

LEASE

This "Lease" described below is entered into this 15th day of December 2018, by and between **Insurance Building Associates Limited Partnership**, a Wisconsin limited partnership ("Lessor") and the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin ("City").

WITNESSETH:

NOW, THEREFORE, it is mutually agreed as follows:

- Building.** The Lessor's property at 119 Martin Luther King, Jr. Blvd. in Madison, Wisconsin (the "Building").
- Leased Premises.** Suite 10 within the Building (the "Leased Premises") as described in Exhibit A and depicted in Exhibit B. Leased Premises contains approximately rentable 400 square feet ("s.f."), consisting of 333 s.f. of usable space and other nonexclusive space.
- Property.** The Building and "Common Areas" as defined below, are located upon real estate ("Property") more specifically described in Exhibit A.
- Term.** The initial term ("Initial Term") of the Lease commences on December 15, 2018 ("Effective Date") and ends on December 31, 2020, unless extended by City as hereinafter provided.
- Rent.** The City shall pay to the Lessor rent for the Leased Premises in monthly installments on the first (1st) day of each month throughout the Initial Term of the Lease in the amounts described below ("Rent"). Rent for the first partial month is due by December 28, 2018:

Term	Monthly Gross Rent	Annual Gross Rent
December 15, 2018-December 31, 2018	\$ 266.13	N/A
January 1, 2019-December 31, 2019	\$ 550.00	\$ 6,600.00
January 1, 2020-December 31, 2020	\$ 566.50	\$ 6,798.00

The Lease is a gross lease; see the Lessor's Responsibilities paragraph below for details.

- Option to Renew.** If, at the end of the Initial Term of the Lease, the City is not in default under the terms and conditions of the Lease, then the City shall have three (3) options to extend the Lease for an additional term of one (1) year each (individually, "Option Term 1," "Option Term 2," and "Option Term 3"; collectively the "Option Terms"), under the same terms and conditions provided in the Initial Term of this Lease, except that Rent during any exercised Option Term shall be as follows:

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

Tax Parcel No.: 251-0709-242-0407-0

Option Term	Monthly Gross Rent	Annual Gross Rent
Option Term 1		
January 1, 2021-December 31, 2021	\$ 583.50	\$ 7,001.94
Option Term 2		
January 1, 2022-December 31, 2022	\$ 601.00	\$ 7,212.00
Option Term 3		
January 1, 2023-December 31, 2023	\$ 619.03	\$ 7,428.36

The Option Terms will automatically renew unless the City provides written notification to Lessor, at least 90 days prior to the end of the Term or preceding Option Term, that City is not exercising its otherwise-automatic option.

7. Access. The City shall have the right to access the Leased Premises twenty-four (24) hours per day, seven (7) days per week. Additionally, Lessor shall provide an HID Corporation card access system to the Building.
8. Common Areas. Lessor grants to City and the City's employees, agents, customers, invitees, vendors, licensees, and contractors the right to use, in common with all others to whom Lessor has or may hereafter grant rights to use the same, the "Common Areas" located in the Building. The term "Common Areas" is defined as the hallways, restrooms, kitchen, conference room, elevators, stairwells, and all other areas or improvements which may be provided by the Lessor for the common use or benefit of occupants of the Building. The Lessor reserves the right to control and manage the Common Areas in its sole discretion and to establish rules and regulations for the use thereof. The Lessor shall be responsible for cleaning, maintaining, lighting, heating, cooling, insuring, and repairing the Common Areas and the costs relating thereto.
9. Assignment and Subletting. City shall not assign, mortgage, pledge, sell, or in any manner transfer this Lease or any estate or interest hereunder and shall not sublet the Leased Premises or any part or parts thereof, without the prior written approval of Lessor. Notwithstanding the foregoing, City may assign this Lease or sublet the Leased Premises without Lessor's consent to another governmental agency or entity or to another similar service agency.
10. Lessor's Responsibilities.
 - a. Lessor shall pay all operating and maintenance expenses relating to the Leased Premises and Building, including but not limited to taxes, lighting, electricity, heating, air conditioning, water and sewer service, storm water/urban forestry utility charges, insurance, garbage removal, snow removal and administration.
 - b. Lessor shall at Lessor's sole cost, keep and maintain the Leased Premises in good order and condition, including the heating, ventilating and air conditioning system; the electrical, plumbing and sewer systems; water softener; water heater; window frames; windows and structural portions of the walls; all doors, door locks, and door operating devices; floor coverings; fixtures, and shall make any repairs and/or replacements required thereto.

City shall give Lessor written notice of the necessity for repairs/replacements coming to the attention of City, following which Lessor shall have a reasonable time to undertake and complete such repairs. For the purposes of so maintaining the Leased Premises, Lessor

reserves the right, upon a minimum of twenty-four (24) hours' notice and at times reasonable for City, to enter and inspect the Leased Premises and to make any necessary repairs thereto, or at any time in the event of an emergency.

- c. The Lessor shall, at the Lessor's sole cost, be responsible for any damage resulting from the negligence of the Lessor or its officers, officials, members, agents, employees, assigns, guests, invitees, sub-lessees or subcontractors. Notwithstanding the foregoing, the City shall be responsible for the cost of insuring its contents and for the cost of damage to the City's contents in the Leased Premises which would be covered by properly maintained insurance, and for the cost of repairs/replacements to the Building or Leased Premises or Common Areas caused by the sole negligence of the City or its employees.
- d. The Lessor shall, at the Lessor's sole cost, deliver the Leased Premises in broom-clean condition at the beginning of the Initial Term.
- e. The Lessor shall, at the Lessor's sole cost, pay for signage in the Building directory and for signage outside the Leased Premises.
- f. The Lessor will provide at its costs janitorial services for the Leased Premises.

11. City's Responsibilities.

- a. City shall pay for the installation, use and maintenance of all data, computer and telephone services and any other specialized equipment in the Leased Premises.

The City shall have the right to maintain and operate, at its sole cost, telecommunications cables, antennas, and related equipment (collectively the "Facilities") to serve the City's wired and/or wireless intranet, internet, communications and security networks. In connection therewith, the City may run through the Building and to the roof thereof, lines, conduits, cables, risers, and any other lines and/or equipment necessary or desirable in connection with installing and operating the Facilities. Plans and specifications for the Facilities shall be subject to the Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed.

- b. City shall be responsible for the cleaning, maintaining, and repairing of any personal property installed within the Leased Premises.

12. Liens. City shall not suffer or permit any construction lien to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, nor against City's leasehold interest in the Leased Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to City.

13. Taxes and Assessments. Lessor shall be responsible for all property taxes, assessments and special assessments that accrue to the Leased Premises. City shall be responsible for any personal property taxes levied against its personal property located in the Leased Premises.

14. Insurance by Lessor. Beginning on the Effective Date and continuing throughout the Initial Term and Option Terms, if exercised, of the Lease, Lessor shall maintain at its costs the following insurance coverages: a policy of comprehensive fire, extended coverage, vandalism, malicious mischief, and other endorsements deemed advisable by Lessor, insuring the Leased Premises and

all appurtenances thereto (excluding City's inventory, trade fixtures, furniture, furnishings, equipment and personal property) for the full insurable replacement value thereof, with such a deductible not to exceed \$10,000. Additionally, Lessor shall carry commercial general liability insurance covering as insured Lessor and naming City, its officers, officials, agents and employees as additional insureds, with a minimum limit of \$1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide 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, Lessor shall furnish City with a certificate of insurance on a form approved by City, and, if requested by the City Risk Manager, Lessor shall provide copies of additional insured endorsements or policy. If the coverage required above expires while this Lease is in effect, Lessor shall provide a renewal certificate to City for approval.

15. Insurance by City. City shall maintain, at its sole cost, throughout the Initial Term and any extensions thereof, personal property insurance in an amount to cover any and all loss or damage to City's personal property located within the Leased Premises.
16. Indemnification by Lessor. The Lessor shall be liable to and hereby 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 officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting there from, 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 Lessor and/or its officials, officers, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of the Lease, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, and employees. This paragraph shall survive termination of this Lease.
17. Compliance. Lessor shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of City, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Leased Premises. Lessor 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. Lessor agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
18. Termination.
 - a. Lessor may terminate this Lease with thirty (30) days written notice if City is in default of any of the terms or conditions of this Lease, including but not limited to the timely payment of rent, and does not correct the default within thirty (30) days of receiving written notice. In the event of a default under 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 City shall be deemed to be complying with such notice if promptly upon receipt of such notice City 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.

- b. City may terminate this Lease with thirty (30) days written notice to Lessor if Lessor is in default of any term or condition of this Lease and has not corrected said default prior to the expiration of said thirty (30) day period. In the event of a default which cannot, because of the nature of such default, be cured within said thirty (30) days, Lessor shall be deemed to be complying with such notice if promptly upon receipt of such notice Lessor 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.
 - c. In the event of any default under the terms of this Lease by either party, and in lieu of terminating this Lease as herein provided, Lessor or City may immediately or at any time thereafter, after having given the other party the requisite notice to correct the same and the time for such correction having elapsed (or without notice in case of an emergency or a hazardous condition or in case any fine, penalty, interest or cost may otherwise be imposed or incurred), cure such breach for the account and at the expense of the other party. If Lessor or City at any time, by reason of such default, is compelled to or elects to correct such default, the reasonable sum paid or incurred by such party to correct such default shall, if paid or incurred by Lessor, be deemed to be additional Rent hereunder and shall be due to Lessor on the first day of the month following payment of such respective sum, and, if paid or incurred by City, shall be deducted from City's next payment(s) of Rent. The option herein given to the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the terms and covenants herein provided to be performed by the respective parties or deprive either party of any legal rights, which may arise by reason of any default.
 - d. This Lease may be terminated by mutual written consent of Lessor and City.
19. Rights upon Expiration or Termination. Upon the expiration or termination of this Lease for any cause, City's rights in the Leased Premises shall cease, and City shall immediately surrender the Leased Premises, subject to the provisions of Paragraph 20.
20. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease, City shall remove all personal property from the Leased Premises. If City leaves any personal property in the Leased Premises, Lessor shall have the right to dispose of said property, without liability, thirty (30) days after City surrenders the Leased Premises.
21. Authorized Agent. City's Economic Development Director or the Director's designee is hereby designated as the official representative of City for the enforcement of all provisions of this Lease, with authority to administer this Lease lawfully on behalf of City.
22. Damage and Destruction. In the event the Leased Premises are damaged by any peril covered by standard policies of fire and extended coverage insurance to an extent which is less than twenty-five percent (25%) of the cost of replacement of the Leased Premises, the damage shall, except as hereinafter provided, promptly be repaired by Lessor, at Lessor's expense, but in no event shall Lessor be required to repair or replace City's inventory, trade fixtures, furniture, furnishings, equipment or personal property. In the event: (a) the Leased Premises are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Leased Premises; or (b) the Building is damaged to the extent of fifty percent (50%) or more of the cost of replacement, Lessor may elect either to repair or rebuild the Leased Premises, as the case may be, or to terminate this

Lease upon giving notice of such election in writing to City within ninety (90) days after the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenable, in whole or in part, a proportionate abatement of Rent shall be allowed until the date Lessor completes the repairs or rebuilding, and the Lease term shall be extended for a period equal to the period of repair.

23. Leased Premises Acquired by Eminent Domain. In the event of any condemnation or inverse condemnation of the Property or any part thereof, 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 Lessor without any deduction therefrom for any present or future estate of City, and City hereby assigns to the Lessor all of its right, title and interest to any such award. However, City shall have the right to recover from the condemning authority such compensation as may be separately awarded to City for moving and relocation expenses.

In the event only a part of the Leased Premises and/or the Common Areas is taken or condemned and City, in its sole discretion, determines that the part of the Leased Premises and/or Common Areas remaining is not suitable for the same purpose and with substantially the same utility to City as immediately prior to such taking, City may terminate this Lease by giving Lessor written notice of termination a minimum of thirty (30) days prior to the delivery of possession of the Leased Premises to the condemning authority.

In the event of a taking of any portion of the Leased Premises not resulting in a termination of this Lease, Lessor shall use so much of the proceeds of Lessor's award for the Leased Premises as is required therefor to restore the Leased Premises to a complete architectural unit, and this Lease shall continue in effect with respect to the balance of the Leased Premises, with a reduction of Rent in proportion to the portion of the Leased Premises taken, if any.

24. Notices. All notices to be given under the terms of this Lease shall be in writing, signed by the party giving notice, personally delivered, or sent via certified mail, proper postage affixed.

For Lessor: Insurance Building Associates Limited Partnership
Attn: Thomas Neujahr
10 East Doty Street, Suite 300
Madison, WI 53703
Email: tneujahr@uli.com

For City: City of Madison
Economic Development Division
Office of Real Estate Services
Attn.: Matt Wachter
Madison Municipal Building
P. O. Box 2983
Madison, WI 53701-2983
Email: mwachter@cityofmadison.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 shown above to which notice shall be given.


25. Non-Discrimination. In the performance of its obligations under this Lease, Lessor 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. Lessor 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. Definition of Lessor and City. The terms "Lessor" and "City" 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 successors, and assigns.
27. Quiet Enjoyment. Lessor hereby covenants and agrees that if City shall perform all of the covenants and agreements herein to be performed on City's part, City shall, at all times during the continuance hereof, have the peaceable and quiet enjoyment and possession of the Leased Premises without any manner of hindrance from Lessor or any person lawfully claiming the Leased Premises.
28. Accessibility. The Leased Premises and Common Areas shall conform where applicable to Chapter Section SPS 361.05 of the Wisconsin Administrative Code, Madison General Ordinance 39.05, and the Americans with Disabilities Act, regarding accessibility. Lessor shall be responsible for all costs of compliance for the Leased Premises and the Common Areas.
29. Hold Over. In the event City shall continue to occupy or use the Leased Premises after the expiration of this Lease or any renewal thereof, 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.
30. Entire Agreement. All terms and conditions with respect to this Lease are expressly contained herein, and the parties agree that neither Lessor nor City has made any representations or promises with respect to this Lease not expressly contained herein.
31. Severability. If any term or provision of this Lease or the application thereof to Lessor or City or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to Lessor or City or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.
32. 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.

33. Choice of Law. This Lease shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Lease that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
34. Brokerage Costs. The City is not responsible for any brokerage costs in connection with the Lease.

[Signatures on following three pages]

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

Insurance Building Associates Limited Partnership

By: ULI GP, LLC, General Partner


By: Bradley A. Binkowski, Manager

By: 
Thomas M. Neujahr, Manager

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 13th day of December, 2018, Bradley A. Binkowski, Manager of ULI GP, LLC, itself General Partner of Insurance Building Associates Limited Partnership, a Wisconsin limited partnership, known to be the person who executed the above foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited partnership, by its authority.





Notary Public, State of Wisconsin
Kayla Arnold


(Print or type name)

My Commission: expires 10/31/22

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 13th day of December, 2018, Thomas M. Neujahr, Manager of ULI GP, LLC, itself General Partner of Insurance Building Associates Limited Partnership, a Wisconsin limited partnership, known to be the person who executed the above foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited partnership, by its authority.





Notary Public, State of Wisconsin
Kayla Arnold

(Print or type name)

My Commission: 10/31/22

[Signatures continued on following pages]

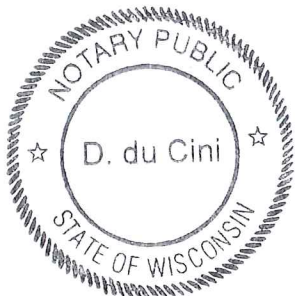
CITY OF MADISON

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

By: Lauren N. Perez for
Maribeth Witzel-Behl, City Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 13th day of December, 2018, 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.



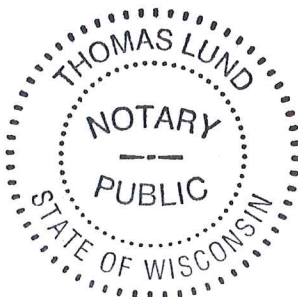
D du Cini
Notary Public, State of Wisconsin

D du Cini
(Print or type name)

My Commission: 10.20.2020

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 12th day of December, 2018, the above named Lauren N Perez for Maribeth Witzel-Behl, City Clerk 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.



Thomas Lund
Notary Public, State of Wisconsin

THOMAS LUND
(Print or type name)

My Commission: 05/24/2019

[Signatures continued on following page]

Handwritten initials

Approved:

David Schmiedicke
David Schmiedicke,
Finance Director

12/12/18
Date

Approved:

Eric Veum
Eric Veum,
Risk Manager

12/12/18
Date

Approved as to form:

Michael P. May
Michael P. May,
City Attorney

12 DEC. 2018
Date

Execution of this Lease is authorized by Resolution Enactment No. RES-18-00843, File ID No. 53835, and adopted by the Common Council of the City of Madison on December 4, 2018.

Drafted by the City of Madison Office of Real Estate Services

Project No. 11759

RAM

EXHIBIT A

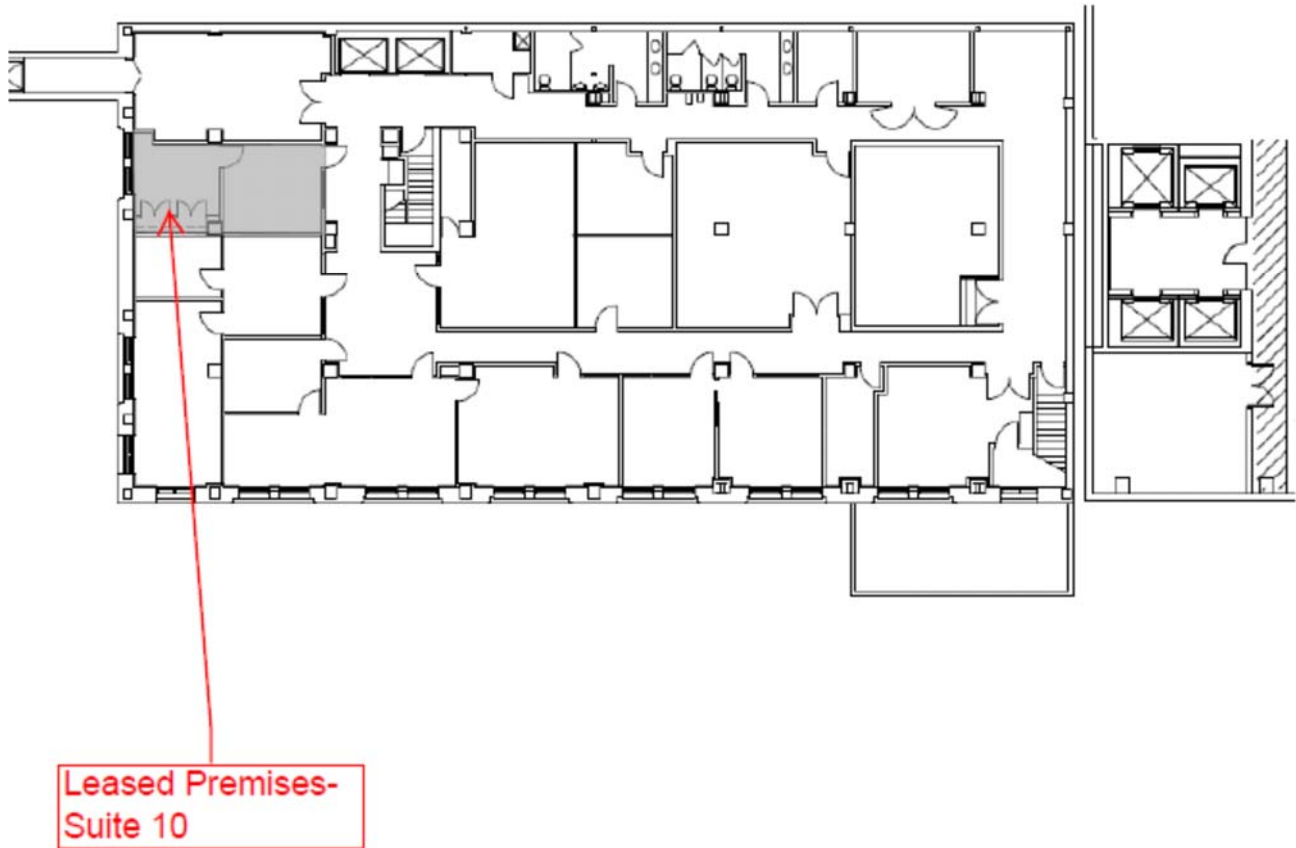
Legal Description of the Property

Real property in the City of Madison, County of Dane, State of Wisconsin, described as follows:

Part of Original Plat, Block 89, Lot Eight (8), in the City of Madison, Dane County, Wisconsin.

Tax Parcel No: 251-0709-242-0407-0

EXHIBIT B
LEASED PREMISES



Located on the Lower Level of the Building