

## PARTIAL TERMINATION AND RELEASE OF PUBLIC EASEMENT AGREEMENT

This partial termination and release of public easement Agreement (“**Agreement**”) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **City of Madison**, a Wisconsin municipal corporation located in Dane County, Wisconsin (“**City**”) and Dane County, a quasi-Wisconsin municipal corporation (“**County**”).

### RECITALS

WHEREAS, the City is the present beneficiary of a 10.47-acre Public Stormwater Management and Drainage Easement (“**Easement**”) granted pursuant to that certain Certified Survey Map No. 16345, recorded in the Office of the Register of Deeds in Dane County, State of Wisconsin, on September 20, 2023 in Volume 121 of the Certified Survey Maps, Page 247-266 as Document No. 5924987 and Correction Instrument recorded as Document No. 5951202 (together, the “**CSM**”); and

WHEREAS, the Easement encumbers the property located at 7103 Millpond Road, commonly known as the Sustainability Park, and 4402 Brandt Road, commonly known as the Landfill, as legally described on attached Exhibit A (together, the “**Property**”), both of which are owned by the County; and

WHEREAS, the City is no longer in need of the rights and benefits created under and by the Easement with respect to those portions of the Easement areas described on Exhibit B and depicted on Exhibit C (“**Released Easement Areas**”); and

WHEREAS, in order to facilitate the development of the Property, the City desires to terminate and release its rights and benefits relating to, and accruing from the Easement but only with respect to the Released Easement Areas.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the City and the County (together, the “**Parties**”) hereby agrees as follows:

- 1) **Partial Easement Termination and Release.** The City hereby terminates, releases, discharges, and abandons all of its right, title and interest in those portions of the Easement contained within the Released Easement Areas and hereby agrees that it shall have no further rights, title, interest or obligations thereunder.
- 2) **Remaining Easement Area.** The rights, interests and benefits on the “Remaining Easement area” shall continue in full force and effect. The City’s jurisdiction for erosion control and stormwater management permits within the remaining Easement area shall continue to be as per the Sustainability Campus and Landfill Development Agreement (Contract#14742), or any amendment thereto, as noted in the Easement’s terms and conditions.

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

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Tax Parcel Nos: 251/0710-254-0097-1 (part of)  
251/0710-254-0098-9 (part of)

- 3) Authority. The Parties executing and attesting to this Agreement represent and warrant that they have the authority to bind the Parties by their signatures set forth herein.
- 4) Choice of Law, Venue, and Forum Selection. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the Parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.
- 5) Severability. If any term or provision of this Agreement 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 Agreement and the same shall continue to be effective to the fullest extent permitted by law.
- 6) Public Record. This Agreement shall be recorded at the office of the Dane County Register of Deeds.

The Parties have hereby entered into this Agreement as of the date set forth above.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF MADISON, a Wisconsin municipal corporation**

By: \_\_\_\_\_  
Satya Rhodes-Conway, Mayor

By: \_\_\_\_\_  
Lydia A. McComas, City Clerk

**AUTHENTICATION**

The signatures of Satya Rhodes-Conway, as the Mayor, and Lydia A. McComas, as the City Clerk, on behalf of the City of Madison, are authenticated on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Doran Viste, Assistant City Attorney  
Member, State Bar of Wisconsin

This document contains the use of electronic signatures

This Agreement is authorized by Resolution No. RES-25-00621, File No. 90392, adopted by the Common Council of the City of Madison on November 25, 2025.

Drafted by the City of Madison Office of Real Estate Services  
Real Estate Project No. 13307

Dane County joins in this Agreement as the owner of the Property and to acknowledge and accept the City's partial release and termination of rights and benefits of the Easement within the Released Easement Areas.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

**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 \_\_\_\_\_, 2026, 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.

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Notary Public, State of Wisconsin

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(print or type name)  
Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of Property**

Lot 1, 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 Survey Maps as Document No. 5924987, located in the City of Madison, Dane County, Wisconsin.

Address: 7103 Millpond Road  
Tax Parcel No. 251-0710-254-0097-1  
Sustainability Park

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 Survey Maps as Document No. 5924987, located in the City of Madison, Dane County, Wisconsin.

Address: 4402 Brandt Road  
Tax Parcel No. 251-0710-254-0098-9  
Landfill

**EXHIBIT B**  
**Legal Description of Released Easement Areas**

Release of portions of a Public Stormwater Management and Drainage Easement as granted by and located within part of Lots 1 and 2, Certified Survey Map No. 16345, recorded in Volume 121 of Certified Survey Maps on Pages 247-266 as Document No. 16345, located in the Northeast Quarter of the Southeast of Section 25, Township 7 North, Range 10 East, City of Madison, Dane County, Wisconsin, areas more particularly described as:

**Area 'A'**

Commencing at a Wisconsin Department of Transportation capped rebar, between line courses 14 and 15 of CSM 16345, also being a corner on the Southerly right-of-way line of United States Highway 12 and 18; thence South 88°14'23" West along said right-of-way line, 169.69 feet to a point on said line, also being the Point of Beginning of area 'A';  
thence South 19°51'41" West, 34.02 feet to a point on the existing Public Storm Water Management and Drainage Easement line, herein referred to as point 'A';  
thence North 36°20'53" West, 38.42 feet along said easement line to a point on the South right-of-way line, aforesaid;  
thence North 88°14'23" East along said right-of-way line, 34.34 feet to the Point of Beginning of Area 'A'.

Said Area 'A' contains 543 square feet or 0.012 acres

**Area 'B'** Commencing at point 'A';  
thence South 36°20'53" East along the existing easement line, aforesaid, 73.03 feet to a point on said easement line and the Point of Beginning of Area 'B';  
thence South 67°25'13" East, 523.45 feet;  
thence South 38°53'52" East, 51.67 feet to a point on the existing easement line, aforesaid, herein referred to as point 'B';  
thence North 65°27'48" West along said easement line, 559.96 feet;  
thence North 36°20'53" West along said easement line, 10.75 feet to the Point of Beginning of Area 'B'.

Said Area 'B' contains 7,922 square feet or 0.182 acres.

**Area 'C'**

Also, commencing at point 'B';  
thence South 38°53'52" East along the existing easement line, aforesaid, 125.30 feet;  
thence South 23°52'01" East along said easement line, 62.57 feet to a point on said existing easement line and the Point of beginning of Area 'C';  
thence South 47°00'35" East, 223.03 feet;  
thence South 39°43'13" East, 39.68 feet;  
thence South 32°25'51" East, 192.35 feet;  
thence South 44°01'00" East, 39.19 feet;  
thence South 55°36'09" East, 219.15 feet;  
thence South 89°35'50" East, 33.75 feet to the Westerly right-of-way line of County Highway "AB" / Brandt Road;

thence South 00°24'10" West along said right-of-way line, 120.57 feet to a point of intersection with the existing easement line, aforesaid;

thence North 89°29'37" West along said easement line, 265.02 feet;

thence North 08°34'35" West along said easement line, 255.48 feet;

thence North 51°21'00" West along said easement line, 136.69 feet;

thence North 23°52'01" West along said easement line, 303.33 feet to the Point of Beginning of Area 'C'.

Said Area 'C' contains 84,626 square feet or 1.943 acres.

Total easement release areas contain 93,091 square feet or 2.137 acres.

# EXHIBIT "C"

## PUBLIC STORM WATER MANAGEMENT AND DRAINAGE EASEMENT RELEASE AREAS

