

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

IN ACCORDANCE with the provisions of Chapter 19, Subchapter IV of the Statutes of the State of Wisconsin, notice is hereby given that a public meeting of the:

Board of Public Works: XXX

Reasonable accommodations for participation by individuals with disabilities will be made upon request. Please call 715-726-2736.

Will be held on **Monday, January 22, 2024 at 5:30 P.M. in the City Hall Council Chambers,** Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

NOTE: If you are a board member and unable to attend this meeting, please contact the Engineering Dept. at 726-2736.

1. Approve the minutes of the January 8th, 2024 Board of Public Works meeting. (Attachment)
2. Consider naming of private driveway at Hope Village property to Hope Village Way. (Attachment)
3. Consider Easement from Xcel Energy for installation of poles for electrical distribution along E Park Avenue. (Attachment)
4. Review and consider release of easement from Nick Rooney at Heartland Contractors Inc. (Attachment)
5. Adjournment.

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.

Please note that attachments to this agenda may not be final and are subject to change.
This agenda may be amended as it is reviewed.

CERTIFICATION

I hereby certify that a copy of this Notice was emailed to the Chippewa Herald, posted on the 1st floor of City Hall and on the City Hall Bulletin Board on Thursday, January 18, 2024 at 1:00 PM by Brandon Cesafsky.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, January 8, 2024 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, January 8, at 5:30 PM. Attending were Mayor Greg Hoffman, Vice-President Tom Hubbard, Director of Public Works Brandon Cesafsky, and Finance Manager Lynne Bauer. Absent was Alderperson Jason Hiess. Also attending was City Engineer Bill McElroy.

1. **Motion** by Hubbard, seconded by Bauer to approve the minutes of the December 11th, 2023, Board of Public Works meeting. **All present voting aye, MOTION CARRIED.**

2. Bill McElroy gave background on the intent to levy special assessments for Bryant Street, Howard Street, Garden Street, and Warren Street. This included information on work involved for each of the streets.
Motion by Hubbard, second by Hoffman to recommend the Common Council approve a resolution declaring intent to levy special assessments for Bryant, Howard, Garden, and Warren Street. All present voting aye. **MOTION CARRIED**

3. Consider 2024 Special Assessment Rates. City Engineer Bill McElroy gave background on the proposed rates regarding the 2024 Special Assessment Rates. A short discussion was held on the increases and history of the rates.
Motion by Hubbard, second by Bauer to recommend the Common Council approve a resolution regarding the 2024 Special Assessment Rates . All present voting aye. **MOTION CARRIED**

4. Consider rate for Special Charges for alley surfacing. City Engineer Bill McElroy gave the background on the proposed rate for alley surfacing. Mayor Hoffman asked if these were updated yearly and McElroy responded by saying yes, and alleys are often done by petition and rates are updated each year in case any new petitions are submitted.
Motion by Hoffman, second by Hubbard to recommend Common Council approve the resolution regarding special charges for alley surfacing and the proposed rate of \$11.20 per front foot abutting the alley. All present voting aye. **MOTION CARRIED**

5. Consider change to Chippewa Falls Municipal Code Ordinance 7.031 to include a stop sign for northbound Lowater Rd traffic at Lakeview Dr. City Engineer Bill McElroy provided supporting document and background on the intersection. A brief discussion was had about the traffic flow within the intersection.
Motion by Cesafsky, second by Hubbard to recommend Common Council approve change to Chippewa Falls Municipal Code Ordinance 7.031 to include a stop sign for northbound Lowater Rd traffic at Lakeview Dr. All present voting aye. **MOTION CARRIED**

6. Adjournment
Motion by Hubbard, seconded by Bauer to adjourn. All present voting aye. **MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:58 P.M.

Brandon Cesafsky
Secretary, Board of Public Works

2.

The goal and intent of Hope Village is to be able to name their private driveway to Hope Village Way. This will allow them to install covered community mailboxes at each of the units. The city inspector needs to assign street addresses to the property's before a request can be submitted to the post office for delivery set up.

Public Works Department will be looking for recommendation to draft up a resolution naming the private driveway to Hope Village Way. This naming shall come with the understanding and agreement that all maintenance of this driveway remains the responsibility of the property owner including but not limited to utilities, signs, snow removal, and maintenance.



PIN: 22908-3241-70729001 Computer Number: 211-4523
 Owner Name: HOPE VILLAGE-TINY HOUSING
 Owner Address: 1825 KENNEDY RD
 Owner Address: CHIPPEWA FALLS WI, 54729
 Physical Address: 1825 KENNEDY RD CHIPPEWA FALLS 54729
 GIS Acres: 0.6 Deed Acres: 0.5
 School Code: 1092
 Assessed Value: 0 Fair Market Value: 353900
 Description: NE SE SEC.32 & NW SW SEC.33 LOT 1 OF CERT SUR MAP #729 IN V2 P266
 DOC #464476



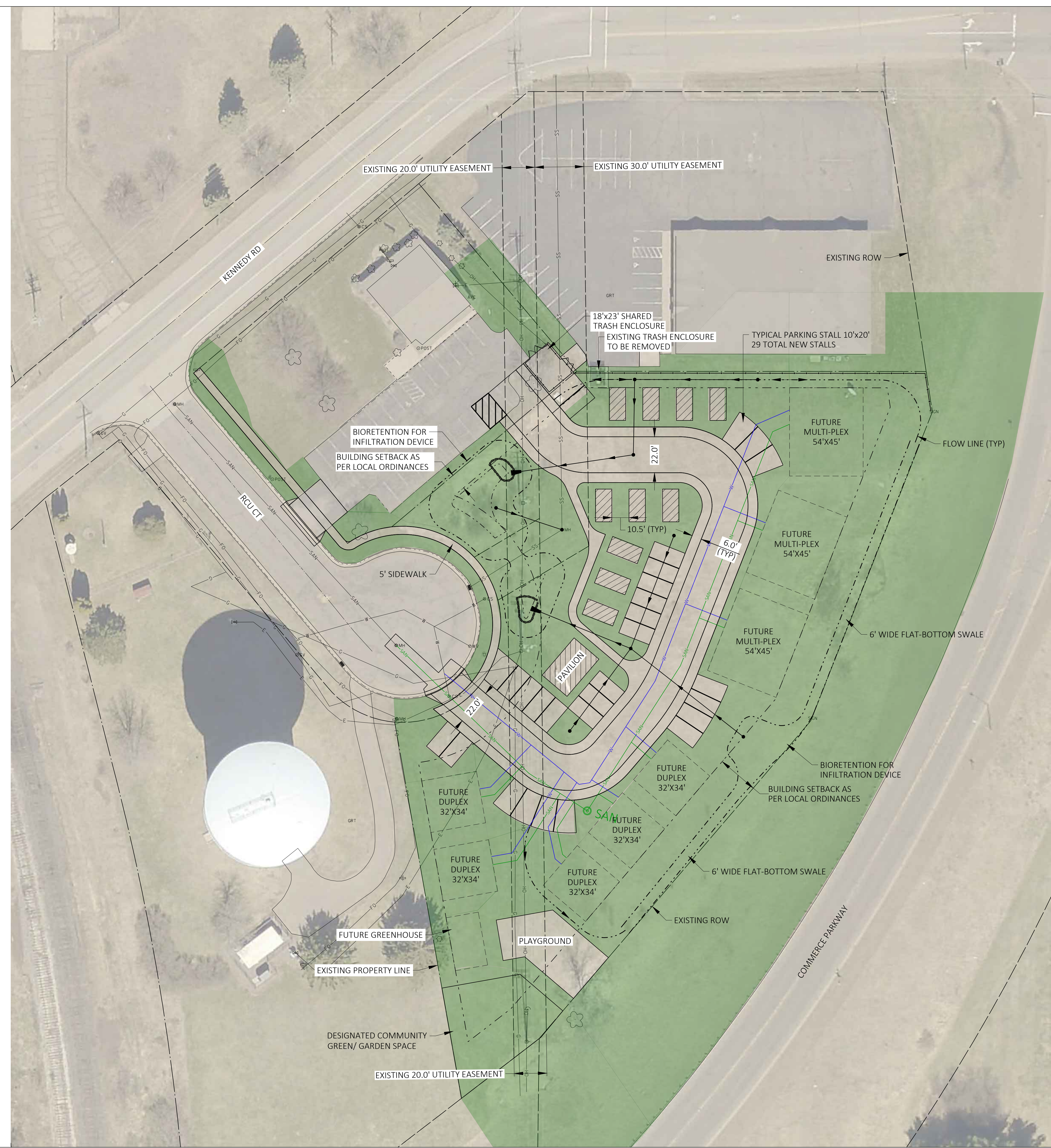
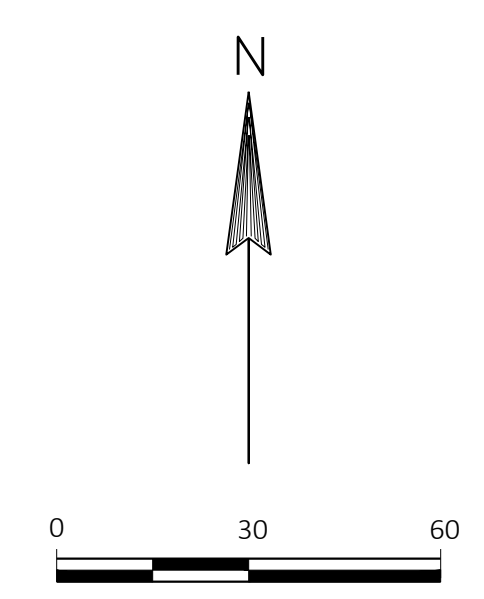
Scale = 1":86'
 Printed 12/05/2023

Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.

LEGEND

- RIGHT OF WAY
- PROPERTY LINE
- EXISTING WATER
- SAN- EXISTING SANITARY
- C- EXISTING GAS LINE
- E- EXISTING ELECTRICAL LINE
- OH- EXISTING OVERHEAD UTILITY
- SS- EXISTING STORM SEWER
- ~ EXISTING TREELINE
- PROPOSED WATERMAIN
- SAN- PROPOSED SANITARY
- E- PROPOSED ELECTRICAL
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER DRAIN/MH
- ▨ PROPOSED 10'x20' "TINY HOME"

NOTE:
 CONTRACTOR TO VERIFY EXISTING TOPOGRAPHY AND
 EXISTING UTILITY LOCATIONS. CONTRACTOR TO
 CONTACT ENGINEER TO RESOLVE ANY DISCREPANCIES.



HOPE VILLAGE
 CHIPPEWA FALLS, WI
 SITE PLAN

Issue:

Date	Issued for

Revisions:

Mark	Date	Issued as
△		
△		
△		
△		
△		
△		
△		

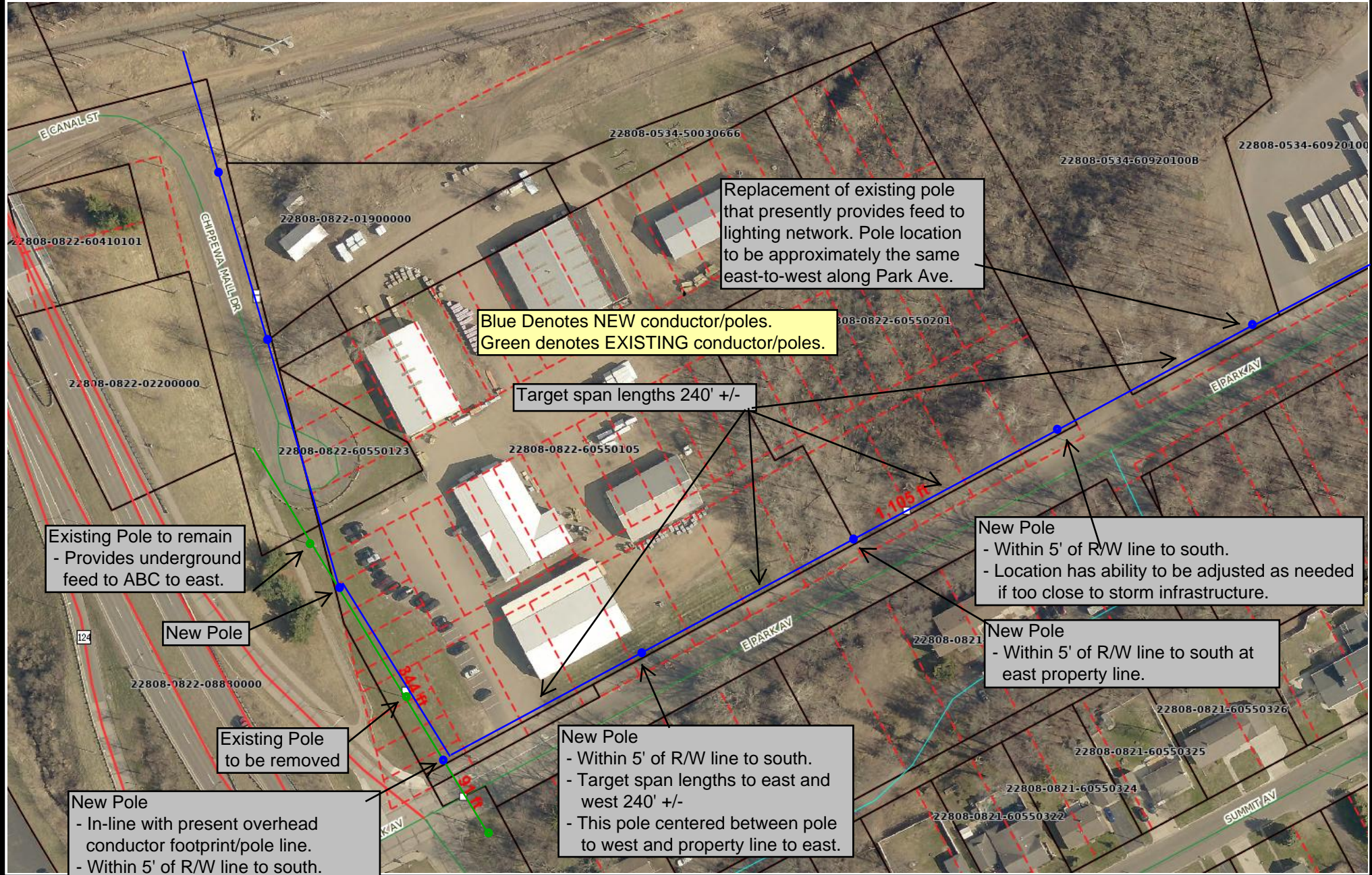
Designed by:
 BTN
Drawn by:
 BTN
Project Number:
 HOPEV20001

Sheet Number:
C
101

Map 3.

Printed 01/26/2023

Scale = 1:135'



Replacement of existing pole that presently provides feed to lighting network. Pole location to be approximately the same east-to-west along Park Ave.

Blue Denotes NEW conductor/poles.
Green denotes EXISTING conductor/poles.

Target span lengths 240' +/-

Existing Pole to remain
- Provides underground feed to ABC to east.

New Pole

New Pole
- Within 5' of R/W line to south.
- Location has ability to be adjusted as needed if too close to storm infrastructure.

New Pole
- Within 5' of R/W line to south at east property line.

Existing Pole to be removed

New Pole
- Within 5' of R/W line to south.
- Target span lengths to east and west 240' +/-
- This pole centered between pole to west and property line to east.

New Pole
- In-line with present overhead conductor footprint/pole line.
- Within 5' of R/W line to south.
- Down guy and anchor to west of pole to Property Corner/RW line.

This map is a compilation of records as they appear in the Chippewa County Offices covering the area shown and is to be used only for reference purposes.

**ELECTRICAL OVERHEAD DISTRIBUTION
AND
ELECTRICAL UNDERGROUND DISTRIBUTION
EASEMENT**

Name: City of Chippewa Falls

The undersigned, hereinafter referred to as "Grantor", hereby grants to Northern States Power Company, a Wisconsin corporation, hereinafter referred to as "NSP", this Electrical Overhead Distribution and Electrical Underground Distribution Easement ("Easement") as set forth below.

RECITALS

A. Grantor owns real property in Chippewa County, Wisconsin described as follows:

See Exhibit A attached hereto and made part of

(the "Property")

B. NSP wishes to locate within the Property the facilities described as follows:

Towers, structures, poles, crossarms, cables, wires, guys, supports, conduits, vaults, pedestals, manholes, fixtures, devices, and other facilities and appurtenances necessary for the purposes of conducting electric energy, light, and communication impulses.

(the "Facilities")

C. Grantor agrees to grant to NSP, its successors and assigns, the right, privilege and easement to construct, operate, maintain, use, rebuild or remove the Facilities in, over, under, upon, across, and through the following described portion of the Property:

See Exhibit A attached hereto and made part of

(the "Easement Area")

1. Easement. In consideration of the foregoing Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to NSP a perpetual, non-exclusive easement to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, mark, improve, enlarge, and maintain the Facilities described above within the Easement Area. Grantor also grants to NSP the full right and authority to (1) reasonably access the Easement Area and the Facilities over and across the Property for the purpose of maintaining, replacing and constructing the Facilities; (2) the reasonable temporary use by NSP of the Property adjacent to the Easement Area during construction, repair or replacement of the Facilities; and (3) cut, remove, prune or otherwise control, all trees, brush and other vegetation on or overhanging the Easement Area or located outside of the Easement Area which by falling might interfere with or endanger the Facilities.
2. Grantor's Responsibilities. Grantor agrees that it will not perform any act on the Easement Area which will interfere with or endanger the Facilities. Grantor shall not locate any structure or obstruction, nor plant any trees, shrubs, bushes or plants of any kind, nor change the ground elevation within the Easement Area without the express written consent of NSP.
3. Restoration. After installation of the Facilities or after the exercise of any of the rights granted herein, NSP agrees to restore the Property and the Easement Area to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from the use of the Property and the Easement Area.

RETURN TO: NSP

Siting & Land Rights, Dawn Schultz
1414 W. Hamilton Ave., PO Box 8
Eau Claire WI 54702-0008

**PIN: 22808-0822-60550201 and
22808-0534-60920100B and 22808-0543-50020400**

4. Ownership of Property. Grantor covenants with NSP, its successors and assigns, that Grantor is the owner of the above described Property and has the right to sell and convey an easement in the manner and form aforesaid.
5. Additional Documents. Grantor agrees to execute and deliver to NSP, at NSP’s cost, without additional compensation, any additional documents needed to correct the legal description of the Easement Area to conform to the right of way actually occupied by the Facilities.
6. Pre-Existing Property Condition. Grantor shall disclose to NSP any pre-existing waste materials (“Pre-Existing Wastes”), that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area and any other information that would help NSP assess the risks of working in the area. NSP shall have the right to perform environmental sampling in the Easement Area at its discretion. If Grantee encounters any Pre-Existing Wastes, Grantee retains the right to stop work and may choose to exercise that right. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such Pre-Existing Wastes. Grantor shall release NSP from any claims or responsibilities related to such Pre-Existing Wastes.
7. Entire Agreement. It is mutually understood and agreed that this instrument covers all agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.
8. Removal of Facilities. The rights granted herein may be exercised at any time subsequent to the execution of this document and said rights shall continue until such time as NSP, its successors and assigns have notified Grantor, its successors or assigns, that NSP has abandoned and relinquishes its easement rights. Following such notification by NSP, Grantor, its successors or assigns may require by written notification that NSP remove all of its Facilities from the Easement Area at NSP’s expense, or if no notification is given, then NSP may decide to abandon such Facilities in place. NSP shall deliver a recordable release of easement to be recorded at the expense of Grantor or its successor or assigns.
9. Binding Effect. All provisions of this Easement, including the benefits and burdens, shall be deemed to run with title to the Property and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto as fully as upon themselves.

IN WITNESS WHEREOF, Grantor has executed this Easement as of this ____ day of _____, 202__.

Grantor(s): City of Chippewa Falls

By:
Its:

By:
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me, this ____ day of _____, 20__, the above named _____ and _____ to me known to be the _____ and _____ of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public, State of _____
My Commission Expires: _____

This instrument drafted by: Dawn Schultz, an employee of Xcel Energy Services Inc.

R/W COMPENSATION WORKSHEET

LANDOWNER: City of Chippewa Falls						
ADDRESS: various, Park Ave, Chippewa Falls						
LEGAL DESCRIPTION: Various, see easement exhibit						
LAND TYPES: <u>T</u> illable Ag <u>N</u> on-tillable <u>W</u> ooded. <u>R</u> esidential <u>C</u> ommercial Wetland <u>S</u>						
<u>AREA CALCULATION</u>						
<u>TYPE</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>AREA/SQ.FT</u>	<u>ACRES</u>		
C				0.240		
TOTAL				<u>0.240</u>		
<u>COMPENSATION CALCULATIONS</u>						
<u>AREA</u> acres	<u>AREA</u> sq.ft	<u>UNIT VALUE</u>	<u>F M V</u>	<u>% ADJ.</u>	<u>COMPENSATION</u>	
0.24		\$ 22,624.00	\$ 5,429.76	35%	\$ 1,900.42	
			\$ -		\$ -	
			\$ -		\$ -	
SUBTOTAL					\$ 1,900.42	
<u>ADDITIONAL ITEMS</u>						
SUBTOTAL OF ADDITIONAL ITEMS						
TOTAL COMPENSATION DUE					\$ 1,900.42	
Accepted: _____ Date: _____						
Accepted: _____ Date: _____						

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AND
ELECTRICAL UNDERGROUND DISTRIBUTION
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7. Entire Agreement. It is mutually understood and agreed that this instrument covers all agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.
8. Removal of Facilities. The rights granted herein may be exercised at any time subsequent to the execution of this document and said rights shall continue until such time as NSP, its successors and assigns have notified Grantor, its successors or assigns, that NSP has abandoned and relinquishes its easement rights. Following such notification by NSP, Grantor, its successors or assigns may require by written notification that NSP remove all of its Facilities from the Easement Area at NSP's expense, or if no notification is given, then NSP may decide to abandon such Facilities in place. NSP shall deliver a recordable release of easement to be recorded at the expense of Grantor or its successor or assigns.
9. Binding Effect. All provisions of this Easement, including the benefits and burdens, shall be deemed to run with title to the Property and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto as fully as upon themselves.

IN WITNESS WHEREOF, Grantor has executed this Easement as of this ____ day of _____, 202__.

Grantor(s): City of Chippewa Falls

By:
Its:

By:
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me, this ____ day of _____, 20__, the above named _____ and _____ to me known to be the _____ and _____ of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public, State of _____
My Commission Expires: _____

This instrument drafted by: Dawn Schultz, an employee of Xcel Energy Services Inc.



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 1 OF 3



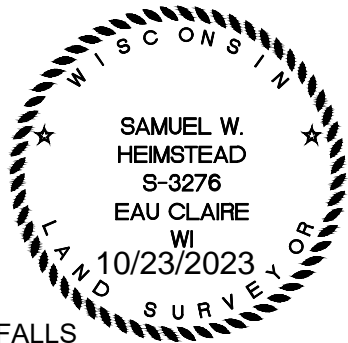
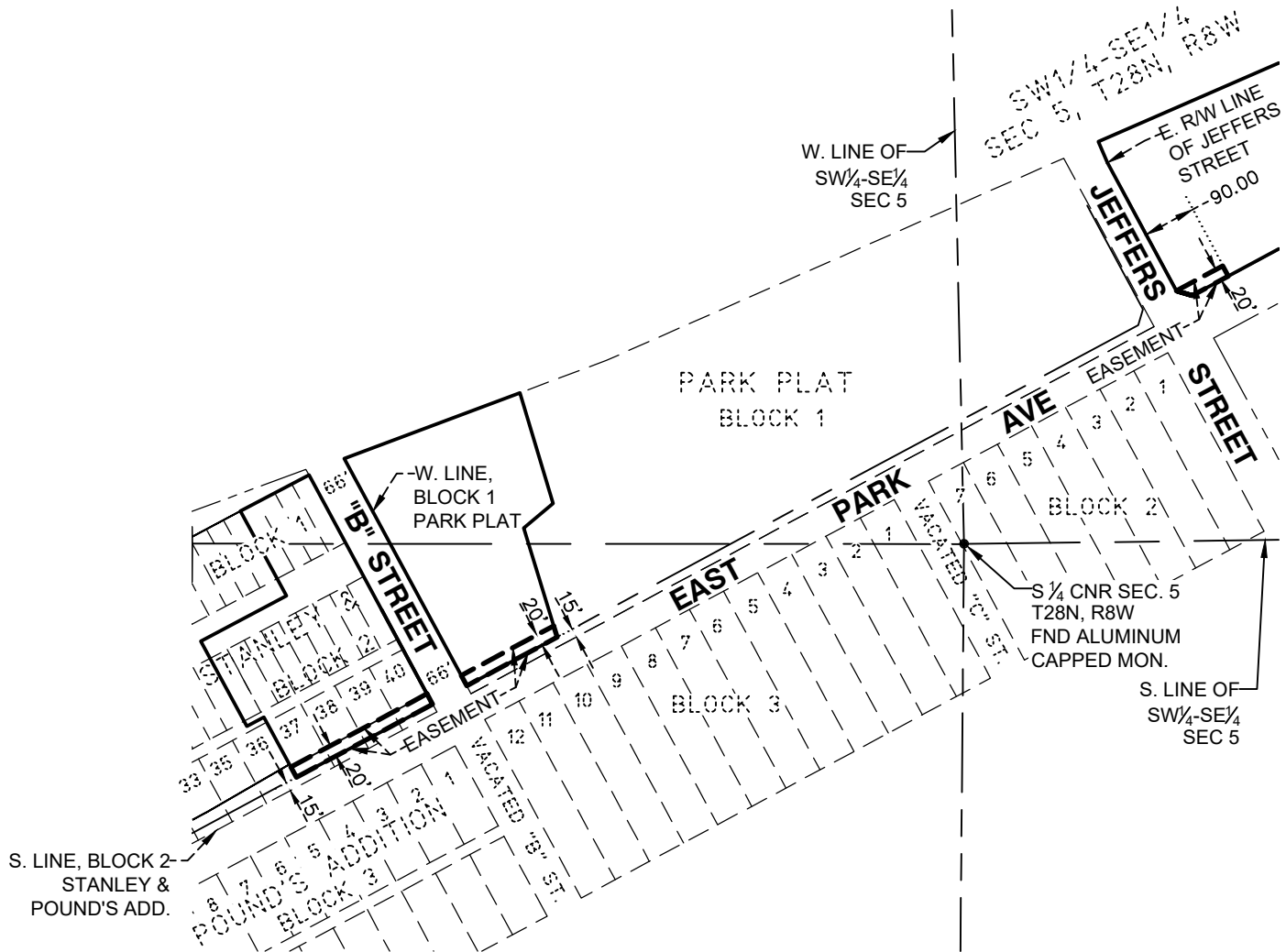
Scale: 1" = 300'

Certificate of Survey

Location: City of Chippewa Falls, Chippewa County, Wisconsin

Grantor: City of Chippewa Falls

See Sheet 2 & 3 of 3 for descriptions.



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF WISCONSIN.

SAMUEL W. HEIMSTEAD

LIC. NO. S-3276

DATE: 10/23/2023

DIST: CHIPPEWA FALLS

JOB LOG No. 22680

PARCEL: CITY OF CHIPPEWA FALLS

SEC 5 & 8, T28N, R8W

CO.: CHIPPEWA FALLS



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 2 OF 3

Certificate of Survey

Location: City of Chippewa Falls, Chippewa County, Wisconsin

Grantor: City of Chippewa Falls

Easement Area:

An easement over, under, and across the South 20.00 feet of the following described properties:

Parcel #1

Lots 1 through 4, inclusive, in Block 1, Stanley and Pounds Addition and the north one-half of vacated Vine Street abutting said lots; Lots 1 through 9, inclusive, in Block 2, Stanley and Pounds Addition and the south one-half of vacated Vine Street abutting said lots; The north one-half of the vacated alley which abuts the southeasterly lines of Lots 1 through 9, Block 2, Stanley and Pounds Addition; The south one-half of the vacated alley which abuts the northwesterly lines of Lots 37 through 40, Block 2, Stanley and Pounds Addition; and the northerly 107 feet of Lots 37 through 40, inclusive, Block 2, Stanley and Pounds Addition, all lying in the City of Chippewa Falls, Chippewa County, Wisconsin, and more particularly described as follows:

Beginning at the Northernmost corner of Block 1, Stanley and Pounds Addition in the City of Chippewa Falls, Chippewa County, Wisconsin; Thence South 27°50'42" East along the southwesterly line of "B" Street a distance of 447 feet to a point lying 15 feet northwesterly of the southeast corner of Lot 40, Block 2, of Stanley and Pounds Addition as originally platted, said point also lying on the northwesterly right-of-way line of Park Avenue; Thence Southwesterly along the northwesterly right-of-way line of Park Avenue a distance of 264 feet, said northwesterly right-of-way line lying parallel to and 15 feet northwesterly of the southeasterly lines of Lots 37 through 40, Block 2, Stanley and Pounds Addition as originally platted; thence Northwesterly, along the southwesterly line of said Lot 37, and an extension thereof, a distance of 117 feet to the centerline of a vacated alley; Thence Southwesterly, along said centerline, a distance of 33 feet; thence Northwesterly, along the southwesterly line of Lot 9 of said Block 2, and extensions thereof, a distance of 165 feet to the centerline of vacated Vine Street; Thence Northeasterly, along said centerline 165 feet; Thence Northwesterly, along the southwesterly line of Lot 4, Block 1, Stanley and Pounds Addition, and an extension thereof, a distance of 165 feet to the westerly corner of Lot 4 in said Block 1; Thence Northeasterly, along the northwesterly line of said Block 1, a distance of 132 feet to the point of beginning.

Parcel #2

A part of Block 1 of the Plat of Park Plat in the City of Chippewa Falls, Chippewa County, Wisconsin, and more particularly described as follows:

Beginning at the westernmost corner of said Block 1; thence South 27°50'42" East along the northeasterly right-of-way line of "B" Street 440.14 feet to a point lying 15 feet northwesterly of the southernmost corner of said Block 1 as originally platted, said point also lying on the northwesterly right-of-way line of Park Avenue; Thence North 62°28'30" East, along said right-of-way line, a distance of 175.00 feet, said northwesterly right-of-way line lying parallel to and 15 feet northwesterly of the southeasterly line of said Block 1 as originally platted; Thence North 16°31'30" West 195.00 feet; Thence North 50°28'30" East 65.00 feet; Thence North 16°06'15" West 196.47 feet to the southeasterly right-of-way line of the Wisconsin Central Ltd. Railroad; Thence South 70°07'45" West along said right-of-way line 320.00 feet to the point of beginning.

Continued on sheet 3 of 3:

DIST: CHIPPEWA FALLS

JOB LOG No. 22680

PARCEL: CITY OF CHIPPEWA FALLS

SEC 5 & 8, T28N, R8W

CO.: CHIPPEWA FALLS



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 3 OF 3

Certificate of Survey

Location: City of Chippewa Falls, Chippewa County, Wisconsin

Grantor: City of Chippewa Falls

"Easement Areas":

Continued from sheet 2 of 3:

TOGETHER WITH:

An easement over, under, and across the South 20.00 feet of the West 90.00 feet of following described property:

A Parcel of land located in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Seciton 5, T28N, R8W, more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 5, T28N, R8W; Thence South 01°47'30" East 689.68 feet to a point on the south right-of-way line of Basswood Lane and Industrial Boulevard; Thence South 65°40'00" West 2582.58 feet along said south right-of-way line to a point of curvature; Thence Southwesterly 141.37 feet along the southerly right-of-way line of Industrial Boulevard, along the arc of a curve with a radius of 90.00 feet whose long chord bears South 20°40'00" West 127.28 feet, to a point of tangency with the east right-of-way line of Jeffers Street; thence South 24°20'00" East 159.48 feet along the east right-of-way line of Jeffers Street to a point of intersection with the southerly right-of-way line of the Wisconsin Central Ltd. Railroad and the point of beginning; Thence continuing South 24°20'00" East 39.34 feet along the east right-of-way line of Jeffers Street to an angle point; Thence South 28°59'26" East 247.78 feet along the east right-of-way line of Jeffers Street to an angle point; Thence South 74°00'08" East 28.29 feet to a point on the northerly right-of-way line of Park Avenue; Thence North 61°00'34" East 889.33 feet along the northerly right-of-way line of Park Avenue to a point of curvature; Thence Northeasterly along the northerly right-of-way of Park Avenue 139.00 feet, along the arc of a curve, concave southerly, with a radius of 676.62 feet, whose long chord bears North 66°53'41" East 138.76 feet, to the point of intersection with the east line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Seciton 5, T 28N, R8W; Thence North 01°06'55" West 254.77 feet along the east line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ to the point of intersection with the southerly right-of-way line of the Wisconsin Central Ltd. Railroad; Thence South 65°43'38" West 1167.22 feet along the southerly right-of-way line of the Wisconsin Central Ltd. Railroad to the point of beginning.

Containing 0.24 acres, more or less.

DIST: CHIPPEWA FALLS

JOB LOG No. 22680

PARCEL: CITY OF CHIPPEWA FALLS

SEC. 5 & 8, T28N., R8W.

CO.: CHIPPEWA FALLS

4.

From: Nick Rooney
Sent: Thursday, November 30, 2023 4:31 PM
To: Bill McElroy <bmcelroy@chippewafalls-wi.gov>
Subject: Easement encroachment

Bill,

See attachment with redlines and exhibit map.

In the exhibit map we are showing that the closest garage building to the south of the road is encroaching on the 15' easement but is well outside of the 45' right of way for the street. I don't have the exact dimension from the utilities, but its more than 30'.

In the second sheet showing the site layout of the entire 24-unit area, I redlined the three areas we are encroaching. The other two garages on the north end of the road (Or right in the site map) are encroaching in a similar fashion. We have all our utilities ran so we are not worried about an obstruction with install or constructing garages overtop utility lines.

Any more questions you have or more info you need on this just let me know. I am also happy to meet you on site to discuss this further.

After your review if you are okay with this, I can have RLS write up an exemption.

Thank you,

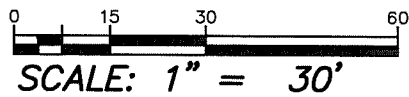
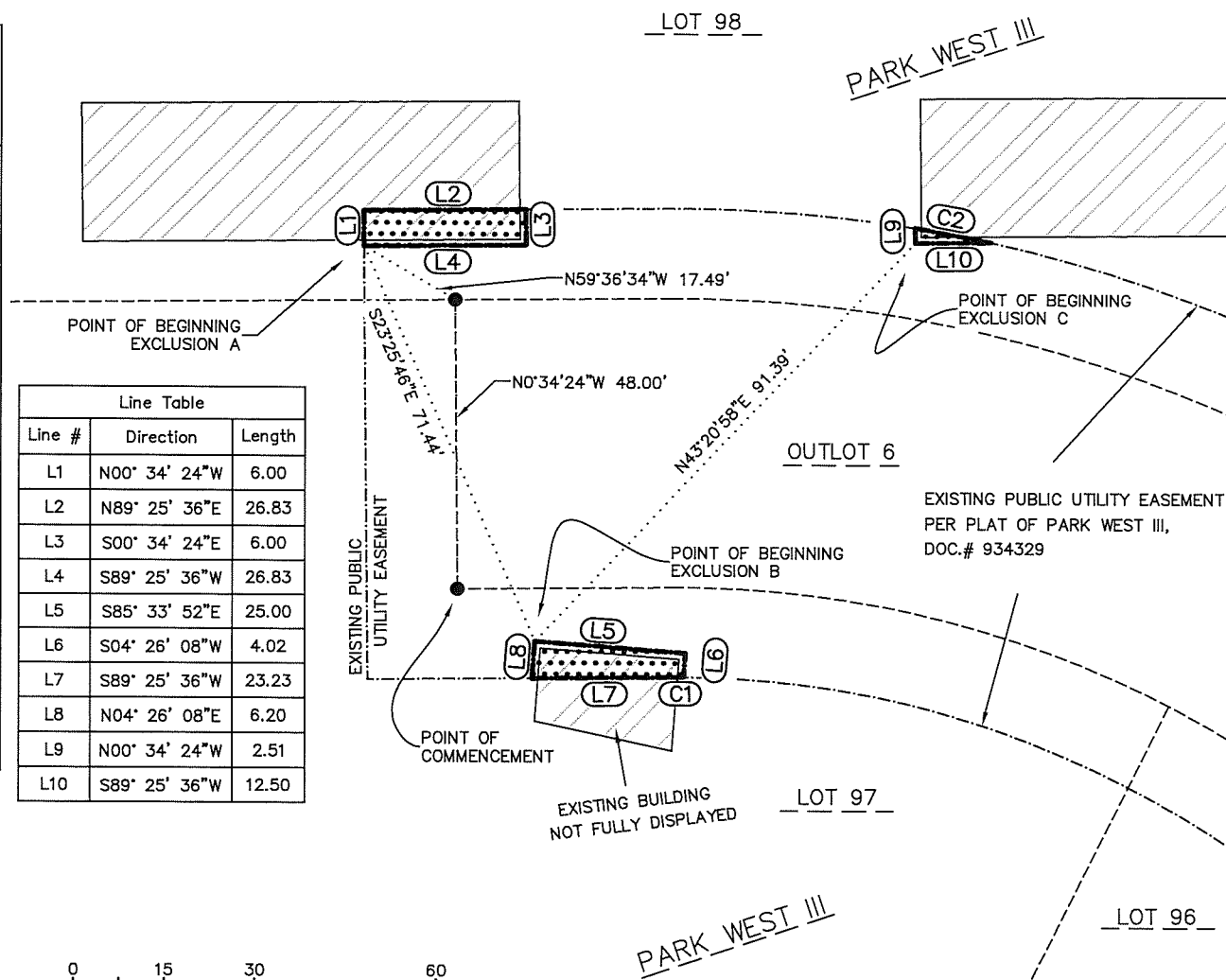
Nick J. Rooney

Project Manager
Heartland Contractors, Inc.
13167 County Highway OO
Chippewa Falls, WI 54729
O: (715) 830-7819
C: (715) 450-5775



CURVE TABLE		CHD	CHD BR	1ST TAN	2ND TAN
LOT	LENGTH	RADIUS	DELTA	CHD BR	1ST TAN
C1	1.87'	161.00'	000°39'54"	S89°45'33"W	N89°54'30"W
C2	12.76'	239.00'	003°03'28"	S79°14'12"E	S80°45'56"E
					S77°42'28"E

Line Table		
Line #	Direction	Length
L1	N00° 34' 24"W	6.00
L2	N89° 25' 36"E	26.83
L3	S00° 34' 24"E	6.00
L4	S89° 25' 36"W	26.83
L5	S85° 33' 52"E	25.00
L6	S04° 26' 08"W	4.02
L7	S89° 25' 36"W	23.23
L8	N04° 26' 08"E	6.20
L9	N00° 34' 24"W	2.51
L10	S89° 25' 36"W	12.50



- LEGEND**
- --- FOUND 1" OUTSIDE DIAMETER IRON PIPE
 - ▨ --- EXISTING BUILDING
 - --- EASEMENT TO BE EXCLUDED

EXCLUSION DESCRIPTIONS:

BEING A PART OF LOTS 97 & 98 OF PARK WEST III IN THE CITY OF CHIPPEWA FALLS LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 9 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE NORTHWESTERLY PORTION OF OUTLOT 6 OF PARK WEST III; THENCE N.00°34'24"W., ALONG THE MOST WESTERLY LINE OF SAID OUTLOT, A DISTANCE OF 48.00 FEET TO THE START OF A LINE; THENCE N.59°36'34"W., ALONG A LINE A DISTANCE OF 17.49 FEET TO THE POINT OF BEGINNING OF EXCLUSION A; THENCE N.00°34'24"W., A DISTANCE OF 6.00 FEET; THENCE N.89°25'36"E., A DISTANCE OF 26.83 FEET; THENCE S.00°34'24"E., A DISTANCE OF 6.00 FEET; THENCE S.89°25'36"W., A DISTANCE OF 26.83 FEET TO THE POINT OF BEGINNING FOR EXCLUSION A; THENCE S.23°25'46"E., ALONG A LINE A DISTANCE OF 71.44 FEET TO THE POINT OF BEGINNING FOR EXCLUSION B; THENCE S.85°33'52"E., A DISTANCE OF 25.00 FEET; THENCE S.04°26'08"W., A DISTANCE OF 4.02 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY 1.87 FEET, HAVING A CHORD 1.87 FEET WHICH BEARS S.89°45'33"W., AND A RADIUS OF 161.00 FEET, THENCE S.89°25'36"W., A DISTANCE OF, 23.23 FEET; THENCE N.04°26'08"E., A DISTANCE OF 6.20 FEET TO THE POINT OF BEGINNING FOR EXCLUSION B; THENCE N.43°20'58"E., ALONG A LINE A DISTANCE OF 91.39 FEET TO THE POINT OF BEGINNING FOR EXCLUSION C; THENCE N.00°34'24"W., A DISTANCE OF 2.51 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY 12.76 FEET, HAVING A LONG CHORD OF 12.75 FEET WHICH BEARS S.79°14'12"E., AND A RADIUS OF 239.00 FEET; THENCE S.89°25'36"W., A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING FOR EXCLUSION C.

EXHIBIT A

BEING A PART OF LOTS 97 & 98 OF PARK WEST III
 LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4,
 SECTION 1, TOWNSHIP 28 NORTH, RANGE 9 WEST,
 CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

RELEASE OF UTILITY EASEMENTS

1. The undersigned, _____, hereby releases all right, title and interest which it may have a certain public utility easement, being described on Lots 97 & 98 of Park West III in the City of Chippewa Falls, Chippewa County, Wisconsin and being areas on said lots where the buildings encroach into the Public Utility Easement. To be more defined in the attached Exhibit A.

2. Attached hereto as Exhibit A is a map showing the portion of the public utility easements to which the undersigned is relinquishing its rights.

Dated this _____ day of _____, 2023

By (Signature): _____

Name (Print Name): _____

Title: _____

STATE OF _____

§

COUNTY OF _____

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2023,

THE ABOVE NAMED _____ TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME TO BE THEIR OWN FREE ACT AND DEED.

_____ NOTARY PUBLIC

MY COMMISSION EXPIRES: _____