or less and being further described as follows:

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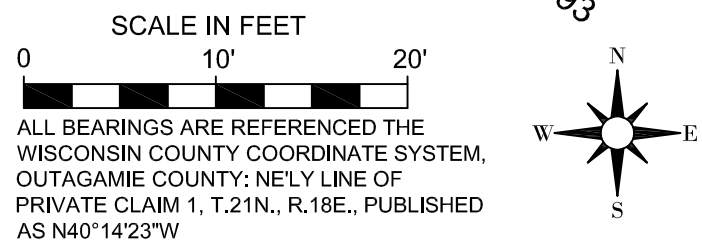
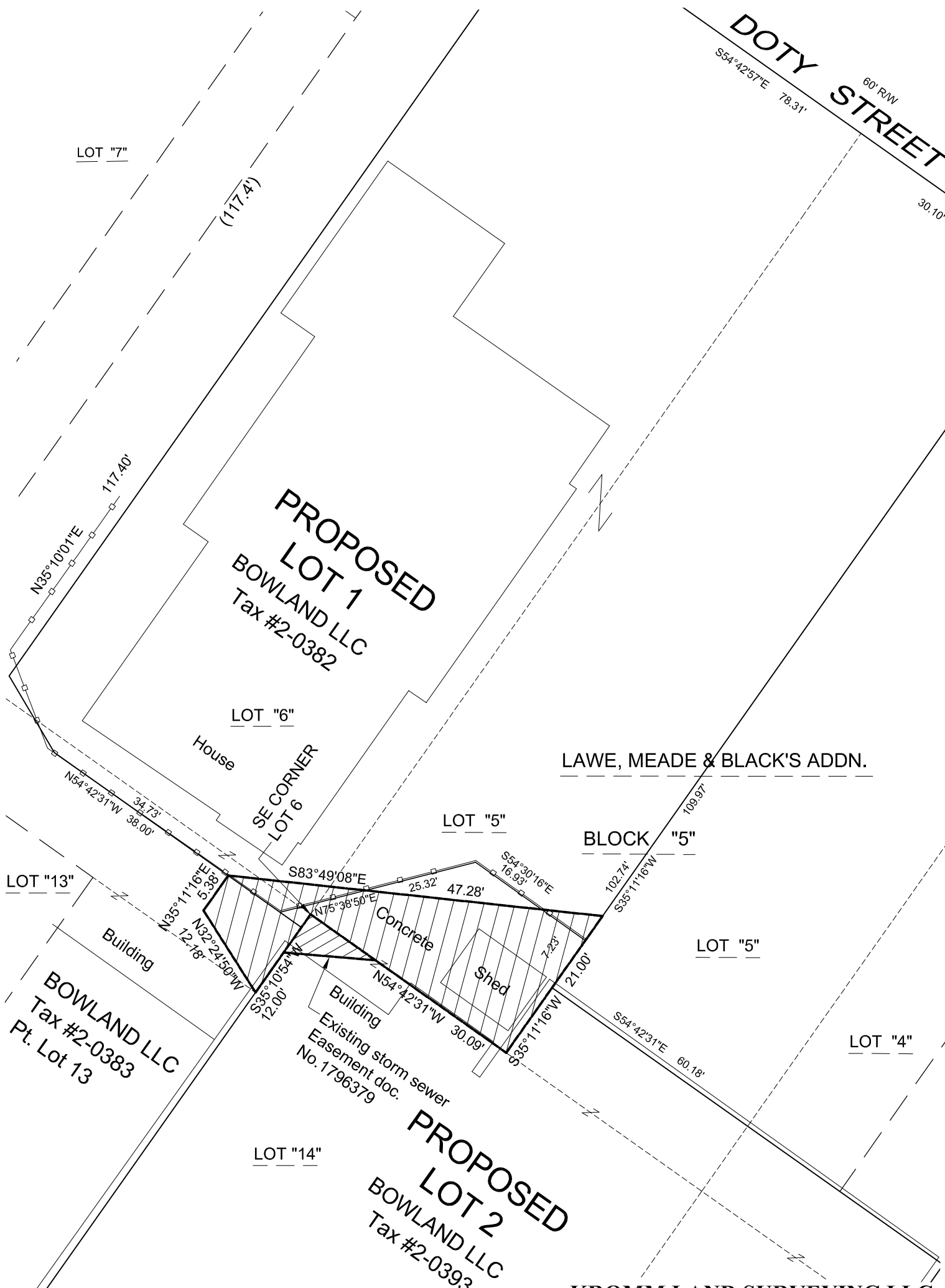
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Part of tax parcels 2-0383 and 2-0382. Owned by Bowland LLC

EXHIBIT B:

# STORM SEWER EASEMENT EXHIBIT

A PART OF LOTS FIVE (5), SIX (6) AND LOT THIRTEEN (13), IN BLOCK FIVE (5), LAWE, MEADE AND BLACK'S ADDITION, LOCATED IN PRIVATE CLAIM 1, TOWNSHIP 21 NORTH, RANGE 18 EAST, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN.



**KROMM LAND SURVEYING LLC.**  
 200 PROSPECTOR COURT  
 KAUKAUNA, WI 54130  
 920-996-9649  
 Kromm2062@gmail.com  
 Kls\2021\L\_Kavanaugh\_0414\_2021