

# Contract Cover Sheet

*Note: Shaded areas are for County Executive review.*

Department <b>AIRPORT</b>	Contract/Addendum #: <b>12897</b>																				
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input checked="" type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: Original lease term remains unchanged (expires 2082)																					
4. Amount of Contract or Addendum:																					
5. Purpose: Approval of assignment to 2801, LLC, and amendment of Lease No. DCRA 83-8 to clarify that the County's fee simple interest in the land that is the subject of the lease may not be mortgaged or otherwise encumbered by 2801, LLC, or any successor to the partnership's interest under the lease.																					
6. Vendor or Funding Source: <b>2801, LLC</b>																					
7. MUNIS Vendor Code: <del>109308</del> <b>27105</b>																					
8. Bid/RFP Number:																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
10. Are funds included in the budget? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <b>2016 RES-302</b>																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
15. Director's Approval:																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
Received	_____	<b>10/28/16</b>	_____	<b>2801, LLC</b>  Contact Person John Brigham  Phone No. (608) 692-0821  E-mail Address john@emi-mgmt.com	
Controller	_____	_____	<b>11/1/16</b>		
Corporation Counsel	_____	<b>11/01/16</b>	<b>11/01/2016</b>		
Risk Management	_____	<b>11-1-17</b>	<b>11-1-17</b>		
Purchasing	_____	<b>11/1/17</b>	<b>11/1/17</b>		
_____ County Executive	_____	_____	_____		

**Footnotes:**

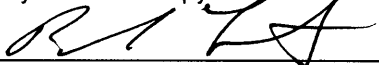
- 1.
- 2.

<b>Return to:</b>	Name/Title: <b>Redney Knight, Airport Counsel</b> Phone: <b>(608) 246-3388</b> E-mail Address: <b>knight@msnairport.com</b>	Dept.:	Dane County Regional Airport Mail Address: 4000 International Lane Madison, WI 53704
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**Certification**

The attached contract: [check as many as apply]

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 10-20-10 Signed: 

Telephone Number (608) 246-3380 Print Name: BRADLEY S. LIVINGSTON, AAE  
AIRPORT DIRECTOR

**Major Contracts Review (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**Executive Summary** (attach additional pages, if needed).

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 10-20-10 Signature: 

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

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

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

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

<sup>1</sup> A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**APPROVAL OF ASSIGNMENT AND SECOND AMENDMENT OF LEASE NO. DCRA 83-8**  
**Dane County Regional Airport**

**THIS APPROVAL OF ASSIGNMENT AND SECOND AMENDMENT OF LEASE** No. DCRA 83-8 is entered into by and between Dane County ("County"), a Wisconsin quasi-municipal corporation whose address is c/o Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704, and 2801, LLC, a company organized under Wisconsin law, whose address is c/o Executive Management, Inc., 2701 International Lane, Suite 100, Madison Wisconsin 53704, and shall be effective upon full execution by the authorized representatives of both parties hereto.

**WITNESSETH:**

**WHEREAS**, pursuant to the terms of a lease identified as Lease No. DCRA 83-8, as modified by an Amendment to Ground Lease executed on behalf of County on May 7, 1986 and by Addendum 1 to Lease dated December 2, 1991 (as modified, the "Lease"), County is the lessor of land located adjacent to the Dane County Regional Airport at 2801 International Lane, Madison, Wisconsin; and

**WHEREAS** the leasehold interest under the Lease has in the past been assigned, in part or whole, to various entities; and

**WHEREAS** 2801, LLC now seeks County's approval and ratification of the assignment of all rights and obligations under the Lease to 2801, LLC, and

**WHEREAS** Dane County has determined that it is in its best interest to approve and recognize 2801, LLC as the assignee of all rights and obligations set forth in the Lease; and

**WHEREAS** County and 2801, LLC both desire to amend the Lease to clarify that County's fee simple interest in the premises demised under the Lease may not be used as security for mortgage loans obtained by the lessee thereunder;

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is acknowledged by each party, County and 2801, LLC agree as follows.

- A. The Lease shall remain in full force and effect unchanged in any manner by this Approval of Assignment and Second Amendment of Lease except for those changes expressly set forth herein.
- B. 2801, LLC hereby accepts and assumes all of the rights and obligations accruing to the lessee under the Lease, including any and all debts and obligations existing thereunder on the effective date of this Approval of Assignment and Second Amendment of Lease.
- C. County approves the assignment and assumption of rights and obligations under the Lease, as set forth in Section B above.
- D. The Lease shall be amended by deleting in its entirety Article VI, Section O. 1, captioned *Mortgage Loans Obtained by Lessee*, and replacing said Article VI, Section O. 1 with the following.
  1. Mortgage Loans Obtained By Lessee - Lessee shall have the right during the term of this lease, at its own expense, to negotiate and obtain a loan or loans (and to extend, renew, refinance or replace any such loan or loans) which may be secured by a mortgage on Lessee's

leasehold interest hereunder or improvements constructed or to be constructed on the leased premises, or both. This Lease does not establish any restrictions on Lessee's right to mortgage its leasehold interest. Any mortgage loan obtained by Lessee, or any extension, renewal, refinancing or replacement thereof, encumbering any improvements on the leased premises (i) shall be due and payable in full at least one year prior to the expiration of the term of this Lease; (ii) shall not impose personal liability on Lessor; (iii) shall not encumber Lessor's interest in the premises leased hereunder; and (iv) shall not encumber in the aggregate in excess of eighty percent of the appraised fair market value of the improvements on the leased premises plus the value of the leasehold interest created under this Lease. Upon the written request of Lessor, Lessee shall deliver to Lessor a written statement signed by Lessee's chief financial officer certifying that any loan or extension, renewal, refinancing or replacement thereof encumbering or secured by a mortgage on improvements constructed or to be constructed on the leased premises meets the conditions set forth in this section.

- E. The Lease shall be amended by deleting in its entirety Article VI, Section O. 2, captioned *Proceeds of Mortgage*, and intentionally leaving blank said Article VI, Section O. 2.
- F. The Lease shall be amended by deleting in its entirety Article VI, Section O. 5, captioned *Subordination by Lessor*, and intentionally leaving blank said Article VI, Section O. 5.
- G. The Lease shall be amended by deleting in its entirety Article VI, Section O. 6, captioned *Mortgage of Lessee's Leasehold Interests*, and intentionally leaving blank said Article VI, Section O. 6.

**IN WITNESS WHEREOF** Dane County and 2801, LLC, by their respective authorized agents, have caused this Approval of Assignment and Second Amendment of Lease to be executed on the dates indicated below.

**FOR DANE COUNTY:**

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

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

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

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

**FOR 2801, LLC:**

  
\_\_\_\_\_  
Gregory A. Rice  
Member

Date: 9/27/16