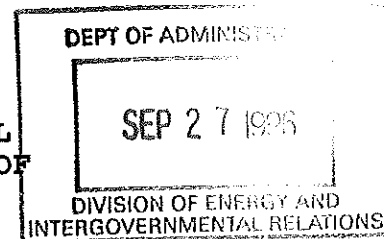


BOUNDARY STIPULATION AND INTERGOVERNMENTAL
COOPERATION AGREEMENT BETWEEN THE VILLAGE OF
WAUNAKEE AND TOWN OF WESTPORT



This is a stipulation and intergovernmental agreement made and entered into as of the 19th day of September, 1996, by and between the Village of Waunakee, a municipal corporation, located in Dane County, Wisconsin, ("Village") and the Town of Westport, a municipal corporation, located in Dane County, Wisconsin, the Town of Westport Sewer Utility Districts, and the Town of Westport Water Utility District (collectively the "Town").

RECITALS

WHEREAS, Wis. Stats. sec. 66.30 authorizes towns and villages as "municipalities" to contract for the joint exercise of any power or duty required or authorized by statute; and,

WHEREAS, Wis. Stats. sec. 66.027 authorizes parties to a legal action contesting the validity of an annexation to stipulate and settle such litigation and determine the common boundary line between the municipalities; and

WHEREAS, Wis. Stats. sec. 66.028 authorizes two municipalities to share revenues and to undertake other municipal actions in furtherance of joint efforts involving revenue sharing and zoning; and

WHEREAS, the Village and the Town are such "municipalities," and are parties to a lawsuit contesting the validity of a Village annexation ordinance involving lands formerly located in the Town as legally described on the attached Exhibit A (the "Tierney Territory") encaptioned Bernard J. and Louise J. Kennedy Trust and Town of Westport v. Village of Waunakee, Case No. 96-CV-0561, Dane County Circuit Court (the "Lawsuit"), and are therefore authorized by statute to exercise the powers implicit herein; and

WHEREAS, the Village and the Town have long recognized that intergovernmental cooperation and joint planning provide for the best use of land and natural resources, and high quality and efficient services; and

WHEREAS, it is in the best interest of the Village and the Town to resolve annexation, boundary, land use and municipal service issues in order to avoid costly and time-consuming litigation, and to provide effective and efficient joint planning to manage their future growth in the area; and

WHEREAS, altering and fixing the boundaries between the Village and the Town to include the Tierney Territory and certain other lands currently within the Town within the Village boundaries will resolve the Lawsuit and facilitate joint planning and intergovernmental cooperation between the Village and the Town; and

WHEREAS, the Village and Town recognize that this Agreement represents compromises which are required in order to reach a long-term and meaningful agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the receipt and sufficiency of which is mutually acknowledged, it is stipulated and agreed as follows:

1. BOUNDARY CHANGES.

a. The boundaries of the Village and Town shall be adjusted and fixed in accordance with the provisions of Map A-1 and as legally described on Exhibit B. Approval of this Agreement by the governing boards of the Town and Village shall constitute approvals of such boundary changes by the governing bodies within the meaning of Wis. Stats. sec. 66.027. The governing boards of each municipality shall concurrently with the execution of this Agreement execute a stipulation certifying these boundaries for purposes of compliance with Wis. Stats. sec. 66.027.

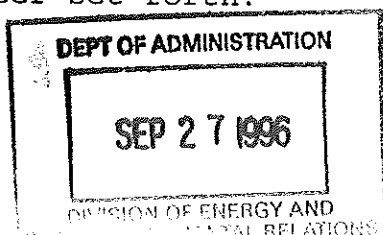
b. Pursuant to Wis. Stats. sec. 66.027, the provisions of this Agreement which fix the Town or Village boundaries shall be published in newspapers of general circulation in the Town and in the Village.

c. Pursuant to Wis. Stats. sec. 66.027, if no referendum regarding boundary changes is properly requested within thirty (30) days of the date the stipulation is published, or if the boundary changes described in this Agreement are approved by a referendum election and provided the time for asserting a judicial challenge to the sufficiency of the boundary change has expired without a challenge being filed, the parties will jointly petition the Dane County Circuit Court to fix the boundaries between the Village and the Town by a final judgment of the court having jurisdiction of the Lawsuit, such that the Additional Village Lands identified on Map A shall become included in the territory of the Village and excluded from the territory of the Town.

d. The Clerk of the Village shall have the responsibility to comply with the requirements of Wis. Stats. sec. 66.021(8).

2. JOINT PLANNING AREA.

The parties hereby designate certain territory within the Town and the Village, legally described on Exhibit C and as shown on Map C, as the "Joint Planning Area" or "JPA". The parties shall create a Joint Planning Commission ("JPC") as set forth in paragraph 3 of this Agreement. The actions, powers, rights, obligations and privileges of the Town and the Village are delegated, modified or limited by the parties within the Joint Planning Area as hereinafter set forth:



a. Limitation on Annexations.

i. Any lands for which the Village receives a petition for annexation which are located within the Village's Long-Term Growth Area (as set forth on the attached Map B and legally described at Exhibit D) may be annexed by the Village. The Long-Term Growth Area is that area in which it is mutually agreed that the Village has a reasonable present or demonstrable future need for the property if annexed. The Town agrees that it will not directly or indirectly oppose any such annexation within the Village's Long-Term Growth Area nor will it financially support any person opposing such annexations; provided however, that the Town shall retain the right to voice its concerns and objections or its support of such annexations before the Village Board or the Village Plan Commission.

ii. No territory outside of the Long-Term Growth Area i.e. that land to the east and south of this area, shall be annexed to the Village.

iii. If any lands outside the Long-Term Growth Area are annexed to the Village in violation of subsection 2a.ii., the Village agrees in accordance with the provisions of Wis. Stats. sec. 66.028 to reimburse the Town as liquidated damages and not as a penalty an amount equivalent to the tax revenue lost to the Town as a result of such annexation each year for a period of twenty (20) years from the date the annexation ordinance is effective.

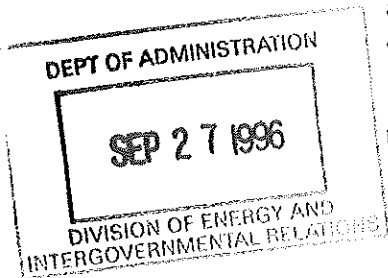
(1) Such reimbursement shall be calculated based on the assessed value of all land and improvements in the annexed territory as of January 1 of each year after the annexation took place.

(2) The assessed value of such lands shall be multiplied by the mill rate established by the Town for that year to calculate the amount due to the Town under this formula.

(3) Such reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after such annexation.

b. Land Use in JPA.

i. Extraterritorial Zoning. The parties acknowledge that the JPA is currently zoned Agricultural. For the JPA lands within the Town, within sixty (60) days after entry of a final order in the Lawsuit, the Village will enact a resolution and ordinance under Wis. Stats. sec. 62.23(7a)(a) which will be limited to the lands in the JPA. The joint committee under Wis. Stats. sec. 62.23(7a)(c) shall be the JPC



and all procedures under Wis. Stats. sec. 62.23(7a) shall henceforth apply to the zoning of all lands within the JPA.

ii. Village Zoning. For JPA lands within the Village, the Village shall delegate its plan commission functions for the zoning of such lands to the JPC for the duration of this Agreement. Additionally, the provisions of Wis. Stats. sec. 62.23(7a) shall henceforth (as noted above) apply to the zoning of lands within the JPA and which are also within the Village, including the initial zoning designation for this territory, the creation, revision or amendment of a zoning ordinance or zoning classification, and the designation of the JPC as the joint committee. The parties shall use their best efforts to cooperate and to negotiate in good faith to effectuate the purposes of the extraterritorial zoning scheme under Wis Stats. sec. 62.23(7a) for all lands in the JPA.

iii. Land Division. The Village and Town shall delegate to the JPC pursuant to the provisions of Wis. Stats. sec. 236.10(4) the authority to approve or disapprove preliminary plats, final plats, and certified survey maps for lands in the JPA. The JPC shall apply the provisions of the subdivision ordinances of the municipality in which the proposed land division is located. If there is a conflict between the Town's and Village's subdivision regulations for lands within the JPA, the more restrictive standards shall apply.

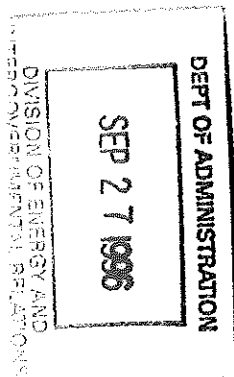
c. Restricted Extraterritorial Jurisdiction Area Outside the JPA.

i. The parties hereby designate certain territory within the Town, hereinafter the "Town Restricted Extraterritorial Jurisdiction Area" ("Town REJA"), which shall be those areas outside of i.e. to the south and east of the JPA as shown on Map C. The Village waives its right to approve or reject land divisions, plats or certified survey maps within the Town REJA. The Town and Village shall record with the Dane County Register of Deeds resolutions incorporating a map of the REJA and providing for the waiver pursuant to Wis. Stats. sec. 236.10(5). The Village shall not rescind the waiver for the duration of this Agreement.

ii. The Village shall not exercise extraterritorial zoning within the Town REJA.

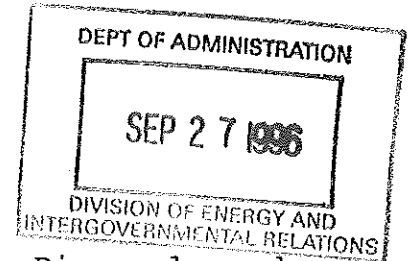
3. **CREATION AND POWERS OF THE JOINT PLANNING COMMISSION.**

The Town and the Village shall each appoint three (3) members to a Joint Planning Commission ("JPC") which shall supervise, subject to the governing boards of the Village and the Town, the activities of the Town and Village in the JPA. The Village members of the JPC shall be citizen members of the Village Plan Commission. The initial Town members of the JPC shall be appointed for initial three (3) year terms with staggered three (3) year terms



thereafter. The Village members shall be appointed for staggered terms of one, two and three years with staggered three (3) year terms thereafter. The JPC may be delegated powers of the Town and Village so long as such delegations do not violate any law, rule and regulation and are necessary to effectuate the purposes hereunder and in particular, the provisions of Wis. Stats. sec. 62.23(7a). Each municipality shall have responsibility for providing the following services within its boundaries within the JPA unless the JPC agrees to another arrangement:

- a. Police Protection Services.
- b. Fire and Emergency Medical Services.
- c. Road/Street Maintenance and Repairs.
- d. Removal of Rubbish and Solid Waste Disposal and Recycling.



In addition to those responsibilities set forth above and in section 2 of this Agreement, the JPC shall have authority to approve the following actions or such other actions as may be from time to time designated by the respective governing boards of the Town and Village:

- a. Extensions of Sanitary Sewer Service within the JPA.
- b. Extensions of Water Service.
- c. Creation and Maintenance of Surface Drainage/Stormwater Management Facilities.

4. REVENUE SHARING.

The JPC may explore and recommend to the governing bodies of each municipality an equitable plan for revenue sharing for services provided within the JPA under Wis. Stats. sec. 66.028.

5. NO THIRD PARTY BENEFICIARY.

This agreement is intended to be solely between the Town and the Village. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.

6. EQUAL OPPORTUNITIES.

In the performance of the services under this Agreement, the parties agree not to discriminate against any employee or applicant because of any category prohibited under federal, State or municipal law, rule or regulation including, but not limited to: race, religion, marital status, age, color, sex, handicap, national origin, or ancestry, income level or source of income, arrest

record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

7. ADMINISTRATION OF AGREEMENT.

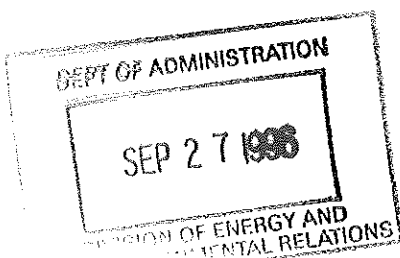
This Agreement shall be administered on behalf of the Village by the Village President or the Village President's designee, and on behalf of the Town by the Town Board Chair or the Town Board Chair's designee. The appointment of a designee must be in writing and the other party to this Agreement must be notified of the appointment. The administration of this Agreement shall include the implementation of policies and procedures which will effectuate the purposes and spirit of this Agreement.

8. ENFORCEMENT.

This Agreement is intended to provide each party with the right and standing to challenge by court action (including action by certiorari or otherwise to declare a governmental act invalid) any act of the other party that violates this Agreement. This Agreement is intended to provide each party with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement. In any action concerning an alleged violation of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses of litigation, including reasonable attorneys fees.

9. TERM.

The term of this Agreement is twenty (20) years, commencing on the first day of the first month after both parties have fully executed this Agreement. At the expiration of the first and each subsequent term, the Agreement will automatically be renewed for additional ten (10) year terms unless either party notifies the other in writing, at least three years prior to the expiration of the initial term, or any additional term, of its intention not to renew the Agreement. No breach or violation of any of the terms of this Agreement by either party shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined or otherwise remedied by the exercise of any lawful contractual enforcement remedies then available to be used by the aggrieved party to enforce the terms of the Agreement; provided, however, that in the event the JPC is unable to conduct its business due to a deadlock in decisionmaking which exists after the JPC has exercised its best efforts at cooperation, then the parties agree to mediate the deadlock. If the parties are unable to agree on a mediator, then either party may petition the Circuit Court for appointment of a neutral mediator.



10. AMENDMENT.

This Agreement may be amended by written agreement approved by the governing bodies of both parties.

11. COMPLETE AGREEMENT.

This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral; provided, however, that all approvals for matters otherwise subject to this Agreement which were given prior to the date final judgment is entered in the Lawsuit shall remain in full force and effect; provided further, however, that such approvals do not frustrate the material terms of this Agreement.

12. SEVERABLE PROVISIONS.

All of the Agreement's terms are intertwined and interconnected and shall not be severed or modified. It is agreed that the terms and provisions are interdependent. If any material part of this Agreement is held by a court of competent jurisdiction to be invalid or ineffective, or if a court fails for any reason to incorporate into a final judgment the boundary changes identified in paragraph 1 of this Agreement, if subsequently enacted federal or state law, rule or regulation renders any of the material terms of this Agreement unlawful, the parties shall have 30 days in which to negotiate in good faith to remedy the unlawful or unenforceable provisions. If no agreement can be reached, then the entire Agreement shall be null and void; provided, however, that the Tierney Territory shall remain within the Village boundaries.

13. ADVANCEMENT OF MUTUAL INTERESTS.

The parties acknowledge that in order to effectively implement this Agreement, it may be necessary to obtain the cooperation and approval of other governmental agencies, including but not limited to, the Dane County Regional Planning Commission, the Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation. In all matters necessary to implement this Agreement, the parties agree to seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties will, where necessary to obtain such required approval, submit a single, joint request or other appropriate documents requesting the approval.

14. ENFORCEABILITY.

The parties have entered into this Agreement under the Authority of Sections 66.027, 236.10(4) and 66.30 of the Wisconsin Statutes, also based on statutory delegations contained in Sections 66.023 and 66.028 of the Wisconsin Statutes. Its enforceability will not be affected by changes in the forms of Village or Town government, or changes in elected officials. The parties agree

DEPT OF ADMINISTRATION

SEP 27 1996

DIVISION OF ENERGY AND

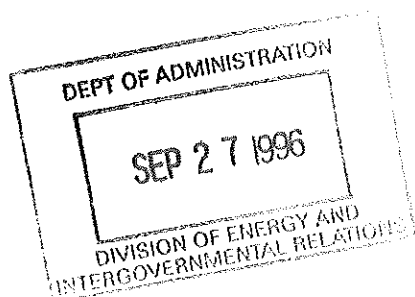
that this Agreement be construed so as to be binding on their respective successors, agents and employees. The parties will not challenge the provisions of the agreement or they will be subject to the penalty provisions herein, except upon breach by the other party.

15. NO WAIVER.

The failure of any party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the party waiving the right. If an obligation of a party is being waived or released, the writing must be signed by all affected parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other party that did not sign the waiver or release.

16. PERFORMANCE STANDARD.

This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing.



TOWN OF WESTPORT, DANE COUNTY,
WISCONSIN

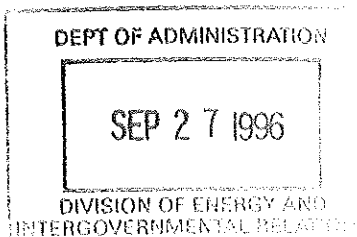
By: Dean A. Grosskopf
Dean A. Grosskopf, Chair

Attest: Sharon L. Anderson
Sharon L. Anderson, Town Clerk

STATE OF WISCONSIN) ss.
COUNTY OF DANE)

Personally came before me this 19th day of September, 1996, the above named **DEAN A. GROSSKOPF**, Chair of the Town of Westport and **SHARON L. ANDERSON**, Town Clerk of the Town of Westport, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same on behalf of the Town.

Thomas P. Wilson
Notary Public, State of Wisconsin
My commission: is permanent



TOWN OF WESTPORT, SEWER UTILITY
DISTRICTS NOS. 1,2,3, AND 4

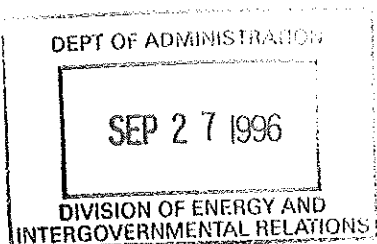
By: Dean A. Grosskopf
Dean A. Grosskopf, Commission
President

Attest: Sharon L. Anderson
Sharon L. Anderson, Commission
Secretary

STATE OF WISCONSIN) ss.
COUNTY OF DANE)

Personally came before me this 19th day of September, 1996, the above named **DEAN A. GROSSKOPF**, Commission President of the Town of Westport Sewer Utility Districts 1,2,3, and 4 and **SHARON L. ANDERSON**, Commission Secretary of the Town of Westport Sewer Utility Districts 1,2,3, and 4, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same on behalf of the Districts.

Thomas J. Wilson
Notary Public, State of Wisconsin
My commission: is permanent



TOWN OF WESTPORT, WATER UTILITY
DISTRICT

By: Dean A. Grosskopf
Dean A. Grosskopf, Commission
President

Attest: Sharon L. Anderson
Sharon L. Anderson, Commission
Secretary

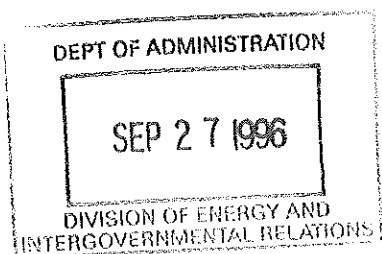
STATE OF WISCONSIN)) ss.
COUNTY OF DANE)

Personally came before me this 19th day of September, 1996, the above named **DEAN A. GROSSKOPF**, Commission President of the Town of Westport Water Utility District and **SHARON L. ANDERSON**, Commission Secretary of the Town of Westport Water Utility District, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same on behalf of the District.

Shoreen P. Wilson
Notary Public, State of Wisconsin
My commission: is permanent

APPROVED AS TO FORM:

Thomas J. Wilson
Town Attorney



ACKNOWLEDGEMENT

The undersigned executes this Agreement solely to acquiesce and join in the actions of the Town in relation to the Lawsuit and the resolution thereof.

BERNARD J. AND LOUISE J. KENNEDY
TRUST

By: Bernard J. Kennedy
Bernard J. Kennedy, Trustee

By: Louise J. Kennedy
Louise J. Kennedy, Trustee

STATE OF WISCONSIN) ss.
COUNTY OF DANE)

COUNTY OF DANE)
Personally came before me this 19th day of September, 1996, the above named Bernard J. Kennedy and Louise J. Kennedy, Trustees of the Bernard J. and Louise J. Kennedy Trust, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Trust.

Notary Public, State of Wisconsin
My commission: is permanent

This Agreement was jointly drafted by:

Attorney Thomas G. Wilson
Attorney William F. White

After recording, this document should be returned to:
Attorney William F. White
P.O. Box 1806
Madison, WI 53701-1806

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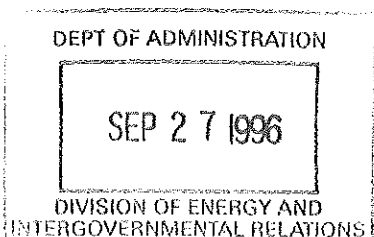


EXHIBIT A

Portions of Sections 9, 10, 15 and 16 all in T 8 N, R 9 E, in the Town of Westport, Dane County, Wisconsin, more particularly described as follows:

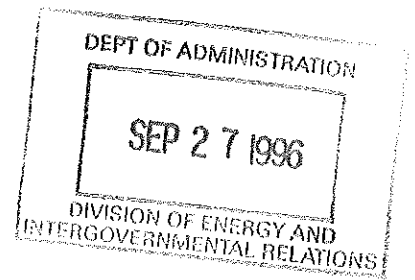
BEGINNING at the South 1/4 corner of said Section 9; thence with the North-South 1/4 line of said Section, the East line of the Waunakee Industrial Park and the corporate limits of the Village of Waunakee, N 00 deg. 08' 39" W, 1672.14 feet; thence with the South line of the North 3/8 of the SE 1/4 of said Section, N 89 deg. 48' 15" E, 2664.65 feet to the West line of Section 10; thence continuing the same course, N 89 deg. 48' 15" E, 40.01 feet; thence running parallel with and 40.00 feet East of said West line, S 00 deg. 04' 06" E, 156.45 feet; thence S 84 deg. 42' 53" W, 40.18 feet to the Northeast corner of Lot One of Certified Survey Map No. 3039; thence with the Northerly, Westerly and Southerly lines of said Lot One the following three (3) courses and distances: S 84 deg. 42' 53" W, 268.33 feet; thence S 04 deg. 04' 16" E, 170.00 feet; thence N 84 deg. 42' 53" E, 256.41 feet to the Southeast corner of said Lot One; thence continuing the same course, N 84 deg. 42' 53" E, 40.18 feet; thence running parallel with and 40.00 feet East of the aforesaid West line of Section 10, S 00 deg. 04' 06" E, 1032.78 feet; thence running parallel with and 300.00 feet North of the South line of said Section, N 88 deg. 17' 32" E, 2780.47 feet to the Easterly limits of State Trunk Highway No. 113; thence with said limits the following two (2) courses and distances: S 00 deg. 03' 52" E, 106.30 feet; thence S 45 deg. 40' 13" E, 188.84 feet to the North line of Bong Road; thence crossing said road, S 04 deg. 21' 07" W, 130.63 feet to the South line thereof; thence running with the aforesaid East line of Highway No. 113 the following four (4) courses and distances: S 44 deg. 21' 12" W, 135.56 feet; thence S 00 deg. 03' 52" E, 728.88 feet to a point of curve; thence along the arc of said curve deflecting to the left, said curve having a radius of 3686.88 feet, a central angle of 22 deg. 38' 24" and a chord which bears S 11 deg. 23' 09" E, 1447.56 feet; thence S 22 deg. 42' 26" E, 900.57 feet; thence leaving said limits, crossing said highway and running parallel with and 501.14 feet South of the East-West 1/4 line of the aforesaid Section 15, S 88 deg. 35' 41" W, 794.67 feet to the North-South 1/4 line of said Section; thence continuing parallel with and 501.14 feet South of said East-West 1/4 line, S 88 deg. 35' 49" W, 2673.60 feet to a point in the East line of Section 16 at the intersection thereof with the Northeasterly right-of-way limits of the Chicago Northwestern Railroad Co.; thence parallel with and 501.25 feet South of the East-West 1/4 line of said Section 16, S 89 deg. 37' 15" W, 127.82 feet to the Southwesterly limits of said right-of-way; thence with said Southwesterly limits the following seven (7) courses and distances: N 38 deg. 54' 15" W, 460.66 feet; thence S 51 deg. 05' 45" W, 50.00 feet; thence N 38 deg. 54' 15" W, 427.00 feet to a point of curve; thence along the arc of said curve deflecting to the left, said curve having a radius of 5623.65 feet, a central angle of 06 deg. 43' 48" and a chord which bears N 42 deg. 16' 09" W, 660.18 feet; thence N 44 deg. 21' 57" E, 50.00 feet; thence along the arc of a curve deflecting to the left, said curve having a radius of 5673.65 feet, a central angle of 01 deg. 18' 56" and a chord which bears N 46 deg. 17' 30" W, 130.27 feet; thence N 46 deg. 56' 59" W, 1148.83 feet; thence crossing said right-of-way, N 00 deg. 09' 09" E, 136.51 feet to the Northeasterly limits thereof; thence continuing, N 00 deg. 09' 09" E, 935.84 feet to the South line of the aforesaid Section 15; thence with said South line, S 89 deg. 34' 03" W, 20.78 feet to the Southeast corner of Lot One of Certified Survey Map No. 3013; thence with said Lot One the following 3 courses and distances: N 00 deg. 06' 36" W, 199.00 feet; thence S 89 deg. 34' 03" W, 274.02 feet; thence S 00 deg. 07' 57" E, 10.00 feet to the North line of Lot One of Certified Survey Map No. 2230; thence with the North line of said last-mentioned Lot, S 89 deg. 34' 03" W, 172.00 feet to the Northeast corner of lands of Trotta; thence with said lands the following 2 courses and distances: S 89 deg. 34' 03" W, 115.00 feet; thence S 00 deg. 07' 57" E, 189.00 feet to said South line of Section 15; thence with said South line, S 89 deg. 34' 03" W, 33.00 feet to the point of beginning. Containing: 437.8038 Acres.

DEPARTMENT OF ENERGY AND
GOVERNMENTAL RELATIONS

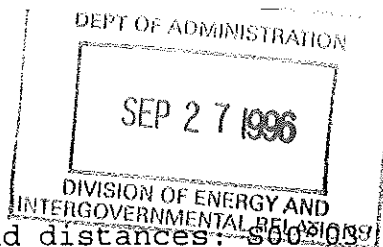
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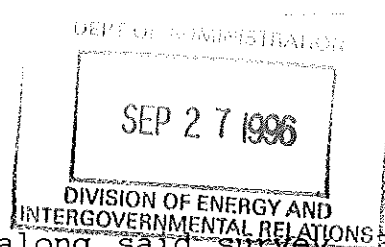
EXHIBIT B
ADDITIONAL VILLAGE LANDS



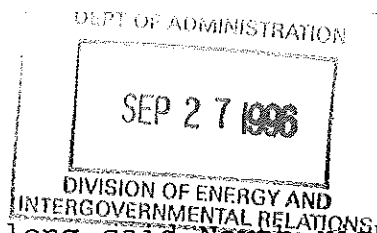
A parcel of land located in all quarter quarters of the SE 1/4 of Section 9, the NW 1/4, SW 1/4 & SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 10, all quarter quarters of the NE 1/4, the NW 1/4, SW 1/4 and SE 1/4 of the NW 1/4, and the NW 1/4 & SW 1/4 of the SW 1/4 of Section 14; the NW 1/4 and SW 1/4 of the NE 1/4, all quarter quarters of the NW 1/4, SW 1/4 and SE 1/4 of Section 15, all quarter quarters of the NE 1/4, and the NE 1/4 of the SE 1/4 of Section 16, the NW 1/4 of the NW 1/4 of Section 23, and the NE 1/4 of the NE 1/4 of Section 22, T8N, R9E, Town of Westport, Dane County, Wisconsin, to-wit: Beginning at the South 1/4 corner of said Section 9; thence N00°08'39"W, along the westline of the NE 1/4 of said Section 9 and the corporate limits of the Village of Waunakee, 1672.14 feet; thence, N89°48'15"E, 2,664.95 feet to the West line of Section 10; thence continuing the same course, N89°48'15"E, 40.00 feet; thence running parallel with and 40.00 feet East of said West line, S00°03'29"E, 156.45 feet; thence S84°42'53"W, 40.17 feet to the Northeast corner of Lot One of Certified Survey Map No. 3039; thence with the Northerly, Westerly and Southerly line of said Lot One the following three (3) courses and distances: S84°42'53"W, 268.33 feet; thence S04°03'36"E, 169.97 feet; thence N84°42'53"E, 256.41 feet to the Southeast corner of said Lot One; thence continuing the same course, N84°42'53"E, 40.17 feet; thence running parallel with and 40.00 feet East of the aforesaid West line of Section 10, S00°03'29"E, 1,032.81 feet; thence running parallel with and 300.00 feet North of the South line of said Section, N88°17'45"E, 2,780.33 feet to the Easterly limits of State Trunk Highway No. 113; thence with said



limits the following two (2) courses and distances: ~~S00°03'52"E, 106.13~~ feet; thence S45°40'13"E, 188.84 feet to the North line of Bong Road; thence crossing said road, S04°21'07"W, 130.63 feet to the South line thereof; thence running with the aforesaid East line of Highway No. 113 the following four (4) courses and distances: S44°21'12"W, 135.56 feet; thence S00°03'52"E, 728.88 feet to a point of curve; thence along the arc of said curve deflecting to the left, said curve having a radius of 3,686.88 feet, and a chord which bears S11°23'09"E, 1,447.56 feet; thence S22°42'26"E, 1796.72 feet to the South line of the NW 1/4 of the SE 1/4 of said Section 15; thence N89°01'15"E, 196.07 feet to the Southeast corner of the NW 1/4 of the SE 1/4 of said Section 15; thence N00°13'02"W, 1337.88 feet to the Northeast corner of the NW 1/4 of the SE 1/4 of said Section 15; thence N88°35'46"E, along the North line of the SE 1/4 of said Section 15, 1330.56 feet to the East 1/4 corner of said Section 15; thence N00°04'58"E, along the West line of the NW 1/4 of said Section 14, 2,619.24 feet to the southerly edge of Bong Road right-of-way; thence N89°45'26"E, along said southerly right-of-way, 1,335.26 feet to the East line of the NW 1/4 of the NW 1/4 of said Section 14; thence S00°00'57"E, along the East line of the NW 1/4 of the NW 1/4 of said Section 14, 1,294.90 feet to the Northwest corner of the SE 1/4 of the NW 1/4 of said Section 14; thence N89°50'02"E, along the North line of the SE 1/4 of the NW 1/4 of said Section 14, 1,337.49 feet to the Northeast corner of the SE 1/4 of the NW 1/4 of said Section 14; thence N00°06'52"W, along the West line of the NE 1/4 of said Section 14, 1,296.69 feet to the Southerly right-of-way of Bong Road; thence N89°51'34"E, along said Southerly right-of-way 173.58 feet to the edge of Certified Survey No. 2583; thence S41°48'45"E, along said survey, 248.79 feet; thence S00°54'59"E, continuing along said survey, 253.00



feet; thence N89°51'02"E, continuing along said survey, 304.60 feet; thence N00°51'38"W, continuing along said survey 52.02 feet; thence N71°29'11"E, continuing along said survey, 287.65 feet to a point of curve; thence Northeasterly, continuing along said survey, on a curve to the left which has a radius of 56.25 feet and a chord which bears N47°31'21"E, 45.69 feet; thence N23°34'16"E, continuing along said survey, 289.96 feet to the Southerly right-of-way of Bong Road; thence N89°51'02"E, along said southerly right-of-way, 1,244.72 feet; thence S00°08'23"W, 233.06 feet; thence N89°51'02"E, 140.20 feet to the northwest corner of Certified Survey No. 553, thence S00°30'23"W, 300.02 feet to the Southwest corner of said Certified Survey; thence N89°51'02"E, 3.05 feet; thence S00°08'23"W, 300.00 feet; thence N89°51'02"E, 200.00 feet to the Westerly right-of-way of River Road; thence S00°08'23"W, along said Westerly right-of-way, 838.01 feet to a point of curve; thence Southwesterly, continuing along said Westerly right-of-way, on a curve to the right which has a radius of 917.00 feet and a chord which bears S18°00'17"W, 562.63 feet; thence S35°52'13"W, continuing along said Westerly right-of-way, 508.33 feet to the South line of the NE 1/4 of said Section 14; thence S89°35'55"W, along the South line of said Section 14, 2,174.73 feet to the Northeast corner of the SW 1/4 of said Section 14; thence S89°54'38"W, along the Northerly line of the SW 1/4 of said Section 14; 1,339.77 feet to the Northwest corner of the NE 1/4 of the SW 1/4 of said Section 14; thence S00°16'19"E, 2,671.06 feet to the Southeast corner of the SW 1/4 of the SW 1/4 of said Section 14; thence S01°24'46"W, 660.81 feet to the Northeast corner of Certified Survey No. 997; thence N89°20'19"W, 664.06 feet to the Northwest corner of said survey; thence S01°27'23"W, 661.30 feet to the Southwest corner of said survey and the Northerly right-of-



way of River Road; thence $S88^{\circ}58'37''W$, along said North right-of-way, 1127.79 feet; thence $N01^{\circ}01'23''W$, continuing along said right-of-way 17.00 feet; thence $S88^{\circ}58'37''W$, continuing along said right-of-way 200.00 feet; thence $N50^{\circ}56'46''W$, 89.13 feet to the Easterly right-of-way of STH 113; thence $N10^{\circ}52'09''W$, along said Easterly right-of-way, 825.59 feet to a point of curve; thence Northwesterly, continuing along said Easterly right-of-way, on a curve to the left which has a radius of 5,866.94 feet and a chord which bears $N13^{\circ}54'00''W$, 620.44 feet; thence $S89^{\circ}04'41''W$, 299.22 feet to the Westerly right-of-way of STH 113; thence $N75^{\circ}06'27''W$, 116.31 feet; thence $S89^{\circ}22'09''W$, 136.40 feet; thence $S89^{\circ}26'29''W$, 102.00 feet; thence $S00^{\circ}37'51''E$, 164.60 feet to the northerly edge of Kennedy Drive; thence $S89^{\circ}29'26''W$, along said northerly edge which is 49.5 feet north of the South Line of the SE $1/4$ of said Section 15, 971.00 feet; thence $S88^{\circ}42'41''W$, continuing along said northerly edge of Kennedy Drive, 613.00 feet; thence $S01^{\circ}17'19''E$, 49.51 feet to the South Line of the SW $1/4$ of said Section 15; thence $S88^{\circ}42'41''W$, along the South line of the SW $1/4$ of said Section 15, 486.70 feet to the Southwesterly right-of-way of the railroad right-of-way; thence $N38^{\circ}47'07''W$, along said Southwesterly right-of-way, 375.90 feet; thence $S88^{\circ}42'41''W$, 699.25 feet; thence $S22^{\circ}22'05''E$, 319.62 feet to the South line of the SW $1/4$ of said Section 15; thence $S88^{\circ}42'41''W$, along said South line 750.72 feet to the Southwest corner of said Section 15; thence $N00^{\circ}09'20''W$, along the West line of the SW $1/4$ of said Section 15, 2,149.28 feet; thence $S89^{\circ}37'15''W$, 128.93 feet to the Southwesterly right-of-way of the railroad right-of-way; thence along said Southwesterly right-of-way following seven (7) courses and distances: $N38^{\circ}54'15''W$, 460.66 feet; thence $S51^{\circ}05'45''W$, 50.00 feet; thence $N38^{\circ}54'15''W$, 427.00 feet to a point of curve; thence along the

arc of said curve deflecting to the left, said curve having a radius of 5,623.65 feet, and a chord which bears N42°16'09"W, 660.18 feet; thence N44°21'57"E, 50.00 feet; thence along the arc of a curve deflecting to the left, said curve having a radius of 5,673.65 feet, and a chord which bears N46°17'30"W, 130.27 feet; thence N46°56'59"W, 1,148.83 feet; thence crossing said right-of-way, N00°09'09"E, 136.51 feet to the Northeasterly limits thereof; thence continuing N00°09'09"E, 935.85 feet to the South line of the said Section 9; thence along southline of said Section 9, S89°34'02"W, 20.78 feet to the Southeast corner of Lot One of Certified Survey Map No. 3013; thence along said Lot One the following three (3) courses and distances: N00°06'36"W, 199.00 feet; thence S89°34'02"W, 274.02 feet; thence S00°07'57"E, 10.00 feet to the North line of Lot One of Certified Survey Map No. 2230; thence with the North line of said last-mentioned Lot, S89°34'02"W, 172.00 feet to the Northeast corner of lands of Trotta; thence along said lands the following two (2) courses and distances: S89°34'02"W, 115.00 feet; thence S00°07'57"E, 189.00 feet to said South line of Section 9; thence along said South line, S89°34'02"W, 33.00 feet to the point of beginning. Containing 1105.19 acres.

FN: 96-02-165

Rev: 8/22/96

Rev: 8/28/96

Rev: 9/16/96

Rev: 9/17/96

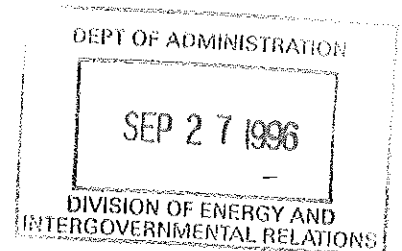


EXHIBIT C

JOINT PLANNING AREA

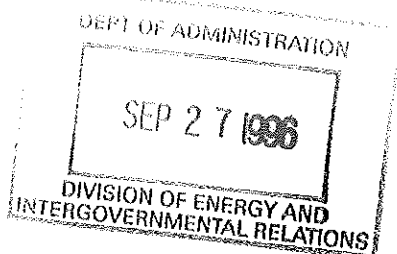
Section 18 and parts of Sections 3, 9, 10, 12, 13, 14, 15, 16, 17, 19, 20, 22, and 23, T8N, R9E, partially within the Village of Waunakee and the Town of Westport, Dane County, Wisconsin, To-wit: Beginning at the northwest corner of said Section 18; thence easterly along the northline of the NW 1/4 of said Section 18 to the north quarter corner of said Section 18; thence easterly along the northline of the NE 1/4 of said Section 18 to the northwest corner of said Section 17; thence easterly along the northline of the NW 1/4 of said Section 17 to the north quarter corner of said Section 17; thence easterly along the northline of the NE 1/4 of said Section 17 to the northeast corner of the NW 1/4 of the NE 1/4 of said Section 17; thence southerly along the eastline of the W 1/2 of the NE 1/4 of said Section 17 to the southeast corner of the SW 1/4 of the NE 1/4 of said Section 17; thence southerly along the westline of the NE 1/4 of the SE 1/4 of said Section 17 to the southwest corner of the NE 1/4 of the SE 1/4 of said Section 17; thence easterly along the southline of the NE 1/4 of the SE 1/4 of said Section 17 to the southeast corner of the NE 1/4 of the SE 1/4 of said Section 17; thence easterly along the southline of the NE 1/4 and NW 1/4 of the SW 1/4 of said Section 16, to the southeast corner of the NE 1/4 of the SW 1/4 of said Section 16; thence northerly, along the north-south quarter line of said Section 16 to the northeast corner of the SE 1/4 of the NW 1/4 of said Section 16; thence westerly along the northline of the SW 1/4 and SE 1/4 of the NW 1/4 of said Section 16 to the southwest corner of the NW 1/4 of the NW 1/4 of said Section 16; thence northerly to the northwest corner of the SW 1/4 of the NW 1/4 of the NW 1/4 of said Section 16; thence easterly along the northline of the S 1/2 of the NW 1/4 of the NW 1/4 and the S 1/2 of the NE 1/4 of the NW 1/4 of said Section 16 to the centerline of Mill Road; thence northerly along said centerline to the north quarter corner of said Section 16; thence N89°34'02"E, 33.00 feet; thence N00°07'57"W, 189.00 feet; thence N89°34'02"E, 287.00 feet; thence N00°07'57"W, 10.00 feet; thence N89°34'02"E, 274.02 feet; thence S00°06'36"E, 199.00 feet to the northline of the NE 1/4 of said Section 16; thence N89°34'02"E, along the northline of the NE 1/4 of said Section 16, 20.78 feet;

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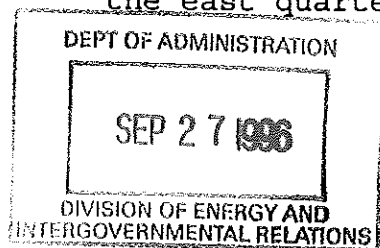
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thence S00°09'09"W to the centerline of the C & NW Rail Road right-of-way thence southeasterly along said centerline to the eastline of the SE 1/4 of said Section 16; thence northerly along the east line of the SE 1/4 of said Section 16 to the west quarter corner of said Section 15; thence easterly along the east-west quarter line of said Section 15 to the easterly right-of-way of STH #113; thence northerly along the said easterly right-of-way line to the southline of the N 1/2 of the SE 1/4 of said Section 10, thence westerly along the southline of the N 1/2 of the SE 1/4 of said Section 10 to the southeast corner of the NE 1/4 of the SW 1/4 of said Section 10; thence westerly to the southwest corner of the NW 1/4 of the SW 1/4 of said Section 10; thence northerly to the west quarter corner of said Section 10; thence northerly along the westline of the NW 1/4 of said Section 10 to the northwest corner of said Section 10; thence easterly along the northline of the NW 1/4 of said Section 10 to the south quarter corner of said Section 3; thence northerly along the north-south quarter line of said Section 3, to the north quarter corner of said Section 3; thence easterly, along the northline of the NE 1/4 of said Section 3, to the northeast corner of said Section 3; thence southerly along the eastline of the NE 1/4 of said Section 3 to the east quarter corner of said Section 3; thence southerly along the eastline of the SE 1/4 of said Section 3 to the northeast corner of said Section 10; thence southerly along the eastline of the NE 1/4 of said Section 10 to the east quarter corner of said Section 10; thence southerly along the eastline of the SE 1/4 of said Section 10 to the northwest corner of said Section 14; thence easterly along the northline of the NW 1/4 of said Section 14 to the north quarter corner of said Section 14; thence easterly along the northline of the NE 1/4 of said Section 14 to the centerline of River Road; thence northerly and northeasterly along the centerline of said River Road to the northline of the S 1/2 of the SW 1/4 of said Section 12; thence easterly along said northline of the S 1/2 of the SW 1/4 of said Section 12 to the northeast corner of the SE 1/4 of the SW 1/4 of said Section 12; thence southerly along the eastline of the SW 1/4 of said Section 12 to the north quarter corner of said Section 13; thence southerly along the eastline of the NE 1/4 of the NW 1/4 of said Section 13 to the southeast corner of the NE 1/4 of the NW 1/4 of said Section 13; thence westerly along the southline of the NE 1/4 of the NW 1/4 of said Section 13 to the southwest corner of the NE 1/4 of the NW 1/4 of said Section



13; thence southerly along the westline of the SE 1/4 of the NW 1/4 of said Section 13 to the northeast corner of Certified Survey No. 1899; thence westerly along the northline of said Certified Survey No. 1899 to the northwest corner of said Certified Survey No. 1899; thence southerly along the west edge of said Certified Survey Map No. 1899 to the centerline of Gilkson Road; thence southerly to a point on the southline of the NW 1/4 of said Section 13 which is 396 feet west of the southeast corner of the NW 1/4 of said Section 13; thence westerly along the southline of the NW 1/4 of said Section 13 to the east quarter corner of said Section 14; thence westerly along the southline of the NE 1/4 of said Section 14 to the southwest corner of the NE 1/4 of said Section 14; thence westerly along the southline of the NW 1/4 of said Section 14 to the westline of the East 1/2 of the SW 1/4 of said Section 14; thence southerly along the westline of the East 1/2 of the SW 1/4 of said Section 14 to the northwest corner of the NE 1/4 of the NW 1/4 of said Section 23; thence southerly along the westline of the NE 1/4 of the NW 1/4 of said Section 23 to the centerline of River Road; thence westerly along the centerline of said River Road to the centerline of Highway 113; thence northwesterly along the centerline of said Highway 113 to the southline of the SE 1/4 of said Section 15; thence westerly along the southline of the SE 1/4 of said Section 15 to the south quarter corner of said Section 15; thence westerly along the southline of the SW 1/4 of said Section 15 to the southeast corner of said Section 16; thence westerly along the southline of the SE 1/4 of said Section 16 to the south quarter corner of said Section 16; thence westerly along the southline of the SW 1/4 of said Section 16 to the northeast corner of said Section 20; thence westerly along the northline of the NE 1/4 of said Section 20 to the northwest corner of the NE 1/4 of the NE 1/4 of said Section 20; thence southerly along the westline of the NE 1/4 of the NE 1/4 of said Section 20 to the southwest corner of the NE 1/4 of the NE 1/4 of said Section 20; thence easterly along the southline of the NE 1/4 of the NE 1/4 of said Section 20 to the southeast corner of the NE 1/4 of the NE 1/4 of said Section 20; thence southerly along the eastline of the NE 1/4 of said Section 20 to the east quarter corner of said Section 20; thence westerly along the southline of the NE 1/4 of said Section 20 to the southwest corner of the NE 1/4 of said Section 20; thence westerly along the southline of the NW 1/4 of said Section 20 to the east quarter corner of said Section 19; thence westerly along



the southline of the NE 1/4 of said Section 19 to the centerline of County Highway "Q"; thence northeasterly along the centerline of said Highway "Q" to the eastline of the NE 1/4 of said Section 19; thence northerly along the eastline of the NE 1/4 of said Section 19 to the southeast corner of said Section 18; thence westerly along the southline of the SE 1/4 of said Section 18 to the south quarter corner of said Section 18; thence westerly along the southline of the SW 1/4 of said Section 18 to the southwest corner of said Section 18; thence northerly along the westline of the SW 1/4 of said Section 18 to the west quarter corner of said Section 18; thence northerly along the westline of the NW 1/4 of said Section 18 to the northwest corner of said Section 18 and the point of beginning.

96-02-165.des

Revised:9/16/96

Revised:9/17/96

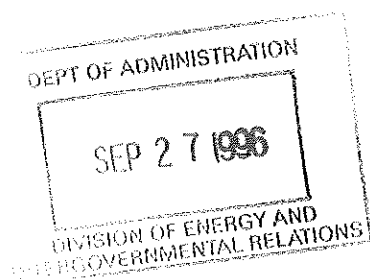
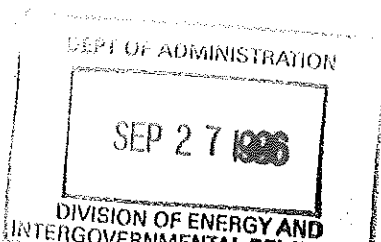


EXHIBIT D

LONG-TERM GROWTH BOUNDARY

Sections 4, 5, 6, 7, 8, 9, 15, 17, and 18 and parts of Sections 3, 10, 14, 16, 22, and 23, T8N, R9E, Town of Westport and Village of Waunakee, Dane County, Wisconsin, To-wit: Beginning at the northwest corner of said Section 6; thence easterly along the northline of the NW 1/4 of said Section 6 to the north quarter corner of said Section 6; thence easterly along the northline of the NE 1/4 of said Section 6 to the northwest corner of said Section 5; thence easterly along the northline of the NW 1/4 of said Section 5 to the north quarter corner of said Section 5; thence easterly along the northline of the NE 1/4 of said Section 5 to the northwest corner of said Section 4; thence easterly along the northline of the NW 1/4 of said Section 4 to the north quarter corner of said Section 4; thence easterly along the northline of the NE 1/4 of said Section 4 to the northwest corner of said Section 3; thence easterly along the northline of the NW 1/4 of said Section 3 to the north quarter corner of said Section 3; thence southerly along the eastline of the NW 1/4 of said Section 3 to the northeast corner of the SW 1/4 of said Section 3; thence southerly along the eastline of the SW 1/4 of said Section 3 to the north quarter corner of said Section 10; thence southerly along the eastline of the NW 1/4 of said Section 10 to the northeast corner of the SW 1/4 of said Section 10; thence southerly along the eastline of the SW 1/4 of said Section 10 to the north quarter corner of said Section 15; thence easterly along the northline of the NE 1/4 of said Section 15 to the northwest corner of said Section 14; thence easterly along the northline of the NW 1/4 of said Section 14 to the north quarter corner of said Section 14; thence N89°51'02"E, along the northline of the NE 1/4 of said Section 14, 2,314.59 feet; thence S00°08'23"W, 266.05 feet; thence N89°51'02"E, 140.20 feet to the northwest corner of Certified Survey No. 553; thence S00°30'23"W, 300.02 feet to the southwest corner of said Certified Survey; thence N89°51'02"E, 3.05 feet; thence S00°08'23"W, 300.00 feet; thence N89°51'02"E, 200.00 feet to the westerly right-of-way of River Road; thence S00°08'23"W along said westerly right-of-way 838.01 feet to a point of curve; thence southwesterly, continuing along said westerly right-of-way, on a



curve to the right which has a radius of 917.00 feet and a chord which bears S18°00'17"W, 562.63 feet; thence S35°52'13"W, continuing along said westerly right-of-way, 508.33 feet to the southline of the NE 1/4 of said Section 14; thence westerly along the southline of the NE 1/4 of said Section 14 to the southwest corner of the NE 1/4 of said Section 14; thence westerly along the northline of the SW 1/4 of said Section 14 to the northeast corner of the NW 1/4 of the SW 1/4 of said Section 14; thence southerly along the eastline of the W 1/2 of the SW 1/4 of said Section 14 to the northeast corner of the NW 1/4 of the NW 1/4 of said Section 23; thence southerly along the westline of the NE 1/4 of the NW 1/4 of said Section 23 660.81 feet; thence N89°20'19"W, 664.06 feet; thence S01°27'23"W to the centerline of River Road; thence westerly along the centerline of said River Road to the centerline of Highway 113; thence northwesterly along the centerline of said Highway 113 to the southline of the SE 1/4 of said Section 15; thence westerly along the southline of the SE 1/4 of said Section 15 to the south quarter corner of said Section 15; thence westerly along the southline of the SW 1/4 of said Section 15 to the southeast corner of said Section 16, thence westerly along the southline of the SE 1/4 of said Section 16 to the southeast corner of the SW 1/4 of the SE 1/4 of said Section 16; thence northerly along the eastline of the SW 1/4 of the SE 1/4 of said Section 16 to the northeast corner of the SW 1/4 of the SE 1/4 of said Section 16; thence westerly along the northline of the SW 1/4 of the SE 1/4 of said Section 16 to the westline of the SE 1/4 of said Section 16; thence southerly along the eastline of the SW 1/4 of said Section 16 to a point on the northline extended of Lot 1 of Certified Survey No. 4483; thence westerly along the northline of Lot 1 of said Certified Survey No. 4483 to the northwest corner of said Lot 1; thence southerly along the westline of said Lot 1 to the southwest corner of said Lot 1; thence westerly along the southline extended of said Lot 1, 83.17 feet; thence southerly along the edge of Lot 2 of said Certified Survey No. 4483 to the southline of the SW 1/4 of said Section 16; thence westerly along the southline of the SW 1/4 of said Section 16 to the southeast corner of said Section 17; thence westerly along the southline of the SE 1/4 of said Section 17 to the south quarter corner of said Section 17; thence westerly along the southline of the SW 1/4 of said Section 17 to the southeast corner of said Section 18; thence westerly along the southline of the SE 1/4 of said Section 18 to

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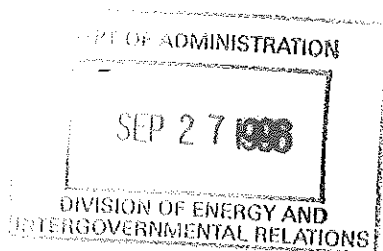
DIVISION OF ENERGY AND
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the south quarter corner of said Section 18; thence westerly along the southline of the SW 1/4 of said Section 18 to the southwest corner of said Section 18; thence northerly along the westline of the SW 1/4 of said Section 18 to the west quarter corner of said Section 18; thence northerly along the westline of the NW 1/4 of said Section 18 to the southwest corner of said Section 7; thence northerly along the westline of the SW 1/4 of said Section 7 to the west quarter corner of said Section 7; thence northerly along the westline of the NW 1/4 of said Section 7 to the southwest corner of said Section 6; thence northerly along the westline of the SW 1/4 of said Section 6 to the west quarter corner of said Section 6; thence northerly along the westline of the NW 1/4 of said Section 6 to the northwest corner of said Section 6 and the point of beginning.

96-02-165.des

Revised: 9/16/96

Revised: 9/17/96



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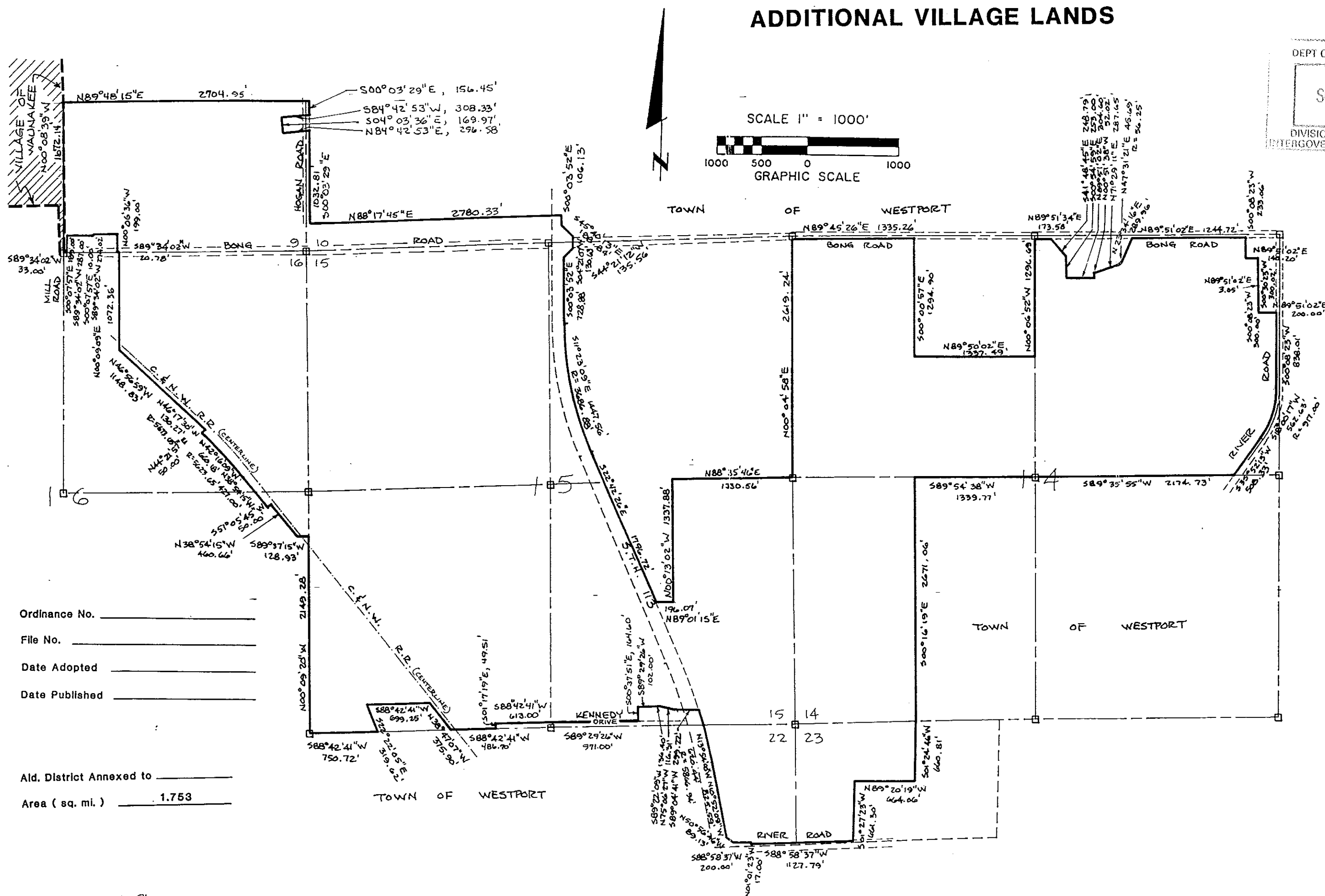
MAP A

ADDITIONAL VILLAGE LANDS

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Ordinance No. _____

File No. _____

Date Adopted _____

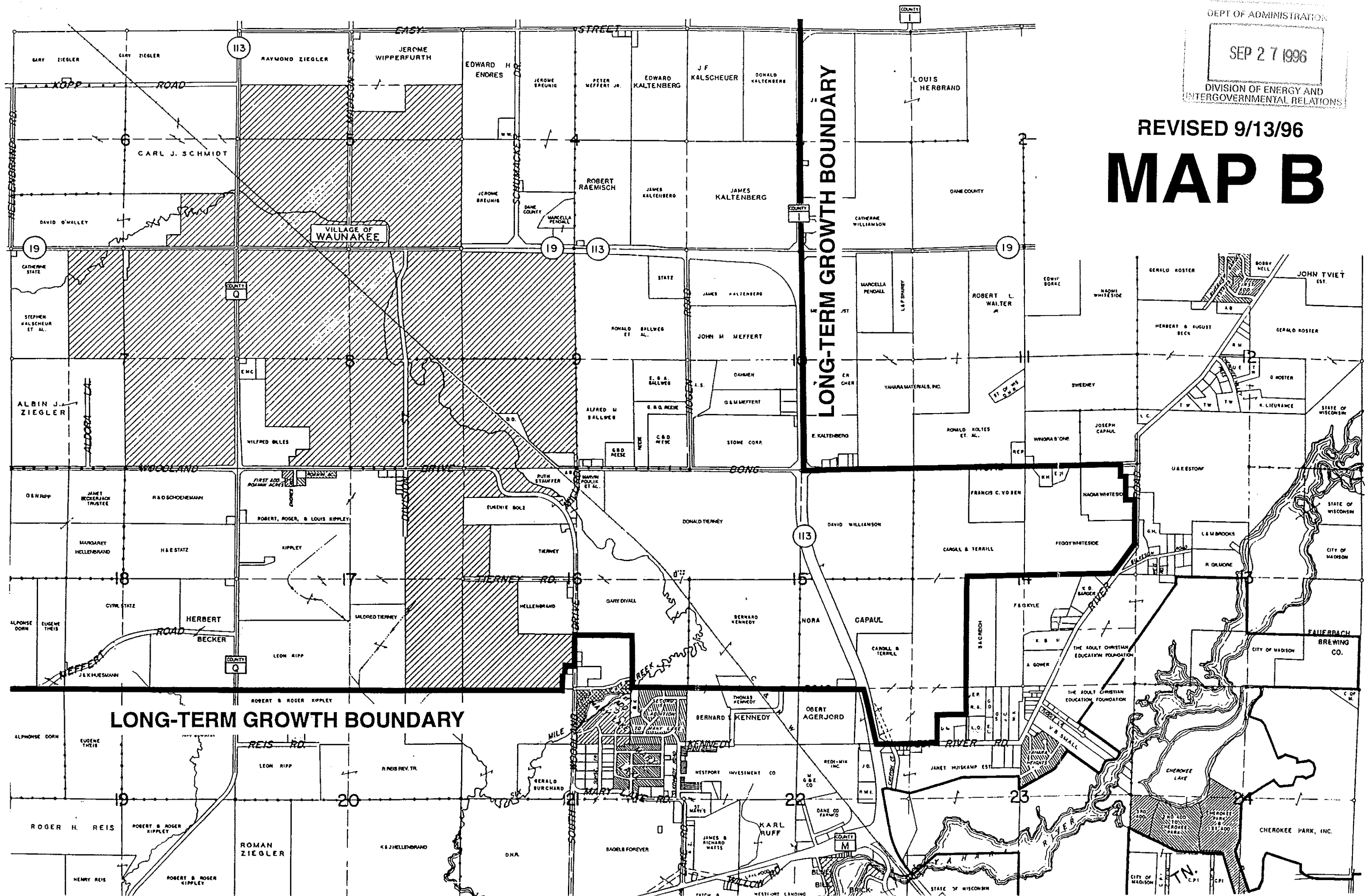
Date Published _____

Ald. District Annexed to _____

Area (sq. mi.) 1.753

DIVISION OF ENERGY AND INTERGOVERNMENTAL RELATIONS

MAP B



MAP C

