

LEASE NO. DCRA 2014-11  
TEMPORARY USE AGREEMENT II

DANE COUNTY, WISCONSIN  
AND  
MADISON AREA TECHNICAL COLLEGE

PARKING LOT OFF STRAUBEL STREET

Dane County Regional Airport  
Madison, Wisconsin

TEMPORARY USE AGREEMENT II

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This Temporary Use Agreement (the "Lease") is made and entered into by and between Dane County, a Wisconsin quasi-municipal corporation ("County"), and Madison Area Technical College, a technical college district established under Chapter 38 of the Wisconsin Statutes ("MATC"), and shall be effective as of the date a fully signed original of the Lease is delivered by County to MATC.

**WITNESSETH:**

WHEREAS County owns a parcel of land, having an area of approximately 87,360 square feet, located adjacent to the Dane County Regional Airport (the "Airport") and abutting Straubel Street, Madison, Wisconsin, that has been improved as a parking lot with paving, fencing and lighting (the "Premises"), as shown on Exhibit A attached hereto; and

WHEREAS MATC and County are presently parties to a lease, identified as Lease No. DCRA 2014-09, pursuant to which MATC has the right to use the Premises as a motor vehicle parking lot from August 25, 2014 through October 25, 2014 and from January 12, 2015 through March 12, 2015; and

WHEREAS MATC now wishes to enter into a lease with County for use of the Premises during a portion of the interim period not covered under the aforesaid Lease No. DCRA 2014-09; and

WHEREAS County is willing and able to lease the Premises to MATC according to the terms and conditions set forth below.

NOW, THEREFORE, County and MATC agree as follows.

1. Term of Lease and Use of the Premises. The term of this Lease shall commence on October 26, 2014 and expire on December 12, 2014. During said Lease term MATC

is authorized to use and occupy the Premises, on an exclusive basis, as a motor vehicle parking lot for the use of individuals using the MATC Truax Campus facilities.

2. Termination Upon Notice. This Lease may be terminated by either party by giving the other party written notice of termination taking effect on a date not less than 14 days after delivery of said notice. Notwithstanding the foregoing, MATC may terminate this Lease effective immediately upon County's receipt of notice from MATC that the lighting of the Premises is not adequate for MATC's use of the Premises.

3. Acceptance of the Premises. MATC has examined the Premises and accepts it in the condition it is in on the effective date of this Lease. MATC shall allow use of the Premises only for the purpose of parking motor vehicles, unless otherwise authorized in writing by the Airport Director.

4. Rent. In consideration for the right to use and occupy the Premises as set forth herein, MATC shall pay County rent in the total amount of \$6,675, payable by MATC in a lump sum within 30 days of its receipt of County's invoice therefor. Included in said rent is an electric utility fee in the amount of \$77.20 per month of use and occupancy. Payments 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

5. Maintenance and Restoration. MATC shall use the Premises only for the purposes expressly permitted hereunder and shall not alter or modify the Premises in any manner without the written approval of the Airport Director. During those periods during which MATC is authorized to use and occupy the Premises under this Lease, MATC shall at its sole cost and expense keep the Premises in safe, clean and orderly condition, including the removal of snow and ice as needed and the mowing of grass as needed on the islands in the parking lot, the terrace abutting Straubel Street, and outside the fence to the east and west of the Premises to a distance of ten feet from the fence.

Upon expiration or earlier termination of this Lease, MATC shall return the Premises to substantially the same condition it was in on the effective date of the Lease.

6. Indemnification and Hold Harmless. At all times during the term of this Lease MATC is and shall be deemed to be an independent contractor and operator exclusively responsible for its own acts or omissions. MATC shall indemnify, hold harmless and defend County and its 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 by MATC or MATC's employees, agents, contractors, invitees, guests, or others permitted by MATC to use the Premises, of any of the rights granted herein. MATC's obligation of indemnification, as set forth herein, shall not apply to loss, damage, injury, or death caused by the acts or omissions of County.

7. Insurance. In order to protect itself and County under the indemnity provisions of the foregoing paragraph, MATC shall obtain and at all times during the term of this Lease keep in full force and effect comprehensive general liability insurance issued by a company or companies authorized to do business in the State of Wisconsin, with liability coverage provided for therein in the amount of at least \$1,000,000 combined single limits. Coverage afforded shall apply as primary and County shall be listed as an additional insured for the term of this Lease. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to MATC and shall cooperate with MATC's attorneys in the defense of the action, suit or other proceeding. Upon request by County, MATC shall furnish evidence that it has obtained the insurance required hereunder.

8. Nondiscrimination. MATC shall not exclude any person from access or use of the Premises 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. MATC shall provide access to the Premises for

the physically disabled as required by all applicable federal, state and local laws and regulations.

9. Automatic Termination and Payment of Forfeitures. This Lease shall automatically terminate and become null and void if any governmental authority restricts or eliminates MATC's ability to park vehicles on the Premises and, in such event, neither party shall have any further obligations under this Lease. MATC shall be responsible for and shall timely pay any fines or forfeitures levied against County or MATC as the result of use of the Premises by MATC or MATC's employees, agents, contractors, invitees, guests, or others permitted by MATC to use the Premises.

10. Access to Premises. County shall have the right to enter upon the Leased Premises at any time 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. Notwithstanding the rights granted herein, during time of war or national emergency County shall have the right to lease the Premises or any part thereof to the United States or the State of Wisconsin for military or governmental use. In the event such right is exercised, any provision of this Lease that is inconsistent with the terms of the lease to the federal or state government shall be suspended and MATC shall have the right to terminate this Lease without further recourse against County.

12. Subordination. This Lease shall be subordinate to existing and future regulations promulgated by the Federal Aviation Administration (hereinafter, the "FAA"), use restrictions imposed by a governmental authority, and the provisions of any existing or future agreement between County and the State of Wisconsin or United States Government relative to the operation, maintenance or construction of the Airport, the execution of which agreement has been, or may be, required as a condition precedent to a grant of funds for the development of the Airport. In the event any such regulation, restriction or provision significantly impairs MATC's ability to use the Premises for the purposes authorized hereunder, MATC shall have the right to terminate this Lease without further recourse against County.

13. Airport Protection Clause. County 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 and vibration as may be inherent in the operation of aircraft on or in the vicinity of the Airport. MATC shall not use or permit the use of the Leased Premises in such a manner as to create interference with communication between the Airport and aircraft, or as to make it difficult for flyers to distinguish between the Airport's lights and others, or as to result in the impairment of visibility in the vicinity of the Airport, or in any other manner that the County determines would limit the usefulness of the Airport, constitute a hazard to aviation or users of the Airport, or violate FAA directive or regulation.

IN WITNESS WHEREOF COUNTY AND MATC, by their respective authorized agents, have caused this Agreement to be executed as of the dates indicated below.

**FOR MADISON AREA TECHNICAL COLLEGE:**

  
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Date Signed: 11/3/14

MARK THOMAS, JR.  
Vice President for Administrative Services

**FOR DANE COUNTY:**

\_\_\_\_\_  
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Date Signed: \_\_\_\_\_

BRADLEY S. LIVINGSTON, Director  
Dane County Regional Airport

Premises Parcel



EXHIBIT A

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Straubel Parking II