



**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.)

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5035409**

**11/01/2013 1:45 PM**

**Trans. Fee:**

**Exempt #:**

**Rec. Fee: 30.00**

**Pages: 7**

This Lease, entered into this 30th day of October, 2013, by and between the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin (the "City"), and **Vera Court Neighborhood Center, Inc.**, a Wisconsin non-stock corporation (the "Lessee").

**WITNESSETH:**

NOW, THEREFORE, it is mutually agreed as follows:

THIS SPACE RESERVED FOR RECORDING DATA

1. **Leased Premises.** The City hereby leases to the Lessee the premises described as follows: ground floor space consisting of approximately 3,600 square feet (the "Leased Premises") within a building located at 1910 Lake Point Drive, Madison, Wisconsin (the "Building"). The Building is located upon real estate (the "Property") more specifically described as:

Return to: City of Madison  
CEDU – Real Estate Section  
P.O. Box 2983  
Madison, WI 53701-2983

Tax Parcel No.: 251-0710-194-0804-8

East seventy-three feet of Lot Twenty (20) and the West one foot of Lot Twenty-One (21), Hollywood, in the City of Madison, Dane County, Wisconsin.

The Leased Premises, the Building and the Property are depicted on attached Exhibits A.

2. **Exclusive Use.** During the term of this Lease the Lessee shall be entitled to the exclusive use of the Leased Premises for the purpose of operating and conducting the business of a community-based neighborhood/community center, and activities related thereto, and for no other purposes whatsoever without the City's prior written consent, which consent the City may withhold in its sole discretion.
3. **Lease Term.** Unless terminated earlier in accordance with Paragraph 20, the term of this Lease shall commence as of October 1, 2013 (the "Effective Date") and end at midnight on September 30, 2015.
4. **Renewal.** If mutually acceptable to the City and Lessee, the lease can be extended for up to three (3) successive terms of one (1) year. Lessee shall provide the City written notice of Lessee's intent to renew the lease no earlier than ninety days (90) days and no later than sixty days (60) prior to the expiration of the lease. The City shall have thirty (30) days from receipt of said notice to inform Lessee of its intent regarding renewal. The City's decision to renew or not renew the agreement is not reviewable.
5. **Rent and Conditions of Rent.** Rent shall be One thousand and no/100 dollars (\$1,000.00) per month. The net monthly rental payment shall be due by the 1<sup>st</sup> of each month of the Lease Term and subsequent payments shall be due on the first day of each month this Lease is in effect, with no proration of the rent for any partial month this Lease may be in effect
6. **Subletting.** The Lessee shall not sublet the Leased Premises, or any portion thereof.
7. **Construction.** No construction, modification, improvement, alteration, redecoration, or remodeling of the Leased Premises shall be undertaken without prior written approval of the City and any plans for any of the same are subject to written approval of the City's Real Estate Manager. 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.
8. **General Care.** The Lessee shall, except as otherwise noted herein, at Lessee's own expense, keep and maintain the Leased Premises in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of the Leased Premises. Lessee shall be responsible for all maintenance on the interior of the building. Lessee shall be responsible for all cleaning, lawn care, and snow removal and shall be responsible for any penalties for failure to do so.
  - a. **Maintenance, Repairs and Replacements.** The City shall keep the foundation, roof, electrical,

plumbing and sewer systems, heating, ventilating and air conditioning system, exterior doors, window frames, windows and structural portions of the walls of the Leased Premises in good condition and repair and shall make any repairs/replacements required. Notwithstanding the foregoing, the Lessee shall be responsible for the cost and expenses of repairs/replacements required by reason of acts or omissions of the Lessee, the Lessee's employees, agents, invitees, vendors, licensees or contractors. The Lessee shall give the City written notice of the necessity for repairs/replacements coming to the attention of the Lessee, following which the City shall have a reasonable time to undertake and complete such repairs.

- b. Except as provided in Paragraphs a. above, the Lessee shall be responsible for normal wear, repairs, replacement and maintenance to Leased Premises grounds and facilities.
9. Common Areas. The City grants to the Lessee and the Lessee's employees, agents, customers, invitees, vendors, licensees, and contractors the right to use, in common with all others to whom the City has or may hereafter grant rights to use the same, the "Common Areas" located on the Property. The term "Common Areas" is defined as the parking area, recreational area, sidewalks, driveway, basement stairwell, basement storage area, and all other areas or improvements which may be provided by the City for the common use or benefit of occupants of the Building. Notwithstanding the foregoing, access by the Lessee to the basement stairwell and basement of the Building shall be restricted to the Lessee's Director and staff only. The Lessee's use of the basement shall be for storage purposes only, in areas to be assigned by the City, and shall be for no other purpose without the City's written consent, which consent the City may withhold in its sole discretion. The City 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 City shall be responsible for the cleaning and maintenance of the Common Areas and grounds of the Property, including but not limited to, snow and ice removal, striping of parking areas, and lawn and landscaping maintenance.
  10. Utilities and Certain Services. The Lessee shall be solely responsible for and promptly pay all charges for pest control, garbage removal and water and sewer services to the Leased Premises. The Lessee shall be solely responsible for and promptly pay all charges for heat, gas, electricity, telephone service, and any other utility used upon or furnished to the Leased Premises. The obligation of the Lessee to pay for such utilities shall commence as of the date on which possession of the Leased Premises is delivered to the Lessee, without regard to the formal Effective Date of this Lease.
  11. Taxes
    - a. Real Estate Taxes and Assessments. The City shall be responsible for the payment of all real estate taxes and special assessments accruing to the Building and/or the Property.
    - b. Personal Property Taxes. The Lessee shall pay, before delinquency, all municipal, county and state or federal taxes assessed against any leasehold interest of the Lessee or any fixtures, furnishings, equipment, stock-in-trade or other of the Lessee's personal property of any kind owned, installed or used in or on the Leased Premises for the Lessee's sole benefit.
  12. Compliance. The Lessee shall not perform any acts or carry on any practices which may injure the Leased Premises, the Building, the Property, or be a nuisance or menace to neighboring property or neighboring tenants within the Building. 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.
  13. Rules and Regulations. The Lessee shall observe and comply with the City's rules and regulations pertaining to the Leased Premises and the Common Areas. The Lessee agrees such rules and regulations may be rescinded, amended or added to by the City for the proper use, welfare, and enjoyment of all tenants and patrons of the Building. The Lessee shall have five (5) days advance written notice of any such rescissions, amendments, or additions and in the event the Lessee shall object thereto in writing, such rescissions, amendments or additions shall not become effective as against the Lessee until the Lessee and the City or its agent have had the opportunity to negotiate and reach an agreement. If the Lessee is unable to accept the City's revised, rescinded or amended Rules and Regulations after fourteen (14) days, the Lessee shall have the right to terminate this Lease in accordance with Paragraph 20.

14. City's Access to Leased Premises. The City, its agents and employees, shall be allowed access to the Leased Premises at reasonable times upon twenty-four (24) hours' notice for the purposes of inspecting the same, making necessary alterations, or repairs, or exhibiting the Leased Premises to a subsequent lessee, owner, lender, or prospective purchaser. In case of emergency, the City may enter the Leased Premises at any time.
15. Damage and Destruction. In the event the Leased Premises is 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 the City, at the City's expense, but in no event shall the City be required to repair or replace the Lessee's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property. In the event: (a) the Leased Premises is 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, the City 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 the Lessee within sixty (60) days after the event causing the damage.
16. Indemnification. The City shall stand indemnified by the Lessee as herein provided. The Lessee, including its officials, officers, agents and employees, shall be deemed to be an independent contractor and operator responsible to all parties for their respective acts or omissions, and the City shall in no way be responsible therefor. The Lessee shall be liable to and 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 officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, 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 Lessee or its officers, officials, members, agents, employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of this Lease, whether caused by or contributed to by the negligence of the City or its officers, officials, agents, or employees.
17. Insurance.
  - a. Commercial General Liability. Lessee shall carry commercial general liability insurance including contractual liability with no less than \$1,000,000 per occurrence, as may be adjusted, from time to time, by the City's Risk Manager. The policy or policies shall name the City of Madison and its officers, officials, agents and employees as additional insureds. Such policy shall also apply on a primary and non-contributory basis. As evidence of this coverage, the Lessee shall furnish to the City a certificate of insurance on a form provided by the City.
  - b. Property. Lessee shall be solely responsible for carrying property insurance sufficient to cover the loss or damage to the Lessee's personal property.
18. Hazardous Substance Indemnification. The Lessee represents and warrants that its use of the Leased Premises will not generate any hazardous substance, and it will not store or dispose on the Leased Premises nor transport to or over the Leased Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Lessee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.
19. Lessee's Obligations. During the term of this Lease the Lessee agrees to pay the rents at the times and in the manner set forth herein. At the expiration hereof, or earlier termination of the Lease for any cause, the Lessee agrees to deliver up the Leased Premises to the City peacefully and quietly in the condition call for by the terms of this Lease, normal wear and tear excepted. The Lessee further agrees that it will not cause any waste to be committed upon the Leased Premises; that it will observe special care and caution to preserve the Leased Premises from damage or injury by fire or otherwise; that it will conduct its business or activities on the Leased Premises so as to keep the premiums of any

insurance on any policy covering the Leased Premises at the lowest reasonable rate consistent with the Lessee's use of the Leased Premises; and that it will observe and comply with, at its own cost and expense, such rules and regulations as may be required by the insurance company or companies that may insure the Leased Premises.

20. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease, the Lessee shall remove all personal property from the Leased Premises. Provided the Lessee is not in default, the Lessee may also remove any trade fixtures installed by the Lessee on the condition that the Lessee shall repair at its cost any damage caused by such removal. If the Lessee leaves any personal property or trade fixtures on the Leased Premises, the City shall have the right to dispose of said property, without liability, thirty (30) days after the Lessee vacates or abandons the Leased Premises. The Lessee specifically agrees that the security alarm system and computer wiring installed in the Leased Premises shall not be removed and shall remain the property of the City.
21. 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:

For the City:                      City of Madison  
   Community and Economic Development Unit  
   Attention: Director  
   215 Martin Luther King, Jr. Blvd., Suite LL-100  
   P. O. Box 2983  
   Madison, WI 53701-2983

For the Lessee: Vera Court Neighborhood Center  
   Attention: Director  
   614 Vera Court  
   Madison, WI 53704

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.

22. Accessibility. The Leased Premises shall conform where applicable to Chapter COMM 69 of the Wisconsin Administrative Code, Madison General Ordinance 3.72, the Federal Fair Housing Act as amended, and the Americans with Disabilities Act, regarding accessibility, with all costs of compliance to be paid by the City.
23. Assignment and Subletting. The Lessee shall not assign, pledge, sell or in any manner transfer this Lease or any interest hereunder and shall not sublet the Leased Premises or any part thereof, without the prior written consent of the City, which consent the City may withhold in its sole discretion. The City's right to assign this Lease is and shall remain absolute and unqualified.
24. Covenant of Peaceful Enjoyment. The City covenants and agrees with the Lessee that upon the Lessee paying the rents required herein and performing and abiding by all the cove ants, items and conditions herein contained on its part, the Lessee shall at all times during said term peaceably and quietly have, hold and enjoy the Leased Premises.
25. Non-Discrimination. In the performance of the services under this Lease, the Lessee 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, political beliefs or student status. The Lessee 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 or national origin.
26. Signs. Any signs on the Leased Premises shall be subject to the prior written approval of the City and shall be in conformity with the provisions of Chapter 31, Street Graphics Control, Madison General Ordinances. Signage for advertising purposes shall not be permitted.
27. No Waiver. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor affect the right of the party to enforce the same upon a subsequent default or breach.
28. Remedies Cumulative. The rights and remedies herein granted are cumulative and are in addition to any given by any statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

29. Severability. The terms and provisions of this Lease shall be deemed separable and 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 term or provision to the City or the Lessee or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of the Lease shall be valid and be enforceable to the fullest extent permitted by law.
30. Lessee Waivers.
- 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 Property or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purposes by any authority in appropriation 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 the condemning authority such compensation as may be separately awarded to the Lessee for moving and relocation expenses.
31. Successors and Assigns. This Lease shall bind and insure to the benefit of the parties hereto, their representatives, successors and assigns, except as otherwise herein specifically provided.
32. Entire Agreement. This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the City and the Lessee concerning the Leased Premises, and there are not covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those herein set forth. No subsequent amendments, change or addition to or of this Lease shall be binding upon the City or the Lessee unless the same is reduced to writing and signed by the parties.
33. Public Record. This Lease will be recorded at the office of the Dane County Register of Deeds after it is executed by the parties.

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

VERA COURT NEIGHBORHOOD CENTER, INC.,  
a Wisconsin non-stock corporation

By:

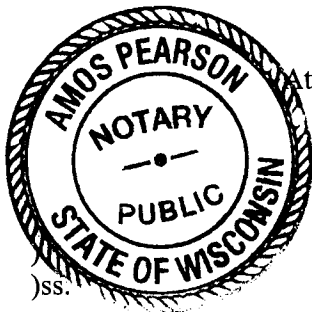
*Thomas R Solyst*

*Thomas R Solyst, Ex. Dir*

\* Name and Title

Attest:

\_\_\_\_\_  
\* Name and Title



State of Wisconsin

County of Dane )

Personally came before me this 30 day of October, 2013, Thomas R. Solyst (print or type name), \_\_\_\_\_ (print or type title), of the above named Vera Court Neighborhood Center, Inc., a non stock corporation, known to be the person who executed the above foregoing instrument and officer of said corporation, and acknowledged that he/she executed the foregoing instrument as such officer as the deed of said corporation by its authority.

*Amos Pearson*  
Notary Public, State of Wisconsin  
My Commission: 01-01-2017

State of Wisconsin )  
 )ss.  
County of Dane )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_ (print or type name), \_\_\_\_\_ (print or type title), of the above named Vera Court Neighborhood Center, Inc., a \_\_\_\_\_ corporation, known to be the person who executed the above foregoing instrument and officer of said corporation, and acknowledged that he/she executed the foregoing instrument as such officer as the deed of said corporation by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

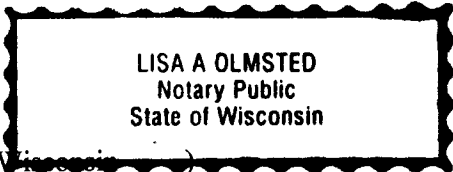
**CITY OF MADISON**

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

By: Maribeth Witzel-Behl  
Maribeth Witzel-Behl, City Clerk

State of Wisconsin )  
 )ss.  
County of Dane )

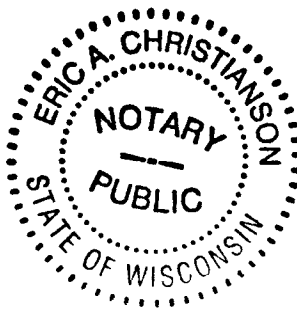
Personally came before me this 31<sup>st</sup> day of October, 2013, the above named Paul R. Soglin, Mayor of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.



Lisa A. Olmsted  
Notary Public, State of Wisconsin  
My Commission: 9/6/13

State of Wisconsin )  
 )ss.  
County of Dane )

Personally came before me this 30<sup>th</sup> day of October, 2013, the above named Maribeth Witzel-Behl, City Clerk of the City of Madison, acting in said capacity and known to me to be the person who executed the foregoing instrument and acknowledged the same.



Erica Christianson  
Notary Public, State of Wisconsin  
My Commission: exp. 6-29-2014

Approved:  
David Schmiedicke 10/30/13  
David Schmiedicke, City Comptroller Date

Approved:  
Eric Veum 10/30/13  
Eric Veum, Risk Manager Date

Approved as to form:  
Michael P. May 10/31/13  
Michael P. May, Acting City Attorney Date

Execution of this Lease is authorized by Resolution No. 13-00757, ID No. 31527, adopted by the Common Council of the City of Madison on October 1, 2013.

Drafted by the City of Madison Real Estate Section

Project No. 10260



Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

Authorized by:

