

Packet Contents

1. Issues for the Plan Commission

A summary of points concerning conflicts between the revised proposed plan with the height restriction on the Pope Farm Estates site where the Middleton Cross Plains Area School District plans to build a new elementary school.

2. Declaration of Restrictions and Covenants

A 2006 agreement between the Pope Family and the Middleton Cross Plains Area School District establishing that structures including trees shall not exceed an elevation of 1160 ft as referenced by the North American Vertical Datum of 1988.

3. Agreement to enter into an amendment to the declaration of restrictions and covenants.

A February 2019 agreement between the Pope Family and the Middleton Cross Plains Area School District to amend the 2006 agreement raising the height restriction on the school building to 1170 ft while leaving the height restriction at 1160 ft for all other areas of the property.

4. Amendment to Declaration of Restrictions and Covenants

Agreement mentioned in No. 3 and signed by representatives of the Pope Family, the Middleton Cross Plains Area School District and the Town of Middleton

5. North Grading & Erosion Control Plan

This map from the Revised Site Plan.pdf shows the elevation where lighting and tree placement are a concern for violating the 1160 ft. height restriction.

6. Photometrics Plan

Pages 35, 36 and 38 from the Revised Site Plan.pdf showing lighting placement (pgs. 35 & 36) that likely violate the height restriction. Page 38 shows the kind of light and height of light poles for these areas.

7. Overall Landscape Plan

Page 39 from the Revised Site Plan.pdf shows location of trees with type and mature height of trees proposed in the area where tree growth would exceed the height restriction.

8. Letter from the Chair of the Friends of Pope Farm Conservancy to the Middleton Cross Plains Area School District

This letter explains why planting of trees west of the new elementary school building is not workable.

Issues for Plan Commission

Lighting

- Two lights on the east-west portion of the bus drive (TYPE A). Light Fixture Schedule shows fixture shall be mounted on a 27ft tall tapered, anodized aluminum continuous pole and mounted on 24-inch diameter, 30-inch high pole base.

Elevation where light poles to be placed = 1145-1147 ft.

Elevation at top of light pole = 1172 – 1174 ft. (**12 – 14 ft. above 1160 ft.**)

Maximum light pole height allowed below 1160 ft. = 13 – 15 ft.

- The four lights on the north-south portion of the bus drive (TYPE B). light fixture to be mounted on a 17 ft. tall round tapered, anodized aluminum continuous pole and mounted on 24-inch diameter, 30-inch high pole base.

Elevation where light poles to be placed = 1149-1159 ft.

Elevation at top of light pole = 1166 – 1174 ft. (**6 – 14 ft. above 1160 ft.**)

Maximum light pole height allowed below 1160 ft. = 1 – 11 ft.

- Lights in front of north side of east façade are on 17 ft. tall round tapered, anodized aluminum continuous pole and mounted on 24-inch diameter, 30-inch high pole base.

Elevation where light poles to be placed = 1126-1129 ft.

Elevation at top of light pole = 1143 – 1146 ft. (below 1160 ft.)

Trees

The landscaping plan calls for trees to be planted north of the school building between the bus lane and Schewe Road and on the west side of the school building. The landscape key indicates these trees are Burr Oaks that reach a height of 50 ft or more. The elevation north of the school ranges from 1147 to 1150 ft. **Any tree more than 10 ft tall exceeds the 1160 ft height restriction.**

Maximum height allowed along River Birch Road

River Birch 1136 – 1140 ft. elevation along north side of Lot 3

Maximum house, light pole and tree height allowed below 1160 ft. height restriction = **24 – 20 ft.**

DOCUMENT #
4233006

09/07/2006 02:24PM

Trans. Fee:
Exempt #:

Rec. Fee: 33.00
Pages: 12

001651

**DECLARATION OF RESTRICTIONS
AND COVENANTS**

Return to:

ATTY TOM VOSS
6255 UNIVERSITY AVE
MIDDLETON, WI
53562

*038-0708-173-8221-9
038-0708-173-9660-6
038-0708-173-9692-8

038-0708-174-8170-0

038-0708-174-9500-8*

Parcel Identification Number

WHEREAS, Arthur L. Pope, Elizabeth J. Pope and Lucille Pope (the "Declarants") hold title to the property more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Declarants wish to subject the Property to the conditions, restrictions, covenants and reservations of this Declaration.

THEREFORE, Declarants do hereby declare that the Property shall be used, held, sold and conveyed subject to the restrictions and covenants set forth below, which shall inure to the benefit of and encumber the Property, and run with the land, and shall bind the successors in interest, any owner thereof, and the owners of any interest therein.

I. **Definitions.** For purposes of this Declaration, the following definitions shall apply:

A. "Declarants' Representatives" shall mean Arthur Pope, Lucille Pope, Brian Pope and Melvin Pope, provided that if any such person shall die or become legally incapacitated he shall no longer be considered one of the Declarants' Representatives.

B. "MCPASD" shall mean the Middleton Cross Plains Area School District.

C. "Park" shall mean a typical municipal park open to the public either free of charge or for a reasonable usage charge and comprising only open space, picnic tables, recreational equipment or other recreational improvements such as, for example only, a municipal swimming pool, which are in keeping with the character of a typical municipal park.

D. "Park Parcel" shall mean all of the Property except that portion situated within the Residential Parcel.

12
33

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E. "Residential Parcel" shall mean that portion of the Property identified on the map attached hereto as Exhibit B as the PROPOSED SCHOOL PARCEL.

F. "Restrictive Covenants" shall mean the restrictions and covenants set forth in this Declaration.

II. General Purpose. The purpose of this Declaration is to restrict the use of the Park Parcel to agricultural or Park uses, and to help assure that the balance of the Property is used in a manner which is compatible and harmonious with such uses of the Park Parcel. Declarants confirm and declare that, by reason of their re-acquisition of title to the Property, the restrictions appearing at Exhibit B to the Memorandum of Land Contract recorded December 17, 1999 as Document No. 3179404, Dane County Registry, as amended by Amendment to Restrictive Covenants recorded January 12, 2004 as Document No. 3861821, have been and are terminated in their entirety. Declarants intend by this Declaration to replace such restrictions with the restrictions and covenants hereinafter set forth.

III. Restrictions Affecting Park Parcel. The Park Parcel shall be used only for agricultural use and/or as a Park. No housing, office, retail, manufacturing or any other use shall be permitted on the Park Parcel. Any subsequent owner of the Park Parcel shall be subject to an obligation in good faith to maintain the Park Parcel as a public use Park.

IV. Restrictions Affecting Residential Parcel. The ownership, development and use of the Residential Parcel shall be subject to the following restrictions and covenants:

A. Permitted Uses. The Residential Parcel may be used only for one or more of the following uses:

1. The site of a school building and/or school facilities;
2. Single family residential homes;
3. A Park; or
4. Agricultural uses.

B. Ownership and Development of Residential Parcel by MCPASD. In the event the Residential Parcel shall be purchased by MCPASD, the ownership, use and development of the Residential Parcel by MCPASD shall be subject to the following specific restrictions and covenants:

1. All buildings constructed or placed within the Residential Parcel shall be set back not less than 150 feet from the East line of the Park Parcel.

2. All buildings constructed or placed within the Residential Parcel shall be set back not less than 400 feet from the predominant North line of the Residential Parcel (which line runs parallel with and approximately 417.5 feet South of Blackhawk Road).

3. The highest point of elevation of any building or structure or tree constructed or placed or planted on the Residential Parcel (including school

structures and residential structures) shall not exceed 1,160 feet as referenced by the North American Vertical Datum of 1988.

4. No trees shall be planted and no berm shall be constructed within the "Open Space" as shown on the map attached hereto as Exhibit C except with the approval of the Town of Middleton Park Commission and the Town of Middleton Board.

5. In the event River Birch Road is extended Westerly from its current location into the Residential Parcel, no residential structure shall be permitted on that portion of the Residential Parcel situated North of River Birch Road.

6. In the event MCPASD shall use the Residential Parcel as the site for a public school building, school facility, or complex of school buildings and school facilities, then in addition to each of the foregoing covenants and restrictions of this paragraph IV.B., the following covenants and restrictions shall apply:

a. School facilities and improvements shall be permitted within the Open Space referred to at paragraph 4. above, subject to compliance with all of the restrictions set forth in this Section IV.

b. All school buildings and improvements shall be placed on a site (the "School Site") which shall be situated within the Western portion of the Residential Parcel and shall adjoin the Park Parcel for the entire length of the West line of the Residential Parcel.

c. Within 60 days following construction of a school facility within the School Site, a white board fence shall be erected and maintained along the West line of the School Site (also being the West line of the Residential Parcel and the East line of the Park Parcel) to protect parking areas within the Park Parcel. Such fence shall extend from the South line of the School Site, Northerly along the West line of the School Site, to the extended North line of the "Viewing Area" as shown on the map attached hereto as Exhibit C. Such fence shall provide openings permitting pedestrian access between the Park Parcel and the School Site. Such fence shall be compatible with any existing fence at the park's main entrance. The costs of erecting and maintaining such fence shall be borne equally by the owners of the Park Parcel and by MCPASD.

7. No residential use or development of the Residential Parcel shall occur prior to the earlier of:

a. The date MCPASD commences construction of a school facility on the Residential Parcel; or

b. The expiration of ten years from the date of acquisition of the Residential Parcel by MCPASD.

V. **Term.** These restrictions and covenants shall last in perpetuity or, if that is not legally possible, for the longest period allowed by applicable law. Arthur Pope or any of his direct

descendants shall have the right to file instruments under Section 893.33(6), Wisconsin Statutes, to extend the duration of these Restrictive Covenants for successive periods of 40 years.

VI. Severability. Invalidation of any of these restrictions and covenants by judgment or court order shall in no way affect any of the other provisions of this Declaration, which shall remain in full force and effect.

VII. Amendment/Termination. These Restrictive Covenants may be amended or terminated as follows:

A. The Restrictive Covenants may be amended (but not terminated) by recording a written instrument signed by the Town of Middleton and any of the Declarants' Representatives, if the amendment relates to the Park Parcel; and the Restrictive Covenants may be amended or terminated by recording a written instrument executed by the Town of Middleton, any of the Declarants' Representatives and, if the Residential Parcel is not then owned by the Town, by the owner of the Residential Parcel, if the amendment or termination relates to the Residential Parcel. In no event shall the application of the Restrictive Covenants to the Park Parcel be terminated; nor may any amendment relating to the Park Parcel affect the use of the Park Parcel as provided in this Declaration nor change the net contiguous area of the Park Parcel nor change the present location of the Park Parcel as described in the Declaration.

B. Should none of the persons named at paragraph I.A. above be living and legally competent, the Restrictive Covenants may be amended or terminated by recording a written instrument executed by all of the following:

1. by the applicable persons designated in paragraph VII.A. other than any of the Declarants' Representatives; and

2. the then acting chair of the Department of Landscape Architecture of the University of Wisconsin College of Agriculture and Life Sciences at Madison, Wisconsin (the "Reviewing Authority"). If the proposed change involves the termination of the Restrictive Covenants as to the Residential Parcel, the individuals or the entities requesting the termination shall provide 90 days' advance notice (given in any reasonable manner) of the proposed termination to all owners of land within a one-half mile radius of the Property, and such property owners shall have the right to provide comments and input on the proposed termination (but shall have no power to otherwise participate in the decision-making process.) Subject to the foregoing notice and comment requirement if the proposed change involves the termination of the Restrictive Covenants as to the Residential Parcel, the Reviewing Authority shall approve a proposed change in the Restrictive Covenants which is otherwise satisfactory to all owners of the Property unless such change would (in the reasonable judgment of the Reviewing Authority) violate one or more of the following standards (the "Review Standards"):

a. No change in the Restrictive Covenants shall be approved which would violate the general purpose stated at Section II above. In no event shall any change affect the use of the Park Parcel as provided in this Declaration nor change the net contiguous area of the Park Parcel nor change the present location of the Park Parcel as described in this Declaration.

b. No change in the Restrictive Covenants shall be approved which would permit any disturbance in the views of Lake Mendota or Old Sauk Road from the Viewing Area identified on Exhibit C (provided the Viewing Area is part of a public park at such time); and

c. No change in the Restrictive Covenants shall be approved which may have a materially adverse effect on the use of property within the neighborhoods adjoining the Property.

3. In the event the Chair of the Department of Landscape Architecture is unable or unwilling to serve as the Reviewing Authority, then the Reviewing Authority for purposes of paragraph VII.B.2. shall be the Dane County Circuit Court.

C. The right of the Declarants' Representatives to approve any amendment or termination of the Restrictive Covenants is personal and cannot be assigned under any circumstances.

VIII. Enforcement. The Restrictive Covenants may be enforced by any resident of the Town of Middleton, any Declarants' Representative, or any owner of the Property, by proceedings at law or in equity against any person or persons violating or attempting to violate the same, whether to restrain the violation or to recover damages. If any suit is brought to enforce the provisions of this Declaration, the party who prevails in such action or suit shall be entitled to recover its court costs and attorneys' fees from the other party. Notwithstanding the right of any resident of the Town of Middleton to enforce the Restrictive Covenants, this Declaration may be amended, and the restrictions and covenants set forth herein may be modified or terminated, in the manner set forth at Section VII of this Declaration without any notice to, or approval of, the residents of the Town of Middleton. Nothing herein shall be deemed to limit the rights of the Town of Middleton, Wisconsin to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.

Dated as of the 24 day of August, 2006.

Arthur L. Pope (SEAL)
Arthur L. Pope

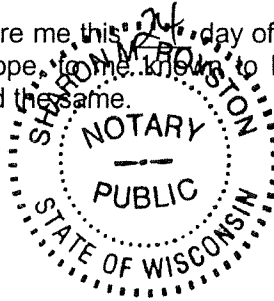
Elizabeth J. Pope (SEAL)
Elizabeth J. Pope

Lucille Pope (SEAL)
Lucille Pope

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)
) ss.
COUNTY OF DANE)

Personally came before me this 24th day of August, 2006, the above-named Arthur L. Pope and Elizabeth J. Pope, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Sharon M. Royster
SHARON M. ROYSTER
Notary Public, State of Wisconsin.
My commission: expires 6-29-08

ACKNOWLEDGEMENT

STATE OF Montana)
)
) ss.
COUNTY OF Gallatin)

Personally came before me this 22nd day of August, 2006, the above-named Lucille Pope, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Linda A. Bales
Linda A. Bales
Notary Public, State of Montana.
My commission: April 20, 2010
Residing at Livingston, MT

*This instrument drafted by
Attorney William L. Fahey.*

PARCEL A:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 8 EAST, IN THE TOWN OF MIDDLETON, DANE COUNTY, WISCONSIN, EXCEPT A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 8 EAST, IN THE TOWN OF MIDDLETON, DANE COUNTY, WISCONSIN, BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT A BRASS CAPPED CONCRETE MONUMENT MARKING THE CENTER OF SECTION 17; THENCE NORTH 83°20'20" EAST, 513.91 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH 18°25'36" EAST, 806.50 FEET; THENCE SOUTH 82°07'09" WEST, 676.19 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 6°49'37" WEST, 803.95 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EXCEPT LOTS 1 AND 2 OF CERTIFIED SURVEY MAP 9859, RECORDED IN VOLUME 57 OF CERTIFIED SURVEY MAPS, PAGE 129, AS DOCUMENT NO. 3260420, IN THE TOWN OF MIDDLETON, DANE COUNTY, WISCONSIN.

ALSO THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 8 EAST, IN THE TOWN OF MIDDLETON, DANE COUNTY, WISCONSIN, LYING NORTH OF THE NORTHERLY LINE OF CERTIFIED SURVEY MAP 8429, RECORDED IN VOL. 46 OF CERTIFIED SURVEY MAPS, PAGE 26, AS #2818301, AND SOUTH OF THE FOLLOWING DESCRIBED REFERENCE LINE, TO-WIT: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 17; THENCE NORTH 6°49'37" WEST, 1664.28 FEET TO THE POINT OF BEGINNING OF SAID REFERENCE LINE; THENCE SOUTH 84°29'25" WEST, 319.97 FEET; THENCE SOUTH 8°30'02" WEST, 67.95 FEET; THENCE SOUTH 79°51'50" WEST, 34.96 FEET; THENCE NORTH 73°37'27" WEST, 184.43 FEET; THENCE SOUTH 84°29'25" WEST, 386.46 FEET; THENCE SOUTH 70°34'35" WEST, 94.88 FEET; THENCE NORTH 87°56'32" WEST, 308.54 FEET TO THE POINT OF TERMINATION OF SAID REFERENCE LINE.

PARCEL B:

ALL THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 8 EAST, IN THE TOWN OF MIDDLETON, DANE COUNTY, WISCONSIN, EXCEPT THAT PART OF THE NORTH 450.6 FEET LYING EAST AND WEST OF A 66 FOOT PARCEL, DESCRIBED AS THE WESTERLY 66 FEET OF THE EASTERLY 365.3 FEET OF THE NORTHERLY 450.6 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, ALSO EXCEPT CERTIFIED SURVEY MAP 517, RECORDED IN VOL. 3 OF CERTIFIED SURVEY MAPS, PAGE 8 AS #1288393, ALSO EXCEPT CERTIFIED SURVEY MAP 3977, RECORDED IN VOL. 16 OF CERTIFIED SURVEY MAPS, PAGE 265, AS #1753388.

PARCEL D:

001658

THAT PORTION OF THE SOUTHERLY 680 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 8 EAST, TOWN OF MIDDLETON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHERLY 680 FEET, THENCE WESTERLY ALONG AN EXISTING FARM FENCE AND THAT FENCE EXTENDED TO THE WESTERN BOUNDARY OF SAID SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH 20 FEET, MORE OR LESS, TO THE NORTH BOUNDARY OF SAID SOUTHERLY 680 FEET, THENCE EASTERLY ALONG THE NORTHERN BOUNDARY OF SAID SOUTHERLY 680 FEET TO THE POINT OF BEGINNING.

MAPS

BE ADVISED THAT THE FOLLOWING
ILLUSTRATION ON THIS PAGE
CANNOT BE REPRODUCED
CLEARLY WHEN SCANNED.
Grantor/Agent B. K. LTIC

A-2

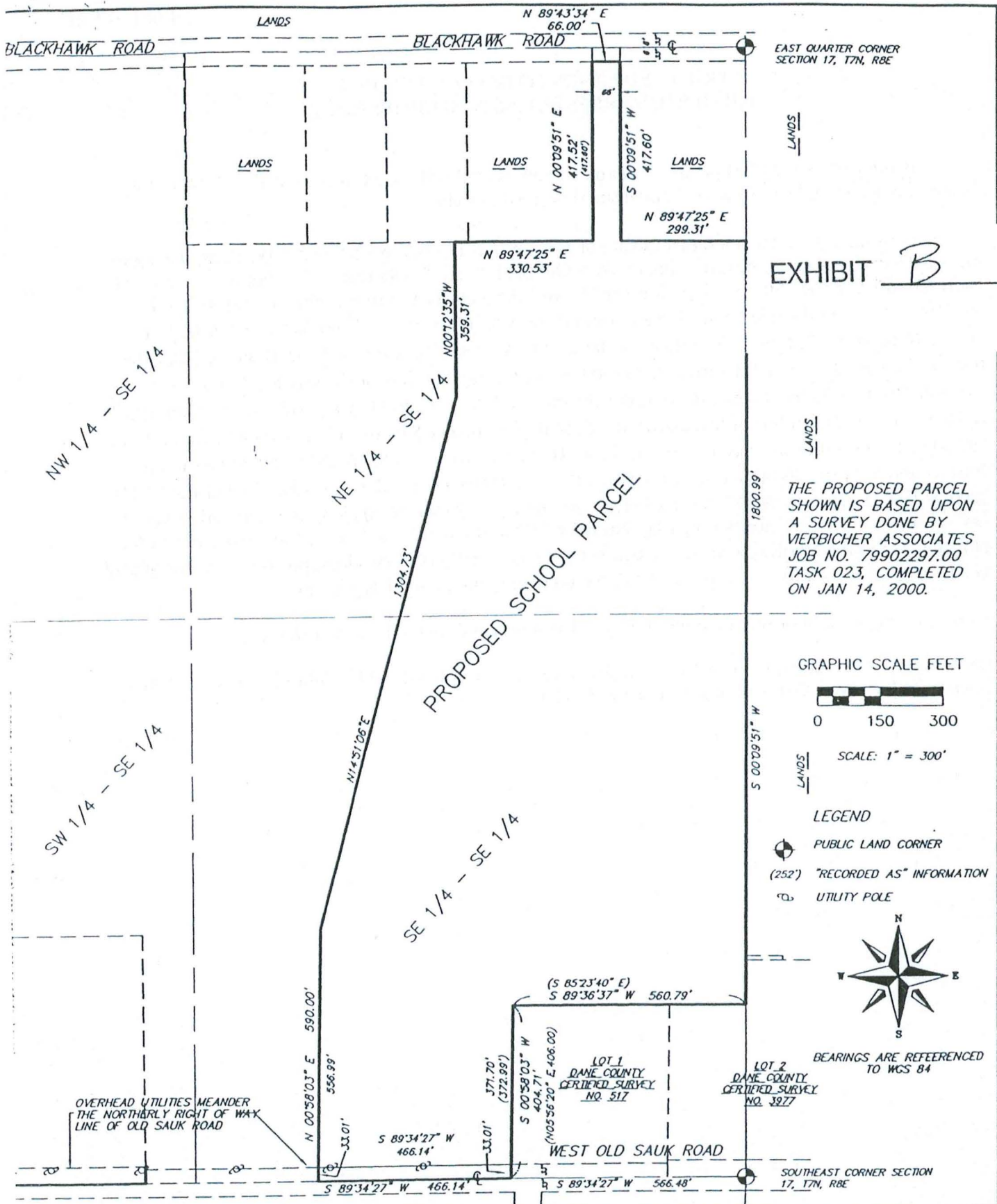


EXHIBIT **B**

THE PROPOSED PARCEL SHOWN IS BASED UPON A SURVEY DONE BY VIERBICHER ASSOCIATES JOB NO. 79902297.00 TASK 023, COMPLETED ON JAN 14, 2000.

GRAPHIC SCALE FEET



SCALE: 1" = 300'

LEGEND

- PUBLIC LAND CORNER
- "RECORDED AS" INFORMATION
- UTILITY POLE



BEARINGS ARE REFERENCED TO MGS 84

VIERBICHER ASSOCIATES
 Committed to Quality Service Since 1976
 REEDSBURG - MADISON - SCHOFIELD - PRAIRIE DU CHIEN
 999 Fourler Road Suite 201 Madison, Wisconsin 53717
 Phone: (608) 826-0532 Fax: (608) 826-0530

REVISIONS	SCALE 1" = 300'	SHEET
	CHECKED jrj	1 OF 1
	DRAFTER jrj	
	FILE mittleton pope parcel to school.DWG	
JOB NO. 23044786 task 006	DATE Feb. 28, 2005	

5

PROPOSED LANDS TO BE CONVEYED TO
MIDDLETON CROSS PLAINS SCHOOL DISTRICT

Being part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, all in Section 17, T 7 N, R 8 E, Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the Southeast Corner of said Section 17; thence S $89^{\circ}34'27''$ W, along the South line of the said SE $\frac{1}{4}$ and the centerline of West Old Sauk Road, 566.48 feet to the Southwest corner of Dane County Certified Survey Map Number 517 and the point of beginning; thence continuing S $89^{\circ}34'27''$ W, along the said South line and centerline, 466.14 feet; thence N $00^{\circ}58'03''$ E, 590.00 feet; thence N $14^{\circ}51'06''$ E, 1304.73 feet; thence N $00^{\circ}12'35''$ W, 359.31 feet; thence N $89^{\circ}47'25''$ E, 330.53 feet; thence N $00^{\circ}09'51''$ E, parallel with and 365.30 feet west of the East line of the said SE $\frac{1}{4}$, 417.52 (recorded as 417.60') feet to the intersection with the South line of Blackhawk Road; thence N $89^{\circ}43'34''$ E, along the said South line of Blackhawk Road, 66.00 feet; thence S $00^{\circ}09'51''$ W, parallel with and 299.30 feet west of the said East line of the SE $\frac{1}{4}$, 417.60 feet; thence N $89^{\circ}47'25''$ E, 299.31 feet to the intersection with the said East line of the SE $\frac{1}{4}$; thence S $00^{\circ}09'51''$ W, along said East line of the SE $\frac{1}{4}$, 1800.99 feet; thence S $89^{\circ}36'37''$ W, 560.79 feet, (recorded as S $85^{\circ}23'40''$ E) along the Northerly lines of Lot 2, Dane County Certified Survey Map Number 3977 and Lot 1, Dane County Certified Survey Map Number 517 to the Northwest corner of said Lot 1; thence S $00^{\circ}58'03''$ W, along the Westerly line of said Lot 1, 404.71 feet (recorded as N $05^{\circ}56'20''$ E, 406.00 feet) to the point of beginning.

Subject to public right-of-way of West Old Sauk Road over the southerly 33 feet thereof;

Containing 39.5000 acres, more or less, exclusive West Old Sauk Road public right of way or 39.8531 acres including West Old Sauk Road public right of way.

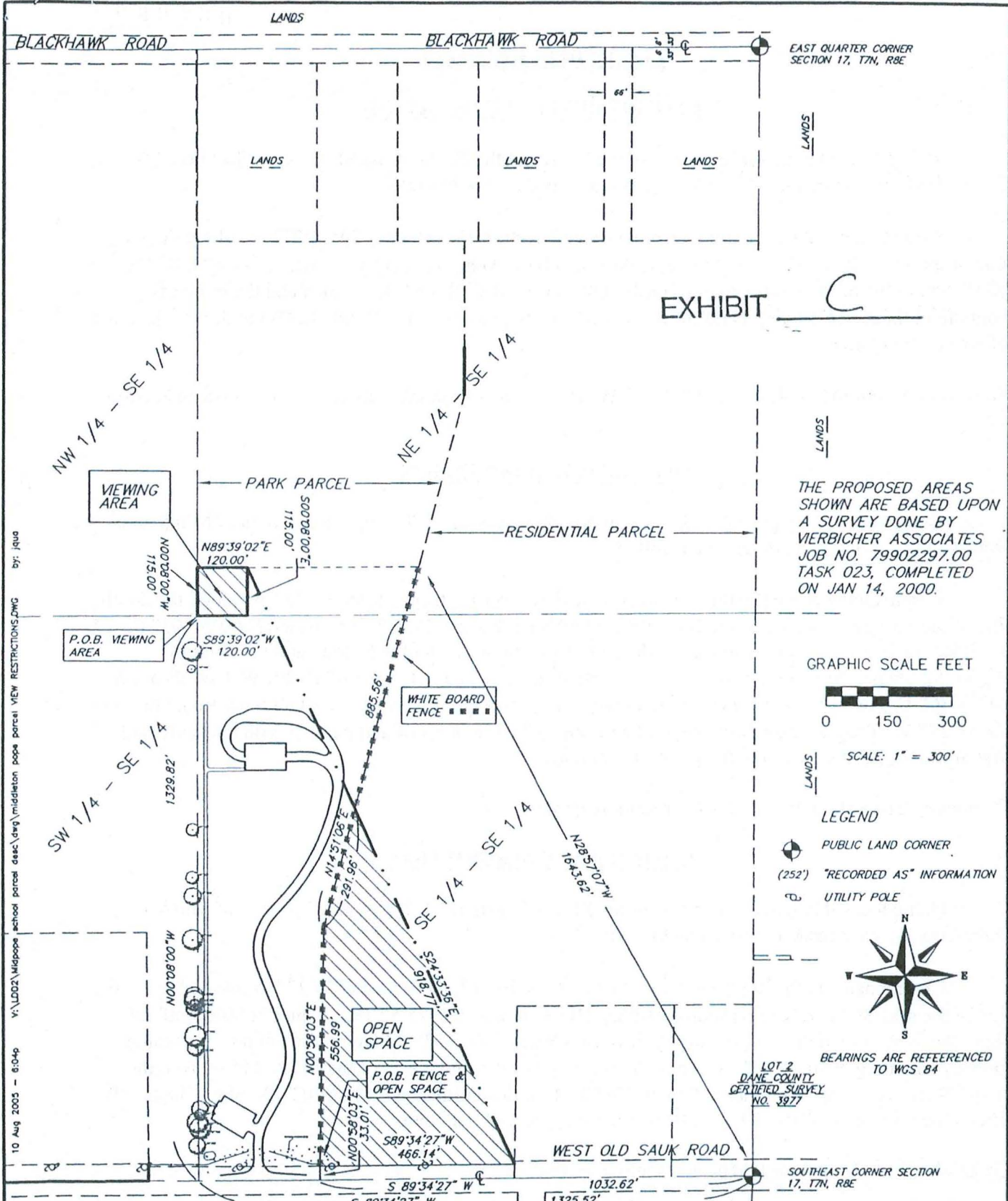


EXHIBIT C

THE PROPOSED AREAS SHOWN ARE BASED UPON A SURVEY DONE BY VIERBICHER ASSOCIATES JOB NO. 79902297.00 TASK 023, COMPLETED ON JAN 14, 2000.

GRAPHIC SCALE FEET



SCALE: 1" = 300'

LEGEND

- PUBLIC LAND CORNER
- "RECORDED AS" INFORMATION
- UTILITY POLE



BEARINGS ARE REFERENCED TO WGS 84

LOT 2 DANE COUNTY CERTIFIED SURVEY NO. 3927

10 Aug 2005 - 6:04p V:\DD2\Midpoint school parcel desc\dwg\midpoint.pape parcel VIEW RESTRICTIONS.DWG by: jru



REEDSBURG - MADISON - SCHOFIELD - PRAIRIE DU CHIEN
999 Fourler Road Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

REVISIONS	SCALE 1" = 300'	SHEET
	CHECKED jrq	1 OF 2
	DRAFTER jrq	
JOB NO. 23044786 task 006	FILE midpoint.pape parcel VIEW RESTRICTIONS.DWG	
	DATE August 10, 2005	

5

LEGAL DESCRIPTIONS**WHITE BOARD FENCE LOCATION**

Being located in part of the SE ¼ of the SE ¼ and the NE ¼ of the SE ¼, all in Section 17, T 7 N, R 8 E, Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the Southeast Corner of said Section 17; thence S 89°34'27" W, along the South line of the said SE ¼ and the centerline of West Old Sauk Road, 1032.62 feet; thence N 00°58'03" E, 33.01 feet to the intersection with the North right of way of West Old Sauk Road and the point of beginning; thence continuing N 00°58'03" E, 556.99 feet; thence N 14°51'06" E, 885.56 feet to the point of termination thereof.

Said point of termination lying N 28°57'07" W, 1643.62 feet from the said Southeast Corner of Section 17.

OPEN SPACE DESCRIPTION

Being located in part of the SE ¼ of the SE ¼ of Section 17, T 7 N, R 8 E, Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the Southeast Corner of said Section 17; thence S 89°34'27" W, along the South line of the said SE ¼ and the centerline of West Old Sauk Road, 1032.62 feet; thence N 00°58'03" E, 33.01 feet to the intersection with the North right of way of West Old Sauk Road and the point of beginning; thence continuing N 00°58'03" E, 556.99 feet; thence N 14°51'06" E, 291.96 feet; thence S 24°33'36" E, 918.77 to the intersection with the said North right of way of West Old Sauk Road; thence S 89°34'27" W, along the said North right of way, being 33 feet north of and parallel with the said South line of the SE ¼, 466.14 feet to the point of beginning.

Containing 214,931 sq. ft. or 4.9341 acres, more or less.

VIEWING AREA DESCRIPTION

Being located in part of the NE ¼ of the SE ¼ of Section 17, T 7 N, R 8 E, Town of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the Southeast Corner of said Section 17; thence S 89°34'27" W, along the South line of the said SE ¼ and the centerline of West Old Sauk Road, 1325.52 feet; thence N 00°08'00" W, along the West line of the SE ¼ of the SE ¼ of said Section 17, 1329.82 feet to the point of beginning; thence continuing N 00°08'00" W, along the West line of the said NE ¼ of the SE ¼, 115.00 feet; thence N 89°39'02" E, 120.00 feet; thence S 00°08'00" E, 115.00 feet; thence S 89°39'02" W, along the South line of the said NE ¼ of the SE ¼, 120.00 feet to the point of beginning.

Containing 13,800 sq. ft. or 0.3168 acres, more or less.

**AGREEMENT TO ENTER INTO AN AMENDMENT TO THE DECLARATION OF
RESTRICTIONS AND COVENANTS**

This Agreement to Enter into an Amendment to the Declaration of Restrictions and Covenants (this "Agreement") is made as of the 19th day of February, 2019, by and between Melvin Pope, as representative of the Declarants (defined below) (hereafter "Pope"), and the Middleton-Cross Plains Area School District (hereafter "School District").

RECITALS

A. Members of the Pope Family consisting of Arthur L. Pope, Elizabeth J. Pope and Lucille Pope (collectively, the "Declarants") entered into a document entitled "Declaration of Restrictions and Covenants" dated August 24, 2006, and recorded in the office of the Dane County Register of Deeds on September 7, 2006, as Document No. 4233006 (hereafter referred to as the "Restrictions"). These Restrictions impose a series of restrictions and covenants for the usage of a parcel of land referred to as the "Park Parcel" (now known as the Pope Farm Conservancy) and a "Residential Parcel," the latter parcel of which is designated for use and development of school facilities and single-family residential lots. The Residential Parcel is now owned by the School District. Any capitalized terms used in this Agreement, but undefined in this Agreement, shall have the same meanings as ascribed to such terms in the Restrictions.

B. Article IV of the Restrictions impose a variety of requirements, limitations and restrictions, two of which shall be and are the subject of this bilateral agreement.

C. The Restrictions can be amended following the procedure set forth in Article VII of the Restrictions. Among other requirements, any amendment affecting the Residential Parcel must be in writing, in recordable form and executed by the Town of Middleton, the then owner of the Residential Parcel and any of the Declarants' Representatives, of which Pope is one such representative.

D. The purpose of this specific bilateral agreement is to memorialize the understandings and agreements made between School District and Pope in his capacity as a Declarants' Representative. It is intended by the parties hereto that the School District may rely upon the terms of this Agreement for the purpose of seeking and obtaining the agreement of the Town of Middleton to the provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **RECITALS.** The above Recitals, Paragraphs A through D, are hereby incorporated into and made a specific part of this Agreement of the parties.

2. **SCHOOL NAMES.** The School District intends to develop the Residential Parcel in two stages, with the first stage being the construction of an elementary school and single-family residential lots and the second stage being the construction of a middle school. In connection with

the development and construction of these two proposed school facilities, subject to the provisions of this Section 2, the School District covenants and agrees that it will name the elementary school as follows: "Pope Farm Elementary School". Subject to the provisions of this Section 2, the School District covenants and agrees to name the middle school as follows: "Pope Farm Middle School". Subject to the provisions of this Section 2, the foregoing names of these school facilities shall endure in perpetuity. Such agreements shall be formalized in the amendment to the Restrictions which shall be entered into by the parties hereto. Notwithstanding anything to the contrary set forth in this Agreement, in the event the "Pope Farm" name or "Pope" family name becomes associated with any matter, occurrence or event which could be expected to (i) cause the School District to suffer from negative publicity, as determined in the School District's reasonable discretion, or (ii) bring discredit upon the students or staff of the School District, as determined in the School District's reasonable discretion, then the School District shall have the right to change the names for the middle school and the elementary school. For the purposes of this Section, the references to "Pope Farm" and/or "Pope" family name and any matter, occurrence or event shall be strictly limited to matters, occurrences or events directly involving Arthur or Betty Pope or the children of Arthur, specifically Melvin Pope, William Pope and Lucille Pope and none others (hereafter referred to as the "Family Members"). For any such matter, occurrence or event to form a basis for a potential name change, such matter, occurrence or event must be of such an egregious or catastrophic nature as to fundamentally destroy the reputation of the affected Family Member and be assured to produce significant and long-lasting adverse publicity for the School District. Before commencing any public action to initiate a school name change, the School District must notify Pope (or his designee) in writing of the intent to seek a name change together with a detailed description of the basis for seeking a name change. Thereafter, Pope shall have the right to publically and privately advocate for no name change.

3. **LIMITATION ON BUILDING HEIGHTS.** The School District acknowledges that the Declarants were and, through the Declarants' Representatives, continue to be irrevocably committed to the preservation of the view from the Park Parcel to both Lake Mendota and the State Capital Building. To this end, Article IV.B.3. was placed into the Restrictions. In the context of this absolute height limitation, the School District, as it has developed plans for the imminent construction of the elementary school, has discovered that if the height restriction remains in place, it will mandate an increase in overall construction costs of approximately One Million Dollars (\$1,000,000.00). The School District has examined alternative plans which would eliminate the necessity for such a retaining wall provided that the height limitations set forth in the original Restrictions were modified to allow the height limitation to be increased from 1,160 feet to 1,170 feet (as referenced by the North American Vertical Datum of 1988). Attached to this Agreement are two photographs prepared by the School District of the actual and proposed view of Lake Mendota and the State Capital Building from the Vantage Point, as defined below:

- 1) **Exhibit A** shows the view of the Residential Parcel from the Vantage Point upon the Park Parcel, with the elementary school structure superimposed upon the photograph at an elevation believed to be 1,160 feet.
- 2) **Exhibit B** shows the view of the Residential Parcel from the Vantage Point upon the Park Parcel, with the elementary school structure superimposed upon the photograph

at an elevation believed to be 1,170 feet, which structure, as superimposed, does not exceed the elevation believed to be 1,170 feet.

(The "Vantage Point," as used in this Agreement, means the location at the geology amphitheater at the top of the hill at a height of 2 feet above the stone seats facing easterly toward Lake Mendota and the State Capital Building. The GPS coordinates of the Vantage Point are easting 772559.8 and northing 484286.3, with an elevation of 1182.471.)

As attached, Exhibit B shows that both Lake Mendota and the State Capital Building continue to be visible from the Vantage Point, which visibility is an absolute requirement which is not open to compromise. In the comparison of the actual view depicted by Exhibit B from the Vantage Point with the elevation as revised to 1,170 feet, the Exhibit B view is absolutely controlling and the Exhibit B view must be preserved regardless of what the revised elevation of 1,170 feet allows for the maximum height of the proposed elementary school building. Pope, as an authorized Declarant Representative, by this Agreement, agrees to enter into an amendment to the Restrictions with the School District and the Town of Middleton, which shall increase the height restriction as set forth in the original Restrictions from 1,160 feet to 1,170 feet, subject to absolute compliance with the preservation of the view shown in Exhibit B. The School District specifically understands and agrees that in its construction of the school facility, at no time or under any circumstance can any part of the building or any structure, fixture or appendage of any kind or nature exceed the amended height restriction as portrayed in the view of Exhibit B and that if for any reason, whether by intention, inadvertence, error in calculations or any other reason, this height limitation is exceeded and/or the visibility of Lake Mendota or the State Capital Building from the Vantage Point is infringed upon to any extent, to the same extent, this Agreement and the Amended Restrictions will be in default. The School District acknowledges that Pope is accepting and relying upon the absolute guarantee of the School District that notwithstanding the amended height restriction, the view as portrayed in Exhibit B shall not be violated in any way or to any extent whatsoever. In the event the School District defaults in its performance of this Agreement and the Amended Restrictions, it shall have the absolute obligation to cure the default by restoring the Exhibit B view within not more than one (1) year after the School District's receipt of written notice from Pope or any of Declarant's Representatives; provided, however, Pope agrees that any such notice of default must be given no later than six (6) months after the substantial completion of the elementary school and, in the event Pope does not timely give such notice, Pope shall have no right to claim a violation of such height restriction by the School District.

4. VERIFICATION OF COMPLIANCE WITH BUILDING HEIGHT RESTRICTION. During construction of the elementary school, it is agreed that steps shall be implemented to assure that the Exhibit B view is protected and retained. To this end, the School District and Pope agree to comply with the following procedure:

- A) As soon as the grade is established for the school and before any permanent construction, the School District shall notify Pope to conduct a visual inspection of the view from the Vantage Point. To facilitate this view, the contractor shall provide (erect) a mockup of the final height of the completed building. Pope shall, within two (2) business days after Pope's receipt of such notice, check the view

from the Vantage Point to determine if the view is protected and retained. At the same time, the School District shall cause its photographer take another picture from the exact same location and height as was used for the production of Exhibit B. That photograph shall be reviewed by Pope within the same two (2) business day period to verify that the photograph establishes that the required view has been protected and retained. If the view has not been protected and retained, the School District shall immediately take the necessary steps to bring the construction of the school building into compliance with the view requirements. A copy of the photograph shall be sent to Pope and the School District shall preserve the photograph as evidence of compliance. This entire photographic verification process shall be referred to in this Agreement as "Verification of View Preservation" or "VVP."

- B) This VVP shall be conducted periodically throughout the elementary school construction process. The exact times and stages of construction shall be subject to the mutual agreement of the parties with the understanding that the VVP shall be arranged and completed upon the reasonable request of either party and in no event, not less frequently than monthly or at such time as a significant major permanent part of the building construction is about to be constructed.

The intent of the parties by establishing this VVP process is to avoid any permanent construction which would interfere with the required view from the Vantage Point and thereby require any default to be cured.

5. **BOARD FENCE CONSTRUCTION.** Article IV.B.6.c. sets forth both the requirement for and other terms and provisions regarding the quality, style, location and configuration of a certain "white board fence". With respect to the design, selection of fencing material and the actual construction of said fence, Pope, as a Declarants' Representative, and the School District agree that said fence must be compatible with the existing fence running along the southerly boundary of the Park Parcel bordering on Old Sauk Road and shall otherwise comply with the terms and provisions of Article IV.B.6.c. of the Restrictions. The compatibility of the new fence and the location of openings in the new fence to allow access from the School Site to the Park Parcel shall be subject to the approval of both a Declarants' Representative and the Town of Middleton staff, which approval shall not be unreasonably withheld, conditioned or delayed.

6. **ATTORNEYS' FEES.** The School District agrees that it will pay the reasonable attorneys' fees of Pope, in his capacity as the Declarants' Representative, incurred in connection with the negotiation and preparation of this Agreement and all legal services rendered to the Declarants' Representative through the preparation, execution and recording of any eventual amendment to the original Restrictions. The School District has been advised that Pope's attorney is Jerry E. McAdow of the firm of Boardman & Clark, LLP.

7. **RELATIONSHIP TO ORIGINAL RESTRICTIONS.** Except as may be modified by a formal amendment to the Restrictions to be entered into by the Town of Middleton, Pope, as a Declarants' Representative, and the School District, the Restrictions shall remain in full force and effect without change of any kind or nature to any other term or provision. It is

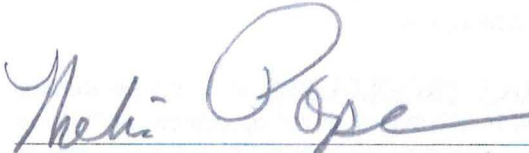
acknowledged and agreed that the modification of the height restriction described in this Agreement is strictly limited to the construction of the elementary school and that the original height restriction of 1.160 feet remains in full force and effect for the remainder of the Park Parcel, including specifically the construction of a future middle school.

8. **PROCESS AND SCHOOL DISTRICT PROCEDURES.** It is understood and agreed by the parties hereto that School District will be relying upon the agreement of Pope as expressed in this Agreement to enter into a formal amendment to the original Restrictions, subject to the approval of the Town of Middleton and its agreement to enter into an amendment of the original Restrictions in accordance with the terms of this Agreement. It is the responsibility of the School District to take all reasonably necessary and appropriate steps to obtain the agreement of the Town of Middleton, but the School District shall have no liability in the event the Town of Middleton does not agree to or approve any terms and provisions of this Agreement.

[Signatures on Following Page.]

This Agreement made and entered into on the day and date first above stated.

POPE:



Melvin Pope, as Declarants Representative

SCHOOL DISTRICT:

MIDDLETON-CROSS PLAINS AREA
SCHOOL DISTRICT


By: 
Name: Bob Green
Title: Board President

EXHIBIT A

Picture from Vantage Point with School at 1,160 Elevation



VIEW 7 Camera @ 2'

Roofline Elevation 1160'

EXHIBIT B

Picture from Vantage Point with School at 1,170 Elevation



VIEW 7 Camera @ 2'

Roofline Elevation 11,70'

**AMENDMENT TO DECLARATION
OF RESTRICTIONS AND COVENANTS**

DOCUMENT NO.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Danny S. Tang
Godfrey & Kahn, S.C.
1 East Main Street, Suite 500
Madison, WI 53703

See Exhibit A

Parcel Identification Number

AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS (this "Amendment") is made as of the ____ day of _____, 2019, by MELVIN POPE, in his capacity as a Declarants' Representative, as defined below ("Pope"), the MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT ("MCPASD"), and the TOWN OF MIDDLETON (the "Town").

RECITALS

A. Arthur L. Pope, Elizabeth J. Pope, and Lucille Pope (collectively, the "Declarants") entered into that certain Declaration of Restrictions and Covenants dated as of August 24, 2006, and recorded with the Dane County Register of Deeds' Office on September 7, 2006, as Document No. 4233006 (the "Declaration"), which Declaration encumbers the real property set forth on Exhibit A attached hereto and made a part hereof by reference (the "Property"). All capitalized terms used in this Amendment, but undefined herein, shall have the same meanings as ascribed to such terms in the Declaration.

B. MCPASD currently owns the Residential Property, as defined in the Declaration.

C. Pope, in his capacity as a Declarants' Representative, and MCPASD have entered into that certain Agreement to Enter into an Amendment to the Declaration of Restrictions and Covenants dated as of _____, 2019 (the "Agreement"), pursuant to which Pope and MCPASD have agreed to amend certain terms and provisions of the Declaration.

D. The amendments and modifications to the Declaration contemplated by the Agreement require the execution by the Town of this Amendment.

E. Pope, as a Declarants' Representative, MCPASD, and the Town desire to amend the Declaration as set forth therein, subject to the terms and provisions of this Amendment.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agreement as follows:

1. Recitals. The recitals set forth above are hereby incorporated into this Amendment.

2. Naming of Schools on Residential Parcel. MCPASD intends to, but shall not be obligated to, develop the Residential Parcel in two stages, with (i) the first stage being the construction of an elementary school and single-family residential lots, and (ii) the second stage being the construction of a middle school (collectively, the "Schools"). In connection with the development and construction the proposed Schools, subject to the provisions of this Section 2, MCPASD covenants and agrees that it will name the elementary school as follows: "Pope Farm Elementary School." Subject to the provisions of this Section 2, MCPASD covenants and agrees to name the middle school as follows: "Pope Farm Middle School." Subject to the provisions of this Section 2, the Schools shall have the names set forth in this Section in perpetuity. Notwithstanding anything to the contrary set forth in this Amendment or the Declaration, in the

event the "Pope Farm" name or "Pope" family name becomes associated with any matter, occurrence or event which could be expected to (i) cause MCPASD to suffer from negative publicity, as determined in MCPASD's reasonable discretion, or (ii) bring discredit upon the students or staff of MCPASD, as determined in MCPASD's reasonable discretion, then MCPASD shall have the right to change the names for the Schools. For the purposes of this Section, the references to "Pope Farm" and/or "Pope" family name and any matter, occurrence or event shall be strictly limited to matters, occurrences or events directly involving Arthur or Betty Pope or the children of Arthur, specifically Melvin Pope, William Pope and Lucille Pope and none others (hereafter referred to as the "Family Members"). For any such matter, occurrence or event to form a basis for a potential name change, such matter, occurrence or event must be of such an egregious or catastrophic nature as to fundamentally destroy the reputation of the affected Family Member and be assured to produce significant and long-lasting adverse publicity for MCPASD. Before commencing any public action to initiate a school name change, MCPASD must notify Pope (or his designee) in writing of the intent to seek a name change together with a detailed description of the basis for seeking a name change. Thereafter, Pope shall have the right to publically and privately advocate for no name change.

3. Elevation of Improvements on Residential Parcel. Section IV.B.3. of the Declaration is hereby amended to provide that the highest point of elevation of any part of the elementary school to be constructed upon the Residential Parcel (including any structure, fixture or appendage of any kind or nature which exceeds the amended height restriction as portrayed in the Exhibit B view) shall not exceed 1,170 feet as referenced by the North American Vertical Datum of 1988 (in the event of any conflict between the height limitation of 1170 feet and the preservation of the mandatory Exhibit B view, the Exhibit B view shall be controlling); provided, however, Pope and MCPASD agree and acknowledge that (i) such increase in height restriction shall only apply to the elementary school to be constructed upon the Residential Parcel and the height limitation for all other buildings and structures shall remain at 1,160 feet as referenced by the North American Vertical Datum of 1988, (ii) Exhibit B and Paragraph 3 to the Agreement set forth the required continuing view from the Vantage Point, as defined in the Agreement, of Lake Mendota and the State Capital Building after the construction of the elementary School, and (iii) in the event the view of Lake Mendota or the State Capital Building from the Vantage Point is obstructed to any extent greater than as is shown in Exhibit B to the Agreement, such obstruction shall be deemed to be a violation of and a default in the performance of this amendment to the Restrictions and MCPASD shall have the absolute obligation to cure the violation and default by restoring the view set forth in Exhibit B to the Agreement within not more than one (1) year after MCPASD's receipt of written notice from Pope or any of Declarant's Representatives; provided, however, Pope, on behalf of himself and the Declarants, agrees that any such notice of default must be given no later than six (6) months after the substantial completion of the elementary school and, in the event Pope does not timely give such notice, Pope shall have no right to claim a violation of such height restriction by MCPASD.

4. Board Fence Construction. Section IV.B.6.c. of the Declaration is hereby amended to further provide that, with respect to the design, selection of fencing material and the actual construction of said fence, said fence must be compatible with the existing fence running along the southerly boundary of the Park Parcel bordering on Old Sauk Road and shall otherwise comply with the terms and provisions of Section IV.B.6.c. of the Declaration. Section IV.B.6.c. of the Declaration is hereby amended to provide that the compatibility of the new fence and the

location of openings in the new fence to allow access from the School Site to the Park shall be subject to approval from both a Declarants' Representative and the Town of Middleton staff, which approval shall not be unreasonably withheld, conditioned or delayed.

5. Effect. All other terms and conditions of the Declaration, except as specifically amended hereby, remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

TOWN:

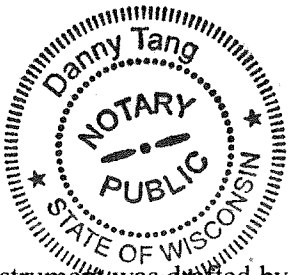
TOWN OF MIDDLETON

By: Cynthia Richson
Name: Town Board Chair
Title: Cynthia Richson

Attest: Hailey Roessler
Name: Hailey Roessler
Title: Town Clerk/Office Mgr.

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 18th day of March, 2019, the above-named Cynthia Richson and Hailey Roessler, as Town Board Chair and Town Clerk/Office Mgr., respectively, of the Town of Middleton, and the persons who executed the foregoing instrument, and acknowledged the same on behalf of the Town of Middleton and by its authority.



[Signature]
Name: DANNY TANG
Notary Public, State of Wisconsin
My commission: is permanent

This instrument ~~was~~ drafted by and, after recording, should be returned to:

Danny S. Tang
Godfrey & Kahn, S.C.
1 East Main Street, Suite 500
Madison, Wisconsin 53703

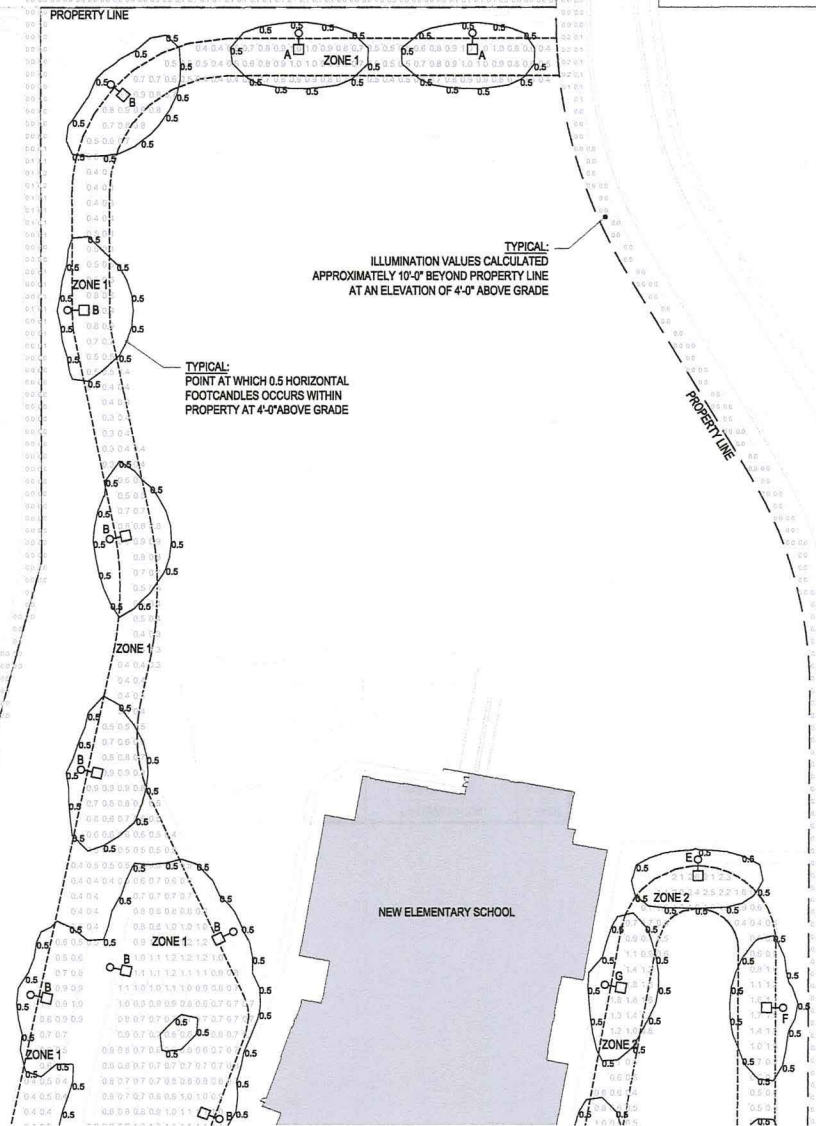
EXHIBIT A

Legal Description of the Property

[To be inserted with PINs.]

20040712.4

STATISTICS					
ZONE	DESCRIPTION	AVERAGE	MAXIMUM	MINIMUM	AVG-MIN
ZONE 1	WEST DRIVES/BUS LANES	0.8 FC	1.4 FC	0.3 FC	2.7:1
ZONE 2	EAST DRIVES	1 FC	2.6 FC	0.2 FC	5:1
ZONE 3	SOUTH PARKING	0.9 FC	1.6 FC	0.2 FC	4.5:1



1 SITE PHOTOMETRICS PLAN - NORTH

1" = 30'-0"



epstein uhen : architects
 Milwaukee 333 East Chicago Street
 Milwaukee, Wisconsin 53202
 414.271.2500
 Madison 325 West Johnson Street, Suite 302
 Madison, Wisconsin 53703
 608.442.3900
 Des Moines 402 Walnut Street, Suite 402
 Des Moines, Iowa 50309
 515.251.0842
 Denver 1000 Wynkoop Street, Suite 300
 Denver, Colorado 80202
 303.555.0200



D PROJECT INFORMATION

MIDDLETON -
 CROSS PLAINS
 ELEMENTARY
 SCHOOL

MADISON, WI

C ISSUANCE AND REVISIONS

DATE	DESCRIPTION

KEY PLAN

SHEET INFORMATION

**PROGRESS DOCUMENTS
 NOT FOR CONSTRUCTION**

These documents, when prepared and used, are subject to change, including additional sheets. These are not final construction documents and shall not be used for final bidding or construction-related purposes.

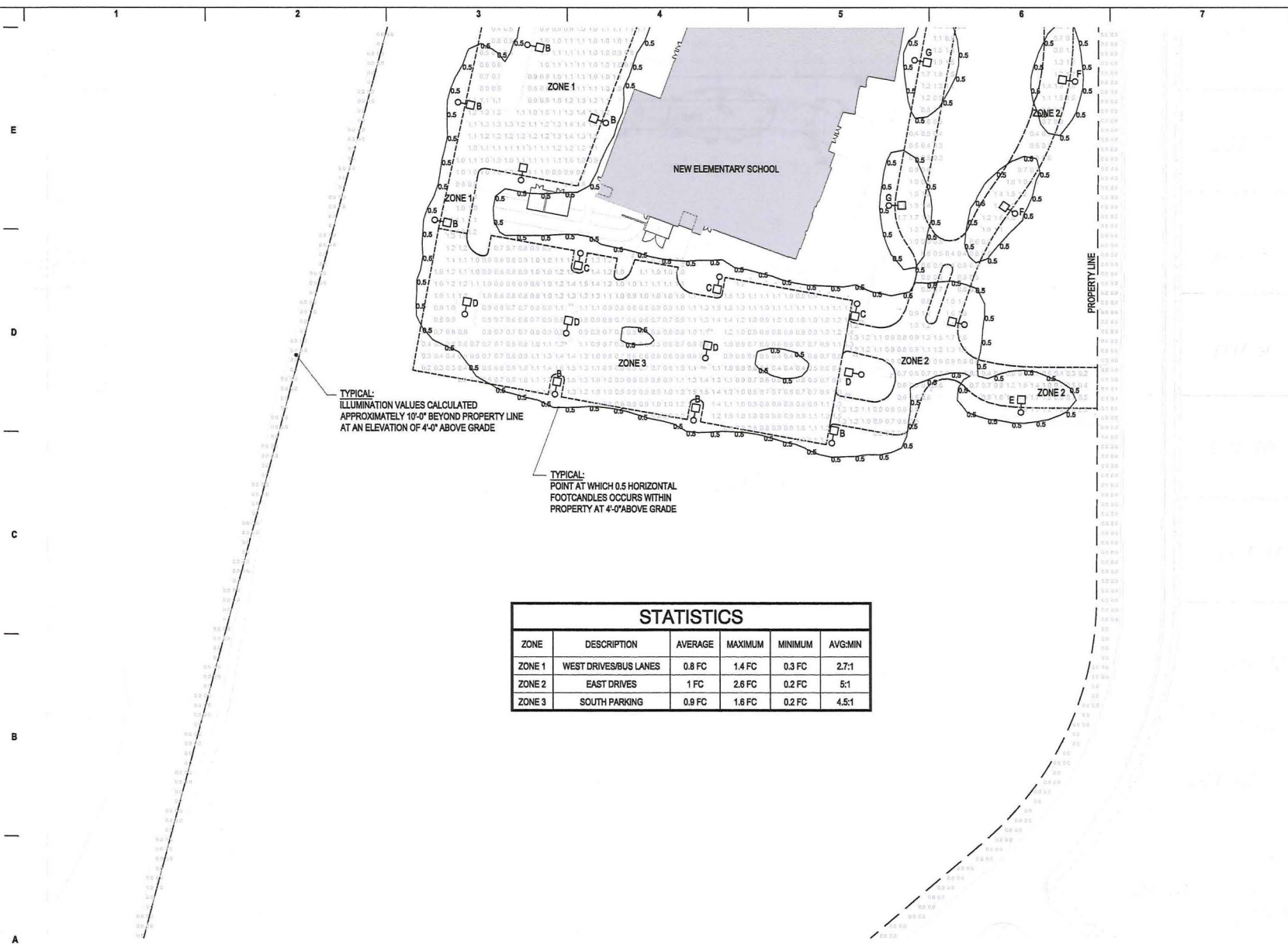
PROJECT MANAGER JQH
 PROJECT NUMBER E08.16.02



SITE PHOTOMETRICS
 PLAN - NORTH

E002

© Epstein Uhen Architects, Inc.



TYPICAL:
ILLUMINATION VALUES CALCULATED
APPROXIMATELY 10'-0" BEYOND PROPERTY LINE
AT AN ELEVATION OF 4'-0" ABOVE GRADE

TYPICAL:
POINT AT WHICH 0.5 HORIZONTAL
FOOTCANDLES OCCURS WITHIN
PROPERTY AT 4'-0" ABOVE GRADE

STATISTICS					
ZONE	DESCRIPTION	AVERAGE	MAXIMUM	MINIMUM	AVG-MIN
ZONE 1	WEST DRIVES/BUS LANES	0.8 FC	1.4 FC	0.3 FC	2.7:1
ZONE 2	EAST DRIVES	1 FC	2.6 FC	0.2 FC	5:1
ZONE 3	SOUTH PARKING	0.9 FC	1.6 FC	0.2 FC	4.5:1

1 SITE PHOTOMETRICS PLAN - CENTRAL
1" = 30'-0"



epstein uhen : architects
 architects 225 East Chicago Street
 Milwaukee, Wisconsin 53202
 414.271.2282
 madison 325 West Johnson Street, Suite 202
 Madison, Wisconsin 53703
 608.443.3329
 east milwaukee 825 Walnut Street, Suite 400
 East Milwaukee, WI 53212
 414.271.2282
 egypt 1260 Westpark Street, Suite 200
 Denver, Colorado 80202
 303.295.4521



PROJECT INFORMATION
**MIDDLETON -
 CROSS PLAINS
 ELEMENTARY
 SCHOOL**
 MADISON, WI

ISSUANCE AND REVISIONS

DATE	DESCRIPTION

KEY PLAN

SHEET INFORMATION

**PROGRESS DOCUMENTS
 NOT FOR CONSTRUCTION**
 These documents reflect proposed and issued drawings
 are subject to change, including without limitation, those
 that are not final construction documents and shall not be
 used for final bidding or construction-related purposes.

PROJECT MANAGER JGH
 PROJECT NUMBER E008.18.02



SITE PHOTOMETRICS
 PLAN - CENTRAL
E003

12

LIGHT FIXTURE SCHEDULE

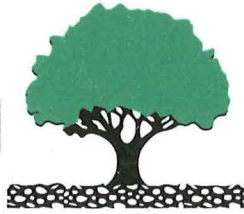
TYPE	DESCRIPTION	MANUFACTURER	REFERENCE CATALOG #	LAMPS	WATTS	VOLTS	NOTES
A	13"W X 8"H x 33"D AREA FIXTURE, 30 LED ENGINE, 530mA DRIVE CURRENT, 4000K CCT, TYPE II SHORT DISTRIBUTION, HOUSE-SIDE SHIELD, ROUND POLE MOUNTING OPTION, NATURAL ALUMINUM FINISH	LITHONIA	DSX1 LED P1 40K T2S MVOLT RPA HS	LED 6,450 LUMENS	54	MVOLT	1
B	13"W X 8"H x 33"D AREA FIXTURE, 30 LED ENGINE, 530mA DRIVE CURRENT, 4000K CCT, TYPE II MEDIUM DISTRIBUTION, HOUSE-SIDE SHIELD, ROUND POLE MOUNTING OPTION, NATURAL ALUMINUM FINISH	LITHONIA	DSX1 LED P1 40K T2M MVOLT RPA HS	LED 6,480 LUMENS	54	MVOLT	1
C	13"W X 8"H x 33"D AREA FIXTURE, 30 LED ENGINE, 530mA DRIVE CURRENT, 4000K CCT, TYPE II MEDIUM DISTRIBUTION, ROUND POLE MOUNTING OPTION, NATURAL ALUMINUM FINISH	LITHONIA	DSX1 LED P1 40K T2M MVOLT RPA HS	LED 6,480 LUMENS	54	MVOLT	1
D	13"W X 8"H x 33"D AREA FIXTURE, 30 LED ENGINE, 530mA DRIVE CURRENT, 4000K CCT, TYPE V MEDIUM DISTRIBUTION, ROUND POLE MOUNTING OPTION, NATURAL ALUMINUM FINISH	LITHONIA	DSX1 LED P1 40K T2M MVOLT RPA HS	LED 6,700 LUMENS	54	MVOLT	1
E	13"W X 8"H x 33"D AREA FIXTURE, 30 LED ENGINE, 530mA DRIVE CURRENT, 4000K CCT, TYPE II SHORT DISTRIBUTION, HOUSE-SIDE SHIELD, ROUND POLE MOUNTING OPTION, NATURAL ALUMINUM FINISH	LITHONIA	DSX1 LED P1 40K T2S MVOLT RPA HS	LED 6,450 LUMENS	54	MVOLT	2
F	13"W X 8"H x 33"D AREA FIXTURE, 30 LED ENGINE, 530mA DRIVE CURRENT, 4000K CCT, TYPE II MEDIUM DISTRIBUTION, HOUSE-SIDE SHIELD, ROUND POLE MOUNTING OPTION, NATURAL ALUMINUM FINISH	LITHONIA	DSX1 LED P1 40K T2M MVOLT RPA HS	LED 6,480 LUMENS	54	MVOLT	2
G	13"W X 8"H x 33"D AREA FIXTURE, 30 LED ENGINE, 530mA DRIVE CURRENT, 4000K CCT, TYPE II MEDIUM DISTRIBUTION, ROUND POLE MOUNTING OPTION, NATURAL ALUMINUM FINISH	LITHONIA	DSX1 LED P1 40K T2M MVOLT RPA HS	LED 6,480 LUMENS	54	MVOLT	2

NOTES:

1. FIXTURE SHALL BE MOUNTED ON A 27'-0" TALL, ROUND TAPERED, ANODIZED ALUMINUM (WITH OPTIONAL POWDER COAT FINISH) CONTINUOUS POLE WITH HAND HOLE AND VIBRATION DAMPENERS. POLE SHALL BE MOUNTED TO A 24" DIAMETER, 30" HIGH EXTENDED POLE BASE WITH SQUARE METAL BASE. ENTIRE ASSEMBLY SHALL BE CAPABLE OF WITHSTANDING 100 MILE PER HOUR VELOCITY. FIXTURE MOUNTING HEIGHT SHALL NOT EXCEED 30'-0" ABOVE FINISHED GRADE.
2. FIXTURE SHALL BE MOUNTED ON A 17'-0" TALL, ROUND TAPERED, ANODIZED ALUMINUM (WITH OPTIONAL POWDER COAT FINISH) CONTINUOUS POLE WITH HAND HOLE AND VIBRATION DAMPENERS. POLE SHALL BE MOUNTED TO A 24" DIAMETER, 30" HIGH EXTENDED POLE BASE WITH SQUARE METAL BASE. ENTIRE ASSEMBLY SHALL BE CAPABLE OF WITHSTANDING 100 MILE PER HOUR VELOCITY. FIXTURE MOUNTING HEIGHT SHALL NOT EXCEED 20'-0" ABOVE FINISHED GRADE.

Revised Site Plan Pg 38

FRIENDS OF POPE FARM CONSERVANCY



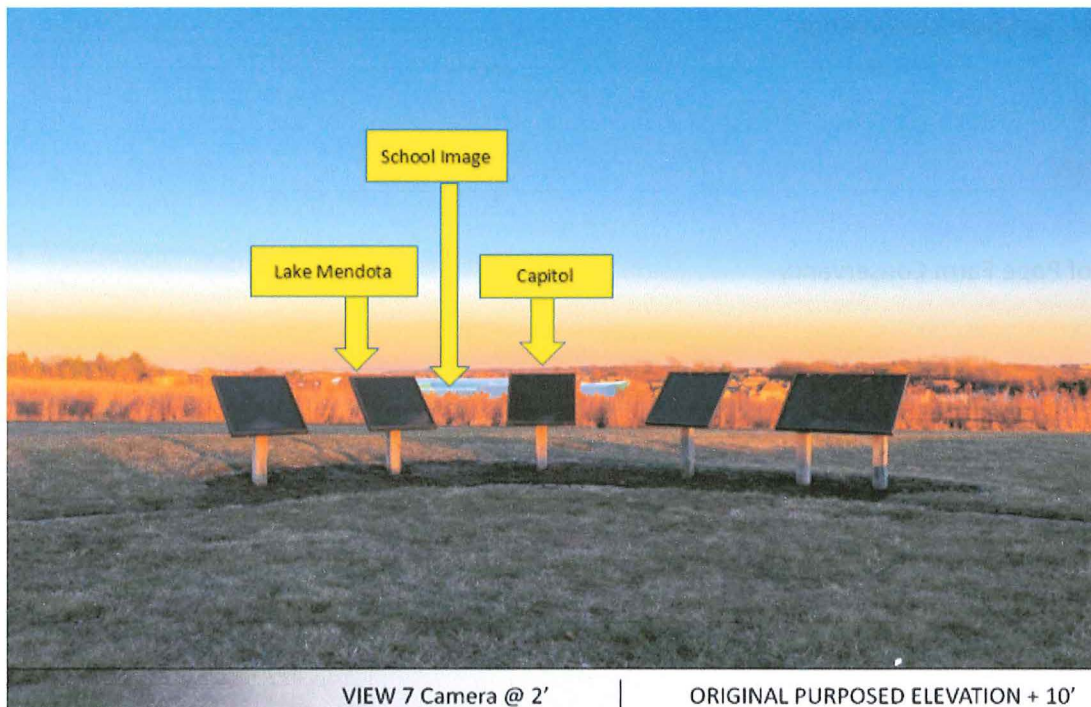
April 2, 2019

Dear Sir/Madam,

RE: Trees on the MCPASD site contiguous to Pope Farm Conservancy

I am writing this letter to explain why the planting of trees on the west side of Pope Farm Elementary School would not be a workable option.

Over the years, we have been extremely careful not to interfere with the viewing corridor from the viewing (picnic) area of Pope Farm Conservancy to Lake Mendota, the Capitol, and surrounding areas. In that regard the Pope Family has placed height restrictions on the property to ensure that vision would not be compromised. The photo below was taken from the viewing area in the Conservancy, and depicts what the school will look like from that vantage point. Although you don't see much of the school, you can see that the school image comes close to the Lake Mendota and the Capitol viewing corridor. Planting trees between the school and the Conservancy could have a negative impact on this important feature of the Conservancy by blocking that view.



In the past, I have had conversations with Brad Murphy (City of Madison) about this, and he has agreed that it is important to maintain the view to the lake and the Capitol. This includes the height of outdoor light fixtures on the school property, special height restrictions on key lots in the Blackhawk development, and trees that could interfere with this viewing corridor over time.

One of the unique features of the Conservancy is the rolling open feeling of the land. From the viewing area you can also see the headwaters of the Black Earth Creek, the terminal Moraine, and the Old Military trail to the South East. Planting any type of trees within this viewscape must be carefully thought out.

Running along the Eastern boundary of the Conservancy is a Forbes Prairie that is not only beautiful, but a harbor for wildlife. We are hoping that the view from the school will lead to interest from the students. The theme for Pope Farm Elementary is Pollinators and Prairie Plants. We think students at Pope Farm Elementary should have an open view to the Prairies and Pollinators unhindered by trees. We feel the architects have done an excellent job on the exterior of the school. The green rectangles on the side of the building represent farm fields in rural Wisconsin—a perfect fit with the Conservancy.

Given the ambiance created by the 360-degree panoramic view at the picnic area, we believe it would be in the best interest of the Conservancy to forgo planting trees between the school and the prairies, or any place that would impinge on the current height restrictions on the property.

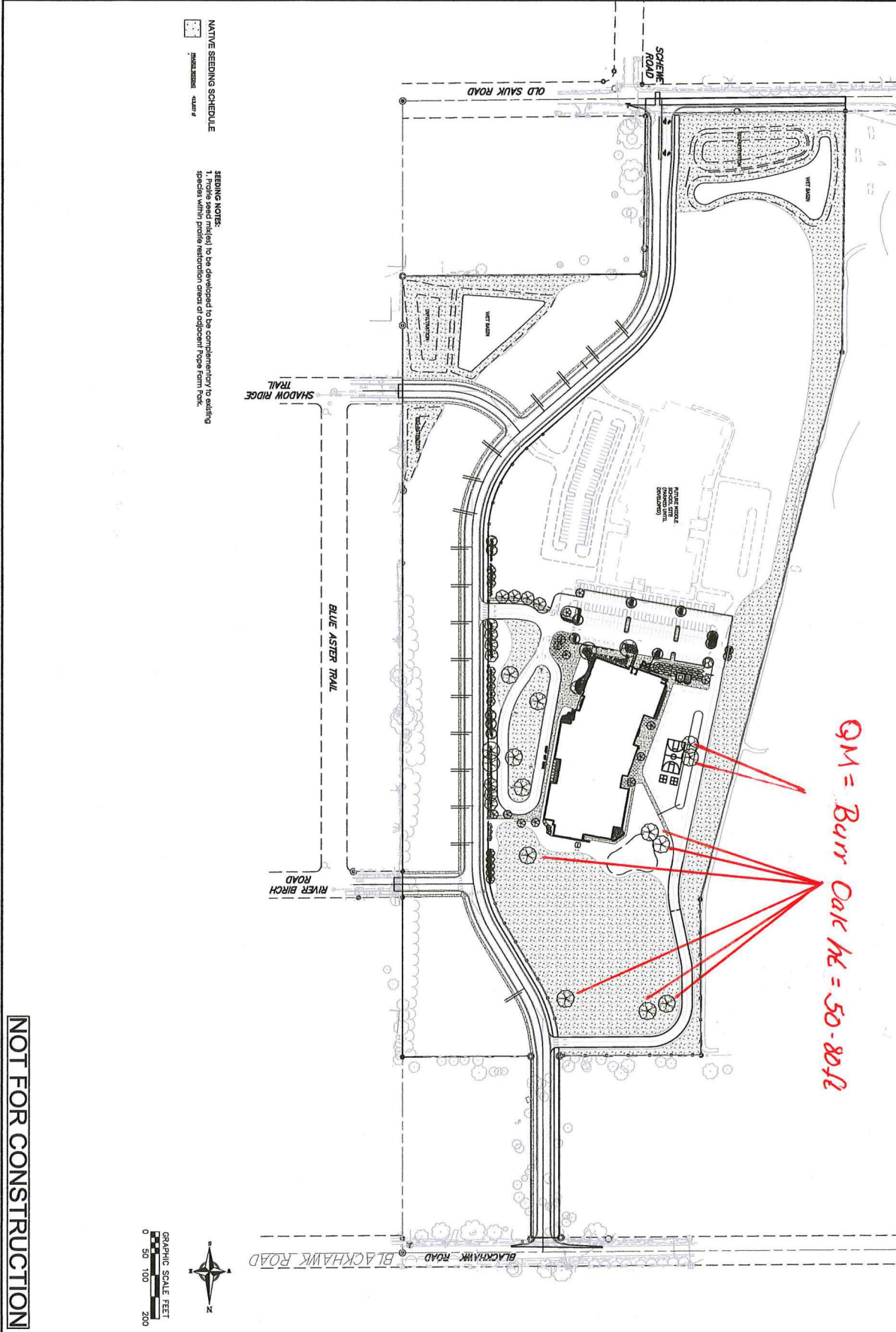
Thank you for your consideration,

Mel Pope

Mel Pope

Chair

Friends of Pope Farm Conservancy



QM = Burr Oak ht = 50-80ft

NOT FOR CONSTRUCTION

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
1					

Landscape Overall
 Middleton-Cross Plains Elementary School
 City of Madison
 Dane County, Wisconsin

vierbicher
 planners | engineers | advisors
 Phone: (800) 261-3898

5