

January 19, 2024

Ms. Heather Stouder
Director, Planning Division
City of Madison Department of Planning & Community & Economic Development
215 Martin Luther King Jr. Blvd., Suite 017
Madison, WI 53703

Letter of Intent - 5105 N Sherman Avenue

Ms. Heather Stouder:

Please find the information below along with the proposed plans and applications for City Staff, and Plan Commission review and consideration.

Owner

TPC Wisconsin
Dennis Tiziani
5000 N Sherman Ave
Madison, WI 53704

Golf Range Consultant

Steve Wenzloff
PGA Tour Design Services
1 PGA Tour Blvd
Ponte Vedra Beach, FL 32082

Civil Engineer

Snyder & Associates
Scott Anderson, P.E.
5010 Voges Road
Madison, WI 53713

Landscape Architect

Snyder & Associates
Andy Meessmann
5010 Voges Road
Madison, WI 53713

Architect

ADCI
Cole Hamilton, AIA
30 Wi Dells Parkway
Lake Delton, WI 53940

Lighting Designer

Musco Lighting
Christi Westercamp
100 1st Ave
Oskaloosa, IA 52577

Goals of the Project

Rezone TPC lands from existing Agricultural zoning to Parks and Recreation zoning. Rezone St Peter's Church lands from existing SR-C1 zoning to PR zoning. Conditional Use Permit for the operation of a golf range and practice facility with reconfigured outdoor lighting.

Introduction

Last year the Cherokee Golf Course was reconstructed and improved to current TPC golf course standards. In August of 2023, the course reopened as TPC Wisconsin. As part of this course a revamped practice range and facility will need to be constructed. The users of this facility will include TPC Member Golfers, Select local school golf teams, City of Madison Parks & Rec Junior Golf initiatives, and First Tee Junior Golf initiatives.

Project Description

The project will take the existing parcel (13.45 acres) along with a lease of lands from the St Peters Catholic Church of approximately (6.23 acres) to construct the new practice facility and golf range. At the existing northwest entry point the entryway will be relocated across from Golf

Parkway and a parking lot added. The parking lot will be used by the patrons to the existing tennis courts and reduce the reliance of street parking for use of the tennis courts. The total land area for the rezone and conditional use permit is approximately 19.68 acres.

The existing range building will be relocated to the southwest area of the property. The existing lighting would be reconfigured with new lighting to provide patrons the ability to practice after sunset. A new golf academy building will be constructed to the west of the existing range building. This new building will be private and only accessible to members of the club. The existing parking lot will remain and have a fire turnaround area added.

Building and Site Details

The new building will be approximately 5,440 sq ft. in size. Guest services included in the new building will be driving and putting instruction, club fitting and general golf coaching. Parking will consist of two new stalls near the front of the building along with the 21 existing stalls located at the existing facility. The majority of users of the new facility will be utilizing golf carts and driving those golf carts directly outside to the outdoor range south of the building. The existing trailer that is currently at that location will be moved to the southern edge of the property. This hitting trailer will only be accessible via golf carts.

Other Project Details

The project anticipated start time is April 2024 with the start of the building construction. The new building would foster the creation of 3 to 8 new jobs.

Hours of Operation

The hours of operation and lighting would be 7 am to 9 pm; 7 days a week during the golf season (April to November) and 8 am to 8 pm 7 days a week during the off season (December to March).

If you have any questions or comments during your review, please feel free to contact me.

Sincerely,

SNYDER & ASSOCIATES, INC.



Scott Anderson, P.E.
Civil Engineer

LEASE AGREEMENT

This Lease is made by and between ST. PETER CONGREGATION doing business as ST. PETER'S PARISH, organized under Section 187.19 of the Wisconsin Statutes (hereinafter referred to as "landlord"), and CHEROKEE PARK INC doing business as TPC Wisconsin, (hereinafter referred to as "Tenant"), as of the date of execution by Landlord as set forth on the signature page hereof.

WITNESSETH,

IT IS HEREBY AGREED, by and between the parties hereto, in consideration of the covenants and agreements set forth in the Lease, as follows:

1. LEASED PREMISES AND TERM

1.1 **Leased Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from landlord on the terms and provisions and subject to the conditions hereinafter set forth in this Lease, the following described premises: Space located at 5001 North Sherman Avenue, Madison, Wisconsin 53704, Dane County, Wisconsin, (herein referred to as the "Leased Premises") consisting of approximately 6.4 acres situated upon the property described in Exhibit A attached hereto (the Property described in Exhibit A is referred to herein as the "Landlord's Property") with the location of the Leased Premises is as indicated on the Exhibit A.

1.2 **Term of Lease.** The term of this Lease ("the Term") shall be for ONE (1) years, commencing on January 1, 2024 ("the Commencement Date") and ending at 12:00 midnight on December 31, 2024, and as renewable as outlined in Exhibit B attached hereto (the Usage and terms described in Exhibit B are referred to herein as the "Usage Terms"), unless otherwise terminated hereunder.

1.3 **Acceptance of Leased Premises.** Tenant shall be deemed to have accepted the Leased Premises in their "as is" condition and to have acknowledged that the Leased Premises are delivered in accordance with all representations, covenants and warranties made by the Landlord, whether or not contained herein, upon Tenant's initial occupancy of the Lease Premises.

1.4 **Surrender of the Leased Premises.** At the expiration or any termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in the same condition as at the commencement of the term with the exception of improvements constructed in accordance with the terms of this Lease, reasonable wear and tear and damage by fire or other insured hazard (provided Landlord or its lenders have received all insurance proceeds from the insurance required to be carried hereunder)

2. RENT, UTILITIES AND TAXES

2.1 **Rent.** Tenant shall pay to Landlord at its office at 5001 North Sherman Avenue in the city of Madison, Wisconsin or such other place as Landlord may designate in writing, and without any deduction or offset whatsoever, as rent for the Leased Premises the sum of \$5000.00 per year as designated in the Usage Terms. Tenant is responsible for all upkeep for their Leased Premises.

2.2 **Utility Charges.** Tenant shall pay to Landlord at its office in the city of Madison, or such other place as Landlord may designate in writing, and without any deduction or offset whatsoever, as additional rent, the sum of \$0.00 per month, representing reimbursement for utilities which are not separately metered, payable by the first of each month during the Term. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Lease Premises.

2.3 **Real Estate Taxes.** Tenant shall pay to Landlord at its office in the city of Madison, or such other place as Landlord may designate in writing, and without any deduction or offset whatsoever, as additional rent, the sum of \$0.00 per month, updated annually, representing reimbursement for real estate taxes, payable by the first of each month during the Term.

2.4 **Taxes on Leasehold.** Tenant shall be responsible for and shall pay before delinquency all municipal, county, state, or other taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about Leased Premises by Tenant.

3. INSURANCE AND INDEMNITIES

3.1 **Casualty Insurance.** Landlord shall at all times during the term of this Lease keep all improvements which are now or hereafter located on the Landlord's Property insured against loss or damage by fire and the extended coverage hazards at full insurance value with loss payable to Landlord, Landlord's mortgagee and such other parties as Landlord may designate, as their interests may appear.

3.2 **Public Liability Insurance.** Tenant shall, at all times during the term of this Lease, at Tenant's sole expenses, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises and all business operated thereon, with limits of public liability not less than Two Million Dollars (\$2,000,000) for injury or death to any one person, and Two Million Dollars (\$2,000,000) for injury or death in any one occurrence, and property damage liability insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000). The policies shall name Tenant, Landlord, the Diocese of Madison, and Rev. Gary Krahenbuhl as additional insured. Landlord may from time to time during the term of this Lease require increases in above-stated coverage limits consistent with prudent business practices.

3.3 Certificates of Insurance. Upon signing of the Lease, Tenant shall, with respect to any insurance coverage required in this Lease, furnish Landlord with certificates of insurance stating that Landlord will be notified in writing thirty (30) days prior to cancellation, material change or non-renewal of insurance.

3.4 Loss and Damage. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Leased Premises. Landlord shall not be liable for any damage to or loss of property of Tenant or others located on the Lease Premises.

3.5 Hold Harmless. Landlord shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Tenant or by any person whatsoever may at any time be using or occupying or visiting the Leased Premises or be in, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of an act, omission, or negligence of Tenant, Landlord, or of any occupant, subtenant, visitor, or user of any portion of the Leased Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Tenant shall indemnify Landlord against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage. Tenant hereby waives all claims against Landlord for damages to the building and improvements that are now on or hereafter placed or built on the Leased Premises and to the property of Tenant in, on, or about the Leased Premises, and for injuries to persons or property in or about the Leased Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the gross negligence or misconduct of Landlord, its agents, or employees.

4. MAINTENANCE AND REPAIRS

4.1 Maintenance by Tenant. Tenant shall always keep the Leased Premises in good order and condition, including periodic cleaning as determined by Landlord, reasonable wear and tear excepted. If Tenant refuses or neglects to keep the Lease Premises in good order and condition, resulting in the need to repair property, as soon as reasonably possible after written demand, Landlord may make such repairs without further demand or notice to Tenant and without liability to Tenant for any loss or damage that may accrue to Tenant's property or to Tenant's business by reason thereof. Upon completion of such repairs, Tenant shall pay Landlord's costs for making such repairs, upon presentation of bill therefore, as additional rent. When used in this section, the term "repairs" shall include replacements and renewals when necessary and all such repairs shall be equal in quality and class or original work.

4.2 Maintenance by Landlord. Landlord shall, at its own cost and expense, keep, maintain and repair the Leased Premises and Landlord's Property, including all buildings and improvements of every kind which may be a part thereof, (whether interior or exterior, structural or nonstructural; all common areas, all heating, electrical, air conditioning, ventilating and plumbing equipment and lines; and all appurtenances thereto, including sidewalks and parking areas adjacent thereto, in good condition and repair; and shall repair, restore and replace any such improvements which may become inoperable or be destroyed or damaged by fire, casualty or any other cause. Tenant shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Leased Premises and improvements thereon, or any activity or condition on or in the Lease Premises. Tenant shall, at its own expense, keep the Leased Premises in sanitary, clean and neat order.

4.3 Alterations, Changes and Installations by Tenant. Tenant shall not make or cause to be made any alterations, additions or improvements to the Leased Premises, or cause to be installed any fixtures, interior or exterior lighting, plumbing equipment or mechanical equipment, without the prior written consent of Landlord.

4.4 Fixtures and Equipment. Subject to Section 4.3, Tenant may, at its own expense, furnish and install such equipment in and on the Leased Premises as may be necessary or desirable for Tenant's business. Any such business and trade fixtures shall immediately become and remain the personal property of the Landlord and shall not be removed by Tenant during or at the expiration of the term of this Lease. Landlord and Tenant acknowledge that all business and trade fixtures currently located within the Leased Premises are the property of the Landlord.

4.5 Liens and Obligations. Tenant agrees (a) not to create or to permit others to create any lien or obligations against Landlord or the Leased Premises in making alterations, repairs or in installing materials, fixtures or equipment; (b) to cause any claim for such lien to be released; and (c) to hold Landlord harmless from all claims and demands by any third party in any manner connected with such alterations, repairs or installations or with Tenant's occupancy for such purpose. Tenant shall comply with all laws and all directions, rules and regulations of all governmental regulatory bodies or officials having jurisdiction over such alterations, repairs or installations, except that Tenant shall not be required to comply with any laws directions, rules, regulations or orders by governmental authority necessitating structural alterations, changes, repairs or additions, unless made necessary by the act or work performed by Tenant, in which case Tenant shall so comply, at its own expense, after first procuring the written consent of Landlord.

5. CONDUCT OF BUSINESS

5.1 **Business Use.** It is understood and agreed that the Leased Premises shall be used and occupied by Tenant as described in Usage Terms. Tenant shall not use the Leased Premises for any other use, except with the advance written consent of the Landlord. Tenant shall not use the Leased Premises for any use not identified as a permitted use by any zoning ordinance or other governmental bodies having zoning authority. No use shall be permitted, or acts done, which would cause a cancellation of any insurance policy covering the Leased Premises. Tenant shall not sell, permit to be kept, used or sold in or about the Leased Premises any article which may be prohibited by the standard form of fire insurance policy. In the event Tenant's use of the Leased Premises results in an increase in the cost of any insurance relating to the Landlord's Property, Tenant shall pay such additional cost upon demand by Landlord as additional rent. Tenant shall comply with all applicable laws, ordinances, regulations, including those governing the research and laboratory activities, and/or deed and plat restrictions affecting the use and occupancy of the Leased Premises. Tenant shall not commit, or permit to be committed, any waste or nuisance on the Leased Premises.

5.2 **Roman Catholic Teaching.** Notwithstanding references to the Establishment Clause of the First Amendment of the U.S. Constitution, the Tenant shall adhere to Catholic identity and teaching and thus avoid subjects such as contraception, euthanasia, prostitution, bigamy, polygamy, fornication, and other topics which may be sordid and profane. To the extent the Tenant elects to comply with State-mandated instruction on "human growth and development," and offer instruction on various methods of birth control including artificial contraception, the Tenant shall conduct all such teaching offsite (not in Leased Premises). Further, should the Tenant elect to utilize a nurse who travels from building to building, that nurse or any other agent of the Tenant, while on the Leased Premises shall by no means sanction, condone or promote contraception, abortion or any relationship outside of traditional marriage.

The Tenant acknowledges that the Leased Premises is owned by a Roman Catholic Parish within the Diocese of Madison. The Tenant therefore agrees that it shall engage in no activity of function inconsistent with the teachings of the Roman Catholic Church. In the event that any such activity occurs, the Landlord may at its sole and absolute discretion cancel this Lease Agreement.

Landlord and Tenant hereby acknowledge the fact that the Landlord is, and always has been identified as, a nonprofit entity operating within the Roman Catholic tradition of teaching and charitable works, and that Landlord's reputation as such is of primary importance to it. As a result of this reputation to Landlord, Tenant agrees that, as a material term and condition of this Lease, it will not act in any way, either within or without the lease relationship herein established, to cause damage to Landlord's religious reputation. If, in Landlord's reasonable exercise of its sole discretion, Tenant does act in such a way that its association with the Landlord, through this Lease, causes public damage to Landlord's religious reputation, or acts in any way contrary to Catholic faith and morals, within the community served by it, Landlord may terminate this Lease as if a material breach occurred. Said termination shall be effective at a date determined by Landlord and set forth in writing to Tenant and said right of termination as set forth herein shall supersede with prejudice the provisions as set forth in the "Defaults of Tenant," Section 9.1 of this Lease.

5.3 **Assignment or Subletting.** Tenant agrees not to sell, assign, mortgage, pledge or in any manner transfer this Lease or any estate or interest thereunder and not to sublet the Leased Premises or any part of parts thereof without the prior written consent of Landlord in each instance which consent shall not be unreasonably withheld. Consent by Landlord to one assignment of this Lease or to one licensing or subletting of the Leased Premises shall not be a waiver of Landlord's rights hereunder as to subsequent assignment or subletting. Furthermore, Landlord's consent to any assignment or sublease shall not, in the absence of language to the contrary contained within said assignment or sublease, release Tenant from the covenant to pay rent or any other covenant owed by Tenant to Landlord under this Lease. Landlord's rights to assign this Lease are and shall remain unqualified.

6. COMMON USE AREAS AND FACILITIES

6.1 **Common Area.** As used herein, "Common Area" shall include all of that portion of the improvements on and all areas within the Landlord's Property which are designed for common use and benefit, exclusive of space in building (or any further buildings) designed for rental to Tenants for commercial purposes as the same may exist from time to time. Landlord reserves the right to change building perimeters, add additional buildings, drives, or other structures and to make other changes desired, provided only that reasonable access to the Lease Premises is provided.

6.2 **Use of Common Area.** Landlord hereby grants to Tenant, its employees, agents, customers and invitees, the nonexclusive right during the term of this Lease to use the Common Area from time to time constituted, such use to be in common with Landlord and all tenants of Landlord from time to time, its and their employees, agents, members and invitees, except when the same are being repaired.

6.3 **Operation and Maintenance.** The Common Area shall at all times be subject to the exclusive control and management of Landlord and Landlord shall manage, operate, repair and maintain the Common Area and its facilities in a clean and slightly condition. The manner in which such area and facilities shall be maintained and the expenditures therefor shall be at Landlord's sole discretion.

6.4 **Preventing Public Rights.** If Landlord deems it necessary in order to prevent the acquisition of special rights, Landlord may from time to time close all or any portion of the Common Area or take such action as shall be reasonably appropriate for that purpose.

7. DESTRUCTION OF LEASED PREMISES

7.1 Destruction of Leased Premises. If the building which includes the Leased Premises is damaged or partially destroyed by fire or other casualty to the extent of less than one-quarter (1/4) of the then cost of replacement thereof above foundation, the same shall be repaired as quickly as is practicable, by Landlord, except that the obligation of Landlord to rebuild shall be limited to repairing or rebuilding of Landlord's improvements. If the building, which includes the Leased Premises is so destroyed or damaged to the extent of one-quarter (1/4) or more of the then replacement cost thereof, then Landlord may elect not to repair or rebuild by giving notice in writing terminating this Lease, in which event this Lease shall be terminated as of the date of such notice.

7.2 Rebuilding by Landlord. If Landlord shall undertake to restore or repair the building which includes the Leased Premises, it shall initiate and pursue the necessary work with all reasonable dispatch, in a manner consistent with sound construction methods.

7.3 Abatement of Rent Upon Destruction of Leased Premises. If such damage or partial destruction renders the Leased Premises wholly untenable, the rent shall abate until the Leased Premises have been restored and rendered tenable. If such damage or partial destruction renders the Leased Premises untenable only in part, the rent shall abate proportionately as to the portion of the Leased Premises rendered untenable. Rent shall not abate under this section if the damage or destruction is caused by the negligence or misconduct of Tenant, its agents, employees, customers or invitees.

8. EFFECT OF CONDEMNATION

8.1 Total Condemnation. In the event that the Leased Premises or such part of the Leased Premises as will render the remainder untenable, shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of taking.

8.2 Partial Condemnation. In the event of any other partial condemnation, Tenant shall have the option of terminating this Lease on the effective date of such condemnation by written notice to Landlord prior to such effective date, unless Landlord shall provide to Tenant within a reasonable time after such effective date reasonably comparable space to that taken.

8.3 Landlord's Damages. In the event of any condemnation or taking, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award. The Tenant hereby expressly waives any rights or claim to any part thereof.

8.4 Tenant's Damages. Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation, and for or on account of any cost or loss to which Tenant might be put in removing Tenant's property.

9. REMEDIES

9.1 Events of Default by Tenant. Upon the failure by Tenant to pay rent when due, Landlord may terminate this Lease or Tenant's right to use and occupy the Leased Premises by ten (10) days' written notice to Tenant unless Tenant within such ten (10) days pays all rent due. Upon the happening of any one or more of the following events: (a) the levying of a writ of execution or attachment on or against the property of Tenant; (b) the taking of any action for the voluntary dissolution of Tenant; (c) the commencement of a mechanic's lien foreclosure action against Tenant as a result of a mechanic's lien or claim therefor against the land or building of which the Leased Premises are a part; (d) the failure of Tenant to perform any other of the terms, provisions, and covenants of this Lease, Landlord may terminate this Lease or Tenant's right to use and occupy the Leased Premises by thirty (30) days' written notice to Tenant unless Tenant, within such thirty (30) day period, cures the specified default or, if the default is of a character which cannot be cured within thirty (30) days, the Tenant commences and diligently pursues the cure of such default within thirty (30) days.

9.2 Re-Entry by Landlord. Upon such termination of the Lease or termination of Tenant's right to use and occupy the Leased Premises as aforesaid, or if Tenant at any such time during the term of this Lease vacates the Leased Premises or ceases operating said business in the entire or any appreciable part of the Lease Premises, except for causes beyond its control, Landlord may reenter the Leased Premises.

9.3 Right to Relet. Should Landlord elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals upon such other terms and conditions as Landlord in its sole discretion may deem advisable upon each such reletting. All rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment to any costs of such alterations and repairs; third, to the payment of rent due and unpaid future rent as the same may become due and payable hereunder. If such rentals received from such reletting during the month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Lease Premises by Landlord shall be construed as an election in its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time reenter or terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including cost of recovering the Leased Premises and reasonable attorney's fees. All which amounts shall be immediately due and payable from Tenant to Landlord.

9.4 Parties May Remedy Defaults. In the event of any breach hereunder by either party, and in lieu of Landlord's terminating this Lease as herein provided, Landlord or Tenant respectively may immediately or at any time thereafter, after having given the other party the requisite notice to correct the same and that time for such correction having elapsed, cure such breach for the account and at the expenses of the other party. If Landlord or Tenant at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or incurs any expense, including reasonable attorney's fees, in instituting or prosecuting any action or proceeding to enforce such party's rights hereunder, the sum or sums so paid or incurred by such party, if paid or incurred by Landlord, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the payment of such respective sums, and if paid or incurred by Tenant, shall be due and payable by Landlord on demand. This option is 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 Landlord of any legal rights which it may have by reason of any default of Tenant.

9.5 Expenses of Landlord. Upon the occurrence of an event of default, notwithstanding anything herein to the contrary and whether or not Landlord terminates this Lease, Tenant shall promptly, upon request, reimburse Landlord for all costs and expenses reasonably incurred in enforcing this Lease, and the adjudication of the rights and obligations of the parties under this Lease, including reasonable attorneys' fees.

9.6 Waiver of Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant's being evicted or dispossessed for any cause, or in the event of Landlord's obtaining possession of the Lease Premises, by reason for the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

9.7 Defaults of Landlord. Should Landlord be in default under the terms of this Lease, Landlord shall cure such default within thirty (30) days after written notice of such default from Tenant, or in the event such default is of such a character as to require more than thirty (30) days to cure, Landlord shall use due diligence to cure such default.

9.8 Rights Cumulative. All rights and remedies of Landlord and Tenant herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by Law, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

10. MISCELLANEOUS

10.1 Subordination. At Landlord's option, this Lease shall be subordinated to any existing mortgages covering the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time, provided, however, anything to the contrary contained herein notwithstanding, every such mortgage shall contain a provision that the mortgagee shall recognize the validity of this Lease in the event of foreclosure of the Landlord's interest so long as Tenant shall not be in default under the terms of this Lease. Tenant shall execute whatever instruments may be required to effect such subordination.

10.2 Sale of Property. Landlord shall have the right at any time to sell, transfer or convey its interest in all or any portion (s) of Landlord's Property, improvements and buildings of which the Leased Premises are a part to any person, firm or corporation whatsoever, and upon any such sale, transfer or conveyances, Landlord shall cease to be liable under any covenant, condition or obligation imposed upon it by this Lease, or any of the terms and provisions thereof; provided, however, that any such sale, transfer or conveyance shall be subject to this Lease and that all of the Landlord's covenants and obligations contained herein shall be binding upon the subsequent owner or owners thereof; and provided further that such transferee from Landlord shall in writing assume the obligations of Landlord hereunder.

10.3 Offset Statement. Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or all or any portion(s) of the Landlord's Property by Landlord an offset statement shall be required by Tenant; Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

10.4 Attornment. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power or sale under any mortgage made by the Landlord covering the Lease Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

10.5 Recording. Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party hereto the other party shall join in the execution of memorandum or so called "short form" of this Lease for the purpose of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the term of this Lease and shall incorporate this Lease by reference.

10.6 Excavation. In case any excavation shall be made for buildings or improvements or for any other purpose upon the land adjacent to or near the Leased Premises, Tenant will afford to Landlord, or the person or persons, firms or corporations causing or making such excavation, license to enter upon the Leased Premises for the purpose of doing such work as Landlord or such person or persons, firms or corporations shall deem to be necessary to preserve the walls or structures of the building from injury, and to protect the building by proper securing of foundation. Insofar as Landlord may have control over the same, all such work shall be done in a manner as will not materially interfere with the operation of Tenant's business in the Leased Premises.

10.7 Access to Leased Premises. Tenant shall permit Landlord, its agents and employees, upon reasonable prior notice, to enter the Leased Premises at all reasonable times, for the purpose of making repairs, additions or alterations to the building in which the Leased Premises are located.

10.8 Emergency Access. In case of an emergency and if Tenant is not present to permit entry, Landlord or any of its representatives may enter the same without rendering Landlord or its representatives liable therefor or affecting Tenant's obligations under this Lease.

10.9 Quiet Enjoyment. If and so long as Tenant pays the rent reserved by this Lease and performs and observes all of the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises, subject, however, to the terms of this Lease.

10.10 Notices. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by certified mail to Tenant at the address of the Leased Premises, and to Landlord at its office or such other place as it may designate in writing, and either party may by like written notice at any time and from time to time designate a different address to which notices shall subsequently be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

10.11 Accord and Satisfaction. No payment received by Landlord of a Lesser amount than the rent or other charges due hereunder shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of rent or other charges or pursue any remedy in this Lease.

10.12 Entire Agreement. This Lease and the Exhibits attached hereto set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as herein set forth. No subsequent change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

10.13 Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant, or condition herein shall not be deemed a waiver of the term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any covenant herein, other than the failure of Tenant to pay the rent so accepted. No covenant, term or condition of this Lease shall be waived by Landlord or Tenant, unless the waiver is in writing.

10.14 Holding Over. In the event Tenant remains in possession of the Leased Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a Tenant from month to month, subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. Nothing in this section shall operate to preclude Landlord from removing Tenant from the Leased Premises upon the expiration of this Lease.

10.15 Consents by Landlord. Whenever under this Lease provision is made for Tenant securing the written consent or approval of Landlord, such consent or approval will not be unreasonably withheld.

10.16 Successors and Assigns. The terms, covenants and conditions hereof shall be binding upon and inure to the successors in interest and assigns of the parties hereto.

10.17 Governmental Regulations. Tenant shall, at tenant's sole cost and expense, comply with all the requirements of all city, county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to signs, installations, repairs and business operations in the Leased Premises and shall faithfully observe all statutes now in force or which may hereafter be in force.

10.18 Force Majeure. In the event that either Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock outs, labor disputes, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not attributable to the negligence or fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the unavoidable delay and the period for the performance of any such act shall be extended for an equivalent period. Provided, however, that this section shall not operate to excuse Tenant from the timely payment of rent and other payments required by the terms of this Lease.

10.19 General. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and tenant, it being expressly understood and agreed that neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord or tenant. No waiver of any default of Tenant or Landlord hereunder shall be implied from any omission by Landlord or Tenant any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any covenant, term, or conditions. The consent or approval by the Landlord to or of any act by tenant requiring the Landlord's consent or approval shall not be construed as a waiver of a subsequent breach of the same covenant, term or conditions. The consent or approval by Landlord to or of any act by tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any provision. The plural sense where there is more than one tenant and to either corporations, associations, partnership or individuals, male or females, shall in all instances as though in each case fully expressed. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant. The headings contained herein are for convenience only and do not define, limit or construe the contents of the provisions hereof. All negotiations, representations and understandings between the parties are incorporated herein and may be modified or altered only by agreement in writing between parties.

11.1 Attachments. The following are attached hereto and made a part hereof with the same force and effect as if set forth in full herein:

- (a) Exhibit A: Description of Landlord's Property
- (b) Exhibit B: Usage and Terms

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease and affixed their respective seals as of the date executed by Landlord.

LANDLORD:
ST PETER CONGREGATION
d/b/a ST. PETER'S PARISH

By: Rev. Gary Krohenfuhl
Rev. Gary Krohenfuhl

Date: Dec. 8, 2023

TENANT:
CHEROKEE PARK INC
d/b/a TPC Wisconsin

By: Dennis Tiziani
Dennis Tiziani

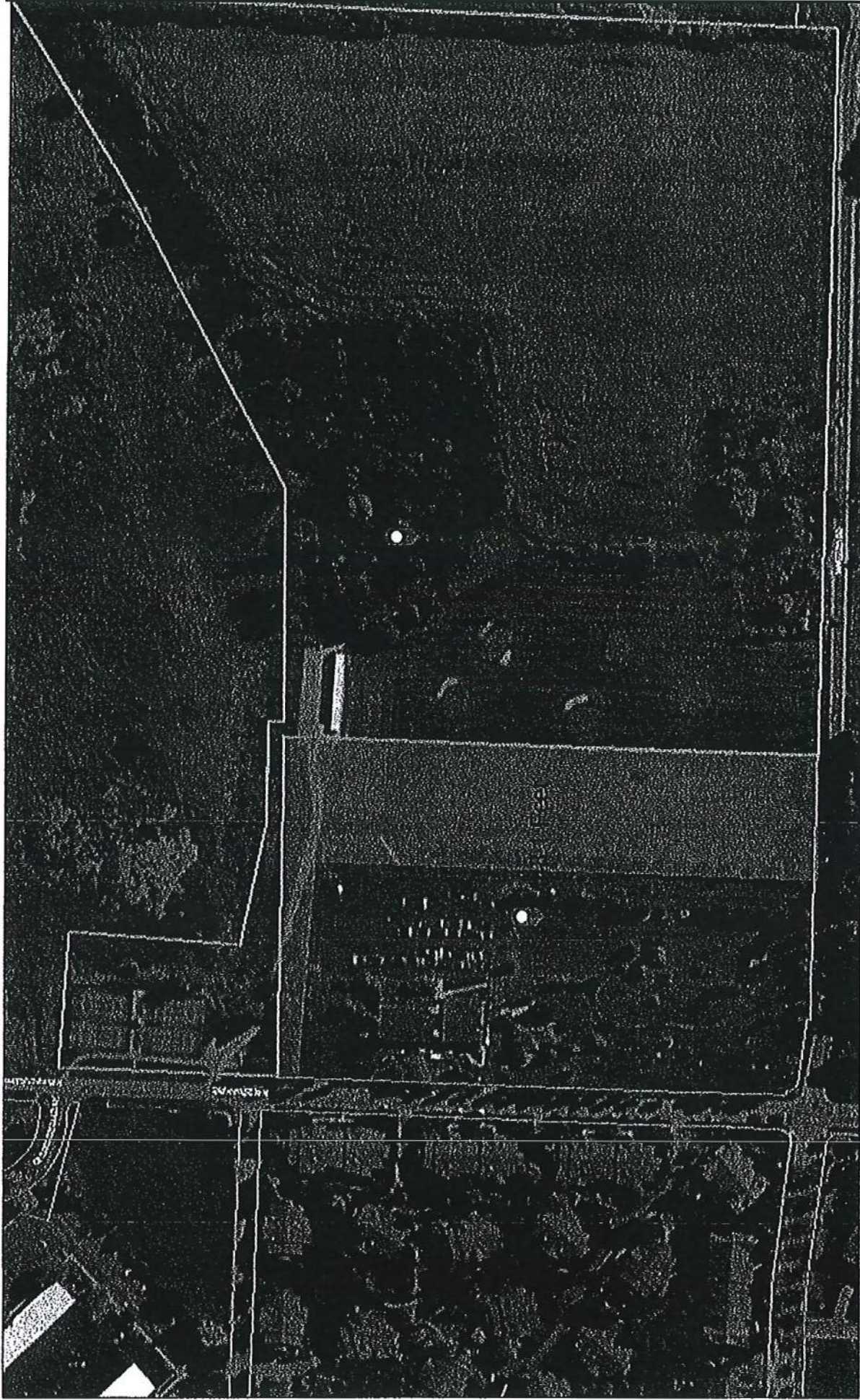
Title: President

Date: 12.8.23

Usage and Terms

- Agreement is between Cherokee Park Inc ("CPI") and St. Peter Congregation ("Parish")
- CPI has continued use of the 6.4 acre Parish property for use as a driving range;
- CPI has access/use of the road on Parish property to the range and buildings;
- CPI will pay the Parish annually: \$5000.
 - o \$2000 due Feb 1, 2024.
 - o \$3000 due May 1, 2024.
- The term is a one year rolling agreement meaning the Parish and CPI will meet before September 30th each calendar year to discuss the agreement, usage, rates, and benefit of monies, make any adjustments/changes as needed, and then sign the lease agreement for another year.

EXHIBIT A - Property Map



May 18, 2017

Areas

Alleys

0 0.035 0.07 0.14 mi

1:4,514
0.07

Leased

n

Proper

ty

Street

Name

s

Parcels

Municipal

Limits

0 0.0425 0.085
0.17 km

Source: Esri, DigitalGlobe, GeoEye,
Earthstar Geographics,
CNES/Airbus
OS, USDA, USGS, AeroGRID,
JGN, and the GIS User Comm.mity

City
o f M a d i s o n . W i s c o n s i n