

ATTACHMENT AGREEMENT
Between the City of Madison and Janet Lounsbury

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 Janet Lounsbury is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, Janet Lounsbury (hereinafter "Owner") is the sole owner of the property identified with Tax Key Number 0708-361-8050-8 located at 60 White Oaks Lane in the Town of Middleton, Dane County, Wisconsin, described and illustrated in Exhibits A and B (hereinafter "Property"); and,

WHEREAS, Property is currently connected to the City sanitary sewer main currently located in a public utility easement in White Oaks Lane, a private roadway serving the White Oaks subdivision, but is not connected to the City's water services which run under White Oaks Lane through the same easement; and,

WHEREAS, Owner now desires to formally connect the Property to the City sanitary sewer and to allow for the future connection of the Property to the City's water main; and,

WHEREAS, Owner has paid the City the associated MMSD connection charges as well as prior sanitary sewer charges to the City; 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 Section 14.03 of the Plan, Owner may request connection to the City sewer and/or 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. Five (5) years after the date that this Agreement becomes effective, the City will, 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.
2. Upon filing an attachment petition with the City and the execution of this Agreement, Owner will become a customer of the City sanitary sewer utility and agrees to be bound by the terms of service thereof. In addition, Owner may connect the Property to City water service 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's water services as well as the customary and ordinary connection charges imposed by the City. Upon connection to City's water services, Owner will become a customer of the Madison water 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 sewer and/or water 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 the services under this Agreement, Owner agrees 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, gender identity, political beliefs, or student status. Owner further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
8. This Agreement may be amended only by written instrument signed by both parties.

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

Janet Lounsbury

Date

FOR THE CITY OF MADISON

Paul Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael P. May, City Attorney

Date

Execution of this Agreement by the City is authorized by Resolution Enactment No. RES __ - _____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 2016.

EXHIBIT A

Property Legal Description:

A parcel of land located in the NE1/4 of the NE1/4 of Section 36, T7N, R8E, Town of Middleton, Dane County, Wisconsin described as follows: Commencing at the northeast corner of said Section 36; thence S00°48'28"W, 40.01 feet; thence S89°15'34"W, 461.02 feet along the south right-of-way line of Schroeder Road to the northwest corner of Lot 17, White Oaks, recorded in Volume 56-42B of Plats on Pages 118-119, Dane County Registry and the point of beginning; thence the following 5 courses along the existing City of Madison Corporate Boundary: S00°52'56"W, 224.80 feet along the west line of said Lot 17; thence S59°22'34"W, 69.97 feet along the northwesterly line of Outlot 4, said White Oaks; thence S89°15'33"W, 140.42 feet along the north line of Outlot 3, said White Oaks; thence N00°52'52"E, 259.68 feet along the east line of 2nd Addition to Green Tree Hills recorded in Volume 24 of Plats on Pages 31-32, Dane County Registry; thence N89°15'34"E, 200.10 feet along said south right-of-way line of Schroeder Road to the point of beginning. Said parcel contains 50,900 square feet (1.168 acres, 0.002 sq. mi.).