

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

This agreement made this 16 day of OCT., 2018,  
between the City of Manitowoc, Wisconsin, a municipal corporation,  
Grantor, and Laugin Enterprises, Grantee.

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

A Parcel of land located in the NE ¼ of the SE ¼ of Section  
25, T19N R23E, City of Manitowoc, Manitowoc County, Wisconsin,  
Identified as Lot 2 of a Certified Survey Map recorded in  
Volume 33, Pages 77-78, Document No. 1186982, Manitowoc County  
Register of Deeds. (The Property)  
(2719 Calumet Ave)

**Tax Parcel No. 725-000-033.**

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 **Hamilton  
Street** 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  
tract of land located in the Northeast Quarter of the  
Southeast Quarter (NE¼, SE¼) of Section 25, Township 19 North,  
Range 23 East, City of Manitowoc, Manitowoc County, Wisconsin,  
described as follows:

Commencing at the southeast corner of said Section 25,  
thence N00°21'16"E along the section line 1631.65 feet to  
the south right of way line of Hamilton Street, thence  
N87°55'06"W along said right of way 80.0 feet, thence  
N00°14'54"E 60.0 feet to the north right of way of  
Hamilton Street, thence S89°35'14"E along said right of

way 80.0 feet, thence S00°16'58"W 62.33 feet to the point of real beginning.

Said parcel contains 3,660 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.

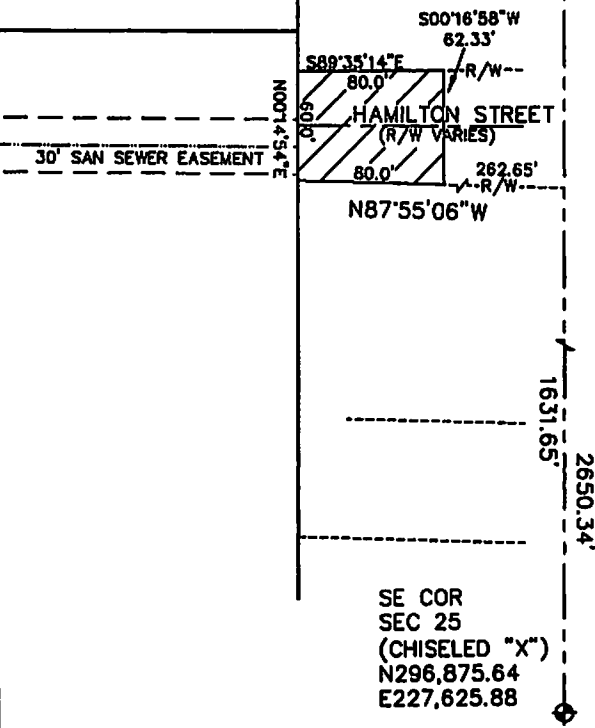
4

E 1/4 COR  
SEC 25  
(1-1/2" IRON ROD)  
N299,525.92  
E227,642.27

SECTION LINE  
S00°21'16"W

**DESCRIPTION:**

A tract of land located in the NE 1/4 of the SE 1/4 of Section 25, T.19N., R.23E., City of Manitowoc, Manitowoc County, Wisconsin, described as follows:  
Commencing at the SE corner of said Section 23, thence N00°21'16"E along the section line 1631.65 feet to the south right of way of Hamilton Street, thence N87°55'06"W along said right of way 262.65 feet to the point of real beginning, thence continue N87°55'06"W along said right of way 80.0 feet, thence N00°14'54"E 60.0 feet to the north right of way of Hamilton Street, thence S89°35'14"E along said right of way 80.0 feet, thence S00°16'58"W 62.33 feet to the point of real beginning.



SCALE IN FEET



**ACCESS OVER UNIMPROVED R/W FOR HAMILTON STREET**

CLIENT: LAUGIN ENTERPRISES  
ADDRESS: 100 MARITIME DRIVE  
MANITOWOC WI 54220  
920-682-0307  
DATE: 10/5/18 JOB NO.: 18106SP  
CAD FILE 17314CS(P)



SMI  
CIVIL AND STRUCTURAL ENGINEERS  
102 REVERE DRIVE  
MANITOWOC, WISCONSIN 54220-3147  
PHONE 920-684-5583 FAX 920-684-5584