

Dane County Contract Cover Sheet

Revised 07/2023

BAF # 24128
 Acct: Seitz
 Mgr: Wuthrich
 Budget Y/N: N

Res 016
 significant

Dept./Division	Human Services / HAA		
Vendor Name	Occupy Madison Inc	MUNIS #	31386
Brief Contract Title/Description	Land and Building Leases with Occupy Madison for 201 South Stoughton Road, Madison Tiny Village Project.		
Contract Term	7/1/2024 - 7/1/2039		
Contract Amount	\$1.00		

Contract # Admin will assign	15496
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	Brenda Konkel
Phone #	608-242-6391	Phone #	608-305-4707
Email	dcdhscontracts@countyofdane.com	Email	brendakonkel@gmail.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 3100	Org: HSCAPPRJ	Obj: 58771	Proj:	\$ 1,000,000.00
	Year 2024	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	016
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Year	2024
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2024.05.15 16:43:17 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 5.15.24

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 5/16/24	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, May 16, 2024 12:05 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #15496
Attachments: 15496.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/16/2024 2:28 PM	Approve: 5/16/2024 2:28 PM
	Patten (Purchasing), Peter		Approve: 5/16/2024 12:31 PM
	Cotillier, Joshua		Approve: 5/16/2024 2:23 PM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15496
Department: Human Services
Vendor: Occupy Madison
Contract Description: Land & Building Leases for 201 S Stoughton Rd, Madison Tiny Village Project (Res 016)
Contract Term: 7/1/24 – 7/1/2039
Contract Amount: \$1.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

1 **2024 RES-016**

2 **APPROVING AGREEMENTS FOR A TINY HOUSE VILLAGE PROJECT AT 201 SOUTH**
3 **STOUGHTON ROAD IN THE CITY OF MADISON**
4 **DCDHS – HAA DIVISION**
5

6 The 2022 Dane County capital budget allocated funding of \$1,000,000 in funding to provide a
7 grant to a non-profit organization for the establishment of a Tiny House Village or similar
8 arrangement. A Tiny House Village is any site, lot, parcel, or tract of land designed and
9 maintained, intended or used for the purpose of supplying a location or accommodations for
10 more than three (3) Tiny Houses and may include all buildings intended for use as part of the
11 Tiny House Village. A tiny house is considered to be any movable sleeping or living quarters
12 used as an individual's place of habitation.
13

14 The Dane County Department of Human Services (DCDHS) Housing Access and Affordability
15 Division (HAA) seeks to award funding to Occupy Madison, Inc. develop a Tiny Housing Village
16 to be located at 201 S. South Stoughton Road, Madison. Occupy Madison was selected via an
17 application process to which it was the sole respondent.
18

19 The developed Tiny House Village will contain houses for 20 – 30 residents; a wood working
20 workshop and craft shop to build houses and items for Occupy Madison's store; community
21 space for meetings; and living facilities for residents to include common area, showers, laundry,
22 and kitchen facilities.
23

24 Occupy Madison will prioritize access to Tiny Houses for residents as follows: people
25 experiencing unsheltered homelessness and living in places not meant for human habitation,
26 primarily on the street, in tents or vehicles; people sleeping at shelter; and people who are
27 doubled up.
28

29 As part of the funding, the county will purchase the land and existing structure that will be
30 leased back to Occupy Madison.
31

32 NOW, THEREFORE, BE IT RESOLVED that the County Board Authorized the purchase of land
33 to be developed as a Tiny House Village by Occupy Madison, Inc., and
34

35 BE IT FURTHER RESOVLED that the County Board authorizes the lease of the land to Occupy
36 Madison, Inc., and the County Executive and County Clerk are authorized to execute the
37 leases;
38

39 BE IT FINALLY RESOLVED that the County Real Estate staff are authorized to execute
40 documents necessary to purchase the land and the Controller is authorized to make payments
41 necessary for these purchases.

LAND LEASE

In consideration of the mutual promises and covenants contained in this Lease, dated as of _____, 2024, County of Dane, Wisconsin (the "Landlord") and Occupy Madison, Inc., a private non-profit (the "Tenant") agree as follows:

1. PREMISES. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the vacant land described on Exhibit A attached hereto (the "Premises").

2. CONDITION OF PREMISES. Tenant acknowledges and agrees that Tenant is leasing the Premises "AS IS", and Landlord makes no warranties, express or implied, as to fitness, merchantability, use or condition of the Premises. Tenant leases the Premises without representation or warranty of Landlord, express or implied, in fact or by law, and without recourse, with respect to: (a) the condition of the Premises and (b) the ability to use the Premises for any particular purpose.

3. TERM. The Lease term shall commence upon the date hereof and shall terminate on the 15th year anniversary thereof.

4. RENT. Tenant has paid to Landlord on the date hereof the sum of One Dollar \$1.00 as rent for the Premises for the entire Lease term.

5. UTILITIES. Tenant shall be responsible for payment of all utilities, including electricity, sewer and water furnished to the Premises during the term of this Lease.

6. USE. The Premises shall be used as a Tiny House Village known as "OM – 3rd Village" (the "Residential Project"). Tenant will not use the Premises in any manner that may increase the insurance risk or prevent the obtaining of insurance.

7. MAINTENANCE AND REPAIR. Tenant shall, at its expense, keep and maintain the Premises in a good, clean, safe, secure and sanitary condition, and to that end shall perform any and all necessary repairs, replacements and maintenance to the Premises.

8. COVENANTS.

(a) Compliance with Laws. Tenant agrees to comply with all laws, orders, ordinances and regulations and with any direction made pursuant to law of any public officer, relating to Tenant's use of the Premises.

(b) Surrender. Tenant agrees upon the termination of this Lease for any reason to remove Tenant's personal property and those of any other persons claiming under Tenant, and to quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same are at the commencement of this Lease or thereafter may be improved by Tenant, reasonable use and wear, fire and other casualty loss excepted.

(c) Personal Property Taxes. Tenant agrees to pay, before delinquency, any and all taxes levied or assessed and which become payable during the Lease term upon Tenant's equipment, furniture, fixtures and other personal property located in the Premises.

(d) Real Estate Taxes and Assessments. Tenant agrees to pay, before delinquency, any and all real estate taxes and special assessments levied or assessed and which become payable during the Lease term upon the Premises.

(e) Signage. Tenant may place any signs on the Premises provided they comply with applicable municipal ordinances.

(f) Expenses of Operating the Premises. Tenant shall, at its expense, obtain any and all services related to the operation of the Premises that it desires, including without limitation the provision of landscaping services, snow removal, and supplies necessary for operation of the Premises in compliance with Section 6 hereof.

(g) Financing. Landlord shall not finance the Premises or otherwise encumber its interest in the Premises without Tenant's prior written consent. Tenant shall have the right to encumber its leasehold interest in the Premises and execute and deliver a collateral assignment hereof in connection with any such financing, and Landlord agrees to execute such consent to collateral assignment as Tenant's lender may reasonably require.

9. 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. Unless an emergency, Landlord shall provide Tenant with 48 hours of notice prior to entry.

10. INSURANCE. During the Lease term, Tenant shall keep in full force and effect, at its expense: (a) a policy of commercial general liability insurance covering the Premises, with a combined single limit of not less than \$1,000,000; and (b) insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a "special form" property insurance policy, insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the Premises, in an amount not less than their full replacement value. Tenant's commercial general liability insurance policy shall name Landlord and Tenant as insureds. A copy of the paid-up policies evidencing such insurance or certificates of insurers shall be delivered to Landlord prior to the commencement date of this Lease and upon renewals not less than 30 days prior to the expiration of such coverage.

11. DAMAGE OR DESTRUCTION. In case of damage to the Premises by fire, vandalism, malicious mischief or any other casualty, the Premises may be repaired or rebuilt by Tenant.

12. INDEMNIFICATION. Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs and expenses, including reasonable attorneys' fees, arising from any negligence or willful misconduct of Tenant or its officers, members, contractors, licensees, agents, servants, employees, guests, invitees, visitors or subtenants in or about the Premises.

13. IMPROVEMENTS AND ALTERATIONS. Tenant may make, at any time and from time to time, any alterations or improvements ("Improvements") to the Premises it desires including, without limitation, alterations to Improvements previously made by Tenant. All Improvements shall be made at Tenant's sole cost and expense. Tenant shall obtain all necessary permits, and Landlord shall cooperate as needed by Tenant to obtain said permits; further, Tenant shall provide Landlord with copies thereof. Tenant shall promptly repair any damage and perform any necessary cleanup resulting from any Improvements. All Improvements (except trade fixtures, furniture and equipment belonging to Tenant) in existence upon termination of this Lease shall be Landlord's property and shall remain upon the Premises, all without compensation to Tenant. Tenant agrees not to create, incur, impose or permit any construction liens against the Premises by reason of any Improvement and Tenant agrees to hold Landlord harmless from and against any such lien claim. At its expense, Tenant shall cause to be discharged, within thirty days of the filing thereof, any construction lien claim filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to, or on behalf of Tenant.

14. EMINENT DOMAIN. In the event the entire Premises is lawfully condemned or taken in any manner for any public or quasi-public use or purpose, or sold or conveyed in lieu of condemnation, this Lease shall terminate as of the date of such taking or conveyance. In the event only a portion of the Premises is taken or conveyed, the Premises shall be repaired or rebuilt. Landlord shall be entitled to all awards payable to Landlord for its fee interest in the Premises resulting from a taking, and Tenant shall be entitled to all awards payable to Tenant for its leasehold interest in the Premises resulting from a taking including, without limitation, moving expenses, the cost of any Improvements made by Tenant to the Premises and losses incurred by Tenant as a result of the taking; provided however that Landlord and Tenant agree that all such condemnation proceeds shall be applied first to rebuilding and restoring any damage to the Premises as a result of such condemnation. Landlord hereby covenants and agrees that it will not use any taking or eminent domain powers and authority it may have to initiate or pursue condemnation with respect to the Premises during the Term, except that the County may exercise its condemnation powers or authority pursuant to section 32.05 of the Wisconsin Statutes to facilitate the construction, relocation, widening, or make any other improvement to any alley, street, road, highways, or other public right-of-way.

15. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease and/or sublet all or any portion of the Premises, without Landlord's consent in writing.

16. DEFAULT.

(a) Defaults. If Tenant (i) fails to pay any installment of rent or other charges hereunder when due and such default is not cured within five days after receipt of written notice

thereof from Landlord, or (ii) fails to perform any other covenant, term, agreement or condition of this Lease and such default is not cured within 30 days after receipt of written notice thereof from Landlord (unless the default is of a nature that it cannot be cured within 30 days, in which event Tenant must commence the cure within the 30-day period and diligently prosecute same to completion), or (iii) fails to establish tiny home village June 30, 2025.

Tenant further agrees that in case of any such termination Tenant will indemnify Landlord against all damages which Landlord may incur by reason of such termination including, without limitation, reasonable attorneys' fees.

If Tenant shall default in the observance or performance of any term or covenant of this Lease, or if Tenant shall fail to pay any sum of money, other than rent required to be paid by Tenant hereunder, Landlord may, without waiving or releasing Tenant, remedy such default at the expense of Tenant after notice and expiration of any applicable cure period. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default including, but not limited to, reasonable attorneys' fees, Tenant shall pay to Landlord as additional rent such sums paid or obligations incurred, with costs and interest at the rate of 12% per year.

(b) Unpaid Sums. Any amounts owing from Tenant to Landlord under this Lease shall bear interest at the annual rate of 12% calculated from the date due until the date of payment.

17. ESTOPPEL CERTIFICATE. Within fourteen (14) days after written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate in form and content reasonably acceptable to Landlord. Within fourteen (14) days after written request from Tenant, Landlord shall execute, acknowledge and deliver to Tenant an estoppel certificate in form and content reasonably acceptable to Tenant.

18. OPTION TO PURCHASE. Landlord acknowledges and agrees that Tenant shall have the Option to Purchase the Premises for the purchase price (the "Purchase Price") of \$100.00 (the "Option"). The option contained herein shall be exercisable by Tenant at any time after January 1, 2033, until the end of the Lease term. The Option shall be deemed exercised if and when Tenant notifies Landlord in writing (the "Exercise Notice") of Tenant's election to exercise the Option. The date, if any, upon which Tenant exercises the Option shall be called the "Exercise Date." The closing on the sale of the Premises to Tenant ("Closing") shall occur on the date set forth in the Exercise Notice, which date shall be no sooner than 30 days but no later than 90 days after the Exercise Date. This option to purchase may only be exercised in conjunction with the option to purchase in the Building Lease executed for the building on the Premises. Both options to purchase must be exercised at the same time.

19. RIGHT OF FIRST REFUSAL. Tenant shall have a right of first refusal to purchase the Premises, upon the terms and conditions set forth in this Section 18 (the "Right of First Refusal"). If Landlord receives a bona fide offer to purchase the Premises from a third party purchaser (the "Offer") whether or not solicited, prior to accepting such Offer, Landlord shall deliver a complete and accurate copy of the Offer to Tenant, together with a written statement to the effect that Landlord intends to accept the Offer if Tenant does not exercise its rights

hereunder (the "Offer Notice"). If Tenant desires to purchase the Premises, it shall be on substantially the terms and conditions set forth in the Offer, except that the price shall be lesser of (i) the Purchase Price stated in Section 17 above; and (ii) the price set forth in the Offer, and Tenant shall notify Seller in writing within thirty (30) days following Tenant's receipt of the Offer Notice. If Tenant fails to exercise its Right of First Refusal pursuant to this Section, the Premises may be sold, transferred or assigned pursuant to the Offer to a bona fide third-party purchaser subject to the terms of this Lease, and Tenant's Right of First Refusal shall remain in full force and effect after such a transfer and binding on the transferee. Notwithstanding the foregoing, if a transfer pursuant to an Offer presented to Tenant does not close, or if the Offer is later materially amended, then the Tenant's Right of First Refusal shall survive and the Landlord must comply with this Section as to any new or amended Offers. For the purposes of this Section, a material amendment to an Offer shall include, but not be limited to, any adjustment in the purchase price under the Offer or any extension in the time for closing under the Offer by more than thirty (30) days. In the event the Landlord receives an Offer which is not a bona fide, arms-length or unrelated, third party offer, or otherwise transfers the Premises to a related party or pursuant a non-arms-length transaction, then such transfer shall be made subject to this Lease and Tenant's Right of First Refusal shall remain in full force and effect after such a transfer and binding on the transferee. .

21. QUIET ENJOYMENT. Landlord covenants that if Tenant shall pay the rent and observe and perform all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease.

22. ENVIRONMENTAL. 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, including any federal, state and local laws including statutes, regulations, rulings, orders, administrative interpretations, guidance documents or memoranda and other governmental restrictions.

23. TINY HOMES. All Tiny Homes on the Premises shall be made at Tenant's sole cost and expense. Tenant shall obtain all necessary permits, and Landlord shall cooperate as needed by Tenant to obtain said permits; further, Tenant shall provide Landlord with copies thereof. Tenant shall promptly repair any damage and perform any necessary cleanup relating to the Tiny Homes. Tenant shall, at its expense, keep and maintain the Tiny Homes in good, clean, safe, secure and sanitary condition, and to that end shall perform any and all necessary repairs, replacements and maintenance to the Tiny Homes. Tenant agrees to comply with all laws, orders, ordinances and regulations and with any direction made pursuant to law of any public officer, relating to the Tiny Homes. At lease termination, Tiny Homes should not be considered fixtures. Tenant shall indemnify, defend and hold harmless Landlord from all liability related to the Tiny Homes.

24. EXPECTATIONS FOR OPERATION. Tenant shall comply with the Expectations for Operation which are attached and incorporated herein as Exhibit B.

25. REPORTING REQUIREMENTS. Tenant shall provide to Landlord a monthly written report which shall, at a minimum, include the following information:

- Unduplicated number of households served.
- Demographics of households served.
- Number of participants connected to community services identified through individual needs assessment.
- Number of individuals who left the program and where they exited to (*i.e. permanent housing*).
- Percentage of people who completed the coordinated entry assessments (*i.e. VI-SPDAT*).
- Number of people who completed permanent supportive housing eligibility documentation process.

Additional information may be required pursuant to federal guidelines for American Rescue Plan funding sources.

26. MISCELLANEOUS PROVISIONS.

(a) Successors and Assigns. This Lease shall inure to and be binding upon Landlord and Tenant and their respective successors and assigns.

(b) Non-waiver. Waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Lease.

(c) Entire Agreement. This Lease contains all covenants and agreements between Landlord and Tenant relating to the Premises. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect. This Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

(d) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(e) Memorandum. At the request of either party, Landlord and Tenant shall execute, acknowledge, and deliver a Memorandum of Lease, which shall be in recordable form, provide public notice of the principal terms hereof, including but not limited to the Option and Right of First Refusal.

(f) Notices. All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by personal service or by mailing by registered or certified mail, postage prepaid, at such address as the parties may from time to time designate to the other in writing.

To Landlord:

Division of Housing Access and Affordability

210 Martin Luther King Jr. Blvd, Room 421
Madison, WI 53703

Office of the Corporation Counsel
210 Martin Luther King Jr. Blvd., Room 419
Madison, WI 53703

To Tenant:

Brenda Konkel
Occupy Madison, Inc.
304 North 3rd Street
Madison, WI 53704

The time of rendition of such notice shall be deemed to be the time when the notice is delivered to or rejected by the recipient.

(g) 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.

(h) 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.

(i) 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.

[Signature pages follow.]

In Witness Whereof, the parties hereto have executed this Lease as of the date first set forth above.

LANDLORD:

COUNTY OF DANE

BY _____
_____, Dane County Executive

LANDLORD:

COUNTY OF DANE

BY _____
Scott McDonell, Dane County Clerk

[Tenant's Signature Continues on Following Page]

TENANT:

OCCUPY MADISON, INC.

By: Brenda K. Konkel
Brenda K. Konkel, President

EXHIBIT A
LEGAL DESCRIPTION

Part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 7 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, more fully described as follows: Commencing at the Northwest corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence East 403.9 feet along the North line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the Easterly right of way line of South Stoughton Road (U.S.H. 51); thence South $17^{\circ}51'$ East, along said right of way line, 335.1 feet; thence North $84^{\circ}40'$ East, 51.2 feet to the point of beginning and on the East right of way line of a 50 feet service road; thence North $84^{\circ}40'$ East, 266.45 feet to the East line of lands described in Volume 599 of Deeds, Page 3, as Document No. 858742; thence South $7^{\circ}30'$ East, along said East line, 272.2 feet to the North right of way line of Robertson Road; thence South $84^{\circ}40'$ West, along said right of way line, 133.6 feet to a point of curve; thence on a curve to the right, convex to the Southwest, having a radius of 100 feet, and a long chord that measures 125.32 feet to a point that is 50 feet Northeast of, measured at right angles to, the East right of way line of South Stoughton Road; thence North $17^{\circ}51'$ West along the East right of way line of 50 feet service road, 197.5 feet to the point of beginning, EXCEPT that part conveyed in Instrument recorded on November 16, 1992, in Volume 20919 of Records, Page 9, as Document No. 2413792.

EXHIBIT B EXPECTATIONS FOR OPERATION

1. Tenant will install, maintain, manage and keep in good repair a Tiny House Village for 20-30 residents.
2. Tenant will prioritize access to Tiny Houses for residents as follows:
 - a. People experiencing unsheltered homelessness and living in places not meant for human habitation, primarily on the street, in tents or in vehicles.
 - b. People sleeping at shelter.
 - c. People who are doubled up.
3. Tenant shall have no income or sobriety requirements for prospective residents. Residents shall not be required to address mental health issues or participate in services as condition of selection for a Tiny House.
4. Tenant shall select residents in accordance with Tenant's selection process and procedures. The selection process and policies shall be provided to the Landlord annually by January 15th.
5. Tenant shall terminate resident's occupancy in accordance with Tenant's termination process and procedures. The termination process and policies shall be provided to the Landlord annually by January 15th.
6. Tenant shall ensure that Tiny Houses shall be spaced at least 10 feet apart, and allow for 20 ft fire lane.
7. Tenant shall ensure that the maximum occupants for each Tiny House shall be 2 persons.
8. Each Tiny House unit shall contain a working smoke detector, carbon monoxide detector and fire extinguisher.
9. Tiny Houses shall only use listed vented gas (liquid propane or natural) heaters or electric heat.
10. Tenant will maintain additional living facilities which shall contain common areas, showers, laundry, and residential kitchen. Tenant will be responsible for installation, maintenance and keeping in good repair the following:
 - a. Bathroom facilities which shall contain a minimum of 2 shower rooms (4 showers each) for a total of 8 showers, and a minimum of 2 restrooms that shall include 4 toilets/urinals and 2-4 sinks.
 - b. A full residential kitchen which shall include a refrigerator, freezer, microwave, sink, stove/oven, and dishwasher.
 - c. Porta-potties are only allowed during project construction and must be removed as permanent facilities are completed.
11. During construction, Tenant shall install and maintain a temporary kitchen which shall include a refrigerator, freezer, microwave, hotplates, and kitchen sink.
12. Tenant will ensure residents have access to an emergency phone at all times. Tenant will install, maintain and keep in good repair such phone. Tenant will ensure the emergency phone has service at all times.
13. Tenant shall timely provide to Landlord a copy of any agreements and/or management/services plan it must establish as result of conditional use permitting or other zoning requirements.

14. If requested by Landlord, Tenant shall meet Landlord about any ongoing issues and shall submit a corrective action plan if requested by Landlord.

BUILDING LEASE

In consideration of the mutual promises and covenants contained in this Lease, dated as of _____, 2024, County of Dane, Wisconsin (the "Landlord") and Occupy Madison, Inc., a private non-profit (the "Tenant") agree as follows:

1. PREMISES. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the building described on Exhibit A attached hereto (the "Premises").

2. CONDITION OF PREMISES. Tenant acknowledges and agrees that Tenant is leasing the Premises "AS IS", and Landlord makes no warranties, express or implied, as to fitness, merchantability, use or condition of the Premises. Tenant leases the Premises without representation or warranty of Landlord, express or implied, in fact or by law, and without recourse, with respect to: (a) the condition of the Premises and (b) the ability to use the Premises for any particular purpose.

3. TERM. The Lease term shall commence upon the date hereof and shall terminate on the 15th year anniversary thereof.

4. RENT. Tenant has paid to Landlord on the date hereof the sum of One Dollar, \$1.00 as rent for the Premises for the entire Lease term.

5. SECURITY DEPOSIT. There shall be no security deposit payable by Tenant for this Lease.

6. UTILITIES. Tenant shall be responsible for payment of all utilities, including electricity, natural gas, sewer and water furnished to the Premises during the term of this Lease.

7. USE. The Premises shall be used as a common area for the Tiny House Village known as "OM – 3rd Village" (the "Common Space"). Tenant will not use the Premises in any manner that may increase the insurance risk or prevent the obtaining of insurance.

8. MAINTENANCE AND REPAIR. Tenant shall keep and maintain the Premises in a good, clean, safe, secure and sanitary condition, and to that end Tenant shall, at its expense, 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, painting, roof repairs or replacement as deemed necessary by the Landlord.

9. COVENANTS.

(a) Compliance with Laws. Tenant agrees to comply with all laws, orders, ordinances and regulations and with any direction made pursuant to law of any public officer, relating to Tenant's use of the Premises.

(b) Surrender. Tenant agrees upon the termination of this Lease for any reason to remove Tenant's personal property and those of any other persons claiming under Tenant, and to quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same are at the commencement of this Lease or thereafter may be improved by Tenant, reasonable use and wear, fire and other casualty loss excepted.

(c) Personal Property Taxes. Tenant agrees to pay, before delinquency, any and all taxes levied or assessed and which become payable during the Lease term upon Tenant's equipment, furniture, fixtures and other personal property located in the Premises.

(d) Real Estate Taxes and Assessments. Tenant agrees to pay, before delinquency, any and all real estate taxes and special assessments levied or assessed and which become payable during the Lease term upon the Premises.

(e) Signage. Tenant may place any signs on the Premises provided they comply with applicable municipal ordinances.

(f) Expenses of Operating the Premises. Tenant shall, at its expense, obtain any and all services related to the operation of the Premises that it desires, including without limitation the provision of landscaping services, snow removal, and supplies necessary for operation of the Premises in compliance with Section 6 hereof.

(g) Financing. Landlord shall not finance the Premises or otherwise encumber its interest in the Premises without Tenant's prior written consent. Tenant shall have the right to encumber its leasehold interest in the Premises and execute and deliver a collateral assignment hereof in connection with any such financing, and Landlord agrees to execute such consent to collateral assignment as Tenant's lender may reasonably require.

10. 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.

11. INSURANCE. During the Lease term, Tenant shall keep in full force and effect, at its expense: (a) a policy of commercial general liability insurance covering the Premises, with a combined single limit of not less than \$1,000,000; and (b) insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a "special form" property insurance policy, insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the Premises, in an amount not less than their full replacement value. Tenant's commercial general liability insurance policy shall name Landlord and Tenant as insureds. A copy of the paid-up policies evidencing such insurance or certificates of insurers shall be delivered to Landlord prior to the

commencement date of this Lease and upon renewals not less than 30 days prior to the expiration of such coverage.

12. DAMAGE OR DESTRUCTION. In case of damage to the Premises by fire, vandalism, malicious mischief or any other casualty, the Premises may be repaired or rebuilt by Tenant.

13. INDEMNIFICATION. Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs and expenses, including reasonable attorneys' fees, arising from any negligence or willful misconduct of Tenant or its officers, members, contractors, licensees, agents, servants, employees, guests, invitees, visitors or subtenants in or about the Premises.

14. IMPROVEMENTS AND ALTERATIONS. Tenant may make, at any time and from time to time, any alterations or improvements ("Improvements") to the Premises it desires including, without limitation, alterations to Improvements previously made by Tenant. All Improvements shall be made at Tenant's sole cost and expense. Tenant shall obtain all necessary permits, and Landlord shall cooperate as needed by Tenant to obtain said permits; further, Tenant shall provide Landlord with copies thereof. Tenant shall promptly repair any damage and perform any necessary cleanup resulting from any Improvements. All Improvements (except trade fixtures, furniture and equipment belonging to Tenant) in existence upon termination of this Lease shall be Landlord's property and shall remain upon the Premises, all without compensation to Tenant.

15. 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.

16. EMINENT DOMAIN. In the event the entire Premises is lawfully condemned or taken in any manner for any public or quasi-public use or purpose, or sold or conveyed in lieu of condemnation, this Lease shall terminate as of the date of such taking or conveyance. In the event only a portion of the Premises is taken or conveyed, the Premises shall be repaired or rebuilt. Landlord shall be entitled to all awards payable to Landlord for its fee interest in the Premises resulting from a taking, and Tenant shall be entitled to all awards payable to Tenant for its leasehold interest in the Premises resulting from a taking including, without limitation, moving expenses, the cost of any Improvements made by Tenant to the Premises and losses incurred by Tenant as a result of the taking; provided however that Landlord and Tenant agree that all such condemnation proceeds shall be applied first to rebuilding and restoring any damage to the Premises as a result of such condemnation. Landlord hereby covenants and agrees that it will not use any taking or eminent domain powers and authority it may have to initiate or pursue condemnation with respect to the Premises during the Term, except that the County may exercise its condemnation powers or authority pursuant to section 32.05 of the Wisconsin Statutes to

facilitate the construction, relocation, widening, or make any other improvement to any alley, street, road, highways, or other public right-of-way.

17. ASSIGNMENT AND SUBLETTING. 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. Tenant may sublet to an organization with a consistent mission of OM, with Landlord's written consent.

18. 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.

19. DEFAULT.

(a) Defaults. If Tenant (i) fails to pay any installment of rent or other charges hereunder when due and such default is not cured within five days after receipt of written notice thereof from Landlord, or (ii) fails to perform any other covenant, term, agreement or condition of this Lease and such default is not cured within 30 days after receipt of written notice thereof from Landlord (unless the default is of a nature that it cannot be cured within 30 days, in which event Tenant must commence the cure within the 30-day period and diligently prosecute same to completion), or (iii) fails to complete improvements by June 30, 2025 Tenant further agrees that in case of any such termination Tenant will indemnify Landlord against all damages which Landlord may incur by reason of such termination including, without limitation, reasonable attorneys' fees.

If Tenant shall default in the observance or performance of any term or covenant of this Lease, or if Tenant shall fail to pay any sum of money, other than rent required to be paid by Tenant hereunder, Landlord may, without waiving or releasing Tenant, remedy such default at the expense of Tenant after notice and expiration of any applicable cure period. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default including, but not limited to, reasonable attorneys' fees, Tenant shall pay to Landlord as additional rent such sums paid or obligations incurred, with costs and interest at the rate of 12% per year.

(b) Unpaid Sums. Any amounts owing from Tenant to Landlord under this Lease shall bear interest at the annual rate of 12% calculated from the date due until the date of payment.

20. 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.

21. ESTOPPEL CERTIFICATE. Within fourteen (14) days after written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate in form and content reasonably acceptable to Landlord. Within fourteen (14) days after written request from Tenant, Landlord shall execute, acknowledge and deliver to Tenant an estoppel certificate in form and content reasonably acceptable to Tenant.

22. OPTION TO PURCHASE. Landlord acknowledges and agrees that Tenant shall have the Option to Purchase the Premises for the purchase price (the "Purchase Price") of \$100.00 (the "Option"). The option contained herein shall be exercisable by Tenant at any time after January 1, 2033, until the end of the Lease term. The Option shall be deemed exercised if and when Tenant notifies Landlord in writing (the "Exercise Notice") of Tenant's election to exercise the Option. The date, if any, upon which Tenant exercises the Option shall be called the "Exercise Date." The closing on the sale of the Premises to Tenant ("Closing") shall occur on the date set forth in the Exercise Notice, which date shall be no sooner than 30 days but no later than 90 days after the Exercise Date. This option to purchase may only be exercised in conjunction with the option to purchase in the Land Lease executed for the land under the building. Both options to purchase must be exercised at the same time.

23. RIGHT OF FIRST REFUSAL. Tenant shall have a right of first refusal to purchase the Premises, upon the terms and conditions set forth in this Section 18 (the "Right of First Refusal"). If Landlord receives a bona fide offer to purchase the Premises from a third party purchaser (the "Offer") whether or not solicited, prior to accepting such Offer, Landlord shall deliver a complete and accurate copy of the Offer to Tenant, together with a written statement to the effect that Landlord intends to accept the Offer if Tenant does not exercise its rights hereunder (the "Offer Notice"). If Tenant desires to purchase the Premises, it shall be on substantially the terms and conditions set forth in the Offer, except that the price shall be lesser of (i) the Purchase Price stated in Section 17 above; and (ii) the price set forth in the Offer, and Tenant shall notify Seller in writing within thirty (30) days following Tenant's receipt of the Offer Notice. If Tenant fails to exercise its Right of First Refusal pursuant to this Section, the Premises may be sold, transferred or assigned pursuant to the Offer to a bona fide third-party purchaser subject to the terms of this Lease, and Tenant's Right of First Refusal shall remain in full force and effect after such a transfer and binding on the transferee. Notwithstanding the

foregoing, if a transfer pursuant to an Offer presented to Tenant does not close, or if the Offer is later materially amended, then the Tenant's Right of First Refusal shall survive and the Landlord must comply with this Section as to any new or amended Offers. For the purposes of this Section, a material amendment to an Offer shall include, but not be limited to, any adjustment in the purchase price under the Offer or any extension in the time for closing under the Offer by more than thirty (30) days. In the event the Landlord receives an Offer which is not a bona fide, arms-length or unrelated, third party offer, or otherwise transfers the Premises to a related party or pursuant a non-arms-length transaction, then such transfer shall be made subject to this Lease and Tenant's Right of First Refusal shall remain in full force and effect after such a transfer and binding on the transferee. Tenant shall have the right assign its rights to acquire the Premises under this section to an affiliate by providing written notice to Landlord prior to closing.

24. QUIET ENJOYMENT. Landlord covenants that if Tenant shall pay the rent and observe and perform all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease.

25. INTENTIONALLY OMITTED.

26. ENVIRONMENTAL. 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, including any federal, state and local laws including statutes, regulations, rulings, orders, administrative interpretations, guidance documents or memoranda and other governmental restrictions.

27. EXPECTATIONS FOR OPERATION. Tenant shall comply with the Expectations for Operation which are attached and incorporated herein as Exhibit B.

28. REPORTING REQUIREMENTS. Tenant shall provide to Landlord written reports which shall, at a minimum, include the following information:

- a. Monthly reports on building improvements until construction completion.
- b. An annual report including the following: number of subtenants, annual revenues, annual maintenance expenses and any other information that may affect the status of the building. Such report shall be due by February 15 of each year.

Additional information may be required pursuant to federal guidelines for American Rescue Plan funding sources.

29. MISCELLANEOUS PROVISIONS.

(a) Successors and Assigns. This Lease shall inure to and be binding upon Landlord and Tenant and their respective successors and assigns.

(b) 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.

(c) Entire Agreement. This Lease contains all covenants and agreements between Landlord and Tenant relating to the Premises. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect. This Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

(d) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(e) 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.

(f) 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.

(g) 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.

(e) Memorandum. At the request of either party, Landlord and Tenant shall execute, acknowledge, and deliver a Memorandum of Lease, which shall be in recordable form, provide public notice of the principal terms hereof, including but not limited to the Option and Right of First Refusal.

(f) Notices. All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by personal service or by mailing by registered or certified mail, postage prepaid, at such address as the parties may from time to time designate to the other in writing.

To Landlord:

Division of Housing Access and Affordability
210 Martin Luther King Jr. Blvd, Room 421
Madison, WI 53703

Office of the Corporation Counsel
210 Martin Luther King Jr. Blvd., Room 419
Madison, WI 53703

To Tenant:

Brenda Konkel
304 North 3rd Street
Madison, WI 53704

The time of rendition of such notice shall be deemed to be the time when the notice is delivered to or rejected by the recipient.

END OF CONDITIONS

[Signature pages follow.]

In Witness Whereof, the parties hereto have executed this Lease as of the date first set forth above.

LANDLORD:

COUNTY OF DANE

BY _____
Dane County Executive

BY _____
Scott McDonell, Dane County Clerk

[Tenant's Signature Continues on Following Page]

TENANT:

OCCUPY MADISON, INC.

By: Brenda K. Konkel
Brenda K. Konkel, President

EXHIBIT A
LEGAL DESCRIPTION

Structure located on that part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 7 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, more fully described as follows: Commencing at the Northwest corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence East 403.9 feet along the North line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the Easterly right of way line of South Stoughton Road (U.S.H. 51); thence South $17^{\circ}51'$ East, along said right of way line, 335.1 feet; thence North $84^{\circ}40'$ East, 51.2 feet to the point of beginning and on the East right of way line of a 50 feet service road; thence North $84^{\circ}40'$ East, 266.45 feet to the East line of lands described in Volume 599 of Deeds, Page 3, as Document No. 858742; thence South $7^{\circ}30'$ East, along said East line, 272.2 feet to the North right of way line of Robertson Road; thence South $84^{\circ}40'$ West, along said right of way line, 133.6 feet to a point of curve; thence on a curve to the right, convex to the Southwest, having a radius of 100 feet, and a long chord that measures 125.32 feet to a point that is 50 feet Northeast of, measured at right angles to, the East right of way line of South Stoughton Road; thence North $17^{\circ}51'$ West along the East right of way line of 50 feet service road, 197.5 feet to the point of beginning, EXCEPT that part conveyed in Instrument recorded on November 16, 1992, in Volume 20919 of Records, Page 9, as Document No. 2413792, which address is 201/205 S. Stoughton Rd, Madison, WI 53714.

EXHIBIT B

Expectations for Operation of Tiny House Village Common Area

1. Tenant will maintain additional living facilities which shall contain common areas, showers, laundry, and residential kitchen. Tenant will be responsible for installation, maintenance and keeping in good repair the following:
 - a. Bathroom facilities which shall contain a minimum of 2 shower rooms (4 showers each) for a total of 8 showers, and a minimum of 2 restrooms that shall include 4 toilets/urinals and 2-4 sinks.
 - b. A full residential kitchen which shall include a refrigerator, freezer, microwave, sink, stove/oven, and dishwasher.
 - c. Porta-potties are only allowed during project construction and must be removed as permanent facilities are completed.
2. During construction, Tenant shall install and maintain a temporary kitchen which shall include a refrigerator, freezer, microwave, hotplates, and kitchen sink.
3. Tenant will ensure residents have access to an emergency phone at all times. Tenant will install, maintain and keep in good repair such phone. Tenant will ensure the emergency phone has service at all times.
4. Tenant shall timely provide to Landlord a copy of any agreements and/or management/services plan it must establish as result of conditional use permitting or other zoning requirements.
5. If requested by Landlord, Tenant shall meet with Landlord about any ongoing issues and shall submit a corrective action plan if requested by Landlord.

