

Document Number

Document Title

**MONITORING STATION
EASEMENT**

THIS MONITORING STATION EASEMENT (hereinafter referred to as “Easement”) is made by and between Madison Gas and Electric Company (hereinafter referred to as “MGE”), and the County of Dane (hereinafter referred to as “County”) (MGE and County individually a “Party” or collectively “Parties”).

RECITALS

WHEREAS, MGE and County desire to enter into this agreement to allow the County to collect and monitor data in order to fulfill the County’s requirement to monitor and regulate emissions from its landfill under s. 289 Wis. Stats., and Chapter NR 507, Wis. Adm. Code (Monitoring Activities”), which landfill is located in in the Northeast 1/4 of Section 31, Township 8 North, Range 10 East in the City of Madison, Dane County, Wisconsin, and further described as Outlot 9 of the Second Addition to Truax Airpark West (“County Landfill Property”);

WHEREAS, MGE owns land adjacent to the County Landfill Property hereinafter referred to as “MGE Premises” and more particularly described as follows:

Part of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 8 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of said Section 31; thence North 89° 39' 19" West along the South line of the Northeast 1/4 of said Section 31, 1314.35 feet to the point of beginning of this description; thence South 00° 10' 31" East, 662.57 feet; thence North 89° 39' 19" West, 579.60 feet to the Northeasterly right-of-way of the 'Packers Avenue-Aberg Avenue' interchange; thence Northwesterly along a curve to the right, which is also the said Northeasterly right-of-way, which has a radius of 1896.86 feet and a chord which bears North 27° 02' 12" West, 1240.19 feet; thence continuing along said Northeasterly right- of-way North 07° 57' 45" West, 235.43 feet; thence South 89° 30' 12" East, 1175.89 feet; thence South 00° 09' 55" West., 668.55 feel to the point of beginning.

WHEREAS, the County desires to install and maintain monitoring stations, consisting of five (5) groundwater monitoring wells and two (2) gas monitoring probes (hereinafter “Monitoring Wells”), on a portion of MGE’s Premises in order to collect said landfill monitoring data;

WHEREAS, the County requests this Easement in order to collect groundwater and gas data by constructing, installing, operating and maintaining, removing and replacing monitoring stations consisting of wells and probes on a portion of MGE’s Premises more particularly described on Exhibits A and B, and hereinafter referred to as the “County Easement Area.”

Recording Area

Return:

Madison Gas and Electric
Attn: G. Murray
PO Box 1231
Madison, WI 53701-1231

Parcel Identification Number (PIN):

251/0810-314-0097-2

NOW, THEREFORE, in consideration of the above recitals and the rights granted and obligations incurred herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. MGE and County confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. Grant of Rights by MGE to County.
 - a. MGE grants and conveys to the County this non-exclusive Easement for the construction, installation, operation, sampling, maintenance, repair, replacement and removal of Monitoring Wells drilled and/or placed upon, over and in the County Easement Area, along with i) the ability to perform duties reasonably related to DNR required groundwater and soil vapor sampling, and ii) reasonable rights of access on and across the County Easement Area necessary to exercise the foregoing rights.
 - b. Notwithstanding the rights granted in paragraph 2.a. above:
 - i. MGE reserves the right to use and occupy the County Easement Area in a manner consistent with the rights herein conveyed, provided that such use and occupancy shall not unreasonably interfere with the County's Monitoring Wells or related Monitoring Activities.
 - ii. The parties agree that MGE's reservation of rights in the preceding sentence include the right of MGE to construct buildings, laydown areas, driveways and otherwise improve the County Easement Area. MGE further reserves the right to determine the specific location of Monitoring Wells within the County Easement Area to accommodate MGE's continued use of the County Easement Area, including the right to require the County to move or relocate its Monitoring Wells to any other location within the County Easement Area at its cost following the County's construction and installation of any Monitoring Wells.
 - iii. MGE further reserves the right to require the County to modify its Monitoring Wells at County's cost, including but not limited to requiring the Monitoring Wells be modified from stickup construction to flush-mount construction.
 - iv. MGE further reserves the right to take its own samples from any of the Monitoring Wells for its own use and analysis; provided, however, that A) MGE gives County at least five (5) days' advance notice prior to taking any such samples, and B) that MGE promptly share with County all information and data gained from such sampling activities upon request of County.
 - v. This Easement shall be non-exclusive and MGE may use the County Easement Area and shall have the right to lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance of the County Easement Area shall not interfere with the County's rights.
 - c. County shall maintain the County Easement Area in a decent, sanitary, and safe condition during construction, repair, maintenance, removal and replacement of the Monitoring Wells, and at no time shall the County allow its work to cause a hazard or unsafe conditions. All County construction shall be performed and completed in a good and workmanlike manner. County shall be solely responsible for all maintenance, repair and replacement of the Monitoring Wells. County shall be solely responsible for any and all damage to MGE landscaping, MGE property improvements or MGE personal property on the MGE Premises arising from County's performance of any County work or County's exercise of County's rights under this Easement.
 - d. During the course of County's construction of the Monitoring Wells in the County Easement Area or otherwise exercising any of its rights or obligations in this Easement, if County or its contractor encounter, unearth, excavate or expose any contaminated soil or other pollutants on MGE's Premises, then County shall be fully and solely responsible for any and all costs associated with the proper

reporting, removal, transportation, testing, treatment, disposal, monitoring, reclamation, capping or other response costs associated with such exposed contaminated soil or other pollutants.

- e. County is responsible for the cost of relocation or alteration of any existing utility lines located within the County Easement Area and for any and all damages, costs or liabilities caused by the County that result from any damage to any existing utilities within the County Easement Area.
 - f. The County shall obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations and ordinances affecting the design, materials or performance of exercising any and all rights granted by this Easement.
 - g. The County may abandon, remove, fill and/or plug according to federal, state and local regulations, at its own expense and shall properly abandon the monitoring stations and restore the MGE Premises to pre-existing conditions prior to installation of the Monitoring Wells. The County shall promptly remove or abandon any of its unused or inoperable wells or probes in the County Easement Area.
3. **Term and Termination.** Upon removal and proper abandonment of the Monitoring Wells under 2.g., above, this initial Easement term shall terminate five (5) years from the date of execution of this Easement. The Easement shall thereafter automatically be extended for successive one (1) year terms unless either party provides the other with written notice of their intention to terminate the Easement at least one hundred twenty (120) days' before the end of the Easement term. County further agrees that upon such termination, County shall execute any and all documents which may be deemed reasonably necessary by MGE to permanently release this Easement from the MGE Premises, including providing reasonable cooperation with the recording of any such necessary documents. The parties agree that each shall use good faith efforts to consider and discuss the extensions of this Easement, which discussions may include potential relocation and remapping of the County Easement Area or Monitoring Wells, potential change in the number or kind of Monitoring Wells, or potential relocation of access routes to Monitoring Wells, all as may be necessary to accommodate MGE's future use, improvement or subdivision of the MGE Premises.
 4. **Sharing of Monitoring Data.** County shall promptly share with MGE all information and data gained from the County's Monitoring Activities upon request of the MGE. County further agrees to promptly provide MGE with any and all historical data and information from all other monitoring wells and gas probes that it has maintained on the MGE Premises upon the request of MGE.
 5. **Vegetation Management.**
 - a. County may cut, trim and remove any brush, trees, logs, stumps or branches within the County Easement Area which by reason of their proximity may interfere with the installation, repair, maintenance, operation, removal and replacement of the Monitoring Wells. County's representative (employee or contractor) will communicate in writing any planned vegetation maintenance or removal activities with MGE 30 days prior to such vegetation work commencing. The County may commence said work unless the MGE informs the County not to proceed five (5) working days prior to commencing work. Accepted arborist pruning/removal and equipment practices must be adhered to and all waste debris, stumps and slash must be removed and disposed of by the County off site before project completion in accordance with all applicable federal, state and local statutes, rules, regulations and ordinances. When the removal of a tree is permitted, the stump shall be cut flush with the ground. All trees having a commercial value, including firewood, shall be cut in 100 inch lengths and piled conveniently by the County, for disposal, by sale or otherwise, by MGE.

- b. Use of pesticides and herbicides shall only be allowed with the prior written approval of MGE which shall not be unreasonably withheld, delayed or denied. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>, or any successor or similar list. County shall report to the MGE prior to December 1 of each year in which chemicals are applied, the chemicals that are applied on the County Easement Area including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.
6. Notice of Entry. Except for emergencies, routine maintenance and repairs, and normal utilization of the Monitoring Wells, County shall give MGE at least thirty (30) days written notice before entering upon the County Easement Area for construction purposes or for the purpose of performing significant maintenance, repair, alteration or removal of the Monitoring Wells.
7. Signage. Any and all permanent signage placed by the County shall have prior written approval from MGE.
8. County Landfill Environmental Obligations. County agrees and acknowledges that a landfill exists on the County Landfill Property, and that a portion of such landfill may exist or may have existed within the MGE Premises ("Landfill"). County further agrees and acknowledges that it is being required to monitor methane and other Hazardous Materials that may be leaching from or migrating off of its Landfill onto or further into the MGE Premises. County agrees to hold harmless MGE, its officers, agents and employees for, from, and against all actions, suits, judgments, claims, proceedings, orders, losses, liabilities, damages, penalties, fines, costs, and expenses (whether initiated or sought by DNR or any other governmental authorities or private parties), including, without limitation, all costs of investigations, monitoring, clean-up, remediation, removal, restoration, response costs, court costs and fees, and out-of-pocket expenses of attorneys and expert witnesses of any kind or nature whatsoever, which may, at any time or from time to time, be imposed upon, incurred by, or asserted or awarded against, MGE, by reason of, or arising from or out of the migration or the release of Hazardous Materials from the Landfill onto, into, under, through or within the MGE Premises, or any other Landfill pollution of, or otherwise affecting the MGE Premises. For purposes of this paragraph "Hazardous Materials" means any substance, chemical, material, or waste now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "regulated substance", "contaminant," or "pollutant" (or words of similar import) within the meaning of or regulated or addressed under any current or future local, state or federal laws, ordinances, regulations, standards, requirements, policies, administrative rulings, court judgments and decrees, relating to pollution or protection of human health, wildlife, natural resources, or the environment. This paragraph shall survive the termination or expiration of the Easement.
9. Other Provisions.
 - a. This Easement shall be binding on MGE and County, their successors and assigns. This Easement is limited to the County, its successors and or assigns and is not transferrable to any other third party, except after prior written notification to MGE. The County will not have the right to allow additional co-location in the Easement.
 - b. County agrees to hold harmless MGE, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Easement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the County. This paragraph shall survive the

termination or expiration of the Easement.

- c. All notices or other writings this Easement requires to be given, or which may be given, to either Party by the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, prepaid and addressed as follows:

To the MGE: Madison Gas and Electric Company
 Attn: Tim Bliefernicht
 PO Box 1231
 Madison, WI 53701-1231

To the County: Dane County Department of Waste and Renewables
 1919 Alliant Energy Center Way
 Madison, WI 53713

The address to which any notice, demand, or other writing may be given, made or sent to any Party as above provided may be changed by written notice given by such Party as above provided.

- d. This Easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
- e. This Easement sets forth the entire understanding of the Parties and may not be changed except by a written document executed and acknowledged by MGE and the County.
- f. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- g. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
- h. Any amendments to this Easement shall be in writing and as agreed by both parties.

IN WITNESS WHEREOF, the County hereby accepts and consents to the terms and conditions of this Easement this ____ day _____, 20____.

County of Dane

By _____ (SEAL)
Joseph T. Parisi, County Executive

State of Wisconsin)
) ss.
County of _____)

Personally came before me this _____ day of _____, 20____, the above named, Joseph T. Parisi, to me known to be the person who executed the foregoing instrument and acknowledged that they executed and delivered the same as for the act and deed of said County of Dane.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

IN WITNESS WHEREOF, the County hereby accepts and consents to the terms and conditions of this Easement this ____ day _____, 20____.

County of Dane

By _____ (SEAL)
Scott McDonell, County Clerk

State of Wisconsin)
) ss.
County of _____)

Personally came before me this _____ day of _____, 20____, the above named, Scott McDonell, to me known to be the person who executed the foregoing instrument and acknowledged that they executed and delivered the same as for the act and deed of said County of Dane.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

EXHIBIT "A"

Legal Description Of County Easement Area

The County Easement Area includes that portion of the MGE Premises more particularly described as follows:

Located in part of the Northeast Quarter and part of the Southeast Quarter of Section 31, Township 08 North, Range 10 East, City of Madison, Dane County, Wisconsin, being an ingress/egress and monitoring well easement more particularly described as follows:

Commencing at the South Quarter corner of said Section 31; thence, along the West line of the Southeast Quarter of said Section 31, North 00 degrees 19 minutes 38 seconds East, a distance of 2134.14 feet; thence, North 90 degrees 00 minutes 00 seconds East a distance of 612.00 feet to the Easterly Right-of-Way (ROW) line of Aberg Avenue, also being the Point of Beginning (POB);

thence, along a curve to the right whose long chord bears North 23 degrees 55 minutes 38 seconds West having a radius of 1897.00 feet and a long chord length of 1067.13, a distance of 1081.72 feet;
thence North 06 degrees 08 minutes 14 seconds West, a distance of 236.23 feet;
thence, South 89 degrees 03 minutes 43 seconds East, a distance of 1171.04 feet;
thence, South 00 degrees 38 minutes 26 seconds West, a distance of 60.00 feet;
thence, North 89 degrees 03 minutes 43 seconds West, a distance of 1083.27 feet;
thence, parallel to the Easterly ROW line of said Aberg Avenue, South 06 degrees 08 minutes 14 seconds East, a distance of 164.80 feet, to the beginning of a curve to the left;
thence, continuing parallel to the Easterly ROW line of said Aberg Avenue, along a curve to the left whose long chord bears South 23 degrees 56 minutes 35 seconds East having a radius of 1817.00 feet and a long chord length of 1021.16, a distance of 1035.10 feet;
thence, South 49 degrees 44 minutes 13 seconds West, a distance of 80.00 feet to the Easterly ROW line of said Aberg Avenue and the POB.

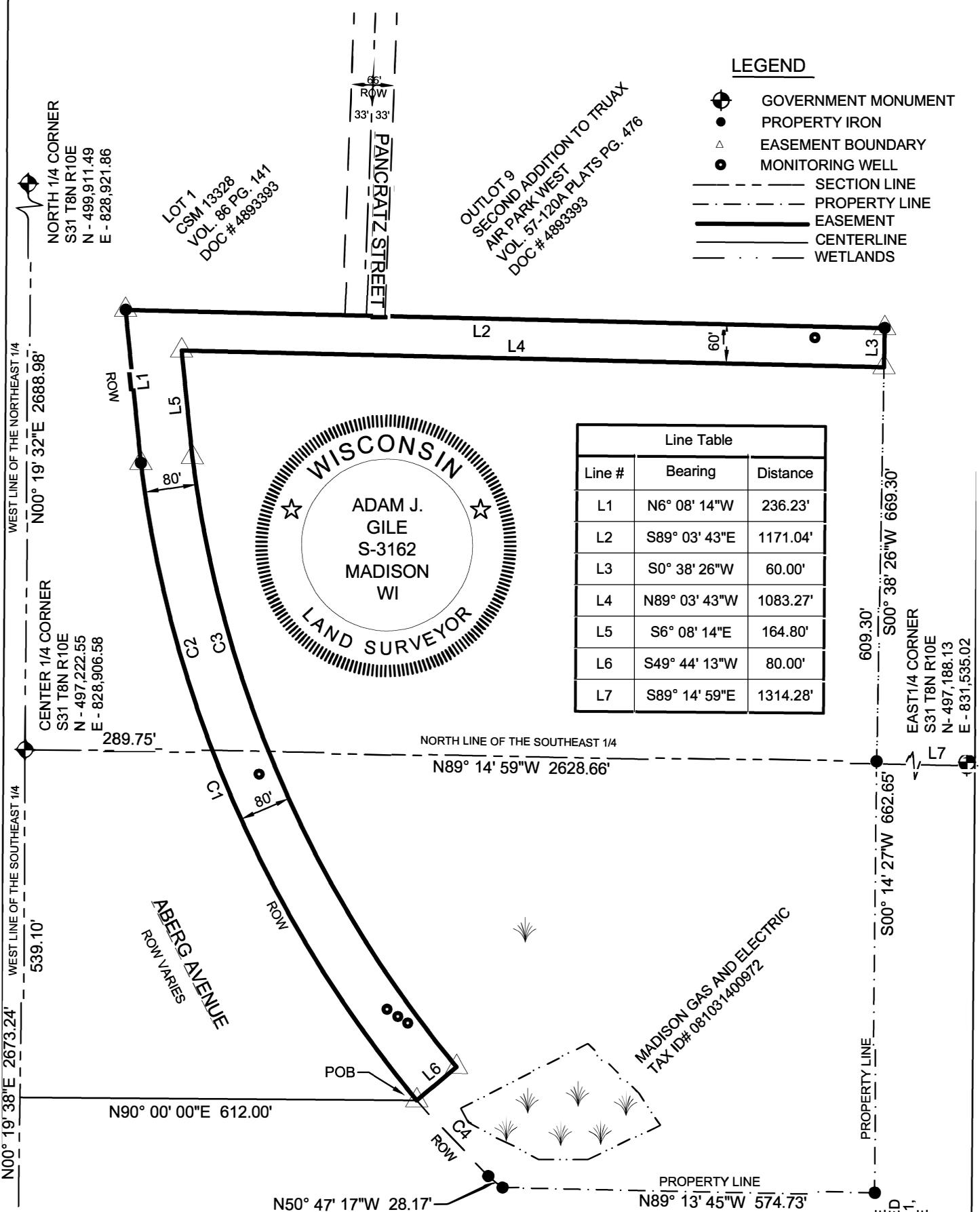
EXHIBIT B

LEGEND

- GOVERNMENT MONUMENT
- PROPERTY IRON
- EASEMENT BOUNDARY
- MONITORING WELL
- SECTION LINE
- PROPERTY LINE
- EASEMENT
- CENTERLINE
- WETLANDS

Line Table		
Line #	Bearing	Distance
L1	N6° 08' 14"W	236.23'
L2	S89° 03' 43"E	1171.04'
L3	S0° 38' 26"W	60.00'
L4	N89° 03' 43"W	1083.27'
L5	S6° 08' 14"E	164.80'
L6	S49° 44' 13"W	80.00'
L7	S89° 14' 59"E	1314.28'

Curve Table							
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length	Tangent In	Tangent Out
C1	1897.00	37°24'11"	1238.37	N26°17'34"W	1216.50	N7°35'29"W	N44°59'39"W
C2	1897.00	32°40'18"	1081.72	N23°55'38"W	1067.13	N7°35'29"W	N40°15'47"W
C3	1817.00	32°38'24"	1035.10	S23°56'35"E	1021.16	S7°37'23"E	S40°15'47"E
C4	1897.00	4°43'53"	156.65	S42°37'43"E	156.60	S40°15'47"E	S44°59'39"E



BEARINGS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM NAD 83 (2011) AND REFERENCED TO THE WEST LINE OF THE SE 1/4 OF S31, T8N, R10E, MEASURED AS N00° 19' 38"E



APRIL 29, 2019

SHEET 1 OF 2