

RIGHT OF ENTRY AGREEMENT

(Roen Salvage Company)

THIS RIGHT OF ENTRY AGREEMENT ("Right of Entry") is made and entered into as of the ____ day of _____, 2026 by and between the City of Manitowoc, a Wisconsin municipal corporation ("City") and Roen Salvage Company, a business corporation located at 180 E. Redwood Street, Sturgeon Bay, Wisconsin ("Roen") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Roen has requested the use of the Quay Street dock for loading concrete trucks.

WHEREAS, City and Roen propose to enter into an agreement where Roen will be permitted access the property described in Exhibit A (the "Property") for the purposes of loading concrete trucks onto Roen's barge; and

WHEREAS, City shall grant permission for Roen to use the Property to lay dunnage and ramps to be able to allow trucks to roll over the curb and load concrete trucks onto Roen's barge pursuant to the terms stated hereinafter.

NOW, THEREFORE, in consideration of the following covenants and mutual obligations of the parties hereto, City and Roen hereby covenant and agree as follows:

1. City hereby grants to Roen, its employees, agents, contractors, and subcontractors permission to enter upon the Property for the purpose of loading concrete trucks onto a barge in the Manitowoc River during the term of this Right of Entry.

2. Roen shall restore Property to its previous condition within 30 days following the completion of Roen's work transferring all trucks and loads to the barge. This provision shall survive the termination of this Right of Entry.

3. During the term of this Right of Entry, Roen shall be liable for any damages to person or property by reasons of granting this Right of Entry. Roen hereby agrees to defend, indemnify and hold harmless the City, its employees, agents, successors and assigns from and against any and all losses, claims, damages, expenses, and all suits in equity or actions at law (including reasonable counsel fees) and liabilities arising from, in connection with, or as a result of the acts or omission of City, its employees, officers, agents, contractors and subcontractors in the use of the Property and activities undertaken pursuant to this Right of Entry. This provision shall survive the termination or expiration of this Right of Entry.

4. At all times relevant herein, Roen shall obtain and maintain in effect for the term of this agreement, 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. Roen shall obtain and provide to City an Additional Insured Endorsement naming the City of Manitowoc for this insurance policy.

5. Roen acknowledges and agrees that it is accessing the Property at its own risk. City expressly disclaims any liability for Roen's actions on Property. City does not waive any rights or immunities for any damages that may occur as a result of this Right of Entry.

6. In the event any court action or administrative proceeding is brought arising out of this Right of Entry against the City or any of its officers, agents, or employees, for acts of Roen, its employees, officers, agents, contractors, volunteers, invitees, the City may tender its defense of any claim or action at law or equity to Roen or Roen's insurer, and upon such tender it shall be the

duty of Roen or Roen's insurer to defend such claim or action without cost or expense to the City, its officers, agents, or employees.

7. Any notice required hereunder shall be in writing, forwarded to the parties at the following addresses, and deemed given on the earlier of the date received or two (2) business days after being deposited, postage prepaid, in the U.S. Mail:

To City:
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

To Roen:
Roen Salvage Company
180 E. Redwood St.
Sturgeon Bay, WI 54235

8. This Right of Entry constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. It may be signed in one or more counterparts each of which, when taken together, shall constitute one and the same document. Facsimile or PDF signatures shall be treated as originals.

9. This Right of Entry shall be governed and construed in accordance with the Laws of the State of Wisconsin and any dispute arising from this Right of Entry shall be properly venued in the Circuit Court of Manitowoc County. Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the

validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

10. The undersigned acknowledge that they have the authority to bind their company or corporation to this Right of Entry.

11. This Right of Entry shall be effective as of the date first above written and shall continue until the Director of Public Works, or his designee, has agreed that the Property has been restored to its previous condition or until either Party gives ten (10) days written notice to the other Party of termination of the Right of Entry.

IN WITNESS WHEREOF, the Parties hereto have caused this Right of Entry to be executed by their duly authorized representatives as of the day and date first set forth above.

CITY OF MANITOWOC

By: _____
Justin Nickels, Mayor

Attest By:

Mackenzie Reed, City Clerk/Deputy Treasurer

ROEN SALVAGE COMPANY:

By:  _____
David Schanock, President

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Parcel Number: 000-221-070

A parcel of land, located in Block 221 of the Original Plat of the City of Manitowoc and vacated South 5th Street, in Section 29, Township 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin and also being part of a Certified Survey Map recorded in Volume 16, Page 113 of certified survey maps, being more particularly described as follows:

Commencing at the Northeast corner of Lot 1 of said Block 221 of the Original Plat and point of real beginning; thence east along the bulkhead line and north line of vacated South 5th, Street a distance of 66 feet to the northeast corner of said vacated street; thence S60°49'41"W, a distance of 202 feet more or less to a point on the south line of Lot 3 of Block 221 located 10 feet west of the east line of said Lot 3; thence north and parallel from the said east lot line a distance of 105 feet more or less to the north line of said Block 221 and bulkhead; thence east along the north line of said Block 221 and bulkhead line a distance of 110 feet more or less to the northeast corner of said Lot 1 and point of beginning.

Said parcel contains 9,249 square feet of land more or less.