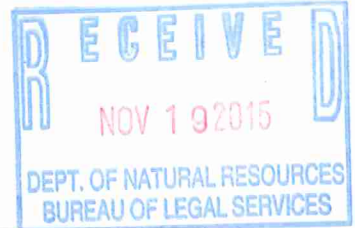


Outagamie County Register of Deeds Office  
410 S. Walnut St., Appleton, WI 54911  
Abstracting: (920) 832-5114 or (920) 832-5112  
**COURTESY MEMORANDUM**



RE: DOCUMENT # 2058874

DATE RECORDED: November 9, 2015

**While we review documents prior to recording them, the final responsibility for completeness and accuracy rests with the parties involved in the transaction. The attached document contains the following error (s) that may need to be corrected in a manner in which your legal advisor may recommend.**

           No Title as to part or all of the described property

           No Legal Description is given

           The Legal Description given is Incorrect or Incomplete

           The Original Document Information is Incorrect

Doc# \_\_\_\_\_ Jacket/Volume \_\_\_\_\_ Image/Page \_\_\_\_\_

           Not an Outagamie County Legal Description

           The Legal Description now appears to cover a Certified Survey Map (CSM)

(Per Wisconsin Statute 236.34 (3) you must make reference to the recorded CSM in your legal description)

           The Legal Description now appears to cover a Plat

(Per Wisconsin Statute 236.28 you must make reference to the recorded plat in your legal description)

           The Legal Description on the (SATISFACTION/ASSIGNMENT) is not the same as the legal description given on the referenced mortgage.

           We show the holder of this mortgage to be: \_\_\_\_\_

  X   Other: FYI: Incorrect spelling of plat name.

If box is checked, an E-Receipt will be required in order to re-record this document.

Please check your records, and if necessary, submit a Correction Instrument to the Register of Deeds Office for recording. Be sure to include a statement on the Correction Instrument explaining what you are correcting on the old document. The fee for recording a Correction Instrument is \$30.00, regardless of the number of pages. A completed electronic Wisconsin Real Estate Transfer Receipt may be required when any deed or land contract is being corrected. Please contact our office if you have any questions. Thank you!

mk

November 09, 2015 9:45 AM

**THIS TEMPORARY ACCESS EASEMENT** is made by and between Carol J. Mauthe, as her interest may appear (hereinafter referred to as "Grantor") and the State of Wisconsin, Department of Natural Resources (hereinafter referred to as "Grantee").

### RECITALS

**WHEREAS**, Grantor is the owner of the following described property (hereinafter referred to as the "Premises"):

Lots 12, 13, 14 and 15, in Block 3 <sup>LENNOX</sup> **LENNOX PARK ADDITION**, Third Ward, City of Appleton, Outagamie County, Wisconsin;

**WHEREAS**, the Premises is part of the hazardous waste "superfund" site under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as listed on the National Priority List and commonly known as the N.W. Mauthe Co. site and is the focus of remedial cleanup efforts that the Grantee oversees and regulates;

**WHEREAS**, Grantor is willing to provide the Grantee with the right of ingress and egress to and from the Premises for all purposes related to the groundwater collection system, groundwater monitoring wells, piezometers, groundwater contamination, site investigation, and remedial actions;

**NOW, THEREFORE**, for good and valuable consideration, the Grantor does hereby convey to the Grantee a temporary non-exclusive access easement for ingress and egress as contained herein:

1. The parties hereto confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. This access easement shall remain in full force and effect until the Grantee determines that site closure has been obtained and the N.W. Mauthe Co., site has been delisted from the National Priority List.
3. This access easement provides for access by the Grantee and its employees, duly authorized representatives, agents, contractors or assigns for the following purposes:
  - a. To maintain, repair, amend or abandon the existing groundwater collection system;
  - b. To install and maintain groundwater monitoring wells and piezometers as needed to define the degree and extent of groundwater contamination;
  - c. To collect soil samples; and
  - d. To gain access to areas where investigative or remedial action is to be conducted.
4. It is understood by the Grantor and the Grantee that the following conditions apply to said access easement:
  - a. The Grantee shall have the right to properly abandon the soil borings, geoprobes, groundwater monitoring wells and piezometers when the borings, geoprobes, wells or piezometers are no longer needed.

OUTAGAMIE COUNTY  
SARAH R VAN CAMP  
REGISTER OF DEEDS

Fee Amount: \$30.00  
Total Pages: 4

#### Recording Area

Return: Department of Natural Resources  
P.O. Box 7921  
Madison, Wisconsin 53707-7921  
Attn: Lacey Cochart, Attorney

#### Parcel Identification Number (PIN):

313011500

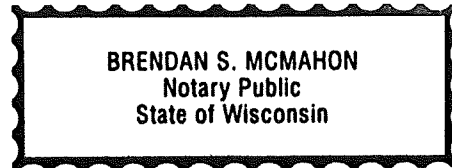
- b. The Grantee shall have the right to post signs and posters along the access easement in order to delineate and locate these lands for ingress and egress, and shall control said use to minimize interference with the owners remaining land.
  - c. The Grantee may make such improvements and installations as are necessary, convenient and incidental to the full enjoyment and use of the rights and privileges granted by this access easement.
  - d. The Grantors shall not lease or convey any other easement in any way affecting the access easement without securing the prior written permission of the Grantee.
  - e. The Grantee may transfer to or share the rights in this access easement with their employees, duly authorized representatives, agents, contractors or assigns.
  - f. This access easement shall not grant the general public the right to enter such area for any purpose. This easement is intended to provide an access easement for management purposes only to the Grantee, its employees, duly authorized representatives, agents, contractors or assigns.
  - g. The location of this access easement may be amended upon the mutual agreement of both parties, their successors or assigns.
5. The terms Grantor and Grantee, when used herein, shall mean either masculine or feminine, singular or plural, as the case may be, and the provisions of this easement shall bind the parties mutually, their heirs, successors, personal representatives and assigns.
  6. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
  7. This agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this agreement.
  8. If any term or condition of this agreement shall be deemed invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
  9. 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. If a suit is brought to enforce this agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

END OF CONDITIONS

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf this 26<sup>th</sup> day of OCTOBER, 2015.

By Carol J. Mauthe (SEAL)  
Carol J. Mauthe

State of Wisconsin )  
  ) ss.  
Outagamie County    )



Personally appeared before me this 26<sup>th</sup> day of October 2015, the above named Carol J. Mauthe to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

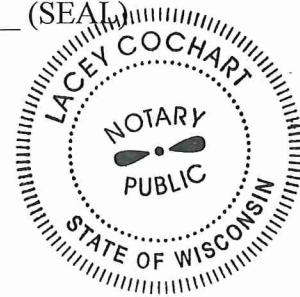
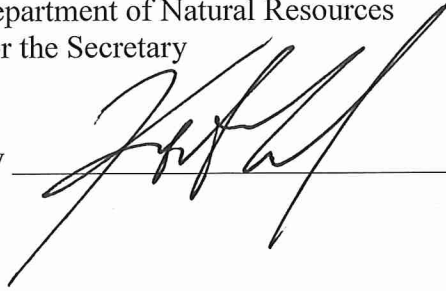
Brendan McMahon

Notary Public, State of Wisconsin  
My Commission (expires)(is) 04/06/2018

IN WITNESS WHEREOF, the Grantee has agreed to and caused this easement to be executed on its behalf this -  
4 day November, 2015.


State of Wisconsin  
Department of Natural Resources  
For the Secretary

By \_\_\_\_\_



State of Wisconsin )  
  ) ss.  
Dane County )

Personally came before me this 4<sup>th</sup> day of November, 2015, the above named Kurt Thiede, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

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

This instrument drafted by:  
State of Wisconsin  
Department of Natural Resources