



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 11795**

**File ID:** 11795

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** BOARD OF ESTIMATES

**File Created Date :** 08/26/2008

**File Name:** Homburg Farms LLC Dedication

**Final Action:**

**Title:** Authorizing the execution of a Dedication Agreement between the City of Madison and Homburg Farms, LLC for the dedication of land for the Glacial Drumlins State Bike Trail, and the execution of a sanitary sewer easement with the Village of Cottage Grove and a bike path easement with the Wisconsin Department of Natural Resources within the dedicated lands.

**Notes:**

**CC Agenda Date:** 09/02/2008

**Sponsors:** Judy Compton

**Enactment Date:**

**Attachments:** 9-11-08 Homburg Aerial - Vilas Hope Rd.pdf

**Enactment Number:**

**Author:** Donald S. Marx, Manager Office of Real Estate Services

**Hearing Date:**

**Entered by:** afreedman@cityofmadison.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Community and Economic Development Unit	08/26/2008	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Board of Estimates, Board of Park Commissioners, Plan Commission						
1	COMMON COUNCIL	09/02/2008	Referred	BOARD OF ESTIMATES			
	<b>Action Text:</b> This Resolution was Referred to the BOARD OF ESTIMATES						
	<b>Notes:</b> Additional Referral(s): Board of Park Commissioners, Plan Commission						
1	BOARD OF ESTIMATES	09/02/2008	Refer	BOARD OF PARK COMMISSIONERS		09/10/2008	
	<b>Action Text:</b> This Resolution was Refer to the BOARD OF PARK COMMISSIONERS						
	<b>Notes:</b>						
1	BOARD OF ESTIMATES	09/02/2008	Refer	PLAN COMMISSION		09/15/2008	
	<b>Action Text:</b> This Resolution was Refer to the PLAN COMMISSION						
	<b>Notes:</b>						

1	BOARD OF PARK COMMISSIONERS	09/10/2008	Return to Lead with the Recommendation for Approval	BOARD OF ESTIMATES	Pass
	<b>Action Text:</b>	A motion was made by MacDonald, seconded by Scarbrough, to Return to Lead with the Recommendation for Approval to the BOARD OF ESTIMATES. The motion passed by the following vote:			
	<b>Notes:</b>	Absent: 1 Betty Chewning Ayes: 6 Joseph R. Clausius; Michael Schumacher; David L. Wallner; Emanuel Scarbrough; Betty N. MacDonald and William W. Barker			
1	PLAN COMMISSION	09/15/2008	Return to Lead with the Recommendation for Approval	BOARD OF ESTIMATES	Pass
	<b>Action Text:</b>	A motion was made by Olson, seconded by Cnare, to Return to Lead with the Recommendation for Approval to the BOARD OF ESTIMATES. The motion passed by voice vote/other.			
	<b>Notes:</b>				
1	BOARD OF ESTIMATES	09/22/2008			

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### Text of Legislative File 11795

#### Fiscal Note

There is no exchange of cash involved in the dedication from Homburg or the grant of easement to the state. Homburg will be given credit against park dedication or payments required in other developments that it is or will be doing. The \$16,625 payment for the sewer easement will be credited to the Impact Fee Fund (si32), which is where fees in lieu of dedication are deposited for use in land acquisitions.

#### Title

Authorizing the execution of a Dedication Agreement between the City of Madison and Homburg Farms, LLC for the dedication of land for the Glacial Drumlins State Bike Trail, and the execution of a sanitary sewer easement with the Village of Cottage Grove and a bike path easement with the Wisconsin Department of Natural Resources within the dedicated lands.

#### Body

WHEREAS, Homburg Farms, LLC ("Homburg") owns approximately 75 acres (the "Property") within the planned urban expansion area of the City; and

WHEREAS, Homburg intends to annex the Property to the City of Madison when it is timely for urban expansion; and

WHEREAS, the Wisconsin Department of Natural Resources (the "DNR") requires the use of 3.2 acres of the Property for the purpose of extending the Glacial Drumlins State Bike Trail (the "Bike Path") from the Village of Cottage Grove to Interstate 90 in the City of Madison; and

WHEREAS, the City supports the completion of the Bike Path into Madison and has executed a cooperative agreement with the DNR to jointly complete the project; and

WHEREAS, Homburg will be developing other parcels within the City prior to the development of the Property that will require parkland dedications; and

WHEREAS, Homburg is willing to dedicate to the City approximately 3.2 acres of land (the "Dedicated Lands"), as depicted on the attached Exhibit A, for the Bike Path prior to the development of the Property that will be credited and be used to meet parkland dedication

requirements for other developments within the City.

WHEREAS, the City and Homburg have negotiated the terms and conditions of a Dedication Agreement whereby the City will accept the Dedicated Lands and credit Homburg the acreage of the Dedicated Lands against future parkland dedication requirements in other Homburg developments within the City.

WHEREAS, the Village of Cottage Grove desires to acquire an easement from the City to install a sanitary sewer within the Dedicated Lands; and

WHEREAS, the Wisconsin Department of Natural Resources desires to obtain an easement, at no cost, from the City to construct, maintain and operate the Bike Path within the Dedicated Lands.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Madison (the "City") authorizes the execution of a Dedication Agreement (the "Agreement") between the City and Homburg Farms, LLC ("Homburg") for the dedication of land for the Glacial Drumlins State Bike Trail (the "Bike Path"), as depicted on attached Exhibit A (the "Dedicated Lands"), subject to the following terms and conditions:

1. Lands Dedication. Homburg agrees to dedicate to the City, at no cost to the City, the Dedicated Lands, and the City agrees to accept such dedication.
2. Future Dedication Requirements. The City agrees that, as Homburg develops other lands within the City, Homburg will receive credit for the Dedicated Lands against the lands that Homburg would be required for parkland dedication. For purposes of the credit, 3.2 acres will meet the parkland dedication requirement for 127 single family lots at 1,100 square feet dedicated per lot, or an equivalent dedication for other types of units.
3. Title Insurance. Homburg shall, at its sole expense and at least fifteen (15) days prior to closing, provide a final commitment from a title insurance company licensed in Wisconsin to issue ALTA title insurance in the amount of value of the Dedicated Lands with the City named as insured party. The commitment shall show title to the Dedicated Lands to be in good and marketable condition in the reasonable determination of the City, and subject only to liens to be paid out of the proceeds of the closing and to standard title insurance exceptions.
4. No Personal Property. The transactions contemplated by the Agreement do not include any personal property.
5. Contingencies of Dedication. The Agreement and the City's acceptance of the dedication of the Dedicated Lands are contingent upon the City's receipt of an environmental site assessment for the Dedicated Lands performed by a qualified independent environmental consultant, which discloses no potential defects. A "defect" is defined as a material violation of any environmental law, a material contingent liability affecting the Dedicated Lands arising under any environmental law, the presence of an underground storage tank(s) or material levels of substances either on the Dedicated Lands or presenting a significant risk of contaminating the Dedicated Lands due to future migration from other properties. Homburg shall deliver a copy of the environmental site assessment to the City as soon as it becomes available. If a defect is disclosed, the Agreement shall automatically be null and void.

6. Certified Survey. Homburg shall prepare a certified survey to dedicate the Dedicated Lands to the City.
  
7. Closing.
  - a) This transaction is to be closed at the office of the title insurance company issuing the commitment for title insurance, unless the parties agree in writing to another date or place.
  
  - b) Homburg agrees to execute and deliver to the City at closing a Warranty Deed conveying the Dedicated Lands to the City free and clear from all liens and encumbrances, excepting the following: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.
  
  - c) The City shall pay all recording/filing fees, except that Homburg shall pay the recording/filing fees for such documents as are required to be recorded/filed in order to cause title to the Dedicated Lands to be in the condition called for by this Agreement.
  
  - d) Homburg shall pay all real estate transfer fees payable pursuant to Section 77.25, Wisconsin Statutes, if any.
  
  - e) The closing fee charged by the title insurance company, if any, and related costs shall be shared equally between the City and Homburg.
  
8. Real Estate Taxes. Net general taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, or latest assessment times the latest known mil rate.
  
9. Special Assessments. Homburg shall be responsible for special and deferred assessments levied against the Dedicated Lands prior to closing.

BE IT FURTHER RESOLVED, that the Common Council authorizes the grant of a sanitary sewer easement to the Village of Cottage Grove within the Dedicated Lands for amount of \$16,625.

BE IT STILL FURTHER RESOLVED, that the Common Council authorizes the grant of an easement, at no cost, to the Wisconsin Department of Natural Resources for the construction, maintenance and operation of the Bike Path within the Dedicated Lands.

BE IT STILL FURTHER RESOLVED, that the Mayor and Clerk are authorized to sign any and all documents and legal instruments required to complete the transactions contemplated in this resolution.