

DANE COUNTY  
REGISTER OF DEEDS

3180012

12-21-1999 3:54 PM

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Pages 14

LEASE

**COPY**

000605

**Lessor: City of Madison**

**Lessee: North/Eastside Senior Coalition, Inc.**

**Location: 1625 Northport Drive, Madison**

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO: CEDU - Real Estate  
P.O. Box 2983  
Madison, WI 53701-2983

Tax Parcel Numbers: 60-0809-361-0096-8

(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.)

City of  
Madison

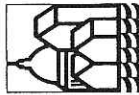


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This Lease, entered into effective as of September 7, 1999, by and between the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin (the "City"), and the **North/Eastside Senior Coalition, Inc.**, a Wisconsin nonprofit corporation (the "Lessee").

WITNESSETH:

WHEREAS the City of Madison is the owner of lands commonly known as Warner Park and of the building located within Warner Park commonly known as the Warner Park Community Recreation Center; and

WHEREAS the North/Eastside Senior Coalition, Inc. desires to lease a portion of the Warner Park Community Center as a base for its office space needs and its community service work; and

WHEREAS the parties agree that for the mutual benefits involved, a lease agreement should be entered into.

NOW, THEREFORE, it is mutually agreed as follows:

1. **Leased Premises.** The City hereby leases to the Lessee designated office space (the "Leased Premises") within the building commonly known as the Warner Park Community Recreation Center (the "Center"), located at 1625 Northport Drive, Madison, Wisconsin 53704, together with the nonexclusive use, in common with others entitled thereto, of the "Common Areas" described in Paragraph 2. The Leased Premises are located in the real estate (the "Property") more specifically described on attached Exhibit A and identified on attached Exhibit B.

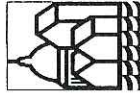
The Leased Premises shall include the office rooms within the Center bearing the following room numbers: 122, 124, 125, 126, and 127. These rooms comprise 1,410 square feet. The Leased Premises are designated on the Floor Plan Map attached as Exhibit C.

2. **Common Areas.** The City grants to the Lessee and the Lessee's employees, agents, customers, invitees, vendors, licensees, and contractors the right to use, in common with all others to whom the City has or may hereafter grant rights to use the same, the "Common Areas" located on the Property. The term "Common Areas" is defined as the parking area, sidewalks, driveway, interior hallways, restrooms, and all other areas or improvements which may be provided by the City for the common use or benefit of occupants of the Center. In addition, the Lessee's rights in the Common Areas shall specifically include daily use of the Kitchen and Community Rooms No. 2 and No. 3 between the hours of 9:00 a.m. to 1:00 p.m., Monday through Friday, for the purpose of preparing and serving senior meals and conducting social programs. The City shall be responsible for the cleaning and maintenance of the interior and exterior Common Areas including, but not limited to, snow and ice removal, striping of parking areas, and lawn and landscaping maintenance. Notwithstanding the foregoing, the Lessee shall be responsible for cleaning the floors, furniture, appliances, Kitchen surfaces, and the dining furniture following each instance of the Lessee's use of the Kitchen and Community Rooms No. 2 and No. 3 as described above. The Lessee shall, at its sole cost and expense, purchase all janitorial and custodial supplies and equipment needed for such cleaning activities, including, but not limited to, a vacuum cleaner. The City reserves the right to control and manage the Common Areas at its sole discretion, and to establish rules and regulations for the use thereof. Said control and management of the Common Areas shall be under the authority of the City's Facility Manager of the Warner Park Community Recreation Center.

3. **Term.** This Lease shall be for a term of one hundred twenty (120) consecutive months, subject to early termination pursuant to the terms of this Lease. This Lease shall commence on September 7, 1999 (the "Effective Date") and expire on September 6, 2009.

4. **Rent and Rent Adjustments.**

- a. For the period from the Effective Date through December 31, 1999, the annual rental rate shall be Eighteen Thousand Twenty Five and no/00 Dollars (\$ 18,025.00). Effective January 1, 2000, the annual rental rate shall increase by one and one-half percent (1 ½%). Effective January 1, 2001 and on each anniversary thereafter throughout the term of the Lease and any



renewal term(s), the annual rental rate shall increase by three percent (3%) per year. Adjustments to the annual rental rate shall be calculated on a compounded basis **000608**

b. Rent shall be payable in equal monthly installments. The first monthly rent payment shall be due upon execution of this Lease and subsequent monthly rent payments shall be due on or before the first day of each succeeding month. Rent for any partial months shall be prorated on a per diem basis based on a 30-day month. The monthly rent schedule for the initial term of the Lease is as follows:

<u>Period</u>	<u>Annual Rental Rate</u>	<u>Monthly Rent</u>
09/07/1999 - 12/31/1999	\$18,025.00	\$1,502.08
01/01/2000 - 12/31/2000	\$18,295.38	\$1,524.61
01/01/2001 - 12/31/2001	\$18,844.24	\$1,570.35
01/01/2002 - 12/31/2002	\$19,409.56	\$1,617.46
01/01/2003 - 12/31/2003	\$19,991.85	\$1,665.99
01/01/2004 - 12/31/2004	\$20,591.61	\$1,715.97
01/01/2005 - 12/31/2005	\$21,209.35	\$1,767.45
01/01/2006 - 12/31/2206	\$21,845.63	\$1,820.47
01/01/2007 - 12/31/2007	\$22,501.00	\$1,875.08
01/01/2008 - 12/31/2008	\$23,176.03	\$1,931.34
01/01/2009 - 09/06/2009	\$23,871.31	\$1,989.28

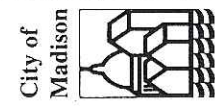
Note: The above computations were made using a calculator that carries each computation to ten decimal places before rounding. A conventional calculator will truncate a computation at two decimals. Therefore, the above computations are more accurate and attempting to duplicate the computations with a conventional calculator will produce slightly different and less accurate results.

- c. The monthly rent payments shall constitute the total of monies owed by Lessee to the City. There are no additional charges for such items as common area maintenance, utilities, or parking.
- d. All payments are to be made to the City Treasurer and sent or personally delivered to the Community and Economic Development Unit at the address specified in Paragraph 23.

5. Options to Renew. 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 two (2) successive options to renew this Lease for additional periods of five (5) years each, under the same terms and conditions provided in the original term of this Lease, except that monthly rent during the renewal periods shall be as set forth below. 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 period, by the mailing of a notice by certified mail, return receipt requested, or by personal delivery to the Community and Economic Development Unit at the address specified in Paragraph 23.

<u>First Renewal Period</u>		
<u>Period</u>	<u>Annual Rental Rate</u>	<u>Monthly Rent</u>
09/07/2009 - 12/31/2009	\$23,871.31	\$1,989.28
01/01/2010 - 12/31/2010	\$24,587.45	\$2,048.95
01/01/2011 - 12/31/2011	\$25,325.08	\$2,110.42
01/01/2012 - 12/31/2012	\$26,084.83	\$2,173.74
01/01/2013 - 12/31/2013	\$26,867.37	\$2,238.95
01/01/2014 - 09/06/2014	\$27,673.40	\$2,306.12

<u>Second Renewal Period</u>		
<u>Period</u>	<u>Annual Rental Rate</u>	<u>Monthly Rent</u>
09/07/2014 - 12/31/2014	\$27,673.40	\$2,306.12
01/01/2015 - 12/31/2015	\$28,503.60	\$2,375.30
01/01/2016 - 12/31/2016	\$29,358.71	\$2,446.56
01/01/2017 - 12/31/2017	\$30,239.47	\$2,519.96
01/01/2018 - 12/31/2018	\$31,146.65	\$2,595.55
01/01/2019 - 09/06/2019	\$32,081.05	\$2,673.42

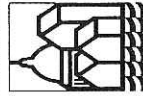


6. Use of Leased Premises. The Lessee shall use the Leased Premises for conducting the administrative needs of the Lessee's organization and for conducting the not-for-profit community services the Lessee's organization has undertaken.

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7. Special Conditions.

- a. The Lessee shall in no way encumber, or allow to be encumbered, the City's title to the Leased Premises.
  - b. Upon the expiration or termination of this Lease pursuant to Paragraph 16, the Lessee, at the Lessee's cost, shall remove from the Leased Premises the improvements installed by the Lessee. The Lessee shall also restore the Leased Premises to a condition equivalent to that which existed prior to the date that the Lessee first occupied the Leased Premises. Removal and restoration shall be accomplished within sixty (60) days of expiration or termination of this Lease. 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.
8. Assignment and Subletting. The Lessee shall not assign this Lease, nor sublet the Leased Premises or any portion thereof, without the prior written consent of the City, which consent the City may withhold in its sole discretion.
9. Maintenance, Repairs and Replacements.
- a. The City shall keep the foundation; roof; electrical, plumbing and sewer systems; heating, ventilating and air conditioning system; exterior doors; window frames; windows and structural portions of the walls of the Leased Premises in good condition and repair and shall make any repairs and/or replacements required. Notwithstanding the foregoing, the Lessee shall be responsible for the cost and expenses of repairs and/or replacements required by reason of acts or omissions of the Lessee, the Lessee's employees, agents, invitees, vendors, licensees or contractors. The Lessee shall give the City written notice of the necessity for repairs and/or replacements coming to the attention of the Lessee, following which the City shall have a reasonable time to undertake and complete such repairs.
  - b. The City shall make all repairs and replacements necessitated by any peril covered by its standard fire and extended coverage insurance policy. Should the Center be wholly or partially damaged by any cause in excess of 50% of the appraised value of the Center as established by the City's insurance carrier, the City shall have the sole option to repair or replace the structure or to demolish the entire structure at which time this Lease shall automatically terminate without liability to either party.
  - c. Except as provided in Subparagraphs 9. a. and 9.b., the Lessee shall keep the Leased Premises and every part thereof, and any fixtures, facilities or equipment contained therein, in good condition and repair and 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. The Lessee shall clean the Leased Premises and empty its trash on a daily basis. The Lessee shall, at its sole cost and expense, purchase all janitorial and custodial supplies and equipment needed for such cleaning activities, including, but not limited to a vacuum cleaner.
  - d. The City authorizes the Lessee to use appropriate tools and fasteners to attach temporary wall hangings and the like to the walls and ceilings. This authorization does not relieve the Lessee of responsibility for any damages that may result.
10. Construction or Mechanics' 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



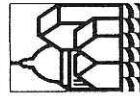
Premises or any part thereof through or under the Lessee, and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or supplier for the performance of 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.

11. Indemnification and Insurance. The City shall stand indemnified by the Lessee as herein provided. The Lessee, including its officials, officers, agents and employees, shall be deemed to be an independent contractor and operator responsible to all parties for their respective acts or omissions, and the City shall in no way be responsible therefor. The Lessee shall indemnify, save harmless and defend the City, its officials, officers, agents, and employees from any and all suits, claims, damages, and losses arising out of, in connection with, caused by or resulting from the condition of the Leased Premises and the use of the Leased Premises or improvements located thereon and thereunder by the Lessee or the Lessee's officials, officers, agents, employees, assigns, guests, invitees, or sublessees, including, without exclusion because of enumeration, all damages by fire, theft or any other cause, to any property of said persons which may at any time be situated within the limits of the Leased Premises. Additionally, the Lessee shall carry commercial general liability insurance including contractual liability with no less than the following limits of liability, as may be adjusted, from time to time, by the City's Risk Manager: bodily injury, death and property damage of \$1,000,000 per occurrence. The policy or policies shall name the City as an additional insured. As evidence of this coverage, the Lessee shall furnish to the City a certificate of insurance on a form provided by the City.

12. Hazardous Substance 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, material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or 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.

13. 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, defense, 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.

14. Subordination.

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- a. This Lease is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the Property.
- 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 Property, 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.

15. 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 municipal powers.
- b. 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. The Lessee agrees to waive any loss of access and to hold the City harmless for any damages resulting from loss of parking which may occur during the period of installation of the public improvement.

16. Termination.

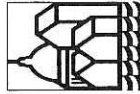
- a. The City shall have the right, at its sole option, to declare this Lease void, terminate the same, reenter and take possession of the Leased Premises under the following conditions:
  - (1) By giving the Lessee a minimum of thirty (30) days written notice of termination, upon or after any one of 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 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. 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.

In the event of termination under this Subparagraph, 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 Subparagraph, any prepaid rent shall be retained by the City. 000612
- (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 Subparagraphs 16.a.(1) and 16.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 Subparagraph, any prepaid rent shall be retained by the City.
- (4) By giving the Lessee a minimum of one hundred eighty (180) days written notice of termination in the event the Leased Premises, in the sole discretion of the City of Madison, are desired for any public use or purpose. In the event of termination under this Subparagraph, 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.

Failure of the City to declare this Lease terminated upon the breach or default of the Lessee for any reason set forth herein 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 Paragraphs 8.b., 18, and 19. In the event of termination under this Subparagraph, 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.
17. 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.
18. 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 8.b. and 19.
19. 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.
20. 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.
21. 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.





22. Authorized Agent. The City's Community and Economic Development Unit Director or the Director's designee is hereby designated as the official representative of the City for the enforcement of all provisions of this Lease, with authority to administer this Lease lawfully on behalf of the City.

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23. 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:

For the City: City of Madison  
Community and Economic Development Unit  
Real Estate Section  
215 Martin Luther King, Jr. Blvd., Suite LL-100  
P. O. Box 2983  
Madison, WI 53701-2983

For the Lessee: James Stickels, Executive Director  
North/Eastside Senior Coalition, Inc.  
1625 Northport Drive, Room 125  
Madison, WI 53704

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.

24. Non-Discrimination. In the performance of the services under this Lease, the Lessee agrees not to discriminate 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.

25. Signs. Any signs on the Leased Premises shall be in conformity with the provisions of Chapter 31, Street Graphics Control, Madison General Ordinances. Signage for advertising purposes shall not be permitted.

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. 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.

28. Leased Premises Acquired By Eminent Domain. 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 purpose by any authority in appropriation 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 the condemning authority such compensation as may be separately awarded to the Lessee on account of interruption of the Lessee's business and for moving and relocation expenses.

29. Lessee Waivers.

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. 000614

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.

30. Public Record. This Lease will be recorded at the office of the Dane County Register of Deeds after it is executed by the parties.

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

**NORTH/EASTSIDE SENIOR COALITION, INC.**

By: Alvin L. Bishop  
Alvin Bishop, President

By: James R. Stickle  
James R. Stickle, Executive Director

State of Wisconsin )  
                                  )ss.  
County of Dane )

Personally came before me this 15 day of December, 1999, Alvin Bishop, President, and James R. Stickle, Executive Director, of the above named North/Eastside Senior Coalition, a Wisconsin nonprofit corporation, known to be the persons who executed the above foregoing instrument and officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

[Signature]  
Notary Public, State of Wisconsin  
My Commission: 4-27-03

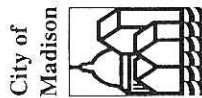
**CITY OF MADISON**

By: Susan J. M. Bauman  
Susan J. M. Bauman, Mayor

By: Ray Fisher  
Ray Fisher, City Clerk

State of Wisconsin )  
                                  )ss.  
County of Dane )

Personally came before me this 17th day of December, 1999, the above named Susan J. M. Bauman, 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.



[Signature]  
Notary Public, State of Wisconsin  
My Commission: exp 2-17-2002

State of Wisconsin )  
 )ss.  
County of Dane )

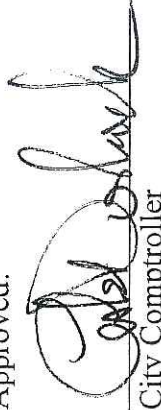
000615

Personally came before me this 20<sup>th</sup> day of December, 1999, the above named Ray Fisher, City Clerk of the City of Madison, acting in said capacity and known to me to be the person who executed the foregoing instrument and acknowledged the same.

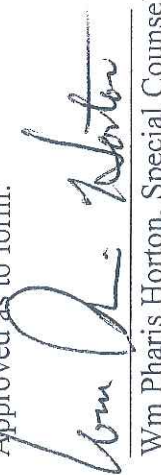
  
Jeffrey J. J. Eklig  
Notary Public, State of Wisconsin

My Commission: expires September 7, 2003

Approved:

  
\_\_\_\_\_, 1999  
City Comptroller Date

Approved as to form:

  
\_\_\_\_\_, 12/17, 1999  
Wm Pharis Horton, Special Counsel Date

Execution of this Lease is authorized by Substitute Resolution No. 56,278, I.D. No. 25,490, adopted by the Common Council of the City of Madison on June 1, 1999.

Drafted by the City of Madison Real Estate Section

Project No. 4504

EXHIBIT A

000616

The Property:

A parcel of land located in portions of the NE ¼ of the NE ¼ and the NW ¼ of the NE ¼, Section 36, T8N, R9E, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the North ¼ corner of said Section 36; thence S89°30'01"E, 1,104.45 feet along the North line of said Section 36 to a point (Point "A") on said line which is North, as measured at right angles to said North line of Section 36, of a point (Point "B") which has State Plane Coordinates of N413006.11 and E2168409.74 and is the center of a 55 foot turn-a-round radius and the center of the following described circle; thence S0°29'59"W, 804.04 feet to said Point "B"; thence West 290.00 feet to the Point of Beginning, said point being on the circumference of a circle having a radius of 290.00 feet and said Point "B" as its center; thence clockwise along said circumference 1,822.12 feet to the Point of Beginning.

The Property contains 264,208 square feet or 6.06 acres and is located within City of Madison parkland known as Warner Park, as said parkland is located South of the Southwesterly right-of-way line of Northport Drive (a/k/a State Highway 113).

Together with a permanent easement for vehicular and pedestrian ingress and egress on the existing drive which extends Northeasterly from said parcel to Northport Drive, as shown on attached Exhibit B.



**EXHIBIT C**

000618

**Warner Park  
Community  
Recreation  
Center**



**Room No.**

- 122
- 124
- 125
- 126
- 127