

## ATTACHMENT - LEASE

This Lease is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between **Olin Avenue LLC**, a Wisconsin limited liability company (“Lessor”), and the **City of Madison**, a Wisconsin municipal corporation (“City”; together, Lessor and City shall be called the “Parties”).

### WITNESSETH:

WHEREAS, the Lessor owns the commercial building known as Unit 1 (“Building”) of Wingra Office Park Condominium (“Condominium”), located on the real property at 122 E. Olin Avenue, City of Madison, Dane County, Wisconsin (“Property”), with said Unit 1 legally described on the attached Exhibit A and depicted on attached Exhibit B; and

WHEREAS, the City desires to lease from the Lessor, Suite 105 within the Building, consisting of approximately 1,694 gross leasable square feet, as depicted on the attached Exhibit C (“Leased Premises”).

NOW, THEREFORE, the Lessor and the City (together, the “Parties”) mutually agree as follows:

1. Leased Premises. The Lessor hereby leases the Leased Premises to the City, together with the Leased Premises’ undivided interest in the “Common Elements” and the exclusive use of the “Limited Common Elements” appurtenant to the Leased Premises, as those terms are defined below in Paragraph 13.
2. Term. The initial term of the Lease shall commence on the date upon which the Lease is fully executed by both Parties (“Effective Date”), and expire ten (10) years after the Delivery Date, defined in Paragraph 8 (“Initial Term”).
3. Rent.
  - a. The City shall pay to the Lessor monthly rent for the Leased Premises in the amount specified in the rent table in Subparagraph 3.b. (“Rent”). This is a gross Rent whereby the Lessor is responsible for all costs at the Building and Property, as further detailed in this Lease. Lease Year 1 shall commence on the Delivery Date.

b.

RENT TABLE	
Initial Term	Monthly Rent
Lease Year 1	\$ 2,611.58
Lease Year 2	\$ 2,689.93

RETURN TO: City of Madison  
Economic Development Division  
Office of Real Estate Services  
P.O. Box 2983  
Madison, WI 53701-2983

Tax Parcel No.: 251-0709-252-0805-5

Lease Year 3	\$ 2,770.63
Lease Year 4	\$ 2,853.74
Lease Year 5	\$ 2,939.36
Lease Year 6	\$ 3,027.54
Lease Year 7	\$ 3,118.36
Lease Year 8	\$ 3,211.91
Lease Year 9	\$ 3,308.27
Lease Year 10	\$ 3,407.52

- c. Rent shall be payable in equal monthly installments on the first day of each calendar month. If the City occupies the Leased Premises for a partial month, Rent shall be prorated based on the total days for that month. All payments are to be made payable to the Lessor and sent or personally delivered to the Lessor.
4. Option to Renew. If, at the end of the Initial Term the City is not in default under the terms and conditions of the Lease, then the City shall have one (1) option to extend the Lease for an additional term of five (5) years (“Renewal Term”), under the same terms and conditions provided in the Initial Term of the Lease. Annual rent during each year of the Renewal Term shall increase by 3.0%, compounded annually. If the City desires to renew the Lease, the City must give notice in writing to the Lessor a minimum of fifteen (15) months prior to the expiration of the Initial Term by sending a written notice to the Lessor. The Lessor shall approve or deny the renewal request no later than one (1) year prior to the expiration of the Initial Term. Notwithstanding, either of the Parties shall have the right to terminate the Lease during the Renewal Term by providing one (1) year written notice to the other party. All notices under this paragraph shall be given as specified in Paragraph 23.
5. Use. The City will occupy and use the Leased Premises for the operation of its employee assistance program and all activities related thereto, and for no other purposes without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, delayed or conditioned. The City shall have the right to access the Leased Premises twenty-four (24) hours per day, seven (7) days per week.
6. No Redevelopment of the Property. Lessor acknowledges that the Lessor, together with its affiliated entities, owns a majority of the units within the Condominium. Lessor warrants and represents that during the Initial Term of this Lease it will not act to dissolve the Condominium or redevelop the Building in which the Leased Premises is located. The provisions of this Paragraph 6 shall apply to the Lessor and its successors and assigns.
7. Lessor Improvement Work. Upon the execution of this Lease by the Parties, the Lessor shall make the modifications, improvements, and replacements shown in Exhibit D, at the Lessor’s sole cost (“Lessor Work”), in a professional manner, and to the reasonable satisfaction of the City. The Lessor Work must be completed within one hundred twenty (120) days of the Effective Date. Lessor and City shall coordinate the Lessor Work and “City IT Work”, defined in Paragraph 10, so all work is coordinated and completed as efficiently as possible.
8. Delivery of Leased Premises and Keys. Upon the completion of the Lessor Work, the Lessor shall provide the Leased Premises to the City in a thoroughly clean and orderly condition. Lessor

will provide the City, free of charge, five (5) key sets including keys the Building front and side doors, as well as keys for the Leased Premises. The date the Leased Premises and keys are turned over to the City shall be called the “Delivery Date”.

9. City Improvements. The City may install, at its cost, any improvements and equipment within the Leased Premises as City deems necessary to conduct the City’s use during the Term of the Lease. These improvements and equipment may require the installation of conduit in the Common Areas or Building’s roof to operate. Without limiting the foregoing, the City acknowledges that Lessor shall have the right to review City’s construction activities to ensure quality control and compliance with any approved plans and specifications.
10. City IT Work. The City shall be permitted to perform on the Property, in the Common Areas of the Building and in the Leased Premises at its cost, work to connect the Leased Premises to the City network. This work includes but is not limited to the following: (i) connection to the City network which could include trenching and boring on the property along with a pathway into the Building and related hardware and equipment; (ii) installing structured cabling and physical access control in the Leased Premises; and (iii) installing interior cabling and equipment, and a “Technology Closet”, depicted on Exhibit C, to house network equipment with appropriate cooling and power supplies (i, ii, and iii collectively are the “City IT Work”).

Prior to starting the City IT Work, the City shall coordinate its work in cooperation with the Lessor Work. The City and/or its contractors will coordinate their schedule with the Lessor and inform Lessor in advance if there will be any estimated “Unreasonable Loud Noise” as a result of the City IT Work. Lessor will then inform its current tenants of the City IT Work schedule and any estimated time range periods whereby there may be any Unreasonable Loud Noise. City will limit noise as much as possible, but is permitted to complete such work during standard weekday business hours.

11. Real Estate Taxes and Assessments. The Lessor shall pay in a timely manner all real estate taxes and assessments, both general and special, which may be levied or assessed by the lawful taxing authorities against the Property. City shall be responsible for taxes assessed against City’s personal property or leasehold improvements.
12. Utilities. The Lessor shall be solely responsible for, and promptly pay all charges for water, gas, heating, cooling, electricity, sewer, trash and recycling service, and any other utility used upon or furnished to the Leased Premises. The City shall pay for the installation, use and maintenance of all data, computer and telephone services and any other specialized equipment in the Leased Premises. The City shall have the right to control the heating and cooling settings in the Leased Premises per the standards in Exhibit E, subject to Lessor verification.
13. Common Elements and Limited Common Elements. The Lessor grants to the City and the City’s employees, agents, customers, invitees, vendors, licensees, and contractors the right to use, in common with all others to whom the Lessor has or may hereafter grant rights to use the same, the “Common Areas” located on the Property and within the Building. The term “Common Areas” shall mean the parking lot area, sidewalks, driveways, grounds, hallways, bathrooms, break room, conference room; ceiling areas in hallways, and other areas or improvements provided by the Lessor for the common use of the occupants of the Property at no charge to the City.

The Lessor shall be responsible for snow removal, ice removal, cleaning, landscaping, managing, securing, lighting, insuring, maintaining, repairing and replacing any improvements in or serving the Common Areas at its cost. In addition, Lessor shall pay for all lighting, utility and sewer, storm, urban forestry and water charges serving the Common Areas.

14. Assignment or Subletting. The City shall not assign, mortgage, pledge, sell, or in any manner transfer the Lease or any estate or interest hereunder and shall not sublet the Leased Premises or any part or parts thereof, without the prior written approval of the Lessor. The City may assign the Lease or sublet the Leased Premises to another governmental agency or entity or to another similar service agency subject to the prior written consent of the Lessor, which consent shall not be unreasonably withheld, delayed or conditioned.
15. Lessor's Responsibilities. The Lessor at its cost shall at all times keep, including any required inspections, the following in or serving the Leased Premises and the Building, which includes but is not limited to the: foundations; roof, gutters and heat tape; interior and exterior lighting; electrical, plumbing and sewer systems and plumbing fixtures; fire protection system and monitoring; fire alarm system and devices and monitoring; all utility lines, appurtenances, meters and meter boxes; water softener; water heater; concrete floors; structural portions of the walls; exterior and interior walls; window frames and glass; exterior and interior doors, door locks, door closers, and door operating devices; floor coverings; exterior door and frame; and all other structural members, both interior and exterior; the heating venting and air conditioning units/systems, controls, ventilating equipment; and exterior painting of Building, in good order, condition and repair, and shall make any repairs/replacements thereto. The term "repairs" shall include replacements or renewals when necessary and all such "repairs" shall be equal in quality and class to the original work. Notwithstanding the foregoing, the City shall be responsible for the cost and expenses of repairs/replacements required by reason of negligent acts or omissions of the City or the City's employees. The Lessor shall comply with the City's maintenance, repair and replacement standards, which are attached as Exhibit E.

The City shall give the Lessor written notice of the necessity for maintenance, repairs, or replacements coming to the attention of the City, following which the Lessor shall commence such maintenance/repairs or replacements within a commercially reasonable time. If the Lessor does not complete maintenance/repairs or replacements within a commercially reasonable time following receipt of the City's notice, then the City shall have the right to complete the needed maintenance/repairs and shall be entitled to reimbursement by Lessor for reasonable out of pocket costs actually incurred. If maintenance/repairs by their nature take more than seven (7) days, then the Lessor shall have a reasonable time to complete the maintenance/repairs if written notice of such delay is given to the City within the seven (7) day to maintenance/repair timeframe.

If the replacement by its nature takes more than sixty (60) days to complete, then the Lessor shall have a reasonable time to complete the replacement if written notice of such delay is given to the City. The option to cure a default herein is intended for the City's protection and its existence shall not release the Lessor from the obligation to perform the terms and covenants herein provided to be performed by the Lessor or deprive the City of any legal rights which may arise by reason of any default.

If the Leased Premises is not able to be occupied after seventy-two (72) hours from the City's notice, then the City may deduct the Rent for the period thereafter until the space is habitable by the City.

- a. Lessor shall provide the City with twenty-four (24) hours advanced written notice for any non-emergency maintenance, repair or other work that is to be completed within the Leased Premises.
  - b. Lessor shall use commercially reasonable efforts in performing any maintenance, making any repairs, alterations, improvements to the Leased Premises, Common Areas or the Building to keep the disruption of City's business to a minimum.
16. City's Responsibilities.
- a. The City shall pay for the installation, use and maintenance of all data, computer and telephone services and any other specialized equipment in the Leased Premises.
  - b. The City shall contract and pay for any janitorial services it desires to serve the Lease Premises.
  - c. Except as may be covered by the Lessor's insurance policy for the Property, the City shall keep and maintain the interior of the Leased Premises in good order and condition and shall do such periodic maintenance of the Leased Premises, including such periodic painting, touch-up painting, lightbulb and ballast replacement, and decorating and cleaning of the interior of the Leased Premises as may be required. The City will not be responsible for any repairs caused by other tenants of the Property or related to negligence or damage by the Lessor, its employees, agents, contractors or other tenants of the Property.
  - d. City shall, at City's sole cost and expense, keep and maintain the Leased Premises in good order, condition, and repair, reasonable wear and tear and damage by casualty excepted. City's obligations shall include, without limitation, maintenance and repair of its equipment and personal property.
17. Indemnification. The Lessor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Lessor and/or its officials, officers, agents, employees, assigns, guests, invitees, lessees or subcontractors, in the performance of the Lease, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, and employees. This paragraph shall survive the expiration or termination of the Lease.
18. Insurance by Lessor. The Lessor shall maintain throughout the Term of the Lease the following insurance coverages: A policy of comprehensive fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by the Lessor insuring the Property, including the Leased Premises and all appurtenances thereto (excluding the City's inventory, trade fixtures, furniture, furnishings, equipment and personal property) for the full insurable replacement value thereof, with such a deductible not to exceed \$10,000 and a waiver of

subrogation in favor of the City. The City shall be solely responsible for carrying personal property insurance sufficient to cover the loss or damage to the City's personal property.

Additionally, the Lessor shall carry commercial general liability insurance, including but not limited to, bodily injury, death, property damage and personal injury products covering as insured the Lessor and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum limit of \$1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis.

The above-required insurance shall provide the City with thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the Term of the Lease and is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII. As evidence of this insurance coverage, the Lessor shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by City's Risk Manager, the Lessor shall provide copies of additional insured endorsements or policy. If the coverage required above expires while the Lease is in effect, the Lessor shall provide a renewal certificate to the City for approval ten (10) business days before the expiration of the policy.

19. Termination.

- a. Should the City be in default under the terms of the Lease, the City shall have thirty (30) days in which to cure the same after written notice by the Lessor to the City of such default. In the event the City fails to cure such default within thirty (30) days after said notice, the Lease shall, at the Lessor's written election, terminate. Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty (30) days, then the City shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the City immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.
- b. Should the Lessor be in default under the terms of the Lease, the Lessor shall have thirty (30) days in which to cure the same after written notice by the City to the Lessor of such default. In the event the Lessor fails to cure such default within thirty (30) days after said notice, the Lease shall, at the City's written election, terminate. Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty (30) days, then the Lessor shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Lessor immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.
- c. In the event of any default under the terms of the Lease by either party, and in lieu of terminating the Lease as herein provided, the Lessor or the City may immediately or at any time thereafter, after having given the other party the requisite written notice to correct the same and the time for such correction having elapsed (or without notice in

case of an emergency or a hazardous condition or in case any fine, penalty, interest or cost may otherwise be imposed or incurred), cure such breach for the account and at the expense of the other party. If the Lessor or the City at any time, by reason of such default, is compelled to or elects to correct such default, the reasonable sum paid or incurred by such party to correct such default shall, if paid or incurred by the Lessor, be deemed to be additional rent hereunder and shall be due to the Lessor on the first day of the month following payment of such respective sum, and, if paid or incurred by the City, shall be deducted from the City's next payment(s) of Rent. The option herein given to the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the terms and covenants herein provided to be performed by the respective parties or deprive either party of any legal rights, which may arise by reason of any default.

- d. The Lease may be terminated by mutual written consent of the Lessor and the City.
20. Rights Upon Expiration or Termination. Upon the expiration or termination of this Lease for any cause outlined in Paragraph 19, the City's rights in the Leased Premises shall cease, and the City shall immediately surrender the Leased Premises, subject to the provisions of Paragraph 21.
21. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease, the City shall remove all personal property from the Leased Premises. If the City leaves any personal property in the Leased Premises, the Lessor shall have the right to dispose of said property, without liability, thirty (30) days after the City surrenders the Leased Premises.
22. Hold Over. In the event the City shall continue to occupy or use the Leased Premises after the expiration of the Lease or any extension thereof, Lessor may elect to deem such holding over a tenancy from month to month, upon the same terms and conditions as herein provided except that Rent equal to 150% of the monthly amount of Rent payable prior to the expiration, and shall be paid monthly in advance, and in no event shall the tenancy be deemed to be year to year.
23. Notices. All notices to be given under the terms of this Lease shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the Parties specified below. If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Lease.

For the City: Office of Real Estate Services  
Economic Development Division - City of Madison  
P. O. Box 2983  
215 Martin Luther King, Jr. Blvd., 3<sup>rd</sup> Floor  
Madison, WI 53701-2983  
Email: [acmiller@cityofmadison.com](mailto:acmiller@cityofmadison.com) and  
[ores@cityofmadison.com](mailto:ores@cityofmadison.com)

For the Lessor: Olin Avenue LLC  
Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

24. Non-Discrimination. In the performance of the services under the Lease, the Lessor agrees not to discriminate any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Lessor further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under the Lease because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
25. Accessibility. The Leased Premises and Common Areas shall conform where applicable to Chapter SPS 361.05 of the Wisconsin Administrative Code, Madison General Ordinance Section 39.05, and the Americans with Disabilities Act, regarding accessibility. The Lessor shall be responsible for all costs of compliance for the Leased Premises, except to the extent compliance is triggered by City's specific use, alterations or improvements and the Common Areas.
26. Authorized Agent. The City's Economic Development Director or the Director's designee is hereby designated as the official representative of the City for the enforcement of all provisions of this Lease, with authority to administer this Lease lawfully on behalf of the City.
27. Damage and Destruction. In the event the Leased Premises is damaged by any peril covered by standard policies of fire and extended coverage insurance to an extent which is less than twenty-five percent (25%) of the cost of replacement of the Leased Premises, the damage shall, except as hereinafter provided, promptly be repaired by the Lessor, at the Lessor's expense, but in no event shall the Lessor be required to repair or replace the City's inventory, trade fixtures, furniture, furnishings, equipment or personal property. In the event: (a) the Leased Premises is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Leased Premises; or (b) the Building is damaged to the extent of fifty percent (50%) or more of the cost of replacement, the Lessor may elect either to repair or rebuild the Leased Premises, as the case may be, or to terminate the Lease upon giving notice of such election in writing to the City within ninety (90) days after the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenable, in whole or in part, a proportionate abatement of Rent shall be allowed until the date the Lessor completes the repairs or rebuilding, and the Lease Term shall be extended for a period equal to the period of repair.
28. Lessor's Access. After receiving a minimum of 24 hours' prior notice thereof, the City shall allow the Lessor or its agents or employees access to the Leased Premises, at all times reasonable for the City, for the purpose of inspecting the Leased Premises or to make necessary repairs or alterations of the Leased Premises, or at any time in the event of an emergency.

Except in the case of an emergency, access to the Technology Closet will be limited to authorized staff of the City of Madison IT Department only.

29. Compliance. The Lessor shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Leased Premises. Lessor may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Lessor agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
30. Choice of Law. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Lease that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
31. Severability. If any term or provision of this Lease or the application thereof to the City or the County or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to the City or the County or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.
32. Leased Premises Acquired by Eminent Domain. In the event of any condemnation or inverse condemnation of the Property or any part thereof, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of the leasehold, reversion and fee, shall belong to the Lessor without any deduction therefrom for any present or future estate of the City, and the City hereby assigns to the Lessor all of its right, title and interest to any such award. However, the City shall have the right to recover from the condemning authority such compensation as may be separately awarded to the City for moving and relocation expenses.

In the event only a part of the Leased Premises and/or the Common Areas is taken or condemned and the City, in its sole discretion, determines that the part of the Leased Premises and/or Common Areas remaining is not suitable for the same purpose and with substantially the same utility to the City as immediately prior to such taking, the City may terminate this Lease by giving the Lessor written notice of termination a minimum of thirty (30) days prior to the delivery of possession of the Leased Premises to the condemning authority.

In the event of a taking of any portion of the Leased Premises not resulting in a termination of this Lease, the Lessor shall use so much of the proceeds of the Lessor's award for the Leased Premises as is required therefor to restore the Leased Premises to a complete architectural unit,

and this Lease shall continue in effect with respect to the balance of the Leased Premises, with a reduction of Rent in proportion to the portion of the Leased Premises taken, if any.

33. Brokerage Costs. The City is not responsible for any brokerage costs in connection with the Lease.
34. Counterparts, Electronic Signature and Delivery. The Lease may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on the Lease may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and the Lease may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of the Lease may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of the Lease, fully executed, shall be as valid as an original.
35. Definition of Lessor and City. The terms "Lessor" and "City" when used herein shall mean either singular or plural, as the case may be, and the provisions of this Lease shall bind the parties mutually, their successors, and assigns.
36. No Waiver. Failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Lease, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
37. Entire Agreement. All terms and conditions with respect to this Lease are expressly contained herein, and the parties agree that neither the Lessor nor the City has made any representations or promises with respect to this Lease not expressly contained herein.
38. Quiet Enjoyment. The Lessor hereby covenants and agrees that if the City shall perform all of the covenants and agreements herein to be performed on the City's part, the City shall, at all times during the continuance hereof, have the peaceable and quiet enjoyment and possession of the Leased Premises without any manner of hindrance from the Lessor or any person lawfully claiming the Leased Premises.
39. Public Record. The Lease will be recorded at the office of the Dane County Register of Deeds after it is executed by the parties.

*Signatures begin on following page.*

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the date first set forth above.

**OLIN AVENUE LLC,**  
a Wisconsin limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Wisconsin    )  
                                  )ss.  
County of Dane        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, the above named \_\_\_\_\_ (name), \_\_\_\_\_ (title) of Olin Avenue LLC, a Wisconsin limited liability company, known to me to be the person who executed the above foregoing instrument, and acknowledged that they executed the foregoing instrument as the deed of said limited liability company, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
Print or Type Name  
My Commission expires: \_\_\_\_\_

*Signatures continue on following page.*

**CITY OF MADISON**

By: \_\_\_\_\_  
Satya Rhodes-Conway, Mayor

By: \_\_\_\_\_  
Lydia A. McComas, City Clerk

**AUTHENTICATION**

The signatures of Satya Rhodes-Conway, as Mayor, and Lydia A. McComas, as City Clerk, on behalf of the City of Madison, are authenticated on this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Matthew Robles, Assistant City Attorney  
Member of the Wisconsin Bar

Approved:

Approved:

\_\_\_\_\_  
David Schmiedicke,  
Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum,  
Risk Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael Haas,  
City Attorney

\_\_\_\_\_  
Date

Execution of this Lease by the City of Madison is authorized by Resolution Enactment No. RES-26-00\_\_\_\_\_, File ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 2026.

Drafted by the City of Madison Office of Real Estate Services

Project No. 13355

## **EXHIBIT A**

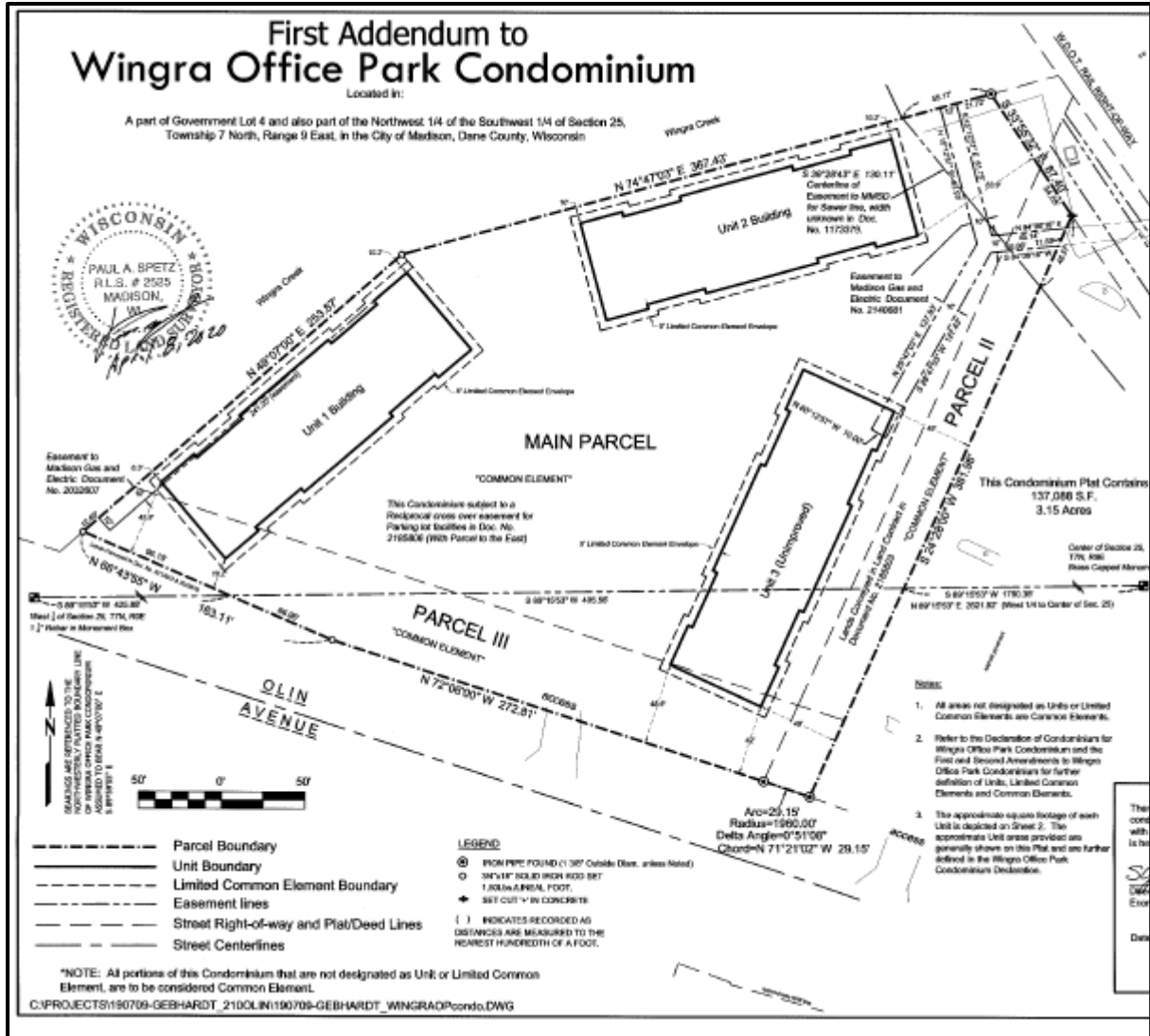
### Legal Description of Unit 1 and Leased Premises

Unit One (1), Wingra Office Park Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, by a Declaration recorded in the Office of the Register of Deeds for Dane County, Wisconsin on October 12, 1988, as Document No. 2108748, as amended by First Amendment to Declaration of Wingra Office Park Condominium, recorded in the Office of the Register of Deeds for Dane County, Wisconsin on January 5, 1990, as Document No. 2179851, as amended by Second Amendment to Declaration of Wingra Office Park Condominium, recorded in the Office of the Register of Deeds for Dane County, Wisconsin on April 16, 2002, as Document No. 3476384, and as amended by Third Amendment to Declaration of Wingra Office Park Condominium, recorded in the Office of the Register of Deeds for Dane County, Wisconsin on April 9, 2020, as Document No. 5576684, said Condominium being located in the City of Madison, County of Dane, State of Wisconsin.

The Leased Premises is Suite 105 together with Suite 105's undivided interest in the Common Elements and the exclusive use of the Limited Common Elements appurtenant to Suite 105, located within the above-described Unit One (1).

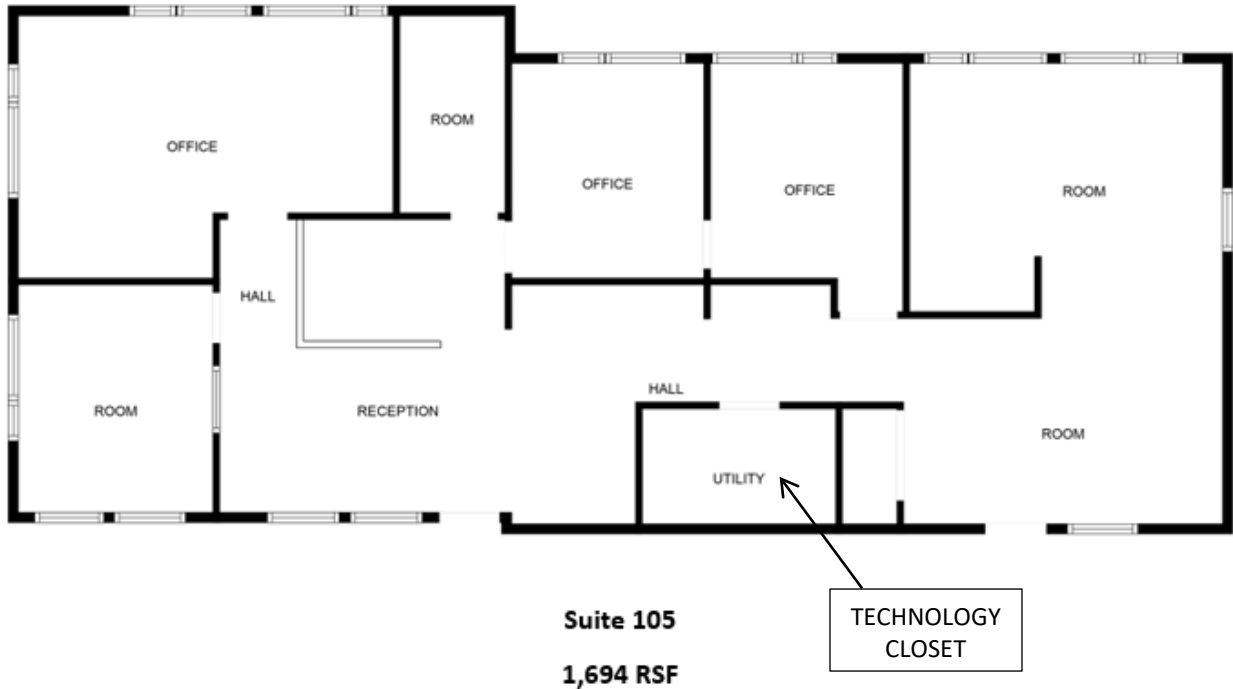
# EXHIBIT B

## Depiction of Unit One (1) Building



**EXHIBIT C**

Depiction of Leased Premises (as configured before Lessor Work)



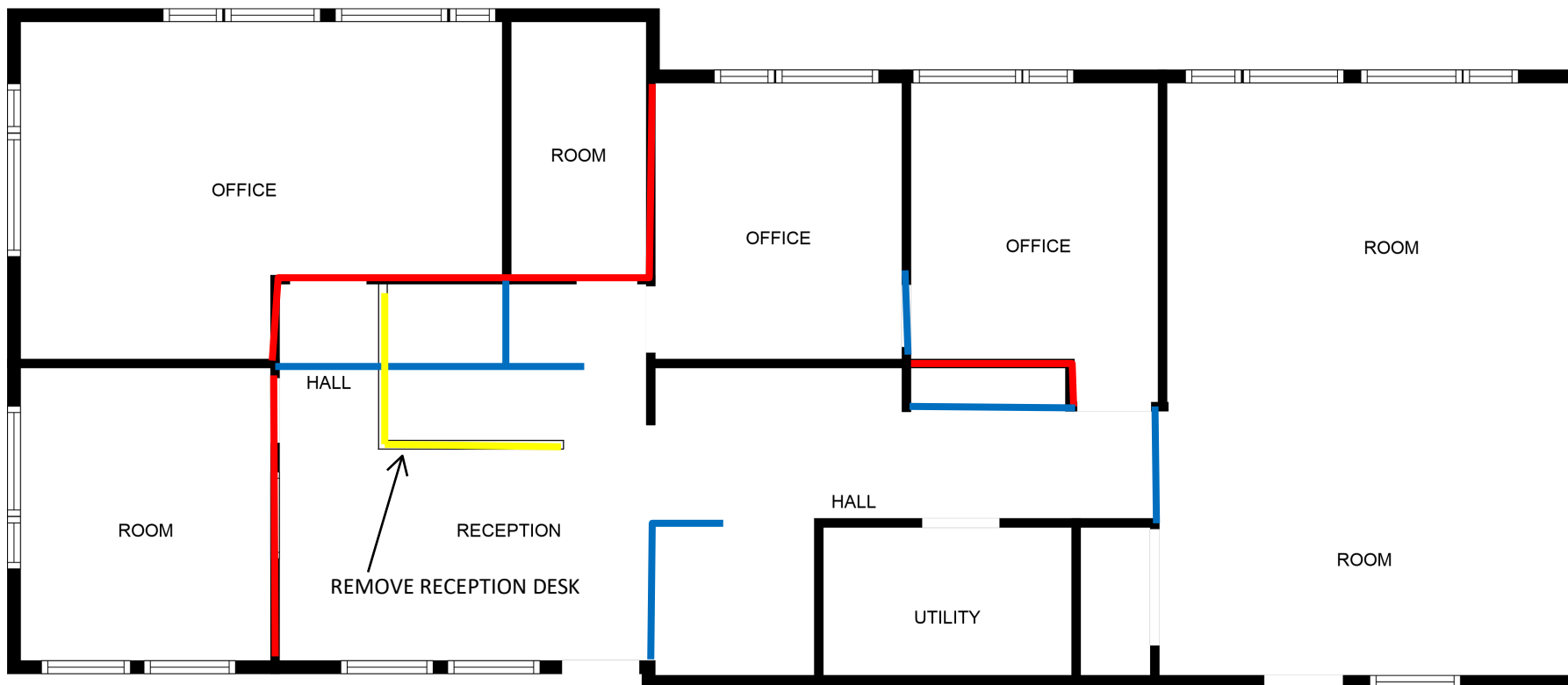
## **EXHIBIT D - LESSOR IMPROVEMENT WORK**

Page 1 of 3

Within the Leased Premises, the Lessor shall complete the following work:

1. Patch/prime and paint all walls
2. Replace all carpet with laminate flooring, and reinstall base trim.
3. Reconfigure partition walls and interior doors as shown in the Floorplan in this Exhibit D, including the relocation and replacement of any electrical, HVAC, data, phone, or other utilities that may be impacted by wall relocation.
4. Install counter in Conference Room. Exact location to be determined.
5. Add signage directing visitors to City's Leased Premises in any Common Areas where signage occurs, including Building entry way.
6. Remove reception desk and all other detached furniture from the Leased Premises.

**EXHIBIT D - LESSOR IMPROVEMENT WORK**

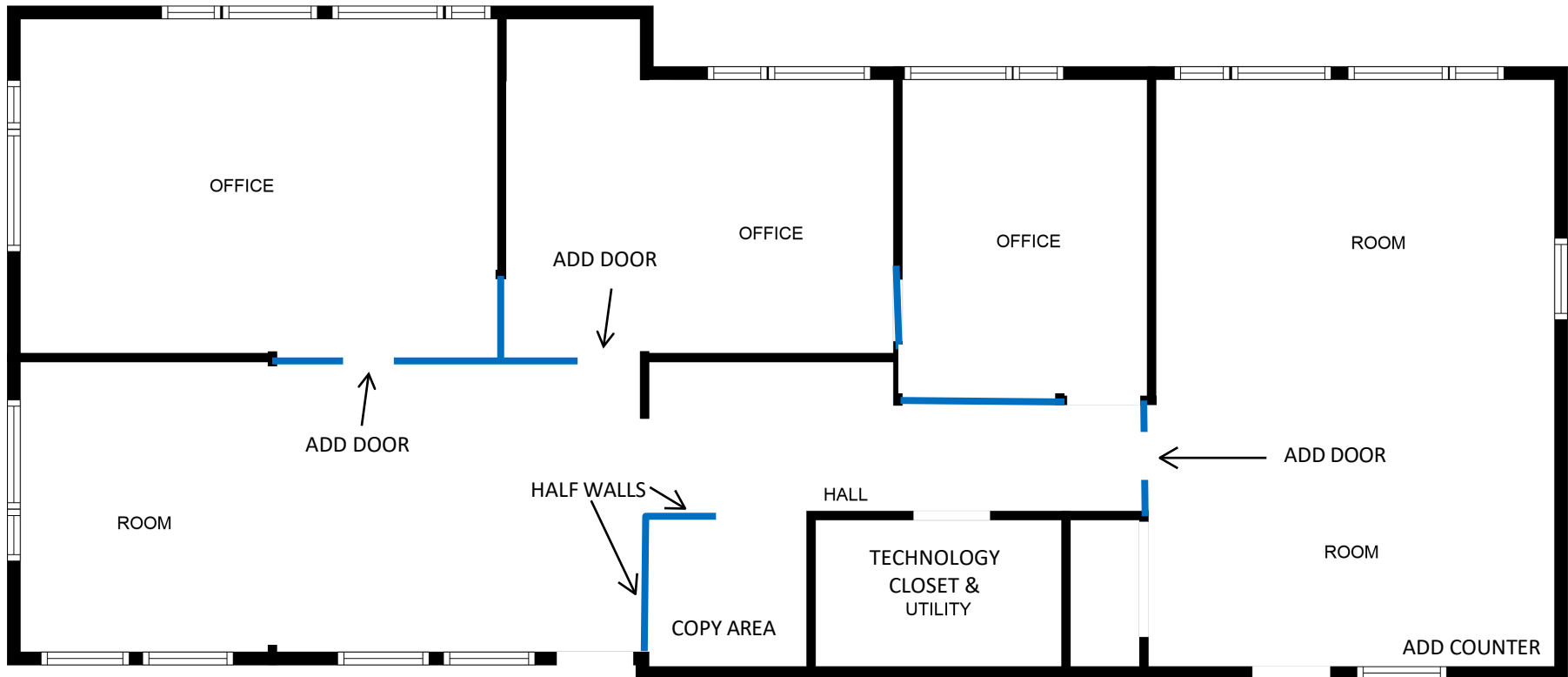


— WALLS TO BE REMOVED

— NEW WALLS

**EXHIBIT D - LESSOR IMPROVEMENT WORK**

Page 3 of 3 - After Lessor Work - Move-in Ready Configuration



## **EXHIBIT E**

### Maintenance, Repair and Replacement Standards

#### **1. Building Painting and Cleaning:**

- a) touch up paint as needed when damaged or graffiti.
- b) Outside cleaning of Building: power wash and remove stains and bugs residue once a year.
- c) Exterior window and door cleaning at least once a calendar year.

#### **2. HVAC Controls:**

All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning to meet:

Seasonal set points shall be as follows: Summer: 70

Degrees (+/- 2 degrees)

Winter: 72 Degrees (+/- 2 degrees)

#### **3. Ventilating Equipment:**

- a) Inspect belts and replace them annually. Check bearings and grease if needed.
- b) Replace if necessary .

#### **4. Lighting:**

- a) The exterior Building and Common Areas should be well lit for safety purposes.