

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

Res 111  
Significant

DEPARTMENT <b>Airport</b>	CONTRACT/ADDENDUM #: <div style="text-align: center; font-size: 1.2em;">12020</div>																											
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> <td style="width: 30%; text-align: center;">Contract</td> <td style="width: 40%; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 30%; text-align: center;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Co Lessor	<input 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"/>
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<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>Cumulative 30 year term</u> commencing 8/1/2014																												
4. Amount of Contract or Addendum \$1,253.14 per month annual adjustments related to CPI.																												
5. Purpose: Lessee will lease 22,245 square feet of land on airport premises for the purpose of constructing a hangar for aircraft storage																												
6. Vendor or Funding Source: <b>JSJ Aviation, LLC</b>																												
7. MUNIS Vendor Code: <b>25022</b>																												
8. Bid/RFP Number:																												
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. <b>AIRGA 83275</b> Amount \$ <b>1,253.14</b> Account No. & Amount, Org. & Obj. _____      Amount \$ _____ Account No. & Amount, Org. & Obj. _____      Amount \$ _____																												
12. 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>2014 RES-111</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval <i>Kim Jones for Brad Livingston</i>																												

### CONTRACT REVIEW/APPROVALS

### VENDOR

Initials	Ftnt	Date In	Date Out
<i>Ug</i> Received	_____	<u>7/1/14</u>	_____
<i>AK</i> Controller	_____	_____	<u>7/1/14</u>
<i>JK</i> Corporation Counsel	_____	<u>7-1-14</u>	<u>7-1-14</u>
<i>JD</i> Risk Management	_____	<u>7/1/14</u>	<u>7/1/14</u>
<i>AD</i> ADA Coordinator	_____	<u>7/1/14</u>	<u>7/1/14</u>
<i>CR</i> Purchasing Agent	_____	_____	<u>7/1/14</u>
_____ County Executive	_____	_____	_____

Vendor Name & Address
Contact Person
Phone No.
E-mail Address

**Footnotes:**

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Kimberly S. Jones</u> Dept.: <u>Airport</u> Phone: <u>246-3391</u> Mail Address: <u>4000 International Lane</u> E-mail: <u>jones.kimberly@msnairport.com</u>	<u>Madison, WI 53704</u>
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**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 copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- 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 copy<sup>1</sup>

Date: June 23, 2014  
 Telephone Number: 246-3380

Signed: Kim Jones for Brad Livingston  
 Print Name: Bradley S. Livingston

**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: 06/23/2014

Signature: Kim Jones for Brad Livingston

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

Date: 7/1/14

Signature: [Signature]

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

Date: 7/1/14

Signature: [Signature]

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

12020

LEASE NO. DCRA 2014-07

DANE COUNTY, WISCONSIN

AND

JSJ AVIATION LLC

HANGAR GROUND LEASE

Dane County Regional Airport  
Madison, Wisconsin

**Lease No. DCRA 2014-07**

This Lease is made and entered into by and between Dane County, Wisconsin, a municipal corporation (hereinafter, Lessor) and JSJ Aviation LLC, a Wisconsin limited liability company with its offices located in care of Jay S. Jensen, Clasen Quality Coatings, Inc., 5126 West Terrace Drive, Madison, WI 53718, and shall be effective as of the date it is fully executed by the authorized representatives of both parties.

**WITNESSETH:**

WHEREAS, Lessor is the owner of certain lands lying in the City of Madison, Dane County, Wisconsin, known as the Dane County Regional Airport (hereinafter, the Airport), which includes aeronautical facilities, buildings, and other facilities necessary and useful in connection with the operation of an airport; and

WHEREAS, Lessee desires to lease premises at the Airport and to obtain certain rights related to the construction and use of an aircraft hangar on said premises; 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 to grant certain rights related thereto upon the terms and conditions hereinafter set forth.

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

1. Leased Premises. Lessor hereby leases to Lessee for its exclusive use premises (hereinafter, the Leased Premises) consisting of a parcel of land at the Airport of 22,245 square feet, as legally described and depicted on Exhibit 1 attached hereto and made a part hereof. Lessor further grants to Lessee, subject to all applicable laws, regulations, and Airport policies, the nonexclusive right to use the runways, taxiways and similar common areas

of the Airport. Lessor covenants that at all times this Lease is in effect, the Leased Premises shall be served by an improved taxiway not less than fifty (50) feet in width.

2. Term and Pre-Commencement Access.

(1) Term. This Lease shall be in effect for a term beginning on the date this Lease is signed by both parties, and shall continue through the last day of the tenth (10th) Lease Year (hereinafter defined), unless extended or terminated sooner pursuant to any of the provisions of this Lease. Lessee's obligation to pay rent under Sections 3 and 4, however, shall not begin until the date on which Lessee's proposed improvements are no longer subject to objection by the Federal Aviation Administration (the "Commencement Date"). If the Commencement Date does not occur within 180 days of the date this Lease is signed by Lessor and Lessee, then either party may terminate this Lease by delivery of written notice to the other. "Lease Year" means a period of twelve consecutive calendar months falling during the term of this Lease. If the Commencement Date falls on the first day of a calendar month, the first Lease Year shall begin on the Commencement Date; otherwise, the first day of the first Lease Year shall be on the first day of the first calendar month immediately following the Commencement Date. Lessee shall have the right to extend the term of this Lease for up to two (2) additional terms of ten (10) Lease Years each provided that Lessee is not in default hereunder and gives Lessor written notice of its intent to extend the Lease term not less than 90 days prior to the expiration of the then effective initial or extended Lease term. Lessee and Lessor agree that none of Lessee's options to extend should lapse due to Lessee's inadvertent failure to timely exercise such option. Accordingly, Lessee and Lessor agree that if Lessee fails to exercise any option to extend prior to the 90th day prior to the date this Lease would otherwise expire, and has not notified Lessor that Lessee is not extending the term of this Lease, the time period during which

Lessee may exercise the option shall be extended to a date ten days after Lessor has delivered a written notice to Lessee requesting that Lessee advise Lessor whether Lessee is exercising such option. All provisions of this Lease applicable to its initial term shall apply with equal force upon any extension of the term of the Lease.

- (2) Pre-construction access. Lessor shall grant Lessee access to the Premises following approval of Lessee's plans and specifications for Lessee's improvements as described in Section 6, below, provided that (a) such improvements are no longer subject to objection by the Federal Aviation Administration, and (b) Lessee has provided Lessor with proof of builder's risk insurance as required under Section 28.

3. Rent. In consideration for the rights granted hereunder Lessee shall pay to Lessor rent of \$0.676 per annum for each square foot of the Leased Premises, payable from the Commencement Date through the last day of the first Lease Year in monthly installments of \$1,253.14 each, and thereafter each month as adjusted under the terms of this Lease. Rent shall be paid in advance and is due on or before the first day of each month during the Lease term. Rent for a partial month shall be prorated on a daily basis. 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 an annual rate equivalent to four percent in excess of the prime rate as published from time to time in the *Wall Street Journal* (or, should the *Wall Street Journal* cease to be published, as published in another reputable financial publication selected by Lessor), from the due date until paid in full.

4. Rent Adjustment. Rent due hereunder shall be adjusted on the first day of the second and each subsequent Lease Year based on changes in the Consumer Price Index, U.S. City Average, All Items, all Urban Consumers (hereinafter, the "CPI"), provided that in no event shall the annual rent for a

Lease Year be lower than the rate established for the prior Lease Year. Said adjustment establishing each new annual rent rate shall be calculated using the following formula:

New Annual Rate:

$$\frac{\text{Current Annual Rate} \times \text{CPI Index for December of most recent year}}{\text{CPI Index for December of next most recent year}}$$

For example, assuming that each Lease Year begins on August 1:

$$\begin{aligned} & \text{Rate for the August 1, 2024 through July 30, 2025 lease year:} \\ & \frac{\text{Rate for 2024-2025 Lease Year} \times \text{CPI Index for December of 2023}}{\text{CPI Index for December of 2022}} \end{aligned}$$

Notwithstanding application of the foregoing formula, the maximum annual rent increase shall not exceed three percent. As adjusted, the annual rate shall be paid in 12 equal monthly installments due as set forth above. In the event publication of the CPI is terminated, or its method of calculation is significantly altered, then such periodic adjustment shall be made by application of the index that, in Lessor's reasonable discretion, is the index most commonly used in the aviation industry or, if there is no such standard, in the rental industry generally.

5. Rent Assessment for Major Expenditures. Lessor may assess Lessee additional rent for Major Expenditures incurred by Lessor due to Lessee's tenancy at the airport. For purposes of this section, Major Expenditure shall be defined as a capital expenditure of a special, non-recurring nature that (a) is not associated with the normal prior operation of the Airport but is imposed on the Airport by new state or federal rule or regulation; (b) is imposed due to Lessee's activities at the Airport; and (c) is in an amount of \$10,000 or more. If the Major Expenditure is imposed in part due to Lessee's activities at the Airport, and in part due to the activities of others at

the Airport, Lessee shall be charged only for that portion of the Major Expenditure that is allocable to Lessee's activities. Additional rent assessed hereunder shall equal the amount of the Major Expenditure and shall be paid in a lump sum or amortized with 6% interest over the remaining months in the term of the Lease and paid by Lessee to Lessor with Lessee's regular rent payments.

6. Right to Construct Improvements. Lessee shall have the right to construct an aircraft storage hangar and associated improvements on the Leased Premises as shown on Exhibit 1 and Exhibit 2. Lessee shall not construct or install improvements on the Leased Premises in addition to or differing from those shown in Exhibit 1 and Exhibit 2 without the prior written approval of the Airport Director or the Director's designee. Prior to construction Lessee shall file with the FAA or its agent a complete and accurate FAA Form 7460-1. Use of the Leased Premises and construction of improvements thereon may not proceed or be maintained by Lessee if such use or construction is subject to objection by the FAA. Lessee shall, at its expense, provide a paved apron to provide aircraft access from its hangar to the adjacent taxiway. Said apron shall be designed and constructed to support a 60,000 pound dual wheeled aircraft. Furthermore, the apron shall extend to the existing apron serving the hangar to the north of the Leased Premises. Lessor represents that it has obtained the consent of the tenant of such hangar to the north. Lessee understands and acknowledges that improvements proposed for construction or installation on the Leased Premises will not be approved by Lessor, and may not be maintained by Lessee, if the improvements or uses thereof are deemed by the Airport or the Federal Aviation Administration to be incompatible with Airport operations.

7. Aircraft Storage, Maintenance and Vehicular Parking. Upon construction of a hangar on the Leased Premises, Lessee shall have the right to store and maintain one or more aircraft in the hangar under the terms and conditions set forth herein and according to applicable provisions of the Dane County

Code of Ordinances, said Ordinances being fully incorporated into this Lease and enforceable as if they were fully set forth herein. Aircraft with single wheeled landing gear shall not be kept on the Leased Premises if they exceed 30,000 pounds in maximum ramp weight. Aircraft with double wheeled landing gear shall not be kept on the Leased Premises if they exceed 60,000 pounds in maximum ramp weight. Parking of automobiles or other vehicles in the hangar shall be allowed to the extent shown on Exhibit 2. All other vehicular parking associated with Lessee's use of the Leased Premises shall be in paved parking stalls as indicated on Exhibits 1 and 2.

8. Equipment Operation; Use of Taxiway. Lessee shall have the right to install, operate, maintain, repair and store, subject to approval of the Airport Director and in accordance with Chapter 68, Dane County Code of Ordinances, all equipment directly associated with hangar maintenance and storage and maintenance of aircraft on the Leased Premises. Except for small quantities of fuel for use in equipment such as lawn mowers, Lessee shall not dispense or store fuels of any kind without Lessor's express written approval. Lessee shall cooperate with other users of the taxiway serving the Premises to avoid congestion between the Premises and the runway.
  
9. Right of Ingress and Egress. Lessee, Lessee's employees, agents, contractors, suppliers, invitees, and sublessees shall have the right to enter and depart from the Leased Premises in accordance with Airport regulations and security provisions as set forth in the official Airport Security Plan, as such plan may be amended from time to time or augmented by directives issued by the Airport Director. Except in cases of emergency, Lessee shall have at all times during the term of this Lease one point of unobstructed vehicular access between the Leased Premises and the public right-of-way known as Mitchell Street (subject to Lessee's removing snow therefrom), and one point of unobstructed vehicular access between

the Leased Premises and the road known as "Truax Court," all as shown on Exhibit 2.

10. 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 the Airport Director.
11. Quiet Enjoyment. Lessor agrees that on payment of the rent and performance of the covenants and agreements hereunder, Lessee shall peaceably have and enjoy the Leased Premises and the nonexclusive right to use the runways, taxiways and similar common areas of the Airport.
12. Access to Premises. Lessor shall have the right to enter upon the Leased Premises at reasonable times during normal business hours for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants and conditions of this Lease and all regulations and standards of the Airport. Except in the case of exigent circumstances, Lessor shall provide Lessee advance notice of at least two hours prior to inspections under this section.
13. Airport Improvement. Lessor shall have the right to further develop or improve the landing and public areas, including ramp space, of the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or from Lessee. No such development or improvement shall materially adversely affect Lessee's use and enjoyment of the Leased Premises.
14. Military Provision. During time of war or national emergency as determined by Congress or the President, if Lessor is required to do so by the United States Government, Lessor shall have the right to lease any part of the Airport to the United States Government for military or governmental use and the provisions of this instrument insofar as they are inconsistent with the provisions of such a lease to the federal government, shall be

suspended and Lessee shall have no recourse against Lessor therefor. At Lessee's option, to be exercised by delivery of written notice to Lessor within thirty (30) days following the end of any period of any such suspension, the term of this Lease shall be extended by the number of days this Lease was suspended.

15. 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 Government or Lessor and the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which agreement has been, or may be, required as a condition precedent to a grant 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 improvements constructed as authorized under this Lease or rights granted hereunder, Lessee shall have the right to terminate this Lease and recover damages from Lessor as set forth in paragraph 36 below. Lessee's obligation to pay rent shall be suspended for any month or months that Lessee shall be denied use of the Leased Premises by reason of the execution of the type of agreement described in the first sentence of this paragraph. At Lessee's option, to be exercised by delivery of written notice to Lessor within thirty (30) days following the end of any period of any such suspension, the term of this Lease shall be extended by the number of days this Lease was suspended. All rights granted Lessee under this Lease are subject and subordinate to the terms and conditions of the instruments under which Dane County has acquired and improved the Airport.
  
16. 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 and vibration 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

any manner that causes or creates interference with communication between the Airport and aircraft, difficulty in distinguishing Airport lights and markers, interference with visibility between aircraft and the Airport, conditions that attract birds or other wildlife that may pose hazards to aviation, or other hazards to the operation of aircraft at or in the vicinity of the Airport.

17. 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 or equipment on the Leased Premises (other than those shown on Exhibits 1 and 2) which Lessor reasonably determines would constitute a hazard to aviation or violation of FAA directive, advisory or regulation.
18. Report Forms. Lessor shall have the right to prescribe and furnish forms for the making of any reports required of Lessee under this Lease and, if so furnished, Lessee shall use only such forms for the prescribed purpose.
19. Condition of Premises. Lessee accepts the Leased Premises in its present condition. Lessor warrants and represents that it has no notice or knowledge of any state of facts regarding the Leased Premises that would require testing, monitoring or remediation under the environmental laws that are applicable to the Leased Premises.
20. Maintenance. Lessee shall, at its sole cost and expense, keep in clean and orderly condition and good repair the Leased Premises and all improvements thereon. Lessee shall not engage in or permit outside storage of equipment, materials, supplies, aircraft or aircraft parts (other than vehicular parking in parking areas shown on Exhibits 1 and 2) and shall, at its own expense, provide regular grass mowing and needed snow removal services for the Leased Premises. Should Lessee fail to maintain

the Leased Premises in clean and orderly condition and good repair, as is reasonably required in order to preserve and protect the general appearance and value of the Airport and Lessor's property in the vicinity of 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 where necessary and perform the work needed to remedy said failure to maintain the Leased Premises, the cost of which shall be borne by Lessee.

21. Additions and Alterations. Lessee shall have the right during the term of this Lease to make exterior alterations, attach fixtures, and erect additions to the improvements authorized hereunder only upon advance written approval by the Airport Director, which shall not be unreasonably withheld.
22. Signs and Illumination. Lessee shall secure the written approval of the Airport Director before placing exterior illumination or exterior signs on the Leased Premises.
23. Utilities. Lessor shall extend, and shall bear all costs associated with the underground extension of water and sanitary sewer service from existing locations to the Leased Premises. Furthermore, Lessor shall at its sole cost and expense provide off-site storm water management sufficient to serve the Leased Premises. Lessee shall be solely responsible for the extension, and cost of extending, of all other utilities to the Leased Premises, including, without limitation, the extension of gas, electric, telephone, voice and data communications services from existing locations to the Leased Premises. If relocation of the fiber optic cable currently located upon or adjacent to the Leased Premises is required to prevent the cable from being located beneath Lessee's contemplated hangar or apron, Lessee shall, at its sole cost and expense, and using Johnson Controls as its contractor, relocate the cable to a location and in a manner reasonably acceptable to Lessor. Lessee shall pay for all utility service supplied to the Leased Premises, and if required by the utility service providers as a condition of

continuing said services, Lessee will install and pay for standard metering devices for the measurement of such services. If it shall become necessary to make alterations in the Leased Premises or any improvements thereon, such as wiring, plumbing or similar installations, as a condition of the continuance of utility services, and Lessee desires to continue such services, Lessee shall make such alterations at its expense. Lessor shall have the right, without cost to Lessee and without reimbursement to Lessee for any inconvenience, to install and maintain on unimproved portions of the Leased Premises, underground sewer, water, gas, electric, and telephone lines necessary to the operation of the Airport or to service other tenants of Lessor. Lessor shall carry out any such work so as not to unreasonably interfere with Lessee's use of the Leased Premises.

24. Nondiscrimination. Lessee, for itself, its representatives, successors and assigns, does hereby covenant and agree that (a) no person on the basis of 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 shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises or any improvement thereon, including employment matters related thereto; that (b) in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person shall be subjected to discrimination on the basis of 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; that (c) the Lessee shall use the Leased Premises 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, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended; and that (d) Lessee shall provide access to the Leased Premises, and any activity conducted thereon, for the physically disabled as required by all applicable federal, state and local laws and regulations.

25. Compliance with Federal Transportation Security Regulations. Lessee shall comply with Federal Transportation Security Regulation Part 1542 and Lessor's Airport Security Plan, which plan sets out the requirements of Part 1542. Lessee further agrees that forfeitures or fines levied upon Lessor or the Airport through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state or local regulation, due to the acts or omissions of Lessee, Lessee's employees, agents, suppliers, invitees or guests shall be borne by Lessee.
26. Security Audit. Lessee shall, pursuant to applicable federal regulations, conduct an annual self-audit of Airport access media, such as keys and access cards, used by Lessee, Lessee's employees, agents, suppliers, invitees, sublessees or guests. Lessee shall annually provide Lessor with a written report of said audits. Lessee shall replace, reset or re-key, as appropriate, all affected Airport area access locks or devices whenever missing, lost or stolen access media exceed 5 per cent of the access media issued for the affected lock or device.
27. Indemnification and Hold Harmless. Neither party to this Lease shall be liable for the consequences of the acts or omissions of the other party or those of the other party's employees, agents, invitees, and licensees while conducting activities authorized under this Lease. Each party to this Lease shall be responsible for the consequences of its own acts or omissions and those of its employees, agents, invitees, and licensees, consistent with the manner in which such responsibility may be affected by federal or state law, and each party shall indemnify and hold the other party harmless for

demands or claims for losses, costs, attorney fees, expenses and damages of any kind based on the indemnifying party's own acts or omissions or those of the indemnifying party's employees, agents, invitees, and licensees arising out of or allegedly arising out of or in connection with activities authorized under this Lease.

28. 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. During any period of construction of improvements upon the Leased Premises, Lessee shall provide Builder's Risk Insurance with limits of coverage no less than those described in the preceding sentence. Insurance so provided shall be deemed Primary. Lessee shall maintain said insurance with insurance companies authorized to do business in the State of Wisconsin and approved by the Airport Director. Said insurance requirements shall apply to all 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 as an additional insured. Lessee shall furnish Lessor with certificates of insurance evidencing that the insurance policies required hereunder are in full force and effect during the entire term of this Lease. Said policies shall contain a provision that insurer shall send to Lessor written notice of cancellation or any material change in said policy 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.

29. Assignment, Subleasing and Prohibition of Commercial Activity. Lessee shall not at any time assign all or any part of this agreement without prior

written approval of the Airport Director, which shall not be unreasonably withheld. Notwithstanding the foregoing, hangar space on the Leased Premises may be sublet to aircraft owners without the prior approval of the Airport Director, provided Lessor is given written notice thereof. Lessee shall not use or permit others to use the Leased Premises for the activities of a Fixed Base Operator and shall not engage in or permit others to engage in commercial activities on the Leased Premises, including the provision for remuneration of aeronautical services such as, but not limited to, charter services, aircraft preparation, aircraft rental and aircraft maintenance, service or repair.

30. Taxes, Fees, and Charges. 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, including the development thereof.
31. Compliance With Laws. Lessee shall give prompt notice to Lessor of any notice it receives of the violation of any law, regulation, order or requirement of any public authority with respect to the Leased Premises or the exercise of rights granted herein. Lessee shall comply with all laws, regulations orders and requirements of state, federal, and municipal authorities, whether existing on the effective date of this Lease or later adopted.
32. Airfield Maintenance. Except as otherwise specifically provided herein, during the term of this Lease Lessor shall reasonably operate, maintain and keep in good repair all appurtenances, facilities and services now or hereafter connected with the Airport, including without limitation all taxiways. Notwithstanding the foregoing, Lessee shall be responsible for the cost of maintenance and repairs occasioned by the acts or omissions of Lessee, Lessee's employees, agents, invitees, or licensees. During construction of the improvements on the Leased Premises, Lessee shall be responsible for maintaining an Airport perimeter barrier and shall be responsible for construction site security, including security oversight of

personnel on the site. Lessor shall keep the Airport Air Operations Area, as established by the Airport designated perimeter fence, free from obstructions, including the clearing and removal of snow, grass, stones, or other foreign objects, as reasonably necessary and with reasonable promptness in accordance with established priorities, from the runways, taxiways, and areas immediately adjacent to such areas, for the safe, convenient and proper use of the Airport by Lessee, and shall maintain and operate the Airport in all respects in a manner at least equal to the standards or rating issued by the FAA for airports of substantially similar size and character. Lessor is not required to remove snow or mow grass outside the Airport Air Operations Area or where such duties are assigned to Lessee under this Lease. Lessee shall be responsible for snow removal on the apron adjacent to its hangar to a distance of 20 feet from the hangar.

33. Termination by Lessee. In addition to any right of termination granted above, Lessee may terminate this Lease upon 30 days advanced written notice to Lessor if one or more of the following events occur:

(1) Lessee is prevented from using a substantial portion of the runways and taxiways at the Airport for a period of at least 30 consecutive days, due to a condition at the Airport that is within the control of Lessor and not attributable to acts or omissions of Lessee.

(2) Lessor fails to remedy any breach of its obligations under this Lease within 45 days after Lessee gives Lessor written notice specifically describing such breach.

Continued payment of rent by Lessee after it has the right to terminate hereunder shall not act as a waiver of such right.

34. Termination by Lessor. Lessor may terminate the Lease upon 30 days advance written notice to Lessee if one or more of the following events occur:

- (1) Lessee voluntarily seeks protection under any insolvency statute, files a petition seeking the liquidation of Lessee's assets or a reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof or makes a general assignment for the benefit of creditors;
- (2) A creditor of Lessee or other third party files a petition seeking the liquidation of Lessee's assets or a reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, and such petition is not dismissed within 90 days thereafter;
- (3) There becomes effective an assignment or other transfer of ownership interest in this Lease or any portion thereof, by operation of law, order of court or otherwise, except as expressly permitted under this Lease, and such assignment or transfer is not reversed within thirty (30) days after delivery by Lessor to Lessee of written notice of default;
- (4) A receiver, trustee, or liquidator takes possession or control of all or substantially all the property of the Lessee, or an execution or attachment is issued against the Lessee or any of its property, whereupon possession of the Leased Premises is to be taken by someone other than Lessee, and any such possession or control shall continue in effect for a period of 90 days;
- (5) There is filed a lien against the Leased Premises or any improvements thereon because of any act or omission of Lessee or other user of the Leased Premises and such lien is not removed or bonded within 45 days after delivery by Lessor to Lessee of written notice of default;
- (6) Lessee voluntarily abandons or otherwise exhibits an intent to permanently discontinue its use of the Leased Premises;

- (7) Lessee fails to pay the rent due under this Lease or to timely make any other payment to Lessor as required hereunder and such failure shall continue for 30 days after written notice thereof is given to Lessee by Lessor; or
- (8) With respect any obligation hereunder, other than Lessee's obligation to pay rent, Lessee breaches such obligation and fails to cure the breach within 60 days after receipt of notice of such breach from Lessor. If however, due to circumstances beyond Lessee's control, such breach cannot reasonably be cured within such 60-day period, then the period allowed to Lessee to cure such breach shall be extended for such additional period of time which is, under all of the circumstances, reasonable. Failure to pay money shall not be a "circumstance beyond Lessee's control."

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 hereunder shall act as a waiver by Lessor of any subsequent default or of any right granted Lessor herein.

35. Right of Termination Not Exclusive. Unless expressly provided otherwise, each party's right to terminate this Lease, as described above, shall be in addition to any rights and remedies that the party may have at law or in equity consequent upon any breach of this Lease, and the exercise by a party of any right of termination shall be without prejudice to any other such rights and remedies.
36. Rights Upon Termination. Upon termination of this Lease under paragraph 15 or paragraph 33 above, damages to Lessee shall be limited exclusively to the recovery of the value of any improvements constructed on the Leased Premises pursuant to rights granted herein. The value of such improvements at the time of termination shall be net book value of the

improvements, determined on a straight-line basis over thirty (30) years, deeming the value of the improvements to be zero on the expiration of the 30th Lease Year. Upon payment by Lessor of said damages clear title to the improvements shall be conveyed to Lessor and the improvements shall become the sole property of Lessor. Lessee may, at its option, in lieu of accepting the net book value of such hangar and as its exclusive remedy, remove any improvements it has made upon the Leased Premises and restore said Premises to its condition at the effective date of this Lease. Upon expiration of the term of this Lease or termination under paragraph 34 above, Lessee shall, at Lessor's discretion, either convey to Lessor, without further consideration, clear title to all improvements it has made upon the Leased Premises or remove at its own expense any such improvements and restore said Premises to its condition at the effective date of this Lease.

37. Misrepresentation and Invalid Provisions. All terms and conditions with respect to this Lease are contained herein, and each party hereto expressly agrees and specifically acknowledges by its execution of this Lease that it has not relied on any verbal promise, representation or warranty made by the other party, its 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.
  
38. Modification of Lease. This Lease may be modified or amended only in writing executed by duly authorized representatives of the parties hereto, such representative on the part of the County being the Airport Director.
  
39. 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.

40. Notices. Notices hereunder shall be sufficient and effective as of the date of post mark if sent by regular mail, postage prepaid, addressed to:

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

LESSEE: JSJ Aviation LLC  
c/o Clasen Quality Coatings, Inc.  
Attention: Jay S. Jensen  
5126 W Terrace Drive  
Madison, WI 53718

Or to such other addresses as the parties may designate to each other in writing from time-to-time.

41. Leasehold Mortgages. Lessee shall have the right, from time to time, to mortgage at its own expense all or any part of its interest in this Lease, without limit as to amount, and without any other restrictions or limitations. In no case shall Lessor's fee interest in the Leased Premises be, in any way, encumbered by Lessee's mortgage. Lessee agrees to make all payments of principal and interest under any such leasehold mortgage as and when such payments become due, and to comply with all covenants and agreements contained in such leasehold mortgage. Provided that Lessee has given Lessor the name and address of any leasehold mortgagee, then, whenever Lessor gives Lessee a notice of default, it shall also give the leasehold mortgagee the same notice and right to cure a default as does Lessee. Lessor shall recognize as a permitted valid assignee of Lessee any mortgagee who acquires the interest of Lessee by foreclosure or by assignment or other proceedings in lieu of foreclosure and any transferee of such mortgagee.
42. Estoppel Certificates. Each party (the Responding Party) shall at any time, within ten (10) days after the giving of written notice by the other (the

Requesting Party), execute, acknowledge and deliver to the Requesting Party or to such person designated by the Requesting Party, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, (ii) acknowledging that there are not, to the Responding Party's knowledge, any uncured defaults on the part of the Requesting Party under this Lease, nor any counterclaims or defenses to the Lease on the part of the Responding Party, or specifying such defaults if any are claimed, and (iii) certifying as to any other matters as may be reasonably requested by the Requesting Party. The Airport Director shall have the authority to execute such statements on behalf of Lessor.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement as of the dates so indicated.

FOR JSJ AVIATION LLC

  
\_\_\_\_\_  
Jay S. Jensen, Sole Member

Date: 6/10/14

FOR DANE COUNTY

\_\_\_\_\_  
Joe Parisi  
Dane County Executive

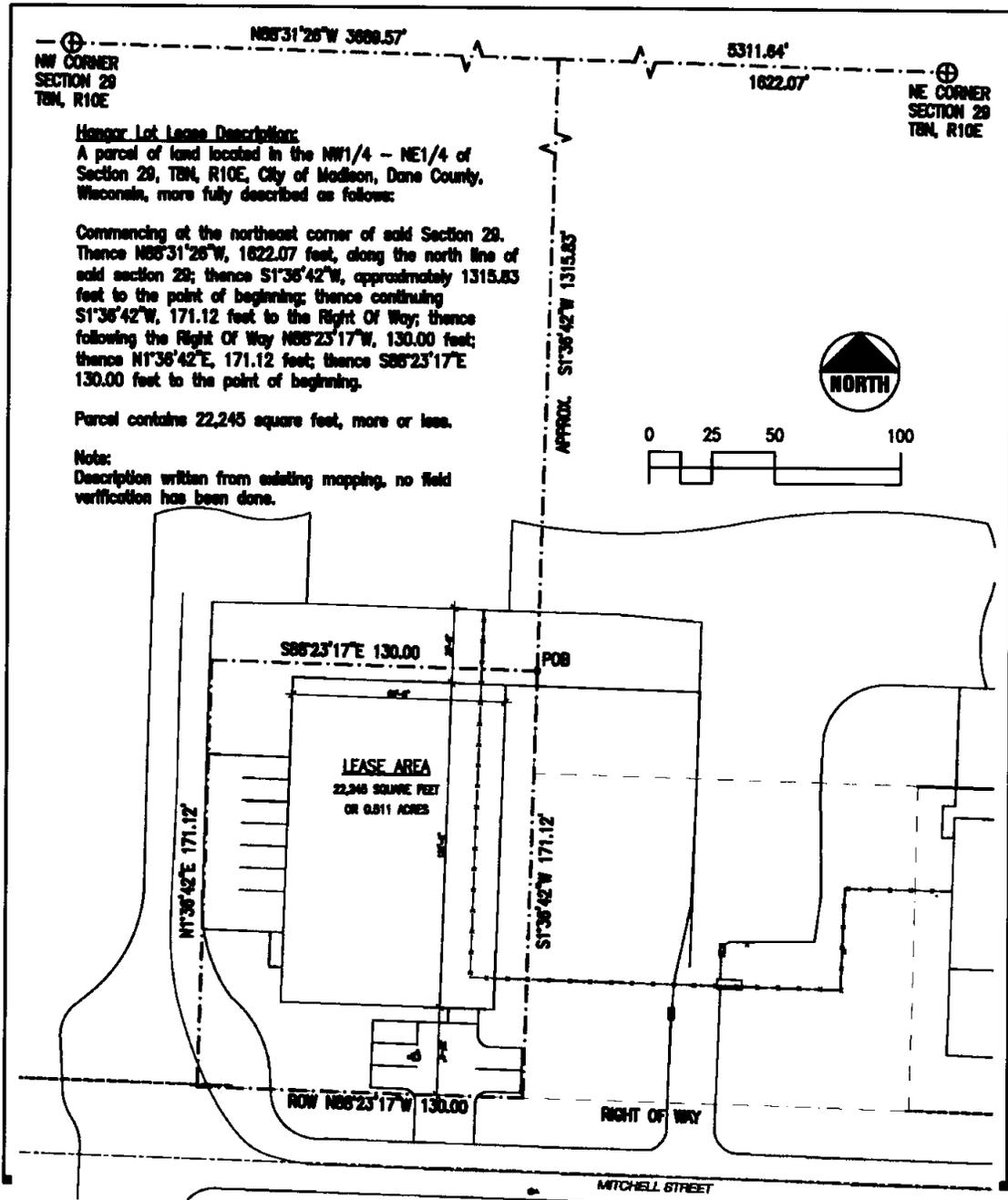
Date: \_\_\_\_\_

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

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

# EXHIBIT 1

## Legal Description and Map

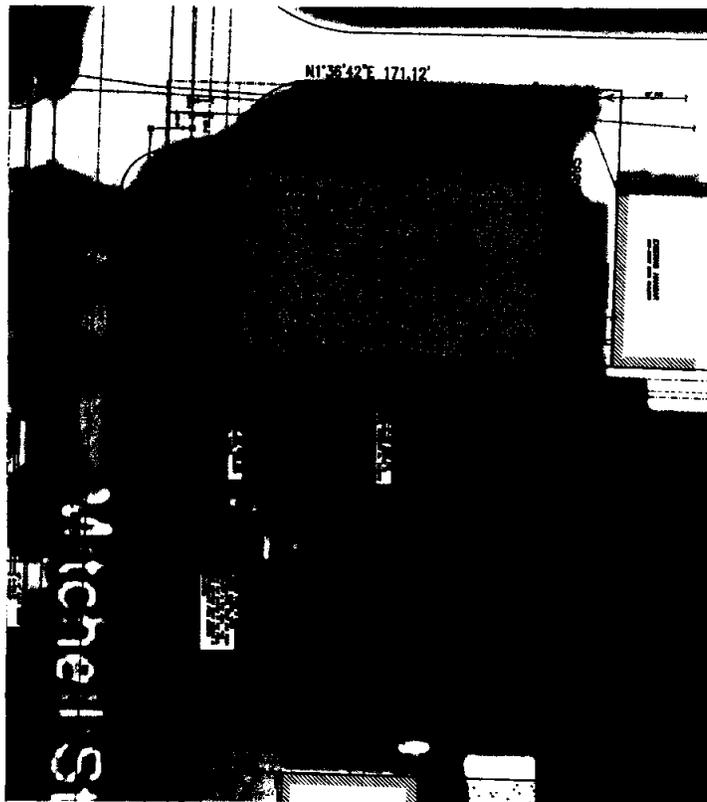


<p>EXHIBIT 1</p> <p><b>EX1</b></p>	<p>06/13/2014</p> <p>LEASE DOCUMENT</p>	<p>EXHIBIT 1 - LOT LEASE DIAGRAM</p> <p>JSJ, LLC</p> <p>AVIATION HANGAR</p>	 <p>SHULFER ARCHITECTS, LLC</p>
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**EXHIBIT 2**

**Plans and Building Elevations**

**SEE ATTACHED**



1 SITE OCCUPANCY PLAN



2 ENLARGED SITE PLAN



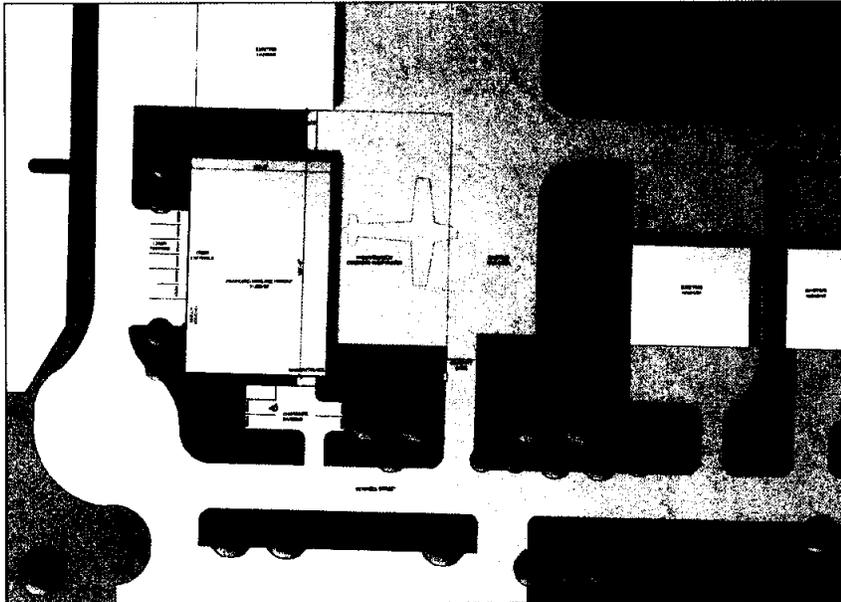
B-1

SITE PLAN  
CONCEPT #2

CLASEN QUALITY COATINGS

APARTMENT NUMBER  
AND COUNTY, DISTRICT, ADDRESS





1 SITE PLAN

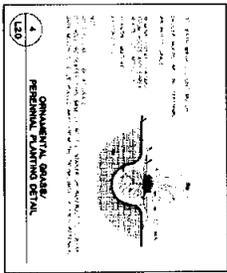
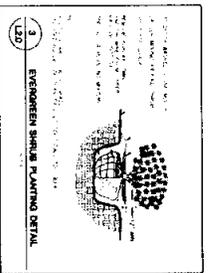
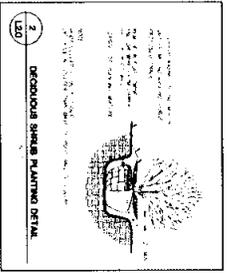
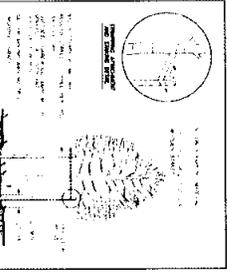


CLASEN QUALITY COATINGS  
ARCHITECTURAL SERVICES

SITE PLAN

B-2





**LANDSCAPE NOTES AND SPECIFICATIONS**

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MILWAUKEE LANDSCAPE MAINTENANCE MANUAL.

2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MILWAUKEE LANDSCAPE MAINTENANCE MANUAL.

3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MILWAUKEE LANDSCAPE MAINTENANCE MANUAL.

4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MILWAUKEE LANDSCAPE MAINTENANCE MANUAL.

5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MILWAUKEE LANDSCAPE MAINTENANCE MANUAL.

6. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MILWAUKEE LANDSCAPE MAINTENANCE MANUAL.

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10. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MILWAUKEE LANDSCAPE MAINTENANCE MANUAL.

Item No.	Description	Quantity	Unit	Notes
1	Planting of Deciduous Trees	10	Each	See Schedule of Values
2	Planting of Deciduous Shrubs	20	Each	See Schedule of Values
3	Planting of Evergreen Shrubs	15	Each	See Schedule of Values
4	Planting of Quantifiable Grade/Resurfacing	1	Each	See Schedule of Values
5	Planting of Quantifiable Grade/Resurfacing	1	Each	See Schedule of Values
6	Planting of Quantifiable Grade/Resurfacing	1	Each	See Schedule of Values
7	Planting of Quantifiable Grade/Resurfacing	1	Each	See Schedule of Values
8	Planting of Quantifiable Grade/Resurfacing	1	Each	See Schedule of Values
9	Planting of Quantifiable Grade/Resurfacing	1	Each	See Schedule of Values
10	Planting of Quantifiable Grade/Resurfacing	1	Each	See Schedule of Values

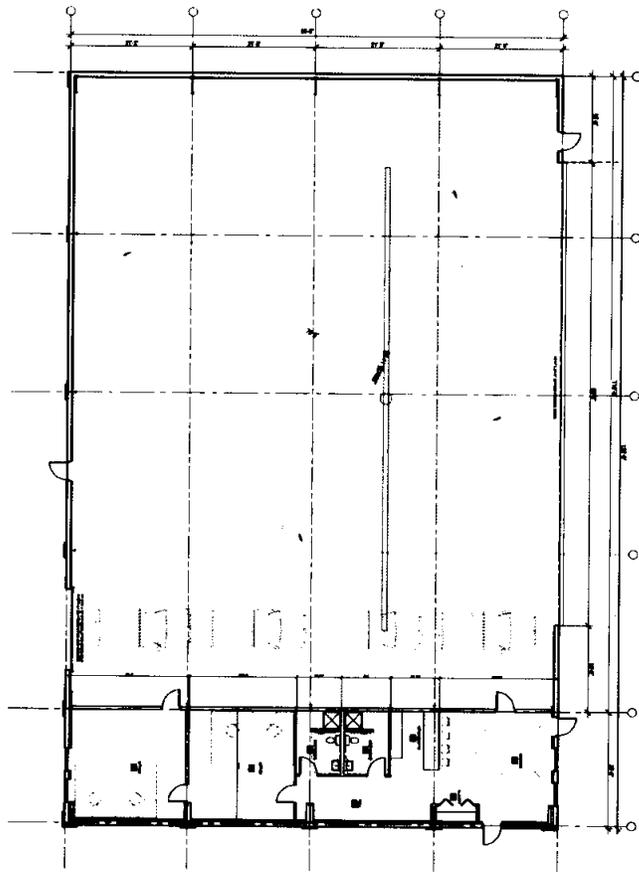
**JSD** Professional Services, Inc.  
 1000 West Wisconsin Avenue, Suite 100  
 Milwaukee, WI 53233  
 Phone: (414) 333-3333  
 Fax: (414) 333-3334  
 www.jsdinc.com

**CITY OF MILWAUKEE**  
 LANDSCAPE MAINTENANCE  
 MANUAL

**AVIATION HANGAR**  
**DANE COUNTY**  
**RESURFACING AIRPORT**

**CLASS QUALITY**  
**CONTINUED**

**B-4**



1 FIRST FLOOR PLAN



B-5

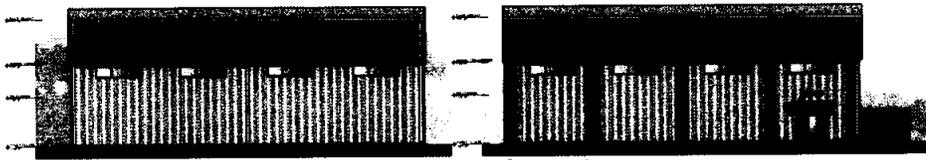
FIRST FLOOR PLAN  
OVERALL

**CLASEN QUALITY COATINGS**

APLIKATION HANDBOK

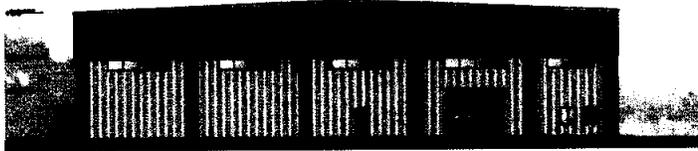
2020 EDITION





1 NORTH ELEVATION

2 NORTH ELEVATION



3 WEST ELEVATION



4 EAST ELEVATION



CLASER QUALITY COATINGS  
EXTERIOR FINISHES

EXTERIOR ELEVATIONS

CLASER QUALITY COATINGS