



# Sawyer County

## Agenda

Public Works Committee Meeting  
Wednesday, July 13, 2022 @ 6:30 PM

Assembly Room/Virtual Meeting

Revised: Wednesday, July 13, 2022 1:15 PM

Page

### 1. CALL TO ORDER

- a. 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. If you are on a computer, click the "Raise Hand" button and wait to be recognized. If you are on a telephone, dial \*9 and wait to be recognized.

### 2. ROLL CALL

### 3. PLEDGE OF ALLEGIANCE

### 4. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

### 5. MEETING AGENDA

### 6. 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.

### 7. CONSIDER APPROVAL OF MINUTES FROM PREVIOUS MEETING

[6.8.22 Public Works Minutes DRAFT](#)

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a.

## **8. MAINTENANCE DEPARTMENT REPORT**

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- a. Project report  
[Maintenance Report July 2022](#)
- b. Internet Service Update

## **9. SAWYER COUNTY AIRPORT REPORT**

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- a. Hayward Aviation, LLC (contracted Airport management) report  
[Airport Report July 2022](#)

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- b. Updated Hangar Lease Template (discussion and possible action)  
[1\) Airport Hangar Lease wFBO Template RR \(with aeronautical useFAA\) \(kmo\)7-12-22](#)  
[2\) Airport Hangar Lease Template RR \(with aeronautical useFAA\)\(kmo\) 7-12-22](#)

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- c. Hangar Lease Sale Request - Walters/Schull Properties (discussion and possible action)  
[1\) Res 2022 - APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND](#)  
[2\) Airport Hangar Lease Schull Properties 7-12-22](#)  
[3\) Hangar Purchase Agreement Walters Schull](#)

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- d. Vecchie Airport Hangar Ground Lease (discussion and possible action)  
[Res 2022 - APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE - Vecchie](#)  
[2\) Airport Hangar Lease Vecchie 7-12-22](#)
- e. Update on Master Plan Process and Runway Projects  
1) Runway "grooving" of surface

## **10. HIGHWAY COMMISSIONER'S REPORT**

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- a. Review -- ATV/UTV Route Request Ordinance (discussion and possible action)  
[ATV UTV Ordinance 7.22](#)

- b. ATV/UTV Ordinance Process and Consideration of Moratorium Until Ordinance Adoption

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- c. [July 2022 Highway Commissioner Report](#)

## **11. COURTROOM REMODELING UPDATE**

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- a. [211290 Sawyer County - Owner Monthly Report June 2022 \(002\)](#)

**12. REVIEW BOARD POLICY & PROCEDURE MANUAL – COMMITTEE ROLE & RESPONSIBILITIES (DISCUSSION AND POSSIBLE ACTION)**

**13. FUTURE AGENDA ITEMS**

**14. 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.*

**Minutes of the June 8<sup>th</sup> 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
- ☒ Chris Rusk
- ☒ Brian Bisonette

**Others Present:**

Andy Albarado  
Mike Coleson  
Lynn Fitch  
Cathy LaReau  
Tim Hagberg  
Cliff Korn

**Others Present:**

Derick Leslie  
Gary Gedart  
Linda Zillmer  
David Keating-Virtual  
Mike Kelsey

**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 –**

**Public Comments** – Linda Zillmer

**Minutes from the previous meeting** – A motion was made by Mr. Helwig to approve the minutes of the May 11, 2022, meeting; second by Mr. Peters. Motion carried without negative vote.

**Highway Commissioner's Report** -- A written report was provided. Mr. Gedart advised that a large culvert pipe on Hwy 27N and Hwy 77 had to be replaced which will require a section of the road to be closed again later this year.

**ATV/UTV route request** – Mr. Gedart presented a request for an ATV/UTV route from Fire #13116 (Schmuck property) eastward, then south to existing ATV route located on Deer Lake Road, approximately 1.5 miles. Ms. LaReau reported that residents on the road are requesting this access and the Town of Meteor approved the request on May 9<sup>th</sup>. A motion was made by Mr. Helwig; second by Mr. Peters to approve this request. Motion carried without negative vote. Mr. Albarado and key stakeholders will look into developing a County ordinance.

**Sawyer County Airport Report** – A written report was provided. Mr. Leslie advised that the first EMS training session was held. The Young Eagles event will be held June 25<sup>th</sup> for ages 8-17.

**Funds from Airport for Civil Air Patrol** – Mr. Albarado reported that the \$5000 ARPA funds request was reviewed. The airport will receive additional State ARPA funds that could be used for this request. A motion was made by Mr. Helwig; second by Mr. Rusk to use the airport State ARPA funds for this purpose which would not affect the County's ARPA budget. Motion carried without negative vote.

A list of airport rental activity list was provided. Mr. Albarado advised that a few instances of non-compliance have not been appropriately addressed, and they will be coming back to Committee in the future. We are responsible for how leased buildings are used. Our attorneys have reviewed the terms of the lease template to reflect the aeronautical use clauses in future leases.

**Internet Service to Highway Department** – Mr. Coleson provided a history and recent developments regarding the internet service levels at the airport and highway shop. There are several options available that could improve service. An antenna on the Hayward Fire Tower is an option and the cost involves equipment only. Other vendors are giving quotes for service, as well. Mr. Coleson will continue to research options.

**Maintenance Department Report** – A written report was provided. Mr. Hagberg advised they are still working on getting hail damage repairs complete for County buildings and vehicles.

Oasis Building Update -- They have not been able to maintain original remodeling expectations due to staffing issues.

**Courtroom Remodeling Update** -- Courtroom Remodeling Update – Mr. Dave Keating, Miron Construction, provided a copy of the initial County Owner’s Monthly Report. The groundbreaking ceremony was held; site utilities have been excavated, the work fence is up and excavation for footings has begun. All subcontractors are on board.

**Meeting Date/Time** – The next meeting of the Public Works Committee will be Wednesday, July 13, at 6:30 pm in the Assembly Room.

Meeting adjourned at 7:45 pm  
Minutes recorded by Lynn Fitch, County Clerk

DRAFT

## Maintenance Report July 2022

Along with routine building and equipment maintenance, the following maintenance projects were started, continued or completed in June:

### I. Courthouse:

- Along with continuing to work on vehicle hail damage estimates, I have been working to finalize quotes for replacing the roof at the Transitions building. Transitions was our only building that sustained significant roof damage during the storm.
- We have started summer groundskeeping at our buildings as well as four other properties that are in the possession of the county Treasurer's office.
- Fabricated and installed a new workstation for the Financial Director's office.

### II. Sheriff's Department:

- We are still waiting on three pursuit vehicles that were ordered for 2022. Two of those vehicles potentially won't be delivered until early 2023.
- Four pursuit vehicles for 2023 have been ordered with a letter of intent contingent on necessary funds for the vehicles being included in the 2023 budget.
- We have been dedicating a lot of hours to preparing the jail for its annual inspection.
- We have started assisting a local contractor with upgrading the hydronic heating system in the 1975 portion of the jail.
- We have been working with Kreyer Electric to have electrical service installed at the communications equipment building at the Hayward tower.

### III. Oasis Update:

- Because of the hours being dedicated to preparing the jail for its annual inspection, we have not been able to spend a lot of time working at the Oasis building. However, I am tentatively hoping to have the project wrapped up by the first week of August.

## Sawyer County Airport Management Report

July 2022

(Provided by Airport Manager Derek Leslie)

- The Civil Air Patrol Pancake feed will be held at the airport on Sunday July 10<sup>th</sup>. This will be the first event for the CAP since 2019.
- We hosted a young eagles flying event at the terminal building on Saturday June 25<sup>th</sup>. Nearly 40 children were given free flights. The day was a resounding success.
- The 4 motorized gates at the airport are all functioning properly and airport property as a whole is in good condition.
- Airport Operations and FBO fuel sales have remained in line with the previous years. July is historically the busiest month of the year at the airport.
- Hangars at the airport continue to be on the agenda. This month we have two new Hangar Leases along with some proposed language changes to the template for lease agreements and the approval of a privet hangar sale.
- Entitlement funding is being allocated down in Madison for our upcoming projects. The runway rehabilitation and master plan both will be consuming the majority of remaining and future entitlements. 2023 Budget season for the airport we will be reviewing cost projections for matching shares that will be due to Sawyer County. Our new administration has engaged in discussions with the BOA on this matter and we should be in good shape moving forward.
- There are still Covid related monies remaining that were allocated directly to the airport. We plan to take a close look at previous year CIP requests and hopefully use these funds for some updates, repairs, and improvements to airport property and operations. The only action taken to date is the approval of the funding to the Civil Air Patrol.

## 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."

**Commented [ 1]:** If the Lessee is an entity, the full entity information should be filled in if the Lessee is an entity. Lessee shall also provide proof of good standing from the state of organization or incorporation.

**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

**Commented [ 2]:** If Hangar is already constructed.

**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.

**Commented [ 3]:** Add Holding Tank area or other areas subject to Lease if needed.

2. **Term and Extension.** The term of this Lease shall be for a period of twenty (20) years commencing \_\_\_\_\_, 20\_\_\_\_. Lessee shall have the right to renew this Lease for one additional successive ten (10) 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.

**Commented [ 4]:** Add if Lessee will also be conducting a business at the Hangar Property, as required under the Minimum Standards Ordinance.

4. **Rent.**

(a) **Annual Rent.** Lessee shall pay to Lessor for the use of the Leased Premises a yearly rent of fifteen cents (\$0.15) 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 One Thousand Dollars (\$1,000.00), 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 [active](#) 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 hanging 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 (FAA). This includes, but is not limited to, compliance with FAA regulations and guidance, Department of Transportation ("DOT"), FAA Policy on the Non-Aeronautical Use of Airport Hangars, 81 Fed. Reg. 38906 (Jun. 15, 2016) and DOT, Frequently Asked Questions and Answers on FAA Policy on Use of Hangars at Obligated Airports (2016), as is updated and adopted by the DOT from time to time, regarding permissible and impermissible hangar use, as follows:

A. Permissible aeronautical uses of a hangar include – storage of active aircraft; shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft; construction of amateur-built or kit-built aircraft provided that activities are conducted safely; storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft, or items related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, materials related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of non-aeronautical items that do not interfere with the primary use and purpose of the hangar – the storage of active aircraft; a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying.

B. Impermissible uses of a hangar include – use as a residence; operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office; activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar; activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar; storage of household items that could be stored in commercial facilities; long-term storage of derelict aircraft and parts; storage of items or activities prohibited by local or state law; fuel, and other dangerous and Hazmat materials; storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use

**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. 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.

**17. 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.

**18. 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.

**19. 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).

**20. Snow Removal.** Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within five (5) 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.

**21. 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.

**22. 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.

**23. 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.

Commented [RJR5]: Add if Lessee is an entity.

**24. 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.

**25. 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.

**26. 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.

**27. 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, or failure by Lessee to keep any of its covenants, including but not limited to a Lessee's impermissible hangar use, as specified in Section 14 (a) and (b), 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. Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice.
- (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. Remedies include, but are not limited to, the Lessor's right to evict the Lessee, pursuant to Wisconsin Statutes Chapter 704.
- (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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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\_\_.

**Commented [ 6]:** Modify if Lessee is an entity.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

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

**Commented [ 7]:** Add if applicable.

Exhibit A  
Leased Premises  
(See attached)

## **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 \_\_\_\_\_ (“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 twenty (20) years commencing \_\_\_\_\_. Lessee shall have the right to renew this Lease for one additional successive ten (10) year period under the same terms and conditions as set forth herein with the exception of the rent amount paid in Section 3 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. Rent.**

(a) **Annual Rent.** Lessee shall pay to Lessor for the use of the Leased Premises a yearly rent of fifteen cents (\$0.15) 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 One Thousand Dollars (\$1,000.00), payable to Lessor upon Lessee’s execution of this Lease.

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

**5. 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.

**6. 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.

**7. Buildings and Structures.** Lessee shall have the right to maintain 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.

**8. 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 active 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.

**9. 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.

**10. 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 10, 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.

**11. 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.

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

**13. 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 ("FAA"). This includes, but is not limited to, compliance with FAA regulations and guidance, Department of Transportation ("DOT"), FAA Policy on the Non-Aeronautical Use of Airport Hangars, 81 Fed. Reg. 38906 (Jun. 15, 2016) and DOT, Frequently Asked Questions and Answers on FAA Policy on Use of Hangars at Obligated Airports (2016), as is updated and adopted by the DOT from time to time, regarding permissible and impermissible hangar use, as follows:

A. Permissible aeronautical uses of a hangar include – storage of active aircraft; shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft; construction of amateur-built or kit-built aircraft provided that activities

are conducted safely; storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft, or items related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, materials related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of non-aeronautical items that do not interfere with the primary use and purpose of the hangar – the storage of active aircraft; a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying.

B. Impermissible uses of a hangar include – use as a residence; operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office; activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar; activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar; storage of household items that could be stored in commercial facilities; long-term storage of derelict aircraft and parts; storage of items or activities prohibited by local or state law; fuel, and other dangerous and Hazmat materials; storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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).

**19. Snow Removal.** Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within five (5) 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.

**20. 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.

**21. 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 211 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 22 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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, or failure by Lessee to keep any of its covenants, including but not limited to a Lessee's impermissible hangar use, as specified in Section 13 (a) and (b), 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. Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice.

(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. Remedies include, but are not limited to, the Lessor's right to evict the Lessee, pursuant to Wisconsin Statutes Chapter 704.

(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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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: 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 and 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: Andy Albarado  
Its: County Administrator

STATE OF WISCONSIN     )  
                                          ) SS.  
COUNTY OF SAWYER     )

Before me, a Notary Public is and for said County and State, personally appeared Andy Albarado, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 \_\_\_\_\_ on behalf of \_\_\_\_\_. In witness whereof, I have hereunto set my hand and official seal at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

**EXHIBITS TO BE ATTACHED:**  
**EXHIBIT A – LEASED PREMISES DESCRIPTION**

Exhibit A  
Leased Premises  
(See attached)

## APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE AGREEMENT

3. Action by County Administrator. The County Administrator is hereby authorized to execute the Schull Hangar Ground Lease Agreement on behalf of the County and take whatever steps necessary to complete the transactions contemplated by this Resolution.

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The subject matter of this Resolution and the Schull Hangar Ground Lease Agreement was discussed by the Sawyer County Public Works Committee on July 13, 2022 and was recommended for approval by the County Board at its meeting on July 21, 2022.

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\_\_\_\_\_  
Ron Kinsley, Chair

\_\_\_\_\_  
Marc Helwig, Vice-Chair

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Brian Bisonette, Member

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Chris Rusk, Member

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\_\_\_\_\_  
Ed Peters, Member

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This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of July, 2022.

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\_\_\_\_\_  
Tweed Shuman  
Sawyer County Board of Supervisors

\_\_\_\_\_  
Lynn Fitch  
Sawyer County Clerk

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## **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 Schull Properties of Hayward, LLC, a Wisconsin limited liability company (“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 twenty (20) years commencing \_\_\_\_\_. Lessee shall have the right to renew this Lease for one additional successive ten (10) year period under the same terms and conditions as set forth herein with the exception of the rent amount paid in Section 3 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. Rent.**

(a) **Annual Rent.** Lessee shall pay to Lessor for the use of the Leased Premises an initial yearly rent of fifteen cents (\$0.15) per square foot for the land leased (in 2022), for a total annual charge of \$540 (“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 One Thousand Dollars (\$1,000.00), payable to Lessor upon Lessee’s execution of this Lease.

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

**5. 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.

**6. 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.

**7. Buildings and Structures.** Lessee shall have the right to maintain 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.

**8. 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 active 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 hanging 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.

**9. 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.

**10. 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 10, 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.

**11. 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.

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

**13. 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 ("FAA"). This includes, but is not limited to, compliance with FAA regulations and guidance, Department of Transportation ("DOT"), FAA Policy on the Non-Aeronautical Use of Airport Hangars, 81 Fed. Reg. 38906 (Jun. 15, 2016) and DOT, Frequently Asked Questions and Answers on FAA Policy on Use of Hangars at Obligated Airports (2016), as is updated and adopted by the DOT from time to time, regarding permissible and impermissible hangar use, as follows:

- A. Permissible aeronautical uses of a hangar include – storage of active aircraft; shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft; construction of amateur-built or kit-built aircraft provided that activities

are conducted safely; storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft, or items related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, materials related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of non-aeronautical items that do not interfere with the primary use and purpose of the hangar – the storage of active aircraft; a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying.

- B. Impermissible uses of a hangar include – use as a residence; operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office; activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar; activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar; storage of household items that could be stored in commercial facilities; long-term storage of derelict aircraft and parts; storage of items or activities prohibited by local or state law; fuel, and other dangerous and Hazmat materials; storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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).

**19. Snow Removal.** Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within five (5) 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.

**20. 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.

**21. 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 211 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 22 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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, or failure by Lessee to keep any of its covenants, including but not limited to a Lessee's impermissible hangar use, as specified in Section 13 (a) and (b), 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. Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice.

(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. Remedies include, but are not limited to, the Lessor's right to evict the Lessee, pursuant to Wisconsin Statutes Chapter 704.

(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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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: County Administrator  
10610 Main Street, Suite 23  
Hayward, WI 54843

To Lessee/Schull Properties of Hayward, LLC  
Attention: Dale Schull \_\_\_\_\_  
\_\_\_\_\_

(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 and has authority to bind Lessee. The Sawyer County Administrator has the authority to bind Lessor.

**33. 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.

*[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

SCHULLPROPERTIES OF HAYWARD, LLC

\_\_\_\_\_  
By: Andy Albarado  
Its: County Administrator

\_\_\_\_\_  
By: Dale Schull  
Its: Member

STATE OF WISCONSIN     )  
                                      ) SS.  
COUNTY OF SAWYER     )

Before me, a Notary Public is and for said County and State, personally appeared Andy Albarado, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 \_\_\_\_\_ on behalf of \_\_\_\_\_. In witness whereof, I have hereunto set my hand and official seal at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

EXHIBITS TO BE ATTACHED:  
EXHIBIT A – LEASED PREMISES DESCRIPTION

Exhibit A  
Leased Premises

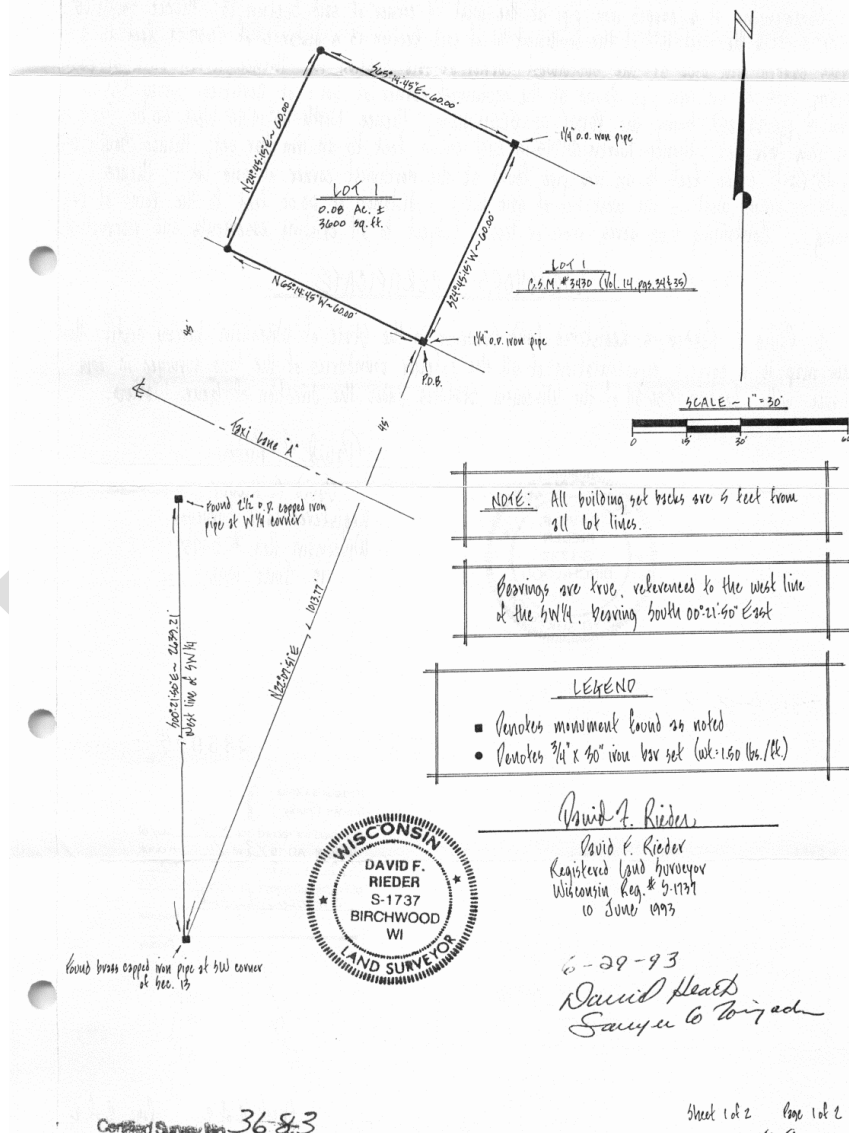
(See attached)

DRAFT

SCHEDULE "A" - SAWYER COUNTY/EUGENE WALTERS SR. HANGAR AREA LEASE  
(July, 1993)

CERTIFIED SURVEY MAP

Part of the SW1/4 - SW1/4 of Section 13, T41N, R9W, Town of Hayward, Sawyer County, Wisconsin



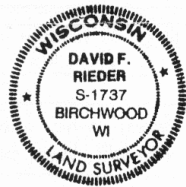
DESCRIPTION

Part of the southwest 1/4 of the southwest 1/4 of section 13, Township 41 North, Range 9 West, Town of Hayward, Sawyer County, Wisconsin, more accurately described as follows:

Commencing at a capped iron pipe at the west 1/4 corner of said section 13; thence South 00° 11' 50" East on the west line of the southwest 1/4 of said section 13 a distance of 2639.21 feet to a brass capped iron pipe at the southwest corner of said section 13; thence North 22° 07' 51" East 1013.77 feet to an iron pipe found at the southwest corner of lot 1 of Certified Survey #3430 (Vol. 14, pgs. 34 & 35) being the POINT OF BEGINNING; thence North 65° 14' 45" West 60.00 feet to an iron bar set; thence North 24° 45' 15" East 60.00 feet to an iron bar set; thence South 65° 14' 45" East 60.00 feet to an iron pipe found at the northwest corner of said lot 1; thence South 24° 45' 15" West on the west line of said lot 1 a distance of 60.00 feet to the Point of Beginning. Containing 0.00 acres, more or less. Subject to all existing easements and reservations.

SURVEYORS CERTIFICATE

I, David F. Rieder, a Registered Land Surveyor in the State of Wisconsin, hereby certify that this map is a correct representation of all the exterior boundaries of the land surveyed in compliance with section 236.34 of the Wisconsin Statutes under the direction of Gene Walkers.



David F. Rieder

David F. Rieder  
Registered Land Surveyor  
Wisconsin Reg. # 5-1737  
10 June 1993

235977

Register's Office  
Sawyer County }  
Received for record this 29 day of  
June AD 1993 at 10 o'clock  
AM and recorded in vol. 15  
of Certified Surveys on page 109-110  
E. J. [Signature] Register  
Deputy

Sheet 2 of 2 Page 2 of 2

## HANGAR PURCHASE AGREEMENT

This Agreement is entered into by and between Veronica Walters, hereinafter "Seller" and Schull Properties of Hayward, LLC, hereinafter "Buyer", for the purposes herein stated.

**WHEREAS**, Seller is the owner of a Hangar located at the Sawyer County Municipal Airport, located in Sawyer County, Hayward, Wisconsin, hereinafter "Hangar". Said Hangar is located on the parcel described on the attached "Exhibit A"; and

**WHEREAS**, Buyer wishes to purchase said Hangar under the following terms and conditions:

1. The purchase price shall be Ninety-Seven Thousand Five Hundred Dollars (\$97,500.00).
2. This is a cash transaction, not subject to financing.
3. Closing shall take place on or before July 31, 2022.
4. This Hangar Purchase Agreement is contingent upon Buyer or its assign(s), being granted a new Twenty (20) year Hangar Area Lease from Sawyer County, on or before July 31, 2022.
5. Buyer and Seller hereby agree that in the event Sawyer County does not grant an Airport Hangar Area Lease to Buyer or its assigns, this purchase agreement is null and void.
6. Seller shall execute any and all documents necessary in order to convey and transfer to Buyer, all rights and interest in said Hangar including, but not limited to, a Bill of Sale.
7. Seller represents that she owns the Hangar free and clear of any liens and encumbrances except for those created beyond the control of the Seller.
8. This agreement shall be governed by the laws of the State of Wisconsin.

**WITNESS** our signatures this \_\_\_\_\_ the day of June, 2022.

Seller:

Veronica Walters  
Veronica Walters

Buyer: Schull Properties of Hayward, LLC

By:

Dale B. Schull  
Dale B. Schull, Sole Member



State of Wisconsin

County of Sawyer

This document was signed before me on

06-15-2022  
by Dale B. Schull

Notary's Signature

Jack Rainville  
My commission expires 08-24-2025

Document was signed by Veronica Walters on 6/18/22

State of Minnesota  
County of Sherburne  
Gabe Schull  
exp. 1/31/2024

## APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE AGREEMENT

3. Action by County Administrator. The County Administrator is hereby authorized to execute the Vecchie Hangar Ground Lease Agreement on behalf of the County and take whatever steps necessary to complete the transactions contemplated by this Resolution.

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The subject matter of this Resolution and the Vecchie Hangar Ground Lease Agreement was discussed by the Sawyer County Public Works Committee on July 13, 2022 and was recommended for approval by the County Board at its meeting on July 21, 2022.

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\_\_\_\_\_  
Ron Kinsley, Chair

\_\_\_\_\_  
Marc Helwig, Vice-Chair

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\_\_\_\_\_  
Brian Bisonette, Member

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Chris Rusk, Member

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\_\_\_\_\_  
Ed Peters, Member

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This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of July, 2022.

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\_\_\_\_\_  
Tweed Shuman  
Sawyer County Board of Supervisors

\_\_\_\_\_  
Lynn Fitch  
Sawyer County Clerk

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## **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 Ronald J. Vecchie (“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. 10930N (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 twenty (20) years commencing July \_\_\_\_\_, 2022. Lessee shall have the right to renew this Lease for one additional successive ten (10) year period under the same terms and conditions as set forth herein with the exception of the rent amount paid in Section 3 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. Rent.**

(a) **Annual Rent.** Lessee shall pay to Lessor for the use of the Leased Premises an initial yearly rent of fifteen cents (\$0.15) per square foot for the land leased (for 2022), for a total annual charge of \$1,449 (“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 One Thousand Dollars (\$1,000.00), payable to Lessor upon Lessee’s execution of this Lease.

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

**5. 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.

**6. 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.

**7. Buildings and Structures.** Lessee shall have the right to maintain 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.

**8. 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 active 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.

**9. 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.

**10. 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 10, 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.

**11. 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.

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

**13. 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 ("FAA"). This includes, but is not limited to, compliance with FAA regulations and guidance, Department of Transportation ("DOT"), FAA Policy on the Non-Aeronautical Use of Airport Hangars, 81 Fed. Reg. 38906 (Jun. 15, 2016) and DOT, Frequently Asked Questions and Answers on FAA Policy on Use of Hangars at Obligated Airports (2016), as is updated and adopted by the DOT from time to time, regarding permissible and impermissible hangar use, as follows:

- A. Permissible aeronautical uses of a hangar include – storage of active aircraft; shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft; construction of amateur-built or kit-built aircraft provided that activities

are conducted safely; storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft, or items related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, materials related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of non-aeronautical items that do not interfere with the primary use and purpose of the hangar – the storage of active aircraft; a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying.

- B. Impermissible uses of a hangar include – use as a residence; operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office; activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar; activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar; storage of household items that could be stored in commercial facilities; long-term storage of derelict aircraft and parts; storage of items or activities prohibited by local or state law; fuel, and other dangerous and Hazmat materials; storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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).

**19. Snow Removal.** Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within five (5) 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.

**20. 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.

**21. 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 211 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 22 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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, or failure by Lessee to keep any of its covenants, including but not limited to a Lessee's impermissible hangar use, as specified in Section 13 (a) and (b), 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. Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice.

(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. Remedies include, but are not limited to, the Lessor's right to evict the Lessee, pursuant to Wisconsin Statutes Chapter 704.

(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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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: 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 and has authority to bind Lessee. The Sawyer County Administrator has the authority to bind Lessor.

*[Signature Page(s) to Follow]*

DRAFT

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

**SAWYER COUNTY**

**RONALD J. VECCHIE**

\_\_\_\_\_  
By: Andy Albarado  
Its: County Administrator

\_\_\_\_\_  
By: Ronald J. Vecchie

STATE OF WISCONSIN     )  
                                          ) SS.  
COUNTY OF SAWYER     )

Before me, a Notary Public is and for said County and State, personally appeared Andy Albarado, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 \_\_\_\_\_ on behalf of \_\_\_\_\_. In witness whereof, I have hereunto set my hand and official seal at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

EXHIBITS TO BE ATTACHED:  
EXHIBIT A – LEASED PREMISES DESCRIPTION

Exhibit A  
Leased Premises  
(See attached)

DRAFT

DRAFT

I, Ronald L. Peterson, Wisconsin Registered Land Surveyor hereby certify that in compliance with Chapter 236.34 of the Wisconsin Statutes, I have surveyed, and mapped the land herein described, and that in my opinion this map is a correct representation of the survey made, to the best of my knowledge and ability, and that this survey has been made under the direction of SAWYER COUNTY, owner.

This land is located in the SW1/4-SW1/4, Section 13, T 41 N, R 9 W, Town of Hayward, Sawyer County Wisconsin described as follows:

Commencing at the Southwest corner of Section 13, T 41 N, R 9 W,  
Thence N 35°08'54" E, 841.55 feet to the actual point of beginning,  
Thence N 24°45'15" E, 90.00 feet, Thence N 65°14'45" W, 90.00 feet,  
Thence S 24°45'15" W, 90.00 feet, Thence S 65°14'45" E, 90.00 feet  
to the point of beginning.

Subject to all existing easements and reservations.

This parcel is created for useage in a lease agreement from Sawyer County for the construction of a "hanger".

216035

Register's Office  
Sawyer County }  
Received for record this 17 day of October A.D. 1989 at 3:30 o'clock  
P.M. and recorded in vol. 13  
of Cont. Surv. on page 16-17  
E. J. J. J.  
Register  
Deputy



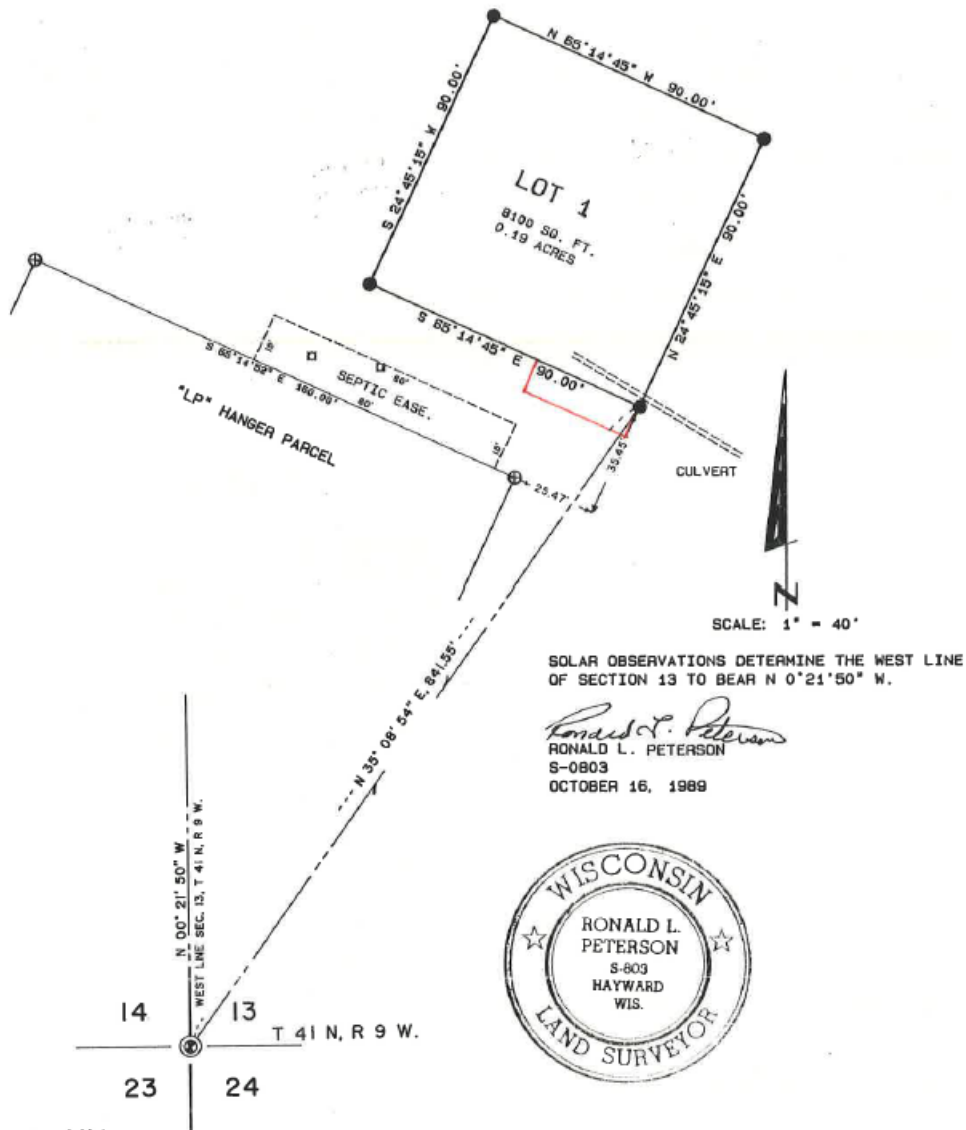
This instrument drafted by  
Ronald L. Peterson  
October 16, 1989

*Ronald L. Peterson*

Approved this 17<sup>th</sup> day of OCT, 1989, by Dorothy K. Thake - deputy  
Sawyer County Zoning Admin.

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CS No 3044

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**CERTIFIED SURVEY MAP**

PART OF THE SW-SW, SEC. 13,  
T 41 N, R 9 W, TOWN OF HAYWARD,  
SAWYER COUNTY WISCONSIN.

**LEGEND**

- ① FD. 2 1/2" IP W/BRASS CAP
- ⊗ FD. 1" IRON PIPE
- SET 1"x24" IP, WT=1.13/FT

**HEART OF THE NORTH****SURVEYS INC.**

RT. 10, BOX 251  
HAYWARD, WISC. 54843  
715-634-2442

10/16/89  
S101-127

PAGE 1 OF 2

PROPANE TANK EASEMENT

THIS INDENTURE, made this 1st day of December , 1989, by and between SAYWER COUNTY , WISCONSIN a municipal corporation, hereinafter referred to as "Grantor", and LEISURETIME SERVICES, INC., a foreign corporation, hereinafter referred to as "Grantee";

WITNESSETH, the Grantor, for and in consideration of the payment of SIXTY DOLLARS (\$60.00), upon execution of this agreement and annually thereafter on the anniversary date of this easement, hereby grants to Grantee, the following described easement for the purpose of operating and maintaining an existing buried propane tank:

An easement from this day forward up to and ending on the 2nd day of June, 2009, under and across the following described property:

A rectangular parcel 10 by 36 feet being a part of Section Thirteen (13), Township Forty-one (41) North, Range Nine (9) West located in the Town of Hayward, Sawyer County, Wisconsin, more particularly described as follows: Commencing at the southeast corner of Lot One (1) of Certified Survey No. 3094 recorded in Volume Thirteen (13) of Certified Survey Maps, pages 16-17 in the Register of Deeds office for Sawyer County, thence south 24 degrees 45'15" W., 12 feet to a point; thence at right angles north 65 degrees 14'45" W., 36 feet to a point; thence at right angles north 24 degrees 45'15" E., 12 feet to a point on the southwest line of the above mentioned Lot 1; thence at right angles south 65 degrees 14'45" E., 36 feet to the point of beginning.

The easement area is outlined and designated by red ink in the original Exhibit A which is attached hereto and incorporated herein by reference.

The above-described easement includes the rights of Grantee, its agents and employees to enter the easement area for purposes of operating, maintaining and repairing the now existing buried propane tank.

Grantor covenants that it is the owner and is in possession of the above described easement area, that it has lawful right and authority to convey and grant the easements described herein, and that the easements shall be binding upon the Grantor, its successors and assigns.

This existing buried propane tank easement is granted subject to the following conditions:

1. This easement is not and shall not be assignable or otherwise transferable by Grantee either by sale, lease, or any other manner, without first obtaining express written consent of the Grantor.
2. The easement granted hereby shall be for the benefit of and restricted solely to the Grantee, unless otherwise agreed in writing, and the rights acquired do not grant the general public the right to enter the easement area for any purpose.
3. The easement granted hereby shall be used and enjoyed in such a manner as to cause the least possible interference with Grantor's property.
4. It is expressly agreed that the easements hereby granted are at all times subject to the absolute right and privilege of Grantor to use, occupy and improve the easement area without liability for damage resulting therefrom.
5. The Grantee agrees to fully indemnify and hold Grantor harmless from any and every claim or action for damages or in equity and for all damages or equitable relief, including reasonable attorney fees arising out of the cost of defending such claims or actions caused by any and all present or future use, operation, maintenance or repair of, or activity relating to the existing buried propane tank.
6. The Grantee is solely responsible during the term of the easement for any and all costs and expenses associated with the operation, maintenance and repair of the existing buried propane tank including but not limited to compliance with all local, state and federal laws or regulations of whatever kind.
7. The Grantor reserves the right to cancel and terminate this easement at any time upon sixty (60) days advance written notice to Grantee if Grantor determines that the terms and conditions contained herein are not complied with by Grantee.
8. Upon termination or cancellation of this easement, for whatever reason, the Grantor has the option of either retaining the buried propane tank in place without any cost or obligation to Grantor or Grantor can demand that the tank be removed forthwith and properly disposed of by Grantee at Grantee's sole cost and expense.

9. Any transfer or recording fees associated with this easement shall be paid by the Grantee.

LEISURETIME SERVICES, INC.

By: Donald J. Vecchie  
Donald J. Vecchie, President

SAWYER COUNTY

By: Robert Kinney  
Robert Kinney  
SAWYER COUNTY BOARD CHAIRMAN  
Arlene Brandt  
Arlene Brandt  
SAWYER COUNTY AIRPORT  
COMMITTEE, CHAIRPERSON

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

) ss.

Sawyer County )

Personally came before me this 22nd day of February, 1989, the  
above named Robert Kinney and Arlene Brandt to be  
known to be the person who executed the foregoing instrument and  
acknowledge the same.

90

Kris Mayberry  
Notary Public, State of Wisconsin

My Commission ~~expires~~ is permanent.



Drafted By:

Michael A. Kelsey, Attorney  
Hayward, Wisconsin 54843

AUTHENTICATION

Signature of Donald J. Vecchie  
authenticated this 6th day of April, 1990

Michael A. Kelsey  
Michael A. Kelsey  
MEMBER STATE BAR OF WISCONSIN

## **Sawyer County All-Terrain Vehicles and Utility Terrain Vehicles Ordinance**

### **Section 1. General**

**1.01 Purpose** Following due consideration of the recreational value to connect trail opportunities and weighed against the possible dangers, public health, liability aspects, terrain involved, traffic density and history of automobile traffic, Sawyer County enacts this ordinance for the purpose of designating routes for the operation of All-terrain Vehicles (ATV's) and Utility Terrain Vehicles (UTV's) on Sawyer County highways and regulating the operation of ATV's and UTV's on designated routes.

**1.01 Statutory Authority** This ordinance is enacted pursuant to County Board authority under Wisconsin Statutes 59.02, as authorized by 23.33(11)(am) and 23.33 (8)(b). In addition, the provisions of Wisconsin Administrative Code NR 64 regulating ATV/UTV operations are hereby adopted.

### **Section 2. Regulated Operation of All-Terrain Vehicles and Utility Terrain Vehicles**

**2.01** Pursuant to Wisconsin Statute 23.33 (4)(b), except as provided in Wisconsin Statute 23.33, no person may operate an ATV or UTV on any part of Sawyer County highways except those portions of County highways that are designated as ATV/UTV routes in Section 3.

**2.02** The operation of ATV's and UTV's on any portion of County highway designated as an ATV/UTV route shall be subject to the following:

- a. ATV's and UTV's shall be operated on the extreme right side on the roadway on the paved surface. Operation on the gravel shoulder, grassy inslope, ditches, or other highway right-of-way is prohibited and illegal.
- b. ATV's and UTV's shall be operated in compliance with all applicable Wisconsin laws, orders, regulations, restrictions and rules, including Wisconsin Statute 23.33 and Wisconsin Administrative Code NR64.
- c. ATV's and UTV's shall be operated within applicable speed limits.
- d. All ATV/UTV operators shall ride in single file.
- e. No ATV/UTV may be operated on any designated route between the hours of 1:00 a.m. and 5:00 a.m. daily.
- f. All ATV's/UTV's are required to display a lighted headlamp and tail lamp while operating on a county highway.
- g. No person may operate or be a passenger on an ATV or UTV without wearing protective headgear of the type required in Wisconsin Statutes 347.485(1)(a), unless the person is at least 18 years of age.
- h. No person under twelve (12) years of age shall operate an ATV or UTV on Sawyer County highways.
- i. All ATV/UTV operators who are born after January 1, 1988 and operating on a county highway are required to have an ATV Safety Certificate.

### **Section 3 Designated Routes**

**3.01** The following segments of Sawyer County highways are designated as ATV/UTV routes:

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 (13116 CTH C to STH 48)  
County Road CC (CTH N to Conger Road)  
County Road CC (Flowage Road to CTH B)  
County Road D (STH 40 – 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 Ashland County line)  
County Road H (Blueberry Fire Lane to Blueberry Avenue)  
County Road H (STH 27/70 to Beaverbrook Road)  
County Road K (County Road E to CTH KK)  
County Road KK (Circle Drive to CTH K)  
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)

**3.02** The Sawyer County Public Works Committee may amend the designated ATV/UTV routes on adoption of a committee resolution which adds or removes segment from the routes listed in 3.01. Such committee resolution shall be effective immediately and the Clerk shall cause to be posted and published an amended listing of ATV/UTV designated routes in at least one public place and on the County website.

## **Section 4 Administration**

**4.01** All requests for new or revised ATV/UTV route designations shall first be submitted to the Sawyer County Highway Department for review prior to the second Wednesday in January for any request to be considered for the calendar year. All requests must be submitted by the Sawyer County Snowmobile and ATV Alliance to be considered. A copy of approved local jurisdiction minutes must accompany the request. The highway department shall review such requests for county trunk highway route designations and make a recommendation to the Sawyer County Public Works Committee. All route requests within the Lac Courte Oreilles reservation shall be provided to the Lac Courte Oreilles Tribal Council for their review and input prior to approval. The Public Works Committee shall review the ATV/UTV route request, including appropriate criteria for making a designation and make a decision approving or denying the request.

**4.02** Safety of the traveling public is of great concern to Sawyer County. Below is a list of factors that shall be considered when determining whether a county highway will be considered for an ATV/UTV route. This list is not exhaustive as every county highway has their own unique features that may need additional consideration:

- (1) ADT (average daily traffic).
- (2) Sawyer County Sheriff Department concerns.
- (3) Accident history within proposed route.
- (4) Verification that all other route options have been considered.
- (5) Presence of school zones or other special consideration areas.
- (6) Will the requested route connect segments of other ATV/UTV trail network?
- (7) Vertical/horizontal highway alignment issues.
- (8) Sight distance issues at the posted highway speed.
- (9) Pavement width.
- (10) Commercial heavy truck volumes.
- (11) Environmental hazards.

**4.03** All existing ATV/UTV routes shall be reviewed in February of each year by the Sawyer County Public Works Committee to consider the continued value, efficacy or need for the ATV/UTV route. This renewal process shall also include a report from the Sheriff's Department on ATV/UTV violations, crashes, and safety concerns.

**4.04** The Sawyer County Highway Department shall have sole authority and responsibility for placement of signage on the designated county highway routes. The county highways designated as ATV/UTV routes will not be open until they are marked with appropriate signage.

**4.05** The Sawyer County Snowmobile and ATV Alliance shall provide all necessary signs, posts, etc. required for the proper installation of ATV/UTV route signs.

**4.06** The Sawyer County Highway Commissioner is authorized to enter into on behalf of Sawyer County contracts that provide for the reimbursement of the costs incurred by the County for the installation of the ATV/UTV route signs.

## **Section 5 Enforcement**

**5.01** This ordinance shall be enforced by the Sawyer County Sheriff's Department.

**5.02** This ordinance may be enforced in accordance with Wisconsin Statutes 23.33(12) including the issuance of a citation under Section 66.0113, Wisconsin Statutes.

**5.03** The penalties as set forth in Wisconsin Statutes 23.33(13)(a) are adopted by reference.

## **Section 6 Severability**

**6.01** Should any sub-section, clause, or provision of this Ordinance be declared by the Court to be invalid, the same shall not affect the validity of the section as a whole or any part thereof, other than the part so declared to be invalid.

## **Section 7 Effective Date**

**7.01** This ordinance becomes effective immediately upon passage by the Sawyer County Board of Supervisors and publication.

#### Highway Commissioner Report June, 2022

The large culvert on STH 27 near Smith Creek will be replaced the week of July 18, 2022. Antczak Construction of Cameron, WI, is doing the culvert replacement. This culvert replacement will necessitate a road closure. A signed detour will be provided.

Mowers are out on state and county trunk highways. There are two mowers on county highways and one mower on state highways.

The crew has finished crack sealing on CTH B, from CTH NN to STH 70.

Sawyer County started their Pbm (performance-based maintenance) contract with WisDOT to crack seal USH 63 on June 29, 2022. Work has been proceeding nicely.

There are currently two employees with worker's compensation injuries. Both employees are still working, one with restrictions.

There is currently a vacancy for a driver/operator position in the Radisson Shop. This position is still be advertised until filled.



## Sawyer County Courthouse Addition and Remodeling

Miron Project #211290

**June 2022**

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## Table of Contents

Executive Summary  
Schedule  
Progress Photos

### Key Project Drivers

- Open in time for new judge to be seated August 2023
- Minimize financial impact to Sawyer County tax payers

## Distribution List

Andy Albarado  
Sawyer County Administrator  
**Sawyer County**  
andy.albarado@sawyercountygov.org  
715-829-6751

Jack Blume  
Principal  
**Zimmerman Architectural Studios**  
jack.blume@zastudios.com  
414-225-0857

Taylor Rhode  
Project Manager  
**Miron Construction Co., Inc.**  
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Our *commitment* reaches beyond construction;  
our *passion* brings *dreams* to life.

## Executive Summary

### Site Activities

- Utility relocates completed.
- Site utilities ongoing.
- Site demo continued.

### Bid & Award

- All contracts have been bid out and awarded.

### Major Milestones / Accomplishments

- Utilities relocated to allow foundations to continue.

### Upcoming Milestones

- None

### Key Issues and Concerns

- Generator redesign.
- Adding gutters and downspouts to exiting roof and the routing of new storm water piping/tie-ins.

We exist to create...

# Relationships

...built on honesty and integrity, with  
clients, partners, and employees.  
At Miron, people come first.

## Schedule Summary

### Schedule Update

Miron mobilization for the project is complete and subcontractors will continue to mobilize in the coming months. Temporary fencing is established for phase 1. Site utilities and footings / foundations started in June and will continue through the end of July.

### Delays

- Weather
  - 1 rain day experienced
- Materials & Labor
  - No concerns
- Design
  - No concerns
- Owner
  - No concerns

### Key Issues / Concerns / Recommended Action Steps

- Potential changes to the storm water tie ins due to underground utility conflicts and the request to tie in new gutters from the existing roof to the storm water system.

We exist to serve each...

Community

...in which we live and work, giving back whenever and wherever we can.

## Progress Photographs



South Firewall Foundations Excavation



South Firewall Foundations Prep



South Firewall Foundations Forming



South Firewall Foundations Pour



South Firewall Footing Poured



North Firewall Foundations Formed & Poured

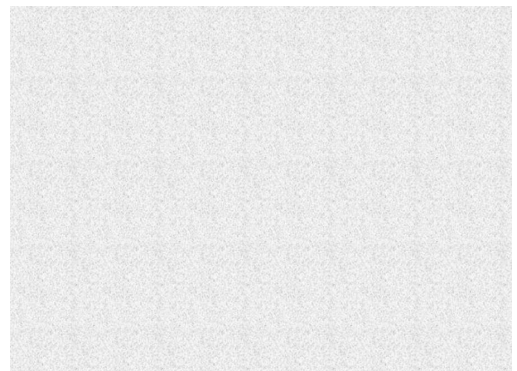
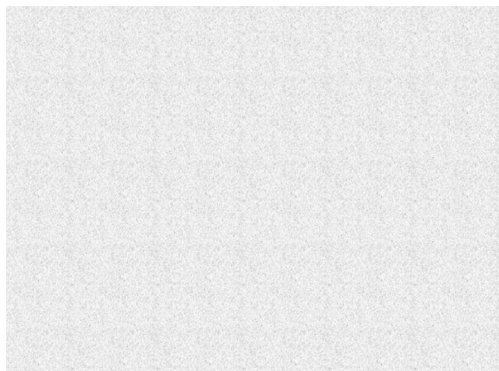
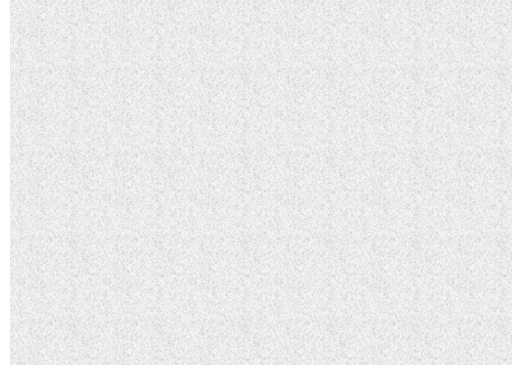
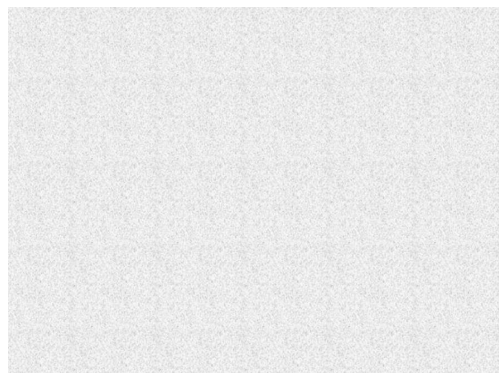
## Progress Photographs *(continued)*



Precast Overhang Demo



Slab Demo



## Progress Photographs *(continued)*



Time-Lapse 6/15/2022



Time-Lapse 6/30/2022