

ACCESS AGREEMENT

This Access Agreement ("Agreement") is made this ___ day of _____, 2003, between Mercury Marine, a division of Brunswick Corporation ("Mercury Marine"), and _____ ("Property Owner") for the purposes described herein.

I. RECITALS

1. Property Owner owns property located at _____, Cedarburg, Wisconsin (the "Property").
2. Mercury Marine is conducting an investigation of the Cedar Creek system. This work will include investigating portions of the Property.
3. As part of this investigation, Mercury Marine and its agents, representatives and consultants require temporary access to the Property for the purpose of surveying and investigating the Property and taking environmental samples on the Property.
4. Mercury Marine and Property Owner (collectively the "Parties") wish to cooperate with each other to facilitate the investigation.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby expressly acknowledged, the Parties agree as follows:

II. AGREEMENT

1. Access. Property Owner grants to Mercury Marine and its agents, representatives and consultants access to the Property for the purpose of (i) surveying and staking the Property and (ii) taking samples on the Property (collectively the "Work"). Mercury Marine will use its best efforts to collect samples on the Property by hand.
2. Notice and Timing. Mercury Marine will use its best efforts to give Property Owner prior notice before entering onto the Property. Mercury Marine will also use its best efforts to conduct the Work between the hours of 8:00 a.m. and 6:00 p.m., unless other arrangements are made. Mercury Marine will conduct the Work in a manner that does not unreasonably interfere with Property Owner's use and enjoyment of the Property.
3. Cooperation and Sharing of Information. The Parties agree to cooperate in good faith. Mercury Marine will provide Property Owner with copies of all sampling results for samples collected on the Property, within a reasonable amount of time after Mercury Marine obtains and validates the results. To the extent Property Owner is aware of any underground structures and/or utilities (such as pipes or septic systems), Property Owner agrees to provide Mercury Marine with any available information regarding these structures. However, Mercury Marine will contact "Digger's Hotline" at its own expense to locate any underground utilities on the Property.
4. Restoration. The Work is not expected to damage or disrupt the grade and appearance of the Property. However, if the Work does cause damage or disruption to the grade and appearance of the Property, Mercury Marine will restore the damaged portion of the Property to its original grade and appearance, as soon as and to the extent practicable. Mercury Marine will consult with Property Owner prior to performing any necessary restoration activities on the Property.

5. Indemnification. Mercury Marine agrees to indemnify and hold Property Owner harmless from and against any and all injuries, death, damages, claims, losses, demands, penalties, expenses or liabilities caused by the actions or omissions of Mercury Marine and/or its agents, representatives or consultants on the Property, arising out of or relating to the access being granted under this Agreement. However, this indemnity shall not cover any injuries, death, damages, claims, losses, demands, penalties, expenses or liabilities caused by Property Owner or any third party who is not an agent, employee, contractor or subcontractor of Mercury Marine.

6. Title to Property. Property Owner represents and warrants that it has the authority to grant access to the Property.

7. Compliance with Laws. Mercury Marine will comply with all applicable federal, state or local laws, ordinances, rules, orders or regulations in conducting the Work.

8. Term. This Agreement terminates on December 31, 2003, unless:

(a) The Parties agree otherwise in writing.

(b) Mercury Marine completes the Work before that date. If Mercury Marine completes the Work before that date, Mercury Marine will promptly notify Property Owner in writing that the Work is complete, and this Agreement shall terminate on the date Property Owner receives such written notice.

9. Notices. Notices relating to this Agreement shall be sent to the following:

To Mercury Marine: Mark A. Thimke
Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, WI 53202-5367

To Property Owner: _____

10. No Admissions. This Agreement shall not constitute or be used as evidence of any admission of law, fact or liability or a waiver of any right or defense by Mercury Marine.

11. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

12. Authority to Enter into Agreement. Each person signing this Agreement represents and warrants that he or she has the full power and authority to enter into this Agreement.

Dated: _____ By _____
Mark A. Thimke
Counsel for Mercury Marine

Dated: _____ By _____
Property Owner (s)