

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

This agreement made this _____ day of _____, 2021, between the City of Manitowoc, Wisconsin, a municipal corporation, Grantor, and Manitowoc Storage Solutions LLC, a Wisconsin Limited Liability Company located at 1701 Washington Street, Suite 200, Manitowoc, WI 54220, Grantee.

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

A parcel of land located in the SW ¼ of the NE ¼ of Section 13, T.19N., R.23E., City of Manitowoc, Manitowoc County, Wisconsin. Identified as Tract 8 of Certified Survey V. 18, P. 195.

Tax Parcel No. 813-402-029.

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

WHEREAS, Grantee desires to obtain a temporary easement over the ROW for purposes of obtaining access to the above described real estate for access to a mini-storage unit warehouse on Menasha Avenue.

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 Grantee, its successors and assigns, an easement for temporary access on the unimproved right-of-way of Braun Court, south of Menasha Avenue, to allow for access to Grantee's above-described real estate, over the following described real estate:

A temporary access easement over unimproved right-of-way for a tract of land located in the SW 1/4 of the NE 1/4 of Section 13, T.19N., R.23E., City of Manitowoc, Manitowoc County, Wisconsin described as follows:

Commencing at the northwest corner of Tract 8 of a Certified Survey recorded in Volume 18, Page 195, the point of real beginning, being a

point at the intersection of the north right of way of Menasha Avenue and the east right of way of Braun Court, also being a point on a 200 foot radius right of way curve to the left, thence southwesterly along the arc of said curve 94.03 feet (chord S13°49'12"W 93.17 feet), thence N89°38'56"W 70.0 feet to the west right of way of Braun Court, also being a point on a 270 foot radius right of way curve to the right, thence northeasterly along the arc of said curve 126.94 feet to the south right of way of Menasha Avenue, thence S62°42'41"E along said right of way 70.0 feet to the point of real beginning.

Said parcel contains 7,714 square feet, or 0.18 acres more or less, and is shown on the 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 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 14th day of JUNE, 2021.

GRANTOR: CITY OF MANITOWOC

GRANTEE: MANITOWOC STORAGE SOLUTIONS, LLC

By: _____
Justin M. Nickels, Mayor

By: [Signature]
Brian Lodel, Managing Member

By: _____
Mackenzie Reed-Kadow, City Clerk

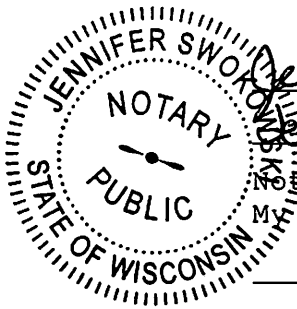
STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this _____ day of _____, 2021, Justin M. Nickels, Mayor and Mackenzie Reed-Kadow, 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 _____

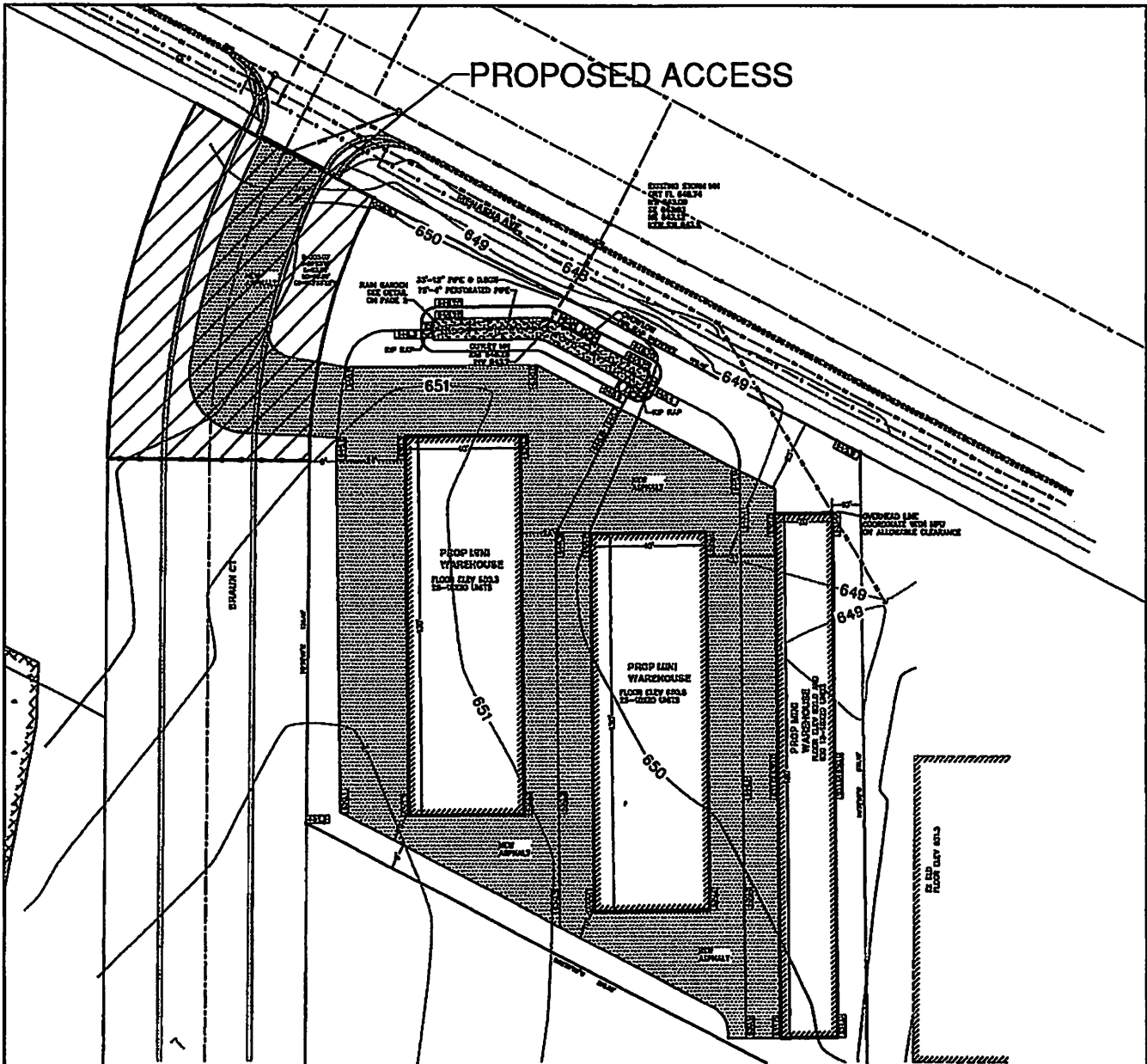
STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 14 day of June, 2021, 2021, the above named Brian Lodel, Managing Member, to me known to be such person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as such Officer as the Temporary Access Easement of said City, by its authority.



[Signature]
Jennifer Swotowski
Notary Public, Manitowoc County, WI
My commission expires 11-26-24

This instrument was drafted by Elizabeth Majerus, Assistant City Attorney

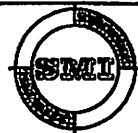


DESCRIPTION:

A tract of land located in the SW 1/4 of the NE 1/4 of Section 13, T.19N., R.23E., City of Manitowoc, Manitowoc County, Wisconsin described as follows:
 Commencing at the northwest corner of Tract B of a Certified Survey recorded in Volume 18, Page 195, the point of real beginning, being a point at the intersection of the north right of way of Menasha Avenue and the east right of way of Braun Court, also being a point on a 200 foot radius right of way curve to the left, thence southwesterly along the arc of said curve 94.03 feet (chord S13°49'12"W 93.17 feet), thence N89°38'56"W 70.0 feet to the west right of way of Braun Court, also being a point on a 270 foot radius right of way curve to the right, thence northeasterly along the arc of said curve 126.94 feet to the south right of way of Menasha Avenue, thence S62°42'41"E along said right of way 70.0 feet to the point of real beginning.

MANITOWOC STORAGE SOLUTIONS - ACCESS OVER UNIMPROVED RIGHT OF WAY

CONTACT
 NAME: BRIAN LODEL
 COMPANY: MANITOWOC STORAGE SOLUTIONS
 ADDRESS: 1701 WASHINGTON STREET
 MANITOWOC WI 54220
 920-629-5498



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