

# Dane County Contract Cover Sheet

Res 222  
Significant

<b>Dept./Division</b>	Airport/Administration
<b>Vendor Name</b>	Madison Gas & Electric Company
<b>Vendor MUNIS #</b>	4761
<b>Brief Contract Title/Description</b>	Lease of County Owned Land and to Secure Rights to Facilitate the Construction and Operation of a Photovoltaic Solar Array.
<b>Contract Term</b>	When Array becomes operational. 30 years.
<b>Total Contract Amount</b>	\$ 200.00/acre first 12 months thereafter adjusted CPI

<b>Contract #</b> <small>Admin will assign</small>	13795
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" 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	\$

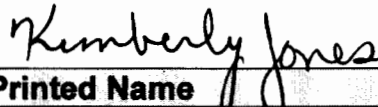
<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	<b>Res #</b>	222	
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b>	2019	

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	9/6/19		
	Controller		9/10/19	
MB	Purchasing	9/11/19	9/11/19	
	Corporation Counsel	9/11/19	9/11/19	
DL	Risk Management	9/10/19	9/10/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Rodney Knight, Airport Counsel	<b>Name</b>	Cari Anne Renlund, VP & Gen'l Counsel
<b>Phone #</b>	(608) 246-3388	<b>Phone #</b>	
<b>Email</b>	knight@msnairport.com	<b>Email</b>	carenlund@mge.com
<b>Address</b>	4000 International Lane Madison, WI 53704	<b>Address</b>	623 Railroad St. Madison, WI 53703

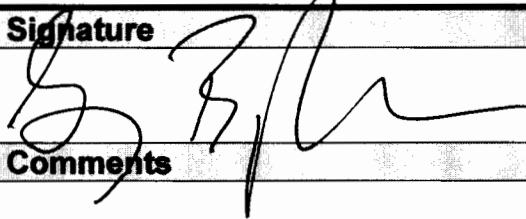
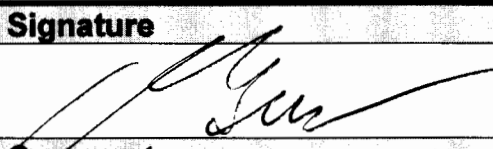
<b>Certification:</b> The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by: Rodney Knight, Airport Counsel</b>
<input 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>
		9/3/19
	<b>Printed Name</b>	
	Kimberly Jones, 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>
		10/4/19
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
		9/11/19
	<b>Comments</b>	

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34

**RES 2019-222**

**AUTHORIZING A LEASE WITH MADISON GAS AND ELECTRIC COMPANY  
FOR LAND ON WHICH TO CONSTRUCT AND OPERATE A SOLAR ARRAY  
-Dane County Regional Airport-**

Dane County and Madison Gas and Electric Company ("MG&E") have negotiated a lease (the "Lease") involving 67.71 acres of vacant land on the northern boundary of the Dane County Regional Airport. MG&E proposes to construct and operate a solar photovoltaic array for the generation of electrical power, and to enter into an associated Service Agreement with Dane County under which green electric power will be provided to the Airport and other County departments. Because MG&E is a public utility company, the Service Agreement must be approved by the Public Service Commission of Wisconsin. Additionally, due to the location of the leasehold on federally obligated Airport lands, the Lease is subject to approval by the Federal Aviation Administration. The Lease is contingent upon receipt of both of the foregoing approvals, and will not be fully effective until the approvals are granted.

The Lease has an initial term of 30 years, and MG&E has an option to extend the term for an additional five years. During the initial 12 months of the Lease term, the annual rent for the solar array parcel \$13,542 (\$200 per acre), and is thereafter subject to annual increases based on the Consumer Price Index.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are hereby authorized to execute on behalf of the County of Dane a Lease with MG&E leasing land for the operation of a solar voltaic array, as set forth above. Additionally, the Airport Director is authorized to execute on behalf of Dane County documents or addendums that, pursuant to Federal Aviation Administration or Wisconsin Bureau of Aeronautics requirements, are necessary to implement the Lease.

13795

LEASE NO. DCRA 2019-09

DANE COUNTY, WISCONSIN

AND

MADISON GAS AND ELECTRIC COMPANY

LAND LEASE FOR SOLAR ARRAY

Dane County Regional Airport  
Madison, Wisconsin

**Lease No. DCRA 2019-09**

This Land Lease for Solar Array (the "Lease") is made and entered into by and between Dane County, Wisconsin ("County"), a quasi-municipal corporation, and Madison Gas and Electric Company ("MGE") a business entity formed under the laws of the State of Wisconsin. County and MGE are hereafter referred to individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

WHEREAS County desires to reduce its reliance on fossil fuels used to generate the electricity consumed by County and partner with MGE to substantially increase the amount of County's electric load generated by renewable resources; and

WHEREAS MGE and County desire to enter into a lease of County owned land and secure rights to facilitate the construction and operation of a photovoltaic array (the "PV System," as defined below) to generate solar electricity to be utilized by County under MGE's Renewable Energy Rider ("RER") tariff approved by the Public Service Commission of Wisconsin ("PSCW") on July 14, 2017 in its Final Decision in Docket No. 3270-TE-102 (the "RER Tariff"); and

WHEREAS, County and MGE desire to further cooperate in obtaining all necessary governmental approvals, permits, and certifications to permit the construction and operation of the PV System and to authorize the agreements necessary to accomplish the conveyance of solar generated electric power by MGE to County under the terms and conditions set forth in this Lease;

NOW, THEREFORE, County and MGE agree as follows.

**AGREEMENT**

**1. EFFECTIVE DATE AND COMMENCEMENT DATE**

Subsequent to full execution by the representatives of both Parties, this Lease shall become effective as of the last to occur of (a) the date this Lease is fully executed by the Parties; (b) the date the PSCW enters a final order (the "PSCW Order") approving the RER-1 Service Agreement (the "Service Agreement") between County and MGE; (c) the date the Service Agreement is fully executed by the Parties; or (d) the date the Federal Aviation Administration provides written notice to County of the approval of the Request of Dane County Regional Airport for Federal Aviation Administration Approval of Concurrent Use of Airport Land for the Siting of a Solar Array. The latest of the foregoing dates shall be the "Effective

Date” of the Lease. The “Commencement Date” of the Lease shall be the date on which the PV System is commercially operational. The Parties shall negotiate the Service Agreement in good faith, and shall cooperate in seeking PSCW approval thereof. If the PSCW Order is not issued and the Service Agreement is not entered into by the Parties by December 31, 2020 the Lease shall be void and of no further effect.

## **2. LEASE TERM AND EXTENSION OPTION**

The initial term of this Lease shall commence on the Effective Date and expire as of 11:59 p.m. on the date that is 30 years after the Commencement Date. If not in default hereunder, MGE shall have one option to extend the Lease for an additional term of five years, exercisable by giving written notice of extension to County not less than 120 days prior to the expiration of the initial Lease term.

## **3. DESCRIPTION AND USES OF THE PREMISES**

The Premises, as depicted and legally described in attached Exhibit A, consists of approximately 68 acres of vacant land in the Town of Burke, Wisconsin within the boundary of the Dane County Regional Airport (the "Airport"), and abutting U.S. Highway 51. County hereby leases the Premises exclusively to MGE for the purpose of, planning, designing, constructing, installing, re-installing, operating, repairing, re-locating and maintaining a solar photovoltaic electric power generating system, including, without limitation, solar photovoltaic panels, solar resource measurement equipment, support structures, foundations, pads, footings, fencing, electrical inverters and transformers, meters, switches, breakers, fixtures, equipment storage, electric wiring, distribution and transmission lines, access roads, interconnection facilities and related structures and facilities and equipment (collectively the “PV System”) on the Premises under the terms and conditions set forth in this Lease. Without limiting the foregoing, County expressly agrees that MGE, and its employees, authorized agents and contractors on MGE’s behalf, may exercise the following rights:

- A. Access Rights. The right of vehicular and pedestrian ingress and egress to and from the PV System over the Premises.
- B. Utilities Rights. The right to construct, install, re-install, operate, relocate and maintain electric wiring, distribution and transmission lines, and communications lines across the Premises. MGE shall provide the County an as-built survey, showing the County the location of such improvements upon completion of construction.
- C. Construction Rights. Temporary construction rights to install the utility facilities in Section 3.B extending 10 feet on either side of the utility facilities in Section 3.B.
- D. Solar Insolation Rights. The exclusive right to capture unimpeded solar insolation throughout the Premises. County shall not install on the Premises nor allow any person or entity under its control (other than MGE) to install any

obstruction that may impair solar insolation to the PV System. MGE may remove from the Premises any trees and vegetation which may in MGE's sole judgment, impede or interfere with solar insolation to the PV System, provided that prior written notice is given to County. Notwithstanding the foregoing, County shall retain the right to construct or place on, in or under the Premises structures or improvements required by state or federal law or regulation, or by agency rule, order, advisory or directive associated with the operation or development of the Airport.

- E. **Inspection Rights.** MGE shall have the right to undertake activities upon the Premises that MGE determines are necessary, helpful, appropriate or convenient in connection with, incidental to, for the benefit of, or to accomplish the installation, re-installation, relocation, repair, operation, and maintenance of the PV System, including conducting surveys and geological, environmental, biological, cultural and other tests and studies, in each case by the use of such means and technologies as MGE may choose, whether or not currently known, and with the right of entry on the Property for such purposes. Such activities shall not interfere in any manner with the operation of the Airport.

MGE accepts the Premises in the condition existing as of the Effective Date of this Lease, and agrees to use the Premises only for the purpose set forth herein. MGE stipulates that any inspection, environmental assessment, survey or any other examination or study concerning the Premises or use thereof that is material to MGE's decision to enter into this Lease has been performed prior to MGE's execution of the Lease. The PV System shall be the sole property of MGE., and County shall have no ownership or other interest therein.

#### **4. POLLINATOR FRIENDLY VEGETATION**

MG&E shall plant and maintain in the unimproved areas on the Premises native perennial vegetation designed to attract pollinators. Such planting and maintenance shall be in accordance with solar industry best practices for developing pollinator habitat, including allowing reasonable access to the PV System and using vegetation that will not grow to levels that cause shading of the PV System. As used herein, "pollinator" shall include bees, butterflies and other insects that pollinate flowering plants.

#### **5. RENT**

In consideration for the rights granted hereunder, commencing on the Effective Date, MGE shall pay to County annual rent of \$200.00 per acre for the first 12 months of the term of this Lease. Thereafter, commencing as of each anniversary of the Effective Date rent payable hereunder shall be adjusted based upon changes in the Consumer Price Index, U.S. City Average, All Items, all Urban Consumers (hereinafter, the "CPI"), provided that in no event shall the annual rent for a Lease year be lower than the rate established for the prior Lease year. Each new annual rent rate shall be calculated using the following formula:

New Annual Rate:

Current Annual Rate x  $\frac{\text{CPI Index for December of most recent year}}{\text{CPI Index for December of next most recent year}}$

For example:

Rate for 2023:

Rate for 2022 x  $\frac{\text{CPI Index for December of 2022}}{\text{CPI Index for December of 2021}}$

In the event a rent adjustment cannot be calculated prior to the due date of the first monthly installment of adjusted rent in a calendar year, rent for such month(s) shall be paid at the rate applicable to the last month of the immediately preceding calendar year until such time as the adjusted rent amount is determined and any additional amounts due from MGE upon determination of the adjusted rent amount shall thereafter be paid by MGE together with the next monthly rent installment payment which becomes due not less than fifteen days nor more than forty-five days after the adjusted rent amount is determined. If publication of the CPI is terminated, or its method of calculation is significantly altered, then the annual rent adjustment shall be made by application of the index that, in County's reasonable discretion, is the index most commonly used in the aviation industry or, if there is no such standard, in the rental industry generally. If the termination of this Lease falls on a date other than the last day of a calendar month, rent for that month shall be paid pro-rata according to the number of days in such month during which this Lease is effective.

Rent shall be paid in advance and is due by the first day of each month during the Lease term. Payment of rent shall be by check made payable to Dane County, and shall be paid at the Office of the Airport Director, 4000 International Lane, Madison, Wisconsin 53704, such that it is received on or before the due date. Payments not received when due hereunder shall accrue interest from the due date until paid in full at the rate of one percent per month, payable on a pro rata per diem basis.

## **6. UTILITIES FOR AIRPORT OPERATIONS**

County shall retain the right to install and maintain in, on or under the Premises, sewer, water, gas, electric and telephone lines, navigation aids, or other installations and equipment, including cable, wire and fiber, necessary or beneficial to Airport operations. To the maximum practicable extent the exercise of rights under this Section 6 shall be accomplished without interference with MGE's use of the Premises.



## **7. HOLDOVER AND CONDITION OF PREMISES UPON LEASE TERMINATION**

Within 180 days of expiration or earlier termination of this Lease (the "Removal Period"), MGE shall remove from the Premises the PV System, and all improvements, equipment and other items or materials constructed, installed or placed by MGE or with MGE's permission in, on or under the Premises (provided that underground improvements shall be removed to a depth of three feet below grade); and the Premises shall be surrendered to County in condition substantially similar to that existing on the Effective Date. In the event MGE fails to surrender the Premises as required herein, MGE shall indemnify and hold County harmless for such holdover, and shall pay all costs, damages, expenses and fees, including legal expenses and fees, incurred by County as a result of continued occupancy of the Premises by MGE or its property after the expiration of the Removal Period, as it may be extended hereunder. If MGE fails to surrender the Premises in the condition herein required by expiration of the Removal Period, as it may be extended hereunder, MGE shall pay rent during such holdover period at 150 percent of the rate applicable on the date the Lease terminated and, at County's option, all property remaining on the Premises may be deemed abandoned by MGE and subject to removal by County at MGE's expense. Acceptance by County of rent after expiration or earlier termination of this Lease shall not result in a renewal or extension of the Lease or the creation of another lease.

## **8. INSURANCE AND INDEMNIFICATION**

### **A GENERAL INDEMNIFICATION**

MGE is and shall be deemed to be an independent contractor exclusively responsible for its own acts or omissions. MGE shall indemnify, hold harmless and defend County, County's agents, representatives, appointees and employees 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, to the extent that such loss, damage, injury, or death arises, whether directly or indirectly, wholly or in part, from (i) any action or omission of MGE, MGE's employees, agents, contractors, suppliers or invitees while on the Premises; or (ii) the exercise of the rights granted herein by MGE, MGE's employees, agents, contractors, suppliers or invitees. MGE's obligation of indemnification, as set forth herein, shall not apply to damages or liability resulting from the acts or omissions of County, County's employees, agents, contractors, suppliers or invitees. The obligations of County and MGE under this paragraph shall survive the expiration or earlier termination of this Lease.

### **B. ENVIRONMENTAL PROTECTION AND INDEMNIFICATION**

MGE shall ensure that MGE and MGE's employees, agents, contractors, suppliers or invitees comply with all present and hereafter enacted or amended Environmental Laws affecting MGE's activities on the Premises. As used in this Lease, "Environmental Laws" means all laws, rules, regulations, regulatory agency

guidance provisions and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or reasonably issued by the Airport Director) now in effect or hereafter enacted or issued that deal with the regulation or protection of the environment (including but not limited to, air, water, soil and subsurface elements), or with the generation, handling, storage, disposal or use of any substance, chemical or waste on or affecting the Premises identified as hazardous, toxic or dangerous that could be detrimental to health, public welfare, or the environment (collectively, "Hazardous Substances"). MGE shall indemnify, defend and hold County harmless from and against any and all liability, loss, damage, expense, penalties and costs (including legal fees and all costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work) arising from or related to any proceeding, claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all proceedings, claims or actions brought or asserted by any Party or governmental authority of any kind, arising in connection with (i) release of Hazardous Substances by MGE, its employees, agents, contractors, suppliers or invitees causing contamination of, or adverse effects on the environment (whether known, alleged, potential, or threatened), or (ii) violation of any Environmental Law as a result of any activity or operation of MGE, its employees, agents, contractors, suppliers or invitees conducted on the Premises or under authority of this Lease. MGE's obligations and liabilities under this subsection shall continue so long as County may bear any liability or responsibility under Environmental Laws for any activities conducted by MGE, MGE's employees, agents, contractors, suppliers or invitees on the Premises or under authority of this Lease. County's right to indemnification hereunder shall not be in limitation or exclusion of any other rights and remedies provided by law. MGE shall promptly notify County of any action or condition that is contrary to any provision of this section.

County represents and warrants to MGE that County has no knowledge of any Hazardous Substances on or affecting the Premises. Notwithstanding any provision contained in this Lease to the contrary, County will have sole responsibility for the remediation and cleanup of any Hazardous Substance discovered on the Premises, unless such Hazardous Substance was brought on to Premises or released by MGE, its employees, agents, contractors, suppliers or invitees. County agrees to indemnify, defend, and hold harmless MGE from any and all claims relating to any Hazardous Substance present on or affecting the Premises prior to or on the Effective Date, unless the presence or release of the Hazardous Substance is caused by the activities of MGE. The indemnity obligations under this Section will survive termination of this Lease.

#### C. INSURANCE REQUIREMENTS

MGE, subject to Section 8.E of this Lease, shall, by the Effective Date of this Lease, obtain Commercial General Liability Insurance, including environmental impairment (pollution) liability endorsement, with coverage of at least \$3,000,000,

combined single limits. MGE may satisfy the coverage requirements set forth herein through separate policies, each providing coverage of at least \$3,000,000, combined single limits. The insurance required hereunder shall be primary and provide coverage for MGE's obligations of indemnity as set forth in subsections A and B above. All insurers providing the insurance required herein shall be authorized to do business in the State of Wisconsin and approved by County, which approval shall not be unreasonably withheld, conditioned or delayed. All policies shall name County as an additional insured. MGE shall, prior to commencing activities at the Premises, provide County with a certificate or certificates of insurance evidencing the insurance coverage required under this Lease. Each insurance policy obtained hereunder shall contain a provision that MGE's insurer shall send to County written notice of cancellation or any material change in said policy at least 10 days in advance of the effective date thereof. Further, if insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the Effective Date of this Lease and the certificate of insurance provided therefore shall state that coverage is claims-made and indicate the retroactive date. MGE shall maintain all insurance coverage required hereunder for the duration of this Lease and for one year following the expiration or earlier termination hereof. Nothing in this section is intended or shall be construed as a waiver of the limitations of Section 893.80, Wisconsin Statutes.

#### **D. SUBCONTRACTORS**

In the event of any subcontract of work performed on the Premises, MGE, unless agreed waived by County (which agreement shall not be unreasonably withheld), shall furnish evidence to County that each subcontractor providing more than \$25,000 of work upon the Premises has in force and effect insurance policies providing the coverage required hereunder.

#### **E. WAIVER OF INSURANCE REQUIREMENTS**

County hereby agrees that, in lieu of the specific liability insurance required hereunder, MGE shall be allowed to satisfy its insurance requirements under this Lease through the use of its existing general liability insurance program, which provides for a combination of self-insured retention (deductible) and claims-made excess liability insurance coverage.

### **9. TAXES AND CHARGES**

MGE shall pay as they become due any and all taxes, fees, assessments or charges of any type levied by any governmental entity based upon, related to, or resulting from any of MGE's improvements, conditions, property, use, activities or MGE's operations of any kind on the Premises. MGE shall have the right at its own cost and expense to contest the amount or validity of any tax, fee, assessment or charge and to bring or defend any actions involving the amount or validity thereof in its own name or, if necessary and approved by County, in the name of County, provided that, if unsuccessful, MGE shall pay and discharge any such tax, fee, assessment or charge so contested, together with any penalties,

finest, interest, costs and expenses, including attorney fees, that may result from any such action by MGE, and provided that, pending resolution of any proceeding contesting a tax, fee, assessment or charge, MGE shall take any actions necessary, including conditional payment of the amount in dispute, to prevent the attachment or accrual of any lien or penalty.

#### **10. COMPLIANCE WITH RULES, REGULATIONS AND LAWS; PERMITS AND APPROVALS**

MGE and all persons operating under the rights granted under this Lease shall observe and comply with all federal, state, and local laws and regulations, and all rules, orders or directives promulgated or issued by any governmental body, department or agency having jurisdiction over the Premises and activities thereon, as such laws, regulations, rules, orders and directives are now in effect or as hereafter amended, approved or adopted. County shall cooperate in good faith with MGE to obtain and maintain any permits or authorizations needed for the PV System.

#### **11. DISCRIMINATION PROHIBITED**

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 Premises or any improvement thereon; (b) that in the construction of any improvements on, over, or under the Premises 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 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 Premises 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, subject to the exercise or expiration of appeal rights under Title 49, Code of Federal Regulations Part 21.

## **12. SUPERIOR RIGHTS**

The provisions of this Lease shall be subject and subordinate to any agreement now existing or hereafter entered into between County and the United States or the State of Wisconsin affecting regulation, operation, development, use, or maintenance of the Airport, provided County's execution or compliance with the terms of such agreement is a condition of acquisition or retention of property for Airport use, or the expenditure or receipt of federal or state funds for the development or maintenance of Airport property or operations. If required by the United States or State of Wisconsin, this Lease shall be amended to reflect the terms of any such agreement. County represents and warrants that it is the sole owner of the Premises in fee simple and that it has no knowledge of encumbrances or liens against the Premises that may have a material adverse impact on the PV System or its operation.

## **13. AIRPORT PROTECTION CLAUSE**

County reserves and retains at all times for the benefit of County and the public the right to pursue all operations of the Airport, including the right of aircraft to fly in the airspace overlying the Premises 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 Premises in any manner that causes or creates glint, glare or reflectivity that adversely impacts the vision of pilots or air traffic controllers, interference with navigational aids or communication between the Airport and aircraft, difficulty in distinguishing Airport lights and markers, interference with visibility in the vicinity of 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 Premises 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. In the event the Airport notifies MG&E that it has determined that there is a need for the installation of anti-perching devices on the PV System due to the number or type of birds perching on the facilities, MG&E shall, at MG&E's expense, proceed forthwith to have appropriate devices installed to eliminate the perching of birds on the PV System. 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 Premises which County's 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 MGE is notified by the Airport Director or the FAA that it is non-compliant with any provision of this Section, MGE shall immediately implement and maintain measures to eliminate the non-compliance and any reoccurrence thereof.

#### **14. ASSIGNMENT**

While not in default under this Lease and upon advance written notice to County, MGE may assign rights held hereunder to an affiliate of MGE or, upon the consolidation, merger, or reorganization of MGE, with another entity involved in or organized pursuant to such consolidation, merger, or reorganization. Any assignment that is not within the scope of the preceding sentence shall require the prior written consent of County, which shall not be unreasonably withheld.

#### **15. DUTY TO MAINTAIN APPEARANCE AND CONDITION OF IMPROVEMENTS**

Throughout the entire term of this Lease MGE shall maintain the PV Array and all other improvements and equipment on the Premises in good order, repair, condition and appearance, and shall cause all necessary repairs, renewals, replacements, refurbishment, painting, and cleaning to be promptly performed such that all said improvements and equipment remain in as good repair and appearance as on the date the improvements and equipment were first erected or otherwise placed on the Premises, as is reasonably determined by County.

#### **16. DEFAULT BY MGE AND COUNTY'S REMEDIES**

A. MGE IS IN MATERIAL BREACH OF THIS LEASE UPON THE OCCURRENCE OF ANY OF THE FOLLOWING:

- (1) MGE's default in complying with or performing any covenant or obligation under this Lease, and the failure of MGE to remedy such default for a period of 30 days after receipt of written demand from County to remedy the same. Said demand is not effective unless it specifically describes the default that is the subject of the demand. Notwithstanding the foregoing, if a default, other than the obligation to timely pay rent, will take longer than 30 days to cure, MGE shall be entitled to an extension of the time period to cure for the length of time necessary to complete the cure, so long as MGE has commenced and is diligently pursuing the cure to completion;
- (2) The commencement by or against MGE, as a debtor, of a proceeding involving bankruptcy, rearrangement, reorganization, receivership, or custodianship under federal, state or foreign law, and such proceeding is not dismissed with prejudice within 60 days of such filing;
- (3) MGE makes a general assignment for the benefit of creditors or applies for, consents to, or acquiesces in the appointment of a trustee, receiver, or other custodian for MGE or the property of MGE or any part thereof, or in the absence of such application, consent, or acquiescence, a trustee, receiver or other custodian is appointed for MGE or the property of MGE or any part thereof, and such appointment is not discharged within 60 days;
- (4) The commencement of an action against MGE to foreclose any lien or mortgage or other rights of MGE in or to the Premises; or
- (5) The abandonment by MGE of the Premises, except in connection with its surrender thereof to an approved assignee.

**B. COUNTY'S REMEDIES UPON MATERIAL BREACH BY LEESEE**  
Upon material breach of the Lease by MGE, County may give MGE written notice of its intention to terminate this Lease, which termination shall be effective on the date set forth in the notice. Upon termination under this section, all rights conveyed to MGE under this Lease shall cease. Any termination under this section must be expressly noticed as set forth herein, and neither notice to pay rent or to deliver up possession of the Premises given pursuant to law, nor any proceeding instituted by County, nor the failure by MGE for any period of time to pay any of the rent herein reserved, shall of itself operate to terminate this Lease.

## **17. DEFAULT BY COUNTY AND MGE'S REMEDIES**

**A COUNTY IS IN MATERIAL BREACH OF THIS LEASE UPON THE OCCURRENCE OF ANY OF THE FOLLOWING:**

(1) MGE is for a period of 30 consecutive days unable to use the Premises because of any law, rule, regulation, or act or failure to act on the part of any governmental authority having jurisdiction over the Premises or the Airport, provided the condition causing the inability to use the Premises is not due to a failure by MGE to comply with any provision of this Lease, or otherwise due to any act or omission of MGE, MGE's employees, agents, contractors, suppliers or invitees; or

(2) County's default in complying with or performing any covenant or obligation under this Lease, and the failure of County to remedy such default for a period of 30 days after receipt of written demand from MGE to remedy the same. Said demand is not effective unless it specifically describes the default that is the subject of the demand. Notwithstanding the foregoing, if a default will take longer than 30 days to cure, County shall be entitled to an extension of the time period to cure for the length of time necessary to complete the cure, so long as County has commenced and is diligently pursuing the cure to completion.

**B. MGE'S REMEDIES UPON MATERIAL BREACH BY COUNTY**

Upon material breach by County as set forth above, MGE may give County written notice of its intention to terminate this Lease, which termination shall be effective on the date set forth in the notice. Provided, however, that the notice of intent to terminate shall be of no force or effect if County shall have remedied the breach specified in the notice prior to County's actual receipt of said notice. MGE may alternatively, at its sole option, elect to continue the Lease, but have the right to terminate the Service Agreement with the County and sell the electric power generated by the PV System to another off taker under an RER-1 Service Agreement or use such electric power to serve its electric customers. If MGE does not elect to continue the Lease, MGE shall have the option to remove the PV System from the Premises, or abandon in place all or a portion of the PV System. Notwithstanding Section 7 above, upon termination of the Lease under this section and written notice of said termination from MGE, County shall purchase that portion of the PV System that remains on the Premises for the amount equal to its then book value, i.e., the value of the PV System on MGE's balance sheet after taking accumulated depreciation into account.

## **18. REMEDIES CUMULATIVE, NO IMPLIED WAIVER**

All rights and remedies of County and MGE contained in this Lease, or based in law or equity shall be construed to be cumulative, and no such right or remedy shall be exclusive of any other unless so stated herein. No waiver of any default or breach of this Lease shall be implied from any acceptance by County of any rent or other payments due hereunder or any omission by County to take any action on account of such default or breach if such default or breach persists or is repeated, and no express waiver shall be effective in a manner other than as expressly specified in said waiver. The consent or approval by County to or of any act by MGE requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent or approval to or of any subsequent similar acts by MGE. No waiver by MGE of County's default or breach of any of its obligations hereunder shall be construed to be or act as a waiver by MGE of any subsequent default or breach by County.

## **19. OWNERSHIP OF RENEWABLE ENERGY CREDITS**

Any renewable energy credits, renewable energy certificates, renewable resource credits, carbon credits, and any other similar credits or certificates based on the generation of electricity produced by the solar photovoltaic array located on the Premises to the extent that such electricity is sold to and used by County shall be the exclusive property of County.

## **20. ENTRY UPON PREMISES**

County may enter upon the Premises at any reasonable time with reasonable prior notice, for any purpose necessary, incidental to or connected with the exercise of its governmental functions, or to inspect the Premises 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 damage to or interference with the operation of the PV System. The County shall indemnify, hold harmless and defend MGE 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 or loss of use of the PV System resulting from the acts or omissions of County during entry upon the Premises.

## **21. SUCCESSORS AND ASSIGNS BOUND**

All the terms, covenants and conditions of this Lease shall extend to and bind the successors and assigns of the Parties.



## **22. SEVERABILITY**

If any term or condition of this Lease shall be deemed to be invalid or unenforceable, all other terms and conditions shall remain in full force and effect.

## **23. LAWS, VENUE, AMENDMENT, ENTIRE AGREEMENT**

This Lease shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin with venue of any dispute in Dane County Circuit Court. This Lease shall not be construed more strictly as to either Party on the basis of which Party is more responsible for its preparation. The Airport Director is authorized to approve and execute on behalf of County any other instrument or modification of this Lease necessary to implement the provisions herein. All terms and conditions agreed upon by the undersigned Parties with respect to the subject matter of this Lease are contained herein, and each Party specifically acknowledges by its execution of this Lease that it has not relied on any verbal promise, representation or warranty made by the other Party, its employees or agents with respect to this Lease or any of the matters and rights addressed herein.

## **24. 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:

Dane County Regional Airport  
4000 International Lane  
Madison, WI 53704-3120  
Attention: Airport Director  
Kimberly Jones, Airport Director [Jones.kimberly@msnairport.com](mailto:Jones.kimberly@msnairport.com)

MGE:

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

## **25. TIME IS OF THE ESSENCE**

Time is of the essence in performance under this Lease.

## **26. FORCE MAJEURE**

Force Majeure shall mean occurrences caused by or resulting from severe weather conditions, war, insurrection, riot, civil commotion, fire or other casualty, strikes, lockouts, inability to obtain labor or materials, or other causes beyond a Party's reasonable control. Neither Party shall have any liability whatsoever to the other Party on account of any event of Force Majeure. If this Lease specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay caused by any event of Force Majeure. However, an event of Force Majeure shall not in any way affect MGE's obligation to pay rent or other moneys due, nor shall it extend the term of this Lease.

## **27. PROPERTY RIGHTS RESERVED**

All rights granted MGE under this Lease are subject and subordinate to the terms and conditions of the instruments under which County has acquired and improved the Airport.

## **28. COUNTERPARTS AND COPIES**

The Parties may evidence their agreement to be bound by the terms of this Lease upon one or several counterparts of this instrument, 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.

## **29. CONSEQUENTIAL DAMAGES**

Unless expressly stated otherwise in this Lease, neither Party shall be liable to the other Party for incidental, consequential, special, punitive or indirect damages.

## **30. CONFIDENTIALITY.**

The Parties acknowledge that during the course of the performance of their respective obligations under this Lease, either Party may need to provide information to the other Party that the disclosing Party deems to be confidential, proprietary or a trade secret. Any such information that is marked confidential, including the terms of this Lease, shall be treated confidential by the receiving Party and shall not be disclosed to any other person without the prior consent of the disclosing Party. If the County determines that any record identified by MGE as containing such confidential information may need to be disclosed pursuant to a request made in accordance with Wisconsin's Public Records Law, the County shall provide reasonable prior notice to MGE before releasing the record.

### **31. NO THIRD-PARTY BENEFICIARIES.**

No provision of this Lease is intended to nor shall it inure to the benefit of any third party so as to constitute any such person as a third-party beneficiary under this Lease.

### **32. ADDITIONAL ACTIONS.**

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective Parties.

### **33. QUIET ENJOYMENT**

MGE shall have the quiet use and enjoyment of the Premises and the rights granted hereunder without any interference of any kind by County or by any person claiming through County. County and its activities on the Premises and any grant of rights County makes to any other person shall not interfere with any of MGE's activities pursuant to this Lease and County shall not interfere or allow interference with the solar insolation over the Premises or otherwise engage in activities that might impede or decrease the output or efficiency of the PV System.

### **34. MEMORANDUM OF LEASE**

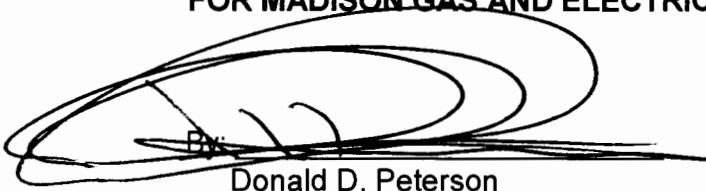
Contemporaneously with execution of this Lease, the Parties agree to execute a memorandum of this Lease substantially in the form attached hereto as Exhibit B, which may be recorded by MGE at MGE's cost in the county where the Premises are is situated. Upon the termination or expiration of this Lease, MGE shall ensure that appropriate termination of lease documentation is recorded.

### **35. COUNTY OBLIGATION TO PURCHASE IF PV SYSTEM RENDERED INOPERABLE BY COUNTY'S EXERCISE OF RIGHTS**

If County's exercise of any of its superior rights under this Lease (other than those rights and remedies that arise as the result of MGE's default hereunder) requires MGE to remove or take all or any part of the PV System out of production or damages or shades all or any part of the PV System so that it is effectively rendered inoperable, then County, upon written notice from MGE, shall purchase the portion of the PV System that has to be removed, is damaged, rendered inoperable or taken out of production for the amount equal to the sum of the following: (a), its then book value, i.e., the value of the PV System on MGE's balance sheet after taking accumulated depreciation into account; plus (b) MGE's removal costs, minus the salvage value of the removed portion of the PV System.

IN WITNESS WHEREOF and with the intent to be bound hereby, the Parties have below executed this Lease on the dates indicated.

**FOR MADISON GAS AND ELECTRIC COMPANY**

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

By: \_\_\_\_\_  
Donald D. Peterson  
Vice President – Energy Technology

Date: 7-30-19

**FOR DANE COUNTY:**

By: \_\_\_\_\_  
Joseph T. Parisi  
Dane County Executive

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

By: \_\_\_\_\_  
Scott McDonell  
Dane County Clerk

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



**LEGEND:**



**LEASE DESCRIPTION**

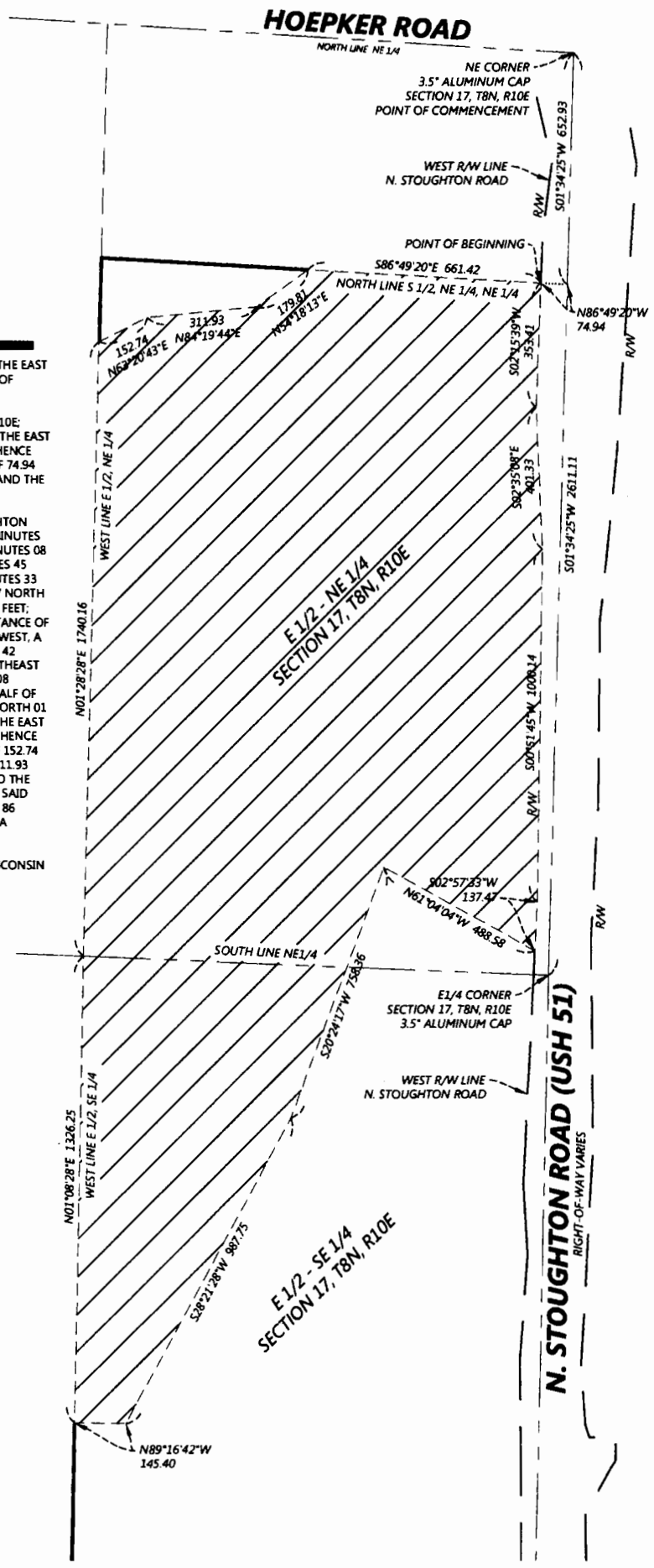
THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER, AND THE EAST HALF OF THE SOUTHEAST QUARTER, SECTION 17, T8N, R10E, TOWN OF BURKE, DANE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, T8N, R10E; THENCE SOUTH 01 DEGREE 34 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 652.93 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 20 SECONDS WEST, A DISTANCE OF 74.94 FEET TO THE WEST RIGHT-OF-WAY OF NORTH STOUGHTON ROAD, AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG THE WEST RIGHT-OF-WAY OF SAID NORTH STOUGHTON ROAD THE FOLLOWING COURSES; THENCE SOUTH 02 DEGREES 15 MINUTES 39 SECONDS WEST, 353.41 FEET; THENCE SOUTH 02 DEGREES 35 MINUTES 08 SECONDS EAST, 401.33 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 45 SECONDS WEST, 1000.14 FEET; THENCE SOUTH 02 DEGREES 57 MINUTES 33 SECONDS WEST, 137.47 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 61 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 488.58 FEET; THENCE SOUTH 20 DEGREES 24 MINUTES 17 SECONDS WEST, A DISTANCE OF 758.36 FEET; THENCE SOUTH 28 DEGREES 21 MINUTES 28 SECONDS WEST, A DISTANCE OF 987.75 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 42 SECONDS WEST TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 145.40 FEET; THENCE NORTH 01 DEGREE 08 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 1326.25 FEET; THENCE NORTH 01 DEGREE 28 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 1740.16 FEET; THENCE NORTH 63 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 152.74 FEET; THENCE NORTH 84 DEGREES 19 MINUTES 44 SECONDS EAST, 311.93 FEET; THENCE NORTH 54 DEGREES 18 MINUTES 13 SECONDS EAST TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 179.81 FEET; THENCE SOUTH 86 DEGREES 49 MINUTES 20 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 661.42 FEET TO THE POINT OF BEGINNING.

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY.

AREA = 2,949,345.38 SQUARE FEET, OR 67.71 ACRES



DESIGNED:	
CHECKED:	MTS
DRAWN:	MTS
FIELD CREW:	
FIELD WORK DATE:	



**EXHIBIT A**

Dane County Airport Lease  
Sketch and Description  
Dane County, WI

SHEET NUMBER:  
1 OF 1  
DATE: 6/21/2019

**After recording return to:**  
Madison Gas and Electric Company  
P.O. Box 1231  
Madison, WI 53701-1231  
Attention: Donald D. Peterson

Parcel Identification Number(s): See Exhibit A

THIS SPACE FOR RECORDERS USE ONLY

### MEMORANDUM OF LAND LEASE FOR SOLAR ARRAY

THIS MEMORANDUM OF LAND LEASE FOR SOLAR ARRAY (this "**Memorandum**"), is made and entered into, dated and effective as of the "Effective Date" as set forth in Section 1 of the "Agreement" (as defined below), between DANE COUNTY WISCONSIN ("**County**"), and MADISON GAS AND ELECTRIC COMPANY ("**MGE**");

1. County and MGE did enter into that certain LAND LEASE FOR SOLAR ARRAY dated \_\_\_\_\_ (the "**Agreement**"), which affects the real property located in Dane County, Wisconsin, as more particularly described in Exhibit A attached hereto (the "**Property**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. The Agreement grants MGE and its employees, authorized agents and contractors, among other things, the exclusive right to develop and use the Property, including, without limitation, for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted.
3. The Agreement shall be for an initial term of thirty (30) years from the date of the "Commencement Date", as set forth in Section 1 of the Agreement, with one renewal term of five (5) years if the terms and conditions of the Agreement are met.
4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and County and MGE executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Agreement and MGE's rights. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.
5. County shall have no ownership, lien, security or other interest in the PV System installed on the Property, or any profits derived therefrom.
6. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

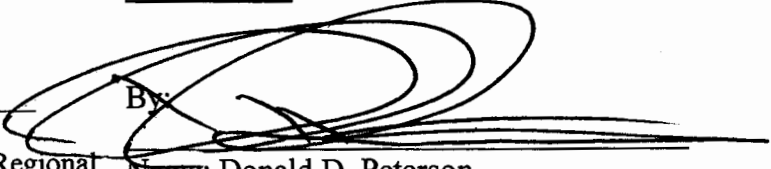
## EXHIBIT B

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

**DANE COUNTY:**

**MADISON GAS AND ELECTRIC  
COMPANY:**

By: Kimberly Jones  
Name: Kimberly Jones,  
Title: Airport Director, Dane County Regional  
Airport

By:   
Name: Donald D. Peterson  
Title: Vice President – Energy Technology

ACKNOWLEDGMENT OF COUNTY

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF DANE )

Personally came before me this 12 day of September, 2019, Kimberly Jones, who executed the foregoing instrument as Airport Director of Dane County Regional Airport, and acknowledged the same.

(S E A L)

Name: Christine J. Ladell  
Notary Public, State of Wisconsin  
My Commission Expires: 12-13-2022

ACKNOWLEDGMENT OF MGE

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF DANE )

Personally came before me this 30<sup>th</sup> day of July, 2019, Donald D. Peterson, who executed the foregoing instrument as Vice President – Energy Technology of Madison Gas and Electric Company, a Wisconsin corporation, and acknowledged the same on behalf of the corporation.



(S E A L)

Name: Sara L Ludtke  
Notary Public, State of WI  
My Commission Expires: 04/10/2020

This document was drafted by:  
Michael J. Allen  
Energy Law Wisconsin  
P.O. Box 27  
Sun Prairie, WI 53590A



**EXHIBIT A  
TO MEMORANDUM OF LAND LEASE FOR SOLAR ARRAY**

**Description of the Property**

**County of Dane, State of Wisconsin**

**Parcel Identification Number(s):**

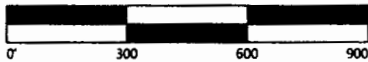
**0810-171-8190-2**

**0810-171-9500-4**

**0810-174-8070-4**

**0810-174-8000-8**

# EXHIBIT A



## LEGEND:

LEASE AREA

## LEASE DESCRIPTION

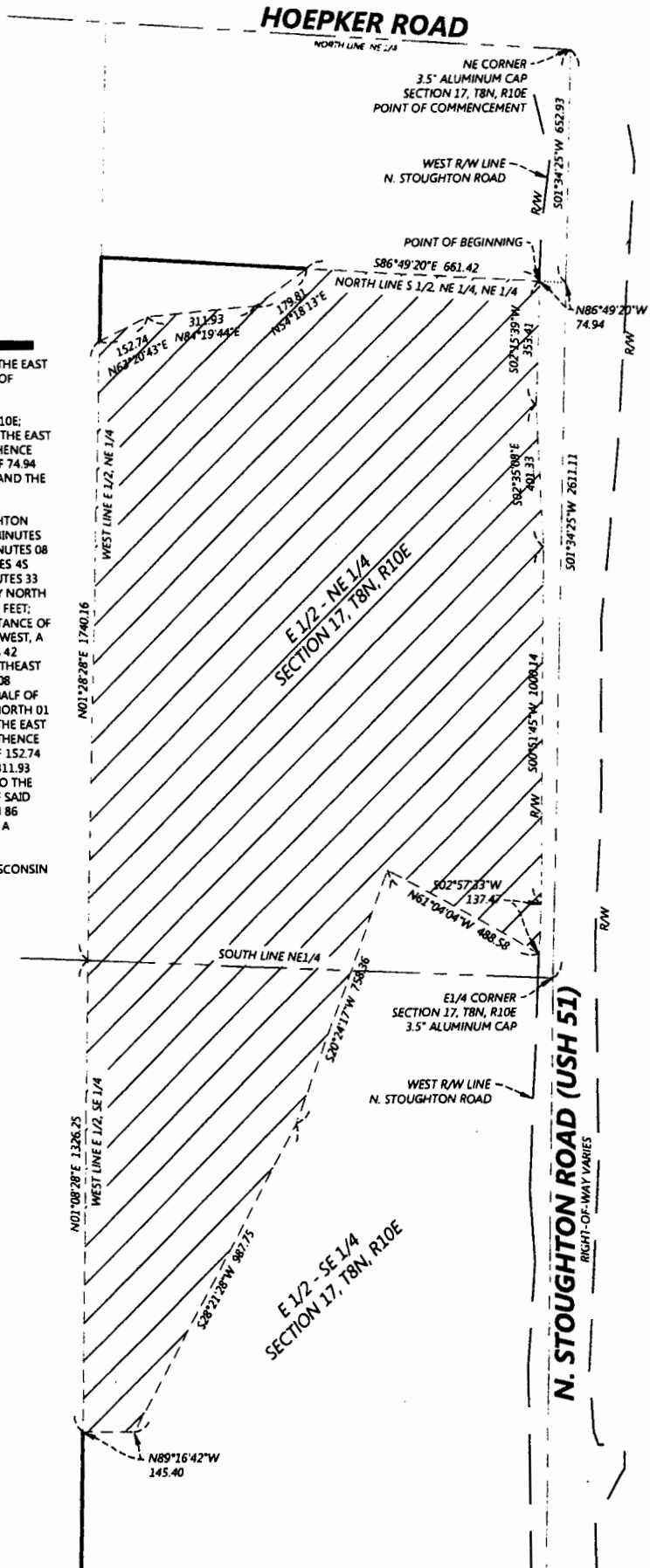
THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER, AND THE EAST HALF OF THE SOUTHEAST QUARTER, SECTION 17, T8N, R10E, TOWN OF BURKE, DANE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, T8N, R10E; THENCE SOUTH 01 DEGREE 34 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 652.93 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 20 SECONDS WEST, A DISTANCE OF 74.94 FEET TO THE WEST RIGHT-OF-WAY OF NORTH STOUGHTON ROAD, AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG THE WEST RIGHT-OF-WAY OF SAID NORTH STOUGHTON ROAD THE FOLLOWING COURSES; THENCE SOUTH 02 DEGREES 15 MINUTES 39 SECONDS WEST, 353.41 FEET; THENCE SOUTH 02 DEGREES 35 MINUTES 08 SECONDS WEST, 401.33 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 45 SECONDS WEST, 1000.14 FEET; THENCE SOUTH 02 DEGREES 57 MINUTES 33 SECONDS WEST, 137.47 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 61 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 488.58 FEET; THENCE SOUTH 20 DEGREES 24 MINUTES 17 SECONDS WEST, A DISTANCE OF 758.36 FEET; THENCE SOUTH 28 DEGREES 21 MINUTES 28 SECONDS WEST, A DISTANCE OF 987.75 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 42 SECONDS WEST TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 145.40 FEET; THENCE NORTH 01 DEGREE 08 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 1326.25 FEET; THENCE NORTH 01 DEGREE 28 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 1740.16 FEET; THENCE NORTH 63 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 152.74 FEET; THENCE NORTH 84 DEGREES 19 MINUTES 44 SECONDS EAST, 311.93 FEET; THENCE NORTH 54 DEGREES 18 MINUTES 13 SECONDS EAST TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 179.81 FEET; THENCE SOUTH 86 DEGREES 49 MINUTES 20 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 661.42 FEET TO THE POINT OF BEGINNING.

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY.

AREA = 2,949,345.38 SQUARE FEET, OR 67.71 ACRES



DESIGNED	
CHECKED	CEI
DRAWN	MES
FIELD CREW	
FIELD WORK DATE	



**Westwood**

Phone (913) 861-4882 7801 Outrage Blvd, Suite 101  
 Fax (913) 861-6967 Overland Park, KS 66210  
 Westwood@aol.com

Westwood Professional Services, Inc.

Dane County Airport Lease  
 Sketch and Description  
 Dane County, WI

SHEET NUMBER:

1 OF 1

DATE: 6/21/2019