

EXHIBIT - LEASE

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

This Lease is entered into as of May 1, 2023, by and between the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin (the “City”), and the **Board of Regents of the University of Wisconsin System** (the “Lessee”).

WITNESSETH:

WHEREAS, the City is the owner of the multiple public park sites described in attached Exhibit A; and

WHEREAS, the City and the Lessee are parties to that certain Lease dated May 1, 2017, and recorded July 16, 2018, with the Dane County Register of Deeds as Document No. 5425440, as renewed by First Notice of Lease Renewal dated May 31, 2019, and recorded June 6, 2019, with the Dane County Register of Deeds as Document No. 5493677, and as renewed by Second Notice of Lease Renewal dated October 5, 2021, and recorded October 15, 2021, with the Dane County Register of Deeds as Document No. 5780278 (collectively, the “Old Lease”); and

WHEREAS, the Lessee has continued to occupy the Leased Premises, as defined in the Old Lease, in hold over status since the Old Lease’s final renewal term expired on April 30, 2023; and

WHEREAS, the City and the Lessee have agreed to formally terminate the Old Lease, and to enter into this Lease.

NOW, THEREFORE, it is mutually agreed as follows:

1. Leased Premises. The City hereby leases to the Lessee portions of the various public park parcels described and identified on attached Exhibit A and depicted on attached Exhibit B, which exhibits are attached and made part of this Lease. The individual parcels are hereinafter referred to as “Site 1 – Marshall Park, Site 2 – Wingra Park, Site 3 – Tenney Park, and Site 4 – James Madison Park” and also generally as a “Site” and collectively as the “Leased Premises.”
2. Term. This Lease shall be for a term of two (2) years, subject to early termination pursuant to the terms of this Lease. This Lease shall commence as of May 1, 2023 (the “Effective Date”) and expire on April 30, 2025. The term “Lease Year” shall mean a full one (1) year period. The first Lease Year shall begin on the Effective Date. Each succeeding Lease Year shall begin on the anniversary of the Effective Date.
3. Renewal. This Lease may be renewed for two (2) subsequent two (2) year terms upon

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

Tax Parcel Nos.: 251-0709-281-1620-5
251-0709-073-0099-4
251-0709-133-1201-6
251-0709-124-1101-7

agreement of the parties as to the terms of the renewal, including, but not limited to, the particular Sites and locations therein. Rent during any renewal terms shall be subject to adjustment as set forth in Paragraph 5. If the Lessee desires to renew this Lease, the Lessee must give notice to the City, as specified in Paragraph 25, a minimum of ninety (90) days prior to the expiration of the term or renewal term then in effect. Following receipt of such notice, the City shall provide notice to the Lessee of its approval or denial of the Lessee’s request for renewal. If the City does not assent to a renewal notice pursuant to this Paragraph within thirty (30) days after receipt of such notice, renewal shall be deemed denied.

4. **Rent.** The Lessee shall pay annual rent of One Thousand Seven Hundred and no/00 Dollars (\$1,700.00) for Lease Year One, with annual rent to be adjusted as detailed in Paragraph 5. The first payment shall be due at the time of execution of this Lease and subsequent payments shall be due each successive year on or before the anniversary of the Effective Date of each year this Lease is in effect, with no proration of the rent for any partial year this Lease may be in effect. All payments are to be made payable to the City Treasurer, and sent or personally delivered to the Economic Development Division at the address specified in Paragraph 25.
5. **Rent Adjustments.** If this Lease is renewed pursuant to Paragraph 3, rent shall increase by five percent (5.0%) every two (2) years. Rent due for each Lease Year shall be as follows:

Lease Year	Dates	Annual Rent
Lease Year Two	5-1-2024 - 4-30-2025	\$1,700.00
Lease Year Three	5-1-2025 - 4-30-2026	\$1,785.00
Lease Year Four	5-1-2026 - 4-30-2027	\$1,785.00
Lease Year Five	5-1-2027 - 4-30-2028	\$1,874.25
Lease Year Six	5-1-2028 – 4-30-2029	\$1,874.25

6. **Use.** The Lessee shall have the right to place and use certain improvements at each Site (the “Permitted Improvements”), as described in attached Exhibit C.
7. **Hold Over.** In the event the Lessee shall continue to occupy or use the Leased Premises after the expiration of this Lease or any extension thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided except that rent equal to one-twelfth (1/12) of the annual rent shall be paid monthly in advance, and in no event shall the tenancy be deemed to be year to year.
8. **General Conditions.**
 - a. The permitted hours of use shall be the hours each particular public park is open to the public, as established by City of Madison General Ordinance Section 8.21.
 - b. The Lessee shall in no way encumber, or allow to be encumbered, the City’s title to the Leased Premises.
 - c. No permanent improvements are to be placed at any Site by the Lessee without the prior written approval from the Parks Department and at the Lessee’s sole cost and expense. Any permanent improvements shall be subject to Paragraph 22 of this Lease.

- d. If the Lessee causes damage, as determined by the Parks Department, to any Site it shall be the Lessee's sole responsibility to restore and repair said damage. If the Lessee fails to repair such damage, it will constitute a default under this Lease.
 - e. The Lessee shall comply with all reasonable requests of the Parks Department to temporarily remove personal property and Permitted Improvements from the Leased Premises. The Lessee and the Parks Department shall work together to find a temporary location for the Lessee to utilize.
9. Special Conditions. The Lessee's use and occupancy of each particular Site shall be subject to the special conditions set forth in Exhibit C.
10. Assignment and Subletting. The Lessee shall not assign this Lease nor sublet the Leased Premises, or any portion thereof, without the prior written consent of the City, which consent the City may withhold at its sole discretion.
11. Maintenance. The Lessee shall, at its own expense, keep and maintain the Leased Premises and Permitted Improvements in a safe and 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, general repairs, and removal of garbage and debris.
12. Construction. No construction, modification, improvement, alteration, redecoration, or remodeling of the Leased Premises shall be undertaken without prior written approval of the City's Parks Superintendent. Any such construction, modification, improvement, alteration, redecoration, or remodeling shall remain for the benefit of the City, unless otherwise provided in such written approval. In all cases, the Lessee is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any construction activity.
13. Liens.
- a. The Lessee shall not suffer or permit any construction or mechanics' lien to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, nor against the Lessee's leasehold interest in the Leased Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Leased Premises or any part thereof through or under the Lessee; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Leased Premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any construction or mechanics' lien against the fee of the Leased Premises. If any such lien is filed, the Lessee shall immediately cause the same to be discharged or released or shall upon request provide adequate and acceptable security or bond to protect the City's interest.
 - b. If any such construction or mechanics' lien shall at any time be filed against the Leased

Premises, the Lessee covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and that it will hold the City free and harmless of and from any and all liability to any contractor, subcontractor, materialman, laborer or any other person relating to or arising because of any improvements or alterations on or to the Leased Premises, and that it will also defend on behalf of the City, at the Lessee's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgment entered therein. Upon the Lessee's failure to do any of the foregoing things, the City may take such action as may be reasonably necessary to protect the City's interest, in addition to any other right or remedy which it may have; and any amount paid by the City in connection with such action shall be repaid by the Lessee to the City upon demand together with interest thereon at the rate of twelve percent (12%) per annum.

14. Taxes and Assessments. The Lessee shall be responsible for all property taxes that accrue to the Leased Premises. The City shall be responsible for all personal property taxes, assessments and special assessments that accrue to the Leased Premises.
15. Hold Harmless. During the term of this Lease, the Lessee agrees to hold harmless the City of Madison and its employees, agents, officers, and officials from any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property, based on the acts or omissions of the Lessee, its officers, officials, employees, or agents while acting within the scope of their employment or agency, consistent with sections 895.46(1) and 893.82 of the Wisconsin Statutes. It is not the intent of either party to this Lease to waive the provisions of Wis. Stats. Sec. 893.80 or 893.82 or any other applicable immunity, protections, or limitations of liability applicable to either party which may be provided by law.
16. Insurance. The Lessee, an agency of the State of Wisconsin, provides liability coverage for its officers, agents, officials and employees consistent with Section 895.46(1) and 893.82 of the Wisconsin Statutes. The Lessee's employees who participate in the activities resulting from this Lease are employees of the State of Wisconsin. Although the liability coverage provided by the State of Wisconsin under Wis. Stats. Sec. 895.46(1) is self-funded, unlimited, and continuous, it is subject to the damage cap in Wis. Stats. Sec. 893.82(6). Such liability coverage includes, but is not limited to claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damage to persons or property arising out of this Lease and founded upon or growing out of the acts or omissions of any of the employees of the Lessee while acting within the scope of their employment where protection is afforded by Sections 893.82 and 895.46(1) of the Wisconsin Statutes. The Lessee shall provide a copy of its standard coverage letter to the City upon request.
17. Compliance. The Lessee shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Leased Premises. The Lessee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Lessee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions

taken by any lawful governmental authority with respect thereto.

18. Subordination.

- a. This Lease is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the Leased Premises.
- b. The Lessee shall subordinate its rights in this Lease, without compensation, at the request of the City to provide rights, privileges, easements and rights-of-way for all current or future public and private utilities across or along the Leased Premises provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the Leased Premises under the terms of this Lease.

19. Right of Entry. The City or its representatives shall have the right to enter upon the Leased Premises at any reasonable time for the following purposes:

- a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this Lease or in the exercise of its municipal powers.
- b. For the purpose of performing work related to any public improvement provided that the City or its representatives restore the Leased Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement. The Lessee agrees to waive any loss of access which may occur during the period of installation of the public improvement.

20. Termination.

- a. The City shall have the right, at its sole option, to declare this Lease void, terminate the same, reenter and take possession of the Leased Premises under the following conditions:
 - 1) By giving the Lessee a minimum of thirty (30) days' written notice of termination, upon or after any one of the following events:
 - i. The filing by the Lessee of a voluntary petition in bankruptcy.
 - ii. The institution of proceedings in bankruptcy against the Lessee and the adjudication of the Lessee as bankrupt pursuant to such proceedings.
 - iii. The taking by a court of competent jurisdiction of the Lessee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.
 - iv. The appointment of a receiver of the Lessee's assets.
 - v. The divestiture of the Lessee's estate herein by other operation of law.
 - vi. The abandonment by the Lessee of the Leased Premises.
 - vii. The use of the Leased Premises for an illegal purpose.

- viii. The failure of the Lessee to pay when due any rent or any other monetary sums due pursuant to the terms of this Lease.
- ix. In the event the Lessee defaults in the performance of any other term or condition of this Lease.

The termination shall not be effective, if within such thirty (30) day period, the event giving rise to the City's right to terminate ceases to exist. In the event of a breach of a term, covenant or condition of this Lease which requires more than the payment of money to cure and which cannot, because of the nature of such default, be cured within said thirty (30) days, then the Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Lessee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of termination under this Subparagraph, any prepaid rent shall be retained by the City.

- 2) In the event that the Lessee fails to maintain insurance as required by this Lease, the City may elect to: (a) immediately terminate this Lease and cause the removal of all personal property installed upon the Leased Premises at the sole expense of the Lessee; or (b) purchase or pay for any insurance coverage required by this Lease and charge the Lessee the cost of same as additional rent. Any amount paid by the City hereunder shall be repaid by the Lessee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum. In the event of termination under this Subparagraph, any prepaid rent shall be retained by the City.
- 3) By giving the Lessee a minimum of thirty (30) days written notice of termination in the event the Lessee defaults in the performance of any term or condition of this Lease other than those as set forth in Subparagraphs 20.a.(1) and 20.a.(2). Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty (30) days, then the 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. In the event of termination under this Subparagraph, any prepaid rent shall be retained by the City.
- 4) By giving the Lessee a minimum of one hundred eighty (180) days written notice of termination in the event the Leased Premises, at the sole discretion of the City of Madison, are desired for any public use or purpose. In the event of termination under this Subparagraph, any rent that has been prepaid for the period following the date of the Lessee's vacation of the Leased Premises shall be prorated on a per diem basis and refunded to the Lessee.
- 5) If the whole or any part of the Leased Premises shall be taken by Federal, State, county, city, or other authority for public use, or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of the Leased Premises, or any part thereof, the term hereby granted and all rights of the Lessee

hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefor except that the rent shall be adjusted as of the date of such termination of this Lease.

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

- b. The Lessee shall have the right, at its sole option, to terminate this Lease by giving the City a minimum of one hundred eighty (180) days written notice of termination and by complying with Paragraphs 21 and 22. In the event of termination under this Subparagraph, any rent that has been prepaid for the period following the date of termination shall be prorated on a per diem basis and refunded to the Lessee.
21. Rights Upon Expiration or Termination. Upon the expiration or termination of this Lease for any cause, the Lessee's rights in the Leased Premises shall cease, and the Lessee shall immediately surrender the Leased Premises, subject to the provisions of Paragraph 22.
22. Restoration of Leased Area. Upon the expiration or termination of this Lease, pursuant to Paragraph 20, the Lessee, at the Lessee's cost, shall remove from the Leased Premises the Lessee's personal property and Permitted Improvements installed by the Lessee. The Lessee shall also restore the Leased Premises to a condition equivalent to that which existed prior to the date that the Lessee first occupied the Leased Premises. Removal and restoration shall be accomplished on or before termination of this Lease. The expiration or termination of this Lease shall not become effective until removal and restoration has been accomplished to the satisfaction of the City; however, during such removal and restoration period the Lessee's right to use the Leased Premises shall be allowed. 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 requirement if, at its sole discretion, it so chooses.
23. 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.
24. Authorized Agent. The City's Economic Development Division Director or the Director's designee is hereby designated as the official representative of the City for the enforcement of all provisions of this Lease, with authority to administer this Lease lawfully on behalf of the City.
25. Notices. All notices to be given under the terms of this Lease shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below. If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Lease.

For the City: City of Madison
 Economic Development Division
 Office of Real Estate Services

Attn: Manager
P. O. Box 2983
Madison, WI 53701-2983
Email: acmiller@cityofmadison.com and
ores@cityofmadison.com

For the Lessee: University of Wisconsin – Madison
Facilities Planning & Management
Attn.: Real Estate Development and Administration
21 North Park St, Room 6101
Madison, WI 53715
Email: eleanor.wu@wisc.edu and uwleasing@fpm.wisc.edu

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

26. Non-Discrimination.

- a. In connection with the performance of work under this Lease, the City agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the City further agrees to take affirmative action to ensure equal employment opportunities. The City agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.
- b. City is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the rent is fifty thousand dollars (\$50,000) or more per year and the City employs fifty (50) or more employees. The City must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the Board of Regents of the University of Wisconsin System, at the address listed in Paragraph 25. Instructions and technical assistance in preparing the plan are available from the Board of Regents of the University of Wisconsin System. Failure to comply with the conditions of this Paragraph 26 may result in the Lease being declared “Null and Void,” the City being declared “ineligible,” or the withholding of rental payment until such time, as the above cited plan is accepted.
- c. Pursuant to 2019 Wisconsin Executive Order 1, City agrees it will hire only on the basis of merit and will not discriminate against any persons performing under a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

27. Accessibility. The Leased Premises shall conform where applicable to Chapter SPS 361.05 of the Wisconsin Administrative Code, Madison General Ordinances Section 39.05, and the

Americans with Disabilities Act, regarding accessibility, with all costs of compliance to be paid by the Lessee.

28. Signs. Any signs on the Leased Premises shall be in conformity with the provisions of Chapter 31, Street Graphics Control, Madison General Ordinances. Any signs are subject to approval in writing by the Parks Superintendent or designee. Signage for advertising purposes shall not be permitted.
29. Severability. If any term or provision of this Lease or the application thereof to the City or the Lessee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to the City or the Lessee or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.
30. 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.
31. 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.
32. Lessee Waivers of Eminent Domain Benefits and Award.
 - a. In the event of the Lessee's vacation of the Leased Premises or if the City terminates this Lease pursuant to the provisions of this Lease, the Lessee hereby waives any rights against the City that may be construed to accrue to the Lessee, its successors and assigns, by provisions of Section 32.19 of the Wisconsin Statutes, as amended.
 - b. In the event the City condemns the Lessee's interest in the Leased Premises, the Lessee agrees that the award, including damages, for all of its interests shall be Zero Dollars (\$0), and further waives all relocation benefits of every kind and nature.
 - c. In the event the Leased Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purposes by any authority in condemnation proceedings or by any right of eminent domain, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of the leasehold, reversion and fee, shall belong to the City without any deduction therefrom for any present or future estate of the Lessee, and the Lessee hereby assigns to the City all of its right, title and interest to any such award. However, the Lessee shall have the right to recover from any condemning authority, other than the City, such compensation as may be separately awarded to the Lessee for moving and relocation expenses.

33. 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 hereto, whether or not a hard copy is also delivered. Copies of this Lease, fully executed, shall be as valid as an original.
34. Public Record. This Lease will be recorded at the office of the Dane County Register of Deeds after it is executed by the parties.
35. Funding. This Lease is subject to the availability of funds for payment of rentals in accordance with Article VIII, Section 4 of the Wisconsin Constitution.

Signatures begin on following page.

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

**BOARD OF REGENTS OF THE UNIVERSITY OF
WISCONSIN SYSTEM**

By: _____
Signature

Robert Cramer – Vice Chancellor for Finance and Administration
UW-Madison

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this ____ day of _____, 2023, _____,
acting on behalf of the Board of Regents of the University of Wisconsin System, known to be the
persons who executed the above foregoing instrument and officers of said corporation, and
acknowledged that they executed the foregoing instrument as such officers as the deed of said
corporation by its authority.

Notary Public, State of Wisconsin

Nancy K. Lynch

Print or type name
My Commission: _____

CITY OF MADISON

By:

Satya Rhodes-Conway, Mayor

By:

Maribeth L. Witzel-Behl, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this ___ day of _____, 2023.

Doran Viste, Assistant City Attorney
Member of the Wisconsin Bar

Approved

Date

Approved

Date

David Schmiedicke, Finance Director

Eric Veum, Risk Manager

Approved as to Form

Michael Haas, City Attorney

Execution of this Lease is authorized by Resolution Enactment No. _____, File ID No. _____, adopted by the Common Council of the City of Madison on _____, 2023.

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

Project No. 11345

EXHIBIT A (page 1 of 2)

Legal Descriptions of the Sites

Site 1—Marshall Park

The approximately 110 feet of shoreline along Lake Mendota, as shown on attached Exhibit B page 1, together with the riparian rights associated with the Site, together with those areas as depicted on Exhibit B, Page 1 as “Leased Premises: Boat Storage”, including the 3,800 square feet of unimproved Middleton Beach Road right-of-way lying south of the jurisdictional line with the City of Middleton.

The Site is located within Marshall Park, a public park located in the SW 1/4 of Section 7, T7N, R9E, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Part of Outlots 24 and 40 of Town of Middleton Assessor’s Plat #1, and part of Blocks 1, 2 and 3, Forest Harbor, and part of vacated Harbor Circle and vacated Maloof Road, more particularly described as follows:

Commencing at the Southwesterly corner of Section 7, T7N, R9E; thence N00°08’E, 79.5 feet; thence S75°50’48”W, 469.15 feet to the Easterly line of Overlook Pass; thence N07°40’30”W, 361.26 feet to the point of beginning; thence N58°15’50”E, 374.7 feet; thence N17°55’40”W, 109.08 feet; thence N06°47’45”E, 159.57 feet; thence N49°03’ 23”E 203.13 feet; thence N67°37’04”E, 211.77 feet; thence N67°37’04”E, 52 feet, more or less, to the shore of Lake Mendota; thence Northwesterly along the lake shore to a point on the Southeasterly Corner of Oak Beach Plat; thence N88°02’W, 861.73 feet to the Easterly line of Allen Boulevard; thence S04°17’E, 921.73 feet to a point of curve; thence on a curve to the right, with a radius of 1015 feet and a long chord bearing S00°03’E, 149.85 feet; thence N82°52’48”E, 175.75 feet to the West line of Outlot 42, Town of Middleton Assessor’s Plat No. 1 extended Northerly; thence S07°07’12”E, 200 feet to the Northwesterly corner of said Outlot 42; thence N82°52’48”E, 119 feet; thence S07°40’30”E, 225.14 feet to the point of beginning, except Middleton Beach Road and also except that property described in Quit Claim Deed recorded as Document No. 3115687.

Tax Parcel No: 251-0709-073-0099-4

EXHIBIT A (page 2 of 2)

Site 2 – Wingra Park

The approximately 144 square feet of shoreline along Lake Wingra, as shown on attached Exhibit B, page 2, together with the riparian rights associated with the Site, together with the approximately 3,600 square feet of land shown on attached Exhibit B, page 2 as “Leased Premises: Boat Storage.”

The Site is located within Wingra Park, a public park more particularly described as follows:

Part of Government Lot 1 (fractional East 1/2 of Northeast 1/4) of Section 28, T7N R9E; City of Madison, Dane County, Wisconsin.

Tax Parcel No.: 251-0709-281-1620-5

Site 3 – Tenney Park

The approximately 1,500 square feet of land located in Tenney Park as shown on attached Exhibit B, Page 3 as “Leased Premises: Boat Storage.”

The Site is located in Tenney Park, a public park more particularly described as follows:

Part of Lots 41-52 inclusive, Addition to Willow Park (Document No. 246474), City of Madison, Dane County, Wisconsin.

Tax Parcel No.: 251-0709-124-1101-7

Site 4 – James Madison Park

The approximately 1,500 square feet of land located in James Madison Park as shown on attached Exhibit B, Page 4 as “Leased Premises: Boat Storage.”

This Site is located in James Madison Park, a public park more particularly described as follows:

Lots 1-6 inclusive, Block 260, Original Plat of Madison, being located in the SW 1/4 and NW 1/4 of Sec. 13, T7N, R9E.

Tax Parcel No.: 251-0709-133-1201-6

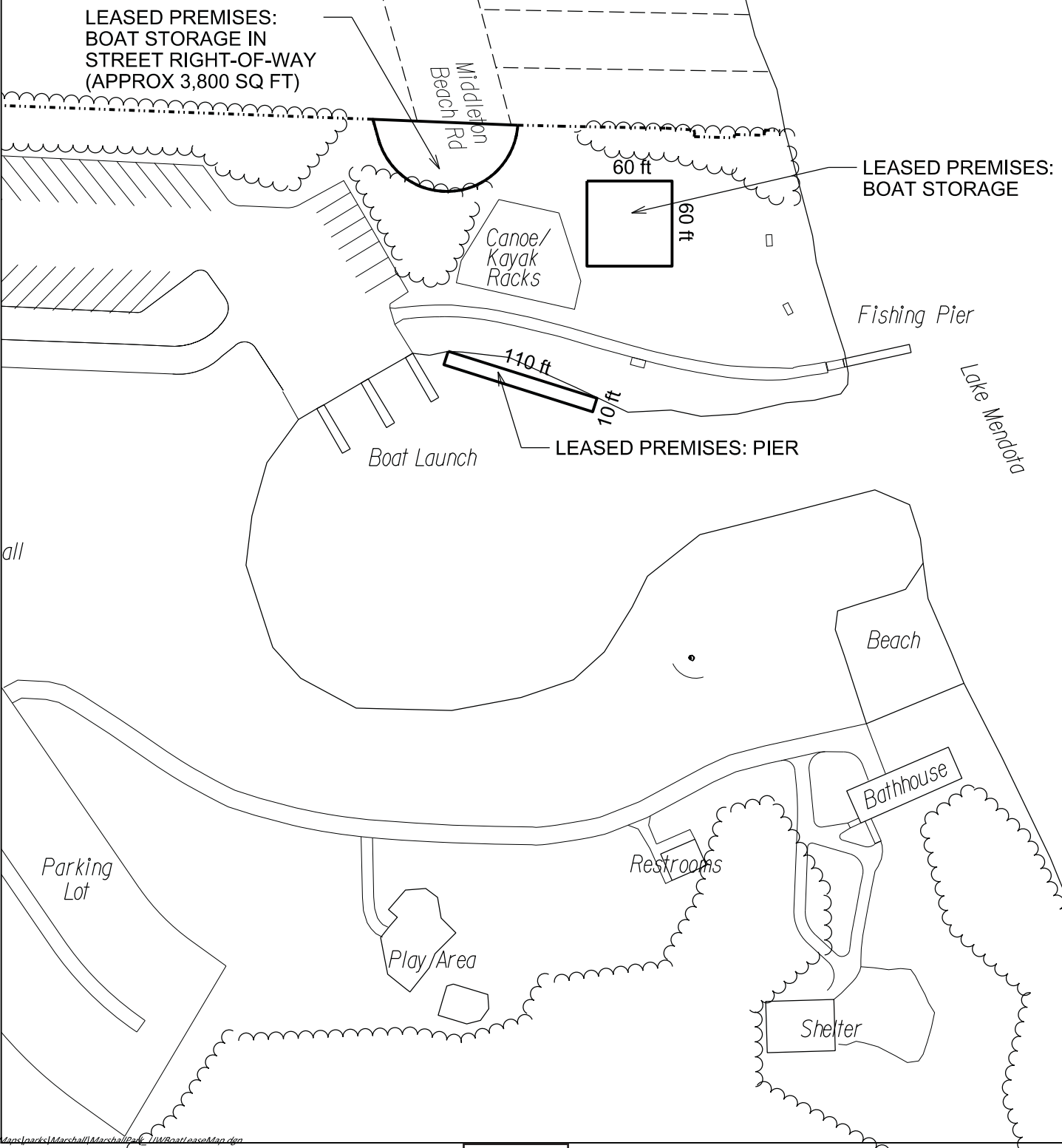
EXHIBIT B

UW-Madison Boat Lease
 Marshall Park
 2101 Allen Blvd, Madison
 Prepared 8/31/2017

City of Madison
 Dept. of Public Works - Parks Div.
 City-County Building, Suite 104
 210 Martin Luther King Jr. Blvd.
 Madison, WI 53703

Graphical Scale
 0 100 ft

play
MADISON
PARKS



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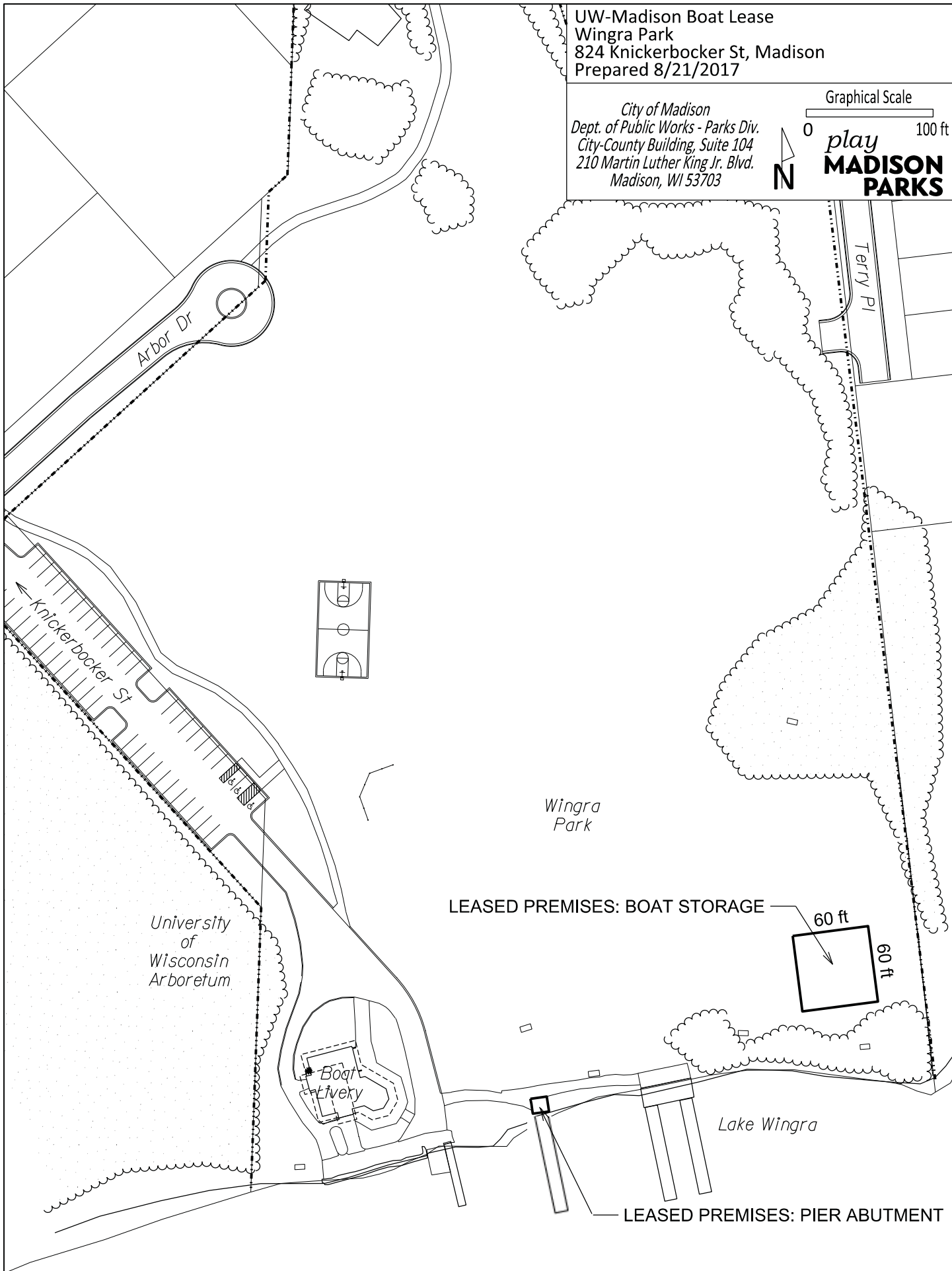
Exhibit B

UW-Madison Boat Lease
Wingra Park
824 Knickerbocker St, Madison
Prepared 8/21/2017

City of Madison
Dept. of Public Works - Parks Div.
City-County Building, Suite 104
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

Graphical Scale
0 100 ft


play
**MADISON
PARKS**



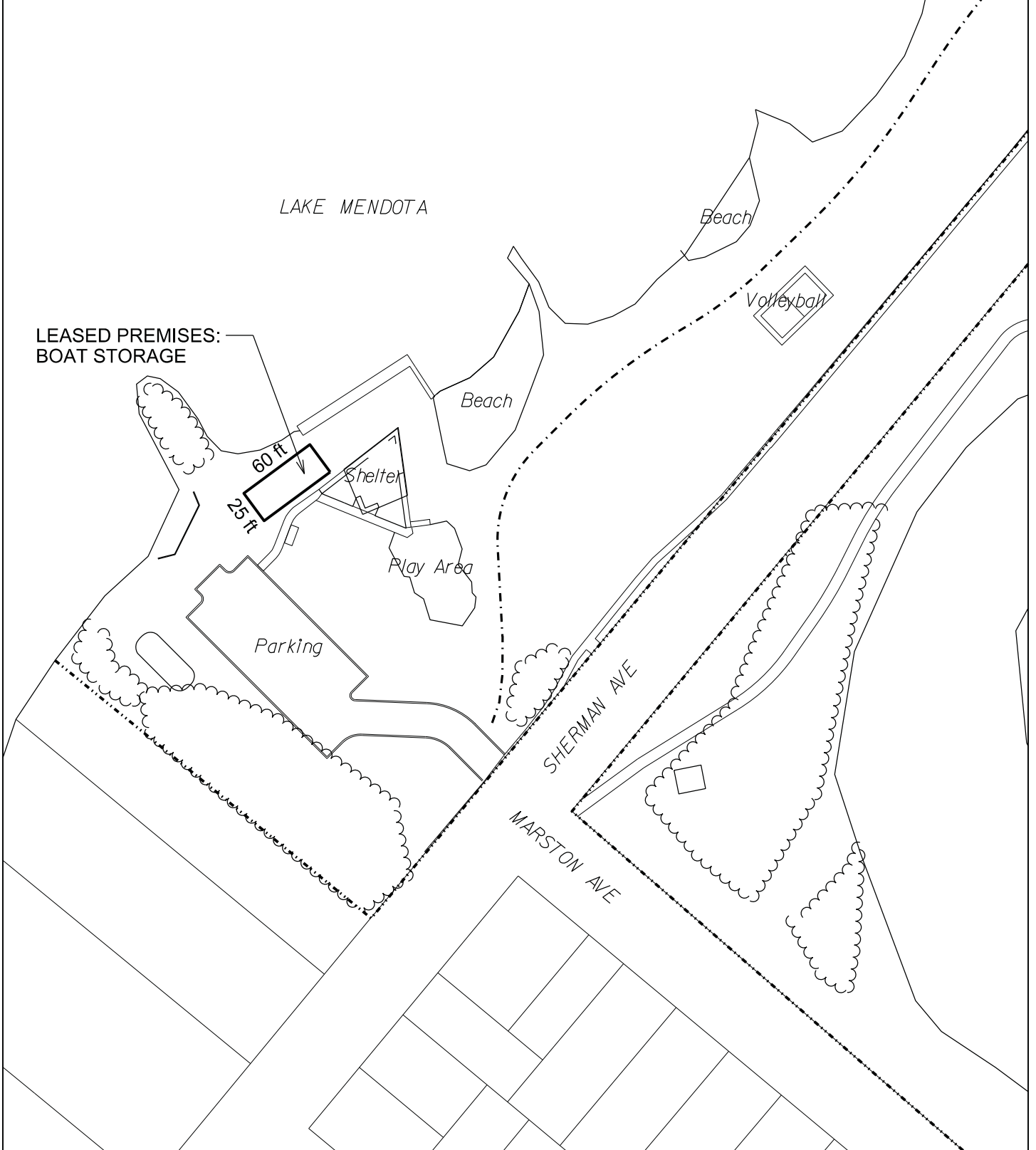
UW-Madison Boat Lease
Tenney Park
1330 Sherman Ave, Madison
Prepared 8/16/2017

City of Madison
Dept. of Public Works - Parks Div.
City-County Building, Suite 104
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

Graphical Scale
0 100 ft



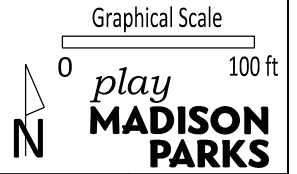
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**MADISON
PARKS**



UW-Madison Boat Lease
James Madison Park
622 E Gorham St, Madison
Prepared 8/21/2017

City of Madison
Dept. of Public Works - Parks Div.
City-County Building, Suite 104
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

Graphical Scale
0 100 ft



play
**MADISON
PARKS**

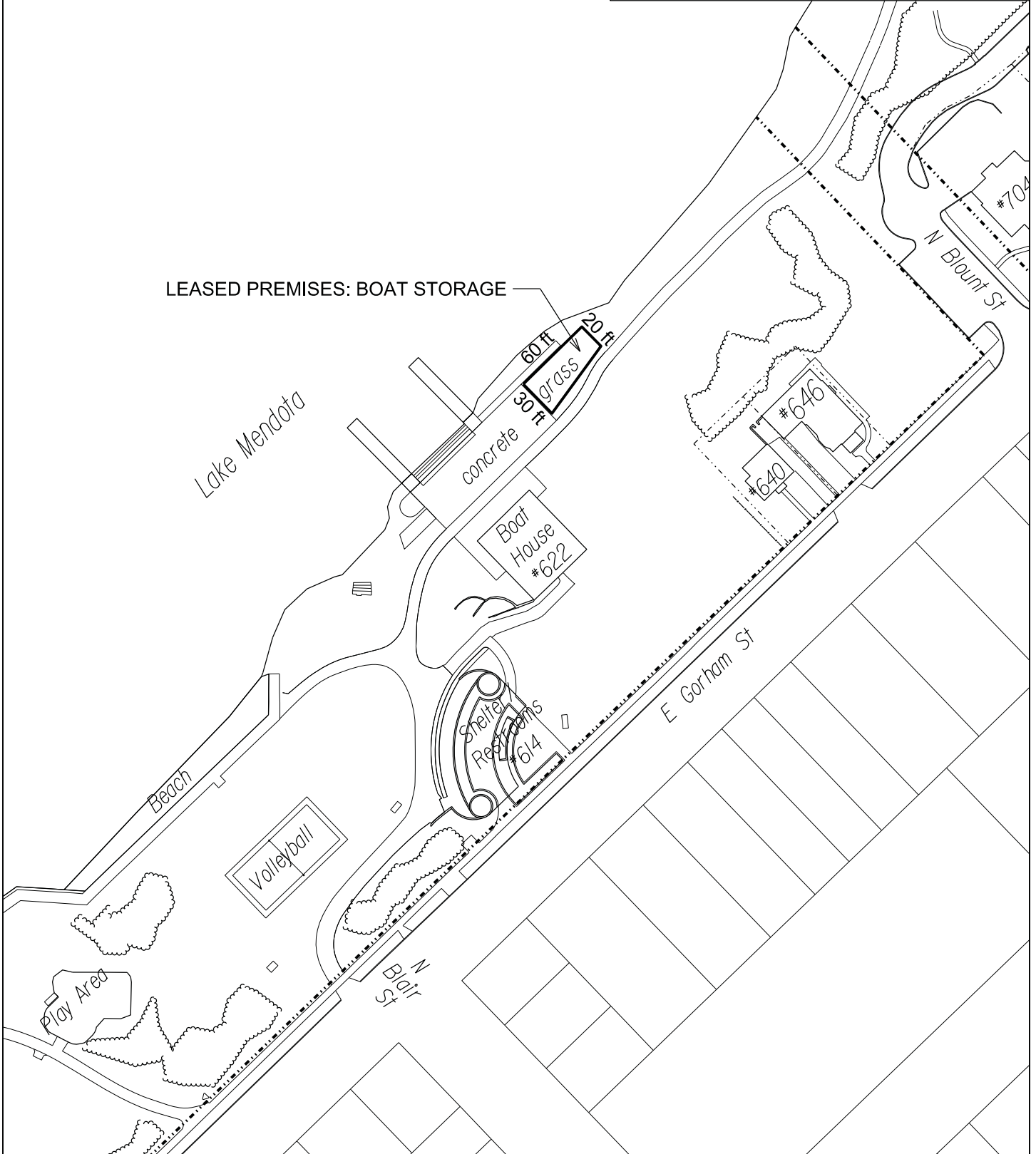


EXHIBIT C
(page 1 of 2)
Permitted Improvements and Special Conditions

Site 1 – Marshall Park

1. Permitted Improvements and use for this Site shall consist of the following:
 - a. The existing, approximately 1,100 sq. ft. pier (“Pier”) along the lakeshore within Marshall Park at the location shown on Exhibit B, page 1. The Pier is owned by the Lessee but shall be available for public use.
 - b. Storage racks shall be permitted at the Lessee’s sole cost and expense, within the locations shown on Exhibit B, page 1 marked as “Boat Storage.”
 - c. Any other improvement approved in writing by the Parks Department.
 - d. The Lessee shall have the non-exclusive use of a portion of Marshall Park to temporarily store rowing shells in the area depicted on Exhibit B, page 1.
2. The Pier shall be removed at the end of each rowing season before the lake freezes. During such periods when the Pier is not in use, it shall be stored or relocated off-premises. In no event shall the Lessee be permitted to store the Pier within the Leased Premises or within any other area of Marshall Park. The Lessee is responsible for the removal and replacement of the pier.

Site 2 – Wingra Park

1. Permitted Improvements and use for this Site shall consist of the following:
 - a. A pier (“Pier”) attached to the Pier Abutment as depicted on Exhibit B, page 2. The Pier shall be owned by the Lessee but shall be available for public use.
 - b. Storage racks shall be permitted at the Lessee’s sole cost and expense, subject to the Parks Department’s prior written approval of plans and specifications therefor.
 - c. Any other improvement approved in writing by the Parks Department.
 - d. The Lessee shall have the non-exclusive use of a portion of Wingra Park to temporarily store rowing shells in the area depicted on Exhibit B, page 2.
2. The Pier shall be removed at the end of each rowing season before the lake freezes. During such periods when the Pier is not in use, it shall be stored or relocated off-premises. In no event shall the Lessee be permitted to store the Pier within the Leased Premises or within any other area of Wingra Park. The Lessee is responsible for the removal and replacement of the pier.

EXHIBIT C
(page 2 of 2)

Permitted Improvements and Special Conditions

Site 3 – Tenney Park

1. Permitted Improvements and use for this Site shall consist of the following:
 - a. Temporary storage racks shall be permitted at the Lessee's sole cost and expense, subject to the Parks Department's prior written approval of plans and specifications therefor. These racks must be removed after each use. Nothing may be stored within Tenney Park.
 - b. Any other improvement approved in writing by the Parks Department.
 - c. The Lessee shall have the non-exclusive use of a portion of Tenney Park to temporarily store rowing shells in the area depicted on Exhibit B, page 3.

Site 4 – James Madison Park

1. Permitted Improvements and use for this Site shall consist of the following:
 - a. Temporary storage racks shall be permitted at the Lessee's sole cost and expense, subject to the Parks Department's prior written approval of plans and specifications therefor. These racks must be removed after each use. Nothing may be stored in James Madison Park.
 - b. Any other improvement approved in writing by the Parks Department.
 - c. The Lessee shall have the non-exclusive use of a portion of James Madison Park to temporarily store rowing shells in the area depicted on Exhibit B, page 4.