

**BOUNDARY ADJUSTMENT AGREEMENT REGARDING 3101 SYENE RD.**

Between the City of Madison and the City of Fitchburg

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THIS AGREEMENT, 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 (“Madison”), and the City of Fitchburg, a Wisconsin municipal corporation with offices at 5520 Lacy Rd., Fitchburg, WI 53711 (“Fitchburg”), is effective as of the date by which both parties have signed hereunder.

**WITNESSETH:**

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, the property located at 3101 Syene Rd., Parcel No. 251-0609-021-0092-8, (the “Parcel”) is a lot approximately 2137 square feet in area, owned by Nicholas & Kerry Laper (“Lapers”), that is entirely in Madison, with the eastern property line also being the jurisdictional line between Madison and Fitchburg, and the western property line lying along and being made up of the Syene Rd. right-of-way; and,

WHEREAS, the Parcel’s only current use is to provide a joint-driveway approach for 3105 Syene Rd. and 3030 Syene Rd. (a property made up of multiple tax parcels that is also owned by the Lapers and that is entirely in Fitchburg); and,

WHEREAS, during the 2011 reconstruction of Syene Rd. it was discovered that portions of the Parcel are occupied by Syene Rd.; and,

WHEREAS, the Lapers have expressed an interest in having the Parcel brought into Fitchburg so that it can be assembled with the parcels making up 3030 Syene Rd. and both Madison and Fitchburg are in agreement with this request, and, subject to certain conditions set forth in this Boundary Adjustment Agreement (the “Agreement”), find that is in both Parties’ best interests to adjust the boundary between the Parties such that the portions of the Parcel not dedicated to Madison as right-of-way (the “Remnant Parcel”) be in Fitchburg.

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

1. Purpose. The purpose of this Agreement is to shift the portion of Madison and Fitchburg’s shared boundary that currently runs along the eastern property line of 3101 Syene Rd. west to a point adjacent to the newly defined Syene Rd. right-of-way so that the entire Remnant Parcel will lie in Fitchburg.
2. Effective Date. Subject to the concurrent execution of the Intergovernmental Agreement Regarding the Boundary Adjustment at 3101 Syene Rd. between the Parties (the “Intergovernmental Agreement”), and the dedication of portions of the Parcel by the Lapers

to Madison for the Syene Rd. right-of-way as depicted on attached Exhibit A, this Agreement will become effective after both Madison and Fitchburg publish this Agreement as Class I notices pursuant to the requirements of Wis. Stat. Section 66.0301(6)(c)2, 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 whose property is currently located in the municipality and in, or immediately adjacent to, the Parcel;
- 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 Madison and Fitchburg that currently runs along the eastern property line of the Parcel as depicted on Exhibit A. 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 boundary between Madison and Fitchburg shall shift west from the eastern property line of the Parcel to the new right-of-way line of Syene Rd. as shown on Exhibit A, subject only to Fitchburg's enactment of an attachment ordinance under Sec. 66.0301(6)(e). Exhibit B to this Agreement sets forth the legal descriptions of the portions of the Parcel to be dedicated to Madison and the Remnant Parcel.
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
Paul Woodard	Director of Public Works City of Fitchburg 5520 Lacy Rd. Fitchburg, WI 53711

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 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 or 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.
  - c. 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

Approved as to form:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael P. May, City Attorney

\_\_\_\_\_  
Date

FOR THE CITY OF FITCHBURG

\_\_\_\_\_  
Shawn Pfaff, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Cory, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tony Roach, City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Sewell, City Attorney

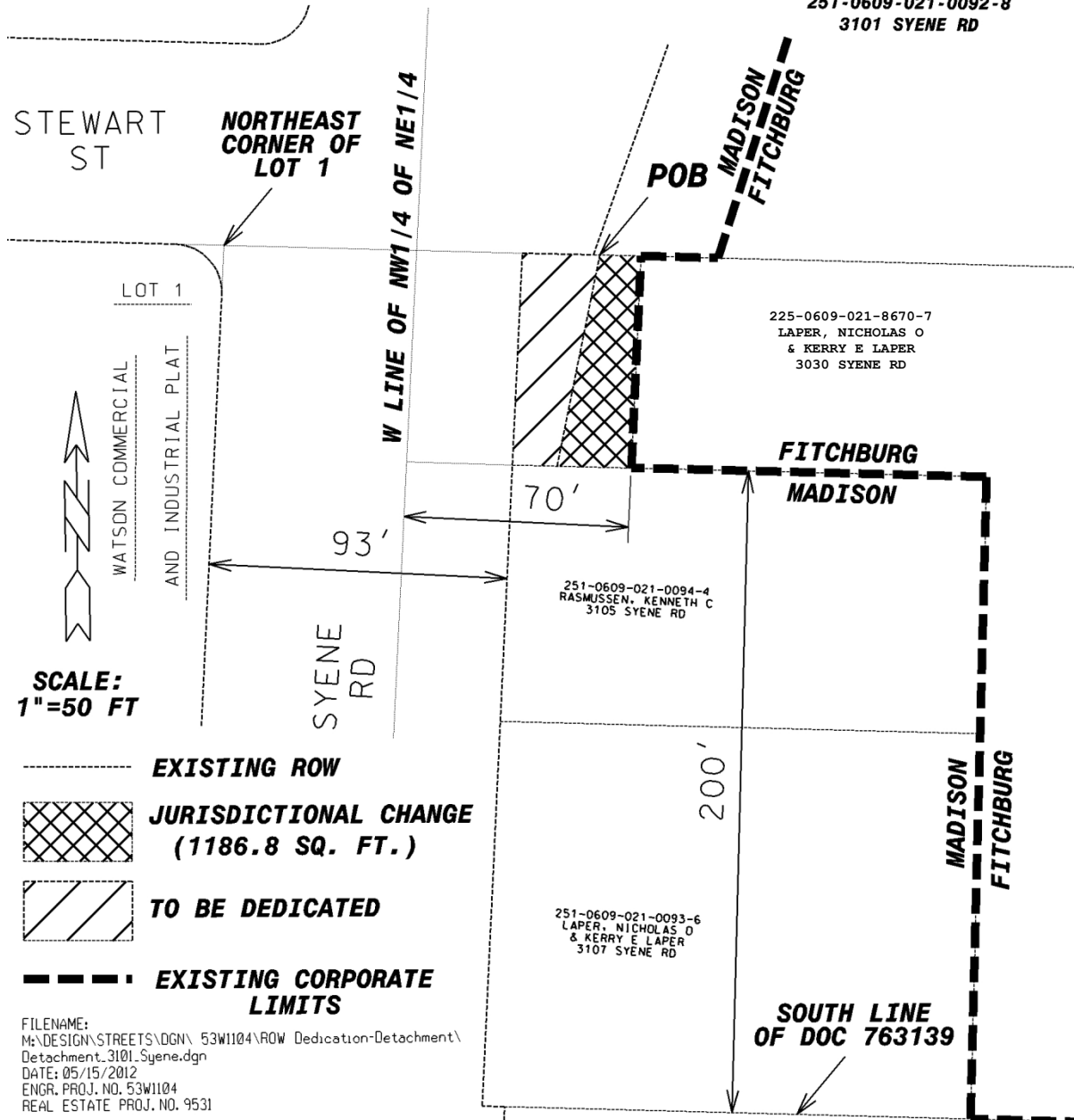
\_\_\_\_\_  
Date

# EXHIBIT A



Depiction of the Portions of the Parcel to be Dedicated to Madison and Adjusted to Fitchburg

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

**PROPERTY OWNER:  
LAPER, NICHOLAS & KERRY  
251-0609-021-0092-8  
3101 SYENE RD**



**SCALE:  
1"=50 FT**

- **EXISTING ROW**
-  **JURISDICTIONAL CHANGE  
(1186.8 SQ. FT.)**
-  **TO BE DEDICATED**
- **EXISTING CORPORATE LIMITS**

FILENAME:  
M:\DESIGN\STREETS\DCN\ 53W1104\ROW Dedication-Detachment\  
Detachment\_3101\_Syene.dgn  
DATE: 05/15/2012  
ENGR. PROJ. NO. 53W1104  
REAL ESTATE PROJ. NO. 9531

## EXHIBIT B

### Legal Descriptions of the Portions of the Parcel to be Dedicated to Madison and the Remnant Parcel

#### Portion of the Parcel to be Dedicated to Madison

##### **Dedication area: 1,256.3 square feet (0.029 acres)**

Part of the Northwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section 2, Town 6 North, Range 9 East, City of Madison, Dane County, Wisconsin, described as follows: Commencing at the Northeast corner of Lot 1, Watson Commercial & Industrial Plat, thence South 88°33'10" East, along the South line of Stewart Street extended, 60.01 feet, to the West line of the said Northwest 1/4 of the Northeast 1/4; thence continuing South 88°33'10" East, along the South line of Stewart Street extended, 33.01 feet, to a point on a line that is parallel to and 93 feet East of, as measured at right angles to, the East line of said Lot 1, and the **Point of Beginning**; thence continuing South 88°33'10" East, along the South line of Stewart Street extended, 24.13 feet; thence South 11°27'49" West, 67.03 feet, to a point on a line that is parallel to and 200 feet North of, as measured at right angles to, the South line of a parcel described in Volume 513 of Deeds, Page 357, as document number 763139, Dane County Registry; thence North 88°32'06" West, along said line that is 200 feet North of the South line of said described parcel, 13.94 feet, to a point on a line that is parallel to and 93 feet East of, as measured at right angles to, the East line of said Lot 1; thence North 2°43'26" East, along said line that is 93 feet East of Lot 1, 66.02 feet, to the **Point of Beginning**.

#### Remnant Parcel

##### **Jurisdictional change area: 1,186.8 square feet (0.027 acres)**

Part of the Northwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section 2, Town 6 North, Range 9 East, City of Madison, Dane County, Wisconsin, described as follows: Commencing at the Northeast corner of Lot 1, Watson Commercial & Industrial Plat, thence South 88°33'10" East, along the South line of Stewart Street extended, 117.15 feet, to the **Point of Beginning**; thence continuing South 88°33'10" East, along the South line of Stewart Street extended, 12.88 feet, to a point on a line that is parallel to and 70 feet East of, as measured at right angles to, the Centerline of Syene Road, said Centerline also being the West line of the said Northwest 1/4 of the Northeast 1/4; thence South 2°43'26" West, along said line that is 70 feet East of said Centerline, 66.03 feet, to a point on a line that is parallel to and 200 feet North of, as measured at right angles to, the South line of a parcel described in Volume 513 of Deeds, Page 357, as document number 763139, Dane County Registry; thence North 88°32'06" West, along said line that is 200 feet North of the South line of said described parcel, 23.07 feet; thence North 11°27'49" East, 67.03 feet, to the **Point of Beginning**.