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Depot Use Agreement
March 6, 2003

The City of Stoughton owns the Stoughton Depot Building. The Stoughton Historical Society along with private donations provided the funds to restore the depot, which was completed in 1980.

The City of Stoughton shall be responsible for all maintenance and repairs of the building and land.

The Stoughton Historical Society, Stoughton Chamber of Commerce, and the general public will have use of the building. Any organization that uses the Depot building must leave it in its original condition.

No Historical Society items or displays shall be removed from the Depot building without a written consent from the Stoughton Historical Society Board members.

1. **Front Main Room** - The Front room will be shared by the Historical Society and the Chamber. It will be also be used as a visitor center and general meeting room. The Historical Society will retain enough area for four display cases, depot bench, ticket booth, pictures, and for special functions an area for special displays or exhibits. The Chamber will retain enough area for two desks, two tables, two display racks for visitor information, and pictures. The Chamber will also have use of additional area for displays and exhibits for special functions. The Stoughton Chamber will be responsible for daily upkeep.
2. **Ticket Office** - The Ticket Office will be used exclusively by the Chamber. The Chamber will be responsible for the daily upkeep.
3. **Hallway** - The Hallway will be used for a display area by the Historical Society and the Chamber. The Chamber will be responsible for the daily upkeep.
4. **Kitchen** - The Chamber will have exclusive use of the pantry area for storage. The Kitchen will be used by the Historical Society, the Chamber, and the general public. Whoever uses the Kitchen will leave it in the same condition, or better, as before their use of it. The Chamber will be responsible for the daily upkeep.
5. **Large Back Room** - The Historical Society will have exclusive use of the Back Room and will be responsible for the daily upkeep. This room will not be used for storage by any other organization. This room will be used for museum exhibits and displays only.
6. **Railroad Room** - The Railroad Room will be used by the Historical Society and the Chamber for a storage area divided 50/50. It will be kept in a neat and orderly fashion by both parties.
7. **Rear Storage Room** - The Rear Storage Room will be used by the Historical Society and the Chamber for a storage area divided 50/50. It will be kept in a neat and orderly fashion by both parties.

David Kalland Stoughton Historical Society	Edward J. Bieno Stoughton Chamber of Commerce

CITY OF STOUGHTON, 381 E. MAIN STREET, STOUGHTON, WISCONSIN

RESOLUTION OF THE COMMON COUNCIL

Approving an Amendment to and Reinstatement of Ground Lease and Bill of Sale Relating to the building and land located at 400 Mandt Parkway (Mandt Community Center).

Committee Action:	Finance meets February 13, 2018
Fiscal Impact:	None. Loan has been paid off.

File Number:	**R-19-2018**	**Date Introduced:**	February 13, 2018

WHEREAS, the City and MCCI entered into a Ground Lease dated September 29, 1993 (the "Original Lease"), wherein MCCI leased from the City certain property located within the City; and

WHEREAS, the City and MCCI subsequently suspended the Original Lease and entered into a new Lease Agreement dated March 11, 1998, that was subsequently amended and restated on February 13, 2008 (the "Amended and Restated Lease"); and

WHEREAS, upon expiration of the Amended and Restated Lease, the Amended and Restated Lease calls for the City to transfer title to the Leased Premises as defined therein to MCCI; and

WHEREAS, MCCI has instead requested the City transfer the facility (as defined in the Original Lease) and to reinstate the Original Lease.

NOW THEREFOR BE IT RESOLVED by the City of Stoughton Common Council that the Amendment to and Reinstatement of Ground Lease attached as Exhibit A and the Bill of Sale attached as Exhibit B are approved.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Donna Olson, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

3CL6927

CITY OF STOUGHTON
Mayor's Office
381 East Main Street, Stoughton, WI. 53589

January 29, 2018

Mandt Community Center, Inc.
Attn: Brian Kahl
P.O. Box 301
Stoughton, WI 53589

Re: Mandt Community Center Transition

Dear Mr. Kahl,

I write to address several questions relating to the building commonly known as the Mandt Community Center. As you know, the City of Stoughton leased this building to Mandt Community Center, Inc., pursuant to a February 13, 2008 lease. The 2008 lease will terminate on February 1, 2018. City staff is developing a bill of sale and lease that will convey the building and lease the land to Mandt Community Center, Inc., effective February 14, 2018. We anticipate the Common Council will approve the bill of sale and the lease at its meeting on February 13, 2018.

The City will maintain property damage insurance on the building from February 1 through February 14, 2018. I understand Mandt Community Center, Inc. will maintain property damage insurance on the building beginning February 14, 2018. I understand Mandt Community Center, Inc., maintains and will continue to maintain commercial general liability insurance with respect to operations at the Mandt Community Center.

I recognize there will be a two-week period during which Mandt Community Center, Inc. will not own or lease the Mandt Community Center building. It is my understanding that Mandt Community Center, Inc. will continue its regular operations at the building during this time. The Mayor's office and City administration have no objection to the continuation of those operations during this transition period.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Donna Olson

Donna L. Olson, Mayor
City of Stoughton
608-873-6677
dolson@ci.stoughton.wi.us

Cc: Troy Wiesser (by email at troy@cma@tds.net)
Matthew Dregne, City Attorney

AMENDED AND RESTATED LEASE AGREEMENT

between

CITY OF STOUGHTON, WISCONSIN

and

MANDT COMMUNITY CENTER, INC.

February 13, 2008

This **AMENDED AND RESTATED LEASE AGREEMENT** is made and entered into as of February 13, 2008 by and between the **City of Stoughton, Wisconsin** (the "City") and the **Mandt Community Center, Inc.** ("MCCI").

BACKGROUND

The City financed the acquisition of the real estate described in Exhibit A hereto (the "Property") through the issuance of its $870,000 General Obligation Promissory Notes , dated March 1, 1998 (MCCI) (the "Original Notes"), and in connection therewith leased the Property to MCCI. The City is now refinancing the Original Notes through the issuance of its $485,000 General Obligation Refunding Promissory Notes, Series 2008A (MCCI) (the "2008 Notes") and in connection therewith finds it necessary and desirable to amend and restate the lease of the Property. MCCI desires to continue to lease the Property and all fixtures thereto (collectively, the "Leased Property") from the City pursuant to this Amended and Restated Lease Agreement for use as a public recreational, meeting and exhibition facility; and

The execution, delivery and performance of this Amended and Restated Lease Agreement have been duly authorized by the City and MCCI and all conditions, acts and things necessary and required by the Constitution and Statutes of the State of Wisconsin to exist, to have happened, or to have been performed precedent to or in the execution and delivery of this Amended and Restated Lease Agreement, do exist, have happened and have been performed in regular form, time and manner.

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein reserved, mentioned and contained on the part of MCCI, its successors and assigns, to be paid, kept and performed, the City by these presents does hereby agree to lease, demise and let to MCCI, and MCCI does hereby consent to said leasing and hereby takes and hires, upon and subject to the conditions hereinafter expressed, the Leased Property.

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following terms shall have the following meanings in this Lease unless the text expressly or by necessary implication requires otherwise:

"City" means the City of Stoughton, Wisconsin.

"City Representative" means the Mayor or such other officer of the City as is appointed by the Common Council to act on behalf of the City under this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date of commencement of the Leasehold Term as provided in Section 3.1 hereof.

"Debt Service Fund" means the Debt Service Fund established by the City in connection with the issuance of the Notes.

"Fiscal Year" means the twelve month period ending on December 31 of each calendar year.

"Leased Property" means the Property and all fixtures thereto.

"Leasehold Term" means the term of this Agreement as provided in Section 3.1 hereof.

"MCCI" means Mandt Community Center, Inc., a Wisconsin nonstock nonprofit corporation and an organization described in Section 501(c)(3) of the Code.

"Notes" means the Original Notes, 2008 Notes and any promissory notes or other obligations issued by the City to refinance any indebtedness evidenced by the Original Notes or 2008 Notes.

"Operating Budget" means the annual budget prepared for the Leased Property by MCCI pursuant to Section 4.7 of this Lease Agreement.

"Original Notes" means General Obligation Promissory Notes (MCCI) dated March 1, 1998 issued by the City in the principal amount of $870,000 to provide financing for the Project.

"Owner" or "Owners" means, with respect to the Notes when in book-entry-only form, the beneficial owner or owners of the Notes.

"Project" means the acquisition of the Property by the City.

"Property" means the real estate described in Exhibit A hereto.

"Qualified Accountants" means (a) a firm of certified independent public accountants of the size and type commonly referred to as nationally known certified public accountants or (b) a firm of independent public accountants selected by MCCI and approved by the City.

"Quiet Enjoyment" means the right of MCCI to peaceably and quietly have, hold and enjoy the Leased Property and to use the Leased Property for the purposes intended or permitted by this Agreement.

"Rentals" means the rentals payable by MCCI pursuant to Section 3.2 hereof.

"Resolution" means the resolution authorizing the issuance of the 2008 Notes adopted by the City on January 22, 2008 and any similar resolution adopted by the City authorizing the issuance of any other Notes.

"2008 Notes" means General Obligation Refunding Promissory Notes, Series 2008A (MCCI) issued by the City in the principal amount of $485,000 to refinance the Original Notes.

Section 1.2 Use of Phrases. The following provisions shall be applied whenever appropriate herein:

"Herein", "Hereby", "hereunder", "hereof" and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion of this Lease in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and the plural and to cover all genders.

Unless otherwise provided, any determinations or reports hereunder which require the application of accounting concepts or principles shall be made in accordance with generally accepted accounting principles.

ARTICLE II

COSTS OF OPERATION AND MAINTENANCE; IMPROVING AND EQUIPPING OF THE PROPERTY

MCCI agrees that it will be solely responsible for all costs of operating, maintaining, administering and repairing the Leased Property, including but not limited to salaries, wages, costs of materials, supplies, utility and other services, insurance and audits.

MCCI agrees that it will make all contracts and do all things necessary to cause the Leased Property to be improved and equipped for use in its intended purpose. Title to the Leased Property and all fixtures thereto shall be held by the City, subject to this Lease.

MCCI further agrees to take any and all actions requested by the City which are necessary to cause the City to be in compliance with its obligations under the Resolution.

ARTICLE III

TERM AND RENTS

Section 3.1 Term. The term of the Lease pursuant to this Agreement commenced as of the date of issuance of the Original Notes. This Agreement shall expire on February 1, 2018, unless the parties shall sooner terminate this Agreement by mutual agreement; provided, however, that the end of said term shall not be advanced nor shall this Agreement expire or be terminated so long as the Notes shall be outstanding; provided, further, that when the City shall have fully paid (or provided for the payment of) all of the principal and interest on the Notes, this Agreement shall automatically terminate.

Section 3.2 Rentals. During the Leasehold Term MCCI agrees to pay to the City, without deduction or offset (except as described in this paragraph), rental payments ("Rentals") on the 1st day of each month commencing on April 1, 1998. The monthly rental

payment through February 1, 2008 shall be $6200 which is an amount that the parties have agreed is reflective of the debt service payable on the Notes to February 13, 2008. The monthly rental payment commencing on March 1, 2008 through February 1, 2018 shall be as set forth on Exhibit C attached hereto and incorporated herein by this reference. The schedule of principal and interest payments on the 2008 Notes is shown on Exhibit B attached hereto and incorporated herein by this reference. If the 2008 Notes are refinanced by the City prior to February 1, 2018, the monthly rental payment shall be a fixed amount determined by agreement of the parties that reflects the debt service requirements on the refinanced portion of the Notes. Delinquent rental payments shall bear interest at the rate borne by the Notes.

Section 3.3 Debt Service on Notes. The City covenants and agrees that the Rentals payable hereunder shall be used only to pay the principal of and interest on the Notes, as provided in the Resolution and that no Rentals shall be used to pay operating expenses of the City.

Section 3.4 Payment of Costs and Expenses. If MCCI defaults under any provisions of this Agreement and the City employs attorneys or incurs other expenses for the collection of payments due or for the enforcement of performance or observance of any other obligation or agreement on the part of MCCI herein contained, MCCI agrees that it will on demand therefor pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City.

Section 3.5 Repairs and Maintenance. MCCI covenants and agrees throughout the Leasehold Term to maintain the Leased Property and keep the same in as good order and condition as the same are in upon the effective date of this Agreement.

Section 3.6 Utilities. MCCI agrees to pay or cause to be paid all charges for gas, electricity, light, heat or power, telephone or other communication service, or any other service used, rendered or supplied upon or in connection with the Leased Property during the Leasehold Term and to protect the City and save it harmless against any liability or damages on such account. MCCI shall also procure any and all necessary permits, licenses or other authorizations thereafter required for the lawful and proper installation and maintenance upon the Leased Property of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such services to and upon the Leased Property.

Section 3.7 Prepayment. The City authorizes MCCI, in its stead, to call the Notes for redemption prior to maturity, in whole or in part, pursuant to the terms and conditions of the Resolution, provided that MCCI shall prepay its Rentals hereunder so that the Rentals suffice to pay the principal of, premium, if any, and interest on the Notes due at the time of redemption. MCCI agrees that it shall not make any prepayments of Rentals due under this Lease without calling for redemption the applicable Notes, without the consent of the City.

ARTICLE IV

COVENANTS OF MCCI

Section 4.1 Restriction on Use. MCCI covenants that the Leased Property shall be used for purposes of a public recreational, meeting and exhibition facility.

Section 4.2 Public Liability Insurance. MCCI shall maintain or cause to be maintained during the Leasehold Term general public liability insurance against all claims for personal injury, death or property damage for which any of the parties might be liable, occurring upon, in or about the Leased Property or any buildings, facilities, sidewalks, streets, parking areas and passageways, therein or thereon; such insurance to afford protection to the parties to the limit of not less than $1,000,000 per occurrence and $1,000,000 in aggregate per year in respect of personal injury and death and property damage, or such other limits as may be mutually agreed upon. The City shall be named as an additional insured with respect to such insurance

Section 4.3 Hazard Insurance. (a) The City shall cause any structures that are part of the Leased Property to be continually insured during the Leasehold Term against damage or destruction by fire, windstorm and any other loss or damage customarily insured in comparable structures in an amount equal to the replacement value of the property. MCCI shall be responsible for insuring its personal property on the Leased Property and for liability insurance coverage related to the Leased Property.

(b) In case of damage, loss or destruction of the Leased Property, or any part thereof, or any lost fixtures or equipment thereof during the Leasehold Term, the proceeds of any insurance which pertains to such premises, fixtures and equipment shall be used and applied by MCCI as promptly as possible to repair, restore, rebuild or replace the same as nearly as possible to the condition existing prior to such damage, loss or destruction.

(c) In consideration of the provisions of this Agreement giving and granting to MCCI exclusive possession, custody and control of the Leased Property, MCCI hereby assumes all risks during the Leasehold Term in connection with any damage, loss or destruction of the Leased Property, or any part thereof, or any fixtures or equipment thereof from any and all causes whatsoever, and, in the event of any such damage, loss or destruction, MCCI covenants and agrees to repair, restore, rebuild or replace the same as nearly as possible to the condition they were in immediately prior to such damage, loss or destruction either from the proceeds of insurance as hereinabove in this Section 4.3 provided, or, to the extent such proceeds of insurance are insufficient or unavailable therefor, from available appropriations of moneys derived from other sources.

Section 4.4 Compliance with Laws and Regulations. MCCI agrees that throughout the Leasehold Term it will promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and local governments and agencies and departments thereof which are applicable to MCCI and the Leased Property, and whether or not the same requires structural repairs or alterations, which may be applicable to the Leased Property, the fixtures or equipment thereof, or the sidewalks, curbs and parking areas adjoining the demised premises, or the use or manner of use of the Leased Property. MCCI will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force during the Leasehold Term of this Agreement with respect to the Leased Property and the fixtures and equipment thereof.

Section 4.5 Alterations and Additions to Leased Property. MCCI shall have the right at any time and from time to time during the Leasehold Term, without liability to the City, to make such changes, alterations and additions, structural or otherwise, to the Leased Property and any fixtures and equipment thereof, now or hereafter located on the Leased Property, as MCCI shall deem necessary or desirable in connection with the use of the Leased Property; provided, however, that any such change, alteration or addition shall have been approved by the City of Stoughton Planning Director, which approval shall not be unreasonably withheld. Approval by the City shall not be required for maintenance items such as painting and carpet replacement, but shall be required for alterations that require a building permit, state plan review, or exceed $5,000 in cost. When required, the City's issuance of a building permit shall constitute the City's approval pursuant to this Section. All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leased Property or the rental value thereof. The cost of any such change, alteration or addition shall be promptly paid and discharged so that the Leased Property shall at all times be free of liens for labor and materials supplied to the Leased Property, provided, however, that MCCI may in good faith contest any lien if adequate security is provided during the pendency of proceedings so that the Leased Property is not in danger of being lost through lien foreclosure or otherwise. All alterations, additions and improvements to the Leased Property shall be and become a part of the realty covering the Leased Property.

Section 4.6 Covenants Against Waste. MCCI covenants during the term of the Lease not to do or suffer or permit any waste or damage, disfigurement or injury to the Leased Property or any building or improvement now or hereafter on the Leased Property or the fixtures or equipment thereof.

Section 4.7 Financial Information and Reports. MCCI agrees

(a) to keep proper books of record and account in which full, true and correct entries will be made of all the MCCI's business and affairs in accordance with generally accepted accounting principles consistently applied,

(b) to have annual audits made by Qualified Accountants and certified by those Qualified Accountants and to furnish to the City as soon as available and in any event within 120 days after the end of each fiscal year its audit report prepared in accordance with generally accepted accounting principles containing those financial statements customarily prescribed for institutions of its type, including a balance sheet as at the end of that fiscal year,

(c) to deliver to the City, along with the financial report described in subsection (b), (i) a written statement of the Qualified Accountants who reported on those financial statements to the effect that either (A) nothing came to their attention in the course of their examinations and preparation of the financial statements of MCCI which caused them to believe that there is any Default or Event of Default by MCCI in the performance of any of the terms, provisions or conditions of this Lease Agreement or (B) if they obtained

knowledge of any Defaults or Events of Default, a written description of them and (ii) a statement signed by the president and the treasurer of MCCI stating that the signers have made a review of the activities of MCCI during the preceding fiscal year for the purpose of determining whether MCCI has complied with all of the terms, provisions and conditions of this Lease Agreement and that, to the best knowledge of the signers, either (A) the Borrower has kept and fulfilled each and every term, provision and condition of this Lease Agreement on its part to be performed and no Default or Event of Default has occurred or (B) if any Defaults or Events of Default occurred or exist, a written description of them,

(d) to deliver to the City as soon as available, and in any event within 30 days after the end of each month, (i) a balance sheet of MCCI at the end of the month and statements of income and surplus and cash flow of MCCI for the period beginning on the first day of the fiscal year and ending on the date of the financial statements, all in comparative form showing the corresponding figures for the same period of the prior Fiscal Year and prepared and certified by an authorized financial officer of MCCI and (ii) an information report setting forth variances from the Operating Budget and explanations thereof, which balance sheet, statements and report shall be reasonably satisfactory to the City in form, and

(e) to prepare an operating budget containing a month-by-month estimate of the revenues and expenses for the twelve-month period covered thereby, and deliver to the City no later than January 31st of each year, each Operating Budget and each amendment thereto.

Each Operating Budget shall be subject to review by the City, shall be consistent with the obligations of MCCI under this Lease and shall be otherwise reasonably satisfactory to the City in form. If the City shall have taken no action and raised no objection with respect to a proposed Operating Budget on or before the first day of the fiscal year to which it relates, the City will be deemed to have approved the form of that Operating Budget.

MCCI agrees that all pertinent financial books and records relating to MCCI's business, affairs and properties will at all times upon reasonable prior written notice during regular business hours be open to the inspection of an accountant or other agent (who may make copies of all or any part of them) as is from time to time designated and compensated by the City in order to enable the City to determine whether MCCI has complied with the covenants, terms and provisions of this Lease Agreement.

Section 4.8 Tax Covenant. MCCI and the City covenant for the benefit of the Owners of the Notes that they will not take any action or omit to take any action with respect to the Notes, the proceeds thereof, any other funds of MCCI and the City or any facilities financed with the proceeds of the Notes if such action or omission (i) would cause the interest on the Notes to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code and applicable Regulations, or (ii) would cause interest on the Notes to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2)

of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income, or (iii) would subject MCCI or the City to any penalties under Section 148 of the Code. The foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the Notes, until the date on which all obligations of MCCI and the City in fulfilling the above covenant under the Code have been met.

ARTICLE V

ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 5.1 Assignment and Subleasing by MCCI. This Lease may not be assigned by MCCI, and (except as provided in the following sentence) the Leased Property may not be subleased without the prior written consent of the City which consent may be withheld for any reason. The Leased Property may be subleased on a short-term basis for general public use in the ordinary course of MCCI's business without the necessity of obtaining the consent of the City.

ARTICLE VI

CONDITIONS OF LEASE

Section 6.1 Merger of Interest. So long as the Notes are outstanding, the leasehold interest and estate created by this Agreement shall not be merged or deemed to be merged with any reversionary interest and estate of MCCI in the Leased Property.

Section 6.2 Right to Inspect. MCCI covenants and agrees during the Leasehold Term to permit the City and the authorized agents and representatives of the City or the Owners of the Notes to enter the Leased Property at all times during usual business hours for the purpose of inspecting the same.

Section 6.3 Character of Lease. The Lease granted under this Agreement is an absolutely "net" lease and notwithstanding any language herein to the contrary, it is intended and MCCI agrees that all rentals and other payments herein required to be made by MCCI to the City shall be made without notice or demand and without set-off, counterclaim, abatement, suspension, deduction or defense, and shall be net payments to the City, meaning that the City is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring or protection of the Property or any part thereof, all such obligations being the responsibility of MCCI.

Section 6.4 Condition of Premises. MCCI, prior to the occupancy thereof, and at all times thereafter, shall fully familiarize itself with the physical condition of the Property and any improvements, fixtures and equipment thereof. The City makes no representations whatever in connection with the condition of the Property or the improvements, fixtures or equipment thereof, and the City shall not be liable for any latent or patent defects therein.

Section 6.5 Consent to Suit. MCCI hereby consents and agrees to the institution of any and all actions, including mandamus, against MCCI or any of its officers which may arise out of this Agreement and, to the extent permitted by law, MCCI waives resort prior to the bringing of any such action by the City, as lessor hereunder, or its assignees to any administrative claim procedure provided in the Wisconsin Statutes.

Section 6.6 Transfer of Title. Upon full and final payment of all Notes (or if all Notes shall, prior to maturity or redemption date thereof, have been discharged within the meaning of the Resolution) and of all amounts due under this Lease Agreement,

(a) this Lease Agreement shall terminate and neither MCCI nor the City nor any Owner of the Notes shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested; and

(b) title to the Leased Property shall, without any further payment, be transferred to MCCI, and the City shall execute any document of conveyance reasonably requested by MCCI to evidence such transfer.

Section 6.7 Enjoyment of Property. The City hereby covenants that MCCI shall during the Leasehold Term peaceably and quietly have and hold and enjoy the Property without suit, trouble or hindrance from the City, except as expressly required or permitted by this Lease. The City shall not interfere with the quiet use and enjoyment of the Property by MCCI during the Leasehold Term so long as no event of default shall have occurred under the Lease. The City shall, at the request of MCCI and at the cost of MCCI, join and cooperate fully in any legal action in which MCCI asserts its right to such possession and enjoyment. In addition, MCCI may at its own expense join in any legal action affecting its possession and enjoyment of the Property and shall be joined in any action affecting its liabilities hereunder.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Amendments. No modification, alteration or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

Section 7.2 Successors. Except as limited or conditioned by the express provisions hereof, the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 7.3 Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

Section 7.4 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 7.5 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

Section 7.6 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, postage prepaid, or by prepaid telegram addressed as follows:

If to the City:
City of Stoughton, Wisconsin
381 E. Main Street
Stoughton, Wisconsin 53589

If to MCCI:
Mandt Community Center, Inc.
Attn: Ron Christianson
P.O. Box 102
Stoughton, Wisconsin 53589

Any party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

Section 7.7 Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provisions or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

Section 7.8 No Waivers. Failure of the City or MCCI to exercise its rights in connection with any breach or violation of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by MCCI of any term, covenant or condition of this Agreement, other than the failure of MCCI to pay the particular rental so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent.

Section 7.9 Recording. Either party hereto may record this Lease Agreement, or a memorandum or short form hereof, executed by both of such parties, in the office of the Registrar of Deeds for Dane County, Wisconsin.

Section 7.10 No Personal Liability. Under no circumstances shall any officer, director, elected official or employee of MCCI or the City have any personal liability arising out of this Lease Agreement, nor shall any party seek or claim any such personal liability.

Section 7.11 Beneficiaries of Agreement. This Agreement has been entered into by MCCI and the City for the benefit of MCCI, the City and the Owners of the Notes, and is not revocable by MCCI or the City prior to the payment in full of the Notes. This Agreement shall be binding upon and inure to the benefit of MCCI and the City and shall constitute a third party beneficiary contract for the benefit of the Owners of the Notes. Nothing in this Lease Agreement expressed or implied is intended or shall be construed to give any person other than MCCI, the City and the Owners of the Notes, any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions or provisions therein or herein contained; all such covenants are for the sole and exclusive benefit of MCCI, the City and the Owners of the Notes.

IN WITNESS WHEREOF, the **City of Stoughton, Wisconsin**, has caused these presents to be executed by its Mayor and Clerk and its seal affixed, and **Mandt Community Center, Inc.** has caused these presents to be executed by its Chairperson and Secretary, all as of the day and year first hereinabove set forth.

CITY OF STOUGHTON, WISCONSIN

By Helen J. Johnson
Mayor

(SEAL)

And Luann Alme
Clerk

MANDT COMMUNITY CENTER, INC.

By Donald A Christiansen
President

Attest Robert Bassett Jr.
Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

On the 24th day of January, 2008, before me, a Notary Public in and for said County, personally appeared Helen Johnson and Luann Alme, the Mayor and Clerk, respectively, of the above-named City of Stoughton, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and known to me to be such Mayor and Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers; that they know the seal of said municipal corporation; that the seal affixed to said instrument is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of said municipal corporation by authority of its governing body pursuant to resolution passed and approved; and that said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of said municipal corporation by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Laura Sullivan
Name (Printed): Laura Sullivan
Notary Public
Dane County, Wisconsin
My Commission: 8-24-2008

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

On the 24th day of January, 2008, before me, a Notary Public in and for said County, personally appeared Ron Christensen and Bob Barrett, the President and ~~Secretary~~ Treasurer, respectively, of Mandt Community Center, Inc., a Wisconsin nonstock nonprofit corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers; that said instrument was signed by them as such officers of and on behalf of said Corporation by authority of its Board of Directors; and the said Corporation acknowledged the execution of said instrument to be the free and voluntary act and deed of said Corporation by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Laura Sullivan
Name (Printed): Laura Sullivan
Notary Public
Dane County, Wisconsin
My Commission: 8-24-2008

This document was drafted by:

Rebecca A. Speckhard, Esq.
Quarles & Brady LLP
411 E. Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Part of the Northwest 1/4 of the Southeast 1/4, together with a part of the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 5 North, Range 11 East, in the City of Stoughton, Dane County, Wisconsin.

Commencing at the East 1/4 corner of said Section 8; thence South 89 degrees 45'44" West, 1345.51 feet, along the East-West 1/4 line of said Section 8, to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section, and the Point of Beginning of this description; thence South 00 degrees 16'32" East, 167.20 feet, to the Southerly line of the lands described in Volume 448 of Deeds, page 268, and the Northerly line of Mandt Parkway; thence South 89 degrees 45'44" West, 370.29 feet, along said Southerly line, to the West line of the lands described in Volume 448 of Deeds, page 268; thence North 00 degrees 16'32" West, 167.20 feet, along said West line, to the East-West 1/4 line of said Section 8; thence North 00 degrees 16'32" West, 57.80 feet; thence North 89 degrees 45'44"East, 369.67 feet, to the East line of the Southwest 1/4 of the Northeast 1/4; thence South 00 degrees 48'03" East, 57.80 feet, along said East line to the East-West 1/4 line of said Section 8, and the Point of Beginning of this description.

EXHIBIT B

SCHEDULE OF DEBT SERVICE PAYMENTS ON THE NOTES

(See attached)

City of Stoughton, WI

$485,000 General Obligation Refunding Promissory Notes, Series 2008A
Dated February 13, 2008 | Winning Bidder - Bankers' Bank

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/13/2008	-	-	-	-	-
08/01/2008	-	-	7,385.00	7,385.00	-
12/01/2008	-	-	-	-	7,385.00
02/01/2009	40,000.00	3.000%	7,912.50	47,912.50	-
08/01/2009	-	-	7,312.50	7,312.50	-
12/01/2009	-	-	-	-	55,225.00
02/01/2010	40,000.00	3.000%	7,312.50	47,312.50	-
08/01/2010	-	-	6,712.50	6,712.50	-
12/01/2010	-	-	-	-	54,025.00
02/01/2011	45,000.00	3.000%	6,712.50	51,712.50	-
08/01/2011	-	-	6,037.50	6,037.50	-
12/01/2011	-	-	-	-	57,750.00
02/01/2012	45,000.00	3.200%	6,037.50	51,037.50	-
08/01/2012	-	-	5,317.50	5,317.50	-
12/01/2012	-	-	-	-	56,355.00
02/01/2013	45,000.00	3.200%	5,317.50	50,317.50	-
08/01/2013	-	-	4,597.50	4,597.50	-
12/01/2013	-	-	-	-	54,915.00
02/01/2014	50,000.00	3.200%	4,597.50	54,597.50	-
08/01/2014	-	-	3,797.50	3,797.50	-
12/01/2014	-	-	-	-	58,395.00
02/01/2015	50,000.00	3.400%	3,797.50	53,797.50	-
08/01/2015	-	-	2,947.50	2,947.50	-
12/01/2015	-	-	-	-	56,745.00
02/01/2016	55,000.00	3.400%	2,947.50	57,947.50	-
08/01/2016	-	-	2,012.50	2,012.50	-
12/01/2016	-	-	-	-	59,960.00
02/01/2017	55,000.00	3.500%	2,012.50	57,012.50	-
08/01/2017	-	-	1,050.00	1,050.00	-
12/01/2017	-	-	-	-	58,062.50
02/01/2018	60,000.00	3.500%	1,050.00	61,050.00	-
12/01/2018	-	-	-	-	61,050.00
Total	**$485,000.00**	**-**	**$94,867.50**	**$579,867.50**	**-**

Yield Statistics

Bond Year Dollars	$2,828.83
Average Life	5.833 Years
Average Coupon	3.3535910%
Net Interest Cost (NIC)	3.4264567%
True Interest Cost (TIC)	3.4305009%
Bond Yield for Arbitrage Purposes	3.3478129%
All Inclusive Cost (AIC)	4.0210519%

IRS Form 8038

Net Interest Cost	3.4264567%
Weighted Average Maturity	5.833 Years

EXHIBIT C

SCHEDULE OF RENTAL PAYMENTS

City of Stoughton, WI

Lease Payment Schedule

Dated February 13, 2008 | Final Sales Results

Debt Service Schedule

Date	Monthly Payments	Fiscal Total	Annual Debt Payment	Difference
03/01/2008	4,546.00			
04/01/2008	4,546.00			
05/01/2008	4,546.00			
06/01/2008	4,546.00			
07/01/2008	4,546.00			
08/01/2008	4,546.00			
09/01/2008	4,546.00			
10/01/2008	4,546.00			
11/01/2008	4,546.00			
12/01/2008	4,546.00			
01/01/2009	4,546.00			
02/01/2009	4,546.00	54,552.00	55,297.50	(745.50)
03/01/2009	4,490.00			
04/01/2009	4,490.00			
05/01/2009	4,490.00			
06/01/2009	4,490.00			
07/01/2009	4,490.00			
08/01/2009	4,490.00			
09/01/2009	4,490.00			
10/01/2009	4,490.00			
11/01/2009	4,490.00			
12/01/2009	4,490.00			
01/01/2010	4,490.00			
02/01/2010	4,490.00	53,880.00	54,625.00	(745.00)
03/01/2010	4,807.00			
04/01/2010	4,807.00			
05/01/2010	4,807.00			
06/01/2010	4,807.00			
07/01/2010	4,807.00			
08/01/2010	4,807.00			
09/01/2010	4,807.00			
10/01/2010	4,807.00			
11/01/2010	4,807.00			
12/01/2010	4,807.00			
01/01/2011	4,807.00			
02/01/2011	4,807.00	57,684.00	58,425.00	(741.00)
03/01/2011	4,694.00			
04/01/2011	4,694.00			
05/01/2011	4,694.00			
06/01/2011	4,694.00			
07/01/2011	4,694.00			

City of Stoughton, WI

Lease Payment Schedule
Dated February 13, 2008 | Final Sales Results

Debt Service Schedule

Date	Principal	Fiscal Total	Annual Debt Payment	Difference
08/01/2011	4,694.00			
09/01/2011	4,694.00			
10/01/2011	4,694.00			
11/01/2011	4,694.00			
12/01/2011	4,694.00			
01/01/2012	4,694.00			
02/01/2012	4,694.00	56,328.00	57,075.00	(747.00)
03/01/2012	4,574.00			
04/01/2012	4,574.00			
05/01/2012	4,574.00			
06/01/2012	4,574.00			
07/01/2012	4,574.00			
08/01/2012	4,574.00			
09/01/2012	4,574.00			
10/01/2012	4,574.00			
11/01/2012	4,574.00			
12/01/2012	4,574.00			
01/01/2013	4,574.00			
02/01/2013	4,574.00	54,888.00	55,635.00	(747.00)
03/01/2013	4,871.00			
04/01/2013	4,871.00			
05/01/2013	4,871.00			
06/01/2013	4,871.00			
07/01/2013	4,871.00			
08/01/2013	4,871.00			
09/01/2013	4,871.00			
10/01/2013	4,871.00			
11/01/2013	4,871.00			
12/01/2013	4,871.00			
01/01/2014	4,871.00			
02/01/2014	4,871.00	58,452.00	59,195.00	(743.00)
03/01/2014	4,738.00			
04/01/2014	4,738.00			
05/01/2014	4,738.00			
06/01/2014	4,738.00			
07/01/2014	4,738.00			
08/01/2014	4,738.00			
09/01/2014	4,738.00			
10/01/2014	4,738.00			
11/01/2014	4,738.00			
12/01/2014	4,738.00			

EHLERS
LEADERS IN PUBLIC FINANCE

City of Stoughton, WI

Lease Payment Schedule

Dated February 13, 2008 | Final Sales Results

Debt Service Schedule

Date	Principal	Fiscal Total	Annual Debt Payment	Difference
01/01/2015	4,738.00			
02/01/2015	4,738.00	56,856.00	57,595.00	(739.00)
03/01/2015	5,013.00	-		
04/01/2015	5,013.00	-		
05/01/2015	5,013.00	-		
06/01/2015	5,013.00	-		
07/01/2015	5,013.00	-		
08/01/2015	5,013.00	-		
09/01/2015	5,013.00	-		
10/01/2015	5,013.00	-		
11/01/2015	5,013.00	-		
12/01/2015	5,013.00	-		
01/01/2016	5,013.00	-		
02/01/2016	5,013.00	60,156.00	60,895.00	(739.00)
03/01/2016	4,857.00			
04/01/2016	4,857.00			
05/01/2016	4,857.00			
06/01/2016	4,857.00			
07/01/2016	4,857.00			
08/01/2016	4,857.00			
09/01/2016	4,857.00			
10/01/2016	4,857.00			
11/01/2016	4,857.00			
12/01/2016	4,857.00			
01/01/2017	4,857.00			
02/01/2017	4,857.00	58,284.00	59,025.00	(741.00)
03/01/2017	5,113.00			
04/01/2017	5,113.00			
05/01/2017	5,113.00			
06/01/2017	5,113.00			
07/01/2017	5,113.00			
08/01/2017	5,113.00			
09/01/2017	5,113.00			
10/01/2017	5,113.00			
11/01/2017	5,113.00			
12/01/2017	5,113.00			
01/01/2018	5,113.00			
02/01/2018	5,113.00	61,356.00	62,100.00	(744.00)
Total	**$572,436.00**	**$572,436.00**	**$579,867.50**	**(7,431.50)**

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the CITY OF STOUGHTON, a Wisconsin municipal corporation (the "City"), and THE STOUGHTON FAIR ASSOCIATION, INC., a Wisconsin non-stock corporation (the "Fair").

WITNESSETH

A. The Fair is a non-profit organization that creates agricultural and horticultural educational exhibitions, and entertainment.

B. Since 1925, the Fair has held an annual festival at Mandt Park in the City of Stoughton. The City is currently leasing to the Fair portions of Mandt Park pursuant to that certain Lease Agreement between the City and the Stoughton Junior Fair Association (now known as The Stoughton Fair Association, Inc.) dated October 8, 2008 (the "Lease")

C. Mandt Park is owned by the City of Stoughton.

D. The Fair has paid for and maintained certain buildings located in Mandt Park.

E. The Annual Fair is beneficial to the City and its residents. The City wishes to encourage the Fair's use of Mandt Park as provided in this Agreement.

F. The City and the Fair wish to amend and restate their agreement as provided herein.

THEREFORE, the City and the Fair agree to use of the Premises on the following terms and conditions:

1. Definitions. The following definitions shall apply to the terms used in this Agreement:

(a) Premises. The term "Premises" means the unplatted parcel of land lying in the City of Stoughton, Dane County, Wisconsin, and generally known as Mandt Park as more particularly depicted by the map attached hereto as Exhibit A. The locations of the following features are as shown on Exhibit A: Grandstand, Road Side Diamond, Troll Beach, the Skate Park, Wastewater Treatment Facility, City Band Shell Site, Pickelball Court, Fourth St. Lot, Pavilion, Playground, and Mandt Community Center.

(b) Buildings. The term "Buildings" means the following buildings located on the Premises:

Building	Dimensions
Dairy Barn	202x42
Beef Barn	202x42
Poultry/Rabbit	100x60
Storage Shed	18x34
Display Building	32x112
Show Arena	100x165
Swine Barn	50x100
Bathroom/Storage	25x25
Wash Rack	

(c) Annual Fair. The term "Annual Fair" shall mean a two (2) week period that includes the dates selected by the Fair for its annual festival in Mandt Park as scheduled annually by the Fair. The Fair shall have the discretion to select the dates of its festival, and the Parties shall agree as to which additional days comprise the two week Annual Fair.

2. Scope of Use.

(a) Except as otherwise provided, during the Annual Fair, the Premises may be used by the Fair for conducting and operating a festival of the same scope and character as past festivals conducted by the Fair. Except as provided herein, during the Annual Fair, the Fair shall have complete, absolute, and exclusive control and use of the Premises. Operation of the Annual Fair shall, at all times, be in compliance with the statutes, ordinances, rules and regulations of all applicable jurisdictions. The Fair is responsible for obtaining any necessary licenses and permits.

(b) During the Annual Fair, no event, performance, game, business enterprise, or other attraction which might conflict or interfere with activities or profitable operation of the festival engagement will be permitted to be operated at the Buildings, Roadside Diamond and Grandstand; provided, however, the Fair's right to exclusive use of the Roadside Diamond shall be for ten (10) days following the start of the Annual Fair. The Fair acknowledges that the Wastewater Treatment Facility, School Bus Parking Lot, Electric Transport Distribution Lines, Mandt Community Center, Troll Beach, the Skate Park, Pavilion, the Pickelball Court and, except as agreed by the Parties, any future building constructed by the City within the Premises are not under the Fair's control even during the Annual Fair. Although the Pickelball Court will not be under the Fair's control during the Annual Fair, the City agrees that it will be closed to the public for ten (10) days following the start of the Annual Fair. During the Annual Fair, the Fair may use the Troll Beach Parking lot between the hours of 5:00 p.m. and the close of the festival each evening.

(c) By April 1 of each year of this Agreement, the Fair shall provide the City a list of tentatively scheduled events and activities for the Annual Fair.

(d) Except as otherwise provided in this Agreement, the City shall have control over the Premises during times outside of the Annual Fair. The Fair's control of the Buildings and Grandstand shall be as provided in Sections 6 and 7, below. Outside of the Annual Fair, use of the Premises shall be scheduled by the City Recreation Director.

3. Term. This Agreement shall commence _____, 2018 and the initial Term shall extend for five (5) years. This Agreement shall automatically renew at the end of each term for up to four (4) additional terms of five (5) years unless either Party gives the other written notice of termination at least six (6) months prior to the end of the then current term. If this Agreement continues through four (4) additional five (5) year terms, then following the expiration of the final term, the the City and the Fair agree to use good faith efforts to negotiate a new agreement. If, except for a reason beyond the control of the Fair which prevents the Fair from holding a festival in any single year, the Fair no longer holds a festival on the Premises, each Party has the option to terminate this Agreement prior to the end of the term, subject to Section 4 below.

4. Termination.

(a) If the Fair provides notice that it wishes to terminate the Lease at the end of a Term as provided in Section 3 above, the Fair shall have up to one (1) year following the expiration of the Term to arrange for the dismantling and removal of the Buildings from the Premises at the Fair's sole cost and expense. If the Fair does not wish to relocate any one or more of the Buildings, it shall provide the City the option to retain such Building on site. If the City chooses not to exercise this option, the Fair shall remove the Building.

(b) If the City provides notice that it wishes to terminate the Lease at the end of a Term as provided in Section 3 above, the City shall pay the Fair for the Buildings at the appraised value and the one-half the value of the Grandstand at its appraised value. If the Parties cannot agree on an appraiser to value the Buildings, each Party shall choose an appraiser and those chosen appraisers shall select a third licensed appraiser who will value the Buildings for purposes of this paragraph.

(c) If this Agreement is terminated because the Fair does not hold a festival on the Premises during a calendar year, or because of the Fair's breach of this Agreement, the Fair shall have up to one (1) year to arrange for the dismantling and removal of the Buildings from the Premises at the Fair's sole cost and expense. If the Fair does not wish to relocate any one or more of the Buildings, it shall provide the City the option to retain such Building on site. If the City chooses not to exercise this option, the Fair shall remove the Building.

5. Payment. As consideration for the rights arising out of this Agreement, the Fair shall pay the City the sum of One Dollar ($1.00) on the first business day of June of each year during the term of this Agreement.

6. Buildings.

(a) The Buildings located on the Premises have been erected, paid for, and maintained by the Fair and are under the Fair's control. The City hereby leases the real property on the Premises under the Buildings to the Fair for the term of this Agreement.

(b) The Fair is responsible for making repairs, alterations, and otherwise providing for the upkeep of the Buildings during the term of this Agreement in compliance with all applicable laws. Any alterations or remodeling of a Building costing in excess of $5,000 shall

be in accordance with plans prepared by the Fair and approved by the City. The City's approval shall not be unreasonably withheld.

(c) The Fair shall have the authority to sublease the Buildings to third parties; provided, however, that no sublease or agreement may extend beyond the term of this Agreement. The Fair shall notify the City of any non-storage sublease. The Fair is responsible for any and all costs, fees, or damages arising out of the use of a Building for storage or otherwise by the Fair or tenant, licensee, or invitee of the Fair. The Fair hereby releases the City and agrees to indemnify the City from any and all liability incurred due to use of the Building.

7. Grandstand. The City and the Fair may use the Grandstand at times other than the Annual Fair. Rental of the grandstand shall be coordinated by the City and the Fair.

8. Utilities. The Fair shall pay for all utility services, including heat, gas, electricity, telephone, water and sewer services, if any, for the Buildings, and as necessary to operate the Annual Fair. Utility services provided to any separate structures operated exclusively by the City under the provisions of this Agreement shall be separately metered and paid for by the City.

9. Annual Fair Cleaning. The Fair shall be responsible for dismantling the festival, cleaning the Premises of all litter and debris, and repairing any damage created as a result of the Annual Fair. The Fair agrees to dispose of any animal waste or waste generated by any animal washing station off-site.

(a) The City's park maintenance staff will perform a pre-inspection of the Premises and document any damage that is evident no more than two (2) days prior to Annual Fair. The Fair will be notified of the inspection date and time and may attend. Any damage that is identified during the pre-inspection will be documented and a copy of such documentation sent to the Fair.

(b) The Roadside Diamond will be made playable by the Friday immediately following the festival. The remaining Premises shall be restored within fourteen (14) days after the last day of the Annual Fair. The City's Parks Maintenance Supervisor will notify the Fair of the post Annual Fair inspection date and time which they may attend. The Fair shall have five (5) days following this inspection to prepare and send the City a plan of corrective action.

(c) In the event that the Premises are not restored as required by this Section the City may clean and/or repair the Premises. All resulting labor, equipment and material costs will be invoiced to the Fair.

(d) During the Annual Fair, the Fair agrees to provide containment for temporary storage of all straw, manure, and animal bedding in or in close proximity to the Buildings housing animals prior to off-site removal.

(e) The Fair will be responsible for restoring and maintaining turf up until germination. Upon reasonable request from the City, the Fair shall remove barricades and chain link fence and reseed around those areas.

10. Insurance.

(a) The Fair shall be responsible for obtaining and maintaining appropriate property insurance on the Buildings.

(b) The Fair agrees to act reasonably so as to not unreasonably increase the City's rates of insurance covering the Premises.

(c) The Fair shall also obtain special liability coverage, which is primary and noncontributing, during the Annual Fair. The City shall be named as an additional insured.

11. Indemnification.

(a) The City shall not be responsible for any damage which results from the use of the Premises by the Fair. The Fair agrees to hold harmless and indemnify the City from any and all liability, claims, and damages which may result from this Agreement or the Fair's use of the Premises.

(b) The Fair shall not be responsible for any damage which results from the use of the Premises by the City. The City agrees to hold harmless and indemnify the Fair from any and all liability, claims, and damages which may result from the City's use of the Premises.

12. Casualty Loss. In the event of casualty loss to the Premises, any insurance proceeds shall be used for the restoration of the Premises. The restoration of the Buildings shall be mutually agreed upon by the City and the Fair. The Fair shall be solely responsible for the deductible or uninsured portion of all losses to the Buildings.

13. Default. In the event the Fair defaults in the performance of any of the covenants of this Agreement and fails to correct the default within twenty (20) days after notice by the City, or if the Fair files a voluntary petition in bankruptcy, the City has the option to terminate this Agreement on ten (10) days' notice in writing by registered mail addressed to the Fair.

14. Dispute Resolution. In the event a dispute arises between the Parties hereto which cannot be resolved by mutual agreement, the Parties agree to enter into voluntary mediation of the dispute. Upon the written request of either Party to mediate a disagreement which may arise between the Parties, the Parties within ten (10) days of the giving of the written request shall mutually select an individual mediator. The Parties shall share the mediator's cost. In the event mediation does not resolve the dispute, each Party reserves the right to pursue any available legal remedies.

15. This Agreement shall supersede any previous leases and agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF STOUGHTON

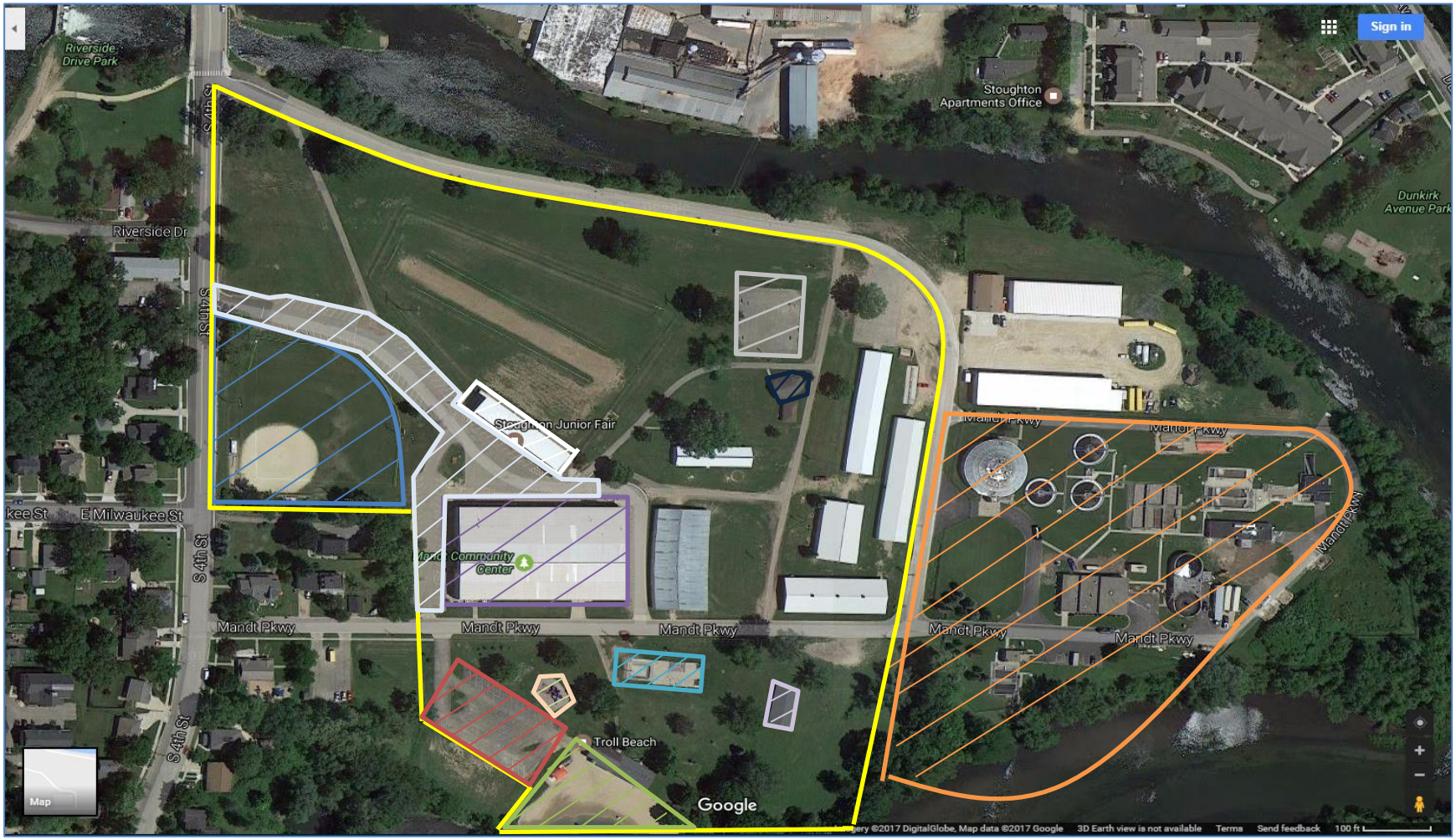
By:_____
Name:_____
Title:_____

THE STOUGHTON FAIR ASSOCIATION, INC.

By:_____
Name:_____
Title:_____

EXHIBIT A

DESCRIPTION OF PREMISES



- Premises Boundaries
- Roadside Diamond
- Troll Beach
- Skate Park
- Wastewater Treatment Facility
- Troll Beach Parking Lot
- Mandt Community Center
- Grand Stand
- City Band Shell Site
- Pickleball Court
- Fourth St. Lot
- Playground
- Pavilion

CITY OF STOUGHTON, 381 E. MAIN STREET, STOUGHTON, WISCONSIN

RESOLUTION OF THE COMMON COUNCIL

Authorizing and Directing the proper City Official(s) to enter into the First Renewal Period for the Agreement for a Leaseback Addendum to Amendment and Extension of Real Estate Lease

Committee Action:	Finance Committee meets February 13, 2018
Fiscal Impact:	Annual lease of $127,751 (2018); $130,945 (2019); $134,873 (2020); TBD (2021-2023)

File Number:	R-20-2018	**Date Introduced:**	February 13, 2018

WHEREAS, an agreement was made by and between the City of Stoughton (City) and Stoughton Electric Utility (Utility), as a further amendment to the parties' Real Estate Lease, which was effective January 1, 1995; and

WHEREAS, the Leaseback Addendum to Amendment and Extension of Real Estate Lease Agreement between the City of Stoughton and Stoughton Electric Utility commenced March 1, 1998 and expires on February 28, 2018; and

WHEREAS, the City of Stoughton has the right to renew the term of the Lease for two (2) consecutive periods of five (5) years each; and

WHEREAS, at least three (3) months prior to the expiration of the Initial Term of the Leaseback, or the first Renewal Period, the City shall notify the Utility as provided in the Leaseback Agreement of its election to exercise its option to renew the term of the Leaseback for the first or second Renewal period; and

WHEREAS, the Renewal Period shall be broken down into one three-year subterm effective March 1, 2018 through February 28, 2021 and one two-year subterm effective March 1, 2021 through February 28, 2023; and

WHEREAS, the Base Rent shall be adjusted for each subterm using the same methodology as is used in the City of Stoughton – Stoughton Electric Utility Real Estate Lease (using the CPI-U for the Madison area for the prior three years or three percent per year, whichever method results in a larger rate increase), so the Base Rent adjustment under the Leaseback Agreement and the Utility's rent adjustment under the Lease shall be the same at all times and subterms; and

WHEREAS, the CPI-U for 2015 - 0.12%, for 2016 – 1.26%, and for 2017 – 2.13% whereby the three (3%) percent per year increase will be utilized for the Base Rent adjustment under the Leaseback Agreement and the Utility's rent adjustment under the Lease for the subterm effective March 1, 2018 through February 28, 2021. The Base Rent shall be recalculated in a similar

manner for the subterm effective March 1, 2021 through February 28, 2023 and communicated to the Utility prior to March 1, 2021.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Stoughton authorizes and directs the proper city official(s) to enter into the First Renewal Period for the Agreement for a Leaseback Addendum to Amendment and Extension of Real Estate Lease for a period of five (5) years effective March 1, 2018.

Council Action: ☑ **Adopted** ☐ **Failed** **Vote** 11-0

Mayoral Action: ☑ **Accept** ☐ **Veto**

Donna Olson 2-13-18

Donna Olson, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

First Renewal Period as outlined in R-20-2018 Accepted by Stoughton Electric Utility.

Robert P. Kardasz — MARCH 2, 2018

Robert Kardasz — Date

LEASEBACK ADDENDUM TO
AMENDMENT AND
EXTENSION OF REAL ESTATE LEASE

Agreement made by and between the City of Stoughton ("the City"), and Stoughton Electric Utility ("the Utility"), as a further amendment to the parties' Real Estate Lease, which was effective January 1, 1995, and as an addendum to the parties' Amendment and Extension of Real Estate Lease, as follows:

WHEREAS, The City is the owner of that certain real estate commonly known as the "Stoughton Municipal Utility Building", located at 600 South Fourth Street, Stoughton, Wisconsin 53589 ("the Utility Building").

WHEREAS, The Utility is the Lessee of the entirety of the Utility Building under the parties' Real Estate Lease ("the Lease"), effective January 1, 1995. By agreement of the parties, the Utility has entered into several subleases of portions of the Utility Building to Uniroyal Engineered Products and Stoughton Area School District.

WHEREAS, The City desires to lease from the Utility certain space in the Utility Building described herein; the City has made certain improvements to the space to be rented by the City from the Utility; and the City and the Utility desire to enter into this Leaseback Addendum to Amendment and Extension of Real Estate Lease or "Leaseback Agreement" for the purpose of memorializing the terms and conditions of their agreement.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Utility hereby leases to the City, and the City hereby leases from the Utility, the portion of the Utility Building described in Section 2 below, for a period, at the rental and upon the terms and conditions hereinafter specifically set forth:

1. TRIPLE NET LEASE. This Leaseback is a triple net lease. For purposes of this Leaseback, the term "triple net lease" means the City shall pay the base rent (as defined in Section 5) and all of the expenses related to the Leaseback Premises (as defined in Section 2) including, but not limited to, all taxes (if any), utilities, and contents insurance, and the City shall be responsible for its proportionate share of the maintenance and other operating expenses of the Leaseback Premises, either through the Base Rent (See, 5.A.) or through direct payment by the City for maintenance and services. The City has paid for the construction costs of the leasehold improvements in the Leaseback Premises (defined in Section 3).

2. DESCRIPTION OF LEASEBACK PREMISES. The portion of the Utility Building which is hereby leased to the City shall hereinafter be referred to as the "Leaseback Premises". The precise location of the Leaseback Premises is set forth on Exhibit A which is attached hereto and made a part hereof. The Leaseback Premises shall consist of an area within the Utility Building, in the northeast quadrant, of approximately 11,625 square feet. The City shall also have the right to use of the adjacent parking lot ("parking spaces").

3. PRE-LEASEBACK IMPROVEMENTS. The City and the Utility acknowledge that the City has undertaken and completed a build-out of the Leaseback Premises ("the Leaseback Improvements"). Certain improvements have been undertaken and completed by the Utility since the City's purchase of the property and the parties' entry into the Lease, effective and prior to construction of the Leaseback Improvements ("Pre-Leaseback Improvements"). Additional improvements were necessary to the Leaseback Premises for the City's occupancy and use of the Leaseback Premises ("the Leaseback Improvements").

A. ACCOUNTING FOR PRE-LEASEBACK IMPROVEMENTS. The Utility has accounted to the City for Pre-Leaseback Improvements in and affecting the Leaseback Premises, and the City and the Utility have worked out terms and conditions of the City's payment to the Utility for such Pre-Leaseback Improvements.

The City shall pay for Pre-Leaseback Improvements within the Leaseback Premises during the term of this Leaseback Agreement. The cost of the Pre-Leaseback Improvements shall be paid by the City to the Utility by amortizing a proportionate share of the Pre-Leaseback Improvements cost over the term of the Leaseback Agreement. This Pre-Leaseback Improvements payment shall be converted to a per square foot amount, which shall be added to the base rent. The Pre-Leaseback Improvements cost shall be fully paid during the 20 year extension term, at the end of which time the monthly Pre-Leaseback Improvements cost amount shall be terminated. The City may, at anytime, at its sole option, pay the Utility the remaining balance due for Pre-Leaseback Improvements. This would satisfy in full and extinguish this element of monthly rent (under Section. 5.C., below).

B. LEASEBACK IMPROVEMENTS. The City's Leaseback Improvements consist generally of partitions, flooring, carpeting, plumbing, doors, windows, HVAC equipment, electrical equipment and facilities, and all related improvements which the City may require for the Leaseback Premises. Exhibit A includes a layout of the Leaseback Premises showing the general configuration of the Leaseback Improvements which have been agreed to by the City and the Utility.

C. CONSTRUCTION AND FINANCING COSTS. It is anticipated that the City will obtain a loan from a financial institution to finance the Leaseback Improvements and will pay the entire project cost, including architectural services, fixtures and furnishings costs, and other related items. The City will also be responsible for all financing costs related to its costs for the project.

4. TERM.

A. LEASEBACK TERM. The initial term of the Leaseback term shall be twenty (20) years (the "Initial Term") commencing on March 1, 1998, and expiring February 28, 2018.

B. THE CITY'S RIGHT TO RENEW. The City shall have the right, to be exercised as hereinafter provided, to renew the term of this Lease for two (2) consecutive periods of five (5) years each (each such period shall hereinafter be referred to as a "Renewal Period").

(a) SAME TERMS. Except for the changes in the calculation of Base Rent and the City's portion of Operating Expenses (as described in Section 5.A. and B.), and except as otherwise stated herein or agreed by amendment, each Renewal Period shall be on the same terms, covenants, and conditions as provided in this Leaseback. This Leaseback Agreement may be extended beyond the second Renewal Period upon the written agreement of the parties hereto.

(b) MANNER OF RENEWAL. The City shall exercise its rights to renew in the following manner.

(i) At least three (3) months prior to the expiration of the Initial Term of this Leaseback, or the first Renewal Period, the City shall notify the Utility as provided in this Leaseback Agreement of its election to exercise its option to renew the term of this Leaseback for the first or second Renewal period, as the case may be.

(ii) On the giving of such notice of election to renew as provided in (i) above, this Leaseback, subject to the terms of this provision, shall be deemed to be renewed for the applicable Renewal Period, without any further lease or instrument.

5. RENTAL.

A. BASE RENT. The City shall pay to the Utility Leaseback payments of $1,540.31 per month in advance, on the first day of each consecutive month, until February 28, 2001, the period of the first subterm (two or three year periods within the extension) ("Base Rent"). The twenty (20) year Leaseback Term and the Renewal Period(s) shall be broken down into three-year and two-year subterms, with the two-year subterm, in each instance, coming in the final two years of the term or period. This Base Rent for the final subterm equals $1.59 per square foot per year. The Base Rent shall be adjusted for each subterm using the same methodology as is used in the City of Stoughton – Stoughton Electric Utility Real Estate Lease (using the CPI-U for the Madison area for the prior three years or three percent per year, whichever method results in a larger rate increase), so the Base Rent adjustment under this Leaseback Agreement and the Utility's rent adjustment under the Lease shall be the same at all times and subterms.

B. CITY'S OPERATING EXPENSES. The City shall pay to the Utility, in addition to the Base Rent, the City's proportionate share of Operating Expenses (defined in Section 5.B.(a) below) paid or accrued during the particular Leaseback month in question.

(a) THE CITY'S PROPORTIONATE SHARE. As used herein, the City's proportionate share of Operating Expenses shall be as set forth on the attached Exhibit B

(totaling $0.087 per square foot per year currently), for the expenses shown on that exhibit. The City's proportionate share of operating expenses shall be calculated annually using the same methodology set forth in Exhibit B. On or before January 1st of each succeeding lease year the City and Utility shall agree to the City's proportionate share of operating expenses for the coming calendar year.

(b) PAYMENT OF OPERATING EXPENSES. The City shall pay to the Utility, on the first day of each calendar month during the entire term and any renewal(s) of this Leaseback Agreement, an amount equal to 1/12th of the City's proportionate share of Operating Expenses, currently calculated at $84.28 per month.

C. PRE-LEASEBACK IMPROVEMENTS RENT. The City shall also pay to the Utility on a monthly basis, on the first day of each consecutive month, at the same place that the Base Rent is to be paid, in addition to the Base Rent and the City's proportionate share of Operating Expenses, the Pre-Leaseback Improvements rent ("Improvements Rent") during the initial term of this lease, with each monthly payment of Improvements Rent to be in the amount of $697.50 ($0.72 per square foot per year), in equal monthly payments, without provision for change or increase. This payment shall cease at the end of the Initial Term of this Leaseback Agreement. This rent amount may also be terminated by the City, by its prepayment of the balance due, as mentioned in Section 3.A., above (see also, Exhibit D, which contains a calculation of the initial balance due).

6. OTHER OPERATING EXPENSES. All costs and expenses for maintaining, resurfacing, repairing and replacing, cleaning, snow and ice removal, repair and replacement of exterior lighting fixtures, line painting and landscaping of all vehicle parking areas and other outdoor common areas for the Utility Building shall be the responsibility of the Utility. The Leaseback Premises have natural gas and electric services which are metered separately from the balance of the Utility Building, and all costs of such service shall be paid directly by the City to the applicable utility company. The City's expenses of occupying a portion of the Utility Building shall not include costs and expenses related to the maintenance, upkeep, or repair of lease space within the Utility Building occupied by other tenants, or occupied by the Utility itself.

7. ASSIGNMENTS AND SUBLETTING. The City shall be permitted to assign this Lease to anyone without the prior written approval of the Utility. The City shall have the right to sublease portions of the Leaseback Premises to subtenants, with each such sublease to be made expressly subject to all the terms, conditions and provisions of this Lease.

8. SIGNS. The City shall have the right at its own cost and expense, to erect and maintain a sign or signs advertising the business and/or services to be provided in the Utility Building (including any and all interior or exterior directories) and such sign(s) may be displayed and placed either in the interior of the Utility Building or on the exterior of the Utility Building.

9. ALTERATIONS, FURNISHINGS, AND REMOVAL OF IMPROVEMENTS.

A. ALTERATIONS. The City may without the Utility's prior written consent, make any alterations, additions or utility installations upon the Leaseback Premises portion of the Utility Building. The term "utility installations," as used herein, shall include, without limitation, power sources and panels, space heaters, fluorescent fixtures, conduits and wiring.

B. FIXTURES, FURNISHINGS AND PERSONAL PROPERTY. It is the City's responsibility, at its expense, to equip the Utility Building with all trade fixtures, furniture, furnishings, special equipment, movable partitions, shelving and other items of personal property necessary for the use of the Leaseback Premises by the City and the proper and efficient operation of the City's businesses.

C. REMOVAL OF IMPROVEMENTS. The City shall own the Leaseback Improvements. The Leaseback Improvements, or any part thereof, may be removed from the Leaseback Premises by the City. All trade fixtures, furniture, furnishings and signs installed in the Leaseback Premises by the City and paid for by the City shall remain the property of the City and may be removed upon the expiration or termination of this Leaseback.

10. MAINTENANCE.

A. THE UTILITY'S OBLIGATIONS. It shall be the Utility's responsibility to keep and maintain the parking lot and driveways in good, sightly and reasonably attractive condition; properly illuminated, in accordance with sound safety principles; and reasonably free of snow and ice, debris and other obstructions, and the Utility shall further be responsible for maintaining all landscaping. Further, it shall remain the Utility's obligation and responsibility to, as the parties agreed in the Lease, to maintain the Utility Building and the Pre-Leaseback Improvements in good repair (see, Real Estate Lease, attached as Exhibit C, "MAINTENANCE" Section, pages 1-2).

B. OBLIGATIONS REGARDING LEASEBACK PREMISES. The City shall keep in good condition and repair, these Leaseback Improvements constructed by the City in the Leaseback Premises, including, but not limited to, the heating, air conditioning, ventilating, electrical, lighting, plumbing and sewer systems, interior doors, window frames, interior and any nonstructural wall, partitions, and carpeting, and shall make any replacements thereof and of all broken and cracked glass which may become necessary during the initial term of this Leaseback or any Renewal Period.

11. OBLIGATIONS OF THE CITY.

A. PAYMENT OF RENTS. The City shall pay to the Utility at the time and in the manner heretofore specified the Base Rent and Operating Expenses herein required.

B. THE UTILITY'S ACCESS. The management and control of the Leaseback Premises shall be the responsibility of the City. The Utility shall only have access to the Leaseback Premises under the limited conditions established in this subsection. Upon 24 hours notice or in the event of an emergency, the Utility may access the Leaseback Premises

for the purpose of examining those Premises or to make any necessary repairs or alterations to the Utility Building or the Pre-Leaseback Improvements. In the event of such access, the Utility may make repairs or alternations to the Leaseback Improvements only in the case of an emergency.

12. INSURANCE AND INDEMNITIES. The City shall obtain, at the City's expense, beginning on January 1, 1998, and shall maintain through the expiration or termination of this Lease, the following insurance coverages regarding the Leaseback Improvements and Premises:

A. PROPERTY. A policy of comprehensive fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by the Utility insuring the entire Utility Building, including the Leaseback Premises and all appurtenances thereto.

B. PUBLIC LIABILITY. A policy of commercial general liability insurance insuring against injury to property, person or loss of life arising out of the use, occupancy or maintenance of the Leaseback Premises with limits of general liability not less than $5,000,000 in the aggregate.

C. OTHER. It shall be the City's responsibility to insure any and all of its personal property, fixtures, furnishings, equipment and any other such items kept on or about the Leaseback Premises.

13. GENERAL PROVISIONS.

A. SEVERABILITY. The invalidity of any provision of this Leaseback Agreement, or of its application to any person or circumstances as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof and each term, covenant, condition and provision of this Leaseback shall be valid and be enforced to the fullest extent permitted by Law.

B. TIME OF ESSENCE. Time is of the essence as to all matters set forth in this Lease.

C. CAPTIONS. Section captions are not a part of this Leaseback Agreement and are only for the convenience of the parties.

D. INCORPORATION OF PRIOR AGREEMENTS. This Leaseback Agreement and the attached exhibits set forth all the agreements, terms, covenants and conditions between the Utility and the City concerning the Leaseback Premises and there are no agreements, terms, or covenants, oral or written, between them other than those herein contained. No amendment, change or addition to this Lease shall be binding upon the Utility and the City unless it is in writing and signed by each party.

E. BINDING EFFECT; CHOICE OF LAW. This Leaseback Agreement shall bind the parties, as well as their respective successors and assigns. This Leaseback shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

CITY OF STOUGHTON:

Dated: 10/28/98

Robert A Barnett
By: Robert E. Barnett, Mayor

Dated: 10/28/98

Judy A Kinning
By: Judy A. Kinning, City Clerk

STOUGHTON ELECTRIC UTILITY:

Dated: 10-28-98

Robert P. Kardasz
By: Robert P. Kardasz, Utilities Director

d:utility\leasebackaddendum

LEASEBACK ADDENDUM TO
AMENDMENT AND
EXTENSION OF REAL ESTATE LEASE

Agreement made by and between the City of Stoughton ("the City"), and Stoughton Electric Utility ("the Utility"), as a further amendment to the parties' Real Estate Lease, which was effective January 1, 1995, and as an addendum to the parties' Amendment and Extension of Real Estate Lease, as follows:

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WHEREAS, The Utility is the Lessee of the entirety of the Utility Building under the parties' Real Estate Lease ("the Lease"), effective January 1, 1995. By agreement of the parties, the Utility has entered into several subleases of portions of the Utility Building to Uniroyal Engineered Products and Stoughton Area School District.

WHEREAS, The City desires to lease from the Utility certain space in the Utility Building described herein; the City has made certain improvements to the space to be rented by the City from the Utility; and the City and the Utility desire to enter into this Leaseback Addendum to Amendment and Extension of Real Estate Lease or "Leaseback Agreement" for the purpose of memorializing the terms and conditions of their agreement.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Utility hereby leases to the City, and the City hereby leases from the Utility, the portion of the Utility Building described in Section 2 below, for a period, at the rental and upon the terms and conditions hereinafter specifically set forth:

I. TRIPLE NET LEASE. This Leaseback is a triple net lease. For purposes of this Leaseback, the term "triple net lease" means the City shall pay the base rent (as defined in Section 5) and all of the expenses related to the Leaseback Premises (as defined in Section 2) including, but not limited to, all taxes (if any), utilities, and contents insurance, and the City shall be responsible for its proportionate share of the maintenance and other operating expenses of the Leaseback Premises, either through the Base Rent (See, 5.A.) or through direct payment by the City for maintenance and services. The City has paid for the construction costs of the leasehold improvements in the Leaseback Premises (defined in Section 3).

2. DESCRIPTION OF LEASEBACK PREMISES. The portion of the Utility Building which is hereby leased to the City shall hereinafter be referred to as the "Leaseback Premises". The precise location of the Leaseback Premises is set forth on Exhibit A which is attached hereto and made a part hereof. The Leaseback Premises shall consist of an area within the Utility Building, in the northeast quadrant, of approximately 11,625 square feet. The City shall also have the right to use of the adjacent parking lot ("parking spaces").

3. PRE-LEASEBACK IMPROVEMENTS. The City and the Utility acknowledge that the City has undertaken and completed a build-out of the Leaseback Premises ("the Leaseback Improvements"). Certain improvements have been undertaken and completed by the Utility since the City's purchase of the property and the parties' entry into the Lease, effective and prior to construction of the Leaseback Improvements ("Pre-Leaseback Improvements"). Additional improvements were necessary to the Leaseback Premises for the City's occupancy and use of the Leaseback Premises ("the Leaseback Improvements").

A. ACCOUNTING FOR PRE-LEASEBACK IMPROVEMENTS. The Utility has accounted to the City for Pre-Leaseback Improvements in and affecting the Leaseback Premises, and the City and the Utility have worked out terms and conditions of the City's payment to the Utility for such Pre-Leaseback Improvements.

The City shall pay for Pre-Leaseback Improvements within the Leaseback Premises during the term of this Leaseback Agreement. The cost of the Pre-Leaseback Improvements shall be paid by the City to the Utility by amortizing a proportionate share of the Pre-Leaseback Improvements cost over the term of the Leaseback Agreement. This Pre-Leaseback Improvements payment shall be converted to a per square foot amount, which shall be added to the base rent. The Pre-Leaseback Improvements cost shall be fully paid during the 20 year extension term, at the end of which time the monthly Pre-Leaseback Improvements cost amount shall be terminated. The City may, at anytime, at its sole option, pay the Utility the remaining balance due for Pre-Leaseback Improvements. This would satisfy in full and extinguish this element of monthly rent (under Section. 5.C., below).

B. LEASEBACK IMPROVEMENTS. The City's Leaseback Improvements consist generally of partitions, flooring, carpeting, plumbing, doors, windows, HVAC equipment, electrical equipment and facilities, and all related improvements which the City may require for the Leaseback Premises. Exhibit A includes a layout of the Leaseback Premises showing the general configuration of the Leaseback Improvements which have been agreed to by the City and the Utility.

C. CONSTRUCTION AND FINANCING COSTS. It is anticipated that the City will obtain a loan from a financial institution to finance the Leaseback Improvements and will pay the entire project cost, including architectural services, fixtures and furnishings costs, and other related items. The City will also be responsible for all financing costs related to its costs for the project.

4. TERM.

A. LEASEBACK TERM. The initial term of the Leaseback term shall be twenty (20) years (the "Initial Term") commencing on March 1, 1998, and expiring February 28, 2018.

B. THE CITY'S RIGHT TO RENEW. The City shall have the right, to be exercised as hereinafter provided, to renew the term of this Lease for two (2) consecutive periods of five (5) years each (each such period shall hereinafter be referred to as a "Renewal Period").

(a) SAME TERMS. Except for the changes in the calculation of Base Rent and the City's portion of Operating Expenses (as described in Section 5.A. and B.), and except as otherwise stated herein or agreed by amendment, each Renewal Period shall be on the same terms, covenants, and conditions as provided in this Leaseback. This Leaseback Agreement may be extended beyond the second Renewal Period upon the written agreement of the parties hereto.

(b) MANNER OF RENEWAL. The City shall exercise its rights to renew in the following manner.

(i) At least three (3) months prior to the expiration of the Initial Term of this Leaseback, or the first Renewal Period, the City shall notify the Utility as provided in this Leaseback Agreement of its election to exercise its option to renew the term of this Leaseback for the first or second Renewal period, as the case may be.

(ii) On the giving of such notice of election to renew as provided in (i) above, this Leaseback, subject to the terms of this provision, shall be deemed to be renewed for the applicable Renewal Period, without any further lease or instrument.

5. RENTAL.

A. BASE RENT. The City shall pay to the Utility Leaseback payments of $1,540.31 per month in advance, on the first day of each consecutive month, until February 28, 2001, the period of the first subterm (two or three year periods within the extension) ("Base Rent"). The twenty (20) year Leaseback Term and the Renewal Period(s) shall be broken down into three-year and two-year subterms, with the two-year subterm, in each instance, coming in the final two years of the term or period. This Base Rent for the final subterm equals $1.59 per square foot per year. The Base Rent shall be adjusted for each subterm using the same methodology as is used in the City of Stoughton — Stoughton Electric Utility Real Estate Lease (using the CPI-U for the Madison area for the prior three years or three percent per year, whichever method results in a larger rate increase), so the Base Rent adjustment under this Leaseback Agreement and the Utility's rent adjustment under the Lease shall be the same at all times and subterms.

B. CITY'S OPERATING EXPENSES. The City shall pay to the Utility, in addition to the Base Rent, the City's proportionate share of Operating Expenses (defined in Section 5.B.(a) below) paid or accrued during the particular Leaseback month in question.

(a) THE CITY'S PROPORTIONATE SHARE. As used herein, the City's proportionate share of Operating Expenses shall be as set forth on the attached Exhibit B

(totaling $0.087 per square foot per year currently), for the expenses shown on that exhibit. The City's proportionate share of operating expenses shall be calculated annually using the same methodology set forth in Exhibit B. On or before January 1st of each succeeding lease year the City and Utility shall agree to the City's proportionate share of operating expenses for the coming calendar year.

(b) PAYMENT OF OPERATING EXPENSES. The City shall pay to the Utility, on the first day of each calendar month during the entire term and any renewal(s) of this Leaseback Agreement, an amount equal to 1112th of the City's proportionate share of Operating Expenses, currently calculated at $84.28 per month.

C. PRE-LEASEBACK IMPROVEMENTS RENT. The City shall also pay to the Utility on a monthly basis, on the first day of each consecutive month, at the same place that the Base Rent is to be paid, in addition to the Base Rent and the City's proportionate share of Operating Expenses, the Pre-Leaseback Improvements rent ("Improvements Rent") during the initial term of this lease, with each monthly payment of Improvements Rent to be in the amount of $697.50 ($0.72 per square foot per year), in equal monthly payments, without provision for change or increase. This payment shall cease at the end of the Initial Term of this Leaseback Agreement. This rent amount may also be terminated by the City, by its prepayment of the balance due, as mentioned in Section IA., above (see also, Exhibit I), which contains a calculation of the initial balance due).

6. OTHER OPERATING EXPENSES. All costs and expenses for maintaining, resurfacing, repairing and replacing, cleaning, snow and ice removal, repair and replacement of exterior lighting fixtures, line painting and landscaping of all vehicle parking areas and other outdoor common areas for the Utility Building shall be the responsibility of the Utility. The Leaseback Premises have natural gas and electric services which are metered separately from the balance of the Utility Building, and all costs of such service shall be paid directly by the City to the applicable utility company. The City's expenses of occupying a portion of the Utility Building shall not include costs and expenses related to the maintenance, upkeep, or repair of lease space within the Utility Building occupied by other tenants, or occupied by the Utility itself.

7. ASSIGNMENTS AND SUBLETTING. The City shall be permitted to assign this Lease to anyone without the prior written approval of the Utility. The City shall have the right to sublease portions of the Leaseback Premises to subtenants, with each such sublease to be made expressly subject to all the terms, conditions and provisions of this Lease.

8. SIGNS. The City shall have the right at its own cost and expense, to erect and maintain a sign or signs advertising the business and/or services to be provided in the Utility Building (including any and all interior or exterior directories) and such sign(s) may be displayed and placed either in the interior of the Utility Building or on the exterior of the Utility Building.

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B. FIXTURES, FURNISHINGS AND PERSONAL PROPERTY. It is the City's responsibility, at its expense, to equip the Utility Building with all trade fixtures, furniture, furnishings, special equipment, movable partitions, shelving and other items of personal property necessary for the use of the Leaseback Premises by the City and the proper and efficient operation of the City's businesses.

C. REMOVAL OF IMPROVEMENTS. The City shall own the Leaseback Improvements. The Leaseback Improvements, or any part thereof, may be removed from the Leaseback Premises by the City. All trade fixtures, furniture, furnishings and signs installed in the Leaseback Premises by the City and paid for by the City shall remain the property of the City and may be removed upon the expiration or termination of this Leaseback.

10. MAINTENANCE.

A. THE UTILITY'S OBLIGATIONS. It shall be the Utility's responsibility to keep and maintain the parking lot and driveways in good, sightly and reasonably attractive condition; properly illuminated, in accordance with sound safety principles; and reasonably free of snow and ice, debris and other obstructions, and the Utility shall further be responsible for maintaining all landscaping. Further, it shall remain the Utility's obligation and responsibility to, as the parties agreed in the Lease, to maintain the Utility Building and the Pre-Leaseback Improvements in good repair (see, Real Estate Lease, attached as Exhibit C, "MAINTENANCE" Section, pages 1-2).

B. OBLIGATIONS REGARDING LEASEBACK PREMISES. The City shall keep in good condition and repair, these Leaseback Improvements constructed by the City in the Leaseback Premises, including, but not limited to, the heating, air conditioning, ventilating, electrical, lighting, plumbing and sewer systems, interior doors, window frames, interior and any nonstructural wall, partitions, and carpeting, and shall make any replacements thereof and of all broken and cracked glass which may become necessary during the initial term of this Leaseback or any Renewal Period.

11. OBLIGATIONS OF THE CITY.

A. PAYMENT OF RENTS. The City shall pay to the Utility at the time and in the manner heretofore specified the Base Rent and Operating Expenses herein required.

B. THE UTILITY'S ACCESS. The management and control of the Leaseback Premises shall be the responsibility of the City. The Utility shall only have access to the Leaseback Premises under the limited conditions established in this subsection. Upon 24 hours notice or in the event of an emergency, the Utility may access the Leaseback Premises

for the purpose of examining those Premises or to make any necessary repairs or alterations to the Utility Building or the Pre-Leaseback Improvements. In the event of such access, the Utility may make repairs or alternations to the Leaseback Improvements only in the case of an emergency,

12. INSURANCE AND INDEMNITIES. The City shall obtain, at the City's expense, beginning on January 1, 1998, and shall maintain through the expiration or termination of this Lease, the following insurance coverages regarding the Leaseback Improvements and Premises:

A. PROPERTY. A policy of comprehensive fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by the Utility insuring the entire Utility Building, including the Leaseback Premises and all appurtenances thereto.

B. PUBLIC LIABILITY. A policy of commercial general liability insurance insuring against injury to property, person or loss of life arising out of the use, occupancy or maintenance of the Leaseback Premises with limits of general liability not less than $5,000,000 in the aggregate.

C. OTHER. It shall be the City's responsibility to insure any and all of its personal property, fixtures, furnishings, equipment and any other such items kept on or about the Leaseback Premises.

13. **GENERAL PROVISIONS.**

A. SEVERABILITY. The invalidity of any provision of this Leaseback Agreement, or of its application to any person or circumstances as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof and each term, covenant, condition and provision of this Leaseback shall be valid and be enforced to the fullest extent permitted by Law.

B. TIME OF ESSENCE. Time is of the essence as to all matters set forth in this Lease.

C. CAPTIONS. Section captions are not a part of this Leaseback Agreement and are only for the convenience of the parties.

D. INCORPORATION OF PRIOR AGREEMENTS. This Leaseback Agreement and the attached exhibits set forth all the agreements, terms, covenants and conditions between the Utility and the City concerning the Leaseback Premises and there are no agreements, terms, or covenants, oral or written, between them other than those herein contained. No amendment, change or addition to this Lease shall be binding upon the Utility and the City unless it is in writing and signed by each party.

E. BINDING EFFECT; CHOICE OF LAW. This Leaseback Agreement shall bind the parties, as well as their respective successors and assigns. This Leaseback shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

CITY OF STOUGHTON:

Dated: _____ _____

By: Robert E. Barnett, Mayor

Dated: _____ _____

By: Judy A. Kinning, City Clerk

STOUGHTON ELECTRIC UTILITY:

Dated: _____ _____

By: Robert P. Kardasz, Utilities Director

CITY OF STOUGHTON, 381 E. Main Street, Stoughton, WI 53589

RESOLUTION OF THE COMMOM COUNCIL	
Approving the Drive-Through Lease between the City of Stoughton ("Landlord") and McFarland State Bank ("Tenant") at the real property located at 207 S. Forrest Street and 216 E. Main Street. Committee Action: Finance Committee meets January 8, 2019 Fiscal Impact: Rental Revenue TBD	
File Number: R-8-2019	**Date Introduced:** January 8, 2019

WHEREAS, the McFarland State Bank ("Tenant") conveyed to the City of Stoughton ("Landlord"), the real property commonly known as 207 S. Forrest Street and 216 E. Main Street in the City of Stoughton, Dane County, Wisconsin;

WHEREAS, the building on Landlord's Property (the "Building"), was used by Tenant prior to Tenant's conveyance of Landlord's Property to operate its banking business;

WHEREAS, Tenant now wishes to lease from Landlord, and Landlord wishes to lease to Tenant, a portion of the Building for purposes of providing drive-through banking services;

BE IT RESOLVED by the Common Council of the City of Stoughton that the City of Stoughton enter into the Drive-Through Lease with McFarland State Bank.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

McFarland State Bank

Community Banking Since 1904

December 18, 2018

Mayor Tim Swadley
City of Stoughton
City Hall
381 East Main Street
Stoughton, Wisconsin 53589

Sent Via Email and USPS

Re: 207 South Forrest Street and 216 East Main Street, Stoughton, Wisconsin

Dear Mayor Swadley:

As you and I have discussed, mindful of the City's desire that the Bank continue to serve the community at the referenced property in the future through the leasing of the current drive-up facility, it makes a certain amount of sense to continue to do that while the parties explore lease terms. We operate and maintain an Automated/Virtual Teller Machine (ATM) that is presently located in the drive-up at the referenced property. In order to accommodate the City's desire, prior to a formal lease, we respectfully ask the permission of the City of Stoughton to permit McFarland State Bank to continue to operate just the ATM (but not otherwise staff or occupy the drive-up), as well as the Bank's logo on the monument sign located at the corner of Main & Forrest. We ask that this permission extend from the closing of the property donation agreement on December 21, 2018, through at least the second Wednesday in March of 2019. We understand you may need to discuss this request with the Common Council.

During this time, the Bank agrees to (1) maintain liability insurance providing single-limit coverage of not less than $500,000, aggregate of $1,000,000 at that location; and (2) indemnify, defend, and hold the City harmless from third party claims for bodily injury and property damage related to the ATM at that location.

If the Bank and the City cannot reach terms on a lease, a license, or some other way to accomplish the City's request, then the Bank agrees to remove the ATM and the Bank's identification from the monument sign by the second Wednesday in March, 2019. If terms are reached, then any future operation and maintenance of the ATM and signs can be addressed in that lease agreement. Either way, the Bank agrees to pay the City fair value for the use of these facilities after the closing of the donation for operating the ATM at this location until removed or a lease agreement is executed.

Finally, there are a number of additional signs located on the property that will not be removed before the closing date. We understand the City has an interest in evaluating the signs and associated fixtures and hardware for possible reuse by the City. We would be happy to work with the City to accomplish an orderly removal and/or repurposing of the signs.

Many thanks for your consideration of this request.

E. David Locke
Chairman & C.E.O.

cc: Matt Dregne
John Starkweather

Name(s) shown on your income tax return | Identifying number

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I **Information on Donated Property**—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- a ☐ Art* (contribution of $20,000 or more)
- b ☐ Qualified Conservation Contribution
- c ☐ Equipment
- d ☐ Art* (contribution of less than $20,000)
- e ☑ Other Real Estate
- f ☐ Securities
- g ☐ Collectibles**
- h ☐ Intellectual Property
- i ☐ Vehicles
- j ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	Commercial Building and Land		$1,600,000
B	See Attached Legal Description		
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See Instructions (h) Amount claimed as a deduction	(i) Date of contribution
A	Various	FDIC Purchase	17,050		1,600,000	12/21/2018
B						
C						
D						

Part II **Taxpayer (Donor) Statement**—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶

Signature of taxpayer (donor) ▶ Date ▶

Part III **Declaration of Appraiser**

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV **Donee Acknowledgment**—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ 12-21-18

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number
CITY OF STOUGHTON	396005622
Address (number, street, and room or suite no.)	**City or town, state, and ZIP code**
381 E. MAIN ST.	STOUGHTON, WI 53589

Authorized signature	Title	Date
Jim Swadley	MAYOR	12-21-18

Form 8283
Section B, Part I, Item 5(a)

Legal Description:

Lot Five (5), Block Thirty-one (31), Original Plat of Stoughton, in the City of Stoughton, Dane County, Wisconsin.

Lots Three (3) and Four (4), Block Thirty-One (31), Original Plat of Stoughton, in the City of Stoughton, Dane County, Wisconsin, more fully described as follows; beginning at the Southwest corner of said lot Two (2); thence North 133.04 feet; thence South 89degrees41' 35" East 6.75 fee; thence South 01 degrees 03' 03" West 133.04 feet thence North 89 degrees 46' 49" West 4.31 feet, to the point of beginning.

Street Address: 207 S. Forrest Street and 216 E. Main Street in the City of Stoughton, Wisconsin.

DRIVE-THROUGH LEASE

This Drive-Through Lease ("Lease") is dated effective as of January _____, 2019 and entered into between the CITY OF STOUGHTON, a municipal corporation (the "Landlord") and MCFARLAND STATE BANK, a Wisconsin banking corporation (the "Tenant").

RECITALS

A. Landlord owns the real property commonly known as 207 S. Forrest Street and 216 E. Main Street in the City of Stoughton, Dane County, Wisconsin, which is more particularly described in Exhibit A attached hereto (the "Landlord's Property").

B. The building on Landlord's Property (the "Building") contains drive-through facilities suitable for Tenant to operate its banking business.

C. Tenant wishes to lease from Landlord, and Landlord wishes to lease to Tenant, a portion of the Building more particularly described in Section 2 for purposes of providing drive-through banking services.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Lease, the parties agree as follows:

TERMS

1. **Recitals.** The foregoing recitals are hereby incorporated into this Lease as if fully set forth in this Section 1.

2. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and provisions and subject to the conditions hereinafter set forth in this Lease, the portion of the Building and two drive-through lanes shown on Exhibit B (the "Premises"). The Premises' address is 205 East Washington Street, Stoughton, Wisconsin.

3. **Term of the Lease.**

a. Commencement Date. The date of commencement of the term of this Lease shall be the first to occur of: (1) the date upon which Tenant occupies the Premises; or (2) April 1, 2019 (the "Commencement Date") or on an alternative date agreed upon by the parties in writing.

b. Term. The term of this Lease shall begin on the Commencement Date and continue for a period of Five (5) Lease Years (as defined in Section 4 below) (the "Term"). The Term of this Lease shall expire on the last day of the last full Lease Year of the Term, unless sooner terminated or extended pursuant to any of the provisions of this Lease.

c. Option to Terminate After the Second Lease Year. Tenant shall have an option to terminate this Lease on the last day of the second Lease Year if Tenant determines that it is commercially unreasonable to continue its drive-through banking services and further provided that Tenant gives Landlord ninety (90) days' prior written notice of its intention to terminate.

d. Extension. Provided that Tenant is not in default, following the Term, Tenant shall have two (2) consecutive options to extend the Term of this Lease upon all terms and conditions set forth in this Lease for an additional five (5) Lease Years ("Extension Terms"). Upon Tenant's election of one or both of the Extension Terms, such Extension Terms shall be deemed included within the word "Term" for all purposes under this Lease. Tenant's option to extend this Lease shall be exercised by giving written notice to Landlord no less than ninety (90) days' prior to the end of the initial Term or the first Extension Term, as applicable. If Tenant fails to timely exercise its option to extend the Term as provided herein, this Lease shall terminate at the end of the initial Term or the Extension Term, as the case may be, and Tenant's rights to thereafter extend the Term shall be of no further force or effect.

4. **Lease Year.** "Lease Year" shall mean each period of twelve (12) consecutive calendar months, with the first Lease Year beginning on the Commencement Date and ending on the day before the first anniversary of the Commencement Date provided, however, if the Commencement Date is other than the first day of a calendar month, the Commencement Date shall be deemed to be the first day of the first calendar month following the actual Commencement Date for purposes of defining Lease Year.

5. **Rent.** Commencing on the Commencement Date and continuing for the entire Term, the Tenant shall pay to the Landlord the annual "Rent" amounts set forth in the attached Exhibit C, payable in advance on or before the first day of each calendar month in the monthly Rent installments set forth therein, without any setoff, counterclaim or deduction whatsoever or any prior demand. Rent for any period during the Term which is less than a full calendar month shall be a pro rata portion of the monthly installment based on the number of days of the term falling within such month. Tenant shall pay Rent

promptly at the address designated for notices in Section 26, or such other place or places as the Landlord may designate from time to time in writing. Notwithstanding anything in this Lease to the contrary, Landlord agrees to abate payments of Rent for the first month of the first Lease Year.

On the first day of each Lease Year after the first Lease Year, annual Rent shall increase to reflect the change in the Consumer Price Index ("CPI") during the previous year. Such increase in annual Rent shall be calculated by multiplying the last previous Lease Year's annual Rent by the percentage increase in the CPI occurring between December 1 of the Lease Year preceding increase and December 1 of the Lease Year of the increase date. The annual Rent shall not be reduced from the last previous annual Rent by reason of any decrease in the CPI. If there is such a decrease, then annual Rent shall remain the same for that Lease Year. The CPI to be used for this calculation shall be the CPI-U published by the U.S. Department of Labor, Bureau of Labor Statistics for All Urban Consumers, U.S. City Average, For All Items, (1982-1984=100), or its successor/substitute index. Following each adjustment of the annual Rent as above provided, the term "Rent" as used in this Lease shall be amended to mean Rent as adjusted by this Section.

6. **Intentionally Omitted.**

7. **Alterations.** Tenant shall not, without Landlord's prior written consent, which shall not be unreasonably withheld, make any alterations to the Premises including, without limitation, install any trade fixtures, utility installations, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures or mechanical equipment, or make any changes to its store front (except for minor nonstructural alterations or improvements and decorations). The term "utility installations," as used herein, shall include, without limitation, power panels, space heaters, fluorescent fixtures, conduits and wiring. Tenant shall be responsible for the cost of all alterations to the Premises that it made, or that were made at its direction. Notwithstanding the foregoing, the parties acknowledge and agree that the Tenant wishes to make alterations to the Premises, at its expense, at the outset of the Lease, and that Exhibit D contains an estimation of those alteration plans. The Tenant shall not begin to make such alterations until the Director of Planning and Development of the City of Stoughton approves the Tenant's alteration plans in writing. Tenant will not be required to remove such alterations at the termination of this Lease.

8. **Use.**

a. Operation of Business. Tenant shall use the Premises solely for the purpose of providing walk-up and drive-through banking services to its customers, and for general office, banking, and financial services purposes; but shall not use the Premises for any other purpose without

the prior written consent of the Landlord, which consent Landlord shall not unreasonably withhold, condition, or delay.

b. Compliance with Rules. Tenant shall comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Premises and other facilities and buildings that comprise the Landlord Property, so long as they do not prevent Tenant from the use described in Section 8(a).

c. Compliance with Laws. Tenant shall, in the use and maintenance of the Premises, comply with all applicable laws, ordinances, regulations, and codes of all governmental authorities having jurisdiction over Tenant or the Premises, or having jurisdiction over Landlord with regard to leasing the Premises to Tenant, and shall hold Landlord harmless from any and all loss or damage, including any fines or penalties, due to any failure of Tenant to so comply.

9. **Utilities and Services.** Landlord shall provide heat and air conditioning to the Premises via mechanical systems that serve the entire Building, which shall be sufficient to create inside conditions during the cooling season of 72 degrees F. dry bulb when the outside conditions are 95 degrees F. dry bulb, and during the heating season maintain not less than 70 degrees F. dry bulb when the outside conditions ranging down to minus 10 degrees F (Tenant hereby acknowledging that the present heating, ventilating, and air conditioning systems are sufficient to do so). Subject to the foregoing, Landlord shall maintain the heat and air conditioning for the comfortable occupancy of the Premises in Landlord's sole discretion. Landlord shall also provide electricity to the Premises, in amounts sufficient to serve Tenant's demands. The cost of all of the foregoing services are included in Rent. Landlord shall not be liable to Tenant for any failure to provide any of those services. Subject to the foregoing, Tenant shall be responsible for any and all other services to the Premises at its sole expense, including, without limitation, telephone, data, internet, janitorial, and the disposal of shredded documents.

10. **Common Areas.** Landlord hereby grants to Tenant for the benefit of Tenant and its employees, customers, and invitees during the Term of this Lease (collectively, the "Common Areas"): (a) the nonexclusive right to use the area labeled as "Common Areas" on Exhibit B, which constitutes a hallway and two restrooms; and (b) the nonexclusive rights of access, ingress, and egress, over paved driveways and sidewalks as befit the use of the walk-up and drive-through lanes and banking equipment and facilities on the Premises. Landlord shall be responsible for maintaining and managing the Common Areas. Landlord may alter the Common Areas, construct additions, change the dimensions or change the area and location of the Common Areas, but may not diminish the use by Tenant

of the walk-up, or the two restroom facilities and a second exterior exit on the interior, without Tenant's prior written consent.

11. **Tenant's Rights of Access.** Tenant and Tenant's employees, agents, and invitees shall enter and exit the Premises only through the door located on the Premises (the "Premises Door") or via the Common Areas. Tenant and Tenant's employees, agents and invitees shall have a right to access the portion of Landlord's Property leading to the Premises Door or via the Common Areas, and shall do so in a direct fashion. Tenant shall provide Landlord with a copy of the key to the Premises Door and the door located in the Common Areas, and upon the expiration or earlier termination of this Lease, Tenant shall provide Landlord with all of the keys and/or fobs in its possession to such doors.

12. **Security.** Landlord shall not be responsible for maintaining a system security on or for the Premises. Tenant may do so at Tenant's expense.

13. **Parking.** Tenant and Tenant's employees, agents, invitees, contractors, and customers shall not use any of the parking stalls located on Landlord's Property.

14. **Landlord's Obligations.** Landlord shall keep the exterior of the Building and the foundations, roof, and structural portions of the demising walls of the Premises in good condition and repair, except for repairs required thereto by reason of the acts or omissions of Tenant, Tenant's employees, agents, invitees, licensees or contractors. Landlord shall also be responsible for the maintenance and repair of the Building, including plumbing, electrical, sewer, heating, air conditioning and ventilation, but excluding Tenant's equipment, fixtures and mechanicals tied into the building systems and exclusively serving the Premises. If Landlord is required to make exterior or structural repairs by reason of Tenant's acts or omissions, Landlord shall have the right, but shall not be obligated, to make such repairs or replacements on behalf of and for the account of Tenant, which shall be paid for in full by Tenant upon receipt of a bill. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty, in which events the obligations of Landlord shall be controlled by Section 16. Landlord shall maintain Landlord's Property including snow removal and landscaping.

15. **Tenant's Obligations.** Except for Landlord's obligations set forth in Section 13, Tenant shall keep the Premises, and every part thereof, and any fixtures, facilities or equipment contained therein (whether installed or owned by Landlord or Tenant), in good condition and repair including, but not limited to, any of Tenant's equipment, fixtures and mechanicals (whether or not tied into the building systems) exclusively serving the Premises—whether heating, air-conditioning, and ventilating, electrical, lighting, plumbing or sewer systems—floor coverings, exterior doors, window frames and all portions of the drive-through area, columns, nonstructural walls, and partitions, and shall make any replacements thereof and of all broken and cracked glass

which may become necessary during the term of this Lease. Tenant shall provide all maintenance, replacements and repairs necessary to keep the Premises in the condition required by this Lease. Tenant shall be responsible for all exterior and interior window washing and maintaining the drive-through stalls on the Premises. If Tenant refuses or neglects to maintain, replace or repair promptly and adequately after written demand, Landlord may make the maintenance, replacement or repairs without liability to Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof and upon completion thereof, Tenant shall pay Landlord's costs (together with a charge of fifteen percent (15%) of the costs for administration) upon receipt of bills therefor. All maintenance, replacement or repairs shall be done in a first class manner and shall be of materials equal in quality and class to the original work.

16. **Damage or Destruction.** If the Premises or Landlord's Property is damaged by fire, explosion or other casualty then either party may terminate this Lease by giving written notice of termination within ninety (90) days after the happening of the event causing the damage. If neither party exercises its right to terminate this Lease as provided above, Landlord shall promptly repair and replace the exterior of the Building and the foundations, roof, and structural portions of the walls of the Premises (except interior, non-demising walls) to the condition existing immediately preceding such fire, explosion or other casualty. Tenant shall promptly repair or replace all portions of the Premises not required to be repaired or replaced by Landlord and repair or replace all furniture, fixtures, and equipment to the condition existing immediately preceding such fire, explosion or other casualty. Rent or other sums payable under this Lease shall be abated during the period of such repair and restoration if the Premises are not tenantable.

17. **Right of Entry.** Landlord and its authorized representatives, agents and employees shall have the right to enter the Premises at all reasonable times upon at least 48 hours' prior notice (which may be telephonic), or otherwise upon such reasonable prior oral or written notice to Tenant as may be possible in an emergency, to inspect the Premises or to show the Premises to prospective purchasers or tenants or to abate nuisances, to cure dangerous conditions, repair waste and to make repairs, alterations, improvements or additions to the Premises, as Landlord may reasonably deem necessary, including those to be performed by Tenant, erect scaffolding and temporary barricades and take into, upon or through the Premises, materials required perform the same. Landlord shall take reasonable steps to minimize any interference with Tenant's business when entering the Premises for the purposes provided in this Section, and so long as Tenant is able to conduct business from the Premises, such entry or actions shall not constitute an eviction of Tenant and Rent shall not abate as a result of such entry. Nothing herein shall impose any duty upon Landlord to do any work, or perform any other act, which Tenant may be required to perform under this Lease, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform it. During the six (6) months prior to the expiration of the term of this Lease, Landlord may place upon the Premises notice "To Let"

or "For Rent." If Tenant is not present to permit entry into the Premises, Landlord may, in case of emergency, enter by master key or by forcible entry, without rendering Landlord liable therefor.

18. **Assignment.** Tenant shall not assign or in any manner transfer or sublet this Lease or any estate or interest therein without Landlord's prior written consent, except that Tenant may assign this lease to any successor to Tenant by merger or to the purchase of all or essentially all of Tenant's assets. In the event Landlord consents to an assignment of the Lease, rental and all other charges due shall be paid to Landlord. An assignment of this Lease shall not relieve Tenant from any obligations of this Lease, including, without limitation, Tenant's obligation to pay rent hereunder. Any attempted assignment without Landlord's prior written consent in accordance with this Section shall be void and shall constitute a default under this Lease.

19. **Signs.** Tenant shall not paint or install any signs, lettering, placards, advertising media or window or door lettering without the previous written consent of the Landlord. Tenant may display an electronic message on the sign at the intersection of Forrest and Main Streets (the "Corner Monument"), subject to the Landlord's prior approval of the content of the message. Tenant acknowledges that its use of the Corner Monument is nonexclusive. If the Landlord removes the Corner Monument during the Term of this Lease, Tenant may maintain at Tenant's expense a sign at the intersection of Forrest and Main Streets, on the condition that any message displayed on such sign shall be approved by the Landlord. Upon expiration or termination of the Lease, Tenant shall remove any signs which Landlord permitted it to install and shall promptly restore any damage caused by the removal and return the applicable surfaces to the condition which existed prior to the installation. Any signs erected or installed shall be at Tenant's sole cost and expense.

20. **Insurance.** Beginning no later than the Commencement Date and continuing until the termination or expiration of this Lease, Tenant, at its sole cost and expense, shall maintain the following insurance coverages:

a. General Commercial Liability. A policy of general commercial liability insurance naming Landlord, Tenant and any other party Landlord designates as the insured ("Landlord's Insureds"), with minimum limits of $1,000,000 per occurrence and $3,000,000 in the aggregate, in connection with Tenant's business conducted on the Premises.

b. Personal Property. A personal property insurance policy sufficient to cover the loss or damage to Tenant's personal property and all improvements, installations or alterations to the Premises made by or

on behalf of the Tenant (whether performed by Tenant, Landlord or others). Landlord shall maintain Premises liability.

c. Notice of Cancellation; Certificate of Insurance. All of such policies required by this Section shall contain a clause that the insurer will not cancel the insurance coverage without at least thirty (30) days prior written notice to Landlord. Tenant shall provide Landlord, on or before the Commencement Date and at such other times as may be reasonably requested by Landlord, with evidence of the additional insured status of Landlord and Landlord's Insureds and the existence and amounts of the insurance required by this Section by way of a certificate of insurance.

21. **Indemnification.**

a. Tenant's Indemnification Obligation. Subject to Section 22, to the extent permitted by applicable laws and regulations, Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from Tenant's use or occupancy of the Premises, or from or related to: (a) any occurrence in the Premises or the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere; (b) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; or (c) any negligent or willful acts or omissions of Tenant, or any of Tenant's sublessees, agents, customers, invitees, contractors, occupants, or employees.

b. Landlord's Indemnification Obligation. Subject to Section 22, Landlord shall indemnify, defend and hold harmless Tenant from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising from or related to (a) any occurrence in or about the Common Areas or Landlord's Property other than the Premises not resulting from the negligent or willful acts or omissions of Tenant or Tenant's sublessees, agents, contractors, occupants or employees; or (b) any breach or default in the performance of any obligations on Landlord's part to be performed under the terms of this Lease.

c. Notice of Indemnification. In case any action or proceeding be brought against Landlord or Tenant which is covered by the foregoing

indemnifications to be provided by Landlord or Tenant to the other, the indemnifying party, upon notice from the indemnified party, shall defend the same, at the indemnifying party's expense, by attorneys satisfactory to the indemnified party.

22. **Waiver of Recovery and Subrogation.** Landlord and Tenant each agree that they shall not have any claim against the other for any loss, damage or injury which is covered by the insurance required to be carried by either party under this Lease (regardless of the failure of either party to maintain such insurance) or any insurance otherwise carried by either party (whether this Lease requires the party to carry such insurance), regardless of the negligence of either party in causing the loss, damage or injury. This release shall be valid only if the applicable insurance policy expressly permits waiver of recovery and subrogation, or if the insurer agrees in writing that such waiver of recovery and subrogation will not affect coverage under the applicable insurance policy. Each party agrees to use its best efforts to obtain such an agreement from its insurer if its policy does not expressly permit a waiver of recovery and subrogation.

23. **Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

a. Failure to Pay. The failure of Tenant to make any payment of Rent or any other payment required to be made by Tenant under this Lease, when due, and such failure shall continue for a period of seven (7) days.

b. Failure to Observe Other Covenants. The failure by Tenant to repair any waste or to observe or perform any of the terms, covenants or conditions of this Lease to be observed or performed by Tenant where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant. Except as otherwise provided herein, if 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 Tenant is deemed to be complying with said notice if, promptly upon receipt of such notice, Tenant 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. Failure to send a notice shall not be construed as a waiver of such breach or as to any subsequent breach.

24. **Landlord's Remedies.** Landlord has the following remedies, in addition to all other rights and remedies provided by this Lease or at law or in equity, to which Landlord may resort cumulatively or in the alternative in the event of Tenant's default or breach of this Lease:

a. Late Payment Fee; Interest. If Tenant has not paid Landlord Rent on or before the seventh day of the month, Tenant shall pay Landlord a Fifty ($50) Dollar late fee in addition to the Rent owing. If Tenant has not paid Landlord Rent on or before the seventh day of the month, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of twelve percent (12%) per annum.

b. Termination of the Lease. Landlord may terminate this Lease by giving Tenant written notice of termination. On the giving of the notice, all further obligations of Landlord under this Lease shall terminate, Tenant shall surrender and vacate the Premises in a broom clean condition, and Landlord may reenter and take possession of the Premises and eject all parties in possession, or eject some and not others, or eject none. Termination under this paragraph shall not relieve Tenant from the payment of any Rent then due to Landlord or from any claim for damages previously accrued or then accruing against Tenant. Landlord shall be entitled to collect from Tenant all Rent accruing to the date of termination and all Rent payable for the remainder of the Term (notwithstanding the termination) plus rental losses, less any amounts actually collected by Landlord from reletting the Premises. The term "rental losses" shall include, but shall not be limited to, all repossession costs, brokerage commissions, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation of the Premises or parts thereof for reletting.

c. Landlord May Perform. Landlord shall have the right at any time, after ten (10) days' notice to Tenant (or without notice in case of emergency or a hazardous condition or in case any fine, penalty, interest or cost may otherwise be imposed or incurred), to make any payment or perform any act required of Tenant under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney fees. Nothing herein shall obligate Landlord to make any payment or perform any act required of the Tenant, and this exercise of the right to so do shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred

in connection with any exercise of such right shall be reimbursed to Landlord by Tenant.

Tenant shall pay for all attorney fees and other costs and expenses incurred by Landlord in enforcing any of Tenant's obligations under this Lease.

25. **Right to Mortgage.** The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's leasehold interest in the Premises and on the land of which the Premises form a part. The Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments, including an instrument subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and/or any mortgages or proposed mortgages.

26. **Notices.** Whenever under this Lease a provision is made for notice, it shall be deemed sufficient notice and service if such notice is in writing and if either delivered personally or if mailed by U.S. mail, postage prepaid, certified or registered mail with return receipt required:

If to the Tenant: McFarland State Bank
Attn: Mike Moderski
5990 US Highway 51
McFarland, WI 53558
mmoderski@msbonline.com

With a copy to: Boardman & Clark LLP
Attn: John P. Starkweather
1 S Pinckney St. Ste. 410
P.O. Box 927
Madison, WI 53701-0927

If to the Landlord: City of Stoughton
Attn: Holly Licht
City Hall
381 East Main Street
Stoughton, WI 53589
hlicht@ci.stoughton.wi.us

With copies to: Rodney J. Scheel
City Hall
381 East Main Street

Stoughton, WI 53589
rjscheel@ci.stoughton.wi.us

Stafford Rosenbaum LLP
Attn: Matthew P. Dregne
222 W Washington Ave. Suite 900
P.O. Box 1784
Madison, WI 53701-1784
mdregne@staffordlaw.com

27. **Waiver.** One or more waivers of any covenant or condition of this Lease by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition, and the consent or approval by the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to any subsequent similar act by the Tenant.

28. **Estoppel Certificate.** Tenant shall within ten (10) days of receiving written notice from Landlord, execute, acknowledge and deliver to Landlord or to such person designated by Landlord, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), (ii) the date to which the Rent and other charges are paid in advance, if any, (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, nor any offsets, counterclaims or defenses to the Lease on the part of Tenant, or specifying such defaults if any are claimed, and (iv) certifying as to any other matters as may be reasonably requested by Landlord. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

If Landlord desires to sell Landlord's Property, or any part thereof, Tenant shall deliver to any purchaser designated by Landlord such financial information concerning Tenant as may be reasonably required by such purchaser. Such statements shall include, but shall not be limited to, the past three (3) years' financial statements of Tenant. All such financial information shall be received by Landlord in confidence and shall be used only for the purposes herein set forth.

29. **Tenant Holdover.** Tenant shall vacate and surrender the Premises upon the expiration or earlier termination of this Lease. If Tenant shall remain in possession of all or any part of the Premises after the expiration or earlier termination, Tenant shall pay Landlord monthly Rent in an amount equal to one hundred fifty percent (150%) of the amount of monthly Rent payable for the last month of the Term and shall also be responsible for the full amount of other costs and expenses due under this Lease. Any hold

over of Tenant shall be subject to all other terms and conditions of this Lease, provided, however that Tenant shall be deemed to be a Tenant from month-to-month and no hold over shall entitle Tenant to an extension of the Term. Landlord's acceptance of Rent under this Section shall not be construed as a waiver by Landlord of its rights and remedies for Tenant's default of this Lease in holding over and failing to vacate and surrender the Premises.

30. **Requests of Landlord.** Tenant shall, upon demand, reimburse Landlord for all reasonable expenses, including, without limitation, attorneys' fees, incurred by Landlord in connection with all requests by Tenant for consents, approvals, or other requests related to this Lease, including, without limitation, costs incurred by Landlord in the review and approval of Tenant's plans and specifications in connection with proposed alterations to be made by Tenant to the Premises, requests by Tenant for Landlord to assign its interest in the Lease, or the execution by Landlord of estoppel certificates requested by Tenant.

31. **Declaration of Use Restrictions.** Tenant acknowledges that this Lease technically violates the terms of (but not the intent of) the Declaration of Use Restrictions dated December 28, 2016, and recorded on January 9, 2017 as document number 5297961 in the Dane County Register of Deeds Office (the "Declaration"), that it placed on the Landlord's Property. Tenant, its officers, directors, employees, affiliates, agents and representatives hereby release and any all claims, rights, demands, and causes of actions against Landlord, its officers, employees, agents and representatives relating to, arising out of, or in connection with, the violation of the Declaration by this Lease. Tenant covenants that it will neither commence nor cause to be commenced any lawsuit or proceeding against the other based on any of the claims released in this Lease. Tenant shall indemnify and hold Landlord harmless from any costs or expenses incurred as a result of any breach of this covenant, including but not limited reasonable attorneys' fees. Landlord agrees that nothing contained in this Lease is intended to waive, release, or abrogate the effect of the Declaration against any party other than Tenant.

32. **Cumulative Remedies.** All rights and remedies provided under this Lease shall be cumulative and the exercise of any one right or remedy shall not exclude the simultaneous exercise of any or all other rights or remedies. The rights and remedies permitted by this Lease shall be in addition to all other rights and remedies available at law or in equity.

33. **Governing Law.** This Lease shall be governed by the laws of the State of Wisconsin, with regard to choice of law principles, and shall be binding on the parties hereto and their successors and permitted assigns.

34. **Relationship of the Parties.** The parties have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Lease shall not be construed to create or imply any partnership, agency, joint venture or employer-employee relationship between the parties.

35. **Headings.** The section headings contained in this Lease are for reference purposes only and shall not affect the meaning or interpretation of this Lease.

36. **Severability.** If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of such term, provision, covenant or condition, and the remainder of the Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless giving such effect would materially undermine the rights and benefits of either party to this Lease, in which case such party can declare this Lease void.

37. **Entire Agreement.** This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are set forth herein.

38. **Amendment.** Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding on either party unless reduced to writing and signed by both parties.

39. **Authority.** Each individual executing this Lease on behalf of Landlord and Tenant represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of Landlord or Tenant, as the case may be, in accordance with the governing documents of Landlord or Tenant or a duly adopted resolution of Landlord's or Tenant's Board of Directors, and that this Lease is binding upon Landlord and Tenant in accordance with its terms.

40. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed personally or by a duly authorized representative effective as of the date first set forth above.

CITY OF STOUGHTON,
a municipal corporation

_____
By: Timothy Swadley
Title: Mayor

ATTEST:

By:_____
Holly Licht, City Clerk

MCFARLAND STATE BANK,
a Wisconsin banking corporation

_____
By: Michael Moderski
Title: President

Sufficient funds are in the treasury to meeting the expense of this contract or provision has been made to pay the liability that will accrue thereunder.

_____
By: Jamin Fiedl, Director of Finance

Approved as to Form:

STAFFORD ROSENBAUM LLP
Attorneys for the City of Stoughton

_____
By: Matthew P. Dregne

EXHIBIT A

Legal Description of Landlord's Property

Lot Five (5), Block Thirty-one (31), Original Plat of Stoughton, in the City of Stoughton, Dane County, Wisconsin.

Lots Three (3) and Four (4), Block Thirty-one (31), Original Plat of Stoughton, in the City of Stoughton, Dane County, Wisconsin.

Also Part Lot Two (2), Block Thirty-one (31), Original Plat of Stoughton, in the City of Stoughton, Dane County, Wisconsin, more fully described as follows; beginning at the Southwest corner of said lot Two (2); thence North 133.04 feet; thence South 89degrees41' 35" East 6.75 feet; thence South 01 degrees 03' 03" West 133.04 feet thence North 89 degrees 46' 49" West 4.31 feet, to the point of beginning.

EXHIBIT B

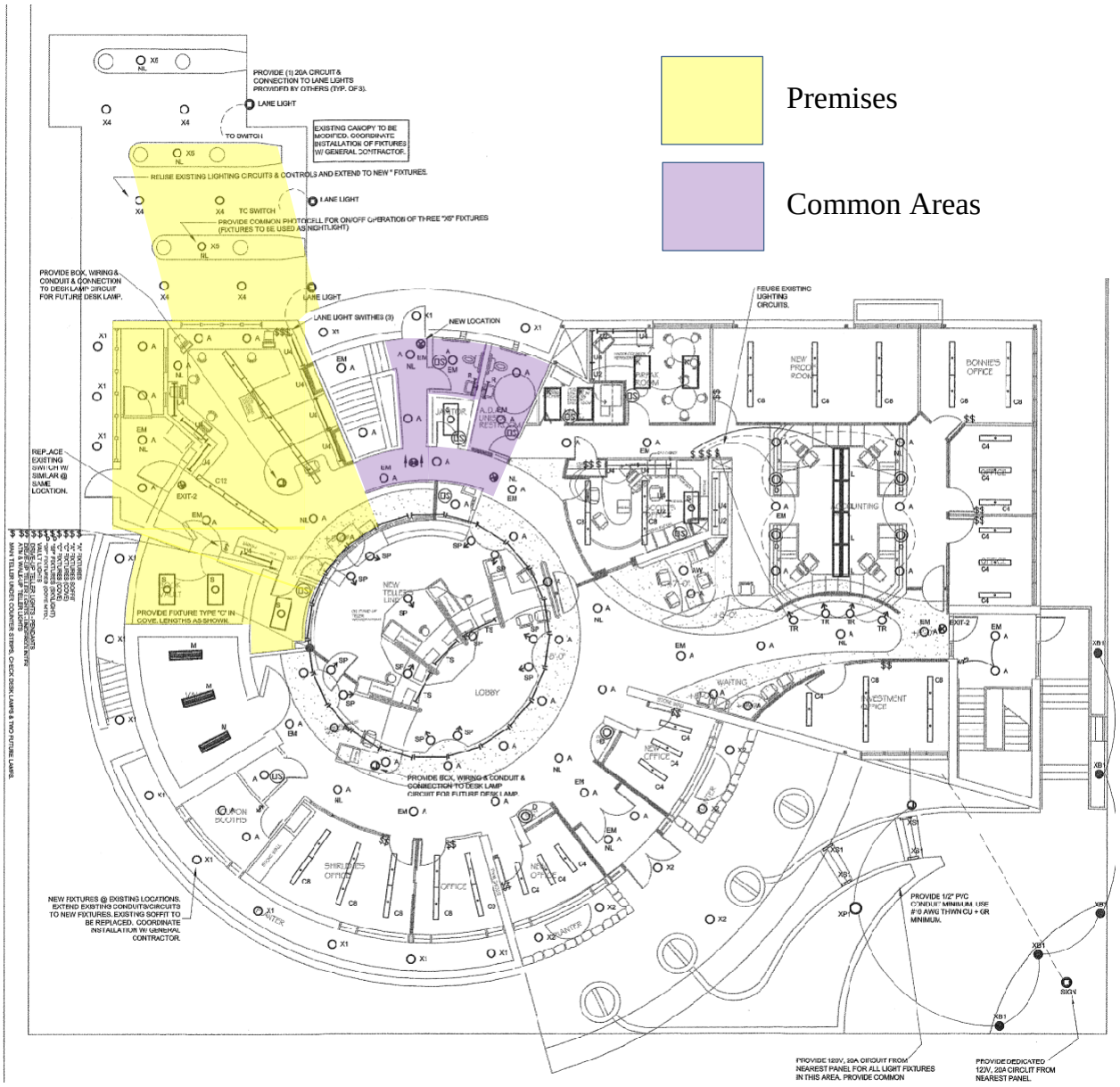
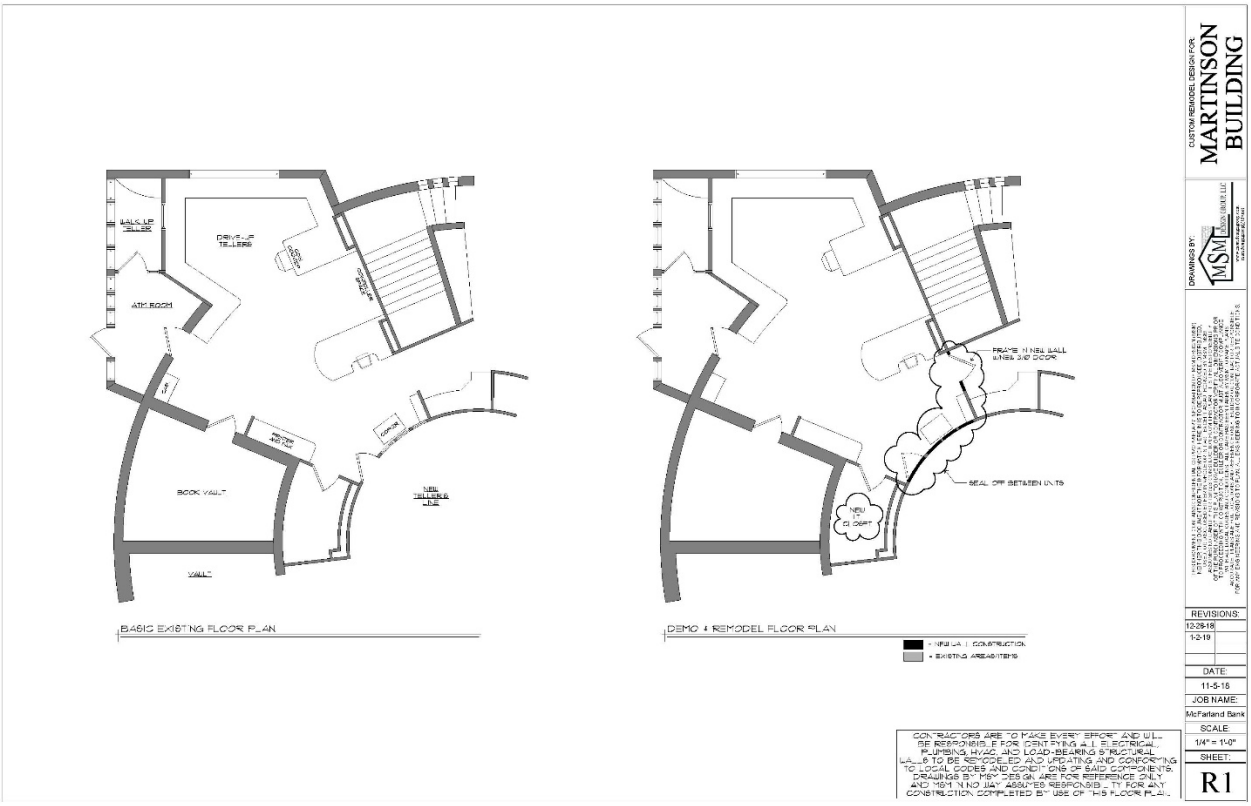

Premises
Common Areas
PROVIDE (1) 20A CIRCUIT & CONNECTION TO LANE LIGHTS PROVIDED BY OTHERS (TYP. OF 3).
LANE LIGHT
EXISTING CANOPY TO BE MODIFIED. COORDINATE INSTALLATION OF FIXTURES W/ GENERAL CONTRACTOR.
REUSE EXISTING LIGHTING CIRCUITS & CONTROLS AND EXTEND TO NEW * FIXTURES.
TC SWITCH
PROVIDE COMMON PHOTOCELL FOR ON/OFF OPERATION OF THREE "X5" FIXTURES (FIXTURES TO BE USED AS NIGHTLIGHT)
PROVIDE BOX, WIRING & CONDUIT & CONNECTION TO DESK LAMP CIRCUIT FOR FUTURE DESK LAMP.
LANE LIGHT SWITHES (3)
NEW LOCATION
REUSE EXISTING LIGHTING CIRCUITS.
REPLACE EXISTING SWITCH W/ SIMILAR @ SAME LOCATION.
PROVIDE FIXTURE TYPE "C" IN COVE. LENGTHS AS SHOWN.
LOBBY
WAITING
PROVIDE BOX, WIRING & CONDUIT & CONNECTION TO DESK LAMP CIRCUIT FOR FUTURE DESK LAMP.
NEW FIXTURES @ EXISTING LOCATIONS. EXTEND EXISTING CONDUITS/CIRCUITS TO NEW FIXTURES. EXISTING SOFFIT TO BE REPLACED. COORDINATE INSTALLATION W/ GENERAL CONTRACTOR.
PROVIDE 1/2" PVC CONDUIT MINIMUM. USE #10 AWG THWN CU + GR MINIMUM.
PROVIDE 120V, 20A CIRCUIT FROM NEAREST PANEL FOR ALL LIGHT FIXTURES IN THIS AREA. PROVIDE COMMON
PROVIDE DEDICATED 120V, 20A CIRCUIT FROM NEAREST PANEL.

Exhibit C—Rent Schedule

Lease Year:	Annual Rent:	Monthly Installment:
1	$25,700.00	$2,141.66, except the first monthly payment shall be $2,141.74
2	Year 1 annual Rent plus CPI increase calculated in accordance with Section 5	
3	Year 2 annual Rent plus CPI increase calculated in accordance with Section 5	
4	Year 3 annual Rent plus CPI increase calculated in accordance with Section 5	
5	Year 4 annual Rent plus CPI increase calculated in accordance with Section 5	
6	Year 5 annual Rent plus CPI increase calculated in accordance with Section 5	
7	Year 6 annual Rent plus CPI increase calculated in accordance with Section 5	
8	Year 7 annual Rent plus CPI increase calculated in accordance with Section 5	
9	Year 8 annual Rent plus CPI increase calculated in accordance with Section 5	
10	Year 9 annual Rent plus CPI increase calculated in accordance with Section 5	
11	Year 10 annual Rent plus CPI increase calculated in accordance with Section 5	
12	Year 11 annual Rent plus CPI increase calculated in accordance with Section 5	
13	Year 12 annual Rent plus CPI increase calculated in accordance with Section 5	
14	Year 13 annual Rent plus CPI increase calculated in accordance with Section 5	
15	Year 14 annual Rent plus CPI increase calculated in accordance with Section 5	

Exhibit D—Estimated Plans



REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of January 1, 2005 (Date), by and between CITY OF STOUGHTON ("Landlord"), and BRYAN SMITH DBA ~~LUTHERAN BROTHERHOOD INSURANCE~~ ("Tenant"). The parties agree as follows: THRIVENT FINANCIAL FOR LUTHERANS

PREMISES. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant UNIT #1,senior center complex. Commercial space of approximately 662 square feet. (the "Premises") located at 248 W.MAIN STREET, STOUGHTON, WI 53589.

TERM. The lease term shall commence on January 1, 2005 and shall terminate on December 31, 2006.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of one year per renewal term on the same terms as this Lease, unless either party gives written notice of the termination no later than sixty days prior to the end of the term or renewal term.

LEASE PAYMENTS. Tenant shall pay to Landlord lease payments of $525.00, payable in advance, on the first day of each month. Such payments shall be made to the Landlord at 381 E. MAIN, STOUGHTON, WI 53589, as may be changed from time to time by Landlord.

LATE PAYMENTS. Tenant shall also pay a late charge equal to $16.00 for each payment that is not paid within ten days after the due date for such late payment.

NON-SUFFICIENT FUNDS. Lessee shall be charged $10.00 for each check that is returned to Lessor for lack of sufficient funds.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Tenant may use the Premises only For the operation of an Insurance Agency. The Premises may be used for any other purpose only with the prior written consent of Landlord. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above, and may construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workmen. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Tenant shall be responsible for the following utilities and services in connection with the Premises:

- electricity
- janitorial services
- telephone service

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- water and sewer
- gas
- heating
- garbage and trash disposal

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

LIABILITY INSURANCE. Tenant shall maintain public liability insurance with personal injury limits of at least $500,000.00 for injury to one person, and $1,000,000.00 for any one accident, and a limit of at least $500,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes - Landlord shall pay all real estate taxes and assessments for the Premises.

Personal Taxes - Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within ten day(s) (or any other obligation within fifteen day(s)) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAWS. This Lease shall be construed in accordance with the laws of the state of Wisconsin.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

CITY OF STOUGHTON, C/O JOHN D. NEAL
381 E. MAIN
STOUGHTON, WI 53589

TENANT: THRIVENT FINANCIAL FOR LUTHERANS

BRYAN SMITH DBA ~~LUTHERAN BROTHERHOOD~~ INSURANCE
248 W.MAIN
STOUGHTON, WI 53589

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

ADDITIONAL PROVISIONS: TENNANTS' CUSTOMERS MAY PARK IN THE AREA BEHIND UNIT #1. TWO UNDERGROUND PARKING SPACES ARE PROVIDED FOR TENNANTS PERSONAL USE DURING BUSINESS HOURS.

LANDLORD:

CITY OF STOUGHTON

By: _____
JOHN D. NEAL
DIRECTOR OF FINANCE

TENANT:

BRYAN SMITH DBA ~~LUTHERAN BROTHERHOOD INSURANCE~~ Thrivent Financial

By: _____
BRYAN SMITH DBA ~~LUTHERAN BROTHERHOOD INSURANCE~~ Thrivent Financial
OWNER

Real Estate Lease

RECEIVED
OF STOUGHTON

This Lease Agreement (this "Lease") is made effective as of 06/01/10, by and between City of Stoughton ("Landlord"), and Karla Zentmire("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant Unit #2, Senior Center complex. Commercial space of approximately 750 square feet, (The "Premises") located at 248 W. MAIN STREET, STOUGHTON, WI 53589.

TERM. The lease term shall commence on 06/01/10 and shall terminate on 05/31/11.

RENEWAL TERMS. This lease shall automatically renew for an additional period of one year per renewal term on the same terms as this Lease, unless either party gives written notice of the termination no later than sixty days prior to the end of the term or renewal term.

LEASE PAYMENTS. Tenant shall pay to Landlord lease payments of $600.00, payable in advance, on the first day of each month. Such payments shall be made to the Landlord at 381 E MAIN, STOUGHTON, WI 53589, as may be changed from time to time by Landlord.

LATE PAYMENTS. Tenant shall also pay a late charge equal to $35.00 for each payment that is not paid within ten days after the due date for such late payment.

NON-SUFFICENT FUNDS. Lessee shall be charged $25.00 for each check that is returned to Lessor for lack of sufficient funds.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Tenant may use the Premises only for the operation of a Beauty Salon. The Premises may be used for any other purpose only with the prior written consent of Landlord. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above, and may construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the City Finance Director, which shall not be unreasonably withheld. All improvements are required to be installed to current building codes. All required permits and plan submittals are the responsibility of the Tenant. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

Real Estate Lease

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workmen. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Electricity
- Janitorial Services
- Telephone Service
- Data and Cable services
- Special recycling or disposal services

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the Utility company furnishing the service.

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- Water & Sewer
- Gas
- Heating
- Standard Garbage & trash disposal

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

LIABILITY INSURANCE. Tenant shall maintain public liability insurance with personal injury limits of at least $500,000.00 for injury to one person, and $1,000,000.00 for any one accident, and a limit of at least $500,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require the Landlord receive notice of any termination of such insurance policies.

INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

Real Estate Lease

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes – Landlord shall pay all real estate taxes and assessments for the Premises.

Personal Taxes – Tenant shall pay all the personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within five day(s) (or any other obligation within fifteen day(s) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAWS. This Lease shall be construed in accordance with the laws of the State of Wisconsin.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord:
City of Stoughton
C/o Laurie Sullivan
381 E Main St
Stoughton WI 53589

Tenant:
Karla Zentmire
248 W Main St
Stoughton WI 53589

Such addresses may be changed from time to time by either party by providing notice as set forth above.

Real Estate Lease

ENTIRE AGREEEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

ADDITIONAL PROVISIONS. One underground parking space is provided for Tenants personal use during business hours. All other parking areas are open to the public and serve the community as well as the tenants and their customers. All parking is required to occur in designated stalls and not on grassed areas. Landlord provides one common sign location upon which tenant may place a one by three foot decal advertising their business. Appropriate lettering or logo is allowed on the front glass door. No other signage is allowed.

Landlord:

City of Stoughton

Laurie Sullivan
Director of Finance & Economic Development

Tenant:

6-27-10

Karla Zentmire

Real Estate Lease

This Lease Agreement (this "Lease") is made effective as of February 1, 2018 by and between City of Stoughton ("Landlord"), and Community Living Connections, Inc. ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant Unit 3, Senior Center complex. Commercial space of approximately 750 square feet, (The "Premises") located at 248 W. Main Street, Stoughton, WI, 53589.

TERM. The lease term shall commence on February 1, 2018 and shall terminate on January 31, 2019.

RENEWAL TERMS. This lease shall automatically renew for an additional period of one year per renewal term on the same terms as this Lease, unless either party gives written notice of the termination, no later than sixty (60) days prior to the end of the term or renewal term.

LEASE PAYMENTS. Tenant shall pay to Landlord lease payments of $600.00 per month, payable in advance on the first day of each month. Such payments shall be made to the Landlord at 381 E. Main Street, Stoughton, WI 53589, as may be changed from time to time by Landlord.

DEPOSIT. The Deposit is equal to Half of the Lease payment. The Deposit is due at Lease signing.

LATE PAYMENTS. Tenant shall also pay a late charge equal to $50.00 for each payment that is not paid within ten (10) days after the due date for such late payment.

NON-SUFFICIENT FUNDS. Lessee shall be charged $35.00 for each check that is returned to Lessor for lack of sufficient funds.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Tenant may use the Premises only for the operation of Community Living Connections. The Premises may be used for any other purpose only with the prior written consent of the Landlord. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above, and may construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the City Finance Director, which shall not be unreasonably

withheld. All improvements are required to be installed to current building codes. All required permits and plan submittals are the responsibility of the Tenant. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workmen. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Electricity
- Janitorial Services (office)
- Telephone Service
- Data and Cable services
- Special recycling or disposal services

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be directly to the Utility company furnishing the service.

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- Water & Sewer
- Gas
- Heating
- Janitorial Services (building exterior)
- Standard Garbage & trash disposal

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

LIABILITY INSURANCE. Tenant shall maintain public liability insurance with personal injury limits of at least $500,000.00 for injury to one person, and $1,000,000.00 for any one accident, and a limit of at least $500,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require the Landlord receive notice of any termination of such insurance policies.

INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in

connection with Tenant's use of the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes – Landlord shall pay all real estate taxes and assessments for the Premises.

Personal Taxes – Tenant shall pay all the personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within five (5) day(s) (or any other obligation within fifteen (15) day(s) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAWS. This Lease shall be construed in accordance with the laws of the State of Wisconsin.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

Real Estate Lease

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord:	Tenant:
City of Stoughton	_____
c/o Tammy LaBorde	_____
381 E Main Street	_____
Stoughton, WI 53589	_____

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

ADDITIONAL PROVISIONS. One underground parking space is provided for Tenants personal use during business hours. All other parking areas are open to the public and serve the community as well as the tenants and their customers. All parking is required to occur in designated stalls and not on grassed areas. Landlord provides one common sign location upon which tenant may place a one by three (1 x 3) foot decal advertising their business. Appropriate lettering or logo is allowed on the front glass door. No other signage is allowed.

Landlord:
City of Stoughton

_____ Date: _____
Tammy LaBorde-Director of Finance & Economic Development

Tenant:
Community Living Connections, Inc.

_____ Date: _____
Shelley DeNure, Director of Operations

Real Estate Lease

This Lease Agreement (this "Lease") is made effective as of Aug 20, 2018 by and between City of Stoughton ("Landlord"), and Stoughton Area School District ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant on an exclusive basis the areas in blue, and on a non-exclusive basis the areas shown in red, all as shown on the attached Exhibit A (collectively, the "Premises") and located at 567 E. Main Street, Stoughton, WI 53589, during the hours of 7:30AM-3:15PM during all school days, as determined by reference to the Tenant's school calendar.

TERM. The lease term shall commence on August 15, 2018 and shall terminate on June 15, 2019.

RENEWAL TERMS. This lease shall automatically renew for an additional period of one year per renewal term on the same terms and conditions, unless either party gives written notice of terminations, no later than sixty (60) days prior to the end of the then current term.

LEASE PAYMENTS. Tenant shall pay to Landlord lease payments of $1,000.00 per month, payable in advance on the first day of each month. Such payments shall be made to the Landlord at 381 E. Main Street, Stoughton, WI 53589, or such other location as may be designated from time to time by Landlord by written notification.

LATE PAYMENTS. Tenant shall also pay a late charge equal to $50.00 for each payment that is not paid within ten (10) days after the due date for such payment.

NON-SUFFICIENT FUNDS. Lessee shall be charged $35.00 for each check that is returned to Lessor for lack of sufficient funds.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term (or renewal term) of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Tenant may use the Premises only for the operation of the Tenant's transition program and related activities. The Premises may be used for any other purpose only with the prior written consent of the Landlord.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above, and may construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the City Finance Director, which shall not be unreasonably withheld or delayed. All improvements are required to be installed to current building codes. All required permits and plan submittals are the responsibility of the Tenant.

MAINTENANCE. Tenant shall have the responsibility to clean up the Premises at the conclusion of programming on a daily basis. Tenant shall give prompt notice to Landlord of any damage to the Premises or any fixtures or moveable property located on the Premises.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld) and upon at least twenty-four (24) hours advance notice, Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workmen. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Janitorial and clean-up required as a result of the Tenant's use of the Premises
- Data and Cable Services for the Tenant's program
- Restroom clean-up at end of each program day

Landlord shall be responsible for all other utilities and services in connection with the Premises, including but not limited to:

- Water & Sewer
- Electricity
- Gas
- Heating
- Other Janitorial Services (building excluding Premises)
- Standard Garbage & trash disposal
- Parking
- Snow Removal

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Certificate of Insurance shall be filed with the City of Stoughton's Risk Management Director.

LIABILITY INSURANCE. Tenant shall maintain public liability insurance with personal injury limits of at least $1,000,000.00 for injury to one person, and $2,000,000.00 for any one accident, and a limit of at least $500,000.00 for damage to property. Tenant shall deliver an insurance certificate to Landlord as proof that adequate insurance is in force, and have Landlord named as an additional insured with respect thereto. Landlord shall have the right to require that Landlord receive notice of any termination of such insurance policies.

Tenant hereby indemnifies and holds harmless Landlord against any liability, loss, damage, claim, suit or action, including reasonable attorneys' fees, which Landlord may be subject to or incur by virtue of or arising out of this Lease or Tenant's entry and activities upon Premises. Tenant hereby indemnifies and holds harmless Landlord against any loss, damage, claim, suit or action, including reasonable attorneys' fees, which Landlord may be subject to or incur by virtue of or arising out of loss or damage to

Tenant's personal property located on the Premises. Tenant has the option, at its own expense, to maintain personal property insurance for Tenant's personal property located on the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of dangerous, flammable, or explosive character that substantially increases the danger of fire on the Premises, or that is classified as hazardous material under State law, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

TAXES AND ASSESSMENTS. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows: Landlord shall pay all real estate taxes and assessments for the Premises, if any.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the recording of this Lease constitutes notice that such liens are invalid. Further, Tenant shall endeavor to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, but shall not be responsible for the actions of third parties.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within ten (10) day(s) (or any other obligation within thirty(30) day(s) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults, provided that Tenant shall not be required to pay indirect, consequential or punitive damages of any kind.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAWS. This Lease shall be construed in accordance with the laws of the State of Wisconsin.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord
City of Stoughton
c/o Jamin Friedl
381 E. Main Street
Stoughton, WI 53589

Tenant
Stoughton Area School District
Attn: Director of Business Services
320 North Street
Stoughton, WI 53589

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

ADDITIONAL PROVISIONS. Parking areas are open to the public and serve the community as well as the tenants and their customers. All parking is required to occur in designated stalls and not on grassed areas. No other signage is allowed.

Landlord:
City of Stoughton

Date: 8-24-18

Jamin Friedl – Director of Finance

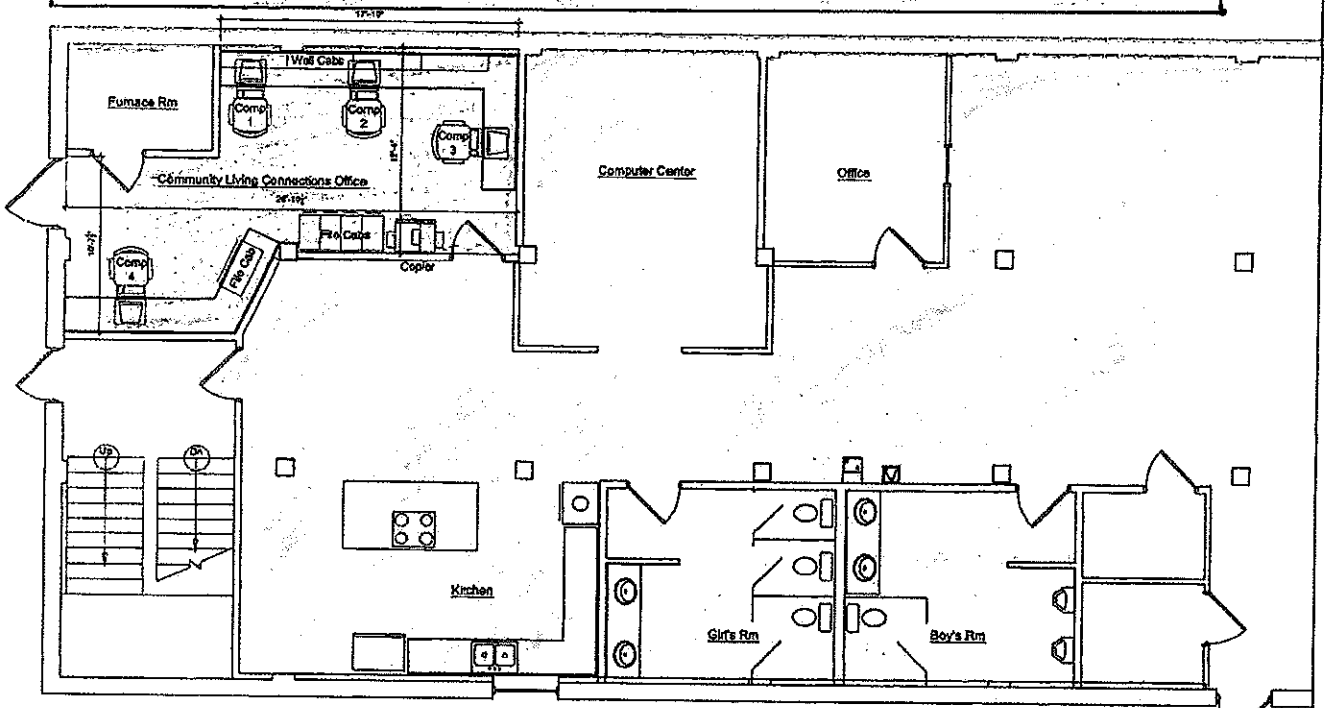
Tenant:
Stoughton Area School District

Elira Q. Pickett
Director of Business Services

Date: 8/24/2018

EXHIBIT A

1 refrigerator in common kitchen ; 1 cupboard in common kitchen
4 pull out drawers in kitchen (SHS supplies, some items are shared with YC staff)
2 sliding cabinets in island



1 6x6 storage unit downstairs

SHEET: Floor Plan Option C		PreView Solutions Stoughton, WI 53589 Part of Luttig Imaging & Photography 608.577.2465	Community Living Connections as part of Stoughton Area Youth Center
DATE: 04 MAY 2010			
SCALE: 1/8" = 1'-0'			