

LEASE NO. DCRA 2019-11

DANE COUNTY, WISCONSIN  
LESSOR

AND

2917 TRUAX LLC  
LESSEE

LAND LEASE

Dane County Regional Airport  
Madison, Wisconsin

**Lease No. DCRA 2019-11**

This Lease by and between 2917 Truax LLC (hereinafter, "LESSEE"), a Wisconsin limited liability company, 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 a parcel of vacant land located at 3001 International Lane, Madison, Wisconsin 53704 and as identified on the attached Exhibit A (hereinafter, the "Property"); and

WHEREAS LESSEE, whose business address is 2809 Losey Boulevard, S, La Crosse, Wisconsin 54601, and who owns the commercial office building located at 2917 International Lane, Madison Wisconsin, 53701, 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 November 1, 2019 and terminating at midnight on October 31, 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. LESSOR retains the unlimited right to access the Property at any time.

3. Rent. As payment for the rights granted under this Lease LESSEE shall pay to LESSOR \$500, due on or before November 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. Subsequent Lease Between Parties. The parties further agree that in the event that LESSOR and LESSEE agree to enter into a subsequent lease for the Property, that the improvements to be made by LESSEE to the Property pursuant to such subsequent lease shall be generally as depicted on Exhibit A, subject to LESSOR'S final approval of the improvements,

including but not limited to, final layout, final dimensions and final fence placement, which consent shall not be unreasonably withheld.

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

7. 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.

8. 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.

9. 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.

10. Assignment. While not in default of any provision of this lease, Lessee may assign rights held hereunder upon payment to the County of an assignment fee of \$300 and the prior written approval of County, which approval shall not be unreasonably withheld. Any sale or other transfer, including transfer by consolidation, merger or reorganization, of twenty-five percent or more of the voting stock or membership interest of Lessee in a single transaction or in multiple related transactions, if Lessee is a corporation or limited liability company, or any sale or other transfer of twenty-five percent or more of the partnership interest in Lessee in a single transaction or in multiple related transactions, if Lessee is a partnership, shall be deemed to be an assignment for purposes of this Lease.

11. Notices. Notices provided under the terms of this Lease shall be sufficient and effective as of the date of delivery by certified or registered mail.

12. 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.


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 2917 TRUAX LLC:**

  
Richard Huber, Manager  
2917 Truax LLC

Date: 10/24/19

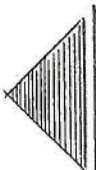
DARWIN ROAD



18' 14' 13' 14' 13' 10' 13' 18' 18' 24' 13' 10' 13' 24' 18'

STORMWATER RETENTION

**SITÉ PLAN**



PROPOSED PARKING 1001

\* ALL VEGETATION TO MEET AIRPORT SPECIFICATIONS

EXISTING DRIVEWAY

EXISTING BUILDING

SOLAR CHARGING STATIONS

INTERNATIONAL LANE

100'

210'