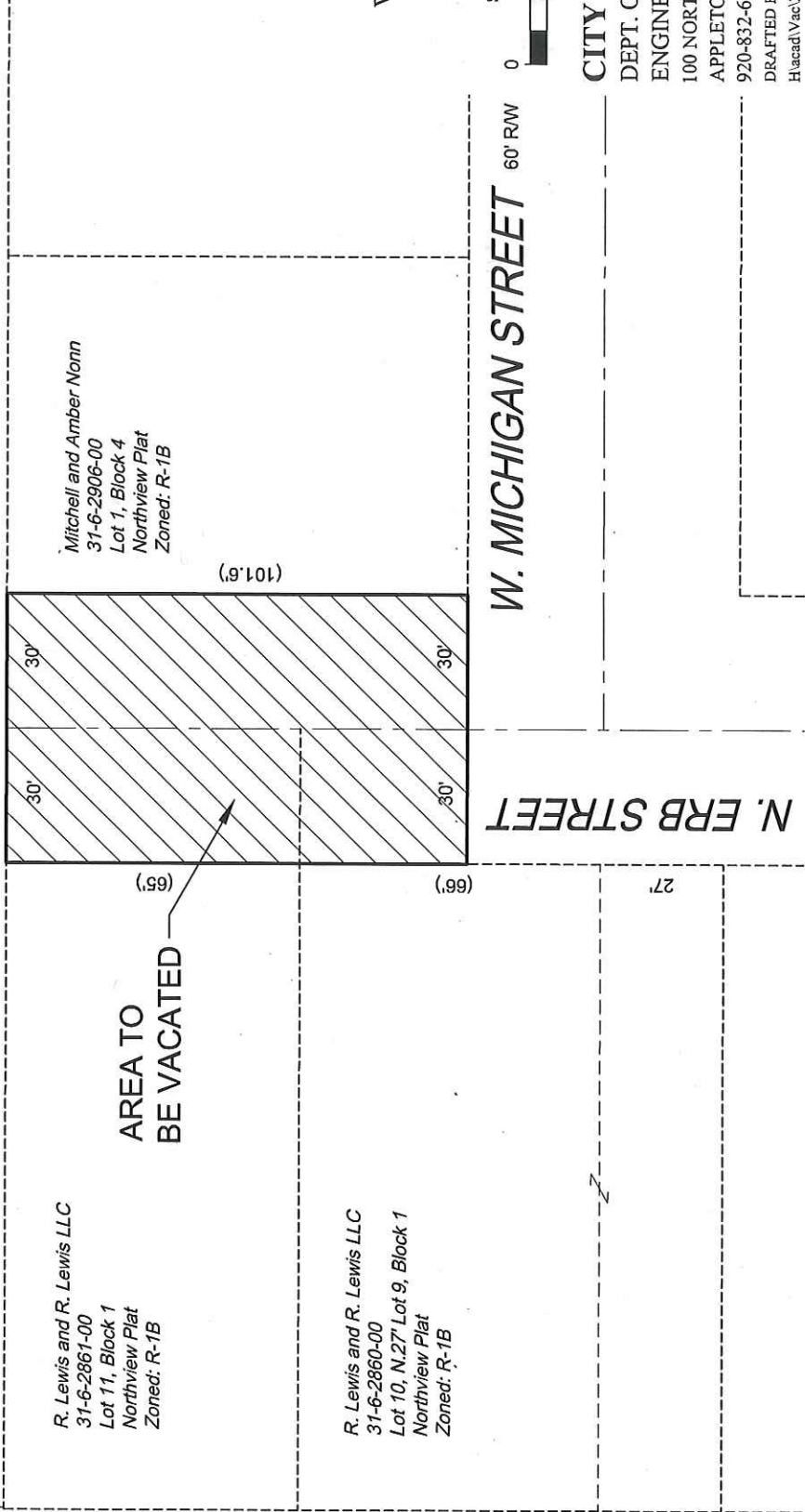


EXHIBIT "A"

ERB STREET VACATION

R. Lewis and R. Lewis LLC
 31-6-7704-00
 Lot 2, CSM #1926, Zoned: C-2



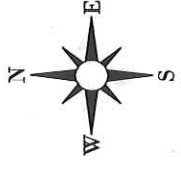
R. Lewis and R. Lewis LLC
 31-6-2861-00
 Lot 11, Block 1
 Northview Plat
 Zoned: R-1B

Mitchell and Amber Nonn
 31-6-2906-00
 Lot 1, Block 4
 Northview Plat
 Zoned: R-1B

R. Lewis and R. Lewis LLC
 31-6-2860-00
 Lot 10, N.27' Lot 9, Block 1
 Northview Plat
 Zoned: R-1B

W. MICHIGAN STREET 60' RW

N. ERB STREET



CITY OF APPLETON
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 100 NORTH APPLETON STREET
 APPLETON, WI 54911
 920-832-6474
 DRAFTED BY: T. KROMM
 H:\acad\Vac2019\Erb_Street_1029_2019

ERB STREET VACATION

LEGAL DESCRIPTION

A strip of land 60 feet in width and 101.6 feet m/l in length, containing 6,096 square feet of land and being further described as:

All that part of Erb Street lying North of the Westerly extension of the North line of Michigan Street, located in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 23, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin

See also attached Exhibit "A" for illustration.

EASEMENTS

The City of Appleton their heirs, successors and or assigns (Grantee) hereby retain an easement for any and all existing utilities and also any future utilities deemed necessary or desirable by Grantee within the vacated right of way, including but not limited to, storm sewer, drainage, sanitary sewer, watermain, gas, electric, cable and fiber optic within the entire length and width of the above described right of way.

It is further agreed that this easement shall be a permanent easement.

It is further agreed that Grantee shall have the right to install, regrade, replace, relocate, operate, maintain, resize and repair any and all of these utilities and their associated appurtenances. It is further agreed that after installing, regrading, replacing, relocating, operating, maintaining, resizing or repairing of these utilities and their associated appurtenances Grantee shall restore unimproved surfaces such as grass, gravel and dirt on said property, as closely as possible, to the condition previously existing. Grantee shall not be required to restore or compensate for any improvements or improved surfaces such as, but not limited to, curb and gutter, hard pavements, trees, shrubs and landscaping, disturbed as a result of the maintenance activities described herein. Buildings or any other type of permanent structure shall not be placed over Grantees' facilities or in, upon or over said easement area. This easement includes the right to operate any and all equipment deemed necessary by Grantee to perform said activities. Grantee agrees that it shall give timely notice to the Grantor of routine maintenance work.