



**MEETING NOTICE AND AGENDA
Beloit City Plan Commission
Wednesday, August 23, 2017 at 7:00 PM
Third Floor Conference Room
Beloit City Hall
100 State Street, Beloit**

1. **Call to Order and Roll Call**
2. **Approval of the Minutes of the August 9, 2017 Meeting**
3. **Extraterritorial Certified Survey Map – 4201 S. Walters Road – Town of Beloit**
Review and consideration of a Three-Lot Certified Survey Map for 4201 S. Walters Road in the Town of Beloit
4. **Ironworks Industrial Bridge Project**
Review and consideration of a Bridge Construction Agreement and Related Easements to the Ironworks Industrial Bridge Project
5. **Easement – Telfer Park – 2301 Skyline Drive**
Review and consideration of a request for an Underground Electric Easement from Wisconsin Power and Light Company over a portion of Telfer Park located at 2301 Skyline Drive
6. **Status Report on Prior Plan Commission Items**
7. **Adjournment**

If you are unable to attend this meeting, please contact Amber in the Community Development Department at 364-6650 **no later than 4:00 PM the day before the meeting.**

Notice Mailed: August 18, 2017

Approved: Julie Christensen, Community
Development Director

**Please note that, upon reasonable notice, at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's Office at 364-6680, 100 State Street, Beloit, WI 53511



**Meeting Minutes
Beloit City Plan Commission
Wednesday, August 9, 2017 at 7:00 PM
The Forum
Beloit City Hall, First Floor
100 State Street, Beloit**

1. Call to Order and Roll Call

Chairperson Faragher called the meeting to order at 7:00pm. Commissioners Haynes, Weeden, Johnson, Faragher, Finnegan, Ruster, Tinder, and Councilor De Forest were present.

2. Approval of the Minutes of the July 19, 2017 Meeting

Commissioner Finnegan moved to approve the minutes from the July 19, 2017 meeting. Commissioner Tinder seconded the motion. The motion passed, voice vote.

3. Preliminary Plat of Eagles Ridge No. 3 – New Leaf Homes LLC

Public hearing, review and consideration of the Preliminary Plat of Eagles Ridge No. 3 for the properties located at 3650 Eagles Ridge Drive and 1510 Townhall Road

Ms. Julie Christensen, Community Development Director, presented the staff report and recommendation.

Commissioner Johnson questioned if the lots by Quail Run are buildable and if they would affect the stormwater detention area. Ms. Christensen answered that they are buildable lots and the new lots (3655-3660) will drain to a temporary storm water detention area at the end of Quail Run, while the other proposed lots will drain to an existing storm water detention area in first phase of the subdivision.

John Knabe, 6551 East Riverside Blvd, Suite 110, representing New Leaf Homes, stated that the lots that are previously platted are built out with the homes. Commissioner Haynes asked if the stormwater detention area is temporary. Mr. Knabe stated that it is temporary and in the master plan for the entire property the water drains south so they will keep the water pushing down to the corner end of the property. There will be a permanent development agreement plan put together later regarding the needed infrastructure.

Commissioner Haynes moved to approve the motion. Commissioner Johnson seconded the motion. The motion passed, voice vote.

4. Preliminary Plat of the Oaks No. 2 – COB 33 LLC

Public hearing, review and consideration of the Preliminary Plat of the Oaks No. 2 for the property located at 2750 Rachel Terrace

Ms. Julie Christensen, Community Development Director, presented the staff report and recommendation.

Commissioner Haynes questioned the history of the Preliminary Subdivision Plat. Commissioner Faragher stated that the Preliminary Subdivision has been planned for a while, and he is in support of the plans. Ms. Christensen stated that the City of Beloit has been accepting applications for different levels of subdivisions. The City has approved multi-family developments, condo, and two different types of single family residential development which gives a good mix of different housing styles in the City.

James Bursinger, 2719 Sarah Lane, questioned if the developers could preserve the oak trees around the area so not all of them are removed. Councilor De Forest asked if the developers could try to preserve some of the oak trees when building the lots on that plat. She stated it could benefit the home sales in the future if there are oak trees on the properties.

Frank McKearn, 2857 Bartells Drive, president of R.H. Batterman & Co., Inc. stated that they will do their best to preserve the oak trees in the area. The road way will be on the edge of the wooded area and some homes will be tucked in the wooded area, and the developers will be doing their best to preserve the oak trees.

Deana Mortimer, 2641 Sarah Lane, inquired what the out-lot would entail. Mr. McKearn answered that City Ordinance states the developers need to provide stormwater management to that location. Councilor De Forest stated that the City Engineer looks at the plans for stormwater management to ensure it meets code and, if the plan does not work, they can file a complaint with the City.

John Chandler, 2691 Sarah Lane, also requested that the developer maintain the oak trees behind the properties on Sarah Lane.

Commissioner Haynes moved to approve the motion. Commissioner Johnson seconded the motion. The motion passed, voice vote.

5. Planned Unit Development – 2850, 2900 and 2956 Milwaukee Road

Public hearing, review and consideration of an Amendment to a Planned Unit Development Master Land Use Plan for the properties located at 2850, 2900 & 2956 Milwaukee Road

Ms. Julie Christensen, Community Development Director, presented the staff report and recommendation.

Commissioner Tinder moved to approve the motion. Commissioner Johnson seconded the motion. The motion passed, voice vote.

6. Zoning Map Amendment – Portions of 2956 Milwaukee Road

Public hearing, review and consideration of a Zoning Map Amendment to change the zoning district classification from C-3, Community Commercial District, to PUD, Planned Unit Development District, for portions of the property located at 2956 Milwaukee Road

Ms. Julie Christensen, Community Development Director, presented the staff report and recommendation.

Commissioner Johnson moved to approve the motion. Commissioner Weeden seconded the motion. The motion passed, voice vote.

7. Status Report on Prior Plan Commission Items

City Council approved the Conditional Use Permits for Kettle Foods located at 3150 Kettle Way and the G5 Brewing Company located at 1895 Gateway Boulevard.

8. Adjournment

The meeting adjourned at 7:35pm.

Minutes respectfully submitted by Amber DesRoberts.

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: August 23, 2017

Agenda Item: 3

File Number: CSM-2017-14

Applicant: Brian Cooke

Owner: Wisconsin Power and Light Company

Location: 4201 South Walters Road

Existing Zoning: I-1, Light Industrial District

Existing Land Use: Vacant, Utility

Total CSM Area: 4,273,236 SF (98.10 AC)

Request Overview/Background Information:

Brian Cooke, on behalf of Wisconsin Power and Light Company, has submitted an Application for the Review of a Minor Subdivision and a 3-Lot Certified Survey Map (CSM) for the property located at 4201 South Walters Road, in the Town of Beloit. According to Section 12.05(1)(b) of the Subdivision Ordinance, the Plan Commission may approve, conditionally approve, or reject any minor subdivision of land within the City of Beloit's extraterritorial jurisdiction where there is no dedication of land to the City.

Key Issues:

- This 98.10 acre lot is currently zoned I-1, Light Industrial District. The submitted CSM indicates that all of the proposed lots will be for utility use and their zoning will not change from I-1.
- The land subject to the proposed land division is traversed from east to west by an electrical transmission line serving the existing West River Energy Center natural gas generation facility.
- There are also existing water, storm water, and electrical lines on the property. Most of the area zoned I-1 is being developed for a new West River Energy Center natural gas generation facility.
- Lot 1 will have 1,926.30 feet of frontage off South Walters Road and 245.56 feet of frontage off W B R Townline Road, and will be approximately 49.53 acres. Lot 1 will also have a transmission line easement, from east to west, near its south lot line and a gas easement and transmission line easement near the lot line along W B R Townline Road.
- Lot 2 will have 614.29 feet of frontage off South Walters Road and will be approximately 51.28 acres (45.48 acres inside the meander). The southeasterly corner of Lot 2 is within the Rock River floodplain and is delineated as wetland by the DNR; however, this area will not be developed. The attached preliminary CSM shows the meander line along the southeasterly corner of proposed lot 2.
- Lot 3 will have 345.01 feet of frontage off South Walters Road and will be approximately 3.09 acres. Lot 3 will have pipe line, pumping facility, and an access easement, as described in the preliminary CSM. Both Lot 2 and Lot 3 will have an ingress and egress easement along their south lot lines.
- The City's Review Agents have reviewed the proposed CSM and have not submitted any objections.
- The application and proposed CSM are attached for your review.

Consistency with Comprehensive Plan and Strategic Plan:

This proposed CSM lies outside the limits of the City's Future Land Use Map.

Sustainability:

- **Reduce dependence upon fossil fuels** – N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – N/A

Staff Recommendation:

The Planning & Building Services Division recommends **approval** of the attached 3-Lot Certified Survey Map (CSM) for the property located at 4201 South Walters Road, in the Town of Beloit, subject to the following condition:

1. The final CSM shall be recorded with the Rock County Register of Deeds by December 31, 2017.

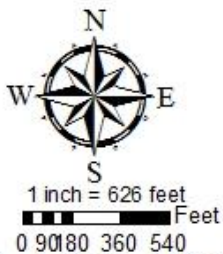
Fiscal Note/Budget Impact: N/A

Attachments: Location Map, CSM, Application, Site Assessment Checklist, FEMA Floodplain Overlay, DNR Wetlands Overlay, and Resolution

Location & Zoning Map

4201 South Walters Road

CSM-2017-14



Legend

- Proposed Lot Lines
- - - Meander Line
- ▭ Parcel Boundary
- ▨ Floodplain

Map prepared by: Rudy Moreno, Planner II
Date: August 14, 2017
For: City of Beloit Planning & Building Services
Date of Aerial Photography: March 2011

PLANNING & BUILDING SERVICES DIVISION

PRELIMINARY

**CERTIFIED SURVEY MAP
ROCK COUNTY, WISCONSIN**

PART OF OUTLOTS 2-4 AND 2-5 OF THE ASSESSOR'S PLAT OF BELOIT
LOCATED IN THE NE 1/4 OF THE NW 1/4, SE 1/4 OF THE NW 1/4,
NW 1/4 OF THE NE 1/4, SW 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4
SECTION 2, TOWNSHIP 1 NORTH, RANGE 12 EAST OF THE 4TH PRINCIPAL MERIDIAN
TOWN OF BELOIT, ROCK COUNTY, WISCONSIN

INTENT OF SURVEY:

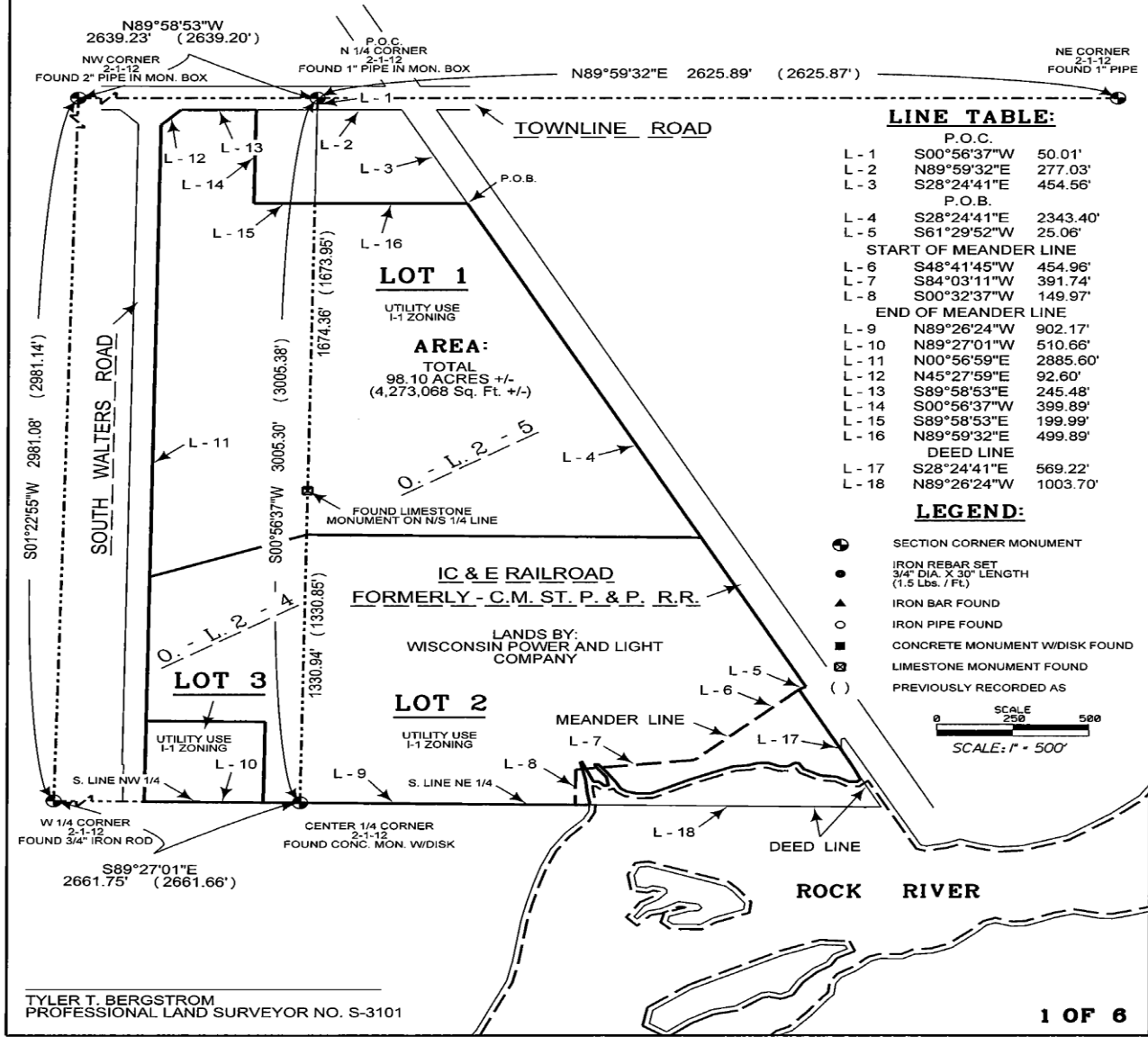
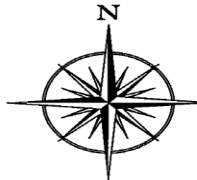
SURVEY OF LANDS TO DIVIDE LANDS OWNED BY
WISCONSIN POWER AND LIGHT COMPANY AS DESCRIBED IN WARRANTY DEEDS
VOLUME: 453, PAGE: 353-354
VOLUME: 357, PAGE: 713-715

BEARINGS:

GRID NORTH AS REFERENCED TO THE
WISCONSIN COUNTY COORDINATE SYSTEM
ROCK COUNTY

SURVEYED FOR:

WISCONSIN POWER AND LIGHT COMPANY
4902 N. BILTMORE LANE
MADISON, WI 53718

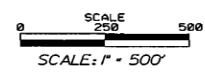


LINE TABLE:

P.O.C.		
L-1	S00°56'37"W	50.01'
L-2	N89°59'32"E	277.03'
L-3	S28°24'41"E	454.56'
P.O.B.		
L-4	S28°24'41"E	2343.40'
L-5	S61°29'52"W	25.06'
START OF MEANDER LINE		
L-6	S48°41'45"W	454.96'
L-7	S84°03'11"W	391.74'
L-8	S00°32'37"W	149.97'
END OF MEANDER LINE		
L-9	N89°26'24"W	902.17'
L-10	N89°27'01"W	510.66'
L-11	N00°56'59"E	2885.60'
L-12	N45°27'59"E	92.60'
L-13	S89°58'53"E	245.48'
L-14	S00°56'37"W	399.89'
L-15	S89°58'53"E	199.99'
L-16	N89°59'32"E	499.89'
DEED LINE		
L-17	S28°24'41"E	569.22'
L-18	N89°26'24"W	1003.70'

LEGEND:

- SECTION CORNER MONUMENT
- IRON REBAR SET
3/4" DIA. X 30" LENGTH
(1.5 LBS. / FT.)
- ▲ IRON BAR FOUND
- IRON PIPE FOUND
- CONCRETE MONUMENT W/DISK FOUND
- LIMESTONE MONUMENT FOUND
- () PREVIOUSLY RECORDED AS

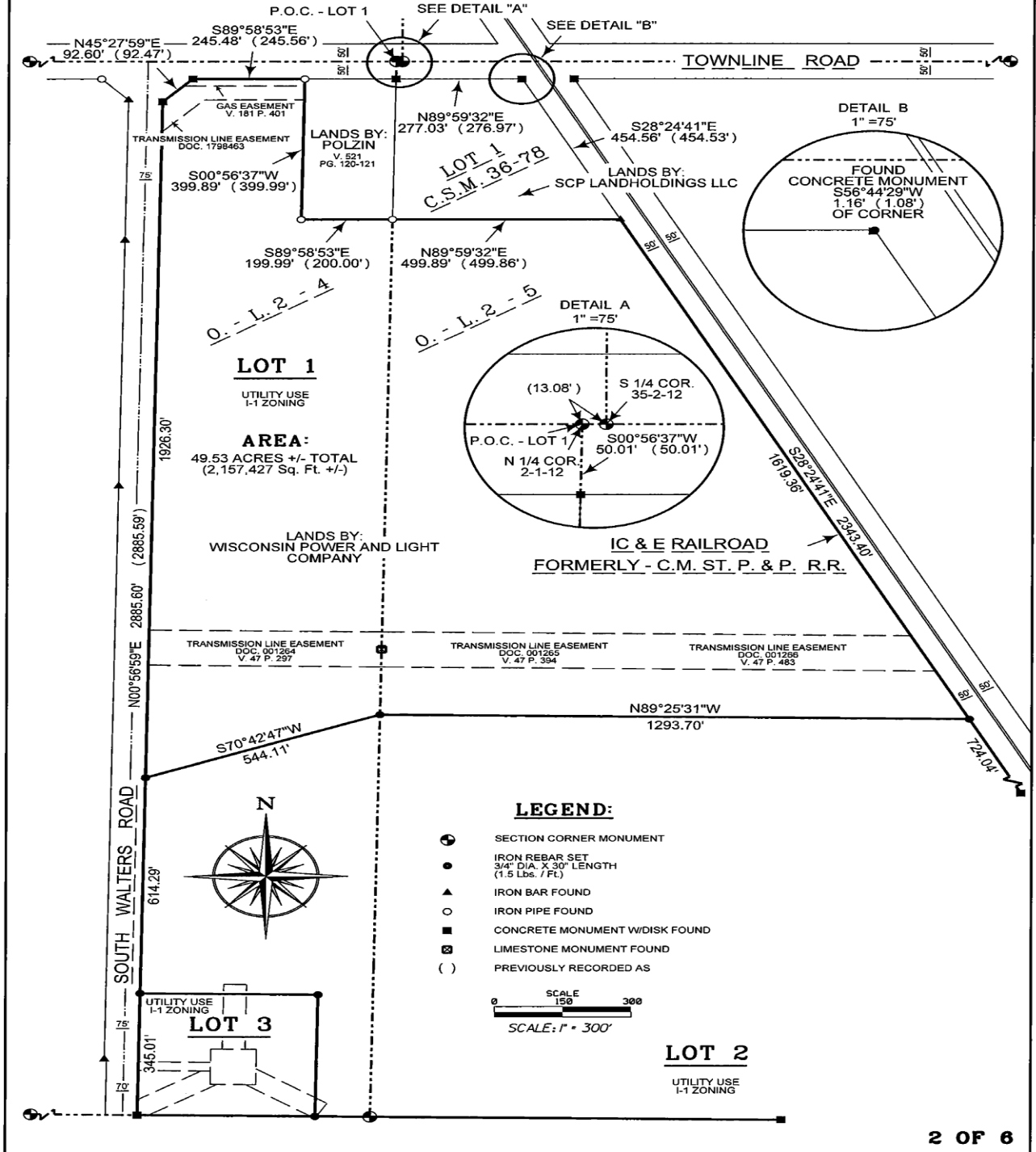


TYLER T. BERGSTROM
PROFESSIONAL LAND SURVEYOR NO. S-3101

PRELIMINARY

**CERTIFIED SURVEY MAP
ROCK COUNTY, WISCONSIN**

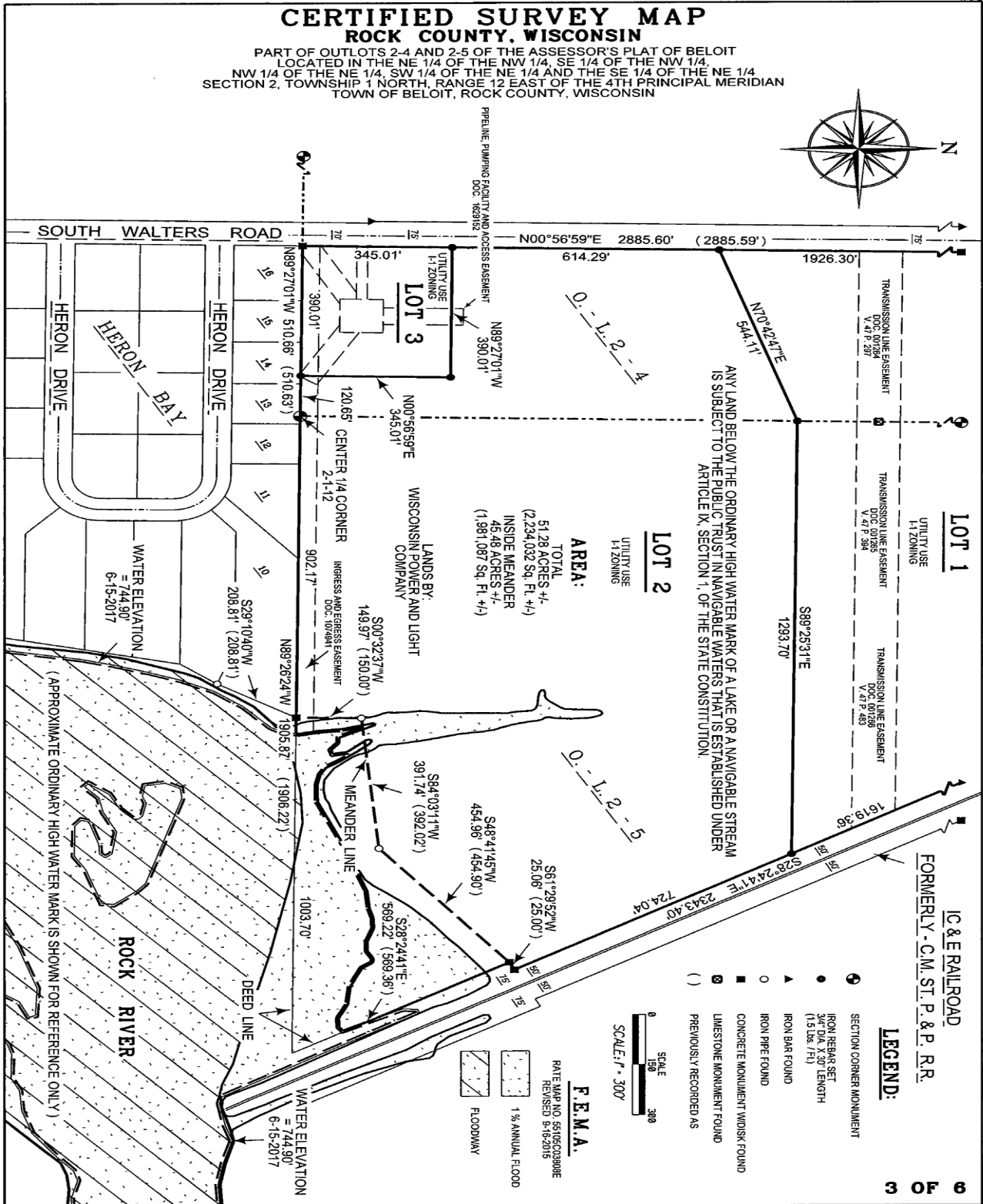
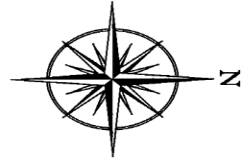
PART OF OUTLOTS 2-4 AND 2-5 OF THE ASSESSOR'S PLAT OF BELOIT
LOCATED IN THE NE 1/4 OF THE NW 1/4, SE 1/4 OF THE NW 1/4,
NW 1/4 OF THE NE 1/4, SW 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4
SECTION 2, TOWNSHIP 1 NORTH, RANGE 12 EAST OF THE 4TH PRINCIPAL MERIDIAN
TOWN OF BELOIT, ROCK COUNTY, WISCONSIN



PRELIMINARY

CERTIFIED SURVEY MAP
ROCK COUNTY, WISCONSIN

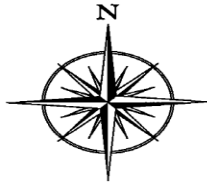
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TOWN OF BELOIT, ROCK COUNTY, WISCONSIN



PRELIMINARY

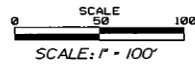
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SECTION 2, TOWNSHIP 1 NORTH, RANGE 12 EAST OF THE 4TH PRINCIPAL MERIDIAN
TOWN OF BELOIT, ROCK COUNTY, WISCONSIN



LEGEND:

- ⊙ SECTION CORNER MONUMENT
- IRON REBAR SET
3/4" DIA. X 30" LENGTH
(1.5 Lbs. / Ft.)
- ▲ IRON BAR FOUND
- IRON PIPE FOUND
- CONCRETE MONUMENT W/DISK FOUND
- ⊗ LIMESTONE MONUMENT FOUND
- () PREVIOUSLY RECORDED AS



LOT 2

UTILITY USE
I-1 ZONING

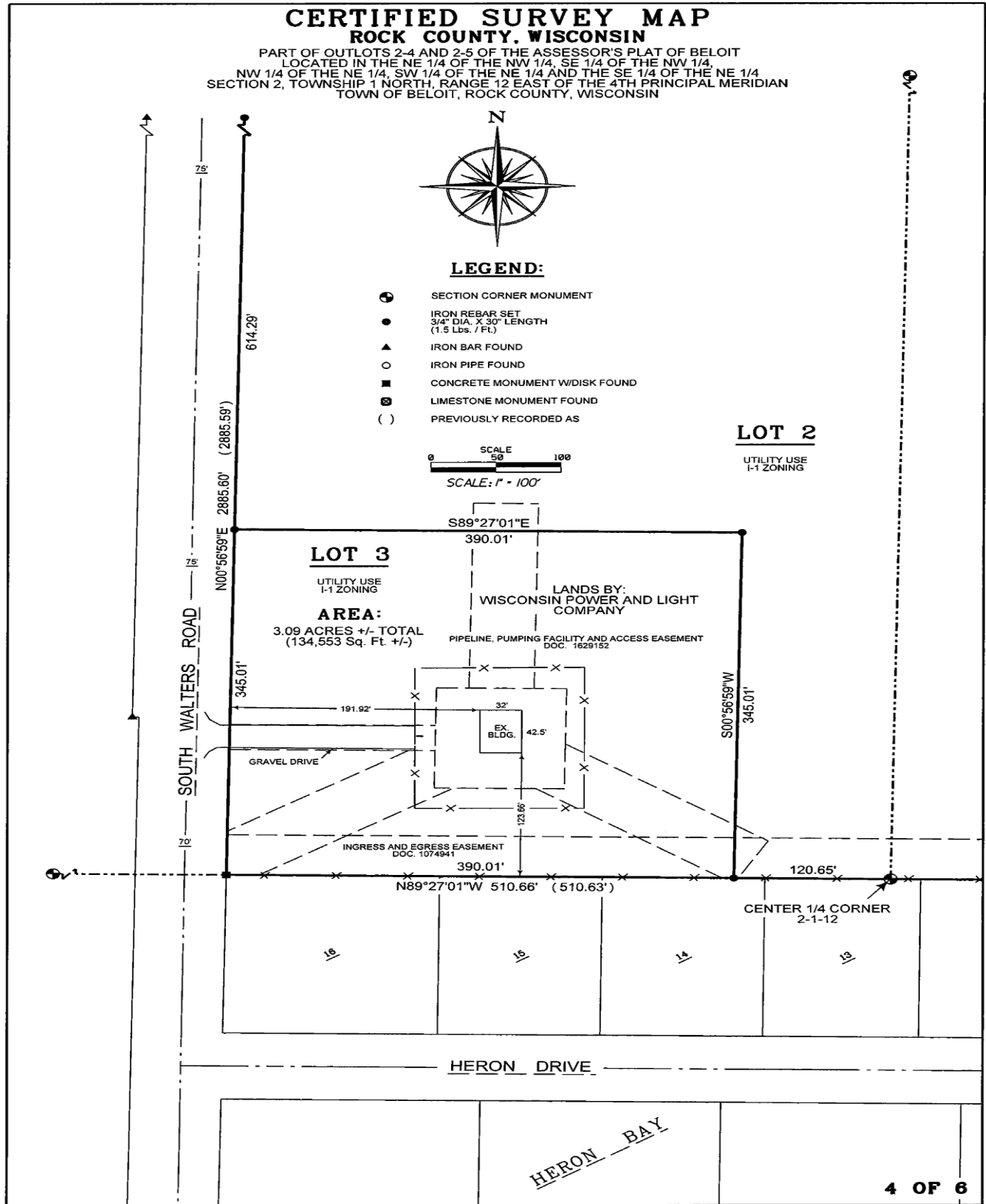
LOT 3

UTILITY USE
I-1 ZONING

AREA:
3.09 ACRES +/- TOTAL
(134,553 Sq. Ft. +/-)

LANDS BY:
WISCONSIN POWER AND LIGHT
COMPANY

PIPELINE, PUMPING FACILITY AND ACCESS EASEMENT
DOC. 1629152



PRELIMINARY

**CERTIFIED SURVEY MAP
ROCK COUNTY, WISCONSIN**

PART OF OUTLOTS 2-4 AND 2-5 OF THE ASSESSOR'S PLAT OF BELOIT
LOCATED IN THE NE 1/4 OF THE NW 1/4, SE 1/4 OF THE NW 1/4,
NW 1/4 OF THE NE 1/4, SW 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4
SECTION 2, TOWNSHIP 1 NORTH, RANGE 12 EAST OF THE 4TH PRINCIPAL MERIDIAN
TOWN OF BELOIT, ROCK COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, TYLER T. BERGSTROM, PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT BY THE ORDER OF WISCONSIN POWER AND LIGHT COMPANY, I HAVE SURVEYED, DIVIDED, MONUMENTED AND MAPPED PART OF OUTLOTS 2-4 AND 2-5 LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 2, TOWNSHIP 1 NORTH, RANGE 12 EAST OF THE 4TH PRINCIPAL MERIDIAN, TOWN OF BELOIT, ROCK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

LANDS OWNED BY WISCONSIN POWER AND LIGHT COMPANY

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 2;
THENCE S00°56'37"W, ALONG THE NORTH / SOUTH QUARTER LINE SAID SECTION 2, A DISTANCE OF 50.01 FEET TO A POINT ON THE SOUTHERLY MARGIN OF TOWNLINE ROAD;
THENCE N89°59'32"E, ALONG THE SOUTHERLY MARGIN OF SAID TOWNLINE ROAD BEING PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 277.03 FEET TO A POINT ON THE WESTERLY MARGIN OF THE IC & E RAILROAD, FORMERLY THE C.M. ST. P. & P. RAILROAD;
THENCE S28°24'41"E, ALONG THE WESTERLY MARGIN OF SAID RAILROAD, A DISTANCE OF 454.56 FEET TO THE POINT-OF-BEGINNING OF THE LAND TO BE DESCRIBED;
THENCE CONTINUING S28°24'41"E, ALONG THE WESTERLY MARGIN OF SAID RAILROAD, A DISTANCE OF 2343.40 FEET;
THENCE S61°29'52"W, ALONG THE WESTERLY MARGIN OF SAID RAILROAD, A DISTANCE OF 25.06 FEET TO THE BEGINNING OF A MEANDER LINE ALONG THE ROCK RIVER;
THENCE S48°41'45"W, ALONG SAID MEANDER LINE, A DISTANCE OF 454.96 FEET;
THENCE S84°03'11"W, ALONG SAID MEANDER LINE, A DISTANCE OF 391.74 FEET;
THENCE S00°32'37"W, ALONG SAID MEANDER LINE, A DISTANCE OF 149.97 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;
THENCE N89°26'24"W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 902.17 FEET TO THE CENTER OF SAID SECTION 2;
THENCE N89°27'01"W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 510.66 FEET TO A POINT ON THE EASTERLY MARGIN OF SOUTH WALTERS ROAD;
THENCE N00°56'59"E, ALONG THE EASTERLY MARGIN OF SAID SOUTH WALTERS ROAD, A DISTANCE OF 2885.60 FEET;
THENCE N45°56'59"E, ALONG THE EASTERLY MARGIN OF SAID SOUTH WALTERS ROAD, A DISTANCE OF 92.60 FEET TO A POINT ON THE SOUTHERLY MARGIN OF TOWNLINE ROAD;
THENCE S89°58'53"E, ALONG THE SOUTHERLY MARGIN OF SAID TOWNLINE ROAD BEING PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 245.48 FEET;
THENCE S00°56'37"W, ALONG THE WEST LINE OF LANDS RECORDED IN VOLUME 521, PAGES 120 - 121, A DISTANCE OF 399.89 FEET;
THENCE S89°58'53"E, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 199.99 FEET TO A POINT ON THE NORTH / SOUTH QUARTER LINE;
THENCE N89°59'32"E, ALONG THE SOUTH LINE OF LOT 1, CERTIFIED SURVEY MAP RECORDED IN VOLUME 36, PAGES 78 - 80 OF CERTIFIED SURVEY MAPS OF ROCK COUNTY, AS DOCUMENT NO. 1997121, A DISTANCE OF 499.89 FEET TO THE POINT-OF-BEGINNING.
CONTAINING 98.10 ACRES OR (4,273,068 Sq. Ft.) MORE OR LESS AND INCLUDING ALL LANDS LYING BETWEEN THE ABOVE DESCRIBED MEANDER LINE AND THE WATERS EDGE OF THE ROCK RIVER.

ALSO SUBJECT TO ANY EASEMENTS, AGREEMENTS, COVENANTS OR RESTRICTIONS RECORDED OR UNRECORDED.

I DO FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARIES OF THE LAND SURVEYED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER A-67 OF THE WISCONSIN ADMINISTRATIVE CODE, CHAPTER 236.34 OF THE WISCONSIN STATUTES, ROCK COUNTY LAND DIVISION ORDINANCE AND THE TOWN OF BELOIT LAND DIVISION ORDINANCES IN SURVEYING AND MAPPING THE SAME TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TYLER T. BERGSTROM
PROFESSIONAL LAND SURVEYOR NO. S-3101

APPROVAL:

THIS FINAL LAND DIVISION NO. 2017 XXX IS APPROVED, THIS _____ DAY OF _____, 2017, PURSUANT TO CHAPTER 4 OF THE ROCK COUNTY ORDINANCE.

BY: _____
ROCK COUNTY PLANNING, ECONOMIC AND
COMMUNITY DEVELOPMENT DEPARTMENT

I HEREBY CERTIFY THAT THE PROPERTY TAXES ON THE PARENT PARCEL ARE CURRENT
AND HAVE BEEN PAID AS OF _____, 2017.

ROCK COUNTY TREASURER: _____

CITY of BELOIT
Neighborhood Planning Division

100 State Street, Beloit, WI 53511 Phone: (608) 364-6700 Fax: (608) 364-6609

Application for Review of a Minor Subdivision

(Please Type or Print)

File Number: CSM-2017-14

1. Address of property: 4201 South Walters Rd
2. Tax Parcel Number(s): 024 02200602 G-2-15.3
3. Property is located in (circle one): City of Beloit or Town of: Turtle, Beloit, Rock or LaPrairie
In the NE Quarter of Section 2, Township 1 North, Range 12 East of the 4th P.M.
4. Owner of record: Wisconsin Power and Light Company Phone: 608-458-3456
4902 N Biltmore Lane Madison WI 53718-2148
(Address) (City) (State) (Zip)
5. Surveyor's name: Tyler Bergstrom Phone: 608-458-3200
Alliant Energy
4902 N Biltmore Lane Madison WI 53718-2148
(Address) (City) (State) (Zip)
6. Number of new lots proposed with this land division is three lot(s).
7. Total area of land included in this map: 98.10 acres +/-
8. Total area of land remaining in parent parcel: 0 acres
9. Is there a proposed dedication of any land to the City of Beloit? No
10. The present zoning classification of this property is: I-1 LIGHT INDUSTRIAL DIST.
11. Is the proposed use permitted in this zoning district: Yes
12. **THE FOLLOWING ITEMS MAY NEED TO BE COMPLETED AND/OR ATTACHED:**

- Site Assessment Checklist;** is required if the total area of CSM is over 5 acres.
- Pre-application meeting;** a pre-application meeting was held on _____
with City of Beloit Staff.
- Developer's Statement;** as required by section 12.02(7) of the Subdivision Ordinance.
- Phase One Environmental Assessment;** as per section 12.05(1)(c) of the Subdivision Ordinance.
- Certified Survey Map;** one copy as required by section 12.05(1) of the Subdivision Ordinance.

The applicant's signature below indicates the information contained in this application and on all accompanying documents is true and correct. The undersigned does hereby respectfully make application for and petition the City Plan Commission or City Council for approval of this Certified Survey Map for the purpose stated herein. The undersigned also agrees to abide by all applicable federal, state and local laws, rules, and regulations.

Brian Cooke / Brian Cooke / 8/02/17
(Signature of applicant) (Name of applicant) (Date)

This application must be submitted at least 21 days prior to the Plan Commission meeting date.

Review fee: \$150 plus \$10 per lot Amount paid: \$180.00

Scheduled meeting date: AUG 23, 2017

Application accepted by: [Signature] Date: 8/2/17

Site Assessment Checklist (continued)

ITEM OF INFORMATION	YES	NO
IV. Biological Resources; Does the project site involve:	----	----
A. Critical habitat for plants and animals of community interest per DNR inventory?		✓
B. Endangered or rare plant or animal species per the DNR Wisconsin Natural Heritage Inventory?		✓
C. Trees with a diameter of 6 or more inches at breast height outside of "mature woodlands" as defined in the subdivision ordinance? (If Yes, all trees of such size must be mapped.)		✓
D. Removal of over 40 % of the trees on the site within a "mature woodland" as defined in the subdivision ordinance?		✓
E. Environmental corridors as mapped by the City of Beloit or Rock County?		✓

V. Energy, Transportation and Communications:	----	----
A. Would the development increase traffic flow on any arterial or collector street by more than 10 % based upon the most recent traffic counts and trip generation rates provided by the Institute of Transportation Engineers (ITE)?		✓
B. Is the land traversed by an existing or planned roadway corridor, as shown on the City's official map or comprehensive plan?		✓
C. Is the land within a highway noise impacted area (within 500 feet of an interstate or state or Federal highway)?		✓
D. Is the land traversed by an existing or planned utility corridor (gas, electrical, water, sewer, storm, communications)?	✓	

VI. Population:	----	----
A. Which public school service areas (elementary, middle and high school) are affected by the proposed development and what is their current available capacity?		
Elementary; <u>Powers Elementary</u>	E: Cap=	363
Middle; <u>Turner Middle</u>	M: Cap=	352
High School; <u>F.J Turner High</u>	H: Cap=	432

NOTES:

- "YES" answers must be explained in detail by attaching maps and supportive documentation describing the impacts of the proposed development.
- The Plan Commission may waive the filing of a Site Assessment Checklist for subdivisions of less than 5 acres in total area.

CITY of BELOIT

Neighborhood Planning Division

100 State Street, Beloit, WI 53511 Phone: (608) 364-6700 Fax: (608) 364-6609

SITE ASSESSMENT CHECKLIST

For property located at: 4201 South Walters Rd

Property owner's name: Wisconsin Power and Light Company

ITEM OF INFORMATION	YES	NO
I. Land Resources; Does the project site involve:		
A. Changes in relief and drainage patterns? (Attach a topographical map showing, at a minimum, 2-foot contour intervals)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. A landform or topographical feature including perennial streams?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. A floodplain? (If Yes, attach a copy of the latest FEMA Floodway map with the parcel shown thereon.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. An area of soil instability, or slopes greater than 12%, or hydric or alluvial soils as depicted in the "Soils Survey of Rock County"?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. An area of bedrock within 6 feet of the surface as depicted in the "Soils Survey of Rock County" or a more detailed source?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. An area with groundwater table within 5 feet of the surface as depicted in the "Soils Survey of Rock County" or a more detailed source?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. An area with fractured bedrock within 10 feet of the soil surface as depicted in the "Soils Survey of Rock County"?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
H. Prevention of future gravel extraction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. A drainage-way with a tributary area of 5 or more acres?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J. Lot coverage of more than 50 percent impermeable surfaces?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K. Prime agricultural land as depicted in the "Soils Survey of Rock County" or any adopted farmland preservation plans?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
L. Wetlands as depicted on a DNR wetland inventory map or more detailed source?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
II. Water Resources; Does the project site involve:		
A. An area traversed by a stream, intermittent stream or dry run?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. An impact on the capacity of a storm water storage system or flow of a waterway within one mile?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. The use of septic systems for on-site wastewater disposal?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Lowering of water table by pumping or drainage?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Raising of water table by altered drainage?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Frontage on a lake, river, or other navigable waterway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
III. Human and Scientific Interest; Does this project site involve:		
A. An area of archeological interest included on the Wisconsin Archeological Site Inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. An area of historical interest, or historic buildings or monuments listed on the State or National Register of Historic Places?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**CITY OF BELOIT
SITE ASSESSMENT CHECKLIST**

Explanation of “YES” Items on Checklist

I. (C): The southeasterly corner of the land to be subdivided is within the floodplain of the Rock River, but this area will not be developed. The attached preliminary certified survey map shows the FEMA floodplain boundaries and the attached Rock County GIS parcel map also shows the FEMA floodplain boundaries.

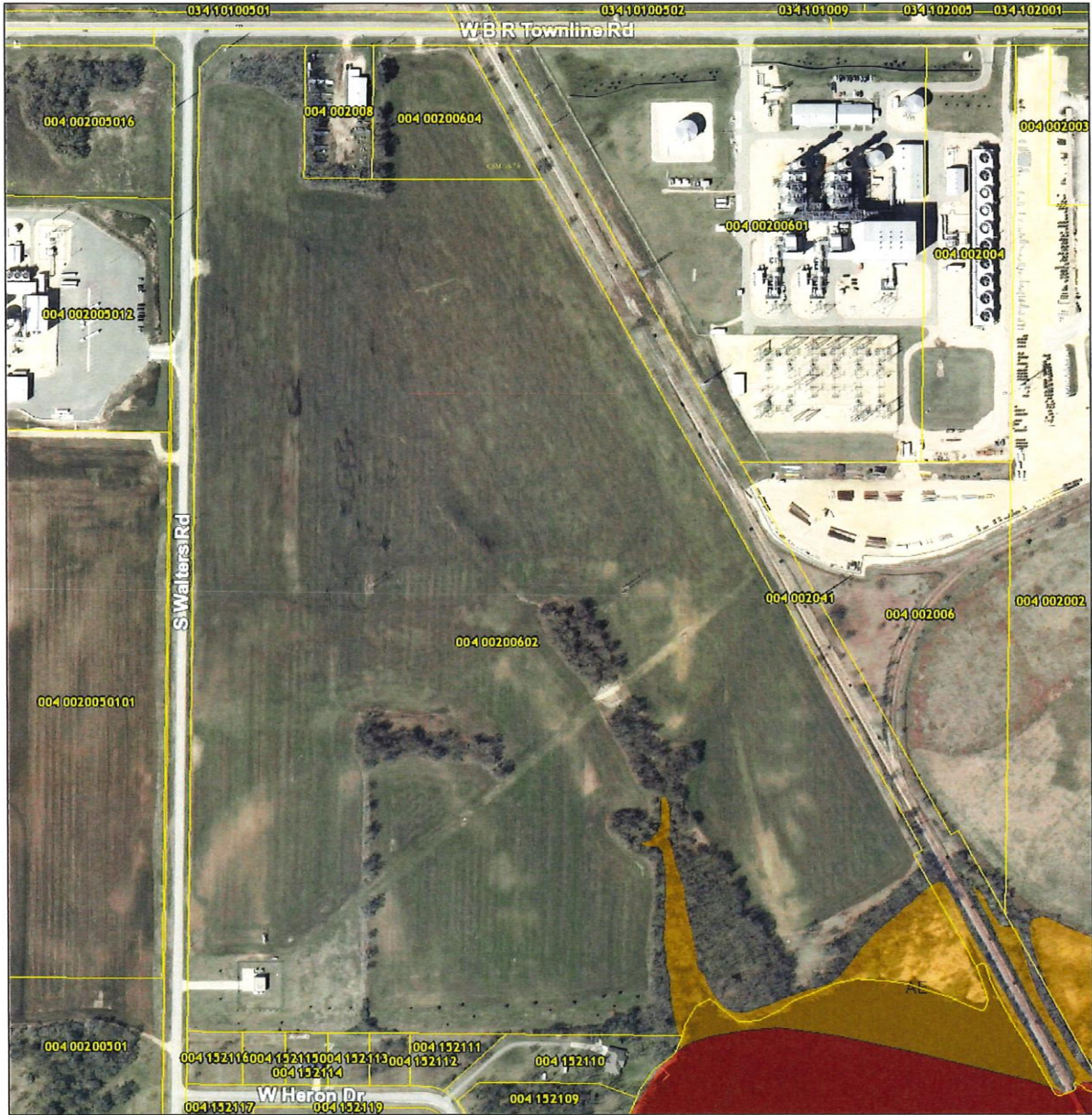
I. (K): Much of the land subject to the proposed land division consists of Lorenzo Loam or Warsaw Silt Loam soils which are considered prime soils for agricultural land; however, the area is zoned I-1 (Light Industrial) and most of it is being developed for the new West Riverside Energy Center natural gas generation facility.

I. (L): The very southeasterly most corner of the land subject to the proposed land division is delineated as wetland by the DNR, and this area is shown on the attached Rock County GIS parcel map. This area is not going to be developed.

II. (F): The southeasterly corner of the land subject to the proposed land division has frontage on the Rock River; however, this area is not going to be developed.

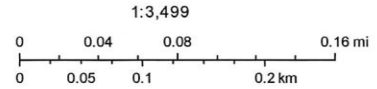
V. (D): The land subject to the proposed land division is traversed from east to west by a 345kv electrical transmission line serving the existing Riverside Energy Center natural gas generation facility. There are also existing water, stormwater and underground electrical lines on the property.

FEMA Floodplain Overlay

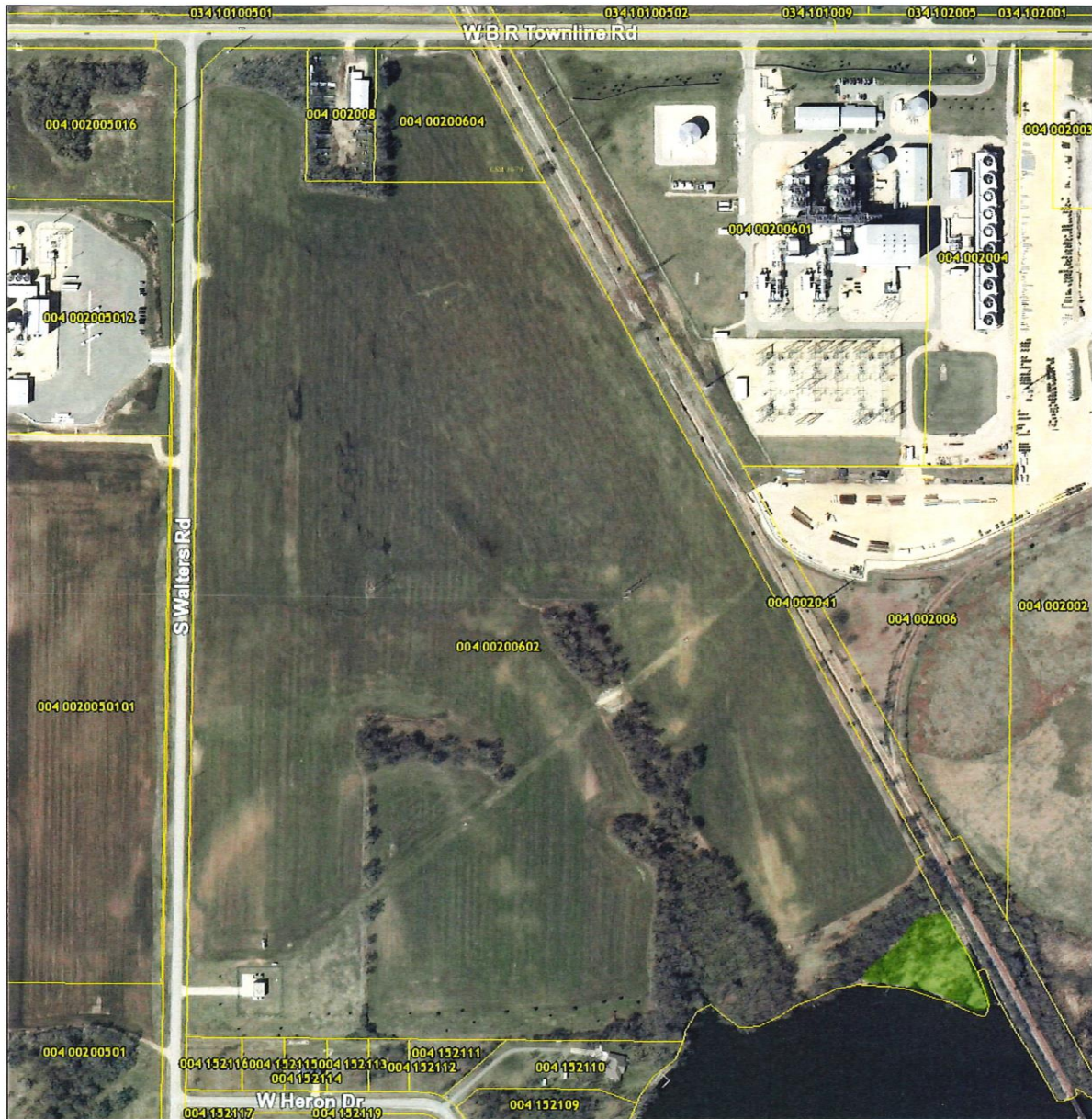


August 1, 2017

- Parcels
- 0.2 % Chance of Flooding
- Unstudied General Floodplain
- Floodfringe
- Floodway

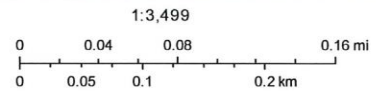


DNR Wetlands Overlay



August 1, 2017

- Parcels
- Deep water lake
- Emergent/wet meadow
- Filled/draind wetland
- Flats/unvegetated wet soil
- Forested
- Open water
- River
- Scrub/shrub
- Upland



**RESOLUTION
APPROVING A THREE-LOT CERTIFIED SURVEY MAP
FOR THE PROPERTY LOCATED AT
4201 SOUTH WALTERS ROAD**

WHEREAS, Section 12.05(1)b of Chapter 12 of the Code of General Ordinances of the City of Beloit entitled “*Subdivision and Official Map Ordinance*” authorizes the City Plan Commission of the City of Beloit to approve, conditionally approve, or reject any minor subdivision of land within the extraterritorial jurisdiction of the City; and

WHEREAS, the attached three-lot Certified Survey Map for the property located at 4201 South Walters Road, in the Town of Beloit, containing 98.10 acres, more or less, is located within the extraterritorial jurisdiction of the City of Beloit; and

WHEREAS, the City Plan Commission of the City of Beloit has reviewed the attached three-lot Certified Survey Map, which pertains to the following described land:

PART OF OUTLOTS 2-4 AND 2-5 OF THE ASSESSOR’S PLAT OF BELOIT
LOCATED IN THE NE ¼ OF THE NW ¼, SE ¼ OF THE NW ¼, NW ¼ OF
THE NE ¼, SW ¼ OF THE NE ¼ AND THE SE ¼ OF THE NE ¼ SECTION 2,
TOWNSHIP 1 NORTH, RANGE 12 EAST OF THE 4TH PRINCIPAL
MERIDIAN, TOWN OF BELOIT, ROCK COUNTY, WISCONSIN.

NOW, THEREFORE, BE IT RESOLVED THAT the Plan Commission of the City of Beloit does hereby conditionally approve the attached three-lot Certified Survey Map for the property located at 4201 South Walters Road, in the Town of Beloit, subject to the following conditions:

1. The final CSM shall be recorded with the Rock County Register of Deeds by December 31, 2017.

Adopted this 23rd day of August, 2017.

James Faragher, Plan Commission Chairman

ATTEST:

Julie Christensen,
Community Development Director

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: August 23, 2017

Agenda Item: 4

File Number: RPB-2017-05

Request Overview/Background Information:

Hendricks Commercial Properties, LLC and City staff have negotiated the attached Bridge Construction Agreement, which pertains to a proposed bicycle and pedestrian bridge over the Rock River in the City of Beloit. The Bridge Construction Agreement relates to the duties and responsibilities of both parties, and Exhibit C to that agreement is the Access Easement Agreement that will create seven (7) separate easements necessary for the construction, maintenance, and use of the bridge.

Key Issues:

- According to the proposed Bridge Construction Agreement, the \$1.2M bridge will be constructed at Hendricks' cost, and then dedicated to the public in order to provide a key linkage in the City's bike and pedestrian network. The bridge will connect the Steve Gregg bike path immediately behind the Ironworks Hotel & Heritage View building on the east side of the river to the Ironworks campus on the west side of the river. This project will require removal of the public "overlook" concrete structure that extends into the river behind the hotel.
 - The bridge will be a 228-foot, single-span, steel Warren Truss bridge on concrete abutments.
 - The bridge will be constructed according to City-approved plans and specifications, and will be completed and dedicated to the public by May 31, 2018. The bridge has already received a permit from the Wisconsin DNR.
 - According to the Bridge Construction Agreement, Hendricks will fund a future maintenance expense escrow account in an amount of \$75,000 (lump sum) or ten (10) annual installments of \$10,000 each.
 - At the western end, the bridge abutment will be constructed on Hendricks' property. At the eastern end, the bridge abutment will be constructed on the City-owned bike/pedestrian path out-lot, which has an address of 401 Public Avenue. This request also involves the City-owned parking lot at 524 Pleasant Street for temporary access.
 - Public easements over private property, as well as private easements over public property, require Plan Commission and City Council approval. The construction of the bridge structure itself also requires approval.
 - Due to the unique combination of public & private land ownership, along with private structure ownership during construction followed by dedication to the public and subsequent need for public access and maintenance, the Access Easement Agreement contemplates 7 separate easements as follows:
 - Section 1(a) is a Temporary Limited Easement (TLE) for Ingress & Egress and Bridge Construction that allows Hendricks to use two parcels of City land during construction (see Exhibit C.1).
 - Section 1(b) is a TLE to allow Hendricks to place the bridge on City land prior to dedication (see Ex. D.1).
 - Section 1(c) is a TLE between Hendricks-owned entities to allow use of the Geronimo (hotel) parcel.
 - Section 2(a) is a Permanent Limited Easement (PLE) to allow public bike & pedestrian access to the bridge from the Ironworks campus after dedication to the public (see Exhibit D.3).
 - Section 2(b) is a PLE to allow the bridge to remain on Hendricks property after dedication (see Ex. D.2).
 - Section 2(c) is a PLE to allow City crews to use the Ironworks site in order to maintain the bridge.
 - Section 2(d) is a PLE to allow City crews to use the Geronimo (hotel) site in order to maintain the bridge.
-

Consistency with Strategic Plan:

Consideration of this request supports City of Beloit Strategic Goal #5 by developing high quality infrastructure.

Sustainability:

- **Reduce dependence upon fossil fuels** – The proposed bridge will encourage biking and walking in the downtown area as an alternative to short vehicle trips.
 - **Meet the hierarchy of present and future human needs fairly and efficiently** – The proposed bridge will create a unique amenity and feature that will have a positive impact on all stakeholders.
-

Staff Recommendation:

The Planning & Building Services Division recommends **approval** of the attached Bridge Construction Agreement, including the Access Easement Agreement attached thereto.

Attachments: Bridge Construction Agreement and Access Easement Agreement

BRIDGE CONSTRUCTION AGREEMENT

This Agreement is made this 5th day of September 2017, by and between the City of Beloit, a Wisconsin municipal corporation, with a principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter the “City”) and Hendricks Commercial Properties, LLC, a Wisconsin limited liability company with a principal place of business located at 525 Third Street, Suite 300, Beloit, Wisconsin 53511 (hereinafter “Hendricks”).

RECITALS

WHEREAS, Hendricks is the owner of a site commonly referred to as the Ironworks Project which site is currently under redevelopment and is central to the overall redevelopment plans of the City (“Site Development”); said Site Development is located at the property legally described and depicted on Exhibit A hereto (the “Site”); and

WHEREAS, the Site is located near one of the key downtown blocks of the City and has connectivity with the City’s bicycle and pedestrian paths providing access for pedestrians to key downtown blocks and to provide a recreational facility to city residents (“Public Benefit”); and

WHEREAS, Hendricks is willing to consider donating the completed Project consisting of the construction of such pedestrian bridge for the Public Benefit in order to provide connectivity to the City’s bicycle and pedestrian paths; and the City is desirous of providing that connectivity provided that Hendricks is willing to undertake the obligations imposed to construct and the City in recognition of those Public Benefits is willing to accept the dedication of these private infrastructure improvements pursuant to the terms, conditions and covenants of this Agreement; and

WHEREAS, Hendricks has prepared and submitted a request to the City to enter into this public-private arrangement to provide a mechanism for the construction and ultimate charitable dedication of this pedestrian bridge to the City; and

WHEREAS, the City and Hendricks acknowledge that without the charitable purpose associated with the funding of the cost of such improvement, such bridge would not be constructed and the Public Benefit achieved and as a result recognize that upon the dedication of such bridge under the terms and conditions hereunder, Hendricks shall be providing a charitable benefit and contribution to the City associated with such cost (“Charitable Purpose”); and

WHEREAS, in order to achieve the Charitable Purpose there are certain legal requirements in order to effect the right to have tax treatment consistent with charitable contributions which are intended to be complied with under the terms and conditions of this Agreement.

NOW, THEREFORE, the City and Hendricks, collectively the “Parties”, agree as follows:

1. **PROJECT DESCRIPTION.** Hendricks shall cause to be prepared a comprehensive set of plans and specifications and submit same to the City for review, comment and approval for the construction of a pedestrian bridge with related infrastructure and foundational structural elements at the location depicted on the attached Exhibit B pursuant to preliminary plans prepared by R.H. Batterman & Co., Inc. under date of August 10, 2017 (“Bridge Project”). Hendricks shall obtain any and all necessary municipal or other governmental approval for the construction of the Bridge Project to include any permitting requirements from the Wisconsin Department of Natural Resources or other governing bodies. Prior to initiation of construction, Hendricks shall provide to the City copies of or proof of

obtained necessary permits. Construction commencement shall expressly be conditioned upon obtaining all necessary permits. Construction commencement is anticipated to occur within thirty (30) days following the City's review and approval of the plan design and Hendricks obtaining all permits. Construction will commence promptly and expeditiously. By separate agreement, the City shall grant such easements or other cooperation as is necessary to orderly effect the construction completion; and HCP shall grant such easements as is necessary in order to provide access to the Bridge and pedestrian use by the traveling public. Upon construction completion the City shall have the right to inspect the construction and shall provide written verification to Hendricks of such completion.

2. **GRANT REIMBURSEMENT.** To the extent Hendricks endeavors to obtain any state or other grant that is available for reimbursement of the cost to be incurred by Hendricks in connection with the construction of the Bridge Project, the City agrees to cooperate in all respects thereto including executing such further instruments or agreements attesting to the (i) public purpose served, (ii) anticipated public dedication of the improvements, and (iii) such other factor as is appropriate in order to secure favorable determination of grant eligibility.

3. **CONSTRUCTION COMPLETION AND DONATION.** Upon City confirmation of construction completion of the Bridge Project Hendricks shall offer as detailed below the dedication of the bridge which shall occur on or before May 31, 2018, and which acceptance by the City is conditioned upon the following:

- a. Written confirmation that all contractors have been paid for the work and that satisfactory lien waivers have been obtained.
- b. Certification by a Wisconsin licensed professional engineer that the work has been completed in accordance with the plans and specifications.

- c. Hendricks grants to the City such easements as are necessary in order for the City to have access to the pedestrian bridge for purposes of future repair and maintenance. A copy of the form of such easement is appended hereto and incorporated by this reference as Exhibit C.
- d. Hendricks funds a future maintenance expense escrow with the City in the total amount of Seventy Seven Thousand Five Hundred and 00/100 Dollars (\$77,500.00), to be paid in lump sum or a total of One Hundred Thousand and 00/100 Dollars (\$100,000) to be paid in ten (10) annual installments of Ten Thousand and 00/100 Dollars (\$10,000.00) each, with the lump sum payment or first installment due at the time of dedication. This escrow shall be designed to assist in and as a limited contribution for any future City maintenance responsibility and may be used by the City for such purposes; provided, however, if for any reason the City elects to divert the funds for other purposes, it acknowledges that it will assume full responsibility at the time of dedication of the future maintenance, repair and upkeep of the bridge and its structure.
- e. Hendricks completes an appraisal of the Bridge Project to determine its value at the time of dedication. The cost of such appraisal shall solely be borne by Hendricks. The time to complete the appraisal shall be timed to coincide with a period not more than six (6) weeks prior to the formal dedication and donation of the bridge to the City. The construction completion and dedication of the bridge shall occur no later than May 31, 2018. Prior to the dedication the cost to maintain the bridge shall be borne

solely by Hendricks. At the time of the offer of dedication to the City of the bridge, there shall be a dedication ceremony by which the formal acceptance shall occur. The Parties agree that the bridge shall be named the “Ironworks Bridge.” The placement of a plaque or other monumentation shall be at HCP’s sole expense and shall be reviewed and approved in accordance with the procedures outlined in the City’s Architectural Review Ordinance.

f. Hendricks shall deliver to the City a complete set of as-built plans of the facility.

4. **CITY COOPERATION.** The City agrees to cooperate in all respects in connection with the construction of the Bridge Project and upon approval of the plans and specifications, the City grants an easement of ingress and egress by all commercially reasonable means including for the placement and utilization of construction equipment on City owned property for purposes of the construction process. The easement area is identified on the attached Exhibit C. This temporary construction easement without further action shall terminate at the time of the formal dedication of the pedestrian bridge to the City.

5. **CONDITION PRECEDENT.** Hendricks’ obligation to consummate this Agreement is expressly conditioned upon it obtaining any and all necessary permits. The City’s obligations under this Agreement are expressly conditioned upon obtaining any and all necessary City Council approvals.

6. **RECORDABLE DOCUMENT.** This Agreement shall not be recorded with the Register of Deeds for Rock County, Wisconsin, without the consent of the parties.

7. **REPRESENTATIONS AND WARRANTIES OF HENDRICKS.**

- (a) Hendricks represents and warrants to the City that it is a limited liability company duly organized and existing under the laws of the state of Wisconsin and that it is in good standing with that state.
- (b) Hendricks represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered, or acknowledged by Hendricks at the closing will not violate any provision of Hendricks' Operating Agreement or any applicable local, state, or federal law.

8. **REPRESENTATIONS AND WARRANTIES OF CITY.**

- (a) City represents and warrants to Hendricks that it is a municipal corporation duly organized and existing under the laws of the state of Wisconsin.
- (b) City represents and warrants to Hendricks that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement has been duly approved by the City and is binding upon it in accord with its terms,

9. **AFFIRMATIVE ACTION.** Hendricks has adopted an affirmative action plan to increase in its partners, associates, and employees, members of under-represented groups in all of its departments, job classifications, and salary categories. Hendricks agrees to require its building contractor and subcontractors to adopt an affirmative action plan. This provision is

inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that ordinance.

10. **NONDISCRIMINATION.** Hendricks agrees that it will not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. Hendricks shall require its building contractor and subcontractors to agree not to discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

11. **APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin and the Parties agree that the Circuit Court of Rock County shall have venue for any dispute hereunder.

12. **SEVERABILITY.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties regarding this transaction. All prior negotiations and discussions have been merged into this Agreement.

14. **AMENDMENTS.** No amendment to this Agreement shall be binding upon any party hereto until such amendment is reduced to writing and executed by the Parties.

15. **AUTHORITY.** Each person signing this Agreement represents that he or she is authorized by his or her organization to execute this Agreement on behalf of that organization.

16. **FORCE MAJEURE.** No party shall be responsible to the other parties for any losses if that party's fulfillment of any of the terms of this Agreement is delayed or prevented by civil disorders, wars, strikes, floods, fires, acts of God, or by any other cause not within the control of the party whose performance was interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent, whether or not of the class of causes enumerated above, and the time for performance shall be extended for the period of delay occasioned by any such cause.

17. **ASSIGNMENT.** Neither Hendricks nor the City may assign its interest in this Agreement to a third party without the prior written consent of the other, which may be withheld in such party's sole discretion.

18. **INDEMNIFICATION.** Hendricks, its successors, and assigns shall indemnify, defend and hold the City, its officers, agents, and employees harmless from any liability for any claims, including attorney's fees, arising out of the acts or omissions of Hendricks, its officers, agents, or employees. The City shall indemnify and hold Hendricks harmless from any liability for any claims, including attorney's fees, arising out of the acts or omissions of the City, its officers, agents, and employees.

19. **NO PARTNERSHIP CREATED.** This Agreement does not create any partnership or joint venture between the Parties hereto, or render any party liable for any of the debts or obligations of the other party. No third party beneficiary is created hereby. The City shall have no obligation or liability to any lending institution, architect, contractor, subcontractor, or other party retained by Hendricks to assist Hendricks in the performance of its obligation under the terms and conditions of this Agreement. Hendricks specifically agrees that no

representation shall be made to any third party that Hendricks and the City are partners or joint venturers.

20. **HEADINGS.** The headings set forth in this Agreement are for convenience and reference only and do not define or limit the scope or content of this Agreement or affect any of its provisions.

21. **DEFAULT AND NOTICE OF DEFAULT.** Any party seeking to enforce its rights hereunder may do so only after giving advance written notice to the other party reasonably identifying the alleged breach and giving the breaching party 30 days in which to cure the alleged breach. If the alleged breach cannot be remedied within 30 days, then the party required to remedy shall undertake to commence within such 30 day period and shall diligently pursue the cure until completion. In the event that any party institutes an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover all costs, including reasonable attorney's and professional fees which may have been incurred in bringing such action. Each of the parties to this Agreement expressly waive and disclaim any right to recover indirect or other consequential damages arising out of the breach by another party to this Agreement. In the event of a material breach by either party, the nonbreaching party retains as an available remedy, the remedy of rescission of this Agreement. The exercise of the remedy of rescission shall not cause the return of any monies previously paid by the City to Hendricks hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Bridge Construction Agreement this ____ day of _____, 2017.

HCP:
HENDRICKS COMMERCIAL PROPERTIES, LLC,
a Wisconsin limited liability company

By: _____
Diane M. Hendricks, Manager and
Chairperson of the Board

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
ROCK COUNTY)

Personally came before me this ____ day of _____, 2017, the above named Diane M. Hendricks, Manager and Chairperson of the Board of Hendricks Commercial Properties, LLC, to me known to be said Manager and Chairperson of the Board and acknowledged that she executed the foregoing instrument as such Manager and Chairperson of the Board as the deed of said company, by its authority.

Notary Public, State of Wisconsin
My Commission Expires: _____

EXHIBIT LIST for Bridge Construction Agreement

<i>Exhibit Letter</i>	<i>Description</i>
A	SITE DEVELOPMENT PROPERTY LEGAL DESCRIPTION
B	PRELIMINARY PLANS
C	ACCESS EASEMENT AGREEMENT– REPAIR/MAINTENANCE/PEDESTRIAN TRAVEL

EXHIBIT A

SITE DEVELOPMENT PROPERTY LEGAL DESCRIPTION

Being Lot 1 of Certified Survey Map Document No. 2065929, recorded in Volume 37 on Pages 445-452 of Certified Survey Maps, being part of Government Lots 2 and 3 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin.

EXHIBIT B
PRELIMINARY PLANS

(See Attached)

EXHIBIT C

**ACCESS EASEMENT AGREEMENT –
REPAIR/MAINTENANCE/PEDESTRIAN TRAVEL**

(See Attached)

**ACCESS
EASEMENT
AGREEMENT**

Document Number

Document Title

This Access Easement Agreement (this “**Agreement**”) is made as of this ___ day of _____, 2017 by and between HENDRICKS COMMERCIAL PROPERTIES, LLC, a Wisconsin limited liability company (“**HCP**”), HCP acting through its wholly owned subsidiary GERONIMO HOSPITALITY GROUP, LLC (“**Geronimo**”), and the CITY OF BELOIT, a Wisconsin municipal corporation with a principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (the “**City**”).

WHEREAS, HCP is the owner of a site commonly referred to as Ironworks Project and is more particularly described on Exhibit A.1 (“**HCP Site**”) attached hereto and incorporated by reference and Geronimo is the owner of a site on the opposite side of the Rock River on which it operates a Hotel identified as Exhibit A.2 (“**Geronimo Site**”) (each a “**Site**”); and

WHEREAS, each of the Site(s) are located near one of the key downtown blocks of the City and have connectivity with the City’s bicycle and pedestrian paths; and

WHEREAS, the City is desirous of facilitating the construction of a pedestrian bridge for the public benefit in order to provide connectivity to the City’s bicycle and pedestrian paths which connectivity would connect the Ironworks Project to the City’s bicycle and pedestrian paths (“**Public Benefit**”); and

WHEREAS, the rights granted hereunder to HCP are necessary in order to facilitate HCP’s construction where one of the bridge entrance/terminus points is located on City property which City property is identified on the attached Exhibit B (“**City Easement Area**”); and

WHEREAS, the City is desirous of facilitating the bridge construction with the goal of providing a mechanism for HCP to ultimately offer for dedication by donation the bridge as constructed and owned by HCP to the City, for the Public Benefit; and

WHEREAS, in furtherance of such goals and objective the City and HCP are each willing to grant such easements as are necessary for purposes of undertaking the construction and ultimate public use of the bridge including locating on the City and/or HCP property of some of the structural components of the bridge (each as identified as “**City Easement Area**”, “**HCP Easement Area**”, or “**Geronimo Easement Area**” or collectively as “**Easement Areas**”);

Recording Area

Name and Return Address

Hendricks Commercial Properties, LLC
525 Third Avenue, Suite 300
Beloit, WI 53511
Attn: Lori Goff

Parcel Identification Number (PIN)

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and the terms, conditions, covenants and mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PRE-DEDICATION EASEMENTS.

- a) **Temporary Limited Easement for Ingress and Egress and Bridge Construction.** The City does hereby grant, convey and warrant to HCP and its respective tenants, agents, contractors, licensees, lessees, guests, invitees, grantees, employees, representatives, successors (including, without limitation, any and all successors to HCP or to the HCP Site) and assigns (the “The HCP Parties”), an exclusive, temporary right and easement (which easement shall be appurtenant to the HCP Site) upon, over, through, across and along that portion of the City’s property described in Exhibit C.1 (“City Easement Area”) which is attached to this Agreement and is incorporated into this Agreement by this reference, for the purpose of the performance of certain construction work relating to the initial construction, maintenance and repair of a pedestrian bridge and HCP Parties’ use for access, ingress and egress at any and all times to, from and between the HCP Site and to and from any and all streets, roadways, paths, driveways and highways located at any time adjacent to the City Easement Area for the purposes herein described. Each and all of the rights, privileges and easements conferred upon the HCP Parties pursuant to this Agreement (including, without limitation, the right to gain access to, through and over the City Easement Area) may be exercised by the HCP Parties from time to time and at any time without any notice (prior or subsequent) to the City. The Temporary Limited Easement shall terminate and be of no further force and effect on May 31, 2018 or at the time of the formal dedication of the pedestrian bridge to the City in accord with Paragraph 3 of the Bridge Construction Agreement, whichever occurs first.
- b) **Temporary Limited Easement for Bridge Siting.** City hereby grants to HCP and HCP hereby accepts from City a nonexclusive, temporary right and easement (which easement shall be appurtenant to the HCP Site) upon the City’s property described in Exhibit D.1 (also “City Easement Area”), which is attached to this Agreement and is incorporated into this Agreement by this reference, for the purpose of the construction, installation, maintenance, repair, and operation of a pedestrian bridge on City Property. The Temporary Limited Easement shall terminate and be of no further force and effect on May 31, 2018 or at the time of the formal dedication of the pedestrian bridge to the City in accord with Paragraph 3 of the Bridge Construction Agreement, whichever occurs first.
- c) **Temporary Limited Easement for Ingress and Egress and Bridge Construction.** Geronimo does hereby grant, convey and warrant to HCP and its respective tenants, agents, contractors, licensees, lessees, guests, invitees, grantees, employees, representatives, successors (including, without limitation, any and all successors to HCP or to the HCP Site) and assigns (the “The HCP Parties”), an exclusive,

temporary right and easement (which easement shall be appurtenant to the HCP Site) upon, over, through, across and along that portion of Geronimo's property described in Exhibit C.2 ("Geronimo Easement Area") which is attached to this Agreement and is incorporated into this Agreement by this reference, for the purpose of the performance of certain construction work relating to the initial construction, maintenance and repair of a pedestrian bridge and HCP Parties' use for access, ingress and egress at any and all times to, from and between the Geronimo Site and to and from any and all streets, roadways, paths, driveways and highways located at any time adjacent to the Geronimo Easement Area for the purposes herein described. Each and all of the rights, privileges and easements conferred upon the HCP Parties pursuant to this Agreement (including, without limitation, the right to gain access to, through and over the Geronimo Easement Area) may be exercised by the HCP Parties from time to time and at any time without any notice (prior or subsequent) to Geronimo. The Temporary Limited Easement shall terminate and be of no further force and effect at the time of the formal dedication of the pedestrian bridge to the City in accord with Paragraph 3 of the Bridge Construction Agreement

- d) **Maintenance Of The City Easement Areas By HCP.** Unless and until the termination of the Temporary Limited Easements or dedication of the pedestrian bridge to the City, HCP shall be responsible for maintaining or repairing any portion of the City Easement Areas described in Exhibits C.1 and D.1 including the initial construction of the bridge. At all times prior to dedication, HCP shall keep and maintain the City Easement Areas described in Exhibits C.1 and D.1 and any portion of the bridge located in the City Easement Areas described in Exhibits C.1 and D.1 in good condition and repair and otherwise in manner consistent with the use and occupancy thereof by the HCP Parties for the purposes specified herein. If for any reason HCP fails to maintain the bridge or any portion of the City Easement Areas described in Exhibits C.1 and D.1, the City shall have the right to provide written notice to HCP with the directive to take prompt remedial action to repair and/or maintain any deficiency. If HCP fails to undertake such work or diligently complete such work which in any event shall be completed not later than ninety (90) days following the time of request, then the City shall be free to undertake such work and diligently pursue in a reasonable manner and bill for the full cost thereof to HCP.
- e) **Restoration.** In the event any Temporary Limited Easement area is disturbed by the HCP Parties' exercise of any of its easement rights under this Agreement, such area shall be restored by HCP to the condition in which it existed at the commencement of such activities.

2. POST-DEDICATION EASEMENTS.

- a) **Permanent Limited Easement for Access, Ingress/Egress to the Bridge including Pedestrian and Bicycle Access to Bridge.** HCP does, effective on dedication of the Bridge, grant, convey and warrant to the City and its respective tenants, agents,

contractors, licensees, lessees, guests, invitees, grantees, employees, representatives, successors, assigns and its deemed invitees including the traveling public, the non-exclusive, perpetual right and easement upon, over, through, across and along the HCP property identified on the attached Exhibit D.3 (“HCP Easement Area”) which is attached to this Agreement and is incorporated into this Agreement by this reference, for the purpose of access, ingress, egress, and use of a pedestrian bridge at any and all times to, from and between the HCP Easement Area to the bridge and all paths and greenspace located in the HCP Easement Area for purposes of bicycle and pedestrian travel and access to the bridge. The rights granted under this provision from HCP to the City shall expressly be conditioned upon and shall be deemed effective on and after the acceptance by dedication of the Bridge. Upon dedication of the bridge and acceptance by the City, each of the rights, privileges and easements conferred under this provision may be exercised by the City and the traveling public from time to time without any further notice or action by the City or HCP. In the event the HCP Easement Area is disturbed by City’s exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities.

- b) **Permanent Limited Easement to Allow Public Structure on Private Property.** HCP does, effective on dedication of the Bridge, grant, convey and warrant to the City and its respective tenants, agents, contractors, licensees, lessees, guests, invitees, grantees, employees, representatives, successors and assigns, the non-exclusive, perpetual right and easement upon HCP’s property described in Exhibit D.2 (also “HCP Easement Area”), which is attached to this Agreement and is incorporated into this Agreement by this reference, for the purpose of access, ingress, egress, construction, installation, maintenance, repair, inspection and operation of a pedestrian bridge and construction of a pedestrian bridge on HCP’s property. The rights granted under this provision from HCP to the City shall expressly be conditioned upon and shall be deemed effective on and after the acceptance by dedication of the Bridge. In the event the HCP Easement Area is disturbed by City’s exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities.
- c) **Permanent Limited Easement for Access, Ingress and Egress for Bridge Maintenance.** HCP does, effective on dedication of the Bridge, grant, convey and warrant to the City and its respective tenants, agents, contractors, licensees, lessees, guests, invitees, grantees, employees, representatives, successors, assigns and its deemed invitees a nonexclusive, perpetual right and easement over, through, across and along that portion of the HCP’s property described in Exhibit E.2 (also “HCP Easement Area”) which is attached to this Agreement and is incorporated into this Agreement by this reference, for the purpose of access, ingress, egress, construction, installation, maintenance, repair, inspection and operation of a pedestrian bridge on HCP and City Property, at any and all times to and from any and all streets, roadways, paths, driveways and highways located at any time adjacent to the HCP Easement Area identified on Exhibit E.2 for the purposes herein described. Each and

all of the rights, privileges and easements conferred upon the City pursuant to this Agreement (including, without limitation, the right to gain access to, through and over the HCP Easement Area) may be exercised by the City from time to time and at any time without any notice (prior or subsequent) to HCP. In the event the HCP Easement Area is disturbed by City's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities.

- d) **Permanent Limited Easement for Access, Ingress and Egress for Bridge Maintenance.** Geronimo does, effective on dedication of the Bridge, grant, convey and warrant to the City and its respective tenants, agents, contractors, licensees, lessees, guests, invitees, grantees, employees, representatives, successors, assigns and its deemed invitees a nonexclusive, perpetual right and easement over, through, across and along that portion of Geronimo's property described in Exhibit E.1 ("Geronimo Easement Area") which is attached to this Agreement and is incorporated into this Agreement by this reference, for the purpose of access, ingress, egress, construction, installation, maintenance, repair, inspection and operation of a pedestrian bridge on HCP and City Property, at any and all times to and from any and all streets, roadways, paths, driveways and highways located at any time adjacent to the Geronimo Easement Area for the purposes herein described. Each and all of the rights, privileges and easements conferred upon the City pursuant to this Agreement (including, without limitation, the right to gain access to, through and over the Geronimo Easement Area) may be exercised by the City from time to time and at any time without any notice (prior or subsequent) to Geronimo. In the event the Geronimo Easement Area is disturbed by City's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities

3. MAINTENANCE OF THE BRIDGE AND HCP EASEMENT AREA BY THE CITY. Upon dedication of the bridge, the City shall be solely responsible for maintaining and repairing all or any portion of the bridge improvements including any required restoration caused by such activity in the HCP and Geronimo Easement Areas, identified in Exhibit C.2 and D.2.
4. USE OF CITY EASEMENT AREAS BY HCP. Prior to any dedication of the bridge improvements, HCP shall have the sole right to control the manner in which the bridge as constructed is used. Such limitation shall include the right to barricade the bridge until such time as it determines it is appropriate to dedicate and/or allow future use to the HCP Parties. At no time shall any public rights or third party beneficiary rights be conferred by virtue of this bridge construction unless, and until HCP determines to grant such use rights, at its sole discretion, or until such time as the bridge as constructed is ultimately donated to the City and provided further that the City accepts such dedication as a charitable donation. The City shall not, prior to the dedication and acceptance of the pedestrian bridge, use or occupy the HCP or Geronimo Easement Areas nor grant or confer upon any other person or entity any right to use or occupy the HCP or Geronimo Easement Areas including the bridge for any

purpose without the prior written consent of HCP. The right to control and use of City Easement Area outlined in this paragraph shall expire at the time that the temporary limited easement terminates or the dedication and acceptance of the pedestrian bridge, whichever occurs first.

5. NO PUBLIC RIGHTS; NO THIRD PARTY BENEFICIARIES. Prior to any dedication of the Bridge improvements, nothing contained in this Agreement shall or shall be deemed to constitute a gift or dedication of any portion of either parcel subject to the Easement Areas to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of HCP and the City that the Easement Areas shall be strictly limited to and for the purposes expressed herein. HCP and the City agree and acknowledge that, except as expressly set forth herein or unless there is a dedication and acceptance of the Bridge, there are no intended third party beneficiaries of this Agreement nor any of the rights and privileges conferred herein.

6. INDEMNITY. HCP shall defend, indemnify and save harmless the City, its respective tenants, officers, agents, members and employees, and any mortgagee of the Site and the Easement Areas, respectively, against liens arising out of the use of such indemnifying party, its respective tenants, officers, agents, members and employees, or for liability or claim thereof for injury to persons, including death, or damage to property (i) arising out of any maintenance on, construction in or negligent or intentional actions in the Easement Areas, performed by such indemnifying party its respective employees, licensees or contractors and its agents or employees or (ii) arising out of any defaults by such indemnifying party hereunder.

The City shall defend, indemnify and save harmless HCP, its respective tenants, officers, agents, members and employees, and any mortgagee of the Site and the Easement Areas, respectively, against liens arising out of the use of such indemnifying party, its respective tenants, officers, agents, members and employees, or for liability or claim thereof for injury to persons, including death, or damage to property (i) arising out of any maintenance on, construction in or negligent or intentional actions in the Easement Areas, performed by such indemnifying party its respective employees, licensees or contractors and its agents or employees or (ii) arising out of any defaults by such indemnifying party hereunder.

7. NOTICES. Notices in demand required or permitted to be given hereunder shall be given by certified mail return receipt requested, or by a national overnight express service such as Federal Express, addressed to the parties at their respective addresses as follows:

If to HCP:

Hendricks Commercial Properties, LLC
525 Third Street, Suite 300
Beloit, WI 53511
Attn: Rob Gerbitz

If to the City:

City of Beloit
100 State Street
Beloit, WI 53511
Attn: City Manager

or at such other address as specified in writing by such party. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

8. INSURANCE. Prior to dedication of the Bridge, HCP shall maintain or cause to be maintained commercial general liability insurance containing coverage for injuries to persons and damage to property on the Easement Area in the amount of at least \$1,000,000 for injuries arising from a single occurrence and \$1,000,000 for damage to property. Such insurance shall name the City as an additional insured. The cost of such insurance shall be borne by HCP exclusively. Notwithstanding the foregoing, the insurance required to be maintained pursuant to this Section may be maintained via a program of self-insurance so long as the party required to insure (or its parent) has a net worth of at least \$100,000,000.
9. COSTS. Upon the occurrence of any breach or default under this Easement by any of the parties, the defaulting party shall be liable for and shall reimburse the non-defaulting party(s) upon demand for all reasonable attorney's fees and costs incurred by non-defaulting party(s) in enforcing the defaulting party's obligations under this Easement, whether or not the non-defaulting party files legal proceedings in connection therewith.
10. NO STRICT CONSTRUCTION. The rule of strict construction does not apply to the grant of easements contained herein. The grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to the City and HCP with respect to such easement shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.
11. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signature of the parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.
12. CAPTIONS. The section headings appearing in this Agreement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.

13. NO PARTNERSHIP. None of the terms and provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this Agreement cause them to be considered joint venturers or members of any joint enterprise.
14. NO CANCELLATION UPON BREACH. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement.
15. FURTHER ASSURANCES. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.
16. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.
17. RECORDING. This Agreement shall be recorded in the records of Rock County, Wisconsin.
18. GOVERNING LAWS. The internal laws of the State of Wisconsin shall apply to this Agreement without giving effect to the choice of law provisions of such State.
19. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
20. NO WAIVER. No waiver of breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.
21. MODIFICATION. This Agreement, or any covenant, restriction or undertaking contained herein, may be terminated, extended or amended as to any portion of any of the properties subject hereto only by the recording of the appropriate documents in the records of Rock County, Wisconsin, which documents must be executed by all of the owners, mortgagees and other holders of recorded interest in any of the properties affected thereby as of the date of such documents.
22. COVENANTS RUNNING WITH THE LAND. The terms, conditions, rights and easements contained herein shall be covenants running with the land and shall be perpetual. This Agreement shall be recorded against the Site and the Easement Areas, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the

parties hereto and their respective successors and assigns (including, without limitation, the successors in title to the Site, the City and the successors in title to the Easement Areas). The rights of use described in Paragraph 1 and 3 hereof shall extend to the HCP Parties. The obligations imposed by this Agreement shall apply only to the then current owners of the Site. The Easement granted shall not operate to convey to HCP or to the City any of the other party's fee interest in any parcels or any part thereof.

23. ESTOPPEL. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within ten (10) days of demand therefor, a written statement which shall confirm that there is no default under this Agreement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

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SEPARATE SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Access Easement Agreement this ____ day of _____, 2017.

HCP:
HENDRICKS COMMERCIAL PROPERTIES, LLC,
a Wisconsin limited liability company

By: _____
Diane M. Hendricks, Manager and
Chairperson of the Board

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
ROCK COUNTY)

Personally came before me this ____ day of _____, 2017, the above named Diane M. Hendricks, Manager and Chairperson of the Board of Hendricks Commercial Properties, LLC, to me known to be said Manager and Chairperson of the Board and acknowledged that she executed the foregoing instrument as such Manager and Chairperson of the Board as the deed of said company, by its authority.

Notary Public, State of Wisconsin
My Commission Expires: _____

GERONIMO:

GERONIMO HOSPITALITY GROUP, LLC,
a Wisconsin limited liability company

By: Hendricks Commercial Properties, LLC, its sole member

By: _____
Diane M. Hendricks, Manager and
Chairperson of the Board

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
ROCK COUNTY)

Personally came before me this ____ day of _____, 2017, the above named Diane M. Hendricks, Manager and Chairperson of the Board of Hendricks Commercial Properties, LLC, sole member of Geronimo Hospitality Group, LLC, to me known to be said Manager and Chairperson of the Board and acknowledged that she executed the foregoing instrument as such Manager and Chairperson of the Board as the deed of said company, by its authority.

Notary Public, State of Wisconsin
My Commission Expires: _____

THE CITY:
City of Beloit
a Wisconsin municipal corporation

By: _____
Lori S. Curtis Luther, City Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
ROCK COUNTY)

Personally came before me this _____ day of _____, 2017 the above named Lori S. Curtis Luther, the City Manager of the City of Beloit, a Wisconsin municipal corporation, to me known to be such City Manager and acknowledged that she executed the foregoing instrument as the deed of said corporation, by its authority.

Elizabeth A. Krueger
Notary Public, Rock County, Wisconsin
My Commission is permanent

EXHIBIT LIST

for Access Easement Agreement

Exhibit Letter	Description
A.1	HCP Site
A.2	Geronimo Site
B	City Easement Area
C.1	Temporary Limited Easement for Ingress and Egress and Bridge Construction
C.2	Temporary Limited Easement for Ingress & Egress and Bridge Construction
D.1	Temporary Limited Easement to Allow for a Private Structure on Public Property Until Dedication
D.2	Permanent Limited Easement to Allow for a Public Structure on Private Property Upon Dedication to the Public
D.3	Permanent Limited Easement for Pedestrian & Bicycle Access to Bridge
E.1	Permanent Limited Easement for City Access to Bridge for Maintenance Upon Dedication to the Public
E.2	Permanent Limited Easement for City Access to Bridge for Maintenance Upon Dedication to the Public

EXHIBIT A.1

HCP Site

Being Lot 1 of Certified Survey Map Document No. 2065929, recorded in Volume 37 on Pages 445-452 of Certified Survey Maps, being part of Government Lots 2 and 3 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin.

EXHIBIT A.2

Geronimo Site

Being Lot 2 of Certified Survey Map Document No. 1441971, recorded in Volume 23 on Pages 1-3 of Certified Survey Maps, being part of Government Lot 6 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin.

EXHIBIT B

City Easement Area

Legal Description - Parcel A

Being a part of Out-Lot 1 of Certified Survey Map Document No. 1441971, recorded in Volume 23 on Pages 1-3 of Certified Survey Maps, and part of Out-Lot 2 of Certified Survey Map Document No. 1509683, recorded in Volume 24 on Pages 304-306 of Certified Survey Maps, being all a part of Government Lot 6 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin, more particularly described as follows: Beginning at the most Easterly corner of said Out-Lot 1 of Certified Survey map Document No. 1441971; thence South $36^{\circ}48'05''$ West, 117.92 feet; thence North $55^{\circ}00'15''$ West, 41 feet, more or less to the Easterly edge of the waters of the Rock River; thence Northeasterly, 326 feet, more or less, along said waters edge; thence South $55^{\circ}00'15''$ East, 73 feet, more or less to the Easterly line of said Out-Lot 2 Certified Survey Map Document No. 1509683; thence South $36^{\circ}47'21''$ West, 182.23 feet to the point of beginning.

Legal Description - Parcel B

Being a part of Lot 3 of Certified Survey Map Document No. 1441971, recorded in Volume 23 on Pages 1-3 of Certified Survey Maps, being a part of Government Lot 6 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin, more particularly described as follows: Commencing at the Southwest corner of said Lot 3 of said Certified Survey Map Document No. 1441971; thence North $23^{\circ}36'55''$ East, 31.97 feet along the Northwesterly line of said Lot 3 to the point of beginning; thence continue, North $23^{\circ}36'55''$ East, 24.02 feet; thence South $68^{\circ}24'51''$ East, 125.02 feet to the Westerly right-of-way line of Pleasant Street; thence along said right-of-way line South $23^{\circ}36'55''$ West, 24.02 feet; thence North $68^{\circ}24'51''$ West, 125.02 feet to the point of beginning.

EXHIBIT B

City Easement Area

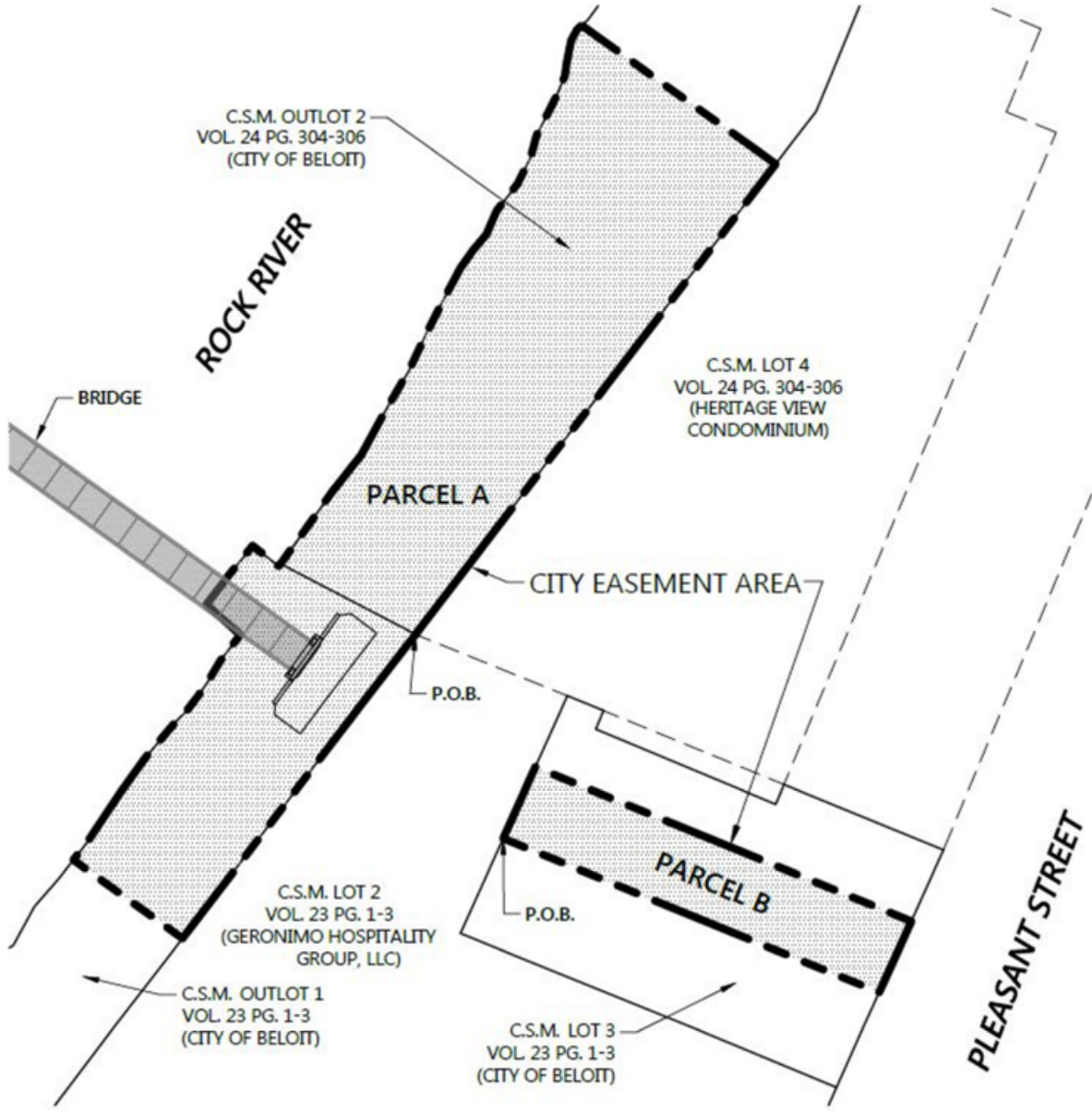


EXHIBIT C.1

Temporary Limited Easement for Ingress & Egress and Bridge Construction

Legal Description - Parcel A

Being a part of Out-Lot 1 of Certified Survey Map Document No. 1441971, recorded in Volume 23 on Pages 1-3 of Certified Survey Maps, and part of Out-Lot 2 of Certified Survey Map Document No. 1509683, recorded in Volume 24 on Pages 304-306 of Certified Survey Maps, being all a part of Government Lot 6 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin, more particularly described as follows:
Beginning at the most Easterly corner of said Out-Lot 1 of Certified Survey map Document No. 1441971; thence South 36°48'05" West, 117.92 feet; thence North 55°00'15" West, 41 feet, more or less to the Easterly edge of the waters of the Rock River; thence Northeasterly, 326 feet, more or less, along said waters edge; thence South 55°00'15" East, 73 feet, more or less to the Easterly line of said Out-Lot 2 Certified Survey Map Document No. 1509683; thence South 36°47'21" West, 182.23 feet to the point of beginning.

Legal Description - Parcel B

Being a part of Lot 3 of Certified Survey Map Document No. 1441971, recorded in Volume 23 on Pages 1-3 of Certified Survey Maps, being a part of Government Lot 6 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin, more particularly described as follows:
Commencing at the Southwest corner of said Lot 3 of said Certified Survey Map Document No. 1441971; thence North 23°36'55" East, 31.97 feet along the Northwesterly line of said Lot 3 to the point of beginning; thence continue, North 23°36'55" East, 24.02 feet; thence South 68°24'51" East, 125.02 feet to the Westerly right-of-way line of Pleasant Street; thence along said right-of-way line South 23°36'55" West, 24.02 feet; thence North 68°24'51" West, 125.02 feet to the point of beginning.

EXHIBIT C.1

Temporary Limited Easement for Ingress & Egress and Bridge Construction

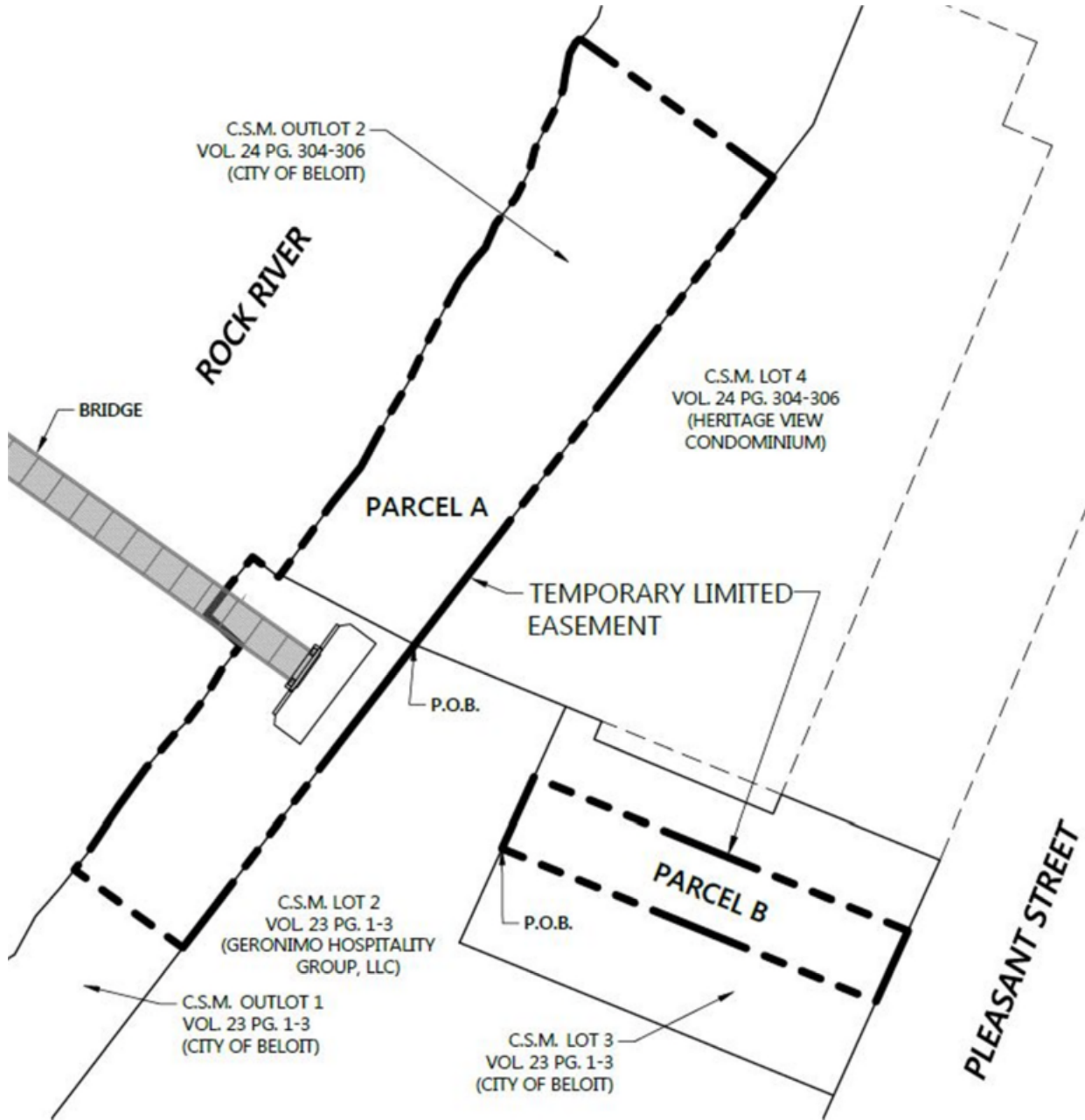
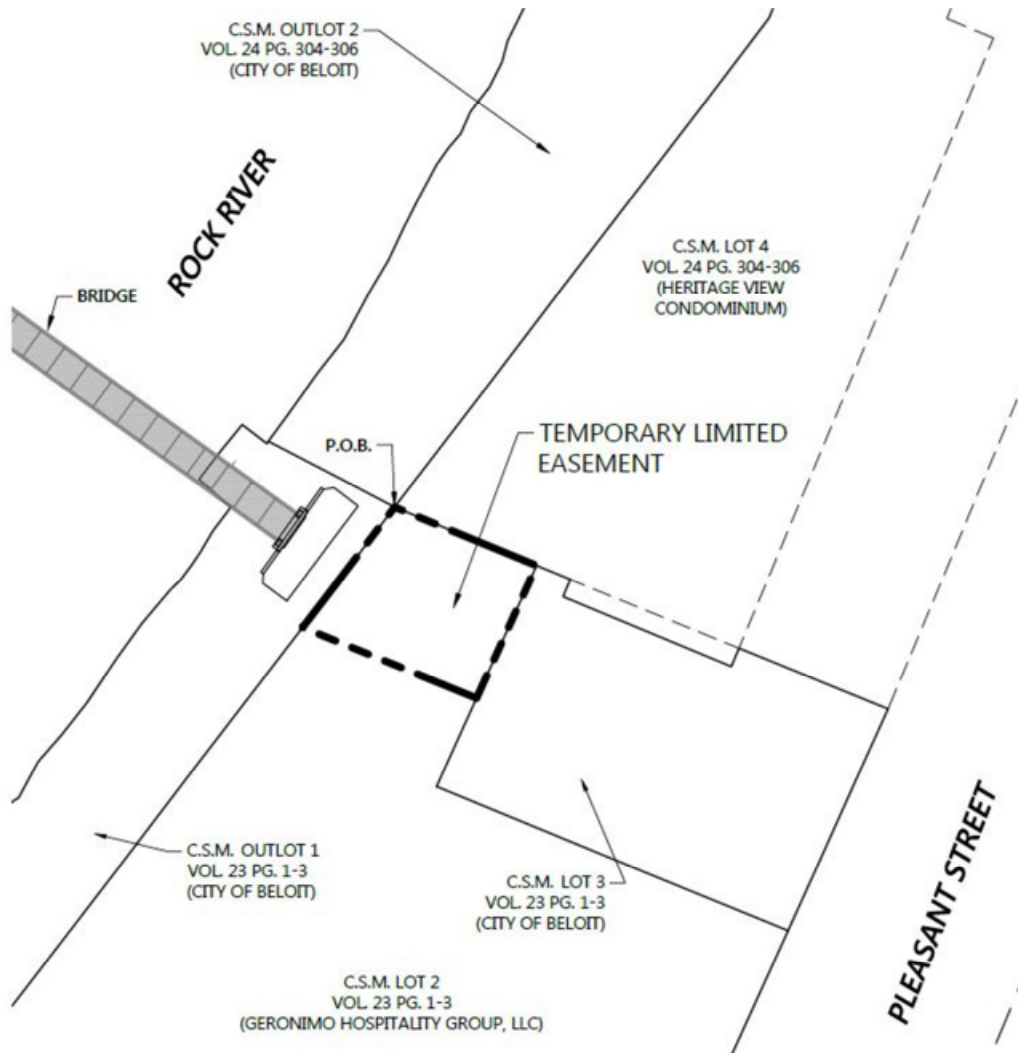


EXHIBIT C.2

Temporary Limited Easement for Ingress & Egress and Bridge Construction



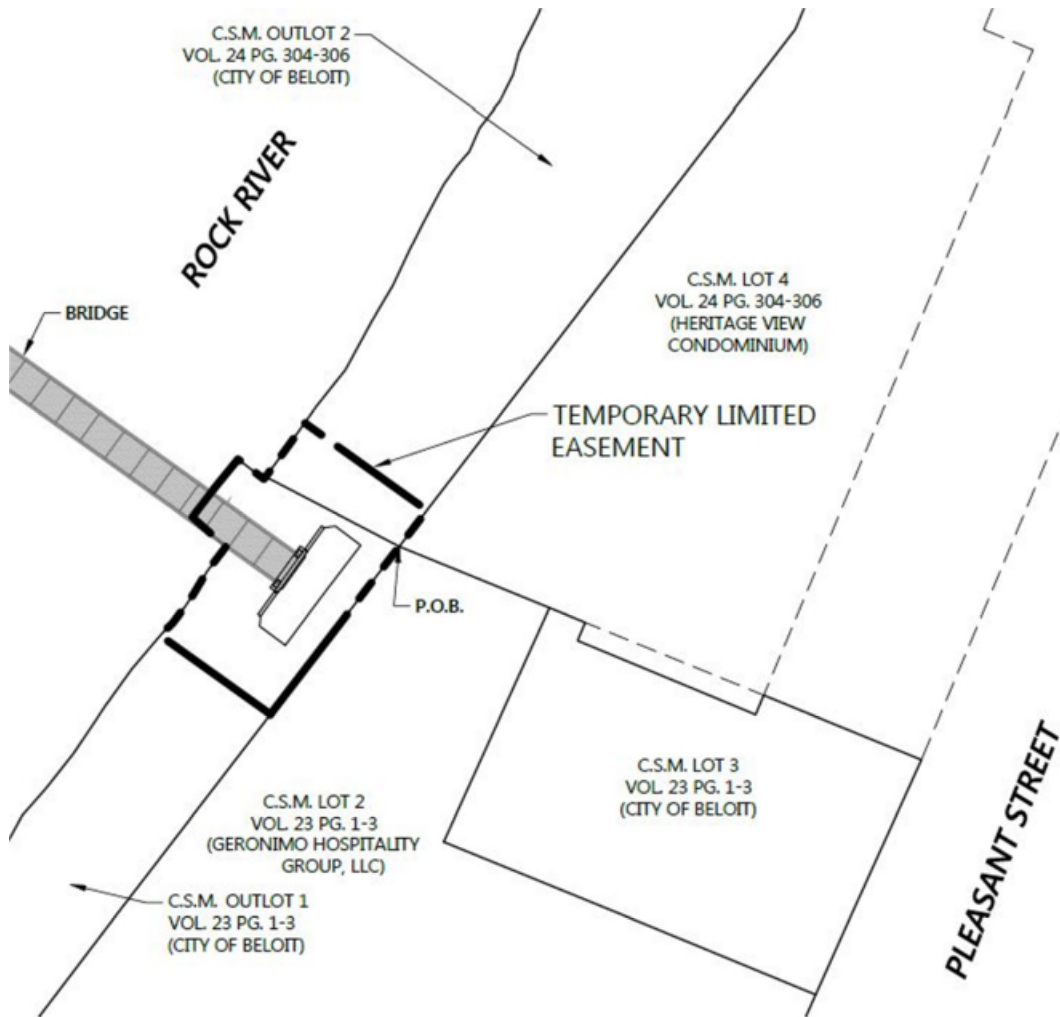
Legal Description

Being a part of Lot 2 of Certified Survey Map Document No. 1441971, recorded in Volume 23 on Pages 1-3 of Certified Survey Maps, being part of Government Lot 6 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin, more particularly described as follows:

Beginning at the most Northerly corner of said Lot 2 of Certified Survey Map Document No. 1441971; thence South $68^{\circ}24'51''$ East, 50.48 feet along the Northeasterly line of said Lot 2 to the most Northerly corner of Lot 3 of said Certified Survey Map Document No. 1441971; thence along the Northwesterly line of said Lot 3 South $23^{\circ}36'55''$ West, 48.03 feet; thence North $68^{\circ}24'51''$ West, 61.84 feet to the Northwesterly line of said Lot 2; thence North $36^{\circ}48'05''$ East, 49.74 feet to the point of beginning.

EXHIBIT D.1

Temporary Limited Easement to Allow for a Private Structure on Public Property Until Dedication

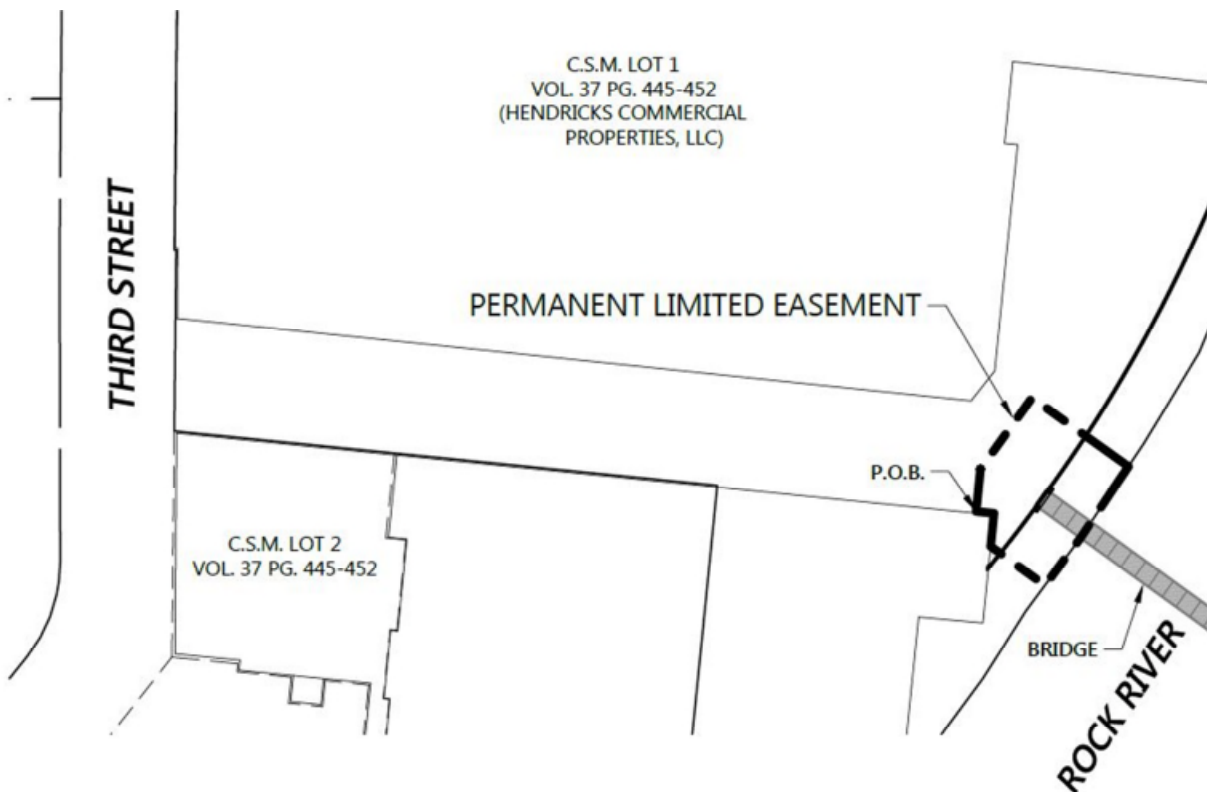


Legal Description

Being a part of Out-Lot 1 of Certified Survey Map Document No. 1441971, recorded in Volume 23 on Pages 1-3 of Certified Survey Maps, and part of Out-Lot 2 of Certified Survey Map Document No. 1509683, recorded in Volume 24 on Pages 304-306 of Certified Survey Maps, being all a part of Government Lot 6 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin, more particularly described as follows: Beginning at the most Easterly corner of said Out-Lot 1 of Certified Survey map Document No. 1441971; thence South 36°48'05" West, 65.90 feet; thence North 55°00'15" West, 42 feet, more or less to the Easterly edge of the waters of the Rock River; thence Northeasterly, 130 feet, more or less, along said said waters edge; thence South 55°00'15" East, 47 feet, more or less to the Easterly line of said Out-Lot 2 of said Certified Survey Map Document No. 1509683; thence South 36°47'21" West, 14.14 feet to the point of beginning.

EXHIBIT D.2

Permanent Limited Easement to Allow for a Public Structure on Private Property Upon Dedication to the Public



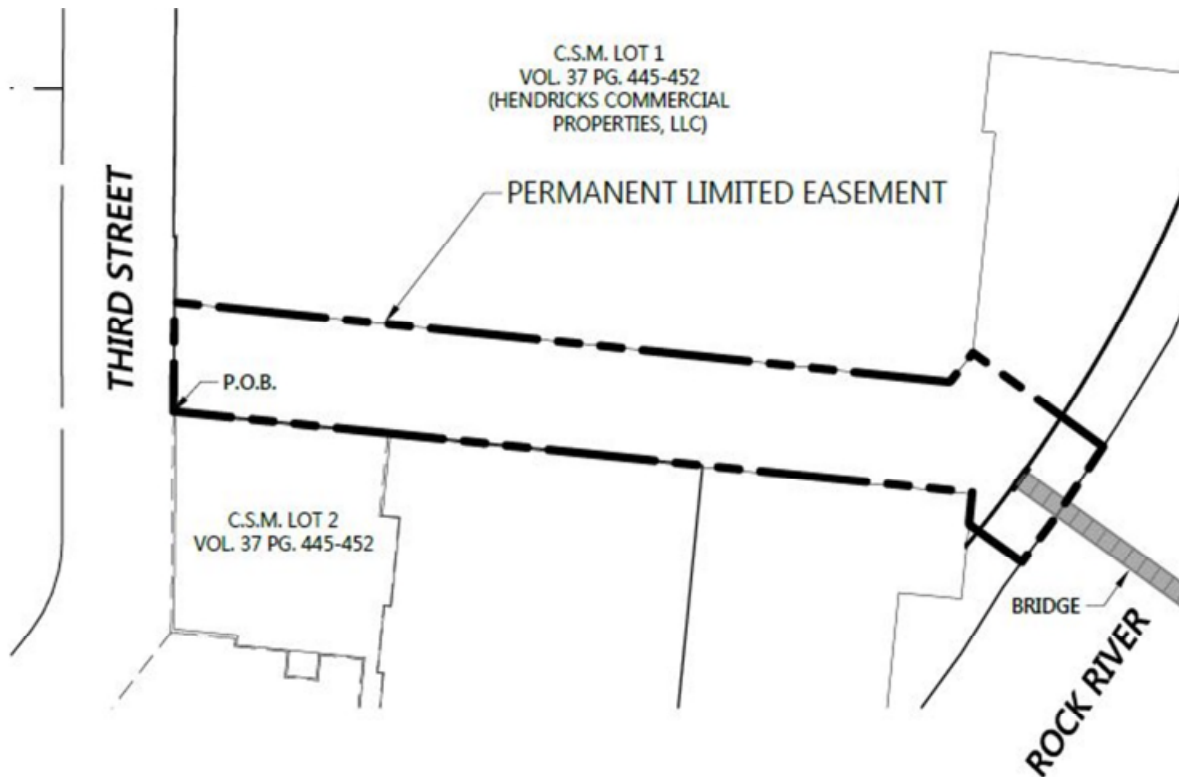
Legal Description

Being a part of Lot 1 of Certified Survey Map Document No. 2065929, recorded in Volume 37 on Pages 445-452 of Certified Survey Maps, being a part of Government Lots 2 and 3 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of Lot 2 of said Certified Survey Map Document No. 2065929; thence South $84^{\circ}14'42''$ East, 450.97 feet along the Northerly lines of Lots 2 and 3 of said Certified Survey Map Document No. 2065929 extended Easterly to the point of beginning; thence North $5^{\circ}45'18''$ East, 24.00 feet; thence North $35^{\circ}39'35''$ East, 49.42 feet; thence South $54^{\circ}20'25''$ East, 66 feet, more or less, to the Westerly edge of the waters of the Rock River; thence Southwesterly along said waters edge, 81 feet, more or less; thence North $54^{\circ}20'25''$ West, 37 feet, more or less to the Easterly face of a building; thence North $5^{\circ}47'55''$ East, 18.45 feet along the building face to a point 1.00 feet Northerly of the building corner; thence North $84^{\circ}14'42''$ West, 10.00 feet to the point of beginning.

EXHIBIT D.3

Permanent Limited Easement for Pedestrian & Bicycle Access to Bridge



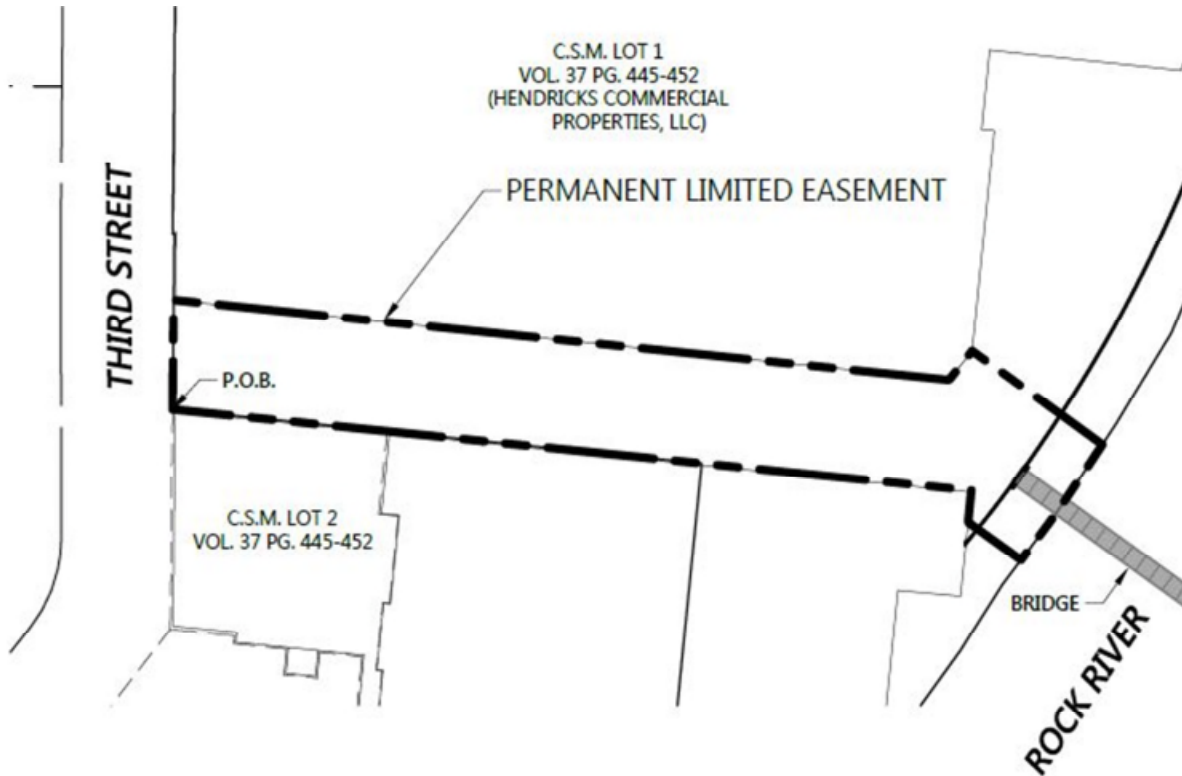
Legal Description

Being a part of Lot 1 of Certified Survey Map Document No. 2065929, recorded in Volume 37 on Pages 445-452 of Certified Survey Maps, being a part of Government Lots 2 and 3 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin, more particularly described as follows:

Beginning at the Northwest corner of Lot 2 of said Certified Survey Map Document No. 2065929; thence along the Easterly right-of-way line of Third Street, North $0^{\circ}36'34''$ East, 63.11 feet, more or less, to the intersection of the Westerly extension of the Southerly face of a building; thence South $84^{\circ}05'41''$ East, 447.49 feet, more or less, along the building face to a building corner; thence North $38^{\circ}35'52''$ East, 21.34 feet, more or less, to a building corner; thence South $54^{\circ}20'25''$ East, 92 feet, more or less, to the Westerly edge of the waters of the Rock River; thence Southwesterly along said waters edge, 81 feet, more or less; thence North $54^{\circ}20'25''$ West, 37 feet, more or less to the Easterly face of a building; thence North $5^{\circ}47'55''$ East, 18.45 feet along the building face to a point 1.00 feet Northerly of the building corner; thence North $84^{\circ}14'42''$ West, 460.97 feet to the point of beginning.

EXHIBIT E.2

Permanent Limited Easement for City Access to Bridge for Maintenance Upon Dedication to the Public



Legal Description

Being a part of Lot 1 of Certified Survey Map Document No. 2065929, recorded in Volume 37 on Pages 445-452 of Certified Survey Maps, being a part of Government Lots 2 and 3 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin, more particularly described as follows:

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REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: August 23, 2017

Agenda Item: 5

File Number: RPB-2017-04

Applicant: Wisconsin Power and Light Company

Owner: City of Beloit

Location: 2301 Skyline Drive

Request Overview/Background Information:

Wisconsin Power and Light Company has submitted the attached petition requesting an underground electric easement over a portion of Telfer Park located at 2301 Skyline Drive as shown on the attached exhibit B. A copy of the proposed Utility Easement Agreement is attached to this report.

Key Issues:

- The applicant is requesting a 12 foot wide underground electric easement over a portion of Telfer Park to relay/reroute existing power feed cables.
- The purpose of this request is to update the cables and provided a more reliable looped feed to the ice rink and the fire station to the south; these cables will also loop two other transformers to the north that feed the ball diamond facilities.
- Originally, the applicant had requested to do the work without an easement as it is essentially a service line for a pavilion and a back-up service feed to the fire station; however, the City Engineer determined it was best if the proposed line were in an easement as it is not just a service feed to one facility.
- The Plan Commission must review and the City Council must approve the granting of easements over City-owned properties.

Consistency with Strategic Plan:

- Consideration of this request supports City of Beloit Strategic Goal #5, which is to create and sustain high quality infrastructure and connectivity. This proposed utility easement will help sustain city facilities and plan for future needs.

Sustainability: (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines)

- **Reduce dependence upon fossil fuels** – N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – N/A

Staff Recommendation:

The Planning & Building Services Division recommends **approval** of the attached petition requesting an underground electric easement over a portion of Telfer Park located at 2301 Skyline Drive as shown on the attached exhibit B.

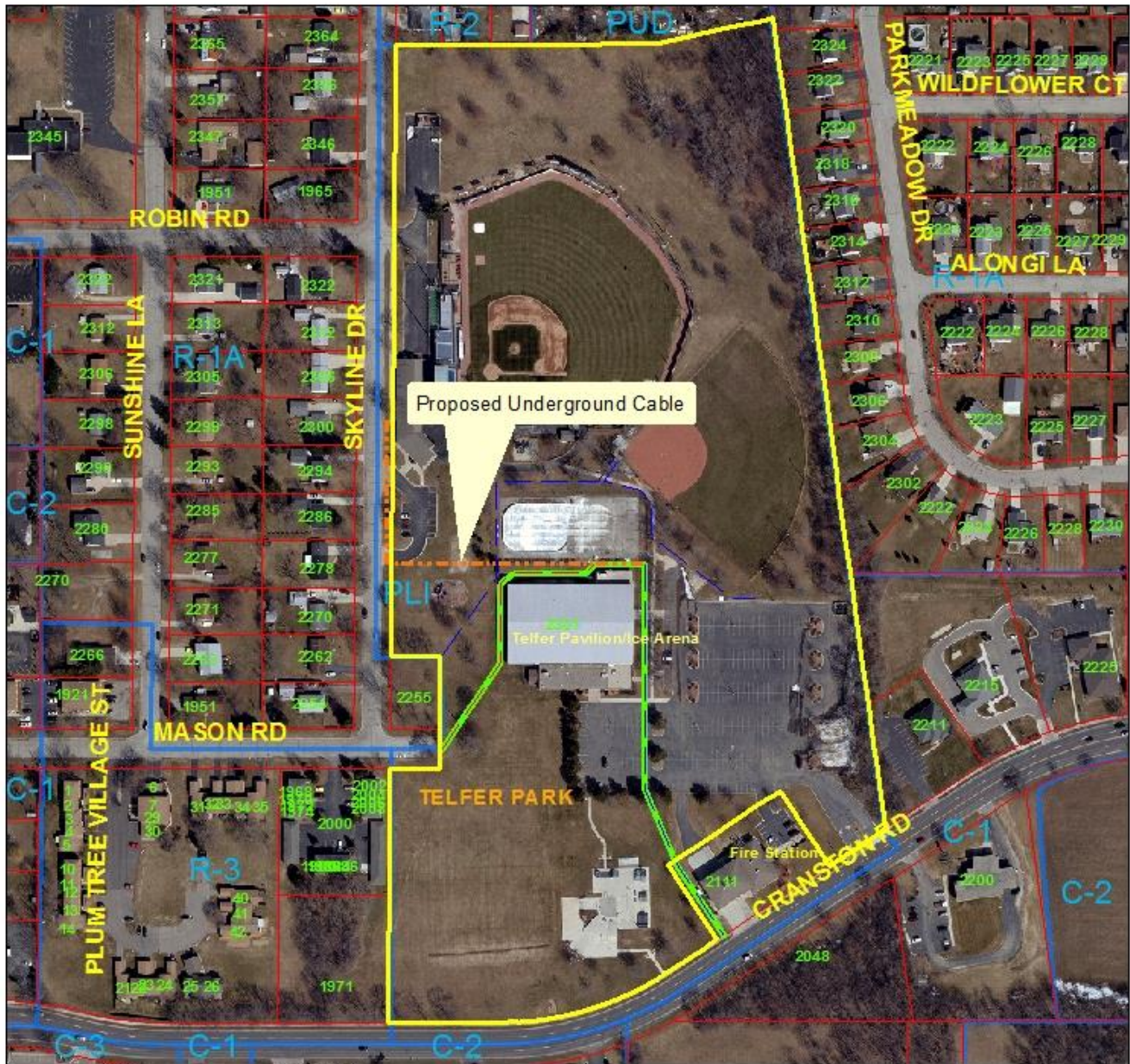
Fiscal Note/Budget Impact: N/A

Attachments: Location & Zoning Map, Petition, Easement with Exhibits, and Easement Map.

Location & Zoning Map

2301 Skyline drive

RPB-2017-04



1 inch = 261 feet
 0 75 150 225 Feet

Legend

- — Underground Cable to Remain
- — Underground Cable to be Retired
- - - - Proposed New Cable Route
- — Existing Platted Easement
- Parcel Boundaries

Map prepared by: Rudy Moreno, Planner II
 Date: August 1, 2017
 For: City of Beloit Planning & Building Services
 Date of Aerial Photography: March 2011

PLANNING & BUILDING SERVICES DIVISION

PETITION
TO THE CITY COUNCIL FOR THE CITY OF БЕЛОIT

Your Petitioner, Wisconsin Power and Light Company, a Wisconsin Corporation, respectfully alleges and shows that it is a public utility engaged in the business of the ownership and operation of electric transmission systems which support the energy needs of the State of Wisconsin, including the City of Beloit; that in order to upgrade electric line for the Skyline UGD Rebuild project, it needs to build a new tap line and obtain an Electric Underground Easement from The City of Beloit upon land located in *Lot Three (3), of Certified Survey Map, dated January 1981, recorded March 6, 1981 in Volume 10, Pages 235 – 237 of Certified Survey Maps of Rock County, Wisconsin, as Document No. 936506, and recorded on Microfilm Card No. 71, Image 816270 in Volume 4, Pages 43 – 45, and being in a part of the NW 1/4 of Section 19, T1N, R13E of the 4th P.M., in the City of Beloit, Rock County, Wisconsin. Excepting therefrom Certified Survey Map, recorded January 18, 1999 in Volume 22, Pages 117 – 118 of Certified Survey Maps of Rock County, Wisconsin, as Document No. 1405456. AND Lots One (1) through Nine (9), Block Five (5), and Lots One (1) through Nine (9), Block Six (6), all in the plat of Greenfield Subdivision, a duly recorded plat in the NW 1/4 of Section 19, T1N, R13E of the 4th P.M., in the City of Beloit, Rock County, Wisconsin. AND an unplatted parcel of land located in the NW 1/4 of Section 19, T1N, R13E of the 4th P.M., commencing at the Southwest corner of Block 11 of Greenfield's First Addition to the City of Beloit, being the point of beginning; thence southerly 1,094.10 feet to a point, thence Easterly 840.07 feet to a point, thence Northwesterly 1,152 feet to the Southeast corner of said Block 11, thence Westerly along the South line of said Block 11 679.09 Feet to the place of beginning, and being in the City of Beloit, Rock County, Wisconsin. And that attached hereto and incorporated herein are copies of the proposed Underground Electric Easement, including an exhibit showing the route of the electric line, for the future maintenance and operation of the transmission line.*

Wherefore, your petitioner prays that your City Council consider this request and take the appropriate action by resolution authorizing and directing the proper City Officers to execute and convey such easement and other agreements as may be necessary to permit the construction and operation and maintenance of said electric transmission line to Wisconsin Power and Light Company.

Wisconsin Power and Light Company

By:  *Mi-tech Services, Inc.*

Dan Boettcher, Property Acquisition Agent, Representative

Date: 7.26.17

Document No.

**EASEMENT UNDERGROUND
ELECTRIC**

The undersigned **Grantor(s)**, **City of Beloit (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 indicated below, upon, in, over, through and across lands owned by the Grantor **in the City of Beloit, Rock County, State of Wisconsin**, said Easement Area to be Twelve 12 feet in width, along with a Twenty (20) foot by Twenty (20) foot and described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

This Easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment and other appurtenant equipment associated with underground electric line 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 elevation 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 at its option, 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
P.O. Box 77007
Madison, WI 53707-1007

Parcel Identification Number(s)

206 21971200

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

_____(SEAL)
Signature

_____(SEAL)
Signature

Printed Name and Title

Printed Name and Title

_____(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

_____ 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) _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20_____, the above named _____

_____ 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 _____

My Commission Expires (is) _____

This instrument drafted by

KEVIN STOEVEKEN MI-TECH SERVICES

JUNE NOTBUSCH – MI-TECH SERVICES

Checked by

Project Title: SKYLINE UGD REBUILD
ERP Activity ID: 4073959
Tract No.: 1 OF 3
PPN:

July 26, 2017

ECRM713489 Rev 1 02/14

Exhibit A

GRANTOR'S PARCEL:

Lot Three (3), of Certified Survey Map, dated January 1981, recorded March 6, 1981 in Volume 10, Pages 235 – 237 of Certified Survey Maps of Rock County, Wisconsin, as Document No. 936506, and recorded on Microfilm Card No. 71, Image 816270 in Volume 4, Pages 43 – 45, and being in a part of the NW 1/4 of Section 19, T1N, R13E of the 4th P.M., in the City of Beloit, Rock County, Wisconsin. Excepting therefrom Certified Survey Map, recorded January 18, 1999 in Volume 22, Pages 117 – 118 of Certified Survey Maps of Rock County, Wisconsin, as Document No. 1405456.

And

Lots One (1) through Nine (9), Block Five (5), and Lots One (1) through Nine (9), Block Six (6), all in the plat of Greenfield Subdivision, a duly recorded plat in the NW 1/4 of Section 19, T1N, R13E of the 4th P.M., in the City of Beloit, Rock County, Wisconsin.

And

An unplatted parcel of land located in the NW 1/4 of Section 19, T1N, R13E of the 4th P.M., commencing at the Southwest corner of Block 11 of Greenfield's First Addition to the City of Beloit, being the point of beginning; thence southerly 1,094.10 feet to a point, thence Easterly 840.07 feet to a point, thence Northwesterly 1,152 feet to the Southeast corner of said Block 11, thence Westerly along the South line of said Block 11 679.09 Feet to the place of beginning, and being in the City of Beloit, Rock County, Wisconsin.

Legal Description for Easement:

Located in part of the Southwest Quarter of the Northwest Quarter of Section 19, Township 01 North, Range 13 East, City of Beloit, Rock County, Wisconsin, more particularly described as follows:

12' wide Easement:

Commencing at the West Quarter corner of said Section 19; thence, along the west line of said Section 19, North 00 degrees 26 minutes 01 seconds East a distance of 863.34 feet; thence, perpendicular to said west line, South 89 degrees 33 minutes 59 seconds East a distance of 841.84 feet to the east right-of-way line of Skyline Drive being the point of beginning; thence South 83 degrees 07 minutes 49 East a distance of 197.07 feet; thence South 89 degrees 45 minutes 08 seconds East a distance of 271.05 feet; thence South 00 degrees 07 minutes 14 seconds West a distance of 12.00 feet; thence North 89 degrees 45 minutes 08 seconds West a distance of 271.77 feet; thence North 83 degrees 07 minutes 49 seconds West a distance of 196.40 feet to said east right-of-way; thence, along said east right-of-way line, North 00 degrees 23 minutes 51 seconds West a distance of 12.08 feet to the point of beginning.

20' x 20' Easement:

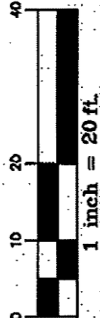
Commencing at the West Quarter corner of said Section 19; thence, along the west line of said Section 19, North 00 degrees 26 minutes 01 seconds East a distance of 863.34 feet; thence, perpendicular to said west line, South 89 degrees 33 minutes 59 seconds East a distance of 841.84 feet to the east right-of-way line of Skyline Drive; thence South 83 degrees 07 minutes 49 East a distance of 197.07 feet; thence South 89 degrees 45 minutes 08 seconds East a distance of 271.05 feet; thence South 00 degrees 07 minutes 14 seconds West a distance of 12.00 feet to the point of beginning; thence South 00 degrees 07 minutes 14 seconds West a distance of 20.00 feet; thence North 89 degrees 45 minutes 08 seconds West a distance of 20.00 feet; thence North 00 degrees 07 minutes 14 seconds East a distance of 20.00 feet; thence North 89 degrees 45 minutes 08 seconds East a distance of 20.00 feet to the point of beginning.

Grantor's deeds recorded on: March 31, 1981 as Document No. 937448 and on October 12, 1964 as Document No. 679959 & 679960 and on July 29, 1959 as Document No. 612659, all in the office of the Register of Deeds for Rock County, Wisconsin.

EXHIBIT "B"

LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 01 NORTH, RANGE 13 EAST, CITY OF BELOIT, ROCK COUNTY, WISCONSIN.

NORTHWEST CORNER
SEC. 19-01-13



R.O.W.

M.15' 13.26' 00" N

12.08'

S83° 07' 49" E 197.07'

N83° 07' 49" W 196.40'

271.05'

S89° 45' 08" E 271.77'

N89° 45' 08" W 271.77'

12.00'

S00° 07' 14" W 20.00'

N00° 07' 14" E 20.00'

N89° 45' 08" W 20.00'

20.00'

20.00'

20.00'

20.00'

20.00'

20.00'

20.00'

20.00'

20.00'

20.00'

20.00'

20.00'

SKYLINE DRIVE

20.00'

2643.08'

WEST LINE NW 1/4 SECTION 19

863.34'

N00° 26' 01" E

WEST QUARTER
SEC. 19-01-13

DRAFTED ON: MAY 12, 2017



Legal Description for Easement:

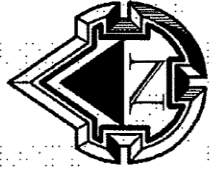
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Bearings are referenced to the West line of the NW 1/4 of Section 19, which is assumed to bear N00°26'01"E.

LEGEND

- SECTION CORNER MONUMENT OF RECORD
- 12' WIDE EASEMENT
- 20' X 20' EASEMENT

ALLIANT 405-4452 BELOIT

