

LEASE NO. DCRA 2016-06
TEMPORARY USE AGREEMENT IV

DANE COUNTY, WISCONSIN
AND
MADISON AREA TECHNICAL COLLEGE

PARKING LOT OFF STRAUBEL STREET

Dane County Regional Airport
Madison, Wisconsin

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

WITNESSETH:

WHEREAS County owns a parcel of land (the "Premises"), 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; and

WHEREAS Madison College wishes to lease the Premises, including said improvements, from County to be used as a motor vehicle parking lot by individuals using the Madison College Truax Campus facilities; and

WHEREAS County is willing and able to lease the Premises to Madison College according to the terms and conditions set forth below;

NOW, THEREFORE, County and Madison College agree as follows.

1. Term of Lease and Use of the Premises. The term of this Lease shall be for a period of 123 days, commencing at 12:01 a.m. on August 15, 2016 and expiring at 11:59 p.m. on December 15, 2016. While in compliance with the provisions of this Lease, Madison College shall have the right to exclusively occupy the Premises for use as a motor vehicle parking lot associated with the Madison College Truax Campus.
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 30 days after delivery of said notice. Notwithstanding the foregoing, Madison College may terminate this Lease effective immediately upon County's receipt of notice from Madison College that the lighting of the Premises is not adequate for Madison College's use of the Premises.
3. Acceptance and Condition of the Premises. Madison College has examined the Premises, including the improvements thereon, and accepts the condition thereof as of the date this Lease is executed on its behalf.

4. Rent. In consideration for the right to use and occupy the Premises as set forth herein, within 30 days of the effective date of this Lease, Madison College shall pay to County rent in the total lump sum amount of \$17,749. Included in said rent is an electric utility fee of \$2.57 for each day of use and occupancy authorized hereunder. 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

5. Maintenance and Restoration. Madison College 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 the term of this Lease, Madison College 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, Madison College 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 Madison College is and shall be deemed to be an independent contractor and operator exclusively responsible for its own acts or omissions. Madison College 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 Madison College or Madison College's employees, agents, contractors, invitees, guests, or others permitted by Madison College to use the Premises, of any of the rights granted herein. Madison College'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, Madison College 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 amounts 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 Madison College and shall cooperate with

Madison College's attorneys in the defense of the action, suit or other proceeding. Upon request by County, Madison College shall furnish evidence that it has obtained the insurance required hereunder.

8. Nondiscrimination. Madison College does hereby covenant and agree (a) that 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 Premises, (b) that Madison College shall maintain and use the Premises in compliance with all requirements established or imposed by or pursuant to 49 Code of Federal Regulations Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and (c) that Madison College shall provide access to the Premises, and any activity conducted thereon, 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 Madison College's ability to park vehicles on the Premises and, in such event, neither party shall have any further obligations under this Lease. Madison College shall be responsible for and shall timely pay any fines or forfeitures levied against County or Madison College as the result of use of the Premises by Madison College or use of the Premises by others as permitted by Madison College.

10. Access to Premises. County shall have the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants and conditions of this Lease.

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 Madison College shall have the right to terminate this Lease without further recourse against County.

12. Subordination. This Lease shall be subordinate to the terms of recorded conveyances under which County holds title to the Premises, and to existing and future regulations promulgated by the Federal Aviation Administration 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 or land for the development of the Airport. In the event any such regulation or provision significantly impairs Madison College's ability to use the Premises for the purposes authorized hereunder, Madison College 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. Madison College 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 or Airport regulations or standards.

14. Counterparts and Copies. The parties may evidence their agreement to be bound by the terms of this Lease upon one or more counterparts of this document, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Lease shall have the same effect for all purposes as an original.

IN WITNESS WHEREOF County and Madison College, intending to be bound hereby, have executed this Lease on the dates set forth below.

FOR MADISON AREA TECHNICAL COLLEGE:



Date Signed: 7.12.16

MARK THOMAS, JR.

Vice President for Administrative Services

FOR DANE COUNTY:

Date Signed: _____

BRADLEY S. LIVINGSTON, Director

Dane County Regional Airport

Premises Parcel



EXHIBIT A

5
MATC PARKING III