

**Sonja Birr**

---

**From:** Greg Minikel  
**Sent:** Monday, June 28, 2021 9:41 AM  
**To:** Sonja Birr  
**Subject:** FW: Knuell Street & Homestead Rd.  
**Attachments:** Temp Access Esmt Agmt - Homestead Rd.pdf; Brent Hansen Easement Agreement.pdf; Letter to Mr. Gerard Strharsky - Access Over the Unimproved ROW on Homestead Rd. and Knuell St. - Illegal Gate.doc; Maps of 4408 Homestead Rd..pdf; 2727 Red Fox Lane - Temp. Access Easement over Unimproved ROW (2009).pdf; Aerial Photo of Homestead Rd. Area & Proposed Wooden Posts to Block Off Unimproved ROW.pdf

Agenda Item for July 7<sup>th</sup> PI Comm. Thanks.

**From:** Dan Koski  
**Sent:** Friday, June 18, 2021 9:25 AM  
**To:** Todd Reckelberg <treckelberg@manitowoc.org>  
**Cc:** Greg Minikel <gminikel@manitowoc.org>  
**Subject:** Knuell Street & Homestead Rd.

Alder Reckelberg,

Attached are the 3 Temp. Access Easement over Unimproved ROW Agreement (Brent Hansen, Gerald Strharsky & Gary Retzak). We could not find the signed agreement for Hansen.

We do not really see any language addressing dust control specifically, except that it clearly states that the City will not put down dust palliatives.

Perhaps we can ask him to do something about the dust and if he does not could the City revoke the agreement?? There is language that states we can give a 90 day notice that we will discontinue the easement.

Is the dust coming from Both the Hansen and Strharsky properties or just one or the other??

It may upset the other neighbors if we put up these wooden posts.

I think if the neighbor wants to pursue this, it should go to the PI Committee.

Dan Koski, PE  
Director of Public Infrastructure  
City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220

[dkoski@manitowoc.org](mailto:dkoski@manitowoc.org)  
[www.manitowoc.org](http://www.manitowoc.org)

phone: (920) 686-6910  
fax: (920) 686-6906



# CITY OF MANITOWOC

WISCONSIN, USA

[www.manitowoc.org](http://www.manitowoc.org)



May 12, 2020

Mr. Gerard D. Strharsky  
2715 Knuell Street  
Manitowoc, WI 54220

**Re: Access over the Unimproved Right-of-Way (ROW) on Homestead Rd. & Knuell St.**

Dear Mr. Strharsky:

We are sending you this letter in regards to your permitted access over the unimproved ROW on Homestead Road and Knuell Street. It has been brought our attention that you have installed a chain style gate within the public Right-of-Way (ROW) of Homestead Road.

We understand that Homestead Rd. is currently an unimproved street, however, it is still a public ROW and as such you are not permitted to gate the access to the ROW. Please remove this gate within the next 30 days or the City of Manitowoc will remove the said gate and invoice you for the cost of removal.

We would appreciate your cooperation with this matter. Thanks.

If you have any other questions, please feel free to call me at (920) 686-6910.

Sincerely,

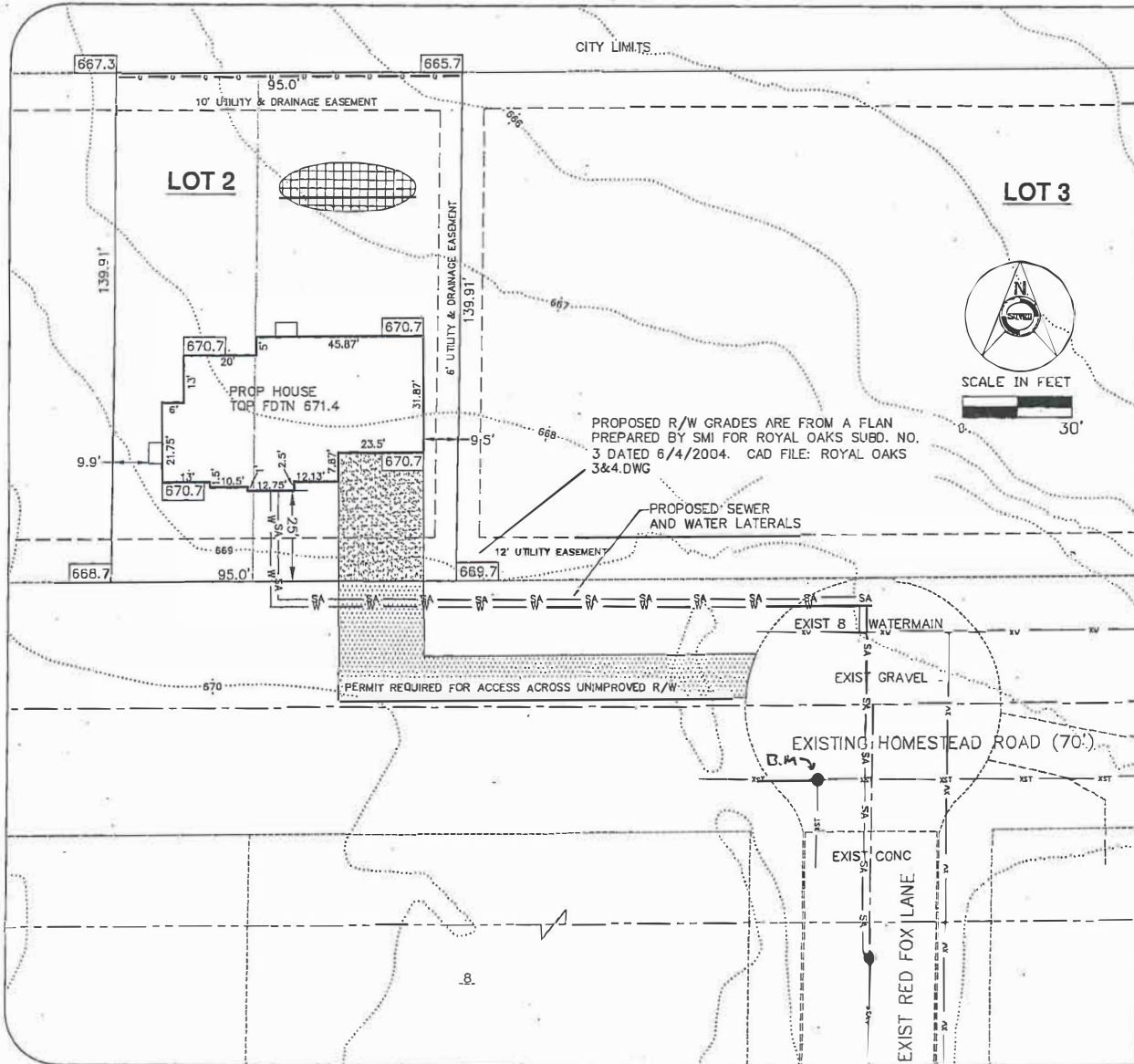
Dan Koski, P.E.  
Director of Public Infrastructure

DK:gm  
Attachment

Y:/Letters/Letter to Mr. Gerard Strharsky – Access Over the Unimproved ROW on Homestead Rd. and Knuell St. – Illegal Gate



# ENGINEERING



DESCRIPTION: LOT 2 OF A CERTIFIED SURVEY RECORDED IN VOLUME 93, PAGE 141

BENCHMARK: STORM MH RIM AT THE END OF RED FOX, ELEV 668.57

LOT AREA = 13,292 SQ. FT.

TAX NO. = 811-104-055

000.0 - EXISTING GRADES  
 000.0 - PROPOSED GRADES

⇒ WATER DRAINAGE DIRECTION

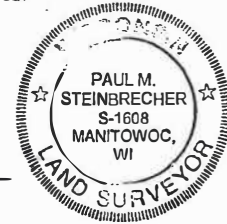
.....000..... - EXISTING CONTOURS

- - IRON ROD SET
- - IRON PIPE FOUND
- ▲ - 8" SPIKE
- △ - P.K. NAIL
- ⊗ - WOOD STAKE SET

I HEREBY CERTIFY THAT WE HAVE CHECKED LOT CORNERS, SET BACKS, AND GRADES

DATE: 2/16/18

PAUL M STEINBRECHER RLS#1608



### EROSION CONTROL NOTES

INSTALL A SINGLE ACCESS DRIVE USING 3 TO 6 INCH AGGREGATE 12 INCHES DEEP AND 15 FEET WIDE FROM THE FOUNDATION TO THE STREET TO PREVENT TRACKING DIRT ONTO THE ROAD BY ALL VEHICLES AND SHOULD BE MAINTAINED THROUGHOUT CONSTRUCTION.

ALL OFF-SITE SEDIMENT DEPOSITION OCCURRING AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE CLEANED UP AT THE END OF EACH WORK DAY AND ALL OFF-SITE SEDIMENT DEPOSITION OCCURRING AS A RESULT OF A STORM SHALL BE CLEANED UP AT THE NEXT WORK DAY.

ALL DOWNSLOPE INLETS SHALL BE PROTECTED PER DNR TECHNICAL STANDARDS. STOCKPILED TOPSOIL SHALL BE SEEDED, COVERED OR ENCLOSED IN SILT FENCE. SITE TO BE TOPSOILED, SEEDED AND MULCHED OR SOODED BY OWNER AT THE COMPLETION OF CONSTRUCTION.

FOR COMPLETE EROSION MEASURES REFER TO THE ONR TECHNICAL STANDARDS. <http://www.dnr.state.wi.us/org/water/wm/nps/stormwater/techstds>.

- |                     |  |                       |  |
|---------------------|--|-----------------------|--|
| EXISTING DRAINAGE   |  | GRAVEL ACCESS DRIVE   |  |
| TEMPORARY DIVERSION |  | STOCKPILED TOPSOIL    |  |
| SILT FENCE          |  | TREE PRESERVATION     |  |
| STRAW BALE FENCE    |  | PROPOSED CONSTRUCTION |  |
| SEDIMENT LOG        |  |                       |  |
| CONSTRUCTION LIMITS |  |                       |  |

SMI  
 CIVIL AND STRUCTURAL ENGINEERS  
 LAND SURVEYORS  
 102 REVERE DRIVE  
 MANITOWOC, WI 54220-3147  
 TELEPHONE: 920-846-3883  
 FAX: 920-894-3584



BUILDING PERMIT SITE PLAN  
 LOCATED AT  
 4408 HOMESTEAD LANE  
 PREPARED FOR: CERTIFIED BUILDERS

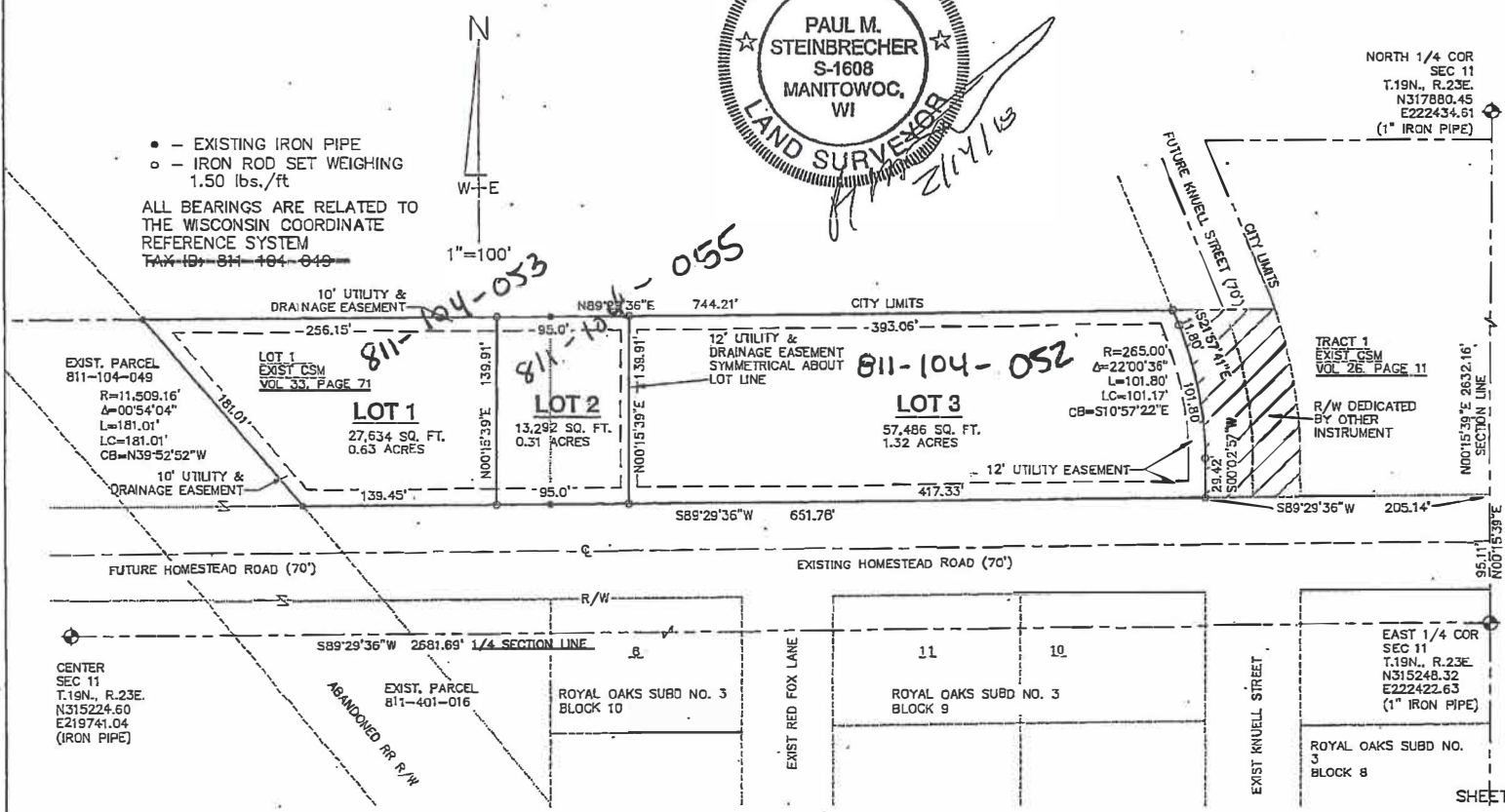
DATE: 2/7/18  
 DRAWN BY: P. STEINBRECHER  
 JOB NO.: 18107DP  
 CAD FILE: BPERMIT18107DP (P)  
 SCALE: 1"=30'  
 SHEET: 1 OF 1

18107CS

CERTIFIED SURVEY MAP LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 11, T.19N., R.23E., CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN INCLUDING A RESURVEY OF LOT 1 OF A CERTIFIED SURVEY RECORDED IN VOLUME 33, PAGE 71



- - EXISTING IRON PIPE
  - - IRON ROD SET WEIGHING 1.50 lbs./ft
- ALL BEARINGS ARE RELATED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM  
TAX ID: 811-104-049



NORTH 1/4 COR  
SEC 11  
T.19N., R.23E  
N317880.45  
E222434.61  
(1" IRON PIPE)

TRACT 1  
EXIST. GSM  
VOL 26, PAGE 11

R/W DEDICATED  
BY OTHER  
INSTRUMENT

EAST 1/4 COR  
SEC 11  
T.19N., R.23E  
N315248.32  
E222422.63  
(1" IRON PIPE)

ROYAL OAKS SUBD. NO. 3  
BLOCK 8

STATE OF WISCONSIN  
RECEIVED FOR RECORD  
08/23/2018 10:16:22 AM

S.M.I.  
CIVIL & STRUCTURAL ENGINEERS  
102 REVERE DRIVE  
MANITOWOC, WI. 54220-3147  
PHONE 684-5883 FAX 684-5584





Sts & Sewer  
9/21/09

542



VOL 2510

PG 466

*[Handwritten initials]*

TEMPORARY ACCESS EASEMENT AGREEMENT  
OVER UNOPENED STREET

DOC# 1073371

STATE OF WI - MTWC CO  
PRESTON JONES REG/DEEDS  
RECEIVED FOR RECORD  
10/27/2009 9:33:00 AM

This agreement made this 19<sup>th</sup> day of October, 2009, between the City of Manitowoc, Wisconsin, a municipal corporation, Grantor, and Gary D. Retzak and Lynn P. Retzak, Grantees.

WHEREAS, Gary D. Retzak and Lynn P. Retzak, Grantees, own land in the City of Manitowoc which is more particularly described as follows:

Lot 11, Block 9 of Royal Oaks Subdivision No. 3 located in the SE 1/4 of the NE 1/4 of Section 11, Township 19N, Range 23 E in the City of Manitowoc. (As shown on attached Exhibit A.)

Tax Parcel No. 617-009-110.

WHEREAS, the City of Manitowoc, Wisconsin, a Wisconsin corporation, ("City") is the owner of certain land adjoining the above-described property which has been dedicated or is intended for street purposes; and

WHEREAS, the Grantees desire to obtain a temporary easement over the adjoining land owned by the City for purposes of obtaining access to the above described real estate; and

WHEREAS, the City is willing to grant such an easement on the terms and conditions set forth below:

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Easement. For and in consideration of the sum of \$1.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, the City does hereby grant and convey unto the Grantees, their successors and assigns, an easement for temporary access on the unimproved right-of-way at 2727 Red Fox Lane to pave with bituminous the access across Homestead Road to Red Fox Lane. This right of ingress/egress is authorized pursuant to Wis. Stats. §66.0425 and incorporates all rights, remedies and entitlements under this statute. Said granting of easement is with the understanding that the bituminous will be removed once Homestead Road is improved, over the following described real estate:



A Temporary Access Easement for Lot 11, Block 9 of Royal Oaks Subdivision No. 3 located in the SE 1/4 of the NE 1/4 of Section 11, Township 19 North, Range 23 East, City of Manitowoc, Manitowoc County, Wisconsin being part of the right-of-way of Homestead Road and described as follows:

Commencing at the northwest corner of said Lot 11 also being the southeast corner of the intersection of the right-of-way of Red Fox Lane and Homestead Road, the point of real beginning, thence N 00° 15' 40" E, 35.0 feet to the centerline of said Homestead Road, thence N 89° 29' 36" E along said centerline 65.0 feet, thence S 00° 15' 40" W, 35.0 feet to the south right-of-way of said Homestead Road, thence S 89° 29' 36" W along said right-of-way 65.0 feet to the point of real beginning. (As shown on attached Exhibit A.)

2. Reservation of Use by City. City reserves the right to use the property described in paragraph 1 for any purpose not inconsistent with the easement granted herein during the term of this easement. The Grantees shall exercise the rights granted under this Easement and maintain the property over which the easement is granted in such a manner so as not to interfere with the rights reserved to the City. The Grantees are specifically prohibited from interfering with the installation, maintenance and operation of any utility services now present or hereafter installed by the City over the area described in paragraph 1. The Grantees may make improvements to the property described in paragraph 1, but only with the prior written consent of the City Engineer.

3. Liability. Grantees agree to and hereby do indemnify, save and keep harmless the City of Manitowoc, its agents, its employees, its successors and assigns from all liability, lien, judgment, cost, damage and expense whatsoever kind and nature, which may in anyway be suffered by the City of Manitowoc, or its agents, employees, successors or assigns by reason of or consequence of the use of the property over which this easement is granted to the Grantees, or on account of any act done or suffered or omitted to be done under this easement by the Grantees, their agents, assigns, invitee, guest or representatives. Grantees shall furnish to the City annually, certificates of insurance



acceptable to the City demonstrating that Grantees have insurance to meet their liability under this paragraph.

4. Maintenance of the Easement Area. It shall be the sole responsibility of the Grantees to maintain the area covered by this easement for the term of this easement including snow plowing. Grantees may take such steps as are necessary to make the area passable during the term of this easement, provided, that no action shall be taken which interferes with any utilities or other property of the City of Manitowoc or which is otherwise unacceptable to the City. It is understood that upon termination of this easement the Grantees will receive no compensation of any kind for any improvement which may have been made to the easement area by Grantees.

It is further understood and agreed by the parties hereto that this easement will involve no duty, obligation or cost to the City of Manitowoc. That is, for the duration of this easement the City will perform no acts of snow plowing, laying dust palliatives, street maintenance, street improvements or any other obligation.

5. Duration. This easement shall run with the land and shall continue until the City opens the street to the public, vacates the street, the Grantees breach this agreement, or after 90 days notice from the City to the Grantees of the City's intention to terminate this Easement.

6. Petition for Street. It is further understood and agreed that the Grantees, in consideration of the granting of this easement, will, upon request by the City of Manitowoc, sign or join in any petition requesting the extension and improvement or vacation of the City street over the area covered by this agreement. The Grantees waive any and all objections to the permanent paving to be installed at such time and consents that the costs thereof may be assessed and levied pursuant to law against the adjoining property owned by the Grantees which is described herein.



7. Construction. The term "Grantee(s)" shall refer to all persons specifically named herein as Grantee(s), as well as their representatives, successors and assigns.

Dated this 19<sup>th</sup> day of October, 2009.

GRANTOR: CITY OF MANITOWOC

GRANTEES

By: Justin M. Nickels  
Justin M. Nickels, Mayor

By: Gary D. Retzak  
Gary D. Retzak

By: Deborah Neuser  
~~Jennifer Hudon, City Clerk/  
Deputy Treasurer~~ - Deborah Neuser  
Deputy City Clerk

By: Lynn P. Retzak  
Lynn P. Retzak

STATE OF WISCONSIN )  
 ) ss.  
MANITOWOC COUNTY )

Personally came before me, this 19th day of October, 2009, Justin M. Nickels, Mayor and ~~Jennifer Hudon~~, Deputy City Clerk/~~Deputy Treasurer~~,<sup>DN</sup> to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of the City of Manitowoc and acknowledged that they executed the foregoing instrument as such Officers as the Temporary Access Easement of said City, by its authority.

Mary Ann Fisher  
Mary Ann Fisher

Notary Public, Manitowoc County, WI  
My commission expires  
5/30/10

STATE OF WISCONSIN )  
 ) ss.  
MANITOWOC COUNTY )

Personally came before me, this 14 day of September, 2009, the above named Gary D. Retzak and Lynn P. Retzak, to me known to be such persons, and acknowledged that they executed the foregoing instrument as such Officers as the Temporary Access Easement of said City, by its authority.

Karin H. Jaeger  
KARIN H. JAEGER

Notary Public, Manitowoc County, WI  
My commission expires  
9-14-13

RET: CITY CLERK  
21 chg

This instrument was drafted by  
Kathleen M. McDaniel, Assistant City Attorney



PROPOSED HOUSE AT 2727 RED FOX LANE

000.0 - EXISTING GRADES  
 000.0 - PROPOSED GRADES

DESCRIPTION: LOT 11, BLOCK 9, OAK ~~PARK~~ SUBD. NO. 3,  
 CITY OF MANITOWOC

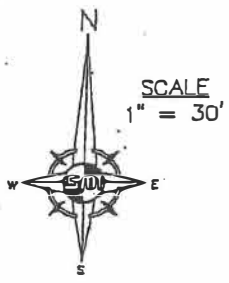
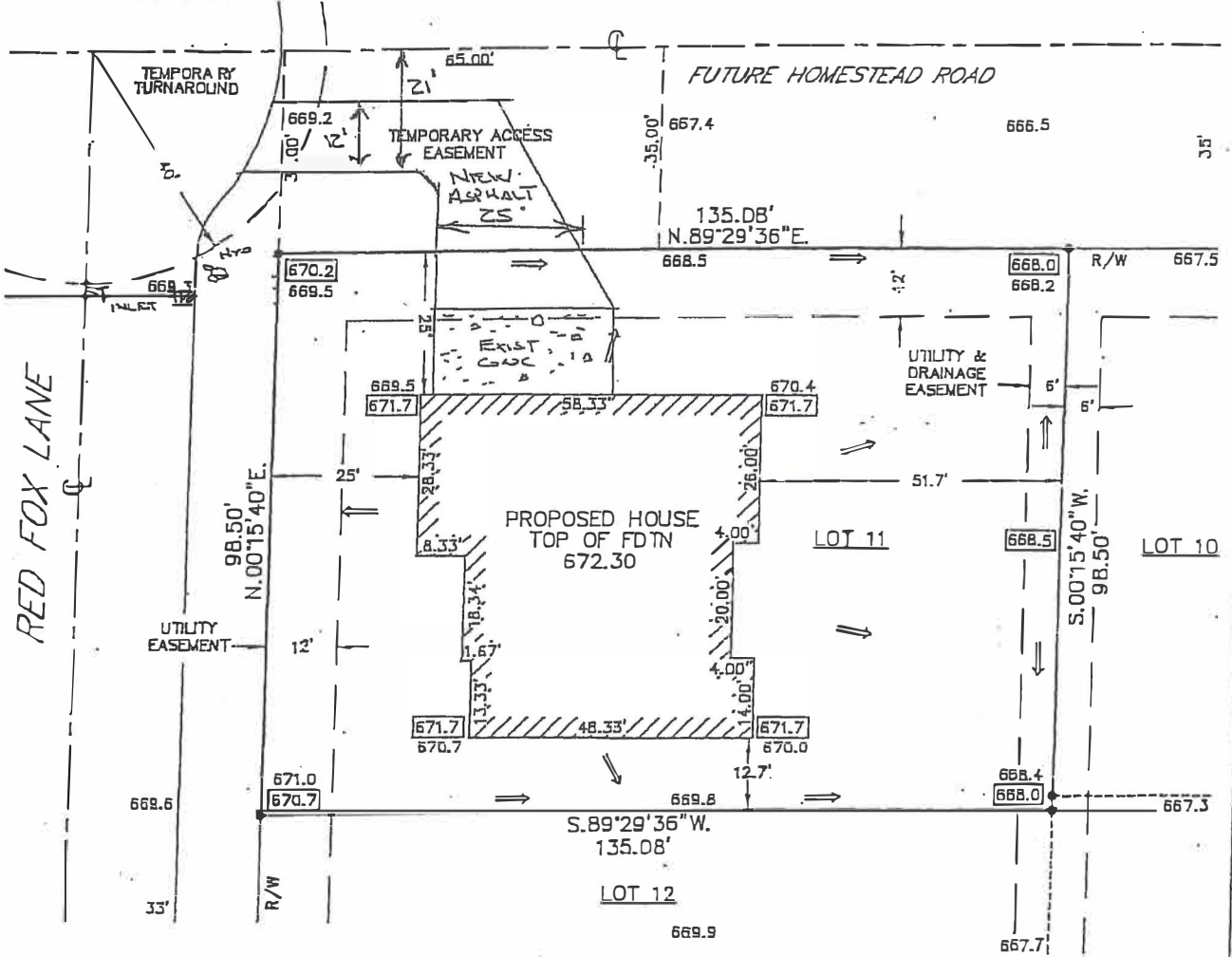
● - EXISTING IRON ROD/PIPE  
 ○ - IRON ROD/PIPE SET

BENCHMARK: X ON HYDRANT SPOUT AT NW LOT COR. = 672.30

LOT AREA: 13,304 SQ. FT. (0.305 ACRES)

⇒ - WATER DRAINAGE DIRECTION

TAX NO.: 617-009-110



I HEREBY CERTIFY THAT WE HAVE CHECKED LOT CORNERS, SETBACKS, AND GRADES

DATED: \_\_\_\_\_

KENNETH C. MENEAU RLS #1815  
 STEINBRECHER & MENEAU, INC.  
 ENGINEERS & SURVEYORS  
 102 REVERE DRIVE  
 MANITOWOC, WI 54220-3147  
 PHONE (920) 884-5583  
 FAX (920) 884-5584

CLIENT MIKE CHECK BUILDERS

CAD FILE BPERMIT\06162BP(K) JOB NO. 06162BP



VOL 2510 PG 471

EXHIBIT A

SHEET 1 OF 2



19-1351

TEMPORARY ACCESS EASEMENT AGREEMENT OVER UNIMPROVED RIGHT-OF-WAY - HOMESTEAD RD

DOC # 1213685

STATE OF WI - MTWC CO  
KRISTI TUESBURG REG/DEEDS  
RECEIVED FOR RECORD  
12/19/2019 3:47:57 PM

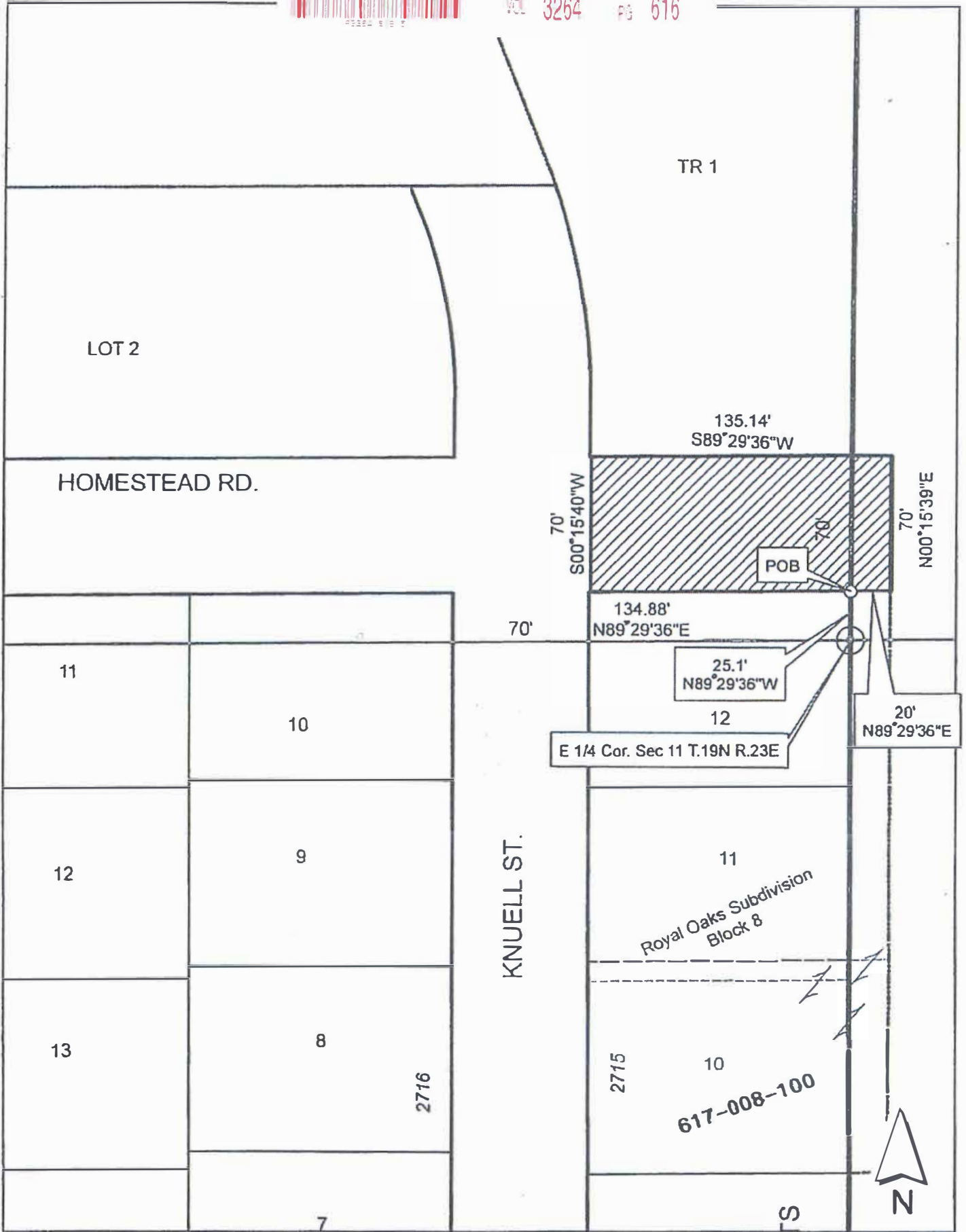
Recording Area

5C.HG

Name and Return Address

Manitowoc City Clerk  
900 Quay Street  
Manitowoc, WI 54220

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this page of the document or may be placed on additional pages of the document. NOTE: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes. 59.43(2m)



Strharsky, Gerard  
& Louise  
Temporary Access  
Easement AGMT  
Homestead Rd.



PK  
12/16/19



**TEMPORARY ACCESS EASEMENT AGREEMENT  
OVER UNIMPROVED RIGHT-OF-WAY**

This agreement made this 18 day of December, 2019, between the City of Manitowoc, Wisconsin, a municipal corporation, Grantor, and Gerard and Louise Strharsky, Grantees.

WHEREAS, Gerard and Louise Strharsky, Grantees, own land in the City of Manitowoc which is more particularly described as follows:

Lot 10 and the South 10' of Lot 11, Block 8 and part annexed in Royal Oaks Subdivision No. 3, recorded in Volume 3223, Page 711, and excluding part described in Volume 3225 Page 6 for street.

Tax Parcel No. 617-008-100.

WHEREAS, the City of Manitowoc, Wisconsin, a Wisconsin corporation, ("City") is the owner of certain land adjoining the above-described property which has been dedicated or is intended for street purposes; and

WHEREAS, the Grantees desire to obtain a temporary easement over the adjoining land owned by the City for purposes of obtaining access to the above described real estate for access to a storage shed on the back side of their property located at 2715 Knuell Street; and

WHEREAS, the City is willing to grant such an easement on the terms and conditions set forth below:

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Easement. Pursuant to Wis. Stats. §66.0425 and for and in consideration of the sum of \$1.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, the City does hereby grant and convey unto the Grantees, their successors and assigns, an easement for temporary access on the unimproved right-Of-way of Homestead Road to allow for access to an unimproved right-of-way, over the following described real estate:

A temporary access easement over unimproved right-of-way for a tract of land located in the NW ¼ SW ¼ & SW ¼ NW ¼ Section 12-19-23 and located in SE ¼ NE ¼ & NE ¼ SE ¼ Section 11-19-23, City of Manitowoc, Manitowoc County, Wisconsin and described as follows:

Commencing at the East ¼ corner of said Section 11, thence N00°15'39"E along the section line 25.1 feet to the northeast corner of Lot 12, Block 8, Royal Oaks Subdivision No. 3, also being the point of real beginning, thence N89°29'36"E 20.0 feet, thence N00°15'39"E 70.0 feet, thence S89°29'36"W 155.14 feet, thence S00°15'40"W 70.0 feet, thence N89°29'36"E 134.88 feet to the point of real beginning.

Said parcel is 0.21 acres more or less, and is shown on the attached map.

2. Reservation of Use by City. City reserves the right to use the property described in paragraph 1 for any purpose not inconsistent with the easement granted herein during the term of this easement. The Grantees shall exercise the rights granted under this Easement and maintain the property over which the easement is granted in such a manner so as not to interfere with the



rights reserved to the City. The Grantees are specifically prohibited from interfering with the installation, maintenance and operation of any utility services now present or hereafter installed by the City over the area described in paragraph 1. The Grantees may make improvements to the property described in paragraph 1, but any and all amenities placed in the right-of-way will not be reimbursed.

3. Liability. Grantees agree to and hereby do indemnify, save and keep harmless the City of Manitowoc, its agents, its employees, its successors and assigns from all liability, lien, judgment, cost, damage and expense whatsoever kind and nature, which may in anyway be suffered by the City of Manitowoc, or its agents, employees, successors or assigns by reason of or consequence of the use of the property over which this easement is granted to the Grantees, or on account of any act done or suffered or omitted to be done under this easement by the Grantees, their agents, assigns, invitee, guest or representatives. Grantees shall furnish to the City annually, certificates of insurance acceptable to the City demonstrating that Grantees have insurance to meet their liability under this paragraph.

4. Maintenance of the Easement Area. It shall be the sole responsibility of the Grantees to maintain the area covered by this easement for the term of this easement including snow plowing. Grantees may take such steps as are necessary to make the area passable during the term of this easement, provided, that no action shall be taken which interferes with any utilities or other property of the City of Manitowoc or which is otherwise unacceptable to the City. It is understood that upon termination of this easement the Grantees will receive no compensation of any kind for any improvement which may have been made to the easement area by Grantees.

It is further understood and agreed by the parties hereto that this easement will involve no duty, obligation or cost to the City of Manitowoc. That is, for the duration of this easement the City will perform no acts of snow plowing, laying dust palliatives, street maintenance, street improvements or any other obligation.

5. Duration. This easement shall run with the land and shall continue until the City opens the street to the public, vacates the street, the Grantees breach this agreement, or after 90 days notice from the City to the Grantees of the City's intention to terminate this Easement.

6. Petition for Street. It is further understood and agreed that the Grantees, in consideration of the granting of this easement, will, upon request by the City of Manitowoc, sign or join in any petition requesting the extension and improvement of the City street over the area covered by this agreement. The



Grantees waive any and all objections to the permanent paving to be installed at such time and consents that the costs thereof may be assessed and levied pursuant to law against the adjoining property owned by the Grantees which is described herein.

7. Construction. The term "Grantee(s)" shall refer to all persons specifically named herein as Grantee(s), as well as their representatives, successors and assigns.

Dated this 18 day of December, 2019.

GRANTOR: CITY OF MANITOWOC

GRANTEES

By: [Signature]  
Justin M. Nickels, Mayor

By: [Signature]  
Gerard D. Strharsky

By: [Signature]  
Deborah Neuser, City Clerk

By: [Signature]  
Louise E. Strharsky

STATE OF WISCONSIN )  
MANITOWOC COUNTY ) ss.

Personally came before me, this 18 day of December, 2019, Justin M. Nickels, Mayor and Deborah Neuser City Clerk, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of the City of Manitowoc and acknowledged that they executed the foregoing instrument as such Officers as the Temporary Access Easement of said City, by its authority.



[Signature]  
M. Reed-Kadow  
Notary Public, Manitowoc County, WI  
My commission expires 8/15/21

STATE OF WISCONSIN )  
MANITOWOC COUNTY ) ss.

Personally came before me, this 13<sup>th</sup> day of December, 2019, the above named Gerard D. Strharsky and Louise E. Strharsky, to me known to be such persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as Grantees.

[Signature]  
Jessica A. Blahnik  
Notary Public, Manitowoc County, WI  
My commission expires 1/22/21



This instrument was drafted by:  
Kathleen M. McDaniel, City Attorney

**TEMPORARY ACCESS EASEMENT AGREEMENT  
OVER UNIMPROVED RIGHT-OF-WAY**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
between the City of Manitowoc, Wisconsin, a municipal corporation,  
Grantor, and Brent Hansen, Grantee.

WHEREAS, Brent Hansen, Grantee, owns land in the City of Manitowoc  
which is more particularly described as follows:

A tract of land in the NE ¼ of the NW ¼ of Section 11, T.19  
N., R. 23 E., City of Manitowoc, Manitowoc County, Wisconsin  
described as follows: Lot 2 of Certified Survey Map recorded  
in Volume 33, Page 141, Document No. 1191282.

Tax Parcel No.811-104-055.

WHEREAS, the City of Manitowoc, Wisconsin, a Wisconsin corporation,  
("City") is the owner of certain land adjoining the above-described  
property which has been dedicated or is intended for street purposes; and

WHEREAS, the Grantee desires to obtain a temporary easement over the  
adjoining land owned by the City for purposes of obtaining access to the  
above described real estate and for installation of sewer and water  
laterals; and

WHEREAS, the City is willing to grant such an easement on the terms  
and conditions set forth below:

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Easement. Pursuant to Wis. Stats. §66.0425 and for and  
in consideration of the sum of \$1.00 and other good and valuable  
consideration, receipt whereof is hereby acknowledged, the City does  
hereby grant and convey unto the Grantee, its successors and assigns, an  
easement for temporary access on the unimproved right-Of-way of Homestead  
Road to allow for access to an unimproved right-of-way, over the  
following described real estate:

A temporary access easement over unimproved right-of-way for a  
parcel of land located in the NE ¼ of the NW ¼ of Section 11,  
T.19 N., R. 23 E., City of Manitowoc, Manitowoc County,  
Wisconsin more particularly described as follows:

Commencing at the East ¼ corner of said Section 11,  
thence N00°15'39"E95.11 feet to the north right of way  
of Homestead Road, thence S89°29'36"W along said right  
of way 475.96 feet to the point of real beginning,  
thence continue S89°29'36"W along said right of way  
241.52 feet, thence S00°30'24"E 70.0 Feet to the south  
right of way of Homestead Road, thence N89°29'36"E along  
said right of way 241.52 feet, thence N00°30'24"W 70.0  
feet to the point of real beginning.



Said parcel contains 0.39 acres (16,906 square feet) more or less.

2. Reservation of Use by City. City reserves the right to use the property described in paragraph 1 for any purpose not inconsistent with the easement granted herein during the term of this easement. The Grantee shall exercise the rights granted under this Easement and maintain the property over which the easement is granted in such a manner so as not to interfere with the rights reserved to the City. The Grantee is specifically prohibited from interfering with the installation, maintenance and operation of any utility services now present or hereafter installed by the City over the area described in paragraph 1. The Grantee may make improvements to the property described in paragraph 1, but any and all amenities placed in the right-of-way will not be reimbursed.

3. Liability. Grantee agrees to and hereby does indemnify, save and keep harmless the City of Manitowoc, its agents, its employees, its successors and assigns from all liability, lien, judgment, cost, damage and expense whatsoever kind and nature, which may in anyway be suffered by the City of Manitowoc, or its agents, employees, successors or assigns by reason of or consequence of the use of the property over which this easement is granted to the Grantee, or on account of any act done or suffered or omitted to be done under this easement by the Grantee, its agents, assigns, invitee, guest or representatives. Grantee shall furnish to the City annually, certificates of insurance acceptable to the City demonstrating that Grantee has insurance to meet its liability under this paragraph.

4. Maintenance of the Easement Area. It shall be the sole responsibility of the Grantee to maintain the area covered by this easement for the term of this easement including snow plowing. Grantee may take such steps as are necessary to make the area passable during the term of this easement, provided, that no action shall be taken which interferes with any utilities or other property of the City of Manitowoc or which is otherwise unacceptable to the City. It is understood that upon termination of this easement the Grantee will receive no

compensation of any kind for any improvement which may have been made to the easement area by Grantee.

It is further understood and agreed by the parties hereto that this easement will involve no duty, obligation or cost to the City of Manitowoc. That is, for the duration of this easement the City will perform no acts of snow plowing, laying dust palliatives, street maintenance, street improvements or any other obligation.

5. Duration. This easement shall run with the land and shall continue until the City opens the street to the public, vacates the street, the Grantee breaches this agreement, or after 90 days notice from the City to the Grantee of the City's intention to terminate this Easement.

6. Petition for Street. It is further understood and agreed that the Grantee, in consideration of the granting of this easement, will, upon request by the City of Manitowoc, sign or join in any petition requesting the extension and improvement of the City street over the area covered by this agreement. The Grantee waives any and all objections to the permanent paving to be installed at such time and consents that the costs thereof may be assessed and levied pursuant to law against the adjoining property owned by the Grantee which is described herein.

7. Construction. The term "Grantee(s)" shall refer to all persons specifically named herein as Grantee(s), as well as their representatives, successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

GRANTOR: CITY OF MANITOWOC

GRANTEE: Brent Hansen

By: \_\_\_\_\_  
Justin M. Nickels, Mayor

By: \_\_\_\_\_  
Brent Hansen

By: \_\_\_\_\_  
Deborah Neuser, City Clerk

STATE OF WISCONSIN )  
) ss.  
MANITOWOC COUNTY )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, Justin M. Nickels, Mayor and Deborah Neuser City Clerk, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of the City of Manitowoc and acknowledged that they executed the foregoing instrument as such Officers as the Temporary Access Easement of said City, by its authority.

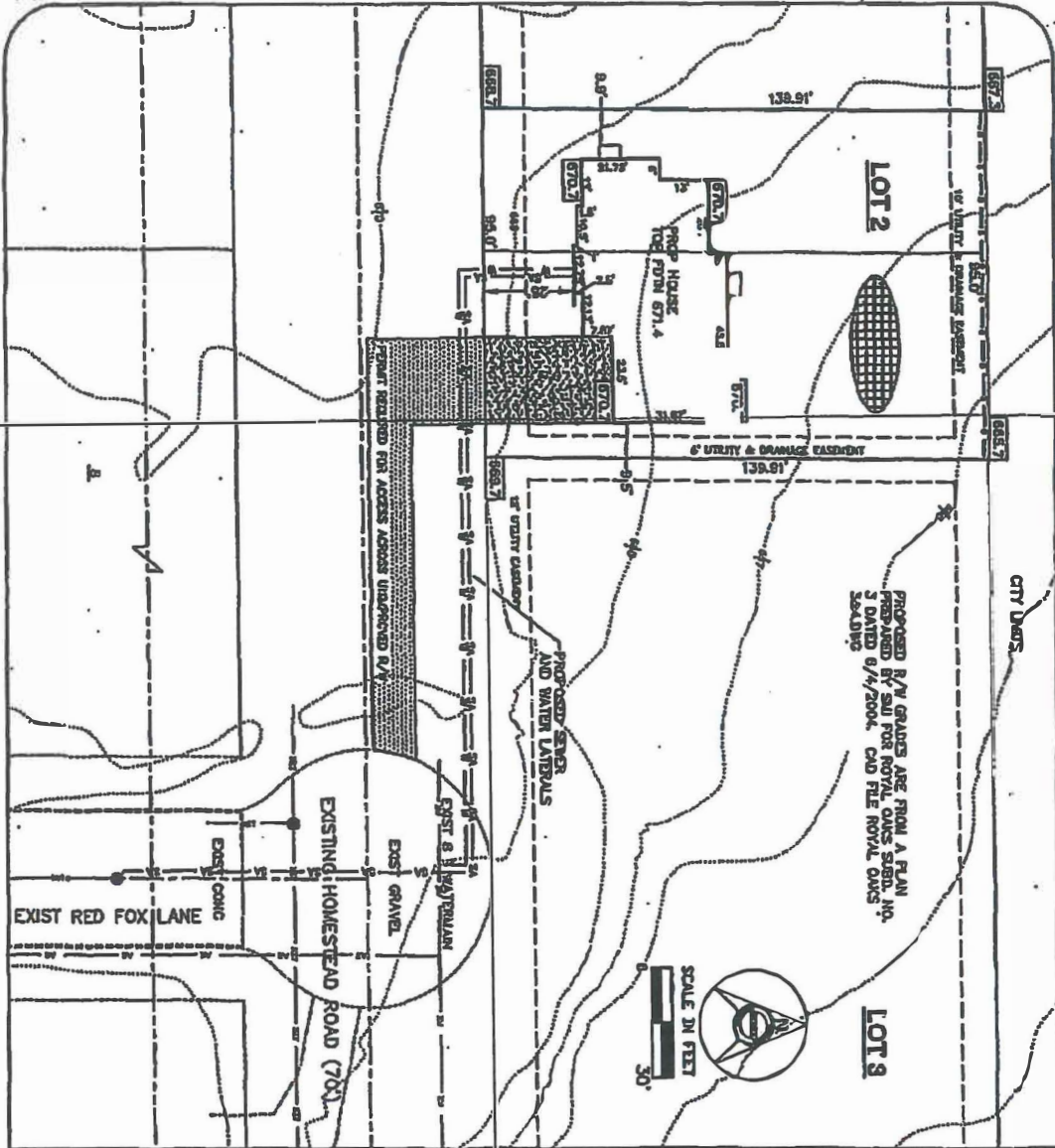
\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, Manitowoc County, WI  
My commission expires  
\_\_\_\_\_

STATE OF WISCONSIN )  
) ss.  
MANITOWOC COUNTY )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above named Brent Hansen, to me known to be such person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as Grantee.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, Manitowoc County, WI  
My commission expires  
\_\_\_\_\_

This instrument was drafted by:  
Greg Minikel, P.E. Engr. Div. Manager &  
Elizabeth Majerus, Staff Attorney



PROPOSED P/W GRADIES ARE FROM A PLAN  
 DATED 6/4/2004. CAN FILE FOR P/W  
 GRADIES



**DESCRIPTION: LOT 2 OF A CERTIFIED SURVEY RECORDED IN VOLUME PAGE**

**BENCHMARK: STORM AIR ROAD AT THE END OF RED FOX C/DV**

**LOT AREA = 15,292 SQ. FT.**

**TAX NO. = 000-000-000**

**WATER DRAINAGE DIRECTION**

**PROPOSED GRADIES**

**EXISTING CONTOURS**

**LEGEND:**

- - IRON ROD SET
- - IRON PIPE FOUND
- △ - SERVICE
- △ - P.I.C. NAIL
- ⊘ - WOOD STAKE SET

**NOTES:**

1. NEAREST CORNER THAT WE HAVE CHECKED LOT CORNERS, SET MARKS, AND GRADIES

**DATE: \_\_\_\_\_**

**PLATE 11 STEINBERGER T-15 P-103**

**EROSION CONTROL NOTES**

INSTALL A SOIL ACCESS BANK LENGTH 3 TO 6 FEET PERCENTAGE TO BORDERS TO PREVENT EROSION FROM THE ADJACENT SIDEWALK AND DRIVEWAY. THE EROSION CONTROL SHALL BE INSTALLED AS SHOWN ON THE ATTACHED EROSION CONTROL PLAN.

ALL GUT-SIDE STREET IMPROVEMENTS AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE COMPLETED BY THE END OF EACH WORK DAY AND ALL GUT-SIDE STREET IMPROVEMENTS SHALL BE COMPLETED AS A RESULT OF A STREET SHALL BE COMPLETED BY THE END OF EACH DAY.

ALL CONSTRUCTION ACTIVITIES SHALL BE PROHIBITED FROM THE SIDEWALK, SIDEWALK STRIPS, AND DRIVEWAYS. ALL CONSTRUCTION SHALL BE COMPLETED BY THE END OF EACH DAY. ALL CONSTRUCTION SHALL BE COMPLETED BY THE END OF EACH DAY. ALL CONSTRUCTION SHALL BE COMPLETED BY THE END OF EACH DAY.

**CONSTRUCTION NOTES:**

- CONCRETE
- GRAVEL
- ASPHALT
- PAVEMENT
- CONCRETE
- GRAVEL
- ASPHALT
- PAVEMENT
- CONCRETE
- GRAVEL
- ASPHALT
- PAVEMENT
- CONCRETE
- GRAVEL
- ASPHALT
- PAVEMENT

DATE	5/7/10
DRAWN BY	STEINBERGER
JOB NO.	1010308
CAD FILE	EXPLOT1010308(5)
SCALE	1"=30'
SHEET	1 OF 1

### BUILDING PERMIT SITE PLAN

LOCATED AT  
 HOMESTEAD LANE

PREPARED FOR: CADD NUMBER

**S.M. CIVIL AND STRUCTURAL ENGINEERS**  
 605 SHERBORNE DRIVE  
 MANITOWISH, WI 54222-3147  
 TEL: 920-884-3500  
 FAX: 920-884-8500







