



Meeting Date: 2/14/2011  
Agenda Item: 6b

**Mission Statement**  
Provide quality services in a modern, courteous and cost-efficient manner.

### VILLAGE BOARD MEETING STAFF REPORT

**REPORT TO:** President Burt McIntyre & Village Board of Trustees **REVIEWED BY**  
**REPORT FROM:** Geoffrey S. Farr, PE., Director of Public Works PSB  
**AGENDA ITEM:** Review and take action on a permanent gas pipeline easement on the Village Green Golf Course for Wisconsin Public Service Corporation.  
**ACTION REQUESTED:** \_\_\_Ordinance \_\_\_Resolution  Motion \_\_\_Receive/File

**POLICY ISSUE**

Should the Village Board approve the permanent gas easement?

**RECOMMENDED ACTION BY VILLAGE BOARD**

Village Staff recommends that the Village Board approve the easement.

If the Village Board were in favor of this policy action, the following motion may be made:

***“Motion to approve the Wisconsin Public Service Corporation permanent gas pipeline easement on the Village Green Golf Course”.***

**POLICY ALTERNATIVE(S)**

The Village Board could take the following actions:

- Approve the easement allowing WPSC to relocate their facilities as needed for the STH 29 reconstruction project.
- Not approve the easement and delay the relocation work.

**STRATEGIC PLAN RELEVANCE:**

Economic Vitality:	<u>Yes</u>
Accountable/Efficient Gov't:	<u>Yes</u>
Enhance Gov't Partnerships:	<u>Yes</u>
Environmentally Friendly:	<u>N/A</u>

**STRATEGIC PLAN SYNOPSIS:**

The Village should support intergovernmental and utility efforts to make important highway corridor improvements that will attract regional business and residential development.

**POLICY REFERENCE**

Wisconsin Statutes: N/A

Howard Municipal Code: N/A

Policies & Procedure Manual: N/A

**KEY METRIC SYNOPSIS**

WPSC needs to relocate their facilities as required by DOT reconstruction project.

**FINANCIAL INFORMATION**

**FISCAL IMPACT:**

- 1. Is There A Fiscal Impact? N/A
- 2. Is it Currently Budgeted? N/A
- 3. If Budgeted, Which Line? N/A

**FISCAL SYNOPSIS:**

The total purchase price offered to the Village is \$127,740. This is the same price per acre that the DOT offered to purchase Right of Way from AMS Lot #5 previously as part of the highway project.

**PRIOR ACTION/REVIEW**

Staff has previously provided several verbal reports regarding various stages of planned DOT construction on STH 29, USH 41 and Riverdale Drive.

**BACKGROUND INFORMATION**

This property is owned by the Village of Howard. Staff has reviewed the easement and has no concerns regarding this easement. The easement has restrictions that provide that that WPSC has to maintain the easement in a condition appropriate for a golf course following construction and any future maintenance activities. Further, the easement allows the Village to continue its golf activities in the easement area including area of play, fairways, greens, tees, bunkers, irrigation, and minor excavation and grading etc. Approving the attached easement will allow WPSC to relocate its facilities as required by the DOT.

The proceeds from the easement could be utilized to improve golf course equipment and facilities. As an example, the Village has planned to purchase a greens mower and a fairway mower in 2011 and 2012. In addition, for example, the club house may need some kitchen improvements.

Approval of this easement is time sensitive as WPSC wishes to begin work very soon. The goal is to have the new pipeline installed on Lot #5 and across the Village Green Golf Course before golfing begins in late March, 2011. The gas main needs to be functional by approximately June 1 in time for DOT construction activities.

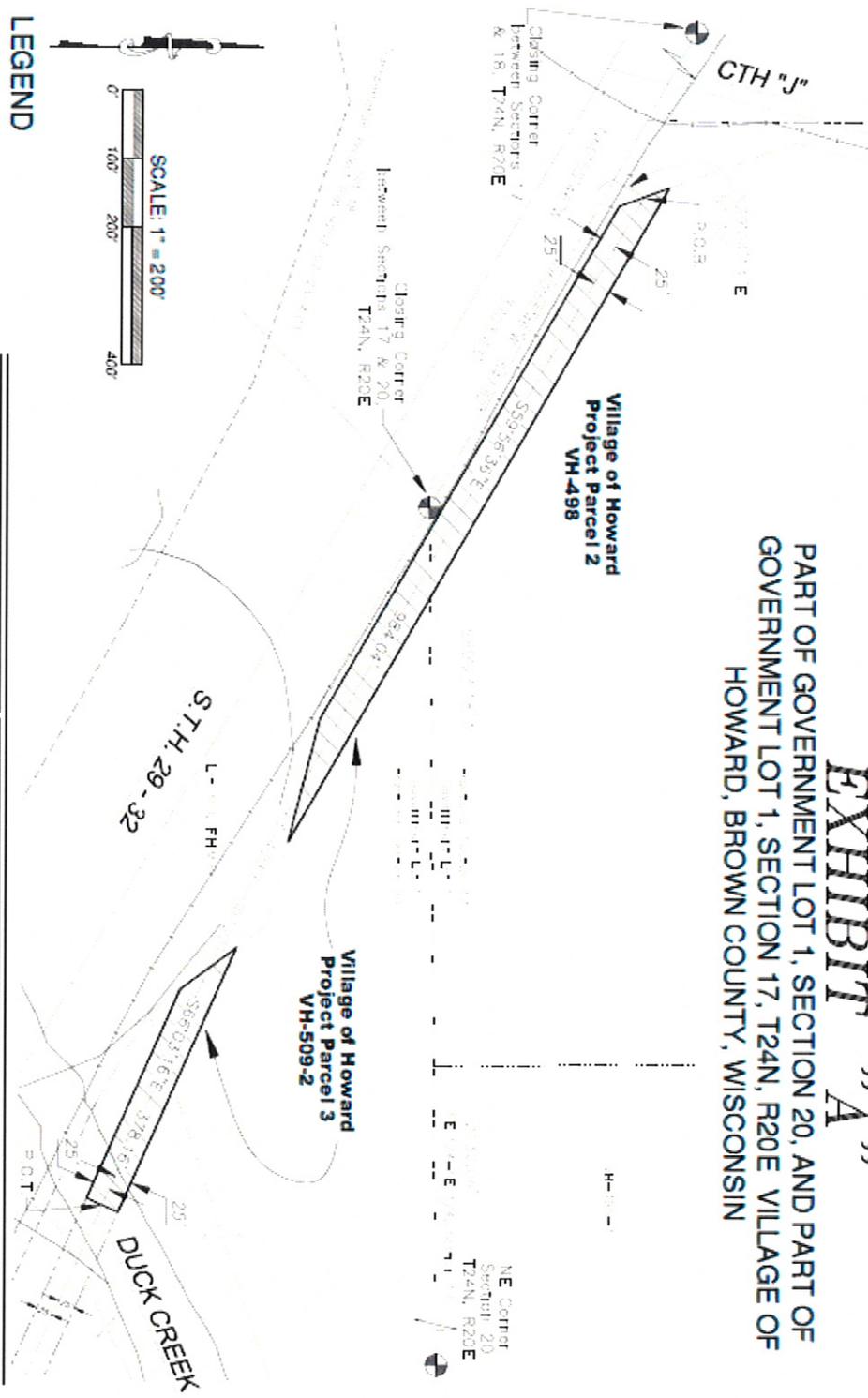
**ATTACHED INFORMATION**

- I. Area map
- II. Gas easement drawing Exhibit A
- III. Offer to Purchase
- IV. Easement



# EXHIBIT "A"

PART OF GOVERNMENT LOT 1, SECTION 20, AND PART OF  
GOVERNMENT LOT 1, SECTION 17, T24N, R20E VILLAGE OF  
HOWARD, BROWN COUNTY, WISCONSIN



**LEGEND**

- P.O.B. Point of Beginning
- P.O.T. Point of Termination
- Recorded County Monument
- Permanent Easement = 1.564 Acres

Prepared By:

**integrus** INTEGRUS BUSINESS  
STEPHEN, LLC  
STURTEVANT GROUP

For:

**Wisconsin Public Service Corporation**

700 North Adams Street  
P.O. Box 18001  
Green Bay, WI 54307-9001  
Phone: 920-408-7260

**Attachment III**

Village of Howard

Highway 29 Gas Line  
Parcels 2 and 3

PAYMENT OFFER FOR GAS PIPELINE EASEMENT

Wisconsin Public Service Corporation (WPSC) offers to make a payment to the Village of Howard for the granting of a gas pipeline easement across the property described below:

Part of Government Lot 1, Section 17, and part of Government Lot 1, Section 20, T24N, R20E, Village of Howard, Brown County, Wisconsin.

All that part of the Grantor's property lying 25.00 feet on each side of the easement reference line described below.

Commencing at the closing corner between Sections 17 and 20, T24N, R20E; thence N60°55'46"W, 547.52 feet along the south line of Government Lot 1, Section 17; thence N29°04'14"E, 51.35 feet to the easterly right of way line of C.T.H. "J" / Riverdale Drive, the POINT OF BEGINNING of the easement reference line; thence S59°56'36"E, 984.04 feet along the easement reference line to the northerly right of way line of S.T.H. 29-32; thence S63°14'23"E, 307.22 feet to the northerly right of way line of S.T.H. 29-32 and the easement reference line; thence S66°03'16"W, 378.16 feet along the easement reference line to the POINT OF TERMINATION.

The sidelines of said 50.00 foot wide easement extend and shorten to intersect with the right of way lines of S.T.H. 29-32 and C.T.H. "J" / Riverdale Drive.

As shown on Exhibit A.

Said parcel (permanent easement) contains 68,110 square feet or 1.564 acres.

This offer is based on the sale of part of Parcel VH-727-105 to the Wisconsin Department of Transportation.

Land

68,128 square feet x \$2.50 x 0.75 = \$127,740

Based on that calculation the offering price is **\$127,740**

Offer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Douglas E Mathys – WPSC

Accepted

Date: \_\_\_\_\_

\_\_\_\_\_

**Attachment IV**

Highway 29 Gas Line Parcels 2 and 3	DOCUMENT NUMBER
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**GAS PIPELINE EASEMENT**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between VILLAGE OF HOWARD a Wisconsin Municipal Corporation, hereinafter called "Grantor" for (\$ \_\_\_\_\_) to it paid by WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin Corporation, hereinafter called "Grantee", receipt whereof is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the perpetual right, permission, authority, privilege and easement, to lay, maintain and use for the distribution and/or transmission of natural gas in a line laid under and along certain easement areas as shown below, or on attached Exhibit "A" on land owned by said Grantor in the Village of Howard, County of Brown, State of Wisconsin, described as follows, to-wit:

Recording Data

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

Parcel Identification Number (PIN)  
VH-498, & VH-509-2

Part of Government Lot 1, Section 17, and part of Government Lot 1, Section 20, T24N, R20E, Village of Howard, Brown County, Wisconsin.

All that part of the Grantor's property lying 25.00 feet on each side of the easement reference line described below.

Commencing at the closing corner between Sections 17 and 20, T24N, R20E; thence N60°55'46"W, 547.52 feet along the south line of Government Lot 1, Section 17; thence N29°04'14"E, 51.35 feet to the easterly right of way line of C.T.H. "J" / Riverdale Drive, the POINT OF BEGINNING of the easement reference line; thence S59°56'36"E, 984.04 feet along the easement reference line to the northerly right of way line of S.T.H. 29-32;

thence S63°14'23"E, 307.22 feet to the northerly right of way line of S.T.H. 29-32 and the easement reference line; thence S66°03'16"W, 378.16 feet along the easement reference line to the POINT OF TERMINATION.

The sidelines of said 50.00 foot wide easement extend and shorten to intersect with the right of way lines of S.T.H. 29-32 and C.T.H. "J" / Riverdale Drive.

As shown on Exhibit A.

Said parcel (permanent easement) contains 68,110 square feet or 1.564 acres.

The Grantee does herewith agree to the following conditions and privileges granted herein:

1. To pay, in addition to the consideration paid for this easement, for any and all damages to said premises occurring at any time in exercising the rights acquired herein. Damage payments shall not include trees growing within the right-of-way, or branches of trees growing outside the right-of-way that are encroaching within the right-of-way.

2. That it will refill the trench in which said pipe is laid, promptly and properly tamp the same and restore the surface of the ground, and if the Grantee shall at any future time open said trench for the purpose of repairing, renewing or removing said pipe, it will, as soon as said work is done, restore the surface of the ground and that all work performed by the Grantee on said land will be performed in a proper work-manlike manner, and that during the progress of the work, the Grantee will properly safeguard said trench.

3. That it will construct the line as specified in PSC135 of the Wisconsin Administrative Code and the Wisconsin Gas Code.

4. That the Grantor continues to have the right to utilize the area within the proposed easement for existing and future golf course uses including but not limited to: area of play; landscaping including planting of trees, grass, and shrubs, fairways, greens, rough and bunkers; grading, excavation and filling up to 3' below existing land elevations (bunkers / irrigation etc); irrigation installations, etc as determined by the Village of Howard. WPS shall be maintain the easement in a condition in keeping with a manicured golf course following any gas related maintenance or installation activities. Prior to any excavation or the planting of trees and shrubs Grantee will notify Grantor per Paragraph

The Grantor does grant to the Grantee the following rights and privileges as follows:

1. The right to enter upon the easement described above for the purpose of laying, patrolling, repairing, renewing, or removing said pipe and to do any and all other such acts as necessary in the proper installation, maintenance, safeguarding and operation of said pipe.

2. The right to go upon the Grantor's property outside of the easement right-of-way for the purpose of gaining access to the right-of-way in the event direct access to the right-of-way is not possible. The Grantee shall notify the Grantor, when possible, before going upon the Grantor's property, except in the event of an emergency.

3. The right, from time to time, to control all brush and trees within the easement and right-of-way area by cutting, trimming, chemically treating and/or other means as determined by the Grantee.

The Grantor does herewith further agree:

1. That within the limits of the easement, it will not construct any building or allow any improvement to be placed. This agreement is to insure the conformance of the use of the easement with the Wisconsin Gas Safety Code and the Grantee's construction standards. The said Grantor further agrees that all costs incurred through the relocation of the Grantee's facilities to avoid such buildings, or other improvements, or to obtain proper depth of land cover shall be borne by the Grantor. The Grantor continues to have the right to utilize the area within the proposed easement for existing and future golf course uses including but not limited to: area of play; landscaping including planting of trees, grass, and shrubs, fairways, greens, rough and bunkers; grading, excavation and filling up to 3' below existing land elevations (bunkers / irrigation etc); irrigation installations, etc as determined by the Village of Howard. WPS shall maintain the easement in a condition in keeping with a manicured golf course following any gas related maintenance or installation activities. Prior to any excavation or the planting of trees and shrubs Grantee will notify Grantor to insure they are in compliance with the Wisconsin gas Safety Code.

2. In the event any improvement or installation made by the Grantee in the area of the easement described herein shall be damaged or destroyed through the act or neglect of Grantor, Grantor's successor in title, agent, employee and/or any party in possession of the real property subject to the easement herein granted, as the case may be, the Grantor shall reimburse the Grantee to the full extent of the Grantee's total cost of repair or replacement of said damage.

3. Any statute of limitations applicable to Clause #2 shall begin to run only when the Grantee reasonably could have discovered the damage.

Grantee hereby agrees to hold Grantor harmless from any damages caused due to the installation, operation or maintenance of the Sewage Facilities installed and against any and all suits and damage costs and expenses including attorney's fees, resulting from any suit, action or claim based on bodily injury, including death, or property damage arising out of or based upon Grantee's use, occupancy or presence upon Grantor's lands in connection with or in pursuance of Grantee's rights under this agreement.

This agreement shall be binding on the parties hereto, and their heirs, personal representatives, successors and assigns.

The parties agree and understand that certain parts of this form of easement may not be appropriate to the particular circumstances as concerns the Grantor's property and that certain clauses may have been deleted in order to conform the form to the particular circumstances and that this document is executed in duplicate, the Grantee's copy having been recorded and the Grantor's copy having been retained by the Grantor.

