

EXHIBIT A

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 _____ day of _____, 2021, by and between the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin (the “City”), and **All Metals Recycling, LLC**, and **All Metals Real Estate, LLC**, Wisconsin limited liability companies (together, the “Lessee”).

W I T N E S S E T H:

WHEREAS, the Lessee is the owner of the property located at 1800 and 1802 South Park Street, in the City of Madison, as described on attached Exhibit A and depicted on attached Exhibit B (the “Benefitting Property”); and

WHEREAS, the Benefitting Property is located near a property owned by the City, generally addressed as 1810 South Park Street, as described on attached Exhibit A and depicted on attached Exhibit B (the “City’s Property”); and

WHEREAS, the Lessee desires to lease a portion of the City’s Property for parking and dumpster staging purposes, which use is ancillary to the Lessee’s business operations at the Benefitting Property.

NOW, THEREFORE, it is mutually agreed as follows:

1. Leased Premises. The City hereby leases to the Lessee that portion of the City’s Property depicted on attached Exhibit B (the “Leased Premises”). The Leased Premises consists of approximately 17,500 square feet of parking lot partially improved with gravel and asphalt (the “Improvements”). The Lessee has inspected and accepts the Leased Premises in “as-is” condition.
2. Term. The initial term of the Lease (“Initial Term”) shall be for a term of one (1) year, subject to early termination pursuant to the terms of this Lease. The Initial Term shall commence April 1, 2021 (the “Effective Date”) and expire on March 31, 2022. 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, if any, shall begin on the anniversary of the Effective Date.

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

Tax Parcel Nos.: 251-0709-352-1105-6
251-0709-263-0087-6
251-0709-263-0501-6

3. Rent.

- a. Annual rent payable to the City during Lease Year 1 shall be Six Thousand Dollars (\$6,000).
- b. If the Lease is renewed as detailed in Paragraph 4, the annual rent shall increase by three percent (3%) per year. The rent adjustment as described in this Paragraph shall continue throughout any renewal period(s), if any, following the Initial Term of this Lease.
- c. The rent schedule for Lease Years one (1) through three (3) is as follows:

Lease Year	Annual Rent
1	\$6,000.00
2	\$6,180.00
3	\$6,365.40

- 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. In addition to the provisions of Paragraph 19, the City shall have the right, under this Paragraph, to send late payments of Rent to a collection agency and to the Wisconsin Department of Revenue pursuant to the State Debt Collection program under Wis. Stat. §71.935.
- f. All payments are to be made payable to the City of Madison Treasurer and sent or personally delivered to one of the following, as directed in writing by the City:
 - (1) to the address of a property manager designated by the City; or,
 - (2) to the Economic Development Division at the address specified in Paragraph 25.

4. Options to Renew. If, at the end of the Initial 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 extend this Lease for additional terms of one (1) year each, under the same terms and conditions provided in the original term of this Lease. If the Lessee desires to renew this Lease, the Lessee must give notice to the City, as specified in Paragraph 25, a minimum of ninety (90) days prior to the expiration of the Initial Term or any renewal term.

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 of any Lease Year or extension Lease Year immediately preceding any holding over 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 for private vehicle and trailer parking and dumpster staging purposes to serve the Benefitting Property. The Leased Premises shall be used exclusively by the Lessee and the tenants, customers, vendors, guests and invitees of the Lessee.

7. Special Conditions.
 - a. No buildings or other structures shall be erected upon the Leased Premises.
 - b. The Lessee shall in no way encumber, or allow to be encumbered, the City's title to the Leased Premises.
 - c. The Lessee shall immediately provide written notice to the City of any foreclosure action against the Benefitting Property.
 - d. The Lessee shall supervise, regulate and maintain the Leased Premises to permit parking and staging of dumpsters only on improved parking surfaces. The Lessee shall prohibit and make reasonable efforts to prevent parking by anyone on any unimproved area of the Leased Premises or the adjacent portions of the City's Property.
 - e. The Lessee shall not park, stage dumpsters or otherwise obstruct access to the area labeled as "No Parking Zone" on attached Exhibit B.
 - f. This Lease does not address or otherwise authorize the use of nearby City Street Right-of-Way or nearby lands owned by the Wisconsin Department of Transportation.

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

It is further understood that this leasehold interest shall not be severed from the ownership of the Benefitting 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 interest 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 Benefitting 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 Benefitting 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.

9. Liens.

- a. The Lessee shall not suffer or permit any construction or mechanics' 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 materialman 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 or mechanics' 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 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, materialman, 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.

10. 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, snow and ice removal, and removal of garbage and debris. No exterior storage of materials or equipment is permitted on the Leased Premises, with the exception

of vehicles and trailers, dumpsters and the temporary and orderly placement of items in conjunction with maintenance or repair activities.

11. 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.
12. Utilities. The City shall be solely responsible for and promptly pay all sewer and storm water charges. In the event the Lessee uses any water, electricity, or any other utility furnished to the Leased Premises or any portion of the Property, the Lessee shall be solely responsible for and promptly pay all charges related to such usage. 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.
13. 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 reasonable 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.
14. 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 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. As evidence of the coverages required by this Paragraph 14, 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.

Additionally, the Lessee shall purchase and maintain environmental liability insurance coverage for any and all losses arising from or in any way related to pollution conditions, both sudden and accidental and gradual, which arise from Lessee's operations, whether directly or indirectly, or that are in any other way related to Lessee's use and operations during performance of this Lease, whether such operations be by the Lessee, its subcontractors or anyone directly or indirectly employed by any of them (the "Losses"). The

environmental liability insurance policy shall contain minimum liability limits of \$1,000,000 per Loss, \$2,000,000 total all Losses. Liability limits shall be dedicated to the Losses described herein and said limits shall not be eroded by the addition of any other party or entity not in conformance with this Lease. Lessee's environmental liability coverage shall be primary and non-contributory, list the City of Madison, its officers, officials, agents and employees as additional insureds, and remain in effect for term of this Lease and for three (3) years beyond.

In the event of expiration, material change, or cancellation of insurance required by this Lease, Lessee shall immediately cease use of the Leased Premises until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.

15. 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.
16. 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.
17. 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.

18. 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, without notice, 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. The Lessee agrees to waive any loss of access and to hold the City harmless for any damages resulting from loss of Lessee's business revenue which may occur during the period of installation of the public improvement. Except in the case of an emergency, the City shall give the Lessee a minimum of sixty (60) days written notice of the need for access to perform such work.

19. Termination.

- a. Termination by City. The City may, at the City's election, terminate this Lease by giving Lessee not less than 180 days' prior written notice of termination. On the giving of the notice, all further obligations of the City under this Lease shall terminate, Lessee shall, within seven (7) days of the effective date of such notice, surrender and vacate the Leased Premises in accordance with Paragraphs 22 and 23, and 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.
- b. Termination by Lessee. The Lessee may, terminate this Lease by giving City notice of termination. On the giving of the notice, all further obligations of the Lessee under this Lease shall terminate and the Lessee shall, within seven (7) days of the date of delivering such notice, surrender and vacate the Leased Premises in accordance with Paragraphs 22 and 23.

20. 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.
21. Parking Loss. The Lessee agrees to hold the City harmless for any loss of access or parking or for noncompliance with City zoning regulations that may result from the expiration or termination of this Lease.
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 Paragraph 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. The Lessee shall not be required to remove any asphalt, pavement, landscaping or markings.
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. Electronic mail may be sent to the email address 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 P. O. Box 2983 215 Martin Luther King, Jr. Blvd., Room 300 Madison, WI 53701-2983 <u>Email:</u> acmiller@cityofmadison.com and ores@cityofmadison.com
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For the Lessee:	All Metals Recycling, LLC Attn.: Frederick Runde
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1802 S. Park St.
Madison, WI 53713-1214
Email: fred@ccrrecycling.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 its obligations 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, 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.
27. Accessibility. The Leased Premises shall conform where applicable to Chapter SPS 361.05 of the Wisconsin Administrative Code, Madison General Ordinances Section 39.05, and the Americans with Disabilities Act, regarding accessibility, with all costs of compliance to be paid by the Lessee.
28. 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.
29. 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.
30. Lessee's 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 waive 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.
31. Public Record. This Lease will be recorded at the office of the Dane County Register of Deeds after it is executed by the parties.
32. Choice of Law. This Lease shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Lease that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
33. 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.

Signatures begin on following page.

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

**ALL METALS RECYCLING, LLC, and
ALL METALS REAL ESTATE, LLC**

By: _____
Frederick Runde, Managing Member

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2021, the above named Frederick Runde, Managing Member of All Metals Recycling, LLC, and All Metals Real Estate, LLC, Wisconsin limited liability companies, 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 companies, by their 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 _____, 2021.

Kevin Ramakrishna, Assistant City Attorney
Member of the Wisconsin Bar

Approved	Date	Approved	Date
_____ David Schmiedicke, Finance Director	_____	_____ Eric Veum, Risk Manager	_____

Approved as to Form	Date
_____ Michael Haas, City Attorney	_____

Execution of this Lease is authorized by Resolution Enactment No. RES-21-00____, File ID No. _____, adopted by the Common Council of the City of Madison on _____, 2021.

Drafted by the City of Madison Office of Real Estate Services.

Project No. 12259

EXHIBIT A (page 1 of 2)
Description of Benefitting Property and City's Property

Benefitting Property - 1800 South Park Street:

That part of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section Twenty-Six (26), Township Seven (7) North, Range Nine (9) East, located part in the City of Madison and part in the City of Madison, Dane County, Wisconsin, bounded and described as follows: Commencing at a point on the South line of said Section 26, distant 50 feet Southeasterly, measured at right angles, from the center line of the main track of the Chicago and Tomah Railroad Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 26; thence Northeasterly parallel with said original main track center line a distance of 350 feet to the point of beginning of the track of land herein described; thence continuing Northeasterly parallel with said original main track center line a distance of 550 feet, more or less, to a point on the East line of the SW 1/4 of said Section 26; thence Northerly along said East line to a point distant 12 feet Southeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Southwesterly parallel with said last described main track center line a distance of 570 feet, more or less, to a point on a line drawn at right angles to said original main track center line through the point of beginning; thence Southeasterly along said last described right angle line a distance of 38 feet, more or less, to the point of beginning.

Benefitting Property - 1802 South Park Street:

That part of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section Twenty-Six (26) and the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section Thirty-Five (35), Township Seven (7) North, Range Nine (9) East, all in the City of Madison, Dane County, Wisconsin, bounded and described as follows: Commencing at a point on the Section line dividing said Sections 26 and 35, distant 50 feet Southeasterly measured at right angles, from the center line of the main track of the Chicago and Tomah Railroad Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Sections 26 and 35; thence Northeasterly parallel with said original main track center line, a distance of 350 feet to the point of beginning of the parcel of land herein described; thence Southwesterly parallel with said original main track center line, a distance of 939 feet; thence Northwesterly at right angles to the last described course, a distance of 38 feet, more or less, to a point distant 12 feet Southeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Northeasterly parallel with the last said main track center line, a distance of 939 feet, more or less, to a point on a line drawn at right angles to said original main track center line through the point of beginning; thence Southeasterly along said last described right angle line, a distance of 38 feet, more or less, to the point of beginning.

EXHIBIT A (page 2 of 2)

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 B (page 1 of 2)

Benefitting Property, City's Property, Leased Premises, and No Parking Zone

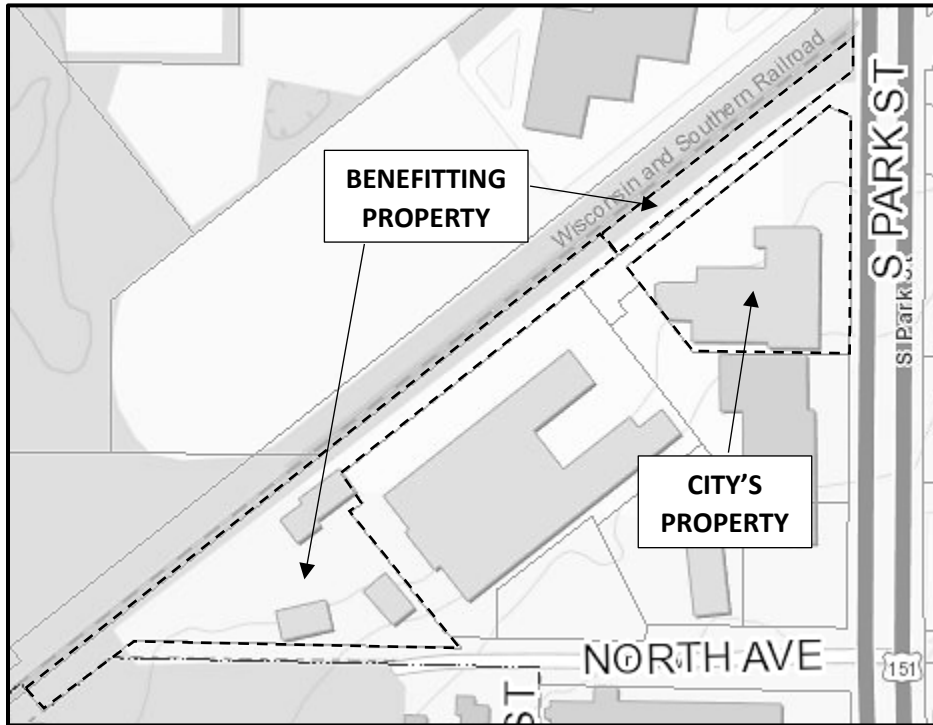


EXHIBIT B (page 2 of 2)

Benefitting Property, City's Property, Leased Premises, and No Parking Zone

