

**EXHIBIT - 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.)

This Lease, entered into this 1st day of January, 2022, by and between the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin (the “City”), and **Meyerly Enterprises, LLC**, a Wisconsin limited liability company (the “Lessee”).

WITNESSETH:

WHEREAS, the Lessee is the owner of property located at 2322-2326 Atwood Avenue, City of Madison, Wisconsin, more particularly described on attached Exhibit A and depicted on attached Exhibit D (the “Abutting Property”); and

WHEREAS, the Abutting Property is adjacent to property owned by the City, as more particularly described on attached Exhibit B and depicted on Exhibit D (the “City’s Property”); and

WHEREAS, the City’s Property is former railroad right-of-way reserved for transportation purposes and is commonly known as the “East Rail Corridor;” and

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

WHEREAS, the Lessee desires to lease a portion of the City’s Property for the purpose of operating and maintaining existing patio and other improvements, as further detailed in Section 1 of this Lease, which use shall be ancillary to business operations at the Abutting Property.

Tax Parcel Nos.: 251-0710-064-3709-2  
251-0710-064-3705-0

NOW, THEREFORE, the Lessee and City agree as follows:

1. Leased Premises. The City hereby leases to the Lessee the portion of the City’s Property legally described on Exhibit C and depicted on Exhibit E as the “Leased Premises”. The Leased Premises is approximately 2,311 square feet and is improved with a brick and artificial turf patio area, a stone fence, a wooden fence, a boulder retaining wall, a staircase, bicycle racks, and associated landscaping, as depicted on Exhibit E (together, the “Permitted Improvements”). The Lessee has inspected and accepts the Leased Premises in “as-is” condition.
2. Term. This Lease shall be for a term of ten (10) years, subject to early termination pursuant to the terms of this Lease. This Lease shall commence as of January 1, 2022 (the “Effective Date”) and expire on December 31, 2031. 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. Rent.

- a. Annual rent payable to the City during Lease Year 1 shall be Three Thousand Three Hundred Seventy-four and 06/00 Dollars (\$3,374.06).
- b. Beginning on the first anniversary of the Effective Date of this Lease and on each anniversary date thereafter, the annual rent shall increase by three percent (3%) per year compounded annually. The rent adjustment as described in this Paragraph shall continue throughout any renewal period(s), if any, following the initial ten (10) year term of this Lease.
- c. The rent schedule for Lease Years one (1) through ten (10) is as follows:

<b>Lease Year</b>	<b>Period</b>	<b>Annual Rent</b>
1	1/1/22 – 12/31/22	\$3,374.06
2	1/1/23 – 12/31/23	\$3,475.28
3	1/1/24 – 12/31/24	\$3,579.54
4	1/1/25 – 12/31/25	\$3,686.93
5	1/1/26 – 12/31/26	\$3,797.53
6	1/1/27 – 12/31/27	\$3,911.46
7	1/1/28 – 12/31/28	\$4,028.80
8	1/1/29 – 12/31/29	\$4,149.67
9	1/1/30 – 12/31/30	\$4,274.16
10	1/1/31 – 12/31/31	\$4,402.38

- d. The initial annual 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.
  - e. 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.
  - f. All payments are to be made payable to the City Treasurer and sent or personally delivered to the Economic Development Division at the address specified in Section 25.
4. Renewal. This Lease will automatically continue for successive terms of one (1) year each, unless terminated in accordance with Paragraph 20.
5. 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 year to year.
6. Use and Restrictions on Use of Leased Premises. The Lessee shall use the Leased Premises to operate and maintain the Permitted Improvements, which use shall be ancillary to the business operations at the Abutting Property. The Leased Premises shall be used exclusively by the Lessee and the employees, tenants, customers and invitees of the Abutting Property. The

Leased Premises shall not be used by the general public, with general public defined as all persons other than the Lessee and the employees, tenants, customers and invitees of the Abutting Property.

7. Special Conditions.

- a. No encroachments, other than the Permitted Improvements listed in Section 1, and depicted on Exhibit E, nor construction, other than construction related to the use of the Leased Premises as detailed in Section 6, shall be permitted without the prior written consent of the City, which consent the City may withhold in its sole discretion.
- b. The Lessee shall in no way encumber, or allow to be encumbered, the City's title to the Leased Premises.
- c. Upon the expiration or termination of this Lease pursuant to Paragraph 20, the Lessee, at the Lessee's cost, shall remove from the Leased Premises all Permitted Improvements and shall restore the Leased Premises by grading, adding top soil, and seeding with grass. Removal and restoration shall be accomplished within sixty (60) days of expiration or termination of this Lease, except as may be adjusted by the City to allow for winter conditions. The expiration or termination of this Lease shall not become effective until removal and restoration has been accomplished to the satisfaction of the City; however, during such removal and restoration period the Lessee's right to use the Leased Premises shall be limited to removal and restoration activities. 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 and with no liability or cost to the City. The City may waive or alter this removal requirement if, at its sole discretion, it so chooses.
- d. The Lessee shall prohibit and prevent any use of the Leased Premises by anyone other than as permitted in this Lease.
- e. The Lessees shall immediately provide written notice to the City of any foreclosure action against the Abutting Property.

8. Assignment of Lease. It is understood that the Lessee is the owner of the Abutting Property and that the Lessee's interest in this Lease is appurtenant to the Lessee's ownership of the Abutting Property.

It is further understood that this leasehold interest shall not be severed from the ownership of the Abutting Property. Accordingly, the Lessee shall at any time, upon notice to the City, be permitted to sell, assign, transfer, sublease, mortgage, pledge, encumber, grant and convey its interests in this Lease and the improvements located on the Leased Premises (which actions are collectively referred to herein as "Transfers"), but only if such Transfer is made simultaneously with the Transfer of the Abutting Property to the same purchaser or transferee of this Lease and the improvements located on the Leased Premises. Furthermore, foreclosure of any such mortgage, pledge or encumbrance shall also be a Transfer permitted hereunder, subject to the restriction that this leasehold interest shall not be severed from the ownership of the Abutting Property. All such Transfers shall be subject to all of the terms of this Lease, and all applicable statutes, laws and ordinances. Any purchaser or transferee of all of the Lessee's

right, title and interest in and to this Lease shall be considered as having assumed and become bound by all of the Lessee's obligations hereunder, and shall take the Lease subject to all prior breaches and shall be liable therefor in the same manner as the Lessee or prior transferee.

Any other, further, or subsequent assignment or reassignment of this Lease shall not be permitted without prior approval of the Common Council of the City.

In the event of a Transfer of the Abutting Property without a concomitant assignment of this Lease to the new owner of the Abutting Property, this lease shall be terminated as detailed in Subsection 20.a.(6), and the provisions of Subsection 7.c. shall apply.

9. Subletting. The Lessee shall not sublet the Leased Premises, or any portion thereof.
10. Liens.
  - a. The Lessee shall not suffer or permit any construction lien 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 construction lien 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 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.
11. Maintenance. The Lessee shall, at its 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 other premises in the

immediate vicinity. Maintenance responsibilities include, but shall not be limited to, any required repairs and maintenance to the Permitted Improvements, snow and ice removal, removal of garbage and debris, and landscape upkeep. No exterior storage of materials or equipment is permitted on the Leased Premises except the temporary and orderly placement of items in conjunction with maintenance or repair activities.

12. Taxes and Assessments. The Lessee shall be responsible for all property taxes, personal property taxes, assessments and special assessments that accrue to the Leased Premises.
13. Utilities. The Lessee shall be solely responsible for and promptly pay all charges for water, electricity, sewer, storm water, 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.
14. Indemnification. 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, its officers, officials, agents, or employees. This paragraph shall survive termination and assignment or transfer of this Lease.
15. Insurance.
  - a. Commercial General Liability. During the life of this Lease, 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 minimum per occurrence as may be adjusted, from time to time, by the City of Madison's Risk Manager. 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.
  - b. Property Insurance. Lessee shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Leased Premises. The City shall not be liable for any damage to or loss of property of Lessee or others located on the Leased Premises and Lessee shall obtain a waiver of subrogation in favor of the City.
  - c. As evidence of the above coverages, 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, the Lessee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Lease is in effect, the Lessee shall provide a renewal certificate to the City for approval.

- d. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Lease, Lessee shall immediately cease use of the Leased Premises and the provision of the services under this Lease until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.
16. 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. This paragraph shall survive termination and assignment or transfer of this Lease.
17. 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.
18. 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.

19. Right of Entry.

- a. The City or its representatives shall have the right to enter upon the Leased Premises at any reasonable time for the following purposes:
  - (1) 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 municipal powers.
  - (2) For the purpose of performing work related to any public improvement provided that the City or its representatives restore the Leased Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement.
- b. The City shall have the right to enter upon the land of the Abutting Property at any reasonable time to take any action it may deem necessary for the proper enforcement of any term or condition of this Lease.
- c. For the purposes of remedying an emergency situation, the City may enter the Leased Premises 24 hours per day, 7 days per week, without notice to the Lessee.

20. 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 a minimum of thirty (30) days written notice of termination, 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 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, except in connection with its surrender to an assignee or other party succeeding to the Lessee's interest hereunder, subject to Paragraph 8. Abandonment shall not be deemed to occur while rental payments are current.
    - vii. The use of the Leased Premises for an illegal purpose.

viii. The failure of the Lessee to pay when due any rent or any other monetary sums due pursuant to the terms 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 termination under this Subsection, any prepaid rent shall be retained by the City.

- (2) In the event that the Lessee fails to maintain insurance as required by this Lease, the City may elect to: (a) immediately terminate this Lease and cause the removal of all personal property installed upon the Leased Premises at the sole expense of the Lessee; or (b) 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. In the event of termination under this Subsection, any prepaid rent shall be retained by the City.
- (3) By giving the Lessee a minimum of thirty (30) days written notice of termination in the event the Lessee defaults in the performance of any term or condition of this Lease other than those as set forth in Subsections 20.a.(1) and 20.a.(2). Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the 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. In the event of termination under this Subsection, any prepaid rent shall be retained by the City.
- (4) The City shall have the right, at its sole option, to terminate this Lease by giving the Lessee a minimum of one hundred eighty (180) days written notice of termination. In the event of termination under this Subsection, any rent that has been prepaid for the period following the date of the Lessee's vacation of the Leased Premises shall be prorated on a per diem basis and refunded to the Lessee.
- (5) If the whole or any part of the Leased Premises shall be taken by Federal, State, county, city, or other authority for public use, or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of the Leased Premises, or any part thereof, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefor except that the rent shall be shall be prorated on a per diem basis and refunded to the Lessee.
- (6) In the event of a Transfer of the Abutting Property without a concomitant assignment of this Lease to the new owner of the Abutting Property, this lease shall terminate upon the City's delivery of written notice of termination to the Lessee.



Failure of the City to declare this Lease terminated upon the breach or default of the Lessee for any reason set forth in this Subsection 20.a. 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.

- b. The Lessee shall have the right, at its sole option, to terminate this Lease by giving the City a minimum of one hundred eighty (180) days written notice of termination and by complying with Sections 7.c., 22 and 23. In the event of termination under this Subsection, any rent that has been prepaid for the period following the date of termination shall be prorated on a per diem basis and refunded to the Lessee.
21. 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.
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 7.c. and 23.
23. 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. 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. 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, their heirs, personal representatives, successors and assigns.
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: Manager  
215 Martin Luther King, Jr. Blvd., Room 312  
P. O. Box 2983  
Madison, WI 53701-2983  
Email: [acmiller@cityofmadison.com](mailto:acmiller@cityofmadison.com) and  
[ores@cityofmadison.com](mailto:ores@cityofmadison.com)

For the Lessee: Meyerly Enterprises LLC  
Attn.: Daniel Wakerhauser  
849 E. Washington Ave, Suite 204  
Madison, WI 53703  
Email: meyergrupp@gmail.com

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.

26. Non-Discrimination. 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, 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.
27. Accessibility. The Leased Premises shall conform where applicable to COMM 61.05 and Chapter SPS 361.05 of the Wisconsin Administrative Code, Madison General Ordinance 39.05, and the Americans with Disabilities Act, regarding accessibility, with all costs of compliance to be paid by the Lessee.
28. Signs. Any signs on the Leased Premises shall be in conformity with the provisions of City of Madison Sign Control Ordinance 31. Lessee shall pay the cost to create, install, maintain and remove any signage. Signage for advertising purposes shall not be permitted.
29. 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.
30. As Is, Where Is. The City leases the Leased Premises to the Lessee in “as is”, “where is” condition with all faults and City makes no representations or warranties, either express or implied, as to the condition of the property or any improvements thereon, as to the suitability or fitness of the property or any improvements thereon, as to any law, or any other matter affecting the use, value, occupancy, or enjoyment of the property, or, except as set forth elsewhere herein, as to any other matter whatsoever.
31. Counterparts, Electronic Signature and Delivery. This Lease may be signed in counterparts, each of which shall be taken together as a whole to comprise a single 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.

32. Entire Agreement. All terms and conditions with respect to this Lease are expressly contained herein, and the Parties agree that neither the City nor the Lessee has made any representations or promises with respect to this Lease not expressly contained herein. No alteration, amendment, change, or addition to this Lease shall be binding upon the Parties unless in writing and signed by them.
33. 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 for its use of the Leased Premises
  - 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.
34. Public Record. This Lease will be recorded at the office of the Dane County Register of Deeds after it is executed by the parties.

*Signatures begin on next page.*

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


MEYERLY ENTERPRISES, LLC,  
a Wisconsin limited liability company

By: [Handwritten Signature]  
(signature)

ROBERT H. MEYER Managing Member  
(type or print name and title)

State of Wisconsin )  
                                  )ss.  
County of Dane        )

Personally came before me this 17<sup>th</sup> day of December, 2021, the above named Robert Harold Meyer (name), Managing Member, of Meyerly Enterprises, LLC, a Wisconsin limited liability company, known to me to be the person who executed the above and foregoing instrument and acknowledged that they executed the foregoing instrument as such Managing Member as the deed of such limited liability company, by its authority.

 [Handwritten Signature]  
Notary Public, State of Wisconsin  
Hugo Naxi Pablo  
(print or type name)  
Commission: 05/06/2022

*Signatures continue on next 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
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-22-00\_\_\_\_, 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.

Project No. 4314

## EXHIBIT A

### Legal Description of the Abutting Property

Part of Lot Nine (9), Mrs. M.J. Farnham's Subdivision, in the City of Madison, Dane County, Wisconsin, described as follows:

Beginning at a point on the Northerly line of Atwood Avenue (according to the recorded Plat of Elmside) 238 feet Easterly from the intersection of said line with the Southerly line of the right of way of the Chicago, Milwaukee and St. Paul Railway; thence Easterly along the said Northerly line of said Avenue 52 feet; thence Northwesterly at right angles to said Avenue to the right of way aforesaid; thence Southwesterly along said right of way to a point where a line drawn from place of beginning at right angles to said Avenue would intersect the Southerly line of said right of way; thence Southeasterly at right angles to said Avenue to place of beginning, being part of the Southeast 1/4 of Section 6, Township 7 North, Range 10 East, in the City of Madison.

Subject to and including right of way as provided and set forth in Agreement of Joseph E. Kleiner and Mary Smith, recorded in Volume 29 of Misc., page 316, in the Office of the Register of Deeds of said County.

## **EXHIBIT B**

### **Legal Description of the City's Property**

A parcel of land located in the NE ¼ of Section 6, T7N, R10E, City of Madison, Dane County, Wisconsin, described more or less as follows :

Commencing at a City of Madison concrete monument with a brass cap located at the meander corner for the east quarter corner of said Section 6; thence N89°57'56"W, 644.83 feet; thence S00°02' 04"W, 1,576.87 feet to the point of beginning; thence N53°28'58"E, 305.89 feet to the westerly edge of Ohio Street; thence S16°55'08"E, along said westerly edge 106.15 feet; thence S53°28'58"W, 347.20 feet the easterly edge of Jackson Street; thence N01°03'01"E, along said easterly edge, 126.16 feet to the point of beginning.

## EXHIBIT C

### Legal Description of the Leased Premises

A lease area which lies in an Existing City of Madison Bike/Pedestrian path right-of-way, lying adjacent to Lot 9, Mrs. M.J. Farnham's Addition to the City of Madison Subdivision, located in the SE 1/4 of the SE 1/4 of Section 6, T7N, R10E, City of Madison, Dane County, Wisconsin more particularly described as follows:

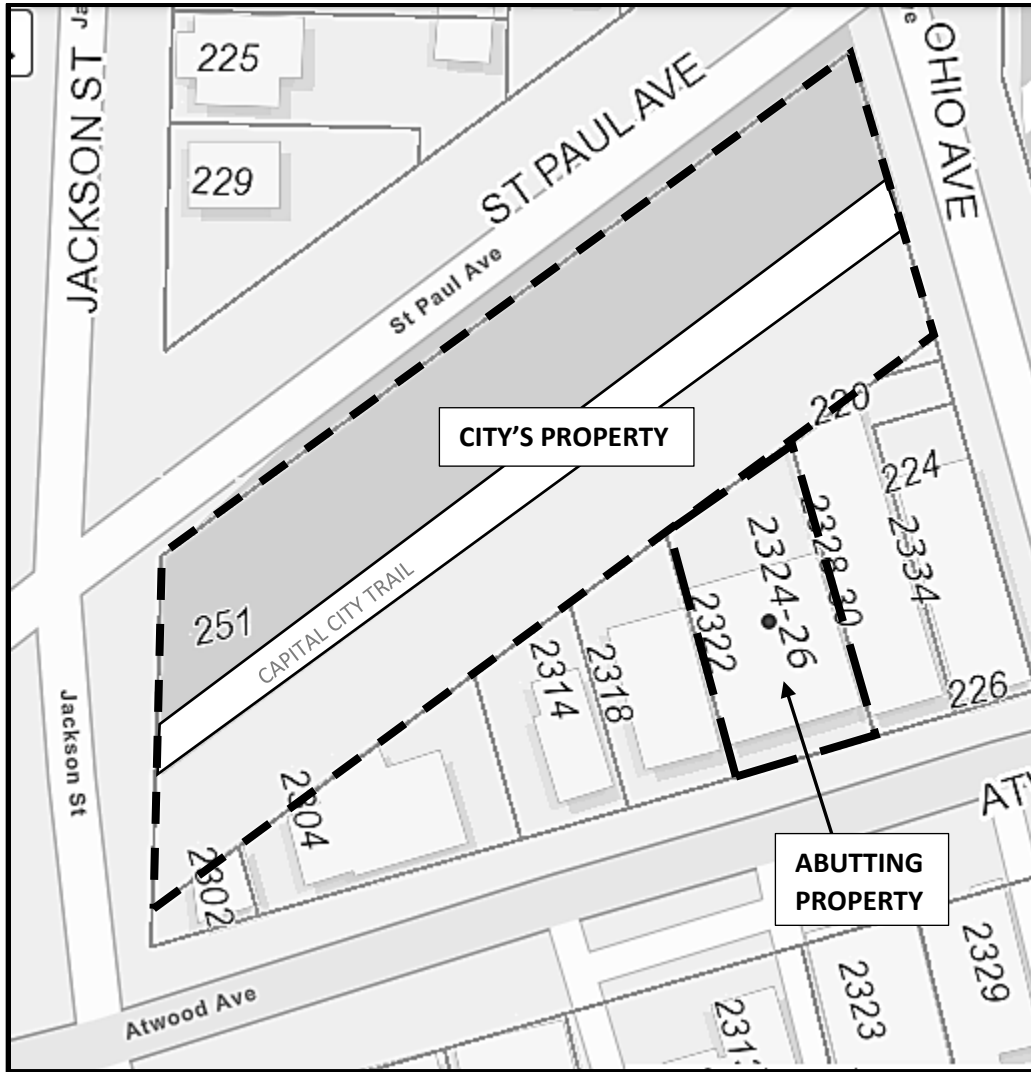
Commencing at the Northerly most corner of a parcel of land described in Doc. No. 3126032, said point being on the northwesterly platted boundary line of said Lot 9, Mrs. M. J. Farnham's Subdivision, and also being the Southeasterly right-of-way line of said City of Madison Bike/Pedestrian Path right-of-way, and the point of beginning of this description;  
thence S 52°25'21" W, along said northwesterly line of Lot 9 and southeasterly right-of-way line, 52.85 feet;  
thence N 16°51'41" W, 47.23 feet;  
thence N 54°14'56" E, 53.18 feet;  
thence S 15°45'24" E, 45.76 feet to the point of beginning.

This description contains an area of 2,311 Square Feet or 0.05 Acres.



# EXHIBIT D

Depiction of Abutting Property and City's Property

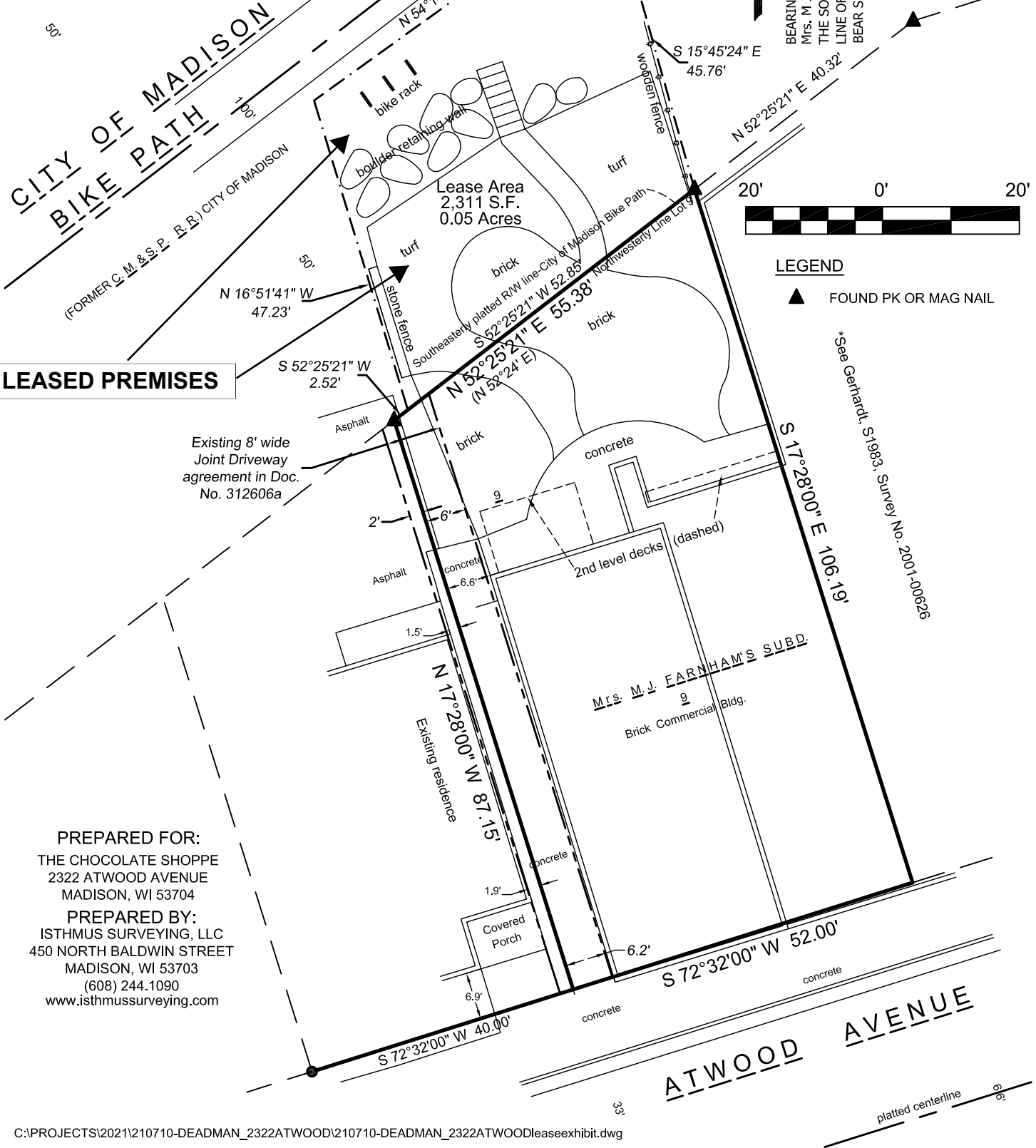


Viewers are advised to ignore the illegible text on this exhibit. It is presented to show special relationships only.

# EXHIBIT E

## Leased Premises and Permitted Improvements

Located in:  
 That part of an existing City of Madison  
 Bike Path Right-of-way, located in the SE  $\frac{1}{4}$   
 of the SE  $\frac{1}{4}$  of Section 6, Township 7  
 North, Range 10 East, City of Madison,  
 Dane County, Wisconsin.



BEARINGS ARE REFERENCED TO THE  
 Mrs. M J FARNHAM'S SUBDIVISION  
 THE SOUTHEASTERLY PLATTED BOUNDARY  
 LINE OF LOT 9 ASSUMED TO  
 BEAR S 72°32'00" W

### LEGEND

▲ FOUND PK OR MAG NAIL

\*See Gerhardt, S-1983, Survey No. 2001-00926

**LEASED PREMISES**

Existing 8' wide  
 Joint Driveway  
 agreement in Doc.  
 No. 312606a

PREPARED FOR:  
 THE CHOCOLATE SHOPPE  
 2322 ATWOOD AVENUE  
 MADISON, WI 53704  
 PREPARED BY:  
 ISTHMUS SURVEYING, LLC  
 450 NORTH BALDWIN STREET  
 MADISON, WI 53703  
 (608) 244.1090  
 www.isthmussurveying.com

**ATWOOD AVENUE**