

Memo

To: Village Board

Fr: Trevor Fuller, Director of Planning and Community Development

Re: ACTION RE: EASEMENT AGREEMENT FOR UNDERGROUND PRIVATE UTILITIES BETWEEN THE VILLAGE OF ALLOUEZ AND WISCONSIN PUBLIC SERVICE CORPORATION FOR PARCEL AL-50-10 (1905 S. Webster Avenue) (T. Fuller)

Date: 1 September 2022

Staff has been working with Wisconsin Public Service and the developer for the Velay Apartment project on Webster Avenue regarding the necessary easements to bury the existing overhead utilities. The developer and WPS have both signed off on the attached easement. However, the village needs to approve the easement as the current property owner.

The Village Board is asked to review and approve the presented easement agreement for underground private utilities for parcel AL-50-10.

ELECTRIC UNDERGROUND AND GAS EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **Village of Allouez**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns **Time Warner Cable and ExteNet Systems, LLC** (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lots C & D of Certified Survey Map No. 464,
Recorded in the Brown County Register of Deeds Volume 2
of Certified Survey Maps on Page 229 as Document 648594
and part of Parcel B of Certified Survey Map No. 447
Recorded in the Brown County Register of Deeds Volume 2
of Certified Survey Maps on Page 195 as Document 644539,
being part of Private Claim 14 East side of the Fox River,
Village of Allouez, County of Brown, State of Wisconsin, as shown on the attached Exhibit
"A".

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
AL-50-10

- 1. Purpose: ELECTRIC UNDERGROUND AND GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services; natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

Village of Allouez

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)

)SS

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

Village of Allouez, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____

Print Name _____

Notary Public, State of _____

My Commission expires: _____

This instrument drafted by: Michelle Somers

Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
June 23, 2022	Brown	Village of Allouez	1905 S. Webster Ave	AL-50-10
Real Estate No.	WPSC District	WR#	WR Type	I/O
3300318	Green Bay-10	3310953	ERU	21810456EC

