

RS

**GAS EASEMENT**

RE #3315819

This **GAS EASEMENT** (the "Easement") is made by **CITY OF SHEBOYAGAN**, a Wisconsin Municipal Corporation, ("Grantor"), to **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin corporation, ("Grantee"). Grantor and Grantee may be referred to individually as a "Party" or collectively as the "Parties".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent exclusive Easement on, over, under, across, through and upon a part of Grantor's property hereinafter referred to as the "Easement Area", upon that certain property of Grantor located in Sheboygan County, Wisconsin. (the "Grantor Parcel").

**1. Easement Area:** The Grantor Parcel and the location of the Easement Area with respect to the Grantor Parcel are both described on the attached Exhibit "A" and made a part hereof by this reference.

**2. Purpose:** This Easement gives, grants and conveys unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the perpetual and exclusive right, permission and authority to install, construct, operate, maintain, inspect, test, protect, alter, repair, reconstruct, replace, relocate, enlarge and remove gas regulators and valve assemblies together with and including but not limited to the necessary foundations, buildings and structures, fencing, access driveway, storm water retention systems, protective barriers, piping and associated appurtenances, filters, gas process heating equipment, remote power actuator facilities together with a power pole, antenna and associated communication equipment, an electric transformer, wires, cable, anchor and guy wires, riser equipment and power pedestals for electric service and metering, solar power panel facilities, and other related appurtenances under and above-ground of such design and material as Grantee may deem necessary in the construction and operation of a gas regulator, valve assembly and other gas facilities 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 or pipelines, including customary growth and replacement thereof. With respect to the exclusive easement rights described in this Easement, Grantor agrees that neither Grantor nor any third party may install or construct any buildings, structures, improvements or facilities (including without limitation, any gas, electrical, telecommunication, fiber optic or other utility facilities) within the Easement Area. Except easements of record at the signing hereof.

Grantee may designate or otherwise appoint, assign, contract, and duly authorize other persons, firms or corporations to perform, carry out and complete, in whole or in part, the activities and operations, herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

**3. Use and Access:** Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as, but not limited to, rocks, trees, brush, limbs and fences which might interfere with the rights herein contained.

Grantor agrees that Grantee and its agents, contractors and employees shall have the free and full right to enter upon the Easement Area and adjacent portions of the Grantor Parcel, as necessary or convenient for the full enjoyment and use of the rights herein granted, for the purposes of ingress and egress, performing survey work for civil, environmental, archaeological, cultural, and geotechnical reviews, including soil borings, wetland studies, and to perform other engineering studies and for other purposes consistent with this Easement.

**4. Structures and Improvements:** Grantor covenants and agrees that no structures or above ground improvements, obstructions or impediments, of whatever kind or nature will be constructed, placed, planted, granted or allowed within the Easement Area. Grantor agrees that any future removal of trees and/or encroaching limbs due to Grantee's maintenance, repair, reconstruction and replacement of the existing gas facilities from the Easement Area will not be compensable.

RETURN TO:

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

(Parcel Identification Number)  
59281502950

5. **Elevation:** Grantor covenants and agrees that the elevation of the existing ground surface of land within the Easement Area will not be altered without the prior written consent of Grantee.
6. **Restoration:** Grantee agrees to restore or cause to have restored the adjacent portions of the Grantor Parcel, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents.
7. **Ownership:** Grantor, its successors, assigns, heirs, executors and administrators covenant and agree to and with Grantee, its successors and assigns, that at the time of the execution and delivery of this Easement, they are well seized of good and marketable title to the premises above described, and that the same are free and clear from all encumbrances that might materially adversely affect the rights of Grantee hereunder, except the mortgages of record as of the date of this Easement.
8. **Exercise of Rights:** The Parties agree that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.
9. **Binding Effect:** This Easement shall be a covenant running with the land and shall be binding upon, and inure to the benefit of the Parties and their heirs, legal representatives, executors, administrators, devisees, legatees, successors or assigns. The rights herein granted to Grantee may be assigned in whole or in part by Grantee at any time.
10. **Non-Titled Spouse:** Any non-titled spouse signs below as Grantor for the purpose of releasing and waiving all rights he or she may hold under all applicable homestead exemption laws and all applicable marital property laws.

This (is/is not) homestead property.

11. **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 five (5) days to review this easement document or voluntarily waives the five (5) day review period.

**IN WITNESS WHEREOF**, the undersigned Grantor(s), have or has caused these presents to be executed in its name by its proper representative(s) duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF SHEBOYAGAN, a Wisconsin Municipal Corporation**

Sign Name \_\_\_\_\_  
Print Name\Title \_\_\_\_\_

Sign Name \_\_\_\_\_  
Print Name\Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                                  : SS  
\_\_\_\_\_ COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named \_\_\_\_\_,

known to me to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public Signature

Print Name \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[Notary Seal]

This instrument was drafted by LFOshefsky on behalf of WEC Business Services, 2830 S. Ashland Ave., Green Bay WI 54304.

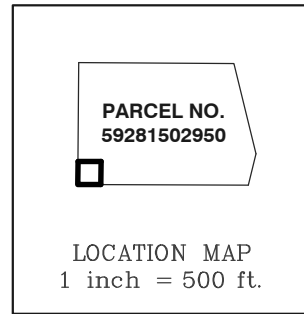
# EXHIBIT A

PART OF LOTS 8 & 9 OF BLOCK 187 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN; BEING PART OF THE SOUTHWEST FRACTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

GRANTOR:  
CITY OF SHEBOYGAN  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

GRANTEE:  
WISCONSIN PUBLIC  
SERVICE CORPORATION  
P.O. BOX 19001  
2830 S. ASHLAND AVE.  
GREEN BAY, WI 54307-9001

- LEGEND—
- = SHEBOYGAN CO. PLSS COR.
  - = 1" IRON PIPE FOUND
  - = PLSS SECTION LINE
  - = OWNER'S PROPERTY LINE
  - = EASEMENT AREA
  - = P.O.B. = POINT OF BEGINNING

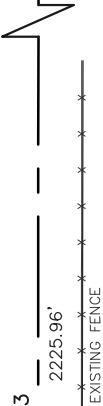


BEARINGS REFERENCED TO THE WEST LINE OF THE SW1/4, SECTION 23  
ASSIGNED: N00°-01'-01"E PER THE SHEBOYGAN COUNTY COORDINATE SYSTEM



W1/4 CORNER  
SECTION 23  
T.15N., R.23E.

2667.13'



(VACATED SPRUCE ST.)

ORIGINAL PLAT

BLOCK 187

OF THE

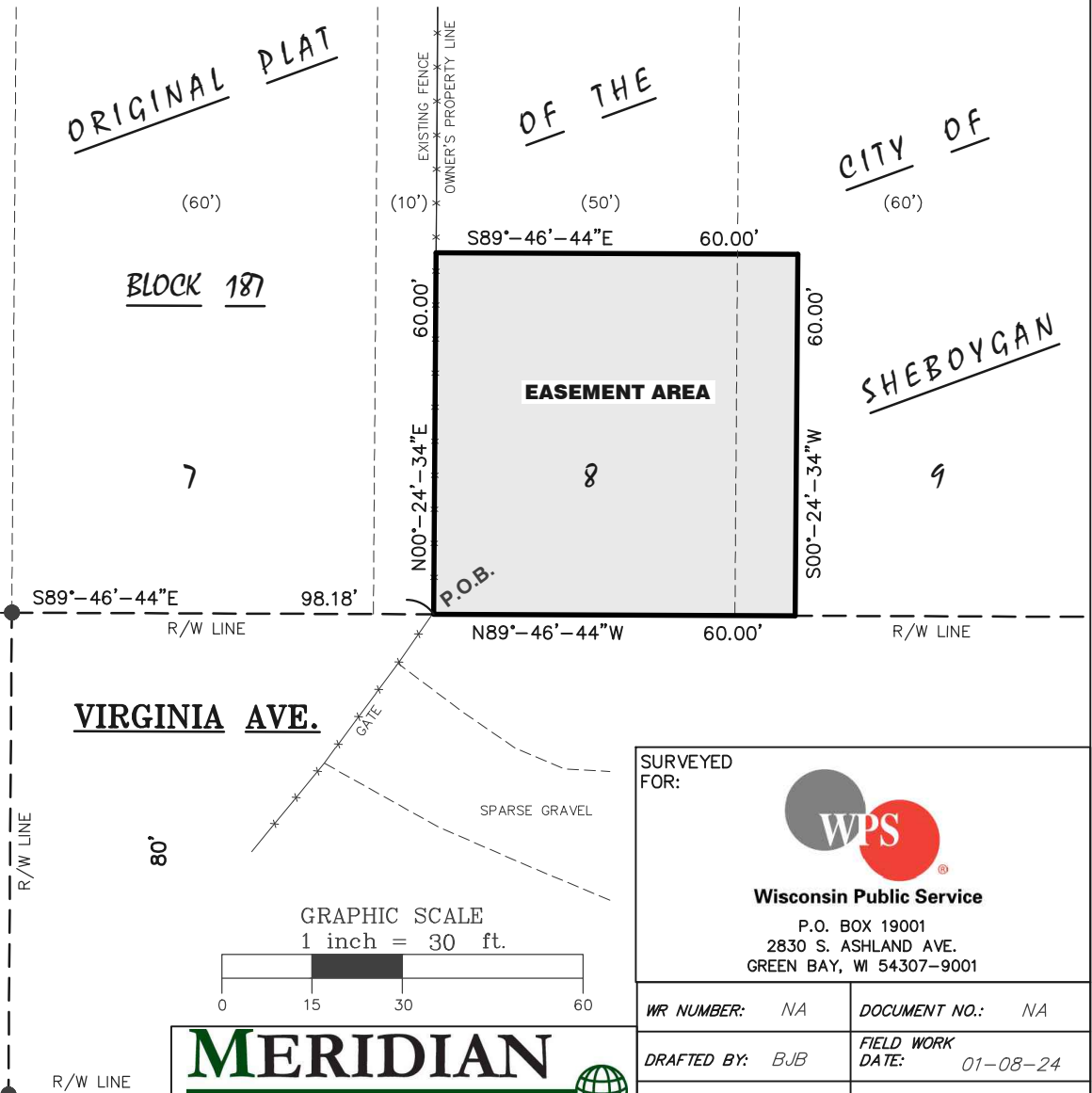
CITY OF

SHEBOYGAN

WEST LINE OF THE SW1/4, SECTION 23  
441.17'

N00°-01'-01"E

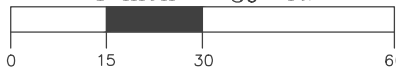
SW CORNER  
SECTION 23  
T.15N., R.23E.  
(10" NAIL FOUND)



VIRGINIA AVE.

80'

GRAPHIC SCALE  
1 inch = 30 ft.



SURVEYED FOR:



Wisconsin Public Service

P.O. BOX 19001  
2830 S. ASHLAND AVE.  
GREEN BAY, WI 54307-9001

WR NUMBER: NA	DOCUMENT NO.: NA
DRAFTED BY: BJB	FIELD WORK DATE: 01-08-24
REVIEWED BY: BB	FIELD BOOK: NOTES
JOB NO.: 15091	SHEET 1 OF 2

**MERIDIAN**  
SURVEYING, LLC

2020 Madison Street Office: 920-993-0881  
New Holstein, WI 53061 Fax: 920-273-6037

# EXHIBIT A

PART OF LOTS 8 & 9 OF BLOCK 187 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN; BEING PART OF THE SOUTHWEST FRACTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

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828 CENTER AVE.  
SHEBOYGAN, WI 53081

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GREEN BAY, WI 54307-9001

## GRANTOR PARCEL:

The parcel described in the Sheboygan County Register of Deeds Office, recorded in Volume 737, page 637, as document number 978272, being in the Southwest Fraction of the Southwest Quarter (SW1/4) of Section Twenty-Three (23), Township Fifteen (15) North, Range Twenty-Three (23) East, City of Sheboygan, Sheboygan County, Wisconsin.

## PERMANENT GAS EASEMENT DESCRIPTION:

All that part of the Grantor parcel being part of Lots Eight (8) and Nine (9) of Block One-Hundred Eighty-Seven (187) of the Original Plat of the City of Sheboygan; being part of the Southwest Fraction of the Southwest Quarter (SW1/4) of Section Twenty-Three (23), Township Fifteen (15) North, Range Twenty-Three (23) East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest Corner of said Section 23; thence N00°-01'-01"E along the west line of the SW1/4 of said Section 23, a distance of 441.17 feet to the west extension of the north right of way line of Virginia Avenue; thence S89°-46'-44"E along said north right of way line and its west extension, a distance of 98.18 feet to the point of beginning; thence N00°-24'-34"E along a line being ten (10) feet east of and parallel to the west line of said Lot 8, a distance of 60.00 feet; thence S89°-46'-44"E 60.00 feet; thence S00°-24'-34"W 60.00 feet to said north right of way line; thence N89°-46'-44"W along said north right of way line, a distance of 60.00 feet to the point of beginning; containing 3,600 square feet (0.083 acres) and being subject to any and all easements and restrictions of record.

SURVEYED  
FOR:



**Wisconsin Public Service**

P.O. BOX 19001  
2830 S. ASHLAND AVE.  
GREEN BAY, WI 54307-9001

WR NUMBER: NA	DOCUMENT NO.: NA
DRAFTED BY: BJB	FIELD WORK DATE: 01-08-24
REVIEWED BY: BB	FIELD BOOK: NOTES
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