

## GROUND LESSOR ESTOPPEL CERTIFICATE

This GROUND LESSOR ESTOPPEL CERTIFICATE (this “*Certificate*”), dated as of \_\_\_\_\_, 2022 (the “*Effective Date*”), is executed by Dane County, a Wisconsin quasi-municipal corporation (the “*Lessor*” or the “*County*”).

Lessor currently leases the real property described in the Lease (defined below) to Corben Lakeland, LLC, a Wisconsin limited liability company (the “*Lessee*”), pursuant to the terms of that certain lease with County, identified as Lease No. DCRA 96-12 dated August 23, 1996, as amended by a First Amendment dated December 3, 1997, as further amended and restated by that certain Amended and Restated Lease, dated November 6, 2012 (as amended and restated, the “*Lease*”), under the terms of which Lessee leases from County land situated in Truax Air Park, Madison, Wisconsin, more particularly described as Lot 3, Certified Survey Map No. 13328, in the City of Madison, Dane County, Wisconsin (the “*Premises*”). All section references in this Certificate refer to the Lease.

Lessee desires to assign its interest in the Lease to the South Central Library System (“*Transferee*”), and Transferee desires to assume Lessee's interest in the Lease.

Lessor hereby certifies, as of the Effective Date, to Transferee that:

1. Lessor (a) is the sole record fee owner of the Premises, and (b) is the landlord under the Lease. Lessee is the tenant under the Lease. Lessor has received no written notice that Lessee has assigned or will assign the Lease and its leasehold interests therein except to Transferee.

2. The Lease attached hereto as **Schedule 1** is a true, complete, and correct copy of the Lease and represents the entire understanding between Lessor and Lessee regarding the subject matter addressed in the Lease and there are no amendments or modifications to or affecting the Lease other than as provided in **Schedule 1**. The Lease is in full force and effect and there has been no other amendment, modification, supplement, extension or assignment of any kind or nature varying the stated terms and conditions thereof.

3. The rent due under the Lease has been paid through the date hereof. The current monthly rent under the Lease is \$1,791.92 per month.

4. The Lease is set to expire on July 1, 2050, and no options to extend or renew have been exercised under the Lease.

5. To the actual knowledge of Lessor, neither Lessor nor Lessee is in default under the terms of the Lease. There are no circumstances or facts that with the giving of notice or passage of time would constitute a default under the Lease or would give rise to a termination right exercisable by Lessor. No controversy presently exists between Lessor and Lessee, including any litigation or arbitration, with respect to the Lease. To the actual knowledge of Lessor, there are no existing or outstanding offsets, counterclaims, defenses, deductions, or credits whatsoever with respect to the Lease, or any amount owing under the Lease.

6. Lessor has not received written notice of any actual or pending eminent domain proceedings or other governmental actions against any interest in the Lease.

7. The use of the Premises as an office, storage, or warehousing in connection with a library system is a permitted use under the Lease and does not violate any provision of the Lease relating to restrictions on the use of the Premises.

8. All improvements on the Premises, and all alterations thereto, have been built and constructed in accordance with the Lease and all approvals required for any such improvements or alterations were obtained pursuant to the terms of the Lease.

9. The undersigned signatory represents and warrants that she is duly authorized to execute this Certificate on behalf of Lessor.

10. Any current or future lender and the South Central Library System may rely on the accuracy and truthfulness of the contents within this Certificate in connection with the Lease.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the undersigned has duly executed this Certificate as of the date first above written.

**LANDLORD:**

DANE COUNTY, a Wisconsin quasi-municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1**

**LEASE**

(see attached)