

Rock County, Wisconsin



Airport Board Meeting  
Monday, November 18, 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 October 21, 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 Ataraxis Holdings, LLC
  - b. Discussion/Possible Action – Approve Lease with Fox, LLC
  - c. Discussion – Lease and T-hangar Rates for 2020
  - d. Discussion – Expiring terms of Board Members Barton and Johnson
  - e. Director’s Updates
  - f. Guest Speaker on State Airport Funding– Mark Graczykowski, Wisconsin Bureau of Aeronautics
7. Committee Requests and Motions
8. Next Meeting Date: December 16, 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.

Board Members, please contact Cynthia at (608)757-5768 if you are going to be late or be unable to attend the meeting.

Rock County, Wisconsin



Airport Board Meeting - Minutes  
Monday, October 21, 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, Mawhinney and Richard, Mr. Eric Baker, Mr. Dick Cope, Mr. Joe Quint, and Mrs. Katie Reese.

Members Absent. Mr. Barton and Mr. Johnson.

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

Others Present: Mr. Rick Leyes              T-hangar Tenant  
                         Mr. Everett Reese              Elevation Air  
                         Dave Haas                              Jetson Aviation  
                         William Gempler              Interested Citizen  
                         Bonnie Cooksey              Janesville Jet Center  
                         Spencer Anderson              Elevation Air  
                         Jim Freeman                              Helicopter Specialties

Adoption of Agenda. Supervisors Richard and Mawhinney moved the Agenda. MOTION CARRIED.

Approval of Minutes of August 19, 2019. Supervisor Mawhinney and Mr. Baker moved the minutes as written. MOTION CARRIED.

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

**Consent Calendar**

Transfers. NONE

Review of Payments. The reviews for August and September were completed. There was one question as to what the dirt sifter was for. Mr. Cullen explained that we had a large pile of dirt that we were able to put through a dirt sifter to create good black dirt rather than purchasing it in the future. This rental saved the airport between \$3,000 and \$5,000.

### Updates, Discussion and Possible Action

Discussion/Possible Action – Approve Lease with Moose Holdings, LLC. Mr. Cullen explained that items 6 a. and 6 b. are related. The new Lease with Moose Holdings, LLC is for the hangar currently owned by Supervisor Fox. Supervisor Fox is in the process of building a new hangar for which he has already signed a Lease. Supervisor Fox has sold the old hangar to Moose Holdings, LLC. Item 6b. is to terminate Supervisor Fox's Lease so that Moose Holdings, LLC can lease the land the hangar they are purchasing sits on. Supervisor Mawhinney moved to approve the Lease with Moose Holdings, LLC and Mr. Quint seconded it. MOTION CARRIED on the following vote. AYES – 5, Supervisors Mawhinney and Richard, Mr. Baker, Mr. Cope and Mr. Quint. NOES – 0, ABSTAIN – 2, Supervisor Fox and Mrs. Reese.

Discussion/Possible Action – Approve Termination of Lease with Hershey Lane, LLC. Mr. Cullen explained that this item was the second part to Item 6a. the termination of the existing Lease for Hershey Lane, LLC so that Moose Holdings, LLC can lease the land. Supervisor Richard moved to approve the termination and Mr. Quint seconded it. MOTION CARRIED on the following vote. AYES – 6, Supervisors Mawhinney and Richard, Mr. Baker, Mr. Cope, Mr. Quint and Mrs. Reese. NOES – 0, ABSTAIN – 1, Supervisor Fox.

Review/Possible Action – 2020 Recommended Budget. Mr. Cullen told the Board that the long process of creating a budget was started in May, has been submitted and County Administrator Josh Smith has made his recommendations. Mr. Cullen presented a slide show to the Board that gave the highlights of the 2020 recommended budget. The 2020 recommended budget is an increase of 3.7% over the 2019 budget.

Mr. Cullen went over some specific 2020 requests. Mr. Cullen requested that the current Airport Specialist position be changed to a Secretary II position. He also requested an "unusual circumstance" clause be approved per county policy 18.205 which would allow the current employee to start at Unilateral Pay Plan, Range 10, step 4, versus step 2. Mr. Smith recommended the change in position to step 2 with a financial impact of \$287 increase in salary in 2020. This is a very slight increase in salary and he would like the board to consider moving the job to the step 4 pay range. The current employee has been working at the airport for 23 years and is a vital team member with a significant amount of corporate knowledge.

Mr. Cullen stated that airport maintenance personnel receive \$75.00 per week to be on call. He has spoken with the Facilities Management Director Brent Sutherland and they are both requesting an increase in the on call pay to \$100 per week. This would be more in keeping with other department on-call compensation. On-call maintenance staff are required to be available at all time on nights and weekends when on call. Mr. Cullen is unclear if this has been recommended in the 2020 budget. The financial impact of this item is \$1,300.

Mr. Cullen then went over the requested 2020 Capital improvement projects.

Federal Projects funded at 90% Federal, 5% State and 5% Local:

- Update Master & Airport Layout Plan and SRE/ARFF Facility needs study.
- SRE Broom Truck

- Improve runway 4-22 surface (phase 1)

Some discussion on the broom truck took place concerning its problems and age. Mr. Cullen stated that he is looking at some other options to try and save some money.

Mr. Cullen informed the Board that the money requested for Runway 04/22 is to start the engineering process to resurface the runway. Actual work would not take place until 2022.

Also requested for 2020 at 100% local funding is to improve the Runway 18/36 surface with a micro-sealcoat. The cost for this is estimated at \$150,000. This treatment would give us approximately seven years of use and give us time to make a final decision regarding this runway. All of these projects have been recommended. One item originally requested, but dropped from 2020 is the repair of two ramp lights by the FBO. The lights were rolled into the FBO pavement construction project reducing the original request by \$40,000.

Mr. Cullen then went over a list of equipment that he has requested for next year. Of all the equipment requested, only two items were not recommended, a rifle that was suggested by the RCSO for shooting small animals and an equipment trailer. One additional item was requested and the recommendation reduced the original request. This item was for the purchase of tools. Currently airport maintenance personnel are frequently bringing in tools from home in order to perform their duties. This item was requested at \$12,500 for 2020 with the intent to ask for another \$12,500 in 2021. This item was recommended at \$10,000. Overall Mr. Cullen is happy with the recommended budget.

The last slide in Mr. Cullen's presentation was an update on construction in 2019 and 2020. Two hangars are currently under construction, Supervisor Fox's and Regal-Beloit. We are expecting to finalize two leases next month for the north side of the airport and are currently in discussion for another one. The FBO ramp was completed and was opened for use last Friday, October 18<sup>th</sup>. Painting will occur after the pavement has had a chance to cure.

Mr. Cullen asked if there were any questions, and Supervisor Richard asked why the recommended tax levy is higher than the requested tax levy. County Administrator Josh Smith stated that he could answer that. Mr. Cullen had requested some of the projects/purchases be funded with sales tax. Mr. Smith said that he has been trying to reserve the sales tax money for larger purchases and moved the funding for some of the airport's requests from sales tax, to tax levy, thereby increasing the tax levy.

Mr. Cullen stated that he would like to circle back to the personnel request and moving the pay range for the Secretary II position to the 4<sup>th</sup> step versus step 2.

Mr. Smith stated that the process is for the Board to make a motion to appeal the recommended budget, the motion should include the source funding. Then the Finance committee will review the appeal and either endorse it or not. The County Board then reviews all appeals and takes action prior to adoption of the 2020 Budget.

Discussion on funding the position took place and Mr. Smith said that the easiest source would be the contingency fund which for this year has a balance of \$50,000. This money is there for unexpected

expenses that are not budgeted for and over the last 10 years the county has spent between \$8,000 and \$42,000 dollars from this fund.

Supervisor Mawhinney asked Mr. Cullen if he could work this expense into his budget and Mr. Cullen replied that he would like to keep the cost internal if possible.

Supervisor Richard stated that the County has many exceptional employees but there are policies.

Mr. Reese stated that he has been working with airport staff for the last year getting his business started and that he has found that Mrs. Hevel is extremely knowledgeable and instrumental in the running of the airport.

Supervisor Fox stated that herein lies the problem of employees without merit raises.

Supervisor Richard asked why the title is being changed, and Mr. Cullen replied that he feels this title is the closest title the County offers based on actual duties.

Supervisor Mawhinney made a motion to appeal the recommended budget to allow the current employee to start at the 4<sup>th</sup> step of the Secretary II pay scale and for the Airport Director to make the change budget neutral. Mrs. Reese seconded the motion. MOTION CARRIED on the following vote, AYES – 6, Supervisors Fox and Mawhinney, Mr. Baker, Mr. Cope, Mr. Quint and Mrs. Reese. NOES – 1, Supervisor Richard.

Mr. Cullen asked if there was any further discussion on the recommended budget and Supervisor Mawhinney asked why the airport was not going to be paying the Computer Services fee in the future. Mr. Smith explained that there are some changes being made in how the IT department is doing things. Previously each department paid for their computers and then paid IT for support for those computers. Now IT is paying for the computers but has increased the user support fee. Since the airport is separate from DPW now and funded largely by tax levy, the airport can't recoup the support fee, so there is no point in charging it.

Director's Updates. Mr. Cullen gave a verbal recap of his handout (copy attached). Topics covered included:

- Part 139 Inspection – This is coming a little earlier than normal but Mr. Cullen feels confident in our ability to pass this inspection without a lot of repeat violations from previous years.
- SE ramp reconstruction project was completed on October 18<sup>th</sup>. Final financial data is in process. Painting on the ramp will come at a later date after the pavement has had a chance to cure.
- New hangar construction – two new hangars will soon be constructed on the north side of the airport, the leases for those should be on the November agenda. A third lease is currently being negotiated.
- Mentorship program for the UW-Platteville engineering department. Students have been tasked with designing a realistic joint use fire station for SWRA and JFD that would be located on the

airport. While this is only an exercise students are working hard and my come up with viable ideas for the future.

- Update on t-hangar occupancy. There has been a 7.5% increase in occupancy since the first of the year.
- TSA Pre-check event was a big success with 377 people signing up during the 1 week event. This exceeded the TSA's goal of 360. The TSA was very happy and are hoping we will host this again in the future. Mr. Mark Lendvay, the director of Federal Security in Wisconsin was here during the event and very impressed with our facility. He mentioned that we may see some overflow traffic next year during the Democratic National Convention.

Supervisor Fox asked when the first meeting of the Governance Committee is and Mr. Cullen responded that it is November 15<sup>th</sup> at 8:30 a.m. The JFD has been invited in order to address some items that relate to them. It is an open meeting.

Mr. Cope asked about the vacancy of our 2<sup>nd</sup> shift position. Mr. Cullen explained that we had offered the position to a candidate who then turned it down. They have had to restart the process and are currently trying to arrange interviews from the second group of applicants. Mr. Cope then asked about the Business View magazine article and when that was due to come out. Mr. Cullen stated that he had the interview in September and thinks the article is due to come out in November.

Committee Requests and Motions. Mr. Cullen asked if the Board was still interested in having Mark Graczykowski from the Bureau of Aeronautics come to a meeting to discuss airport projects and Supervisor Fox stated that he would like Mr. Graczykowski to come and speak.

Next Meeting Date. The next meeting of the Airport Board will be on Monday, November 18, 2019, at 8:00 a.m.

Adjournment. Supervisor Richard and Mr. Cope moved to adjourn at 8:44 a.m. MOTION CARRIED.

Respectfully Submitted,

Cynthia J. Hevel  
Airport Specialist

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

| Account Number                           | Account Name     | PO#      | Check Date | Vendor Name                    | Description                    | Inv/Enc Amt     |
|--|------------------|----------|------------|--------------------------------|--------------------------------|-----------------|
| 43-4453-4110-62210                       | Telephone        |          | 10/17/2019 | AT AND T                       | SEP TELEPHONE                  | 100.06          |
|  |                  | P1900962 | 10/17/2019 | CHARTER COMMUNICATIONS         | OCT SERVICE AT TERM            | 1,079.14        |
| 43-4453-4110-63100                       | Office&Misc Exp  | P1900595 | 10/17/2019 | US BANK                        | OFFICE SUPPLIES                | 155.45          |
| 43-4453-4110-64200                       | Training         | P1900595 | 10/17/2019 | US BANK                        | HOTEL FOR K.SMITH ADVNCD ASOS  | 342.00          |
| 43-4453-4110-64918                       | Marketing        | P1900650 | 10/10/2019 | MIDWEST FLYER MAGAZINE         | OCTOBER/NOVEMBER AD            | 53.25           |
|  |                  | P1902359 | 10/10/2019 | FOREMOST MEDIA INC             | YEARLY SECURITY SOCKETS LAYER  | 106.00          |
| <b>Airport Administration PROG TOTAL</b> |                  |          |            |                                |                                | <b>1,835.90</b> |
| 43-4453-4453-62160                       | Cleaning Contrac | P1900634 | 10/31/2019 | ALSCO INC                      | UNIFORMS WK OF 10/21/19        | 118.05          |
|  |                  | P1900637 | 10/10/2019 | DIVERSIFIED BUILDING MAINTENAN | SEPTEMBER CLEANING             | 628.22          |
|  |                  | P1900653 | 10/03/2019 | JAYS BIG ROLLS INC             | CITRUS METERED AIR FRESHENER   | 37.00           |
|  |                  | P1902403 | 10/17/2019 | SAFETY KLEEN SYSTEMS INC       | BI-YEARLY SERVICE ON PARTS WAS | 121.50          |
| 43-4453-4453-62164                       | Disposal Service | P1900635 | 10/17/2019 | ADVANCED DISPOSAL SERVICES     | TRASH PICK UP FOR SEP 2019     | 65.94           |
|  |                  | P1900636 | 10/03/2019 | ACE PORTABLES INC              | OCT PORTABLE TOILETS           | 142.00          |
| 43-4453-4453-62201                       | Electric         |          | 10/31/2019 | ALLIANT ENERGY/WP&L            | HWY 51 STREETLIGHT ELECTRIC    | 4,560.96        |
| 43-4453-4453-62202                       | Water            |          | 10/31/2019 | CITY OF JANESVILLE             | MAINT WATER                    | 185.90          |
| 43-4453-4453-62203                       | Natural Gas      |          | 10/24/2019 | ALLIANT ENERGY/WP&L            | ALLIANT ENERGY/OCT 2019        | 207.02          |
| 43-4453-4453-62206                       | Sewer            |          | 10/31/2019 | CITY OF JANESVILLE             | MAINT WASTE WATER              | 266.32          |
| 43-4453-4453-62207                       | Storm Water      |          | 10/31/2019 | CITY OF JANESVILLE             | MAINT STORM WATER              | 19,937.14       |
| 43-4453-4453-62290                       | Utility Services |          | 10/31/2019 | CITY OF JANESVILLE             | MAINT FIRE PROTECTION          | 249.54          |
| 43-4453-4453-62400                       | R & M Services   | P1900638 | 10/03/2019 | BOBCAT OF JANESVILLE           | PARTS FOR TOOLCAT              | 123.25          |

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| Account Number     | Account Name    | PO#      | Check Date | Vendor Name                    | Description                           | Inv/Enc Amt      |
|--------------------|-----------------|----------|------------|--------------------------------|---------------------------------------|------------------|
|                    |                 | P1902159 | 10/17/2019 | MAXXED OUT MOTORSPORTS         | LAWN MOWER TIRES                      | 118.40           |
|                    |                 | P1902363 | 10/24/2019 | REINDERS INC                   | SHIPPING                              | 86.12            |
|                    |                 | P1902417 | 10/17/2019 | MAXXED OUT MOTORSPORTS         | HOSE FOR TOOLCAT                      | 141.00           |
| 43-4453-4453-62473 | Painting        |          |            |                                |                                       |                  |
|                    |                 | P1901843 | 10/10/2019 | SHERWIN WILLIAMS               | YELLOW PAINT                          | 1,087.97         |
| 43-4453-4453-63501 | Gas/Other Fuels |          |            |                                |                                       |                  |
|                    |                 | P1900864 | 10/10/2019 | BROWN OIL CO INC               | SEPTEMBER DIESEL                      | 485.10           |
|                    |                 | P1901317 | 10/17/2019 | KWIK TRIP EXTENDED NETWORK     | SEPTEMBER FUEL EXPENSE                | 350.52           |
| 43-4453-4453-64900 | Other Expenses  |          |            |                                |                                       |                  |
|                    |                 | P1900633 | 10/24/2019 | BJ ELECTRIC SUPPLY INC         | LED 100 W RETROFIT                    | 442.44           |
|                    |                 | P1900642 | 10/24/2019 | HARRIS ACE HARDWARE LLP        | STEELWOOL, PIGTAILS, SPY PNT          | 211.36           |
|                    |                 | P1900647 | 10/03/2019 | FASTENAL COMPANY               | SHOP SUPPLIES                         | 13.66            |
|                    |                 | P1900649 | 10/31/2019 | GENESIS LAMP CORPORATION       | 2-18"X8' & 2- 36"X12" WNDSOCK         | 437.42           |
|                    |                 | P1900653 | 10/03/2019 | JAYS BIG ROLLS INC             | CITRUS DISINFECTANT DEODORANT         | 15.00            |
|                    |                 | P1900655 | 10/24/2019 | GRAINGER                       | SOLID STATE RELAY IN 4 TO 32VD        | 51.01            |
|                    |                 | P1901963 | 10/17/2019 | SHERWIN INDUSTRIES INC         | YEARLY CALIBRATION ON BOWMONK         | 424.27           |
|                    |                 |          |            |                                | <b>Airport Maintenance PROG TOTAL</b> | <b>30,507.11</b> |
| 43-4453-4454-67200 | Capitl Improve  |          |            |                                |                                       |                  |
|                    |                 | P1902422 | 10/24/2019 | WISCONSIN DEPARTMENT OF TRANSP | LABOR DLVY OTHR 7/1/19 TO 9/26        | 1,012.45         |
|                    |                 |          |            |                                | <b>Airport Capital PROG TOTAL</b>     | <b>1,012.45</b>  |



ROCK COUNTY

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

10/31/2019

| <u>Account Number</u> | <u>Account Name</u> | <u>PO#</u> | <u>Check Date</u> | <u>Vendor Name</u> | <u>Description</u> | <u>Inv/Enc Amt</u> |
|-----------------------|---------------------|------------|-------------------|--------------------|--------------------|--------------------|
|-----------------------|---------------------|------------|-------------------|--------------------|--------------------|--------------------|

I have reviewed the preceding payments in the total amount of **\$33,355.46**

Date:

Dept Head



Committee Chair

*Lease Between*

*Southern Wisconsin Regional Airport  
County of Rock, Wisconsin*

*and*

*Ataraxis Holdings, LLC*

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**Lease**  
**Southern Wisconsin Regional Airport**  
**County of Rock, Wisconsin**  
**and**  
**Ataraxis Holdings, LLC**

THIS AGREEMENT, made and entered into by and between the 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 Ataraxis Holdings, LLC, hereinafter 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, consisting of land, 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 is the owner of the hangar on the premises as described below; and

WHEREAS, it is to the mutual advantage of the parties to enter into this agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the COUNTY and the LESSEE agree as follows:

**Article 1 - Premises**

1.1 Land

COUNTY does hereby lease, let and demise to LESSEE, the premises consisting of land as 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 - Term

### 2.1 Term

The term of this Lease, subject to earlier termination as hereinafter provided, shall be for the period of December 1, 2019, through and including November 30, 2043. Six months prior to the expiration date of this Lease, LESSEE may request, in writing, that the COUNTY negotiate a new Lease with it. If timely notice is given to COUNTY, COUNTY shall meet with LESSEE in good faith to negotiate a new Lease. LESSEE or its assignees shall have the option to renew this Lease for an additional term of twenty-five (25) years upon like terms and conditions as those contained herein.

## Article 3 - Consideration

### 3.1 Consideration

LESSEE agrees to pay to the COUNTY, the Sum of Five Thousand Fifty-three Dollars and 35/100 (\$5,053.35) per year for the use of the leased PREMISES, representing a rental charge of .1170 cents (2019 rates) per square foot per year for Forty-three Thousand One Hundred Ninety-one (43,193) square feet of unimproved land. The requirement to pay the rental charge reflected in this Section 3.1 shall begin upon the completion of construction of the intended hangar and receipt of an occupancy permit from the City of Janesville. If LESSEE's requirement to pay rent commences on other than the first day of a calendar year or ends on a date other than the last day of a calendar year, rent for such year will be appropriately prorated. It is further agreed that annually during the month of December, rental rates shall be re-negotiated by the parties and will be based on the urban rate of inflation, not to exceed 4% annually. Said rates are to be equal to the rental rates for other buildings in its category and be effective January 1. Rental rates are subject to Airport Board approval.

### 3.2 Payment

As provided in Section 3.1, the rental charge shall begin upon the completion of construction of the intended hangar and receipt of an occupancy permit from the City of Janesville. Monthly payments in an amount equal to one-twelfth (1/12) of the annual rental rate set forth in Section 3.1 shall be paid on or before the 1<sup>st</sup> of each month. LESSEE shall have the option of paying monthly, quarterly, bi-yearly, or yearly.

### 3.3 Late Payments

Late payments of rental fees shall be subject to interest, thereon payable at the rate of one and one-half (1 1/2) percent per month, until paid in full.

3.4 Re-negotiation

The Airport Director shall be responsible for re-negotiating the yearly rental charge on behalf of the COUNTY, subject to final approval of the Airport Board.

3.5 Reexamination of Other Terms

During each rental fee negotiation period the parties shall meet, in good faith, to reexamine all of the terms of this Lease for the purpose of making fair and equitable adjustments of this Lease. Lease terms may be modified only through mutual agreement and arbitration is not applicable.

**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 Ownership of Improvements

LESSEE shall own and retain title to all improvements placed upon PREMISES; *provided, however*, that upon termination of this Lease the LESSOR, at its option, may require that all authorized improvements constructed upon the PREMISES shall remain in place and become the property of the LESSOR.

#### 4.4 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.

#### 4.5 Unauthorized Improvements

Should LESSEE make any improvements without prior COUNTY approval, which are not satisfactory to COUNTY, then, upon written notice to do so, LESSEE shall remove the same or, at the option of COUNTY, cause the same to be changed, modified or reconstructed to the satisfaction of the COUNTY. 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, COUNTY may effect the removal, change, modification or reconstruction thereof, and LESSEE shall pay the cost thereof to COUNTY, upon demand.

#### 4.6 Failure to Proceed With Construction

If construction of the planned hangar development does not commence within twenty-four (24) complete calendar months after commencement of the term of this Lease, this Lease will terminate upon thirty (30) days written notice by one party to the other, unless construction commences within said thirty (30) day period. Upon termination under this section, the property shall revert to LESSOR.

### 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 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 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, COUNTY 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 COUNTY by LESSEE, on demand. Furthermore, should COUNTY undertake any work hereunder, LESSEE waives any claims for damages, consequential or otherwise, against COUNTY as a result therefrom, except claims for damages arising from the COUNTY's 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 COUNTY any obligations to care for, maintain or repair PREMISES or improvements.

#### **Article 6 - Access to Premises by County**

LESSEE agrees to and shall permit COUNTY, 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 COUNTY to place such regulatory signs on PREMISES as COUNTY shall deem appropriate, at COUNTY cost and expense, but under no conditions shall said sign be attached to any building. LESSEE shall not place or erect any 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. LESSOR may require all utility pipes, wires and conduits to be underground.

##### **8.2 Responsibility**

LESSEE shall be responsible for connection/extension of all utilities, including electric, gas, telephone, sanitary/sewer and water services. 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, promulgation's, mandates, edicts, orders and other lawful requirements or 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 or 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 or 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 actions, 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 the storage of aircraft and for repairs by the aircraft owner or a person who is regularly employed by LESSEE. LESSEE may park personal motor vehicles and may house items incidental to LESSEE's aircraft 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.

### 9.3 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 the Lease.

9.4 Prohibited Use

LESSEE is not given the right to use PREMISES in the capacity of any commercial activity and may not act in such capacity subject to the uses permitted in Article 9.1 above. This limitation specifically prohibits LESSEE from providing hangar space for major aircraft repair services, not accomplished by the aircraft owner or the owner's full-time employee, or aircraft housed in the hangar complex, and from providing any aircraft repair service of any nature on any aircraft not housed in the hangar complex.

**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 not sublet PREMISES, or any part hereof, 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. This Section shall not apply to any subsidiary or sister corporation of the LESSEE.

**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.

In accordance with Rock County Resolution 11-10A-481 adopted October 13, 2011, LESSEE agrees that it will ban the open carrying of firearms and the carrying of concealed weapons in buildings and property leased from LESSOR and will place at its expense signs in proper number and in conformity with Sec. 943.13(2)(bm), Wis. Stats., within 10 business days of the start date of this Lease.

**Article 12 - Quiet Enjoyment**

COUNTY 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 COUNTY 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 nor 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 the 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**

COUNTY shall not be liable to LESSEE for any interruption on 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 COUNTY employee performing a duty or task for the COUNTY, and, in that event, COUNTY shall be liable only for the costs of repair. The rental charges shall not abate unless a building or structure is damaged by a COUNTY employee, performing a duty or task for the COUNTY, to such extent that it is unusable. In that event, the rental charge shall abate for a 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 shall indemnify, defend and hold harmless COUNTY, 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, negligence or willful misconduct performed on PREMISES or the Airport by LESSEE, its 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 County, 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 liability insurance policy, with COUNTY and Airport Board listed as additional insureds 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 thirty (30) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, COUNTY 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. COUNTY 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's 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, their 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, Non-Discrimination 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 the 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. COUNTY 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**

COUNTY, 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 COUNTY, 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, COUNTY 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 COUNTY shall not impose or be construed to impose upon COUNTY 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, COUNTY 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 COUNTY 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 the hangar door. COUNTY shall be responsible for the removal of snow from the runways, taxiways, ramps and parking lots. COUNTY shall incur no liability to LESSEE by reason of any failure on the part of COUNTY to remove snow from the runways, taxiways, ramps on parking lots, providing COUNTY 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 invitees. 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 egress from PREMISES for any vehicle.

### **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 COUNTY, LESSEE, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection 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. If LESSEE fails to maintain such insurance, COUNTY 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 COUNTY 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 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 repaired, 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 COUNTY in agreement with LESSEE. 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 COUNTY's unaccrued obligations hereunder shall cease. If LESSEE does not elect to repair, replace or rebuild the damage 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, COUNTY may elect to restore PREMISES to their original condition at the reasonable 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 provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice COUNTY 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**

COUNTY 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 it considers necessary for the protection of the aerial approaches to the Airport from obstruction. COUNTY may prevent LESSEE from erecting or permitting the erection of any improvements on PREMISES which, in COUNTY'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 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**

COUNTY 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 COUNTY shall be sent, delivered to or served upon the Airport Director at: 1716 W. Airport Rd. Suite 100, Janesville, Wisconsin 53546. Notice to LESSEE shall be sent, delivered or served upon LESSEE at:

Ataraxis Holdings, LLC  
940 Cape Marco Drive  
Unit PH2503  
Marco Island, FL 34145

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 COUNTY (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 subsidiary or sister 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.

The COUNTY understands that the hangar will initially be occupied by LESSEE's affiliate, Cloudkisser, LLC. Unless and until Cloudkisser, LLC, is no longer an occupant of the hangar, LESSEE shall not need to report Cloudkisser, LLC, as an occupant of the hangar on an annual basis.

The name, address and telephone number of Cloudkisser, LLC, is:

Cloudkisser, LLC  
Attn: Gary Bertrand, Manager  
940 Cape Marco Drive  
Unit PH2503  
Marco Island, FL 34145  
Ph: (815) 289-1900

**Article 41- Authority**

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

LESSOR  
Rock County, Wisconsin

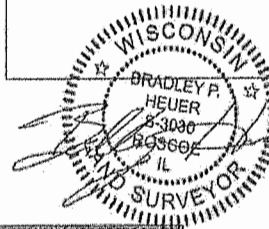
BY: \_\_\_\_\_  
Greg A. Cullen C.M., Airport Director  
Southern Wisconsin Regional Airport

LESSEE

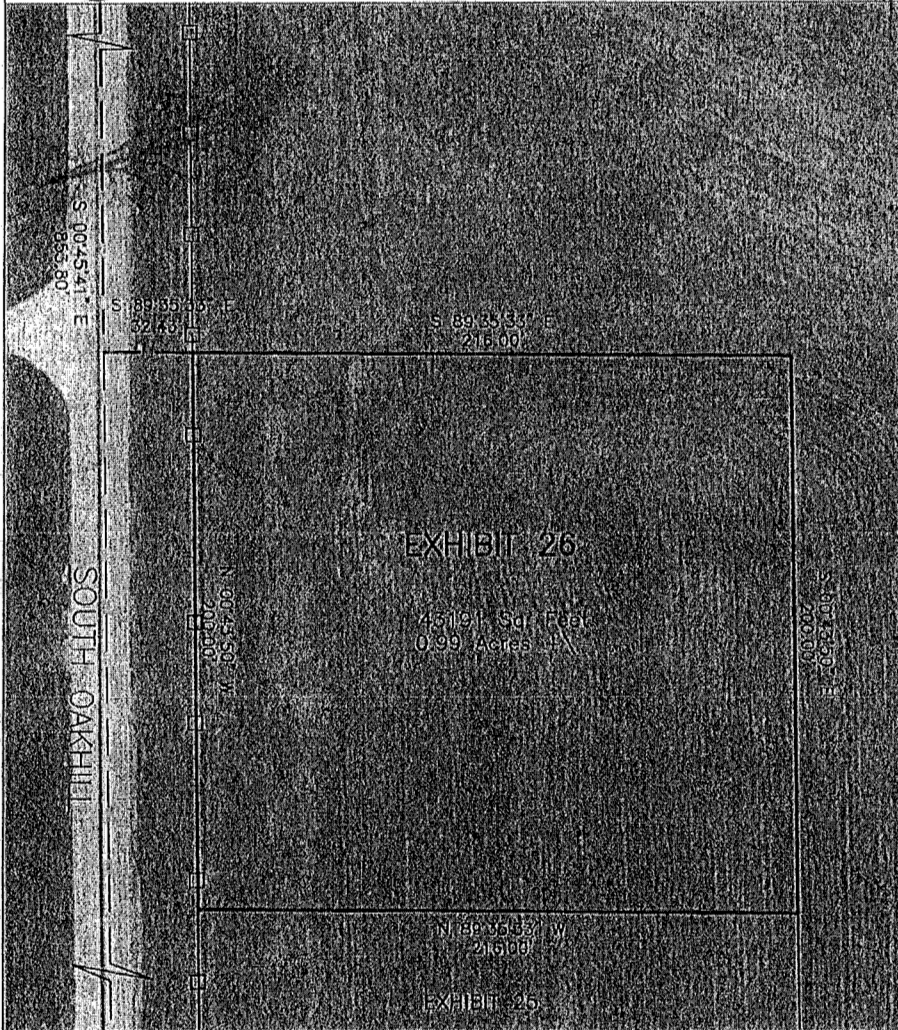
BY: \_\_\_\_\_  
Gary R. Bertrand, Manager  
Ataraxis Holdings, LLC

# LEASE EXHIBIT A

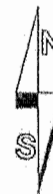
DESCRIBED AS FOLLOWS:  
 PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 12 EAST OF THE FOURTH PRINCIPAL MERIDIAN, ROCK COUNTY WISCONSIN  
 COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THENCE SOUTH ALONG THE NORTH SOUTH CENTERLINE OF SAID SECTION SOUTH 00 DEGREES 45 MINUTES 41 SECONDS EAST, 848.79 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 33 SECONDS EAST, 32.43 FEET TO THE POINT OF BEGINNING OF LEASE HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 35 MINUTES 33 SECONDS EAST, 216.00 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 50 SECONDS EAST, 200.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 33 SECONDS WEST, 216.00 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 50 SECONDS WEST, 200.00 FEET TO THE POINT OF BEGINNING. SAID LEASE CONTAINS 0.99 ACRES PLUS OR MINUS.



NORTH 1/4 CORNER  
 SECTION 23-T2N-R12E  
 COMPUTED FROM TIES

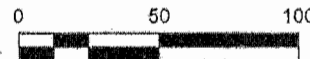


SOUTH 1/4 CORNER  
 SECTION 23-T2N-R12E  
 FOUND ALUMINUM MONUMENT



BEARINGS REFERENCED TO VASCOS; ROCK COUNTY

I HEREBY CERTIFY THAT I MAPPED THE LEASE ABOVE AS DIRECTED BY GREG CULLEN, SOUTHERN WISCONSIN REGIONAL AIRPORT DIRECTOR AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE PLAT HEREIN DRAWN CORRECTLY REPRESENTS SAID PROPOSED LEASE. GIVEN UNDER MY HAND AND SEAL THE 30TH DAY OF OCTOBER 2010 AT JANESVILLE, WISCONSIN.



PROJECT NO. 20191003-LEASES  
 FOR: SOUTHERN WI. REGIONAL AIRPORT  
 ATARAXIS HOLDINGS, LLC  
 DATE OF FIELDWORK: OCT 03, 2019  
 SHEET 1 OF 1

(a) - Legend

- - - - - New Lease Lines
- - - - - Fence Line

**ROCK COUNTY**  
**SURVEYORS OFFICE**  
 COURTHOUSE BUILDING  
 51 S. MAIN STREET - JANESVILLE, WI. 53545  
 PH. 608-757-5658

*Lease Between*

*Southern Wisconsin Regional Airport  
County of Rock, Wisconsin*

*and*

*Fox LLC*

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**Lease**  
**Southern Wisconsin Regional Airport**  
**County of Rock, Wisconsin**  
**and**  
**Fox LLC**

THIS AGREEMENT, made and entered into by and between the 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 Fox LLC, hereinafter 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, consisting of land, 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 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 use of the company and the promotion of aviation in Rock County; and

WHEREAS, it is to the mutual advantage of the parties to enter into this agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the COUNTY and the LESSEE agree as follows:

**Article 1 - Premises**

1.1 **Land**

COUNTY does hereby lease, let and demise to LESSEE, the premises consisting of land as 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 - Term

### 2.1 Term

The term of this Lease, subject to earlier termination as hereinafter provided, shall be for the period of December 1, 2019, through and including November 30, 2043. Six months prior to the expiration date of this lease, LESSEE may request, in writing, that the COUNTY negotiate a new Lease with it. If timely notice is given to COUNTY, COUNTY shall meet with LESSEE in good faith to negotiate a new Lease. LESSEE or its assignees shall have the option to renew this lease for an additional term of twenty-five (25) years upon like terms and conditions as those contained herein.

## Article 3 - Consideration

### 3.1 Consideration

Lessee agrees to pay to the COUNTY, the Sum of Seven Thousand Five Hundred Eighty Dollars and 08/100 (\$7,580.08) per year for the use of the leased PREMISES, representing a rental charge of .1170 cents (2019 rates) per square foot per year for Sixty-four Thousand Seven Hundred Eighty-seven (64,787) square feet of unimproved land. It is further agreed that annually during the month of December, rental rates shall be re-negotiated by the parties and will be based on the urban rate of inflation, not to exceed 4% annually. Said rates are to be equal to the rental rates for other buildings in its category and be effective January 1. Rental rates are subject to Airport Board approval.

### 3.2 Payment

As provided in Section 3.1, the rental charge shall begin upon the completion of construction of the intended hangar and receipt of an occupancy permit from the City of Janesville. Monthly payments in the amount of Six Hundred Thirty-one Dollars and 67/100 (\$631.67) representing Seven Thousand Five Hundred Eighty Dollars and 08/100 (\$7,580.08) per year shall be paid on or before the 1<sup>st</sup> of each month. LESSEE shall have the option of paying monthly, quarterly, bi-yearly, or yearly.

### 3.3 Late Payments

Late payments of rental fees shall be subject to interest, thereon payable at the rate of one and one-half (1 1/2) percent per month, until paid in full.

### 3.4 Re-negotiation

The Airport Director shall be responsible for re-negotiating the yearly rental charge on behalf of the COUNTY, subject to final approval of the Airport Board.



3.5 Reexamination of Other Terms

During each rental fee negotiation period the parties shall meet, in good faith, to reexamine all of the terms of this Lease for the purpose of making fair and equitable adjustments of this Lease. Lease terms may be modified only through mutual agreement and arbitration is not applicable.

**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 Ownership of Improvements

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

#### 4.4 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.

#### 4.5 Unauthorized Improvements

Should LESSEE make any improvements without prior COUNTY approval, which are not satisfactory to COUNTY, then, upon written notice to do so, LESSEE shall remove the same or, at the option of COUNTY, cause the same to be changed, modified or reconstructed to the satisfaction of the COUNTY. 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, COUNTY may effect the removal, change, modification or reconstruction thereof, and LESSEE shall pay the cost thereof to COUNTY, upon demand.

#### 4.6 Failure to Proceed With Construction

If construction of the planned hangar development does not commence within twenty-four (24) complete calendar months after commencement of the term of this lease, this lease will terminate upon thirty (30) days written notice by one party to the other, unless construction commences within said thirty (30) day period. Upon termination under this section, the property shall revert to Lessor.

### **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 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 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, COUNTY 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 COUNTY by LESSEE, on demand. Furthermore,

should COUNTY undertake any work hereunder, LESSEE waives any claims for damages, consequential or otherwise, against COUNTY as a result thereof, except claims for damages arising from the COUNTY's 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 COUNTY any obligations to care for, maintain or repair PREMISES or improvements.

#### **Article 6 - Access to Premises by County**

LESSEE agrees to and shall permit COUNTY, 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 COUNTY to place such regulatory signs on PREMISES as COUNTY shall deem appropriate, at COUNTY cost and expense, but under no conditions shall said sign be attached to any building. LESSEE shall not place or erect any 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. LESSOR may require all utility pipes, wires and conduits to be underground.

##### **8.2 Responsibility**

LESSEE shall be responsible for connection/extension of all utilities, including electric, gas, telephone, sanitary/sewer and water services. 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, promulgation's, mandates, edicts, orders and other lawful requirements or 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 or 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 or 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 actions, 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 the storage of aircraft and for repairs by the aircraft owner or a person who is regularly employed by LESSEE. LESSEE may park personal motor vehicles and may house items incidental to LESSEE's aircraft 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.

##### 9.3 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 the Lease.

9.4 Prohibited Use

LESSEE is not given the right to use PREMISES in the capacity of any commercial activity and may not act in such capacity subject to the uses permitted in Article 9.1 above. This limitation specifically prohibits LESSEE from providing hangar space for major aircraft repair services, not accomplished by the aircraft owner or the owner's full-time employee, or aircraft housed in the hangar complex, and from providing any aircraft repair service of any nature on any aircraft not housed in the hangar complex.

**Article 10 - Assignment/Sub-Lease**

It is agreed this lease can be assigned to any entity, owned or controlled by hangar owners. However, LESSEE shall not assign this Lease not sublet PREMISES, or any part hereof, 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. This Section shall not apply to any subsidiary or sister corporation of the LESSEE.

**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.

In accordance with Rock County Resolution 11-10A-481 adopted October 13, 2011, LESSEE agrees that it will ban the open carrying of firearms and the carrying of concealed weapons in buildings and property leased from LESSOR and will place at its expense signs in proper number and in conformity with Sec. 943.13(2)(bm), Wis. Stats., within 10 business days of the start date of this lease.

**Article 12 - Quiet Enjoyment**

COUNTY 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 COUNTY 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 nor 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 the 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**

COUNTY shall not be liable to LESSEE for any interruption on 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 COUNTY employee performing a duty or task for the COUNTY, and, in that event, COUNTY shall be liable only for the costs of repair. The rental charges shall not abate unless a building or structure is damaged by a COUNTY employee, performing a duty or task for the COUNTY, to such extent that it is unusable. In that event, the rental charge shall abate for a 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 shall indemnify, defend and hold harmless COUNTY, 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, negligence or willful misconduct performed on PREMISES or the Airport by LESSEE, its 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 County, 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 liability insurance policy, with COUNTY and Airport Board listed as additional insureds 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 thirty (30) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, COUNTY 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. COUNTY 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's 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, their 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 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, Non-Discrimination 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 the 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. COUNTY 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**

COUNTY, 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 COUNTY, 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, COUNTY 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 COUNTY shall not impose or be construed to impose upon COUNTY 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, COUNTY 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 COUNTY 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 the hangar door. COUNTY shall be responsible for the removal of snow from the runways, taxiways, ramps and parking lots. COUNTY shall incur no liability to LESSEE by reason of any failure on the part of COUNTY to remove snow from the runways, taxiways, ramps on parking lots, providing COUNTY 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 invitees. 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 egress from PREMISES for any vehicle.

### **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 4.3 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 COUNTY, LESSEE, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection 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. If LESSEE fails to maintain such insurance, COUNTY 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 COUNTY 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 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 repaired, 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 COUNTY in agreement with LESSEE. 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 COUNTY's un-accrued obligations hereunder shall cease. If LESSEE does not elect to repair, replace or rebuild the damage 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, COUNTY may elect to restore PREMISES to their original condition at the reasonable 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 provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice COUNTY 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**

COUNTY 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 it considers necessary for the protection of the aerial approaches to the Airport from obstruction. COUNTY may prevent LESSEE from erecting or permitting the erection of any improvements on PREMISES which, in COUNTY'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 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**

COUNTY 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 COUNTY shall be sent, delivered to or served upon the Airport Director at: 1716 W. Airport Rd. Suite 100, Janesville, Wisconsin 53546. Notice to LESSEE shall be sent, delivered or served upon LESSEE at:

Fox LLC  
3911 N. Hackbarth Road  
Janesville, WI 53548  
608-563-2501

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 COUNTY (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 subsidiary or sister 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: \_\_\_\_\_  
Greg A. Cullen C.M., Airport Director  
Southern Wisconsin Regional Airport

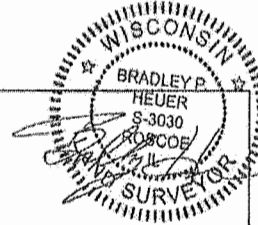
LESSEE'S Seal

LESSEE  
Fox LLC

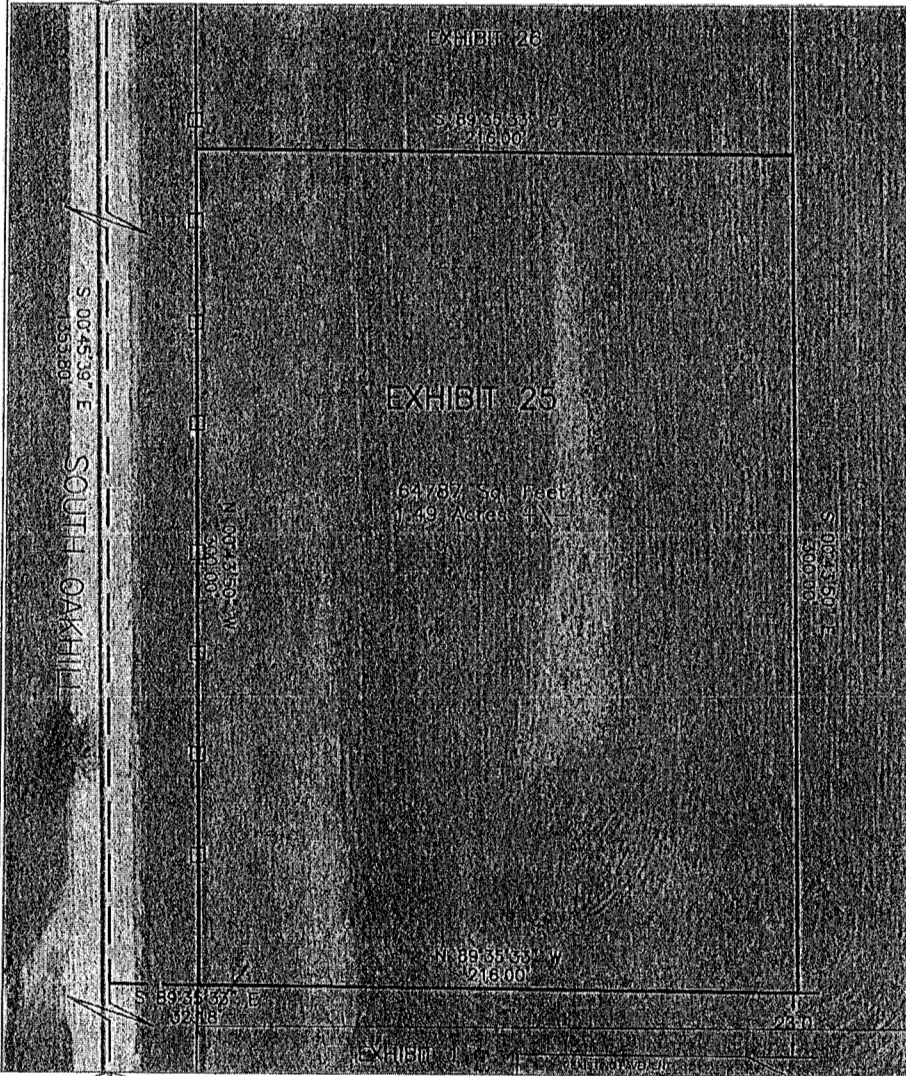
BY: \_\_\_\_\_  
Charise A. Fox  
Co-Trustee

# LEASE EXHIBIT A

DESCRIBED AS FOLLOWS:  
 PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 12 EAST OF THE FOURTH PRINCIPAL MERIDIAN, ROCK COUNTY WISCONSIN  
 COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THENCE SOUTH ALONG THE NORTH SOUTH CENTERLINE OF SAID SECTION SOUTH 00 DEGREES 46 MINUTES 41 SECONDS EAST, 1346.60 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 33 SECONDS EAST, 32.16 FEET TO THE POINT OF BEGINNING OF LEASE HEREIN DESCRIBED; THENCE NORTH 00 DEGREES 43 MINUTES 50 SECONDS WEST, 300.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 33 SECONDS EAST, 216.00 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 50 SECONDS EAST, 300.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 33 SECONDS WEST, 216.00 FEET TO THE POINT OF BEGINNING. SAID LEASE CONTAINS 1.49 ACRES PLUS OR MINUS.



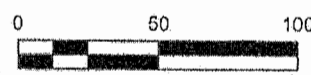
NORTH 1/4 CORNER  
 SECTION 23-T2N-R12E  
 COMPUTED FROM T16E



SOUTH 1/4 CORNER  
 SECTION 23-T2N-R12E  
 FOUND ALUMINUM MONUMENT



BEARINGS  
 REFERENCED  
 TO WISCONSIN  
 ROCK COUNTY






I HEREBY CERTIFY THAT I MAPPED THE LEASE ABOVE AS DIRECTED BY GREG CULLEN, SOUTHERN WISCONSIN REGIONAL AIRPORT DIRECTOR AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE PLAT HEREIN DRAWN CORRECTLY REPRESENTS SAID PROPOSED LEASE. GIVEN UNDER MY HAND AND SEAL THE 30TH DAY OF OCTOBER 2010 AT JANESVILLE, WISCONSIN.

PROJECT NO. 20191003-LEASES  
 FOR: SOUTHERN WI. REGIONAL AIRPORT  
 FOX LLC  
 DATE OF FIELDWORK: OCT 03, 2010  
 SHEET 1 OF 1


(a) - Legend  
 - - - - - New Lease Lines  
 - - - - - Fence Line

**ROCK COUNTY SURVEYORS OFFICE**  
 COURTHOUSE BUILDING  
 51 S. MAIN STREET - JANESVILLE, WI. 53545  
 PH. 608-767-5658


## Databases, Tables & Calculators by Subject

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### CPI for All Urban Consumers (CPI-U)


Series Id: CUUR0000SA0  
 Not Seasonally Adjusted  
 Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted  
 Area: U.S. city average  
 Item: All items  
 Base Period: 1982-84=100

Download:  [xlsx](#)

| Year | Jan     | Feb     | Mar     | Apr     | May     | Jun     | Jul     | Aug     | Sep     | Oct     | Nov     | Dec     | HALF1   | HALF2   |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2009 | 211.143 | 212.193 | 212.709 | 213.240 | 213.856 | 215.693 | 215.351 | 215.834 | 215.969 | 216.177 | 216.330 | 215.949 | 213.139 | 215.935 |
| 2010 | 216.687 | 216.741 | 217.631 | 218.009 | 218.178 | 217.965 | 218.011 | 218.312 | 218.439 | 218.711 | 218.803 | 219.179 | 217.535 | 218.576 |
| 2011 | 220.223 | 221.309 | 223.467 | 224.906 | 225.964 | 225.722 | 225.922 | 226.545 | 226.889 | 226.421 | 226.230 | 225.672 | 223.598 | 226.280 |
| 2012 | 226.665 | 227.663 | 229.392 | 230.085 | 229.815 | 229.478 | 229.104 | 230.379 | 231.407 | 231.317 | 230.221 | 229.601 | 228.850 | 230.338 |
| 2013 | 230.280 | 232.166 | 232.773 | 232.531 | 232.945 | 233.504 | 233.596 | 233.877 | 234.149 | 233.546 | 233.069 | 233.049 | 232.366 | 233.548 |
| 2014 | 233.916 | 234.781 | 236.293 | 237.072 | 237.900 | 238.343 | 238.250 | 237.852 | 238.031 | 237.433 | 236.151 | 234.812 | 236.384 | 237.088 |
| 2015 | 233.707 | 234.722 | 236.119 | 236.599 | 237.805 | 238.638 | 238.654 | 238.316 | 237.945 | 237.838 | 237.336 | 236.525 | 236.265 | 237.769 |
| 2016 | 236.916 | 237.111 | 238.132 | 239.261 | 240.229 | 241.018 | 240.628 | 240.849 | 241.428 | 241.729 | 241.353 | 241.432 | 238.778 | 241.237 |
| 2017 | 242.839 | 243.603 | 243.801 | 244.524 | 244.733 | 244.955 | 244.786 | 245.519 | 246.819 | 246.663 | 246.669 | 246.524 | 244.076 | 246.163 |
| 2018 | 247.867 | 248.991 | 249.554 | 250.546 | 251.588 | 251.989 | 252.006 | 252.146 | 252.439 | 252.885 | 252.038 | 251.233 | 250.089 | 252.125 |
| 2019 | 251.712 | 252.776 | 254.202 | 255.548 | 256.092 | 256.143 | 256.571 | 256.558 | 256.759 |         |         |         | 254.412 |         |

### 12-Month Percent Change

Series Id: CUUR0000SA0  
 Not Seasonally Adjusted  
 Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted  
 Area: U.S. city average  
 Item: All items  
 Base Period: 1982-84=100

Download:  [xlsx](#)

| Year | Jan  | Feb | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct  | Nov | Dec | HALF1 | HALF2 |
|------|------|-----|------|------|------|------|------|------|------|------|-----|-----|-------|-------|
| 2009 | 0.0  | 0.2 | -0.4 | -0.7 | -1.3 | -1.4 | -2.1 | -1.5 | -1.3 | -0.2 | 1.8 | 2.7 | -0.6  | -0.1  |
| 2010 | 2.6  | 2.1 | 2.3  | 2.2  | 2.0  | 1.1  | 1.2  | 1.1  | 1.1  | 1.2  | 1.1 | 1.5 | 2.1   | 1.2   |
| 2011 | 1.6  | 2.1 | 2.7  | 3.2  | 3.6  | 3.6  | 3.6  | 3.8  | 3.9  | 3.5  | 3.4 | 3.0 | 2.8   | 3.5   |
| 2012 | 2.9  | 2.9 | 2.7  | 2.3  | 1.7  | 1.7  | 1.4  | 1.7  | 2.0  | 2.2  | 1.8 | 1.7 | 2.3   | 1.8   |
| 2013 | 1.6  | 2.0 | 1.5  | 1.1  | 1.4  | 1.8  | 2.0  | 1.5  | 1.2  | 1.0  | 1.2 | 1.5 | 1.5   | 1.4   |
| 2014 | 1.6  | 1.1 | 1.5  | 2.0  | 2.1  | 2.1  | 2.0  | 1.7  | 1.7  | 1.7  | 1.3 | 0.8 | 1.7   | 1.5   |
| 2015 | -0.1 | 0.0 | -0.1 | -0.2 | 0.0  | 0.1  | 0.2  | 0.2  | 0.0  | 0.2  | 0.5 | 0.7 | -0.1  | 0.3   |
| 2016 | 1.4  | 1.0 | 0.9  | 1.1  | 1.0  | 1.0  | 0.8  | 1.1  | 1.5  | 1.6  | 1.7 | 2.1 | 1.1   | 1.5   |
| 2017 | 2.5  | 2.7 | 2.4  | 2.2  | 1.9  | 1.6  | 1.7  | 1.9  | 2.2  | 2.0  | 2.2 | 2.1 | 2.2   | 2.0   |
| 2018 | 2.1  | 2.2 | 2.4  | 2.5  | 2.8  | 2.9  | 2.9  | 2.7  | 2.3  | 2.5  | 2.2 | 1.9 | 2.5   | 2.4   |
| 2019 | 1.6  | 1.5 | 1.9  | 2.0  | 1.8  | 1.6  | 1.8  | 1.7  | 1.7  |      |     |     | 1.7   |       |

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## Southern Wisconsin Regional Airport

### Proposed Lease Rate Summary for 2020

1.7% U-CPI

| Lessee                       | Sq. Ft. | 2019   | Monthly<br>Payment | 2020   | Monthly<br>Payment | Monthly<br>Increase | Total Yearly<br>Increase |
|------------------------------|---------|--------|--------------------|--------|--------------------|---------------------|--------------------------|
| ABC Supply                   | 25,115  | 0.1170 |                    | 0.1190 |                    |                     |                          |
|                              | 31,025  | 0.1874 | \$729.38           | 0.1906 | \$741.84           | \$12.46             | \$149.52                 |
| Airport House                |         | 763.00 | \$763.00           | 776.00 | \$776.00           | \$13.00             | \$156.00                 |
| Anderson, Chris              | 10,350  | 0.1170 | \$100.91           | 0.1190 | \$102.64           | \$1.72              | \$20.64                  |
| Ataraxis Holdings LLC        | 43,191  | 0.1170 | \$421.11           | 0.1190 | \$428.31           | \$7.20              | \$86.40                  |
| Bales, Peter                 | 9,312   | 0.1170 | \$90.79            | 0.1190 | \$92.34            | \$1.55              | \$18.60                  |
| Dacy, Susan                  | 27,500  | 0.1170 | \$268.13           | 0.1190 | \$272.71           | \$4.58              | \$54.96                  |
| Elevation Air (Shamrock I)   | 5,000   | 0.1170 |                    | 0.1190 |                    |                     |                          |
|                              | 11,944  | 0.1874 | \$235.28           | 0.1906 | \$239.29           | \$4.02              | \$48.24                  |
| Erect-A-Tube                 | 33,000  | 0.1170 | \$321.75           | 0.1190 | \$327.25           | \$5.50              | \$66.00                  |
| Fox LLC                      | 64,787  | 0.1170 | \$631.67           | 0.1190 | \$642.47           | \$10.80             | \$129.60                 |
| Helicopter Specialties       | 16,800  | 0.1170 |                    | 0.1190 |                    |                     |                          |
| Bld 1                        | 24,000  | 0.1874 | \$538.60           | 0.1906 | \$547.80           | \$9.20              | \$110.40                 |
|                              | 31,892  | 0.1170 |                    | 0.1190 |                    |                     |                          |
| Bld 2                        | 11,498  | 0.1874 | \$ 490.51          | 0.1906 | \$498.89           | \$8.38              | \$ 100.56                |
| Hershey Lane (New Bldg.)     | 19,890  | 0.1170 | \$193.93           | 0.1190 | \$197.24           | \$3.31              | \$39.72                  |
| Janesville Jet Center        | 19,888  | 0.1170 |                    | 0.1190 |                    |                     |                          |
| 4606 Atlantis                | 55,001  | 0.1874 | \$1,052.84         | 0.1906 | \$1,070.82         | \$17.98             | \$215.76                 |
|                              | 18,206  | 0.1170 |                    | 0.1190 |                    |                     |                          |
| 1703 W. Airport Rd.          | 27,421  | 0.1874 | \$605.73           | 0.1906 | \$616.08           | \$10.35             | \$124.20                 |
| Jetson Aviation LLC          | 54,356  | 0.1170 |                    | 0.1190 |                    |                     |                          |
|                              | 69,180  | 0.1874 | \$1,610.33         | 0.1906 | \$1,637.84         | \$27.51             | \$330.12                 |
| NJJ Properties               | 12,452  | 0.1170 |                    | 0.1190 |                    |                     |                          |
|                              | 21,400  | 0.1874 | \$455.60           | 0.1906 | \$463.39           | \$7.78              | \$93.36                  |
| Prent                        | 30,625  | 0.1170 | \$298.59           | 0.1190 | \$303.70           | \$5.10              | \$61.20                  |
| Regal Beloit Corp.           | 22,756  | 0.1170 |                    | 0.1190 |                    |                     |                          |
|                              | 12,000  | 0.1874 | \$409.27           | 0.1906 | \$416.26           | \$6.99              | \$83.88                  |
| S.C. Aviation                | 105,834 | 0.1170 |                    | 0.1190 |                    |                     |                          |
|                              | 66,040  | 0.1874 | \$2,063.21         | 0.1906 | \$2,098.46         | \$35.25             | \$423.00                 |
| Schuh, Matt & Konya          | 9,500   | 0.1170 | \$92.63            | 0.1190 | \$94.21            | \$1.58              | \$18.96                  |
| Seneca Foods                 | 18,630  | 0.1170 | \$181.64           | 0.1190 | \$184.75           | \$3.10              | \$37.20                  |
| Smith, Alex                  | 9,797   | 0.1170 | \$95.52            | 0.1190 | \$97.15            | \$1.63              | \$19.56                  |
| <b>Total Yearly Increase</b> |         |        |                    |        |                    |                     | <b>\$2,387.88</b>        |

## 2020 Estimated T-hangar Rates

### 1.7% Increase

| Hangar Numbers |                  | 1 Year<br>Current<br>Base<br>Rate | Increase<br>Rounded<br>New Base<br>Rate | Increase | 6 Month<br>Lease =<br>Base + \$10.00   | 3 Month<br>Lease =<br>Base +<br>\$20.00 | 1 Month<br>Lease =<br>Base +<br>\$30.00 |
|----------------|------------------|-----------------------------------|---|----------|--|---|---|
| <b>25-44</b>   | Current          | \$ 226.00                         | \$ 230.00                               | \$ 4.00  | These hangars are offered with a three month free month option for a one year lease. |   |   |
|                | Security Deposit | One Month's Rent                  |   |          |  |   |   |
| <b>45-54</b>   | Current          | \$ 241.00                         | \$ 245.00                               | \$ 4.00  | \$ 255.00  | \$ 265.00                               | \$ 275.00                               |
|                | Security Deposit | One Month's Rent                  |   |          | 50% Month's Rent   | 25% Month's Rent                        | \$ 30.00                                |
| <b>55-64</b>   | Current          | \$ 264.00                         | \$ 268.00                               | \$ 4.00  | \$ 278.00  | \$ 288.00                               | \$ 298.00                               |
|                | Security Deposit | One Month's Rent                  |   |          | 50% Month's Rent   | 25% Month's Rent                        | \$ 30.00                                |