

Dane County Contract Cover Sheet

Revised 07/2023

RES 222

Dept./Division	820/AIRPORT		
Vendor Name	Wortland LLC	MUNIS #	
Brief Contract Title/Description	Assignment of Lease and Approval of Assignment lease DCRA 2016-19 for 2002 Pankratz Street		
Contract Term	Through 12/31/2050		
Contract Amount			

Contract # Admin will assign	10872F
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input checked="" type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Adam Ussher	Name	Clerk's Office/Scott McDonell
Phone #	608-246-3388	Phone #	608-266-41211
Email	ussher.adam@msnairport.com	Email	County.clerk@countyofdane.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:
	Year	Org:	Obj:	Proj:

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	222
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Year	2023
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: Corp Counsel	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Jones, Kimberly	Digitally signed by Jones, Kimberly Date: 2023.11.07 13:44:49 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 11/8/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, November 8, 2023 1:15 PM
To: Hicklin, Charles; Gault, David; Lowndes, Daniel; Patten (Purchasing), Peter
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #10872F
Attachments: 10872F.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/8/2023 1:21 PM	Approve: 11/8/2023 1:21 PM
	Gault, David	Read: 11/8/2023 1:28 PM	Approve: 11/9/2023 8:48 AM
	Lowndes, Daniel	Read: 11/9/2023 2:06 PM	Approve: 11/9/2023 2:06 PM
	Patten (Purchasing), Peter		Approve: 11/9/2023 8:48 AM
	Stavn, Stephanie	Read: 11/8/2023 2:58 PM	
	Oby, Joe	Deleted: 11/9/2023 8:23 AM	

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

Contract #10872F
Department: Airport
Vendor: Wortland LLC
Contract Description: Assignment of Lease & Approval of Assignment of Lease DCRA 2016-19 for 2002 Pankratz St (Res 222)
Contract Term: expires 12/31/2050
Contract Amount: \$--

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. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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2023 RES-222

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

Lease No. DCRA 2016-19

Under Lease No. DCRA 2016-19, also known as Lease H and Lease I created under Lease No. DCRA 96-12 ("Lease"), Wortlord, LLC leases from Dane County, through the Dane County Regional Airport, approximately 4.68 acres of land located adjacent to the Dane County Regional Airport at 2002 Pankratz Street, Madison, Wisconsin ("Leasehold Interest"). The Dane County Clerk's Office ("Clerk's Office") seeks to purchase the Leasehold Interest, contingent upon Dane County's approval (through the Dane County Regional Airport) to assign the Lease presently held by Wortlord, LLC. The Clerk's Office intends to convert the premises into a secure elections facility. Accordingly, Wortlord, LLC requests Dane County's approval to assign the Lease to the Clerk's Office. Upon assignment, the terms and conditions of the Lease will remain unchanged with the exception of removing a provision deferring rent escalation every 5 years and inserting a federally required contract provision. This amendment will not change the total rent paid over the life of the Lease and will simplify the administration of the Lease. The Clerk's Office's purchase of the leasehold improvements is to be authorized under 2023 RES-208. Airport staff have determined that approval of the requested Lease assignment and amendment 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 both Dane County departments a Lease Assignment and Approval of Lease Assignment approving the assignment of Lease No. DCRA 2016-19 and a Second Amendment to Agreement Creating Leases, as set forth above.

ASSIGNMENT OF LEASE AND APPROVAL OF ASSIGNMENT

This instrument was drafted by
and should be returned to:

Adam Ussher
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

Parcel I.D. Nos:
251/0810-311-0310-4
251/0810-311-0397-2

THIS ASSIGNMENT OF LEASE AND APPROVAL OF ASSIGNMENT (“Assignment”) is between Dane County, a Wisconsin quasi-municipal corporation, acting by and through the Dane County Regional Airport (“Lessor”), Wortlord, LLC, a Wisconsin limited liability company (“Lessee”), and Dane County, a Wisconsin quasi-municipal corporation, acting by and through the County Clerk’s Office (“Assignee”).

RECITALS

1. Lessor is a Wisconsin quasi-municipal corporation whose address is c/o Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704.
2. Lessee is a Wisconsin limited liability company whose principal offices are located at 639 South Main Street, Suite 103, DeForest, Wisconsin 53532.
3. Assignee is a Wisconsin quasi-municipal corporation whose address is 210 Martin Luther King, Jr Boulevard, Room 106A, Madison, Wisconsin 53703.
4. Lessor and Lessee are parties to Lease No. DCRA 2016-19, also known as Lease H and Lease I created under Lease No. DCRA 96-12, as modified by First Amendment to Lease dated December 3, 1997, Second Amendment to Lease dated May, 1999, Agreement Creating Leases dated August 25, 1999, and First Amendment to Agreement Creating Leases recorded December 9, 2011 (as modified, the “Lease”), by which Lessee leases from Lessor land located adjacent to the Dane County Regional Airport at 2002 Pankratz Street, Madison, Wisconsin (the “Premises”), as described in Exhibit A attached hereto.

5. The Lease is for a term of 50 years, beginning on January 1, 2001 and ending on December 31, 2050, subject to Lessee's option to extend the lease for two additional terms of 25 years each.
6. Lessee and Assignee request that Lessor approve Lessee's assignment of the Lease to Assignee.
7. Lessor has determined that it is in its best interest to approve the assignment of Lease No. DCRA 2016-19 as requested.

AGREEMENT

Accordingly, the parties agree as follows:

1. This Assignment of Lease and Approval of Assignment is conditioned upon all of the following events occurring (the "Closing Conditions"):
 - a. Lessor's approval of this assignment, as evidenced by Lessor's signature on this Assignment of Lease and Approval of Assignment;
 - b. Lessor and Lessee's execution of the Second Amendment to Agreement Creating Leases attached as Exhibit B; and
 - c. Closing of Lessee's sale of the improvements on the Premises to Assignee, as evidenced by the recording of a deed conveying said improvements from Lessee to Assignee.
2. The effective date of this Assignment of Lease and Approval of Assignment is the date that all Closing Conditions are satisfied ("Effective Date").
3. Lessor approves the assignment of the Lease to Assignee.
4. Lessee assigns all of its rights and obligations under the Lease to Assignee.
5. Assignee accepts and assumes all of the lessee's rights and obligations under the Lease, including the Second Amendment to Agreement Creating Leases and any and all debts and obligations existing and owing to Lessor on or after the Effective Date.
6. All references to Dane County as Lessor regarding the Lease shall be read to mean Dane County acting solely by and through the Dane County Regional Airport.
7. All references to Dane County as Lessee regarding the Lease shall be read to mean Dane County acting solely by and through the County Clerk's Office.

8. No airport funds shall be used to support Assignee's acquisition of Lessee's interest in the Lease or leasehold improvements or Assignee's non-aeronautical use of the Premises.
9. If it is determined that the Lease is ineffective as a result of this Assignment of Lease and Approval of Assignment, then the Lease shall be replaced with a retroactive intergovernmental agreement under substantially the same terms of the Lease, as it may be amended from time to time, except for such terms, substantive or otherwise, as required by the Federal Aviation Administration.
10. The parties may evidence their agreement to be bound by the terms of this Assignment of Lease and Approval of Assignment upon one or more counterparts of this document, which together constitute a single document. A photocopy, facsimile, or electronic copy of this Assignment of Lease and Approval of Assignment has the same effect as an original for all purposes. The parties stipulate that any such legible copy is admissible in evidence as the original itself in any proceeding, regardless of whether or not the original is in existence and whether or not such copy was made by a party in the regular course of business.
11. Assignee shall have this Assignment of Lease and Approval of Assignment recorded in the office of the Dane County Register of Deeds.
12. Any and all notices, payments, or communications required or necessary to be provided to Lessee under the Lease shall instead be directed to the following address:

Dane County Clerk's Office
210 Martin Luther King, Jr Boulevard, Room 106A
Madison, Wisconsin 53703
13. In the event that any of the Closing Conditions is not satisfied, this Assignment of Lease and Approval of Assignment will be deemed void.

To evidence the parties' agreement to this Assignment of Lease and Approval of Assignment, they have executed and delivered it on the dates indicated below.

THIS ASSIGNMENT OF LEASE IS OF A LEASEHOLD INTEREST THAT IS LESS THAN 99 YEARS AND THEREFORE IS EXEMPT FROM THE WISCONSIN REAL ESTATE TRANSFER FEE.

SIGNATURE PAGES FOLLOW

LESSOR

Dane County, acting by and through the Dane County Regional Airport

By: _____ Date: _____
Joe Parisi
Dane County Executive

By: _____ Date: _____
Scott McDonell
Dane County Clerk

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: _____

LESSEE

Wortlord, LLC

By: John R. Schaefer & Jan L. Schaefer Trust DTD January 1, 2017,
Manager & Member

By: First Business Bank, Trustee

By: [Signature] ^{SVP} Date: 11/06/23
Name: Kevin Pomaruk
Title: Senior Vice President

By: [Signature] Date: 11/6/23
Mikel J. Schaefer, Manager & Member

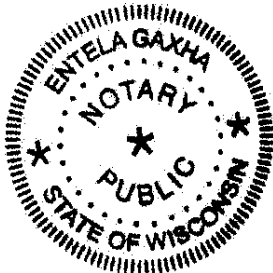
By: _____ Date: _____
Sara E. Faust, Manager & Member

By: [Signature] Date: 11/6/23
Kathy D. Jankowski, Manager & Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this 6 day of Nov, 2023, the above-named Kevin Pomaruk
to me known to be an authorized representative of First Business Bank, Trustee of the John R.
Schaefer & Jan L. Schaefer Trust DTD January 1, 2017, Manager and Member of Wortlord, LLC,
who executed the foregoing instrument and acknowledged the same on behalf of Wortlord, LLC.

[Signature]
Notary Public, State of Wisconsin
My Commission expires: Sep 7, 2025



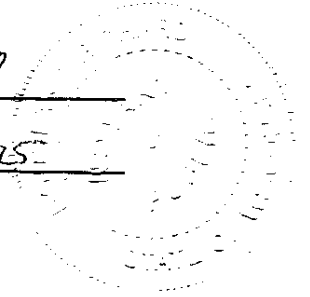
STATE OF WISCONSIN)
) ss.
COUNTY OF Dane)

Personally came before me this 06 day of November, 2023, the above-named Mikel J. Schaefer, to me known to be an authorized representative of Wortlord, LLC, who executed the foregoing instrument and acknowledged the same on behalf of Wortlord, LLC.



Notary Public, State of Wisconsin

My Commission expires: 09/07/2025



STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above-named Sara E. Faust, to me known to be an authorized representative of Wortlord, LLC, who executed the foregoing instrument and acknowledged the same on behalf of Wortlord, LLC.

Notary Public, State of Minnesota

My Commission expires: _____

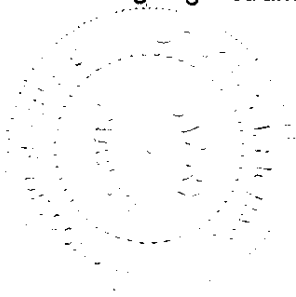
STATE OF WISCONSIN)
) ss.
COUNTY OF Dane)

Personally came before me this 06 day of November, 2023, the above-named Kathy D. Jankowski, to me known to be an authorized representative of Wortlord, LLC, who executed the foregoing instrument and acknowledged the same on behalf of Wortlord, LLC.



Notary Public, State of Wisconsin

My Commission expires: 09/07/2025



LESSEE

Wortlord, LLC

By: John R. Schaefer & Jan L. Schaefer Trust DTD January 1, 2017,
Manager & Member

By: First Business Bank, Trustee

By: _____ Date: _____
Name: _____
Title: _____

By: _____ Date: _____
Mikel J. Schaefer, Manager & Member

By:  _____ Date: 11/4/23
Sara E. Faust, Manager & Member

By: _____ Date: _____
Kathy D. Jankowski, Manager & Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above-named _____
to me known to be an authorized representative of First Business Bank, Trustee of the John R.
Schaefer & Jan L. Schaefer Trust DTD January 1, 2017, Manager and Member of Wortlord, LLC,
who executed the foregoing instrument and acknowledged the same on behalf of Wortlord, LLC.

Notary Public, State of Wisconsin
My Commission expires: _____

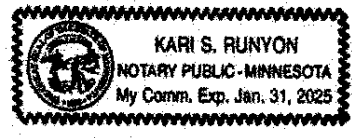
STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above-named Mikel J. Schaefer, to me known to be an authorized representative of Wortford, LLC, who executed the foregoing instrument and acknowledged the same on behalf of Wortford, LLC.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

Personally came before me this 4th day of November 2023, the above-named Sara E. Faust, to me known to be an authorized representative of Wortford, LLC, who executed the foregoing instrument and acknowledged the same on behalf of Wortford, LLC.



Kari S. Runyon

Notary Public, State of Minnesota
My Commission expires: 01/31/2025

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above-named Kathy D. Jankowski, to me known to be an authorized representative of Wortford, LLC, who executed the foregoing instrument and acknowledged the same on behalf of Wortford, LLC.

Notary Public, State of Wisconsin
My Commission expires: _____

ASSIGNEE

Dane County, acting by and through the County Clerk's Office

By: _____ Date: _____
Joe Parisi
Dane County Executive

By: _____ Date: _____
Scott McDonell
Dane County Clerk

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: _____

Exhibit A

Legal Description of Leased Premises

Lot 1, Certified Survey Map No. 13200, recorded December 1, 2011 in Volume 85 of Certified Survey Maps, Pages 37 through 42, as Document No. 4818290, located in the City of Madison, Dane County, Wisconsin.

Property Address: 2002 Pankratz Street, Madison, Wisconsin 53704.

Exhibit B

Second Amendment to Agreement Creating Leases