

ATTACHMENT - LEASE

This Lease, effective as of this 15th day of April, 2024, by and between the **City of Madison**, a Wisconsin municipal corporation (“City”), and **Lake Monona Sailing Club, Inc.**, a Wisconsin non-stock corporation (“Lessee”).

W I T N E S S E T H:

NOW, THEREFORE, it is mutually agreed as follows:

1. **Leased Premises.** The City hereby leases to the Lessee a portion of Olin-Turville Park, located at 202 East Lakeside Street, Madison, Wisconsin (“Leased Premises”). The Leased Premises are more particularly described on Exhibit A and depicted on Exhibit B, which exhibits are attached hereto and made a part of this Lease.
2. **Term.** This Lease shall be for an “Initial Term” of two (2) years, subject to early termination pursuant to the terms of this Lease. This Lease shall commence as of April 15, 2024 (“Effective Date”), and expire on April 14, 2026. The term “Lease Year” shall mean a full one (1)-year period. The first Lease Year shall begin on the Effective Date. Each succeeding Lease Year shall begin on the anniversary of the Effective Date.
3. **Use and Restrictions on Use of Leased Premises.** The Lessee shall use the Leased Premises for the installation and use of a pier and boat hoists (collectively, “Facilities”) for the storage of private sailboats and no more than three (3) commercial boats along the lakeshore within Olin-Turville Park at the location shown on Exhibit B.
4. **Rent.**
 - a. The Lessee shall pay to the City annual rent as set forth below:

	Lease Year	Period	Annual Rent (up to 10 boats)	Additional Rent per Additional Boat
Initial Term	1	4/15/24 - 4/14/25	\$2,373.58	\$300.00
	2	4/15/25 - 4/14/26	\$2,658.40	\$300.00

- b. The initial rent payment shall be due upon execution of this Lease and subsequent rent payments shall be due on or before each anniversary of the Effective Date.
 - c. The Lessee shall pay to the City the sum of One Hundred Dollars (\$100.00) for each occasion on which rent is not paid within ten (10) days of its due date. Such penalty amount shall be payable within ten (10) days of a bill therefor being issued by the City. In addition, any rent that is not paid within thirty (30) days of its due date shall accrue interest at the rate of twelve percent (12%) per annum from the due date until paid.
 - d. All payments are to be made payable to the City Treasurer and sent or personally delivered to the City’s Office of Real Estate Services at the address specified in Paragraph 25.

5. **Renewal.** If, at the end of the original term of this Lease or at the end of the previous renewal term, if applicable, the Lessee is not in default under the terms and conditions of this Lease, then the Lessee shall have four (4) successive options to extend this Lease for additional terms of two (2) years each, under the same terms and conditions provided in the original term of this Lease, except that annual rent during the option periods shall be as set forth below, payable as provided in Paragraph 4. If the Lessee desires to renew this Lease, the Lessee must give notice in writing to the City a minimum of ninety (90) days prior to the expiration of the initial term or any renewal term, by the mailing of a notice by certified mail, return receipt requested, or by personal delivery to the City’s Office of Real Estate Services at the address specified in Paragraph 25. Following receipt of such notice, the City may indicate by written notice to the Lessee its approval or denial of the Lessee’s request for renewal. If the City does not assent to a renewal notice pursuant to this Paragraph within thirty (30) days after receipt of such notice, renewal shall be deemed denied.

	Lease Year	Period	Annual Rent (up to 10 boats)	Additional Rent per Additional Boat
1st Renewal Term	3	4/15/26 - 4/14/27	\$2,977.41	\$330.00
	4	4/15/27 - 4/14/28	\$3,334.70	\$330.00
2nd Renewal Term	5	4/15/28 - 4/14/29	\$3,734.87	\$360.00
	6	4/15/29 - 4/14/30	\$4,183.05	\$360.00
3rd Renewal Term	7	4/15/30 - 4/14/31	\$4,685.02	\$390.00
	8	4/15/31 - 4/14/32	\$5,247.22	\$390.00
4th Renewal Term	9	4/15/32 - 4/14/33	\$5,876.88	\$420.00
	10	4/15/33 - 4/14/34	\$6,582.11	\$420.00

6. **Hold Over.** In the event the Lessee shall continue to occupy or use the Leased Premises after the expiration of this Lease or any extension thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided except that rent equal to one-twelfth (1/12) of the annual rent shall be paid monthly in advance, and in no event shall the tenancy be deemed to be from one (1) year to one (1) year.
7. **Construction by Lessee.** With the exception of the placement of the Facilities, no construction, modification, improvement or alteration shall be undertaken on the Leased Premises without the prior written approval of the City’s Parks Superintendent, and any plans for any of the same are subject to the written approval of the City’s Parks Superintendent. All normal periodic repairs, maintenance, and replacement in kind may be performed by the Lessee without the prior written approval of the City. In all cases, the Lessee is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any construction or maintenance activity.
8. **Construction by City.** Lessee understands that, during the term of this Lease, the City may undertake construction in areas of Olin-Turville Park and the Lake Monona shoreline that may include the Leased Premises, or areas of City park land near the Leased Premises, which construction may make use of the Leased Premises by the Lessee, or its invitees, impossible or unsafe. In the event of any park construction work that will involve the Leased Premises, the City shall inform Lessee and either party may terminate this Lease pursuant to Paragraph 21 below.

9. Maintenance. The Lessee shall, at its own expense, keep and maintain the Leased Premises and the Facilities 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 other premises in the immediate vicinity. Maintenance responsibilities include, but shall not be limited to, general repairs and removal of garbage and debris.
10. Utilities. The Lessee shall be solely responsible for and promptly pay all charges for any utility services used upon or furnished to the Leased Premises. Notwithstanding the foregoing, the City shall be responsible for any storm water utility charges accruing to the Leased Premises.
11. Liens.
 - a. The Lessee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, nor against the Lessee's leasehold interest in the Leased Premises, by reason of work, labor services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Leased Premises or any part thereof through or under the Lessee; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or supplier for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Leased Premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' or construction liens against the fee of the Leased Premises. If any such lien is filed, the Lessee shall immediately cause the same to be discharged or released or shall upon request provide adequate and acceptable security or bond to protect the City's interest.
 - b. If any such construction or mechanics' lien shall at any time be filed against the Leased Premises, the Lessee covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and that it will hold the City free and harmless of and from any and all liability to any contractor, subcontractor, supplier, laborer or any other person relating to or arising because of any improvements or alterations on or to the Leased Premises, and that it will also defend on behalf of the City, at the Lessee's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered therein. Upon the Lessee's failure to do any of the foregoing things, the City may take such action as may be reasonably necessary to protect the City's interest, in addition to any other right or remedy which it may have; and any amount paid by the City in connection with such action shall be repaid by the Lessee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.
12. Assignment. The Lessee shall not assign this Lease without the prior written consent of the City, which consent the City may withhold in its sole discretion.
13. Subletting of Leased Premises.

- a. The Lessee shall have the right to sublease the individual pier boat slips to the public for non-commercial use only. The Lessee's subleases to the public shall be limited to a single sailing season and shall be subordinate to all the terms and conditions of this Lease.
- b. Notwithstanding the foregoing, the Lessee shall have the right to sublease no more than three (3) individual pier boat slips to a single commercial operator for uses that have been authorized by the City's Common Council and Board of Park Commissioners. The Lessee's sublease to such commercial operator shall be limited to a single boating season and shall be subordinate to all the terms and conditions of this Lease.
- c. The Lessee is responsible for informing all of its sublessees of all the terms and conditions of this Lease. Any breach of any provision, term or condition of this Lease by any sublessee shall be considered a violation by the Lessee and shall be enforceable by the City under the terms and conditions of this Lease.
- d. The Lessee agrees that subleases shall be given on a priority basis to City of Madison residents. The Lessee shall maintain a waiting list should all spaces become filled.
- e. The Lessee shall use its best efforts to avoid subleasing boat slips for non-active use.

14. Special Conditions.

- a. The Lessee will annually prepare the Facilities for use prior to the sailing season, which runs from April 15 to October 31. The Lessee shall remove the Facilities from the water no later than October 31 of each year. The Lessee may cross City park lands adjacent to the Leased Premises for the purpose of installing and removing the Facilities at the beginning and end of each sailing season, provided such use is covered by the insurance required in Paragraph 18 below. The Lessee shall provide advance notice to the City's Parks Superintendent, or Superintendent's designee, each time before using the adjacent park lands for the purposes described in this paragraph. The Lessee shall immediately repair and restore any damage it may cause to City park lands during the installation or removal of the Facilities.
- b. During such periods when the Facilities are not in use, the Facilities shall be stored or relocated off-premises. In no event shall the Lessee be permitted to store the Facilities upon the Leased Premises or within any other area of Olin-Turville Park.
- c. The placement of the Facilities shall not be permitted outside of the Leased Premises and must comply with State of Wisconsin Department of Natural Resources regulations. The Lessee shall, at its sole expense, obtain and keep current all licenses and permits necessary to comply with all State and City statutes, ordinances, rules and regulations.
- d. The pier shall be open to public use except during those periods when sailboats are being launched or retrieved.
- e. The Lessee shall employ reasonable precautions to secure boats, Facilities and related equipment from unauthorized use.

- f. No storage of material or equipment, trailers or parking of vehicles shall be permitted on the Leased Premises, except the temporary and orderly placement of items in direct conjunction with the Lessee's operations.
 - g. The Lessee shall in no way encumber, or allow to be encumbered, the City's title to the Leased Premises.
15. Lessee Disclosures.
- a. At the request of the City, the Lessee shall submit an up-to-date profit and loss statement of the operation associated with this Lease, and such statement shall conform to accepted accounting procedures.
 - b. Prior to May 15 of each year, the Lessee shall provide to the City a listing of names and addresses of all individuals and any commercial operator renting slips from the Lessee and their corresponding boat descriptions and Wisconsin boat registration numbers. The Lessee shall pay to the City the sum of Fifty Dollars (\$50.00) for each occasion on which this listing is not submitted within ten (10) days of its due date. Such penalty amount shall be payable within ten (10) days of a bill therefor being issued by the City.
 - c. The Lessee shall submit a copy of its current bylaws and listing of officers by May 15 of each year to the City's Parks Superintendent.
16. Taxes and Assessments. The Lessee shall be responsible for all property taxes and personal property taxes that accrue to the Leased Premises. The City shall be responsible for all special assessments that accrue to the Leased Premises.
17. Indemnification. The Lessee shall be liable to and hereby 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 officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting there from, 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 and/or its officials, officers, agents, employees, assigns, sublessees, guests, invitees, or subcontractors, in the performance of this Lease, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, and employees.
18. Insurance. The Lessee shall carry commercial general liability insurance covering as insured the Lessee and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum limit 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 Lease. As evidence of this coverage, the Lessee shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, Lessee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Lease is in effect, Lessee shall provide a renewal certificate to the City for approval.

19. Hazardous Substances; 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, hazardous or toxic 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.
20. Compliance. 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.
21. Termination.
- a. The City shall have the right, at its sole option, to declare this Lease void, terminate the same, reenter and take possession of the Leased Premises under the following conditions:
- (1) By giving the Lessee thirty (30) days written notice, upon or after any one of the following events:
- i. The filing by the Lessee of a voluntary petition in bankruptcy.
 - ii. The institution of proceedings in bankruptcy against the Lessee and the adjudication of the Lessee as a bankrupt pursuant to such proceedings.
 - iii. The taking by a court of competent jurisdiction of the Lessee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.
 - iv. The appointment of a receiver of the Lessee's assets.
 - v. The divestiture of the Lessee's estate herein by other operation of law.
 - vi. The abandonment by the Lessee of the Leased Premises.

- vii. The use of the Leased Premises for an illegal purpose.
- viii. Upon lapse or failure of any insurance coverage required by this Lease.
- ix. In the event the Lessee defaults in the performance of any other term or condition of this Lease.

The termination shall not be effective if, within such thirty (30) day period, the event giving rise to the City's right to terminate ceases to exist. In the event of a breach of a term, covenant or condition of this Lease which requires more than the payment of money to cure and which cannot, because of the nature of such default, be cured within said thirty (30) days, then the Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Lessee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.

Notwithstanding the foregoing, and without prejudice to any other right or remedy, upon lapse or failure of any insurance coverage required by this Lease the City may, at its option, purchase or pay for any insurance coverage required by this Lease and charge the Lessee the cost of same as additional rent. Any amount paid by the City hereunder shall be repaid by the Lessee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.

Failure of the City to declare this Lease terminated upon the breach or default of the Lessee for any reason set forth in this Paragraph 21.a.(1) shall not operate to bar or destroy any right of the City to terminate this Lease for any subsequent breach or default of any term or condition of this Lease.

- (2) For any reason, by giving the Lessee thirty (30) days written notice of termination.

Either party may terminate this Lease by giving the other party a minimum of thirty (30) days written notice of termination

- 22. Rights Upon Expiration or Termination. Upon the expiration or termination of this Lease for any cause, the Lessee's rights in the Leased Premises shall cease, and the Lessee shall immediately surrender the Leased Premises, subject to the provisions of Paragraphs 23 and 24.
- 23. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease for any cause, the Lessee shall remove all personal property from the Leased Premises. If the Lessee leaves any personal property 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.
- 24. Restoration of Leased Premises. Upon the expiration or termination of this Lease for any cause, the Facilities and any and all other improvements installed by the Lessee on the Leased Premises shall be removed by the Lessee at no cost to the City. The Lessee shall also restore the Leased Premises to a condition equivalent to that which existed prior to the Lessee's first use of the Leased Premises. Removal and restoration shall be accomplished within three (3) days of termination of this Lease, except as may be adjusted by the City to allow for weather conditions.

The termination of this Lease shall not become effective until removal and restoration has been accomplished to the satisfaction of the City, and during the removal and restoration period the Lessee's right to use the Leased Premises shall be limited to removal and restoration activities and no other use of the Leased Premises shall be allowed. In the event the Lessee fails to accomplish said removal and restoration, the City may cause the removal and restoration to be accomplished at the Lessee's expense. The City reserves the right to recover from the Lessee all costs incurred by the City for the removal of the improvements and restoration of the Leased Premises. The City may waive or alter this removal and restoration requirement if, at its sole discretion, it so chooses.

25. 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. If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Lease.

For the City: City of Madison
Economic Development Division
Office of Real Estate Services
Attn: Real Estate Services Manager
P. O. Box 2983
Madison, WI 53701-2983
Email: acmiller@cityofmadison.com and
ores@cityofmadison.com

For the Lessee: Lake Monona Sailing Club
Attn.: Ward Paxton, Treasurer
1407 Morrison Court
Madison, WI 53703
Email: wpaxton@charter.net

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 notice shall be given.

25. Definition of City and Lessee. The terms "City" and "Lessee" when used herein shall mean either singular or plural, as the case may be, and the provisions of this Lease shall bind the parties mutually.
26. Severability. 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 terms or provisions to the City or the Lessee or circumstances other than those as to which it is held 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.
27. Non-Discrimination in Employment. In the performance of the services under this Lease, the Lessee 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. 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, sexual orientation, gender identity or national origin.

28. Accessibility. The Leased Premises shall conform to Madison General Ordinance 39.05 and the Americans with Disabilities Act, where applicable, with all costs of compliance to be paid by the Lessee.
29. Subordination.
 - a. This Lease is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the Leased Premises.
 - b. The Lessee shall subordinate its rights in this Lease, without compensation, at the request of the City to provide rights, privileges, easements and rights-of-way for all current or future public and private utilities across or along the Leased Premises, 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 Leased Premises under the terms of this Lease.
30. Right of Entry. The City or its representatives shall have the right to enter upon the Leased Premises at any reasonable time for the following purposes:
 - a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this Lease or in the exercise of its police powers.
 - b. For the purpose of performing work related to any public improvement provided that the City restores the Leased Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement. The Lessee agrees to hold the City harmless for any loss of access which may occur during the period of installation of the public improvement.
31. Signs. Any signs on the Leased Premises shall be in conformity with the provisions of Chapter 31, Street Graphics Control, Madison General Ordinances and shall be subject to the prior written approval of the City's Parks Superintendent or the Superintendent's designee. Signage for advertising purposes shall not be permitted.
32. Entire Agreement. All terms and conditions and all negotiations, representations and promises with respect to this Lease are merged into this Lease. No alteration, amendment, change, or addition to this Lease shall be binding upon the parties unless in writing and signed by them.
33. Counterparts; Electronic Delivery. This Lease and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Lease may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Lease may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Lease may be delivered by facsimile or email and upon receipt

will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Lease, fully executed, shall be as valid as an original.

34. No Waiver. Failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Lease, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
35. Lessee Waivers of Eminent Domain Benefits and Award.
- 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 City condemns the Lessee's interest in the Leased Premises, the Lessee agrees that the award, including damages, for all of its interests shall be Zero Dollars (\$0), and further waives all relocation benefits of every kind and nature.
 - c. In the event the Leased Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purposes by any authority in condemnation 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 any condemning authority, other than the City, such compensation as may be separately awarded to the Lessee for moving and relocation expenses.

Signatures begin on following page.

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

LAKE MONONA SAILING CLUB, INC.

By: _____

_____, Commodore
(Print or type name)

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this ____ day of _____, 2024, the above named _____ (print or type name), Commodore of Lake Monona Sailing Club, Inc., known to me to be the person who executed the above and foregoing instrument and acknowledged that they executed the foregoing instrument in such capacity as the deed of Lake Monona Sailing Club, Inc., by its authority.

Notary Public, State of Wisconsin

(Print or type name)
My Commission expires: _____

Signatures continue on following page.

CITY OF MADISON

By:

Satya Rhodes-Conway, Mayor

By:

Maribeth L. Witzel-Behl, City 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 _____, 2024.

Doran Viste, Assistant City Attorney
Member of the Wisconsin Bar

Approved

Date

Approved

Date

David Schmiedicke, Finance Director

Eric Veum, Risk Manager

Approved as to Form

Michael Haas, City Attorney

Execution of this Lease is authorized by Resolution Enactment 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.

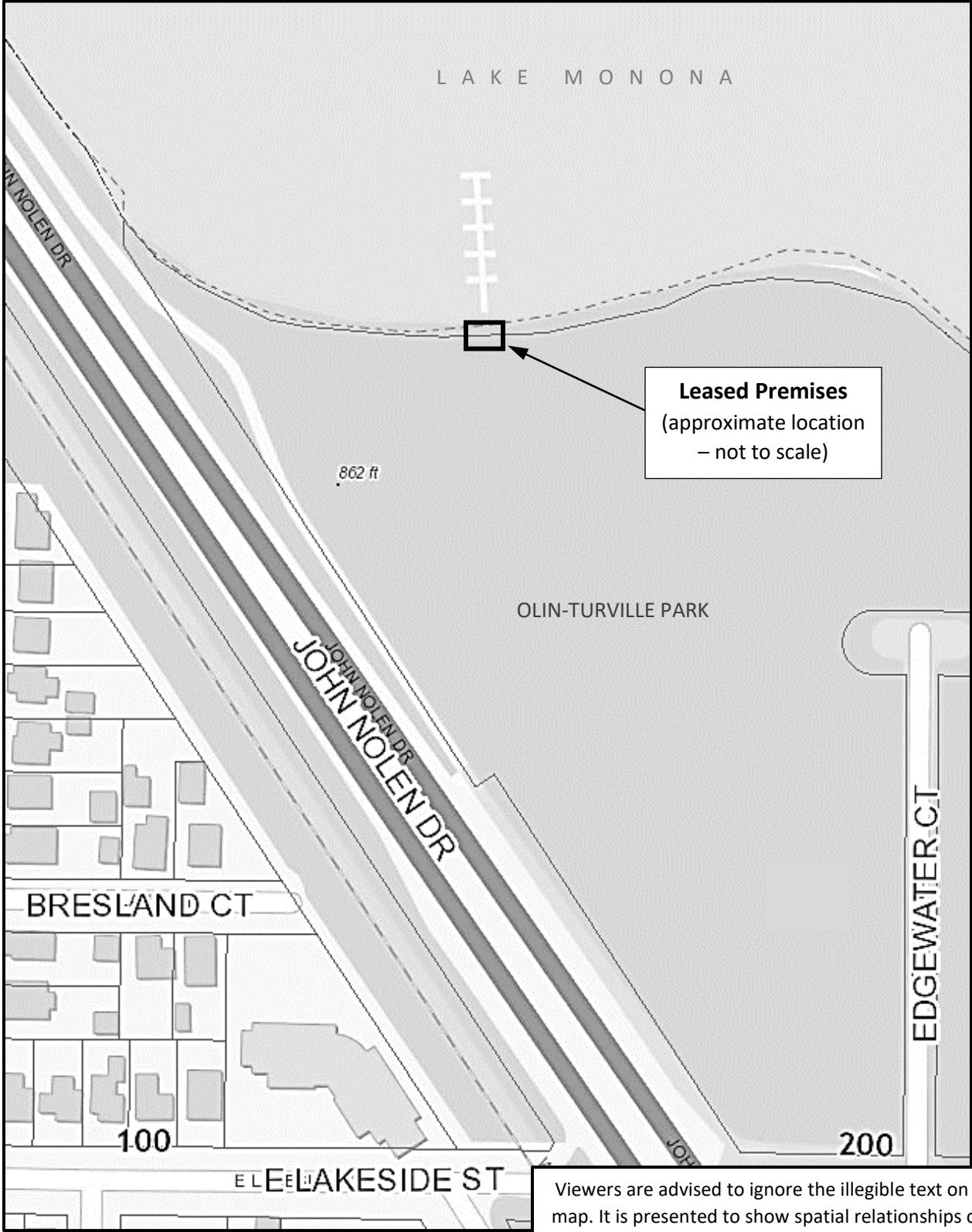
Project No. 3746

EXHIBIT A

Legal Description of the Leased Premises

Twelve (12) square feet of land within Lot 7, Bellevue Park, located in the NW $\frac{1}{4}$ of Section 25, T7N, R9E, City of Madison, Dane County, Wisconsin.

EXHIBIT B - Leased Premises



Leased Premises
(approximate location
- not to scale)

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