

**NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT**

This **Access Easement** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by County of Dane (hereinafter referred to as “Grantor”), and Copart of Connecticut, Inc., a Connecticut corporation (hereinafter referred to as “Grantee”). Grantor and Grantee collectively shall be referred to as “the Parties”.

**RECITALS**

**WHEREAS**, the Grantor is fee owner of approximately 35.92 acres of land in the City of Madison, Dane County, more particularly described as:

Outlot One (1) of Certified Survey Map No. 16843, recorded on July 25, 2025 in Vol. 127 of Certified Survey Maps, pages 290-301 as Document No. 6041595, in the City of Madison, Dane County, Wisconsin (hereinafter referred to as “Parcel A”);

**WHEREAS**, the Grantee is fee owner of lands adjacent to Parcel A, more particularly described as:

A parcel of land located in the NW ¼, NE ¼, and SE ¼ of the SE ¼ and the NE ¼ and fractional NW ¼ of the SW ¼ of Section 30, T7N, Range 11E, Town of Cottage Grove, Dane County, Wisconsin, more particularly described on the attached Exhibit A (hereinafter referred to as “Parcel B”);

**WHEREAS**, the Grantee currently accesses Parcel B off of Luds Court as depicted on the attached Exhibit B;

**WHEREAS**, in the event of a future re-alignment of County Highway AB, Grantee’s current access to Parcel B off of Luds Court will be eliminated and Grantee desires to secure a future alternate access;

**WHEREAS**, Grantee desires to secure future alternate access to Parcel B through Parcel A in order to continue its business operations upon elimination of its current access;

**WHEREAS**, in accordance with the aforementioned purpose, the Grantor agrees to grant a future non-exclusive access easement on, over and through Parcel A which is more particularly described as:

A strip of land, thirty (30) feet wide located in the SE ¼ of the NW ¼ of Section 30, Township 7N, Range, 10E, in the City of Madison, Dane County, Wisconsin, more particularly described as: Commencing at the southwest corner of Outlot 1 of Certified Survey Map 16843, recorded on July 25, 2025 in Vol. 127 or Certified Survey Maps, pages 290-301 as Document No. 6041595 at the Dane County Register of Deeds Office, thence N02°39'50"W, 598.73 feet, thence S86°32'47"W, 30.00 feet, thence S02°39'50"E 598.31 feet, thence S86°32'33"W, 30.00 feet, to the Point of Beginning. (hereinafter referred to as the “Easement Area” and depicted on the attached Exhibit C);

**NOW THEREFORE**, Grantor hereby grants to Grantee a future non-exclusive perpetual access easement for the purpose of obtaining ingress and egress through Parcel A to Parcel B with the rights, privileges and duties detailed in the provisions below:

It is understood by the Grantor and Grantee that this non-exclusive access easement is subject to the following conditions:

RETURN TO:  
Real Estate Coordinator  
Dane County Land & Water Resources Dept.  
5201 Fen Oak Drive, Rm. 208  
Madison, WI 53718

TAX ID(S):  
Burdened parcel: part of 251/0711-301-0201-6  
Benefitted parcel: 018/0711-304-8640-0

1. Purpose. The purpose of this Agreement is to ensure the Grantee maintains access to Parcel B in the event that the Grantee's access of Luds Court is eliminated. The Parties enter into this Agreement with the understanding that the rights and obligations granted herein do not take effect until certain events, as described in Section 2, occur. The Parties hereto confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. Grant of Easement. The Grantor grants and conveys to the Grantee a future non-exclusive easement for vehicular access on, over and through the Easement Area upon occurrence of either of the following events:
  - a. The Grantor's receipt of notification of realignment of County Highway AB which eliminates the North-South portion of Luds Court including its current access. Such notification shall be in the form of a recorded Transportation Plat or full plat from the Dane County Highway Department or the State of Wisconsin Department of Transportation which shall be delivered to Grantor. The time period between this Grant and receipt of said notification is hereinafter referred to as the "Interim Period".
  - b. The Grantor develops Parcel A during said Interim Period and constructs an access road within the Easement Area to which Grantee can connect at its own discretion.
3. Reserved Rights, Restrictions and Obligations of Grantee. In order to accomplish the Purpose of this Agreement, the Grantor expressly conveys and imposes to the Grantee the following rights and restrictions:
  - a. In the event the Grantor has not developed the Easement Area and Grantee receives notification as described in Section 2(a), Grantee shall be solely responsible for the construction and installation of an access road. The Grantee shall submit plans for the Easement Area to Grantor, who shall then have 60 days from receipt to review said plans and deliver written notice to Grantee of its approval or objection of said plans; such approval shall not be reasonably withheld. If Grantor delivers timely written notice of objection to plans, the Parties agree to collaborate in good faith to develop a mutually agreeable access road that shall be in place before Grantee's current access is eliminated. The Grantor agrees to execute documents necessary for Grantee's permits. Grantee shall be responsible for any and all maintenance and repair of the access road until such point that Grantor further develops Parcel A and the Parties shall enter into a maintenance agreement.
  - b. In the event that Grantor constructs an access road as described in Section 2(b), Grantee shall have the right, at its own expense, to connect to said road at its own discretion. Grantee shall provide 60 days' advance written notice of its intent to connect along with said plans to Grantor. Grantee shall be responsible for maintenance and repairs of its connection.
  - c. The Grantee shall maintain the Easement Area in a safe condition at all times such that the Grantee shall cause no obstruction to free and uninhibited use of the Easement Area by the Grantor, its contractors, invitees and assigns. The Easement Area shall be limited to use for vehicular access by Grantee, its employees, contractors and assigns. The Grantee shall not park or store vehicles and/or equipment within the Easement Area. Dumping within the Easement Area is prohibited.
  - d. The Grantee shall be responsible for any property damage to the Easement Area that is caused by Grantee's use of the Easement Area. The Grantee shall promptly make the needed repairs, restoring the Easement Area to its condition prior to the damage.
4. Reserved Rights, Restrictions and Obligations of Grantor. In addition to existing recorded easements and use restrictions of record, any activity on or use of the Easement Area inconsistent with the Purpose of the Agreement is prohibited. Without limiting the generality of the foregoing, the Easement Area is hereby made subject to the following conditions and restrictions:



9. Violation Remedies. If the Grantor determines that a violation of the terms of this Agreement has occurred or is threatened, the Grantor shall give written notice to the Grantee of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Easement Area or Parcel A resulting from any use or activity inconsistent with the purpose of the Agreement, to restore the area so injured to its prior condition in accordance with a plan approved by the Grantor.

If the Grantee fails to cure the violation within thirty (30) days after receipt of notice thereof from the Grantor, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within such period, or fail to continue diligently to cure such violation until finally cured, the Grantor may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Easement Area or adjacent Grantor's Land to the condition that existed prior to any such injury. The Grantor's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement. The Grantee agrees that remedies at law for any violation of the terms of this Agreement are inadequate and that the Grantor shall be entitled to the injunctive relief described herein, both prohibitive and mandatory, in addition to such other relief to which the Grantor may be entitled, including specific performance of the terms of this Agreement without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. No delay or omission in the exercise of any right or remedy upon any breach by the Grantee shall impair such right or remedy or be construed as a waiver.

10. Partial Invalidity. If any term or provision of the 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 the Agreement conveyance and the same shall continue to be effective to the fullest extent permitted by law.
11. Waiver. No delay or omission by any Party to exercise any right or power upon any non-compliance or failed performance by another party under the provisions of this Agreement shall be construed to be a waiver of the right of power. A waiver by any of the Parties of any of the covenants, conditions or agreements hereof to be performed by another, shall not be construed to be a waiver of any breach or of any other terms or conditions of this Agreement. . In addition, non-use or limited use of the Easement Area by a party shall not prevent such party from later use of the Easement Area to the fullest extent authorized in this Agreement.
12. Successors and Assigns. This Agreement shall run with and benefit and burden title to Parcel A and Parcel B and shall be binding upon, and inure to the benefit of the Parties, their respective successors and assigns.
13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.
14. Headings. Paragraph and subparagraph headings are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
15. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
16. Public Record. This Agreement conveyance shall be recorded in the Office of the Register of Deeds of Dane County, Wisconsin.
17. Entire Agreement. This Agreement sets forth the entire understanding of the Parties and may not be changed, amended or terminated except by a written document executed and acknowledged by the Parties and duly recorded in the Office of the Register of Deeds of Dane County, Wisconsin.

**IN WITNESS WHEREOF**, the Grantor grants this easement and the undersigned, by its duly elected officer has duly executed, acknowledged, and delivered this instrument as its true act and deed on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**COUNTY OF DANE**

By: \_\_\_\_\_  
Scott McDonell, 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 to me to be the person who executed the foregoing instrument and acknowledged the same.

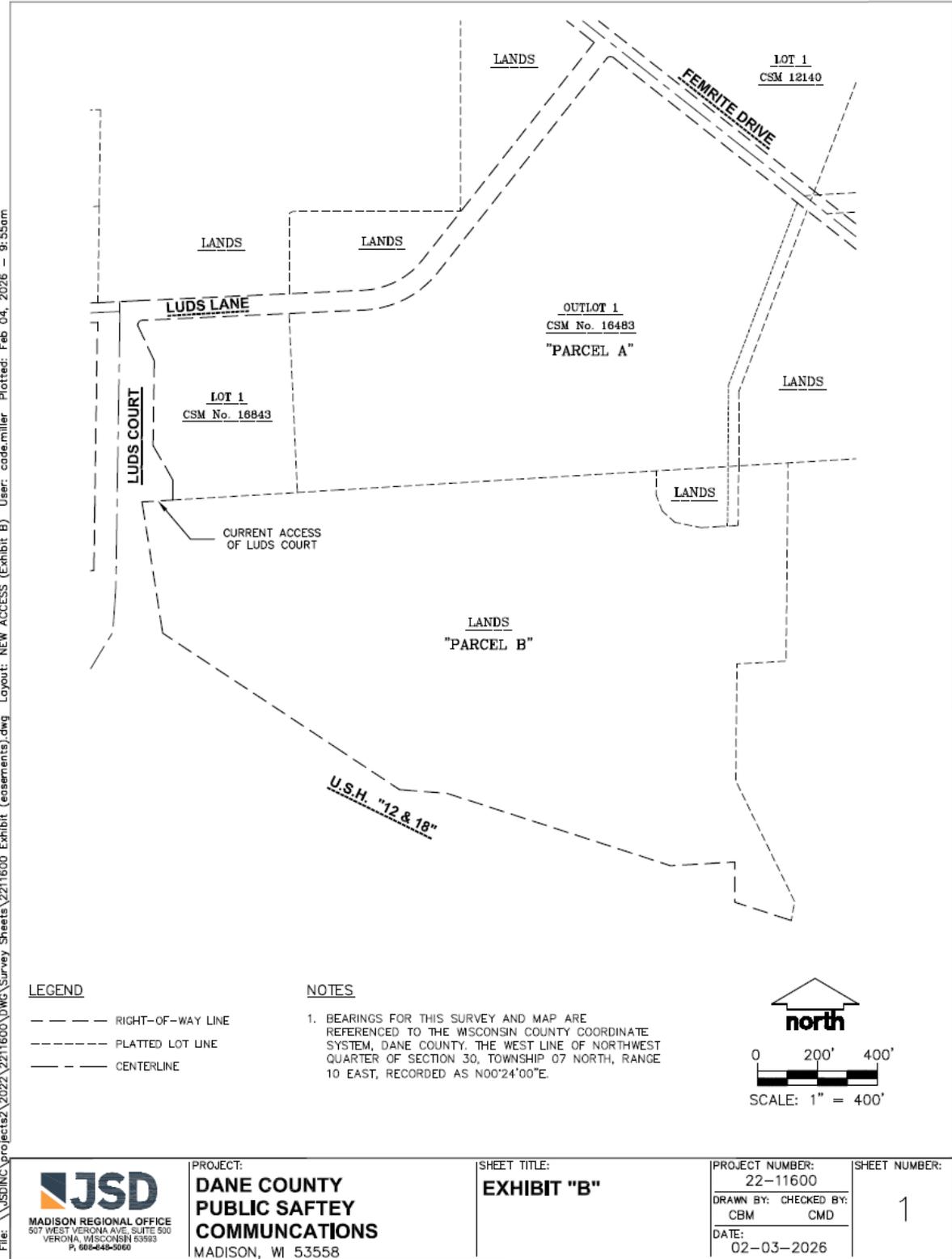
\_\_\_\_\_  
\*  
Notary Public, State of Wisconsin  
My commission (expires) (is) \_\_\_\_\_



**EXHIBIT A**  
**Legal description of Grantee-owned Land, "Parcel B"**

A parcel of land located in the NW $\frac{1}{4}$ , NE $\frac{1}{4}$ , & SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , and the NE  $\frac{1}{4}$  & fractional NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 30, T7N, R11E, Town of Cottage Grove, Dane County, Wisconsin, to-wit: Commencing at the East quarter corner of said Section 30; thence S86°09'45"W along the north line of the SE $\frac{1}{4}$  of said Section 30, 1,170.76 feet to the point of beginning; thence S00°07'50"W, 662.10 feet; thence S86°15'05"W, 164.98 feet; thence S00°07'50"W, 390.58 feet; thence S26°19'41"E, 449.04 feet; thence S09°36'27"W, 63.84 feet to the northerly right-of-way line of USH 12 & 18; thence N72°25'59"W along said northerly right-of-way line, 198.69 feet; thence N00°07'50"E along said northerly right-of-way line, 134.17 feet; thence S86°20'25"W along said northerly right-of-way line, 215.47 feet; thence N72°25'59"W along said northerly right-of-way line, 782.69 feet; thence N85°35'08"W along said northerly right-of-way line, 308.35 feet; thence N72°25'59"W along said northerly right-of-way line, 1890.90 feet; thence N36°12'55"W along said northerly right-of-way line, 88.00 feet; thence N86°08'41"E, 75.91 feet; thence N00°24'43"E, 10.18 feet to the southwest corner of said Lot 2, Certified Survey Map No. 5392; thence N86°24'22"E along the south line of said Lot 2, 902.05 feet to the southeast corner of said Lot 2; thence N00°24'43"E along the east line of said Lot 2, 219.58 feet; thence N86°08'41"E along the north line of the southwest  $\frac{1}{4}$  of said Section 30, 817.80 feet to the center of said Section 30; thence N86°09'45"E along the north line of the southeast  $\frac{1}{4}$  of said Section 30, 1060.17 feet; thence S00°07'50"W, 79.09 feet; thence S20°50'30"E, 58.20 feet; thence S48°44'00"E, 57.59 feet; thence S78°48'55"E, 88.56 feet; thence N86°03'53"E, 63.84 feet; thence N86°38'03"E, 46.64 feet; thence N86°06'45"E, 13.61 feet; thence N00°07'50"E, 199.06 feet; thence N86°09'45"E, along said north line of the Southeast  $\frac{1}{4}$ , 165.00 feet; to the point of beginning.

**EXHIBIT B**  
**Depiction of Grantor-Owned Land, "Parcel A",**  
**Grantee-Owned Land, "Parcel B" and current access off Luds Court**

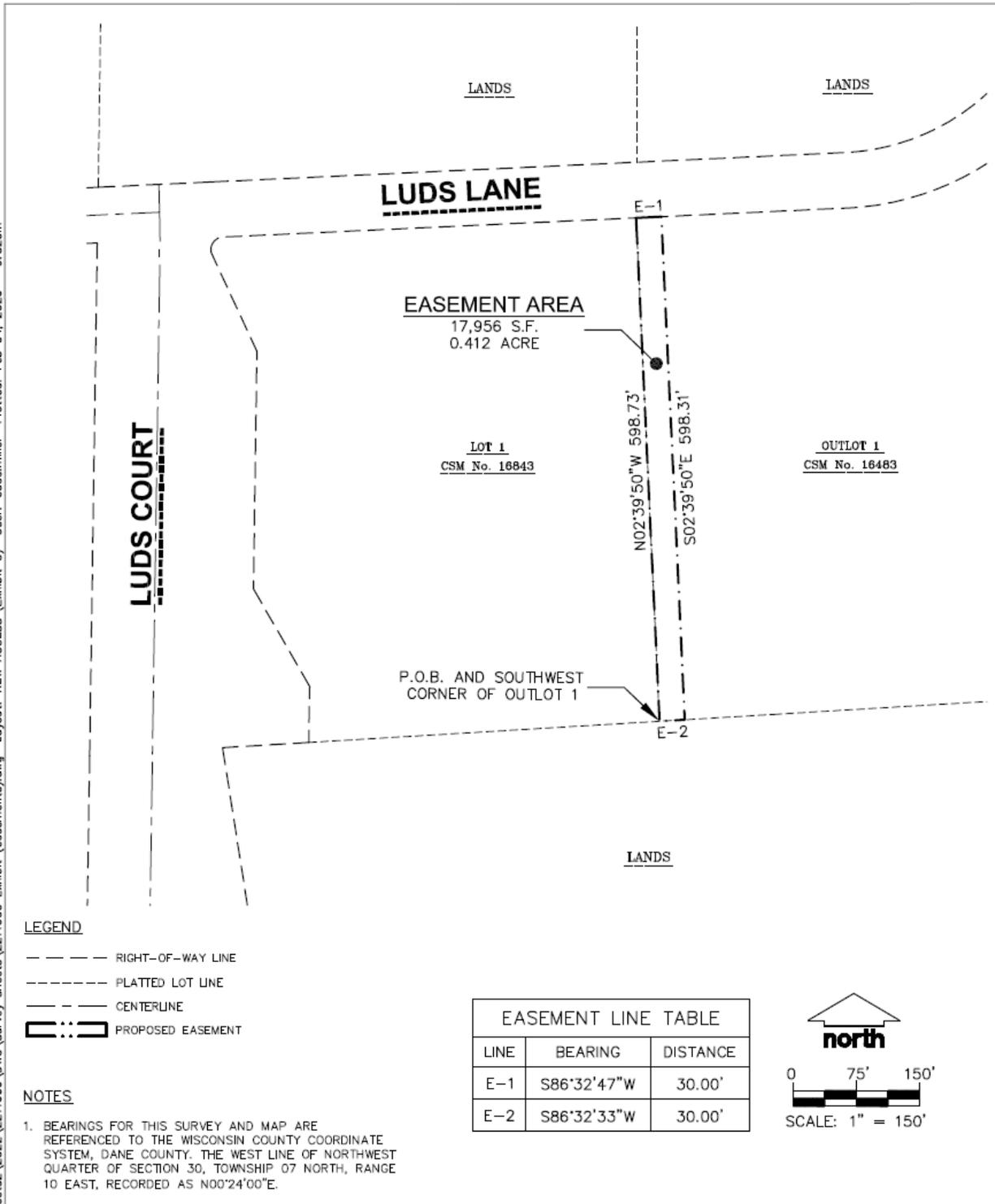


File: \\JSD\INC\projects2\2022\2211600\DWG\Survey Sheets\2211600 Exhibit (easements).dwg Layout: NEW ACCESS (Exhibit B) User: cody.miller Plotted: Feb 04, 2026 - 9:55am

 <b>MADISON REGIONAL OFFICE</b> 507 WEST VERONA AVE, SUITE 500 VERONA, WISCONSIN 53593 P. 608-449-9060	PROJECT: <b>DANE COUNTY          PUBLIC SAFETY          COMMUNICATIONS</b> MADISON, WI 53558	SHEET TITLE: <b>EXHIBIT "B"</b>	PROJECT NUMBER: 22-11600 DRAWN BY: CBM    CHECKED BY: CMD DATE: 02-03-2026	SHEET NUMBER: 1
---	--	------------------------------------	--	--------------------

**EXHIBIT C**  
**Depiction of "Easement Area"**

File: \\JSD\INC\projects\2022\2211600\DWG\Survey Sheets\2211600 Exhibit (easements).dwg Layout: NEW ACCESS (Exhibit C) User: ccode.miller Plotted: Feb 04, 2026 -- 9:52am



<b>JSD</b> <small>MADISON REGIONAL OFFICE          507 WEST VERONA AVE. SUITE 500          VERONA, WISCONSIN 53593          P. 608-648-5060</small>	<b>PROJECT:</b> DANE COUNTY PUBLIC SAFETY COMMUNICATIONS MADISON, WI 53558	<b>SHEET TITLE:</b> <b>EXHIBIT "C"</b> NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT	<b>PROJECT NUMBER:</b> 22-11600 <b>DRAWN BY:</b> CBM <b>CHECKED BY:</b> CMD <b>DATE:</b> 02-03-2026
	<b>SHEET NUMBER:</b> <span style="font-size: 2em; font-weight: bold;">1</span>		