SIDEWALK PRIVILEGE AGREEMENT

This Agreement made by and between the City of Manitowoc, Wisconsin, a municipal corporation, hereinafter referred to as "City," and Devin Landry, 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 portions of sidewalk right-of-way for the encroachment of a structure and retaining wall located at 4323 Conroe Street Manitowoc, Wisconsin as shown on the attached Exhibit A and described as follows:

Right of Way Encroachment for 4323 Conroe St. and 315 N. 44th St.:

PART OF THE RIGHT-OF-WAY OF CONROE STREET, BEING PART OF GOVERNMENT LOT 1 OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 23 EAST, CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN, WHICH IS BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE NORTH 00°15'31" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, 1130.02 FEET; THENCE SOUTH 89°40'50" WEST ALONG THE CENTERLINE OF CONROE STREET AND THE EXTENSION THEREOF, 743.93 FEET; THENCE SOUTH 00°19'10" EAST 16.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°10'18" EAST 1.51 FEET; THENCE SOUTH 00°49'42" EAST 4.23 FEET; THENCE SOUTH 89°23'40" EAST 22.24 FEET; THENCE SOUTH 00°39'49" WEST 8.98 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CONROE STREET; THENCE SOUTH 89°40'50" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 23.51 FEET; THENCE NORTH 00°49'42" WEST 13.55 FEET TO THE POINT OF BEGINNING.

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, general liability insurance with a limit of not less than $1,000,000 per occurrence, and $2,000,000 general aggregate to insure this obligation. Such insurance shall identify the City of Manitowoc as additional insured. Certificates evidencing

insurance coverage and additional insured status shall be filed with the City Clerk annually. Owner further agrees to hold the City harmless for all claims arising from the activities and use of property subject this agreement.

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.

Dated this 7TH day of NOVEMBER, 2024.

CITY OF MANITOWOC

By: _____
Justin M. Nickels, Mayor

Attest: _____
Mackenzie Reed, City Clerk/Deputy Treasurer

OWNER

By: _____
Devin Landry, Owner

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2024, Justin M. Nickels, Mayor and Mackenzie Reed, 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)

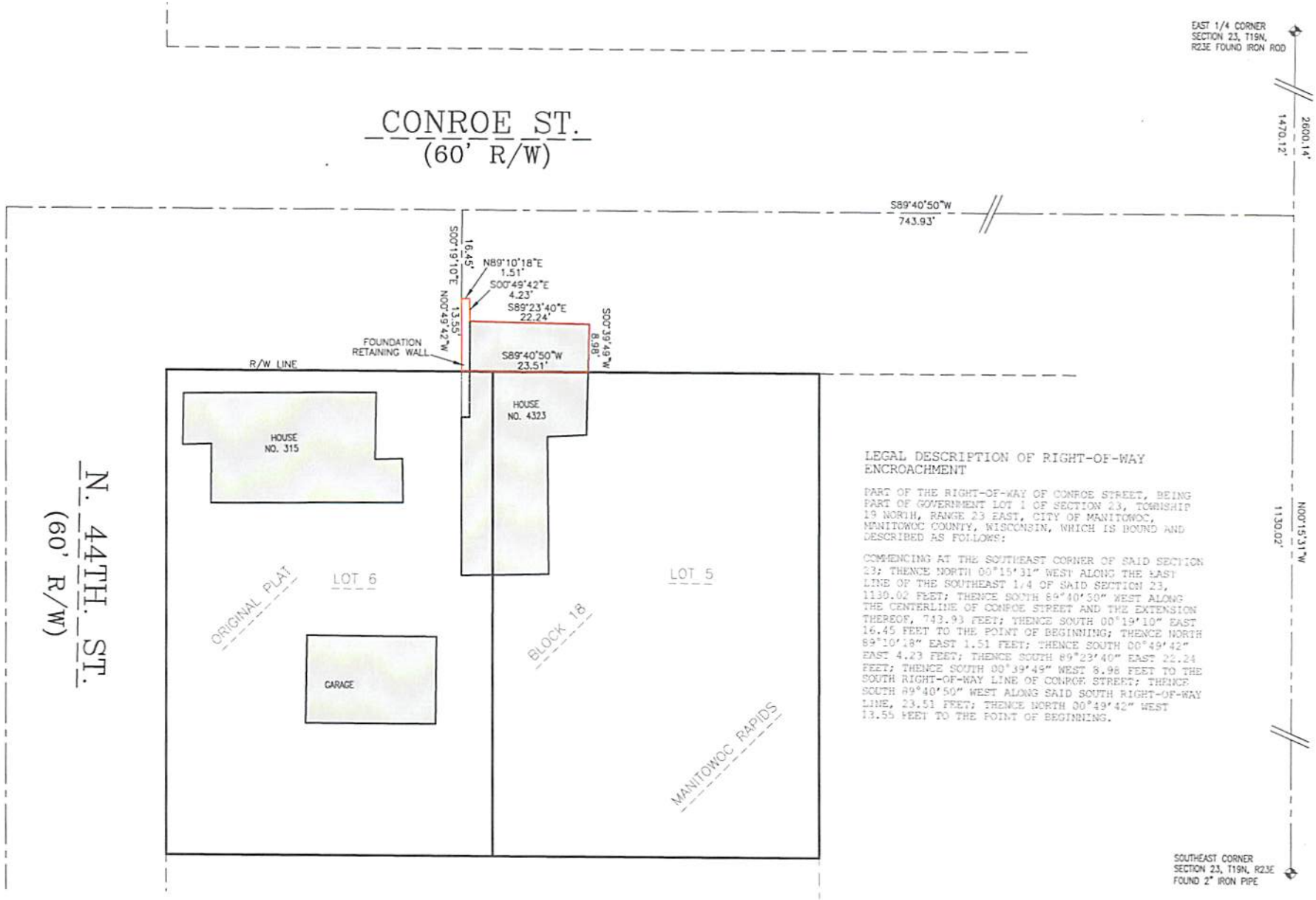
_____

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this 7th day of November, 2024, Devin Landry 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.

Eric Nycz
Notary Public, Manitowoc County, Wisconsin
My commission (~~expires~~) (is)
Permanent

This instrument was drafted by Eric G. Nycz, City Attorney.



LEGAL DESCRIPTION OF RIGHT-OF-WAY ENCROACHMENT

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EXHIBIT A