

CDA Resolution 4643 Exhibit A

LEASE

This Lease, entered into this _____ day of _____, 2025, by and between the **Community Development Authority of the City of Madison**, a Wisconsin housing authority, located in Dane County, Wisconsin ("CDA"), and **Rooted WI, Inc.**, a Wisconsin non-stock corporation ("Lessee"), formerly known as Community GroundWorks, Inc.

WITNESSETH:

WHEREAS, the CDA and the Lessee are parties (together, "Parties") to that certain Lease dated September 10, 2015, and recorded September 15, 2015, with the Dane County Register of Deeds as Document No. 5184082, and all amendments thereto (collectively, "2015 Lease"); and

WHEREAS, the final renewal term of the 2015 Lease expired on December 31, 2024; and

WHEREAS, the Parties desire to terminate the 2015 Lease and enter into a new lease for the same premises leased under the 2015 Lease, to allow for the Lessee's continued use of such premises for community gardening purposes.

NOW, THEREFORE, the 2015 Lease shall hereby be terminated, and the Parties agree to the terms and conditions of this Lease as follows:

1. Leased Premises. The CDA hereby leases to the Lessee the parcel of land described and identified on attached Exhibit A and depicted on attached Exhibit B, which exhibits are attached and made part of this Lease ("Leased Premises"). In the event additional community gardens located on CDA-owned lands are added to this Lease by written amendment, such individual gardens shall be 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, 2025 ("Effective Date"), and expire on December 31, 2029. The renewal period shall begin January 1, 2030, and expire on December 31, 2034.
3. Renewal. This Lease will renew upon the mutual agreement of the Parties. The Lessee shall provide the CDA 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. Rent.
 - a. The Lessee shall pay to the CDA annual rent of One Dollar (\$1.00). The first payment 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.

- b. 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 CDA's written consent, which consent the CDA may withhold in its sole discretion. The use of the Leased Premises shall also be in accordance with the General Conditions in Paragraph 10 of the Lease. The Executive Director of the CDA may authorize amendments, on behalf of the CDA, to any General Conditions, subject to any committee approval that may be necessary. Any such amendments to the General Conditions shall be in writing and executed by the Parties.
7. Assignment. The Lessee shall not assign this Lease without the prior written consent of the CDA, which consent the CDA 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 CDA under the terms and conditions of this Lease.
9. Maintenance.
 - a. Lessee's Responsibilities. 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. Lessee shall maintain (mow, control weeds) the area within two feet (2') on the outside and inside of any perimeter fencing surrounding the Leased Premises. Lessee agrees that mowing and weeding shall take place frequently enough so that grass and other vegetation will be no higher than six inches (6") and the fences remain weed-free. 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.

If the Lessee does not comply with any part of this section as determined solely by the CDA, upon written notice the Lessee shall have fourteen (14) days to cure the defect. Thereafter, the CDA, at its option, shall have the right to extend the time to cure or to have the defect corrected at the Lessee's expense.

- b. CDA Responsibilities. The CDA shall provide general maintenance to the CDA's property up to the boundary of the Leased Premises, stopping two feet (2') from any fencing around the perimeter of the Leased Premises. The CDA shall not maintain, weed or mow any portion of the Leased Premises, or within any fenced area within or related to the Leased

Premises.

10. General Conditions.

- a. 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 CDA reserves the right to restrict or ban the use of any chemical agent, insecticide, fertilizer or additive on the Leased Premises.

Any weed control provided by Lessee must conform to the City of Madison's pest management policy, including the use of a certified application and pre-posting areas to be sprayed, with supporting documentation provided to the CDA annually by December 15. Supporting documentation must include:

- (1) Date, purpose, location, amount of product, and amount of active ingredient for each application,
 - (2) Product labeling and material safety data sheets for each product applied,
 - (3) Documentation of applicator certification and conformance with other Federal and State laws.
- b. The storage shed located in the Leased Premises, as depicted on Exhibit B, may continue to be used in support of gardening activities. Any change to the structure or location of the storage shed shall be subject to the prior written approval of the CDA.
 - c. No additional improvements shall be made upon the Leased Premises, including fencing, bulletin boards, and landscaping without the specific written permission of the Housing Unit Director of the CDA. The CDA specifically reserves the right to require additional insurance and/or performance bonds in the event of planned improvements to the Leased Premises.
 - d. 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, the Lessee shall not be required to mow perennial or biennial garden 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 CDA reserves the right, in its sole discretion, to disallow this practice at any time upon written notice to the Lessee.
 - e. The Lessee agrees to hold the CDA and the City of Madison harmless for any disruption to the Lessee's use of the Leased Premises and for any damages to the Lessee's plantings or other personal property on the Leased Premises which may result from work by the CDA, City of Madison, or their agents related to public improvements or facilities, mowing within or adjacent to the Leased Premises, or storm water flooding or overflow.
 - f. The Lessee shall submit a written report providing names and addresses of the individuals utilizing and participating in the Leased Premises to the CDA Housing Site Manager at the Leased Premises by October 1 of each year during the term of this Lease.

- g. The Lessee shall be permitted to place compost bins at a location designated by the CDA. The type of bins to be used shall be subject to the CDA's prior written approval.
- h. There shall be no expansion of the Leased Premises without the mutual written agreement of the Parties detailing any changes in size or location.
- i. The Lessee shall be permitted to test soil within the Leased Premises for the following: soil pH, organic matter, phosphorus, potassium, calcium, magnesium, boron, zinc, manganese, and sulfur-sulfate.
- j. Lessee's Responsibilities.
 - (1) The Lessee, or Lessee's designee, shall pay all costs associated with operating and maintaining the Leased Premises, including but not limited to all water, sewer, stormwater and any other utility charges billed to the Leased Premises.
 - (2) The primary purpose of the community gardening activities within the Leased Premises is to provide self-help gardening activities for and by the residents of the CDA-owned Truax Park Apartments and the Wright Street Townhouses, with a secondary purpose of providing gardening opportunities for the public. Therefore, in recruiting participants and assigning garden plots, the Lessee shall give preference to CDA residents, with any unassigned plots made available to other neighborhood residents.

11. Termination.

- a. The CDA 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 CDA'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 CDA 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 CDA hereunder shall be repaid by the Lessee to the CDA upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.

Failure of the CDA 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 CDA 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 CDA sixty (60) days written notice and by complying with Paragraphs 12, 13, 14 and 15.

12. Right to Discontinue Use. In the event this Lease is amended to include any new Garden Areas, and subsequently the Lessee desires to discontinue use of a specific Garden Area, or if the CDA determines that it needs a specific Garden Area for a public purpose, the Parties 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 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 CDA 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 CDA 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 CDA; 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 CDA may cause the removal and restoration to be accomplished at the Lessee's expense and with no liability or cost to the CDA. The CDA 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 CDA, the City of Madison, and their 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 CDA, the City of Madison, or their 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 CDA, the City of Madison, or their officers, officials, agents, or employees.
17. Insurance. The Lessee shall carry commercial general liability insurance covering as insured the Lessee and naming the CDA and the City of Madison, their 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 CDA 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 CDA with a certificate of insurance on a form approved by the CDA, and, if requested by the City of Madison 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 CDA 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 of Madison, 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 CDA and City of Madison 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 CDA terminates this Lease pursuant to the provisions of this Lease, the Lessee hereby waives any rights against the CDA 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 of Madison 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 CDA without any deduction therefrom for any present or future estate of the Lessee, and the Lessee hereby assigns to the CDA 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 CDA, 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 CDA'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 CDA 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 CDA, 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 CDA may take such action as may be reasonably necessary to protect the CDA's interest, in addition to any other right or remedy which it may have; and any amount paid by the CDA in connection with such action shall be repaid by the Lessee to the CDA 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. If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Lease.

For the CDA: CDA of the 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
Email: acmiller@cityofmadison.com and
ores@cityofmadison.com

For the Lessee: Rooted WI, Inc.
Attention: Executive Director
517 E. Badger Rd
Madison, WI 53713
Email: gardens@rootedwi.org

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. 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.

23. Definition of CDA and Lessee. The terms "CDA" 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.
24. Authorized Agent. The City of Madison's Economic Development Division Director or the Director's designee is hereby designated as the official representative of the CDA for the enforcement of all provisions in this Lease, with authority to administer this Lease lawfully on behalf of the CDA.
25. Severability. If any term or provision of this Lease or the application thereof to the CDA 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 CDA 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.
26. 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.
27. 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.
28. Subordination.
 - a. This Lease is subordinate to rights and privileges granted by the CDA 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 CDA 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.
29. Right of Entry. The CDA 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.
30. 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.
31. No Waiver. Failure or delay on the part of either the Parties 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.
32. 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.
33. As Is, Where Is. The CDA leases the Leased Premises to the Lessee in “as is”, “where is” condition with all faults and CDA makes no representations or warranties, either express or implied, as to the condition of the property or any improvements thereon, as to the suitability or fitness of the property or any improvements thereon, as to any law, or any other matter affecting the use, value, occupancy, or enjoyment of the property, or, except as set forth elsewhere herein, as to any other matter whatsoever.
34. Entire Agreement. All terms and conditions with respect to this Lease are expressly contained herein, and the Parties agree that neither the CDA 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.

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

ROOTED WI, INC.

By: _____
Ginny Hughes, Interim Co-Executive Director

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2025, the above named Ginny Hughes, Interim Co-Executive Director of Rooted WI, Inc., a Wisconsin non-stock corporation, and known to me to be the person who executed the above and foregoing instrument and acknowledged that they executed the foregoing instrument in such capacity as the deed of Rooted WI, Inc., by its authority.

Notary Public, State of Wisconsin

Print or Type Name
My Commission expires: _____

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON**

By: _____
Claude Gilmore, Chair

By: _____
Matt Wachter, Secretary

AUTHENTICATION

The signatures of the above-named Claude Gilmore, Chair of the Community Development Authority of the City of Madison, and Matthew Wachter, Executive Director of the Community Development Authority of the City of Madison, are authenticated on this ____ day of _____, 2025.

Doran Viste, Assistant City Attorney
Member of the Wisconsin Bar

Execution of this Lease by the Community Development Authority of the City of Madison is authorized by CDA Resolution No. _____, File ID No. _____, approved by the Board of the Community Development Authority of the City of Madison on _____, 2025.

Drafted by the City of Madison Office of Real Estate Services

Project No. 10747

EXHIBIT A

Legal Description of the Leased Premises

Truax Park Garden

A garden site of approximately 23,700 square feet surrounded by a fence, together with a two-foot wide perimeter surrounding the outside of the fence, and an adjacent area of approximately 288 square feet for a garden shed, all located within a larger parcel of land more particularly described as follows:

Lot 5, Truax Phase 2, located in the Northeast $\frac{1}{4}$ of Section 32, Town 8 North, Range 10 East, City of Madison, Dane County, Wisconsin.

Tax Parcel No: 251-0810-321-0806-2 (1605 Wright St.)

EXHIBIT B

Leased Premises

