City of Stoughton, 207 S. Forrest Street, Stoughton WI 53589

RESOLUTION OF THE COMMON COUNCIL			
Approving an Agreement with the Greenbriar Farms Limited Partnership ("Greenbriar") to convey land to the City of Stoughton for Road Right-of-Way ("Greenbriar Drive") Committee Action: Fiscal Impact: $			
File Number:	R – 2022	**Date Introduced:**	March 8, 2022

WHEREAS, Greenbriar owns parcel ID no. 281/0611-313-9001-2 located in the City of Stoughton, Dane County Wisconsin ("Property"); and

WHEREAS, Greenbriar wishes to convey to the City by quit claim deed the portion of the property to be used as a road right-of-way ("Greenbriar Drive") which will connect U.S. HWY 51 and Nygaard Street (which has not yet been constructed); and

WHEREAS, an Agreement in Connection with Greenbriar Drive ("Agreement") has been drafted for this conveyance; now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper City official(s) be hereby directed and authorized to execute the Agreement in Connection with Greenbriar Drive.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

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CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
207 S. Forrest, Stoughton, WI. 53589

(608) 873-6619 www.ci.stoughton.wi.us

RODNEY J. SCHEEL
DIRECTOR

Date: March 3, 2022

To: Finance Committee

From: Rodney J. Scheel
Director of Planning & Development

Subject: Greenbriar Drive - Agreement

As part of the 51 West Development, Nygaard Street is planned to extend north to a street extension east of USH 51 at Rutland Dunn Town Line Road. This street east of USH 51 is being called Greenbriar Drive. The land for Greenbriar Drive to Nygaard Street is proposed to be donated to the City as part of an agreement. Improvements to Greenbriar Drive in this section are planned to be funded with the 51 West Development.

Our City Attorney has drafted an agreement for this land conveyance and is provided for your consideration.

If you have any questions, please contact me.

Mayor Tim Swadley

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AGREEMENT IN CONNECTION WITH
GREENBRIAR DRIVE

This Agreement in Connection with Greenbriar Drive ("Agreement") is dated _____, 2022 and is by and between the City of Stoughton, a Wisconsin municipal corporation ("City"), and Greenbriar Farms Limited Partnership, a Wisconsin limited partnership ("Greenbriar").

RECITALS

A. Greenbriar owns parcel ID no. 281/0611-313-9001-2 located in the City of Stoughton, Dane County Wisconsin ("Property"); and

B. Greenbriar wishes to convey to the City by quit claim deed the portion of the Property legally described on Exhibit A attached hereto and incorporated herein to be used as a road right-of-way ("Greenbriar Drive") which will connect U.S. HWY 51 and Nygaard Street (which has not yet been constructed) as shown on Exhibit B attached hereto and incorporated herein, based on the terms and conditions contained in this Agreement.

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

AGREEMENT

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement as if fully set forth in this Section 1.

2. Conveyance of Greenbriar Drive. Greenbriar shall convey to the City by quit claim deed Greenbriar Drive at no cost to the City except the City shall be responsible for the cost of recording the deed. Greenbriar shall be responsible for any and all property taxes and assessments for the Property, including Greenbriar Drive.

3. Cost of Improvements. Greenbriar shall not be responsible for the cost of constructing Greenbriar Drive or any other improvements on Greenbriar Drive including those associated with the 51 West Development following the conveyance of Greenbriar Drive to the City.

4. Gate. Following the conveyance of Greenbriar Drive to the City, the City shall install, at its expense, a gate thirty feet in width in the approximate location identified on Exhibit B. The City shall not be responsible for locking the gate or maintaining the gate. The City may remove the gate at such time as the right-of-way is to be extended east of the gate.

5. Remedies Upon Default. Upon either party's breach of any of its obligations arising under this Agreement, the non-defaulting party shall be entitled to all remedies provided under either law or equity, including specific performance.

6. Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the

same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7. Entire Agreement; Modifications. This document contains the entire agreement between the City and Greenbriar. This Agreement may be amended or modified only by a written instrument duly executed by both the City and Greenbriar.

CITY OF STOUGHTON	**GREENBRIAR FARMS LIMITED PARTNERSHIP**
_____	_____
By: Timothy Swadley, Mayor	By:
Date:_____	Date:_____

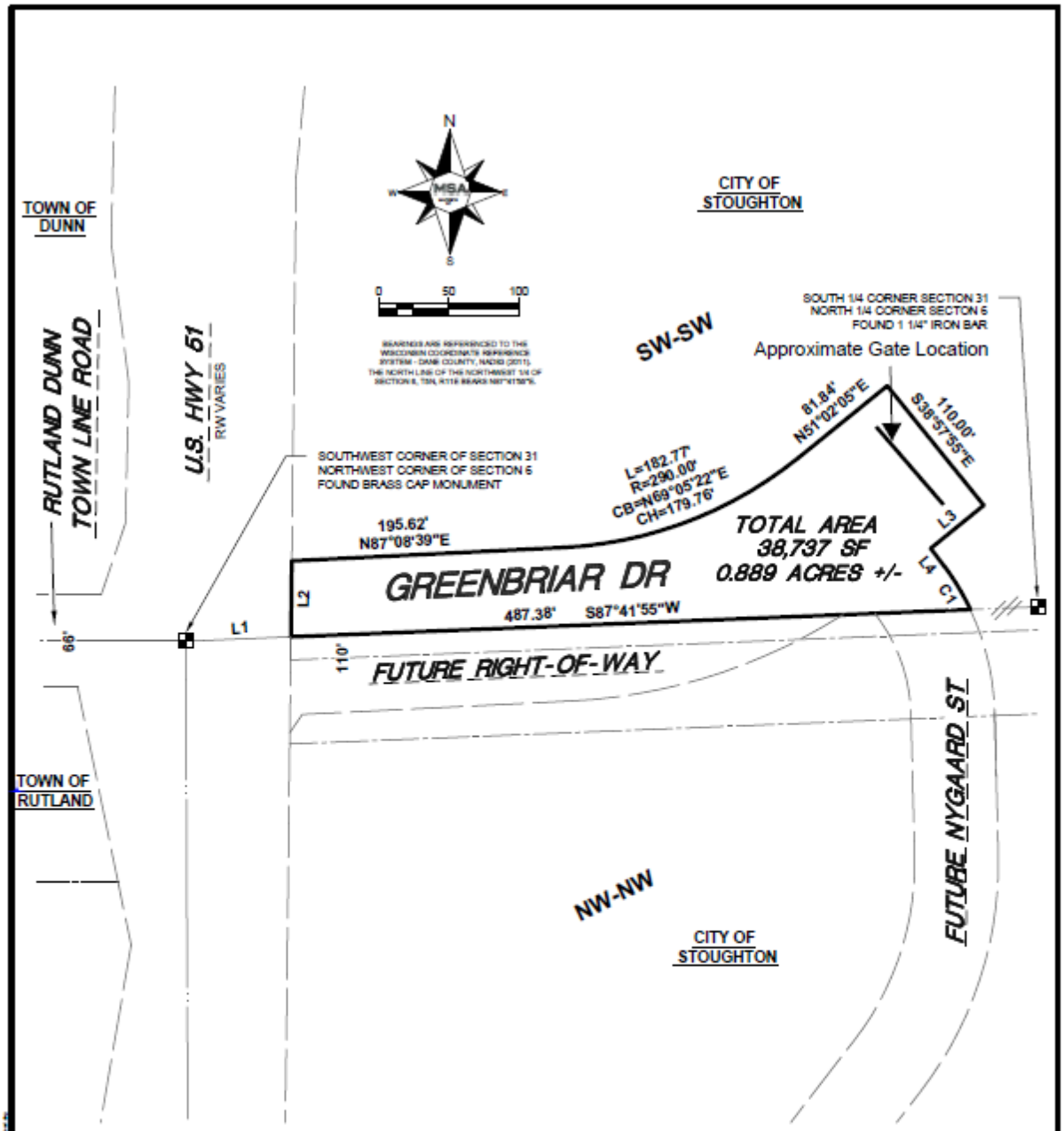
EXHIBIT A

LEGAL DESCRIPTION OF GREENBRIAR DRIVE

A part of the Southwest 1/4 of the Southwest 1/4 of Section 31, Township 6 North, Range 11 East in the City of Stoughton more particularly described as follows: Commencing at the Southwest corner of said Section 31; thence North 87°41'55" East along the South line of said Section 31, a distance of 75.32 feet to a point on the East right-of-way line of USH 51 and being the Point of Beginning; thence North 00°38'40" East along the said East right-of-way line, a distance of 54.32 feet; thence North 87°08'39" East, a distance of 195.62 feet to a point of curvature; thence easterly 182.77 feet along a curve to the left having a radius of 290.00 feet, the chord of said curve bears North 69°05'22" East a distance of 179.76 feet to a point of tangency; thence North 51°02'05" East, a distance of 81.84 feet; thence South 38°57'55" East, a distance of 110.00 feet; thence South 51°02'05" West, a distance of 48.81 feet; thence South 36°43'12" East, a distance of 15.89 feet to a point of curvature; thence southeasterly 36.41 feet along a curve to the right having a radius of 183.00 feet, the chord of said curve bears South 31°01'12" East a distance of 36.35 feet to a point on the South line of the said Section 31; thence South 87°41'55" West along the said South line, a distance of 487.38 feet to the Point of Beginning.

Said parcel contains 38,737 square feet or 0.889 acres more or less.

EXHIBIT B



LINE TABLE

LINE	LENGTH	BEARING
L1	75.32'	N87°41'55"E
L2	54.32'	N00°38'40"E
L3	48.81'	S51°02'05"W
L4	15.89'	S36°43'12"E

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	36.41'	183.00'	S31°01'12"E	36.35'

MSA	GREENBRIAR FARMS DEED CITY OF STOUGHTON STOUGHTON, WI	Roadway Deed Exhibit	PROJECT NO. 19091001 SHEET 1 OF 1