

Sts & Grantors
9/21/09

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VOL 2510

PG 466

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TEMPORARY ACCESS EASEMENT AGREEMENT
OVER UNOPENED STREET

DOC# 1073371

STATE OF WI - MTWC CO
PRESTON JONES REG/DEEDS
RECEIVED FOR RECORD
10/27/2009 9:33:00 AM

This agreement made this 19th day of October, 2009, between the City of Manitowoc, Wisconsin, a municipal corporation, Grantor, and Gary D. Retzak and Lynn P. Retzak, Grantees.

WHEREAS, Gary D. Retzak and Lynn P. Retzak, Grantees, own land in the City of Manitowoc which is more particularly described as follows:

Lot 11, Block 9 of Royal Oaks Subdivision No. 3 located in the SE 1/4 of the NE 1/4 of Section 11, Township 19N, Range 23 E in the City of Manitowoc. (As shown on attached Exhibit A.)

Tax Parcel No. 617-009-110.

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 Grantees desire 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. 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 Grantees, their successors and assigns, an easement for temporary access on the unimproved right-of-way at 2727 Red Fox Lane to pave with bituminous the access across Homestead Road to Red Fox Lane. This right of ingress/egress is authorized pursuant to Wis. Stats. §66.0425 and incorporates all rights, remedies and entitlements under this statute. Said granting of easement is with the understanding that the bituminous will be removed once Homestead Road is improved, over the following described real estate:



A Temporary Access Easement for Lot 11, Block 9 of Royal Oaks Subdivision No. 3 located in the SE 1/4 of the NE 1/4 of Section 11, Township 19 North, Range 23 East, City of Manitowoc, Manitowoc County, Wisconsin being part of the right-of-way of Homestead Road and described as follows:

Commencing at the northwest corner of said Lot 11 also being the southeast corner of the intersection of the right-of-way of Red Fox Lane and Homestead Road, the point of real beginning, thence N 00° 15' 40" E, 35.0 feet to the centerline of said Homestead Road, thence N 89° 29' 36" E along said centerline 65.0 feet, thence S 00° 15' 40" W, 35.0 feet to the south right-of-way of said Homestead Road, thence S 89° 29' 36" W along said right-of-way 65.0 feet to the point of real beginning. (As shown on 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 Grantees 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 Grantees are 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 Grantees may make improvements to the property described in paragraph 1, but only with the prior written consent of the City Engineer.

3. Liability. Grantees agree to and hereby do 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 Grantees, or on account of any act done or suffered or omitted to be done under this easement by the Grantees, their agents, assigns, invitee, guest or representatives. Grantees shall furnish to the City annually, certificates of insurance.



acceptable to the City demonstrating that Grantees have insurance to meet their liability under this paragraph.

4. Maintenance of the Easement Area. It shall be the sole responsibility of the Grantees to maintain the area covered by this easement for the term of this easement including snow plowing. Grantees 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 Grantees will receive no compensation of any kind for any improvement which may have been made to the easement area by Grantees.

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 Grantees breach this agreement, or after 90 days notice from the City to the Grantees of the City's intention to terminate this Easement.

6. Petition for Street. It is further understood and agreed that the Grantees, 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 or vacation of the City street over the area covered by this agreement. The Grantees waive 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 Grantees which is described herein.

PROPOSED HOUSE AT 2727 RED FOX LANE

000.0 - EXISTING GRADES
 000.0 - PROPOSED GRADES

DESCRIPTION: LOT 11, BLOCK 9, OAK ~~PLAZA~~ SUBD. NO. 3,
 CITY OF MANITOWOC

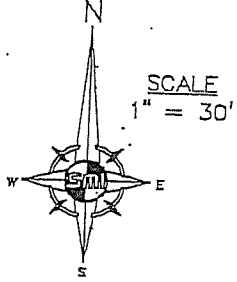
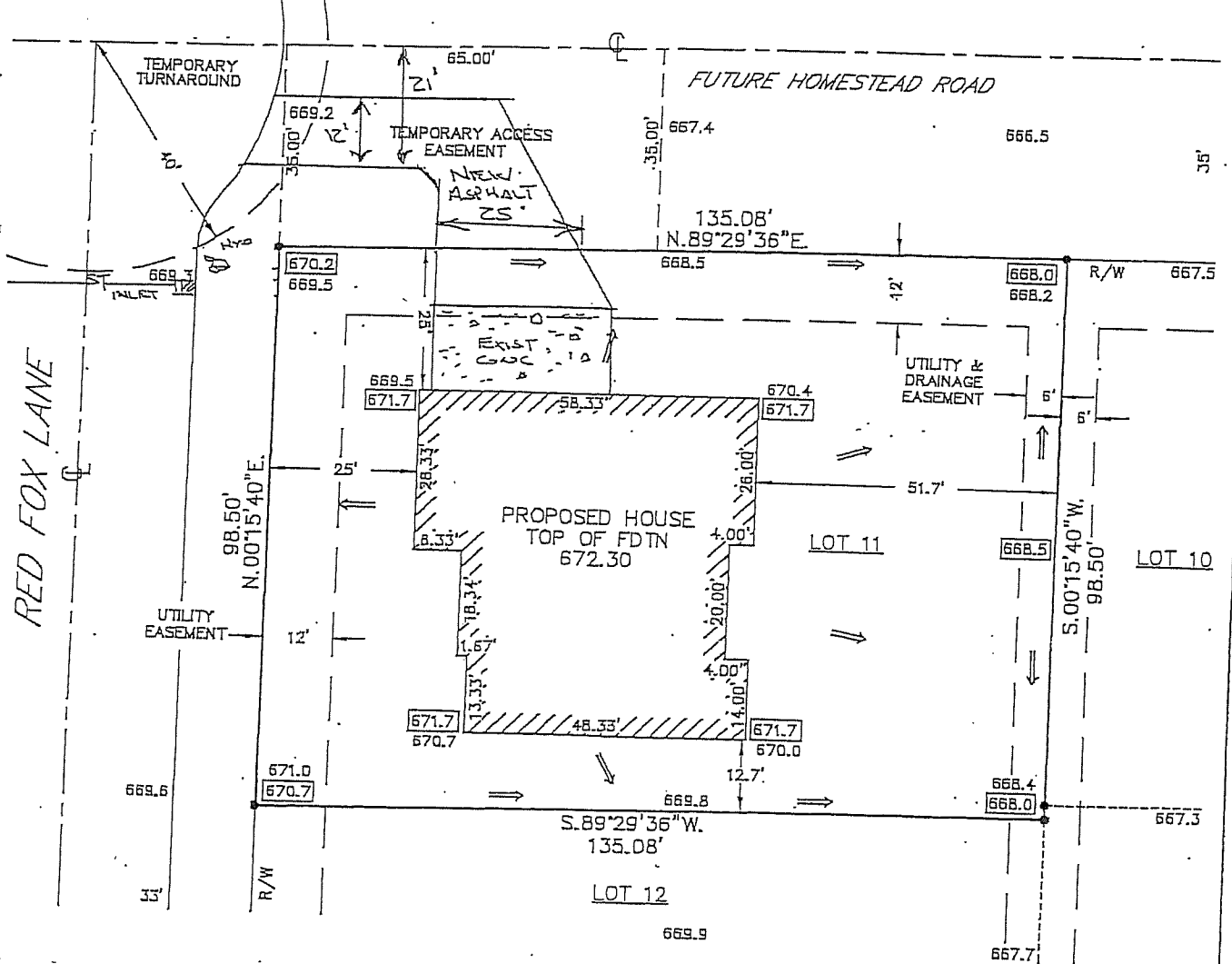
● - EXISTING IRON ROD/PIPE
 ○ - IRON ROD/PIPE SET

BENCHMARK: X ON HYDRANT SPOUT AT NW LOT COR. = 672.30

LOT AREA: 13,304 SQ. FT. (0.305 ACRES)

⇒ - WATER DRAINAGE DIRECTION

TAX NO.: 617-009-110



I HEREBY CERTIFY THAT WE HAVE CHECKED LOT CORNERS, SETBACKS, AND GRADES

DATED: _____

KENNETH C. MENEAU RLS #1815
 STEINBRECHER & MENEAU, INC.
 ENGINEERS & SURVEYORS
 102 REVERE DRIVE
 MANITOWOC, WI 54220-3147
 PHONE (920) 684-5583
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CLIENT MIKE CHECK BUILDERS

CAD FILE BPERMIT\06162BP(K) JOB NO. 06162BP



VOL 2510 PG 471

SHEET 1 OF 1

EXHIBIT A