

***RESOLUTION NO.: 32—2014-15***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

***MAJORITY***

1 Gulfstream Aerospace Services Corporation has agreed to a fifth addendum to their lease  
2 agreement with Outagamie County for the aircraft hangar located on Atlantis Drive. The  
3 amendments include extending the term of the lease for a period of (5) five months to  
4 expire on January 31, 2015 for the purpose of evaluating improvements. A second five  
5 (5) year renewal term shall commence on February 1, 2015 and expire on January 31,  
6 2020, with the third and fourth renewal terms to commence on February 1, 2020 and  
7 February 1, 2025, respectively. This resolution approves the Fifth Addendum to the  
8 Lease Agreement.  
9

10 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and  
11 Economic Development Committee recommend adoption of the following resolution.

12 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve of the Fifth  
13 Addendum to the Gulfstream North Lease (Atlantis Drive) which is attached and by reference made a  
14 part hereof, and

15 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy  
16 of this resolution to the Outagamie County Airport Director and the Outagamie County Finance  
17 Director.

18 Dated this \_\_\_\_ day of September 2014

19 Respectfully Submitted,

20  
21 PROPERTY, AIRPORT, RECREATION &  
22 ECONOMIC DEVELOPMENT COMMITTEE  
23  
24

25 \_\_\_\_\_  
26 Dean Culbertson

25 \_\_\_\_\_  
26 Joy Hagen

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29 \_\_\_\_\_  
30 Tanya Rabec

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29 \_\_\_\_\_  
30 Ronald Klemp

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1 \_\_\_\_\_

2 Dan Grady

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4

5 Duly and officially adopted by the County Board on: \_\_\_\_\_

6

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8 Signed:

9 \_\_\_\_\_  
Board Chairperson

\_\_\_\_\_   
County Clerk

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11 Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

12

13

14 Signed:

15 \_\_\_\_\_  
County Executive

### FIFTH ADDENDUM TO LEASE AGREEMENT

THIS FIFTH ADDENDUM is entered into this \_\_\_\_ day of August 2014, by and between Gulfstream Aerospace Services Corporation, d/b/a Gulfstream Aerospace Corporation ("GAC") and Outagamie County (the "County").

#### WITNESSETH:

WHEREAS, the parties entered into a Lease Agreement (the "Initial Lease") on February 7, 2002, for an aircraft hangar located at W6355 Atlantis Drive, Outagamie County Airport, Appleton, Wisconsin (the "Premises"); and

WHEREAS, the parties entered into a First Addendum to Lease Agreement dated September 27, 2005 (the "First Addendum"); and

WHEREAS, the parties entered into a Second Addendum to Lease Agreement dated May 12, 2009 (the "Second Addendum"); and

WHEREAS, the parties entered into a Third Addendum to Lease Agreement dated September 1, 2012 (the "Third Addendum"); and

WHEREAS, the parties entered into a Fourth Addendum to Lease Agreement dated August 13, 2013 (the "Fourth Addendum"); and

WHEREAS, the parties desire to incorporate this Fifth Addendum into the Initial Lease, First Addendum, Second Addendum, Third Addendum and Fourth Addendum (collectively, the "Lease"); and

WHEREAS, GAC sent formal notice to the County via certified mail of GAC's intent to exercise its second of four (4) five (5) year renewal options pursuant to Section 2 of the Initial Lease; and

WHEREAS, the County responded to GAC's notice of intent to renew via lettered dated February 12, 2014, which letter acknowledged GAC's notice to exercise its second renewal option and calculated the adjusted rental rate for the second renewal term to be \$59,981.90 per month; and

WHEREAS, GAC has proposed several improvements to the Premises, which require additional planning before implementation; and

WHEREAS, GAC and the County desire to extend the current lease term by five (5) months at the adjusted rental rate set forth in the County's letter dated February 12, 2014, for the purpose of evaluating additional improvements to the Premises.

NOW, THEREFORE, in consideration of the Premises and other good and valuable consideration, it is agreed as follows:

#### I.

Except as provided in this Fifth Addendum, nothing contained herein shall have any effect on GAC's remaining five (5) year renewal options, including the second renewal option that GAC sent

formal notice to exercise on February 3, 2014, which remaining options shall continue in full force and effect.

II.

This Lease is hereby extended for a period of five (5) months commencing August 31, 2014 and expiring on January 31, 2015.

III.

From August 31, 2014 to January 31, 2015, GAC shall pay to the County monthly rentals in the manner and at the times set forth in Section 3 of the Lease in the amount of \$59,981.90 per month.

IV.

GAC's second five (5) year renewal term shall commence on February 1, 2015, and expire on January 31, 2020, and during such renewal term GAC shall pay to the County monthly rentals in the manner and at the times set forth in Section 3 of the Lease in the amount of \$59,981.90 per month.

V.


For avoidance of doubt, the third and fourth renewal terms shall commence on February 1, 2020 and February 1, 2025, respectively, provided such option to renew shall be exercised, in writing, by July 31, 2019 and July 31, 2024, respectively, which dates are six (6) months prior to the expiration of the renewal terms, consistent with Section 2 of the Lease.

EXCEPT as expressly provided herein, the Lease shall remain unchanged and in full force and effect.

OUTAGAMIE COUNTY

By: \_\_\_\_\_  
Thomas Nelson  
County Executive

APPROVED AS TO FORM:

By:  8/28/14  
Joseph Guidote  
Corporation Counsel

By: \_\_\_\_\_  
Helen Nagler  
Board Chairperson

By: \_\_\_\_\_  
Lori O'Bright  
County Clerk

UBM  
8/29/2014

GULFSTREAM AEROSPACE SERVICES CORPORATION  
d/b/a GULFSTREAM AEROSPACE CORPORATION

By: Beth McClung

Date: 8/29/2014

Its: Director, Real Estate