

**DECLARATION OF RECIPROCAL EASEMENT AGREEMENT,
CONDITIONS, COVENANTS AND RESTRICTIONS**

RECITALS:

- A. Whereas, the County of Dane, hereinafter “County” is the Owner of lands in the City of Madison, Dane County, Wisconsin more particularly described on Exhibit A attached hereto and hereinafter the “Property”,
- B. Whereas the Property consists of Lot 1 of Certified Survey Map No. 17078, hereinafter “Lot 1”, and Lot 2 of Certified Survey Map No. 17078, hereinafter “Lot 2”, collectively the “Lots”, which are described on the attached Exhibit A and depicted on the attached Exhibit B maps, made a part herein.
- C. Whereas, the County shall develop and install roads, parking areas, utilities, stormwater management practices, buildings, and other facilities on the Property;
- D. Whereas, the City of Madison, hereinafter the “City” requires the County to establish certain covenants, conditions and restrictions under Madison General Ordinance (MGO) 28.137, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County hereby declares, covenants and agrees that the Property is subject to the terms covenants, easements, restrictions and conditions hereafter set forth, so that the Property shall be maintained and used in full compliance with and subject to this Declaration as follows:

1. Definitions.

- a. Buildings shall be defined as those portions of the Property identified as “Buildings” on Exhibit B and C, made a part herein.
- b. “Common Area” shall be defined as those portions of the Property made available for public access and identified as “Common Area” on Exhibit C, made a part herein.
- c. “Customers” shall be defined as any person, business, or municipality who is authorized to utilize services at the Sustainability Campus. Customers may be either residential customers (i.e. non-business or municipality customers) or commercial customers (i.e. business or municipalities).
- d. “Landfill” shall be defined as Lot 2 of the Sustainability Campus.
- e. “Lessees” shall be defined as any party that has entered into a valid lease with the County for land and/or business operations within the Sustainable Business Park.
- f. “Sustainable Business Park” shall be defined as Lot 1 of the Sustainability Campus that will be further divided into lots or sublots and available for long term lease and development.
- g. “Sustainability Campus” shall be defined as the “Property” as described on Exhibit A.
- h. “Utilities” shall be defined as electricity and natural gas service provided by Madison Gas & Electric, hereinafter “MG&E” and electricity service provided by Wisconsin Power & Light d/b/a Alliant Energy, hereinafter “WP&L”.
- i. “Vendors” shall be defined as a person or organization that provides goods and/or services at the Sustainability Campus.

2. Public Access.

- a. Lot 1 shall contain a proposed Office and Education Center of which, portions shall be open to general public during designated business hours. Buildings located on Lot 2 shall not have public access.
- b. Lot 2 access shall be limited to commercial Customers, Vendors, Lessees, or County staff.

2. Existing Agreements, Leases and Easements with the City of Madison.

- a. The City shall have restricted access to the Lots in accordance with certain ground and maintenance facility leases entered into between the County and the City, referred to as Dane County Contracts #14746 and #14740, and any amendments thereto.
- b. Pursuant to a Developer’s Agreement entered into and between the City and County dated June 1, 2022, Lot 1 shall be under City’s jurisdiction for stormwater management and erosion control permits. Lot 2 shall be under the County’s jurisdiction for stormwater management and erosion control.

This space is reserved for recording data

Return to:

City Engineering Division
Rm. 115, City-County Building
Madison, Wisconsin

Tax Parcel Number(s):
251/0710-254-0095-5
251/0710-254-0096-3

- c. The Sustainable Business Park shall be consistent in use with “The Dane County Sustainable Business Park Declarations of Covenants, Conditions, and Restrictions”, recorded as document number 5926406 with the Register of Deeds.
- d. Public Stormwater Management and Drainage Easement as recorded in CSM #16345 (Document #5924987 along with Correction Instrument, Document #5951202), and amended in the Partial Termination and Release of Public Easement Agreement (Document #6087338 along with Correction Instrument, Document #6094820).
- e. Stormwater Facilities, as identified on Exhibits D through F, shall be consistent with the Permanent Limited Easement for Sustainability Campus and Landfill Stormwater Infrastructure and Drainage (Document #6068042).
- f. Landfill Monitoring Structures Easement (Document #6068043).
- g. 66-foot-wide reservation for a future public street as recorded in CSM #17078 (Document #6101686).

3. Property Access.

- a. The County, its successors and/or assigns shall have unrestricted access between the Lots.
- b. Lot 1 shall contain a parking lot and interconnecting roadway designed as Common Areas on Exhibit C.
- c. Lot 1 shall contain pedestrian access from Millpond Road identified as “Pedestrian Access” on Exhibit C, made a part herein.
- d. Lessees, Customers, and Vendors of the Sustainable Business Park shall have only access to Common Areas within Lot 1 as “Common Area” shown on Exhibit C. Access to areas outside the Common Areas shall be designated in a valid lease or contract with the County or have approval by designated Dane County Waste + Renewables staff.
- e. Lessees, commercial Customers, and Vendors of Lot 2 shall have access to roads identified as “Internal Roadway” on Exhibit B and C, made a part herein.
- f. Lot 1 shall contain parking identified as “Staff Parking” on Exhibit B and C, made a part herein and shall be used by County staff or Vendors conducting business on either Lot 1 or Lot 2.

4. Utilities.

- a. Pursuant to the Territory Agreement between MG&E and WP&L (PSC Docket #5-BS-294), MG&E is to install, maintain and provide natural gas service to the Lots and electrical service to Lot 1 only; WP&L shall install, maintain and provide electrical service to Lot 2 only.
- b. Lessees shall have access to utilities in accordance with rights and conditions contained in a valid lease with the County.
- c. Lots shall contain proposed stormwater facilities identified as “Stormwater Facilities” on Exhibits D through F, made a part herein.

5. Maintenance.

- a. Maintenance necessary for Access or Stormwater Facilities shall be the responsibility of the respective Lot Owner.

6. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is filed of record with the Register of Deeds Office for Dane County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Dane County, Wisconsin, a written instrument of termination signed by the City and all of the then-Owners of the Properties.

7. Miscellaneous.

- (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to County: Dane County Dept. of Waste & Renewables
 7102 Maahic Way
 Madison, WI 53718
 Attention: Director

If to City: City Engineering Division
 Room 115, City County Building
 210 Martin Luther King Jr. Blvd.
 Madison, WI 53703-3342
 Attention: City Engineer

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.

- (d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

END OF CONDITIONS

Drafted by: County of Dane/SJ Smith
Dated this _____ day of _____, 2026.

County of Dane

By: _____
Scott McDonell, County Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

This instrument was personally acknowledged before on _____, 2026, by Scott McDonell, County Clerk of the County of Dane, who executed the foregoing Instrument on behalf of said entity.

[Seal]

Name:
Notary Public, State of Wisconsin
My Commission expires:

EXHIBIT A
Legal Description – Sustainability Campus

Sustainable Business Park Parcel

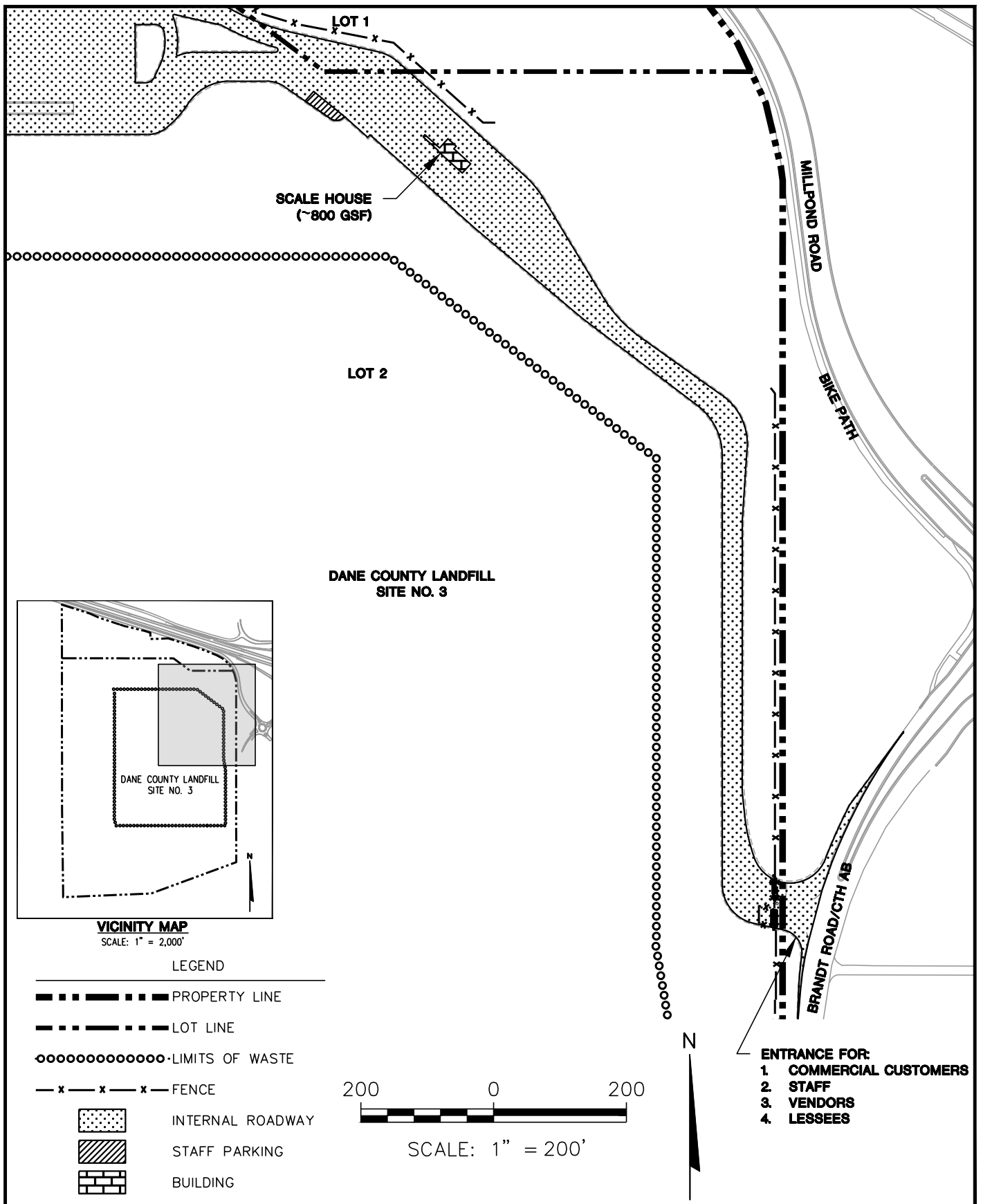
Lot 1, Dane County Certified Survey Map No. 17078, as recorded in the office of the Dane County Register of Deeds in Volume 130 of Certified Surveys, Pages 214 – 226 as Document No. 6101686, in the City of Madison, Dane County, Wisconsin.

Landfill Parcel

Lot 2, Dane County Certified Survey Map No. 17078, as recorded in the office of the Dane County Register of Deeds in Volume 130 of Certified Surveys, Pages 214 – 226 as Document No. 6101686, in the City of Madison, Dane County, Wisconsin.

EXHIBIT B

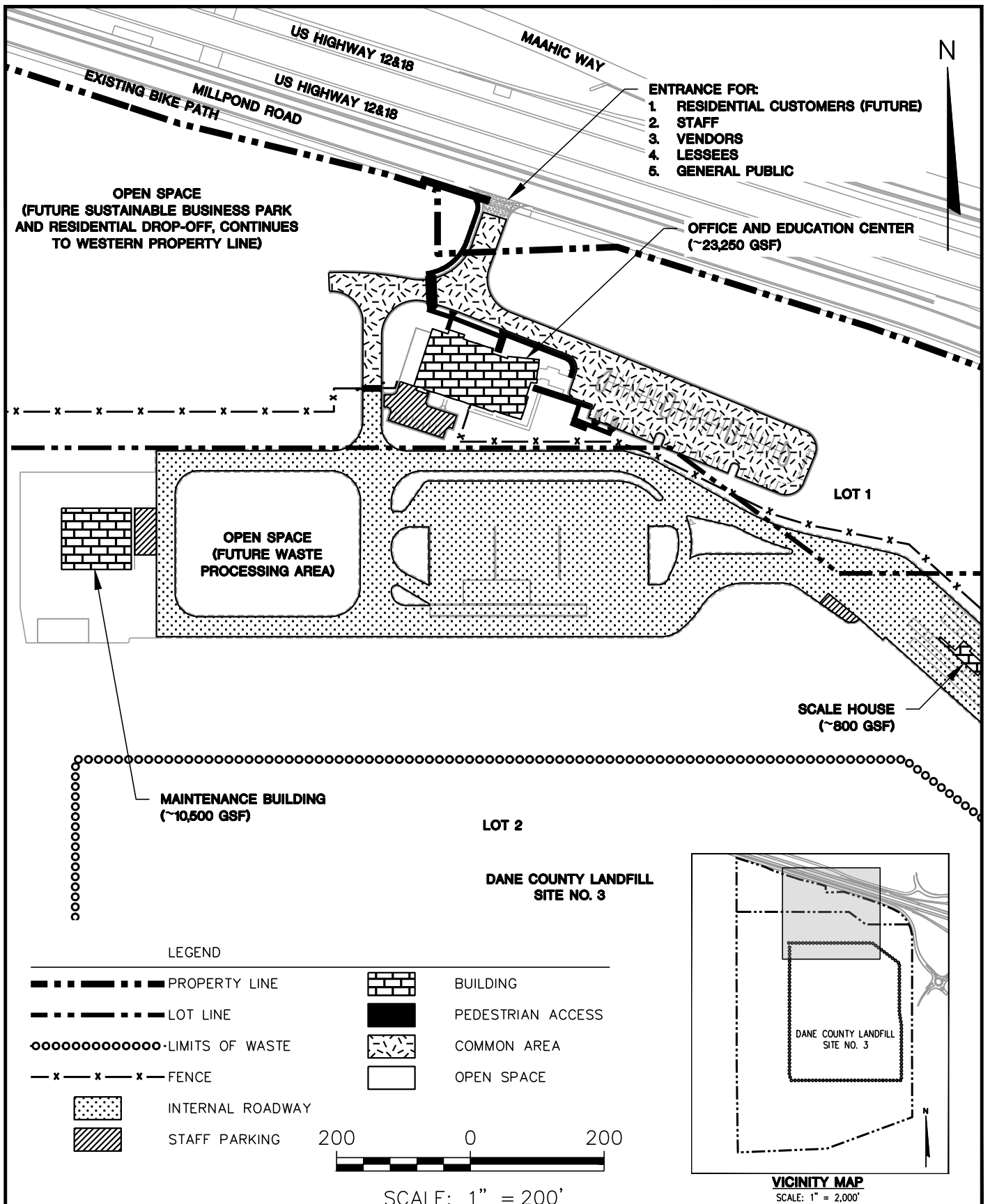
Access



CLIENT DANE COUNTY DEPARTMENT OF WASTE + RENEWABLES 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713	SITE DANE COUNTY LANDFILL SITE NO. 3 AND SUSTAINABILITY CAMPUS 4402 BRANDT ROAD MADISON, WISCONSIN	ACCESS	
PROJECT NO. 25222268.00	DRAWN BY: KP	SCS ENGINEERS 2830 DAIRY DRIVE MADISON, WI 53718-6751 PHONE: (608) 224-2830	EXHIBIT
DRAWN: 04/27/2026	CHECKED BY: BSS		B
REVISED: 04/30/2026	APPROVED BY: BSS 04/30/2026		

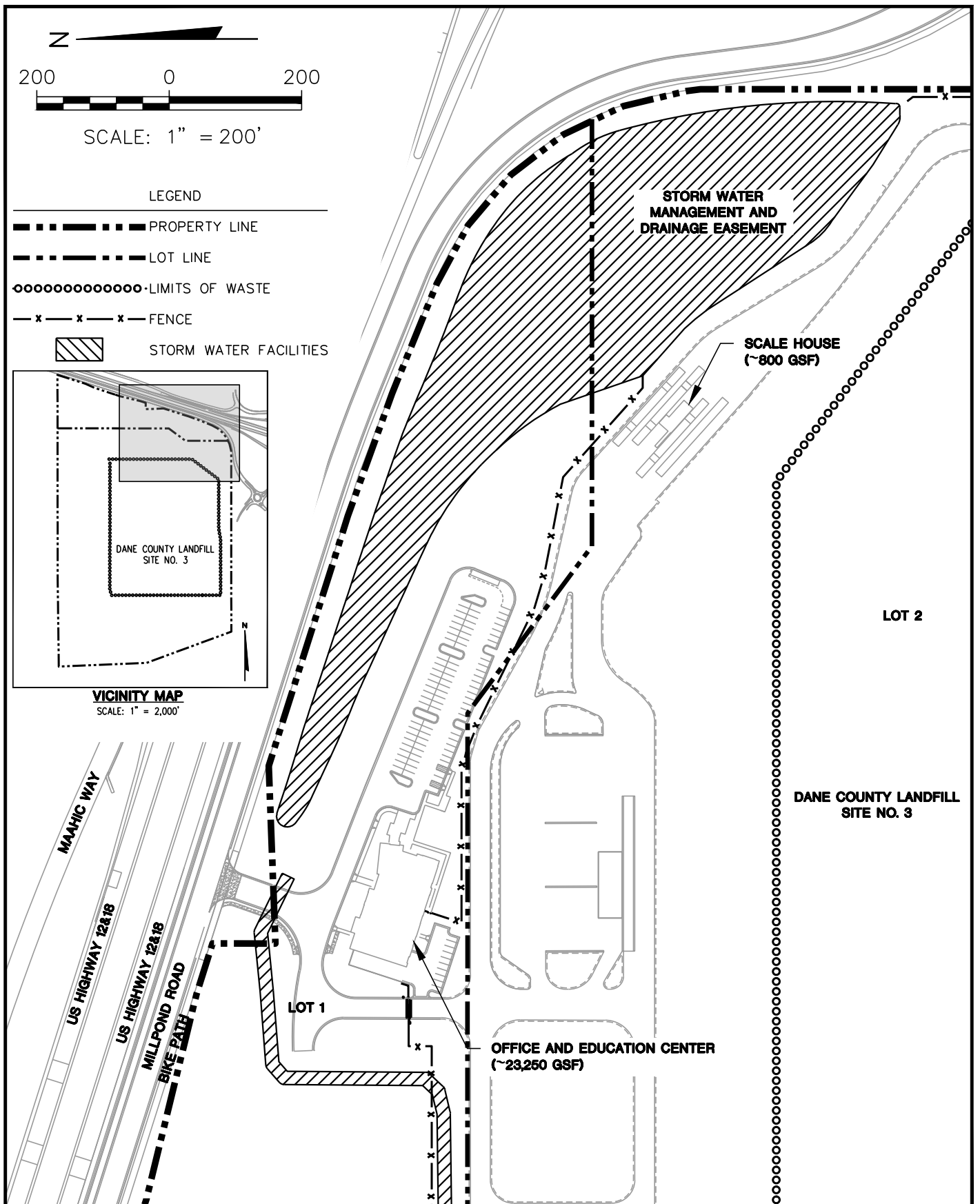
EXHIBIT C

Access



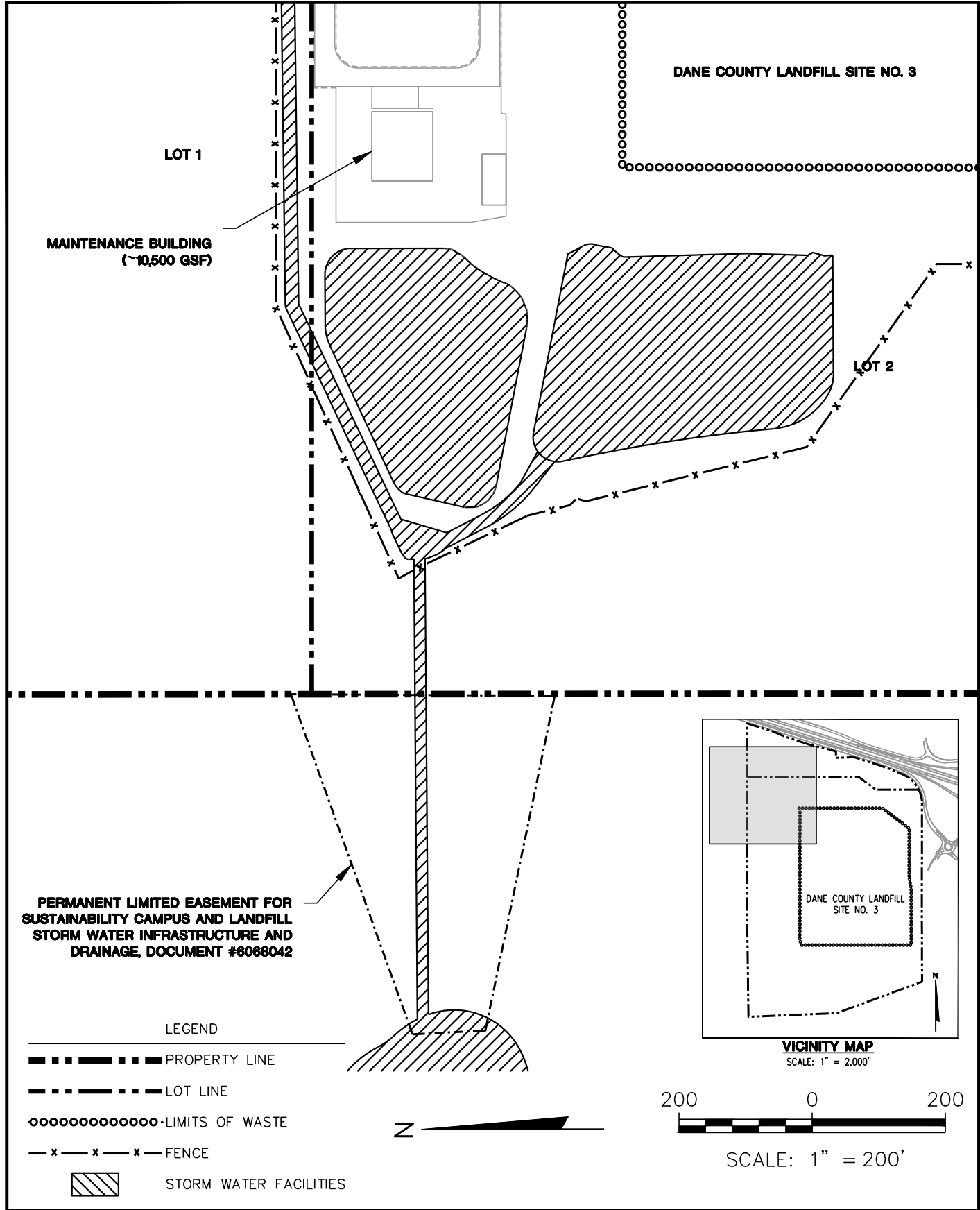
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DRAWN: 04/27/2026	CHECKED BY: BSS		C
REVISED: 04/30/2026	APPROVED BY: BSS 04/30/2026		

EXHIBIT D
Stormwater Facilities



CLIENT DANE COUNTY DEPARTMENT OF WASTE + RENEWABLES 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713	SITE DANE COUNTY LANDFILL SITE NO. 3 AND SUSTAINABILITY CAMPUS 4402 BRANDT ROAD MADISON, WISCONSIN	STORM WATER FACILITIES	
PROJECT NO. 25222268.00	DRAWN BY: KP	SCS ENGINEERS 2830 DAIRY DRIVE MADISON, WI 53718-6751 PHONE: (608) 224-2830	EXHIBIT
DRAWN: 04/27/2026	CHECKED BY: BSS		D
REVISED: 04/30/2026	APPROVED BY: BSS 04/30/2026		

EXHIBIT E
Stormwater Facilities



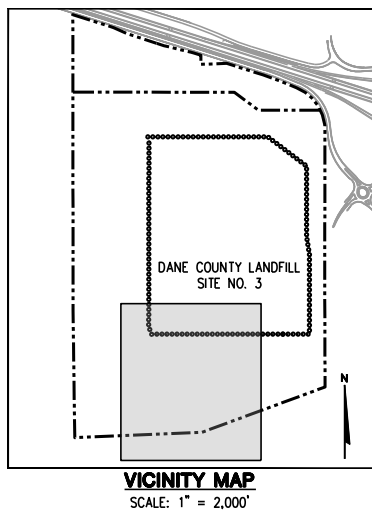
CLIENT DANE COUNTY DEPARTMENT OF WASTE + RENEWABLES 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713	SITE DANE COUNTY LANDFILL SITE NO. 3 AND SUSTAINABILITY CAMPUS 4402 BRANDT ROAD MADISON, WISCONSIN	STORM WATER FACILITIES	
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DRAWN: 04/27/2026	CHECKED BY: BSS		E
REVISED: 04/30/2026	APPROVED BY: BSS 04/30/2026		

EXHIBIT F
Stormwater Facilities

LOT 2

200 0 200

SCALE: 1" = 200'



LEGEND

STORM WATER FACILITIES

CLIENT	DANE COUNTY DEPARTMENT OF WASTE + RENEWABLES 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713		SITE	DANE COUNTY LANDFILL SITE NO. 3 AND SUSTAINABILITY CAMPUS 4402 BRANDT ROAD MADISON, WISCONSIN		STORM WATER FACILITIES		
	PROJECT NO.	25222268.00		DRAWN BY:	KP	ENGINEER	SCS ENGINEERS 2830 DAIRY DRIVE MADISON, WI 53718-6751 PHONE: (608) 224-2830	EXHIBIT
	DRAWN:	04/27/2026		CHECKED BY:	BSS			F
	REVISED:	04/30/2026		APPROVED BY:	BSS 04/30/2026			