

LEASE NO. DCRA 2018-08

DANE COUNTY, WISCONSIN  
LESSOR

AND

MADISON GAS AND ELECTRIC COMPANY  
LESSEE

SHORT TERM LAND LEASE

Dane County Regional Airport  
Madison, Wisconsin

## Lease No. DCRA 2018-08

This Lease by and between Madison Gas and Electric Company ("MGE"), a business entity created under the laws of the State of Wisconsin, and Dane County ("County"), a Wisconsin quasi-municipal corporation, shall be effective as of the date next to the signature of the last party to sign this Lease.

### WITNESSETH:

WHEREAS COUNTY, whose address is c/o Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704, is the owner of the Site\*; and

WHEREAS MGE, whose address is 623 Railroad Street, Madison, Wisconsin 53703, desires to enter into a lease providing access to the Site; and

WHEREAS COUNTY deems it to be in the best interest of the public and the Airport to lease to MGE the Site and to grant MGE certain rights upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, COUNTY AND MGE agree as follows.

1. Term. This Lease shall commence on the date it becomes effective, as set forth above, and terminate upon the first occurrence of any of the following:
  - (a) A lease between MGE and County allowing the construction, ownership and operation of a PV System on the Site becomes effective; or
  - (b) The MOU between MGE and County is terminated pursuant to its terms; or
  - (c) The expiration of a period of two years subsequent to the effective date of this Lease.
  
2. Permitted Uses. It is understood that the primary purpose of this Lease is to permit MGE to determine whether the Site is a suitable location on which to construct, own, and operate the PV System, and to gather information relating to preparing the Proposal and the Service Agreement and advocating and applying for PSCW Approvals and other necessary Approvals. MGE, its employees, contractors, agents, and invitees may enter upon and occupy the Site for the limited purpose of conducting surveys, soil sampling and other activities related to determining the suitability of the Site for the construction and operation of the PV System.
  
3. County Entry Upon the Site. County may enter upon the Site at any reasonable time for any purpose necessary, incidental to or connected with the exercise of its governmental functions, or to inspect the Site for compliance with all applicable laws, rules, regulations and covenants hereunder or to prevent waste, loss or destruction. During any such entry, the County shall use its best efforts to avoid interference with the activities of MGE as authorized hereunder.

\* Capitalized terms and acronyms that are defined or specified in the MOU dated October 1, 2018 and executed by the parties hereto have the same meaning when used in this Lease.

4. Rent. The annual rent for use and occupancy of the Site shall be \$200.00 per acre with the first annual payment due on the date this Lease becomes effective and, if not sooner terminated, on the first anniversary of such date.. MGE shall pay rent to County in advance on or before the first day of each month during the term of this Lease. Payment of rent shall be by check made payable to County of Dane, Wisconsin, and shall be paid at the Office of the Airport Director, 4000 International Lane, Madison, Wisconsin, 53704, such that it is received by the close of business on the date due. Overdue rent payments shall incur interest at the rate of one percent per month from the due date until paid in full. Acceptance by County of rent after expiration of the term of this Lease shall not result in a renewal or extension of this Lease or the creation of another lease.

5. Indemnification and Hold Harmless. MGE shall indemnify, hold harmless and defend County and the Airport from and against all claims for losses, costs, attorney fees, expenses and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, where such loss, damage, injury, or death caused, whether directly or indirectly, wholly or in part, from the exercise of the rights granted herein by MGE or its employees, agents, contractors, or invitees. MGE's obligation of indemnification, as set forth herein, shall not apply to loss, damage, injury, or death caused by the acts or omissions of County or its employees, agents, invitees, or any third party not on the Site not due to the exercise of MGE's rights under this Lease.

6. Insurance. MGE shall maintain during the term of this Lease, General Liability Insurance providing coverage for bodily injury, death and property damage with a limit of liability of not less than \$1,000,000 each occurrence and \$3,000,000 in the annual aggregate. Insurance provided shall be primary. MGE shall maintain said insurance with an insurer that is authorized to do business in the State of Wisconsin and has an A-AM Best rating or better. All insurance policies required hereunder shall name County as an additional insured. MGE shall, upon County's request, furnish County with a certificate(s) of insurance evidencing that the insurance required hereunder is in full force and effect. All insurance policies required under this Lease shall contain a provision that the insurer shall send to County written notice of cancellation or any material change in the coverage provided thereunder at least 10 days in advance of the effective date of the cancellation or change.

Notwithstanding the forgoing, County agrees that MGE, in lieu of the specific liability insurance required in this Section 6, shall be allowed to satisfy the insurance requirements under this Lease through the use of its existing general liability insurance program, which provides for a combination of self-insured retention and claims-made excess liability insurance policy.

7. Nondiscrimination and Accessibility. MGE, for itself, its representatives, successors and assigns, does hereby covenant and agree that (a) no person on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Site or any improvement or activity thereon; (b) that in the construction of any improvements on, over, or under the Site and the furnishing of services thereon, no person

shall be subjected to discrimination on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States; (c) that the MGE shall use the premises and conduct activities thereon in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended; and (d) that MGE shall provide access to the Site for the physically disabled as required by all applicable federal, state and local laws and regulations. Breach of the provisions herein prohibiting discrimination shall be material and grounds for immediate termination of this Lease.

8. MGE to Pay Fines or Forfeitures. MGE shall pay any forfeitures or fines levied upon County or the Airport through enforcement of any applicable federal, state or local regulation, rule or policy due to the acts or omissions of MGE, MGE's employees, agents, contractors, suppliers or invitees.

9. Authority of Airport Director. The Airport Director or his or her designee is authorized to act on behalf of County with respect to enforcement, modification, termination, authorizations, approvals and any similar matters affecting or arising from the terms of this Lease.

10. Military Provision. During time of war or national emergency as determined by Congress or the President, County shall have the right to lease any part of the Airport to the United States or the State of Wisconsin for military or governmental use and, if any such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the federal or state government, shall be suspended and, in such event, MGE shall have the right to terminate this Lease immediately upon delivery to County of written notice of termination, but shall have no other recourse against County.

11. Subordination. This Lease shall be subordinate to existing and future FAA regulation and the provisions of any existing or future agreement between County and the United States or State of Wisconsin relative to the development, operation or maintenance of the Airport, the execution of which agreement has been, or may be, required as a condition to the expenditure or availability of federal or state funds or property for the development of the Airport. Should the effect of such regulation or agreement be to substantially destroy the value of rights granted under this lease, MGE shall have the right to terminate this Lease immediately upon delivery to County of written notice of termination, but shall have no other recourse against County.

12. Airport Protection Clause. County reserves and MGE hereby grants for the benefit of the public, as well as County, the right to pursue all operations of the Airport, including the right of aircraft to fly in the airspace overlying the Site and to cause such noise and vibration as may be inherent in the operation of aircraft on or in the vicinity of an active airport. MGE shall not use or permit the use of the Site in any manner that causes or creates interference with navigational aids or communication between the Airport and aircraft, difficulty in distinguishing Airport lights and markers, interference with visibility between aircraft and the Airport, conditions

that attract birds or other wildlife that may pose hazards to aviation, or other hazards to the operation of aircraft at or in the vicinity of the Airport. MGE shall restrict the height of objects of any kind on the Site to a height that is in compliance with Title 14, Code of Federal Regulations, Part 77 and does not penetrate the One Engine Inoperable Surface defined using a 62.5:1 slope extending vertically and horizontally from the north pavement end of Airport Runway 3/21. County reserves the right to take any action it considers necessary to protect users of the Airport from any condition that may be hazardous to aviation, and may remove, or prevent MGE from constructing, keeping or placing, or permitting to be constructed, kept or placed, any object, material, device or equipment on the Site which the Airport Director determines would limit the usefulness of the Airport, or constitute a hazard to aviation or violation of FAA regulation, rule, order or advisory. In the event it is determined by the Airport Director or the FAA that any object or activity on the Site presents a hazard to aviation safety MGE shall immediately take and maintain measures, as directed by the Airport Director or FAA, that eliminate the hazard and any reoccurrence thereof.

13. Notices. Except as provided below with respect to emergencies, notice to either party shall be sufficiently served if it is in writing and is delivered by electronic mail and also either physically delivered or delivered by certified mail, to the party at its address as set forth below, or to such other address as may be provided by the party in writing from time to time

County:

c/o Airport Director  
Dane County Regional Airport  
4000 International Lane  
Madison, Wisconsin 53704

MGE:

Madison Gas and Electric Company  
623 Railroad Street  
Madison, WI 53703  
Attention: Vice President and General Counsel, Cari Anne Renlund,  
carenlund@mge.com

MGE shall provide to County, in writing, the name, address and telephone number(s) of a representative authorized to act on behalf of MGE with respect to performance under this Lease that County can contact 24 hours per day, seven days a week, in the event of exigent circumstances involving activities on the Site.

14 Compliance with Laws. MGE shall conduct all activities authorized or required under this Lease in compliance with all federal, state, and local laws, regulations, ordinances, codes, and the requirements or orders of any governmental authority having jurisdiction over such activities.

15. No Unauthorized Use. The Site is not to be used in any manner other than that expressly authorized herein without the written consent of County.

16. Restoration. In the event termination of this Lease under Section 1 above is not because a lease between MGE and County allowing the construction, ownership and operation

of a PV System on the Site becomes effective, MGE shall forthwith restore the Site to its condition at the effective date of this Lease.


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

IN WITNESS WHEREOF COUNTY AND MGE, with the intent to be bound hereby, have executed this Agreement on the dates indicated below.

**FOR DANE COUNTY:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Kimberly Jones, Director  
Dane County Regional Airport

**FOR MADISON GAS AND ELECTRIC COMPANY:**

  
\_\_\_\_\_ Date: 01/29/2019  
Donald D. Peterson,  
Assistant Vice President - \_  
Strategic Products and Services