



ORD11860

RECEIVED

10/02/2024

Municipal Boundary Review
WI Dept. of Administration

Certificate of Clerk

I, Callista A. Lundgren, hereby certify that I am the duly appointed and acting Village Clerk for the Village of DeForest, Dane County, State of Wisconsin and further certify as follows:

1. On July 18, 2023, the DeForest Village Board at a properly noticed meeting, voted unanimously to enact Ordinance 2023-018 attaching certain lands from the Town of Burke to the Village of DeForest.
2. By the terms of the ordinance, the attachment was to take effect only after the Village of DeForest and Town of Burke entered into an agreement in the form attached to the ordinance as an exhibit.
3. By the terms of the ordinance, the attachment of the private lands within the legal description for the attachment was to become effective on the Monday following the execution of the agreement described in paragraph 2 above.
4. The agreement described in paragraph 2 was signed by the Village and the Town of Burke as of July 18, 2023, making the effective date of the attachment of the private lands effective on July 24, 2023.
5. The legal description of the lands attached to the Village of DeForest effective on July 24, 2023 is as follows:

Being all of Lots 1 and 2 of Dane County Certified Survey Map NO. 6366, recorded as Document No. 2252819 and Lot 2 of Dane County Certified Survey Map No. 13902 recorded as Document No. 5129578, located in the Northwest Quarter of the Northwest Quarter, the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northwest Quarter of the

Southwest Quarter and the Northeast Quarter of the Southwest Quarter, all in Section 5, T8N, R10E, Town of Burke, Dane County, Wisconsin and bounded by a line described as follows:

Commencing at the West Quarter Corner of said Section 5, T8N, R10E;

Thence, S87°03'39"E, along the south line of the Northwest Quarter of said Section 5, T8N, R10E, 579.08 feet to its intersection with the east right-of-way line of the Canadian Pacific Railroad and the west line of Lot 1 of Dane County Certified Survey Map No. 16509;

Thence, N01°44'09"W, along the said east right-of-way line of the Canadian Pacific Railroad and the said west line of Lot 1 of Dane County Certified Survey Map No. 6366, 1489.84 feet, to the northwest corner thereof and the southwest right-of-way line of Interstate 39/90/94;

Thence, S53°11'19"E, along the northeast line of said Lot 1 of Dane County Certified Survey Map No. 6366 and the said southwest right-of-way line of Interstate 39/90/94, 187.68 feet;

Thence, S54°07'44"E, continuing along the said southwest right-of-way line of Interstate 39/90/94 and the northeast line of said Lot 1 of Dane County Certified Survey Map No. 6366, 273.83 feet, to the northeast corner thereof and the northwest corner of Lot 2 of said Dane County Certified Survey Map No. 6366;

Thence, S44°36'10"E, along the northeast line of said Lot 2 of Dane County Certified Survey Map No. 6366, the said southwest right-of-way line of Interstate 39/90/94 and the northeast line of Lot 2 of Dane County Certified Survey Map No. 13902, 1909.78 feet to the northwest corner of Lot 1 of said Dane County Certified Survey Map No. 13902;

Thence, S01°48'36"W, along the east line of said Lot 2 of Dane County Certified Survey Map No. 13902, 454.18 feet, to the southeast corner thereof;

Thence, N89°37'13"W, along the north line of said Lot 1 of Dane County Certified Survey Map No. 13902, 672.63 feet, to the northwest corner thereof;

Thence, S00°22'47"W, along the west line of said Lot 1 of Dane County Certified Survey Map No. 13902, 761.94 feet to the north right-of-way line of Daentl Road, the southwest corner of said Lot 1 and the southeast corner of Lot 2 of Dane County Certified Survey Map No. 13902 and the beginning of a non-tangent curve concave to the north;

Thence, 148.21 feet, along north right-of-way line of Daentl Road and the south line of said Lot 2 of Dane County Certified Survey

Map No. 13902 being the said non-tangent curve concave to the north having a radius of 28,564.39, an included angle of $00^{\circ}17'50''$, (a chord of 148.21 which bears $N88^{\circ}46'59''W$)(C1), to the end of said curve;

Thence, $N88^{\circ}38'04''W$, continuing along the north right-of-way line of Daentl Road and the south line of said Lot 2 of Dane County Certified Survey Map No. 13902, the south lines of Lots 2 and 1 of Dane County Certified Survey Map No. 6366, 787.69 feet to the southwest corner of Lot 1 thereof, the northwest corner of the right-of-way of Daentl Road and the east right-of-way line of the Canadian Pacific Railroad;

Thence, $N01^{\circ}44'09''W$, along the west line of said Lot 1 of Dane County Certified Survey Map No. 6366 and the said east right-of-way line of the Canadian and Pacific Railroad, 1333.61 feet returning to the point of beginning;

and that land is depicted in the scale map attached hereto as Exhibit A.

6. By the terms of Ordinance 2023-018, the effective date of the attachment of the public roads included in the attachment description was delayed pending a determination of whether the Town of Burke would receive grant funding for improvement of those roads. Specifically, the road attachment was made effective 30 days after either: (a) Burke completed the roadway improvements or (b) Burke notified the Village that it did not receive the grant.
7. On June 4, 2024, the Town of Burke notified the Village by letter that it had not received the grant. Therefore, pursuant to the terms of the ordinance, the attachment of the roadways included in the attachment petition became effective on July 4, 2024.
8. The legal description of the lands attached to the Village of DeForest effective on July 4, 2024 is as follows:

The right-of-way of Daentl Road located in part of the Southeast Quarter of the Southeast Quarter, Southwest Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter, the Northeast Quarter of the Southwest Quarter, the Southeast of the Southwest Quarter, the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 5, T8N, R10E, all in the Village of DeForest and the Town of Burke, Dane County, Wisconsin and bounded by a line described as follows:

Commencing at the East Quarter Corner of said Section 5, T8N, R10E;

Thence, S01°51'52"W, along the east line of the Southeast Quarter of said Section 5, 1216.05 feet to its intersection with the easterly extension of the north right-of-way line of Daentl Road;

Thence, N88°06'50"W, along the said easterly extension of the north right-of-way line of Daentl Road, 1788.27 feet, to its intersection with the northeast right-of-way line of Daentl Road and the Point of Beginning P.O.B. of this Annexation Description;

Thence, S44°39'38"E, 753.34 feet along the northeasterly right-of-way line of Daentl Road and the southwesterly right-of-way line of Interstate "39/90/94";

Thence, S01°15'56"W, along the east right-of-way line of Daentl Road and the west right-of-way line of Interstate "39/90/94", 273.60 feet;

Thence, N88°44'04"W, 93.52 feet, to the west right-of-way line of Daentl Road and the east line of Lot 3 of Dane County Certified Survey Map No. 1044;

Thence, N01°33'25"E, along the said west right-of-way line of Daentl Road and the east line of Lot 3 of Dane County Certified Survey Map No. 1044, 125.55 feet to the beginning of a curve to the left;

Thence, 198.03 feet continuing along the said west right-of-way line of Daentl Road, the east line of Lot 3 of Dane County Certified Survey Map No. 1044 and the east line of lands described in Dane County Register of Deeds Document No. 3964078, being said curve to the left, having a radius of 248.31 feet, an included angle of 45°41'38", (a chord of 192.82 feet which bears N21°17'28"W)(C1), to the end of said curve;

Thence, N44°08'12"W, along the southwest right-of-way of USH "39/90/94" and Daentl Road, the northeast line of said lands described in Dane County Register of Deeds Document No. 3964078 and the northeast line of Creekside Condominium Unit 1, 478.67 feet, to the beginning of a curve to the left;

Thence, 175.00 feet, continuing along the said southwest right-of-way line of "39/90/94" and Daentl Road and the northeast line of Creekside Condominium Unit 1, being said curve to the left, having a radius of 242.90, an included angle of 41°16'46", (a chord of 171.24 feet which bears N64°46'37"W)(C2), to the end of said curve and the east right-of-way line of Danielle Road;

Thence, N03°04'05"W, along the said east right-of-way line of Danielle Road, 2.41 feet to its intersection with the easterly extension of the south right-of-way line of Daentl Road;

Thence, N84°41'52"W, continuing along the said easterly extension and the south right-of-way line of Daentl Road, 276.44 feet;

Thence, N86°39'23"W, continuing along the south right-of-way line of Daentl Road and the north line Lot 2 and Lot 1 of Dane County Certified Survey Map No. 8421, 467.84 feet to the northwest corner thereof;

Thence, N89°35'45"W, continuing along the south right-of-way line of Daentl Road, 727.56 feet to the beginning of a curve to the right;

Thence, 493.99 feet, continuing along the south right-of-way line of Daentl Road, being said curve to the right having a radius of 28,630.39 feet, an included angle of 00°59'19", (a chord of 493.98 feet which bears N89°07'43"W)(C3), to the end of said curve;

Thence, N88°38'04"W, continuing along the south right-of-way line of Daentl Road, 784.11 feet to the west right-of-way line of Daentl Road and the east right-of-way line of the Canadian Pacific Railway;

Thence, N01°44'09"W, along the west right-of-way line of Daentl Road and the east right-of-way line of the Canadian Pacific Railway, 66.10 feet to the north right-of-way line of Daentl Road and the southwest corner of Lot 1 of Dane County Certified Survey Map No. 6366;

Thence, S88°38'04"E, along the said north right-of-way line of Daentl Road and the south line of said Lot 1 and Lot 2 of Dane County Certified Survey Map 6366 and the south line of Lot 2 of Dane County Certified Survey Map No. 13902, 787.69 feet to the beginning of a curve to the left;

Thence, 492.85 feet, continuing along the north right-of-way line of Daentl Road, being said curve to the left having a radius of 28,564.39 feet, an included angle of 00°59'19", (a chord of 492.84 feet which bears S89°07'43"E)(C4), to the end of said curve;

Thence, S89°37'40"E, along the north right-of-way line of Daentl Road and the south line of said Lot 1 Dane County Certified Survey Map No. 13902, 721.28 feet;

Thence, S87°29'50"E, continuing along the north right-of-way line of Daentl Road and the south line of said Lot 1 Dane County Certified Survey Map No. 13902, 677.48 feet to the southeast corner thereof;

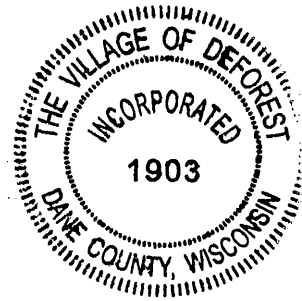
Thence, S88°06'50"E, 196.41 feet, returning to the point of beginning;

and that land is depicted in the scale map attached hereto as Exhibit B.

9. The population of the attached territory is 0.
10. Previously described territory was detached from the Town of Burke, Dane County, and was attached to the said Village of DeForest by an ordinance adopted by the Village Board at a regular Village Board meeting held July 18, 2023, pursuant to attachment resulting from cooperative boundary plan filed under §66.0307, Wis. Stats.

Dated this 2nd day of October, 2024.

[Seal]



Callista A. Lundgren
Callista A. Lundgren

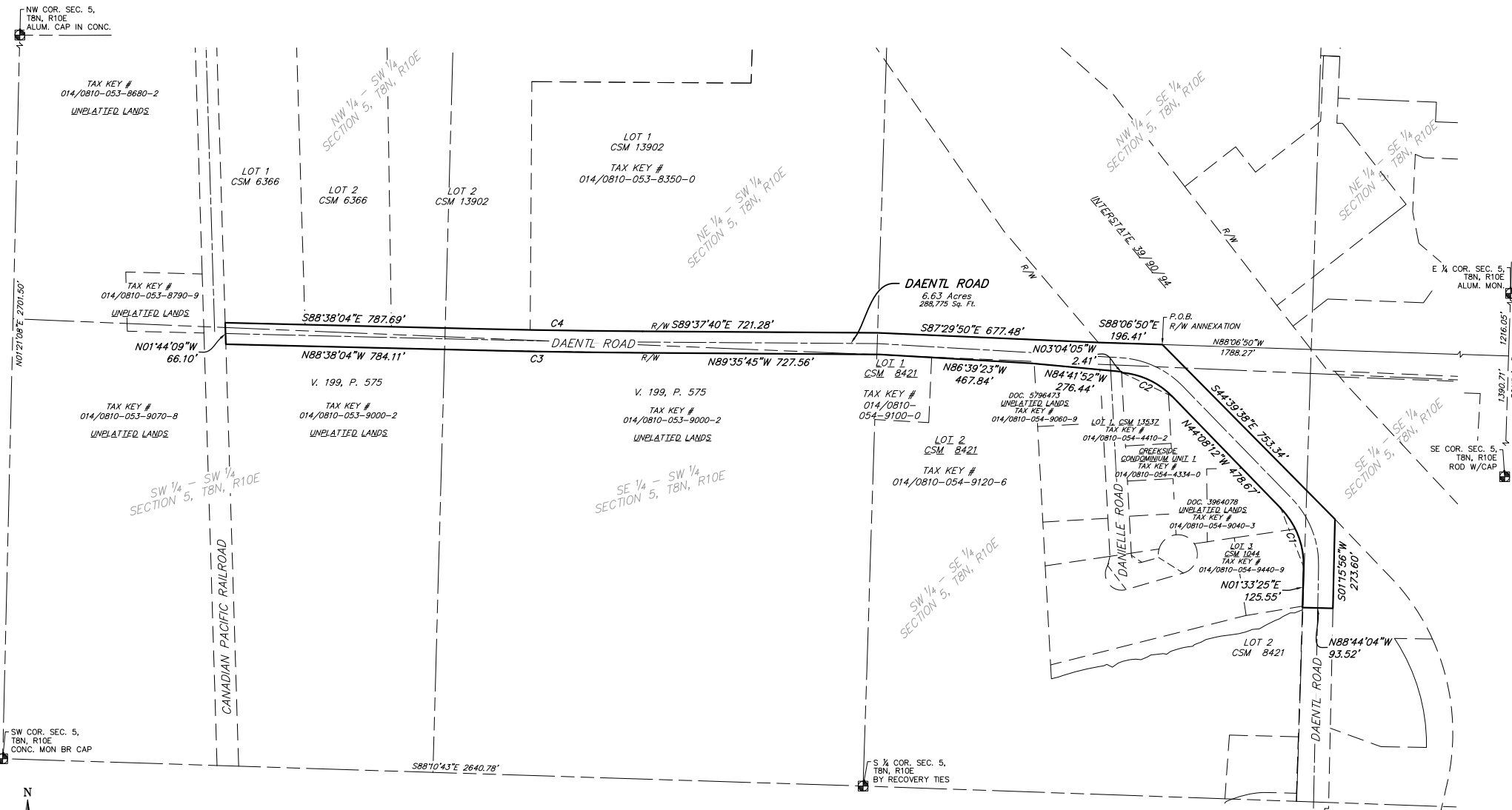
ANNEXATION EXHIBIT

THE RIGHT-OF-WAY OF DAENTL ROAD LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 5, T8N, R10E, ALL IN THE VILLAGE OF DEFOREST AND THE TOWN OF BURKE, DANE COUNTY, WISCONSIN

© Vierbicher Associates, Inc.

by: mlon

R:\DeForest_Village\013 - Likeville Partners\Daentl Road\CADD\2024-07-22 220002 - Likeville Annexation.dwg



DAENTL ROAD ANNEXATION DESCRIPTION
 The right-of-way of Daentl Road located in part of the Southeast Quarter of the Southeast Quarter, Southwest Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter, the Northeast Quarter of the Southwest Quarter, the Southeast of the Southwest Quarter, the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of Section 5, T8N, R10E, all in the Village of DeForest and the Town of Burke, Dane County, Wisconsin and bounded by a line described as follows:
 Commencing at the East Quarter Corner of said Section 5, T8N, R10E;
 Thence, S01°51'52"W, along the east line of the Southeast Quarter of said Section 5, 1216.05 feet to its intersection with the easterly extension of the north right-of-way line of Daentl Road;
 Thence, N88°06'50"W, along the said easterly extension of the north right-of-way line of Daentl Road, 1788.27 feet, to its intersection with the northeast right-of-way line of Daentl Road and the Point of Beginning P.O.B. of this Annexation Description;
 Thence, S44°39'38"E, 753.34 feet along the northeasterly right-of-way line of Daentl Road and the southerly right-of-way line of Interstate "39/90/94";
 Thence, S01°15'56"W, along the east right-of-way line of Daentl Road and the west right-of-way line of Interstate "39/90/94", 273.60 feet;
 Thence, N88°44'04"W, 93.52 feet, to the west right-of-way line of Daentl Road and the east line of Lot 3 of Dane County Certified Survey Map No. 1044;
 Thence, N01°33'25"E, along the said west right-of-way line of Daentl Road and the east line of Lot 3 of Dane County Certified Survey Map No. 1044, 125.55 feet to the beginning of a curve to the left;
 Thence, 198.03 feet, continuing along the said southwest right-of-way line of Daentl Road, the east line of Lot 3 of Dane County Certified Survey Map No. 1044 and the east line of lands described in Dane County Register of Deeds Document No. 3964078, being said curve to the left, having a radius of 248.31 feet, an included angle of 45°41'38", (a chord of 192.82 feet which bears N21°17'28"W)(C1), to the end of said curve;
 Thence, N44°08'12"W, along the southwest right-of-way of USH "39/90/94" and Daentl Road, the northeast line of said lands described in Dane County Register of Deeds Document No. 3964078 and the northeast line of Creekside Condominium Unit 1, 478.67 feet, to the beginning of a curve to the left;
 Thence, 175.00 feet, continuing along the said southwest right-of-way line of "39/90/94" and Daentl Road and the northeast line of Creekside Condominium Unit 1, being said curve to the left, having a radius of 242.90, an included angle of 41°16'46", (a chord of 171.24 feet which bears N64°46'37"W)(C2), to the end of said curve and the east right-of-way line of Danielle Road;
 Thence, N03°04'05"W, along the said east right-of-way line of Danielle Road, 2.41 feet to its intersection with the easterly extension of the south right-of-way line of Daentl Road;
 Thence, N84°41'52"W, continuing along the said easterly extension and the south right-of-way line of Daentl Road, 276.44 feet;
 Thence, N86°39'23"W, continuing along the south right-of-way line of Daentl Road and the north line Lot 2 and Lot 1 of Dane County Certified Survey Map No. 8421, 467.84 feet to the northeast corner thereof;
 Thence, N89°35'45"W, continuing along the south right-of-way line of Daentl Road, 727.56 feet to the beginning of a curve to the right;
 Thence, 493.99 feet, continuing along the south right-of-way line of Daentl Road, being said curve to the right having a radius of 28,630.39 feet, an included angle of 0°59'19", (a chord of 493.98 feet which bears N89°07'43"W)(C3), to the end of said curve;
 Thence, N89°35'45"W, continuing along the south right-of-way line of Daentl Road, 784.11 feet to the west right-of-way line of Daentl Road and the east right-of-way line of the Canadian Pacific Railway;
 Thence, N01°44'09"W, along the west right-of-way line of Daentl Road and the east right-of-way line of the Canadian Pacific Railway, 66.10 feet to the north right-of-way line of Daentl Road and the southwest corner of Lot 1 of Dane County Certified Survey Map No. 6366;
 Thence, S88°38'04"E, along the said north right-of-way line of Daentl Road and the south line of said Lot 1 and Lot 2 of Dane County Certified Survey Map No. 6366 and the south line of Lot 2 of Dane County Certified Survey Map No. 13902, 787.69 feet to the beginning of a curve to the left;
 Thence, 492.85 feet, continuing along the north right-of-way line of Daentl Road, being said curve to the left having a radius of 28,564.39 feet, an included angle of 0°59'19", (a chord of 492.84 feet which bears S89°07'43"E)(C4), to the end of said curve;
 Thence, S89°37'40"E, along the north right-of-way line of Daentl Road and the south line of said Lot 1 Dane County Certified Survey Map No. 13902, 721.28 feet;
 Thence, S87°29'50"E, continuing along the north right-of-way line of Daentl Road and the south line of said Lot 1 Dane County Certified Survey Map No. 13902, 677.48 feet to the southeast corner thereof;
 Thence, S88°06'50"E, 196.41 feet, returning to the point of beginning;

Daentl Road annexation lands contain 6.63 Ac., 288,775 Sq. Ft. and are subject to all other easements and rights-of-way of record.

EXHIBIT B

Curve Table						
Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In / Tangent Out
C1	198.03'	248.31'	45°41'38"	192.82'	N21°17'28"W	N01°33'21"E / N44°08'17"W
C2	175.00'	242.90'	41°16'46"	171.24'	N64°46'37"W	N44°08'14"W / N85°25'00"W
C3	493.99'	28,630.39'	0°59'19"	493.98'	N89°07'43"W	N89°37'22"W / N88°38'04"W
C4	492.85'	28,564.39'	0°59'19"	492.84'	S89°07'43"E	S88°38'04"E / S89°37'22"E



DAENTL ROAD ANNEXATION EXHIBIT
 TOWN OF BURKE AND VILLAGE OF DEFOREST
 DANE COUNTY, WISCONSIN

NO.	DATE	REVISIONS	REMARKS
		NO.	

DATE: 8/28/2024
 DRAFTER: mlon
 CHECKED: sds
 PROJECT NO.: 220002
 SHEET: 1 OF 1

TOWN OF BURKE

5365 Reiner Road, Madison, WI 53718, (608) 825-8420, TownofBurke.com

June 4, 2024

Village of DeForest
PO Box 196
120 S Stevenson St
DeForest WI 53532

Re: Attachment and Revenue Agreement dated 8.1.2023 Regarding Daentl Road (the “Agreement”)

Bill Chang and Calli Lundgren,

This letter is to formally notify you per Section 1 of the Agreement that the Town of Burke did not receive WISDOT STP Local Grant funding for road work on Daentl Road north of the Token Creek bridge. An email from Michael Loughran dated Friday May 31, 2024 confirms this.

Per Section 1 of the Agreement, the Village is now able to attach the Daentl Road Attachment segment. Additionally, please sign below confirming that in the event the road right-of-way described and shown in the attached Attachment A (the Additional ROW) is dedicated to the Town, the additional ROW will be attached to the Village at the same time the Daentl Road attachment segment is attached to the Village.

Please feel free to contact me with any questions,

Sincerely,



PJ Lentz
Town Administrator Clerk Treasurer

Attachment – Attachment A
Attachment of Additional ROW is Confirmed

Bill Chang, Village Administrator

ORDINANCE 2023-018

AN ORDINANCE TO APPROVE THE ATTACHMENT OF LANDS IDENTIFIED AS TAX PARCELS 081-0052-9340-2, 081-0052-9310-8 AND PART OF 081-0053-8420-0 FROM THE TOWN OF BURKE TO THE VILLAGE OF DEFOREST, NORTH OF DAENTL ROAD AND WEST OF I-90/94/39.

WHEREAS, the Village of DeForest entered into a cooperative agreement with the Town of Burke, City of Madison and City of Sun Prairie regarding lands that are currently in the Town of Burke and their future development; and

WHEREAS, the agreement provides for attachment of certain lands to the Village upon approval of the land owner and the Village and, in certain cases, the Town of Burke; and

WHEREAS, the owners of the property proposed for development as a warehouse/distribution facility and legally described in Exhibit A have requested attachment of said lands to the Village of DeForest; and

WHEREAS, pursuant to the Attachment and Revenue Sharing Agreement attached hereto as Exhibit B tentatively agreed to between the Village and Town of Burke, Burke has consented to the proposed attachment subject to the final approval of said agreement by both parties; and

WHEREAS, the DeForest Planning and Zoning Commission considered the proposed attachment and has recommended the Village Board approve the attachment; and

WHEREAS, the Village Board has determined that the proposed attachment of lands from the Town of Burke to the Village of DeForest will promote the general welfare and orderly development of the Village and/or its extraterritorial jurisdiction.

NOW, THEREFORE, the Village Board of DeForest, Wisconsin, does ordain as follows:

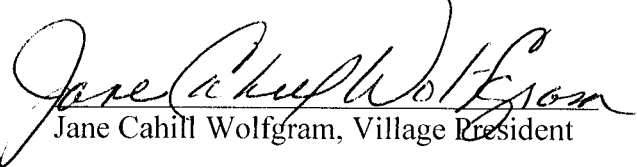
1. This ordinance shall take effect upon final approval and execution by the Village Board and the Burke Town Board of an agreement in substantially the form of Exhibit B.
2. The lands described in Exhibit A hereto are, subject to paragraph 1, attached to, and made a part of, the Village of DeForest, effective on the following dates:
 - a. The attachment of the public roadways included in the attachment description shall be effective at 12:01 a.m. on the date that is thirty (30) days after Burke provides written notice to the Village Administrator and the Village Clerk that either:
 - (i) Burke has been awarded a STP-Local Grant from the Wisconsin Department of Transportation to construct improvements to the entire length of Daentl Road (the "Grant") – not including the Token Creek

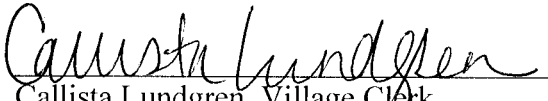
Bridge B-13-0096 -- and the improvement to Daentl Road covered by the Grant has been completed and accepted by Burke; or

(ii) Burke was not awarded the Grant.

- b. The attachment of the lands other than the public roadways included in the attachment description shall be effective at 12:01 a.m. on the first Monday following the effective date of this Ordinance as provided in paragraph 1.
3. The Village Clerk shall file, record and send copies of this ordinance and/or a plat of the attached territory as required by §66.0217(9)(a), Wis. Stats.

Adopted at a Regular Village Board meeting this 18th day of July, 2023.


Jane Cahill Wolfgram, Village President

Attest: 
Callista Lundgren, Village Clerk

Date Enacted: 7-18-2023 Vote: 6-0

EXHIBIT A
LEGAL DESCRIPTION OF ATTACHMENT

Being all of Lot 1 and Lot 2 of Certified Survey Map No. 6366, as recorded in the Dane County Register of Deeds office as Document No. 2252819, and part of Lot 2 of Certified Survey Map No. 13902, as Recorded in the Dane County Register of Deeds office as Document No. 5129578, and additional lands in the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 AND a part of the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 5, Township 8 North, Range 10 East, Town of Burke, Dane County, Wisconsin, described as follows:

Commencing at the northeast corner of the Southeast 1/4 of said Section 5; thence South 01°52'00" West along the east line of said Southeast 1/4, 1215.43 feet; thence North 88°08'01" West, 1788.27 feet to the Point of Beginning:

Thence South 44°39'38" East, 753.34 feet to the north corner of Lot 1 of Certified Survey Map No. 12830; thence South 01°15'56" West along the west line of said Lot 1, 273.60 feet; thence North 88°44'04" West, 93.52 feet to the east line of Lot 3 of Certified Survey Map No. 1044; thence North 01°06'01" East along said east line, 119.16 feet to a point of curvature; thence northwesterly 197.75 feet along the arc of said curve to the left and said east line of Lot 3, whose radius is 248.31 feet and whose chord bears North 21°42'48" West, 192.57 feet; thence North 44°31'41" West and continuing along the northerly line of Creekside Condominium Unit 2, 480.28 feet to a point of curvature; thence northwesterly 175.00 feet along the arc of said curve to the left and the northerly line of Lot 1 of Certified Survey Map No. 13537, whose radius is 242.90 feet and whose chord bears North 65°10'04" West, 171.24 feet to the northwest corner of said Lot 1; thence North 74°35'42" West, 69.80 feet; thence North 84°41'52" West, 202.64 feet; thence North 86°39'23" West, 474.54 feet along the north line of Certified Survey Map No. 8421; thence North 89°37'23" West, 720.87 feet to a point of curvature; thence northwesterly 493.98 feet along the arc of said curve to the right, whose radius is 28630.39 feet and whose chord bears North 89°07'43" West, 493.98 feet; thence North 88°38'04" West, 784.11 feet; thence North 01°44'09" West and continuing along the west line of Lot 1 of Certified Survey Map No. 6366, 2889.55 feet; thence South 53°11'19" East along said Lot 1, 187.68 feet; thence South 54°07'44" East along said Lot 1, 273.83 feet; thence South 44°36'01" East along said Certified Survey Map No. 6366 and then along Certified Survey Map No. 13902, 942.18 feet; thence South 00°22'47" West along said west line, 1900.36 feet to a point on a curve; thence southeasterly 344.68 feet along the arc of said curve to the left and the south line of said Lot 1, whose radius is 28564.39 feet and whose chord bears South 89°16'38" East, 344.68 feet; thence South 89°37'23" East along said south line of Lot 1, 721.23 feet; thence South 87°29'50" East along said south line of Lot 1, 677.48 feet to the southeast corner of said Lot 1 of Certified Survey Map No. 13902; thence South 88°08'01" East, 196.46 feet to the Point of Beginning.

Said Land containing 2,637,368 square feet (60.5456 acres).

EXHIBIT B
ATTACHMENT & REVENUE SHARING AGREEMENT

**PETITION FOR ATTACHMENT OF LANDS
TO THE VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN
FROM THE TOWN OF BURKE, DANE COUNTY, WISCONSIN**

In accordance with the Final Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan dated January 5, 2007 (the "Cooperative Plan"), and section 66.0307 of the Wisconsin Statutes, the undersigned being the sole owner of the real property legally and graphically described in the attached Attachment Exhibit, hereby petitions the Village Board of the Village of DeForest, Dane County, Wisconsin, to detach the real property described on the Attachment Exhibit from the Town of Burke, Dane County, Wisconsin, and to attach the same to the Village of DeForest, Dane County, Wisconsin, consistent with the terms of the Cooperative Plan.

A scale map that accurately reflects the location and legal description of the real property to be attached is set forth in the Attachment Exhibit. The area of the real property is 72.9891 acres. The real property is within the Protected Area as defined in the Cooperative Plan, requiring approval of attachment by the Town of Burke. There are no residents within the real property to be attached. The real property to be attached is subject to an Agreement for Provision of Utility Services Between the Village of DeForest and the Town of Burke.

The Tax Key Numbers for the real property to be attached are 014/0810-052-9310-8; 014/0810-052-9340-2; and 014/0810-053-8420-0.

Dated this 19th day of May, 2023.

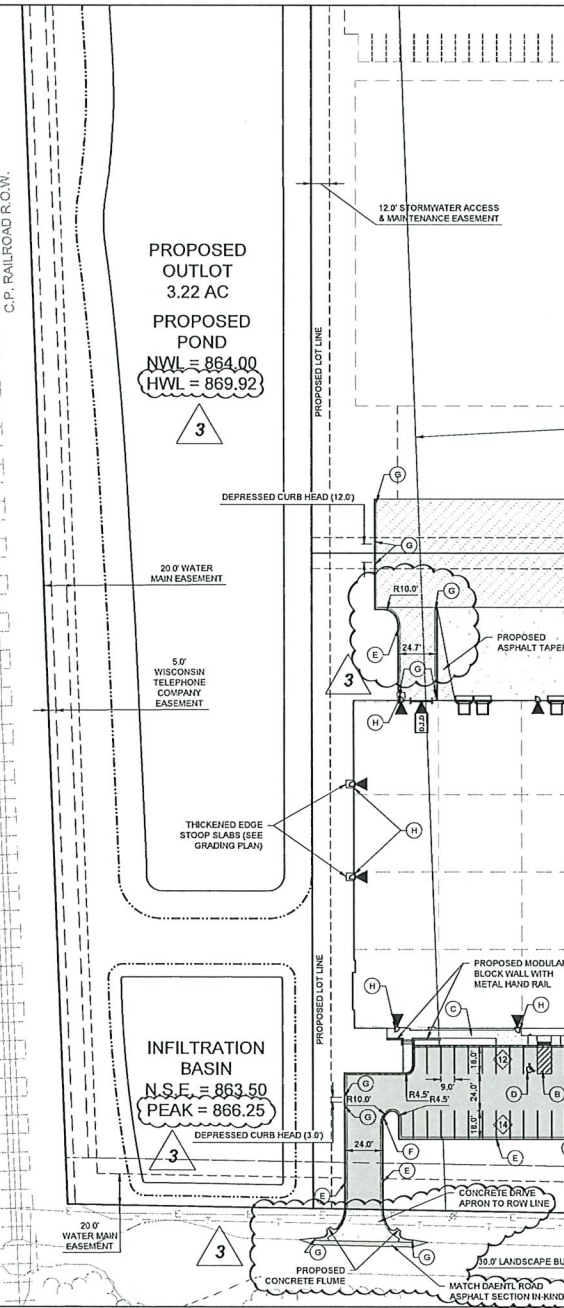
BUI PROPERTIES LLC
4334 Daentl Road
DeForest, WI 53532-2921

By: _____

Name: _____

Title: _____

SIZE, PLANS AND ELEVATIONS ARE TO BE USED AS A GUIDE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC.
 REVISIONS: MLC
 REVISIONS: MLC
 REVISIONS: MLC
 REVISIONS: MLC



SITE DATA TABLE	
TOTAL SITE AREA (NET)	6.969 AC (303,571 S.F.)
BUILDING SIZE	3,168 AC (138,012 S.F.)
PROPOSED PARKING SPACES	117 (5 A.D.A.)
PROPOSED IMPERVIOUS AREA	5,380 AC (234,345 S.F.)
PROPOSED PAVED AREA:	2,210 AC (96,271 S.F.)
GREEN SPACE/LANDSCAPE SURFACE AREA:	22.8% (1,589 AC)
ZONING	M-2
(NET ACREAGE DOES NOT INCLUDE AREA DEDICATED FOR PUBLIC RIGHT-OF-WAY)	



LEGEND	
(A)	4" SOLID WHITE STRIPE
(B)	4" DIAGONAL AT 45° SPACED 2" O.C.
(C)	R7-4 HANDICAP PARKING SIGN (SEE DETAIL)
(D)	ADA STALL SIGN
(E)	18" CURB & GUTTER (SEE DETAIL)
(F)	18" REVERSE CURB & GUTTER (SEE DETAIL)
(G)	TAPER CURB HEAD (SEE DETAIL)
(H)	BUILDING DOOR SLAB (2% MAX SLOPE WITHIN DRIVE IN OR MAN DOOR)
(I)	18" TO 30" CURB TRANSITION
(J)	30" CURB & GUTTER (SEE DETAIL)
(K)	REVERSE 30" CURB & GUTTER (SEE DETAIL)
(L)	PARKING COUNT (FOR INFORMATION ONLY, NOT TO BE PAINTED)
(M)	MAN DOOR
(N)	OVERHEAD DOOR
(O)	CONCRETE DRIVE APRON TO ROW LINE
(P)	CONCRETE DRIVE APRON TO ROW LINE
(Q)	CONCRETE DRIVE APRON TO ROW LINE
(R)	CONCRETE DRIVE APRON TO ROW LINE
(S)	CONCRETE DRIVE APRON TO ROW LINE
(T)	CONCRETE DRIVE APRON TO ROW LINE
(U)	CONCRETE DRIVE APRON TO ROW LINE
(V)	CONCRETE DRIVE APRON TO ROW LINE
(W)	CONCRETE DRIVE APRON TO ROW LINE
(X)	CONCRETE DRIVE APRON TO ROW LINE
(Y)	CONCRETE DRIVE APRON TO ROW LINE
(Z)	CONCRETE DRIVE APRON TO ROW LINE

- ### NOTES
- ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB OR BUILDING FOUNDATION UNLESS NOTED OTHERWISE. ALL UTILITY DIMENSIONS ARE TO OUTSIDE OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED. ALL PAVING DIMENSIONS ARE TO FACE OF CURB OR TO EDGE OF PAVEMENT, EXCEPT FOR THE SETBACK FROM PARKING LOTS, MANEUVERING LANES AND FIRE ACCESS LANES, WHERE THE SETBACK IS MEASURED FROM THE BACK OF CURB TO THE PROPERTY LINE.
 - ALL PROPOSED CURB AND GUTTER SHALL BE 18" STANDARD CURB AND GUTTER (SEE DETAIL) UNLESS OTHERWISE NOTED. CURB AND GUTTER DRAINING AWAY FROM THE FACE OF CURB IS NOTED AS REVERSE CURB AND GUTTER.
 - ALL RADII ARE MEASURED TO FACE OF CURB UNLESS NOTED OTHERWISE.
 - BUILDING DIMENSIONS AND ADJACENT PARKING AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THEREFORE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
 - THE CONTRACTOR SHALL CONTACT DIGGERS HOTLINE (1-800-242-8511) PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
 - IMPROVEMENTS ADJACENT TO BUILDING IF SHOWN SUCH AS TRUCK DOCK, RETAINING WALLS, SIDEWALKS, CURBS, FENCES, CANOPIES, RAMPS, HANDICAP ACCESS, PLANTERS, DUMPSTERS, AND TRANSFORMERS ETC. HAVE BEEN SHOWN FOR APPROXIMATE LOCATION ONLY. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS, SPECIFICATIONS, AND DETAILS.
 - REFER TO ELECTRICAL PLANS FOR LIGHTING LOCATIONS, SPECIFICATIONS, AND DETAILS.
 - SEE ADDITIONAL NOTES AND DETAILS ON SITE DIMENSIONAL PLANS AND CONSTRUCTION DETAILS.
 - ALL PAVING SHALL CONFORM TO STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION AND APPLICABLE VILLAGE OF DEFOREST ORDINANCES, AND SPECIFICATIONS CONTAINED WITHIN THIS PLAN SET.
 - CONTRACTOR SHALL CONSULT STRIPING COLOR WITH OWNER PRIOR TO CONSTRUCTION.
 - PROVIDE CONTRACTOR GRADE ACRYLIC STRIPING PAINT FOR NEW ASPHALT OR COATED ASPHALT. APPLY MARKING PAINT AT A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES OR TO MANUFACTURER'S SPECIFICATION, WHICHEVER IS GREATER.
 - THOROUGHLY CLEAN SURFACES FREE OF DIRT, SAND, GRAVEL, OIL AND OTHER FOREIGN MATTER. CONTRACTOR RESPONSIBLE TO INSPECT EXISTING PAVEMENT SURFACES FOR CONDITIONS AND DEFECTS THAT WILL ADVERSELY AFFECT QUALITY OF WORK, AND WHICH CANNOT BE PUT INTO AN ACCEPTABLE CONDITION THROUGH NORMAL PREPARATORY WORK AS SPECIFIED.
 - DO NOT PLACE MARKING OVER UNSOUND PAVEMENTS. IF THESE CONDITIONS EXIST, NOTIFY OWNER. STARTING INSTALLATION CONSTITUTES CONTRACTOR'S ACCEPTANCE OF SURFACE AS SUITABLE FOR INSTALLATION.
 - LAYOUT MARKINGS USING GUIDE LINES, TEMPLATES AND FORMS. STENCILS AND TEMPLATES SHALL BE PROFESSIONALLY MADE TO INDUSTRY STANDARDS. "FREE HAND" PAINTING OF ARROWS, SYMBOLS, OR WORDING SHALL NOT BE ALLOWED. APPLY STRIPES STRAIGHT AND EVEN.
 - PROTECT ADJACENT CURBS, WALKS, FENCES, AND OTHER ITEMS FROM RECEIVING PAINT.
 - BARICADE MARKED AREAS DURING INSTALLATION AND UNTIL THE MARKING PAINT IS DRIED AND READY FOR TRAFFIC.
 - ASPHALTIC CONCRETE PAVING SPECIFICATIONS:
 - CODES AND STANDARDS: THE PLACING, CONSTRUCTION AND COMPOSITION OF THE ASPHALTIC BASE COURSE AND ASPHALTIC CONCRETE SURFACING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460 AND 465 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, EDITION OF 2005. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS THE STATE HIGHWAY SPECIFICATIONS.
 - WEATHER LIMITATIONS: APPLY TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50° F (10° C) AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35° F (1° C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS OF MOISTURE. CONSTRUCT ASPHALTIC CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40° (4° C) AND WHEN BASE IS DRY AND WHEN WEATHER IS NOT RAINY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30° F (-1° C).
 - GRADE CONTROL: ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.
 - CRUSHED AGGREGATE BASE COURSE: THE TOP LAYER OF BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.
 - BINDER COURSE AGGREGATE: THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 315, STATE HIGHWAY SPECIFICATIONS.
 - SURFACE COURSE AGGREGATE: THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 465, STATE HIGHWAY SPECIFICATIONS.
 - ASPHALTIC MATERIALS: THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY SPECIFICATIONS.
 - SURFACE PREPARATION: NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
 - ADDITIONAL CONCRETE PAVING SPECIFICATIONS:
 - DOWEL BARS: PLACE AT ALL TRANSVERSE AND LONGITUDINAL JOINTS IN TRUCK LOADING DOCK AREAS AND AT ALL TRANSVERSE JOINTS IN ENTRANCE AREAS/ROADS PER WISDOT 13c13.
 - TIE BARS: PLACE AT ALL LONGITUDINAL JOINTS IN ENTRANCE AREAS/ROADS PER WISDOT 13c13. PLACE IN CURB AND GUTTER PER WISDOT 8001.
 - CODES AND STANDARDS: THE PLACING, CONSTRUCTION AND COMPOSITION OF THE CONCRETE BASE COURSE AND CONCRETE SURFACING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 211, 415, 501, AND 715 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS THE STATE HIGHWAY SPECIFICATIONS.
 - FURNISH GRADE A AIR-ENTRAINED CONCRETE CONFORMING TO SECTION 501 AS MODIFIED FOR CLASS 1 PAVEMENT CONCRETE IN SECTION 715. PROVIDE QUALITY MANAGEMENT PLAN (QMP) FOR CLASS 1 PAVEMENT CONCRETE AS SPECIFIED IN SECTION 715.
 - PROVIDED AIR-ENTRAINMENT ADMIXTURE IN ACCORDANCE WITH SECTION 501.2.5.2, STATE HIGHWAY SPECIFICATIONS.
 - MINIMUM 28-DAY COMPRESSIVE STRENGTH: 3,700 PSI
 - CRUSHED AGGREGATE BASE COURSE: THE BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.
 - SURFACE PREPARATION: NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.

PLAN 1 DESIGN 1 DELIVER
PINNACLE ENGINEERING GROUP
 ENGINEERING | NATURAL RESOURCES | SURVEYING
 20723 WATER POND ROAD, SUITE 300
 BROOKFIELD, WI 53115
 (762) 734-4444
 CHAGAS@PINNACLE-ENG.COM

LIKewise DEFOREST PHASE 1 INDUSTRIAL FACILITY DEFOREST, WI

SITE DIMENSIONAL & PAVING PLAN

REVISIONS	
1. VILLAGE SUBMITTAL	01/19/24
2. BID SET	03/11/24
3. CBI/ADDRESS COMMENTS	05/16/24

PROJECT NO.	2020.00
DATE	05/16/24
SCALE	AS SHOWN
SHEET	C-3 OF C-16

Z:\PROJECTS\2022\2901.00\W\CAD\SHETS\PHASE 1 01-SITE\2901.00-WI PHASE 1 ON-SITE SITE DIMENSIONAL & PAVING PLAN.DWG

FOR CONSTRUCTION & PAVING PLAN
 www.pinnacle-engr.com

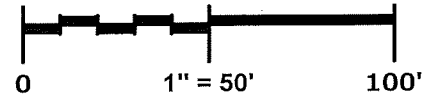
LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 13902, as recorded in the Register of Deeds office for Dane County as Document No. 5129578, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 8 North, Range 10 East, Town of Burke, Dane County, Wisconsin, described as follows:



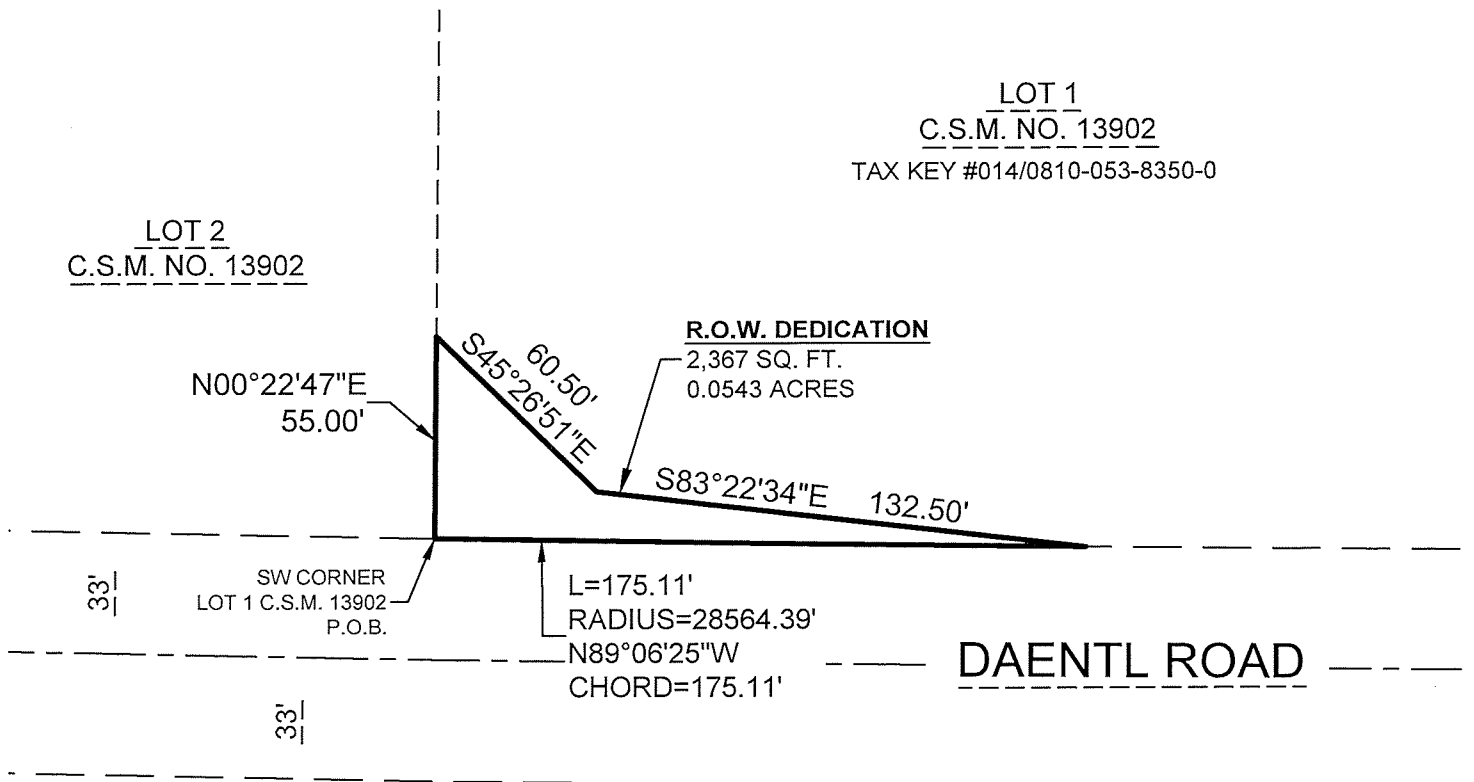
Beginning at the southwest corner of Lot 1 of said Certified Survey Map No. 13902; thence North 00°22'47" East along the west line of said Lot 1, 55.00 feet; thence South 45°26'51" East, 60.50 feet; thence South 83°22'34" East, 132.50 feet to the south line of said Lot 1 and a point on a curve; thence northwesterly 175.11 feet along the arc of said curve to the right, whose radius is 28564.39 feet and whose chord bears North 89°06'25" West, 175.11 feet to the Point of Beginning.

GRAPHICAL SCALE (FEET)



LOT 1
C.S.M. NO. 13902
 TAX KEY #014/0810-053-8350-0

LOT 2
C.S.M. NO. 13902



DRAFTED BY: ST

ATTACHMENT AND REVENUE SHARING AGREEMENT

THIS ATTACHMENT AND REVENUE SHARING AGREEMENT (the “Agreement”) is made and entered into by and between the VILLAGE OF DEFOREST, a Wisconsin municipal corporation located in Dane County, Wisconsin (“DeForest”), and the TOWN OF BURKE, a Wisconsin body politic and corporate located in Dane County, Wisconsin (“Burke”).

RECITALS

- A. DeForest, Burke, the City of Sun Prairie (“Sun Prairie”), and the City of Madison (“Madison”) entered into a Cooperative Plan pursuant to Wis. Stats. §66.0307 entitled “Final Town of Burke, Village of DeForest, City of Sun Prairie and City of Madison Cooperative Plan”, dated January 5, 2007 which became effective upon approval by the Wisconsin Department of Administration on May 4, 2007 (the “Cooperative Plan”). DeForest, Sun Prairie, and Madison are referred to in this Agreement as the “Incorporated Municipalities”.
- B. Section 9.B. of the Cooperative Plan prohibits the Incorporated Municipalities from annexing or otherwise attaching lands from Burke within the areas described in the Cooperative Plan as the “Protected Areas” without the consent of Burke.
- C. DeForest has received a development proposal for lands currently within Burke and located within the Protected Area on Parcel No. 081-0052-9340-2, Parcel No. 081-0052-9310-8, and the western approximately 22 acres of Parcel No. 081-0053-8420-0 (collectively the “Project Site”) which will require Village services. The Project Site legal description is shown on Exhibit A.
- D. Section 9.C.(5) of the Cooperative Plan recognizes the benefits of including public roadways bordering the Town and an Incorporated Municipality within the jurisdiction of an Incorporated Municipality. The proposed development and the Project Site is served by Daentl Road, a Town road, part of which will be attached to DeForest pursuant to this Agreement (the “Daentl Road Attachment Segment”) with the remainder to be attached to DeForest in the future pursuant to the Cooperative Plan. The Daentl Road Attachment Segment is shown on Exhibit B.
- E. Section 66.0305 of the Wisconsin Statutes allows municipalities to enter into agreements to share revenues derived from taxes and special charges, as defined in Wis. Stats. §74.01 (4).
- F. Sections 66.0301 and 66.0305(4)(b) of the Wisconsin Statutes allow municipalities to enter into agreements for the cooperative provision of municipal services.

- G. Sections 23. and 24.A. of the Cooperative Plan contemplate the possibility of additional intergovernmental agreements adjusting boundaries and obligations for services between the parties to the Cooperative Plan and possible additional revenue sharing agreements.
- H. DeForest and Burke have determined it to be in their mutual interest to allow the attachment of the Project Site to DeForest, to attach the Daentl Road Attachment Segment to DeForest, and to share the revenues derived from real property taxes generated on the Project Site on the terms and conditions of this Agreement. The description of lands to be attached to the Village pursuant to this Agreement is described in Exhibit A and shown on Exhibit B.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Burke and DeForest agree as follows:

1. Early Attachment of Project Site and the Daentl Road Attachment Segment.

As authorized by Section 9 B. of the Cooperative Plan and pursuant to the terms and conditions of this Agreement, Burke hereby consents to the early attachment to DeForest of both the Project Site and the Daentl Road Attachment Segment upon request by the owner(s) of all property comprising the Project Site (the "Owners"). For the avoidance of doubt, the Owners' request for attachment shall be deemed to include the attachment of both the Project Site and the Daentl Road Attachment Segment. The attachments shall be accomplished in accordance with the procedures for Intermediate Attachments as outlined in the Cooperative Plan, including Section 10 of the Cooperative Plan, and shall be subject to all of the provisions of Section 9.C of the Cooperative Plan, except that the provisions of Section 9.C.(3), as they relate to revenue sharing for years following the year of attachment shall not apply. A single Attachment Ordinance (as the term is defined in Section 10(1) of the Cooperative Plan) shall be used to attach the Project Site and the Daentl Road Attachment Segment to DeForest.

With regard to the Project Site, the attachment will become effective at 12:01 a.m. on the next Monday after DeForest's adoption of the Attachment Ordinance attaching the Project Site. With regard to the Daentl Road Attachment Segment the attachment will become effective at 12:01 a.m. on the date that is thirty (30) days after Burke provides written notice to the Village Administrator and the Village Clerk that either (i) Burke has been awarded a STP-Local Grant from the Wisconsin Department of Transportation to construct improvements to the entire length of Daentl Road (the "Grant") -- not including the Token Creek Bridge B-13-0096 -- and the improvement to Daentl Road covered by the Grant has been completed and accepted by Burke; or (ii) Burke was not awarded the Grant. Burke will take reasonable measures to pursue the award of the Grant and will provide reasonable documentation to DeForest regarding Burke's

application for the Grant and the improvement to Daentl Road covered by the Grant. Burke shall provide a copy of the plans and specifications for the improvements to the Daentl Road Attachment Segment to DeForest prior to final approval thereof by Burke, and shall consider in good faith any revisions requested by DeForest. Burke shall not be obligated to approve any changes that increase the project costs unless DeForest agrees to pay for such increases. DeForest shall also have the right to participate in construction observation during the improvements made to the Daentl Road Attachment Segment. The contract for the Daentl Road improvements shall provide for proof rolling of the base and DeForest shall be provided not less than 24 hours' written notice to allow for observation of the proof rolling. DeForest shall have the right, at DeForest's sole cost, to direct that any areas deemed substandard be undercut and replaced with suitable material. For purposes of this Agreement, written notice to the Village Administrator and Village Clerk shall mean written notice delivered by regular mail or certified mail to the Village Hall, 120 S. Stevenson Street, DeForest, WI 53532 or by email to changb@vi.deforest.wi.us and lundgrenc@vi.deforest.wi.us. The Village may change its notice recipients by providing notice to Burke. Upon attachment of the Daentl Road Attachment Segment to DeForest, unless otherwise agreed by the parties in writing, DeForest shall be responsible for the maintenance, repair, and removal of snow and ice from the Daentl Road Attachment Segment.

In the event DeForest has not adopted the Attachment Ordinance contemplated by this Section 1 by on or before October 31, 2023, this Agreement shall automatically terminate and be of no further force or effect.

2. Revenue Sharing.

- (a) *General.* If the Project Site is attached to DeForest pursuant to Section 1 of this Agreement, DeForest shall pay Burke an amount equal to fifty percent (50%) of DeForest's local share of the real property taxes levied and paid on the Project Site in each year commencing with the year after the attachment becomes final. In the event all or part of the Project Site becomes part of a tax increment district created by DeForest, the payment by DeForest for the portion of the Project Site included in the tax incremental district shall be determined as if such portion of the Project Site was not included in a tax increment district; and paid on the same payment schedule specified in Section 2(b) of this Agreement. All payments required by this Agreement shall continue until a final payment of the 2035 tax roll payable in February of 2036. Provided, however, that in no event shall DeForest's payments to Burke under this Agreement in any year be less than Burke's local share of real estate taxes levied against the Project Site in the year of attachment of the Project Site.
- (b) *Time of payment.* Payment by DeForest shall be made in arrears not later than 30 days after the date established for settlement by the county treasurer with a local taxation district under Wis. Stats. §74.29 or any subsequent statutory provision for final settlement.

3. DeForest Contribution for Improvement of Daentl Road. In the event Burke is awarded the Grant and constructs improvements to the entire length of Daentl Road, the road shall be reconstructed with pulverized and overlay aggregate base material and 5” of hot mix asphalt. The parties acknowledge that the 5” of hot mix asphalt exceeds the typical town road standard of 4” applied in Burke and, in consideration thereof, DeForest shall pay Burke the additional cost for 1” of hot mix asphalt installed on the entire length of Daentl Road (as shown on the map attached hereto and incorporated herein as Exhibit C) upon completion and acceptance of the road improvements by Burke.

4. Effective Date and Term.

(a) This Agreement shall become effective upon approval and execution by the governing bodies of both parties following: (i) the publication of a Class 3 notice; (ii) the holding of a public hearing hereon, as provided in Wis. Stats. §66.0305(3); and (iii) consideration by the governing bodies of both parties of the results of any advisory referendum held pursuant to §66.0305(6)(a), Wis. Stats. The effective date hereof shall be the date of the last signature as indicated in the signature blocks below.

(b) This Agreement shall continue in effect through October 26, 2036, unless earlier terminated pursuant to Section 1 of this Agreement or by the mutual consent of the parties in writing.

5. General Provisions.

(a) *Entire Agreement.* This Agreement represents the entire agreement between the parties with respect to the specific subject matter hereof, except to the extent the Cooperative Plan remains applicable thereto and may be amended only by a written agreement executed by both parties.

(b) *Severability.* The various provisions in this Agreement are intended to be severable. In the event that any single term in this Agreement is determined to be invalid or unenforceable, such determination shall not affect any of the remaining provisions which shall continue in full force and effect. Notwithstanding anything in this Section 5(b) to the contrary, in the event a court of competent jurisdiction invalidates or holds Section 2 of this Agreement to be unenforceable, DeForest and Burke shall negotiate an enforceable revenue sharing provision that provides for the same financial benefit to Burke.

(c) *Governing Law.* This Agreement shall be governed by, and construed according to, the laws of the State of Wisconsin. In the event of a dispute, venue shall lie for all parties in Dane County, Wisconsin.

- (d) *Section Captions.* The captions or headings of the various sections of this Agreement are intended for ease of reference only and shall not be deemed to define, limit or describe the scope or intent of this Agreement and are not part of this Agreement.
- (e) *Effect.* This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors or assigns.
- (f) *Neutral 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 either party because that party's attorney drafted this Agreement or any part hereof.
- (g) *No Third-Party Beneficiary.* This Agreement is intended to be solely between DeForest and Burke. Nothing in this Agreement accords any third-party any legal or equitable rights whatsoever.
- (h) *No Special Assessments against Property in the Town.* DeForest acknowledges and agrees that, during the Protected Period (as that term is defined in Section 5.A. of the Cooperative Plan), in the event the Daentl Road Attachment Segment is attached to DeForest pursuant to this Agreement and DeForest improves the Daentl Road Attachment Segment, DeForest will not levy special assessments for such public improvements against any parcel of property in Burke benefitted by such public improvements.

In witness whereof, the parties have executed this Agreement on the date(s) set forth in the signature blocks below.

[Signature blocks appear on following page]

VILLAGE OF DeFOREST

TOWN OF BURKE

By: Jane Cahill Wolfgram By: Kevin Vinney 8-1-2023
 Jane Cahill Wolfgram (Date) Kevin Vinney (Date)
 Village President 7-19-23 Town Chairperson

ATTEST:

ATTEST:

Callista Lundgren 7-24-23 E.J. Lentz 8-1-2023
 Callista Lundgren (Date) E.J. Lentz (Date)
 Village Clerk Clerk/Treasurer

Attachments:

- Exhibit A – Legal Description of Attachment Parcels
- Exhibit B – Map of Attachment Parcels Consisting of Project Area and Daentl Road Attachment Segment
- Exhibit C – Map of Entire Length of Daentl Road

EXHIBIT A
DESCRIPTION OF ATTACHMENT PARCELS

LEGAL DESCRIPTION:

Being all of Lot 1 and Lot 2 of Certified Survey Map No. 6366, as recorded in the Dane County Register of Deeds office as Document No. 2252819, and part of Lot 2 of Certified Survey Map No. 13902, as Recorded in the Dane County Register of Deeds office as Document No. 5129578, and additional lands in the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 AND a part of the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 5, Township 8 North, Range 10 East, Town of Burke, Dane County, Wisconsin, described as follows:

Commencing at the northeast corner of the Southeast 1/4 of said Section 5; thence South 01°52'00" West along the east line of said Southeast 1/4, 1215.43 feet; thence North 88°08'01" West, 1788.27 feet to the Point of Beginning:

Thence South 44°39'38" East, 753.34 feet to the north corner of Lot 1 of Certified Survey Map No. 12830; thence South 01°15'56" West along the west line of said Lot 1, 273.60 feet; thence North 88°44'04" West, 93.52 feet to the east line of Lot 3 of Certified Survey Map No. 1044; thence North 01°06'01" East along said east line, 119.16 feet to a point of curvature; thence northwesterly 197.75 feet along the arc of said curve to the left and said east line of Lot 3, whose radius is 248.31 feet and whose chord bears North 21°42'48" West, 192.57 feet; thence North 44°31'41" West and continuing along the northerly line of Creekside Condominium Unit 2, 480.28 feet to a point of curvature; thence northwesterly 175.00 feet along the arc of said curve to the left and the northerly line of Lot 1 of Certified Survey Map No. 13537, whose radius is 242.90 feet and whose chord bears North 65°10'04" West, 171.24 feet to the northwest corner of said Lot 1; thence North 74°35'42" West, 69.80 feet; thence North 84°41'52" West, 202.64 feet; thence North 86°39'23" West, 474.54 feet along the north line of Certified Survey Map No. 8421; thence North 89°37'23" West, 720.87 feet to a point of curvature; thence northwesterly 493.98 feet along the arc of said curve to the right, whose radius is 28630.39 feet and whose chord bears North 89°07'43" West, 493.98 feet; thence North 88°38'04" West, 784.11 feet; thence North 01°44'09" West and continuing along the west line of Lot 1 of Certified Survey Map No. 6366, 2889.55 feet; thence South 53°11'19" East along said Lot 1, 187.68 feet; thence South 54°07'44" East along said Lot 1, 273.83 feet; thence South 44°36'01" East along said Certified Survey Map No. 6366 and then along Certified Survey Map No. 13902, 942.18 feet; thence South 00°22'47" West along said west line, 1900.36 feet to a point on a curve; thence southeasterly 344.68 feet along the arc of said curve to the left and the south line of said Lot 1, whose radius is 28564.39 feet and whose chord bears South 89°16'38" East, 344.68 feet; thence South 89°37'23" East along said south line of Lot 1, 721.23 feet; thence South 87°29'50" East along said south line of Lot 1, 677.48 feet to the southeast corner of said Lot 1 of Certified Survey Map No. 13902; thence South 88°08'01" East, 196.46 feet to the Point of Beginning.

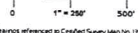
Said Land containing 2,637,368 square feet (60.5456 acres).

EXHIBIT B
ATTACHMENT AND REVENUE
SHARING AGREEMENT

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	197.79'	248.31'	N21°42'48"W	182.57'
C2	175.00'	242.90'	N65°10'04"W	171.24'
C3	493.98'	2853.33'	N89°07'43"W	493.98'
C4	344.68'	2854.33'	S88°18'38"E	344.68'



GRAPHICAL SCALE (FEET)



Designs referenced to Certified Survey Map No. 1952.

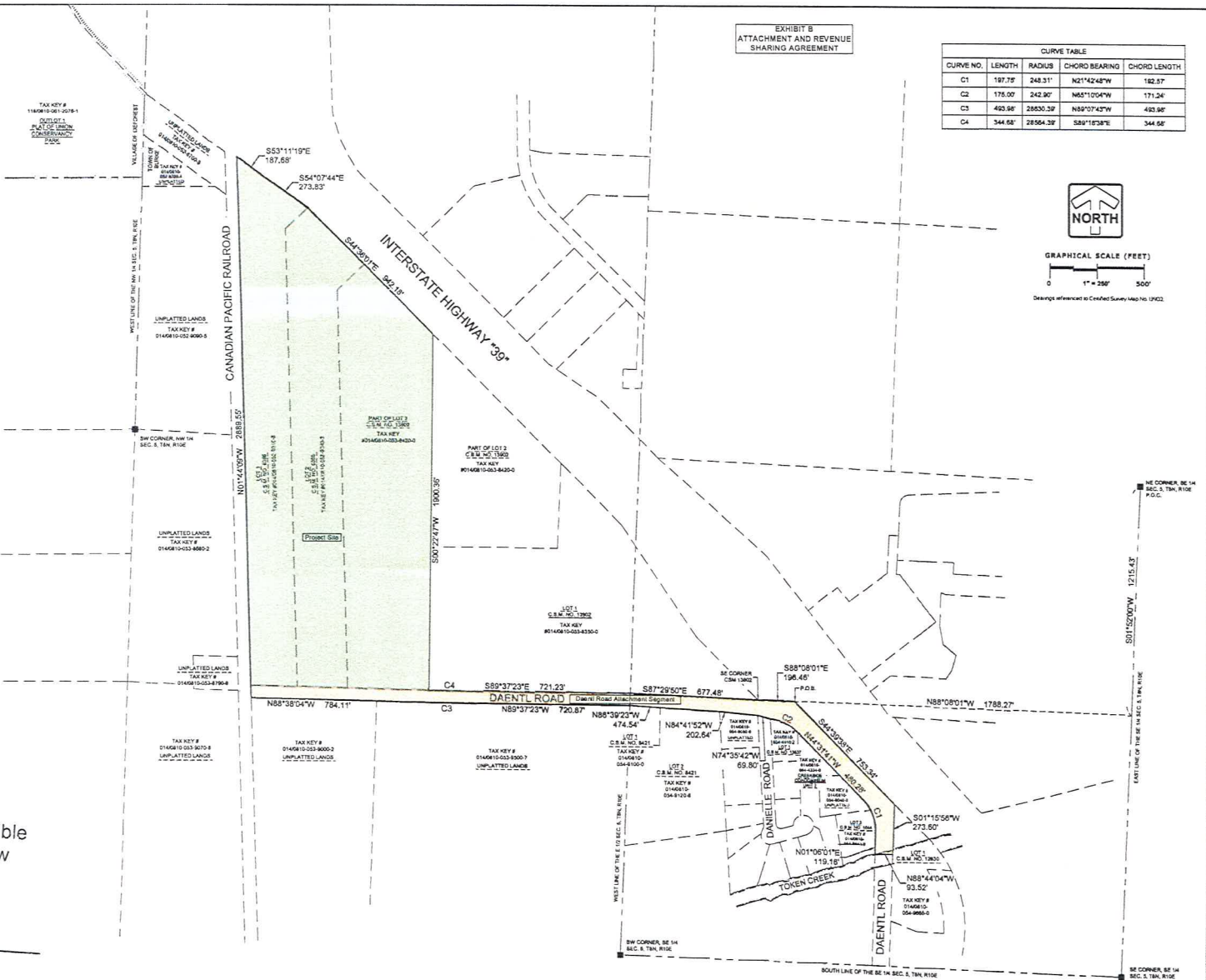
LEGAL DESCRIPTION:

Being all of Lot 1 and Lot 2 of Certified Survey Map No. 6366, as recorded in the Dane County Register of Deeds office as Document No. 2323219, and part of Lot 2 of Certified Survey Map No. 13502, as recorded in the Dane County Register of Deeds office as Document No. 5129576, and additional lands in the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 all in Section 5, Township 8 North, Range 10 East, Town of Burke, Dane County, Wisconsin, described as follows:

Commencing at the northeast corner of the Southeast 1/4 of said Section 5; thence South 01°52'00" West along the east line of said Southeast 1/4, 1215.43 feet; thence North 88°08'01" West, 1788.27 feet to the Point of Beginning;

Thence South 44°39'38" East, 763.34 feet to the north corner of Lot 1 of Certified Survey Map No. 12830; thence South 01°13'58" West along the west line of said Lot 1, 273.50 feet; thence North 88°44'04" West, 93.52 feet to the east line of Lot 3 of Certified Survey Map No. 1044; thence North 01°06'01" East along said east line, 119.18 feet to a point of curvature; thence northeasterly 157.75 feet along the arc of said curve to the left and said east line of Lot 3, whose radius is 248.31 feet and whose chord bears North 21°42'48" West, 192.57 feet; thence North 44°31'44" West and continuing along the northerly line of Creekside Condominium Unit 2, 490.28 feet to a point of curvature; thence northeasterly 175.00 feet along the arc of said curve to the left and the northerly line of Lot 1 of Certified Survey Map No. 13537, whose radius is 242.90 feet and whose chord bears North 65°10'04" West, 171.24 feet to the northeast corner of said Lot 1; thence North 74°35'42" West, 89.80 feet; thence North 84°41'52" West, 202.84 feet; thence North 88°39'22" West, 474.54 feet along the north line of Certified Survey Map No. 9421; thence North 89°37'23" West, 720.87 feet to a point of curvature; thence northeasterly 493.98 feet along the arc of said curve to the right, whose radius is 2853.33 feet and whose chord bears North 89°07'43" West, 493.98 feet; thence North 88°38'04" West, 784.11 feet; thence North 01°44'00" West and continuing along the west line of Lot 1 of Certified Survey Map No. 6366, 2859.55 feet; thence South 53°11'19" East along said Lot 1, 187.68 feet; thence South 54°07'44" East along said Lot 1, 273.83 feet; thence South 44°39'38" East along said Certified Survey Map No. 6366 and then along Certified Survey Map No. 13902, 942.18 feet; thence South 00°22'47" West along said west line, 1900.38 feet to a point on a curve; thence southeasterly 344.68 feet along the arc of said curve to the left and the south line of said Lot 1, whose radius is 2854.33 feet and whose chord bears South 89°18'38" East, 344.68 feet; thence South 89°37'23" East along said south line of Lot 1, 721.23 feet; thence South 87°29'50" East along said south line of Lot 1, 677.48 feet to the southeast corner of said Lot 1 of Certified Survey Map No. 13902; thence South 88°08'01" East, 198.48 feet to the Point of Beginning.

Said Land containing 2,637,368 square feet (60,5456 acres).



Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.
Authorized by:

Ch

PLAN | DESIGN | DELIVER
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PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

WORKSHOPS OFFICE:
2015 WATER TOWN ROAD SUITE 300
BROOKFIELD, WISCONSIN
(414) 784-8888

CHESAIGNAIS, ILLINOIS 61820

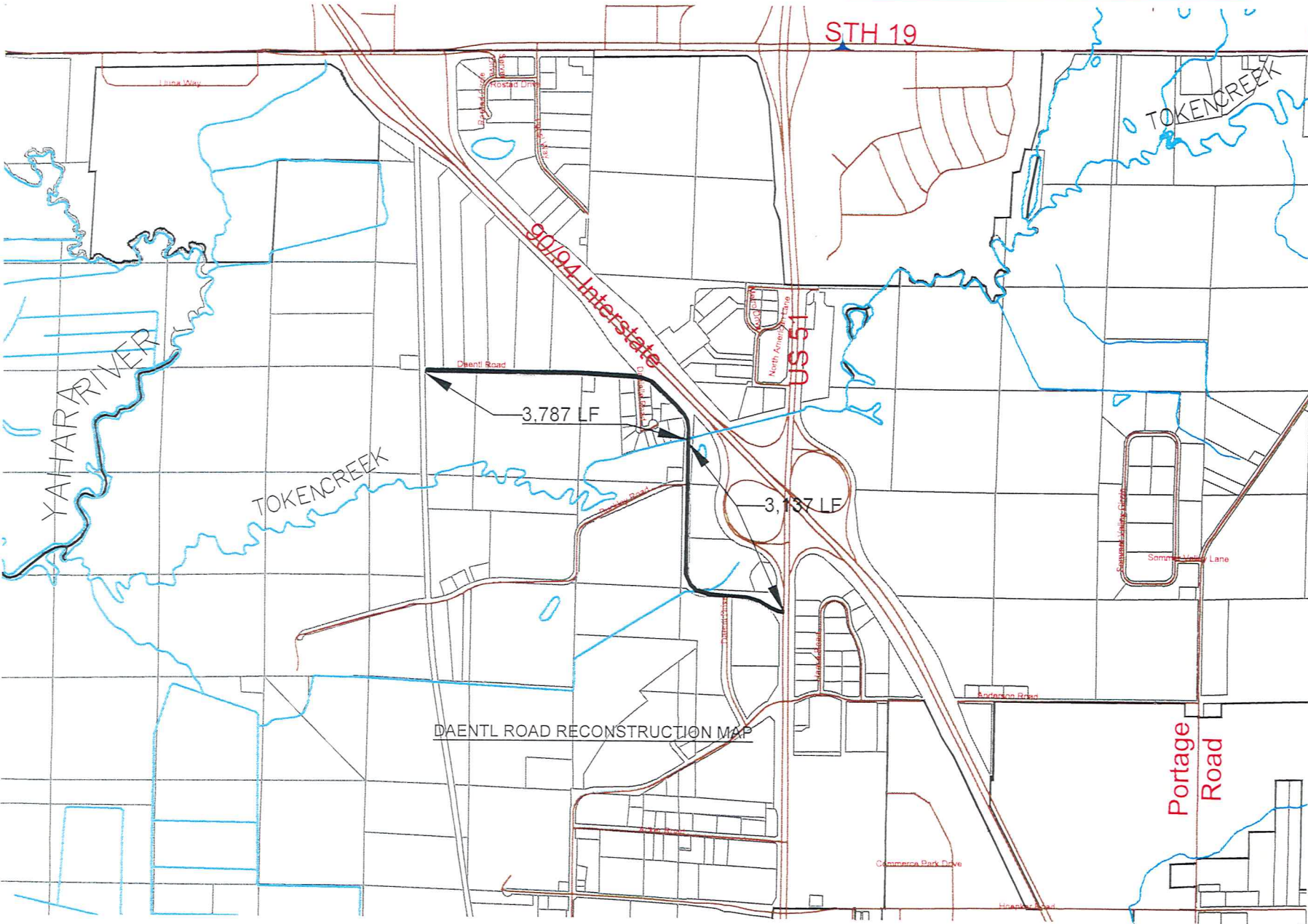
DAENTL ROAD
TOWN OF BURKE, DANE COUNTY, WISCONSIN

ATTACHMENT EXHIBIT

REVISIONS		SHEET 1 1-1-1 EXHIBIT
NO.	DATE	

PROJECT NO. 2020.003
DATE: 06/27/2023
SCALE: 1"=200'
DRAWN BY: [Name]
CHECKED BY: [Name]

EXHIBIT C
ATTACHMENT AND REVENUE
SHARING AGREEMENT



DAENTL ROAD RECONSTRUCTION MAP

ORDINANCE

Document Number

Document Title

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5926975

10/02/2023 02:09 PM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 16

Recording Area

Name and Return Address

Village of DeForest
Attn: Callista Lundgren
120 S. Stevenson St.
DeForest WI 53532

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

9/17
16