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

January 29, 2018

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

Re: Mandt Community Center Transition

Dear Mr. Kahl,

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

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

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

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

Sincerely,

Donna Olson

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

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

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

RESOLUTION OF THE COMMON COUNCIL

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

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

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

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

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

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

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

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

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

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

_____

Donna Olson, Mayor Date

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

3CL6927

Exhibit A

AMENDMENT TO AND REINSTATEMENT OF GROUND LEASE

THIS AMENDMENT AND REINSTATEMENT OF GROUND LEASE AGREEMENT (the "Amendment") is made and entered into by and between The City of Stoughton, a Wisconsin municipal corporation (the "City"), and Mandt Community Center, Inc., a Wisconsin non-stock corporation ("MCCI").

WITNESSETH:

WHEREAS, the City and MCCI entered into a Ground Lease dated September 29, 1993 (the "Original Lease"), wherein MCCI leased from the City certain property located within the City. A true and correct copy of the Original Lease is attached as Exhibit A and made a part hereof; and

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

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

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Original Lease.

2. Section One of the Original Lease is deleted in its entirety and replaced with the following:

> Lessor leases to lessee the real property in the City of Stoughton, County of Dane, State of Wisconsin, described in Exhibit A attached hereto and made a part hereof (herein sometimes called the subject premises), for a term commencing on the date hereof and ending September 28, 2092.

3. Except as set forth herein, the Original Lease is reinstated and remains unmodified and in full force and effect, and City and MCCI hereby ratify, confirm, and adopt the Original Lease as amended hereby.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the day and year first written above.

CITY:

CITY OF STOUGHTON

By: _____
Donna Olson, Mayor

ATTEST:

By: _____
Holly Licht, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2018, the above-named Donna Olson, Mayor of the City of Stoughton, and Holly Licht, City Clerk of the City of Stoughton, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

(SEAL)

_____
_____
Notary Public, State of Wisconsin
My commission _____.

MCCI:

MANDT COMMUNITY CENTER, INC.

By: _____
Brian Kahl, President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2018, the above-named Brian Kahl, the President of Mandt Community Center, Inc., to me known to be the person who executed the foregoing instrument and acknowledge the same.

(SEAL)

_____
_____
Notary Public, State of Wisconsin
My commission _____.

EXHIBIT A

GROUND LEASE - LESSEE TO CONSTRUCT IMPROVEMENTS -LESSOR AS SUBTENANT OF LESSEE

This lease is made and executed on September 29, 1993, by and between the City of Stoughton, a municipal corporation, having its city hall at 381 East Main Street, City of Stoughton, Dane County, Wisconsin, herein referred to as lessor, and Mandt Community Center, Inc., a corporation organized and existing under the laws of the State of Wisconsin, having its principal office at 110 East Washington Street, City of Stoughton, Dane County, Wisconsin, herein referred to as lessee.

SECTION ONE

TERM

Lessor leases to lessee the real property in the City of Stoughton, County of Dane, State of Wisconsin, described in Exhibit "A" attached hereto and made a part hereof (herein sometimes called the "subject premises"), to have and to hold for an indefinite term, commencing on the date hereof.

SECTION TWO

RENT

Lessee shall pay lessor (in addition to applicable taxes, assessments, and other charges required to be paid hereunder by lessee; see Section Eight) rent for the subject premises as follows:

(a) Each rental period. For each calendar year, or part thereof if the lease begins and/or ends in an incomplete year, the sum of One Dollar ($1.00) per year, plus other good and

valuable consideration.

(b) Annual payment of rent. Except for the first year, when rent shall be due on the date of execution of this agreement, each annual installment of rent due hereunder shall be paid annually in advance on January 1st of each consecutive year.

SECTION THREE

WARRANTIES OF TITLE AND QUIET ENJOYMENT

Lessor covenants that lessor is the owner of the real property in fee simple and has full right to make this lease and that lessee shall have quiet and peaceable possession of the subject premises during the term hereof.

SECTION FOUR

SUBLEASE TO LESSOR

Lessor shall have and Lessee hereby grants to Lessor for a period of five years from the date of Lessor's occupancy of the facility, an option to and for Lessor to sublease the west mezzanine portion of the facility, an area of approximately 2,000 square feet, the construction of this interior space to be finished by the Lessor, at Lessor's expense in a manner approved by Lessee, which approval shall not be unreasonably upheld.

SECTION FIVE

USE OF PREMISES

The subject premises may be used by lessee for those purposes for the property approved by the Stoughton City Council (specifically including a community center and ice arena), which approval shall not be unreasonably withheld, subject, however, to the rights of sublessee (lessor) under the sublease.

SECTION SIX

CONSTRUCTION OF IMPROVEMENTS

Subject to the rights of sublessee under the sublease described in Article Four, as required by the parties' Community Center Agreement of even date, lessee shall construct on the subject premises a building and other improvements for a community center (herein sometimes called "the facility"), and shall have the right to make alterations or additions thereto. Such building and improvements constructed by lessee shall be and remain lessee's property, subject to the provisions of Sections Thirteen, Fifteen and Seventeen.

SECTION SEVEN

COMPLIANCE WITH LAWS; PROHIBITION AGAINST WASTE

During the term of this lease, lessee shall comply with all applicable laws affecting the subject premises, the breach of which might result in any penalty on lessor or forfeiture of lessor's title to the subject premises. Lessee shall not commit waste on the subject premises except as necessary for the construction of the facility thereon.

SECTION EIGHT

TAXES AND ASSESSMENTS

The subject real estate, which is owned by the City, is exempt from real estate taxation. The contents of the facility, which contents are the property of MCCI, may or may not be exempt from personal property taxation, dependent upon the tax status of that corporation. MCCI shall pay in a timely manner the amount of special charges levied against the property for

public improvements which would on non-real estate tax exempt property result in a special assessment.

SECTION NINE

UTILITIES

All water, gas, electricity, telephone, telegraph, and other public utility services used on or furnished to the subject premises during the term hereof shall be paid for by lessee, excepting for such charges on the portion of the facility which is the subject of the parties' sublease, on which portion of the facility the City, the subleasee, shall pay all such charges.

SECTION TEN

INSURANCE

Lessee shall insure and keep insured the facility and contents thereof, except for the subleased portion of the premises, which the sublessee shall insure. Lessee shall procure, pay for, and deliver to lessor policies of insurance providing first party property coverage and general liability coverage.

During construction and equipting of the facility, lessee shall, at the expense of lessee, carry builder's risk insurance and such other insurance required under the terms of lessee's loan agreement for the facility, which insurance will insure lessor against loss or damage by reason of accident, fire, damage, or other casualty during any construction.

SECTION ELEVEN

MAINTENANCE

Lessee, at its own expense, shall maintain the facility and

accompanying improvements in good repair, allowing for ordinary wear and tear, except that lessor/sublessee shall be responsible for subleased premises. Lessor/sublessee shall not be responsible for maintenance and repair of centralized systems serving the subleased premises (including, electrical, HVACs, sprinkler systems, alarms, etc.). Lessee shall be responsible for and shall comply with all laws and ordinances regarding snow and ice removal.

SECTION TWELVE

LIENS

Lessee shall keep the fee estate of the subject premises free and clear from all mechanics' and materialmen's and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished or to be used in or about the premises for or in connection with any operations of lessee, or any alteration, improvement, repairs, or additions which lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by lessee on or about the subject premises.

SECTION THIRTEEN

CONTESTING LIENS AND TAXES

If lessee desires to contest any lien of the nature set forth in Section Eight hereof or if lessee desires to contest any tax or assessment, to be paid by it under Section Eight hereof, it shall notify lessor of its intention to do so within ten days after the recording of such a lien or at least thirty days prior to the delinquency of such tax or assessment. In

either such case lessee shall not be in default hereunder until twenty-five days after the final determination of the validity thereof, within which time lessee shall satisfy and discharge such lien or pay and discharge such tax, assessment, charge, or other item to the extent held valid, and all penalties, interest, and costs in connection therewith, as the case may be; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, nor shall the payment of any such tax or assessment, together with penalties, interest, and costs, in any case be delayed until sale is made of the whole or any part of the subject premises on account thereof, and any such delay shall be a default of lessee hereunder. In the event of any such contest, lessee shall protect and indemnify lessor against all loss, expense, and damage resulting therefrom.

SECTION FOURTEEN

INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by lessee or by any person whosoever may at any time be using or occupying or visiting the subject premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than

the matters or things above set forth, and lessee shall indemnify lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee hereby waives all claims against lessor for damages to the buildings and improvements that are now on or hereafter placed or built on the premises and to the property of lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time during the term hereof. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of lessor, its agents or employees, or with respect to the City's use of the subleased portion of the premises.

SECTION FIFTEEN

ENCUMBRANCE OF LEASEHOLD INTEREST

(a) Lessee's right to encumber leasehold interest. Lessee will encumber its leasehold interest and estate in the subject premises, by a mortgage with MidAmerica Bank-Stoughton, herein referred to as lender, together with the facility placed by lessee thereon. Lessor shall join in the mortgage as guarantor. The execution of this mortgage, or other such instrument, shall not be held as a violation of any of the terms or conditions hereof. Lessee shall not encumber its interest in the subject premises in any other way, without the express, written permission of lessor, which permission shall not be unreasonably withheld. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve lessee of its liability

hereunder.

(b) Notice to holder of encumbrance. Following lessee's signed encumbrance of its leasehold interest and estate in the subject premises, then lessor will mail or deliver to MidAmerica a duplicate copy of any and all notices in writing which lessor may, from time to time, give to or serve on lessee under and pursuant to the provisions hereof; such copies shall be mailed or delivered to such holder at, or as near as possible to, the time as notices are given to or served on lessee. In addition, lessee will mail or deliver to lessor, a duplicate copy of any and all notices in writing which lessee may, from time to time, receive from lender; such copies shall be mailed or delivered to lessor at, or as near as possible to, the same time as notices are given to or served on lessee.

(c) Lessee's default under lender's note and mortgage. Events of default under lessee's loan agreement with lender are defined in section 7 of those parties' loan agreement of even date. Pursuant to the loan agreement and lessor's guaranty of lessee's loan made thereby, following lessee's default under the loan agreement, lessor must pay any of the obligations due lender, or do any other act or thing required of lessee by lender, or do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of the loan agreement, to prevent the acceleration or foreclosure of lessee's obligation with lender.

(d) In the event of lessor's undertaking, as guarantor, of lessee's obligations or other requirements under the loan

agreement, lessee shall be responsible to lessor for all such payments made by lessor to lender. Notice by lessee's lender of lessee's default under its agreement with lender, shall also constitute default and notice of default under the terms of this lease. In the event of lessee's default and lessee's failure to cure that default with lender and/or lessor within 6 months after receiving written notice of default, lessor may unilaterally elect to terminate this lease and following termination and at time of termination, lessee shall forfeit its right in this lease, the facility and the subject premises. At a time of termination, lessee shall transfer to lessor, by quit claim deed, its interest in the subject premises and to sign its lease rights to lessor.

In the event lessee shall default under its obligations with lender, on two separate nonconsecutive occasions within a 24 month period, which defaults lessee shall fail to cure with lender and/or lessor within a period totalling for both occasions more than 6 months following receipt of written notice of default, lessor may unilaterally elect to terminate this lease and following termination, and at time of termination, lessee shall forfeit its right in this lease, the facility and the subject premises. At a time of termination, lessee shall transfer to lessor, by quit claim deed, its interest in the subject premises and to sign its lease rights to lessor.

SECTION SIXTEEN

PROHIBITION OF VOLUNTARY ASSIGNMENT

Neither this lease nor the leasehold estate of lessee nor

any interest of lessee hereunder in the subject premises or any buildings or improvements thereon shall be subject to assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except through a statutory merger or consolidation), without the express written permission of lessor, and any such attempted voluntary assignment, transfer, or sale shall be void and of no effect, and shall render this lease void and lessee's interest in the premises forfeited.

SECTION SEVENTEEN

EFFECT OF BANKRUPTCY

Without limiting the generality of the provisions of the preceding Section Twelve, lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto shall be commenced by or against lessee, and, if against lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan of reorganization, or in the event lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which lessee is a party, with authority to take possession or control of the subject premises or the business conducted thereon by lessee, and such receiver is not discharged within a period of thirty days after his appointment, any such event or involuntary assignment prohibited by the provisions of the preceding Section Seventeen shall be deemed to constitute a breach of this lease by lessee and shall, at the election of

lessor, but not otherwise, and upon thirty days advance notice to lessee terminate this lease and also all rights of lessee hereunder and in and to the subject premises and also rights of any and all persons claiming under lessee. Thereafter, immediately following lessor's request, lessee shall transfer by quit claim deed, to lessor its interest in the subject premises.

SECTION EIGHTEEN

RIGHT OF FIRST REFUSAL

For one dollar ($1.00) and other good and valuable consideration, Lessee shall the right of first refusal for purchase of the subject real estate, in the event Lessor shall desire to sell said lands or any part thereof. Lessor shall give Lessee written notice of Lessor's intention to sell all or part of the subject real estate. Lessee shall then have 30 days from receipt of such notice to indicate to Lessor in writing Lessee's interest in purchasing such real estate. Lessee's failure to submit an Offer to Purchase within such time shall constitute a waiver of Lessee's rights under this section. If Lessee timely indicates to Lessor an interest in purchasing the property, then the parties shall, within 60 days after Lessor's receipt of Lessee's notice indicating Lessee's interest in purchasing the property, obtain an appraisal of the subject real estate from a licensed commercial real state appraiser. The parties shall share, one-half each, the cost of such appraisal. This appraisal value shall be the price of the subject property. If the parties are unable to agree on an appraiser, then they shall each name an appraiser and those appraisers shall choose a

third appraiser, who shall do the appraisal. The value determined by the third appraiser shall be binding on the parties.

SECTION NINETEEN

PARTIES BOUND

Subject to the provision of Sections Fifteen, Sixteen and Seventeen hereof, this lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of lessor and lessee, subject to the limitations of Section Fourteen, and all references in this lease to "lessor" or "lessee" shall be deemed to refer to and include successors and assigns of lessor or lessee without specific mention of such successors or assigns.

SECTION TWENTY

DEFAULT

If lessee shall fail or neglect to observe, keep, or perform any of the covenants, terms, or conditions herein contained on its part to be observed, kept, or performed, and such default shall continue for a period of ninety days after written notice from lessor setting forth the nature of lessee's default, then and in any such event, lessor shall have the right at its option, on written notice to lessee, forthwith to terminate this lease and all rights of lessee hereunder shall thereupon cease, and lessor without further notice to lessee shall have the right immediately to enter the subject premises and take possession thereof with or without process of law and to remove all personal property from the premises and all persons occupying

the premises and to use all necessary force therefor and in all respects to take the actual, full, and exclusive possession of the premises and every part thereof as of lessor's original estate, without incurring any liability to lessee or to any persons occupying or using the premises for any damage caused or sustained by reason of such entry on the premises for any damage caused or sustained by reason of such entry on the premises or such removal of such persons or property therefrom. Following such entry, immediately following lessor's request, lessee shall transfer to lessor by quit claim deed, its interest in the subject premises.

SECTION TWENTY-ONE

TERMINATION

Notwithstanding lessor's right to terminate this lease for cause, this lease shall terminate at a time to be determined by the parties, upon mutual agreement, set forth in writing.

SECTION TWENTY-TWO

OWNERSHIP OF IMPROVEMENTS ON TERMINATION OF LEASE

On termination of this lease for any cause, lessor shall become the owner of any building and improvements (the facility) on the subject premises.

The substantial performance of each and every agreement herein contained in this lease on the part of lessor to be performed shall be a condition precedent to the right of lessor to collect rent hereunder or to enforce this lease as against lessee.

SECTION TWENTY-THREE

NOTICES

Wherever in this lease it shall be required or permitted that notice be given by either party to this lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

TO LESSOR: City Hall, 381 East Main Street
Stoughton, WI 53589

TO LESSEE: 110 East Washington Street, P. O. Box 301
Stoughton, WI 53589

Peter Sveum, Director, 333 Cty. Tk. B
Stoughton, WI 53589

Milton Sperle, Director, 3452 Cty. Tk. A
Stoughton, WI 53589

SECTION TWENTY-FOUR

WAIVER

The waiver by either party of any breach of any term, covenant, or condition contained herein shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

SECTION TWENTY-FIVE

TIME OF THE ESSENCE

Time is of the essence of this lease and all of its provision.

In witness whereof, the parties hereto have executed this

lease at Stoughton, Wisconsin the day and year first above written.

MANDT COMMUNITY CENTER, INC.

By: Donald B. Hagen
President

By: PETER A. SIVEN
Secretary

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 29th day of September, 1993, Donald B. Hagen and Peter A. Siven, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission is permanent

CITY OF STOUGHTON

By: Helen J. Johnson
Helen J. Johnson, Mayor

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

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 29th day of September, 1993, Helen J. Johnson and Judy A. Kinning, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission is permanent

EXHIBIT A

Legal Description

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

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

MEMORANDUM OF LEASE

THIS Memorandum of Lease made as of the 29th day of September, 1993, by and between the City of Stoughton, Wisconsin, hereinafter referred to as the "Lessor," and Mandt Community Center, Inc., hereinafter referred to as the "Lessee";

W I T N E S S E T H :

1. For the term and upon the terms and conditions set forth in that certain written lease (the "Lease Agreement") bearing even date herewith, between the Lessor and Lessee, the Lessor has leased to the Lessee the land described on attached Exhibit A.

2. The term of the Lease Agreement is indefinite.

3. The terms and conditions of the Lease Agreement are set forth in the Lease Agreement to which reference is hereby made for greater particularity as to the terms and conditions thereof.

4. Lessee has a right of first refusal to purchase the real estate described on attached Exhibit A as more fully set forth in the Lease Agreement.

Signed as of the date first above written.

LESSOR

CITY OF STOUGHTON

By: Helen J. Johnson
Helen J. Johnson, Mayor

Attest: Judy A. Kinnig
Judy A. Kinnig, City Clerk

LESSEE

MANDT COMMUNITY CENTER, INC.

By: Donald B. Hagen, President

Attest: PETERASH, Secretary

Signatures authenticated this 29th day of September, 1993.

Michael J. Skibinski
Member, State Bar of Wisconsin

This instrument was drafted by and after recording should be returned to:

Robert E. Chritton
P.O. Box 2719
Madison, Wisconsin 53701-2719

aw:docs.rec\MCC.mol\9/22/93

EXHIBIT A

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

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

Exhibit B

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Stoughton, a Wisconsin municipal corporation (the "City"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, transfers, and conveys unto Mandt Community Center, Inc., all of the City's right, title and interest in the building located at 400 Mandt Parkway, Stoughton, Wisconsin 53589 (the "Facility"), except those rights reserved to the City in that certain Land Lease between the City and Mandt Community Center, Inc. dated of even date herewith.

THE FACILITY IS TRANSFERRED ON AN "AS IS" BASIS. THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING SUCH FACILITY INCLUDING, IN PARTICULAR, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

Dated this __ day of February, 2018.

CITY:

CITY OF STOUGHTON

By: _____
Donna Olson, Mayor

ATTEST

By: _____
Holly Licht, City Clerk