

# Dane County Contract Cover Sheet

Revised 06/2021

RES 175

<b>Dept./Division</b>	820/Airport		
<b>Vendor Name</b>	Black & White Properties LLC	<b>MUNIS #</b>	32301
<b>Brief Contract Title/Description</b>	Assignment of lease No DCRA 80-12 from BAK-1 LLC to Black & White Properties LLC for 2.21 acres owned by DCRA at 2423 American Lane		
<b>Contract Term</b>	Expires 11/30/2079		
<b>Contract Amount</b>			

<b>Contract #</b> Admin will assign	4391B
<b>Type of Contract</b>	
<input checked="" 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 type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Rodney Knight	<b>Name</b>	Tia Murray
<b>Phone #</b>	608-246-3380	<b>Phone #</b>	(608) 770-9080
<b>Email</b>	knight@msnairport.com	<b>Email</b>	tia@harambeevillage.org
<b>Purchasing Officer</b>			

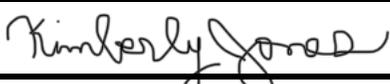
<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Year</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

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.

<b>Resolution</b> Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	175
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Year</b>
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL
<b>Dept. Head / Authorized Designee</b>


APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 9/24/21	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, September 28, 2021 9:52 AM  
**To:** Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #4391B  
**Attachments:** 4391B.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 9/28/2021 10:22 AM	Approve: 9/28/2021 10:22 AM
	Gault, David	Read: 9/28/2021 9:54 AM	Approve: 9/28/2021 9:55 AM
	Patten (Purchasing), Peter		Approve: 9/28/2021 10:01 AM
	Lowndes, Daniel		Approve: 9/28/2021 10:47 AM
	Stavn, Stephanie	Read: 9/28/2021 10:47 AM	
	Oby, Joe		

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

Contract #4391B  
Department: Airport  
Vendor: Black & White Properties LLC  
Contract Description: Assignment of lease No DCRA 80-12 from BAK-1 LLC to Black & White Properties LLC for 2.21 acres owned by DCRA at 2423 American Lane (Res 175)  
Contract Term: 10/1/21 – 11/30/2079  
Contract Amount: \$--

### *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 in accordance with COVID 19 response guidelines.

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**2021 RES-175**

**AUTHORIZING APPROVAL OF ASSIGNMENT AND AMENDMENT OF LEASE  
INVOLVING LAND AT THE DANE COUNTY REGIONAL AIRPORT**

Lease No. DCRA 80-12  
BAK-1 LLC to Black and White Properties LLC

10 Under Lease No. DCRA 80-12 (the "Lease") BAK-1 LLC leases from Dane County  
11 a parcel of land located adjacent to the Dane County Regional Airport at 2423 American  
12 Lane, Madison, Wisconsin. An office building and associated improvements owned by  
13 BAK-1 LLC are located on the leased parcel, which is approximately 2.21 acres in area.  
14 BAK-1 LLC has accepted an offer from Black and White Properties LLC for the purchase  
15 of the foregoing building and improvements. As is required under the Lease, BAK-1 LLC  
16 and Black and White Properties LLC now seek Dane County's approval of an assignment  
17 of the Lease to Black and White Properties LLC. Additionally, the parties desire to amend  
18 the Lease to clarify the ownership status of leasehold improvements upon expiration of  
19 the Lease, and to refine the provisions in the Lease addressing mortgage loans obtained  
20 by the lessee. Airport staff has determined that approval of the requested lease  
21 amendment and assignment to Black and White Properties LLC is in Dane County's best  
22 interest.

23 NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the  
24 Dane County Clerk are authorized to execute on behalf of Dane County an Approval of  
25 Assignment and Amendment of Lease for Land at the Dane County Regional Airport, as  
26 set forth above.

**APPROVAL OF ASSIGNMENT AND AMENDMENT OF LEASE FOR LAND AT THE  
DANE COUNTY REGIONAL AIRPORT**

Lease No. DCRA 80-12  
BAK-1 LLC to Black & White Properties, LLC

**THIS APPROVAL OF LEASE ASSIGNMENT AND AMENDMENT** of Lease for Land at the Dane County Regional Airport (the "Approval") is entered into by and among Dane County, a Wisconsin quasi-municipal corporation ("County"), BAK-1 LLC, a company organized under the laws of the State of Wisconsin ("Lessee"), and Black & White Properties LLC, a limited liability company organized under the laws of the State of Wisconsin ("Assignee"), and shall be effective as of the date it is fully executed by all parties.

**WITNESSETH:**

**WHEREAS** Lessee is a party to a lease with County, identified as Lease No. DCRA 80-12, as modified by an Amendment effective December 1, 2000 (as modified, the "Lease"), under the terms of which Lessee leases from County land located adjacent to the Dane County Regional Airport (the "Airport") at 2423 American Lane, Madison, Wisconsin (the "Premises"); and

**WHEREAS** Lessee and Assignee have requested that County approve Lessee's assignment of the Lease to Assignee, and

**WHEREAS** County and Assignee wish to amend the Lease as set forth herein to clarify the provisions in the Lease addressing mortgage loans obtained by the lessee thereunder; and

**WHEREAS** County deems it advantageous to itself and its operation of the Airport to approve the assignment of the Lease to Assignee and amend the Lease as set forth herein;

**NOW, THEREFORE**, County, Lessee, and Assignee agree as follows.

1. The Lease shall remain in full force and effect unchanged in any manner by this Approval except for those changes expressly set forth herein.

2. Assignee accepts and assumes all of the rights and obligations of the lessee under the Lease, including any and all debts and obligations existing and owing to County thereunder on the effective date of this Approval.

3. The County approves the assignment by Lessee of its rights and obligations under the Lease to Assignee, and the acceptance and assumption thereof by Assignee.

4. The Lease shall be amended by deleting in its entirety the first sentence in Article VI, Section N and replacing said sentence with the following:

Title to all improvements erected on the demised premises by Lessee or its predecessors in interest under this Lease shall be held by Lessee during the term of the lease and, upon expiration of the lease, Lessee shall convey to Lessor without further consideration title to all such improvements free and clear of all liens and in good condition and repair, normal wear and tear excepted.

5. The Lease shall be amended by deleting in its entirety Article VI, Section O and replacing said Section O with the following provision:

O. Mortgage Loans Obtained By Lessee - Lessee shall have the right during the term of this lease to obtain a loan or loans secured by a mortgage on Lessee's leasehold interest hereunder or improvements constructed or to be constructed on the Premises, or both. Such mortgage loan or loans encumbering improvements on the Premises shall be due and payable in full at least one (1) year prior to the expiration of the term of this lease. In no event shall any mortgage loan obtained by Lessee (i) impose personal liability on Lessor, (ii) encumber the premises leased hereunder or (iii) encumber in the aggregate in excess of ninety percent (90%) of the appraised fair market value of Lessee's leasehold interest plus the fair market value of the improvements on the demised premises. Upon the written request of Lessor, Lessee shall provide to Lessor a written statement certifying compliance with the foregoing conditions (i), (ii), and (iii).

6. The parties may evidence their agreement to be bound by the terms of this Approval upon counterparts of the document, which together shall constitute a single instrument. A legible photocopy, facsimile, or electronic copy of the Approval shall have the same effect for all purposes as an original.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF** County, Lessee, and Assignee, with the intent to be bound hereby, have executed this Approval on the dates indicated below.

**FOR DANE COUNTY:**

\_\_\_\_\_  
Joe Parisi  
Dane County Executive

Date: \_\_\_\_\_

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

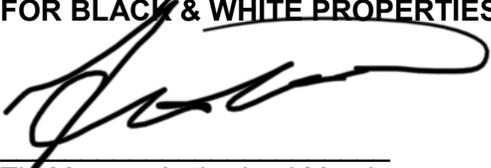
Date: \_\_\_\_\_

**FOR BAK-1 LLC:**

\_\_\_\_\_  
Anthony J. Regali, Authorized Signer

Date: \_\_\_\_\_

**FOR BLACK & WHITE PROPERTIES LLC:**

  
\_\_\_\_\_  
Tia Murray, Authorized Member

Date: **09/07/21**

**IN WITNESS WHEREOF** County, Lessee, and Assignee, with the intent to be bound hereby, have executed this Approval on the dates indicated below.

**FOR DANE COUNTY:**

\_\_\_\_\_  
Joe Parisi  
Dane County Executive

Date: \_\_\_\_\_

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

Date: \_\_\_\_\_

**FOR BAK-1 LLC:**

  
\_\_\_\_\_  
Anthony J. Regali, Authorized Signer

Date: 8-24-21

**FOR BLACK & WHITE PROPERTIES LLC:**

\_\_\_\_\_  
Tia Murray, Authorized Member

Date: \_\_\_\_\_