

6601 Res Vac 0709-293-1101-0

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**STORM WATER INFILTRATION SYSTEM  
EASEMENT AGREEMENT**

THIS STORM WATER INFILTRATION SYSTEM EASEMENT AGREEMENT (the "Agreement") is made and entered into to be effective this 8<sup>th</sup> day of DECEMBER, 2005, and by and among the City of Madison, a Wisconsin municipal corporation (the "City"), Board of Regents of the University of Wisconsin System (the "University"), MGE Power West Campus, LLC, a Wisconsin limited liability company ("MGE Power") and Madison Gas and Electric Company ("MGE"). The University, MGE Power and MGE are hereinafter collectively referred to as "Grantee".

**RECITALS**

- A. City is the fee holder of certain real property in the City of Madison, Dane County that comprises the Odana Hills Golf Course (the "Golf Course").
- B. The University, MGE Power and MGE are respectively the co-owners and operator of the West Campus Cogeneration Facility, a new steam, chilled water, and electric cogeneration plant located immediately north of the existing University Walnut Street Heating Plant in Madison, Wisconsin, (the "Facility") which was constructed by MGE Construct LLC, an Affiliate of MGE ("MGE Construct").
- C. In connection with the operation of the Facility and the Walnut Street Heating Plant, surface water will be withdrawn from Lake Mendota and groundwater will be withdrawn from the Yahara River watershed both in connection with the operation of the Facility and the Walnut Street Heating Plant and to augment flow in the Yahara River.
- D. Pursuant to that certain State of Wisconsin Department of Natural Resources Conditional Water Loss Approval to the University of Wisconsin Madison and Madison Gas & Electric No. 3-SC-2003-13-314LR dated October 10, 2003 ("the Water Loss Approval") MGE and the University have the obligation to implement mitigation measures, including providing one or more infiltration sites designed to collectively achieve storm water infiltration of 80.4 million gallons per year.

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**4143776**

12/16/2005 10:08AM

Trans. Fee:  
Exempt #:

Rec. Fee: 55.00  
Pages: 23

**000268**

Return to:  
Michael J. Allen  
P.O. Box 27  
Sun Prairie, WI 53590

Parcel Identification No.  
251-0709-293-1101-0

23/55

- E. The required infiltration will be achieved by utilizing a storm water infiltration system, including a water intake, filter house, pumps, filter units, distribution pipe, infiltration field, secondary electric service line and other facilities connected therewith (the "Infiltration System") to be located on lands that facilitate the infiltration of water into the Yahara River Watershed.
- F. Locating the Infiltration System on the Golf Course, with the water intake located in the Odana Hills Pond will be mutually beneficial to the City and Grantee for the following reasons among others:
- a. The Infiltration System will benefit public storm water management, groundwater quantity and quality, and will enhance the storm water function and quality of the adjacent Odana Hills Pond;
  - b. The Infiltration System will:
    - i. help replenish the groundwater aquifer that supplies Lake Wingra and area springs, thereby re-establishing the more natural system that existed before the area was developed;
    - ii. reduce excess sediments and nutrients that flow out of Odana Pond through storm sewers into Lake Wingra, which will help improve water quality;
    - iii. manage the water level of the Odana Hills Pond, aiding restoration of native wetland vegetation that has been impacted by years of increasing storm water runoff and rising water levels; and
    - iv. demonstrate the benefits of storm water infiltration; and
  - c. The Golf Course has storm flow and infiltration capacity that exceeds the design amount required of MGE and the University under the Water Loss Approval
- G. To enable MGE Construct LLC and its agents to construct and install the Infiltration System upon a small portion of the Golf Course, to enable MGE Power and the University as co-owners of the Infiltration System (except for the secondary electric service line, which will be owned by MGE) to locate the Infiltration System in its installed location and to enable MGE and its agents to operate, maintain and repair the Infiltration System, Grantee desires to obtain an easement over, under, through and on a portion of the Golf Course owned by the City and the City desires to grant such easement to Grantee on the terms and conditions contained in this Agreement.

H. Within this Agreement, the term "Affiliate" shall mean (i) any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a party, and (ii) any Person that, directly or indirectly, is the beneficial owner of five percent (5%) or more of any class of equity securities of, or other ownership interests in, a party or of which the party is directly or indirectly the owner of five percent (5%) or more of any class of equity securities or other ownership interests. "Person" shall mean any individual, partnership, corporation, association, business, trust, government or political subdivision thereof, governmental agency or other entity.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** City grants to Grantee and to Grantee's authorized Affiliates, authorized agents, invitees, subcontractors and suppliers (collectively, "Agents") the right to enter and have access to the property described as follows: a part of Parcel No. 251-0709-293-1101-0. , whose location is shown on the attached Exhibit A and legally described as follows:

**Construction Easement Area.** See Exhibit A.

**Permanent Easement Area.** See Exhibit A.

The Permanent Easement is granted over the Permanent Easement Area for the purpose of the construction, reconstruction, installation, maintenance, repair and operation of the Infiltration System and all improvements related thereto constructed by or on behalf of Grantee, its Affiliates or Agents. Grantee, its Affiliates and Agents shall have the right to do the following within the Permanent Easement Area: (a) trench, excavate, grade, backfill and remove soil as needed to install the Infiltration System; provided, however, that Grantor and Grantee acknowledge that the locations of several of the pipe/utility routes were selected based upon the assumption that the pipe/utilities could be installed using directional drilling methods. Grantor and Grantee agree that if any open trench installations are needed, the portion of the Permanent Easement Area that relates to the such installations shall be modified in a manner that is reasonable and mutually agreeable to Grantor and Grantee; (b) construct and carry out all activities reasonably related to the construction of the Infiltration System, including erecting security fencing and signage, reasonable trimming and removal of vegetation to permit access, and water, erosion and sediment control; (c) pump water from Odana Hills Pond in accordance with the terms of any applicable permits or approvals issued by the Wisconsin Department of Natural

Resources; and (d) service and maintain the Infiltration System and all its components, including repairing and replacing such components as necessary. All of the foregoing activities shall collectively be known as the "Permitted Activities". The foregoing Permanent Easement also includes reasonable access over the Golf Course to the Permanent Easement Area and includes reasonable laydown space on adjacent areas of the Golf Course on a temporary basis after the initial construction and installation of the Infiltration System as may be necessary to accomplish the Permitted Activities. Reasonable access and reasonable laydown space shall be defined as being mutually agreeable between the Golf Supervisor and MGE, after notice by MGE to the Golf Supervisor of the need for access onto or across the Golf Course for reconstruction, maintenance or repair.

In addition to the Permanent Easement granted above, the City also grants to Grantee, its Affiliates and its Agents a Construction Easement over the Construction Easement Area, as designated on the attached Exhibit A for the purposes of mobilizing necessary equipment needed for the construction of the Infiltration System and conducting the Permitted Activities, storing equipment and materials, mobilizing and directing construction activities and generally using the Construction Easement Area for staging during the period of initial construction of the Infiltration System. This Construction Easement shall end upon the earlier of: (a) thirty (30) days after Grantee notifies the City of the completion of the Infiltration System; or (b) one (1) year from the effective date of this Agreement.

Notwithstanding the representations on the attached Exhibit A with respect to the location of various components of the Infiltration System, Grantee shall be permitted to move or relocate such components in the future if Grantee determines such relocation to be necessary, advisable or appropriate for Grantee's purposes so long as such relocation is wholly within the Permanent Easement Area. Notwithstanding the foregoing, Grantee shall notify the City of any such relocation at least ten (10) days prior to any such relocation.

2. **Grantee Responsibilities.** Grantee shall exercise its rights under this Agreement so as to minimize its interference with other park purposes, including but not limited to golf, carried on at the Golf Course. Grantee shall further be responsible for all costs and expenses associated with, related to or arising from conduct of the Permitted Activities, including loss of revenue if golf is disrupted. Grantee shall also be responsible for maintenance of all aspects of the Infiltration System, including prompt response to damage by vandalism, tagging or Acts of God. Grantee agrees to hold the City harmless from any and all claims arising from any breach of this Agreement or any negligent act, negligent omission, or intentional tort of Grantee, or its Affiliates or Agents (as provided under state statute) including, but not limited to liability associated with, related to or arising from construction and operation of the Infiltration System and conduct of the Permitted Activities.

Notwithstanding the foregoing, Grantee shall not be responsible for any liability arising from preexisting hazardous substances, pollution or contamination as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), Wisconsin statutes or other applicable federal or state laws governing hazardous substances, wastes or materials.

3. **Ownership Warranty.** The City warrants that it is the sole owner of the Construction Easement Area and Permanent Easement Area, with full power and authority to enter into this Agreement, and that no consent of any mortgagee or lienholder is necessary for the granting of the rights granted hereunder.

4. **Rights and Responsibilities of City.** City retains any rights with regard to the use of the Permanent Easement Area that are not inconsistent with the terms of this Agreement. However City shall not: (a) interfere with the Permitted Activities of Grantee or Grantee's Affiliates or Agents; (b) construct or install upon the Permanent Easement Area any structures; or (c) endanger or create any hazard to the Infiltration System. The City shall further cooperate in good faith with Grantee's efforts to carry out the Permitted Activities, including providing Grantee timely access as necessary to facilitate Grantee's efforts to promptly schedule and implement necessary maintenance and repairs to and any necessary replacement of any part of the Infiltration System.

5. **Restoration of Surface.** Grantee shall restore the surface disturbed by any construction or maintenance of any equipment located within the Construction Easement Area and Permanent Easement Area to its condition before the disturbance.

6. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land described herein and shall be binding upon, inure to the benefit of, and be enforceable by City and Grantee and their respective successors and assigns, but no interest in this Agreement shall be assigned without the written consent of the other parties. Notwithstanding the foregoing, or anything in this Agreement to the contrary, any party to this Agreement shall be entitled to assign its interests in this Agreement to an Affiliate or in connection with any merger, consolidation or restructuring transaction involving any of the persons comprising Grantee or any of their Affiliates upon written notice to the other parties to this Agreement.

7. **Non-Use.** Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement rights to the fullest extent authorized in this Agreement.

8 **Non-Discrimination, Workforce Utilization and Affirmative Action.**

a. **Non-Discrimination.** In the performance of the Work under this Agreement, Grantee agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Grantee further agrees not to discriminate against any subcontractor or person who offers to subcontract under this Agreement because of race, religion, color, age, disability, sex or national origin.

b. **Workforce Utilization.** Grantee agrees that, within thirty (30) days after the effective date of this Agreement, Grantee will provide to the City of Madison Department of Affirmative Action certain workforce utilization statistics, using a form to be furnished by the City.

If the Agreement is still in effect, or if the City enters into a new agreement with Grantee, within one year after the date on which the form was required to be provided, Grantee will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Department of Affirmative Action no later than one year after the date on which the first form was required to be provided.

Grantee further agrees that, for at least twelve (12) months after the effective date of this Agreement, it will notify the City of Madison Department of Affirmative Action of each of its job openings at facilities in Dane County for which applicants not already employees of Grantee are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. Grantee agrees to interview and consider candidates referred by the Department of Affirmative Action if the candidate meets the minimum qualification standards established by Grantee, and if the referral is timely. A referral is timely if it is received by Grantee on or before the date stated in the notice.

c. **Affirmative Action Articles**

**ARTICLE I.** Grantee shall take affirmative action in accordance with the provisions of this Agreement to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of

Grantee. Grantee agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Agreement.

**ARTICLE II.** Grantee shall in all solicitations or advertisements for employees placed by or on behalf of Grantee state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

**ARTICLE III.** Grantee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of Grantee's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

**ARTICLE IV.** (This article applies only to non-public works contracts.) Grantee agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. Grantee warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

- A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Agreement, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Agreement, it will complete a model affirmative action plan approved by the Madison Common Council.

MG+AF AA plan  
approved per  
AAD records  
11/29/05  
MDD.

**ARTICLE V.** (This article omitted as it applies only to public works contracts.)

**ARTICLE VI.** Grantee will maintain records as required by Section 3.58(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary

information, as provided in Section 3.58(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

**ARTICLE VII.** In the event of Grantee's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this Agreement or Sections 3.23 and 3.58 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this Agreement in whole or in part.
2. Declare Grantee ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from Grantee 0.5 percent of the Agreement award price for each week that such Party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Agreement price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from Grantee in the manner described above. The preceding sentence shall not be construed to prohibit Grantee from recovering the amount of such damage from the noncomplying subcontractor.

**ARTICLE VII.** (This article omitted as it applies only to public works contracts.)

**ARTICLE IX.** Grantee shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Agreement and shall document all good faith efforts. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this article.)

Notwithstanding anything in this Section 8 to the contrary, the references in this Section 8 to "Grantee" shall not apply to the University, who is exempt from the requirements of the City's Affirmative Action ordinance under Section 3.58(9)(a)2.h of the Madison General Ordinances.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

10. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be amended except by a written document executed and acknowledged by all parties to this Agreement or their successors and assigns, and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.



11. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. **Enforcement.** Enforcement of this Agreement 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 Agreement, either to restrain or prevent the violation or to obtain any other relief.

14. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Permanent Easement Area granted hereunder to the general public or for any public purposes whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

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

By:   
David J. Cieslewicz, Mayor

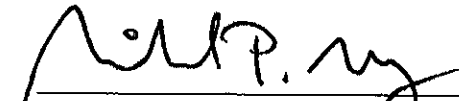
  
Ray Fisher, City Clerk

Countersigned:

  
Dean Brasser, City Comptroller

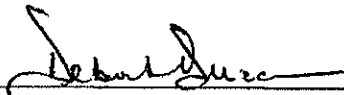
Approved as to Form

000277

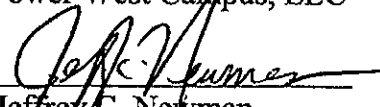
  
Michael P. May, City Attorney

**GRANTEE**

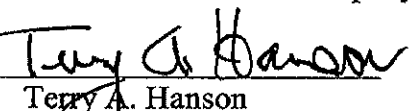
Board of Regents of the University of Wisconsin  
System

By:   
Deborah A. Durcan  
Vice President - Finance

MGE Power West Campus, LLC

By:   
Jeffrey C. Newman  
Manager

Madison Gas and Electric Company

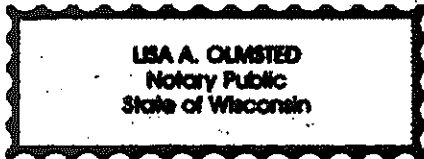
By:   
Terry A. Hanson  
Vice President & Chief Financial Officer

ACKNOWLEDGEMENT

000278

STATE OF WISCONSIN  
COUNTY OF DANE

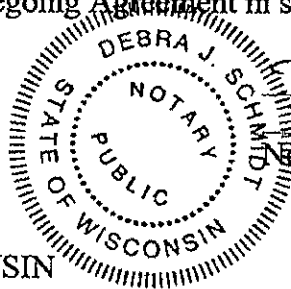
This instrument was acknowledged before me on this 30<sup>th</sup> day of November, 2005, the above named David J. Cieslewicz, to me known to be the Mayor of the City of Madison, who executed the foregoing Agreement in such capacity on behalf of the City.



Lisa A. Olmsted  
LISA A. Olmsted  
Notary Public  
My commission 2/3/06

STATE OF WISCONSIN  
COUNTY OF DANE

This instrument was acknowledged before me on this 22 day of November, 2005, the above named <sup>acting for</sup> ~~Ray Fisher~~ <sup>Mike Hurst</sup>, to me known to be the City Clerk of the City of Madison, who executed the foregoing Agreement in such capacity on behalf of the City.



Debra J. Schmidt  
Debra J. Schmidt  
Notary Public  
My commission 8/5/07

STATE OF WISCONSIN  
COUNTY OF DANE


This instrument was acknowledged before me on this 29<sup>th</sup> day of November, 2005, the above named Dean Brasser, to me known to be the City Comptroller of the City of Madison, who countersigned the foregoing Agreement in such capacity on behalf of the City.

Susan L. Aiello  
SUSAN L. AIELLO  
Notary Public  
My commission 06-04-07

STATE OF WISCONSIN  
COUNTY OF DANE

000279

This instrument was acknowledged before me on this 29<sup>th</sup> day of Nov., 2005, the above named Michael P. May, to me known to be the City Attorney of the City of Madison, who executed and approved the foregoing Agreement as to form in such capacity on behalf of the City.

  
Lara M. Mainella

Notary Public

My commission is permanent.

STATE OF WISCONSIN  
COUNTY OF DANE

This instrument was acknowledged before me on this 8<sup>th</sup> day of DECEMBER, 2005, the above named Deborah A. Durcan, to me known to be the Vice President - Finance of Board of Regents of the University of Wisconsin System, who executed the foregoing Agreement as such officer on behalf of the University.

  
Edward S. Alchuler


Notary Public

My commission is PERMANENT.

#### ACKNOWLEDGEMENT

STATE OF WISCONSIN  
COUNTY OF DANE

This instrument was acknowledged before me on this 2<sup>nd</sup> day of December, 2005, the above named Jeffrey C. Newman to me known to be the Manager of MGE Power West Campus, LLC, a Wisconsin limited liability company, who executed the foregoing Agreement in such capacity on behalf of the Company.

  
Siri A. Weston

Notary Public

My commission 05/04/08.

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN  
COUNTY OF DANE

This instrument was acknowledged before me on this 2<sup>nd</sup> day of December, 2005, the above named Terry A. Hanson to me known to be the Vice President and Chief Financial Officer of Madison Gas and Electric Company, a Wisconsin corporation, who executed the foregoing Agreement in such capacity on behalf of the Company.

Siri A. Weston  
Siri A. Weston  
Notary Public  
My commission 05/04/08.

This instrument drafted by:  
Michael J. Allen  
P.O. Box 27  
Sun Prairie, WI 53590

**EXHIBIT A**

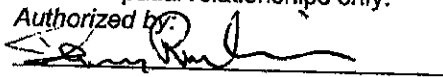
**See Attached**

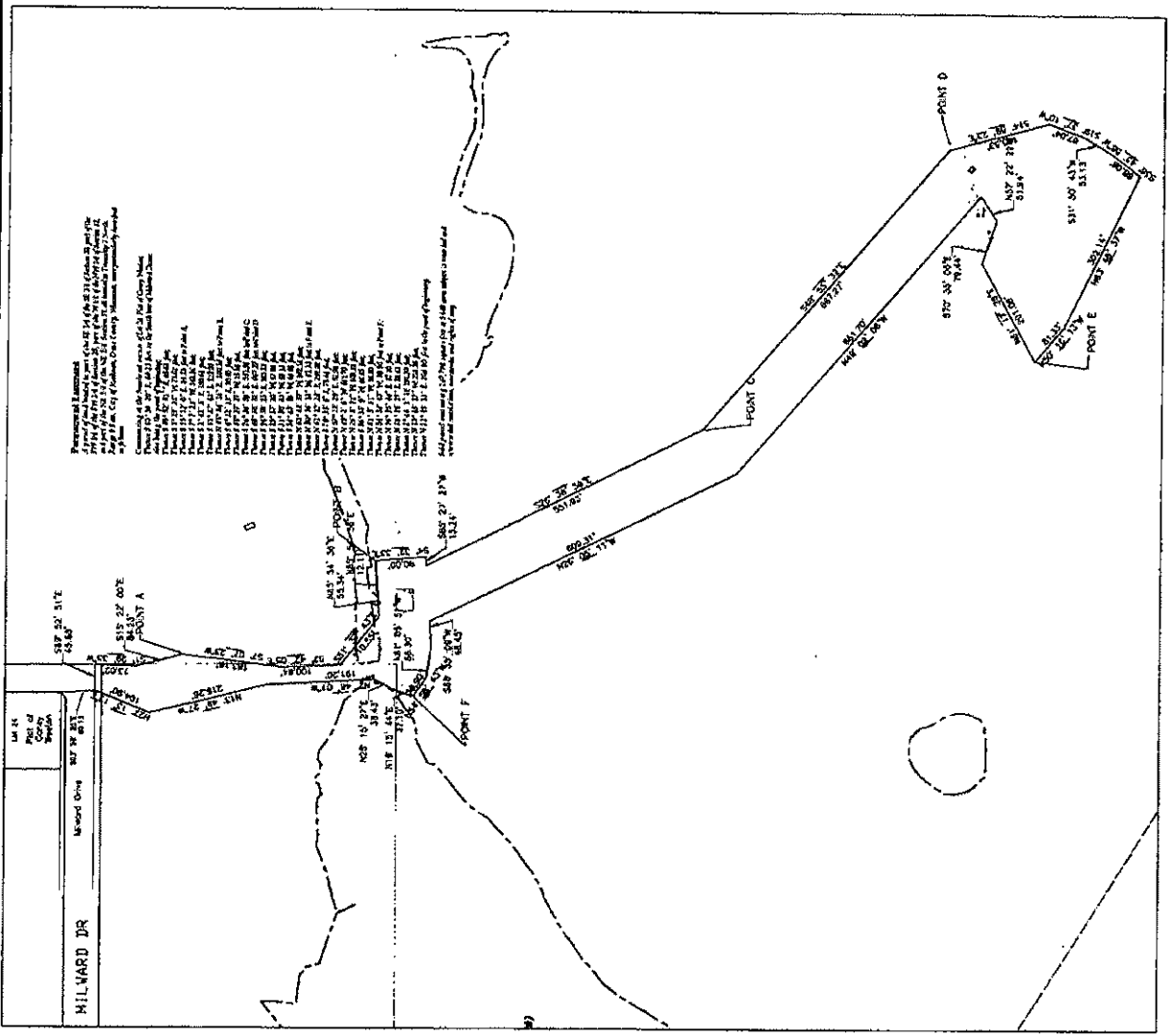
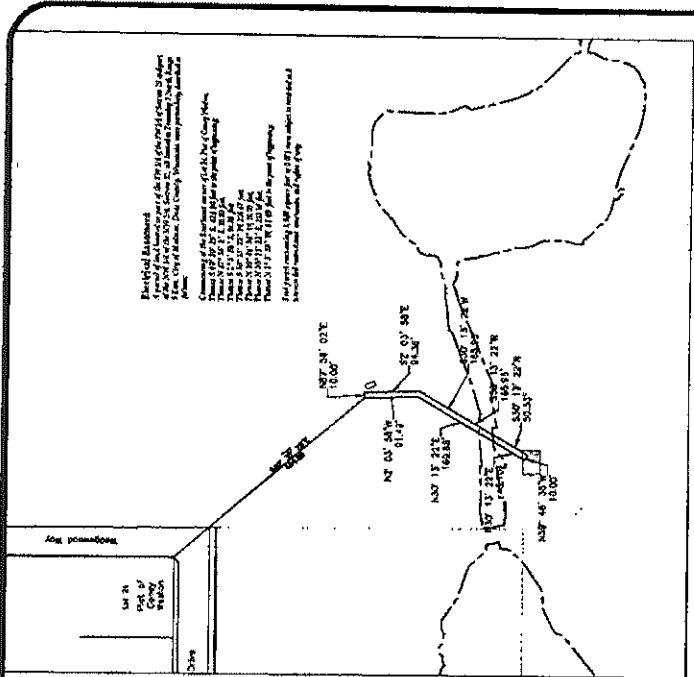
**000281**

*all pages:*

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

Authorized by:

A handwritten signature in black ink, appearing to be "Sam R. [unclear]", written over a horizontal line.



DRAFT

PROJECT Odiana Hills Recharge System	
SCALE: 1" = 100' Drawing No. 1006-001	Date: 11-11-05 1/2
Designer: Multiplanary Associates	Project No.:







**Exhibit A**  
**Permanent Easement Area & Construction Easement Area**

**Permanent Easement Area**

**Electrical Easement**

A parcel of land located in part of the SW 1/4 of the SW 1/4 of Section 29 and part of the NW 1/4 of the NW 1/4, Section 32, all located in Township 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of Lot 24, Plat of Coney Weston;  
 Thence S 40° 30' 29" E, 424.90 feet to the point of beginning;  
 Thence N 87° 56' 2" E, 10.00 feet;  
 Thence S 2° 3' 58" E, 94.38 feet;  
 Thence S 30° 13' 22" W, 216.47 feet;  
 Thence N 59° 46' 38" W, 10.00 feet;  
 Thence N 30° 13' 22" E, 213.58 feet;  
 Thence N 2° 3' 58" W, 91.49 feet to the point of beginning.

Said parcel containing 3,080 square feet or 0.071 acres subject to recorded and unrecorded restrictions, easements, and rights of way.

**Permanent Easement**

A parcel of land located in part of the SE 1/4 of the SE 1/4 of Section 30, part of the SW 1/4 of the SW 1/4 of Section 29, part of the W 1/2 of the NW 1/4 of Section 32, and part of the NE 1/4 of the NE 1/4, Section 31, all located in Township 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of Lot 24, Plat of Coney Weston;  
 Thence S 03° 36' 20" E, 60.13 feet to the South line of Milward Drive,  
 also being the point of beginning;  
 Thence S 89° 52' 51" E, 45.68 feet;  
 Thence S 1° 29' 35" W, 73.02 feet;  
 Thence S 15° 22' 0" E, 84.23 feet to Point A;  
 Thence S 7° 7' 23" W, 183.16 feet;  
 Thence S 2° 42' 5" E, 100.64 feet;  
 Thence S 51° 37' 43" E, 110.55 feet;  
 Thence N 85° 54' 36" E, 100.56 feet to Point B;  
 Thence S 4° 32' 33" E, 90.00 feet;  
 Thence S 85° 27' 27" W, 15.24 feet;  
 Thence S 26° 36' 59" E, 551.93 feet to Point C;

Thence S 48° 55' 32" E, 667.27 feet to Point D;  
 Thence S 14° 59' 23" E, 183.53 feet;  
 Thence S 19° 37' 10" W, 67.04 feet;  
 Thence S 31° 50' 43" W, 53.13 feet;  
 Thence S 36° 43' 58" W, 68.08 feet;  
 Thence N 63° 48' 37" W, 302.14 feet;  
 Thence N 50° 16' 13" W, 81.33 feet to Point E;  
 Thence N 61° 17' 28" E, 201.08 feet;  
 Thence S 70° 35' 6" E, 79.44 feet;  
 Thence N 57° 22' 29" E, 51.94 feet;  
 Thence N 49° 2' 6" W, 661.70 feet;  
 Thence N 26° 5' 11" W, 609.31 feet;  
 Thence S 86° 35' 9" W, 46.45 feet;  
 Thence N 81° 5' 51" W, 56.30 feet;  
 Thence N 54° 58' 43" W, 39.90 feet to Point F;  
 Thence N 16° 15' 44" E, 37.10 feet;  
 Thence N 28° 15' 27" E, 38.43 feet;  
 Thence N 2° 46' 1" W, 191.20 feet;  
 Thence N 13° 49' 27" W, 216.26 feet;  
 Thence N 22° 13' 13" E, 104.90 feet to the point of beginning.

Said parcel containing 247,794 square feet or 5.689 acres subject to recorded and unrecorded restrictions, easements, and rights of way.

#### **Construction Easement Area**

##### **Wedgewood Laydown (temporary)**

A parcel of land located in part of the SE 1/4 of the SE 1/4 of Section 30, and part of the SW 1/4 of the SW 1/4 of Section 29, all located in Township 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at previously described Point A;  
 Thence S 46° 39' 2" E, 209.62 feet;  
 Thence S 28° 37' 15" W, 87.72 feet;  
 Thence N 73° 36' 49" W, 138.76 feet;  
 Thence N 7° 7' 23" E, 183.16 feet to the point of beginning.

Said parcel containing 21,433 square feet or 0.492 acres subject to recorded and unrecorded restrictions, easements, and rights of way.

##### **Pumphouse SW (temporary)**

A parcel of land located in part of the NW 1/4 of the NW 1/4 of Section 32, and part of the NE 1/4 of the NE 1/4, Section 31, all located in Township 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at previously described Point F;  
 Thence S 54° 58' 43" E, 39.90 feet;  
 Thence S 81° 5' 51" E, 56.30 feet;  
 Thence N 86° 35' 9" E, 46.45 feet;  
 Thence S 26° 5' 11" E, 79.32 feet;  
 Thence S 70° 30' 47" W, 21.02 feet;  
 Thence S 75° 48' 50" W, 69.56 feet;  
 Thence N 63° 4' 49" W, 54.02 feet;  
 Thence N 18° 53' 41" W, 105.37 feet to the point of beginning.

Said parcel containing 11,402 square feet or 0.262 acres subject to recorded and unrecorded restrictions, easements, and rights of way.

**Pumphouse East (temporary)**

A parcel of land located in part of the SW 1/4 of the SW 1/4 of Section 29, part of the NW 1/4 of the NW 1/4 of Section 32, all located in Township 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at previously described Point B;  
 Thence N 85° 54' 36" E, 28.47 feet;  
 Thence S 4° 5' 24" E, 106.31 feet;  
 Thence S 60° 49' 23" W, 33.55 feet;  
 Thence N 26° 36' 59" W, 32.93 feet;  
 Thence N 85° 27' 27" E, 15.24 feet;  
 Thence N 4° 32' 33" W, 90.00 feet to the point of beginning.

Said parcel containing 3,435 square feet or 0.079 acres subject to recorded and unrecorded restrictions, easements, and rights of way.

**Infiltration Area Laydown/Golf Course Driveway (temporary)**

A parcel of land located in part of the SE 1/4 of the SW 1/4 of Section 29, and part of the NW 1/4 of Section 32, all located in Township 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at previously described Point D;  
 Thence N 48° 55' 32" W, 35.81 feet;  
 Thence N 44° 21' 55" E, 41.46 feet;

Thence S 77° 14' 12" E, 48.77 feet;  
Thence N 21° 47' 56" E, 56.60 feet;  
Thence N 46° 24' 9" E, 127.09 feet;  
Thence S 4° 38' 30" E, 162.72 feet;  
Thence S 26° 17' 33" W, 267.88 feet;  
Thence S 9° 47' 36" E, 49.20 feet;  
Thence S 25° 26' 13" E, 167.58 feet;  
Thence S 34° 40' 41" E, 95.77 feet;  
Thence S 27° 32' 47" E, 170.92 feet;  
Thence S 47° 30' 40" E, 26.25 feet;  
Thence N 88° 7' 55" E, 24.15 feet;  
Thence N 68° 16' 20" E, 21.28 feet;  
Thence N 27° 55' 23" E, 29.56 feet;  
Thence N 21° 18' 55" E, 52.93 feet;  
Thence N 25° 11' 54" E, 70.97 feet;  
Thence N 29° 58' 15" E, 64.61 feet;  
Thence N 28° 48' 27" E, 83.41 feet;  
Thence N 29° 44' 29" E, 68.61 feet;  
Thence N 28° 6' 1" E, 80.17 feet;  
Thence N 28° 42' 10" E, 59.46 feet;  
Thence N 32° 16' 19" E, 55.98 feet;  
Thence N 33° 20' 59" E, 70.73 feet;  
Thence N 38° 4' 31" E, 145.09 feet;  
Thence N 40° 52' 52" E, 196.72 feet;  
Thence N 46° 16' 59" E, 166.45 feet;  
Thence N 61° 55' 47" E, 154.58 feet;  
Thence N 63° 25' 22" E, 151.31 feet;  
Thence N 62° 23' 34" E, 192.42 feet;  
Thence N 59° 0' 32" E, 182.30 feet;  
Thence N 10° 45' 43" E, 192.50 feet;  
Thence N 24° 53' 36" W, 240.55 feet;  
Thence N 0° 20' 55" W, 315.59 feet;  
Thence N 10° 57' 22" W, 10.35 feet;  
Thence N 84° 41' 54" W, 117.35 feet;  
Thence N 1° 16' 48" E, 114.47 feet;  
Thence N 11° 18' 30" W, 39.12 feet;  
Thence N 25° 20' 36" W, 26.88 feet;  
Thence N 61° 29' 33" E, 76.54 feet;  
Thence N 28° 30' 27" W, 27.92 feet;  
Thence N 43° 59' 49" W, 191.83 feet;  
Thence N 22° 31' 48" W, 42.72 feet;  
Thence N 7° 32' 58" W, 139.62 feet;  
Thence N 14° 37' 49" E, 45.40 feet;

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Thence N 30° 15' 47" E, 174.79 feet;  
Thence N 17° 1' 31" E, 57.98 feet;  
Thence N 2° 14' 49" W, 55.10 feet to the South right of way line of Odana Road;  
Thence along said South right of way line S 87° 25' 59" E, 30.11 feet;  
Thence S 2° 14' 49" E, 57.67 feet;  
Thence S 17° 1' 31" W, 66.55 feet;  
Thence S 30° 15' 47" W, 174.15 feet;  
Thence S 14° 37' 49" W, 35.41 feet;  
Thence S 7° 32' 58" E, 129.79 feet;  
Thence S 22° 31' 48" E, 33.23 feet;  
Thence S 44° 1' 1" E, 190.03 feet;  
Thence S 28° 30' 27" E, 110.77 feet;  
Thence S 10° 57' 22" E, 180.09 feet;  
Thence S 0° 20' 55" E, 311.85 feet;  
Thence S 24° 53' 36" E, 243.67 feet;  
Thence S 10° 45' 43" W, 215.58 feet;  
Thence S 59° 0' 32" W, 196.62 feet;  
Thence S 62° 23' 34" W, 193.58 feet;  
Thence S 63° 25' 22" W, 151.19 feet;  
Thence S 61° 55' 47" W, 150.07 feet;  
Thence S 46° 16' 59" W, 160.92 feet;  
Thence S 40° 52' 52" W, 194.57 feet;  
Thence S 38° 4' 31" W, 144.36 feet;  
Thence S 33° 15' 50" W, 67.95 feet;  
Thence S 32° 16' 19" W, 54.78 feet;  
Thence S 28° 42' 10" W, 58.37 feet;  
Thence S 28° 6' 1" W, 80.44 feet;  
Thence S 29° 44' 29" W, 68.79 feet;  
Thence S 28° 48' 27" W, 83.47 feet;  
Thence S 29° 58' 15" W, 63.67 feet;  
Thence S 25° 11' 54" W, 68.71 feet;  
Thence S 21° 18' 55" W, 53.65 feet;  
Thence S 27° 55' 23" W, 42.32 feet;  
Thence S 68° 16' 20" W, 37.55 feet;  
Thence S 88° 7' 55" W, 41.63 feet;  
Thence N 47° 30' 40" W, 43.76 feet;  
Thence N 27° 32' 47" W, 174.33 feet;  
Thence N 34° 40' 41" W, 96.33 feet;  
Thence N 25° 26' 13" W, 174.13 feet;  
Thence N 9° 47' 36" W, 47.66 feet;  
Thence N 19° 37' 10" E, 56.44 feet;  
Thence N 14° 59' 23" W, 183.53 feet to the point of beginning.

Said parcel containing 181,376 square feet or 4.164 acres subject to recorded and unrecorded restrictions, easements, and rights of way.

**Boring Pit East (temporary)**

A parcel of land located in part of the NW 1/4 of the NW 1/4 of Section 32, Township 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at previously described Point C;  
 Thence N 26° 36' 59" W, 31.01 feet;  
 Thence N 60° 30' 18" E, 15.93 feet;  
 Thence S 35° 16' 36" E, 100.00 feet;  
 Thence S 55° 40' 17" W, 3.31 feet;  
 Thence N 48° 55' 32" W, 72.95 feet to the point of beginning.

Said parcel containing 1,390 square feet or 0.032 acres subject to recorded and unrecorded restrictions, easements, and rights of way.

**Boring Pit Access and Laydown (temporary)**

A parcel of land located in part of the NW 1/4 of the NW 1/4 of Section 32, and part of the NE 1/4 of the NE 1/4, Section 31, all located in Township 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at previously described Point E;  
 Thence S 76° 21' 52" W, 198.27 feet;  
 Thence N 82° 59' 31" W, 48.09 feet;  
 Thence S 68° 18' 54" W, 143.86 feet;  
 Thence N 83° 39' 32" W, 44.61 feet;  
 Thence N 28° 36' 24" W, 33.99 feet;  
 Thence N 9° 30' 57" W, 304.08 feet;  
 Thence N 32° 16' 19" E, 48.67 feet;  
 Thence N 59° 19' 9" E, 114.45 feet;  
 Thence N 53° 52' 37" E, 71.78 feet;  
 Thence N 47° 33' 35" E, 71.64 feet;  
 Thence N 24° 1' 19" E, 70.85 feet;  
 Thence N 23° 18' 1" W, 31.88 feet;  
 Thence S 76° 4' 37" W, 519.47 feet;  
 Thence N 50° 34' 14" W, 72.75 feet;  
 Thence N 69° 0' 59" E, 234.67 feet;  
 Thence N 77° 20' 56" E, 342.64 feet;  
 Thence S 26° 5' 114" E, 81.44 feet;

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Thence S 49° 2' 64" E, 47.10 feet;  
Thence S 60° 13' 40" W, 33.43 feet;  
Thence S 28° 13' 49" W, 74.83 feet;  
Thence S 47° 33' 35" W, 76.45 feet;  
Thence S 53° 52' 37" W, 73.84 feet;  
Thence S 59° 19' 9" W, 110.59 feet;  
Thence S 32° 16' 19" W, 36.23 feet;  
Thence S 9° 30' 57" E, 293.08 feet;  
Thence S 28° 36' 24" E, 20.20 feet;  
Thence S 83° 39' 32" E, 29.19 feet;  
Thence N 68° 18' 54" E, 143.99 feet;  
Thence S 82° 59' 31" E, 49.47 feet;  
Thence N 75° 48' 31" E, 203.27 feet;  
Thence S 79° 34' 11" E, 30.15 feet;  
Thence S 61° 17' 28" W, 37.35 feet to the point of beginning.

Said parcel containing 70,018 square feet or 1.607 acres subject to recorded and unrecorded restrictions, easements, and rights of way.