



400535

REGISTER'S OFFICE
WAUPACA COUNTY, WIS.

RECEIVED FOR RECORD.

MAR 4 1981

EASEMENT

At 8:00 a clock M. and recorded
in Vol 55 of U.S. L. on page 143
Clara B. Miller, Register

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned Everett Hanson and Isabelle Hanson, his wife, (hereinafter called OWNER whether one or more), hereby grants to CLOVERLEAF LAKES SANITARY DISTRICT NUMBER ONE, a municipal corporation, Town of Belle Plaine, State of Wisconsin, (hereinafter called DISTRICT) a perpetual easement for purposes of constructing and maintaining a sanitary sewer in, upon and over the following described property:

Part of the NE $\frac{1}{4}$ -SW $\frac{1}{4}$, NW $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 3, Township 25 North, Range 15 East, Town of Matteson, Waupaca County, Wisconsin, described as: the Northerly 50 feet of the West 20 acres of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 3 and the Northerly 50 feet of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 3 except any part of the Westerly 520 feet of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$.

The initial construction easement shall be 50 feet in width. After completion of the original construction, said easement shall be reduced to a 20 foot permanent maintenance easement extending 10 feet on each side of the sewer line as constructed to allow additional construction, maintenance, or repairs to said sewer or appurtenances incidental thereto, together with the right of access for such purposes.

This easement shall also include the right on the part of the DISTRICT to remove trees and other vegetation where necessary for the construction and maintenance contemplated herein. It is a condition of this easement that as soon as practicable after construction of said sewer, and also in case of subsequent alterations and repairs thereto, that all damaged property of the OWNER (except trees or vegetation necessarily removed) shall be restored to as reasonably good a condition as it had been in prior to said damage, without any cost to the OWNER for said restoration, including seeding, and/or sodding where an improved lawn is crossed. Black dirt shall be first stripped and stockpiled and after construction replaced and hand raked if necessary.

It is further a condition of this easement that the rights granted herein shall not be construed to interfere with or restrict the OWNER'S use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said sewer facilities.

A covenant is hereby made with the DISTRICT that OWNER

whatsoever which would prevent OWNER from conveying the easement
privileges described herein.

Witness our hands and seals this 29 day of JANUARY,
1981.

Everett Hanson
Everett Hanson

Isabelle Hanson
Isabelle Hanson

STATE OF WISCONSIN)
) ss
County of Shawano)

Personally came before me this 29 day of JANUARY,
1981, the above named Everett Hanson and Isabelle Hanson, his
wife, to me known to be the persons who executed the foregoing
instrument and acknowledged the same.

Gerald L. Koenig
Notary Public SHAWANO County, Wis.
My commission IS PERMANENT

This instrument was drafted by:
Attorney Gerald L. Koenig,
Shawano, Wisconsin.