

# Rock County, Wisconsin



Airport Board Meeting  
Monday, October 21, 2019 at 8:00 a.m.  
Southern Wisconsin Regional Airport Terminal Conference Room  
1716 W. Airport Rd.  
Janesville, WI 53546

1. Call to Order
2. Adoption of Agenda
3. Approval of Minutes of August 19, 2019
4. Citizen Participation, Communications, Announcements, and Information
5. Consent Calendar
  - a. Transfers
  - b. Review of payments
6. Updates, Discussion and Possible Action
  - a. Discussion/Possible Action – Approve Lease with Moose Holdings, LLC
  - b. Discussion/Possible Action – Approve Termination of Lease with Hershey Lane, LLC
  - c. Review/Possible Action – 2020 Recommended Budget
  - d. Director’s Updates
7. Committee Requests and Motions
8. Next Meeting Date: November 18, 2019 at 8:00 a.m.
9. Adjournment

The County of Rock will provide reasonable accommodations to people with disabilities. Please contact us at 608-757-5510 or e-mail [countyadmin@co.rock.wi.us](mailto:countyadmin@co.rock.wi.us) at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

Rock County, Wisconsin



Airport Board Meeting - Minutes  
Monday, August 19, 2019 at 8:00 a.m.  
Southern Wisconsin Regional Airport Terminal Conference Room  
1716 W. Airport Rd.  
Janesville, WI 53546

Call to Order. Chair Fox called the meeting of the Airport Board to order at 8:00 a.m.

Airport Board Members Present. Supervisors Fox and Mawhinney, Mr. Eric Baker, Mr. Larry Barton, Mr. Dick Cope, Mr. Greg Johnson, Mr. Joe Quint, and Mrs. Katie Reese.

Members Absent. Supervisor Richard.

Staff Members: Greg Cullen            Airport Director  
                         Cynthia Hevel           Airport Specialist  
                         Josh Smith                Rock County Administrator

Others Present: Russ Podzilni        County Board Supervisor, Chairman  
                         Alex Smith                Airport Tenant  
                         Jim Freeman              Helicopter Specialties  
                         Dave Haas                 Jetson Aviation  
                         Coral Swanson          League of Women Voters  
                         William Gempler        Interested Citizen

Adoption of Agenda. Supervisor Mawhinney and Mr. Baker moved the Agenda. MOTION CARRIED.

Approval of Minutes of July 15, 2019. Mrs. Reese and Mr. Quint moved the minutes as written. MOTION CARRIED on the following vote. Ayes- 7, Supervisors Fox and Mawhinney, Board Members Baker, Cope, Johnson, Quint, and Reese. NOES – 0, ABSTAIN – 1, Mr. Barton.

Citizen Participation, Communications, Announcements, and Information. None.

**Consent Calendar**

Transfers. NONE

Review of Payments. The review was completed, there were no questions.

Resolution – Creating an Airport Governance Committee. Supervisor Mawhinney and Fox moved the Resolution. Supervisor Fox stated that this Resolution is on the Agenda as a formality to form the committee to review airport Minimum Standards and Rules and Regulations. MOTION CARRIED.

## Updates, Discussion and Possible Action

Explanation/Discussion of airport storm water fees and credits. Mr. Cullen gave a brief history of the storm water charges for the last four years. 2016 - \$32,116, 2017 – \$36,211, 2018 - \$59,603, and estimated 2019 - \$75,182. County Administrator Josh Smith then gave background on the charges and how they are calculated. Charges are based on impervious surfaces on the airport and credits are offered for water quality and discharge (non-use). In 2016 the County was notified of the City's intent to change the way they process charges and credits. The airport hired MSA to do a study to calculate impervious surfaces and credits and they gave an estimate of approximately \$55,000 for future charges. In 2018 this estimate was close to actual charges, but in 2019 it was noted that the cost was substantially higher than estimated. Mr. Smith was informed by the City that the rate had increased by 9% in 2019, in addition, in 2018 they had not capped credits properly and offered the Airport too many credits. The City is now calculating and capping credits properly.

Supervisor Fox asked how we distribute costs to the tenants and was informed that each tenant already pays storm water charges on the impervious surface within their leased area. Mr. Barton asked what the rationale for the 9% increase was as that amount is much higher than the rate of inflation and Mr. Cope agreed, it seems as though they are making decisions without justification.

Mr. Cullen stated that he has spoken with Tim Whitaker at the City and they have agreed to notify us of any increases they anticipate in their budget process, but we won't know about it until November which is really too late to help with our budget process. Mr. Barton asked if there was an appeal process like there is with home appraisals. Mr. Smith stated that he didn't think so as home appraisals are somewhat subjective and this is based on a rate and square footage.

Mr. Cullen wanted it noted that he would not support passing on storm water fees to the tenants as these fees are for common use areas and these areas benefit all airport users, not only tenants.

Discussion/Possible Action – Business View Magazine Article. Mr. Cullen stated that he had reached out to three airports that have had feature articles written by Business View Magazine. Of the two that responded, both were supportive of the experience. Mr. Cullen reminded the Board that his initial hesitation had been the magazine's request that he provide a signed letter on our letterhead soliciting our tenants to advertise with Business View. He has been assured that this is a no obligation, no pressure request to tenants. Mr. Cullen would like to proceed with the article. Mr. Baker made a motion to approve moving forward with this magazine article and Mr. Johnson seconded it. MOTION CARRIED.

Mr. Smith departed at 8:20 a.m.

### Airport Director's Updates.

Current maintenance vacancy on the night shift – Mr. Cullen informed the Board that our night shift employee has transferred to another department leaving a vacancy in our maintenance staff. Currently he and the other three maintenance men are taking turns performing the one night inspection per week that is required by our Part 139 manual. The hiring process is in progress.

Attending Advance Airport Safety and Operations School at CWA, September 10 & 11 – Mr. Cullen let the Board know that he and Mr. Kevin Smith will be attending this educational opportunity.

Budget 2020 – Mr. Cullen briefly went over some of the capital improvement items that he will be requesting in the 2020 budget. Some discussion took place on the resurfacing of Runway 18/36 with an estimated cost of \$150,000.

Southeast ramp construction update – Mr. Cullen went over the anticipated timeline for the construction project. Preliminary work is scheduled to begin on September 5<sup>th</sup> with construction work beginning in earnest on the 9<sup>th</sup> or 10<sup>th</sup>. The project will take approximately one month and tenants will have access to their hangars the whole time except for about three days during asphaltting.

Warbird Weekend wrap up – Mr. Cullen reported that Warbird Weekend went really well despite it being the hottest three days of the year so far. There were about 2,300 attendees and the vendors sold a lot of rides. They were very happy. The airport earned revenue of approximately \$1,047.

Airfield Lighting Safety Class – Mr. Cullen stated that he has been in contact with AAAE Training Division to try and get an airfield lighting training class held at the airport. Our guys are self-taught and while they do a good job, they need training from a qualified instructor. Recently a qualified electrician at Volk Field was killed while working on runway lighting, this is something that needs to be done. Other airports are supportive and interested in sending staff if this training can be arranged.

Committee Requests and Motions. None.

Next Meeting Date. Due to conflicts for Supervisors Fox and Mawhinney, the next meeting of the Airport Board will be on Monday, September 23, 2019, at 8:00 a.m.

Adjournment. Mr. Johnson and Mr. Barton moved to adjourn at 8:29 a.m. MOTION CARRIED.

Respectfully Submitted,

Cynthia J. Hevel  
Airport Specialist

**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION  
FOR THE MONTH OF AUGUST 2019**

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
43-4453-4110-62210	Telephone		08/22/2019	AT AND T	JUL TELEPHONE SERVICE	95.17
		P1900962	08/22/2019	CHARTER COMMUNICATIONS	AUG SERVICE AT TERM	1,077.55
43-4453-4110-63100	Office&Misc Exp					
		P1900595	08/29/2019	US BANK	STAPLES	8.99
		P1900660	08/22/2019	OFFICE PRO INC	8 1/2 X 11 PAPER	32.00
43-4453-4110-64918	Marketing					
		P1900650	08/01/2019	MIDWEST FLYER MAGAZINE	AUG/SEP ISSUE	53.25
		P1902127	08/29/2019	JANESVILLE AREA CONVENTION AND	12 MONTH WEBSITE ADVERTISING O	1,000.00
<b>Airport Administration PROG TOTAL</b>						<b>2,266.96</b>
43-4453-4453-61100	Regular Wages					
		P1902051	08/22/2019	FORWARD FOUNDATION	2019 SUMMER INTERN	1,100.00
43-4453-4453-62160	Cleaning Contrac					
		P1900634	08/29/2019	ALSCO INC	UNIFORMS WK OF 8/19	126.19
		P1900637	08/08/2019	DIVERSIFIED BUILDING MAINTENAN	CLEANING JUL 2019	628.22
		P1900653	08/29/2019	JAYS BIG ROLLS INC	PINK HAND SOAOP	21.00
		P1902113	08/22/2019	RANDYS WINDOW CLEANING	INSIDE & OUTSIDE WINDOW CLEAN	1,175.00
43-4453-4453-62164	Disposal Service					
			08/22/2019	ADVANCED DISPOSAL SERVICES	TRASH REMOVAL	65.94
		P1900636	08/08/2019	ACE PORTABLES INC	PORTABLE TOILET RENT AUG 2019	142.00
43-4453-4453-62201	Electric					
			08/29/2019	ALLIANT ENERGY/WP&L	ALLIANT ENERGY / AUG 2019	4,797.37
43-4453-4453-62202	Water					
			08/01/2019	CITY OF JANESVILLE	JUL 2019 WATER	160.40
43-4453-4453-62203	Natural Gas					
			08/29/2019	ALLIANT ENERGY/WP&L	Natural Gas	159.49
43-4453-4453-62206	Sewer					
			08/01/2019	CITY OF JANESVILLE	JUL 2019 WASTER WATER	236.02
43-4453-4453-62207	Storm Water					
			08/01/2019	CITY OF JANESVILLE	JUL 2019 STORM WATER	19,937.14
43-4453-4453-62290	Utility Services					
			08/01/2019	CITY OF JANESVILLE	JUL 2019 FIRE	249.54
43-4453-4453-62400	R & M Services					

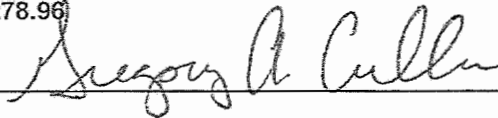
**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION  
FOR THE MONTH OF AUGUST 2019**

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
		P1900652	08/01/2019	JOHNSON TRACTOR INC	CAB FILTER	156.00
		P1901592	08/01/2019	JNB SIGNS INC	ADDITIONAL REPAIR TO HWY 51 SI	2,866.00
		P1901883	08/01/2019	REINDERS INC	ENGINE COUPLER FOR 2001 TORO	532.22
		P1902115	08/29/2019	TRI COR MECHANICAL INC	SERVICE CALL FOR AIR HANDLER	315.00
43-4453-4453-62473	Painting					
		P1901843	08/22/2019	SHERWIN WILLIAMS	FILTER AND TIP	1,321.29
43-4453-4453-63501	Gas/Other Fuels					
		P1900864	08/22/2019	BROWN OIL CO INC	JUL DIESEL FUEL	1,052.80
		P1901317	08/22/2019	KWIK TRIP EXTENDED NETWORK	JUL 2019 FUEL	282.56
43-4453-4453-64900	Other Expenses					
		P1900594	08/08/2019	MENARDS	PAINT	29.98
		P1900595	08/29/2019	US BANK	KULLY-SOAP BOTT, WINAIR-FILTER	253.84
		P1900633	08/08/2019	BJ ELECTRIC SUPPLY INC	SHOP SUPPLIES	147.05
		P1900642	08/29/2019	HARRIS ACE HARDWARE LLP	QUICK CONNECT STUDS, HOSE UTIL	77.29
		P1900647	08/22/2019	FASTENAL COMPANY	X-RINGS	54.66
		P1900656	08/22/2019	NUTRIEN AG SOLUTIONS INC	MAD DOG CHEMICAL SPRAY	125.00
<b>Airport Maintenance PROG TOTAL</b>						<b>36,012.00</b>

I have reviewed the preceding payments in the total amount of **\$38,278.96**

Date:

Dept Head



Committee Chair

**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION  
FOR THE MONTH OF SEPTEMBER 2019**

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
43-4453-4110-62210	Telephone		09/19/2019	AT AND T	TELEPHONE SEP 2019	101.30
		P1900962	09/26/2019	CHARTER COMMUNICATIONS	SEP TERM SERVICE	1,077.55
43-4453-4110-63100	Office&Misc Exp		09/19/2019	US BANK	OFFICE SUPPLIES	57.27
43-4453-4110-64200	Training		09/19/2019	US BANK	TRAINING	1,935.00
		P1900595	09/19/2019	US BANK		
					<b>Airport Administration PROG TOTAL</b>	<b>3,171.12</b>
43-4453-4453-62160	Cleaning Contrac					
		P1900634	09/26/2019	ALSCO INC	UNIFORMS WK OF 9/16	94.44
		P1900637	09/05/2019	DIVERSIFIED BUILDING MAINTENAN	SEP CLEANING	628.22
		P1900653	09/05/2019	JAYS BIG ROLLS INC	HAND SOAP AND WAX LINERS	47.50
43-4453-4453-62164	Disposal Service					
		P1900635	09/19/2019	ADVANCED DISPOSAL SERVICES	AUG TRASH PICK UP	65.94
		P1900636	09/05/2019	ACE PORTABLES INC	SEP PORTABLE TOILETS	142.00
43-4453-4453-62201	Electric					
			09/26/2019	ALLIANT ENERGY/WP&L	ALLIANT ENERGY \ SEP	1,683.05
43-4453-4453-62203	Natural Gas					
			09/26/2019	ALLIANT ENERGY/WP&L	ALLIANT ENERGY \ SEP	224.10
43-4453-4453-62400	R & M Services					
		P1900638	09/19/2019	BOBCAT OF JANESVILLE	HYDRAULIC FLUID	169.56
		P1900652	09/05/2019	JOHNSON TRACTOR INC	PARTS AND 2 CYCLE	511.65
		P1902167	09/12/2019	MCGILVRA ELECTRIC INC	FROM THREE PHASE SERVICE, RUN	2,040.00
43-4453-4453-62473	Painting					
		P1901843	09/26/2019	SHERWIN WILLIAMS	BALANCE DUE AFTER CREDITS	830.00
43-4453-4453-63501	Gas/Other Fuels					
		P1900864	09/19/2019	BROWN OIL CO INC	AUG DIESEL	659.20
		P1901317	09/12/2019	KWIK TRIP EXTENDED NETWORK	AUGUST FUEL	139.74
43-4453-4453-64900	Other Expenses					
		P1900595	09/19/2019	US BANK	AMPLIFIER FOR CONF ROOM	496.20
		P1900642	09/19/2019	HARRIS ACE HARDWARE LLP	MENDER HOSE	4.78
		P1900653	09/05/2019	JAYS BIG ROLLS INC	GLOVES	18.00
		P1901338	09/26/2019	J AND L EQUIPMENT SALES AND RE	EQUIPMENT RENTAL - DIRT SIFTER	2,000.00

**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION**  
FOR THE MONTH OF SEPTEMBER 2019

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
		P1902222	09/19/2019	UNITED PARCEL SERVICE	OUTBOUND SHIPPING FOR FRICTION	28.23
<b>Airport Maintenance PROG TOTAL</b>						<b>9,782.61</b>
43-4453-4454-67200	Capitai Improve					
		P1902166	09/05/2019	WISCONSIN DEPARTMENT OF TRANSP	AIRPORT LIGHTING PROJECT (JVL	1,935.26
<b>Airport Capital PROG TOTAL</b>						<b>1,935.26</b>

I have reviewed the preceding payments in the total amount of **\$14,888.99**

Date: \_\_\_\_\_  
Dept Head \_\_\_\_\_  
Committee Chair \_\_\_\_\_



*Lease Agreement*

*Between*

*Southern Wisconsin*

*Regional Airport*

*County of Rock, Wisconsin*

*And*

*Moose Holdings, L.L.C.*

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**Lease Agreement  
between  
Southern Wisconsin Regional Airport  
and  
Moose Holdings, L.L.C.**

THIS MEMORANDUM OF AGREEMENT, made and entered into this 1st day of August 2019, by and between Rock County, a political subdivision of the State of Wisconsin, hereinafter designated as **LESSOR** and Moose Holdings, L.L.C. hereafter referred to as **LESSEE**.

**WITNESSETH :**

WHEREAS, Rock County owns and operates an airport which includes certain aeronautical navigation facilities, said airport being known as the Southern Wisconsin Regional Airport, located along U.S. Highway 51 between the City of Janesville and the City of Beloit in said County and said **LESSOR** is desirous of leasing to **LESSEE** for aeronautical purposes certain designated premises hereinafter more fully described, located upon said airport, together with the right to use in common with others certain additional premises and facilities upon said airport; and

WHEREAS, **LESSEE** will engage in the business of Specialized Aviation Service Operations as defined under "Minimum Requirements and Standards" for commercial aeronautical services at the Southern Wisconsin Regional Airport and the **LESSEE** for such purposes desires to lease said property and rights from said Rock County; and,

WHEREAS, **LESSEE** is willing to arrange for and obtain capital and investment necessary to construct or maintain certain hangars and other related facilities upon said premises provided by **LESSOR** under circumstances and arrangements favorable to the investment of private funds upon said premises for the promotion of aviation in Rock County.

NOW, THEREFORE, in consideration of the mutual undertakings, understanding, and agreements hereinafter set forth, the **LESSOR** and the **LESSEE** agree as follows:

**ARTICLE I - PREMISES**

1.1 Land

**LESSOR** does hereby lease, let and demise to **LESSEE**, the premises described in Exhibit "A" which is attached hereto and incorporated herein by reference, and which shall be referred to as PREMISES.

1.2 Acceptance.

**LESSEE** warrants that it has inspected PREMISES and has found PREMISES suitable for its intended purposes, as is, subject to the limitations placed thereon by this Lease.

## ARTICLE 2 - TERMS

### 2.1 Term of Lease

The term of this Lease, subject to earlier termination as hereinafter provided, shall be for the period of twenty-five (25) years commencing on November 1, 2019, through October 31, 2044. Between six months and one year prior to the expiration date of this Lease, **LESSEE** may request, in writing, that the **LESSOR** negotiate a new Lease with it. If timely notice is given to **LESSOR**, **LESSOR** shall meet with **LESSEE** in good faith to negotiate a new Lease.

## ARTICLE 3 - CONSIDERATION

### 3.1 Consideration

**LESSEE** agrees to pay to **LESSOR**, the sum of Five Hundred Eighty-five and 00/100s per year for the use of leased PREMISES, representing a rental charge of (.1170) cents per square foot for 5,000 square feet of unimproved land (2019 rates) and the sum of Two Thousand Two Hundred Thirty-eight Dollars and 31/100s (\$2,238.31) per year for the use of leased PREMISES, representing a rental charge of (.1874) cents per square foot for 11,944 square feet of improved land (2019 rates). During the month of December, the annual rental charge shall be adjusted with said rental charge to be comparable to land rentals being charged for other airport LESSEES leasing land for hangar buildings in the same category at Southern Wisconsin Regional Airport.

### 3.2 Payment

As provided in Section 3.1, the rental charge shall begin on the execution of this lease. Payments in the amount of Two Hundred Thirty-five Dollars and 28/100s (\$235.28) representing a total of Two Thousand, Eight Hundred Twenty-three Dollars and 31/100s (\$2,823.31) per year shall be paid on/or before the first of each month.

### 3.4 Late Payments

Late payments of rental fees shall be subject to interest, thereon payable at the rate of one and one-half (1½) percent per month, until paid in full.

### 3.5 Rate Increases

Rate increases will be based on the Urban Rate of Inflation (CPI-U) and shall not exceed 4% annually, subject to final approval of the Airport Board. Rate increases will be determined in the month of December and become effective the first of January the following year.

## ARTICLE 4 - IMPROVEMENTS

### 4.1 Definition

Improvements shall include construction, reconstruction, alteration, modification, additions, expansion and replacement of buildings, structures and facilities and shall also include landscaping.

### 4.2 Plans and Specifications

Plans and specifications for the construction of any improvements shall be submitted to the Airport Director for approval and no work shall commence until written approval therefrom is obtained. Plans and specifications shall be of sufficient detail so as to permit proper review thereof. In the event of disapproval, the Airport Director shall advise **LESSEE**, in writing, of the

reasons therefor. The COUNTY may refuse to approve **LESSEE'S** plans and specifications for the construction of any improvement where it:

- (a) would interfere with air traffic.
- (b) would interfere with public users of the Airport.
- (c) would be incompatible with or violate the Airport Master Plan.
- (d) would not comply with applicable federal, state, or county laws, rules or regulations.
- (e) would not be compatible with the operations that **LESSEE** is authorized to conduct under this Lease.
- (f) would not be compatible with or would hinder Airport operation, development or expansion.
- (g) would not provide for the efficient and adequate drainage of surface water.

#### 4.3 Construction Insurance Requirements

Prior to commencing construction of any improvement, **LESSEE** shall procure and submit proof of the following insurance coverage to the Airport Director for approval:

- (a) Builder's all risk insurance in the amount of the full value of improvement against loss or damage during the course of construction; and,
- (b) Liability insurance protecting **LESSEE** and COUNTY from claims of third persons for death, personal injury, or property damage arising during the course of construction of the improvements, in accordance with ARTICLE 19 of this Lease.

#### 4.4 Ownership of Improvements

**LESSEE** shall own and retain title to all improvements placed upon PREMISES.

#### 4.5 Construction Liens

**LESSEE**, in making improvements upon PREMISES, shall not grant permission for or permit any liens for labor or materials to attach thereto without the prior, written consent of COUNTY, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against PREMISES. In the event any involuntary lien attaches to PREMISES, **LESSEE** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow until the lien is discharged. Nothing contained herein shall prohibit **LESSEE** from financing improvements subject to a security lien thereon. However, **LESSEE** shall not permit any security lien to attach to the real estate upon which improvements are situated.

#### 4.6 Unauthorized Improvements

Should **LESSEE** make any improvements without prior **LESSOR** approval, which are not satisfactory to **LESSOR**, then, upon written notice to do so, **LESSEE** shall remove the same or, at the option of **LESSOR**, cause the same to be changed, modified or reconstructed to the satisfaction of the **LESSOR**. Should **LESSEE** fail to comply with such notice within thirty (30) days of receipt thereof, or should **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, **LESSOR** may effect the removal, change, modification or reconstruction thereof, and **LESSEE** shall pay the cost thereof to **LESSOR**, upon demand.

### ARTICLE 5 - CARE, MAINTENANCE AND REPAIR OF PREMISES AND IMPROVEMENTS BY LESSEE

#### 5.1 General Requirements

**LESSEE** shall be solely responsible for the entire cost and expense of the care, maintenance and repair of PREMISES, including all improvements thereon, whether pre-existing or placed thereon by **LESSEE**, whether such work be ordinary, extraordinary, structural or otherwise, from any cause, and of any nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease.

#### 5.2 Specific Requirements

**LESSEE** shall, at all times:

- (a) Keep PREMISES and improvements and personal property thereon, in a clean, neat and sanitary condition.
- (b) Provide and maintain on PREMISES all obstruction, ramp and parking lights owned by **LESSEE** and any safety devices required by Federal, State or COUNTY laws, rules or regulations.
- (c) Repair any damage arising from the operations of **LESSEE** to the paving or other surface of PREMISES or Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- (d) Take measures to prevent erosion, including planting and replacing of grasses on portions of PREMISES not paved or built upon, keep such area free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6) inches.
- (e) Maintain and repair all utility lines and equipment placed upon PREMISES.
- (f) Maintain improvements and perform all repair work in accordance with Federal, State and COUNTY laws, rules and regulations.

#### 5.3 Time Requirements for Repairs

**LESSEE** shall have thirty (30) days from the date on which the condition arose to repair any minor damage to PREMISES and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to PREMISES. As used herein, minor damage shall be damage to PREMISES or improvements which would cost Five Hundred (\$500) Dollars or less to repair, and major damage shall be damage to PREMISES or improvements which would

cost in excess of Five Hundred (\$500) Dollars to repair. **LESSEE**, for good cause, may request from the Airport Director an extension of time to complete major repairs.

#### 5.4 Default by LESSEE

In the event **LESSEE** fails to care for, maintain or repair PREMISES or improvements within the time provided for, or if no time is provided for, within a period of thirty (30) days following receipt of written notice, to do any such work required by this Lease, or upon commencement thereof, fails to diligently continue to completion any such work, **LESSOR** may, at its option, and in addition to any remedies otherwise available to it, enter PREMISES, without such entering causing or constituting a cancellation of this Lease or an interference with possession of PREMISES, and care for, maintain or repair all or any part of PREMISES or improvements, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to **LESSOR** by **LESSEE**, on demand. Furthermore, should **LESSOR** undertake any work hereunder, **LESSEE** waives any claims for damages, consequential or otherwise, against **LESSOR** as a result therefrom, except claims for damages arising from the **LESSOR'S** sole negligence. The foregoing shall in no way affect or alter the obligations of **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon **LESSOR** any obligations to care for, maintain or repair PREMISES or improvements.

#### 5.5 Termination

If **LESSEE** shall violate any of the provisions or covenants of this lease and shall fail to keep any of the same after written notice to cease such violation and shall fail to correct such violation within sixty (60) days after such notification, the **LESSOR** may, if it so elects, terminate this lease and take possession of the premises. In the event of such termination, title to the buildings located on the lease premises shall remain in the **LESSEE** and shall be subject to any outstanding financial arrangements which **LESSEE** may have made not inconsistent with this contract.

Such termination shall not take place until after fifteen (15) days written notice has been given to any tenant of the **LESSEE** occupying more than fifty percent (50%) of the leased premises, and to any mortgagee of the leasehold who shall have given written notice to **LESSOR** of such mortgage. Furthermore, if the violation by the **LESSEE** is of a nature which the mortgagee cannot cure until after title to the leasehold has been acquired, termination of this agreement shall not take place until after the foreclosure by the mortgagee has been completed.

- a. **LESSOR** may cancel this lease in the event that **LESSEE** or any sub-**LESSEE**, assignee or successor shall:
  - (1) Be in arrears for a period of thirty (30) days or more in the payment of the whole or any part of the rent or fees agreed upon herein, provided that **LESSOR** shall give written notice of any default in rent payments within ten (10) days after such payments are due to **LESSEE** or any tenant of **LESSEE** occupying more than fifty percent (50%) of the leased premises and to any mortgagee of the leasehold providing that such sub-**LESSEE** or mortgagee shall have given written notice to **LESSOR** of its interest in the premises;
  - (2) File a voluntary petition in bankruptcy;

- (3) Make a general assignment for the benefit of creditors;
- (4) Abandon the demised premises;
- (5) Fail to replace any buildings or improvements which have been destroyed by fire, explosion, etc., within six (6) months from the date of such destruction.

In any of the aforesaid events, **LESSOR** may take immediate possession without being deemed guilty of trespassing. Upon said entry, this lease shall terminate and any rental due hereunder shall be payable to said time of termination.

#### **ARTICLE 6 - ACCESS TO PREMISES BY LESSOR**

**LESSEE** agrees to and shall permit **LESSOR**, and the State of Wisconsin and United States Government to send their representatives and employees onto PREMISES and into any improvements thereon, for the purpose of an inspection thereof. In non-emergency situations, **LESSEE** shall be provided with reasonable, advance notice of an inspection if **LESSEE** is available to receive such notice.

#### **ARTICLE 7 - REGULATORY SIGNS**

**LESSEE**, at no charge, shall permit **LESSOR** to place such regulatory signs on PREMISES as **LESSOR** shall deem appropriate, at **LESSOR** cost and expense, but under no conditions shall said sign be attached to any building. **LESSEE** shall not place or erect any signs on or about PREMISES without the prior, written approval of the Airport Director.

#### **ARTICLE 8 - UTILITIES**

##### 8.1 Payment

**LESSEE** shall pay for all utilities, including electric, gas, telephone, sanitary/sewer and water service. **LESSEE** shall connect directly with a source of electric power from Alliant Energy. **LESSOR** may require all utility pipes, wires and conduits to be underground. **LESSOR** will provide access to sewer and water to the property line of the leased premises.

##### 8.2 Responsibility

**LESSEE** shall be responsible for connection/extension of sewer/water services from the lease line to the point of service. **LESSEE** shall also be responsible for all charges to the various utility providers for all services provided.

##### 8.3 General Requirements

- (a) **LESSEE** shall be at all times subject to and shall fully and timely abide by any and all water, sewerage, wastewater, utility and other applicable Federal, State, County and City statutes, ordinances, codes, regulations, rules, promulgations, mandates, edicts, orders and other lawful requirements of whatsoever kind or nature, as from time to time amended (hereinafter collectively referred to as Laws).



- (b) In the event **LESSEE** fails to act in accord with any Laws, **LESSEE** shall be fully responsible for any and all costs of any City and/or County remedial activities necessary and/or desirable to abate the non-conformity and/or violation and effectuate compliance. This responsibility specifically includes repayment to the County of any costs of remedial activities the County is initially required to pay pursuant to an Agreement between the City and County for **LESSEE's** failure to act in accord with said Laws.
- (c) **LESSOR** acknowledges and concurs that the City of Janesville has the right, without the necessity for prior or subsequent notice to any person, to suspend, terminate, block, discontinue, re-route and otherwise interfere with or affect their water and sewerage mains and related appurtenances in order to timely comply with any and all lawful orders and directives of agencies (including the City's) pertaining to said mains, appurtenances and/or water and/or wastewater utilities. In the event the City must take such action, **LESSEE** acknowledges that neither the City nor the County shall be liable to **LESSEE** for any damages resulting from said action.
- (d) **LESSEE** acknowledges and concurs that **LESSEE** shall not be permitted to connect to the City's water and sewerage mains and related appurtenances without first applying for and obtaining all necessary permits and/or approvals required by law.

## ARTICLE 9 - USE

### 9.1 Permitted Use

**LESSEE** is to use the PREMISES primarily for Specialized Aviation Service Operations as defined in the Minimum Standards for Commercial Aeronautical Services at the Southern Wisconsin Regional Airport dated June 1, 2012 and revised June 27, 2017. On June 17, 2019, the Southern Wisconsin Regional Airport Board approved a request to grant a variance from the Airport Minimum Standards, specifically to waive the requirement to provide a waste oil receptacle as **LESSEE** will not be performing maintenance activities within its leased area. **LESSEE** may park personal motor vehicles and may house items incidental to **LESSEE'S** aviation operation under this lease in the hangar complex. **LESSEE** shall not, without written consent of the Airport Director and the Fire Department, store flammables, except as are wholly contained within the engine and fuel compartments of the aircraft and vehicles. It is specifically understood that **LESSEE** may sublease hangar complex. This provision shall not relieve **LESSEE** of any of its obligations and duties under this Lease. All sub-leases must incorporate by reference this Lease and be consistent with the terms of this Lease and any sub-lease which, in whole or in part, is inconsistent with this Lease shall be null and void with respect to the inconsistent provision thereof.

### 9.2 Just Service

**LESSEE** in the conduct of its authorized aeronautical business activities on said demised premises and or said Airport, shall furnish good, prompt and efficient service adequate to meet the demands for its service at the Airport, and shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair reasonable, and not unjustly discriminatory prices for each unit of sale or service, provided, however, that **LESSEE**

shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

9.3 Hours of Operation

**LESSEE** agrees to conform with the hours of operation set forth in the Minimum Requirements and Standards for Commercial Aeronautical Services at the Southern Wisconsin Regional Airport. Hours of operation shall not be reduced below the minimum without written consent of the Airport Director except during any period when the Airport is closed by any lawful authority restricting the use thereto in such a manner as to interfere with the use of the same by the **LESSEE** for its business operation.

9.4 Changed Use

Any change in the use of PREMISES must have the prior written approval of the Airport Board or be a material breach of this Lease.

9.5 Prohibited use

**LESSEE** is limited to the uses described in the Minimum Standards for Commercial Aeronautical Services for the Southern Wisconsin Regional Airport dated June 1, 2012 and revised June 27, 2017 as long as **LESSEE** meets the requirements for each aeronautical service provided, uses include:

- Flight Training
- Aircraft Charter or Taxi, or Aircraft Management Operations
- Aircraft Rental
- Aircraft Storage
- Aircraft Sales
- Specialized Flying Services
- Light Sport Aircraft.

This limitation specifically prohibits **LESSEE** from providing services not included in the minimum standards, other than as provided for in Article 9.4.

**ARTICLE 10 - ASSIGNMENT/SUB-LEASE**

It is agreed this Lease can be assigned to a closed corporation, wholly owned by hangar owners. However, **LESSEE** shall not assign this Lease nor sublet PREMISES, or any part thereof, other than as provided for in this Article or in Article 9.1, without the prior, written approval of the Airport Board. Approval shall not be unreasonably withheld.

**ARTICLE 11 - GOVERNMENTAL REQUIREMENTS**

**LESSEE** agrees to comply with the requirements of every applicable Federal, State and COUNTY law, rule and regulation, and with every lawful direction and order given by any public officer pursuant thereto.

## ARTICLE 12 - QUIET ENJOYMENT

**LESSOR** covenants and agrees, so long as **LESSEE** shall duly and punctually perform and observe all the terms and conditions hereof, that **LESSEE** shall peaceably and quietly have, hold and enjoy PREMISES, subject to the right of **LESSOR** to inspect PREMISES, and exercise other rights provided and reserved to it herein.

## ARTICLE 13 - NATURAL DISASTER

**LESSEE'S** obligations during the term of the Lease shall neither abate not be suspended by virtue of any damage to PREMISES or improvements resulting from any natural disaster, except that if the Airport's runways or navigational equipment are damaged to such extent that **LESSEE** cannot fly aircraft in or out of the Airport due to such damage for a continuous period existing for thirty (30) days, the rent shall abate for the entire period **LESSEE** cannot fly aircraft in or out of the Airport. Rental Abatement, if applicable, shall be computed by multiplying the total yearly rental charge by a number, the numerator of which is equal to the number of whole days that **LESSEE** cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

## ARTICLE 14 - INTERRUPTION

**LESSOR** shall not be liable to **LESSEE** for any interruption in the use or enjoyment of PREMISES by reason of any damage to PREMISES or improvements, unless such damage is the direct result of an action by a **LESSOR** employee performing a duty or task for the **LESSOR**, and, in that event, **LESSOR** shall be liable only for the costs of repair. The rental charges shall not abate unless a building or structure is damaged by a **LESSOR** employee, performing a duty or task for the **LESSOR**, to such extent that it is unusable. In that event, the rental charge shall abate for the period it is unusable, and computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

## ARTICLE 15 - INDEMNITY AND HOLD HARMLESS

**LESSEE** does hereby agree that he will, at all times during the initial term of this Lease, and any extended term of this Lease, indemnify and hold harmless **LESSOR**, Airport Board and officers, agents, employees and representatives thereof, against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on PREMISES or as a result of incidents occurring on PREMISES or as a result of any operations, works, acts or omission performed on PREMISES or the Airport by **LESSEE**, his employees, agents or representatives, or resulting from **LESSEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease to be performed by **LESSEE** or resulting from any conditions or PREMISES or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorney's fees caused or resulting from the sole acts or omissions of **LESSOR**, Airport Board or any officers, employees, agents or representatives thereof.

## ARTICLE 16 - SANITATION

**LESSEE** will provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at its cost and expense. **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on PREMISES. The piling of boxes, cartons, drums, cans, parts or other similar items on or about PREMISES, outside of an enclosed building or structure is strictly prohibited.

## ARTICLE 17 - BENEFITS

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

## ARTICLE 18 - NON-WAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

## ARTICLE 19 - INSURANCE

**LESSEE** shall procure and maintain, during the entire term of this agreement, and any extension hereof, a public general liability insurance policy, with **LESSOR** and Airport Board listed as additional insured in order to protect them. Said policy shall also contain an endorsement providing contractual liability coverage for the protection of the parties hereto under the Indemnity and Hold Harmless provision of this Lease. Said policy must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department thereof. Public liability coverage shall be provided, at all times, with coverage of a minimum of One Million (1,000,000) Dollars per person, and occurrence and property damage in the amount of Two Hundred Fifty Thousand (\$250,000) Dollars per occurrence. **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing to Airport Director, for approval. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, **LESSOR** may declare this Lease null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of this Lease. **LESSOR** reserves the right to increase the minimum liability insurance requirement set forth herein upon furnishing thirty (30) days advance, written notice to **LESSEE**, whenever **LESSOR** minimum standards for the Airport covering **LESSEE'S** operations hereunder shall adopt or increase a minimum insurance requirement, and **LESSEE** shall comply with said request, upon being given reasonable advance, written notice thereof, or be considered in material default of this Lease.

## ARTICLE 20 - NON-DISCRIMINATION

### 20.1 Non-Discrimination

**LESSEE**, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, as a covenant running with the land, and agrees 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 PREMISES;
- (b) That in the construction of improvements and the furnishing of services, 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) That **LESSEE** shall use 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; and,
- (d) That **LESSEE** shall comply with all other Federal, State or Local laws, rules and regulations and lawful orders issued pursuant thereto governing discrimination and Affirmative Action.

### 20.2 Affirmative Action

The **LESSEE** assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The **LESSEE** assures that no person shall be excluded in these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The **LESSEE** assures that it will require that its covered sub-organizations provide assurances to the **LESSEE** that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152 Subpart E, to the same effect.

## ARTICLE 21 - LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

No exclusive rights at the Airport are granted to **LESSEE** by this Lease and no greater rights or privileges with respect to the use of PREMISES or of the Airport or any part thereof are granted or intended to be granted to **LESSEE** by this Lease than the rights and privileges expressly and specifically granted hereby.

## ARTICLE 22 - SAFETY

**LESSEE** shall provide all necessary safety equipment and apparatus in and on its buildings and structures as are required by any existing or future Federal, State and Local laws,

rules and regulations. **LESSEE** agrees to observe and obey all applicable existing and future Federal, State and Local safety related laws, rules or regulations with respect to use and operation of PREMISES and to require his agents, employees, contractors, and suppliers to obey the same. **LESSOR** reserves the right to deny access to the Airport and its facilities to any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any inconsistency therein, the order of priority thereof shall be: federal, state and then local.

#### **ARTICLE 23 - RIGHTS OF ENTRY RESERVED**

**LESSOR**, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit or for the benefit of other than **LESSEE** at the Airport, to maintain existing and install future utility, mechanical, electrical and other systems and the right to enter upon PREMISES at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of **LESSOR**, be necessary or advisable, and use PREMISES for access therefore to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such rights, **LESSOR** shall not unreasonably interfere with the use and occupancy of PREMISES by **LESSEE**. It is specifically understood and agreed that the reservation of such right by **LESSOR** shall not impose or be construed to impose upon **LESSOR** an obligation to construct, install, repair, replace or alter any utility service lines now or thereafter to be located on PREMISES for the purposes of providing utility services to PREMISES.

#### **ARTICLE 24 - TAXES**

**LESSEE** shall promptly pay all taxes due and owing, including those on personal property, as may be levied by COUNTY or any other governmental unit.

#### **ARTICLE 25 - NATIONAL EMERGENCY**

During time of war, national emergency, riot or natural disaster, **LESSOR** shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin Governments for military or National Guard use, and, in such event the provisions of this Lease, insofar as they are inconsistent with the provision of any lease to any such unit of government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the value of the Leasehold.

#### **ARTICLE 26 - SUBORDINATION**

This Lease shall be subordinate to the provisions of any existing or future agreement between the **LESSOR** and the United States or State of Wisconsin Governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of Federal or State funds for the benefit of the Airport.

#### **ARTICLE 27 - USE OF AIRPORT**

**LESSEE** shall have the right, in common with other authorized users, to use common areas of the Airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

## ARTICLE 28 - SNOW REMOVAL

**LESSEE** shall be responsible for removal of snow from sidewalks and up to two feet in front of hangar door. **LESSOR** shall be responsible for the removal of snow from the runways, taxiways, ramps and parking lots. **LESSOR** shall incur no liability to **LESSEE** by reason of any failure on the part of **LESSOR** to remove snow from the runways, taxiways, ramps on parking lots, providing **LESSOR** has made a good faith effort to do so.

## ARTICLE 29 - INGRESS AND EGRESS

**LESSEE** shall, at all times, have the full and free right of ingress and egress to and from PREMISES and the common areas of the Airport for **LESSEE**, and its employees, guests and other invites. Such right shall also extend to persons or parties supplying materials or furnishing services to **LESSEE**. **LESSEE** shall not park any vehicle or aircraft on any taxiway or runway, or cause or permit any such act. **LESSEE** shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from PREMISES for any vehicle. **LESSEE** may use the ramp area for access until such time as an access road is constructed.

## ARTICLE 30 - FAILURE TO PAY RENT OR OBSERVE LEASE TERMS

Failure on the part of **LESSEE** to pay any of the rent due and owing under the terms of this Lease or observe any of the other terms of this Lease shall be addressed as provided for under Wisconsin Statutes. In the event of any Lease termination, ownership of improvements will be as stated in Article 4, Section 4.6 and **LESSEE** shall have One Hundred Twenty (120) days to remove hangar complex and personal property and to restore site to original condition. Prior to termination of this Lease as provided for under this Article, **LESSEE** shall have the right to appear before the Airport Board and the COUNTY BOARD as a part of the termination process.

## ARTICLE 31 - INSURANCE OF IMPROVEMENTS

To safeguard the interest and property of **LESSOR**, **LESSEE**, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection, with COUNTY and Airport Board listed as additionally insured in order to protect them, on all improvements existing at the beginning of the Lease term and all improvements constructed by **LESSEE** on PREMISES, to the extent of one hundred (100%) percent of the insurable replacement value thereof, through insurance companies licensed to do business in the State of Wisconsin. The insurance policy shall provide thirty (30) days advance, written notice of cancellation or material change therein by registered mail to the Airport Director and have a deductible amount not to exceed Ten Thousand (\$10,000) Dollars per occurrence. **LESSEE** shall provide a Certificate of the required insurance, prior to the commencement of this Lease, or if no insurable improvements exist at the commencement hereof, prior to the lapse of the Builder's All Risk Insurance policy provided for elsewhere in this Lease. If **LESSEE** fails to maintain such insurance, **LESSOR**, at its option, may take out such insurance and charge the cost thereof to **LESSEE**, or may declare this Lease null and void as of the date there was no valid policy of insurance in effect.

Should any improvements on PREMISES, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed (except for damage or destruction caused by **LESSEE**), **LESSEE** shall have the election of repairing or reconstructing the improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Board or not to reconstruct the improvement. **LESSEE** shall notify **LESSOR** of his election within sixty (60) days after the occurrence of the casualty or the adjustment of the claim, whichever is later. In the event of damage or destruction to improvements on PREMISES, **LESSOR** shall have no obligation to repair, replace or rebuild the improvements or any fixtures, equipment or other personal property installed by **LESSEE** on PREMISES pursuant to this Lease. Nothing contained herein shall be deemed to release **LESSEE** from any of his repair, maintenance or building obligations under this Lease. In the event **LESSEE** elects to repair, replace or rebuild as aforesaid, during the period thereof, rental fees provided for in this Lease shall be proportionately abated from the date of loss until the same is repair, restored or rebuilt, provided **LESSEE** does not use said damaged PREMISES or the location thereof for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by **LESSOR**. **LESSEE** agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond **LESSEE'S** control.

If **LESSEE** shall not elect to repair, replace or rebuild the damaged improvements, **LESSEE** shall, at his own cost and expense, remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1) foot below the grade thereof and restore the surface to a level condition at its original elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and **LESSEE'S** and **LESSOR'S** un-accrued obligations hereunder shall cease. If **LESSEE** does not elect to repair, replace or rebuild the damaged improvements within the before referenced sixty (60) day period of time, **LESSEE** shall have been deemed to elect not to repair, replace or rebuild the damaged improvements, **LESSOR** may elect to restore PREMISES to their original condition at the cost and expense of **LESSEE** and this Lease shall be deemed terminated. **LESSEE**, for his own protection, may separately insure any fixtures, equipment and personal property.

#### ARTICLE 32 - INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

#### ARTICLE 33 - SEVERABILITY

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that it 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 or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.



### ARTICLE 34 - PARKING

LESSEE, at all times, shall park all vehicles used in connection with its operations wholly on LESSEE'S PREMISES or in the public parking lots at the Airport.

### ARTICLE 35 - COUNTY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

LESSOR reserves the right to further expand, develop or improve the runways and taxiways at the Airport as it sees fit, and the right to take any action its considers necessary for the protection of the aerial approaches to the Airport from obstruction. LESSOR may prevent LESSEE from erecting or permitting the erection of any improvements on PREMISES which, in LESSOR'S opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

### ARTICLE 36 - CONTRACTORS

LESSEE shall only employ and use contractors who comply with all applicable existing and future Federal, State and Local laws, rules and regulations for the improvement of PREMISES.

### ARTICLE 37 - TIME OF THE ESSENCE

Time is of the essence in each and every provision of this Lease.

### ARTICLE 38 - APPROVALS

LESSOR approvals required hereunder shall not be unreasonably withheld.

### ARTICLE 39 - NOTICE

Any notice required to be given in this Lease by either party is to be by registered mail with return receipt or by personal service. Notice to LESSOR shall be sent, delivered to or served upon the Airport Director, 1716 W. Airport Rd., Suite 100, Janesville, Wisconsin 53546. Notice to LESSEE shall be sent, delivered to or served upon LESSEE at 1710 W. Airport Rd., Janesville, Wisconsin 53546. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

### ARTICLE 40 - TENANT LIST

Annually, the LESSEE will provide the LESSOR (marked Attention: Airport Director), a list of the names, addresses and telephone numbers for each occupant in the hangar. If this lease is assigned to a closed corporation, as provided for in Article 10, a list of the names, addresses and telephone numbers of corporate officers will be provided at the same time as the above information.

ARTICLE 41 - AUTHORITY

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**LESSOR'S Seal**    **LESSOR**  
ROCK COUNTY, WISCONSIN

BY: \_\_\_\_\_  
Gregory A. Cullen, C.M.  
Airport Director

**LESSEE'S Seal**    **LESSEE**

BY: \_\_\_\_\_  
Everett Reese  
Moose Holdings, L.L.C.

TERMINATION OF LEASE  
BETWEEN  
SOUTHERN WISCONSIN REGIONAL AIRPORT  
COUNTY OF ROCK, WISCONSIN  
AND  
HERSHEY LANE, LLC

THIS AGREEMENT, is made and entered into by and between the Southern Wisconsin Regional Airport, County of Rock, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as COUNTY, and Hershey Lane, LLC hereinafter referred to as LESSEE.

WHEREAS, the parties entered into a Lease Agreement dated July 1, 2018; and

WHEREAS, the LESSEE has accepted an offer on its interest in the building located at 1710 W. Airport Rd., Janesville, WI 53546,

NOW THEREFORE, the parties, Southern Wisconsin Regional Airport, County of Rock, Wisconsin, and Hershey Lane, LLC, agree to terminate and cancel said lease as of November 1, 2019.

AUTHORITY

IN WITNESS WHEREOF, the parties hereto this \_\_\_\_ day of \_\_\_\_\_, 2019, do hereby agree to terminate and cancel said lease agreement as of the date of closing.

BY: \_\_\_\_\_  
Greg A. Cullen, C.M., Interim Airport Manager  
Southern Wisconsin Regional Airport

BY: \_\_\_\_\_  
Brent Fox, Manager  
Hershey Lane, LLC