



**PUBLIC NOTICE & AGENDA  
PLAN COMMISSION  
City Hall Forum - 100 State Street, Beloit, WI 53511  
7:00 PM  
Wednesday, July 08, 2020**

\*

*Members of the media or the public may participate in the open session portion of this agenda by calling 1 (408) 650-3123 , access code 688-974-269 . All participants' phones will be muted. Attendance at the meeting in person will be limited. If you would like to provide comments for the any of the items on the agenda, please submit those to [planning@beloitwi.gov](mailto:planning@beloitwi.gov) by 12:00 noon on Wednesday, July 8, 2020.*

1. CALL TO ORDER AND ROLL CALL
2. MINUTES
  - 2.a. Consideration of the minutes of the June 17, 2020 Plan Commission meeting  
[Attachment](#)
3. REPORTS
  - 3.a. Consideration of a request for a Natural Gas easement to Wisconsin Power and Light and the Release of Easements in the vacated Water Street right-of-way  
[Attachment](#)
4. STATUS REPORT ON PRIOR PLAN COMMISSION ITEMS
5. ADJOURNMENT

\*\* 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.



**MINUTES**  
**PLAN COMMISSION**  
**City Hall Forum - 100 State Street, Beloit, WI 53511**  
**7:00 PM**  
**Wednesday, June 17, 2020**

**1. CALL TO ORDER AND ROLL CALL**

Meeting was called to order by Chairperson Weeden at 7:00 PM. Commissioner Weeden attended in person. Commissioners Ruster, Robson, and Councilor Preuschl were on the phone. Commissioners Finnegan and Haynes were absent, and Commissioner Zick called in late to the meeting.

**2. MINUTES**

**2.a. Consideration of the minutes of the May 20, 2020 Plan Commission meeting**

Commissioner Weeden explained that the minutes had been amended to include that Commissioner Finnegan abstained on item 3b. Motion made by Commissioner Robson, seconded by Commissioner Ruster to approve the minutes as amended. Roll call vote (4-0), motion passed. Willis Zick joined the meeting.

**3. REPORTS**

**3.a. Resolution approving a one-lot Extraterritorial Certified Survey Map for the property located on S Sage Street in the Town of Turtle**

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

Motion made by Commissioner Robson, seconded by Commissioner Ruster to approve the Certified Survey Map. Roll call vote (4-0), motion passed.

**4. PUBLIC HEARINGS**

**4.a. Consideration of an amendment to a Planned Unit Development (PUD) Master Land Use Plan for the property located at 2311 Winchester Drive to reduce the street side setback from 30 feet to 15 feet to allow the construction of a single-family home**

Julie Christensen presented the staff report and recommendation.

Commissioner Robson asked if there should be a 15 foot setback on the lot to the east. Julie said that we will definitely look at that as the area develops. However, we cannot consider that as part of this agenda item.

Chairperson Weeden opened the public hearing.

John Knabe, Acadia Homes, explained that he is developing a spec home in Walnut Grove, but that he would not be buying the lot to the east as Walnut Street is developed with duplex condominiums. He constructs single family houses.

Commissioner Weeden asked them about the driveway width. He had requested 30 feet, but the code is 20 feet for residential drives. The applicant, John Knabe, said that he could live with the reduced driveway width.

Commissioner Zick asked if the setback was 30 feet when the PUD was approved. John Knabe thought that it was. Ms. Christensen explained that setbacks are established as part of a Planned Unit Development.

Chairperson Weeden closed the public hearing.

Motion made by Commissioner Robson, seconded by Commissioner Ruster to approve the Planned Unit Development. Roll call vote (4-0), motion passed.

**4.b. Consideration of an exception to Section 30.40(2)(c) of the Outdoor Sign Regulations to allow a secondary, on-premises sign larger than 30 square feet in area for the property located at 1255 Gateway Boulevard**

Julie Christensen presented the staff report and recommendation.

Chairperson Weeden opened the public hearing and asked Ms. Christensen if there were any public comments submitted. Julie indicated that no comments were submitted.

Commissioner Robson asked if the sign is attached to the building or on a pole. Ms. Christensen stated that the sign is on the façade as a wall sign. Commissioner Zick asked if they could make an amendment to limit the square footage.

Chairperson Weeden closed the public hearing.

Commissioner Ruster asked if customers pick up their orders at Amazon. Ms. Christensen indicated that they did not. Commissioner Ruster explained that she did not think that it met the standard for an economic hardship because the people who go to the facility would know where they are going. Commissioner Zick said that he agreed with her argument.

Commissioner Robson indicated that she thought that having an Amazon Distribution Center was something to promote, and thought that it was important that you can see the sign from the interstate.

Commissioner Weeden indicated that he thought that a secondary sign that meet the sign standards would be lost on the large building façade and that the proposed sign was more in scale with the building.

Commissioner Ruster explained that she didn't like making exceptions to the Sign Ordinance and that she thinks the ordinance needs to be rewritten.

Commissioner Zick felt that the resolution should clearly state that the sign can only be 260 square feet, rather than stating that the sign could be larger than 30 square feet.

Motion made by Commissioner Zick to amend the resolution to indicate that the secondary sign could be up to 260 square foot, seconded by Commissioner Robson. Roll call vote (4-0), motion passed.

Motion made by Commissioner Robson, seconded by Commissioner Ruster to approve the amended resolution approving the Sign Ordinance Exception. Roll call vote (4-0), motion passed.

**4.c. Consideration of a Planned Unit Development Master Land Use Plan to allow multiple buildings on one combined parcel for the properties located at 1405 Cranston Road and 2213 Advance Drive**

Julie Christensen presented the staff report and recommendation.

Chairperson Weeden opened the public hearing and asked Ms. Christensen if there were any comments from the public. Ms. Christensen indicated that no comments were received.

Rusty Puhl, Midwest Construction, said that he would comply with any requirements made by the City.

Chairperson Weeden closed the public hearing.

Commissioner Weeden indicated that he thought this development was an improvement over the existing conditions.

Motion made by Commissioner Ruster, seconded by Commissioner Robson to approve the PUD. Roll call vote (4-0), motion passed.

**5. STATUS REPORT ON PRIOR PLAN COMMISSION ITEMS**

Ms. Christensen said that the rezoning for the Prince Hall Drive parking lot was approved, and that July 8, 2020 is the next Plan Commission meeting.

**6. ADJOURNMENT**

Motion made by Robson, and seconded by Zick to adjourn the meeting. Motion carried, voice vote (4, 0). Meeting was adjourned at 7:56PM.

Respectfully submitted by Amber DesRoberts.



## **REPORT TO THE PLAN COMMISSION**

**Plan Commission Meeting Date:** July 8, 2020

**Agenda Item:** 3(a)

**File Number:** RPB-2020-02

### **General Information**

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**Applicant:** City of Beloit Staff

**Owner:** City of Beloit

**Address/Location:** Vacated Portion of Water Street

**Applicant's Request:** Release of Easement Rights and Natural Gas Facilities Easement

### **Staff Analysis**

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**Overview:** This request includes two separate-but-related actions following the recent vacation of a portion of Water Street in advance of the Snappers Stadium Redevelopment. The attached Plat of Vacation was approved by the City Council on April 20, 2020 and recorded with the Rock County Register of Deeds on June 15, 2020. As part of the vacation process, public utility providers notify City staff of any existing facilities within the roadway to be vacated, and State law automatically reserves a blanket easement over the vacated street.

**Details:** There are two types of facilities in the vacated right-of-way: City stormwater infrastructure and street lights to be removed and replaced as part of the stadium project, and an existing 12-inch natural gas main owned by Alliant Energy/Wisconsin Power and Light in the location shown on the attached Gas Line Easement Diagram. This gas main will be protected during construction and will ultimately be under a portion of the stadium's parking lot and the relocated bike path. Alliant Energy has agreed to release their rights that were automatically reserved when the street was vacated, provided that rights to their existing gas main are protected. The attached Natural Gas Facilities Easement grants Alliant Energy/Wisconsin Power & Light an easement over an approximately 3,242 square-foot area of City-owned land, which was previously Water Street right-of-way, so that the gas main can be accessed and maintained. The third page of the Easement & Release document includes an official Release of easement rights over the remainder of the vacated street so that the stadium can be constructed. The other document involved in this request is a Release of Easements for the City-owned stormwater infrastructure and street lights that will be removed as part of this project according to the approved demolition and utility plans. Planning staff approved the site plans for this project on June 12, 2020.

### **STAFF RECOMMENDATION:**

The Planning & Building Services Division recommends **approval** of the attached Easement and Release documents pertaining to the vacated portion of Water Street in the City of Beloit.

**ATTACHMENTS:** Plat of Vacation, Release of Easements (City), Natural Gas Main Easement & Release (Alliant)

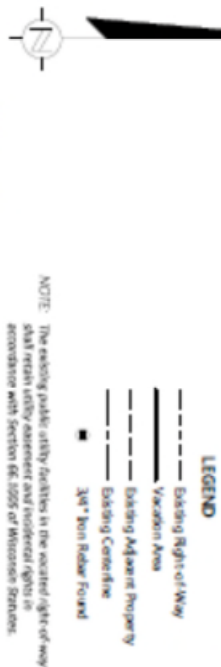


CURVE NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH
C-1	207.344°	303.00'	140.19'	N 66°21'20" E	180.57'
C-2	167.332°	257.00'	74.27'	N 11°21'27" E	74.02'
C-3	90°28'11"	128.00'	34.002'	N 52°33'46" E	301.00'
C-4	90°28'11"	128.00'	22.130'	S 52°33'46" W	104.62'
C-5	167.332°	257.00'	94.29'	S 11°21'27" W	94.17'
C-6	207.344°	323.00'	148.174'	S 06°21'27" W	148.41'

**PLAT OF VACATION**  
**OF A PART OF WATER STREET OF THE FINAL PLAT OF RIVERBEND**  
**BEING PART OF GOVERNMENT LOT 7 OF SECTION 35,**  
**T. 1 N., R. 12 E. OF THE 4th P.M.,**  
**CITY OF BELLOIT, ROCK COUNTY, WISCONSIN**

DESCRIBED AS FOLLOWS:  
 Beginning at the Southwest corner of Lot 2 of the Final Plat of Riverbend, recorded in Volume 32, Pages 870-872 of Plat as Document No. 1887635 at the Northerly right-of-way of Shelard Avenue, thence South 83°04'28" West a distance of 70.00 feet to the Southeast corner of Curve 3 of the Final Plat of Riverbend, thence along the Westerly and Northerly right of way lines of Water Street for the following courses: North 6°55'32" West a distance of 126.68 feet, thence 182.19 feet along the arc of a curve to the right having a radius of 393.00 feet and a chord which bears North 6°21'20" East a distance of 180.57 feet, thence North 19°38'12" East a distance of 116.34 feet, thence 74.27 feet along the arc of a curve to the left having a radius of 257.00 feet and a chord which bears North 11°21'27" East a distance of 74.02 feet, thence North 3°04'41" East a distance of 110.71 feet, thence 342.02 feet along the arc of a curve to the right having a radius of 198.00 feet and a chord which bears North 52°33'46" East a distance of 301.00 feet, thence South 77°57'08" East a distance of 44.84 feet, thence South 12°02'52" West a distance of 70.00 feet to the Southerly right of way of Water Street, thence along the Southerly and Easterly right of way lines of Water Street for the following courses: North 77°57'08" West a distance of 44.84 feet, thence 221.10 feet along the arc of a curve to the left having a radius of 128.00 feet and a chord which bears South 52°33'46" West a distance of 194.62 feet, thence South 3°04'41" West a distance of 110.71 feet, thence 94.50 feet along the arc of a curve to the right having a radius of 327.00 feet and a chord which bears South 11°21'27" West a distance of 94.17 feet, thence South 19°38'12" West a distance of 116.34 feet, thence 149.74 feet along the arc of a curve to the left having a radius of 323.00 feet and a chord which bears South 6°21'20" East a distance of 148.41 feet, thence South 6°55'32" East a distance of 126.68 feet to the point of beginning. (Containing 1.495 acres (65,133 square feet), more or less.

THE RESOLUTION TO VACATE A PART OF WATER STREET AS SHOWN HEREON WAS ADOPTED \_\_\_\_\_ 2020 AND IS REFERENCED AS CITY OF BELLOIT CLERK FILE NO. 2020-\_\_\_\_\_



NOTE: The existing public utility facilities in the vacated right of way shall remain fully accessible and undisturbed rights in accordance with Section 66.1055 of Wisconsin Statutes.

BEING BASED ON THE RECORD PLAT OF THE FINAL PLAT OF RIVERBEND

NOTE: The Plat of Vacation has been prepared from a reproduction of record plans. Final surveys and partial field work.

Krisia J. Bernhart, P.L.S.  
 Wisconsin Professional Land Surveyor 5-2043  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**Notice of Release of Easements**

The City of Beloit, Rock County, Wisconsin, hereby gives notice that it has retained no easements in the portion of Water Street discontinued by Resolution \_\_\_\_\_, a copy of which is attached.

RETURN TO:  
Elizabeth Krueger, Beloit City Attorney  
100 State Street  
Beloit, WI 53511

P.I.N.

CITY OF BELOIT,  
A Wisconsin municipal corporation

By \_\_\_\_\_  
Lori S. Curtis Luther, City Manager

STATE OF WISCONSIN    )  
  )  
COUNTY OF ROCK        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the above-named Lori S. Curtis Luther, City Manager, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_  
(SEAL)

*This instrument drafted by:*  
Richard C. Yde  
Stafford Rosenbaum LLP  
PO Box 1784  
Madison, WI 53701-1784



Document No.

EASEMENT AND RELEASE

NATURAL GAS FACILITIES EASEMENT

The undersigned Grantor(s) *City of Beloit, a municipal corporation, (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, County of Rock, State of Wisconsin*, said Easement Area to be described as follows:

*See attached Exhibit A.*

This Easement is subject to the following conditions:

- Designated Facilities:** This easement is for underground natural gas line facilities, including but not limited to pipelines with valves, main and service laterals, and other appurtenant equipment associated with the transmission and distribution of natural gas products.
- Grant of Easement.** The Grantor grants to the Grantee, and its successors and assigns, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement, and remove the Designated Facilities as described in Section 1 that may from time to time be required, with the right of ingress and egress for the purpose of this grant, within the Easement Area. All improvements shall be located below grade, and the Grantee shall not install anything above grade or in any fashion that would affect the appearance of the surface of the real property or limit access to the real property. The Grantee also agrees to use the grant of easement only for the specific purposes described above and for no other purpose, and this grant is not assignable by the Grantee to others for other uses nor shall it be construed to create a common utility corridor.
- 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.
- 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.
- 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 to Grantor 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.
- Elevation:** 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, **with which consent shall not be unreasonably withheld. None of the foregoing provisions shall apply to nor limit Grantor's shoreline maintenance activities along the banks of the Rock River which include, but are not limited to, grading, vegetation planting, or the placement of sand, gravel, or riprap for purposes of erosion control.**
- Restoration:** Notwithstanding any of the foregoing provisions, Grantee understands that the Easement Area will be covered with concrete curb and gutter, asphalt paving and landscaping for park, bicycle path, parking, and driveway purposes, and Grantor shall restore the same following any disturbance of the Easement Area.
- 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.
- 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.
- Indemnification:** The Grantee shall indemnify the Grantor from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy  
Attn: Real Estate Department  
4902 North Biltmore Lane, Suite 1000  
Madison, WI 53718-2148

Parcel Identification Number(s):

NA

any person or entity in connection with the Grantee's activities conducted on the Property, . except to the extent caused by the negligence or misconduct of the Grantor or its agents or employees.

11. **Consistent Uses Allowed:** The Grantor reserves the right to use the Easement and the Temporary Construction Easement for purposes that will not interfere with the Grantee's full enjoyment of the Easement rights granted in this Agreement. The Grantor specifically reserves the right to alter and improve the surface area of the Easement for purposes consistent with use of the Property as a bike path, parking lot, driveway, and green space, and the Grantee agrees that the elevation of the surface area may be increased, but not permanently decreased, that paved bike paths and driveways may be installed, and landscaping consistent with such purposes may occur.
12. **General Compliance:** The Grantee, at its own expense, and with all due diligence, shall observe and comply with all laws, ordinances, rules, and regulations which are now in effect or may later be adopted by any governmental authority, and which may be applicable to the Easement Area or any improvement on it or any use of it.
13. **Environmental Laws:** In furtherance and not in limitation of the foregoing paragraph, the Grantee must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs caused by the Grantee upon or from the Utility Easement Area the Grantee shall immediately notify Grantor and shall, at the Grantee's own expense, clean and restore the Easement Area to the satisfaction of the Grantor and any governmental body or court having jurisdiction of the matter.
14. **Disturbance of Surface and Restoration of Surface:** The Grantee shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement to its condition before the disturbance.
15. **Covenants Run with Land:** All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.
16. **Non-Use:** Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement rights to the fullest extent authorized in this Agreement.
17. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
18. **Entire Agreement:** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Rock County, Wisconsin.
19. **Notices:** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.
20. **Invalidity:** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
21. **Waiver:** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
22. **Enforcement:** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, **including reasonable attorney's fees**, from the non-prevailing party.
23. **No Public Dedication:** Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any other public purpose whatsoever.

**TERMINATION OF EASEMENT RIGHTS IN VACATED STREET**

In accordance with Section 66.1005(2)(a) of the Wisconsin Statutes, and except as provided above, **WISCONSIN POWER AND LIGHT COMPANY**, a Wisconsin corporation, does hereby release, discharge and abandon all of its right, title and interest in and to:

*Any and all utility easement rights in all that part of the vacated Water Street in the City of Beloit, County of Rock, State of Wisconsin, which vacation occurred pursuant to Resolution 2020-037 entitled Resolution Regarding the Vacation of a Portion of Water Street in the City of Beloit, Rock County, Wisconsin adopted by the City Council of the City of Beloit on April 20, 2020 .*

This release of easement is made for the benefit of all current owners of the above described property, including their heirs, successors and assigns.

[Signature pages follow.]

WITNESS the signature(s) of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF БЕЛОIT,  
a Wisconsin municipal corporation

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_(SEAL)  
Signature

Lori S. Curtis Luther, City Manager

Lorena Stottler, City Clerk

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN            )  
  ) ss  
COUNTY OF ROCK            )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named Lori S. Curtis Luther, City Manager, and Lorena Stottler, City Clerk, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_  
(SEAL)

WITNESS the signature(s) of the Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WISCONSIN POWER AND LIGHT COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN    )  
  ) ss  
COUNTY OF DANE        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ to me known as an authorized representative of **WISCONSIN POWER AND LIGHT COMPANY**, a Wisconsin corporation, on behalf of the corporation.

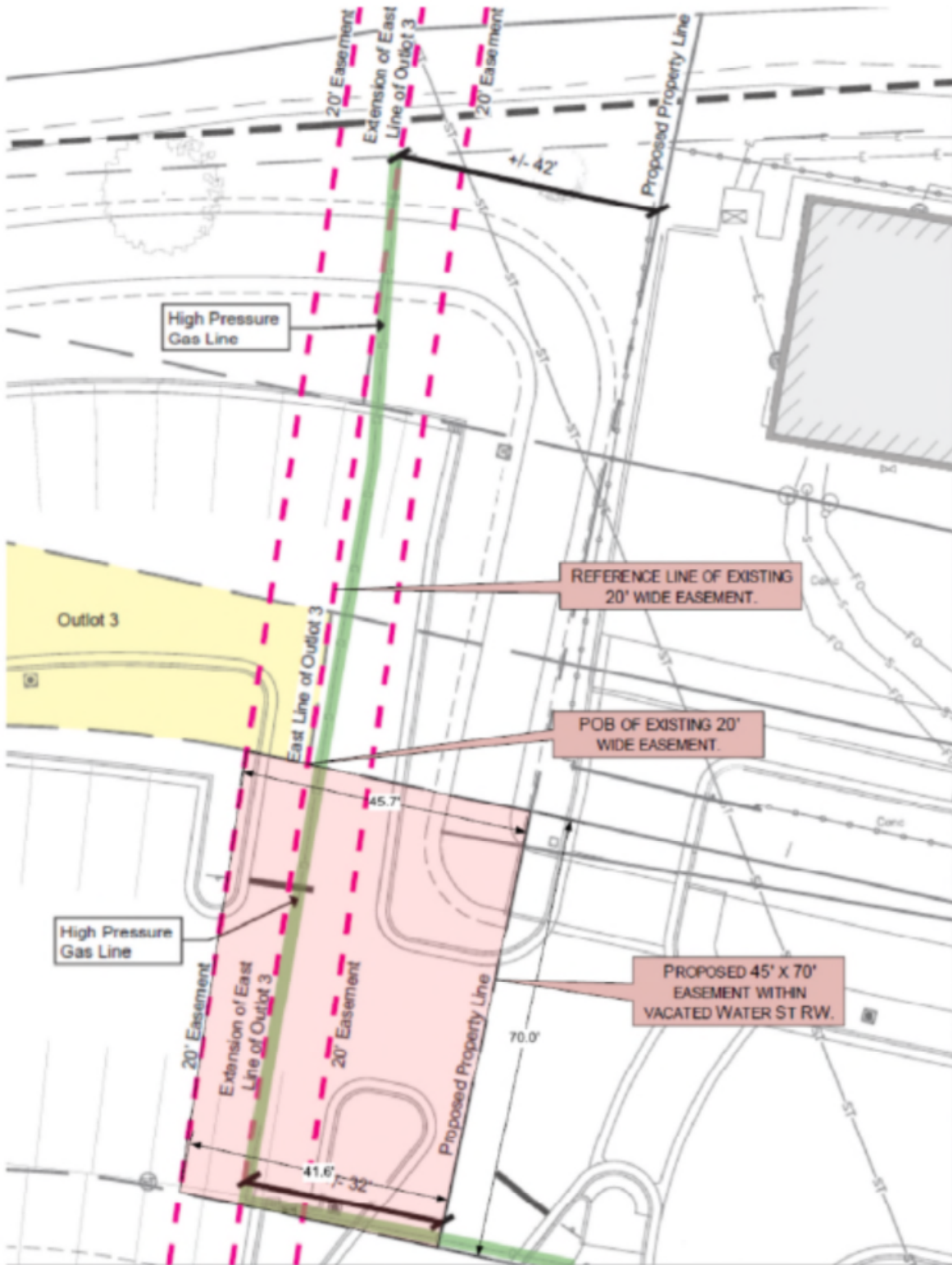
\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_ (SEAL)

This instrument drafted by \*  
Checked by \*

City of Beloit Easement.docx  
June 25, 2020

Project Title:
ERP Activity ID:
Tract No.:
PPN:

Exhibit A  
Easement Area



Gas Line Easement Diagram

April 15, 2020

## EXHIBIT A

Project: Riverbend Stadium

Sheet 1 of 1

Parcel: West portion of Outlot 4 Legal Description of proposed stadium parcel

Being a part of the vacated Water Street of the Plat of Riverbend as recorded as document #1887635 in the Register of Deeds, Rock County, WI, all that part located in Government Lot 7 of Section 35, Township 1 North, Range 12 East, City of Beloit, Rock County, Wisconsin, further described as follows:

Beginning at the southwest corner of Outlot 4 of said Plat of Riverbend; thence South  $77^{\circ}57'10''$  East 35.78 feet along the south line of said Outlot and the north boundary of vacated Water Street; thence South  $12^{\circ}03'49''$  West 70.00 feet to the south boundary of said vacated Water Street; thence North  $77^{\circ}57'10''$  West 44.77 feet along said south boundary; thence continuing southwesterly 2.11 feet along an arc to the left having a radius of 128.00 feet and subtended by a long chord bearing of North  $78^{\circ}25'32''$  West and a distance of 2.11 feet along said south boundary; thence North  $12^{\circ}57'49''$  East 70.02 feet to the south line of said Outlot and north boundary of said vacated Water Street; thence northeasterly 0.99 feet along a non-tangent arc to the right having a radius of 198.00 feet and subtended by a long chord bearing of South  $78^{\circ}05'49''$  East and a distance of 0.99 feet along said north boundary; thence South  $77^{\circ}57'10''$  East 9.01 feet along said north boundary to the point of beginning and having an area of 3,242 square feet, more or less.

Prepared for: Hendricks Commercial Properties  
Prepared by: Mikel Currier

Job No: 2019-0294  
Date: 6/22/20

H:\2019 Projects\2019-0294\Survey\Legal Descriptions\Exhibit A 45'x70' gas esmt lgl.doc