

16-0949

P.I.  
10-17-16

TEMPORARY ACCESS EASEMENT AGREEMENT  
OVER UNIMPROVED RIGHT-OF-WAY

This agreement made this 7th day of October , 2016,  
between the City of Manitowoc, Wisconsin, a municipal corporation,  
Grantor, and Midwest Assisted Living Partners II, LLC, Grantee.

WHEREAS, Midwest Assisted Living Partners II, LLC, Grantee, owns  
land in the City of Manitowoc which is more particularly described as  
follows:

A parcel of land located in the Northeast Quarter of the  
Southeast Quarter (NE $\frac{1}{4}$ , SE $\frac{1}{4}$ ) of Section 34, Township 19 North,  
Range 23 East, City of Manitowoc, Manitowoc County, Wisconsin,  
described as follows: Lot 2 of a Certified Survey recorded in  
Volume 32, Page 45, Document No. 1160474.

**Tax Parcel No. 834-401-100.**

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 **Florence  
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  
parcel of land located in the Northeast Quarter of the  
Southeast Quarter (NE $\frac{1}{4}$ , SE $\frac{1}{4}$ ) of Section 34, Township 19 North,  
Range 23 East, City of Manitowoc, Manitowoc County, Wisconsin,  
described as follows: Lot 2 of a Certified Survey recorded in  
Volume 32, Page 45, Document No. 1160474 and being more  
particularly described as follows:

Commencing at the northeast corner of said Lot 2, also  
being the intersection of the south right-of-way line of  
Florence Drive and STH 42, also being the true point of  
beginning; thence N 39°14'03" E along said right-of-way of

STH 42, a distance of 80.31 feet, to a point on the South lot line of Lot 1, also being the North Right-of-Way line of Florence Drive; N 45°43'47" W, along the north line of said Florence Drive, a distance of 102.74 feet; thence 105.46 feet along the arc of 150 foot radius curve left; the chord of which bears N 67°18'35" W, 102.98 feet; thence S 01°06'37" W, a distance of 80 feet; thence 45.20 feet along the arc of 60 foot radius curve right, the chord which bears S 67°18'35" E, 44.14 feet; thence S 45°43'47" E, a distance of 109.79 feet to the true point of beginning.

Said parcel contains 14,500 square feet more or less.

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.

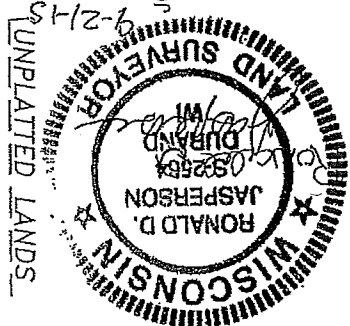
5. Duration. This easement shall run with the land and shall continue until the City opens the street to the public, vacates the street, the Grantee breaches this agreement, or after 90 days notice from the City to the Grantee of the City's intention to terminate this Easement.

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.

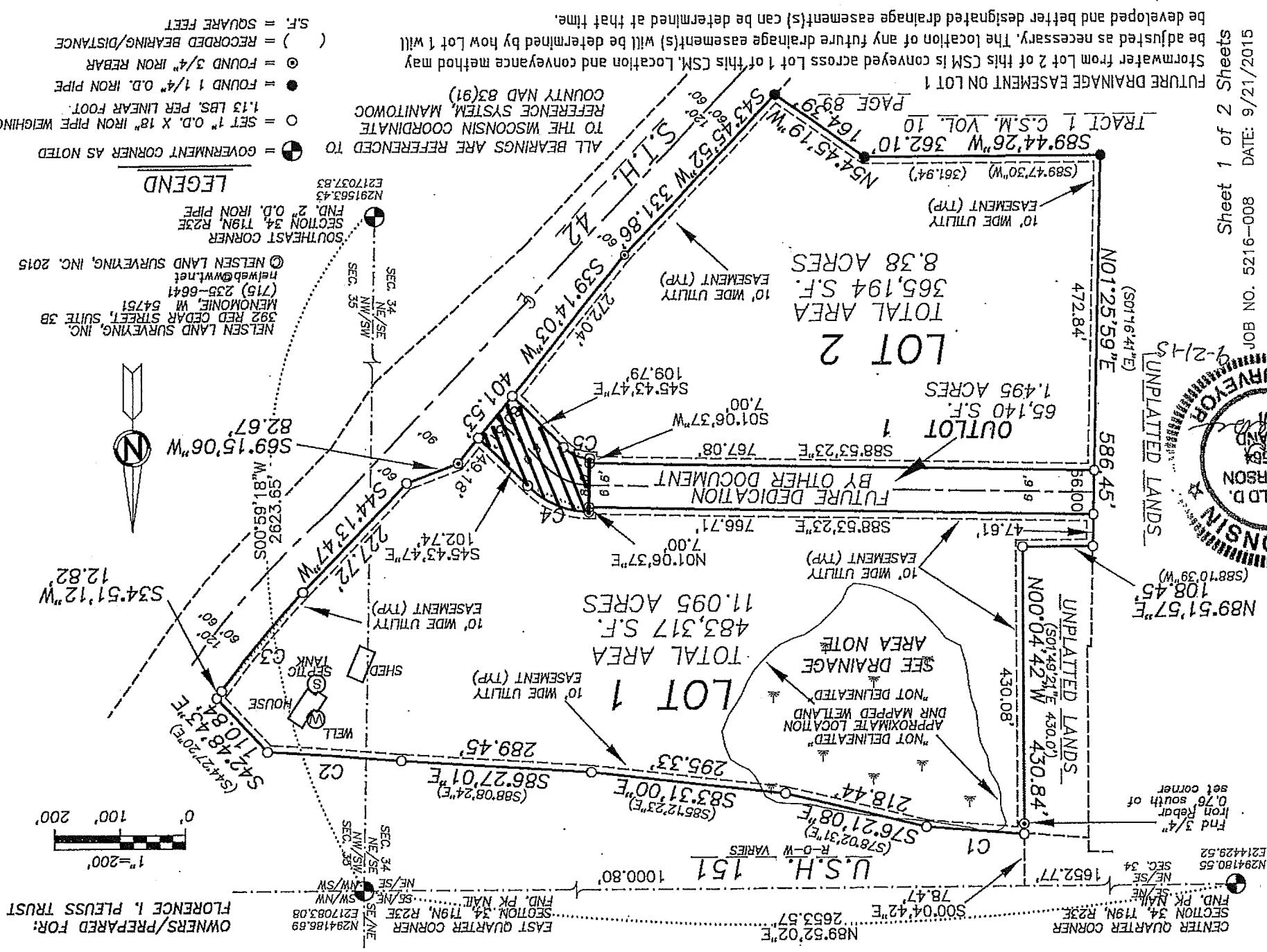
7. Construction. The term "Grantee(s)" shall refer to all persons specifically named herein as Grantee(s), as well as their representatives, successors and assigns.



STATE OF WI. - MTWOC CO  
 PRESTON JONES REG/DEEDS  
 RECEIVED FOR RECORD  
 09/23/2015 3:37:30 PM



Sheet 1 of 2 Sheets  
 JOB NO. 5216-008  
 DATE: 9/21/2015



FUTURE DRAINAGE EASEMENT ON LOT 1  
 Stormwater from Lot 2 of this CSM is conveyed across Lot 1 of this CSM. Location and conveyance method may be adjusted as necessary. The location of any future drainage easement(s) will be determined by how Lot 1 will be developed and better designated drainage easement(s) can be determined at that time.

- ALL BEARINGS ARE REFERENCED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM, MANITOWOC COUNTY NAD 83(91)
- = FOUND 1 1/4" O.D. IRON PIPE
  - = FOUND 3/4" IRON REBAR
  - ( ) = RECORDED BEARING/DISTANCE
  - S.F. = SQUARE FEET
- = GOVERNMENT CORNER AS NOTED

LEGEND

● = SET 1" O.D. X 18" IRON PIPE WEIGHING 1.13 LBS. PER LINEAR FOOT.

○ = FOUND 2" O.D. IRON PIPE

● = SOUTH EAST CORNER SECTION 34, T19N, R23E N291563.43 E217037.83

● = SOUTH WEST CORNER SECTION 34, T19N, R23E N291563.43 E217037.83

● = SOUTH EAST CORNER SECTION 35, T19N, R23E N291563.43 E217037.83

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CERTIFIED SURVEY MAP

LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34 AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 19 NORTH, RANGE 23 EAST, CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN.

OWNERS/PREPARED FOR:  
 FLORENCE I. PLEUSS TRUST

EAST QUARTER CORNER SECTION 34, T19N, R23E N291563.43 E217037.83  
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CURVE DATA:

C1	R= 852.37 Δ= 01'00"18" A= 149.44 CB= 585.28'33"E CL= 149.44 TAN. IN= 585.58'41"E TAN. OUT= 584.58'25"E
C2	R= 868.37 Δ= 01'20"55" A= 204.39 CB= 586.05'53"E CL= 204.39 TAN. IN= 585.25'25"E TAN. OUT= 586.46'20"E
C3	R= 1213.57 Δ= 09'01"55" A= 191.31 CB= 539'40"20"W CL= 191.11 TAN. IN= 544'11"17"W TAN. OUT= 535'09"22"W
C4	R= 140.00 Δ= 43'09"36" A= 105.46 CB= 567'18'35"E CL= 44.14 TAN. IN= 588.53'23"E TAN. OUT= 545'43'47"E
C5	R= 60.00 Δ= 43'09"36" A= 45.20 CB= 567'18'35"E CL= 44.14 TAN. IN= 588.53'23"E TAN. OUT= 545'43'47"E