

# Dane County Contract Cover Sheet

Revised 01/2022

RES 440

Dept./Division	Dane County Department of Waste and Renewables		
Vendor Name	City of Madison	MUNIS #	
Brief Contract Title/Description	Ground Lease at the Yahara Hills Golf Course		
Contract Term	10/31/2042		
Contract Amount	\$1.00 per year		

Contract # Admin will assign	14746
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	John Welch	Name	City of Madison-Office of Real Estate
Phone #	608-516-4154	Phone #	
Email	welch@countyofdane.com	Email	ores@cityofmadison.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:
	Year	Org:	Obj:	Proj:

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 440
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2021

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 5/4/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Wednesday, May 4, 2022 11:13 AM  
**To:** Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14746  
**Attachments:** 14746.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 5/4/2022 11:18 AM	Approve: 5/4/2022 11:18 AM
	Gault, David	Read: 5/4/2022 11:16 AM	Approve: 5/4/2022 11:16 AM
	Patten (Purchasing), Peter		Approve: 5/4/2022 11:24 AM
	Lowndes, Daniel		
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14746  
Department: Waste & Renewables  
Vendor: City of Madison  
Contract Description: Ground Lease at the Yahara Hills Golf Course (Res 440)  
Contract Term: until 10/31/42  
Contract Amount: \$1.00/year

Thanks much,  
Michelle

*Michelle Goldade*  
Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

## Goldade, Michelle

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**From:** Lowndes, Daniel  
**Sent:** Thursday, May 5, 2022 9:48 AM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #14746

1  
2  
3 **2021 RES-440**

4 **AUTHORIZING THE PURCHASE OF LAND FOR COUNTY LANDFILL AND**  
5 **SUSTAINABILITY CAMPUS FROM THE CITY OF MADISON**

6 Dane County's Rodefild Landfill, located on US Highway 12/18 and County Highway  
7 AB, has an estimated 10 years of capacity remaining and a new location is needed for  
8 the County to continue to provide local waste management services. Dane County  
9 (County) and the City of Madison (City) have mutual interests in managing solid waste  
10 locally, which is a more environmentally sustainable and cost effective approach.

11  
12 The County and the City have negotiated the purchase of a portion of the Yahara Hills  
13 Golf Course, located directly south of the existing landfill across US Highway 12/18. This  
14 property provides approximately 232 acres of land to accommodate a Sustainability  
15 Campus which will include: a future landfill, composting operation, and a sustainable  
16 business park. The intent of the Sustainability Campus is to create opportunities for  
17 education, reuse, repair, recycling, research and other activities that will ultimately  
18 prevent or divert waste.

19  
20 The negotiated purchase price for the land is \$24,000/acre. As part of the purchase, the  
21 County and the City have agreed upon the terms of a Sustainability Campus and Landfill  
22 Development Agreement (Development Agreement) in which the parties will cooperate  
23 in the development of the landfill and the Sustainability Campus. Per the Development  
24 Agreement, the parties will work jointly in obtaining land use approvals and the permits  
25 for construction and operation of the landfill and compost site. W&R and the City will  
26 also apply for an amendment to the neighborhood development plan and full inclusion in  
27 the Central Urban Service Area to extend water and sewer to the site.

28  
29 The Development Agreement also addresses joint cooperation in identifying goals of the  
30 Sustainability Campus and developing measurable metrics that will serve as a condition  
31 for a possible future sale of additional adjacent lands to the County. The Parties have  
32 also agreed upon the terms of a revised and amended Solid Waste Agreement to  
33 address the City's use and fees at the current Rodefild Landfill and proposed landfill  
34 through 2032. The Parties have also agreed upon the terms of a Yahara Area  
35 Intergovernmental Agreement to establish cooperation and alignment between the  
36 Parties on broader development goals in the Yahara Hills neighborhood.

37  
38 As planning and permitting for the site will take time, the County will allow the City to  
39 continue operating its golf course on a portion of the property for a limited time. In order  
40 to accommodate the City's golf course needs and the County's construction plans, the  
41 County will lease back portions of the property to the City for the fee of \$1/year. The  
42 leased back portions of the property will shrink in time as construction moves forward.  
43 Additionally, the County will grant an access easement to the City to relocate its  
44 irrigation system as the golf course changes.

45  
46 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors  
47 and the Dane County Executive hereby authorize the purchase of approximately 232  
48 acres from the City for \$24,000/acre according to a survey and any miscellaneous costs  
49 associated with the transaction per Wis. Stats Chapter 27.03(3); and

50  
51 **THEREFORE, BE IT FURTHER RESOLVED** that the Dane County Executive and the  
52 Dane County Clerk are authorized to enter into the Sustainability Campus and Landfill

53 Development Agreement, Solid Waste Agreement, Yahara Area Intergovernmental  
54 Agreement, Purchase and Sale Agreement, Yahara Hills Golf Course Ground Lease,  
55 Maintenance Facility Lease, Temporary Limited Easement, and Right of First Refusal;  
56 and

57

58 **BE IT FINALLY RESOLVED**, that the Dane County Department of Waste &  
59 Renewables Director, and Real Estate Coordinator are authorized to administer the  
60 closing and the transfer of the above-mentioned property to Dane County, and the  
61 Controller is authorized to issue checks necessary to effectuate the transaction.

**GROUND LEASE**  
**YAHARA HILLS GOLF COURSE**

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This Lease (the “Lease”) is made and entered into by and between the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter, “Lessor”) and City of Madison, a Wisconsin municipal corporation (hereinafter “Lessee”).

WITNESSETH:

WHEREAS, Lessor has purchased a portion of the Yahara Hills Golf Course from Lessee, which is located at 7101 US Highway 12 & 18 in the City of Madison (hereinafter “the Property”); and

WHEREAS, Lessor intends to redevelop the Property as a Sustainable Campus, which is expected to include a new landfill, a compost site, and a sustainable business park. Lessor does not have the immediate need to use all of the Property for these purposes; and

WHEREAS, Lessee has operated a municipal golf course on the Property since 1968, and intends to continue operating the existing golf course (hereinafter “the Course”) that is partially on the Property and is more particularly described on the attached Exhibit A and depicted on the attached as Exhibit B (hereinafter referred to as the “Leased Premises”) made a part herein; and

WHEREAS, as a condition of the land sale and development of the Property, Lessor and Lessee have agreed that Lessee can continue operating 36 holes of golf on the Property through October 31, 2024, and continue operating 27 holes of golf on the Property through October 31, 2025, and 18 holes of golf on the Property through at least October 31, 2042.

NOW THEREFORE, in consideration of the above premises and covenants hereinafter expressed, the sufficiency of which is acknowledged by each party, Lessor and Lessee do agree as follows:

1. Leased Premises. The Lessor hereby demises and Leases the Leased Premises to Lessee, for Lessee’s use for the purpose of the continued operation of the Course on the Property, together with all other rights, privileges, easements, and appurtenances. The Leased Premises shall be as follows:

- a. From November 1, 2022 through October 31, 2024, the Leased Premises shall be the entire extents of the Property to operate 36 holes of golf for the Course, as depicted on Exhibit B.
- b. From November 1, 2024 through October 31, 2025, the Leased Premises shall be that portion of the Property needed by Lessee to operate 27 holes of golf for the Course, as depicted on Exhibit C.

×

- c. On or after November 1, 2025, the Leased Premises shall be that portion of the Property needed by Lessee to operate 18 holes of golf for the Course, as depicted on Exhibit D.

During the term of this Lease, the Lessor and Lessee may agree to modify the Leased Premises, provided that Lessee has at least the minimum number of holes for the Course identified herein. In addition, at its own discretion, Lessor may allow Lessee to use portions of the Property for Course purposes beyond these time limits.

2. Lease Term; Renewal. This Lease shall commence upon the later of Lessee's sale of the Property to the Lessor, or November 1, 2022. The initial term shall expire on October 31, 2032. This lease shall automatically renew for an additional 10-year term to run from November 1, 2032 through October 31, 2042. Thereafter, this Lease shall automatically renew on a year-to-year basis unless terminated by Lessor. Lessor shall give written notice of termination by July 1<sup>st</sup>, preceding the next golf season. This Lease may be terminated for any reason by Lessee.
3. Rent. In consideration of the rights granted hereunder and as part of the sale and development of the Property, Lessee shall pay Lessor annual rent of \$1.00, payable on the first business day of each year during the Lease Term.
4. Right to Construct Improvements. During the Lease Term, Lessee shall have the right to construct improvements reasonably associated with the operation of the Course, subject to Lessor approval. Lessee shall be responsible for all costs of construction. Upon Lessor request, any improvements constructed by Lessee shall be removed by Lessee at the end of the Lease Term. Lessee shall also have the right to operate, maintain, repair and store all materials, tools, consumables, equipment or other items reasonably associated with the operation of the Course.
  - a. Any and all costs related to the Lessee's irrigation system, which include relocation, removal and well drilling, are the full responsibility of the Lessee.
5. No Unauthorized Use. The Leased Premises may not be used by Lessee in any manner except as authorized in this Lease, except as authorized in writing by the Lessor.
6. Zoning. Lessor and Lessee acknowledge their understanding that continued operation of the existing golf course will be permissible on the Leased Premises.
7. Quiet Enjoyment. Lessor represents and warrants that it is the owner in fee simple of land, and that it alone has full right to lease the Leased Premises. Lessor further states that on payment of the rent and performance of the covenants and agreements herein and the Development Agreement, Lessee shall peaceably have and enjoy the Leased Premises and the rights granted herein without any hindrance, molestation or ejection by Lessor.
8. Access to Premises. Lessor and Lessor's agents shall have the right to enter upon the Leased Premises at any time with or without notice for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Lease, or the future development of the Sustainability Campus, provided that such inspection shall not unreasonably interfere with Lessee's business. To avoid conflicts with golf operations and golf customers, when possible, Lessor shall provide reasonable notice to Lessee of the need for access, and the Parties shall attempt to find a mutually agreeable time and place for access.

9. Conditions of Premises. Lessee accepts the Leased Premises in its condition on the effective date of the Lease. Lessor makes no representations or warranties concerning the Leased Premises except as expressly stated herein.

10. Maintenance. Lessee shall at its sole cost and expense keep the Leased Premises and Lessee's improvements thereon in clean and orderly condition and good repair. Should Lessee fail or neglect to keep the Leased Premises in clean and orderly condition and good repair as reasonably required to preserve and protect the general appearance and value of the Leased Premises, Lessor may enter the Leased Premises and reasonably remedy such failure or neglect, provided Lessor has given Lessee not less than thirty (30) days prior written notice of such failure or neglect, specifying in reasonable detail such items of failure or neglect, and or opportunity to cure said failure or neglect. Prior written notice is not needed in the case of an emergency.

11. Operating Expenses and Utilities. Lessee shall be responsible for payment of all operating and maintenance expenses relating to its use of the Leased Premises, including but not limited to liability insurance, utilities and related services, garbage removal, snow removal, lawn maintenance and pest control.

- a. Direct utilities related to use of the Leased Premises which may include but are not limited to gas, electric, and water shall remain in the Lessee's name during the term of the Lease and shall be the responsibility of the Lessee.
- b. Any and all utilities and special charges billed to the property which may include but are not limited to stormwater charges and urban forestry charges, shall be apportioned to each party by the percentage of square footage occupied by Lessor and by Lessee as determined by this Lease.
  - i. Upon receipt of said charges, Lessor shall calculate the amount due by each party and notify Lessee of its portion due.

12. Construction Liens. Lessee shall pay when due all claims for labor or materials furnished or alleged to have been furnished to Lessee for use on the Leased Premises, which claims are or may be secured by any construction lien against the Leased Premises or any interest therein. The Lessee shall not permit any construction lien or Leasehold mortgage, or similar, to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, by reason of work, labor, services, or materials supplied or claimed to have been supplied to the Lessee and shall remove any liens before the end of the Lease Term, as applicable. Nothing in this Lease shall be construed in any way as constituting the consent or request of Lessor to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any alteration, addition, improvement or repair to the Leased Premises or any part of the Property, nor as giving Lessee any right, power or authority to contract for or permit the rendering of services or the furnishing of materials that would give rise to the filing of a construction lien against the Leased Premises.

13. Nondiscrimination. Lessee agrees to abide by its own respective affirmative action plan and in doing so agrees not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Lessee further agrees not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on the Leased Premises because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

14. Indemnification. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities, which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.

15. Taxes and Fees. Lessor agrees to pay as they become due any taxes, fees, assessments or charges of any type, levied by an entity with authority to do so, against the Leased Premises or against any improvements, activity or Property thereon. Except that any fees or assessments charge in accordance with Course operations shall be the responsibility of the Lessee.

16. Compliance with Laws and Agreements. Lessee shall comply with all laws, regulations, ordinances, codes, orders, zoning, site approvals, and permits of all federal, state or municipal authorities having jurisdiction over the Leased Premises. Lessee shall comply with the terms of the Development Agreement for the Property. Lessee shall give prompt notice to Lessor of any notice it receives of any alleged violation with respect to the Leased Premises.

17. Conflicting Terms. Lessor and Lessee will be entering into other Agreements relating to the Property contemporaneously with this Lease. In the event of any inconsistency, conflict or ambiguity as to the rights and obligations of the parties under this Lease or the related agreements, it is the intent of the Parties that the terms of this Lease shall control and supersede any such inconsistency, conflict or ambiguity as to the subject matters contained herein.

18. No Sublet, Assignment or Renewal. There shall be no sublet, assignment or automatic renewal of this Lease without written consent of the Lessor.

19. Breach and Remedies. If Lessee fails to comply with any provision of this Lease for more than thirty (30) days following notification by Lessor of the breach, Lessor shall have the right, in addition to any other rights and remedies that the Lessor may have in law and equity, to terminate the Lease, and the exercise of a right to terminate shall be without prejudice to any other rights and remedies.

X

20. Modification. This Lease may be modified or amended only in writing executed by the duly authorized representatives of the respective parties.

21. Notices. All notices to be given under the terms of the Lease shall be signed by the person sending the same and shall be sent by certified mail, return receipt requested and postage prepaid, to the addresses of the parties specified below:

To Lessor: Dane County Department of Waste & Renewables  
Attn: Director  
1919 Alliant Energy Center Way  
Madison, WI 53713

To Lessee: City of Madison  
Attn: Manager, Office of Real Estate Services  
PO Box 2983  
Madison, WI 53701-2983

22. No Third Party Beneficiaries. This Lease is intended to be for sole benefit of the parties hereto. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits or privileges of any third party, including but not limited to employees of either party.

23. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties.

24. Controlling Law and Venue. This Lease and the performance thereof shall be governed, interpreted and construed by the laws of the State of Wisconsin and venue for any dispute shall be in the Wisconsin Circuit Court for Dane County.

25. Counterparts and Transmittal of Signatures. This Lease may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Lease. A signed copy of the Lease transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Lease may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Lease may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Lease, fully executed, shall be as valid as an original.

END OF CONDITIONS

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Lease as of the dates so indicated.

**LESSOR: DANE COUNTY**

\_\_\_\_\_  
Joseph T. Parisi  
County Executive

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

\_\_\_\_\_  
Scott McDonell  
County Clerk

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

X

**LESSEE: CITY OF MADISON**

\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael Haas, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES \_\_\_\_ - \_\_\_\_\_,  
ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 22\_\_.

## EXHIBIT A

### Legal Description

Part of the Northeast Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter, part of the Southwest Quarter of the Northeast Quarter, the Southwest Quarter of the Southeast Quarter of Section 25, part of the Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter of Section 36, all located in Township 7 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

**Beginning** at the Northeast Corner of Section 36;

thence South 00°14'45" West, along the East line of the Northeast Quarter of Section 36, 886.93 feet to the Northeast corner of Certified Survey Map 6623 recorded in Volume 32 of Certified Survey Maps on Pages 272 and 273 as Document 2311328;

thence South 70°11'29" West, along the North line of said Certified Survey Map 6623, 1,408.95 feet to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 36;

thence South 87°59'24" West, along the South line of said Northwest Quarter of the Northeast Quarter, 1,324.74 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter;

thence North 00°21'33" West, along the West line of said Northwest Quarter of the Northeast Quarter, 1,320.13 feet to the South Quarter Corner of said Section 25;

thence North 00°20'47" East, along the West line of the Southeast Quarter of said Section 25, 2,648.86 feet to the Center Quarter Corner of said Section 25;

thence North 00°20'12" East, along the West line of the Northeast Quarter of said Section 25, 436.32 feet to the Southerly right of way line of United States Highway 12 and 18 as described in the State of Wisconsin Transportation Project Plat 3080-01-26;

thence along said Southerly right of way line for the next 16 courses:

South 72°02'15" East, 445.53 feet;

South 65°27'59" East, 156.63 feet;

South 71°33' 05" East, 400.03 feet;

South 75°52'43" East, 318.21 feet;

South 72°02'15" East, 80.04 feet;

South 00°26'49" West, 95.01 feet;

North 88°14'23" East, 268.49 feet;

South 72°02'15" East, 396.29 feet;

South 69°45'02" East, 196.57 feet;

South 67°27'49" East, 179.16 feet;

South 61°23'44" East, 100.00 feet;

South 49°15'34" East, 100.00 feet;

South 37°07'25" East, 100.00 feet;

South 24°59'16" East, 100.00 feet;

South 12°57'08" East, 98.35 feet;

South 06°59'06" East, 75.62 feet to the West right of way line of County Highway AB;

thence South 00°24'10" West, along said West right of way line, 444.66 feet to the South line of the Northeast Quarter of the Southeast Quarter of Section 25;

thence North 88°09'25" East, along said South line, 33.02 feet to the East line of the Southeast Quarter of said Section 25;

thence South 00°24'10" West, along said East line, 1,319.38 feet to the **Point of Beginning**.

These described lands hereof, contain 10,074,391 square feet or 231.28 acres, more or less, and is subject to restrictions, reservations, rights of way and easements of records.

**EXHIBIT B**

Map of Leased Premises – 36 holes

Part of the Northeast Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter, part of the Southwest Quarter of the Northeast Quarter, the Southwest Quarter of the Southeast Quarter of Section 25, part of the Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter of Section 36, all located in Township 7 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

Beginning at the Northeast Corner of Section 36;  
 thence South 00°14'45" West, along the East line of the Northeast Quarter of Section 36, 886.93 feet to the Northeast corner of Certified Survey Map 6623 recorded in Volume 32 of Certified Survey Maps on Pages 272 and 273 as Document 2311328;  
 thence South 70°11'29" West, along the North line of said Certified Survey Map 6623, 1,408.95 feet to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 36;  
 thence South 87°59'24" West, along the South line of said Northwest Quarter of the Northeast Quarter, 1,324.74 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter;  
 thence North 00°21'33" West, along the West line of said Northwest Quarter of the Northeast Quarter, 1,320.13 feet to the South Quarter Corner of said Section 25;  
 thence North 00°20'47" East, along the West line of the Southeast Quarter of said Section 25, 2,648.86 feet to the Center Quarter Corner of said Section 25;  
 thence North 00°20'12" East, along the West line of the Northeast Quarter of said Section 25, 436.32 feet to the South right of way line of United States Highway 12 and 18 as described in the State of Wisconsin Transportation Project Plat 3080-01-26;  
 thence along said South right of way line for the next 16 courses:  
 South 72°02'15" East, 445.53 feet;  
 South 65°27'59" East, 156.63 feet;  
 South 71°33'05" East, 400.03 feet;  
 South 75°52'43" East, 318.21 feet;  
 South 72°02'15" East, 80.04 feet;  
 South 00°26'49" West, 95.01 feet;  
 North 88°14'23" East, 268.49 feet;  
 South 72°02'15" East, 396.29 feet;  
 South 69°45'02" East, 196.57 feet;  
 South 67°27'49" East, 176.16 feet;  
 South 61°23'44" East, 100.00 feet;  
 South 49°15'34" East, 100.00 feet;  
 South 37°07'23" East, 100.00 feet;  
 South 24°59'18" East, 100.00 feet;  
 South 12°57'08" East, 98.35 feet;  
 South 06°59'05" East, 75.62 feet to the West right of way line of County Highway AB;  
 thence South 00°24'10" West, along said West right of way line, 444.66 feet to the South line of the Northeast Quarter of the Southeast Quarter of Section 25;  
 thence North 88°09'25" East, along said South line, 33.02 feet to the East line of the Southeast Quarter of said Section 25;  
 thence South 00°24'10" West, along said East line, 1,319.38 feet to the Point of Beginning.

These described lands hereof, contain 10,074.591 square feet or 231.28 acres, more or less, and is subject to restrictions, reservations, rights of way and easements of records.

LEGEND	
■	FOUND SECTION CORNER (100.00) RECORD BEARING OR DISTANCE
—	SECTION LINE
—	QUARTER LINE
—	SIXTEENTH LINE
—	RIGHT OF WAY LINE
—	PROPERTY LINE
—	MUNICIPAL BOUNDARY
—	OWNERS PROPERTY LINE
—	UNDERGROUND WATER LINE W
—	UNDERGROUND ELECTRIC E
—	ABANDONED WATER LINE
—	ABANDONED ELECTRIC LINE
—	UNDERGROUND GAS LINE G
—	OVERHEAD ELECTRIC HO
—	UNDERGROUND TELEPHONE T
—	UNDERGROUND ELECTRIC E
—	PROPOSED WISDOT STORM
—	WATER PONDS
—	LIMITS OF WASTE

NORTHWEST CORNER SECTION 25 TO 16 FROM TRUE ANGLE CORNER AND TIES TO SECTION 25  
 N 14°15'19" E 100.00 FT  
 N 88°09'25" E 33.02 FT  
 E 100.00 FT  
 E 100.00 FT



NOTES:  
 BEARINGS FOR THIS MAP ARE REFERENCED TO THE EAST LINE OF THE LINE OF THE NORTHEAST QUARTER OF SECTION 36 MEASURED TO BEAR SOUTH 00°14'45" WEST ON THE WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE) (NAD83/2011). DISTANCES SHOWN ARE GROUND DISTANCES.

Yahara Hills Golf Course  
 Overview Map and 36 Hole  
 Lease Boundary

**AYRES**  
 Drawn: CJS Scale: 1" = 300'  
 Date: 02/09/2022 SHEET NUMBER 1 OF 1

**EXHIBIT C**

Map of Leased Premises – 27 holes

Part of the Northeast Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter, part of the Southwest Quarter of the Northeast Quarter, the Southwest Quarter of the Southeast Quarter of Section 25, part of the Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter of Section 36, all located in Township 7 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

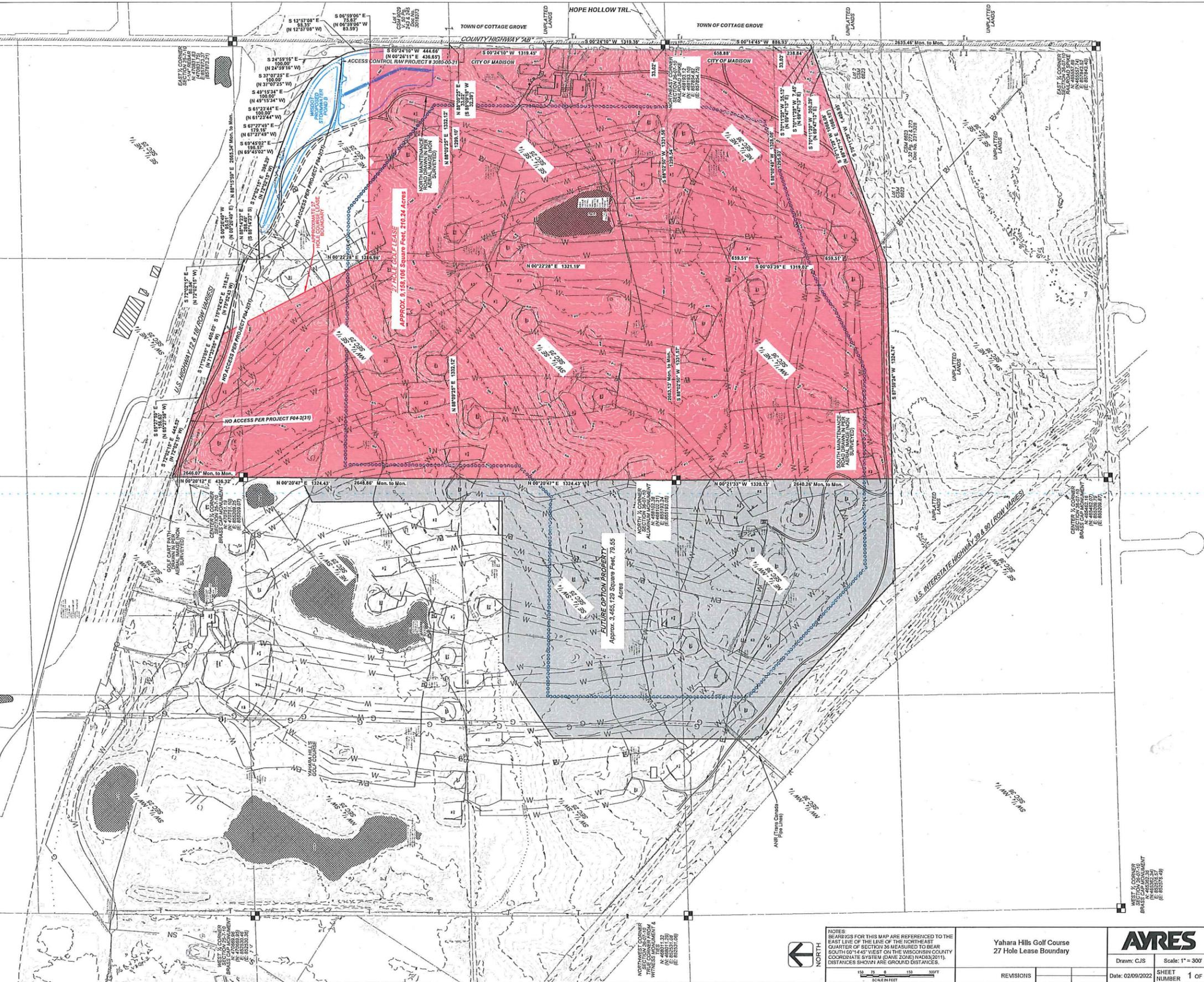
Beginning at the Northeast Corner of Section 36; thence South 00°14'45" West, along the East line of the Northeast Quarter of Section 36, 886.93 feet to the Northeast corner of Certified Survey Map 6623 recorded in Volume 32 of Certified Survey Maps on Pages 272 and 273 as Document 1311326; thence South 70°11'29" West, along the North line of said Certified Survey Map 6623, 1,408.35 feet to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 36; thence South 87°59'24" West, along the South line of said Northwest Quarter of the Northeast Quarter, 1,324.74 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter; thence North 00°21'33" West, along the West line of said Northwest Quarter of the Northeast Quarter, 1,320.13 feet to the South Quarter Corner of said Section 25; thence North 00°29'47" East, along the West line of the Southeast Quarter of said Section 25, 2,648.86 feet to the Center Quarter Corner of said Section 25; thence North 00°20'12" East, along the West line of the Northeast Quarter of said Section 25, 436.32 feet to the Southern right of way line of United States Highway 12 and 18 as described in the State of Wisconsin Transportation Project File 306941-26; thence along said Southern right of way line for the next 16 courses:  
 South 72°02'15" East, 445.53 feet;  
 South 65°27'59" East, 156.63 feet;  
 South 71°13'05" East, 400.03 feet;  
 South 75°52'43" East, 318.21 feet;  
 South 72°02'15" East, 60.04 feet;  
 South 00°28'49" West, 65.01 feet;  
 North 68°14'23" East, 268.49 feet;  
 South 72°02'15" East, 396.29 feet;  
 South 69°43'02" East, 196.57 feet;  
 South 67°27'49" East, 179.16 feet;  
 South 61°23'44" East, 100.00 feet;  
 South 49°15'34" East, 100.00 feet;  
 South 37°07'25" East, 100.00 feet;  
 South 24°59'16" East, 100.00 feet;  
 South 12°57'09" East, 58.35 feet;  
 South 06°59'05" East, 75.62 feet to the West right of way line of County Highway AB;  
 thence South 00°24'10" West, along said West right of way line, 444.66 feet to the South line of the Northeast Quarter of the Southeast Quarter of Section 25;  
 thence North 68°19'22" East, along said South line, 33.02 feet to the East line of the Southeast Quarter of said Section 25;  
 thence South 00°24'10" West, along said East line, 1,319.38 feet to the Point of Beginning.

These described lands hereof, contain 10,074.391 square feet or 231.28 acres, more or less, and is subject to restrictions, reservations, rights of way and easements of records.

LEGEND	
	FOUND SECTION CORNER
	(100.00) RECORD BEARING OR DISTANCE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	RIGHT OF WAY LINE
	PROPERTY LINE
	MUNICIPAL BOUNDARY
	OWNERS PROPERTY LINE
	UNDERGROUND WATER LINE
	UNDERGROUND ELECTRIC
	ABANDONED WATER LINE
	ABANDONED ELECTRIC LINE
	UNDERGROUND GAS LINE
	OVERHEAD ELECTRIC
	UNDERGROUND TELEPHONE
	UNDERGROUND ELECTRIC
	PROPOSED WISDOT STORM WATER PONDS
	LIMITS OF WASTE
	APPROX 27 HOLE
	GOLF LEASE BOUNDARY

NORTHWEST CORNER  
 TRALE CORNER FROM  
 WITNESS TO ADJUDICATE  
 N 47°07'27" E  
 100.00'  
 E 852524.80'

LOT 1  
 CSM 15536  
 9,683.709 SQ. FT. - 220.47 ACRES  
 EXISTING DANE  
 COUNCIL



NOTES:  
 BEARINGS FOR THIS MAP ARE REFERENCED TO THE EAST LINE OF THE LINE OF THE NORTHEAST QUARTER OF SECTION 36 MEASURED TO BEAR SOUTH 00°14'45" WEST ON THE WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE) NAD83(2011). DISTANCES SHOWN ARE GROUND DISTANCES.

Yahara Hills Golf Course  
 27 Hole Lease Boundary

REVISIONS

**AYRES**  
 Drawn: CJS Scale: 1" = 300'  
 Date: 02/09/2022 SHEET NUMBER 1 of 1

NORTHWEST CORNER  
 TRALE CORNER FROM  
 WITNESS TO ADJUDICATE  
 N 47°07'27" E  
 100.00'  
 E 852524.80'

NORTHWEST CORNER  
 TRALE CORNER FROM  
 WITNESS TO ADJUDICATE  
 N 47°07'27" E  
 100.00'  
 E 852524.80'

NORTHWEST CORNER  
 TRALE CORNER FROM  
 WITNESS TO ADJUDICATE  
 N 47°07'27" E  
 100.00'  
 E 852524.80'

**EXHIBIT D**

Map of Leased Premises – 18 holes

