

III

Res. No. 91 - 22 - 23. By Alderpersons Dekker and Rust.
November 21, 2022.

A RESOLUTION authorizing the acceptance of a Storm Sewer Easement and executing the Release of Utility Easement, both located in Lot 4 of South Pier plat.

RESOLVED: That the Common Council hereby authorizes and directs the Mayor and City Clerk to accept a Storm Sewer Easement on behalf of the City from The Redevelopment Authority of the City of Sheboygan, Wisconsin, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the Common Council hereby authorizes and directs the Mayor and City Clerk to execute the Release of Utility Easement for property owned by The Redevelopment Authority of the City of Sheboygan, Wisconsin in Lot 4 of South Pier plat, a copy of which is attached hereto.

PW

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

RE: Lot 4 of South Pier plat recorded September 26, 2003 at 2:35 PM
in Volume 15 on Pages 174-175 of Plats as Document No. 1709640.

Pursuant to Wis. Stat. 236.293, the undersigned, **City of Sheboygan**, hereby releases all right, title, and interest which it may have in the 15' Utility Easement located on Lot 4 of South Pier plat recorded on September 26, 2003 in Volume 15 of Plats on Pages 174-175 as Document No. 1709640.

Name and Return Address:
City of Sheboygan
City Attorney's Office
828 Center Ave, Suite 210
Sheboygan, WI 53081

Part of 59281322010
Parcel Identification Number (PIN)

Authorized by Resolution _____

Adopted by the City of Sheboygan on the _____ day of _____, 2022.

City of Sheboygan

Ryan Sorenson, Mayor

Meredith DeBruin, City Clerk

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2022, the above named Ryan Sorenson and Meredith DeBruin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires _____

THIS INSTRUMENT DRAFTED BY:
Michael P. Born, PLS
Assistant City Engineer / Surveyor

Document Number

Document Title

STORM SEWER EASEMENT

THIS INDENTURE, made this ____ day of November, 2022, by The Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin, "**GRANTOR**", and the City of Sheboygan, a municipal corporation of the State of Wisconsin, "**GRANTEE**";

Name and Return Address
City of Sheboygan
City Attorney's Office
828 Center Ave, Suite 210
Sheboygan, WI 53081-4442

59281322010

Parcel Identification Number (PIN)

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained agree as follows:

1. **GRANTOR** does hereby give and grant to said **GRANTEE**, its successors and assigns, a permanent non-exclusive easement to construct, operate, use, maintain, and repair a storm sewer in, under, and along the following described property, to-wit:

See Attached Exhibits "A" and "B" for map and legal description

Physical Site Address:

500 South Pier Drive
Sheboygan, WI 53081

2. Said storm sewer facilities shall be maintained and kept in good order and condition by **GRANTEE**.
3. That in, and during, whatever construction, reconstruction, or repair work it is, or becomes, necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of **GRANTEE**, be replaced in substantially the same condition as it was prior to such disturbances. **GRANTEE** shall save harmless **GRANTOR** from any loss, damage, injury or liability resulting from negligence on the part of **GRANTEE** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury, or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by

them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law **GRANTEE** is entitled to raise.

4. **GRANTOR** agrees not to construct, install, and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit, and/or limit ingress and egress over, across, through, and upon said easement.
5. That in connection with the construction by **GRANTOR** of any structure or building abutting said permanent easement defined limits, **GRANTOR** will assume all liability for any damage to the facilities in the above described easement. **GRANTOR** will indemnify and hold **GRANTEE** harmless from any claims for personal injuries or property damage caused by any negligence of **GRANTOR** arising out of the construction by **GRANTOR** of any structure or building abutting the said permanent utility easement defined limits.
6. Both parties mutually agree that this easement and covenants herein shall run with the land.

IN WITNESS THEREOF, the **GRANTOR**, has caused this instrument to be signed and sealed this

_____ day of _____, 2022.

THE REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN

Roberta Filicky-Peneski
Chairperson

Chad Pelishek
Executive Director

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2022, the above named Roberta Filicky-Peneski, Chairperson and Chad Pelishek, Executive Director to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Accepted By: **CITY OF SHEBOYGAN**

Ryan Sorenson
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2022, the above named Ryan Sorenson, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

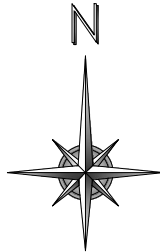
This Instrument Drafted By:
Michael P. Born, PLS
Assistant City Engineer / Surveyor

EXHIBIT A

STORM SEWER EASEMENT

PART OF LOT 4 OF SOUTH PIER PLAT
LOCATED IN THE SOUTHEAST FRACTION OF THE
SOUTHEAST 1/4 OF SECTION 23, TOWN 15 NORTH - RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

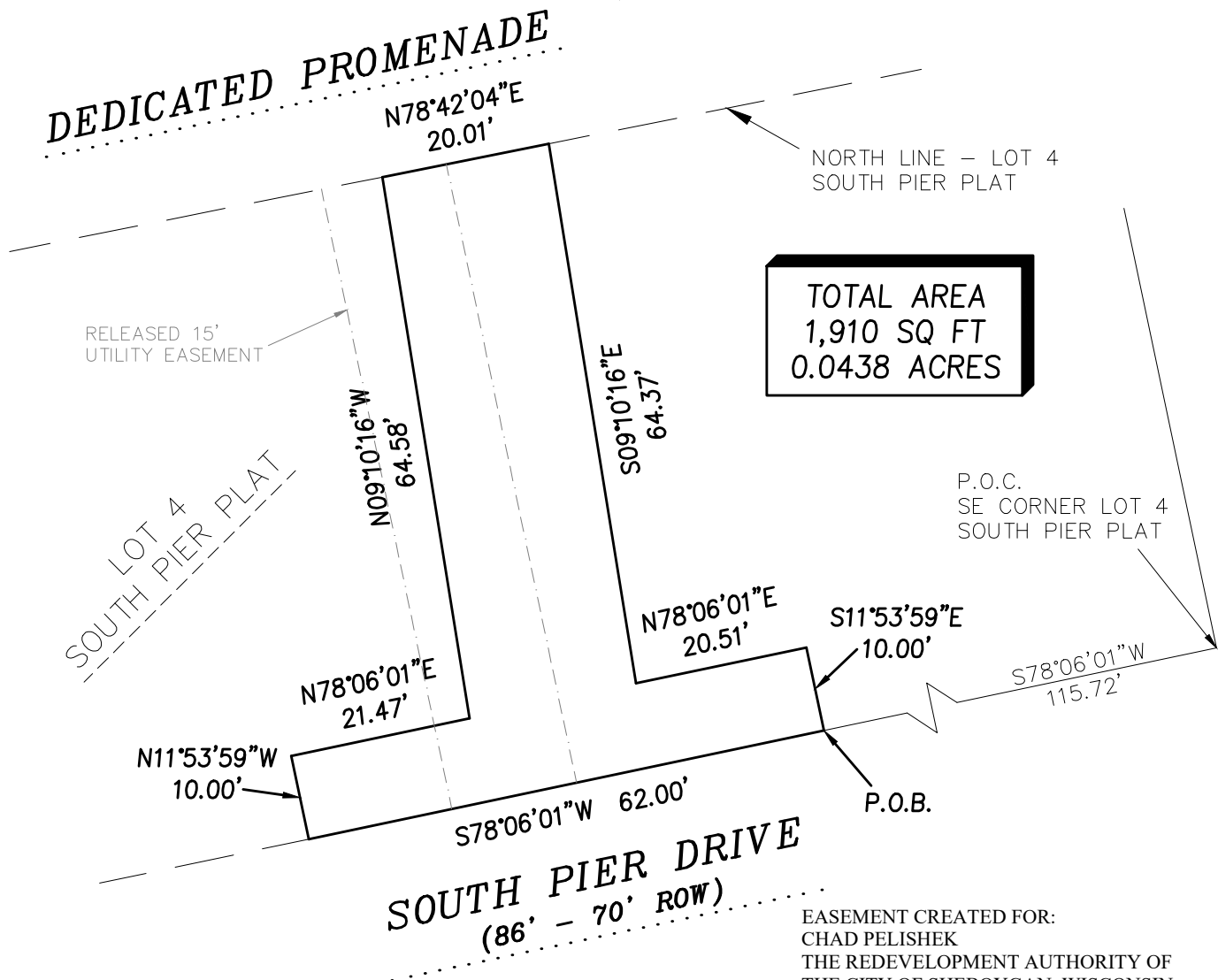
BEARINGS ARE REFERENCED TO THE SOUTH
LINE OF LOT 4 OF SOUTH PIER PLAT
RECORDED AS S78°06'01"W (SHEBOYGAN
COUNTY COORDINATES - NAD83 (1991))



GRAPHIC SCALE

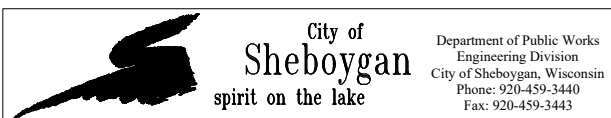


(IN FEET)
1 inch = 20 ft



EASEMENT CREATED FOR:
CHAD PELISHEK
THE REDEVELOPMENT AUTHORITY OF
THE CITY OF SHEBOYGAN, WISCONSIN
828 CENTER AVENUE
SHEBOYGAN, WI 53081

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 1/18/19



PARENT PARCEL ID:
PART OF 59281322010

SHEET 4 OF 5 SHEETS

EXHIBIT B

STORM SEWER EASEMENT

DESCRIPTION

PART OF LOT 4 OF SOUTH PIER PLAT
LOCATED IN THE SOUTHEAST FRACTION OF THE
SOUTHEAST 1/4 OF SECTION 23, TOWN 15 NORTH - RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

A part of Lot 4 of South Pier plat, recorded in Volume 15 on Pages 174-175 of Plats as Document 1709640 in the Sheboygan County Register of Deeds Office, located in the Southeast fraction of the Southeast 1/4 of Section 23, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast corner of said Lot 4, thence South 78°06'01" West along the South line of said Lot 4, and the North line of South Pier Drive, a distance of 115.72 feet to the Point of Beginning;
thence continuing South 78°06'01" West along said South line of said Lot 4 a distance of 62.00 feet;
thence North 11°53'59" West a distance of 10.00 feet;
thence North 78°06'01" East a distance of 21.47 feet;
thence North 09°10'16" West a distance of 64.58 feet to the North line of said Lot 4, and the South line of a dedicated promenade;
thence North 78°42'04" East along said North line of said Lot 4 a distance of 20.01 feet;
thence South 09°10'16" East a distance of 64.37 feet;
thence North 78°06'01" East a distance of 20.51 feet;
thence South 11°53'59" East a distance of 10.00 feet to said South line of said Lot 4 and the Point of Beginning for this description.

The above described lands contain 0.0438 acres (1,910 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATE: 1/18/19

