

FIRST AMENDMENT TO LEASE

(This document is 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 First Amendment to Lease (“First Amendment”) is entered into this _____ day of _____, 2024, by and between the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin (“City”), and **The Salvation Army**, an Illinois corporation (the “Lessee”; and together, City and Lessee shall be called “Parties”).

WITNESSETH:

WHEREAS, the City and the Tenant are parties to that certain Lease, dated April 6, 2021 (“Lease”); and

WHEREAS, the Lease pertains to the City-owned property located at 4502 Milwaukee Street in the City of Madison (“Property”), legally described on Exhibit A attached hereto and incorporated by reference, which contains a building thereon (“Building”; the Property and all improvements thereon, including the Building, are collectively referred to as the “Leased Premises”); and

WHEREAS, the Lease was for an original term of one (1) year and in accordance with the terms of the Lease, the Lessee has exercised both of the two consecutive two (2) year Option Periods provided in Paragraph 8 of the Lease; and

WHEREAS, the parties desire to amend the Lease to provide for one (1) additional Option Period for a period of two (2) years; and

WHEREAS, the parties desire to amend the Lease to revise Lessee’s responsibilities as provided in Paragraph 11 of the Lease, as well as the City’s responsibilities as provided in Paragraph 13 of the Lease; and

WHEREAS, the parties acknowledge that pursuant to Paragraph 13 of the Lease, City has, at its own expense, made all necessary improvements to comply with applicable statutes and codes including the Wisconsin Administrative Code, Madison General Ordinances and the Americans with Disabilities Act as necessary to obtain a certificate of occupancy and deliver the Leased Premises for use as a mission house.

NOW, THEREFORE, the City and the Lessee mutually agree as follows:

1. Paragraph 8 of the Lease is hereby amended to allow for one additional two (2) year Option Period commencing on April 6, 2026, and expiring on April 5, 2028 (“Third Option Period”).

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

Tax Parcel No.: 251/0710-032-0117-7

2. Subparagraph 11.a. of the Lease is hereby deleted in its entirety and replaced with the following:

The Lessee is responsible at its cost for the monitoring, inspection, testing, maintenance, routine repair and replacement of its Lessee Improvements, and the following items in the Leased Premises: interior walls and flooring; interior doors and windows, keys, exterior and interior door hardware including alarms; all telecommunications wiring, cabling, equipment and services, including but not limited to internet, telephone, video surveillance, and cable and/or satellite TV; electrical systems including but not limited to panel boards, switchgear, light fixtures (interior, exterior, and parking lot), exit lights, receptacles and switches, conduit and wiring (including underground), and emergency generator; operation and maintenance of building HVAC systems, including but not limited to Packaged Terminal Air Conditioners (PTAC) located in individual guest rooms and related controls, piping and wiring; kitchen and laundry equipment; interior plumbing system including but not limited to above grade water and sewer piping, fixtures, water heaters and softeners, grease traps, cross-connection control devices, removal of sewer blockages from toilets, sinks, and sewer lateral to point of connection with public sewer main; exterior and interior signs; personal property taxes; interior and exterior window washing/cleaning; roof gutters, downspouts; building siding; fire alarm (including monitoring) and suppression systems (including extinguishers); pest control; and all necessary related work as a result of damage caused by Lessee.

3. Subparagraph 11.j. of the Lease is hereby deleted in its entirety and replaced with the following:

Lessee shall be responsible for all outdoor maintenance, including keeping the lawn mowed on a regular basis, maintaining landscaping, maintaining the parking lot, and any other related maintenance of the yards and landscape on the Property. Maintenance responsibilities for the parking lot shall include resealing, restriping, crack sealing, repairing potholes, and any other maintenance needed to provide safe, reliable access to the Building.

4. Subparagraph 13.a. of the Lease is hereby deleted in its entirety and replaced with the following:

foundation; roof; underground water and sewer (excluding removal of blockages); elevator; structural portions of the Leased Premises (except interior walls); except for repairs required thereto by reason of the acts or omission of Lessee, Lessee's employees, agents, invitees, licensees or contractors.

5. Except as expressly modified by this First Amendment, all other provisions of the Lease remain unchanged and in full force and effect.

[signatures on following two pages]

CITY OF MADISON,
a Wisconsin municipal corporation

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Maribeth L. Witzel-Behl, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, as the Mayor, and Maribeth Witzel-Behl, as the City Clerk, on behalf of the City of Madison, are authenticated on this ____ day of _____, 2024.

Doran Viste, Assistant City Attorney
Member, State Bar of Wisconsin

Approved

Date

Approved

Date

David Schmiedicke, Finance Director

Eric Veum, Risk Manager

Approved as to Form

Michael Haas, City Attorney

Execution of this Lease by the City of Madison is authorized by Resolution No. RES-24-_____, File ID No. _____, adopted by the Common Council of the City of Madison on _____, 2024.

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

Project No. 12226

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Tax Parcel 251/0710-032-0117-7:

CERTIFIED SURVEY MAP NO 7184 RECORDED IN DANE COUNTY REGISTER OF DEEDS
IN VOL 36 PAGE 238 OF CERTIFIED SURVEYS. LOT 1