

GROUND LEASE

Document Number

Title

This Ground Lease (“**Lease**”) is made and entered into retroactively effective as of the 8th day of May, 2003 by and between **MACLT TROY GARDENS CONSERVANCY PARCEL, LLC**, a Wisconsin limited liability company (“**Landlord**”) and the **COUNTY OF DANE**, a Wisconsin body corporate (“**Tenant**”), and each party has signed this Lease on the date set forth below adjacent to its signature.

WITNESSETH:

WHEREAS, Landlord owns the land located at 502 Troy Drive, Madison, Wisconsin and described as Lot One (1) of Certified Survey Map No. 11685 recorded in the Dane County, Wisconsin Register of Deeds Office in Volume 71 of Certified Survey Maps, page 238, as Document No. 4165022, in the City of Madison, Dane County, Wisconsin (“**Conservancy Parcel**”); and

Name and Return Address

Timothy J. Radelet
Foley & Lardner LLP
Post Office Box 1497
Madison, Wisconsin 53701-1497

251/0809-264-0801-7

Parcel Identification Number

WHEREAS, a portion of the Conservancy Parcel is the land shown in the areas marked as 1 through 5 on the master plan attached as Exhibit A (“**Leased Premises**”) ; and

WHEREAS, Tenant and the Wisconsin Department of Natural Resources (“**DNR**”) entered into a Recreation Aids Grant Agreement or Project Funding Agreement (Project Number S-ADLP-769), executed by Tenant on May 21, 2003 and by DNR on May 8, 2003 (“**Agreement**”), pursuant to which the DNR agreed to fund a grant (“**Grant**”) to Tenant to be applied to a portion of the expenses of conducting certain activities on the Leased Premises; and

WHEREAS, the terms of the Agreement are incorporated into this Lease as though the Agreement was fully stated herein; and

WHEREAS, the Agreement was entered into pursuant to Section 23.09(20), *Wisconsin Statutes*, and *Wisconsin Administrative Code* Section NR 51.904, and *Wisconsin Administrative Code* Section NR 51.904(9)(b) provides that Tenant must have, with respect to the Leased Premises, a lease of 20 years or more, and oversight and control of the property for at least 20 years;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Lease. Landlord hereby leases the Leased Premises to Tenant for a period commencing on May 8, 2003 and continuing through May 8, 2023. Prior to the date on which both of the parties hereto shall have executed this Lease, Landlord, since April 18, 2006 when

Landlord acquired title to the Conservancy Parcel, and its predecessor in title, for the period from May 8, 2003 through April 18, 2006, leased the Leased Premises to Tenant on an oral basis. This is a nonexclusive lease, and Landlord is free to use and lease the Leased Premises to others from time to time provided that any such lessee shall not interfere with Tenant's use of the Leased Premises or damage, destroy or remove any plantings or improvements installed on the Leased Premises at any expense funded by the Grant. Specifically, Landlord may lease the Leased Premises to Friends of Troy Gardens, Inc., a Wisconsin nonstock corporation.

2. Use. Tenant may use the Leased Premises only for the purpose of implementing the activities described in the Agreement, all as may be determined to be appropriate by Tenant from time to time. Tenant shall exercise such oversight and control over the Leased Premises as may be required by law applicable to, and the terms of, the Agreement and the Grant. Tenant may open the Leased Premises to the public for nature based outdoor education and recreation, and may permit members of the general public, employees of the DNR, and other of its invitees on the Leased premises. Tenant shall not undertake any activities on the Leased Premises in violation of any applicable law. The Conservancy Parcel shall be open to the public for nature based outdoor education and recreation pursuant to that certain Conservation Easement between Madison Area CLT Corporation and Urban Open Space Foundation, Inc., a Wisconsin nonstock corporation ("UOSF"), recorded in the office of the Dane County Register of Deeds as document number 3425048, as amended from time to time.

3. Rent. Since the purpose of this Lease is to meet the legal qualifications for the Grant, and the Grant proceeds are to be applied to expenses of activities to take place on the Leased Premises, there will be no rent payable pursuant to this Lease and no additional consideration shall be necessary to make this Lease enforceable.

4. Subordination. Tenant's rights under this Lease are expressly subordinate to all of the matters of record listed on the attached Exhibit B, and Tenant shall conduct all of its activities on the Leased Premises in compliance with the requirements of all such matters. In addition, the Lease is expressly subordinated to all mortgages and related contracts, including all related land use restriction agreements, securing or related to any indebtedness of Landlord and executed and recorded subsequent to April 30, 2006 as a lien against the Leased Premises, provided that each lender of any such loan executes a nondisturbance agreement with respect to this Lease pursuant to which the lender agrees to not disturb this Lease and allow it to remain in full force and effect as long as Tenant is not in default hereunder.

5. Covenants. Tenant covenants:

a. Liens. To not subject the Leased Premises to liens or encumbrances;

b. Waste. Not to commit waste upon the Leased Premises;

c. Sublease. Not to sublease or otherwise convey any of its rights granted under this Lease, although it may authorize UOSF to carry out in behalf of Tenant any or all of the activities to be conducted under the terms of the Agreement;

d. Removal. Not to remove, demolish or materially alter any part of the Lease Premises, except to the extent Tenant determines it is necessary or convenient to carry out the activities described in the Agreement; and

e. Inspection. To allow Landlord and its agents and invitees to enter the Leased Premises and inspect it at any reasonable time, and to conduct such tests, assessments, and other activities as Landlord may wish, provided Landlord does not unreasonably interfere with Tenant's activities upon the Lease Premises.

6. Default. In the event that DNR determines that Tenant is in default under the terms of the Agreement, or it Tenant fails to observe any of the terms of this Lease, Landlord may provide written notice thereof to Tenant, to the attention of its Real Estate Officer, 1 Fen Oak Court #234, Madison, Wisconsin 53718, or such other address as Tenant may provide to Landlord. Tenant shall have sixty days to cure any such default. If it fails to timely do so or fails during that time to take and pursue reasonable steps to attempt to cure the default, Landlord may provide written notice thereof to Tenant and this Lease shall then be null and void and of no further force or effect. This Lease shall terminate with respect to any portion of the Leased Premises upon condemnation thereof, and in such case Tenant shall have no right to any portion of any condemnation proceeds.

IN WITNESS WHEREOF, the parties have executed this Lease to be effective as provided above.

**MACLT TROY GARDENS
CONSERVANCY PARCEL, LLC**
By Madison Area CLT Corporation, Sole
Member

COUNTY OF DANE

By: _____
Kathleen M. Falk, County Executive

By: _____
Gregory Rosenberg,
Executive Director

By: _____
Robert Ohlsen, County Clerk

Date: _____, 2006

Date: _____, 2006

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2006, the above-named Gregory Rosenberg, to me known to be the Executive Director of Madison Area CLT Corporation, the sole member of MACLT Troy Gardens Conservancy Parcel, LLC, who executed the foregoing instrument and acknowledged that he executed the same for the purposes therein contained on behalf of said company.

signature

printed name
Notary Public, Dane County, Wisconsin
My commission:_____

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2006, the above-named Kathleen M. Falk, to me known to be the County Executive of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged that she executed the same for the purposes therein contained on behalf of said county.

signature

printed name
Notary Public, Dane County, Wisconsin
My commission:_____

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

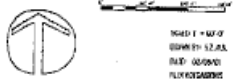
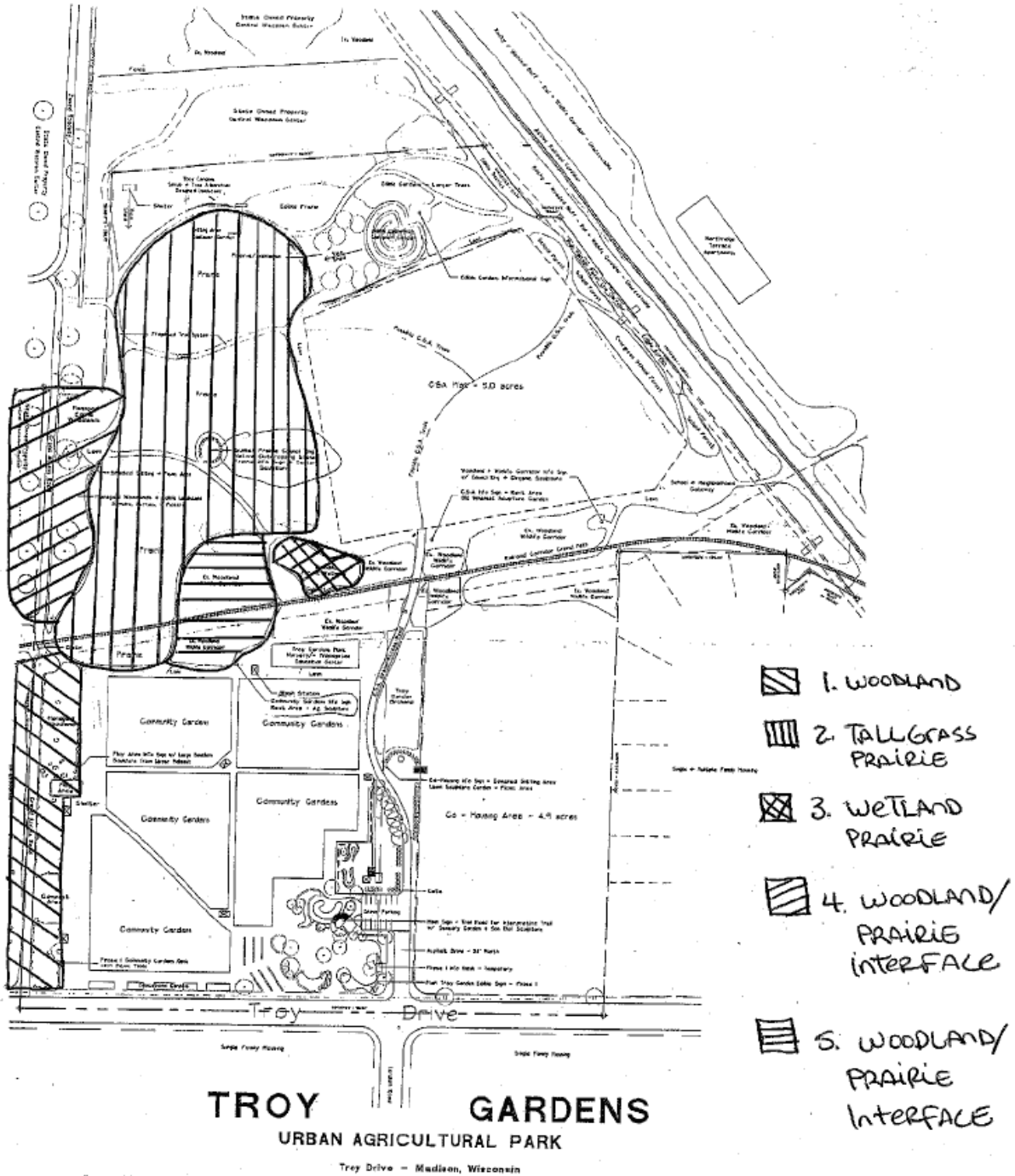
Personally came before me this ____ day of _____, 2006, the above-named Robert Ohlsen, to me known to be the County Clerk of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged that she executed the same for the purposes therein contained on behalf of said county.

signature

printed name
Notary Public, Dane County, Wisconsin
My commission:_____

This instrument was drafted by Timothy J. Radelet.

LEASED PREMISES



TROY GARDENS
URBAN AGRICULTURAL PARK

Troy Drive - Madison, Wisconsin

MASTER PLAN

ZIEGLER DESIGN ASSOCIATES
 Landscape Architects / Land Planning
 Steven G. Ziegler, LLC - Madison, WI, LLC
 419 Capitol View Drive, Madison, Wisconsin 53702
 P 608.332.0200 F 608.332.0201

SUPERIOR MATTERS OF RECORD

1. Special taxes or assessments, if any.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Leased Premises.
3. Easements or claims of easements not shown by public records.
4. Any claim of adverse possession or prescriptive easement.
5. General and special taxes for the year 2006 and subsequent years.
6. Order contained in instrument recorded on May 4, 1948, as Document No. 763672.
7. Easement and conditions contained in instrument recorded on December 3, 1987, in Volume 10881 of Records, page 38, as Document No. 2057132.
8. Restrictions contained in instrument recorded on January 7, 2002, as Document No. 3425046.

Affidavit of Correction for the above instrument recorded on March 14, 2005, as Document No. 4030319.
9. Conservation Easement and conditions contained in instrument recorded on January 7, 2002, as Document No. 3425048.

First Amendment contained in instrument recorded on December 14, 2000, as Document No. 4000820.

Second Amendment contained in instrument recorded on November 22, 2005, as Document No. 4135527.

Affidavit of Correction for the above instrument recorded on March 14, 2005, as Document No. 4030320.
10. Electric Transmission Line Easement and conditions contained in instrument recorded on March 16, 2005, as Document No. 4031251.
11. PUD/GDP/SIP Project Drawings and related zoning Documents/Plans contained in instrument recorded on March 16, 2006, as Document No. 4171301.
12. Notes and Notations set forth on Certified Survey Map No. 11685, recorded as Document No. 4165022.
13. Water main and sanitary sewer easements across the captioned premises as shown on Certified Survey Map No. 11685, recorded as Document No. 4165022.

14. Non-exclusive Ingress-Egress Easement across Lot 2 for benefit of Lot 1 as shown on Certified Survey Map No. 11685, recorded as Document No. 4165022.
15. MG&E Electric Line Easement as shown on Certified Survey Map No. 11685, recorded as Document No. 4165022, recorded as Document No. 4165022.
16. Public Permanent Limited Easement and overhead electric line easements as shown on Certified Survey Map No. 11685, recorded as Document No. 4165022.
17. Ingress-Egress Easement, recorded as Document No. 4184045.
18. \$153,429.23 Real Estate Mortgage to the City of Madison, recorded as Document No. 4184039.