

## TEMPORARY ACCESS EASEMENT

**THIS TEMPORARY ACCESS EASEMENT** is made by and between Carol J. Mauthe, as her interest may appear (hereinafter referred to as "Grantor") and the City of Appleton, Wisconsin (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, LENOX PARK ADDITION, Third Ward, City of Appleton, Outagamie County, Wisconsin.*

**WHEREAS**, the Premises is part of a 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 Wisconsin Department of Natural Resources oversees and regulates;

**WHEREAS**, the United States Environmental Protection Agency (EPA) has constructed a garage on the site, which the City is currently using for City vehicles and is also maintaining; and

**WHEREAS**, the City is maintaining the landscaping and mowing of the site; and

**WHEREAS**, the City is willing to continue the maintenance of landscaping, mowing and of the building; and

**WHEREAS**, Grantor is willing to provide the Grantee with the right of ingress and egress to and from the Premises for all purposes relating to maintenance of landscaping, mowing and building maintenance.

**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 is informed 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 the landscaping;
- b. to mow grass on the Premises; and
- c. to use and maintain the building on the Premises.

2100433

Recorded

March 31, 2017 10:39 AM

OUTAGAMIE COUNTY  
SARAH R VAN CAMP  
REGISTER OF DEEDS

Fee Amount: \$30.00  
Total Pages: 4

Record and return to:

City of Appleton – City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799

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Tax Key No: 31-3-0115-00

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 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.

b. The Grantee may make such improvements as are necessary, convenient and incidental to the full enjoyment and use of the rights and privileges granted by this access easement.

c. 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.

d. 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.

e. 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

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

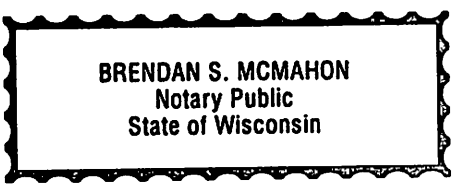
IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf this 26th day of March, 2017.

Grantor

Carol J. Mauthe  
Carol J. Mauthe

STATE OF WISCONSIN )  
  : ss.  
OUTAGAMIE COUNTY )

Personally came before me this 26th day of MARCH, 2017, 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 purposes therein contained.



Brendan McMahon  
Printed Name: Brendan McMahon  
Notary Public, State of Wisconsin  
My commission is/expires: 09/06/2018

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

