

ATTACHMENT AGREEMENT
Between the City of Madison and Dahl Family LLC

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter “City”), 210 Martin Luther King Jr., Blvd., Madison, Wisconsin 53703, and Dahl Family LLC is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, Dahl Family LLC (hereinafter “Owner”) is the sole owner of the property, identified with Tax Key Numbers 038-0708-353-9580-5 and 038-0708-353-9641-1, located at 3276 S. High Point Road in the Town of Middleton, Dane County, Wisconsin, described and illustrated in Exhibits A and B (hereinafter “Property”); and,

WHEREAS, Property currently is not connected to the City sanitary sewer or water services, although sanitary sewer and water mains run by the property under High Point Road; and,

WHEREAS, Owner now desires to connect Property to City water services; and,

WHEREAS, under the Final City of Madison and Town of Middleton Cooperative Plan (“the Plan”), approved on December 11, 2003 pursuant to Wis. Stat. §66.0307, Property is scheduled to attach to City on the February 3, 2042; and,

WHEREAS, under Sections 11.01, 12.01 and 14.03 of the Plan, Owner may request connection to the City water services prior to 2042, provided that the Owner agrees to pay for extension of the services to Property over a five-year period with interest, and Owner agrees to the attachment of the Property to the City at the end of the five-year period; and,

WHEREAS, Owner agrees to the terms of service and future attachment of the Property to the City under the terms and conditions outlined herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, terms and conditions hereinafter set forth, Owner and City, with intent to be bound, do hereby agree as follows:

1. Owner shall petition for attachment of the Property to the City of Madison within one year of the connection to City water services. Five (5) years after the date that water services are first extended to the Property, the City may, pursuant to Section 14.03 of the Plan, attach the Property to the City by Attachment Ordinance without consent of the Owner or residents of the Property, subject to the procedural requirements of Section 12.01 of the Plan. If Owner wants to attach the Property to the City prior to the expiration of the five year period, Owner shall inform the City of this desire and the attachment may be moved up.
2. Upon the execution of this Agreement, Owner may connect Property to the City water services in the manner specified in the Madison General Ordinances and policies in effect at the time of filing the petition. Owner is responsible for all the costs to connect Property to the City services as well as the customary and ordinary connection charges imposed by the City. Prior to the attachment date, Owner may also connect Property to City sewer services on the same terms and conditions. Additionally, in the event of a sewer connection being made, Owner agrees to pay any sewer area charges levied by the Madison Metropolitan Sewerage District (MMSD) as determined by MMSD. Upon connection to

a City service, Owner will become a customer of the respective City utility, and agrees to be bound by the terms of service thereof.

3. Owner further agrees to pay for any costs that may be incurred by the City to extend service to the Property over a period of five (5) years, with interest. Costs for extension shall be determined on the same basis as costs generally applicable for extensions to similarly situated property within the City.
4. Owner agrees that any unpaid costs or special assessments associated with the water and/or sewer service, including any costs related to the extension of service to the Property, as set forth in Sections 2 and 3 of this Attachment Agreement, may be recovered by the City through the imposition of special assessments or special charges against the Property pursuant to Wis. Stat. Sec. 66.0707. Owner agrees not to contest the imposition of such special assessments or special charges against Property.
5. This Agreement shall run with the land, be recorded in the Office of the Dane County Register of Deeds and shall be binding upon Owner, as well as Owner's successors, assigns, heirs, or any other person taking any interest or right in the Property after the date on which this Agreement is executed.
6. This Agreement shall be subject to enforcement by specific performance in a court of law or equity should Owner refuse to abide by the terms and conditions of the Agreement. Owner shall pay all court costs and attorney's fees that the City expends in an action to enforce this Agreement.
7. In the performance of this Agreement, Owner agrees not to discriminate against any employee or applicant for employment 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 belief or student status. Owner further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.
8. This Agreement may be amended only by written instrument signed by both parties.
9. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by individuals and officers duly authorized on the dates noted below.

Matt Dahl, Dahl Family LLC

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by Madison is authorized by Resolution Enactment No. RES ___ - _____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20_____.

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND TO BE ATTACHED TO THE CITY OF MADISON

Part of Lots 1 and 2, Certified Survey Map No. 5020, recorded in Volume 22 of Certified Survey Maps on pages 233-235 as Document Number 1959511 in the Dane County Register of Deeds Office, located in the SE1/4 of the SW1/4 of Section 35, T7N, R8E, Town of Middleton, Dane County, Wisconsin to-wit:

Commencing at the South 1/4 of said Section 35; thence S88°54'11"W, 1284.68 feet along the South line of said SW1/4; thence N01°17'10"E, 875.17 feet to a point on the East right-of-way line of South Highpoint Road, also being the most Westerly of the Southwesterly corners of said Lot 1, Certified Survey Map No. 5020 and the point of beginning, the remaining courses are along the existing Corporate boundary of the City of Madison; thence N01°17'10"E, 449.30 feet along said East right-of-way line to the Northwest corner of said Lot 2, Certified Survey Map No. 5020; thence N88°55'10"E, 447.31 feet along said East right-of-way line, South lines of Lots 244-248, Valley Ridge and the South right-of-way line of Dayflower Drive, also being the said North line of Lot 1, Certified Survey Map No. 5020; thence S01°18'07"W, 66.06 feet to the Northeast corner of said Lot 1, Certified Survey Map No. 5020; thence S00°42'00"E, 114.46 feet along the East line of said Lot 1; thence S11°15'49"E, 77.91 feet to a jog in the East line of said Lot 1, also being the most Northerly corner of exception in Warranty Deed recorded as Document Number 2160691 in the Dane County Register of Deeds Office; thence S09°18'54"E, 62.57 feet along the East line of said exception; thence S03°06'35"W, 346.05 feet along said East line to a point on the North line of Lot 2, Certified Survey Map No. 9504; thence S88°54'10"W, 302.72 feet along the North line of Lot 2, Certified Survey Map No. 9504 to a point on the East line of Lot 1, Certified Survey Map No. 16059; thence N01°16'16"E, 215.35 feet along the East line of said Lot 1 and the East line of Lot 2, Certified Survey Map No. 7007 to the Northeast corner of said Lot 2, Certified Survey Map No. 7007; thence S88°59'17"W, 165.92 feet along the North line of Lot 2, Certified Survey Map No. 7007 to the point of beginning.

Containing 273,517 square feet (6.279 acres).

