

GAS EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **Redevelopment Authority of Sheboygan, a Wisconsin municipal corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lots 2 and 3 of Block 110 of the recorded plat of Original Plat of the City of Sheboygan, being part of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4) of Section 23, Township 15 North, Range 23 East, **City of Sheboygan, County of Sheboygan, State of Wisconsin**, as shown on the attached Exhibit "A".

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
59281206315

- 1. Purpose: GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

**Redevelopment Authority of Sheboygan, a Wisconsin
municipal corporation**

Corporate Name _____

Sign Name _____

Print name & title _____

Sign Name _____

Print name & title _____

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

Redevelopment Authority of Sheboygan, a Wisconsin municipal corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

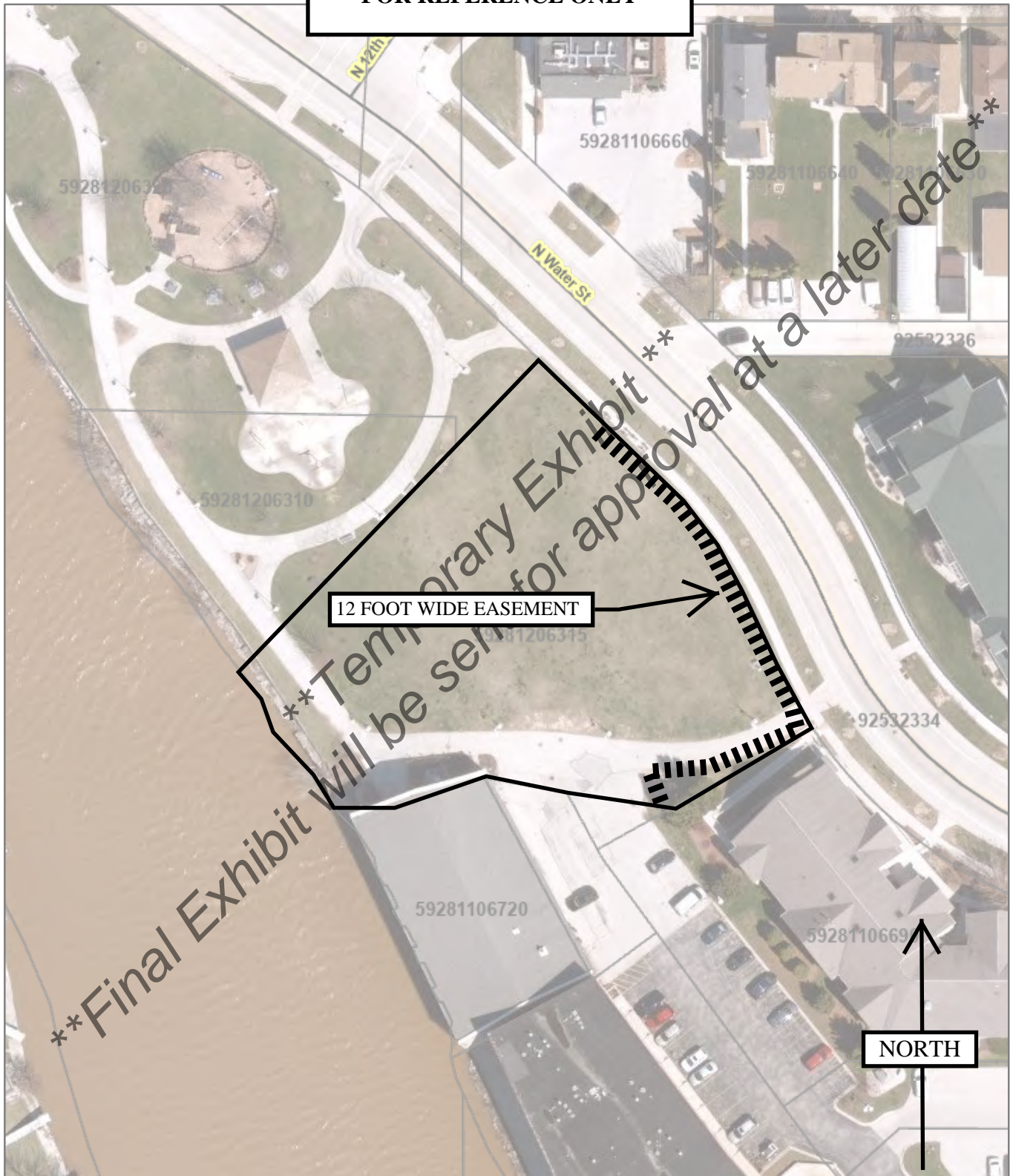
Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
January 26, 2022	Sheboygan	City of Sheboygan	938 N Water St	59281206315
Real Estate No.	WPSC District	WR#	WR Type	I/O
1061585	Sheboygan-50	3291208	GP	22400103GC

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



CITY OF SHEBOYGAN

REQUEST FOR REDEVELOPMENT AUTHORITY CONSIDERATION

ITEM DESCRIPTION: Discussion and possible action for the Redevelopment Authority to repay the advances from the General Fund and Capital Project Fund including interest

REPORT PREPARED BY: Kaitlyn Krueger, Finance Director

REPORT DATE: February 13, 2022

MEETING DATE: February 16, 2022

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin	N/A
Statutes:	
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

The Redevelopment Authority currently holds two liabilities for advances from the General Fund and Capital Project Fund that are required to be repaid for \$500,000 and \$75,000, respectively. Interest is also owed on these advances totaling \$26,842.92. Both advances were initially appropriated to allow the Redevelopment Authority funds for land acquisition.

At the December 14, 2021 meeting, this body approved accepting a payoff request from Heartland Properties for three developer loans in the amount of \$463,816. The City received the payment in full on December 30th. With the receipt of these funds, the Redevelopment Authority is in a position to pay back the advances.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to authorize the Finance Director to transfer funds from the Redevelopment Authority to General Fund and Capital Fund for repayment of advances including interest of \$26,842.92.

ATTACHMENTS:

None

CITY OF SHEBOYGAN

REQUEST FOR REDEVELOPMENT AUTHORITY CONSIDERATION

ITEM DESCRIPTION: Discussion and possible action on request from Wisconsin Public Service to place a 12-foot wide gas main easement along property at Parcel No. 59281206315 owned by the Redevelopment Authority.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: February 14, 2022 **MEETING DATE:** February 16, 2022

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

The Redevelopment Authority owns a vacant piece of property south of the Workers Water Street Park. Currently Wisconsin Public Service has a gas main easement through the middle of this property. WPS will be updating the gas main and has connected City staff to keep the current location of the main through the property. City staff requested WPS move the main easement to the outside boundaries of the property. WPS concurred.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to authorize City Staff to work with WPS to place a 12-foot wide easement outside of the developable area on Parcel No. 59281206315.

ATTACHMENTS:

I. Draft Easement and Exhibit