

Res 389

Dane County Contract Cover Sheet

Dept./Division	LWRD / Administration
Vendor Name	Friends of Silverwood Park, Inc.
Vendor MUNIS #	24920
Brief Contract Title/Description	This is a 10 year lease to the Friends of Silverwood Park, Inc. for the farmstead area including all of the structures at Silverwood County Park.
Contract Term	40 years 1/1/20 - 12/31/29
Total Contract Amount	\$ 0

Contract # <small>Admin will assign</small>	13908
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 checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input 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	\$

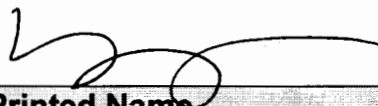
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.			Res # 389
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			Year 2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	1-17-20		
du	Controller		1/21/20	
PCP	Purchasing	1/22/20	1/22/20	
Jo	Corporation Counsel	1/21/2020	1/21/2020	
al	Risk Management	1/22/2020	1/22/2020	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	John Steines
Phone #	608-224-3761	Phone #	
Email	smith.sharene@countyofdane.com	Email	jsteines@gmail.com
Address	5201 Fen Oak Dr., Madison, WI 53718	Address	PO Box 304, Edgerton, WI 53534

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
		1/15/20
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
Corporation Counsel	Comments	

APPROVE FARMSTEAD LEASE AT SILVERWOOD COUNTY PARK

Silverwood County Park, located in the Town of Albion in southeastern Dane County, was donated by Irene Silverwood in 2002 to be used for recreation, conservation, research, education and agricultural purposes. The property includes a farmstead area on approximately 2.3 acres that includes a historic Stone House, farm buildings and agricultural structures.

The county, in conjunction with the Friends of Silverwood Park (FOSP), completely renovated the Stone House into a visitor center. The FOSP use the Stone House for office space, programming education, meetings and special events. The remaining farm buildings and structures are utilized by the FOSP's for programing and the storage of farming equipment, tools and supplies.

Parks recommends granting a ten year lease to FOSP to formalize their use maintenance and management of the farmstead area and buildings. The FOSP will continue to use the farmstead area at no charge. In lieu of rent, FOSP will be required to submit an annual report detailing accomplishments, programming, revenues and expenditures, and planning to Dane County Parks.

NOW THEREFORE BE IT RESOLVED that the Dane County Board of Supervisors approve the above described Lease and the Dane County Executive and County Clerk be authorized to execute the Lease contract with FOSP;

BE IT FINALLY RESOLVED that the Land & Water Resources Director, Dane County Parks Director and Real Estate Coordinator be authorized to act as the County's representative in administering the lease.

FARMSTEAD LEASE

THIS LEASE ("Lease") is entered into as of this ____ day _____ of 2020 (the "Lease Date"), by and between County of Dane, a quasi-municipal organization located in Dane County, Wisconsin ("Landlord"), whose address is 5201 Fen Oak Court, Madison, WI 53718-8812, and the Friends of Silverwood Park, Inc, a qualified non-profit nonstock corporation under Chapter 181, Wis. Stats. ("Tenant"), whose address is 771 Silver Lane, Edgerton, WI 53534.

WITNESSETH:

WHEREAS, in 2002 Irene Silverwood donated park land to Landlord with the stipulation that the Landlord maintain her land as a farm, and as a public park with an educational focus;

WHEREAS, Landlord's Master Plan for Silverwood Park, developed in 2016, confirms Irene Silverwood's stipulation "...by encouraging the presence of partner organizations that can create and support agricultural education at the Park. As time and resources allow, Dane County Parks will work cooperatively with the Friends of Silverwood County Park, as well as with other organizations that are working with the Friends, to support agricultural education and related activities."

WHEREAS, Tenant, established in 2013, has developed a mission and vision statements for Silverwood Park that reflect a stewardship approach to the natural assets in the park (soil, water, vegetation, animals & insects) and an innovative, forward-looking approach to park programming with specific emphasis on education:

Silverwood Park educates the public on the broad and diverse aspects of Wisconsin agriculture – past, present and future. The park celebrates the rich cultural history of agriculture in Dane County as well as demonstrating innovative agricultural practices and land stewardship that sustains the land for future generations.

Vision statements:

1. *Provide educational facilities, job training, and resources for the public, farmers, and youth to learn how food, fuel and fiber are grown processed and distributed.*
2. *Provide access to a demonstration farm which offer opportunities for agriculture research to grow crops that have cultural, historical and economic significance.*
3. *Support the production of food, fuel and fiber to demonstrate environmental health, economic profitability, and social and economic equity.*

WHEREAS, Tenant desires to enter into a Lease Agreement with the Landlord in order to develop and maintain Silverwood Park as a public facility to provide opportunities for public recreation and for educational programs that include focus on sustainable and regenerative

agriculture (including organics, agroforestry, permaculture, native plant restoration, silvopasture and other components), and integration of those programs with opportunities to promote recreation, art, and public health goals as supported in the 2018-2023 Dane County Parks and Open Space Plan.

WHEREAS, Landlord owns land known as Silverwood County Park which is partially described as follows:

Part of the South ½ of the SW ¼ and that part of the NE ¼ of the SW ¼ of Section 13, and the north ½ of the NE ¼ between Silver Lane and Bingham Road all in T05N, R12E, Town of Albion, Dane County located at 771 Silver Lane, Albion, WI.

WHEREAS, Landlord and Tenant wish to work collaboratively and operate Silverwood County Park as a public-nonprofit partnership whereby the Tenant is the primary manager of the farmstead including but not limited to the Stone House, farm buildings and structures and agricultural lands which are located within Silverwood County Park, and the Landlord is the primary manager of the remaining Park lands;

WHEREAS, Tenant and Landlord desire to enter into this Lease for the purposes of outlining the rights and responsibilities of the Tenant in respect to the leased area;

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, Landlord and Tenant agree as follows:

1. **PREMISES.** Landlord leases to Tenant, and Tenant leases from Landlord, the farm buildings and structures and the identified surrounding land, located at 771 Silver Lane, Edgerton, WI (“the Premises” as depicted on the attached Exhibit A, Map of the Premises) No rights or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in this Lease.
2. **LEASE TERM.** The term of this Lease shall be for a period of ten (10) years, commencing on the first day of January, 2020 (“Commencement Date”) and terminating on the 31st day of December, 2029. The Lease shall automatically be deemed to continue and be extended thereafter for one or more five-year (5) terms unless Landlord serves written notice to Tenant to vacate at least one hundred eighty (180) calendar days from the stated expiration date of the Lease or any five-year extension thereto.
3. **USE OF PREMISES.** Tenant shall be entitled to use the Premises to operate gardening, agricultural and natural resource programs, and, in connection therewith to maintain and improve the Premises in accordance with the Park Master Plan. Tenant is responsible to construct and maintain buildings and improvements related to gardens, agriculture and natural resources, not limited to the following: gardens, fencing, water distribution systems, picnic areas, child play areas, driveways, and parking areas. Tenant may maintain a storage area and an office space with the prior written permission of Landlord, Tenant may make improvements not expressly granted herein. Maintenance, alteration or construction of buildings, improvements, and their associated systems shall be at Tenant’s sole expense, unless otherwise agreed to. Tenant shall be responsible for securing all state and local

permits and approvals that may be necessary for use of the Premises and for meeting all state and local codes and regulations that may be necessary for the use of the Premises. Tenant may maintain an office on the Premises.

4. SURRENDER. On the last day of the term of this Lease, or any extension or renewal thereof, or on any sooner termination, Tenant shall surrender the Premises in the same condition as the Premises existed on the Commencement Date, broom clean, reasonable wear and tear excepted, Tenant improvements and Landlord's Work excepted.
5. RIGHT OF ENTRY. Landlord and its authorized representatives shall have the right to enter the Premises at all times, to inspect the Premises, to abate nuisances, to cure dangerous conditions or repair waste, and to make repairs, alterations, improvements or additions to the Premises or to the Buildings as Landlord may reasonably deem necessary, including those to be performed by Tenant, without the same constituting an eviction of Tenant in whole or in part, and rent shall not abate as a result of such entry. Landlord reserves the right to use the Premises in any way that does not interfere with Tenant's rights pursuant to this Lease.
6. SECURITY DEPOSIT. There shall be no security deposit payable by Tenant for this Lease.
7. RENT. Tenant shall pay the sum of \$0 in rent annually. In lieu of rental payment, Tenant shall submit an annual report to Landlord by February 1st of the following year that details the following:
 - a. Alterations and/or improvements
 - b. Accomplishments
 - c. Programming
 - d. Itemized budget of revenues and expenditures related to Premises
 - e. Other relevant information, including any issues or concerns.
 - f. Plans/Projects for upcoming year.

Landlord shall work with Tenant to review and approve any proposed plans/projects included in the annual report for each year in a timely manner. Any projects proposed after the annual report has been submitted shall require a minimum 45 day review period. If plans/projects are within the scope of the Master Plan, Landlord's approval shall not be unreasonably withheld. If the proposals are determined to be outside the scope of the Master Plan, Landlord shall evaluate if the proposal is appropriate and may take necessary actions to submit the proposal for approval which may include but is not limited to public meetings and Park Commission reviews. Proposal approval shall be determined by outcome of said actions.

8. CONSTRUCTION LIENS. Tenant shall pay when due, and indemnify, defend and hold Landlord harmless from, all claims for labor or materials furnished or alleged to have been furnished to Tenant for use in the Premises, which claims are or may be secured by any construction lien against the Premises or any interest therein. Tenant shall not permit any

liens under the construction lien law to be filed against the Premises or any interest therein and shall immediately obtain a release from any lien so filed.

9. REMOVAL OF IMPROVEMENTS. All trade fixtures, furniture, furnishings and signs installed in the Premises by Tenant and paid for by Tenant shall remain the property of Tenant and may be removed upon the expiration or termination of this Lease; provided that any of such items as are affixed to the Premises and require severance may be removed only if Tenant repairs any damage caused by such removal and that Tenant shall have fully performed all of the terms, conditions and covenants to be performed by Tenant under this Lease. If Tenant fails to remove such items from the Premises by the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings and signs shall become the property of Landlord, unless Landlord elects to require their removal, in which case Tenant shall, at its sole cost and expense, promptly remove the same and restore the Premises to their prior condition. Any buildings erected by the Tenant shall run with the Premises and shall remain on the Premises after the expiration or termination of this Lease. The covenants contained in this Section shall survive the expiration or termination of this Lease.

10. TENANT'S OBLIGATIONS. Tenant shall keep the Premises and every part thereof and any fixtures, facilities or equipment contained within or serving the Premises, in good condition and repair. Tenant shall keep the Premises clean, attractive in appearance and in good repair at all times. Tenant shall have all trash generated from the Premises removed on a regular basis.

11. MAINTENANCE. Tenant shall be responsible for all indoor and outdoor maintenance, both routine and non-routine, and repairs of the Premises including but not limited to lawn care, maintaining the Stone House on the Premises, including repairs, paint, roof repairs or replacement as deemed necessary by the Landlord. Tenant may choose to perform interior and exterior updates and repairs at its own cost. Said work by Tenant shall be done in a good workmanlike manner.
 - a. Landlord shall provide seasonal inspection of the main mechanical systems in the Stone House Visitor Center including water, sewer and HVAC, and will repair and replace as necessary.
 - b. Landlord and the Town of Albion shall be responsible for snow plowing and mowing for access to the property and facilities.
 - c. Landlord will provide snow removal from the Premises through a contract with the Town of Albion. Tenant will be responsible for snow removal if the Town is unable or unwilling to continue with the contract. Tenant will be responsible for all other outdoor maintenance, including lawn care and any snow removal beyond that provided by the Town of Albion.
 - d. Tenant is responsible restroom cleaning and providing soap, paper towels and other amenities, snow and ice removal for walkways and building access points. Tenant will also provide for additional mowing needed for its special activities and events.

12. UTILITIES. Tenant shall be solely responsible and shall pay when due all charges for water, electricity and gas utility services used in or supplied to the Premises, beginning on the Commencement Date. Tenant shall be solely responsible for all other utility charges, including, but not limited to, electrical upgrades, water upgrades, telephone and data connection and service.

13. TAXES. Tenant is not responsible for any municipal, county and state or federal taxes assessed against the Premises.

14. COMPLIANCE WITH LAWS. Tenant shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of Landlord, the Town of Albion, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Premises. Tenant may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. Tenant agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold Landlord harmless with respect to any actions taken by any lawful governmental authority with respect thereto unless Tenant prevails in such proceedings.

15. ENVIRONMENTAL.

- A. Hazardous Substances: Indemnification. Tenant represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable Environmental Laws as hereinafter defined. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release by Tenant of such hazardous substance and any damage, loss, or expense or liability resulting from such release, including reasonable attorneys' fees, costs and penalties incurred as a result thereof, except any release caused by negligence or intentional acts of Landlord, its employees and/or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.
- B. Definitions. As used herein, "Environmental Laws" shall mean any federal, state and local laws including statutes, regulations, rulings, orders, administrative interpretations, guidance documents or memoranda and other governmental restrictions and requirements relating to the creation or discharge of solid waste,

hazardous substances, hazardous waste, air pollutants, water pollutants or process wastewater or otherwise relating to the environment or hazardous substances including, but not limited to, applicable Wisconsin Statutes, the Federal Toxic Substances Control Act, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986, regulations of the Federal Environmental Protection Agency or state environmental protection agency or Department of Natural Resources or Environmental Quality now or at any time hereafter in effect.

- C. Without limiting the generality of 16(B) above, during the term of this Lease, Tenant shall:
- i. Provide Landlord, immediately upon receipt thereof, with copies of any correspondence, notice, pleading, citation, notice of noncompliance, notice of violation, indictment, complaint, order, decree or other document from any source asserting or alleging violation upon the Premises by Tenant or Subtenants of any Environmental Laws, or asserting or alleging a circumstance or condition upon the Premises which may require a financial contribution by Tenant or a cleanup, remedial, action or other response, including investigation, by or on the part of Tenant under any Environmental Laws;
 - ii. Permit Landlord, in the event Landlord has reasonable cause to believe there exists a condition or circumstance created by Tenant, Subtenants, employees, or invitees during the term of this Lease warranting an environmental inspection or audit, and upon written notice to Tenant, to retain an architect, environmental consultant or professional engineer selected by Landlord to perform an environmental inspection and/or audit of the Premises to evaluate Tenant's compliance with Environmental Laws, and to test for hazardous substances on the Premises, and for risks associated with exposure to hazardous substances. Tenant shall permit Landlord and its employees and agents access to the Premises and the books and records of Tenant as necessary for the performance of the environmental inspection and/or audit. If the condition or circumstance warranting the inspection, audit or testing arose in whole or part from the acts or omissions of Tenant, its employees or invitees, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in performing any inspection, audit, testing and evaluations and in retaining professionals for such purposes; and
 - iii. At its expense, remove or contain any hazardous substances on the Premises that were brought onto the Premises by Tenant, Subtenants, employees or invitees during the term of this Lease, or perform other investigation or remediation or corrective action as required by Landlord in its sole discretion, if any time it is determined that such hazardous substances present a health hazard on the Premises or are required to be

investigated, removed, contained or remediated or other corrective action is required by any Environmental Laws or regulatory authority.

16. INSURANCE AND INDEMNIFICATION.

- A. Tenant shall indemnify, hold harmless and defend Landlord, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which Landlord, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of this Lease, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of Landlord, its agencies, boards, commissions, officers, employees or representatives. The obligations of Tenant under this paragraph shall survive the expiration or termination of this Lease.
- B. In order to protect itself and Landlord, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, Tenant shall, at Tenant's own expense, obtain and at all times during the term of this Lease keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Lease and otherwise, Tenant agrees to preserve Landlord's subrogation rights in all such matters that may arise that are covered by Tenant's insurance. Neither these requirements nor Landlord's review or acceptance of Tenant's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the Tenant under this Lease. Landlord expressly reserves the right to require higher or lower insurance limits where Landlord deems necessary.
- i. Tenant agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury Liability, Premises-Operations and Fire Liability. In addition, Tenant shall obtain Comprehensive Property Damage Liability Insurance for full replacement value of the Premises. The policy shall list DANE COUNTY as an Additional Insured.
- C. Upon execution of this Agreement, Tenant shall furnish Landlord with a Certificate of Insurance listing DANE COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If Tenant's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Lease, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, Tenant shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Tenant shall furnish Landlord, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that Tenant shall furnish Landlord 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 Tenant or Landlord may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Tenant. In the event any action, suit or other proceeding is brought against Landlord upon any matter herein indemnified against, Landlord shall give reasonable notice thereof to Tenant and shall cooperate with Tenant's attorneys in the defense of the action, suit or other proceeding

- D. The parties do hereby expressly agree that Landlord, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Lease, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by Landlord's Risk Manager.

20. TENANT WAIVERS OF EMINENT DOMAIN BENEFITS AND AWARD.

- A. In the event of the Tenant's vacation of the Premises or if Landlord terminates this Lease pursuant to the provisions of this Lease, Tenant hereby waives any rights against Landlord that may be construed to accrue to Tenant, its successors and assigns, by provisions of Section 32.19 of the Wisconsin Statutes, as amended.
- B. In the event the Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purposes by any authority, other than Landlord, in appropriation proceedings or by any right of eminent domain, the entire compensation award therefore, including, but not limited to, all damages and compensation for diminution of value of the leasehold, reversion and fee, shall belong to Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all of its right, title and interest to any such award. However, Tenant shall have the right to recover from any condemning authority, other than Landlord, such compensation as may be separately awarded to the Tenant for moving and relocation expenses.

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

- A. The filing by Tenant of a voluntary petition in bankruptcy;
- B. The institution of proceedings in bankruptcy against Tenant and the adjudication of Tenant as bankrupt pursuant to such proceedings;
- C. The taking by a court of competent jurisdiction of Tenant's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act;
- D. The appointment of a receiver of Tenant's assets;
- E. The divestiture of Tenant's estate herein by other operation of law;
- F. The abandonment by Tenant of the Premises. Abandonment shall not be deemed to occur while rental payments are current;

- G. The use of the Premises for an illegal purpose;
- H. The failure of Tenant to pay when due any rent or any other monetary sums due pursuant to the terms of this Lease;
- I. The failure of Tenant to use the Premises for the purpose identified in Section 1 herein; and
- J. 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.

Failure to send a notice shall not be construed as a waiver of such breach or as to any subsequent breach.

22. LANDLORD'S REMEDIES. If any default by Tenant shall continue uncured after thirty (30) days written notice of default from Landlord to Tenant, Landlord has the following remedies, in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative.

- A. Termination of Lease. Landlord may at Landlord's election 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 sum then due to Landlord or from any claim for damages previously accrued or then accruing against Tenant. Should Tenant abandon the Premises and Landlord elect to reenter as herein provided, or if Tenant's right to possession is terminated by Landlord because of a breach of the Lease by Tenant, this Lease shall, at Landlord's written election, terminate and Landlord shall be entitled to recover from the Tenant (i) unpaid rent which has been earned at the time of termination, and (ii) as liquidated damages and not as a penalty a sum of money equal to the rent and rental loss to be paid by Tenant to Landlord for the remainder of the term of this Lease. In the event of termination under this Subparagraph, any prepaid rent shall be retained by Landlord.
- B. Termination of Possession. Landlord may at Landlord's election terminate Tenant's right to possession only, without terminating the Lease, following a breach of the Lease by Tenant. Upon termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and vacate the Premises immediately and possession thereof to Landlord, and Tenant hereby grants to Landlord the immediate right to enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof with or without process of law, and to repossess the Premises as Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom, without such entry and possession terminating the

- Lease or releasing Tenant from Tenant's obligation to pay the rent and to fulfill all other of Tenant's obligations under this lease for the full term of this Lease. Landlord shall be entitled to recover from Tenant (i) unpaid rent which has been earned at the time of termination, and (ii) as liquidated damages and not as a penalty a sum of money equal to the rent and rental loss to be paid by Tenant to Landlord for the remainder of the term of this Lease. Notwithstanding any remedial action taken hereunder by Landlord short of termination, including reletting the Premises to a substitute Tenant, Landlord may at any time thereafter elect to terminate this Lease for any previous default.
- C. Storage. Landlord may at Landlord's election store Tenant's personal property and trade fixtures for the account and at the cost of Tenant.
- D. Reletting of Premises. Landlord shall make every effort to relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord may decorate or may make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such decorations, repairs, changes, alterations and additions, the expenses of such reletting and the collection of the rent accruing therefrom (including, but not limited to, attorneys' fees and brokers' commissions), to satisfy the rent and other charges herein provided to be paid for the remainder of the term of this Lease, Tenant shall pay to Landlord promptly any deficiency, and Tenant agrees that Landlord may file suit to recover any sum falling due under the terms of this paragraph from time to time.
- E. Rent. The terms "rent" or "rental" as used in this Lease shall be deemed to be and to mean the Base Rent and such other sums, if any, required to be paid by Tenant pursuant to the terms of this Lease. The term "rental loss" as used in this Lease shall be deemed to include, but shall not be limited by implication, all repossession costs, brokerage commissions, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation of the Premises or parts thereof for reletting.
- F. Diligent Efforts. Notwithstanding anything to the contrary in this Section, in the event of Tenant's default, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within the thirty (30) days after Landlord's notice thereof, then Tenant shall be deemed to be complying with such 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. In the event of termination under this Subparagraph, any prepaid rent shall be retained by Landlord.
23. TENANT REMEDIES. If Landlord shall fail to perform any covenant, term or condition of this Lease required to be performed by Landlord, as a consequence of such default, Tenant may exercise any and all rights and remedies available to Tenant under law or in equity.

24. **LANDLORD MAY PERFORM.** Landlord shall have the right at any time, after ten (10) days written notice to Tenant (or 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 attorneys' 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.
25. **TENANT RIGHT TO TERMINATE.** Tenant may, upon one hundred twenty (120) days written notice prior to the end date of any Lease Year, including the Partial Lease Year, terminate this Lease.
26. **ASSIGNMENT AND SUBLEASE BY TENANT.** Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, without Landlord's prior written consent, except Tenant may permit and/or charge for the use of portion of the Premises by third parties for leasing space for vending, food and beverage services during programs and events. No third party use shall relieve Tenant of its obligations pursuant to this Lease.
27. **NO RELEASE OF TENANT.** Notwithstanding anything to the contrary contained in this Lease, and regardless of Landlord's consent, no such assignment, encumbrance, subletting, transfer, lease or other permission for the use or occupancy of all or any part of the Premises shall release Tenant of Tenant's obligation to pay the rent and to perform all other obligations to be performed by Tenant under this Lease. Tenant and each such assignor further agree that Landlord may deal with the tenant in possession without notice to, and without the consent of, Tenant or any such assignor, and any and all extensions of time, modifications, or waivers shall be deemed to be made with the consent of Tenant and any such assignor. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment.
28. **NOTICES.** All notices to be given under the terms of this Lease shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below:

For Landlord: Dane County Land & Water Resources Department
5201 Fen Oak Court, Room 208
Madison, WI 53718-8812
Attn: Real Estate Coordinator

For Tenant: Friends of Silverwood
PO Box 304
Edgerton, WI 53534
Attn: President

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

29. WAIVERS. No waiver by Landlord of any provision of this Lease shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not constitute a waiver of any breach by Tenant even if Landlord knows of such breach at the time of acceptance of such rent.
30. HOLDING OVER. Tenant shall surrender the Premises upon the expiration or termination of the term of this Lease. Any holdover not consented to by Landlord in writing shall not result in a new tenancy or interest and, in such case, Landlord may treat Tenant as a trespasser.
31. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
32. COVENANTS AND CONDITIONS. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.
33. BINDING EFFECT; CHOICE OF LAW. This Lease shall bind the parties, their heirs, personal representatives, successors and assigns. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.
34. AUTHORITY. If Tenant executes this Lease as a corporation, limited liability company or partnership, Tenant represents and warrants that Tenant is a duly authorized and existing corporation, limited liability company or partnership, that Tenant has and is qualified to transact business in Wisconsin, that the corporation, limited liability company or partnership has full right, authority and power to enter into this Lease and to perform its obligations under this Lease, that each person signing this Lease on behalf of the corporation, limited liability company or partnership is authorized to do so and that

this Lease is binding upon the corporation, limited liability company or partnership in accordance with its terms.

35. NON-DISCRIMINATION. Tenant agrees not to discriminate against any employee, subtenant or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Tenant further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Lease.

36. SEVERABILITY. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

END OF CONDITIONS.

In Witness Whereof, the undersigned Landlord and Tenant execute this Lease to be effective as of the day and date set forth above.

LANDLORD:

COUNTY OF DANE:

By: _____
Joseph T. Parisi, County Executive

By: _____
Scott McDonell, County Clerk

TENANT:

FRIENDS OF SILVERWOOD PARK, INC

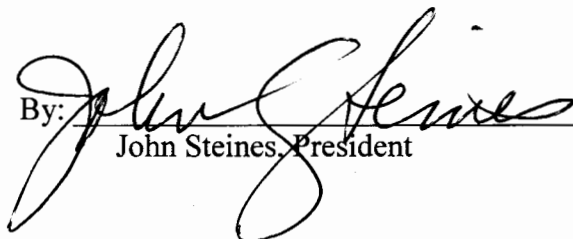
By:  _____
John Steines, President

Exhibit A - Friends of Silverwood Park, Farmstead Area



 Farmstead Area

0 150 Feet NORTH

