

Dane County Contract Addendum Cover Sheet

RES 033

Revised 06/2021

Contract # Admin: will assign	7448A
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Dept./Division	AIRPORT	Vendor Name	International Lane Madison, LLC
Brief Addendum Title/Description	Assignment and third amendment of land lease 2104 International Lane from International Lane, LLC to International Lane Madison, LLC	Vendor MUNIS #	32980
		Addendum Term	Expires 07/31/2083
		Amount (\$)	

Department Contact Information		Vendor Contact Information	
Contact	Adam Ussher	Contact	Sean Reimer
Phone #	608-246-3388	Phone #	608-850-9014/C:608-234-2678
Email	ussher.adam@msnairport.com	Email	sean@buildingsolutionz.com
Purchasing Officer			

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	PO Maintenance Needed	Org:	Obj:	Proj:	
	PO#	Org:	Obj:	Proj:	
<input type="checkbox"/>	No PO Maintenance Needed – <i>this addendum does not change the dollar amount of the contract.</i>				
<input type="checkbox"/>	New PO / Req. Submitted	Org:	Obj:	Proj:	
	Req#	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.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
A resolution is required when the total contracted amount first exceeds \$100,000. Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	Addendum #	Term	Amount	Resolution	
	Original			<input type="checkbox"/> None	Res# 2022 - 033
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
Total Contracted Amount			\$ 0.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input checked="" type="checkbox"/> Corporation Counsel: Adam Ussher	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL
Dept. Head / Authorized Designee


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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 7/8/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, July 8, 2022 3:18 PM
To: Hicklin, Charles; Gault, David; Lowndes, Daniel; Patten (Purchasing), Peter
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #TBD (DCRA 84-8)
Attachments: RES-033 CONTRACT.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/8/2022 3:44 PM	Approve: 7/8/2022 3:44 PM
	Gault, David	Read: 7/8/2022 3:35 PM	Approve: 7/8/2022 3:36 PM
	Lowndes, Daniel	Read: 7/11/2022 12:40 PM	Approve: 7/11/2022 12:40 PM
	Patten (Purchasing), Peter		Approve: 7/8/2022 3:20 PM
	Stavn, Stephanie	Read: 7/12/2022 9:53 AM	
	Oby, Joe		

Note – I have not assigned a contract number to this lease yet as I'm waiting to hear back from the Airport on what the contract number was for previous amendments to this lease.

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

Contract # -- waiting for info from the Airport from previous leases for this location

Department: Airport

Vendor: International Lane Madison LLC

Contract Description: Assignment and third amendment of land lease for 2104 American Lane DCRA 84-8 (Res 033)

Contract Term: Expires 7/31/2083

Contract Amount: \$0

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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2022 RES-033

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

Lease No. DCRA 84-8

Under Lease No. DCRA 84-8 (“Lease”), International Lane, LLC leases from Dane County approximately 2.07 acres of land located adjacent to the Dane County Regional Airport at 2104 International Lane, Madison, Wisconsin (“Leasehold Interest”). International Lane Madison, LLC seeks to purchase the Leasehold Interest, contingent upon Dane County’s approval to assign the Lease presently held by International Lane, LLC. Accordingly, International Lane, LLC requests Dane County’s approval to assign the Lease to International Lane Madison, LLC. Upon assignment, the terms and conditions of the Lease remain unchanged with the exception of the removal of Article VI, Subparagraph O.5. Dane County and International Lane, LLC desire to amend the lease to remove Article VI, Subparagraph O.5, clarifying that Dane County’s fee simple interest in the leased property may not be mortgaged or otherwise encumbered by the lessee. Airport staff has determined that approval of the requested Lease assignment and amendment is in Dane County’s best interest.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of Dane County an Approval of Lease Assignment and Third Amendment of Ground Lease approving the assignment of Lease No. DCRA 84-8 and removal of Article VI, Subparagraph O.5, clarifying the provisions regarding encumbering the leased premises, as set forth above.

ASSIGNMENT OF LEASE AND APPROVAL OF ASSIGNMENT

This instrument was drafted by
and should be returned to:

Dane County Regional Airport
4000 International Lane
Madison, WI 53704

Parcel I.D. Nos: 251-0810-304-0001-4

THIS ASSIGNMENT OF LEASE AND APPROVAL OF LEASE ASSIGNMENT IS NOT A CONVEYANCE AND NOT SUBJECT TO THE REAL ESTATE TRANSFER FEE OR TRANSFER RETURN PURSUANT TO SECTION 77.21, WIS. STATS.

THIS ASSIGNMENT OF LEASE AND APPROVAL OF LEASE ASSIGNMENT is entered into by and among Dane County ("Lessor"), a Wisconsin quasi-municipal corporation whose address is c/o Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704; International Lane, LLC ("Lessee"), a limited liability company organized under the laws of the State of Wisconsin, whose principal offices are located at 1920 Winchester Way, Waunakee, WI 53597; and International Lane Madison, LLC ("Assignee"), a limited liability company organized under the laws of the State of Wisconsin, whose principal offices are located at 2104 International Lane, Madison, WI 53704; and shall be effective upon full execution by the authorized representatives of all parties hereto.

WITNESSETH:

WHEREAS Lessee is a party to a lease with Lessor, identified as Lease No. DCRA 84-8, as modified by an Amendment to Ground Lease dated October 10, 1988 and further modified by an Amendment to Ground Lease dated March 23, 2004, (as modified, the "Lease"), under the terms of which Lessee leases from Lessor land located adjacent to the Dane County Regional Airport at 2104 International Lane, Madison, Wisconsin (the "Premises"), as described in Exhibit A attached hereto; and

WHEREAS the Lease is for a term of 99 years, commencing on August 1, 1984 and expiring on July 31 2083; and

WHEREAS Lessee and Assignee have requested that Lessor approve Lessee's assignment of the Lease to Assignee; and

WHEREAS Dane County has determined that it is in its best interest to approve the assignment of the Lease as requested.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by each party, Lessor, Lessee, and Assignee agree as follows:

- A. This assignment shall be conditioned upon satisfaction of the following (the "Closing Conditions"):
 - 1. Approval from Lessor, as evidenced by Lessor's signature on this Assignment of Lease and Approval of Lease Assignment;
 - 2. Execution by Lessor and Lessee of the Third Amendment to Ground Lease attached hereto as Exhibit B;
 - 3. Closing of Assignee's purchase of the improvements situated on the Premises from Lessee. As used herein, "Closing" shall mean the recording of a deed executed by Lessee transferring title to the improvements situated on the Premises to Assignee.
- B. The effective date of this Assignment of Lease and Approval of Lease Assignment shall be the date by when all Closing Conditions are satisfied ("Effective Date").
- C. Upon satisfaction of the Closing Conditions, Lessor hereby approves Lessee's assignment of all of its rights and obligations under the Lease to Assignee.
- D. Upon satisfaction of the Closing Conditions, Lessee hereby assigns all of its rights and obligations under the Lease accruing under the Lease on and after the Effective Date to Assignee.
- E. Upon satisfaction of the Closing Conditions, Assignee hereby accepts and assumes all of Lessee's rights and obligations accruing under the Lease from and after the Effective Date.
- F. The parties may evidence their agreement to be bound by the terms of this Assignment of Lease and Approval of Lease Assignment upon one or more counterparts of this instrument, which together shall constitute a single instrument.
- G. Upon satisfaction of the Closing Conditions, Assignee shall have this Assignment of Lease and Approval of Lease Assignment recorded in the office of the Dane County Register of Deeds.
- H. Upon satisfaction of the Closing Conditions, any and all notices, payments or communications required or necessary to be provided to Lessee under the Lease shall instead be directed as follows:

International Lane Madison, LLC
2104 International Lane
Madison, WI 53704

- I. Notwithstanding anything to the contrary in this Assignment of Lease and Approval of Lease Assignment or otherwise, the effectiveness of this agreement, and the terms set forth herein, shall be subject to and contingent upon the occurrence of the Closing Conditions. In the event that the Closing Conditions are not satisfied, this Assignment of Lease and Approval of Lease Assignment shall be void and have no force or effect.

IN WITNESS WHEREOF Lessor, Lessee, and Assignee, by their respective authorized agents, have caused this Assignment of Lease and Approval of Lease Assignment to be executed on the dates indicated below.

SIGNATURE PAGES FOLLOW

FOR LESSOR:

DANE COUNTY

Joe Parisi
Dane County Executive

Date: _____

Scott McDonell
Dane County Clerk

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2022, the above-named Joe Parisi, Dane County Executive, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same on behalf of Dane County, Wisconsin.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2022, the above-named Scott McDonell, Dane County Clerk, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same on behalf of Dane County, Wisconsin.

Notary Public, State of Wisconsin
My Commission expires: _____

FOR LESSEE:

INTERNATIONAL LANE, LLC



Darya Gurevich, Manager

Date: 05.05.2022

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 5th day of May, 2022, the above-named Darya Gurevich, to me known to be an authorized representative of International Lane, LLC, who executed the foregoing instrument and acknowledged the same on behalf of International Lane, LLC.

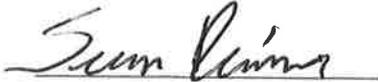


Notary Public, State of Wisconsin
My Commission expires: is permat

[Signature page to Approval of Lease Assignment]

FOR ASSIGNEE:

INTERNATIONAL LANE MADISON, LLC


Sean M. Reimer, Member

Date: 5/6/22

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 6th day of May, 2022, the above-named Sean M. Reimer, to me known to be an authorized representative of International Lane Madison, LLC, who executed the foregoing instrument and acknowledged the same on behalf of International Lane Madison, LLC.



Notary Public, State of Wisconsin
My Commission expires: 12/30/2023



[Signature page to Approval of Lease Assignment]

Exhibit A

Legal Description of Leased Premises

PART OF LOT THREE (3), CERTIFIED SURVEY MAP NO. 928 RECORDED IN VOLUME 4 OF CERTIFIED SURVEY MAPS OF DANE COUNTY, WISCONSIN, PAGES 166 AND 167, AS DOCUMENT NUMBER 1339389, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 NORTH, RANGE 10 EAST, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN; THENCE NORTH $88^{\circ} 37' 19''$ WEST, 1157.50 FEET; THENCE SOUTH $01^{\circ} 22' 41''$ WEST, 33.00 FEET; THENCE NORTH $88^{\circ} 37', 19''$ WEST, 568.84 FEET; THENCE SOUTH $20^{\circ} 10' 52''$ WEST, 1970.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $44^{\circ} 27' 43''$ EAST, 479.57 FEET; THENCE SOUTH $45^{\circ} 41' 03''$ WEST, 210.00 FEET; THENCE NORTH $44^{\circ} 16' 23''$ WEST, 380.11 FEET; THENCE NORTH $20^{\circ} 10' 52''$ EAST, 231.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 251-0810-304-0001-4

Property Address: 2104 International Lane
Madison, WI 53704

EXHIBIT B

THIRD AMENDMENT TO GROUND LEASE



THIRD AMENDMENT OF GROUND LEASE

Dane County Regional Airport
Lease No. DCRA 84-8

THIS THIRD AMENDMENT to the Ground Lease (the "Amendment") is entered into by and between the County of Dane, a Wisconsin quasi-municipal corporation ("Lessor"), and International Lane, LLC, a Wisconsin Limited Liability Company ("Lessee"), and shall be effective as of the date it is fully executed by both parties (the "Effective Date").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to Lease No. DCRA 84-8 (the "Lease") pursuant to which Lessee leases certain land (the "Leased Premises") at the Dane County Regional Airport (the "Airport"); and

WHEREAS, Lessee wishes to assign the Lease to International Lane Madison, LLC ("Assignee"), and Assignee wishes to accept the assignment of the Lease ("Assignment");

WHEREAS, Lessee requires Lessor's prior written approval before the Assignment is executed;

WHEREAS, Lessor and Lessee have agreed to certain modifications to the Lease as a condition precedent to Lessor's approval;

NOW THEREFORE, in consideration of the promises and mutual covenants and conditions contained herein, the parties agree as follows:

1. The Lease, as amended, shall remain in full force and effect unchanged in any manner by this Amendment except for those changes expressly set forth below.
2. Article VI, Subparagraph O.5 of the Lease is hereby deleted in its entirety.
3. The parties may evidence their agreement to be bound by the terms of this Amendment upon one or several counterparts of this document, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Amendment shall have the same effect for all purposes as an original.

- 4. This Amendment shall become effective (the "Effective Date") upon the date it is signed by both parties.
- 5. In the event the recording of a deed executed by the Lessee transferring title to the improvements situated on the Leased Premises to the Assignee does not occur on or before January 1, 2023, this Amendment shall thereafter be deemed null and void in all respects.

IN WITNESS WHEREOF the parties hereto have below executed this Amendment as of the dates so indicated.

FOR INTERNATIONAL LANE, LLC



Darya Gurevich
Manager

Date: 05.05.2022

FOR DANE COUNTY

Joe Parisi
Dane County Executive

Date: _____

Scott McDonell
Dane County Clerk

Date: _____