

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 a parcel 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 a municipal public utility providing electric and water service. Grantee currently maintains certain buildings and other facilities on the Grantor Parcel, including a well and water treatment equipment, which Grantee intends to modify and improve.
- C. Grantor and Grantee entered into an agreement dated February 7, 2025 and recorded with the Outagamie County Register of Deeds on February 18, 2025 as Document No. 2332143 (“**Riverside Agreement**”) which, among other things, required Grantor to convey this Easement to Grantee exchange for the consideration set out in the Riverside 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 Riverside 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, generators, pedestals, wells, well houses, water treatment facilities, utility buildings, and public restrooms) (collectively, “**Utility Facilities**”) below, upon, in, over, through, and across the portion of the Grantor Parcel described and depicted on Exhibit B 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 C 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; Temporary Use of Adjacent Land.* 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. Grantee and its employees, contractors, agents, and invitees shall have the right make temporary use of portions of the Grantor Parcel adjacent to the Easement Area as reasonably necessary or convenient to facilitate the demolition of the existing Grantee facilities on the Grantor Parcel and the construction, installation, maintenance, repair, replacement, upgrade, addition, relocation, or removal of the Utility Facilities.
- 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 tree nor for any building, fence, structure, 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 and shall run with the land described in Exhibit A.
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 owner(s) of the Grantor 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: Utility Easement Area
Exhibit C: 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

Commencing at the intersection of the east right-of-way line of Riverside Drive and the south right-of-way line of Wisconsin Avenue also the point of beginning; thence easterly along the south right-of-way line of Wisconsin Avenue N89°24'45"E 512.05 feet; thence S0°43'3"E 122.53 feet; thence N89°16'57"E 5.00 feet; thence S00°43'3"E 60.00 feet; thence N89°16'57"E 190 feet to the east right-of-way line of River Street; thence southerly along said east right-of-way line of River Street to the point of intersection with the west line of lot 3 CSM 4707; thence S09°45'36"W 130.35 feet; thence S60°14'23"E 122.00 feet; thence S08°08'37"W 123.74 feet; thence S08°08'37"W 27 feet +/- to the north bank of the Fox River; thence along the north bank of the Fox River to the point of intersection with the east line of Lot 2 CSM 5830; thence along the east lines of Lot 2 and Lot 1 of CSM 5830 to the east right-of-way line of Riverside Drive; thence along the east right-of-way line of Riverside Drive to the point of beginning.

PINs: 321002900 and 321056400

EXHIBIT B
Utility Easement Area

Exhibit B

Legal Description

A **permanent utility easement** located in part of Lots 4-8, 12 and 13, Block 3, A.C. Black's Addition, and part of Gov. Lot 2, Section 23, T21N, R18E, City of Kaukauna, Outagamie County, Wisconsin, being more particularly described as follows:

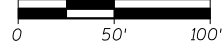
Commencing at the North Quarter corner of said Section 23, T21N, R18E; Thence S00°01'43"W, along the west line of said Gov Lot 2 of Section 23, a distance of 1011.21 feet; Thence S89°58'17"E, 860.18 feet, to the point of beginning; Thence N57°22'55"E, 204.72 feet; Thence N88°55'40"E, 123.86 feet to the westerly right-of-way line of River St; Thence S01°04'20"E, along said westerly right-of-way line of River St, a distance of 144.82 feet; Thence S57°22'24"W, 245.66 feet; Thence N29°13'52"W, 188.59 feet, to the point of beginning.

Said **permanent utility easement** contains 1.18 acres, more or less.

- LEGEND**
-  ...PERMANENT UTILITY EASEMENT
 - R/W ...RIGHT-OF-WAY LINE
 - DOC ...DOCUMENT
 - VOL ...VOLUME
 - PG ...PAGE
 - CSM ...CERTIFIED SURVEY MAP
 - PL ...PROPERTY LINE
 - POB ...POINT OF BEGINNING
 - B ...EXISTING BUILDING
 - ...COMPUTED POINT

N

SCALE



NORTH QUARTER CORNER,
SECTION 23, T21N, R18E,
OUTAGAMIE COUNTY PUBLISHED
COORDINATE VALUE.

GOV LOT 2
SECTION 23
T21N, R18E

UNPLATTED

PROPOSED WATER
TREATMENT BUILDING

PERMANENT UTILITY
EASEMENT
1.18 ACRES

POB

S89°58'17"E 860.18'

A.C. BLACK'S ADDITION
BLOCK 3

LOT 3

N88°55'40"E
123.86'

LOT 4

LOT 5

RIVER ST.

LOT 1
CSM 4863
VOL 27, PG 4863
DOC 1622617

LOT 2
CSM 4863
VOL 27, PG 4863
DOC 1622617

LOT 2
CSM 4707
VOL 26, PG 4707
DOC 1589048

LOT 3
CSM 4707
VOL 26, PG 4707
DOC 1589048

LOT 13

LOT 12

LOT 9

LOT 10

LOT 11

LOT 6

LOT 7

LOT 8

S00°01'43"W 2224.64'
1/4 LINE
1213.43'

MEANDER SOUTH OF N 1/4
CORNER, SECTION 23, T21N, R18E,
OUTAGAMIE COUNTY PUBLISHED
COORDINATE VALUE.

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

A TITLE SEARCH WAS NOT COMPLETED FOR THIS PARCEL.



PERMANENT UTILITY EASEMENT

CITY OF KAUKAUNA

EXHIBIT

B

EXHIBIT C
Access Easement Area

Exhibit C

Legal Description

A **permanent access easement** part of Lots 4-8, 12 and 13, Block 3, A.C. Black's Addition and part of Gov. Lot 2, located in Section 23, T21N, R18E, City of Kaukauna, Outagamie County, Wisconsin, being more particularly described as follows:

Beginning at the North Quarter corner of Section 23, T21N, R18E;
Thence S00°01'43"W, along the west line of the Gov Lot 2 of said Section 23, a distance of 1011.21 feet;
Thence S89°58'17"E, 860.18 feet to the point of beginning;
Thence N57°22'55"E, a distance of 204.72 feet;
Thence S32°37'05"E, a distance of 150.00 feet;
Thence S57°22'55"W, a distance of 125.00 feet;
Thence S14°12'47"W, a distance of 55.91 feet;
Thence S29°13'52"E, a distance of 50.00 feet to the westerly right of way of River St;
Thence S43°15'40"W, along said westerly right of way of River St, a distance of 52.43 feet;
Thence N29°13'52"W, a distance of 251.39 feet to the point of beginning.

Said **permanent access easement** contains 0.85 acres, more or less.

COURSE TABLE - EASEMENT		
POINTS	DIRECTION	DISTANCE
A - B	S32°37'05"E	150.00'
B - C	S57°22'55"W	125.00'
C - D	S14°12'47"W	55.91'
D - E	S29°13'52"E	50.00'
E - F	S43°15'40"W	52.43'

LEGEND

-  ...PERMANENT ACCESS EASEMENT
- R/W ...RIGHT-OF-WAY LINE
- DOC ...DOCUMENT
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SCALE

