

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department AIRPORT	Contract/Addendum #: 12557A																				
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input checked="" type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
Contract		Addendum																			
If Addendum, please include original contract number																					
<input type="checkbox"/> POS		<input type="checkbox"/>																			
<input type="checkbox"/> Grant		<input type="checkbox"/>																			
<input type="checkbox"/> Co Lease	<input type="checkbox"/>																				
<input type="checkbox"/> Co Lessor	<input checked="" type="checkbox"/>																				
<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>																				
<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>																				
<input type="checkbox"/> Property Sale	<input type="checkbox"/>																				
<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: Execution to Nov. 30, 2082																					
4. Amount of Contract or Addendum: Lease terms and conditions remain unchanged.																					
5. Purpose: Approves assignment of Lease (DCRA 83-15) from AnchorBank to Old National Bank																					
6. Vendor or Funding Source: Old National Bank																					
7. MUNIS Vendor Code: 27401																					
8. Bid/RFP Number: n/a																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
10. Are funds included in the budget? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2016 RES-550</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
15. Director's Approval:																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
Received	_____	<u>3-16-17</u>	_____	Old National Bank Contact Person <small>c/o Atty Norman Farman Stroud, Willink & Howard, LLC 25 W Main Street Madison WI 53703</small> Phone No. (608) 257-281 E-mail Address nfarmer@stroudlaw.com	
Controller	_____	_____	<u>3/21/17</u>		
Corporation Counsel	_____	<u>3/17/17</u>	<u>3/17/17</u>		
Risk Management	_____	<u>3/17/17</u>	<u>3/20/17</u>		
Purchasing	_____	<u>3/22/17</u>	<u>3/22/17</u>		
_____ County Executive	_____	_____	_____		

Footnotes:

- 1.
- 2.

Return to: Name/Title: Rodney Knight, Airport Counsel Phone: (608) 246-3388 E-mail Address: knight@msnairport.com	Dept.: Airport - Admin Mail Address: 4000 International Lane, Madison, WI 53704
--	--

Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 3-7-17

Signed: 

Telephone Number (608) 246-3380

Print Name: Bradley S. Livingston, AAE Airport Director

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 3-9-17

Signature: 

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

APPROVAL OF LEASE ASSIGNMENT
LEASE NO. DCRA 83-15

This instrument was drafted by
and should be returned to:

Rodney Knight
Airport Counsel
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

Parcel I.D. Nos:
251/0810-304-0305-0
251/0810-304-0306-8

THIS DOCUMENT IS AN ASSIGNMENT OF A LEASE FOR LESS THAN 99 YEARS AND IS NOT A CONVEYANCE SUBJECT TO RETURN AND FEES PER SECTION 77.21(1), WIS. STATS.

THIS APPROVAL OF LEASE ASSIGNMENT is entered into by and between Dane County ("County"), a Wisconsin quasi-municipal corporation whose address is c/o Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704, and Old National Bank ("Old National") whose address is c/o Attorney Norman Farnam, Stroud, Willink & Howard, LLC, 25 West Main Street, Madison, Wisconsin 53703, and shall be effective upon full execution by the authorized representatives of all parties hereto.

WITNESSETH:

WHEREAS Old National acquired AnchorBank, fsb on May 1, 2016, including AnchorBank's interest as lessee of Dane County owned land under the terms of that certain lease identified as Lease No. DCRA 83-15, as modified by an Amendment of Lease and Approval of Lease Assignment effective as of December 7, 2015, and by two prior lease amendments, copies of which are attached as exhibits to the memorandum of the foregoing Amendment of Lease and Approval of Lease Assignment recorded in the Office of the Dane County Register of Deeds as Document No. 5206931; and

WHEREAS Lease No. DCRA 83-15, as amended, demises 107,447 square feet of land located adjacent to the Dane County Regional Airport at 2917 International Lane, Madison, Wisconsin (the "Premises"), as described in Exhibit A attached hereto, for a term 99 years, expiring on November 30, 2082; and

WHEREAS Lease No. DCRA 83-15, as amended, is presently in full force and effect and there is no uncured default by either party thereto; and

WHEREAS Old National has requested that County approve the assignment of Lease No. DCRA 83-15 to Old National; and

WHEREAS Dane County has determined that it is in its best interest to approve the assignment of Lease No. DCRA 83-15 as requested;

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

- A. Old National hereby accepts and assumes all of the rights and obligations accruing to the lessee under Lease No. DCRA 83-15, including any and all debts and obligations existing and owing to County thereunder on the effective date of this Approval of Lease Assignment.
- B. County hereby approves the assignment of Lease No. DCRA 83-15 to Old National and the assumption by Old National of all rights and obligations thereunder, as set forth above.
- C. Old National shall have this Approval of Lease Assignment recorded in the office of the Dane County Register of Deeds.

IN WITNESS WHEREOF County and Old National, with the intent to be bound hereby, have caused this Approval of Lease Assignment to be executed on the dates indicated below.

SIGNATURE PAGES FOLLOW

FOR DANE COUNTY:

Joe Parisi
Dane County Executive

Date: _____

Scott McDonell
Dane County Clerk

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, the above-named Joe Parisi, Dane County Executive, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, the above-named Scott McDonell, Dane County Clerk, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

FOR OLD NATIONAL BANK:

[Signature]
Wade Alexa
Vice President

Date: 2/15/12

^{Illinois}
STATE OF ~~WISCONSIN~~)
^{Cook}) ss.
COUNTY OF ~~DANE~~)

Personally came before me this 15 day of February, the above-named Wade Alexa, to me known to be an authorized representative of Old National Bank, who executed the foregoing instrument and acknowledged the same.

Agnes Katherine Humphrey
Notary Public, State of Illinois
My Commission expires: 2/5/2018



Exhibit A

Legal Description of Leased Premises

Part of Lots 11 and 12, First Addition to Truax Airpark West, in the City of Madison, Dane County, Wisconsin, more fully described as follows: Beginning at the Northeast corner of said Lot 11: thence South 01° 32' 30" West, along the East line of said Lots 11 and 12, 252.16 feet; thence North 88° 37' 19" West, 149.15 feet, thence North 53° 42' 00" West, 165.01 feet; thence South 39° 50' 00" West, 66.99 feet to a point on the line between said Lots 11 and 12; thence South 36° 22' 33" West, 71.54 feet; thence North 53° 37' 37" West, 102.18 feet to a point on the line between said Lots 11 and 12, thence North 88° 37' 19" West, 69.00 feet to the Southwest corner of said Lot 11; thence along the Westerly right-of-way line of International Lane on the arc of a 446.97 foot radius curve to the left whose long chord bears North 21° 03' 38" East, 223.20 feet to the Northwest corner of said Lot 11; thence South 88° 37' 19" East, 445.39 feet to the Northeast corner of said Lot 11 and the point of beginning.

Contains 107,447 square feet or 2.47 acres.