

Document Number

# Easement Agreement

Document Title

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County: **OUTAGAMIE COUNTY** State: **WI**

*Sarah R Van Camp*

SARAH R VAN CAMP, REGISTER OF DEEDS  
Return via MAIL (REGULAR)  
CHRIS MCDANIEL

Recording Area

Name and Return Address

*Chris McDaniel  
1701 County Rd CE  
Kaukauna, WI 54130*

*030064500*

Parcel Identification Number (PIN)

This Instrument drafted by:

Steven Sorenson  
Attorney - Von Briesen

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

## EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made this 10<sup>th</sup> day of February, 2016 by and between **Wisconsin International Raceway, Inc.** (hereinafter "Grantor") and the **Kaukauna Area School District**, a Wisconsin public school district (hereinafter "Grantee").

### RECITALS

- Grantor is the owner of certain real property located in Outagamie County, Wisconsin, to be known as the "WIR Lot" and legally described in **Exhibit A** (the "Grantor's Property").
- Grantee is the owner of Property adjacent to Grantor's Property which require these easements to allow Grantee to effectively use the adjacent property for school facility purposes.
- Grantee therefore desires to install, maintain, and access a water service line to be bored underground across the Grantor's property to provide water to the Grantee's property and facilities which lie adjacent to Grantor's Property.
- Grantee desires to construct a forty-four (44') foot wide bridge span across the Northwest corner of the Grantor's Property for purposes of ingress and egress to serve its adjacent property/facilities.
- Grantor is willing to grant a permanent, exclusive easement for these purposes, subject to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

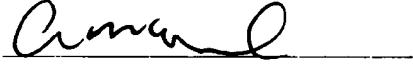
1. **Grant of Easement:** Grantor hereby grants to the Grantee a permanent, exclusive easement (the "Easement Area") for the purpose of constructing, installing, maintaining, operating, repairing, replacing, and removing an underground water line and a forty-four (44') foot wide bridge span for access, together with all necessary appurtenances, in, under, on, over, and across that portion of the Grantor's Property known as "WIR Lot" as shown on the attached **Exhibit A**.
  - a. The Easement Areas are depicted on the map attached as **Exhibit A**.
  - b. Grantee shall have the right to ingress and egress over the Easement Areas as necessary to fulfill the purpose of this Agreement.
2. **Purpose and Description of Facilities:** The easement is specifically for:
  - a. Installation including boring and maintenance of a water line and related underground facilities.
  - b. Construction and maintenance of a forty-four (44') foot wide bridge span and associated access rights.

3. **Grantee Responsibilities (Installation and Maintenance):** Grantee, at its sole cost and expense, shall be responsible for:
  - a. Installing the water line and associated apparatus and the bridgespam and associated improvements.
  - b. Maintaining, repairing, and replacing these improvements and the associated apparatus in good condition.
  - c. Notifying the Grantor in advance of any non-emergency entry onto the property for maintenance or repairs.
  - d. Restoring the Easement Area, as best as practicable, to its condition before any construction or maintenance activities.
4. **Grantor Rights and Restrictions:** Grantor retains the right to use the Easement Area for any purpose that does not interfere with or impair the Grantee's rights hereunder.
5. **Indemnification:** Grantee shall indemnify and hold harmless the Grantor from any liability or damages arising from the Grantee's use, maintenance, or construction within the Easement Area, except for damages caused by the Grantor's own negligence or willful misconduct.
6. **Running with the Land:** This Agreement and the easements granted herein shall run with the land and be binding upon and inure to the benefit of the parties, their respective heirs, successors, and assigns.
7. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
8. **Entire Agreement:** This document constitutes the entire understanding between the parties and can only be modified by a written document executed and acknowledged by both parties.

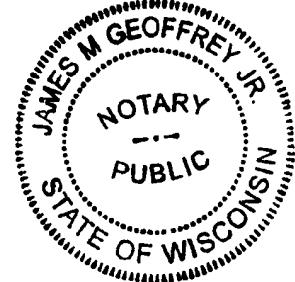
*SIGNATURES AND NOTARIZATION TO APPEAR ON NEXT PAGE*

## SIGNATURES AND NOTARIZATION

For Kaukauna Area School District:

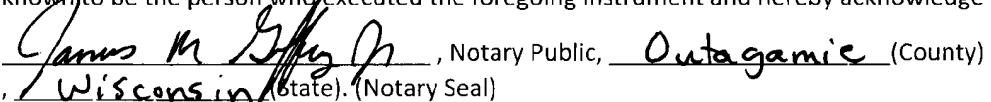


Chris McDaniel  
Director of Operations and Finance  
Date: 2-10-2026



STATE OF Wisconsin  
COUNTY OF Outagamie

Personally came before me this 10<sup>th</sup> day of February, 2026, the above named Chris McDaniel, Director of Operations and Finance for Kaukauna Area School District to me known to be the person who executed the foregoing instrument and hereby acknowledge the same.

  
, Notary Public, Outagamie (County)  
Wisconsin (State). (Notary Seal)

My commission expires Mar 15, 2030.

For Wisconsin International Raceway, Inc.:

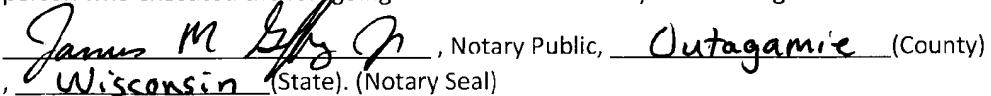


Daniel Van Daalwyk  
President  
Date: 2-10-2026



STATE OF WI  
COUNTY OF Outagamie

Personally came before me this 10<sup>th</sup> day of February, 2026, the above named Daniel Van Daalwyk, President of Wisconsin International Raceway, Inc. to me known to be the person who executed the foregoing instrument and hereby acknowledge the same.

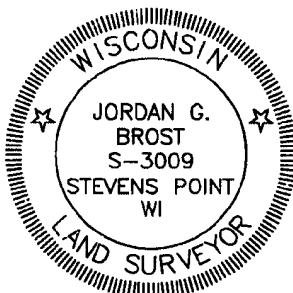
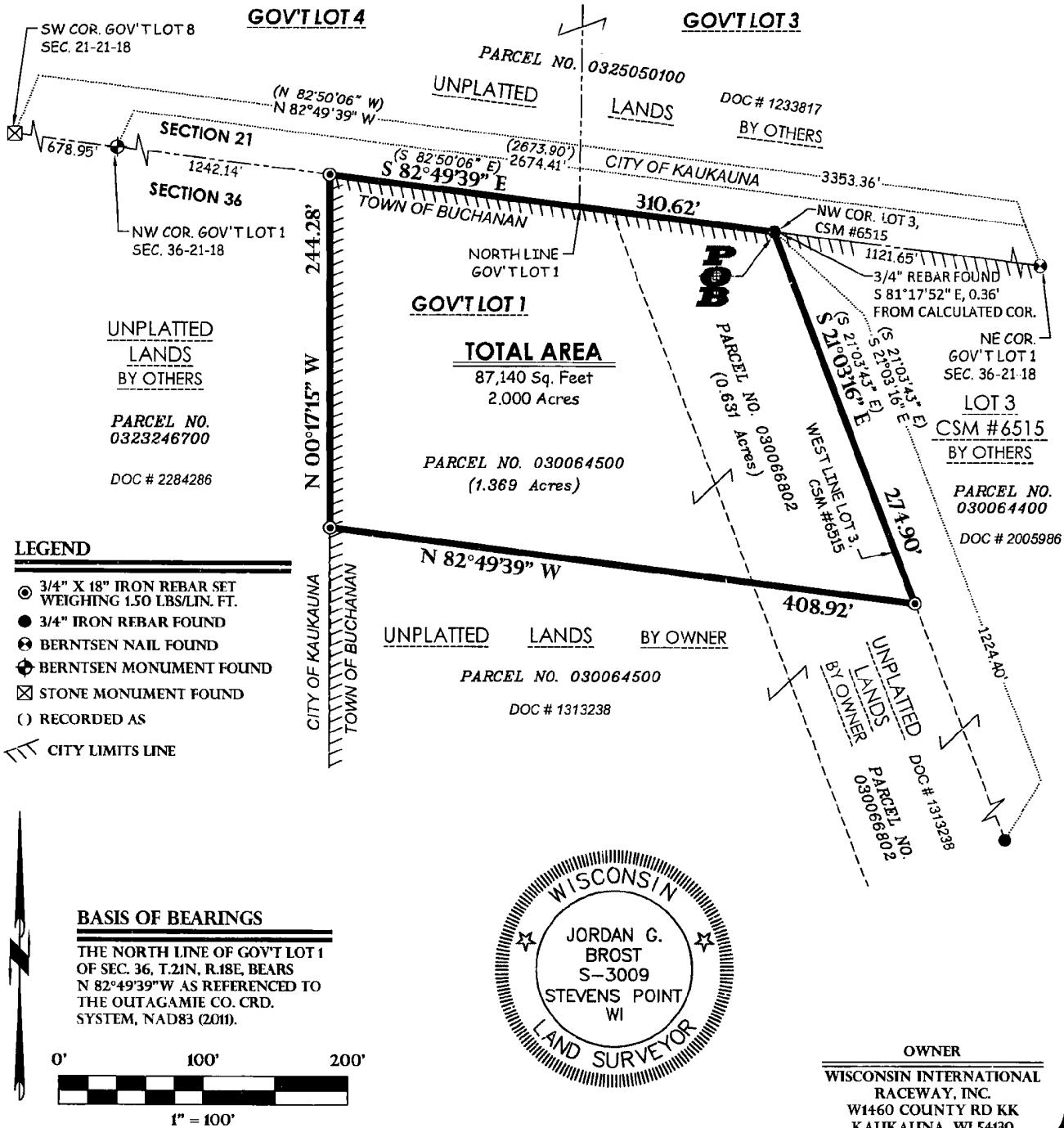
  
, Notary Public, Outagamie (County)  
Wisconsin (State). (Notary Seal)

My commission expires Mar 15, 2030.

## **EXHIBIT "A" - EASEMENT AREA MAP**

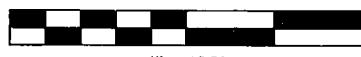
## GENERAL DESCRIPTION

BEING A PART OF GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 21 NORTH,  
RANGE 18 EAST, TOWN OF BUCHANAN, OUTAGAMIE COUNTY, WISCONSIN.



## BASIS OF BEARINGS

THE NORTH LINE OF GOVT LOT 1  
OF SEC. 36, T.21N, R.18E, BEARS  
N 82°49'39" W AS REFERENCED TO  
THE OUTAGAMIE CO. CRD.  
SYSTEM, NAD83 (2010).



The logo for Point of Beginning, featuring the letters 'POB' in a stylized, blocky font.

Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**  
4941 Kirschling Court  
Stevens Point, WI 54481  
715 344 9999 (PH) 715 344 9922 (FAX)

FIELDWORK COMPLETED 06/10/25  
DRAWN: TDP CHECKED: JGB

FIELD BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
JOB NO: 24.4040-7

**CLIENT / OWNER**  
**KAUKAUNA AREA  
SCHOOL DISTRICT**  
**1701 COUNTY RD CF**  
**KAUKAUNA, WI 54130**

SHEET 1 OF 2

# EXHIBIT "A" - EASEMENT LEGAL DESCRIPTION

## GENERAL DESCRIPTION

BEING A PART OF GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 21 NORTH,  
RANGE 18 EAST, TOWN OF BUCHANAN, OUTAGAMIE COUNTY, WISCONSIN.

### Easement Area:

Being a part of Government Lot 1 of Section 36, Township 21 North, Range 18 East,  
Town of Buchanan, Outagamie County, Wisconsin, described as follows:

**Commencing** at the Northeast corner of Government Lot 1 of Section 36, Township 21 North, Range 18 East;

**Thence** N 82°49'39" W along the North line of said Government Lot 1 and along the North line of Lot 3 of Certified Survey Map No. 6515, 1121.65 feet to the Northwest corner of said Lot 3 and being the **Point of Beginning (POB)** of the parcel to be described;

**Thence** S 21°03'16" E along the West line of said Lot 3, 274.90 feet;

**Thence** N 82°49'39" W, 408.92 feet;

**Thence** N 00°17'15" W, 244.28 feet to the North line of said Government Lot 1;

**Thence** S 82°49'39" E along said North line, 310.62 feet to the Point of Beginning.

Containing: 87,140 Square Feet - 2.000 Acres.

Subject to (if any) covenants, conditions, restrictions, right-of-ways and easements of record.



#### OWNER

WISCONSIN INTERNATIONAL  
RACEWAY, INC.  
W1460 COUNTY RD KK  
KAUKAUNA, WI 54130



Point of Beginning

Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**  
4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 06/10/25  
DRAWN: TDP CHECKED: JGB

FIELD BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
JOB NO: 24.4040-7

CLIENT / OWNER  
KAUKAUNA AREA  
SCHOOL DISTRICT  
1701 COUNTY RD C  
KAUKAUNA, WI 54130

SHEET 2 OF 2