

**BOUNDARY AGREEMENT
BETWEEN THE
CITY OF HARTFORD,
THE TOWN OF ERIN, THE TOWN OF HARTFORD,
AND
THE TOWN OF RICHFIELD**

AGREEMENT entered into this 18th day of January 2007 by and between the City of Hartford ("City"), and the Towns of Erin ("Erin"), Hartford, ("Hartford"), and Richfield ("Richfield"), Wisconsin.

I. RECITALS.

WHEREAS, Richfield has filed a petition for incorporation with the Circuit Court for Washington County (Case No. 06 CV 487) as a Village pursuant to Wis. Stat. § 66.0203(3)(a); and

WHEREAS, the City, Erin, and Hartford have intervened in Case Number 06 CV 487 regarding the validity of Richfield's incorporation petition; and

WHEREAS, Wis. Stat. § 66.0225 allows parties to any action, proceeding or appeal in court for the purpose of testing the validity or invalidity of any annexation, incorporation, consolidation or detachment, to enter into a written stipulation, compromising and settling any such litigation and determining the common boundary line between the municipalities; and

WHEREAS, the Parties desire to work together to arrive at a mutually agreeable resolution to questions currently outstanding issues regarding Richfield's incorporation and thereby avoid the delay, expense, and uncertainty resulting from protracted litigation; and

NOW, THEREFORE, in consideration of the mutual promises herein stated, relief from the uncertainty and expense of litigation, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

II. SETTLEMENT OF LITIGATION.

Pursuant to Wis. Stat. § 66.0225, the parties shall execute and submit a stipulated settlement to the Court for resolution of the above-referenced lawsuit by the entry of a judgment incorporating by reference the terms of this Agreement.

III. RICHFIELD'S BORDERS ESTABLISHED.

- A. Richfield's borders in relationship to the parties shall be fixed as set forth in Exhibit A for a period of twenty (20) years following the date of the Court's approval of the Stipulation provided for in Section II of this Agreement.
- B. Richfield shall not accept or grant any annexations from Erin or Hartford for a period of twenty (20) years following the date of the Court's approval of the Stipulation provided for in Section II of this Agreement.

C. Richfield shall not exercise extraterritorial plat approval jurisdiction where the City has such authority, nor extraterritorial zoning authority in areas where the city has such authority for a period of twenty (20) years following the date of the Court's approval of the Stipulation provided for in Section II of this Agreement provided, however, that:

1. Richfield may exercise extraterritorial plat approval jurisdiction in areas, if any, where the City removes or does not exercise its own extraterritorial plat approval jurisdiction.
2. Richfield may exercise extraterritorial zoning authority in areas, if any, where the City removes or does not exercise its own extraterritorial zoning authority.

D. Richfield shall not exercise extraterritorial plat approval or zoning authority jurisdiction within the Town of Erin. However, if the Town of Erin allows development inconsistent with its adopted comprehensive map and/or comprehensive plan in sections 1, 12, 13, 14, 24, 25 & 36, Richfield may elect to exercise extraterritorial plat and zoning authority.

I. INCORPORATION OF RICHFIELD.

- A. Upon approval of the Stipulation provided for in Section II of this Agreement, the City shall withdraw its intervening status concerning Richfield's incorporation petition.
- B. The City, Erin, and Hartford shall each adopt a resolution supporting Richfield's incorporation petition.

I. ENFORCEMENT OF AGREEMENT.

- A. This Agreement shall be for twenty (20) years and shall be enforceable through the Circuit Court for Washington County. However, nothing herein shall limit the parties, through mutual agreement to consent to any issue being resolved by written agreement of the affected parties or through mediation or arbitration subject to the final approval of the circuit court.
- B. This Agreement shall apply equally to the Town of Richfield and to any successor incorporated municipality created to govern the territory of Richfield. References to Richfield in this Agreement shall be deemed to include its successor entity.
- C. Notwithstanding anything in this Agreement to the contrary, Richfield's obligations under this Agreement shall be contingent upon its incorporation as a Village pursuant to the laws of the State of Wisconsin.

I. SEVERABLE PROVISIONS.

In the event any provision of this Agreement or any part thereof is held by a court of competent jurisdiction to be invalid or ineffective, this Agreement shall be null and void. In such event, however, the Parties shall meet as soon as practicable and use their best efforts to reach an alternative agreement.

II. PERFORMANCE STANDARD.

This Agreement requires the parties to act or to refrain from acting on a number of matters. The Parties hereby agree to adopt whatever ordinances or enter into whatever agreements as may be necessary to accomplish the intent of this Agreement. The parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the timely consent or approval shall not be unreasonably withheld.

III. EXHIBITS.

For purposes of the execution of this Agreement, the Parties have Exhibit A in a form that they believe to be accurate. The Parties agree, however, that Exhibit A may be corrected without need for hearing without need for a hearing in the event of any error in the legal description(s) set forth therein.

IV. COMPLETE AGREEMENT.

This Agreement is the complete agreement of the parties with respect to the matters covered by this Agreement and it shall supersede all prior agreements or municipal policies, resolutions, or ordinances to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein. This Agreement shall be filed with the Register of Deeds of Washington County. This Agreement may be introduced into evidence by any party without objection in any action to enforce the terms of this Agreement.


V. 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 other of that party's 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.

VI. NO THIRD PARTY BENEFICIARY.

This Agreement is intended to be solely among the parties set forth below. Nothing in this Agreement grants any third party beneficiary rights to any non-party that may be enforced by any non-party to this Agreement. The individuals signing on behalf of each party warrants that their respective governing body has duly authorized entry into this Settlement Agreement.

ATTEST:


Lori Hetzel
City Clerk

CITY OF HARTFORD

By: 
Scott M. Henke,
Mayor


ATTEST:


Pamela S. Spranger
Town Clerk

TOWN OF RICHFIELD

By: 
Diane Pedersen,
Town Chair


ATTEST:


Brenda Klemmer,
Town Clerk

TOWN OF ERIN

By: 
Dennis Kenealy,
Town Chair

ATTEST:


Marvin Justman,
Town Clerk

TOWN OF HARTFORD

By: 
James Bennett,
Town Chair