

Dane County Contract Addendum Cover Sheet

Res 202

Revised 06/2021

Contract # Admin will assign	11300K
Vendor Name	South Central Library System
Vendor MUNIS #	7246
Addendum Term	July 1, 2000 - July 1, 2050
Amount (\$)	no changes

Dept./Division	Airport
Brief Addendum Title/Description	Assignment and Amendment of land Lease No.DCRA 2016-18 at 1650 Pankratz Street from Corben Lakeland, LLC to SCLS

Department Contact Information		Vendor Contact Information	
Contact	Adam Ussher	Contact	Kerrie Goeden
Phone #	608-246-3388	Phone #	608-246-7972
Email	ussher.adam@msnairport.com	Email	kgoeden@scls.info
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 – this addendum does not change the dollar amount of the contract.			
<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# 202/2022
				<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
<i>Kimberly Jones</i>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 11/9/22 1300	Date Out: _____
		<input type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, November 9, 2022 12:06 PM
To: Hicklin, Charles; Gault, David; Rogan, Megan; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #11300K
Attachments: 11300K.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/9/2022 12:38 PM	Approve: 11/9/2022 12:38 PM
	Gault, David	Read: 11/9/2022 4:11 PM	Approve: 11/10/2022 8:25 AM
	Rogan, Megan	Read: 11/9/2022 2:36 PM	Approve: 11/9/2022 2:36 PM
	Lowndes, Daniel	Read: 11/9/2022 12:42 PM	Approve: 11/9/2022 1:14 PM
	Stavn, Stephanie	Read: 11/10/2022 9:26 AM	
	Oby, Joe		

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

Contract #11300K
Department: Airport
Vendor: South Central Library System
Contract Description: Assignment & Amendment of Land Lease DCRA 2016-18 at 1650 Pankratz Street from Corben Lakeland LLC to SCLS (Res 202)
Contract Term: 7/1/00 – 7/1/2050
Contract Amount: \$ no changes

Thanks much,
Michelle

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 am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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2022-RES-202

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

Lease No. DCRA 2016-18

Under Lease No. DCRA 2016-18 (“Lease”), Corben Lakeland, LLC (“Corben Lakeland”) leases from Dane County approximately 1.92 acres of land located adjacent to the Dane County Regional Airport at 1650 Pankratz Street, Madison, Wisconsin (“Leasehold Interest”). South Central Library System (“SCLS”) seeks to purchase the Leasehold Interest, contingent upon Dane County’s approval to assign the Lease currently held by Corben Lakeland. Accordingly, Corben Lakeland requests Dane County’s approval to assign the Lease to SCLS. Upon assignment, the terms and conditions of the Lease remain unchanged with the exception of clarifying two terms concerning the parties’ rights and responsibilities. Dane County and Corben Lakeland desire to amend the lease to establish this clarification. Airport staff has determined that approval of the requested Lease assignment and amendment is in Dane County’s best interest.

SCLS serves 65 library locations in Adams, Columbia, Dane, Green, Portage, Sauk and Wood Counties. SCLS provides administrative, consulting, delivery, ILS and shared catalog, and technology support and services to its member libraries with a mission of “Helping our member libraries provide the best possible service to the public.” SCLS also delivers library materials across the state of Wisconsin, including to the University of Wisconsin and its campuses.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of Dane County a Lease Assignment and Approval of Assignment, and Amendment to Amended and Restated Lease approving the assignment of Lease No. DCRA 2016-18 and clarifying two terms concerning the parties’ rights and responsibilities, as set forth above.

ASSIGNMENT OF LEASE AND APPROVAL OF ASSIGNMENT

This instrument was drafted by
and should be returned to:

Adam Ussher
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

Parcel I.D. Nos.:
251/0810-311-0313-8
251/0810-311-0396-4

THIS ASSIGNMENT OF LEASE AND APPROVAL OF ASSIGNMENT is between Dane County, a Wisconsin quasi-municipal corporation (“Lessor”), Corben Lakeland, LLC, a Wisconsin limited liability company (“Lessee”), and South Central Library System (“Assignee”).

RECITALS

1. Lessor is a Wisconsin quasi-municipal corporation whose address is c/o Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704.
2. Lessee is a Wisconsin limited liability company whose principal offices are located at 14 West Mifflin Street, Madison, Wisconsin 53703.
3. Assignee is a Wisconsin library system whose principal offices are located at 4610 South Biltmore Lane, Suite 101, Madison, Wisconsin 53718.
4. Lessor and Lessee are parties to Lease No. DCRA 96-12 Lease Lakeland, as amended and restated by Amended and Restated Lease No. DCRA 2016-18 (the “Lease”), by which Lessee leases from Lessor land located adjacent to the Dane County Regional Airport at 1650 Pankratz Street, Madison, Wisconsin, as more fully described in Exhibit A (the “Premises”). The Lease is also known as “Lease Lakeland” as defined in that certain Second Amendment to Agreement Creating Leases, recorded on November 12, 2012 as Document No. 4931934.

5. The Lease is for a term of 50 years, beginning on July 1, 2000 and ending on July 1, 2050, subject to Lessee's option to extend the lease for two additional terms of 25 years each.
6. Lessee and Assignee request that Lessor approve Lessee's assignment of the Lease to Assignee.
7. Lessor has determined that it is in its best interest to approve the assignment of Lease No. DCRA 2016-18 as requested.

AGREEMENT

Accordingly, the parties agree as follows:

1. This Assignment of Lease and Approval of Assignment is conditioned upon all of the following events occurring (the "Closing Conditions"):
 - a. Lessor's approval of this assignment, as evidenced by Lessor's signature on this Assignment of Lease and Approval of Assignment;
 - b. Lessor and Lessee's execution of the Amendment to Amended and Restated Lease attached as Exhibit B ("Amendment"); and
 - c. Closing of Lessee's sale of the improvements on the Premises to Assignee, as evidenced by the recording of a deed conveying said improvements from Lessee to Assignee.
2. The effective date of this Assignment of Lease and Approval of Assignment is the date that all Closing Conditions are satisfied ("Effective Date"). The term Lease as used herein also includes the Amendment and the amendments described in the Amendment in addition to the documents referred to above in Recital 4.
3. Lessor approves the assignment of the Lease to Assignee. Lessor agrees and confirms that, to Lessor's actual knowledge, Lessee has performed all its duties and obligations under the Lease which are to be performed on or prior to the Effective Date.
4. Lessee assigns all of its rights and obligations under the Lease to Assignee as of the Effective Date. As of the Effective Date, Lessor releases Lessee from its debts and obligations under the Lease.
5. As of the Effective Date, Assignee accepts and assumes all of the Lessee's rights and obligations under the Lease, including any and all debts and obligations under the Lease on the part of Lessee existing and owing to Lessor on and after the Effective Date.
6. The parties may evidence their agreement to be bound by the terms of this Assignment of Lease and Approval of Assignment upon one or more counterparts of this document,

which together constitute a single document. A photocopy, facsimile, or electronic copy of this Assignment of Lease and Approval of Assignment has the same effect as an original for all purposes. The parties stipulate that any such legible copy is admissible in evidence as the original itself in any proceeding, regardless of whether or not the original is in existence and whether or not such copy was made by a party in the regular course of business.

7. Assignee shall have this Assignment of Lease and Approval of Assignment recorded in the office of the Dane County Register of Deeds.

8. Any and all notices, payments, or communications required or necessary to be provided to the lessee under the Lease shall instead be directed to the following address:

South Central Library System
4610 South Biltmore Lane, Suite 101
Madison, Wisconsin 53718

9. In the event that any of the Closing Conditions is not satisfied prior to December 31, 2022, this Assignment of Lease and Approval of Assignment will be deemed void.

To evidence the parties' agreement to this Assignment of Lease and Approval of Assignment, they have executed and delivered it on the dates indicated below.

SIGNATURE PAGES FOLLOW

LESSOR

Dane County

By: _____
Joe Parisi
Dane County Executive

Date: _____

By: _____
Scott McDonell
Dane County Clerk

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 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 _____, 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: _____

Exhibit A

Legal Description of Leased Premises

In Truax Air Park, Madison, Wisconsin: Lot 3, Certified Survey Map No. 13328, recorded in the Office of the Register of Deeds for Dane County, Wisconsin on July 23, 2012, in Volume 86 of Certified Survey Maps, Page 141, as Document No. 4893393, located in the City of Madison, Dane County, Wisconsin.

Exhibit B

Amendment to Amended and Restated Lease

AMENDMENT TO AMENDED AND RESTATED LEASE

THIS AMENDMENT TO AMENDED AND RESTATED LEASE is between Dane County, a Wisconsin quasi-municipal corporation ("Lessor"), and Corben Lakeland, LLC, a Wisconsin limited liability company ("Lessee"); and is effective upon (1) full execution by the authorized representatives of all parties and (2) the closing of the sale of the improvements on the Premises from Lessee to South Central Library System ("Assignee"), as evidenced by the recording of a deed conveying said improvements from Lessee to Assignee.

RECITALS

1. Lessor and Lessee are parties to Lease No. DCRA 96-12 Lease Lakeland, as amended and restated by Amended and Restated Lease No. DCRA 2016-18 (as amended and restated, the "Lease"), by which Lessee leases from Lessor land located adjacent to the Dane County Regional Airport at 1650 Pankratz Street, Madison, Wisconsin, as more fully described in Section 1 of the Lease (the "Premises"). The Lease is also known as "Lease Lakeland" as defined in that certain Second Amendment to Agreement Creating Leases, recorded on November 12, 2012 as Document No. 4931934.
2. Lessor and Lessee desire to amend the Lease to clarify the parties' rights and responsibilities.
3. Lessor has determined that the requested amendment is fair and reasonable.

AGREEMENT

Accordingly, the parties agree as follows:

1. The Lease will remain in full force and effect and is changed by this Amendment only to the extent expressly stated below.
2. In the first sentence of Section 7.J(2) of the Lease, the phrase "all risks" is deleted and replaced with "all insurable risks (based on coverage available under commercially reasonable standard policies of property and casualty insurance)."
3. In the first sentence of Section 11 of the Lease, the phrase "Upon termination or expiration of the primary term of the Lease or any extension thereof," is deleted and replaced with "When the Lease expires or otherwise terminates,".
4. The parties may evidence their agreement to be bound by the terms of this Amendment by one or more counterparts of this document, which together constitute a single document. A photocopy, facsimile, or electronic copy of this Amendment has the same effect as an original for all purposes. The parties stipulate that any such legible copy is admissible in evidence as the original itself in any proceeding, regardless of whether or

not the original is in existence and whether or not such copy was made by a party in the regular course of business.

5. If the closing of Lessee's sale of the improvements on the Premises to Assignee does not occur prior to December 31, 2022, then this Amendment will be deemed void.

To evidence the parties' agreement to this Amendment to Amended and Restated Lease, they have executed and delivered it on the dates indicated below.

LESSOR

Dane County

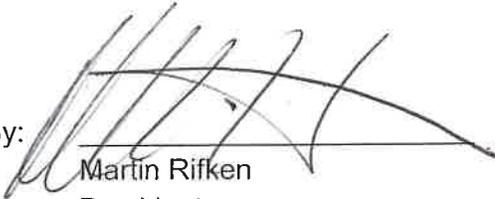
By: _____ Date: _____
Joe Parisi
Dane County Executive

By: _____ Date: _____
Scott McDonell
Dane County Clerk

LESSEE

Corben Lakeland, LLC

By: R&L Airport Associates, LLC, Manager

By:  _____ Date: 11/4/2022
Martin Rifken
President