

**CITY OF TWO RIVERS  
RIGHT-OF-WAY PRIVILEGE AGREEMENT**

This Agreement made by and between the City of Two Rivers, Wisconsin, a municipal corporation hereinafter referred to as "City" and Riverside Seafood Inc (a subsidiary of Lakeside Foods, Inc.), hereinafter referred to as "Riverside".

The parties hereto agree as follows:

1. Grant. Pursuant to Wis. Stats. §66.0425, the City hereby grants to Owner the privilege to use the following area of Wilson Street right-of-way:

The installation and use of private sanitary process sewers that will encroach within the Wilson Street public right-of-way lying approximately fifty (50) feet south of the 26<sup>th</sup> Street centerline to approximately one-hundred thirty (130) feet south of the 26<sup>th</sup> Street centerline for the entire width of the right-of-way to the extent depicted in the drawing attached hereto as Exhibit A.

Said private sanitary process sewers may be maintained and repaired at Riverside's expense but may not be replaced or expanded. The private sanitary process sewers, if damaged, may not be reconstructed without the express written consent of the City.

The private property that is subject of the privilege is located at and adjacent to 2511 Wilson Street, and 2520 Wilson Street, and is further described as:

2511 Wilson Street – All of Block 2 of LeClair's Addition in the City of Two Rivers, Manitowoc County, Wisconsin. Tax Parcel Number 138-002-051-2.

2520 Wilson Street – Lots 1, 2 & 3, Block 3 of LeClair's Addition in the City of Two Rivers, Manitowoc County, Wisconsin. Tax Parcel Number 138-003-021-4.

This privilege is granted upon recommendation of the Plan Commission of the City of Two Rivers. Riverside agrees that the installation and use of the private sanitary process sewers shall not and will not in the future grant Riverside any interest in the right-of-way or a claim for adverse possession with respect to any portion of the right-of-way. Riverside shall take appropriate measures to facilitate locating the private sanitary sewers and identifying them to aid the City and its contractors if construction in the right-of-way is required in the future. The private sanitary process sewers shall be removed by Riverside at its expense at such time the City decides to repair or further improve the right-of-way.

2. Liability. By acceptance of this grant, Riverside agrees pursuant to Wis. Stats. §66.0425(2) to be primarily liable for any damages to person or property by reason of the granting of this privilege, and as consideration for this privilege, further agrees to obtain

and maintain in effect for the duration of this grant liability insurance covering injuries to persons or property with a limit of not less than \$100,000 per person, \$500,000 per occurrence to insure this obligation.

3. Termination. This Agreement shall terminate immediately should Riverside fail to maintain and/or take corrective actions to resolve identified issues to 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 Riverside. Such notice is to be delivered in the manner required by statute for the service of a summons or by certified mail at the option of the City.

Notice as provided for this Agreement if sent by certified mail, shall be sent to the Owner at 2520 Wilson Street, Two Rivers, WI 54241, unless they have notified the City of a different address by certified mail, return receipt requested, addressed to the City, c/o the City Manager at 1717 East Park Street, Two Rivers, WI 54241. Notice shall be deemed given upon mailing.

4. Removal. Riverside agrees that it shall be obligated to remove or abandon by slurry filling in the sewers at its expense the private sanitary process sewers from the portion of the right-of-way subject to the privilege granted herein upon ten (10) days notice by the City. Riverside agrees that it shall voluntarily remove or abandon said process sewers at its expense if it will no longer own, occupy, use said process sewers for their intended use. At such time as the process sewers are removed or abandoned, Riverside shall return the right-of-way to its condition prior to the installation of the process sewers as nearly as possible, at its expense. Riverside that Riverside shall not be entitled to damages for removal or abandonment of said the process sewers. If Riverside fails to so remove or abandon such process sewers upon due notice, they may be removed or abandoned by the City at Riverside's expense and if Riverside fails to pay for such costs they shall be made a lien against Riverside's property as a special charge assessment.
5. Waiver. Riverside specifically waives any right to contest in any manner the validity of this Agreement under Wis. Stats. §66.0425, or the amount of compensation charged.
6. Parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their successors and assigns. This Agreement shall also be deemed to be a covenant running with the land -of the above-described property owned by Riverside which is immediately adjacent to the sidewalk or street right-of-way over which this privilege is granted.
7. Implementation. This Agreement shall not be effective until it has been executed by the authorized person for the City and Riverside. Failure to properly execute this Agreement makes the Agreement null and void.



RIVERSIDE FOODS

\_\_\_\_\_  
Mark C Smith, CFO

STATE OF WISCONSIN    )  
  ) SS  
MANITOWOC COUNTY    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above-named  
\_\_\_\_\_, known to me to be the persons who executed the  
foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This Instrument was drafted by: John M. Bruce