

LPT
12-21-15

15-1267
CONSENT

SIDEWALK PRIVILEGE AGREEMENT

This Agreement made by and between the City of Manitowoc, Wisconsin, a municipal corporation, hereinafter referred to as "City" and Manitowoc Cranes, LLC hereinafter referred to as "Manitowoc Cranes".

The parties hereto agree as follows:

1. Grant. Pursuant to Wis. Stats. §66.0425, the City hereby grants Manitowoc Cranes the privilege to use the following portion of sidewalk or street right-of-way for placement of a 6 foot by 8 foot turnstile in the right-of-way of South 30th Street at the north most entrance to their facility located 2401 South 30th Street, Manitowoc, Wisconsin, as follows:

A part of South 30th Street being located in the NW ¼ of the SE ¼ of Section 36, T. 19N., R. 23E., City of Manitowoc, Manitowoc County, Wisconsin and described as follows:

Commencing at the East ¼ corner of said Section 36, thence S 89°49'33" W (recorded as N 88°08' 06" E), 1,705.16 feet coincident with the north line of said SE ¼ to its intersection with the northerly extension of the east right-of-way line of South 30th Street; thence S 00°29'47" W (recorded as S 00° 26' 30" W, N 1°10'02" W), 371.17 feet coincident with said east right-of-way line to the point of beginning; thence continuing S 00°29'47" W, 10.00 feet; thence N 89°30'13" W, 8.00 feet; thence N 00°29' 47" E, 10.00 feet; thence S 89°30'13" E, 8.00 feet to the point of beginning.

Said parcel contains 80 square feet of land and is shown on the attached map.

Tax Parcel Number: 836-401-010.

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

3. Liability. By acceptance of this Grant, Manitowoc Cranes 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, Manitowoc Cranes 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, \$500,000 per occurrence to insure this obligation.

4. Termination. This Agreement shall terminate should Manitowoc Cranes 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 Manitowoc Cranes. Such notice is to be delivered in the manner required by statute for the service of a summons.

5. Removal. Manitowoc Cranes agrees that Manitowoc Cranes 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. Manitowoc Cranes agrees that they, as well as their agents, employees, successors or assigns shall be entitled to no damages for removal of any such improvements. If Manitowoc Cranes fails to so remove such improvements upon due notice, the improvements shall be removed by the City at Manitowoc at Manitowoc Cranes' expense and if Manitowoc Cranes fails to pay for such costs a judgment for said amount shall be granted against Manitowoc Cranes in favor of the City.

6. Waiver. Manitowoc Cranes specifically waives their 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 Manitowoc Cranes. Failure to properly execute this agreement makes the agreement null and void.

Dated this 3rd day of November, 2015.

CITY OF MANITOWOC

MANITOWOC CRANES, LLC

By: Justin M. Nickels
Justin M. Nickels, Mayor

By: Maurice D. Jones
Printed Name: Maurice D. Jones
Title: Vice President + secretary

Attest: Jennifer Hudon
Jennifer Hudon, City Clerk/Deputy Treasurer

By: Mark Klaiber
Printed Name: Mark Klaiber
Title: Assistant Secretary

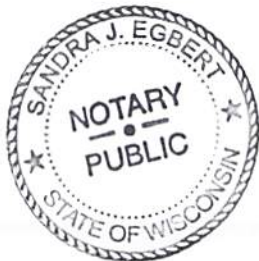
STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this 17th of November, 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/Deputy Treasurer of the City of Manitowoc and acknowledged that they executed the foregoing instrument as such Officers as the Sidewalk Privilege Agreement, by its authority.

Deborah A. Neuser
Deborah A. Neuser
Notary Public, Manitowoc County, Wisconsin
My commission (expires) (is)
8-17-18

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this 3rd day of November, 2015, Maurice D. Jones and Mark G. Klaiber 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.

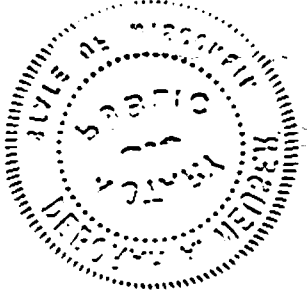


Sandra J. Egbert
Notary Public, Manitowoc County, Wisconsin
My commission (expires) (is)
Sept. 25, 2016

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

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