

Finance
11-20-17

17-1051

NO STREET ACCESS AGREEMENT

WHEREAS, the undersigned owner(s) referred to herein as "Owner", whether one or more, own(s) the real estate described in paragraph 1 ("the Property") which abuts the street referred to in paragraph 2 ("the Street"); and

WHEREAS, the City of Manitowoc, Wisconsin, a municipal corporation ("City") has recently installed or will soon install asphalt concrete improvements ("the Improvements") over that portion of the Street abutting the Property; and

WHEREAS, Owner has requested that the City not specially assess the Property abutting the Street because Owner does not desire to have access to the Street from the Property, the area exempt from assessment is zoned P-1 Conservancy, and therefore will not benefit from the Improvements; and

WHEREAS, the City is willing to forego specially assessing the Property for the improvements in return for the permanent relinquishment by Owner of any claim of vehicular access to the Street from the Property.

Deborah Neuser, City Clerk
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220-4543

660-001-010
Parcel Identification Number (PIN)

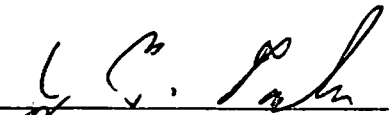
NOW, THEREFORE, the parties hereto agree this _____ day of _____, 2017, as follows:

- Property.** The real estate which is subject to this Agreement is legally described as follows:
Schwarzenbarth Subd., Part of Govt. Lot 1, Lots 1, 2, 3 & NE 1/2 of 4, Volume 536 Page 608 of Deeds
(3906 Springhill Drive)
- Street.** The Street which is referred to in this Agreement is the portion of the following described street which abuts the Property:
3906 Springhill Drive
- No Access.** The City hereby agrees that it will reduce your accessible frontage from 847 feet to 225 feet the Property for asphalt repaving of the Street which abuts the Property, as noted in No. 2 above. Owner hereby agrees to and does hereby relinquish to the City all right of vehicular access to the portion of the Street which abuts the Property. This Agreement shall be binding upon the Owner and Owner's successors and assigns unless and until this Agreement is either modified or rescinded in writing by the parties or their successors and assigns. Owner agrees that if Owner wishes to have access to the Street in the future, Owner will have to pay the Special Assessment for the Property in full before access will be granted.

Dated this _____ day of _____, 2017.

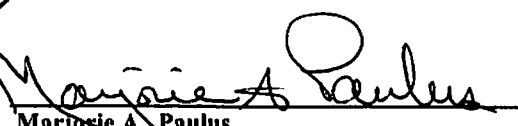
OWNER(S):

CITY OF MANITOWOC:



Jan C. Paulus

By: _____
Justin M. Nickels, Mayor

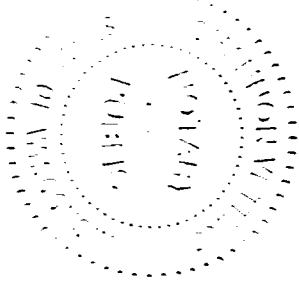


Marjorie A. Paulus

Attest: _____
Deborah Neuser, City Clerk

STATE OF WISCONSIN)
)
MANITOWOC COUNTY)

Personally came before me this 25 day of October, 2017, Jan C. and Marjorie A. Paulus, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Shannon Uetting
Shannon Uetting
Notary Public, Manitowoc County, Wisconsin
My commission (expires) (is) 5/27/2018

STATE OF WISCONSIN)
)
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2017, Justin M. Nickels and Deborah Neuser, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of the City of Manitowoc and acknowledged that they executed the foregoing instrument as such Officers as the No Street Access Agreement of said City, by its authority.

Notary Public, Manitowoc County, Wisconsin
My commission (expires) (is) _____

This instrument drafted by
Kathleen M. McDaniel, City Attorney

1887
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