

SIDEWALK PRIVILEGE AGREEMENT

This Agreement made by and between the City of Manitowoc, Wisconsin, a municipal corporation, hereinafter referred to as “City,” and EastPoint Rentals, LLC, a limited liability company, 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 construction and maintenance of balcony extending over the right of way located at 220 N 7th Street, #2, Manitowoc, Wisconsin (PIN: 000-165-013) as shown on the attached Exhibit A and described as follows:

220 North 7th Street:

A tract of land located in the Buffalo Street right of way adjacent to Lots 1 and 2, Block 165 of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin described as follows:

Commencing at the northeast corner of said lot 1 also being the intersection of the So. 7th Street right of way and the Buffalo Street right of way, thence N89°29'46"W along said Buffalo Street right of way 40.25 feet to the point of real beginning, thence continue N89°29'46"W along said Buffalo Street right of way 16.0 feet, thence N00°24'25"E 5.47 feet, thence S89°35'35"E 16.0 feet, thence S00°24'25"W 5.50 feet to the point of real beginning.

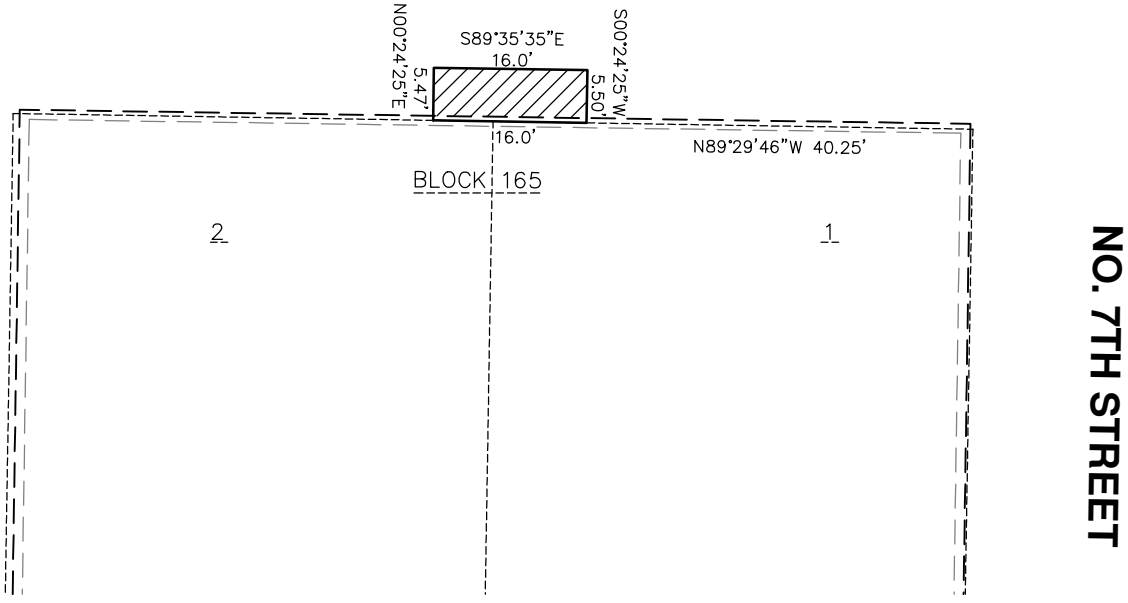
2. **Consideration.** In consideration for the grant of this privilege, Owner agrees to maintain this property in conformity with City requirements.

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

BUFFALO STREET



SIDEWALK PRIVILEGE AGREEMENT DESCRIPTION:

A tract of land located in the Buffalo Street right of way adjacent to to Lots 1 and 2, Block 165 of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin described as follows:

Commencing at the northeast corner of said Lot 1 also being the intersection of the So. 7th Street right of way and the Buffalo Street right of way, thence N89°29'46"W along said Buffalo Street right of way 40.25 feet to the point of real beginning, thence continue N89°29'46"W along said Buffalo Street right of way 16.0 feet, thence N00°24'25"E 5.47 feet, thence S89°35'35"E 16.0 feet, thence S00°24'25"W 5.50 feet to the point of real beginning.



SCALE IN FEET



SIDEWALK PRIVILEGE AGREEMENT - FLATS AT UNION SQUARE - UNIT 2

CLIENT: MIKE HOWE BUILDERS/KLFGN, LLP
 ADDRESS: 1013 VIEBAHN STREET
 MANITOWOC WI 54220
 DATE: 10/6/23 CAD FILE: 20360CD
 REVISED 10/26/23



SILENT SHORES, INC.
 CIVIL ENGINEERS & SURVEYORS
 PO BOX 985
 LAND O LAKES WI 54540
 PHONE 920-374-0379