SIDEWALK PRIVILEGE AGREEMENT

This Agreement made by and between the City of Manitowoc, Wisconsin, a municipal corporation, hereinafter referred to as "City," and EastPoint Rentals, LLC, a limited liability company, hereinafter referred to as "Owner."

The parties hereto agree as follows:

1. <u>Grant</u>. Pursuant to Wis. Stats. §66.0425, the City hereby grants Owner the privilege to use the following portions of sidewalk right-of-way for construction and maintenance of balcony extending over the right of way located at 220 N 7th Street, #2, Manitowoc, Wisconsin (PIN: 000-165-013) as shown on the attached Exhibit A and described as follows:

220 North 7th Street:

A tract of land located in the Buffalo Street right of way adjacent to Lots 1 and 2, Block 165 of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin described as follows:

Commencing at the northeast corner of said lot 1 also being the intersection of the So. 7th Street right of way and the Buffalo Street right of way, thence N89°29'46"W along said Buffalo Street right of way 40.25 feet to the point of real beginning, thence continue N89°29'46"W along said Buffalo Street right of way 16.0 feet, thence N00°24'25"E 5.47 feet, thence S89°35'35"E 16.0 feet, thence S00°24'25"W 5.50 feet to the point of real beginning.

- 2. <u>Consideration</u>. In consideration for the grant of this privilege, Owner agrees to maintain this property in conformity with City requirements.
- 3. <u>Liability</u>. By acceptance of this Grant, Owner agrees, pursuant to Wis. Stats. §66.0425, to be primarily liable for any damages to person or property by reasons of the granting of this privilege, and as consideration for this privilege, Owner agrees to obtain and maintain in effect for the duration of this Grant, general liability insurance with a limit of not less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate to insure this obligation. Such insurance shall identify the City of Manitowoc as additional insured. Certificates evidencing insurance coverage and additional insured status shall be filed with the City Clerk annually. Owner further agrees to hold the City harmless for all claims arising from the activities and use of property subject this agreement.
- 4. <u>Termination</u>. This Agreement shall terminate should Owner fail to maintain the property described in paragraph 1 for the purpose granted. In addition, the City shall have the right to terminate this agreement upon ten (10) days written notice to Owner. Such notice is to be delivered in the manner required by statute for the service of a summons.
 - 5. Removal. Owner agrees that it shall be obligated to remove any improvements placed

on the premises for which this Grant is made upon ten days' notice by the City. Owner agrees that it, as well as its agents, employees, successors or assigns shall be entitled to no damages for removal of any such improvements. If Owner fails to so remove such improvements upon due notice, the improvements shall be removed by the City at Manitowoc at Owner's expense and if Owner fails to pay for such costs a judgment for said amount shall be granted against Owner in favor of the City.

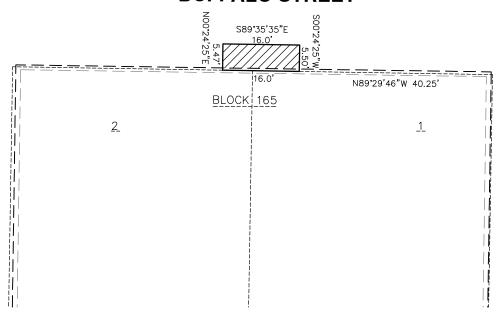
- 6. <u>Waiver</u>. Owner specifically waives its right to contest in any manner the validity of this agreement under Wis. Stats. §66.0425.
- 7. <u>Parties</u>. This agreement shall be binding upon and inure to the benefit of the parties hereto as well as their successors and assigns.
- 8. <u>Implementation</u>. This agreement shall not be effective until it has been executed by the authorized persons for the City, as well as Owner. Failure to properly execute this agreement makes the agreement null and void.

Dated this	day of	, 2023.
CITY OF MANITOWOC		EASTPOINT RENTALS, LLC
By:	By:	Mike Howe, Agent
Attest: Mackenzie Reed, City Clerk/Dep		
STATE OF WISCONSIN)) ss.		
MANITOWOC COUNTY) Personally came before		ay of
Justin M. Nickels, Mayor and M	1ackenzie Reed, City C	lerk and 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/Deputy Treasurer of the City of Mar foregoing instrument as such Officers as the Sid	nitowoc and acknowledged that they executed the lewalk Privilege Agreement, by its authority.
	Notary Public, Manitowoc County, Wisconsin My commission (expires) (is)
STATE OF WISCONSIN)) ss. MANITOWOC COUNTY)	
Howe, to me known to be the person(s) who exe	day of, 2023, Mike ecuted the foregoing instrument and to me known they executed the foregoing instrument as such , by its authority.
	Notary Public, Manitowoc County, Wisconsin My commission (expires) (is)
This instrument was drafted by Eric G. Nycz, C	ity Attorney.

BUFFALO STREET



NO. 7TH STREE

SIDEWALK PRIVILEGE AGREEMENT DESCRIPTION:

A tract of land located in the Buffalo Street right of way adjacent to to Lots 1 and 2, Block 165 of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin described as follows:

Commencing at the northeast corner of said Lot 1 also being the intersection of the So. 7th Street right of way and the Buffalo Street right of way, thence N89*29'46"W along said Buffalo Street right of way 40.25 feet to the point of real beginning, thence continue N89*29'46"W along said Buffalo Street right of way 16.0 feet, thence N00*24'25"E 5.47 feet, thence S89*35'35"E 16.0 feet, thence S00*24'25"W 5.50 feet to the point of real beginning.



SCALE IN FEET



SIDEWALK PRIVILEGE AGREEMENT - FLATS AT UNION SQUARE - UNIT 2

CLIENT: MIKE HOWE BUILDERS/KLFGN, LLP ADDRESS: 1013 VIEBAHN STREET MANITOWOC WI 54220 DATE: 10/6/23 CAD FILE: 20360CD

REVISED 10/26/23



SILENT SHORES, INC.
CIVIL ENGINEERS & SURVEYORS
PO BOX 985
LAND O LAKES WI 54540
PHONE 920-374-0379