

LANDFILL MONITORING STRUCTURES EASEMENT

City of Madison, a Wisconsin municipal corporation ("City"), being the owner of the property hereinafter described on Exhibit B ("City's Land"), in consideration of the sum of one Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does grant, set over and convey unto **Dane County**, a quasi-Wisconsin municipal corporation ("County"), its successors and/or assigns, as the owner of the property hereinafter described on Exhibit A ("County's Land"), an easement for landfill monitoring structure purposes ("Easement") upon, over and across the City's Land as described on Exhibit B and depicted on Exhibit C ("Easement Area"), which exhibits are attached and made a part of this Easement; including, but not limited to, the right of ingress and egress; the right to install, maintain, operate, repair, replace and modify the landfill monitoring structures (collectively "Monitoring Structures") at the locations depicted on Exhibit C; and the right to perform all work incidental thereto.

The Easement is subject to the following conditions:

- 1) Use. The City consents and agrees that the County, its employees, agents and independent contractors may enter upon and occupy the Easement Area to install, maintain, operate, replace, repair or remove equipment, appurtenant appliances, and utilities necessary to operate one (1) groundwater monitoring well, one (1) air monitoring station, and two (2) control points for surveying and drone purposes (collectively, the "Monitoring Structures") at the locations depicted on Exhibit C. The County acknowledges that the City's Land is an active golf course. Monitoring Structures installed by County in the Easement Area shall be reasonably secured by County to prevent access by the public.
- 2) Access. Access to the Monitoring Structures by the County or its contractors shall be limited to normal business hours unless emergency circumstances dictate additional access. The County shall notify City Parks Superintendent or designated City staff via text message or email at least 24 hours in advance of monitoring activities and check in at the clubhouse prior to commencing monitoring activities, unless access is needed for emergency purposes. The City shall not unreasonably prohibit or impede access to the Monitoring Structures. Access to the Monitoring Structures shall be generally on the paths as depicted on Exhibit C, or as otherwise agreed to by the City and the County. All efforts shall be made to avoid accessing the Monitoring Structures from the managed turf portions of the golf course (the fairways and the greens).

RETURN TO: City of Madison
Economic Development Division
Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No:

251/0710-254-0098-9
251/0710-252-0097-5
251/0710-253-0099-9
251/0710-362-0099-8

- 3) Monitoring and Maintenance. The County shall be responsible for monitoring and maintaining the Monitoring Structures. In the event a Monitoring Structure needs repair, replacement, or removal that involves excavation or land disturbance, County shall notify City Parks Superintendent or designated City staff of intent to perform the work. Work shall be performed by County and completed in a good and workmanlike manner and shall not interfere with or endanger the use of the abutting land owned by the City. County shall, at its sole cost, restore the Easement Area following completion of work in a manner satisfactory to the City and County. In the event City improvements, including managed turf, irrigation lines, valves, and heads, drain tile and pipes, and communication cables are damaged by the County, its agents or contractors when installing, monitoring or maintaining the Monitoring Stations, the City shall repair or replace the damaged improvements with the option to charge the County the actual cost for repairing or replacing such improvements.
- 4) Reservation of Use by City. The City reserves the right to use and occupy the Easement Area in a manner that does not interfere with or disturb the installation, operation, maintenance, repair, or modification of the Monitoring Structures within the Easement Area. In the event that Monitoring Structures are damaged by the City, its agents or contractors, the County shall repair or replace the damaged Monitoring Structure(s) with the option to charge City the actual cost for repairing such Monitoring Structure(s).
- 5) Improvements or Grade Changes. No buildings, structures, or fences unrelated to the Monitoring Structures shall be constructed by the County in the Easement Area. The maintenance and repair of other improvements owned by the City adjacent to or near the Easement Area shall be the responsibility of the City unless any of such improvements are damaged by the County, its agents or contractors, in which the County shall be responsible for repairing such damage at its sole cost. Improvements adjacent to or near the Easement Area shall not impede the Monitoring Structures nor obstruct routine maintenance. No grade change shall be made to the Easement Area without the prior notification to the County's Department of Waste & Renewables.
- 6) Compliance. The County and the City shall comply with all applicable laws with respect to this Easement, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
- 7) Indemnification. Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Easement. 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.
- 8) Amendment. This Easement may not be amended, modified, terminated, or released without the written consent of all the parties hereto, or their respective successors-in-interest.
- 9) Binding Effect. The rights and Easement granted herein shall be deemed to be covenants running with the land and shall inure to the benefit of the County, its successors and assigns, and shall be binding upon the City, its successors and assigns.
- 10) Termination. If the Monitoring Structures are no longer necessary, either because the landfill was not constructed on County's Land or monitoring of the landfill is no longer necessary, the Monitoring

Structures shall be removed and the Easement Area restored to its original condition, and this Easement will terminate. A notice of termination reflecting this will be recorded with the Dane County Register of Deeds.

- 11) Applicable Law. This Easement shall be construed in accordance with the laws of the State of Wisconsin.
- 12) Severability. If any term or provision of this Easement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of this Easement and the same shall continue to be effective to the fullest extent permitted by law.
- 13) Public Record. This Easement will be recorded at the office of the Dane County Register of Deeds.

END OF CONDITIONS.

Dated this ____ day of _____, 2025.

DANE COUNTY,
a quasi-Wisconsin municipal corporation

By: _____
Scott McDonell, Dane County Clerk

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this ____ day of _____, 2025, the above named Scott McDonell, Dane County Clerk, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

(print or type name)
Commission Expires

Dated this ____ day of _____, 2025.

CITY OF MADISON,
a Wisconsin municipal corporation

By: _____
Satya Rhodes-Conway, Mayor

By: _____
_____, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, as the Mayor, and Michael Haas, Acting City Clerk, on behalf of the City of Madison, are authenticated on this ____ day of _____, 2025.

, Assistant City Attorney
Member, State Bar of Wisconsin

Acceptance of this easement is authorized by Resolution No. RES-_____, File No. _____, adopted by the Common Council of the City of Madison on _____.

Drafted by
Real Estate Project No. _____

Engineering Division Project No. _____

EXHIBIT A
Legal Description of County Property

The parcel with the address of 4402 Brandt Road and Tax Parcel No. 251-0710-254-0098-9, which is further described as:

Lot 2, Certified Survey Map No. 16345, as recorded in the office of the Dane County Register of Deeds in Volume 121, Pages 247-266 of Certified Surveys as Document No. 5924987, located in the City of Madison, Dane County, Wisconsin.

EXHIBIT B
Legal Descriptions of Easement Areas

The parcels known as Yahara Hills Golf Course, which includes the parcel with the address of 6698 Millpond Road and Tax Parcel No. 251-0710-252-0097-5, which is further described as:

Part of the Northwest $\frac{1}{4}$ of Section 25, Township 7 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, described as follows:

Beginning at the Southwest corner of the Northwest $\frac{1}{4}$ of Section 25; thence North $00^{\circ}01'32''$ East 843 feet; thence South $76^{\circ}00'30''$ East 42 feet; thence North $55^{\circ}20'00''$ East 490 feet; thence North $15^{\circ}00'00''$ East 180 feet; thence South $72^{\circ}50'50''$ East 2270 feet; thence South $00^{\circ}03'40''$ East 516.28 feet; thence South $87^{\circ}50'50''$ West 2662.62 feet to the point of beginning; except that part deeded for highway purposes by Document # 2870419, and except that part used for highway right-of-way by Document # 5811285.

And the parcel with the address of 6901 US Highway 12 & 18 and Tax Parcel No. 251-0710-253-0099-9, which is further described as:

Part of the Southwest $\frac{1}{4}$ of Section 25 and part of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Section 26, Township 7 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, described as follows:

Beginning at the Northeast corner of the Southwest $\frac{1}{4}$ of Section 25; thence South $00^{\circ}3'40''$ East 2638.72 feet; thence South $87^{\circ}38'57''$ West 2440 feet; thence North $48^{\circ}43'00''$ West 300 feet; thence North $48^{\circ}53'00''$ West 307.27 FT; thence North $51^{\circ}44'45''$ West 300.37 feet; thence North $48^{\circ}53'00''$ West, 558.48 feet; thence North $87^{\circ}43'00''$ East 417.58 feet; thence North $32^{\circ}12'30''$ East 877.62 feet; thence North $00^{\circ}07'30''$ East 926 feet; thence North $87^{\circ}50'00''$ East 2662.62 feet to the point of beginning.

And, the parcel with the address of 4550 Brandt Road and Tax Parcel No. 251-0710-362-0099-8, which is further described as:

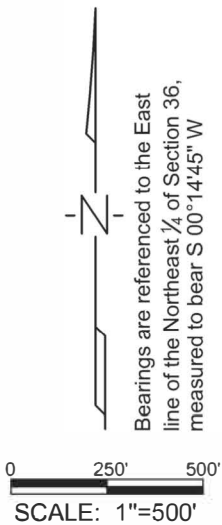
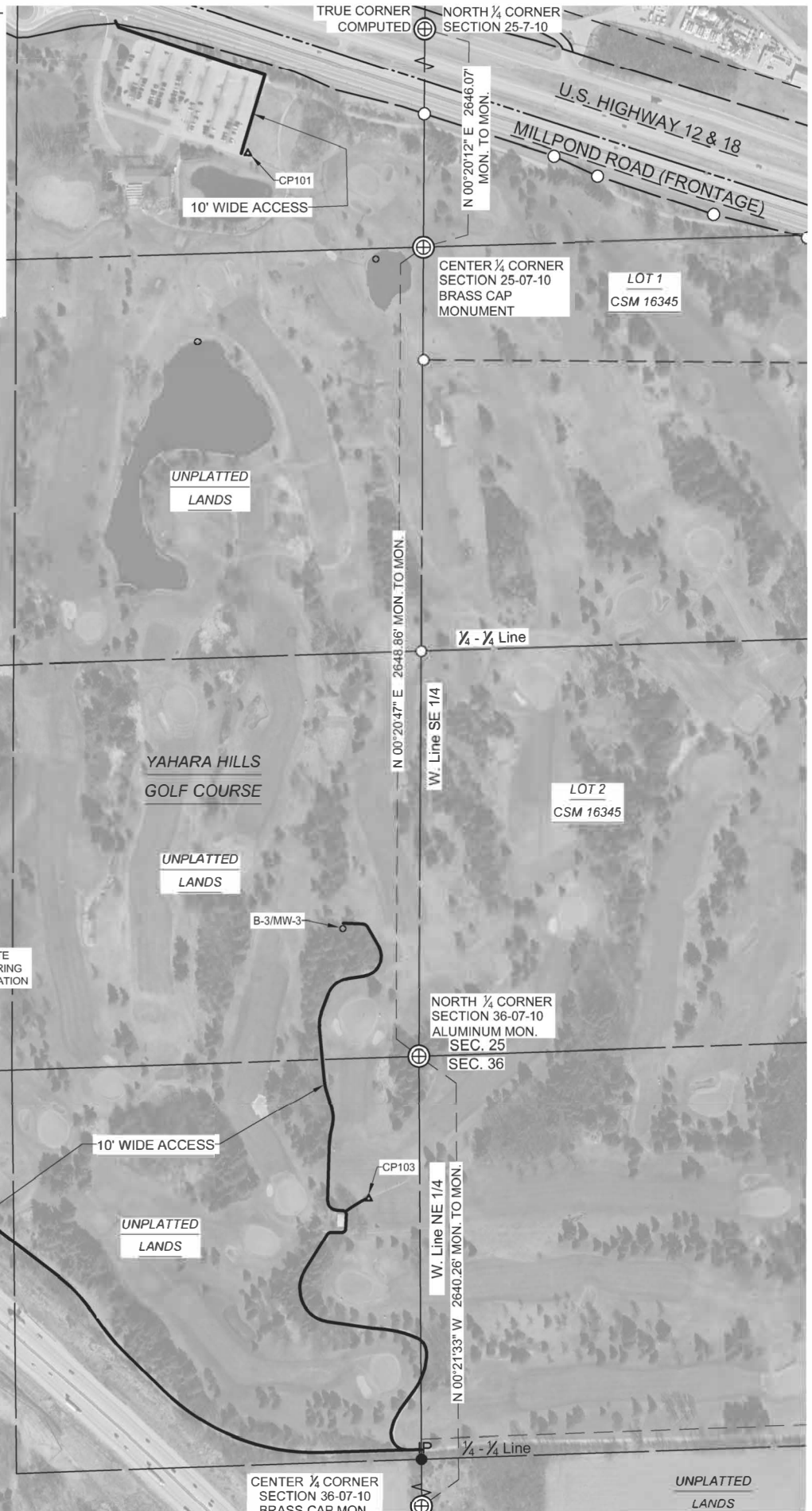
All that part of the Northwest $\frac{1}{4}$ of Section 36, Township 7 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, lying northeasterly of US Interstate 39/90.

EXHIBIT C

Map of Easement Area and Access Paths

LEGEND

- ⊕ FOUND SECTION CORNER
- FOUND REBAR / WISDOT CAP
- FOUND 3/4" REBAR
- FOUND 1" IRON PIPE
- ▣ FOUND 1-1/2" IRON PIPE
- ▲ FOUND MAGNETIC NAIL
- 3/4" O.D. X 18" IRON REBAR W/CAP
"AYRES ASSOC." @ 1.50 LBS. / LIN. FT.
- 1-1/4" O.D. X 18" IRON REBAR
@ 4.30 LBS / LIN. FT
- △ PK NAIL
- MW# MONITORING WELL NUMBER
- B# BORING NUMBER
- CP# CONTROL POINT NUMBER



5201 E. Terrace Drive, Suite 200
Madison, WI 53718
(608) 443-1200
AyresAssociates.com

SHEET TITLE:
EXHIBIT C
ACCESS AREAS

Drawn By: CJO
Date: 08/20/2025

Sheet 1 of 1