

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

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Manitowoc, Wisconsin, a municipal corporation, Grantor, and Vinton Construction Company, Grantee.

WHEREAS, Vinton Construction Company, Grantee, owns land in the City of Manitowoc which is more particularly described as follows:

A Parcel of land located in the NW ¼ of the NE ¼ of Section 17, T.19N., R.24E., City of Manitowoc, Manitowoc County, Wisconsin. Identified as that part of NW 1/4 NE 1/4 Section 17-19-24 described in Volume 1703 Page 630 except that part described in Volume 1886 Page 42, Manitowoc County Register of Deeds. (The Property is abutting Radandt Drive).

**Tax Parcel No. 817-101-033.**

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

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 Radandt Drive 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 of the NE ¼ of Section 17, T.19N., R.24E., City of Manitowoc, Manitowoc County, Wisconsin. The centerline of 66-foot road affected by this access is described as follows:

Commencing at the North ¼ corner of said Section 17, thence S89°51'56"E (recorded as S89°00'00"E) along the section line 337.42 feet to the centerline of Radandt Drive extended to the section line, thence S00°08'04"W (recorded as S01°00'00"W) along said centerline 713.28 feet to the point of curvature of a 165 foot radius centerline curve to the left, thence southeasterly along the arc of said curve 231.09 feet (chord S39°59'19"E 212.66 feet) to the point of real beginning, thence continue along the arc of said curve 82.45 feet, (chord N85°34'21"E 81.60 feet), thence N71°15'24"E (recorded as

N72<sup>0</sup>07'20"E) 118.02 feet to the point of curvature of a 244.37 foot radius centerline curve to the left, thence Northeasterly along the arc of said curve 303.34 feet (chord N35<sup>0</sup>41'44"E (recorded as N36<sup>0</sup>33'40"E) 284.24 feet, thence N00<sup>0</sup>08'04"E (recorded as N01<sup>0</sup>00'00"E) 560.00 feet to the south right of way of East Albert Drive the point of termination.

Said parcel contains 70,211 square feet 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 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 \_\_\_\_\_, 2020.

**GRANTOR: CITY OF MANITOWOC**

**GRANTEE: VINTON CONSTRUCTION CO.**

By: \_\_\_\_\_

Justin M. Nickels, Mayor

By: \_\_\_\_\_

Michael J. Maples,  
President and Secretary

By: \_\_\_\_\_

Deborah Neuser, City Clerk

STATE OF WISCONSIN)  
  ) ss.  
MANITOWOC COUNTY )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 \_\_\_\_\_, 2020, the above named Michael J. Maples, President and Secretary, to me known to be such person who executed the foregoing instrument, and acknowledged that he 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  
\_\_\_\_\_

This instrument was revised by:  
Greg Minikel, P.E. Engr. Div. Manager

Approved By:  
Kathleen M. McDaniel, City Attorney