

LEASE NO. DCRA 2019-03

FedEx Lease MSNR No: 90-0063-008

DANE COUNTY, WISCONSIN
LESSOR

AND

FEDERAL EXPRESS CORPORATION
LESSEE

LAND LEASE

Dane County Regional Airport
Madison, Wisconsin

Lease No. DCRA 2019- 03

FedEx No. MSNR 90-0063-008

This Lease by and between Federal Express (hereinafter, "LESSEE"), a business entity created under the laws of the State of Delaware, and Dane County (hereinafter, "LESSOR"), a Wisconsin quasi-municipal corporation, shall be effective as of the date it is fully executed by the authorized representative of each party.

WITNESSETH:

WHEREAS LESSOR, whose address is c/o Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704, is the owner of the property identified on the attached Exhibit A as Parcel 1, consisting of approximately 2.8 acres of land on the Dane County Regional Airport (hereinafter, the "Property"); and

WHEREAS LESSEE, whose address is 3680 Hacks Cross Road, Building H, 3rd Floor, Memphis, TN 38125, desires to enter into a lease for the Property; and

WHEREAS LESSOR deems it to be in the best interest of the public and the Dane County Regional Airport to lease to LESSEE the Property and to grant LESSEE certain rights upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration for the premises and covenants contained herein, LESSOR and LESSEE agree as follows.

1. Term. This Lease shall have a term of twelve (12) months, commencing on May 1, 2019 and terminating at midnight on April 30, 2020, unless terminated earlier under the provisions of Section 4 below.

2. Permitted Uses. It is understood that the primary purpose of this Lease is to permit LESSEE to determine whether the Property is a suitable site on which to construct improvements associated with LESSEE's business activities and to grant LESSEE a right of first refusal in the

event a third party offers to lease the Property during the term of this Lease. LESSEE, its employees, and its agents may enter upon the Property for the limited purpose of conducting surveys, soil sampling or other activities related to determining the suitability of the Property as a site for the construction of the improvements contemplated by LESSEE. LESSEE shall be responsible for providing personnel who have appropriate Airport security clearance and escort authority to escort all individuals without valid Airport security clearance at all times such individuals are inside the Airport perimeter fence conducting activities authorized under this Lease. LESSOR retains the unlimited right to access the Property.

3. Rent. As payment for the rights granted under this Lease LESSEE shall pay to LESSOR \$200, due on or before Lessee conducts any activities contemplated under paragraph 2 above with a target date set forth of May 1, 2019. Payment shall be by check made payable to Dane County and delivered to the following address:

Dane County Regional Airport
ATTN: Accounting Department
4000 International Lane
Madison, WI 53704

4. Right of First Refusal. If, during the term of this Lease, LESSOR receives from a third party an offer to lease the Property on terms acceptable to LESSOR, LESSEE shall have the right of first refusal as follows. Upon receipt by LESSOR of a third party's offer to lease the Property upon terms acceptable to LESSOR, LESSOR shall promptly provide LESSEE written notification of the offer to lease including, with respect to the third party's proposed lease, the anticipated commencement date, the term of the lease, the rent rate, and the type of improvements to be constructed on the Property. LESSEE shall have 30 days after receipt of the written notice of offer to lease in which to provide to LESSOR a binding agreement to enter into a lease for the Property upon the same or better terms than those set forth in the third party's offer to lease. Upon LESSOR's determination that the agreement to enter into a lease provided by LESSEE contains terms that are the same or better than the terms set forth in the third party's offer to lease the Property, LESSEE shall have the right to enter into a lease for the Property on the terms contained in LESSEE's agreement to enter into a lease. In the event LESSEE fails to timely provide LESSOR with an agreement to enter into a lease upon the same or better terms than those set forth in the third party's offer to lease, as reasonably determined by LESSOR,

LESSEE's right of first refusal as provided herein shall be extinguished and this Lease shall terminate without further notice or liability to either party.

5. Restoration. Upon termination or expiration of this Lease LESSEE shall forthwith restore the Property to its condition at the effective date of this Lease.

6. Indemnification and Hold Harmless. LESSEE shall indemnify, hold harmless and defend LESSOR and the Dane County Regional 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 actually or allegedly arises, whether directly or indirectly, wholly or in part, from the exercise of the rights granted herein by LESSEE or its employees, agents, contractors, or invitees. LESSEE's obligation of indemnification, as set forth herein, shall not apply to loss, damage, injury, or death caused by the acts or omissions of LESSOR or its employees, agents, contractors, or invitees.

7. Insurance. LESSEE 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. LESSEE 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 LESSOR as an additional insured. LESSEE shall, upon LESSOR's request, furnish LESSOR 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 LESSOR 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.

8. Discrimination Prohibited. LESSEE shall not deny any person the opportunity to engage in activities permitted under this Lease due to such person's 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. LESSEE shall provide access to the Property for the physically disabled as required by all applicable federal, state and local laws and regulations. The foregoing prohibition of discrimination based on arrest or conviction record is subject to the exceptions and

special cases set forth in Section 111.335 of the Wisconsin Statutes and Chapter 19 of the Dane County Ordinances, as such provisions may be amended from time to time.

9. Notices. All notices, approvals, requests, consents and other communications given, required or permitted in accordance with the terms of this Lease must be in writing and must be hand-delivered or sent by facsimile transmission, FedEx Express overnight service or United States certified or registered mail, return receipt requested. If a party delivers a notice by means of facsimile transmission, it must also send a copy of that notice by one of the other means specified above. The parties will consider notices given or delivered when received or when the recipient refuses proper delivery. The parties will address notices as follows:

LESSOR: Airport Director
Dane County Regional Airport
3000 International Lane
Madison, WI 53704
Facsimile No: (608) 246-3385

LESSEE: Federal Express Corporation
3680 Hacks Cross Road
Building H, 3rd Floor
Memphis, TN 38125
Attn: Manager, Airport Relations & Development

With a Copy to:

Federal Express Corporation
3620 Hacks Cross Road
Building B, 3rd Floor
Memphis, TN 38125
Attn: Managing Director, Business Transaction Group
Facsimile No: (901) 434-7831

A party may change the address to which it wishes Notices to be sent by delivering notice of the change of address to the other party in accordance with the terms of this Section 9.

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

11. Headings. The headings of the sections contained in this Lease are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Lease.

12. 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 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.

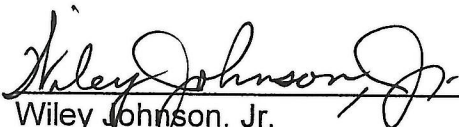
IN WITNESS WHEREOF LESSOR AND LESSEE, each by its authorized agent, have caused this Agreement to be executed on the dates indicated below.


FOR DANE COUNTY:

Kimberly Jones, Director
Dane County Regional Airport

Date: _____

FOR FEDERAL EXPRESS CORPORATION:



Wiley Johnson, Jr.
Managing Director, Real Estate and
Airport Development
#1339537v1mcm 

Date: 5/16/19

Approved
Legal Department

mcm 5/11/19 



Exhibit A
Dane County Regional Airport

Parcel 1

FedEx
Ramp

Google Earth

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