



*** All present are expected to conduct themselves in accordance with our City's Core Values ***

OFFICIAL NOTICE AND AGENDA

Notice is hereby given that the Common Council of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

SPECIAL MEETING: COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time: Monday, April 18, 2016 at 5:30 PM
Location: City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members: Bill Nagle, Romey Wagner, David Nutting, Tom Neal, Gary Gisselman, Keene Winters, Lisa Rasmussen, Karen Kellbach, David Oberbeck, Sherry Abitz, Robert Mielke

Call to Order

Pledge of Allegiance / Roll Call

Plaque presentation (by Mayor Tipple)

Suspend Rules for agenda items.

File #	CMT	RESOLUTIONS	ACT
16-0411	CISM	Resolution approving a Right-of-Way Utilization Application from Wisconsin Technology Networking LLC, for the proposed construction of 120' towers within the City.	Pending
14-1014	CISM	Resolution Vacating Easement and Agreement both benefitting and burdening property now owned by City regarding the WOW parcel – (Cloverbelt Cooperative Services, Inc.; agreement between “Cloverbelt” and Glen M. Witter; and Kenneth Hendricks easement agreement)	Pending
14-0111	ED	Resolution waiving City’s right to purchase property in the Wausau Business Campus in order to allow the title transfer of 7333 Stewart Avenue from Stewart Avenue Holdings, LLC to United Properties Investment, LLC	Pending

Discussion and possible action concerning Marathon County Circuit Court Case No. 16-CV-291/Winters v. Mielke, in his official capacity, et al, update on open records requests received to date, and open records response process and related matters.

CLOSED SESSION pursuant to 19.85(1)(g) of the Wisconsin Statutes for conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is involved concerning Marathon County Circuit Court Case No. 16-CV-291/Winters v. Mielke, in his official capacity, et al.

RECONVENE into Open Session, if necessary, for the purpose of acting upon Closed Session item.

Presentation of, and discussion and possible action on independent investigation report requested by the Common Council relative to the Metro Ride Incident Report filed and related actions thereafter.

CLOSED SESSION pursuant to 19.85(1)(f) of the Wisconsin Statutes for considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problem or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such histories or data, or involved in such problems or investigations regarding - the Metro Ride Incident Report.

RECONVENE into Open Session, if necessary, for the purpose of acting on Closed Session item.

Adjourn Sine Die

Signed by James E. Tipple, Mayor

This Agenda was posted at City Hall and faxed to the Daily Herald newsroom on 4/14/16 @ 2:30 pm. Questions regarding this agenda may be directed to the City Clerk.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids & services. For information or to request this service, contact the City Clerk at (715) 261-6620.

AGENDA ITEM

Discussion and possible action on Right-of-Way Utilization Applications, from Wisconsin Technology Networking LLC, for the proposed construction of 120' towers within the City

BACKGROUND

I received four requests from WITN to construct 120 foot towers within the City right of way. Two requests were received the end of February and two additional requests were received in March. I made phone calls to WITN requesting information on who they were, where they had worked previously as well as trying to get information on what the towers would be used for and how they would benefit the City. After a lengthy phone call with one individual, I set up a conference call with WITN's engineer, manager and the point of contact; at the City I included Gerry Klein, Allen Wesolowski and myself to try and get a better understanding of the antenna use and also about the company to ensure they were legitimate. During our phone conference we received very little information related to the uses for the antennas and although they sent us a link to their website it was "Under Construction".

I then reached out to SEH (consultant engineering firm) who has experience working with municipalities related to cell towers and other utilities issues. They responded stating they have had at least another 7 communities contact them about this very same request and they are continuing to look for information.

I set up a meeting with the City Attorney and the League of Municipalities had had many other inquiries related to this issue. The League hired an attorney to provide a legal opinion and I received this legal opinion on April 12, 2016. Based on the opinion the City needs to respond within 60 days, no response will be treated as granting permission for the proposed work.

FISCAL IMPACT

Staff time reviewing and gathering information.

STAFF RECOMMENDATION

Staff recommends denying these application requests.

Staff contact: Eric Lindman 715-261-6745

MEMORANDUM

TO: Claire Silverman, Legal Counsel
League of Wisconsin Municipalities

FROM: Anita Gallucci

DATE: April 12, 2016

RE: Regulation of WITN's Poles in Local Right-of-Way

The League has been contacted by several members regarding requests they have received from Wisconsin Technology Networking, LLC ("WITN") to place utility poles in local rights-of-way ("ROW"). In response, I have been asked for a memorandum addressing the following questions:

1. What right does WITN have to place poles in local ROW?
2. What right does a municipality have to regulate WITN's proposed use of local ROW?
3. What sort of regulations may a municipality apply to WITN?
4. What may a municipality do if it has not adopted regulations that would apply to utility poles placed in local ROW?

BACKGROUND

WITN has submitted permit applications to various municipalities in southeast Wisconsin, seeking to install one or two 120' "transport utility poles and facilities" in local ROW. WITN's cover letter, submitted with its applications, states that:

WITN is an alternative telecommunications utility ["ATU"] regulated by the Wisconsin Public Service Commission ["PSCW"] to provide intrastate telecommunications service, whether switched or dedicated, including all telecommunications service available, such as intraLATA and interLATA toll telecommunications, access service to telecommunications providers and private-line service.

The letter also states that it is "deploying a hybrid transport network" that can be used to "support a variety of technologies and services that required connectivity to the internet,"

including “mobile service providers.” According to the letter, the “transport utility poles and facilities are not dedicated to any particular customer, and, to the extent capacity on the structures is available, are available to be used by other entities, including the [municipality].” In addition, plans submitted by WITN show that the company intends to install two microwave dishes on the poles and install fiber up to the poles.

According to records maintained on the PSCW’s website, WITN is listed as an active competitive local exchange carrier (a “CLEC”) and, therefore, has ATU status under Wisconsin law. The original certification was granted on June 20, 2007 to a company called Mobilitie, LLC, in PSCW Docket No. 3778-NC-100 (PSC REF#: 77803), and was subsequently transferred to WITN. On April 5, 2016, a company called Mobilitie Management, LLC, applied to the PSCW for authorization to provide competitive local telecommunications services throughout Wisconsin. It is not clear what, if any, connection Mobilitie Management has to WITN and its current build out efforts.

DISCUSSION

A. WHAT RIGHT DOES WITN HAVE TO PLACE POLES IN LOCAL ROW?

Under Wis. Stat. § 182.017(1r), certain “companies” have the right to place their facilities in local ROW subject “to reasonable regulations made by any municipality through which [their] transmission lines or systems may pass.” A “company,” as defined in the statute, may include a limited liability company organized to furnish telecommunications service¹ to the public or for public purposes. Wis. Stat. § 182.017(1g)(b)1.

An ATU, such as WITN, is a company within the meaning of the statute. Accordingly, WITN has the right to place its utility poles in local ROW. However, that right is a qualified one. WITN must comply with all “reasonable” regulations imposed by the municipality with jurisdiction over the affected ROW.

As an ATU, WITN also has the right to challenge any municipal regulations that it believes are “unreasonable.” Those challenges are heard by the PSCW. Wis. Stat. § 182.017(8).

B. WHAT RIGHT DOES A MUNICIPALITY HAVE TO REGULATE WITN’S UTILITY POLES?

Municipalities have police power authority to regulate local ROW. With respect to a company’s use of local ROW, such regulations must be reasonable. League members have several questions regarding what is “reasonable regulation” with regard to WITN’s utility poles. These questions are addressed as follows:

¹ “Telecommunications service” is very broadly defined as “the offering for sale of the conveyance of voice, data, or other information, including the sale of service for collection, storage, forwarding, switching, and delivery incidental to such communication regardless of the technology or mode used to make such offering.” Wis. Stat. § 182.017(1g)(cq).

1. *May a municipality adopt a moratorium on the placement of 120' poles in the ROW in order to have time to put regulations in place that would apply to such structures?*

No. According to Wis. Stat. § 182.017(8)(am), a municipal regulation is unreasonable if it “has the effect of creating a moratorium on the placement of company lines or systems” in local ROW.

2. *How much time can a municipality take in acting on WITN's permit application?*

60 days. According to Wis. Stat. § 182.017(9), a “municipality shall approve or deny a permit application no later than 60 days after receipt of the application.” If it fails to act within that time period, then the application is deemed granted. In addition, if the application is denied, the “municipality shall provide the applicant a written explanation of the reasons for the denial” at the time of the denial.

3. *May a municipality charge WITN rent for use of its ROW?*

No. According to Wis. Stat. § 182.017(8)(b), a municipality may not charge rent to an ATU for use of the ROW. It may only charge fees that compensate the municipality for certain “management functions,” such as

- ! Registering companies, including the gathering and recording of information necessary to conduct business with a company.
- ! [I]ssuing, processing, and verifying excavation or other company permit applications, including supplemental applications.
- ! Inspecting company job sites and restoration projects.
- ! Maintaining, supporting, protecting, or moving company equipment during work in municipal ROWs.
- ! Undertaking restoration work inadequately performed by a company after providing notice and the opportunity to correct the work.
- ! Revoking company permits.
- ! Maintenance of databases.
- ! Scheduling and coordinating highway, street, and ROW work relevant to a company permit.

4. *May WITN's poles be regulated on the basis of aesthetics?*

No. Municipal regulations are reasonable if they regulate on the basis of an adequate health, safety, or welfare concern. According to the PSCW's ROW rules, a project's

negative aesthetic impact is not an adequate justification for the regulation of utility poles in local ROW. *See* Wis. Admin. Code Ch. PSC 130 (Municipal Regulation of Municipal Rights-of-way).

C. WHAT SORT OF REGULATIONS MAY A MUNICIPALITY APPLY TO WITN?

A municipality may regulate the placement of WITN's poles as it does any other utility structures in the ROW (e.g., telephone or electric utility poles). The following requirements, among others, could be applied to WITN:

- ! Permit and registrations fees.
- ! Bonding and insurance requirements during construction in ROW.
- ! Fall zone and set back restrictions.
- ! Siting restrictions based on safety factors; for example:
 - o Line of sight restrictions (i.e., prohibit the placement of poles in places where a driver's line of sight may be obstructed).
 - o Siting restriction due to interference with the provision of municipal police or fire services (e.g., prohibit the placement of the poles within a certain distance of buildings so that the poles do not impede the work of firefighters should the building catch fire).
- ! Removal requirements for when a pole is no longer serving a permitted use.
- ! Requirements to comply with all applicable state and local building codes and electric codes.
- ! Proof of strength requirements (i.e., when equipment is placed on the poles, the company must ensure that the weight of the equipment will not compromise the structural integrity of the pole).

Care should be taken that any such regulations, as applied to WITN's use of local ROW, be competitively neutral and nondiscriminatory. *See* 47 U.S.C. 253(c).² Under state law, the municipality's regulations will be judged on the basis of reasonableness. The PSCW's ROW rules, cited above, and Wis. Stat. § 182.017(8) provide some guidance on what the PSCW will consider reasonable regulation.

² That federal statutory provisions provides:

(c) State and local government authority

Nothing in this section affects the authority of a State or local government to manage the public rights-of-way or to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for use of public rights-of-way on a nondiscriminatory basis, if the compensation required is publicly disclosed by such government.

D. MAY WITN'S POLES BE REGULATED AS CELL PHONE TOWERS?

League members have also asked whether their zoning ordinances applicable to cell phone towers can be applied to WITN. Such ordinances would apply if WITN's poles are considered "mobile service support structures" within the meaning of Wis. Stat. § 66.0404³. According to the plans it submitted to various municipalities, WITN intends to install two microwave dishes on its poles, and it apparently intends to offer backhaul and other support services to mobile service providers,⁴ among others. While WITN's poles and equipment may be used to support the provision of mobile services⁵ by others, it does not appear that such a facility was intended to be treated as a "mobile service facility"⁶ within the scope of Wis. Stat. § 66.0404. In other words, WITN is not initially, at least, planning to provide cell phone service using the equipment to be installed on the poles. It is likely that WITN will lease or license pole space and/or equipment to cell phone providers in the future. The future installation of cell phone antennas and other such equipment on WITN poles would be subject to municipal regulations either consistent with or adopted pursuant to Wis. Stat. § 66.0404.⁷

While the municipality's cell tower regulations would not apply at this time, a municipality's ROW regulations would, of course, apply. A municipality should review its ordinances to see if other regulations might apply. For example, some communities regulate the placement of microwave towers. Such regulations would likely apply here because the poles will be used to support microwave equipment for the provision of back haul and other support services.

E. WHAT MAY A MUNICIPALITY DO IF IT HAS NOT ADOPTED REGULATIONS THAT WOULD APPLY TO UTILITY POLES PLACED IN LOCAL ROW?

A municipality has broad police power authority to manage and control the public ROW under its jurisdiction and may exercise its regulatory powers by, among other things, license,

³ This statute was adopted as part of 2013 Wis. Act 20 and greatly restricts the ability of municipalities to regulate cell phone towers and related facilities.

⁴ In this context, backhaul service provides the link between a carrier's cell site (e.g., base station at the cell tower) and its mobile switching facility and then to the public switched telephone network.

⁵ Under 47 U.S.C. § 153(33), "mobile service" is defined as:

. . . a radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes (A) both one-way and two-way radio communication services, (B) a mobile service which provides a regularly interacting group of base, mobile, portable, and associated control and relay stations (whether licensed on an individual, cooperative, or multiple basis) for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation, and (C) any service for which a license is required in a personal communications service established pursuant to the proceeding entitled "Amendment to the Commission's Rules to Establish New Personal Communications Services" (GEN Docket No. 90-314; ET Docket No. 92-100), or any successor proceeding.

⁶ A "mobile service facility" is defined as "the set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discrete geographic area, but does not include the underlying support structure." Wis. Stat. § 66.0404(1)(L).

⁷ The municipality should consult with its attorney regarding any such regulations and their applicability to facilities located in the ROW.

regulation, fine, and other necessary or convenient means. *See* Wis. Stat. § 62.11(5) (for cities) and § 61.34(1) (for villages). Accordingly, if a municipality currently has no ROW regulations to apply to the placement of utility poles in local ROW and if it does not have time to do adopt such regulations within the 60-day time period for acting on permit applications, then alternatively, the municipality could enter into a license agreement with WITN.⁸

The terms and conditions to be considered for such an agreement might include:

- ! A provision granting the company a license to use the ROW, subject to the terms and conditions of the license and setting out the scope of the license (i.e., permitted uses).
- ! A description of the licensed area (i.e., a legal description of the area of the ROW where the pole(s) will be installed).
- ! A provision for a license fee, which covers the cost of regulation as discussed above.
- ! A provision setting out the term of the license agreement and conditions for termination. The agreement should be in place for as long as the pole is being used for a permitted purpose in accordance with the agreement.
- ! A removal provision, setting out the time frame for removal of the company's equipment from the ROW and the conditions under which removal is required.
- ! A provision stating what the permitted uses are.
- ! A requirement to submit construction plans and schedule and list of contractors.
- ! A requirement that a traffic control plan be submitted in advance of construction if one is necessary.
- ! Requirements regarding set back and fall zone.
- ! A requirement that the company be responsible for any damage it does to private property.
- ! A requirement that the company be responsible for all locates under Wis. Stat. § 182.0175.
- ! Insurance, indemnification, and bonding requirements.
- ! A requirement that the company comply with all application laws, regulations, and codes (e.g., Wis. Stat. §§ 86.16(2) and 182.017 and the Wisconsin State Electrical Code).

⁸ The right to regulate ATU and public utility use of local ROW by contract is recognized in Wis. Stat. §§ 182.017(1g)(bm); 182.917(8); 196.58(1g); and 196.58(1r)(a).

- ! Company responsible for maintenance and improvements.
- ! Requirement that the licensed area be free from debris, etc.

CONCLUSION

A municipality has 60 days in which to act on WITN's permit application. It is important that, during this relatively short time period, the municipality work with the company to ensure that the public's interest in local ROW is protected. If the municipality's ROW regulations are inadequate or do not exist, the municipality should consider entering into a license agreement with WITN to address the terms and conditions under which the company will be permitted to use local ROW. Care should be taken not to impose any non-neutral, unduly discriminatory, or unreasonable requirements on WITN. Finally, now may be a good time for the municipality to consider adopting a generic ROW ordinance, as these same issues are likely to arise in the future.

February 24, 2016

Eric Lindman, P.E.
Director of Public Works and Utilities
407 Grant St
Wasau, WI 54403
dpw@ci.wausau.wi.us

RE: Wisconsin Technology Networking, LLC's Permit Applications Submission

Dear Eric Lindman:

Please find the enclosed Wisconsin Technology Networking, LLC's ("WITN") Right of Way Utilization Applications (the "applications") for its proposed new utility infrastructure facilities in the City of Wasau. Along with the attached applications, please also find a set of drawings and a sample photo simulation for WITN's proposed poles.

WITN is an alternative telecommunications utility regulated by the Wisconsin Public Service Commission to provide intrastate telecommunications service, whether switched or dedicated, including all telecommunications services available, such as intraLATA and interLATA toll telecommunications, access services to telecommunications providers and private-line service. To meet the growing demand for connectivity, WITN is deploying a hybrid transport network that provides high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services. This network can support a variety of technologies and services that require connectivity to the internet, including, but not limited to, driverless and connected vehicles (commercial, personal and agricultural), remote weather stations and mobile service providers. These transport utility poles and facilities are not dedicated to any particular customer, and, to the extent capacity on the structures is available, are available to be used by other entities, including the City.

Based on our initial research, WITN did not identify any specific requirements to access the City's Right of Way. As such, WITN is submitting its standard form application as an introduction of its project. WITN plans to construct the applied for utility infrastructure within the next eighteen (18) months and formally requests the City to identify a single point of contact to streamline the application communications for the benefit of both parties.

WITN's hybrid transport network is an industry changing approach that seeks to improve backhaul connectivity for the City's residents. We are excited to work with the City, and we are available to answer any questions you may have. If you have any questions please contact me at (312) 638-5421.

Thank you for your attention to this matter.

Respectfully submitted,

Andrew Notestine
NRE Specialist

*Enclosure

**Wisconsin Technology
Networking, LLC**

RIGHT OF WAY UTILIZATION APPLICATION

Date Submitted	2/22/2016	Submitted By	Andrew Notestine
JURISDICTION INFORMATION			
Jurisdiction Name	City of Wasau		
Address	407 Grant St	City	Wasau
Jurisdiction Contact	Eric Lindman, P.E.	State	WI
		Phone Number	(715) 261-6470
		Zip Code	54403
APPLICANT INFORMATION			
Applicant Name	Wisconsin Technology Networking, LLC		
Address	869 E Schaumburg Rd, #324		
City	Schaumburg	State	IL
Applicant Contact	Andrew Notestine	Phone Number	(312) 638-5421
		Email	Andrew.Notestine@itbutility.com
		Zip Code	60194-3653
EMERGENCY CONTACT			
Name	NOC	Phone Number	888-597-1175
SITE INFORMATION			
ITB ID	9WIX000295A		
Latitude	44.963573	Longitude	-89.629731
Address	1st St & Mcindoe St	City	Wasau
		State	WI
		Zip Code	54403
PROJECT DESCRIPTION			
Install a transport utility pole in the public right of way.			
Est. Cost of Work	\$15,000.00		
PERMIT ISSUANCE			
Permit Number			
Permit Fee			

Wisconsin Technology Networking, LLC		RIGHT OF WAY UTILIZATION APPLICATION			
Date Submitted	2/22/2016	Submitted By	Andrew Notestine		
JURISDICTION INFORMATION					
Jurisdiction Name	City of Wasau				
Address	407 Grant St	City	Wasau	State	WI
Jurisdiction Contact	Eric Lindman, P.E.	Phone Number	(715) 261-6470		
APPLICANT INFORMATION					
Applicant Name	Wisconsin Technology Networking, LLC				
Address	869 E Schaumburg Rd, #324				
City	Schaumburg	State	IL	Zip Code	60194-3653
Applicant Contact	Andrew Notestine	Phone Number	(312) 638-5421	Email	
EMERGENCY CONTACT					
Name	NOC	Phone Number	888-597-1175		
SITE INFORMATION					
ITB ID	9WIX000286A				
Latitude	44.992211	Longitude	-89.654783		
Address	N 10th Ave & 10th Ave N	City	Wasau	State	WI
				Zip Code	54401
PROJECT DESCRIPTION					
Intstall a transport utility pole in the public right of way.					
Est. Cost of Work	\$15,000.00				
PERMIT ISSUANCE					
Permit Number					
Permit Fee					

Wisconsin Technology Networking, LLC

RIGHT OF WAY UTILIZATION APPLICATION

Date Submitted	2/22/2016	Submitted By	Andrew Notestine
JURISDICTION INFORMATION			
Jurisdiction Name	City of Wasau		
Address	407 Grant St	City	Wasau
Jurisdiction Contact	Eric Lindman, P.E.	State	WI
		Phone Number	(715) 261-6470
		Zip Code	54403
APPLICANT INFORMATION			
Applicant Name	Wisconsin Technology Networking, LLC		
Address	869 E Schaumburg Rd, #324		
City	Schaumburg	State	IL
Applicant Contact	Andrew Notestine	Phone Number	(312) 638-5421
		Email	Andrew.Notestine@itbutility.com
		Zip Code	60194-3653
EMERGENCY CONTACT			
Name	NOC	Phone Number	888-597-1175
SITE INFORMATION			
ITB ID	9WIX000293A		
Latitude	44.942484	Longitude	-89.610838
Address	Northwestern Ave & Swanee Ave	City	Wasau
		State	WI
		Zip Code	54403
PROJECT DESCRIPTION			
Install a transport utility pole in the public right of way.			
Est. Cost of Work	\$15,000.00		
PERMIT ISSUANCE			
Permit Number			
Permit Fee			

Wisconsin Technology Networking, LLC		RIGHT OF WAY UTILIZATION APPLICATION			
Date Submitted	2/22/2016	Submitted By	Andrew Notestine		
JURISDICTION INFORMATION					
Jurisdiction Name	City of Wasau				
Address	407 Grant St	City	Wasau	State	WI Zip Code 54403
Jurisdiction Contact	Eric Lindman, P.E. (715) 261-6470				
APPLICANT INFORMATION					
Applicant Name	Wisconsin Technology Networking, LLC				
Address	869 E Schaumburg Rd, #324				
City	Schaumburg	State	IL	Zip Code	60194-3653
Applicant Contact	Andrew Notestine	Phone Number	(312) 638-5421	Email	
EMERGENCY CONTACT					
Name	NOC	Phone Number	888-597-1175		
SITE INFORMATION					
ITB ID	9WIX000284A				
Latitude	44.955258	Longitude	-89.727174		
Address	S 72nd Ave & Stewart Ave	City	Wasau	State	WI Zip Code 54401
PROJECT DESCRIPTION					
Install a transport utility pole in the public right of way.					
Est. Cost of Work	\$15,000.00				
PERMIT ISSUANCE					
Permit Number					
Permit Fee					

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to take any and all action necessary to vacate and terminate the above-described easements, a copy of which is attached hereto.

Approved:

James E. Tipple, Mayor

AGENDA ITEM
<p>Action to terminate easements and agreements both benefitting and burdening property now owned by City regarding the WOW parcel – (Cloverbelt Cooperative Services, Inc.; agreement between “Cloverbelt” and Glen M. Witter; and Kenneth Hendricks easement agreement)</p>
BACKGROUND
<p>On or near the WOW parcel on the East Riverfront there are some old recorded easements where the Post Office used to be and where the old Cloverbelt Credit Union used to be. These easements were for a riverfront trail, access easements and drainage easements. The city owns all of the property now and we have verified that there are no underground utilities or other obstructions that would require these easements to remain in place.</p> <p>There are additional easements along the riverfront with WPS that will be proposed for removal in the future. These areas used to have overhead electrical lines and these electrical lines have now been removed.</p>
FISCAL IMPACT
<p>Staff time to amend and record the CSM's.</p>
STAFF RECOMMENDATION
<p>Staff recommends termination of these easements.</p>
<p>Staff contact: Eric Lindman 715-261-6745</p>

Document No.

TERMINATION OF EASEMENTS
Document Title

THIS TERMINATION OF EASEMENTS is made as of the 7th day of April, 2016, by the City of Wausau, a municipal corporation of the State of Wisconsin ("CITY").

WITNESSETH:

WHEREAS, Cloverbelt Cooperative Services, Inc., a Wisconsin corporation ("Cloverbelt"), entered into a certain Warranty Deed to Glen M. Witter ("Witter") on October 23, 1985, which was recorded in the office of the Register of Deeds for Marathon County, Wisconsin on October 23, 1985 in Volume 412 of Micro Records on Pages 249-250 as Document No. 839758 (the "Deed");

WHEREAS, the Deed conveyed certain real property to Witter in the City of Wausau, Wisconsin, which property is more particularly described on Exhibit A attached hereto (the "Witter Parcel");

WHEREAS, the Deed also conveyed, for the benefit of the Witter Parcel, certain easement rights (including, without limitation, certain access easements) (collectively, the "Witter Easement") over certain adjacent real property then-owned by Cloverbelt in the City of Wausau, Wisconsin, which property is more particularly described on Exhibit B attached hereto (the "Cloverbelt Parcel");

WHEREAS, the Deed reserved, for the benefit of the Cloverbelt Parcel, certain easement rights (including, without limitation, certain drainage and access easements) (collectively, the "Cloverbelt Easement") over the Witter Parcel;

WHEREAS, the Cloverbelt Easement and portions of the Witter Easement are depicted on Certified Survey Map No. 3912 recorded in the office of the Register of Deeds for Marathon County, Wisconsin in Volume 14 of Certified Survey Maps at Page 210;

WHEREAS, CITY has since taken ownership of both the Witter Parcel and the Cloverbelt Parcel; and

WHEREAS, CITY desires to terminate, release and extinguish the Witter Easement and to terminate, release and extinguish the Cloverbelt Easement.

NOW, THEREFORE, it is declared as follows:

The Witter Easement and the Cloverbelt Easement are hereby terminated, released and extinguished.

[Signature Page Follows]

Recording Area

Name and Return Address

City of Wausau Attorney's Office
407 Grant Street
Wausau, WI 54403

PIN: See Exhibit A and Exhibit B

EXHIBIT A

LEGAL DESCRIPTION OF THE WITTER PARCEL

291-2907-252-0988

Certified Survey Map No. 3912 recorded in the Office of Register of Deeds for Marathon County in Volume 14 of Certified Survey Maps on Page 210, being part of Sections 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, except the parcel described in Document No. 874661 recorded in the Office of Register of Deeds for Marathon County in Volume 460 of Micro-Records on Page 784.

EXHIBIT B

LEGAL DESCRIPTION OF THE CLOVERBELT PARCEL

291.2907.252.0992

Those parts of the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) and of the Southwest quarter (SW ¼) of the Northwest quarter (NW ¼), all in Section twenty-five (25), and those parts of Government Lot five (5) and of Government Lot six (6), both in Section twenty-six (26), all in Township twenty-nine (29) North, Range seven (7) East (or those parts of said NW ¼ of SW ¼ and of said SW ¼ of NW ¼ of said Section 25, in case the calls of the description of the premises hereinafter particularly set forth would locate the said premises entirely within the boundaries of said Section 25), in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at a point of intersection of the Northerly and Westerly boundary line of the right of way of the "West Side Main Track" of the Chicago, Milwaukee & St. Paul Railway Company, with a line running due East and West and passing through a point 95.6 feet Northerly from the Northwest corner of Block 15 of McIndoe and Shuter's Addition to Wausau, in the Westerly line of said Block 15 extended, (the said point through which the said East and West line passes being at the present time marked by an iron rod or stake set midway between the rails of a railroad spur track running approximately East and West); thence running due West from said point of intersection and place of beginning to a point located a distance of 339.4 feet West of the said intersection of the Easterly side of said Block 15, extended, with said line running due East and West; thence running due North a distance of 350 feet; thence running due East to the Westerly boundary line of the right of way of the main line of the Chicago, Milwaukee & St. Paul Railway Company; thence running in a Southeasterly direction along the Westerly and Southerly boundary line of said right of way of the said main line to the point of intersection of said Westerly and Southerly boundary line of the said main line with the Northerly boundary line of the right of way of the "West Side Main Track" of said Chicago, Milwaukee & St. Paul Railway Company; thence running in a Southwesterly direction along the Northerly side of the right of way of said "West Side Main Track", to the said place of beginning; excepting that part thereof included in Certified Survey Map No. 3912 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 14 of Certified Survey Maps on page 210.

AND

That part of the Southwest quarter (SW ¼) of the Northwest quarter (NW ¼) of Section twenty-five (25), and part of Government Lot five (5) of Section twenty-six (26), all in Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of Block 15 of McIndoe and Shuter's Addition to the City of Wausau, Marathon County, Wisconsin, running North on the West line thereof extended, 129.7 feet to an iron pipe midway between the rails of the spur track of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company; thence South 83° 16' West, 339.4 feet to a 1 ½ inch iron pipe; thence North 6° 59' West along the Easterly line of a parcel described in Volume 503 of Deeds, page 193, recorded in the office of the Register of Deeds for Marathon County, Wisconsin, a distance of 275.0 feet to a 1 inch iron rod marking the place of beginning; continuing thence North 6° 59' West, 75.0 feet to a concrete post located 3 feet below the ground and monumented by a ¾ inch x 1 ½ inch iron bar; thence North 81° 55' East, 261.3 feet to a point on the Southwesterly right-of-way line of the Chicago,

Milwaukee, St. Paul & Pacific Railroad Company right-of-way; thence Northerly along said right-of-way line to a point of intersection with the Southerly line of Bridge Street; thence West along the Southerly line of said Bridge Street to the East bank of the Wisconsin River; thence Southerly along the East bank of the Wisconsin River to a point of intersection with a line which bears South 83° 16' West from the aforementioned point of beginning; thence North 83° 16' East along the Northerly line of a parcel described in Volume 503 of Deeds on page 193, recorded in said Register's office, approximately 162 feet to the point of beginning; excepting that part thereof included in Certified Survey Map No. 3912 recorded in said Register's office in Volume 14 of Certified Survey Maps on page 210.

AND

That part of the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of Section twenty-five (25), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Beginning at an iron set on the West line of Block 15 of McIndoe and Shuter's Addition to the City of Wausau extended Northerly 52.03 feet North of the Northwest corner of said Block 15 to the Northwesterly line of the 40 foot right of way of the main spur track of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company, being the place of beginning; thence Northeasterly 150 feet, more or less, along the Northwesterly line of said railroad's 40 foot right of way to the point where it intersects the center line of said railroad's spur track which runs approximately East and West; thence Westerly along the center line of said East and West spur track 125 feet, more or less, to an iron at the intersection of said center line of said spur track and the West line of said Block 15 of said McIndoe and Shuter's Addition, extended Northerly 128.7 feet, from the Northwest corner of said Block 15; thence continuing Westerly along the center line of said East and West spur track 94.2 feet to an iron set in the center of said East and West spur track; thence Southerly, at a right angle, a distance of 65.2 feet to an iron; thence Southeasterly at an angle right of 135° 12', a distance of 61.37 feet to an iron set at the Northwesterly line of said railroad's 40 foot right of way; thence Northeasterly along the Northwesterly line of said railroad's 40 foot right of way to the place of beginning; also

The perpetual right to travel on and over a piece or parcel of land twenty-two (22) feet wide East and West by thirty-five (35) feet long North and South and adjoining the above described premises on the West, the North line of this parcel being seven (7) feet South of the center of said railroad's East and West spur track; also

A perpetual right of way, in common with the owner or owners of the adjoining property to the West of the premises first hereinabove described, for all purposes of ingress and egress, with vehicles or otherwise, from First Street to said twenty-two (22) by thirty-five (35) foot parcel last above described, which right of way is over, upon, and across the land lying immediately West and Southwest of the property first hereinabove described.

AND

That part of Certified Survey Map No. 3912 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 14 of Certified Survey Maps on page 210; being a part of Government Lot five (5) in Section twenty-six (26), and part of the Southwest quarter (SW ¼) of the Northwest quarter (NW ¼) of Section twenty-five (25), all in Township twenty-

nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of Block 15, McIndoe and Shuter's Addition, City of Wausau; thence South $87^{\circ} 18' 06''$ West, 24.22 feet; thence the following 3 courses: North $8^{\circ} 17' 24''$ West, 271.04 feet; thence South $87^{\circ} 45' 42''$ West, 203.64 feet; thence North $35^{\circ} 35' 06''$ West, 82.40 feet; thence North $54^{\circ} 24' 54''$ East, 15 feet to the point of beginning; thence South $54^{\circ} 24' 54''$ West, 31 feet; thence South $83^{\circ} 1'$ West, 46.68 feet; thence North $6^{\circ} 59'$ West, 45.12 feet; thence North $83^{\circ} 16'$ East, to the Easterly line of that parcel of land described in Certified Survey Map recorded in said Register's office in Volume 14 of Certified Survey Maps on page 210; and thence South $8^{\circ} 44' 42''$ East to the point of beginning.

Document No.

TERMINATION OF EASEMENT
Document Title

THIS TERMINATION OF EASEMENT is made as of the 7th day of April, 2016, by the City of Wausau, a municipal corporation of the State of Wisconsin ("CITY").

WITNESSETH:

WHEREAS, Cloverbelt Cooperative Services, Inc., a Wisconsin corporation ("Cloverbelt"), entered into a certain Easement for the benefit of Glen M. Witter ("Witter") on January 24, 1992, which was recorded in the office of the Register of Deeds for Marathon County, Wisconsin on February 24, 1992 in Volume 580 of Micro Records on Pages 267-268 as Document No. 0960860 (the "Easement Agreement");

WHEREAS, the Easement Agreement conveyed certain easement rights (collectively, the "Easement") over certain real property then-owned by Cloverbelt in the City of Wausau, Wisconsin, which property is more particularly described on Exhibit A attached hereto (the "Burdened Parcel") for the benefit of certain adjacent real property then-owned by Witter in the City of Wausau, Wisconsin, which property is more particularly described on Exhibit B attached hereto (the "Benefited Parcel");

Recording Area

Name and Return Address

City of Wausau Attorney's Office
407 Grant Street
Wausau, WI 54403

PIN: See Exhibit A and Exhibit B

WHEREAS, CITY has since taken ownership of both the Burdened Parcel and the Benefited Parcel; and

WHEREAS, CITY desires to terminate the Easement Agreement and to terminate, release and extinguish the Easement.

NOW, THEREFORE, it is declared as follows:

The Easement Agreement is hereby terminated, and all terms and provisions of the Easement Agreement shall hereinafter become null and void. Furthermore, the Easement is hereby terminated, released and extinguished.

[Signature Page Follows]

EXHIBIT A

LEGAL DESCRIPTION OF THE BURDENED PARCEL

291.2907.252.0992

Those parts of the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) and of the Southwest quarter (SW ¼) of the Northwest quarter (NW ¼), all in Section twenty-five (25), and those parts of Government Lot five (5) and of Government Lot six (6), both in Section twenty-six (26), all in Township twenty-nine (29) North, Range seven (7) East (or those parts of said NW ¼ of SW ¼ and of said SW ¼ of NW ¼ of said Section 25, in case the calls of the description of the premises hereinafter particularly set forth would locate the said premises entirely within the boundaries of said Section 25), in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at a point of intersection of the Northerly and Westerly boundary line of the right of way of the "West Side Main Track" of the Chicago, Milwaukee & St. Paul Railway Company, with a line running due East and West and passing through a point 95.6 feet Northerly from the Northwest corner of Block 15 of McIndoe and Shuter's Addition to Wausau, in the Westerly line of said Block 15 extended, (the said point through which the said East and West line passes being at the present time marked by an iron rod or stake set midway between the rails of a railroad spur track running approximately East and West); thence running due West from said point of intersection and place of beginning to a point located a distance of 339.4 feet West of the said intersection of the Easterly side of said Block 15, extended, with said line running due East and West; thence running due North a distance of 350 feet; thence running due East to the Westerly boundary line of the right of way of the main line of the Chicago, Milwaukee & St. Paul Railway Company; thence running in a Southeasterly direction along the Westerly and Southerly boundary line of said right of way of the said main line to the point of intersection of said Westerly and Southerly boundary line of the said main line with the Northerly boundary line of the right of way of the "West Side Main Track" of said Chicago, Milwaukee & St. Paul Railway Company; thence running in a Southwesterly direction along the Northerly side of the right of way of said "West Side Main Track", to the said place of beginning; excepting that part thereof included in Certified Survey Map No. 3912 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 14 of Certified Survey Maps on page 210.

AND

That part of the Southwest quarter (SW ¼) of the Northwest quarter (NW ¼) of Section twenty-five (25), and part of Government Lot five (5) of Section twenty-six (26), all in Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of Block 15 of McIndoe and Shuter's Addition to the City of Wausau, Marathon County, Wisconsin, running North on the West line thereof extended, 129.7 feet to an iron pipe midway between the rails of the spur track of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company; thence South 83° 16' West, 339.4 feet to a 1 ½ inch iron pipe; thence North 6° 59' West along the Easterly line of a parcel described in Volume 503 of Deeds, page 193, recorded in the office of the Register of Deeds for Marathon County, Wisconsin, a distance of 275.0 feet to a 1 inch iron rod marking the place of beginning; continuing thence North 6° 59' West, 75.0 feet to a concrete post located 3 feet below the ground and monumented by a ¾ inch x 1 ½ inch iron bar; thence North 81° 55' East, 261.3 feet to a point on the Southwesterly right-of-way line of the Chicago,

Milwaukee, St. Paul & Pacific Railroad Company right-of-way; thence Northerly along said right-of-way line to a point of intersection with the Southerly line of Bridge Street; thence West along the Southerly line of said Bridge Street to the East bank of the Wisconsin River; thence Southerly along the East bank of the Wisconsin River to a point of intersection with a line which bears South 83° 16' West from the aforementioned point of beginning; thence North 83° 16' East along the Northerly line of a parcel described in Volume 503 of Deeds on page 193, recorded in said Register's office, approximately 162 feet to the point of beginning; excepting that part thereof included in Certified Survey Map No. 3912 recorded in said Register's office in Volume 14 of Certified Survey Maps on page 210.

AND

That part of the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of Section twenty-five (25), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Beginning at an iron set on the West line of Block 15 of McIndoe and Shuter's Addition to the City of Wausau extended Northerly 52.03 feet North of the Northwest corner of said Block 15 to the Northwesterly line of the 40 foot right of way of the main spur track of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company, being the place of beginning; thence Northeasterly 150 feet, more or less, along the Northwesterly line of said railroad's 40 foot right of way to the point where it intersects the center line of said railroad's spur track which runs approximately East and West; thence Westerly along the center line of said East and West spur track 125 feet, more or less, to an iron at the intersection of said center line of said spur track and the West line of said Block 15 of said McIndoe and Shuter's Addition, extended Northerly 128.7 feet, from the Northwest corner of said Block 15; thence continuing Westerly along the center line of said East and West spur track 94.2 feet to an iron set in the center of said East and West spur track; thence Southerly, at a right angle, a distance of 65.2 feet to an iron; thence Southeasterly at an angle right of 135° 12', a distance of 61.37 feet to an iron set at the Northwesterly line of said railroad's 40 foot right of way; thence Northeasterly along the Northwesterly line of said railroad's 40 foot right of way to the place of beginning; also

The perpetual right to travel on and over a piece or parcel of land twenty-two (22) feet wide East and West by thirty-five (35) feet long North and South and adjoining the above described premises on the West, the North line of this parcel being seven (7) feet South of the center of said railroad's East and West spur track; also

A perpetual right of way, in common with the owner or owners of the adjoining property to the West of the premises first hereinabove described, for all purposes of ingress and egress, with vehicles or otherwise, from First Street to said twenty-two (22) by thirty-five (35) foot parcel last above described, which right of way is over, upon, and across the land lying immediately West and Southwest of the property first hereinabove described.

AND

That part of Certified Survey Map No. 3912 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 14 of Certified Survey Maps on page 210; being a part of Government Lot five (5) in Section twenty-six (26), and part of the Southwest quarter (SW ¼) of the Northwest quarter (NW ¼) of Section twenty-five (25), all in Township twenty-

nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of Block 15, McIndoe and Shuter's Addition, City of Wausau; thence South $87^{\circ} 18' 06''$ West, 24.22 feet; thence the following 3 courses: North $8^{\circ} 17' 24''$ West, 271.04 feet; thence South $87^{\circ} 45' 42''$ West, 203.64 feet; thence North $35^{\circ} 35' 06''$ West, 82.40 feet; thence North $54^{\circ} 24' 54''$ East, 15 feet to the point of beginning; thence South $54^{\circ} 24' 54''$ West, 31 feet; thence South $83^{\circ} 1'$ West, 46.68 feet; thence North $6^{\circ} 59'$ West, 45.12 feet; thence North $83^{\circ} 16'$ East, to the Easterly line of that parcel of land described in Certified Survey Map recorded in said Register's office in Volume 14 of Certified Survey Maps on page 210; and thence South $8^{\circ} 44' 42''$ East to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF THE BENEFITED PARCEL

291-2907-252-0988

Certified Survey Map No. 3912 recorded in the Office of Register of Deeds for Marathon County in Volume 14 of Certified Survey Maps on Page 210, being part of Sections 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, except the parcel described in Document No. 874661 recorded in the Office of Register of Deeds for Marathon County in Volume 460 of Micro-Records on Page 784.

Document No.

**TERMINATION OF
EASEMENT AGREEMENT**
Document Title

THIS TERMINATION OF EASEMENT AGREEMENT is made as of the 7th day of April, 2016, by the City of Wausau, a municipal corporation of the State of Wisconsin ("CITY").

WITNESSETH:

WHEREAS, Glenn M. Witter ("Witter") and CITY entered into a certain Easement Agreement dated December 25, 2001, which was recorded in the office of the Register of Deeds for Marathon County, Wisconsin on February 8, 2002 as Document No. 1266162 (the "Easement Agreement");

WHEREAS, the Easement Agreement, among other agreements, granted to CITY certain easement rights (collectively, the "Easement") on certain real property then-owned by Witter in the City of Wausau, Wisconsin, which property is more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, CITY has since taken ownership of the Property; and

WHEREAS, CITY desires to terminate the Easement Agreement and to terminate, release and extinguish the Easement.

NOW, THEREFORE, it is declared as follows:

The Easement Agreement is hereby terminated, and all terms and provisions of the Easement Agreement shall hereinafter become null and void. Furthermore, the Easement is hereby terminated, released and extinguished.

[Signature Page Follows]

Recording Area

Name and Return Address

City of Wausau Attorney's Office
407 Grant Street
Wausau, WI 54403

PIN: 291.2907.252.0988

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certified Survey Map No. 3912 recorded in the Office of Register of Deeds for Marathon County in Volume 14 of Certified Survey Maps on Page 210, being part of Sections 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, except the parcel described in Document No. 874661 recorded in the Office of Register of Deeds for Marathon County in Volume 460 of Micro-Records on Page 784.

Document No.

**TERMINATION OF
EASEMENT AGREEMENT**
Document Title

THIS TERMINATION OF EASEMENT AGREEMENT is made as of the 7th day of April, 2016, by the City of Wausau, a municipal corporation of the State of Wisconsin ("CITY").

WITNESSETH:

WHEREAS, Kenneth A. Hendricks ("Hendricks") and CITY entered into a certain Easement Agreement dated on May 26, 1999, which was recorded in the office of the Register of Deeds for Marathon County, Wisconsin on June 2, 1999 as Document No. 1175517 as corrected by Affidavit of Correction recorded on March 6, 2009, as Document No. 1533541 (the "Easement Agreement");

WHEREAS, the Easement Agreement, among other agreements, granted to CITY certain easement rights (collectively, the "Easement") on certain real property then-owned by Hendricks in the City of Wausau, Wisconsin, which property is more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, CITY has since taken ownership of the Property; and

WHEREAS, CITY desires to terminate the Easement Agreement and to terminate, release and extinguish the Easement.

NOW, THEREFORE, it is declared as follows:

The Easement Agreement is hereby terminated, and all terms and provisions of the Easement Agreement shall hereinafter become null and void. Furthermore, the Easement is hereby terminated, released and extinguished.

[Signature Page Follows]

Recording Area

Name and Return Address
City of Wausau Attorney's Office
407 Grant Street
Wausau, WI 54403

PIN: 291.2907.264.0998

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 2 of Certified Survey Map No. 5761 recorded in the Office of Register of Deeds for Marathon County in Volume 21 of Certified Survey Maps on Page 79, being part of Sections 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Waiving City's right to purchase property in the Wausau Business Campus in order to allow the title transfer of 7333 Stewart Avenue from Stewart Avenue Holdings, LLC to United Properties Investment, LLC	
Committee Action:	Pending
Fiscal Impact:	None
File Number:	14-0111
Date Introduced:	April 18, 2016

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, Stewart Avenue Holdings, LLC intends to transfer title of 7333 Stewart Avenue to United Properties Investment, LLC, and

WHEREAS, deed restrictions on the property give the City of Wausau the right to exercise its option to purchase the property, and

WHEREAS, your Economic Development Committee, at their April 18, 2016 meeting, considered the matter and wishes to waive the right to purchase the property.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the City hereby waives its right to exercise its option to purchase the property at 7333 Stewart Avenue in the Wausau Business Campus in order to allow the transfer of title of the property to United Properties Investment, LLC.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the Mayor and Clerk are hereby authorized to execute the attached Waiver of Right to Purchase.

BE IT FURTHER RESOLVED that United Properties Investment, LLC will abide by all terms and conditions set forth in the Wausau Business Campus covenants and that any previous deed restrictions run with the property.

Approved:

James E. Tipple, Mayor

WAIVER OF RIGHT TO PURCHASE

Document Number

Document Title

A. The City of Wausau, a Wisconsin Municipal Corporation reserved certain rights, including a right to purchase the property under certain circumstances, in that certain Warranty Deed dated April 28, 1976, recorded April 30, 1976, with the Marathon County Register of Deeds in Micro-Record 225, Page 728 as Document No. 694940 (the "Warranty Deed") for the property described in Exhibit A attached hereto (the "Property").

B. Stewart Avenue Holdings, LLC, has received an offer to purchase the Property from United Properties Investment, LLC, a summary of which offer has been provided to the City of Wausau, and intends to transfer title to the Property to United Properties Holdings, LLC (the "Transfer").

C. The City of Wausau does not wish to exercise any rights under the Warranty Deed regarding this Transfer.

Recording Area

Name and Return Address:

Joseph M. Mella, Esq.
Ruder Ware, L.L.S.C.
P.O. Box 8050
Wausau, WI 54402-8050

See attached Exhibit A

Parcel Identification Number (PIN)

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Wausau, Wisconsin, hereby waives any right to exercise its option to purchase the Property with respect to or as a result of this Transfer .

Dated as of _____.

CITY OF WAUSAU

By: _____
As its _____

ATTEST:

By: _____
As its _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, _____, _____, as the _____ of _____ of City of Wausau, and _____ as the _____ of the City of Wausau, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____, Notary Public

County, Wisconsin
My Commission _____.

This instrument was drafted by Joseph M. Mella, Esq., Ruder Ware, L.L.S.C., 500 First Street, Suite 8000, P.O. Box 8050, Wausau, Wisconsin 54402-8050.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot one (1) of Certified Survey Map No. 11344 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 48 of Certified Survey Maps on page 26, as Document No. 1209231; being a part of the Southeast quarter (SE ¼) of the Northeast quarter (NE ¼) of Section thirty-six (36), Township twenty-nine (29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin.

Tax Key: 2906-361-995

PIN: 37-291-4-2906-361-0995