

RIGHT OF ENTRY AGREEMENT

(Braun Building Center, Inc.)

THIS RIGHT OF ENTRY AGREEMENT ("Right of Entry") is made and entered into as of the ____ day of April, 2024 by and between the City of Manitowoc, a Wisconsin municipal corporation ("City") and Braun Building Center, Inc., a Wisconsin corporation ("Braun").

WITNESSETH:

WHEREAS, City and Braun propose to enter into an Amendment to Lease (Braun Building Center, Inc.) (the "Amendment"), pursuant to which City is authorized to demolish certain buildings on the leased premises located on the property described in Exhibit A (the "Property"); and

WHEREAS, City has requested and the Braun has granted permission for City to enter the Property to perform certain demolition activities;

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

1. Braun hereby grants to City its employees, agents, contractors, and subcontractors permission to enter upon the Property for the purpose of undertaking the demolition activities set forth in Exhibit B and for the metal building on the Premises. Access shall be Monday through Friday from 7:00 a.m. to 6:00 p.m.
2. During the term of this Right of Entry, City shall maintain insurance pursuant to the requirements set forth on Exhibit C.

3. City acknowledges and agrees that it is entering into this Right of Entry at its own risk. Under no circumstance shall Braun be liable to City for any loss, damages, costs or expenses incurred by City as a result of its entry or activities on the Property.

4. City hereby agrees to indemnify and hold harmless Braun, 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. Nothing in the foregoing indemnity shall protect Braun, its employees, agents, successors and assigns against their own default, negligence or misconduct.

5. In the event any court action or administrative proceeding is brought arising out of this Right of Entry Agreement against Braun or any of its officers, agents, or employees, for acts of City, its employees, officers, agents, contractors, volunteers, invitees, Braun may tender its defense of any claim or action at law or equity to City or City's insurer, and upon such tender it shall be the duty of City or City's insurer to defend such claim or action without cost or expense to Braun, its officers, agents, or employees.

6. 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 of Manitowoc:
900 Quay Street
Manitowoc, WI 54220

To DEVELOPER:
Braun Building Center, Inc.
3303 Menasha Ave.
Manitowoc, WI 54220

7. This Right of Entry 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.

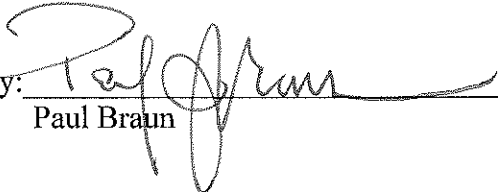
8. This Right of Entry shall be effective as of the date first above written and shall continue until December 31, 2024.

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

CITY OF MANITOWOC

BRAUN BUILDING CENTER, INC.

By: _____
Justin M. Nickels, Mayor

By:  _____
Paul Braun

By: _____
Mackenzie Reed, City Clerk/Deputy Treasurer

EXHIBIT A
DESCRIPTION OF PROPERTY/AMENDED LEASE

EXHIBIT B
DESCRIPTION OF THE FORMER STORE BUILDING DEMOLITION ACTIVITIES

[Attach demolition specifications or the demolition contract].

EXHIBIT C
INSURANCE REQUIREMENTS

[Attach City Insurance Certificate naming Braun as an additional insured].