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INTERGOVERNMENTAL COOPERATIVE PLAN UNDER
WISCONSIN STATUTE SEC. 66.0307 AGREEMENT BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

Recording Area

Name and Return Address

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SEE ATTACHED

Parcel Identification Number (PIN)

LEGAL DESCRIPTIONS:

SEE ATTACHED

THIS INSTRUMENT WAS DRAFTED BY:

Attorney Thomas J. Levi
State Bar No. 1002305

Attorney John St. Peter
State Bar No. 1016293

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**INTERGOVERNMENTAL COOPERATIVE PLAN UNDER WISCONSIN STATUTE
SEC. 66.0307 AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE
TOWN OF EMMET**

History of Planning Process Between City of Watertown and Town of Emmet

The City of Watertown, Wisconsin, (“City”) and the Town of Emmet, Dodge County, Wisconsin (the “Town”) began their planning process to allow for an orderly transition of certain real property in the Town into the boundaries of the City in the future as well as to delineate and limit the City’s exercise of its extraterritorial zoning control in the Town in 1998. The results of those negotiations resulted in the original Intermunicipal Cooperative Agreement between the parties, dated January 1, 2000. The effective date of this Agreement was between January 1, 2000 and June 10, 2013. This original Agreement was reviewed beginning in 2010 between the City and the Town and resulted in the extensive amendments to the original Intermunicipal Cooperative Agreement, and was delineated the “Restated Intermunicipal Cooperative Agreement between the City of Watertown and the Town of Emmet dated June 11, 2013,” which was recorded in the Office of the Register of Deeds in Dodge County, Wisconsin, as Document No. 1198481. The effective dates of the Restated Intermunicipal Cooperative Agreement extend from June 11, 2013 through September 28, 2014. The “Restated Agreement” cured several deficiencies in the “Original Agreement” and further contemplated that the parties would strive to reach yet an additional Agreement which would call for mandatory boundary adjustments and provide a process by which the parties could proceed to forecast development needs and values as well as implement planning strategies to enhance the total development of the Town’s property within the extraterritorial jurisdiction of the City. After further negotiations, the attached Intergovernmental Cooperative Plan Agreement between the parties was developed. The parties have agreed that the effective dates of the attached Intergovernmental Cooperative Plan Agreement will run from the beginning date on September 24, 2014 through the termination date on December 31, 2032.

Overview of Land Use Restrictions in the Plan Document Between the City and Town

The Cooperative Plan Agreement recognizes the separation of the extraterritorial jurisdiction area of the Town into two distinct sections: the City Growth Area (Exhibit B “I”) and the Town Growth Area (Exhibit B “II”). The Town Growth Area is under the exclusive zoning, land use and subdivision control provisions of the Town’s regulatory codes. The City Growth Area remains in the Town, but all of the real property in the City Growth Area is subject to zoning, land use and subdivision control by the Town, only after the City has exercised its exclusive jurisdiction to approve any zoning amendments, land use restrictions, conditional use permits, variances, land divisions and subdivision controls under the relevant City Codes, as from time to time are amended. In the City Growth Area there are extensive regulations pertaining to residential development (see Section 6.04 (a.) of Agreement), as well as extensive restrictions on retail, commercial, business and industrial development (see Section 6.04 (b.) of Agreement).

In addition to the land use restrictions, a specific procedure for boundary adjustments and detachment of land from the Town in the City Growth Area and attachment to the City are delineated (see Section VIII. of Agreement). In addition, there are specific boundary

adjustments of identified properties already mandated under the terms of the Agreement, as outlined in the next Section of this Introduction. There is also power conferred on the City to attach “functional town islands” if any so arise in the future under the City’s sole determination (see Section 8.06 of Agreement). Otherwise, all boundary attachments are driven by a petition from property owners or prospective property owners in the City Growth Area. Further examination of the Agreement will be necessary to see how it effects future transaction involving real properties within the City Growth Area.

The provisions of the attached Agreement are controlling and interested parties are encouraged to review the Agreement in its entirety.

Real Property Descriptions and Parcel Identifications of Property in City Growth Area

Immediately behind this Recording Coversheet is a list of the real properties affected by this Agreement, including the brief real estate description, Parcel Identification Number and current owners as of the date of the recording of this instrument.

Approval of Cooperative Plan by the Wisconsin Department of Administration

Attached as the final exhibit to this instrument is the approval and authorization letter from the Wisconsin Department of Administration approving the Cooperative Plan between the City and the Town pursuant to Section 66.0307(5), Wis. Stats.

Effective Dates of Intermunicipal Agreements and Boundary Adjustments

The three Agreements that have been entered into between the City and the Town cover different time periods since their original adoption. The effective dates of each of these Agreements are outlined below:

Intermunicipal Cooperative Agreement	January 1, 2000 – June 10, 2013
Restated Intermunicipal Cooperative Agreement	June 11, 2013 – September 28, 2014
Intergovernmental Cooperative Plan Agreement	September 29, 2014 – December 31, 2032

Within the current Agreement attached hereto, mandatory boundary adjustments are contemplated that will take place over the next ten (10) years as they pertain to specific areas within the City Growth Area. These areas are outlined more specifically on Exhibit “C” to the Intergovernmental Cooperative Plan Agreement, dated September 29, 2015, and are outlined in more detail in Section 3.02 of the Agreement. The specific dates of boundary adjustments for the four (4) Areas outlined in Section 3.02 are as follows:

Welsh Road Area	Exhibit C – Area “1”	September 29, 2017
Brandt – Quirk Park Railroad Right-of Way Area	Exhibit C – Area “2”	September 29, 2015

Highway 16 Railroad
Right-of-Way Area

Exhibit C – Area “3”

September 29, 2015

Highway 16 Residential
Area

Exhibit C – Area “4”

on for before September 29, 2024*

*the adjustment of the boundaries in this Area will occur by the date indicated unless it is necessary to require individual properties and adjoining properties contiguous to the City corporate boundary, if necessary to maintain a uniform City boundary, in the event any such properties experience either failing current wells and/or failing current sanitary septic systems requiring the property owner(s) to attach their property(ies) in order to obtain municipal water services and/or sanitary sewer services.

PARCEL IDENTIFICATION NUMBERS AND REAL ESTATE DESCRIPTIONS (BY INDIVIDUAL PARCELS) FOR LAND SUBJECT TO CITY GROWTH AREA
 LAND USE RESTRICTIONS IN THE INTERGOVERNMENTAL COOPERATIVE PLAN UNDER WISCONSIN STATUTE SECTION 66.0307
 BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET

ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-1911-001	ARTHUR P MELCHER KAREN MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098	W7319 COUNTY ROAD Q	THAT PT NE1/4 SEC 19 COM 907.5 FT W OF NE COR ON SEC LN TH S 2640 FT TH W ON 1/4 LN 1732.5 FT TO SW COR TH N ON W LN 1131.43 FT TH E // TO N LN 1155 FT TH N // TO W LN 1508.57 FT TO N LN TH E 577.5 FT TO POB EX HWY DESC IN V364 P10 EX CSM 289 IN V6 P11 (INCLUDES CSM 5150 IN V33 P183) EX PARC DESC IN DOC# 1113241
016-0915-1911-002	BRENT M KREMER ROZILAND M KREMER JAMES L HOLDEN CLAUDIA A HOLDEN	W7263 COUNTY ROAD Q WATERTOWN, WI 53098	W7263 COUNTY ROAD Q	LOT 1 CSM 5807 IN V38 P227 BEING PT NE1/4 NE1/4 SEC 19
016-0915-1912-001	RUSSELL W SMITH VICTORIA L SMITH	N1259 WELSH RD WATERTOWN, WI 53098	N1259 WELSH RD	LOT 1 CSM 4932 IN V32 P3 BEING PT NW1/4 NE1/4 SEC 19
016-0915-1913-000	WAYNE SMITH RUSSELL SMITH MARVIN SMITH	W7449 COUNTY ROAD Q WATERTOWN, WI 53098		THAT PT W 1155 FT OF N 1508.57 FT OF W1/2 NE1/4 SEC 19 LYG IN SW1/4 NE1/4 SEC 19
016-0915-1913-002	WISCONSIN ELECTRIC POWER CO	231 W MICHIGAN ST MILWAUKEE, WI 53201	N1171 WELSH RD	LOT 1 OF CSM 289 IN V6 P11 BEING PT SW1/4 NE1/4 SEC 19
016-0915-1913-003	ARTHUR P MELCHER KAREN MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098	WELSH RD	LOT 3 CSM 5150 IN V33 P183 BEING PT SW1/4 NE1/4 SEC 19
016-0915-1913-004	JAMES D MELCHER ELIZABETH A MELCHER	N1145 WELSH RD WATERTOWN, WI 53098		LOT 1 CSM 5150 IN V33 P183 BEING PT SW1/4 NE1/4 SEC 19
016-0915-1913-005	JAMES D MELCHER ELIZABETH A MELCHER	N1145 WELSH RD WATERTOWN, WI 53099	N1145 WELSH RD	LOT 2 CSM 5150 IN V33 P183 BEING PT SW1/4 NE1/4 SEC 19
016-0915-1914-001	ADAM R WALTER HEATHER M WALTER	W5301 FRENCH RD JOHNSON CREEK, WI 53038		SW1/4 NW1/4 SEC 20 ALSO A STRIP OF LAND ON E SIDE OF NE1/4 SEC 19 TO BE OF EQUAL WIDTH OF 907.5 FT EX COM 20 FT N OF SE COR SEC 19 TH W 907.5 FT // TO S LN TH S 20 FT TH E 940.5 FT ON S LN & INTO SEC 20 TH NW TO POB EX HWY DESC IN V363 P586 EX CSM 2415 IN V14 P418 EX CSM DOC #1135323 IN ERROR (2009) THAT PT SE1/4 & SW1/4 OF NE1/4 SEC 19 AS DESC IN DOC# 1113241
016-0915-1914-002	ARTHUR P MELCHER KAREN L MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098	WELSH RD	NE1/4 NW1/4 SEC 19 EX HWY DESC IN V364 P4 ALSO THAT PT
016-0915-1921-000	WAYNE SMITH RUSSELL SMITH MARVIN SMITH	W7449 COUNTY ROAD Q WATERTOWN, WI 53098	W7465 COUNTY ROAD Q W7449 COUNTY ROAD Q	OF FOLLOWING LYG IN NW1/4 NE1/4 SEC 16. COM NW COR TH E 1155 FT TH S // TO E LN 1508.57 FT TH W // TO N LN 1155 FT TO W LN TH N TO POB EX HWY DESC IN V363 P444 EX
016-0915-1922-000	EDWARD A KOEHLER	W7669 COUNTY ROAD Q WATERTOWN, WI 53098		FRAC NW1/4 NW1/4 SEC 19 EX L33 AC HWY DESC IN V363 P498
016-0915-1923-000	EDWARD A KOEHLER	W7669 COUNTY ROAD Q WATERTOWN, WI 53098		FRAC SW1/4 NW1/4 SEC 19
016-0915-1924-000	WAYNE SMITH RUSSELL SMITH MARVIN SMITH	W7449 COUNTY ROAD Q WATERTOWN, WI 53098		SE1/4 NW1/4 SEC 19
016-0915-1931-000	EUGENE P COUGHLIN VICTORIA COUGHLIN	N901 WELSH RD WATERTOWN, WI 53098		NE1/4 SW1/4 SEC 19

LAND USE RESTRICTIONS IN THE INTERGOVERNMENTAL COOPERATIVE PLAN UNDER WISCONSIN STATUTE SECTION 66.0307
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET

ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-1932-000	WAYNE SMITH RUSSELL SMITH MARVIN SMITH	W7449 COUNTY ROAD Q WATERTOWN, WI 53098		NW1/4 SW1/4 SEC 19 ✓
016-0915-1933-000	EUGENE P COUGHLIN VICTORIA COUGHLIN	N901 WELSH RD WATERTOWN, WI 53098		FRAC SW1/4 SW1/4 SEC 19 ✓
016-0915-1934-001	TOWN OF EMMET	N1690 STATE ROAD 16 & 26 WATERTOWN, WI 53098		PT SE1/4 SW1/4 SEC 19 BEING S 33 FT OF E 454 FT OF SD 1/4 1/4 ALSO 66 FT WIDE STRIP LYG 33 FT ON EITHER SIDE OF FOLL DESC CL: COM S1/4 COR SD SEC 19 TH S 89DEG 40MIN W ALG S LN SD SW1/4 454 FT TO POB OF CL TH N 3DEG 40MIN W 303 FT TO TERMINATION OF SD CL SE1/4 SW1/4 SEC 19 EX THAT PT SD 1/4 1/4 AS DESC IN V867 P921
016-0915-1934-002	CHRISTOPHE J COUGHLIN KRISTIE D COUGHLIN	W7376 WELSH RD WATERTOWN, WI 53098	N901 WELSH RD N897 WELSH RD	SE1/4 SW1/4 SEC 19 EX THAT PT SD 1/4 1/4 AS DESC IN V867 P921
016-0915-1941-000	COUGHLIN LIVING TRUST	N1096 WELSH RD WATERTOWN, WI 53098	N1096 WELSH RD	NE1/4 SE1/4 SEC 19 ✓
016-0915-1942-000	JAMES R COUGHLIN HELEN M COUGHLIN	N1015 WELSH RD WATERTOWN, WI 53098	N1015 WELSH RD	NW1/4 SE1/4 SEC 19 ✓
016-0915-1943-000	EUGENE P COUGHLIN VICTORIA COUGHLIN	N901 WELSH RD WATERTOWN, WI 53098		W1/2 OF SW1/4 SE1/4 SEC 19 ✓
016-0915-1943-001	GERALD L COUGHLIN TRUST BONNIE R COUGHLIN TRUST	N919 WELSH RD WATERTOWN, WI 53098	N919 WELSH RD	E1/2 OF SW1/4 SE1/4 SEC 19 EX HWY DESC IN DOC# 1114372
016-0915-1944-000	COUGHLIN LIVING TRUST	N1096 WELSH RD WATERTOWN, WI 53098		N1/2 OF SE1/4 SE1/4 SEC 19 ✓
016-0915-1944-001	EUGENE P COUGHLIN VICTORIA COUGHLIN	N901 WELSH RD WATERTOWN, WI 53098		S1/2 OF SE1/4 SE1/4 SEC 19 EX HWY DESC IN DOC# 1119708
016-0915-2011-000	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098		N1/2 OF NE1/4 SEC 20 EX N 10 AC LYG W OF CL STH 26 EX HWY DESC IN V589 P492 EX THAT PT LYG WLY OF STH 26 AS DESC IN V683 P313 EX HWY DESC IN DOC# 1115195
016-0915-2011-002	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583	N1233 COUNTY ROAD L	LOT 2 CSM 3831 IN V23 P172 BEING PT NE1/4 NE1/4 SEC 20 EX THAT PT BEING PT OF ROW PER TPP# 1390-04-24-4.06
016-0915-2011-003	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583		THAT PT LOT 1 CSM 3831 IN V23 P172 BEING PT NE1/4 NE1/4 SEC 20 DESC IN DOC# 1123192 (PARC 3 REMNANT 3 ON PAGE 32) CORRECTED IN DOC# 1124929
016-0915-2012-000	L & N M ENTERPRISESLLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066	COUNTY ROAD Q	LOT 1 CSM 3428 IN V20 P209 BEING PT NW1/4 NE1/4 & PT NE1/4 NE1/4 SEC 20 EX HWY DESC IN DOC# 1113070 EX THAT
016-0915-2012-001	L & N M ENTERPRISESLLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		LOT 1 CSM 3831 IN V23 P172 BEING PT NE1/4 NE1/4 & PT NW1/4 NE1/4 SEC 20 EX HWY & UNPLATTED LANDS DESC IN DOC# 1123192 (CORRECTED IN DOC# 1124929)
016-0915-2012-002	L & N M ENTERPRISESLLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066	COUNTY ROAD Q	LOT 1 CSM 3428 IN V20 P209 BEING PT NW1/4 NE1/4 & PT NE1/4 NE1/4 SEC 20 EX HWY DESC IN DOC# 1113070 EX THAT
016-0915-2013-000	GARY L SCHMIDT BETHEL A SCHMIDT	N1131 COUNTY ROAD L WATERTOWN, WI 53098	N1131 COUNTY ROAD L	PT SHOWN AS "REMAINING 276 AC" ON TPP 1390-04-24-4.06 SW1/4 NE1/4 SEC 20 EX E 260 FT OF S 125 FT ALSO THAT PT OF SE1/4 NE1/4 SEC 20 LYG W HWY DESC IN V588 P347 EX HWY EX HWY IN SD V588 P347 EX HWY DESC IN DOC# 1123808 EX THAT PT LYG W OF SD DOC# 1123808
016-0915-2013-001	THOMAS L BRUMM JOANN C BRUMM	W6960 KILN DR WATERTOWN, WI 53098	W6960 KILN DR	E 260 FT OF S 125 FT OF SW1/4 NE1/4 SEC 20 EX 0.04 AC HWY DESC IN V590 P665

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PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2014-000	GARY L SCHMIDT BETHEL A SCHMIDT	N1131 COUNTY ROAD L WATERTOWN, WI 53098		SE1/4 NE1/4 SEC 20 EX THAT PT LYG W OF CL STH 16-26 EX HWY DESC IN V588 P347
016-0915-2021-001	GARY L SCHMIDT BETHEL A SCHMIDT	N1131 COUNTY ROAD L WATERTOWN, WI 53099		S1/2 OF NE1/4 NW1/4 & N1/2 OF SE1/4 NW1/4 SEC 20 ALSO THAT PT SW1/4 NE1/4 SEC 20 LYG W OF HWY DESC IN DOC# 1123808
016-0915-2021-002	STEVEN J HUFF MICHELLE I HUFF	W7105 COUNTY ROAD Q WATERTOWN, WI 53098	W7105 COUNTY ROAD Q	LOT 1 CSM 3830 IN V23 P170 BEING PT NE1/4 NW1/4 SEC 20 ALSO PT OF LOT 2 CSM 5327 AS DESC IN DOC# 994673 BEING PT SD 1/4 1/4
016-0915-2022-001	EDWARD R SCHMIDT JOANNE E SCHMIDT	W7217 COUNTY ROAD Q WATERTOWN, WI 53098	W7217 COUNTY ROAD Q	LOT 1 CSM 5182 IN V33 P263 BEING PT NW1/4 NW1/4 SEC 20 ALSO THAT PT LOT 2 CSM 5327 IN V35 P28 AS DESC IN DOC# 1032755 BEING PT SD 1/4 1/4
016-0915-2022-002	DENNIS C LOOMIS TRUST JOAN E LOOMIS TRUST	W7215 COUNTY ROAD Q WATERTOWN, WI 53098	W7215 COUNTY ROAD Q	LOT 2 CSM 5182 IN V33 P263 BEING PT NW1/4 NW1/4 SEC 20
016-0915-2022-003	MICHAEL C ACHESON CHRISTINE M ACHESON	W7199 COUNTY ROAD Q WATERTOWN, WI 53098	W7199 COUNTY ROAD Q	LOT 3 CSM 5182 IN V33 P263 BEING PT NW1/4 NW1/4 SEC 20
016-0915-2022-004	JEFFREY D KOVNESKY	W7137 COUNTY ROAD Q WATERTOWN, WI 53098	W7137 COUNTY ROAD Q W7139 COUNTY ROAD Q	LOT 1 CSM 5327 IN V35 P28 BEING PT NE1/4 NW1/4 & PT NW1/4 NW1/4 SEC 20
016-0915-2023-001	MICHAEL R WALTER TRUST SARAH S WALTER TRUST	W5340 FRENCH RD JOHNSON CREEK, WI 53038	COUNTY ROAD Q	LOT 2 CSM 5327 IN V35 P28 BEING PT NE1/4 NW1/4, PT NW1/4 NW1/4 & PT SW1/4 NW1/4 SEC 20 EX THAT PT DESC IN DOC# 994673 EX THAT PT DESC IN DOC# 1032755
016-0915-2024-000	CHARLES L BRUMM	W7076 KILN DR WATERTOWN, WI 53098	W7076 KILN DR	S1/2 OF SE1/4 NW1/4 SEC 20
016-0915-2031-001	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318		THAT PT PARC DESC IN DOC# 1132416 LYG IN NE1/4 SW1/4 SEC 20 BEING PARC 18 LANDLOCKED - 2 (BEING PT LOT 3 CSM 4618 IN V29 P207) ALSO THAT PT LOT 2 CSM 1323 IN V9
016-0915-2032-000	CHARLES L BRUMM	W7076 KILN DR WATERTOWN, WI 53098		NE1/4 OF NW1/4 SW1/4 SEC 20
016-0915-2032-001	ARTHUR P MELCHER KAREN MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098		W1/2 OF N1/2 OF NW1/4 SW1/4 SEC 20 ALSO THAT PT SE1/4 NE1/4 SEC 19 & SW1/4 NW1/4 SEC 20 COM 20 FT N OF SE COR SEC 19 TH W 907.5 FT TH S 20 FT // TO E LN TH E 940.5 FT ON S LN INTO SEC 20 TH NW TO POB
016-0915-2033-000	BILJEAN TRUST	N1566 STATE ROAD 26 WATERTOWN, WI 53098		LOT 2 CSM 1323 IN V9 P192 BEING PT N1/2 SW1/4, SW1/4 SW1/4 & NW1/4 SE1/4 SEC 20 EX THAT PT DESC IN DOC# 1103757 EX HWY DESC IN DOC# 1132856 EX PARCELS DESC IN
016-0915-2034-000	HARVEY A ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098		THAT PT PARC DESC IN V551 P276 LYG IN SE1/4 SW1/4 & SW1/4 SE1/4 SEC 20 EX HWY DESC IN DOC# 1132520 (SD EX INCLUDING THAT PT SD SE1/4 SW1/4 BEING PARC 08 LANDLOCKED - 3)
016-0915-2034-001	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318		THAT PT PARC DESC IN DOC# 1132520 LYG IN SE1/4 SW1/4 SEC 20 BEING PARC 08 LANDLOCKED - 3
016-0915-2041-000	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098		NE1/4 SE1/4 SEC 20 EX W 483.78 FT OF N 990 FT SD 1/4 1/4 EX W 233 FT OF S 140 FT OF N 1130 FT SD 1/4 1/4 EX CSM 3561 IN V21 P183 EX 0.18 AC HWY DESC IN V589 P967

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PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2041-001	STEVEN H ZABOREK ROSE L ZABOREK	N1016 COUNTY ROAD L WATERTOWN, WI 53098	N1016 COUNTY ROAD L WATERTOWN	PT NE1/4 OF SE1/4 SEC 20 COM AT A PT WHERE CL USH 16 & STH 26 INTR N LN SE1/4 TH S ALG CL 990 FT TO POB TH E 233 FT TH S 140 FT TH W 233 FT TH N ALG SD CL 140 FT TO POB EX 0.14 ACRE HWY DESC IN V586 P720
016-0915-2041-002	STEVEN H ZABOREK ROSE L ZABOREK	N1016 COUNTY ROAD L WATERTOWN, WI 53099		LOT 1 CSM 3561 IN V21 P183 BEING PT NE1/4 SE1/4 SEC 20
016-0915-2041-003	BETTY J SCHOECHERT	N1088 COUNTY ROAD L WATERTOWN, WI 53098	N1088 COUNTY ROAD L	LOT 1 CSM 2335 IN V14 P263 BEING PT NE1/4 SE1/4 SEC 20
016-0915-2041-004	THOMAS A ZIMMERMAN	N1022 COUNTY ROAD L WATERTOWN, WI 53098	N1022 COUNTY ROAD L	PT NE1/4 OF SE1/4 SEC 20 COM E1/4 COR SD SEC TH S 89DEG 04MIN W 849.15 FT TH S ODEG 50MIN E 775 FT TO POB TH S ODEG 50MIN E 215 FT TH S 88DEG 35MIN W 483.78 FT TH N 1DEG 11MIN W 215 FT TH N 88DEG 35MIN E 485.04 FT TO POB EX 0.23 ACRE HWY DESC IN V586 P727
016-0915-2041-005	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098	N1086 COUNTY ROAD L	LOT 2 OF CSM 2335 IN V14 P263 BEING PT NE1/4 SE1/4 SEC 20
016-0915-2042-000	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	N1085 COUNTY ROAD L N1087 COUNTY ROAD L	LOT 1 CSM 4618 IN V29 P207 BEING PT NW1/4 SE1/4 SEC 20 EX HWY DESC IN DOC# 1132416
016-0915-2042-001	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	N1043 COUNTY ROAD L N1045 COUNTY ROAD L	LOT 2 CSM 4618 IN V29 P207 BEING PT NW1/4 SE1/4 SEC 20 ALSO THAT PT LOT 2 CSM 1323 IN V9 P192 AS DESC IN DOC# 1103757
016-0915-2042-002	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	N1009 COUNTY ROAD L N1011 COUNTY ROAD L	LOT 3 CSM 4618 IN V29 P207 BEING PT NE1/4 SW1/4 & PT NW1/4 SE1/4 SEC 20 EX HWY DESC IN DOC# 1132416 (SD EX INCLUDING THAT PT SD LOT 3 BEING PARC 18 LANDLOCKED - 1 & PARC 18 LANDLOCKED - 2 THAT PT PARC DESC IN DOC# 1132416 LYG IN NE1/4 SW1/4 &
016-0915-2042-003	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318		NW1/4 SE1/4 SEC 20 BEING PARC 18 LANDLOCKED - 1
016-0915-2042-004	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318		PARC A AS DESC DOC# 1166759 & BEING THAT PT OF LOT 2 CSM 1323 IN V9 P192 LYG E OF STH 26 ROW EX THAT PT DESC IN DOC# 1132856 & BEING PT NE1/4 SW1/4 & PT NW1/4 SE1/4 SEC 20
016-0915-2043-000	SILVER CREEK PROPERTIES	PO BOX 414 WATERTOWN, WI 53094	N901 COUNTY ROAD L N935 COUNTY ROAD L	THAT PT PARCEL 2 AS DESC IN V1088 P828 LYG IN SW1/4 SE1/4 SEC 20 EX HWY DESC IN DOC# 1118382
016-0915-2044-000	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098	W6874 SILVER CREEK RD W6904 SILVER CREEK RD	SE1/4 SE1/4 SEC 20 EX 1.29 AC HWY DESC IN V589 P967
016-0915-2112-000 (Part of)	JOHN W STARK PATRICIA A STARK	N1264 N SECOND ST RD WATERTOWN, WI 53098		PART OF NW1/4 NE1/4 SEC 21
016-0915-2113-000 (Part of)	JOHN W STARK PATRICIA A STARK	N1264 N SECOND ST RD WATERTOWN, WI 53099		PART OF SW1/4 NE1/4 SEC 21 EX CSM V1 P329
016-0915-2113-001	THAD A. VOIGT TRICIA J. VOIGT	N1107 SECOND STREET RD WATERTOWN, WI 53098	N1107 SECOND STREET RD	LOT 1 CSM 4353 IN V27 P193 BEING PT SW1/4 NE1/4 SEC 21
016-0915-2121-000	CONDON-ZUEHLKE HOLDINGS LLC	W6849 HORN RD WATERTOWN, WI 53098		THAT PT N1/2 OF N1/2 OF NW1/4 SEC 21 LYG E OF RR ROW
016-0915-2121-001	CONDON-ZUEHLKE HOLDINGS LLC INVESTORS BANK	W6849 HORN RD WATERTOWN, WI 53099		S1/2 OF NE1/4 NW1/4 SEC 21

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PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2122-000	LINCK AGGREGATES INC	PO BOX 757 BEAVER DAM, WI 53916	W6822 HORN RD	ALL THAT PT N1/2 N1/2 NW1/4 SEC 21 LYG W OF RR ROW ALSO COM 660 FT S OF NW COR SD SEC TH S 63.75 FT TH E 717.5 FT TH NLY ALG W RR ROW LN 63.75 FT TH W TO POB DOC# 1193212 IN ERROR S1/2 NW1/4 NW1/4 SEC 21 EX COM 660 FT S OF NW COR TH S 63.75 FT E 711.8 FT TO W LN RR NLY ALG SD W LN 64.4 FT W 720.7 FT TO POB ALSO EX RR ROW
016-0915-2122-001	CONDON-ZUEHLKE HOLDINGS LLC INVESTORS BANK	W6849 HORN RD WATERTOWN, WI 53099		DOC# 1193212 IN ERROR S1/2 NW1/4 NW1/4 SEC 21 EX COM 660 FT S OF NW COR TH S 63.75 FT E 711.8 FT TO W LN RR NLY ALG SD W LN 64.4 FT W 720.7 FT TO POB ALSO EX RR ROW
016-0915-2122-002	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST OMAHA, NE 68179		RR ROW IN SEC 21
016-0915-2123-000	CONDON-ZUEHLKE HOLDINGS LLC INVESTORS BANK	W6849 HORN RD WATERTOWN, WI 53099	W6849 HORN RD	SW1/4 NW1/4 SEC 21 EX RR ROW
016-0915-2124-000	CONDON-ZUEHLKE HOLDINGS LLC INVESTORS BANK	W6849 HORN RD WATERTOWN, WI 53100		SE1/4 NW1/4 SEC 21
016-0915-2132-000	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098	W6850 SILVER CREEK RD	THAT PT OF W1/2 OF SW1/4 SEC 21 LYG W OF RR ROW
016-0915-2733-004	G F P LLC	500 N COMMERCIAL ST NEENAH, WI 54956	N552 BOULDER RD N574 BOULDER RD	THAT PT OF SW 1/4 SW 1/4 SEC 27 LYG S OF USH 16
016-0915-2831-007	JEAN LIEBHART ROBERT BRASCH	N578 SECOND STREET RD WATERTOWN, WI 53098		THAT PT LOTS 1 & 2 BLK 1 WERLICH'S THIRD ADD LYG S OF SLY ROW STH 16 EX THAT PT PARC DESC IN V919 P132 LYG IN SD LOT 1
016-0915-2834-000	JEAN LIEBHART ROBERT BRASCH	N578 SECOND STREET RD WATERTOWN, WI 53098	N590 WATER ST	LOT 1 BLK 2 G WERLICH'S THIRD ADD EX W 200 FT OF S 90 FT OF SD LOT 1 EX THAT PT PARC DESC IN V919 P132 LYG IN SD LOT 1
016-0915-2834-001	HERBERT W TOEBE C/O LAURIE STEGER PO/	N2256 FOREST RUN OCONOMOWOC, WI 53066		W 1/2 LOT 2 BLK 2 WERLICH'S 3RD ADD
016-0915-2834-002	JEAN LIEBHART	N578 SECOND STREET RD WATERTOWN, WI 53098		E1/2 LOT 2 BLK 2 WERLICH'S 3RD ADD EX 0.10 AC HWY DESC IN V312 P435
016-0915-2834-003	JEAN LIEBHART	N578 SECOND STREET RD WATERTOWN, WI 53098		THAT PT LOT 3 BLK 2 WERLICH'S 3RD ADD LYG SLY OF USH 16
016-0915-2834-004	DONALD M. NEHLS ESTATE	1538 N 2ND ST WATERTOWN, WI 53098		PT OF SE1/4 SW1/4 SEC 28 COM SE COR TH N ON 1/4 LN 595.98 FT TH W // TO S LN 244.2 FT TH S TO SEC LN 595.98 FT TH E ALG SEC LN TO POB ALSO A PARC 12 FT SQUARE IN SW COR OF SE1/4 SEC 28
016-0915-2834-005	CITY OF WATERTOWN	106 JONES ST PO BOX 477 WATERTOWN, WI 53094-0477		PT LOT 1 BLK 1 & PT LOT 1 BLK 2 G WERLICH'S 3RD ADD COM SW COR SD LOT 1 BLK 2 TH N 90 FT TO POB TH CONT N 426 FT M/L ALG E ROW LN NORTH WATER ST TO SLY ROW LN USH 16 TH N 49DEG 58MIN E 43 FT M/L ALG ROW LN USH 16 TH S1DEG 8MIN W 454 FT M/L TH N 89DEG 22MIN W 24 FT M/L TO POB EX THAT PT BEING ROW OF RHINE ST
016-0915-2843-000	JEAN K LIEBHART	N578 SECOND STREET RD WATERTOWN, WI 53098	N578 SECOND STREET RD	N1/2 OF BLK 11 SCHNASSE & BONNER'S ADD (VAC PER 1860 COURT ORDER) EX S 130 FT OF W 190 FT (DESC IN V305 P508)
016-0915-2843-001	JEAN K LIEBHART	N578 SECOND STREET RD WATERTOWN, WI 53098	N578 SECOND STREET RD	THAT PT LOTS 3 & 4 BLK 11 SCHNASSE & BONNER'S ADD (VAC PER 1860 COURT ORDER) AS DESC IN V305 P508

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016-0915-2843-002	DAMIAN DENAULT MARY DENAULT	1513 COUNTRY CLUB LN WATERTOWN, WI 53098	N552 SECOND STREET RD	S1/2 BLK 11 SCHNASSE & BONNER'S ADD (VAC PER 1860 COURT ORDER) EX COM SW COR LOT 7 TH N 95 FT TH E 155 FT TH S 95 FT TH W 155 FT TO POB
016-0915-2843-003	RICHARD J SEEBER RUTH I SEEBER SUSAN R BLASING CHRISTINE A WENDORF MICHAEL R SEEBER NANCY J SEEBER	N548 SECOND STREET RD WATERTOWN, WI 53098	N548 SECOND STREET RD	PT LOT 7 BLK 11 SCHNASSE & BONNER'S ADD (VAC PER 1860 COURT ORDER) COM SW COR LOT 7 TH N 95 FT TH E 155 FT TH S 95 FT TH W 155 FT ALG S LN LOT 7 TO POB
016-0915-2843-004	WILLIAM LIEBHART	1115 S THIRD ST WATERTOWN, WI 53094		THAT PT OF SE1/4 SW1/4 & SW1/4 SE1/4 SEC 28 (BEING PT LOTS 5 & 7 & ALL OF LOT 6 BLK 3 SCHNASSE & BONNER'S VAC PER 1860 COURT ORDER) COM CEN SECOND ST 830.28 FT N FROM S LN SEC 28 TH W 551.10 FT TO A DITCH TH N 8DEG E ALG DITCH 237.60 FT TH E 544.50 FT TO CL SECOND ST TH S 7DEG W ALG CL 237.60 FT TO POB
016-0915-2843-006	HERBERT W TOEBE C/O LAURIE STEGER POA	N2256 FOREST RUN OCONOMOWOC, WI 53066	N544 SECOND STREET RD	PT OF SW1/4 SE1/4 SEC 28 COM CL SECOND ST 5621 FT N OF S LN SEC 28 TH E 750.42 FT TH S 165 FT TH W 750.42 FT TH N 165 FT TO POB
016-0915-2843-007	JUDITH L DRAEGER	1120 SCHILLER ST WATERTOWN, WI 53098		PT LOT 6 BLK 13 SCHNASSE & BONNER'S ADD COM INTR CL PROSPECT ST & S LN SEC 28 TH N 211.2 FT TH W 693 FT TO POB TH N TO N LN SD BLK 13 TH E TO NW COR LOT 1 SD BLK 13 TH S TO SW COR LOT 3 SD BLK 13 TH W 165 FT TO POB (ORIGINALLY DESC AS PT OF V229 P524)
016-0915-2843-008	HADY ELECTRIC INC	PO BOX 580 WATERTOWN, WI 53094-0580	SECOND STREET RD	LOT 1 CSM 5653 IN V37 P160 BEING PT SW1/4 SE1/4 & PT SE1/4 SW1/4 SEC 28
016-0915-2844-003	JILL J. KULICK	1530 CENTER ST WATERTOWN, WI 53098	1530 CENTER ST	LOT 8 BLK 8 SCHNASSE & BONNER'S ADD EX N 154.98 FT EX HWY DESC IN V312 P543 EX HWY DESC IN V520 P949
016-0915-2844-005	JUDITH L DRAEGER	1120 SCHILLER ST WATERTOWN, WI 53098		LOTS 13 & 14 & THAT PT OF LOTS 6,7,8,11 & 12 BLK 10 SCHNASSE & BONNER'S ADD LYG SLY OF USH 16 (ORIGINALLY DESC AS PT OF V229 P524 - SLY ROW AS DESC IN V312/547)
016-0915-2844-006	JUDITH L DRAEGER	1120 SCHILLER ST WATERTOWN, WI 53098	1528 PROSPECT ST	LOTS 1,2 & 3 BLK 13 SCHNASSE & BONNER'S ADD EX S 90 FT OF E 265 FT OF SD LOT 3 (ORIGINALLY DESC AS PT OF V229 P524 - S 90 FT OF E 265 FT AS DESC IN V302 P401 & V386 P179)
016-0915-2844-007	CAROL J KOHLHOFF	1526 PROSPECT ST WATERTOWN, WI 53098	1526 PROSPECT ST	THAT PT SE1/4 SE1/4 SEC 28 AS DESC IN V302 P401 ALSO THAT PT SD 1/4 1/4 AS DESC IN V386 P179
016-0915-2844-008	TERRENCE J MCKEE CHRISTINE M MCKEE	1524 CENTER ST WATERTOWN, WI 53094	1524 CENTER ST	PARC C IN CSM V1 P195 BEING PT OF LOTS 1,2 & 3 & PT GERMANIA ST EX E 20 FT FOR RELOCATED CTH M SCHNASSE & BONNER'S ADD
016-0915-2844-009	GERALD R EBERT MARY R EBERT	1533 PROSPECT ST WATERTOWN, WI 53098	1533 PROSPECT ST	PARC A OF CSM V1 P195 BEING PT LOT 7 BLK 9 & PT LOT 1 BLK 14 SCHNASSE & BONNER'S ADD & PT VAC GERMANIA ST
016-0915-2844-010	CALVIN C KOHLHOFF	1529 PROSPECT ST WATERTOWN, WI 53098	1529 PROSPECT ST	PARC B IN CSM V1 P195 BEING PT LOTS 1 & 2 BLK 14 SCHNASSE & BONNER'S ADD

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016-0915-2844-011	<u>NIKOLAUS RICHARDS</u> <u>ALICIA I RICHARDS</u>	1527 PROSPECT ST WATERTOWN, WI 53098	1527 PROSPECT ST	PT LOTS 2 & 3 BLK 14 SCHNASSE & BONNER'S ADD COM SE COR SEC 28 TH S 87DEG 20MIN W 835.66 FT TO E LN PROSPECT ST TH N 4DEG 33MIN 10SEC W 278.75 FT TO POB TH N 4DEG 33MIN 10SEC W 75.08 FT TH N 87DEG 20MIN E 187.51 FT TH S 3DEG 59MIN E 75 FT TH S 87DEG 20MIN W 186.76 FT TO POB
016-0915-2844-012	<u>ROLF C THORNQUIST</u> <u>SANDRA J THORNQUIST</u>	1523 PROSPECT ST WATERTOWN, WI 53098	1523 PROSPECT ST	PARC D OF CSM VI P195 EX E 170.04 FT THEREOF ALL BEING PART OF LOTS 3 & 4 BLK 14 SCHNASSE & BONNER'S ADD
016-0915-2844-013	<u>LLEWELLYNN DANIELS</u>	306 S WASHINGTON ST WATERTOWN, WI 53094	1522 CENTER ST	PT OF LOTS 3 & 4 BLK 14 SCHNASSE & BONNER'S ADD COM INT S LN SD LOT 4 & W LN CENTER ST TH S 87DEG 20MIN W ALG S LN SD LOT 4 170.04 FT TH N 4DEG 33MIN 10SEC W 200 FT TH N 87DEG 20MIN E 170.04 FT TH S 4DEG 33MIN 10SEC E ALG W LN CENTER ST 200 FT TO POB EX 0.08 AC HWY DESC IN V515 P714
016-0915-2844-014	<u>EDWIN NILSEN TRUST</u> <u>MARY J NILSEN TRUST</u>	1519 PROSPECT ST WATERTOWN, WI 53094	1519 PROSPECT ST	PT LOT 5 BLK 14 SCHNASSE & BONNER'S ADD BEG SW COR TH N TO NW COR TH E ALG N LOT LN 160.01 FT TH SLY TO A PT ON S LOT LN 164.9 FT E OF BEG TH W TO POB (PART OF HOUSE IS LOCATED IN THE CITY OF WATERTOWN AND THE BALANCE OF THE HOUSE IS LOCATED IN THE TOWN OF EMMET)
016-0915-2844-015	<u>WILLIAM F TESSMANN LE</u> <u>RAYMOND H TESSMANN 1/3 INT</u> <u>ROXANNE R BRUNK 1/3 INT</u> <u>ROBERT W TESSMANN 1/3 INT</u>	1518 CENTER ST WATERTOWN, WI 53098	1518 CENTER ST	PT LOT 5 BLK 14 SCHNASSE & BONNER'S ADD COM SE COR LOT 5 TH S 87DEG 20MIN W 192.16 FT TH N 6DEG 38MIN W 105.82 FT TH N 87DEG 20MIN E 197.05 FT TH S 3DEG 59MIN E 105.60 FT TO POB EX 0.02 ACRE HWY DESC IN V516 P464 (REMAINDER OF PARCEL LOCATED IN THE CITY OF WATERTOWN)
016-0915-2844-017	<u>DEBRA J EBERT</u>	1527 BOULDER RD WATERTOWN, WI 53098	1527 BOULDER RD	CSM 2501 IN ERROR PARC 1 OF CSM V4 P100 BEING PT SE1/4 SE1/4 SEC 28 ALSO THAT PT LOT 1 CSM 2501 IN V15 P149 AS DESC IN DOC# 1054548
016-0915-2844-018	<u>WARREN J HALBRADER</u> <u>SHEILA D HALBRADER</u>	1537 BOULDER RD WATERTOWN, WI 53098	1537 BOULDER RD	PT SE1/4 SE1/4 SEC 28 COM SE COR SD SEC TH N 219.50 FT TH S 79DEG 56MIN W 173.21 FT TO POB TH S 79DEG 56MIN W 90 FT TH N 11DEG W 55 FT TH N 41 DEG 41MIN E 96.49 FT TH N 85 DEG 53MIN E 30.71 FT TH S 9 DEG 51MIN E 73.56 FT TH S
016-0915-2844-019	<u>ZACH GENSCHE</u> <u>LYNSEY BIEFELD</u>	127 E OAK ST JUNEAU, WI 53039	1545 BOULDER RD	PT SE1/4 SE1/4 SEC 28 COM 270.34 FT N OF SE COR TH CONT N 29.13 FT TH N 64DEG 13MIN W 29.75 FT TH S 85DEG 53MIN W 120.54 FT TH S 11DEG E 57.21 FT TH N 80DEG 31MIN E 137.99 FT TO POB
016-0915-2844-020	<u>JESSICA J WORTMAN</u> <u>CRAIG M. WORTMAN</u>	1549 BOULDER RD WATERTOWN, WI 53098	1549 BOULDER RD	PT SE1/4 SE1/4 SEC 28 BEG 219.5 FT N OF SE COR TH S 79DEG 56MIN W 173.21 FT TH N 9DEG 51MIN W 38 FT TH N 79DEG 56MIN E 15 FT TH N 9DEG 51MIN W 73.56 FT TH N 85DEG 53MIN E 27.91 FT TH S 11DEG E 57.21 FT TH N 80DEG 31MIN E 137.99 FT TH S 50.84 FT TO POB
016-0915-2844-021	<u>JESSICA J WORTMAN</u> <u>CRAIG M. WORTMAN</u>	1549 BOULDER RD WATERTOWN, WI 53098		CSM IN ERROR LOT 2 CSM 2501 IN V15 P149 BEING PT SE1/4 SE1/4 SEC 28

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016-0915-2911-000	J&S PROPERTIES LLC	W6911 SILVER CREEK RD WATERTOWN, WI 53098	N886 COUNTY ROAD L	PT NE1/4 NE1/4 SEC 29 COM NE COR SD SEC TH S 88DEG 30MIN W 1125.6 FT TO POB TH S 4DEG E 400 FT TH S 88DEG 30MIN W 230 FT TH N 4DEG W 400 FT TH N 88DEG 30MIN E 230 FT TO POB EX PARC DESC IN V329 P542 EX 0.39 AC HWY DESC IN V593 P201
016-0915-2911-001	DIVERSIFIED UNLIMITED LLC	W6911 SILVER CREEK RD WATERTOWN, WI 53098	N876 COUNTY ROAD L	PT NE1/4 NE1/4 SEC 29 COM NE COR SD SEC TH S 88DEG 30MIN W 1125.6 FT TH S 4DEG E 300 FT TO POB TH S 4DEG E 150 FT TH S 88DEG 30MIN W 230 FT TO CL USH 16 TH N 4DEG W ALG SD CL 150 FT TH N 88DEG 30MIN E 230 FT TO POB EX 0.15 ACRE HWY DESC IN V589 P29
016-0915-2911-002	J&S PROPERTIES LLC	W6911 SILVER CREEK RD WATERTOWN, WI 53099	W6911 SILVER CREEK RD	LOT 1 & PT OF LOT 2 CSM 2352 IN V14 P294 AS DESC IN DOC# 1190545
016-0915-2911-003	DIVERSIFIED UNLIMITED LLC	W6911 SILVER CREEK RD WATERTOWN, WI 53100	N864 COUNTY ROAD L	CSM 96 IN V5 P137 BEING PT NE1/4 NE1/4 SEC 29 EX 0.51 AC HWY DESC IN V592 P633
016-0915-2911-004	RUSSEL C CLYDE 1/4 INT JT GAYE-LYNN CLYDE 1/4 INT JT DOUGLAS A SMITH 1/4 INT HW JEAN A SMITH 1/4 INT HW RONALD J FISH 1/4 INT HW	W360S2691 SCUPPERNONG DR DOUSMAN, WI 53118		LOT 2 OF CSM 2352 V14 P294 BEING PT NW1/4 NW1/4 SEC 28 & PT NE1/4 NE1/4 SEC 29 EX COM NWLY COR LOT 2 TH S 6DEG 40MIN E 285 FT TH N 88DEG 16 MIN 08SEC E 80.30 FT TH N 6 DEG 40MIN W 285 FT TH S 88 DEG 16MIN 08SEC W 80.30 FT TO POB
016-0915-2912-000	SILVER CREEK PROPERTIES LLC	PO BOX 414 WATERTOWN, WI 53094		PARC 1 AS DESC IN V1088 P828 BEING PT N1/2 OF NW1/4 NE1/4 SEC 29 ALSO THAT PT PARC 2 AS DESC IN SD V1088 P828 LYG IN SD 1/4 1/4 EX HWY DESC IN DOC# 1118382
016-0915-2912-001	ROBERT J. WEISSMANN HATTIE E. WEISSMANN	N805 COUNTY ROAD L WATERTOWN, WI 53098	N805 COUNTY ROAD L	S1/2 OF NW1/4 NE1/4 SEC 29 EX E 225 FT OF N 510 FT EX 0.16 AC HWY DESC IN V585 P348
016-0915-2912-002	THOMAS W KREUZIGER	W3112 RANCH RD WATERTOWN, WI 53094	N819 COUNTY ROAD L	PT S1/2 OF NW1/4 NE1/4 SEC 29 COM INT N LN SD SEC & CL USH 16 TH S 4DEG E ALG SD CL 1042.5 FT TO POB TH S 86DEG 36MIN W 225 FT TH S 4DEG E 127.5 FT TH N 86DEG 36MIN E 225 FT TO SD CL TH N 4DEG W ALG SD CL 127.5 FT TO POB
016-0915-2912-003	DONALD E GRULKE ARLENE J GRULKE BRIAN GRULKE DEBRA HUNDT RENEE MESSERSCHMIDT RHONDA RITSCHKE	N829 COUNTY ROAD L WATERTOWN, WI 53098	N829 COUNTY ROAD L	PT S1/2 OF NW1/4 NE1/4 SEC 29 COM AT INTR N LN SD SEC & CL USH 16 TH S 4DEG E ALG SD CL 915 FT TO POB TH S 86DEG 36MIN W 225 FT TH S 4DEG E 127.5 FT TH N 86DEG 36MIN E 225 FT TO CL USH 16 TH N 4DEG W ALG CL 127.5 FT TO POB EX 0.14 ACRE HWY DESC IN V585 P358
016-0915-2912-004	TODD A BRENNECKE KATHRYN L BRENNECKE	N839 COUNTY ROAD L WATERTOWN, WI 53098	N839 COUNTY ROAD L	PT NW1/4 NE1/4 SEC 29 COM NE COR SD SEC TH S 88DEG 30MIN W 1355.6 FT TH S 4DEG E 660 FT TO POB TH S 86DEG 36MIN W 225 FT TH S 4DEG E 255 FT TH N 86DEG 36MIN E 225 FT TH N 4DEG W 255 FT TO POB EX 0.26 ACRE HWY DESC IN V589 P383
016-0915-2912-005	HARVEY A ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098		THAT PT PARC DESC IN V551 P276 LYG IN NW1/4 NE1/4 SEC 29 EX HWY DESC IN DOC# 1132520
016-0915-2913-000	HARVEY A ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53099	W7018 PROVIMI RD	SW1/4 NE1/4 SEC 29 EX PARC IN V197 P325 & V310 P494 EX HWY DESC IN V312 P223 EX HWY DESC IN DOC# 1132520
016-0915-2914-000	ARTHUR P MELCHER KAREN L MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098		PT E1/2 NE1/4 SEC 29 BEING PARC 2 OF CSM V2 P126 EX CSM V3 P178 EX CSM V3 P228 EX THAT PT OF CSM V5 P137 LYG IN SD PARC 2 OF CSM V2 P126 EX 0.12 AC HWY DESC IN V585 P351

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016-0915-2914-001	BRIAN R SCHMIDT CINDY L SCHMIDT	N714 KADDATZ DR WATERTOWN, WI 53098	N714 KADDATZ DR	PARC DESC IN CSM V2 P125 BEING PT SE1/4 NE1/4 SEC 29
016-0915-2914-002	DOROTHY I BROOKS	N728 KADDATZ DR WATERTOWN, WI 53098	N728 KADDATZ DR	CSM V3 P178 BEING PT SE1/4 NE1/4 SEC 29
016-0915-2914-003	ARTHUR P MELCHER KAREN L MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098	N778 KADDATZ DR	CSM V3 P228 BEING PT SE1/4 NE1/4 SEC 29 EX 0.04 AC HWY DESC IN V585 P351
016-0915-2914-004	DAWN M DINICOLA	5066 HORIZON CT WEST BEND, WI 53095	N700 KADDATZ DR N702 KADDATZ DR	LOT 1 OF CSM 2390 IN V14 P362 BEING PT SE1/4 NE1/4 SEC 29
016-0915-2914-005	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST OMAHA, NE 68179		RR ROW IN SEC 29
016-0915-2921-001	BRADLEY J ZIEMER DENISE A ZIEMER	W7100 PROVIMI RD WATERTOWN, WI 53098	W7100 PROVIMI RD	LOT 1 CSM 4135 IN V25 P262 BEING PT NE1/4 NW1/4 & PT SE1/4 NW1/4 SEC 29
016-0915-2922-000	HARVEY A ZIEMER JEAN A ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098		NW1/4 NW1/4 SEC 29 EX HWY DESC IN DOC# 1132520 (SD EX INCLUDING THAT PT SD NW1/4 NW1/4 BEING PARC 08 LANDLOCKED - 2)
016-0915-2922-001	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583		THAT PT PARC DESC IN DOC# 1132520 LYG IN NW1/4 NW1/4 SEC 29 BEING PARC 08 LANDLOCKED - 2
016-0915-2923-002	RUBY RODES 1/3 INT LOIS M LANCE TRUST 1/3 INT HARVEY ZIEMER 1/3 INT	W7018 PROVIMI RD WATERTOWN, WI 53098		E1/2 OF SW1/4 NW1/4 SEC 29 EX S 178 FT OF E 245 FT OF W 1145.35 FT SD 1/4 1/4 EX HWY DESC IN DOC# 1132521
016-0915-2924-001	RUBY RODES 1/3 INT LOIS M LANCE TRUST 1/3 INT HARVEY ZIEMER 1/3 INT	W7018 PROVIMI RD WATERTOWN, WI 53098		E1/2 NW1/4 SEC 29 EX CSM 4135 IN V25 P262 EX HWY DESC IN DOC# 1132521
016-0915-2931-001	WFC INDUSTRIES LLC	N20 W29316 OAKTON RD PEWAUKEE, WI 53072	PROVIMI RD	W1/2 OF NE1/4 SW1/4 SEC 29 EX HWY DESC IN DOC# 1123193 EX THAT PT LYG SLY OF SD HWY
016-0915-2931-002	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583	PROVIMI RD	THAT PT NE1/4 SW1/4 SEC 29 BEING UNPLATTED LANDS DESC IN DOC# 1123193
016-0915-2932-000	WFC INDUSTRIES LLC	2101 WRIGHT ST MADISON, WI 53704-2583		THAT PT NW1/4 SW1/4 SEC 29 DESC IN DOC# 1123192 (PARC 3 REMNANT 2 ON PAGE 31) CORRECTED IN DOC# 1124929
016-0915-2932-002	STATE OF WISCONSIN DOT	2102 WRIGHT ST MADISON, WI 53704-2583		THAT PT PARC DESC IN DOC# 1132520 LYG IN NW1/4 SW1/4 SEC 29 BEING PARC 08 LANDLOCKED - 1
016-0915-2933-000	WFC INDUSTRIES LLC	2101 WRIGHT ST MADISON, WI 53704-2583		SW1/4 SW1/4 SEC 29 EX PARC 9 OF TPP 1390-04-24-4.03 IN CABC P13
016-0915-2934-000	WFC INDUSTRIES LLC	N20 W29316 OAKTON RD PEWAUKEE, WI 53072	W7101 PROVIMI RD	E1/2 SW1/4 SEC 29 EX HWY DESC IN DOC# 1123193 EX THAT PT LYG N OF SD HWY
016-0915-2941-000	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583	N627 STATE ROAD 26	THAT PT OF PARCEL 37 OF TPP 1390-04-24-4.11 IN CABC P20 (SHOWN AS LANDLOCKED) NOT PT OF ROW BEING PT OF PARC 2 OF CSM IN V3 P95 BEING PT NE1/4 SE1/4 & PT SE1/4 SE1/4 SEC 29
016-0915-2941-001	DAVID J SCHMIED	W1324 CEDAR DR IXONIA, WI 53036-9447	N698 KADDATZ DR	PT NE1/4 SE1/4 SEC 29 AS DESC IN V629 P286

LAND USE RESTRICTIONS IN THE INTERGOVERNMENTAL COOPERATIVE PLAN UNDER WISCONSIN STATUTE SECTION 66.0307
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET

ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2943-000	WAYNE SMITH RUSSELL SMITH MARVIN SMITH	W7449 COUNTY ROAD Q WATERTOWN, WI 53098		ALL THAT PT OF SE1/4 SEC 29 LYG W OF STH 26 EX THAT PT FOR FOR HWY (DESC IN V310 P173) EX CSM IN V3 P95 EX HWY DESC IN DOC# 1118280 EX HWY DESC IN DOC# 1121173
016-0915-3011-001	ALLEN W SHOUP MARILYN SHOUP	N896 WELSH RD WATERTOWN	N896 WELSH RD	LOT 1 CSM 4228 IN V26 P194 BEING PT NE1/4 NE1/4 SEC 30 EX HWY DESC IN DOC# 1116190
016-0915-3011-003	HAROLD C MUNDT LORNA R MUNDT	N876 WELSH RD WATERTOWN, WI 53098	N876 WELSH RD	LOTS 2 & 3 CSM 4228 IN V26 P194 BEING PT NE1/4 NE1/4 SEC 30 EX HWY DESC IN DOC# 1119689
016-0915-3011-004	RICK R MUSE ROSEMARY MUSE	N858 WELSH RD WATERTOWN, WI 53098	N858 WELSH RD	LOT 4 CSM 4228 IN V26 P194 BEING PT NE1/4 NE1/4 SEC 30
016-0915-3011-005	HARVEY ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098		NE1/4 NE1/4 SEC 30 EX CSM 4228 IN V26 P194 EX HWY DESC IN V1331 P1 EX HWY DESC IN DOC# 1132520
016-0915-3012-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		NW1/4 NE1/4 SEC 30 EX CSM 4403 IN V28 P1 EX CSM 5392 IN V35 P189
016-0915-3012-001	STEVEN M LUECK KAREY M LUECK	N835 WELSH RD WATERTOWN, WI 53098	N835 WELSH RD	LOT 1 CSM 4403 IN V28 P1 BEING PT NW1/4 NE1/4 SEC 30
016-0915-3012-002	GERALD L COUGHLIN TRUST BONNIE R COUGHLIN TRUST	GERALD L COUGHLIN BONNIE WELSH RD R COUGHLIN N919 WELSH RD WATERTOWN, WI 53098		LOT 1 CSM 5392 IN V35 P189 BEING PT NW1/4 NE1/4 SEC 30
016-0915-3012-003	GERALD L COUGHLIN TRUST BONNIE R COUGHLIN TRUST	GERALD L COUGHLIN BONNIE WELSH RD R COUGHLIN N919 WELSH RD WATERTOWN, WI 53098		LOT 2 CSM 5392 IN V35 P189 BEING PT NW1/4 NE1/4 SEC 30
016-0915-3012-004	GERALD L COUGHLIN TRUST BONNIE R COUGHLIN TRUST	GERALD L COUGHLIN BONNIE WELSH RD R COUGHLIN N919 WELSH RD WATERTOWN, WI 53098		LOT 3 CSM 5392 IN V35 P189 BEING PT NW1/4 NE1/4 SEC 30
016-0915-3013-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		SW1/4 NE1/4 SEC 30 EX CSM IN V3 P279 (NOW AS DESC IN DOC# 1004701) EX PARC DESC IN DOC# 1004702
016-0915-3013-001	PATRICK KINNEY CHERYL KINNEY	W7376 PROVIMI RD WATERTOWN, WI 53098	W7376 PROVIMI RD	PARC DESC IN CSM V3 P279 (NOW DESC IN DOC# 1004701) BEING PT SW1/4 NE1/4 SEC 30 ALSO THAT PT SD 1/4 1/4 AS DESC IN DOC# 1004702
016-0915-3014-000	HARVEY ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098	PROVIMI RD	W1/2 OF SW1/4 NW1/4 SEC 29 & ALL OF SE1/4 NE1/4 SEC 30 EX HWY DESC IN V1331 P1 EX CSM 5257 IN V34 P160 EX HWY DESC IN DOC# 1132520
016-0915-3014-001	JEFFREY SPENDE PAULA SPENDE	W7324 PROVIMI RD WATERTOWN, WI 53098	W7324 PROVIMI RD	LOT 1 CSM 5257 IN V34 P160 BEING PT SE1/4 NE1/4 SEC 30
016-0915-3021-000	THOMAS W NICKELS LC PENNI L NICKELS LC RAYMOND W NICKELS VENDOR ERLA M NICKELS VENDOR	W7478 PROVIMI RD WATERTOWN, WI 53098		NE1/4 NW1/4 SEC 30
016-0915-3022-000	PETER E MCFARLAND CYNTHIA L MCFARLAND	N302 COUNTY ROAD K WATERTOWN, WI 53098		W1/2 OF FRAC NW1/4 SEC 30 LYG NELY OF RR ROW
016-0915-3022-001	SOO LINE RAILROAD COMPANY	PO BOX 530 MINNEAPOLIS, MN 55440		RR ROW IN SEC 30
016-0915-3023-000	PETER E MCFARLAND CYNTHIA L MCFARLAND	N302 COUNTY ROAD K WATERTOWN, WI 53098		W1/2 OF FRAC NW1/4 SEC 30 LYG SWLY OF RR ROW
016-0915-3024-000	THOMAS W NICKELS LC PENNI L NICKELS LC RAYMOND W NICKELS VENDOR ERLA M NICKELS VENDOR	THOMAS W NICKELS PENNI L NICKELS W7478 PROVIMI RD WATERTOWN, WI 53098	W7478 PROVIMI RD	SE1/4 NW1/4 SEC 30 EX RR ROW EX V230 P389 EX V297 P596

LAND USE RESTRICTIONS IN THE INTERGOVERNMENTAL COOPERATIVE PLAN UNDER WISCONSIN STATUTE SECTION 66.0307
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET

ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-3031-000	KENNETH C STEELE	KENNETH C STEELE %DOROTHY STEELE POA 2224 HILLINGTON GREEN MADISON, WI 53726		THAT PT OF NE1/4 SW1/4 SEC 30 LYG SWLY OF RR ROW EX CSM 1010 IN V8 P108
016-0915-3031-001	UNITED COOPERATIVE	N7160 RACEWAY RD BEAVER DAM, WI 53916	W7467 PROVIMI RD WATERTOWN	THAT PT OF NE1/4 SW1/4 SEC 30 LYG NELY OF ROW C,M & ST P RR CO EX PARC DESC IN V230 P390
016-0915-3031-002	STRAUSS FEEDS LLC	STRAUSS FEEDS LLC %STRAUSS VEAL PO BOX 149 N MANCHESTER, IN 46962-0149	W7507 PROVIMI RD	PARC DESC IN CSM 1824 IN V12 P81 BEING PT NE1/4 SW1/4 SEC 30
016-0915-3032-000	RANDY F KUEHL BRENDA M KUEHL	W7583 PROVIMI RD WATERTOWN, WI 53098	W7583 PROVIMI RD	LOT 2 CSM 4406 IN V28 P8 BEING PT NW1/4 SW1/4 SEC 30
016-0915-3032-001	RUSSELL G LOEFFLER TRUST MARIE G LOEFFLER TRUST	613 AUTUMN CREST DR WATERTOWN, WI 53094		LOT 1 CSM 4406 IN V28 P8 BEING PT NW1/4 SW1/4 SEC 30
016-0915-3033-000	KENNETH C STEELE	KENNETH C STEELE %DOROTHY STEELE POA 2224 HILLINGTON GREEN MADISON, WI 53726		FRAC SW1/4 SW1/4 SEC 30
016-0915-3034-000	KENNETH C STEELE	KENNETH C STEELE %DOROTHY STEELE POA 2224 HILLINGTON GREEN MADISON, WI 53726		SE1/4 SW1/4 SEC 30
016-0915-3041-000	HARVEY ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098		W1/2 OF NW1/4 SW1/4 SEC 29 & N1/2 OF NE1/4 SE1/4 SEC 30 EX HWY DESC IN DOC# 1132520 (SD EX INCLUDING THAT PT SD NW1/4 SW1/4 BEING PARC 08 LANDLOCKED - 1)
016-0915-3041-001	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		N1/2 OF S1/2 OF NE1/4 SE1/4 SEC 30 EX HWY DESC IN DOC# 1123192 (CORRECTED IN DOC# 1124929)
016-0915-3041-002	THOMAS W NICKELS LC PENNI L NICKELS LC RAYMOND W NICKELS VENDOR ERLA M NICKELS VENDOR	THOMAS W NICKELS PENNI L NICKELS W7478 PROVIMI RD WATERTOWN, WI 53098		S1/4 OF NE1/4 SE1/4 SEC 30 EX HWY DESC IN DOC# 1126741
016-0915-3042-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		THAT PT OF NW1/4 SE1/4 & SW1/4 SE1/4 SEC 30 LYG N OF RR ROW EX CSM 538 IN V6 P361 EX HWY DESC IN DOC# 1123192 (CORRECTED IN DOC# 1124929) EX THAT PT LYG SELY OF SD HWY
016-0915-3042-001	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066	W7375 PROVIMI RD	LOT 1 CSM 538 IN V6 P361 BEING PT NW1/4 SE1/4 SEC 30
016-0915-3043-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		THAT PT OF NW1/4 SE1/4 & SW1/4 SE1/4 SEC 30 LYG S OF RR ROW EX S 12 AC EX HWY DESC IN DOC# 1123192 (CORRECTED IN DOC# 1124929) EX THAT PT LYG SELY OF SD HWY

LAND USE RESTRICTIONS IN THE INTERGOVERNMENTAL COOPERATIVE PLAN UNDER WISCONSIN STATUTE SECTION 66.0307
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET

ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-3044-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		SE1/4 SE1/4 SEC 30 EX HWY DESC IN DOC# 1123192 EX THAT PT LYG SELY OF SD HWY AS DESC IN SD DOC# 1123192 (BEING PARC 3 REMNANT 1 ON PAGE 30) ALSO SW1/4 SE1/4 SEC 30 EX S 12 AC W OF RR ROW ALSO EX RR ROW EX SD HWY DESC IN DOC# 1123192 EX THAT PT LYG NWLY OF SD HWY (SD DOC# 1123192 CORRECTED IN DOC# 1124929)
016-0915-3044-002	WFC INDUSTRIES LLC	2101 WRIGHT ST MADISON, WI 53704-2583		THAT PT SE1/4 SE1/4 SEC 30 BEING UNPLATTED LANDS AS DESC IN DOC# 1123192 (PARC 3 REMNANT 1 ON PAGE 30) CORRECTED IN DOC# 1124929
016-0915-3111-000	SOO LINE RAILROAD CO	PO BOX 530 MINNEAPOLIS, MN 55440		RR ROW IN SEC 31
016-0915-3111-001	WISCONSIN ELECTRIC POWER COMPANY	231 W MICHIGAN ST PO BOX 2046 MILWAUKEE, WI 53200		WLY 60 FT OF THAT PT OF LOT 22 SNELL'S ADDITION ADJ TO NELY LN OF RR ROW
016-0915-3122-000	KENNETH C STEELE %DOROTHY STEELE POA	2224 HILLINGTON GREEN MADISON, WI 53726		N 1765.5 FT OF W 990 FT OF FRAC NW1/4 SEC 31
016-0915-3131-000	PETER E MCFARLAND CYNTHIA L MCFARLAND	N302 COUNTY ROAD K WATERTOWN, WI 53098		ALL THAT PT OF W1/2 OF SEC 31 DESC AS FOLLOWS COM S1/4 COR TH N 78 FT TH W 869.5 FT TO POB TH N 3439 FT TH W 500 FT TH S 3439 FT TH E 500 FT TO POB EX HWY DESC IN DOC# 1134219
016-0915-3132-000	PETER E MCFARLAND CYNTHIA L MCFARLAND	N302 COUNTY ROAD K WATERTOWN, WI 53098		PT FRAC SW1/4 NW1/4 & PT FRAC NW1/4 SW1/4 SEC 31 DESC AS COM 1320 FT N OF SW COR SD SEC TH N 2194.5 FT TH E 891 FT TH S 2194.5 FT TH W 891 FT TO POB
016-0915-3133-000	PETER E MCFARLAND CYNTHIA L MCFARLAND HELEN M NOON TRUST JOHN M NOON TRUST	N302 COUNTY ROAD K WATERTOWN, WI 53098		PT FRAC SW1/4 SEC 31 COM SW COR SD SEC 31 TH N ON W LN SD SEC 1320 FT TH E PARA TO S LN SD SEC 891 FT TH S PARA TO W LN SD SEC 1320 FT TO S LN SD SEC TH W 891 FT ALG SD S LN TO POB EX 1.47 AC HWY DESC IN V382 P488
016-0915-3144-000	BRIAN R ZASTROW ELIZABETH A ZASTROW	N160 WELSH RD WATERTOWN, WI 53098	N160 WELSH RD	W 396 FT OF LOT 5 SNELL'S 1ST ADD EX THAT PT LOT 2 CSM 864 IN V7 P359 LYG IN SD W 396 FT AS DESC IN V942 P396
016-0915-3144-001	DOUGLAS O RUPNOW SHERYL A RUPNOW	N164 WELSH RD WATERTOWN, WI 53098	N164 WELSH RD	PARC DESC IN CSM V3 P105 BEING PT LOT 6 SNELL'S ADD
016-0915-3144-002	THOMAS R KOHN LORRAINE M KOHN	N178 WELSH RD WATERTOWN, WI 53098	N178 WELSH RD	CSM V2 P195 BEING PT LOTS 7 & 8 SNELL'S ADD
016-0915-3144-003	MICHAEL C ROTHSCHADL MARY J ROTHSCHADL	N184 WELSH RD WATERTOWN, WI 53098	N184 WELSH RD	LOT 1 OF CSM 864 IN V7 P359 BEING PT LOT 8 SNELL'S ADD

PARCEL NUMBERS ARE ALWAYS SUBJECT TO CHANGE

IN THE EVENT THE BOUNDARY LINES AS SHOWN ON THE MAP DO NOT MATCH THE LEGAL DESCRIPTION AS LISTED IN EXHIBIT "A", THE BOUNDARY LINES AS SHOWN ON THE APPROVED MAP ARE THE CONTROLLING DOCUMENT

**INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307
BETWEEN THE CITY OF WATERTOWN AND THE
TOWN OF EMMET**

Effective Date: September 29, 2014

**INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET**

The CITY OF WATERTOWN, a Wisconsin Municipal Corporation, located in Dodge and Jefferson Counties, Wisconsin ("City") and the TOWN OF EMMET, a Wisconsin Township, located in Dodge County, Wisconsin ("Town") hereby enter into this Intergovernmental Cooperative Plan ("Plan"), subject to approval of the State Department of Administration, under the authority of Wisconsin Statute section 66.0307.

RECITALS

WHEREAS, Wisconsin Statute § 66.0307 authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative plan by the State Department of Administration; and

WHEREAS, the purpose of a cooperative plan is cited in Wisconsin Statute § 66.0307(3)(b), as follows:

(b) *Purpose of plan.* The cooperative plan shall be made with the general purpose of building and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development.

— and

WHEREAS, Wisconsin Statute §§ 66.0307(2)(a) through (d) requires that cooperative plans be organized around "options" for future boundary changes. These options, listed below, specify how boundary changes will occur over the "boundary plan" term:

- (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 the Plan is organized around Options (a) through (c), above; and

WHEREAS, on June 11, 2013, the City and Town entered into a Restated Intermunicipal Cooperation Agreement Between the City of Watertown and the Town of Emmet, under the authority of Wisconsin Statute § 66.0301 (attached hereto and marked as Exhibit "A"), to provide the basic foundation for this Plan, of which a copy of Exhibit "A" was recorded in the Office of the Register of Deeds for Dodge County, Wisconsin, on June 14, 2013, as Document No. 1198481; and

WHEREAS, the City and Town entered into the Restated Intermunicipal Cooperation Agreement for the purposes of establishing a long-term, stable boundary between the Town and the City, limiting the City's extraterritorial authority within the Protected Area, assuring orderly growth and development outside the Protected Area, protecting Town owners from annexations against their will, and facilitating attachment of lands in the Expansion Area at the will of the owners without threat of law suits; and

WHEREAS, this Plan is intended to further implement and carry out the intent stated in the Restated Intermunicipal Cooperation Agreement and to guide and accomplish a coordinated, well-planned, and harmonious development of the territory covered by the Plan;

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

WHEREAS, this Plan was developed following a review of regional, County, and local plans and a joint public hearing on the Plan, noticed under Wisconsin Statute § 66.0307(4)(b), and from comments of the public received at the public hearing; and

WHEREAS, it is the intention of the parties that this Plan be a binding and enforceable contract;

WITNESSETH:

The City of Watertown and Town of Emmet enter into this Plan under authority of Wisconsin Statute § 66.0307, and petition the State of Wisconsin Department of Administration for approval, in accordance with statutory procedures and timeframes.

SECTION I. PARTICIPATING MUNICIPALITIES.

This Plan applies to the City of Watertown, located in Jefferson and Dodge Counties, Wisconsin and the Town of Emmet, located in Dodge County, Wisconsin. The boundary between the City and the Town is shown on Exhibit "B".

SECTION II. CONTACT PERSONS.

The following persons and their successors are authorized to speak for their respective municipalities regarding this Agreement:

For the City of Watertown:

Mayor John David
City Hall
106 Jones Street

Watertown, WI 53094
Phone: (920) 262-4000
Fax: (920) 262-4016

For the Town of Emmet:

Mr. William Nass
Town Chairperson
Emmet Town Hall
N1690 State Road 26
Watertown, WI 53098
Phone: (920) 261-1611
Fax: (920) 261-6143

SECTION III. TERRITORY SUBJECT TO THE PLAN.

3.01 Designation of "City Growth Area" and "Town Growth Area".

The territory subject to this Plan incorporates both "City Growth Area" and "Town Growth Area" designated by the Restated Intermunicipal Cooperation Agreement (Exhibit "A"), which is attached and incorporated by reference as a map of the affected "City Growth Area" and "Town Growth Area", marked Exhibit "B". The purpose of Exhibit "B" is to delineate the "City Growth Area" and Town Growth Area (hereinafter "City Growth Area" or "Town Growth Area"). For the purposes of this Agreement, the "City Growth Area" within the Town consists of the territory identified on Exhibit "B" as Roman Numeral I. Furthermore, there are four present "Boundary Adjustment Areas" within the "City Growth Area", identified as Areas "1", "2", "3", "4" on the aerial, photographic identified on Exhibit "C". For the purposes of this Agreement the Town Growth Area consists of the territory identified on Exhibit "B" as Roman Numeral II, which consists of the remainder of the Town of Emmet located outside of the "City Growth Area". This Agreement designates territories in the Town described as either "City Growth Area" or "Town Growth Area."

3.02 Description of the Boundary Adjustment Areas in the "City Growth Area".

The territory subject to this Plan specifically includes, but is not limited to, the following Boundary Adjustment Areas:

(a) **Welsh Road Area.** The Welsh Road area more specifically defined as Area "1" in the map set forth in Exhibit "C", which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of three (3) years from the date of this Agreement.

(b) **Brandt-Quirk Park Railroad Right-of-Way Area.** The Railroad Right-of-Way area running through a portion of Brandt-Quirk Park, more specifically defined as Area "2" in the map set forth in Exhibit "C", which is attached and incorporated by

reference, shall be detached from the Town and attached to the City effective upon the expiration of one (1) year from the date of this Agreement.

(c) **Highway 16 Railroad Right-of-Way Area.** The Railroad Right-of-Way area running south from Highway 16, parallel to Business Highway 26, more specifically defined as Area "3" in the map set forth in Exhibit "C", which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of one (1) year from the date of this Agreement.

(d) **Highway 16 Residential Area.** The residential area south of Highway 16 bounded by the current City Limits to the City, more specifically defined as Area "4" in the map set forth in Exhibit "C", which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of ten (10) years from the date of this Agreement, unless any residence(s) within the area described in Area "4" has a private wastewater treatment system that does not meet the then-current Dodge County Sanitary Code requirements, in which case the property with the failing private wastewater treatment system must attach to the City within twelve (12) months of the date when it is determined that the private wastewater treatment system fails to meet the code requirements.

(e) **State Highway 26-16 Corridor and County Highway "L" Corridor.** An agricultural and commercial area through which the State Highway 26-16 Corridor and County Highway "L" Corridor pass. The area is bounded by the current northerly city limits on the south and east boundaries, County Highway "Q" as a north boundary, and the west boundary of the Town as a west boundary. This area is not numbered nor specifically defined in the map, set forth in Exhibit "C", which is attached and incorporated by reference, but consists of the remainder of the "City Growth Area", set forth in Exhibit "C". No planned boundary adjustments or detachments relate to this area as of the effective date of this Agreement but are possible during the remaining term of this Agreement pursuant to the terms of this Agreement.

(f) **Future Town Islands.** In addition to the specific boundary adjustments described in (a) through (d), above; the parties will review the attachment of future town islands in the Area described in (e) above in the remainder of the "City Growth Area" taking into consideration the following factors:

- (i) Cost-effective, efficient and economical provision of municipal services to the annexed property surrounding the prospective town island.
- (ii) Size and location of proposed town island.
- (iii) Negative environmental impacts.
- (iv) Town land use compatibility with surrounding or adjacent City land uses.

There are no planned boundary adjustments or detachments relating to future town islands as of the effective date of this Agreement but such Adjustments are possible during the remaining term of this Agreement pursuant to the terms of this Agreement.

SECTION IV. ISSUES, PROBLEMS, OPPORTUNITIES.

The Plan will address issues and problems and create opportunities as noted in the subsections below:

4.01. Existing Character of the Territory (Town of Emmet).

The Town of Emmet has a population of 1,302 (2010 census) and is located in Dodge County, Wisconsin. Its territory is about 31.7 square miles.

The Town's land use is as follows:

Agricultural—75%
Residential— 5.5%
Commercial— 1.5%
Industrial—.8%
Governmental land—.2%
Roads— 1%
Flood plain, conservancy, etc.—16%

Some of the major employers in the Town of Emmet are Spuncast Centrifugal; Bee Industries, Inc.; and Strauss Veal Feeds.

The transportation services infrastructure located in the Town of Emmet is served by State Trunk Highways 16 and 26 and several County Trunk Highways ("CW", "DJ", "E", "EM", "JM", "M", "MM", and "Q"). Interstate Highway 94 is located about ten miles south of the Town via STH 26.

Air service is provided by Watertown Municipal Airport, Milwaukee's General Mitchell International Airport, and Dodge County Regional Airport. Water transportation facilities are provided by the Port of Milwaukee and the Port of Kenosha. Rail service to the Town of Emmet is provided by the Union Pacific Railroad and Canadian Pacific Railroad Companies.

Fire protection for the Town is provided by the Watertown Fire Department and Town of Lebanon Fire Department. Police protection is provided by the Town of Emmet Police Department and the Dodge County Sheriff's Department.

Public school and college districts serving the Town and 5 miles around it are the Watertown Unified School District and Madison College Technical College District.

4.02. Existing Character of the Territory (City of Watertown).

The City of Watertown has a population of 23,861 (2010 census) and is located in Dodge and Jefferson Counties. The City of Watertown is located on the Rock River and has expanded to include an area of about 10 square miles. The primary growth of the area is residentially to the southwest and northwest, commercially to the northeast and south, and industrially to the southeast and west.

Nearby urban locations, their approximate populations and proximity to the City of Watertown include the following:

City	Distance* & Direction	Population**
Beaver Dam	26 miles northwest	16,214
Fond du Lac	50 miles north	43,021
Green Bay	111 miles northeast	104,057
Janesville	41 miles south	63,575
Madison	39 miles west	233,209
Milwaukee---	46 miles east	594,833
Chicago	128 miles southeast	2,695,598

* Distances are from the 2010 Official State Highway Map of Wisconsin where possible, others are estimated.

**Approximate populations are from the U.S. Census Bureau 2010.

Scattered around the City of Watertown are a variety of manufacturing and processing businesses. Some of the major employers in the Watertown area include Ad-Tech Industries, Alta Genetics USA, Bethesda Lutheran Home, Symbol Mattress Corp., Clasen Quality Coatings, Inc., Fisher-Barton Industries, Inc., Cutler Hammer/Eaton, Glory Industries, Emil's Frozen Pizza, Evald Moulding Co. Inc., Johnsonville Foods, Kusel Equipment, Maas Brothers Construction, Maranatha Baptist Bible College, Metal Tek/Wisconsin-Investcast, Multi Color Corp., Reiss Industries, Resource Recovery, S.I. Industries, Watertown Hops Company, Watertown UW-Hospital Regional Medical Center, Watertown Metal Products, and Wis-Pak, Inc.

The transportation services infrastructure located in the City of Watertown is serviced by State Trunk Highways 16, 19, 26, and several County Trunk Highways ("A", "CW", "E", "M", "R", "T", "X", and "Y"). Interstate Highway 94 is located about eight miles south of the City of Watertown via STH 26.

Air service is provided by Watertown Municipal Airport (located on the south side of the city), Milwaukee's General Mitchell International Airport (about 50 miles east) and Dane County Regional Airport (about 40 miles west). Water transportation facilities are provided by the Port of Milwaukee (about 50 miles east) and the Port of Kenosha (about 71 miles southeast).

Rail service to the City of Watertown is provided by the Union Pacific Railroad and Canadian Pacific Railroad Companies.

Recreational opportunities exist on the Rock River, Watertown Aquatic Center, Watertown City Parks, including a state-of-the-art baseball complex, Watertown Country Club, Windwood Golf Course, and a variety of other private recreational activities. Fire protection is provided by the Watertown Fire Department. Police protection is provided by the Watertown Police Department, the Dodge County Sheriff's Department and the Jefferson County Sheriff's Department.

Public school and college districts serving the City and 5 miles around it are the Watertown Unified School District and ten parochial elementary schools, as well Maranatha Academy and Luther Prep High Schools. For post-secondary educational opportunities there are located within the City Maranatha Baptist Bible College and Madison College Technical College District.

4.03. Response to Rapid Growth.

Growth pressure on the City and the Town continues at high levels. Unplanned growth will likely result in unanticipated burdens on public services for both the Town and City, especially in the "City Growth Area". The City and the Town 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.

4.04. Protection of Land, Water, and Air.

The Watertown-Emmet area contains rich land, water, and air resources. These assets have been a key component of the quality of life enjoyed by residents of the area. In planning to respond to growth, it is vital to assure that growth does not degrade the assets that have contributed to the quality of life of this area.

4.05. Maintenance of Positive Relationships Between the City and the Town.

The City and the Town have enjoyed a good relationship without the hostility present in many relationships between incorporated municipalities and adjacent towns. They share a common business and social community and desire to maintain and build those ties. The City and the Town believe that entering into this Agreement will create certainty as to the future relationship between the communities and avoid animosity which otherwise might diminish the good relationship they currently enjoy.

4.06. Assurance of Orderly and Economic Development of the City and the Town.

The purpose of this Agreement from the City's perspective is to promote a long-term, environmentally sound, cost-effective pattern of land division for future growth in the "City Growth Area" with the provision of the City sanitary sewer services and water supply services to these "City Growth Area" upon the attachment of lands from the "City Growth Area" of the Town into the City. This Agreement is intended to encourage compact and cost-effective development in the City's perimeter by strictly limiting development in the

“City Growth Area” prior to attachment of parcels in the “City Growth Area” into the City, eliminating current “town islands,” preventing rural sprawl in residential and nonresidential development not served by public water and sanitary sewer systems, and by preserving working farms prior to attachment of parcels in the “City Growth Area” into the City. A specific objective of this Agreement is for the parties to agree upon and adopt, as part of each jurisdiction's comprehensive plan, a similar set of policies for regulating land divisions within the “City Growth Area”.

The purpose of this Agreement from the Town's perspective is to retain its land division control over residential and commercial development in those territories of the Town, which are designated in this Agreement as the Town Growth Area, free and clear of the City's extraterritorial review and zoning powers, preventing urban sprawl in residential and commercial development into the area of the Town designated the Town Growth Area, and preserving working farms and sustainable, agricultural development patterns. A specific objective of this Agreement is for the parties to agree upon and adopt, as part of each jurisdiction's comprehensive plan, a similar set of policies for regulating land divisions within the Town Growth Area.

The Town acknowledges that it is the intent of the Agreement to recognize and confirm that the territory within the “City Growth Area” will eventually be attached to the City. The Town acknowledges that the City has a legitimate role in ensuring that areas within the “City Growth Area” are carefully planned and developed. It is anticipated that at some point in the future these lands will be attached to the City and attached to the City's public utility systems. It is reasonable, therefore, that the City should require that residential areas within the “City Growth Area” be developed in general accordance with the City's comprehensive plan, municipal ordinances, and subdivision design standards. The parties further acknowledge that haphazard or premature residential development in this area could prevent efficient use of the land resources and inhibit efficient and cost-effective delivery of urban services. Therefore, in order to accomplish the intended purposes of the Agreement, the Town agrees that any new residential development within the “City Growth Area” will incorporate standards for land divisions within the “City Growth Area” as set forth in this Agreement.

Due to the proximity of the State Trunk Highway 26 controlled-access bypass of the City and the presence of existing commercial or industrial development in the “City Growth Area” (unnumbered) abutting the former STH 26 (now known as CTH “L”), the Town realizes that its ability to provide adequate public services to this area without significant cost means that these existing and future businesses will have to seek detachment from the Town and attachment into the City to provide a higher level of water supply, sanitary sewerage disposal and sufficient water pressure for fire suppression. However, the Town wants to achieve some predictability in the pace of boundary adjustments that occur and wants to have the private property owners primarily dictate when and over what area such detachment from the Town and attachment into the City would be pursued. The City is interested in limiting the haphazard growth and development of commercial and industrial areas without adequate buffers between such businesses and the existing residences and farms. Therefore, the City wants to assure that there are distinct zoning districts to accommodate such residential, commercial and industrial developments in separated sectors

as to minimize conflicting land uses in close proximity to each other. This means that the City desires such development to proceed in general accordance with the City's comprehensive plan, municipal zoning and land division ordinances, and design standards. These considerations also apply to the efficient delivery of public utility services laid out in public road rights-of-way so as to maximize cost-effective and safe delivery systems for these utilities.

4.07. Establishment of a Mechanism for Joint Planning.

Both the City and the Town have completed their respective Comprehensive Plans that were developed in accordance with the State's "Smart Growth" statutes. Each of the Plans includes an Intergovernmental Cooperation element. With the Plans in place, greater emphasis can be applied to working jointly to resolve any potential land use conflicts or issues, and to promote efficient delivery of services to both the City and the Town.

This Plan provides for a mutually beneficial framework for joint discussion and planning; it will promote intergovernmental cooperation, planning, and problem solving for more efficient delivery of municipal services.

4.08. Protection of Property Rights.

Land use planning provides predictability and certainty to property owners. It serves as a guideline for the future use of property and future actions by elected officials and governing bodies. Planning enhances the ability of property owners to make decisions about investment, use, and maintenance of their land. The parties affirm in this Agreement that private property ownership is the economic foundation of the economy, and that all rights, decisions, and discretion not otherwise affected by land use plans must ultimately lie with property owners.

4.09. Establishment of Long-Term Boundaries Between the City and the Town.

Like many towns located next to incorporated municipalities, the Town might become involved in a number of future annexation disputes. Some of these disputes might involve the City, due to its extraterritorial zoning powers and extraterritorial land division review jurisdiction, and the disputes will absorb substantial amounts of the Town's fiscal resources. The final long-term boundary and recognized boundary adjustments sought by this Plan will recognize the legitimate need of the City to grow in an orderly manner and the equal need of the Town to secure with some degree of certainty a long-term, stable boundary with the City. The term and implementation phases of boundary adjustments under this Plan recognize and attempt to balance the competing desires of existing Town residential properties with the commercial development needs of other Town property owners.

4.10. Removal of Blighted Areas.

One of the key objectives of this Agreement is to eliminate blighted areas, to eliminate existing town islands, to bring into the City areas of more urbanized growth that lack sufficient public services (particularly sanitary sewer and water services), and correct irregular municipal

boundaries that pose long-term impediments to compact and efficient urban growth, which results in a parallel cost-effective and efficient delivery of public services.

SECTION V. TERM OF THE PLAN AND BOUNDARY ADJUSTMENT PERIOD.

The term of this Agreement shall commence on September 29, 2014 and shall expire on December 31, 2032. The basis for this nineteen-year term is that such time period is deemed by the City and the Town to be necessary to protect existing Town land owners from annexation of their properties into the City against their will and for the City to fully assimilate the territory in the "City Growth Area" in an orderly and cost effective manner.

In addition to the preceding term extension, the parties agree that the revenue sharing provisions of Section XII shall begin upon the effective date of this Agreement and continue until December 31, 2032. No breach or violation of any of the terms of this Agreement or the Restated Intermunicipal Cooperation Agreement (Exhibit "A") shall operate to void or terminate or provide grounds for termination, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined or otherwise remedied by specific performance.

The parties agree to review any issues regarding the need for other future boundary adjustments on the common boundary lines between the City and the Town in the "City Growth Area" at periodic intervals of at least every five (5) years after the date of this Agreement in order to facilitate the smooth and effective implementation of the goals and policies embodied in this Agreement. However, these review time intervals are suggestive only and not binding on either party to conduct mandatory periodic reviews of this Agreement. Nothing in this Agreement shall be construed to require the parties to detach, attach, or annex territory in response to the periodic reviews described above. All rights are reserved by each party.

SECTION VI. PROVISIONS FOR FOR BOUNDARY ADJUSTMENTS BETWEEN THE CITY AND THE TOWN.

6.01. Incorporation of the Restated Intermunicipal Cooperation Agreement.

This Cooperative Boundary Agreement hereby incorporates by reference all provisions of a Restated Intermunicipal Cooperation Agreement between the City of Watertown and the Town of Emmet. The parties recognize and acknowledge the right of both the City and the Town to prepare and adopt comprehensive plans and plan amendments that may include, among other matters, goals, objectives and policies to guide land division within their respective territories. The City adopted an Amended Comprehensive Plan on November 17, 2009, pursuant to Wis. Stats. § 66.1001, for the purpose of guiding its decisions regarding long-term growth and physical development of the City. Pursuant to Wis. Stats. § 60.61 and §66.1001, the Town has adopted a Comprehensive Plan on December 11, 2002, to guide decisions regarding long-term growth and physical development through 2025. The parties further agree that as their respective comprehensive plans relate to land divisions within the "City Growth Area", such comprehensive plans and amendments thereto shall be consistent with this Agreement.

(a) The parties stipulate that the City's Amended Comprehensive Plan, as amended from time to time, shall take precedence in the "City Growth Area". The Town shall not take any action, direct or indirect, to oppose or interfere with the administration of the City's Amended Comprehensive Plan applicable to the "City Growth Area". In addition to the preceding, the Town agrees not to directly or indirectly purchase conservation easements nor shall the Town acquire any land for the purpose of precluding or delaying development in the "City Growth Area". The preceding provisions are not intended to interfere with the implementation of farmland preservation zoning and contracts as authorized by law.

(b) The parties stipulate that the Town's Comprehensive Plan, as amended from time to time, shall take precedence in the Town Growth Area. The City shall not take any action, direct or indirect, to oppose or interfere with the administration of the Town's Comprehensive Plan applicable to the Town Growth Area. In addition to the preceding, the City agrees not to directly or indirectly purchase conservation easements nor shall the City acquire any land for the purpose of precluding or delaying development in the Town Growth Area

6.02. Future Boundary Adjustments Between the City and Town.

Any lands for which the City receives a petition for boundary adjustment that are located within the "City Growth Area" may be detached from the Town and attached to the City in accordance with the procedures in Section VIII of this document, as amended from time to time. Boundary adjustments that satisfy the above requirements need not be contiguous and, further, may create town islands in the "City Growth Area". However, the parties acknowledge that unanimous petitions for boundary adjustments are to be encouraged. But, if a non-unanimous petition for boundary adjustment is required by the circumstances, the City agrees to take reasonable steps to minimize the extent of the attachment of land owned by non-consenting owners. These reasonable steps include, without limitation, the configuration of the boundary adjustment map so as to make maximum use of public rights-of-way and property lines. A configuration of a "balloon on a string" is acceptable and should be pursued when feasible. Notwithstanding anything to the contrary, the City shall not accept a petition for boundary adjustment from territory located in the "City Growth Area" if the petition is signed only by electors who are not also property owners. The City shall provide the Town an opportunity to review and comment on all proposed non-unanimous boundary adjustments prior to the City's adoption of the relevant boundary adjustment ordinance. Within the Town, no territory outside of the "City Growth Area" may be attached by the City during the term of this Agreement, except as allowed in Section 6.02(d) below.

(a) The Town shall not directly or indirectly oppose the detachment of land from the Town and attachment of land to the City located within the "City Growth Area". The Town also agrees not to financially support anyone who does oppose or seeks to contest detachment of lands from the Town and attachment of lands to the City of lands that are located exclusively within the "City Growth Area". If the Town is impeded in or made a party to any lawsuit or cause of action commenced by a party other than the City, the Town shall immediately stipulate that it does not oppose the contested boundary adjustment. The Town shall also cooperate with the City on the dismissal of

the Town as a party to the relevant lawsuit. Upon a request by the City, the Town shall provide a letter to the State of Wisconsin indicating that the proposed boundary adjustment within the "City Growth Area" is in compliance with this Agreement.

(b) If any territory outside the "City Growth Area" is annexed to the City in violation of this Agreement the City agrees, in accordance with the provisions of Wis. Stats. § 66.0217(14)(a), as amended, 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, which is intended 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 ten (10) years from the date the annexation ordinance is effective. The reimbursement shall be calculated based on the assessed value assigned by the Town of all land and improvements in the attached territory as of the date the annexation took place. The assessed value of such lands as of the year of annexation shall be multiplied by the mill rate established by the Town for the year of the annexation to calculate that amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the relevant annexation.

(c) It is the parties' intent that the territory within the "City Growth Area" should eventually be attached to the City. However, the parties acknowledge that under current State annexation law it is probable that certain isolated parcels may remain within the Town even after various larger parcels have been annexed to the City. Therefore, the parties agree that it is necessary to establish a mechanism that will assure the City that all the territory within the "City Growth Area" will eventually be attached to the City. To this end the parties agree to periodically review the need for boundary changes, pursuant to Section V of this Agreement.

(d) The City shall not annex any land from the Town Growth Area without the Town's prior written consent. A written request for consent shall be submitted to the Town upon receipt of an annexation petition. The Town shall review and respond to the City within ninety (90) days of the City's written notice of the City's intent to annex land from the Town Growth Area. The Town's failure to respond in writing to the City within ninety (90) days shall constitute the Town's denial of the annexation.

6.03. Post-Attachment Land Divisions.

After being attached to the City additional land divisions may occur above the four (4) dwellings per forty-(40)-acre density maximum in order to comply with the then-current City zoning requirements for the relevant area. The City reserves the right to levy special assessments on all existing developed and undeveloped properties to cover the costs of extending public utilities into the relevant area. The ability to further subdivide properties after attachment is necessary in order to recover the costs associated with the public improvements to serve the attached territory.

6.04. Restrictions on Residential Development Within “City Growth Area”.

The Town acknowledges that it is the intent of the Agreement to recognize and confirm that the territory within the “City Growth Area” will eventually be attached to the City. The Town acknowledges that the City has a legitimate role in ensuring that areas within the “City Growth Area” are carefully planned and developed. It is anticipated that at some point in the future these lands will be attached to the City and attached to the City's public utility systems. It is reasonable, therefore, that the City should require that residential areas within the “City Growth Area” be developed in general accordance with the City's comprehensive plan, municipal ordinances, and design standards. The parties further acknowledge that haphazard or premature development in this area could prevent efficient use of the land resources and inhibit efficient and cost-effective delivery of urban services. Therefore, in order to accomplish the intended purposes of the Agreement, the Town agrees that any new residential development within the “City Growth Area” will incorporate the following standards for land divisions within the “City Growth Area”:

(a) Restrictions on Residential Development Within “City Growth Area”.

- (i) Maximum Density.** Each residential parcel or lot approved by the Town after the effective date of the Agreement shall be limited to a maximum density of four (4) single-family residential dwellings per each forty-(40)-acre parent parcel.
- (ii) Code Compliant.** Each new lot shall meet the then-current State and County health code requirements for on-site sewage treatment and private water wells.
- (iii) Lot Layout Within Parent Parcel.** The proposed lot layout for each overall parcel shall locate residences and other structures on building sites that have the least impact on environmentally-sensitive areas and that are less well-suited for farming and agricultural uses. The maximum lot size for such residential lot shall be no greater than one (1) acre. To the extent possible, buildings shall be located between 30 and 100 feet from an existing or new public road right-of-way. The Town grants to the City the authority and power to designate the location and configuration of the residential lots within the larger, parent parcel so as to minimize rural sprawl and to prevent the accumulation of all residential lots on existing Town roads with little utilization of the interior land area of the larger parcel. Furthermore, the proposed lot layout for the overall parcel shall provide for the future efficient subdivision of the parcel for higher urban densities when it is ultimately attached into the City.
- (iv) Undeveloped Land.** The remainder of the overall parcel not developed with lots and roads shall remain designated as agricultural use for the purpose of precluding further

development until such time as attachment to the City occurs and as urban services can be provided to the parcel. Each property owner who seeks to create residential development within the "City Growth Area" shall be limited to the restrictions outlined in this Section 6.04(a) of the Agreement. Any further and subsequent land divisions or further land development on undeveloped land of any such property owner remaining on the parent parcel shall require the prior written consent of the City.

- (v) **Certified Survey Maps.** All proposed lots must be created by a Certified Survey Map, which requires the approval of the Town, the City and the County.
- (vi) **Applicability of Restrictions.** These provisions restricting residential development within the "City Growth Area" shall only be applicable during such time period as any property subject to residential development remains within the Town. Upon attachment to or annexation of any such property into the City, the provisions pertaining to residential development contained in Section 6.04(a) shall no longer be applicable and such attached or annexed property shall be subject to the zoning ordinances and subdivision control ordinances of the City as amended from time to time.

(b) Restrictions on Non-Residential Development Within "City Growth Area".

- (i) **Prior City Approval Required.** Within the "City Growth Area", the Town shall not issue any land use permits authorizing non-residential development within the "City Growth Area" without obtaining the City's prior written approval of the proposed development. The City shall review and respond to the Town within ninety (90) days of the Town's written notice of the Town's intent to issue a land use permit authorizing non-residential development in the "City Growth Area". The City's failure to respond in writing to the Town within ninety (90) days shall constitute the City's consent. The issuance of a land use permit by the Town without first obtaining the City's approval shall be null and void and, further, the Town stipulates that the City is authorized to obtain injunctive relief against any such unapproved non-residential development. To accomplish the intended purposes of this Section 6.04(b), the Town shall amend its relevant land use ordinances. "Land use permits" and "land use ordinances" include zoning ordinances, subdivision ordinances, land disturbance ordinances and storm water ordinances.

- (ii) **Non-Residential Development; Definition.** For purposes of this Section, "non-residential development" shall mean any non-agricultural use and all residential uses exceeding the limits set in this Agreement, any change of use or rezoning from an existing use; any proposed land division (by plat, condominium plat, certified survey map, or other means), any issuance of a conditional use permit, any modifications to the physical structure of a building or construction of a new building for which a building permit is required, any grading, any grant of a new highway access, any grant of a storm water permit, or any removal of more than 30% of the timber from a parcel of land within the "City Growth Area".
- (iii) **Applicability of Restrictions.** These provisions restricting non-residential development within the "City Growth Area" shall only be applicable during such time period as any property subject to non-residential development remains within the Town. Upon attachment to or annexation of any such property into the City, the provisions pertaining to non-residential development contained in Section 6.04(b) shall no longer be applicable and such annexed property shall be subject to the zoning ordinances and subdivision control ordinances of the City as amended from time to time.

6.05. Building Inspections/Zoning Enforcement.

During the term of this Agreement the parties agree that the City may elect to perform all building inspection and zoning enforcement services and functions and development reviews within all or a part of the "City Growth Area". In such instances, the Town shall delegate its building inspection and zoning enforcement powers and responsibilities to the City. The Town shall take all necessary actions authorized by law to cooperate with the City in order to accomplish the intended purposes of this section, including, without limitation, allowing the City to charge back such fees to the Town property owner or against the property, which is the subject matter of the building code enforcement or zoning code enforcement activities. The City and the Town shall promptly exchange copies of all building, zoning and inspection permits issued pursuant to the provisions of this Agreement.

SECTION VII. DEVELOPMENT GUIDELINES OF THE TOWN'S TERRITORY DURING THE PLAN TERM.

7.01. Development in "City Growth Area".

(a) **General Provisions.** The City and the Town agree to take action, or to refrain from taking action, as set forth in this Section 7.01 with respect to the land located within the "City Growth Area". The following requirements of this Section 7.01 shall apply to all territory located within the "City Growth Area" during the term of this Agreement and such requirements shall only be removed by attachment to or annexation to the City.

(b) **New Development.** As long as the land remains in the Town, new development in the "City Growth Area" shall be limited to new or expanded agricultural operations, and new single-family detached residential uses. All undeveloped land shall be designated in an agricultural use designation by the Town under its Zoning Code or a "Rural Holding" use designation under the City's Zoning Code. Furthermore, all new development shall be subject to the Design Standards found at Section 7.01(c), the Restrictions on Residential Development found at Section 6.04(a), and the Restrictions on Non-Residential Development found at Section 6.04(b).

(c) **Design Standards.** All land divisions within the "City Growth Area" shall be designed in compliance with the City's Official Map and Land Use Plan for the area by dedicating rights-of-way or expanded existing rights-of-way and for planned rights-of-way. Planned storm water management facilities and environmental corridor areas shall also be respected in the design of these land divisions. All new development and land divisions shall also comply with the following layout and development standards:

- (i) New residential development proposals in the "City Growth Area" shall first be presented to the City for review and approval. The proposal shall be accompanied by a layout sketch in compliance with the City's density layout requirements. Within the "City Growth Area", the Town shall not issue any land use permits authorizing residential development within the "City Growth Area" without obtaining the City's prior written approval of the proposed development. The City shall review and respond to the Town within ninety (90) days of the Town's written notice of the Town's intent to issue a land use permit authorizing residential development in the "City Growth Area". The City's failure to respond in writing to the Town within ninety (90) days shall constitute the City's consent.
- (ii) No land may be developed and no land may be subdivided without provision for easements for public utilities, public roads, driveway access location and design, and storm water management in accordance with the standards determined by the Engineer's Office of the City.

- (iii) All land divisions from existing parcels containing residences within the "City Growth Area", even if otherwise exempt from review, pursuant to Wis. Stats. § Section 236.45(2)(am) require the prior written approval of the City under Section 7.01(c)(i).
 - (iv) New streets constructed within the "City Growth Area" shall contain a minimum 66-foot right-of-way and shall be designed, located and constructed to City specifications.
 - (v) The Town may approve changes in zoning classifications and conditional uses for residential or non-residential parcels of land in the "City Growth Area" shall be granted by the Town only after consultation with the City and the written agreement of the City. Written notice of a zoning amendment shall be forwarded to the City Zoning Administrator in writing. Failure of the City to respond within ninety (90) days of the notice shall be deemed an approval. A rezoning by the Town in violation of this provision shall be void.
 - (vi) To the extent authorized by law, the Town shall refuse to approve certified survey maps or platted subdivisions unless the City consents to the land divisions. Failure of the City to respond within 45 days of written notice shall be deemed an approval.
 - (vii) The Town shall utilize planning and construction standards proposed by the City for new or reconstructed roads, public utilities and other public facilities in the "City Growth Area". The preceding does not apply to the maintenance or repair of Town roads existing as of January 1, 2013, but shall apply to subsequent roadway development and right-of-way dedication requests.
- (d) **Blighted Areas.** The parties acknowledge that portions of the "City Growth Area" constitute a public nuisance and are blighted. Notwithstanding that the blighted area is within the "City Growth Area", the Town shall cooperate with the City to abate and remove the blighted conditions. If the blighted conditions have not been removed within a reasonable time after this Agreement is signed, the parties shall initiate a boundary change pursuant to a petition for boundary adjustment, under Wis. Stats. § 66.0307, as amended. The purpose of the boundary change is to transfer the jurisdiction of the blighted area from the Town to the City. The preceding shall not limit the Town or the City from bringing a direct action to abate any public nuisance in the "City Growth Area". If such a boundary adjustment is needed to cure blight, said boundary adjustment is exempt from the Revenue Sharing provisions of this Agreement.

(e) **Parent Parcels.** All parent parcels must be included within the boundaries of any land division. All condominium or related forms of development involving the division of less than fee interests in property shall be required to receive land division approval from the City.

7.02. Development in Town Growth Area.

(a) **Rural Development Policies.** The parties acknowledge that the Town has recently prepared a comprehensive plan, which includes a land use plan that permits agricultural uses, low-density residential development and a limited amount of neighborhood/crossroads commercial development. The Town shall develop Rural Development Policies to permit agricultural uses, low density residential development and a limited amount of neighborhood/crossroads commercial development all in accordance with the Town Land Use Plan. Permitted non-residential and non-agricultural land uses within portions of the Town Growth Area along STH 26 south of Second Road; along CTH Q; and along CTHs R and CW in Sections 26, 27 and 35 known as "City Periphery Areas"; shall be subject to the same building materials, landscaping and signage requirements for the Town's Zoning Code in conformity with either the Town's "Convenience Commercial District" ("C-C District", as codified in Section 3.41 of the Town's Zoning and Land Division Code) or the Town's "Extensive Commercial District" ("E-C District", as codified in Section 3.42 of the Town's Zoning and Land Division Code). However, regional "big box store" development shall only be permitted within the Town Growth Area with the City's written consent. Regional "big box store" development shall be defined as any store with more than 50,000 square feet of gross floor area. Examples include, but are not limited to the following types and companies:

- (i) Department and Mass Merchandise Stores that sell a variety of items, including but not limited to, Farm and Fleet, Fleet Farm, Shopko, Costco, WalMart, Super Wal-Mart, Target, Target Greatland, Kmart and Big K;
- (ii) Single Retail Category Stores that dominate a single retail category such as electronics, appliances, super markets, etc. including but not limited to, Best Buy, American, Colders, Steinhafels, Circuit City, Staples, Office Max, Cub Foods, Woodman's Foods, Piggly Wiggly Stores and Roundy's Foods;
- (iii) Discount Retailers that sell a variety of items and include warehouse stores, purchase clubs, off-price stores and outlet stores, etc., including but not limited to, Lowe's, Home Depot, Menard's, Costco and Sam's Club.
- (iv) Major indoor entertainment centers, recreation clubs, indoor sports facilities, lodging and resort facilities, including, but not limited to, bowling, skating, ice sports, soccer, golf, health clubs, movie theaters, arenas, hotels, resorts and conference centers.

(b) **Official Maps and Comprehensive Plans.** All development within the Town Growth Area shall take account of official maps and comprehensive plans adopted by the State of Wisconsin, Dodge County or the City. The Town shall require dedications consistent with said official maps, or comprehensive plans. The parties acknowledge their mutual interest in taking all reasonable actions to assure the consistency of their respective comprehensive plans and official maps. Therefore, the parties' respective comprehensive plans and official maps are intended to supplement and complement each other and shall, where feasible, be thus interpreted.

If, however, any provision of a party's comprehensive plan or official map irreconcilably conflicts with the other party's comprehensive plan or official map, then the City's Comprehensive Plan and Official Map shall control in the "City Growth Area" and the Town's Comprehensive Plan and Official Map shall control in the Town Growth Area.

(c) **Development Standards.** Except as expressly set forth in this Agreement, the Town reserves all rights over the zoning and development of the land located within the Town Growth Area. Notwithstanding anything to the contrary, there are no minimum or maximum lot size limitations for land divisions within the Town Growth Area.

(d) **City Approvals.** The City shall not withhold approvals necessary under applicable state, county or local laws, regulations or ordinances to all divisions of land, or other development-related matters, provided such development occurs in accordance with this Agreement and all other applicable statutes, ordinances and regulations.

7.03. Advancement of Mutual Interests.

The parties acknowledge that in order to effectively implement this Agreement it may be necessary to obtain the cooperation of and approval of other governmental agencies, including, but not limited to, Dodge County, the Wisconsin Department of Natural Resources, the Wisconsin Department of Transportation, the Wisconsin Department of Administration or other State agencies. In all matters necessary to implement this Agreement the parties shall seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties shall submit a single, joint request or other appropriate document requesting the necessary approval. Examples of joint requests that may require the cooperation of the parties include, but are not limited to, the following:

(a) Storm water management, soil erosion control, wetlands and woodlands management.

(b) Approvals for access to federal, state or county roadways.

SECTION VIII. PROCEDURE FOR ATTACHMENT OF TOWN TERRITORY INTO THE CITY AND BOUNDARY ADJUSTMENTS DURING THE PLAN TERM.

8.01 Policy Statement on Rationale for Adoption of Procedures on Attachment.

The following procedures are adopted to facilitate the smooth and effective implementation of the goals and policies embodied in this Agreement. These agreements were reached between the City and the Town as a result of joint planning initiatives will better serve both the City's and the Town's communities.

Currently, Section 62.23(7a), Wis. Stats., allows the City to exercise its extraterritorial zoning power in the Town's territory up to a distance of three (3) miles beyond the City's corporate limits. Under its extraterritorial zoning authority, the City may enact interim zoning ordinances that freeze existing zoning, or, if there is no zoning, then existing land uses, while a long-term comprehensive plan and regulations are developed. The statute provides that the interim ordinance may be for a term not to exceed two (2) years.

A joint extraterritorial zoning committee must be established consisting of three (3) City Plan Commission members appointed by the Mayor and three Town members appointed by the Town Board. The remainder of the City Plan Commission works with the joint committee in preparing the comprehensive plan and regulations. A majority of the joint committee must approve the comprehensive plan and regulations before they may be enacted.

Section 236.10, Wis. Stats., which provides for the City's plat approval authority and approval of the Dodge County Planning Agency, the Town's Town Board and the City's Common Council and the statutory allowance for the City to exercise its extraterritorial plat review authority in the same geographic area as defined within the Section 62.23(7a), Wis. Stats. However, extraterritorial zoning requires the Town approval of the zoning ordinance, while extraterritorial plat approval applies automatically if the City adopts a subdivision ordinance or official map. The Town does not approve the subdivision ordinance for the City. The City may waive its extraterritorial plat approval authority at its discretion, if it does not wish to use it.

Section 236.45, Wis. Stats., exempts certain types of land use decisions and municipal review authority for land parcels greater than one and one-half acres but less than five acres in size. The City intends to exercise its extraterritorial plat review jurisdiction even for those powers delegated by the Wisconsin Legislature under Section 236.45 (2), Wis. Stats., and the City intends to exercise its subdivision control jurisdiction, pursuant to Section 236.45(3) and (6), Wis. Stats., under this Cooperative Plan.

The legislative purpose of extraterritorial plat approval jurisdiction is to help the City influence the development patterns of areas outside of its boundaries that will likely be annexed to the City in the future. This helps the City protect land use decisions near its boundaries from conflicting uses outside its corporate limits.

However, both the City and the Town agree that in lieu of unbridled authority of the City extending to the "three-mile-limit" outside its boundary area throughout the Town; the City has agreed to limit the exercise of its extraterritorial plat review and zoning or subdivision control jurisdiction in the Town. Therefore, the City and the Town have carefully delineated the "City Growth Area" where the full extraterritorial land use jurisdiction of the City will be applicable from the "Town Growth Area" which will not be subject to extraterritorial plat review and

zoning review authority by the City, under the statutes cited above in this Section 8.01.

The exercise of this extraterritorial plat review and zoning or land use approval by the City shall be exercised only in the "City Growth Area" for the remainder of the term of this Cooperative Plan, pursuant to the guidelines and procedures in this Section VIII.

8.02 Statutory Methods of Annexation and Boundary Adjustments.

Wis. Stats. § 66.0217 provides three methods of annexation for attaching contiguous territory, Wis. Stats. § 66.0225 provides for court-ordered annexation, Wis. Stats. § 66.0221 provides for annexation of town islands, Wis. Stats. § 66.0223 provides for attaching municipally-owned territory, and Wis. Stats. § 66.0225 provides for stipulated boundary adjustments between the Town and City in contested annexations; by which detachment from the Town and attachment into the City may occur. The City and the Town hereby elect not to adopt these provisions of the Wisconsin Statutes or be bound by these provisions in the "City Growth Area" described in this Agreement, subject to the restrictions agreed upon by the City and Town in Section 6.02 of this Cooperative Boundary Agreement. "Attachment" involves the detachment from the Town of one or more tax parcels from the Town and the transfer and attachment to the City of those tax parcels. The intent of both parties by entering into this Agreement is to amend the methods by which electors or landowners in the "City Growth Area" can attach land into the City by utilizing the alternate boundary adjustment provisions of this Agreement; otherwise the City cannot attach property within the "City Growth Area". However, landowners may still utilize annexation procedures, under Wis. Stats. § 66.0217, by the following petition procedures:

- (a) **Unanimous Approval.** A petition is presented, signed by all of the qualified electors residing in the territory and by all of the real property owners residing in the territory and by all of the non-resident, real property owners included within the petition presented to the City.
- (b) **Direct Annexation.** A circulation of a petition for direct annexation and attachment is initiated, signed by a number of qualified electors residing in the area proposed to be annexed equal to at least the majority of votes cast for governor in the territory at the last gubernatorial election and signed by the owners of at least one-half of the real property in the territory, either in value or in land area.
- (c) **Annexation by Referendum.** A petition requesting a referendum election on the question of attachment may be filed with the City or with the Town if signed by at least 20% of the qualified electors who cast votes for governor in the last gubernatorial election in the proposed territory to be annexed and the owners, either in land area or assessed value, of at least one-half of the real property in the territory proposed to be attached.

It is the intent of the parties to this Agreement to waive the application of the annexation statutes cited in this Section 8.02, subject to the power authorized in Wis. Stats. § 66.0307 (7), and substitute the boundary adjustment provisions as contained in this Section VIII of this Agreement over the entire term of this Agreement as one of the methods by which qualified

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electors and landowners, in the Town and the City may effect boundary adjustments in the "City Growth Area" in addition to the regular annexation procedures outlined in this Section 8.02.

8.03 Establishment of Long-Term Boundary Between City And Town.

The current limits of the City bordering the Town in the "City Growth Area" shall constitute the boundary area between the City and the Town. Adjustments to that boundary are to be accomplished and expanded through the creation of the "City Growth Area" during the Cooperative Plan term and as protected through the creation of a "Town Growth Area". Any such boundary adjustments, pursuant to the terms of this Cooperative Boundary Agreement, shall constitute the long-term boundary between the City and Town. The future adjustment of the boundary area between the City and the Town recognizes the changing nature of that area of the Town which exists in the "City Growth Area" as well as the stability of development and land uses which will exist in the "Town Growth Area". This Cooperative Boundary Agreement will attempt to forecast the future need for municipal services and increased development in the "City Growth Area" and to allow for the eventual elimination of Town peninsulas and islands and other irregularities with the municipal border that may create service delivery confusion or inefficiencies. The area under consideration is and will remain in the Watertown Unified Area School District. Terrain and other physical features are virtually uniform throughout the planning area. The expansion of the City into the Town will allow for the orderly development of the City that should lessen urban sprawl and create compactness over time. The staged expansion will also allow for appropriate planning of infrastructure and other service needs into these areas. With these goals in mind, the City and the Town adopt the following implementation strategies to advance the goals of this Cooperative Boundary Agreement:

- (a) The City may attach areas within the "City Growth Area" as provided in this Agreement, but will not attach or annex during the term of this Agreement any part of the "Town Growth Area", except with written approval of the Town Board.
- (b) The City and Town have independently determined that the long-term boundary established by this Cooperative Plan best promotes the mutual public health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy of future development within both the City and the Town.

8.04 Voluntary Attachment of Territory in "City Growth Area".

Following approval of this Cooperative Plan by the State of Wisconsin Department of Administration, property owner(s) within the "City Growth Area" will have the right to request attachment of their land(s) to the City at any time. Procedures to attach land on a voluntary basis are found in Section 8.05 of this Cooperative Plan.

8.05 Procedure for Voluntary Attachment of Territory in "City Growth Area".

The procedure for Voluntary Attachment of territory in the "City Growth Area" shall be as follows:

(a) **Petition for Boundary Adjustment.** Upon written petition for boundary adjustment of land filed with the City Clerk on City forms signed by at least one-half of all of the real property owners, resident or non-resident, of the proposed territory in the "City Growth Area" to be detached from the Town and attached to the City, exclusive of Town roads abutting such land, without further review and approval of the Town, the City may, with a minimum of ten (10) days advance, written notice to the Town Clerk, and after further review and recommendation by the City Plan Commission, adopt an Attachment Ordinance by a majority of the elected members of its Common Council attaching the land. The Attachment Ordinance may designate a temporary or permanent zoning classification for each parcel as prescribed in Wis. Stat. § 66.0217 (8).

(b) **Notice Requirements.** Following adoption of the Attachment Ordinance, the City Clerk shall immediately file, record and send copies of the same, in accordance with Wis. Stat. §§ 66.0217(9)(a) and 66.0307(10). Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one. The information filed with the Wisconsin Department of Administration shall be utilized in making adjustments to entitlements under the federal revenue sharing program and to distribution of funds under Wis. Stat. Chapter 79, and to any successor or other federal or state entitlement or revenue-sharing program.

(c) **Consent of Landowners Required.** No land shall be attached to the City as a Voluntary Attachment without the consent of the requisite number of the land owners in the territory, as outlined in Section 8.05(a). Petition signatures or other indices of consent shall not be required of lessees, residents, occupants or users of property who are not owners of the property in the territory.

(d) **Description of Territory to be Attached.** Territory may be attached to the City, under this Cooperative Plan, irrespective of the size, or shape of the territory. Such attachments may create Town islands. The City, however, may reject any petition to attach territory that is not contiguous, configured or located in such a manner as will enable the City to provide adequate and timely public services to the property. The City is authorized to confer with landowners interested in attachment to recommend the size, shape and contiguity of territory to be covered by a petition.

(e) **Waiver of Town's Right to Oppose Attachment.** The Town shall not oppose any attachments permitted by this Agreement or provide support, financial or otherwise, to those who do.

(f) **Functional Town Islands.** Any territory within the "City Growth Area" not attached to the City as a Voluntary Attachment may be attached to the City as a Functional Town Island attachment in accordance with the time frames and procedures governing such attachments set forth in Section 8.06 below.

(g) **Connection to City's Water and Sewer Systems.** Following attachment, properties shall be required to connect to the City's municipal water and sanitary sewer systems within one (1) year following the date of attachment, except that connection to the City municipal water and sewer systems may be delayed for a period not to exceed sixty

(60) months if the property owner provides a current evaluation of the existing private well and/or private sanitary system as performed by a Licensed Plumber or Certified Sanitarian.

(h) **Consent of Property Owners Not Required.** Attachment Ordinances pertaining to adjustment of the boundaries in areas of the "City Growth Area", which are declared to be detached from the Town and attached to the City shall not require the consent of owners, residents, occupants or electors on the affected parcels of lands in the designated areas of the Town.

(i) **Attachments Shall Include Public Right-of-Way.** All attachments shall include the full width of abutting Town roads, except those roads the centerline of which is part of the Boundary Line. The City may also include in such attachments any Town road rights-of-way that abut lands previously annexed to the City before the effective date of this Agreement, even though such inclusions will create Town islands.

(j) **Effective Date of Attachment.** Town territory in the "City Growth Area" included in an attachment will be attached to the City effective at 12:01 a.m., on the next Sunday after adoption of the Attachment Ordinance, except as provided in Section 8.02 and 8.03 above.

(k) **Attached Territory.** Town territory attached to the City from time to time under this Cooperative Plan shall become City territory subject to all City zoning, subdivision control and general ordinances on the effective date of attachment.

(l) **Contesting Validity of Attachment Ordinance.** No action to contest the validity of the cooperative plan adopted under this Agreement or an amendment to a cooperative plan such as an adoption of an Attachment Ordinance creating a future boundary adjustment, regardless of the grounds for the action, may be commenced after 60 days from the date on which the Department of Administration approves this Agreement or commenced after 60 days has elapsed following the recording date for any Attachment Ordinance adopted under this Section 8.05, respectively. No action relating to compliance with a binding element of this Agreement may be commenced later than 180 days after the failure to comply.

8.06 Procedure for Functional Town Island Attachment of Territory in "City Growth Area".

The procedure for attachment of geographic areas within the "City Growth Area" determined to be a Functional Town Island may be incorporated into the City by an Attachment Ordinance adopted by a two-thirds majority vote of a quorum of the City of Watertown Common Council, pursuant to Wis. Stats. § 66.0221 as follows:

(a) **Determination and Definition.** The City of Watertown Zoning Administrator will make the initial determination as to whether an area has become a Functional Town Island, per standards identified in Section 8.05(a)(i) of this Plan.

- (i) **Functional Town Island.** For purposes of this Agreement, a Functional Town Island occurs when either man-made or natural barriers, employed in conjunction with City corporate boundaries, isolate a portion of the Town in the "City Growth Area". In determining whether an area is sufficiently isolated so as to constitute a Functional Town Island, the parties shall consider: (1) The extent to which lakes, rivers and political boundaries isolate the area from the balance of the Town, (2) The extent to which natural borders and political boundaries of the City isolate the area from the balance of the Town, or (3) The extent to which, for all practical purposes, the area is cut off from the remainder of the Town.
- (ii) **Public Hearing.** Upon making his or her determination that an area has become a Functional Town Island, the Zoning Administrator will schedule a public hearing before the City of Watertown Planning Commission to recommend to the City of Watertown Common Council to adopt a resolution declaring said area to be a Functional Town Island. At least 30 days prior to said hearing the City Zoning Administrator shall send a meeting notice to all property owners of record within the affected parcels or land in the "City Growth Area" as identified in the public records of the Dodge County Geographic Information System (GIS). At least 30 days prior to the hearing, the City shall also send a meeting notice to the Town of Emmet Town Clerk.
- (iii) **Council Resolution.** After reviewing the determination and recommendations of the Zoning Administrator and the results of the Public Hearing comments, the City of Watertown Plan Commission may make a recommendation to the City of Watertown Common Council to adopt or not to adopt a resolution declaring said area to be a Functional Town Island. Thereafter, the Common Council may adopt a resolution declaring said area to be a Functional Town Island.
- (b) **Attachment Ordinance.** At any separate meeting following the adoption of a resolution declaring an area to be a Functional Town Island, the Common Council may adopt an Attachment Ordinance by a majority of the elected members, attaching said property to the City. The effective date of said Attachment Ordinance shall be at least twelve (12) months from the date of the Attachment Ordinance adoption. Attachment Ordinances may designate temporary or permanent zoning classifications for each parcel of land as prescribed in Wis. Stat. § 62.23(7)(d). The City Clerk shall file, record, or send such attachment ordinances in the same manner as described under Section 8.05 (b) above.
- (c) **Connection to City's Water and Sewer Systems.** Following attachment, properties shall be required to connect to the City's municipal water and sanitary sewer systems within one (1) year following the date of attachment, except that connection to the

City municipal water and sewer systems may be delayed for a period not to exceed sixty (60) months if the property owner provides a current evaluation of the existing private well and/or private sanitary system as performed by a Licensed Plumber or Certified Sanitarian.

(d) **Consent of Property Owners Not Required.** Attachment Ordinances of areas declared to be Functional Town Islands shall not require the consent of owners, residents, occupants or electors in the affected Functional Town Island areas.

(e) **Attachments Shall Include Public Right-of-Way.** All attachments shall include the full width of abutting Town roads, except those roads the centerline of which is part of the Boundary Line. The City may also include in such attachments any Town road rights-of-way that abut lands previously attached to the City before the effective date of this Cooperative Plan, even though such inclusions will create Town islands.

(f) **Effective Date of Attachment.** Town territory in the "City Growth Area" included in an attachment will be attached to the City effective at 12:01 a.m., on a date exactly twelve (12) months after adoption of the attachment ordinance except as provided in Section 8.02 and 8.03 above.

(g) **Attached Territory.** Town territory attached to the City from time to time under this Cooperative Plan shall become City territory subject to all City zoning, subdivision control and general ordinances on the effective date of attachment.

SECTION IX. THE CITY'S EXTRATERRITORIAL ZONING AND LAND DIVISION AUTHORITY.

The parties acknowledge that the City, prior to adoption of this Agreement, had been exercising its statutory extraterritorial land division review authority in the entire Town, pursuant to Wis. Stats. §§ 236.10(1)(b) and 236.45(3)(a) and (b) and had been exercising its statutory extraterritorial land use review authority in the entire Town, pursuant to Wis. Stats. § 62.23(7a). The Town and the City agree by this Agreement that they intend to and have met all of the statutory requirements, including the holding of a public hearing thereon, to allow the City to continue to exercise its extraterritorial jurisdiction throughout the "City Growth Area", subject to the Design Standards contained in Section 7.01(c) of this Agreement. The City waives its extraterritorial land division review authority, and extraterritorial land use jurisdiction powers throughout the entire Town Growth Area. The City and the Town shall record with the Dodge County Register of Deeds resolutions providing for the waiver of the City's particular land division and zoning extraterritorial jurisdiction powers in the Town Growth Area. The City shall not rescind the waiver for the duration of this Agreement. The Town shall continue to make all of its comprehensive planning, official mapping, land division and zoning decisions in full conformance with City policies in existence during the term of this Agreement within "City Growth Area" and the Town shall continue to make all of its comprehensive planning and official mapping decisions in full conformance with City policies in existence during the term of this Agreement within the Town Growth Area for the duration of this Agreement. In addition, the parties acknowledge and agree that the review and approval requirements of this Agreement shall replace the City's extraterritorial review and approval powers authorized by Wis. Stats. §

62.23(7a) and Chapter 236, as amended, throughout the Town Growth Area for the duration of this Agreement.

The City hereby waives its statutory powers to exercise any extraterritorial jurisdiction pertaining to land division control and zoning within the Town Growth Area, including, without limitation, plat and certified survey map review and zoning authority.

In the event that any Ordinance, including but not limited to Attachment, Subdivision Control, and Zoning Ordinances, which parties are required or entitled to enact and/or enforce by this Cooperative Plan Agreement is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the City and the Town shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan Agreement by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The Town and the City shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan Agreement. If necessary, they shall negotiate appropriate amendments of this Cooperative Plan Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan Agreement. In the event they are not able to reach agreement In such situation, either the City or the Town may require submission of such dispute to arbitration under Section 17.01.

SECTION X. LOCAL ORDINANCES

Both the City and the Town have adopted comprehensive plans pursuant to Wis. Stat. § 66.1001 (together the "Plans"). This Agreement meets the consistency requirement of Wis. Stat. § 66.0307(3)(c) by:

- (a) Establishing Town boundary security to assist in future Town planning and budgeting efforts;
- (b) Resolving existing boundary, land use and municipal service issues between the Town and the City;
- (c) Pro-actively positioning the Town to avoid costly annexation lawsuits;
- (d) Providing continual development for the Town to replace tax base lost to City growth, so that the Town may also have an ever-renewing and expanding tax base and a pool of citizen leadership;
- (e) Planning and focusing growth into identified areas to ensure compatibility of land uses;
- (f) Working toward the development of consistent ordinances and building codes in order to regulate use, building location and appearance; and
- (g) Meeting the objectives of Wis. Stat. § 66.1001(2)(g) by encouraging cooperative planning between the Town and the City.

Furthermore, this Agreement is consistent with the Plans by describing the physical development of the territory identified in the Agreement; a schedule for changes to boundaries; plans for the delivery of services; and, an evaluation of environmental features with a description of any adverse environmental consequences that may result from the implementation of the Agreement.

Finally, this Agreement is consistent with the Plans because it addresses extra-territorial zoning; extra-territorial subdivision review; municipal revenue sharing; incorporation; and, conflict resolution.

To the extent necessary to further comply with the requirements of Wis. Stat. § 66.0307(3)(c), both the City and the Town shall promptly engage in the lawful process of amending their comprehensive plans and related ordinances and, further, shall adopt such conforming plans and ordinances within one (1) year of the effective date of this Agreement. Notice of such action shall be provided by the enacting party to the other party within ten (10) days of the passage by the respective governing body of such amendments. Failure of either party to comply with the requirements of this Section X shall constitute a material breach of this Agreement, which breach may be enforced by specific performance by the non-breaching party.

The Town shall amend existing Town ordinances so as to require conditional use approval for all non-agricultural land divisions or development in order to assure compliance with the subdivision and development standards contained in this Agreement.

XI. ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN.

The City and the Town have evaluated the environmental consequences of the Plan, including air and water pollution impact, energy use, and the protection of environmentally sensitive lands. The Plan identifies areas which will become part of the City during the term of the Plan to be developed within the City consistent with the City's zoning, subdivision control and other development ordinances. The Plan also identifies an area which will remain within the Town during the term of the Plan to eventually be developed consistent with the Town's development ordinances and Dodge County zoning and land use ordinances and other development standards. The parties have found no significant adverse environmental consequences of the Plan to the natural environment, including air and water pollution, energy use, environmentally sensitive lands, and other development outside compact urban areas that contribute to urban sprawl.

11.01. Air-Quality Impacts.

The existing adopted Plan in the Restated Intermunicipal Agreement (Exhibit "A"), as well as this proposed Plan covering the "City Growth Area" and "Town Growth Area", do not constitute a significant change in the type of development which currently exists within the Town as it affects air quality.

11.02. Water Quality Impacts.

The existing adopted Plan in the Restated Intermunicipal Cooperation Agreement (Exhibit "A"), as well as this proposed Plan covering the "City Growth Area" and "Town Growth Area", will cause a significant change in the type of development which currently exists within the Town in the "City Growth Area". Because the Town is not served by a public water supply system or public sanitary system, the residents/business owners of the Town depend on their individual wells and private on-site treatment systems ("POWTS") to ensure water quality in the area subject to this Agreement. However, these private water supply systems and POWTS are only minimally regulated and result in varying standards of protecting the quality of the groundwater.

On the other hand, the City's Water Department and the City's Waste Water Treatment Facility, provides water services for the majority of the City's residents. A small percentage of the City's community is not serviced by municipal water and sanitary disposal systems; in which case a permit is issued for a private well. Those areas with private wells are required to provide the Water Department with a copy of a safe bacteria sample annually. Properties with abandoned wells must follow safety regulations to have the well abandoned.

It is contemplated by both the City and the Town that the future development in the "City Growth Area" during the term of the Cooperative Plan will be pursued only after the various Town parcels apply for annexation at the time their property owners are ready and willing to develop their respective properties. Until such time as future development occurs, it is intended that no new commercial, industrial or retail development will occur within the "City Growth Area" unless the property owners initiate a boundary adjustment so their properties may be developed within the City and, thus, be subject to provision of public water supply and public sanitary disposal systems. This migration to public water systems and public sanitary disposal systems from private systems in the areas of potential higher-intensity development from residential or farming land uses to commercial, industrial or retail land uses, is one of the central attributes on future demands for development in the "City Growth Area" identified by both the Town and the City in delineating the boundary areas of the "City Growth Area" and the "Town Growth Area" under the Plan. The topographical and physical drainage characteristics of the land areas in both the "City Growth Area" and the "Town Growth Area" were specifically considered when designating each of these areas. The movement land uses from those utilizing solely private water supply systems and private sanitary disposal systems to public water supply and sanitary disposal systems will ensure a higher degree of protection of the groundwater aquifers for eradication of non-point sources of pollution.

Groundwater is an extremely important resource for the Upper Rock River Basin and Dodge County. Groundwater is the source of essentially all water in Dodge County and the Town. Dodge County has a large untapped supply of good quality groundwater found in four aquifers. Most groundwater contamination is related to agricultural manure, petroleum, and salt storage located in areas of high ground water tables or fractured bedrock anomalies. Contamination of groundwater reserves can also result from such sources as percolation of water through improperly placed or maintained landfill sites, private waste disposal (septic effluent), runoff from livestock yards and urban areas, improper application of agricultural pesticide or fertilizers, excessive lawn and garden fertilizers and pesticides, leaks from sewer pipes, and seepage from gravel, non-metallic mining operations into the aquifers. Runoff from leaking petroleum storage tanks and spills can also add organic and chemical contaminants in locations

where the water table is near the surface. Once groundwater contamination has occurred, successful remediation can take years, or may never occur, depending upon the pollutant. Therefore, when considering specific land uses for the area, it is vital to consider the physical characteristics of the area and the relationship between the land and the proposed/actual use in order to ensure that groundwater contamination does not occur. Requiring all future more intensive land uses to occur within the City will ensure a more effective protection of the water quality on the boundary between the City and the Town under the Plan.

11.03. Energy Use

This Agreement does not recommend any changes to the existing energy use in the area. Gas and electric services in the area are provided by WE Energies. The Concord Generating Station, known as the most thermally efficient generating station in Wisconsin, is located on 150 acres just outside the City in the Town of Watertown next to the Concord substation. This four-unit station's total net generating capacity is 388 megawatts. High voltage electric transmission lines are provided by the American Transmission Company to both the "City Growth Area" and the "Town Growth Area".

11.04. Environmentally Sensitive Lands (Environmental Corridors)

Environmental corridors are a composite of the best elements of the natural resource base occurring in a linear pattern on the landscape. Environmental corridors provide linkages in the landscape for the movement of species and provide a natural buffer between natural and human communities. These corridor areas normally include one or more natural resource elements that are essential to the maintenance of ecological balance and diversity.

Environmental corridors generally lie along major stream valleys, around major lakes, and in the moraine areas of southeastern Wisconsin. Almost all of the remaining high-value wetlands, woodlands, wildlife habitat areas, major bodies of surface water, and delineated floodplains and shorelands are contained within these corridors. Protection of environmental corridors from intrusion by incompatible land uses, and thereby from degradation and destruction, should be an essential planning objective for the preservation of open natural spaces. These corridors should be preserved and protected in essentially natural, open land uses.

The Town's environmental corridors are as depicted in the Exhibits "D" and "E", attached to this Agreement. Exhibit "D" depicts the Environmental, Historical and Agricultural features of the Town. Exhibit "E" illustrates the Natural Areas over a wider area, including the Town, the City and the Town of Watertown in Jefferson County to the South. Environmental corridors in the area affected by this Agreement should be utilized as a key resource feature to identify areas sensitive to development that should be promoted as green infrastructure or an interconnected network of open space.

11.05. Compliance with Environmental Regulations

Lands covered by this Plan are and will remain under the jurisdiction of state and federal environmental laws and regulations as applicable. Furthermore, said lands are subject to the

environmental provisions of the City's and the Town's respective Comprehensive Plans, in effect now and as may be amended in the future.

SECTION XII. REVENUE SHARING.

12.01. General.

The parties agree to share local tax revenues generated from the land attached or attached to the City from the "City Growth Area." To the extent that Wis. Stats. § 66.0217(14)(a)1. and § 66.0221(3)(a)1. limits revenue sharing to five (5) years, the City hereby agrees to extend the revenue sharing for an additional five (5) years, bringing the total time period for revenue sharing between the City and Town to a total of ten (10) years. Said time computation for this revenue sharing time period will commence running upon the effective date of this Agreement.

12.02. Revenue Sharing.

The City agrees to reimburse the Town for lost Town tax revenue from the annexation or attachment of land in the "City Growth Area." The reimbursement shall be calculated on the assessed value of all land and improvements in the attached or attached territory as of January 1 of the year the annexation or attachment occurs. The assessed value of such lands shall be multiplied by the mill rate established by the Town for the year of annexation or attachment to calculate the amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the annexation or attachment of land from the "City Growth Area" in accordance with the following rate schedule:

Year 1	100%	Year 6	50%
Year 2	90%	Year 7	40%
Year 3	80%	Year 8	30%
Year 4	70%	Year 9	20%
Year 5	60%	Year 10	10%

The unpaid balance of revenue sharing shall be paid in accordance with the above payment schedule even if the term of this Agreement expires before full payment has been made to the Town. Notwithstanding anything to the contrary, the revenue sharing required by this Section XII shall only apply to the annexation or attachment of property with a total assessed value in excess of \$1 million at the time of the annexation or attachment

SECTION XIII. SERVICES.

13.01. Sanitary Sewer and Water.

All land divisions within the "City Growth Area" shall be designed for future subsequent land division for conventional lots served by public water supply and sanitary sewer systems. The location of these potential future lot lines shall be clearly depicted on the face of plats and

certified survey maps. Public easements for utilities and storm water management may be required by the City at the time of the initial land division or any subsequent land division.

13.02. Storm water.

The Town and the City shall cooperate in providing storm water services for the area subject to this Agreement by cooperating in reviewing the impact storm water drainage has from drainage ways that flow from the Town into the City on a North to South direction to eventually empty into the Rock River.

The Town does not have a storm sewer system and is subject to the Dodge County Storm Water Ordinance. The only provisions for storm water drainage in the Town at the present time is a series of culverts and ditches along Town roads.

Watertown's Stormwater Management Utility was established to provide a source of funding to be used exclusively for storm water management within the City. These funds are dedicated to the planning, maintenance, and construction of storm water facilities and storm sewer maintenance within the City. The Utility also funds the regulation of erosion control around building sites and approval of effective erosion control structures on larger developments within the City. All properties within the City contribute to this fund based on each real property's total impervious surface area.

13.03. Streets.

By eliminating uncertainty about future jurisdiction over, and responsibility for, roads in the Town, this Plan is expected to promote better maintenance of roads and cooperation between the City and the Town over road improvements.

13.04. Police, Fire, and Emergency Services.

Fire protection for the Town is provided by the Watertown Fire Department and Town of Lebanon Fire Department. Police protection is provided by the Town of Emmet Police Department and the Dodge County Sheriff's Department.

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SECTION XIV. NO TOWN CHARTER STATUS.

To the extent authorized by law, during the term of this Agreement, the Town shall not directly or indirectly seek or pursue charter town status or incorporation.

SECTION XV. BINDING EFFECT OF COOPERATIVE PLAN.

This Agreement shall bind and accrue to the benefit of all successors of the City and the Town and be binding on successive governing bodies of the City and the Town. This Agreement and the Restated Intermunicipal Cooperation Agreement (Exhibit "A") are for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to give or be construed to authorize or to provide any legal or equitable right, remedy or claim to any other person or entity.

SECTION XVI. GOOD FAITH AND FAIR DEALING.

The parties shall cooperate in good faith and both take such actions as may be necessary or desirable in order to implement this Agreement. The parties agree that they will not oppose this Agreement in any way privately or publicly, either when communicating with any government agency that is charged with review or evaluation of any part of the Agreement.

SECTION XVII. RESOLUTION OF DISPUTES.

17.01. Dispute Resolution.

All disputes over the interpretation or application of this Agreement, or the enforcement thereof, shall be resolved according to the following dispute resolution procedures:

- (a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking binding arbitration:
 - (i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (ii) Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five (5) days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Section of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.
 - (iii) The mediation session shall take place within thirty (30) days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.

(iv) The mediator does not have authority to impose a settlement upon the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediation sessions are private. The expenses of the mediator, if any, shall be borne equally by the parties.

(b) If the dispute cannot be resolved by mediation the parties shall submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree upon an arbitrator they will request an initial panel of five (5) persons, who are all members of the American Arbitration Association. Each party will have two (2) strikes from the initial panel. The parties may agree to an alternative method for the selection of the single arbitrator.

(c) The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of the State of Wisconsin. The award of the arbitrator is final and binding and shall be enforceable at law, pursuant to Chapter 788, Wis. Stats. The parties will equally divide the fees of the arbitrator as well as the costs of a court reporter, if any.

17.02. Injunctive Relief.

The dispute resolution procedures contained in Section 17.01, above, shall not apply to the enforcement of the covenants and restrictions required by Section VI. of this Agreement. The parties acknowledge that the remedy available under Section 17.01 of this dispute resolution procedure for any breach of Section VI. will be inadequate, and that the City and the Town, jointly and severally, shall be entitled to injunctive relief compelling specific performance of the obligations contained in Section VI. The parties waive the requirement to post a bond in the event such injunctive relief is sought by either party to this Cooperative Plan Agreement.

SECTION XVIII. CIVIL ACTIONS.

18.01. Limitations on Commencement of Civil Action.

The parties waive their rights under the notice provisions under Wis. Stats. § 893.80 and their rights to seek remedies in court, except that the preceding prohibition on court actions shall not apply to:

- (a) Actions to enforce arbitration awards under Section XVII of this Agreement;
- (b) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution proceedings or to enforce the matters referenced in Section 17.02 of the Agreement;
- (c) Disputes involving a necessary third party or private party owner who refuses to consent to arbitration as provided herein;

(d) Actions to enforce the adoption of comprehensive plan amendments and corresponding implementing local ordinances pursuant to this Agreement; or

(e) Except as expressly provided herein, the City and the Town each waive all rights to challenge the validity or enforceability of this Agreement.

18.02. Third-Party Civil Actions.

In the event of a court action by a third party challenging the validity or enforceability of this Agreement, the City and the Town shall fully cooperate to vigorously defend this Agreement. If only one party is named to the relevant action, the other party shall seek to intervene and the named party shall support such intervention. No settlement of any such action is permitted without the approval of the governing bodies of both the City and the Town. The workload to defend this Agreement shall be shared equally by the City and the Town. Failure to comply with any of the preceding requirements of this paragraph shall constitute a breach.

SECTION XIX. IMPLEMENTATION.

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

SECTION XX. ANTI-DISCRIMINATION PROVISIONS.

In the performance of the services under this Cooperative Plan, the City and the Town shall not discriminate against any subcontractor or person who offers to subcontract, employee or applicant because of race, religion, marital status, age, color, gender, gender identity, 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.

SECTION XXI. NOTICES.

All notices 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 Contact Person 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 Contact Person by certified mail, return receipt requested (or equivalent private delivery service).

Each notice to the City shall be addressed as follows:

Mayor
City Hall
106 Jones Street
Watertown, WI 53094

Phone: (920) 262-4000
Fax: (920) 262-4016

Each notice to the Town shall be addressed as follows:

Town Chairperson
Emmet Town Hall
N1690 State Road 26
Watertown, WI 53098
Phone: (920) 261-1611
Fax: (920) 261-6143

Each municipality may change its address (or add addresses for facsimile, electronic mail, or other communication 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.

SECTION XXII. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions apply:

22.01. References.

Any references to a particular agency, organization or official shall be interpreted as applying to any successor agency or organization or official to which the contemplated functions are transferred by statute or ordinance. Except as expressly stated otherwise, any reference in this Agreement to a particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

22.02. Authority.

Each party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized to do so.

22.03. Severability.

The provisions of this Agreement are severable. In the event that any provision is held to be invalid or unconstitutional, or if the application of any provision to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the other provisions or application of this Agreement which can be given lawful effect without the invalid or unconstitutional provisions or application.

22.04. Amendment.

INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

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EXHIBIT “A”

RESTATED INTERMUNICIPAL COOPERATIVE AGREEMENT BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET DATED JUNE 11, 2013

Agreement

Document Number

Title of Document

DOCUMENT # 1198481

Office of Register of Deeds
Dodge County, Wisconsin
RECEIVED FOR RECORD

June 14, 2013 10:37 AM

CHRIS PLANASCH - Registrar
Fee Amount: \$30.00
of Pages 31

RESTATED INTERMUNICIPAL COOPERATIVE AGREEMENT
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET

Recording Area

Name and Return Address
Atty. Thomas J. Levi
Bender, Levi, Larson & Associates, S.C.
P. O. Box 16
Watertown, WI 53094-0016

see attached
Parcel Identification Number (PIN)

THIS INSTRUMENT WAS DRAFTED BY:

Attorney Thomas J. Levi
State Bar No. 1002305

Attorney John St. Peter
State Bar No. 1016293

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**RESTATED INTERMUNICIPAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET**

AGREEMENT made and entered into this 11TH day of June, 2013 by and between the City of Watertown, a Wisconsin Municipal Corporation, located in Dodge and Jefferson Counties, Wisconsin ("City") and the Town of Emmet, a Wisconsin Township, located in Dodge County, Wisconsin ("Town").

RECITALS

WHEREAS, the City and the Town entered into an agreement under the authority granted to them pursuant to Wis. Stat. § 66.0301 entitled "Intermunicipal Cooperation Agreement between the City of Watertown and the Town of Emmet" ("Original Agreement") on March 10, 2000; and

WHEREAS, the City and the Town wish to amend, restate and extend the Original Agreement as more specifically described in this document ("Agreement"); and

WHEREAS, the City and the Town recognize that intergovernmental cooperation and joint planning provide for the best use of land and natural resources, as well as high quality and efficient municipal services; and

WHEREAS, it is in the best interest of the City and the Town to resolve boundary, land use and municipal service issues in order to avoid duplication of municipal services and in order to provide an effective means of planning each community's future growth; and

WHEREAS, the City and the Town agree that it is appropriate to prevent unplanned development leading to urban, ex-urban and rural sprawl; and

WHEREAS, the City and the Town each recognize that this restatement of the Original Agreement represents compromises that are required in order to accomplish the long-term intentions of the Original Agreement; and

WHEREAS, the City and the Town each recognize and reaffirm the goals and policies enunciated in the Original Agreement, but also realize that in the ensuing twelve (12) years there have been changes in the law, changes in the development of areas of the Town and City along their mutual boundary, and construction of a new Highway 26 Bypass traversing the boundary area between the City and the Town, which necessitate a modification of the Original Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises set forth in both the Original Agreement and this Agreement, the parties agree as follows:

ARTICLE ONE

GENERAL PROVISIONS

1.1 Authority. This Agreement is entered into pursuant to Wis. Stats. § 66.0301 and § 66.0307.

1.2 Growth Areas Map. Attached and incorporated by reference is a map marked Exhibit "A", dated October 8, 2012. The purpose of Exhibit "A" is to delineate the City and Town Growth Areas (hereinafter "City Growth Areas" or "Town Growth Area"). For the purposes of this Agreement the City Growth Areas within the Town consist of the territory identified as Area "1", "2", "3", "4" and "City Growth Area (unnumbered)". For the purposes of this Agreement the Town Growth Area consists of the territory identified as "Town Growth Area (unnumbered)", which consists of the remainder of the Town. This Agreement designates territories in the Town described as either "City Growth Areas" or "Town Growth Area." The parties agree that there will be no changes to the boundaries of the City Growth Areas and the Town Growth Area for the term of the Agreement.

1.3 Authority of Comprehensive Plans. Pursuant to Wis. Stat. § 66.1001, the City adopted an Amended Comprehensive Plan on November 17, 2009 for the purpose of guiding its decisions regarding long-term growth and physical development of the City. Pursuant to Wis. Stats. § 60.61 and §66.1001, the Town has adopted a Comprehensive Plan on December 11, 2002, to guide decisions regarding long-term growth and physical development through 2025. The parties recognize and acknowledge the right of both the City and the Town to prepare and adopt comprehensive plans and plan amendments that may include, among other matters, goals, objectives and policies to guide land division within their respective territories. The parties further agree that as their respective comprehensive plans relate to land divisions within the City Growth Areas, such comprehensive plans and amendments thereto shall be consistent with this Agreement.

(a) The parties stipulate that the City's Amended Comprehensive Plan, as amended from time to time, shall take precedence in all City Growth Areas. The Town shall not take any action, direct or indirect, to oppose or interfere with the administration of the City's Amended Comprehensive Plan applicable to the City Growth Areas. In addition to the preceding, the Town agrees not to directly or indirectly purchase conservation easements nor shall the Town acquire any land for the purpose of precluding or delaying development in the City Growth Areas. The preceding provisions are not intended to interfere with the implementation of farmland preservation zoning and contracts as authorized by law.

(b) The parties stipulate that the Town's Comprehensive Plan, as amended from time to time, shall take precedence in the Town Growth Area. The City shall not take any action, direct or indirect, to oppose or interfere with the administration of the Town's Comprehensive Plan applicable to the Town Growth Area. In

addition to the preceding, the City agrees not to directly or indirectly purchase conservation easements nor shall the City acquire any land for the purpose of precluding or delaying development in the Town Growth Area.

1.4 Purpose From City's Perspective. The purpose of this Agreement is to promote a long-term, environmentally sound, cost-effective pattern of land division for future growth in the City Growth Areas with the provision of City sanitary sewer services and water supply services. This Agreement is intended to encourage compact and cost-effective development in the City's perimeter by strictly limiting development in the City Growth Areas prior to annexation, eliminating current "town islands," preventing rural sprawl in residential and nonresidential development not served by public water and sanitary sewer systems, and by preserving working farms prior to annexation. A specific objective of this Agreement is for the parties to agree upon and adopt, as part of each jurisdiction's comprehensive plan, a similar set of policies for regulating land divisions within the City Growth Areas.

1.5 Purpose From Town's Perspective. The purpose of this Agreement is to retain its land division control over residential and commercial development in those territories of the Town, which are designated in this Agreement as the Town Growth Area, free and clear of the City's extraterritorial review and zoning powers, preventing urban sprawl in residential and commercial development, and preserving working farms and sustainable, agricultural development patterns. A specific objective of this Agreement is for the parties to agree upon and adopt, as part of each jurisdiction's comprehensive plan, a similar set of policies for regulating land divisions within the Town Growth Area.

1.6 Extraterritorial Jurisdiction. The parties acknowledge that the City, prior to adoption of the Original Agreement, had been exercising its statutory extraterritorial land division review authority in the entire Town, pursuant to Wis. Stats. § 62.23(7a). The City may continue to exercise its extraterritorial jurisdiction throughout the City Growth Areas, subject to the Design Standards contained in Section 2.3 of this Agreement. The City waives its extraterritorial land division review authority, and other extraterritorial jurisdiction powers throughout the entire Town Growth Area. The City and the Town shall record with the Dodge County Register of Deeds resolutions providing for the waiver of the City's extraterritorial jurisdiction powers in the Town Growth Area. The City shall not rescind the waiver for the duration of this Agreement. The Town shall make all of its planning, official mapping, land division and zoning decisions in full conformance with City policies in existence on the date of this Agreement within City Growth Areas for the duration of this Agreement. In addition, the parties acknowledge and agree that the review and approval requirements of this Agreement shall replace the City's extraterritorial review and approval powers authorized by Wis. Stats. § 62.23(7a) and Chapter 236, as amended, throughout the Town Growth Area for the duration of this Agreement.

1.7 Annexations. Any lands for which the City receives a petition for annexation that are located within the City Growth Areas may be annexed to the City in accordance with the procedures of Wis. Stats. § 66.0217, § 66.0221, § 66.0223, and § 66.0225, as amended from time to time. Annexations that satisfy the above requirements need not be contiguous and, further, may create town islands in the City Growth Areas. However, the parties acknowledge that unanimous annexations are to be encouraged. But, if a non-unanimous annexation is required by

the circumstances, the City agrees to take reasonable steps to minimize the extent of the annexation of land owned by non-consenting owners. These reasonable steps include, without limitation, the configuration of the annexation map so as to make maximum use of public rights-of-way and property lines. A configuration of a "balloon on a string" is acceptable and should be pursued when feasible. Notwithstanding anything to the contrary, the City shall not accept an annexation petition from territory located in the City Growth Areas if the petition is signed only by electors who are not also property owners. The City shall provide the Town an opportunity to review and comment on all proposed non-unanimous annexations prior to the City's adoption of the relevant annexation ordinance. Within the Town, no territory outside of the City Growth Areas may be annexed by the City during the term of this Agreement.

(a) The Town shall not directly or indirectly oppose the annexation of land to the City located within the City Growth Areas. The Town also agrees not to financially support anyone who does oppose or seeks to contest an annexation of lands that are located exclusively within the City Growth Areas. If the Town is impleaded in any annexation lawsuit by a party other than the City, the Town shall immediately stipulate that it does not oppose the contested annexation. The Town shall also cooperate with the City on the dismissal of the Town as a party to the relevant lawsuit. Upon a request by the City, the Town shall provide a letter to the State of Wisconsin indicating that the proposed annexation within the City Growth Area is in compliance with this Agreement.

(b) If any territory outside the City Growth Areas is annexed to the City in violation of this Agreement the City agrees, in accordance with the provisions of Wis. Stats. § 66.0217(14)(a), as amended, 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 ten (10) years from the date the annexation ordinance is effective. The reimbursement shall be calculated based on the assessed value assigned by the Town of all land and improvements in the annexed territory as of the date the annexation took place. The assessed value of such lands as of the year of annexation shall be multiplied by the mill rate established by the Town for the year of the annexation to calculate that amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the relevant annexation.

(c) It is the parties' intent that the territory within the City Growth Areas should eventually be annexed to the City. However, the parties acknowledge that under current State annexation law it is probable that certain isolated parcels may remain within the Town even after various larger parcels have been annexed to the City. Therefore, the parties agree that it is necessary to establish a mechanism that will assure the City that all the territory within the City Growth Areas will eventually be annexed to the City. To this end the parties agree to review the need for boundary changes, pursuant to a cooperative boundary adjustment agreement under Wis. Stats. § 66.0307, pursuant to Section 4.2 of this Agreement.

1.8 Building Inspections/Zoning Enforcement. During the term of this Agreement the parties agree that the City may elect to perform all building inspection and zoning enforcement services and functions and development reviews within all or a part of the City Growth Areas. In such instances, the Town shall delegate its building inspection and zoning enforcement powers and responsibilities to the City. The Town shall take all necessary actions authorized by law to cooperate with the City in order to accomplish the intended purposes of this section, including, without limitation, allowing the City to charge back such fees to the Town property owner or against the property, which is the subject matter of the building code enforcement or zoning code enforcement activities. The City and the Town shall promptly exchange copies of all building, zoning and inspection permits issued pursuant to the provisions of this Section 1.8.

ARTICLE TWO

DEVELOPMENT WITHIN CITY GROWTH AREAS

2.1 General Provisions. The City and the Town agree to take action, or to refrain from taking action, as set forth in this Article II with respect to the land located within the City Growth Areas. The following requirements of this Article II shall apply to all territory located within the City Growth Areas during the term of this Agreement and shall only be removed by annexation to the City.

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2.2 New Development. As long as the land remains in the Town, new development in the City Growth Areas shall be limited to new or expanded agricultural operations, and new single-family detached residential uses. All undeveloped land shall be designated in an agricultural use designation by the Town under its Zoning Code or a "Rural Holding" use designation under the City's Zoning Code. All new or expanded non-residential uses along Highway 26 or CTH L shall only be allowed after annexation into the City. Furthermore, all new development shall be subject to the Design Standards found at Section 2.3 below, the Restrictions on Residential Development found at Section 2.4 below, and the Restrictions on Non-Residential Development found at Section 2.5 below.

2.3 Design Standards. All land divisions within the City Growth Areas shall be designed in compliance with the City's Official Map and Land Use Plan for the area by dedicating rights-of-way or expanded existing rights-of-way and for planned rights-of-way. Planned storm water management facilities and environmental corridor areas shall also be respected in the design of these land divisions. All new development and land divisions shall also comply with the following layout and development standards:

(a) New residential development proposals in the City Growth Areas shall first be presented to the City for review and approval. The proposal shall be accompanied by a layout sketch in compliance with City-density layout requirements. Within the City Growth Areas, the Town shall not issue any land use permits authorizing residential development within the City Growth Areas without obtaining the City's prior written approval of the proposed development. The City shall review and respond to the Town within ninety (90) days of the Town's written notice of the Town's intent to issue a land use permit authorizing non-residential development in the City Growth

Area. The City's failure to respond in writing to the Town within ninety (90) days shall constitute the City's consent.

(b) No land may be developed and no land may be subdivided without provision for easements for public utilities, public roads, driveway access location and design, and storm water management in accordance with the standards determined by the Engineer of the City.

(c) All land divisions from existing residences within the City Growth Areas require the prior written approval of the City.

(d) New streets constructed within the City Growth Areas shall contain a minimum 66 foot right-of-way and shall be designed, located and constructed to City specifications.

(e) The Town may approve changes in zoning classifications and conditional uses only after consultation with, and the written agreement of the City. Written notice of a zoning amendment shall be forwarded to the City Zoning Administrator in writing. Failure of the City to respond within ninety (90) days of the notice shall be deemed an approval. A rezoning by the Town in violation of this provision shall be void.

(f) To the extent authorized by law, the Town shall refuse to approve certified survey maps or platted subdivisions unless the City consents to the land divisions. Failure of the City to respond within 45 days of written notice shall be deemed an approval.

(g) The Town shall utilize planning and construction standards proposed by the City for new or reconstructed roads, public utilities and other public facilities in the City Growth Areas. The preceding does not apply to the maintenance or repair of Town roads existing as of January 1, 2013, but shall apply to subsequent roadway development and right-of-way dedication requests.

2.4 Restrictions on Residential Development Within City Growth Areas. The Town acknowledges that it is the intent of the Agreement to recognize and confirm that the territory within the City Growth Areas will eventually be annexed to the City. The Town acknowledges that the City has a legitimate role in ensuring that areas within the City Growth Areas are carefully planned and developed. It is anticipated that at some point in the future these lands will be annexed to the City and attached to the City's public utility systems. It is reasonable, therefore, that the City should require that residential areas within the City Growth Areas be developed in general accordance with the City's comprehensive plan, municipal ordinances, and design standards. The parties further acknowledge that haphazard or premature development in this area could prevent efficient use of the land resources and inhibit efficient and cost-effective delivery of urban services. Therefore, in order to accomplish the intended purposes of the Agreement, the Town agrees that any new residential development within the City Growth Areas will incorporate the following standards for land divisions within the City Growth Areas:

(a) Maximum Density. Each residential parcel or lot approved by the Town after the effective date of the Agreement shall be limited to a maximum density of four (4) single-family residential dwellings per each forty-(40)-acre parent parcel.

(b) Code Compliant. Each new lot shall meet the then-current State and County health code requirements for on-site sewage treatment and private water wells.

(c) Lot Layout Within Parent Parcel. The proposed lot layout for each overall parcel shall locate residences and other structures on building sites that have the least impact on environmentally-sensitive areas and that are less well-suited for farming and agricultural uses. The maximum lot size for such residential lot shall be no greater than one (1) acre. To the extent possible, buildings shall be located between 30 and 100 feet of an existing or new public road right-of-way. The Town grants to the City the authority and power to designate the location and configuration of the residential lots within the larger, parent parcel so as to minimize rural sprawl and to prevent the accumulation of all residential lots on existing Town roads with little utilization of the interior land area of the larger parcel. Furthermore, the proposed lot layout for the overall parcel shall provide for the future efficient subdivision of the parcel for higher urban densities when it is ultimately annexed into the City.

(d) Undeveloped Land. The remainder of the overall parcel not developed with lots and roads shall remain designated as agricultural use for the purpose of precluding further development until such time as annexation to the City occurs and as urban services can be provided to the parcel. Each property owner who seeks to create residential development within the City Growth Areas shall be limited to the restrictions outlined in this Section 2.4 of the Agreement. Any further and subsequent land divisions or further land development on undeveloped land of any such property owner remaining on the parent parcel shall require the prior written consent of the City.

(e) Certified Survey Maps. All proposed lots must be created by a Certified Survey Map, which requires the approval of the Town, the City and the County.

2.5 Restrictions on Non-Residential Development. Within the City Growth Areas, the Town shall not issue any land use permits authorizing non-residential development within the City Growth Areas.

(a) Within the City Growth Areas, the Town shall not issue any land use permits authorizing non-residential development within the City Growth Areas without obtaining the City's prior written approval of the proposed development. The City shall review and respond to the Town within ninety (90) days of the Town's written notice of the Town's intent to issue a land use permit authorizing non-residential development in the City Growth Areas. The City's failure to respond in writing to the Town within ninety (90) days shall constitute the City's consent. The issuance of a land use permit by the Town without first obtaining the City's approval shall be null and void and, further, the Town stipulates that the City is authorized to obtain

injunctive relief against any such unapproved non-residential development. To accomplish the intended purposes of this Section 2.5, the Town shall amend its relevant land use ordinances. "Land use permits" and "land use ordinances" include zoning ordinances, subdivision ordinances, land disturbance ordinances and storm water ordinances.

(b) For purposes of this Section 2.5, "non-residential development" shall mean any non-agricultural use and all residential uses exceeding the limits set in Section 2.4 above, any change of use or rezoning from an existing use; any proposed land division (by plat, condominium plat, certified survey map, or other means), any issuance of a conditional use permit, any modifications to the physical structure of a building or construction of a new building for which a building permit is required, any grading, any grant of a new highway access, any grant of a storm water permit, or any removal of more than 30% of the timber from a parcel of land within the City Growth Areas.

2.6 Sewer and Water. All land divisions within the City Growth Areas shall be designed for future subsequent land division for conventional lots served by public water supply and sanitary sewer systems. The location of these potential future lot lines shall be clearly depicted on the face of plats and certified survey maps. Public easements for utilities and storm water management may be required by the City at the time of the initial land division or any subsequent land division.

2.7 Post-Annexation Land Divisions. After being annexed to the City additional land divisions may occur above the four (4) dwellings per forty-(40)-acre density maximum in order to comply with the then-current City zoning requirements for the relevant area. The City reserves the right to levy special assessments on all existing developed and undeveloped properties to cover the costs of extending public utilities into the relevant area. The ability to further subdivide properties after annexation is necessary in order to recover the costs associated with the public improvements to serve the annexed territory

2.8 Further Covenants. The Town shall take the following actions in order to assure compliance with the subdivision and development standards contained in this Article II:

(a) Amend existing Town ordinances so as to require conditional use approval for all non-agricultural land divisions or development; and

(b) All parent parcels must be included within the boundaries of any land division. All condominium or related forms of development involving the division of less than fee interests in property shall be required to receive land division approval from the City.

ARTICLE THREE

DEVELOPMENT WITHIN TOWN GROWTH AREA

3.1 General Provisions. The City and the Town agree to take action, or to refrain from taking action, as set forth in this Article III with respect to the land located within the Town Growth Area.

3.2 No Extraterritorial Jurisdiction. The City hereby waives its statutory powers to exercise any extraterritorial jurisdiction within the Town Growth Area, including, without limitation, plat and certified survey map review and zoning authority.

3.3 Rural Development Policies. The parties acknowledge that the Town has recently prepared a comprehensive plan, which includes a land use plan that permits agricultural uses, low density residential development and a limited amount of neighborhood/crossroads commercial development. The Town shall develop Rural Development Policies to permit agricultural uses, low density residential development and a limited amount of neighborhood/crossroads commercial development all in accordance with the Town Land Use Plan. Permitted non-residential and non-agricultural land uses within portions of the Town Growth Area along STH 26 south of Second Road; along CTH Q; and along CTHs R and CW in Sections 26, 27 and 35 known as "City Periphery Areas"; shall be subject to the same building materials, landscaping and signage requirements for the Town's Zoning Code in conformity with either the Town's "Convenience Commercial District" ("C-C District", as codified in Section 3.41 of the Town's Zoning and Land Division Code) or the Town's "Extensive Commercial District" ("E-C District", as codified in Section 3.42 of the Town's Zoning and Land Division Code). However, regional "big box store" development shall only be permitted within the Town Growth Area with the City's written consent. Regional "big box store" development shall be defined as any store with more than 50,000 square feet of gross floor area. Examples include, but are not limited to the following types and companies:

- (a) Department and Mass Merchandise Stores that sell a variety of items, including but not limited to, Farm and Fleet, Fleet Farm, Shopko, Costco, WalMart, Super Wal-Mart, Target, Target Greatland, Kmart and BigK;
- (b) Single Retail Category Stores that dominate a single retail category such as electronics, appliances, super markets, etc. including but not limited to, Best Buy, American, Colders, Steinhafels, Cub, Woodman's, Circuit City, Staples, Office Max, and Festival Foods;
- (c) Discount Retailers that sell a variety of items and include warehouse stores, purchase clubs, off-price stores and outlet stores, etc., including but not limited to, Lowe's, Home Depot, Menard's, Costco and Sam's Club.
- (d) Major indoor entertainment centers, recreation clubs, indoor sports facilities, lodging and resort facilities, including, but not limited to, bowling, skating, ice

sports, soccer, golf, health clubs, movie theaters, arenas, hotels, resorts and conference centers.

3.4 Official Maps and Comprehensive Plans. All development within the Town Growth Area shall take account of official maps and comprehensive plans adopted by the State of Wisconsin, Dodge County or the City. The Town shall require dedications consistent with said official maps, or comprehensive plans.

3.5 Development Standards. Except as expressly set forth in this Agreement, the Town reserves all rights over the zoning and development of the land located within the Town Growth Area. Notwithstanding anything to the contrary, there are no minimum or maximum lot size limitations for land divisions within the Town Growth Area.

3.6 City Approvals. The City shall not withhold approvals necessary under applicable state, county or local laws, regulations or ordinances to all divisions of land, or other development-related matters, provided such development occurs in accordance with this Agreement and all other applicable statutes, ordinances and regulations.

3.7 Annexations. The City shall not annex any land from the Town Growth Area without the Town's prior written consent. A written request for consent shall be submitted to the Town upon receipt of an annexation petition. The Town shall review and respond to the City within ninety (90) days of the City's written notice of the City's intent to annex land from the Town Growth Area. The Town's failure to respond in writing to the City within ninety (90) days shall constitute the Town's denial of the annexation.

ARTICLE FOUR

COOPERATION AND IMPLEMENTATION

4.1 Blighted Areas. The parties acknowledge that portions of the City Growth Areas constitute a public nuisance and are blighted. Notwithstanding that the blighted area is within the City Growth Areas, the Town shall cooperate with the City to abate and remove the blighted conditions. If the blighted conditions have not been removed within a reasonable time after this Agreement is signed, the parties shall initiate a boundary change pursuant to a cooperative boundary agreement, under Wis. Stats. § 66.0307, as amended. The purpose of the boundary change is to transfer the jurisdiction of the blighted area from the Town to the City. The preceding shall not limit the Town or the City from bringing a direct action to abate any public nuisance. If such an annexation or boundary adjustment is needed to cure blight, said annexation or adjustment is exempt from the Revenue Sharing provisions of Section 5.2 of this Agreement.

4.2 Cooperative Boundary Agreements. The parties agree that this Agreement is but the first step in the cooperation and implementation of the relationship between the Town and the City to make a good faith effort to enter into a cooperative boundary agreement, pursuant to Wis. Stats. § 66.0307 that will address the future, long-term City and Town boundaries under this Agreement. One of the key objectives of a cooperative boundary agreement is to eliminate

blighted areas, to eliminate existing town islands, to bring into the City areas of more urbanized growth that lack sufficient public services (particularly sewer and water services), and correct irregular municipal boundaries that pose long-term impediments to compact an efficient urban growth and the cost-effective and efficient delivery of public services. The resolutions of governing bodies of the City and the Town to initiate this process, pursuant to Wis. Stats. § 66.0307(4)(a) are attached hereto as Exhibit B. These resolutions shall be adopted by the respective governing bodies of the City and of the Town within 60 days of the effective date of this Agreement. Notwithstanding anything to the contrary, the cooperative boundary agreement, if adopted, will be consistent with all of the terms and conditions of this Agreement. At a minimum, the cooperative boundary agreement shall contain provisions for boundary adjustment review in the following areas:

(a) Welsh Road Area. The Welsh Road area more specifically defined as Area "1" in the map set forth in Exhibit A, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of three (3) years from the date of this Agreement.

(b) Brandt-Quirk Park Railroad Right-of-Way Area. The Railroad Right-of-Way area running through a portion of Brandt-Quirk Park, more specifically defined as Area "2" in the map set forth in Exhibit A, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of one (1) year from the date of this Agreement.

(c) Highway 16 Railroad Right-of-Way Area. The Railroad Right-of-Way area running south from Highway 16, parallel to Business Highway 26, more specifically defined as Area "2" in the map set forth in Exhibit A, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of one (1) year from the date of this Agreement.

(d) Highway 16 Residential Area. The residential area south of Highway 16 bounded by the current City Limits to the City, more specifically defined as Area "4" in the map set forth in Exhibit A, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of ten (10) years from the date of this Agreement, unless any residence(s) within the area described in Exhibit A has a private wastewater treatment system that does not meet the then-current Dodge County Sanitary Code requirements, in which case the property with the failing private wastewater treatment system must attach to the City within twelve (12) months of the date when it is determined that the private wastewater treatment system fails to meet the code requirements.

(e) Boundary Review Adjustments. The parties agree to review any issues regarding other future boundary adjustments on the common boundary lines between the City and the Town in the City Growth Areas at periodic intervals of at least every five (5) years after the date of this Agreement in order to facilitate the smooth and effective implementation of the goals and policies embodied in this Agreement. A mechanism to effectuate this procedure shall be addressed at the time that the cooperative boundary agreement is adopted by the parties.

(f) Future Town Islands. In addition to the specific boundary adjustments described in (a) through (d), above; the parties will review the attachment of future town islands taking into consideration the following factors:

- (i) Cost-effective, efficient and economical provision of municipal services to the annexed property surrounding the prospective town island.
- (ii) Size and location of proposed town island.
- (iii) Negative environmental impacts.
- (iv) Town land use compatibility with surrounding or adjacent City land uses.

(g) Reservation of Rights. Notwithstanding the preceding provisions, nothing in this Section 4.2, or the cooperative boundary agreement referenced in this Agreement, shall be construed to require the parties to detach, attach or annex territory in response to the periodic reviews described above. All rights are reserved by each party.

4.3 Comprehensive Plan and Ordinance Amendments. This Agreement requires the City and the Town to adopt or amend previously adopted comprehensive plans and local ordinances in order to conform to the terms and conditions of this Agreement. Both the City and the Town shall promptly engage in the lawful process of adopting or amending their comprehensive plans and related ordinances and, further, shall adopt such conforming plans and ordinances within one (1) year of the effective date of this Agreement. Notice of such action shall be provided by the enacting party to the other party within ten (10) days of the passage by the respective governing body of such amendments. Failure of either party to comply with the requirements of this Section 4.3 shall constitute a material breach of this Agreement, which breach may be enforced by specific performance by the non-breaching party.

4.4 Limitations on Commencement of Civil Action. The parties waive their rights under Wis. Stats. § 893.80 and their rights to seek remedies in court, except that the preceding prohibition on court actions shall not apply to:

- (a) Actions to enforce arbitration awards under Article VI of the Agreement;
- (b) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution proceedings or to enforce the matters referenced in Section 6.2 of the Agreement;
- (c) Disputes involving a necessary third party or private party owner who refuses to consent to arbitration as provided herein;
- (d) Actions to enforce the adoption of comprehensive plan amendments and corresponding implementing local ordinances pursuant to this Agreement; or

(e) Except as expressly provided herein, the City and the Town each waive all rights to challenge the validity or enforceability of this Agreement.

4.5 Third-Party Civil Actions. In the event of a court action by a third party challenging the validity or enforceability of this Agreement, the City and the Town shall fully cooperate to vigorously defend this Agreement. If only one party is named to the relevant action, the other party shall seek to intervene and the named party shall support such intervention. No settlement of any such action is permitted without the approval of the governing bodies of both the City and the Town. The workload to defend this Agreement shall be shared equally by the City and the Town. Failure to comply with any of the preceding requirements of this paragraph shall constitute a breach.

4.6 No Town Charter Status. To the extent authorized by law, during the term of this Agreement, the Town shall not directly or indirectly seek charter town status or incorporation.

4.7 Advancement of Mutual Interests. The parties acknowledge that in order to effectively implement this Agreement it may be necessary to obtain the cooperation of and approval of other governmental agencies, including, but not limited to, Dodge County, the Wisconsin Department of Natural Resources, the Wisconsin Department of Transportation, the Wisconsin Department of Administration or other State agencies. In all matters necessary to implement this Agreement the parties shall seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties shall submit a single, joint request or other appropriate document requesting the necessary approval. Examples of joint requests that may require the cooperation of the parties include, but are not limited to, the following:

Storm water management, soil erosion control, wetlands and woodlands management;
Approvals for access to federal, state or county roadways;
Approvals for a cooperative plan pursuant to Wis. Stats. § 66.0307, if there has been unsatisfactory progress in blight removal within the City Growth Area; and
Approvals for a cooperative plan submitted under Section 4.2 of this Agreement, pursuant to Wis. Stats. § 66.0307.

ARTICLE FIVE

REVENUE SHARING

5.1 General. The parties agree to share local tax revenues generated from the land annexed or attached to the City from the City Growth Areas. To the extent that Wis. Stats. § 66.0217(14)(a)1. and § 66.0221(3)(a)1. limits revenue sharing to five (5) years, the City hereby agrees to extend the revenue sharing for an additional five (5) years, bringing the total time period for revenue sharing between the City and Town to a total of ten (10) years.

5.2 Revenue Sharing. The City agrees to reimburse the Town for lost Town tax revenue from the annexation or attachment of land in the City Growth Areas. The

reimbursement shall be calculated on the assessed value of all land and improvements in the annexed or attached territory as of January 1 of the year the annexation or attachment occurs. The assessed value of such lands shall be multiplied by the mill rate established by the Town for the year of annexation or attachment to calculate the amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the annexation or attachment of land from the City Growth Areas in accordance with the following rate schedule:

Year 1	100%	Year 6	50%
Year 2	90%	Year 7	40%
Year 3	80%	Year 8	30%
Year 4	70%	Year 9	20%
Year 5	60%	Year 10	10%

The unpaid balance of revenue sharing shall be paid in accordance with the above payment schedule even if the term of this Agreement expires before full payment has been made to the Town. Notwithstanding anything to the contrary, the revenue sharing required by this Article V shall only apply to the annexation or attachment of property with an assessed value in excess of \$1 million at the time of the annexation or attachment.

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ARTICLE VI

DISPUTE RESOLUTION

6.1 Dispute Resolution. All disputes over the interpretation or application of this Agreement, or the enforcement thereof, shall be resolved according to the following dispute resolution procedures:

(a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking binding arbitration: Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.

Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five (5) days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Section of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.

The mediation session shall take place within thirty (30) days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.

The mediator does not have authority to impose a settlement upon the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The

mediation sessions are private. The expenses of the mediator, if any, shall be borne equally by the parties.

(b) If the dispute cannot be resolved by mediation the parties shall submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree upon an arbitrator they will request an initial panel of five (5) persons, who are all members of the American Arbitration Association. Each party will have two (2) strikes from the initial panel. The parties may agree to an alternative method for the selection of the single arbitrator.

(c) The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of the State of Wisconsin. The award of the arbitrator is final and binding and shall be enforceable at law. The parties will equally divide the fees of the arbitrator as well as the costs of a court reporter, if any.

6.2 Injunctive Relief. The dispute resolution procedures contained in section 6.1, above, shall not apply to the enforcement of the covenants and restrictions required by Section 2.7. The parties acknowledge that the remedy available under this dispute resolution Article for any breach of Section 2.7 will be inadequate, and that the City and the Town, jointly and severally, shall be entitled to injunctive relief compelling specific performance of the obligations contained in Section 2.7. The parties waive the requirement to post a bond.

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ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 Term of Agreement. The term of the Original Agreement expires in 2020. The parties agree that it is both necessary and proper to extend the term of the Agreement for an additional twelve (12) years, that is, until December 31, 2032. In addition to the preceding term extension, the parties agree that the revenue sharing provisions of Article V shall begin upon the effective date of this Agreement and continue until December 31, 2022. No breach or violation of any of the terms of this Agreement or the Agreement shall operate to void or terminate or provide grounds for termination, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined or otherwise remedied by specific performance.

7.2 Miscellaneous Provisions. The following miscellaneous provisions apply:

(a) **Binding Effect.** This Agreement shall bind and accrue to the benefit of all successors of the City and the Town and be binding on successive governing bodies of the City and the Town. This Agreement and the Agreement are for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to give or authorized to provide any legal or equitable right, remedy or claim to any other person or entity.

(b) **Implementation.** The parties shall each take such actions in good faith as may be necessary or desirable in order to implement the provisions of this Agreement.

(c) References. Any references to a particular agency, organization or official shall be interpreted as applying to any successor agency or organization or official to which the contemplated functions are transferred by statute or ordinance. Except as expressly stated otherwise, any reference in this Agreement to a particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

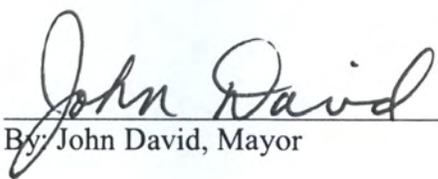
(d) Authority. Each party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized to do so.

(e) Severability. The provisions of this Agreement are severable. In the event that any provision is held to be invalid or unconstitutional, or if the application of any provision to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the other provisions or application of this Agreement which can be given lawful effect without the invalid or unconstitutional provisions or application.

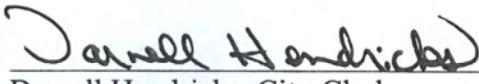
7.3 Good Faith Dealing. The parties shall cooperate in good faith to implement this Agreement. The parties agree that they will not oppose this Agreement in any way privately or publicly, either when communicating with any government agency that is charged with review or evaluation of any part of the Agreement.

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

CITY OF WATERTOWN


By: John David, Mayor

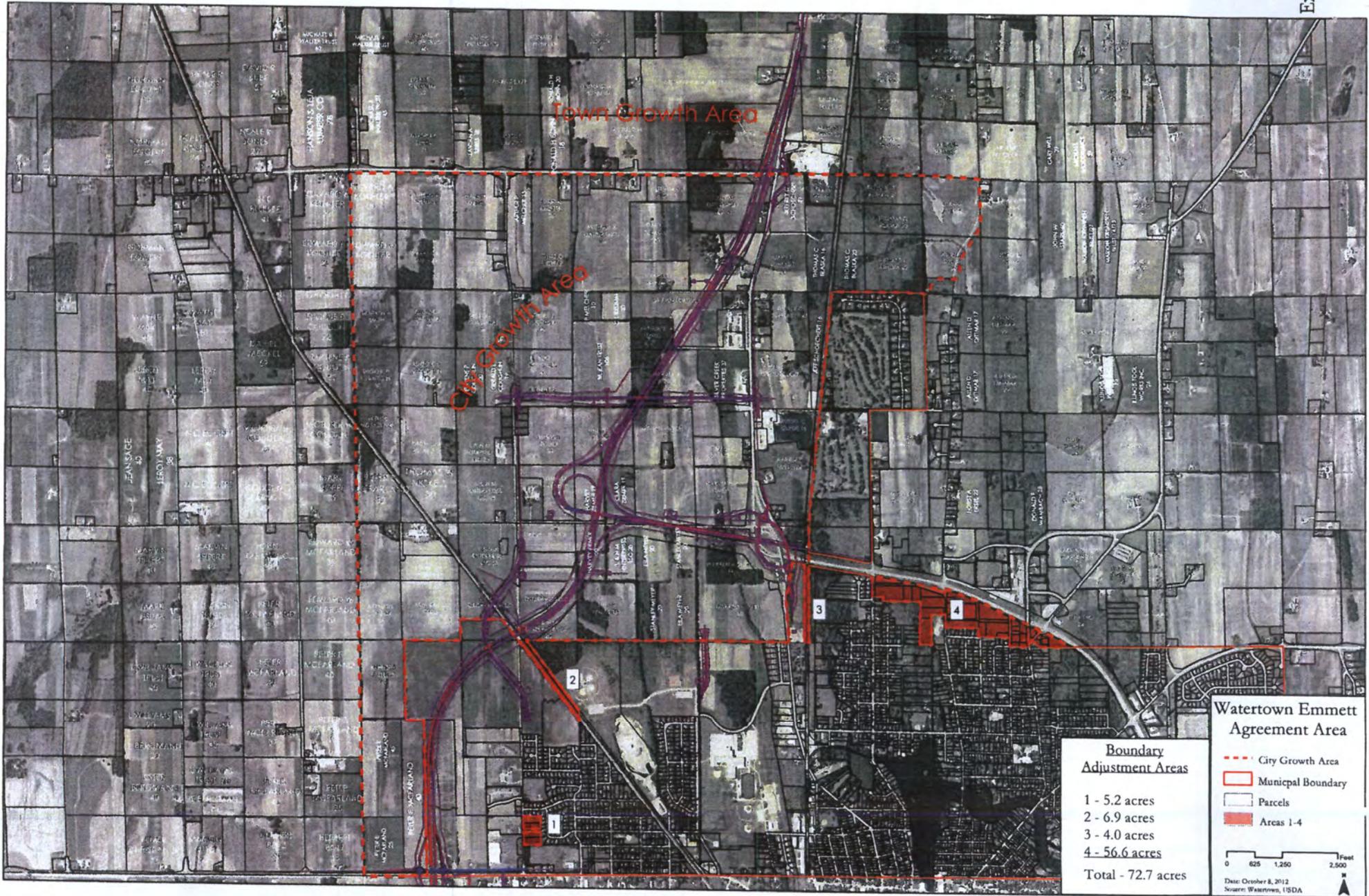
Attest:


Darnell Hendricks, City Clerk

Approved as to Form:


William Gruber, City Attorney

MAP OF CITY GROWTH AREAS AND TOWN GROWTH AREA



"Legibility Impaired"
WI Adm. Code 12.07(2)

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
WATERTOWN AUTHORIZING PARTICIPATION IN THE PREPARATION OF
A COOPERATIVE PLAN WITH THE TOWN OF EMMET**

Sponsor: Mayor Ronald Krueger

From: THE PLAN COMMISSION

WHEREAS, the City of Watertown and the Town of Emmet entered into an Intermunicipal Cooperation Agreement (the "Agreement") on or about March 7, 2000 for the purpose, among other things, to resolve boundary land use issues between them, to provide for the efficient provision of future municipal services within the Town, to recognize certain areas of the Town that would eventually be annexed into the City, and to relinquish the City's extraterritorial jurisdiction within certain areas of the Town; and

WHEREAS, the parties to the Agreement recognized that the area designated as the City Growth Area therein would eventually be annexed into the City and the parties provided a mechanism for review and proceeding with the adoption of a cooperative plan, "...to modify the boundaries between the City and the Town so that the City Growth Areas will be subject to the City's jurisdiction"; and

WHEREAS, within the past three (3) years the Wisconsin Department of Transportation delineated the route of the "State Trunk Highway 26 By-Pass" around the City and completed construction of this new highway within the Town, which outlined more precisely and definitively those areas of the City Growth Area which would most likely be better served with municipal services by the City; and

WHEREAS, the City has previously submitted to the Town a written Notice for Request to Review Need for Boundary Change, pursuant to Section 1.4(f) of that Agreement, under date of September 20, 2010 for a proposed review of land to be annexed into the City located within the City Growth Area; and

WHEREAS, both the Town and the City of Watertown are desirous of proceeding with a review of an exchange of land to effectuate the goals outlined in the Agreement and have, therefore, jointly submitted this request to the Plan Commission of the City of Watertown; and

WHEREAS, the Plan Commission of the City of Watertown on _____, 2013 unanimously approved and recommended that the Common Council adopt this Resolution.

WHEREAS, Section 66.0307 of the Wisconsin Statutes authorizes adjoining municipalities to set the boundaries between and among themselves upon adopting, and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of Section 66.0307; and

WHEREAS, the cooperative plan should be made with the general purpose of guiding and accomplishing a coordinated adjusted and harmonious development of the

territory covered by the plan which will, in accordance with existing and future needs of both the City and the Town, best promote public health, safety, morals, order, convenience, prosperity and the general welfare, as well as the efficiency and economy in the process of development; and

WHEREAS, cooperative planning and establishment of permanent boundaries is in the best interests of the City and the Town as participating municipalities and the purpose of this Resolution is to authorize participation with consenting municipalities in cooperative planning.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Watertown, pursuant to section 66.0307(4)(a) of the Wisconsin Statutes, that the Common Council of the City of Watertown hereby authorizes participation in the preparation of a cooperative boundary agreement and cooperative plan as defined in section 66.0307 with the Town Board of the Town of Emmet for the purposes contemplated by section 66.0307.

BE IT FURTHER RESOLVED, that upon adoption of this resolution, that the City Attorney's office and Mayor Ronald Krueger shall forward a copy of this Resolution to William Nass, Chairman of the Town Board of the Town of Emmet and shall also provide notice of the adoption of the resolution as required by section 66.0307(4)(a).

BE IT FURTHER RESOLVED, that this Resolution shall take effect upon its passage and publication upon adoption by the Common Council of the City of Watertown at its regular meeting held on _____, 2013.

ADOPTED _____

CITY/CLERK TREASURER

APPROVED _____

MAYOR

**RESOLUTION OF THE TOWN OF EMMET AUTHORIZING PARTICIPATION
IN THE PREPARATION OF A COOPERATIVE PLAN WITH THE CITY OF
WATERTOWN**

Sponsor: Chairman William Nass

WHEREAS, the City of Watertown and the Town of Emmet entered into an Intermunicipal Cooperation Agreement (the "Agreement") on or about March 7, 2000 for the purpose, among other things, to resolve boundary land use issues between them, to provide for the efficient provision of future municipal services within the Town, to recognize certain areas of the Town that would eventually be annexed into the City, and to relinquish the City's extraterritorial jurisdiction within certain areas of the Town; and

WHEREAS, the parties to the Agreement recognized that the area designated as the City Growth Area therein would eventually be annexed into the City and the parties provided a mechanism for review and proceeding with the adoption of a cooperative plan, "...to modify the boundaries between the City and the Town so that the City Growth Areas will be subject to the City's jurisdiction"; and

WHEREAS, within the past three (3) years the Wisconsin Department of Transportation delineated the route of the "State Trunk Highway 26 By-Pass" around the City and completed construction of this new highway within the Town, which outlined more precisely and definitively those areas of the City Growth Area which would most likely be better served with municipal services by the City; and

WHEREAS, the City has previously submitted to the Town a written Notice for Request to Review Need for Boundary Change, pursuant to Section 1.4(f) of that Agreement, under date of September 20, 2010 for a proposed review of land to be subject to a boundary change from the Town into the City located within the City Growth Area; and

WHEREAS, both the Town and the City of Watertown are desirous of proceeding with a review of an exchange of land to effectuate the goals outlined in the Agreement and have, therefore, jointly submitted this request to both the Plan Commission of the City of Watertown and the Town Board of the Town of Emmet; and

WHEREAS, the Plan Commission of the City of Watertown on _____, 2013 unanimously approved and recommended that the Common Council adopt this Resolution; and

WHEREAS, the Common Council of the City of Watertown did adopt a companion Resolution to engage in a review of potential boundary change(s) with the Town of Emmet, pursuant to Section 66.0307(4)(a) of the Wisconsin Statutes, on _____, 2013; and

WHEREAS, Section 66.0307 of the Wisconsin Statutes authorizes adjoining municipalities to set the boundaries between and among themselves upon adopting, and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of Section 66.0307; and

WHEREAS, the cooperative plan should be made with the general purpose of guiding and accomplishing a coordinated adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs of both the City and the Town, best promote public health, safety, morals, order, convenience, prosperity and the general welfare, as well as the efficiency and economy in the process of development; and

WHEREAS, cooperative planning and establishment of permanent boundaries is in the best interests of the City and the Town as participating municipalities and the purpose of this Resolution is to authorize participation with consenting municipalities in cooperative planning.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Emmet, pursuant to Section 66.0307(4)(a) of the Wisconsin Statutes, that the Town Board of the Town of Emmet hereby authorizes participation in the preparation of a cooperative boundary agreement and cooperative plan as defined in section 66.0307 with the Town Board of the Town of Emmet for the purposes contemplated by section 66.0307.

BE IT FURTHER RESOLVED, that upon adoption of this resolution, that William Nass, Chairman of the Town Board of the Town of Emmet shall forward a copy of this Resolution, once adopted by the Town Board, to Mayor Ronald Krueger of the City of Watertown and shall also provide notice of the adoption of the resolution as required by section 66.0307(4)(a).

BE IT FURTHER RESOLVED, that this Resolution shall take effect upon its passage and publication upon adoption by the Town Board of the Town of Emmet at its regular meeting held on _____, 2013.

ADOPTED _____

TOWN CLERK

APPROVED _____

TOWN CHAIRMAN

INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

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EXHIBIT "B"

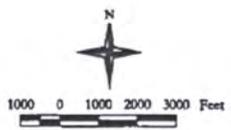
GROWTH AREAS MAP IN THE TOWN OF EMMET DEPICTING THE CITY OF
WATERTOWN CORPORATE LIMITS, CITY GROWTH AREA,
AND TOWN GROWTH AREA

City of Watertown/ Town of Emmet Growth Areas Map Exhibit B

- 3 mile ETJ
- Urban Service Area
- Municipal Limits
- Planned Roads

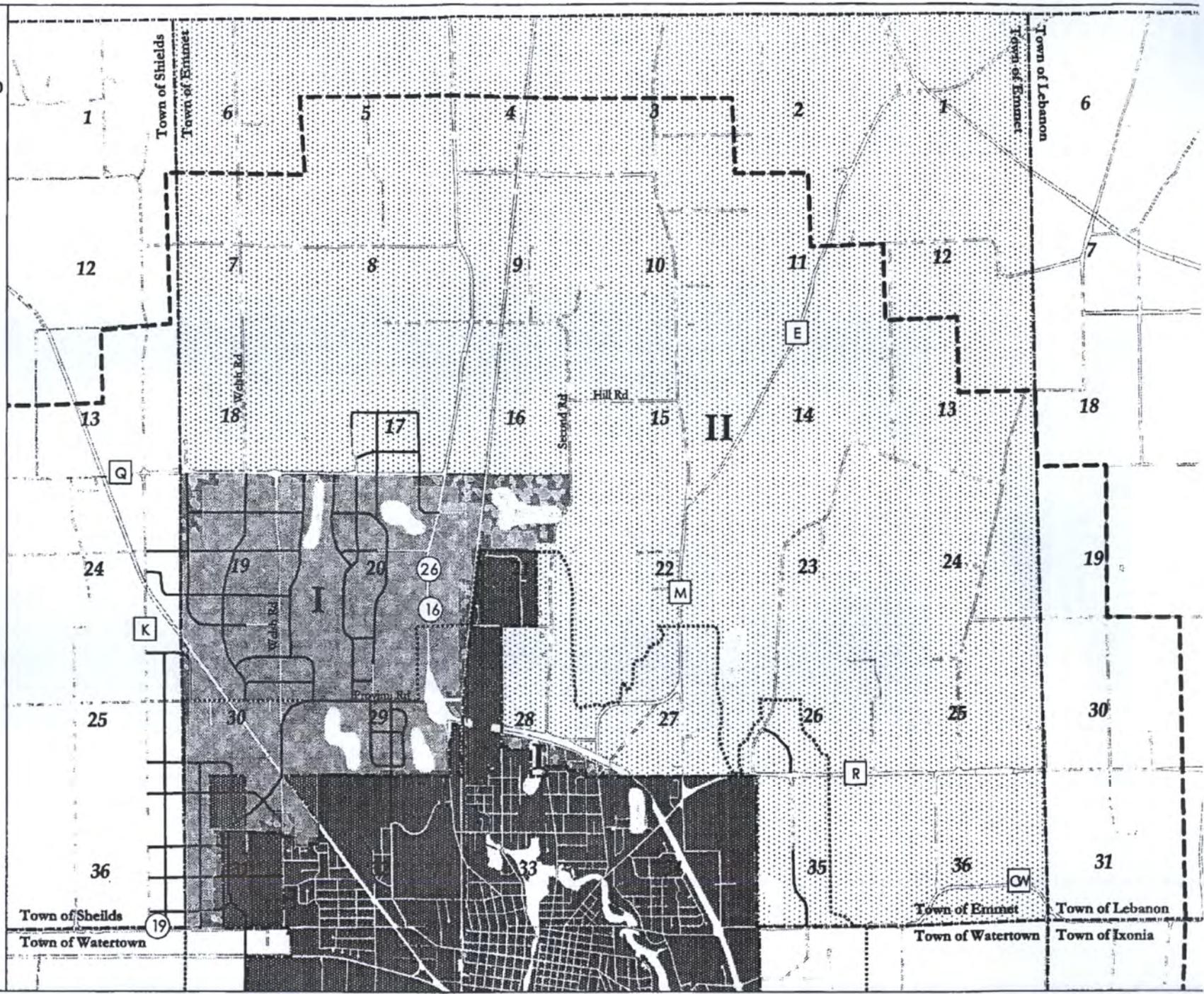
- ETJ Planning Areas
- City of Watertown
 - I: City Growth Area
 - II: Town Growth Area

- Stormwater Basins
- Surface Water
 - Road, Rail



January 1, 2000
Base Map: City of Watertown, Dodge County

Vandewalle & Associates
Madison & Milwaukee, Wisconsin
Planning • Consulting • Redesign

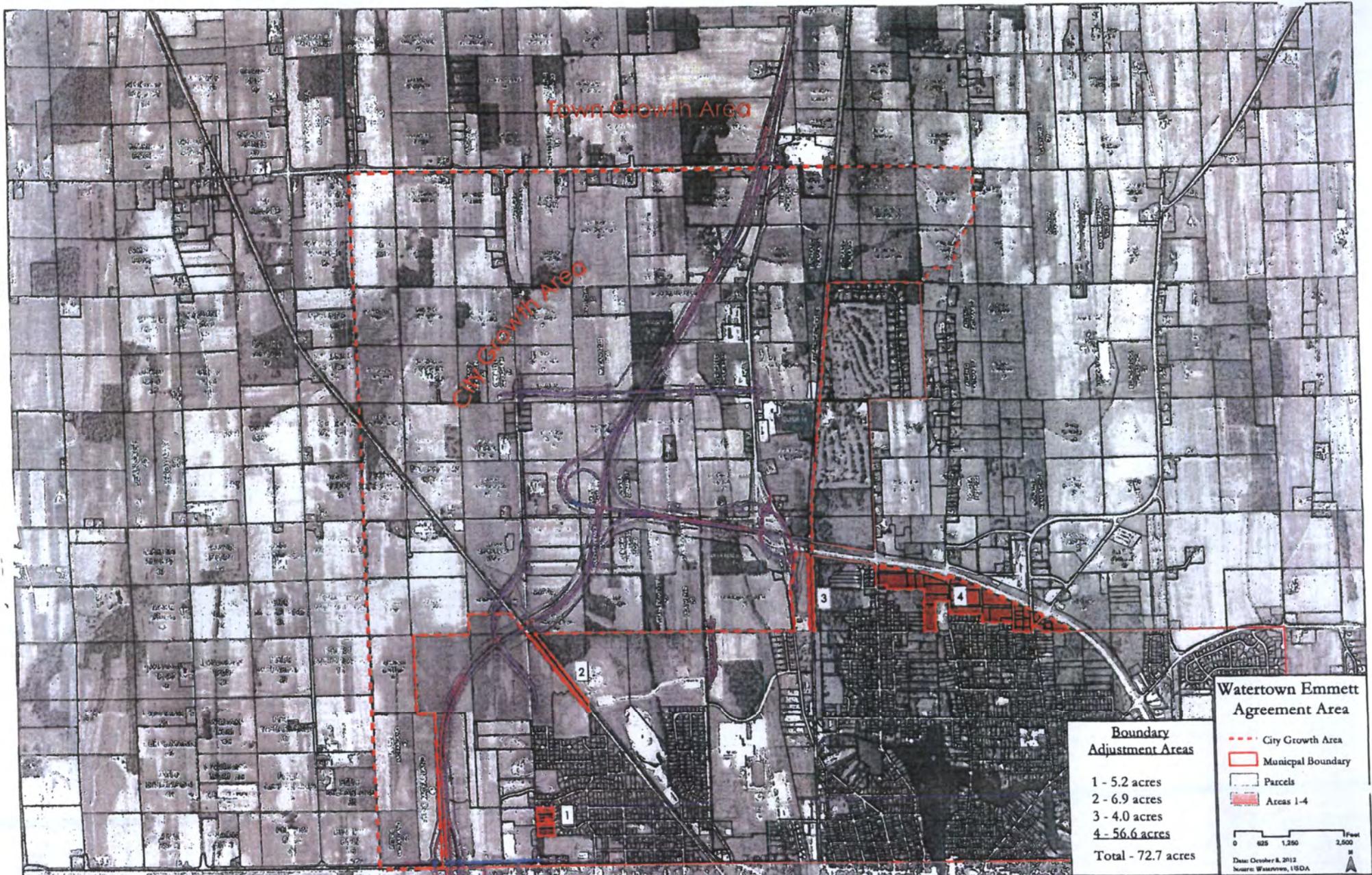


INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

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EXHIBIT "C"

AERIAL PHOTOGRAPHIC MAP OF CITY GROWTH AREA IN TOWN OF EMMET
DEPICTING BOUNDARY ADJUSTMENT AREAS

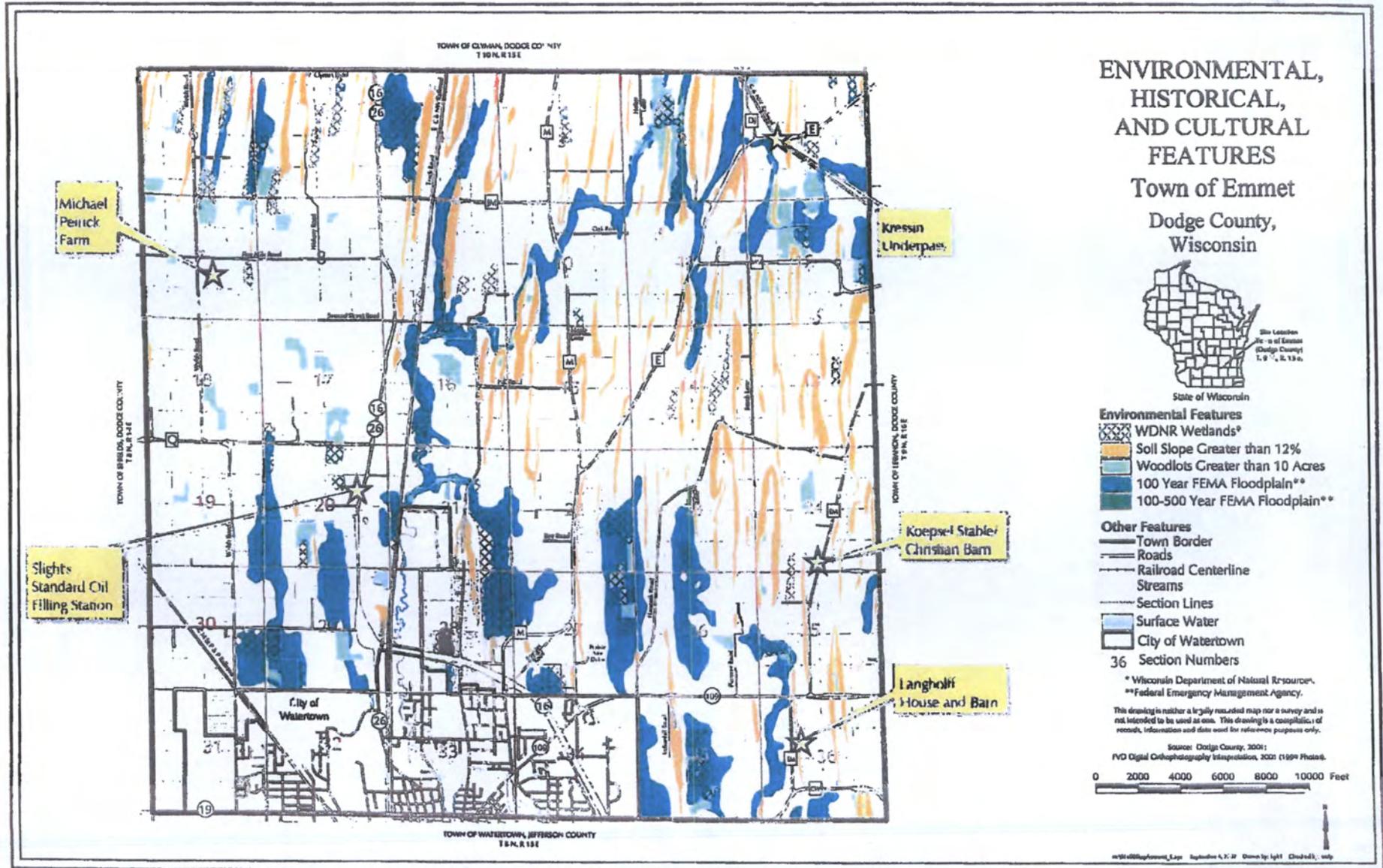


INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

173

EXHIBIT “D”

ENVIRONMENTAL HISTORICAL AND CULTURAL FEATURES OF THE TOWN OF
EMMET

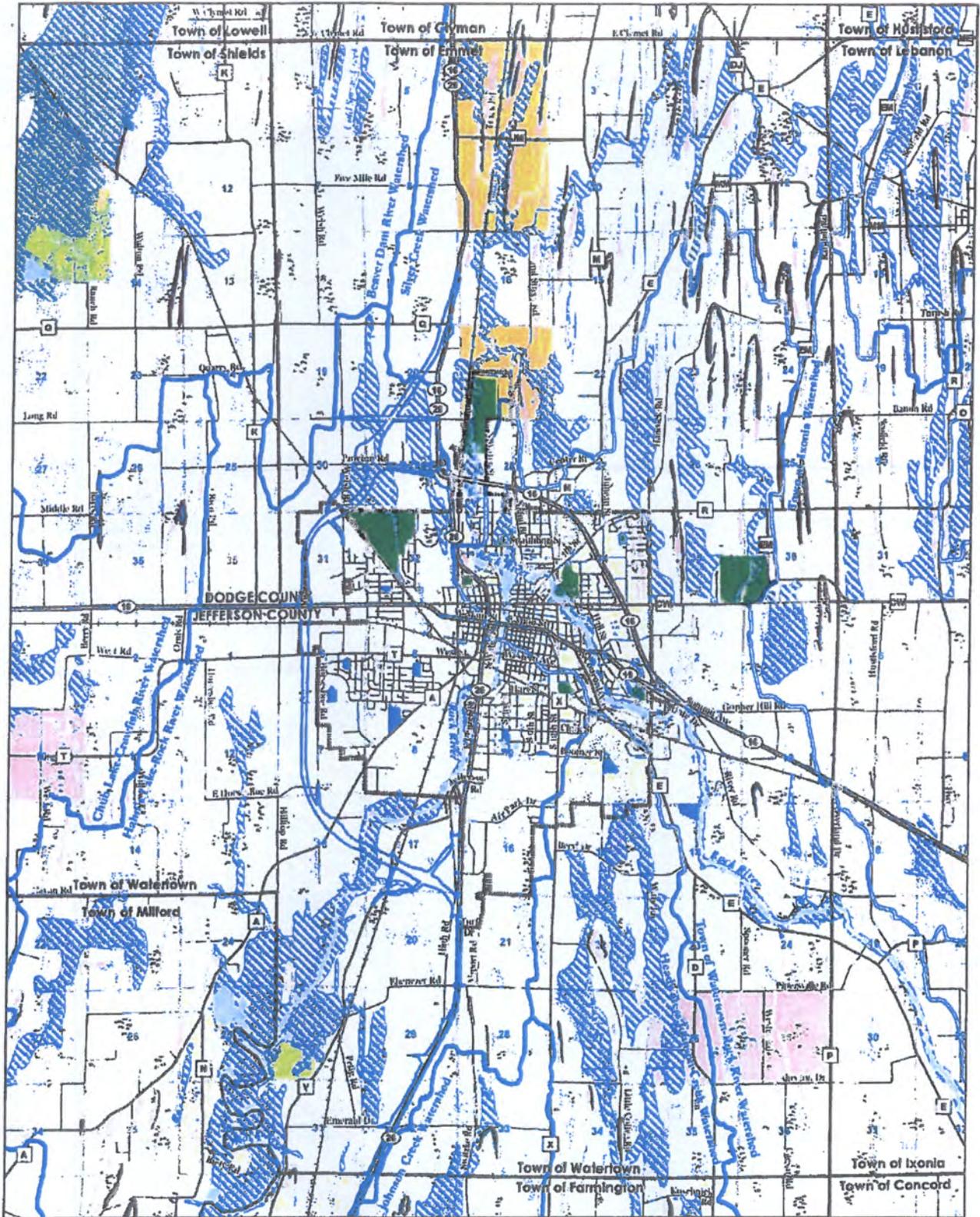


INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

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EXHIBIT “E”
NATURAL FEATURES OF THE TOWN OF EMMET

"Legibility Impaired"
 WI Adm. Code 12.07(2)



<h2>Natural Features</h2>		Watershed Boundary Wetlands Floodplain Steep Slopes 12 to 20 Percent Over 20 Percent Sections Containing Rare or Endangered Species Aquatic Species Terrestrial Species Both Types	<p>Source: ESRI, City of Watertown, Counties of Dodge & Jefferson LJO</p> <p>Miles 0 0.5 1 2</p>																											
<h3>City of Watertown Comprehensive Plan</h3> <table border="0"> <tr> <td></td> <td>City of Watertown</td> <td></td> <td>Proposed Highway 26 Bypass Right of Way</td> </tr> <tr> <td></td> <td>Town Boundary</td> <td></td> <td>Railroad</td> </tr> <tr> <td></td> <td>County Boundary</td> <td></td> <td>Woodlands</td> </tr> <tr> <td></td> <td>Section v:/Section Number</td> <td></td> <td>Public Parks & Recreation</td> </tr> <tr> <td></td> <td>State Highway</td> <td></td> <td>Public Conservancy</td> </tr> <tr> <td></td> <td>County Highway</td> <td></td> <td>Surface Water</td> </tr> <tr> <td></td> <td>Local Road</td> <td></td> <td></td> </tr> </table>				City of Watertown		Proposed Highway 26 Bypass Right of Way		Town Boundary		Railroad		County Boundary		Woodlands		Section v:/Section Number		Public Parks & Recreation		State Highway		Public Conservancy		County Highway		Surface Water		Local Road		
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	Local Road																													



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

WISCONSIN DEPARTMENT OF ADMINISTRATION

**APPROVAL of the COOPERATIVE PLAN
under Section 66.0307, Wis. Stats.**

between the

**CITY OF WATERTOWN and
TOWN OF EMMET,
DODGE COUNTY**

October 15, 2015

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Introduction

In accordance with s. 66.0307(5) of the Wisconsin Statutes, the Wisconsin Department of Administration (Department) approves the *Intergovernmental Cooperative Plan between the City of Watertown and the Town of Emmet* (hereinafter called the Cooperative Plan).

The municipalities developed this Cooperative Plan for the following reasons:

- **Maintain Good Relationships** – the City and Town have enjoyed a positive relationship for many years and recognize their social community and shared business success. They desire to maintain and continue to build those ties.
- **Set Municipal Boundaries** - part of the Town is designated as future ‘City Growth Area’ with the remainder being designated as ‘Town Growth Area’. Establishing long-term boundaries will enable the City to grow in an orderly manner and provide the Town with certainty regarding its future.
- **Eliminate Town Islands** – enable the City to acquire existing Town islands and prevent their occurrence in the future. A number of town islands contain urban development but are not receiving city services, while other islands have become blighted.
- **Promote Compact Development** – lands within the City Growth and Town Growth Areas will be carefully planned and developed in accordance with the two communities’ comprehensive plans, ordinances, design standards, and municipal services.
- **Extraterritorial Jurisdiction** – the City agrees to relinquish its extraterritorial jurisdiction within the Town Growth Area.
- **State Highway 26 By-Pass** – the Wisconsin Department of Transportation has delineated the STH 26 By-Pass route around the City and completed construction of this new highway within the Town. This By-Pass tends to outline and define a City Growth Area within the Town which is best served with City municipal services. This Cooperative Plan sets forth City Growth Area specifics.

Public Hearing, Resolutions, Referenda and other Procedural Matters

Before a cooperative plan is submitted to the Department, a number of procedural steps must occur. These are:

- Joint initiating resolutions passed by each participating municipality authorizing its governing body to work to negotiate and develop the plan;
- A joint public hearing to receive comments from the public and other governmental bodies; and
- Resolutions adopted by each municipality to approve a final version of the cooperative plan and forward it to the Department for review.

The following procedural steps may occur:

- An advisory referendum; and
- A public hearing held by the Department.

No area residents requested that an advisory referendum on the Cooperative Plan be held, and no area residents requested that the Department hold a public hearing.

Authorizing resolutions were passed by the Town of Emmet on April 8, 2014 and by the City of Watertown on April 15, 2014. As required by s. 66.0307(4)(a) Wis. Stats., these resolutions were distributed to neighboring municipalities and other area jurisdictions.

The required joint public hearing was held on June 17, 2014. There were no appearances by any party, nor any comments made in writing.

After the public hearing, the Dodge County Land Resources and Parks Department submitted its required comment letter on July 16, 2014. The county is supportive of the Cooperative Plan Agreement and finds that it will have minimal effect on Dodge County.

The City of Watertown adopted a resolution approving the Cooperative Plan on August 6th, 2014 with the Town approving it on August 11th, 2014. The communities forwarded the Cooperative Plan to the Department for its statutory review on November 24, 2014.

On February 20, 2015, the Department granted the communities' request for a 90-day extension of the Department's review period in order to compile needed information regarding the Cooperative Plan's consistency with their comprehensive plans, and also to resolve questions regarding the mechanisms for transferring territory.

On May 18, 2015, the Department granted the communities' request for an additional extension in order to complete the needed information.

Approval Criteria Applicable to the Department

A cooperative plan shall be approved by the Department if the Department determines that each of the criteria in s. 66.0307(5)(c), Wis. Stats., is met. The following paragraphs describe how the communities' Cooperative Plan relates to these criteria. It is important to understand that this approval document is not a complete restatement of the plan. Those wanting to learn specific details, provisions, nuances, and conditions should look to the text of the Cooperative Plan itself, which is available from the City of Watertown and the Town of Emmet, and also at the Department of Administration's website at: <http://doa.wi.gov/municipalboundaryreview>.

(1) *The content of the plan under sub. S. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subs. 2 to 5m. s. 66.0307(5)(c)1, Wis. Stats.*

Information required by statute, and provided in a clear manner by the parties, includes the following fundamental details:

- **Territory subject to the Plan** – the territory subject to the Cooperative Plan is shown in Exhibits A, B, and C of the plan and includes all of the Town of Emmet.
- **Transfer of certain territory** – this Cooperative Plan results in the transfer to the City of four (4) designated Boundary Adjustment Areas located within the larger City Growth Area. These areas are shown at Exhibit B in the Cooperative Plan and are the following:
 - Welsh Road Area – shown as “1” in Exhibit C of the Cooperative Plan, this area will attach to the City in 3 years.
 - Brandt-Quirk Park Railroad Right-of-Way Area – shown as “2” in Exhibit C of the Cooperative Plan, this area will attach to the City in 1 year.
 - Highway 16 Railroad Right-of-Way Area – shown as “3” in Exhibit C of the Cooperative Plan, this area will attach to the City in 1 year.
 - Highway 16 Residential Area – shown as “4” in Exhibit C of the Cooperative Plan, this area will attach to the City in 10 years, unless residents’ private on-site wastewater treatment systems fail, in which case they must attach to the City earlier.

In addition to these designated areas which *shall* transfer to the City, two situations are identified where territory *may* transfer to the City. The two situations are:

- 1) Remaining City Growth Area – territory within the City Growth Area may also attach or annex to the City if requested by the landowner(s); and
 - 2) Future Town Islands – areas within the City Growth Area which become functionally surrounded by the City due to incremental attachments or annexations may be declared by the City to be *Town Islands* and attached by the City.
- **Revenue Sharing** – the City agrees to share property tax revenue with the Town from attached parcels within the City Growth Area, if those parcels assessed value exceeds \$1 million.
 - **Restrict Town Growth within City Growth Area** - parcels located in the City Growth Area, but still under Town jurisdiction, may develop but subject to certain limitations such as maximum density, lot creation and layout, design standards, street layout, issuance of building permits, and zoning enforcement.

- **Development in Town Growth Area** – the Town’s zoning will control development within the Town Growth Area. The Town intends to permit agricultural uses, low-density residential development, and some neighborhood/crossroads commercial development. Larger “big box” retail stores are only allowed upon the City’s consent.
- **Coordinate Comprehensive Plans** – the communities agree that the City’s comprehensive plan will take precedence in the City Growth Area while the Town’s comprehensive plan will take precedence in the Town Growth Area.
- **City Extraterritorial Powers** – the communities agree that the City’s extraterritorial plat review authority and extraterritorial zoning authority will be limited to the City Growth Area. City extraterritorial authorities will not apply within the Town Growth Area.
- **Incorporate a 2013 General Agreement** – the Cooperative Plan incorporates all provisions of a general intergovernmental agreement under s. 66.0301 Wis. Stats. that was previously entered into between the City and Town in 2000 and updated in 2013.
- **Establish Future Joint Discussion and Planning** – the City and Town agree to review the Cooperative Plan’s functioning at periodic intervals of at least every five years to ensure smooth and effective implementation.
- **Services** – the Cooperative Plan addresses a number of City services, such as sewer and water service as well as stormwater management, building inspection, zoning, and extraterritorial review.
- **Term** – the Cooperative Plan was approved by the parties on September 29, 2014 and is implemented on October 15, 2015, It will continue to operate for a 19-year period until its expiration on December 31, 2032.

The above information, along with other information included in the Cooperative Plan, provides sufficient detail to enable the Department to find that the standards in s. 66.0307(3)(c)1. Wis. Stats. have been met.

(2) *Is the cooperative plan consistent with each participating municipality’s comprehensive plan and with current state laws, municipal ordinances and rules that apply to the territory affected by the plan? s. 66.0307(5)(c)2 Wis. Stats.*

According to the City and Town, this Cooperative Plan is consistent with both communities’ comprehensive plans. Specific examples include:

- (a) Establishing Town boundary security to assist in future Town planning and budgeting efforts.
- (b) Resolving existing boundary, land use and municipal service issues between the Town and the City.
- (c) Pro-actively positioning the Town to avoid costly annexation lawsuits.

- (d) Providing continual development for the Town to replace tax base lost to City growth, so that the Town may also have an ever-renewing and expanding tax base and a pool of citizen leadership.
- (e) Planning and focusing growth into identified areas to ensure compatibility of land uses.
- (f) Working toward the development of consistent ordinances and building codes in order to regulate use, building location and appearance.
- (g) Meeting the objectives of Wis. Stat. § 66.1001(2)(g) by encouraging cooperative planning between the Town and the City.

This Cooperative Plan is also consistent with each community's comprehensive plan because it incorporates the extra-territorial zoning and subdivision review, municipal revenue sharing, incorporation, and conflict resolution provisions contained in those plans.

The communities anticipate amending their comprehensive plans in the future in order to further integrate their Cooperative Plan with their comprehensive plans. Specifically, the Town agrees to amend its ordinances so as to require conditional use approval for all non-agricultural land divisions or development.

The City and Town believe that the Cooperative Plan is compliant with all federal, state, and local regulations, statutes, and ordinances. They have examined possible impacts, including environmental consequences to air, water, and land use among others, and find no adverse impacts or conflict with existing laws and regulations. Also, the Dodge County Land Resources and Parks Department reviewed the cooperative plan and indicated its strong support.

Additionally, none of Watertown or Emmet's municipal neighbors have voiced any comments or issues of concern.

For the foregoing reasons, the Department finds that the Cooperative Plan is consistent with each community's comprehensive plan and with all current state laws, municipal regulations and administrative rules and that the standard in s. 66.0307(5)(c)(2) Wis. Stats. is therefore met.

(3) Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan. s. 66.0307(5)(c)(3), Wis. Stats.

Provision of future services was a primary impetus for this Cooperative Plan. The City of Watertown desires to expand in the most efficient manner possible, with new roads, sewer and water, and other infrastructure staged in an orderly and planned manner within the City Growth Area. The Town of Emmet meanwhile intends its Town Growth Area to remain primarily rural and low density in character, with lower service demands.

The services specifically addressed by the Cooperative Plan are:

- **Sewer and Water** – following attachment, properties within the City Growth Area are required to connect to the City’s municipal sewer and water systems within 1 year.
- **Building Inspections/Zoning Enforcement** – the City may perform all building inspection and zoning enforcement services and functions within the City Growth Area.
- **Extraterritorial Review** – the City agrees to limit its statutory extraterritorial review authority to within the City Growth Area. It waives its right to exercise extraterritorial review authority in the Town Growth Area.
- **Stormwater Management** – the Town and City agree to cooperate with stormwater management in the City and Town Growth Areas by reviewing water drainage tendencies.

For all the foregoing reasons, the Department finds that adequate provision has been made for the delivery of necessary municipal services to the agreement territory, and that the standard in s. 66.0307(5)(c)3, Wis. Stats., is met.

(4) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs. s. 66.0307(5)(c)(5), Wis. Stats.

This Cooperate Plan promotes a long-term, environmentally sound, compact and cost-effective pattern of future growth within the City Growth Area. The City and Town agree that the City Growth Area will be a transition area between the communities, which the City will gradually expand into as residents desire to develop their property and as municipal sewer and water and other city services become available. The communities acknowledge that haphazard or premature residential development could prevent efficient use of land resources and service provision. This Cooperative Plan also promotes a compact municipal boundary line by eliminating current town islands and peninsulas and preventing the creation of new ones.

The Cooperative Plan also promotes compactness by stabilizing land uses in the Town Growth Area, an area into which annexation will be limited. The Town desires to preserve working farms and sustainable agricultural development patterns.

Without this Cooperative Plan, development would still occur, however it could possibly be sprawling, unplanned, and inefficient, and could result in area farmers making an economic decision to abandon farming. This would blur the boundaries between the two communities and between urban and rural land uses.

For all of the foregoing reasons, the Department finds that this Cooperative Plan is compatible with the surrounding community, will result in compact municipal boundaries, and that the standard in s. 66.0307(5)(c)5, Wis. Stats., is met.

(6) *Any proposed planning period exceeding 10 years is consistent with the plan.*
s. 66.0307(c)6 Wis. Stats.

The planning term for the Cooperative Plan was approved by the parties on September 29, 2014 and shall expire on December 31, 2032. The basis for the 19-year planning term is that the communities believe this amount of time is necessary to protect existing Town landowners from annexation against their will and for the City to fully assimilate the territory in the City Growth Area in an orderly and cost effective manner.

Because of the scope of this Cooperative Plan, including the detailed service provisions, land transfers, and area protected from annexation, a term exceeding 10 years is appropriate. The Department therefore finds that the standard in s. 66.0307(5)(c)6, Wis. Stats., is met.

Approval

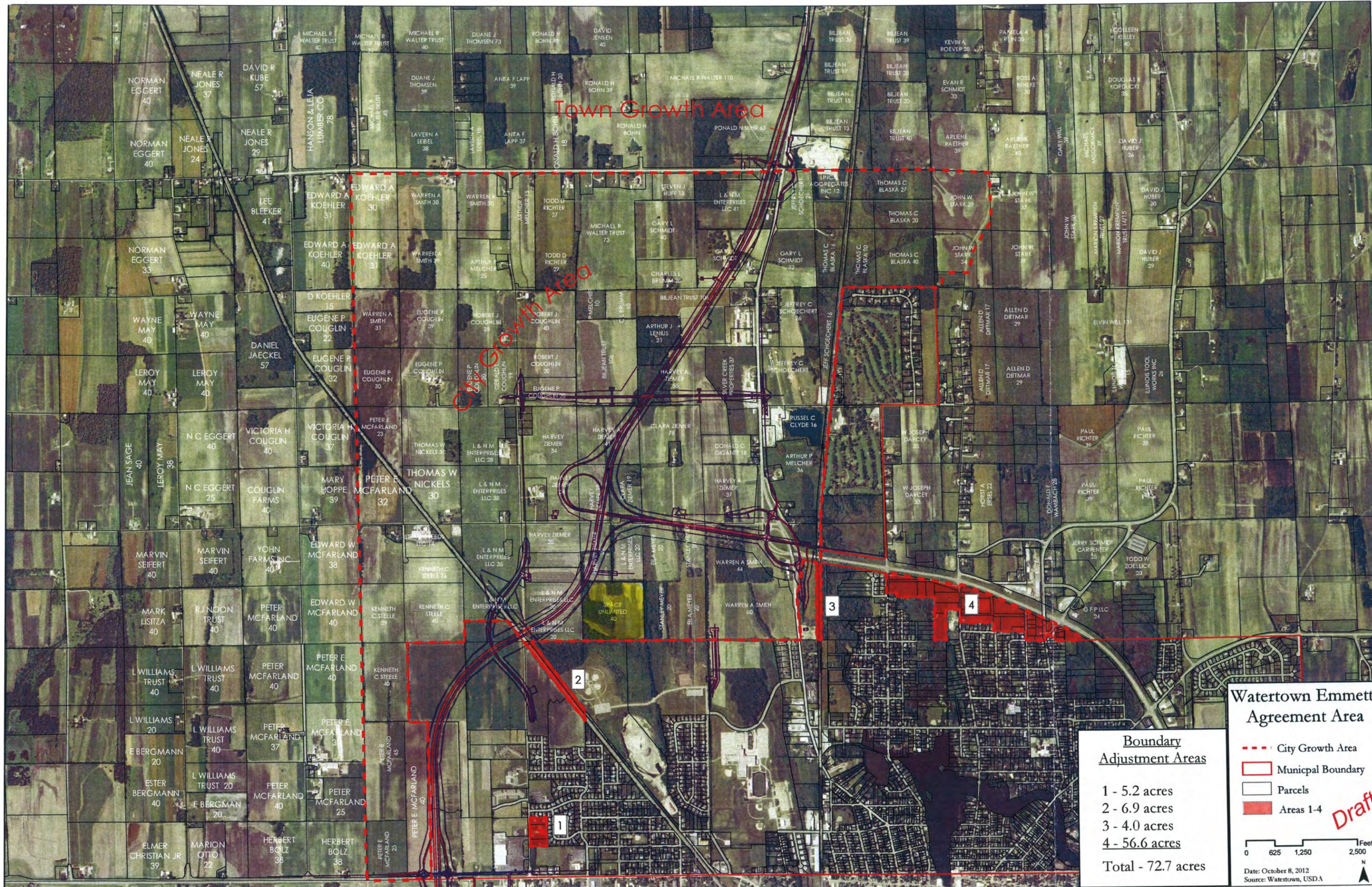
This Cooperative Plan meets the statutory criteria of s. 66.0307, Wis. Stats. Pursuant to authority found in s. 66.0307(5), Wis. Stats., the Wisconsin Department of Administration hereby approves the City of Watertown and Town of Emmet's Cooperative Plan.

Henceforth, amendments or revisions to the plan can only occur with the approval of the City and Town, and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the provisions of s. 66.0307(8), Wis. Stats. This Cooperative Plan is implemented on October 15, 2015 and remains in effect pursuant to the language and terms contained therein.

Dated this 16 day of October, 2015, by the Wisconsin Department of Administration:

Ed Eberle

Ed Eberle, Administrator
Division of Intergovernmental Relations
Wisconsin Department of Administration



Town Growth Area

Town Growth Area

Watertown Emmett Agreement Area

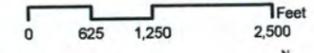
Boundary Adjustment Areas

- 1 - 5.2 acres
- 2 - 6.9 acres
- 3 - 4.0 acres
- 4 - 56.6 acres

Total - 72.7 acres

- City Growth Area
- Municipal Boundary
- Parcels
- Areas 1-4

Draft



Date: October 8, 2012
Source: Watertown, USDA