

July 29, 1997

Mr. & Mrs. Mark Aschenbrenner 1503 So. 16th Street Manitowoc, WI 54220

Dear Mr. & Mrs. Aschenbrenner:

Enclosed is your copy of the executed sidewalk privilege agreement for the use of a portion of street right-of-way at 1503 South 16th Street for the purpose of maintaining a stone retaining wall.

At the meeting of Monday, July 21, 1997, the Common Council unanimously recommended entering into this agreement.

The original agreement has been recorded at the office of Register of Deeds and an invoice covering the recording fee is enclosed.

Very truly yours,

Jennifer Hudon City Clerk

JH:dep

Enc.

cc: Wir. of Public Works and City Engr. William G. Handlos

CITY HALL 817 Franklin Street 817 Franklin Street P.O. Box 1597 Manitowoc; WI 54221-1597 Manitowoc; WI 5432450 Phone. (414) 683-4424 FAX: (414) 683-4424

OFFICE OF CITY CLERK





SIDEWALK PRIVILEGE AGREEMENT

Document Number

Document Title

Recording Area

Name and Return Address

City Clerk P.O. Box 1597

Manitowoc, WI 54221-1597

)

355-064-009-2

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, \$9.517. WRDA 2/96

Athoritation Al

SIDEWALK PRIVILEGE AGREEMENT

This Agreement made by and between the City of Manitowoc, Wisconsin, a municipal corporation, hereinafter referred to as "City" and Mark E. Aschenbrenner, hereinafter referred to as "Owner".

The parties hereto agree as follows:

1. Grant. Pursuant to Wis. Stats. §66.045, the City hereby grants to Owner the privilege to use the following portion of sidewalk or street right-of-way for the purpose of maintaining a stone retaining wall:

A parcel of land extending approximately 4.67 feet into the right-ofway of Division Street and .67 feet into the right-of-way of South 16th Street from the property located at 1503 South 16th Street, which is more particularly described as follows:

The east 43' of the West 76' of the North 93.33' of Lot Numbered Sixty-four (64) of Hinckley's Subdivision, in the City of Manitowoc.

The area covered by this Sidewalk Privilege Agreement is shown on the attached map.

- 2. <u>Liability</u>. By acceptance of this Grant, Owner agrees, pursuant to Wis. Stat. \$66.045(2) to be primarily liable for any damages to person or property by reason of the granting of this privilege and 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, \$300,000 per occurrence to insure this obligation.
- 3. Termination. This Agreement shall terminate should the Owner fail to maintain the use of the property described in paragraph 1. In addition, the City shall have the unilateral right to terminate this agreement upon ten (10) days written notice to Owner, or one of them delivered in the manner required by statute for the service of a summons.
- 4. Removal. Owner agrees that Owner 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. Owner agrees that Owner 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 Owner's expense and if Owner fails to pay for such costs they shall be placed against the property as a special assessment.
- 5. <u>Waiver</u>. Owner specifically waives Owner's right to contest in any manner the validity of this agreement under Wis. Stat. §66.045.
- 6. <u>Parties</u>. This agreement shall be binding upon and inure to the benefit of the parties hereto as well as their successors and assigns. This agreement shall also be deemed to be a

Dated this <u>2/12+</u> day of	<u>July</u> , 1997.
By: Mayor	By: Mark E. Aschenbrenner
Attest: Juden Jennifer Hudon City Clerk	
STATE OF WISCONSIN)) §. MANITOWOC COUNTY)	
the foregoing instrument and to me known	day of, 19, Kevin M. lerk, to me known to be the persons who executed to be such Mayor and City Clerk of the City of the foregoing instrument as such Officers as the ty.
	Albra E. Beterson Notary Public, Manitowoc County, Wisconsin. My commission (expires) (is): 1/25/2000
STATE OF WISCONSIN)) §. MANITOWOC COUNTY)	
Personally came before me this 10 named Mark E. Aschenbrenner to me know instrument and acknowledged the same.	day of, 19, 19, the above n to be the person(s) who executed the foregoing
	Notary Public, Manitowoc County, Wisconsin City Clerk My commission (expires) (is)

This instrument drafted by Patrick L. Willis, City Attorney

No SCALE
SAH 11.33 EDGE OF STONE WALL (1503 S.16TH ST) 11.8'± EDGE OF STONE WALL R/w SWK.

5.16 TH ST

ナナ

SIDEWALK PRIVILEGE AGREEMENT

Document Title

RECEIVED

1997 SED 2

CITY OF MANITOWOC CETY ENGINEER'S OFFICE

	2	1	
1	15/10	6	
2		7	
3		8	
4		9	
5		10	

Recorded copy - Environment (already have begins) vol 1236 PAGE 123

STATE OF WISCONSIN MANIFOURS COUNTY RECEIVED FOR RECORD

30 JUL 97 10:46 A.M.

PRESTON JONES RESISTER OF DEEDS

Recording Area

Name and Return Address

City Clerk P.O. Box 1597

54221-1597 Manitowoc, WI

355-064-009-2

Parcel Identification Number (PIN)

DO NOT REMOVE

This page is part of this legal document

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, \$9.517.



SIDEWALK PRIVILEGE AGREEMENT

This Agreement made by and between the City of Manitowoc, Wisconsin, a municipal corporation, hereinafter referred to as "City" and Mark E. Aschenbrenner, hereinafter referred to as "Owner".

The parties hereto agree as follows:

1. Grant. Pursuant to Wis. Stats. §66.045, the City hereby grants to Owner the privilege to use the following portion of sidewalk or street right-of-way for the purpose of maintaining a stone retaining wall:

A parcel of land extending approximately 4.67 feet into the right-ofway of Division Street and .67 feet into the right-of-way of South 16th Street from the property located at 1503 South 16th Street, which is more particularly described as follows:

The east 43' of the West 76' of the North 93.33' of Lot Numbered Sixty-four (64) of Hinckley's Subdivision, in the City of Manitowoc.

The area covered by this Sidewalk Privilege Agreement is shown on the attached map.

- 2. <u>Liability</u>. By acceptance of this Grant, Owner agrees, pursuant to Wis. Stat. §66.045(2) to be primarily liable for any damages to person or property by reason of the granting of this privilege and 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, \$300,000 per occurrence to insure this obligation.
- 3. Termination. This Agreement shall terminate should the Owner fail to maintain the use of the property described in paragraph 1. In addition, the City shall have the unilateral right to terminate this agreement upon ten (10) days written notice to Owner, or one of them delivered in the manner required by statute for the service of a summons.
- 4. Removal. Owner agrees that Owner 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. Owner agrees that Owner 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 Owner's expense and if Owner fails to pay for such costs they shall be placed against the property as a special assessment.
- 5. <u>Waiver</u>. Owner specifically waives Owner's right to contest in any manner the validity of this agreement under Wis. Stat. §66.045.
- 6. Parties. This agreement shall be binding upon and inure to the benefit of the parties hereto as well as their successors and assigns. This agreement shall also be deemed to be a

covenant running with the land of the property owned by owner which is immediately adjacent to

the sidewalk or street right-of-way over which	this privilege is granted.
Dated this <u>Jbt</u> day of	July, 1997.
By: Kevin M. Crawford Mayor	By: Mark E. Aschenbrenner
Attest: Jeonifer Hudon City Clerk	
STATE OF WISCONSIN)) §. MANITOWOC COUNTY)	
the foregoing instrument and to me known	day of, 19, Kevin M. erk, to me known to be the persons who executed to be such Mayor and City Clerk of the City of ed the foregoing instrument as such Officers as the y.
	Notary Public, Manitowoc County, Wisconsin. My commission (expires) (is): 1/25/2000
STATE OF WISCONSIN)	
) §. MANITOWOC COUNTY)	. 4
Personally came before me this <u>I</u> C named Mark E. Aschenbrenner to me known instrument and acknowledged the same.	day of, 1997, the above to be the person(s) who executed the foregoing
-	Notary Public, Jennifer Hadon Manitowoc County, Wisconsin City Clerk My commission (expires) (is)

This instrument drafted by Patrick L. Willis, City Attorney

No SCALE

11.33 Exist Suk EDGE OF STONE WALL (1503 5.16TH ST) 11.8'± . 3"x4" Posts EDGE OF STONE WALL · · SWK,

5.16 TH ST

73