



July 29, 1997

Mr. & Mrs. Mark Aschenbrenner
1503 So. 16th Street
Manitowoc, WI 54220

Dear Mr. & Mrs. Aschenbrenner:

Enclosed is your copy of the executed sidewalk privilege agreement for the use of a portion of street right-of-way at 1503 South 16th Street for the purpose of maintaining a stone retaining wall.

At the meeting of Monday, July 21, 1997, the Common Council unanimously recommended entering into this agreement.

The original agreement has been recorded at the office of Register of Deeds and an invoice covering the recording fee is enclosed.

Very truly yours,

Jennifer Hudon
City Clerk

JH:dep

Enc.

cc: ✓ Dir. of Public Works and City Engr. William G. Handlos

CITY HALL
817 Franklin Street
P.O. Box 1597
Manitowoc, WI 54221-1597
Phone: (414) 683-4450
FAX: (414) 683-4424



SIDEWALK PRIVILEGE AGREEMENT

Document Number

Document Title

Recording Area

Name and Return Address

City Clerk
P.O. Box 1597
Manitowoc, WI 54221-1597

355-064-009-2

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the documents. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

Street
Sanitation
7/21/97

SIDEWALK PRIVILEGE AGREEMENT

This Agreement made by and between the City of Manitowoc, Wisconsin, a municipal corporation, hereinafter referred to as "City" and Mark E. Aschenbrenner, hereinafter referred to as "Owner".

The parties hereto agree as follows:

1. Grant. Pursuant to Wis. Stats. §66.045, the City hereby grants to Owner the privilege to use the following portion of sidewalk or street right-of-way for the purpose of maintaining a stone retaining wall:

A parcel of land extending approximately 4.67 feet into the right-of-way of Division Street and .67 feet into the right-of-way of South 16th Street from the property located at 1503 South 16th Street, which is more particularly described as follows:

The east 43' of the West 76' of the North 93.33' of Lot Numbered Sixty-four (64) of Hinckley's Subdivision, in the City of Manitowoc.

The area covered by this Sidewalk Privilege Agreement is shown on the attached map.

2. Liability. By acceptance of this Grant, Owner agrees, pursuant to Wis. Stat. §66.045(2) to be primarily liable for any damages to person or property by reason of the granting of this privilege and agrees to obtain and maintain in effect for the duration of this Grant liability insurance with a limit of not less than \$100,000 per person, \$300,000 per occurrence to insure this obligation.

3. Termination. This Agreement shall terminate should the Owner fail to maintain the use of the property described in paragraph 1. In addition, the City shall have the unilateral right to terminate this agreement upon ten (10) days written notice to Owner, or one of them delivered in the manner required by statute for the service of a summons.

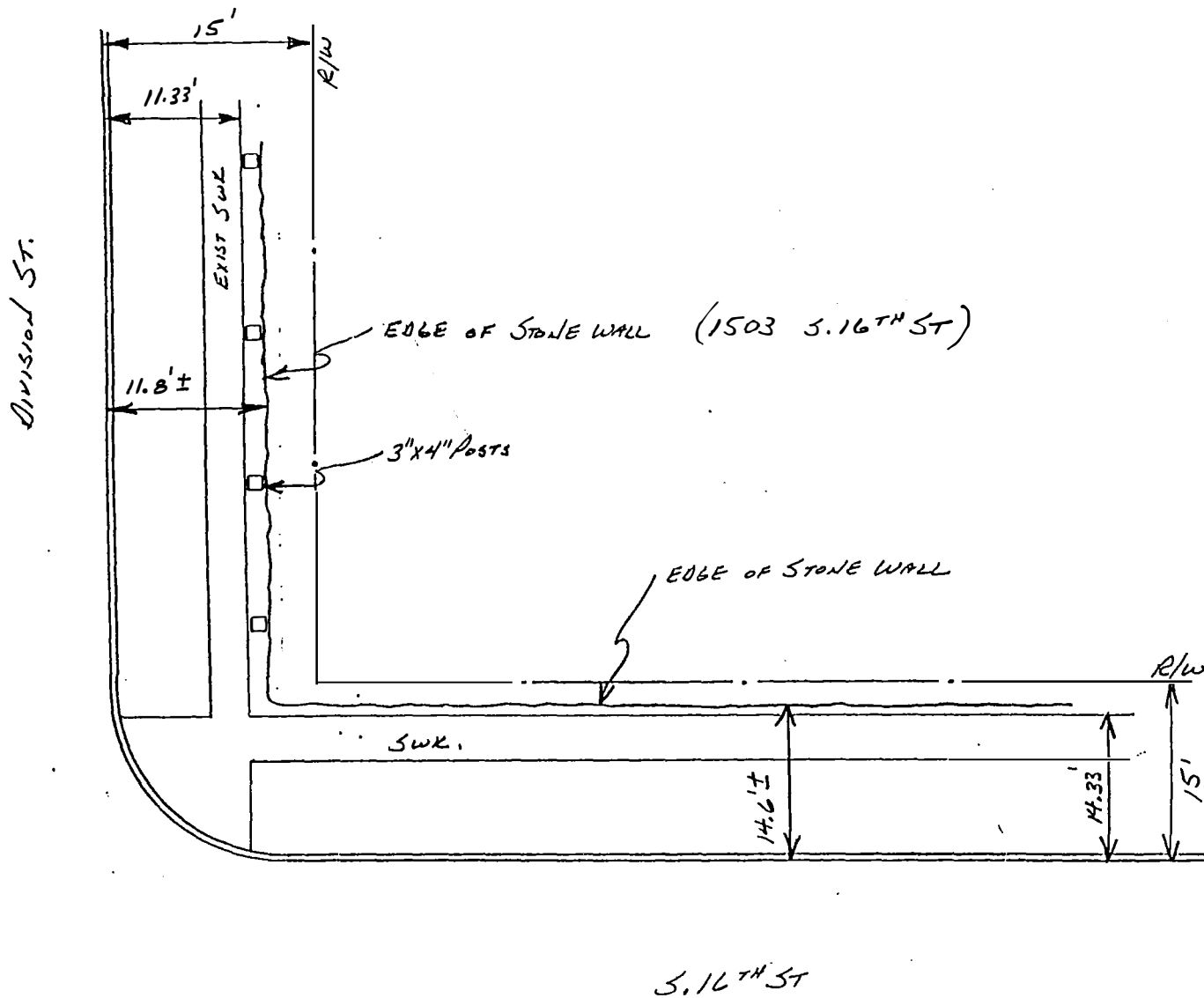
4. Removal. Owner agrees that Owner shall be obligated to remove any improvements placed on the premises for which this Grant is made upon ten (10) days notice by the City. Owner agrees that Owner shall be entitled to no damages for removal of any such improvements. If Owner fails to so remove such improvements upon due notice, the improvements shall be removed by the City at Owner's expense and if Owner fails to pay for such costs they shall be placed against the property as a special assessment.

5. Waiver. Owner specifically waives Owner's right to contest in any manner the validity of this agreement under Wis. Stat. §66.045.

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



NO SCALE
SAH



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SIDEWALK PRIVILEGE AGREEMENT

Document Number

Document Title

Recorded copy - Encl
(already have legend)

VOL 1236 PAGE 123

STATE OF WISCONSIN
MANITOWOC COUNTY
RECORDED FOR RECORD

30 JUL 97 10:46 A.M.

PRESTON JONES
REGISTER OF DEEDS

RECEIVED

SEP 5 1997

**CITY OF MANITOWOC
CITY ENGINEER'S OFFICE**

1	6
2	7
3	8
4	9
5	10

Recording Area

Name and Return Address

City Clerk
P.O. Box 1597
Manitowoc, WI 54221-1597

18.00 Chg.

355-064-009-2

Parcel Identification Number (PIN)

DO NOT REMOVE

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this legal document

123

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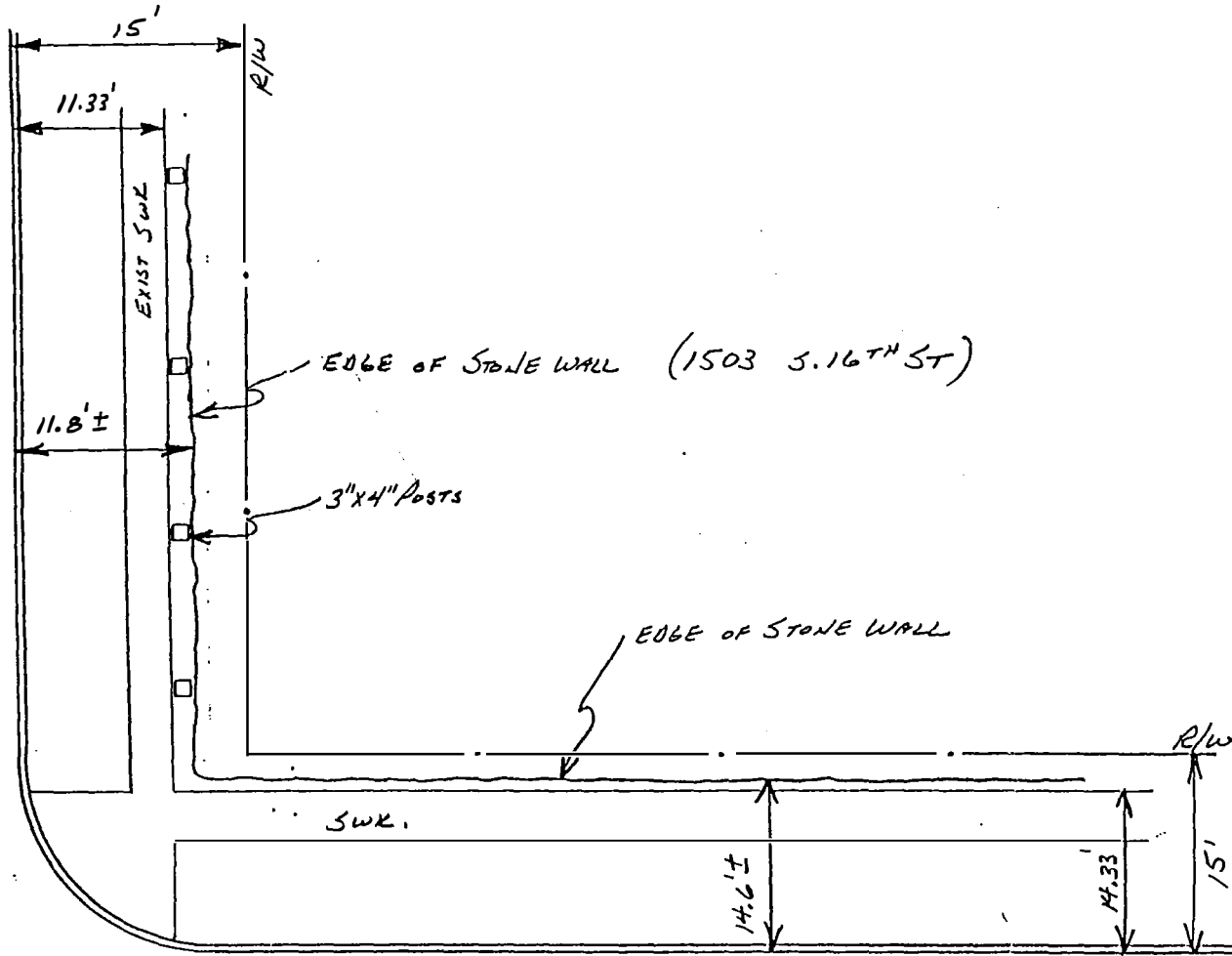
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Streets &
Sanitation
7/21/97



NO SCALE
SAH

DIVISION ST.



S. 16TH ST