

PT
12-10-19

19-1351

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

This agreement made this _____ day of _____, 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

