

Document Number

Document Title

REGISTER'S OFFICE
County of Monroe, WI

Received for record this 16
day of Dec A.D., 2013
at 12:30 o'clock P M.
W. E. Martin Register

Recording Area

Name and Return Address
Sue Donskey
Village of Rockland
P.O. Box 124
Rockland, WI 54653

39/pd

I DO CERTIFY: That I have caused to be posted three copies of this ordinance in three public places in the Village of Rockland and also published a notice in the Coulee News. The Village of Rockland has no official newspaper and can post in lieu of publication.

Parcel Identification Number (PIN)

Sue Donskey, Rockland Village Clerk

Attached documents drafted by Attorney Patrick Houlihan

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

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

WRDA Rev. 12/22/2010

**BOUNDARY AGREEMENT
BETWEEN THE VILLAGE OF ROCKLAND AND THE TOWN OF SPARTA**

This Boundary Agreement ("Agreement") is made by and between the Village of Rockland, La Crosse County, Wisconsin, (the "Village") and the Town of Sparta, Monroe County, Wisconsin, (the "Town") in accordance with §66.0301(6) of the Wisconsin Statutes.

WHEREAS, Chorney Holdings, LLP, d/b/a Rockland Flooring Company, LLC, has requested annexation to the Village of Rockland, La Crosse County, Wisconsin; and

WHEREAS, the territory that Chorney Holdings, LLP has petitioned for annexation is more fully described and depicted on the attached Exhibits 'A' and 'B'; and

WHEREAS, said territory is located within the Town of Sparta, Monroe County, Wisconsin; and

WHEREAS, the Village and the Town, in accordance with the provisions of §66.0301, agree to establish a common boundary line between the Village and Town.

NOW, THEREFORE, the Village and the Town enter into this agreement in accordance with §66.0301(6), Wis. Stats., to provide as follows:

I. SPECIFIED BOUNDARY LINES.

With respect to the Village of Rockland within the Town of Sparta, the Village shall not expand or extend beyond the limits of the Rockland Flooring Company, LLC's annexation within the Town and shall be the specified boundary lines on the effective date of this agreement which is expected to be the date of the approval of the annexation of the Rockland Flooring Company, LLC's property by the Sparta Town Board first and then the Village of Rockland.

II. FUTURE BOUNDARY CHANGES.

No future boundary changes as to the Town of Sparta and the Village of Rockland shall occur unless and such changes with respect to the boundary lines of the Village of Rockland within the Town of Sparta are expressly approved by the Town of Sparta.

III. STREET OR ROAD MAINTENANCE.

It's understood that the Village of Rockland shall be responsible for maintenance on that portion of what's known as "Rock Street" at Iberia Avenue that will be located within the Village of Rockland.

It is further agreed that the boundary of the lands within Rockland shall include the entire 60 feet of roadway known as Iberia Avenue.

It's further understood that the roadway east of Rockland Flooring Company, LLC known as Iberia will be maintained and located within the Town of Sparta, Monroe County, Wisconsin.

IV. FIVE YEAR PROPERTY TAX PAYMENT.

Although §66.0217(14)(a), Wis. Stats., provides that no annual payment be made to the Town for five years if the City and Town enter into a Boundary Agreement under §66.0301, Wis. Stats., the Village agrees notwithstanding said provision to make the annual payment to the Town of Sparta for five years, in an amount equal to the amount of property taxes that the town levied on the annexed territory in the year in which the annexation is final.

V. WISCONSIN LAW.

This agreement shall be governed by, construed, interpreted and in full force and accordance with the laws of the State of Wisconsin and in particular, §66.0301(6), Wis. Stats.

VI. AMENDMENT.

This agreement may be amended by mutual agreement approved by the governing bodies of both parties subject to the requirements of law.

VII. COMPLETE AGREEMENT.

This agreement represents the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers as of the date opposite their name.

VILLAGE OF ROCKLAND

BY: Linda Young
Linda Young, Village President

Date: July 16, 2013

BY: Sue Donskey
Sue Donskey, Village Clerk

Date: July 16, 2013

TOWN OF SPARTA

BY: Howard B Garves
Howard Garves, Town Chair

Date: July 16, 2013

BY: Sue Ellen Justin
Sue Ellen Justin, Town Clerk

Date: 7-16-13

VILLAGE OF ROCKLAND

ORDINANCE NO.: 15.5

AN ORDINANCE to annex a parcel of land from the Town of Sparta, Monroe County, Wisconsin to the Village of Rockland, Wisconsin.

THE VILLAGE BOARD of The Village of Rockland, La Crosse County, Wisconsin, does ordain as follows:

SECTION I. A proper petition having been presented to the Village Board of the Village of Rockland praying annexation of the following territory, to-wit:

A parcel of land located in part of the SW1/4-NW1/4, Section 31, Township 17 North, Range 4 West, Town of Sparta, Monroe County, Wisconsin:

Commencing at the northwest corner of Section 31, Township 17 North, Range 4 West; thence S00°06'20"E along the west line of the Fractional NW1/4-NW1/4 of Section 31, 1149.63 feet to the Point of Beginning:

Thence N89°33'56"E 1315.04 feet to the East line of the Fractional W1/2 of the NW1/4;

Thence S00°16'27" E along the East line of the Fractional W1/2 of the NW1/4 662.01 feet to the Northeast corner of Lot 1 of Certified Survey Map (CSM) Volume 11, Page 70 as Document No. 454166;

Thence continuing South along the East line of said Lot 1 of CSM Volume 11, Page 70, to a point of intersection with the north line of a railroad right of way on the southeasterly side of Lot 1 of 11 CSM 70;

Thence southwesterly along said northern railroad right of way line to a point of intersection with the south line of the Fractional W1/2 of the NW1/4, also being the south line of said Lot 1 of CSM Volume 11, Page 70;

Thence west along said south line to the Southwest corner of said Lot 1 of CSM Volume 11, Page 70 to the Southeast corner of Lot 1 of Certified Survey Map Volume 9, Page 99 as Document No. 427218;

Thence West along the south line of CSM Volume 9, Page 99 to the southwest corner of said CSM, point being on the west line of the Fractional W1/2 of the NW1/4;

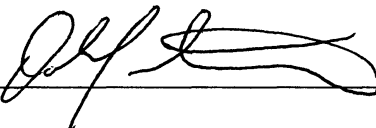
Thence north along the west line of said CSM Volume 9, Page 99 and west line of the Fractional W1/2 of the NW1/4 to the northwest corner of CSM;

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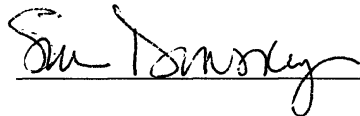
Thence continuing N00°06'20"W along the west line of the Fractional W1/2 of the NW1/4 662.01 feet to the point of beginning.

SECTION II: Payment to the Town of Sparta. Pursuant to Wisconsin Statute §66.0217(14), the Village Board agrees to pay to the Town of Sparta, Monroe County, Wisconsin, annually for five years an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under Wisconsin Statute §70.65 in 2013 (the year in which the annexation is final).

SECTION III: EFFECTIVE DATE: This Ordinance shall take effect upon its enactment.

A handwritten signature in black ink, appearing to read "Ole Mathison", written over a horizontal line.

Ole Mathison, Acting Village President

A handwritten signature in black ink, appearing to read "Sue Donskey", written over a horizontal line.

Sue Donskey, Village Clerk

Passed: 8/6/13

Approved: 8/6/13

Posted: _____

Village of Rockland, Wisconsin
Annexation Map - April 10th, 2013

