

FIRST AMENDMENT TO DEED OF EASEMENT

WHEREAS, Edgewood, Incorporated, a Wisconsin corporation, and the City of Madison, a Wisconsin municipality (hereinafter the "Grantee"), executed that certain Deed of Easement from Edgewood, Incorporated to the City of Madison Amending the Original Agreement Regarding Edgewood Drive (the "Easement"), recorded in the Office of the Dane County, Wisconsin Register of Deeds, on May 23, 1997, as Document No. 2855990; and,

WHEREAS, on September 9, 2011, Edgewood, Incorporated declared the lands subject to the Easement and other lands to be the Edgewood Condominium (the "Condominium") pursuant to the recording of that certain Declaration of Condominium for Edgewood Condominium and Edgewood Condominium Plat with the Dane County Register of Deeds (the "Condominium Documents"), which such Condominium Documents describe and depict the lands burdened by the Easement as a Common Element (as defined therein) of the Condominium; and

WHEREAS, Edgewood Campus School, Inc., Edgewood University, Inc. (f/k/a Edgewood College, Inc.) and Edgewood High School of the Sacred Heart, Inc. (hereinafter collectively referred to as the "Grantor" or "Grantors") are the successors in interest to Edgewood, Incorporated, for the approximately fifty-five (55) acres of land declared as the Condominium (the "Edgewood Property"), which includes the approximately two (2) acres of land burdened by the Easement, which such Edgewood Property is now legally described as follows:

Units 1-6 of the Edgewood Condominium, in the City of Madison, Dane County, Wisconsin, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium of Edgewood Condominium", dated September 3, 2011 and recorded September 9, 2011 in the Office of the Register of Deeds for Dane County, Wisconsin ("Register of Deeds"), as Document no. 4790400, and by the Edgewood Condominium Plat recorded in the Register of Deeds on September 9, 2011 as Document no. 4790401 in Vol. 6-177A of Condominium Plats, as pages 1-6, EXCEPT for that portion described in the Declaration to Remove Land From Edgewood Condominium, recorded in the Register of Deeds on April 17, 2019 as Document No. 5481500, which lands were subsequently conveyed to the City of Madison by Warranty Deed, recorded in the Register of Deeds on April 17, 2019 as Document No. 5481501; and

WHEREAS, Grantors and Grantee mutually agree that certain amendments to the Easement are necessary and desirable to correct certain errors in the Easement, to release Grantee from its responsibility

DRAFTED BY AND RETURN TO:

Assistant City Attorney Doran Viste
210 Martin Luther King Jr. Blvd.
Room 401
Madison, WI 53703-3345

Tax Parcel Nos.: See Exhibit A

to maintain the fence line required by the Easement, and to also allow for additional access points from the Edgewood Property to Edgewood Drive in order to improve pedestrian access and neighborhood use.

NOW, THEREFORE, the Grantors and the Grantee hereby agree to amend the Easement as follows:

1. On the sixth line of the second paragraph on page 1, the recorded document information identifying the agreement between the Madison Park & Pleasure Drive Association and St. Clara College, dated March 30, 1904, is amended to read “263358a”.

2. Paragraph 3 of the Easement is amended to read as follows:

“3. Grantee shall continue to maintain the existing Edgewood campus Easement line fences and to use steel posts and chain-link fabric, except that replacement fabric for large fence sections shall be as inconspicuous as is reasonably possible. Subject to reasonable notice in writing to Grantor, Grantee shall have the reasonable right of entry onto Grantor’s adjacent Edgewood campus property as may be necessary for the maintenance and replacement of said fences. Notwithstanding the foregoing, upon the Grantee’s replacement of the fence line along the north side of Edgewood Drive (the “Campus Fence”), Grantee may remove the fence line along the south side of Edgewood Drive (the “Lakeside Fence”). In removing the Lakeside Fence, to the greatest extent appropriate and in accordance with conditions provided by the Wisconsin State Historical Society, the fence bases will be removed entirely and the ground restored. In situations where removal would unnecessarily disturb artifacts or is cost prohibitive, the fence bases shall be removed as close to the ground as possible, covered with soil and the ground restored. Once the Lakeside Fence is removed to Grantee and Grantors’ reasonable satisfaction, Grantee will be relieved of its obligation to maintain the Lakeside Fence.”

3. Paragraph 7 of the Easement should be amended to read as follows:

“7. Grantor further specifically waives the right, if any, to invoke, in its favor and against the Grantee, the reversionary provision of the 1904 Agreement as it may pertain to Grantor’s currently existing motor vehicle and pedestrian access points to the Easement which are hereby confirmed and which serve Grantor Edgewood’s currently existing educational facilities and lawful uses. In addition, the Grantors and Grantee may mutually agree to add new pedestrian access points to the Easement, or modify or remove existing pedestrian access points to or across the Easement, as they deem necessary for the use and benefit of Grantors and the public, without triggering or otherwise implicating the said reversionary provision.”

4. Entire Agreement. This First Amendment to Deed of Easement (the “First Amendment”) is the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties with regard to this First Amendment. All terms and conditions with respect to this First Amendment are expressly contained herein, and the parties agree that neither the Grantors nor the Grantee has made any representations or promises with respect to this First Amendment not expressly contained herein. No alteration, amendment, change, or addition to this First Amendment shall be binding upon the parties unless in writing and signed by them

5. Counterparts; Electronic Delivery. This First Amendment and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together

shall constitute the same document. Signatures on this may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this First Amendment 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 First Amendment 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 First Amendment, fully executed, shall be as valid as an original.

[SIGNATURES BEGIN ON NEXT PAGE FOLLOWING.]

IN WITNESS WHEREOF, the Grantors have caused this First Amendment to Deed of Easement to be executed by its proper officers.

EDGEWOOD CAMPUS SCHOOL, INC.
a Wisconsin non-stock corporation

By: _____
Paul Gessner, President

Personally came before me this ____ day of _____, 2026, the above named Paul Gessner, President of Edgewood Campus School, Inc., a Wisconsin non-stock corporation, known to me to be the person who executed the above and foregoing instrument and acknowledged that he executed the foregoing instrument as such President of such non-stock corporation, by its authority.

Notary Public, State of Wisconsin

(Print or Type Name)

My Commission:

EDGEWOOD UNIVERSITY, INC.
a Wisconsin non-stock corporation

By: _____
Andrew P. Manion, PhD, President

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2026, the above named Andrew P. Manion, PhD, President of Edgewood University, Inc., a Wisconsin non-stock corporation, known to me to be the person who executed the above and foregoing instrument and acknowledged that he executed the foregoing instrument as such President of such non-stock corporation, by its authority.

Notary Public, State of Wisconsin

(Print or Type Name)

My Commission: _____

**EDGEWOOD HIGH SCHOOL OF THE SACRED
HEART, INC.**
a Wisconsin non-stock corporation

By: _____
Kevin Rae, President

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2026, the above named Kevin Rae, President of Edgewood High School of the Sacred Heart, Inc., a Wisconsin non-stock corporation, known to me to be the person who executed the above and foregoing instrument and acknowledged that he executed the foregoing instrument as such President of such non-stock corporation, by its authority.

Notary Public, State of Wisconsin

(Print or Type Name)
My Commission: _____

The foregoing First Amendment to Deed of Easement is agreed to and accepted this _____ day of _____, 2026.

CITY OF MADISON

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Lydia A. McComas, City Clerk

AUTHENTICATION

The signature of Satya Rhodes-Conway, Mayor of the City of Madison, and Lydia A. McComas, City Clerk of the City of Madison, is authenticated on this _____ day of _____, 2026.

Doran Viste, Assistant City Attorney
Member of the Wisconsin Bar

Execution of this First Amendment to Deed of Easement by the City of Madison is authorized by Resolution Enactment No. RES-____-_____, File ID No. _____, adopted by the Common Council of the City of Madison on _____, 20____, and the recommendation for approval by the Board of Parks Commissioners on _____, 20____.

EXHIBIT A

Parcel Identification Numbers

251-0709-272-0101-5, Edgewood Condominium, Unit 1
251-0709-272-0102-3, Edgewood Condominium, Unit 2
251-0709-272-0103-1, Edgewood Condominium, Unit 3
251-0709-272-0104-9, Edgewood Condominium, Unit 4
251-0709-272-0105-7, Edgewood Condominium, Unit 5
251-0709-278-0106-5, Edgewood Condominium, Unit 6