

**CITY OF TWO RIVERS**  
**STREET RIGHT-OF-WAY PRIVILEGE AGREEMENT**

This agreement made by and between the City of Two Rivers, Wisconsin, a municipal corporation, 1717 East Park Street, Two Rivers, Wisconsin, hereinafter referred to as "City" and Craig A Ketola and Nancilyn K Ketola, 2320 Wilson Street, Two Rivers, Wisconsin, hereinafter referred to as "Ketola's".

The parties hereto agree as follows:

1. Grant. Pursuant to Wis. Stats. §66.0425, the City hereby grants the Ketola's the privilege to use the following area of unimproved street right-of-way:

The southerly 20 feet of the unimproved 24<sup>th</sup> Street right-of-way lying between Wilson Street and the East Twin Rivers, as depicted in the drawing attached hereto as Exhibit "A", and made a part hereof.

Said area is to be used solely by the Ketola's as additional side yard area for Ketola's abutting residential property at 2320 Wilson Street. The area may be used in a manner consistent with uses permitted in required side yards in the City's R-3 One- and Two-Family residential Zoning District, including the installation of a fence and concrete slab; provided, however, that the Ketola's may not park more than one motor vehicle and not more than two trailers or recreational vehicles at any time on the area described above, and may not erect or place any buildings in said area. The Ketola's shall be responsible for maintaining the area described in a manner consistent with City ordinance requirements for private property.

2. Liability. By acceptance of this grant, the Ketola's agree pursuant to Wis. Stats. §66.0425(2) to be primarily liable for any damages to person or property by reason of the granting of this privilege, and as a consideration for this privilege, the Ketola's agree to obtain, and maintain in effect for the duration of this grant, liability insurance covering injuries to persons or property with a limit of not less than \$100,000 per person, \$500,000 per occurrence to insure this obligation.

3. Termination. This Agreement shall terminate immediately should the Ketola's fail to maintain the property described in paragraph 1 for the purpose granted. In addition, the City reserves the right, in its sole discretion, to terminate this Agreement upon providing ten (10) days written notice to the Ketola's. Such notice shall be delivered in a manner required by statute for the service of a Summons.

4. Non-Transferability. This Agreement is not transferable by the Ketola's to any other party and does not constitute a covenant running with the land of the property described herein.

5. Removal. The Ketola's agree that, upon ten (10) days' notice by the City, they shall be obligated to remove any improvements, including but not limited to, paved surfaces, fences, trees, shrubs, and other landscape plantings, placed on the premises for which this Grant is made. The Ketola's further agree that they shall not be entitled to any damages for removal of any such improvements. If Ketola's fail to remove such improvements after receiving due notice, the improvements shall be removed by the City. The Ketola's must reimburse the City for the full costs associated with this removal within thirty (30) days of delivery of an invoice. Failure to pay these costs will result in a special assessment being placed against the property.

6. Waiver. The Ketola's specifically waive any right to contest, in any manner, the validity of this Agreement under Wis. Stats. §66.0425, or the amount of compensation charged.

7. Parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their successors and assigns.

8. Implementation. This Agreement is effective upon execution by the authorized representatives of the City and Ketola's. Failure to properly execute this Agreement will render this Agreement null and void. The parties represent and warrant that those signing this Agreement on their behalf are authorized to do so.

Dated this \_\_\_\_ day of December, 2025

CITY OF TWO RIVERS

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Kyle Kordell  
City Manager

Amanda Baryenbruch  
City Clerk

STATE OF WISCONSIN )  
 ) SS  
MANITOWOC COUNTY )

Personally came before me this \_\_\_\_ day of December, 2025, the above-named Kyle Kordell, City Manager and Amanda Baryenbruch, City Clerk, known to me to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires\_\_\_\_\_

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Craig A Ketola

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Nancilyn K Ketola

STATE OF WISCONSIN )  
 ) SS  
MANITOWOC COUNTY )

Personally came before me this \_\_\_\_ day of December, 2025, the above-named Craig Ketola and Nancilyn Ketola known to me to be the persons who executed the foregoing instrument and acknowledged the same.

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Notary Public, State of Wisconsin

My Commission Expires\_\_\_\_\_