

PT
9-21-15

15-1005

SIDEWALK PRIVILEGE AGREEMENT

This Agreement made by and between the City of Manitowoc, Wisconsin, a municipal corporation, hereinafter referred to as "City" and Audio Star, LLC, d/b/a Extreme Audio.

The parties hereto agree as follows:

1. Grant. Pursuant to Wis. Stats. §66.0425, the City hereby grants Audio Star, LLC, the privilege to use the following portion of sidewalk or street right-of-way for the purpose of installing and maintaining a lighted electronic sign to be placed in the City right-of-way adjacent to their property located at 1104 South 26th Street, Manitowoc, Wisconsin. This privilege is granted over the following described property:

A tract of land located in the NE ¼ of the SE ¼ of Section 25, T. 19N, R. 23E, City of Manitowoc, Manitowoc County, Wisconsin described as follows:

Commencing at the Northeast corner of Lot 1, Block K of the Original Plat of the City of Manitowoc, thence N89° 18' 17" W along the north line of said Lot 1, also being the south right-of-way of Calumet Avenue, 121.04 feet to the point of real beginning, thence continue N89° 18' 17" W along said right-of-way 15.00 feet, thence N00° 41' 37" E, 16.97 feet, thence N30° 55' 48" W, 20.00 feet, thence N59° 04' 12" E, 15.00 feet, thence S30° 55' 48" E, 24.25 feet, thence S00° 41' 37" W, 21.22 feet to the point of real beginning.

Tax Parcel No. 000-368-020.

Said property is shown on the attached maps.

2. Consideration. In consideration for the grant of this privilege, Audio Star, LLC agrees to maintain this property in conformity with City requirements.

3. Liability. By acceptance of this Grant, Audio Star, LLC 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 to hold harmless the City, its employees, agents, officials and assigns, and as further consideration for this privilege, Audio Star, LLC agrees to obtain and maintain in effect for the duration of this Grant, liability insurance covering the right-of-way, with a limit of not less than \$100,000 per person, \$500,000 per occurrence to insure this obligation.

4. Termination and Removal. This Agreement shall terminate should Audio Star, LLC 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 days written notice to Audio Star, LLC, with notice is to be delivered in the manner required by statute for the service of a summons. Should Audio Star, LLC relocate, they must restore the property where the sign is located to the specifications of the City.

5. Waiver. Audio Star, LLC specifically waives their right to contest in any manner the validity of this agreement under Wis. Stats. §66.0425.

6. Parties. This agreement shall be binding upon and inure to the benefit of the parties hereto as well as their successors and assigns.

7. Implementation. This agreement shall not be effective until it has been executed by the authorized persons for the City as well as Audio Star, LLC. Failure to properly execute this agreement makes the agreement null and void.

Dated this 16th day of September, 2015.

CITY OF MANITOWOC

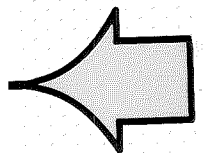
AUDIO STAR, LLC (d/b/a EXTREME AUDIO)

By: _____
Justin M. Nickels, Mayor

Signature: _____
Kurt Scherer, Partner

Attest: _____
Jennifer Hudon, City Clerk/
Deputy Treasurer

Signature: _____
Craig Smidel, Partner



STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2015, Justin M. Nickels, Mayor and Jennifer Hudon, City Clerk/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 of the City of Manitowoc and acknowledged that they executed the foregoing instrument as such Officers as the Sidewalk Privilege Agreement, by its authority.

Notary Public, Manitowoc County, Wisconsin
My commission (expires)(is): _____

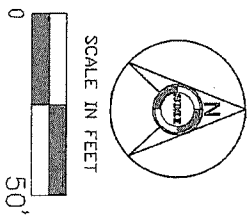
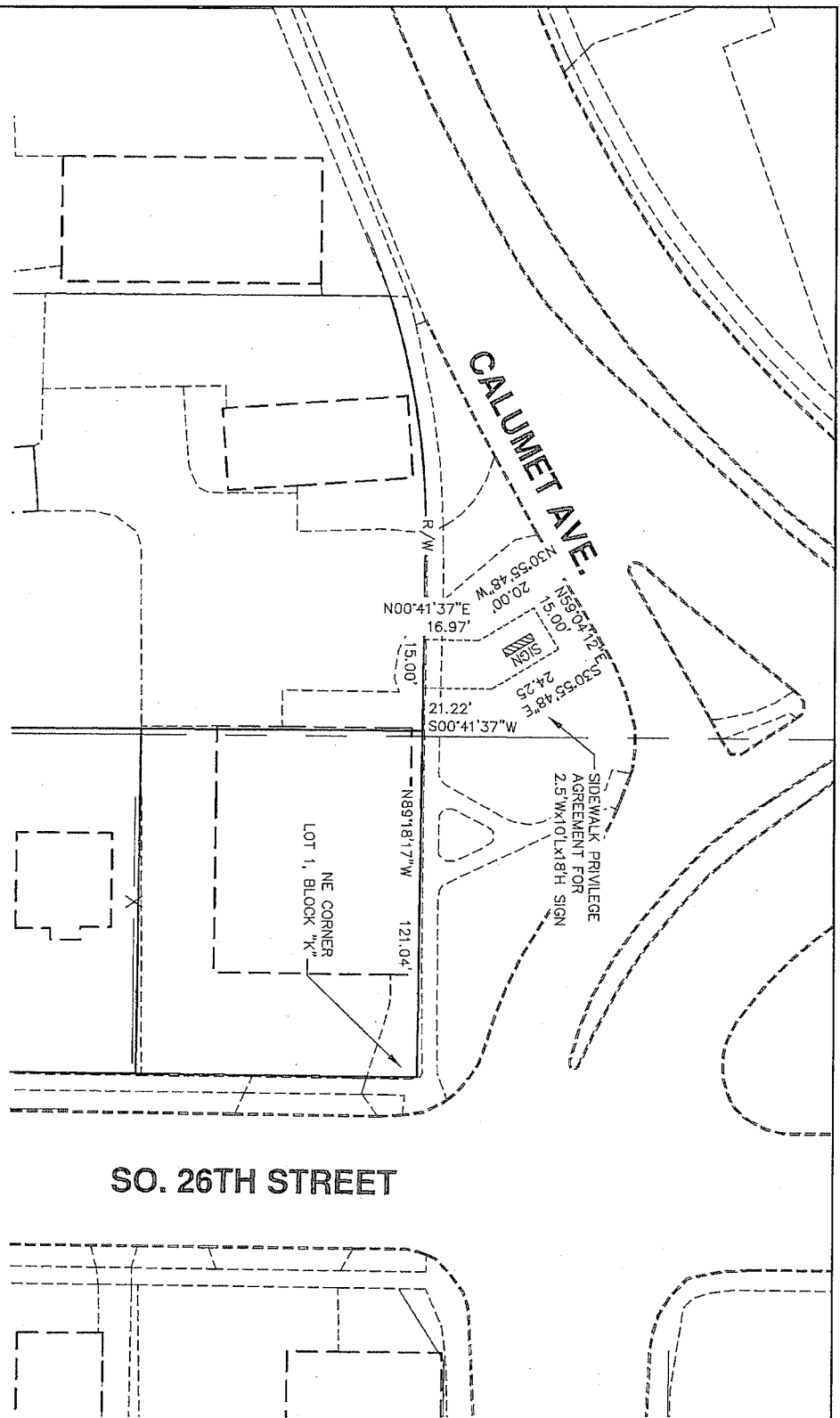
STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 16th day of September, 2015, the above named Kurt Scherer and Craig Smidel to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jessica C. Lillibridge
Jessica C. Lillibridge
Notary Public, Manitowoc County, Wisconsin
My commission (expires)(is): 03/06/2017

This instrument was drafted by Kathleen M. McDaniel, City Attorney

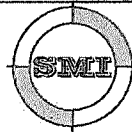
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SO. 26TH STREET

SIDEWALK PRIVILEGE AGREEMENT FOR AUDIO STAR, LLC (EXTREME AUDIO)

CLIENT: LOOK
 ADDRESS: 2111 RHEAUME ROAD
 MANITOWOC WI 54220
 920-686-684-6956
 DATE: 8/27/15 JOB NO.: 15244LS



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