

Res 271

## Dane County Contract Cover Sheet

<b>Dept./Division</b>	Airport
<b>Vendor Name</b>	Pankratz Building Land, LLC
<b>Vendor MUNIS #</b>	
<b>Brief Contract Title/Description</b>	Amend two leases: Lease C, DCRA 2016-13; and Lease D, DCRA 2016-14
<b>Contract Term</b>	No change 7/1/2000 - 6/30/2050
<b>Total Contract Amount</b>	\$ No change

<b>Contract #</b> <small>Admin will assign</small>	11300J
<b>Addendum</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	<b>Res #</b>	271	
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b>	2018	

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	10/10/18		
CU	Controller		10/12/18	
GC	Purchasing	10/15/18	10/15/18	
	Corporation Counsel	10/12/18	10/12/18	
	Risk Management	10/12/18	10/12/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Rodney Knight, Airport Counsel	<b>Name</b>	
<b>Phone #</b>	(608) 246-3388	<b>Phone #</b>	
<b>Email</b>	knight@msnairport.com	<b>Email</b>	
<b>Address</b>	4000 International Lane Madison, WI 53704	<b>Address</b>	

<b>Certification:</b> The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by: Rodney Knight, Airport Counsel</b>
<input type="checkbox"/>	Non-standard contract.

### Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
	<i>Kimberly Jones</i>	10/9/18
	<b>Printed Name</b>	
	Kimberly Jones, Acting Airport Director	

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
<b>Comments</b>		
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
<b>Comments</b>		

**AMENDMENT OF LEASES  
Dane County Regional Airport**

Amended and Restated Lease C, Ground Lease No. DCRA 2016-13  
Amended and Restated Lease D, Ground Lease No. DCRA 2016-14

**THIS AMENDMENT OF LEASES** is entered into by and between Dane County, a Wisconsin quasi-municipal corporation, and Pankratz Building Land, LLC, a business entity organized under the laws of the State of Wisconsin, and shall be effective upon full execution by all parties.

**WITNESSETH:**

**WHEREAS** Pankratz Building Land, LLC and Dane County are parties to two land leases captioned (i) Amended and Restated Lease C, Ground Lease No. DCRA 2016-13, and (ii) Amended and Restated Lease D, Ground Lease No. DCRA 2016-14 (the "Leases"), under which Pankratz Building Land, LLC is the lessee of two adjacent parcels of Dane County owned land in the Truax Air Park; and

**WHEREAS** Pankratz Building Land, LLC desires to sublease each of the two parcels demised under the Leases to a sublessee who intends to construct a building and related improvements on said parcels, with the right to thereafter lease the land and improvements to a third party tenant; and

**WHEREAS** Dane County has no objection to the subleasing arrangements proposed by Pankratz Building Land, LLC, provided (i) such subleasing arrangements do not in any manner diminish Dane County's security and protections in the event of default under the terms of either of the Leases, (ii) each of the Leases is amended to extinguish the right of Pankratz Building Land, LLC to terminate the lease in the event title to the premises leased thereunder is not free and clear of all liens and encumbrances, and (iii) each of the Leases is amended to remove all references to the now terminated Truax Air Park Declaration of Covenants, Conditions and Restrictions, and the body that formerly enforced said covenants.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is acknowledged by each party, Dane County and Pankratz Building Land, LLC agree as follows.

- A. Each of the Leases shall each remain in full force and effect unchanged in any manner by this Amendment of Leases, except for those changes expressly set forth herein.
- B. Each of the Leases shall be amended by deleting in its entirety Section 6.G., captioned *Tenant Leases*, and replacing said Section 6.G. with the following.

G. Sublessees and Tenants. Nothing contained herein shall require Lessor's consent for Lessee to sublease the demised premises in its entirety to a single sublessee, provided Lessor is furnished the security required pursuant to Section 7.O. below. Any sublease of the demised premises shall be expressly subject to the provisions of this Lease, shall subject the sublessee to the same conditions with respect to approval of improvements that are contained in this Lease as applicable to Lessee, and shall terminate upon or prior to expiration or earlier termination of this Lease. Lessee or, in the event of a sublet of the demised premises, the sublessee, shall not be required to obtain Lessor's consent to enter into leases (i) for space in improvements constructed on the demised premises, or (ii) for the entirety of the demised premises, provided such leases terminate upon or prior to expiration or earlier termination of this Lease.

- C. Each of the Leases shall be amended by deleting in its entirety Section 7.O., captioned *Title to Improvements and Liens Thereon*, and replacing said Section 7.O. with the following.

O. Title to Improvements and Security. At all times during the term of this Lease, Lessee shall hold title to any improvements constructed or placed by or for Lessee on the demised premises. Upon expiration or earlier termination of this Lease, Lessee shall convey to Lessor all improvements constructed or placed on the demised premises by or for Lessee, free and clear of all liens and in reasonable repair, normal wear and tear excepted. Notwithstanding the foregoing, Lessee may sublease the entire demised premises to a third party, and such third party sublessee may hold title to improvements approved by Lessor and thereafter constructed or placed by such third party lessee on the demised premises. The third party sublessee shall have the right to lease to others the demised premises and improvements thereon, in accordance with Section 6.G. of this Lease, provided the following security shall be provided to Lessor to secure Lessee's obligations under this Lease: (i) a collateral assignment of sublease granted by both Lessee and the third-party sublessee, (ii) a mortgage granted by the third-party sublessee encumbering the improvements it has constructed or placed on the demised premises, (iii) an assignment of all leases and rents granted by Lessee and the third party sublessee relating to the leasing of all or part of the space in the improvements on the demised premises, and (iv) a subordination, non-disturbance and attornment agreement from any end user tenant that leases the entirety of the demised premises. Further, by written agreement acceptable to Lessor, the third party sublessee shall agree that, upon expiration or earlier termination of this Lease, the third party sublessee shall convey to Lessor all improvements constructed or placed on the demised premises by or for the third party lessee, free and clear of all liens and in reasonable repair, normal wear and tear excepted. The security granted to Lessor under this section shall be subject and subordinate only to the rights and interests of lenders providing financing for the construction of improvements on the demised premises.

- D. Each of the Leases shall be amended by deleting in its entirety Section 9.C., captioned *Title Insurance*.
- E. Each of the Leases shall be amended by deleting from Section 7., captioned *Obligations of Lessee*, all references to the now terminated Truax Air Park Declaration of Covenants, Conditions and Restrictions, and all references to the Truax Air Park Design Review Committee.
- F. The parties may evidence their agreement to be bound by the terms of this Amendment of Leases upon one or more counterparts of this document, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this document shall have the same effect for all purposes as an original.

SIGNATURE PAGE FOLLOWS

**IN WITNESS WHEREOF** Dane County and Pankratz Building Land, LLC, by their authorized agents and with the intent to be bound hereby, have caused this Amendment of Leases to be executed on the dates indicated below.

**FOR DANE COUNTY:**

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

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

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

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

**FOR PANKRATZ BUILDING LAND, LLC:**

By:  Pyramid Property Management, LLC, Manager

\_\_\_\_\_  
Robert J. Lehmann  
President

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

10/31/18