

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2016-06**

**APPROVING GRANT OF EASEMENT FOR GAS MAIN,
PLAT OF BEAR TREE FARMS, VILLAGE OF WINDSOR, WI**

WHEREAS, Steven D. Pederson, as President of Bear Tree Farms, Inc. and PC Farm Holdings II, LLC (“Developer”), has requested that the Village of Windsor (“Windsor”), a municipal corporation and the owner of Outlot 2 of the Plat of Bear Tree Farms, grant to Madison Gas & Electric Company (“MG&E”) an easement for that portion of the gas main that will cross a small part of Outlot 2, and all on the conditions set forth in the attached Right-of-Way Grant Gas Main, which is attached as Exhibit A and incorporated by reference; and

WHEREAS, a legal description and map showing the location of the easement are attached hereto as Exhibit B and incorporated by reference; and

WHEREAS, the Village Engineer has reviewed the location and confirmed the public necessity for the gas main, and recommends approval of same as to Outlot 2 only; and

WHEREAS, the Village Attorney has reviewed the Grant of Easement and confirmed that it is in the form of a standard easement required by MG&E; and

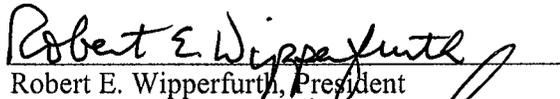
WHEREAS, the Village Board has reviewed and approved the Developer’s request, all as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Windsor as follows:

1. The Village Board authorizes the Village President and Village Clerk to execute the Grant of Easement.
2. Developer shall provide a copy of the recorded Grant of Easement to the Director of Planning & Development within 30 days of recording same.

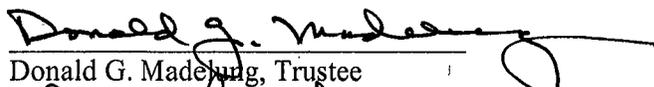
The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on the 21st day of January, 2016, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President


Bruce Stravinski, Trustee


Monica M. Smith, Trustee


Donald G. Madelung, Trustee


Alan Buchner, Trustee

Incorporated by Reference:
Exhibits A&B

Attested to by:


Tina Butteris, Deputy Village Clerk

Description:

Two strips, each 6 feet in width, located in Lots 64 through 79 and Outlot 2, Bear Tree Farms, Village of Windsor, Dane County, Wisconsin, described as follows:

A six-foot strip in Lots 64 through 71, abutting and parallel with the Northerly right-of-way line of Royal View Drive, the Northerly line of which strip terminates at the Northeasterly line of said Lot 64 and the Westerly line of said Lot 71; AND

A six-foot strip in Lots 72 through 79 and Outlot 2, lying 14 feet Southerly from and parallel with the Southerly right-of-way line of Royal View Drive, the Northerly line of which strip terminates at the Westerly line of said Lot 72 and Northeasterly line of said Lot 79, and the Southerly line of which strip coincides with the Southerly line of a platted 20-foot Pedestrian/Bike Path Easement.

**RIGHT-OF-WAY GRANT
GAS MAIN**

Document No.

The undersigned, herein called Grantor, in consideration of One Dollar (\$1.00) and other valuable considerations, paid to Grantor by MADISON GAS AND ELECTRIC COMPANY, a Wisconsin corporation, Grantee, receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto said Grantee, its successors, and assigns, the perpetual right and easement to construct, lay, operate, maintain, inspect, replace and remove a pipeline, including valves, metering, regulating, and other appurtenances necessary for the distribution of gas upon, along, under, and through the following legally described land located in the Village of Windsor, Dane County, Wisconsin, which is graphically described on Exhibit A attached hereto:

Return To:
Rights-of-Way Department
Madison Gas and Electric Co.
P.O. Box 1231
Madison, WI 53701-1231

PIN See attached list

MGE Easement No. _____

Two strips, each 6 feet in width, located in Lots 64 through 79 and Outlot 2, Bear Tree Farms, Village of Windsor, Dane County, Wisconsin, described as follows:

A six-foot strip in Lots 64 through 71, abutting and parallel with the Northerly right-of-way line of Royal View Drive, the Northerly line of which strip terminates at the Northeasterly line of said Lot 64 and the Westerly line of said Lot 71; AND

A six-foot strip in Lots 72 through 79 and Outlot 2, lying 14 feet Southerly from and parallel with the Southerly right-of-way line of Royal View Drive, the Northerly line of which strip terminates at the Westerly line of said Lot 72 and Northeasterly line of said Lot 79, and the Southerly line of which strip coincides with the Southerly line of a platted 20-foot Pedestrian/Bike Path Easement.

TOGETHER with the right to enter upon said land for the above purposes, including repairing or removing the same, and the right to trim or remove such trees and brush as may now or hereafter interfere with or endanger said facilities. The Grantee shall not have the right to erect any fence or other structures unless otherwise specifically provided for herein. The Grantor shall have the right to use and enjoy the surface of the right-of-way conveyed hereby, but shall not interfere with the use of same by Grantee for purposes hereinabove granted. The Grantor shall not build, create, or construct any buildings or other structures, plant trees, inundate, or change the grade of said right-of-way, nor permit others to do so without the express written consent of the Grantee. It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future and that none of the rights herein granted shall be lost by non-use.

This Agreement is binding upon heirs, administrators, executors, and assigns of Grantor.

The undersigned warrants and represents that the undersigned has the proper power and authority to grant this Right-of-Way Grant.

WITNESS, the hand and seal of the Grantor(s) this 4th day of January, 2016.

BEAR TREE FARMS, INC. (except as to Outlot 2)

PC FARM HOLDINGS II, LLC (except as to Outlot 2)

By: Steven D. Pederson
Steven D. Pederson, President

By: Steven D. Pederson
Steven D. Pederson, President

By: Robert E. Wipperfurth
Robert W. Wipperfurth, Village President

Attest: Christine Capstran
Christine Capstran, Village Clerk

STATE OF WISCONSIN) ss
COUNTY OF DANE)

ACKNOWLEDGEMENT

Personally came before me this 4th day of January, 2016, the above named Steven D. Pederson, as President of Bear Tree Farms, Inc. and PC Farm Holdings II, LLC, to me known (or satisfactorily proven) to be the person(s) who executed the foregoing instrument and acknowledged the same.

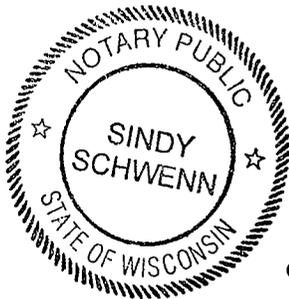


Kimberly K. Pederson
Notary Public
State of Wisconsin, Dane County
My commission expires 03/20/2018

STATE OF WISCONSIN) ss
COUNTY OF DANE)

ACKNOWLEDGEMENT

Personally came before me this 28 day of January, 2016, the above named Robert W. Wipperfurth, as Village President, and Christine Capstran, as Village Clerk, to me known (or satisfactorily proven) to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of the Village of Windsor.



This instrument drafted by
Madison Gas and Electric Company
Drafter: Lawrence D. Foreman

Sindy Schwenn
Notary Public
State of Wisconsin
My commission expires 3-18-18

Consent

In consideration of \$1.00 and other valuable consideration, the undersigned hereby adopts and joins in the execution of the above and foregoing Gas Main Easement grant (and does hereby subordinate its mortgage thereto) and consents to the enjoyment by the Grantee therein of the rights by said grant (except at to Outlot 2).

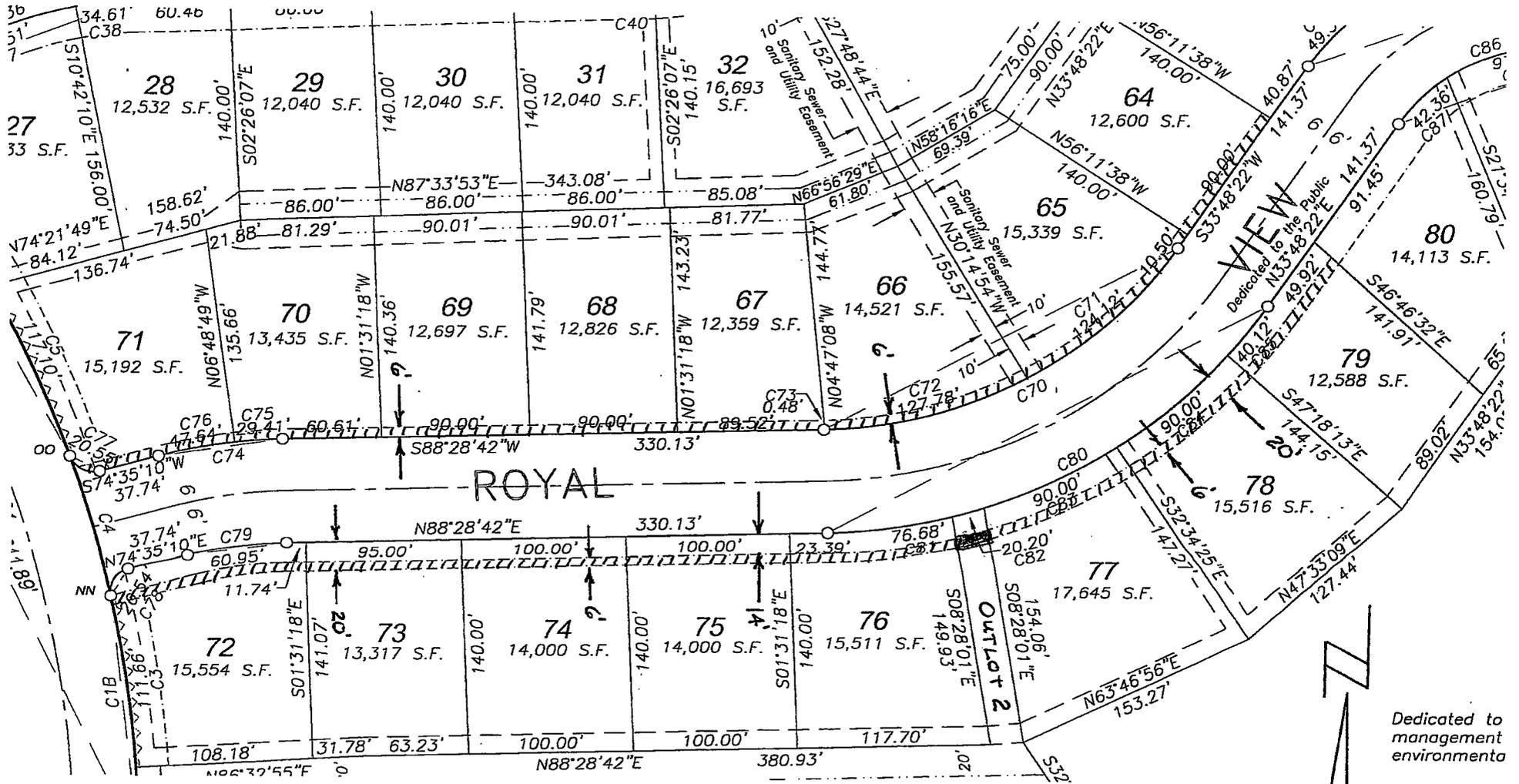
Dated this _____ day of January, 2016.

Wisconsin River Bank
(Corporate Seal)

By: Richard Arneson
Richard Arneson, President

Item 14

EXHIBIT

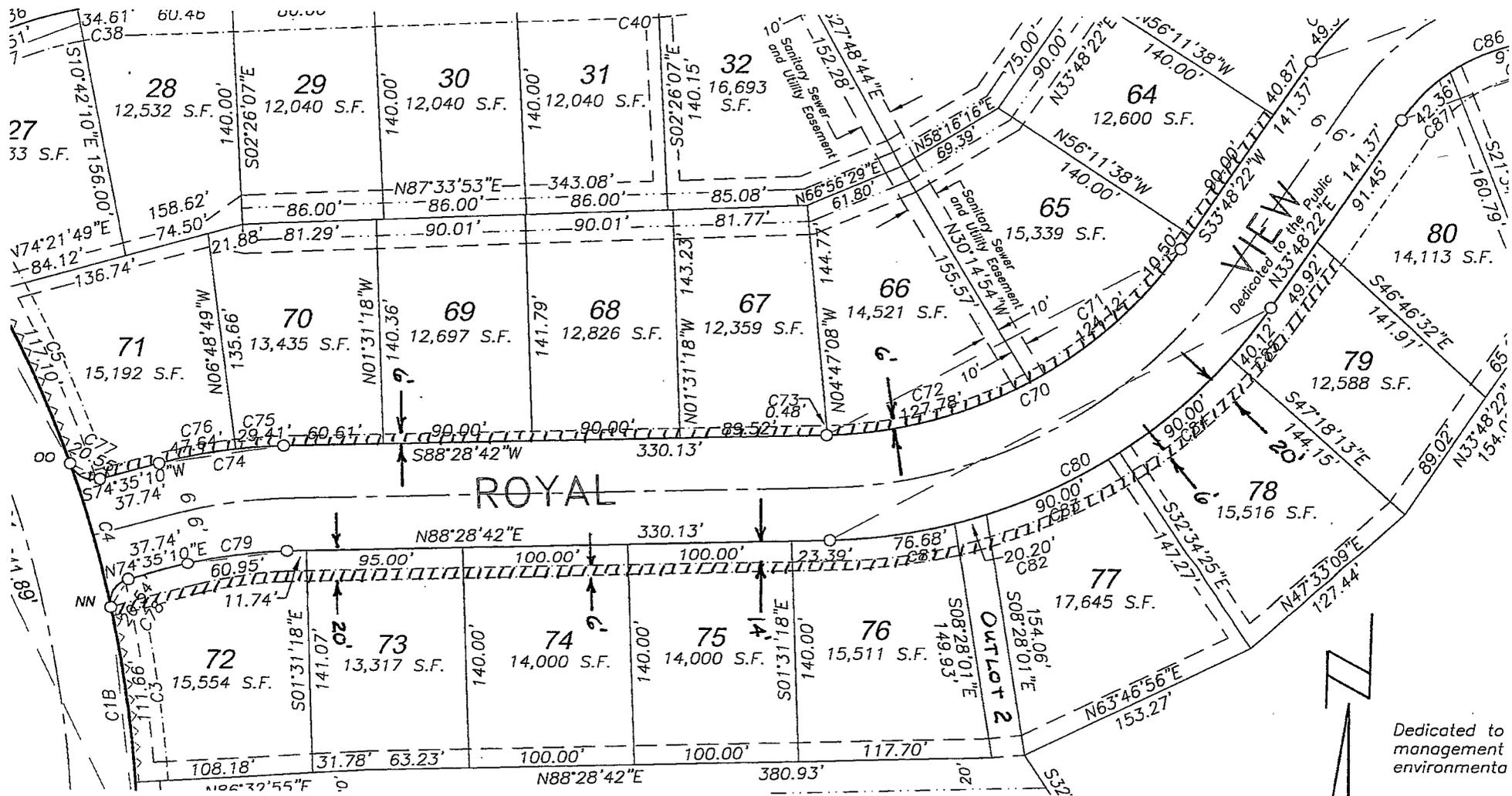


||||||| = 6' EASEMENT

▨ EASEMENT

Dedicated to
management
environmenta

EXHIBIT



 = 6' EASEMENT

Dedicated to management environmenta