

# Dane County Contract Addendum Cover Sheet

RES 032

Revised 06/2021

<b>Contract #</b> Admin will assign	11669A
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<b>Dept./Division</b>	AIRPORT/ADMIN	<b>Vendor Name</b>	Extreme Air, LLC
<b>Brief Addendum Title/Description</b>	DCRA 2013-05 lease assignment from Badger Flying Service, LLC to Extreme Air, LLC	<b>Vendor MUNIS #</b>	21465
		<b>Addendum Term</b>	Current - 05/31/2038
		<b>Amount (\$)</b>	

Department Contact Information		Vendor Contact Information	
<b>Contact</b>	Adam Ussher	<b>Contact</b>	Dave Henson
<b>Phone #</b>	608-246-3388	<b>Phone #</b>	608-392-2626
<b>Email</b>	ussher.adam@msnairport.com	<b>Email</b>	fastvette62@gmail.com
<b>Purchasing Officer</b>			

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	<b>PO Maintenance Needed PO#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
<input type="checkbox"/>	<b>No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.</b>				
<input type="checkbox"/>	<b>New PO / Req. Submitted Req#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

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.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	Addendum #	Term	Amount	Resolution	
	Original	11/12/2013 - 5/31/2038		<input type="checkbox"/> None	Res# 2013-14 R146
	A	7/1/24 - 5/31/2038		<input type="checkbox"/> None	Res# 2024-032
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
<b>Total Contracted Amount</b>			\$ 0.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input checked="" type="checkbox"/> Corporation Counsel: Adam Ussher	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Ussher, Adam	Digitally signed by Ussher, Adam Date: 2024.07.05 10:58:23 -05'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 7/5/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, July 8, 2024 10:59 AM  
**To:** Krohn, Margaret; Pabellon, Carlos; Patten (Purchasing), Peter; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #11669A  
**Attachments:** 11669A.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Krohn, Margaret		Approve: 7/8/2024 1:57 PM
	Pabellon, Carlos		Approve: 7/8/2024 11:31 AM
	Patten (Purchasing), Peter		Approve: 7/8/2024 1:42 PM
	Cotillier, Joshua		Approve: 7/8/2024 11:08 AM
	Stavn, Stephanie	Read: 7/9/2024 10:52 AM	
	Oby, Joe		

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

Contract #11669A  
Department: Airport  
Vendor: Extreme Air LLC  
Contract Description: DCRA 2013-05 Lease assignment from Badger Flying Service to Extreme Air (Res 032)  
Contract Term: 7/1/24 – 5/31/2038  
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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**2024 RES-032**

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

Lease No. DCRA 2013-05

Under Lease No. DCRA 2013-05 (“Lease”), Badger Flying Service, LLC (“Badger Flying Service”) leases from Dane County approximately 11,700 square feet of land located adjacent to the Dane County Regional Airport at 3432 Mitchell Street, Madison, Wisconsin (“Leasehold Interest”). Extreme Air, LLC (“Extreme Air”) seeks to purchase the Leasehold Interest, contingent upon Dane County’s approval to assign the Lease presently held by Badger Flying Service. Accordingly, Badger Flying Service requests Dane County’s approval to assign the Lease to Extreme Air. Upon assignment, the terms and conditions of the Lease will remain unchanged. Airport staff have 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 a Lease Assignment and Approval of Lease Assignment approving the assignment of Lease No. DCRA 2013-05, as set forth above.

11669A

**ASSIGNMENT OF LEASE AND  
APPROVAL OF ASSIGNMENT**

Document Number

Recording Area

Name and Return Address

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

251/0810-291-0009-7; and  
251/0810-291-0099-8.  
Parcel Identification Numbers (PINs)

This document was drafted by:  
Adam Ussher  
Dane County Regional Airport  
4000 International Lane  
Madison, WI 53704

**THIS ASSIGNMENT OF LEASE AND APPROVAL OF ASSIGNMENT** is between Dane County, a Wisconsin quasi-municipal corporation (“Lessor”), Badger Flying Service, LLC, a Wisconsin limited liability company (“Lessee”), and Extreme Air, LLC, a Wisconsin limited liability company (“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 5774 Lincoln Road, Oregon, Wisconsin 53575.
3. Assignee is a Wisconsin limited liability company whose principal offices are located at 2242 Nora Road, Cottage Grove, Wisconsin 53527.
4. Lessor and Lessee are parties to Lease No. DCRA 2013-05 dated November 12, 2013 (the “Lease”), by which Lessee leases from Lessor land located in the Dane County Regional Airport at 3432 Mitchell Street, Madison, Wisconsin, as more fully described in Exhibit A (the “Premises”).
5. The Lease is for a term of approximately 25 years, beginning on November 12, 2013 and ending on May 31, 2038.
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 the Lease 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; and
  - b. Closing of Lessee’s sale of the improvements the Premises 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. Lessor agrees and confirms that, to Lessor's actual knowledge, Lessee has performed all its duties and obligations under the Lease which are to be performed on or prior to the Effective Date.
4. Lessee assigns all of its rights and obligations under the Lease to Assignee as of the Effective Date.
5. As of the Effective Date, Assignee accepts and assumes all of the Lessee's rights and obligations under the Lease, including any and all debts and obligations under the Lease on the part of Lessee existing and owing to Lessor on and after the Effective Date.
6. 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.
7. Assignee shall have this Assignment of Lease and Approval of Assignment recorded in the office of the Dane County Register of Deeds.
8. Any and all notices, payments, or communications required or necessary to be provided to the lessee under the Lease shall instead be directed to the following address:

Extreme Air, LLC  
2242 Nora Road  
Cottage Grove, Wisconsin 53527

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**

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

\_\_\_\_\_  
Dane County Executive

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

Scott McDonell  
Dane County Clerk

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF DANE         )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named \_\_\_\_\_, 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 \_\_\_\_\_, 2024, 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**

Badger Flying Service, LLC

By: Jane Fahey  
Jane Fahey  
Member

Date: 5-8-24

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

Personally came before me this 8 day of May, 2024, the above-named Jane Fahey, to me known to be an authorized representative of Badger Flying Service, LLC, who executed the foregoing instrument and acknowledged the same on behalf of Badger Flying Service, LLC.

William L. Fahey  
Notary Public, State of Wisconsin

My Commission expires: is permanent

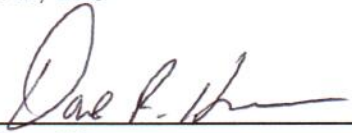


**[Signature page to Assignment of Lease and Approval of Assignment]**



**ASSIGNEE**

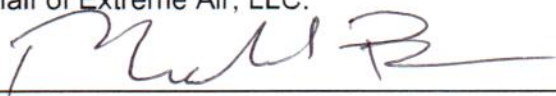
Extreme Air, LLC

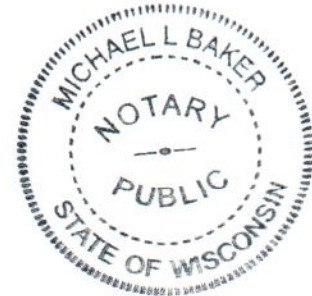
By:   
Dave Hanson  
Member

Date: 8 May 2024

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF DANE         )

Personally came before me this 8 day of May, 2024, the above-named Dave Hanson, to me known to be an authorized representative of Extreme Air, LLC who executed the foregoing instrument and acknowledged the same on behalf of Extreme Air, LLC.

  
Notary Public, State of Wisconsin  
My Commission expires: 06/09/2025



***[Signature page to Assignment of Lease and Approval of Assignment]***

## **Exhibit A**

### **Legal Description of Premises**

A parcel of land located in the NW1/4 – NE1/4 of Section 29, T8N, R10E, City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the northeast corner of said Section 29. Thence N88°31'28"W, 1166.40 feet, along the north line of said Section 29; thence S1°36'42"W, 1356.71 feet; thence N88°42'13"W, 215.00 feet to the point of beginning; thence S1°17'45"W, 130.00 feet; thence N88°42'13"W, 90.00 feet; thence N1°17'45"E, 130.00 feet; thence S88°42'13"E, 90.00 feet to the point of beginning.

Parcel contains 11,700 square feet, more or less.