

## ATTACHMENT A

### **FIRST AMENDMENT TO LEASE**

(This document pertains to 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 First Amendment to Lease ("First Amendment") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **City of Madison**, a Wisconsin municipal corporation ("City"), and **Bock Water Heaters, Inc.**, a Wisconsin corporation ("Lessee").

#### WITNESSETH:

WHEREAS, the City and Lessee (together, "Parties") entered into that certain Lease dated December 4, 2007, and recorded December 13, 2007, with the Dane County Register of Deeds as Document No. 4381104, as corrected by Affidavit of Correction dated August 1, 2008, and recorded August 4, 2008, with the Dane County Register of Deeds as Document No. 4456635, as renewed by First Notice of Lease Renewal dated November 9, 2017, and recorded November 10, 2017, with the Dane County Register of Deeds as Document No. 5371168, and as renewed by Second Notice of Lease Renewal dated December 12, 2022, and recorded December 16, 2022, with the Dane County Register of Deeds as Document No. 5878522 (together, "Lease"); and

WHEREAS, the Lease pertains to the Lessee's use and occupation of certain property owned by the City, legally described as follows ("Leased Premises"); and

A parcel of land described as a part of Lots 5, 6, 7, 8, 13, 14, 15, 16, and 17 of Block 214, Farwells's Replat, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at a concrete monument with a brass cap at the North ¼ corner of Section 7, T7N, R10E, Dane County, Wisconsin; Thence along the north line of the Northwest ¼ of said Section 7, N89°56'03"W, 2,347.68 feet to a concrete monument with a brass cap at the Northwest corner of said Section 7; Thence S04°20'51"E, 1,416.14 feet to a ¾ inch diameter iron rebar in the Southeasterly right-of-way line of East Main Street; Thence along said Southeasterly right-of-way line, N45°36'24"E, 59.69 feet to the **point of beginning**; Thence continuing along said Southeasterly right-of-way line, N45°36'24"E, 40.01 feet to a ¾ inch diameter iron rebar; Thence S04°09'27"W, 263.14 feet to a ¾ inch diameter iron rebar; Thence 142.34 feet along the arc of a 1,943.08 foot radius curve to the right, with a central angle of 04°11'50", the long chord which bears S06°15'22"W and is 142.31 feet in length to a ¾ inch diameter iron rebar in the Northwesterly right-of-way line of Railroad Street; Thence along said Northwesterly right-of-way line S45°43'52"W, 81.71 feet to a ¾ inch diameter iron rebar; Thence N09°10'24"E,

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

Tax Parcel No.: 251-0710-072-2705-4

123.22 feet to a ¾ inch diameter iron rebar; Thence N05°11'04"E, 175.80 feet to a ¾ inch diameter iron rebar; Thence N12°00'24"E, 139.28 feet to the **point of beginning**. Said parcel contains 18,050 square feet.

The Leased Premises comprises a portion the City of Madison's East Rail Corridor located between South Baldwin Street and South Dickinson Street.

WHEREAS, the Leased Premises is used by the Lessee for parking lot and drive aisle purposes, which use is ancillary to the Lessee's business operations located at 110 S. Dickinson Street, which property abuts the Leased Premises; and

WHEREAS, the final renewal term of the Lease expires on December 31, 2027, and the Lessee desires to amend the Lease to allow for a three (3)-year renewal period to run from January 1, 2028, through December 31, 2030; and

WHEREAS, the City's Engineering and Economic Development Divisions have approved of the extension, pursuant to the annual rent amounts detailed in this First Amendment; and

WHEREAS, the Parties desire to amend the Lease by the recording of this First Amendment.

NOW, THEREFORE, the Parties agree to amend the Lease as follows:

1. Paragraph 4 of the Lease is hereby amended by adding the following paragraph:

"If, at the end of the two five (5) year renewal terms the Lessee is not in default under the terms and conditions of this Lease, then the Lessee shall have the option to extend this Lease for an additional term of three (3) years, under the same terms and conditions detailed in this Lease. If the Lessee desires to renew this Lease, the Lessee must give notice in writing to the City prior to October 1, 2027, by providing notice as called for in Paragraph 13 of this Lease.

Annual rent payable during any renewal terms is as follows:

Lease Year	Date	Rent
21	1/1/2028 - 12/31/2028	\$9,382.39
22	1/1/2029 - 12/31/2029	\$9,663.86
23	1/1/2030 - 12/31/2030	\$9,953.78

„

2. Paragraph 13 of the Lease is hereby deleted and replaced with the following:

"13. 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. Electronic mail may be sent

to the email address provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Lease.

For the City: City of Madison  
Economic Development Division  
Office of Real Estate Services  
Attn: Manager  
215 Martin Luther King, Jr. Blvd., Suite 300  
P. O. Box 2983  
Madison, WI 53701-2983  
Email: acmiller@cityofmadison.com and  
ores@cityofmadison.com

For the Lessee: Bradford White Corporation  
Attn: Eric Truskoski, VP of Admin. & Government Affairs  
200 Lafayette St.  
Middleville, MI 49333  
Email: etruskoski@bradfordwhite.com

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.”

3. The following is hereby added to the Lease as Paragraph 33:

“33. Choice of Law, Venue, and Forum Selection. This Lease shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Lease that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.”

4. The following is hereby added to the Lease as Paragraph 34:

“34. Counterparts, Electronic Signature and Delivery. This Lease may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Lease may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Lease may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Lease may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties, whether or not a hard copy is also delivered. Copies of this Lease, fully executed, shall be as valid as an original.”



**CITY OF MADISON**

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

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

**AUTHENTICATION**

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

\_\_\_\_\_  
Doran Viste, Assistant City Attorney  
Member of the Wisconsin Bar

Execution of this First Amendment to Lease by the City of Madison is authorized by Resolution No. RES-07-01089, File ID No. 07741, adopted by the Common Council of the City of Madison on November 20, 2007, and by Resolution Enactment No. RES-26-\_\_\_\_\_, File ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 2026.

Drafted by the City of Madison Office of Real Estate Services.      Real Estate Project No. 3276