

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4599

Authorizing the execution of a third amendment to the lease with Villager Sports Town Corporation for retail space at the Village on Park.

Presented April 11, 2024

Referred \_\_\_\_\_

Reported Back \_\_\_\_\_

Adopted \_\_\_\_\_

Placed on File \_\_\_\_\_

Moved By \_\_\_\_\_

Seconded By \_\_\_\_\_

Yeas \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

Rules Suspended \_\_\_\_\_

Legistar File Number \_\_\_\_\_

RESOLUTION

WHEREAS, the Community Development Authority of the City of Madison (the "Landlord") is the owner of certain real property located at 2300 South Park Street, Madison, Wisconsin (the "Property"); and

WHEREAS, the Property is improved with a commercial building known as The Village on Park (the "Building"); and

WHEREAS, Villager Sports Town Corporation, a Wisconsin corporation d/b/a Uncle Joe's Shoes and Sportswear (the "Tenant"), and the Landlord currently are parties to a lease for space in the Building recorded with the Dane County Register of Deeds as document No. 5053596 on February 12, 2014, which was amended on December 13, 2018 and September 18, 2020 as document Nos. 5469912 and 5639990, respectively (collectively the "Lease"); and

WHEREAS, the Lease is set to expire on May 31, 2024; and

WHEREAS, the parties agree extend the current Lease Term by five (5) years until May 31, 2029.

NOW THEREFORE BE IT RESOLVED that the Community Development Authority of the City of Madison hereby authorizes the execution of a third amendment to the Lease (the "Third Amendment") with the Tenant for materially, though not exclusively, per the following terms and conditions on a form approved by the City Attorney:

1. Section 1.2 of the Lease is amended to provide that the Lease Term shall be extended by five (5) years, starting on June 1, 2024 and ending on May 31, 2029 (the "Five Year Extension").
2. Section 1.3 of the Lease is amended to add the following:

Section 1.3. RENEWAL OPTIONS. Tenant shall have three (3) options (each an "Renewal Option") to extend the term of this Lease with respect to all of the Premises for consecutive periods of one (1) years each (referred to individually as "Renewal Term 1," "Renewal Term

2", "Renewal Term 3" or "Renewal Term", and collectively referred to as the "Renewal Terms"), provided that Landlord receives written notice from Tenant of its election to exercise the applicable Renewal Option no later than the date that is ninety (90) days prior to the expiration date of the Lease Term or any exercised Renewal Terms. The Five Year Extension and exercised Renewal Term (if applicable) collectively is defined as the "Lease Term". In addition, Landlord shall have the right to declare Tenant's exercise of a Renewal Option null and void if Tenant is in default under the Lease on the date Tenant exercises such Renewal Option or at any time thereafter until the commencement of the applicable Renewal Term for which the Renewal Option was exercised, as further described below in the Section 3.1 Base Rent section.

3. The Section 3.1.a. of the Lease is revised and restated as follows:

Section 3.1. BASE RENT.

- (a) Base Rent. Tenant shall, beginning June 1, 2024, pay \$6,777 each month during the first fiscal year of the Five Year Extension, to Landlord, at such place as Landlord may from time to time in writing designate, payable in advance on the first day of each calendar month, without any setoff, counterclaim or deduction whatsoever or any prior demand. The Base Rent table is amended to include the Five Year Extension term Monthly Base Rent as follows:

Five Year Extension	Fiscal Year	Annual Base Rent	Monthly Base Rent	Annual Base Rental Rate Per Rentable Square Foot
Year 1	6.1.2024-5.31.2025	\$81,324	\$6,777	\$20.08
Year 2	6.1.2025-5.31.2026	\$83,760	\$6,980	\$20.68
Year 3	6.1.2026-5.31.2027	\$86,280	\$7,190	\$21.30
Year 4	6.1.2027-5.31.2028	\$88,860	\$7,405	\$21.94
Year 5	6.1.2028-5.31.2029	\$91,536	\$7,628	\$22.60
Renewal Option Terms				
Renewal Term 1	6.1.2029-5.31.2030	\$94,284	\$7,857	\$23.28
Renewal Term 2	6.1.2030-5.31.2031	\$97,116	\$8,093	\$23.98
Renewal Term 3	6.1.2031-5.31.2032	\$100,020	\$8,335	\$24.70

- (b) Intentionally omitted.

4. Section 13.28 of the Lease is amended to delete the reference to the "Second Amendment" therein and replaced with "Third Amendment" in this section.
5. Exhibit C-Rules and Regulations will be amended and restated with the updated version at the Property.
6. All other terms and conditions of the Lease shall remain in full force and effect.

BE IT FURTHER RESOLVED that the Chair and Secretary of the CDA are hereby authorized to execute, deliver and record the Third Amendment to the Lease, and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution.