

Dane County Contract Cover Sheet

Res 339
Significant

Dept./Division	820/Airport
Vendor Name	GNF International LLC
Vendor MUNIS #	26393
Brief Contract Title/Description	DCRA Lease 78-13 for 2702 International Lane to be reassigned from DBG Properties LLC to GNF International LLC
Contract Term	Upon execution through 9/30/2078
Total Contract Amount	\$

Contract # <small>Admin will assign</small>	12536B
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code		Obj Code		Amount	\$
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res #
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year
			339
			2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	2/1/21		
	Controller			
	Purchasing			approvals from all departments via email attached herein
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Rodney Knight	Name	Gregory Frankov
Phone #	608.246.3388	Phone #	608-697-7043
Email	knight@msnairport.com	Email	greg.frankov@monksbarandgrill.com
Address	4000 International Lane Madison, WI 53704	Address	P.O. Box 631 Sun Prairie, WI 53590

Certification:	
The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	<i>Kimberly Jones</i>	1/21/2021
	Printed Name	
	Kimberly Jones	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, February 1, 2021 12:39 PM
To: Hicklin, Charles; Gault, David; Clow, Carolyn; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #12536B
Attachments: 12536B.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/1/2021 1:24 PM	Approve: 2/1/2021 1:25 PM
	Gault, David	Read: 2/1/2021 2:04 PM	Approve: 2/1/2021 2:07 PM
	Clow, Carolyn		Approve: 2/1/2021 1:30 PM
	Lowndes, Daniel	Read: 2/1/2021 12:53 PM	Approve: 2/1/2021 1:20 PM
	Stavn, Stephanie	Read: 2/1/2021 2:17 PM	
	Oby, Joe		

Contract #12536B
Department: Airport
Vendor: GNF International LLC
Contract Description: Reassign DCRA Lease 78-13 from DBG Properties LLC to GNF International LLC (Res 339)
Contract Term: 2/1/21 – 9/30/2078
Contract Amount: \$--

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Thanks much,
Michelle

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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2020 RES-339

**AUTHORIZING APPROVAL OF ASSIGNMENT OF LEASE INVOLVING LAND AT
THE DANE COUNTY REGIONAL AIRPORT**

Lease No. DCRA 78-13
GNF International LLC

Under Lease No. DCRA 78-13, DBG Properties LLC leases a parcel of Dane County owned land located adjacent to the Dane County Regional Airport at 2702 International Lane, Madison, Wisconsin. DBG Properties LLC has conditionally accepted an offer from GNF International LLC for the purchase of the office building and associated improvements located on the foregoing property, and now seeks Dane County's approval of an assignment of the land lease to GNF International LLC, as is required under the lease. Payment of rent under the lease is current, and all other obligations thereunder have been fulfilled to date. Upon assignment the terms and conditions set forth in the lease will remain unchanged, including the rental rate and expiration date of September 30, 2078. Airport staff has determined that approval of the requested lease assignment is in Dane County's best interest.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of Dane County an Approval of Lease Assignment approving the assignment of Lease No. DCRA 78-13, as set forth above.

APPROVAL OF LEASE ASSIGNMENT

Lease No. DCRA 78-13

This instrument was drafted by
and should be returned to:

Rodney Knight
Airport Counsel
Dane County Regional Airport
4000 International Lane
Madison, Wisconsin 53704

Parcel I.D. Nos:
251/0810-304-0196-3
251/0810-304-0107-0

THIS APPROVAL OF LEASE ASSIGNMENT is entered into by and among Dane County ("Lessor"), a Wisconsin quasi-municipal corporation whose address is c/o Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704; DBG Properties LLC ("Lessee"), a limited liability company organized under the laws of the State of Wisconsin, whose principal offices are located at 5702 Merlin Street, Fitchburg, Wisconsin 53711; and GNF International LLC ("Assignee"), a limited liability company organized under the laws of the State of Wisconsin, whose principal offices are located at 2832 Prairie Lakes Drive, Sun Prairie, Wisconsin 53590; and shall be effective upon full execution by the authorized representatives of all parties hereto.

WITNESSETH:

WHEREAS Lessee is a party to a lease with Lessor, identified as Lease No. DCRA 78-13, as modified by an Amendment to Ground Lease executed October 22, 1979, (hereinafter, as modified, the "Lease"), under the terms of which Lessee leases from Lessor land located in Madison, Wisconsin adjacent to the Dane County Regional Airport (the "Premises"), located at 2702 International Lane and described as set forth in Exhibit A attached hereto; and

WHEREAS the Lease is for a term of 99 years, commencing on October 1, 1979 and expiring on September 30, 2078; and

WHEREAS Lessee and Assignee have requested that Lessor approve Lessee's assignment of the Lease to Assignee; and

WHEREAS Dane County has determined that it is in its best interest to approve the assignment of Lease No. DCRA 78-13 as requested.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by each party, Lessor, Lessee, and Assignee agree as follows:

- A. Assignee accepts and assumes all of the rights and obligations of Lessee under Lease No. DCRA 78-13, including any and all debts and obligations existing and owing to County thereunder on the effective date of this Assignment.

- B. Lessor approves the assignment of Lease No. DCRA 78-13 to Assignee as set forth in the form of the ASSIGNMENT AND ASSUMPTION OF LESSEE'S INTEREST UNDER GROUND LEASE attached hereto as Exhibit B.
- C. The parties may evidence their agreement to be bound by the terms of this Approval of Lease Assignment upon one or more counterparts of this instrument, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Approval of Lease Assignment shall have the same effect for all purposes as an original.
- D. Assignee shall have this Approval of Lease Assignment recorded in the office of the Dane County Register of Deeds.

IN WITNESS WHEREOF Lessor, Lessee, and Assignee, by their respective authorized agents, have caused this Approval of Lease Assignment to be executed on the dates indicated below.

[SIGNATURE PAGES FOLLOW]

FOR DANE COUNTY:

Joe Parisi
Dane County Executive

Date: _____

Scott McDonell
Dane County Clerk

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, the above-named Joe Parisi, Dane County Executive, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same on behalf of Dane County, Wisconsin.

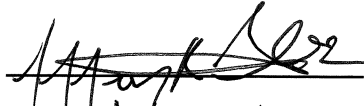
Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, the above-named Scott McDonell, Dane County Clerk, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same on behalf of Dane County, Wisconsin.

Notary Public, State of Wisconsin
My Commission expires: _____

FOR DBG Properties LLC:



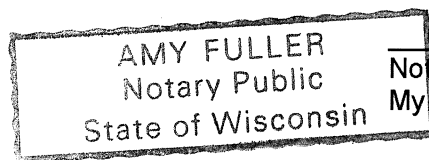
Date: 1/15/2021

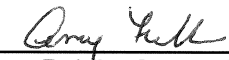
Name: Jeffery B. Gillis

Title: Member

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 15th day of January 2021 the above-named Jeffery Gillis to me known to be an authorized representative of DBG Properties LLC, who executed the foregoing instrument and acknowledged the same on behalf of DBG Properties LLC.





Notary Public, State of Wisconsin
My Commission expires: April 24, 2023

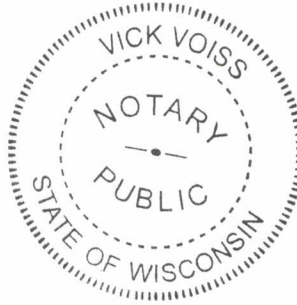
FOR GNF International LLC:

[Signature]

Date: 1-14-21

Name: GREG FRANKOV

Title: MEMBER



STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 14 day of JANUARY, ²⁰²¹ the above-named GREGORY FRANKOV, to me known to be an authorized representative of GNF International LLC, who executed the foregoing instrument and acknowledged the same on behalf of GNF International LLC.

[Signature: Vick Voiss]

Notary Public, State of Wisconsin

My Commission expires: 11/23/2024

Exhibit A

Legal Description of Leased Premises

Lessee's interest under ground Lease known as No. **DC-RA 78-13** (the "Lease No. DC-RA 78-13"), entered into by and between Dane County, a municipal corporation, as Lessor, and The Madsen Corporation, as Lessee, dated October 22, 1979 and recorded in the office of the Register of Deeds for Dane County, Wisconsin, on January 7, 1997 as Document No. 2824421;

Assignment of said Lease to Air Park West Office Venture by Assignment of Ground Lease dated December 4, 1979 and recorded in said Register's Office on February 14, 1980 in Volume 1664 of Records, Page 3, as Document No. 1657643;

Assignment of said Lease to Air Park West Office Park Limited Partnership by Assignment of Ground Lease dated April 15, 1986 and recorded in said Register's Office on January 7, 1997 as Document No. 2824423;

and further assigned to International Properties General Partnership n/k/a International Properties, LLP, a Wisconsin limited liability partnership, as Lessee, in Consent to Assignment of Leases and Agreement dated January 1, 1997 and recorded in said Register's Office on January 7, 1997 as Document No. 2824432;

and as conveyed by International Properties, LLC, a Wisconsin limited liability partnership, f/k/a International Properties General Partnership, to Johnson Bank by Warranty Deed dated August 14, 2015, and recorded in said Register's Office on August 25, 2015 as Document No. 5179120;

and as amended by Amendment of Lease and Approval of Lease Assignment entered into by and between Dane County, a Wisconsin quasi-municipal corporation, and Johnson Bank, dated October 21, 2015 and recorded in said Register's Office on November 3, 2015 as Document No. 5195359;

and as assigned by Assignment of said Lease from Johnson Bank to DBG Properties LLC dated on March 2, 2016 and recorded on March 4, 2016 as Document No. 5218622, demising premises situated in Dane County, State of Wisconsin, described as follows, **excepting therefrom** the buildings and improvements located thereon:

Lot Seven (7), Truax Air Park West, in the City of Madison, Dane County, Wisconsin.

Tax Parcel No.: 251/0810-304-0107-0
Property Address: 2702 International Lane

EXHIBIT B

Drafted by and after recordation return to: <i>DBG Properties LLC C/O Greg Dombrowski 9026 Royal Oaks Cir Verona, WI 53593</i>	ASSIGNMENT AND ASSUMPTION OF LESSEE'S INTEREST UNDER GROUND LEASE	
Parcel I.D. No.: (See Legal Description)		

(Above space for recording information)

THIS ASSIGNMENT AND ASSUMPTION OF LESSEE'S INTEREST UNDER GROUND LEASE ("Assignment") is made this ____ day of January, 2021 by and between **DBG PROPERTIES LLC**, a Wisconsin limited liability company ("Assignor") and **GNF INTERNATIONAL LLC**, a Wisconsin limited liability company ("Assignee").

RECITALS

- A. Assignor is the holder of a lessee's interest in certain real property located at 2702 International Lane, in the City of Madison, Dane County, State of Wisconsin, and as more particularly described on **Exhibit A** attached hereto (herein referred to as the "Leasehold Property"), pursuant to a ground Lease No. DC-RA 78-13 (the "Lease No. DC-RA 78-13"), entered into by and between Dane County, a municipal corporation, as Lessor, and The Madsen Corporation, as Lessee, dated October 22, 1979 and recorded in the office of the Register of Deeds for Dane County, Wisconsin, on January 7, 1997 as Document No. 2824421; as assigned by Assignment of said Lease to Air Park West Office Venture by Assignment of Ground Lease dated December 4, 1979 and recorded in said Register's Office on February 14, 1980 in Volume 1664 of Records, Page 3, as Document No. 1657643; and as assigned by Assignment of said Lease to Air Park West Office Park Limited Partnership by Assignment of Ground Lease dated April 15, 1986 and recorded in said Register's Office on January 7, 1997 as Document No. 2824423; and as amended by unrecorded Amendment to Ground Lease, signed May 7, 1986; and as further assigned to International Properties General Partnership n/k/a International Properties, LLP, a Wisconsin limited liability partnership, as Lessee, in Consent to Assignment of Leases and Agreement dated January 1, 1997 and recorded in said Register's Office on January 7, 1997 as Document No.

2824432; and as conveyed by International Properties, LLC, a Wisconsin limited liability partnership, f/k/a International Properties General Partnership, to Johnson Bank by Warranty Deed dated August 14, 2015, and recorded in said Register's Office on August 25, 2015 as Document No. 5179120; and as amended by Amendment of Lease and Approval of Lease Assignment entered into by and between Dane County, a Wisconsin quasi-municipal corporation, and Johnson Bank, dated October 21, 2015 and recorded in said Register's Office on November 3, 2015 as Document No. 5195359 and as assigned by Assignment of said Lease from Johnson Bank to DBG Properties LLC dated on March 2, 2016 and recorded on March 4, 2016 as Document No. 5218622 (collectively, the "Lease").

B. Assignor and Assignee entered into a WB-15 Commercial Offer to Purchase dated November 5, 2020 (the "OTP") with respect to, among other things, the matters set forth herein.

C. Assignor desires to assign all of its rights, title and interest in and to the Lease to Assignee and Assignee desires to accept such assignment and assume the Lease pursuant to the following terms and conditions.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Assignor and Assignee hereby agree as follows:

1. **Assignment.** Assignor hereby assigns unto Assignee all of Assignor's leasehold interest in and to the Lease and Assignor is hereby released from any further obligations under the Lease from and after the date of this Assignment.

2. **Assumption.** Assignee hereby accepts the foregoing assignment and assumes and agrees to perform and comply with all of the terms, covenants and obligations and conditions of the Assignor under the Lease arising from and after the date of this Assignment.

3. **Approvals.** Assignor warrants and represents that it has obtained all approvals required under the Lease to effectuate the assignment contained herein.

4. **Power and Authority.** Assignor hereby represents and warrants to Assignee that Assignor has the full power, authority and right to make this Assignment; that Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of or encumbered the Lease and that Assignor has not performed any acts or executed any other instruments that might prevent Assignee from operating under the terms and conditions of the Lease or that would limit Assignee in such operation.

5. **Indemnification.** Assignor agrees to indemnify and hold harmless Assignee against and from any damage, liability or loss relating to or arising from any act or omission of Assignor in connection with the Lease prior to the date hereof, Assignee agrees to indemnify and hold harmless Assignor against and from any damage, liability or

loss relating to or arising from any act or omission of Assignee in connection with the Lease on or after the date hereof.

6. **Miscellaneous.**

a. Severability. If any provisions of this Assignment shall, under any circumstances, be deemed invalid or inoperative, the agreement shall be construed as though the invalid or inoperative provision were deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

b. Governing Law. This Assignment is executed, delivered and intended to be performed, construed and interpreted in accordance with the laws of the State of Wisconsin.

c. Counterparts. This Assignment may be signed in multiple counterparts, including electronically transmitted counterparts, which, taken together, shall constitute a single agreement.

d. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

e. Consent of Lessor. Ground Lessor has consented to this Assignment by separate Approval of Lease Assignment recorded concurrent herewith.

The parties have caused this Assignment to be executed on the date first above written.

ASSIGNEE:

GNF INTERNATIONAL LLC

By: _____

Name: _____

Title: _____

ASSIGNOR:

DBG PROPERTIES LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of January, 2021, the above named _____, Member of DBG Properties LLC, a Wisconsin limited liability company, who is personally known to me to be the person who executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in his duly authorized capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Above space for Notary Seal

(Print or type name of Notary)_____
Notary Public, State of _____

My commission (is permanent) (expires:_____)

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of January, 2021, the above named _____, the _____ of GNF International LLC, a Wisconsin limited liability company, who is personally known to me to be the person who executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in his duly authorized capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Above space for Notary Seal

(Print or type name of Notary)_____
Notary Public, State of _____

My commission (is permanent) (expires:_____)

EXHIBIT A

Legal Description

Lessee's interest under ground Lease known as No. **DC-RA 78-13** (the "Lease No. DC-RA 78-13"), entered into by and between Dane County, a municipal corporation, as Lessor, and The Madsen Corporation, as Lessee, dated October 22, 1979 and recorded in the office of the Register of Deeds for Dane County, Wisconsin, on January 7, 1997 as Document No. 2824421;

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and further assigned to International Properties General Partnership n/k/a International Properties, LLP, a Wisconsin limited liability partnership, as Lessee, in Consent to Assignment of Leases and Agreement dated January 1, 1997 and recorded in said Register's Office on January 7, 1997 as Document No. 2824432;

and as conveyed by International Properties, LLC, a Wisconsin limited liability partnership, f/k/a International Properties General Partnership, to Johnson Bank by Warranty Deed dated August 14, 2015, and recorded in said Register's Office on August 25, 2015 as Document No. 5179120;

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Tax Parcel No.: 251/0810-304-0107-0
Property Address: 2702 International Lane