

**PERMANENT LIMITED EASEMENT
FOR SUSTAINABILITY CAMPUS AND
LANDFILL STORMWATER
INFRASTRUCTURE AND DRAINAGE**

City of Madison, a Wisconsin municipal corporation ("City"), being the owner of the property described in Exhibit A, 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 owners of the property described in Exhibit A, a permanent limited easement for Sustainability Campus and Landfill stormwater purposes ("PLE") upon, over and across a parcel of land legally described on Exhibit B and depicted on Exhibit C ("PLE Area"), which exhibits are attached and made a part of this PLE; including, but not limited to, the right of ingress and egress; the right to install, maintain, operate, repair, replace and modify the Sustainability Campus and Landfill storm water infrastructure (collectively "Facilities"); the right to discharge groundwater; the right to discharge stormwater from Facilities; the right to convey overflow stormwater through; and the right to perform all work incidental thereto.

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

Tax Parcel No:

251/0710-254-0097-1
251/0710-254-0098-9
251-0710-252-0097-5
251/0710-253-0099-9
251/0710-361-0098-2

The PLE is subject to the following conditions:

- 1) Facilities. County shall have the right to construct, install, maintain, operate, repair, replace and modify the Facilities within the PLE Area which includes but is not limited to the following groundwater and surface water improvements:
 - a) One (1) underdrain HDPE pipe, with a maximum 8" in diameter, discharging to the City's pond on the Yahara Hills Golf Course parcel, as that parcel is described on Exhibit A, and as depicted on Exhibit C.
 - b) Multiple RCP or HDPE stormwater pipes, sharing a common trench, discharging to the City's pond on the Yahara Hills Golf Course parcel, and as depicted on Exhibit C.
 - c) One (1) stormwater RCP or HDPE pipe, with a maximum 24" in diameter, discharging to City land and appropriate facilities to prevent erosion in the Yahara Hills Park South parcel, as that parcel is described on Exhibit A, and as depicted on Exhibit C.
 - d) Two (2) staff gauges on the Yahara Hills Golf Course parcel and one (1) staff gauge on Yahara Hills Park South parcel.

The Facilities shall not unreasonably interfere with the playability of the course or cause damage to the golf course or adjacent park land through the conveyance of stormwater or physical design of the facilities.

- 2) Access to Element A: County acknowledges that Element A Property is managed via farm lease. Access to the Facilities, depicted on Exhibit C, by the County or its contractors shall be approved by the City. The County shall notify City Parks Superintendent or designated City staff via text message or email at least 24 hours in advance of the need for access, unless access is needed for emergency purposes. The County shall exercise reasonable care to prevent crop damage in connection with access. The City shall not unreasonably prohibit or impede access to the Facilities.
- 3) Access to Element B: Access to the Facilities, depicted on Exhibit C, by the County or its contractors shall be limited to normal business hours unless emergency circumstances dictate additional access, or if otherwise approved by the City. The County shall notify City Parks Superintendent or designated City staff via text message or email at least 24 hours in advance of the need for access and check in at the clubhouse prior to entering the City's Property, unless access is needed for emergency purposes. The City shall not unreasonably prohibit or impede access to the Facilities.
- 4) Construction and Property Restoration. The County shall provide construction plans for the Facilities to the City for review and feedback, and work on the Facilities shall not commence until the City has provided the County with written approval of the plans. Written approval of the plans shall not be unduly withheld. The County, its agents, and contractors, shall notify City Parks Superintendent or designated City staff a minimum thirty (30) days prior to any excavation or land disturbance within the PLE Area required for construction of the Facilities. The County acknowledges that the Yahara Hills Golf Course is an active golf course. Therefore, County shall make best efforts to construct Facilities that will impact use of the golf course between November 1 and March 31. If County is unable to complete construction of the Facilities on the Yahara Hills Golf Course parcel during that period, County shall coordinate with City to minimize duration of hole closure(s) of the golf course.

The construction of the Facilities will be performed by the County and its agents or contractors, at its sole cost. Construction shall be performed 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 PLE Area following completion of construction 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 located within the PLE area are damaged by the County, its agents or contractors when installing or maintaining the Facilities, 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.

- 5) Monitoring and Maintenance. After construction, the County shall be responsible for monitoring and maintaining the Facilities to ensure that they are properly conveying stormwater. Ground surface or pond repairs as a result of the Facilities in the PLE Area or the County's exercise of its rights under this Easement shall be the responsibility of the County and shall be completed in a manner satisfactory to the City and County. Ground surface repairs that are not attributed to the Facilities within the PLE Area or the exercise of the County's rights under this Easement, shall be the responsibility of the City and completed in a manner satisfactory to the City and County.
- 6) Excavation: Following completion of project construction, should excavation be required, the County, its agents, and contractors, shall notify City Parks Superintendent or designated City staff a minimum

of thirty (30) calendar days, unless emergency circumstances require prompt response, prior to any excavation or land disturbance within the PLE Area. County shall make best efforts to perform excavation or land disturbing activities that will impact the use of the golf course between November 1 and March 31. If County is unable to maintain, repair, replace or modify Facilities on the Yahara Hills Golf Course parcel during that period, County shall coordinate with City to minimize duration of hole closure(s) of the golf courses, which may include allowing the hole to remain open when work is not in progress. A hole closure shall be required if any excavation is in the fairway or within 20 feet of the fairway or work prohibits golfers from being able to access the entire hole. County shall, at its sole cost, restore the PLE Area following completion of excavation or land disturbing activities 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 communication cables, are damaged by the County, its agents or contractors when excavating, 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.

- 7) Reservation of Use by City. The City reserves the right to use and occupy the PLE Area in a manner that does not interfere with or disturb the construction, operation, maintenance, repair, or modification of the Facilities within the PLE Area. When appropriate, the City will provide construction plans to the PLE Area to the County for review and feedback prior to commencing work. If the County asserts that the City's construction plans will interfere with or disturb the Facilities, the City and the County shall discuss and attempt to resolve the dispute. In the event that Facilities are damaged by the City, its agents or contractors, the County shall repair or replace the damaged Facilities with the option to charge City the actual cost for repairing such Facilities.
- 8) Improvements or Grade Changes: No buildings, structures, or fences unrelated to the Facilities shall be constructed in the PLE Area. The maintenance and repair of City improvements adjacent to or near the PLE Area shall be the responsibility of the City. If any such improvements are damaged by the County, its agents or contractors, 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. City improvements adjacent to or near the PLE Area shall not impede the Facilities nor obstruct routine maintenance. No grade change shall be made to the PLE Area which alters the overland flow of stormwater in the PLE Area without the written consent of the County's Department of Waste & Renewables. Written consent by County shall not be withheld unless the grade change will negatively impact stormwater discharge from the County's upstream properties.
- 9) Stormwater Discharge. In accordance with CSM #16345, Lot 2 shall be under County jurisdiction for stormwater and erosion control permits. Stormwater Facilities residing in Lot 1 of CSM #16345 shall be under City of Madison jurisdiction for stormwater and erosion control permits. Stormwater permit applications shall detail modeled stormwater discharge rates based on pre- and post- development conditions. Post- development conditions shall maintain pre- development peak discharge rates for required design storms. At City request, County shall provide City with draft stormwater permit applications regarding Lot 1 or 2 for City consideration. The County shall be allowed to discharge water into existing stormwater ponds resulting from the Facilities. In the event of extreme rain events (considered the 100-year, 24-hour storm event or greater), County shall be allowed to overflow stormwater onto City property.
- 10) Secondary Groundwater Discharge. Primary discharge of groundwater shall be into City storm sewer in accordance with a separate permit. In the event of failure to the primary discharge, the City accepts secondary discharge of groundwater via underdrain from County property into existing stormwater

ponds.

- 11) Downstream Effect. The stormwater conveyance from County land shall not create adverse downstream impacts on City land. Should repairs to culverts or ponds that serve both properties be required, the parties will collaborate to develop solutions to mitigate damages and ensure efficient stormwater storage and conveyance.
- 12) Hole Closure. If hole closure is necessary under Sections 4 or 6 between March 31 and November 1, and in recognition of the loss of revenue attributable to such a closure, the County shall pay the City a daily fee for the duration of any hole closure(s). Lost revenue, for this purpose, shall be determined by the product of the length of the closure and the average daily Course revenue. The daily Course revenue shall be established on a peak-season (from May 15-Sept. 30) and off-peak season (all other days when the Course is open) basis. The average daily Course revenue shall be determined by calculating daily Course revenue over the prior three calendar years (prorated to 18 holes if necessary), specifically including greens fees, concessions, and cart rental, and excluding pro shop and retail sales revenue.
- 13) Compliance. The County and the City shall comply with all applicable laws with respect to this PLE, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
- 14) 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 PLE. 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.
- 15) Amendment. This PLE may not be amended, modified, terminated, or released without the written consent of all the parties hereto, or their respective successors-in-interest.
- 16) Binding Effect. The rights and PLE granted herein shall be deemed to be covenants running with the land and shall inure to the benefit of the City, its successors and assigns, and shall be binding upon the Grantor, its successors and assigns.
- 17) Applicable Law. This PLE shall be construed in accordance with the laws of the State of Wisconsin.
- 18) Severability. If any term or provision of this PLE 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 PLE and the same shall continue to be effective to the fullest extent permitted by law.
- 19) Public Record. This PLE 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 _____, as 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 Descriptions of Property

City Owned Property ("City's Property"):

The parcel with the address of 4854 Brandt Road and Tax Parcel No. 251-0710-361-0098-2 ("Yahara Hills Park South"), which is further described as:

Part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 7 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, described as follows:

Beginning at the Southeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section; thence West along the South line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ to the Southwest corner of said quarter-quarter; thence North along the West line of said quarter-quarter 725 feet; then in a Northeasterly direction to a point on the East line of said Section, which is 1090 feet North of the Southeast corner of the said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence South along said East line of said Section 1090 feet to the place of beginning.

Together with Lots 1 & 2, Certified Survey Map No. 6623, as recorded in the office of the Dane County Register of Deeds in Volume 32, Pages 272-273 of Certified Surveys as Document No. 2311328, located in the City of Madison, Dane County, Wisconsin

And the parcels making up a portion of the Yahara Hills Golf Course, with the addresses 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.

County Owned Property (“County’s Property”):

The parcel with the address of 7103 Millpond Road and Tax Parcel No. 251-0710-254-0097-1 (the “Sustainability Park”), and the parcel with the address of 4402 Brandt Road and Tax Parcel No. 251-0710-254-0098-9 (the “Landfill”), which are further described as:

Lots 1 & 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 PLE Areas

PLE (ELEMENT A) LEGAL DESCRIPTION

PART OF LOT 1, CSM 6623, RECORDED IN VOLUME 32 OF CERTIFIED SURVEY MAPS ON PAGES 272-273 AS DOCUMENT No. 2311328, BEING PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 07 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, CERTIFIED SURVEY MAP (CSM) No. 6623, AFORESAID, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BRANDT ROAD (COUNTY HIGHWAY 'AB');
THENCE S 70°11'29" W ALONG THE NORTH LINE OF SAID CSM, 871.73 FEET TO THE **POINT OF BEGINNING**;
THENCE S 20°51'44" E, 152.70 FEET;
THENCE S 69°08'16" W, 25.00 FEET;
THENCE N 20°51'44" W, 153.16 FEET TO A POINT ON THE NORTH LINE OF CERTIFIED SURVEY MAP No. 6623;
THENCE N 70°11'29" E ALONG SAID LINE, 25.00 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 3,823 SQUARE FEET OR 0.088 ACRES.



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

SHEET TITLE:
EXHIBIT B
PLE (ELEMENT A)

Drawn By: CJO
Date: 08/20/2025
Sheet 1 of 2

PLE (ELEMENT B) LEGAL DESCRIPTION

BEING PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 07 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, CERTIFIED SURVEY MAP (CSM) No. 16345, RECORDED IN VOLUME 121 OF CERTIFIED SURVEY MAPS ON PAGES 247-266 AS DOCUMENT No. 5924987, ALSO BEING A POINT ON THE EAST LINE OF THE NORTHEAST, AFORESAID;
THENCE S 00°20'47" W ALONG SAID LINE, 365.18 FEET;
THENCE N 78°17'17" W, 513.22 FEET;
THENCE N 02°56'57" W, 109.53 FEET;
THENCE N 70°18'09" E, 542.30 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER, ALSO BEING A POINT ON THE WEST LINE OF LOT 1, CSM 16345, AFORESAID;
THENCE S 00°20'47" W ALONG SAID LINE, 31.18 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 128,152 SQUARE FEET OR 2.942 ACRES.



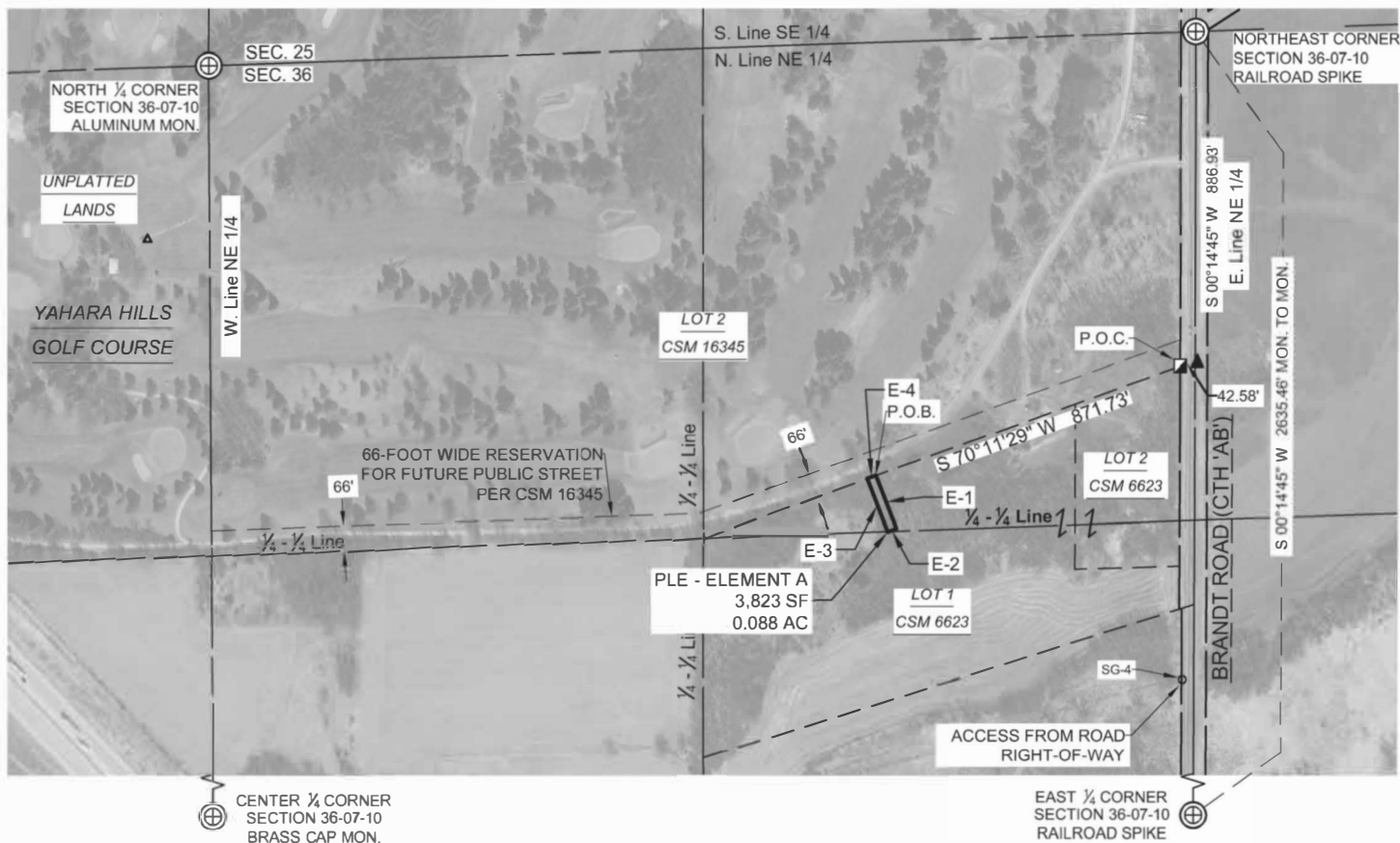
5201 E. Terrace Drive, Suite 200
Madison, WI 53718
(608) 443-1200
AyresAssociates.com

SHEET TITLE:
EXHIBIT B
PLE (ELEMENT B)

Drawn By: CJO
Date: 08/20/2025

Sheet 2 of 2

EXHIBIT C
Map of PLE and Access Areas



LEGEND

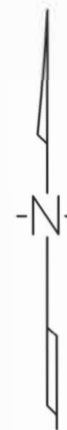
- ⊕ FOUND SECTION CORNER
- FOUND REBAR / WISDOT CAP
- FOUND 3/4" REBAR
- FOUND 1" IRON PIPE
- ▣ FOUND 1-1/2" IRON PIPE
- ▲ FOUND MAGNETIC NAIL
- 3/4" O.D. X 18" IRON REBAR W/CAP
"AYRES ASSOC." @ 1.50 LBS. / LIN. FT.
- 1-1/4" O.D. X 18" IRON REBAR
@ 4.30 LBS / LIN. FT
- △ PK NAIL
- SG-# STADIA GAUGE NUMBER
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



5201 E. Terrace Drive, Suite 200
Madison, WI 53718
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AyresAssociates.com

EASEMENT LINE TABLE

LINE #	DISTANCE	BEARING
E-1	152.70'	S20°51'44"E
E-2	25.00'	S69°08'16"W
E-3	153.16'	N20°51'44"W
E-4	25.00'	N70°11'29"E



Bearings are referenced to the East
line of the Northeast 1/4 of Section 36,
measured to bear S 00°14'45" W

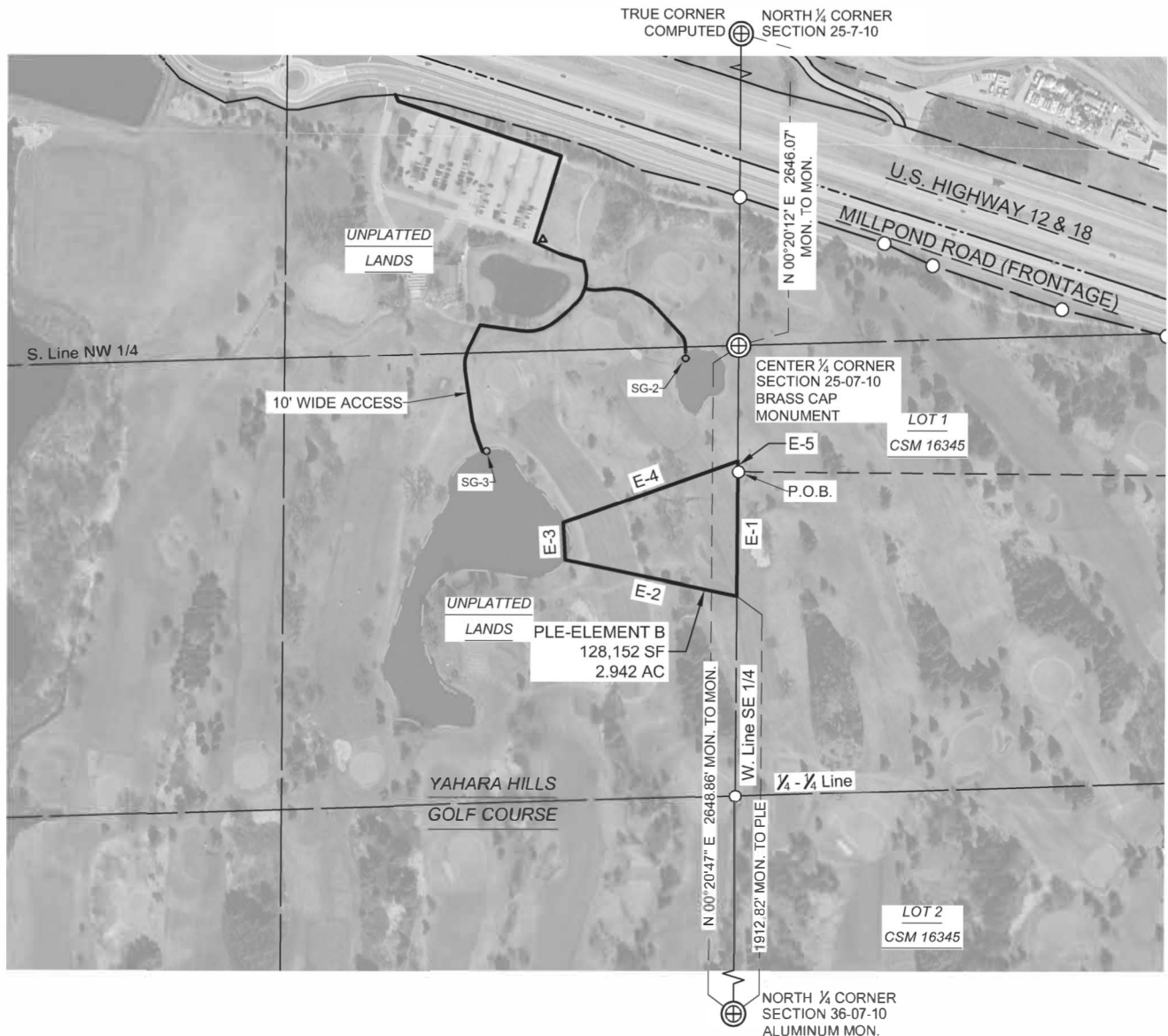
0 250' 500'

SCALE: 1"=500'

Drawn By: CJO
Date: 08/20/2025

SHEET TITLE:
EXHIBIT C
PLE (ELEMENT A) AND ACCESS AREA

Sheet 1 of 2

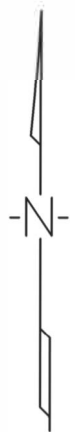


LEGEND

- ⊕ 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
- SG-# STADIA GAUGE NUMBER
- P.O.B. POINT OF BEGINNING

EASEMENT LINE TABLE

LINE #	DISTANCE	BEARING
E-1	365.18'	S00°20'47"W
E-2	513.22'	N78°17'17"W
E-3	109.53'	N02°56'57"W
E-4	542.30'	N70°18'09"E
E-5	31.18'	S00°20'47"W



Bearings are referenced to the East line of the Northeast 1/4 of Section 36, measured to bear S 00°1'445" W

0 250' 500'

SCALE: 1"=500'



5201 E. Terrace Drive, Suite 200
Madison, WI 53718
(608) 443-1200
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SHEET TITLE:

EXHIBIT C

PLE (ELEMENT B) AND ACCESS AREAS

Drawn By: CJO
Date: 08/20/2025

Sheet 2 of 2