INTERGOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN
THE VILLAGE OF PRAIRIE DU SAC,
THE VILLAGE OF SAUK CITY, AND
THE TOWN OF PRAIRIE DU SAC

RE: BOUNDARY AND LAND USE MATTERS

This Intergovernmental Cooperation Agreement is made and entered into this 31st day of December, 2009, by and between the Village of Prairie du Sac ("Prairie du Sac"), a municipal corporation; the Village of Sauk City ("Sauk City"), a municipal corporation; and the Town of Prairie du Sac ("Town"), a body corporate and politic, all being located within Sauk County, Wisconsin. (Prairie du Sac and Sauk City are sometimes hereinafter referred to in the singular as a "Village" or in the plural as the "Villages." The Villages and the Town are sometimes hereinafter referred to in the singular as a "Party" or in the plural as "Parties.")

W I T N E S S E T H:

WHEREAS, the Parties have a long and strong history of intergovernmental cooperation in the areas of municipal services, joint planning, extraterritorial zoning, and other matters; and

WHEREAS, the Parties, on November 16, 2005, jointly adopted the Sauk Prairie Comprehensive Plan ("Comprehensive Plan") to serve as a guide for long-range land-use decision making in the Sauk Prairie area, with the Comprehensive Plan recommending the preparation of this Agreement; and

WHEREAS, the Parties jointly appointed a Comprehensive Plan Review Committee to oversee amendments to and implementation of the Comprehensive Plan, with one implementation action requiring the Committee to provide guidance on the preparation of this Agreement; and

WHEREAS, the Parties desire to enter into a formal structure to define and make more predictable municipal boundary changes, land-use changes, community growth and preservation, extraterritorial powers, and other related matters affecting their shared municipal boundaries; and

WHEREAS, this Agreement is intended to enable the Parties to determine their respective boundaries and to guide and accomplish a coordinated, well-planned, and harmonious development of the territory described in this Agreement; and

WHEREAS, sec. 66.0301, Wis. Stats., authorizes the Parties to jointly exercise powers delegated to them and, thereby, to make certain agreements between themselves; and

WHEREAS, it is the intention of the Parties that this Agreement be a binding and enforceable contract within the meaning of Sec. 66.0301, Wis. Stats.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration moving from each Party to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. The following terms as used in this Agreement shall have the following meanings, unless a different meaning clearly appears from the context:

(a) Governing Body – shall mean the Village Board of the respective Villages or the Town Board of the Town, as the case may be.

(b) Comprehensive Plan – shall have the meaning set forth in the recitals to this Agreement and includes all modifications and amendments made thereto by agreement of the Parties during the term of this Agreement.

Additional definitions are set forth in the recitals hereto and elsewhere in this Agreement and shall have the meanings assigned thereto.

ARTICLE 2
NATURE OF THIS AGREEMENT

Section 2.1 Intergovernmental Cooperation. This Agreement is entered into pursuant to and in accordance with the provisions of Sec. 66.0301, Wis. Stats.; and it shall be liberally construed and enforced in favor of cooperative action between the Parties.

Section 2.2 Effectiveness of Agreement. Notwithstanding any provision to the contrary contained herein, this Agreement shall not become effective unless and until the Governing Body of each Party has adopted an "Authorizing Resolution," which Resolution approves of this Agreement and authorizes its execution. If such Authorizing Resolutions are not so duly adopted by the Governing Body of each Party on or before December 31, 2009, then in such event, this Agreement shall not become effective.

Section 2.3 Public Hearing. Prior to the adoption of the Authorizing Resolutions, the Parties hereto shall hold a joint public hearing on this Agreement; and each Party shall give notice of the proposed Agreement and public hearing thereon by publishing a Class 1 under Ch. 985 and by giving notice to each property owner whose property is currently located within the geographic jurisdiction of that Party and in, or immediately adjacent to, the territory whose jurisdiction will change. Such notice shall be given at least twenty (20) days before the public hearing and by means of certified mail. At the public hearing, each Party hereto shall provide proof of such publication.

Section 2.4 Publication of Agreement and Referendum. Once all of the Parties hereto have adopted the Authorizing Resolution, the Parties shall jointly publish this Agreement as a

Class 1 notice under Ch. 985 in a newspaper of general circulation within the jurisdiction of each Party. In the event a petition for referendum conforming to the requirements of Sec. 8.40, Wis. Stats., is signed by at least twenty percent (20%) of the electors residing within the territory whose jurisdiction is subject to change as a result of this Agreement is filed with the municipal clerks of each Party hereto, then in such event, there shall be a referendum of the electors for the purpose of approving of this Agreement. If no petition for referendum is filed, this Agreement shall become effective as of the expiration of the thirty (30) day period following publication of this Agreement. If a petition for referendum is so filed and a referendum held, then this Agreement shall become effective upon approval in the referendum or else it shall not take effect.

Section 2.5 Effective Date. The "Effective Date" for purposes of this Agreement shall be the later of (i) thirty (30) days following the publication of this Agreement as provided for in Section 2.4 hereof or (ii) the date of the referendum approving of this Agreement as described in Section 2.4 hereof, whichever event is applicable.

Section 2.6 Exclusivity. Once this Agreement becomes effective, no other procedure for altering a Party's boundaries may be used to alter a boundary that is affected by the terms and provisions of this Agreement, except for an annexation conducted under Sec. 281.43(1m), Wis. Stats. Once the term of this Agreement has expired, any boundary may be altered in the manner provided for by law. All boundary changes authorized or permitted pursuant to the terms and provisions of this Agreement shall be accomplished by the enactment of an ordinance by the Governing Body of the Party in question.

ARTICLE 3
PURPOSE AND GOALS

Section 3.1 Purpose. The Parties adopt this Agreement in order to implement the Comprehensive Plan and to respond to a number of growth and preservation related issues. Southern portions of Sauk County (*i.e.,* the Sauk Prairie Area) have experienced increasing growth pressure as a result of proximity to the Madison/Dane County metropolitan area, its high quality of life, its utility improvements, its local economic and educational opportunities, and other factors. Growth pressure in the Sauk Prairie Area has increased as a result of the reconstruction of U.S. Highway 12 through northwestern Dane County and may increase further as a result of a potential future bypass in the Sauk Prairie Area. The Parties wish to adopt policies designed to respond to these growth pressures in an attempt to manage such growth so that it proves to be a benefit to the Sauk Prairie Area, rather than a detriment, and that farmland and natural area preservation goals can simultaneously be achieved.

Section 3.2 Goals. The goals of this Agreement are to:

(a) Maintain and build on positive relationships between the Parties;

(b) Create greater predictability and certainty in future municipal boundary changes;

(c) Better assure orderly and planned municipal growth and land development within the Sauk Prairie Area;

(d) Promote preservation of productive farmland and natural resources;

(e) Coordinate with extraterritorial zoning ordinances and other ongoing initiatives of the Parties;

(f) Advance implementation of the Comprehensive Plan;

(g) Establish mechanisms and approaches for future joint planning endeavors; and

(h) Promote or continue to promote cost-effective provisions of municipal services.

ARTICLE 4
TERM, RENEWAL, AND WITHDRAWALS

Section 4.1 Term. The initial term of this Agreement shall commence upon the Effective Date as established in Section 2.5 above and continue for a five (5) year period of time thereafter.

Section 4.2 Automatic Renewal; Renewal and Withdrawals.

(a) Notwithstanding any provisions to the contrary contained in Section 4.1 hereof or elsewhere herein, the initial term hereof shall be automatically extended for one additional five (5) year renewal term (the "First Renewal Term"), commencing upon the expiration of the initial term. Thereafter, the term of this Agreement may be extended for one additional five (5) year renewal term (the "Second Renewal Term"); provided the following condition precedents shall have occurred:

i. Each of the Parties have adopted an Authorizing Resolution which approves of this Agreement and the Second Renewal Term, which resolutions have been so adopted not less than 60 days prior to the expiration of the First Renewal Term.

ii. The Parties have held a joint public hearing on this Agreement, in the manner set forth in Section 2.3 above.

iii. This Agreement is republished as provided for in Section 2.4, and no petition for referendum is filed as provided for therein. If a petition for referendum is so filed, this Agreement shall not renew for the Second Renewal Term unless the Parties determined to actually hold the referendum and the requisite elector approval is so obtained.

(b) Notwithstanding the provisions of Section 4.2 (a) above, any Party hereto may give written notice to the other Parties of such Party's intent to withdraw as of the end of the initial term. If such notice is so given, it shall be given at least one hundred eighty (180) days prior to the end of the initial term, and shall set forth the reasons why such Party has elected to withdraw from this Agreement. Such notice shall be given to the municipal clerks of the other Parties.

Section 4.3 Intergovernmental Planning Committee Review of Withdrawal Reasons. In the event a Party gives notice of intent to withdraw as provided for in Section 4.2(b) above, the Intergovernmental Planning Committee established in Article 5 hereof, shall meet to consider the notice and the reasons for such withdrawal. Such Committee shall make a written report to the Parties at least ninety (90) days prior to the expiration of the initial term of this Agreement relative to the continuation of this Agreement; and such report shall be given to the municipal clerks of each Party. Once such report is so received, the Party giving the notice of intent to withdraw may rescind such notice by sending a writing to that effect to the municipal clerks of the other Parties at least sixty (60) days prior to the expiration of the initial term. If such notice of rescission is given, then the subject Party cannot withdraw; and this Agreement continues in accordance with its provisions. If such rescission notice is not given, then in such event the Party giving the notice under Section 4.2 above shall withdraw effective as of the end of the initial term; and in this event, the remaining Parties may agree to terminate this Agreement at any time thereafter, without further notice.

ARTICLE 5
INTERGOVERNMENTAL PLANNING COMMITTEE

Section 5.1 Committee Creation and Composition. There is hereby created the Intergovernmental Planning Committee (the "Committee"), which shall consist of nine (9) individual members with three (3) such members being appointed by resolution duly adopted by the Governing Body of each Party. All individual members shall serve at the pleasure of the Party who appointed such members. Any change in members shall be effective upon the adoption of a resolution by the Governing Body of the Party in question providing for such change, and delivery to the other Parties of a copy of such resolution.

Section 5.2 Rules of Meeting Conduct. The Committee shall elect a Chairperson and a recording secretary who shall hold such positions for a term of one (1) year and until their successors are appointed. All meetings of the Committee shall be open meetings, subject to the Wisconsin Open Meetings Law, and shall be conducted in accordance with *Robert's Rules of Order*, the most recent edition available at the time of any such meeting. For purposes of any meeting of the Committee, a quorum of individual members is required to conduct the same; and a quorum is defined as a majority of such individual members present in person, provided there is at least one (1) representative member present that has been appointed by each Party. Although a quorum may not be present at any meeting, such members may adjourn the meeting until a quorum can be obtained. The act of a majority of the members of the Committee present at any meeting where a quorum is present is the act of the Committee. No member of the Committee may vote by proxy.

Section 5.3 Current Committees. As of the date of execution of this Agreement by the Parties, each Party has appointed three (3) individuals to serve as a member of the Committee;

and such individuals shall serve as members until they resign or are replaced as provided for herein.

Section 5.4 Power and Authority. The Committee shall have the following duties and functions:

(a) Administer this Agreement on behalf of the Parties;

(b) Identify and suggest to the Governing Bodies of each Party intergovernmental issues not adequately addressed in this Agreement;

(c) Recommend proper interpretations of the terms of this Agreement upon request;

(d) Consider, manage, and recommend to the respective Governing Bodies of the Parties changes to the Comprehensive Plan, pursuant to the procedures and criteria specified in Chapter Ten, Section C, subsection 2 of the Comprehensive Plan.

(e) Discuss and advise on joint implementation tools to carry out the recommendations of the Comprehensive Plan, as outlined in Chapter 10, Page 203, Figure 41;

(f) Engage in other joint planning or implementation efforts as the Villages and Town may endeavor to consider; and

(g) Advise the Governing Bodies of the Parties on any necessary amendments or updates to current and future joint plans, similar development-related ordinances, and this Agreement.

The Committee shall have such additional power and authority as may be conferred upon it by resolutions duly adopted by the Governing Bodies of the Parties, from time to time.

Section 5.5 Special Provisions. In addition to the general power and authority conferred in Section 5.4 above, the Committee shall:

(a) Respond to any request for information or advice made by the Governing Body of any Party or its Plan Commission or the Joint Extraterritorial Zoning Committee on planning issues associated with the Comprehensive Plan or on planning issues between the Parties or any two (2) of them, within forty-five (45) days following the date of such request.

(b) At least one hundred eighty (180) days prior to the end of the initial term or any renewal term of this Agreement, meet to review this Agreement and recommend to the Governing Bodies of the Parties any amendments that should be made to this Agreement for application in the renewal term.

(c) Prepare any report required pursuant to Section 4.3 above.

ARTICLE 6
BOUNDARY CHANGE BETWEEN THE VILLAGES

Section 6.1 Common Boundary Line. Currently the Villages share a common boundary line and desire to establish a future common boundary line in the Town which will establish areas within which each Village may subsequently annex lands in accordance with this Agreement. Accordingly, there is hereby established by and between the Villages a "Common Boundary Line" located along the centerline of Sauk Prairie Road/Oak Street, which line runs east from the intersection of Sauk Prairie Road with U.S. Highway 12 along Sauk Prairie Road and Oak Street to the terminus of Oak Street on the western bank of the Wisconsin River. Attached hereto and marked as Exhibit 1 is a copy of a map showing the Common Boundary Line so established. (The Common Boundary Line is referred to as the "Annexation Boundary

Between Villages" on the face of said Exhibit 1.) Presently, neither Village has annexed lands to the Common Boundary Line so established. The Common Boundary Line is intended to establish a boundary between the Villages that will limit annexation of lands by each of the Villages of the areas hereinafter described during the term of this Agreement.

Section 6.2 Annexations by Prairie du Sac. During the term of this Agreement, Prairie du Sac shall not annex any land within the Town located south of the Common Boundary Line established in Section 6.1 hereof, except where such action has been expressly approved in writing in advance by the Governing Body of Sauk City.

Section 6.3 Annexations by Sauk City. During the term of this Agreement, Sauk City shall not annex any land located north of the Common Boundary Line established in Section 6.1 hereof, except where such action has been expressly approved in writing in advance by the Governing Body of Prairie du Sac.

Section 6.4 Developments Contiguous to Common Boundary Line. During the term of this Agreement, in the event any real estate development shall occur on lands within any Village, which lands immediately abut the Common Boundary Line, the Villages agree as follows:

(a) At such time as an application for a land division approval and/or zoning change is submitted to the Village in question, such Village shall notify the other Village in writing and provide a copy of the application or petition. The other Village shall then have a period of thirty (30) days thereafter within which to review the application and/or petition and to provide its written comments thereon.

(b) The Village receiving the comments shall review such comments in good faith and endeavor to work with the commenting Village in order to collaborate on land use, park and recreational concerns, environmental protection, storm water management, transportation, and other issues of mutual concern; and both Villages agree that they shall be guided by the Comprehensive Plan and any other jointly-adopted plans as their guide. However, nothing contained herein shall be construed as making the other Village an "approving authority" for purposes of zoning and/or subdivision approvals.

(c) In connection with any kind of land development contiguous to the Common Boundary Line, each Village agrees to cooperate with the another on locating intersecting roads, the naming thereof, and the placement thereof, in order to comply with the recommendations of the Comprehensive Plan (including, but not limited to Map 13 thereof) and to maximize the potential for four-way intersections. Such cooperation includes minimizing private driveway access to Sauk Prairie Road. Each Village will make every reasonable effort to require dedication or conveyance of a minimum right-of-way for Sauk Prairie Road of sixty-six (66) feet wherever practicable.

(d) Any annexation of land by a Village as authorized in this Agreement shall be to the centerline of Sauk Prairie Road/Oak Street. In that regard, the road shall be a joint road of both Villages; and they shall each be responsible for one-half (1/2) of the cost of repair, maintenance, and replacement of such road as is located within their respective corporate boundaries as established from time to time.

ARTICLE 7
MUNICIPAL BOUNDARIES BETWEEN THE VILLAGES AND TOWN

Section 7.1 Description of Annexation Area. Exhibit 1 designates areas of the Town as the "15-Year Annexation Area" (the "15-Year Area") and the "5-Year Annexation Area" (the "5-Year Area"). The 15-Year Area is shown in light green on the Exhibit, and the 5-Year Area is shown in orange. Collectively, the light green and orange areas comprise the "Annexation Area" for purposes of this Agreement. That portion of the Annexation Area located north of the Common Boundary Line is subject to annexation to Prairie Du Sac, and that portion of the Annexation Area located south of the Common Boundary Line is subject to annexation to Sauk City.

Section 7.2 Prohibited Annexation. Prior to January 1, 2024 (the "Expiration Date") and provided this Agreement is in effect, neither Village may annex any lands located within the Town, which lands are not contained in the Annexation Area, except with the prior written consent of the Governing Body of the Town. The boundaries of the Annexation Area are intended to establish the outer limits of the potential boundaries of the Village, insofar as the Town is concerned, for the period of time prior to the Expiration Date or termination of this Agreement, as the case may be.

Section 7.3 Annexations Within the 5-Year Area. During the term of this Agreement, and subject to the provisions hereof, each Village may annex into its jurisdiction the lands located within the 5-Year Area, which lands are designated on Exhibit 1 as eligible for annexation to each such Village. Such annexation shall be in accordance with any procedure authorized by Wisconsin law now or hereinafter in effect.

Section 7.4 Annexation of the Balance of the Annexation Area. Although it is the expectation of the Parties that the 5-Year Area will be first annexed to the Villages prior to any annexation of the 15-Year Area , there may be circumstances that require such annexation of the portions of the 15-Year Area. Accordingly, the Villages agree that neither of them shall annex any of the lands beyond the 5-Year Area prior to January 1, 2014, except as follows:

(a) Annexations by Sauk City. Sauk City may annex lands beyond the 5-Year Area as so designated on Exhibit 1, provided the following conditions are satisfied as of the date of filing of the applicable petition for annexation, to-wit: At least fifty-percent (50%) of the land area within the 5-Year Area that has been designated for Sauk City (i) has been previously annexed to Sauk City; (ii) has been the subject of one (1) or more land divisions pursuant to the provisions of Ch. 236 of the Wisconsin Statutes, as amended; and (iii) has been improved by the installation of public infrastructure (i.e., streets, curb, gutter, sanitary sewer, public water, and storm water management facilities).

(b) Annexations by Prairie du Sac. Prairie du Sac may annex lands beyond the 5-Year Area as so designated on Exhibit 1, provided the following conditions are satisfied as of the date of filing of the applicable petition for annexation, to-wit: At least fifty-percent (50%) of the land area within the 5-Year Area that has been designated for Prairie du Sac (i) has been previously annexed to Prairie du Sac; (ii) has been the subject of one (1) or more land divisions pursuant to the provisions of Ch. 236 of the Wisconsin Statutes, as amended; and (iii) has been improved by the installation of public infrastructure (i.e., streets, curb, gutter, sanitary sewer, public water, and storm water management facilities).

(c) Approval of Committee. Any proposed annexation pursuant to Section 7.4(a) or (b) hereof shall also subject to the prior approval of the Committee in order for it to be effective.

On and after January 1, 2014, the restrictions set forth in this Section 7.4 shall expire and be of no further force or effect.

Section 7.5 Town's Approval and Restrictions. So long as lands are annexed in accordance with the provisions of this Article 7, the Town approves the same and agrees not to challenge any such annexation in any proceeding. During the term of this Agreement, the Town shall not approve of any zoning changes to the Annexation Area and will not approve of any land division as defined in Chapter 236 of the Wisconsin Statutes, as amended. Zoning changes and land division may occur only if the lands in question are annexed as provided for in this Agreement.

Section 7.6 Limitations. The Town does not waive any rights to receive the payments described in Sec. 66.0217(14), Wis. Stats., as a result of any annexation of lands within the Annexation Area if so annexed pursuant to this Article 7 or otherwise.

ARTICLE 8
MISCELLANEOUS ANNEXATION PROVISIONS

Section 8.1 Annexation Procedures. Annexations authorized pursuant to the provisions of Sections 6 and 7 hereof shall be initiated by requests of property owners and/or electors as provided for in Sec. 66.0217, Wis. Stats., as amended from time to time. Each Village agrees to follow the procedures set forth therein. The Town agrees that it will not contest or challenge any annexation by a Village provided the annexation is consistent with the terms and provisions of this Agreement.

Section 8.2 Streets and Highways. The Parties recognize that lands to be annexed within the Annexation Area may include all or portions of public roads. If the annexation does not include the entirety of the road right-of-way, but only a portion thereof, then the annexing Village and the Town (or the other Village if its boundary line is to the center of the subject road) shall negotiate in good faith a written cooperative agreement concerning road maintenance, repair, and replacement. In the event that they are unable to do so, the annexing Village and Town (or the other Village as the case may be) are each responsible for its proportionate share of the cost of such repair, maintenance, and replacement. In the event the interested Parties are unable to resolve what constitutes a "proportionate share" for purposes of the foregoing, the Committee shall determine the same; and its decision is binding upon such Parties. Where the entire road right-of-way is annexed but the annexation leaves land within the Town (or the other Village) abutting the annexed road, then in such event the annexing Village shall have the obligation to repair and maintain such road right-of-way; and the Town (or the other Village) shall have no obligation therefor, absent a written agreement to the contrary. However, the Town (or the other Village) agrees that the annexing Village may specially assess lands located within the Town (or other Village), which land abuts the public road for the cost of any public improvement associated therewith, provided such land is benefitted by the public improvement. Similarly, the Town (or other Village) consents to the annexing Village levying, from time to time, special charges against such lands pursuant to the provisions of Sec. 66.0627, Wis. Stats., to cover current services associated with the public road right-of-way.

ARTICLE 9
EXTRATERRITORIAL JURISDICTIONS OF THE VILLAGES

Section 9.1 Extraterritorial Zoning Jurisdiction. Except as provided for in Section 9.2 below, no provision of this Agreement shall be construed as prohibiting or limiting the authority

of the Villages, or any one of them or any joint committee established under Sec. 62.23(7a), Wis. Stats., to establish, maintain, and administer extraterritorial zoning jurisdictions in accordance with the provisions of applicable law. To the extent that any Village has zoning ordinances providing for extraterritorial zoning jurisdiction, such ordinances (and any intergovernmental cooperative agreement relating to such extraterritorial zoning jurisdiction) shall remain in effect, be applied and administered as set forth therein, and not affected by this Agreement, except as provided for in Sections 9.2 and 9.3 below.

Section 9.2 Restrictions on Villages' Extraterritorial Subdivision Authority and Zoning Authority. Sauk City's extraterritorial jurisdiction for purposes of land division approval and zoning approval shall not extend north of the Common Boundary Line, as established in Section 6.1. Similarly, Prairie du Sac's extraterritorial jurisdiction for land division approval and zoning approval shall not extend south of the Common Boundary Line. These restrictions shall continue for so long as this Agreement remains in effect.

Section 9.3 Extraterritorial Jurisdictions Within the Town. Schedule 9.3 depicts an area of land designated "Extraterritorial Jurisdictions Within Sauk County." Except as provided for in this Agreement, the Villages agree not to enact any zoning ordinances or subdivision ordinances having jurisdiction within any area of the Town that is located outside the area marked "Extraterritorial Jurisdiction" and shown on Exhibit 1. This Section 9.3 shall expire upon the earlier of (i) January 1, 2014, or (ii) when fifty percent (50%) or more of the land area located within the 5-Year Area has been annexed to any Village(s).

Section 9.4 Recommendations. Neither the Villages nor the Town will approve or recommend for approval any rezoning, conditional use permit, subdivision plat, certified survey map, or other land division unless it is consistent with the recommendations of the

Comprehensive Plan, as may be from time to time amended and consistent with the terms of this Agreement.

ARTICLE 10
COMPREHENSIVE PLANNING AND PLAN IMPLEMENTATION

Section 10.1 Annual Review. The Committee shall implement an annual process to review the Comprehensive Plan, and to consider and recommend amendments to the Comprehensive Plan based on the procedures and criteria specified in Chapter Ten, Section C, subsection 2 of the Comprehensive Plan.

Section 10.2 Conflicting Plans. The Villages and Town shall not prepare any substitute or competing planning document that is similar to, or is intended to serve as, the Comprehensive Plan without the prior written consent of the Governing Bodies of each Party.

Section 10.3 Renewal Updates. The Parties will participate in an update to the Comprehensive Plan, which update shall be considered for adoption by all the Parties prior to the commencement of any applicable renewal period. The planning period of such periodic Comprehensive Plan update shall not extend beyond ten (10) years from the date of adoption of such update.

Section 10.4 Implementation. On or before January 1, 2010, the Parties agree to amend their respective ordinances in order to implement the provisions of this Agreement and the recommendations of the Comprehensive Plan, unless the Parties agree in writing to a later date. The failure of a Party to so enact implementing ordinances shall constitute a breach of this Agreement entitling the other Parties to exercise the remedies provided for in Section 12.4 below.

Section 10.5 Cooperation. Each Party agrees to actively support decisions of other units of government that are consistent with the provisions of this Agreement, the Comprehensive Plan, or both, and actively oppose decisions of other units of government that are not consistent with the provisions of this Agreement, the Comprehensive Plan, or both.

ARTICLE 11
HIGHWAY 12/PF/AIRPORT AREA PLANNING

Section 11.1 Neighborhood/Economic Development Plan. On or before July 1, 2013, the Committee shall prepare a neighborhood and economic development plan for the area including and surrounding the Sauk Prairie Airport and Highway 12/PF intersection, which area is shown on Exhibit 1 hereto. Once prepared, it is the intent of the Parties to incorporate such plan into an Addendum to the Comprehensive Plan. In order to be so incorporated, each of the Governing Bodies of the Parties shall adopt resolutions approving of such Addendum. In preparing the Addendum, the following shall apply:

(a) The Highway 12/PF/Airport planning area boundaries shall extend no further than those depicted as "Highway 12/PF/Airport Planning Area" shown on Exhibit 1.

(b) The Highway 12/PF/Airport planning process shall include a public and private property owner participation component.

(c) The Highway 12/PF/Airport neighborhood/economic development plan shall include recommended directions in the following topical areas: the desirability and form of any future expansion of airport operations and/or airport boundaries; types of future land uses in and around the airport property; height and other characteristics of structures; future land uses; future road alignments, rights-of-way, access control, and intersection needs; bike and pedestrian access;

parks, recreational, and storm water management facilities; economic opportunities associated and/or compatible with the airport and/or the overall area's position and assets; agricultural and natural area preservation; and an implementation strategy.

ARTICLE 12
NO CHALLENGES TO THIS AGREEMENT; REMEDIES

Section 12.1 No Challenges. Each Party waives any and all rights each may have to commence or maintain any action or other proceeding to contest, invalidate, or otherwise challenge the validity or enforceability of this Agreement.

Section 12.2 Defense. In the event of any action by any person other than a Party challenging the validity or enforceability of this Agreement or any of its provisions, the Parties shall fully cooperate in order to vigorously preserve the Agreement. If not all of the Parties are named as a party to the said action, the other Party(ies) shall seek to intervene; and the named Party shall support such intervention. To the extent necessary, the Parties shall jointly retain counsel to represent their interests in the event of such challenge. No settlement of such an action shall be permitted without the approval of the Governing Bodies of the Parties.

Section 12.3 Breach. A Party's failure to comply with any provisions of this Agreement constitutes a breach of the Agreement.

Section 12.4 Remedies. In the event of a breach of this Agreement, any of the Parties may seek specific performance of this Agreement in addition to any other remedies available at law or in equity. The breaching Party(ies) shall pay the other Party's(ies') attorney fees reasonably incurred in seeking specific performance or other remedies for the breach.

Section 12.5 Mediation. In the event that the Parties are unable to resolve a dispute as to the construction or application of this Agreement, or if one or more Parties believe there has been a breach by one or more of the other Parties, all Parties shall participate in mediation of the dispute or the alleged breach. The mediator shall be an impartial individual chosen by the Committee. The Parties shall attempt in good faith to avoid litigation of disputes through mediation. This Section 12.5, however, does not preclude any Party from instituting litigation, if necessary, in its opinion for the protection of its interests or if mediation is not successful. In the event of any litigation following failed mediation, the prevailing Party(ies) in such litigation is entitled to recover for the adverse Party(ies) its reasonable attorney's fees and disbursements.

ARTICLE 13
AMENDMENTS AND IMPLEMENTATION

Section 13.1 Amendment. This Agreement may be amended upon the authorization of the Governing Bodies of each of the Parties and upon the recommendation of the Committee as provided for in Section 5.5(b) hereof.

Section 13.2 Further Action. The Villages and Town shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Agreement.

Section 13.3 Good Faith and Fair Dealing. The Parties acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

ARTICLE 14
INVALID OR INEFFECTIVE ORDINANCE

In the event that any ordinance, including but not limited to annexation, zoning, or subdivision ordinance, which the Parties are required or entitled to enact and/or enforce pursuant to this

Agreement is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the Committee shall promptly meet to discuss how the Parties might satisfy the intent of this Agreement by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections.

ARTICLE 15
MISCELLANEOUS INTERPRETATION

Section 15.1 Application. Any references in this Agreement to any particular agency, organization, or officials shall be interpreted as applying to any successor agency, organization, or official or to any other agency, organization, or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular plan, statute, or ordinance shall be interpreted as applying to such plan, statute, or ordinance as recreated or amended from time to time.

Section 15.2 Headings. Section and subsection titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

Section 15.3 Laws. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin.

Section 15.4 Draftsmanship. If any term, section, or other portion of this Agreement is reviewed by a court or other judicial or quasi-judicial entity, such entity shall treat this Agreement as having been jointly drafted by the Parties.

Section 15.5 Entire Agreement. The entire Agreement of the Parties is contained in this Agreement, and it supersedes any and all oral agreements or other writings among the Parties that were related to the subject matter hereof.

Section 15.6 Not Exclusive. This Agreement is not intended as the only intergovernmental agreement among three Parties, or any combination of them, nor is it intended to preclude new or amended intergovernmental agreements that are consistent with this Agreement.

ARTICLE 16
NOTICES

All notices required 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 Clerk(s) of the Party 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 Clerk by certified mail, return receipt requested (or equivalent private delivery service). 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.

IN WITNESS WHEREOF, the Parties certify that this Agreement has been duly approved by their respective Governing Bodies in accordance with state and local laws, rules, and regulations; and each has caused their duly authorized officers to execute this Agreement on the dates written before their respective signatures.

SIGNATURES ON FOLLOWING PAGES

THE VILLAGE OF PRAIRIE DU SAC
a Wisconsin Municipal Corporation

Date: December 30, 2009

By: Cheryl A Sherman
Cheryl Sherman, Village President

Date: December 30 2009

Attest: Niki Conway
Niki Conway, Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

Personally came before me this 30 day of December, 2009, Cheryl Sherman, Village President, and Niki Conway, Village Clerk, of the Village of Prairie du Sac, Wisconsin, a Wisconsin municipal corporation, to me know to be such Village President and Village Clerk of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

Rhonda Renee Raeder
Notary Public, State of Wisconsin
My Commission 12/31/10.

RHONDA R. RAEDER NOTARY PUBLIC STATE OF WISCONSIN

THE VILLAGE OF SAUK CITY
a Wisconsin Municipal Corporation

Date: Jim Anderson

By: 1-5-2010
Jim Anderson, Village President

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Date: 1-5-2010

Attest: Vicki Breunig
Vicki Breunig, Village Administrator/Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

Personally came before me this 5th day of January, 2010, Jim Anderson, Village President, and Vicki Breunig, Village Administrator/Clerk, of the Village of Sauk City, Wisconsin, a Wisconsin municipal corporation, to me know to be such Village President and Village Administrator/Clerk of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

Myra M. Balkwegg
Notary Public, State of Wisconsin
My Commission 05-01-2011.

THE TOWN OF PRAIRIE DU SAC
a Wisconsin Municipality

Date: 1-22-2010

By: Ronald Lins
Ron Lins, Town Chairperson

Date: 1-22-2010

Attest: [illegible]
Richard Nolden, Town Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

Personally came before me this 22 day of January, 2010, Ron Lins, Town Chairperson, and Richard Nolden, Town Clerk, of the Towne of Prairie du Sac, Wisconsin, a Wisconsin municipal corporation, to me know to be such Town Chairperson and Town Clerk of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

Melissa Martinson
Notary Public, State of Wisconsin
My Commission 02/03/13.

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INDEX TO ATTACHMENTS

Exhibit 1	Common Boundary Line