

PI
9-21-15

15-1004

TEMPORARY ACCESS EASEMENT AGREEMENT

This agreement made this _____ day of _____, 2015, between the City of Manitowoc, Wisconsin, a municipal corporation, Grantor, and Jared Smith, Grantee.

WHEREAS, Jared Smith, Grantee, owns land in the Town of Manitowoc Rapids located at 1436 North Rapids Road (Tax Parcel No. 010-014-013-007.00), which is adjacent to the City's North Rapids Road Stormwater Detention Pond Site located on North Rapids Road; and

WHEREAS, the City is the owner of certain land adjoining the above-described property, and Grantee desires to obtain a temporary easement over a portion of the City's North Rapids Road Stormwater Detention Pond Site, for purposes of obtaining access to the above-described real estate for brush cleanup and general yard maintenance due to a steep downgrade on his property; 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 Grantee, an easement for temporary access to a portion of land at the City's North Rapids Road Stormwater Detention Pond Site, to allow grantee to access his property, subject to satisfactory annual reviews by the Public Infrastructure Committee of any substantiated neighborhood or other complaints, described as follows:

A temporary access easement area being 25' X 250', consisting of 0.14 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 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.

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, including a minimum of \$250,000 liability insurance.

4. Maintenance of the Easement Area. It shall be the responsibility of the Grantee to maintain the area covered by this easement in the condition which he found it. 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, and that Grantee agrees to the following:

1. Avoid damaging any of the grass area, including hillside erosion. If he does damage City property, then he will have to make the necessary repairs at his expense
2. Grantee does not track material (sediment) onto the road or shoulder of North Rapids Road
3. No materials shall be allowed to enter the City's stormwater pond.
4. Grantee will work with the City's Operations Team Lead to gain access to the property and provide such equipment as designated by the City at his expense

5. Duration. This easement shall run with the land and shall continue until the Grantee breaches this agreement, or after 10 days notice from the City to the Grantee of the City's intention to terminate this Easement.

