

SIDEWALK PRIVILEGE AGREEMENT

This Agreement made by and between the City of Manitowoc, Wisconsin, a municipal corporation, hereinafter referred to as "City," and Wisconsin Aluminum Foundry, Co., Inc., 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 two separate sun shades located at 838 S. 16th Street Manitowoc, Wisconsin as shown on the attached Exhibit A and described as follows:

Right of Way Encroachment for 838 S. 16th Street:

AREA "A"

Part of South 16th Street adjacent to Block 208 of the Original Plat to the City of Manitowoc, located in the SW 1/4 of the NE 1/4 of Section 30, Town 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin, described as follows:

Commencing at the N 1/4 Corner of said Section 30; Thence S 87°35'26" E, 452.58 feet coincident with the north line of said NE 1/4; Thence S 00°38'04" W, 1501.32 feet to a point on the west right-of-way line of said South 16th Street, being the point of beginning; Thence continuing S 00°38'04" W, 60.00 feet coincident with said right-of-way line; Thence S 89°21'39" E, 4.00 feet; Thence N 00°38'04" E, 60.00 feet; Thence N 89°21'39" W, 4.00 feet to the point of beginning.

Said parcel contains 240 Square Feet (0.006 Acres) of land.

AREA "B"

Part of South 16th Street adjacent to Block 208 of the Original Plat to the City of Manitowoc, located in the SW 1/4 of the NE 1/4 of Section 30, Town 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin, described as follows:

Commencing at the N 1/4 Corner of said Section 30; Thence S 87°35'26" E, 452.58 feet coincident with the north line of said NE 1/4; Thence S 00°38'04" W, 1652.55 feet to a point on the west right-of-way line of said South 16th Street, being the point of beginning; Thence continuing S 00°38'04" W, 88.00 feet coincident with said right-of-way line; Thence S 89°21'56" E, 4.00 feet; Thence N 00°38'04" E, 88.00 feet; Thence N 89°21'56" W, 4.00 feet to the point of beginning.

Said parcel contains 352 Square Feet (0.008 Acres) of land.

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 _____ day of _____, 2024.

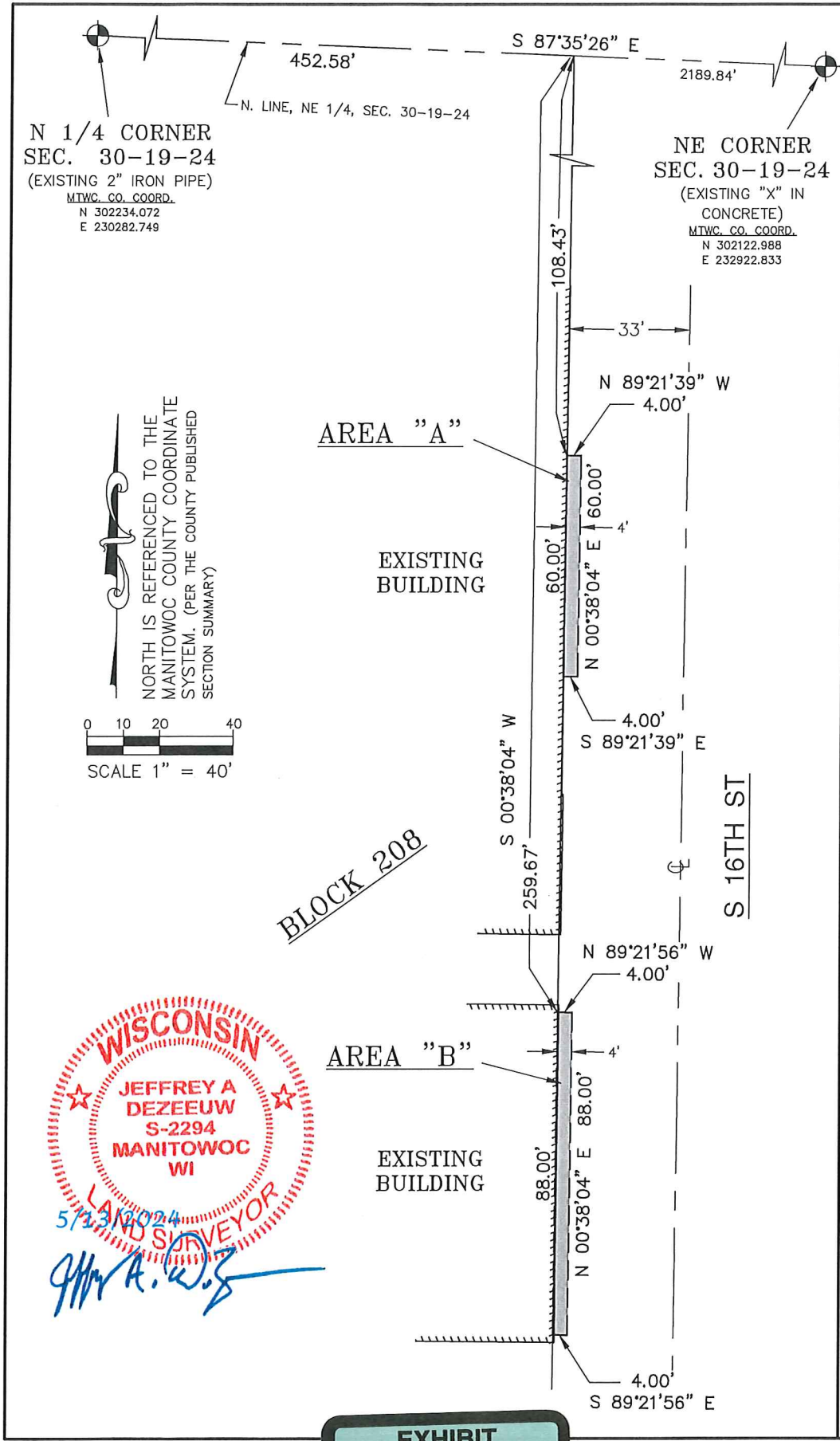
(Signatures begin on the next page)



WISCONSIN ALUMINUM FOUNDRY
 838 S. 16TH STREET
 MANITOWOC, WI 54220

FIELD WORK COMPLETION DATE: 5/10/2024
DRAWN BY: JAD
JOB NO.: 1690022
CAD FILE: DWG\CITY\MTWC\ACE\WAF\2024\1690022
SCALE: 1" = 40'

MAP OF NEW EASEMENT
 LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 30, TOWN 19 NORTH,
 RANGE 24 EAST, CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN



WISCONSIN
 JEFFREY A DEZEEUW
 S-2294
 MANITOWOC WI
 LAND SURVEYOR
 5/23/2024
Jeffrey A. Dezeuw

NORTH IS REFERENCED TO THE
 MANITOWOC COUNTY COORDINATE
 SYSTEM. (PER THE COUNTY PUBLISHED
 SECTION SUMMARY)

0 10 20 40
 SCALE 1" = 40'

