

## 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 \_\_\_\_\_, 2015, by and between the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin (the "City"), and the **Community GroundWorks**, 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 the various parcels of land described and identified on attached Exhibit A and depicted on attached Exhibit C, which exhibits are attached and made part of this Lease. The individual garden parcels are hereinafter referred to as "Garden Areas" and collectively referred to as the "Leased Premises."
2. Term. This Lease shall be for a term of five (5) years, with one five (5) year renewal period, subject to early termination pursuant to the terms of this Lease. This Lease shall commence as of January 1, 2015 (the "Effective Date") and expire on December 31, 2019. The renewal period shall run from January 1, 2020 and expire on December 31, 2024.
3. Renewal. This Lease will renew upon the mutual agreement of the Lessee and the City. The Lessee shall provide the City written notice of its intent to renew the Lease no later than six-months prior to the expiration of the initial lease term.
4. Hold Over. In the event the Lessee shall continue to occupy or use the Leased Premises, or any portion thereof, after the expiration of this Lease, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be from one (1) year to one (1) year.
5. Administrative Fee and Rent.
  - a. The Lessee shall pay to the City a one-time administrative fee of Two Hundred and no/00 Dollars (\$200). Such payment shall be due upon execution of this Lease.
  - b. The Lessee shall pay to the City annual rent of One Dollar (\$1.00). The first payment

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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.: 251-0810-283-0097-9  
251-0709-133-0929-5  
251-0710-194-0417-9  
251-0609-051-0301-0  
251-0710-092-2019-7  
251-0709-364-0338-0  
251-0709-264-1904-9  
251-0810-323-1112-8  
251-0609-062-0410-6  
251-0708-361-1442-4  
251-0710-104-0528-3  
251-0609-032-0310-1  
251-0709-233-1105-8

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- shall be due upon the execution of this Lease. Subsequent rent payments shall be due prior to the first day of January of each year this Lease is in effect.
- c. All payments are to be made to the City Treasurer and sent or personally delivered to the Economic Development Division at the address specified in Paragraph 21.
6. Use. The Leased Premises are to be used solely for the purpose of community gardening and for no other purpose whatsoever without the City's written consent, which consent the City may withhold in its sole discretion. The use of the Garden Areas shall also be in accordance with the General Conditions in Paragraph 10 of the Lease and the Special Conditions for Gardens Areas attached hereto as Exhibit B, which terms are incorporated herein. The director of the City Agency responsible for a Garden Area may authorize amendments, on behalf of the City, to any site-specific Special Conditions, subject to any committee approval that may be necessary. Any such amendments to Exhibit B shall be in writing by the director of the City Agency responsible for the Garden Area and the Lessee.
  7. Assignment. The Lessee shall not assign this Lease without the prior written consent of the City, which consent the City may withhold in its sole discretion.
  8. Subletting of Leased Premises. The Lessee shall have the right to sublease the individual garden plots within the Leased Premises to the public for non-commercial use only. The Lessee's subleases to the public shall be limited to a single growing season and shall be subordinate to all the terms and conditions of this Lease. The Lessee is responsible for informing all of its sublessees of all the terms and conditions of this Lease. Any breach of any provision, term or condition of this Lease by any sublessee shall be considered a violation by the Lessee and shall be enforceable by the City under the terms and conditions of this Lease.
  9. Maintenance. The Lessee shall, at its own expense, keep and maintain the Leased Premises 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. Maintenance responsibilities include, but shall not be limited to, any mowing, tilling, and removal of garbage and debris. No storage of materials, equipment or vehicles is permitted on the Leased Premises, except the temporary and orderly placement of items in conjunction with gardening activities.
  10. General Conditions.
    - a. The Lessee shall be solely responsible for all water, sewer, stormwater and any other utility charges billed to the Leased Premises.
    - b. Any chemical agent, insecticide, fertilizer, or other additive proposed to be used by the Lessee or its sublessees must meet or exceed all federal, State, and local laws, regulations guidelines, and limitations (including prohibitions) for its use. The City reserves the right to restrict or ban the use of any chemical agent, insecticide, fertilizer or additive on the Leased Premises.
    - c. The Lessee agrees to remove all garden refuse (i.e., stakes, flags, debris, etc.) and to mow

and/or remove all dead plant material from the Leased Premises after the growing season, but no later than November 15 of each year this Lease is in effect. Notwithstanding the foregoing, during the first year of the Lease the Lessee shall not be required to mow perennial or biennial plants after the growing season but rather may mulch or cover such plants so that they may be carried over into the next growing season. The City reserves the right, in its sole discretion, to disallow this practice at any time after the first year of the Lease upon written notice to the Lessee.

- d. The Lessee shall be permitted to place compost bins at a location designated by the appropriate City agency responsible for the land upon which the Garden Area is located. The type of bins to be used shall be subject to the City's prior written approval.

11. 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 thirty (30) days written notice, 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 a 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.
- vii. The use of the Leased Premises for an illegal purpose.
- viii. Upon lapse or failure of any insurance coverage required by 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.

Notwithstanding the foregoing, and without prejudice to any other right or remedy, upon lapse or failure of any insurance coverage required by this Lease the City may, at its option, 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.

Failure of the City to declare this Lease terminated upon the breach or default of the Lessee for any reason set forth in this Paragraph 11.a.(1) 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.

- (2) By giving the Lessee one hundred eighty (180) days written notice.
- b. The Lessee shall have the right, at its sole option, to terminate this Lease by giving the City sixty (60) days written notice and by complying with Paragraphs 12, 13, 14 and 15.
12. Right to Discontinue Use. In the event the Lessee desires to discontinue use of a specific Garden Area, or if the City determines that it needs a specific Garden Area for a public purpose, the City shall amend the Lease accordingly, and the Lessee shall abide by the provisions of this Lease, including Paragraphs 13, 14, and 15, and any General Conditions or Special Conditions pertaining to the discontinued Garden Area.
13. 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 Paragraphs 12, 14 and 15.
14. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease for any cause, the Lessee, at the Lessee's cost, shall remove all personal property, including, but not limited to, any improvements, 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.
15. Restoration of Leased Premises. Upon the expiration or termination of this Lease for any cause, the Lessee, at the Lessee's cost, shall remove all garden waste from the Leased Premises and restore the Leased Premises to a condition equivalent to that which existed prior to the date that the Lessee first occupied the Leased Premises by cultivating and seeding the soil with grass seed. Restoration shall be accomplished within sixty (60) days of expiration or termination of this Lease, except as may be adjusted by the City to allow for winter conditions. The expiration or termination of this Lease shall not become effective until restoration has been accomplished to the satisfaction of the City; however, during such restoration period the Lessee's right to use

the Leased Premises shall be limited to restoration activities and shall not include gardening activities. In the event the Lessee fails to accomplish said removal and restoration, the City may cause the removal and restoration to be accomplished at the Lessee's expense and with no liability or cost to the City. The City may waive or alter this removal and restoration requirement if, at its sole discretion, it so chooses.

16. 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, 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.
17. Insurance. 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'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, Lessee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Lease is in effect, Lessee shall provide a renewal certificate to the City for approval.
18. 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, or any portion thereof. 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.
19. Lessee Waivers.
  - a. In the event of the Lessee's vacation of the Leased Premises, or any portion thereof, 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, or any portion thereof, 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 purpose by any authority in appropriation 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 the condemning authority such compensation as may be separately awarded to the Lessee on account of interruption of the Lessee's business and for moving and relocation expenses.

20. Liens.

- a. The Lessee shall not suffer or permit any construction or mechanics' liens 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 mechanics' or construction liens 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 five percent (5%) per annum.

21. 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  
215 Martin Luther King, Jr. Blvd., Room 312  
P. O. Box 2983  
Madison, WI 53701-2983

For the Lessee:               Community GroundWorks, Inc.  
Attention: Executive Director  
3601 Memorial Drive  
Suite 4  
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 notice shall be given.

22. 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.
23. Authorized Agent. The City's Community and Economic Development Unit Director or the Director's designee is hereby designated as the official representative of the City for the enforcement of all provisions in this Lease, with authority to administer this Lease lawfully on behalf of the City.
24. 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 the Lease shall be valid and be enforceable to the fullest extent permitted by law.
25. 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.

26. Accessibility. The Leased Premises shall conform where applicable to Chapter Section COMM 61.05 of the Wisconsin Administrative Code, Madison General Ordinance 39.05, and the Americans with Disabilities Act, regarding accessibility, with all costs of compliance to be paid by the Lessee.
27. Subordination.
  - a. This Lease is subordinate to rights and privileges granted by the City of Madison 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 easements and rights-of-way for all 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.
28. 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 police powers.
  - b. For the purpose of performing work related to any public improvement.
29. Signs. Any signs on 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.
30. 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.
31. 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.
32. Public Record. This Lease will be recorded at the office of the Dane County Register of Deeds



after it is executed by the parties.

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

**COMMUNITY GROUNDWORKS, INC.**

By: \_\_\_\_\_  
Karen von Huene, Executive Director

State of Wisconsin    )  
                                  )ss.  
County of Dane        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above named Karen von Huene, Executive Director of Community GroundWorks, Inc., a Wisconsin non-stock corporation, known to be the person who executed the foregoing instrument and Executive Director of said corporation, and acknowledged that he executed the foregoing instrument as such Executive Director as the deed of said corporation, by its authority.

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

\_\_\_\_\_  
(print or type name)

My Commission: \_\_\_\_\_

**CITY OF MADISON**

By: \_\_\_\_\_  
Paul R. Soglin, Mayor

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

State of Wisconsin )  
  )ss.  
County of Dane        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above named Paul R. Soglin, Mayor of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
\_\_\_\_\_  
(print or type name)  
My Commission: \_\_\_\_\_

State of Wisconsin )  
  )ss.  
County of Dane        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above named Maribeth Witzel-Behl, City Clerk of the City of Madison, acting in said capacity and known to me to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
\_\_\_\_\_  
(print or type name)  
My Commission: \_\_\_\_\_

**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 is authorized by Resolution Enactment No. RES-15-00452, File No. 38170, adopted by the Common Council of the City of Madison on May 19, 2015.

Drafted by the City of Madison Office of Real Estate Services

Project No. 10746

**EXHIBIT A**

Legal Descriptions of the Garden Areas

**Site 1 – Reindahl Park Garden Area**

An approximately 2.28-acre parcel of land located within a larger parcel of land, commonly known as Reindahl Park, as depicted on page 1 of Exhibit C, located in the Southwest  $\frac{1}{4}$  of Section 28, Town 8 North, Range 10 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at the Northeast corner of said Southwest  $\frac{1}{4}$ ; thence South along the East line of said Southwest  $\frac{1}{4}$  to the Northwestern right-of-way line of U.S. Highway 151; thence Southwesterly along said Northwestern right-of-way line to a point 410.6 feet Northeasterly of the South line of said Section 28; thence N44°00'11"W, 279 feet; thence S45°59'49"W, 413.5 feet; thence S44°00'11"E, 279 feet; thence S45°59'49"W, 37 feet to the South line of said Section 28; thence West to the West line of the East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of said Southwest  $\frac{1}{4}$ ; thence East along said North line to the point of beginning.

Address: 1818 Portage Road, Madison, Wisconsin  
Tax Parcel No: 251-0810-283-0097-9

**Site 2 – Reynolds Garden Area**

Part of Lot 13, Block One Hundred Thirty-five (135), City of Madison, Dane County, Wisconsin, as depicted on page 2 of Exhibit C, to wit:

Commencing at the most Southerly corner of said Lot 13; then N45°0000' E along the Southeasterly line of said Lot 13, said line being also the Northwesternly right-of-way line of East Mifflin Street, 33.07 feet to a point (as located by Plat of Survey prepared by Arden T. Sandsnes, dated December 17, 1984, Map No 11504-L, on file with the Dane County Surveyor); thence continuing along the Southeasterly line of said Lot 13, 4.50 feet to the **point of beginning**; thence N45°03'40" W, parallel with and 4.50 feet Northeasterly of, measured at right angles to, the Northwesternly line of said Plat of Survey, 61.22 feet to a point of curve; thence Northwesternly along the arc of a 30.00 feet radius curve to the left having a long chord of N60°57'12" W, 16.43 feet to a point on the Northwesternly line of said Plat of Survey; thence N45°03'40" W, along the Northwesternly line of said Plat of Survey, 55.37 feet to a point on the Northwesternly line of said Lot 13; thence Northeasterly along the Northwesternly line of said Lot 13 to the most Northerly corner of said Lot 13; thence Southeasterly along the Northeasterly line of said Lot 13 to the most Easterly corner of said Lot 13, said point being on the Northwesternly right-of-way line of East Mifflin Street; thence Southwesterly along the Southeasterly line of said Lot 13 to the **point of beginning**.  
Containing 4,032 square feet, more or less.

Address: 634 East Mifflin Street, Madison, Wisconsin  
Tax Parcel No: 251-0709-133-0929-5

**Site 3 – Waunona Park Garden Area**

An approximately 12,000 square foot parcel of land located within Waunona Park, a public park, Madison, Wisconsin, as depicted on page 3 of Exhibit C, more particularly described as follows:

A parcel of land located in part of Lot 10, Block 6, Hoboken Beach, and part of Schulz Subdivision, a replat of Lot 9, Block 6, Hoboken Beach; said parcel being located in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 19, T7N, R10E, City of Madison, Dane County, Wisconsin, and more particularly described as follows:

Lot 10, Block 6, Hoboken Beach, **excepting** the following described parcels:

- Parcel described in Warranty Deed recorded as Document No. 1291651, Dane County Registry; and
- Parcel described in Warranty Deed recorded as Document No. 3123864, Dane County Registry; and
- Lot A, CSM 189; and
- Lot B, CSM 189; and
- Parcel described in Warranty Deed recorded as Document No. 235007, Dane County Registry; and
- Lot 1, CSM 4136; and
- Lot 2, CSM 4136; and
- Parcel described in Quit Claim Deed recorded as Document No. 3145984, Dane County Registry.

Lots 2 to 7 inclusive, Schulz Subdivision, a replat of part of Lot 9, Block 6, Hoboken Beach; together with vacated Simpson Street lying between and adjacent to said Lots.

Address: 5323 Raywood Road, Madison, Wisconsin  
Tax Parcel No: 251-0710-194-0417-9

**Site 4 – Marlborough Park Garden Area**

An approximately 2.5-acre parcel of land, as depicted on page 4 of Exhibit C, located within a larger parcel of land, commonly known as Marlborough Park, located in the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 5, T6N, R9E, City of Madison, Dane County, Wisconsin, said park being more particularly described as follows:

Lot 1, Certified Survey Map No. 2204 as recorded in Dane County Register of Deeds in Volume 8, Page 459 of Certified Surveys;

AND

Part of vacated Whenona Drive described as follows: Commencing at the Northeast corner of said Lot 1; thence S02°02'38"W, 30 feet to the **point of beginning**; thence S89°45'19"E, 33 feet; thence S02°02'38"W, 232 feet; thence N89°45'19"W, 33 feet; thence S02°02'38"W, 76 feet; thence S89°45'19"E, 33 feet; thence S02°02'38"W, 224 feet; thence N89°45'19"W, 33 feet; thence S02°02'38"W, 76 feet; thence S89°45'19"E, 33 feet; thence S02°02'38"W, 232 feet; thence N89°45'19"W, 33 feet; thence N02°02'38"E, 840 feet to the **point of beginning**;

AND

The West  $\frac{1}{2}$  of vacated Whenona Drive located south of Daisy Drive.

Address: 2303 Apache Drive, Madison, Wisconsin  
Tax Parcel No: 251-0609-051-0301-0



**Site 5 – Starkweather-Olbrich Greenway Garden Area**

A parcel of land located within the City-owned greenway, as depicted on page 5 of Exhibit C, more particularly described as follows:

An approximately .26-acre parcel of land, located within a larger parcel of land more particularly described as follows:

Lots 101, 102, 103 and 104, Tilton Midlands, City of Madison, Dane County, Wisconsin.

Address: 3501 Hargrove Street, Madison, Wisconsin  
Tax Parcel No: 251-0710-092-2019-7

**Site 6 – Lucy Lincoln Hiestand Park Garden Area**

An approximately .75-acre parcel of land, as depicted on page 6 of Exhibit C, located within a larger parcel of land more particularly described as follows:

Lot 25, Plat of Westvale, City of Madison, Dane County, Wisconsin.

Address: 1653 Frisch Road, Madison, Wisconsin

Tax Parcel No: 251-0709-364-0338-0

**Site 7 – Quann Park Garden Area**

A parcel of land, as depicted on page 7 of Exhibit C, more particularly described as follows:

Part of Lot 2, Certified Survey Map No. 10594, recorded on November 14, 2002 in Vol. 62 pg. 357-359 of Certified Surveys as Document No. 3590296, Dane County Registry, located in the City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the southwest corner of said Lot 2; thence N77°43'29"E 98.52 feet to the **point of beginning** of this description; thence S89°49'41"E 322.09 feet; thence N01°01'39"E 249.63 feet; thence S89°55'56"W 337.82 feet; thence S01°25'16"W 120.91 feet; thence S84°44'00"E 21.16 feet; thence S03°06'45"W 125.59 feet to the **point of beginning**. Containing 81,851 square feet or 1.8790 acres, more or less. Bearings are references to the south line of Certified Survey Map No. 10594, bearing N89°15'19"W.

Address: 1802 Quann-Olin Parkway, Madison, Wisconsin  
Tax Parcel No: 251-0709-264-1904-9

**Site 8 – McCormick Avenue Greenway Garden Area**

A parcel of land, as depicted on page 8 of Exhibit C, described as follows:

The McCormick Avenue Greenway Garden Area is an approximately 0.6 acre parcel of land located within a larger parcel of land more particularly described as follows:

Lot 6, Washington Manor; together with that part of the SW  $\frac{1}{4}$ , Section 32, T8N, R10E, described as follows:

Lands bounded by the southerly right-of-way line of Aberg Avenue on the North, the centerline of unimproved McCormick Avenue on the East - extending southerly to the northerly limit of the McCormick Avenue cul de sac, the westerly line of the McCormick Avenue cul de sac, the westerly right-of-way line of McCormick Avenue on the Southeast, the northerly right-of-way line of Commercial Avenue on the South, and the Easterly limit of the plat of Washington Manor on the West, except the Westerly 32 feet of the Southerly 130 feet of said bounded description.

Address: 702 McCormick Avenue, Madison, Wisconsin  
Tax Parcel No: 251-0810-323-1112-8

**Site 9 – Meadowood Park Garden Area**

An approximately .40-acre parcel of land, as depicted on page 9 of Exhibit C, located within a larger parcel of land commonly known as Meadowood Park and more particularly described as follows:

Outlot B, Fifth Addition to Meadowood, City of Madison, Dane County, Wisconsin.

Address: 5800 Thrush Lane, Madison, Wisconsin

Tax Parcel No: 251-0609-062-0410-6

**Site 10 – Hammersley Park Garden Area**

An approximately 10,000 square foot parcel of land within a larger parcel of land commonly known as Hammersley Park, as depicted on page 10 of Exhibit C, and more particularly described as follows:

Those lands denoted as “Dedicated to Public for Park” in the plat of First Addition to Green Tree Hills, being located in the Northeast  $\frac{1}{4}$  of Section 36, T7N, R8E, City of Madison, Dane County, Wisconsin, more particularly described as follows:

**Beginning** at the intersection of the Northerly right-of-way line of Hammersley Road and the Southeasterly corner of Lot 61 of said First Addition to Green Tree Hills; thence N00°52'W, 150 feet; thence S89°08'W, 88.56 feet; thence N00°52'W, 253.21 feet; thence N89°19'20"E, 283.48 feet to the Southeasterly corner of Lot 153 of said First Addition to Green Tree Hills; thence S24°52'E, 381.28 feet to the Northwesterly corner of Lot 59, plat of Green Tree Hills; thence S00°52'E, 53.96 feet to the Northerly right-of-way line of Hammersley Road; thence Westerly along the Northerly right-of-way line of said road, 350 feet to the **point of beginning**.

Address: 6120 Hammersley Road, Madison, Wisconsin  
Tax Parcel No: 251-0708-361-1442-4

**Site 11 – Elvehjem Park Garden Area**

Part of Lot 11, Block 5, Black Addition to Painted Post Estates, in the City of Madison, Dane County, Wisconsin, as depicted on page 11 of Exhibit C, and more particularly described as follows:

Commencing at the southeast corner of said Lot 11; thence N01°11'37"W, 133.00 feet along the east line of said Lot 11; thence S88°48'23"W, 15.00 feet to the **point of beginning**; thence S88°48'23"W, 100.00 feet; thence N01°11'37"W, 136.00 feet; thence N88°48'23"E, 100.00 feet; thence S01°11'37"E, 136.00 feet to the **point of beginning**; Containing 13,600 square feet or 0.3122 acres. Bearings referenced to the plat of Black Addition to Painted Post Estates.

Address: 1202 Painted Post Drive, Madison, Wisconsin  
Tax Parcel No: 251-0710-104-0528-3

**Site 12 – Aldo Leopold Park Garden Area**

Part of Lot 1 Certified Survey Map Number 13160, and part of Outlot 1 Bowman Heights, in the City of Madison, Dane County, Wisconsin, as depicted on page 12 of Exhibit C, and more particularly described as follows:

Commencing at the westernmost corner of Lot 1 CSM 13160; thence  $S71^{\circ}26'22''E$ , 83.49 feet to the **point of beginning**; thence  $S56^{\circ}15'28''E$ , 125.00 feet; thence  $S33^{\circ}44'32''W$ , 186.00 feet; thence  $N56^{\circ}15'28''W$ , 125.00 feet; thence  $N33^{\circ}44'32''E$ , 186.00 feet to the **point of beginning**. Containing 23,250 square feet or 0.5337 acres. Bearings referenced to Certified Survey Map Number 13160.

Address: 2906 Traceway Drive, Madison, Wisconsin  
Tax Parcel No: 251-0609-032-0310-1



**Site 13 – Brittingham Park Garden Area**

An approximately ¼-acre parcel of land located within a larger parcel of land commonly known as Brittingham Park, as depicted on page 13 and page 14 of Exhibit C, located in the Southwest ¼ of Section 23, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, said larger parcel being more particularly described as follows:

Part of the South ½ of said Section 23, T7N, R9E, described as follows: Beginning at the intersection of the Southeasterly line of West Washington Avenue and the Easterly line of West Shore Drive; thence Southerly along the Easterly line of West Shore Drive, 1170 feet, more or less, to the South line of Section 23; thence Easterly along said Section line, 8 feet, more or less, to the shoreline of Monona Bay; thence Northerly, Easterly and Southerly along said shoreline 3000 feet, more or less, to a line S00°00'E from the intersection of the Southwesterly line of South Brittingham Place and the Southeasterly line of West Brittingham Place; thence N00°00", 60 feet, more or less, to said intersection; thence Northwesterly 1020 feet along said Southwesterly line of South Brittingham Place and said line extended to the Northwesterly line of West Main Street; thence Southwesterly along the Southwesterly extension of the Northwesterly line of West Main Street, 65 feet, more or less, to the centerline of vacated West Main Street (pursuant to Volume 357 of Miscellaneous, Page 300, Document No. 1018329); thence along said centerline Westerly 285 feet, more or less, and Southwesterly 300 feet, more or less, to the Southeasterly line of West Washington Avenue; thence along the Southeasterly line of West Washington Avenue, 650 feet, more or less, to the point of beginning.

Address: 801 West Washington Avenue, Madison, Wisconsin  
Tax Parcel No: 251-0709-233-1105-8

**EXHIBIT B**

Special Conditions for Garden Areas

**Site #1 – Reindahl Park Garden Area**

1. In accordance with and in addition to Paragraph 6 of the Lease (Use), the permitted hours of use shall coincide with the hours that Reindahl Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. The Lessee shall be allowed vehicular access to the Reindahl Park Garden Area through Reindahl Park via an unimproved driveway to be designated by the City of Madison's Park Superintendent (the "Park Superintendent").
3. Parking of vehicles by the Lessee shall be permitted at a location within Reindahl Park to be designated by the Park Superintendent.
4. No permanent improvements are to be placed on the Reindahl Park Garden Area by the Lessee or its sublessees, with the exception that facilities for water service shall be permitted at the Lessee's sole cost and expense, subject to the Park Superintendent's prior written approval of plans and specifications therefor.
5. The Lessee shall be permitted to erect upon the Reindahl Park Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood, shall not exceed a height of five feet (5') above grade level, and shall be removed at the end of each growing season.

**Site #2 – Reynolds Garden Area**

1. No vehicular access or parking of vehicles shall be permitted on the Reynolds Garden Area. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
2. In addition to and in accordance with Paragraph 6 of the Lease (Use), the Reynolds Garden Area is to be used solely for the purpose of community gardening of a minimum of twenty-six (26) garden plots. Such community gardening shall be for the cultivation of flowers (not to exceed 5% of the area of each garden plot) and fruits and vegetables for household consumption, and for no other purpose whatsoever without the City of Madison Economic Development Division's (the "Economic Development Division") written consent, which consent the Economic Development Division may withhold in its sole discretion.
3. In addition to and in accordance with Paragraph 8 of the Lease (Subletting of Leased Premises), the right to sublease a garden plot shall be granted to residents on a first-come, first-serve basis, subject to the following preference order: first preference to use of the plots shall be given to residents of the Old Market Place Neighborhood; second preference shall be given to residents of the Tenney-Lapham, Marquette, Capitol and Langdon Neighborhoods; and last preference shall be given to all other residents of the City of Madison.
4. The Lessee and its sublessees shall, at all times, maintain "no planting zones" set back a minimum of eight (8) feet in width from the Northwesterly edge of the sidewalk along Mifflin Street and a minimum of three (3) feet in width along the side and rear lot line of the Reynolds Garden Area. The no planting zones shall be covered with woodchips. Gardening activities within the no planting zones shall be prohibited, with the exception that the eight (8) - foot zone fronting on Mifflin Street may be used for the planting of flowers provided that (i) the zone shall not be leased as a garden plot but shall be used jointly by the sublessees strictly for beautification purposes; and (ii) flowers within the zone shall not exceed a height of four (4) feet; and (iii) the flower plantings shall be set back a minimum of two (2) feet from the Northwesterly edge of the sidewalk along Mifflin Street.
5. No permanent improvements are to be placed on the Reynolds Garden Area by the Lessee or its sublessees, with the exception that fencing, a gate, pavement for a pedestrian pathway, and facilities for water service shall be permitted at the Lessee's sole cost and expense, subject to the Economic Development Division's prior written approval of plans and specifications therefor.

6. The Lessee shall be permitted to erect upon the Reynolds Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood, shall not exceed a height of five feet (5) above grade level, shall be set back a minimum of fifteen feet (15) from the Northwesterly edge of the sidewalk along Mifflin Street, and shall be removed at the end of each growing season.
7. In addition to and in accordance with Paragraph 10.d of the Lease, the Lessee shall be permitted to place compost bins only along the rear lot line of the Reynolds Garden Area.
8. In addition to and in accordance with the provisions set forth in Paragraph 14 of the Lease (Removal and Disposal of Personal Property), upon the expiration or termination of the Lease, or upon the discontinuation of the Lessee's use of the Reynolds Garden Area, the Lessee, at the Lessee's cost, shall remove all raised garden beds from the Reynolds Garden Area.
9. In addition to and in accordance with the provisions set forth in Paragraph 9 of the Lease (Maintenance), the Lessee's maintenance responsibilities, at the Lessee's own expense, shall also include, but not be limited to, snow removal and landscape upkeep.

### **Site #3 – Waunona Park Garden Area**

1. In addition to and in accordance with Paragraph 6 of the Lease (Use), the permitted hours of use for the Waunona Park Garden Area shall coincide with the hours that Waunona Park is open for the public, as established by City of Madison General Ordinance Section 8.21
2. No vehicular access or parking of vehicles shall be permitted on the Waunona Park Garden Area. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
3. In addition to and in accordance with the provisions of Paragraph 8 of the Lease (Subletting of Leased Premises), the Lessee shall have the right to sublease the individual garden plots within the Waunona Park Garden Area for non-commercial use only by residents of only the Waunona and Broadway-Lakepoint neighborhoods.
4. No permanent improvements are to be placed on the Waunona Park Garden Area by the Lessee or its sublessees, with the exception that fencing, a gate, and facilities for water service shall be permitted at the Lessee's sole cost and expense, subject to the Park Superintendent's prior written approval of plans and specifications therefor.
5. The Lessee shall be permitted to erect upon the Waunona Park Garden Area, at a location designated by the Park Superintendent, a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood, shall not exceed a height of five feet (5') above grade level, and shall be removed at the end of each growing season.
6. No trimming, cutting or removal of trees or shrubs shall be permitted by the Lessee or its sublessees without prior written approval of the Park Superintendent.

### **Site #4 – Marlborough Park Garden Area**

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Marlborough Park Garden Area shall coincide with the hours that Marlborough Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. The Lessee shall be allowed vehicular access to the Marlborough Park Garden Area through Marlborough Park via a route to be designated by the Park Superintendent for the limited activities of plowing, trucking of soil amendments and similar activities. In all other cases, there shall be no motor vehicle access to the Marlborough Park Garden Area beyond the public streets.

3. No permanent improvements are to be placed on the Marlborough Park Garden Area by the Lessee or its sublessees, without the Park Superintendent's prior written approval of plans and specifications therefor.
4. In addition to and in accordance with the provisions of Paragraph 10.c of the Lease (General Conditions), the fencing and cold frames may remain year-round and the Lessee shall not be required to till or mow plants after the growing season. The City reserves the right, in its sole discretion, to modify the requirements under this Paragraph 10.c at any time after the first year of the Lease upon written notice to the Lessee.
5. The Lessee shall be permitted to erect upon the Marlborough Park Garden Area bulletin board(s) for the posting of notices, messages, etc. at location(s) designated by the Park Superintendent. The number, type, location and construction of the bulletin board(s) shall be subject to the prior written approval of the Park Superintendent.
6. The Lessee may continue to use the two (2) storage sheds located on the Marlborough Park Garden Area, as depicted on Exhibit C. Any change to the structure, number or location of the storage sheds shall be subject to the prior written approval of the Park Superintendent.
7. In addition to and in accordance with the provisions of Paragraph 14 of the Lease (Removal and Disposal of Personal Property), upon the expiration or termination of the Lease for any cause, or upon the discontinuation of the Lessee's use of the Marlborough Park Garden Area, the Lessee, at the Lessee's cost, shall remove the compost bins and bulletin board from the Marlborough Park Garden Area.

**Site #5 – Starkweather-Olbrich Greenway Garden Area**

1. No vehicular access or parking of vehicles shall be permitted on the Starkweather-Olbrich Garden Area or adjacent City-owned greenway. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
2. No permanent improvements are to be placed on the Starkweather-Olbrich Garden Area by the Lessee or its sublessees, with the exception that facilities for water service, and such other improvements as may be requested by the Lessee from time to time, shall be permitted at the Lessee's sole cost and expense, subject to the City of Madison City Engineer's (the "City Engineer") prior written approval of plans and specifications therefor.
3. In addition to and in accordance with the provisions of Paragraph 10.b of the Lease (General Conditions), the City bans the use of any chemical agent, insecticide, fertilizer or additive on the Starkweather-Olbrich Garden Area which does not comport with organic farming methods.
4. The Lessee shall be permitted to erect upon the Starkweather-Olbrich Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.
5. The Lessee agrees to hold the City harmless for any disruption to the Lessee's use of the Starkweather-Olbrich Garden Area and for any damages to the Lessee's plantings or other personal property on the Starkweather-Olbrich Garden Area which may result from work by the City or its agents related to public improvements or facilities, mowing within or adjacent to the Starkweather-Olbrich Garden Area, or storm water flooding or overflow.

**Site #6 – Lucy Lincoln Hiestand Park Garden Area**

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Lucy Lincoln Hiestand Park Garden Area shall coincide with the hours that Lucy Lincoln Hiestand Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. No vehicular access or parking of vehicles shall be permitted on the Lucy Lincoln Hiestand Park Garden Area or adjacent City-owned greenway. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.

3. No permanent improvements are to be placed on the Lucy Lincoln Hiestand Park Garden Area by the Lessee or its sublessees, with the exception that the following improvements shall be permitted at the Lessee's sole cost and expense, subject to the Park Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval: facilities for water service, a tool bench or tool shed (not larger than 100 sq. ft.), raised garden beds, and such other improvements as may be requested by the Lessee from time to time.
4. In addition to and in accordance with the provisions of Paragraph 10.b of the Lease (General Conditions), the City bans the use of any chemical agent, insecticide, fertilizer or additive on the Lucy Lincoln Hiestand Park Garden Area which does not comport with organic farming methods.
5. The Lessee shall be permitted to erect upon the Lucy Lincoln Hiestand Park Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.
6. The Lessee agrees to hold the City harmless for any disruption to the Lessee's use of the Lucy Lincoln Hiestand Park Garden Area and for any damages to the Lessee's plantings or other personal property on the Lucy Lincoln Hiestand Park Garden Area which may result from work by the City or its agents related to public improvements or facilities, mowing within or adjacent to the Lucy Lincoln Hiestand Park Garden Area, or storm water flooding or overflow.

**Site #7 – Quann Park Garden Area**

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Quann Park Garden Area shall coincide with the hours that Quann Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. No vehicular access or parking of vehicles shall be permitted on the Quann Park Garden Area. Parking shall only be permitted in the Quann Park parking lot, subject to any existing parking restrictions.
3. No permanent improvements are to be placed on the Leased Premises by the Lessee or its sublessees, with the exception that facilities for water service shall be permitted at the Lessee's sole cost and expense, subject to the Park Superintendent's prior written approval of plans and specifications therefor.
4. The Lessee shall be permitted to erect upon the Leased Premises a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood, shall not exceed a height of five feet (5') above grade level, and shall be removed at the end of each growing season.

**Site #8 – McCormick Avenue Greenway Garden Area**

1. The Lessee shall at all times maintain a 30-foot buffer between the westerly limit of the McCormick Avenue Greenway Garden Area and the edge of the bank of Starkweather Creek (the "30-foot Creek Buffer"), as depicted in Exhibit C. Gardening and other land disturbing activities within the 30-foot Creek Buffer are strictly prohibited.
2. No vehicular access or parking of vehicles shall be permitted on the McCormick Avenue Greenway Garden Area or adjacent City-owned greenway. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions. Notwithstanding the foregoing, the Lessee shall be permitted limited vehicular access from the McCormick Avenue cul de sac to the McCormick Avenue Greenway Garden Area for the purposes of the delivery of hay, compost, and related garden materials. The Lessee shall promptly repair any damage (e.g., rutting, turf damage, damage to the curb) resulting from such vehicular access. Such repairs shall be performed in a manner satisfactory to the City Engineer.

3. No permanent improvements are to be placed on the McCormick Avenue Greenway Garden Area by the Lessee or its sublessees, with the exception that facilities for water service shall be permitted at the Lessee's sole cost and expense, subject to the City Engineer's prior written approval of plans and specifications therefor.
4. In addition to and in accordance with the provisions of Paragraph 10.b of the Lease (General Conditions), the City bans the use of any chemical agent, insecticide, fertilizer or additive on the McCormick Avenue Greenway Garden Area which does not comport with organic farming methods.
5. The Lessee shall be permitted to erect upon the McCormick Avenue Greenway Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.
6. The Lessee agrees to hold the City harmless for any disruption to the Lessee's use of the McCormick Avenue Greenway Garden Area and for any damages to the Lessee's plantings or other personal property on the McCormick Avenue Greenway Garden Area which may result from work by the City or its agents related to public improvements or facilities, mowing within or adjacent to the McCormick Avenue Greenway Garden Area, or storm water flooding or overflow.

**Site #9 – Meadowood Park Garden Area**

1. In addition to and in accordance with Paragraph 6 of the Lease (Use), the permitted hours of use for the Meadowood Park Garden Area shall coincide with the hours that Meadowood Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. No vehicular access or parking of vehicles shall be permitted on the Meadowood Park Garden Area or within Meadowood Park without the prior approval of the Park Superintendent. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
3. No permanent improvements are to be placed on the Meadowood Park Garden Area by the Lessee or its sublessees, with the exception that the following improvements shall be permitted at the Lessee's sole cost and expense, subject to the Park Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval: facilities for water service, a shed (not larger than 100 sq. ft.), fencing (not exceeding 4 ft. in height), and such other improvements as may be requested by the Lessee from time to time.
4. The Lessee shall be permitted to erect upon the Meadowood Park Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.
5. The Lessee agrees to hold the City harmless for any disruption to the Lessee's use of the Meadowood Park Garden Area and for any damages to the Lessee's plantings or other personal property on the Meadowood Park Garden Area which may result from work by the City or its agents related to public improvements or facilities, mowing within or adjacent to the Meadowood Park Garden Area, or storm water flooding or overflow.

**Site #10 – Hammersley Park Garden Area**

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Hammersley Park Garden Area shall coincide with the hours that Hammersley Park is open for the public, as established by City of Madison General Ordinance Section 8.21.

2. No vehicular access or parking of vehicles shall be permitted on the Hammersley Park Garden Area or within Hammersley Park without the prior approval of the Park Superintendent. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
3. No permanent improvements are to be placed on the Hammersley Park Garden Area by the Lessee or its sublessees, with the exception that the following improvements shall be permitted at the Lessee's sole cost and expense, subject to the Park Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval: facilities for water service and such other improvements as may be requested by the Lessee from time to time.
4. The Lessee shall be permitted to erect upon the Hammersley Park Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.
5. The Lessee agrees to hold the City harmless for any disruption to the Lessee's use of the Hammersley Park Garden Area and for any damages to the Lessee's plantings or other personal property on the Hammersley Park Garden Area which may result from work by the City or its agents related to public improvements or facilities, mowing within or adjacent to the Hammersley Park Garden Area, or storm water flooding or overflow.

**Site #11 – Elvehjem Park Garden Area**

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Elvehjem Park Garden Area shall coincide with the hours that Elvehjem Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. No vehicular access or parking of vehicles shall be permitted on the Elvehjem Park Garden Area or within Elvehjem Park. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
3. No permanent improvements are to be placed on the Elvehjem Park Garden Area by the Lessee or its sublessees, with the exception that facilities for water service, and such other improvements as may be requested by the Lessee from time to time, shall be permitted at the Lessee's sole cost and expense, subject to the Park Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval.
4. The Lessee shall be permitted to erect upon the Elvehjem Park Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.
5. No trees or shrubs shall be trimmed, removed or otherwise disturbed without the express written consent of the Park Superintendent.
6. The Lessee agrees to hold the City harmless for any disruption to the Lessee's use of the Elvehjem Park Garden Area and for any damages to the Lessee's plantings or other personal property on the Elvehjem Park Garden Area which may result from work by the City or its agents related to public improvements or facilities, mowing within or adjacent to the Elvehjem Park Garden Area, or storm water flooding or overflow.
7. Prior to commencing any work, the Lessee shall contact Diggers Hotline to identify the locations of any underground utilities within the Elvehjem Park Garden Area. The Lessee shall reduce the area of active gardening to avoid conflict with any identified utility facilities.

**Site #12 – Aldo Leopold Park Garden Area**

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Aldo Leopold Park Garden Area shall coincide with the hours that Aldo Leopold Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. No vehicular access or parking of vehicles shall be permitted on the Aldo Leopold Park Garden Area or within Aldo Leopold Park. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
3. No permanent improvements are to be placed on the Aldo Leopold Park Garden Area by the Lessee or its sublessees, with the exception that facilities for water service, and such other improvements as may be requested by the Lessee from time to time, shall be permitted at the Lessee's sole cost and expense, subject to the Park Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval.
4. The Lessee shall be permitted to erect upon the Aldo Leopold Park Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.
5. No trees or shrubs shall be trimmed, removed or otherwise disturbed without the express written consent of the Park Superintendent.
6. The Lessee agrees to hold the City harmless for any disruption to the Lessee's use of the Aldo Leopold Park Garden Area and for any damages to the Lessee's plantings or other personal property on the Aldo Leopold Park Garden Area which may result from work by the City or its agents related to public improvements or facilities, mowing within or adjacent to the Aldo Leopold Park Garden Area, or storm water flooding or overflow.
7. Prior to commencing any work, the Lessee shall contact Diggers Hotline to identify the locations of any underground utilities within the Aldo Leopold Park Garden Area. The Lessee shall reduce the area of active gardening to avoid conflict with any identified utility facilities.

**Site 13 – Brittingham Park Garden Area**

1. In addition to and in accordance with the provisions in Paragraph 6 of the Lease (Use), the permitted hours of use for the Brittingham Park Garden Area shall coincide with the hours that Brittingham Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. The Lessee shall be allowed vehicular access to the Brittingham Park Garden Area via the bikepath from the intersection of West Main Street and Brittingham Place up to three (3) times per year; alternative routes and timeframes shall be approved by the Park Superintendent.
3. The Lessee shall utilize existing parking locations on the street or in the park parking lot; no other areas are approved for parking of vehicles. Notwithstanding the foregoing, the Lessee's vehicles may be temporarily parked at the Brittingham Park Garden Area as identified above for loading and unloading materials provided that pathways remain unobstructed during these times.
4. No permanent improvements are to be placed on the Brittingham Park Garden Area by the Lessee or its sublessees, with the exception that the following shall be allowed: (1) facilities for water service shall be permitted at the Lessee's sole cost and expense, subject to the Park Superintendent's prior written approval of plans and specifications therefore; (2) trellises shall be permitted provided they are uniform in height and material; and (3) raised garden beds approximately 24 inches in height shall be permitted. Such other improvements as may be requested by the Lessee from time to time shall be permitted at the Lessee's sole cost and expense, subject to the Park Superintendent's prior written approval of plans and specifications.



5. The Lessee shall be permitted to erect upon the Brittingham Park Garden Area up to two (2) garden storage benches for the storage of gardening tools as well as to provide a seating area at the garden. Such garden storage bench shall be consistent with the “Excellent & Easy Garden Storage Bench” as shown at <http://www.instructables.com/id/Excellent-Easy-Garden-Storage-Bench> or as approved by the Park Superintendent. The City is not responsible for any damage to or replacement of the garden storage benches.
6. No trees or shrubs shall be trimmed, removed or otherwise disturbed without the express written consent of the Park Superintendent.
7. The Lessee agrees to hold the City harmless for any disruption to the Lessee’s use of the Brittingham Park Garden Area and for any damages to the Lessee’s plantings or other personal property on the Brittingham Park Garden Area, which may result from work by the City or its agents related to public improvements or facilities, mowing within or adjacent to the Brittingham Park Garden Area, or storm water flooding or overflow.
8. Prior to commencing any work, the Lessee shall contact Diggers Hotline to identify the locations of any underground utilities within the Brittingham Park Garden Area. The garden area shall be reduced as necessary to avoid conflict with any identified utility facilities.
9. In addition to and in accordance with the provisions of Paragraph 11.a.1 of the Lease (Termination), the City shall have the right, at its sole option, to declare this Lease void, terminate the same, reenter and take possession of the Brittingham Park Garden Area by giving the Lessee thirty (30) days written notice, upon or after a cause of action is filed in Dane County Circuit Court by a person claiming to be a successor to the grantor of the portion of Brittingham Park containing the Brittingham Park Garden Area (Dane County Register of Deeds Doc. # 261423) in which the person seeks to prevent the use of the Brittingham Park Garden Area for community garden purposes and/or seeks revision of title over this portion of Brittingham Park.