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**AGREEMENT
BETWEEN THE CITY OF MADISON, THE CITY OF MIDDLETON AND OLD SAUK
TRAILS PARK LIMITED PARTNERSHIP REGARDING DETACHMENT OF LANDS AND
BETWEEN THE CITY OF MADISON AND THE CITY OF MIDDLETON
AUTHORIZING CONNECTION TO THE CITY OF MADISON'S
BLACKHAWK ROAD SEWER**

THIS AGREEMENT, made on the 2nd day of March, 1994, by and between the City of Madison, a municipal corporation in the State of Wisconsin, hereinafter called "Madison"; the City of Middleton, a municipal corporation located in the State of Wisconsin, hereinafter called "Middleton" and Old Sauk Trails Park Limited Partnership, a Wisconsin limited partnership, hereinafter called "the Partnership".

WITNESSETH:

WHEREAS, Madison, Middleton and RIK, Inc. entered into a certain Agreement, dated August 10, 1984, which Agreement provided for possible future detachment of certain RIK, Inc. lands from Madison and attachment of said lands to Middleton; and the Partnership is the successor to the interests of RIK, Inc. under the said 1984 Agreement; and

WHEREAS, the parties now wish to effect a single detachment of lands from Madison and to then terminate the 1984 Agreement; and

WHEREAS, Section 66.30, of the Wisconsin Statutes, authorizes towns, villages, cities, and other governmental units and regional planning commissions as "municipalities" to contract for the joint exercise of any power or duty required or authorized by statute; and,

WHEREAS, the governmental units which are parties hereto are such municipalities and are authorized by statute to exercise the powers implicit herein; and,

WHEREAS, Madison has allowed construction of an 8" public sanitary sewer to the intersection of Blackhawk Rd. and Pleasant View Rd.; and

WHEREAS, Middleton wishes to connect a local public sanitary sewer to be constructed to Madison's public sanitary sewer at the intersection of Blackhawk Rd. and Pleasant View Rd.;

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NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES HERETO, IT IS AGREED AS FOLLOWS:

1. Madison shall cause the construction of the sewer extension and obtain the necessary approvals for said construction from the Madison Metropolitan Sewerage District, the Dane County Regional Planning Commission, and the Department of Natural Resources of the State of Wisconsin.
2. Madison shall inspect the construction of the public sewer and at the conclusion of the construction, prepare as-built drawings to be retained by Madison's Engineer.
3. Madison shall provide contract administration during the construction of the main and at the conclusion of construction obtain lien waivers from the contractors involved in the construction.
4. Middleton shall be allowed to connect to the extended sewer in order to serve any developments located north of Blackhawk Road and within Middleton and the eighteen hundred (1,800) acre service area for the RIK Interceptor as shown on the attached map, marked Exhibit A. The extended sewer shall be owned and maintained by Madison, but Middleton agrees to reimburse Madison for the prorated cost of the construction of the extension and to cooperate in the performance of and pay the prorated cost of maintenance of any portion to the sewer extension that serves both Madison and Middleton. Middleton shall not allow other properties outside the jurisdiction of Madison or Middleton to connect to the sewer without the approval of Madison.
5. That Madison and Middleton shall individually collect and remit to the Madison Metropolitan Sewerage District all District fees and charges for those properties which lie within their respective boundaries and which connect to the sewer extension.
6. The City of Middleton agrees not to pursue annexation of the properties currently owned by McKenzie 300 Corp located south of Blackhawk Rd. and west of Pleasant View Rd., and further agrees not to oppose annexation of said lands to Madison. Middleton and Madison further hereby adopt mutual annexation policies that for the next fifteen years from the date of this Agreement, as the two cities grow to the west, they shall utilize Blackhawk Rd. to its western terminus, and on the line extended west beyond that point to the western terminus of the Town of Middleton, as the dividing line regarding annexations, with Middleton annexing only lands north of Blackhawk Road

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extended and Madison annexing only lands south of Blackhawk Road extended.

7. Middleton understands the Madison position that any realignment of the road system within the Partnership's Old Sauk Trails Park to align with Greenway Blvd. extended is an issue to be negotiated with the Partnership. Middleton accepts this understanding and further agrees to permit and accept dedication of a connecting street from Deming Way to Greenway Blvd. from the Old Sauk Trails Park within the Partnership lands proposed for detachment from Madison. Middleton agrees to construct at its expense the necessary median break for the connecting street at the time it constructs Greenway Blvd. The Partnership agrees to construct the connecting street at its cost at the time of final platting of the abutting Old Sauk Trails Park lands in Madison.
8. Madison will detach the property described in Exhibit B upon adoption of the appropriate ordinance and execution of this Agreement. The parties hereby further agree that said detachment concludes and terminates the 1984 Agreement and that no further detachments will occur thereunder. Middleton agrees to annex-attach and rezone the detachment area for residential development purposes. Middleton further agrees that it will not, for a period of ten (10) years from the date of this agreement, act unilaterally to rezone the property from residential use to a use permitted in Madison's RPSM Zoning District as it now exists. The Partnership agrees to restrict the use of the property described in Exhibit B for a period of ten (10) years from the date of this agreement to residential development purposes or other uses not permitted in Madison's RPSM Zoning District as it now exists. The Partnership further agrees that such restriction shall be in a form acceptable to the Madison City Attorney. This restriction shall be made of record to run with the land and shall be recorded prior to the sale of the property or no later than ten (10) days from the date of Middleton's adoption of its annexation-attachment ordinance, whichever is sooner.
9. The Partnership agrees to require the developer of the lands identified in the C.G. Gallina Corp. Development Plan as Parcel #2 to buffer the residential development of said parcel with landscaping along its southern boundary and the future extension of Deming Way in Madison, with said landscaping to be approved by Madison's Planning Unit Director, or his or her designee which approval shall not be unreasonably withheld or unduly delayed.
10. The Partnership agrees to reimburse Madison for future lost tax revenue on the lands to be detached, in the sum of ten

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thousand (\$10,000) dollars, payable upon the closing of the sale of said lands, or July 1, 1994, whichever occurs first.

- 11. This Agreement shall be deemed to have been made in the State of Wisconsin and its validity, construction, performance, breach and operation shall be governed by the laws of the State of Wisconsin. No provision of this Agreement shall be construed to require either City to take any action in violation of law.
- 12. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
- 13. In the event of a dispute arising out of this Agreement, which results in litigation, the prevailing party shall have its attorney fees reimbursed in full by the opposing party or parties.
- 14. In the performance of the services under this Agreement, the parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.
- 15. List of Exhibits--The following exhibits are attached hereto and made a part hereof by reference:
 Exhibit A--RIK Interceptor Sewer Service Map
 Exhibit B--Legal Description of Detachment Area

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers and their seals to be affixed as of the day and year first above written.

CITY OF MADISON

Susan A. Hamblin
for Paul R. Soglin, Mayor

Ray Fisher
Ray Fisher, City Clerk

COUNTERSIGNED:

Paul R. Reilly
Paul R. Reilly
City Comptroller

APPROVED AS TO FORM:

Eunice Gibson
Eunice Gibson
City Attorney

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BLACKHAWK ROAD SEWER & OLD SAUK TRAILS PARK DETACHMENT AGREEMENT

STATE OF WISCONSIN)

COUNTY OF DANE

) ss.

Susan A. Hamblin for
Personally came before me this 2nd day of March, 1994, Paul R. Soglin, Mayor and Ray Fisher, City Clerk, to me known to be such Mayor and City Clerk of the City of Madison, a municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as a deed of such corporation, by its authority.

Acting

James M. [Signature]

Notary Public
Dane County, Wisconsin
My Commission: *[Signature]*

CITY OF MIDDLETON

Dan Ramsey
Dan A. Ramsey, Mayor

Timothy R. Studer
Timothy R. Studer, City Clerk

COUNTERSIGNED:

Timothy R. Studer
Timothy R. Studer
City Comptroller

APPROVED AS TO FORM:

Bruce K. Kaufmann
Bruce K. Kaufmann
City Attorney

BLACKHAWK ROAD SEWER & OLD SAUK TRAILS PARK DETACHMENT AGREEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 1st day of March, 1994, Dan A. Ramsey, Mayor, and Timothy R. Studer, City Clerk, to me known to be such Mayor and City Clerk of the City of Middleton, a municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as a deed of such corporation, by its authority.

[Signature of Bruce K. Kaufman]
Notary Public
Dane County, Wisconsin
My Commission: 15 permanent

OLD SAUK TRAILS PARK LIMITED PARTNERSHIP
BY: OLD SAUK TRAILS DEVELOPMENT COMPANY,
a Wisconsin corporation, General Partner

[Signature of George Gialamas]
By: George Gialamas, President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 31st day of January, 1994, George Gialamas, President of Old Sauk Trails Development Company, to me known to be such corporate officer and acknowledged that he executed the foregoing instrument as such officer, as a deed of such corporation, by its authority.

[Signature of Notary Public]
Notary Public
Dane County, Wisconsin
My Commission: 15 permanent

EXHIBIT B

LANDS TO BE DETACHED FROM THE CITY OF MADISON
AND ANNEXED TO THE CITY OF MIDDLETON

A parcel of land located in the NW 1/4 and the SW 1/4 of the NE 1/4 and in the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 15, T7N, R8E, City of Madison, Dane County, Wisconsin, more fully described as follows: Beginning at the north quarter corner of said Section 15; thence N89°34'07"E, along the north line of said NE 1/4, 165.10 feet to the east line of the west 5 acres of the NW 1/4 of said NE 1/4; thence S01°31'26"W, along the said east line extended, 1,402.35 feet; thence N89°10'58"W, 189.47 feet to a point of curve; thence southwesterly on a curve to the left which has a radius of 370.00 feet and a chord which bears S68°34'04"W, 280.19 feet; thence S46°19'06"W, 13.88 feet to a point of curve; thence northeasterly on a curve to the left which has a radius of 30.00 feet and a chord which bears N04°59'54"E, 39.62 feet; thence N36°19'19"W, 150.66 feet to a point of curve; thence northwesterly on a curve to the left which has a radius of 315.00 feet and a chord which bears N55°16'20"W, 204.59 feet; thence N74°13'21"W, 55.26 feet to a point of curve; thence southwesterly on a curve to the left which has a radius of 30.00 feet and a chord which bears S65°28'20"W, 38.81 feet to a point on a curve; thence southwesterly on a curve to the right which has a radius of 502.00 feet and a chord which bears S58°14'34"W, 547.93 feet; thence N88°40'53"W, 129.71 feet to a point of curve; thence southwesterly on a curve to the left which has a radius of 30.00 feet and a chord which bears S46°19'07"W, 42.43 feet; thence N01°19'07"E, along a line that is 60 feet east of, measured at right angles to, the west line of the NE 1/4 of the NW 1/4 of said Section 15, 1,343.84 feet to the point of intersection with a line that is parallel to and 200.00 feet south of measured at right angles to, the north line of said Section 15; thence N89°46'53"E, on last mentioned parallel line to a point that is 435.6 feet east of the west line of the NE 1/4 of the NW 1/4 of said Section 15, 375.64 feet; thence N01°19'07"E, parallel to the last mentioned west line, 200.00 feet to the north line of said Section 15; thence N89°46'53"E, along said north line 890.02 feet to the point of beginning. Containing 44.373 acres.

FN: 93-04-133
Revised:12/16/93

Prepared by:

D'Onofrio, Kottke &
Associates, Inc.

Wayne D. Barsness, L.S.