

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT
(WIS. STAT. § 66.0217(2))

To:

City of Middleton
Attn: Clerk
7426 Hubbard Avenue
Middleton, WI 53562

Town of Middleton
Attn: Clerk
7555 West Old Sauk Road
Verona, WI 53593

Town of Springfield
Attn: Clerk
6157 County Highway P
Dane, WI 53529

The undersigned, being all the owners of all the real property in the Territory, unanimously petition the City of Middleton to annex the Territory from the Town of Middleton and the Town of Springfield.

The "Territory" proposed for annexation from the Town of Middleton and the Town of Springfield is shown on the scale map attached as Exhibit A and legally described on Exhibit B. The Territory is in Dane County, Wisconsin.

The undersigned requests that the City of Middleton approve this annexation and that it take effect in the manner provided by law.

There are zero (0) electors residing in the territory. The population of the Territory is zero (0).

This Petition for Annexation is filed according to Wis. Stat. § 66.0217(2).

Trustee of the Leonard A. And Ruth E. Ziegler Living Trust

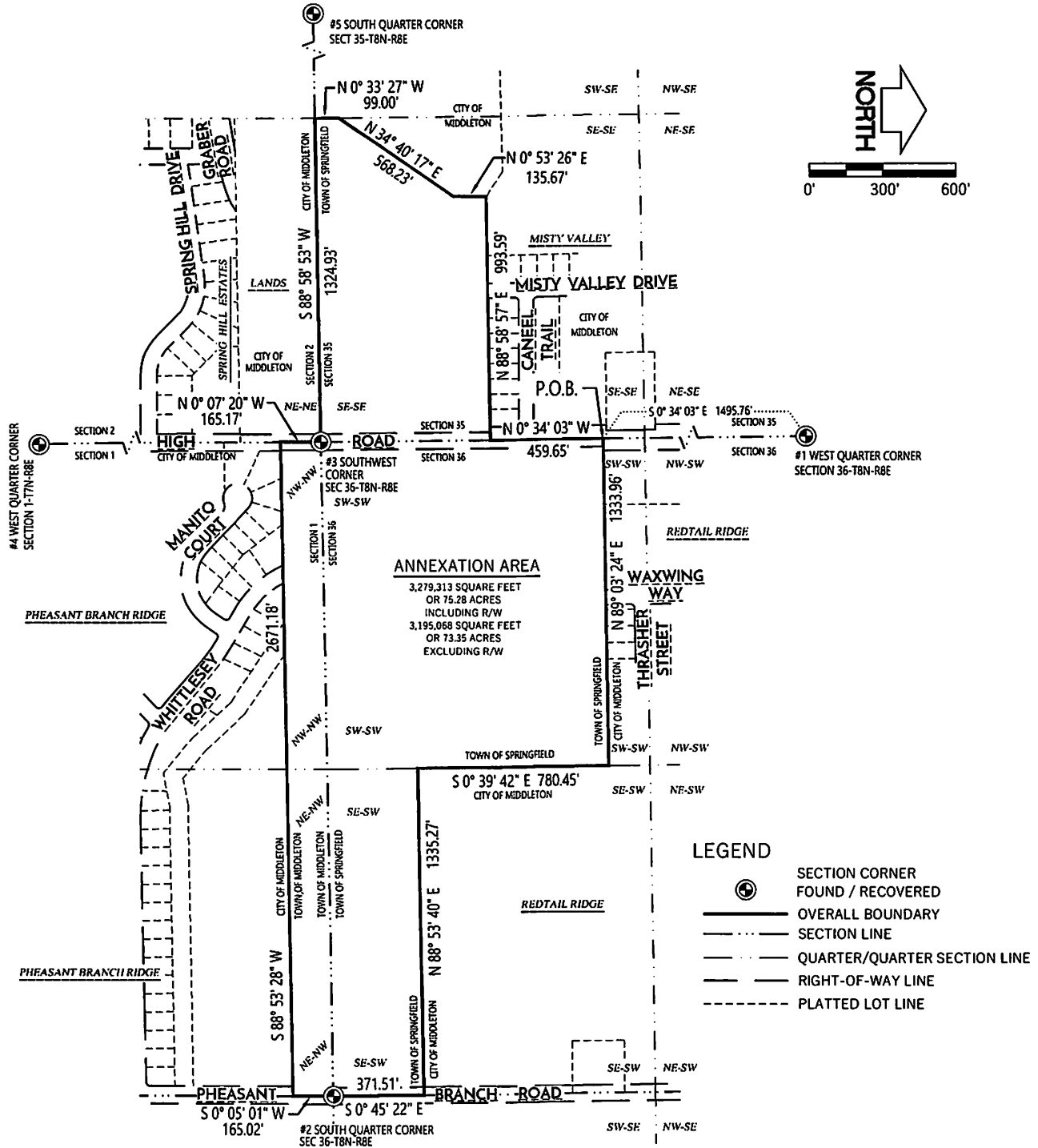
By:  09/11/2024
CDT
Greg Ziegler, Trustee

By: 
Gary Ziegler, Trustee

EXHIBIT "A"

ANNEXATION & ATTACHMENT AREAS

UNPLATTED LANDS, BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1 TOWNSHIP 7 NORTH, RANGE 8 EAST, PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35 TOWNSHIP 8 NORTH, RANGE 8 EAST, PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36 TOWNSHIP 8 NORTH, RANGE 8 EAST, LOCATED IN THE TOWN OF MIDDLETON & THE TOWN OF SPRINGFIELD, DANE COUNTY, WISCONSIN.



ANNEXATION AREA
 3,279,313 SQUARE FEET
 OR 75.28 ACRES
 INCLUDING R/W
 3,195,068 SQUARE FEET
 OR 73.35 ACRES
 EXCLUDING R/W

- LEGEND**
- SECTION CORNER FOUND / RECOVERED
 - OVERALL BOUNDARY
 - SECTION LINE
 - QUARTER/QUARTER SECTION LINE
 - RIGHT-OF-WAY LINE
 - PLATTED LOT LINE

File: W:\2024\241237_Ziegler Property, Middleton\dwg\241237_ANNEXATION.dwg Layout: Easement Exhibit 1 of 2 User: Zoeh Plotted: Aug 28, 2024 - 1:49pm



PREPARED BY:
WYSER ENGINEERING
 300 EAST FRONT STREET
 MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
VERIDIAN HOMES
 6801 SOUTH TOWNE DRIVE
 MADISON, WI 53713

SURVEYED BY: ---
 DRAWN BY: AMS
 APPROVED BY: ZMR

PROJECT NO: 24-1237
 SHEET NO: 1 of 2

EXHIBIT "A" ANNEXATION AREA

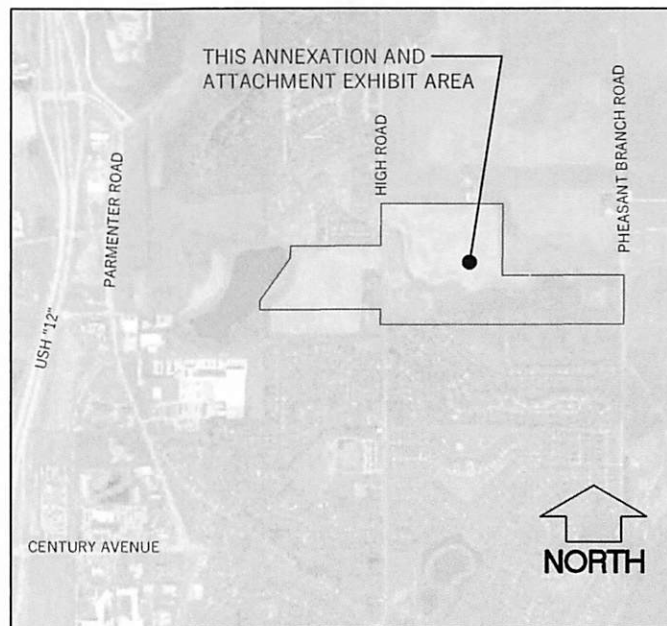
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PLSS SECTION CORNER MONUMENT TABLE		
MON. #	DESCRIPTION	DANE COUNTY COORDINATES NAD 83 (2011)
1	FOUND SURVEY SPIKE W/ WASHER	N: 501,617.39 E: 789,831.35
(*)	W 1/4 CORNER OF SECTION 36-T8N-R8E	(N: 501,617.39 E: 789,831.35)
2	FOUND 1- $\frac{1}{2}$ " REBAR	N: 499,017.56 E: 792,528.88
()	S 1/4 CORNER OF SECTION 36-T8N-R8E	(N: 499,017.57 E: 792,528.88)
3	FOUND BROKEN ALUMINUM MONUMENT	N: 498,966.01 E: 789,857.61
()	SW CORNER OF SECTION 36-T8N-R8E	(N: 498,965.94 E: 789,857.61)
4	FOUND 1- $\frac{1}{4}$ " REBAR	N: 496,314.43 E: 789,863.26
()	W 1/4 CORNER OF SECTION 1-T7N-R8E	(N: 496,314.24 E: 789,863.24)
5	FOUND DISTURBED 1- $\frac{1}{4}$ " REBAR	N: 498,918.90 E: 787,208.17
()	S 1/4 CORNER OF SEC 35-T8N-R8E	(N: 498,918.83 E: 787,208.29)
COMP COORDS. BASED ON 3 OF 4 TIES FOUND		

(*) PER MARKS 2018 TIE SHEET
() PER ADAMS 2017 TIE SHEET

GENERAL NOTES:

1. NORTH REFERENCE FOR THIS ANNEXATION MAP ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, WISCONSIN DANE, NAD 83 (2011), GRID NORTH. THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 08 NORTH, RANGE 08 EAST, BEARS S 0° 34' 03" E.



VICINITY MAP : NOT TO SCALE

File: W:\2024\241237_Ziegler Property, Middleton\dwg\241237_ANNEXTION.dwg Layout: Easement Exhibit 2 of 2 User: Zach Plotfile: Aug 28, 2024 - 1:28pm



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6801 SOUTH TOWNE DRIVE
MADISON, WI 53713

SURVEYED BY: ---
DRAWN BY: AMS
APPROVED BY: ZMR

PROJECT NO: 24-1237
SHEET NO: 2 of 2

EXHIBIT B

CITY OF MIDDLETON ANNEXATION AREA

LEGAL DESCRIPTION

Unplatted lands, being a part of the Southeast Quarter of the Southwest Quarter and part of the Southwest Quarter of the Southwest Quarter of Section 36, and also a part of the Southeast Quarter of the Southeast Quarter of Section 35, all in Township 8 North, Range 8 East, Town of Springfield, and also unplatted lands, being a part of the Northeast Quarter of the Northwest Quarter, and part of the Northwest Quarter of the Northwest Quarter of Section 1, Township 7 North, Range 8 East, Town of Middleton, Dane County, Wisconsin, more particularly described as follows:

Commencing at the West Quarter Corner of aforesaid Section 36; thence, along the West line of the Southwest Quarter of said Section 36, South 00 degrees 34 minutes 03 seconds East, 1495.76 feet to a point on the westerly extension of the South line of Redtail Ridge, recorded in Volume 61-096B of Plats on pages 571-575 as Document No. 5928058, and corrected by Document No. 5942693, also being the Point of Beginning; thence, along said extension and then the South line of said Redtail Ridge, North 89 degrees 03 minutes 24 seconds East, 1333.96 feet to a point on the East line of the Southwest Quarter of the Southwest Quarter of said Section 36, also being a point on a West line of said Redtail Ridge; thence, along said East line and said West line, South 00 degrees 39 minutes 42 seconds East, 780.45 feet to a Southwest corner of said Redtail Ridge; thence along the South line of said Redtail Ridge, and then an easterly extension of said line, North 88 degrees 53 minutes 40 seconds East, 1335.27 feet to a point on the East line of the Southwest Quarter of said Section 36; thence, along said East line, South 00 degrees 45 minutes 22 seconds East, 371.51 feet to the South Quarter Corner of said Section 35; thence, along the East line of the Northwest Quarter of aforesaid Section 1, South 00 degrees 05 minutes 01 seconds West, 165.02 feet; to an Easterly extension of the North line of Pheasant Branch Ridge, recorded in Volume 57-088B of plats on pages 341-343 as Document No. 2920713; thence, along said extension, then said North line, and then a westerly extension of said North line, South 88 degrees 53 minutes 28 seconds West, 2671.18 feet to a point on the West line of the Northwest Quarter of said Section 1; thence, along said West line, North 00 degrees 07 minutes 20 seconds West, 165.17 feet to the Southwest Corner of said Section 36; thence, along the South line of the Southeast Quarter of aforesaid Section 35, South 88 degrees 58 minutes 53 seconds West, 1324.93 feet to the Southwest Corner of the Southeast Quarter of the Southeast Quarter of said Section 35; thence, along the West line of said Southeast Quarter of the Southeast Quarter of Section 35, North 00 degrees 33 minutes 27 seconds West, 99.00 feet; thence, North 34 degrees 40 minutes 17 seconds East, 568.23 feet; thence, North 00 degrees 53 minutes 26 seconds East, 135.67 feet to a point on the South line of Misty Valley, recorded in Volume 59-040B of Plats on pages 198-201 as Document No. 4360973; thence, along the South line of said Misty Valley and then an easterly extension of said line, North 88 degrees 58 minutes 57 seconds East, 993.59 feet to a point on the East line of aforesaid Southeast Quarter of Section 35; thence, along said East line, North 00 degrees 34 minutes 03 seconds West, 459.65 feet back to the Point of Beginning.

Said parcel contains 3,279,313 square feet or 75.28 acres including the right-of-way.

Said parcel contains 3,195,068 square feet or 73.35 acres excluding the right-of-way.

Annexation Review Questionnaire

Wisconsin Department of Administration

WI Dept. of Administration
 Municipal Boundary Review
 PO Box 1645
 Madison WI 53701
 608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview>

Petitioner: **Ziegler Living Trust**

Petition Number: **14700**

1. Territory to be annexed: From **TOWN OF SPRINGFIELD and TOWN OF MIDDLETON** To **CITY OF MIDDLETON**

2. Area (Acres): **75.28 (incl. ROW)**

3. Pick one: Property Tax Payments **T. of MIDDLETON** OR Boundary Agreement **SPRINGFIELD**

a. Annual town property tax on territory to be annexed:
 \$ **50**

a. Title of boundary agreement **City of Middleton and Town of Springfield**

b. Total that will be paid to Town
 (annual tax multiplied by 5 years): **\$250**

b. Year adopted **2004 extension in 2009**

c. Participating jurisdictions **City of Middleton Town of Springfield**

c. Participating jurisdictions **Intergovernmental Agreement**

d. Statutory authority (pick one)
 s.66.0307 s.66.0225 s.66.0301

4. Resident Population: _____ Electors: **0** Total: **0**

5. Approximate present land use of territory:

Residential: _____% Recreational: _____% Commercial: _____% Industrial: _____%

Undeveloped: **100% (agricultural w/ vacant homestead)**

6. If territory is undeveloped, what is the anticipated use?

Residential: **100%** Recreational: _____% Commercial: _____% Industrial: _____%

Other: _____%

Comments: **residential w/ related uses (parks & conservancy)**

7. Has a preliminary or final plat been submitted to the Plan Commission: Yes No

Plat Name: **Preliminary Plat of Ziegler Farm**

8. What is the nature of land use adjacent to this territory in the city or village?

N/S: Residential W/E: conservancy

In the town?: **N/S/W: City of Middleton E: Town of Springfield**

9. What are the basic service needs that precipitated the request for annexation?

Sanitary sewer Water supply Storm sewers

Police/Fire protection EMS Zoning

Other _____

10. Is the city/village or town capable of providing needed utility services?

City/Village Yes No Town Yes No

If yes, approximate timetable for providing service: City/Village Town

Sanitary Sewers immediately
or, write in number of years. immediately upon install/ CARPC approval

Water Supply immediately
or, write in number of years. immediately upon install

Will provision of sanitary sewers and/or water supply to the territory proposed for annexation require capital expenditures (i.e. treatment plant expansion, new lift stations, interceptor sewers, wells, water storage facilities)?

Yes No

If yes, identify the nature of the anticipated improvements and their probable costs: utility study will be

11. Planning & Zoning:

a. Do you have a comprehensive plan for the City/Village/Town? Yes No

Is this annexation consistent with your comprehensive plan? Yes No

b. How is the annexation territory now zoned? A-1 Agricultural

c. How will the land be zoned and used if annexed? Single-family, parks, Conservancy

12. Elections: New ward or Existing ward? Will the annexation create a new ward or join an existing ward? For more information, please contact the Wisconsin Election Commission at (608) 266-8005, elections@wi.gov or see their annexation checklist here: <http://elections.wi.gov/forms/el-100>

Ward 24

13. Other relevant information and comments bearing upon the public interest in the annexation:

Please see attached: 1) Boundary Agreement w/ the Town of Springfield, 2) Extension to Boundary Agreement 3) Preliminary plat submittal (DRAFT)

Prepared by: Town City Village

Name: Abby Attoun

Email: aattoun@cityofmiddleton.us

Phone: (608) 821-8343

Date: 9/19/24

(March 2018)

Please RETURN PROMPTLY to:

wimunicipalboundaryreview@wi.gov

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Fax: (608) 264-6104

**AMENDMENT TO CITY OF MIDDLETON AND
TOWN OF SPRINGFIELD INTERGOVERNMENTAL AGREEMENT
UNDER SECTION 66.0301, WISCONSIN STATUTES**

The **City of Middleton**, a Wisconsin municipal corporation with offices at 7426 Hubbard Avenue, Middleton, Wisconsin 53562 (hereinafter "City"), and the **Town of Springfield**, a Wisconsin municipality with offices at 6157 County Highway P, Dane, Wisconsin 53529 (hereinafter "Town"), enter into this Amendment to Intergovernmental Agreement (hereinafter "Amendment"), under authority of Wis. Stats. § 66.0301.

WHEREAS, the City and the Town entered into the "City of Middleton and Town of Springfield Intergovernmental Agreement Under Section 66.0301, Wisconsin Statutes," on March 25, 2004 (the "Agreement"); and

WHEREAS, the City and the Town desire to extend the terms of the Agreement an additional five years; and

WHEREAS, Section 18 of the Agreement permits amendment by the approval of a written Amendment by the parties;

NOW, THEREFORE, it is agreed by and between the parties that:

1. Section 15.01 of the Agreement shall be amended to read as follows:

"**15.01** The term of this Agreement shall terminate at 11:59 p.m. on March 25, 2029."

2. All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and Town certify that this Agreement has been duly approved by their respective governing bodies in accordance with State and local laws, rules and regulations, and each has caused their duly authorized officers to execute this Agreement on the dates written following their respective signatures.

CITY OF MIDDLETON

By: Kurt J. Sonntag
Kurt J. Sonntag, Mayor Date

Attest:

Patricia A. Amble 8/24/09
Patricia A. Amble, City Clerk Date

TOWN OF SPRINGFIELD

By: Don Hoffman 9-1-07
Don Hoffman, Town Chair Date

Attest:

Sherri Endres 9-1-09
Sherri Endres, Town Clerk Date

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 24 day of August, 2009, the above-named Kurt J. Sonnentag, Mayor, and Patricia A. Amble, City Clerk, of the City of Middleton, to me known to be the persons who executed the foregoing and acknowledged the same.



Lorie J Burns
Notary Public, State of Wisconsin Lorie J Burns
My Commission: 02-13-11

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 1st day of September, 2009, the above-named Don Hoffman, Town Chairperson, and Sherri Endres, Town Clerk, of the Town of Springfield,, to me known to be the persons who executed the foregoing and acknowledged the same.

Jan Barman
Notary Public, State of Wisconsin
My Commission: 8-14-11

**CITY OF MIDDLETON AND TOWN OF
SPRINGFIELD INTERGOVERNMENTAL
AGREEMENT**

**UNDER SECTION 66.0301, WISCONSIN
STATUTES**

Dated: March 25, 2004

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CITY OF MIDDLETON AND TOWN OF SPRINGFIELD

INTERGOVERNMENTAL AGREEMENT

UNDER SECTION 66.0301, WISCONSIN STATUTES

The **CITY OF MIDDLETON**, a Wisconsin municipal corporation with offices at 7426 Hubbard Avenue, Middleton, Wisconsin 53562 (hereinafter "**City**"), and the **TOWN OF SPRINGFIELD**, a Wisconsin municipality with offices at 6157 County Highway P, Dane, Wisconsin 53529 (hereinafter "**Town**"), enter into this Intergovernmental Agreement, hereinafter "Agreement", under authority of Section 66.0301, Wisconsin Statutes.

WHEREAS, Section 66.0301, Wisconsin Statutes, authorizes municipalities to jointly exercise powers delegated to them and, thereby, to make certain agreements concerning the boundary lines between themselves; and,

WHEREAS, the City and the Town desire to enter into a formal structure to define and make predictable the following matters

(a) That specified boundary line changes shall occur during the planning period and the approximate dates by which such changes shall occur.

(b) That specified boundary line changes may occur during the planning period and the approximate dates by which the changes may occur.

(c) That required boundary line change under par. (a) or an optional boundary line change under par. (b) shall be subject to the occurrence of conditions set forth in the plan.

(d) That specified boundary lines may not be changed during the planning period.

The Agreement between the City and the Town is organized around all of the options above; and,

WHEREAS, on June 23, 2003, the City and the Town Plan Commissions entered into a preliminary framework for an agreement under authority of Section 66.0301, Wisconsin Statutes, to provide the basic foundation for this Agreement. The preliminary framework of June 23, 2003 is attached hereto as Exhibit 1; and,

WHEREAS,

The City and Town share a common border on the City's north side and the Town's south side.

The City and Town have joint concerns regarding their border, including consideration of the possibility of litigation over annexations from the Town to the City.

The City's long-term growth and development plans envision continued northward development in a logical and well-planned fashion.

The Town desires to protect, indefinitely, the integrity of its territory north and west of a given line.

The City desires that all other development shall occur in the City, served by all City municipal services and in compliance with all applicable City development standards.

The City and the Town desire, during the term of this Agreement, to prevent new development of the lands within the planning area covered by this Agreement which lie outside the identified development zone, and to assure that all development which may ultimately become part of the City occur in a manner which is compatible with City development standards;

The City desires that owners of lands in the Town not receive a windfall in the form of City improvements, but rather pay a fair share for improvements that benefit lands in the Town.

The Town desires to protect the financial interests of the Town and its citizens as the City grows by arranging favorable terms with respect to taxes, payment for improvements, and revenue sharing.

The City and Town both desire that provisions be made for the timing and location of future urban development so that the eventual City-Town border is well-planned, with compatible development on both sides.

To attain the objectives of both the City and Town and to provide for mutual peace and cooperation beneficial to citizens in both communities, the City and Town entered into the preliminary framework of June 28, 2003.

and,

WHEREAS, the City and Town have entered into the said preliminary framework for the purposes of establishing a long-term boundary, limiting the City's extraterritorial land subdivision review, official mapping and annexation north of the boundary line, assuring orderly growth and development to City standards with the full range of municipal services east of the boundary line, protecting town owners outside the defined growth areas from annexations against their will, facilitating annexation of other lands at the will of the owners without threat of lawsuits and to implement that long-term boundary; and

WHEREAS, this Agreement between the City and Town is intended to implement the preliminary framework to enable the parties to determine their respective boundaries and to guide and accomplish a coordinated, well-planned and harmonious development of the territory covered by the Plan; and

WHEREAS, this Agreement does not adversely affect the exercise of Dane County zoning, land subdivision review and general powers of Dane County in areas of the Town which are not subject to the Agreement; and

WHEREAS, this Agreement was developed following a review of regional, county and Comprehensive Plans and a public review process; and from comments received; and

WHEREAS, it is the intention of the City and Town that this Agreement be a binding and enforceable contract.

WITNESSETH:

The City of Middleton and Town of Springfield enter into this Agreement under authority of Section 66.0301, Wisconsin Statutes, as set forth below:

**SECTION 1
PARTICIPATING MUNICIPALITIES**

This Agreement applies to the City of Middleton and Town of Springfield, located in Dane County, in south central Wisconsin, which respective boundaries are shown on Exhibit 2.

**SECTION 2
CONTACT PERSON**

The following persons and their successors are authorized to speak for their respective municipalities regarding this Agreement: For the City of Middleton: Eileen Kelly, Middleton City Hall, 7426 Hubbard Avenue, Middleton, Wisconsin 53562, 608-827-1050 FAX (608) 827-1057; For the Town of Springfield: Sherri Endres, Town Clerk/Treasurer, 6157 County Highway P, Dane, WI 53529, 608-849-7887, fax, 608-849-6187.

**SECTION 3
TERRITORY SUBJECT TO THE AGREEMENT**

The territory subject to this Agreement is Sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35 and 36 of the Town of Springfield, Dane County, which are sections of the public land survey of the State of Wisconsin lying in Town 8 North, Range 8 East. This Agreement does not limit the authority or discretion of either party to take actions outside of the territory subject to this Agreement.

SECTION 4 ISSUES, PROBLEMS, OPPORTUNITIES

The City and the Town adopt this Agreement in response to a number of issues which have arisen. Dane County enjoys one of the fastest growth rates of any county in the United States. Further, growth pressure on the Town of Springfield will increase as the result of the reconstruction of U.S. Highway 12 through the Town. The Town and City wish to adopt policies designed to respond to these growth pressures in an attempt to manage the growth so that it proves to be a benefit to the community rather than a detriment. This Agreement will address issues and problems and create opportunities as noted in the subsections below:

4.01 Maintain Positive Relationships Between The City and Town Through Defining Boundaries.

The Town of Springfield and City of Middleton have enjoyed a good relationship without the hostility present in many relationships between cities and adjacent towns. These two municipalities share at least parts of a fire and EMS district, and school district. They share a common business and social community and desire to maintain and build those ties. The Town and the City believe that entering into a Agreement will create certainty as to the future relationship between the communities and avoid animosity which otherwise might diminish the good relationship they enjoy.

4.02 Assure Orderly and Economic Development of City and Town Within the Planning Area.

The Town does not believe it is economical for the Town to attempt to provide a full range of urban services to high-density urban development. The Town and City agree that the predominant share of population growth in this part of Dane County can best be accommodated in higher density residential subdivisions served by urban services such as sewer and water. Therefore, the City and Town agree that all defined development within the lands known as Area A shall occur within the City, in compliance with applicable City development standards and requirements, and served by a full range of municipal services provided by the City.

Capital infrastructure improvements typically require a planning, design and construction timeline of several years in length. This Agreement will enable the City confidently to plan and design for the ultimate extension of public infrastructure improvements into all of Area A, which will eventually become attached to and develop in the City. The timely extension of such public infrastructure and the orderly phasing of urban growth and development will be greatly enhanced by the Plan.

4.03 Promote Preservation Of Prime Farmland And Resources

The Town and the City agree that the farmland located in the Town is an irreplaceable resource which provides food and fiber for basic maintenance of the economy. Market forces, unguided by land use planning, may impinge on the viability of farming by introducing incompatible residential and commercial uses in the vicinity of farm operations. Further, inappropriate residential growth may cause the value of farmland to increase to the point where farmers make an economic decision to abandon farming, which causes the withdrawal of valuable land from production. The Town and the City expressly intend to use this Agreement to prevent annexation and development pressure from leading to excessive and unnecessary conversion of farmland to other uses.

4.04 Establish A Mechanism for Joint Planning.

Land uses in the Town and the City have, historically, often resulted from decisions and actions of other entities, public and private. As a result, both the Town and the City have often reacted to forces driving land use decisions rather than anticipating and influencing those forces. Further, the Town and City officials have met only infrequently. This Plan allows the Town and the City to jointly plan for environmental corridors within the areas which are subject to this Agreement. If requested by Town resolution under this Plan, the City and Town shall cooperate to establish joint zoning regulations in the extraterritorial area of the Town. This Plan provides for joint planning and cooperation in the management and control of storm water. The City and Town also believe that this Plan itself provides a mutually beneficial framework for joint discussion and planning; and that it will lead to a reduction in adversarial tension and promote intergovernmental cooperation, planning and problem solving, for more efficient delivery of municipal services.

4.05 Orderly Urban Growth.

Without provision of urban services of municipal sewer and water, new development in the Town within the Boundary Adjustment Area could result in a patchwork of non-compact Town and "leap-frog" City growth. The Town agrees to prohibit or restrict urban development in the Boundary Adjustment Area and to permit this Area to be attached to and developed to City standards served by the full range of City municipal services and facilities. The Town will be better able to focus upon planning for and serving the lower density areas outside the boundary line; and City development of the Boundary Adjustment Area will promote a more uniformly compact, economical and orderly urban development under a single local jurisdiction.

4.06 Provide A Full Range of Urban Services Available to Areas of Town Annexed to City.

Municipal sewer and water, storm water and transportation infrastructure will be timely constructed by the City to serve new urban development within the Boundary Adjustment Area. These facilities will enhance public health through protection of ground and surface waters, and enhance public safety through availability of sufficient fire suppression water flows and adequate transportation systems. These public health and safety amenities will enhance the quality of life for both Town and City properties within the Area.

SECTION 5 BOUNDARY ADJUSTMENT AREA OF TOWN

The area of the Town subject to boundary adjustments over the term of this Agreement and reserved for City growth (hereinafter "Boundary Adjustment Area"), subject to possible future modification in accordance with this Plan, is located in the Town of Springfield, Dane County, Wisconsin [T8N, R8E], with the following defined areas:

5.01 Area A: The area denoted on the attached Exhibit 2 as Area A, which consists of Section 36 of the Town, and specified portions of Section 35.

5.02 Area B: The area denoted on the attached Exhibit 2 as Area B, which consists of land lying in sections 32, 33, 34 and 35.

5.03 Area C: The area denoted on the attached Exhibit 2 as Area C, which consists of land lying in sections 25, 26 and 35.

5.04 Extraterritorial Jurisdiction: Certain portions of the Town lie within the Extraterritorial Jurisdiction of the City but outside of Area A, B or C. These lands are depicted on the attached Exhibit 1 and lie within the area bounded by the red dotted line. These lands include part of sections 13, 14, 15, 20, 21 and 22, and all of section 23, 24, 25, 26, 27, 28, and 29. [Sections 32, 33, 34, 35 and 36 are also within the Extraterritorial Jurisdiction of the City, but are treated separately in this Agreement].

SECTION 6 DEFINITIONS

For the purposes of this Agreement:

- (a) "Area A" means the area of the Town described in section 5.01.
- (b) "Area B" means the area of the Town described in section 5.02.
- (c) "Area C" means the area of the Town described in section 5.03.
- (d) "Extraterritorial Jurisdiction" means the area of the Town described in section 5.04

(e) "Develop" or "development", refers to division of land, or construction of more than one principal structure on a parcel of land, or rezoning a parcel from a residential or agricultural classification to a more intense residential classification or a non-residential classification. Use or division of land by the Town or City for governmental purposes does not constitute development.

(f) "Exhibits" referred to in this Agreement are attached to the Plan and incorporated as part of the Plan.

SECTION 7 CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS OF THE TERRITORY INCLUDED IN THE AGREEMENT

7.01 Territory Subject. The territory subject to this Agreement is Sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35 and 36 of the Town of Springfield, Dane County, which are sections of the public land survey of the State of Wisconsin lying in Town 8 North, Range 8 East.

7.02 Current Land Use Plans. Certain of the lands included in the boundary adjustment area are included in adopted City neighborhood development plans. These neighborhood development plans include a description of existing conditions within each of these planned neighborhoods at the time the neighborhood development plans were prepared. The existing conditions section of these plans provides a narrative summary of existing land uses, zoning, topography and natural features, stormwater drainage, and site analyses. Each of the neighborhood development plans include a series of maps summarizing existing conditions and growth and development problems and opportunities.

The land use plans covering the boundary adjustment area include:

1. The Town of Springfield's Comprehensive Plan.
2. The City's Northwest Quadrant Plan
3. The City's Comprehensive Plan

The adopted land use plans guide the City's growth and development and extension of urban services within each of the neighborhoods.

The City has undertaken studies leading to adoption of a Northwest Quadrant plan. The studies prepared for the plan contain useful background information on conditions which existed within the boundary adjustment area, and the growth and development policy recommendations applicable to this area.

In addition to the City of Middleton adopted plans, the Town of Springfield has prepared a Comprehensive Plan, adopted in May, 2002. This plan provides a general description of the physiographic conditions within the Town of

Springfield, a demographic profile, household characteristics, population projections and a summary of existing and proposed land uses.

In 2002, the Dane County Regional Planning Commission published a report based on the 2000 Decennial Census and the results of a 2000 Land Use Inventory for the County. This report entitled Dane County and Community Data 1970-2000, provides updated data on the socio-economic characteristics of both the Town of Springfield and the City of Middleton and a land use inventory for both communities.

SECTION 8 PROVISIONS FOR LAND USES AND DELINEATION OF THE BOUNDARIES BETWEEN THE TOWN AND THE CITY

8.01 Restrictions. The following conditions and restrictions shall govern the use of land and the actions of the Town and the City in the respective Areas, as herein described. These Agreements pertain to certain decisions or reviews concerning rezonings, conditional use permits, subdivision plats, certified survey maps and any other land use regulation, which are known in this section as “Development Proposals.”

8.02 Area A. Area A is designated as the primary growth area of the City in the Town for the term of this Agreement. This area shall be regulated by the Town in a fashion which will avoid conflicts with future urban development. Specific limitations imposed under this Agreement are:

(a). The Town shall review Development Proposals consistently with the policies of the A-1 Exclusive Agricultural Preservation District, sec. 10.123, Dane County Code of Ordinances, and with Exhibit 2 to this Agreement. The Town concludes that because full urban development of Area A is likely to occur within the term of this Agreement, there is no need for construction of additional farm residences in Area A, and therefore, the Town agrees not to approve farm plans or other approvals which would authorize construction of additional residences in Area A, except for residences for immediate family members of the farm owner who are involved in the farm operation.

(b). As the City contemplates development of portions or all of Area A, the City agrees to consult with the Town and affected residents concerning said plans. The purpose of said consultations will be to assure that the Town and its residents are aware of the City’s planning and development efforts and can take those plans into consideration.

(c). The City contemplates that the growth planned for Area A will be predominantly residential uses, although commercial and low-impact or technological industries may be located along the U.S. 12 corridor.

(d) The City and Town agree to require the recording of a perpetual deed restriction over all lots in new residential subdivision plats or certified survey maps within Area A, with such deed restriction reading as follows:

NOTE: Through section 823.08 of the Wisconsin Statutes, the Wisconsin Legislature has adopted a right to farm law. This statute limits the remedies of later established residential property to seek changes to pre-existing agricultural practices in the vicinity of residential property. Active agricultural operations are now taking place and may continue in the vicinity of the Plat of _____. These active agricultural operations may produce noises, odors, dust, machinery traffic, or other conditions during daytime and evening hours.

8.03 Area B, Long-Term Preservation Area. The Town and City agree that the land lying in Area B on the attached Exhibit 2 shall be a long-term community buffer area between them which shall be developed, if at all, only in accord with mutually defined acceptable uses.

(a). The area included in Area B is mapped for Agricultural Preservation pursuant to the Ag 1-Exclusive Agricultural Preservation District, sec. 10.123, Dane County Code of Ordinances. Beyond the restrictions embodied in that ordinance, the parties contemplate that lot splits and farm residences should lead to construction of new residential units only if done pursuant to a Development Proposals approved by the Town and the City which is consistent with the provisions of Exhibit 2 of this Agreement.

(b). The City agrees not to annex land nor to extend urban services to land located in Area B without the permission of the Town.

(c). The Town agrees not to object to the orderly development and expansion of Middleton Municipal Airport -- Morey Field.

8.04 Area C, Town/City Interest Area. The Town and the City agree that the land lying in Area C on the attached Exhibit 2 shall be an area in which full urban development may occur under the provisions of this Agreement (see sec. 16.01).

(a). Development in Area C shall be conducted with due regard for the protection of the Dorn Creek.

(b). The area included in Area C is mapped for Agricultural Preservation pursuant to the Ag 1-Exclusive Agricultural Preservation District, sec. 10.123, Dane County Code of Ordinances. Beyond the restrictions embodied in that ordinance, the parties agree that lot splits and farm residences should lead to construction of new residential units only if done pursuant to a Development Proposal approved by the Town and the City which is consistent with the provisions of Exhibit 2 of this Agreement.

(c). The City agrees not to annex land nor to extend urban services to land located in Area C until seventy five percent (75 %) of the developable land in Area A has been platted, unless permitted by the Town.

(d). The Town and City contemplate that Area C will become a growth area for the City for residential and commercial development after the platting of seventy five percent (75%) of the developable land in Area A. Current demographic information, trends and circumstances make it appear likely that Area C will not be developed for approximately twenty years. Property owners in Area C should make land use and development decisions in contemplation of the ultimate urban development of Area C. Therefore, new agricultural uses (which shall not include existing agricultural operations) shall not be located in Area C. No factory farming requiring a permit from the Department of Natural Resources or the Department of Agriculture, Trade and Consumer Protection may be located in Area C.

8.05 Extraterritorial Jurisdiction. The Extraterritorial Jurisdiction shall be an area of joint concern. In the Extraterritorial Jurisdiction area, the following restrictions and limitations shall apply.

(a). The Town shall follow its adopted Land Use Plan in approving proposed zoning changes, condition use permits and land divisions. The Town may amend its land use plan if the amendments are consistent with this Agreement and the policies contained herein.

(b). The City shall follow the land uses identified in Exhibit 2 of this Agreement, and shall not object to land divisions or rezonings adopted by the Town which are consistent with the plan as identified in Exhibit 2 of this Agreement.

8.06 Annexation and Maintenance of Roads. If the City annexes land which includes road right-of-way, but the area annexed is only part of the road, the City shall negotiate, prepare and execute an Agreement specifying the responsibilities for maintenance of the roads in a fashion which minimizes the inefficiency which otherwise might result from split responsibility for a length of roadway.

8.07 Dane County Actions. The parties recognize that Dane County has certain authority in land use planning and regulation which neither party can control. However, each party agrees to oppose actively any decisions or actions by Dane County which are inconsistent with the provisions of this Agreement.

SECTION 9 EXTRATERRITORIAL AUTHORITY OF THE CITY

The City has been granted certain authority to adopt zoning ordinances applying lands within three miles outside of its corporate limits by sec. 62.23 (7a), Wis. Stats. The City may engage in comprehensive planning, official mapping, or other land use planning within that area. Further, the City has the power to review proposed land divisions within that three-mile area by sec. 236.02(5) and 236.10 (1)(b), Wis. Stats. In order to further the cooperative purposes of this Agreement and provide for orderly and efficient development of land, the City agrees as follows:

9.01 The City shall not exercise its extraterritorial authority over any land lying in sections 19, 30 or 31 of the Town unless requested by the Town.

9.02 The area of the City's extraterritorial jurisdiction shall not be computed using the boundaries of the City of Middleton Metropolitan Community Park, until and unless that Park becomes contiguous to the remainder of the City.

9.03 With respect to the areas denoted in section 9.01, the Town agrees that it shall, before giving preliminary approval to any preliminary plat in such area, require the plat's proponent to submit the proposed for review by the City's planning and engineering staff to receive the City staff's comments on stormwater, traffic and groundwater impacts of the proposed subdivision.

SECTION 10 TAXES AND REVENUE SHARING UPON ANNEXATION

10.01 Whenever a property zoned A-1 Agricultural (Exclusive) is annexed to the City from the Town, the City shall provide revenue sharing to the Town under the terms of an agreement executed with respect to each annexed area. Such revenue sharing agreements shall be in the form of the exemplar agreement which is attached as Exhibit 3.

10.02 Notwithstanding Section 74.48(2), Wis. Stats., the City may subtract and retain the prorated reasonable administrative costs of collection from any agricultural use-value penalty amount paid to the Town.

SECTION 11 NEW AND AMENDED CITY AND TOWN PLANS

11.01 City and Town agree to amend their respective Comprehensive Plans to be consistent with the terms of this Agreement. The formulation and preparation of such amended Comprehensive Plans shall be had pursuant to the procedures herein.

11.02 Within Area A on Exhibit 1, the City agrees to actively consult with Town and residents of Area A before City adoption of detailed City neighborhood development plans or "quadrant" plans affecting Area A.

11.03 The City agrees that its plans will show future development of Area A as a predominantly residential neighborhood, except that lands near Highway 12 may be planned for low-impact, high-technology businesses.

11.04 The City and Town agree not to subsequently amend or update their Comprehensive Plans affecting lands within Areas A, B or C on Exhibit 1, unless the other party agrees to that amendment or update in writing. Such mutually agreeable Comprehensive Plan amendments shall automatically constitute amendments to Exhibit 2 without further action by the City or Town.

11.05 The Town and City agree not to amend their Comprehensive Plans affecting lands in all other parts of City's extraterritorial jurisdiction (outside of Areas A, B, or C) unless the other party agrees.

SECTION 12 STORMWATER MANAGEMENT IN UPPER PHEASANT BRANCH CREEK SUB-WATERSHED

The water resources represented by the basin of the Upper Pheasant Branch Creek in the Town and the City is of substantial importance to both communities as a source of groundwater recharge, a recreational and physical asset, and in surface water management. Protection and effective management of this resource is complicated by the fact that the Creek and its watershed lies in both jurisdictions, and hence, requires cooperative efforts to assure effective resources management programming.

Based on the importance of stormwater management, erosion control, and infiltration in this watershed, as depicted on Exhibit 2, City and Town agree to:

12.01 Work with the local office of the U.S. Geological Survey (USGS) to incorporate Best Management Practices for stormwater management into City and county ordinances and into the review of development proposals, including but not limited to measures to enhance infiltration and water quality.

12.02 Require stormwater management plans for all development proposals in this sub-watershed that meet the thresholds in Section 14.46 of the Dane County Erosion Control and Stormwater Management Ordinance, including on-site stormwater detention in such plans where appropriate.

12.03 Work with the USGS, the City of Middleton Water Resources Management Commission, and other interested entities to identify, officially map, acquire title or development rights, and/or preserve and restore areas that would provide particular infiltration and water quality benefits in this sub-watershed.

SECTION 13 NATURAL/RECREATION CORRIDOR CONCEPT

The City and Town agree in concept to the permanent preservation of an undeveloped green space corridor and a related possible trail extending west from Metropolitan Community Park along the Dorn Creek, as depicted in Exhibit 2, and agree to jointly commence more detailed planning to determine the exact character, extent, methods of protection, trail possibilities, timing, and other aspects of that green space corridor.

**SECTION 14
POSITION ON DANE COUNTY FARMLAND INITIATIVE**

City and Town agree to generally support Dane County's program to purchase development rights from willing property owners in the Highway 12 area. City and Town agree to oppose specific development rights purchase proposals under that program if within Areas A or C, or if otherwise contrary to the terms of this Agreement.

**SECTION 15
TERM OF THE PLAN AND BOUNDARY ADJUSTMENT PERIOD AND
DISCUSSIONS FOR SUCCESSOR**

15.01 The term of this Agreement shall commence upon the date of its approval by the parties and shall terminate at 11:59 p.m. on the twentieth (20th) anniversary of said approval.

15.02 The City and the Town agree that they shall, not less than five (5) years prior to the expiration of this Agreement, commence discussions for a successor boundary Agreement and Agreement which shall address land uses and other issues of joint concern under the circumstances then existing between the communities.

**SECTION 16
BOUNDARY ADJUSTMENT AREA AS LONG-TERM BOUNDARY
BETWEEN CITY OF MIDDLETON AND TOWN OF SPRINGFIELD**

16.01 Long Term Boundary. The limits of the City bordering the Town, as expanded during the term of this Agreement through the annexation and development of Area A, shall constitute the long-term boundary between the City and Town. The City, as provided in Section 8.02 of this Agreement, may annex areas within Area A and, if in conformity with the terms of Sections 8.04(c) and (d) of this Agreement, may also annex areas within Area C. The City will not annex during the term of this Agreement, and hereby waives its right to annex portions of the Town outside Areas A or C, except with the approval of the Town Board.

SECTION 17

NO CHALLENGES TO THIS AGREEMENT; REMEDIES

17.01 Challenge to Agreement.

(a) Both the City and Town waive any and all rights each may have to commence or maintain any civil action or other proceeding to contest, invalidate or otherwise challenge this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Agreement or any of the actions required or contemplated by this Agreement.

(b) In the event of a court action by a third party challenging the validity or enforceability of the Agreement or any of its provisions, both the City and Town shall fully cooperate to vigorously defend the Agreement.

1. If only the City or the Town is named as a party to the action the other shall seek to intervene and the named party shall support such intervention.

2. No settlement of such an action shall be permitted without the approval of the governing bodies of both the City and Town.

3. The cost to defend the Agreement shall be shared equally.

(c) A challenge to the Agreement by one of the Parties or a failure to vigorously defend the Agreement constitutes a breach of the Agreement.

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

(a) Either the City or Town may seek specific performance of this Agreement in addition to any other remedies available at law or in equity.

(b) The breaching municipality shall pay the other's attorney fees reasonably incurred in seeking remedies for the breach.

(c) If the breach involves development or an annexation or a challenge to an annexation, all taxes, assessments and other revenues realized by the breaching municipality from the subject property during the remaining term of the Agreement shall be paid to the other municipality to the extent of its mill rate for the relevant time periods. Utilities, special assessments and other non-general taxes shall not be affected.

(d) To the extent necessary, the parties shall jointly retain counsel to represent their interests in this matter.

17.03 Mediation. In the event that the parties are unable to resolve a dispute as to the meaning or application of this Agreement, or either party believes there has been a breach by the other party, the parties shall participate in mediation of

the dispute. The mediator shall be an impartial individual chosen jointly by the parties. The parties shall attempt in good faith to avoid the need for litigation of disputes through mediation. This paragraph, however, does not preclude either party from instituting litigation if necessary in the opinion of the party for the protection of the party's interests.

SECTION 18 AMENDMENT

This Agreement may be amended by the approval of a written amendment by the parties.

SECTION 19 GOOD FAITH AND FAIR DEALING

The City and the Town hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

SECTION 20 INVALID OR INEFFECTIVE ORDINANCE

In the event that any Ordinance, including but not limited to annexation and zoning Ordinances, which parties are required or entitled to enact and/or enforce by this Agreement is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the City and Town shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The Town and City shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Agreement. If necessary, they shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Agreement. In the event they are not able to reach Agreement in such situation, either the City or Town may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial mediator, to be mutually selected during such thirty (30) day period, for mediation as provided in subsection 17.03 of this Agreement.

SECTION 21 IMPLEMENTATION

Town and City shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Agreement.

SECTION 22 MISCELLANEOUS INTERPRETATION

22.01 References. Any references in this Agreement to any particular agency, organization or officials shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

22.02 Section Titles. Section and subsection titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

22.03 Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.

22.04 Interpretation. If any term, section or other portion of this Agreement is reviewed by a court or other judicial or *quasi*-judicial entity, such entity shall treat this Agreement as having been jointly drafted by both the City and Town. By the terms of this Agreement, neither municipal party shall benefit from not having drafted this document.

22.05 Entire Agreement. The entire Agreement of the City and Town is contained in this Agreement and it supercedes any and all oral representations and negotiations between the municipalities, and supercedes and replaces that certain Intergovernmental Agreement of June 23, 2003.

SECTION 23 NON-DISCRIMINATION

In the performance of the services under this Agreement, the City and Town agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin, ancestry, income level, source of income, arrest record, conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The City and Town further agree not to discriminate against any subcontractor or person who offers to subcontract on this Plan because of race, religion, color, age, disability, sex or national origin.

SECTION 24 NOTICES

All notices required by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the section(s), subsection(s), paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the municipality receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Clerk by certified mail, return receipt requested (or equivalent

private delivery service). Each notice to Town shall be addressed as follows: Town Clerk, 6157 CTH P, Dane, WI 53529. Each notice to the City shall be addressed as follows: City of Middleton Clerk, City Hall, 7426 Hubbard Avenue, Middleton, WI 53562. Each municipality may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Agreement, by written notice to the other pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

IN WITNESS WHEREOF, the City and Town certify that this Agreement has been duly approved by their respective governing bodies in accordance with State and local laws, rules and regulations, and each has caused their duly authorized officers to execute this Agreement on the dates written before their respective signatures.

THE CITY OF MIDDLETON
a Wisconsin Municipal Corporation

Date:
By: _____
Douglas Zwank, Mayor

Date:
By: _____
Timothy Studer, City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2004, Douglas Zwank, Mayor, and Timothy Studer, City Clerk, of the **CITY OF MIDDLETON, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

Notary Public, Dane County WI
My Commission

TOWN OF SPRINGFIELD
a Wisconsin Municipality

Date:

By: _____
James Ripp, Town Chairperson

Date: _____
By: _____
Sherri Endres, Town Administrator/Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2004, James Ripp, Town Chairperson, and Sherri Endres, Town Administrator/Clerk, of the **TOWN OF SPRINGFIELD**, Dane, Wisconsin, a Wisconsin municipality, to me known to be such Administrator and Town Administrator/Clerk of said municipality, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said municipality, by its authority.

Notary Public, Dane County WI
My Commission

This instrument was drafted by:
Mark Hazelbaker
Attorney At Law
State Bar No. 1010302

PRELIMINARY PLAT of ZIEGLER FARM

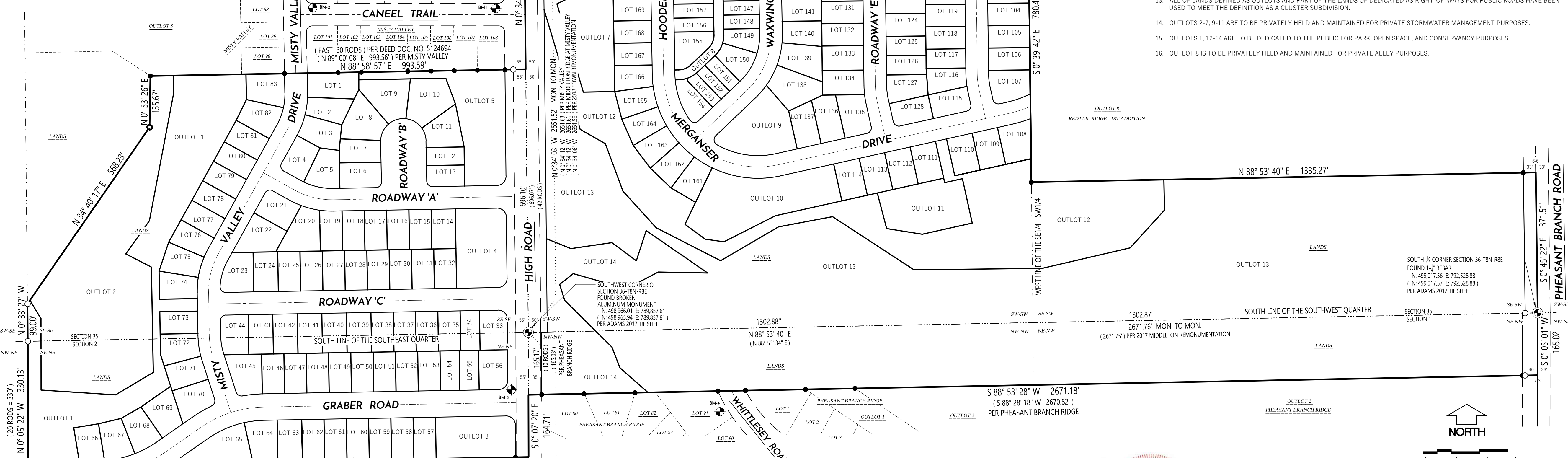
UNPLATTED LANDS, BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1 TOWNSHIP 7 NORTH, RANGE 8 EAST, PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 TOWNSHIP 7 NORTH, RANGE 8 EAST, PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35 TOWNSHIP 8 NORTH, RANGE 8 EAST, PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36 TOWN 08 NORTH, RANGE 8 EAST, ALL LOCATED IN THE CITY OF MIDDLETON, DANE COUNTY, WISCONSIN.

NOTES

- FIELD WORK PERFORMED BY WYSER ENGINEERING, LLC. ON THE WEEKS OF JUNE 17TH & 24TH, AND JULY 8TH, 15TH, & 22ND, 2024.
- NORTH REFERENCE FOR THIS ALTA/NSPS LAND TITLE SURVEY AND MAP ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, WISCONSIN DANE, NAD 83 (2011), GRID NORTH. THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 08 NORTH, RANGE 08 EAST, BEARS N 0° 34' 03" W.
- THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.
- WYSER ENGINEERING HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAN AN ACCURATE TITLE SEARCH MAY DISCLOSE.
- ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 - 2012b ADJUSTMENT (NAV88)(12b).
- SUBSURFACE UTILITIES AND FIXTURES SHOWN ON THIS MAP HAVE BEEN APPROXIMATED BY LOCATING SURFACE FEATURES AND ACCESSORIES, DIGGERS HOTLINE FIELD MARKINGS AND EXISTING MAPS AND RECORDS.
- CONTOUR INTERVAL IS 1 FOOT AND HAVE BEEN DETERMINED BY A COMBINATION OF FIELD DATA AND DANE COUNTY LIDAR DATA.
- ALL OF THE SUBJECT PARCEL LIES IN "ZONE X" AREAS DETERMINED TO BE BELOW THE 0.2% ANNUAL CHANCE FLOODPLAIN PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NO. 55025C0382D DATED SEPTEMBER 17, 2014, & MAP NO. 55025C0382G DATED JANUARY 2, 2009.
- CURRENT PARCEL ZONING IS RL, AT-5, AND A-1(EX). PROPOSED ZONING IS CO-L & R1 FOR THE ENTIRE PARCEL.
- ALL STREET RIGHT-OF-WAYS SHOWN WITHIN THE PLAT BOUNDARY ARE TO BE "DEDICATED TO THE PUBLIC".
- ALL OUTLOTS ARE TO BE PRIVATELY HELD AND MAINTAINED FOR OPEN SPACE PURPOSES AND EASEMENTS GIVEN TO THE PUBLIC FOR STORMWATER MANAGEMENT AND RECREATIONAL PURPOSES ACROSS THEM.
- THE SALE OR TRANSFER OF ALL PLATTED LOTS NOT WITHIN THE PHASE COVERED BY A SUBSEQUENT FINAL PLAT AND ASSOCIATED CITY/DEVELOPER AGREEMENT IS PROHIBITED.
- ALL OF LANDS DEFINED AS OUTLOTS AND PART OF THE LANDS OF DEDICATED AS RIGHT-OF-WAYS FOR PUBLIC ROADS HAVE BEEN USED TO MEET THE DEFINITION AS A CLUSTER SUBDIVISION.
- OUTLOTS 2-7, 9-11 ARE TO BE PRIVATELY HELD AND MAINTAINED FOR PRIVATE STORMWATER MANAGEMENT PURPOSES.
- OUTLOTS 1, 12-14 ARE TO BE DEDICATED TO THE PUBLIC FOR PARK, OPEN SPACE, AND CONSERVANCY PURPOSES.
- OUTLOT 8 IS TO BE PRIVATELY HELD AND MAINTAINED FOR PRIVATE ALLEY PURPOSES.

LEGEND

FOUND PLSS SECTION MONUMENT TYPE NOTED	PLAT BOUNDARY LINE
FOUND 3/4" REBAR	RIGHT-OF-WAY LINE
FOUND 1-1/4" REBAR	CENTERLINE
SECTION QUARTER LINE	SECTION QUARTER LINE
QUARTER/QUARTER LINE	EXISTING EASEMENT
SET 1-1/4" REBAR, 4.30 LB./FT.	PROPOSED EASEMENT
EXISTING SEPTIC VENT	ACCESS RESTRICTION
EXISTING SANITARY OR SEPTIC MANHOLE	SOIL TYPE BOUNDARY
EXISTING WATER VALVE	75' WETLAND BUILDING SETBACK
EXISTING FIRE HYDRANT	WL WL DELINEATED WETLAND
EXISTING WATER MANHOLE	EDGE OF WOODS / TREE LINE
EXISTING GAS VALVE	SHW SHW EXISTING SANITARY SEWER
EXISTING GAS TEST STATION	STM STM EXISTING STORM SEWER
EXISTING STORM MANHOLE	WAT WAT EXISTING WATER MAIN
EXISTING CATCH BASIN	OHE OHE EXISTING OVERHEAD ELECTRIC
EXISTING INLET	E EXISTING ELECTRIC
EXISTING UTILITY VAULT	COMM COMM EXISTING COMMUNICATION
EXISTING TRANSFORMER	EDGE OF PAVEMENT
EXISTING LIGHT POLE	EDGE OF GRAVEL
EXISTING UTILITY PEDESTAL	ASPHALT PAVEMENT
EXISTING UTILITY POLE	GRAVEL OR RIP RAP
VERTICAL BENCHMARK	950 CONTOUR MAJOR
RECORDED AS	950 CONTOUR MINOR
STRUCTURE INFORMATION	
R- RIM I- INVERT	



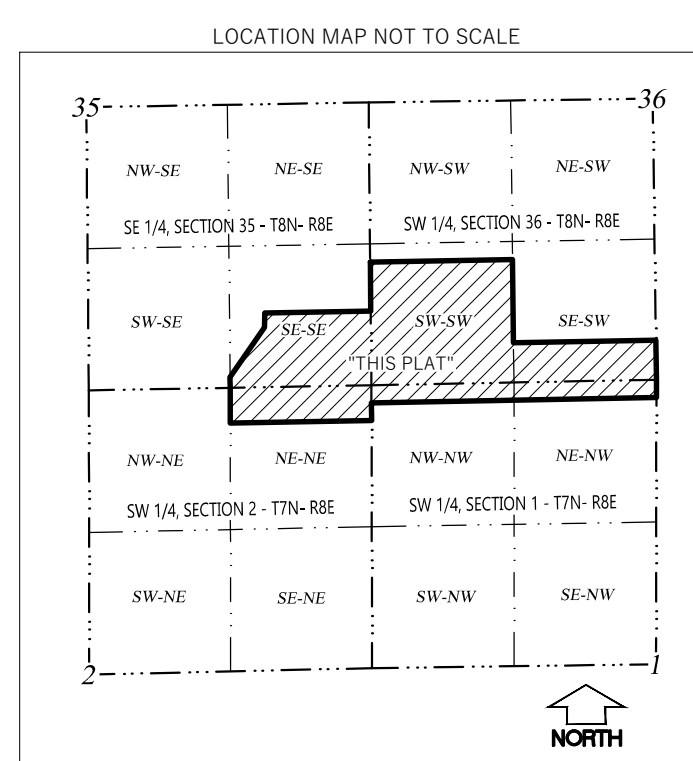
LEGAL DESCRIPTION AS SURVEYED

OVERALL PARCEL
UNPLATTED LANDS, BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1 TOWNSHIP 7 NORTH, RANGE 8 EAST, PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 TOWNSHIP 7 NORTH, RANGE 8 EAST, PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35 TOWNSHIP 8 NORTH, RANGE 8 EAST, PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND PART OF THE SOUTHWEST QUARTER OF SECTION 36 TOWN 08 NORTH, RANGE 8 EAST, LOCATED IN THE CITY OF MIDDLETON, DANE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF AFORESAID SECTION 36, THENCE, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SOUTH 00 DEGREES 34 MINUTES 03 SECONDS EAST, 1495.76 FEET TO A POINT ON THE WESTERLY EXTENSION OF A SOUTH LINE OF REDTAIL RIDGE, RECORDED IN VOLUME 61-0986B OF PLATS ON PAGES 571-575, AS DOCUMENT NO. 5928098; ALSO BEING THE POINT OF BEGINNING; THENCE, ALONG SAID EXTENSION AND THEN SAID SOUTH LINE, NORTH 89 DEGREES 03 MINUTES 24 SECONDS EAST, 1333.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 36, AND A CORNER OF OUTLOT 8, OF REDTAIL RIDGE - 1ST ADDITION, RECORDED IN VOLUME 62-014A OF PLATS ON PAGES 71-73 AS DOCUMENT NO. 5979033; THENCE, ALONG SAID WEST LINE AND A WEST LINE OF SAID OUTLOT 8, SOUTH 00 DEGREES 39 MINUTES 42 SECONDS EAST, 780.45 FEET TO A SOUTHWEST CORNER OF SAID OUTLOT 8; THENCE, ALONG A SOUTH LINE OF SAID OUTLOT 8, NORTH 88 DEGREES 53 MINUTES 40 SECONDS EAST, 1335.27 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 36; THENCE, ALONG SAID EAST LINE, SOUTH 00 DEGREES, 45 MINUTES, 22 SECONDS EAST, 371.51 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF AFORESAID SECTION 1, SOUTH 00 DEGREES 05 MINUTES 01 SECONDS WEST, 155.02 FEET, TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF PHEASANT BRANCH RIDGE, RECORDED IN VOLUME 57-088B OF PLATS ON PAGES 341-343 AS DOCUMENT NO. 2920713; THENCE, ALONG SAID EXTENSION AND THEN SAID NORTH LINE, SOUTH 88 DEGREES 53 MINUTES 28 SECONDS WEST, 2671.18 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 2; THENCE, ALONG SAID EAST LINE, SOUTH 00 DEGREES 07 MINUTES 20 SECONDS EAST, 164.71 FEET TO A POINT ON THE EASTERLY EXTENSION OF SPRING HILL ESTATES, RECORDED IN VOLUME 56-148 ON PAGES 36-37, AS DOCUMENT NO. 1981249; THENCE, ALONG SAID EXTENSION AND THEN SAID NORTH LINE, SOUTH 88 DEGREES 58 MINUTES 14 SECONDS WEST, 1325.30 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2 AND THE NORTHWEST CORNER OF SAID SPRING HILL ESTATES; THENCE, ALONG SAID WEST LINE, NORTH 00 DEGREES 05 MINUTES 22 SECONDS WEST, 330.13 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 35; THENCE, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, NORTH 00 DEGREES 33 MINUTES 27 SECONDS WEST, 99.00 FEET; THENCE, NORTH 34 DEGREES 40 MINUTES 17 SECONDS EAST, 568.23 FEET; THENCE, NORTH 00 DEGREES 53 MINUTES 26 SECONDS EAST, 135.67 FEET TO A POINT ON THE SOUTH LINE OF MISTY VALLEY, RECORDED IN VOLUME 59-040B OF PLATS ON PAGES 198-201 AS DOCUMENT NO. 4360973; THENCE, ALONG THE SOUTH LINE OF SAID MISTY VALLEY, NORTH 88 DEGREES 58 MINUTES 57 SECONDS EAST, 993.59 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 35; THENCE, ALONG SAID EAST LINE, NORTH 00 DEGREES 34 MINUTES 03 SECONDS WEST 459.65 FEET, BACK TO THE POINT OF BEGINNING.



NOTICE OF POSSIBLE LIMITATION OF PUBLIC SERVICES:
THIS PLAT CONTAINS PRIVATE STREETS, AND AS A RESULT, CERTAIN CITY SERVICES MAY BE LIMITED. THE EXTENT OF THESE LIMITATIONS IS SPELLED OUT IN A DOCUMENT CALLED A CITY/DEVELOPER AGREEMENT, WHICH IS DIRECTLY RELATED TO THIS PLAT AND IS FILED AS A PUBLIC DOCUMENT IN THE OFFICES OF BOTH THE MIDDLETON CITY CLERK AND THE DIRECTOR OF PUBLIC WORKS FOR THE CITY OF MIDDLETON.

BENCHMARK TABLE (ALL BENCHMARKS REFERENCED TO NAVD88 DATUM)		
BM LABEL	ELEVATION	DESCRIPTION
BM - 1	898.09	TAG BOLT OF HYDRANT AT CANEEL TRAIL AND HIGH ROAD
BM - 2	915.53	TAG BOLT OF HYDRANT AT CANEEL TRAIL AND MISTY VALLEY DRIVE
BM - 3	911.00	TAG BOLT OF HYDRANT ON HIGH ROAD AT PROPOSED INTERSECTION OF GRABER AND HIGH ROAD
BM - 4	892.86	TAG BOLT OF HYDRANT AT THE END OF WHITTLESEY ROAD
BM - 5	925.56	TAG BOLT OF HYDRANT AT THE END OF WAXWING WAY
BM - 6	932.21	TAG BOLT OF HYDRANT AT WAXWING WAY AND THRASHER STREET



WEST 1/4 CORNER SECTION 1-7N-R8E
FOUND 1-1/4" REBAR
N: 496314.43 E: 789863.26
(N: 496314.24 E: 789863.24)
PER ADAMS 2017 TIE SHEET

SAID PARCEL CONTAINS 3,716,520 SQUARE FEET OR 85.32 ACRES INCLUDING RIGHT-OF-WAY
SAID PARCEL CONTAINS 3,621,389 SQUARE FEET OR 83.14 ACRES EXCLUDING RIGHT-OF-WAY



SURVEYOR/ENGINEER/PLANNER:
WYSER ENGINEERING
312 EAST MAIN STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

SUBDIVIDER:
VH ACQUISITIONS, LLC
6801 SOUTH TOWN DRIVE
MADISON, WI 53715

OWNER:
LEONARD A. AND RUTH E. ZIEGLER LIVING TRUST
637 SPRUCE CIRCLE
VERONA, WI 53593

PRELIMINARY PLAT of ZIEGLER FARM

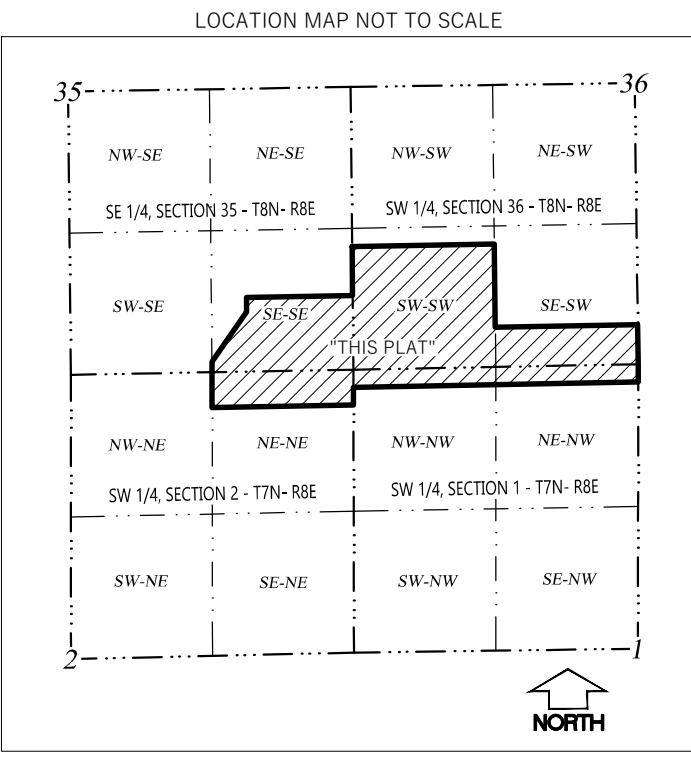
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0' 40' 80' 120'

MAP UNIT SYMBOL	MAP UNIT NAME
BbB	BATAVIA SILT LOAM, 2-6% SLOPES
BoD2	BOYER SANDY LOAM, 12-20% SLOPES
DnC2	DODGE SILT LOAM, 6-12% SLOPES
DnD2	DRESDEN LOAM, 12-20% SLOPES
DnE	DRESDEN SILT LOAM, 12-20% SLOPES
Hc	HOUGHTON MUCK
KeB	KEGONSA SILT LOAM, 2-6% SLOPES
MdD2	MCHENRY SILT LOAM, 12-20% SLOPES
Os	ORION SILT LOAM, WET
RnA	RADFORD SILT LOAM, 0-3% SLOPES
RnE	RODMAN SANDY LOAM, 12-30% SLOPES
S-C2	ST. CHARLES SILT LOAM, 6-12% SLOPES
TrB	TROXEL SILT LOAM, 0-3% SLOPES
W	WATER
Wa	WACOUSTA SILTY CLAY LOAM, 0-2% SLOPES

SOURCE OF MAP: NATIONAL RESOURCES CONSERVATION SERVICE; SOIL SURVEY MAPS OF DANE COUNTY, WISCONSIN



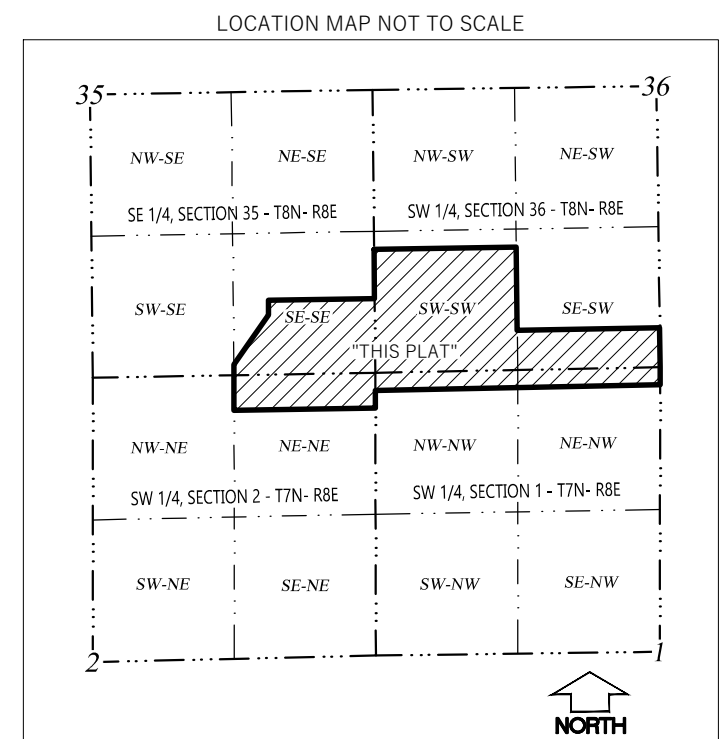
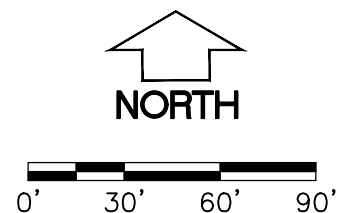
SURVEYOR/ENGINEER/PLANNER:
 WYSER ENGINEERING
 300 EAST FRONT STREET
 MOUNT HOREB, WI 53572
 www.wyserengineering.com

SUBDIVIDER:
 VH ACQUISITIONS, LLC
 6801 SOUTH TOWN DRIVE
 MADISON, WI 53715

OWNER:
 LEONARD A. AND RUTH E. ZIEGLER LIVING TRUST
 637 SPRUCE CIRCLE
 VERONA, WI 53593

PRELIMINARY PLAT of ZIEGLER FARM

UNPLATTED LANDS, BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1 TOWNSHIP 7 NORTH, RANGE 8 EAST, PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2 TOWNSHIP 7 NORTH, RANGE 8 EAST, PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35 TOWNSHIP 8 NORTH, RANGE 8 EAST, PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36 TOWNSHIP 8 NORTH, RANGE 8 EAST, ALL LOCATED IN THE CITY OF MIDDLETON, DANE COUNTY, WISCONSIN.



WYSER ENGINEERING
300 EAST FRONT STREET
MOUNT HOREB, WI 53512
www.wyserengineering.com

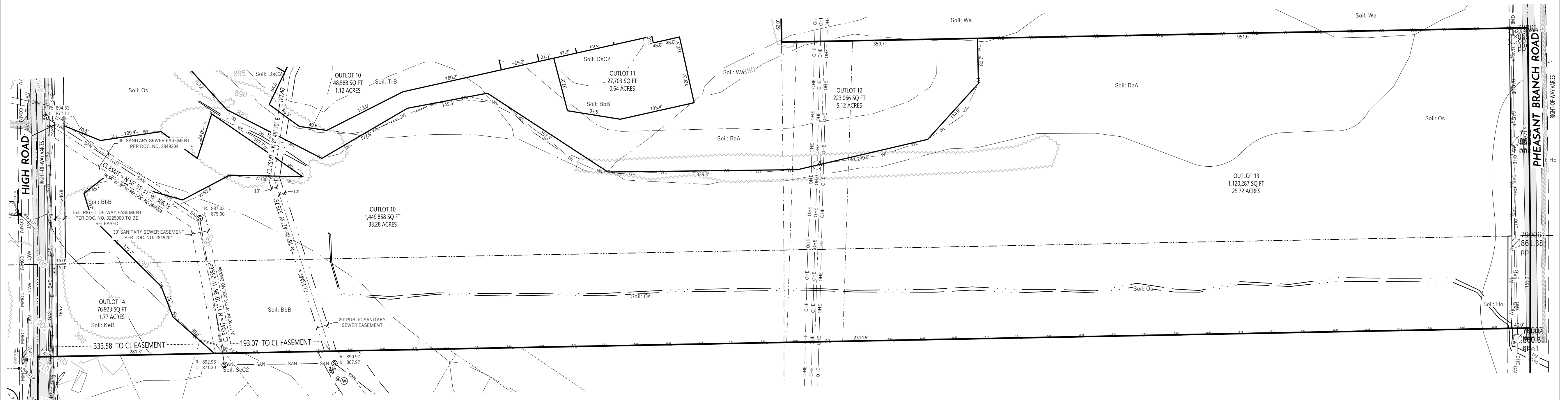
SURVEYOR/ENGINEER/PLANNER:

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6801 SOUTH TOWN DRIVE
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Parcel #	Area (sq.ft.)	Area (acre)
Lot 1	9,031	0.21
Lot 2	6,594	0.15
Lot 3	7,428	0.17
Lot 4	7,185	0.16
Lot 5	7,618	0.17
Lot 6	7,354	0.17
Lot 7	6,600	0.15
Lot 8	10,235	0.23
Lot 9	11,317	0.26
Lot 10	12,187	0.28
Lot 11	8,233	0.19
Lot 12	4,802	0.11
Lot 13	5,542	0.13
Lot 14	6,697	0.15
Lot 15	6,195	0.14
Lot 16	6,195	0.14
Lot 17	6,195	0.14
Lot 18	6,195	0.14
Lot 19	6,229	0.14
Lot 20	9,732	0.22
Lot 21	7,480	0.17
Lot 22	9,113	0.21
Lot 23	8,199	0.19
Lot 24	6,825	0.16
Lot 25	6,195	0.14
Lot 26	6,195	0.14
Lot 27	6,195	0.14
Lot 28	6,195	0.14
Lot 29	6,195	0.14
Lot 30	6,195	0.14

Parcel #	Area (sq.ft.)	Area (acre)
Lot 31	6,195	0.14
Lot 32	6,181	0.14
Lot 33	7,582	0.17
Lot 34	5,355	0.12
Lot 35	6,195	0.14
Lot 36	6,195	0.14
Lot 37	6,195	0.14
Lot 38	6,195	0.14
Lot 39	6,825	0.16
Lot 40	6,825	0.16
Lot 41	6,825	0.16
Lot 42	6,825	0.16
Lot 43	6,825	0.16
Lot 44	7,560	0.17
Lot 45	8,894	0.20
Lot 46	6,195	0.14
Lot 47	6,195	0.14
Lot 48	6,195	0.14
Lot 49	6,195	0.14
Lot 50	6,195	0.14
Lot 51	6,195	0.14
Lot 52	6,195	0.14
Lot 53	6,195	0.14
Lot 54	5,355	0.12
Lot 55	5,355	0.12
Lot 56	7,877	0.18
Lot 57	6,482	0.15
Lot 58	6,483	0.15
Lot 59	6,483	0.15
Lot 60	6,484	0.15

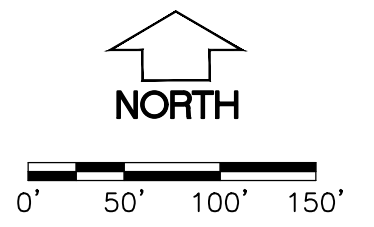
Parcel #	Area (sq.ft.)	Area (acre)
Lot 61	6,484	0.15
Lot 62	6,484	0.15
Lot 63	7,144	0.16
Lot 64	8,424	0.19
Lot 65	12,686	0.29
Lot 66	6,644	0.15
Lot 67	7,291	0.17
Lot 68	7,328	0.17
Lot 69	8,073	0.19
Lot 70	7,771	0.18
Lot 71	6,669	0.15
Lot 72	7,407	0.17
Lot 73	5,900	0.14
Lot 74	6,601	0.15
Lot 75	6,948	0.16
Lot 76	6,239	0.14
Lot 77	5,900	0.14
Lot 78	5,900	0.14
Lot 79	5,900	0.14
Lot 80	5,900	0.14
Lot 81	6,500	0.15
Lot 82	7,650	0.18
Lot 83	8,021	0.18
Lot 84	5,614	0.13
Lot 85	5,614	0.13
Lot 86	5,613	0.13
Lot 87	5,613	0.13
Lot 88	5,613	0.13
Lot 89	5,612	0.13
Lot 90	5,612	0.13

Parcel #	Area (sq.ft.)	Area (acre)
Lot 91	5,611	0.13
Lot 92	6,993	0.16
Lot 93	6,989	0.16
Lot 94	6,489	0.15
Lot 95	6,488	0.15
Lot 96	6,488	0.15
Lot 97	6,487	0.15
Lot 98	6,486	0.15
Lot 99	8,352	0.19
Lot 100	13,086	0.30
Lot 101	19,754	0.45
Lot 102	11,601	0.27
Lot 103	8,490	0.19
Lot 104	6,490	0.15
Lot 105	6,490	0.15
Lot 106	6,490	0.15
Lot 107	8,466	0.19
Lot 108	8,018	0.18
Lot 109	6,900	0.16
Lot 110	6,900	0.16
Lot 111	6,900	0.16
Lot 112	6,900	0.16
Lot 113	6,900	0.16
Lot 114	6,900	0.16
Lot 115	6,652	0.15
Lot 116	6,162	0.14
Lot 117	5,355	0.12
Lot 118	6,195	0.14
Lot 119	6,195	0.14
Lot 120	7,904	0.18

Parcel #	Area (sq.ft.)	Area (acre)
Lot 121	7,480	0.17
Lot 122	6,365	0.15
Lot 123	6,162	0.14
Lot 124	6,216	0.14
Lot 125	5,355	0.12
Lot 126	5,363	0.12
Lot 127	6,977	0.16
Lot 128	6,693	0.15
Lot 129	7,025	0.16
Lot 130	6,490	0.15
Lot 131	6,490	0.15
Lot 132	6,490	0.15
Lot 133	7,150	0.16
Lot 134	7,159	0.16
Lot 135	8,061	0.19
Lot 136	7,849	0.18
Lot 137	7,142	0.16
Lot 138	10,671	0.24
Lot 139	8,703	0.20
Lot 140	6,532	0.15
Lot 141	6,221	0.14
Lot 142	5,363	0.12
Lot 143	6,706	0.15
Lot 144	4,700	0.11
Lot 145	3,515	0.08
Lot 146	2,945	0.07
Lot 147	3,515	0.08
Lot 148	3,515	0.08
Lot 149	4,927	0.11
Lot 150	6,054	0.14

Parcel #	Area (sq.ft.)	Area (acre)
Lot 151	3,515	0.08
Lot 152	2,945	0.07
Lot 153	3,036	0.07
Lot 154	6,076	0.14
Lot 155	7,735	0.18
Lot 156	3,885	0.09
Lot 157	3,885	0.09
Lot 158	3,885	0.09
Lot 159	3,885	0.09
Lot 160	5,198	0.12
Lot 161	6,584	0.15
Lot 162	6,584	0.15
Lot 163	6,584	0.15
Lot 164	6,584	0.15
Lot 165	6,584	0.15
Lot 166	6,294	0.14
Lot 167	5,900	0.14
Lot 168	5,900	0.14
Lot 169	5,900	0.14
Lot 170	5,100	0.12
Lot 171	5,544	0.13
Lot 172	5,098	0.12
Lot 173	5,900	0.14

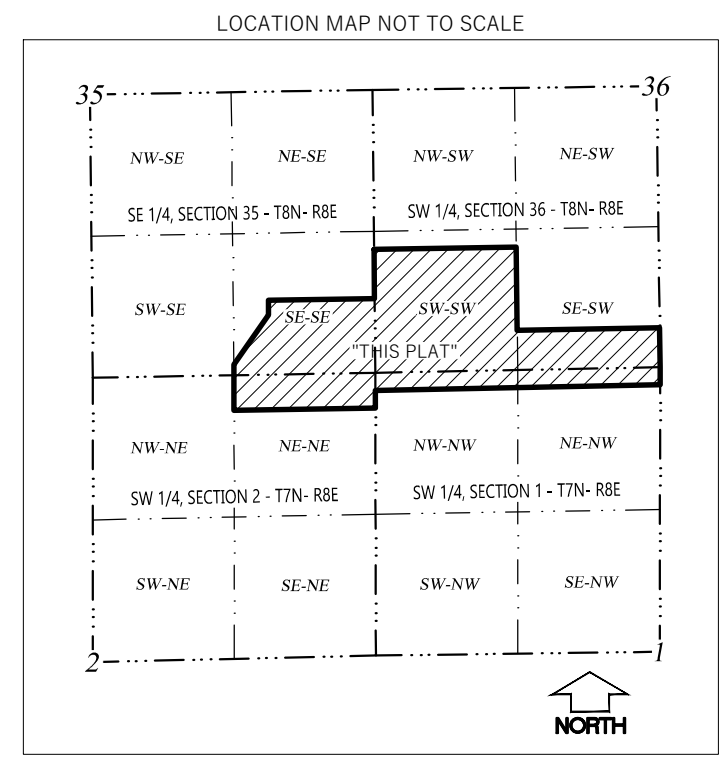
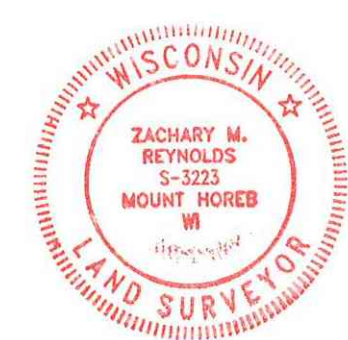
Parcel #	Area (sq.ft.)	Area (acre)
OUTLOT 1	127,688	2.93
OUTLOT 2	153,218	3.52
OUTLOT 3	22,980	0.53
OUTLOT 4	27,952	0.64
OUTLOT 5	42,687	0.98
OUTLOT 6	10,411	0.24
OUTLOT 7	29,582	0.68
OUTLOT 8	9,785	0.22
OUTLOT 9	24,391	0.56
OUTLOT 10	48,588	1.12
OUTLOT 11	27,703	0.64
OUTLOT 12	223,066	5.12
OUTLOT 13	1,120,287	25.72
OUTLOT 14	76,923	1.77



SURVEYORS CERTIFICATE
 I, ZACHARY M. REYNOLDS, WISCONSIN PROFESSIONAL LAND SURVEYOR S-3223, DO HEREBY CERTIFY THAT THIS SURVEY AND MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE INFORMATION PROVIDED, BY THE ORDER OF THOSE LISTED HEREON, AND THAT THIS SURVEY COMPLIES WITH AS 7.0 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE PROVISIONS AS STATED IN THE CITY OF MIDDLETON - CODE OF ORDINANCES.

ZM Reynolds
 ZACHARY M. REYNOLDS, S-3223
 WISCONSIN PROFESSIONAL LAND SURVEYOR

9/13/2024
 DATE



WYSER ENGINEERING
 300 EAST FRONT STREET
 MOUNT HOREB, WI 53572
 www.wyserengineering.com

SURVEYOR/ENGINEER/PLANNER:

SUBDIVIDER:
 VH ACQUISITIONS, LLC
 6801 SOUTH TOWN DRIVE
 MADISON, WI 53715

OWNER:
 LEONARD A. AND RUTH E. ZIEGLER LIVING TRUST
 VERONA, WI 53593

REAL PROPERTY LISTERS ANNEXATION REVIEW

1. Territory to be annexed: Ziegler Living Trust 14700	From Town of: Springfield and Middleton	To City/Village of: Middleton
---	--	----------------------------------

2. Checklist: (Y) Yes; (N) No; (NA) Not applicable; (NC) Not checked

Location and Position

Y (1) Location description by government lot, recorded private claim, ¼ - ¼ section, section, township, range and county

Y (2) Contiguous with existing village/city boundaries

N (3) Creates an island area in Township (completely surrounded by city)

N (4) Creates an island area in City (completely surrounded by town)

Petition and Map Information

Y (1) Identify owner(s) of annexed land

Y (2) Identify parcel ID numbers included in annexation.

NA (3) Identify parcel ID numbers being split by annexation

Y (4) North arrow

Y (5) Graphic Scale

Y (6) Streets and Highways shown and identified

Y (7) Legend

Y (8) Total area/acreage of annexation

3. Other relevant information and comments:

Acreage included from the Town of Springfield: approximately 65.16

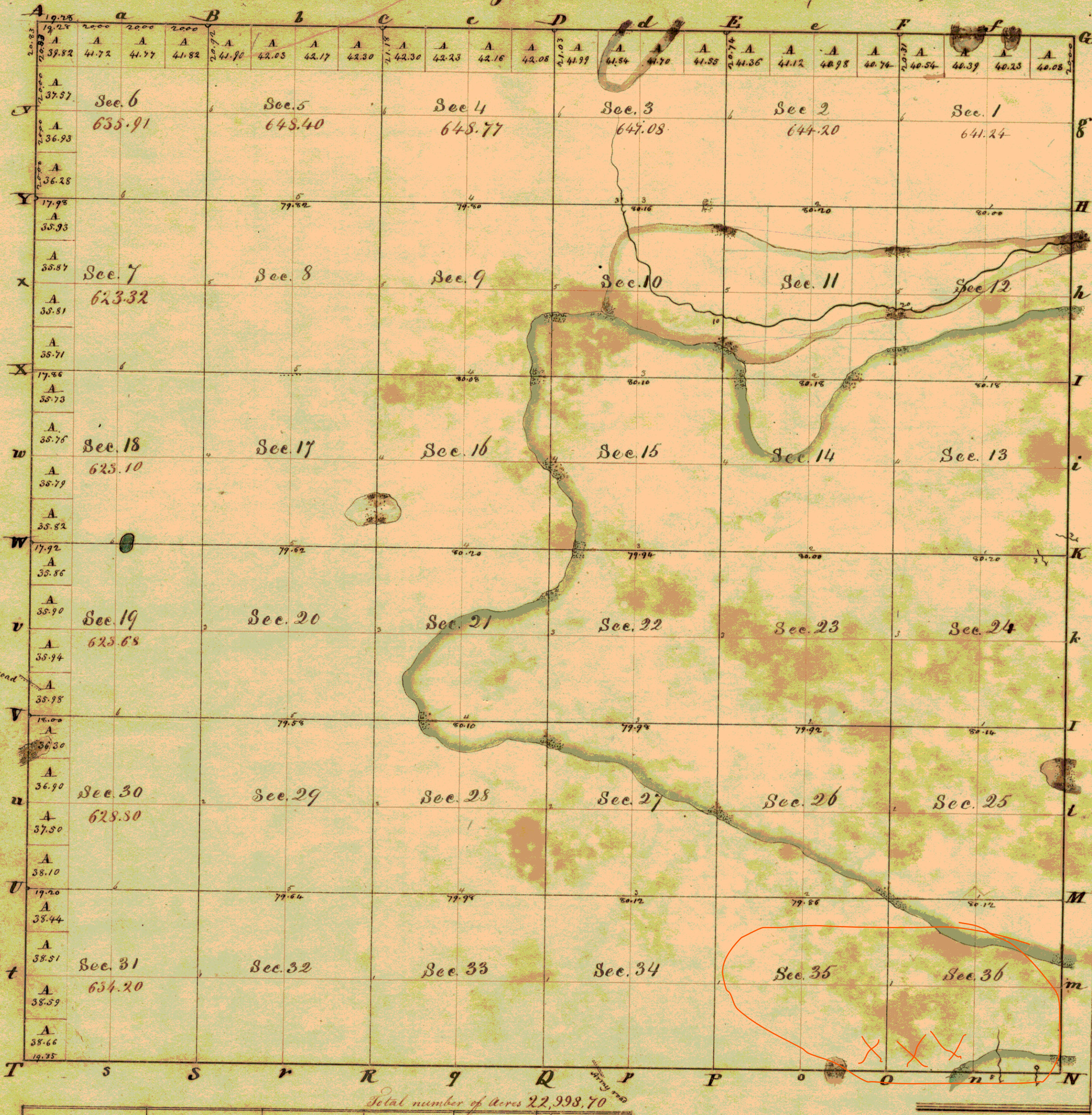
Acreage included from the Town of Middleton: approximately 10.12

Prepared by: Troy Everson
 Title: Land Records Administrator
 Phone: 608-261-9750
 Date: 9/17/24

Please **RETURN PROMPTLY** to:
 Municipal Boundary Review
 PO Box 1645
 Madison WI 53701
 (608) 264-6102 **FAX** (608) 264-6104
wimunicipalboundaryreview@wi.gov

Township N. 8 N. Range N. 8 East 4. th Mer. (Wis. Ter.)

144-14



Total number of Acres 22,998.70

Survey Designated	By whom Surveyed	Date of Contract	Am't. of Survey	When Surveyed	When h. by G. C. in Div. Gen. Sect.
Lower Part of	John Mullett	4 th of 1831	M. Cts. 16	1 st of 1833	3 rd of 1833.
Subdivisions	John Mullett	16 th of 1832	59.75. 11		

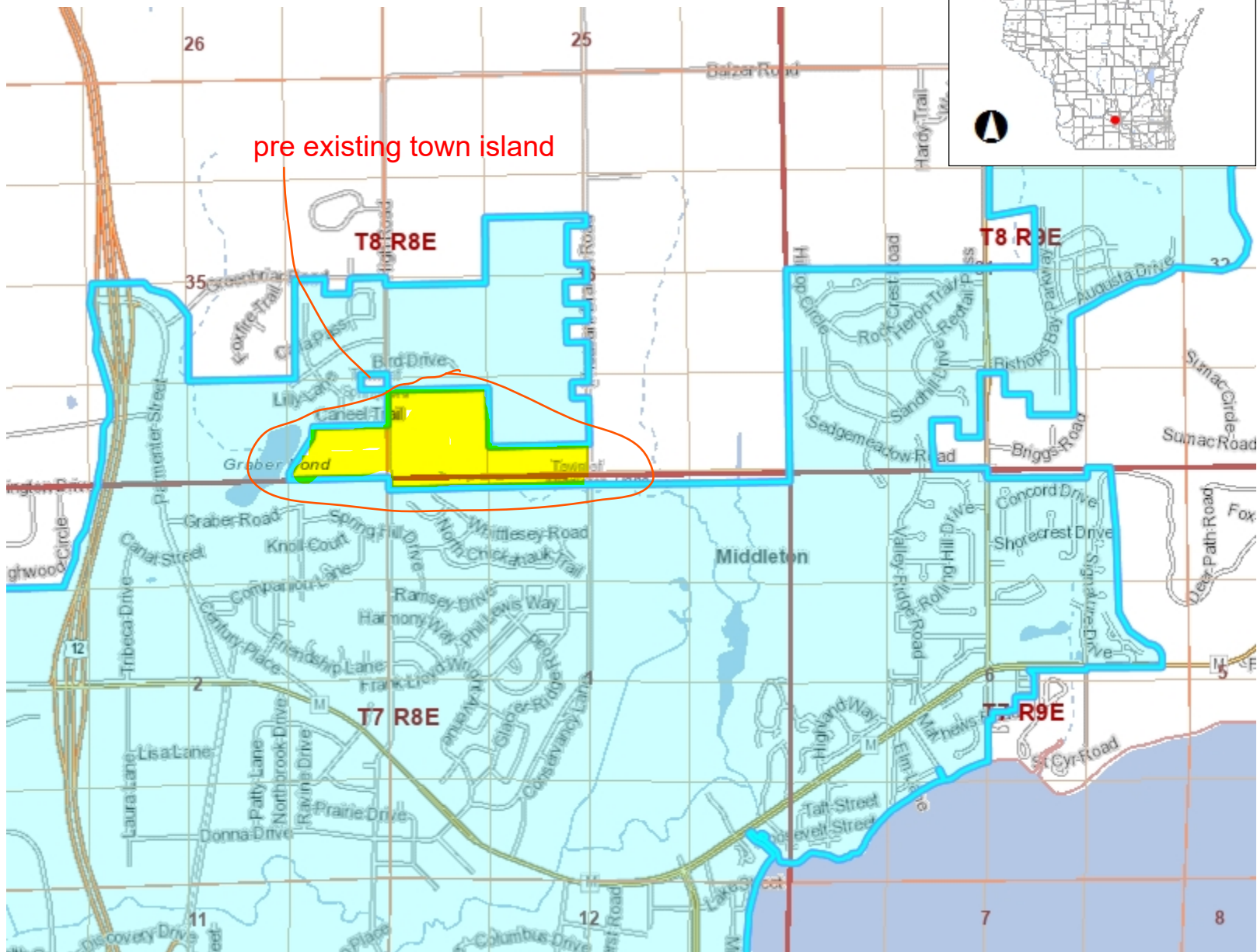
The above map of Township N. 8, Range N. 8 East, 4. th Meridian North West Division, is strictly conformable to the field notes of the Survey thereof on file in this Office, which have been examined and approved.

Surveyor General's Office
Cincinnati, May 27. 1834

M. T. Williams
Secy Genl



Surface Water Data Viewer Map



- Legend**
- Township
 - Section
 - Quarter-Quarter
 - County Boundary
 - Cities, Towns & Villages
 - City
 - Village
 - Civil Town
 - Municipality
 - State Boundaries
 - County Boundaries
 - Major Roads**
 - Interstate Highway
 - State Highway
 - US Highway
 - County and Local Roads**
 - County HWY
 - Local Road
 - Railroads
 - Tribal Lands
 - Rivers and Streams
 - Intermittent Streams
 - Lakes and Open water



NAD_1983_HARN_Wisconsin_TM

1: 23,760

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>

Notes



TONY EVERS

GOVERNOR

KATHY BLUMENFELD

SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview>

October 02, 2024

PETITION FILE NO. 14700

LORIE J BURNS, CLERK
CITY OF MIDDLETON
7426 HUBBARD AVE
MIDDLETON, WI 53562-3118

DIANAH FAYAS, CLERK
TOWN OF SPRINGFIELD
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TOWN OF MIDDLETON
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Subject: ZIEGLER LIVING TRUST ANNEXATION

The proposed annexation submitted to our office on September 12, 2024, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city..." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF MIDDLETON**, which is able to provide needed municipal services.

Note: It appears that Section 35 should be changed to Section 36 in the call to the South ¼-corner in the legal description.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14700 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2774>

Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner