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LEASE NO. DCRA 2015-10

LESSOR: DANE COUNTY, WISCONSIN

LESSEE: ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP

**Dane County Regional Airport
Madison, Wisconsin**

LEASE NO. DCRA 2015-10

This Lease is made and entered into by and between the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter, "Lessor"), and Adams Outdoor Advertising Limited Partnership, a business organized under the laws of the State of Minnesota (hereinafter, "Lessee"), and shall be effective as of the date it is fully executed by the authorized representatives of both parties.

WHEREAS Lessor, whose address is c/o Director, Dane County Regional Airport, Madison, Wisconsin 53704, is the owner of certain lands in Madison, Wisconsin adjacent to the Dane County Regional Airport (hereinafter, the "Airport") known as the Truax Air Park; and

WHEREAS Lessee, whose address is 102 East Badger Road, Madison, Wisconsin 53713 desires to lease certain premises located in the Truax Air Park for purposes related to the operation of Lessee's outdoor advertising business, and

WHEREAS Lessor deems it advantageous to itself and to the operation and development of the Airport to lease to Lessee the premises described below;

NOW, THEREFORE, in consideration of the above premises and the terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, Lessor and Lessee agree as follows:

1. **LEASED PREMISES.** Lessor hereby leases to Lessee three parcels of land, each measuring approximately 30 feet by 50 feet and each located at the base of one of the three existing Lessee-owned billboard structures situated on the North side of Aberg Avenue adjacent to the Bridges Golf Course, as shown on Exhibit A attached hereto.

2. **TERM.** The term of this lease shall be for a period of 5 years, commencing on the 1st day of January, 2016, and ending on the 31st day of December, 2020.

3. **BASE RENT AND PERCENTAGE RENT** In consideration for the rights granted under this Lease, Base Rent and Percentage Rent payable to Lessor by Lessee shall be established as follows. Effective as of January 1, 2016, Base Rent, shall be \$35,000 per annum. Commencing as of January 1, 2017, and annually thereafter under the term of this Lease, the Base Rent shall be adjusted to 103 percent of the Base Rent due for the preceding year. Percentage Rent shall be an amount equal to 28 percent of Gross Revenues, as defined herein, that Lessee derives from the use of the Leased Premises during a calendar year.

4. **PAYMENT OF RENT.** Base Rent, as established in Section 3 above, shall be paid in advance in equal monthly installments on or before the first day of each month during the term of this Lease. On February 1, 2017 and annually thereafter, Lessee shall pay to County a sum of money equal to the amount by which the Percentage Rent for the preceding calendar year exceeds the Base Rent established for the preceding calendar year. In the event the Percentage Rent does not exceed the Base Rent due for the preceding calendar year, no Percentage Rent shall be payable. Payments made under this lease 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. Payments not made when due shall incur interest at a rate equivalent to 1½ percent per month from the due date until paid in full.

5. GROSS REVENUES AND REPORTS. Gross Revenues, as that term is used in this Lease, shall mean the total amount charged by Lessee, whether by cash, credit or otherwise, in connection with advertising offered on billboards located on the Leased Premises. Gross Revenues shall include all charges attributable to use during the subject payment period of billboards located on the Leased Premises, regardless of when an order for advertising services is placed or received or when the charge therefor is made by Lessee or paid to Lessee. Notwithstanding the foregoing, Gross Revenues shall exclude any sales or excise tax imposed by law and separately stated to and paid by an advertiser. Lessee shall keep full and accurate books and records showing all Gross Revenues attributable to use of billboards located on the Leased Premises. Within 30 days following the end of each calendar year during the term of this lease, Lessee shall at its own cost and expense provide to Lessor a report showing Lessee's Gross Revenues, as that term is defined herein, for the preceding calendar year. Lessee's chief financial officer shall provide written certification that said report has been prepared in accordance with generally accepted accounting principles and accurately reflects Gross Revenues, as that term is defined herein, for the period covered. Additionally, the report shall contain a certification by Lessee that the rates charged for advertising on billboards located on the Leased Premises during the reporting period were established on the same basis as rates Lessee charged during the same period for advertising on billboards not located on the Leased Premises.

6. USE. Lessee's use of the Leased Premises shall be for billboard advertising exclusively and shall at all times be in compliance with all applicable federal, state and local laws and regulations and Airport related directives issued by the Airport Director. Billboards shall be no more than two sided and each side shall be no larger than 14 feet by 48 feet in size. Lessee shall provide Lessor at no charge for a minimum of three months per calendar year during the term of this Lease one billboard face of at least 14 feet by 48 feet in size to be used to promote events or services related to the Dane County Regional Airport. Billboards on the Leased Premises shall not be used for the advertising of tobacco products, alcohol products, or adult oriented products or services of a sexual nature. Illumination of billboards on the Leased Premises shall be from above.

7. UTILITIES, CHARGES AND MAINTENANCE. Lessee shall pay for all utility installations, additions, changes, service or user charges and other fees and taxes associated with Lessee's occupancy or use of the Leased Premises. Lessee shall provide and maintain landscaping and plantings on the Leased Premises comparable to that existing thereon on the effective date of this Lease, and shall regularly mow the grass thereon and otherwise keep the Leased Premises and Lessee's property on the Leased Premises in clean, orderly and visually appealing condition. In the event Lessee does not keep the Leased Premises and Lessee's property on the Leased Premises in clean, orderly and visually appealing condition, Lessor shall have the right to issue a written notice to Lessee to remedy such default within 10 days of the issuance of said notice. If Lessee does not timely remedy the default, Lessor may do so and bill the Lessee for all costs incurred, plus a 15 percent administrative fee. Lessor may, at its sole option, treat any violation of this section that is not cured within 30 days of issuance of the aforesaid written notice, or any violation of this section after the second violation, as grounds for terminating this Lease without liability to Lessee.

8. CONDITION OF PREMISES. By execution of this Lease Lessee accepts the condition of the Leased Premises for the uses allowed hereunder.

9. EASEMENT RESERVATIONS. Lessor shall have the right, without cost to Lessee, to install and maintain in, on or across the Leased Premises, sewer, water, gas, electric, and telephone lines or other installations or equipment necessary to the operation of the Airport and the Truax Air Park, or for service required by other tenants of Lessor. Lessor shall carry out such work and locate any structure or installation in a manner so as not to interfere unreasonably with Lessee's use of the Leased Premises.

10. STORAGE. No storage or keeping of materials or equipment of any type is permitted on the Leased Premises.

11. SUBORDINATION OF LEASE. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to take any of the property under lease or substantially destroy the value of the Leased Premises for the uses allowed hereunder, Lessee's sole recourse is to terminate this Lease and remove its property from the Leased Premises.

12. ASSIGNMENT AND SUBLEASING. The Lessee shall not assign this Lease nor sublet the Leased Premises or any portion thereof without the prior written consent of the Lessor.

13. CONDITION AT LEASE TERMINATION. At the termination of this Lease, Lessor shall be entitled to have the Leased Premises returned to it clear of all above ground structures or improvements erected or installed by Lessee. If Lessee fails to so remove said structures or improvements they may be removed by Lessor at Lessee's expense, which shall include a 15 percent administrative fee. Lessor may, at its option, take title to such structures or improvements in lieu of requiring removal by Lessee.

14. NONDISCRIMINATION. Lessee shall not discriminate in the use of the Leased Premises against any 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. Use of the Leased Premises shall be in compliance with all requirements imposed by Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, as said regulations may be amended from time to time, and with all applicable federal, state and local laws and regulations addressing accessibility for the physically disabled, including the Americans with Disabilities Act.

15. AERONAUTIC PROTECTION. Lessor reserves for the use and benefit of the public the right to pursue all operations of the Airport, including the right of aircraft to fly in the airspace overlying the Leased Premises, together with the right of said aircraft to cause such noise and vibration as may be inherent in the operation of aircraft on or in the vicinity of the Airport. Lessee shall not use or permit the use of the Leased Premises in such a manner as to create interference with radio communication between the Airport and aircraft or as to make it difficult for flyers to distinguish between the Airport's lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking-off or maneuvering of aircraft at or near the Airport. Lessor reserves the right to take any action it considers

necessary to protect the aerial approaches of the Airport against obstruction, together with the right to remove or prevent Lessee from placing, erecting, or permitting to be placed or erected, any improvement, structure, device or equipment on the Leased Premises which Lessor determines would limit the usefulness or safety of the Airport, or constitute a hazard to aviation or violation of FAA directive or regulation.

16 INDEMNIFICATION AND HOLD HARMLESS. Lessee is and shall be deemed to be an independent contractor exclusively responsible for its own acts or omissions. Lessee shall indemnify, hold harmless and defend Lessor 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 actually or allegedly arises, whether directly or indirectly, wholly or in part, from any act or omission of Lessee, Lessee's employees, agents or contractors related to the Leased Premises or uses thereon. Lessee's obligation of indemnification, as set forth herein, shall not apply to damages or liability that is caused by the acts or omissions of Lessor.

17. INSURANCE REQUIREMENTS. Lessee shall, upon execution of this Lease, provide Comprehensive General Liability Insurance for bodily injuries or death arising out of any one accident or from other cause, in a minimum sum of \$1,000,000 per occurrence for bodily injury and, in addition, shall provide Comprehensive Property Damage Liability Insurance in a minimum sum of \$1,000,000 for property damage arising from any one accident or other cause. Insurance so provided shall be deemed Primary. Lessee shall maintain said insurance with insurance companies authorized to do business in the State of Wisconsin and approved by Lessor. Said insurance requirements shall apply to any subleases and shall be enforced by Lessee during the term of this Lease and the term or terms of any subleases. All policies shall name Lessor as an additional insured. Said policies shall contain a provision that the insurer shall send to Lessor 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 hereunder shall state that coverage is claims-made and indicate the retroactive date. Lessee shall within 10 days of execution of this Lease furnish Lessor with certificates of insurance establishing that insurance policies as required herein are in full force and effect.

18. TERMINATION BY LESSEE. In addition to any right of termination granted above, Lessee may terminate this Lease upon 30 days advanced written notice to Lessor if Lessor fails to remedy any breach of its obligations under this Lease within 60 days after Lessee gives Lessor written notice specifically describing such breach. Continued payment of rent by Lessee after it has the right to terminate hereunder shall not act as a waiver of such right.

19. TERMINATION BY LESSOR. Unless otherwise provided above, Lessor may terminate this Lease upon 30 days advanced written notice to Lessee if one or more of the following events occur:

- (1) Lessee becomes insolvent, seeks protection under any insolvency statute, or makes a general assignment for the benefit of creditors;
- (2) Lessee or a creditor of Lessee files a petition seeking the liquidation of Lessee's assets or a reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof;

- (3) There becomes effective an assignment or other transfer of Lessee's ownership interest in this Lease or any portion thereof, by operation of law, order of court or otherwise, except as expressly permitted under this Lease;
- (4) There is filed a lien against the Leased Premises or any improvements thereon because of any act or omission of Lessee or other user of the Leased Premises and such lien is not removed or bonded within 30 days of said filing;
- (5) Lessee voluntarily abandons or otherwise exhibits an intent to discontinue its use of the Leased Premises;
- (6) Lessee breaches its obligation to timely pay rent due under this Lease or to timely make any other payment to Lessor as required hereunder and such breach is not cured within 30 days after Lessee's receipt of notice of such breach from Lessor; or
- (7) Unless a shorter time is expressly set forth herein, Lessee's breach of any obligation under this Lease and failure to cure the breach within 60 days after Lessee's receipt of notice of such breach from Lessor.

No acceptance by Lessor of rents, fees, charges or other payments or waiver by Lessor of any default on the part of Lessee in performance hereunder shall act as a waiver by Lessor of any subsequent default or of any right granted Lessor herein.

20. NOTICES. Notices, documents and payments provided for under this Lease shall be sent by ordinary mail, postage prepaid, and addressed as follows:

TO LESSOR:

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

TO LESSEE:

Adams Outdoor Advertising
 P.O. Box 44343
 Madison, WI 53744

Or such other address as the parties may designate in writing from time to time.

21. AMENDMENT. This Lease constitutes the entire agreement between the parties, and all other representations or statements heretofore made, verbal or written, are merged herein. This Lease may be modified or amended only in writing executed by the duly authorized representatives of the parties hereto, such representative on the part of the Lessor being the Airport Director.

22. COUNTERPARTS AND COPIES. The parties may evidence their agreement to be bound by the terms herein by executing one or more counterparts of this Lease, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this document shall have the same effect for all purposes as an original.

(Signature Page Follows)

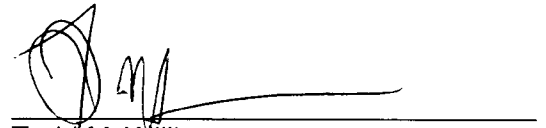
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Lease as of the dates so indicated.

FOR ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP:



Richard Zecchino
Vice President and General Counsel

Date: 11/5/15



Todd McWilliams
General Manager

Date: 11/4/15

FOR DANE COUNTY

Joe Parisi
Dane County Executive

Date: _____

Scott McDonell
Dane County Clerk

Date: _____

Billboard
Structures

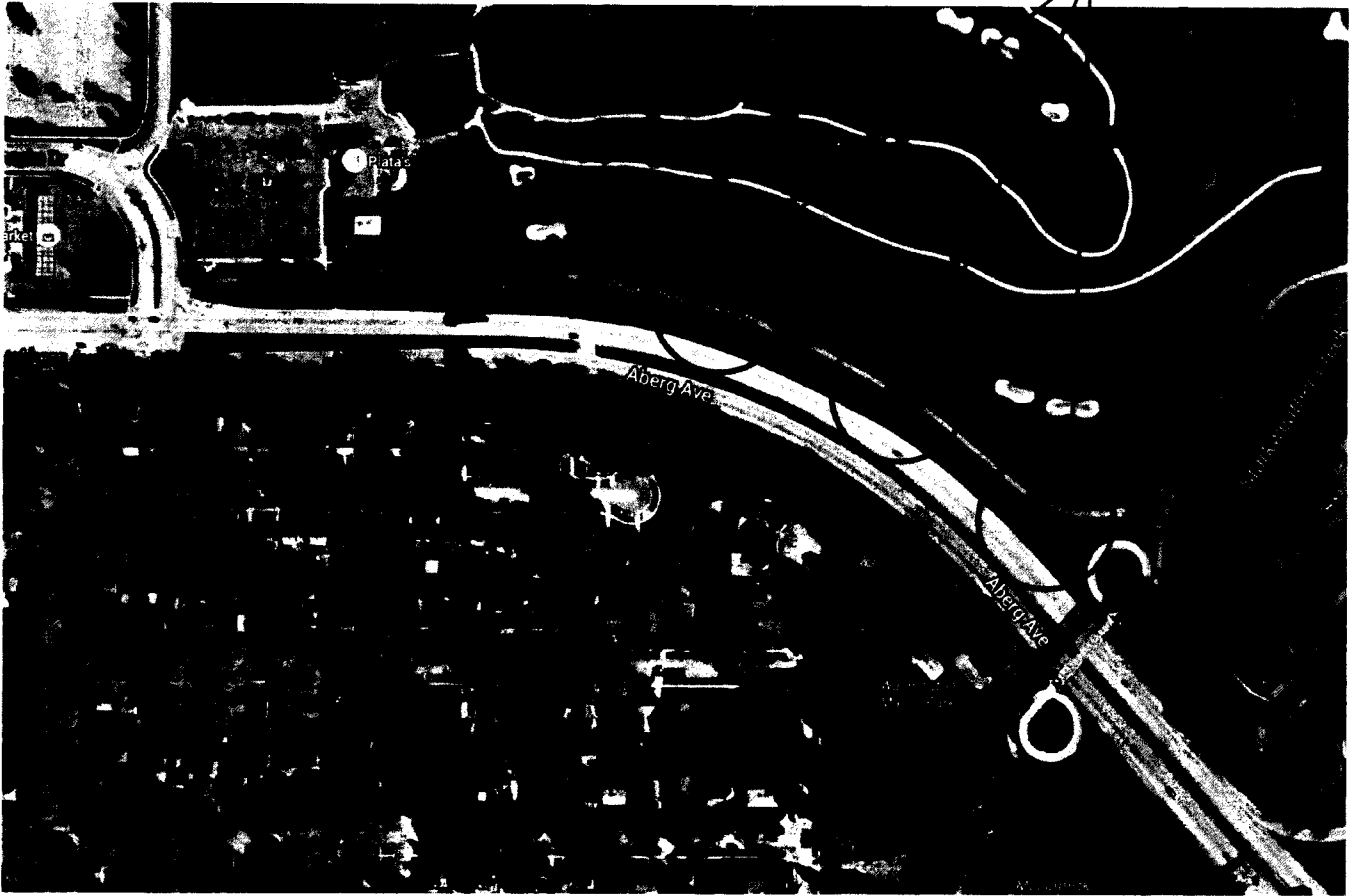


EXHIBIT A