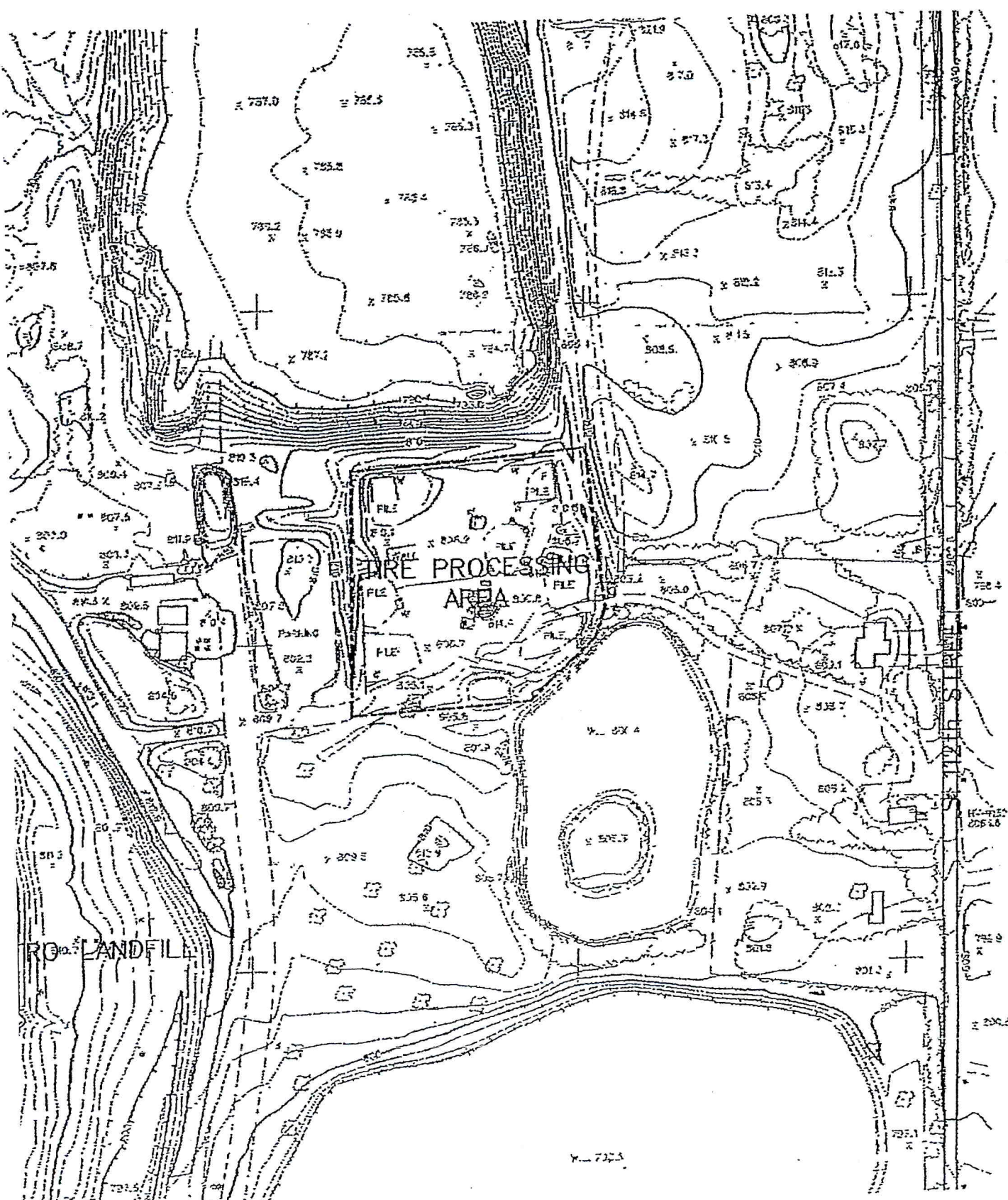


location designated by the Franklin Fire Department and posted by the Operator, at least fifty (50) galls of fire fighting foam concentrate designed for use on tire fires.



METRO RECYCLING & DISPOSAL FACILITY



SCALE 1" = 200'

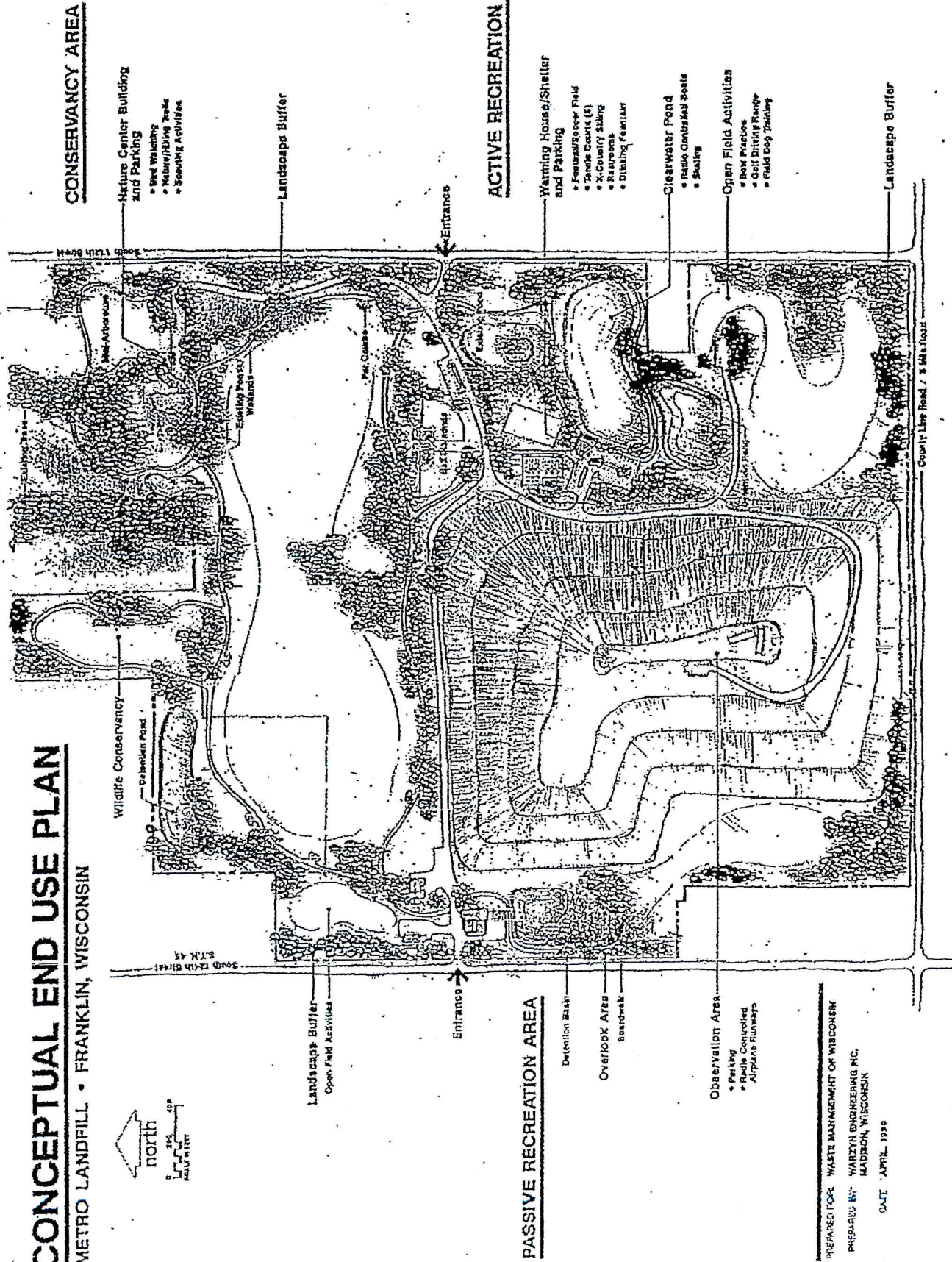
**EXHIBIT "J"**

**POST CLOSURE SITE PLAN**

1. This Exhibit was attached as Exhibit "G" to the Negotiated Agreement regarding the Southeast Expansion.
2. The current site configuration differs significantly from the configuration shown in this Exhibit and will be subject to further changes pursuant to the WMWI Metro Landfill Facility Green Space Protection and Limited Landfill Expansion Agreement.

# CONCEPTUAL END USE PLAN

METRO LANDFILL • FRANKLIN, WISCONSIN



PREPARED FOR: WASTE MANAGEMENT OF WISCONSIN  
 PREPARED BY: WABZYN ENGINEERING INC.  
 MADISON, WISCONSIN  
 DATE: APRIL, 1989

## EXHIBIT "K"

### SOLID WASTE FACILITY BUFFER AREA

#### Former Frey and Adjacent Properties

942-9999-000	20.0 acres
987-9998-000	40.0 acres
988-9993-000	37.0 acres
988-9994-000	<u>2.5 acres</u>
Total	99.5 acres

#### Additional Properties on the East Side of 112th Street

941-9984-001 & 002 (Morabito)	9.6 acres
941-9985-000 (Latus)	9.8 acres
941-9986-000 (King)	9.8 acres
941-9996-000 (Losey)	4.9 acres
941-9997-000 (Becker)	4.9 acres
941-9998-000 (Weber)	19.7 acres
941-9999-000 (Karthausser)	<u>9.9 acres</u>
Total:	68.6 acres

#### Lands Designated as Raymond Borrow Pit

012-042-1060-11000	2.0 acres
012-042-1060-01000	54.7 acres
012-042-1060-14000	35.9 acres
012-042-1060-67000	<u>20.0 acres</u>
Total	112.6 acres

DNR Standard Grant Easement 9/05

CONSERVATION EASEMENT

This CONSERVATION EASEMENT is granted this 17th day of August, 2010, by the Grantor Waste Management of Wisconsin, Inc., a Wisconsin corporation (hereinafter "Landowner"), to the Grantee City of Franklin, a Wisconsin municipal corporation (hereinafter "Easement Holder").

RECITALS

A. Property. The Landowner is the sole owner of approximately 281 acres of real Property in Milwaukee County, Wisconsin (hereinafter the "Property"), which is legally described in Exhibit A, and depicted on a map shown in Exhibit B (hereinafter the "Property Map"). If there is any discrepancy between Exhibit A and Exhibit B, Exhibit A shall prevail. Both exhibits are attached to this Easement and incorporated by this reference.

Portions of the Property have been designated as Zone(s) to establish certain uses and management conditions within those areas. There is a "Landowner Limited Use Zone" and a "Landowner Non-Use Zone," which are delineated on the Property Map. Landowners retain rights to use property in the Limited Use Zone pursuant to Subparagraph 3.2.

B. Conservation Values. The Property, in its present state, has significant natural, ecological, habitat, scientific, scenic, geological, recreational, educational and open space values (collectively, "Conservation Values") of importance to the Landowner, Easement Holder and the people of Wisconsin. In particular, this Conservation Easement will assist in the creation of a continuous, integrated Environmental greenbelt that will provide flood protection and preserve wildlife and native habitat through the Ryan Creek Watershed and the Root River Watershed in Milwaukee and Racine Counties, consistent with the goals of the Milwaukee Metropolitan Sewerage District ("MMSD") Greenseams Program, and which is supported by MMSD, The Conservation Fund, Milwaukee County Department of Parks, Racine County Parks Department, U.S. Fish and Wildlife Service, the Easement Holder, the Towns of Raymond and Norway, the City of Muskego and the Counties of Waukesha, Racine and Milwaukee.

C. Baseline Documentation. The condition of the Property is further documented in an inventory of relevant features, characteristics and Conservation Values, which is on file at the office of the Easement Holder and incorporated by this reference. This Baseline Report consists of reports, maps, photographs, and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of conveyance of this Easement and which is intended to serve as an objective, but not exclusive, information baseline for monitoring compliance with the terms of this Easement.

D. Public Policies. Preservation of the Conservation Values of the Property will serve the following public policies:

Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic and open space values of real property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; and maintain or enhance air and water quality.

Recording Area  
Name and Return Address:

Parcel identification Number:

This Conservation Easement also furthers the implementation of that certain "Conservation Greenbelt" objective set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement between Landowner and the Waste Facility Siting Committee for the Metro Recycling and Disposal Facility in Franklin, Wisconsin, dated August 16, 2010, on file with the State of Wisconsin Waste Facility Siting Board, administered by the State of Wisconsin Department of Natural Resources ("Greenspace and Landfill Agreement").

- E. **Qualified Organization.** The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) of the Wisconsin Statutes and is also a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder.
- F. **Conservation Intent.** The Landowner and Easement Holder share the common purpose of preserving the Conservation Values of the Property in perpetuity. The Landowner intends to place restrictions on the use of the Property to protect those Conservation Values. The Landowner further intends to convey to the Easement Holder, and the Easement Holder agrees to accept, the right to monitor and enforce these restrictions in order to preserve, enhance and protect the Property for the benefit of this generation and generations to come.

### GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above and the mutual covenants contained in this Easement, and in further consideration of the execution and delivery of the Greenspace and Landfill Agreement, the receipt and sufficiency of which is hereby acknowledged, and pursuant to Section 700.40 of the Wisconsin Statutes, the Landowner hereby voluntarily grants and conveys to the Easement Holder a Conservation Easement in perpetuity over, in and to the Property (herein the "Easement"). This Easement consists of the following terms, rights and restrictions:

1. **Purpose.** The Purpose of this Easement is to preserve the Property in perpetuity in its predominantly natural, scenic and open space condition, and to prevent any use of the Property that will adversely impact or interfere with its Conservation Values. The Landowner intends that this Easement will confine the use of the Property to activities that are consistent with the Purpose of the Easement, except as provided for in Subparagraph 3.2 hereof. The Easement Holder intends to allow the Property, subject to Subparagraph 3.2, to be accessible to the Public for its use.
2. **Restrictions, Prohibited Uses and Certain Reserved Rights of the Landowner.** Except as provided in Subparagraph 3.2 hereof, any activity on or use of the Property inconsistent with the Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following provisions identify activities and uses that are expressly prohibited and some rights that are expressly reserved to the Landowner:
  - 2.1 **Animals.** The Property may not be used as a game farm, shooting preserve, fur farm or deer farm, licensed under Chapter 169 of the Wisconsin Statutes, as that Chapter may be amended from time to time.
  - 2.2 **Buildings, Structures and Other Improvements.** The placement, installation or construction of any temporary or permanent buildings, structures or other improvements on the Property is prohibited, including, without limitation, roads, signs and billboards, utility corridors, waste disposal systems, towers, and trails, except as provided below.

Note: Notice is hereby given that the Landowner has the obligation to comply with current state erosion control and storm water regulations pertaining to the placement, installation, construction and maintenance of buildings, structures and other improvements on the Property.

- a. **Fences.** Existing fences may be repaired, replaced, or removed subject to the prior approval of the Easement Holder. Additional fencing may be constructed to mark boundaries and secure the Property, or as needed to carry out activities permitted in this Easement.
- b. **Signs.** Small, unlighted signs may be placed on the Property for the following purposes only: to state the name and address of the Property and Landowner; commemorate or explain the history or protection of the Property; prohibit trespassing or regulate uses; interpret natural features of the Property; mark the boundaries or provide directions, advertise the sale of goods or services produced on the Property; and display temporary political signs. All signage shall be subject to compliance with the Municipal Code of the City of Franklin, Wisconsin.

- c. Trails. The Landowner shall construct no trails. Trails may be established and maintained on the Property by the Easement Holder, provided that they do not diminish the Conservation Values of the Property and are located and constructed to prevent erosion, avoid habitat fragmentation, and protect sensitive areas and water quality. Trails may have an impervious surface to accommodate bicyclists or a pervious surface of natural materials, as determined by the Easement Holder.
- d. Roads. Existing roads and bridges on the Property may be maintained, but shall not be widened or improved. No new roads may be constructed or established on the Property, except as specifically approved in this Easement.
- e. Buildings. The Landowner shall construct no buildings. The Easement Holder may construct such buildings as it deems appropriate and reasonably necessary to further the Purpose of this Conservation Easement and to accommodate the Public's use of the Property.
- f. Landfill Operations. No solid waste or hazardous waste disposal operations or activities shall ever occur on the Property.

2.3 Commercial, Agricultural, Residential and Industrial Uses. Use of the Property for commercial, agricultural, residential or industrial purposes is prohibited. The foregoing shall not apply to the continuation of farming as was/is operated at the time of/preceding the grant of this Easement, by Landowner, which farming was required by the Waste Facility Siting Committee and agreed to by Landowner in the negotiation of and in consideration of the mutual exchange of consideration for the Greenspace and Landfill Agreement, which farming operation continuation is for the purpose of preventing the incursion of invasive plant species onto the Property, and which farming operation shall continue until the date of notice to Landowner from Easement holder that such farming operation shall be discontinued, which discontinuation shall occur upon the date as is reasonably set forth within such notice.

2.4 Dumping. There shall be no dumping or storage on or under the Property of any trash, garbage, construction materials, sewage, ashes, manure, trees, brush, hazardous materials, discarded or salvageable materials such as junk cars, or other unsightly or offensive material. There shall also be no dumping or stockpiling of any soil, sawdust, gravel, or sand. This is not intended to prohibit composting excess brush or other plant material generated on the Property by activities permitted in this Easement, provided that composting shall not be located within one-hundred feet of the ordinary high water mark of any water body.

2.5 Mining and Surface Alteration. There shall be no mining, drilling, exploring for, excavation or removal of any minerals, soil, sand, peat, gravel, rock or any other materials on or from the Property nor any alteration of the surface of the Property, including, without limitation, ditching, draining, diking, tiling, filling, or leveling, except as may be required for activities or uses expressly permitted in this Easement .

2.6 Subdivision, Extinguishment of Development Rights, and Density

- a. The Property shall not be subdivided into smaller parcels, whether through legal or *de facto* subdivision, including division through the creation of condominiums, site leases or other means. The intent of this Paragraph is to require that the entire Property remain as a single, indivisible tract managed for the Purpose of this Easement, and to prohibit the conveyance of any part except as a whole.
- b. All rights to develop or use the Property that are prohibited by or inconsistent with this Easement are extinguished, and cannot be used to transfer development rights to other land owned by the Landowner or any other party, or to permit increased development density or increased natural resource use or extraction on other land, or to achieve other regulatory mitigation credits on land not subject to this Easement.

3. **Additional Reserved Rights of the Landowner.** In addition to rights reserved by the Landowner pursuant to Paragraph 2 above, the Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in a manner that is not expressly restricted or prohibited by the Easement or inconsistent with the Purpose of the Easement. The Landowner may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Property. The Landowner reserves:

- 3.1 The right to sell, give, bequeath, mortgage, lease or otherwise encumber or convey the Property, provided that:
  - a. Such encumbrance or conveyance is subject to the terms of this Easement.
  - b. The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other



legal instrument by which the Landowner transfers any interest in all or part of the Property, except as may be made and delivered to the City of Franklin pursuant to the terms of the Greenspace and Landfill Agreement. The Landowner agrees that the terms of such conveyance shall include such terms as may be reasonably requested by the Easement Holder in order to facilitate the transfer of the Property to its designee(s) in furtherance of the Purpose of this Conservation Easement or in order to further the Easement Holder's interest in protecting and promoting the public health, safety and welfare.

- c. The Landowner notifies the Easement Holder of any conveyance in writing within fifteen (15) days after the conveyance, and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.
- d. Failure of the Landowner to perform any act required in Subparagraphs 3.1 b. and 3.1 c. shall not impair the validity of this Easement or limit its enforceability in any way.

3.2 Landowner, notwithstanding anything to the contrary set forth herein, reserves its right to use the Property for those soil and water management purposes as are described in the Greenspace and Landfill Agreement.

4. **Easement Holder's Rights and Remedies.** In order to accomplish the Purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies:

4.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.

4.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below. In addition, the Easement Holder shall have the right, but not the obligation, to restore the Property to its natural state (or whatever other state is desired).

4.3 Enter the Property. The Easement Holder has the right to enter the Property to inspect it and monitor compliance with the terms of this Easement; allow Public access to the Property for the enjoyment thereof; obtain evidence for use in seeking judicial or other enforcement of the Easement; survey or otherwise mark the boundaries of all or part of the Property if necessary to determine whether there has been or may be a violation of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder shall provide prior notice to the Landowner before entering the Property, except in cases where there is an emergency or the Easement Holder determines immediate entry is necessary to prevent, terminate or mitigate a violation of the Easement.

4.4 Remedy Violations. The Easement Holder has the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

a. **Notice of Violation and Corrective Action.** If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder may initiate judicial action after the Landowner has been given written notice of the violation or threatened violation, and at least thirty (30) days to correct the violation. This provision shall not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.

b. **Remedies.** Remedies available to the Easement Holder in enforcing this Easement include temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Property to its condition at the time of conveyance of this Easement OR to its prior condition in accordance with a plan approved by the Easement Holder, except as permitted by this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property. The restoration requirement shall not be construed to terminate any rights reserved by the Landowner under this Easement or to release the Landowner from any additional restoration obligations that may be required under the Easement. Without limiting the Landowner's liability, the Easement Holder, in its discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. In addition thereto, Easement Holder may enforce by proceeding at law or in equity the covenants set forth herein, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants set forth herein being and constituting a violation of such Unified

Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

These remedies are cumulative and are available without requiring the Easement Holder to prove an adverse impact to the Conservation Values protected by the Easement. The Landowner and Easement Holder recognize that restoration, regardless of cost, may be the only adequate remedy for certain violations of this Easement. The Easement Holder is entitled to seek expedited relief, ex parte if necessary, and shall not be required to post any bond applicable to a petition for such relief.

- c. **Non-Waiver.** The Easement Holder does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement by any delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings.
- d. **Costs of Enforcement.** The Landowner shall be responsible for all costs incurred by the Easement Holder in enforcing the terms of this Easement, including, without limitation, costs and expenses of suit, reasonable attorneys' fees, and costs of restoration necessitated by violations of the terms of this Easement. If, however, the Landowner ultimately prevails in a judicial enforcement action, each party shall be responsible for its own costs.
- e. **Waiver of Certain Defenses.** The Landowner hereby waives any defense of laches (such as a failure by the Easement Holder to enforce any term of the Easement) or estoppel (such as a contradictory statement or action on the part of the Easement Holder).
- f. **Acts Beyond Landowner's Control.** The Easement Holder may not bring any action against the Landowner for any injury to or change in the Property resulting from causes beyond the Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from such causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the Purpose of the Easement, pursuant to Paragraph 5.3.
- g. **Right to Report.** In addition to other remedies, the Easement Holder has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.

## 5. Notices and Approvals.

- 5.1 Notice of Landowner's Intention to Undertake Reserved Rights. Although the Landowner does not need to obtain approval from the Easement Holder to exercise reserved rights, unless specifically required to do so in this Easement, the Landowner agrees to notify the Easement Holder in writing before exercising any reserved right that may have an adverse impact on the Conservation Values of the Property.

In cases where the Landowner is specifically required to notify the Easement Holder before undertaking certain reserved rights, including, but not limited to, those reserved rights identified in Subparagraph 3.2, the Landowner shall notify the Easement Holder at least 60 days prior to the date the Landowner intends to begin the activity, unless another time period is specified in this Easement. The Notice shall comply with Paragraph 5.4 of this Easement.

The purpose of notification is give the Easement Holder an opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is consistent with the Purpose of the Easement.

- 5.2 Request for Approval. When the Landowner is required to obtain the Easement Holder's written approval before undertaking an action, including but not limited to, those actions identified in Subparagraph 3.2, the Landowner shall submit a written request for approval to the Easement Holder at least sixty (60) days before the date the Landowner wishes to undertake the activity. The Request shall comply with Paragraph 5.4 of this Easement. No action requiring approval under this Easement is allowed unless the Landowner receives written notice of the approval from the Easement Holder. The Easement Holder may withhold its approval if it does not receive sufficient information to make a decision or if it determines that the proposed action is not consistent with the Purpose or terms of the Easement. The Easement Holder may condition its approval on the Landowner's

acceptance of modifications, which would, in the Easement Holder's judgment, make the proposed activity consistent with the Easement or otherwise meet any concerns. Pursuant to Paragraph 8.2 of this Easement, the Wisconsin Department of Natural Resources (hereinafter "DNR") may also need to approve certain actions.

5.3 Notice of Change in the Property Beyond Landowner's Control. Whenever notice is required pursuant to Paragraph 4.4(f) of this Easement, the Landowner shall provide oral notice to the Easement Holder within five (5) days and written notice within thirty (30) days after the occurrence, or after the Landowner becomes aware of the occurrence, whichever is later.

5.4 Content of the Notice or Request for Approval. The notice or request for approval shall describe the nature, scope, design, location, size, timetable, and any other material aspect of the activity in sufficient detail to permit the Easement Holder to make an informed judgment as to its consistency with the Purpose of this Easement.

5.5 Delivery. Any required notice or request for approval shall be in writing and must be delivered personally or sent by first class mail, postage prepaid, or by another nationally recognized delivery service to the appropriate party at the following address (or other address specified in writing):

To Landowner:

Waste Management of Wisconsin, Inc.  
W132 N10 487 Grant Drive  
Germantown, WI 53022

To Easement Holder:

City of Franklin  
Attn: City Clerk  
9229 West Loomis Road  
Franklin, WI 53132

5.6 Time Period for Action. Following approval of a proposed action pursuant to Paragraph 5.2 above, the Landowner shall use their best efforts to complete the action as soon as possible or practicable. In no event should the Landowner exceed the period authorized in the written approval, or two years from the date of approval if no date is specified, to complete an approved activity. If the activity is not completed within that time period, the Landowner must receive written approval from the Easement Holder to proceed or re-submit the request for review and approval, according to the procedures described above.

6. **Public Access.** Public access shall be made available to the Property upon such terms and conditions as are determined by the Easement Holder.

## 7. General Provisions.

7.1 Amendment. The Landowner and Easement Holder may jointly amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder it (i) diminishes the Conservation Values of the Property, (ii) is inconsistent with the Purpose of the Easement, (iii) affects the perpetual duration of the Easement, (iv) affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes, or (v) affects the status of the Easement Holder under Section 170(h) of the Internal Revenue Code of 1986 or any successor provision. Pursuant to Paragraph 8.2, the DNR also needs to approve in writing any amendment to this Easement. The Landowner shall agree to any amendment reasonably requested by the Easement Holder for the purposes set forth under Subparagraph 3.1b.

7.2 Assignment. The Easement Holder may convey, assign or transfer its interests in this Easement to a unit of federal, state or local government or to an organization that is (i) "qualified" within the meaning of Section 170(h)(3) of the Internal Revenue Code, and in the regulations promulgated thereunder, or any successor provisions then applicable, and (ii) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement shall be required to carry out its Purpose in perpetuity. The Easement Holder agrees to notify the Landowner of any assignment at least thirty (30) days before the date of such assignment; however, failure to give such notice shall not affect the validity of such assignment or limit its enforceability in any way. Pursuant to Paragraph 8.2, the DNR also needs to approve in writing any assignment of this Easement.

7.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and shall have no effect on construction or interpretation.

- 7.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin shall govern the interpretation and performance of this Easement. Any general rules of construction to the contrary, ambiguities in this Easement shall be construed in a manner that best effectuates the Purpose of the Easement and protection of the Conservation Values of the Property.
- 7.5 Counterparts. The Landowner and Easement Holder may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 7.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- 7.7 Extinguishment. This Easement may be terminated or extinguished, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (i) all or part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, or (ii) the Landowner and Easement Holder agree that a subsequent, unexpected change in the condition of or surrounding the Property makes it impossible to accomplish the Purpose of the Easement. Pursuant to Paragraph 8.2, the DNR also needs to approve any voluntary extinguishment of the Easement.

- a. The Landowner agrees that this Easement constitutes a real property right, immediately vested in the Easement Holder, which has a fair market value that is proportionate to the fair market value of the Property as a whole. This "Proportionate Share" of the Easement is a percentage arrived at by dividing the fair market value of the Easement by the fair market value of the Property as a whole at the time of conveyance. The Proportionate Share shall remain constant over time.

The Landowner and Easement Holder agree that the fair market value of the Easement, at the time of conveyance, is equal to 100 percent of the fair market value of the Property as a whole.

- b. If this Easement is extinguished in whole or in part, then upon the subsequent sale, exchange or involuntary conversion of the Property, and after the satisfaction of prior claims and reasonable expenses incurred by the Landowner and Easement Holder as a result of the Extinguishment, the Easement Holder shall be entitled to the Proportionate Share of the proceeds attributable to the Easement. The Easement Holder may obtain a lien on the Property for the amount due until such time that it receives its Proportionate Share from the Landowner.
- c. The Easement Holder will use any proceeds it receives from any sale, exchange or involuntary conversion in a manner consistent with the conservation purposes of this Easement.
- 7.8 Joint Obligation. The obligations imposed by this Easement upon the Landowner shall be joint and several.
- 7.9 Ownership Responsibilities, Costs and Liabilities. The Landowner retains all responsibilities and shall bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:
- a. Operation, upkeep and maintenance. The Landowner is responsible for the operation, upkeep and maintenance of the Property.
- b. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Easement Holder to exercise physical or managerial control over the day-to-day operations of the Property, to become involved in the management decisions of the Landowner, except those regarding the generation, handling or disposal of hazardous substances, which is prohibited under this Easement and by the terms hereof shall not occur and shall in no way render Easement Holder responsible therefore, or otherwise to become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.
- c. Permits. The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations and requirements.

If requested by the Easement Holder, the Landowner agrees to apply or co-apply with the Easement Holder for any permits, approvals, licenses or funding deemed necessary or desirable by the Easement Holder for implementing rights granted to the Easement Holder in this Easement. This shall not be construed as committing the Landowner to paying any portion of the costs of an activity undertaken by the Easement Holder, or assuming any liability with respect to the permit, approval, license or funding, unless approved in a separate agreement.

- d. **Hold Harmless.** The Landowner releases and agrees to hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving or related to the Property; (3) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.
  - e. **Taxes.** The Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any taxes imposed upon or incurred as a result of this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request. Landowner agrees that Landowner's permitted use of the Property hereunder shall be considered in the assessment of the Property for taxation purposes.
- 7.10 **Recording.** The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located, and may re-record it or any other document necessary to protect its rights under this Easement.
  - 7.11 **Severability.** If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement shall remain valid and binding.
  - 7.12 **Successors.** This Easement is binding upon, and inures to the benefit of, the Landowner and Easement Holder and their respective representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.
  - 7.13 **Termination of Rights and Obligations.** The Landowner's and Easement Holder's rights and obligations under this Easement terminate upon transfer of the party's interests in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive the transfer and except as such rights and obligations may be specifically set forth upon a conveyance from Landowner to Easement Holder pursuant to subparagraph 3.1b. of this Easement.
  - 7.14 **Terms.** The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in place thereof, shall mean either masculine or feminine, singular or plural, and shall include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.
  - 7.15 **Warranties and Representations.** The Landowner warrants and represents that:
    - a. The Landowner is the sole owner of the Property in fee simple and has the right and the ability to grant and convey this Easement to the Easement Holder;

- b. As of the date of this Easement, there are no liens or mortgages outstanding against the Property, except any that are subordinated to the Easement Holder's rights under this Easement;
- c. The Landowner and Property are in compliance with all federal, state and local laws, regulations, and requirements applicable to the Property and its use;
- d. There is no pending or threatened civil or criminal proceedings or investigation in any way affecting, involving, or relating to the Property, nor do there exist any facts or circumstances that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and
- e. To the best of the Landowner's knowledge, there has been no contamination on or from the Property by any substance classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, soil, surface or ground water, or in any way harmful or threatening to human health or the environment; nor are there any underground storage tanks located on the Property, except those that are in compliance with all applicable laws and regulations.

8. **Acknowledgment of the Easement Holder's Assignment of Rights to the Wisconsin Department of Natural Resources.** The Landowner acknowledges that the Easement Holder may obtain grant funds for acquisition of this Easement or offer it as match for grant funds under the State of Wisconsin Knowles-Nelson Stewardship Program (Section 23.0917 of the Wisconsin Statutes), Lake Protection Program (Section 281.69 of the Wisconsin Statutes), or Rivers Program (Section 281.70 of the Wisconsin Statutes). In that event, the DNR shall obtain certain rights and interests with respect to this Easement and the Property. These rights and interests shall be established upon the execution and recording of a Grant Contract or Grant Agreement (hereinafter "Grant Contract") between the DNR and the Easement Holder. The Easement Holder shall notify the Landowner if a Grant Contract is executed; however, failure of the Easement Holder to notify the Landowner shall not impair the validity of the DNR's rights and interests under the Grant Contract.

The Landowner consents to the Easement Holder's assignment of rights and interests to the DNR through such a Grant Contract or other contract, including, without limitation, the following:

- 8.1 The DNR has the right to enter and inspect the Property to determine if the Easement Holder is complying with the terms of the Grant Contract or other contract, and to exercise any other rights described in this Section of the Easement, in the same manner as described in Paragraph 4.3 and upon prior notice to the Easement Holder.
- 8.2 If the Easement is extinguished in the future, a share of the Easement Holder's proceeds shall be apportioned to the DNR; that share, if any, shall be set forth in the Grant Contract or other contract.
- 8.3 The DNR has the right to collect cash payments from the Easement Holder or assume the Easement Holder's entire legal interest in this Easement, without the necessity of entry or legal judgment, if the Easement Holder violates an essential provision of any Grant Contract or other contract between Easement Holder and the DNR, and fails to correct the violation as called for in the Grant Contract or other contract. The DNR will notify the Landowner if the DNR becomes the Easement Holder as a result of a grant enforcement action.

TO HAVE AND TO HOLD the above described Conservation Easement unto the Easement Holder, its successors and assigns forever.

To be known to be the Vice President of Waste Management of Wisconsin, Inc., who has(ve) executed the foregoing instrument and acknowledged the same on behalf of the corporation.

WASTE MANAGEMENT OF WISCONSIN, INC.

By: Michael Fleming  
Mike Fleming, Vice President

Attest: Dennis Wilt  
Dennis Wilt, Assistant Secretary

STATE OF WISCONSIN )  
 ) ss.  
WASHINGTON COUNTY )

Personally came before me this 8th day of September, 2010, the above named Vice President of Waste Management of Wisconsin, Inc., Mike Fleming, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Renee Pohland  
Signature of Notary Public

RENEE POHLAND  
Typed Name of Notary Public

Notary Public, State of WISCONSIN  
My Commission (expires) (is)  
2-24-13

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST



CITY OF FRANKLIN

By:

*Thomas M Taylor*

Attest:

*Sandra L. Wesolowski*

STATE OF WISCONSIN )  
 ) ss.  
*Milwaukee* COUNTY)

Personally came before me this 15th day of October, 2010, the above named Thomas M. Taylor, Mayor, and Sandra L. Wesolowski, clerk to me known to be the person who executed the foregoing instrument and acknowledged the same.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Notary Public

Typed Name of Notary Public

Notary Public, State of Wisconsin  
My Commission (~~expires~~) (is) permanent.

This document was drafted by Patrick J. Hudec, David E. Stewart, Jesse A. Wesolowski and Dennis M. Wilt

ATTACHMENTS:

- EXHIBIT A      Legal Description of the Property
- EXHIBIT B      Property Map



## EXHIBIT A

### PARCEL 1:

The East 1/2 of the West 1/2 of the Northeast 1/4 of Section 6, Township 4 North, Range 21 East, bounded and described as follows: Commencing at a point in the North line of said 1/4 Section 664.23 feet South 89° 37' East of the Northwest corner of said 1/4 Section; continuing thence South 89° 37' East along the North line of said 1/4 Section 664.22 feet to a point; thence South 1° 16' 55" West along the East line of the West 1/2 of said 1/4 Section 2345.77 feet to a point in the South line of said 1/4 Section; thence South 87° 50' 40" West along the South line of said 1/4 Section 662.98 feet to a point, said point being 662.98 feet North 87° 50' 40" East of the Southwest corner of said 1/4 Section; thence North 1° 13' 30" East along the West line of the East 1/2 of the West 1/2 of said 1/4 Section 2375.10 feet to the place of beginning. Said land being in the Town of Raymond, Racine County, Wisconsin.

The following is for informational purposes only:

Tax Key No. 51-012-04-21-06-014-000

### PARCEL 2:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 6, Township 4 North, Range 21 East, described as follows: Begin at the North 1/4 corner of Section; thence running South 89° 37' 00" East 489.23 feet along North line of Section to a point, said point marks the place of beginning of parcel of land hereinafter described; thence running South 89° 37' 00" East 175.00 feet along the Section line to a point; thence South 1° 13' 30" West 497.83 feet to an iron stake; thence North 89° 37' 00" West 175.00 feet to an iron stake; thence North 1° 13' 30" East 497.83 feet to place of beginning. Said land being in the Town of Raymond, Racine County, Wisconsin.

The following is for informational purposes only:

Tax Key No. 51-012-04-21-06-011-000

### PARCEL 3:

All that part of the Northeast 1/4 and the Southeast 1/4 of Section 6, Township 4 North, Range 21 East, bounded and described as follows, to-wit: Commencing at the Northeast corner of the said Southeast 1/4 of Section 6; thence South 00° 32' 44" East along the East line of said 1/4 Section and centerline of 108th Street 662.40 feet; thence South 86° 22' 48" West 1326.61 feet to a point on the West line of the East 1/2 of the said 1/4 Section; thence North 00° 32' 52" West along said West line 659.34 feet; thence North 00° 25' 57" West along the West line of the East 1/2 of the Northeast 1/4 of said Section 6, 2354.60 feet to a point on the North line of the said 1/4 Section and centerline of County Line Road; thence North 88° 36' 28" East along said North line and centerline 1138.71 feet to a point being distant South 88° 36' 28" West 181.50 feet from the Northeast corner of the said 1/4 Section; thence South 00° 32' 45" East parallel to the East line of said 1/4 Section 240.00 feet; thence South 88° 36' 28" West parallel to the North line of said 1/4 Section 60.29 feet; thence South 00° 32' 45" East parallel to the East line of the said 1/4 Section 135.12 feet; thence South 88° 36' 28" West parallel to the North line of the said 1/4 Section 14.21 feet; thence South 00° 32' 45" East parallel to the East line of the said 1/4 Section 270.24 feet; thence North 88° 36' 28" East parallel to the North line of the said 1/4 Section 256.00 feet to a point on the East line of the

said 1/4 Section and centerline of 108th Street; thence South 00° 32' 45" East along said East line and centerline 135.10 feet; thence South 88° 36' 28" West parallel to the North line of the said 1/4 Section 256.00 feet; thence South 00° 32' 45" East parallel to the East line of the said 1/4 Section 540.48 feet; thence South 88° 36' 28" West parallel to the North line of the said 1/4 Section 107.77 feet; thence South 00° 32' 45" East parallel to the East line of the said 1/4 Section 539.04 feet; thence North 88° 36' 28" East parallel to the North line of the said 1/4 Section 107.77 feet; thence South 00° 32' 45" East parallel to the East line of the said 1/4 Section 135.12 feet; thence North 88° 36' 28" East parallel to the North line of the said 1/4 Section 256.00 feet to a point on the East line of the said 1/4 Section and centerline of 108th Street; thence South 00° 32' 45" East along said East line and centerline 304.77 feet to the point of beginning. Also excepting and reserving therefrom the North 33 feet measured at right angles to the centerline on County Line Road and the East 33 feet measured at right angles to the centerline of 108th Street, in the areas where the above described lands abut said roads, for public road purposes. Excepting therefrom land conveyed by Deed recorded on November 24, 1987, as Document No. 1244892. Said land being in the Town of Raymond, Racine County, Wisconsin.

The following is for informational purposes only:

Tax Key No. 51-012-04-21-06-001-000 & 51-012-04-21-06-067-000

**PARCEL 4:**

That part of the Southeast 1/4 of the Northeast 1/4 of Section 31, in Township 5 North, Range 21 East, in the City of Franklin, bounded and described as follows: Beginning at the Southeast corner of the Northeast 1/4 of Section 31, Township 5, Range 21, running thence West along the South line of said 1/4 Section, 1330.22 feet to a point in the center line of South 112<sup>th</sup> Street; thence North 0 degrees 17 minutes 10 seconds East along the center line of said street 333 feet to a point; thence East on and along a line parallel to the South line of said 1/4 Section 1329.18 feet to a point on the East line of said 1/4 Section; thence South 0 degrees 06 minutes 30 seconds West along the East line of said 1/4 Section, 333 feet to the place of beginning. Said land being in the City of Franklin, County of Milwaukee and State of Wisconsin.

The following is for informational purposes only:

Tax Key No. 941-9999-000

**PARCEL 5:**

That part of the Southeast 1/4 of the Northeast 1/4 of Section 31, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at a point in the East line of said 1/4 Section 999 feet North 0 degrees 06 minutes 30 seconds East of the Southeast corner of said 1/4 Section; thence West on and along a line parallel to the South line of said 1/4 Section 1327.10 feet to a point in the centerline of South 112<sup>th</sup> Street; thence North 0 degrees 17 minutes 10 seconds East along the center line of said street 166.70 feet to a point; thence south 89 degrees 54 minutes 13 seconds East 1326.575 feet to a point in the East line of said 1/4 Section, said point being 1492.80 feet South of the Northeast corner of said 1/4 Section; thence South 0 degrees 06 minutes 30 seconds West along the East line of said 1/4 Section 164.60 feet to the place of commencement.

The following is for informational purposes only:

Tax Key No. 941-9997-000

PARCEL 6

That part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at a point in the East line of said  $\frac{1}{4}$  Section 1163.6 feet North 0 degrees 06 minutes 30 seconds East of the Southeast corner of said  $\frac{1}{4}$  Section; thence West on and along a line parallel to the South line of said  $\frac{1}{4}$  Section 1326.575 feet more or less, to a point in the center line of South 112<sup>th</sup> Street, thence North 0 degrees 17 minutes 10 seconds East along the center line of South 112<sup>th</sup> Street 166.7 feet to a point; said point being 1332.92 feet South of the North line of said  $\frac{1}{4}$  Section; thence South 89 degrees 48 minutes 27 seconds East 1326.06 feet to a point in the East line of said  $\frac{1}{4}$  Section, said point being 1328.2 feet South of the Northeast corner of said  $\frac{1}{4}$  Section; thence South 0 degrees 06 minutes 30 seconds West along the East line of said  $\frac{1}{4}$  Section 164.6 feet to the place of commencement.

The following is for informational purposes only:

Tax Key No. 941-9996-000

PARCEL 7:

That part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Beginning at a point in the North line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, 647.20 feet West of the Northeast corner thereof; thence West along the North line of said  $\frac{1}{4}$  Section, 323.60 feet to a point; thence South parallel to the East line of said  $\frac{1}{4}$  Section 673.04 feet to a point; thence East parallel to the North line of said  $\frac{1}{4}$  Section, 323.60 feet to a point; thence North parallel to the East line of said  $\frac{1}{4}$  Section, 673.04 feet to the place of beginning.

The following is for informational purposes only:

Tax Key No. 941-9984-002

PARCEL 8:

That part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Beginning at a point in the North line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, 970.80 feet West of the Northeast corner thereof; thence West along the North line of said  $\frac{1}{4}$  Section, 351.20 feet, more or less, to the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31; thence South along the West line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, 673.04 feet to a point; thence East parallel to the North line of said  $\frac{1}{4}$  Section, 353.20 feet, more or less, to a point; thence North parallel to the East line of said  $\frac{1}{4}$  Section, 673.04 feet to the place of beginning.

The following is for informational purposes only:

Tax Key No. 941-9984-001

PARCEL 9:

That part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Beginning at a point on the East line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31 aforesaid, 1001.92 feet South of the Northeast corner thereof; thence West and parallel to the North line of said  $\frac{1}{4}$  Section 1325.00 feet, more or less, to the West line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31; thence South along the West line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31 aforesaid, 331.00 feet, more or less, to the Southwest corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31; thence East along the South line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31 aforesaid 1326.05 feet, more or less, to the Southeast corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31; thence North along the East line of said  $\frac{1}{4}$  section 326.28 feet, more or less to the point of beginning.

The following is for informational purposes only:

Tax Key No. 941-9986-000

**PARCEL 10:**

That part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, in Township 5 North, Range 21 East, in the City of Franklin, bounded and described as follows: Commencing at a point in the East line of said  $\frac{1}{4}$  Section, 999 feet North 0 degrees 8 minutes 30 seconds East of the Southeast corner of said  $\frac{1}{4}$  Section; thence West on and along a line parallel to the South line of said  $\frac{1}{4}$  Section, 1327.10 feet to a point in the centerline of South 112<sup>th</sup> Street; thence South 0 degrees 17 minutes 10 seconds West along said centerline of South 112<sup>th</sup> Street to a point that is 333 feet North of the South line of said  $\frac{1}{4}$  Section; thence East on and along a line parallel to the South line of said  $\frac{1}{4}$  Section, 1329.18 feet to a point on the East line of said  $\frac{1}{4}$  Section; thence North to the point of beginning.

The following is for informational purposes only:

Tax Key No. 941-9998-000

**PARCEL 11:**

That part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows: Beginning at a point in the East line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, 673.04 feet South of the Northeast corner thereof, thence West parallel to the North line of said  $\frac{1}{4}$  Section 1324 feet more or less to the West line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31; thence South along the West line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, 328.88 feet to a point; thence East parallel to the North line of said  $\frac{1}{4}$  Section 1325 feet more or less to the East line of said  $\frac{1}{4}$  Section, thence North along the East line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, 328.88 feet to the place of beginning.

The following is for informational purposes only:

Tax Key No. 941-9985-000

**PARCEL 12:**

That part of the Southeast  $\frac{1}{4}$  of Section 31, in Township 5 North, Range 21 East, in the City of Franklin, bounded and described as follows: Beginning at the Southwest corner of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township 5, Range 21 said point begin the present center line of South 112<sup>th</sup> Street; thence East along the South line of the Northeast  $\frac{1}{4}$  of said  $\frac{1}{4}$  Section 264 feet to a point; thence North on and along a line parallel to the West line of said  $\frac{1}{4}$  Section 475 feet to a point; thence West on

and along a line parallel to the South line of said  $\frac{1}{4}$  Section 264 feet to a point in the center line of South 112<sup>th</sup> Street; thence South on and along the center line of said Street 475 feet to the place of beginning.

The following is for informational purposes only:

Tax Key No. 988-9994-000

PARCEL 13:

The Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 31, and the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 32, and the South  $\frac{1}{4}$  of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 32, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin. Also part of the Southwest  $\frac{1}{4}$  of Section 32, in Township 5 North, Range 21 East: Beginning at the Northwest corner of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 32, in Township 5 North, Range 21 East; thence South on and along the  $\frac{1}{8}$  line 27 feet to a point and thence in a Northeasterly direction to a point on the  $\frac{1}{4}$  line, 16 feet East, of the Northwest corner of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 32, in Township 5 North, Range 21 East; thence West on and along said  $\frac{1}{4}$  line, 16 feet to the place of beginning, excepting that part of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 31, bounded and described as follows: Beginning at the Southwest corner of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 31, in Township 5 North, Range 21 East, said point being in the present center line of South 112<sup>th</sup> Street; thence East along the South line of said Northeast  $\frac{1}{4}$  of said  $\frac{1}{4}$  Section 264 feet to a point; thence North on and along a line parallel to the South line of said  $\frac{1}{4}$  Section 475 feet to a point; thence West on and along a line parallel to the South line of said  $\frac{1}{4}$  Section 264 feet to a point in the center line of South 112<sup>th</sup> Street; thence South on and along the center line of said Street 475 feet to the point of beginning.

The following is for informational purposes only:

Tax Key No. 942-9999-000; 942-9998-000; and 942-9993-000





**EXHIBIT "M"**

**OPERATOR'S LIMITED USE OF AREA EAST OF 112TH STREET**





## EXHIBIT "N"

### SITING PROCEDURE FOR FUTURE EXPANSIONS

#### BACKGROUND

Wis. Stat. § 289.22 (1m) currently requires the Operator to submit to each affected municipality, as that term is defined in Wis. Stat. § 289.01 (1), a written request for specification of all local approvals prior to constructing a solid waste facility and to make application for and to take all steps necessary to obtain each such local approval prior to submitting to the Wisconsin Department of Natural Resources (DNR) a feasibility report for any expansion of the Operator's solid waste facility known as the Metro Recycling and Disposal Facility (RDF). The Operator has submitted such a written request on February 28, 2003 to the affected municipalities and has entered into an agreement known as the WMWI Metro Landfill Facility Green Space Protection and Limited Landfill Expansion Agreement [Agreement]. The municipalities that are party to this Agreement (Signatories or Signatory, in the singular) acknowledge that the Operator has given them such a written request by its letter dated February 28, 2003 and further acknowledge that they have, pursuant to Wis. Stat. § 289.33 (6) through (9), adopted siting resolutions, appointed members to a local committee and negotiated with the Operator regarding expansions of its solid waste disposal facility anywhere within the Northern Footing Active Filling Area and the Active Fill Area, as that term is described in this Agreement. The parties to this Agreement acknowledge and agree that it is their intent that the terms and conditions of this Agreement shall be imposed upon all expansions sought by the Operator within the Northern Footing Active Filling Area and the Active Fill Area.

## PROCEDURE

### A. ADVERSE RULING

Notwithstanding the foregoing, the Signatories acknowledge that Wis. Stat. § 289.22 (1m) may be interpreted by DNR or by the Wisconsin Waste Facility Siting Board (WFSB) to require the Operator to, in the future, give to some or all of the municipalities additional written requests for identification of local approvals for one or more further expansions located within the Northern Footing Active Filling Area and/or Active Fill Area. In the event of such a ruling each Signatory covenants and agrees to promptly adopt a resolution stating that it desires to negotiate and/or arbitrate with the Operator regarding any expansion(s) proposed by the Operator to be located entirely within the Northern Footing Active Filling Area and/or Active Fill Area.

For each expansion, each Signatory further agrees to appoint to the local negotiating committee the number of members it is authorized, at that time, to appoint pursuant to Wis. Stat. § 289.33 (7), and to instruct said member or members to attend the initial negotiating session of the local committee and approve this Agreement as the negotiated agreement contemplated by Wis. Stat. § 289.33 (9)(g). Further, each Signatory shall instruct the member(s) it appoints to submit this Agreement to the Signatory for its approval. Each Signatory agrees that it will approve this Agreement pursuant to Wis. Stat. § 289.33(9)(k).

B. ADOPTION OF SITING RESOLUTION BY A MUNICIPALITY NOT A PARTY TO THIS AGREEMENT

In the event that the Operator is required to give an additional written request or requests to a municipality that is not a party to this Agreement; then each Signatory covenants and agrees to promptly adopt a resolution stating that it desires to negotiate and/or arbitrate with the Operator regarding any expansion(s) proposed by the Operator to be located entirely within the Northern Footing Active Filling Area and/or Active Fill Area.

For each expansion, each Signatory further agrees to appoint to the local negotiating committee the number of members it is authorized, at that time, to appoint pursuant to Wis. Stat. § 289.33 (7), and to instruct said member or members to attend the initial negotiating session of the local committee and approve this Agreement as the negotiated agreement contemplated by Wis. Stat. § 289.33(9)(g). Further, each Signatory shall instruct the member(s) it appoints to submit this Agreement to the appointing municipality for its approval. Each Signatory agrees that it will approve this Agreement pursuant to Wis. Stat. § 289.33(9)(k).

C. OPERATOR BOUND BY THIS AGREEMENT

In the event a negotiating committee is formulated pursuant to Wisconsin Statutes, as outlined in this Exhibit, the Operator agrees that the terms and conditions set out in this Agreement shall not be withdrawn and that this Agreement shall be accepted by the Operator as the final negotiated Agreement pursuant to Wis. Stat. § 289.33(9)(g).

D. RESERVATION OF RIGHTS

Nothing shall preclude any Signatory from raising any technical issues regarding an expansion in the Northern Footing Active Filling Area and/or Active Fill Area, whether by requesting a contested case hearing or otherwise. In addition thereto, nothing in this Agreement shall be construed to limit any Signatory in carrying out its duties to its constituents concerning the health, safety and the welfare of the community.