

Res 487

Dane County Contract Cover Sheet

Dept./Division	AIRPORT
Vendor Name	PERTCO LLC
Vendor MUNIS #	28434
Brief Contract Title/Description	Assign. & Amdt. of Dane Co. Lease E DCRA 96-12 from RMD Corben, LLC to PERTCO, LLC
Contract Term	Full execution - through Dec. 31, 2050
Total Contract Amount	\$

Contract # <small>Admin will assign</small>	10872C
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<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

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$35,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$35,000 (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	\$

Resolution	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.			
	<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.		Res #	487
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year	2017

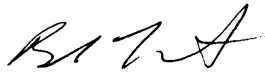
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
NG	Received by DOA	3/19/18		
W	Controller		3/20/18	
CC	Purchasing	3/22/18	3/22/18	
	Corporation Counsel	3/21/18	3/21/18	
	Risk Management	3/21/18	3/21/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Rodney Knight	Name	Pertco, LLC attn:Guy and Marcia Mueller
Phone #	(608) 246-3388	Phone #	
Email	knight@msnairport.com	Email	
Address	4000 International Ln., Madison, WI 53704	Address	

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		3-14-18
	Printed Name	
	Bradley S. Livingston, AAE - Airport Director	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

10872C

**APPROVAL OF ASSIGNMENT
AND AMENDMENT OF LEASE E**

Dane County Regional Airport
LEASE E - DCRA 96-12

THIS APPROVAL OF ASSIGNMENT AND AMENDMENT OF LEASE E is entered into by and between Dane County ("County"), a Wisconsin quasi-municipal corporation, and PERTCO LLC ("Assignee"), a business entity organized under the laws of the State of Wisconsin, and shall be effective upon the closing on the assignment of Lease E (described below) by RMD Corben, LLC to Assignee. In the event said closing does not take place within 90 days of the date this Approval of Assignment and Amendment of Lease is executed by PERTCO LLC, this Approval of Assignment and Amendment of Lease E shall be null and void.

WITNESSETH:

WHEREAS RMD Corben, LLC is the lessee of County owned property pursuant to the terms of Lease E, as such lease was created pursuant to the terms of that certain Agreement Creating Leases recorded on September 14, 1999 in the Office of the Dane County Register of Deeds as Document No. 3155011; and

WHEREAS RMD Corben, LLC has stated its intent to assign to Assignee its interest in said Lease E; and

WHEREAS County has determined that it is in its best interest to approve an assignment by RMD Corben, LLC to Assignee of the rights and obligations set forth in Lease E; and

WHEREAS, County and Assignee desire to amend Lease E, effective upon the closing on the aforesaid assignment of Lease E to Assignee, in the manner set forth below.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by each party, County and Assignee agree as follows:

- A. Lease E shall remain in full force and effect unchanged in any manner by this Approval of Assignment and Amendment of Lease E, except for those changes expressly set forth herein.
- B. County hereby approves the assignment of Lease E by RMD Corben, LLC to PERTCO LLC. PERTCO LLC accepts and assumes all of the rights and obligations of Lessee under Lease E, including any and all debts and obligations existing and owing to County thereunder on the effective date of this Approval of Assignment and Amendment of Lease E. As of said effective date, RMD Corben, LLC and any guarantor of the debts and obligations owed to County by RMD Corben, LLC under Lease E, or any predecessor instruments thereto, is released from such debts and obligations on the effective date of this Approval of Assignment and Amendment of Lease E.
- C. The Lease shall be amended by deleting in its entirety Section 1, captioned *Premises*, and replacing said Section 1 with the following.
 1. Premises. Lessor, for and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, hereby leases to Lessee the following described premises:

Lot Forty-seven (47), Second Addition to Truax Air Park West, in the City of Madison, Dane County, Wisconsin

- D. The Lease shall be amended by deleting in its entirety Section 2 and Subsections 7.C and 7.T, captioned *Restrictive Covenant, Conduct of Business, and Use Restrictions*, respectively, and replacing said deleted provisions with a recreated Section 2 providing as following.

2. Permitted Uses. Permitted uses of the premises leased hereunder and any improvements thereon shall be strictly limited to general office purposes, showroom facilities, light manufacturing as approved by the Airport Director, educational facilities, day care facilities, and uses directly associated with such permitted uses. Use of improvements on the leased premises for car rental company offices is permitted, however, the leased premises shall not be used for rental car parking, rental car pick up and return operations, the storage of fuel or hazardous materials, or for public parking generally.

- E. The Lease shall be amended by deleting in its entirety Subsection 3.C, captioned *Primary Term*, and replacing said Subsection 3.C with the following.

C. Primary Term. The primary term of this Lease shall be for a period of fifty (50) years, commencing on January 1, 2001 and expiring on December 31, 2050.

- F. The Lease shall be amended by deleting in its entirety Subsection 7.B, captioned *Construction of Improvements*, and replacing said Subsection 7.B with the following.

B. Approval of Improvements. The improvements on the leased premises as of April 1, 2018 are approved by County, provided any such improvement was not constructed, installed or placed on the premises leased hereunder in violation of lease provisions effective on the date such improvement was constructed, installed or placed on the leased premises. Modifications to the interior of the foregoing approved improvements are not subject to further approvals under this Lease. Material modifications affecting the exterior appearance of improvements on the leased premises as of April 1, 2018, any other construction, improvements or activities on the leased premises, including, but not limited to, playgrounds, garden plots, and animal enclosures, that are not specifically approved under the terms of this Lease are subject to the prior written approval of the Airport Director based on plans and specifications submitted by Lessee. The Airport Director, at his or her sole discretion, may require that such plans and specifications are professionally prepared.

- G. The Lease shall be amended by deleting in its entirety Subsection 7.F, captioned *Signs and Illumination*, and replacing said Subsection 7.F with the following.

F. Signs and Illumination. The Lessee shall secure the advance written approval of the Airport Director before placing exterior illumination or exterior signs on the leased premises or improvements thereon, which approval shall not be unreasonably withheld or delayed.

- H. The Lease shall be amended by deleting in its entirety Section 7.P, captioned *Mortgages and Subordination*, including all subsections thereto, and replacing said Section 7.P. with the following.

P. Mortgage Loans Obtained By Lessee. - Lessee shall have the right during the primary and any extended 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 under this Lease or improvements constructed or to be constructed on the demised premises, or both. Any mortgage encumbering any improvements on the leased premises shall be due and payable in full at least one (1) year prior to the expiration of the term of this Lease (as it may be extended) on the date such mortgage is effective. In no event shall any mortgage entered into by Lessee (i) impose personal liability on County, (ii) encumber County's

interest in the premises leased hereunder or (iii) encumber in the aggregate in excess of ninety percent (90%) of the appraised fair market value of Lessee's leasehold interest plus the fair market value of the improvements on the leased premises. The term "mortgage" as used herein shall be as defined in Section 54.01 (21), Wis. Stats., and shall include the extension, renewal, refinancing or replacement of a mortgage. Upon the written request of County, Lessee shall deliver to County a written statement signed by Lessee's chief financial officer or authorized member certifying that any mortgage on Lessee's leasehold interest hereunder or improvements constructed or to be constructed on the leased premises meets the conditions set forth in this section.

I. The Lease shall be amended by deleting in its entirety Subsection 8.B, captioned *Zoning*, and replacing said Subsection 8.B with the following.

B. Zoning. Lessor represents that the leased property as of the date of this Approval of Assignment and Amendment of Lease E is zoned Suburban Employment (SE).

J. Notwithstanding the second paragraph of Subsection 9.A., County and Assignee agree that if the leased premises or any portion thereof should ever be condemned, Assignee shall be entitled to the value of its leasehold interest that is diminished by said condemnation, in addition to the value of Assignee's interest in any buildings and improvements owned by Assignee that is diminished by said condemnation.

K. County hereby waives the two enumerated rights to cancel Lease E set forth in the middle of Page 32 of Lease E.

L. All references in Lease E to approval by the Truax Air Park Design Review Committee are hereby deleted.

M. Assignee shall prepare and file in the Office of the Dane County Register of Deeds a memorandum of this Approval of Assignment and Amendment of Lease E.

N. Notices under Lease E shall be sufficient and effective as of the date of postmark if sent by regular mail, postage prepaid, addressed to:

COUNTY: Airport Director
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

ASSIGNEE: PERTCO LLC
Attention: Guy and Marsha Mueller
1802 Pankratz Street
Madison, WI 53704

O. The parties may evidence their agreement to be bound by the terms of this Approval of Assignment and Amendment of Lease E 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.

IN WITNESS WHEREOF Dane County and PERTCO LLC, by their authorized agents and with the intent to be bound hereby, have caused this Approval of Assignment and Amendment of Lease E to be executed on the dates indicated below.

FOR DANE COUNTY:

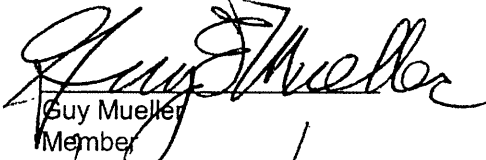
Joe Parisi
Dane County Executive

Date: _____

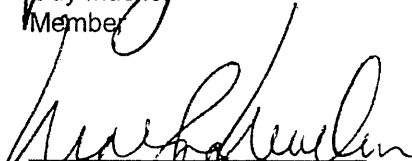
Scott McDonell
Dane County Clerk

Date: _____

FOR PERTCO LLC:


Guy Mueller
Member

Date: 3/12/18


Marsha Mueller
Member

Date: 3/12/18