

Dane County Contract Cover Sheet

*Res 268
significant*

Dept./Division	LWRD / Administration
Vendor Name	Madison Area Youth Soccer Association
Vendor MUNIS #	21685
Brief Contract Title/Description	This Third Amended and Restated Lease with MAYSA incorporates the previous amendments and amends the term of the lease from 30 to 50 years. All other terms remain the same.
Contract Term	1/1/1996 to 12/31/2046
Total Contract Amount	\$ 197,500.00

Contract # <small>Admin will assign</small>	5743B
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

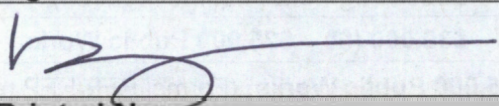
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.				
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.				
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.			Res #	2019
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			Year	268

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	10/2/19		
<i>al</i>	Controller		10/2/19	
<i>bc</i>	Purchasing	10/3/19	10/3/19	
<i>mmh</i>	Corporation Counsel	10/2/19	10/2/19	P.S - "LICENSEE" changed to "LESSEE"
<i>xl</i>	Risk Management	10/2/19	10/2/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Chris Lay
Phone #	608-224-3761	Phone #	608-276-9030 x302
Email	smith.sharene@countyofdane.com	Email	clay@maysa.org
Address	5201 Fen Oak Dr., #208, Madison, 53718	Address	4616 Verona Rd, Madison, 53711

Certification:	
The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		10/1/19
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		10/4/19
	Comments	
Corporation Counsel	Signature	Date
		10-2-19
	Comments	

2019 RES-268

AUTHORIZING AN AMENDED AND RESTATED LEASE WITH MAYSA AT BADGER
PRAIRIE COUNTY PARK

Since 1996 the county has leased land at Badger Prairie County Park to the Madison Area Youth Soccer Association (MAYSA). The MAYSA facility, known as Reddan Soccer Park, has undergone various improvements to increase the availability and quality of playing space for soccer and other sports.

The success of the MAYSA soccer program led to the addition of 19.5 acres to the lease in 2002 and an additional 13 acres in 2014. MAYSA plans to invest in additional improvements at the park and has requested that the lease be extended by fifteen (15) years. The current lease has a thirty-five (35) year term and this amendment would extend it through 2046. The county's early exit option anniversary dates would also be extended by fifteen (15) years. The remaining terms and conditions of the lease and subsequent amendments would remain the same.

The proposed Amended and Restated Lease Agreement with MAYSA will incorporate the previous lease amendments from 2002 and 2014 and extend the lease term to 2046.

NOW, THEREFORE, BE IT RESOLVED that Dane County enter into an Amended and Restated Lease Agreement with MAYSA under the terms summarized above; and

BE IT FURTHER RESOLVED that the Dane County Executive and County Clerk are hereby authorized to execute the Lease Agreement with MAYSA on behalf of Dane County.

**THIRD AMENDED AND RESTATED
LEASE AGREEMENT**

THIS THIRD AMENDED AND RESTATED LEASE AGREEMENT (the "Lease Agreement") is made and entered into by and between the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter referred to as "the County" or "LESSOR") and MAYSA (Affiliated), Inc. (a/k/a the Madison Area Youth Soccer Association), a qualified non-profit nonstock corporation under Chapter 181, Wis. Stats. (hereinafter "MAYSA" or "LESSEE").

WITNESSETH:

WHEREAS, LESSEE is the oldest and largest youth soccer organization in the Dane County area (formed in the early 1960's and presently having approximately 14,000 youth participants per season on over 1,000 different teams); and is a duly organized and qualified nonprofit charitable corporation under Wisconsin law and Section 501(c)(3) of the federal Internal Revenue Code; and

WHEREAS, consistent with the County's Parks and Open Space Plan, and by formal Resolution, the County as owner of the Premises, as defined below, has dedicated all of the Premises for greenspace, open space or park purposes; and

WHEREAS, LESSOR AND LESSEE have been operating successfully to date under prior lease agreements, including the Lease Agreement made effective January 1, 1997, the Amended Lease Agreement made effective October 24, 2002 (the "Amended Lease Agreement"), and the Second Amended Lease Agreement made effective May 20,

2014 (the "Prior Leases") to lease the following real property: (1) certain real property located on the North side of Cross Country Road, consisting of 40 acres, more or less (hereinafter the "Reddan Premises"), with the following legal description: Part of the East 1/2 of the Southeast 1/4 of Section 10 and part of the Southwest 1/4 of Section 11, all in Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin, more fully described as follows: Beginning at the Southeast Corner of Section 10; thence N 88 degrees 34'43" W along the Section line, 158.61 feet; thence N 00 degrees 46'00" E, 56.99 feet to the northerly right of way of Cross Country Road and the point of beginning; thence N 89 degrees 07'45" W, 505.08 feet; thence N 00 degrees 46'00" E, 2187.2 feet; thence S 89 degrees E, 796.6 feet, thence southerly approximately 2187 feet to a point on the northerly right of way of Cross Country Road 291.52 feet easterly of the point of beginning; thence N 89 degrees 07'45" W along said northerly right of way 291.52 feet to the point of beginning; (2) approximately 13 additional acres, as part of the Reddan Premises, as shown on Exhibit A; and (3) approximately eighteen and seven tenths 18.7 acres, that is part of the Badger Prairie County Park (in its Northwestern corner) and is located directly across (on the South side) of Cross Country Road from the Reddan Premises, which additional real property (and all improvements thereon) of approximately eighteen and seven tenths (18.7) acres has the legal description set forth on Exhibit B (the "Badger Prairie Premises"); and

WHEREAS the County deems it advantageous to itself and to be consistent with its above-referenced dedication of the Premises for greenspace, open space or park

purposes, or any combination thereof, to enter into this Lease Agreement of the Premises to LESSEE upon the terms and conditions set forth herein; and

WHEREAS, LESSEE desires to enter into this Lease Agreement to continue to develop and operate soccer fields and related facilities and improvements on the leased Premises as detailed herein; and

WHEREAS, unless otherwise specifically detailed below, and only to the limited extent specifically detailed below, this Lease Agreement covers both the Reddan Premises and the Badger Prairie Premises (hereinafter, unless otherwise specifically indicated below, the Reddan and Badger Prairie Premises are referred to collectively as the "Premises"), and completely supersedes and replaces any Prior Leases of the Premises entered into by and between LESSEE AND LESSOR.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants set forth herein, the receipt and sufficiency of which are acknowledged by each party, LESSOR and LESSEE agree as follows:

1. EXCLUSIVE USE OF THE PREMISES. LESSOR hereby leases to LESSEE, for LESSEE's exclusive use, those two parcels of real property totaling approximately seventy one and seven tenths (71.7) acres which are defined and described more fully above as the "Premises"; provided, however, that LESSOR may reserve for its own use or that of the Ice Age Trail, up to a 50-foot wide strip along a portion of the Southernmost boundary of the Reddan Premises running parallel to Cross Country Road (hereinafter the "Strip"). The Strip, to be used as a trail connection, will run along the

edge of Cross Country Road on the Reddan Premises from a point just East of the main driveway (constructed by LESSEE and used for effecting ingress to, and egress from, the Reddan Premises) to the Southeast corner boundary of the Reddan Premises. The Strip, to be used as a trail connection, shall continue to be accessible to and from that portion of the Ice Age Trail running through Badger Prairie Park where it presently intersects Cross Country Road at a point directly across from where the Strip meets Cross Country Road on the Reddan Premises. The location of the Badger Prairie Premises shall not block or impair access to or from the Ice Age Trail; the Trail shall run generally along a South/North axis, just East of the Eastern-most boundary of the Badger Prairie Premises, meeting Cross Country Road adjacent to the Northeast corner of the Badger Prairie Premises. LESSOR (or its assigns) shall not utilize the Strip in a way which interferes with LESSEE's exclusive use of the balance of the Premises or in a way which interferes with LESSEE's ability to develop and effect reasonable ingress and egress to and from both the Reddan Premises and Badger Prairie Premises and Cross Country Road. LESSOR shall be responsible for any and all costs and expenses associated with any development and use which it or its assigns causes to occur in said Strip.

2. USE OF PREMISES. LESSEE shall be entitled to use the Premises to operate a soccer complex, and, in connection therewith, to construct and maintain buildings and improvements related to soccer, including, but not limited to: soccer fields with goals and, if desired, field lights, stadium structures or bleachers, or any combination thereof; driveways; parking areas; concession and storage buildings; restrooms; shelters;

child play areas and picnic areas; utility service; wells; and sanitary systems; provided, however, notwithstanding the foregoing, no field lights shall be erected or operated on the Badger Prairie premises. LESSEE may allow other compatible recreational use of the Premises, including but not limited to ultimate frisbee, rugby and football. Construction and maintenance of the soccer complex and its associated systems shall be at LESSEE's sole expense. LESSEE may maintain its office on the Reddan Premises. In addition, with the prior written permission of LESSOR, LESSEE may add an indoor soccer facility on the Reddan Premises provided the building housing the indoor fields covers less than two (2) acres of the Premises. LESSEE shall not change the principal intended use of the soccer complex without the prior permission of LESSOR. Use of the Premises shall be limited to MAYSA and its guests and invitees for purposes consistent with this Lease Agreement, MAYSA's Bylaws and with LESSOR's dedication of the Premises for greenspace, open space and park purposes.

The County has established a prairie planting along the eastern edge of the expanded Reddan Premises, some of which is located within the expanded Reddan Premises. The prairie planting shall not be disturbed or removed by ^{LESSEE *mmh*} ~~LICENSEE~~ and its guests and invitees. The LESSOR shall be responsible for all maintenance and oversight of the prairie planting, including that portion located within the expanded Reddan Premises.

3. DESIGN SUBJECT TO LESSOR'S APPROVAL. LESSEE shall obtain LESSOR's approval of the design plans for the proposed complex and for any

material alterations, additions or modifications thereto prior to letting contracts for construction, and such approval shall not be unreasonably withheld by LESSOR. This requirement shall not be construed to abrogate LESSEE's need to obtain any other approvals, including other approvals from LESSOR or the Town of Verona which LESSEE is required by law to obtain. By entering into this lease, LESSOR does not waive any rights or obligations to any discretion it may possess with respect to such other approvals and LESSOR shall review, consider and dispose of applications for such other approvals without regard to the existence of this lease.

4. SOIL CONSERVATION PRACTICES. LESSEE shall cooperate with County's Land Conservation Department and County Extension office in an effort to maintain acceptable soil conservation practices with emphasis on minimizing erosion potential on the Premises.

5. NOXIOUS WEEDS. LESSEE shall use diligence to prevent noxious weeds and invasive species from propagating on the Premises and becoming a public nuisance. LESSEE acknowledges that invasive species are present on the expanded Reddan Premises and has agreed to actively manage them with the goal of eradication.

6. FOREST CONSERVATION. LESSEE may plant or move ornamental trees and cut down dead or undesirable or poorly located trees and clear out dead wood on the Premises as may be necessary and appropriate to LESSEE's screening plans and desire to create and maintain an attractive park setting consistent with soccer fields.

7. PREMISES MAY BE FENCED AND SIGNS & SCREENING

ERECTED. LESSEE, at LESSEE's sole expense and option, may construct a fence around some or all of the Premises, with controlled access or gates, and may erect any signs or screening as may be appropriate. LESSEE shall obtain the approval of County's Parks Director or designee for the design and layout of the fencing as well as for signs and screening with such approval not to be withheld unreasonably. In regard to the Badger Prairie Premises, LESSEE agrees to (1) maintain a driveway permit from the Town of Verona, as well as any other necessary government permits or approvals; and (2) maintain the improvements to the driveway for ingress and egress to the Badger Prairie Premises from Cross Country Road. LESSEE is not obligated to erect fencing and a gate at the Southern border of the Badger Prairie Premises unless requested by LESSOR. The intent of this provision is for LESSEE, at its sole cost, to take reasonable steps to create a safe access point into the Badger Prairie Premises from Cross Country Road and to make that the principal means for accessing those premises.

8. PUBLIC USE OF THE BADGER PRAIRIE AND REDDAN

PREMISES. Notwithstanding the exclusivity provisions of section 1 above, at such times as the Premises are not actively being used for LESSEE's soccer-related activities, members of the public may enter, use and enjoy the Premises for other purposes that do not interfere with LESSEE's use of the Premises and do not damage or harm the Premises in any respect. The public's right to use the Premises at off times shall be for individual, family or small group activities like walking, playing catch, picnicking or the like and

shall not involve use of vehicles and shall not include large events, formal sporting activities or parties without the prior explicit consent of LESSEE. On any given day, the public's right to use the Premises shall cease one-half hour before the commencement of LESSEE'S scheduled event(s) and shall recommence one-half hour after completion of LESSEE'S last scheduled event.

Public use of the Badger Prairie Premises shall include the relocation of the Ice Age Trail across an undeveloped area in the northeasterly corner of said Premises to connect to a shared crossing of Cross Country Road and the westerly extent of the 50-foot Ice Age Trail segment north of Cross Country Road.

LESSEE will make reasonable efforts to keep the Enterprise Drive neighbors on the west boundary of the Badger Prairie Premises, the City of Verona, the Town of Verona, and any other interested neighbors or parties informed about planned events or changes at both the Premises. This may be done through a newsletter, website, letters or other postings . LESSEE agrees to hold public meetings in response to any questions or concerns at the request of any one or all of the following: Dane County, City of Verona, Town of Verona, or any neighborhood group. LESSEE must notify the County at least two weeks prior to any public meetings. LESSEE is not obligated to offer an annual opportunity to discuss operational issues.. The fence to be erected at LESSEE's sole expense between the Badger Prairie Premises and the Enterprise Drive neighbors should provide a gate at an official public access point per the original plat.

9. SITE PREPARATION. LESSEE shall be solely responsible for preparation of the Premises for construction of the soccer complex and its associated systems.

10. USE OF ADJACENT AREAS TO BE COMPATIBLE WITH USES PERMITTED UNDER THIS LEASE. LESSOR expressly agrees for itself, and its successors and assigns, to reasonably prevent any use of any adjacent Premises owned by LESSOR or in which LESSOR has a controlling interest, which use would directly interfere with, be a hazard to, or be incompatible with, LESSEE's operations on the Premises.

11. EFFECTIVE DATE. Unless an earlier date is specifically agreed to in a separate writing signed by both parties, this Lease Agreement shall take effect and be binding (the "Effective Date") on the first date by which this Lease Agreement is signed by all parties.

12. TERM. Except as specifically provided below in Section 14 regarding LESSOR'S "Early Exit Option", the initial term of this lease shall be for a period of fifty (50) years, commencing as of January 1, 1996, the effective date of the Lease Agreement (the "Commencement Date"), and ending as of the fiftieth anniversary date thereof. The Lease shall automatically be deemed to continue and be extended thereafter for one or more five-year (5) terms unless LESSOR serves written notice on LESSEE to vacate at least one hundred eighty (180) calendar days from the stated expiration date of the Lease or any five-year extension thereto. For each year of any one

or more of the optional five-year extensions granted to LESSEE, LESSEE shall owe additional rent of \$5,000 per year, with said rent payable to LESSOR in arrears on the last day of each such additional year. As used in this section, “year” means a period of 365 consecutive days, or in the case of a period of time encompassing February 29th, 366 days.

13. RENT. LESSEE shall pay \$3,950.00 per year on each anniversary date of the Commencement Date for the remainder of the initial term of this Lease Agreement. Any late payments are subject to interest on the amount which is late, from the date due until paid, at the Wisconsin legal rate now specified at Wis. Stat. § 138.04. Time is of the essence.

14. EARLY EXIT OPTION. LESSOR shall have the option to effect an early termination of the Lease Agreement, with or without cause, effective upon LESSOR’S choice of either the fortieth (40th) or forty-fifth (45th) annual anniversary dates of the Commencement Date, but may do so only on the following terms and conditions: To exercise this early exit option, LESSOR must give written notice of its intent to do so to LESSEE at least one hundred and eighty (180) days before the applicable 40th or 45th anniversary dates on which LESSOR wishes to effect the early termination and, upon the date the early termination is to become effective. LESSOR must pay LESSEE an amount equal to \$6,000 for each year by which the initial fifty (50) year term of the Lease Agreement is being shortened together with such just compensation for LESSEE’S improvements as is required pursuant to Section 28. LESSEE’S obligation to continue to pay the rent as specified above in Section 13 shall

cease on the date any early termination becomes effective. In no event shall LESSOR have the right to effect an early termination of the Lease Agreement, without cause, before the fortieth (40th) anniversary date of the Commencement Date.

15. MORTGAGE LOANS OBTAINED BY LESSEE;

SUBORDINATION BY LESSOR. At its option, LESSEE may at any time and from time-to-time during the initial term of this Lease Agreement, at its own expense, negotiate and obtain a loan or loans (and to extend, renew, refinance or replace any such loan or to negotiate and obtain a new loan or loans) which may be secured by a mortgage on the Premises or any part thereof and the improvements constructed or to be constructed thereon by LESSEE or any part thereof. LESSOR agrees to subordinate its rights in this lease to the rights of any mortgagees under any such mortgage (to the extent specified in subordination agreements requested by any such mortgage which LESSOR shall not unreasonably refuse to execute) provided that any such mortgage loan or loans or extension, renewal, refinancing or replacement thereof: (i) shall be made by, and may be in such principal amount and on such terms as may be obtained from, a bona fide institutional lender (hereinafter referred to as a "mortgagee"), including without limitation a mortgage banker, bank, trust company, savings and loan or building association, insurance company, or pension or profit-sharing fund; (ii) shall be due and payable in full at least five (5) years prior to the expiration of the initial term of this lease, with not more than one balloon payment which shall not exceed an amount equal to 60 monthly payments under the mortgage; (iii) shall regardless of the maturity date, provide for

monthly payments of an amount not less than the monthly payments which would be necessary to pay in full all interest and principal due on a direct amortization basis over a period ending not later than the date of expiration of this lease; (iv) shall impose no direct liability on LESSOR (the sole recourse of the mortgagee to be against, in order of priority, LESSEE, LESSEE's rights under this lease, and the improvements); (v) shall, in principal amount, not exceed (a) eighty-five percent (85%) of the appraised value of planned improvements or, (b) as to constructed improvements, ninety (90%) of the appraised fair market value thereof, in either case excluding the value of the land; and (vi) shall provide for notice to LESSOR of any default of LESSEE, with provisions allowing LESSOR to cure the default if LESSOR so chooses. Appraisals under this section shall be performed by independent appraisers approved by LESSOR. In the event LESSEE is in default under a mortgage loan or loans obtained by LESSEE under this section, LESSOR shall be entitled to terminate this Lease Agreement or make payments under the mortgage loan, or both, and add the expense of such payments to rents due under this Lease Agreement. In no event shall any mortgagee have recourse against LESSOR.

16. OPERATION OF EQUIPMENT. Subject to the approvals specified in Section 3, and at LESSEE's sole expense, LESSEE shall have the right to install, operate, maintain, repair and store all equipment on the Premises necessary for the operation of the facility.

17. PROTECTION OF LESSOR'S TITLE. LESSEE shall, by the prompt payment of disputed charges, claims or liens of any utility, materialman,

mechanic, laborer or any other persons or whatsoever, protect LESSOR's title to the Premises, providing that this section shall not be construed to prevent LESSEE from contesting any such charge, claim or lien at LESSEE's sole expense. In the event LESSEE shall fail to protect LESSOR's title by the prompt payment of any such disputed charge, claim or lien, LESSOR shall have the right at LESSOR's option of making such payment and thereafter, LESSOR shall have the right to recover the amount so paid from LESSEE as a claim against LESSEE.

18. PEACEFUL ENJOYMENT. LESSOR covenants and agrees with LESSEE that as long as LESSEE complies with the obligations imposed upon LESSEE by this Lease Agreement. LESSEE shall at all times during the term of the Lease Agreement have the right to peacefully have, hold and enjoy the leased Premises.

19. LESSOR'S OFFICIAL REPRESENTATIVE. County's Real Estate Officer, or his or her successor, is hereby designated as LESSOR's official representative with full power to represent LESSOR in dealings with LESSEE in connection with all matters arising under this Lease Agreement, excepting those powers specifically assigned to County's Parks Director under section 7 above.

20. MODIFICATION, TERMINATION OF AGREEMENT. All actions relating to policy determination, modification of this Lease Agreement, subsequent permissive authorization under this Lease Agreement, termination of this Lease Agreement, and any similar matters materially affecting the terms of this Lease

Agreement shall be by written agreement signed by appropriate representatives of LESSOR and LESSEE.

21. RIGHTS OF INSPECTION. LESSOR reserves the right to enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants and conditions of this Lease Agreement. LESSOR and LESSEE shall use their best good faith efforts to meet at the Premises (through their respective representatives) at mutually convenient times once or twice a year to discuss any matters pertaining to this Lease Agreement and the Premises.

22. CONDITION OF PREMISES. LESSEE takes the Premises “as is,” LESSEE being solely responsible for any existing conditions together with such remedial actions as shall be necessary to render the Premises suitable for LESSEE’s intended uses; provided that as between LESSOR and LESSEE, LESSOR shall indemnify, defend and hold harmless LESSEE from and against any and all losses, damages, expenses and costs which LESSEE may sustain or incur due to contamination or alleged contamination of the groundwater or soils on the Premises by means of toxic or hazardous waste spills by any prior user(s) of the Premises. This section shall not be construed as creating, modifying, abridging, reducing, expanding upon or eliminating any rights or obligations of persons or entities not parties to this agreement.

23. WASTE REMOVAL. LESSEE agrees to remove at LESSEE’s sole expense all trash, garbage, debris and the like, and agrees not to leave the same on any part of the Premises except temporarily in connection with the collection or removal

and then only in a sanitary manner in accordance with such rules as LESSOR may reasonably impose.

24. SNOW REMOVAL; GRASS MOWING. LESSEE agrees, at its sole expense, to perform any and all grass mowing and snow removal as LESSEE deems to be necessary, and LESSOR shall have no obligation with respect thereto.

25. MAINTENANCE OF PREMISES. LESSEE, at its sole expense, shall maintain the Premises and the structures built thereon in a presentable condition. LESSEE shall repair all significant damages to the Premises or improvements thereon as necessary regardless of how or by whom caused, other than those caused by LESSOR, its agents, officers and employees. This provision includes the shelter building, well and septic system and related improvements presently at the Badger Prairie Premises, ordinary aging, depreciation and normal wear-and-tear excepted.

26. LESSOR'S RIGHT TO REMEDY AT LESSEE'S EXPENSE. In the event LESSEE shall fail, within a reasonable time after receipt of written notice from LESSOR, to keep and maintain the Premises and improvements thereon in good order and repair, as LESSOR may reasonably require, LESSOR shall thereupon have the right to enter the Premises and perform all necessary maintenance, the cost of which shall be borne by LESSEE. In the event LESSEE shall fail or refuse to pay the cost thereof within 60 days of receipt of a bill from LESSOR, LESSOR shall thereupon have the right to make the payment and thereafter LESSOR shall have the right to treat the amount so paid as additional rent due by LESSEE.

27. UTILITIES. LESSEE agrees to provide for its own connections with utilities and to make separate arrangements with the agencies responsible for these utilities. LESSEE shall pay for all utility service supplied to the Premises, and if required by the utility agencies as a condition of continuing said services, LESSEE will install and pay for standard metering devices for the measurement of such services and such other changes, alterations, modifications or revisions as any utility may from time to time require.

28. IMPROVEMENTS BY LESSEE. Subject to LESSOR's prior approval in the manner set forth in Section 3 of this Lease Agreement, LESSEE shall have the right to make improvements, modifications, revisions or other alterations to the Premises consistent with its proposed use of the facilities. LESSEE shall bear all costs in connection therewith. If the Lease Agreement is terminated by LESSOR prior to the expiration of the full initial 50-year term and LESSOR asks LESSEE to vacate the Premises, LESSOR shall compensate LESSEE for the reasonable fair market value at that time of any improvements to the real estate made by LESSEE which cannot reasonably be removed by LESSEE. If the parties cannot agree on the value of such improvements, they shall select an independent appraiser whose decision shall be final. The cost of the independent appraiser shall be shared equally by the parties. This compensation provision applies, *inter alia*, to the situations dealt with in Sections 14, 40 and 43. If LESSEE terminates early according to Section 42, all personal property of LESSEE and any improvements to the Premises made by LESSEE which are not removed by LESSEE

within ninety (90) days of such termination shall belong to LESSOR at no cost to LESSOR, and with no further claim of title or action by LESSEE.

29. NON-DISCRIMINATION; ACCESS TO PERSONS WITH DISABILITIES. During the term of this Lease Agreement, LESSEE agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential), an invitee or an applicant for membership, or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). LESSEE agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this section. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law. Similarly, also consistent with applicable state and federal law, LESSEE shall make reasonable efforts and take reasonable steps to accommodate and provide access to the Premises (including any improvements placed thereon) and to its membership and

programs for persons with disabilities. Nothing in the foregoing sentence, however, shall limit LESSEE's right to make reasonable rules and restrictions about activities, including participation in physical activities, games and practices, as may be necessary and prudent for the health, safety and welfare of the person or persons with disabilities or of LESSEE's other members or invitees to the Premises.

30. INDEMNIFICATION REQUIRED OF LESSEE. LESSEE agrees fully to indemnify, save, hold harmless and defend LESSOR and its officials, officers, agents and employees from and against all claims, suits and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence of LESSEE in connection with LESSEE's operations upon the Premises or incident thereto; provided however, that LESSEE shall not be liable under this section for any injury or damage or loss occasioned by the negligence of LESSOR or its agents or employees; and provided further, that LESSOR shall give to LESSEE prompt and reasonable notice of any such claims, suits or actions and LESSEE shall have the right to investigate, compromise and defend the same.

31. OTHER INDEMNIFICATION REQUIRED OF LESSEE. LESSEE will at all times indemnify, hold harmless and defend LESSOR and the Premises and improvements thereon from and against any and all assessments, charges, liens, penalties and claims for damages in any way hereafter able to, or payable for, or in respect of the Premises, or the use and occupancy thereof, during the term of this lease,

and will, upon written request of LESSOR, furnish to LESSOR for inspection and such use as may be proper in protecting the estate of LESSOR in the Premises, written evidence of any and all such payments.

32. INSURANCE REQUIRED. In order to protect itself and LESSOR, LESSOR's officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of sections 30 and 31 above, LESSEE will at all times during the term of this Lease Agreement keep in full force and effect comprehensive general liability insurance as to the Premises and, if it owns or leases any motor vehicle, auto liability insurance issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. LESSOR shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon the Effective Date of this Lease Agreement or as soon thereafter as is practical, LESSEE shall furnish LESSOR with a certificate of insurance listing LESSOR as an additional insured and, upon request, certified copies of the required insurance policies. If LESSEE's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the Effective Date of this agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, LESSEE shall maintain coverage for the duration of this Lease Agreement and for two years following the completion of this Lease Agreement. Upon request, LESSEE shall furnish LESSOR,

annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that LESSEE shall furnish the LESSOR with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either LESSEE or LESSOR may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by LESSEE. In the event any action, suit or other proceeding is brought against LESSOR upon any matter herein indemnified against, LESSOR shall give reasonable notice thereof to LESSEE and shall cooperate with LESSEE's attorneys in the defense of the action, suit or other proceeding. LESSEE shall furnish evidence of adequate Worker's Compensation Insurance. The provisions of this section may be modified to better fit the needs and situations of the parties, but only with LESSOR's Risk Manager's advance written approval.

33. PROPERTY INSURANCE. LESSEE, at rates and on terms it deems appropriate, shall insure or otherwise protect itself as it deems appropriate against losses, by fire, theft, or other cause, of any personal property of the LESSEE, its agents, employees or officers which is located on the Premises.

34. INDEMNIFICATION REQUIRED OF COUNTY. LESSOR shall indemnify, save, hold harmless and defend the LESSEE, its officials, officers, agents and employees from and against all claims, suits and actions and all expenses incidental to the investigation and defense thereof and all damages related to or arising therefrom, based upon or arising out of damages or injuries to third persons or their

property which either occurs in regard to any development or use by LESSOR of the Strip referred to above in Section 1 or are caused by the fault or negligence of LESSOR, its officers, agents, employees, guests, patrons, or invitees, all to the extent and in the manner required by Wisconsin law, provided that LESSEE shall give notice of any such claim, suit or action within 30 days of receipt by LESSEE. LESSOR represents and covenants that it has good title to the Premises and agrees to indemnify, defend and hold LESSEE harmless from, and in regard to, any defects or problems in regard to LESSOR's title to the Premises which adversely affect LESSOR's ability to honor its obligations herein to LESSEE for the full term of this Lease. LESSEE does not assume any responsibility for, or liability in regard to, any development and use of the Strip by LESSOR or its assigns or invitees.

35. COMPLIANCE BY LESSEE. LESSEE agrees reasonably, promptly and effectively to comply with all applicable and lawful statutes, rules, orders, ordinances, requirements and regulations of the State of Wisconsin, the federal government and any other government authority having jurisdiction over the Premises and structures to be erected thereon. LESSEE may in good faith dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. LESSEE agrees that any such contest shall be prosecuted to a final conclusion as

speedily as possible and that it will hold LESSOR harmless with respect to any actions taken by any lawful governmental authority with respect to the Premises.

36. CLAIMS AGAINST LESSEE. Any and all claims of LESSOR against LESSEE shall bear interest at the Wisconsin Legal Rate from the date paid by LESSOR until reimbursed by LESSEE.

37. TAXES. LESSOR shall be solely responsible for any and all real estate taxes imposed on the Premises or any part thereof, and LESSEE shall be solely responsible for any personal property taxes imposed on LESSEE's property located or kept on the premises. Unpaid personal property taxes may be paid directly by LESSOR and treated as a claim against LESSEE.

38. NO TRANSFER OR ASSIGNMENT. LESSEE shall not transfer or assign its duties or obligations under this Lease Agreement without the prior written approval of LESSOR. LESSEE may enter into contracts, subleases or shared-use agreements with one or more of its member non-profit soccer clubs or others as to particular fields, buildings or portions of the Premises provided, however, that, in doing so, LESSEE does not limit, alter or impair its obligations and duties to LESSOR pursuant to this Lease Agreement.

39. TITLE TO IMPROVEMENTS. Title to all improvements erected by LESSEE on the Premises shall be vested in and remain with LESSEE for and during the entire initial term of this Lease Agreement and any renewal or extension term, but, at the expiration or other termination of this Lease Agreement, such improvements as

LESSEE does not remove and take with it shall belong to LESSOR, free and clear of all liens and in reasonable repair, except for normal wear and tear, but subject to any LESSOR-approved subleases. The reimbursement provisions of Section 28 apply only to a termination of the Lease Agreement prior to the expiration of the full initial 50-year term of the Lease Agreement. LESSEE further agrees that any maintenance and repair work, alterations, replacements and additions in connection with the improvements shall be of reasonable workmanship and quality. LESSEE covenants and agrees promptly to pay all sums legally due and payable on account of any labor performed on, or material furnished for the Premises. LESSEE further agrees not to permit any mechanic's or materialman's liens to stand against the Premises on account of labor performed or material furnished, subject to LESSEE's right to challenge any such lien. LESSOR may elect to treat any unpaid mechanic's or materialman's lien, which is not then actively being challenged by LESSEE, as a claim against LESSEE.

40. RIGHTS UPON TERMINATION. Upon termination of this Lease Agreement, and subject to the reimbursement provisions of Section 28, LESSEE's rights herein shall cease and LESSEE shall immediately surrender its rights to use of the Premises in an 'as is' condition. LESSEE shall be entitled to remove any and all personal property but shall leave in place all attached fixtures. For purposes of this section, the term 'attached fixtures' does not include soccer goals, bleachers, and outdoor field lights and telephones. Any and all property of LESSEE not removed shall become a part of the

land on which it is located and title thereto shall thereupon vest in LESSOR. LESSEE shall have no obligation for any rent due after the date of any termination.

41. USE PERMIT. LESSOR agrees to assist and cooperate with LESSEE in obtaining whatever conditional or use permit is necessary to LESSEE's intended use of the Premises, provided that LESSEE shall reimburse LESSOR for any out-of-pocket expenses incurred in connection therewith. This section shall not be construed as a guarantee by LESSOR that its Zoning and Natural Resources Committee will issue any such conditional use permit and LESSEE's application for such a permit shall be decided on its own merits, independent of this Lease Agreement.

42. TERMINATION OF LEASE BY LESSEE. LESSEE may terminate this Lease Agreement without penalty or further obligation to pay any rent not yet due at any time on not less than sixty (60) days notice to LESSOR, provided that there is not then in effect a mortgage involving a subordination of LESSOR's interests in the Premises.

43. TERMINATION OF LEASE BY LESSOR. LESSOR may terminate this Lease Agreement at any time on not less than sixty (60) days written notice to LESSEE upon the happening of any one of the following events: The filing by LESSEE of a voluntary Chapter 7 petition in bankruptcy; the institution of proceedings in bankruptcy against LESSEE and the adjudication of LESSEE as a Chapter 7 bankrupt pursuant to such proceedings; the taking of jurisdiction over LESSEE and its assets pursuant to liquidation proceedings brought under the provisions of any Federal

Bankruptcy Act; court-approved liquidation of LESSEE under any general assignment for the benefit of LESSEE's creditors; the divestiture of LESSEE's estate herein by other operation of law; the clear and total abandonment by LESSEE of the Premises, except in connection with its surrender to an approved assignee, sublessee or other party succeeding to LESSEE's interest hereunder; or the uncured default, after reasonable written notice, by LESSEE in the performance of any material covenant or agreement required herein to be performed by LESSEE. Notwithstanding the foregoing this Lease Agreement may be terminated by LESSOR on LESSEE's failure to cure, within 60 days after date of a written notice from Mortgagee to LESSEE, any material default under any mortgage LESSEE may have entered into with respect to the Premises.

44. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. If

LESSEE does not cure the default described in a notice under the section above within sixty (60) days after receipt of such written notice, LESSOR may deem this Lease Agreement terminated. LESSEE shall be deemed to be complying with a notice if, promptly after receipt of the notice, LESSEE takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for LESSOR and LESSEE offers to pay LESSOR all damages for the breach.

45. LESSOR'S ENTRY ON TERMINATION. On the effective date of termination, LESSOR may take immediate possession of the Premises and remove LESSEE's effects forcibly, if necessary, without being deemed guilty of trespassing.

46. NO WAIVER OF DEFAULT. Failure of LESSOR to declare this Lease Agreement terminated upon the default of LESSEE for any of the reasons set out above shall not operate to bar or destroy the right of LESSOR to cancel this Lease Agreement by reason of any subsequent violation of the terms of this Lease Agreement. Further, the acceptance of LESSEE's possession by LESSOR for any period after a default of any of the terms, covenants or conditions by LESSEE shall not be deemed a waiver of any right on the part of LESSOR to cancel this Lease Agreement.

47. NOTICES; WHERE SENT. Notices shall be sufficient if sent by certified mail, postage prepaid, addressed to:

LESSOR:

Real Estate Coordinator
Dane County Land & Water Resources
5201 Fen Oak Dr., #208
Madison, WI 53718

with a copy to:

Corporation Counsel
Dane County
210 Martin Luther King Jr. Blvd, #418
Madison, WI 53703

LESSEE:

MAYSA
c/o Executive Director
4616 Verona Road
Madison, WI 53711

with a copy to:

Brody C. Richter
DeWitt LLP
2 E. Mifflin St.
Suite 600
Madison, Wisconsin 53703

or such other addresses as the parties may designate to each other in writing from time to time. Notices shall be deemed delivered as of the date of postmark if sent by ordinary mail, postage prep aid.

48. WRITTEN LEASE AGREEMENT SUPERSEDES ORAL NEGOTIATIONS. All terms and conditions with respect to this Lease Agreement are

expressly contained herein and both parties agree that no representative or agent of LESSOR or LESSEE has made any representation or promise with respect to this Lease Agreement not expressly contained herein.

49. SEVERABILITY OF PROVISIONS. In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision of this Lease Agreement.

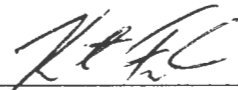
50. RELATIONSHIP OF LESSOR AND LESSEE. It is expressly understood that LESSOR shall not be construed or held to be partner or associate of LESSEE in the conduct of LESSEE's affairs, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain that of LESSOR and LESSEE.

51. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties and supersedes any and all oral or written communications and negotiations leading hereto.

IN WITNESS WHEREOF, the said parties have caused this Lease Agreement to be executed, effective as of the date by which authorized representatives of the parties hereto have affixed their respective signatures, as indicated below.

[signatures on next page]

FOR MAYSA (LESSEE)

By: 
Name: Kurt Femrite
President

Dated: 9-30-19

By: 
Name: Chris Lay
Its Executive Director

Dated: 9.30-19

* * *

FOR COUNTY (LESSOR)

By: _____
Name: Joseph T. Parisi
County Executive

Dated: _____

By: _____
Name: Scott McDonell
County Clerk

Dated: _____

EXHIBIT A MAP OF REDDAN PREMISE LEASE EXPANSION



MAYSA Lease Expansion - 2013

Created: 12/22/2010 Amended: 1/28/2013
By: adesmidt By: G. Plummer

H:\LandAcquisition\AcquisitionProjects\Verona\MAYSA\Map\road\Maysa Expansion.mxd



1 inch = 300'

Legend

- Tax Parcels
- Existing Maysa Lease
- 2013 Expansion

EXHIBIT B
BADGER PRAIRIE PREMISES
LEGAL DESCRIPTION

A PART OF THE NE1/4 OF THE NE1/4 OF SECTION 15, T6N, R8E, TOWN OF VERONA, DANE COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE N88°34'43"W 160.00 FEET TO THE POINT OF BEGINNING; THENCE N88°34'43"W 1167.44 FEET; THENCE S01°13'34"E 755.70 FEET; THENCE N85°52'00"E 1163.05 FEET; THENCE N00°48'45"W 642.80 FEET TO THE POINT OF BEGINNING. SAID LEASE PARCEL CONTAINS 18.68 ACRES AND SUBJECT TO CROSS COUNTRY ROAD OVER THE NORTHERLY STDE THEREOF