

EASEMENT

For good and valuable consideration which **LAWRENCE UNIVERSITY OF WISCONSIN**, hereinafter referred to as "grantor", owner of land, acknowledges receipt of, grants and warrants to the **CITY OF APPLETON, of Outagamie, Calumet and Winnebago Counties, Wisconsin**, hereinafter referred to as "grantee", a permanent storm sewer easement upon, within and beneath a part of grantor's land described herein.

See Exhibit "A" for the easement area description, Exhibit "B" for a Map of the easement area and Exhibit "C" for Restoration Terms, attached hereto and incorporated herein by reference.

- 1. **Purpose:** The purpose of this easement is for the Grantee to access, install, regrade, replace, relocate, operate, maintain, resize and repair a storm sewer and associated appurtenances. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.
- 2. **Access:** Grantee or its agents shall have the right to enter the grantor's land for exercising its rights in the easement area.
- 3. **Buildings or Other Structures:** The grantor agrees that no buildings or permanent structures will be erected in the easement area.
- 4. **Elevation:** The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than 4 inches without the written consent of grantee.
- 5. **Restoration:** Restoration shall be in conformance with the attached Exhibit "C", Term Sheet for Sewer Easement.
- 6. **Notification:** Grantee shall provide advance notice to Grantor (except in emergency situations, in which event notice shall be provided as soon as is practical) of any activity with a reasonable likelihood of interfering or disrupting Grantor's operations, and to conduct such activities at mutually agreeable times.
- 7. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Record and return to:
 City of Appleton – City Attorney's Office
 100 North Appleton Street
 Appleton, WI 54911-4799
 Tax Key No.: 31-2-0213-00

LAWRENCE UNIVERSITY OF WISCONSIN

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

STATE OF WISCONSIN)

) ss

OUTAGAMIE COUNTY)

Personally came before me this ____ day of _____, 2019, the above-named, _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My commission expires _____

EXHIBIT "A"

The Servient Property Is Described As:

City of Appleton Tax Parcel No.31-2-0213-00.

The Permanent Easement Area Is Described As:

A part of Lot One (1), **REPLAT NUMBER TEN**, a Replat of parts of Blocks Seventeen and D, Appleton Plat and a part of vacated Appleton Street per a Final Resolution recorded on February 27th, 1974 as document number 679893, all being located in Government Lot 3 of Section Twenty-Six (26), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin containing 1,719 square feet of land and being further described by:

Commencing at the Meander corner to the South ¼ corner of said Section 26 being North 00°29'42" West 289.04 of said South ¼ corner;

Thence South 00°29'42" East 58.74 feet coincident with the East line of Government Lot 3 of said Section 26;

Thence South 89°30'18" West 56.42 feet to the Southwesterly line of Rocky Bleier Run and being the point of beginning;

Thence South 36°29'16" West 54.42 feet;

Thence South 25°26'25" East 20.14 feet to the Northwesterly line of Water Street;

Thence South 60°50'49" West 20.04 feet coincident with the Northwesterly line of Water Street;

Thence North 25°26'25" West 33.44 feet;

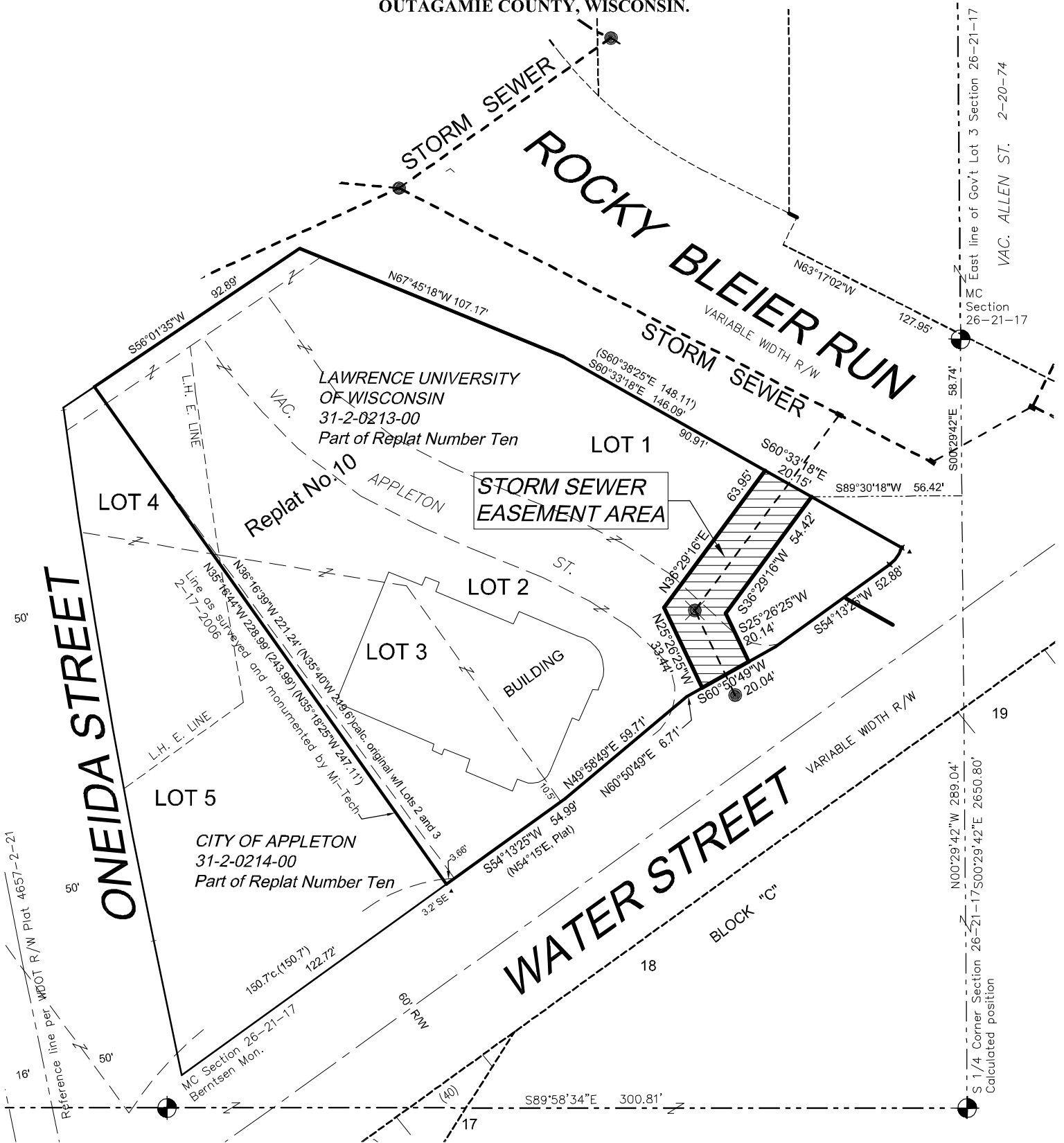
Thence North 36°29'16" East 63.95 feet to the Southwesterly line of Rocky Bleier Run;

Thence South 60°33'18" East 20.15 feet coincident with the Southwesterly line of Rocky Bleier Run to the point of beginning.

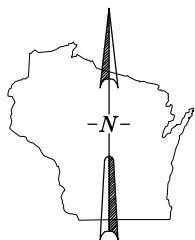
STORM EASEMENT EXHIBIT "B"

ROCKY BLEIER RUN AND WATER STREET





LOCATED IN GOVERNMENT LOT 3 OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

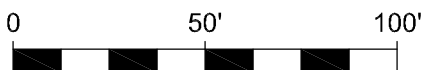


BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY, SOUTH LINE OF THE SW 1/4 OF SECTION 26, T.21N., R.17E., RECORDED TO BEAR N.89°58'34"W.



-----LEGEND-----

-  = Government Corner
-  = Historic Parcel Line
-  = Measurement of Record
-  = Storm Sewer Easement



CITY OF APPLETON

DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
100 NORTH APPLETON STREET
APPLETON, WI 54911

920-832-6474

DRAFTED BY: T. KROMM

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EXHIBIT "C"

"...meeting community needs...enhancing quality of life."

Non-Binding Term Sheet for Sewer Easement
100 W. Water Street – Lawrence Academy of Music
August 1, 2019

Grantor: Lawrence University

Grantee: City of Appleton

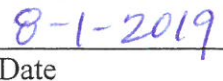
Overview: Grantee has requested an easement to facilitate connection of storm sewer lateral across Grantor's property at 100 W. Water Street. Said project will require disruption of Grantor's business activities on the property as well as destruction of existing sidewalks and parking facilities. Grantee has requested an expedited approval process from Grantor given an unanticipated issue with the project as originally planned.

Obligations of Grantor: Provide an easement granting permanent right-of-way for below-grade sewer infrastructure to be installed, owned, operated, and maintained by the Grantee. In the interest of expedience, Grantor waives appraisal of the easement value. Grantor will bear one third of the cost for the resurfacing, sealing, and striping of the entire existing parking lot. Grantor will be responsible for ongoing maintenance of the University-owned parking lot and sidewalks on the property following completion of the project.

Obligations of Grantee: Plan, install, operate, and maintain below-grade sewer infrastructure in the easement area provided by the Grantor. Grantee will replace in-kind any concrete sidewalks, curb, and gutter damaged as a result of the project. Additionally, in lieu of payment for this easement, and reflecting the anticipated damage to Grantor's parking facilities, Grantee will arrange for and carry out the resurfacing, sealing, and striping of the entire existing parking lot and bear two thirds of the final cost of that project. Grantee will draft easement documents for Grantor signature. Grantee will record easement documents with Outagamie County.



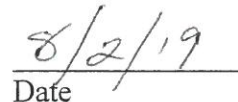
Director of Public Works
City of Appleton



Date



Assistant to the President
Lawrence University



Date