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EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Olde River Condominiums, LLC, a Wisconsin Limited Liability Company, Owners of the hereinafter described property and grantors herein, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do grant, release and convey to the VILLAGE OF ALLOUEZ, a Wisconsin municipal corporation, Brown County, Wisconsin, grantee herein and its successors and assigns, a perpetual easement (Village's utility easement) for the purposes of constructing, inspecting, maintaining, and the repairing of a Sanitary Sewer and Watermain over, under and through the following described property with the right of access to said utility easement for such purposes, said property being located in the Village of Allouez, Brown County, Wisconsin, being more particularly described and portrayed on a map marked Exhibit A which is attached hereto and incorporated herein as part of this document:

Return to:
Mau & Associates, LLP
400 Security Blvd
Green Bay, WI 54313

Parcel Identification Number (PIN)
AL-121

Part of Lot 1, Volume 6, Certified Survey Maps, Page 105, Map No. 1477, Document No. 835129, Brown County Records, and part of Private Claim 21, East Side Fox River, Village of Allouez, Brown County, Wisconsin, more fully described as follows:
Commencing at the West meander corner between Private Claims 20 and 21, East Side Fox River; thence S37°58'00"W, 190.55 feet; thence N64°00'53"W, 14.53 feet to the West right of way of Riverside Drive, also known as S.T.H. "57" to the Northeast corner of Lot 1, Volume 6, Certified Survey Maps, Page 105, Map No. 1477, Document No. 835129, Brown County Records; thence S38°35'50"W, 10.79 feet along said West right of way to the point of beginning; thence N67°00'53"W, 380.09 feet; thence S47°35'18"W, 22.79 feet; thence N42°24'42"W, 27.04 feet; thence S47°35'18"W, 10.00 feet; thence S42°24'42"E, 27.04 feet; thence S47°35'18"W, 275.39 feet; thence N64°00'00"W, 143.04 feet; thence S47°27'20"W, 21.49 feet; thence S64°00'00"E, 164.49 feet; thence N47°35'18"E, 196.32 feet; thence S58°50'58"E, 122.84 feet; thence N87°32'03"E, 109.37 feet; thence N2°27'57"W, 20.00 feet; thence S87°32'03"W, 103.33 feet; thence N58°50'58"W, 110.90 feet; thence N47°35'18"E, 91.01 feet; thence S64°00'53"E, 334.69 feet; thence S25°59'07"W, 15.10 feet; thence S64°00'53"E, 10.00 feet; thence N25°59'07"E, 15.10 feet; thence S64°00'53"E, 17.34 feet; thence N38°36'03"E, 20.49 feet along said West right of way to the point of beginning.

This perpetual deed of easement, which shall run with the land, is granted upon the following conditions:

1. That the grantors, its successors or assigns, shall have the right to use and occupy the above described real estate, providing that such use and occupation will not in any manner disturb or interfere with grantee's full enjoyment of the easement rights hereby granted. Buildings, structures, large trees, and fences shall not be constructed on or over the easement.
2. Grantor further grants to the grantee the right to remove trees, bushes, gardens, undergrowth and other obstructions interfering with the Village's utility easement. The Grantee agrees to restore after completion of construction, the property to its previous condition or as close thereto as possible.
3. The grantee shall have the right of access to said easement, and the right to use said premises and the land adjacent thereto for the transportation and laying down of storage materials, tools, and equipment, the depositing and removal of materials; the removing, sloping, excavation, preserving, planting, modifying of land, trees and vegetation to facilitate the repair, maintenance, installation and construction of Village utilities and for other purposes incidental to the construction and maintenance of the Village utility easement.
4. The grantor herein does hereby covenant with said grantee that he/she is lawfully seized and possessed of the real estate above described, that he/she has good and lawful right to convey it or any part thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this agreement has been duly executed this _____ day
of _____, 2018.

OLDE RIVER CONDOMINIUMS, LLC

By: _____

Murray Basten, Member

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2018, the above named Murray
Basten, Member of Olde River Condominiums, LLC, to me known to be the persons who executed the
foregoing instrument and acknowledged the same.

Notary Public, County of Brown,
Wisconsin. My commission expires _____