

14-1361
14-1362

SIDEWALK PRIVILEGE AGREEMENT

This Agreement made by and between the City of Manitowoc, Wisconsin, a municipal corporation, hereinafter referred to as "City" and the Manitowoc Area Visitor and Convention Bureau, Inc., hereinafter referred to as "MAVCB".

The parties hereto agree as follows:

1. Grant. Pursuant to Wis. Stats. §66.0425, the City hereby grants MAVCB the privilege to use the following portions of sidewalk or street right-of-way for the purpose of displaying informational and directional signs. This privilege is granted over the following described properties:

South 42nd Street:

A 10 foot sidewalk privilege agreement located in the NE ¼ of the SE ¼, T.19N., R.23E., City of Manitowoc, Manitowoc County, Wisconsin being adjacent to and westerly of the following described line:

Commencing at the East ¼ corner of said Section 35, thence S01°09'57"W along the section line 105.44 feet to the westerly right of way of So. 42nd Street, thence S34°19'39"W along said right of way 56.0 feet to the point of curvature of a 441.0 foot radius right of way curve to the left, thence southwesterly along the arc of said curve 56.51 feet (chord S30°39'24"W, 56.47 feet), to the point of real beginning, thence continue southwesterly along the arc of a 441.00 foot radius curve to the left 40.01 feet (chord S24°23'11"W, 40.00 feet) to the point of termination.

Calumet Avenue:

A 15 foot sidewalk privilege agreement located in the SE ¼ of the NE ¼ of Section 35, T.19N., R.23E., City of Manitowoc, Manitowoc County, Wisconsin described as follows:

Commencing at the East ¼ corner of said Section 35, thence N00°11'37"W along the section line 111.83 feet to the southerly right of way of Dewey Street, thence N52°29'37"W along said right of way 140.25 feet to the southerly right of way of Calumet Avenue, also being a point on an 1882.95 foot radius right of way curve to right, thence southwesterly along the arc of said curve 40.00 feet (chord S50°06'35"W, 40.00 feet) to the point of real beginning, thence continue southwesterly along the arc of said curve 15.00 feet (chord S50°56'48"W, 15.00 feet), thence N39°16'54"W 20.00 feet, thence N50°56'48"E 15.00 feet, thence S39°16'54"E 20.00 feet to the point of real beginning.

Said properties are shown on the attached map.

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

3. Liability. By acceptance of this Grant, Manitowoc Coffee 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, MAVCB 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 MAVCB 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 the MAVCB, with notice is to be delivered in the manner required by statute for the service of a summons. Should MAVCB relocate, they must restore the property where the signs are located to the specifications of the City.

6. Waiver. MAVCB 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 MAVCB. Failure to properly execute this agreement makes the agreement null and void.

Dated this _____ day of _____, 2014.

CITY OF MANITOWOC **MANITOWOC AREA VISITOR AND CONVENTION BUREAU, INC.**

By: _____ Signature: _____
Justin M. Nickels, Mayor Jason Ring, President

Attest: _____ Signature: _____
Jennifer Hudon, City Clerk/ Patricia Reilly, President of MAVCB Board
Deputy Treasurer

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2014, 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.

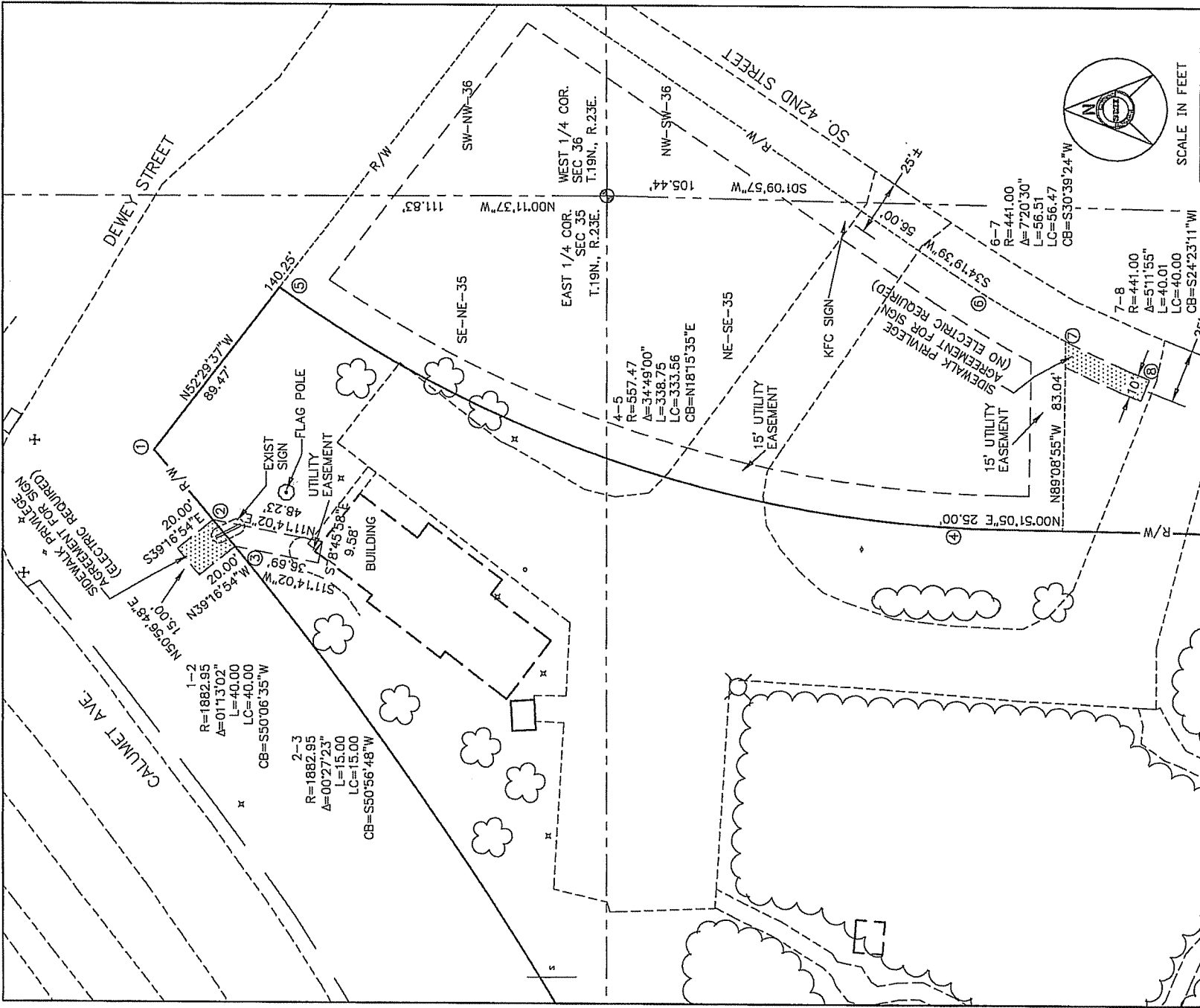
Notary Public, Manitowoc County, Wisconsin
My commission (expires)(is): _____

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this _____ day of _____, 2014, the above named Jason Ring and Patricia Reilly to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

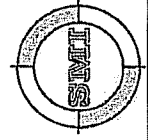
Notary Public, Manitowoc County, Wisconsin
My commission (expires)(is): _____

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



UTILITY EASEMENT AND SIDWALK PRIVILEGE
 AGREEMENTS FOR SIGNS FOR THE MANITOWOC VISITOR
 INFORMATION CENTER

CLIENT: VISITOR & CONVENTION BUREAU
 4221 CALUMET AVE.
 MANITOWOC WI. 54220
 920-686-3070
 DATE: 6/3/14 JOB NO.: 14222MS



SMI
 CIVIL AND STRUCTURAL ENGINEERS
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 PHONE 920-684-5583 FAX 920-684-5584