

NO STREET ACCESS AGREEMENT

25 0705

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 sanitary and storm sewers and grading and graveling 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;

Mackenzie Reed, City Clerk & Dep. Treasurer
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220-4543

561-001-010

Parcel Identification Number (PIN)

NOW, THEREFORE, the parties hereto agree this _____ day of _____, 2025, as follows:

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

POPP SUBD NO 3 LOT 1 BLK 1 (2203 S. 21st St.)


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

3. No Access. The City of Manitowoc's Board of Public Works met on June 5, 2024, and they agreed to and approved 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; therefore, the 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be binding upon the Owner and Owner's successors and assigns unless and until this Agreement is either modified or rescinded in writing by the parties or their successors and assigns.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 day of September, 2025.

OWNER(S):


Randall L. Leamer


Sheila A. Leamer

CITY OF MANITOWOC:

By:

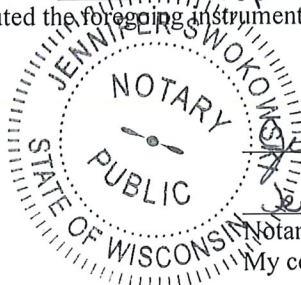

Justin M. Nickels, Mayor

Attest:

Mackenzie Reed, City Clerk & Dep. Treasurer

STATE OF WISCONSIN)
)
MANITOWOC COUNTY)

Personally came before me this 12 day of September, 2025, Randall L. Leamer and Sheila A. Leamer, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Jennifer Swokowski

Jennifer Swokowski
Notary Public, Manitowoc County, Wisconsin
My commission (expires) (is) 11-26-28

STATE OF WISCONSIN)
)
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2025, Justin M. Nickels and Mackenzie Reed, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk & Dep. 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 was modified by Gregory J. Minikel, P.E., Engineering Division Manager