

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, 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;

Jennifer Hudon, City Clerk/Deputy Treasurer
City of Manitowoc
909 Quay Street
Manitowoc, WI 54220-4543

435-006-041

Parcel Identification Number (PIN)

NOW, THEREFORE, the parties hereto agree this _____ day of _____, 2016, as follows:

1. Property. The real estate which is subject to this Agreement is legally described as follows:

Lincoln Park Subdivision, Lots 3 & 4, Block 6 (711 Waldo Boulevard)

2. Street. The Street which is referred to in this Agreement is the portion of the following described street which abuts the Property: Alley bounded by Lincoln Boulevard, North 8th Street, Pine Street and Waldo Boulevard

3. No Access. The City hereby agrees that it will not specially assess 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be binding upon the Owner and Owner's successors and assigns unless and until this Agreement is either modified or rescinded in writing by the parties or their successors and assigns.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 3/15 day of August, 2016.

OWNER(S):

CITY OF MANITOWOC:



Conrad E. Baetz

By: _____

Justin M. Nickels, Mayor

Attest:

Jennifer Hudon, City Clerk/Deputy Treasurer

STATE OF WISCONSIN)
)
MANITOWOC COUNTY)

Personally came before me this 31st day of August, 2016, Conrad E. Baetz, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Chantal M Elliott

Chantal M. Elliott

Notary Public, Manitowoc County, Wisconsin

My commission (expires) (is) 8/14/2020

STATE OF WISCONSIN)
)
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2016, Justin M. Nickels and Jennifer Hudon, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk/Deputy Treasurer 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.

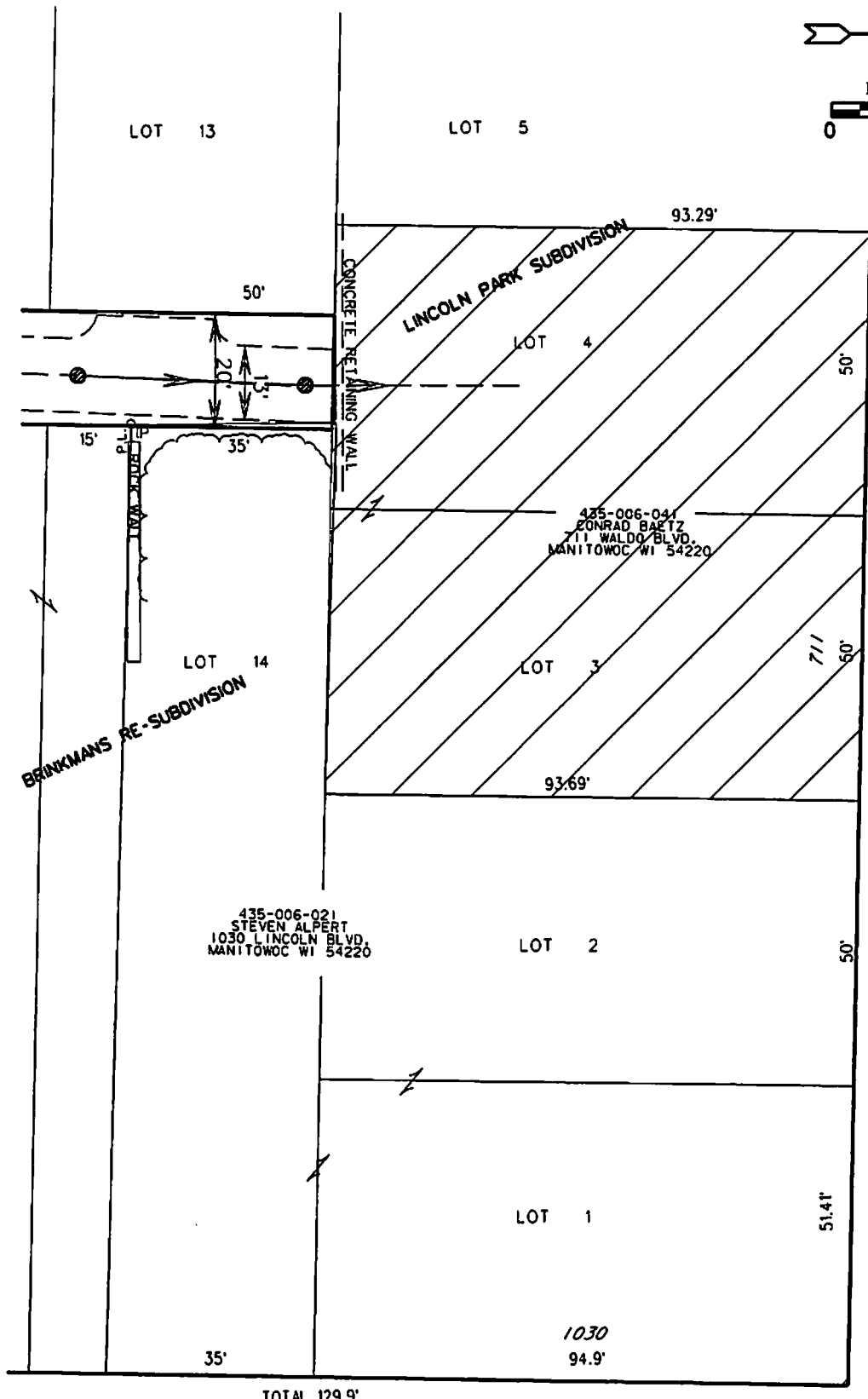
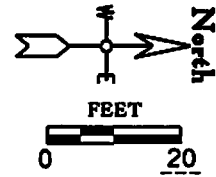
Notary Public, Manitowoc County, Wisconsin

My commission (expires) (is) _____

This instrument drafted by
Elizabeth Majerus, Staff Attorney

CHANTAL M ELLIOTT
Notary Public
State of Washington

NO ACCESS AGREEMENT



LOT 13

LOT 5

LOT 14

LOT 3

LOT 2

LOT 1

LOT 4

BRINKMANS RE-SUBDIVISION

LINCOLN PARK SUBDIVISION

CONCRETE RETAINING WALL

435-006-021
STEVEN ALPERT
1030 LINCOLN BLVD.
MANITOWOC WI 54220

435-006-041
CONRAD BAETZ
711 WALDO BLVD.
MANITOWOC WI 54220

TOTAL 129.9'

TOTAL 100'

TOTAL 101.4'

LINCOLN BLVD.

WALDO BOULEVARD