

**BOUNDARY ADJUSTMENT AGREEMENT REGARDING
THE MID TOWN ROAD RIGHT-OF-WAY
BETWEEN THE CITY OF MADISON AND THE TOWN OF VERONA**

THIS AGREEMENT is made and entered into by and between the City of Madison, a Wisconsin municipal corporation with offices at 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703 (“City”), and the Town of Verona (“Town”), a Wisconsin municipal corporation with offices at 335 N. Nine Mound Rd., Verona, WI 53593.

RECITALS

WHEREAS, Wisconsin Statutes, Section 66.0301(6), authorizes municipalities whose boundaries are immediately adjacent at any point to enter into a written agreement determining all or a portion of common boundary line between the municipalities; and,

WHEREAS, Mid Town Road (the “Road”), aka Mid-Town Road & Midtown Road, runs from Timber Lane in the Town east approximately 4.3 miles to S. Gammon Rd. in the City and generally serves as the northern boundary line of the Town. From S. Pleasant View Rd. (formerly County Highway M) east to S. Gammon Rd. (the “Adjustment Area”), some portions of the Road are entirely in the City, and other portions are equally in both jurisdictions; and,

WHEREAS, the City wishes to improve and reconstruct the Road in the Adjustment Area from S. High Point Rd. to S. Gammon Rd. (the “Project”) as the Road in this area primarily serves City residents and the improvements thereto will benefit City residents; and,

WHEREAS, the Town does not wish to fully participate financially in the planned Project; and,

WHEREAS, in the near future, similar improvements and reconstruction may be necessary for the Road in the Adjustment Area outside of the Project area, and municipal boundary lines in this area may still lead to issues in funding said improvements and reconstruction; and,

WHEREAS, the Parties agree that it is in both Parties’ best interests to adjust the boundary between the Parties such that the entire right-of-way of the Road in the Adjustment Area is in the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the City and the Town do agree as follows:

1. Purpose. The purpose of this Boundary Adjustment Agreement (the “Agreement”) is to shift the portion of the Town’s northern boundary that runs through the center of the Road in the Adjustment Area south so that the entire right-of-way of the Road in the Adjustment Area is located in the City, thereby making the entire cost of future maintenance and responsibility for the Road in the Adjustment Area to be borne by the City, and the entire cost of the Project to be paid for by the City.

2. Effective Date. Subject to the concurrent execution of the Intergovernmental Agreement Regarding the Mid Town Road Right-of-Way between the Parties, this Agreement will become effective after both the Town and the City publish this Agreement as Class I notices pursuant to the requirements of Wis. Stat. Section 66.0301(6)(c)1, or as soon thereafter as the Parties execute this Agreement. Neither Party shall publish this Agreement unless and until both parties have done all of the following in compliance with Wis. Stat. Section 66.0301(6)(c):
 - a. Provided at least twenty (20) days written notice by certified mail to each owner of property that may be affected by the boundary change provisions contained herein, and the owners of all immediately adjacent properties;
 - b. Published a Class 1 notice of a public hearing on this Agreement under Ch. 985, Stats.;
 - c. Held a public hearing on this Agreement in accordance with the published notice;
 - d. Approved this Agreement by resolution adopted by its governing body following the public hearing as provided in par. (c).

Notwithstanding the foregoing, if, within 30 days of the publication of this Agreement, a petition for referendum is filed in accordance with Wis. Stat. Section 66.0301(6)(c)2, this Agreement shall not be effective until the results of the election in favor of this Agreement are certified. In the event of a referendum whose results do not approve this Agreement, this Agreement shall be void.

3. Scope of Agreement. This Agreement only impacts the boundary between the Town and the City that currently runs through the centerline of the Road in the Adjustment Area. No other boundary lines between the Parties are affected by this Agreement, and this Agreement shall not impact the ability of the Parties to determine their boundary lines in the future.
4. Boundary Adjustment. Upon the effective date of this Agreement, the entire boundary line of the Town in the Adjustment Area, to the extent that said boundary line is located in the Road right-of-way, shall be shifted south, immediately adjacent to the Road right-of-way, and thereafter the entire Road right-of-way in the Adjustment Area shall be located in the City, subject only to the City's enactment of an attachment ordinance under Sec. 66.0301(6)(e). Exhibit 1 to this Agreement sets forth the legal description of the property affected by this Agreement, and Exhibit 2 to this Agreement is a map showing the old boundary line between the Parties in the Adjustment Area and the new boundary line in the Adjustment Area.
5. Nondiscrimination. In the performance of 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. The Parties further agree 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.

6. Notice. Any notice or offer or demand required to be sent hereunder shall be sent by registered or certified United States mail, return receipt requested, at the Parties' respective addresses set forth below. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or three (3) days after notice is deposited in the mail. Any party may, at any time, change its notice address by giving the other party written notice of the new address.

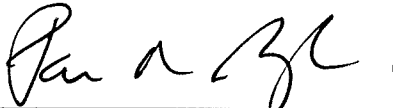
<u>Name</u>	<u>Address</u>
Rob Phillips	City Engineer 210 MLK Jr. Blvd., Room 115 City-County Building Madison WI 53703
Rose Johnson	Town Administrator/Director of Public Works 335 N. Nine Mound Rd. Verona, WI 53593

7. Construction. The Parties acknowledge that this Agreement is the product of negotiations between the Parties and that, prior to the execution hereof, each Party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against, any Party because that Party's attorney drafted this Agreement or any part hereof.
8. Final Agreement. This Agreement and the Intergovernmental Agreement Regarding the Mid Town Road Right-of-Way referenced herein constitute the entire agreement of the Parties with respect to the subject matter hereof, and may only be modified or supplemented by an additional writing between the Parties. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Agreement.
9. Miscellaneous.
 - a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.
 - b. All addenda and exhibits attached to this Agreement shall be considered part of this Agreement and the terms and conditions in such addenda and exhibits shall be binding upon all parties.

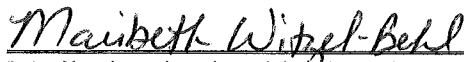
- a. This Agreement is intended to benefit the parties hereto and their respective officials and shall not be construed to create any right or benefit on behalf of any person, firm, corporation or other entity not a party hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR THE CITY OF MADISON


Paul Soglin, Mayor

7-26-11
Date

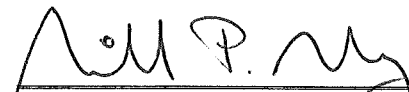

Maribeth Witzel-Behl, City Clerk
Countersigned:

7-19-2011
Date

Approved as to form:


for City Finance Director

7-20-11
Date



Michael P. May, City Attorney

26 JULY 2011
Date

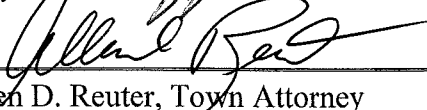
FOR THE TOWN OF VERONA


David K. Combs, Town Chair

7-15-2011
Date


Amy J. Volkmann, Clerk/Treasurer

7-14-2011
Date


Allen D. Reuter, Town Attorney

7-18-2011
Date

EXHIBIT 1

LANDS TO BE ATTACHED TO THE CITY OF MADISON FROM THE TOWN OF VERONA

PART "A"

Part of the NW1/4 of the NE1/4 of Section 3, T06N R08E, Town of Verona, Dane County, Wisconsin, more fully described as follows:

Commencing at the South Quarter Corner of Section 34, T07N R08E; thence N 88°54'09" E, 118 feet, more or less, along the South line of the said SE ¼ of Section 34 to the Point of Beginning of this description; Thence Easterly along said South line, 983 feet, more or less, to the Southerly prolongation of the Westerly line of Lot 1, CSM 2086; thence S01°01'28"W, 33.07 feet along said prolongation; thence S88°52'22"W, 129.58 feet, to the Northerly extension of the Easterly line of Lot 1, Certified Survey Map number 952; thence S00°05'25"E, 27.00 feet, along said extension, to the Southerly right-of-way of Mid Town Road, as presently located, and the Northeast corner of Lot 1 of Certified Survey Map number 952; thence S88°54'35"W, along the said Southerly right-of-way and the North lines of Lots 1-3, said Certified Survey Map number 952, 396.44 feet; thence N01°21'40"E, along the said Southerly right-of-way, 27 feet, more or less, to a line 33 feet south of, as measured by right angles to, the South line of the SE ¼ of Section 34; thence Westerly, along said Southerly right-of-way, which is 33 feet south of the said South line of the SE 1/4 , 457.5 feet, more or less; thence N01°05'51"W, 33.00 feet, to the South line of Section 34, T7N, R8E and the Point of Beginning.

PART "B"

Also, part of the NW1/4 and the NE1/4 of Section 2, T06N R08E, Town of Verona, Dane County, Wisconsin, more fully described as follows:

Beginning at the Northwest corner of said Section 2, thence Easterly along the South line of Section 34 and Section 35, T07N R08E, 2673 feet, more or less, to the South quarter

corner of said Section 35; thence N88°37'31"E, 1003.45 feet, along the South line of the SE ¼ of said Section 35, to the northerly extension of the West line of Certified Survey Map 9644; thence South 00°06'12" East, 33.01 feet, along said northerly extension, to the northwest corner of Lot 1, CSM 9644 and the Southerly right-of-way of Mid Town Road, as presently located; thence Westerly, along said Southerly right-of-way, which is 33 feet south of, as measured by right angles to, the South line of said Section 35, 1205 feet, more or less, to the Easterly right-of-way of Marty Road; thence Southerly, along said Easterly right-of-way, 33 feet, more or less; thence N88°08'40"W, 66.00 feet, to a point of curve of Lot 1, Certified Survey Map 4332, which is N01°51'20"E, 198.84 feet from the Southeast corner thereof; thence along the arc of a 25.00 foot radius curve whose long chord bears thence N44°48'35"W, 36.37 feet, to a point of tangency; thence N88°31'30"E, along said Southerly right-of-way and north line of said Lot 1, 136.00 feet, to the Northwest corner of said Lot 1; thence N 01°51'20" E, along the westerly line of said CSM and said Southerly right-of-way, 7 feet, more or less, to a line which is 33 feet south of, as measured by right angles to, the South line of said Section 35, thence Westerly, along said Southerly right-of-way, which is 33 feet south of the South lines of Sections 34 & 35, 2243 feet, more or less, to the West line of Section 02, T06N R08E; thence N00°07'37"E, 33.01 feet, along the West line of said Section 02, to the Northwest corner of said Section 2 and the Point of Beginning.

Revised July 7, 2011 - ETP

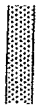
EXHIBIT 2
MAP SHOWING OLD BOUNDARY LINE AND NEW BOUNDARY LINE

**JURISDICTIONAL LIMITS
 ALONG MID TOWN RD**

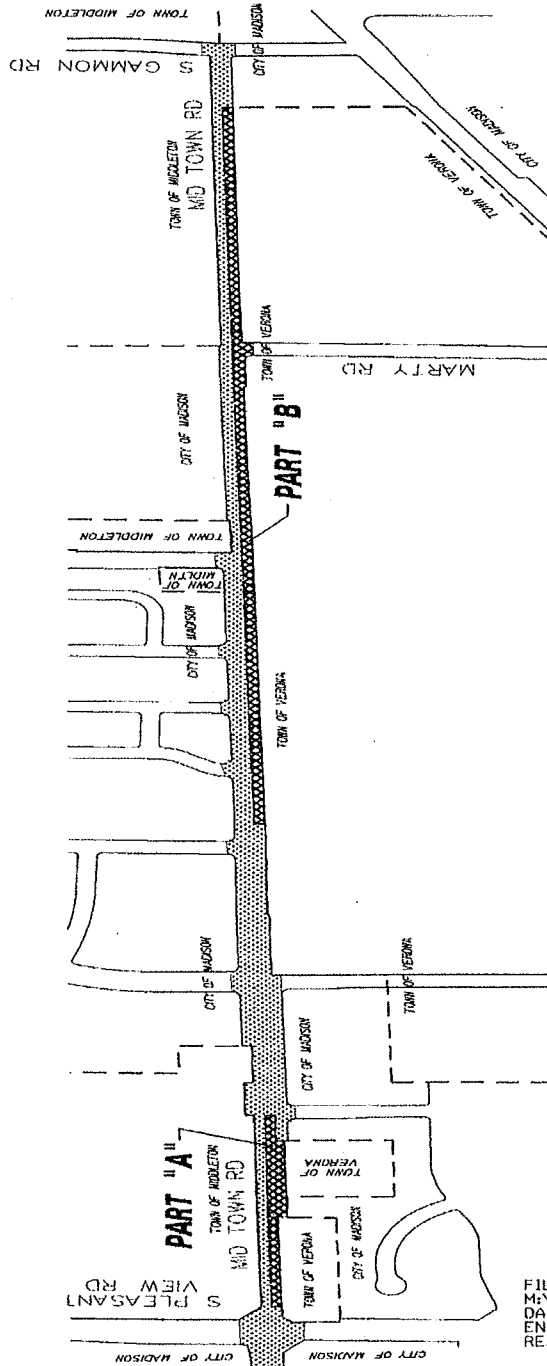
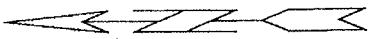
**DEPARTMENT OF PUBLIC WORKS
 CITY ENGINEERING DIVISION
 MADISON, WISCONSIN**

CURRENT CITY OF MADISON LIMITS ALONG MID TOWN RD

**LANDS TO BE ATTACHED TO THE CITY OF MADISON
 FROM THE TOWN OF VERONA PER THE TERMS OF
 A BOUNDARY ADJUSTMENT AGREEMENT
 PART "A" & PART "B"**



SCALE: 1"=600 FEET



FILENAME: M:\Mapping\Annexations\
 DATE: 05/18/2011
 ENGR. PROJ. NO. 53W1275
 REAL ESTATE PROJ. NO.