

SIDEWALK PRIVILEGE AGREEMENT

This Agreement made by and between the City of Manitowoc, Wisconsin, a municipal corporation, hereinafter referred to as "City" and Kemota Properties, LLC, a Wisconsin limited liability company, owner of property known as 939 South 8th Street, Manitowoc, Wisconsin, Tax Parcel ID 000-238-081, 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 maintenance of a deck extending over the Washington Street Right of Way abutting the south line of Owner's parcel described as follows:

A tract of land located in the Washington Street right of way adjacent to the south line of Block 238 of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin described as follows:

Commencing at the southeast corner of said Block 238 also being the north right of way of Washington street, then S89°24'06"E along said south line 22.6 feet to the point of real beginning, thence continue S89°24'06"E along said south line 43.0 feet, thence S00°35'54"W 6.0 feet, thence N89°24'06"W 43.0 feet, thence N00°35'54"E 6.0 feet to the point of real beginning.

Said area contains 258 square feet, more or less, and is shown on the attached map.

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 _____ day of _____, 2021.

CITY OF MANITOWOC

KEMOTA PROPERTIES, LLC

By: _____
Justin M. Nickels, Mayor

By: _____
Brandon Bartow, 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 15th day of April, 2021, Brandon Bartow, 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.