

**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 concrete pavement 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  
900 Quay Street  
Manitowoc, WI 54220-4543

836-104-060

Parcel Identification Number (PIN)

NOW, THEREFORE, the parties hereto agree this 12<sup>th</sup> day of September, 2016, as follows:

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

TR 2 of CS V17 P205 Being Pt Sec 36 T19 R 23

2. Street. The Street which is referred to in this Agreement is the portion of the following described street which abuts the Property: Dewey Street.

3. No Access. The City hereby agrees that it will not specially assess the Property for concrete repaving, drain tile installation, or grading and graveling on Dewey Street in 2016 on that portion 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be binding upon the Owner and Owner's successors and assigns unless and until this Agreement is either modified or rescinded in writing by the parties or their successors and assigns.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 12<sup>th</sup> day of September, 2016.

**MANITOWOC PUBLIC UTILITIES**

**CITY OF MANITOWOC**

Nilaksh Kothari  
Nilaksh Kothari, General Manager

By: \_\_\_\_\_  
Justin M. Nickels, Mayor

David Diedrich  
David Diedrich, MPU Commission President

Attest: \_\_\_\_\_  
Jennifer Hudon, City Clerk/Deputy Treasurer

STATE OF WISCONSIN )  
 )  
MANITOWOC COUNTY )

Personally came before me this 12<sup>th</sup> day of September, 2016, Nilaksh Kothari, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Samantha Johnson  
\_\_\_\_\_  
Samantha Johnson  
Notary Public, Manitowoc County, Wisconsin  
My commission (expires) (is) 07/21/2020

STATE OF WISCONSIN )  
 )  
MANITOWOC COUNTY )

Personally came before me this 12<sup>th</sup> day of September, 2016, David Diedrich, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Samantha Johnson  
\_\_\_\_\_  
Samantha Johnson  
Notary Public, Manitowoc County, Wisconsin  
My commission (expires) (is) 07/21/2020

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) \_\_\_\_\_

