SUSTAINABILITY CAMPUS AND LANDFILL DEVELOPMENT AGREEMENT

Between the City of Madison and the County of Dane

THIS SUSTAINABILITY CAMPUS AND LANDFILL DEVELOPMENT AGREEMENT (this "Agreement"), dated as of this __ day of _____, 2022 (the "Effective Date"), is made by and among the CITY OF MADISON, a Wisconsin municipal corporation (the "City"), and the COUNTY OF DANE, a Wisconsin quasi-municipal corporation (the "County").

RECITALS

WHEREAS, the County currently operates a solid waste landfill located at 7102 U.S. Hwy 12 & 18 in the City of Madison, Dane County, Wisconsin, known as Dane County Landfill Site No. 2, or the Rodefeld Landfill (hereinafter referred to as "Rodefeld Landfill" or "Landfill No. 2"). The County has been providing solid waste disposal at the Rodefeld Landfill for nearly 40 years, but its current capacity is only projected to last until approximately 2030; and,

WHEREAS, the County desires to continue its solid waste disposal program for the benefit of Dane County citizens and municipalities, but the County is in need of land to site a new landfill or "Landfill No. 3"; and,

WHEREAS, the City relies upon the County for its solid waste disposal needs and desires to continue its solid waste disposal locally, which is a more environmentally sustainable and cost effective approach; and,

WHEREAS, the City owns certain real property more fully described on Exhibit A (the "Property") and depicted on Exhibit B (the "Overview Map and Option Property"), which is currently used as the Yahara Hills Golf Course; and,

WHEREAS, the County has preliminary plans to develop a landfill, compost operation, and sustainable business park (hereinafter collectively referred to as the "Sustainability Campus") on the Property with the intent to divert waste and create local circular economies; and,

WHEREAS, the City has determined that it is appropriate to make the Property, which land is due south of the Rodefeld Landfill, available to the County for Landfill No. 3 and Sustainability Campus; and,

WHEREAS, the City and County (the "Parties") have agreed to the sale of the Property, on terms set forth in the Purchase and Sale Agreement entered into by the Parties contemporaneously with this Agreement; and,

WHEREAS, the City and County desire to cooperate in the development of Landfill No. 3 and the Sustainability Campus consistent with the terms of this Agreement and those entered into contemporaneously herewith.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the Parties, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEVELOPMENT OF THE PROJECT

Section 1.1. Development. The County will develop the Property in accordance with this Agreement and the Parties will cooperate with one another in connection therewith. The Development of the property shall be generally consistent with the Conceptual Site Plans presented in Exhibit C (the "Conceptual Site Plans").

Section 1.2. Project Description. The development of the Property contemplated by this Agreement consists of the following elements: (1) the "Landfill" or "Landfill No. 3", (2) the "Compost Site", (3) the "Sustainable Business Park" (collectively, the "Project" or "Sustainability Campus").

ARTICLE II

CONVEYANCE OF THE PROPERTY

Section 2.1. Real Estate Transfer, Leaseback, and Future Land Sale.

(a) The City shall convey the Property to the County pursuant to the terms of a real estate purchase agreement attached hereto as Exhibit D (the "Purchase and Sale Agreement").

(b) Concurrent with the sale of the Property, the County shall lease portions of the Property back to the City for one dollar ($1) per year for the purpose of continuing the operations of golf, as set forth in the leases attached hereto as Exhibit E (the "Golf Course Leasebacks"), including the Ground Lease-Yahara Hills Golf Course (Exhibit E.1), Lease-Yahara Hills Golf Course Maintenance Facility (Exhibit E.2), and Temporary Limited Access Easement for Irrigation System (Exhibit E.3).

(c) As part of the USH 12 & 18 and CTH AB reconstruction project, a large stormwater pond, referred to as "Proposed WDOT Stormwater Pond B" in Exhibit B, will be constructed at the northeastern most corner of the Golf Course property to be sold to the County. Following the completion of the project, the County will be responsible for the pond and the City will transfer the pond to the County, along with any corresponding easements, maintenance agreements, and rights to modify the pond with the Wisconsin Department of Transportation (WDOT or WisDOT), provided that any such modifications shall be subject to the approval of City as set forth in Section 3.2(c) of this Agreement.

(d) Due diligence period specified in Exhibit D will allow for County to investigate the site and receive an initial opinion from Wisconsin Department of Natural Resource (WDNR) confirming there is potential for the site to be developed as a landfill and compost site. County and City will work during this period to secure the land use approvals set forth in Section 3.1. If mutually agreeable by both Parties closing may commence without receiving formal approvals.

(e) The City is agreeable to considering the future sale of additional portions of the Golf Course for the purposes of future landfill expansion, on the following conditions:

(1) County is responsible for any surveying and defining the future expansion area.

(2) Unless separately agreed to by the Parties in writing, attached hereto as Exhibit B is a map showing generally the future land sale area.

(3) If the contemplated future landfill has not received a WDNR approved plan of operation by December 31, 2030 or until such time as Rodefeld is no longer accepting waste, this future land sale shall not occur and any restrictions on the City's use of its land shall be void.

(4) Negotiations for the future land sale will commence no later than when the currently contemplated landfill has 6 years of estimated capacity left, thus allowing time for County permitting to occur.

(5) As described in Exhibit F (the "Right of First Refusal"), City will agree not to sell the future land sale area, or alter the land's current use from golf or parkland, without giving the County the first opportunity to buy the land, even if not for landfill purposes.

ARTICLE III

LAND USE APPROVALS; PERMITTING; ENVIRONMENTAL

Section 3.1. Land Use and City Approvals.

(a) Neighborhood Development Plan. As soon as reasonably possible, upon request from the County, the City will propose an amendment to the Yahara Hills Neighborhood Development Plan to allow for industrial uses on the Property.

(b) Land Use Approvals. As soon as reasonably possible, County will submit application materials required under the City of Madison Municipal Code for zoning, urban design and any other municipal land use and development approvals required in order to develop the Sustainability Campus (collectively, the "Land Use Approvals").

(c) City Cooperation. The City will reasonably cooperate with the County in processing the applications for Land Use Approvals in connection with the Landfill. This section does not obligate the City to make any application on behalf of County, bear responsibility for gaining approvals or removing zoning conditions for the Landfill, or alleviate the County's obligations under Section 4.1(a).

(d) Building and Construction Permits; Fees. County shall comply with all applicable City building codes and construction requirements and shall be responsible for obtaining all building permits with respect to construction of the Landfill and County shall pay the normal and customary City charges and shall be responsible for obtaining all building permits prior to such construction.

Section 3.2. Erosion Control and Stormwater Management.

(a) Erosion control and stormwater management permits for the Landfill and compost site development shall fall under the jurisdiction of the Dane County Land & Water Resources Department. The County shall not be required to obtain any approvals or permits from the City for erosion control or stormwater at the Landfill and compost site.

(b) Erosion control and stormwater management permits for the Sustainable Business Park shall fall under the jurisdiction of the City of Madison, consistent with any other development occurring within the City.

(c) Modifications to the proposed WDOT Stormwater pond shall be subject to the approval of City Engineer, which approval shall be based on the pond's continued ability to meet the applicable storm water requirements. Modifications to the pond shall be designed to maintain the following functionality:

(1) Pollution reduction required for treatment of the highway runoff is maintained.

(2) Flood control function such that proposed changes do not result in additional flooding of Right of Way in terms of spread or depth compared to existing conditions as modeled with an SWMM stormwater model or as approved by the City Engineer to meet similar goals.

(3) Flood control function such that proposed changes maintain pond storage capacity to meet peak discharge rate requirements compared to existing conditions or as approved by the City Engineer to meet similar goals.

Section 3.3 Landfill and Compost Permitting. County shall commence landfill and compost permitting activities concurrent with execution of this agreement. The City will support the proposed siting and operation of the landfill and compost operations and will reasonably cooperate with the County to obtain the permits for construction and operation. The City will support a variance reducing the required setback from landfills to parklands, although the variance itself may be subject to future Common Council approval. City agrees not to file a contested case or other litigation regarding the siting, expansion or design of the landfill and agrees not to assist any opponent of the proposed siting, and will issue a letter of support.

Section 3.4 Central Urban Service Area Amendment. As soon as reasonably possible, and upon request from the County, the City will prepare and submit a Central Urban Service Area Amendment to include the Property and existing landfill in the full central urban service area.

Section 3.5 Reviews. County will have the opportunity to review proposals, permit applications, and material related to the development of the Project prior to the documents being releasing to the public or submission to a public entity, regulating body, or committee for review.

ARTICLE IV

DEVELOPMENT OF SUSTAINABILITY CAMPUS

Section 4.1 Compost Operations. The County agrees to start a compost operation on the Property by April 1, 2026, which will be capable of receiving yard waste, leaves and food waste ("organic materials") in compliance with the terms of Paragraph 7 of the Solid Waste Agreement to be entered into contemporaneously with this Agreement.

Section 4.2 Future Landfill. Following the sale of the Property, County shall take all measures necessary to permit, license, develop and operate a landfill on a portion of the Property. As set forth in the Purchase and Sale Agreement, should this future landfill not get developed, the Property is subject to a contingency that would see some or all of the Property being sold back to the City.

Section 4.3 Sustainable Business Park.

(a) County intends to develop, own and operate a Sustainable Business Park along the north portion of the Property, which development is intended to be compatible with and complimentary to landfill operations. The development and success of the Sustainable Business Park is of mutual interest to the Parties.

(b) **Metrics**. The County will hire a consultant to develop a master plan for the Project which will identify the goals for the Sustainability Campus and the potential waste streams for future diversion from the landfill and recycling or reuse in the Sustainable Business Park. The City shall have up to three staff on a joint City-County staff committee overseeing the work of the consultant. Based upon the consultant's report, the County will issue requests for information (RFIs), requests for qualifications (RFQs), or requests for proposals (RFPs), seeking companies and organizations to divert four separate waste types or less than four waste streams if the identified waste streams equal at least 50% of the total incoming waste to the Rodefeld landfill as identified by the WDNR waste sort performed in 2020.

Based on the results of the consultant's report and the responses to the RFIs, RFQs or RFPs, the City and County agree to work in good faith to create measurable metrics for the Sustainable Business Park by December 31, 2025 to serve as a condition precedent to the sale of additional lands for future landfill purposes. Upon agreement of the Parties, the metrics and conditions for the future land sale described in Section 2.1(e) will be added as an addendum to this Agreement.

(c) **Roadways.** The primary roadways through the Sustainable Business Park shall be constructed to City of Madison standards in effect at the time of construction. The County shall be responsible for the construction and maintenance of said roadways, subject to the right of way and street being dedicated to the City upon order of the Common Council.

(d) **Business Financing.** Businesses and developers considering projects within the Sustainability Campus will be eligible to apply for financial assistance from the City, including Tax Increment Finance (TIF), if the project meets program guidelines and policies at the time of application. City partnership with the Sustainable Business Park should not be construed as providing special privilege to businesses and developers regarding City financial assistance. All City financial assistance is subject to approval by the City of Madison Common Council.

(e) **Property Subdivision**. Within 90 days of adoption of the neighborhood development plan amendment, or as otherwise agreed to by the Parties, the County will submit an application for the subdivision of all or a portion the Property that will identify the area developable as part of the Sustainable Business Park. The City will assist with submission of these documents in its capacity as owner of the Property if the application occurs prior to closing on the Property.

(f) **Campus Covenants**. Concurrent with land division for the Sustainable Business Park as provided for para. (e), the County will file with the City, for approval, a set of restrictive covenants that establishes the purpose of the development; a design review board and design review process; allowable uses; and standards for development of the Sustainable Business Park. City approval of the covenants shall not be unreasonably withheld.

(1) **Property Uses**. Covenants shall include a list of the types of property uses that will be allowable within the Sustainable Business Park to ensure the properties within the Sustainable Business Park are engaged in uses consistent with the underlying goals of the Parties regarding the Sustainability Campus.

(2) **Enforcement.** The covenants shall establish that the County is solely responsible for the administration and enforcement of the Covenants with exception to enforcement of property uses described in para (1). Within the Covenants, the City shall be provided a mechanism to enforce the acceptable property uses within the Sustainable Business Park.

(g) **Southern Access Road**. The Parties, along with the Ho-Chunk Nation, have an interest in the development of a future southern access road connecting CTH AB and the Mill Pond Road area. The County agrees that any platting or development of the Property will dedicate this future public right-of-way.

Section 4.4 Utilities. The City will reasonably cooperate with the County to extend water and sewer to the Property:

(a) City will design and specify adequately sized water and sewer that will meet the anticipated needs of the development. Under separate State/Municipal Financial Agreement with WDOT, the City and County have agreed to installation of the necessary utilities. City will work in good faith to continue to identify options for additional services as needed to improve water flows and meet demands of fire suppression systems at the Ho-Chunk Gaming Madison Campus, Sustainability Campus, existing landfill and Dane County East District Campus.

(b) City will provide reasonable access for discharge of waste waters into the sanitary system from the Sustainability Campus, including the landfill. City cannot guarantee acceptance of waste waters at Madison Metropolitan Sewerage District.

ARTICLE V

INSURANCE

The Parties shall purchase and maintain such insurance coverages as may be required by the Parties' respective lenders and risk managers.

ARTICLE VI

DEFAULT

Section 6.1 Notice and Opportunity to Cure. Whenever any party to this Agreement alleges a default by the other, the party alleging the default shall provide written notice to the other specifying the nature of the default and the actions necessary to cure the default. Subject to reasonable unavoidable delays, if the alleged default is not cured within thirty (30) days after the defaulting party's receipt of such notice, the non-defaulting party may take any one or more of the actions set forth below:

(a) The non-defaulting party may suspend its performance under this Agreement until it receives assurances from the defaulting party that the defaulting party will cure its default and continue its performance under this Agreement.

(b) The non-defaulting party may cancel and terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the non-defaulting party, including any actions to collect any payments due under this Agreement or to pursue any claims for monetary damages at law or to enforce performance and observance of any obligation, agreement, or covenant by the defaulting party under this Agreement.

The non-defaulting party may elect to take no such action, notwithstanding an event of default not having been cured within said thirty (30) day period. No notice of such election by the non-defaulting party shall be required.

Section 6.2 No Remedy Exclusive. No remedy hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right accruing upon any default shall impair any such right or shall be construed to be a waiver thereof, but any such right may be exercised from time to time and as often as may be deemed expedient.

Section 6.3 No Implied Waiver. In the event any provision contained herein should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any rights or remedies which the non-breaching party shall have and shall not be deemed a waiver of any subsequent default of any such terms, conditions and covenants to be performed hereunder.

Section 6.4 Duty to Provide Information. Each party shall have the obligation to communicate information upon the reasonable request of the other party where the information can reasonably be deemed necessary to ensure performance under this Agreement. Failure to comply with this section may be deemed a default under this Article VI. This section shall not apply to communications that are subject to attorney-client privilege or any other recognized privilege under the law.

ARTICLE VII

ADDITIONAL PROVISIONS

Section 7.1 Amendments; Incorporation of Exhibits. As the Parties continue work on the pre-development activities contemplated herein and prepare the various agreements referenced above in connection with the design, development, and financing of the Project, the Parties will amend this Agreement, as necessary, to incorporate additional details, terms and conditions. The various agreements referenced herein may be appended as exhibits to this Agreement. The Parties may amend this Agreement, including but not limited to extending any deadlines, only by a written document agreed to by the Parties.

Section 7.2 Consents and Approvals; Good Faith. Except for matters for which there is a standard of discretion specifically set forth herein, wherever this Agreement provides for a determination, decision, selection, consent, approval, acceptance, adoption, satisfaction, or other action, the Parties shall exercise good faith in undertaking such actions and shall not unreasonably withhold, condition or delay any determination, decision, selection, consent, approval, acceptance, adoption, satisfaction or other action that may be necessary to fully implement the terms of this Agreement.

Section 7.3 Non-discrimination. In the performance of the obligations under this Agreement, 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 this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

Section 7.4 Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.5 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, transmitted by facsimile, delivered by a recognized overnight carrier, or delivered personally to the following addresses. If electing to utilize 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.

If to County:	Dane County Department of Waste & Renewables Attn: John Welch, Director 1919 Alliant Energy Center Way Madison, WI 53713 Welch@countyofdane.com
With copy to:	Dane County Corporation Counsel City County Building, Room 419 210 Martin Luther King Jr. Blvd. Madison, WI 53703-3345 Phone: (608) 266-4355 Fax: (608) 267-1556
If to City:	City of Madison Attn: Manager, Office of Real Estate Services PO Box 2983 Madison, WI 53701-2983 ores@cityofmadison.com
With copy to:	City Attorney City County Building, Room 401 210 Martin Luther King Jr. Blvd. Madison, WI 53703 Phone: 608-266-4511 Fax: 608-267-8715 attorney@cityofmadison.com

Section 7.6 Counterparts. This Agreement may be executed in counterparts, and all such counterparts shall constitute the same instrument. A signed copy of this Agreement transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

Section 7.7 No Third-Party Beneficiaries. It is the intention of the Parties to this Agreement that no person who is not a party signatory to this Agreement shall, under a third party beneficiary theory or otherwise, have any rights or interests hereunder, and no such other party shall have standing to complain of either Party's exercise of, or alleged failure to exercise, its rights and obligations, or of its performance or alleged lack thereof, under this Agreement.

Section 7.8 Wisconsin Law. This Agreement shall be governed by the laws of the State of Wisconsin.

Section 7.09 Severability. If any term or provision of this Agreement or the application thereto to any person or circumstance, shall, to any extent, be held invalid, unlawful or otherwise unenforceable, the remainder of this Agreement, or the application of such term or provisions to the persons or circumstances other than those as to which it is invalid, unlawful or otherwise unenforceable shall not be affected thereby and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 7.10 Conflicting Terms. As noted herein, other Agreements relating to the Property, Landfill No. 3, and the Sustainability Campus will be entered into by the Parties contemporaneously with this Agreement. In the event of any inconsistency, conflict or ambiguity as to the rights and obligations of the Parties under this Agreement or the related agreements, it is the intent of the Parties that the terms of this Agreement shall control and supersede any such inconsistency, conflict or ambiguity as to the subject matters contained herein.

Section 7.11 Termination. This Agreement shall terminate upon the written agreement of the Parties hereto. Upon termination of this Agreement, this Agreement shall be null and void and, except for obligations that expressly survive termination, and the Parties shall not have any further obligations or liabilities hereunder. Upon such termination the Parties shall deliver to each other such documents as may be necessary to evidence the termination of this Agreement.

Section 7.12 Authority. Each of the undersigned individuals signing this Agreement represent and warrant that they have the power and authority to sign this Agreement on behalf of the entity they represent.

(Signatures begin on next page.)

CITY OF MADISON, WISCONSIN,
a municipal corporation

By:_____
Satya Rhodes-Conway
Mayor

By:_____
Maribeth Witzel-Behl
City Clerk

APPROVED:

_____
David P. Schmiedicke
Finance Director

APPROVED AS TO FORM:

_____
Michael Haas, City Attorney

The execution of this Agreement by City officials was authorized by Enactment No. _____, File ID No. _____, adopted _____, 2022.

(Signatures continue on next page)

COUNTY OF DANE, WISCONSIN,
a municipal corporation

By:_____
Joseph Parisi
County Executive

By:_____
Scott McDonell
County Clerk

The execution of this Agreement by County officials was authorized by Enactment No. _____, File No. _____, adopted _____, 2022

EXHIBIT A
Legal Description

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

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

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

EXHIBIT B

Overview Map and Option Property

EXHIBIT C

Conceptual Site Plans

EXHIBIT D

Purchase And Sale Agreement

EXHIBIT E
Golf Course Leasebacks

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

Exhibit E.2. Maintenance Building Lease

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

EXHIBIT E.1

Golf Lease (36 Hole, 27 Hole and 18 Hole)

EXHIBIT E.2
Maintenance Building Lease

EXHIBIT E.3

Temporary Limited Easement – Irrigation System Modifications

EXHIBIT F

Right of First Refusal