

EXHIBIT - LEASE

This Lease, entered into this _____ day of _____, 2025, by and between the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin ("City"), and **Rooted WI, Inc.**, a Wisconsin non-stock corporation ("Lessee"), formerly known as Community GroundWorks, Inc.

WITNESSETH:

WHEREAS, the City and the Lessee are parties (together, "Parties") to that certain Lease dated July 9, 2015, and recorded July 15, 2015, with the Dane County Register of Deeds as Document No. 5168439, and all amendments thereto (collectively, "2015 Lease"); and

WHEREAS, the final renewal term of the 2015 Lease expired on December 31, 2024; and

WHEREAS, the Parties desire to terminate the 2015 Lease and enter into a new lease for the same premises leased under the 2015 Lease, to allow for the Lessee's continued use of such premises for community gardening purposes.

NOW, THEREFORE, the 2015 Lease shall hereby be terminated, and the Parties agree to the terms and conditions of this Lease as follows:

1. Leased Premises. The City hereby leases to the Lessee the various parcels of land described and identified on attached Exhibit A and depicted on attached Exhibit C, which exhibits are attached and made part of this Lease. The individual garden parcels are hereinafter referred to as "Garden Areas" and collectively referred to as the "Leased Premises."
2. Term. This Lease shall be for a term of five (5) years, with one five (5) year renewal period, subject to early termination pursuant to the terms of this Lease. This Lease shall commence as of January 1, 2025 ("Effective Date"), and expire on December 31, 2029. The renewal period shall begin January 1, 2030, and expire on December 31, 2034.
3. Renewal. This Lease will renew upon the mutual agreement of the Parties. The Lessee shall provide the City written notice of its intent to renew the Lease no later than six-months prior to the expiration of the initial lease term.
4. Hold Over. In the event the Lessee shall continue to occupy or use the Leased Premises, or any portion thereof, after the expiration of this Lease, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be from one (1) year to one (1) year.
5. Rent.
 - a. The Lessee shall pay to the City annual rent of One Dollar (\$1.00). The first payment shall be due upon the execution of this Lease. Subsequent rent payments shall be due

prior to the first day of January of each year this Lease is in effect.

- b. All payments are to be made to the City Treasurer and sent or personally delivered to the Economic Development Division at the address specified in Paragraph 21.
6. Use. The Leased Premises are to be used solely for the purpose of community gardening and for no other purpose whatsoever without the City's written consent, which consent the City may withhold in its sole discretion. The use of the Garden Areas shall also be in accordance with the General Conditions in Paragraph 10 of the Lease and the Special Conditions for Gardens Areas attached hereto as Exhibit B, which terms are incorporated herein. The director of the City Agency responsible for a Garden Area may authorize amendments, on behalf of the City, to any site-specific Special Conditions, subject to any committee approval that may be necessary. Any such amendments to Exhibit B shall be in writing by the director of the City Agency responsible for the Garden Area and the Lessee.
 7. Assignment. The Lessee shall not assign this Lease without the prior written consent of the City, which consent the City may withhold in its sole discretion.
 8. Subletting of Leased Premises. The Lessee shall have the right to sublease the individual garden plots within the Leased Premises to the public for non-commercial use only. The Lessee's subleases to the public shall be limited to a single growing season and shall be subordinate to all the terms and conditions of this Lease. The Lessee is responsible for informing all of its sublessees of all the terms and conditions of this Lease. Any breach of any provision, term or condition of this Lease by any sublessee shall be considered a violation by the Lessee and shall be enforceable by the City under the terms and conditions of this Lease.
 9. 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 mowing, tilling, and removal of garbage and debris. No storage of materials, equipment or vehicles is permitted on the Leased Premises, except the temporary and orderly placement of items in conjunction with gardening activities.
 10. General Conditions.
 - a. The Lessee shall be solely responsible for all water, sewer, stormwater and any other utility charges billed to the Leased Premises.
 - b. Any chemical agent, insecticide, fertilizer, or other additive proposed to be used by the Lessee or its sublessees must meet or exceed all federal, State, and local laws, regulations guidelines, and limitations (including prohibitions) for its use. The City reserves the right to restrict or ban the use of any chemical agent, insecticide, fertilizer or additive on the Leased Premises.

Any weed control provided by Lessee must conform to City's pest management policy, including the use of a certified application and pre-posting areas to be sprayed, with supporting documentation provided to the City annually by December 15. Supporting

documentation must include:

- (1) Date, purpose, location, amount of product, and amount of active ingredient for each application,
 - (2) Product labeling and material safety data sheets for each product applied,
 - (3) Documentation of applicator certification and conformance with other Federal and State laws.
- c. The Lessee agrees to remove all garden refuse (i.e., stakes, flags, debris, etc.) and to mow and/or remove all dead plant material from the Leased Premises after the growing season, but no later than November 15 of each year this Lease is in effect. Notwithstanding the foregoing, the Lessee shall not be required to mow perennial or biennial garden plants after the growing season but rather may mulch or cover such plants so that they may be carried over into the next growing season. The City reserves the right, in its sole discretion, to disallow this practice at any time upon written notice to the Lessee.
- d. The Lessee shall be permitted to place compost bins at a location designated by the appropriate City agency responsible for the land upon which the Garden Area is located. The type of bins to be used shall be subject to the City's prior written approval.
- e. The Lessee shall be permitted to test soil within the Garden Areas for the following: soil pH, organic matter, phosphorus, potassium, calcium, magnesium, boron, zinc, manganese, and sulfur-sulfate.
- f. The Lessee agrees to hold the City harmless for any disruption to the Lessee's use of the Garden Areas and for any damages to the Lessee's plantings or other personal property in the Garden Areas which may result from work by the City or its agents related to public improvements or facilities, mowing within or adjacent to the Garden Areas, or storm water flooding or overflow.

11. Termination.

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

- v. The divestiture of the Lessee's estate herein by other operation of law.
- vi. The abandonment by the Lessee of the Leased Premises.
- vii. The use of the Leased Premises for an illegal purpose.
- viii. Upon lapse or failure of any insurance coverage required by this Lease.
- ix. In the event the Lessee defaults in the performance of any other term or condition of this Lease.

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

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

Failure of the City to declare this Lease terminated upon the breach or default of the Lessee for any reason set forth in this Paragraph 11.a.(1) shall not operate to bar or destroy any right of the City to terminate this Lease for any subsequent breach or default of any term or condition of this Lease.

- (2) By giving the Lessee one hundred eighty (180) days written notice.
 - b. The Lessee shall have the right, at its sole option, to terminate this Lease by giving the City sixty (60) days written notice and by complying with Paragraphs 12, 13, 14 and 15.
12. Right to Discontinue Use. In the event the Lessee desires to discontinue use of a specific Garden Area, or if the City determines that it needs a specific Garden Area for a public purpose, the Parties shall amend the Lease accordingly, and the Lessee shall abide by the provisions of this Lease, including Paragraphs 13, 14, and 15, and any General Conditions or Special Conditions pertaining to the discontinued Garden Area.
13. 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 12, 14 and 15.

14. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease for any cause, the Lessee, at the Lessee's cost, shall remove all personal property, including, but not limited to, any improvements, 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.
15. Restoration of Leased Premises. Upon the expiration or termination of this Lease for any cause, the Lessee, at the Lessee's cost, shall remove all garden waste from the Leased Premises and restore the Leased Premises to a condition equivalent to that which existed prior to the date that the Lessee first occupied the Leased Premises by cultivating and seeding the soil with grass seed. 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 restoration has been accomplished to the satisfaction of the City; however, during such restoration period the Lessee's right to use the Leased Premises shall be limited to restoration activities and shall not include gardening 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 and restoration requirement if, at its sole discretion, it so chooses.
16. 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, 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.
17. Insurance. The Lessee shall carry commercial general liability insurance covering as insured the Lessee and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum limit of \$1,000,000 per occurrence as may be adjusted, from time to time, by the City'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 this coverage, the Lessee shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, Lessee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Lease is in effect, Lessee shall provide a renewal certificate to the City for approval.
18. 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, or any portion thereof. 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.

19. Lessee Waivers.

- a. In the event of the Lessee's vacation of the Leased Premises, or any portion thereof, 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, or any portion thereof, the Lessee agrees that the award, including damages, for all of its interests shall be Zero Dollars (\$0), and further waives all relocation benefits of every kind and nature.
- c. In the event the Leased Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or 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.

20. 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 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 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, 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 five percent (5%) per annum.
21. 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 and
 ores@cityofmadison.com

For the Lessee: Rooted WI, Inc.
 Attention: Executive Director
 517 E. Badger Rd
 Madison, WI 53713
 Email: gardens@rootedwi.org

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notice shall be given.

22. 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, whether or not a hard copy is also delivered. Copies of this Lease, fully executed, shall be as valid as an original.

23. 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.
24. Authorized Agent. The City's Economic Development Division Director or the Director's designee is hereby designated as the official representative of the City for the enforcement of all provisions in this Lease, with authority to administer this Lease lawfully on behalf of the City.
25. 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.
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 Section COMM 61.05 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. Subordination.
 - a. This Lease is subordinate to rights and privileges granted by the City of Madison 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 easements and rights-of-way for all 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.
29. Right of Entry. The City or its representatives shall have the right to enter upon the Leased

Premises at any reasonable time for the following purposes:

- a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this Lease or in the exercise of its police powers.
 - b. For the purpose of performing work related to any public improvement.
30. 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.
31. No Waiver. Failure or delay on the part of either the Parties 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.
32. Choice of Law, Venue, and Forum Selection. This Lease shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Lease that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.
33. 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.
34. 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.

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

ROOTED WI, INC.

By: _____
Ginny Hughes, Interim Co-Executive Director

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2025, the above named Ginny Hughes, Interim Co-Executive Director of Rooted WI, Inc., a Wisconsin non-stock corporation, and known to me to be the person who executed the above and foregoing instrument and acknowledged that they executed the foregoing instrument in such capacity as the deed of Rooted WI, Inc., by its authority.

Notary Public, State of Wisconsin

Print or Type Name
My Commission expires: _____

CITY OF MADISON

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Maribeth Witzel-Behl, 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 _____, 2025.

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-25-00 _____, File ID No. _____, adopted by the Common Council of the City of Madison on _____, 2025.

Drafted by the City of Madison Office of Real Estate Services

Project No. 10746

EXHIBIT A

Legal Descriptions of the Garden Areas

Site 1 – Reindahl Park Garden Area

An approximately 2.28-acre parcel of land located within a larger parcel of land, commonly known as Reindahl Park, as depicted on page 1 of Exhibit C, located in the Southwest $\frac{1}{4}$ of Section 28, Town 8 North, Range 10 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at the Northeast corner of said Southwest $\frac{1}{4}$; thence South along the East line of said Southwest $\frac{1}{4}$ to the Northwesterly right-of-way line of U.S. Highway 151; thence Southwesterly along said Northwesterly right-of-way line to a point 410.6 feet Northeasterly of the South line of said Section 28; thence N44°00'11"W, 279 feet; thence S45°59'49"W, 413.5 feet; thence S44°00'11"E, 279 feet; thence S45°59'49"W, 37 feet to the South line of said Section 28; thence West to the West line of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of said Southwest $\frac{1}{4}$; thence East along said North line to the point of beginning.

Address: 1818 Portage Road, Madison, Wisconsin

Tax Parcel No: 251-0810-283-0097-9

Site 2 – Reynolds Garden Area

Part of Lot 13, Block One Hundred Thirty-five (135), City of Madison, Dane County, Wisconsin, as depicted on page 2 of Exhibit C, to wit:

Commencing at the most Southerly corner of said Lot 13; then N45°0000' E along the Southeasterly line of said Lot 13, said line being also the Northwesterly right-of-way line of East Mifflin Street, 33.07 feet to a point (as located by Plat of Survey prepared by Arden T. Sandsnes, dated December 17, 1984, Map No 11504-L, on file with the Dane County Surveyor); thence continuing along the Southeasterly line of said Lot 13, 4.50 feet to the **point of beginning**; thence N45°0340' W, parallel with and 4.50 feet Northeasterly of, measured at right angles to, the Northwesterly line of said Plat of Survey, 61.22 feet to a point of curve; thence Northwesterly along the arc of a 30.00 feet radius curve to the left having a long chord of N60°5712' W, 16.43 feet to a point on the Northwesterly line of said Plat of Survey; thence N45°0340' W, along the Northwesterly line of said Plat of Survey, 55.37 feet to a point on the Northwesterly line of said Lot 13; thence Northeasterly along the Northwesterly line of said Lot 13 to the most Northerly corner of said Lot 13; thence Southeasterly along the Northeasterly line of said Lot 13 to the most Easterly corner of said Lot 13, said point being on the Northwesterly right-of-way line of East Mifflin Street; thence Southwesterly along the Southeasterly line of said Lot 13 to the **point of beginning**. Containing 4,032 square feet, more or less.

Address: 634 East Mifflin Street, Madison, Wisconsin
Tax Parcel No: 251-0709-133-0929-5

Site 3 – Waunona Park Garden Area

An approximately 17,640 square foot parcel of land located within Waunona Park, a public park, Madison, Wisconsin, as depicted on page 3 of Exhibit C, more particularly described as follows:

A parcel of land located in part of Lot 10, Block 6, Hoboken Beach, and part of Schulz Subdivision, a replat of Lot 9, Block 6, Hoboken Beach; said parcel being located in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, T7N, R10E, City of Madison, Dane County, Wisconsin, and more particularly described as follows:

Lot 10, Block 6, Hoboken Beach, **excepting** the following described parcels:

- Parcel described in Warranty Deed recorded as Document No. 1291651, Dane County Registry; and
- Parcel described in Warranty Deed recorded as Document No. 3123864, Dane County Registry; and
- Lot A, CSM 189; and
- Lot B, CSM 189; and
- Parcel described in Warranty Deed recorded as Document No. 235007, Dane County Registry; and
- Lot 1, CSM 4136; and
- Lot 2, CSM 4136; and
- Parcel described in Quit Claim Deed recorded as Document No. 3145984, Dane County Registry.

Lots 2 to 7 inclusive, Schulz Subdivision, a replat of part of Lot 9, Block 6, Hoboken Beach; together with vacated Simpson Street lying between and adjacent to said Lots.

Address: 5323 Raywood Road, Madison, Wisconsin
Tax Parcel No: 251-0710-194-0417-9

Site 4 – Marlborough Park Garden Area

An approximately 2.5-acre parcel of land, as depicted on page 4 of Exhibit C, located within a larger parcel of land, commonly known as Marlborough Park, located in the Northeast ¼ of the Northeast ¼ of Section 5, T6N, R9E, City of Madison, Dane County, Wisconsin, said park being more particularly described as follows:

Lot 1, Certified Survey Map No. 2204 as recorded in Dane County Register of Deeds in Volume 8, Page 459 of Certified Surveys;

AND

Part of vacated Whenona Drive described as follows: Commencing at the Northeast corner of said Lot 1; thence S02°02'38"W, 30 feet to the **point of beginning**; thence S89°45'19"E, 33 feet; thence S02°02'38"W, 232 feet; thence N89°45'19"W, 33 feet; thence S02°02'38"W, 76 feet; thence S89°45'19"E, 33 feet; thence S02°02'38"W, 224 feet; thence N89°45'19"W, 33 feet; thence S02°02'38"W, 76 feet; thence S89°45'19"E, 33 feet; thence S02°02'38"W, 232 feet; thence N89°45'19"W, 33 feet; thence N02°02'38"E, 840 feet to the **point of beginning**;

AND

The West ½ of vacated Whenona Drive located south of Daisy Drive.

Address: 2303 Apache Drive, Madison, Wisconsin
Tax Parcel No: 251-0609-051-0301-0

Site 5 – Starkweather-Olbrich Greenway Garden Area

A parcel of land located within the City-owned greenway, as depicted on page 5 of Exhibit C, more particularly described as follows:

An approximately .295-acre parcel of land, located within a larger parcel of land more particularly described as follows:

Lots 101, 102, 103 and 104, Tilton Midlands, City of Madison, Dane County, Wisconsin.

Address: 3501 Hargrove Street, Madison, Wisconsin
Tax Parcel No: 251-0710-092-2019-7

Site 6 – Lucy Lincoln Hiestand Park Garden Area

An approximately .88-acre parcel of land, as depicted on page 6 of Exhibit C, located within a larger parcel of land more particularly described as follows:

Lot 25, Plat of Westvale, City of Madison, Dane County, Wisconsin.

Address: 1653 Frisch Road, Madison, Wisconsin
Tax Parcel No: 251-0708-364-0338-0

Site 7 – Quann Park Garden Area

A parcel of land, as depicted on page 7 of Exhibit C, more particularly described as follows:

Part of Lot 2, Certified Survey Map No. 10594, recorded on November 14, 2002 in Vol. 62 pg. 357-359 of Certified Surveys as Document No. 3590296, Dane County Registry, located in the City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the southwest corner of said Lot 2; thence N77°43'29"E 98.52 feet to the **point of beginning** of this description; thence S89°49'41"E 322.09 feet; thence N01°01'39"E 249.63 feet; thence S89°55'56"W 337.82 feet; thence S01°25'16"W 120.91 feet; thence S84°44'00"E 21.16 feet; thence S03°06'45"W 125.59 feet to the **point of beginning**. Containing 81,851 square feet or 1.8790 acres, more or less. Bearings are references to the south line of Certified Survey Map No. 10594, bearing N89°15'19"W.

Address: 1802 Quann-Olin Parkway, Madison, Wisconsin
Tax Parcel No: 251-0709-264-1904-9

Site 8 – McCormick Avenue Greenway Garden Area

The McCormick Avenue Greenway Garden Area is depicted on page 8 of Exhibit C and is an approximately 0.6 acre parcel of land located within: (a) part of Lot 6, Washington Manor; and (b) those portions of public rights-of-way located within the SW ¼, Section 32, T8N, R10E, described below, all being located within the City of Madison, Dane County, Wisconsin.

Right-of-Way Area 1

Lands bounded by the southerly right-of-way line of Aberg Avenue on the North, the centerline of unimproved McCormick Avenue on the East - extending southerly to the northerly limit of the McCormick Avenue cul de sac, the westerly line of the McCormick Avenue cul de sac, the westerly right-of-way line of McCormick Avenue on the Southeast, the northerly right-of-way line of Commercial Avenue on the South, and the Easterly limit of the plat of Washington Manor on the West, except the Westerly 32 feet of the Southerly 130 feet of said bounded description.

Right-of-Way Area 2

An approximately 8.8 foot strip of land, the northern limit of which extends southeasterly from the most northeasterly corner of Right-of-Way Area 1 to the public fire hydrant located at the intersection of the public rights-of-way of McCormick Avenue and Aberg Avenue.

Note: the Lessee's use of Right-of-Way Area 2 shall be limited to the installation and maintenance of underground private water facilities and an aboveground water spigot. No other gardening activities shall be permitted within Right-of-Way Area 2.

Address: 702 McCormick Avenue, Madison, Wisconsin
Tax Parcel No: 251-0810-323-1112-8

Site 9 – Meadowood Park Garden Area

An approximately .40-acre parcel of land, as depicted on page 9 of Exhibit C, located within a larger parcel of land commonly known as Meadowood Park and more particularly described as follows:

Outlot B, Fifth Addition to Meadowood, City of Madison, Dane County, Wisconsin.

Address: 5800 Thrush Lane, Madison, Wisconsin
Tax Parcel No: 251-0609-062-0410-6

Site 10 – Hammersley Park Garden Area

An approximately 10,000 square foot parcel of land within a larger parcel of land commonly known as Hammersley Park, as depicted on page 10 of Exhibit C, and more particularly described as follows:

Those lands denoted as “Dedicated to Public for Park” in the plat of First Addition to Green Tree Hills, being located in the Northeast $\frac{1}{4}$ of Section 36, T7N, R8E, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at the intersection of the Northerly right-of-way line of Hammersley Road and the Southeasterly corner of Lot 61 of said First Addition to Green Tree Hills; thence N00°52'W, 150 feet; thence S89°08'W, 88.56 feet; thence N00°52'W, 253.21 feet; thence N89°19'20"E, 283.48 feet to the Southeasterly corner of Lot 153 of said First Addition to Green Tree Hills; thence S24°52'E, 381.28 feet to the Northwesterly corner of Lot 59, plat of Green Tree Hills; thence S00°52'E, 53.96 feet to the Northerly right-of-way line of Hammersley Road; thence Westerly along the Northerly right-of-way line of said road, 350 feet to the **point of beginning**.

Address: 6120 Hammersley Road, Madison, Wisconsin

Tax Parcel No: 251-0708-361-1442-4

Site 11 – Elvehjem Park Garden Area

Part of Lot 11, Block 5, Black Addition to Painted Post Estates, in the City of Madison, Dane County, Wisconsin, as depicted on page 11 of Exhibit C, and more particularly described as follows:

Commencing at the southeast corner of said Lot 11; thence N01°11'37"W, 83.00 feet along the east line of said Lot 11; thence S88°48'23"W, 15.00 feet to the **point of beginning**; thence S88°48'23"W, 100.00 feet; thence N01°11'37"W, 186.00 feet; thence N88°48'23"E, 100.00 feet; thence S01°11'37"E, 186.00 feet to the **point of beginning**; Containing 18,600 square feet or 0.4270 acres. Bearings referenced to the plat of Black Addition to Painted Post Estates.

Address: 1202 Painted Post Drive, Madison, Wisconsin
Tax Parcel No: 251-0710-104-0528-3

Site 12 – Aldo Leopold Park Garden Area

Part of Lot 1 Certified Survey Map Number 13160, and part of Outlot 1 Bowman Heights, in the City of Madison, Dane County, Wisconsin, as depicted on page 12 of Exhibit C, and more particularly described as follows:

Commencing at the westernmost corner of Lot 1 CSM 13160; thence $S71^{\circ}26'22''E$, 83.49 feet to the **point of beginning**; thence $S56^{\circ}15'28''E$, 125.00 feet; thence $S33^{\circ}44'32''W$, 186.00 feet; thence $N56^{\circ}15'28''W$, 125.00 feet; thence $N33^{\circ}44'32''E$, 186.00 feet to the **point of beginning**. Containing 23,250 square feet or 0.5337 acres. Bearings referenced to Certified Survey Map Number 13160.

Address: 2906 Traceway Drive, Madison, Wisconsin
Tax Parcel No: 251-0609-032-0310-1

Site 13 – Brittingham Park Garden Area

An approximately ¼-acre parcel of land located within a larger parcel of land commonly known as Brittingham Park, as depicted on pages 13-14 of Exhibit C, located in the Southwest ¼ of Section 23, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, said larger parcel being more particularly described as follows:

Part of the South ½ of said Section 23, T7N, R9E, described as follows: Beginning at the intersection of the Southeasterly line of West Washington Avenue and the Easterly line of West Shore Drive; thence Southerly along the Easterly line of West Shore Drive, 1170 feet, more or less, to the South line of Section 23; thence Easterly along said Section line, 8 feet, more or less, to the shoreline of Monona Bay; thence Northerly, Easterly and Southerly along said shoreline 3000 feet, more or less, to a line S00°00"E from the intersection of the Southwesterly line of South Brittingham Place and the Southeasterly line of West Brittingham Place; thence N00°00", 60 feet, more or less, to said intersection; thence Northwesterly 1020 feet along said Southwesterly line of South Brittingham Place and said line extended to the Northwesterly line of West Main Street; thence Southwesterly along the Southwesterly extension of the Northwesterly line of West Main Street, 65 feet, more or less, to the centerline of vacated West Main Street (pursuant to Volume 357 of Miscellaneous, Page 300, Document No. 1018329); thence along said centerline Westerly 285 feet, more or less, and Southwesterly 300 feet, more or less, to the Southeasterly line of West Washington Avenue; thence along the Southeasterly line of West Washington Avenue, 650 feet, more or less, to the point of beginning.

Address: 801 West Washington Avenue, Madison, Wisconsin
Tax Parcel No: 251-0709-233-1105-8

Site 14 – Rennebohm Park Garden Area

Part of Lot 1, Block 29, University Hill Farms - Park Addition, as depicted on pages 15-16 of Exhibit C, located in the City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the angle point in the north line of said Lot 1, Block 29; thence S83°22'28"E (recorded as S83°10'E), 249.84 feet along said north line to the southwest corner of Lot 2, Certified Survey Map 128; thence S21°09'11"E, 33.91 feet to the point of beginning; thence S55°45'07"E, 129.43 feet; thence S14°31'50"E, 19.48 feet; thence S51°15'24"W, 49.22 feet; thence S89°59'29"W, 123.35 feet; thence N64°45'14"W, 27.08 feet; thence N05°29'40"W, 121.52 feet; thence S83°22'28"E, 86.57 feet to the point of beginning.

Containing 18,801 square feet.

Bearings referenced to the Wisconsin Coordinate Reference Systems, Dane Zone, NAD 83(2007) Datum.

Address: 115 N. Eau Claire Ave.
Tax Parcel No: 251-0709-202-1001-3

Site 15 – Lakefront Porch Park Garden Area

The planter boxes located within Lakefront Porch Park, which park is the surface of the Water Utility's Crowley Station well and reservoir facility located at 201 S. Hancock St., the property described as:

Part of Block Two Hundred Sixty-nine (269) and of Block Two Hundred Seventy-one (271), Original Plat, in the City of Madison, Dane County, Wisconsin, as depicted on Page 17-18 of Exhibit C, and more particularly described as follows:

Commencing at the West corner of Block 271; thence South 45° East along South Hancock Street, 20 feet to the point of beginning; thence continue South 45° East along said street, 74 feet; thence North 31°55' East, 292.55 feet, more or less to new street line of Williamson Street; thence South 71°56' West along Williamson Street, 17.8 feet to the new Southeast line of Wilson Street; thence South 44°58' West, 268 feet, more or less to the point of beginning.

Address: 201 S. Hancock St., Madison, Wisconsin
Tax Parcel No: 251-0709-133-3801-2

Site 16 – Fraust Park Garden Area

Part of the Northeast Quarter of the Northeast Quarter of Section 34, Township 07 North, Range 09 East, as depicted on page 19 of Exhibit C, in the City of Madison, Dane County, Wisconsin, and more fully described as follows:

Commencing at the East Quarter corner of said Section 34;
Thence North 00 degrees 02 minutes 29 seconds East along the east line of said Section 34, 1319.63 feet;
thence North 88 degrees 50 minutes 08 seconds West, 440.98 feet;
thence North 01 degree 09 minutes 52 seconds East, 148.91 feet to the Point of Beginning;
thence North 88 degrees 12 minutes 40 seconds West, 56.00 feet;
thence North 02 degrees 10 minutes 29 seconds East, 85.00 feet;
thence South 86 degrees 09 minutes 56 seconds East, 56.00 feet;
thence South 02 degrees 09 minutes 44 seconds West, 83.00 feet to the Point of Beginning.
This description contains 4,703 square feet or 0.1080 acres.

Bearings referenced to the Wisconsin County Coordinate System (Dane Zone).

Address: 1471 Martin Street, Madison, Wisconsin
Tax Parcel No: 251-0709-341-1201-5

Site 17 – Heifetz Park Garden Area

Part of Unnumbered “Oak Ridge Park”, Second Addition to Oak Ridge Subdivision, as depicted on page 20 of Exhibit C, in the City of Madison, Dane County, Wisconsin, and more particularly described as follows:

Commencing at the southwest corner of said Unnumbered Park; thence N00°45'31"W, along the west line of said Unnumbered Park and the east line of Lot 3 of said subdivision, 120.00 feet to the northeast corner of said Lot 3; thence S83°58'03"E, 21.03 feet to the **point of beginning**; thence N83°14'57"E, 30.00 feet; thence S00°02'54"W, 34.00 feet; thence S85°01'55"W, 29.00 feet; thence N01°30'28"W, 33.00 feet to the **point of beginning**; Containing 984 square feet or 0.0226 acres.

Bearings referenced to the Wisconsin County Coordinate System (Dane Zone).

Address: 924 Burr Oak Lane, Madison, Wisconsin
Tax Parcel No: 251-0709-352-1401-8

EXHIBIT B

Special Conditions for Garden Areas

Site 1 – Reindahl Park Garden Area

1. In accordance with and in addition to Paragraph 6 of the Lease (Use), the permitted hours of use shall coincide with the hours that Reindahl Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. The Lessee shall be allowed vehicular access to the Reindahl Park Garden Area through Reindahl Park via an unimproved driveway to be designated by the City of Madison's Parks Division Superintendent ("Parks Superintendent").
3. Parking of vehicles by the Lessee shall be permitted at a location within Reindahl Park to be designated by the Parks Superintendent.
4. No permanent improvements are to be placed on the Reindahl Park Garden Area by the Lessee or its sublessees, with the exception that facilities for water service shall be permitted at the Lessee's sole cost and expense, subject to the Parks Superintendent's prior written approval of plans and specifications therefor.
5. The Lessee shall be permitted to erect upon the Reindahl Park Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood, shall not exceed a height of five feet (5) above grade level, and shall be removed at the end of each growing season.

Site 2 – Reynolds Garden Area

1. No vehicular access or parking of vehicles shall be permitted on the Reynolds Garden Area. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
2. In addition to and in accordance with Paragraph 6 of the Lease (Use), the Reynolds Garden Area is to be used solely for the purpose of community gardening of a minimum of twenty-six (26) garden plots. Such community gardening shall be for the cultivation of flowers (not to exceed 5% of the area of each garden plot) and fruits and vegetables for household consumption, and for no other purpose whatsoever without the City of Madison Economic Development Division's ("EDD") written consent, which consent the EDD may withhold in its sole discretion.
3. In addition to and in accordance with Paragraph 8 of the Lease (Subletting of Leased Premises), the right to sublease a garden plot shall be granted to residents on a first-come, first-serve basis, subject to the following preference order: first preference to use of the plots shall be given to residents of the Old Market Place Neighborhood; second preference shall be given to residents of the Tenney-Lapham, Marquette, Capitol and Langdon Neighborhoods; and last preference shall be given to all other residents of the City of Madison.

4. The Lessee and its sublessees shall, at all times, maintain “no planting zones” set back a minimum of eight (8) feet in width from the Northwesterly edge of the sidewalk along Mifflin Street and a minimum of three (3) feet in width along the side and rear lot line of the Reynolds Garden Area. The no planting zones shall be covered with woodchips. Gardening activities within the no planting zones shall be prohibited, with the exception that the eight (8) - foot zone fronting on Mifflin Street may be used for the planting of flowers provided that (i) the zone shall not be leased as a garden plot but shall be used jointly by the sublessees strictly for beautification purposes; and (ii) flowers within the zone shall not exceed a height of four (4) feet; and (iii) the flower plantings shall be set back a minimum of two (2) feet from the Northwesterly edge of the sidewalk along Mifflin Street.
5. No permanent improvements are to be placed on the Reynolds Garden Area by the Lessee or its sublessees, with the exception that fencing, a gate, pavement for a pedestrian pathway, and facilities for water service shall be permitted at the Lessee’s sole cost and expense, subject to the EDD’s prior written approval of plans and specifications therefor.
6. The Lessee shall be permitted to erect upon the Reynolds Garden Area-a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood, shall not exceed a height of five feet (5) above grade level, shall be set back a minimum of fifteen feet (15’) from the Northwesterly edge of the sidewalk along Mifflin Street, and shall be removed at the end of each growing season.
7. In addition to and in accordance with Paragraph 10.d of the Lease, the Lessee shall be permitted to place compost bins only along the rear lot line of the Reynolds Garden Area.
8. In addition to and in accordance with the provisions set forth in Paragraph 14 of the Lease (Removal and Disposal of Personal Property), upon the expiration or termination of the Lease, or upon the discontinuation of the Lessee’s use of the Reynolds Garden Area, the Lessee, at the Lessee’s cost, shall remove all raised garden beds from the Reynolds Garden Area.
9. In addition to and in accordance with the provisions set forth in Paragraph 9 of the Lease (Maintenance), the Lessee’s maintenance responsibilities, at the Lessee’s own expense, shall also include, but not be limited to, snow removal and landscape upkeep.

Site 3 – Waunona Park Garden Area

1. In addition to and in accordance with Paragraph 6 of the Lease (Use), the permitted hours of use for the Waunona Park Garden Area shall coincide with the hours that Waunona Park is open for the public, as established by City of Madison General Ordinance Section 8.21
2. No vehicular access or parking of vehicles shall be permitted on the Waunona Park Garden Area. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
3. In addition to and in accordance with the provisions of Paragraph 8 of the Lease (Subletting of Leased Premises), the Lessee shall have the right to sublease the individual garden plots within

the Waunona Park Garden Area for non-commercial use only by residents of only the Waunona and Broadway-Lakepoint neighborhoods.

4. No permanent improvements are to be placed on the Waunona Park Garden Area by the Lessee or its sublessees, with the exception that fencing, a gate, and facilities for water service shall be permitted at the Lessee's sole cost and expense, subject to the Parks Superintendent's prior written approval of plans and specifications therefor.
5. The Lessee shall be permitted to erect upon the Waunona Park Garden Area, at a location designated by the Parks Superintendent, a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood, shall not exceed a height of five feet (5') above grade level, and shall be removed at the end of each growing season.
6. No trimming, cutting or removal of trees or shrubs shall be permitted by the Lessee or its sublessees without prior written approval of the Parks Superintendent.

Site 4 – Marlborough Park Garden Area

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Marlborough Park Garden Area shall coincide with the hours that Marlborough Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. The Lessee shall be allowed vehicular access to the Marlborough Park Garden Area through Marlborough Park via a route to be designated by the Parks Superintendent for the limited activities of plowing, trucking of soil amendments and similar activities. In all other cases, there shall be no motor vehicle access to the Marlborough Park Garden Area beyond the public streets.
3. No permanent improvements are to be placed on the Marlborough Park Garden Area by the Lessee or its sublessees, without the Parks Superintendent's prior written approval of plans and specifications therefor.
4. In addition to and in accordance with the provisions of Paragraph 10.c of the Lease (General Conditions), the fencing and cold frames may remain year-round and the Lessee shall not be required to till or mow plants after the growing season. The City reserves the right, in its sole discretion, to modify the requirements under this Paragraph 10.c at any time after the first year of the Lease upon written notice to the Lessee.
5. The Lessee shall be permitted to erect upon the Marlborough Park Garden Area bulletin board(s) for the posting of notices, messages, etc. at location(s) designated by the Parks Superintendent. The number, type, location and construction of the bulletin board(s) shall be subject to the prior written approval of the Parks Superintendent.
6. The Lessee may continue to use the two (2) storage sheds located on the Marlborough Park Garden Area, as depicted on Exhibit C. Any change to the structure, number or location of the storage sheds shall be subject to the prior written approval of the Parks Superintendent.

7. In addition to and in accordance with the provisions of Paragraph 14 of the Lease (Removal and Disposal of Personal Property), upon the expiration or termination of the Lease for any cause, or upon the discontinuation of the Lessee's use of the Marlborough Park Garden Area, the Lessee, at the Lessee's cost, shall remove the compost bins and bulletin board from the Marlborough Park Garden Area.

Site 5 – Starkweather-Olbrich Greenway Garden Area

1. No vehicular access or parking of vehicles shall be permitted on the Starkweather-Olbrich Garden Area or adjacent City-owned greenway. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
2. No permanent improvements are to be placed on the Starkweather-Olbrich Garden Area by the Lessee or its sublessees, with the exception that facilities for water service, and such other improvements as may be requested by the Lessee from time to time, shall be permitted at the Lessee's sole cost and expense, subject to the City of Madison City Engineer's ("City Engineer") prior written approval of plans and specifications therefor.
3. In addition to and in accordance with the provisions of Paragraph 10.b of the Lease (General Conditions), the City bans the use of any chemical agent, insecticide, fertilizer or additive on the Starkweather-Olbrich Garden Area which does not comport with organic farming methods.
4. The Lessee shall be permitted to erect upon the Starkweather-Olbrich Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.

Site 6 – Lucy Lincoln Hiestand Park Garden Area

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Lucy Lincoln Hiestand Park Garden Area shall coincide with the hours that Lucy Lincoln Hiestand Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. No vehicular access or parking of vehicles shall be permitted on the Lucy Lincoln Hiestand Park Garden Area or adjacent City-owned greenway. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
3. No permanent improvements are to be placed on the Lucy Lincoln Hiestand Park Garden Area by the Lessee or its sublessees, with the exception that the following improvements shall be permitted at the Lessee's sole cost and expense, subject to the Parks Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval: facilities for water service, a tool bench or tool shed (not larger than 100 sq. ft.), raised garden beds, and such other improvements as may be requested by the Lessee from time to time.

4. In addition to and in accordance with the provisions of Paragraph 10.b of the Lease (General Conditions), the City bans the use of any chemical agent, insecticide, fertilizer or additive on the Lucy Lincoln Hiestand Park Garden Area which does not comport with organic farming methods.
5. The Lessee shall be permitted to erect upon the Lucy Lincoln Hiestand Park Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.

Site 7 – Quann Park Garden Area

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Quann Park Garden Area shall coincide with the hours that Quann Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. No vehicular access or parking of vehicles shall be permitted on the Quann Park Garden Area. Parking shall only be permitted in the Quann Park parking lot, subject to any existing parking restrictions.
3. No permanent improvements are to be placed on the Leased Premises by the Lessee or its sublessees, with the exception that facilities for water service shall be permitted at the Lessee's sole cost and expense, subject to the Parks Superintendent's prior written approval of plans and specifications therefor.
4. The Lessee shall be permitted to erect upon the Leased Premises a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood, shall not exceed a height of five feet (5') above grade level, and shall be removed at the end of each growing season.

Site 8 – McCormick Avenue Greenway Garden Area

1. The Lessee shall at all times maintain a 30-foot buffer between the westerly limit of the McCormick Avenue Greenway Garden Area and the edge of the bank of Starkweather Creek. Gardening and other land disturbing activities within the 30-foot Creek Buffer are strictly prohibited.
2. No vehicular access or parking of vehicles shall be permitted on the McCormick Avenue Greenway Garden Area or adjacent City-owned greenway. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions. Notwithstanding the foregoing, the Lessee shall be permitted limited vehicular access from the McCormick Avenue cul de sac to the McCormick Avenue Greenway Garden Area for the purposes of the delivery of hay, compost, and related garden materials. The Lessee shall promptly repair any damage (e.g., rutting, turf damage, damage to the curb) resulting from such vehicular access. Such repairs shall

be performed in a manner satisfactory to the City Engineer.

3. No permanent improvements are to be placed on the McCormick Avenue Greenway Garden Area by the Lessee or its sublessees, with the exception that facilities for water service shall be permitted at the Lessee's sole cost and expense, subject to the City Engineer's prior written approval of plans and specifications therefor. The City reserves the right to maintain public facilities within the McCormick Avenue Greenway Garden Area, with the appropriate notification to the Lessee prior to the commencement of construction of work within the McCormick Avenue Greenway Garden Area. The Lessee agrees to hold the City harmless for any disruption to the Lessee's use of the McCormick Avenue Greenway Garden Area and for any maintenance costs or damages to the Lessee's irrigation facilities, plantings or other personal property in the McCormick Avenue Greenway Garden Area that may result from work performed by the City, or its agents, related to the City's facilities. The Lessee shall contact Digger's Hotline prior to commencing any work. The Lessee shall also notify the City Engineering Division a minimum of 48 hours in advance of commencing work.
4. In addition to and in accordance with the provisions of Paragraph 10.b of the Lease (General Conditions), the City bans the use of any chemical agent, insecticide, fertilizer or additive on the McCormick Avenue Greenway Garden Area which does not comport with organic farming methods.
5. The Lessee shall be permitted to erect upon the McCormick Avenue Greenway Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.

Site 9 – Meadowood Park Garden Area

1. In addition to and in accordance with Paragraph 6 of the Lease (Use), the permitted hours of use for the Meadowood Park Garden Area shall coincide with the hours that Meadowood Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. No vehicular access or parking of vehicles shall be permitted on the Meadowood Park Garden Area or within Meadowood Park without the prior approval of the Parks Superintendent. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
3. No permanent improvements are to be placed on the Meadowood Park Garden Area by the Lessee or its sublessees, with the exception that the following improvements shall be permitted at the Lessee's sole cost and expense, subject to the Parks Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval: facilities for water service, a shed (not larger than 100 sq. ft.), fencing (not exceeding 4 ft. in height), and such other improvements as may be requested by the Lessee from time to time.
4. The Lessee shall be permitted to erect upon the Meadowood Park Garden Area a bulletin board

for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.

Site 10 – Hammersley Park Garden Area

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Hammersley Park Garden Area shall coincide with the hours that Hammersley Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. No vehicular access or parking of vehicles shall be permitted on the Hammersley Park Garden Area or within Hammersley Park without the prior approval of the Parks Superintendent. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
3. No permanent improvements are to be placed on the Hammersley Park Garden Area by the Lessee or its sublessees, with the exception that the following improvements shall be permitted at the Lessee's sole cost and expense, subject to the Parks Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval: facilities for water service and such other improvements as may be requested by the Lessee from time to time.
4. The Lessee shall be permitted to erect upon the Hammersley Park Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.

Site 11 – Elvehjem Park Garden Area

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Elvehjem Park Garden Area shall coincide with the hours that Elvehjem Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. No vehicular access or parking of vehicles shall be permitted on the Elvehjem Park Garden Area or within Elvehjem Park. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
3. No permanent improvements are to be placed on the Elvehjem Park Garden Area by the Lessee or its sublessees, with the exception that facilities for water service, and such other improvements as may be requested by the Lessee from time to time, shall be permitted at the Lessee's sole cost and expense, subject to the Parks Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review

and approval.

4. The Lessee shall be permitted to erect upon the Elvehjem Park Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.
5. No trees or shrubs shall be trimmed, removed or otherwise disturbed without the express written consent of the Parks Superintendent.
6. Prior to commencing any work, the Lessee shall contact Diggers Hotline to identify the locations of any underground utilities within the Elvehjem Park Garden Area. The Lessee shall reduce the area of active gardening to avoid conflict with any identified utility facilities.

Site 12 – Aldo Leopold Park Garden Area

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Aldo Leopold Park Garden Area shall coincide with the hours that Aldo Leopold Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. No vehicular access or parking of vehicles shall be permitted on the Aldo Leopold Park Garden Area or within Aldo Leopold Park. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
3. No permanent improvements are to be placed on the Aldo Leopold Park Garden Area by the Lessee or its sublessees, with the exception that facilities for water service, and such other improvements as may be requested by the Lessee from time to time, shall be permitted at the Lessee's sole cost and expense, subject to the Parks Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval.
4. The Lessee shall be permitted to erect upon the Aldo Leopold Park Garden Area a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.
5. No trees or shrubs shall be trimmed, removed or otherwise disturbed without the express written consent of the Parks Superintendent.
6. Prior to commencing any work, the Lessee shall contact Diggers Hotline to identify the locations of any underground utilities within the Aldo Leopold Park Garden Area. The Lessee shall reduce the area of active gardening to avoid conflict with any identified utility facilities.

Site 13 – Brittingham Park Garden Area

1. In addition to and in accordance with the provisions in Paragraph 6 of the Lease (Use), the permitted hours of use for the Brittingham Park Garden Area shall coincide with the hours that Brittingham Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. The Lessee shall be allowed vehicular access to the Brittingham Park Garden Area via the bike path from the intersection of West Main Street and Brittingham Place up to three (3) times per year; alternative routes and timeframes shall be approved by the Parks Superintendent.
3. The Lessee shall utilize existing parking locations on the street or in the park parking lot; no other areas are approved for parking of vehicles. Notwithstanding the foregoing, the Lessee's vehicles may be temporarily parked at the Brittingham Park Garden Area as identified above for loading and unloading materials provided that pathways remain unobstructed during these times.
4. No permanent improvements are to be placed on the Brittingham Park Garden Area by the Lessee or its sublessees, with the exception that the following shall be allowed: (1) facilities for water service shall be permitted at the Lessee's sole cost and expense, subject to the Parks Superintendent's prior written approval of plans and specifications therefore; (2) trellises shall be permitted provided they are uniform in height and material; and (3) raised garden beds approximately 24 inches in height shall be permitted. Such other improvements as may be requested by the Lessee from time to time shall be permitted at the Lessee's sole cost and expense, subject to the Parks Superintendent's prior written approval of plans and specifications.
5. The Lessee shall be permitted to erect upon the Brittingham Park Garden Area up to two (2) garden storage benches for the storage of gardening tools as well as to provide a seating area at the garden. Such garden storage bench shall be consistent with the "Excellent & Easy Garden Storage Bench" as shown at <http://www.instructables.com/id/Excellent-Easy-Garden-Storage-Bench> or as approved by the Parks Superintendent. The City is not responsible for any damage to or replacement of the garden storage benches.
6. No trees or shrubs shall be trimmed, removed or otherwise disturbed without the express written consent of the Parks Superintendent.
7. Prior to commencing any work, the Lessee shall contact Diggers Hotline to identify the locations of any underground utilities within the Brittingham Park Garden Area. The garden area shall be reduced as necessary to avoid conflict with any identified utility facilities.
8. In addition to and in accordance with the provisions of Paragraph 11.a.1 of the Lease (Termination), the City shall have the right, at its sole option, to declare this Lease void, terminate the same, reenter and take possession of the Brittingham Park Garden Area by giving the Lessee thirty (30) days written notice, upon or after a cause of action is filed in Dane County Circuit Court by a person claiming to be a successor to the grantor of the portion of Brittingham Park containing the Brittingham Park Garden Area (Dane County Register of Deeds Doc. # 261423) in which the person seeks to prevent the use of the Brittingham Park Garden Area for community garden purposes and/or seeks revision of title over this portion of Brittingham Park.

Site 14 – Rennebohm Park Garden Area

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Rennebohm Park Garden Area shall coincide with the hours that Rennebohm Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. In addition to and in accordance with the provisions of Paragraph 8 of the Lease (Subletting of Leased Premises), the right to sublease a garden plot shall be granted to residents on a first-come, first-serve basis subject to the following preference order: first preference to use of the plots shall be given to former Sheboygan Community Garden gardeners living in close proximity to the Rennebohm Park Garden Area; second preference shall be given to all other residents of the City of Madison.
3. The Lessee shall be allowed vehicle access to the Rennebohm Park Garden Area up to three (3) times per calendar year, subject to the Parks Superintendent's prior written approval of the route and timing of said access. The Lessee shall promptly repair any damage (e.g., rutting, turf damage, damage to the curb) resulting from such vehicular access. Such repairs shall be performed in a manner satisfactory to the Parks Superintendent.
4. Except as provided in the above Paragraph 3, no vehicular access or parking of vehicles shall be permitted on the Rennebohm Park Garden Area or within Rennebohm Park. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
5. No permanent improvements are to be placed in the Rennebohm Park Garden Area by the Lessee or its sublessees, with the exception that the following improvements shall be allowed at the Lessee's sole cost, subject to the Parks Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval: (1) facilities for water service (water hoses shall only be permitted within the Rennebohm Park Garden Area); (2) a fence enclosing the Rennebohm Park Garden Area (with all gardening activities to remain within the fenced area); (3) raised garden beds; and (4) a bulletin board constructed of stained wood and not exceeding a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.
6. Notwithstanding the provisions in the above Paragraph 5, the Lessee shall be permitted, at the Lessee's sole cost, to place a storage shed within the Rennebohm Park Garden Area; the size, type, and location of said storage shed shall be subject to the Parks Superintendent's prior written approval and subject to any necessary zoning or building permit review and approval. No alterations to the storage shed shall be permitted without the Parks Superintendent's prior written approval.
7. The removal or trimming of any trees or shrubs within the Rennebohm Park Garden Area shall be at the Lessee's sole cost and discretion.
8. Prior to commencing the initial garden installation, the Lessee shall contact Diggers Hotline to identify the locations of any underground utilities within the Rennebohm Park Garden Area. The garden area shall be reduced as necessary to avoid conflict with any identified utility facilities.

Site 15 – Lakefront Porch Park Garden Area

1. The garden beds included in the Lakefront Porch Park Garden Area shall be limited to the raised bed planters at those locations depicted on Exhibit C.
2. Gardening activities in the Lakefront Porch Park Garden Area shall not impede the public's access to the Lakefront Porch platform. Lessee may hold special events at the Lakefront Porch Park Garden Area, including restricting access to the facility or charging admission, pursuant to a City Parks Division ("Parks") Event Permit, and any conditions set forth therein.
3. In addition to and in accordance with the provisions of Paragraph 10.b of the Lease (General Conditions), the City bans the use of any chemical agent, insecticide, fertilizer or additive on the Lakefront Porch Park Garden Area which does not comport with organic farming methods. All fertilizers and soil amendments shall be organic products of plant or animal origin. The use of synthetic fungicides and herbicides of any kind is prohibited.
4. No new planters or trellises shall be added to the Lakefront Porch Park Garden Area, or affixed to or placed against the existing railings in the Lakefront Porch Park Garden Area, without the prior written approval of the Parks Superintendent.
5. Because of the highly visible public siting of the Lakefront Porch Park Garden Area, special consideration must be given to the aesthetics of the design and to maintaining a tidy appearance during the garden season.
6. In accordance with Paragraph 10.a. of the Lease (General Conditions), the Lessee shall be responsible for all water charges billed to the Lakefront Porch Park Garden Area.
7. The Lessee and its sublessees shall be permitted to store garden equipment inside the Madison Water Utility's ("MWU") well house during the winter months, with the prior written consent of MWU. All storage shall be coordinated with the primary or secondary contact person designated by MWU.
8. The Lessee, and its sublessees, shall utilize the rain barrel located in the Lakefront Porch Park, which rain barrel shall be provided and maintained by Parks.
9. MWU and Parks shall have the right to restrict access to the Lakefront Porch Park Garden Area and to relocate/remove items from the Lakefront Porch Park Garden Area in order to perform maintenance at the site.
10. In the event MWU or Parks schedules planned maintenance to the Lakefront Porch Park Garden Area, MWU or Parks shall provide notice to the designated contact person(s) for the Lakefront Porch Park Garden Area at least one (1) week prior to the start of work. In the event emergency maintenance is required, MWU or Parks shall provide notice as soon as practicable.
11. The Lessee, or its sublessees, and Parks and MWU shall each designate primary and secondary contact persons through whom all communications and coordination between MWU, Parks and Lessee shall be handled.

12. Parking of vehicles shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
13. No additional permanent improvements are to be placed in the Lakefront Porch Park Garden Area by the Lessee or its sublessees. The City, through MWU and Parks, shall provide and maintain the following improvements located within the Lakefront Porch Park Garden Area: raised garden beds, garden planters/containers, bulletin board planter, compost tumbler, and a lockable toolbox (collectively, "City Improvements"). The City Improvements shall remain the exclusive property of the City and the City reserves the right, in its sole discretion, to remove or relocate the City Improvements, or any part thereof. All other tools or gardening equipment remain the property of the gardeners of the Lakefront Porch Park Garden Area and the gardeners are responsible for maintaining and replacing those items as needed. The gardeners may perform maintenance activities or make improvements relating to the City Improvements, provided that prior written consent for said maintenance or improvements is obtained from the Parks Superintendent. The City reserves the right, in its sole discretion, to deny maintenance and/or improvement requests made by the Lessee or gardeners.

Site 16 – Fraust Park Garden Area

1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Fraust Park Garden Area shall coincide with the hours that Fraust Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. The Lessee shall be allowed vehicle access to the Fraust Park Garden Area up to three (3) times per calendar year, subject to the Parks Superintendent's prior written approval of the route and timing of said access. The Lessee shall promptly repair any damage (e.g., rutting, turf damage, damage to the curb) resulting from such vehicular access. Such repairs shall be performed in a manner satisfactory to the Parks Superintendent.
3. Except as provided in the above condition #2, no vehicular access or parking of vehicles shall be permitted on the Fraust Park Garden Area or within Fraust Park. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
4. No permanent improvements are to be placed in the Fraust Park Garden Area by the Lessee or its sublessees, with the exception that the following improvements shall be allowed at the Lessee's sole cost, subject to the Parks Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval: (1) facilities for water service (water hoses shall only be permitted within the Fraust Park Garden Area); (2) a fence enclosing the Fraust Park Garden Area (with all gardening activities to remain within the fenced area); (3) raised garden beds; and (4) a bulletin board constructed of stained wood and not exceeding a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season. No additional improvements or structures, whether temporary or permanent, shall be constructed or placed without the Parks Superintendent's written approval. All improvements or structures shall conform with all zoning, building, and other applicable approvals, rules, ordinance and codes.

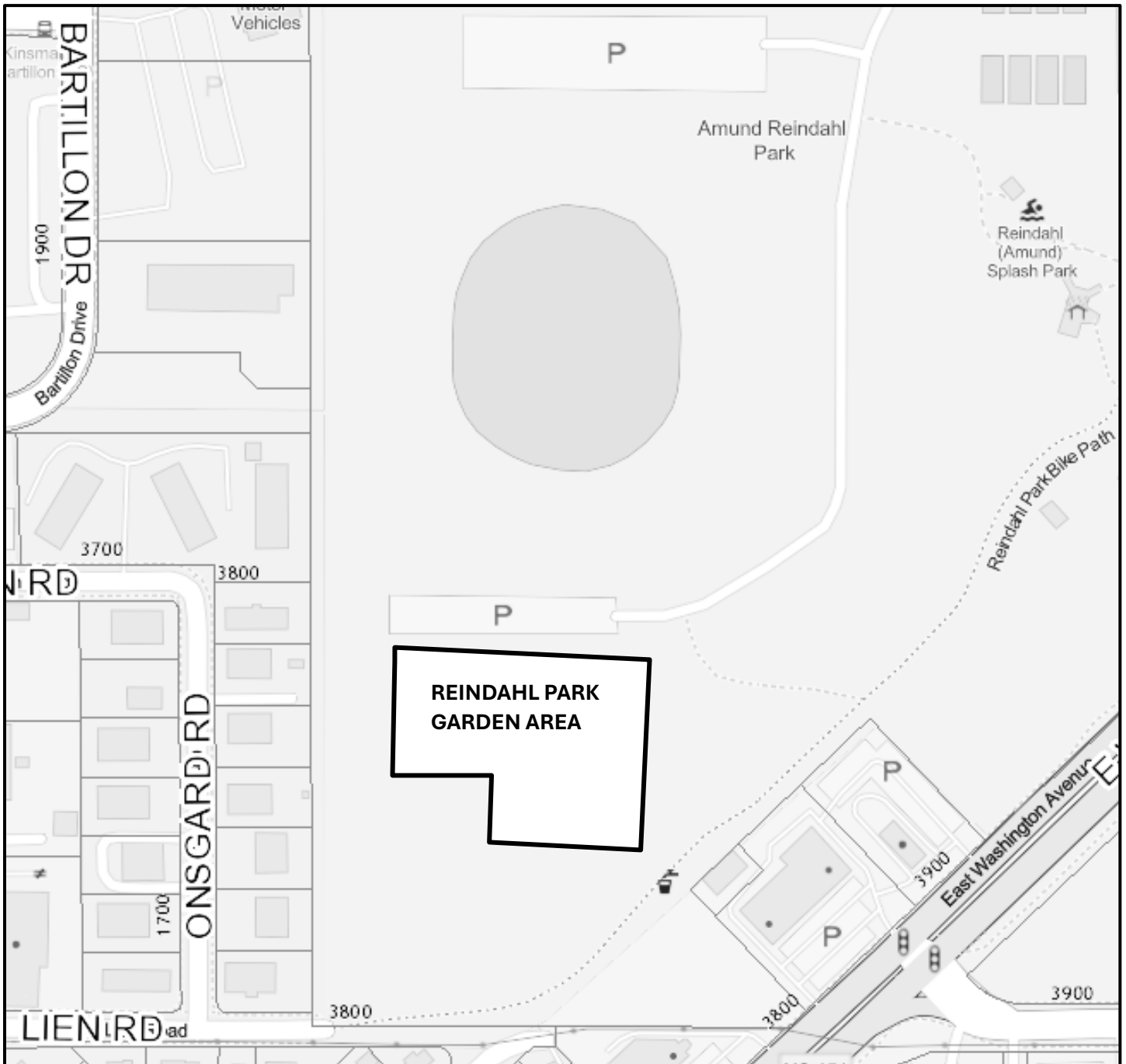
5. The removal or trimming of any trees or shrubs within the Fraust Park Garden Area shall be at the Lessee's sole cost and discretion.
6. The Lessee shall have access to water from the City's building located directly to the East of the Fraust Park Garden Area. The Lessee shall not pay the cost of its water usage until the parcel of land on which the Fraust Park Garden Area is located is connected to City water service. The City may remove the Lessee's access to water service described in this paragraph at the City's sole discretion.

Site 17 – Heifetz Park Garden Area

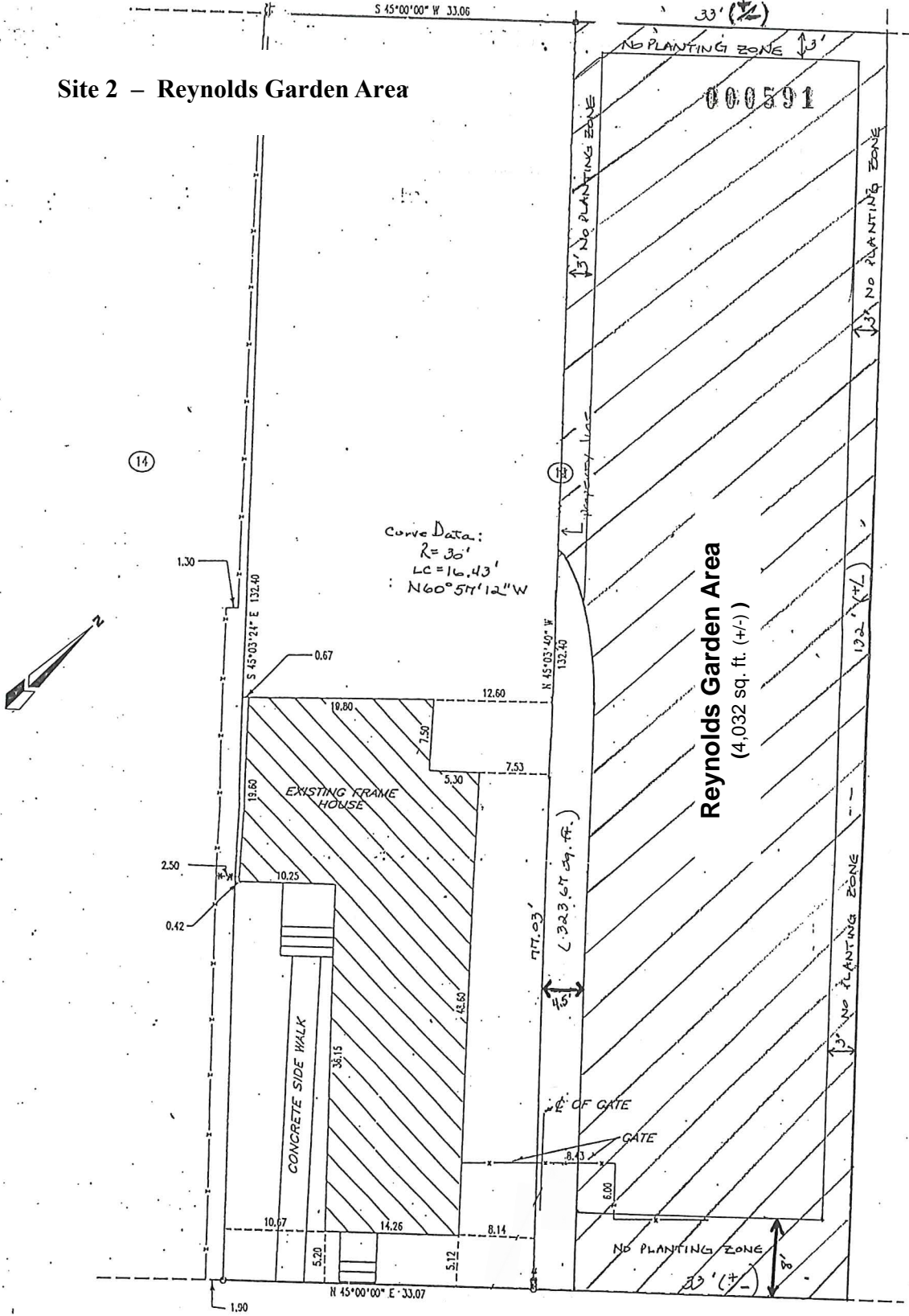
1. In addition to and in accordance with the provisions of Paragraph 6 of the Lease (Use), the permitted hours of use for the Heifetz Park Garden Area shall coincide with the hours that Heifetz Park is open for the public, as established by City of Madison General Ordinance Section 8.21.
2. The Lessee shall be allowed vehicle access to the Heifetz Park Garden Area up to three (3) times per calendar year, subject to the Parks Superintendent's prior written approval of the route and timing of said access. The Lessee shall promptly repair any damage (e.g., rutting, turf damage, damage to the curb) resulting from such vehicular access. Such repairs shall be performed in a manner satisfactory to the Parks Superintendent.
3. Except as provided in the above condition #2, no vehicular access or parking of vehicles shall be permitted on the Heifetz Park Garden Area or within Heifetz Park. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.
4. No permanent improvements are to be placed in the Heifetz Park Garden Area by the Lessee or its sublessees, with the exception that the following improvements shall be allowed at the Lessee's sole cost, subject to the Parks Superintendent's prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval: (1) facilities for water service (water hoses shall only be permitted within the Heifetz Park Garden Area); (2) a fence enclosing the Heifetz Park Garden Area (with all gardening activities to remain within the fenced area); (3) raised garden beds; and (4) a bulletin board constructed of stained wood and not exceeding a height of five feet (5') above grade level. The City reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season. No additional improvements or structures, whether temporary or permanent, shall be constructed or placed without the Parks Superintendent's written approval. All improvements or structures shall conform with all zoning, building, and other applicable approvals, rules, ordinance and codes.
5. The removal or trimming of any trees or shrubs within the Heifetz Park Garden Area shall be at the Lessee's sole cost and discretion.

EXHIBIT C

Site 1 – Reindahl Park Garden Area



Site 2 - Reynolds Garden Area

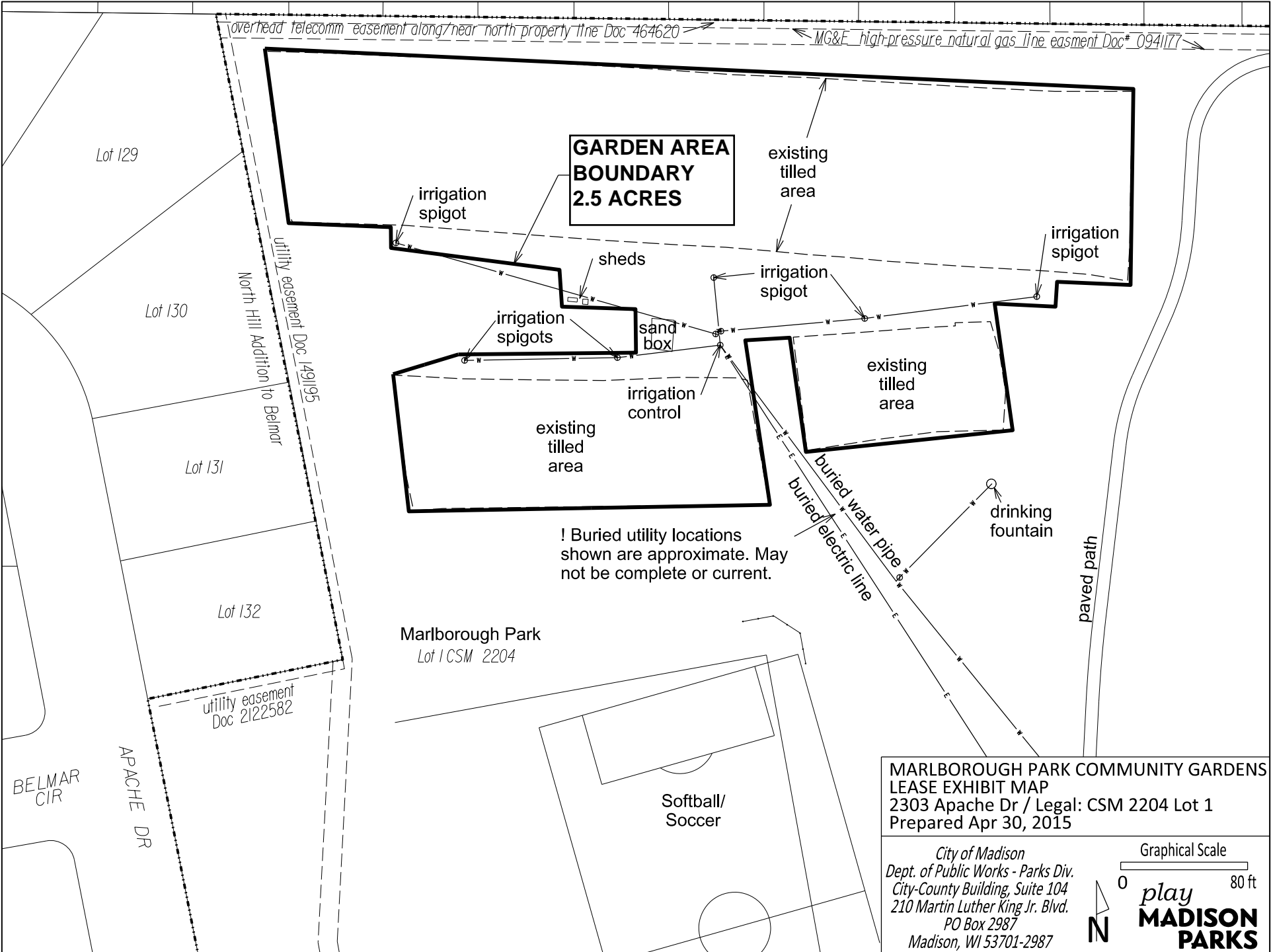


East Mifflin

Site 3 - Waunona Park Garden Area



Site 4 - Marlborough Park Garden Area



MARLBOROUGH PARK COMMUNITY GARDENS LEASE EXHIBIT MAP
 2303 Apache Dr / Legal: CSM 2204 Lot 1
 Prepared Apr 30, 2015

City of Madison
 Dept. of Public Works - Parks Div.
 City-County Building, Suite 104
 210 Martin Luther King Jr. Blvd.
 PO Box 2987
 Madison, WI 53701-2987

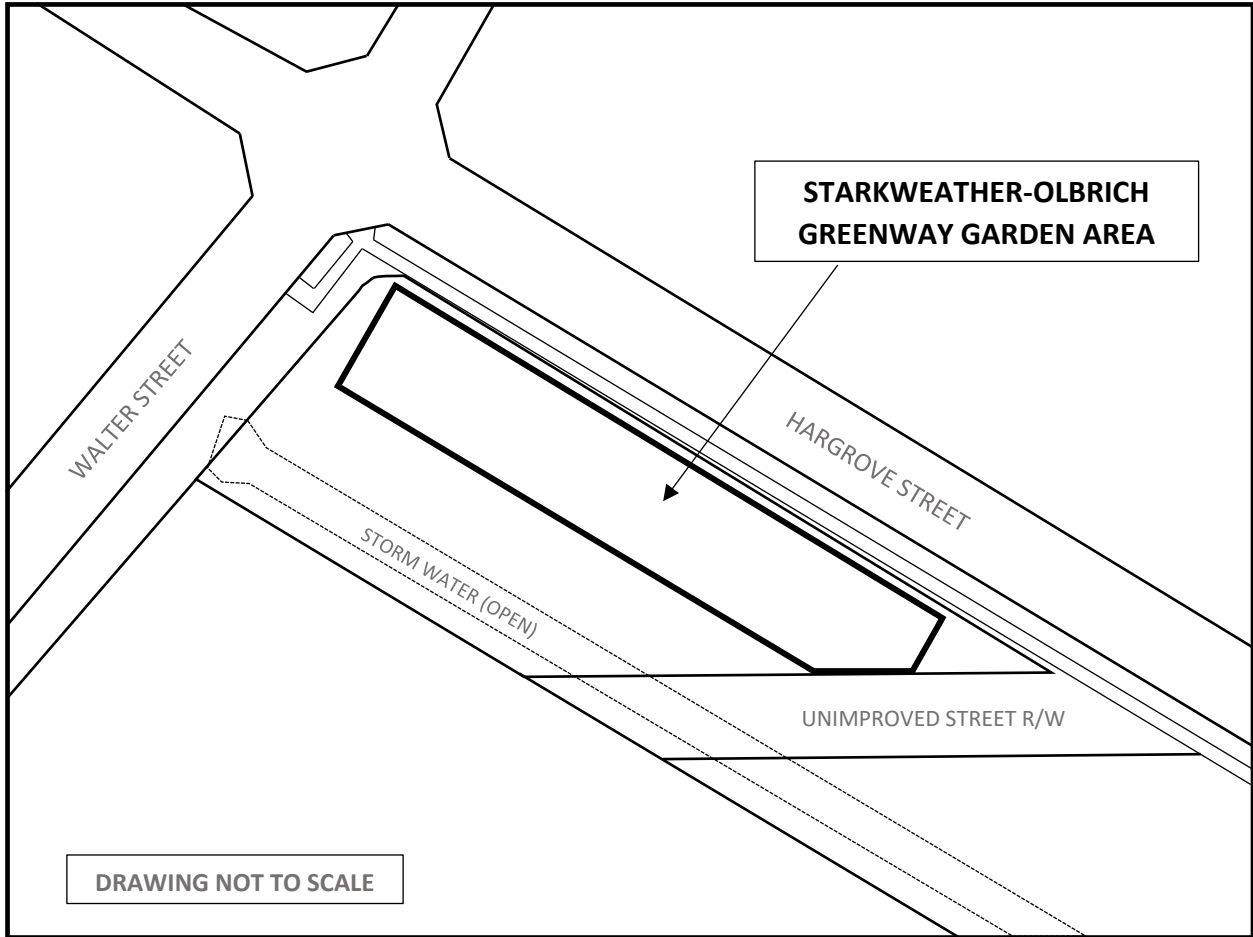
Graphical Scale
 0 80 ft

play
MADISON
PARKS

M:\Maps\parks\Marlborough\Marlborough_CommunityGardensLeaseMap.dgn

EXHIBIT C

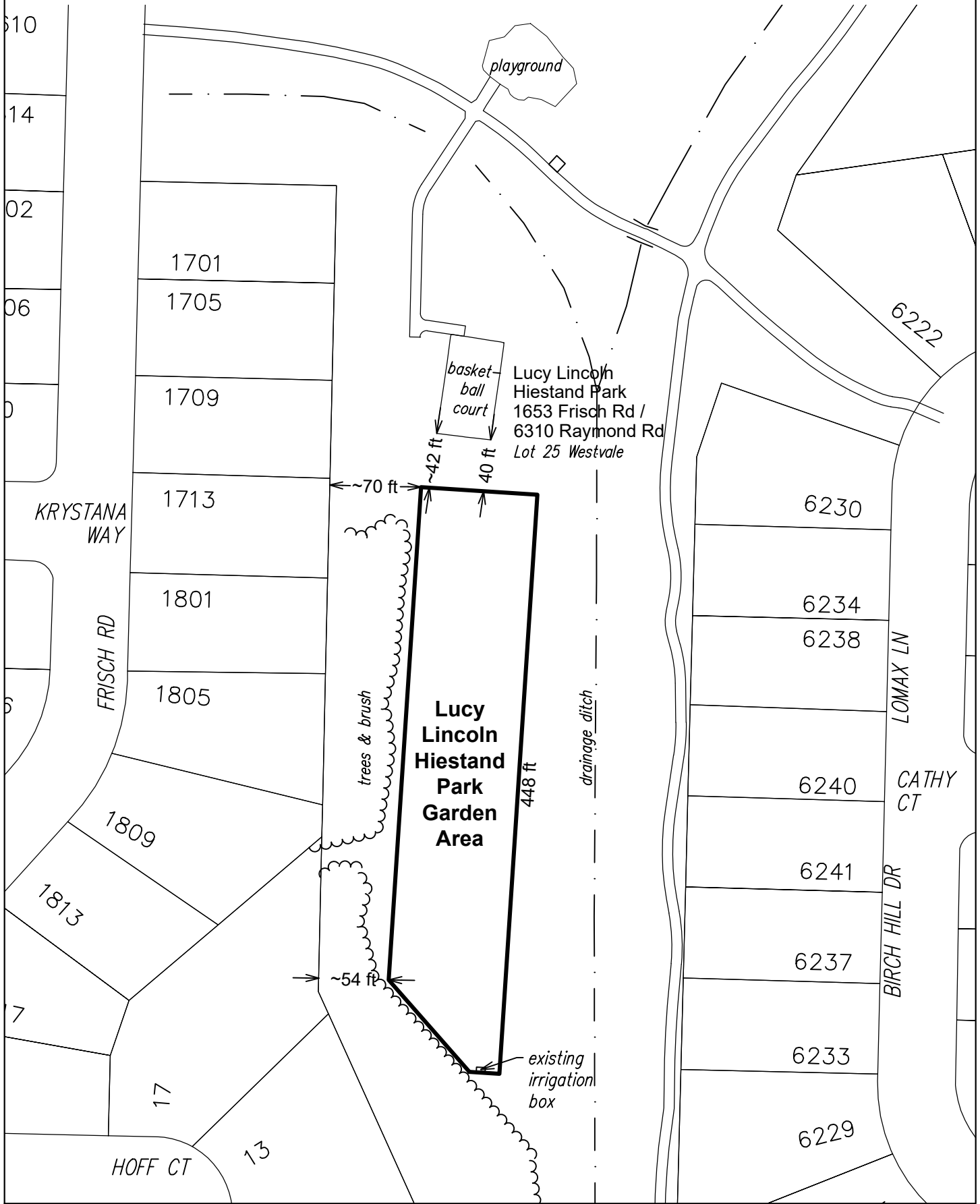
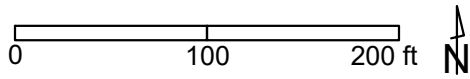
Site 5 – Starkweather-Olbrich Greenway Garden Area



Site 6 - Lucy Lincoln Hiestand Garden Area

Lucy Lincoln Hiestand Park

Part of Lot 25 Westvale, City of Madison, Dane County, WI
Park Address 1653 Frisch Rd.
Prepared Mar 1, 2021 by City of Madison, WI Parks Div

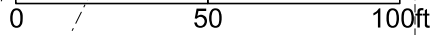



Site 7 - Quann Park Garden Area

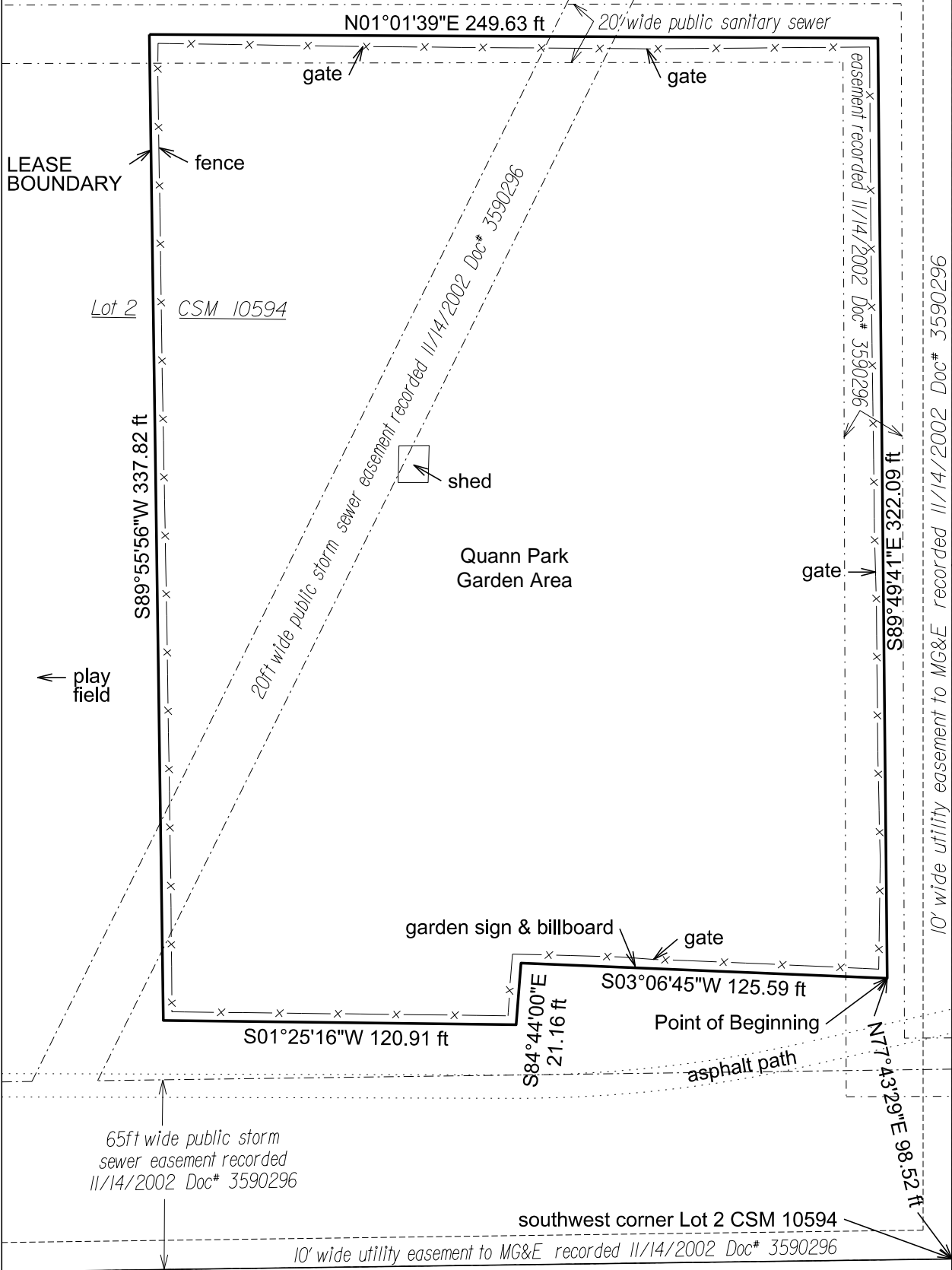
Quann Park Garden Area

Prepared 7/27/2012 by City of Madison Parks Division
 Site address 312 Bram St (primary parcel address 1802 Quann-Olin Parkway)
 Feature locations as of 7/26/2012. Only selected features shown.
 "Doc#" is document recorded at Dane County Register of Deeds Office

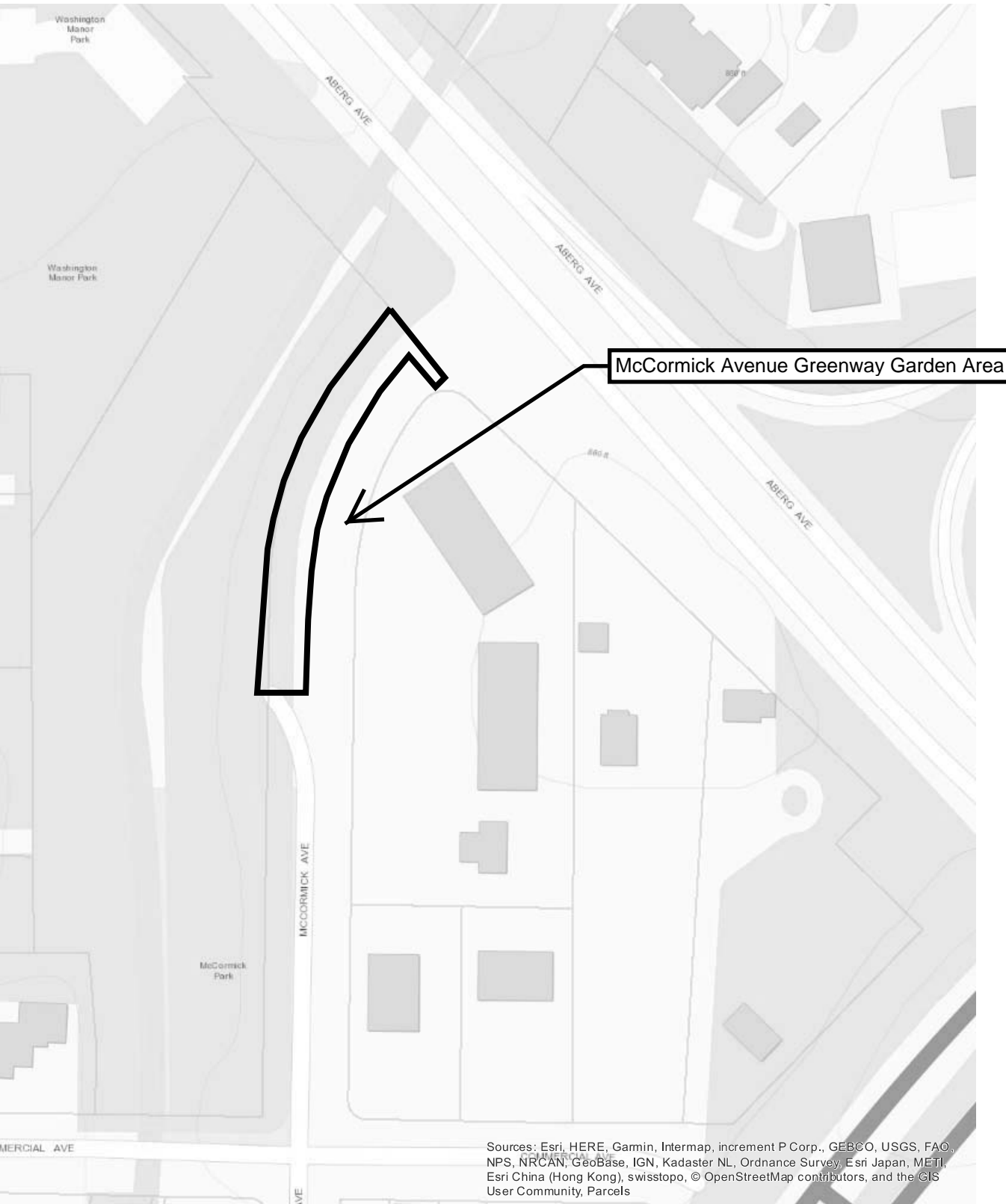
Graphical Scale




 Bearings
 referenced
 to the south
 line of
 Certified
 Survey Map
 No. 10594
 (Doc#
 3590296)



Site 8 – McCormick Avenue Greenway Garden Area



Sources: Esri, HERE, Gamin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community, Parcels

SURVEYED FOR:
 City of Madison, WI Parks Division
 PO Box 2987 Madison, WI 53701-0287 Tel: (608)288-4711

SURVEYED BY:
 Dan Fostner, PLS 2788 City of Madison Parks Division

NOTES:
 Date(s) of field work: March 28, 2010
 Site address(es) / fee parcel number(s):
 5800 Thrush Ln / 0806-062-0410-8

Locations of public utilities are based on Digger's Hotline Ticket(s) Numbered 20101204002; coverage obtained from the City of Madison Engineering Division; and visible above-ground structures. Additional buried utilities or structures may be encountered. No warranties are made to locate utilities, and this map does not attempt to show condition or capacity of any utility or service facility. Contact Digger's Hotline at (608) 243-4611 before excavating.

All surfaces and subsurface improvements on and adjacent to the site are not necessarily shown.

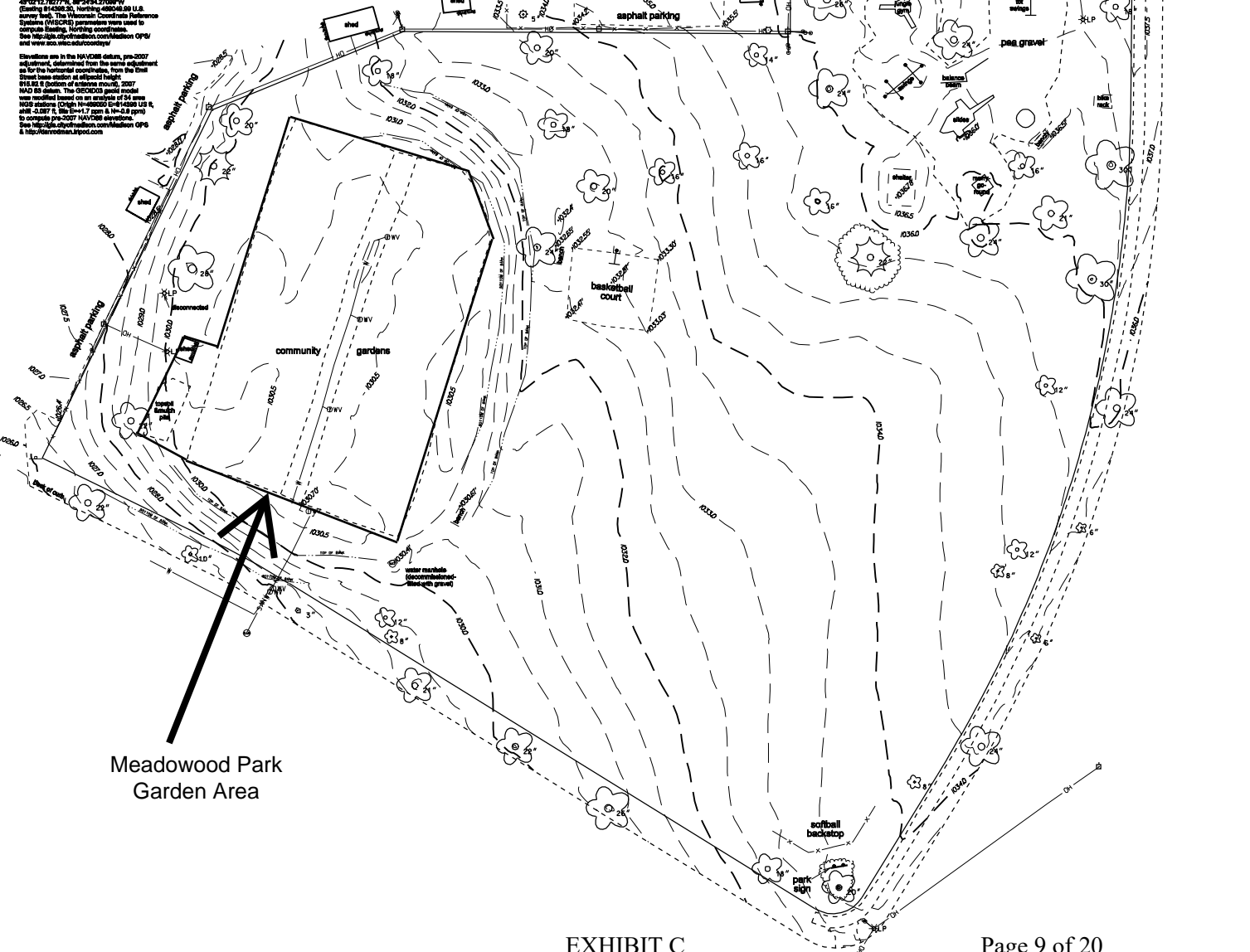
Boundaries specifically noted or shown. This map does not show assessments, building setbacks, zoning and land use restrictions, covenants, or any other restrictions or benefits that a owner and accurate site search may disclose.

Plot Date: Mar 30, 2010
 File: M:\GIS\DATA\PIVOT\PARK\MADMEADOWD\MADNOV SURVEY.DGN

- LEGEND**
- Bush
 - Fence
 - Sign
 - ⊙ Sanitary sewer manhole
 - SAN — Sanitary sewer
 - U — Utility pole
 - L.P. — Light pole
 - O.H. — Overhead line
 - H.Y.D. — Hydrant
 - W.V. — Water valve
 - B.W.L. — Buried water line

Horizontal coordinates are Dane County Coordinate, U.S. survey feet, NAD 83 (2011) datum, computed from a combined adjustment of total station measurements and RTK GPS observations from the Elm Street base station (44729) at 49°22'57.577" N, 89°28'24.070" W (earing 814238.25, northing 486246.80 U.S. survey feet). The Wisconsin Coordinate Reference System (WISCRS) parameters were used to compute StatePlane, NAD83 coordinates. See <http://gis.mt.com/madison/coordinate/CRS/> and <http://www.mt.com/coordinate/>

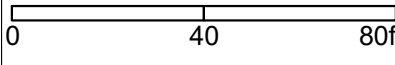
Adjustments are in the NAD 83 datum, year 2011 adjustment, determined from the same adjustment as for the horizontal coordinates. From the Elm Street base station at ellipsoid height 814.82, 5 stations of elevation control (2007 MAD 83 datum). The GEOID03 geoid model was realized based on an average of 74 mean water levels from 1993 to 2007. See <http://www.mt.com/madison/coordinate/CRS/> and <http://www.mt.com/coordinate/>



Site 11 - Elvehjem Park Garden Area

Community Gardens Lease - Elvehjem Park

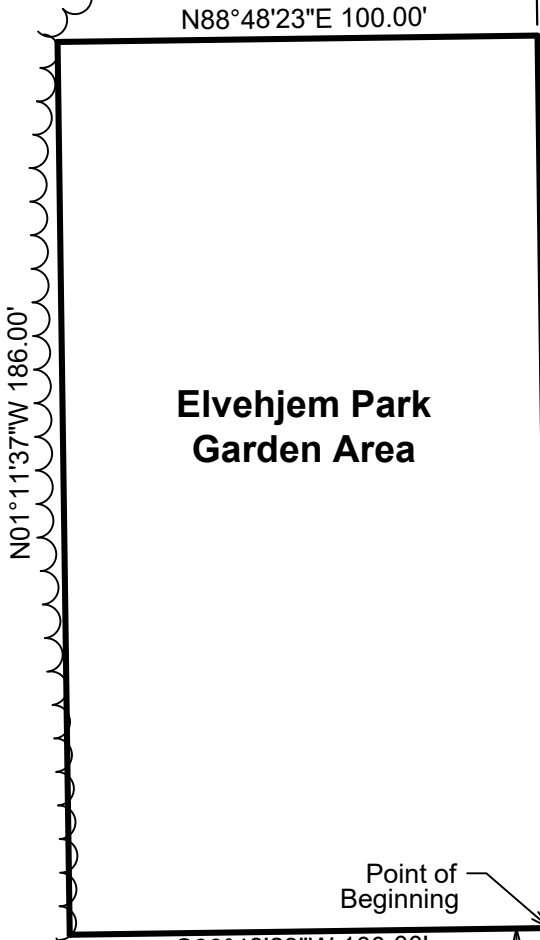
Part of Lot 11, Block 5, Black Addition to Painted Post Estates,
in the City of Madison, Dane County, WI
Park Address 1202 Painted Post Dr.
Bearings referenced to plat of Black Addition to Painted Post Estates
Prepared Feb 25, 2021 by City of Madison, WI Parks Div



Elvehjem Park
City of Madison Public Park

Lot 20, Block 4
Park Addition
to Acewood

Lot 11 Block 5
Black Addition to
Painted Post Estates



**Elvehjem Park
Garden Area**

Utility easement to WI Tel Co. recorded Feb 14 1984 Doc 1820385

concrete sidewalk

15'

PAINTED POST DR (60')

S88°48'23"W
15.00'

asphalt road

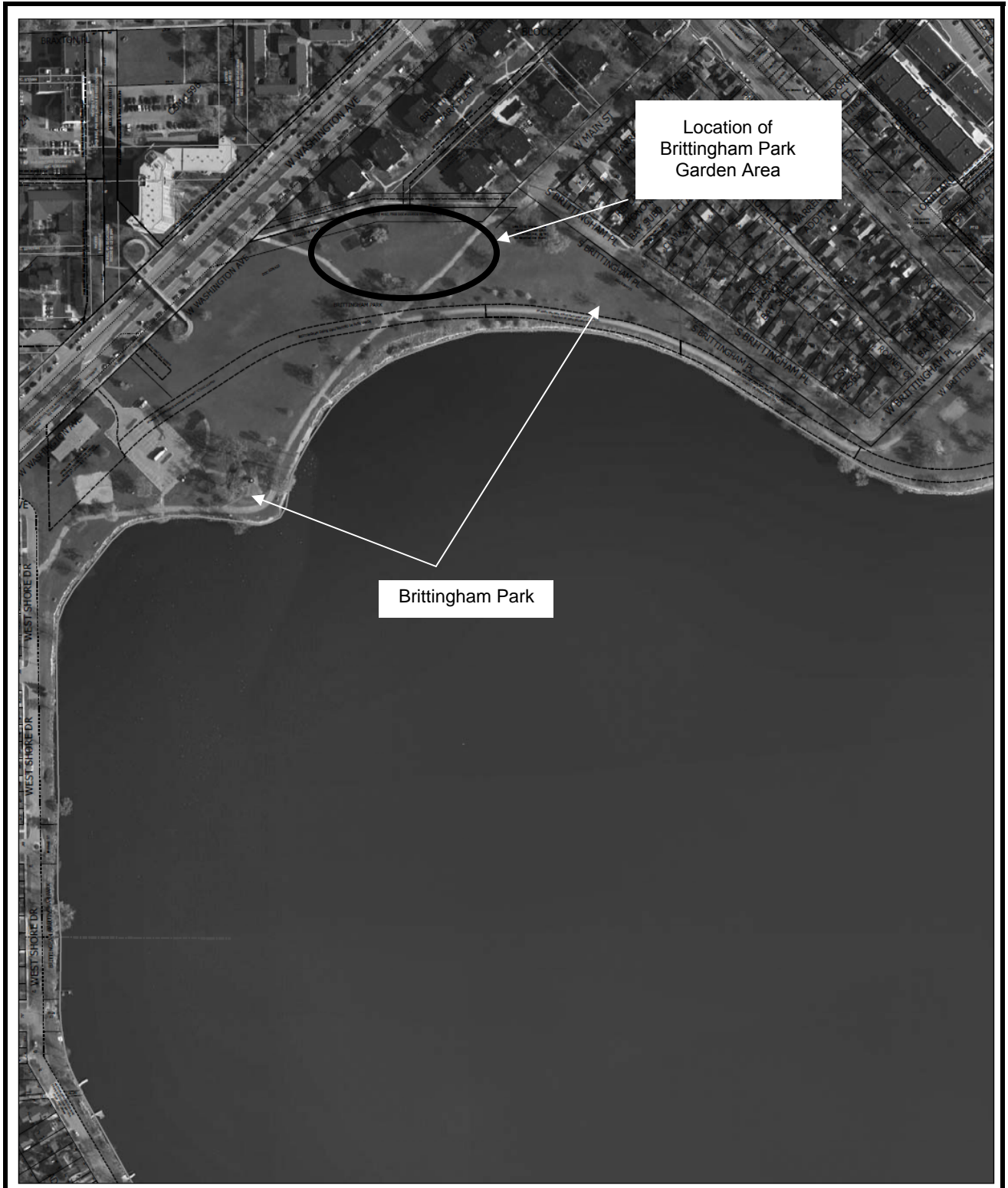
N01°11'37"W 83.00'

approximate
tree dripline

asphalt drive

Lot 6 Block 1
Gray Addition to (1210 Painted Post Dr)
Painted Post Estates

Site 13 - Brittingham Park Garden Area Locator Map



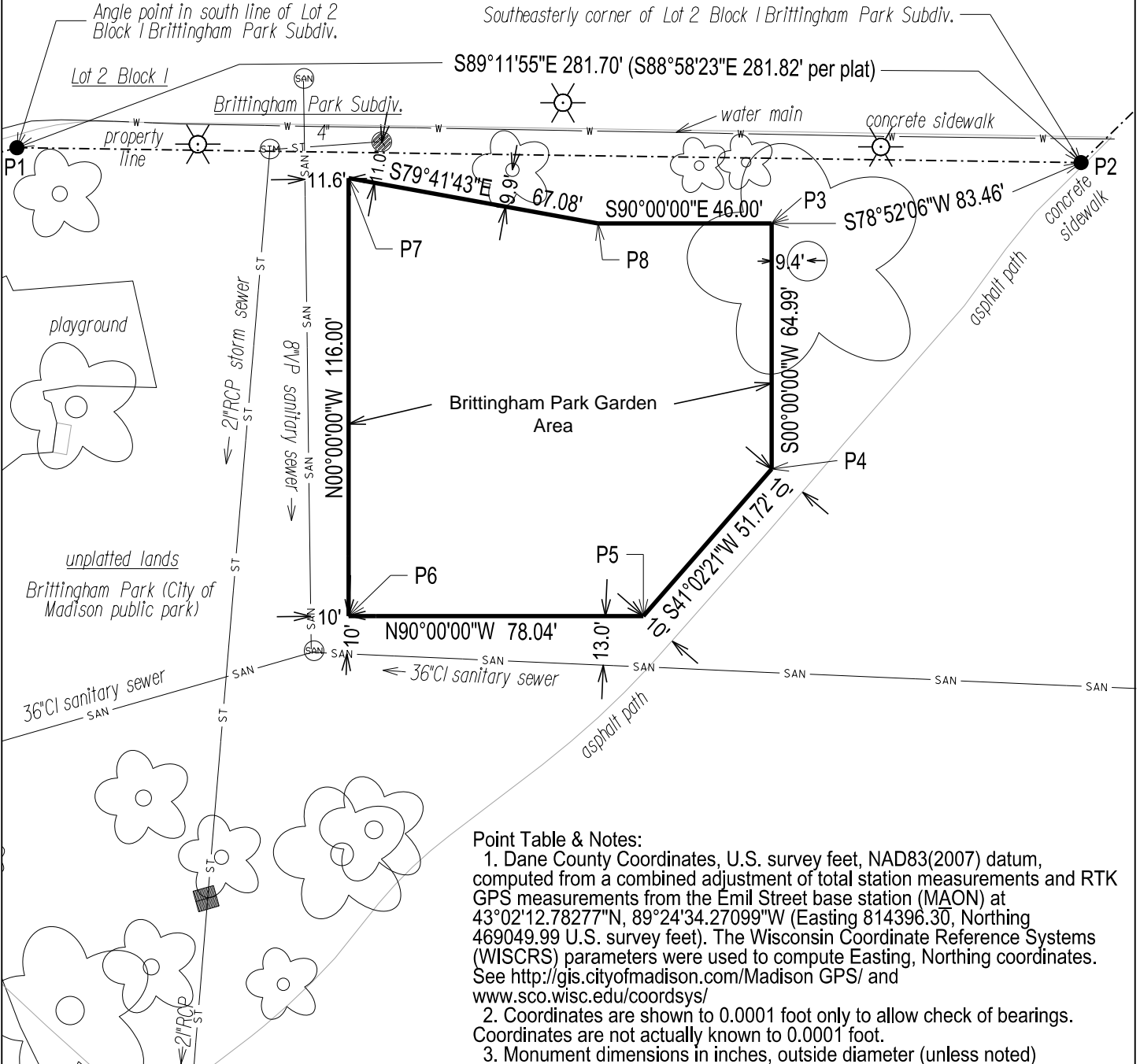
Site 13 - Brittingham Park Garden Area

Brittingham Park Garden Area

Located in the NE1/4 of the SW1/4 of Section 23, T7N R9E, City of Madison, Dane County, Wisconsin

LEGAL DESCRIPTION:

Part of the NE1/4 of the SW1/4 of Section 23, T7N R9E, City of Madison, Dane County, Wisconsin, more particularly described as follows: Commencing at the angle point in the south line of Lot 2, Block 1, Brittingham Park Subdivision; thence S89°11'55"E, 281.70 ft to the southeasterly corner of said Lot 2; thence S78°52'06"W, 83.46 feet to the point of beginning; thence S00°00'00"W, 64.99 feet; thence S41°02'21"W, 51.72 feet; thence N90°00'00"W, 78.04 feet; thence N00°00'00"W, 116.00 feet thence S79°41'43"E, 67.08 feet; thence S90°00'00"E, 46.00 feet to the point of beginning. Containing 11382 square feet or 0.2613 acres, more or less. Bearing referenced to WISCRS-Dane, NAD83(2007) Datum.



Point Table & Notes:

- Dane County Coordinates, U.S. survey feet, NAD83(2007) datum, computed from a combined adjustment of total station measurements and RTK GPS measurements from the Emil Street base station (MAON) at 43°02'12.78277"N, 89°24'34.27099"W (Easting 814396.30, Northing 469049.99 U.S. survey feet). The Wisconsin Coordinate Reference Systems (WISCRS) parameters were used to compute Easting, Northing coordinates. See <http://gis.cityofmadison.com/Madison GPS/> and www.sco.wisc.edu/coordsys/
- Coordinates are shown to 0.0001 foot only to allow check of bearings. Coordinates are not actually known to 0.0001 foot.
- Monument dimensions in inches, outside diameter (unless noted)

Brittingham Park - 801 W Washington Ave
 (south of Parkview Apts, west of W Main & S Brittingham Pl.)
 Prepared Apr. 2, 2013

City of Madison
 Dept. of Public Works - Parks Div.
 City-County Building, Suite 104
 210 Martin Luther King Jr. Blvd.
 PO Box 2987
 Madison, WI 53701-2987

Graphical Scale
 0 40 ft

play **MADISON PARKS**

Pt	Northing	Easting	Monument
P1	479319.2200	817814.6800	Found 1-1/4in rod 0.2 ft below ground
P2	479315.2800	818096.3500	Found 1-1/4in rod
P3	479299.1673	818014.4613	Lease point of beginning
P4	479234.1764	818014.4613	
P5	479195.1673	817980.5042	
P6	479195.1673	817902.4613	
P7	479311.1673	817902.4613	
P8	479299.1673	817968.4613	

M:\Maps\parks\Brittingham\CommunityGardens\Brittingham_CommunityGardens_LeaseExhibits.dgn

Site 14 - Rennebohm Park Garden Area
Locator Map

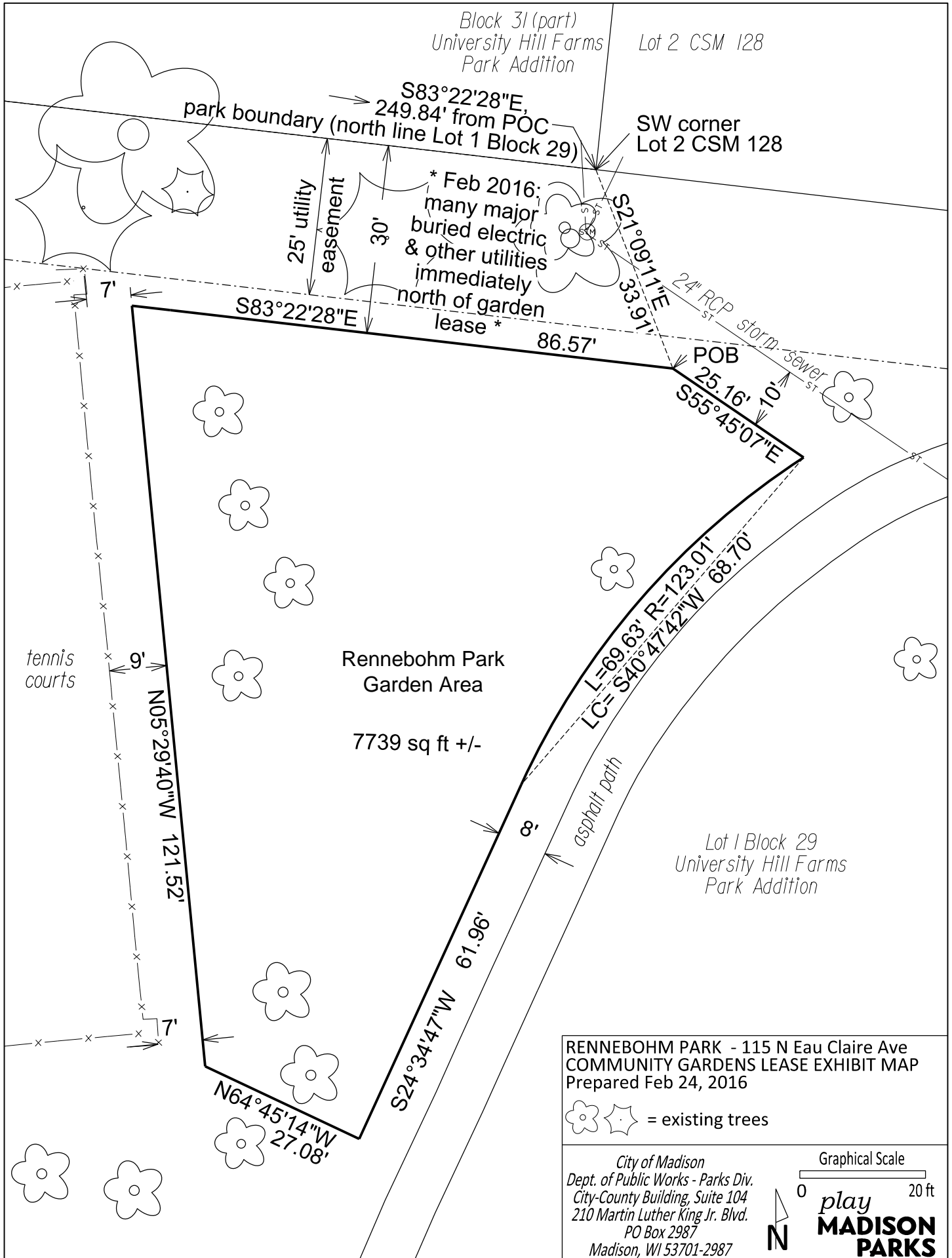


Rennebohm Park Garden Area

EAU CLAIRE

REGENT

Site 14 - Rennebohm Park Garden Area

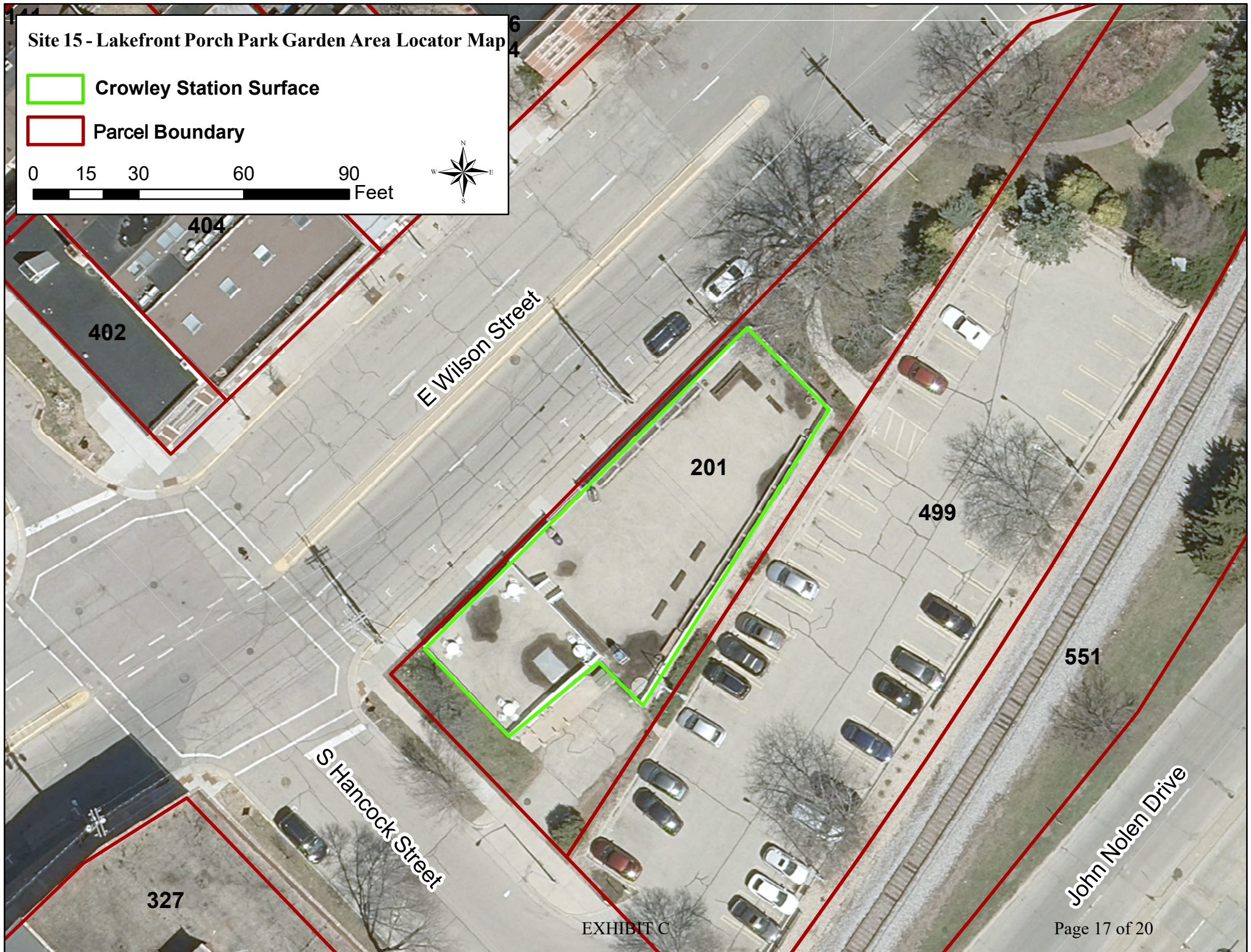
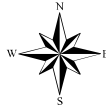


Site 15 - Lakefront Porch Park Garden Area Locator Map

 Crowley Station Surface

 Parcel Boundary

0 15 30 60 90 Feet



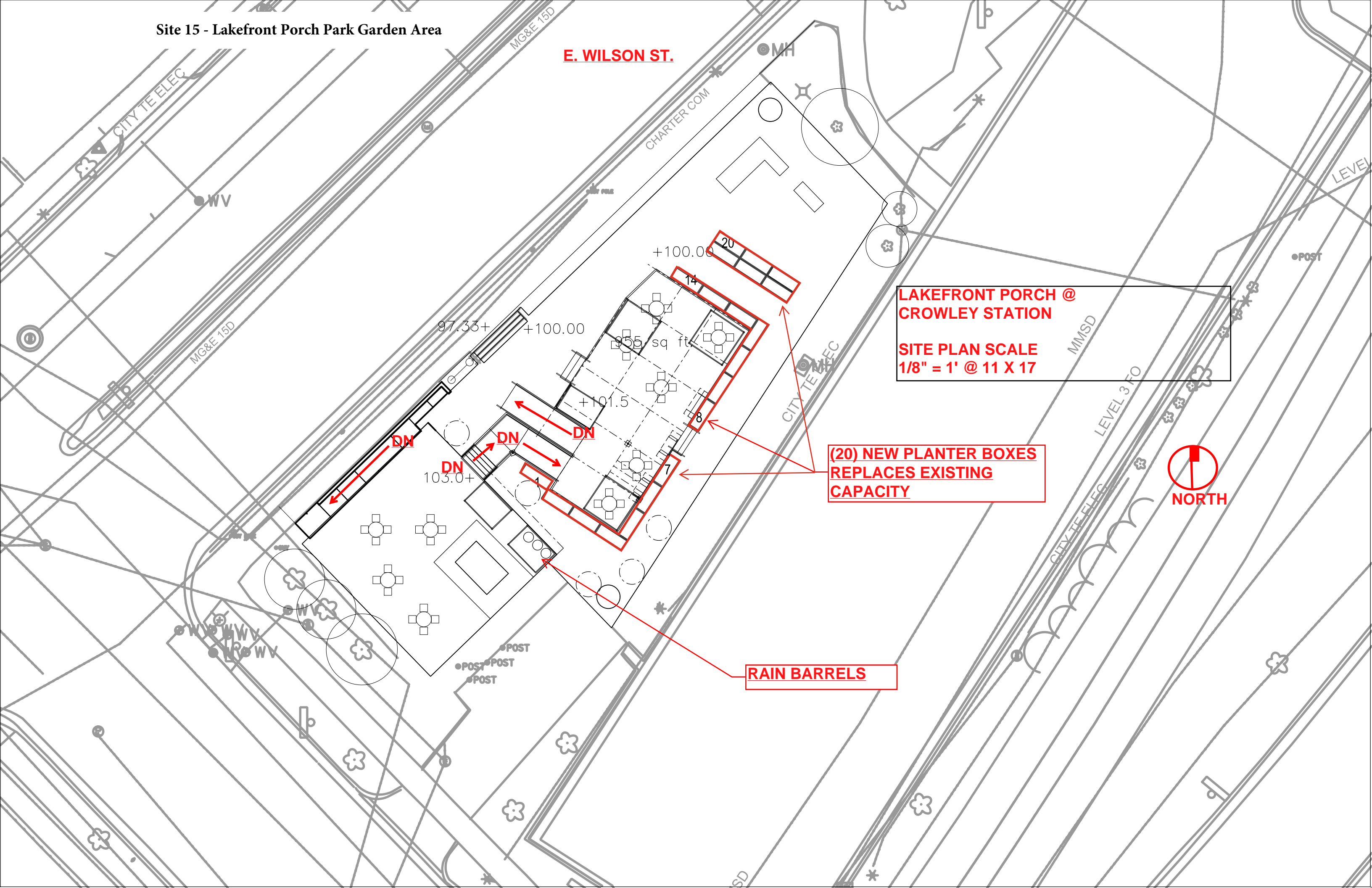
Site 15 - Lakefront Porch Park Garden Area

E. WILSON ST.

**LAKEFRONT PORCH @
CROWLEY STATION**
**SITE PLAN SCALE
1/8" = 1' @ 11 X 17**

**(20) NEW PLANTER BOXES
REPLACES EXISTING
CAPACITY**

RAIN BARRELS

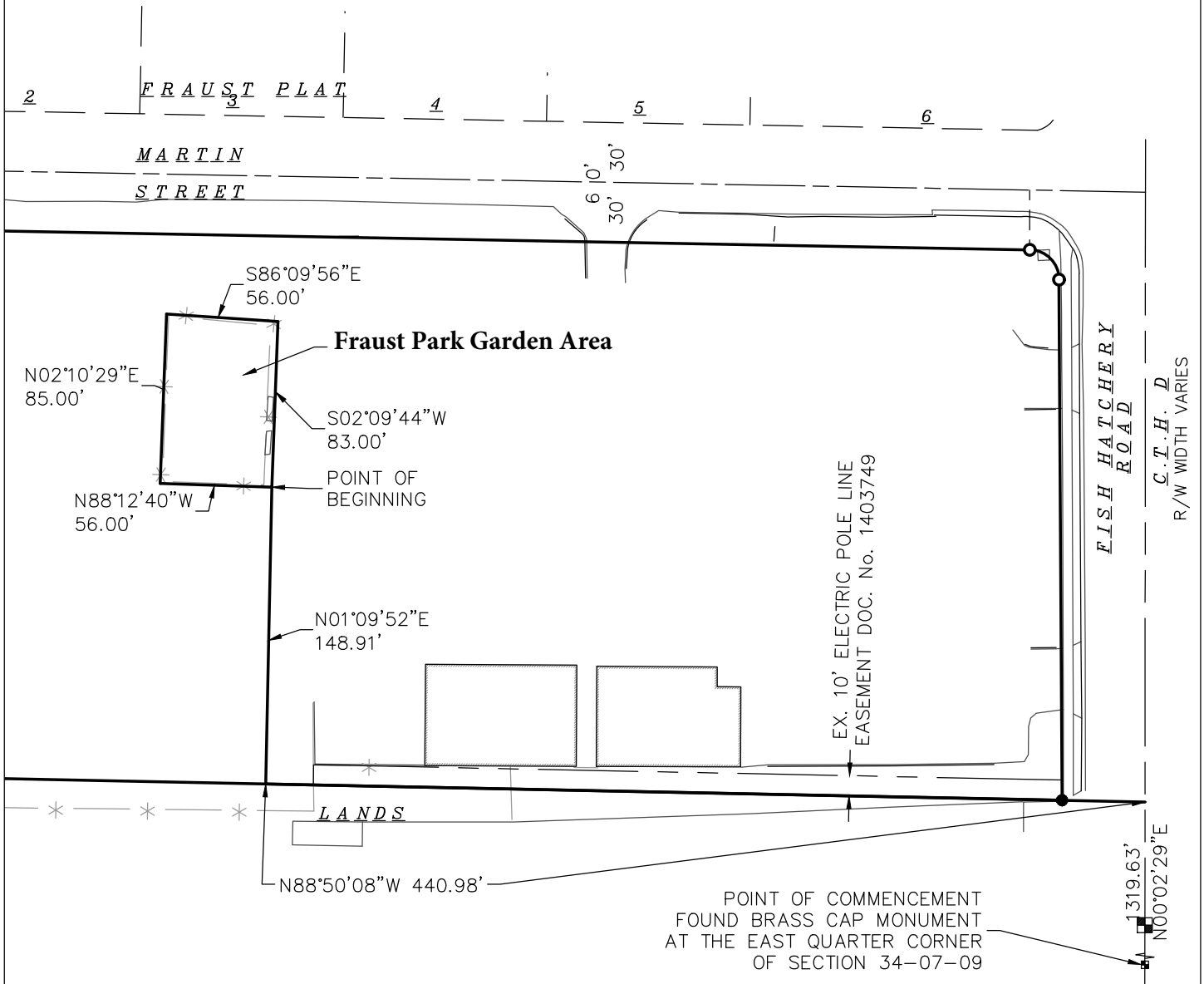


Site 16 - Fraust Park Garden Area

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN



SCALE : ONE INCH = EIGHTY FEET



Burse

surveying & engineering Inc.

2801 International Lane, Suite 101
 Madison, WI 53704 608.250.9263
 Fax: 608.250.9266
 email: mburse@bse-inc.net
 www.bursesurveyengr.com

Date: March 16, 2023
 Plot View: Community Garden

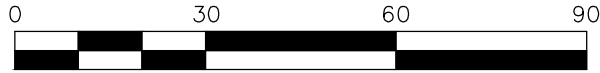
\BSE2689\dwg\Survey\BSE2689 Survey v2018.dwg



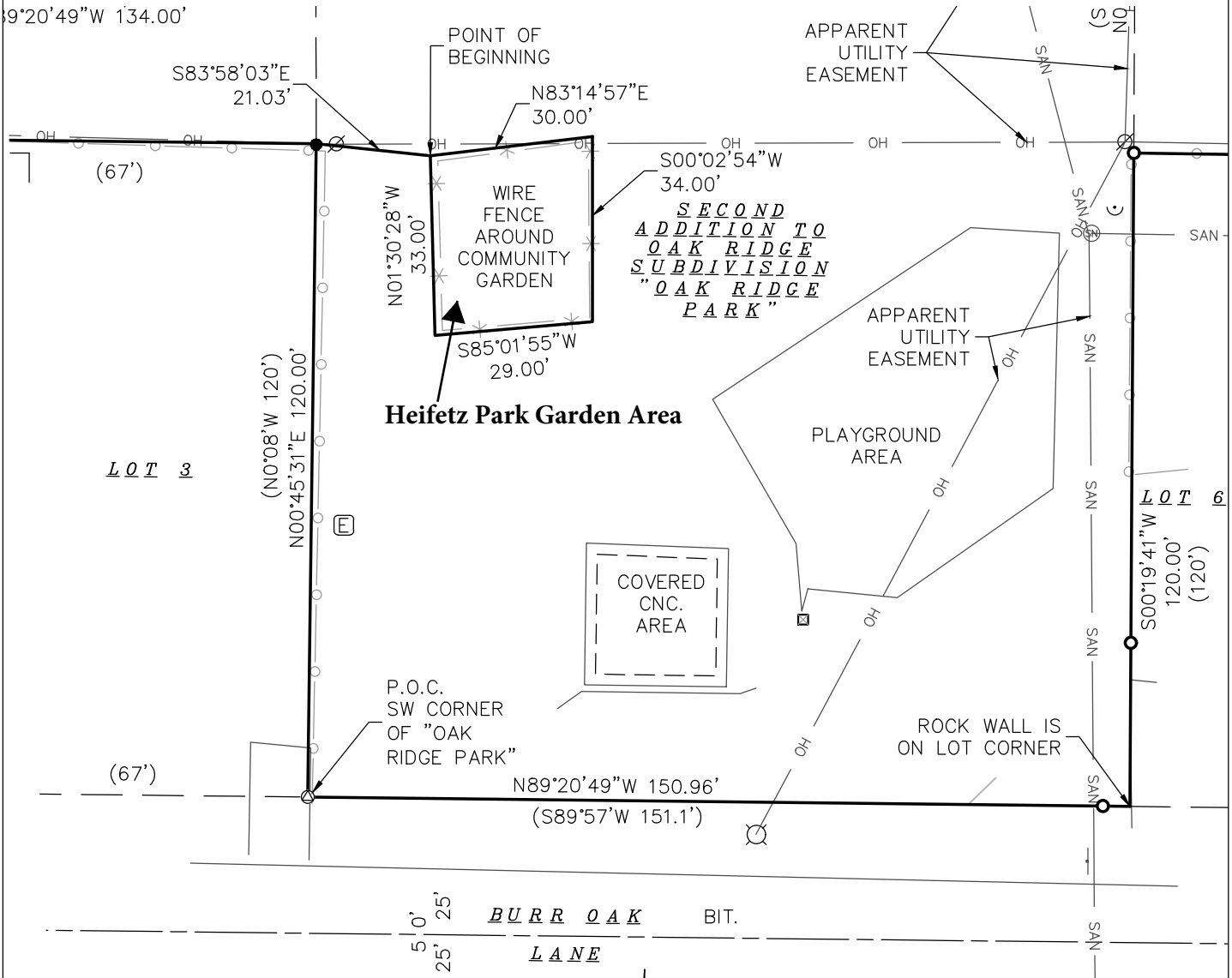
GRID NORTH
 BEARINGS ARE BASED UPON
 WISCONSIN COUNTY COORDINATE
 SYSTEM (DANE ZONE)

Site 17 - Heifetz Park Garden Area

PART OF UNNUMBERED OAK RIDGE PARK, SECOND ADDITION TO OAK RIDGE SUBDIVISION, AS RECORDED IN VOLUME 10 OF PLATS, ON PAGE 15, AS DOCUMENT NUMBER 641623, DANE COUNTY REGISTRY, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN



SCALE : ONE INCH = THIRTY FEET



Burse

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 www.bursesurveyengr.com

Date: February 27, 2023
 Plot View: COMMUNITY GARDEN

\BSE2691\dwg\Survey\BSE2691 Survey v2018.dwg



GRID NORTH

BEARINGS ARE BASED UPON
 WISCONSIN COUNTY COORDINATE
 SYSTEM (DANE ZONE)