

SECOND 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 Second Amendment to Lease is made as of _____, 2017, by and between the **City of Madison**, a Wisconsin municipal corporation (“City”) and **Community GroundWorks, Inc.**, a Wisconsin non-stock corporation (“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 (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, Madison Water Utility (“MWU”) operates a subterranean well and reservoir located at 201 S. Hancock St. (Unit Well #17, also known as Crowley Station) which has a large exposed concrete surface platform; and

WHEREAS, MWU has made improvements to the Crowley Station platform, including installing raised garden beds along the perimeter of the platform (“Crowley Station Garden Area”); and

WHEREAS, the parties desire to amend the Lease to include the Crowley Station Garden Area 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 as follows:

1. Exhibit A to the Lease (legal descriptions of the Garden Areas) is hereby amended to include the Crowley Station Garden Area by inserting the attached Exhibit A page 15.
2. Exhibit B to the Lease (special conditions for the Garden Areas) is hereby amended to include the Crowley Station Garden Area by inserting the attached Exhibit B pages 11 and 12.
3. Exhibit C to the Lease (depictions of the Garden Areas) is hereby amended to include the Crowley Station Garden Area (in its current layout) by inserting the attached Exhibit C page 17.
4. All other provisions of the Lease remain in full force and effect.

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

Tax Parcel No.: 251-0709-133-3801-2

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

COMMUNITY GROUNDWORKS, INC.,
a Wisconsin non-stock corporation

By: _____
Karen von Huene, Executive Director

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this ____ day of _____, 20__, the above-named Karen von Huene, Executive Director of Community GroundWorks, Inc., a Wisconsin non-stock corporation, known to be the person who executed the foregoing instrument and Executive Director of said corporation, and acknowledged that they executed the foregoing instrument as such Executive Director as the deed of said corporation, by its authority.

Notary Public, State of Wisconsin

Print or Type Name
My Commission: _____

CITY OF MADISON

By: _____
Paul R. Soglin, Mayor

By: _____
Maribeth Witzel-Behl, City Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2017, 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.

Notary Public, State of Wisconsin

Print or Type Name
My Commission: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2017, the above named 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.

Notary Public, State of Wisconsin

Print or Type Name
My Commission: _____

Execution of this Second Amendment to Lease is authorized by Resolution Enactment No. RES-15-00452, File ID No. 38170, adopted by the Common Council of the City of Madison on May 19, 2015.

Drafted by the City of Madison Office of Real Estate Services

Project No. 10746

EXHIBIT A

Page 15

(per Second Amendment to Lease)

Site 15 – Crowley Station Garden Area

Part of Block Two Hundred Sixty-nine (269) and of Block Two Hundred Seventy-one (271), Original Plat, in the City of Madison, Dane County, Wisconsin, as depicted on Page 17 of Exhibit C, and more particularly described as follows:

Commencing at the West corner of Block 271; thence South 45° East along South Hancock Street, 20 feet to the point of beginning; thence continue South 45° East along said street, 74 feet; thence North 31°55' East, 292.55 feet, more or less to new street line of Williamson Street; thence South 71°56' West along Williamson Street, 17.8 feet to the new Southeast line of Wilson Street; thence South 44°58' West, 268 feet, more or less to the point of beginning.

Address: 201 S. Hancock St., Madison, Wisconsin

Tax Parcel No: 251-0709-133-3801-2

EXHIBIT B

Page 11

(per Second Amendment to Lease)

Site #15 – Crowley Station Garden Area

1. The garden beds included in the Crowley Station Garden Area shall be limited to the raised bed planters, accessible raised planter, and round planters at those locations depicted on Exhibit C.
2. Gardening activities in the Crowley Station Garden Area shall not impede the public's access to the Crowley Station platform. The Lessee shall ensure that its sublessees do not restrict access or charge admission to the Crowley Station Garden Area. Notwithstanding the foregoing and subject to the prior written consent of MWU, the sublessees may use the Crowley Station Garden Area for garden-related fundraising and educational events ("Permitted Events"). During Permitted Events, the sublessees may limit public access to the Crowley Station Garden Area and charge a monetary fee for access to the Crowley Station Garden Area. All Permitted Events and related activities shall at all times be in compliance with all applicable City of Madison General Ordinances.
3. In addition to and in accordance with the provisions of Paragraph 10.b of the Lease (General Conditions), the City bans the use of any chemical agent, insecticide, fertilizer or additive on the Crowley Station Garden Area which does not comport with organic farming methods. All fertilizers and soil amendments shall be organic products of plant or animal origin. The use of synthetic fungicides and herbicides of any kind is prohibited.
4. No planters or trellises shall be affixed to or placed against the existing railings in the Crowley Station Garden Area.
5. Because of the public site of the Crowley Station Garden Area, special consideration must be given to the aesthetics of the design and to maintaining a tidy appearance during the garden season.
6. MWU shall install a water meter on the exterior hose bib by the well entrance in spring 2017. In the event MWU cannot install a water meter by the aforementioned time, MWU shall complete the installation as soon as practicable. In accordance with Paragraph 10.a. of the Lease (General Conditions), the Lessee shall be responsible for all water charges billed to the Crowley Station Garden Area.
7. The Lessee and its sublessees shall be permitted to store garden equipment inside MWU's well house during the winter months, with the prior written consent of MWU. All storage shall be coordinated with the primary or secondary contact person designated by MWU.
8. The Lessee, and its sublessees, shall utilize the rain barrel located in the Crowley Station Garden Area, which rain barrel shall be provided and maintained by MWU.
9. MWU shall have the right to restrict access to the Crowley Station Garden Area and to relocate/remove items from the Crowley Station Garden Area in order to perform maintenance at the site.

10. In the event MWU schedules planned maintenance to the Crowley Station Garden Area, MWU shall provide notice to the designated contact person(s) for the Crowley Station Garden Area at least one (1) week prior to the start of work. In the event emergency maintenance is required, MWU shall provide notice as soon as practicable.
11. The Lessee, or its sublessees, and MWU shall each designate primary and secondary contact persons through whom all communications and coordination between MWU and Crowley Station Garden Area shall be handled.
12. Parking of vehicles shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
13. No permanent improvements are to be placed in the Crowley Station Garden Area by the Lessee or its sublessees. MWU shall provide and maintain the following improvements located within the Crowley Station Garden Area: raised garden beds, garden planters/containers, bulletin board planter, compost tumbler, and a lockable toolbox (collectively, "MWU Improvements"). The MWU Improvements shall remain the exclusive property of MWU and MWU reserves the right, in its sole discretion, to remove or relocate the MWU Improvements, or any part thereof. All other tools or gardening equipment remain the property of the gardeners of the Crowley Station Garden Area and the gardeners are responsible for maintaining and replacing those items as needed. The gardeners may perform maintenance activities or make improvements relating to the MWU Improvements, provided that prior written consent for said maintenance or improvements is obtained from MWU in accordance with condition #15 below. MWU reserves the right, in its sole discretion, to deny maintenance and/or improvement requests made by the Lessee or gardeners.
14. The Lessee agrees to hold the City harmless for any disruption to the Lessee's use of the Crowley Station Garden Area and for any damages to the Lessee's plantings or other personal property on the Crowley Station Garden Area which may result from work by MWU, the City or its agents related to public improvements or facilities.
15. The Lessee, or its sublessees, shall request prior written approval before making any changes to the Crowley Station Garden Area, including the private installation of improvements. The Lessee, or its sublessees, shall provide MWU with complete plans for any proposed improvements, changes in layout, or maintenance activities. Such plans shall include site diagrams, an installation or maintenance schedule, contractor information, and any other information deemed relevant by MWU. MWU shall have ten (10) business days to review the plans and approve or deny them in full or in part, or to request more time to review the plans.

EXHIBIT C

Page 17

(Per Second Amendment to Lease)

CROWLEY STATION SITE PLAN

9/12/2016

Crowley Station
Garden Area

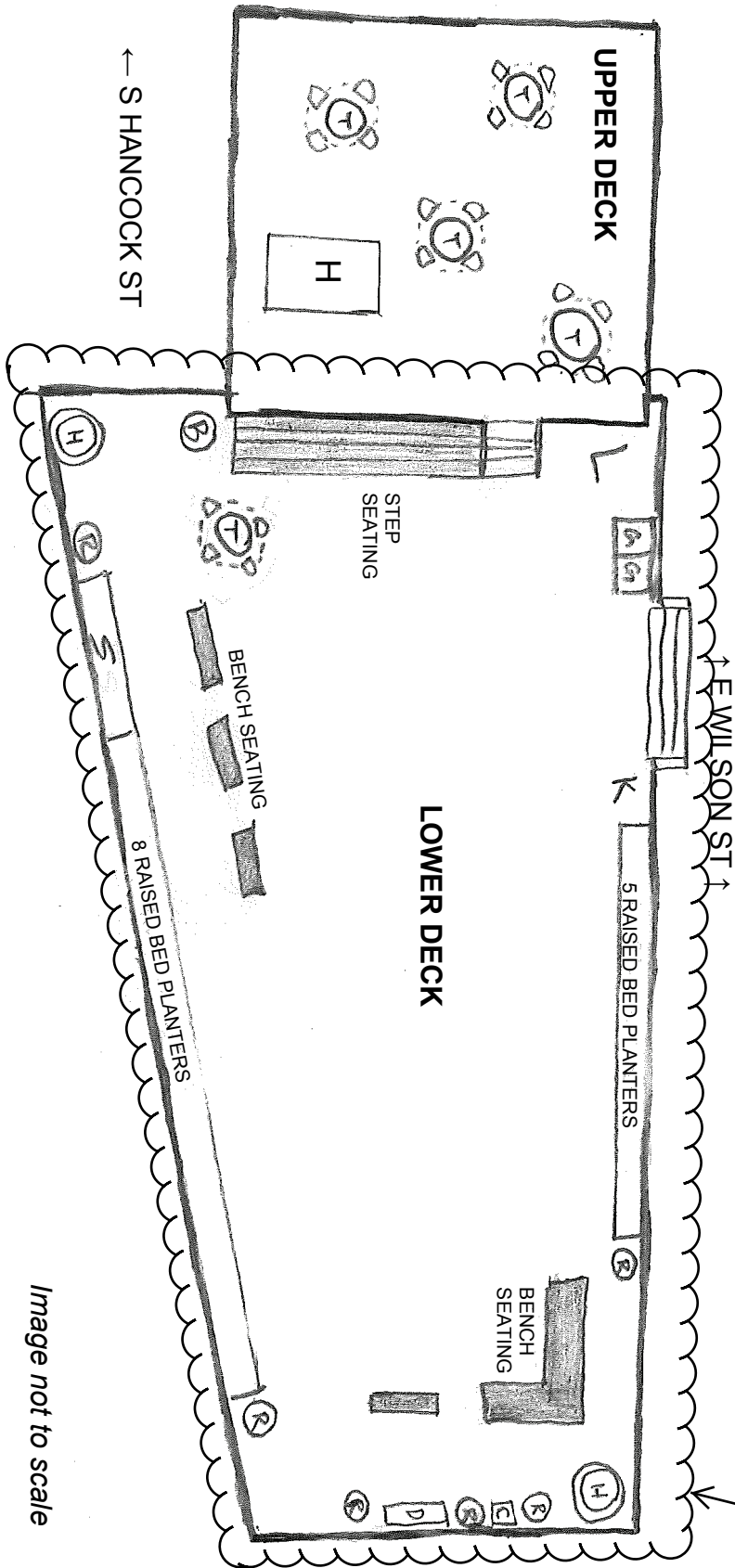


Image not to scale

- Legend:**
- H- Reservoir or pump Hatch
 - T- Freestanding table/chairs
 - L- Little Library
 - B- 32" Rain barrel with stand and saucer

- G- Garbage (trash & recycling)
- K- Information kiosk
- R- Round Planter

- C- Compost tumbler
- D- 18X72 Accessible Raised Planter
- S- Storage Bench