

**GROUND WATER MONITORING  
STATION EASEMENT**

Document Name

**THIS GROUNDWATER MONITORING STATION EASEMENT (“Easement”)** made by and between the City of Kaukauna, a Wisconsin Municipal Corporation (“Grantor”), and the Board of Regents of the University of Wisconsin doing business as the University of Wisconsin-Green Bay and the Wisconsin Geological and Natural History Survey (“Grantee”).

Recording Area

**RECITALS**

**WHEREAS**, Grantor and Grantee enter into this Easement to cooperatively collect groundwater level and geochemical data to fulfill Grantee’s research objectives through the State of Wisconsin Joint Solicitation for Groundwater Research and Monitoring.

Parcel Identification Number

**WHEREAS**, Grantee desires to install a monitoring station in order to collect said data;

**WHEREAS**, Grantee requests an easement allowing access over and upon Grantor’s property to collect groundwater data by constructing, installing, operating, and maintaining a monitoring station containing one groundwater well; and

**WHEREAS**, the portion of Grantor’s property subject to this Easement (“Premises”) is described below and more particularly shown on Exhibit “A”:

Being a part of Lot Two (2) of Certified Survey Map No. 5866 as recorded in Volume 34 of Certified Survey Maps on Page 5866 as Document No. 1809521, and being located in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Thirty (30), Township Twenty-One (21) North, Range Nineteen (19) East, City of Kaukauna, Outagamie County, Wisconsin containing 1,500 square feet (0.034 acres) of land and being described by:

Commencing at the South Quarter Corner of said Section 30; thence S88°-44’-41”E 1479.50 feet along the south line of the SE1/4 of said Section 30 to the southeast corner of said Lot 2; thence N01°-15’-35”W 51.45 feet along the west line of said Lot 2 to a point on the south line of County Highway CE; thence N60°-45’-40”W 115.87 feet along said south line of County Highway CE to the point of beginning; thence S29°-14’-20”W 25.00 feet; thence N60°-45’-40”W 60.00 feet; thence N29°-14’-20”E 25.00 feet to a point on the south line of County Highway CE; thence S60°-45’-40”E 60.00 feet along said south line of County Highway CE to the point of beginning. Being subject to any and all easements and restrictions of record.

**NOW, THEREFORE**, Grantor hereby conveys to Grantee and its assigns, a non-exclusive perpetual easement to access and use the Premises for purposes of accessing, constructing, installing, operating, repairing, removing, replacing, and maintaining a monitoring station drilled and/or placed on the above-described Premises, along with activities directly related to groundwater sampling and testing as required to collect long-term groundwater level and geochemical data (“Easement Purpose”).

It is understood by Grantor and Grantee that this Easement is subject to the following conditions:

1. Grantor and Grantee hereto confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. Grantor grants and conveys to Grantee this non-exclusive Easement for the access, construction, installation, operation, and maintenance of monitoring station consisting of, but not limited to a drilled well which shall be constructed under advisement from the Wisconsin DNR, along with vehicle and walk-in access to the Premises, as is reasonably deemed necessary for the purposes described herein. Grantee shall share all data gained from said monitoring upon request of the Grantor.
3. This Easement is limited to Grantee and its assigns and is not transferrable to any other third party, except after prior written notification to Grantor. Grantee will not have the right to allow additional co-location of other facilities in the Premises.
4. The Easement shall be non-exclusive and Grantor may use the Premises and shall have the right to lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with Grantee's rights hereunder.
5. Grantee shall submit a written notification of the start of drilling ("Project Commencement") to Grantor's Public Works Director (Grantor's Project Manager) at least thirty (30) days prior to the initiation of any well construction work on the Premises. Grantee may proceed with Project Commencement unless Grantor informs Grantee not to proceed ten (10) days prior to commencing work. If an emergency situation arises within the Premises requiring immediate action by Grantee, Grantee shall immediately notify Grantor's Project Manager that an emergency exists, and that Grantee is proceeding to correct the emergency situation.
6. If approved in writing in advance by Grantor's Project Manager, Grantee may enter upon the Premises at a specified location outside of the Premises to gain access to the Premises in order to exercise the Easement Purpose and to do any and all other such work as is reasonably necessary in accordance with the rights granted under this Easement.
7. Grantee may cut, trim and remove any brush, trees, logs, stumps or branches within the Premises which by reason of their proximity may interfere with its ability to exercise and implement the Easement Purpose. Grantee's representative (employee or contractor) will communicate in writing, the foregoing vegetative activities with Grantor's Project Manager prior to vegetation work commencing. Grantee may commence said vegetative work unless Grantor informs Grantee not to proceed five (5) working days prior to commencing said vegetative work. Accepted arborist pruning/removal and equipment practices must be adhered to and all waste debris, stumps and slash must be removed and disposed of by Grantee off site before project completion in accordance with all applicable federal, state and local statutes, rules, regulations and ordinances. When the removal of a tree is permitted, the stump shall be cut flush with the ground or be removed. All trees having a commercial value, including firewood, shall be cut in 100-inch lengths and piled conveniently by Grantee, for disposal, by sale or otherwise, by Grantor.
8. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Grantor. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>. Grantee shall report to the Grantor's Property Manager, prior to December 1 of each year chemicals are applied, the chemicals that

are applied on the Premises including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.

9. Any signage placed by Grantee for purposes of project activities shall have prior written approval from Grantor.
10. Grantee shall maintain the Premises in a decent, sanitary, and safe condition during its exercise and implementation of the Easement Purpose,, and at no time shall Grantee allow its work to cause a hazard or unsafe conditions.
11. Grantee is responsible for identifying any existing utility lines located within the Premises and, to the extent permitted by law, for any and all damages, costs or liabilities that result caused by Grantee that result from any damages to any exiting utilities within the Premises.
12. Grantor warrants that, to the best of its knowledge, title to the Premises is free and clear of all encumbrances and that it has sole ownership and that it will reasonably defend Grantee in its peaceful use and occupancy of the Premises. To the extent permitted by law, Granteeassumes all liability in determining the sufficiency of Grantor's right to convey this Easement.
13. Grantee shall obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations and ordinances in connection with exercising any and all rights granted by this Easement.
14. Grantee shall coordinate with the Grantor's Project Manager to transfer site monitoring or plan proper monitoring well abandonment and restore the Premises to pre-existing conditionswhen monitoring work has been completed and the monitoring station is decommissioned. If a replacementmonitoring well is drilled, due to some unforeseen problem or circumstance, Grantee shall coordinate with the Grantor's Project Manager to properly abandon the replaced well and this Easement will remain in place for a newly drilled replacement well. Upon final transfer of well monitoring or decommissioning of well(s) at this monitoring station, this Easement shall terminate.
15. The Easement shall be terminable upon any of the following: a) Grantee's written release of the Easement; b) Grantee's abandonment of the Premises in which case the Premises shall automatically revert to and re-vest in Grantor without reentry upon the abandonment of the use of the same for groundwater data collection purposes, or c) upon Grantee's non-use of the Premises for the Easement Purpose for a period of two (2) years. Grantee shall not be considered to have abandoned the Premises as described in subsection (b) herein unless Grantee fails to respond within thirty (30) days to Grantor's written notice that Grantor considers such abandonment to have occurred. To the extent permitted by law, Grantee's duties as reflected in paragraph 14 shall survive the reversion.
16. To the extent permitted by law, Grantee agrees to hold harmless Grantor, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the courseof this Easement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of Grantee while acting within the scope of their employment where protection is afforded by secs. 893.82 and 895.46(1), Wis. Stats.

17. Grantor retains management, supervision and control over the Premises for the purpose of enforcing pertinent state laws needed to protect the Premises, its natural resources or the general public, including Chapter NR 45, Wis. Admin. Code, which governs the conduct of visitors to state lands.
18. All notices or other writings this Easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and deposited in the United Statesmail, prepaid and addressed as follows:
  - a. To Grantor: City of Kaukauna, 144 W. 2<sup>nd</sup> Street, Kaukauna, WI 54130.
  - b. To Grantee: University of Wisconsin – Green Bay, Office of the Assistant Vice Chancellor of Policy & Compliance, 2420 Nicolet Drive, Green Bay WI, 54311, AND the University of Wisconsin System Administration, Capital Planning and Budget, 780 Regent Street, Madison, WI 53715.
  - c. The address to which any notice, demand, or other writing may be given, made or sent to either party to this Easement may be changed by written notice.
19. This Easement shall be binding on Grantor and Grantee, their successors and assigns.
20. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
21. This Easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged Grantor and Grantee.
22. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
23. Enforcement of this Easement 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 Easement, either to restrain or prevent the violation or to obtain any other relief.
24. Notwithstanding anything stated herein to the contrary, Grantee does not agree to any term or condition it cannot agree to by law, nor does it waive sovereign immunity.

END OF CONDITIONS

**GRANTOR:**

**CITY OF KAUKAUNA**

By: \_\_\_\_\_  
Name: Anthony J. Penterman  
Title: Mayor

By: \_\_\_\_\_  
Name: Sally A. Kenny  
Title: Clerk

STATE OF WISCONSIN        )  
  )     SS  
COUNTY OF OUTAGAMIE    )

Personally came before me on \_\_\_\_\_, 2021, the above-named Anthony J. Penterman and Sally A. Kenney, to me known by the person(s) who executed the foregoing instrument and acknowledged to me that they executed the same in their authorized capacity, and that by his/her signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_,  
Notary Public, State of Wisconsin  
My commission expires:

IN WITNESS WHEREOF, Alexandria Roe, Sr. Associate Vice President, Capital Planning and Budget, University of Wisconsin – Green Bay, 2420 Nicolet Drive, Green Bay, WI 54311 hereby accepts and consents to the terms and conditions of this Easement this \_\_\_\_ day of \_\_\_\_\_, 2021.

University of Wisconsin – Green Bay

By \_\_\_\_\_ (SEAL)  
Alexandria Roe

State of Wisconsin                    )  
  ) ss.  
County of \_\_\_\_\_)

Personally came before me this \_\_\_\_\_ day \_\_\_\_\_, 2021, the above named, Alexandria Roe, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as and for the act and deed of Grantee.

\_\_\_\_\_  
\*  
Notary Public, State of Wisconsin  
My Commission (expires)(is) \_\_\_\_\_

This instrument prepared by:  
City of Kaukauna  
Attorney Kevin Davidson, 144 W. Second Street, Kaukauna, WI 54130