

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 192-23-24
TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to execute an Overhead Electric Easement for Alliant Energy at Evergreen Park (Parcel No. 59281628964).

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute and deliver an Overhead Electric Easement, a copy of which is attached hereto, for Alliant Energy at Evergreen Park (Parcel No. 59281628964).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

Document No.

**EASEMENT OVERHEAD
ELECTRIC AND COMMUNICATION**

The undersigned **City of Sheboygan, Wisconsin, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor **in the City of Sheboygan, County of Sheboygan, State of Wisconsin**, said "Easement Area" to be **10** feet in width and described as follows:

See Exhibits A & B, attached hereto and made a part hereof.

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for overhead electric line and overhead communication line facilities, including but not limited to poles, crossarms, wires, guy wires, anchors, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
Madison, WI 53718

Parcel Identification Number(s)

59281628964

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

CITY OF SHEBOYGAN, WISCONSIN

_____(SEAL)
Signature

_____(SEAL)
Signature

Printed Name and Title

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20____, the above named _____
_____ the _____ for the City of Sheboygan, Wisconsin to me known to be
the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by

Haley Long

Checked by
Justin DeVries

March 7, 2024

Project Title: Calumet Dr.

ERP Activity ID: 4339248

Tract No.:

REROW No.:

Exhibit A

Lands owned by Grantor:

Located in the East Half (E½) of Section 9, Township 15 North, Range 23 East, City of Sheboygan, County of Sheboygan, Wisconsin.

All that land of the owner in the SE¼-SE¼ and N½-SE¼ Section 9, T15N, R23E lying southwesterly of STH 42 and northeasterly of the new southwesterly right of way line of STH 42 described as follows: Commencing at a point on the STH 42 reference line 318.86 feet N 1°19'57"W of the southeast corner of said Section 9; Thence along said reference line N 46°32'59"W 14.29 feet; Thence S 43°27'01"W 33.00 feet to a point on the existing southwesterly right of way line of STH 42 and the point of beginning; Thence along the new southwesterly right of way line N 48°33'15"W 385.95 feet; Thence N 46°32'59"W 3.18 feet to a point on a curve with a radius of 11,412.66 feet and long chord bearing N 46°49'15"W 107.99 feet; Thence northwesterly along said curve to the left 107.99 feet; Thence N 54°55'47"W 89.13 feet; Thence N 46°32'59"W 190.67 feet to a point on a curve with a radius of 7,580.15 feet and a long chord bearing N 47°28'08"W 243.19 feet; Thence northwesterly along said curve to the left 243.20 feet to a point on a curve with a radius of 11,412.66 feet and a long chord bearing N 52°20'00"W 1,043.13 feet; Thence northwesterly along said curve to the left 1,043.49 feet to a point on a curve with a radius of 7,580.15 feet and a long chord bearing N 58°02'52"W 467.93 feet; Thence northwesterly along said curve to the left 468.00 feet; Thence N 59°48'59"W 147.12 feet; Thence N 52°09'01"W 201.70 feet; Thence N 59°41'50"W 164.11 feet to a point on a curve with a radius of 2,897.79 feet and a long chord bearing N 55°56'40"W 379.31 feet; Thence northwesterly along said curve to the right 379.58 feet a point on the north-south one-quarter line 147.76 S 2°57'14"E of the center of said Section 9. Also, all that land of the owner in the NW¼-SE¼ Section 9, T15N, R23E lying northeasterly of STH 42 and southwesterly of the new northeasterly right of way line of STH 42 described as follows: Commencing at a point on the STH 42 reference line 318.86 feet N 1°19'57"W of the southeast corner of said Section 9; Thence along said reference line N 46°32'59"W 403.18 feet; Thence northwesterly along the arc of a 11,459.16 foot radius curve to the left 1,829.74 feet; Thence N 55°41'54"W 252.64 feet; Thence N 34°18'06"E 50.00 feet to a point on the existing northeasterly right of way line of STH 42 and the point of beginning; Thence along the new northeasterly right of way line N 55°41'54"W 414.44 feet; Thence S 34°18'06"W 17.50 feet; Thence N 55°41'54"W 285.35 feet to a point on a curve with a radius of 5,697.08 feet and a long chord bearing N 53°58'20"W 343.21 feet; Thence northwesterly along said curve to the right 343.26 feet to a point on the east-west one-quarter line 5.07 feet N 87°31'50"E of the center of said Section 9. Said new right of way contains 1.15 acres, more or less. Also included herein is 4.57 acres, more or less, lying within the existing right of way. AND Commencing at the center of Section nine (9), Township fifteen (15) North, Range Twenty-three (23) East, running thence east along the east and west quarter (¼) Section line of said Section nine (9), nine hundred sixty five (965) feet to the center line of Pigeon River, thence upstream along the center line of the Pigeon River six hundred eighty-five (685) feet more or less to the center line of the old Sheboygan and Calumet Plank Road, thence south sixty-eight (68) degrees fifty (50) minutes east five hundred sixty-five (565) feet to a point in the center line of State Trunk Highway 32, thence along the center line of the concrete pavement in S.T.H. 32, two hundred fifty (250) feet to a point in center line of said highway which is five hundred forty (540) feet, north forty-three (43) degrees thirty (30) minutes west of the intersection of said highway with the south line of the north one-half (½) of the southeast quarter (¼) of said Section nine (9), thence south forty-three (43) degrees thirty (30) minutes east along center line of said highway five hundred forty (540) feet to the south line of the north one-half (½) of the southeast quarter (¼) of said Section nine (9), thence west along said south line of the north one-half (½) of the southeast quarter (¼) of said section nine (9), one thousand six hundred sixty (1660) feet, more or less, to the southwest corner of the northwest quarter (¼) of the southeast quarter (¼) of said Section nine (9), thence north along the north and south quarter (¼) section line of said section nine (9), one thousand three hundred twenty (1320) feet, more or less, to the center of said Section nine (9). the point of beginning, containing thirty and seventy-eight one-hundredths (30.78) acres of land, and being a part of the north one-half (½) of the southeast one-quarter (¼) of Section nine (9), Township fifteen (15) North, Range twenty-three (23) east. AND Commencing at the southwest corner of the northwest quarter of the southeast quarter of Section Nine (9), Town Fifteen (15) North, of Range Twenty-three (23) East, thence running east along the south line of the northwest quarter of the southeast quarter of said section sixteen hundred sixty (1660) feet to the center line of the Calumet Plank Road, thence north forty-three (43) degrees thirty (30) minutes west along the center line of the Plank Road ninety-three (93) feet, thence north thirty-four (34) degrees two

(2) minutes east fifteen hundred and fourteen (1514) feet, thence north fifty-six (56) degrees forty-five (45) minutes west five hundred and forty-six (546) feet to the center line of Pigeon River, thence upstream along the center line of Pigeon River to its intersection with the east and west quarter line of said section nine, thence west along the said east and west quarter line to the center of said section nine, thence south along the north and south quarter line of said section to the point of beginning, containing sixty-six and fifty-three one hundredths (66.53) acres of land; EXCEPTING THEREFROM the following described property: Commencing at the center of Section nine (9), Township fifteen (15) North, Range twenty-three (23) East, running thence East along the East and West quarter ($\frac{1}{4}$) Section line of said Section nine (9), nine hundred sixty-five (965) feet to the center line of Pigeon River, thence upstream along the center line of Pigeon River, six hundred eighty-five (685) feet more or less to the center line of the old Sheboygan and Calumet Plank Road, thence South sixty-eight (68) degrees fifty (50) minutes East five hundred sixty-five (565) feet to a point in the center line of State Trunk Highway 32, thence along the center line of the concrete pavement in S. T. H. 32, two hundred fifty (250) feet to a point in the center line of said highway which is five hundred forty (540) feet, North forty-three (43) degrees thirty (30) minutes West of the intersection of said highway with the South line of the North one-half ($\frac{1}{2}$) of the Southeast quarter ($\frac{1}{4}$) of said Section nine (9), thence South forty-three (43) degrees thirty (30) minutes East along center line of said highway five hundred forty (540) feet to the South line of the North one-half ($\frac{1}{2}$) of the Southeast quarter ($\frac{1}{4}$) of said Section nine (9), thence West along said South line of the North one-half ($\frac{1}{2}$) of the Southeast quarter ($\frac{1}{4}$) of said Section Nine (9), one thousand six hundred sixty (1660) feet, more or less, to the Southwest corner of the Northwest quarter ($\frac{1}{4}$) of the Southeast quarter ($\frac{1}{4}$) of said Section nine (9), thence North along the North and South quarter ($\frac{1}{4}$) Section line of said Section nine (9), one thousand three hundred twenty (1320) feet, more or less, to the center of said Section nine (9), to point of beginning, containing thirty and seventy-eight one-hundredths (30.78) acres of land, and being a part of the North one-half ($\frac{1}{2}$) of the Southeast one-quarter ($\frac{1}{4}$) of Section nine (9), Township fifteen (15) North, Range twenty-three (23) East. AND A parcel of land all in the north one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section 9, Township 15 North, Range 23 East, Town of Sheboygan County, described as follows, to-wit: All the land lying between a line sixty (60) feet southwesterly of and parallel with the following described centerline and the present southwesterly right of way line of State Trunk Highway No. 32 as now located, from the point of beginning to a point twelve hundred fifty-one (1251) feet northwesterly therefrom. The centerline is described as follows: Commencing at a point in the east line of said Section 9, three hundred twenty-seven & $\frac{95}{100}$ (327.95) feet north, two degrees, twenty-three minutes ($2^{\circ} 23'$) west from the southeast corner thereof; thence north forty-six degrees, ten minutes ($46^{\circ} 10'$) west Seven hundred seventy-seven & $\frac{3}{10}$ (777.3) feet to a point of curve; thence northwesterly along the arc of the curve to the left (whose radius is Seven thousand six hundred thirty-nine & $\frac{5}{10}$ (7639.5) feet and whose long chord bears north fifty-two degrees, forty-eight minutes ($52^{\circ} 48'$) west One thousand seven hundred sixty-five & $\frac{3}{100}$ (1765.03) feet a distance of Six hundred sixty-four & $\frac{4}{10}$ (664.4) feet to the point of beginning; thence continuing northwesterly along the arc of said curve to the left a distance of twelve hundred fifty-one (1251) feet to the point of tangent. Said parcel excludes all land already reserved for highway purposes and encroachments and contains 2.124 acres, more or less. AND

All that part of the south half of the southeast quarter of section nine (9), township fifteen (15) north of range twenty-three (23) east, lying west of the Sheboygan & Calumet Plank Road running through said eighty (80) acres of land. The land hereby agreed to be surveyed contains about sixty-nine and one-half ($69\frac{1}{2}$) acres.

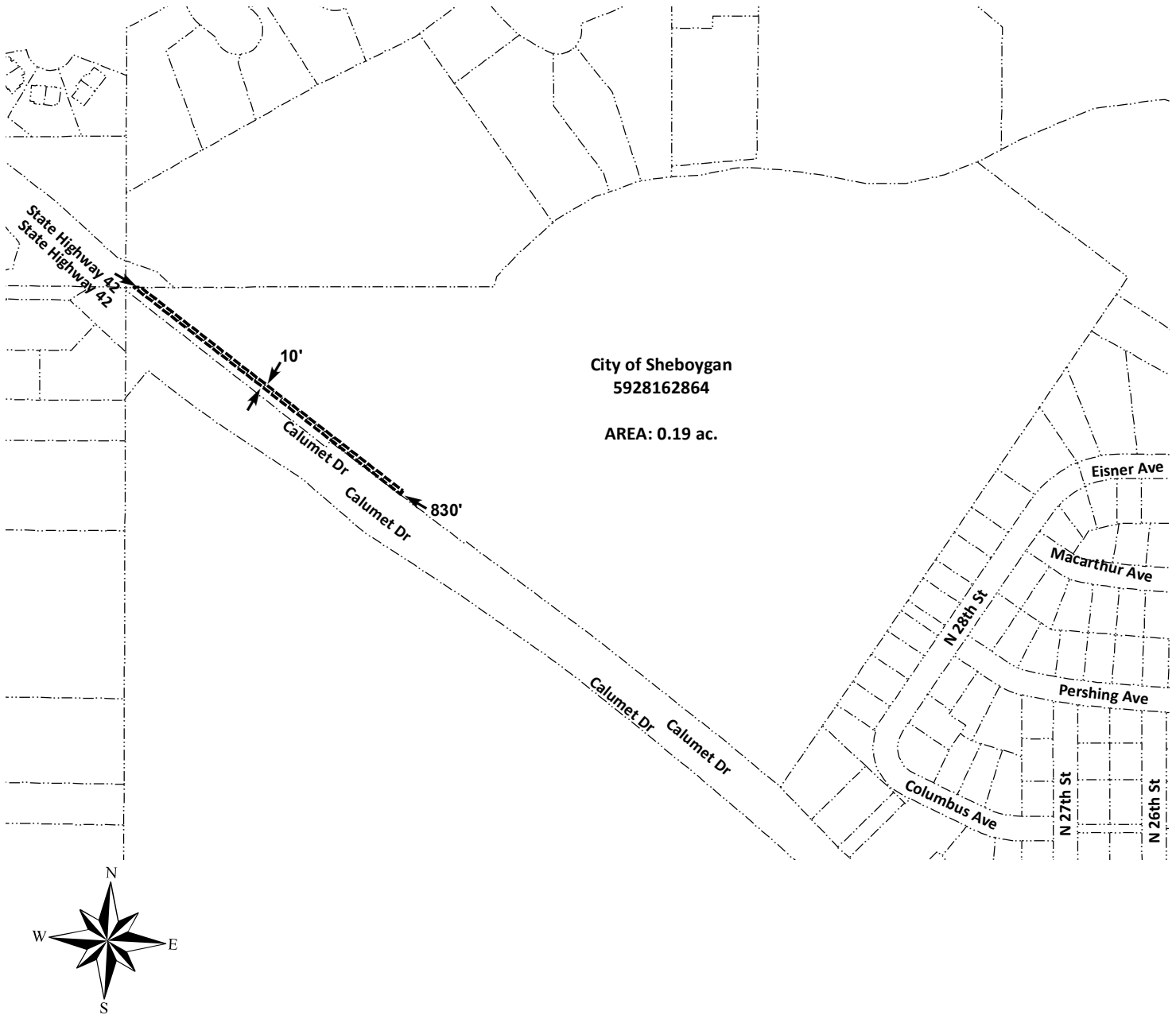
Grantor's deeds being recorded on May 12, 1992, as Document Number 1342328; on March 28, 1946, as Document Number 472169; on November 6, 1943, as Document Number 440454; on May 18, 1937, as Document Number 350282; & August 7, 1920, as Document Number 198959 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Easement area:

The easement area being the South Ten (10) feet of the West Eight hundred thirty (830) feet, lying parallel with the North right-of-way line of Calumet Drive, as depicted on the attached Exhibit "B", being part of the above-described real estate.

EXHIBIT B

A PART OF THE E 1/2
SEC 9-T15N-R23E
SHEBOYGAN COUNTY, WISCONSIN



JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698



www.jcgland.com

DRAWN: WATSON

CALUMET DR

SCALE: 1" = 375'

DATE: 3/6/2024

PROPERTY LINE

EASEMENT AREA

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE