

## INTERGOVERNMENTAL AGREEMENT

The Parties to this Agreement are the City of Madison ("City") and the Town of Middleton ("Town"), both located in Dane County, Wisconsin.

## RECITALS

- A. The City and Town share a common border on the City's west side and the Town's east side.
- B. The City and Town have a history of disputes regarding their border including litigation over annexations from the Town to the City.
- C. The City and Town entered an Intergovernmental Agreement in 1994.
- D. The 1994 Agreement recognized the City's right to annex east of a certain line without Town opposition and the Town's right to be free from the City's extraterritorial jurisdiction west of that line.
- E. Recent developments, including a citizen-initiated effort to incorporate the Town, have caused the City and Town to explore a logical extension of the 1994 Agreement in order to secure long-range benefits for both Parties and their citizens.
- F. The petition to incorporate the Town is pending but has not yet been filed with the circuit court as required by sec. 66.0203(2)(b), Stats.
- G. The City's long term growth and development plans envision continued westward development in a logical and well-planned fashion.
- H. The Town desires to protect, indefinitely, the integrity of its territory west of a given line.
- I. The City desires that existing and limited new residential development in town islands and town peninsulas east of a given line be compatible with the City and eventually be assimilated by the City, and that all other development east of the line shall occur in the City, served by all City municipal services and in compliance with all applicable City development standards.
- J. The Town desires to protect lands from being annexed against the owners' wishes for an extended period of time. The City desires to prevent new development east

of the line which does not conform to City development standards and desires to recognize the rights of land owners under existing annexation laws prior to limiting annexations to only those where all landowners are in agreement and prior to the annexation moratorium under sec. 66.0307(7), Stats.

- K. The City desires that owners of lands in the Town not receive a windfall in the form of City improvements, but rather pay a fair share for improvements that benefit lands in the Town.
- L. The Town desires to protect the financial interests of the Town and its citizens as the City grows westward by arranging favorable terms with respect to taxes, payment for improvements, and revenue sharing.
- M. The City and Town both desire that a Transition Area be established so that the eventual City-Town border is well-planned, with compatible development on both sides.
- N. To attain the objectives of both the City and Town and to provide for mutual peace and cooperation beneficial to citizens in both communities, the City and Town desire to enter into this new Intergovernmental Agreement.

#### AGREEMENT

Therefore, in accordance with the authority granted them under Wisconsin statutes and for their mutual benefit and in the public interest, the Parties agree as follows:

1. Definitions. For the purposes of this Agreement,
  - a. A line to be known as the Boundary Line is shown on the attached Exhibit A and is described as beginning at the point where the centerline of Meadow Road intersects the South line of the Town of Middleton, said South line also being the South line of the Southeast Quarter of Section 32, T7N, R8E; thence North along the said centerline of Meadow Road to the intersection with the centerline of Valley View Road; thence West along the said centerline of Valley View Road to the intersection with the centerline of Pioneer Road; thence North along the said centerline of Pioneer Road to the intersection with the centerline of Old Sauk Road; thence East along the said centerline of Old Sauk Road to the intersection with the West line of Lot 1 of Dane County Certified Survey Map Number 517; thence North  $00^{\circ}58'03''$  East, 404.71 feet along said West line of Lot 1; thence North  $89^{\circ}36'37''$  East, 560.79 feet along the North line of said Lot

1 and also along the North line of Lot 2 of Dane County Certified Survey Map Number 3977 to the intersection with the East line of the Southeast Quarter of Section 17, T7N, R8E; thence North 00°09'51" East, 1800.99 feet along the said East line; thence South 89°47'25" West, 1339.01 feet; thence North 00°11'11" West, 449.42 feet to the point of termination at the intersection with the centerline of Blackhawk Road, said centerline also being the North line of the Southeast Quarter of said Section 17. Bearings are from record sources and are for description clarity purposes only. Section 3.c and 3.d of this Agreement provide for alteration of portions of the Boundary Line upon the occurrence of certain events.

- b. West of the Boundary Line means west of the Boundary Line or north of Blackhawk Road extended.
- c. East of the Boundary Line means east of the Boundary Line and south of Blackhawk Road.
- d. Develop or development refers to division of land or construction of more than one principal structure on a parcel of land or rezoning a parcel from a residential or agricultural classification to a non-residential classification. Use or division of land by the Town or City for governmental purposes does not constitute development.
- e. Transition Area means that area 1/4 mile either side of the centerline of Pioneer Road as shown on Exhibit A.
- f. City sewer and water are considered to be available to a parcel of land if they are located in a public right-of-way or easement on or adjacent to the parcel or if within 100 feet of the parcel through right-of-way or applicable public easement.
- g. Commercial property means land used or zoned for office, retail, manufacturing or other commercial or industrial purpose.
- h. Town island means territory in the Town completely surrounded by City territory.
- i. Interest on deferred assessments or installment payments shall be charged as simple interest at the City's borrowing rate plus one percent (1%).

- j. The Exhibits referred to in this Agreement are attached to the Agreement and incorporated as part of the Agreement.

2. Annexations. During the term of this Agreement,

- a. The City shall not annex any parcel of land from the Town contrary to the wishes of the owner of the parcel except for annexations under sec. 66.0217(3)(a), Stats., initiated by publication on or before April 5, 2002, of a notice of intention to circulate an annexation petition, or as otherwise specifically provided in paragraph c(3) or d of this section or elsewhere in this Agreement.
- b. The City shall not annex any territory west of the Boundary Line except upon approval by resolution of the town board of the Town adopted by a two-thirds (2/3) majority of the entire board.
- c. The City shall be permitted to annex territory east of the Boundary Line in accordance with state law, as modified by this Agreement.
  - (1) Such annexations may create town islands.
  - (2) The Town shall not oppose any annexations permitted by this Agreement or provide support, financial or otherwise, to those who do.
  - (3) All such annexations shall include the full width of abutting Town roads except those roads, the centerline of which is part of the Boundary Line.
  - (4) From the effective date of this Agreement until the joint hearing required by sec. 66.0307(4)(b), Stats., for the cooperative plan under section 12 of this Agreement, or until December 31, 2002, whichever is earlier, the City shall not annex any territory in sections 7, 20, 29 or 32 of the Town.
- d. All territory east of the Boundary Line still remaining in the Town in 2042 may be annexed to the City by ordinance adopted by 2/3 vote of the elected members of its common council as set forth in this paragraph.

- (1) At any time between January 1, 2041, and October 31, 2041, the City may adopt the annexation ordinance. The annexation shall be effective as of 12:01 a.m. on the first Monday of February 2042.
  - (2) If the Town gives written notice to the City Clerk between January 1, 2040, and June 30, 2040, reminding the City of the City's right to annex the remaining Town territory under subparagraph (1) of this paragraph, then the City shall lose that right if not exercised by October 31, 2041.
  - (3) If the Town fails to give such notice and the City fails to act as provided in (1), then the City may, by June 30 of any year after 2041, adopt an ordinance annexing Town territory effective at 12:01 a.m. on the first Monday in February of the following year.
  - (4) Notwithstanding any amendment of the statutes subsequent to the effective date of this Agreement, the City shall be responsible for services in the annexed territory beginning on the effective date of the annexation and the Town shall be entitled to all taxes (as between the City and the Town) for the year in which the annexation is effective.
- e. Whenever a commercial property is annexed to the City, including but not limited to any property on Watts Road or Seybold Road, the City shall provide revenue sharing to the Town for the first five years the City collects taxes on the property. The amount shall be based on the Town share of taxes, including room taxes, collected by the Town in the last year the Town collected taxes on the property and shall be 50% of that amount in the first year, 40% in the second, 30% in the third, 20% in the fourth and 10% in the fifth.
- f. No adjustment or assignment of assets and liabilities shall occur in connection with any annexations under this Agreement.

3. Development West of Line.

- a. Except as otherwise provided in paragraphs b and c of this section, the City shall exercise no extraterritorial jurisdiction west of the Boundary Line for zoning, subdivision, official mapping or otherwise.

- b. The City may exercise extraterritorial jurisdiction over territory not owned by the Town in the SW 1/4 of the SE 1/4 of section 17.
  - c. The City may exercise its official map authority and extraterritorial subdivision jurisdiction for purposes of establishing a highway connection between Pioneer Road and Meadow Road through the W ½ of the NE 1/4 of section 32. The Town shall not take any action inconsistent with the City's exercise of authority under the preceding sentence. If and when such highway is permanently established by the dedication of any portion thereof, the Boundary Line shall be moved to the centerline of such highway.
  - d. That portion of the SE 1/4 of section 17 now owned by the Town and identified as developable on the attached Exhibit B may be developed only after it is annexed to the City. In the event the Town sells or otherwise conveys any portion of such developable land to another party, the Boundary Line through the SE 1/4 of section 17 shall be moved to the westerly boundary of the land so conveyed.
  - e. If requested by resolution adopted by the Town Board, the City and Town shall cooperate, as provided in sec. 62.23(7a), Stats., or otherwise, to establish zoning west of the Boundary Line and south of Blackhawk Road extended. Such zoning shall be subject to the terms of this Agreement.
  - f. The City shall not acquire real property west of the Boundary Line without the consent of the Town. If the City has a reasonable need for the property, the Town shall not unreasonably withhold such consent.
4. Transition Area. Within the Transition Area, development shall be subject to the restrictions and development standards set forth in the attached Exhibit C.
5. Development East of Line. East of the Boundary Line,
- a. Development is subject to approval by the City in accordance with generally applicable City ordinances, plans, policies, standards and procedures. The Town shall not grant approvals inconsistent with this paragraph.
  - b. Except as otherwise provided in paragraph d of this section, the City may require annexation to approve development where City sewer and water are available.

- c. Except as otherwise provided in paragraph d of this section, any parcel developed subsequent to the date of this Agreement without availability of City sewer and water may be annexed by the City at any time after City sewer and water become available to the parcel by ordinance adopted by 2/3 vote of the elected members of the common council.
- d. The division of a 5 acre or larger parcel existing as of the date of this Agreement into only two parcels for residential purposes shall be subject to paragraph a but not to paragraph b or c of this section. (In other words, the owner of any parcel of land in a zoning district permitting residential use is entitled to divide that parcel one time subject only to compliance with applicable City ordinances, plans, policies, standards and procedures and construct a house and accessory structures on each parcel without being subject to annexation under this section. Any further or additional division of such parcels would be subject to annexation under paragraph b or c of this section.)
- e. The City shall use public highway rights-of-way to extend services wherever reasonably possible. The Town shall permit use of Town roads for such purpose subject only to the City's obligations to maintain access for emergency vehicles and owners and occupants of property in the Town and to restore the road upon completion of construction.
- f. Where the City cannot use public highways for extensions of services, the Town acknowledges the City's right to obtain easements from private property owners subject to compensation as required by state law.
- g. The City may levy special assessments against a parcel of property in the Town for improvements that specially benefit the parcel.
  - (1) The owner or other interested party may challenge such special assessments as an owner of property in the City would have the right to do.
  - (2) Such special assessment shall not be payable and interest shall not accrue thereon until the parcel is annexed to the City.
  - (3) The amount of the assessment shall be adjusted from the date of levy to the date of annexation based on the Engineering News Record

Construction Cost Index or such equivalent index as may be available at the time.

- (4) The assessment shall be payable in six annual installments with interest.
  - (5) Prior to annexation, there shall be only one assessment of each benefiting public improvement component (e.g. road pavement, curb and gutter, public sidewalk, street lights, street trees, traffic signals and other intersection improvement components, sanitary sewer mains, sewer interceptors, public water mains, etc.), except for driveway, curb and gutter and public sidewalk repairs which shall be billable to the abutting benefited property pursuant to policies generally applicable to all property in the City. Any subsequent assessment for another improvement of the same component shall be made only if consistent with the City's special assessment policy generally applicable to all property in the City. The first payment for such subsequent assessments shall be deferred with interest to a date not less than 10 years after annexation and the assessments shall be payable in six annual installments.
- h. Notwithstanding paragraph g above, any owner of property in the Town shall be entitled to receive City sewer and/or water services prior to annexing the property to the City if the owner agrees to pay for extension of the services to the property over a five year period with interest and agrees to annexation of the property at the end of the five year period. Costs for extension shall be determined on the same basis as costs generally applicable for extensions to similarly situated property within the City. At any time after five years from the date that services were extended to the property under this paragraph, the City may annex the property by ordinance adopted by 2/3 vote of the elected members of the common council without further action of the property owner. This paragraph does not supersede section 2.d of this Agreement. This paragraph applies only to existing parcels and parcels created under section 5.d. An owner's entitlement to receive sewer and/or water services under this paragraph applies only to: existing uses on existing parcels; new uses on existing parcels, provided the new uses do not constitute development as defined in section 1.d.; and new houses and accessory structures built on parcels created under section 5.d.

- i. The Town shall not acquire real property east of the Boundary Line without the consent of the City. If the Town has a reasonable need for the property, the City shall not unreasonably withhold such consent.
  - j. The Town shall not establish any new sanitary districts east of the Boundary Line.
  - k. The City shall use its best efforts to give notice of zoning and other land use hearings, decisions and actions to the owners of record of properties in the Town, within the same distance from an affected property, in the same manner and on the same basis as it gives notice to the owners of record of properties in the City. The Town shall cooperate with the City to enable such notice. A failure to give notice shall not itself constitute a breach of this Agreement, but intentional, persistent or habitual failure to give notice shall.
6. Binding Effect. This Agreement shall bind, and accrue to the benefit of, all successors of the Parties, whether one or more. For example, if a part of the Town should be incorporated, both the incorporated and unincorporated entities would be considered to be Parties bound by the terms of the Agreement. Except as to the rights of owners of land currently in the Town as expressly set forth herein, this Agreement is for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy or claim to any other person or entity.
7. Recording. A notice of this Agreement may be recorded by either Party.
8. Dispute Resolution. In the event of a breach of this Agreement or a dispute between the Parties involving the application, interpretation or enforcement of this Agreement,
- a. The Parties shall meet to seek a resolution within 10 days following written notice by one Party to the other of the breach or dispute.
  - b. If the issue is not resolved at such meeting or at an extension thereof mutually agreed to by the Parties, either Party may demand mediation. The Parties shall submit to mediation if demanded by either Party.
    - (1) If the Parties cannot agree on a mediator within five (5) days after the demand for mediation, either Party may request appointment of a qualified mediator by the Chairperson of the Alternative Dispute

Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.

- (2) The mediation session must take place within thirty (30) days of the appointment of the mediator.
  - (3) Each Party must designate a representative with appropriate authority to be its representative in the mediation of the dispute.
  - (4) Each Party must provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least ten (10) days prior to the scheduled mediation session. The Parties must also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require any Party to supplement such information.
  - (5) The mediator does not have authority to impose a settlement upon the Parties, but will attempt to help the Parties resolve their dispute. The mediation sessions shall be private. The Parties and their representatives may attend the mediation sessions.
  - (6) The cost of the mediator shall be borne equally by the Parties.
  - (7) The Parties shall maintain the confidentiality of the mediation and may not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding (i) views expressed or suggestions made by another Party with respect to a possible settlement of the dispute; (ii) admissions made by another Party in the course of the mediation proceedings; (iii) proposals made or views expressed by the mediator; or (iv) the fact that another Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- c. In the event the issue is not resolved as a result of the meeting or mediation as provided in paragraphs a and b, the matter shall be submitted to binding arbitration upon written demand by either Party to the other with notice to the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration of such demand. The arbitration shall be performed by a person designated by the Director in accordance with such rules and procedures such person may

specify, subject to the terms of this Agreement. In the event the Director does not appoint an arbitrator within 30 days of the Director's receipt of a written request to do so, then:

- (1) The arbitration must be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration ("Rules"), except as such Rules may be modified by this Agreement.
- (2) A Party desiring to submit a dispute to arbitration hereunder must file a Demand for Arbitration ("Demand") with the AAA at its office in Chicago, Illinois. A copy of such Demand must be sent to the other Party at the same time. The arbitration proceeding must be conducted by a panel of three (3) arbitrators selected from a list of qualified arbitrators supplied by the AAA. The arbitrators must be selected as follows: Within ten (10) days after filing, each Party shall appoint one (1) arbitrator. Within ten (10) days after they are chosen, the two (2) arbitrators shall choose a third arbitrator who acts as chairperson of the arbitration proceedings. If the two (2) arbitrators are unable to agree upon a third arbitrator within ten (10) days, then the third arbitrator shall be appointed by the AAA. The arbitrators in the arbitration proceeding must be individuals with the necessary expertise and competency to pass on the matters presented for arbitration, but said arbitrators may have no interest in or prior connection with any Party.
- (3) Following the appointment of the arbitrators, each Party has the right to mail to any other Party (with a copy to the arbitrators) a written request for the production of certain identified documents or of all documents in possession of the other Party relevant to any claims or counterclaims in the arbitration. Within ten (10) days of receipt of any such request, the receiving Party must respond to such request but may object to all or part of said request (with a copy to the arbitrators), on the ground that it is unduly burdensome, that the documents requested are irrelevant or privileged, or that such documents are equally available to the requesting Party. The arbitrators will rule on the validity of any such objection and the Parties must produce documents in accordance with the ruling.
- (4) The site of the arbitration shall be in Dane County, Wisconsin, unless otherwise agreed to by the Parties. The Parties must diligently

and expeditiously proceed with arbitration. Upon the conclusion of any hearing, the Parties shall have thirty (30) days to submit written briefs in support of their respective positions. The arbitrators must make an award within forty-five (45) days after the filing of such briefs, subject to any reasonable delay due to unforeseen circumstances.

- (5) Except to the extent the Parties' remedies may be limited by the terms of this Agreement, the arbitrators are empowered to award any remedy available under the laws of the State of Wisconsin including, but not limited to, monetary damages and specific performance. The arbitrators have no authority to award punitive or other damages not measured by the prevailing Party's actual damages and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement. The award of the arbitrators must be in writing with a statement of reasons for such award and signed by the arbitrators. A written decision of a majority of the arbitrators is binding upon the Parties. An award rendered by the arbitrators in an individual or consolidated arbitration may be entered in any court having jurisdiction thereof.
  - (6) The arbitrators' authority is limited solely to resolving disputes under this Agreement.
  - (7) The pendency of any arbitration hereunder does not relieve any Party of any of its obligations under this Agreement.
  - (8) The Parties shall share equally the fees and expenses of the arbitrators as well as all fees imposed by the AAA including, but not limited to, transcripts, hearing room rentals and administrative costs. Each Party to the arbitration proceeding is responsible for its own costs and legal fees, if any, except that the arbitrators are empowered to award such costs and fees against a Party who prosecutes or defends an arbitration hereunder in bad faith or as otherwise provided in section 10.b.
- d. Paragraphs a, b, and c of this section shall be the exclusive method of resolving the issues specified in the introduction to this section and both Parties waive their rights under sec. 893.80, Stats., and their rights to seek remedies in court as to such issues except that the prohibition on court actions shall not apply to

- (1) Actions to enforce an arbitration award under c;
- (2) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution process;
- (3) Disputes involving a necessary third party who refuses to consent to arbitration as provided above; or
- (4) Disputes involving a necessary third party when the Municipal Boundary Review Director fails to appoint an arbitrator.

9. Challenge to Agreement.

- a. Both Parties waive all rights to challenge the validity or enforceability of this Agreement or any of its provisions or to challenge any actions taken pursuant to or in accordance with this Agreement.
- b. In the event of a court action by a third party challenging the validity or enforceability of the Agreement or any of its provisions, both Parties shall fully cooperate to vigorously defend the Agreement.
  - (1) If only one Party is named as a party to the action the other shall seek to intervene and the named Party shall support such intervention.
  - (2) No settlement of such an action shall be permitted without the approval of the governing bodies of both Parties.
  - (3) The workload to defend the Agreement shall be shared equally.
- c. A challenge to the Agreement by one of the Parties or a failure to vigorously defend the Agreement constitutes a breach of the Agreement.

10. Remedies. In the event of a breach of this Agreement,

- a. Either Party may seek specific performance of this Agreement in addition to any other remedies available at law or in equity.
- b. The breaching Party shall pay the other's attorney fees reasonably incurred in seeking remedies for the breach.

- c. If the breach involves development or an annexation or a challenge to an annexation, all taxes, assessments and other revenues realized by the breaching Party from the subject property during the remaining term of the Agreement shall be paid to the other Party.
11. Term. The term of this Agreement shall commence when approved by the governing bodies of both Parties and executed by the authorized representatives of both Parties and shall terminate at 11:59 p.m. on December 31, 2060.
12. Cooperative Plan. The Parties shall fully participate in the preparation of a cooperative plan and seek approval thereof under sec. 66.0307, Stats.
  - a. The resolution by which each Party approves this Agreement shall authorize participation in the preparation of a plan as provided in sec. 66.0307(4)(a), Stats., and the clerk of each Party shall give notice of such resolution as required by sec. 66.0307(4)(a), Stats.
  - b. Any failure to comply with paragraph a may be cured by adopting a new resolution and giving notice as provided in sec. 66.0307(4)(a), Stats., not later than 45 days after the date of commencement of the term of this Agreement.
  - c. To the extent it is determined not to be contrary to the public interest after the hearings, comments and review by the Department of Administration required by sec. 66.0307(4) and (5), Stats., the cooperative plan shall incorporate the terms of this Agreement except as otherwise provided in this section.
  - d. The cooperative plan shall permit attachment of territory by ordinance adopted by a simple majority of the City's common council in place of annexation under section 5.b, c or h of this Agreement upon the written request or agreement of the owner of the parcel attached and notice to the Town.
  - e. The cooperative plan shall cause the attachment of territory to the City under section 2.d without adoption of an ordinance or any other action by either Party.
  - f. The Parties shall fully cooperate to complete the preparation of the cooperative plan and submit it to the Department of Administration for

final approval as soon as reasonably possible after the effective date of this Agreement.

- g. Once approved, the cooperative plan shall govern without respect to subsequent changes in statutory law.
- 13. Incorporation Petitions. If the pending incorporation petition is filed with the circuit court, the City may rescind this Agreement within 60 days after the City receives notice of such filing by giving written notice of such rescission to the Town in the manner specified in the statutes for service of a summons. If any other petition for incorporation of any part of the Town is filed with the circuit court before completion or abandonment of the preparation and approval of the cooperative plan under sec. 66.0307, Stats., or before December 1, 2003, whichever is earlier, such petition shall be considered a challenge to the Agreement and both Parties shall cooperate to oppose the petition as provided in section 9.
- 14. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, drafts, agreements and writings are specifically superseded by this Agreement. This Agreement represents the mutual intent of the parties and the fact that one or more of its provisions was drafted by one party or the other shall not be construed to the benefit or detriment of either party.
- 15. Authority. Each party represents that it has the authority to enter into this Settlement Agreement and that all necessary procedures have been followed to authorize the Agreement. Copies of the resolutions of the City's Common Council and the Town's Board authorizing this Agreement are attached. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.
- 16. Counterparts. This Agreement may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original.

17. Non-Discrimination. In the performance of the services under 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, ancestry, income level, source of income, arrest record, 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 contract because of race, religion, color, age, disability, sex or national origin.

Dated this 25<sup>th</sup> day of March, 2002.

CITY OF MADISON, WISCONSIN  
a municipal corporation

By: Susan J. Bauman  
Sue J. M. Bauman, Mayor

By: Ray Fisher, deputy for  
Ray Fisher, City Clerk

Countersigned:

Dean Brassier  
Dean Brassier, City Comptroller

Approved as to Form:

Larry W. O'Brien  
Larry W. O'Brien, Acting City Attorney

Date: 3/27/02

Date: 3/27/02

Dated this 28th day of March, 2002.

TOWN OF MIDDLETON

By: Milo Breunig  
Milo Breunig, Town Chairperson

By: Jim Mueller  
Jim Mueller, Town Administrator/Clerk

Attachments:

- Exhibit A - Boundary Line and Transition Area
- Exhibit B - Developable Area
- Exhibit C - Transition Area Development Standards

**EXHIBIT A**

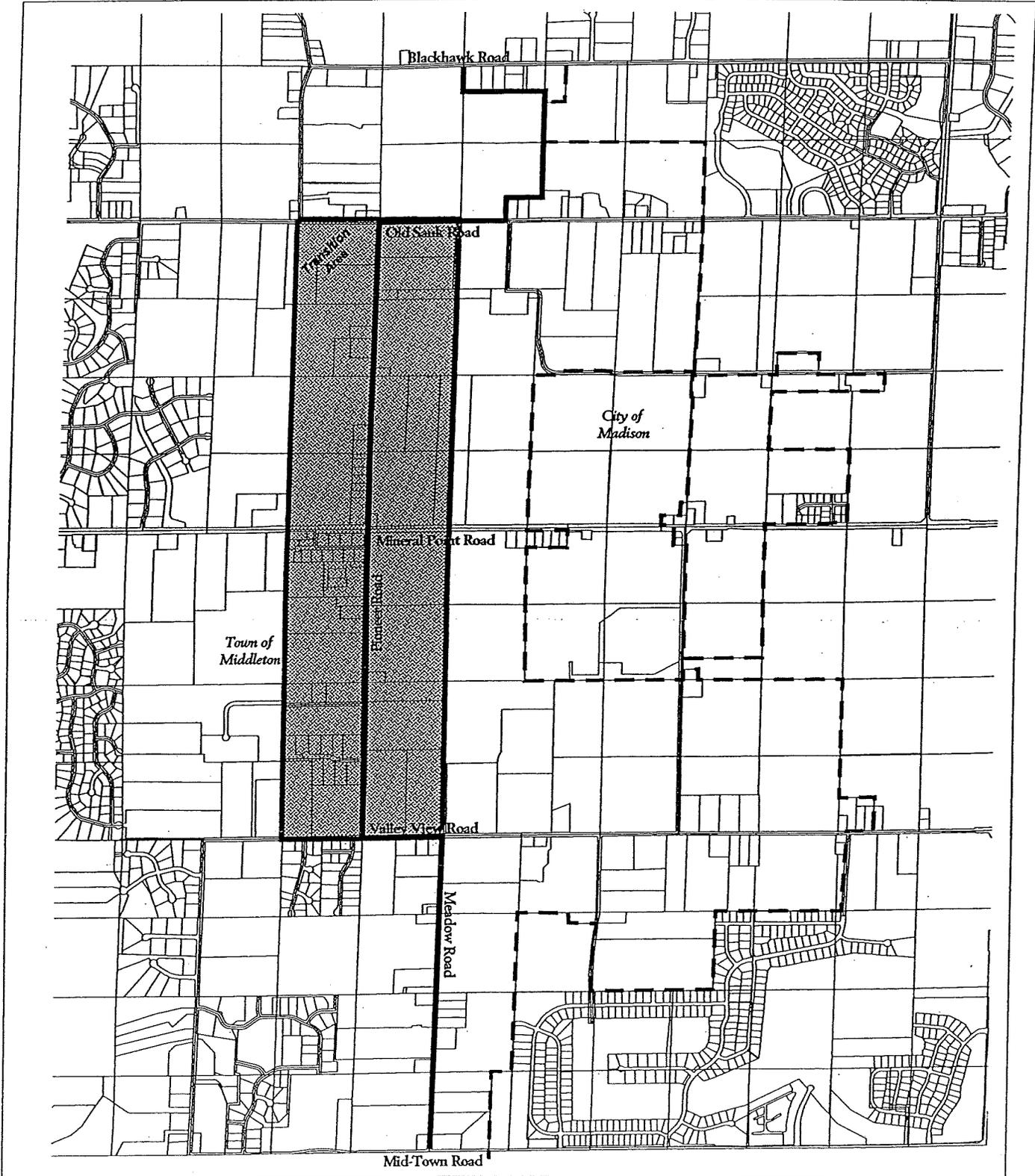


Transition Area as described in Section 1.e. of the Intergovernmental Agreement



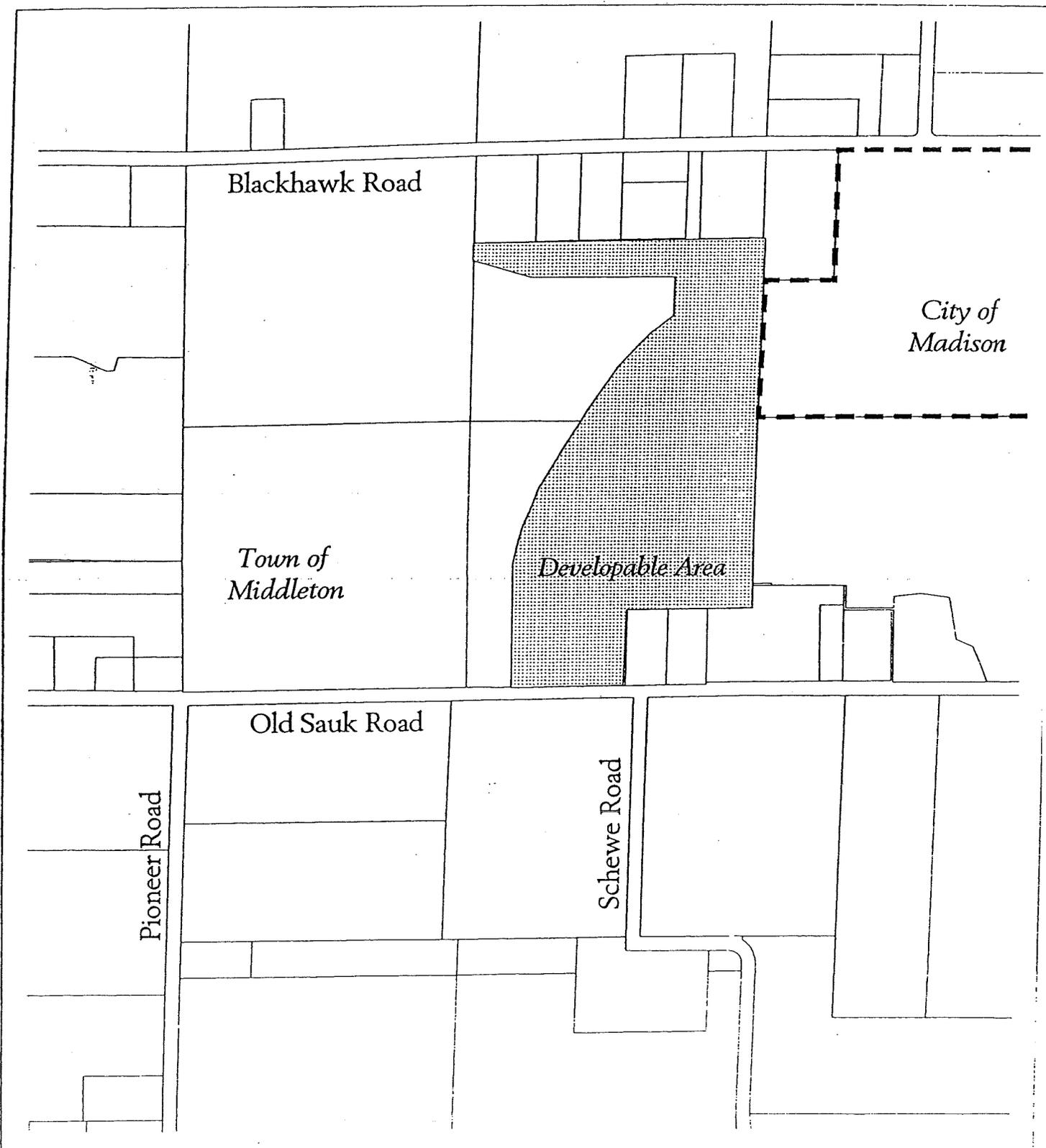
Boundary Line

700 0 700 1400 Feet



**EXHIBIT B**

Developable Portion of the SE 1/4 of Section 17 in the Town of Middleton as described in Section 3.d. of the Intergovernmental Agreement



## EXHIBIT C

# Transition Area Development Standards

Within the Transition Area, as described in Section 1.e., development shall be subject to the following development standards and requirements.

1. Development shall be limited to residential land uses and associated improvements including roads, utilities, parkland and other governmental uses.
2. Residential densities shall be limited to 4 units per net acre of development.
3. The number of units in an attached multi-family residential structure shall be limited to four.
4. The height of residential structures shall be limited to 35-feet as measured from the finished grade on the street side of the building.
5. Private driveway access (i.e., ingress and egress) to new development shall be prohibited from Pioneer Road unless approved by both the Town and City and instead shall be provided by new public streets which shall be allowed to intersect Pioneer Road. For lands located east of the Boundary Line, new public streets within the transition area shall be as shown on the City's adopted neighborhood development plans. For lands west of the Boundary Line, new public streets within the transition area shall be as approved by the Town. The intent is to align these streets as four-way intersections to the extent possible.
6. Within the Transition Area, the Town and the City shall work to preserve environmental corridors. Environmental corridors shall be used for stormwater management and park and recreational purposes. Development within these corridors is prohibited.
7. For any land division both east and west of the Boundary Line, an 80-foot wide landscaped building setback shall be provided as a condition of any development approval.