



Sawyer County

Agenda

Public Works Committee Meeting
Wednesday, April 14, 2021 @ 6:30 PM
Assembly Room/Virtual Meeting

Page

1. CALL TO ORDER

- a. The public is **strongly encouraged** to access the public meeting remotely due to public health and safety concerns. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to <https://zoom.us/j/97982898675>. You can also use the dial in number for listening only at 1-312-626-6799 with the Webinar ID: 979 8289 8675. If additional assistance is needed please contact the County Clerk's Office at 715-634-4866 prior to the meeting.
- b. If you are on a computer, click the "Raise Hand" button and wait to be recognized.
- c. If you are on a telephone, dial *9 and wait to be recognized.

2. ROLL CALL

3. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

4. MEETING AGENDA

5. PUBLIC COMMENTS

- a. At this time, members of the public will be given the opportunity to address the Committee on items not on the agenda. Please adhere to the following when addressing the Committee:
 - Comments will be limited to 3 minutes or less per individual.
 - Comments should be directed to the Committee as a whole and not directed to individual Committee members.
 - The Committee cannot respond to your comments during this time.
 - Please sign in and fill out a public comment sheet if you wish to speak on an item.

6. CONSIDER APPROVAL OF THE MINUTES FROM PREVIOUS MEETING

- 4 - 5 a. [3.9.21 Public Works Minutes DRAFTS](#)

7. SAWYER COUNTY AIRPORT REPORT

- 6 a. Hayward Aviation (contracted Airport management) report
[Airport Report April 2021](#)
- 7 - 28 b. Airport Boundary Survey & Property Easement (discussion and possible action)
[1\) Sawyer County Airport Namekagon Lane Easement Combined Final 012621](#)
[2\) Sawyer County Airport Airport Road Easement Combined Final 012621](#)
- 29 - 30 c. Hayward Aviation request to erect signs on new Hangar (discussion and possible action)
[Hangar sign 1](#)
[Hangar Sign 2](#)
- 31 - 41 d. Hangar Lease Update (discussion and possible action)
[2021-04-12 Hangar Lease Template](#)

8. HIGHWAY COMMISSIONER'S REPORT

- 42 a. Highway Commissioner's Report
[April 2021 Highway Commissioner Report](#)
- 43 - 44 b. Highway BID Tabulation Results
[Asphalt Centerline Pulverizing Bid](#)
- 45 - 46 c. Revised ATV/UTV Route List
[Current 2021 ATV routes Rev 3.2021](#)
- 47 d. Highway Dept. OT Report
[Highway Dept. OT Report](#)

9. MAINTENANCE DEPARTMENT REPORT

- 48 a. Project report
[Maintenance Report April 2021](#)

10. COURTROOM REMODELING UPDATE

- a. Veteran's Office Location Discussion

11. FUTURE AGENDA ITEMS

12. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS, OTHER MATTERS FOR DISCUSSION ONLY

DISCLAIMER:

A quorum of the County Board of Supervisors or of any of its committees may be present at this meeting to listen and observe. Neither the Board nor any of the committees have established attendance at this meeting as an official function of the Board or committee(s) or otherwise made a determination that attendance at the meeting is necessary to carry out the Board or committee's function. The only purpose for other supervisors attending the meeting is to listen to the information presented. Neither the Board nor any committee (other than the committee providing this notice and agenda) will take any official action with respect to this noticed meeting.

Copy sent via email to: County Clerk and News Media. Note: Any person wishing to attend whom, because of a disability, requires accommodation should call the Sawyer County Clerk's Office (715.634.4866) at least 24 hours before the scheduled meeting so appropriate arrangements can be made.

Mission Statement: *The Sawyer County Board of Supervisors will strive to provide excellent services and responsible leadership to protect and enhance Sawyer County citizens, businesses, and resources, while preserving our unique heritage.*

**Minutes of the March 10th meeting of the Sawyer County
Public Works Committee
Of the Sawyer County Board of Supervisors
Assembly Room; Sawyer County**



Voting Committee Members Present:

- ☒ Chair: **Ron Kinsley**
- ☒ Marc Helwig – Vice Chair
- ☒ Ed Peters
- ☒ Dale Olson - Virtual
- ☒ Brian Bisonette - Virtual

Others Present:

Tom Hoff
Mike Coleson
Lynn Fitch
Tim Halberg - Virtual
Tweed Shuman
John Cain - Virtual
Cliff Korn

Others Present:

Derek Leslie
Gary Gedart
Rebecca Roecker
Dan Mersel – Virtual
Tony Pfendt – Virtual
Dave McCorquodale - Virtual

Call to Order – Chair Ron Kinsley called the meeting to order at 6:30 pm.

Certification of Compliance with the open meeting law was met. Roll Call was taken; quorum was met.

Meeting Agenda – A motion was made by Mr. Helwig; second by Mr. Peters to move #8 and #9 after #6 on the agenda. Motion carried without negative vote.

Minutes from the previous meeting – A motion was made by Mr. Helwig to approve the minutes of the February 10, 2021, meeting; second by Mr. Peters. Motion carried without negative vote.

Highway Commissioner's Report – Written reports were provided. Mr. Gedart advised that bids for asphalt and paving were going out at this time and bid tabulation will be held soon. Tabulation results will be available at the April Public Works Committee meeting. There is uncertainty in pricing for oil and gas; hot-mix asphalt bid came in at \$52.50/ton which is an increase of \$2.10/ton. He reported on a positive note that the pavement marking bid was secured with the new company, Sir Lines a Lot, at \$.22/lineal foot. The bid for the bridge over the Courte Oreilles River came in 3% under the engineer's original estimate. Many staff members in the Highway department have now received the Covid-19 vaccination or are signed up to do so.

Maintenance Department Report – A written report was provided. Mr. Hagberg announced that the new dispatch remodel/upgrade has gone well. In the process they were able to add more electrical capacity to the generator and hook additional equipment up for emergency backup.

Sawyer County Airport Report – Derek Leslie provided a copy of the letter that was sent to all hangar lease owners explaining the hangar review process. He advised that the bids for the ramp expansion project are due on March 18th, and there seems to be good interest in bidding for this project, and selection for a consultant for the project is underway. Mr. Leslie did a phone interview with a writer from Business View magazine regarding the regional effect of the Hayward Airport on our community in Sawyer County. The magazine has a circulation of 840,000.

Mr. Hoff explained the process that the County and Mr. Leslie have undergone to review hangar leases. The goal is to bring all leases into good standing and establish consistent procedures to move forward for leases that have not yet reached term. Legal counsel, Rebecca Roecker, discussed the types of lease conditions under review: 1) leases in good standing; 2) leases that have gone through 20-year period and now are in the 10-year extension period; and 3) leases that have gone past 30 years and are month-to-month.

Several hangar owners commented on the process: Dan Mersel, Cliff Korn, and Tony Pfendt.

Mr. Hoff provided the 2019 Wisconsin Airport Rates & Charges Report; he will send the link for the report to committee members and hangar owners.

Motion was made by Mr. Olson to postpone action on Agenda Item 7c (Hangar Lease Update) to next month's agenda; second made by Mr. Peters. The motion carried with three votes "aye", one vote "nay". This action will be added to the April Public Safety Agenda.

In regard to item 7d (Hangar Lease Amendments), a motion was made by Mr. Helwig; second by Mr. Peters to approve the hangar lease amendments A-I. Motion carried without negative vote.

Courtroom Remodel – A written report was provided. Mr. Hoff advised that the California Avenue work should be done this spring. Mr. Cain reviewed the itemized list of current remodeling activities. He would like to begin doing some courtroom touring with interested parties to view other layouts. He expects that the project will start in earnest once a construction manager is hired.

Meeting Date/Time – The next meeting of the Public Works Committee will be Wednesday, April 14th, at 6:30 pm in the Assembly Room.

Meeting adjourned at 8:25 pm
Minutes recorded by Lynn Fitch, County Clerk

Sawyer County Airport Management Report

April 2021

(Provided by Airport Manager Derek Leslie)

- Hangar Lease discussions are on-going.
- Spring 2021 Ramp/Taxi-lane project was awarded to McCabe out of Eau Claire. Anticipated start date of May 24th.
- Bids came in significantly under engineer estimates, which was a welcomed relief.
- The Sawyer County Airport is receiving another \$9,000 worth of funding from the second round of stimulus funding.
- Easter weekend had incredible weather, which yielded unseasonable traffic and a lot of activity.
- Fire season in full force has the DNR aircraft moving frequently. Pilots have often stopped, filled up, and rested in Hayward.
- Tim and his crew did a great job on snow removal this year; we only broke a few taxiway lights and had some minor turf tear up. Winter brushing also went well and overall the airport is looking to be in great shape. We have some looming problem areas of heavy tree growth that will need to be tackled sooner than later. We hope to capitalize on combining two years worth of budget in December/January this upcoming winter to get it done.

FAA Entitlements Available

2021's: \$150,000 Available July/August 2021

Future Projects

Snow Removal Equipment Shelter: This has been discussed as an option in the time between now and our runway rehabilitation project. Also included in our most recent petition but not budgeted for in the CIP.

Master Plan: This will be paid for using our annual entitlements and a total sponsor match of 5%. (This is budgeted for in the CIP)

2024 Runway Rehabilitation: Cost estimation is \$3,000,000. **ONLY ONE YEAR OF ENTITLEMENTS WILL BE NEEDED/USED FOR THE RUNWAY PROJECT.** 5 percent total project cost will be on the County. Discretionary funding typically awarded to runway projects comes with slightly different terms than standard entitlements and apportionment funding.

CONDITIONAL LIMITED EASEMENT

Wisconsin Department of Transportation - Aeronautics
Exempt from fee: s.77.25(12) Wis. Stats.
BOA 05/2012 Ch. 114 Wis. Stats.

THIS EASEMENT, made by Sawyer County, Wisconsin, **GRANTOR**, conveys a conditional limited easement as described below to the Town of Hayward, Wisconsin, **GRANTEE**, for good and valuable consideration for the purpose of road maintenance and repair.

Other persons having an interest of record in the property: none

This is not homestead property.

Legal Description

LEGAL DESCRIPTIONS ARE ATTACHED HERETO AS "EXHIBIT A" AND MADE A PART OF HEREOF BY REFERENCE.

THE CONDITIONS OF SAID EASEMENTS OVER THE ABOVE DESCRIBED PARCEL ARE AS STIPULATED IN THE ATTACHED "ADDENDUM A".

ADDENDUM A AND ROAD EASEMENT MAPS ARE ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

This space is reserved for recording data

Return to:

Wisconsin Department of Transportation
Bureau of Aeronautics - Real Estate
4802 Sheboygan Avenue - Room701
PO Box 7914
Madison, WI 53707-7914

Parcel Identification Number/Tax Key Number

(Signature) Sawyer County Clerk

(Print Name) Sawyer County Clerk

(Date)

State of Wisconsin

}
County } ss.

On the above date, this instrument was acknowledged before me by the above-named person(s) or officers.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Airport Sawyer County Airport
Project AIP 3-55-0027-05

This instrument was drafted by
Riverside Land Surveying, LLC
Nathan J. Wincentzen, PLS

Parcel No. parcel #N/A

Exhibit A

A strip of land 50.00 feet wide over, under and across the following described properties:

Airport property as described in Document Number 130929 Recorded in Volume 219, Pages 510-516:

Parcel 7: The Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section Twenty-three (23), Township Forty-one (41) North, of Range Nine (9) West.

NAMEKAGON LANE RIGHT OF WAY EASEMENT LEGAL DESCRIPTION

Of a part of a parcel of land described in Document No. 130929 being located in the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 41 North, Range 9 West, Town of Hayward, Sawyer County Wisconsin more particularly described as follows:

Commencing at the East 1/4 corner of said Section 23; Thence North 88°18'38" West along the South line of said Southeast 1/4 of the Northeast 1/4, 1313.78 feet to the Southwest corner of said Southeast 1/4 of the Northeast 1/4; Thence North 00°01'02" West along the monumented West line of said Southeast 1/4 of the Northeast 1/4, 99.86 feet to the proposed South right-of-way line of Namekagon Lane and the point of beginning of said proposed Easement; Thence continuing North 00°01'02" West along said West line, 328.49 feet to the proposed North right-of-way line of Namekagon Lane; Thence South 01°56'55" East along said proposed North right-of-way line, 218.26 to the beginning of a tangential curve to the left; Thence along said proposed North right-of-way line, 101.80 feet along the arc of said curve, said curve having a radius of 125.00 feet, a central angle of 46°39'49" and a chord that bears South 25°16'49" East for a distance of 99.01 feet; Thence South 48°36'44" East along said proposed North right-of-way line, 39.71 feet to the beginning of a tangential curve to the left; Thence along said proposed North right-of-way line, 116.36 feet along the arc of said curve, said curve having a radius of 175.00 feet, a central angle of 38°05'51" and a chord that bears South 67°39'40" East for a distance of 114.23 feet; Thence South 86°42'35" East along said proposed North right-of-way line, 63.21 feet to the intersection of said proposed North right-of-way line and the West right-of-way line of Airport Road and the beginning of a tangential curve to the left; Thence along said West right-of-way line, 50.03 feet along the arc of said curve, said curve having a radius of 533.00 feet, a central angle of 5°22'40" and a chord that bears South 02°16'24" West for a distance of 50.01 feet to the intersection of said West right-of-way line and the proposed South right-of-way line of Namekagon Lane; Thence North 86°42'35" West along said proposed South right-of-way line, 64.09 feet to the beginning of a tangential curve to the right; Thence along said proposed South right-of-way line, 149.61 feet along the arc of said curve, said curve having a radius of 225.00 feet, a central angle of 38°05'51" and a chord that bears North 67°39'40" West for a distance of 146.87 feet; Thence North 48°36'44" West along said proposed South right-of-way line, 39.71 feet to the beginning of a tangential curve to the right; Thence along said proposed South right-of-way line, 23.52 feet along the arc of said curve, said curve having a radius of 175.00 feet, a central angle of 7°42'00" and a chord that bears North 44°45'44" West for a distance of 23.50 feet to the point of beginning.

The above described easement area contains 15,579 square feet or 0.358 acres;

Said easement is subject to all easement, restrictions and right of ways of record

**ADDENDUM A
ROAD EASEMENT CONDITIONS**

The **GRANTOR** is the owner and operator of the Sawyer County Airport, situated in the County of Sawyer, State of Wisconsin, and is obligated to meet standards established by the Federal Aviation Administration relating to airport safety and the protection of aircraft landing and taking off from said airport. In order to meet those standards, the **GRANTEE** agrees to limit its easement rights on the easement areas hereinbefore referred to in the manner described below:

1. **Entry to Premises:** The **GRANTEE** agrees to not bring any vehicle or other equipment into, nor conduct repairs, maintenance or other operations within the boundaries of the airport property, except at such times as may be designated for such purposes by the **GRANTOR**. The **GRANTOR** shall not unreasonably refuse to designate such times, and such times so designated shall be those reasonably related to the unobstructed taking off, landing and flight of the aircraft. Notwithstanding any other provision in this paragraph, however, the **GRANTEE** may upon notification to the **GRANTOR**, enter, bring any vehicle and equipment into and conduct repair, maintenance, and other operations within said easement area in the event of an emergency situation arising with respect to said facility.
2. **Airport Operations:** The **GRANTEE** expressly agrees for itself, its successors and assigns, to prevent any use of said easement lands which will interfere with or adversely affect the operation or maintenance of the airport.
3. **Aircraft Interference:** The **GRANTEE** will not permit or suffer the use of said easement lands as to create any electrical or electronic interference with radio communications between any air navigational or aviation communications installation upon or in the vicinity of the airport property and aircraft, or as to make it difficult for an aircraft pilot to distinguish between airport lights and others, or as to otherwise impair an aircraft pilot's visual perception in the vicinity of the airport or as otherwise to endanger the landing, taking off, or maneuvering of aircraft in the vicinity of said airport property.
4. **Above Surface Objects:** The **GRANTEE** agrees that so long as the underlying airport property is used for airport purposes, no poles, surface markers or surface structures of any kind shall be placed upon airport property, and the **GRANTEE** agrees to not replace or relocate any existing facilities within the easement area without the prior written approval of the **GRANTOR**, it being understood and agreed, however, that such approval shall not be unreasonably withheld. Equipment may not encroach into protected airspace except in emergencies.
5. **Preservation of Property:** The **GRANTEE** agrees, upon placing the intended roadway within the easement area, to restore the easement lands to its "as is" condition including: replacement of ground cover, terrain shape and contours, drainage pattern and vegetation. The **GRANTEE** further agrees to pay the costs of any damage to property, including crops that occurs with the exercise of these easement rights.
6. **Relocation of Roadway:** Any improvements on said easement lands shall be constructed and maintained at no cost to the **GRANTOR** or the Federal Aviation Administration. Should the facility in said easement area require relocation, the same shall be done with no cost to the **GRANTOR** or the Federal Aviation Administration. New or replacement facilities shall not exceed the height of existing structures.
7. **Hold Harmless:** The **GRANTEE** releases the **GRANTOR** from all debts, claims, demands, damages, actions and cause of action whatsoever which may result from said easement heretofore granted by the **GRANTOR**, and further agrees to hold the **GRANTOR** free and harmless from any claim for damages which may be made by reason of damages or injury to persons or property connected therewith.
8. **Agents or GRANTEE:** The **GRANTEE** agrees to cause its agents, assigns, construction contractors or others entering the subject lands to comply with the above conditions.
9. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors and assigns of the parties, that these covenants and agreements shall run with the land, and that for the purposes of this instrument, the real estate described in this easement and owned by the **GRANTOR** shall be the servient tenement, and the **GRANTEE** shall be dominant tenement.

NAMEKAGON LANE EASEMENT EXHIBIT MAP

of a part of the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 41 North, Range 9 West, Town Hayward, Sawyer County, Wisconsin.

CURVE TABLE							
CURVE #	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE	TANGENT IN	TANGENT OUT
C1	101.80'	125.00'	46°39'49"	S25° 16' 49"E	99.01'	S01° 56' 55"E	S48° 36' 44"E
C2	116.36'	175.00'	38°05'51"	S67° 39' 40"E	114.23'	S48° 36' 44"E	S86° 42' 35"E
C3	50.03'	533.00'	5°22'40"	S02° 16' 24"W	50.01'	S00° 24' 56"E	S04° 57' 44"W
C4	149.61'	225.00'	38°05'51"	N67° 39' 40"W	146.87'	N48° 36' 44"W	N86° 42' 35"W
C5	23.52'	175.00'	7°42'00"	N44° 45' 44"W	23.50'	N40° 54' 44"W	N48° 36' 44"W

NAMEKAGON LANE PROPOSED EASEMENT LEGAL DESCRIPTION

Of a part of a parcel of land described in Document No. 130929 being located in the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 41 North, Range 9 West, Town of Hayward, Sawyer County Wisconsin more particularly described as follows:

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The above described easement area contains 15,579 square feet or 0.358 acres;

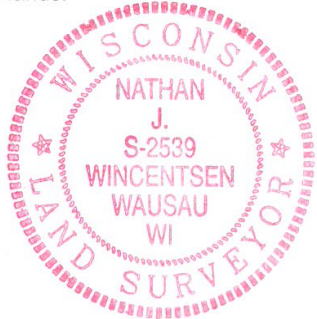
Said easement area is subject to all easements, restrictions and right-of-ways of record.

SURVEYOR'S CERTIFICATE:

I, Nathan J. Wincentsen, Professional Land Surveyor S-2539, do hereby certify to the best of my knowledge and belief, that at the direction of Becher Hoppe Associates, Inc, Agent of said lands, I have surveyed and mapped the easement described hereon. I further certify that said survey and map thereof are a correct and accurate representation of the exterior boundaries of said easement and that I have fully complied with the provisions of Wisconsin Administrative Code A-E7 in surveying and mapping said lands.

Dated this 12TH day of JANUARY 2021

Nathan J. Wincentsen
Riverside Land Surveying, LLC
Nathan J. Wincentsen
WI P.L.S. S-2539



SHEET 2 OF 2

RIVERSIDE LAND SURVEYING LLC
5310 WILLOW STREET, WESTON, WI 54476 PH 715-241-7500 - FAX 715-355-6894
email - mail@riversidelandsurveying.com

DRAWN BY S.M.H.	DATE AUGUST 31, 2020
CHECKED BY N.J.W.	PROJECT NO. 3217
PREPARED FOR: BECHER HOPPE ASSOCIATES	

CONDITIONAL LIMITED EASEMENT

Wisconsin Department of Transportation - Aeronautics
Exempt from fee: s.77.25(12) Wis. Stats.
BOA 05/2012 Ch. 114 Wis. Stats.

THIS EASEMENT, made by Sawyer County, Wisconsin, **GRANTOR**, conveys a conditional limited easement as described below to the Town of Hayward, Wisconsin, **GRANTEE**, for good and valuable consideration for the purpose of road maintenance and repair.

Other persons having an interest of record in the property: none

This is not homestead property.

Legal Description

LEGAL DESCRIPTIONS ARE ATTACHED HERETO AS "EXHIBIT A" AND MADE A PART OF HEREOF BY REFERENCE.

THE CONDITIONS OF SAID EASEMENTS OVER THE ABOVE DESCRIBED PARCEL ARE AS STIPULATED IN THE ATTACHED "ADDENDUM A".

ADDENDUM A AND ROAD EASEMENT MAPS ARE ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

This space is reserved for recording data

Return to:

Wisconsin Department of Transportation
Bureau of Aeronautics - Real Estate
4802 Sheboygan Avenue - Room701
PO Box 7914
Madison, WI 53707-7914

Parcel Identification Number/Tax Key Number

(Signature) Sawyer County Clerk

(Print Name) Sawyer County Clerk

(Date)

State of Wisconsin

}
County } ss.

On the above date, this instrument was acknowledged before me by the above-named person(s) or officers.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Airport Sawyer County Airport
Project AIP 3-55-0027-05

This instrument was drafted by
Riverside Land Surveying, LLC
Nathan J. Wincentzen, PLS

Parcel No. parcel #N/A

Exhibit A

A strip of land over, under and across the following described properties:

Airport property as described in Document Number 142783 Recorded in Volume 241, Page 195-196:

A parcel of land located in the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) and the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) of Section Twenty-three (23), Township Forty-one (41) North, Range Nine (9) West more particularly described as follows: Commencing at a 2" iron pipe at the Southeast corner of said Section; thence North 0° 14' West along the East line of said Section 1,306.38 feet to a 2" iron pipe at the Southeast corner of the Northeast Quarter of the Southeast Quarter and the point of beginning; thence North 89° 08' 42" West along the South line of the Northeast Quarter of the Southeast Quarter of said Section 563.45 feet to a 2" iron pipe; thence South 29° 05' 21" West 756.87 feet to a 2" iron pipe; thence North 89° 08' 42" West parallel to the South line of said Northeast Quarter of the Southeast Quarter 378.82 feet to a 2" iron pipe on the West line of the Southeast Quarter of the Southeast Quarter of said Section; thence North 0° 21' 38" West along the West line of said Southeast Quarter of the Southeast Quarter 216.96 feet to a 2" iron pipe at the Southwest corner of a parcel of land described in Volume 107 of Records, page 22 as recorded in the Register of Deeds office, Sawyer County, Wisconsin; thence South 89° 08' 42" East along the South line of said parcel described in Volume 107 of Records, page 22, 49.50 feet to a 2" iron pipe at the Southeast corner of said parcel; thence North 0° 21' 38" West parallel to the West line of said Southeast quarter of the Southeast Quarter and along the East line of said parcel described in Volume 107 of Records, page 22, 133.58 feet to a 2" iron pipe on the Northeast-Southwest runway centerline extended from the Hayward Municipal Airport; thence continuing North 0° 21' 38" west parallel to the west line of said Southeast Quarter of the Southeast Quarter and along the east line of said parcel described in Volume 107 of Records, page 22, 366.71 feet to a ¾" iron rod; thence Northerly and Easterly on the arc of a 918.79 foot radius curve to the right having a central angle of 18° 07' 15" and whose chord bears North 19° 38' 22.5" East 289.37 feet to a ¾" iron rod; thence North 28° 42' East 234.49 feet to a ¾" iron rod; thence Northerly and Easterly on the arc of a 955.55 foot radius curve to the left having a central angle of 28° 45' 00" and whose chord bears North 14° 19' 30" East 474.47 feet to a ¾" iron rod; thence North 0° 03' 00" West 217.00 feet to a ¾" iron rod; thence Northerly and Easterly on the arc of a 573.66 foot radius curve to the right having a central angle of 9° 59' 43" and whose chord bears North 4° 45' 51.5" East 99.95 feet to a ¾" iron rod on the North line of the Northeast Quarter of the Southeast Quarter of said Section; thence South 88° 55' 39" East along the North line of said Northeast Quarter of the Southeast Quarter 24.30 feet to a 2" iron pipe at the Northwest corner of a parcel of land described in "Parcel No. 8, Volume 219 of Records, page 512" as recorded in the Register of Deeds office, Sawyer County; thence South 0° 14' East along the West line of a parcel of land described in said "Parcel No. 8, Vol. 219 of Records, page 512", 200.00 feet to a 2" iron pipe at the Southwest corner of said Parcel No. 8, Vol. 219 of Records, page 512; thence South 88° 55' 39" East along the South line of said parcel as described in "Parcel No. 8, Vol. 219 of Records, page 512", 295.50 feet to a 2" iron pipe on the Northeast-Southwest runway centerline extended from the Hayward Municipal Airport; thence continuing South 88° 55' 39" East 604.50 feet to a 2" iron pipe on the East line of said Northeast Quarter of the Southeast Quarter; thence South 0° 14' East along the East line of said Northeast Quarter of the Southeast Quarter 1,106.37 feet to the point of beginning and containing 35.46 acres of land more or less.

ALSO

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section Twenty-three (23) Township Forty-one (41) North, Range Nine (9) West more particularly described as follows: Commencing at a 2" iron pipe at the southeast corner of said Section; thence North 0° 14' 00" West along the East line of said Southeast Quarter 2,612.75 feet to a 2" iron pipe at the Northeast corner of the Southeast Quarter of said Section; thence North 88° 55' 39" West along the North line of said Southeast Quarter 1,196.30 feet to a 2" iron pipe on the East bank of the Namekagon River; thence continuing North 88° 55' 39" West 15 feet more or less to the water's edge of said Namekagon River and the point of beginning; thence South 88° 55' 39" East 15 feet more or less to a 2" iron pipe on the Easterly bank of said river; thence continuing South 88° 55' 39" East 272.00 feet to a ¾" iron rod; thence Southerly and Westerly on the arc of a 573.66 foot radius curve to the left having a central angle of 9° 59' 43" and whose chord bears South 4° 56' 51.5" West 99.95 feet to a ¾" iron rod ; thence South 0° 03' 00" East 217.00 feet to a ¾" iron rod; thence Southerly and Westerly on the arc of a 955.55 foot radius curve to the right having a central angle of 28° 45' 00" and whose chord bears South 14° 19' 30" West 474.47 feet to a ¾" iron rod ; thence South 28° 42' 00" West 234.49 feet to a ¾" iron rod; thence Southerly and Westerly on the arc of a 918.79 foot radius curve to the left having a central angle of 18° 07' 15" and whose chord bears South 19° 38' 22.5" West 289.37 feet to a ¾" iron rod; thence North 0° 21' 38" West parallel to and 49.5 feet East measured at right angles to the East line of said

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NE1/4 SE1/4, 861.62 feet to a 1" iron pipe on the Easterly bank of the Namekagon River; thence continuing North 0° 21' 38" West 15 feet more or less to the water's edge of said Namekagon River; thence Northerly along the water's edge the Namekagon River to the point of beginning, excepting the North 150 feet thereof, and containing 6.22 acres of land more or less.

Airport property as described in Document No. 130929 Recorded in Volume 219, Pages 510-516:

Parcel 2: The Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section Thirteen (13), Township Forty-one (41) North, Range Nine (9) ,West.

Parcel 5: The West Half of the Northwest Quarter (W1/2 NW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section Twenty-four (24) , Township Forty-one (41) North Range Nine (9) West.

Parcel 7: The Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section Twenty-three (23), Township Forty-one (41) North, of Range Nine (9) West.

Airport property as described in Document Number 141216 Recorded in Volume 238, Page 259:

A parcel of land located in the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section Thirteen (13), Township Forty-one (41) North, Range Nine (9) West, and more particularly described as follows: Commencing at a 2 inch iron pipe at the Southwest corner of said Section; thence South 89° 28' 59" East along the South line of said Section, 1,311.96 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section; thence North 0° 01' 07" East along the East line of the Southwest Quarter of the Southwest Quarter of said Section 1,325.21 feet to a 1 inch iron pipe at the Southeast corner of said Northwest Quarter of the Southwest Quarter; thence South 88° 46' 00" West along the South line of said Northwest Quarter of the Southwest Quarter 585.00 feet to a 3/4" iron rod at the Southwest corner of land described in Volume 98 of Records (Deeds) on page 389 as recorded in the Register of Deeds office, Sawyer County and the point of beginning; thence continuing South 88° 46' 00" West along the South line of said Northwest Quarter of the Southwest Quarter 82.75 feet to a 3/4" iron rod thence North 24° 48' East 195.25 feet to a 2" iron pipe on the West line of said land described in Volume 98 of Records (Deeds) Page 389; thence South 0° 16' 17" East along the West line of said land described in Volume 98 (Deeds) of Records on page 389, 175.47 feet to the point of beginning.

Airport property as described in Document Number 137365 Recorded in Volume 230, Page 421:

A piece or parcel of land situated in the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section Thirteen (13), in Township Forty-one (41) North , Range Nine (9) West more particularly described as follows: Beginning at the Southeast corner of the above described Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4); thence North on the East line of said Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) a distance of 415 feet; thence West parallel to the South line of the said Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) a distance of 200 feet; thence North parallel to the East line of said Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) a distance of 126 feet; thence West parallel to the South line aforementioned to the East shore of the Namekagon River; thence Southerly along said shore line a distance of approximately 200 feet to a stake; thence East 35 feet; thence South 363 feet to the South line of said Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4); thence East on said South line 585 feet more or less to the place of beginning.

Airport property as described in Document Number 141220, Recorded in Volume 238, Pages 268-270:

A parcel of land located in the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4) of Section Thirteen (13) , Township Forty-One North (T41N) , Range Nine West (R9W), Town of Hayward, Sawyer County, Wisconsin , and more particularly described as follows:

Commencing at a 2" iron pipe at the Southwest corner of said Section; thence South (S) 89° -28' -59" East (E), along the South line of said Section, 1311.96 feet to the Southeast corner of the Southwest One-Quarter (SW 1/4) of the Southwest One-Quarter (SW 1/4) of said Section; Thence North (N) 0°-01' 07" East (E) along the East line of the Southwest One-Quarter (SW 1/4) of the Southwest One-Quarter (SW 1/4), 1325.21 feet to a 1" iron pipe at the Southeast corner of said Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4); Thence North (N) 0°-16 '-17" West (W), along the East line of said Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4), 415.00 feet to a ¾" iron rod and the point of beginning:

1. Thence South (S) 88°-46'-00" West (W), parallel to the South line of said NW 1/4 - SW 1/4, 200.00 feet to a 2" iron pipe;
2. Thence North (N) 0°-16'-17" West (W), parallel to the East line of said NW 1/4 - SW 1/4, 126.00 feet to a 2" iron pipe;

3. Thence South (S) 88°-46'-00" West (W), parallel to the South line, of said NW 1/4 - SW 1/4, 212.69 feet to a 2" iron pipe;
4. Thence North (N) 24°-48' East (E) 636.31 feet to a 2" iron pipe;
5. Thence South (S) 89°-22' 35" East (E), parallel to the North line of said NW 1/4 - SW 1/4, 143.01 feet to a 3/4" iron rod on the East line of said NW 1/4 - SW 1/4;
6. Thence South (S) 0°-16'-17" East (E), along the East line of said NW 1/4 - SW 1/4, 693.20 feet to the point of beginning and containing 4.21 acres of land more or less.

Airport property as described in Document Number 151441, Recorded in Volume 260, Page 428:

A parcel of land located in the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section Thirteen (13), Township Forty-one (41) North, Range Nine (9) West, more particularly described as follows: Commencing at a 2 inch iron pipe at the Southwest corner of said Section; thence S 89°28'59"E, along the South line of said Section 1311.96 feet to the Southeast corner of the SW1/4 SW1/4 of said Section; thence N 0°01'07"E, along the East line of the SW1/4 SW1/4 1325.21 feet to a 1 inch pipe at the Southeast corner of said NW1/4 SW1/4; thence N 0°16'17"W, along the East line of said NW1/4 SW1/4 1108.20 feet to a 3/4" iron rod and the point of beginning; Thence N 89°22'35"W, parallel to the North line of said NW1/4 SW1/4, 208.00 feet to a 2" iron pipe; thence N 0°16'17"W, parallel to the East line of the NW1/4 SW1/4 104.00 feet to a 2" iron pipe; thence S 89°22'35"E, parallel to the North line of said NW1/4 SW1/4 208.00 feet to a 3/4" iron pipe on the East line of said NW1/4 SW1/4; thence S 0°16'17"E, along the East line of said NW1/4 SW1/4, 104.0 feet to the point of beginning and containing 0.49 acres of land more or less.

Airport property as described in Document Number 141073 Recorded in Volume 238, Pages 82-83:

A parcel of land located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section Thirteen (13), Township Forty-one (41) North, Range Nine (9) West more particularly described as follows: Commencing at the South One-quarter corner of said Section; thence North 0° 41' 04" West along the North-South quarter line 1,320.18 feet to a 2" iron pipe at the Southeast corner of said Northeast Quarter of the Southwest Quarter and the point of beginning; thence North 89° 15' 00" West along the South line of said Northeast Quarter of the Southwest Quarter 1,295.81 feet to a 1" iron, pipe on the Northeast-Southwest runway center line extended from the Hayward Municipal Airport and at the Southwest corner of said Northeast Quarter of the Southwest Quarter; thence North 0° 16' 17" West along the West line, of said Northeast Quarter of the Southwest Quarter 1,316.20 feet to a 3/4" iron rod at the Northwest corner of said Northeast Quarter of the Southwest Quarter; thence South 89° 25' 08" East along the North line of said Northeast Quarter of the Southwest Quarter 611.52 feet to a 2" iron pipe on the said Northeast-Southwest runway centerline extended; thence continuing South 89° 25' 08" East 674.71 feet to a 2" iron pipe at the Northeast corner of said Northeast Quarter of the Southwest Quarter; thence South 0° 41' 04" East along the East line of said Northeast Quarter of the Southwest Quarter, 1,320.19 feet to the point of beginning and containing 39.05 acres of land more or less.

Also a parcel of land located in the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section Thirteen (13), Township Forty-one (41) North, Range Nine (9) West, more particularly described as follows: Commencing at the South One-quarter corner of said Section; thence North 0° 41' 04" West along the North-South one-quarter line 2,640.37 feet to a 2" iron pipe at the Southeast corner of said Southeast Quarter of the Northwest Quarter and the Point of beginning; thence North 89° 25' 08" West along the South line of said Southeast Quarter of the Northwest Quarter 674.71 feet to a 2" iron pipe on the Northeast-Southwest runway center line extended from the Hayward Municipal Airport; thence continuing North 89° 25' 08" West 611.52 feet to a 3/4" iron rod at the Southwest corner of said Southeast Quarter of the Northwest Quarter; thence North 0° 16' 17" West along the West line of said Southeast Quarter of the Northwest Quarter 78.32 feet to a 3/4" iron rod; thence North 27° 59' 54" East 1,398.68 feet to a 2" iron pipe on the North line of said Southeast Quarter of the Northwest Quarter; thence South 89° 21' 58" East along the North line of said Southeast Quarter of the Northwest Quarter 562.06 feet to a 2" iron pipe on the said Northeast-Southwest runway centerline extended; thence continuing South 89° 21' 58" East 52.12 feet to a 2" iron pipe at the Northeast corner of said Southeast Quarter of the Northwest Quarter; thence South 0° 41' 04" East along the East line of said Southeast Quarter of the Northwest Quarter, 1319.62 feet to the point of beginning and containing 29.38 acres of land more or less.

Airport Acquisition Parcel 17 Document No. 384944:

Part of the Northeast Quarter of the Southeast Quarter of Section 23, Township 41 North, Range 9 West, Town of Hayward, Sawyer County, Wisconsin, bounded and described as follows:

The North 150 feet of that part of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section Twenty-three (23) Township Forty-one (41) North, Range Nine (9) West, lying West of the town road. More particularly described are follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 23; thence North 88 degrees 19 minutes 44 seconds West along the north line of the Northeast Quarter of the Southeast Quarter of said Section 23, a distance of 919.46 feet to the centerline of Airport Road and the point of beginning of the land being described; thence South 09 degrees 15 minutes 19 seconds West along said centerline 44.96 feet; thence southerly a distance of 56.84 feet along said centerline, being a tangential curve, concave to the east, having a radius of 388.36 feet and a central angle of 08 degrees 23 minutes 10 seconds; thence South 00 degrees 52 minutes 09 seconds West along said centerline, tangent to said curve, 48.75 feet to a line parallel with and 150 feet south of the north line of said Northeast Quarter of the Southeast Quarter of Section 23; thence North 88 degrees 19 minutes 44 seconds West along said line 207 feet, more or less, to the Namekagon River, thence Northwesterly along the Namekagon River to the north line of said Northeast Quarter of the Southeast Quarter of Section 23; thence South 88 degrees 19 minutes 44 seconds East along said north line 333 feet, more or less, to the point of beginning.

Airport Acquisition Parcel 21 Document No. 385198:

Part of the NW 1/4 of the SW 1/4 of Section 13 Township 41 North, Range 9 West, more particularly described as Outlot 1 in Certified Survey Map No. 7887 recorded in Volume 32 of Certified Survey Maps, Pages 232-234.

Airport Acquisition Parcel 22 Document No. 384884:

Part of the SW 1/4 of the NW 1/4 and NW 1/4 of the SW 1/4 of Section 13 Township 41 North, Range 9 West, more particularly described as Outlot 1 in Certified Survey Map No. 7888 recorded in Volume 32 of Certified Survey Maps, Pages 235-237.

Airport Acquisition Parcel 23 Document No 385104:

That part of the Southeast Quarter of the Northwest Quarter of Section 13, Township 41 North, Range 9 West, Town of Hayward, Sawyer County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southwest Quarter of the Northwest Quarter of said Section 13; thence South 89 degrees 09 minutes 18 seconds East along the south line of said Southwest Quarter of the Northwest Quarter a distance of 1309.86 feet to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 13 and the Southwest corner of a parcel described in Volume 238, Page 82; thence North 00 degrees 22 minutes 47 seconds West (recorded as North 00 degrees 16 minutes 17 seconds West) along the most westerly line of said parcel described in Volume 238, Page 82 and the west line of said Southeast Quarter of the Northwest Quarter a distance of 47.02 feet (recorded as 78.32 feet) to a corner on the west line of said parcel described in Volume 238, Page 82 and the point of beginning of the land being described; thence North 28 degrees 15 minutes 00 seconds East (recorded as North 27 degrees 59 minutes 54 seconds East) along the northwesterly line of said parcel described in Volume 238, Page 82, a distance of 1432.71 feet (recorded as 1398.68 feet) to the north line of said Southeast Quarter of the Northwest Quarter; thence North 89 degrees 07 minutes 36 seconds West along said north line a distance of 228.38 feet; thence South 16 degrees 28 minutes 35 seconds West a distance of 150.36 feet; thence South 28 degrees 19 minutes 09 seconds West a distance of 721.19 feet; thence South 89 degrees 20 minutes 20 seconds West a distance of 68.23 feet to the west line of said Southeast Quarter of the Northwest Quarter; thence South 00 degrees 22 minutes 47 seconds East along said west line a distance of 485.70 feet to the point of beginning.

Airport Acquisition Parcel 35 Document Number 385225:

Part of the NE 1/4 of the SE 1/4 and SE 1/4 of the SE 1/4 of Section 23, Township 41 North, of Range 9 West, more particularly described as Outlot 1 in Certified Survey Map No. 7890 recorded in Volume 32 of Certified Survey Maps, Pages 240-242.

Airport Acquisition Parcel 39 Document Number 384886:

Part of the NE 1/4 of the NE 1/4 of Section 23, Township 41 North, of Range 9 West, more particularly described as Outlot 1 in Certified Survey Map No. 7891 recorded in Volume 32 of Certified Survey Maps, Pages 243-246.

Airport Acquisition Parcel 40 Document Number 385659:

Part of the NE ¼ of the NE ¼ of Section 23, Township 41 North, of Range 9 West, Town of Hayward, Sawyer County, Wisconsin, more particularly described as Outlot 1 in Certified Survey Map No. 7899 recorded in Volume 32 of Certified Survey Maps, Pages 265-267, as filed in office of Register of Deeds, Sawyer County, Wisconsin.

AIRPORT ROAD RIGHT OF WAY EASEMENT LEGAL DESCRIPTION

Of Outlot 1 of Certified Survey Map No. 7888 recorded in Volume 32 on Page 235 and Outlot 1 of Certified Survey Map No. 7887, recorded in Volume 32 of Certified Survey Maps on Page 232 being a part of Southwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4, of a parcel of land described in Document No. 385198 and a part of parcels of land described in Document No. 137365, 141216, 141220, 151441 and 384884 being a part of the Northwest 1/4 of the Southwest 1/4; a part of a parcel of land described in Document No. 384884 being a part of the Southwest 1/4 of the Northwest 1/4; a part of parcels of land described in Document No. 130929 being a part of Southwest 1/4 of the Southwest 1/4; a part of parcels of land described in Document No. 141073 and 385104 being a part of Southeast 1/4 of the Northwest 1/4 and a part of a parcel of land described in Document No. 141073 being a part of the Northeast 1/4 of the Southwest 1/4 all of Section 13; Of part of Outlot 1 of Certified Survey Map No. 7891 recorded in Volume 32 of Certified Survey Maps on page 243 and and part of Outlot 1 of Certified Survey Map No. 7899 recorded in Volume 32 of Certified Survey Maps on page 265, a part of parcels of land described in Document No. 385659 and 384886 being a part of the Northeast 1/4 - Northeast 1/4; a part of a parcel of land described in Document No. 130929 being a part of the Southeast 1/4 of the Northeast 1/4; Of Outlot 1 of Certified Survey Map No. 7890 recorded in Volume 32 of Certified Survey Maps on page 240, being a part of the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 - Southeast 1/4; Of part of parcels of land described in Document No. 384944, 385225 and 142783 being part of the Northeast 1/4 of the Southeast 1/4; Of part of parcels of land described in Document No. 142783 and 385225 being a part of the Southeast 1/4 of the Southeast 1/4 all of Section 23; Of a part of a parcel of land described in Document No. 130929 being a part of the Northwest 1/4 - Northwest 1/4 of Section 24 all of Township 41 North, Range 9 West, Town of Hayward, Sawyer County, Wisconsin more particularly described as follows:

Commencing at the South 1/4 corner of Section 23, Township 41 North, Range 9 West, Sawyer County, Wisconsin; Thence South 88°48'38" East along the South line of said Southwest 1/4 of the Southeast 1/4 of Section 23, 1312.61 feet to the East line of said Southwest 1/4 of the Southeast of Section 23; Thence North 0°02'47" West along said East line of the Southwest 1/4 of the Southeast 1/4, 640.60 feet to the South line of said parcel of land described in Document No. 142783, which is the point of beginning of said road easement; Thence continuing North 0°02'47" West along said East line of the Southwest 1/4 of the Southeast 1/4, 641.58 feet to the West right of way line of Airport Road and the beginning of a non-tangential curve to the right; Thence along said West right of way line 133.05 feet along the arc of said curve, said curve having a radius of 1033.00 feet, a central angle of 7°22'48" and a chord that bears North 08°00'45" East for a distance of 132.96 feet; Thence North 11°42'08" East along said West right of way line, 1078.11 feet to the beginning of a tangential curve to the left; Thence along said West right of way line 123.95 feet along the arc of said curve, said curve having a radius of 467.00 feet, a central angle of 15°12'28" and a chord that bears North 04°05'54" East for a distance of 123.59 feet to the beginning of a tangential curve to the right; Thence along said West right of way line 265.25 feet along the arc of said curve, said curve having a radius of 533.00 feet, a central angle of 28°30'50" and a chord that bears North 10°45'05" East for a distance of 262.52 feet, Thence North 25°00'30" East along said West right of way line, 2256.89 feet to the beginning of a tangential curve to the left; Thence along said West right of way 193.06 feet along the arc of said curve, said curve having a radius of 437.00 feet, a central angle of 25°18'46" and a chord that bears North 12°21'07" East for a distance of 191.50 feet; Thence North 0°18'16" West along said West right of way line, 8.91 feet to the East line of said Lot 1 of Certified Survey Map No. 7899; Thence North 89°48'28" East along said East line of Lot 1, 22.49 feet to the East line of said Northeast 1/4 of the Northeast 1/4 of said Section 23; Thence North 0°00'33" East along said East line of the Northeast 1/4 of the Northeast 1/4 of said Section 23, 133.26 feet to the Southwest Corner of said Section 13; Thence North 0°06'30" West along the West line of said Southwest 1/4 of the Southwest 1/4 of Section 13, 1054.90 feet to said West right of way line of Airport Road and the beginning of a non-tangential curve to the right; Thence along said West right of way line 116.48 feet along the arc of said curve, said curve having a radius of 188.00 feet, a central angle of 35°29'57" and a chord that bears North 47°06'34" East for a distance of 114.63 feet; Thence North 64°51'33" East along said West right of way line, 66.71 feet to the beginning of a tangential curve to the left; Thence along said West right of Way line 92.39 feet along the arc of said curve, said curve having a radius of 626.00 feet, a central angle of 8°27'21" and a chord that bears North 60°37'52" East for a distance of 92.30 feet; Thence North 56°24'12" East along said West right of way line, 142.52 feet to the beginning of a non-tangential curve to the right; Thence 60.96 feet along the arc of said curve and said West right of way line, said curve having a radius of 329.00 feet, a central angle of 10°36'58" and chord that bears North 61°42'41" East for a distance of 60.87 feet to the North line of said Southwest 1/4 of the Southwest 1/4 of Section 13; Thence South 89°13'45" East along said North line of the Southwest 1/4 of the Southwest 1/4, 167.64 feet to the West line of said Outlot 1 of Certified Survey Map No. 7887; Thence North 0°06'37" West along said West line of Outlot 1, 28.39 feet to said West right of way line of Airport Road; Thence North 89°57'28" East along said West right of way line, 13.32 feet to the beginning of a tangential curve

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to the left; Thence along said West right of way line 152.55 feet along the arc of said curve, said curve having a radius of 167.00 feet, a central angle of 52°20'18" and a chord that bears North 63°47'19" East for a distance of 147.30 feet to East line of said Outlot 1 of Certified Survey Map No. 7887 and the beginning of a tangential curve to the left; Thence along said West right of way line 36.76 feet along the arc of said curve, said curve having a radius of 167.00 feet, a central angle of 12°36'44" and a chord that bears North 31°18'48" East for a distance of 36.69 feet; Thence North 25°00'26" East along said West right of way line, 1204.16 feet to the beginning of a tangential curve to the left; Thence along said West right of way line 202.28 feet along the arc of said curve, said curve having a radius of 437.00 feet, a central angle of 26°31'17" and chord that bears North 11°44'47" East for a distance of 200.48 feet; Thence North 01°30'51" West along said West right of way line, 36.56 feet to the North line of said Outlot 1 of Certified Survey Map No. 7888; Thence North 89°29'34" East along said North line of Outlot 1, 11.76 feet to the East line of said Outlot 1 of Certified Survey Map No. 7888; Thence South 0°34'57" East along said East line of Outlot 1, 140.90 feet to the North line of said Northwest 1/4 of the Southwest 1/4 of Section 13; Thence South 89°09'22" East along said North line of the Northwest 1/4 of the Southwest 1/4, 16.00 feet to the West line of said Southeast 1/4 of the Northwest 1/4 of Section 13; Thence North 0°22'52" West along said West line of the Southeast 1/4 of the Northwest 1/4, 532.74 feet to the West line of said parcel of land described in Document No. 385104; Thence North 89°21'53" East along said West line of Document No. 385104, 30.83 feet to the East right of way line of Airport Road and the beginning of a non-tangential curve to the left; Thence along said East right of way line 155.95 feet along the arc of said curve, said curve having a radius of 15,123.05 feet, a central angle of 0°35'27" and a chord that bears South 01°13'07" East for a distance of 155.95 feet; Thence South 01°30'51" East along said East right of way line, 271.03 feet to the beginning of a tangential curve to the right; Thence along said East right of way line 232.83 feet along the arc of said curve, said curve having a radius of 503.00 feet, a central angle of 26°31'17" and a chord that bears South 11°44'47" West for a distance of 230.76 feet; Thence South 25°00'26" West along said East right of way line, 1204.16 feet to the beginning of a tangential curve to the right; Thence along said East right of way line 264.13 feet along the arc of said curve, said curve having a radius of 233.00 feet, a central angle of 64°57'02" and a chord that bears South 57°28'57" West for a distance of 250.21 feet; Thence South 89°57'28" West along said East right of way line, 52.69 feet to the beginning of a tangential curve to the left; Thence along said East right of way line 154.02 feet along the arc of said curve, said curve having a radius of 263.00 feet, a central angle of 33°33'16" and chord that bears South 73°10'50" West for a distance of 151.83 feet; Thence South 56°24'12" West along said East right of way line, 142.52 feet to the beginning of a tangential curve to the right; Thence along said East right of way line 102.13 feet along the arc of said curve, said curve having a radius of 692.00 feet, a central angle of 08°27'21" and chord that bears South 60°37'52" West for a distance of 102.03 feet; Thence South 64°51'33" West along said East right of way line, 66.71 feet to the to the beginning of a tangential curve to the left; Thence along said East right of way line 140.34 feet along the arc of said curve, said curve having a radius of 122.00 feet, a central angle of 65°54'34" and chord that bears South 31°54'16" West for a distance of 132.73 feet; Thence South 01°03'01" East along said East right of way line, 235.77 feet to the beginning of a tangential curve to the right; Thence along said East right of way line 55.53 feet along the arc of said curve, said curve having a radius of 2633.00 feet, a central angle of 01°12'30" and chord that bears South 0°26'46" East for a distance of 55.53 feet; Thence South 0°09'28" West along said East right of way line, 669.75 feet to the North line of said Northwest 1/4 of the Northwest 1/4 of said Section 13; Thence South 0°18'16" East along said East right of way line, 141.37 feet to the beginning of a tangential curve to the right; Thence along said East right of way line 222.22 feet along the arc of said curve, said curve having a radius of 503.00 feet, a central angle of 25°18'46" and chord that bears South 12°21'07" West for a distance of 220.42 feet; Thence South 25°00'30" West along said East right of way line, 2256.89 feet to the beginning of a tangential curve to the left; Thence along said East right of way line 232.41 feet along the arc of said curve, said curve having a radius of 467.00 feet, a central angle of 28°30'50" and chord that bears South 10°45'05" West for a distance of 230.02 feet to the beginning of a tangential curve to the right; Thence along said East right of way line 141.47 feet along the arc of said curve, said curve having a radius of 533.00 feet, a central angle of 15°12'28" and chord that bears South 04°05'54" West for a distance of 141.06 feet; Thence South 11°42'08" West along said East right of way line, 1078.11 feet to the beginning of a tangential curve to the left; Thence along said East right of way line 124.32 feet along the arc of said curve, said curve having a radius of 967.00 feet, a central angle of 07°21'57" and chord that bears South 08°01'10" West for a distance of 124.23 feet; Thence South 04°20'11" West along said East right of way line, 17.37 feet to the beginning of a tangential curve to the left; Thence along said East right of way line 48.59 feet along the arc of said curve, said curve having a radius of 1171.00 feet, a central angle of 02°22'38" and chord that bears South 03°08'52" West for a distance of 48.58 feet; Thence South 01°57'33" West along said East right of way line, 460.06 feet to the beginning of a tangential curve to the left; Thence along said East right of way line 49.58 feet along the arc of said curve, said curve having a radius of 3823.00 feet, a central angle of 0°44'35" and chord that bears South 01°35'16" West for a distance of 49.58 feet; Thence South 01°12'58" West along said East right of way line, 62.74 feet to said South line of Document No. 142783; Thence North 88°34'22" West along said South line, 42.91 feet to the point of beginning of said easement.

That the above described easement contains 514,346 square feet or 11.808 acres, more or less;

That said easement is subject to all easements, restrictions and right-of-ways of record; including Airport Road right of way per Highway Order Document Number 387701 and Namekagon Lane right of way easement per Document No. 142365.

Airport Sawyer County Airport
Project AIP 3-55-0027-05

This instrument was drafted by
Nathan J. Wincentsen, PLS
Riverside Land Surveying, LLC

Parcel No. NA

**ADDENDUM A
ROAD EASEMENT CONDITIONS**

The **GRANTOR** is the owner and operator of the Sawyer County Airport, situated in the County of Sawyer, State of Wisconsin, and is obligated to meet standards established by the Federal Aviation Administration relating to airport safety and the protection of aircraft landing and taking off from said airport. In order to meet those standards, the **GRANTEE** agrees to limit its easement rights on the easement areas hereinbefore referred to in the manner described below:

1. **Entry to Premises:** The **GRANTEE** agrees to not bring any vehicle or other equipment into, nor conduct repairs, maintenance or other operations within the boundaries of the airport property, except at such times as may be designated for such purposes by the **GRANTOR**. The **GRANTOR** shall not unreasonably refuse to designate such times, and such times so designated shall be those reasonably related to the unobstructed taking off, landing and flight of the aircraft. Notwithstanding any other provision in this paragraph, however, the **GRANTEE** may upon notification to the **GRANTOR**, enter, bring any vehicle and equipment into and conduct repair, maintenance, and other operations within said easement area in the event of an emergency situation arising with respect to said facility.
2. **Airport Operations:** The **GRANTEE** expressly agrees for itself, its successors and assigns, to prevent any use of said easement lands which will interfere with or adversely affect the operation or maintenance of the airport.
3. **Aircraft Interference:** The **GRANTEE** will not permit or suffer the use of said easement lands as to create any electrical or electronic interference with radio communications between any air navigational or aviation communications installation upon or in the vicinity of the airport property and aircraft, or as to make it difficult for an aircraft pilot to distinguish between airport lights and others, or as to otherwise impair an aircraft pilot's visual perception in the vicinity of the airport or as otherwise to endanger the landing, taking off, or maneuvering of aircraft in the vicinity of said airport property.
4. **Above Surface Objects:** The **GRANTEE** agrees that so long as the underlying airport property is used for airport purposes, no poles, surface markers or surface structures of any kind shall be placed upon airport property, and the **GRANTEE** agrees to not replace or relocate any existing facilities within the easement area without the prior written approval of the **GRANTOR**, it being understood and agreed, however, that such approval shall not be unreasonably withheld. Equipment may not encroach into protected airspace except in emergencies.
5. **Preservation of Property:** The **GRANTEE** agrees, upon placing the intended roadway within the easement area, to restore the easement lands to its "as is" condition including: replacement of ground cover, terrain shape and contours, drainage pattern and vegetation. The **GRANTEE** further agrees to pay the costs of any damage to property, including crops that occurs with the exercise of these easement rights.
6. **Relocation of Roadway:** Any improvements on said easement lands shall be constructed and maintained at no cost to the **GRANTOR** or the Federal Aviation Administration. Should the facility in said easement area require relocation, the same shall be done with no cost to the **GRANTOR** or the Federal Aviation Administration. New or replacement facilities shall not exceed the height of existing structures.
7. **Hold Harmless:** The **GRANTEE** releases the **GRANTOR** from all debts, claims, demands, damages, actions and cause of action whatsoever which may result from said easement heretofore granted by the **GRANTOR**, and further agrees to hold the **GRANTOR** free and harmless from any claim for damages which may be made by reason of damages or injury to persons or property connected therewith.
8. **Agents or GRANTEE:** The **GRANTEE** agrees to cause its agents, assigns, construction contractors or others entering the subject lands to comply with the above conditions.
9. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors and assigns of the parties, that these covenants and agreements shall run with the land, and that for the purposes of this instrument, the real estate described in this easement and owned by the **GRANTOR** shall be the servient tenement, and the **GRANTEE** shall be dominant tenement.

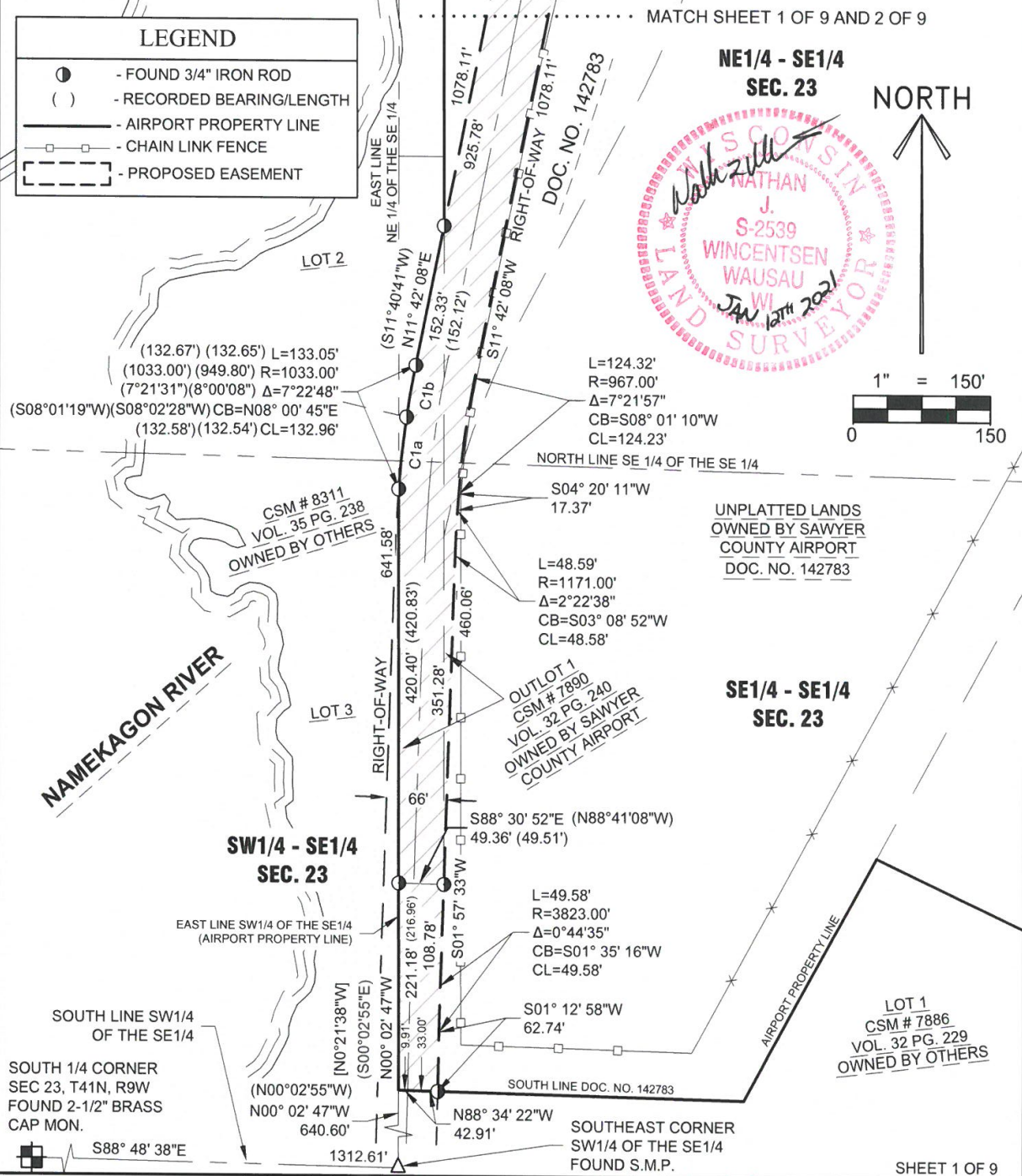
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CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1a	76.76' (76.43')	1033.00' (1033.00') (949.80')	4°15'27" (4°36'38")	N06° 27' 04"E (S06° 20' 43"W)	76.74' (76.41')
C1b	56.29' (56.22')	1033.00' (1033.00') (949.80')	3°07'21" (3°23'29")	N10° 08' 28"E (S10° 20' 47"W)	56.29' (56.21')

- NOTES:
- 1.) BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 9 WEST, MEASURED TO BEAR S88° 48' 38"E.
- 2.) THE LOCATION OF THE PROPOSED EASEMENT IS BASED ON HIGHWAY ORDER DOCUMENT No. 387701.

LEGEND	
●	- FOUND 3/4" IRON ROD
()	- RECORDED BEARING/LENGTH
—	- AIRPORT PROPERTY LINE
—○—	- CHAIN LINK FENCE
- - -	- PROPOSED EASEMENT





RIVERSIDE LAND SURVEYING LLC
5310 WILLOW STREET, WESTON, WI 54476 PH 715-241-7500 - FAX 715-355-6894
email - mail@riversidelandsurveying.com

DRAWN BY S.M.H.	DATE AUGUST 31, 2020
CHECKED BY N.J.W.	PROJECT NO. 3217
PREPARED FOR: BECHER HOPPE ASSOCIATES	

AIRPORT ROAD EASEMENT EXHIBIT MAP

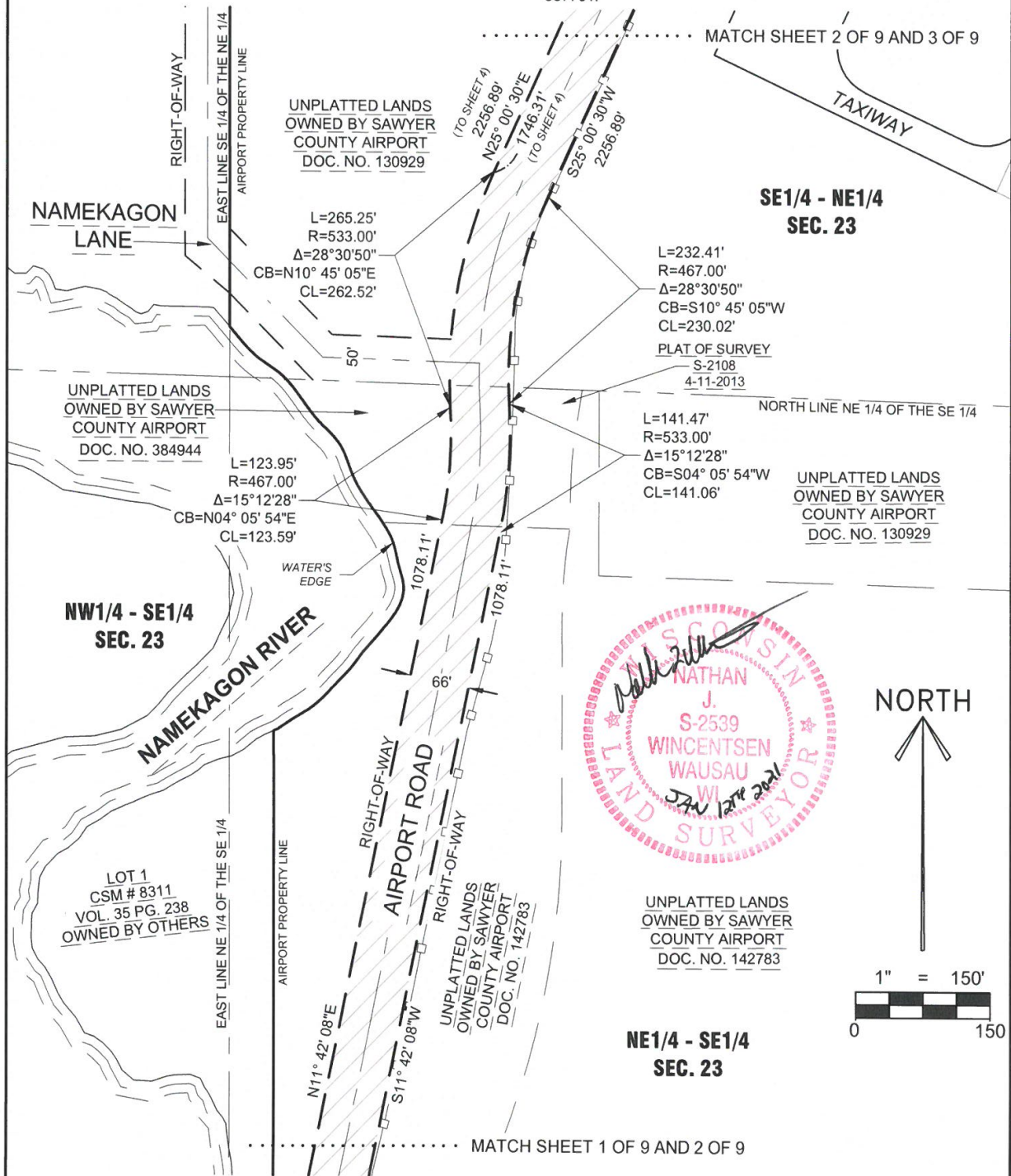
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LEGEND

-  - AIRPORT PROPERTY LINE
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 - WOVEN WIRE FENCE

NOTES:

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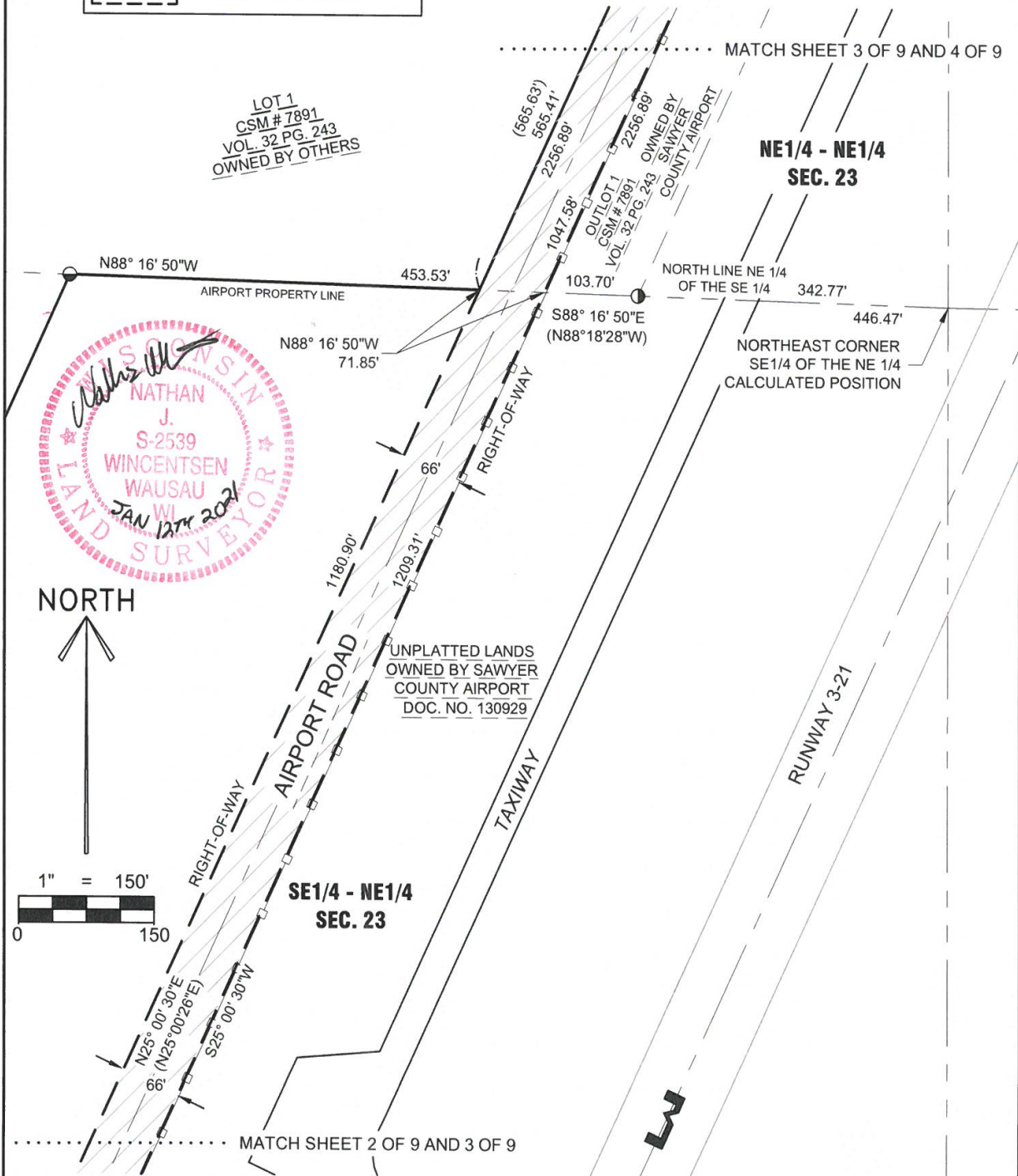
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LEGEND	
⦿	- FOUND 3/4" IRON ROD
●	- FOUND 1-1/4" O.D. IRON PIPE
()	- RECORDED BEARING/LENGTH
—	- AIRPORT PROPERTY LINE
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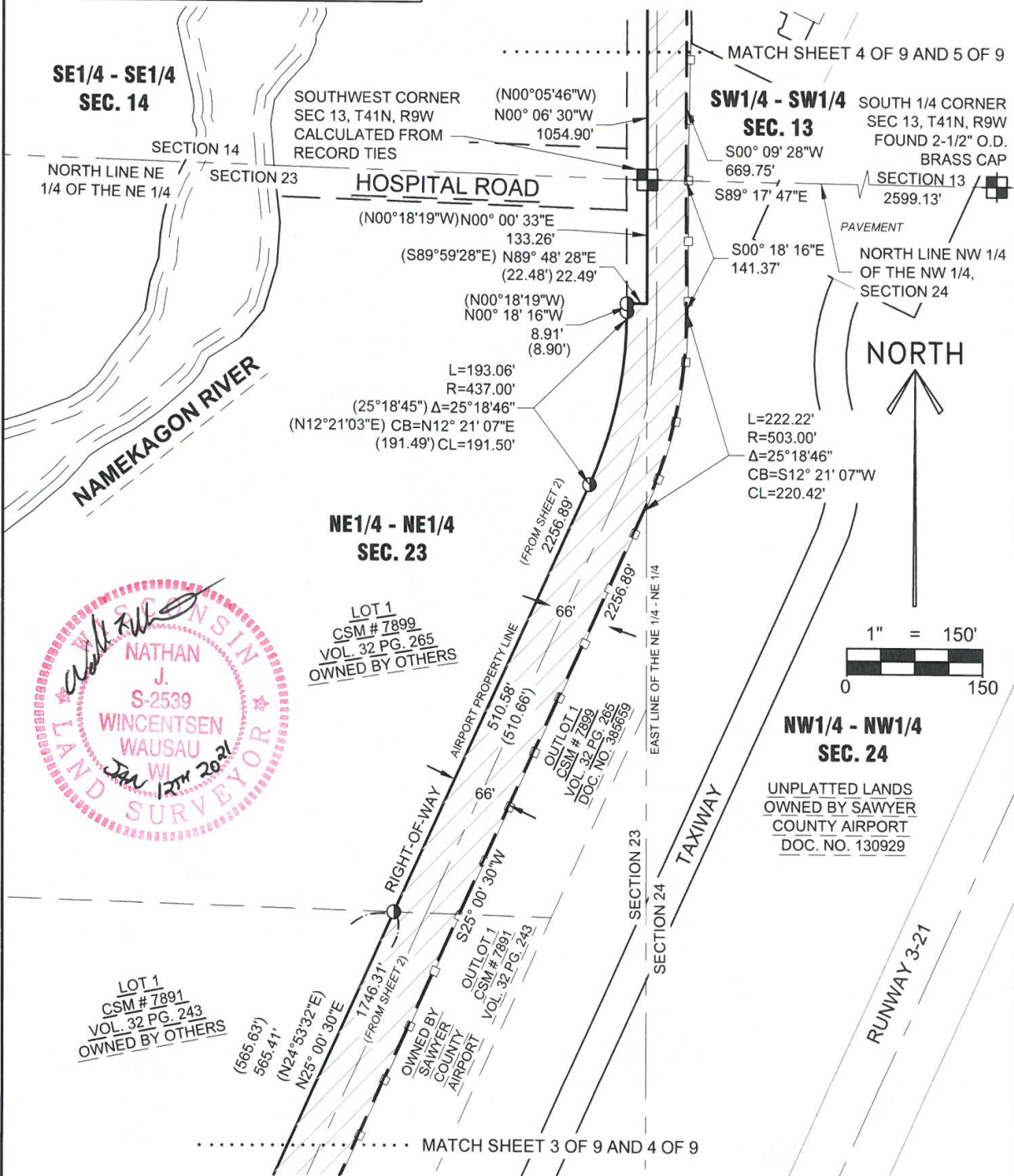
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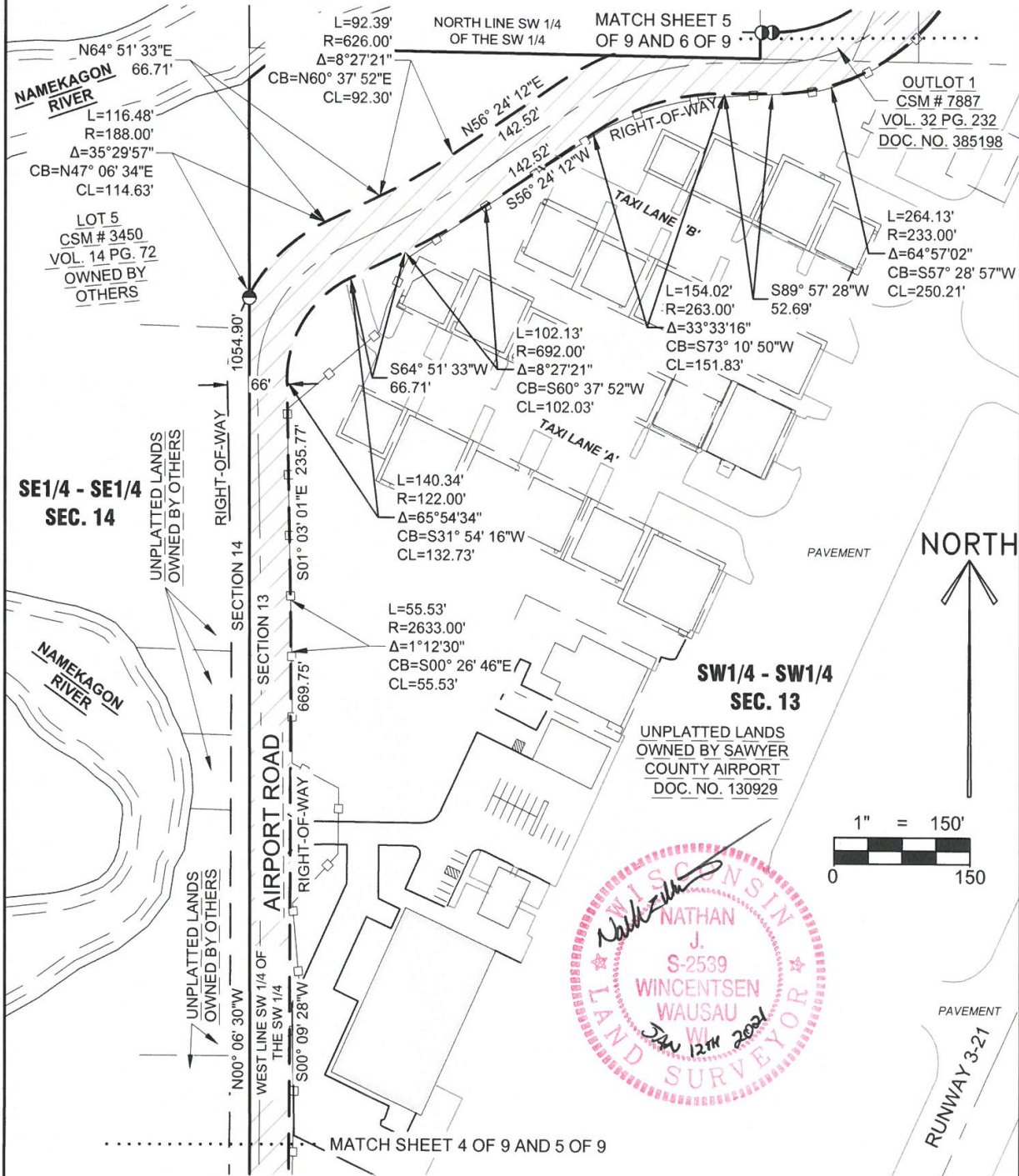
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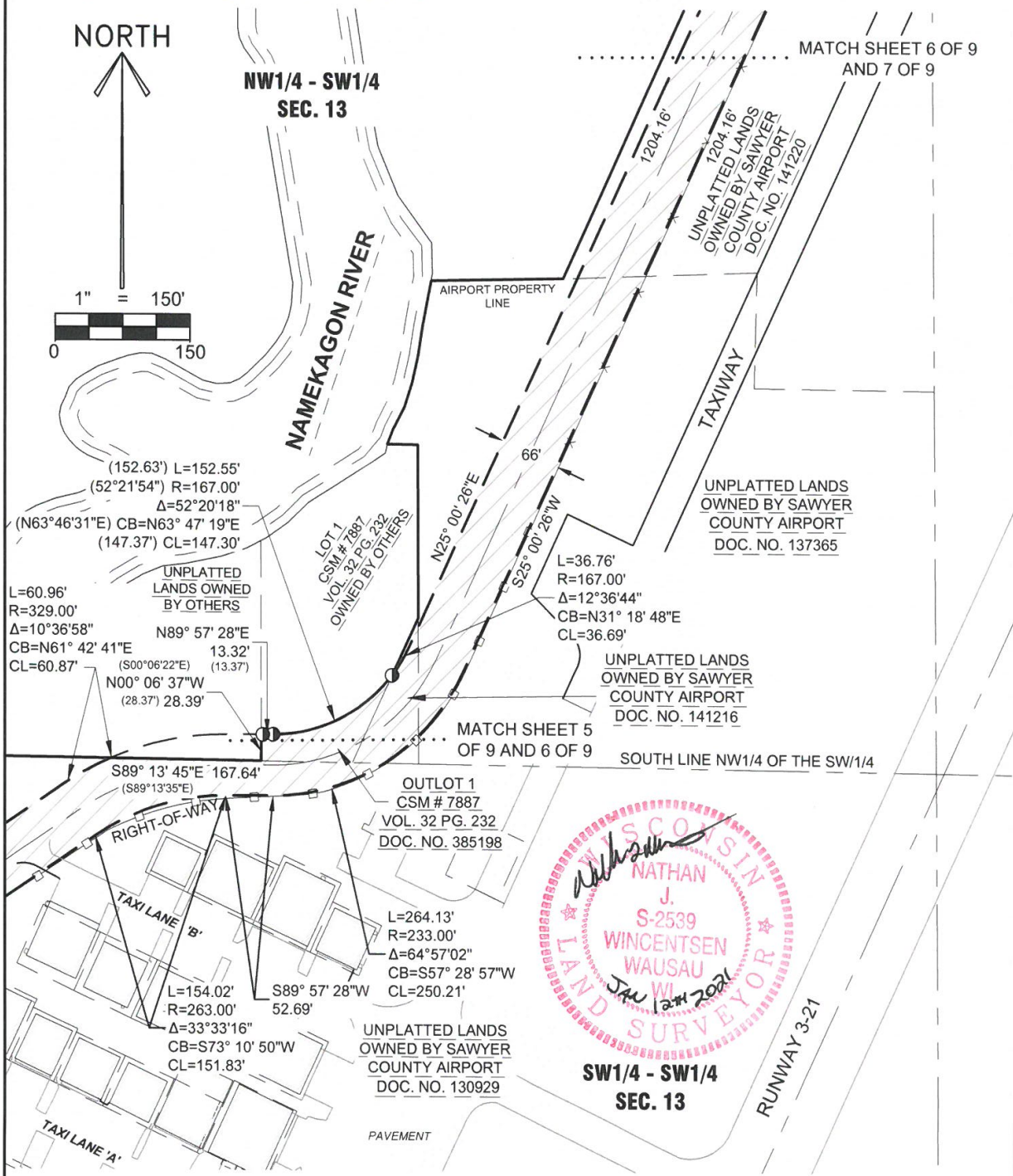
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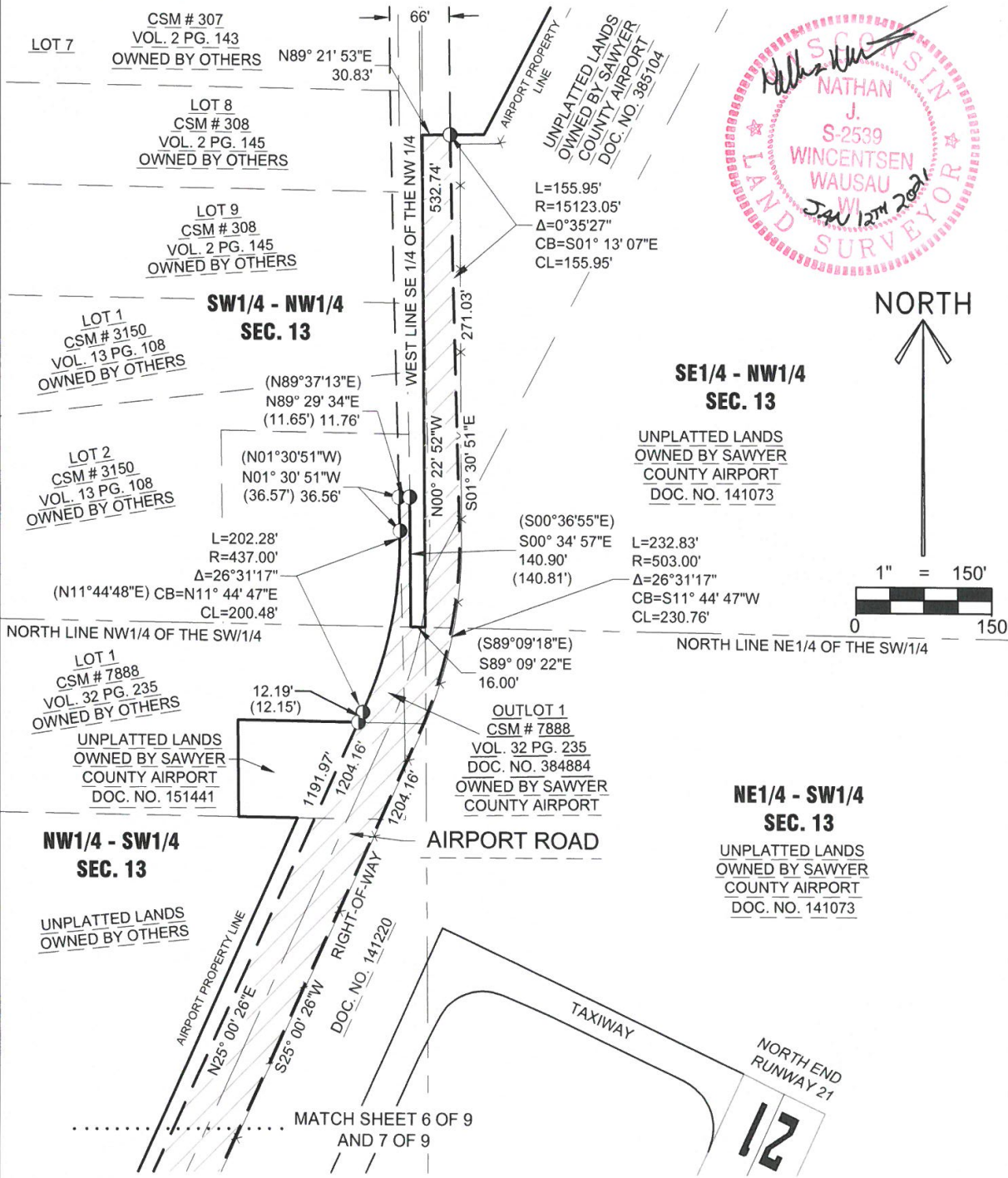
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AIRPORT ROAD EASEMENT EXHIBIT MAP

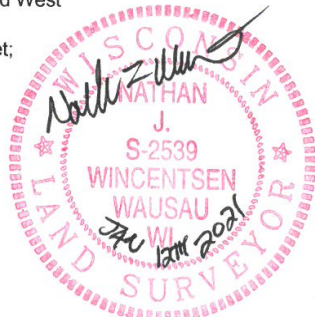
Of part of the NW 1/4 - SW 1/4 to include all of Outlot 1 of Certified Survey Map No. 7888 recorded in Volume 32 on Page 235 and all of Outlot 1 of Certified Survey Map No. 7887, recorded in Volume 32 of Certified Survey Maps on Page 232, part of SW 1/4 - SW 1/4, part of SW 1/4 - NW 1/4 to include all of said Outlot 1 of Certified Survey Map No. 7888 and part of SE 1/4 - NW 1/4 and NE 1/4 - SW 1/4 of Section 13; Of a part of the NE 1/4 - NE 1/4 to include all of Outlot 1 of Certified Survey Map No. 7891 recorded in Volume 32 of Certified Survey Maps on page 243 and and all of Outlot 1 of Certified Survey Map No. 7899 recorded in Volume 32 of Certified Survey Maps on page 265, part of the SE 1/4 - NE 1/4, part of the NE 1/4 - SE 1/4 to include all of Outlot 1 of Certified Survey Map No. 7890 recorded in Volume 32 of Certified Survey Maps on page 240, part of the SE 1/4 - SE 1/4 to include all of said Outlot 1 of Certified Survey Map No. 7890 all of Section 23; Of a part of the NW 1/4 - NW 1/4 of Section 24, all of Township 41 North, Range 9 West, Town of Hayward, Sawyer County, Wisconsin.

LEGAL DESCRIPTION

Of Outlot 1 of Certified Survey Map No. 7888 recorded in Volume 32 on Page 235 and Outlot 1 of Certified Survey Map No. 7887, recorded in Volume 32 of Certified Survey Maps on Page 232 being a part of Southwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4, of a parcel of land described in Document No. 385198 and a part of parcels of land described in Document No. 137365, 141216, 141220, 151441 and 384884 being a part of the Northwest 1/4 of the Southwest 1/4; a part of a parcel of land described in Document No. 384884 being a part of the Southwest 1/4 of the Northwest 1/4; a part of parcels of land described in Document No. 130929 being a part of Southwest 1/4 of the Southwest 1/4; a part of parcels of land described in Document No. 141073 and 385104 being a part of Southeast 1/4 of the Northwest 1/4 and a part of a parcel of land described in Document No. 141073 being a part of the Northeast 1/4 of the Southwest 1/4 all of Section 13; Of part of Outlot 1 of Certified Survey Map No. 7891 recorded in Volume 32 of Certified Survey Maps on page 243 and and part of Outlot 1 of Certified Survey Map No. 7899 recorded in Volume 32 of Certified Survey Maps on page 265, a part of parcels of land described in Document No. 385659 and 384886 being a part of the Northeast 1/4 - Northeast 1/4; a part of a parcel of land described in Document No. 130929 being a part of the Southeast 1/4 of the Northeast 1/4; Of Outlot 1 of Certified Survey Map No. 7890 recorded in Volume 32 of Certified Survey Maps on page 240, being a part of the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 - Southeast 1/4; Of part of parcels of land described in Document No. 384944, 385225 and 142783 being part of the Northeast 1/4 of the Southeast 1/4; Of part of parcels of land described in Document No. 142783 and 385225 being a part of the Southeast 1/4 of the Southeast 1/4 all of Section 23; Of a part of a parcel of land described in Document No. 130929 being a part of the Northwest 1/4 - Northwest 1/4 of Section 24 all of Township 41 North, Range 9 West, Town of Hayward, Sawyer County, Wisconsin more particularly described as follows:

Commencing at the South 1/4 corner of Section 23, Township 41 North, Range 9 West, Sawyer County, Wisconsin; Thence South 88°48'38" East along the South line of said Southwest 1/4 of the Southeast 1/4 of Section 23, 1312.61 feet to the East line of said Southwest 1/4 of the Southeast of Section 23; Thence North 0°02'47" West along said East line of the Southwest 1/4 of the Southeast 1/4, 640.60 feet to the South line of said parcel of land described in Document No. 142783, which is the point of beginning of said road easement; Thence continuing North 0°02'47" West along said East line of the Southwest 1/4 of the Southeast 1/4, 641.58 feet to the West right of way line of Airport Road and the beginning of a non-tangential curve to the right; Thence along said West right of way line 133.05 feet along the arc of said curve, said curve having a radius of 1033.00 feet, a central angle of 7°22'48" and a chord that bears North 08°00'45" East for a distance of 132.96 feet; Thence North 11°42'08" East along said West right of way line, 1078.11 feet to the beginning of a tangential curve to the left; Thence along said West right of way line 123.95 feet along the arc of said curve, said curve having a radius of 467.00 feet, a central angle of 15°12'28" and a chord that bears North 04°05'54" East for a distance of 123.59 feet to the beginning of a tangential curve to the right; Thence along said West right of way line 265.25 feet along the arc of said curve, said curve having a radius of 533.00 feet, a central angle of 28°30'50" and a chord that bears North 10°45'05" East for a distance of 262.52 feet, Thence North 25°00'30" East along said West right of way line, 2256.89 feet to the beginning of a tangential curve to the left; Thence along said West right of way 193.06 feet along the arc of said curve, said curve having a radius of 437.00 feet, a central angle of 25°18'46" and a chord that bears North 12°21'07" East for a distance of 191.50 feet; Thence North 0°18'16" West along said West right of way line, 8.91 feet to the East line of said Lot 1 of Certified Survey Map No. 7899; Thence North 89°48'28" East along said East line of Lot 1, 22.49 feet to the East line of said Northeast 1/4 of the Northeast 1/4 of said Section 23; Thence North 0°00'33" East along said East line of the Northeast 1/4 of the Northeast 1/4 of said Section 23, 133.26 feet to the Southwest Corner of said Section 13; Thence North 0°06'30" West along the West line of said Southwest 1/4 of the Southwest 1/4 of Section 13, 1054.90 feet to said West right of way line of Airport Road and the beginning of a non-tangential curve to the right; Thence along said West right of way line 116.48 feet along the arc of said curve, said curve having a radius of 188.00 feet, a central angle of 35°29'57" and a chord that bears North 47°06'34" East for a distance of 114.63 feet; Thence North 64°51'33" East along said West right of way line, 66.71 feet to the beginning of a tangential curve to the left; Thence along said West right of Way line 92.39 feet along the arc of said curve, said curve having a radius of 626.00 feet, a central angle of 8°27'21" and a chord that bears North 60°37'52" East for a distance of 92.30 feet; Thence North 56°24'12" East along said West right of way line, 142.52 feet to the beginning of a non-tangential curve to the right; Thence 60.96 feet along the arc of said curve and said West right of way line, said curve having a radius of 329.00 feet, a central angle of 10°36'58" and chord that bears North 61°42'41" East for a distance of 60.87 feet to the North line of said Southwest 1/4 of the Southwest 1/4 of Section 13; Thence South 89°13'45" East along said North line of the Southwest 1/4 of the Southwest 1/4, 167.64 feet to the West line of said Outlot 1 of Certified Survey Map No. 7887; Thence North 0°06'37" West along said West line of Outlot 1, 28.39 feet to said West right of way line of Airport Road; Thence North 89°57'28" East along said West right of way line, 13.32 feet to the beginning of a tangential curve to the left; Thence 152.55 feet along the arc of said curve and said West right of way line, said curve having a radius of 167.00 feet, a central angle of 52°20'18" and a chord that bears North 63°47'19" East for a distance of 147.30 feet to East line of said Outlot 1 of Certified Survey Map No. 7887 and the beginning of a tangential curve to the left; Thence along said West right of way line 36.76 feet along the arc of said curve, said curve having a radius of 167.00 feet, a central angle of 12°36'44" and a chord that bears North 31°18'48" East for a distance of 36.69 feet; Thence North 25°00'26" East along said West right of way line, 1204.16 feet to the beginning of a tangential curve to the left; Thence along said West right of way line 202.28 feet along the arc of said curve, said curve having a radius of 437.00 feet, a central angle of 26°31'17" and chord that bears North 11°44'47" East for a distance of 200.48 feet;

(SEE SHEET 9 OF 9 FOR CONTINUATION OF LEGAL DESCRIPTION)



SHEET 8 OF 9

 RIVERSIDE LAND SURVEYING LLC 5310 WILLOW STREET, WESTON, WI 54476 email - mail@riversidelandsurveying.com	DRAWN BY S.M.H.	DATE AUGUST 31, 2020
	CHECKED BY N.J.W.	PROJECT NO. 3217
	PREPARED FOR: BECHER HOPPE ASSOCIATES	

AIRPORT ROAD EASEMENT EXHIBIT MAP

Of part of the NW 1/4 - SW 1/4 to include all of Outlot 1 of Certified Survey Map No. 7888 recorded in Volume 32 on Page 235 and all of Outlot 1 of Certified Survey Map No. 7887, recorded in Volume 32 of Certified Survey Maps on Page 232, part of SW 1/4 - SW 1/4, part of SW 1/4 - NW 1/4 to include all of said Outlot 1 of Certified Survey Map No. 7888 and part of SE 1/4 - NW 1/4 and NE 1/4 - SW 1/4 of Section 13; Of a part of the NE 1/4 - NE 1/4 to include all of Outlot 1 of Certified Survey Map No. 7891 recorded in Volume 32 of Certified Survey Maps on page 243 and and all of Outlot 1 of Certified Survey Map No. 7899 recorded in Volume 32 of Certified Survey Maps on page 265, part of the SE 1/4 - NE 1/4, part of the NE 1/4 - SE 1/4 to include all of Outlot 1 of Certified Survey Map No. 7890 recorded in Volume 32 of Certified Survey Maps on page 240, part of the SE 1/4 - SE 1/4 to include all of said Outlot 1 of Certified Survey Map No. 7890 all of Section 23; Of a part of the NW 1/4 - NW 1/4 of Section 24, all of Township 41 North, Range 9 West, Town of Hayward, Sawyer County, Wisconsin.

Thence North 01°30'51" West along said West right of way line, 36.56 feet to the North line of said Outlot 1 of Certified Survey Map No. 7888; Thence North 89°29'34" East along said North line of Outlot 1, 11.76 feet to the East line of said Outlot 1 of Certified Survey Map No. 7888; Thence South 0°34'57" East along said East line of Outlot 1, 140.90 feet to the North line of said Northwest 1/4 of the Southwest 1/4 of Section 13; Thence South 89°09'22" East along said North line of the Northwest 1/4 of the Southwest 1/4, 16.00 feet to the West line of said Southeast 1/4 of the Northwest 1/4 of Section 13; Thence North 0°22'52" West along said West line of the Southeast 1/4 of the Northwest 1/4, 532.74 feet to the West line of said parcel of land described in Document No. 385104; Thence North 89°21'53" East along said West line of Document No. 385104, 30.83 feet to the East right of way line of Airport Road and the beginning of a non-tangential curve to the left; Thence along said East right of way line 155.95 feet along the arc of said curve, said curve having a radius of 15,123.05 feet, a central angle of 0°35'27" and a chord that bears South 01°13'07" East for a distance of 155.95 feet; Thence South 01°30'51" East along said East right of way line, 271.03 feet to the beginning of a tangential curve to the right; Thence along said East right of way line 232.83 feet along the arc of said curve, said curve having a radius of 503.00 feet, a central angle of 26°31'17" and a chord that bears South 11°44'47" West for a distance of 230.76 feet; Thence South 25°00'26" West along said East right of way line, 1204.16 feet to the beginning of a tangential curve to the right; Thence along said East right of way line 264.13 feet along the arc of said curve, said curve having a radius of 233.00 feet, a central angle of 64°57'02" and a chord that bears South 57°28'57" West for a distance of 250.21 feet; Thence South 89°57'28" West along said East right of way line, 52.69 feet to the beginning of a tangential curve to the left; Thence along said East right of way line 154.02 feet along the arc of said curve, said curve having a radius of 263.00 feet, a central angle of 33°33'16" and chord that bears South 73°10'50" West for a distance of 151.83 feet; Thence South 56°24'12" West along said East right of way line, 142.52 feet to the beginning of a tangential curve to the right; Thence along said East right of way line 102.13 feet along the arc of said curve, said curve having a radius of 692.00 feet, a central angle of 08°27'21" and chord that bears South 60°37'52" West for a distance of 102.03 feet; Thence South 64°51'33" West along said East right of way line, 66.71 feet to the beginning of a tangential curve to the left; Thence along said East right of way line 140.34 feet along the arc of said curve, said curve having a radius of 122.00 feet, a central angle of 65°54'34" and chord that bears South 31°54'16" West for a distance of 132.73 feet; Thence South 01°03'01" East along said East right of way line, 235.77 feet to the beginning of a tangential curve to the right; Thence along said East right of way line 55.53 feet along the arc of said curve, said curve having a radius of 2633.00 feet, a central angle of 01°12'30" and chord that bears South 0°26'46" East for a distance of 55.53 feet; Thence South 0°09'28" West along said East right of way line, 669.75 feet to the North line of said Northwest 1/4 of the Northwest 1/4 of said Section 13; Thence South 0°18'16" East along said East right of way line, 141.37 feet to the beginning of a tangential curve to the right; Thence along said East right of way line 222.22 feet along the arc of said curve, said curve having a radius of 503.00 feet, a central angle of 25°18'46" and chord that bears South 12°21'07" West for a distance of 220.42 feet; Thence South 25°00'30" West along said East right of way line, 2256.89 feet to the beginning of a tangential curve to the left; Thence along said East right of way line 232.41 feet along the arc of said curve, said curve having a radius of 467.00 feet, a central angle of 28°30'50" and chord that bears South 10°45'05" West for a distance of 230.02 feet to the beginning of a tangential curve to the right; Thence along said East right of way line 141.47 feet along the arc of said curve, said curve having a radius of 533.00 feet, a central angle of 15°12'28" and chord that bears South 04°05'54" West for a distance of 141.06 feet; Thence South 11°42'08" West along said East right of way line, 1078.11 feet to the beginning of a tangential curve to the left; Thence along said East right of way line 124.32 feet along the arc of said curve, said curve having a radius of 967.00 feet, a central angle of 07°21'57" and chord that bears South 08°01'10" West for a distance of 124.23 feet; Thence South 04°20'11" West along said East right of way line, 17.37 feet to the beginning of a tangential curve to the left; Thence along said East right of way line 48.59 feet along the arc of said curve, said curve having a radius of 1171.00 feet, a central angle of 02°22'38" and chord that bears South 03°08'52" West for a distance of 48.58 feet; Thence South 01°57'33" West along said East right of way line, 460.06 feet to the beginning of a tangential curve to the left; Thence along said East right of way line 49.58 feet along the arc of said curve, said curve having a radius of 3823.00 feet, a central angle of 0°44'35" and chord that bears South 01°35'16" West for a distance of 49.58 feet; Thence South 01°12'58" West along said East right of way line, 62.74 feet to said South line of Document No. 142783; Thence North 88°34'22" West along said South line, 42.91 feet to the point of beginning of said easement.

That the above described easement contains 514,346 square feet or 11.808 acres, more or less;

That said easement is subject to all easements, restrictions and right-of-ways of record; including Airport Road right of way per Highway Order Document Number 387701 and Namekagon Lane right of way easement per Document No. 142365.

SURVEYOR'S CERTIFICATE:

I, Nathan J. Wincentsen, Professional Land Surveyor S-2539, do hereby certify to the best of my knowledge and belief, that at the direction of the Wisconsin Bureau of Aeronautics (Agent) and the Sawyer County Airport, Owner of said lands, I have surveyed and mapped the easement described hereon. I further certify that said survey and map thereof are a correct and accurate representation of the centerline of said easement and that I have fully complied with the provisions of Wisconsin Administrative Code A-E7 in surveying and mapping said lands.

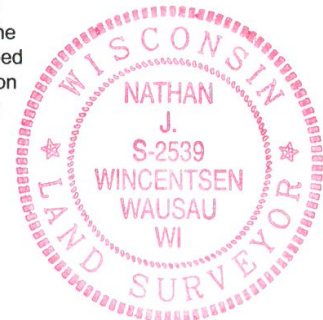
Dated this 12TH day of JANUARY 2021

Nathan J. Wincentsen

Riverside Land Surveying, LLC

Nathan J. Wincentsen

WI P.L.S. S-2539



SHEET 9 OF 9



RIVERSIDE LAND SURVEYING LLC

5310 WILLOW STREET, WESTON, WI 54476

PH 715-241-7500 - FAX 715-355-6894

email - mail@riversidelandsurveying.com

DRAWN BY
S.M.H.

DATE
AUGUST 31, 2020

CHECKED BY
N.J.W.

PROJECT NO.
3217

PREPARED FOR: BECHER HOPPE ASSOCIATES





HANGAR GROUND LEASE AGREEMENT

THIS HANGAR GROUND LEASE AGREEMENT (the "Lease") is made and entered into on the date indicated below, by and between Sawyer County, a political subdivision of the State of Wisconsin, ("Lessor"), and _____, a _____ ("Lessee"). Lessor and Lessee may be referred to herein in the singular as a "Party" or collectively as the "Parties."

WHEREAS, Lessor owns and operates an airport known as the Sawyer County Municipal Airport at Hayward, Wisconsin (the "Airport"), and said Lessee is desirous of leasing from Lessor a certain parcel of land (the "Leased Premises") on the Airport property, hereinafter more fully described; and

WHEREAS, there presently exists a hangar on the Leased Premises described as Hangar No. _____ (the "Hangar") and said Hangar is owned by Lessee; and

WHEREAS, Lessee will use the Leased Premises and existing Hangar for the purposes set forth in this Lease;

NOW, THEREFORE, for and in consideration of the rental charges, covenants and the agreements herein contained, Lessee does hereby hire, take and lease from Lessor and Lessor does hereby grant, demise and lease unto Lessee the following premises, rights and easements on and to the Airport upon the following terms and conditions:

1. Property Description. See attached Exhibit A of the Leased Premises.

2. Term and Extension. The term of this Lease shall be for a period of _____ (____) years commencing _____, 20____. Lessee shall have the right to renew this Lease for one additional successive _____ (____) year period under the same terms and conditions as set forth herein with the exception of the rent amount paid in Section 4 below, which shall be adjusted for inflation. Lessee shall provide Lessor six (6) months' notice in writing of Lessee's intent to extend the Lease term. In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Lease or upon termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Lease and shall be considered a month-to-month rental of the Leased Premises.

3. FBO Agreement-Hangar. Simultaneously with the execution of this Lease, the Parties have entered into an FBO Agreement-Hangar, a copy of which is attached hereto for reference as Exhibit B. The FBO Agreement-Hangar provides in part that Lessee may operate a Category IX, Aircraft Parking and Storage, as set forth in the Sawyer County Municipal Airport Minimum Standards and Procedures Ordinance (the "Minimum Standards Ordinance"), on the Leased Premises (the "Aeronautical Service"). The FBO Agreement-Hangar also provides that Lessee may terminate the FBO Agreement-Hangar, as described in Section 5(c) of the FBO Agreement-Hangar ("Termination Date"). Should Lessee terminate the FBO Agreement-Hangar, Lessee shall pay rent to Lessor as set forth in Section 4 below.

4. Rent.

(a) Annual Rent. Lessee shall pay to Lessor for the use of the Leased Premises a yearly rent of \$_____ per square foot for the land leased, for a total annual charge of \$_____ ("Rent"). Rent shall be payable in advance on January 1, and on each anniversary thereof until this Lease terminates. Rent payments shall be due annually on January 1, without further notice from Lessor.

(b) Rent Adjustment. Rent shall be adjusted on an annual basis in conjunction with annual increases in the Consumer Price Index for All Urban Consumers in the Midwest published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100. Notice of a rent adjustment that is effective

for the next calendar year shall be delivered on or before November 1 of the year prior to the year for which such adjustment shall apply.

(c) One-Time Assessment. Lessee shall also pay a one-time assessment of \$ _____, payable to Lessor upon Lessee's execution of this Lease.

5. Taxes. Lessee shall pay all taxes and assessments that may be levied against the personal property or buildings, including the Hangar, of Lessee.

6. Utilities. Lessor shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, etc.) and at no time shall Lessee use the utilities of Lessor without Lessor's prior written consent, nor shall Lessee have its utility bills placed in the name of Lessor.

7. Other Fees. Nothing herein shall limit Lessor's right to impose, and Lessee's obligation to pay, any and all other fees which Lessor may establish from time to time for Airport services and privileges.

8. Hangar Construction. Lessee shall have the right to erect, maintain, and alter buildings or structures upon the Leased Premises, providing such buildings or structures are in accordance with all federal, state, and local regulations. All plans for such buildings or structures shall be reviewed and approved in writing by Lessor prior to construction.

9. Permitted Uses. Subject to the terms and conditions hereinafter set forth, Lessee is hereby given the following rights and privileges for the use of the Leased Premises during the term of this Lease:

(a) Lessor grants to Lessee the privilege of maintaining, occupying, and operating a hangar building upon the Leased Premises. Additional improvements shall require additional written approval from Lessor prior to construction.

(b) Lessee shall not construct living quarters or use space on the Leased Premises as living quarters.

(c) Lessee shall use the Hangar and any other improvements on the Leased Premises primarily for the storage of aircraft owned or leased by Lessee or Lessee's immediate family, affiliates, subsidiaries, officers, directors, or employees.

(d) Lessee shall have the right to install, operate, maintain, and store, subject to the approval of Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of such aircraft.

(e) Lessee shall not store any items outside of the Hangar without prior written approval of Lessor.

(f) Any additional use of the Leased Premises by Lessee not relating to such aircraft storage and maintenance thereof must be approved by Lessor in writing prior to such use and is subject to the Minimum Standards Ordinance.

(g) Lessee shall have the right to the non-exclusive use of the common areas of the Airport and improvements thereon, including, the terminal, roadways, aprons, taxiways, runways, and other conveniences for the take-off, flying, and landing of aircraft.

(h) Lessor covenants that Lessee shall and may peaceably and quietly have, hold and enjoy Leased Premises exclusively to it during the term of letting thereof unless such term shall cease, close, or expire sooner or shall be terminated as provided in this Lease.

At no time shall Lessee store any flammable material (except for fuel in the aircraft), nor shall Lessee store explosives or other dangerous or hazardous materials, in or around the Hangar, without Lessor's prior written consent.

Lessee shall not hereafter make use of the Leased Premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, take-off, or maneuvering of aircraft. Lessor reserves the right to enter upon the Leased Premises hereby and abate any such hazard at the expense of Lessee.

10. Nonexclusive Rights. Lessee shall have the nonexclusive right, in common with others so authorized:

(a) To use the common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals, and other conveniences for the take-off, flying, and landing of aircraft.

(b) To use the Airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of Lessor to charge fees for the use of such areas.

(c) To use all access ways to and from the Leased Premises, limited to streets, driveways or sidewalks designated for such purposes by Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

11. Hangar Maintenance. Lessee will maintain its Hangar, associated appurtenances, and the surrounding land in a safe, useful, clean, painted, neat, and orderly condition, and Lessee shall perform such repairs, maintenance, and upkeep as Lessor shall deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport. Lessee shall provide all janitorial services within the Hangar. Lessee agrees that there will be no outside storage of equipment, materials, or supplies on the Leased Premises. Lessee further agrees not to deposit any trash, garbage, petroleum products, etc. on any part of the Airport. In the event Lessee fails to comply with this Section 11, Lessor may notify Lessee in writing that such maintenance, cleaning repair or replacement shall be done, and in the event that Lessee fails to correct the condition within fifteen (15) days of Lessor's written notice, Lessor may enter the Leased Premises and the Hangar and provide the necessary custodial service and bill Lessee for the expense thereof. In the event of fire or any other damage or casualty to structures owned by Lessee, Lessee shall repair, replace, or remove the damaged structure, and restore the Leased Premises to its original condition, within one hundred twenty (120) days of the date the damage occurred. Upon petition by Lessee, Lessor may grant an extension of time if it appears such extension is warranted.

12. Obstruction Lights. Whenever determined necessary by Lessor, Lessee agrees to install, maintain, and operate proper obstruction lights on the tops of all of Lessee's buildings or structures, at Lessee's sole cost.

13. Signs. No signs or advertising matter may be erected on the Leased Premises without the prior written consent of Lessor.

14. Rules and Regulations. Lessee agrees to observe and obey all current and future laws, ordinances, rules, and regulations (including the Minimum Standards Ordinance) promulgated and enforced by Lessor and by other proper authority having jurisdiction over the conduct of operations at the Airport, provided the same are

consistent with the procedures proscribed or approved from time to time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft.

15. Security. Lessee shall comply at all times with all federal and state security and safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored within the Hangar and Lessee, or Lessee's agent, is not present at the Hangar. Keys shall not be left in any unattended aircraft whether or not the aircraft is located within the Hangar.

16. Occupants. No person or entity may occupy the Hangar except Lessee, without the prior written consent of Lessor. However, nothing herein shall prohibit Lessee from temporarily permitting another person or entity to temporarily store aircraft in the Hangar for no more than _____. It is understood that any long-term storage requires the permission of Lessor and any entity which permits temporary storage for profit must obtain an FBO permit from Lessor.

17. Commercial Operations. Nothing in this Lease shall authorize Lessee to conduct any business operations or commercial enterprise or to act as a Fixed Base Operator (FBO) on the Leased Premises. All such activities are prohibited without the prior written approval of Lessor. However, nothing herein shall be construed to prohibit Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

18. Airport Maintenance. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

19. Obstructions. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.

20. Airport Development. Lessor reserves the right to further develop and improve the Airport as Lessor sees fit, regardless of the desires or views of Lessee, and without interference or hindrance from Lessee. If the development of the Airport requires the removal and/or relocation of Lessee's hangar building(s), Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:

- (a) Lessor will provide Lessee with written notice at least one hundred eighty (180) days prior to said removal and/or relocation, and
- (b) Lessor shall, in Lessor's sole discretion, either:
 - (i) Pay a third party to relocate Lessee's building(s) to a new location on the Airport, or
 - (ii) Pay Lessee the fair market value of the building(s).

21. Snow Removal. Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within ten (10) feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of Lessor, and may vary from year to year and from snowfall to snowfall. Snow removal from the taxiways in front of Lessor's hangar shall be accomplished only after all runways, aprons,

and primary taxiways have been first cleared. Lessee hereby releases and holds Lessor harmless from any liability for any and all damages, incurred by Lessee, caused by or arising from the manner, speed, or timeliness of Lessor's snow removal.

22. Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease, or to the operation of the Airport.

23. Hold Harmless and Indemnification. Lessee (including Lessee's members, managers, agents, employees, invitees officers, and representatives) agrees to protect, defend, reimburse, indemnify, and hold Lessor, as well as its agents, employees, administrators, representatives, and elected officers, and each of them, free and harmless at all times from and against any and all claims, liabilities, expenses, losses, costs, fines, and damages (including reasonable attorneys' fees) and causes of action of every kind and character against and from Lessor of any nature or by any reason, including, but not limited to, the following:

- (a) Theft or burglary in or about the Leased Premises;
- (b) Delay or interruption in any utility service from any cause whatsoever;
- (c) Fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever;
- (d) Any injury to any person or damage to any property; or
- (e) Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.
- (f) Damage to property or the environment, including any contamination of any part of the Leased Premises, such as the soil or storm water by fuels and other petroleum products, chemicals, or other substances deemed by the Federal Environmental Protection Agency to be environmental contaminants at the time this Lease is executed or may be redefined by the appropriate regulatory agencies in the future;
- (g) Bodily injury (including death) incurred or sustained by any party, arising out of or incident to or in connection with Lessor's use or occupancy of the improvements on the Leased Premises;
- (h) Acts, omissions or operations hereunder or the performance, nonperformance or purported performance of Lessor, any breach of the terms of this Lease, or any other failure to comply with the terms and conditions of this Lease; or
- (i) Failure to comply with any applicable laws.

Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is an express condition of this Lease. This Section 23 shall survive the termination of this Lease and shall remain in full force and effect with respect to any and all claims, liabilities, expenses, losses, costs, fines, and damages (including reasonable attorneys' fees) and causes of action of every kind and character set forth herein. Compliance with the insurance requirements set forth in Section 25 shall not relieve Lessee of its liability or obligation to indemnify Lessor (including its agents, employees, administrators, representatives, and elected officials, invitees, committee members, and commission members) as set forth herein.

24. Personal Guaranty. Each officer or member of Lessee shall sign a Personal Guaranty, in the form set forth in Exhibit C, a copy of which is attached hereto and incorporated herein, to ensure the performance of Lessor's obligations set forth in this Lease.

25. Insurance. Lessee shall, during the entire term hereof and at its sole cost and expense, maintain fire and extended coverage insurance on the Hangar and all furniture, fixtures, equipment, and personal property owned by Lessee located on the Airport. Lessor shall have no obligation to provide insurance for any of Lessee's personal property, or for Lessee's buildings, fixtures, or equipment which may be attached to or placed upon the Leased Premises.

Lessee shall, during the entire term hereof and at its sole cost and expense, maintain comprehensive general liability insurance against claims for bodily injury or death occurring in or about the Leased Premises, such insurance to afford minimum protection during the term of this Lease of not less than \$1,000,000.00 with respect to bodily injury or death to any one person and not less than \$1,000,000.00 with respect to any one accident, and of not less than \$500,000.00 for property damage. Lessee shall furnish to Lessor a certificate of any such policies of insurance required under this Section.

(a) The insurance policies required to be carried by Lessor hereunder shall contain provisions that such policies are not subject to cancellation or change without at least thirty (30) days' written notice to Lessee.

(b) Any insurance required to be maintained by Lessee under this Section may be provided and maintained by blanket insurance covering the Leased Premises and other locations, properties, and insurable interests of Lessee, provided that the coverage obtained by such blanket policy shall be in a manner sufficient to satisfy the obligations of Lessee under this Section.

26. Abandonment. If Lessee fails to use the Hangar, for the purpose of storing aircraft owned by Lessee, for a continuous period of twelve (12) months, then Lessor may, in Lessor's sole discretion, terminate this Lease.

27. Liens and Encumbrances. Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest, or other charge, including liens for work, labor, or materials furnished, or alleged to have been furnished, on the Leased Premises.

28. Default and Termination.

(a) Default Defined. Lessee shall be deemed in default upon:

(i) Failure to pay rent or any other properly imposed fee within thirty (30) days after due date.

(ii) The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.

(iii) The commencement of any proceeding for dissolution or for the appointment of a receiver.

(iv) The making of an assignment for the benefit of creditors.

(v) Violation of any of the other terms or conditions of this Lease after written notice to cease and/or correct such violation has been served upon Lessee by Lessor, and after Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the notice by Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence

be cured within a period established, Lessee may apply to Lessor for an extension of time within which to cure said violation.

(b) Effect of Default. Default by Lessee shall authorize Lessor, at its sole option, to declare this Lease void, to cancel the same, and to re-enter and take possession of the Leased Premises.

(c) Remedies. Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

(d) Restoration of Property. Upon termination of this Lease, Lessee shall remove all of its buildings, equipment, and property, and restore the Leased Premises to its original vacant condition within ninety (90) days, unless Lessor agrees, in writing, to accept all or any part of the property which Lessee wishes to abandon. Abandoned structures and improvements shall become the property of Lessor.

(e) Non-waiver. Any intentional or unintentional waiver by Lessor of any violation of this Lease by Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent, or contemporaneous violation.

29. **Title.** Title to the building erected by Lessee shall remain with Lessee and shall be transferable subject to the provisions of Section 30 below. Upon termination of this Lease, Lessee shall remove the Hangar and any other buildings, equipment, and personal property, and restore the Leased Premises to its original condition, unless otherwise agreed in writing by Lessor.

30. **Lease Transfer.** Lessee may not assign or transfer this Lease or any interest contained herein, without the consent of Lessor, which consent shall not be unreasonably withheld.

OR

31. **Title.** Title to the Hangar shall remain with Lessee and shall be transferable to any entity, lender, person, or other partnership only after Lessor has the opportunity to purchase the Hangar for a fair and reasonable price, as determined by market value at that time of proposed sale. Notwithstanding the provisions of the Minimum Standards Ordinance, at the end of the Lease term or upon termination, Lessee shall have the right to sell the Hangar and any improvements located on the Leased Premises that Lessee owns, or remove the same, and the purchaser or Lessee shall remove the same at their expense.

32. **Assignment, Encumbrance, Transfer, Sublease, or Sale.**

(a) Assignment, Encumbrance, Transfer, Sublease or Sale. Lessee shall not assign, encumber, transfer, sublease, or sell this Lease, in whole or in part, to any to any entity, lender, person, or other partnership without prior written consent from Lessor, which consent may be withheld in Lessor's sole and complete discretion. Lessor's consent may include specific requirements or conditions.

(b) Obligations Upon Assignment, Encumbrance, Transfer, Sublease, or Sale. Upon any assignment, encumbrance, transfer, sublease, or sale of this Lease, in whole or in part, to any entity, lender, person, or other partnership will not relieve Lessee of the obligation to ensure performance of the requirements set forth in this Lease. The terms of this Lease shall prevail over any terms or conditions set forth in any assignment, encumbrance, transfer, sublease, or sale agreement unless specifically agreed to by the Parties in an amendment to this Lease.

(c) Conditions for Any Assignment, Transfer, Sublease or Sale. Lessor may, in its discretion, refuse to review or consider any request for, or consent to, any assignment, encumbrance, transfer, sublease, or sale of this Lease, in part or in whole, unless all of the following terms are complied with:

(i) Lessee shall have paid all outstanding fees and/or rent and other amounts due which have accrued in favor of Lessor.

(ii) Lessee shall have met all other legal obligations to be performed, kept and observed by it under the terms and conditions of this Lease.

(iii) Lessee shall provide Lessor, at the time notice is given of any proposed assignment, with whatever information Lessor shall request concerning the identity, background, financial responsibility, and other qualifications of the entity or individual involved in any such proposed transfer. Lessee acknowledges that Lessor cannot and will not act upon any request for approval of any such proposed transfer unless and until complete and accurate information is supplied regarding the proposed transferee.

33. First Right of Refusal. During the term of the Lease, Lessee hereby grants Lessor the right to have the first opportunity to purchase the Hangar if and when such becomes available and the first right to meet any other offer from a third party. The terms of any such third-party offer shall be delivered in writing to Lessor, and Lessor shall have thirty (30) days from receipt in which to agree to meet the terms of said offer. If Lessor does not elect to purchase the Hangar, Lessee may transfer the Hangar to the third party on the same terms of the original offer. If Lessee does not transfer the Hangar pursuant to said offer, the terms of this Section shall continue to apply.

34. Subordination. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

35. Nondiscrimination. Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.

(b) 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, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(c) Lessee shall use the Subject Property and Lessee's Improvements 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 Federally-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.

36. National Emergency. During time of war or other state or national emergency, Lessor shall have the right to suspend this Lease, and to turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government during any period when the Airport shall be closed by any lawful authority, thereby restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate,

and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.

37. Additional Provisions.

(a) Acceptance. Lessee agrees to accept said Airport and Leased Premises in “as is” condition as they now exist, and fully assume all risks incident to the use thereof, subject to the provisions of this Lease.

(b) Relationship of Parties. Lessee is, and shall be deemed to be, an independent party responsible for its respective acts and omissions, and Lessor shall in no way be responsible for any acts of Lessee. It is further mutually understood and agreed that nothing herein contained is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the Parties hereto or as constituting Lessee as the agent or representative or employee of Lessor for any purpose or in any manner whatsoever.

(c) Successors and Assigns; Binding Effect. All terms and conditions of this Lease shall be binding upon any successor, assign, purchaser, or transferee of any interest herein. In addition, the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the Parties hereto, as well as their respective heirs, successors, and assigns.

(d) Governing Law; Severability. This Lease shall be construed in accordance with the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions, and provisions of the Lease, and when such occurs, only such other covenants, conditions, or provisions shall be deleted as are incapable of enforcement.

(e) Amendments. All actions seeking amendment of this Lease shall be in writing approved and executed by both Parties. The Sawyer County Public Works Committee shall be charged with jurisdiction to review any requests to amend this Lease, and any amendment shall be approved by the Sawyer County Board of Supervisors.

(f) Entire Agreement. The Parties agree that this Lease constitutes the entire agreement between the Parties relating to the lease of the Leased Premises and Lessee’s leasehold interest in the Leased Premises.

(g) Costs of Enforcement. Lessee covenants and agrees to pay and discharge all reasonable costs, attorneys’ fees, and expenses that shall be made and incurred by Lessor in enforcing the covenants and provision of this Lease.

(h) Notices. All notices to either of the Parties shall be deemed validly given upon deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed as follows:

To Lessor/Sawyer County:
Attention: Sawyer County Administrator
10610 Main Street, Suite 23
Hayward, WI 54843

To Lessee/_____
Attention: _____

(i) Notice of Change in Address. The Parties shall provide the other Party written notice of any change in address or contact information within ten (10) days of such change.

(j) Authority to Act. The individual executing this Lease hereby represents and warrants that he has authority to act on behalf of Lessee, i.e., _____ has authority to bind Lessee. The Sawyer County Administrator has the authority to bind Lessor.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Hangar Ground Lease Agreement as of the date referenced above.

SAWYER COUNTY

By: _____
Its: _____

By: _____
Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 20__.

NOTARY PUBLIC
My commission expires: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 20__.

NOTARY PUBLIC
My commission expires: _____

EXHIBITS TO BE ATTACHED:
EXHIBIT A – LEASED PREMISES DESCRIPTION
EXHIBIT B – FBO AGREEMENT-HANGAR
EXHIBIT C – PERSONAL GUARANTYS

Highway Commissioner Report April, 2021

The crew has been out a couple of times this month for snow and ice events.

The crew has been brushing on STH 27/70 between Fleming Way and Butler Road. The Department of Transportation has agreed to set aside the marketable timber for LCO.

Crack sealing of state and county highways will begin in the next couple of weeks. In addition to crack sealing, the County has rented a machine to place a mastic seal on selected county highways.

Highway Department work hours changed on March 29, 2021. Employees are currently working Monday through Thursday, 6:00 a.m. – 4:00 p.m.

Seasonal road bans were placed on all county highways, except County Road B, on March 8, 2021. Typically, seasonal road restrictions are placed on highways for a period of approximately 6 weeks. A removal date has not been established at this time.

The highway department is currently recruiting for summer flaggers and skilled seasonal help. These positions will be advertised until filled.

The Summer Road School (aka Highway Conference) will be held June 7-9, 2021 at the Chula Vista Resort in Wisconsin Dells, WI. This will be an in-person conference. Registration for the conference must be made before May 7, 2021. Any interested committee members should contact the highway department office for further details.

Annual Mine Safety Training will be provided virtually through Wisconsin County Mutual. The training will be available any time during the month of May. Arrangements will be made with the IT Department to facilitate this training. Covid-19 guidelines will be followed during this training session.

Bids for asphalt and pavement marking were opened on February 26, 2021 at 3:00 p.m. A listing of all bid tabulations is attached.

There are currently no employees out on worker's compensation.

The crew continues to work under Covid-19 guidelines established by the Sawyer County Public Health Officer. There are currently seven highway department employees who have contracted Covid-19 and all have returned to work. Every highway department employee who has elected to receive the Covid-19 vaccine has received their first vaccine, with the majority of employees already completing their second shot.

BID TABULATION FEBRUARY 26, 2021

ASPHALT PAVEMENT BID:

<u>COMPANY:</u>	<u>2021 BID PRICE:</u>	<u>LOAD LOCATION:</u>	<u>PROPOSED PLANT:</u>	<u>2020 BID PRICE:</u>	<u>LOAD LOCATION:</u>	<u>PROPOSED PLANT:</u>
MONARCH PAVING						
WARM MIX ASPHALT						
Type LT (regressed)	\$ 47.60	HAYWARD	MROTEK	\$ 45.20	HAYWARD	MROTEK
Type MT (regressed)	\$ 51.70	HAYWARD	MROTEK	\$ 49.55	HAYWARD	MROTEK
Type LT (regressed)	no bid	COUDERAY	WINTER C	\$ 50.35	COUDERAY	WINTER C
Type MT (regressed)	no bid	COUDERAY	WINTER C	\$ 53.30	COUDERAY	WINTER C
HOT MIX ASPHALT						
Type LT (regressed)	\$ 47.40	HAYWARD	MROTEK	\$ 45.10	HAYWARD	MROTEK
Type MT (regressed)	\$ 51.50	HAYWARD	MROTEK	\$ 49.40	HAYWARD	MROTEK
Type LT (regressed)	no bid	COUDERAY	WINTER C	\$ 50.75	COUDERAY	WINTER C
Type MT (regressed)	no bid	COUDERAY	WINTER C	\$ 53.15	COUDERAY	WINTER C

CENTERLINE STRIPING BIDS:

<u>COMPANY:</u>	<u>2021 EPOXY PAINT</u>	<u>2020 EPOXY PAINT</u>
AAA STRIPING SERVICE	.258/lineal foot	0.245/lineal foot
CENTURY FENCE	.232/lineal foot	0.23/lineal foot
SIR LINES A LOT	.22/lineal foot	

PULVERIZING BIDS:

<u>COMPANY:</u>	<u>2021 BID PRICE:</u>	<u>2020 BID PRICE:</u>
TRI COUNTY PAVING	SQ YD	\$ 0.460 SQ YD
KRAEMER COMPANY	SQ YD	\$ 0.434 SQ YD
W K CONSTRUCTION	SQ YD	\$ 0.383 SQ YD
Hein Reclamation**	SQ YD	no bid SQ YD

Current ATV routes on/along County Trunk Highways

County Road B (Chippewa Trail-east to CTH K)

County Road B (Frogg Road to Richardson's Bay Road)

County Road B (Forest Road 319 to Musky Tale Resort)

County Road B (Fishtrap Road to STH 70)

County Road BB (Washburn County line to STH 70)

County Road C (STH 27/70 to Chafer Road)

County Road C (Deer Lake Road to STH 48)

County Road CC (CTH N to Conger Road)

County Road CC (Flowage Road to Big Musky Road)

County Road D (STH 48 – STH 27)

County Road E (CTH K to Williams Road)

County Road E (CTH K to Reserve Road)

County Road E (STH 27/70 to Thors Lane)

County Road EE (Forest Road 161 to Price County line)

County Road F (Right-of-Way Road to STH 27/70)

County Road F (Stoney Hill Road to Rusk County line)

County Road G (Dorscheid Road to STH 27/70)

County Road GG (STH 70 to Dead Horse Trailhead)

County Road H (Blueberry Fire Lane to Blueberry Avenue)

County Road H (STH 27/70 to Beaverbrook Road)

3/30/2021

County Road K (County Road E to Grindstone Landing Road)

County Road M -north (CTH W to STH 70)

County Road M (South side of Flambeau River bridge to North side of Flambeau River Bridge)

County Road M (Bebak Road to CTH W)

County Road N (CTH NN to CTH CC)

County Road NN (CTH N to Gurno Lake Road)

County Road OO (USH 63 to Northern Lights Road)

County Road S (Moose Lake Road-west to Moose Lake Road-east)

County Road S (Moose Lake Road to STH 77)

County Road T (Nelson Lake Road – STH 27)

County Road W-south (Crawford Street to Price County Line)

County Road W-north (STH 70 to CTH B)

Sawyer County Highway Department Overtime Report

4/8/2021

<u>Month</u>	COUNTY HOURS					STATE HOURS				
	2021	2020	2019	2018	2017	2021	2020	2019	2018	2017
January	-7.25	87.25	25.75	82.50	123.75	167.50	252.50	129.00	234.50	285.50
February	7.00	64.50	258.00	121.50	45.25	183.50	58.50	543.50	250.00	118.00
March	20.75	43.25	134.00	87.50	38.75	54.50	88.50	154.75	103.50	106.50
April	0.00	34.00	68.25	193.25	8.00	0.00	60.50	70.75	192.50	30.50
May	0.00	-6.00	28.00	23.50	45.00	0.00	24.50	1.00	7.25	0.00
June	0.00	12.75	6.00	109.50	416.00	0.00	27.75	2.00	33.50	27.50
July	0.00	155.25	264.75	342.50	190.25	0.00	16.00	15.50	32.50	133.25
August	0.00	175.00	85.25	64.50	197.75	0.00	7.25	0.50	46.00	3.00
September	0.00	79.00	14.50	276.50	51.50	0.00	24.00	4.00	9.50	4.00
October	0.00	110.50	22.25	36.75	63.75	0.00	51.50	54.50	6.00	40.25
November	0.00	164.00	240.75	224.50	176.25	0.00	132.50	193.75	206.50	169.75
December	0.00	326.75	388.25	220.00	238.25	0.00	256.50	312.75	195.00	199.50
TOTALS	20.50	1,246.25	1,535.75	1,782.50	1,594.50	405.50	1,000.00	1,482.00	1,316.75	1,117.75

<u>Month</u>	COUNTY WAGES					STATE WAGES				
	2021	2020	2019	2018	2017	2021	2020	2019	2018	2017
January	-92.45	2,955.59	819.77	2,739.98	4,075.03	5,374.16	8,232.03	4,183.26	7,557.13	9,244.31
February	356.80	2,193.37	8,316.90	3,974.79	1,454.37	6,057.90	1,888.70	17,734.95	8,070.18	3,841.90
March	730.50	1,451.06	4,311.36	2,818.56	1,326.44	1,773.91	2,935.84	5,007.84	3,305.42	3,463.95
April	0.00	1,173.02	2,154.70	6,143.47	270.50	0.00	2,026.73	2,309.81	6,288.45	1,000.14
May	0.00	-171.51	918.13	775.83	1,471.80	0.00	751.22	32.57	231.02	0.00
June	0.00	410.78	198.96	3,548.04	11,771.25	0.00	877.19	65.13	1,082.23	903.60
July	0.00	4,774.96	8,037.74	10,273.98	5,473.15	0.00	531.86	514.33	963.78	3,567.89
August	0.00	5,552.54	2,557.77	1,959.79	5,643.01	0.00	244.09	8.25	1,471.37	105.44
September	0.00	2,461.94	490.92	8,598.81	1,698.96	0.00	824.69	132.98	320.61	128.34
October	0.00	3,580.20	685.51	1,208.96	2,110.60	0.00	1,722.57	1,802.21	195.24	1,302.79
November	0.00	5,303.69	8,066.69	7,189.69	5,820.65	0.00	4,269.56	6,395.35	6,779.25	5,432.53
December	0.00	10,768.25	12,824.10	7,069.89	7,594.96	0.00	8,436.65	10,272.11	6,357.07	6,438.27
TOTALS	994.85	40,453.89	49,382.55	56,301.79	48,710.72	13,205.97	32,741.13	48,458.79	42,621.75	35,429.16

Maintenance Report April 2021

The following maintenance projects were started or completed in March:

I. Courthouse:

- WIC area remodeling update:
 - The interior walls of the new room have been drywalled, primed, and painted.
 - The new cabinets have been installed.
 - We are in the process of installing new flooring.
- We have been working on office moves and renovating portions of the Treasurer and County Clerk office areas.
- On 3/29/2021, six new heat pumps for the 1995 portion of the courthouse were delivered that were purchased as part of the 2021 Capital Improvement Plan.

II. Sheriff's Department:

- Our portion of the Jail Dispatch Center remodeling project has been completed.
- The new water heaters for the jail have been ordered. Replacing the 2006 jail water heaters was included in the 2021 CIP.

III. Ambulance:

- We installed zone dampers and controls in the HVAC system at the Hayward EMS station. This will allow the office area to maintain a different temperature than the living quarters.