

# Dane County Contract Cover Sheet

Revised 01/2024

Res 381  
significant

<b>Dept./Division</b>	Department of Administration - Public Works Engineering Division		
<b>Vendor Name</b>	222 SOUTH CARROLL STREET HOLDCO, LLC	<b>MUNIS #</b>	34514
<b>Brief Contract Title/Description</b>	AUTHORIZING EXECUTION OF AN EASEMENT AGREEMENT AND RECIPROCAL AIR SPACE EASEMENT AGREEMENT WITH HOLDCO LLC FOR CONSTRUCTION OF THE JAIL CONSOLIDATION PROJECT.		
<b>Contract Term</b>	3/1/2024 - 6/1/2026		
<b>Contract Amount</b>	\$265,000.00		

<b>Contract #</b> Admin will assign	15379
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input 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	
<b>Name</b>	STEVE RICHARDS	<b>Name</b>	HOLDCO, LLC
<b>Phone #</b>	608-516-8367	<b>Phone #</b>	
<b>Email</b>	RICHARDS.STEVE@COUNTYOFDANE.COM	<b>Email</b>	
<b>Purchasing Officer</b>	PETE PATTEN		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b> 318025
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b> 1380	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	\$ 265,000.00
	<b>Year</b> 2024	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	\$
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	\$

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.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	<b>Res #</b> 381
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b> 2024

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

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Draper, Todd	Digitally signed by Draper, Todd Date: 2024.03.07 12:52:50 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 3/7/24	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Thursday, March 7, 2024 2:06 PM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Gault, David  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15379  
**Attachments:** 15379.pdf

**Importance:** High

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 3/7/2024 3:03 PM	Approve: 3/7/2024 3:03 PM
	Patten (Purchasing), Peter		Approve: 3/7/2024 2:35 PM
	Gault, David	Read: 3/7/2024 2:18 PM	Approve: 3/7/2024 2:18 PM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #15379  
Department: Public Works  
Vendor: HOLDCO LLC  
Contract Description: Easement Agreement & Reciprocal Air Space Easement Agreement (Res 381)  
Contract Term: 3/1/24 – 6/1/26  
Contract Amount: \$265,000.00

### *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 currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

1  
2  
3 **2023 RES-381**

4 **AUTHORIZING EXECUTION OF AN EASEMENT AGREEMENT AND RECIPROCAL**  
5 **AIR SPACE EASEMENT AGREEMENT WITH HOLDCO LLC FOR CONSTRUCTION**  
6 **OF THE JAIL CONSOLIDATION PROJECT**

7 Dane County has entered into a contract for construction of the jail consolidation project.  
8 Construction of the project will require an easement on the property located at 112 West  
9 Wilson St. in Madison and an air space easement for a construction crane over that  
10 property and the property located at 222 South Carpenter in Madison, both parcels  
11 owned by Holdco, LLC. The easement on property located at 112 West Wilson St. will  
12 grant the county and the contractor use of the parking lot on the property for construction  
13 activities and provides for installation of a soil retention system along the western  
14 boundary of the property. The Agreement also provides that for the convenience of  
15 construction and in the interest of public safety, that the house located on that property  
16 that has three apartments not be occupied during construction of the jail. The reciprocal  
17 air space easement authorizes the tower construction crane necessary for jail  
18 construction to swing within the airspace of Holdco, LCC, and grants a reciprocal  
19 easement to Holdco, LLC should it be necessary for construction on their property in the  
20 future.

21  
22 The Easement Agreement provides for compensation to Holdco in the amount of  
23 \$265,000. The Department of Administration – Public Works Engineering Division staff  
24 finds the amount to be reasonable and necessary and recommends approval of the  
25 Easement Agreement and Reciprocal Air Space Easement Agreement.

26  
27  
28 **NOW THEREFORE BE IT RESOLVED**, that the Easement Agreement and Reciprocal  
29 Air Space Easement Agreement are hereby approved.

30  
31 **BE IT FINALLY RESOLVED**, that the County Executive and County Clerk are  
32 authorized to sign the Easement Agreement and Reciprocal Air Space Agreement.

EASEMENT AGREEMENT

AGREEMENT MADE this \_\_\_\_ day of March, 2024, by and between Dane County, Wisconsin, a Wisconsin quasi-municipal corporation ("County"), 222 South Carroll Street Holdco LLC, a Wisconsin limited liability company ("Holdco") and Carpenter Condominium Association, an unincorporated association ("Association").

## WITNESSETH:

WHEREAS, Holdco owns that real estate more fully described on Exhibit A, attached hereto and made a part hereof which is located at 222 South Carroll Street and 112 West Wilson Street in the City of Madison, Dane County, Wisconsin ("Carpenter's Property"); and

WHEREAS, Association is the association of unit owners of Carpenter Condominiums which by virtue of Wis. Stat. § 703.15 and the Declaration of Carpenter Condominiums recorded in the office of the Register of Deeds of Dane County, Wisconsin on February 23, 2000 as Document No. 3193639 ("Declaration") has the power to hold and convey interests in real property, including the power to grant easements through or over the common elements of the condominium. Holdco and Association are hereinafter together referred to as "Carpenter" to the extent of their respective rights and interests in the property subject to the Declaration; and

WHEREAS, County is currently commencing construction of a jail facility (the "Jail Facility") located on property adjacent to Carpenter's Property; and

WHEREAS, during the construction of the Jail Facility it will be necessary for the County to have certain exclusive and non-exclusive temporary limited easements over portions of Carpenter's Property as outlined on Exhibit B, attached hereto and made a part hereof (the "Easement Property"); and

WHEREAS, it is advantageous to the County and public safety for the three (3) unit house located on Carpenter's Property at 112 West Wilson Street ("House") to remain vacant during construction of the Jail Facility, and Carpenter agrees to keep the House vacant during the Easement Term (as defined below). The House has been vacant at County's request since November 1, 2023; and

WHEREAS, County is willing to compensate Carpenter for granting the Easement and keeping the House vacant pursuant to this Agreement; and

WHEREAS, the parties further desire to enter into a Reciprocal Air Space Easement Agreement over their respective properties, all as more particularly described below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Carpenter hereby gives, grants and conveys to County a temporary limited easement effective as of March 1, 2024 and expiring on the earlier of completion of construction of the Jail Facility or June 1, 2026 (the "Easement Term") over, under and upon

the Easement Property for (a) parking of passenger vehicles within the exclusive easement area, (b) equipment/material laydown within the exclusive easement area, (c) access for construction of the Jail Facility within the non-exclusive easement area, and (d) construction of a soil retention system including subterranean components along and under the westerly boundary of the Carpenter's Property adjacent to the House. County agrees that no job trailers will be located on the Easement Property and that no other use may be made of the Easement Property without the prior written consent of Carpenter. The foregoing easement is being granted for the consideration described herein, and on the terms and conditions contained in this Easement Agreement. Notwithstanding the foregoing, in the event that construction of the Jail Facility will not be completed by June 1, 2026, County may extend the Easement Term through a date no later than December 31, 2026 by providing at least ninety (90) days prior written notice to Carpenter.

2. Vacancy of House. Carpenter hereby agrees that the House shall be kept vacant and unoccupied during the Easement Term. County acknowledges that one unit within the House is currently occupied and that Carpenter will relocate such tenant as soon as reasonably practicable following the execution of this Easement Agreement. During the Easement Term, County shall not take possession of or otherwise use the House. Carpenter shall retain reasonable access to the House and Carpenter shall be responsible for any upkeep or maintenance of the House not related to or arising from construction of the Jail Facility.

3. Construction. County hereby acknowledges that it is responsible for protecting Carpenter's Property from any damage or injury resulting from, or arising out of, construction of the Jail Facility. Carpenter has expressed concern as to the method of construction and soil retention along the westerly boundary of Carpenter's Property and specifically in the area immediately to the west of the House. Dane County acknowledges its obligation to provide a soil retention method that will prevent any harm to the House and its foundation. County agrees that along the westerly boundary of Carpenter's Property, County will cause its contractor to utilize a method of construction and soil retention that will reasonably minimize any risk of harm to the House and will provide adequate support for the House. If the soil retention system used along the western boundary of Carpenter's Property requires abandonment of sacrificial subterranean components such as soil nails or anchors which do not provide permanent support for the Jail Facility or its appurtenances, Carpenter agrees the same may be abandoned in place in which case following completion of the Jail Facility, County shall have no further rights with respect thereto. To the extent disturbed in connection with construction of the Jail Facility, County shall replace the drainage swale and other improvements adjacent to the House during the Easement Term in accordance with plans and specifications reasonably acceptable to Carpenter.

4. Reciprocal Air Space Easement Agreement. On the date hereof, the parties agree to execute a Reciprocal Air Space Easement Agreement in the form set forth in Exhibit C, which Carpenter may record in the Office of the Register of Deeds of Dane County, Wisconsin.

5. Coordination; Dumpster Location. The parties agree that: (a) the Easement Property excludes the existing dumpster location, one parking space and portions of the access drive as shown on Exhibit B attached hereto; and (b) that certain portions of the drive aisle leading to the Easement Property will be used jointly by the parties during the Easement Term. During the Easement Term, the parties agree to cooperate in good faith to permit reasonable access to and from the dumpster location by tenants of Carpenter's Property and trash/recycling removal

services and to keep all entrances or exits to the apartment building located on the Carpenter's Property ("Apartment Building") open and unobstructed. By excluding certain portions of the paved area adjacent to the Apartment Building from the Easement Property, Carpenter is expressly retaining the right to utilize such area as parking/access for service vehicles and in connection with tenant move-in/move out. At the request of either party from time to time, the parties agree to meet in person to coordinate safe and efficient use of the Easement Property and remainder of the Carpenter's Property so as to avoid unreasonable disruption to both.

6. Window coverings and Roof Coverings. The parties acknowledge that County's contractor may need to provide protective covering for a portion of the roof and windows of the House. Prior to such contractor installing such coverings, Dane County shall require that the contractor obtain Carpenter's approval.

7. Compensation. In consideration of Carpenter granting the easement contained herein, Dane County agrees that, in addition to the other obligations it is undertaking hereunder, it will compensate Carpenter as follows:

- a. House and Easement Property. For use of the Easement Property and to reimburse Carpenter for legal fees and keeping the House vacant, County shall pay to Carpenter the sum of \$265,000.00 (the "Total Compensation"). The Total Compensation shall be paid in installments as follows: (i) 37% of the Total Compensation shall be paid upon execution of this Agreement; (ii) 44% of the Total Compensation shall be paid on January 1, 2025; and (iii) 19% of the Total Compensation shall be paid on January 1, 2026. In the event that County elects to extend the Easement Term beyond June 1, 2026 as set forth in Section 1 above, County shall pay to Carpenter additional compensation on a daily basis in amount determined by dividing the Total Compensation by the initial duration of the Easement Term with such additional compensation due on June 1, 2026.
- b. Loss of Rents. If Carpenter is unable to rent any apartments in the Apartment Building during the period of construction of the Jail Facility, or if Carpenter is unable to reasonably rent such apartment units at their current rates or otherwise incurs any loss of income from such apartment units because of the construction, Dane County agrees from time to time to promptly pay such amounts to Carpenter upon Carpenter's presentation to County of a statement from Carpenter (or any one of its partners) setting forth what the loss related to, the amount of the loss and a request for reimbursement of such amount. Carpenter agrees to use reasonable efforts to continue to rent apartments in the Apartment Building so as to minimize the loss of such rents.
- c. Increased Insurance Costs. If the premiums for Carpenter's insurance increase during the period of construction or during the five (5) year period thereafter, as a direct or indirect result of the construction, County shall from time to time promptly pay to Carpenter the amount of such increased

cost, upon presentation to County of a statement from Carpenter (or any one of its partners) setting forth the amount of such increased cost.

- d. Special Assessments or Charges. If any special assessments or charges are levied or assessed against Carpenter's Property resulting from or arising out of construction of the Jail Facility, County agrees to pay such assessments or charges on behalf of Carpenter as and when they become due, and County will indemnify and hold Carpenter harmless therefrom.
- e. Damage. The parties acknowledge that certain portions of the parking lot and sidewalks located on the Easement Property may be damaged during the Easement Term. To the extent that any portion of the Carpenter Property is damaged in connection with the exercise of the rights granted to County pursuant to this Agreement or such damage is otherwise caused in connection with construction of the Jail Facility, County agrees to promptly repair such damage prior to the expiration of the Easement Term in a manner and to a condition reasonably acceptable to Carpenter.

8. Insurance and Indemnification. County acknowledges that it is responsible for protecting Carpenter, its property and Carpenter's agents, employees, tenants and invitees from any damage or injury resulting from or arising out of the granting of this easement and/or the construction of the Jail Facility, except to the extent caused by the negligence or misconduct of Carpenter or its employees or agents. Dane County agrees to maintain general public liability insurance in minimum amounts of at least \$1,000,000 per person and \$1,000,000 per occurrence and \$1,000,000 property damage. County further agrees to require its contractor to obtain general public liability insurance in at least the amounts of \$10,000,000 per person, \$10,000,000 per occurrence and \$4,000,000 property damage and errors and omissions insurance in the amount of at least \$1,000,000 per occurrence with Carpenter being listed as an additional insured thereon. Certificates of all such insurance, naming Carpenter as an additional insured, shall be provided to Carpenter from time to time upon Carpenter's request. County further agrees to indemnify and hold Carpenter and its partners, agents and employees harmless from all damages, suits, causes of action, liabilities, obligations and other claims of any nature, together with all costs, expenses and disbursements (including reasonable attorneys' fees) which Carpenter or its partners, agents or employees may incur resulting from or arising out of the granting of this Easement, violation of its terms and/or construction of the Jail Facility, except to the extent caused by the negligence or misconduct of Carpenter or its employees or agents.

9. Cooperation. County agrees, on its own behalf and on behalf of its contractor, to cooperate with Carpenter throughout the construction process and the Easement Term to provide such reasonable information and timetables as Carpenter may reasonably request to keep Carpenter apprised of the status of construction.

10. Miscellaneous. The obligations of County under this Easement Agreement shall survive expiration of the Easement Term. As part of the consideration for Associates granting the easement described herein, Dane County hereby waives any right it may at any time have to assert any monetary limitation on damages based on any statute, rule or regulation, including, without limitation, Wis. Stat. § 893.80, or any successor provision, in connection with any claim which

may be brought pursuant to, relating to, or arising out of this Agreement. This Agreement shall constitute a covenant running with the land and shall bind and inure to the benefit of the parties hereto and their heirs, personal representatives, individual partners, successors and assigns. This Agreement shall automatically cease to create on behalf of County any interest in the Easement Property upon termination of the Easement Term. In the event that any provision or any part of any provision of this Agreement is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of any other provision or part hereof.

11. Approval or Acceptance Not to be Unreasonably Withheld. Wherever the terms of this Agreement provide for a party's approval or acceptance, such approval or acceptance shall not be unreasonably withheld.

[SIGNATURE PAGES FOLLOW]



222 SOUTH CARROLL STREET  
HOLDCO LLC

By: *James L. Carpenter*  
Its: Manager

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 7<sup>th</sup> day of March, 2024, the above named James L. Carpenter, to me known to be the Manager of 222 South Carroll Street Holdco LLC and the person who executed the foregoing instrument and acknowledged that they executed the same on behalf of said limited liability company by its authority.



*Lucas Roe*  
\* Lucas Roe  
Notary Public, Dane County, WI  
My commission (is)(expires):  
permanent  
\* Print or type name

CARPENTER CONDOMINIUMS  
ASSOCIATION

By: *James L. Carpenter*  
Name: James L. Carpenter  
Its: PRESIDENT

STATE OF WISCONSIN            )  
  )     ss.  
COUNTY OF DANE            )

Personally came before me this 1<sup>st</sup> day of March, 2024, the above-named James L. Carpenter, as President of Carpenter Condominiums Association, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: *Lucas R. Roe*  
Notary Public, State of Wisconsin  
My Commission (is permanent)(~~expires~~):

Lucas R. Roe



EXHIBIT A

CARPENTER'S PROPERTY

Units One (1) and Two (2), together with each unit's undivided interest in the Common Elements and the exclusive use of the Limited Common Elements appurtenant to each Unit, all in Carpenter Condominiums, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, by a Declaration recorded in the Office of the Register of Deeds for Dane County, Wisconsin, on February 23, 2000, as Document No. 3193639; said condominium being located in the City of Madison, County of Dane, State of Wisconsin.

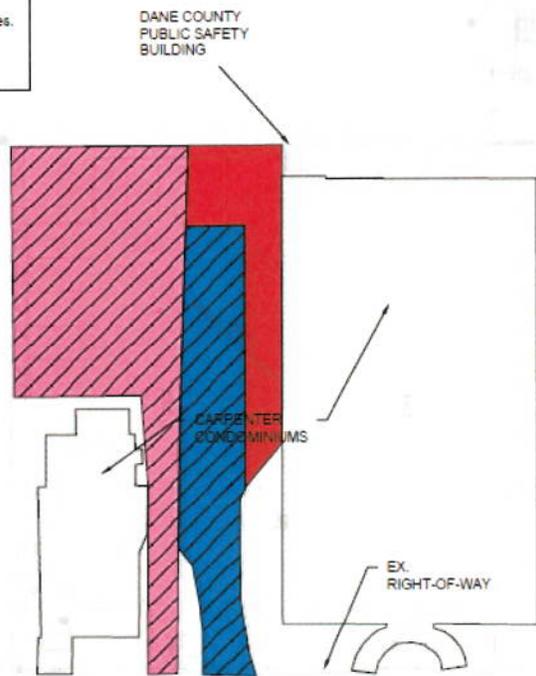
Tax Parcel Nos. 070924215027 and 070924215019

# EXHIBIT B

## EASEMENT PROPERTY

**KEY**

	Reserved for use by Dane County and Contractor
	Reserved for mutual use by both Parties.
	Reserved for use by Carpenters, property Owner



WEST WILSON STREET

SOUTH CARROLL STREET

**RECIPROCAL AIRSPACE EASEMENT  
AGREEMENT**

Re: Property described on Exhibits A and B

Drafted by and Return to:

Tax Parcel Nos.: See Exhibits A and B

THIS RECIPROCAL AIRSPACE EASEMENT AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between 222 South Carroll Holdco LLC, a Wisconsin limited liability company ("Holdco"), Carpenter Condominium Association, an unincorporated association ("Association") and Dane County, a Wisconsin quasi-municipal corporation ("County").

## RECITALS

A. Holdco is the owner of certain real property located in the City of Madison, Dane County, Wisconsin, as described on the attached Exhibit A ("Carpenter Property"). Association is the association of unit owners of Carpenter Condominiums which by virtue of Wis. Stat. § 703.15 and the Declaration of Carpenter Condominiums recorded in the office of the Register of Deeds of Dane County, Wisconsin on February 23, 2000 as Document No. 3193639 ("Declaration") has the power to hold and convey interests in real property, including the power to grant easements through or over the common elements of the condominium. Holdco and Association are hereinafter together referred to as "Carpenter" to the extent of their respective rights and interests in property subject to the Declaration.

B. County is the owner of certain real property located in the City of Madison, Dane County, Wisconsin, as described on the attached Exhibit B ("County Property").

C. The properties described on Exhibits A and B are referred to individually as a "Property" and collectively as the "Properties."

D. Carpenter and County (individually a "Party" and collectively the "Parties") desire to grant each other reciprocal airspace easement rights over their respective Properties pursuant to the terms of this Agreement.

## AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions. As used in this Agreement, each Party that desires to construct improvements on its Property is referred to as an "Owner," all Parties other than Owner are referred to as "Neighbors," the Property owned by the Owner is referred to as the "Owner's Property," and the property owned by the Neighbors is collectively referred to as the "Neighbors' Property."

2. Grant of Easement. Each Owner shall have a nonexclusive airspace easement over the Neighbors' Property and any improvements now or in the future constructed thereon to allow for the passage of a construction crane, mobile crane or other lifting device over the Neighbors' Property for the purpose of the

construction, maintenance or repair of improvements on the Owner's Property. The foregoing easement is intended to permit a crane, mobile crane or other lifting device to swing within the airspace of the Neighbors' Property provided, however, that no materials or equipment may be lifted by such crane, mobile crane, or other lifting device over a building on the Neighbors' Property, without Neighbors' prior written consent.

3. Simultaneous Construction. If two or more Parties desire to simultaneously construct improvements on their respective properties, then the Parties shall cooperate with each other in good faith during any simultaneous construction to minimize interference, costs and delays to each other's projects.

4. Insurance and Indemnification. Each Owner acknowledges that it is responsible for protecting each Neighbor, each Neighbor's property and each Neighbor's agents, employees, tenants and invitees from any damage or injury resulting from or arising out of the use of the easement rights granted herein except to the extent of the Neighbor's or its agents, employees, tenants, or invitees negligence or misconduct. While utilizing the easement rights granted herein, each Owner agrees to maintain general public liability insurance in minimum amounts of at least \$1,000,000 per person and \$1,000,000 per occurrence and \$1,000,000 property damage. While utilizing its easement rights granted herein, each Owner further agrees to require its contractor to obtain general public liability insurance in at least the amounts of \$10,000,000 per person, \$10,000,000 per occurrence and \$4,000,000 property damage and errors and omissions insurance in the amount of at least \$1,000,000 per occurrence with the Neighbor being listed as an additional insured thereon. Certificates of all such insurance shall be provided from time to time upon request. Each Owner further agrees to indemnify and hold each Neighbor and its agents and employees harmless from all damages, suits, causes of action, liabilities, obligations and other claims of any nature, together with all costs, expenses and disbursements (including reasonable attorneys' fees) which the Neighbor or its agents or employees may incur resulting from or arising out of the use of the easement granted herein, except to the extent of the Neighbor's or its agents or employees negligence or misconduct. As part of the consideration for granting this Agreement, Dane County hereby waives any right it may have at any time to assert any monetary limitation on damages based on any statute, rule or regulation, including, without limitation, Wis. Stat. § 893.80, or any successor provision, in connection with any claim which may be brought pursuant to, relating to, or arising out of this Agreement.

5. Miscellaneous. This Agreement constitutes the entire Agreement by and between the Parties relating to airspace easements over each other's Properties. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall run with the land. All references to "Owner," "Party," and "Neighbor" shall include the successors and assigns of the Parties hereto. The airspace easements granted hereby are easements appurtenant, shall benefit and burden the Properties described herein, and may not be separated from title to the Properties described herein. Nothing in this Agreement limits or

precludes construction or vertical expansion of any improvements or appurtenances by any Party on such Party's Property. The airspace easement rights granted in this Agreement are only over the airspace that exists at such times during which the Owner is exercising such rights. This Agreement and any amendments thereto shall be construed in accordance with and governed by the laws of the State of Wisconsin.

[SIGNATURE PAGES FOLLOW]

**COUNTY:**

DANE COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WISCONSIN )

)

ss.

COUNTY OF DANE )

)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above-named \_\_\_\_\_, as \_\_\_\_\_ of Dane County, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: \_\_\_\_\_

Notary Public, State of Wisconsin

My Commission (is permanent)(expires):

\_\_\_\_\_

**ASSOCIATION:**

CARPENTER CONDOMINIUMS  
ASSOCIATION

By: *James L. Carpenter*  
Name: James L. Carpenter  
Its: PRESIDENT

STATE OF WISCONSIN                    )  
  )     ss.  
COUNTY OF DANE                    )

Personally came before me this 7<sup>th</sup> day of March, 2024, the above-named James L. Carpenter, as President of Carpenter Condominiums Association, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: *Lucas Roe*  
Notary Public, State of Wisconsin  
My Commission (is permanent)(~~expires~~):  
Lucas Roe





EXHIBIT A

CARPENTER PROPERTY

Units One (1) and Two (2), together with each unit's undivided interest in the Common Elements and the exclusive use of the Limited Common Elements appurtenant to each Unit, all in Carpenter Condominiums, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, by a Declaration recorded in the Office of the Register of Deeds for Dane County, Wisconsin, on February 23, 2000, as Document No. 3193639; said condominium being located in the City of Madison, County of Dane, State of Wisconsin.

Tax Parcel Nos. 070924215027 and 070924215019

EXHIBIT B

COUNTY PROPERTY

Lot One (1) of Certified Survey Map No. 15409 recorded in the office of the Register of Deeds for Dane County, Wisconsin on May 27, 2020, in Volume 110, Pages 260 to 263 as Document No. 5593589, in the City of Madison, Dane County, Wisconsin.

Tax Parcel No. 251/0709-242-1019-2