

**EASEMENT AGREEMENT**

Document Number

THIS TEMPORARY EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between the CITY OF KAUKAUNA, a Wisconsin municipality (“**City**”), and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the “**State**”).

**WITNESSETH:**

**WHEREAS**, the State owns real property along the Fox River within the City, known as the Wisconsin Avenue Seawall.

**WHEREAS**, the City owns real property adjacent to the State property and near the City’s Downtown Commercial and Entertainment District;

**WHEREAS**, the City and State deem it desirable to make improvements to the property by removing existing structures and building a mooring, fishing and observation seawall to benefit the general public;

**WHEREAS**, the City intends to engage in an improvement project, maintain the completed project in an attractive, inviting and safe matter, keep the facilities open to the general public during reasonable hours consistent with the type of facility and obtain all government approvals necessary to construct and maintain the facilities for the duration of this temporary easement.

**WHEREAS**, the Fox River Navigational System Authority supports the City’s improvement project as it benefits the intended use of the Fox Locks System;

**WHEREAS**, the Wisconsin Department of Natural Resources has granted the City funding through the Recreational Boating Facilities Program in support of the City’s improvement project;

**WHEREAS**, in connection with the City’s improvement project, the State desires to grant a temporary easement to the City for the property legally described and depicted on Exhibit A (“**Easement Area**”) attached hereto and incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the State and City agree as follows:

Name and Return Address:

Div. of Facilities and Transportation  
State of WI – Dept. of Administration  
101 E. Wilson Street, 10<sup>th</sup> Floor  
Madison, WI 53703

321032400, U.S. Government (Parcel H)

Parcel Identification Numbers

Incorporation of Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the State and City have relied.

Temporary Easement. The State hereby grants to the City a temporary easement over, under and across the State Property to construct the City's improvement project. The City shall have the right, at its sole discretion, cost and expense to remove certain improvements from the temporary easement area, including but not limited to demolishing the existing wood deck, asphalt removal or resurfacing, removal to facilitate relocation of an existing bench, and turf and landscaping removal. The City shall have the right, at its sole discretion, cost and expense to construct within the temporary easement area its improvement project, including but not limited to constructing a seawall, constructing a concrete staircase and installing a handrail, constructing a concrete sidewalk and installing a handrail, constructing a new deck for mooring, fishing and observation, installing the relocated bench, asphalt pavement restoration as needed, turf restoration and landscaping as needed, installation of rip rap, and installation of decorative stone.

Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief.

Maintenance of Property. City agrees to maintain the improvements in an attractive, inviting and safe matter and keep the facilities open to the general public during reasonable hours consistent with the type and public use of the facility. City further agrees to keep the paved areas, stairs and dock free of snow, mud, ice, refuse and garbage to allow pedestrian ingress and egress on and around the improvements.

Damage. The City shall be solely responsible for any and all costs and expenses of repairing damage to improvements within the easement area.

Term. The temporary easement granted and any agreements made herein shall constitute covenants running with the land, provided, however, that this agreement and the temporary easement created shall terminate upon one of the following events occurring: 1) this temporary easement and agreement expires on December 1, 2029, or 2) a permanent easement and agreement replacing the temporary easement and agreement is recorded prior to the expiration of this temporary easement and agreement on December 1, 2029. Upon expiration of this temporary easement and agreement, parties shall agree to execute and record a release of this easement and agreement in the Outagamie County Register of Deeds Office. Upon executing a permanent easement and agreement replacing the temporary easement and agreement, both parties shall agree to execute a release of the temporary easement and agreement and record it in the Outagamie County Register of Deeds Office.

Severability. All provisions of this Agreement are deemed severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

Amendment or Termination. This Agreement may be amended or terminated only by a document signed by all parties hereto or their respective successors or assigns, and duly recorded in the office of the Outagamie County, Wisconsin Register of Deeds.

Governing Law. This Agreement shall at all times be governed by and enforced in accordance with the laws of the State of Wisconsin.

No Rights in Public; No Implied Easements. Nothing contained in this agreement, including the grant of the temporary easement, shall be deemed to constitute a dedication of any property or any portion or portions thereof, to any governmental body, agency or entity, or to the general public, or to be construed to create any rights in or for the benefit of any person not a party to this Agreement. No easement except the temporary easement expressly set forth herein shall be implied by this Agreement.

[Signatures Begin on the Following Page]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first set forth above.

**STATE OF WISCONSIN, DEPARTMENT  
OF ADMINISTRATION:**

By: Paul Hammer  
Its: Deputy Secretary

By: \_\_\_\_\_

**CITY OF KAUKAUNA, WISCONSIN:**

By:  
Its:

By: \_\_\_\_\_

[Acknowledgment on following page]

**CITY OF KAUKAUNA, WISCONSIN**

By: \_\_\_\_\_  
Name:  
Its:

STATE OF WISCONSIN    )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the City of Kaukauna, Wisconsin, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[Signatures Continue on Following Page]

**STATE OF WISCONSIN, DEPARTMENT  
OF ADMINISTRATION**

By: \_\_\_\_\_  
Name: Paul Hammer  
Its: Deputy Secretary

STATE OF WISCONSIN    )  
  ) SS  
COUNTY OF DANE        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named Paul Hammer, to me known to be the Deputy Secretary of the State of Wisconsin, Department of Administration, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

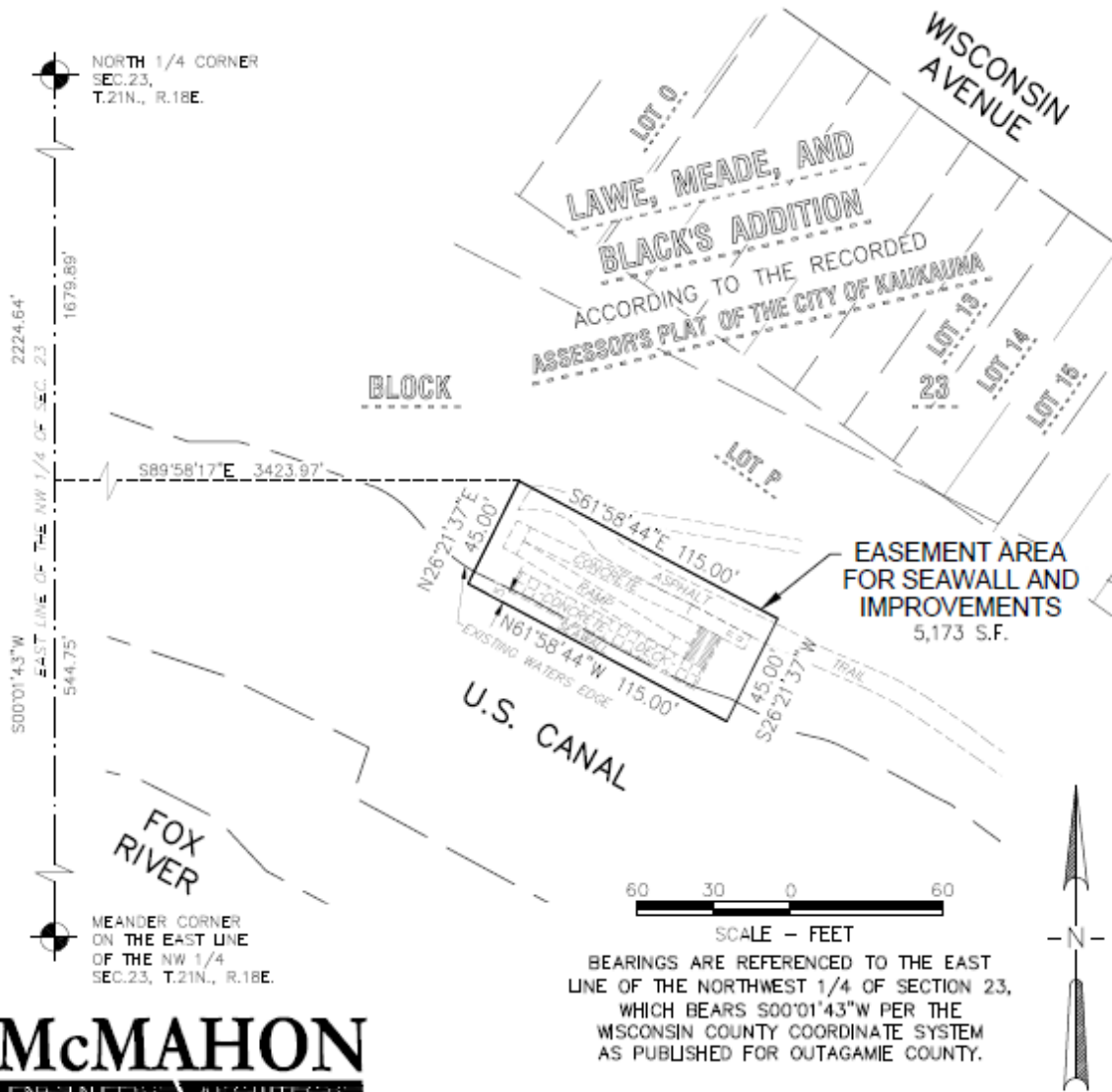
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

# EXHIBIT A

## MAP AND LEGAL DESCRIPTION OF AN EASEMENT FOR SEAWALL AND IMPROVEMENTS

PART OF LOT P, BLOCK 23, LAWE, MEADE, AND BLACK'S ADDITION, ACCORDING TO THE RECORDED ASSESSOR'S PLAT, LOCATED IN FRACTIONAL SECTION 24 NORTH OF THE FOX RIVER, TOWNSHIP 21 NORTH, RANGE 18 EAST, CITY OF KAUKAUNA, OUTAGAME COUNTY, WISCONSIN, CONTAINING 5,173 SQUARE FEET OF LAND, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the North 1/4 corner of Section 23, Township 21 North, Range 18 East; Thence S00°01'43"W, 1679.89 feet along the East line of the Northwest 1/4 of said Section 23; Thence S89°58'17"E, 3423.97 feet to the Point of Beginning; Thence S61°58'44"E, 115.00 feet; Thence S26°21'37"W, 45.00 feet; Thence N61°58'44"W, 115.00 feet; Thence N26°21'37"E, 45.00 feet to the Point of Beginning.



**McMAHON**  
ENGINEERS ARCHITECTS

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Project No. K0006 09-19-00627

Drawn By AMS Date March 2024