

LEASE NO. DCRA 2014-____

LESSOR: DANE COUNTY, WISCONSIN

LESSEE: CM LARSEN

Dane County Regional Airport
Madison, Wisconsin

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This Lease is made and entered into by and between Dane County, Wisconsin, a Wisconsin quasi-municipal corporation (hereinafter, "Lessor") and CM Larsen, a company organized under the laws of the State of Wisconsin (hereinafter, "Lessee"), and shall be effective as of the date it is fully executed by both parties.

WITNESSETH:

WHEREAS Lessor is the owner of the Dane County Regional Airport (hereinafter, the "Airport") ; and

WHEREAS Lessee desires to lease certain premises and facilities located in the Airport for purposes related to Lessee's operations relating to the storage of snow removal equipment; and

WHEREAS Lessor deems it advantageous to itself and its operation of the Airport to grant and lease unto Lessee the below described premises and facilities upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and covenants hereinafter expressed, the sufficiency of which is acknowledged by each party, Lessor and Lessee do agree as follows:

1. Leased Premises. Lessor hereby leases to Lessee for Lessee's exclusive use premises (hereinafter, the "Leased Premises") consisting of approximately 3,891 square feet of unfinished interior building space in the 3-Bay Garage, and 4,900 square feet of adjacent parking lot located at 1439 Wright Street, Madison, Wisconsin, 53704, such Leased Premises being designated as the Lease Area on Exhibit A attached hereto. For the

purposes of this Lease the Leased Premises shall be deemed to be 8,791 square feet in area.

2. Term. This Lease shall be in full force and effect on a month-to-month basis, commencing upon full execution of this Lease.
3. Rent. In consideration for the rights granted hereunder Lessee shall pay to Lessor monthly rent in the amount of \$1,000.00. Rent shall be paid in advance and is due on or before the first day of each month during the Lease term. Payment of rent 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. Overdue rent payments shall incur interest at the rate of one percent per month from the due date until paid in full.
4. Utilities. Lessee shall pay for all utility service supplied to the Leased Premises. Lessor shall provide heat and electricity services to the Leased Premises as such services are presently available and reasonably necessary to the conduct of Lessee's activities as authorized hereunder. Lessor retains the right, exercisable without liability to Lessee, to install and maintain in, on or across the Leased Premises, any and all infrastructure, lines, cables pipes or installations necessary to the operation of the Airport or to service other tenants of Lessor. Lessor shall expedite such work and to the extent feasible carry out the work and locate any installation so as not to unreasonably interfere with Lessee's operations and use of the Leased Premises.
5. Right of Ingress and Egress. Lessee, Lessee's employees, agents, customers, invitees, licensees, contractors and suppliers shall have the right to enter and depart from the Leased Premises in accordance with all

applicable laws, regulations and rules, including directives of the Airport Director and Airport regulations and security provisions as set forth in the official Airport Security Plan, as such plan may be amended from time to time.

6. Use. Lessee's use of the Leased Premises shall be exclusively for activities related to the storage, maintenance and repair of snow removal equipment and ancillary uses.
7. No Unauthorized Use. The Leased Premises are not to be used in any manner other than that expressly authorized herein without the written consent of Lessor.
8. Untenantable Conditions. If the Leased Premises are partially damaged by fire or other casualty, but not rendered untenantable, Lessee shall not be relieved of Lessee's obligations hereunder and Lessor shall repair same at its cost and expense, provided, however, that if the damage is caused by the negligent or wrongful act or omission of Lessee, Lessee's agents, or employees, Lessee shall be responsible for all damages resulting from such negligent or wrongful act or omission. If the Leased Premises are damaged so as to render the Leased Premises untenantable, but capable of being repaired in 30 days, the same shall be promptly repaired by Lessor at its cost and expense, and rent payable by Lessee hereunder shall be proportionately adjusted until such time as the Leased Premises shall be fully restored, provided, however, that if said damage is caused by the negligent or wrongful act or omission of Lessee, Lessee's agents or employees, the rent shall not abate and Lessee shall be responsible for all damages resulting from such negligent or wrongful act or omission. In the event the Leased Premises are completely destroyed by fire or other casualty or so damaged that they will remain untenantable for more than 30 days Lessee may terminate this Lease

effective as of the date the Leased Premises become untenable, provided, however, that if said destruction is caused by the negligent or wrongful act or omission of Lessee, Lessee's agents or employees, the Lease shall not so terminate and Lessee shall be responsible for all damages resulting from such negligent or wrongful act or omission.

9. Modification of Agreement. Enforcement, modification, amendment, termination, permissive authorizations and any similar matters affecting or arising from the terms of this Lease shall be subject to the authorization and written approval of the Airport Director on behalf of Lessor.
10. Access to Premises. Lessor shall have the right to enter upon the Leased Premises at any reasonable time during normal business hours and without unreasonable interference with Lessee's operations and use of the Leased Premises for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Lease and all regulations and standards of the Airport.
11. Military Provision. During time of war or national emergency as determined by Congress or the President, Lessor shall have the right to lease any part of the Airport to the United States Government for military or governmental use and, if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the federal government, shall be suspended and, in such event, Lessee shall have the right to immediately terminate this Lease upon written notification to Lessor.
12. Subordination. This Lease shall be subordinate to existing and future FAA regulation and the provisions of any existing or future agreement between Lessor and the United States or State of Wisconsin relative to the development, operation or maintenance of the Airport, the execution of

which agreement has been, or may be, required as a condition precedent to the availability or expenditure of federal or state funds for the development of the Airport. Should the effect of such regulation or agreement be to substantially destroy the value of property or rights granted under this lease, Lessee shall have the right to terminate this Lease but shall have no other recourse against Lessor.

14. Airport Protection Clause. Lessor hereby 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 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 to make it difficult for flyers to distinguish between the Airport's lights and others, to otherwise impair visibility in the vicinity of the Airport, or to in any other manner endanger the landing, taking-off or maneuvering of aircraft at or near the Airport.
15. Building and Use Restrictions. 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 building, structure, device, equipment or other item on the Leased Premises which Lessor determines would limit the usefulness of the Airport, or constitute a hazard to aviation or violation of FAA directive or regulation.
16. Conditions of Premises. Lessee accepts the Leased Premises, including all improvements, devices and equipment thereon, in its condition as of the date this Lease is executed by Lessee.

17. Maintenance and Noxious Emissions. Lessee shall, at Lessee's sole cost and expense, keep the Leased Premises in clean and orderly condition and in as good repair as said Premises are at the time of Lessee's acceptance thereof. Lessee shall not engage in or permit outside storage of debris, junk or trash. Should Lessee fail to keep the Leased Premises in clean and orderly condition and good repair, as is reasonably required in order to preserve and protect the general appearance of the Leased Premises or the value of Lessor's interest in the Leased Premises and, if such failure is not remedied by Lessee within 10 days after receipt of written notice thereof, Lessor shall have the right to enter on the Leased Premises and perform the work necessary to remedy the condition, the cost of which, including a 10 percent administration fee, shall be borne by Lessee. Lessee shall not operate or permit operation on the Leased Premises of any equipment or device that produces noxious or otherwise offensive emissions.
18. Approval of Additions and Alterations. Lessee shall have the right during the term of this Lease to make alterations or attach fixtures on the Leased Premises only upon advance written approval by Lessor, which approval shall not be unreasonably withheld.
19. Signs and Illumination. Lessee shall secure the written approval of Lessor before placing lighting or signage on the exterior of the Leased Premises. Signage and lighting existing at the commencement of this Lease shall be deemed approved by Lessor.
20. Nondiscrimination and Accessibility. Lessee, does hereby covenant and agree that (1) no person on the grounds of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest or conviction

record, political beliefs, military participation, or membership in the national guard, state defense force or any reserve component of the military forces of the United States shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination with respect to the furnishing of services on or from the Leased Premises and the conduct of activities authorized or required under this Lease; (2) that Lessee shall conduct all activities authorized or required under this Lease in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, and 14 CFR Part 152, Subpart E, as said regulations may be amended; and (3) that Lessee shall comply with all accessibility requirements of the Americans with Disabilities Act and all other applicable federal, state and local laws, rules, regulations and ordinances.

21. Lessee to Pay Fines or Forfeitures. Lessee shall pay any forfeitures or fines levied upon Lessor or the Airport through enforcement of any applicable federal, state or local regulation, rule or policy due to the acts or omissions of Lessee, Lessee's employees, agents, suppliers, invitees or guests.

22. Indemnification and Hold Harmless. Lessee is and shall be deemed to be an independent contractor and operator exclusively responsible for Lessee's own acts or omissions. Lessee shall indemnify, hold harmless and defend Lessor, Lessor's Board of Supervisors, Airport Commission, Airport Director, Lessor's officers, agents and employees, and the 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 wholly or in part, from (a) any action or omission of Lessee, Lessee's

employees, agents, contractors, suppliers, invitees, sublessees or guests while on Airport property; or (b) the exercise of the rights granted herein by Lessee, Lessee's employees, agents, contractors, suppliers, invitees, sublessees or guests. Lessee's obligation of indemnification, as set forth herein, shall not apply to damages or liability caused by the acts or omissions of Lessor, Lessor's Board of Supervisors, Airport Commission, Airport Director, Lessor's officers, agents and employees.

23. 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. 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, Lessor's Board of Supervisors, Airport Commission, Airport Director, Lessor's officers, agents and employees, and the Airport as additional insured. Upon Lessor's request, Lessee shall furnish Lessor with a copy of all insurance policies required hereunder to certify that such insurance policies are in full force and effect as required herein. Said policies shall contain a provision that Lessee's insurer shall send to Lessor written notice of cancellation or any adverse material change in said policies 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 agreement and the certificate of insurance shall state that coverage is claims-made and indicate the retroactive date. Lessee

shall maintain all insurance coverage required hereunder for the duration of this Lease. Lessor and Lessee hereby waive all rights of recovery, claims, actions or causes of action in any manner (by way of subrogation or otherwise) in the insured party's favor and against the other party for loss or damage to the extent that such loss or damage is required to be insured under this Lease, regardless of the cause or origin, including the negligence of the other party.

24. Assignment and Subleasing. Lessee shall not at any time assign this agreement or sublet the Leased Premises without prior written approval of Lessor, which approval shall not be unreasonably withheld.
25. Taxes, Fee, Permits and Licenses. Lessee agrees to pay as they become due any and all taxes, fees, assessments or charges of any type, levied by an entity with authority to do so, against the Leased Premises or any improvements, activity or property of any kind thereon.
26. Compliance with Laws. Lessee shall give prompt notice to Lessor of any notice it receives of the violation of any law, regulation, or requirement or order of any public authority with respect to the Leased premises or the uses and rights granted hereunder. Lessee shall comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any applicable directives of the Airport Director.
27. Repairs and Airfield Maintenance. Except as otherwise specifically provided herein, Lessor, during the term of this Lease, shall, within the limits of the funds available to it, operate, maintain and keep in good repair all appurtenances, facilities and services now or hereafter connected with the Leased Premises which Lessor has agreed to furnish and supply hereunder. Notwithstanding the foregoing, Lessor shall not be required to

perform maintenance and make repairs occasioned by the acts or omissions of Lessee, Lessee's employees, agents, contractors, suppliers, invitees, sublessees or guests. However, Lessor may perform such maintenance or make such repairs and charge the cost thereof to Lessee, and Lessee agrees to reimburse Lessor for all costs incurred by Lessor in performing such maintenance and repair work, plus a 20 percent administration fee.

28. Termination of Lease. Either party may terminate this Lease upon 30 days advanced written notice to the other party.

29. No Waiver. 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 under this Lease shall be or be construed to be a waiver by Lessor of any other or subsequent default by Lessee in performance under this Lease, or of any right on the part of Lessor to terminate this Lease. The right of termination provided herein shall be in addition to any rights and remedies that Lessor has at law or in equity consequent upon any breach of this Lease, and the exercise by Lessor of any right of termination shall be without prejudice to any other such rights and remedies.

30. Misrepresentation and Invalid Provisions. All terms and conditions with respect to this Lease are expressly contained herein, and each party hereto expressly agrees and specifically acknowledges by execution of this Lease that it has not relied on any verbal promise, representation or warranty made by the other party, or the party's employees or agents with respect to this Lease or any of the matters and rights addressed herein. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

31. Time is of the Essence. With respect to performance of all terms and conditions of this Lease by each of the parties hereto, time is and shall be of the essence. The covenants and conditions set forth in this Lease are meant to be binding upon the parties and are not to be construed as mere recitals.

32. Notices. Notices and communications hereunder shall be sufficient and effective as of the date of postmark if sent by regular mail, postage prepaid, addressed to:

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

LESSEE: CM Larsen
PO Box 127
Stoughton, WI 53589

IN WITNESS WHEREOF and with the intent to be bound hereby, Lessor and Lessee execute this Lease on the dates indicated below.

FOR CM LARSEN

_____ Date: _____
Chad Larsen

FOR DANE COUNTY

_____ Date: _____
Bradley Livingston, Director
Dane County Regional Airport

EXHIBIT A

