

EXHIBIT B
Overview Map and Option Property

Part of the Northeast Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter, part of the Southwest Quarter of the Northwest Quarter, the Southwest Quarter of the Southeast Quarter of Section 25, part of the Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter of Section 36, all located in Township 7 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

Beginning at the Northeast Corner of Section 36; thence South 00°14'45" West, along the East line of the Northeast Quarter of Section 36, 886.93 feet to the Northeast corner of Certified Survey Map 6623 recorded in Volume 32 of Certified Survey Maps on Pages 272 and 273 as Document 2311328; thence South 70°11'29" West, along the North line of said Certified Survey Map 6623, 1,408.95 feet to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 36; thence South 87°59'24" West, along the South line of said Northwest Quarter of the Northeast Quarter, 1,324.74 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter; thence North 00°21'33" West, along the West line of said Northwest Quarter of the Northeast Quarter, 1,320.13 feet to the South Quarter Corner of said Section 25; thence North 00°20'47" East, along the West line of the Northeast Quarter of said Section 25, 2,648.86 feet to the Center Quarter Corner of said Section 25; thence North 00°20'12" East, along the West line of the Northeast Quarter of said Section 25, 436.32 feet to the Southerly right of way line of United States Highway 12 and 18 as described in the State of Wisconsin Transportation Project Plat 3080-01-26; thence along said Southerly right of way line for the next 16 courses; South 72°02'15" East, 445.53 feet; South 65°27'59" East, 156.63 feet; South 71°33'05" East, 400.03 feet; South 75°52'43" East, 318.21 feet; South 72°02'15" East, 80.04 feet; North 88°14'23" East, 288.49 feet; South 00°26'49" West, 95.01 feet; South 69°45'02" East, 196.57 feet; South 67°27'49" East, 178.16 feet; South 61°23'44" East, 100.00 feet; South 49°15'34" East, 100.00 feet; South 37°07'25" East, 100.00 feet; South 24°59'16" East, 100.00 feet; South 12°57'08" East, 98.35 feet; South 06°59'06" East, 75.62 feet to the West right of way line of County Highway AB; thence South 00°24'10" West, along said West right of way line, 444.86 feet to the South line of the Northeast Quarter of the Southeast Quarter of Section 25; thence North 88°09'25" East, along said South line, 33.02 feet to the East line of the Southeast Quarter of said Section 25; thence South 00°24'10" West, along said East line, 1,319.38 feet to the Point of Beginning.

These described lands hereof, contain 10,074.391 square feet or 231.28 acres, more or less, and is subject to restrictions, reservations, rights of way and easements of records.

LEGEND

FOUND SECTION CORNER

100.00' MEASURED BEARING OR DISTANCE

SECTION LINE

QUARTER LINE

SIXTEENTH LINE

RIGHT OF WAY LINE

PROPERTY LINE

MUNICIPAL BOUNDARY

OWNER'S PROPERTY LINE

PROPOSED WISDOT STORM

WATER PONDS

LIMITS OF WASTE

NORTHEAST CORNER
SPRUE WATERS COUNTY WASH
E 85789.86

NORTH 1/4 CORNER
TRUE CORNER COMPUTER FROM
MADISON
N 47339.71
E 85254.86
(E 85254.86)

NORTHWEST CORNER
BRASS CAP MONUMENT
N 47339.71
E 85254.86
(E 85254.86)

WEST 1/4 CORNER
BRASS CAP MONUMENT
N 47339.71
E 85254.86
(E 85254.86)

NORTHWEST CORNER
TRUE CORNER COMPUTER FROM
MADISON
N 47339.71
E 85254.86
(E 85254.86)

WEST 1/4 CORNER
SECTION 36-07-10
BRASS CAP MONUMENT
N 46582.38
E 85256.87
(E 85256.87)

NOT PRINTED TO SCALE

NOTES

BEARINGS FOR THIS MAP ARE REFERENCED TO THE EAST LINE OF THE LINE OF THE NORTHEAST QUARTER OF SECTION 36 MEASURED TO BEAR SOUTH 00°14'45" WEST ON THE WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE) NAD83(2011). DISTANCES SHOWN ARE GROUND DISTANCES.

150 75 0 75 150 300 FT

SCALE IN FEET

Dane County Sustainability Campus
and Option Property

REVISIONS

Drawn: CJS

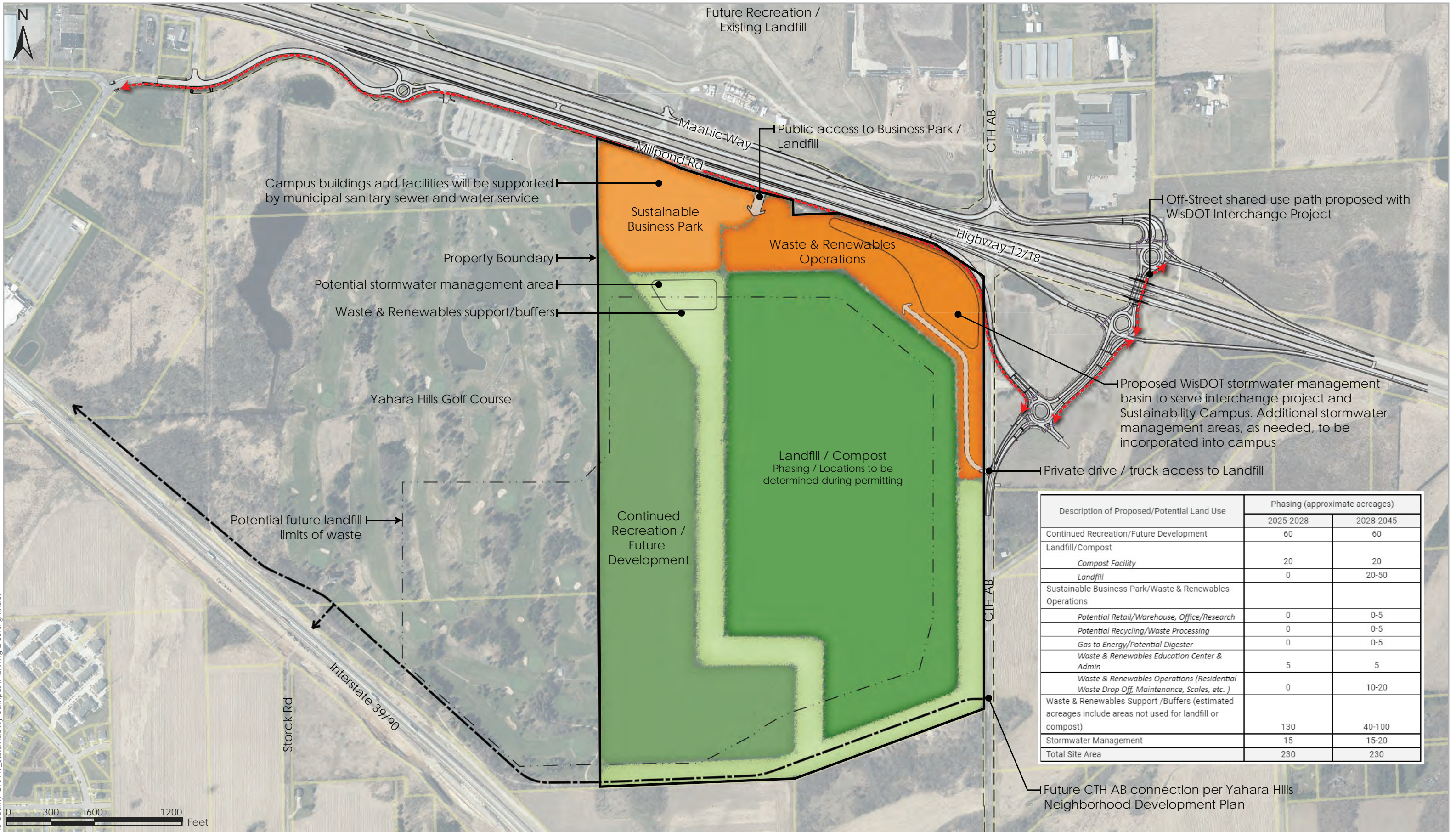
Scale: 1" = 300'

Date: 02/09/2022

SHEET NUMBER 1 OF 1

EXHIBIT C
Conceptual Site Plans

Document Path: M:\Dane County\210417_Sustainability Campus\Planning & Zoning\Maps



Description of Proposed/Potential Land Use	Phasing (approximate acreages)	
	2025-2028	2028-2045
Continued Recreation/Future Development	60	60
Landfill/Compost		
<i>Compost Facility</i>	20	20
<i>Landfill</i>	0	20-50
Sustainable Business Park/Waste & Renewables Operations		
<i>Potential Retail/Warehouse, Office/Research</i>	0	0-5
<i>Potential Recycling/Waste Processing</i>	0	0-5
<i>Gas to Energy/Potential Digester</i>	0	0-5
<i>Waste & Renewables Education Center & Admin</i>	5	5
<i>Waste & Renewables Operations (Residential Waste Drop Off, Maintenance, Scales, etc.)</i>	0	10-20
Waste & Renewables Support /Buffers (estimated acreages include areas not used for landfill or compost)	130	40-100
Stormwater Management	15	15-20
Total Site Area	230	230

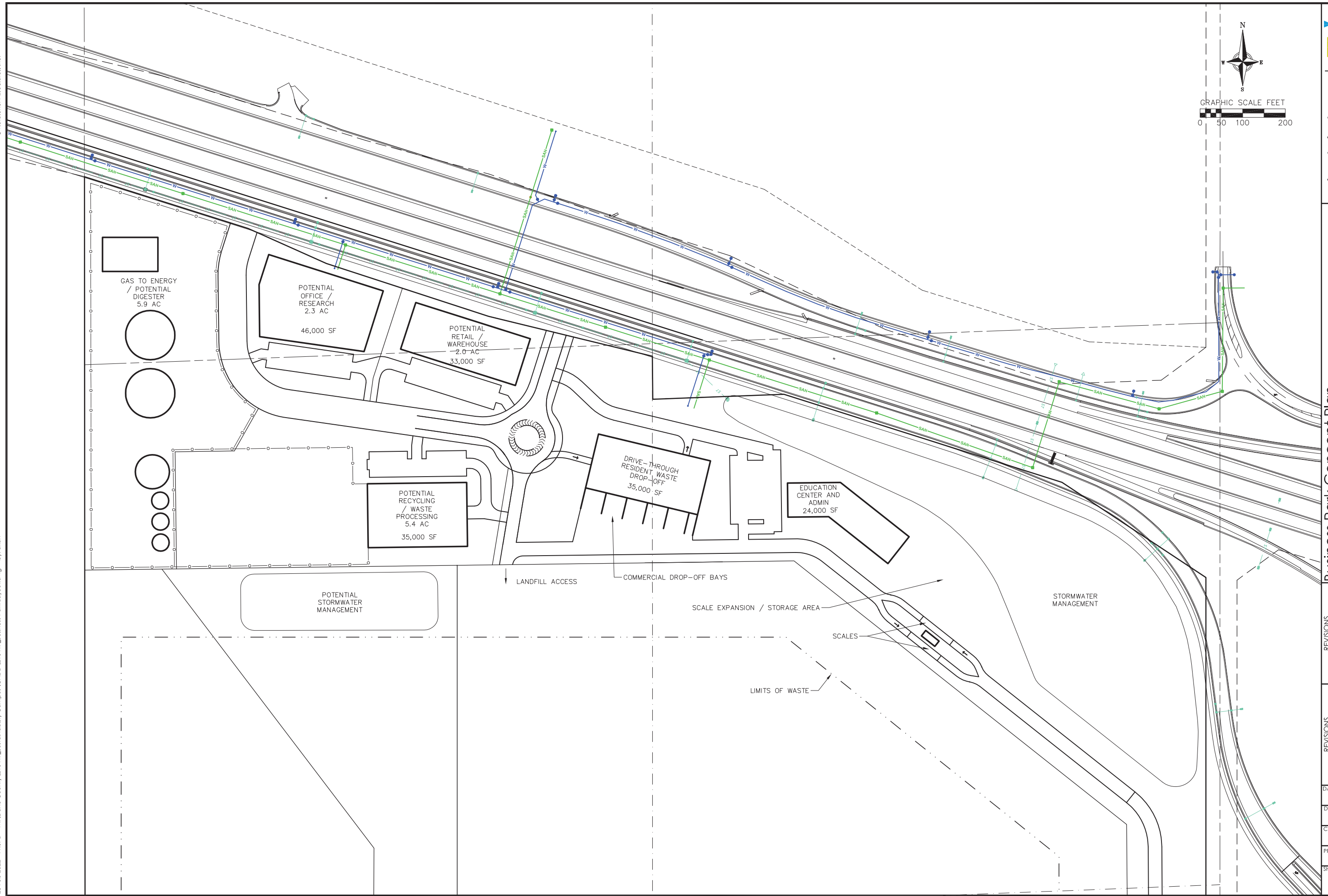


Preliminary Site Plan

Dane County Department of Waste & Renewables
Dane County Sustainability Campus
March 1, 2022

vierbicher
planners engineers advisors





DATE		02/28/2022	
DRAWN BY		AKAN	
CHECKED BY		TSCH/RHOL	
PROJECT NO.		210417	
SHEET		1 OF 1	

EXHIBIT D
Purchase And Sale Agreement

PURCHASE AND SALE
AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the 1 day of June, 2022, by and between the County of Dane, a Wisconsin quasi-municipal corporation ("Buyer"), and City of Madison., a Wisconsin municipal corporation ("Seller").

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer and Seller ("Parties") hereto covenant and agree as follows:

1. The Property. The Buyer shall purchase and the Seller shall sell and convey by Quit Claim Deed ("Deed") fee simple title to approximately 231.82 acres of real property, along with all improvements, legally described and depicted on attached Exhibit A ("Property").
2. Effective Date. The "Effective Date" shall be the date first stated above, which shall be the date of the last signature signed accepting this Agreement.
3. Conveyance. The Buyer shall purchase and the Seller shall sell and convey by Warranty Deed ("Deed") fee simple title to the Property free and clear from all liens and encumbrances excepting the following: municipal and zoning ordinance, and a temporary limited easement granted to the Wisconsin Department of Transportation for the purposes of a highway construction project, the terms of which are set forth in the deed recorded as Doc. No. 5811285 with the Dane County Register of Deeds on February 9, 2022.
4. Purchase Price. The total purchase price of the Seller's interest in the Property ("Purchase Price") shall be \$24,000 per acre based on a final agreed upon survey. The Purchase Price shall be payable in cash at the time of sale ("Closing"), subject to the adjustments and prorations provided herein.
5. Leaseback. The Buyer shall grant lease(s) to the Seller to use mutually agreed upon portions of the property for the Seller's continued golf operation. These leases shall include 1) a lease to allow 36 holes through the 2024 season, 27 holes of golf through the 2025 season, and 18 holes of golf through at least the 2042 season, and 2) a lease to allow for continued use of the existing golf maintenance building through the 2028 season.
6. Grant of Easement. The Buyer shall grant a temporary limited access easement to the Seller in order to allow Seller to relocate and remove its irrigation system.
7. Option to Purchase Additional Land. As described in the Development Agreement, the Seller shall grant an "option" for the Buyer to purchase additional lands adjacent to the property in the future, which shall include sale conditions agreed upon by both parties. The Property and the option lands are depicted on the map attached hereto as Exhibit B.

8. Personal Property. The transaction contemplated by this Agreement does not include any personal property.
9. Delivery of Documents. Within thirty (30) days of the Effective Date, the Seller will reproduce at the Seller's expense and send to the Buyer all lease agreements, service contracts, environmental studies, reports, surveys, permits, applications, building inspections, and remediation plans or assessments of the Property and all studies, reports, plans or assessments related to the condition of the Property in the Seller's possession or control.
10. Limited Representations and Warranties; AS-IS Condition. Except as otherwise provided in the Agreement, the Buyer shall purchase the Property in "AS-IS, WHERE-IS" condition and "with all faults," and shall agree that it relied upon no warranties, representations or statements by the Seller, their agents or employees, in entering into the Agreement or in closing the transaction described herein. Except as provided in Paragraph 11 below, the Buyer's closing on the acquisition of the Property shall constitute conclusive evidence that the Buyer is satisfied with the condition of and title to the Property.
11. Due Diligence Period. The Buyer shall have one hundred twenty (120) days from the Effective Date ("Due Diligence Period") to review, test and inspect all aspects of the Property, at its sole cost and expense. If within the Due Diligence Period the Buyer determines, in its sole discretion, that it does not desire to purchase the Property, the Buyer may provide written notice to the Seller of such desire and the Agreement shall terminate immediately.

If the Buyer does not provide written notice terminating the Agreement on or prior to the one hundred twentieth (120th) day of the Due Diligence Period, the Agreement shall remain in full force and effect, the Buyer shall accept the Property as-is, and the Parties shall proceed to close the transaction as provided herein.

Should the Buyer desire to close prior to the end of the Due Diligence Period, the Buyer may provide the Seller with written notice of its intent to do so. The provision of such notice by the Buyer shall not affect the terms contemplated in the Agreement, except that the Closing date shall occur within ninety (90) days from the date the Seller receives such notice, unless the Parties agree in writing to another date.

The Due Diligence Period may be extended upon written agreement of the Parties.

12. Inspections and Testing. The Buyer and the Buyer's authorized agents, contractors, and engineers shall be permitted access to the Property for the purpose of conducting inspections and testing, including, but not limited to, a review of the National Environmental Policy Act, Phase 1 environmental assessment, and any other inspections deemed necessary for landfill operations by the Buyer. Access shall be at reasonable times with advance notice to Seller and be conducted in a manner so as to not unreasonably interfere with any occupant/tenant of the Property.

13. Zoning/Land Use/Permitting. The Buyer and Seller shall work cooperatively in obtaining land use, zoning approvals and required permits during and after the Due Diligence Period.
14. Repurchase Option. In the event that land use permits are denied and/or the property is found to be unsuitable for landfill purposes or a landfill operating license is not issued, the Seller may purchase all or portions of the property from the Buyer. The repurchase option shall not include any lands that are developed and used by the County as a compost site or as a sustainable business park.

Prior to 2025, the repurchase price shall be \$24,000 per acre.

Beginning on January 1, 2025, the repurchase price shall be the fair market value of the property as agreed to by the Parties, or as follows:

- a. If the Parties cannot agree on a repurchase price, an initial appraisal shall be done at County expense. If the City agrees with the price, that price shall be the repurchase price.
- b. If the City disagrees with the initial appraisal, the City may obtain a second appraisal, at its own expense. If the Parties are still unable to agree, then the repurchase price shall be established by an agreement of the two appraisers. If the County and City appraisers cannot agree on a price:
 - 1) But the lower of the appraised fair market values is ninety (90) percent or more of the higher value, the repurchase price shall be the average of the fair market values determined by said appraisals.
 - 2) But the lower of the appraised market values is less than ninety (90) percent of the higher, a third appraiser shall be selected by the Parties. The third appraiser shall review the existing appraisal reports and determine the fair market value of the property. The two appraisals which are closest to each other in determining fair market value shall be selected and averaged to derive the fair market value that will establish the repurchase price and that shall be binding for these purposes upon the County and the City. The cost for the third appraisal shall be paid by the County, with half the cost thereof reimbursed at the time of closing on the repurchase.
15. Access to Property. The Buyer will be permitted to enter the Property at times agreed to by the Seller, for the purpose of familiarizing itself with the property and facilities and planning for occupancy.
16. Title Insurance. The Seller shall provide to the Buyer, at the Seller's expense, within thirty (30) days prior to Closing a commitment from an agreed upon Title Company ("Title Company") to issue an ALTA Owner's Title Insurance Policy in the amount of the Purchase Price upon the recording of proper documents, together with a gap endorsement and owner's affidavit. The commitment shall show title to the Property, as of a date no

more than fifteen (15) days before such title proof is provided to the Buyer, to be in the condition called for in the Agreement, and further subject only to liens or judgments which will be paid out of the proceeds of the Closing and to any exceptions acceptable to the Buyer. The Buyer shall notify the Seller of any valid objection to title, in writing, prior to Closing. The Seller shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections and Closing shall be extended as necessary for this purpose. Should the Seller be unable or unwilling to carry out the Agreement by reason of a valid legal defect in title which the Buyer is unwilling to waive, the Agreement shall be void.

17. Survey. Any survey of the Property including, but not limited to, an ALTA/ACSM Land Title Survey that meets the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys effective February 23, 2016 that is required to eliminate all survey related exceptions to the title insurance policy, certified as of a current date in favor of the Buyer and the Title Company providing the title insurance described in Paragraph 16 shall be at the sole cost and expense of the Buyer.
18. Commissions. The Parties represent that neither has entered into any contracts with any brokers or finders nor have the Parties obligated themselves to pay any real estate commissions or finders' fees on account of the execution of the Agreement or the close of the transaction contemplated therein. The provisions of this Paragraph 18 shall survive any expiration or termination of the Agreement and shall not merge into any deed delivered and accepted upon the closing of the transaction therein contemplated.
19. Approvals.
 - a. Prior to Closing, the Seller shall obtain authorization from the City of Madison Common Council for the approval and execution of this Agreement by the City.
 - b. Prior to Closing, the Buyer shall obtain approval from the Dane County Board of Supervisors and the Dane County Executive.
 - c. If approvals are not obtained, this Agreement shall be considered null and void by the Parties and the Parties agree to renegotiate the Agreement.
20. Closing.
 - a. Closing shall occur on or before ninety (90) days from (a) the expiration of the Due Diligence Period; or (b) the date of the Seller's receipt of notice from the Buyer requesting an earlier Closing date; or (c) such other date agreed to in writing by the Parties.
 - b. The Seller agrees to execute and deliver to the Buyer at Closing the Deed conveying the Property to the Buyer free and clear from all liens, judgments and encumbrances, excepting the following: Municipal and zoning ordinances and agreements entered into, easements; neighborhood plans; recorded building and use restrictions and covenants; taxes for the year of Closing if applicable; and all other matters of record or that would be disclosed by a complete and accurate ALTA survey of the property which are not objected to or waived by the City as further set forth in the Agreement.

- c. The Seller shall be responsible for any existing special or area assessments or any other charges payable to any municipality or utility with regard to the Property as of the Closing date. Seller shall not retroactively special assess the Property for the County Highway AB interchange project. Buyer is responsible for any future special assessments
 - d. The Buyer and Seller shall pay closing fees due that are typical of Buyer and Seller in Wisconsin in connection with conveyance of the Property.
21. Representations. The Seller, to the best of Seller's knowledge, represents the following:
- a. No Prior Right to Purchase. No party has any option, right of first refusal or similar right to purchase all or any portion of the Property.
 - b. No Adverse Possessors. There are no parties in possession of any portion of the Property as tenants at sufferance or trespassers.
22. Miscellaneous.
- a. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties.
 - b. Benefit and Burden. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, personal representatives, successors, and assigns. The provisions herein contained shall survive Closing and delivery of the Deed.
 - c. Entire Agreement. This Agreement contains the entire agreement between the Parties and any modification, alteration or addendum to this Agreement shall be valid only when written and executed by both Parties.
 - d. Conflicting Terms. As noted herein, other Agreements relating to the Property will be entered into by the Parties contemporaneously with this Agreement. In the event of any inconsistency, conflict or ambiguity as to the rights and obligations of the Parties under this Agreement or the related agreements, it is the intent of the Parties that the terms of this Agreement shall control and supersede any such inconsistency, conflict or ambiguity as to the subject matters contained herein.
 - e. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives.
 - f. Counterparts and Transmittal of Signatures. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the

same Agreement. A signed copy of the Agreement transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

- g. Severability. If any non-material part, paragraph, or article of this Agreement shall be determined to be invalid, or otherwise unenforceable, the validity of all the remaining parts, paragraphs, and articles shall not be affected thereby. Any such non-material parts, paragraphs, or articles shall be deemed severable.
- h. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of or applicable to the State of Wisconsin.
- i. Headings. The headings of the paragraphs in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

BUYER: COUNTY OF DANE



Joseph T. Parisi, County Executive



Scott McDonell, County Clerk

5-23-22
Date

5-25-22
Date

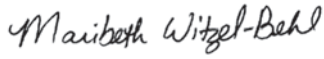
SELLER: CITY OF MADISON



Satya Rhodes-Conway, Mayor

06/01/2022

Date



Maribeth Witzel-Behl, City Clerk

05/23/2022

Date

Countersigned:



David P. Schmiedicke, Finance Director

05/31/2022

Date

Approved as to form:



Michael Haas, City Attorney

5/31/22

Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00319, ID No. 70597, adopted by the Common Council of the City of Madison on May 10, 2022.

EXHIBIT A
Legal Description of Property

Part of the Northeast Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter, part of the Southwest Quarter of the Northeast Quarter, the Southwest Quarter of the Southeast Quarter of Section 25, part of the Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter of Section 36, all located in Township 7 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

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thence South 87°59'24" West, along the South line of said Northwest Quarter of the Northeast Quarter, 1,324.74 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter;
thence North 00°21'33" West, along the West line of said Northwest Quarter of the Northeast Quarter, 1,320.13 feet to the South Quarter Corner of said Section 25;
thence North 00°20'47" East, along the West line of the Southeast Quarter of said Section 25, 2,648.86 feet to the Center Quarter Corner of said Section 25;
thence North 00°20'12" East, along the West line of the Northeast Quarter of said Section 25, 436.32 feet to the Southerly right of way line of United States Highway 12 and 18 as described in the State of Wisconsin Transportation Project Plat 3080-01-26;
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South 72°02'15" East, 445.53 feet;
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South 75°52'43" East, 318.21 feet;
South 72°02'15" East, 80.04 feet;
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These described lands hereof, contain 10,074,391 square feet or 231.28 acres, more or less, and is subject to restrictions, reservations, rights of way and easements of records.

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FOUND SECTION CORNER

100.00'

MEASURED BEARING OR DISTANCE

SECTION LINE

QUARTER LINE

SIXTEENTH LINE

RIGHT OF WAY LINE

PROPERTY LINE

MUNICIPAL BOUNDARY

OWNER'S PROPERTY LINE

PROPOSED WISDOT STORM

WATER PONDS

LIMITS OF WASTE

NORTHEAST CORNER
SPUR WANE COUNTY WASHIER
E 85789.86

NORTH 1/4 CORNER
TRUE CORNER COMPUTED FROM
ADJACENT LAND TIES
N 73397.74
E 86254.68
(E 86254.68)

NORTHWEST CORNER
BRASS CAP MONUMENT
N 47327.19
E 85254.68
(E 85254.68)

LOT 1
CSM 15636
9,603.708 SF, 220.47 ACRES
EXISTING DANE
COUNTY
LANDFILL

WEST 1/4 CORNER
BRASS CAP MONUMENT
N 47068.99
E 85253.39
(E 85253.39)

WEST 1/4 CORNER
SECTION 36
TRUE CORNER FROM
ADJACENT LAND TIES
N 48801.39
E 85253.10
(E 85253.10)

NORTHWEST CORNER
SECTION 36
TRUE CORNER FROM
ADJACENT LAND TIES
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(E 85253.10)

WEST 1/4 CORNER
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TRUE CORNER FROM
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(E 85253.10)



NOTES
BEARINGS FOR THIS MAP ARE REFERENCED TO THE
EAST LINE OF THE LINE OF THE NORTHEAST
QUARTER OF SECTION 36 MEASURED TO BEAR
SOUTH 00°14'45" WEST ON THE WISCONSIN COUNTY
COORDINATE SYSTEM (DANE ZONE) NAD83(2011).
DISTANCES SHOWN ARE GROUND DISTANCES.

Dane County Sustainability Campus
and Option Property

REVISIONS

Drawn: CJS

Scale: 1" = 300'

Date: 02/09/2022

SHEET
NUMBER 1 OF 1

NOT PRINTED TO SCALE

EXHIBIT E
Golf Course Leasebacks

Exhibit E.1. Golf Ground Lease (36 Hole, 27 Hole and 18 Hole)

Exhibit E.2. Maintenance Building Lease

Exhibit E.3. Temporary Limited Easement – Irrigation System Modifications

EXHIBIT E.1
Golf Lease (36 Hole, 27 Hole and 18 Hole)

Dane County Contract Cover Sheet

Revised 01/2022

RES 440

Dept./Division	Dane County Department of Waste and Renewables		
Vendor Name	City of Madison	MUNIS #	
Brief Contract Title/Description	Ground Lease at the Yahara Hills Golf Course		
Contract Term	10/31/2042		
Contract Amount	\$1.00 per year		

Contract # Admin will assign	14746
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	John Welch	Name	City of Madison-Office of Real Estate
Phone #	608-516-4154	Phone #	
Email	welch@countyofdane.com	Email	ores@cityofmadison.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)		
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	440
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2021

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 5/4/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, May 4, 2022 11:13 AM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14746
Attachments: 14746.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/4/2022 11:18 AM	Approve: 5/4/2022 11:18 AM
	Gault, David	Read: 5/4/2022 11:16 AM	Approve: 5/4/2022 11:16 AM
	Patten (Purchasing), Peter		Approve: 5/4/2022 11:24 AM
	Lowndes, Daniel		
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14746
Department: Waste & Renewables
Vendor: City of Madison
Contract Description: Ground Lease at the Yahara Hills Golf Course (Res 440)
Contract Term: until 10/31/42
Contract Amount: \$1.00/year

Thanks much,
Michelle

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

Goldade, Michelle

From: Lowndes, Daniel
Sent: Thursday, May 5, 2022 9:48 AM
To: Goldade, Michelle
Subject: Approve: Contract #14746

2021 RES-440

AUTHORIZING THE PURCHASE OF LAND FOR COUNTY LANDFILL AND
SUSTAINABILITY CAMPUS FROM THE CITY OF MADISON

Dane County's Rodefild Landfill, located on US Highway 12/18 and County Highway AB, has an estimated 10 years of capacity remaining and a new location is needed for the County to continue to provide local waste management services. Dane County (County) and the City of Madison (City) have mutual interests in managing solid waste locally, which is a more environmentally sustainable and cost effective approach.

The County and the City have negotiated the purchase of a portion of the Yahara Hills Golf Course, located directly south of the existing landfill across US Highway 12/18. This property provides approximately 232 acres of land to accommodate a Sustainability Campus which will include: a future landfill, composting operation, and a sustainable business park. The intent of the Sustainability Campus is to create opportunities for education, reuse, repair, recycling, research and other activities that will ultimately prevent or divert waste.

The negotiated purchase price for the land is \$24,000/acre. As part of the purchase, the County and the City have agreed upon the terms of a Sustainability Campus and Landfill Development Agreement (Development Agreement) in which the parties will cooperate in the development of the landfill and the Sustainability Campus. Per the Development Agreement, the parties will work jointly in obtaining land use approvals and the permits for construction and operation of the landfill and compost site. W&R and the City will also apply for an amendment to the neighborhood development plan and full inclusion in the Central Urban Service Area to extend water and sewer to the site.

The Development Agreement also addresses joint cooperation in identifying goals of the Sustainability Campus and developing measurable metrics that will serve as a condition for a possible future sale of additional adjacent lands to the County. The Parties have also agreed upon the terms of a revised and amended Solid Waste Agreement to address the City's use and fees at the current Rodefild Landfill and proposed landfill through 2032. The Parties have also agreed upon the terms of a Yahara Area Intergovernmental Agreement to establish cooperation and alignment between the Parties on broader development goals in the Yahara Hills neighborhood.

As planning and permitting for the site will take time, the County will allow the City to continue operating its golf course on a portion of the property for a limited time. In order to accommodate the City's golf course needs and the County's construction plans, the County will lease back portions of the property to the City for the fee of \$1/year. The leased back portions of the property will shrink in time as construction moves forward. Additionally, the County will grant an access easement to the City to relocate its irrigation system as the golf course changes.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Board of Supervisors and the Dane County Executive hereby authorize the purchase of approximately 232 acres from the City for \$24,000/acre according to a survey and any miscellaneous costs associated with the transaction per Wis. Stats Chapter 27.03(3); and

THEREFORE, BE IT FURTHER RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to enter into the Sustainability Campus and Landfill

53 Development Agreement, Solid Waste Agreement, Yahara Area Intergovernmental
54 Agreement, Purchase and Sale Agreement, Yahara Hills Golf Course Ground Lease,
55 Maintenance Facility Lease, Temporary Limited Easement, and Right of First Refusal;
56 and

57

58 **BE IT FINALLY RESOLVED**, that the Dane County Department of Waste &
59 Renewables Director, and Real Estate Coordinator are authorized to administer the
60 closing and the transfer of the above-mentioned property to Dane County, and the
61 Controller is authorized to issue checks necessary to effectuate the transaction.

GROUND LEASE
YAHARA HILLS GOLF COURSE

This Lease (the “Lease”) is made and entered into by and between the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter, “Lessor”) and City of Madison, a Wisconsin municipal corporation (hereinafter “Lessee”).

WITNESSETH:

WHEREAS, Lessor has purchased a portion of the Yahara Hills Golf Course from Lessee, which is located at 7101 US Highway 12 & 18 in the City of Madison (hereinafter “the Property”); and

WHEREAS, Lessor intends to redevelop the Property as a Sustainable Campus, which is expected to include a new landfill, a compost site, and a sustainable business park. Lessor does not have the immediate need to use all of the Property for these purposes; and

WHEREAS, Lessee has operated a municipal golf course on the Property since 1968, and intends to continue operating the existing golf course (hereinafter “the Course”) that is partially on the Property and is more particularly described on the attached Exhibit A and depicted on the attached as Exhibit B (hereinafter referred to as the “Leased Premises”) made a part herein; and

WHEREAS, as a condition of the land sale and development of the Property, Lessor and Lessee have agreed that Lessee can continue operating 36 holes of golf on the Property through October 31, 2024, and continue operating 27 holes of golf on the Property through October 31, 2025, and 18 holes of golf on the Property through at least October 31, 2042.

NOW THEREFORE, in consideration of the above premises and covenants hereinafter expressed, the sufficiency of which is acknowledged by each party, Lessor and Lessee do agree as follows:

1. Leased Premises. The Lessor hereby demises and Leases the Leased Premises to Lessee, for Lessee’s use for the purpose of the continued operation of the Course on the Property, together with all other rights, privileges, easements, and appurtenances. The Leased Premises shall be as follows:

- a. From November 1, 2022 through October 31, 2024, the Leased Premises shall be the entire extents of the Property to operate 36 holes of golf for the Course, as depicted on Exhibit B.
- b. From November 1, 2024 through October 31, 2025, the Leased Premises shall be that portion of the Property needed by Lessee to operate 27 holes of golf for the Course, as depicted on Exhibit C.

- c. On or after November 1, 2025, the Leased Premises shall be that portion of the Property needed by Lessee to operate 18 holes of golf for the Course, as depicted on Exhibit D.

During the term of this Lease, the Lessor and Lessee may agree to modify the Leased Premises, provided that Lessee has at least the minimum number of holes for the Course identified herein. In addition, at its own discretion, Lessor may allow Lessee to use portions of the Property for Course purposes beyond these time limits.

2. Lease Term; Renewal. This Lease shall commence upon the later of Lessee's sale of the Property to the Lessor, or November 1, 2022. The initial term shall expire on October 31, 2032. This lease shall automatically renew for an additional 10-year term to run from November 1, 2032 through October 31, 2042. Thereafter, this Lease shall automatically renew on a year-to-year basis unless terminated by Lessor. Lessor shall give written notice of termination by July 1st, preceding the next golf season. This Lease may be terminated for any reason by Lessee.

3. Rent. In consideration of the rights granted hereunder and as part of the sale and development of the Property, Lessee shall pay Lessor annual rent of \$1.00, payable on the first business day of each year during the Lease Term.

4. Right to Construct Improvements. During the Lease Term, Lessee shall have the right to construct improvements reasonably associated with the operation of the Course, subject to Lessor approval. Lessee shall be responsible for all costs of construction. Upon Lessor request, any improvements constructed by Lessee shall be removed by Lessee at the end of the Lease Term. Lessee shall also have the right to operate, maintain, repair and store all materials, tools, consumables, equipment or other items reasonably associated with the operation of the Course.

- a. Any and all costs related to the Lessee's irrigation system, which include relocation, removal and well drilling, are the full responsibility of the Lessee.

5. No Unauthorized Use. The Leased Premises may not be used by Lessee in any manner except as authorized in this Lease, except as authorized in writing by the Lessor.

6. Zoning. Lessor and Lessee acknowledge their understanding that continued operation of the existing golf course will be permissible on the Leased Premises.

7. Quiet Enjoyment. Lessor represents and warrants that it is the owner in fee simple of land, and that it alone has full right to lease the Leased Premises. Lessor further states that on payment of the rent and performance of the covenants and agreements herein and the Development Agreement, Lessee shall peaceably have and enjoy the Leased Premises and the rights granted herein without any hindrance, molestation or ejection by Lessor.

8. Access to Premises. Lessor and Lessor's agents shall have the right to enter upon the Leased Premises at any time with or without notice for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Lease, or the future development of the Sustainability Campus, provided that such inspection shall not unreasonably interfere with Lessee's business. To avoid conflicts with golf operations and golf customers, when possible, Lessor shall provide reasonable notice to Lessee of the need for access, and the Parties shall attempt to find a mutually agreeable time and place for access.

9. Conditions of Premises. Lessee accepts the Leased Premises in its condition on the effective date of the Lease. Lessor makes no representations or warranties concerning the Leased Premises except as expressly stated herein.

10. Maintenance. Lessee shall at its sole cost and expense keep the Leased Premises and Lessee's improvements thereon in clean and orderly condition and good repair. Should Lessee fail or neglect to keep the Leased Premises in clean and orderly condition and good repair as reasonably required to preserve and protect the general appearance and value of the Leased Premises, Lessor may enter the Leased Premises and reasonably remedy such failure or neglect, provided Lessor has given Lessee not less than thirty (30) days prior written notice of such failure or neglect, specifying in reasonable detail such items of failure or neglect, and or opportunity to cure said failure or neglect. Prior written notice is not needed in the case of an emergency.

11. Operating Expenses and Utilities. Lessee shall be responsible for payment of all operating and maintenance expenses relating to its use of the Leased Premises, including but not limited to liability insurance, utilities and related services, garbage removal, snow removal, lawn maintenance and pest control.

- a. Direct utilities related to use of the Leased Premises which may include but are not limited to gas, electric, and water shall remain in the Lessee's name during the term of the Lease and shall be the responsibility of the Lessee.
- b. Any and all utilities and special charges billed to the property which may include but are not limited to stormwater charges and urban forestry charges, shall be apportioned to each party by the percentage of square footage occupied by Lessor and by Lessee as determined by this Lease.
 - i. Upon receipt of said charges, Lessor shall calculate the amount due by each party and notify Lessee of its portion due.

12. Construction Liens. Lessee shall pay when due all claims for labor or materials furnished or alleged to have been furnished to Lessee for use on the Leased Premises, which claims are or may be secured by any construction lien against the Leased Premises or any interest therein. The Lessee shall not permit any construction lien or Leasehold mortgage, or similar, to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, by reason of work, labor, services, or materials supplied or claimed to have been supplied to the Lessee and shall remove any liens before the end of the Lease Term, as applicable. Nothing in this Lease shall be construed in any way as constituting the consent or request of Lessor to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any alteration, addition, improvement or repair to the Leased Premises or any part of the Property, nor as giving Lessee any right, power or authority to contract for or permit the rendering of services or the furnishing of materials that would give rise to the filing of a construction lien against the Leased Premises.

13. Nondiscrimination. Lessee agrees to abide by its own respective affirmative action plan and in doing so agrees not to discriminate, in violation of any state or federal law, 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, gender identity, political beliefs, or student status. Lessee further agrees not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on the Leased Premises because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

14. Indemnification. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities, which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. 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. This paragraph shall survive the termination or expiration of this agreement.

15. Taxes and Fees. Lessor agrees to pay as they become due any taxes, fees, assessments or charges of any type, levied by an entity with authority to do so, against the Leased Premises or against any improvements, activity or Property thereon. Except that any fees or assessments charge in accordance with Course operations shall be the responsibility of the Lessee.

16. Compliance with Laws and Agreements. Lessee shall comply with all laws, regulations, ordinances, codes, orders, zoning, site approvals, and permits of all federal, state or municipal authorities having jurisdiction over the Leased Premises. Lessee shall comply with the terms of the Development Agreement for the Property. Lessee shall give prompt notice to Lessor of any notice it receives of any alleged violation with respect to the Leased Premises.

17. Conflicting Terms. Lessor and Lessee will be entering into other Agreements relating to the Property contemporaneously with this Lease. In the event of any inconsistency, conflict or ambiguity as to the rights and obligations of the parties under this Lease or the related agreements, it is the intent of the Parties that the terms of this Lease shall control and supersede any such inconsistency, conflict or ambiguity as to the subject matters contained herein.

18. No Sublet, Assignment or Renewal. There shall be no sublet, assignment or automatic renewal of this Lease without written consent of the Lessor.

19. Breach and Remedies. If Lessee fails to comply with any provision of this Lease for more than thirty (30) days following notification by Lessor of the breach, Lessor shall have the right, in addition to any other rights and remedies that the Lessor may have in law and equity, to terminate the Lease, and the exercise of a right to terminate shall be without prejudice to any other rights and remedies.

20. Modification. This Lease may be modified or amended only in writing executed by the duly authorized representatives of the respective parties.

21. Notices. All notices to be given under the terms of the Lease shall be signed by the person sending the same and shall be sent by certified mail, return receipt requested and postage prepaid, to the addresses of the parties specified below:

To Lessor: Dane County Department of Waste & Renewables
Attn: Director
1919 Alliant Energy Center Way
Madison, WI 53713

To Lessee: City of Madison
Attn: Manager, Office of Real Estate Services
PO Box 2983
Madison, WI 53701-2983

22. No Third Party Beneficiaries. This Lease is intended to be for sole benefit of the parties hereto. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits or privileges of any third party, including but not limited to employees of either party.

23. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties.

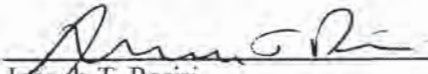
24. Controlling Law and Venue. This Lease and the performance thereof shall be governed, interpreted and construed by the laws of the State of Wisconsin and venue for any dispute shall be in the Wisconsin Circuit Court for Dane County.

25. Counterparts and Transmittal of Signatures. This Lease may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Lease. A signed copy of the Lease transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Lease may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Lease may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Lease, fully executed, shall be as valid as an original.

END OF CONDITIONS

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Lease as of the dates so indicated.

LESSOR: DANE COUNTY



Joseph T. Parisi
County Executive

Date: 5-23-22



Scott McDonell
County Clerk

Date: 5-25-22

LESSEE: CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES __-_____,
ID No. _____, adopted by the Common Council of the City of Madison on _____, 22__.

EXHIBIT A
Legal Description

Part of the Northeast Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter, part of the Southwest Quarter of the Northeast Quarter, the Southwest Quarter of the Southeast Quarter of Section 25, part of the Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter of Section 36, all located in Township 7 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

Beginning at the Northeast Corner of Section 36;
thence South 00°14'45" West, along the East line of the Northeast Quarter of Section 36, 886.93 feet to the Northeast corner of Certified Survey Map 6623 recorded in Volume 32 of Certified Survey Maps on Pages 272 and 273 as Document 2311328;
thence South 70°11'29" West, along the North line of said Certified Survey Map 6623, 1,408.95 feet to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 36;
thence South 87°59'24" West, along the South line of said Northwest Quarter of the Northeast Quarter, 1,324.74 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter;
thence North 00°21'33" West, along the West line of said Northwest Quarter of the Northeast Quarter, 1,320.13 feet to the South Quarter Corner of said Section 25;
thence North 00°20'47" East, along the West line of the Southeast Quarter of said Section 25, 2,648.86 feet to the Center Quarter Corner of said Section 25;
thence North 00°20'12" East, along the West line of the Northeast Quarter of said Section 25, 436.32 feet to the Southerly right of way line of United States Highway 12 and 18 as described in the State of Wisconsin Transportation Project Plat 3080-01-26;
thence along said Southerly right of way line for the next 16 courses:
South 72°02'15" East, 445.53 feet;
South 65°27'59" East, 156.63 feet;
South 71°33' 05" East, 400.03 feet;
South 75°52'43" East, 318.21 feet;
South 72°02'15" East, 80.04 feet;
South 00°26'49" West, 95.01 feet;
North 88°14'23" East, 268.49 feet;
South 72°02'15" East, 396.29 feet;
South 69°45'02" East, 196.57 feet;
South 67°27'49" East, 179.16 feet;
South 61°23'44" East, 100.00 feet;
South 49°15'34" East, 100.00 feet;
South 37°07'25" East, 100.00 feet;
South 24°59'16" East, 100.00 feet;
South 12°57'08" East, 98.35 feet;
South 06°59'06" East, 75.62 feet to the West right of way line of County Highway AB;
thence South 00°24'10" West, along said West right of way line, 444.66 feet to the South line of the Northeast Quarter of the Southeast Quarter of Section 25;
thence North 88°09'25" East, along said South line, 33.02 feet to the East line of the Southeast Quarter of said Section 25;
thence South 00°24'10" West, along said East line, 1,319.38 feet to the **Point of Beginning**.

These described lands hereof, contain 10,074,391 square feet or 231.28 acres, more or less, and is subject to restrictions, reservations, rights of way and easements of records.