

# EXHIBIT A

## LEASE

(This document is a lease of less than 99 years and not a conveyance subject to Transfer Return and fee per Sec. 77.21(1) Wis. Stats.)

This Lease, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin (the “City”), and **NewBridge Madison, Inc.**, a Wisconsin non-stock corporation (the “Lessee”).

### WITNESSETH:

NOW, THEREFORE, it is mutually agreed as follows:

1. Leased Premises. The City hereby leases to the Lessee designated office space (the “Leased Premises”) within the building commonly known as the *Warner Park Community Recreation Center* (the “Center”), located at 1625 Northport Drive, Madison, Wisconsin 53704, together with the nonexclusive use, in common with others entitled thereto of the “Common Areas” described in Paragraph 6. The Center is located on real property (the “Property”) more specifically described on attached Exhibit A and identified on attached Exhibit B.

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Return to: City of Madison  
EDD – Office of Real Estate Services  
P.O. Box 2983  
Madison, WI 53701-2983

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Tax Parcel No.: 251-0809-361-0096-8

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The Leased Premises shall include the office rooms within the Center bearing the following room numbers: 122, 124, 125, 126, and 127. These rooms comprise 1,410 square feet. The Leased Premises are designated on the Floor Plan Map attached as Exhibit C.

2. Term. This Lease shall be for an initial term of three (3) years, subject to early termination pursuant to the terms of this Lease. This Lease shall commence as of September 7, 2019 (the “Effective Date”) and expire on September 6, 2022. The term “Lease Year” shall mean a full one (1) year period. The first Lease Year shall begin on the Effective Date. Each succeeding Lease Year shall begin on the anniversary of the Effective Date
3. Rent and Rent Adjustments.
  - a. During the first year of the initial term of the Lease, the Lessee shall pay to the City rent (“Rent”) for the Leased Premises at the rate of \$32,081.05 per year, payable in equal monthly installments of \$2,673.42.
  - b. Beginning on the first anniversary of the Effective Date of this Lease and on each anniversary date thereafter during the first three (3) Lease Years, the annual rental rate

shall increase by two percent (2%) per year compounded annually. The Rent schedule for Lease Years one (1) through three (3) is as follows:

Initial Term			
Lease Year	Period	Annual Rental Rate	Monthly Rent
1	9/7/2019 – 9/6/2020	\$32,081.05	\$2,673.42
2	9/7/2020 – 9/6/2021	\$32,722.67	\$2,726.89
3	9/7/2021 – 9/6/2022	\$33,377.13	\$2,781.43

- c. The first Rent payment shall be due at the time of execution of this Lease and subsequent payments shall be due on or before the first day of each month this Lease is in effect. Rent for any partial month shall be prorated on a per diem basis.
  - d. All payments are to be made payable to the City Treasurer and sent or personally delivered to the Economic Development Division at the address specified in Paragraph 27.
  - e. The Lessee shall pay to the City the sum of Two Hundred Fifty Dollars (\$250) for each occasion on which Rent is not paid within ten (10) days of its due date. In addition, any Rent that is not paid within thirty (30) days of its due date shall accrue interest at the rate of twelve percent (12%) per annum from the due date until paid.
  - f. In addition to the provisions of Paragraph 3.e., the City shall have the right, under this Paragraph, to send late payments of Rent to a collection agency and to the Wisconsin Department of Revenue pursuant to the State Debt Collection program under Wis. Stat. §71.935.
4. Option to Renew. If, at the end of the initial term of this Lease, the Lessee is not in default under the terms and conditions of this Lease, then the Lessee shall have one (1) option to extend this Lease for an additional term of three (3) years (the “Renewal Term”), under the same terms and conditions provided in the original term of this Lease, except that Rent during the Renewal Term shall increase by three percent (3%) per year compounded annually, as set forth below. If the Lessee desires to renew this Lease, the Lessee must give notice in writing to the City a minimum of ninety (90) days prior to the expiration of the initial term, by the mailing of a notice by certified mail, return receipt requested, or by personal delivery to the City at the address specified in Paragraph 27.

Renewal Term			
Lease Year	Period	Annual Rental Rate	Monthly Rent
4	9/7/2022 – 9/6/2023	\$34,378.44	\$2,864.87
5	9/7/2023 – 9/6/2024	\$35,409.80	\$2,950.82
6	9/7/2024 – 9/6/2025	\$36,472.09	\$3,039.34

- 5. Use of Leased Premises. The Lessee will occupy and use the Leased Premises solely for the purpose of conducting the administrative needs of the Lessee’s organization and for conducting the not-for-profit community services the Lessee’s organization has undertaken, and activities related thereto, and for no other purposes whatsoever without the City’s prior written consent, which consent the City may withhold in its sole discretion.

6. Common Areas. The City grants to the Lessee and the Lessee's employees, agents, customers, invitees, vendors, licensees, and contractors the right to use, in common with all others to whom the City has or may hereafter grant rights to use the same, the "Common Areas" located on the Property. The term "Common Areas" is defined as the parking area, sidewalks, driveway, interior hallways, restrooms, and all other areas or improvements which may be provided by the City for the common use or benefit of occupants of the Center.

In addition, the Lessee's rights in the Common Areas shall, for the purpose of preparing and serving senior meals and conducting social programs, specifically include daily Monday through Friday use of the kitchen and Community Room No. 2 between the hours of 8:00 a.m. to 1:00 p.m., and Community Room No. 3 between the hours of 8:00 a.m. to 4:00 p.m., with the exception that priority use of Community Room No. 3 between 1:00 p.m. and 4:00 p.m. shall be given to MSCR Kids Camp and paid rentals. Furthermore, on no more than two (2) days in any given Lease Year the Lessee shall have the right to use, at no additional charge, Community Rooms No. 2 and 3 during the hours of 1:00 p.m. to 10:00 p.m. for the purpose of conducting special programs and activities for senior adults. In addition, the Lessee may reserve Community Rooms No. 2 and 3 during the hours of 1:00 p.m. to 10:00 p.m. for up to five (5) additional days, at a reduced rate of 50% of the normal rate approved by the Board of Park Commissioners, as posted on the Center's website, for the purpose of conducting special programs and activities for senior adults. The Lessee shall schedule such use in advance with the Center's Facility Manager.

The City shall be responsible for the cleaning, maintaining and repairing the interior and exterior Common Areas including, but not limited to, snow and ice removal, striping of parking areas, and lawn and landscaping maintenance. Notwithstanding the foregoing, the Lessee shall be responsible for cleaning the floors, furniture, appliances, kitchen surfaces, and the dining furniture following each instance of the Lessee's use of the kitchen and Community Rooms No. 2 and No. 3 as described above. The Lessee shall, at its sole cost and expense, purchase all janitorial and custodial supplies and equipment needed for such cleaning activities, including, but not limited to, a vacuum cleaner. Prior to purchasing any janitorial or custodial supplies, Lessee agrees to get preapproval from City for such products and agrees to supply City with safety data sheets (SDS) for each product. The City reserves the right to control and manage the Common Areas in its sole discretion and to establish rules and regulations for the use thereof. Said control and management of the Common areas shall be under the authority of the Center's Facility Manager.

7. Special Conditions.
  - a. The Lessee shall in no way encumber, or allow to be encumbered, the City's title to the Leased Premises.
  - b. No construction, modification, improvement, alteration, redecoration, or remodeling of the Leased Premises shall be undertaken without prior written approval of the City's Park Superintendent and any plans for any of the same are subject to written approval of the City's Park Superintendent. Any such construction, modification, improvement, alteration, redecoration, or remodeling shall remain for the benefit of the City, unless otherwise provided in such written approval. In all cases, the Lessee is responsible for

following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any construction activity.

- c. The City authorizes the Lessee to use the appropriate tools and fasteners to attach temporary wall hangings and the like to the walls and ceilings. This authorization does not relieve the Lessee of responsibility for any damages that may result.
  - d. All personal property stored or kept by the Lessee on the Leased Premises shall be at the sole risk of the Lessee. City and its employees shall not be liable for any loss of or damage to any of Lessee's personal property arising from any cause whatsoever, including the negligence of the City or its employees.
  - e. Except as provided in this Subparagraph, the Lessee shall not use, serve, drink, sell or keep on the Leased Premises alcoholic beverages of any kind whatsoever. In the event the Lessee is hosting an event and desires that alcoholic beverages be served, then the Lessee or the caterer it engages must comply with City alcohol licensing laws and requirements.
8. Assignment and Subletting. The Lessee shall not assign this Lease nor sublet the Leased Premises, or any portion thereof, without the prior written consent of the City, which consent the City may withhold at its sole discretion.
9. Liens.
- a. The Lessee shall not suffer or permit any construction or mechanics' lien to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, nor against the Lessee's leasehold interest in the Leased Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Leased Premises or any part thereof through or under the Lessee; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Leased Premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any construction or mechanics' lien against the fee of the Leased Premises. If any such lien is filed, the Lessee shall immediately cause the same to be discharged or released or shall upon request provide adequate and acceptable security or bond to protect the City's interest.
  - b. If any such construction or mechanics' lien shall at any time be filed against the Leased Premises, the Lessee covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and that it will hold the City free and harmless of and from any and all liability to any contractor, subcontractor, materialman, laborer or any other person relating to or arising because of any improvements or alterations on or to the Leased Premises, and that it will also defend on behalf of the City, at the Lessee's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered therein. Upon the Lessee's failure to do any of the foregoing things, the City may take such action as may be reasonably

necessary to protect the City's interest, in addition to any other right or remedy which it may have; and any amount paid by the City in connection with such action shall be repaid by the Lessee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.

10. Maintenance, Repairs and Replacements.

- a. The City shall keep the foundation; roof; electrical, plumbing and sewer systems; heating, ventilating and air conditioning system; exterior doors; window frames; windows and structural portions of the walls of the Leased Premises in good condition and repair and shall make any repairs/replacements required. Notwithstanding the foregoing, the Lessee shall be responsible for the cost and expenses of repairs/replacements required by reason of acts or omissions of the Lessee, the Lessee's employees, agents, invitees, vendors, licensees or contractors. The Lessee shall give the City written notice of the necessity for repairs/replacements coming to the attention of the Lessee, following which the City shall have a reasonable time to undertake and complete such repairs.
- b. The City shall make all repairs and replacements necessitated by any peril covered by its property insurance policy, subject to the provisions of Paragraph 33.
- c. The City shall be responsible for the cleaning and maintenance of the Common Areas and grounds of the Property, including but not limited to, snow and ice removal, striping of parking areas, and lawn and landscaping maintenance. The City shall also provide janitorial services for the Common Areas of the Center.
- d. Except as provided in Paragraphs 10.a., 10.b. and 10.c. above, the Lessee shall keep the Leased Premises and every part thereof, and any fixtures, facilities or equipment contained therein, in good condition and repair and in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity. The Lessee shall clean the Leased Premises and empty its trash and recyclables on a daily basis into the City's dumpsters at the Center. The Lessee shall, at its sole cost and expense, purchase all janitorial and custodial supplies and equipment needed for such cleaning activities, including, but not limited to a vacuum cleaner. Prior to purchasing any janitorial or custodial supplies, Lessee agrees to get preapproval from City for such products and agrees to supply City with safety data sheets (SDS) for each product.
- e. The City authorizes the Lessee to use appropriate tools and fasteners to attach temporary wall hangings and the like to the walls and ceilings. This authorization does not relieve the Lessee of responsibility for any damages that may result.

11. Personal Property Taxes. The Lessee shall pay, before delinquency, all municipal, county and state or federal taxes assessed against any leasehold interest of the Lessee or any fixtures, furnishings, equipment, stock-in-trade or other of the Lessee's personal property of any kind owned, installed or used in or on the Leased Premises for the Lessee's sole benefit.

12. Utilities. The City shall provide all utilities including heat, electricity, sewer, storm water, and water. The Lessee shall be responsible for telephone and services.

13. Insurance by City.

- a. Throughout the term of this Lease the City shall maintain at its cost property insurance as deemed advisable by the City insuring the Leased Premises and all appurtenances thereto (excluding the Lessee's inventory, trade fixtures, furniture, furnishings, equipment and personal property) for the full insurable replacement value.
- b. In addition, the City shall maintain commercial general liability insurance, in an amount not less than \$1,000,000 per occurrence. Evidence of this coverage can be found at the following website: <http://www.wmmic.com/liability/>.

14. Insurance by Lessee.

- a. The Lessee shall carry commercial general liability insurance covering as insured the Lessee and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum limit of \$1,000,000 per occurrence as may be adjusted, from time to time, by the City of Madison's Risk Manager. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Lease. As evidence of this coverage, the Lessee shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, the Lessee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Lease is in effect, the Lessee shall provide a renewal certificate to the City for approval.
- b. The Lessee shall maintain, at its sole cost, throughout the Lease term and any extension thereof, personal property insurance in an amount to cover the Lessee's personal property located within the Leased Premises. Lessee shall also provide a waiver of subrogation in favor of the City for any damage to its personal property.

15. Indemnification. The Lessee shall be liable to and 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 officers, officials, 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 Lessee or its officers, officials, members, agents, employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of this Lease, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or employees. This Paragraph shall survive termination and assignment or transfer of this Lease.

16. Hazardous Substances; Indemnification. The Lessee represents and warrants that its use of the Leased Premises will not generate any hazardous substance, and it will not store or dispose on the Leased Premises nor transport to or over the Leased Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Lessee further agrees to hold the City harmless from and indemnify the City against any release of such

hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property. This Paragraph shall survive termination and assignment or transfer of this Lease.

17. Compliance. The Lessee 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. The Lessee 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 Lessee 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.
18. Subordination.
  - a. This Lease is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the Leased Premises.
  - b. The Lessee shall subordinate its rights in this Lease, without compensation, at the request of the City to provide rights, privileges, easements and rights-of-way for all current or future public and private utilities across or along the Leased Premises, provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the Leased Premises under the terms of this Lease.
19. Right of Entry. The City or its representatives shall have the right to enter upon the Leased Premises at any reasonable time for the following purposes:
  - a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this Lease or in the exercise of its municipal powers.
  - b. For the purpose of performing work related to any public improvement provided that the City or its representatives restore the Leased Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement.
20. Termination.
  - a. The City shall have the right, at its sole option, to declare this Lease void, terminate the same, reenter and take possession of the Leased Premises under the following conditions:

- (1) By giving the Lessee a minimum of thirty (30) days' written notice of termination, upon or after any one of the following events:
  - i. The filing by the Lessee of a voluntary petition in bankruptcy.
  - ii. The institution of proceedings in bankruptcy against the Lessee and the adjudication of the Lessee as bankrupt pursuant to such proceedings.
  - iii. The taking by a court of competent jurisdiction of the Lessee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.
  - iv. The appointment of a receiver of the Lessee's assets.
  - v. The divestiture of the Lessee's estate herein by other operation of law.
  - vi. The abandonment by the Lessee of the Leased Premises ,except in connection with its surrender to an assignee or other party succeeding to the Lessee's interest hereunder, subject to Paragraph 8.
  - vii. The use of the Leased Premises for an illegal purpose.
  - viii. The failure of the Lessee to pay when due any monetary sums due pursuant to the terms of this Lease.
  - ix. In the event the Lessee defaults in the performance of any other term or condition of this Lease.

The termination shall not be effective, if within such thirty (30) day period, the event giving rise to the City's right to terminate ceases to exist. In the event of a breach of a term, covenant or condition of this Lease which requires more than the payment of money to cure and which cannot, because of the nature of such default, be cured within said thirty (30) days, then the Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Lessee 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.

- (2) In the event that the Lessee fails to maintain insurance as required by this Lease, the City may elect to: (a) immediately terminate this Lease and cause the removal of all personal property installed upon the Leased Premises at the sole expense of the Lessee; or (b) purchase or pay for any insurance coverage required by this Lease and charge the Lessee the cost of same as additional rent. Any amount paid by the City hereunder shall be repaid by the Lessee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.
- (3) For any other default on a term or condition of this Lease not described above, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within thirty (30) days notice of termination, then the Lessee



shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Lessee 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.

- (4) By giving the Lessee a minimum of one hundred eighty (180) days written notice of termination in the event the Leased Premises, at the sole discretion of the City of Madison, are desired for any public use or purpose.
- (5) If the whole or any part of the Leased Premises shall be taken by Federal, State, county, city, or other authority for public use, or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of the Leased Premises, or any part thereof, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefor.

Failure of the City to declare this Lease terminated upon the breach or default of the Lessee for any reason set forth in this Subparagraph 20.a. shall not operate to bar or destroy any right of the City to terminate this Lease for any subsequent breach or default of any term or condition of this Lease.

- b. The Lessee shall have the right, at its sole option, to terminate this Lease by giving the City a minimum of one hundred eighty (180) days written notice of termination and by complying with Paragraphs 22 and 23.
21. 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.
  22. Rights Upon Expiration or Termination. Upon the expiration or termination of this Lease for any cause, the Lessee's rights in the Leased Premises shall cease, and the Lessee shall immediately surrender the Leased Premises, subject to the provisions of Paragraph 23.
  23. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease, the Lessee shall remove all personal property from the Leased Premises. If the Lessee leaves any personal property on the Leased Premises, the City shall have the right to dispose of said property, without liability, thirty (30) days after the Lessee vacates or abandons the Leased Premises.
  24. Hold Over. In the event the Lessee shall continue to occupy or use the Leased Premises after the expiration of this Lease or any extension thereof, such holding over shall be deemed to constitute an occupancy from month to month, upon the same terms and conditions as herein provided except that Rent equal to one-twelfth (1/12) of the annual Rent payable during the

immediately preceding Lease Year, multiplied by two (2), shall be paid monthly in advance, and in no event shall the occupancy be deemed to be from one (1) year to one (1) year.

25. Definition of City and Lessee. The terms “City” and “Lessee” 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 heirs, personal representatives, successors and assigns.
26. Authorized Agent. The City’s Economic Development Division 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. 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:

For the City:                      City of Madison  
   Economic Development Division  
   Office of Real Estate Services  
   Attn: Manager  
   P. O. Box 2983  
   Madison, WI 53701-2983

For the Lessee:                      NewBridge Madison, Inc.  
   Attn.: Executive Director  
   1625 Northport Dr.  
   Madison, WI 53704

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.

28. Non-Discrimination. In the performance of its obligations under this Lease, the Lessee agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, 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 Lessee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Lease because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
29. Accessibility. The Leased Premises shall conform where applicable to Chapter SPS 361.05 of the Wisconsin Administrative Code, Madison General Ordinances Section 39.05, and the Americans with Disabilities Act, regarding accessibility, with all costs of compliance to be paid by the Lessee.
30. Signs. Any signs within the Leased Premises shall be in conformity with the provisions of Chapter 31, Street Graphics Control, Madison General Ordinances. Signage for advertising purposes shall not be permitted.

31. Severability. If any term or provision of this Lease or the application thereof to the City or the Lessee 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 Lessee 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. Entire Agreement. All terms and conditions with respect to this Lease are expressly contained herein, and the parties agree that neither the City nor the Lessee has made any representations or promises with respect to this Lease not expressly contained herein. No alteration, amendment, change, or addition to this Lease shall be binding upon the parties unless in writing and signed by them.
33. 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, be repaired by the City, at the City's expense, but in no event shall the City be required to repair or replace the Lessee's stock-in-trade, 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 Center is damaged to the extent of fifty percent (50%) or more of the cost of replacement, the City may elect either to repair or rebuild the Leased Premises, as the case may be, or to terminate this Lease upon giving notice of such election in writing to the Lessee 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 City completes the repairs or rebuilding, and the Lease term shall be extended for a period equal to the period of repair. If the City is required or elects to repair the Leased Premises, the Lessee shall repair or replace its stock-in-trade, trade fixtures, furniture, furnishings, equipment and personal property in a manner and to at least a condition equal to that prior to its damage or destruction, and the proceeds of all insurance carried by the Lessee shall be held in trust by the Lessee for the purpose of such repair and replacement.
34. Lessee Waivers of Eminent Domain Benefits and Award.
  - a. In the event of the Lessee's vacation of the Leased Premises or if the City terminates this Lease pursuant to the provisions of this Lease, the Lessee hereby waives any rights against the City that may be construed to accrue to the Lessee, its successors and assigns, by provisions of Section 32.19 of the Wisconsin Statutes, as amended.
  - b. In the event the City condemns the Lessee's interest in the Leased Premises, the Lessee agrees that the award, including damages, for all of its interests shall be Zero Dollars (\$0), and further waives all relocation benefits of every kind and nature.
  - c. In the event the Leased Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purposes by any authority in condemnation proceedings or by any right of eminent domain, 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 City without any deduction

therefrom for any present or future estate of the Lessee, and the Lessee hereby assigns to the City all of its right, title and interest to any such award. However, the Lessee shall have the right to recover from any condemning authority, other than the City, such compensation as may be separately awarded to the Lessee for moving and relocation expenses.

- 35. Public Record. This Lease will be recorded at the office of the Dane County Register of Deeds after it is executed by the parties.
- 36. Choice of Law. This Lease 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.

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

**NEWBRIDGE MADISON, INC.,**  
A Wisconsin non-stock corporation

By: \_\_\_\_\_  
James Krueger, Executive Director

Attest: \_\_\_\_\_  
\_\_\_\_\_  
(print or type name and title)

State of Wisconsin    )  
                                  )ss.  
County of Dane        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, James Krueger, Executive Director, and \_\_\_\_\_ (name), \_\_\_\_\_ (title), of the above named NewBridge Madison, Inc., a Wisconsin non-stock corporation, known to be the persons who executed the above foregoing instrument and officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

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

\_\_\_\_\_  
Print or type name  
My Commission: \_\_\_\_\_

**CITY OF MADISON**

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

By: \_\_\_\_\_  
Maribeth L. Witzel-Behl, City Clerk

**AUTHENTICATION**

The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kevin Ramakrishna  
Member of the Wisconsin Bar

**Approved**

**Date**

**Approved**

**Date**

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

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

**Approved as to Form**

\_\_\_\_\_  
Michael P. May, City Attorney

Execution of this Lease by the City of Madison is authorized by Resolution No. RES-20-\_\_\_\_\_,  
File ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on  
\_\_\_\_\_, 2020.

Drafted by the City of Madison Office of Real Estate Services.

Project No. 4504

## EXHIBIT A

### Description of the Leased Premises:

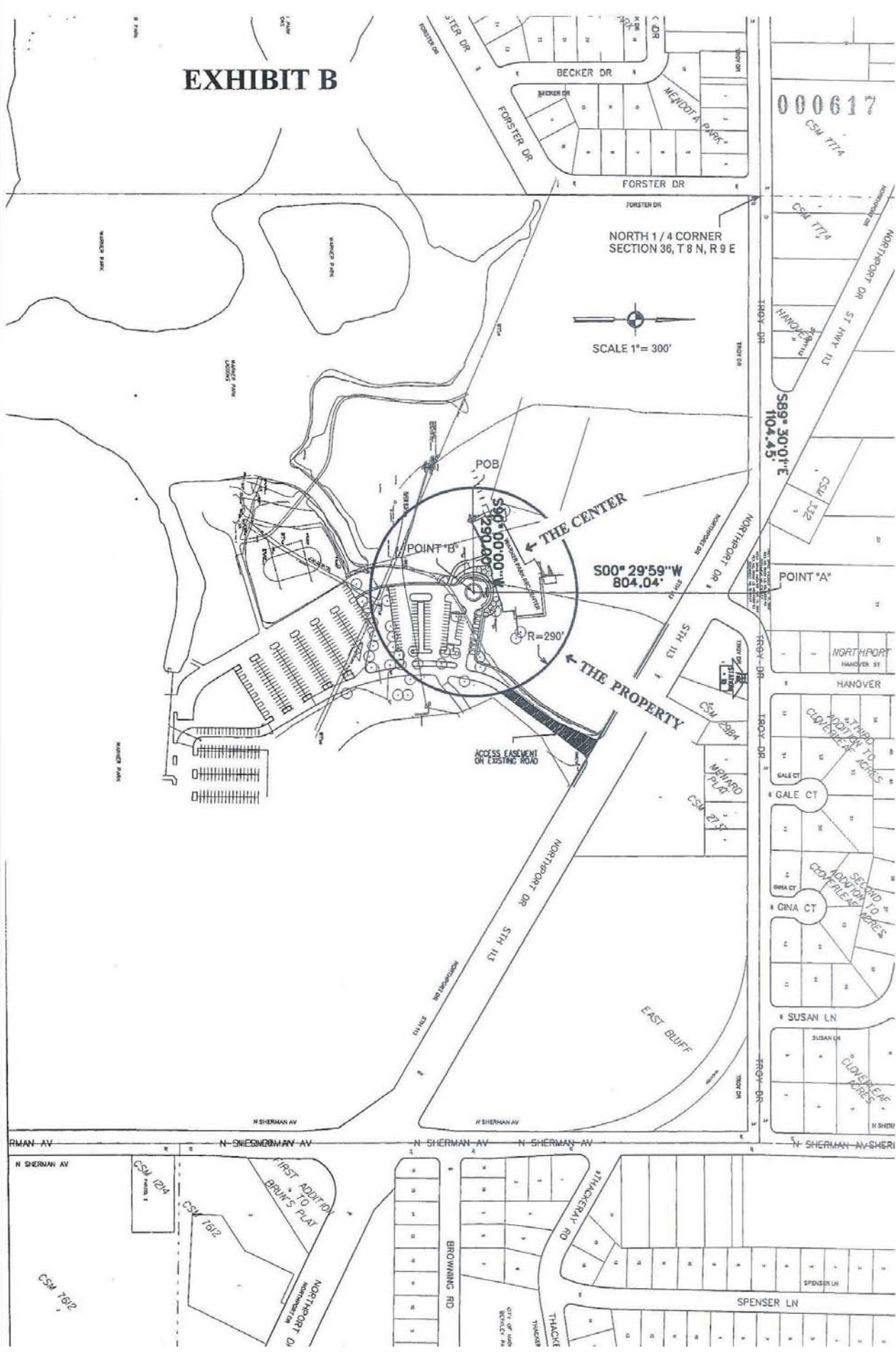
A parcel of land located in portions of the NE ¼ of the NE ¼ and the NW ¼ of the NE ¼, Section 36, T8N, R9E, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the North ¼ corner of said Section 36; thence S89°30'01"E, 1,104.45 feet along the north line of said Section 36 to a point (Point A) on said north line which is north, as measured at right angles to said north line of Section 36, of a point (Point B) which has State Plane Coordinates of N413006.11 and E2168409.74 and is the center of a 55 foot turn-a-round radius and the center of the following described circle; thence S0°29'59"W, 804.04 feet to said Point B; thence West 290.00 feet to the **point of beginning**, said point being on the circumference of a circle having a radius of 290.00 feet and said Point B as its center; thence clockwise along said circumference of said circle 1,822.12 feet, more or less, to the **point of beginning**.

Said parcel contains 264,208 square feet or 6.07 acres, more or less, and is located within the City of Madison parkland known as Warner Park, as said parkland is located south of the southwesterly right-of-way line of Northport Drive (a/k/a State Highway 113).

Together with a permanent easement for vehicular and pedestrian ingress and egress on the existing drive which extends northeasterly from said above-described parcel to said Northport Drive, as shown on attached Exhibit B.

# EXHIBIT B



000617

CSM 1774

CSM 1774

S89° 30'01"E  
1104.45'

CSM 1122

CSM 2584

CSM 213

CSM 213

CSM 213

CSM 213

CSM 213

CSM 213

CSM 213

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CSM 213

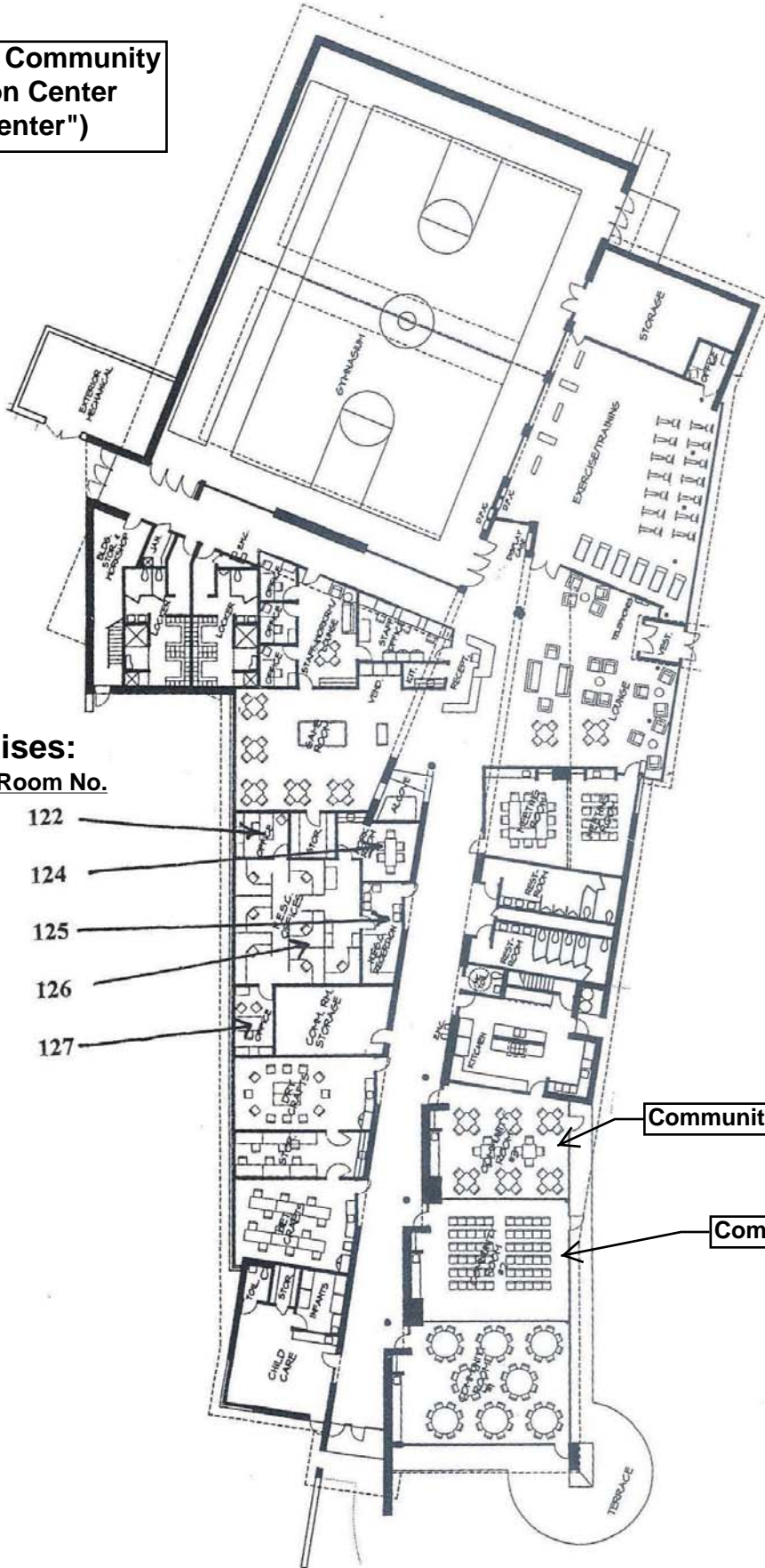
CSM 213

CSM 213



# EXHIBIT C

**Warner Park Community  
Recreation Center  
(the "Center")**



## Leased Premises:

**Room No.**

122

124

125

126

127

**Community Room 3**

**Community Room 2**