

AIRPORT LOT LEASE
(Non-Commercial)

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 LEASE.....	1
SECTION 2 LEASE TERM AND OPTION TO EXTEND.....	1
SECTION 3 USE OF PREMISES	2
SECTION 4 RENT.....	2
SECTION 5 ADJUSTMENTS OF RENT	3
SECTION 6 CONDUCT OF OPERATIONS.....	3
SECTION 7 TENANT’S COMMITMENT TO CONSTRUCTION OF BUILDING.....	4
SECTION 8 BUILDING MAINTENANCE	5
SECTION 9 INSURANCE ON BUILDINGS.....	5
SECTION 10 INDEMNIFICATION; INSURANCE.....	5
SECTION 11 COMPLIANCE.....	6
SECTION 12 PAYMENT OF TAXES OR OTHER CHARGES.....	6
SECTION 13 RIGHT TO REMOVE BUILDING(S) AT END OF LEASE TERM.....	6
SECTION 14 ACCESS TO SERVICE AND FACILITIES.....	7
SECTION 15 LANDLORD TO OPERATE AIRPORT	7
SECTION 16 PUBLIC RECORDS ACT	8
SECTION 17 TENANT’S RIGHT TO ASSIGN	8
SECTION 18 TENANT’S FINANCING	8
SECTION 19 LANDLORD’S RIGHTS UPON DEFAULT.....	9
SECTION 20 CONDEMNATION	10
SECTION 21 QUIET ENJOYMENT	10
SECTION 22 LANDING AREA IMPROVEMENT	10
SECTION 23 AIRSPACE ABOVE LEASED PREMISES	10
SECTION 24 NOTICES.....	11

TABLE OF CONTENTS (cont'd)

Page

SECTION 25 WAIVER 11

SECTION 26 SEVERABILITY 11

SECTION 27 COMMITMENTS TO FEDERAL OR STATE AGENCIES 11

SECTION 28 BINDING ON SUCCESSORS 12

SECTION 29 LEASE CHANGES 12

SECTION 30 TERMINATION 12

SECTION 31 NON-DISCRIMINATION 12

SECTION 32 AIRCRAFT REGISTRATION 13

SECTION 33 UTILITIES; APRON; TAXIWAY 13

SECTION 34 SIGNS 13

SECTION 35 AVIATION FUEL 13

SECTION 36 PARKING OF VEHICLES 14

SECTION 37 COMPLIANCE WITH AIRPORT OPERATIONS MANUAL 14

SECTION 38 ENTIRE AGREEMENT 14

SECTION 39 CAPTIONS; TABLE OF CONTENTS 14

SECTION 40 HAZARDOUS SUBSTANCES 14

SECTION 41 COUNTERPARTS 15

SECTION 42 CHOICE OF LAW 15

SECTION 43 CONFLICT OF INTEREST 16

SECTION 44 NO THIRD PARTY BENEFICIARIES 16

**AIRPORT LOT LEASE
(Noncommercial)**

THIS LEASE (“Lease”) made this first day of July, _____, between Burnett County, (“Landlord”) and _____ (“Tenant”). (Each of the foregoing being sometimes referred to individually as “party” or collectively as “parties”). Upon the terms and subject to the conditions of this Lease, and for valuable consideration, the parties agree as follows:

**SECTION 1
Lease**

- A. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following described real property situated upon the Burnett County Airport (“Airport”), a public Airport owned and operated by Landlord, located in the County of Burnett, State of Wisconsin, to-wit:

- B. Tenant agrees that Tenant is leasing the Leased Premises on an “AS IS,” “WHERE IS” and “WITH ALL FAULTS” basis, based upon Tenant’s own judgment, and disclaims any reliance upon any statement or representation whatsoever made by Landlord. Landlord makes no warranty with respect to the Leased Premises, express or implied. Landlord specifically disclaims any warranty of merchantability or fitness for any particular purpose, and liability for any consequential damages arising out of the use or the inability to use the Leased Premises, or any part thereof. This section does not apply to any actions taken by Landlord subsequent to the commencement of this Lease that materially affects the condition of the Leased Premises.

**SECTION 2
Lease Term and Option to Extend**

- A. The term of this Lease shall be 10 years commencing on July 1st, 2008 (“Commencement Date”), unless sooner terminated as provided in this Lease.
- B. Tenant shall have the option to extend the initial term of this Lease for an additional term of ten years (first extended term) from and after the expiration of the initial term of this Lease, by giving written notice of the exercise of this option to Landlord not less than 180 days prior to the expiration of the initial term of this Lease. Tenant shall also have an option to extend the first extended term of this Lease for an additional term of five years (second extended term) from and after the expiration of the first extended term of this Lease, by giving written notice of the exercise of this option to Landlord not less than 180 days prior to the expiration of the first extended term of this Lease. Each option to renew and each extended term are subject to the following terms and conditions:

- (1) No default is existing or continuing in the performance by Tenant of any of the terms of this Lease;
- (2) Each extended term shall be on the terms, covenants and conditions of the initial term of this Lease, subject to any reasonable and necessary amendments as deemed by the Landlord to bring Lease into compliance with applicable State and Federal laws and regulations and Airport needs and at the highest rental rate for the type of tenancy at the extension of the Lease.

SECTION 3 **Use of Premises**

- A. The Leased Premises and the building(s) thereon, or to be built thereon by Tenant, shall be used only for aircraft storage, or uses customarily incidental to aircraft storage, with other personal items not to exceed 30% of hangar storage space.
- B. By accepting this Lease Agreement, Tenant expressly agrees for itself, its successors and assigns that it will not erect or permit the erection of any structure or object that violates the Height Limitation Zoning Ordinance (Regulation 5190-6A and FAR 77). In the event the aforesaid covenants are breached, Landlord reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.
- C. By accepting this Lease Agreement, Tenant expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant.
- D. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

SECTION 4 **Rent**

- A. Tenant shall pay to Landlord, annually in advance, an annual rent of \$_____ for the Leased Premises, subject to adjustments of the annual rent as provided in Section 5 of this Lease. The rent shall be payable on July 1st of each year during the term of this Lease. In the event of any fractional year occurring during the term of this Lease, Tenant shall pay rent on a pro rata basis calculated on the ratio of the actual number of days of possession by Tenant to the total days in the year in question.

SECTION 5
Adjustments of Rent

Landlord may adjust the annual rent during the term of this Lease as provided in this Section 5.

- A. The annual rent shall be adjusted upward as of the first day of July of each 5 year anniversary that aggregates yearly increases (“the adjustment”) as of the first date of July of the second year of the Lease term and each year thereafter, including the years in the extended lease term, according to the following computation:

The adjustment is computed as a percentage of the Base Figure and the Adjustment Figure.

The base figure (“Base Figure”) for Computing the adjustment is the figure as shown in the Consumer Price Index (CPI) for Urban Consumers for Milwaukee-Racine based on the year 1982-1984 = 100 for the semi-annual average for the half year immediately preceding the first year of the initial term of this Lease (the “Index Date”) as published by the U.S. Department of Labor’s Bureau of Labor Statistics.

The adjustment figure (“Adjustment Figure”) for computing the adjustment is the figure as shown in the Consumer Price Index (CPI) for Urban Consumers for Milwaukee-Racine based on the year 1982-1984 = 100 as published by the U.S. Department of Labor’s Bureau of Labor Statistics for the semiannual average for the half year immediately preceding the Adjustment Date.

For example, assuming the Base Figure on the Index Date is 110 and the Adjustment Figure on the Adjustment Date is 121. The percentage to be applied is $121/110 = 1.10 = 110$ percent. That percentage (10%) shall be applied to the annual rent to determine the rent adjustment. In no case shall the annual rent be less than the initial annual rent.

If the described index shall no longer be published, another generally recognized as authoritative shall be substituted by agreement of the parties.

SECTION 6
Conduct of Operations

In the conduct of operations under this Lease, it is agreed:

- A. This Lease shall not be construed in any manner to grant Tenant, or those claiming under Tenant, the exclusive right to use any part of the Airport, except the Leased Premises.
- B. Tenant shall have the nonexclusive privilege of using the public portions of the Airport, including, without limitation, parking areas, taxiways and roads, subject to rules and regulations which now exist or are hereafter enacted by Landlord regarding such use.

SECTION 7
Tenant's Commitment to Construction of Building

Tenant agrees that any building to be constructed by Tenant upon the Leased Premises, shall be at no cost to Landlord, and that construction of the building shall be completed and the building useable for its intended purpose(s) within one year of the commencement of the initial term of this Lease.

- A. Before commencing any erection, rebuilding, enlargement or extension of a building, and before commencing any repair or alteration of the same costing in excess of \$ 1,000, Tenant will furnish to Landlord for approval the plans for such work, and unless waived by Landlord, and such waiver shall not be withheld unreasonably, the expense of completing the work, a bond or other security in amount, form, and with surety satisfactory to Landlord, conditioned for the commencement and completion and payment for such work, and against loss or damage by reason of mechanics liens, and an insurance policy in an insurance company approved by Landlord and in amounts satisfactory to Landlord protecting Landlord from all liability to persons or property for damages arising out of the contemplated work. Tenant shall only proceed with the construction of a building upon the Leased Premises after written approval by Landlord of the plans for the building.
- B. Whether or not the foregoing bonds, security and insurance shall be waived, Tenant shall:
- (1) Procure from the necessary authority any building permits that may be required.
 - (2) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes, zoning ordinances, or regulations and orders of any lawful authority applicable to the Airport.
 - (3) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore.
 - (4) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against the Leased Premises, or any part thereof or against the building, structure or improvement thereof, and pay each and every judgment made or given against the Leased Premises, or building or any part thereof.
 - (5) Indemnify and save Landlord harmless from each and every claim, demand, action and cause of action (including counsels' and attorneys' fees), arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, in or about the removal, erection, alteration, enlargement, or extension of any building, structure or improvement on the Leased Premises, or arising out of or in connection with the assertion or filing of any lien on said land or against any building, structure or improvement thereon.

SECTION 8
Building Maintenance

Tenant, at Tenant's own cost and expense, shall take good care of the Leased Premises and the buildings, structures, and improvements at anytime located thereon and shall promptly, upon Landlord's written direction, keep and maintain the same in good order and repair and in a clean and neat condition. Tenant shall not suffer or permit any waste or nuisance on the Leased Premises or anything thereon which interferes with the rights of other tenants or the Landlord in connection with the use of the Airport not leased to Tenant.

SECTION 9
Insurance on Buildings

Tenant will keep all buildings on the Leased Premises, continuously during the term of this Lease, insured against fire and extended coverage, vandalism and malicious mischief, and windstorm loss or damage for an aggregate amount equal to one hundred percent (100%) of their fair market value, or insurable value, whichever is greater. The policies shall be in the form satisfactory to Landlord and copies of the insurance policies or certificates thereof evidencing such coverage and that such insurance is payable to Tenant. Upon the occurrence of loss of or damage to the building, Tenant shall within (90)-days repair, rebuild, replace, or remove the building, unless Landlord consents in writing to an extended time, which consent shall not be unreasonably withheld or delayed.

SECTION 10
Indemnification; Insurance

- A. Tenant agrees to indemnify and hold Landlord harmless of and from any and all loss, damage, claims, judgments, litigation expenses, and costs for injury to persons or damage to property from act or omission of Tenant, its employees, agents, subsidiaries, or licensees while on or about the Leased Premises, and Landlord shall not be liable to any extent for, nor will Tenant make any claim against Landlord for or on account of any injury, loss or damage to the Leased Premises, the buildings or structures thereon, the personal property and facilities located therein, or to any person or property at any time on the Leased Premises whether occasioned by fire, water, smoke, steam, gas, electricity or other agency or instrumentality which may come or be on the Leased Premises or occasioned by any other cause, that is not caused by or attributed to the negligent acts of the Landlord. The Tenant's indemnity obligation is not limited by the insurance required by paragraph C, below.
- B. Nothing in this Lease shall cause Landlord in any way to be construed as partner, joint venturer, or associated in any way with Tenant in the operation of the Leased Premises, or subject Landlord to any obligation, loss, charge, or expense connected with or arising from the operation or use of the Leased Premises or any part thereof.
- C. Tenant shall, at its sole cost and expense, maintain in effect at all times during the term of this Lease a "General Liability Insurance" policy, on an "occurrence" rather than on a "claims made basis", with a total combined policy limit of not less than the limitation of

liability of Landlord under Wisconsin Statutes Chapter 893 or successor statute, which policy shall include coverages for Bodily Injury, Property Damage, Personal Injury and Contractual Liability (applying to this Lease.) Policies for such liability coverage shall be in a form and with an insurer reasonably acceptable to Landlord and shall require at least thirty days prior written notice to Landlord of termination or material alteration. Tenant's liability insurance shall be primary with respect to Landlord and its agents and not participating with any other available insurance. Tenant shall deliver to Landlord on the commencement date of this Lease and on each anniversary thereof insurer copies of such policies, certificates or other evidence reasonably satisfactory to Landlord, confirming the terms of such insurance; and confirming that the policies are in full force and effect. Tenant shall carry owners-tenants combined single limit coverage for bodily injury, property damage, and all damages for any one incident of at least \$1,000,000.

- D. Upon Tenant's delivery of the insurance policy or certificate of renewal of insurance to Landlord, Landlord has thirty (30) days to object to any inadequacies in the insurance policy. If Landlord fails to object, the provisions of this section will be deemed to be complied with.

SECTION 11 **Compliance**

Landlord and Tenant shall comply with all laws of the United States, and the State of Wisconsin, and the ordinances, rules, regulations and orders of any of the foregoing, or of any department thereof, or of Landlord, relating to the Leased Premises.

SECTION 12 **Payment of Taxes or Other Charges**

Tenant shall pay for all taxes or assessments that may be levied against the personal property of the Tenant or the buildings that may be erected on the Leased Premises.

SECTION 13 **Right to Remove Building(s) at End of Lease Term**

- A. Upon termination of this Lease and any extensions thereof, whether on account of default or by lapse of time, Tenant must remove from the Leased Premises all buildings or property thereon belonging to Tenant and shall restore the Leased Premises to the same condition as they were in when they were entered upon by Tenant, reasonable wear and tear excepted, within ninety (90) days after the termination of this Lease. However, if following commencement of removal and/or repair or notice of intention to remove and/or repair, Tenant shall demonstrate to Landlord that for reasons beyond the control of Tenant such removal cannot be completed within said ninety (90) day period, Landlord may allow Tenant a reasonable extension of time for such removal.
- B. Upon termination of this Lease and any extensions thereof, whether on account of default or by lapse of time, if Tenant fails to remove from the Leased Premises all buildings or property thereon belonging to Tenant or fails to restore the Leased Premises as to the

good condition they were in when Tenant entered upon them, normal wear and tear excepted, then:

- (1) Landlord may remove said buildings or property and make said repairs and assess any and all costs or expenses for said removal against Tenant; or
 - (2) Landlord may keep said buildings and property and all title to said buildings and property shall vest in Landlord. Tenant thereby conveys and transfers the same absolutely to Landlord and title shall vest in Landlord without further act or conveyance. Landlord may bring suit against Tenant for any and all damages or shortfalls Landlord suffers due to Tenant's failure to remove said buildings and property after offsetting said damages and shortfalls with the value of said buildings and property.
- C. In any event, however, Tenant shall be responsible for any and all fees and costs that Landlord may incur in connection with the enforcement of this Section, including but not limited to attorney's fees.
- D. In the alternative to removal of the buildings or property upon the termination of this Lease, Landlord, at its sole discretion, may offer Tenant a new Lease Agreement on terms determined solely by Landlord. Landlord specifically reserves the right to not offer a new Lease Agreement to Tenant if Tenant is in default of any provisions of this Lease Agreement, Landlord determines that Leased Premises' best use is for a purpose other than personal aircraft storage or uses customarily incidental to aircraft storage, or any other reason that conflicts with the public's interest. Such new Lease Agreement shall be for a term of one year, renewable at the sole option of Landlord. Tenant shall maintain ownership of buildings or property on Leased Premises during the term of any such new Lease Agreement.

SECTION 14

Access to Service and Facilities

- A. Tenant agrees to promptly pay all claims, in addition to rent, for all utilities or other services supplied to or consumed by Tenant on the Leased Premises.
- B. Tenant shall provide, at Tenant's expense proper electrical service to the Leased Premises. All utility connections, electrical or otherwise, shall be underground.

SECTION 15

Landlord to Operate Airport

Landlord shall properly maintain, operate, and manage the Airport at all times in a safe manner consistent with generally accepted good practice in the State of Wisconsin for airports of similar size and character. If for any reason beyond the control of Landlord (including without limitation, war, strikes, riots, civil commotion and the like), Landlord shall fail to properly maintain, operate and manage the Airport, such failure shall not operate as a breach of this Lease or render Landlord liable in damages. This section shall not be construed to bind Landlord to

operate a traffic control tower at the Airport, nor be construed to bind Landlord to maintain the Leased Premises.

SECTION 16
Public Records Act

Information supplied by Tenant to Landlord, as well as this Lease, is subject to the Wisconsin Public Records Act, Wisconsin Statutes, Chapter 19 (the "Act"). Such information shall become public unless it falls into one of the exceptions of the Act. Tenant shall notify Landlord in writing of any data Tenant believes is classified as accepted from the Act.

SECTION 17
Tenant's Right to Assign

Tenant shall not, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.

The prior written consent of Landlord to any proposed assignment or transfer shall not be unreasonably withheld or delayed if all of the following conditions are satisfied:

- (1) The proposed assignee has experience in operation similar to that being conducted on the Leased Premises;
- (2) The use of the Leased Premises will comply with this lease agreement;
- (3) Tenant and Tenant's guarantor(s) (if any) and the proposed assignee agree in a written amendment to the Lease, in form and substance acceptable to Landlord, that the rent as of the effective date of such assignment shall become equal to the highest per square foot rent charged for a then noncommercial lease at the Airport.

If Tenant desires to assign the Lease, it shall so notify Landlord in writing at least sixty (60) days prior to the proposed effective date of the assignment. Tenant shall provide Landlord with a copy of the proposed assignment and any other relevant information requested by Landlord.

SECTION 18
Tenant's Financing

- A. Tenant shall have the right to subject the leasehold estate and any and all improvements to one or more mortgages as security for a loan or loans or other obligation of Tenant, provided that:

- (1) The mortgage and all rights acquired under it shall be subject to all of the terms, covenants, conditions, and restrictions contained in this Lease and to all rights and interests of Landlord, except as otherwise provided in this Lease.
 - (2) Tenant shall give Landlord prior notice of any mortgage, together with a copy of it.
- B. If Tenant defaults under the terms of any permitted leasehold mortgage, and the mortgagee acquires Tenant's leasehold estate, whether by exercising its power of sale by judicial foreclosure, or by an assignment in lieu of foreclosure, or of exercise of power of sale, Tenant is still responsible for rents.

SECTION 19
Landlord's Rights Upon Default

- A. If Tenant shall make default:
- (1) In the payment of the rental reserved herein and such default shall continue for sixty (60) days; or
 - (2) In the observance and performance of any of the other terms, covenants and conditions of this Lease, and such default shall continue for sixty (60) days after notice of default given by Landlord, or Tenant shall have failed to commence the cure of such default within sixty (60) days after such notice and to diligently prosecute the same; or
 - (3) If the Leased Premises shall be deserted or vacated.
- B. In any such event(s) of default it shall be lawful for Landlord:
- (1) Within thirty (30) days after the expiration of the cure period, or at any time after, without further notice to Tenant, to re-enter into or upon the Leased Premises, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the rents or other charges to be paid and of the covenants, terms, and conditions to be performed by Tenant for the full term of this Lease, and in the event of such re-entry Landlord may proceed for the collection of the rents or other charges to be paid under this Lease or for the properly measured damages and for the collection of its reasonable attorneys fees; or
 - (2) Landlord may at its election terminate this Lease upon written notice to the Tenant and re-enter the Leased Premises as of its former estate therein and Tenant covenants in case of such termination to indemnify Landlord against all loss of rents and expense which Landlord has suffered or paid by reason of such termination, during the residue of the term; or
 - (3) Landlord shall further have all other rights and legal remedies including injunctive relief, ejectment or summary proceedings and any actions or

proceedings, provided further, that Landlord shall be entitled to its reasonable attorneys fees incurred in connection with the institution of any such proceedings.

SECTION 20
Condemnation

If it shall be in the public interest, Landlord shall have the power to condemn this Lease even though it is a party of the Lease.

SECTION 21
Quiet Enjoyment

- A. Landlord covenants and agrees with Tenant that upon Tenant's paying said rent and keeping, paying and performing all the terms, covenants and conditions of this Lease on Tenant's part to be kept, paid and performed, Tenant shall and may, except for reasons beyond the control of Landlord, peaceably and quietly have and hold the Leased Premises for the term of this Lease.
- B. Notwithstanding the above, Landlord and its agents, or representatives shall have the right to enter the Leased Premises and buildings thereon upon written notification, to inspect the same for operations conducted from and on the Leased Premises and for the purpose of making repairs or improvements to any adjoining premises or to the Airport and to install through or upon the Leased Premises, such pipes, wires and appurtenances as it may deem necessary or useful to the operation of the Airport, but the making of such repairs, improvements, or installations shall be done in such manner as will not interfere materially with the use and enjoyment of the Leased Premises by Tenant, except in cases of emergency and/or extenuating circumstances.
- C. Further, Landlord reserves the right to enter upon the Leased Premises at any reasonable time, upon written notification or in the presence of the tenant, for the purpose of making any inspection Landlord deems expedient to the proper enforcement of any of the covenants or conditions of this Lease.

SECTION 22
Landing Area Improvement

Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Tenant, and without interference or hindrance.

SECTION 23
Airspace above Leased Premises

There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.

SECTION 24
Notices

All notices or communications required or permitted by this Lease must be written and may be given personally or by certified United States mail, postage prepaid, or overnight courier at the following addresses:

If to Landlord: Burnett County Airport
7425 County Road K
Siren, WI 54872
Attn: Airport Manager

If to Tenant: _____

Attn: _____

Tenant must notify Landlord in writing by any means described above of any address change.

Landlord shall be deemed to have fulfilled its obligations under this Section when it provides Tenant notice, by any means described herein, to Tenant at the last address Tenant provided to Landlord.

SECTION 25
Waiver

The waiver of any of the rights or remedies arising pursuant to this Lease on any occasion by any party shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default under the terms of this Lease.

SECTION 26
Severability

If any provision of this Lease or the application thereof to either party or any circumstance is unenforceable to any extent, the remainder of this Lease and the application of such provision to the other party or circumstances will not be affected thereby and will be enforceable to the greatest extent permitted by law.

SECTION 27
Commitments to Federal or State Agencies

Nothing herein shall be construed to prevent Landlord from making such commitments as it desires to the Federal Government or to the State of Wisconsin in order to qualify for the expenditure of federal or state funds on the Airport.

SECTION 28
Binding on Successors

Except as herein otherwise provided, all the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the legal representatives, successors, assigns, and subsidiaries respectively of Landlord and Tenant.

SECTION 29
Lease Changes

- A. Any of the terms of this Lease may be changed upon the mutual consent of Landlord and Tenant, but to be valid any such changes must be in writing and must be executed with the same formalities as this instrument.
- B. This Lease is subject to the approval of federal and state agencies, if applicable. The parties agree to modify this Lease as may be necessary to obtain approval by the agencies, provided, however, that such modification does not substantially change the term, rent or area leased. If the modification would substantially change the term, rent or area leased, either party may terminate this Lease by written notice to the other party.

SECTION 30
Termination

If the buildings on the Leased Premises shall be destroyed and Tenant does not rebuild the buildings, then Landlord or Tenant shall have the right to terminate this Lease in compliance with Section 13 of this Lease upon giving not less than thirty days written notice to the other party.

SECTION 31
Non-discrimination

Tenant, Tenant's successors in interest and permitted assigns, as a part of the consideration hereof, does covenant and agree as a covenant running with the land that (1) no person on the grounds of race, sex, color, creed, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities on the Leased Premises, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, sex, color, creed, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federal-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Leased Premises, and hold the same as if said lease had never been made or issued.

SECTION 32
Aircraft Registration

Tenant agrees that any aircraft that is based at, stored at, or utilizes the facility under this Lease, shall be currently in compliance with the aircraft registration requirements set forth in Wisconsin Statutes, Chapter 114.

SECTION 33
Utilities; Apron; Taxiway

- A. Tenant shall at Tenant's own expense construct an apron to serve the Leased Premises.
- B. If Landlord constructs an additional taxiway to serve the Leased Premises, Landlord may require Tenant to pay the amount resulting from the following formula:
- (1) First, Landlord shall calculate the total cost of construction of the taxiway, including all engineering, legal and administrative costs associated therewith;
 - (2) Second, the amounts that Landlord actually receives from federal and state grants for the taxiway, if any, shall be subtracted from the total cost;
 - (3) Third, the resulting figure from steps (1) and (2) above shall be multiplied by a factor where the denominator is the total amount of leased or to be leased frontage that abuts taxiway (including the frontage leased to Tenant as well as others) and the numerator is the frontage of the Leased Premises abutting the taxiway;
 - (4) The figure resulting from step (3) above shall be paid by Tenant;

SECTION 34
Signs

Tenant may not erect any signs on the Leased Premises except as necessary to identify the hangar building and with written approval of Landlord. Such approval may not unreasonably be withheld.

SECTION 35
Aviation Fuel

Tenant shall not have the right to sell, dispense, give or transfer aviation fuel, except to fuel aircraft owned by or exclusively leased to Tenant. Storage of flammable materials, liquids, or fuel in containers in or upon the Leased Premises shall be stored in accordance with applicable regulatory measures. With the exception of fuel in the aircraft itself, the maximum volume of all flammable materials, liquids, or fuel being stored shall not exceed 55 gallons.

SECTION 36
Parking of Vehicles

Motor vehicles occupying the Airport as a result of Tenant's use of the Leased Premises must be parked inside the parking lot or Tenant's building(s), if Tenant is absent for more than seven (7) days. At all other times, Tenant's vehicle(s) may occupy Tenant's Leased Premises so as not to interfere with the rights granted by Landlord to another Tenant. Motor vehicles must display current license tags and meet applicable Wisconsin environmental and insurance requirements in order to park at the Airport and the Leased Premises. However, conditions may arise under which it may be necessary for Landlord to withdraw, with prior notice, the privilege of parking motor vehicles on the Leased Premises, but such privilege may not unreasonably be withdrawn.

SECTION 37
Compliance with Airport Operations Manual

In the event the Landlord implements an Airport Operations Manual during the term of this Lease and any extensions thereof, Tenant shall comply with all terms and conditions of such manual, including any additions, amendments, and revisions thereto. Such Airport Operations Manual shall not abridge Tenant's right guaranteed in this Lease.

SECTION 38
Entire Agreement

This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his/her/its own examination of this Lease, the counsel of his/her/its own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the premises or improvements, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

SECTION 39
Captions; Table of Contents

The table of contents of this Lease and the captions of the various sections of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

SECTION 40
Hazardous Substances

- A. Tenant shall take no act or allow any act to be taken that will subject the Leased Premises to "superfund" type liens or claims by regulatory agencies or other party arising from the actual or threatened release, release, deposit, or existence of hazardous substances (defined below) in, on or about the Leased Premises. In the event Tenant violates this section, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, penalties, forfeitures, suits or liabilities of any type or nature

(including cost of defense, settlement and reasonable attorneys' fees) incurred by Landlord hereafter or for which Landlord shall become responsible for or pay as a result of any or all of the following:

- (1) Death or bodily injury to any person;
- (2) Structural damage to any property;
- (3) Contamination of or detrimental effect upon the environment;
- (4) Violation of governmental laws, orders or regulations;

that shall have resulted from or be due to the actual or threatened release of hazardous substances claimed or alleged to have been deposited, stored, disposed of, placed or otherwise located in, on or about the Leased Premises.

- B. Tenant shall not store or process any hazardous substances on the Leased Premises unless the same are stored or processed in a manner that complies with all applicable law, and in no event shall Tenant dispose of any hazardous substances on the Leased Premises without the express prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion.
- C. As used in this Lease, the term "hazardous substances" is defined to include any substances, wastes, contaminants or pollutants that are now or hereafter shall be included within the definition of such term or similar replacement term, under any federal, state or local state, ordinance, code or regulation now existing or hereafter enacted or amended, including but not limited to the provisions of Wisconsin Statutes, Chapters 285 and 299; the Wisconsin Waste Management Act, Wisconsin Statutes, Chapter 291.
- D. Tenant shall promptly provide Landlord with copies of all notices or reports received or submitted by it to or from any governmental agency or other third party with respect to the storage, processing, disposal, release or threatened release of hazardous substances into or onto the Leased Premises or any adjacent property.

SECTION 41 **Counterparts**

This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

SECTION 42 **Choice of Law**

This Lease shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin.

SECTION 43
Conflict of Interest

Tenant represents and warrants that no official or officer of Landlord has or will have any interest, direct or indirect, in this Lease or the transactions contemplated by it.

SECTION 44
No Third Party Beneficiaries

Neither this Lease nor any provision of it shall create any right in favor of or impose any obligation upon any person or entity other than the parties to this Lease and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Lease, or caused it to be executed by their or its duly authorized representative(s), as of the day and year first above written.

LANDLORD:
COUNTY OF BURNETT

TENANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____