

SIDEWALK PRIVILEGE AGREEMENT

This Agreement made by and between the City of Manitowoc, Wisconsin, a municipal corporation, hereinafter referred to as "City" and First German Evangelical Lutheran Congregation, a religious congregation not required to register with the State of Wisconsin, 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 portion of sidewalk or street right-of-way for installation and maintenance of a stairway extending over a portion of the sidewalk located at 1025 S. 8th Street, Manitowoc, Wisconsin as follows:

A tract of land located in the South 8th Street right-of-way adjacent to Lot 7, Block 275 of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin, described as:

Commencing at the southwest corner of said Lot 7 also being the intersection of the South 8th Street right-of-way and the Marshall Street right-of-way, thence N00°32'13"E along said right of way 18.78 feet to the point of real beginning, thence continue N00°32'13"E along said right of way 14.0 feet, thence N89°27'47"W 4.24 feet, thence S00°32'13"W 14.0 feet, thence S89°27'47"E 4.24 feet to the point of real beginning.

Tax Parcel Number: 000-275-100.

The property subject to this Grant is depicted in Exhibit 1, attached and incorporated as if fully set forth herein.

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, 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 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.

[This portion left intentionally blank]

Dated this 10 day of June, 2021.

CITY OF MANITOWOC

FIRST GERMAN EVANGELICAL LUTHERAN
CONGREGATION

By: _____
Justin M. Nickels, Mayor

By: Christopher Spencer
Christopher Spencer, Agent

Attest: _____
Mackenzie Reed-Kadow, City Clerk

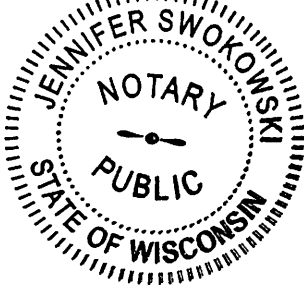
STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

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 10 day of June, 2021, Christopher Spencer, 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.



Jennifer Swokowski
Jennifer Swokowski
Notary Public, Manitowoc County, Wisconsin
My commission (expires) (is)
11-26-24

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