

GROUNDWATER MONITORING WELL AGREEMENT

This Groundwater Monitoring Well Agreement (the "**Agreement**") is made and entered into by and between The Lenhart Company, Inc., a Wisconsin Corporation ("**Lenhart**") and the City of Madison Water Utility, a Wisconsin municipal organization ("**MWU**").

WITNESSETH:

WHEREAS, Lenhart is the potential purchaser of the real property depicted in Exhibit "A", attached hereto and incorporated herein by reference (the "**Property**"; Exhibit "A" shall be herein referred to as the "**Site Plan**"); and

WHEREAS, Lenhart and MWU have agreed to cooperate with each other in connection with the installation of certain monitoring wells for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, it is agreed by and between the parties hereto as follows:

1) Installation of Monitoring Wells. The parties agree that three (3) monitoring wells (the "**Monitoring Wells**") shall be installed on public property adjacent to the Property at the locations noted in the Site Plan. The following terms shall be applicable to the installation and use of the Monitoring Wells:

A. Lenhart shall oversee the construction and installation of the Monitoring Wells at the locations noted in the Site Plan. The Monitoring Wells shall be installed pursuant to a bid for such installation procured by Lenhart and addressed to Lenhart, but approved in advance of acceptance by MWU (the "**Bid**").

B. MWU shall be responsible for obtaining on Lenhart's behalf and in Lenhart's name any permits necessary for the installation of the Monitoring Wells at MWU's sole cost and expense promptly after MWU is provided with a copy of the accepted Bid.

C. The Cost to construct and install the Monitoring Wells shall be paid fifty (50%) percent by Lenhart and fifty (50%) percent by MWU. As used herein, the term "Cost" shall include only such costs and expenses as are paid to the third party contractor for the installation and construction of the Monitoring Wells pursuant to the Bid. The cost of the permit described in Section (B), above, and the internal overhead and expenses of either Lenhart or MWU in connection with undertaking the activities herein stated shall be borne by each party and not subject to cost sharing. Notwithstanding the foregoing, it is acknowledged that Lenhart has retained Ivertech, LLC to oversee the bidding process and installation of the Monitoring Wells, and the fees of Ivertech, LLC incurred in connection therewith shall be subject to the 50/50 division of Costs between the parties. All Costs shall be paid by each party as incurred and when due.

D. Samples from the Monitoring Wells shall be taken by MWU on a quarterly basis. All sampling shall be at MWU's sole cost and expense. Samples shall be tested for volatile organic compounds ("VOCs") and chlorides. Test results will be measured against the State of Wisconsin Department of Natural Resources ("DNR") groundwater protection standards found in NR-700 and NR-140. Tests shall be conducted in accordance with recognized professional testing protocols and all test results shall be shared between MWU and Lenhart. Should any sampling reveal an exceedance of DNR standards then such exceedance shall be reported to the DNR if and to the extent required under applicable law. Monitoring wells may also be tested by MWU for groundwater level, field parameters, and other inorganic constituents, and in such event, the total cost of such testing shall also be paid for by MWU without contribution from Lenhart.

E. The Monitoring Wells shall remain in place for a period of two (2) years from installation, unless a longer period is required under applicable laws, rules or regulations. Upon expiration of said time period, the Monitoring Wells shall be properly abandoned in accordance with all legal requirements. MWU shall be responsible for and shall pay all costs relating to abandonment of the Monitoring Wells and their removal.

F. Monitoring Wells will be installed promptly after acquisition of the Property by Lenhart. In the event Lenhart fails to acquire the Property, then this Agreement and all obligations hereunder, are null and void and of no further force or effect.

2) Assignment. In the event Lenhart shall assign to a third party the right to acquire the Property, then Lenhart may also assign to said third party all of Lenhart's rights and obligations hereunder and in the event of such assignment, Lenhart shall be released from any further obligations hereunder. Notwithstanding the foregoing, it is acknowledged and agreed that Lots 2 and 3, depicted in the Site Plan, will be initially transferred to and owned by a third party other than Lenhart. Such acquisition shall not affect Lenhart's obligations hereunder.

3) Approval to be Reasonable. Whenever under this Agreement the approval of a party is required or deemed required, then the party agrees that such approval shall not be unreasonably withheld or delayed.

4) Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns. If any portion of this Agreement shall be held unenforceable by a court of competent jurisdiction, then the offending portion shall be severed from the remainder, and the remainder shall be fully enforced in accordance with applicable law. This Agreement may be executed in any number of counterparts, each one of which, when taken together, shall be deemed an original document. This document may be executed and delivered electronically, via facsimile or e-mail. Electronic signatures to this Agreement shall be deemed valid and

enforceable against the party or parties who shall have so elected to execute and deliver this document.

~~THE LENHART COMPANY, INC.~~


By: _____
Paul G. Lenhart, President

10/12/2011
Date

FOR THE CITY OF MADISION

Paul Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

Approved as to form:

David P. Schmiedicke, Finance Director

Date

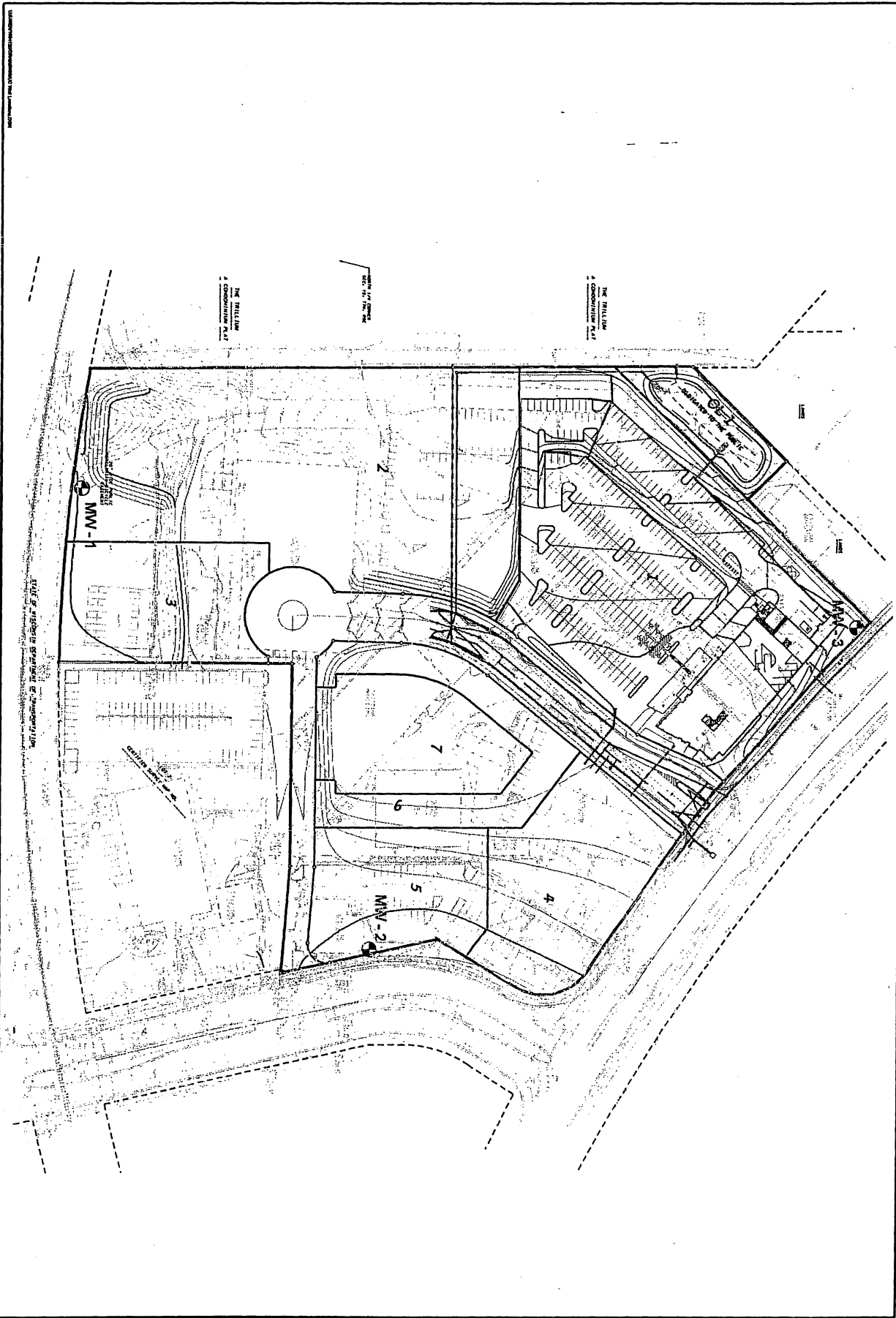
Michael P. May, City Attorney

Date

EXHIBIT "A"

Site Plan

EXHIBIT "A" Site Plan



SHEET NUMBER: 1 of 1
 PLOT: 10-04-120
 DATE: 09-19-11
 SCALE: 1" = 120'
 DATE: 09-19-11
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

Monitoring Well Locations
University Crossing
 City of Madison, Dane County, Wisconsin

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
 7530 Westward Way, Madison, WI 53717
 Phone: 608.833.7530 • Fax: 608.833.1049
 TOWN NATURAL RESOURCE FOR LAND DEVELOPMENT