

Clerk Copy

**INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF MADISON AND THE VILLAGE OF MCFARLAND  
RELATING TO LANDS EASTERLY OF MARSH ROAD,  
NORTHERLY OF EIGHMY ROAD AND SOUTHERLY OF SIGGELKOW ROAD**

**THIS AGREEMENT**, made and entered into this 26<sup>th</sup> day of November, 1997, by and between the City of Madison, a municipal corporation located in Dane County, Wisconsin ("Madison"), and the Village of McFarland, a municipal corporation located in Dane County, Wisconsin ("McFarland").

**W I T N E S S E T H :**

**WHEREAS**, the School District of McFarland has proposed purchasing real property and constructing an elementary school on lands currently within the corporate limits of the City of Madison commonly known as the "Gebhardt Property," with the legal description of the entire Gebhardt Property being attached hereto as Exhibit "A"; and

**WHEREAS**, the construction of an elementary school in this location fulfills a growing need of the School District of McFarland to provide an elementary school for residential development that is occurring in this area to serve not only residents of the Village of McFarland, but also residents of the City of Madison whose lands are within the School District of McFarland; and

**WHEREAS**, the Gebhardt Property is owned by Midland Builders, Inc., a domestic corporation, which has agreed to petition for detachment of the Gebhardt Property from Madison and attachment of such property to McFarland if construction of the elementary school on a portion of the Gebhardt Property occurs; and

**WHEREAS**, the owners of lands currently within the corporate limits of the City of Madison commonly known as the "Hankins Property," with the legal description thereof being attached as Exhibit "B," which is contiguous to the Gebhardt Property on the south and abuts McFarland's north boundary, have agreed to petition for detachment of their property from Madison and attachment of such property to McFarland if construction of the elementary school on a portion of the Gebhardt Property occurs; and

**WHEREAS**, seven other Madison real estate parcels exist fronting on Marsh Road and owned by Madison residents ("Marsh Road Residents") which are in the School District of McFarland and are contiguous to the Gebhardt Property and are currently served with certain municipal services, including public water, from McFarland; and

**WHEREAS**, the Marsh Road Residents have agreed to the detachment of the Gebhardt Property from Madison and attachment of such property to McFarland, so long as the said elementary school is constructed on a portion of the Gebhardt Property; and

**WHEREAS**, five of the seven Marsh Road Residents have agreed to the detachment of their lands from Madison and attachment of such lands to McFarland if the construction of the said elementary school occurs; and

**WHEREAS**, Madison and McFarland currently share an irregular boundary in the area of the Gebhardt Property, resulting in inefficient provision of municipal services, ongoing concerns for road maintenance, and other concerns, which can be substantially alleviated through a mutually agreed boundary which squares off the intermunicipal boundaries in a manner that provides for a substantial increase in the efficient provision of municipal services; and

**WHEREAS**, Wis. Stats. § 66.30(2) authorizes cities and villages to enter into Intergovernmental Cooperation Agreements for the furnishing of municipal services and the joint exercise of mutual powers and duties required or authorized by law; and

**WHEREAS**, Madison and McFarland have long recognized that intergovernmental cooperation and joint planning provide for the best use of land and natural resources, as well as high quality and efficient municipal services; and

**WHEREAS**, it is in the best interests of Madison and McFarland to resolve boundary, land use and municipal service issues in order to avoid duplication of municipal services, and to provide an effective means of planning each community's future growth;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements of Madison and McFarland, the receipt and sufficiency of which is mutually acknowledged, the parties do hereby covenant and agree as follows:

1. **Future Growth Areas.**

- (a) From the date of this Agreement, the parties agree that Siggelkow Road from the southeast corner of the SW 1/4 of the NW 1/4 of Section 35, T7N, R10E, easterly to its intersection with Dane County Trunk Highway AB, as extended northerly and southerly, shall constitute the territorial limit for annexations, as depicted hereto in Exhibit "C" attached hereto.
- (b) No property northerly of the centerline of Siggelkow Road within the Madison area depicted in Exhibit "C" shall be annexed to McFarland during the term of this Agreement. McFarland further agrees that it shall not at any time commence, join in, nor in any way support any action to prevent or forestall the annexation of any property within the Madison area depicted in Exhibit "C" to Madison, provided that Madison adheres to the other provisions of this Agreement.
- (c) No property southerly of the centerline of Siggelkow Road within the McFarland area depicted in Exhibit "C" shall be annexed to Madison during the term of this Agreement. Madison further agrees that it shall not at any time commence, join in, nor in any way support any action to prevent or forestall the annexation of any property within the McFarland area depicted in Exhibit "C" to McFarland, provided that McFarland adheres to the other provisions of this Agreement.

2. **Boundary Change.**

- (a) The parties agree that a mutually agreed boundary adjustment may take place involving the Gebhardt Property, the Hankins Property and the lands of the consenting Madison residents owning lands contiguous to the Gebhardt Property. Prior to this boundary adjustment becoming effective, the following steps must occur:
- (1) Adoption of Resolutions by Madison Metropolitan School District and the School District of McFarland pursuant to Wis. Stats. § 117.12(3) before March 1, 1998 ordering detachment of the Gebhardt Property and the Hankins Property from Madison Metropolitan School District and attachment of such property to the School District of McFarland;
  - (2) Approval of an Agreement by and among Midland Builders, Inc., the School District of McFarland and McFarland relating to provision of infrastructure to the proposed elementary school site;
  - (3) Approval by the voters of the School District of McFarland of a referendum relating to borrowing for the said elementary school, pursuant to Wis. Stats. § 67.05.
  - (4) Authorization by the electors of the School District of McFarland, at an annual or special meeting, of the purchase of the proposed elementary school site by the School Board, pursuant to Wis. Stats. § 120.10(5m).
  - (5) Exercise of the option to purchase the proposed elementary school site by the School District of McFarland.
  - (6) Approval by both Madison and McFarland, acting jointly, of a preliminary plat for the Gebhardt Property, tentatively named the "Red Oak Addition to Cedar Glade."
  - (7) Approval and implementation of the revenue sharing agreement between the parties pursuant to Wis. Stats. § 66.028 with the terms as specified in Section 7 of this Agreement.
- (b) Within 30 days after the date of this Agreement, owners of the Gebhardt Property, the Hankins Property and the Marsh Road Residents whose names appear on Exhibit "D," shall petition to detach their lands from Madison and annex such lands to McFarland, pursuant to Wis. Stats. § 66.022. The Petition shall not include any lands of an owner who opposes detachment from Madison and attachment to McFarland. Madison and McFarland shall proceed pursuant to Wis. Stats. § 66.022 to implement this conditional detachment - annexation. The form of the Petition for Detachment is attached hereto as Exhibit "D."
- (c) Within 60 days of receipt of the said Petition for Detachment, Madison shall adopt an Ordinance conditionally detaching the Gebhardt Property, the

Hankins Property and the lands of the Marsh Road Residents who signed the Petition and annexing these properties to McFarland. Within 60 days after enactment of the conditional Detachment Ordinance, McFarland shall accept the terms of such detachment and annexation.

- (d) The Detachment Ordinance shall take effect on the first day of the month following the date that the parties' attorneys jointly certify in writing fulfillment of the conditions identified in Section 2(a)(1) - (7) of this Agreement. Said counsel shall so certify within 30 days of the occurrence of the last of the said conditions. In the event that at least one of the said conditions has not been fulfilled on or before July 1, 1999, then such detachment - annexation shall not become effective but, rather, shall be null and void.
- (e) In the event that said certification is given prior to July 1, 1999, the said detachment - annexation shall become effective at 12:01 a.m. on the first day of the month following certification, without further action by either party. In that regard, Madison and McFarland further agree:
  - (1) To thereupon immediately jointly fulfill the filing requirements for boundary changes pursuant to Wis. Stats. § 66.021(8)(a) relating to this detachment - annexation.
  - (2) From the effective date forward, McFarland will assume the complete responsibility for providing all local municipal services to the lands detached and annexed at the same level which it provides to all other similar property and residents of McFarland, and Madison will discontinue providing any municipal services to these lands.
  - (3) Madison will collect the general property tax revenues for the lands detached and annexed for the year the detachment - annexation takes effect, and shall remit a pro rata portion of the Madison local share of said year's tax revenues to the Treasurer of McFarland for the portion of the year during which McFarland exercises jurisdiction over such land. Madison shall remit this pro rata share to McFarland no later than August 15 of the year following the effective date of the detachment - annexation.
- (f) Immediately upon said certification, approval authority for issuance of City permits, as well as zoning, land division and land use approvals for the lands detached and annexed, shall pass to McFarland until the first day of the month following certification.
- (g) Madison further hereby agrees that it shall not at any time commence, join in, nor in any way support any action to prevent or forestall the orderly transition of jurisdiction of the said lands from Madison to McFarland under the terms of the Detachment and Annexation Ordinances or under this Agreement, provided that McFarland adheres to the other provisions of this Agreement and to the Detachment and Annexation Ordinances.

- (h) Following approval of the preliminary plat identified in Section 2(a)(6) by Madison and McFarland, Madison shall, upon request by the School District of McFarland, administratively approve a one lot certified survey map for the School Site within the Gebhardt Property.
- (i) McFarland further hereby agrees that it shall not approve a final plat of the Gebhardt Property unless the final plat substantially conforms with Madison's conditional approval of the preliminary plat of the said Gebhardt Property.

3. **Extraterritorial Planning Area.** Because Madison has a three mile extraterritorial jurisdiction and McFarland has a one and one-half mile extraterritorial jurisdiction, such jurisdiction fails to follow a common line equidistant from the boundaries of the two municipalities. It is the parties' intent that their extraterritorial jurisdiction be divided, utilizing Siggelkow Road extended easterly from the southeast corner of the SW 1/4 of the NW 1/4 of Section 35, T7N, R10E, to its intersection with Dane County Trunk Highway AB as the agreed line of dividing the parties' extraterritorial jurisdiction. Madison shall cede to McFarland any extraterritorial jurisdiction it has in the area southerly of Siggelkow Road and westerly of Dane County Trunk Highway AB. McFarland shall cede to Madison any extraterritorial jurisdiction it has in the area northerly of Siggelkow Road and westerly of Dane County Trunk Highway AB.

4. **William McFarland Park.** The parties acknowledge that William McFarland Park, located in McFarland just south of its border with Madison, is likely to receive greater usage in the future as additional residential development takes place in both McFarland and in Madison. Therefore, it is to the mutual benefit of residents of both municipalities that standards for use and development of William McFarland Park be established.

- (a) To the extent that organized team usage of William McFarland Park occurs, only teams consisting primarily of residents of the School District of McFarland, or Madison residents of Sections 27, 34 and 35, Town 7 North, Range 10 East, may utilize William McFarland Park for practices and for home games for the sport.
- (b) Madison is in the process of preparing a Neighborhood Development Plan for lands northerly of Siggelkow Road, both currently within and outside of Madison's boundaries. If such Neighborhood Development Plan as finally adopted proposes the expansion or improvement of William McFarland Park, Madison shall use its powers of parkland dedication, parkland development fees and/or fees in lieu of parkland dedication to implement this Plan for William McFarland Park in accordance with the adopted Neighborhood Development Plan.
- (c) If such Neighborhood Development Plan as finally adopted proposes the expansion or improvement of William McFarland Park into lands within the corporate limits of the City of Madison, the parties shall jointly develop and agree to an improvement plan for the expanded portions of William McFarland Park. The parties shall further jointly develop a plan for ongoing maintenance responsibilities for the expanded portion of William McFarland Park.

5. **Joint Roads.**

- (a) **Maintenance.** The following streets are on the boundaries between Madison and McFarland, with portions in each municipality. In order to more efficiently serve the public, each municipality will assume certain maintenance responsibilities as provided herein:

JOINT ROAD MAINTENANCE				
Street	From	To	Length (Feet)	Maintenance Responsibility
Marsh Road	Siggelkow Road	North to Village Limits	1,950	Madison
Meinders Road	Village Limits	East End	150	McFarland
Siggelkow Road	Marsh Road (Relocated)	East to City Limits	1,165	McFarland
Siggelkow Road	Marsh Road (Relocated)	West to City Limits	2,805	McFarland
Terminal Drive (Dead End)	Terminal Drive	North End	550	Madison
Voges Road	USH 51	East to Village Limits	1,115	Madison

The maintenance responsibilities to be provided by the respective municipality for the street outside of its jurisdiction shall be snow and ice control, maintenance of pavement and drainage, and regulation of utilities. In addition, such municipality shall have responsibility for issuing street opening permits.

- (b) The parties have entered into previous Intermunicipal Agreements for reconstruction of portions of Marsh Road and for portions of Siggelkow Road. This Agreement does not supersede any prior Agreements in that regard. Road reconstruction of any other portions of Marsh Road and Siggelkow Road, or of any of the other roads shared between Madison and McFarland, shall occur only by written agreement of the parties.
- (c) Regardless of the allocation of maintenance responsibility in Section 5(a), each municipality shall continue to exercise jurisdiction over all other matters concerning such streets within the parties' respective police power, except for the issuance of street opening permits. Accordingly, each party shall provide traffic signing and marking, parking enforcement, telecommunication and street tree maintenance, issue access permits and enforce its own motor vehicle regulations within the portions of said intermunicipal streets over which each exercises jurisdiction.

6. **Marsh Road Widening.** The owners of the Hankins Property have requested that if McFarland widens Marsh Road, they be relieved from any special assessments in

exchange for their willingness to dedicate additional Marsh Road rights of way for the road widening project. McFarland shall seek to acquire sufficient right of way so that the Marsh Road right of way from Eighmy Road northerly to Siggelkow Road shall be 80 feet in width. McFarland further agrees that to the extent that any of the owners of the Hankins Property agree to grant McFarland 40 feet of Marsh Road extending westerly from the centerline of Marsh Road, for right of way purposes, McFarland shall not assess such owners of the Hankins Property for any special assessments arising out of upgrading and improving this section of Marsh Road. In addition, McFarland further agrees that it will not assess the Marsh Road Residents for any special assessments arising out of upgrading and improving the sections of Marsh Road westerly of the properties of the Marsh Road Residents.

7. **Revenue Sharing.** McFarland and Madison shall agree, pursuant to Wis. Stats. § 66.028, to share tax revenues arising out of the property detached from Madison and annexed to McFarland on the following basis:

- (a) Madison has furnished the current total assessed value for the property to be detached from Madison and annexed to McFarland, as well as the mill rate Madison currently uses to calculate its local share of the general property taxes generated from the detached - annexed property. Based upon this data, the parties have agreed to a schedule to share tax revenues arising out of detached - annexed property.
- (b) In the second year following the year the detachment - annexation becomes effective, and for the nine following years, McFarland shall pay Madison, no later than August 15, a payment according to the attached schedule:

<u>Year</u>	<u>Payment</u>
1	\$10,000.00
2	\$ 9,000.00
3	\$ 8,000.00
4	\$ 7,000.00
5	\$ 6,000.00
6	\$ 5,000.00
7	\$ 4,000.00
8	\$ 3,000.00
9	\$ 2,000.00
10	\$ 1,000.00

- (c) The parties shall comply with the procedure for adopting this revenue sharing provision, pursuant to Wis. Stats. § 66.028.

8. **Water Service.**

- (a) The municipalities maintain public water facilities in close proximity of each other in several locations. The parties shall contract for installation, at their joint expense, of facilities permitting emergency interconnection between the public water systems of both municipalities at the following locations:

- (1) Voges Road and Triangle Street;
- (2) Marsh Road and Siggelkow Road.

Neither party may make use of the other party's water supply through the interconnections identified, except in the case of fire or in the case of natural or man-made disasters. The municipality making use of such interconnection shall notify the other municipality of the interconnection prior to or within one hour after making use of the interconnection.

- (b) McFarland shall permit Madison to connect with its hydrant located at the intersection of Terminal Drive and Voges Road (extended) easterly of U.S. Highway 51. Use of this hydrant shall be on the same basis as set forth in Section 8(a).
- (c) In the event the owner of that portion of Outlot 65, Assessor's Plat No. 2 of Blooming Grove, within the corporate limits of Madison and lying westerly of U.S. Highway 51, wishes to receive public water service from McFarland, McFarland shall grant the right to connect with McFarland water service without requiring the detachment of such property from Madison and annexing it to McFarland. Madison shall permit McFarland to install public water facilities to service said property. Madison shall further consent, pursuant to Wis. Stats. § 66.65, to McFarland levying special assessments against such property benefitted by McFarland's installation of said public water facilities.

9. Possible City Islands.

- (a) The parties acknowledge that two of the Marsh Road Residents may elect not to petition for detachment of their land and annexation of it to McFarland. In that event, on the effective date of the detachment - annexation, such properties shall become City islands. Madison shall continue to provide municipal services to any such City island, including, but not limited to, police, fire, emergency medical service, solid waste disposal, and brush and leaf pick up, among other things.
- (b) If the owner of any such City Island wishes for McFarland to provide solid waste disposal, brush and leaf pick up, rather than Madison, McFarland agrees to provide these listed services, but no others, to such properties without charge.
- (c) In the event that the owner of any such City island should subsequently seek detachment of such island from Madison and annexation of it to McFarland, the parties agree prospectively to fulfill all responsibilities necessary for this to occur, pursuant to Wis. Stats. §§ 66.022 and 66.021(8)(a).

10. Street Vacations. Upon execution of this Agreement, Madison shall proceed pursuant to Wis. Stats. § 66.296(2), to seek vacation of the following dedicated but unimproved public streets:



- (a) Colonial Street, as dedicated to the public by the recording of the Plat of Myron Dean's Addition;
- (b) Myron Street, as dedicated to the public by the recording of Certified Survey Map No. 1398, recorded as Document No. 1391367 in the Dane County Registry, reserving a public walkway easement ten feet in width from the easterly end to the westerly end of Myron Street.

In the event that Madison fails to complete the vacation process for the above streets prior to the effective date of this Agreement, McFarland shall proceed in the same manner described for Madison to vacate the said streets.

11. **No Third Party Beneficiary.** This Agreement is intended to be solely between Madison and McFarland. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.

12. **Amendment.** This Agreement may only be amended by the written agreement of both of the parties hereto.

13. **Enforcement.** This Agreement is intended to provide both municipalities with a right to challenge by court action any act of the other party that violates this Agreement. This Agreement is intended to provide both parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement. In any action concerning an alleged violation of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses of litigation, including reasonable attorneys' fees.

14. **Binding Effect.** The parties have entered into this Agreement under the authority of Wis. Stats. §§ 66.30 and 66.028. The enforceability of this Agreement shall not be affected by changes in the form of McFarland's government, or changes in elected officials in either municipality. Accordingly, the parties agree that this Agreement shall be construed to be binding upon the parties, as well as their respective heirs, successors and assigns. The parties will not litigate the provisions of this Agreement, except upon breach by the other party.

15. **Entire Agreement.** Except as noted above, this Agreement represents the entire integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.

16. **Severability.** In the event that any portion of this Agreement is invalidated by a court, the invalidation of said provision shall not affect the validity of any other provision hereof.

17. **Advancement of Mutual Interests.** The parties acknowledge that in order to effectively implement this Agreement, it may be necessary to obtain the cooperation and approval of other governmental agencies, including, but not limited to, the Dane County Regional Planning Commission, the Wisconsin Department of Natural Resources, and the Wisconsin Department of Transportation. In all matters necessary to implement this

Agreement, the parties agree to seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties will, where necessary to obtain such required approval, submit a joint request or other appropriate documents requesting the approval.

18. **No Waiver.** The failure of either party to require strict performance of any provision of this Agreement shall not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other rights or obligations.

19. **Administration of Agreement.** This Agreement shall be administered on behalf of Madison by the Mayor or the Mayor's designee, and behalf of McFarland by the Village President or the Village President's designee. The appointment of a designee must be in writing, and the other party to this Agreement must be notified of the appointment. The administration of this Agreement shall include the implementation of policies and procedures which will effectuate the purpose and spirit hereof.

20. **Term of Agreement.** This Agreement shall have a term of 20 years, commencing from the date the detachment - annexation becomes effective, except where specific responsibilities arise sooner as specified in this Agreement. Nonetheless, this Agreement may be terminated by mutual agreement of Madison and McFarland, or at the option of Madison or McFarland for any breach of this Agreement by the other party. This Agreement may not be terminated by any party for reason of breach thereof by the other party without the party claiming the breach first giving written notice thereof to the other party and providing the breaching party with 60 days in which to remedy the breach. If the breach is remedied in a timely manner, this Agreement may not be terminated by reason of said breach.

21. **Non-Discrimination, Equal Opportunity Employment.** In the performance of the services under this Agreement, the Contractor 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 records or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Contractor 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 or national origin.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by authority of their respective governing bodies effective as of the date when all parties hereto have affixed their respective signatures.

VILLAGE OF MCFARLAND

CITY OF MADISON

By: Cathy Kirby  
Cathy Kirby, Village President

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

By: Donald R. Peterson  
Donald R. Peterson  
Village Administrator/Clerk/Treasurer

By: Ray Fischer  
Ray Fischer, City Clerk

By: Gale Dushack  
Gale Dushack, City Controller

**APPROVED AS TO FORM:**

By: Lawrence E. Bechler  
Lawrence E. Bechler, Village Attorney

**APPROVED AS TO FORM:**

By: Eunice Gibson  
Eunice Gibson, City Attorney 11/24/97

## **EXHIBIT "A"**

### **Description of the Gebhardt Property**

The West 1/2 of the Southwest 1/4 of Section 35, T7N, R10E, City of Madison, Dane County, Wisconsin, except the South 330 feet and the West 300 feet thereof, described as follows:

Beginning at the West 1/4 corner of said Section 35; thence N 87° 34' 27" E along the East-West 1/4 line as monumented, 1313.74 feet to the East line of the NW 1/4 of the SW 1/4 of said Section 35; thence S 01° 33' 13" E along said East line and the East line of the SW 1/4 of the SW 1/4 of said Section 35, 2334.65 feet to the North line of the South 330 feet of said Section 35; thence S 87° 41' 22" W along said North line 1009.33 feet to the East line of the West 300 feet of the SW 1/4 of the SW 1/4 of said Section 35; thence N 01° 39' 38" W along said East line 1001.28 feet to the South line of the NW 1/4 of the SW 1/4 of said Section 35; thence S 87° 37' 45" W along said South line, 300.02 feet to the West line of the SW 1/4 of said Section 35; thence N 01° 39' 38" W along said West line, 1330.99 feet to the West 1/4 corner of said Section 35, said point being the point of beginning.

This parcel contains 65.35 acres. Subject to any and all easements of record, recorded or unrecorded.

**EXHIBIT "B"**

**Description of the Hankins Property**

A parcel of land situated in Dane County, Wisconsin, being more particularly described as follows:

The South 330 feet of the West 1/2 of the Southwest 1/4 of Section 35, Township 7 North, Range 10 East, in the City of Madison. Subject to Highway.

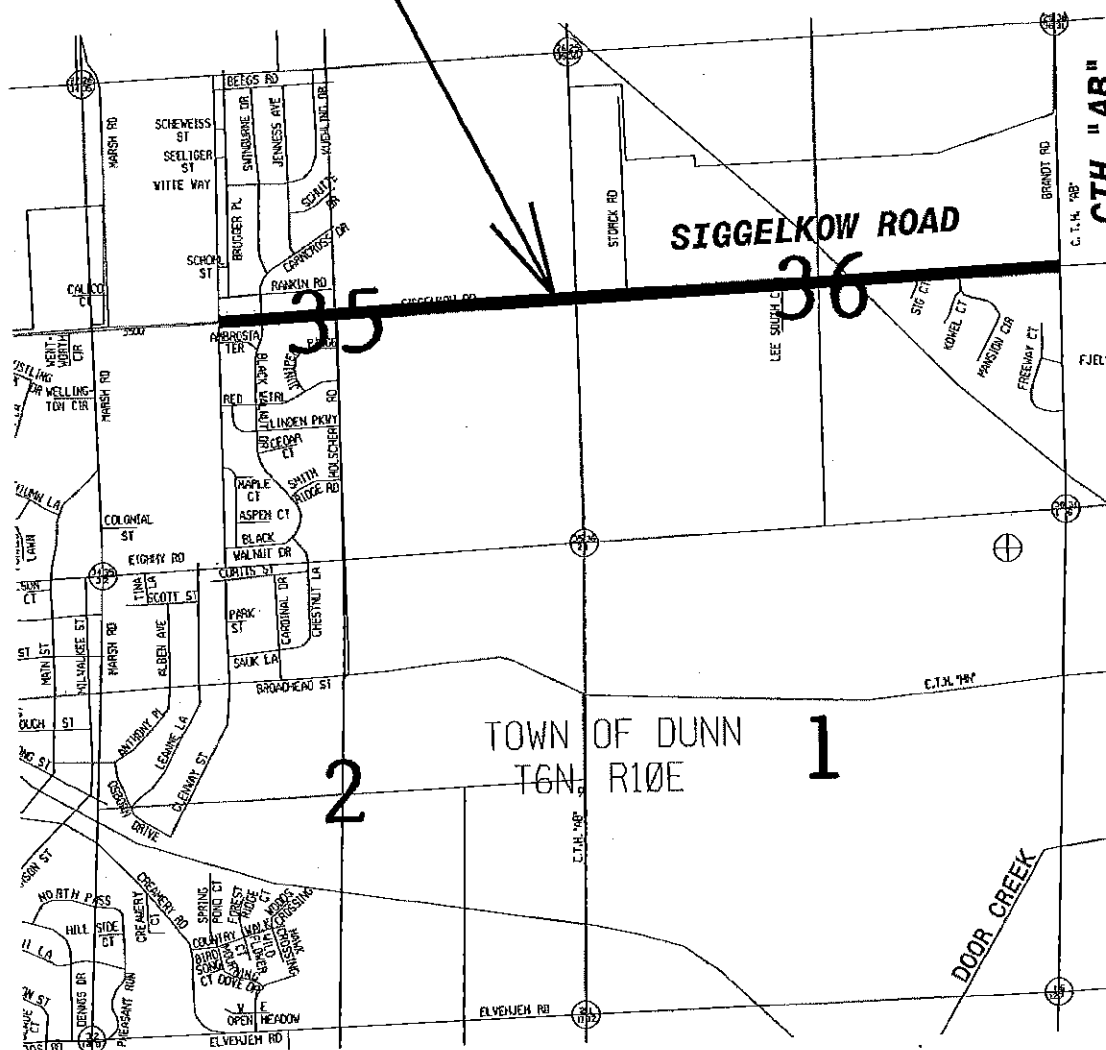
# EXHIBIT "C"

## BOUNDARY AGREEMENT MAP CITY OF MADISON-VILLAGE OF MCFARLAND

FUTURE GROWTH OR ANNEXATION  
AREAS OF THE CITY OF MADISON AND  
THE VILLAGE OF MCFARLAND

AGREED BOUNDARY LINE AS SET FORTH  
IN SECTION ONE (1) OF AGREEMENT

SCALE: 1"=2000 FEET



**EXHIBIT "D"**

**Form of Petition for Detachment**

**PETITION FOR DETACHMENT**

TO: The City of Madison  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53709

**THIS PETITION** is filed pursuant to Wis. Stats. § 66.022, and is signed by all owners of all of the real property described on Exhibit A, which is attached hereto and incorporated herein ("the Property").

22. The property is currently located within the corporate limits of the City of Madison, and it is requested that the property be detached from the City of Madison and annexed to the Village of McFarland.

23. Attached hereto as Exhibit B is a scale map reasonably showing the boundaries of the property and the relation of the property to the municipalities involved.

24. The current population of the property is 16.

**WHEREFORE**, Petitioners request that the City Council enact an Ordinance detaching the property from the City of Madison and that the Village Board of the Village of McFarland accept such terms pursuant to Wis. Stats. § 66.022(2).

**PETITIONERS:**

**Midland Builders, Inc.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jeffrey S. Rosenberg, President

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Roger Peterson, Vice President

Dated: \_\_\_\_\_

\_\_\_\_\_  
Andy Hankins

Dated: \_\_\_\_\_

\_\_\_\_\_  
Rhonda R. Hankins

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dennis Blackmore

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jean Blackmore

Dated: \_\_\_\_\_

\_\_\_\_\_  
G. Gary Giorgi

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kathleen A. Helm

Dated: \_\_\_\_\_

\_\_\_\_\_  
Todd S. DeMars

Dated: \_\_\_\_\_

\_\_\_\_\_  
Cheryl A. DeMars

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jerry Wilhelmson

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sue Wilhelmson

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gary C. Mork

Dated: \_\_\_\_\_

\_\_\_\_\_  
Pamela G. Mork



## EXHIBIT A

### Legal Description of Lands to be Detached from the City of Madison and Annexed to the Village of McFarland

The West 1/2 of the Southwest 1/4 of Section 35, T7N, R10E, City of Madison, Dane County, Wisconsin, including all lands within Myron Dean's Addition, Certified Survey Map No. 276 and Certified Survey Map No. 1398, including all road rights of way dedicated to the public through the recording of said plat and certified survey maps, EXCEPT the two following parcels:

1. Lot 4, Block 1, Myron Dean's Addition, and a portion of Lot 2, Certified Survey Map No. 1398, described as follows: Beginning at the NE corner of the said Lot 4 of Myron Dean's Addition; thence easterly approximately 100 feet as an exact extension of the north lot line of the said Lot 4 to its intersection with the east line of said Lot 2, Certified Survey Map No. 1398; thence southerly approximately 105 feet along the east line of said Lot 2, Certified Survey Map No. 1398; thence westerly along an exact extension of the south lot line of Lot 4, Myron Dean's Addition approximately 100 feet to the SE corner of said Lot 4, Myron Dean's Addition; thence northerly approximately 105 feet along the east line of the said Lot 4, Myron Dean's Addition to the point of beginning.
2. Lot 1, Block 1, Myron Dean's Addition, and a portion of Lot 2, Certified Survey Map No. 1398, described as follows: Beginning at the NE corner of the said Lot 1 of Myron Dean's Addition; thence N 87° 56' E, 100 feet more or less to the east line of said Lot 2, Certified Survey Map No. 1398; thence S 1° 39' 10" E, 100 feet; thence S 87° 56' W, 100 feet more or less to the SE corner of said Lot 1, Myron Dean's Addition; thence N 01° 41' 10" W, 100 feet to the point of beginning, including the North 1/2 of Colonial Street as dedicated by Myron Dean's Addition.

1 INCH. = 300 FEET

DECLASSIFIED BY

EXHIBIT A  
EXCEPTION 2-  
(INCLUDING THE NORTH 1/2  
OF COLONIAL STREET)

1911-12

M

58

McFarland, Village of  
Gebhardt Property

ID 22416

RES 54701

Adopted 11-11-97

ID#: 22416

RES#: 54, 701

Adopted: 11-11-97