

UTILITY AND INGRESS/EGRESS EASEMENT

This Utility and Ingress/Egress Easement (“**Easement**”) is made by and between the City of Kaukauna, a Wisconsin municipal corporation (“**Grantor**”) and Kaukauna Utilities, an enterprise fund of the City of Kaukauna (“**Grantee**”).

RECITALS:

- A. Grantor is the fee simple owner of two parcels of land located in the City of Kaukauna, Outagamie County, Wisconsin which are legally described on Exhibit A attached hereto (“**Grantor Parcel**”).
- B. Grantee is the fee simple owner of a parcel of land adjacent to the Grantor Parcel located in the City of Kaukauna, Outagamie County, Wisconsin, which is legally described on Exhibit B attached hereto (“**Grantee Parcel**”). Grantee intends to construct a water treatment plant on the Grantee Parcel.
- C. Grantor and Grantee entered into an agreement dated February 7, 2025 (“**Pool Hill Agreement**”) which, among other things, required Grantor to convey the Grantee Parcel and this Easement to Grantee exchange for the consideration set out in the Pool Hill Agreement.

RETURN TO:
Kaukauna Utilities
Attn: Michael Avanzi
P.O. Box 1777
Kaukauna, WI 54130
P.I.N.
(See attached Exhibit A)

NOW, THEREFORE, in consideration of the foregoing recitals, where are hereby incorporated into this Agreement, the consideration set out in the Pool Hill Agreement, the execution of this Easement, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. *Grant of Easement.*
 - a. *Utility Easement.* Grantor hereby grants to Grantee and its employees, contractors, agents, invitees, successors, and assigns a perpetual easement to construct, install, maintain, operate, repair, inspect, replace, upgrade, add, relocate, and remove utility facilities and appurtenant equipment and structures (including, without limitation, water, sewer, electrical, natural gas, and communication lines, conduit, cables, conductors, wires, poles, footings, foundations, controls, switches, relays, circuit breakers, telemetry and monitoring devices, anchors, transformers, pedestals, wells, and well houses) (collectively, “**Utility Facilities**”) below, upon, in, over, through, and across the portion of the Grantor Parcel described and depicted on Exhibit C attached hereto (“**Utility Easement Area**”).

- b. *Ingress/Egress Easement.* Grantor hereby grants to Grantee and its employees, contractors, agents, invitees, successors, and assigns a perpetual easement for pedestrian and vehicular ingress, egress, and parking upon, over, through, and across the portion of the Grantor Parcel described and depicted on Exhibit D attached hereto (“**Access Easement Area**”).
 - c. *Easement Area.* The Utility Easement Area and the Access Easement are collectively referred to as the “**Easement Area.**”
- 2. *Limitations on Grantor.* Grantor agrees that Grantor shall not (a) change the grade of the Easement Area without the prior written consent of Grantee; (b) construct or install any building, fence, or structure of any kind upon the Easement Area; (c) plant any tree or bush within the Easement Area; (d) store any flammable materials within the Easement Area; or (e) damage or interfere with any Utility Facilities within the Easement Area. In no event shall the installation of paving, concrete, or other hard surface material on the Easement Area be considered a violation of the restrictions on Grantor set forth in this Section 2.
- 3. *Access; Vegetation Control.* Grantee and its employees, contractors, agents, and invitees shall have the right of reasonable ingress and egress to and from the Easement Area upon, over, through, and across the Grantor Parcel for the purpose of exercising the rights granted to Grantee hereunder and shall have the right to control all trees, bushes, and brush that may interfere with the Utility Facilities by cutting, trimming, chemically treating, or any other legal means without replacement or compensation.
- 4. *Restoration.* Grantee shall repair any damage to the Easement Area (including any paving, concrete, or other hard surface material) caused by the construction, maintenance, or removal of the Utility Facilities to substantially the same condition as before the damage occurred. Notwithstanding the foregoing, Grantee shall not be obligated to restore or pay damages for any building, fence, structure, tree, or bush installed within the Easement Area after the date of this Easement.
- 5. *Maintenance; Snow and Ice.* Grantor shall be responsible for maintenance and repair of any paving, concrete, or other hard surface material within the Easement Area except as set out in Section 4 above. Either Grantor or Grantee may clear the Easement Area of snow and ice, but neither is obligated to do so.
- 6. *Reservation of Use by Grantor.* Grantor reserves the right to use and enjoy the Easement Area in any manner that does not interfere or conflict with the rights conveyed to Grantee in this Easement.
- 7. *Binding Effect.* This Easement is binding upon Grantor and Grantee and their heirs, successors, and assigns. All benefits and burdens of this Easement are appurtenant to the Grantee Parcel and the Grantor Parcel, respectively, and shall run with the land. Notwithstanding the foregoing, Kaukauna Utilities and its assigns shall have the right to use the Utility Easement Area for the purposes set out in this Easement even if Kaukauna Utilities no longer owns the Grantee Parcel.

8. *Severability.* If any term or condition of this Easement, or the application of this Easement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of the Easement or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
9. *Non-Use; Waiver.* Non-use or limited use of the rights granted in this Easement shall not prevent a party from later use of such rights to the fullest extent authorized in this Easement. No delay or omission by either party in exercising any right or power arising out of any default under this Easement shall be construed to be a waiver of the right or power. A waiver by either party of any of the obligations of the other party shall not be construed to be a waiver of a breach of any other terms or conditions of this Easement.
10. *Governing Law.* This Easement shall be construed and enforced in accordance with the laws of the state of Wisconsin.
11. *Entire Agreement.* This Easement constitutes the entire understanding of Grantor and Grantee with respect to its subject matter and may not be changed except by a written document executed and acknowledged by Kaukauna Utilities or its successor and the owners of the Grantor Parcel and Grantee Parcel and duly recorded in the office of the Register of Deeds of Outagamie County, Wisconsin.
12. *Municipal Status.* Nothing in this Easement is intended to be a waiver or estoppel of either party to rely upon the limitations, defenses, and immunities contained in Wisconsin law, including without limitation those contained in Wis. Stat. §§ 893.80, 895.52, and 345.06.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates noted below.

CITY OF KAUKAUNA

By: _____
Anthony J. Penterman, Mayor

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

Personally came before me this _____ day of _____, 2025, the above-named Anthony J. Penterman, Mayor of the City of Kaukauna, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print name: _____
Notary Public, State of Wisconsin
My Commission _____
(SEAL)

KAUKAUNA UTILITIES

By: _____
Michael Avanzi, General Manager

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

Personally came before me this _____ day of _____, 2025, the above-named Michael Avanzi, General Manager of Kaukauna Utilities, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____

Notary Public, State of Wisconsin

My Commission _____

(SEAL)

Exhibits:

- Exhibit A:* Legal Description of Grantor Parcel
- Exhibit B:* Legal Description of Grantee Parcel
- Exhibit C:* Utility Easement Area
- Exhibit D:* Access Easement Area

This instrument drafted by:

Julia K. Potter
Boardman & Clark LLP
P.O. Box 927
Madison, WI 53701-0927

EXHIBIT A
Legal Description of Grantor Parcel

Lots 1 and 3 of Outagamie County Certified Survey Map No. _____, recorded in Volume _____ of Certified Survey Maps, Pages _____, as Document No. _____, part of Lot B, Gov. Lot 1 and part of Lot B, Gov. Lot 2, located in Section 22, T21N, R18E, City of Kaukauna, Outagamie County, Wisconsin.

PIN: _____

EXHIBIT B

Legal Description of Grantee Parcel

Lot 2 of Outagamie County Certified Survey Map No. _____, recorded in Volume _____ of Certified Survey Maps, Pages _____, as Document No. _____, part of Lot B, Gov. Lot 1 and part of Lot B, Gov. Lot 2, located in Section 22, T21N, R18E, City of Kaukauna, Outagamie County, Wisconsin.

PIN: _____

EXHIBIT C
Utility Easement Area

Exhibit C

Legal Description

A **utility and ingress/egress easement** being part of Lot B, Gov Lot 1 and part of Lot B, Gov Lot 2, located in Section 22, T21N, R18E, City of Kaukauna, Outagamie County, Wisconsin, being more particularly described as follows:

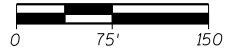
Beginning at the Southeast corner of Section 24, T21N, R18E; Thence N00°57'48"E, along the west line of the SW 1/4 of said Section 24, a distance of 273.89 feet; Thence N89°02'12"W, 3,417.02 feet to the westerly right-of-way line of CTH Q/Boyd Ave; Thence N89°55'31"W, along the north line of lot 1, Deming Subdivision Plat, a distance of 701.42 feet to the easterly right-of-way of the Kankapot Trail (formerly railroad property); Thence N10°19'49"E, a distance of 304.87 feet, along the said easterly right-of-way line of the Kankapot Trail (formerly railroad property), to the point of beginning; Thence S89°55'31"E, 180.24 feet; Thence S09°23'12"E, 101.38 feet; Thence S89°55'31"E, 45.62 feet; Thence N09°23'12"W, 353.93 feet; Thence N27°39'12"E, 344.44 feet to the southerly right-of-way of CTH Z/Dodge St; Thence N58°17'29"W, along the said southerly right-of-way line of CTH Z/Dodge St, a distance of 148.37 feet, to said easterly right-of-way line of the Kankapot Trail (formerly railroad property); Thence S52°59'01"W, along said easterly right-of-way line of Kankapot Trail (formerly railroad property), a distance of 85.80 feet; Thence S27°05'12"W, continuing along said easterly right-of-way line of Kankapot Trail (formerly railroad property), a distance of 107.45 feet; Thence S12°54'31"W, continuing along said easterly right-of-way line of Kankapot Trail (formerly railroad property), a distance of 30.93 feet; Thence S62°20'48"E, 130.78 feet; Thence S27°39'12"W, 155.11 feet; Thence S09°23'12"E, 214.51 feet; Thence N89°55'31"W, 164.60 feet to said easterly right-of-way line of Kankapot Trail (formerly railroad property); Thence S10°19'49"W, along said easterly right-of-way of Kankapot Trail (formerly railroad property), a distance of 45.73 feet, to the point of beginning.

LEGEND

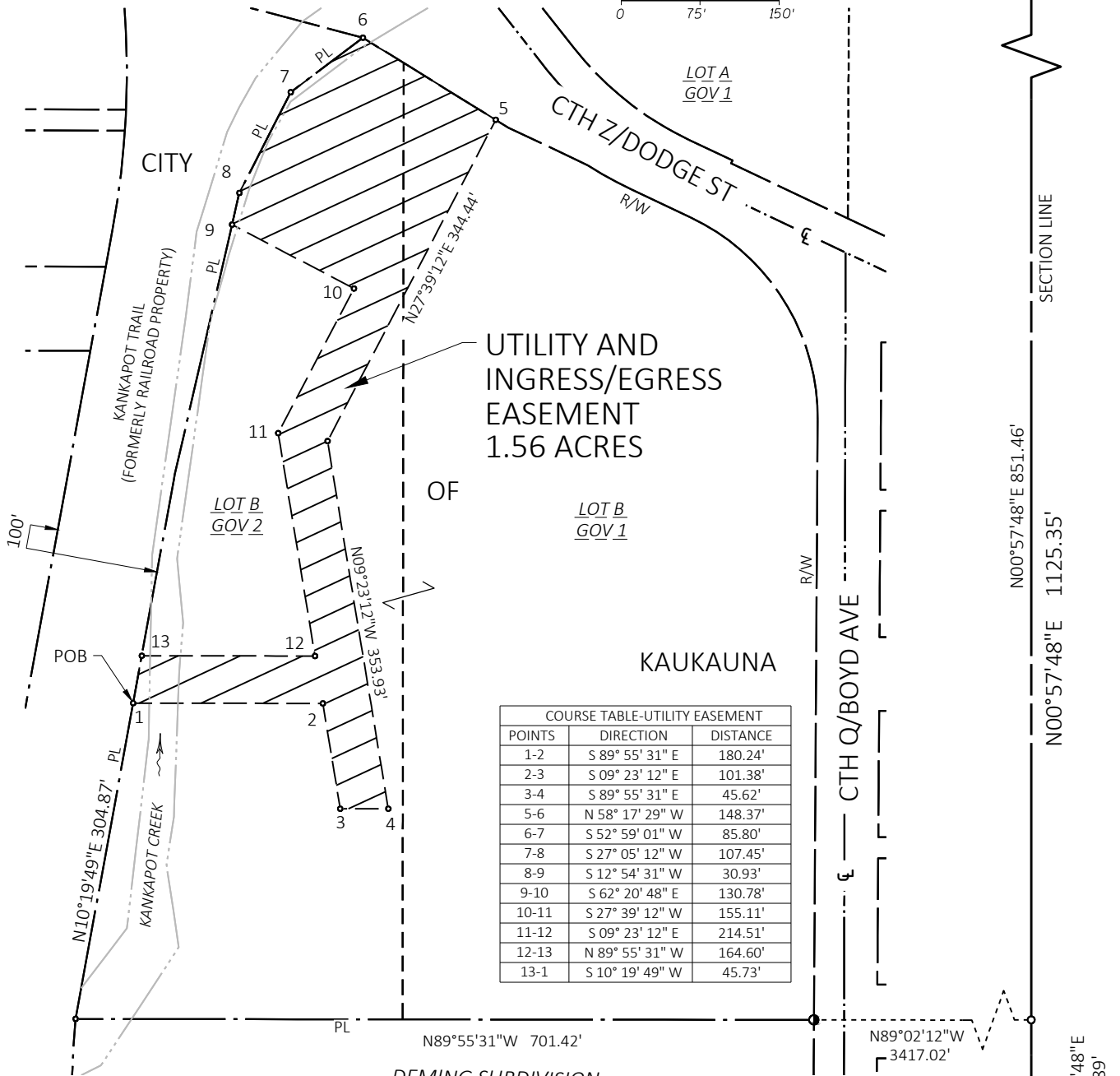
-  ...UTILITY AND INGRESS/EGRESS EASEMENT
- R/W ...RIGHT-OF-WAY LINE
- PL ...PROPERTY LINE
- POB ...POINT OF BEGINNING
-  ...CENTER LINE
-  ...COMPUTED POINT



SCALE 1"=150'



EAST 1/4 MEANDER CORNER,
SECTION 24, T21N, R18E,
FOUND BERNTSEN NAIL,
CORNER FIELD VERIFIED
WITH TIE SHEET 42119190640



NOTE:

PROPERTY AND RIGHT-OF-WAY LINES ARE SHOWN FOR GRAPHIC REFERENCE ONLY.

A TITLE SEARCH WAS NOT COMPLETED FOR THIS PARCEL.

SOUTHEAST CORNER,
SECTION 24, T21N, R18E,
FOUND 7" X 7" STONE,
CORNER FIELD VERIFIED
WITH TIE SHEET 42119190040



UTILITY AND INGRESS/EGRESS EASEMENT MAP

CITY OF KAUKAUNA

EXHIBIT

C

EXHIBIT D
Access Easement Area

Exhibit D

Legal Description

An **ingress/egress easement** being part of Lot B, Gov Lot 1 and part of Lot B, Gov Lot 2, located in Section 22, T21N, R18E, City of Kaukauna, Outagamie County, Wisconsin, being more particularly described as follows:

Beginning at the Southeast corner of Section 24, T21N, R18E; Thence N00°57'48"E, along the east line of the SE 1/4 of said Section 24, a distance of 273.89 feet; Thence N89°02'12"W, 3,417.02 feet to the westerly right-of-way line of Boyd Ave, being the point of beginning; Thence N89°55'31"W, along the north line of Lot 1, Deming Subdivision Plat, a distance of 200.00 feet; Thence N00°21'29"E, a distance of 33.00 feet; Thence S89°55'31"E, a distance of 200.00 feet to said westerly right-of-way line of Boyd Ave; Thence S00°21'29"W, along said westerly right-of-way line of Boyd Ave, a distance of 33.00 feet, to said north line of Lot 1, Deming Subdivision Plat, and the point of beginning.

Said **ingress/egress easement** contains 0.15 acres, more or less.

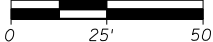
LEGEND

-  INGRESS/EGRESS
...EASEMENT
- R/W ...RIGHT-OF-WAY LINE
- PL ...PROPERTY LINE
- POB ...POINT OF BEGINNING
-  ...CENTER LINE
-  ...COMPUTED POINT

COURSE TABLE		
POINTS	DIRECTION	DISTANCE
2-3	N 00° 21' 29" E	33.00'
4-1	S 00° 21' 29" W	33.00'



SCALE 1"=50'



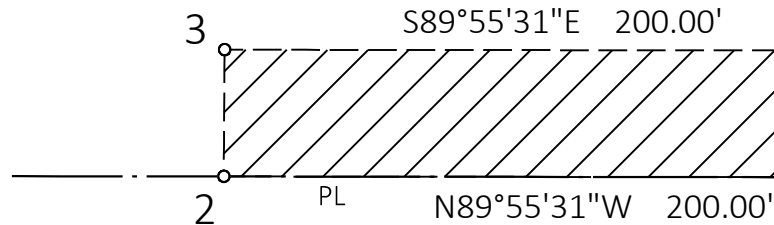
EAST 1/4 MEANDER CORNER,
SECTION 24, T21N, R18E,
FOUND BERNTSEN NAIL,
CORNER FIELD VERIFIED WITH
TIE SHEET 42119190640

CITY

LOT B
GOV 1

INGRESS/EGRESS
EASEMENT (0.15 ACRES)

OF



R/W

CTH Q/BOYD AVE

CL

R/W

9TH ST

N89°02'12"W 3417.02'

POB

1

LOT 1

DEMING SUBDIVISION

KAUKAUNA

SECTION LINE

N00°57'48"E 851.46'

N00°57'48"E 273.89'

N00°57'48"E 1125.35'

SOUTHEAST CORNER,
SECTION 24, T21N, R18E,
FOUND 7" X 7" STONE,
CORNER FIELD VERIFIED
WITH TIE SHEET 42119190040

NOTE:

PROPERTY AND RIGHT-OF-WAY LINES ARE SHOWN FOR
GRAPHIC REFERENCE ONLY.

A TITLE SEARCH WAS NOT COMPLETED FOR THIS PARCEL.



**INGRESS/EGRESS
EASEMENT MAP**

CITY OF KAUKAUNA

EXHIBIT

D