

## PARKING AGREEMENT

This Parking Agreement (the "Agreement") is made as of the 1<sup>st</sup> day of May, 2014, by and between the City of Madison, Wisconsin, a municipal corporation (the "City") and Central Focus, LLC, a Wisconsin limited liability company doing business as the Block 100 office and retail project (hereinafter, "Block 100"), which hereby agree as follows:

1. Parking Rights and Use. The City hereby agrees to provide to Block 100, on the terms and conditions provided herein, the right to use no fewer than twenty-five (25) and no more than fifty (50) parking stalls in the State Street Capitol Garage, which is maintained and operated by the City of Madison Parking Utility. The parking stalls are to be used by Block 100 for the sole and exclusive purpose of vehicle parking by Block 100's employees, and tenant employees of any buildings located in the development known as Block 100. Upon the termination or expiration of the City's Parking Agreement with the Edgewater, the City may increase the number of stalls provided hereunder to sixty (60) stalls.
2. Term. The term of this Agreement shall commence May 1, 2014, and continue for five (5) years, unless otherwise terminated as provided herein.
3. Stall Location. All of the parking stalls to be provided are located in the State Street Capitol Garage. No stalls shall be reserved or designated for Block 100.
4. Rent. The rental rate for each stall shall be computed as follows, based on whether it is being provided at the Regular Rate or the Premium Rate:

(State Street Capitol Garage's Regular Resident Monthly Rate) x 1.10 =  
Regular Monthly Rental Rate

(State Street Capitol Garage's Premium Monthly Rate) x 1.10 = Premium  
Monthly Rental Rate

The Regular resident month-to-month rates for each stall at the State Street Capitol Garage shall be determined in the same manner as at all other City Garages.

The total monthly rent payable to the City shall be the sum of the Monthly Rental Rates for each of the parking stalls then being provided by the City to Block 100, based on whether the stall being provided is Regular or Premium. By way of example, using the monthly resident rate at the State Street Capitol Garage of \$140.00, the Regular monthly rental rate for forty (40) stalls under this Agreement would be  $(\$140 \times 1.10) = \$154$  per stall, for a total monthly rent of \$6,160.

Block 100 shall make rent payments monthly, in advance. The rent shall be paid by credit card at the City's offices located in Room 100, Madison Municipal Building, or by check or similar instrument payable to the City Treasurer, and mailed to the City at P.O. Box 2986, Madison, Wisconsin 53701-2986, or hand-delivered to Room 100, Madison Municipal Building. The Monthly Rental Rate is a gross rate and includes all state and local taxes.

5. Number of Parking Stalls. From time to time, upon thirty (30) days' written notice to the City, Block 100 may request an increase or decrease in the number of parking stalls being provided under this Agreement. The City shall not provide more than sixty (60) parking stalls or fewer than twenty-five (25) parking stalls under this Agreement without the prior approval of the Transportation and Parking Commission and the Common Council.
6. Rate Increases. The City shall give Block 100 thirty (30) days' prior written notice of any proposed rate increases. Rate increases shall be applicable to all monthly passes in the State Street Capitol Garage and not just to Block 100 passes.
7. Time of Use. Stalls provided at the Regular Monthly Rate shall be available for use from 4:00 a.m. to 10:00 p.m., Monday through Friday. Stalls provided at the Premium Monthly Rate shall be available for use twenty-four hours daily. The distribution of Regular Rate and Premium Rate stalls shall be determined through negotiations between the City and Block 100.
8. Motor Vehicles Only. The parking stalls may be used for the parking of motor vehicles only.
9. Assignment and Transfer. Except for financing or collateral purposes, Block 100 shall not assign or transfer its rights under this Agreement without the prior written consent of the City, which consent the City may reasonably withhold. Block 100 shall provide prior written notice to the City of any proposed assignments or transfers made for financing or collateral purposes.
10. Renewal. This Agreement shall be automatically renewed upon the same terms and conditions at the end of its initial five (5) year term for one additional five (5) year term, unless either party terminates this Agreement as provided herein.
11. Termination.
  - A. The City shall have the right, at its sole option, to terminate this Agreement and to invalidate or nullify any parking passes after providing Block 100 with thirty (30) days written notice under the following conditions:
    - (1) Block 100 fails to make a rental payment when due;
    - (2) The City determines that the terms, conditions or existence of this Agreement would, as a matter of law, have the effect of rendering the interest on the City's Parking System Revenue Bonds or general obligation borrowing no longer tax exempt for federal income tax purposes; or
    - (3) Block 100 commits a breach of any other material term or condition of this Agreement.

The City's written notice to Block 100 shall specify the event giving rise to the City's right to terminate. The termination shall not be effective if, within the thirty (30) day period to cure, Block 100 cures the event or matter giving rise to the right to terminate.

- B. This Agreement may terminate at any time upon the written agreement of the parties.
12. Special Conditions. The City encourages Block 100 to formulate an internal Transportation Demand Management Plan in order to lower the demand for parking for single occupancy vehicles by its employees and its tenants' employees.
  13. Non-Discrimination in Employment. In the performance of its obligations herein, Block 100 agrees not to discriminate against any employee or applicant 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, gender identity, political beliefs or student status.
  14. Subordination.
    - A. This Agreement is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the State Street Capitol Garage and its adjacent sidewalks.
    - B. Block 100 shall subordinate its rights in this Agreement, without compensation, at the request of the City to provide easements and rights-of-way for all public and private utilities across, over or under the State Street Capitol Garage, provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the State Street Capitol Garage by Block 100 under the terms of this Agreement.
  15. Authorized Agents. The City's Parking Manager, or his/her designee, is hereby designated as the official representative of the City for the enforcement of all provisions of this Agreement, with authority to administer this Agreement lawfully on behalf of the City. Block 100, or its designee, is hereby designated as the official representative of Block 100 for the purposes of this Agreement, each with authority to act on Block 100's behalf.
  16. Indemnification. Block 100 shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, its officers, officials, agents and employees against all loss or expense (including liability costs and attorneys 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 out of, in connection with, caused by or resulting from, in whole or in part, the acts or omissions in the use of the State Street Capitol Garage or improvements located thereon and there under by Block 100 or Block 100's officers agents, employees, consultants, tenants, or tenants' employees.

17. Insurance. Block 100 shall carry commercial general liability insurance covering as insured Block 100 and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum of \$1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Agreement. As evidence of this coverage, Block 100 shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, Block 100 shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Agreement is in effect, Block 100 shall provide a renewal certificate to the City for approval.
18. Compliance. In its use of the State Street Capitol Garage, Block 100 shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the State Street Capitol Garage. In addition, Block 100 shall abide by, and shall ensure compliance by its tenants and tenants' employees with all applicable City of Madison Parking Utility rules, including but not limited to, its Card Access System Conditions and Monthly Parking Permit Conditions. Block 100 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. Block 100 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 sustainable actions taken by any governmental authority with respect thereto.
19. Notices. All notices required under this Agreement shall be written, and hand delivered or sent by certified mail, return receipt, requested, to:

The City:                      City of Madison  
   Parking Manager  
   P.O. Box 2986  
   Madison, WI 53701-2986

Block 100:           Block 100 Foundation, Inc.  
                          Attn: Property Manager  
                          6120 University Avenue  
                          Middleton, WI 53562

The parties may, by written notice to each other, designate any additional address or addresses to which notices shall be sent to them when required by this Agreement.

**CENTRAL FOCUS, LLC**  
**By: BLOCK 100 FOUNDATION, INC.,**  
**its sole member**

\_\_\_\_\_  
By: Grant Frautschi, President

**CITY OF MADISON**

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

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

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Schmiedicke, Finance Director

\_\_\_\_\_  
Michael P. May, City Attorney