

LPI  
12-21-15

15-1268  
CONSENT

SIDEWALK PRIVILEGE AGREEMENT

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

The parties hereto agree as follows:

1. Grant. Pursuant to Wis. Stats. §66.0425, the City hereby grants Jeremy F. Skjold the privilege to use the following portion of sidewalk or street right-of-way for placement and maintenance of a fence that encroaches in the right-of-way on the alley at the east side of his property, and on Wisconsin Avenue at the north end of his property located at 941 North 15<sup>th</sup> Street, Manitowoc, Wisconsin, as follows:

The South 2 feet of Wisconsin Avenue lying adjacent to the East 75 feet of Lot 70 of A.W. Buel's and William M. Nichol's Resubdivision of Lots 3, 4 and 5, of B. Jones Subdivision of the S ½, NE ¼, Section 19, Town 19 North, Range 24 East, and

The West 2 feet of the 20 foot wide Alley lying adjacent to the North 30 feet of Lot 70 of A.W. Buel's and William M. Nichol's Resubdivision of Lots 3, 4 and 5, of B. Jones Subdivision of S ½, NE ¼, Section 19, Town 19 North, Range 24 East, all located in the City of Manitowoc, Manitowoc County, Wisconsin.

Said parcel contains 210 square feet of land and is shown on the attached map.

Tax Parcel Number: 185-000-700.

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

3. Liability. By acceptance of this Grant, Jeremy F. Skjold 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, Jeremy F. Skjold 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 Jeremy F. Skjold 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 Jeremy F. Skjold. Such notice is to be delivered in the manner required by statute for the service of a summons.

5. Removal. Jeremy F. Skjold agrees that he shall be obligated to remove any improvements placed on the premises for which this Grant is made upon ten days' notice by the City. Jeremy F. Skjold agrees that he, as well as his agents, employees, successors or assigns shall be entitled to no damages for removal of any such improvements. If Jeremy F. Skjold fails to so remove such improvements upon due notice, the improvements shall be removed by the City at Manitowoc at Jeremy F. Skjold's expense and if Jeremy F. Skjold fails to pay for such costs a judgment for said amount shall be granted against Jeremy F. Skjold in favor of the City.

6. Waiver. Jeremy F. Skjold specifically waives his 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 Jeremy F. Skjold. Failure to properly execute this agreement makes the agreement null and void.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF MANITOWOC

JEREMY F. SKJOLD

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

By: Jeremy Skjold  
Printed Name: Jeremy F. Skjold

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF WISCONSIN )  
  ) ss.  
MANITOWOC COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 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.

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

STATE OF WISCONSIN )  
  ) ss.  
MANITOWOC COUNTY )

Personally came before me this 1st day of December, 2015, Jeremy F. Skjold and \_\_\_\_\_ 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.

Jane M. Rhode  
Jane M. Rhode  
Notary Public, Manitowoc County, Wisconsin  
My commission (expires) (is)  
5/1/2016

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

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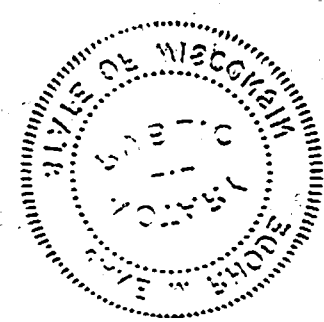
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# MAP OF EASEMENT AREA

LOT 70, PLAT OF A. W. BUEL'S AND WILLIAM M. NICHOL'S  
RESUBDIVISION OF LOTS 3, 4, & 5, OF B. JONES SUBDIVISION OF  
S 1/2, NE 1/4, SECTION 19, TOWN 19 NORTH, RANGE 24 EAST,  
CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN



**SURVEY NOTE:**

Lot lines are shown approximately, based on the curb split of the adjacent streets. Street and alley widths are based on platted dimensions.



CLIENT JEREMY SKJOLD

DATE 11/13/2015

CAD FILE DWG\CITY\MTWC\15105(JD) JOB NO. 15105

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