

# CONSOLIDATED KOSHKONONG SANITARY DISTRICT

## SECOND ADDENDUM TO

### MARCH 22, 2005 OPERATING AGREEMENT

**THIS AGREEMENT** is made and entered into effective as of the 1<sup>ST</sup> day of January, 2010, by and between the Koshkonong Sanitary District No. 1, Town of Milton, the Koshkonong Sanitary District No. 2, Town of Fulton, the Town of Fulton Sanitary District No. 2, Town of Fulton, the Koshkonong Sanitary District No. 3, Town of Albion, the Albion Sanitary District No. 4 ("ASD4"), and the Koshkonong Sanitary District No. 4, Town of Sumner. Each of the above entities are sometimes known herein as a "Town Sanitary District," or are sometimes collectively known herein as the "Town Sanitary Districts."

**WHEREAS**, on or about August 13, 2002, the Town Board of the Town of Albion passed an Order creating the ASD4 under Chapters 60.70 through 60.79 of the Wisconsin Statutes, which Order was recorded in the Dane County Register of Deeds office, and which Order is incorporated herein as though fully set forth at Exhibit A (and which Order joins the other Town Sanitary District Orders and Resolutions contained at Exhibit B of the Operating Agreement); and

**WHEREAS**, the ASD4 expanded its legal boundaries by an order in 2006, which legal boundaries are included in Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, the ASD4 intends to replace its existing commissioners with the Albion Town Board as the Commissioners shortly after adoption by all parties of this Agreement; and

**WHEREAS**, the Town Sanitary Districts (with the exception of the ASD4) have joined together under the Wisconsin intergovernmental cooperation law (Chapter 66.0301, Wis. Stats.) to form the Consolidated Koshkonong Sanitary District ("CKSD"); and

**WHEREAS**, after making the appropriate application, on or about September 28, 2009 the CKSD granted the ASD4 a Variance concerning various matters and has requested the ASD4 to join, and ASD4 has agreed to join, the CKSD; and

**WHEREAS**, this Amendment, which has been approved by all of the Town Sanitary Districts, is intended to amend the CKSD Operating Agreement dated on or about March 22, 2005 (the "Operating Agreement") and to allow the ASD4 to join the CKSD.

**NOW, THEREFORE**, for valid consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged by all parties hereto, the Town Sanitary Districts agree as follows:

1. **Recitals.** The above Recitals are true and correct.
2. **ASD4 To Join CKSD.** Effective as of January 1, 2010 (and subject to that certain Agreement between the ASD4 and the CKSD which also becomes effective on January 1, 2010), the ASD4 shall join the CKSD. The ASD4 acknowledges and agrees that it has reviewed the Operating

Agreement, makes all representations, warranties and covenants contained therein, and agrees to abide by each and every term contained therein as though the ASD4 were an original signatory thereto.

3. **Powers Granted To CKSD.** The ASD4 grants all powers which the ASD4 has to the CKSD, including but not limited to, those powers granted to town sanitary districts under the town sanitary district law, as such law may be amended from time to time. Such powers are granted in full to the CKSD pursuant to the intergovernmental cooperation law, to be exercised pursuant to the terms of the CKSD Operating Agreement. Such grant of power is not an abdication of the ASD4's powers under town sanitary district law, but is simply a grant of all such powers to the CKSD in order to act on the ASD4's behalf. Notwithstanding the foregoing or anything to the contrary contained herein, the ASD4 shall retain all power and authority to borrow, lend, or service any debt which is in addition to CKSD debt.

4. **Representation and Warranty.** The ASD4 represents and warrants to the other Town Sanitary Districts and to the CKSD that it has been granted full power and authority under the town sanitary district law to act in accordance therewith, and that it has full power and authority to enter into this Addendum and the Operating Agreement.

5. **ASD4 System.** It is the further intent of this Amendment that the ASD4 contribute its operating system, equipment, accounts and intangibles to the CKSD (subject to all terms and conditions of any grants or loan programs utilized to construct such system and equipment), to be used for the general good of the CKSD. As such, the CKSD shall have the full right to use such system, equipment, accounts and intangibles for the general maintenance and upkeep of the entire, consolidated CKSD system. As such, in the event the ASD4 has available to it or is required to maintain equipment replacement accounts, the CKSD shall have access to these accounts in order to benefit the entire CKSD system.

6. **Clean Water Fund Loan.** The CKSD is currently undertaking a major pumping station rehabilitation project which will require the CKSD (and its constituent Town Sanitary Districts) to borrow approximately \$4,400,000 (the "Bonds") from the Clean Water Fund using a bond issuance which is expected to take place in early 2010 (and interim financing in the meanwhile). Given that the ASD4 does not have adequate general obligation bond taxing authority (as determined by the State of Wisconsin Department of Administration), the ASD4 has requested, and the CKSD has agreed, to allow the ASD4 to refrain from contributing its bonding authority. However, the ASD4 agrees to execute a Contribution Agreement with the remaining Town Sanitary Districts whereby in the event that the remaining Town Sanitary Districts must use their taxing authority to assist the CKSD in repaying such bonding debt, then in that event the ASD4 will levy special user fees on its customers to repay such amounts to the remaining Town Sanitary Districts so that all six Town Sanitary Districts shall have contributed the proportion that their Equalized Assessed Value relates to the sum of the combined total Equalized Assesd Values of all of the Town Sanitary Districts.

7. **District Service Area.** ASD4 shall use its town sanitary district legal boundaries as its District Service Area (as defined in the Operating Agreement) until 2010, after which it will

following the procedures set forth in Section 11 of the Operating Agreement to modify the boundaries.

8. **Waiver of Liability.** The CKSD and the ASD4 agree that no party hereto shall be responsible or liable to any other party hereto for any claim, damage, loss or expense caused by the breakdown or failure of any sewer facilities affected by this Agreement which is not due to the gross negligence or willfully tortuous act of the responsible party.

9. **Binding Effect.** This Agreement shall be binding on each party and its successors and assigns, by consolidation, merger, or otherwise.

10. **Counterparts.** This Agreement may be signed in several counterparts, each of which shall be an original, but all of which together shall constitute the same instrument. Delivery of a signed counterpart by facsimile transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

11. **Notices.** All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to a party or to an officer of a party, when deposited in the United States mail, in certified or registered form, postage prepaid, return receipt requested, or by facsimile transmission, and addressed as follows, unless and until each of such parties notifies the others of a change of address:

**Consolidated Koshkonong Sanitary District**

328 East Ellendale Road  
Edgerton, Wisconsin 53534  
608.868.7191 (ph)  
608.884.6447 (ph)  
608.868.5325 (f)  
Email: [llksd@centurytel.net](mailto:llksd@centurytel.net)

**Koshkonong Sanitary District No. 1, Town of Milton**

23 First Street  
P.O. Box 447  
Milton, Wisconsin 53563  
608.868.2465 (ph)  
608.868.6642 (f)  
Email: [townofmilton@charter.net](mailto:townofmilton@charter.net)

**Koshkonong Sanitary District No. 2, Town of Fulton**

2738 West Fulton Center Drive  
Edgerton, Wisconsin 53534  
608.868.4103 (ph)  
608.868.4104 (f)  
Email: [fultonclerk@townoffulton.com](mailto:fultonclerk@townoffulton.com)

**Koshkonong Sanitary District No. 3, Town of Albion**

624 Albion Road  
Edgerton, Wisconsin 53534  
608.884.8974 (ph)  
608.884.2130 (f)  
Email: [albion@milwpc.com](mailto:albion@milwpc.com)

**Koshkonong Sanitary District No. 4, Town of Sumner**

N1525 Church Street  
Edgerton, Wisconsin 53534  
608.884.7925 (ph)  
608.884.7925 (f)  
Email: [townsumner@compufort.com](mailto:townsumner@compufort.com)

**Town of Fulton Sanitary District No. 2**

2738 W. Fulton Center Drive  
Edgerton, Wisconsin 53534  
608.868.4103 (ph)  
608.868.4104 (f)  
Email: [fultonclerk@townoffulton.com](mailto:fultonclerk@townoffulton.com)

**Albion Sanitary District No. 4**

624 Albion Road  
Edgerton, Wisconsin 53534  
608.884.8974 (ph)  
608.884.2130 (fax)  
Email: [albion@milwpc.com](mailto:albion@milwpc.com)

12. **Further Assurances.** From time to time, and without further consideration, the Commissioners, the various Town Sanitary Districts, and their Commissioners, at their expense, will execute and deliver such further instruments and take such further actions as the CKSD may reasonably require to effectuate the intent of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement shall become effective as of the date first set forth above.

**Koshkonong Sanitary District No. 1, Town of Milton:**

By: Bryan Meyer  
Name: Bryan Meyer  
Its President

By: Sandy Kunkel  
Name: Sandy Kunkel  
Its Secretary

Date: 12-17-09

**Koshkonong Sanitary District No. 3, Town of Albion:**

By: \_\_\_\_\_  
Name: Roger Olson  
Its President

By: \_\_\_\_\_  
Name: Julie Hanewall  
Its Secretary

Date: \_\_\_\_\_

**Koshkonong Sanitary District No. 2, Town of Fulton:**

By: \_\_\_\_\_  
Name: Evan Sayre  
Its President

By: \_\_\_\_\_  
Name: Connie Zimmerman  
Its Secretary

Date: \_\_\_\_\_

**Koshkonong Sanitary District No. 4, Town of Sumner:**

By: \_\_\_\_\_  
Name: John Dohner  
Its President

By: \_\_\_\_\_  
Name: Barbara McGann  
Its Secretary

Date: \_\_\_\_\_

**Town of Fulton Sanitary District No. 2:**

By: \_\_\_\_\_  
Name: Evan Sayre  
Its President

By: \_\_\_\_\_  
Name: Connie Zimmerman  
Its Secretary

Date: \_\_\_\_\_

**Albion Sanitary District No. 4:**

By: \_\_\_\_\_  
Name: Larry Foster  
Its President

By: \_\_\_\_\_  
Name: Julie Hanewall  
Its Secretary

Date: \_\_\_\_\_

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Its President

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Its Secretary

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Its President

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Its Secretary

Date: \_\_\_\_\_

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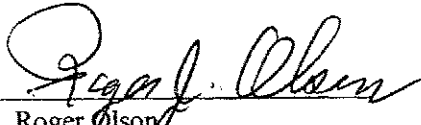
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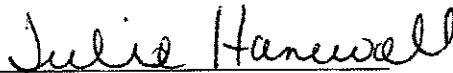
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Its President

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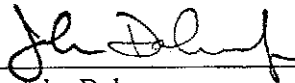
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Its Secretary

Date: Dec 17, 2009

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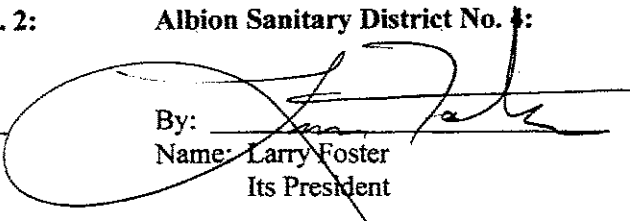
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Name: Larry Foster  
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By: \_\_\_\_\_  
Name: Connie Zimmerman  
Its Secretary

By:   
Name: Julie Hanewall  
Its Secretary

Date: \_\_\_\_\_

Date: 1-13-10

**EXHIBIT A**

**ASD4 RESOLUTION**

(on following page)

**ORDER ESTABLISHING  
ALBION SANITARY DISTRICT NUMBER 4**

A petition, addressed to the town board of the Town of Albion, Dane County, Wisconsin, requesting the establishment of a town sanitary district in the Town of Albion, Dane County, Wisconsin, having been filed with the clerk of the Town of Albion, Dane County, Wisconsin, and on due notice a public hearing having been held on the petition, at 7:30 p.m. on the 13<sup>th</sup> day of August 2002, and the bond required by law having been filed and approved,

After consideration of all objections to the proposal and the reasons in favor of it, we, as such board, declare and find that the petition is signed by the requisite owners of real estate, as provided in s. 60.71 (2), and that the proposed work is necessary, and that the public health, safety, convenience and welfare will be promoted by the establishment of a district and the property included in the district will be benefited by the establishment thereof,

Now, therefore, it is ordered, that a town sanitary district is hereby organized, the corporate name of which shall be Town of Albion Sanitary District No 4, Dane County, Wisconsin, and the boundaries thereof are hereby established as described in attached Exhibit 1.

Dated this 13 day of August 2002

*Roy J. Olson*  
*Fredrick Johnson*  
*David Olson*

*Jim Barkow*  
*Andrew Decker*

[Signatures of town board]

I, Joann Broughton, Town Clerk/Treasurer of the Town of Albion, do hereby certify that the above Order was duly adopted by the Town Board of the Town of Albion at a meeting held on August 13, 2002, due notice of which had been given by publication.

*Joanne Broughton*

Joanne Broughton, Town Clerk/Treasurer

Dated: 8/13/02

**PETITION FOR THE ESTABLISHMENT OF THE  
ALBION SANITARY DISTRICT NUMBER 4**

We, the undersigned persons, each of whom owns property within the limits of the territory described in the legal description attached hereto as Exhibit 1, [herein called the District"] hereby petition the Town of Albion under secs. 60.785 and 60.71, Wis. Stats., to establish Albion Sanitary District Number 4.

1. The name of the Sanitary District whose establishment is proposed is Albion Sanitary District Number 4.
2. The proposed work is necessary for the reason that existing private on-site wastewater treatment systems within the proposed sanitary district area have failed, or are likely to fail in the foreseeable future. The high level of groundwater and the soils in the area make on-site replacement systems impractical. The possible failure of on-site systems requires provision of alternative means of wastewater disposal and treatment. Public sanitary sewer service appears to be the most economical manner in which to provide waste disposal service.
3. The undersigned believe that the property proposed to be included will be benefited by annexation to the Sanitary District because the provision of public sewer service to the properties will improve the value of the properties and protect the public health, safety and welfare by providing for a healthful and environmentally sound manner of waste disposal.
4. The legal description of the District is shown in Exhibit 1, attached hereto.
5. A plat or sketch showing the approximate area and boundaries of the proposed District is attached hereto as Exhibit 2.
6. The work proposed to be performed in the District the includes in the construction of an interceptor sewer, force main, and connections to sewer service laterals which will be connected to the plumbing of various residences, businesses and other structures located within the District.

By signing our name below, we hereby state that we are property owners of the Town who own property within the District, and will support the creation of the same. Our signatures are affixed on the date hereinafter stated.

This petition may be circulated in multiple identical forms, each of which is part of the complete petition.

PAGE 2 – PETITION FOR ESTABLISHMENT OF ALBION SANITARY DISTRICT NUMBER 4

Name (printed)	Signature	Date	Address
1			
2			
3			
4			
5			
6			
7			

STATE OF WISCONSIN     )  
   )  
 DANE COUNTY             )     SS.

AFFIDAVIT OF CIRCULATOR

The undersigned, one of the petitioners herein, hereby verifies, under oath, that the foregoing Petition was personally signed by each person whose signature appears above; that the petitioners have each indicated that they support establishment of the District, as described in Exhibit 1, to be known as Albion Sanitary District No. 4; and, that the same Petition should be granted by the Town Board of the Town of Albion.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
 Circulator

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
 Notary Public, State of Wisconsin; My commission: \_\_\_\_\_

**UTILITY DISTRICT BOUNDARY DESCRIPTION  
VILLAGE OF ALBION (UNINCORPORATED)  
DANE COUNTY, WISCONSIN**

Located in the Southeast 1/4 and the Southwest 1/4 of Section 21, the Southwest 1/4 of Section 22, the Southwest 1/4 and the Northwest 1/4 of Section 26, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of Section 27, and the Northeast 1/4 and the Northwest 1/4 of Section 28, all in Town 5 North, Range 12 East, Town of Albion, Dane County, Wisconsin, described as:

Commencing at the South 1/4 corner of Section 21, Town 5 North, Range 15 East; thence North 33.00 feet along the North-South 1/4 line of said Section 21 to the North right-of-way line of Bliven Road and the Point of Beginning;

1. Thence West, 500.00 feet along said North right-of-way line;
2. Thence South, 466.00 feet parallel with the North-South 1/4 line of Section 28;
3. Thence East; 500.00 feet to the Southwest corner of Certified Survey No. 539;
4. Thence North  $89^{\circ}56'00''$  East, 948.34 feet along the South line of said Certified Survey No. 539 to the Southwest corner of Certified Survey No. 3778;
5. Thence North  $89^{\circ}56'26''$  East, 423.05 feet along the South line of said Certified Survey No. 3778 and its Easterly extension to the West line of Certified Survey No. 1011;
6. Thence South  $00^{\circ}30'$  East, 200.19 feet along said West line to the Southwest corner of said Certified Survey No. 1011;
7. Thence North  $89^{\circ}56'$  East, 140.00 feet along the Southerly line of said Certified Survey No. 1011 to the West line of Jana Road;
8. Thence South  $00^{\circ}30'$  East, 27.00 feet along said West line;
9. Thence North  $89^{\circ}56'$  East, 66.00 feet along the South right-of-way line of Jana Road, to the Southeast corner of said Certified Survey No. 1011;
10. Thence North  $00^{\circ}30'$  West, 286.5 feet more or less along the East right-of-way line of Jana Road to a point on the Westerly extension of the North line of the South portion of Lot 2 of Certified Survey No. 9523;

11. Thence North  $89^{\circ}44'36''$  East, 607.5 feet more or less along the Westerly extension of said North line to the Northwest corner of said South portion of Lot 2;
12. Thence South  $00^{\circ}03'49''$  East, 328.89 feet along the West line of said Certified Survey No. 9523 to the Southwest corner of said Certified Survey No. 9523, said corner also being the Northwest corner of Outlot 74 of the Assessor's Plat of the Village of Albion (unincorporated);
13. Thence South 235.6 feet along the West line of said Outlot 74, to the Southwest corner of said Outlot 74;
14. Thence East along the South line of said Outlot 74 and its Easterly extension to the East right-of-way line of Edgerton Road;
15. Thence North  $00^{\circ}33'50''$  East, 427 feet more or less, along said East right-of-way line to the Northwest corner of Outlot 1 of Windwood Heights, a recorded subdivision;
16. Thence South  $89^{\circ}38'10''$  East, 353.98 feet along the North line of said Outlot 1;
17. Thence South  $00^{\circ}34'40''$  West, 338.43 feet along the East line of said Outlot 1;
18. Thence South  $89^{\circ}38'40''$  East, 114.17 feet to the Eastern most corner of said Outlot 1;
19. Thence South  $03^{\circ}54'40''$  West, 1282.31 feet along the East line of said Outlot 1;
20. Thence South  $21^{\circ}12'30''$  West, 615.03 feet along said East line to the Southeast corner of said Outlot 1;
21. Thence North  $86^{\circ}32'00''$  East, 469.00 feet along the Southerly line of said Windwood Heights Subdivision;
22. Thence South  $00^{\circ}14'00''$  West, 81.03 feet along said Southerly line;
23. Thence North  $86^{\circ}32'00''$  East, 13.52 feet along said Southerly line;
24. Thence North  $87^{\circ}14'35''$  East, 281.43 feet;
25. Thence North  $03^{\circ}31'45''$  East, 100.00 feet to the Southeast corner of Lot 12 of said Windwood Heights Subdivision;
26. Thence continue North  $03^{\circ}31'45''$  East, 375.04 feet along the East line of said Windwood Heights Subdivision;

27. Thence North  $02^{\circ}58'40''$  East, 956 feet more or less, along said East line to the South line of the Northeast  $1/4$  of the Northwest  $1/4$  of Section 27;
28. Thence East, 1040 feet more or less along said South line to the Southwesterly right-of-way line of Albion Road;
29. Thence South  $39^{\circ}06'$  East, 1420 feet more or less along said right-of-way line;
30. Thence South  $50^{\circ}54'$  West, 17.00 feet along said right-of-way line;
31. Thence Southeasterly and Southerly along said right-of-way line; (said line now also being the Westerly right-of-way line of USH "51") to the Northeast corner of Certified Survey No. 4792;
32. Thence North  $86^{\circ}51'00''$  East, 192.51 feet, along the Easterly extension of the North line of said Certified Survey No. 4792 to the East right-of-way line of USH "51";
33. Thence South 68.3 feet more or less, along said East right-of-way line to a point 200.00 feet perpendicular Southerly from the South right-of-way line of Haugan Road;
34. Thence East 1176 feet more or less, parallel with said South right-of-way line to the West right-of-way line of Old "73";
35. Thence South  $00^{\circ}45'08''$  West, 602.59 feet along said West right-of-way line;
36. Thence Southwesterly 260.62 feet along said West right-of-way line and the arc of a curve whose center lies to the Northwest, whose radius is 459.43 feet, whose interior angle is  $32^{\circ}30'06''$  and whose chord bears South  $17^{\circ}00'11''$  West, 257.14 feet to the Northwesterly extension of the centerline of Goede Road;
- 36.1 Thence South  $41^{\circ}24'00''$  East, 156.34 feet along said centerline and its Northwesterly extension;
- 36.2 Thence South  $41^{\circ}29'44''$  East, 349.71 feet along said centerline to the South line of Certified Survey No. 7490;
37. Thence North  $89^{\circ}50'10''$  East, 1236.01 feet along said South line to the Southwesterly right-of-way line of Interstate Highway "90";
38. Thence Northwesterly, 1326.34 feet along said right-of-way line and the arc of a curve whose center lies to the Southwest, whose radius is 22,803.33 feet, whose interior angle is  $03^{\circ}19'57''$ , and whose chord bears North  $38^{\circ}26'33''$  West, 1326.15 feet;



39. Thence North  $40^{\circ}06'25''$  (recorded as North  $40^{\circ}04'$  West on I-90 right-of-way plat), 591.18 feet to the East-West 1/4 line of Section 26;
40. Thence North  $89^{\circ}51'37''$  East, 1053.57 feet along said East-West 1/4 line to the Southeast corner of lands identified by Tax Key No. 02-0512-29161;
41. Thence North 763.15 feet along the East line of said lands;
42. Thence West 773.93 feet along the North line of the South portion of said lands;
43. Thence North 174.00 feet along the East line of the North portion of said lands;
44. Thence West 540.00 feet along the North line of the North portion of said lands to the North-South 1/4 line of Section 26;
45. Thence South along said North-South 1/4 line to the Westerly extension of the North line of Certified Survey No. 7703;
46. Thence South  $89^{\circ}46'05''$  West, 468 feet more or less, along the Westerly extension of said North line to the Southwesterly right-of-way line of Interstate Highway "90";
47. Thence North  $40^{\circ}04'00''$  West, 455 feet more or less, along said right-of-way line;
48. Thence South  $49^{\circ}56'00''$  West, 68.61 feet along the Southeasterly right-of-way line of STH "73";
49. Thence Southwesterly 457.11 feet along said right-of-way line and the arc of a curve whose center lies to the Southeast, whose radius is 1056.57 feet, whose interior angle is  $24^{\circ}47'17''$  and whose chord bears South  $37^{\circ}32'22''$  West, 453.55 feet;
50. Thence North  $62^{\circ}45'08''$  West, 266 feet more or less, radially to said right-of-way line to the Northern most corner of lands identified by Tax Key No. 02-0512-19400;
51. Thence Southwesterly along the Northwesterly line of said lands to a point 300.00 feet perpendicular Northeasterly from the Northeasterly right-of-way line of Albion Road;
52. Thence Northwesterly parallel with said right-of-way line to the North-South 1/4 line of Section 27;
53. Thence North along said North-South 1/4 line to the North 1/4 corner of said Section 27;

54. Thence North  $88^{\circ}35'50''$  West (recorded as South  $89^{\circ}$  East on the Assessor's Plat), 305.63 feet along the North line of the Northwest 1/4 of said Section 27 to its intersection with the Southeasterly extension of the Easterly line of Certified Survey No. 3219;
55. Thence North  $16^{\circ}41'00''$  West, 1381 feet more or less along said Easterly line, and its Southerly and Northerly extensions, to the South line of Outlot 62 of said Assessor's Plat;
56. Thence West along said South line to a point 255.00 feet perpendicular Southeasterly from the reference line of STH "106" as shown on the right-of-way plat of Interstate Highway "90", referred to as Project I-90-3 (29) 140 Sheet 4.19;
57. Thence North  $54^{\circ}21'$  East parallel with said reference line and 255.00 feet perpendicular Southeasterly therefrom to the Southwesterly right-of-way line of said Interstate Highway "90";
58. Thence North  $33^{\circ}37'$  West, 175.11 feet along said right-of-way line;
59. Thence North  $19^{\circ}42'27''$  West, 166.40 feet along said right-of-way line;
60. Thence North  $33^{\circ}37''$  West along said right-of-way line to the North line of lands identified by Tax Key No. 02-0512-35262;
61. Thence West along said North line to the Southeast corner of Outlot 13 of said Assessor's Plat;
62. Thence West 545 feet more or less, along the South line of said Outlot 13 to the Southeast corner of Certified Survey No. 5046;
63. Thence North  $37^{\circ}36'20''$  West, 291.53 feet along the Northeasterly line of said Certified Survey No. 5046 and its Northwesterly extension to the Southeasterly line of Outlot 32 of said Assessor's Plat;
64. Thence Northeasterly, 60.36 feet along said Southeasterly line;
65. Thence Northwesterly 82.50 feet along the Northeasterly line of said Outlot 32;
66. Thence Southwesterly 327.19 feet along the Northwesterly line of Outlot 32 to the Northeasterly right-of-way line of Albion Road;
67. Thence North  $37^{\circ}36'20''$  West along said right-of-way line to the Northeasterly extension of the Northwesterly line of Outlot 14 of said Assessor's Plat;

68. Thence Southwesterly 205.26 feet along the Northwesterly line of said Outlot 14 and its Northeasterly extension;
69. Thence Southeasterly 252.78 feet along the Southwesterly line of said Outlot 14;
70. Thence Southwesterly along the Southwesterly extension of the Southeasterly line of said Outlot 14 to the East line of the Southeast 1/4 of Section 21;
71. Thence South along said East line to the North line of Outlot 10 of said Assessor's Plat;
72. Thence West along said North line of Outlot 10 and then the North line of Outlot 9 of said Assessor's Plat to the Northwest corner of said Outlot 9;
73. Thence South 1439 feet more or less, along the West line of said Outlot 9 and then the West line of Outlot 4 and then the North portion of the West line of Outlot 3 of said Assessor's Plat to the Northeast corner of Certified Survey No. 8163;
74. Thence North 89°43'00" West, 377.67 feet along the North line of said Certified Survey No. 8163;
75. Thence South 0°17'00" West, 48.02 feet along the West line of said Certified Survey No. 8163 to the Northeast corner of Certified Survey No. 6246;
76. Thence West, 411.00 feet along the North line of said Certified Survey No. 6246;
77. Thence South 497.00 feet along the West line of said Certified Survey No. 6246 to the North right-of-way line of Bliven Road;
78. Thence West 1138 feet more or less along said right-of-way line to the Point of Beginning.

[Utility District Area = 389 acres more or less.

Note: The above description is prepared from sited records.

CRISPELL-SNYDER, INC.  
Consulting Engineers  
June 27, 2001 (Rev. July 23, 2001)  
P.N. 01037.A]

ALSO:

Amendment to Albion Limited Service Area  
Town of Albion  
Dane County, Wisconsin

Located in part of Lot 1, Certified Survey Map No.11292, Document No. 4009308, recorded January 6, 2005 in Volume 68, pages 169 -171 in Certified Survey Maps of Dane County in the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 27, Town 5 North, Range 12 East, Town of Albion, Dane County, Wisconsin more particularly described as follows:

Commencing at southwesterly corner of said Certified Survey Map No.11292, said point also being Point of Beginning;

Thence, N 02°58'40"E, 346.79 feet more or less, along the westerly line of said Certified Survey Map No.11292, to the north line of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 27;

Thence, N 89°40'38" W, 1133.85 feet more or less, along said north line to the southwesterly right-of-way line of Albion Road;

Thence, S 39°22'00" E, 20.87 feet more or less, along the southwesterly right-of-way line of Albion Road, to the southerly line of said Certified Survey Map No.11292;

Thence, S 61°48'00" W, 454.72 feet along the said southerly line of Certified Survey Map No.11292;

Thence, S 81°53'23" W, 772.06 feet along the said southerly line of Certified Survey Map No.11292, to the Point of Beginning.

Said tract contains 268,234 sq. ft. or 6.15 acres, more or less.