

SITE ACCESS AGREEMENT BETWEEN

[City of Manitowoc, Wisconsin - GRANTEE]

and

[EJ Spirtas Manitowoc, LLC - GRANTOR]

This site access agreement ("Agreement") is made as of June 14, 2016, by and between EJ Spirtas Manitowoc, LLC, hereinafter referred to as "Grantor" and the City of Manitowoc, Wisconsin, hereinafter referred to as "Grantee".

1.0 RECITALS

- 1.1 Grantor owns certain real estate properties at (address): 1512 Washington Street in the City of Manitowoc, Wisconsin (the "Property").
- 1.2 Grantee desires to perform the following work on the Property: Phase I ESA, Ground Penetrating Radar Survey, Phase II ESA, Site Investigation, and Remedial Planning.
- 1.3 The parties desire to enter into this Agreement to give access to the Property to Grantee or its representatives or consultants for the purpose of performing the Work.

2.0 AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree to and with each other as follows:

3.0 TERMS

- 3.1 Grantee or its representatives or consultants may perform the Work on the Property. Grantee or its representatives or consultants may enter onto the Property for the purpose of performing the Work.
- 3.2 Grantee agrees not to permit any liens to stand against the Property for Work done or materials furnished by Grantee, and Grantee agrees to indemnify and hold Grantor harmless from any such liens for Work performed under this Agreement.
- 3.3 If the Property shall be disturbed by the performance of the Work, then upon completion of the Work the Property shall be reasonably restored by Grantee to as close to its original condition just prior to such disturbance.
- 3.4 Grantee agrees to indemnify, defend, and save Grantor, its agents, consultants or employees harmless against all liability, damage, expense, causes of action, suits, claims, or judgments, including reasonable attorneys' fees and court costs, resulting from injuries to persons or damage to property on the Property which arise out of any negligent act, error, or failure to act, of Grantee, its agents, consultants or employees in performing the Work allowed by the site access provided by this Agreement, except to


the extent the same may be caused by the negligence of Grantor, its agents, consultants or employees.

3.5 This Agreement may be terminated by either party upon five (5) business days prior written notice.


3.6 Grantee shall use its best efforts to perform the Work in a manner so as not to unreasonably interfere with Grantor's use or occupation of the Property.

3.7 This Agreement shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto are authorized to and have executed this Agreement as of the day and year first above written.



Eric J Spirtas (for Grantor)



Nicolas Sparacio (for Grantee)

President

(Title)

Community Development Director

(Title)

June 20, 2016

(Dated)

June 14, 2016

(Dated)