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Joint School Dist # 2
Howard Brown

REGISTER'S OFFICE
Waukesha County, WIS.
RECORDED AT 12:40 P.M.
on MAY 11 1956 in
Vol. 3573 DEEDS Page-20

Clyde W. Hebermen
REGISTER OF D. CO.

SANITARY SEWER EASEMENT

Returns to
Wendy X
Lambert
Box 302

150

ORIGINAL

HOWARD G. BROWN
Attorney at Law
Milwaukee

THIS INDENTURE made this 11th day of May, 1955, between Joint School District #2 in the villages of Fox Point and Bayside in Milwaukee County and the town of Mequon in Ozaukee County, a municipal corporation, as Grantor, and the Village of Fox Point, a municipal corporation, as Grantee,

WITNESSETH:

Grantor, for itself, its successors and assigns, for and in consideration of One (\$1.00) Dollar and other good and valuable considerations to it paid by the Grantee, the receipt whereof is hereby acknowledged, has granted and conveyed and by these presents does grant and convey unto Grantee, its successors and assigns, an easement for the conducting and carrying away of sanitary sewage by means of an underground sewer, and for the installation, operation, use and necessary repair and maintenance, including reconstruction of such underground sewer, over and across those premises in the village of Fox Point, Milwaukee County, Wisconsin, described as follows:

The east 30 feet for a construction easement and the east 20 feet for a permanent easement of that parcel of land described as follows: Commencing at a point 663.93 feet North and 812.34 feet West of the Southeast corner of the Northeast 1/4 of Section 17, Town 8 North, Range 22 East in the Village of Fox Point, Milwaukee County, Wisconsin; thence N. 89° 51' 40" W. a distance of 702.18 feet; thence S. 5° 56' E. a distance of 301.69 feet; thence S. 89° 51' 40" E. a distance of 671.41 feet; thence N. 0° 04' 40" W. a distance of 300.00 feet to the place of beginning.

It is an express condition of the granting of this easement that so much of the surface or sub-surface of the soil as may be disturbed in the installation, operation, use and necessary repair and maintenance, including reconstruction, of such underground

sewer will, at the expense of Grantee, be replaced in substantially the same condition as it now is or may be, and the acceptance of this easement by Grantee and the installation or construction of such underground sewer shall constitute an express acceptance by Grantee of this condition to the granting of this easement.

Grantor consents to the entry by the employees, agents or representatives of Grantee necessary and incidental to the installation, operation, use and necessary repair and maintenance, including reconstruction, of such underground sewer, but reserves to itself the right to make such use of the land included in said easement, subject to the ordinances of the Village of Fox Point and the Statutes of the State of Wisconsin as will not disturb any such underground sewer, or prevent ingress and egress thereto for the purpose or proper operation, use and necessary repair and maintenance, including reconstruction thereof.

This indenture, upon its acceptance by grantee shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this indenture the day and year first above written.

In Presence Of:

Joint School District #2 in the villages of Fox Point and Bayside in Milwaukee County and the town of Mequon in Ozaukee County, a municipal corporation.

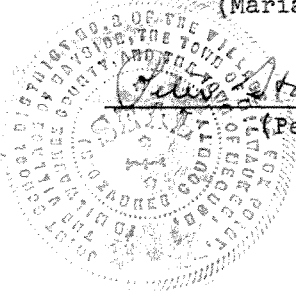
Marian W. Vidal
(Marian W. Vidal)

By Howard G. Brown
Howard G. Brown, Director.

Peter Stormouth
(Peter Stormouth)

Attest:

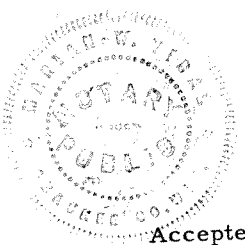
By E. Eugene Kohls
E. Eugene Kohls, Clerk.



DEED 3573 PAGE 22

STATE OF WISCONSIN)
: SS
MILWAUKEE COUNTY)

Personally came before me this 11th day of May, 1955,
Howard G. Brown, Director, and E. Eugene Kohls, Clerk, of the above
named municipal corporation, to me known to be the persons who
executed the foregoing instrument and to me known to be the persons
who executed the foregoing instrument and to me known to be such
Director and Clerk of said municipal corporation, and acknowledged
that they executed the foregoing instrument as such officers as the deed
of said corporation by its authority.



Marian W. Vidal
Notary Public, Milwaukee County, Wisconsin
My commission expires: July 24-1956
(Marian W. Vidal)

Accepted pursuant to the authority of the Village Board this 24th day
of January, ¹⁹⁵⁶ 1955.

VILLAGE OF FOX POINT

By: Evan C. Schwemer
(Evan C. Schwemer) President

By: Isabelle Galewski
(Isabelle Galewski) Clerk

