

# RICHLAND

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JAN 11 1967

WISCONSIN STATE COMMISSION  
FOR HIGHER EDUCATIONAL AIDS

MEMORANDUM OF AGREEMENT  
BETWEEN  
RICHLAND COUNTY  
AND  
THE BOARD OF REGENTS OF STATE COLLEGES

This memorandum of agreement entered into this 1<sup>st</sup> day of December, 1966;  
by and between The Board of Regents of State Colleges, a Wisconsin corporation,  
hereinafter referred to as the Board, and Richland County, hereinafter referred  
to as the County.

WITNESSETH: That, Whereas, the Board and the County deem it mutually  
advantageous to serve the educational needs of the people of the Richland County  
area by maintaining a branch campus of Wisconsin State University-Platteville, and,

WHEREAS, the County owns certain property upon which it will construct new  
buildings, said property being more formally described in Exhibit "A" attached.

WHEREAS, the County will lease to the Board, under separate document, the  
land and facilities thereon described in Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained,  
the Board and the County agree as follows:

First: The County agrees to provide one-half the janitorial costs.

Second: The County agrees to provide heat, light, water, and gas, as  
well as repairs and improvements to the buildings and the surrounding premises.

Third: The Board agrees to maintain, during the term of this agreement,  
a branch campus of Wisconsin State University-Platteville in the aforementioned  
buildings and to provide an adequate instructional and administrative staff.

Fourth: The Board agrees to furnish, at its own expense, all classroom,  
library, laboratory and office equipment and supplies necessary for the operation  
of instructional programs offered in said branch and it is expressly agreed that  
the Board shall permanently retain title to all such equipment and supplies.

Memo Agreement

Fifth: The Board agrees to provide one-half the janitorial costs as hereinafter defined.

Sixth: The Board agrees to provide for payment of telephone service.

Seventh: This agreement shall commence on January 1, 1967, and extend for an indefinite period subject to the following terms and conditions:

1. It being understood and agreed by and between the Board and the County that this agreement shall be automatically terminated as of June 30 of any year if:

a. Appropriations by the Legislature are insufficient to permit the continued operation of the branch campus.

b. State legislation concerning higher education in Wisconsin involves a fundamental change in the branch campus program.

2. Since federal funds will be used for part of the construction and equipping of the facilities, the provisions of Section 404(a) and (b) of the Higher Education Facilities Act of 1963 are hereby incorporated into this agreement (Exhibit "B"). In the event of a termination, the County agrees to repay any payments received by it under said Act and by virtue of the Board's application for such funds if such request is made by the federal government.

Eighth: The Board agrees that it will pay its one-half of janitorial costs which is intended to include the janitorial personnel as deemed necessary and who shall be State employees, all supplies such as cleaning materials, light bulbs, waxes, polishes, mops, and pails, as may be deemed necessary; and one-half of such costs are to be billed and paid quarterly by the Board.

Ninth: It is further understood and agreed by and between the County and the Board that the covenants herein contained shall bind the County and the Board and its successors and assigns subject to State Legislation concerning the organization of higher education in Wisconsin.

Memo Agreement

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

In the Presence of:

Ruth McCallum

Robert H. DeFornia

**THE BOARD OF REGENTS OF STATE COLLEGES**

By: George W. Mumford President

Attest: Eugene A. ... Secretary

In the Presence of:

Ruth F. Collins  
Ruth F. Collins

Marion M. Shaw  
Marion M. Shaw

**RICHLAND COUNTY**

By: Melburn C. Bixby  
County Board Chairman

Attest: Bernard W. Coy  
County Clerk

FIRST PAGE OF LEASE AGREEMENT MISSING OR DEEMED UNNECESSARY  
DESCRIPTION OF PROPERTY REPLACED BY A REGISTERED LAND SUR-  
VEYOR'S AFFIDAVIT.

Exhibit A

(1) Now Therefore, Bit It Agreed, that the term of this lease shall be for a period of Seventy-Five (75) years beginning the 1st day of July, 1967, and ending on the last day of June, 2042, and the rental for said term shall be Seventy-Five (\$75.00) Dollars.

(2) That receipt of the rental is hereby acknowledged by the Lessor.

(3) That the use to which the buildings on the leased premises shall be put is the operation of the Richland County Campus of Wisconsin State University-Platteville

(4) That the Lessee will have an undisturbed use and possession of the facilities for the provision of education for not less than Seventy-Five (75) years from the date of the application, to wit August 31, 1966.

(5) That this lesase shall be non-terminable except for cause and in case of termination for cause this lease shall be turned over to some educational organization which is, itself, exempt from federal income tax under pertinent provisions of the Federal Internal Revenue Code, or in the alternative to the Federal, State or local Government.

In Witness Whereof the said Lessor and Lessee have hereunto set their hands and seals this 1st day of January, 1967.

Witness

Ruth F. Collins  
Ruth F. Collins

Marion M. Shaw  
Marion M. Shaw

Witness

Ruth McCollum

Robert H. DeFord

RICHLAND COUNTY (Seal)

By: Milford C. Keraty  
County Board Chairman

Attest: Bernal W. Coy  
County Clerk

THE BOARD OF REGENTS OF STATE COLLEGES, (Seal)

By: Eugene W. Murphy  
Eugene W. Murphy President

Attest: Eugene R. McPhee  
Eugene R. McPhee Secretary

STATE OF WISCONSIN }  
 COUNTY OF RICHLAND } ss

Herman J. Novelsrud, being first duly sworn, on oath deposes and says that he is a qualified and registered land surveyor in the State of Wisconsin, and that he resides in the City of Richland Center, Richland County, Wisconsin;

That on December 18, 1965, at the request of The Branch Campus Committee of the Board of Supervisors of Richland County, Wisconsin, a Municipal Corporation, he completed a survey of a parcel of land located partly in the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and partly in the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and partly in the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and partly in the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), all being located in Section Seventeen (17), Township Ten (10) North, Range One (1) East, City of Richland Center, Richland County, Wisconsin, said survey being made for the purpose of properly establishing and describing the boundaries of a parcel of land which is described in a warranty deed on condition subsequent dated December 28, 1965, conveying said property from Roland McCauley and Madalene McCauley, his wife, to Richland County, Wisconsin, said warranty deed being recorded December 28, 1965, at 11:40 o'clock, A. M., in Volume 116 of Deeds, page 100-103, in the Register of Deeds' office of Richland County, Wisconsin, said parcel of land being described as follows in said warranty deed;

All that part of the East half (E $\frac{1}{2}$ ) of the East half (E $\frac{1}{2}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Seventeen (17) lying North of Federal Highway Fourteen (14), in Township Ten (10) North, Range One (1) East, Richland County, Wisconsin.

All that part of the Northeast quarter (NE $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of said Section Seventeen (17) lying North of said Federal Highway Fourteen (14), in Township Ten (10) North, Range One (1) East, Richland County, Wisconsin.

The Northwest quarter (NW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17), EXCEPT a piece Four (4) rods square in the Northeast corner thereof; also EXCEPTING THEREFROM, a tract described as follows: Commencing at a point Two hundred Forty-eight (248) feet South and Thirty-three (33) feet West of the Northeast corner of the West half (W $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17), thence South One hundred Ninety (190) feet, thence West One hundred Fifteen (115) feet, thence North One hundred Ninety (190) feet, thence East One hundred Fifteen (115) feet to commencement; Also EXCEPTING THEREFROM, an Easement for a drive-way along the East side of said land, the center line of said drive-way being described as follows: Commencing at a point Sixteen and one-half (16 $\frac{1}{2}$ ) feet West of the Northeast corner of the West half (W $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17), thence South parallel with the East line of said land a distance of Four hundred Thirty-eight (438) feet; all in Township Ten (10) North, Range One (1) East, Richland County, Wisconsin.

All that part of the Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of said Section Seventeen (17), Township Ten (10) North, Range One (1) East, Richland County, Wisconsin, lying North of Federal Highway Fourteen (14).

The Southwest quarter (SW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17), in Township Ten (10) North, Range One (1) East, Richland County, Wisconsin.

EXCEPTING from said Southwest quarter (SW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) and the Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Seventeen, (17), 3 tracts described as follows:

EXCEPTED TRACT 1

Beginning at an iron pipe set at the northeast corner of the Southwest quarter (SW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17); thence run South Two Hundred Twenty-three and five-tenths (223.5) feet to the North line of State Highway fourteen (14); thence run West along the north line of said State Highway Fourteen (14) in a curve to the left, with a radius of Eight Hundred Sixty-four and five-tenths (864.5) feet, a distance of Twenty-one (21) feet and Nine (9) inches; thence run North Eighty-two (82) feet Eight (8) inches; thence run West Sixty-eight (68) feet Three (3) inches; thence run North Two Hundred Twenty-two and five-tenths (222.5) feet to the center of Brush Creek; thence run South Seventy-eight (78) degrees Forty (40) minutes East along the center of said Creek, a distance of Ninety-one (91) feet Nine (9) inches to the East line of the Southwest quarter (SW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of said Section Seventeen (17); thence run South Sixty-three and five-tenths (63.5) feet to the Southeast corner of said Southwest quarter (SW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17) to the point of beginning.

EXCEPTED TRACT 2

Beginning in the North line of State Highway Fourteen (14) at a point Two Hundred Twenty-three and five-tenths (223.5) feet South and Twenty-one (21) feet Nine (9) inches West of the Northeast corner of the said Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Seventeen (17); Thence run Westerly along the North line of said Highway in a curve, with a radius of Eight Hundred Sixty-four and five-tenths (864.5) feet, a distance of One Hundred Fourteen and five-tenths (114.5) feet; Thence run North, six (6) degrees forty (40) minutes East, Three Hundred Twenty-five and five-tenths (325.5) feet to the center of Brush Creek; Thence run South, Seventy-eight (78) degrees Forty (40) minutes East along the center of said Creek, Eight (8) feet and three (3) inches to the Northwest corner of property owned by the American Legion; Thence run South along the West line of said American Legion's Property Two Hundred Twenty-two and five-tenths (222.5) feet; Thence run East Sixty-eight (68) feet three (3) inches along lands owned by said American Legion; Thence run South Eighty-two (82) feet and eight (8) inches to place of beginning.

EXCEPTED TRACT 3

Beginning in the North line of State Highway Fourteen (14) at a point Two Hundred Thirty-four (234) feet and three (3) inches South and One Hundred Thirty-six (136) feet and three (3) inches West of the Northeast corner of the Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Seventeen (17); Thence run Westerly along the North line of said Highway Fourteen (14), in a curve to the Southwest, with a radius of Eight Hundred Sixty-four and five-tenths (864.5) feet, a distance of One Hundred (100) feet; thence run North, Six (6) degrees Forty (40) minutes East, Three Hundred Eighteen (318) feet to the center of Brush Creek; Thence run

One Hundred Seven (107) feet to the Northwest corner of land owned by the American Legion; Thence run South, Six (6) degrees Forty (40) minutes West along the West line of land owned by the said American Legion, Three hundred Twenty-five and five-tenths (325.5) feet to place of beginning.

That said parcel of land has been surveyed by the undersigned, Herman J. Hovelsrud, and that the proper description of said parcel of land is as follows:

Beginning at a point on the East line of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17), Township Ten (10) North, Range One (1) East, City of Richland Center, Richland County, Wisconsin, that is 63.50' North of the Southeast corner of said SW $\frac{1}{4}$ , NE $\frac{1}{4}$ ; thence North 2,655.94' along the East line of the said SW $\frac{1}{4}$ , NE $\frac{1}{4}$ , and of the East line of the NW $\frac{1}{4}$ , NE $\frac{1}{4}$  of said Section Seventeen (17) to a point that is 66.00' South of the Northeast corner of said NW $\frac{1}{4}$ , NE $\frac{1}{4}$ ; thence N89°-32' W, 66.00'; thence North, 66.00' to the North line of said Section 17; thence N 89°-32' W, 1,210.67' along the North line of said Section 17; thence S 80°-35' W, 742.91' to the West line of the East One-half of the East One-half of the Northwest Quarter of said Section 17; thence S 0°-20' W, 2,649.75' along said West line to the Northerly right-of-way limits of United States Highway Fourteen (14); thence S73°-46' E, 1,001.36' along said Northerly right-of-way limit; thence S 77°-02' E, 100.00' along said Northerly right-of-way limit; thence S 81°-39' E, 100.00' along said Northerly right-of-way limit; thence S 87°-11' E, 100.00' along said Northerly right-of-way limit; thence N 87°-34' E, 100.00' along said Northerly right-of-way limit; thence N 88°-32' E, 100.00' along said Northerly right-of-way limit; thence N 83°-46' E, 100.00' along said Northerly right-of-way limit; thence N 81°-07' E, 100.00' along said Northerly right-of-way limit; thence N 82°-13' E, 100.60' along said Northerly right-of-way limit; thence N 6°-40' E, 318.00' to the Centerline of Brush Creek; thence N 75°-00' E, 107.00' along said Centerline; thence S 78°-40' E, 100.00' along said Centerline to the point of beginning;

The above described parcel being located partly in the NW $\frac{1}{4}$ , NE $\frac{1}{4}$  and partly in the SW $\frac{1}{4}$ , NE $\frac{1}{4}$ , and partly in the SE $\frac{1}{4}$ , NW $\frac{1}{4}$ , all in Section Seventeen (17), T. 10 N., R. 1 E., City of Richland Center, Richland County, Wisconsin, excepting therefrom, a tract described as follows: Commencing at a point Two hundred Forty-eight (248) feet South and Thirty-three (33) feet West of the Northeast corner of the West half (W $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17), thence South One Hundred Ninety (190) feet, thence West One hundred Fifteen (115) feet, thence North One hundred Ninety (190) feet, thence East One hundred Fifteen (115) feet to commencement; ALSO EXCEPTING THEREFROM, an Easement for a drive-way along the East side of said land, the center line of said drive-way being described as follows: Commencing at a point Sixteen and one-half (16 $\frac{1}{2}$ ) feet West of the Northeast corner of the West half (W $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17), thence South parallel with the East line of said Eighty a distance of Four hundred Thirty-eight (438) feet; all in Township Ten (10) North, Range One (1) East, Richland County, Wisconsin.

The above described parcel of land contains 134.25 acres.



Accout deposes and states that this affidavit is made for the purpose of establishing a correct and proper description for the above parcel of land.

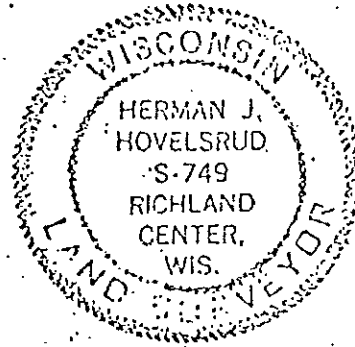
Dated this 22nd day of November, 1966.

Herman J. Hovelsrud  
Herman J. Hovelsrud

In the Presence of:

Raymond Lawton  
Raymond Lawton

Lillian M. Lawrence  
Lillian M. Lawrence



Subscribed and sworn to before me this 22<sup>nd</sup> day of November, 1966.

Lillian M. Lawrence  
Lillian M. Lawrence

Notary Public, Richland County, Wis.  
My Commission expires June 16, 1968.



REGISTER OF DEEDS OFFICE  
Richland County, Wis.

RECEIVED FOR RECORDING  
DAY OF Nov 22, 1966

9:00...  
IN VOL. 25 of Richland County 104-107  
William W. Blackburn

SECURITY

This Instrument Drafted, by:

Herman J. Hovelsrud

HIGHER EDUCATION FACILITIES ACT OF 1963

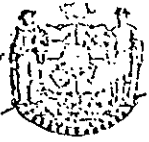
Recovery of Payments  
Exhibit B  
To Memorandum of Agreement

SEC. 404 (a) The Congress hereby finds and declares that, if a facility constructed with the aid of a grant or grants under Title I or II of this Act is used as an academic facility for twenty years following completion of such construction, the public benefit accruing to the United States from such use will equal or exceed in value the amount of such grant or grants. The period of twenty years after completion of such construction shall therefore be deemed to be the period of Federal interest in such facility for the purposes of this Act.

(b) If, within twenty years after completion of construction of an academic facility which has been constructed in part with a grant or grants under Title I or II of this Act --

- (1) the applicant (or his successor in title or possession) ceases or fails to be a public or nonprofit institution, or
- (2) the facility ceases to be used as an academic facility, or the facility is used as a facility excluded from the term "or academic facility" by section 401 (a) (2),

the United States shall be entitled to recover from such applicant (or successor) an amount which bears to the then value of the facility (or so much thereof as constituted an approved project or projects) the same ratio as the amount of such Federal grant or grants bore to the development cost of the facility financed with the aid of such grant or grants. Such value shall be determined by agreement of the parties or by action brought in the United States district court for the district in which such facility is situated.



State of Wisconsin \ BOARD OF REGENTS OF STATE UNIVERSITIES

142 EAST GILMAN STREET (MAIL: P.O. BOX 912)  
MADISON, WISCONSIN 53701

EUGENE R. MC PHEE  
DIRECTOR OF STATE UNIVERSITIES

May 25, 1971

James D. Thompson  
Business Manager  
Barron County Campus  
Stout State University  
Rice Lake, Wisconsin 54868

Dear Mr. Thompson:

In reference to your letter dated May 20, 1971 the attached statutes 37.02(5) and 37.36 are submitted.

As you recall last fall, revision of the agreements were considered. Upon review, however, it was decided by the System Office and concurred by Regent Edgerton that since the Board of Regents will finance totally the contracted services received, there is no need for a new agreement.

In view of the above, I suggest the attached statutes be made an addendum to the old agreement.

Sincerely,

Andrew Kundrat  
WSU Physical Plant Coordinator

AK/cjm

Attachments

*6/3/71*

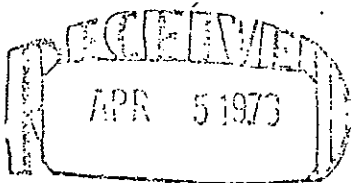
*Temp:*

*Similar letter sent to*

*Remaining Board members*

*Inc. 10/10/71*

*265-110*



Clr System Bus Ofc

*Branch Campus*

WISCONSIN STATE STATUTES - Chapter 37.02(5) and 37.36

37.02(5) - Board of Regents may establish branch campuses offering the first two years of academic work offered in the state colleges in communities approved by the CCHE and not otherwise provided with degree-granting public institutions of higher learning and enter into arrangements with one or more counties or other units of government for the establishment and maintenance of the necessary physical facilities in connection therewith.

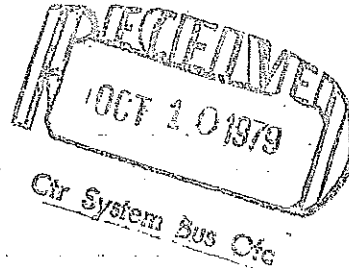
37.36 - Municipal Agreements. The board of regents may enter into agreements with any municipality, town, county or corporation established under s. 66.30 (2m) for the furnishing of maintenance services, utility services including heat, and supplies at any campus in the state. Beginning July 1, 1970, such agreements, whether entered into under this section or any other provision of law, shall be wholly financed at the expense of the board of regents and shall not include any provision for furnishing, at less than reasonable cost, services or supplies by the concerned municipality, town, county or corporation established under s.66.30 (2m).

# The University of Wisconsin System

File - Richland  
COUNTY / W  
UW  
SYSTEM  
COUNTY  
MOT

VICE PRESIDENT FOR GENERAL SERVICES / 1762 Van Hise Hall / Madison, Wisconsin 53706

October 10, 1979




Chancellor Edward Fort  
UW Center System  
602 State Street  
Madison, Wisconsin 53703

Dear Chancellor Fort:

At its October 5, 1979 meeting, the Board of Regents of the University of Wisconsin System approved the release of a portion of the UW Center--Richland campus back to the county, for sale to the Wisconsin Department of Transportation.

A copy of the fully executed release agreement is enclosed for your records. A copy has been placed in the official Regent files and copies are also being sent to the designated staff below.

Sincerely yours,

  
ROBERT W. WINTER, JR.  
Vice President for General Services

RWW:MA

cc: Dean Gray (original)  
Mr. Kucera (copy)  
Mr. Anderson (copy)

PARTIAL RELEASE OF LEASE

Whereas on the 1st day of January, 1967, a lease agreement was executed between Richland County, as lessor, and The Board of Regents of State Colleges, as lessee, said lease covering approximately 135 acres of land which presently is used for the UW Center-Richland Campus; and, whereas the lessor has requested that the undersigned successor lessee (the successor corporation to the original lessee pursuant to Chapter 100, Laws of 1971) release a portion of the presently leased area for conveyance by Richland County for the improvement of U.S. Highway 14,

Now, therefore, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, the Board of Regents of the University of Wisconsin System hereby releases the following portion of said leased property, to-wit:

A parcel of land in T 10 N, R 1 E. Section 17, in the NW $\frac{1}{4}$ -SE $\frac{1}{4}$  and the NE $\frac{1}{4}$ -SW $\frac{1}{4}$ .

Said parcel includes all that land of the owner contained within the following described traverse.

Commencing at a point located 327.49 feet S 0<sup>o</sup>-00'-00"E. of the northeast corner of the NW $\frac{1}{4}$ -SE $\frac{1}{4}$  of said Section 17, being the point of a curve concave to the south and having a radius of 2446.48 feet, from said point the radius bears S 0<sup>o</sup>-28'-33"W., thence westerly along said curve 322.97 feet to a point herein-after referred to as Point "A", thence S 6<sup>o</sup>-47'-58"E. 100 feet to the point of beginning; thence S 83<sup>o</sup>-12'-02"W. 173.76 feet to a point; thence N 60<sup>o</sup>-20'-17"W., 92.58 feet to the point of a curve concave to the north having a radius of 1195.42 feet (from said point the long chord bears N 85<sup>o</sup>-51'40"W., 500.87 feet), thence westerly along the arc of said curve 504.62 feet to a point, thence N 74<sup>o</sup>-14'-43"W. 395.22 feet to a point; thence N 16<sup>o</sup>-07'-20"E. 99 feet to a point, thence S 85<sup>o</sup>-27'-46"E. 102.08 feet to a point; thence S 73<sup>o</sup>-52'-40"E. 244.41 feet to the point of a curve concave to the north and having a radius of 1362.39 feet (from said point the long chord bears S 85<sup>o</sup>-20'-19"E. 541.41 feet), thence easterly along the arc of said curve 545.04 feet to a point; thence S 81<sup>o</sup>-00'47"E. 85.78 feet to a point; thence N 73<sup>o</sup>-22'-04"E., 187.55 feet to the point of a curve concave to the south and having a radius of 851.51 feet (from said point the long chord bears N 82<sup>o</sup>-21'-47"E. 278.09 feet), thence easterly along the arc of said curve 279.34 feet to the point of a curve concave to the south and having a radius of 851.51 feet (from said point the long chord bears S 84<sup>o</sup>-56'-11"E. 98.10 feet), thence easterly along the arc of said curve 98.15 feet to a point; thence S 81<sup>o</sup>-38'-05"E. 432.44 feet to the point of a curve concave to the south and having a radius of 851.51 feet, (from said point the long chord bears S 71<sup>o</sup>-08'-05"E. 310.35 feet), thence easterly along the arc of said curve 312.10 feet to a point; thence S 60<sup>o</sup>-38'-05"E. 213.10 feet to the point of a curve concave to the north and having a radius of 851.51 feet (from said point the long chord bears S 66<sup>o</sup>-56'-44"E. 172.69 feet), thence easterly along the arc of said curve 173.04 feet to a point; thence S 17<sup>o</sup>-48'-12"W. 66 feet to a point, thence

N 81°-30'-14"W. 302.34 feet to the point of a curve concave to the south and having a radius of 2446.48 feet (from said point the long chord bears N 83°-02'-14"W. 1164.01 feet); thence westerly along the arc of said curve 1175.28 feet to the point of beginning.

Said parcel contains 0.43 acres more or less, exclusive of all land previously acquired or now used for highway purposes.

Also, a limited highway easement for the right to construct, cut or fill slopes, including for such purpose the right to operate necessary equipment thereon, the right of ingress and egress as long as required for such public purpose including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil.

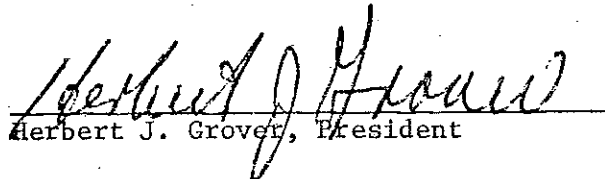
This easement is to terminate on the day the highway is opened to the traveling public.

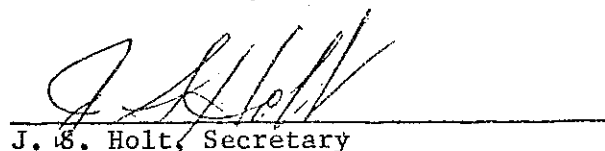
But without prejudice to the owner's right to take or construct improvements on said lands, or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way.

In and to the following tract of land in Richland County, Wisconsin, described as: A parcel of land in T 10 N, R 1 E, Section 17 in the NW $\frac{1}{4}$ -SE $\frac{1}{4}$  being 120 feet in width lying north of the following described reference line commencing at the aforementioned Point "A"; thence S 83°-12'-02"W. 210.62 feet to the point of a curve to the right, said curve having a radius of 1437.39 feet.

Said point also being the point of beginning thence along said curve 117.45 feet.

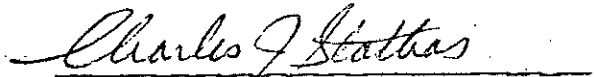
In Witness Whereof, the Board of Regents of the University of Wisconsin System has caused these presents to be signed by Herbert J. Grover, its President, and J. S. Holt, its Secretary, at Madison, Wisconsin, and its corporate seal to be hereunto affixed this 10<sup>TH</sup> day of October, 1979.

  
Herbert J. Grover, President

  
J. S. Holt, Secretary

State of Wisconsin )  
Dane County ) ss.

Personally came before me, this 10<sup>TH</sup> day of October, 1979, Herbert J. Grover, President, and J. S. Holt, Secretary, of the above named Corporation, to me known to be such officers of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

  
Charles J. Stathas  
Notary Public, State of Wisconsin  
Permanent Commission

This Instrument Was Drafted by Attorney C. J. Stathas



Resolution:

That, upon the recommendation of the UW-Superior Chancellor and the President of the University of Wisconsin System, authorization be granted to transfer ownership of the street right-of-way and improvements known as East Boundary Avenue (approximately 3.56 acres) to the City of Superior. In consideration for the proposed transfer, the City of Superior would revert to the University the City's interest in Haugsrud Memorial Stadium. An exact legal description of the property involved will be on file with the Secretary of the Board of Regents.

July 10, 1986

Revision of Leased Property Rights, UW-Center-Richland.

Agenda Item I.3.H. requested authority for the officers of the Board to execute a release of a portion of the land presently leased by the State as the site of the University of Wisconsin Center-Richland.

The Richland County Board and the Richland Center City Council have agreed to accept a gift of \$1 million from Mr. and Mrs. John Symons through payments to Richland County of \$100,000 per year for 10 years. This will reimburse the county for the construction costs associated with building an indoor swimming pool and recreational facility and a 50 car parking area in Richland Center. The campus of the UWC-Richland has been identified as the ideal site by the city and the county since the property is already owned by Richland County. Proximity to the Center is also expected to enhance its appeal to future students and to the existing faculty and staff. All costs of construction, operation, utilities and maintenance will be borne by Richland County and the City of Richland Center. Following reversion of the 1.869 acres to Richland County, construction of the facility will commence in August 1986 with completion anticipated by February 1987.

Dean Thomas Oates was present and introduced several guests, including John Symons, the donor; Merlin Merrie, Chairman of the Richland County Board; and Ray Lawton, Clerk of the City of Richland Center.

Regent Gerrard directed several questions to Mr. Symon regarding the reasons for his generosity toward a Center located in an area of which neither he nor his wife were natives. He commended the Symons but expressed his concern that, by accepting a gift of this nature the Board was, in fact, making a commitment to the City and County which it might not be able to keep over the long term. Noting that there is at present a Study Group on the System which has stated that increased emphasis will be placed on the Centers as a resource, "another will come along. I think that what he is doing is tremendous but I point out that this is not the same as in other locations where the state owns all the land. By accepting this gentleman's money, we are enlarging our commitment to fund these two-year campuses. We will then live by the commitment."

Regent Clusen asked why he felt this represented a long-term commitment to the future of the Center when, in fact, the pool would belong to the city and county and be available for use by these residents, regardless of what happens to the Center. Regent Gerrard responded that, from his perspective, it was important to realize that when taking actions such as this, one ultimately is doing something which makes other changes more difficult.

In Regent Heckrodt's view, releasing the land to allow acceptance of this gift was not inconsistent with the Study Group's preliminary recommendations to increase emphasis on the Centers and on efforts to keep students there for longer periods of time.

At the conclusion of discussion, the committee unanimously adopted, Resolution I.3.H., which was moved by Regent Gerrard and seconded by Regent Clusen:

**Resolution:**

That, upon the recommendation of the Acting Executive Dean of the UW Centers and the President of the University of Wisconsin System, authority be granted for the President or Vice President and Secretary or Assistant Secretary of the Board of Regents to execute a release of 1.869 acres of land presently leased from the County of Richland to allow its use by the County of Richland as a site for a city/county owned indoor swimming pool and recreational facility which is being provided as a gift from a private donor. The release shall provide that the construction plans for this site must be approved by the Education Committee of the Richland County Board of Supervisors to assure that any construction is compatible with existing buildings and development of the UW Center-Richland. The release shall also provide that there will be no liability to the University of Wisconsin System for the equipping, operating, maintaining or functioning of the facility. This parcel is described as follows:

All that part of the Southeast One-quarter of the Northwest One-quarter, and that part of the Southwest One-quarter of the Northeast One-quarter of Section 17, Township 10 North, Range 1 East, City of Richland Center, Richland County, Wisconsin, bounded and described as follows:

Commencing at the North One-quarter Corner of Section 17; thence South, along the West Line of the Northeast One-quarter of Section 17, 2021.40 feet to a point having an Architect's grid reference of (0+0 N, 9+80.58W), said point also being the place of beginning of the parcel hereinafter described; thence S-68°-18'-00"-E, along the 0+0 N. grid line, 304.58 feet; thence S-21°-42'-00"-W, 130.00 feet; thence N-68°-18'-00"-W, 199.00 feet; thence S-21°-42'-00"-W, 10.00 feet; thence N-68°-18'-00"-W, 25.00 feet; thence S-21°-42'-00"-W, 289.00 feet; thence S-68°-18'-00"-E, 25.00 feet; thence S-21°-42'-00"-W, 35.00 feet; thence N-68°-18'-00"-W, 40.00 feet; thence S-21°-42'-00"-W, 25.00 feet; thence N-68°-18'-00"-W, 25.00 feet; thence N-21°-42'-00"-E, 289.00 feet; thence N-68°-18'-00"-W, 40.00 feet; thence N-21°-42'-00"-E, 50.00 feet; thence N-68°-18'-00"-W, 160.00 feet; thence N-21°-42'-00"-E, 150.00 feet to a point on said 0+0 grid line; thence S-68°-18'-00"-E, along said grid line, 159.42 feet to the place of beginning, containing 1.869 acres of land.

The additional space will be used to accommodate increased patient volume in the UW Hospital and Clinic's Sports Medicine and Fitness Center. This lease amendment covers a period beginning August 1, 1986 through January 31, 1989 at a monthly cost of \$2,496.00 (\$8.75 per sq. ft.) for the period from August 1, 1986 through January 31, 1987, and at an annual cost of \$30,850.00 (\$9.01 per sq. ft.) and \$31,775.00 (9.28 per sq. ft.) for each subsequent year. The lease amendment includes \$64,600.00 for remodeling by the Lessor with payment to be made from University Hospital and Clinic's operating fund. The amendment also provides for a transfer of responsibility for janitorial services to the Lessor. Rental payment will be provided by University Hospital and Clinic's operating funds.

5. Upon motion by Regent Nikolay, seconded by Regent Saunders, the following resolution was adopted unanimously:

Resolution 3607: That, upon the recommendation of the UW-Madison Chancellor and the President of the University of Wisconsin System, a request be submitted to the State Building Commission for funding a Special Assessment for Local Improvements in the amount of \$53,035 for a street improvement project adjacent to the Arboretum. The assessment is to be paid from the State of Wisconsin General Fund, per section 66.60(4), Wisconsin Statutes.

6. Regent Nikolay moved and Regent Heckrodt seconded Resolutions 3608 and 3609, which were adopted unanimously:

Resolution 3608: That, upon the recommendation of the UW-Oshkosh Chancellor and the President of the University of Wisconsin System, approval be granted to purchase a 1.92 acre parcel at UW-Oshkosh having 175 paved parking spaces and a storage building, at a cost of \$120,000 from Program Revenues.

Resolution 3609: That, upon the recommendation of the UW-Superior Chancellor and the President of the University of Wisconsin System, authorization be granted to transfer ownership of the street right-of-way and improvements known as East Boundary Avenue (approximately 3.56 acres) to the City of Superior. In consideration for the proposed transfer, the City of Superior would revert to the University the City's interest in Haugsrud Memorial Stadium. An exact legal description of the property involved will be on file with the Secretary of the Board of Regents.

7. Regent Nikolay moved and Regent Saunders seconded the following resolution which was adopted unanimously:

Resolution 3610: That, upon the recommendation of the Acting Executive Dean of the UW Centers and the President of the University of Wisconsin System, authority be granted for the President or Vice President and Secretary or Assistant Secretary of the Board of Regents to execute a release of 1.869 acres of land presently leased from the County of Richland to allow its use by the County of Richland as a site for a city/county owned indoor swimming pool and recreational facility which is being provided as a gift from a private donor. The release shall provide that the construction plans for this site must be approved by the Education Committee of the Richland County Board of Supervisors to assure that any construction is compatible with existing buildings and development of the UW Center-Richland. The release shall also provide that there will be no liability to the University of Wisconsin System for the equipping, operating, maintaining or functioning of the facility. This parcel is described as follows:

All that part of the Southeast One-quarter of the Northwest One-quarter, and that part of the Southwest One-quarter of the Northeast One-quarter of Section 17, Township 10 North, Range 1 East, City of Richland Center, Richland County, Wisconsin, bounded and described as follows:

Commencing at the North One-quarter Corner of Section 17; thence South, along the West Line of the Northeast One-quarter of Section 17, 2021.40 feet to a point having an Architect's grid reference of (0+0 N, 9+80.58W), said point also being the place of beginning of the parcel hereinafter described; thence S-68°-18'-00"-E, along the 0+0 N. grid line, 304.58 feet; thence S-21°-42'-00"-W, 130.00 feet; thence N-68°-18'-00"-W, 199.00 feet; thence S-21°-42'-00"-W, 10.00 feet; thence N-68°-18'-00"-W, 25.00 feet; thence S-21°-42'-00"-W, 289.00 feet; thence S-68°-18'-00"-E, 25.00 feet; thence S-21°-42'-00"-W, 35.00 feet; thence N-68°-18'-00"-W, 40.00 feet; thence S-21°-42'-00"-W, 25.00 feet; thence N-68°-18'-00"-W, 25.00 feet; thence N-21°-42'-00"-E, 289.00 feet; thence N-68°-18'-00"-W, 40.00 feet; thence N-21°-42'-00"-E, 50.00 feet; thence N-68°-18'-00"-W, 160.00 feet; thence N-21°-42'-00"-E, 150.00 feet to a point on said 0+0 grid line; thence S-68°-18'-00"-E, along said grid line, 159.42 feet to the place of beginning, containing 1.869 acres of land.