

**EXHIBIT - FIRST AMENDMENT AND
NOTICE OF LEASE RENEWAL**

(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 First Amendment and Notice of Lease Renewal (“First Amendment and Renewal”) is made as of the 1st day of August, 2022, by and between the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin (“City”), and **Chanell Ardor Schools of Beauty and Culture LLC**, a Wisconsin limited liability company (“Lessee”; and together, the City and Lessee shall be called “Parties”).

WITNESSETH:

WHEREAS, the City and the Lessee are parties to that certain Lease dated July 1, 2021, and recorded on July 9, 2021, with the Dane County Register of Deeds as Document No. 5748538 (“Lease”); and

WHEREAS, the Lease pertains to the Lessee’s use of a portion of the Building at the City’s Property located at 1810 South Park Street, in Madison, Wisconsin, with the City’s Property legally described in attached Exhibit A; and

WHEREAS, the Initial Term of the Lease expired on June 30, 2022, and the Parties desire to renew the Lease in accordance with Paragraph 6 of the Lease; and

WHEREAS, the Parties agree that certain provisions of the Lease shall be amended as provided herein.

NOW, THEREFORE, the Parties agree as follows:

1. Effective August 1, 2022, Lease Exhibit C is hereby deleted from the Lease and replaced with Exhibit C – Revised 2022, attached to this First Amendment and Renewal.
2. Effective August 1, 2022, Paragraph 2 of the Lease is hereby deleted and replaced with the following:

The City hereby leases to the Lessee approximately 1,350 square feet of space in the Building, being the portion of the Building depicted on Exhibit C – Revised 2022 (“Leased Premises”).

3. Pursuant to Paragraph 4 of the Lease, effective beginning on August 1, 2022, and throughout the remainder of the First Renewal Term, the Lessee shall pay monthly rent to

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

Tax Parcel No.: 251-0709-263-0501-6

the City in the amount of One Thousand Nine Hundred Forty Two and 22/100 Dollars (\$1,942.22).

- 4. Pursuant to Paragraph 6 of the Lease, the term of the Lease is hereby renewed for a one (1)-year period, commencing on July 1, 2022, and expiring on June 30, 2023 (“First Renewal Term”).
- 5. The following shall be added to Paragraph 23 of the Lease:
 - c. Early Termination of Lease. In addition to any other rights available in this Lease, in the event the Lessee contracts to move to the new building being developed at the Village on Park by the Urban League of Greater Madison, then the Lessee may terminate this Lease by delivering notice of termination to the City a minimum of thirty (30) days in advance of such lease commencement at the new Urban League of Greater Madison building.
- 6. All other provisions of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this First Amendment and Notice of Lease Renewal as of the date first set forth above.

CHANELL ARDOR SCHOOLS OF BEAUTY AND CULTURE LLC, a Wisconsin limited liability company

By: _____
Tanisha Harbert, Member

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this ____ day of _____, 2022, the above named Tanisha Harbert, Member of the above named Chanell Ardor Schools of Beauty and Culture LLC, a Wisconsin limited liability company, known to me to be the person who executed the above foregoing instrument, and acknowledged that they executed the foregoing instrument as such Member as the deed of said limited liability company, 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 _____, 2022.

Kevin Ramakrishna, Assistant City Attorney
Member of the Wisconsin Bar

Execution of this document by the City of Madison is authorized by Resolution Enactment No. RES-_____, File ID No. _____, adopted by the Common Council of the City of Madison on _____, 2022.

Drafted by the City of Madison Office of Real Estate Services Real Estate Project No. 12268

EXHIBIT A

Legal Description of the City's Property

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION TWENTY-SIX (26), TOWN SEVEN (7) NORTH, RANGE NINE (9) EAST, FORMERLY TOWNSHIP OF MADISON, NOW CITY OF MADISON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26; THENCE NORTH 0° 19' WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE CENTER LINE OF NEW PARK STREET FOR A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89° 27' WEST, 276.4 FEET; THENCE NORTH 38°55' WEST, 173.1 FEET TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, NORTHWESTERN RAILWAY; THENCE NORTH 51°05' EAST ALONG SAID RIGHT OF WAY LINE 355.2 FEET; THENCE SOUTH 64°38' EAST, A DISTANCE OF 118.1 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4; THENCE SOUTH 0°19' EAST A DISTANCE OF 309.6 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THE ABOVE DESCRIBED LANDS THE FOLLOWING PARCELS:

1. THE EAST 53 FEET THEREOF.

2. A STRIP OF LAND 20 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 9 EAST, DANE COUNTY, WISCONSIN; THENCE NORTH 0°19' WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE CENTERLINE OF NEW PARK STREET FOR A DISTANCE OF 150 FEET; THENCE NORTH 89°27' WEST, 276.4 FEET; THENCE NORTH 38°55' WEST, 153.1 FEET TO THE BEGINNING OF THIS DESCRIPTION OF THE PROPERTY HEREIN CONVEYED; THENCE CONTINUING NORTH 38°55' WEST 20 FEET TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO NORTHWESTERN RAILWAY; THENCE NORTH 51°05' EAST, 355.2 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, LAST DESCRIBED COURSE CONSTITUTING THE NORTHWEST LINE OF THE PROPERTY HEREBY CONVEYED; THENCE SOUTH 64°38' EAST TO A POINT 20 FEET FROM THE AFOREMENTIONED NORTHWESTERLY LINE OF THE PROPERTY HEREBY CONVEYED, LAST MENTIONED 20 FEET BEING MEASURED AT RIGHT ANGLES TO THE SAID NORTHWESTERLY LINE; THENCE SOUTHWESTERLY ON A LINE 20 FEET DISTANCE FROM AND PARALLEL TO SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING, NOW IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

EXHIBIT C – Revised 2022

Depiction of Leased Premises

