

EXHIBIT - SIXTH AMENDMENT TO LEASE

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

This Sixth Amendment to Lease (“Sixth Amendment”) is made as of _____, 2023, by and between the **City of Madison**, a Wisconsin municipal corporation (“City”) and **Rooted WI, Inc.**, a Wisconsin non-stock corporation, f/k/a Community GroundWorks, Inc. (“Lessee”).

WITNESSETH:

WHEREAS, the City and the Lessee are parties to that certain Lease, dated July 9, 2015 and recorded on July 15, 2015 with the Dane County Register of Deeds as Document No. 5168439; as amended by First Amendment to Lease, dated April 22, 2016 and recorded with the Dane County Register of Deeds on April 27, 2016 as Document No. 5229959; as amended by Second Amendment to Lease, dated March 6, 2017 and recorded with the Dane County Register of Deeds on March 10, 2017 as Document No. 5311358; as amended by Third Amendment to Lease, dated May 30, 2018 and recorded with the Dane County Register of Deeds on May 31, 2018 as Document No. 5413064; as amended by Fourth Amendment to Lease, dated August 9, 2018 and recorded with the Dane County Register of Deeds on August 16, 2018 as Document No. 5434427; as amended by First Notice of Lease Renewal, dated January 1, 2020 and recorded with the Dane Country Register of Deeds on March 3, 2020 as Document No. 5567078; as amended by Fifth Amendment to Lease, dated April 26, 2021 and recorded with the Dane Country Register of Deeds on April 27, 2021 as Document No. 5721860 (collectively, “Lease”); and

WHEREAS, the Lease pertains to garden areas located on various parcels of City-owned land (garden areas are individually referred to as “Garden Area”; collectively referred to as “Leased Premises”); and

WHEREAS, on October 31, 2022, lands formerly within the Town of Madison, including community gardens known as the Fraust Park Community Garden and the Heifetz Park Community Garden, were attached to the City of Madison; and

WHEREAS, the parties hereto desire to support the continued operation of the above named community gardens, and amend the Lease to include them within the Leased Premises.

NOW, THEREFORE, for good and valuable mutual consideration, the delivery and receipt of which is hereby acknowledged by and between the parties, the City and the Lessee agree to amend the Lease as follows:

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

Tax Parcel Nos.: 251/0709-341-1201-5
251/0709-352-1401-8

1. Exhibit A (legal descriptions of the Garden Areas) is hereby amended to include the Fraust Park Community Garden Area and Heifetz Park Community Garden Area in the Leased Premises, by inserting the attached Exhibit A – Sixth Amendment to Lease.
2. Exhibit B (special conditions for the Garden Areas) is hereby amended to include the Fraust Park Community Garden Area and Heifetz Park Community Garden Area in the Leased Premises, by inserting the attached Exhibit B – Sixth Amendment to Lease.
3. Exhibit C (depictions of the Garden Areas) is hereby amended to include the Fraust Park Community Garden Area and Heifetz Park Community Garden Area in the Leased Premises, by inserting the attached Exhibit C – Sixth Amendment to Lease.
4. All other provisions of the Lease remain in full force and effect.

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

ROOTED WI, INC.

By: _____
 Marcia Caton Campbell, Executive Director

State of Wisconsin)
)ss.
 County of Dane)

Personally came before me this _____ day of _____, 2023 the above named Marcia Caton Campbell, Executive Director of Rooted WI, Inc., a Wisconsin non-stock corporation, and known to me to be the person who executed the above and foregoing instrument and acknowledged that he/she executed the foregoing instrument in such capacity as the deed of Rooted WI, Inc., by its authority.

 Notary Public, State of Wisconsin

 Print or Type Name

My Commission expires: _____

CITY OF MADISON

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Maribeth Witzel-Behl, 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

Execution of this Fifth Amendment to Lease is authorized by Resolution Enactment No. RES-23-00____, 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. 10746

EXHIBIT A - Sixth Amendment to Lease

Legal Descriptions of the Garden Areas

Site 16 – Fraust Park Community Garden Area

Part of the Northeast Quarter of the Northeast Quarter of Section 34, Township 07 North, Range 09 East, in the City of Madison, Dane County, Wisconsin, and more fully described as follows:

Commencing at the East Quarter corner of said Section 34;
Thence North 00 degrees 02 minutes 29 seconds East along the east line of said Section 34, 1319.63 feet;
thence North 88 degrees 50 minutes 08 seconds West, 440.98 feet;
thence North 01 degree 09 minutes 52 seconds East, 148.91 feet to the Point of Beginning; thence North 88 degrees 12 minutes 40 seconds West, 56.00 feet;
thence North 02 degrees 10 minutes 29 seconds East, 85.00 feet;
thence South 86 degrees 09 minutes 56 seconds East, 56.00 feet;
thence South 02 degrees 09 minutes 44 seconds West, 83.00 feet to the Point of Beginning.
This description contains 4,703 square feet or 0.1080 acres.

Bearings referenced to the Wisconsin County Coordinate System (Dane Zone).

Address: 1471 Martin Street, Madison, Wisconsin
Tax Parcel No: 251-0709-341-1201-5

Site 17 – Heifetz Park Garden Area

Part of Unnumbered “Oak Ridge Park”, Second Addition to Oak Ridge Subdivision, in the City of Madison, Dane County, Wisconsin, and more particularly described as follows:

Commencing at the southwest corner of said Unnumbered Park; thence N00°45'31"W, along the west line of said Unnumbered Park and the east line of Lot 3 of said subdivision, 120.00 feet to the northeast corner of said Lot 3; thence S83°58'03"E, 21.03 feet to the **point of beginning**; thence N83°14'57"E, 30.00 feet; thence S00°02'54"W, 34.00 feet; thence S85°01'55"W, 29.00 feet; thence N01°30'28"W, 33.00 feet to the **point of beginning**; Containing 984 square feet or 0.0226 acres. Bearings referenced to the Wisconsin County Coordinate System (Dane Zone).

Address: 924 Burr Oak Lane, Madison, Wisconsin
Tax Parcel No: 251-0709-352-1401-8

EXHIBIT B - Sixth Amendment to Lease (Page 1 of 2)
Special Conditions for the Garden Areas

Site #16 – Fraust Park Garden Area

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Fraust Park Garden Area shall coincide with the hours that Fraust Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. The Lessee shall be allowed vehicle access to the Fraust Park Garden Area up to three (3) times per calendar year, subject to the Park Superintendent's prior written approval of the route and timing of said access. The Lessee shall promptly repair any damage (e.g., rutting, turf damage, damage to the curb) resulting from such vehicular access. Such repairs shall be performed in a manner satisfactory to the Park Superintendent.
3. Except as provided in the above Paragraph 2, no vehicular access or parking of vehicles shall be permitted on the Fraust Park Garden Area or within Fraust Park. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
4. No permanent improvements are to be placed in the Fraust Park Garden Area by the Lessee or its sublessees, with the exception that the following improvements shall be allowed at the Lessee's sole cost, subject to the Park Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval: (1) facilities for water service (water hoses shall only be permitted within the Fraust Park Garden Area); (2) a fence enclosing the Fraust Park Garden Area (with all gardening activities to remain within the fenced area); (3) raised garden beds; and (4) a bulletin board constructed of stained wood and not exceeding a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season. No additional improvements or structures, whether temporary or permanent, shall be constructed or placed without the Park Superintendent's written approval. All improvements or structures shall conform with all zoning, building, and other applicable approvals, rules, ordinance and codes.
5. The removal or trimming of any trees or shrubs within the Fraust Park Garden Area shall be at the Lessee's sole cost and discretion.
6. The Lessee shall have access to water from the City's building located directly to the East of the Fraust Park Garden Area. The Lessee shall not pay the cost of its water usage until the parcel of land on which the Fraust Park Garden Area is located is connected to City water service. The City may remove the Lessee's access to water service described in this paragraph at the City's sole discretion.
7. The Lessee agrees to hold the City harmless for any disruption to the Lessee's use of the Fraust Park Garden Area and for any damages to the Lessee's plantings or other personal property on the Fraust Park Garden Area which may result from work by the City or its agents related to public improvements or facilities, mowing within or adjacent to the Fraust Park Garden Area, or storm water flooding or overflow.

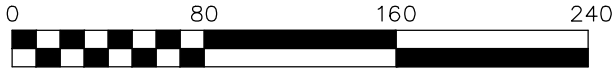
EXHIBIT B - Sixth Amendment to Lease (Page 2 of 2)

Site #17 – Heifetz Park Garden Area

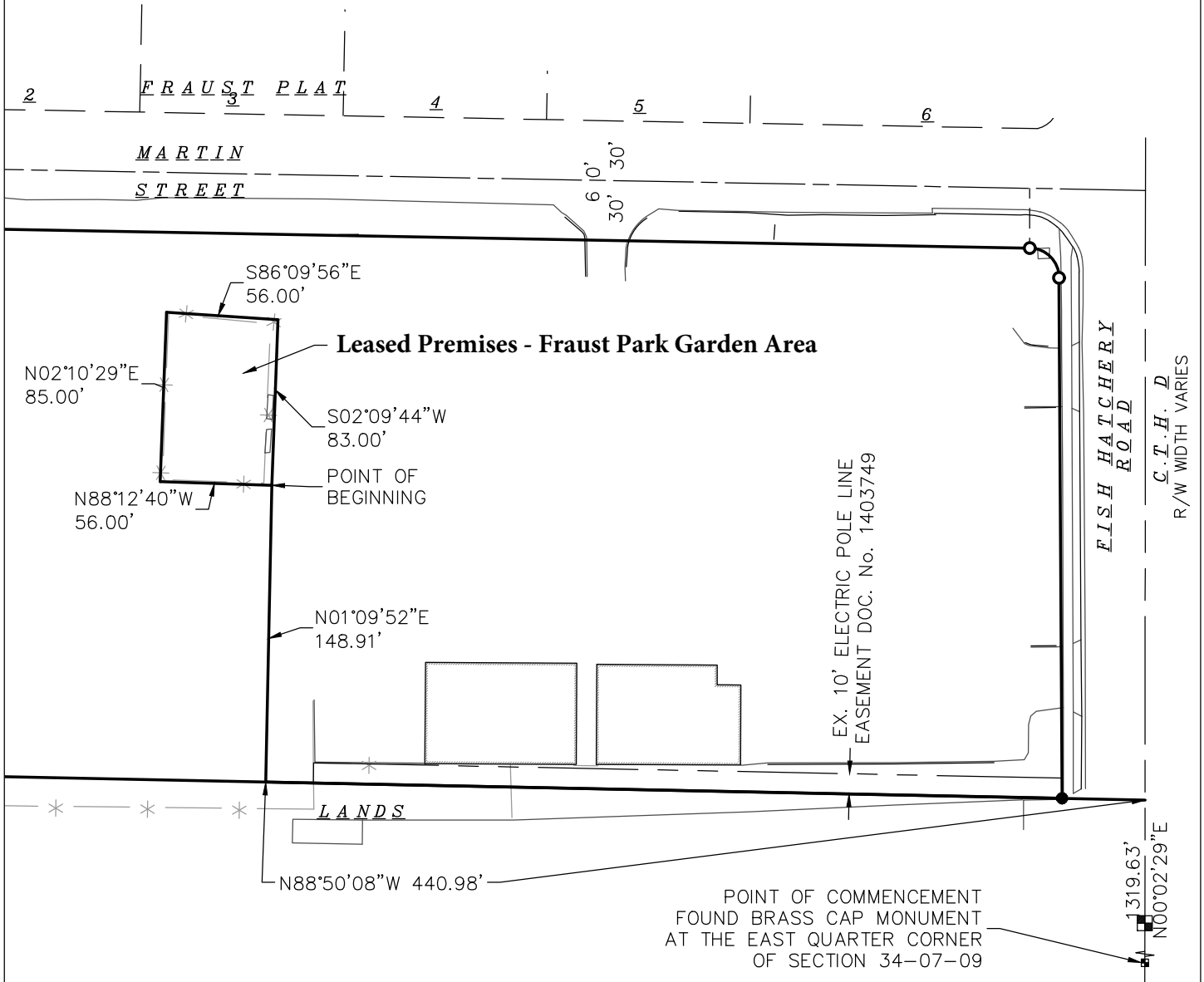
1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Heifetz Park Garden Area shall coincide with the hours that Heifetz Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. The Lessee shall be allowed vehicle access to the Heifetz Park Garden Area up to three (3) times per calendar year, subject to the Park Superintendent's prior written approval of the route and timing of said access. The Lessee shall promptly repair any damage (e.g., rutting, turf damage, damage to the curb) resulting from such vehicular access. Such repairs shall be performed in a manner satisfactory to the Park Superintendent.
3. Except as provided in the above Paragraph 2, no vehicular access or parking of vehicles shall be permitted on the Heifetz Park Garden Area or within Heifetz Park. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
4. No permanent improvements are to be placed in the Heifetz Park Garden Area by the Lessee or its sublessees, with the exception that the following improvements shall be allowed at the Lessee's sole cost, subject to the Park Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval: (1) facilities for water service (water hoses shall only be permitted within the Heifetz Park Garden Area); (2) a fence enclosing the Heifetz Park Garden Area (with all gardening activities to remain within the fenced area); (3) raised garden beds; and (4) a bulletin board constructed of stained wood and not exceeding a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season. No additional improvements or structures, whether temporary or permanent, shall be constructed or placed without the Park Superintendent's written approval. All improvements or structures shall conform with all zoning, building, and other applicable approvals, rules, ordinance and codes.
5. The removal or trimming of any trees or shrubs within the Heifetz Park Garden Area shall be at the Lessee's sole cost and discretion.
6. The Lessee agrees to hold the City harmless for any disruption to the Lessee's use of the Heifetz Park Garden Area and for any damages to the Lessee's plantings or other personal property on the Heifetz Park Garden Area which may result from work by the City or its agents related to public improvements or facilities, mowing within or adjacent to the Heifetz Park Garden Area, or storm water flooding or overflow.

EXHIBIT C - Sixth Amendment to Lease (Depiction of the Garden Areas - Page 1 of 2)

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN



SCALE : ONE INCH = EIGHTY FEET



Burse

surveying & engineering Inc.

2801 International Lane, Suite 101
 Madison, WI 53704 608.250.9263
 Fax: 608.250.9266
 email: mburse@bse-inc.net
 www.bursesurveyengr.com

Date: March 16, 2023
 Plot View: Community Garden

\BSE2689\dwg\Survey\BSE2689 Survey v2018.dwg

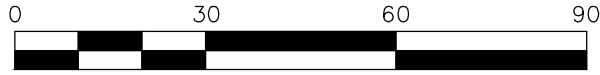


GRID NORTH

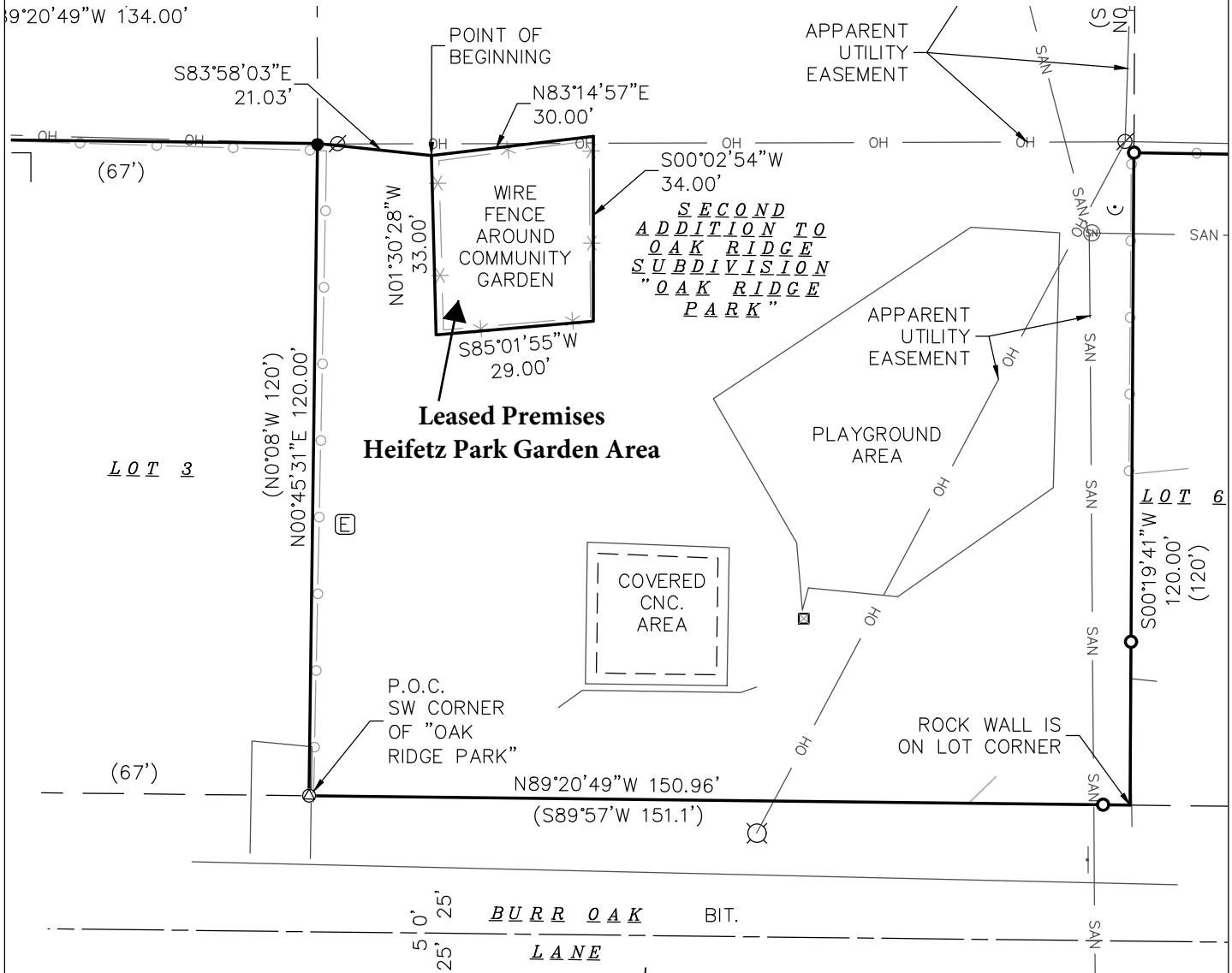
BEARINGS ARE BASED UPON
 WISCONSIN COUNTY COORDINATE
 SYSTEM (DANE ZONE)

EXHIBIT C - Sixth Amendment to Lease (Depiction of Garden Areas - Page 2 of 2)

PART OF UNNUMBERED OAK RIDGE PARK, SECOND ADDITION TO OAK RIDGE SUBDIVISION, AS RECORDED IN VOLUME 10 OF PLATS, ON PAGE 15, AS DOCUMENT NUMBER 641623, DANE COUNTY REGISTRY, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN



SCALE : ONE INCH = THIRTY FEET



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www.bursesurveyengr.com

Date: February 27, 2023

Plot View: COMMUNITY GARDEN

\\BSE2691\dwg\Survey\BSE2691 Survey v2018.dwg



GRID NORTH

BEARINGS ARE BASED UPON
WISCONSIN COUNTY COORDINATE
SYSTEM (DANE ZONE)