



MEETING NOTICE AND AGENDA
Beloit City Plan Commission
Tuesday, November 21, 2017 at 7:00 PM
The Forum
Beloit City Hall
100 State Street, Beloit

1. **Call to Order and Roll Call**
2. **Approval of the Minutes of the November 8, 2017 Meeting**
3. **Extraterritorial Certified Survey Map – Northwest Corner of Inman Parkway and Prairie Avenue**
Review and consideration of a two-lot Certified Survey Map for the property located at the northwest corner of Inman Parkway and Prairie Avenue in the Town of Beloit
4. **Sign Easement Agreement – City of Beloit (Beloit Public Library), Hendricks Commercial Properties, and American Builders & Contractors Supply Company**
Review and consideration of a Sign Easement Agreement to allow Beloit Public Library signs on the private properties located at 1682 Park Avenue and 1501 Riverside Drive and an Eclipse Center sign on the library property located at 605 Eclipse Boulevard
5. **Status Report on Prior Plan Commission Items**
6. **Adjournment**

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

Notice Posted: November 17, 2017
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, November 08, 2017 at 7:00 PM
The Forum
Beloit City Hall
100 State Street, Beloit

1. Call to Order and Roll Call

Chairperson Faragher called the meeting to order at 7:02pm. Commissioners Haynes, Weeden, Faragher, Finnegan, Tinder and City Councilor Leavy were present. Commissioners Ruster and Johnson were absent.

2. Approval of the Minutes of the October 18, 2017 Meeting

Commissioner Weeden suggested amending the minutes for the following corrections:

1. Page 2, paragraph 6, 3rd sentence – replace “hosing” with “housing”.
2. Page 4, paragraph 2, 1st sentence – replace “Commission” with “Commissioner” for both Faragher and Haynes and correct the spelling of Commissioner Haynes’ last name.

Commissioner Tinder moved to approve the minutes, as amended. Commissioner Faragher seconded the motion. The motion passed, voice vote.

3. Certified Survey Map – 321-335 Highland Avenue

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

Commissioner Haynes moved to approve the Certified Survey Map as presented. Commissioner Tinder seconded the motion. The motion passed, voice vote.

4. Certified Survey Map – 310 Euclid Avenue

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

Commissioner Haynes moved to approve the Certified Survey Map, as presented. Commissioner Weeden seconded the motion. The motion passed, voice vote.

5. Certified Survey Map - 106 Bluff Street

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

Commissioner Weeden asked Ms. Christensen about the zoning of the referenced property. Ms. Christensen answered that the property was zoned R-1B, Single Family Residential and that the buyers interested in the property are intending to erect a fence to block foot traffic crossing through the property.

Commissioner Haynes moved to approve the Certified Survey Map, as presented, Commissioner Weeden seconded the motion. The motion passed, voice vote.

6. Easement – Wisconsin Power and Light – 810 Pleasant Street

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

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

7. Conditional Use Permit – Welders Supply Company – 704 Fourth Street

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

City Councilor Leavy asked if there were any concerns or issues regarding safety. Ms. Christensen answered that review agents did not convey any concerns. Commissioner Haynes commented that a temporary tank that has been located on this site makes a hissing noise when it vents and asked if a permanent tank will constantly vent and produce a similar noise.

Ed Mueller, 1627 Emerson Street and owner of Welder's Supply, apologized for the noise and indicated that the temporary tank, because it has to travel on the highway, has lower pressures. He believes that the permanent tank would not vent as often, as it has a higher pressure. He then commented that two similar tanks are at the facility on Barrett Place and asked if Commissioner Haynes noticed any sounds coming from those tanks. Commissioner Haynes indicated that he did not.

Commissioner Haynes moved to approve the Conditional Use Permit. Commissioner Finnegan seconded the motion. The motion passed, voice vote.

8. Status Report on Prior Plan Commission Items

Ms. Christensen discussed the approval of the Comprehensive Plan Process and the establishment of the Steering Committee.

9. Adjournment

The meeting adjourned at 7:25pm.

Minutes respectfully submitted by Frank Fuerte

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: November 21, 2017

Agenda Item: 3

File Number: CSM-2017-19

Applicant: Lee S. Sprecher

Owner: Inman Prairie LLC

Location: Northwest Corner of Inman Parkway and Prairie Avenue

Existing Zoning: B-2, Local Business District

Existing Land Use: Agricultural

Total CSM Area: 17.558 Acres

Request Overview/Background Information:

Lee S. Sprecher, on behalf of Inman Prairie LLC, has submitted an Application for the Review of a Minor Subdivision and a Two-Lot Certified Survey Map (CSM) for the property located at the northwest corner of Inman Parkway and Prairie Avenue 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.

Key Issues:

- The intent of the proposed CSM is to subdivide the subject property into two separate lots in order to create a buildable site for a proposed Casey's General Store on proposed Lot 2.
- This 17.558 acre parent parcel is currently zoned B-2, Local Business District, which is not expected to change.
- Proposed Lot 1 will include 213.32 feet of frontage on Inman Parkway, 978.38 on Prairie Avenue, and will be approximately 15.95 acres in area. This lot will continue its existing agricultural use.
- The attached CSM states that there will be a 5 foot Temporary Limited Easement on Lot 1, along the east property line, for an existing transportation project.
- Proposed Lot 2 will include 262.31 feet of frontage on Inman Parkway, 241.54 feet of frontage on Prairie Avenue, and will be approximately 1.6 acres in area. Lot 2 will be located on southeast corner of the subject property, and will be developed as a gas station.
- There is a proposed shared access easement off Inman Parkway which will be placed over the shared boundary between Lots 1 & 2 and will run north approximately 274.39 feet.
- The City's Review Agents have reviewed the proposed CSM. Planning Staff did not receive any comments.
- The Location Map, proposed CSM, and application are attached for your review.

Consistency with Comprehensive Plan and Strategic Plan:

The City's Comprehensive Plan recommends Planned Mixed Use for the subject property. The proposed CSM is consistent with the Comprehensive Plan. Consideration of this request supports Strategic Goals #3 and #5 which are to create and sustain economic growth and create and sustain high quality infrastructure and connectivity.

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 Two-Lot Certified Survey Map (CSM) for the property located at the northwest corner of Inman Parkway and Prairie Avenue 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 March 31, 2018.

Fiscal Note/Budget Impact: N/A

Attachments: Location Map, CSM, Application, and Resolution

Location Map

Northwest Corner of Inman Pkwy & Prairie Ave

ARC-2017-19



1 inch = 217 feet

0 3060 120 180 Feet

Legend

-  Parcel Boundary
-  Proposed Boundary Change
-  Access Easement
-  Temporary Limited Easement
-  City Limits

Map prepared by: Rudy Moreno, Planner II

Date: November 7, 2017

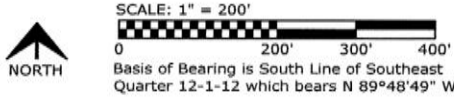
For: City of Beloit Planning & Building Services

Date of Aerial Photography: March 2011

PLANNING & BUILDING SERVICES DIVISION

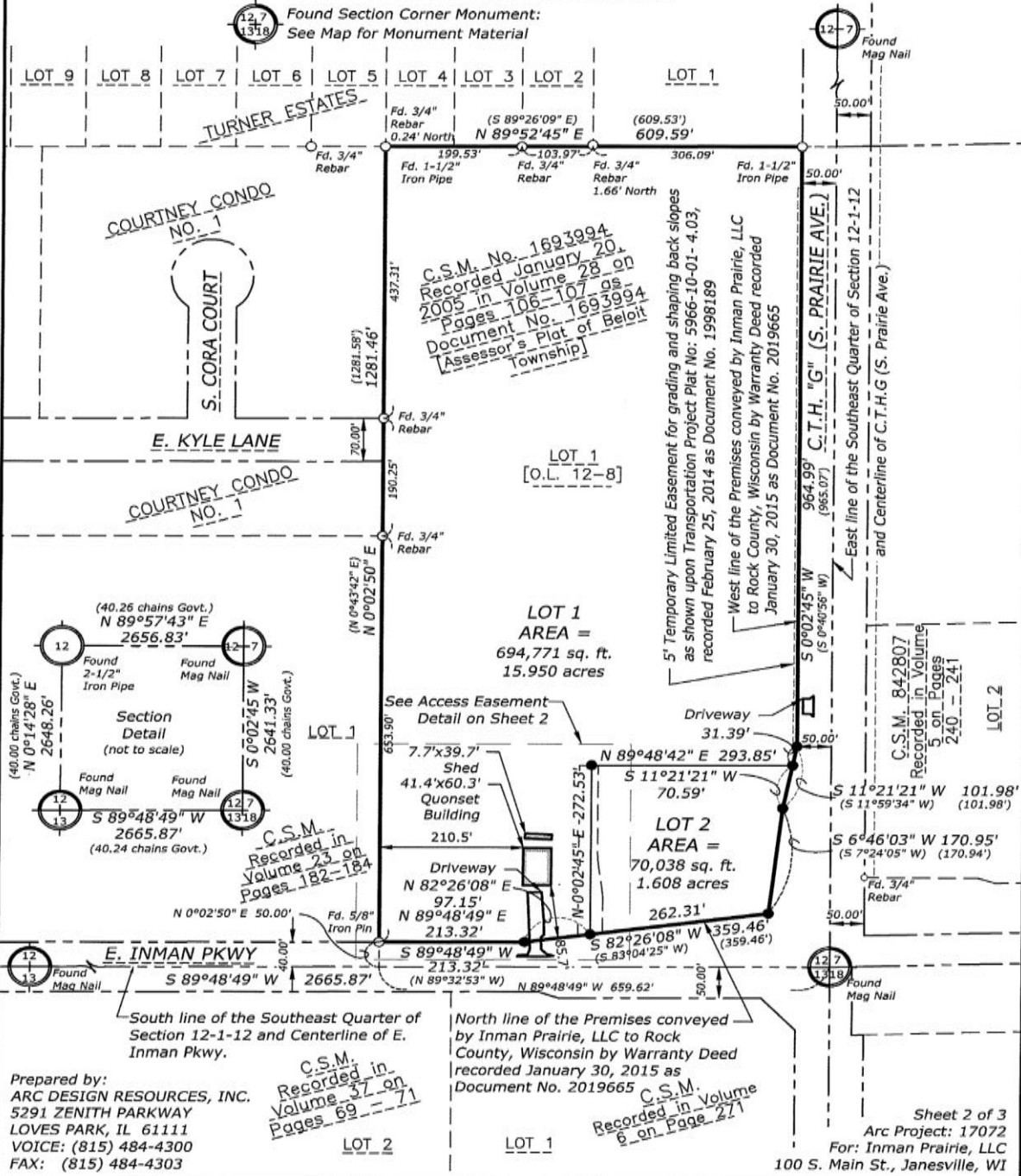
CERTIFIED SURVEY MAP OF

PART OF LOT 1 OF C.S.M. NO. 1693994, BEING PART OF THE SE
1/4 OF THE SE 1/4 OF SECTION 12, T.1N., R.12E. OF THE 4TH
P.M., TOWN OF BELOIT, ROCK COUNTY, WISCONSIN.



MONUMENT KEY:

- Set Monument: Iron Rebar 3/4" x 24" (1.5 LBS / LF)
- Found Monument: See Map for Monument Material
- Found Section Corner Monument: See Map for Monument Material



Prepared by:
ARC DESIGN RESOURCES, INC.
5291 ZENITH PARKWAY
LOVES PARK, IL 61111
VOICE: (815) 484-4300
FAX: (815) 484-4303

Sheet 2 of 3
Arc Project: 17072
For: Inman Prairie, LLC
100 S. Main St., Janesville, WI

CERTIFIED SURVEY MAP OF

PART OF LOT 1 OF C.S.M. NO. 1693994, BEING PART OF THE SE
1/4 OF THE SE 1/4 OF SECTION 12, T.1N., R.12E. OF THE 4TH
P.M., TOWN OF БЕЛОIT, ROCK COUNTY, WISCONSIN.

ARC DESIGN
RESOURCES INC.

5291 ZENITH
PARKWAY
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VOICE: (815) 484-4300
FAX: (815) 484-4303
www.arcdesign.com
Design Firm License No. 184-001334

STATE OF ILLINOIS)
COUNTY OF WINNEBAGO) ss

I, Lee S. Sprecher, a Registered Land Surveyor, do hereby certify that I have surveyed and mapped part of Lot 1 of C.S.M. No. 1693994 also known as O.L. 12-8 of the Assessor's Plat of Beloit Township, being part of the Southeast Quarter of the Southeast Quarter of Section 12, Township 1 North, Range 12 East of the Fourth Principal Meridian, Town of Beloit, Rock County, Wisconsin.

DESCRIBED AS FOLLOWS: Beginning at the Southwest corner of Lot 1 as designated upon C.S.M. No. 1693994, said C.S.M. being recorded January 20, 2005 in Volume 28 on Pages 106 - 107 as Document No. 1693994 in the Register's Office of Rock County, Wisconsin, said point also being in the North line of a public road designated E. Inman Parkway; thence North 0 degrees 02 minutes 50 seconds East along the West line of said Lot 1, a distance of 1281.46 feet to the Northwest corner thereof, said point also being in the South line of Turner Estates; thence North 89 degrees 52 minutes 45 seconds East along the North line of said Lot 1 and the South line of said Turner Estates, a distance of 609.59 feet to the Northwest corner of the premises conveyed by Inman Prairie, LLC to Rock County, Wisconsin by Warranty Deed recorded January 30, 2015 as Document No. 2019665 in said Register's Office; thence South 0 degrees 02 minutes 45 seconds West along the West line of said premises conveyed by Inman Prairie, LLC to Rock County, Wisconsin, a distance of 964.99 feet; thence South 11 degrees 21 minutes 21 seconds West along the West line of said premises conveyed by Inman Prairie, LLC to Rock County, Wisconsin, a distance of 101.98 feet; thence South 6 degrees 46 minutes 03 seconds West along the West line of said premises conveyed by Inman Prairie, LLC to Rock County, Wisconsin, a distance of 170.95 feet to the North line of said premises conveyed by Inman Prairie, LLC to Rock County, Wisconsin; thence South 82 degrees 26 minutes 08 seconds West along the North line of said premises conveyed by Inman Prairie, LLC to Rock County, Wisconsin, a distance of 359.46 feet to a point in the North line of said E. Inman Parkway and the South line of said Lot 1; thence South 89 degrees 48 minutes 49 seconds West along the South line of said Lot 1 and the North line of said E. Inman Parkway, a distance of 213.32 feet to the Point of Beginning, containing 764,809 square feet, 17.558 acres, more or less, all being situated in the Town of Beloit, Rock County, Wisconsin.

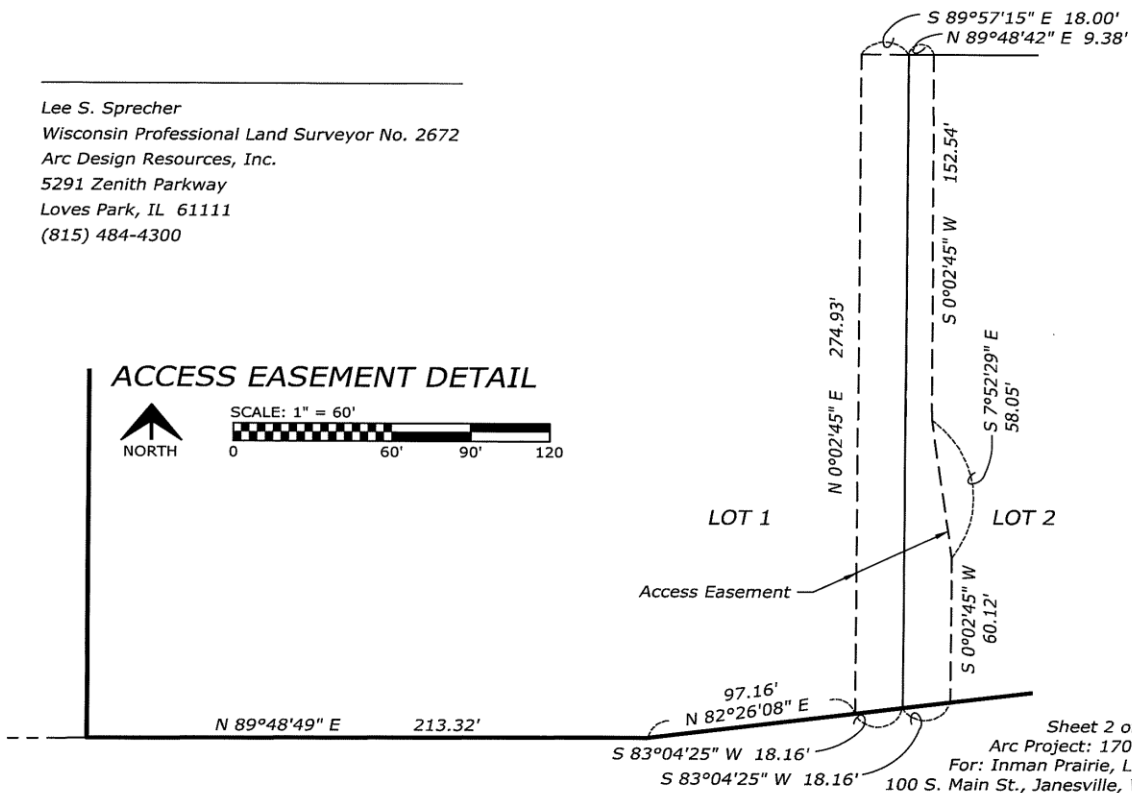
Subject to all easement and restrictions, recorded and unrecorded.

That I have made such survey and map by the direction of the Owner of said land and that I have complied fully with the provisions of Section 236.34 of the Wisconsin Statutes in surveying and mapping the same.

That the map is correct representation of all the exterior boundaries of the land surveyed and the division of that land.

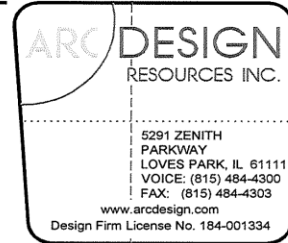
Given under my hand and seal this _____ day of _____, 2017.

Lee S. Sprecher
Wisconsin Professional Land Surveyor No. 2672
Arc Design Resources, Inc.
5291 Zenith Parkway
Loves Park, IL 61111
(815) 484-4300



CERTIFIED SURVEY MAP OF

PART OF LOT 1 OF C.S.M. NO. 1693994, BEING PART OF THE SE
1/4 OF THE SE 1/4 OF SECTION 12, T.1N., R.12E. OF THE 4TH
P.M., TOWN OF BELOIT, ROCK COUNTY, WISCONSIN.



STATE OF WISCONSIN)
COUNTY OF _____) ss

OWNER CERTIFICATE: I, Frederic L. Wesner, Agent for Inman Prairie LLC, a Wisconsin Company, do hereby certify that I have caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented hereon. I also certify that this Certified Survey Map is required by Sections 236.10 and 236.12 of the Wisconsin Statutes to be submitted to the City of Beloit.

WITNESS the hand and seal of said Trustee, this _____ day of _____, 2017.

By: _____ Frederic L. Wesner as Agent for
Inman Prairie, LLC
100 S. Main St.
Janesville, WI 53545

STATE OF WISCONSIN)
COUNTY OF _____) ss

Personally came before me, this _____ day of _____, 2017, the above-named, to me known to be the person who executed the foregoing certificate and acknowledged the same.

By: _____ Notary Public, _____ County, Wisconsin.

My Commission Expires _____

Approved for recording per the Town of Beloit Town Boards action of _____.

By: _____

Approved by the Planning Commission of the City of Beloit, this _____ day of _____, 2017.

By: _____

I hereby certify that the property taxes on the parent parcel are current and have been paid as of this _____ day of _____, 2017.

By: _____ Rock County Treasurer

DOCUMENT NO. _____ RECEIVED FOR RECORD THIS _____ DAY OF _____, 2017 AT
_____ O'CLOCK ____M. AND RECORDED IN VOLUME _____, PAGES _____ OF

CERTIFIED SURVEY MAPS OF ROCK COUNTY, WISCONSIN. _____ REGISTER OF DEEDS

RESOLUTION
APPROVING A TWO-LOT CERTIFIED SURVEY MAP
FOR THE PROPERTY LOCATED AT THE NORTHWEST CORNER OF INMAN
PARKWAY AND PRAIRIE AVENUE IN THE TOWN OF БЕЛОIT

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 two-lot Certified Survey Map for the property located at the northwest corner of Inman Parkway and Prairie Avenue in the Town of Beloit, containing 17.558 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 two-lot Certified Survey Map, which pertains to the following described land:

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1693994, BEING PART
OF THE SE ¼ OF THE SE ¼ OF SECTION 12, T. 1 N., R. 12 E., OF THE 4TH
P.M., TOWN OF БЕЛОIT, ROCK COUNTY, WISCONSIN.

NOW, THEREFORE, BE IT RESOLVED THAT the Plan Commission of the City of Beloit does hereby conditionally approve the attached two-lot Certified Survey Map for the property located at the northwest corner of Inman Parkway and Prairie Avenue 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 March 31, 2018.

Adopted this 21st day of November, 2017.

James Faragher, Plan Commission Chairman

ATTEST:

Julie Christensen,
Community Development Director

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: November 21, 2017

Agenda Item: 4

File Number: RPB-2017-07

Applicant: Nick Dimassis, Beloit Public Library

Current Owners: Contractors Supply Company (ABC), City of Beloit, American Builders & Hendricks Commercial Properties (HCP)

Location: 1501 Riverside Drive, 605 Eclipse Boulevard, & 1682 Park Avenue

Existing Zoning: C-3, Community Commercial District (1501 Riverside Dr., 605 Eclipse Blvd.), M-2, General Manufacturing District (1682 Park Ave.)

Existing Land Use: Vacant, Library, parking lot, manufacturing

Parcel Size: .66 Acre, 5.3 Acres, & 1.7 Acres

Request Overview/Background Information:

Nick Dimassis, Beloit Public Library Director, has requested approval of a Sign Easement Agreement for the properties located at 1501 Riverside Drive, 605 Eclipse Boulevard, & 1682 Park Avenue. The Beloit Public Library (BPL) and Blender Café are located on the city owned property at 605 Eclipse Boulevard. The property located at 1501 Riverside Drive is owned by the American Builders & Contractors Supply Company (ABC), and the property located at 1682 Park Avenue is owned by Hendricks Commercial Properties, LLC (HCP).

Key Issues:

- The proposed sign easements are intended for the placement of off-premises, directional signs which will help direct visitors to the proper entrances and designated parking areas. This request includes a sign easement for an existing Eclipse Center sign on the city owned property located at 605 Eclipse Boulevard in exchange for sign easements on two private lots for the placement of BPL/Blender Café signs.
- The proposed signs that are to be located at 1501 Riverside Drive and 1682 Park Avenue will be double sided, ground mounted signs which display the name and direction of the Beloit Public Library and Blender Café. Please see the attached BPL sign specifications.
- The existing Eclipse Event Center sign located at 605 Eclipse Boulevard would not be altered as a result of this request. A picture of the existing sign has been attached to this report.
- The proposed 10 foot by 10 foot sign easements for the BPL and Blender Café signs will be located near existing sidewalks and will not be located within the sight triangles on the subject properties. The proposed 10 feet by 10 foot sign easement for the Eclipse Event Center sign will be located on the parking lot median near the entrance. The dimensions and proximity to existing property lines are provided on exhibits 4, 5, & 6 included in the Sign Easement Agreement.
- The Eclipse Center campus is large, located on top of a bluff, and in close proximity to dense residential areas, which may make it difficult for commuters to find the location of businesses located within the campus. Off-premises signs will help direct commuters to the proper entrances and designated parking areas, and help promote the Beloit Public Library and Blender Café.
- The attached Sign Easement Agreement describes the agreement between HCP, ABC Supply Co., and the City of Beloit. The signs will be installed at HCP's expense.
- A location map and Sign Easement Agreement are also attached.

Consistency with Strategic Plan:

- Consideration of this request supports Strategic Goal #3, which is to create and Sustain Economic Growth. These proposed sign easements will help increase outreach, visibility, and collaboration among existing organizations.

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** - Off-premises signs will help direct commuters to the proper entrances and designated parking areas, and potentially reduce traffic and congestion within the Eclipse Center campus.
-

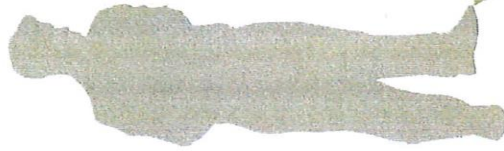
Staff Recommendation:

The Planning and Building Services Division recommends ***approval*** of the attached Sign Easement Agreement for the properties located at 1501 Riverside Drive, 605 Eclipse Boulevard, & 1682 Park Avenue.

Fiscal Note/Budget Impact: N/A

Attachments: BPL Sign Specifications, Photos, Location and Zoning Map, Sign Easement Agreement, and Easement Exhibits

DIRECTIONAL SIGN SPECIFICATIONS :

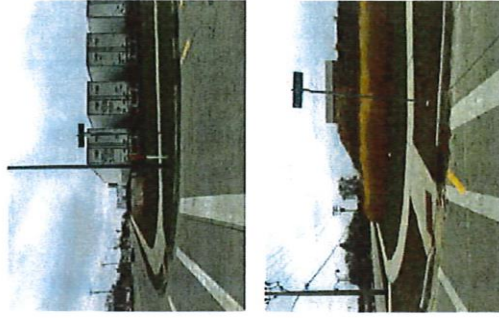


Scope of Work : Manufacture and install two (2) D/S directional signs

Directional Signs : SignComp series 7 post and panel with direct-buried poles, in 12" augered holes 42" deep. Sign primed and painted satin white faces and poles.

Faces : Routed .090" aluminum faces painted white bonded on full-bleed body.

Vinyl Colors: First surface applied opaque vinyl
Digitally-printed logo per client supplied art.



Double-sided sign locations

JNB Signs Listed © Copyright

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JNB SIGNS INCORPORATED 1021 Venture Drive, Suite 1, Janesville, WI 53546 Phone: 1-800-243-7997 Fax: 1-608-754-7892

CLIENT | Hendricks Commercial SALESMAN | Kevin Cook ARTIST | Mike

JOB SITE | Beloit, WI DATE | 03-30-17 DRAWING | 06584-01b

CUSTOMERS SIGNATURE X DATE

1501 Riverside Drive



605 Eclipse Boulevard



1682 Park Avenue



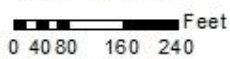
Location & Zoning Map

1501 Riverside Dr, 605 Eclipse Blvd, & 1682 Park Ave

RPB-2017--07



1 inch = 268 feet



Legend



Selected Properties



Sign Easement Areas

Map prepared by: Rudy Moreno, Planner II
Date: October 6, 2017
For: City of Beloit Planning & Building Services
Date of Aerial Photography: March 2011

PLANNING & BUILDING SERVICES DIVISION

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT (the “Agreement”) is dated as of the _____ day of _____, 2017, by and between **HENDRICKS COMMERCIAL PROPERTIES, LLC**, a Wisconsin limited liability company (“HCP”), **AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.**, a Delaware corporation (“ABC”), and **CITY OF BELOIT**, a Wisconsin municipal corporation (“City”).

RECITALS

ABC, HCP, and City acknowledge the following:

1. ABC is the owner of a certain parcel of real estate located at the intersection of Eclipse Boulevard and Riverside Drive (U.S. Hwy 51), in the City of Beloit, Wisconsin, as is further legally described in Exhibit 1 (“ABC’s Property”), HCP is the owner of a certain parcel of real estate located at the intersection of Park Avenue and Eclipse Boulevard, in the City of Beloit, Wisconsin, as is further legally described in Exhibit 2 (“HCP’s Property”), , and the City is the owner of a certain parcel of real estate located in the City of Beloit, Rock County, Wisconsin, as is further legally described on Exhibit 3 attached hereto and made a part hereof (the “City’s Property”); and

2. The parties desire to identify the rights and obligations of the parties with respect to the sign easements created below.

AGREEMENTS

In consideration of the recitals and mutual agreements that follow, ABC, HCP, and City agree as follows:

1. ABC hereby grants, conveys and warrants onto City, its successors and assigns, and its designated tenants and occupants of the City Property, a perpetual non-exclusive easement over, upon, along and across the property that is part of ABC’s Property and which is depicted on the attached diagram Exhibit 4 and legally described on Exhibit 1 and made a part hereof (the “ABC Sign Easement Area”) for the installation, construction, reconstruction, use, removal, repair, maintenance and replacement of one sign on the property identifying City’s Property and identifying certain tenants and occupants within the same (“City Sign”). City’s rights hereunder shall be exclusive to City and its successor and assigns, and its designated tenants and occupants of the City’s Property, but subject to compliance with applicable laws including those adopted by ABC and subject to all current easements, covenants, conditions and restrictions, if any of record affecting or encumbering ABC’s Property (collectively, “Title Matters”). City shall have the right to determine the precise location, dimension and design of the Sign within the ABC’s Sign Easement Area subject to compliance with applicable laws, the Title Matters and the other terms and conditions of this Agreement. HCP at its cost and expense shall install the Sign in accordance with all applicable laws, the Title Matters and the other terms and conditions of this Agreement. Following the initial installation, ownership of the Sign shall

be vested in the City which shall be solely responsible to maintain the sign thereof. City shall restore, at its sole cost and expense and in a reasonably diligent manner, any damage caused to ABC's Property arising from exercise of rights granted under this Agreement.

2. HCP hereby grants, conveys and warrants onto City, its successors and assigns, and its designated tenants and occupants of the City Property, a perpetual non-exclusive easement over, upon, along and across the property that is part of HCP's Property and which is depicted on the attached diagram Exhibit 5 and legally described on Exhibit 2 and made a part hereof (the "HCP Sign Easement Area") for the installation, construction, reconstruction, use, removal, repair, maintenance and replacement of one sign on the property identifying City's Property and identifying certain tenants and occupants within the same ("City Sign"). City's rights hereunder shall be exclusive to City and its successor and assigns, and its designated tenants and occupants of the City's Property, but subject to compliance with applicable laws including those adopted by HCP and subject to all current easements, covenants, conditions and restrictions, if any of record affecting or encumbering HCP's Property (collectively, "Title Matters"). City shall have the right to determine the precise location, dimension and design of the Sign within the Sign Easement Area subject to compliance with applicable laws, the Title Matters and the other terms and conditions of this Agreement. HCP at its cost and expense shall install the Sign in accordance with all applicable laws, the Title Matters and the other terms and conditions of this Agreement. Following the initial installation, ownership of the Sign shall be vested in the City which shall be solely responsible to maintain the sign thereof. City shall restore, at its sole cost and expense and in a reasonably diligent manner, any damage caused to HCP's Property arising from exercise of rights granted under this Agreement.

3. City hereby grants, conveys and warrants onto HCP, its successors and assigns, and its designated tenants and occupants of HCP Property, a perpetual non-exclusive easement over, upon, along and across the property that is part of the City's Property and is depicted on the attached diagram Exhibit 6 and legally described on Exhibit 3 and made a part hereof (the "City Sign Easement Area") for the installation, construction, reconstruction, use, removal, repair, maintenance and replacement of a sign identifying HCP's Property and identifying certain tenants and occupants within the same (the "HCP Sign"), all at HCP's sole cost and expense. HCP's rights hereunder shall be exclusive to HCP and its successor and assigns, and its designated tenants and occupants of HCP's Property, but subject to compliance with applicable laws including those adopted by the City and subject to all current easements, covenants, conditions and restrictions, if any of record affecting or encumbering City's Property (collectively, "Title Matters"). HCP shall, at its sole cost and expense, have the right to determine the precise location, dimension and design of the Sign within such City Sign Easement Area subject to compliance with applicable laws, the Title Matters and the other terms and conditions of this Agreement. HCP at its cost and expense shall install and maintain the Sign in accordance with all applicable laws, the Title Matters and the other terms and conditions of this Agreement. HCP shall restore, at its sole cost and expense and in a reasonably diligent manner, any damage caused to City's Property arising from exercise of rights granted under this Agreement. HCP shall have exclusive ownership and maintenance responsibility for this Sign.

4. Subject to compliance with all applicable laws, the Title Matters and the other terms and conditions of this Agreement, each party grants to the other, its successors and assigns,

including tenants, occupants and any future owner of their Property, a perpetual, non-exclusive access easement for ingress and egress to and from Eclipse Boulevard and the HCP and ABC Sign and/or the City Sign over each other's property for construction, alteration, maintenance and repair.

5. HCP, ABC and the City shall each secure general liability insurance in an amount reasonably necessary to insure their respective interest in their respective Property and their activity in connection with this easement grant. Each shall name the other as an additional insured under such policy and shall provide a copy of such certificate of insurance upon request. Each party mutually waive rights of subrogation under such policies and shall look solely to the insurance coverage provided, with respect to the indemnities provided hereunder prior to asserting any rights against the other party under Paragraph 6 hereof.

6. Each party shall indemnify, defend and hold the other (including its successors and assigns and its tenants and occupants) harmless from and against all direct damages or liabilities and expenses (including reasonable attorneys' fees and costs) relating to accidents, injuries, loss or damage of or to any person or property arising from violation of this Agreement by such party or from the negligent, intentional or willful acts or omissions of such party, its contractors, employees, agents or any other person authorized to act by or through such party. This indemnity shall exclude indirect or other consequential claims including lost profit.

7. The parties agree to record this Sign Easement Agreement in the office of the Register of Deeds of Rock County.

8. All provisions of this Agreement are deemed severable, and if any one or more provisions are determined to be unenforceable for any reason, the remaining provisions shall remain in full force and effect.

9. This Agreement and rights contained herein shall run with the land and shall be binding upon and benefit all successor owners of the City's Property, ABC's Property and HCP's Property. In the event of any violation of this Agreement, the non-violating party may pursue any and all remedies available at law or in equity and the prevailing party in any such dispute shall be entitled to recover in addition to any applicable damages or other remedy, its reasonable attorneys' fees and costs incurred with respect to such dispute.

10. This Agreement may be amended only by writing signed by each party and recorded in the office of the Register of Deeds of Rock County.

11. This Agreement shall at all times be enforced in accordance with the laws of the State of Wisconsin. The language used in this Agreement is the language chosen by both parties to express their mutual intent and no rule of strict construction shall apply against either party.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURES ON FOLLOWING PAGE(S).]

HENDRICKS COMMERCIAL PROPERTIES,
LLC

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) SS.
ROCK COUNTY)

Personally came before me this ____ day of _____, 2017, the above-named _____, its _____ and duly authorized representative of Hendricks Commercial Properties, LLC, to me known to be the person who executed the foregoing instrument and acknowledged same.

Notary Public, State of Wisconsin
My Commission _____

AMERICAN BUILDERS & CONTRACTORS
SUPPLY CO., INC.

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) SS.
ROCK COUNTY)

Personally came before me this ____ day of _____, 2017, the above-named _____, its _____ and duly authorized representative of American Builders & Contractors Supply Co., Inc., to me known to be the person who executed the foregoing instrument and acknowledged same.

Notary Public, State of Wisconsin
My Commission _____

CITY OF BELOIT

By: _____
Lori S. Curtis Luther, City Manager

Attest: _____
Lorena Rae Stottler, City Clerk

Approved as to Form:

Elizabeth A. Krueger, City Attorney

STATE OF WISCONSIN)
) SS.
ROCK COUNTY)

Personally came before me this ____ day of _____, 2017, the above-named Lori S. Curtis Luther and Lorena Rae Stottler, the City Manager and City Clerk of the City of Beloit, to me known to be the person who executed the foregoing instrument and acknowledged same.

Elizabeth A. Krueger
Notary Public, State of Wisconsin
My Commission is permanent.

This document was drafted by:
George B. Erwin, III
Schmidt, Darling & Erwin
2600 North Mayfair Road
Suite 1000
Milwaukee, WI 53226

EXHIBIT 1
ABC'S PROPERTY

Out lot 1 of Certified Survey Map Document Number 2041942 as recorded in Volume 37 on Pages 140-143 of Certified Survey Maps, situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, T. 1 N., R. 12 E. of the 4th P.M., City of Beloit, Rock County, Wisconsin.

EXHIBIT 2

HCP'S PROPERTY

Lot 2 of Certified Survey Map Document Number 1675463 as recorded in Volume 27 on Pages 239-241 of Certified Survey Maps, situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, T. 1 N., R. 12 E. of the 4th P.M., City of Beloit, Rock County, Wisconsin.

EXHIBIT 3

CITY'S PROPERTY

Lot 1 of Certified Survey Map Document Number 1831390 as recorded in Volume 32 on Pages 139-144 of Certified Survey Maps, situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, T. 1 N., R. 12 E. of the 4th P.M., City of Beloit, Rock County, Wisconsin.

**EXHIBIT 4
DIAGRAM AND LEGAL DESCRIPTION OF SIGN EASEMENT AREAS
AND INGRESS AND EGRESS AREAS**

ABC Sign Easement Area

EASEMENT EXHIBIT

OF PART OF OUT-LOT 1 OF CERTIFIED SURVEY MAP DOCUMENT NUMBER 2041942 AS RECORDED IN VOLUME 37 ON PAGES 140-143 OF CERTIFIED SURVEY MAPS, SITUATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 26, T. 1 N., R. 12 E. OF THE 4TH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS:
Commencing at the Northwest corner of Out-Lot 1 of Certified Survey Map Document Number 2041942 as recorded in Volume 37 on Pages 140-143; thence South 18°55'24" East, 74.65 feet along the West line of said Lot; thence North 71°04'36" East, 11.57 feet to the place of beginning; thence continuing North 71°04'36" East, 10.00 feet; thence South 18°55'24" East, 10.00 feet; thence South 71°04'36" West, 10.00 feet; thence North 18°55'24" West, 10.00 feet to the place of beginning containing 100 square feet more or less.



If the surveyor's signature is not read in color, the plan is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.

Benjamin S. Christiansen, P.L.S.
Wisconsin Professional Land Surveyor S-3008
State of Wisconsin } ss
County of Rock }

I hereby certify that I have supervised the survey of the property described above and to the best of my knowledge and belief, the plat drawn hereon correctly represents said survey and its location. Given under my hand and seal this 2nd day of February 2017 at Beloit, Wisconsin.
Last day of field work December 28, 2016

Scale: 1" = 30'
0 15 30 60
BEARINGS BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, ROCK ZONE. THE WEST LINE OF OUT-LOT 1 BEING S 18°55'24" E



LEGEND
--- Existing Right-of-Way
--- Proposed Easement Area
--- Existing Adjacent Property
--- Existing Easement Line

Line Table		
Line #	Length	Direction
L1	10.00'	N 71° 04' 36" E
L2	10.00'	S 18° 55' 24" E
L3	10.00'	S 71° 04' 36" W
L4	10.00'	N 18° 55' 24" W



**EXHIBIT 5
DIAGRAM AND LEGAL DESCRIPTION OF SIGN EASEMENT AREAS
AND INGRESS AND EGRESS AREAS**

HCP Sign Easement Area

EASEMENT EXHIBIT

OF PART OF LOT 2 OF CERTIFIED SURVEY MAP DOCUMENT NUMBER 1675463 AS RECORDED IN VOLUME 27 ON PAGES 239-241 OF CERTIFIED SURVEY MAPS, SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 25, T. 1 N., R. 12 E. OF THE 4TH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS:
Commencing at the Northeast corner of Lot 2 of Certified Survey Map Document Number 1675463 as recorded in Volume 27 on Pages 239-241; thence South 00°00'15" West 72.71 feet along the East line of said Lot; thence North 89°59'45" West, 17.03 feet to the place of beginning; thence continuing North 89°59'45" West, 10.00 feet; thence South 00°00'15" West, 10.00 feet; thence South 89°59'45" East, 10.00 feet; thence North 00°00'15" East, 10.00 feet to the place of beginning, containing 100 square feet more or less.

Line #	Length	Direction
L10	17.03'	N 89° 59' 45" W
L11	10.00'	N 89° 59' 45" W
L12	10.00'	S 00° 00' 15" W
L13	10.00'	S 89° 59' 45" E
L14	10.00'	N 00° 00' 15" E

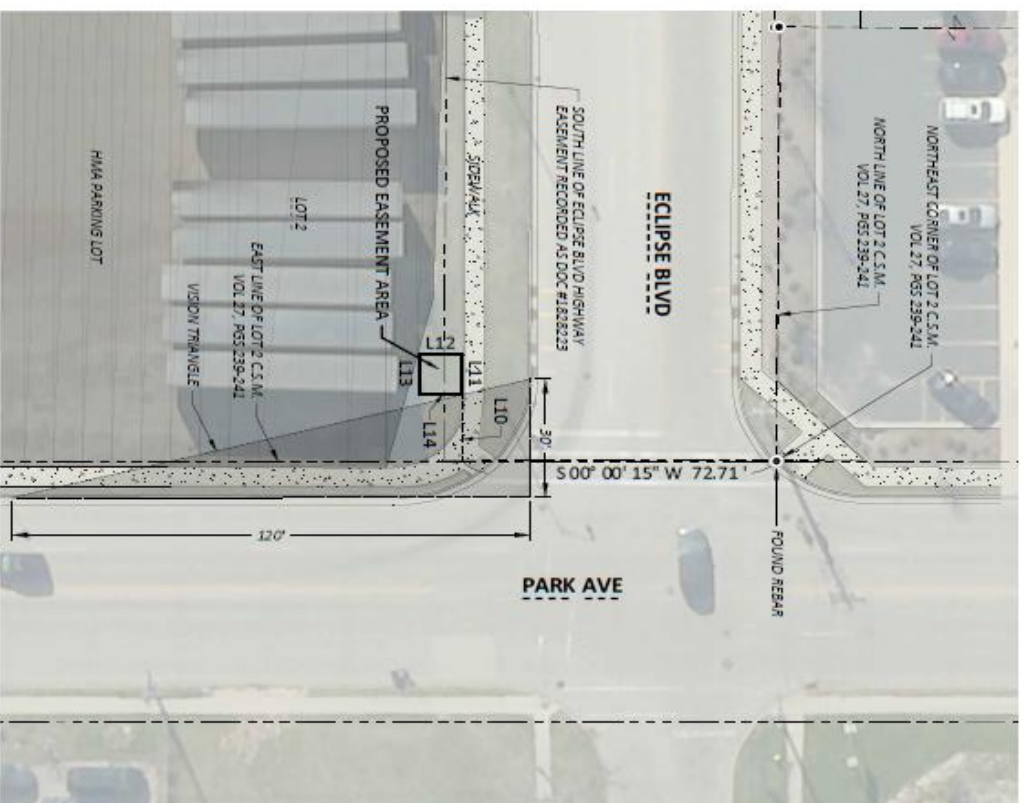


If the surveyor's signature is not read in color, the plan is a copy that should be assumed to contain unauthorised alterations. The certification contained on this document shall not apply to any copies.

Benjamin S. Christiansen, P.L.S.
Wisconsin Professional Land Surveyor S-3008
State of Wisconsin
County of Rock } ss

I hereby certify that I have supervised the survey of the property described above, and to the best of my knowledge and belief, the plat drawn hereon correctly represents said survey and its location. Given under my hand and seal this 2nd day of February 2017 at Beloit, Wisconsin.
Last day of field work January 9, 2017

Scale: 1" = 30'
BEARINGS BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, ROCK ZONE, THE EASTERLY LINE OF LOT 2 BEING S 00°00'15" W



LEGEND
 - - - - - Existing Right-of-Way
 - - - - - Proposed Easement Area
 - - - - - Existing Adjacent Property
 - - - - - Existing Easement Line

ORDER NO: 3XXXX
BOOK: SEE FILE
FIELD CREW: JDT
DRAWN BY: CM
DATE: February 2, 2017

FOR THE EXCLUSIVE USE OF:
HENDRICKS COMMERCIAL
PROPERTIES

EASEMENT EXHIBIT

Batterman
engineers surveyors planners
2857 Bartels Drive Beloit, Wisconsin 53511
608.365.4664 www.rtbatterman.com



File Name: 1117001_13020116171012 Top Cover.dwg

**EXHIBIT 6
DIAGRAM AND LEGAL DESCRIPTION OF SIGN EASEMENT AREAS
AND INGRESS AND EGRESS AREAS**

City Sign Easement Area

EASEMENT EXHIBIT

OF PART OF LOT 1 OF CERTIFIED SURVEY MAP DOCUMENT NUMBER 1831390 AS RECORDED IN VOLUME 32 ON PAGES 139-144 OF CERTIFIED SURVEY MAPS, SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 25, T. 1 N., R. 12 E. OF THE 4TH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS:
Commencing at the Eastern corner of Lot 1 of Certified Survey Map Document Number 1831390 as recorded in Volume 32 on Pages 139-144; thence South 45°27'26" West, 164.37 feet along the Southeastery line of said Lot; thence North 44°32'34" West, 75.39 feet to the place of beginning; thence continuing North 44°32'34" West, 10.00 feet; thence South 45°27'26" West, 10.00 feet; thence South 44°32'34" East, 10.00 feet; thence North 45°27'26" East, 10.00 feet to the place of beginning containing 100 square feet more or less.



If the surveyor's signature is not red in color, the plot is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.

Benjamin S. Christiansen, P.L.S.
Wisconsin Professional Land Surveyor S-3008
State of Wisconsin }
County of Rock } ss

I hereby certify that I have supervised the survey of the property described above and to the best of my knowledge and belief, the plot drawn hereon correctly represents said survey and its location. Given under my hand and seal this 2nd day of February, 2017 at Beloit, Wisconsin.
Last day of field work January 9, 2017



Scale: 1" = 30'

0 15 30 60
BEARINGS BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, ROCK ZONE. THE SOUTHEASTERLY LINE OF LOT 1 BEING S 45°27'26" W

LEGEND

----- Existing Right-of-Way
----- Proposed Easement Area
----- Existing Adjacent Property
----- Existing Easement Line

Line Table		
Line #	Length	Direction
L6	10.00'	N 44° 32' 34" W
L7	10.00'	S 45° 27' 26" W
L8	10.00'	S 44° 32' 34" E
L9	10.00'	N 45° 27' 26" E

