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20-0506

CITY OF MANITOWOC
WISCONSIN, USA
www.manitowoc.org



May 4, 2020

CONSENT

TO: Mayor and Common Council
FROM: Board of Public Works
SUBJECT: Permanent Easement for 1018 W. Crescent Dr.

Dear Mayor and Common Council:

At the April 29, 2020 Board of Public Works meeting, the Board met to approve Permanent Easement by Ralph & Susan Skarda Rev Trust dated March 1, 1994 for a permanent utility easement for storm sewer west of W. Crescent Drive.

"Moved by City Attorney Kathleen McDaniel, seconded by Finance Director Treasurer Steve Corbeille, and unanimously carried accept and execute the Permanent Easement. Ayes, 8. Nays, none."

Very Truly Yours,

DEBORAH NEUSER
Secretary Board of Public Works

Deborah Neuser, CMC, City Clerk
CITY HALL • 900 Quay Street • Manitowoc, WI 54220-4543
Phone (920) 686-6950 • Fax (920) 686-6959 • dneuser@manitowoc.org

PERMANENT EASEMENT

This Easement granted this 23rd day of APRIL, 2020, by Ralph & Susan Skarda Rev Trust dated March 1, 1994, n/k/a Susan E. Skarda Survivor's Trust- Irrevocable December 22, 2019, "Grantor", to the City of Manitowoc, a municipal corporation in the County of Manitowoc, State of Wisconsin, "Grantee", where Grantor does dedicate and hereby grant, release, assign, set over and quit claim unto Grantee, a perpetual easement forever over, under and through the land hereinafter specifically described to be utilized for a permanent utility easement for storm sewer west of W. Crescent Drive, as follows:

A permanent construction easement, located in Northeast Quarter of the Northwest Quarter (NE¼, NW¼) of Section 24, Township 19 North, Range 23 East, City of Manitowoc, Manitowoc County, Wisconsin, being part of Lot 6, Block 1, Waldo West Subdivision, and more particularly described as follows (the "Easement Area"):

Commencing at the Northwest corner of said Lot 6;

Thence Northeasterly along said lot line of Lot 6, a distance of 180.72 feet, to the Northeast corner of Lot 6, also being the Westerly Right-of-Way Line of West Crescent Drive; thence southeasterly, a distance of 8 feet along the west right-of-way line of West Crescent Drive; thence Southwesterly, being parallel with the northwesterly lot line of Lot 6, a distance of 120 feet; thence southeasterly, being parallel with the westerly lot line of Lot 6, 12 feet; thence southwesterly, being parallel to the northerly lot line of Lot 6, a distance of 61 feet, to the west lot line of Lot 6; thence Northwesterly, a distance of 20 feet, to the Northwest corner of said Lot 6, also being the point of beginning.

Said parcel contains 0.05 acres more or less, and is shown on the attached map attached hereto as Exhibit A.

See Attached Exhibit B for additional terms and provisions.

This easement shall run with the land and is binding on the Grantor and Grantee, as well as their agents, personal representatives, heirs, successors, lessees and assigns.

In witness whereof, the Grantor has put their hand and seal hereto this 23rd day of APRIL, 2020.

GRANTOR: RALPH & SUSAN SKARDA REV. TRUST dated March 1, 1994 n/k/a SUSAN E. SKARDA SURVIVOR'S TRUST IRREVOCABLE December 22, 2019

By: Steven T. Skarda, Co-Trustee

GRANTEE: CITY OF MANITOWOC

By: Justin M. Nickels, Mayor

By: Deborah Neuser, City Clerk

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 23rd day of April, 2020, the above named Steven Skarda, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Bonnie L. Timm
Notary Public MANITOWOC County, WI
My commission (expires)(is) 1-21-2024

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Recording Area

Name and Return Address

Deborah Neuser,
City Clerk
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220-4543

765-001-061

Tax Identification Number

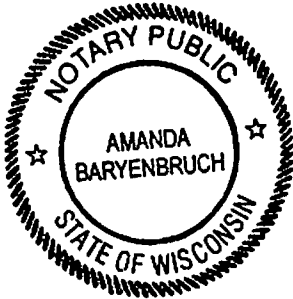
NOTARY PUBLIC
STATE OF WISCONSIN
BONNIE L. TIMM

STATE OF WISCONSIN)

) ss.

MANITOWOC COUNTY)

Personally came before me this 30th day of April, 2020, the
Above signed Justin M. Nickels and Deborah Neuser, who executed the foregoing instrument
and to me known to be such Mayor and City Clerk of the City of Manitowoc, WI, a Wisconsin
Municipal Corporation, and acknowledged that they executed the foregoing instrument as such
Officers of said City, by its authority.

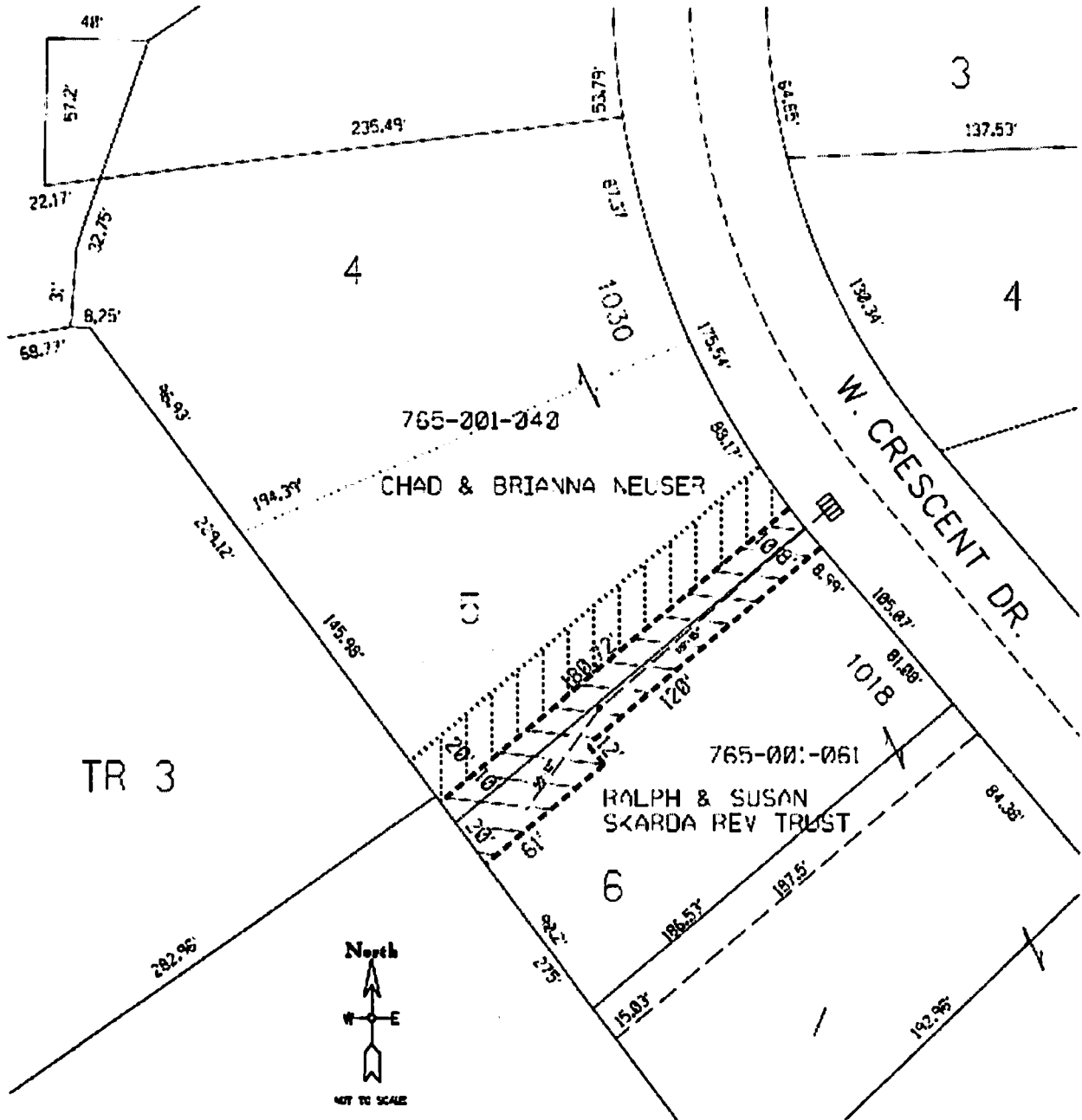


Amanda Baryenbruch

Notary Public
Manitowoc County, Wisconsin
My commission expires September 12, 2021

EXHIBIT A
MAP

SEWER EASEMENT - W. CRESCENT DR.





-  20' TEMPORARY CONSTRUCTION EASEMENT
-  PERMANENT SEWER EASEMENT

EXHIBIT B

ADDITIONAL TERMS AND PROVISIONS

1. Grantor hereby grants to Grantee a non-exclusive easement for ingress and egress as well as the operation of construction equipment, vehicles, and contractors on, over, and across the Easement Area to reasonably allow the activities anticipated in this Easement. This Easement allows Grantee, and its invitees, agents, and contractors, to engage in the following activities on the Easement Area: (a) the ingress and egress of individuals, vehicles, and equipment over and across the Easement Area; (b) the operation of construction equipment, vehicles and contractors on, over and across the Easement Area for the purpose of the replacement of the existing storm sewer pipe located within the Easement Area with a 15 inch storm sewer pipe and future maintenance and repair of the 15 in storm sewer pipe; and (c) the restoration of the Easement Area as required herein. Grantee shall provide Grantor with not less than twenty-four (24) hours prior notice before any of the foregoing activities are performed on the Easement Area.
2. Grantor shall not construct any building, structure, or other permanent improvement on, below, over, under or through the Easement Area. Notwithstanding the foregoing, Grantor shall in its sole discretion be permitted to reconstruct or replace the existing light pole and existing air conditioning unit in substantially the same locations as currently located on the property as of the effective date hereof at any time during the term of this Easement.
3. Grantee is permitted to remove (clearing and grubbing) seven (7) existing trees ranging in size from 3 inch diameter to 6 inch diameter and one (1) existing 18 inch diameter tree. Grantee shall provide Grantor with twenty-four (24) hours' notice prior to the removal of any such trees and shall identify and mark any such trees that are to be removed by Grantee. Grantee shall not be required to replace the trees being removed and Grantor agrees to not replace or plant any trees within the Easement Area during the term of this Easement.
4. Grantee shall replace any existing shrubs along the north side of the house located adjacent to the Easement Area if any shrubs are damaged during the storm sewer construction or future repairs.
5. Grantee agrees to repair or replace the existing light pole and air conditioner if it is damaged during storm sewer construction or any future repairs.
6. Grantee shall promptly after construction or repair restore all disturbed areas to a condition that existed prior to the work performed, including repair and replacement of lawn, landscaping, and concrete sidewalk.
7. Grantee shall promptly after construction or repair reconnect the existing storm sewer pipe to the new 15 inch storm sewer pipe.
8. Grantor shall be allowed to make other connections to the new storm sewer without any assessments or connection fees being levied by the City of Manitowoc.
9. Grantee shall indemnify Grantor and its successors and assigns from and against all loss, costs, injury, death, or damage to persons or property that at any time during the term of this permanent easement, may be suffered or sustained by any person or entity in connection with Grantee or its agents' activities conducted on the above described Easement Area, regardless of the cause of the injury, except to the extent caused by the intentional misconduct of Grantor or its guests, invitees, and/or agents.

Deborah Neuser

From: Jane Rhode
Sent: Wednesday, April 29, 2020 11:24 AM
To: Deborah Neuser
Subject: RE: A20-00060 Storm Sewer Easements - 1018 (Skarda) & 1030 (Neuser) West Crescent Dr

Sure, that's fine...I questioned this w/Liz, and she said that because of the City agreeing to pay for landscaping, this was required. So they will need to be paid when this is all approved by CC.

Thanks!

From: Deborah Neuser
Sent: Wednesday, April 29, 2020 11:22 AM
To: Jane Rhode
Subject: RE: A20-00060 Storm Sewer Easements - 1018 (Skarda) & 1030 (Neuser) West Crescent Dr

For some reason this easement has a place for Mayor and Clerk to sign as well. Do you want copy AFTER Mayor and Clerk sign?
Deborah

From: Jane Rhode
Sent: Tuesday, April 28, 2020 4:01 PM
To: Deborah Neuser <dneuser@manitowoc.org>
Subject: A20-00060 Storm Sewer Easements - 1018 (Skarda) & 1030 (Neuser) West Crescent Dr

Hi Deborah,

When you have a chance, please email me a copy of the signed Skarda Easement.

Thanks!

**** Attached file(s):**
Atty. Spurney ltr encl Skarda Easement 4-24-2020.pdf.pdf



Jane Rhode
Paralegal • City Attorney's Office • City Hall
900 Quay Street, Manitowoc, WI 54220-4543
(920) 686-6990 | jrhode@manitowoc.org