

AMENDMENT TO LEASE
Lease No. DCRA 2022-03

THIS AMENDMENT TO LEASE is between Dane County, a Wisconsin quasi-municipal corporation (“Lessor”), and the State of Wisconsin, Department of Administration (“Lessee”), and is effective January 1, 2023 (“Effective Date”).

RECITALS

1. Lessor and Lessee are parties to Lease No. DCRA 2022-03 (the “Lease”), by which Lessee leases on a short term basis from Lessor a parcel of approximately 41,750 square feet, as more fully described in Section 1 of the Lease (the “Property”), to determine whether the Property is suitable to construct an aircraft hangar and to retain a right of first refusal with respect to the leasing of the property until such determination is completed.
2. Lessor and Lessee desire to amend the Lease to extend the term to allow Lessee additional time to complete the above described determination.
3. Lessor has determined that the requested amendment is fair and reasonable.

AGREEMENT

Accordingly, the parties agree as follows:

1. The Lease will remain in full force and effect and is changed by this Amendment only to the extent expressly stated below.
2. In Section 2, a second paragraph is created to read as follows:

The Lease term is extended for an additional six months, beginning January 1, 2024 and expiring at midnight on June 30, 2024, unless terminated earlier under Sections 4 or 5. Lessee may, at its option and upon advance written notice to Lessor, extend this Lease for an additional six months, beginning July 1, 2024 and expiring at midnight on December 31, 2024.

3. In Section 6, the phrase “for the initial six months of the Lease” is added to the end of the first sentence, and the following is inserted immediately after the third sentence:

Lessee shall pay Lessor \$500 to extend the Lease through June 30, 2024. If Lessee exercises its option to further extend this Lease through December 31, 2024 under Section 2, then an additional payment of \$500 is due no later than July 1, 2024.

- The parties may evidence their agreement to be bound by the terms of this Amendment by one or more counterparts of this document, which together constitute a single document. A photocopy, facsimile, or electronic copy of this Amendment has the same effect as an original for all purposes. The parties stipulate that any such legible copy is admissible in evidence as the original itself in any proceeding, regardless of whether or not the original is in existence and whether or not such copy was made by a party in the regular course of business.

To evidence the parties' agreement to this Amendment to Lease, they have executed and delivered it on the dates indicated below.

LESSOR

Dane County

By: _____ Date: _____
Kimberly Jones
Director, Dane County Regional Airport

LESSEE

State of Wisconsin, Department of Administration

By:  _____ Date: 11/15/2023
Paul Hammer
Deputy Secretary