

COPY

October 21, 2010


CITY OF
MANITOWOC

Juliana M. Ruenzel
City Attorney

Ms. Lisa M. Duveneck
3608 Menasha Avenue
Manitowoc, WI 54220

Kathleen M. McDaniel
Assistant City Attorney

Re: Temporary Access Easement Agreement Over Unopened Street

Dear Ms. Duveneck:

I spoke with your father about your concerns with the City's Temporary Access Easement Agreement. After that conversation, I spoke with the City Department of Engineering about your concerns. The City has removed the words "or vacation" from paragraph six at your request.

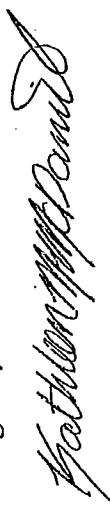
If the enclosed easement agreement meets with your approval, please sign on page 3 in front of a notary public and return the document to the City Clerk by November 11th so it can be referred to the Common Council on November 15th. Please be aware that if you do not sign the easement, the City may require you to relocate the driveway so that it is not located in dedicated right-of-way.



CITY ATTORNEY

Please contact the Director of Public Works if you have any questions.

Best regards,



Kathleen M. McDaniel
Assistant City Attorney

KMM:jr

Enclosure

cc: Jennifer Hudon, City Clerk/Deputy Treasurer
✓Valerie Mellon, Director of Public Works/City Engineer
Greg Minikel, Deputy Director of Public Works/City Engineer

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**TEMPORARY ACCESS EASEMENT AGREEMENT
OVER UNOPENED STREET**

This agreement made this _____ day of _____, 2010, between the City of Manitowoc, Wisconsin, a municipal corporation, Grantor, and Lisa M. Duveneck, Grantee.

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

Tract Numbered One (1) of a Certified Survey in Lot Numbered Five (5) of the Subdivision of the East One-Half (E ½) of the Northwest Quarter (NW ¼) of Section Numbered Thirteen (13), Township Numbered Nineteen (19) North, Range Numbered Twenty-three (23) East, in the City of Manitowoc, as recorded in the Office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume 1 of Certified Survey Maps, Page 549, Document #412071; AND Tract Numbered One-A (1A) of a Certified Survey in Lots Numbered Four (4) and Five (5) of the Subdivision of the East One-Half (E ½) of the Northwest Quarter (NW ¼) of Section Numbered Thirteen (13), Township Numbered Nineteen (19) North, Range Numbered Twenty-three (23) East, in the City of Manitowoc, as recorded in the Office of the Register of Deeds for Manitowoc County, Wisconsin in Volume 3 of Certified Survey Maps, Page 203, Document #442191.

Tax Parcel No. 719-005-010.

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 at 3608 Menasha Avenue to allow for access to a driveway on the dedicated street known as Golet Drive, over the following described real estate:

A Temporary Access Easement for a parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW ¼) of Section 13, Township 19 North, Range 23 East, City of Manitowoc, Manitowoc County, Wisconsin, being part Golet Drive right-of-way, lying adjacent to Tract 1A as described in

Volume 3, Page 203 of Certified Survey Maps, recorded at the Manitowoc County Register of Deeds Office and being more particularly described as follows:

Commencing at the southwest corner of said Tract 1A, also being the northeast corner of Menasha Avenue and Golet Drive intersection and the true point of beginning; thence Northeasterly along the east right-of-way line of Golet Drive, a distance of 70 feet; thence Northwesterly and perpendicular to said east right-of-way line, a distance of 43 feet; thence Southwesterly and parallel to said east right-of-way line, a distance of 70 feet to the extended north right-of-way line of Menasha Avenue; thence Southeasterly along said extended north right-of-way line, a distance of 43 feet to the true point of beginning.

Said parcel contains 3,010 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 place 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 _____, 2010.

GRANTOR: CITY OF MANITOWOC

GRANTEE: LISA M. DUVECK

By: Justin M. Nickels, Mayor

By: Lisa M. Duveneck

By: Jennifer Hudon, City Clerk/
Deputy Treasurer

STATE OF WISCONSIN) ss.
MANITOWOC COUNTY)

Personally came before me, this _____ day of _____, 2010, Justin M. Nickels, Mayor and Jennifer Hudon, City Clerk/Deputy Treasurer, 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.

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this _____ day of _____, 2010, the above named Lisa M. Duveneck, to me known to be such person who executed the foregoing instrument, 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

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

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