

ATTACHMENT A

**FIRST AMENDMENT TO LEASE AND
SECOND NOTICE OF LEASE RENEWAL**

(This document pertains to a lease of less than 99 years and not a conveyance subject to Transfer
Return and fee per Sec. 77.21(1) Wis. Stats.)

This First Amendment to Lease and Second Notice of Lease Renewal ("First Amendment") is made as of this ____ day of _____, 2025, by and between the **City of Madison**, a Wisconsin municipal corporation ("City"), and **Mullins Family, LLC**, a Wisconsin limited liability company, and **Washington Gilman Limited Partnership**, a Wisconsin limited partnership (together, the "Lessee").

WITNESSETH:

WHEREAS, the City and Lessee (together, the "Parties") entered into that certain Lease dated December 12, 2019, and recorded December 17, 2019, as Document No. 5549576, as corrected by Affidavit of Correction dated January 23, 2020, and recorded January 27, 2020, as Document No. 5558604, and as renewed by First Notice of Lease Renewal dated June 18, 2024, and recorded June 18, 2024, as Document No. 5968786 (collectively, "Lease"), all within the office of the Dane County Register of Deeds; and

WHEREAS, the Lease pertains to the use and occupation of certain property owned by the City as depicted on attached Exhibit A and C, and more particularly described on attached Exhibit C ("Leased Premises"); and

WHEREAS, the Leased Premises are used by the Lessee for parking purposes, which use is ancillary to the Lessee's business operations located at 2 S. Baldwin Street, which is depicted on attached Exhibit A and legally described on attached Exhibit B ("Benefitting Property"); and

WHEREAS, the First Renewal Term, as defined in the Lease, expires on June 30, 2026, and the Lessee has exercised its last option to renew the Lease for another two (2)-year period, as provided in Paragraph 5 of the Lease, to run from July 1, 2026 through June 30, 2028; and

WHEREAS, the Lessee also desires an amendment to the Lease for additional renewal options to extend the Lease through June 30, 2037. The City's Engineering and Economic Development Division have approved of the extension, pursuant to a renegotiation of the annual rent; and

WHEREAS, the Parties desire to memorialize those certain amendments to the Lease detailed below, as well as the renewal of the Lease term, by the recording of this First Amendment.

NOW, THEREFORE, the Parties agree to renew and amend the Lease as follows:

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

Tax Parcel Nos.: 251-0709-131-0107-1
251-0709-131-0103-9
251-0710-072-2705-4

1. Renewal. Pursuant to Paragraph 5 of the Lease, Lessee hereby exercises its option to renew the Lease for the (2) two-year period commencing on July 1, 2026, and expiring on June 30, 2028 (“Second Renewal Term”).
2. Annual rent payable during the Second Renewal Term, as calculated under Section 4.b of the Lease, is as follows:

Lease Year	Date	Rent
7	7/1/2026 – 6/30/2027	\$7,140.67
8	7/1/2027 – 6/30/2028	\$7,354.89

3. First Amendment. Paragraph 5 of the Lease is hereby amended by adding the following paragraph:

“If, at the end of the Second Renewal Term of this Lease or at the end of any renewal term then in effect, the Lessee is not in default under the terms and conditions of this Lease, then the Lessee shall have three (3) successive options to extend this Lease for additional terms of three (3) years each, under the same terms and conditions detailed in this Lease. If the Lessee desires to renew this Lease, the Lessee must give notice in writing to the City a minimum of ninety (90) days prior to the expiration of the Second Renewal Term, or any renewal term then in effect, by providing notice as called for in Paragraph 26 of this Lease.

Annual rent payable during any renewal terms is as follows:

Lease Year	Date	Rent
9	7/1/2028 - 6/30/2029	\$10,361.69
10	7/1/2029 - 6/30/2030	\$10,672.54
11	7/1/2030 - 6/30/2031	\$10,992.72
12	7/1/2031 - 6/30/2032	\$11,322.50
13	7/1/2032 - 6/30/2033	\$11,662.18
14	7/1/2033 - 6/30/2034	\$12,012.04
15	7/1/2034 - 6/30/2035	\$12,372.40
16	7/1/2035 - 6/30/2036	\$12,743.58
17	7/1/2036 - 6/30/2037	\$13,125.88

„

4. Paragraph 20 of the Lease, pertaining to Termination of the Lease, is hereby amended to include the following Subparagraph 20.a.(7):

“(7) If the Benefitting Property becomes completely untenanted while this Lease is in effect, the Lessee shall notify the City of the beginning of such status within ten (10) days, as provided in Paragraph 26, as amended. If the Benefitting Property remains untenanted for a period of eighteen (18) months, this Lease shall immediately cease and terminate. In the event of termination under this Subparagraph, any rent that has been prepaid for the

period following the date of termination shall be prorated on a per diem basis and refunded to the Lessee.”

5. Paragraph 26 of the Lease is hereby deleted and replaced with the following:

“26. Notices. All notices to be given under the terms of this Lease shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below. Electronic mail may be sent to the email address provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Lease.

For the City: City of Madison
Economic Development Division
Office of Real Estate Services
Attn: Manager
215 Martin Luther King, Jr. Blvd., Suite 300
P. O. Box 2983
Madison, WI 53701-2983
Email: acmiller@cityofmadison.com and
ores@cityofmadison.com

For the Lessee: Washington Gilman Limited Partnership
Attn.: Brad Mullins
401 N. Carroll St.
Madison, WI 53703
Email: brad@mullinsgroup.com

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

6. Paragraph 33 of the Lease is hereby deleted and replaced with the following:

“33. 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.”

7. The following is hereby added to the Lease as Paragraph 34:

“34. 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.”

8. All other provisions of the Lease remain unchanged and in full force and effect.

Signatures begin on following page.

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

WASHINGTON GILMAN LIMITED PARTNERSHIP,
a Wisconsin limited partnership

By: Washington Gilman I, LLC
a Wisconsin limited liability company
its General Partner

By: _____
Bradley C. Mullins, Authorized Member

MULLINS FAMILY, LLC,
a Wisconsin limited liability company

By: _____
Bradley C. Mullins, Authorized Member

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2025, Bradley C. Mullins, known to me to be an Authorized Member of Washington Gilman I, LLC, the General Partner of Washington Gilman Limited Partnership, a Wisconsin limited partnership, and also known to me to be an Authorized Member of Mullins Family, LLC, a Wisconsin limited liability company, and who executed the above instrument, and acknowledged the same as the deed of said limited partnership and said limited liability company, by their authority.

Notary Public, State of Wisconsin

Print or Type Name
My commission expires: _____

CITY OF MADISON

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Lydia A. McComas, City Clerk

AUTHENTICATION

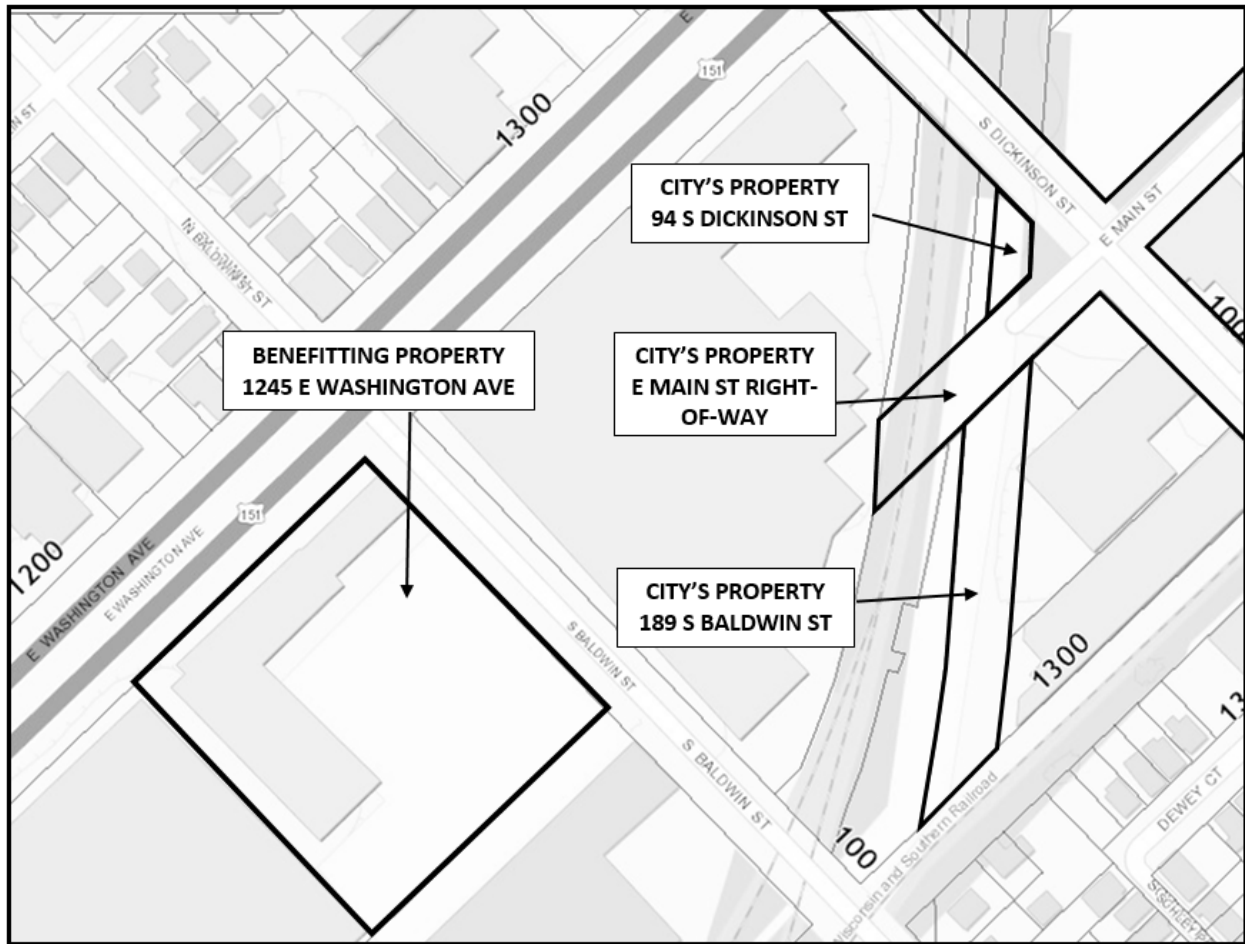
The signatures of Satya Rhodes-Conway, as Mayor, and Lydia A. McComas, as City Clerk, on behalf of the City of Madison, are authenticated on this ____ day of _____, 2025.

Doran Viste, Assistant City Attorney
Member of the Wisconsin Bar

Execution of this document is authorized by Resolution Enactment No. RES-19-00812, File ID No. 57995, adopted by the Common Council of the City of Madison on December 3, 2019, and by Resolution Enactment No. RES-25-_____, File ID No. _____, adopted by the Common Council of the City of Madison on _____, 2025.

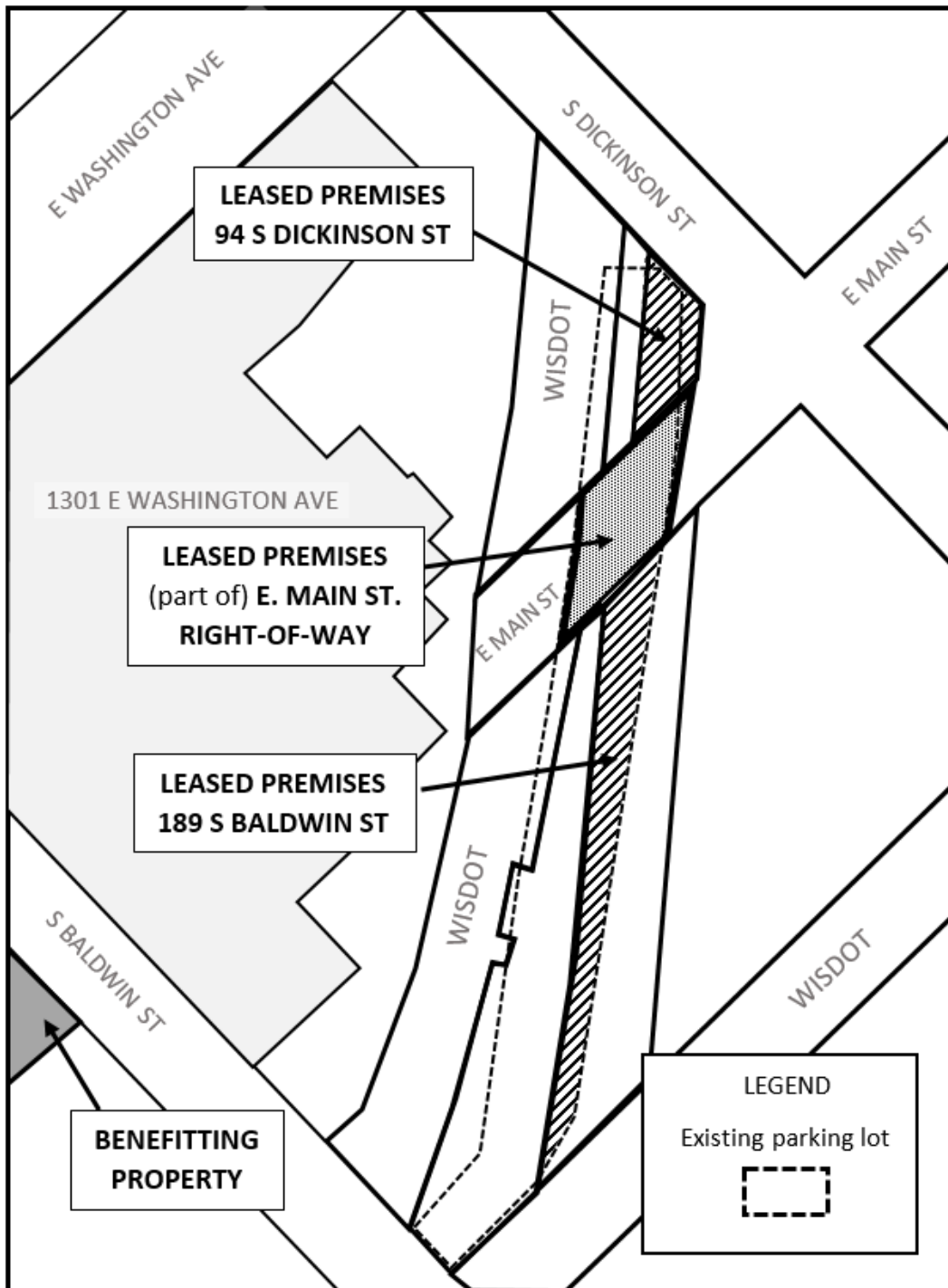
Drafted by the City of Madison Office of Real Estate Services. Real Estate Project No. 0839

Exhibit A
Benefitting Property and City's Property



(Exhibit A - page 1 of 2)

Exhibit A
Leased Premises



(Exhibit A - page 2 of 2)

Exhibit B

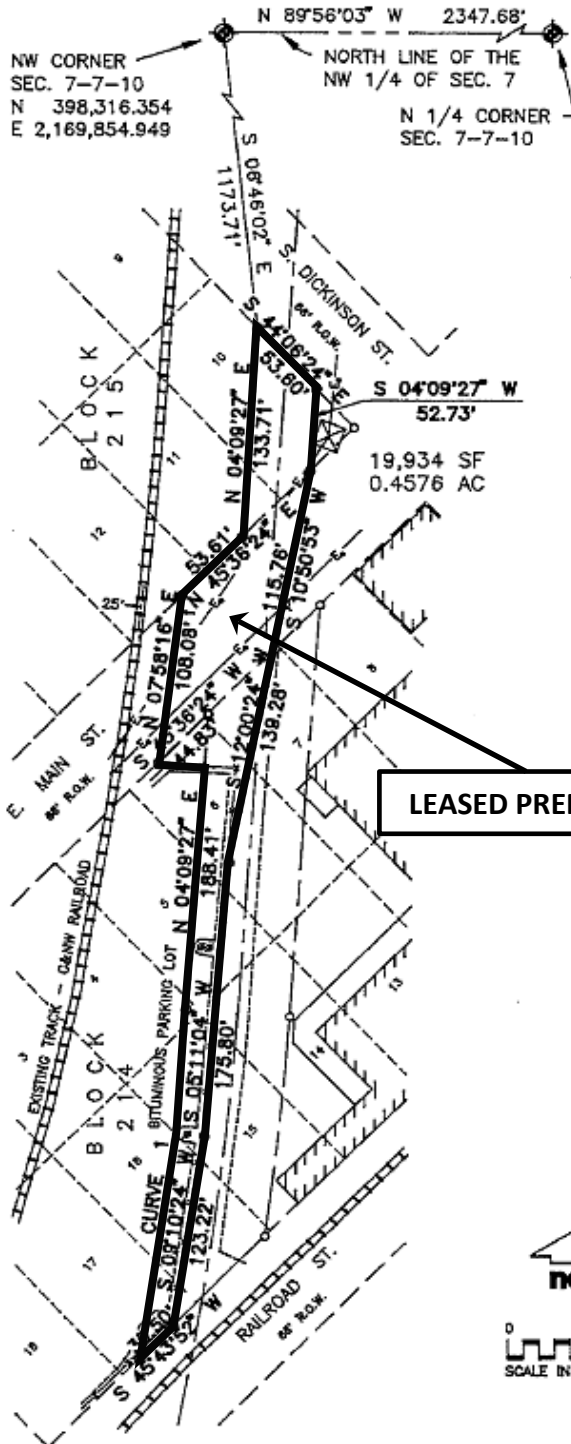
Legal Description of Benefitting Property

Lots 6, 7, 8, 9, 10, 11, 12, 13 and parts of Lots 5 and 14, Block 197 of the Original Plat of Madison and part of vacated Main Street all located in the NE 1/4 of the NE 1/4 of Section 13, T7N, R9E, City of Madison, Dane County, Wisconsin, to-wit:

Beginning at a found spike at the most northerly corner of said Block 197; thence S45°02'10"E, along the southwesterly edge of South Baldwin Street, 351.04 feet; thence S45°20'54"W, 330.16 feet; thence N45°01'50"W, 348.26 feet to a found iron stake; thence N44°51'57"E, along the southeasterly edge of East Washington Avenue, 330.12 feet to the point of beginning. Containing 115,432 square feet (2.650 acres).

PLAT OF SURVEY

PART OF EAST MAIN STREET AND LOTS 10 & 11 OF BLOCK 215 AND
 LOTS 4, 5, 6, 7, 14, 15, 16 & 17 OF BLOCK 214 OF FARWELL'S REPLAT
 CITY OF MADISON, DANE COUNTY, WISCONSIN
 MARQUIP LEASE PARCEL, CITY OF MADISON APPRAISAL PARCEL NOS. 16 & 17



LEGEND

- PROPERTY CORNER SET (3/4" DIA. X 30" REBAR WEIGHING 1.50 LBS/LN. FT., SET IN CONCRETE)
- ◆ SECTION CORNER MONUMENT FOUND, CONC. MONUMENT WITH BRASS CAP
- SECTION LINE
- RIGHT OF WAY LINE
- PROPERTY LINE
- - - - - LEASE LINE
- LOT LINE
- ORIGINAL CENTER LINE OF RAILROAD
- EDGE OF BITUMINOUS PAVEMENT
- ⊘ UTILITY POLE
- ⊠ STEEL ELECTRIC TRANSMISSION TOWER
- E— OVERHEAD ELECTRIC LINES
- X— CHAINLINK FENCE
- ▨ EXISTING BUILDING

NOTES

1. SURVEY PERFORMED BY WOODWARD-CLYDE CONSULTANTS ON JUNE 29 & 30, 1992, FIELD BOOK NOS. 129 & 130.
2. BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

CURVE DATA

CURVE 1

Δ = 06°55'12"
 R = 1877.08'
 L = 226.71'
 LC = 226.57'
 LCB = N07°37'03"E

LEASED PREMISES

REVISED

DATE: 9-17-93

Joseph A. Gruber

JOSEPH A. GRUBER, S-1934
 REGISTERED LAND SURVEYOR



**Woodward-Clyde
 Consultants**

Engineering & sciences applied to the earth & its environment

8383 Greenway Boulevard
 Middleton, WI 53562

SURVEYED FOR: CITY OF MADISON

DWG. NO. 92C6691-B13

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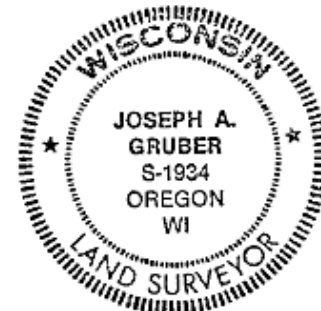


Exhibit C - Legal Description of Leased Premises

LEGAL DESCRIPTION
MARQUIP LEASE PARCEL
CITY OF MADISON APPRAISAL PARCEL NO. 16 & 17
92C6691
AUGUST 24, 1993

A parcel of land described as a part of East Main Street and Lots 10 and 11 of Block 215 and Lots 4, 5, 6, 7, 14, 15, 16 & 17 of Block 214 of Farwell's Replat, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at a concrete monument with a brass cap at the north 1/4 corner of Section 7, Town 7 North, Range 10 East, Dane County, Wisconsin;

Thence along the north line of the northwest 1/4 of said Section 7, N 89°56'03" W, 2,347.68 feet to a concrete monument with a brass cap at the northwest corner of said Section 7;

Thence S 06°46'02" E, 1,173.71 feet to a 3/4 inch diameter iron rebar in the southwesterly right-of-way line of South Dickinson Street, the point of beginning;

Thence along said southwesterly right-of-way line, S 44°06'24" E, 53.60 feet to a 3/4 inch diameter iron rebar;

Thence S 04°09'27" W, 52.73 feet to a 3/4 inch diameter iron rebar in the northwesterly right-of-way line of East Main Street;

Thence S 10°50'53" W, 115.76 feet to a 3/4 inch diameter iron rebar in the northwesterly right-of-way line of East Main Street;

Thence S 12°00'24" W, 139.28 feet to a 3/4 inch diameter iron rebar;

Thence S 05°11'04" W, 175.80 feet to a 3/4 inch diameter iron rebar;

Thence S 09°10'24" W, 123.22 feet to a 3/4 inch diameter iron rebar in the northwesterly right-of-way line of Railroad Street;

Thence along said northwesterly right-of-way line S 45°43'52" W, 30.50 feet to a 3/4 inch diameter iron rebar;

Thence 226.71 feet along the arc of a 1,877.08-foot radius curve to the left, with a central angle of 06°55'12", the long chord which bears N 07°37'03" E and is 226.57 feet in length to a 3/4 inch diameter iron rebar;

Thence N 04°09'27" E, 188.41 feet to a 3/4 inch diameter iron rebar in the southeasterly right-of-way line of East Main Street;

Thence along said southeasterly right-of-way line S 45°36'24" W, 44.83 feet to a 3/4 inch diameter iron rebar;

Thence N 07°58'16" E, 108.08 feet to a 3/4 inch diameter iron rebar in the northwesterly right-of-way line of East Main Street;

Thence along said northwesterly right-of-way line N 45°36'24" E, 53.61 feet to a 3/4 inch diameter iron rebar;

Thence N 04°09'27" E, 133.71 feet to the point of beginning.

Said parcel containing 19,934 square feet or 0.4576 acres.

SURVEYED FOR: CITY OF MADISON

Woodward-Clyde
Consultants

Engineering & sciences applied to the earth & its environment

8383 Greenway Boulevard
Middleton, WI 53562

REVISED
DATE: 9-17-93
Joseph A. Gruber
JOSEPH A. GRUBER, S-1934
REGISTERED LAND SURVEYOR



DWG. NO. 92C6691-B14
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