

**EXHIBIT 1 TO CDA RESOLUTION
EV STATION SITE HOST AGREEMENT**

Between the County of Dane and the Community Development Authority of the City of Madison

This Electric Vehicle Charging Station Site Host Agreement (“Agreement”), made upon the date of its full execution (“Effective Date”), is entered into by and between the County of Dane (“County”), a Wisconsin quasi-municipal corporation with offices at 210 Martin Luther King, Jr. Blvd, Room 419, Madison, WI 53705, and Community Development Authority of the City of Madison (“Site Host”), a redevelopment authority created under Section 66.1335, Wis. Stats., with facilities at **3538 Straubel St, Madison, WI 53704**.

WHEREAS, County applied to the United States Department of Transportation, Federal Highway Administration, for a grant under the Charging and Fueling Infrastructure Discretionary Grant Program (“CFI Grant”) to install electric vehicle charging stations throughout Dane County, and

WHEREAS, County conducted an open and competitive process to select installation sites that were unlikely to be prioritized by the private market, and

WHEREAS, Site Host is the owner of **Truax Park Development Phase 2 located at 3538 Straubel St, Madison, WI 53704** (“Site”), and

WHEREAS, Site was selected by County as an installation site for an electric vehicle charging station because it is located in one of the following designated priority areas: (i.) Rural, (ii.) low- and moderate-income neighborhood, (iii.) an area with low ratio of private parking to households, (iv.) an area with high ratio of multifamily dwellings to single family homes, (v.) or an area with active and public transportation services and connections (“Priority Area”), and

WHEREAS, Site Host desires to have County install two (2) electric vehicle charging stations and infrastructure (collectively the “Facilities”) defined in the attached Exhibit A at the Site under the terms and conditions provided for in this Agreement;

NOW THEREFORE, and in consideration of the mutual covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** The term of this Agreement begins on the Effective Date and ends five (5) years following the date that the Facilities are first operational and open to the public (the “Operational Effective Date”) (collectively the “Term”). The period of time from the Operational Effective Date to the end of the five (5) year period is defined as the “Operational Term”).
2. **Funding.** The parties acknowledge that County has secured funding from the U.S. Department of Transportation, Federal Highway Administration’s Charging and Fueling Infrastructure Discretionary Grant Program to install the Facilities at the Site. The CFI Grant requires that the installation and operation of any electric vehicle charging station complies with the National Electric Vehicle Infrastructure Standards and Requirements

(“23 CFR Part 680”). County will manage all grant funds, procurement and contracts related to the Site assessment, equipment purchase, construction and installation related to siting two (2) electric vehicle charging stations, the setup of payment processing and cloud network services, and operation and maintenance. Site Host is not a sub-awardee of the CFI Grant, but agrees that all of its obligations under this Agreement are material and that compliance with such obligations ensure that the terms of the CFI Grant are met.

3. **Site Prerequisites.** The rights and obligations of all parties under this Agreement will be subject to the following Site prerequisites:
 - a. Location in a Priority Area.
 - b. An existing paved parking lot in an acceptable condition that consists of at least 4 to 5 adjacent parking spaces of standard size that the Site Host is willing to reserve as parking only for electric vehicle (EV) charging.
 - c. Ability to deliver electrical capacity of 208 -240 volts.
 - d. ADA compliant sidewalks.
 - e. Any of the following features (if identified by Site Host):
 - i. Parking lighting;
 - ii. Pedestrian accessibility such as sidewalks; and,
 - iii. Public visibility or video surveillance.
 - f. Accessible to the general public 24 hours a day, seven days a week.

If at any time during the Term, the Site no longer meets any of the prerequisites listed above, County shall have the right to immediately terminate this Agreement.

4. **Site Assessment.** County, through a subcontractor, will conduct an assessment of the Site to determine its viability for the installation of the Facilities. Site Host agrees to cooperate with County by providing access and information to the subcontractor to complete the assessment. The completed assessment will be shared with the County and the Site Host. If the assessment determines that the Site is not a viable placement for the Facilities, either party may terminate this Agreement.
5. **Electric Vehicle Charging Stations.** If viable, County will install Level 2 electric vehicle charging equipment (an “EV Station”; collectively the “EV Stations”) capable of simultaneously charging four vehicles in a four to five parking space areas at the Site.
 - a. Ownership. Upon installation, Site Host shall hold all right, title and interest in or to the EV Stations throughout the Operational Term. All warranties related to the Facilities shall transfer to the Site Host upon installation. Upon expiration of the Operational Term, Site Host shall retain title to the EV Stations and shall remain responsible and liable for the EV Stations.

6. **Site and Facilities Access.** During the Term, Site Host shall grant County, its employees, agents and contractors access to the Site for the purposes of the construction, installation, repair, maintenance of the Facilities, data collection and other uses that are consistent with this Agreement. Such access shall also include performing any pre-construction work, and ingress and egress to the Facilities from other areas on and adjoining the Site that is under Site Host's control.
 - a. Maintenance. County will attempt to provide Site Host at least twenty-four (24) hour notice prior to entering the Site if the EV Stations requires maintenance or repair.
 - b. Inspection. County shall have the right to access the Site to test or inspect the EV Stations to determine whether it is operational and publicly accessible.
 - c. ADA Compliance. Site Host will ensure that the one parking/charging stall that serves one of the EV Stations remains compliant with applicable ADA accessibility standards.
 - d. Access. Access to the Site as provided for under this Section shall be through the Easement described below in Section 9.

7. **Security.** Pursuant to 23 CFR Part 680, the EV Stations will include on-site physical safety measures and cybersecurity strategies. Site Host agrees to maintain any physical security measures installed or implemented under this Agreement during the Operational Term.
 - a. Physical Security. Physical security measures may include the existing lighting to ensure visibility by the public, video surveillance, remote monitoring, charger locks (if installed by County) and maintained per an O & M agreement and other measures designed to prevent tampering and illegal surveillance of payment devices.
 - b. Cybersecurity. As part of the County's EV Stations' purchase of services contract (the "EV POS") there will be software and associated connectivity services that enable EV charging and keep any user's payment secure. Such services will be required to meet federal standards for cybersecurity. Cybersecurity measures may include user identity and access management, cryptographic agility and support of multiple Public Key Infrastructures (PKI), monitoring and detection, incident prevention and handling, configuration, vulnerability and software update management, third-party cybersecurity testing and certification, and continuity of

operation when communication between the charge and charging network is disrupted.

8. **Signs.** County to pay for the cost of the wayfinding signage and installation as noted on the site plan to be approved by both parties. Site Host shall authorize the placement of wayfinding signage for the EV Stations. Such signs must comply with 23 CFR Part 750 – Highway Beautification and the City of Madison’s ordinances relating thereto. The Site Host will enforce the signs during the Operational Term.
9. **Easement.** Site Host agrees to grant County an Easement for the purposes of installing, constructing, operating, maintaining, repairing, replacing, monitoring and servicing utility lines and services, including but not limited to, electric, telecommunications, and other facilities required for the electric vehicle charging stations.

The parties acknowledge that an Easement agreement will not be executed until after the Effective Date of this Agreement. The parties have reviewed the draft Easement agreement attached as Exhibit A to this Agreement and agree to the general terms shown therein (the “Draft Easement”) that will be incorporated into a final Easement that will be executed prior to the construction of the Facilities (the “Final Easement”). The depiction of the Easement Area, shown in Exhibit B of the Draft Easement, is generally consistent with a final location to be approved by the Site Host in its sole discretion.

The County will be responsible for all costs related to the creation and recording of an Easement.

Promptly following the termination of this Agreement, County shall execute and have recorded at its own expense a release and termination of the Easement.

10. **Public Use.** During the Term, Site Host shall ensure that the EV Stations are available for use to the public 24 hours per day, 7 days a week, year-round. Any member of the public must be able to use the EV Station to charge electric vehicles during these hours, provided that such member of the public remits payment for the use of the charging station. Under Wis. Stat. § 66.0442, as a local governmental unit, Site Host is able to make the EV Stations available to the public provided Site Host charges a reasonable fee for the electricity. Site Host cannot charge for parking.
11. **EV Station Licensing.** After installation, Site Host will be solely responsible to secure all necessary rights and licenses to operate the EV Stations at the Site.
12. **Standards.** Site Host shall abide by and conform to applicable state, federal, and local laws, ordinances, rules, codes, regulations, and standards in their responsibilities under this Agreement.

- 13. Operation and Maintenance.** Site Host agrees to reasonably protect the EV Stations from damage and vandalism. County will secure, at its own expense, on behalf of Site Host an operation and maintenance agreement (“O&M Agreement”) with a third-party operator for the EV Stations during the Term.
- a. Reliability. The O&M Agreement will contain measures designed to meet the average annual uptime of greater than 97% for each charging port set forth in 23 CFR Part 680. Site Host agrees to cooperate with County and the third-party operator in order to ensure compliance with this standard.
 - b. Notice. If at any time, Site Host is aware of any issues resulting in downtime of the EV Stations, it shall immediately notify the third-party operator under the O&M Agreement.
 - c. Repair & Replacement. County will be responsible for coordinating and covering the cost of any necessary repair, maintenance or replacement that is not covered by warranty or under the O&M Agreement.
 - d. The parties acknowledge that the O&M Agreement will not be executed until after the effective date of this Agreement. County agrees to provide the O&M Agreement to Site Host prior to the start of EV Station construction for review and approval.
- 14. Data Submittal.** CFI Grant requires the submittal of data on a quarterly basis related to the EV Station and its use in accordance with 23 CFR 680. County will be responsible for submitting the data throughout the Term of the Agreement. Site Host agrees to cooperate with County, its employees, agents and contractors to facilitate the submission of any required data.
- 15. Electric Service.** Site Host shall be responsible for providing electric power to the EV Station once the station is constructed. County will be responsible for charges associated with the connection of electric power to the EV Stations, including arranging for new electric service or connection to existing electric service.

The EV Stations will require a minimum of four (4) 40 amp circuits which will deliver up to 32 amps at 208 to 240 volts. The EV Station must deliver at least 6 kW to four vehicles simultaneously.

- 16. Cost of Electric Service & Registration.** Site Host shall be responsible for the cost of electricity associated with the EV Stations after the Operational Effective Date, including the payment of all energy charges, fees, riders, taxes, demand charges and other expenses billed by the electric utility. Further, Site Host shall register the EV Stations with the

Wisconsin Department of Revenue in accordance with Wis. Stat. § 77.971, and shall pay any excise tax required by Wis. Stat. § 77.972.

17. **EV Stations' Revenue.** Site Host agrees that the pricing structure of user fees must be designed in accordance with 23 CFR Part 680. Site Host shall collect all revenue generated by the EV Stations from fees charged to users. County will work with Site Host and the EV Stations' vendor to ensure that the pricing structure of such fees are designed in accordance with 23 CFR Part 680.
18. **Use of Net Income.** During the Term of the Agreement, any net income from the EV Stations may only be used for those costs listed in 23 CFR Part 680. Site Host shall be responsible for submitting to County at least annually any documentation of allowable uses of such income. After the expiration or termination of the Agreement, there are no restrictions on the fees charged to the user or on use of the net income.
19. **Taxes.** Site Host shall be solely responsible for the determination and payment when due of all taxes that may be due in connection with the Agreement, including, without limitation, income, property, excise and use taxes.
20. **Monitoring.** County shall keep the Site Host apprised of all material developments in connection with the construction and installation of the EV Stations. Site Host shall keep County apprised of any issues that arise during the construction and installation of the EV Stations. County reserves the right to monitor Site Host's performance under this Agreement in order to verify compliance. Likewise, Site Host reserves the right to monitor County's and its' contractors performance under this Agreement and the Easement in order to verify compliance.
21. **No Removal, Move or Sale.** Site Host agrees it shall not remove, sell, retire, dispose of, allow to fall into a non-usable condition or move the EV Stations from the place of installation during the Term, without the prior written consent of County.
22. **Default.** In the event that Site Host fails to comply with any terms of this Agreement, County shall provide a written notice of default and provide Site Host with ninety (90) days to cure. If the Site Host is not in compliance after ninety (90) days from the date Site Host received notice, County reserves the right to enter the Site and remove the EV Station and terminate this Agreement. In the event that County fails to comply with any terms of this Agreement or Easement, then the Site Host shall provide County with ninety (90) days to cure. If the County is not in compliance after ninety (90) days from the date County received notice, Site Host reserves the right to terminate this Agreement.
23. **Assignment or Change In Control.** Site Host shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of County, including the hiring of independent contract service providers unless otherwise provided

herein. In the event of a change of control, Site Host agrees to notify County no later than ninety (90) days prior to the closing on any purchase or sale. Site Host further agrees that should the new owner desire to terminate this Agreement, that Site Host shall be responsible for reimbursing County for all costs that the County has incurred under this Agreement.

24. **Commencement of Construction.** Site Host shall issue a written Notice to Proceed to County specifying the date on which County shall be authorized to commence construction.
25. **Termination.** Either party may elect to terminate this Agreement without penalty if the Site assessment referenced in paragraph 4 determines that the installation of EV Stations at the Site is not viable or at any time prior to the date for commencing construction set forth in Site Host's Notice to Proceed. If the Site Host terminates this agreement for any other reason after costs are incurred by County or if County terminates this Agreement as result of Site Host being in default of any terms in this Agreement, the Site Host will be responsible for paying all of the costs incurred by County, including any costs associated with removal and disposal of the EV Station.
26. **Failure to Reimburse.** Site Host agrees that if at any time the federal government terminates the CFI Grant or fails to reimburse County for any expenses it incurs under the CFI Grant, County will have the right to terminate this Agreement.
27. **Waiver.** Either party's failure at any time to require the other party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights.
28. **Notices.** All notices required hereunder shall be in writing and shall be dated and signed by the person sending the same, and shall be sent by electronic mail, registered or certified mail, return receipt requested and postage prepaid, to the address of the parties specified below (or to such other address as either Party may subsequently designate in writing). If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Agreement. All time periods with respect to notice shall commence on the date that electronic notice is sent or the date upon which the certified mail notice is mailed plus three days thereafter.

County: Kathryn Kuntz

Office of Energy & Climate Change
210 Martin Luther King, Jr., Blvd, Suite 108
Madison, WI 53703
Kuntz.kathryn@danecounty.gov

Site Host: Gregg May
City of Madison – Mayor’s Office
210 Martin Luther King, Jr., Blvd, Suite 403
Madison, WI 53703
gmay@cityofmadison.com

29. **Indemnification.** Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. 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.
30. **Non- Discrimination.** The Parties agree to abide by their own respective affirmative action plans and in doing so agree 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. The Parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on the Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
31. **Civil Rights.** Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, apply to this Agreement to ensure that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
32. **Debarment.** By signing this Agreement, Site Hosts attests that it is not debarred from participating in federal or state procurements. County reserves the right to cancel this Agreement if Site Host is presently, or is in the future, on the list of parties excluded from federal or state procurements.

33. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
34. **Records.** Site Host and the County shall make and retain all records related to this Agreement (including financial records, progress reports, service, equipment, and material orders, invoices, evidence of payment, and payment and reimbursement requests) for a minimum of seven (7) years following the expiration or termination of this Agreement. Either party shall permit the other party's authorized representatives to examine such records and to interview any officer or employee of Site or County, or any of its contractors regarding the work performed under this Agreement. Site Host and/or County shall furnish copies of all such records upon request.
35. **Financial Interest Prohibited.** Under s. 946.13, Wis. Stats. public employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of an employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of either party.
36. **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 relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
37. **Controlling Law and Venue.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
38. **Authority.** The Parties represent that they each have the authority to enter into this Agreement and that the persons signing on behalf of the Parties have been duly authorized to bind the Parties and sign this Agreement on the Parties' behalf.
39. **Counterparts; Electronic Delivery.** This Agreement 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 Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and 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.

FOR SITE HOST

The Community Development Authority of The City of Madison

By: _____ Date: _____
Claude Gilmore, Chair, CDA

By: _____ Date: _____
Matt Wachter, Executive Director, CDA

The execution of this Agreement was approved by the CDA Board on _____.
Date

FOR COUNTY:

Melissa Agard Date
Dane County Executive

EXHIBIT A TO AGREEMENT
DRAFT EASEMENT

**TEMPORARY LIMITED ELECTRIC
VEHICLE CHARGING STATION
EASEMENT**

This Temporary Limited Electric Vehicle Charging Station Easement (the “Easement”) is made on this ___ day of _____, 20___ (the “Effective Date”) between the Community Development Authority of the City of Madison, a redevelopment authority created under Section 66.1335, Wis. Stats. (the “Grantor”) and Dane County, a quasi-Wisconsin municipal corporation (“the County”).

Whereas, the Grantor is the owner of real property in the City of Madison, Dane County, Wisconsin, **The Truax Park Development Phase 2 located at 3538 Straubel Street**, which the County has selected as an installation site for electric vehicle charging stations (the “Property”) as legally defined in Exhibit A; and

Whereas, the Grantor agrees to host two electric vehicle charging stations (the “EV Stations”) and its infrastructure on the Property; and

Whereas, the Grantor and the County have entered into an EV Station Site Host Agreement regarding the EV Stations, which agreement is attached as Exhibit C (the “Agreement”); and

Whereas, the County desires an Easement for the purposes of installing, constructing, operating, maintaining, repairing, replacing, monitoring and servicing utility lines and services, including but not limited to, electric, telecommunications, and other facilities required for the EV Stations (collectively “the Facilities”).

Now therefore, and in consideration of the mutual covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the County a Temporary Limited Electric Vehicle Charging Station Easement in accordance with the following declarations and restrictions.

- 1) Grant of Easement. The Grantor does hereby grant, declare and establish to the County, its employees, contractors, licensees, successors and/or assigns a non-exclusive Easement upon, under, over, across and through the Property as described on Exhibit A and depicted on Exhibit B which are both attached hereto and incorporated herein (the “Easement Area”), for the purposes described herein and within the Agreement.

The County shall have the right of ingress and egress over the Easement Area, the Property and adjoining lands owned by Grantor for the purposes defined herein and the Agreement. During the Term of this Easement, Grantor warrants and covenants that Grantor has the full right and authority to convey to the County this Easement, and that Grantee shall have quiet and peaceful possession, use

RETURN TO: Dane County Real Estate Coordinator
5201 Fen Oak Drive, #208
Madison, WI 53718

Tax Parcel No's:
See exhibit A

and enjoyment of the same, subject to the conditions set forth herein.

- 2) Easement Expiration. This Easement is effective as of the date above (the “Effective Date”), and is granted for a period that expires five (5) years after the Facilities are installed and operational (the “Operational Term”), or upon the termination of the Agreement, whichever is earlier. The County shall record a Termination of Easement within 90 days of the termination of said Agreement.
- 3) Construction; Property Restoration. The County accepts the Easement Area in an “as-is condition”, and any modifications to it necessary for the installation of the Facilities. Grantor shall have the right to comment on the Facilities’ plans and specifications before construction is bid out by the County. The approved plans and specifications by the Grantor and County will be attached to this Easement as Exhibit D. Construction of the Facilities will be the responsibility of the County at its cost per the approved plans and specifications, as provided for in the Agreement.

The County shall coordinate any pre-construction and construction activities with the Grantor’s designated representative prior to beginning said approved work. The County shall, at its own expense, keep and maintain the Property and Easement Area in a clean and presentable condition and all accumulation of rubbish, debris, or other hazards attributable to County’s use of this Easement shall be cleaned up every day before leaving the Property.

In exercising its rights under this Easement, the County shall not store any material or equipment on the Property or within the Easement Area, unless specifically authorized by the Grantor in writing. If allowed, all material or equipment stored on the Property or within the Easement Area shall be stored in a neat, orderly and compact manner. The County shall be responsible for keeping these storage areas and its personal property secure. All personal property belonging to the County, its employees, subcontractors, agents and invitees shall be at the risk of the County, and the Grantor shall not be liable for damage thereto nor theft or misappropriation thereof, unless caused by the sole negligence of the Grantor.

Construction of the Facilities shall be performed and completed in a good and workmanlike manner and the County’s use and work shall not interfere with or endanger the use of Grantor’s tenants or guests, or the other owner’s lots adjacent to the Property that share the common areas with the Grantor.. Following completion of the Facilities, the County at its cost shall restore the Property to the original condition prior to commencement of the construction and left in good repair and condition to the satisfaction of the Grantor. The Grantor shall inspect this area upon completion of the restoration and the County shall make any further repairs required by the Grantor needed to address any deficiencies that did not exist prior to the commencement of the Facilities work.

Upon completion of the Facilities work, the County’s contractor shall remove all personal property from the Property.

- 4) Maintenance. Unless otherwise agreed to by the parties in writing, the County shall be responsible for any and all repairs, maintenance and replacement of the Facilities during the five (5) year Agreement or until Termination of the Easement whichever is earlier.
- 5) Plantings and Structures. The County has the right to remove any trees, vegetation, structures or other obstructions that interfere with the use and enjoyment of the Easement, subject to the review of the Grantor. If the City of Madison requires that the removed plantings be incorporated elsewhere on the Site, then the County shall be required to do so at its costs. The Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the

Easement Area, which may interfere with the exercise of the rights granted herein to the County. The County shall have the right to remove any new structure, improvement, facility, or obstruction installed contrary to this provision at the expense of Grantor.

- 6) Compliance. The Grantor and County shall comply with all applicable laws with respect to the Easement Area, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
- 7) Breach. In the event of a breach of this Easement by Grantor or County, each Party shall have, in addition to other rights as may herein be provided, all rights and remedies provided at law or in equity, including the right of specific performance and to recover all costs, expenses and damages incurred. If either Party fails to perform any of its obligations hereunder within thirty (30) days after it receives written notice from the non-defaulting Party of such failure, then in addition to all other remedies available at law or in equity, any non-defaulting Party shall have the right to perform such obligation on behalf of the Party who has failed to perform such obligation (the "Defaulting Party"), in which case the Defaulting Party shall reimburse the reasonable cost of performing such obligation. Each Party shall be responsible for its own attorney fees.
- 8) Indemnification. The Grantor and the County shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Easement. 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 of this Easement.
- 9) Notices. All notices required hereunder shall be in writing and shall be dated and signed by the person sending the same, and shall be sent by electronic mail, registered or certified mail, return receipt requested and postage prepaid, to the address of the parties specified below (or to such other address as either Party may subsequently designate in writing). If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Agreement. All time periods with respect to notice shall commence on the date that electronic notice is sent or the date upon which the certified mail notice is mailed plus three days thereafter.

County: Kathryn Kuntz
Office of Energy & Climate Change
210 Martin Luther King, Jr., Blvd, Suite 108
Madison, WI 53703
Kuntz.kathryn@danecounty.gov

Grantor: Gregg May
City of Madison – Mayor’s Office
210 Martin Luther King, Jr., Blvd, Suite 403
Madison, WI 53703
gmay@cityofmadison.com

- 10) Entire Agreement. All terms and conditions and all negotiations, representations and promises with respect to this Easement are contained in this Easement or the Agreement. No alteration, amendment,

change, or addition to this Easement shall be binding upon the parties unless in writing and signed by all parties. This Easement 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.

- 11) Amendment. This Easement may not be amended, modified, terminated, or released without the written consent of the Grantor and the County, or their respective successors-in-interest.
- 12) Binding Effect. The rights, obligations and liabilities granted herein shall be deemed to be covenants running with the land. This Easement shall be binding upon the Grantor, its successors and assigns.
- 13) Applicable Law. This Easement shall be construed in accordance with the laws of the State of Wisconsin.
- 14) Severability. If any term or provision of this Easement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of this Easement and the same shall continue to be effective to the fullest extent permitted by law.
- 15) Counterparts; Electronic Delivery. This Easement 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 Easement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and 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 Easement 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 Easement, fully executed, shall be as valid as an original.
- 16) Public Record. This Easement shall be recorded at the office of the Dane County Register of Deeds.

SIGNATURES FOLLOW ON THE NEXT TWO PAGES

This Easement is granted as of this _____ day of _____, 202____.

GRANTOR:

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, a redevelopment authority
Created under Section 66.1335, Wis. Stats.

By: _____

Name: Claude Gilmore
Title: Chairperson

By: _____

Name: Matt Wachter
Title: Executive Director

AUTHENTICATION

Signatures of Claude Gilmore and Matthew Wachter, Chair and Executive Director, respectively, of the Community Development Authority of Madison, authenticated this ____ day of _____, 2026.

Claire McLaughlin, Member of the State of Wisconsin Bar

Execution of this Easement by the CDA is authorized by Resolution No. _____, adopted by the CDA on _ ____.

COUNTY

This Easement is accepted this _____ day of _____, 2026.

DANE COUNTY

Scott McDonell, County Clerk

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this ____ day of _____, 20____, the above named Scott McDonell, Dane County Clerk, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

(print or type name)
Commission Expires:

Drafted by SJ Smith/Dane County

Exhibit A
Legal Description of Property

SAMPLE

Exhibit B

Depiction of Easement Area and Legal Description

SAMPLE

Exhibit C
Site Host Agreement

SAMPLE

Exhibit D

Approved final construction plans and specifications for the Facilities that will be located in the Easement Area

SAMPLE