

Date: Wednesday, February 10, 2016
Time: 5:00 pm
Place: City Hall

PLAN COMMISSION

- A. CALL TO ORDER & ROLL CALL
- B. CORRECTION OF MINUTES
- C. BUSINESS
 - 1. CONDITIONAL USE PERMIT FOR MATTHEW MAU AND BENJAMIN DALEE FOR ARCTIC CAT DEALERSHIP IN NORTH INDUSTRIAL PARK

Individual Requesting Item	Martin Shanks
Expected Length of Discussion	10 Minutes

Documents: [2016-02-04 Arctic Cat Conditional Use Application.pdf](#)

- D. BUSINESS BY MEMBERS
 - May make brief informative statements or bring up items to be discussed at a future meeting.
- E. ADJOURNMENT

This Commission may take any action it considers appropriate related to any item on this agenda.

Requests from person with disabilities who need assistance to participate in this meeting, including need for an interpreter, materials in alternate formats, or other accommodations, should be made to the Office of the City Clerk at (608) 329-2564 with as much advance notice as possible so that proper arrangements can be made.

Member: Mayor/Chairperson William Ross, Vice-Chairperson Nate Klassy, Ronald Spielman, William Bethke, Keith Ingwell, Chuck Schuringa, and Alderperson Charles Koch



Plan Commission Staff Review

Agenda Item:

Conditional Use Permit for Matthew Mau and Benjamin Dalee for Arctic Cat Dealership in North Industrial Park

Review Notes:

At February 2nd's City Council meeting the Council was presented and approved a draft purchase and development agreement that would bring an Arctic Cat Dealership owned and operated by Matthew Mau and Benjamin Dalee to Monroe in the North Industrial Park. Arctic Cat designs, engineers, manufactures and markets snowmobiles, all-terrain vehicles, and side-by-side vehicles; as well as related parts, garments and accessories. The dealership in Monroe will provide sales with a showroom; servicing and repairs; and rentals. Aside from the two purchasers and co-owners, there will be an additional two employees for the business.

As a contingency of the purchase and development agreement the purchasers are required to obtain a Conditional Use Permit from Plan Commission prior to closing on the property. Staff is utilizing the following language from the Zoning Code to apply the Conditional Use label:

- *Retail sales of products manufactured or assembled on the premises, and products incidental thereto.*
- *Other uses similar in character to those specifically set forth as permitted or conditional uses in this chapter.*

Other uses interpreted to be similar in character in the M-3 Zoning Code include:

- *Automotive and light truck sales, servicing and repair. (Permitted)*
- *Trucking operations, including truck terminals, transfer facilities, vehicle maintenance, cleaning and repairing as a component of trucking operations. (Permitted)*

Staff Review:

- Building Inspector/Zoning Administrator (if necessary)
- Engineering Supervisor (if necessary)
- City Attorney (if necessary)
- City Clerk/Director of General Government (if necessary)
- Director of Community Development (required)

Staff Recommendation:

Motion to approve the presented Conditional Use Permit for Matthew Mau and Benjamin Dalee.



City of Monroe

1110 18th Avenue, Monroe, WI 53566

Phone: (608) 329-2533 Fax: (608) 329-2561

CONDITIONAL USE APPLICATION

DATE: 2-4-16

I, (We), the undersigned owner(s) do hereby petition the Plan Commission to grant a Conditional Use to permit (include a statement of use, the extent and area of project)

an Arctic Cat dealership in Monroe. Arctic Cat designs, engineers, manufactures and markets snowmobiles, all-terrain vehicles and side-by-side vehicles as well as related parts, garments and accessories. This dealership will provide sales with a showroom; servicing and repairs; and rentals.

at these premises (address and legal description):

Section 11 of CSM 4844 (Vol. 21, Page 226). Lot 1 - Cont 2.95A being part of the SE 1/4 and SW 1/4 of SE 1/4 exempt

Tax Parcel Number: 50011523

The present zoning classification of the property is: M-3

Petitioner's interest in the requested Conditional Use: _____

I, (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my (our) knowledge and belief.

	PROPERTY OWNER(S)	OWNER'S AGENT
NAME:	<u>Matthew Mau</u> <u>Benjamin Dalee</u>	_____
	(please print)	(please print)
	<u><i>Matthew Mau</i></u> <u><i>Benjamin Dalee</i></u>	_____
	(signature)	(signature)
ADDRESS:	<u>10614 North Rote Road</u> <u>2621 - 3rd Avenue</u>	_____
	<u>Orangeville, IL 61060</u> <u>Monroe, WI 53566</u>	_____
	(City) (State) (Zip Code)	(City) (State) (Zip Code)
PHONE:	<u>608-214-6400</u> <u>608-558-4771</u>	_____

FOR CITY OF MONROE USE ONLY

PLAN COMMISSION RECOMMENDATION:

Ad. 2-5-16

**CITY OF MONROE NORTH INDUSTRIAL PARK
PURCHASE AND DEVELOPMENT AGREEMENT
Matthew Mau and Benjamin Dalee, Purchasers**

This Agreement, entered into as of the February 2, 2016, between Matthew Mau and Benjamin Dalee [the “Purchasers”] and the City of Monroe, a municipality organized under the laws of the State of Wisconsin [the “City”].

RECITALS

Whereas the City has designated the North Industrial Park located in the City north of State Highway 11 and south of Green County Highway DR, an aerial view of which is shown in **Figure 1**, as property which is suitable for commercial and industrial development [the “North Industrial Park”], and,

Whereas pursuant to Section 66.46 [now Section 66.1105] of the Wisconsin Statutes, the City created Monroe Tax Incremental District Number 4 [the “TIF District”] in order to facilitate economic development of lands within the TIF District, and

Whereas the Purchasers wish to acquire a parcel of vacant land about 2.95 acres in size within the TIF District, which parcel is identified on **Figure 1** as the “Development Site” [the “Development Site”], and

Whereas Purchasers plan to construct certain improvements on the Development Site, as more particularly set forth in this Agreement for use as an Arctic Cat dealership with sales, service and rentals [the “Business”], and

Whereas the Monroe Common Council has found that the improvement of the Development Site as proposed by the Purchasers is in furtherance of the City’s goals for the TIF District, and

Whereas the City is willing to sell the Development Site to the Purchasers on the terms and conditions set forth in this Agreement.

Whereas the TIF District has over its life generated insufficient tax increment to pay all project costs incurred within the TIF District and there remains an outstanding debt to the City from the TIF District exceeding \$1,000,000 for Project Costs paid by the City on behalf of the TIF District, payable to the City with interest at the rate of 3% per annum on unpaid principal [the “TIF Debt to the City”];



AGREEMENT

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purchase.** Purchasers shall purchase the Development Site for the sum of \$20,650.00 payable as follows:
 - A. The sum of \$2.95 shall be paid in cash at the closing.

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B. The balance of the purchase price shall be paid on or before January 1, 2017. Interest shall accrue on such balance at the rate of 18 percent per annum computed from the Date of Closing to the date of payment. Notwithstanding the foregoing, as a development incentive, the obligation pursuant to this subparagraph B. shall be deemed to be fully satisfied if the improvements on the Development Site required by paragraph 14 of this agreement are substantially completed when payment is due.

2. **Date of Closing.** This transaction is to be closed at the office of Purchasers' mortgagee or at the office of the City's legal counsel on or before February 29, 2016, or at such other time and place as may be agreed in writing.

3. **Warranties and Representations of the City.** The City hereby warrants the following:

A. **Authority.** The City possesses the full power and authority to enter into this Agreement and to conclude the transaction described herein, and no contract or Agreement to which the City is a party prevents the City from concluding the transaction described herein, nor is the consent of any third party required, other than as specified herein.

B. **Flood Plain.** The Development Site is not located in a flood plain.

C. **Pending Events.** The City has no notice or knowledge of any:

1) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Development Site.

2) Government agency or court order requiring repair, alteration or correction of any existing physical condition of the Development Site.

3) Underground storage tanks or any structural, mechanical, or other defects of material significance affecting the Development Site, including but not limited to the presence of any dangerous or toxic materials or conditions affecting the Development Site.

4) Wetland and shoreland regulations affecting the Development Site.

D. **Executory Contracts or Agreements.** The City is not a party to any lease or other agreement affecting the Development Site that relates to any period beyond the Date of Closing, whether written or oral.

E. **Laws, Regulations & Ordinances.** The City has complied with all laws, regulations, and ordinances applicable to the Development Site to the date of this Agreement.

F. **Litigation.** The City represents and warrants that there is no litigation or proceeding pending to the City's knowledge against or relating to the City, or the City's properties or business that may hinder or prevent consummation of the transaction contemplated by this agreement; nor does the City know or have reasonable grounds to know of any basis of any such litigation or proceeding relative to the City, or the City's properties or business, except any litigation or proceeding disclosed in writing to Purchasers within 10 days following execution of this Agreement by the City.

4. **Warranties and Representations of the Purchasers.** The Purchasers hereby warrant the following:

A. **Authority.** The Purchasers possess the full power and authority to enter into this Agreement and to conclude the transaction described herein, and no contract or agreement to which Purchasers are a party prevents the Purchasers from concluding the transaction described herein, nor is the consent of any third party required to conclude such transaction, other than as specified herein.

Draft - January 28, 2016 @ 10:30 A.M.

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B. **Litigation.** There is no litigation or proceeding pending to the Purchasers' knowledge against or relating to the Purchasers, or the Purchasers' properties or business; nor do the Purchasers know or have reasonable grounds to know of any basis of any such litigation or proceeding relative to the Purchasers, or the Purchasers' properties or business, except any litigation or proceeding disclosed in writing to the City within 10 days following execution of this Agreement by the Purchasers.

5. **Conveyance.** The City shall convey the Development Site by warranty deed, or other conveyance provided herein, free and clear of all liens and encumbrances, excepting: covenants of this agreement, municipal and zoning ordinances, recorded easements for public utilities serving the Development Site, including easement rights created by the Utilities Easement Declaration attached hereto as Exhibit A, recorded building and use restrictions and covenants and general taxes levied in the year of closing, provided none of the foregoing prohibit present use, and the City shall complete and execute the documents necessary to record the conveyance.

6. **Legal Possession.** Legal possession of the Development Site shall be delivered to Purchasers on Date of Closing.

7. **Occupancy.** Occupancy of the Development Site shall be given to Purchasers on the Date of Closing.

8. **Special Assessments.** Special assessments, if any, for work on site actually commenced or levied prior to date of this Agreement, shall be paid by the City. All other special assessments shall be paid by Purchasers.

9. **Title Evidence.** The City shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. The City shall pay all costs of providing title evidence to the Purchasers. The Purchasers shall pay all costs of providing title evidence required by the Purchasers' lender, if any. If requested by the Purchasers, the City shall provide a "gap" endorsement or equivalent gap coverage at the Purchasers' cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, the Purchasers may give written notice that title is not acceptable for closing.

10. **Provision of Merchantable Title.** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to the Purchasers' attorney or the Purchasers not less than 15 days prior to the Date of Closing, showing title to the Development Site as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

11. **Title Not Acceptable for Closing.** If title is not acceptable for closing, the Purchasers shall notify the City in writing of objections to title within 10 days after delivery of the title commitment to the Purchasers or the Purchasers' attorney. In such event, the Closing Date shall be extended for 30 days and the City shall have a reasonable time, but not exceeding 5 days from the Purchasers' delivery of the notice stating title objections, to deliver notice to the Purchasers stating the City's election to remove the objections by the Date of Closing. In the event that the City is unable to remove said objections, the Purchasers may deliver to the City written notice waiving the objections, and the Date of Closing shall be extended accordingly. If the Purchasers do not waive the objections, the Purchasers shall deliver written notice of termination and this agreement shall be null and void. Providing title evidence acceptable for closing does not extinguish the City's obligation to give merchantable title to the Purchasers.

12. **Contingencies.** The obligation of the parties to close the sale of the Development Site to the Purchasers is contingent upon the following:

A. **Council Resolution.** The obligation of the Purchasers to close is contingent upon the City delivering to the Purchasers a duly executed copy of its resolution authorizing the transaction described herein, which resolution shall form a part of this Agreement.

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B. **Electricity and Natural Gas Utility Services.** The obligation of the Purchasers to close is contingent upon the City providing to the Purchasers documentation showing that electric and natural gas distribution lines with sufficient capacity to service connections serving Purchasers' improvements are located immediately adjacent to the Development Site.

C. **Financing Commitment.** The obligation of the City to close is contingent upon the Purchasers delivering to the City a financing commitment or other proof that is satisfactory to the City Attorney demonstrating that the Purchasers are financially able to perform the covenants required by this Agreement.

D. **Zoning.** The obligation of either party to close is contingent upon the Purchasers being authorized to operate the Business on the Development Site under the City's zoning code.

E. **Representations and Warranties Remain Correct.** The representations and warranties made by each party herein shall be substantially correct on the Date of Closing, as though such representations and warranties had been made on the Date of Closing, except to the extent such representations and warranties are affected by transactions contemplated herein or changes occurring in the ordinary course of business.

F. **Failure of Contingency.** If any contingency provided herein shall not be met in whole or in part, then the party for whose benefit such contingency exists may declare this Agreement to be null and void.

13. **Loss/Damage.** If the property is damaged by fire or elements prior to the Date of Closing in an amount of not more than five percent of the selling price, the City shall be obligated to repair the Development Site and restore it to the same condition that it was on the date of this Agreement. If such damage shall exceed such sum, this Agreement may be cancelled at option of Purchasers. Should Purchasers elect to carry out this Agreement despite such damage, Purchasers shall be entitled to the insurance proceeds relating to damage to the Development Site.

14. **Purchasers' Obligations.** Upon closing, the Purchasers shall undertake the following:

A. **Construction of Improvements.** Prior to December 31, 2016, the Purchasers shall construct all improvements on the Development Site contemplated by this agreement.

B. **Paving of Parking Lot.** Within 12 months following the Date of Closing the Purchasers shall install asphalt or concrete paving over the parking lot and the driveway associated with the Purchasers' improvements on the Development Site.

C. **Sidewalks.** Unless a waiver is granted by the City, the Purchasers shall within 12 months following the Date of Closing install a concrete sidewalk according to standard City specifications in the terrace area of 3rd Street North.

D. **Construction Standards.** Each of the improvements required by this subparagraph shall:

1) Be constructed with quality materials and finished in a manner that projects a quality image for the Purchasers and other potential occupants of the North Industrial Park.

2) Be fully landscaped with plantings or other landscaping that have been approved by the City. Approval by the City of such landscaping shall not be unreasonably denied, provided however, the City may require landscaping which will be in keeping with the objective of enhancing the overall image of the North Industrial Park.

3) Be served by a paved driveway and parking area. The Purchasers shall obtain the prior approval of the City for the location, construction and materials used for the driveway and parking area. Approval by the City

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shall not be unreasonably denied, provided however, the City may require construction which will be in keeping with the objective of enhancing the overall image of the North Industrial Park.

E. **Unforeseen Circumstances.** The Purchasers shall not be in default if the construction required by this subparagraph cannot be completed within the time provided due to circumstances beyond the Purchasers’ control, including without limitation, adverse weather conditions which preclude timely completion of construction.

F. **City Right of Access to Development Site.** Purchasers shall permit representatives of the City to have access to the Development Site and any improvements constructed thereon at all reasonable times when the City deems access necessary to insure compliance with the terms and conditions of this Agreement, including but not limited to, access for inspection of all work being performed in connection with the construction of the improvements.

G. **Minimum Fair Market Value of Land and Improvements.** The Purchasers shall achieve and maintain the fair market value of the improved Development Site at the following minimum levels as of January 1 of the year indicated [the “Minimum Fair Market Value”]:

Year	Minimum Fair Market Value	Year	Minimum Fair Market Value
2017	\$295,000.00	2024	\$295,000.00
2018	\$295,000.00	2025	\$295,000.00
2019	\$295,000.00	2026	\$295,000.00
2020	\$295,000.00	2027	\$295,000.00
2021	\$295,000.00	2028	\$295,000.00
2022	\$295,000.00	2029	\$295,000.00
2023	\$295,000.00		

H. **Non-performance Penalty.** If the Purchasers shall fail to achieve the required Minimum Fair Market Value for any year, then the City may impose a Non-performance Penalty.

1) **Maximum Non-performance Penalty.** As used in this Agreement the Maximum Non-performance Penalty for any year shall be the following [the “Maximum Penalty”]:

Year	Maximum Penalty	Year	Maximum Penalty
2017	\$7,700.00	2024	\$7,700.00
2018	\$7,700.00	2025	\$7,700.00
2019	\$7,700.00	2026	\$7,700.00
2020	\$7,700.00	2027	\$7,700.00
2021	\$7,700.00	2028	\$7,700.00
2022	\$7,700.00	2029	\$7,700.00
2023	\$7,700.00		

2) **Computation of Non-performance Penalty.** The Non-performance penalty imposed for any year shall be determined by the following formula:

Maximum Penalty X (1 - (Actual Fair Market Value / Minimum Fair Market Value))

3) **Notice of Non-performance Penalty.** If a Non-performance Penalty shall be due for any year, the City may provide Purchasers with a Notice of Non-performance Penalty setting forth a calculation of the amount of the Non-performance Penalty [the “Notice of Non-performance Penalty”].

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4) **Payment of Non-performance Penalty.** Commencing with the 2017 calendar year, and for each year thereafter until termination of this agreement, the Purchasers shall pay to the City the amount of any Non-performance Penalty for which the City has provided the Purchasers with a Notice of Non-performance Penalty. Payment of the Non-performance Penalty shall be in a single installment due on or before a date 15 days following delivery of the Notice of Non-performance Penalty. Purchasers' payments shall be made to a segregated fund maintained by the City for property originally located in the TIF District.

5) **Interest on Unpaid Non-performance Penalty.** If the City has delivered the Notice of Non-performance Penalty, then in addition to the principal amount of the Non-performance Penalty, the Purchasers shall pay the City interest at the rate of 18.0% per annum, computed on the principal amount of the Non-performance Penalty, from a date 15 days following delivery of the Notice of Non-performance Penalty.

6) **Security for Performance.** To secure performance of the covenants of this agreement the Purchasers shall deliver to the City at the closing a State Bar of Wisconsin Form 6-L Mortgage, properly executed and in a form suitable for recording [the "Mortgage"]. The Mortgage shall secure payment of the unpaid amount of any Non-performance Penalty or any other amount due the City pursuant to this agreement and any interest and costs charged to Purchasers pursuant to this Agreement. Upon demand, the City shall from time to time subordinate the lien of the Mortgage to the lien of a mortgage or other security given or to be given to a commercial lender who either has extended financing to Purchasers or proposes to extend financing to Purchasers for purposes which are directly related to construction of improvements on the Development Site or operation of the Business. Notwithstanding the foregoing, the City shall not be required to subordinate the lien of the Mortgage in any amount which leaves less than 20% of the fair market value of the Development Site and any improvements placed thereon by the Purchasers reachable by the lien of the mortgage.

7) **Release of Mortgage.** Upon termination of this agreement the City shall satisfy the Mortgage, provided that all Non-performance Penalties or other sums due pursuant to this agreement, including interest have been paid in full.

8) **Costs and Reasonable Fees.** If Purchasers shall fail to pay any Non-performance Penalty within 15 days following delivery of the Notice of Non-performance Penalty, or fail to perform any other covenant of this agreement within 90 days following delivery of a notice of such non-performance from the City, then the City may commence proceedings to foreclose the Mortgage and the Purchasers agree to pay, in addition to all other sums due the City, all costs and expenses of any legal proceeding, plus a reasonable sum as attorney's fees for foreclosure of the Mortgage.

9) **No Waiver.** Failure of the City to provide Purchasers with any notice required by this agreement or otherwise enforce payment in one or more years shall not be deemed a waiver of the right to enforce payment at a later time, together with interest and any costs or attorney's fees due pursuant to this agreement.

15. **Termination.** This Agreement shall terminate upon the occurrence of any one or more of the following events:

A. Upon the latter of dissolution of the TIF District or full payment of the TIF Debt to the City. For the purpose of this agreement, the TIF Debt to the City shall not be deemed satisfied if the TIF District is dissolved when there remains an outstanding unpaid balance thereof.

B. On December 31, 2030.

16. **No Arms Length Transaction.** The Purchasers and the City each acknowledges that Purchasers' acquisition of the Development Site is not the product of an arms-length transaction and the Purchase Price for the Development Site does not reflect the actual fair market value for the Development Site. Neither the Purchasers nor the City shall use the Purchase Price as evidence of fair market value in any judicial or quasi-judicial proceeding where the fair market value of the Development Site is at issue.

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17. **Notices.** Notices required by this Agreement shall be sent to the respective parties at the addresses set forth below. The place of notice may be changed by appropriate registered or certified mailing to the parties at the following addresses:

Notice to Purchasers:

Matthew Mau
10614 North Rote Road
Orangeville, Illinois 61060

Notice to City:

Carol J. Stamm
City Clerk
City of Monroe
1110 18th Avenue
Monroe, Wisconsin 53566

18. **Assignment.** This agreement may be assigned by either party, but only if the assignee executes an instrument expressly assuming liability for the covenants of the assignor pursuant to this agreement. The assignment shall not release the assignor from liability for performance of the covenants of this agreement.

19. **Choice of Law.** This Agreement shall be governed by and construed under the laws of the State of Wisconsin.

20. **Paragraph Headings.** The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of the Agreement or any section thereof.

21. **Severability.** If any provision of this Agreement is held to be unenforceable, in whole or in part, by a court of competent jurisdiction, the remaining provisions, or portions thereof, shall not be affected thereby and effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable.

22. **Binding Effect.** This Agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the parties hereto.

In Witness Whereof, the parties have hereunto set their hands and seals as of the date first above written.

CITY OF MONROE

By: _____ [Seal]
William M. Ross Jr., Mayor

By: _____ [Seal]
Philip Rath, City Administrator

Countersigned: _____
Bridget Schuchart, Comptroller

_____ [Seal]
Matthew Mau

_____ [Seal]
Benjamin Dalee

Draft - January 28, 2016 @ 10:30 A.M.

An Easement is hereby created upon the following described real estate located in the City of Monroe, County of Green, Wisconsin [the "Realty"]:

That part of Lot 1 of Certified Survey Map No. 4844 recorded in Vol. 21 of Certified Survey Maps of Green County, Wisconsin, on Pages 226-228 described as follows:

Corridor A: A corridor 15' wide lying between the north boundary of such Lot 1 that abuts the right-of-way of 3rd Street North and the line identified by the symbol "— • • —".

Corridor B: A corridor 25' wide lying between the south boundary of such Lot 1 that abuts the right-of-way of State Trunk Highway 11 and the line identified by the symbol "— • • —".

1. **Corridor A Rights.** Within Corridor A the easement rights shall be to construct, test, maintain, inspect, operate, replace, change, abandon in place, or remove, underground utilities, including natural gas lines, electric power lines, telecommunications lines, public sewer mains or public water mains, and associated appliances, equipment, manholes, or markers.

2. **Corridor B Easement Rights.** Within Corridor B the easement rights shall be to construct, test, maintain, inspect, operate, replace, change, abandon in place, or remove public sewer mains or public water mains, and associated appliances, equipment, manholes, or markers.

3. **Restoration.** Upon completion of any work pursuant to the rights granted by this instrument the utility performing the work shall restore the surface of the Realty to its condition prior to construction. If the title holder's landscaping or paving improvements, whether within or outside the Realty, are damaged by any subsequent work the utility performing such work shall return them to their pre-work condition.

4. **Rights and Responsibilities of Title Holder.** The title holder of the Realty, and the successors and assigns of the title holder, shall have the right to utilize and enjoy the Realty providing the same shall not interfere with the rights created by this instrument. No structures shall be erected or placed on the Realty and the public utility performing work within the Realty shall not be liable for their removal if they are so placed.

5. **Easement to run with the Land.** This easement shall run with the land and shall be binding on and shall inure to the benefit of the City of Monroe and its successors or assigns.

Dated this ____ day of February, 2016.

CITY OF MONROE

By: _____
William M. Ross Jr., Mayor

By: _____
Philip Rath, City Administrator

AUTHENTICATION

Signature of William M. Ross Jr. and Philip Rath authenticated this ____ day of February, 2016.

This instrument was drafted by
Rex A. Ewald
Voegeli, Ewald & Bartholf Law Offices, S.C.
P.O. Box 56
Monroe, Wisconsin 53566
(608) 328-2000

Rex A. Ewald
TITLE: MEMBER STATE BAR OF WISCONSIN

Name and Return Address
Rex A. Ewald
Voegeli, Ewald & Bartholf Law Offices, S.C.
1750 10th Street
Monroe, Wisconsin 53566

23-251 5001.1523
Parcel Identification Number (PIN)
This is not homestead property

Draft - January 28, 2016