

**HANGER LAND LEASE AGREEMENT**

**BETWEEN**

**WAUKESHA COUNTY**

**AND**

**NAME  
STREET  
CITY, STATE, ZIP**

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THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between WAUKESHA COUNTY, a municipal corporation, hereinafter referred to as the "COUNTY", and \_\_\_\_\_, a Land Lessee hereinafter referred to as "LESSEE".

### PRELIMINARY RECITALS

The County is the owner and operator of Waukesha County Airport - Crites Field, an airport situated in Waukesha County, Wisconsin (the "Airport").

Lessee desires to lease from the County a parcel of land at the Airport to be used for the construction of an aircraft storage facility (a hangar).

NOW, THEREFORE, in consideration of the mutual promises of the County and Lessee as set forth below, the County and Lessee agree as follows:

### ARTICLE 1 TERM; EXTENSION

This Agreement shall commence on \_\_\_\_\_, 2000\_ and shall terminate on \_\_\_\_\_, 2030, unless terminated sooner as permitted by this Agreement.

Lessee shall have the option to request a new land lease agreement ten (10) and twenty (20) years from the date of the initial Agreement commencement as stated above. If Lessee chooses to exercise one or both options, the County will prepare a new agreement with terms and conditions reflecting the then current terms and conditions the County has in effect for hangar land lease agreements. Lessee shall exercise its options in the following manner:

- A. At least three (3) months prior to the first and second option periods, Lessee shall notify the County in writing by registered mail of Lessee's desire to have a new land lease agreement prepared.
- B. Upon receipt of Lessee's notice, the County shall prepare a new thirty year land lease agreement which shall reflect the County's terms and conditions for hangar land leases in effect at the option period. Such agreement shall commence on the option date.
- C. Lessee shall have until Lessee's first and/or second option period, respectively, to execute the new agreement, and upon execution by Lessee and the County this Agreement shall be terminated.

### ARTICLE 2 LEASED PREMISES; PURPOSE

The County leases to the Lessee the following described portion of the Airport which, unless specifically stated otherwise, is referred to in this Agreement as the "Leased Premises".

A parcel of land approximately \_\_\_\_\_ feet wide by \_\_\_\_\_ feet long and containing approximately \_\_\_\_\_ square feet, which is more specifically shown on Exhibit 1 which is attached to and made a part of this Agreement. This parcel will be used for the construction of a hanger facility by Lessee which will be used for the following purposes: the inside storage of aircraft owned by Lessee, and the storage of related materials and supplies.

### ARTICLE 3 FEES AND RENTALS

The Lessee shall pay the following fees and rentals:

- 1. A lot description fee of \$ \_\_\_\_\_, to be paid no later than \_\_\_\_\_.
- 2. Annual rental for the Leased Premises of \$ \_\_\_\_\_ (calculated at \_\_\_\_\_ cents per square foot times \_\_\_\_\_ square feet), with the prorated amount for the year 2000 to be \$ \_\_\_\_\_, to be paid by \_\_\_\_\_, 2000.

For the year 2001 and each year thereafter, the annual rental for the Leased Premises rent shall be adjusted on the basis of the percentage by which the average of the United States Consumer Price Index - Urban (or its successor or replacement index) for the previous twelve calendar months ending June, 2000

increased or decreased over the average for the prior twelve calendar months ending June, 1999. The same adjustment in the premises rent shall be made according to the same formula for each succeeding year.

Commencing with the year 2001, the rental payments shall be made in four equal installments on January 1, April 1, July 1, and October 1.

#### **ARTICLE 4 STANDARDS FOR GENERAL AVIATION OPERATORS**

The provisions set forth in Exhibit 2, entitled Waukesha County Airport Minimum Standards for Aeronautical Service Providers, are made a part of this Agreement as are any amendments thereto made from time to time. If this Agreement and the Waukesha County Airport Minimum Standards for Aeronautical Service Providers are in conflict in what they require of the Lessee, or in what they obligate the Lessee to do or not to do, the Waukesha County Airport Minimum Standards for Aeronautical Service Providers shall control.

#### **ARTICLE 5 RIGHTS AND PRIVILEGES OF LESSEE**

Subject to the terms and conditions hereinafter set forth, Lessee is hereby given the following rights and privileges.

1. Storage - Lessee has the right to store aircraft on Lessee's Leased Premises; however, Lessee shall not engage in any other business or operation without the written consent of the County. Lessee understands that a violation of this paragraph is a material default and breach of this Agreement which gives the County the rights set forth in Article 11.
2. Aeronautical Facility Use - Lessee shall be permitted to use, in common with others, existing and future aeronautical facilities at the Airport as they may exist or be modified, augmented, or deleted from time to time. These facilities shall include, but not be restricted to the landing areas, their extensions and additions, roadways, aprons, and any air navigation facilities or other conveniences for the flying, landing, and taking-off of aircraft. Nothing herein shall prohibit the County from modifying, augmenting, or deleting any such facilities.
3. Ingress and Egress - Subject to rules and regulations governing the use of the Airport as may be established by the Airport Manger, the Lessee, its employees, suppliers of materials, furnishers of service, subleases, business visitors, and invites shall have the right of ingress and egress to and from the Premises leased exclusively to Lessee.
4. Quiet Enjoyment - The County covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this Agreement. Lessee agrees that temporary inconveniences, such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements or Airport events shall not constitute a breach of quite enjoyment of the Leased Premises.

#### **ARTICLE 6 RIGHTS AND PRIVILEGES OF COUNTY**

In addition to other rights and privileges, the County has the following rights and privileges:

1. Airport Development - The County has the right, but shall not be obligated to Lessee, to develop or improve the landing areas and other portions of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance. If the development of the Airport requires it, the County has the right to either (1) substitute another parcel of land for the Leased Premises, and relocate Lessee's improvement(s) to that new parcel at no cost to the Lessee, or (2) purchase Lessee's improvements at fair market value, and terminate this Agreement. In the event of a substitution and relocation or a purchase and Agreement termination as permitted by this section, the County shall have no liability to the Lessee for any loss, expense, damage or cost of any nature whatsoever that results from or is occasioned by the substitution and relocation or the purchase and

Agreement termination.

2. Aerial Approaches - The County has the right to take any action it considers necessary to protect the aerial approaches and transition surfaces of the Airport against obstruction, together with the right to prevent the Lessee or sub-lessee from erecting or permitting to be erected any building or other structure on the Airport, which, in the opinion of the Airport Commission would limit the usefulness of the Airport or constitute a hazard to aircraft.
3. War, National Emergency, Riot, or Natural Disaster - During time of war, national emergency, riot or natural disaster, the County shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin for military or national Guard use and, in such event, the provisions of this Agreement, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be suspended for the term of such government lease.
4. Access to Leased Premises - To the extent necessary to protect the rights and interests of the County, or to investigate compliance with the terms of this Agreement, the Airport Manager or his designee shall at any and all times have the right to inspect the Leased Premises, including all buildings, structures, and improvements erected thereon.
5. Unrestricted Right of Flight - The County, for the use and benefit of the public, has a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

## **ARTICLE 7 OBLIGATIONS OF LESSEE**

Except as otherwise specifically provided herein, Lessee shall have the following obligations.

1. Condition of Leased Premises - Lessee accepts the Leased Premises in its present condition and, without expense to the County, will maintain any installations thereon.
2. Construction - Lessee shall construct a hangar on the Leased Premises. Lessee shall have all construction plans, including site preparation approved by the Airport Commission prior to any construction occurring on the Leased Premises, such approval not to be unreasonably withheld. Lessee is prohibited from deviating from the County approved construction plans without written permission from the County. Construction must begin within six (6) months from the execution of this Agreement and must be completed within six (6) months from the time construction begins. Construction scheduling and operations shall be coordinated with, and approved by the Airport Manager before construction shall begin, such approval not to be unreasonably withheld. Lessee understands that restoration of any and all portions of the Airport which are disturbed by Lessee or its contractors during construction shall be restored at Lessee's sole expense to the same condition as before construction began.
3. Maintenance, Exterior Storage, and Housekeeping - Lessee shall at its expense, keep, maintain, and repair the Leased Premises, any improvements thereto, and all equipment and buildings in a presentable and operable condition, consistent with good business practices, and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity. This shall include, but not be limited to: roof, exterior painting, all doors, paved areas, lighting, grass, and landscaped areas within lease lines.

Lessee further agrees that there will be no outside storage of equipment, materials, supplies, or damaged or partially dismantled aircraft on the Leased Premises, and will remove at its expense all trash, garbage, and oil, and not deposit the same on any part of the Airport except temporarily in conjunction with collection or removal.

In the event Lessee does not keep the Leased Premises in a presentable condition, the County has the right to issue a written notice to remedy the condition forthwith. Should Lessee fail to perform satisfactorily within ten (10) days of such notification, or show cause for extension of said time period, the County shall have the right to perform, or have performed by an outside contractor the

necessary work without liability, and Lessee agrees to pay the County one hundred twenty five percent (125%) of such expenses within fifteen (15) days upon invoice receipt.

In the event of fire or any other casualty to buildings or other structures owned by Lessee, Lessee shall either repair or replace the building or remove the damaged building and restore the Leased Premises to its original condition; such action must be accomplished within one hundred twenty (120) days of the date the damage occurred. Upon petition by Lessee, the County may grant an extension of time if it appears such extension is warranted.

4. Additions or Alterations - Lessee is prohibited from making alterations, attaching external fixtures, or making other changes to the hanger facility unless approved in advance in writing by the Airport Manager.
5. Signage and Illumination - Lessee shall not paint upon, attach, exhibit or display in or about said Leased Premises any sign without the written consent of the Airport Manager first obtained regarding the nature and construction of said sign, provided always that the Lessee may erect across the front of the building an appropriate sign containing the name of the Lessee with Airport Manager approval, said approval not to be unreasonably withheld.
6. Utilities - Lessee agrees to provide its own connections with utilities and to make separate arrangements with the agencies responsible for these utilities. Lessee shall pay for all utility service supplied to the Leased Premises, and if required by the utility agencies as a condition of providing the services, Lessee will install and pay for standard metering devices for the measurement of such services. In the event it shall become necessary to make utility service or facility changes, Lessee will either make such changes and installations, at its expense, as directed and required by the utility organizations, or pay the utility organization for such changes made. The County shall have the right, without cost to Lessee, to install and maintain in, on or across the Leased Premises, sewer, water, gas, electric, and telephone lines, electric substations, or other installations necessary to the operation of the Airport, or to service other tenants of the County; provided, however, that the County shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Lessee's use of the Leased Premises.
7. Discrimination - Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that a) no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, b) that in the construction of any improvements on, over, or under such land and the furnishings of services, thereon, no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and c) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in 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.
8. 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 the County in enforcing the covenants and agreements of this Agreement.
9. Taxes, Licenses, and Permits - Lessee shall obtain and keep current all municipal, County, State and Federal licenses and permits that may be required in its operation. Also, Lessee will bear, pay, and discharge all taxes, assessments and levies of every nature and kind which may be taxed, charged or assessed lawfully against the Leased Premises and improvements thereon, or which may be lawfully levied or imposed upon the leasehold by a governmental agency.
10. Liens - Lessee agrees to promptly pay all sums legally due and payable on account of any labor performed on, or materials furnished for the Leased Premised. Lessee shall not permit any liens to be placed against the Leased Premises on account of labor performed or material furnished, and in the event such a lien is placed against the Leased Premises, Lessee agrees to save the County harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all

such asserted claims or liens as soon as reasonably possible.

11. Parking - Lessee agrees to prohibit vehicle parking on the Airport premises other than those vehicles specifically associated with the use of the Leased Premises, and no other. Lessee, its employees, sub-lessees, guests and invites shall park only on Lessee's Leased Premises, or other publicly designated parking areas. Lessee, its agents or guests are expressly prohibited from operating any vehicle on any area of the Airport designated as a "movement area". Lessee shall at all times comply with posted signs regulating the movement of vehicles.
12. Laws, Ordinances, Rules and Regulations - Lessee agrees to observe and obey the rules and regulations governing the conduct and operation of the Airport facilities promulgated from time to time by the Airport Manager, Airport Commission, and/or Waukesha County Board. Lessee shall also comply with, at its own cost and expense, all applicable Federal, State, and local laws and ordinances.
13. Storage of Flammable Fluids - Lessee agrees that the storage of gasoline or other flammable fluids in bulk quantities shall be limited to the Airport Fuel Farm or to such area as designated by the Airport Manager. Lessee agrees that the storage of all other gasoline or flammable fluids shall be in an approved steel locker labeled "FLAMMABLE". The Airport Manager may, in his discretion, prohibit or impose restrictions on the storage of said materials if, in the Manager's opinion, the storage is determined a safety hazard. The disposal of any hazardous chemicals or fluids on the Airport premises is prohibited.
14. Snow Plowing - Lessee agrees to be responsible for the plowing of snow within its Leased Premises including parking lot(s) and aircraft parking ramp(s). The County shall provide snow removal on all movement areas consistent with priorities established and specified in the Waukesha County Airport Snow and Ice Control Plan.

## **ARTICLE 8 INSURANCE**

Lessee shall, at its expense, maintain insurance in full force and effect during the terms of this Agreement in such amounts and coverages as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of Wisconsin satisfactory to the County. The County, its boards, commissions, agencies, appointed and elected officials, employees, and representatives shall be named as additional insureds. Certificates of Insurance evidencing the required insurance shall be filed with the County's Airport Manager and upon request certified copies of the required insurance policies shall also be filed. The Certificates of Insurance and all such policies shall contain a provision that coverages will not be canceled or non-renewed during the term of this Agreement unless thirty (30) days advance notice in writing has been given to the County in the manner specified in this Agreement.

1. Commercial General Liability  
Coverage must include premises and operations.  
Limits - Bodily injury and property damage combined single limit - \$1,000,000 each occurrence.
2. Aircraft Liability (for all owned aircraft which are operated at Waukesha County Airport/Crites Field).  
  
Bodily injury and property damage:
  - a. From the date this Agreement commences through June 30, 2002 a combined single limit for each occurrence of \$500,000.
  - b. From July 1, 2002 and until this Agreement expires, a combined single limit for each occurrence of \$1,000,000.
3. Property Insurance (for all property on the Leased Premises).  
  
Limit - Lessee shall carry sufficient all-risk property insurance on owned and leased buildings and equipment, including aircraft, at the Airport.

It is expressly understood that the County has no responsibility for Lessee's owned or leased equipment.

The County may elect, at its option, to terminate this Agreement upon the cancellation or other termination of any insurance policy issued in compliance with this Article, unless another policy has been filed and approved pursuant to this Article, and shall have been in effect at the time of such cancellation or termination.

## **ARTICLE 9 INDEMNIFICATION AND HOLD HARMLESS**

The Lessee will not hold the County liable for any damage to property or injury or death to person when the damage, injury or death is in any way connected or related to the Lessee's obligations under or its performance of this Agreement, its use or occupancy of the Leased Premises, or any of its operations permitted or required by the Agreement. This hold harmless provision will not apply if the damage, injury or death was caused by 1) an intentional act of the County, or 2) a negligent act of the County, in which case the County's liability shall be limited to the percentage of negligence attributable to it.

If any demand, claim, lawsuit or proceeding is brought against the County and is in any way connected or related to the Lessee's performance of, or its obligations under this Agreement, its use or occupancy of the Leased Premises, or the operations permitted or required by this Agreement, Lessee shall fully defend the County against the demand, claim, lawsuit or proceeding. The County shall give the Lessee prompt notice of any such demand, claim, lawsuit or proceeding. If such demand, claim, lawsuit or proceeding is brought the County shall have the right, but not the duty, to (1) investigate and settle the demand, claim, lawsuit or proceeding, and (2) participate in the defense of the demand, claim, lawsuit or proceeding.

If a demand, claim, lawsuit or proceeding as described in the preceding paragraph is brought, the Lessee shall pay all expenses, costs, losses, damages, fees, including attorney fees, fines, forfeitures, judgments and awards that result from the demand, claim, lawsuit or proceeding. If the demand, claim, lawsuit or proceeding was settled by the County, the Lessee shall have no payment obligation unless it approved the settlement.

In this Article, "County" includes Waukesha County and the Waukesha County Airport Commission and all of their members, employees, officials, officers and agents.

## **ARTICLE 10 SUBLEASES; RESPONSIBILITY FOR SUBLESSEE**

The Lessee shall not sublease the Leased Premises, nor any part of the Leased Premises without the express written consent of the County, such consent to not be unreasonably withheld. At a minimum, the County will require that any sublease agreement be in writing and that it include: that the agreement be subject to the terms and conditions of this Agreement; that sublessees maintain aircraft liability insurance in the amounts the County sees fit; that sublessees maintain other insurance coverages and amounts as the County prescribes; and that sublessees hold the County harmless.

Lessee shall accept full responsibility and liability for the acts and omissions of its sublessees.

## **ARTICLE 11 DEFAULTS AND REMEDIES**

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the Lessee.

1. The filing by Lessee of a voluntary petition in bankruptcy.
2. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.
3. The taking by a court of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act.
4. The filing of any lien against the Airport or any of its property as the result of any act or omission of Lessee, if the lien is not discharged or contested in good faith by Lessee (as determined by the County) within fifteen (15) days of Lessee's receipt of notice of the lien, unless Lessee posts a bond within this time period equal to the amount of the lien.
5. The voluntary abandonment by Lessee of its operations at the Airport for a period of ten (10) days or



- more.
6. The appointment of a receiver of Lessee's assets, or any general assignment for the benefit of Lessee's creditors.
  7. The transfer of Lessee's interest herein by other operation of law.
  8. The failure by Lessee to make any payment required by this Agreement for a period of fifteen (15) days after the time such payment becomes due, where such failure continues for a period of fifteen (15) days after written notice from the County.
  9. The falsification by the Lessee of any of its records or figures so as to deprive the County of any of its rights under this Agreement.
  10. The failure by Lessee to perform any of the covenants, conditions, or obligations imposed on it by this Agreement where the failure continues for a period of fifteen (15) days after written notice from the County, unless a shorter time is specified in this Agreement.
  11. A sale or other transfer of stock in Lessee's corporation which divests the present stockholders of controlling interest without the written approval of the County, such approval not to be unreasonably withheld.
  12. The transfer or assignment, or attempted transfer or assignment of this Agreement by Lessee, without securing prior written approval of the County, such approval not to be unreasonably withheld. It shall be understood for the purpose of this part that negotiations by Lessee for the assignment or transfer of this Agreement shall not be construed as "attempted transfer".

In the event of any default by the Lessee, the County shall have the right to declare this Agreement terminated. In addition to the termination right described in the preceding paragraph, the County shall have the following rights and remedies upon default by Lessee:

1. The recovery of any unpaid rent, fees and other payments due and owing at the time of termination, plus any unpaid rent and fees that would have been earned and other payments what would have been made if the Agreement had not been breached by Lessee.
2. The recovery of any damages, costs, fees and expenses incurred by the County as a result of the breach of the Agreement by Lessee.
3. The removal of all persons from the Airport, and the removal and storage at Lessee's expense of all of its property on the Airport.
4. Any other right or remedy, legal or equitable, that the County is entitled to under applicable law.

In the event of any such termination as described above, the County shall have the right at once and without further notice to the Lessee to enter and take full possession of all property and space occupied by the Lessee under this Agreement. Upon the termination of this Agreement for any reason, Lessee shall yield up all property, space, equipment and facilities to the County in the same condition as when received, reasonable and ordinary wear and tear and damage by the elements excepted. In the event of the failure on the part of the Lessee upon the termination of this Agreement to immediately remove from the Airport all property owned by it, the County may effect such removal and store such property at Lessee's expense. Lessee shall pay and discharge all reasonable costs, attorney's fees, and expenses that are incurred by the County in enforcing the terms of this Agreement.

The failure of the County to declare this Agreement terminated for any of the reasons set out above shall not bar the right of the County to subsequently terminate this Agreement for any of the reasons set out above. Further, the acceptance of rental or fees by the County for any period after a default by Lessee shall not be deemed a waiver of any right on the part of the County to terminate this Agreement.

## **ARTICLE 12 ADDITIONAL TERMINATION RIGHTS**

In addition to the termination rights set forth in the preceding Article, the County may also terminate this Agreement if any of the following events occur:

1. A determination by the Waukesha County Board of Supervisors, by resolution or ordinance, that termination is necessary to secure federal funding for Airport development. In this event, the County shall give Lessee sixty (60) days written notice, and at the expiration of such sixty day period, title to any and all improvements made by Lessee upon any Airport land shall immediately vest in the County without further proceedings or conveyances, and the County may immediately enter and take possession. However, in such event, the County shall make payment to Lessee in a sum sufficient to

cover the fair market value of any structure it has erected upon such land, minus a depreciation allowance.

2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part of parts thereof, in such manner as to substantially restrict Lessee, for a period of at least sixty (60) days, from its operations.

### **ARTICLE 13 CANCELLATION BY LESSEE**

Lessee may cancel this Agreement at any time that it is not in default in its obligations by giving the Airport Manager thirty (30) days written notice to be served as hereinafter provided after the happening of any of the following events, if such event materially impairs the conduct of Lessee's normal business on the Airport:

1. The issuance by a court of competent jurisdiction of any injunction in any way preventing or restraining normal use of the Airport or any substantial part of it, and the remaining in force of such injunction for a period of sixty (60) consecutive days, such injunction not being the result of any fault of Lessee;
2. The inability of Lessee to use, for a period of six (6) consecutive months, the Airport or any substantial part of it due to enactment or enforcement of any law or regulation, or because of fire, earthquake or similar casualty or Acts of God or the public enemy; or
3. The lawful assumption by the United States Government of the operation, control or use of the Airport or any substantial part of it for military purposes in time of war or national emergency for a period of at least ninety (90) days.

Failure of Lessee to declare this Agreement canceled for any of the reasons set out above shall not operate to bar or destroy the right of Lessee to cancel this Agreement by reason of any subsequent occurrence of the described events.

### **ARTICLE 14 WAIVER OF SUBROGATION**

The County and Lessee hereby release each other from any and all responsibility to the other for any loss of damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance, even if such loss or damage is caused by the fault or negligence of the other party or anyone for whom such party is responsible. The County and the Lessee agree that to the extent any such policy of insurance provides a right of subrogation in the insurer, or to the extent a right of subrogation exists independent of such policy, each will indemnify and hold the other harmless for any loss, claim or expense suffered as the result of any action taken pursuant to the right of subrogation. To the greatest extent possible, the County and the Lessee will, in furtherance of the intent of this provision, make every effort to obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance.

### **ARTICLE 15 REMEDIES CUMULATIVE; NO WAIVER**

All of the rights and remedies given to the County in this Agreement are cumulative and no one is exclusive of any other. The County shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law, whether stated in this Agreement or not.

The failure of the County to take action with respect to any breach by Lessee of any covenant, condition or obligation in this Agreement shall not be a waiver of such covenant, condition or obligation or a subsequent breach of the same or any other covenant, condition or obligation. The acceptance by the County of any rent or other payment shall not be a waiver by it of any breach by Lessee of any covenant, condition or obligation.

### **ARTICLE 16 DAMAGE TO PROPERTY OF LESSEE AND OTHERS**

The County shall have no liability to the Lessee or its sublessees, contractors, guests or invitees for any damage to their property caused by fire, tornado, earthquake, windstorm or other casualty, not for any damage caused by the act or omission of a third party.

**ARTICLE 17  
DAMAGE TO PREMISES AND PROPERTY  
BY LESSEE AND OTHERS**

If any part of any Airport property is damaged by the act or omission of the Lessee, its agents, officers, employees, contractors, sublessee and subcontractors, the Lessee shall pay to the County, upon demand, any amount which the County reasonably determines is necessary to repair or replace the property.

**ARTICLE 18  
COUNTY REPRESENTATIVE**

The Airport Manager is the official representative of the County for the administration and enforcement of this Agreement.

**ARTICLE 19  
SUBORDINATION**

This Agreement is and shall be subordinate to any existing or future Agreement between the County and the United States regarding the operation or maintenance of the Airport.

**ARTICLE 20  
COMPLIANCE WITH LAW**

At its own expense, the Lessee shall comply with all laws of the United States and the State of Wisconsin, all applicable local ordinances, and all rules and requirements of any law enforcement, fire department or other municipal agency. At its own expense, the Lessee shall obtain any and all permits and licenses which may be necessary for any activity at the Airport for which a license or permit is required. The Lessee shall not do or allow to be done anything at the Airport which is in violation of, or prohibited by any law, ordinance, rule, requirement, permit or license. If the attention of the Lessee is called to any such violation, the Lessee will immediately desist from or cause to be corrected such violation.

**ARTICLE 21  
GOVERNING LAW;  
VENUE FOR DISPUTES**

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Wisconsin. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in the circuit court of Waukesha County, Wisconsin, and the County and the Lessee submit to the exclusive jurisdiction of the circuit court for such lawsuits.

**ARTICLE 22  
COUNTERPARTS**

This Agreement has been executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument.

**ARTICLE 23  
SEVERABILITY**

In the event that any provision in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement, provided that the invalidity of any such provision does not materially prejudice either the County or Lessee in their respective rights and obligations contained in the valid provisions of this Agreement.

**ARTICLE 24  
SURVIVAL OF OBLIGATIONS/  
SUCCESSORS AND ASSIGNS BOUND**

The Lessee shall be responsible for the obligations in Article 9 in perpetuity. Additionally, any payment obligation and repair obligation that exists as of the termination or cancellation of this Agreement shall extend until the obligation is satisfied.

All of the provisions, covenants, and stipulations in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties.

**ARTICLE 25  
ENTIRE AGREEMENT**

This Agreement contains and embodies the entire Agreement between the County and the Lessee and supersedes and replaces any and all prior agreements, understandings and promises on the same subject, whether they are written or oral.

**ARTICLE 26  
NO ASSIGNMENT**

This Agreement may not be assigned, nor may any part of it be assigned, without the express written consent of the County, such consent not to be unreasonably withheld.

**ARTICLE 27  
RIGHTS UPON EXPIRATION OR TERMINATION**

Upon expiration of this Agreement or upon termination of this Agreement, the County may, in its sole discretion, do any of the following:

1. Negotiate a new agreement with Lessee;
2. Take title to all structures located on the Leased Premises; or
3. Order and require Lessee to remove all structures located on the Lease Premises and restore the site to its original condition within (60) days.

**ARTICLE 28  
HOLDOVER POSSESSION OF PREMISES BY LESSEE**

In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of this Agreement or termination for any cause, the holding over shall be deemed not to operate as a renewal or extension of this Agreement and shall create a tenancy from month to month which may be terminated at any time by the Airport Manager or Lessee, upon notice as required to end month to month tenancies.

**ARTICLE 29  
PARAGRAPH HEADINGS**

All paragraph and subparagraph headings contained in this Agreement are for convenience in reference only, and are not intended to define or limit the scope of any provision.

**ARTICLE 30  
NOTICES**

Notices to the County or Lessee provided for in this Agreement shall be hand delivered or sent by certified mail, postage prepaid, addressed to:

County  
Airport Manager  
Waukesha County Airport  
2525 Aviation Drive  
Waukesha, WI 53188

Lessee  
Name  
Street  
City/State/Zip

or to such other addresses as the parties may designate to each other in writing from time to time, and such notices shall be deemed to have been given when so sent.

All payments shall be made payable to the Waukesha County Airport and sent to the attention of the Airport Manager at the County's address stated above.

IN WITNESS WHEREOF, the parties have hereto have caused this Agreement to be executed by their proper officers, this \_\_\_\_ day of \_\_\_\_\_, 2000.

Signed in the Presence of:

WAUKESHA COUNTY:

\_\_\_\_\_

By:

\_\_\_\_\_  
Glenn S. Januska, A.A.E.  
Airport Manager

Signed in the Presence of:

LESSEE:

\_\_\_\_\_

By:

\_\_\_\_\_