

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. Grant. 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 ADA accessible ramps and connecting platforms extending over the right of way located at 702 & 706 York Street, Manitowoc, Wisconsin (PIN: 000-165-010) as shown on the attached Exhibit A and described as follows:

VENUE (702 York Street):

A tract of land located in the York Street right of way adjacent to Lot 12, Block 165 of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin described as:

Commencing at the southwest corner of said Lot 12 also being the intersection of the North 7th Street right of way and the York street right of way, the point of real beginning, thence N89°43'29"W along said right of way 46.7 feet, thence S00°56'25"W 6.0 feet, thence S89°43'29"E 46.7 feet, thence N00°56'25"E 6.0 feet to the point of real beginning.

COFFEE SHOP (706 York Street):

A tract of land located in the York Street right of way adjacent to Lot 11, Block 165 of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin described as:

Commencing at the southwest corner of Lot 12 of said Block 165, also being the intersection of the North 7th Street right of way and the York Street right of way, thence N89°43'29"W along said York street right of way 71.2 feet to the point of real beginning, thence continue N89°43'29"W along said right of way 71.2 feet to the point of real beginning, thence continue N89°43'29"W along said right of way 26.0 feet, thence S00°56'25"W 6.0 feet, thence S89°43'29"E 26.0 feet, thence N00°56'25"E 6.0 feet to the point of real beginning.

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

3. Liability. 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. Termination. 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. Waiver. Owner specifically waives its right to contest in any manner the validity of this agreement under Wis. Stats. §66.0425.

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

8. Implementation. 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 _____, 2021.

CITY OF MANITOWOC

EASTPOINT RENTALS, LLC

By: _____
 Justin M. Nickels, Mayor

By: _____
 Kurt Scherer, Agent

Attest: _____
 Mackenzie Reed-Kadow, City Clerk

STATE OF WISCONSIN)
) ss.
 MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2021, Justin M. Nickels, Mayor and Mackenzie Reed-Kadow, City Clerk, 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.

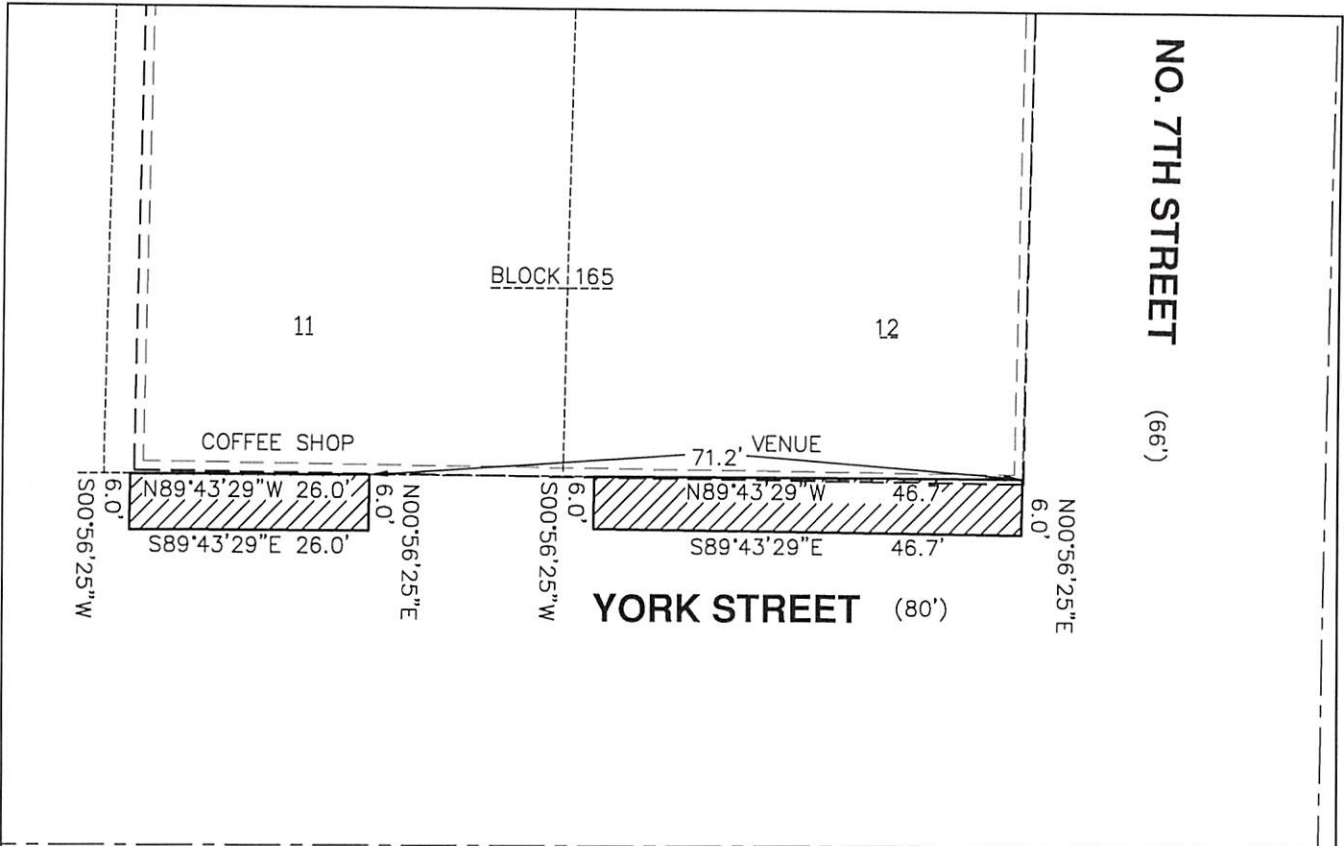
 Notary Public, Manitowoc County, Wisconsin
 My commission (expires) (is)

STATE OF WISCONSIN)
) ss.
 MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2021, Kurt Scherer, to me known to be the person(s) who executed the foregoing instrument and to me known to be such person(s) and acknowledged that they executed the foregoing instrument as such Officer(s) of the Sidewalk Privilege Agreement, by its authority.

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

This instrument was drafted by Elizabeth Majerus, Assistant City Attorney.



SIDEWALK PRIVILEGE AGREEMENT DESCRIPTION – VENUE:

A tract of land located in the York Street right of way adjacent to Lot 12, Block 165 of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin described as follows: Commencing at the southwest corner of said Lot 12 also being the intersection of the So. 7th Street right of way and the York Street right of way, the point of real beginning, thence N89°43'29"W along said York Street right of way 46.7 feet, thence S00°56'25"W 6.0 feet, thence S89°43'29"E 46.7 feet, thence N00°56'25"E 6.0 feet to the point of real beginning.

SIDEWALK PRIVILEGE AGREEMENT DESCRIPTION – COFFEE SHOP:

A tract of land located in the York Street right of way adjacent to Lot 11, Block 165 of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin described as follows: Commencing at the southwest corner of Lot 12 of said Block 165, also being the intersection of the So. 7th Street right of way and the York Street right of way, thence N89°43'29"W along said York Street right of way 71.2 feet to the point of real beginning, thence continue N89°43'29"W along said right of way 26.0 feet, thence S00°56'25"W 6.0 feet, thence S89°43'29"E 26.0 feet, thence N00°56'25"E 6.0 feet to the point of real beginning.



SCALE IN FEET



**SIDEWALK PRIVILEGE AGREEMENT - FLATS AT UNION SQUARE -
VENUE AND COFFEE SHOP**

CLIENT: MIKE HOWE BUILDERS
 ADDRESS: 1013 VIEBAHN STREET
 MANITOWOC WI 54220
 DATE: 8/18/21 JOB NO.: 20360CD



SMI
 CIVIL AND STRUCTURAL ENGINEERS
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 MANITOWOC, WISCONSIN 54220-3147
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