

NOTICE OF AN ELECTRONIC MEETING

The following meeting will have a videoconferencing/teleconferencing option. The public may attend in person at the location noted on the agenda. The public is encouraged to attend via electronic means. A Quorum of the County Board of Supervisors may be in attendance, however; only official business of the Airport Commission will take place or be acted upon by members of the Airport Commission.

	Iowa County Airport Commission Meeting March 19, 2025 – 6:00 pm Join Zoom Meeting: Meeting ID: 899 5814 7407 Passcode: 241909 Dial by your location: 1-312-626-6799 Community Room of the Health and Human Services Building 303 W Chapel Street Dodgeville, Wis. 53533	Iowa County Wisconsin
For information regarding access for the disabled please call 935-0399.		
<i>Any subject on this agenda may become an action item.</i>		
1	Call to order by The Chair.	
2	Roll Call. (Committee & Audience).	
3	Consent Agenda: A. Approve the meeting Agenda for this Wednesday March 19, 2025 Meeting B. Approve the Minutes of the January 30, 2025 Meeting. C. Next meeting date: To Be Determined (TBD) by the Chair.	
4	Report from committee members and an opportunity for members of the audience to address the committee. No action will be taken.	
5	Hangar Lease Agreement Consideration for Approval for Lot #33 or #34 by Josh Fowler.	
6	Review Existing Hangar Ground Lease Agreements	
7	Review Current Leases A. County Owned Hnagar Rental Lease Agreement B. County Ground Lease Agreement – Privately Owned Hangar. C. County Sanitary Sewer User Agreement Ground Lease. D. Commercial Operator's SASO Lease	
8	Highway Commissioner's Report. A. Airport Layout Plan and Capital Plan Update. B. Personal Property Tax Exemption Documentation Project Update. C. Airport 2025-2030 Capital Improvement Plan.	

	D. Terminal Building Renderings for ATP Grant Submittal.
9	Airport Manager's Report. A. Fuel Sales Report – October 2024. B. Events Planning. C. Midwest Aero LLC and Driftless Aero 1 Year anniversaries.
10	Airport Commission Chair Report.
11	Adjournment. Set the Next meeting date and time. TBD by the Chair
Posting verified by the County Clerk's Office: Date: Initials:	

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	Iowa County Airport Commission Meeting Thursday January 30, 2025 – 5:00 pm Join Zoom Meeting: Meeting ID: 862 4083 0079 Passcode: 985660 Dial by your location: 1-312-626-6799 Community Room of the Health and Human Services Building 303 W Chapel Street Dodgeville, Wis. 53533	Iowa County Wisconsin
For information regarding access for the disabled please call 935-0399.		
<i>Any subject on this agenda may become an action item.</i>		
1	Call to order by The Chair. Meeting called to order by Chair Masters at 5:00pm. Masters noted Gust as excused and Lease as excused. Masters appointed Galle to substitute for Lease.	
2	Roll Call. (Committee & Audience). Committee members present Nelson, Kreul, Christian, Gallee, Gander (via zoom) Masters. Gust was excused. Also present Hardy, Willimas, Delaney, and Boxrucker. Board Chairman Meyers arrived @5:29pm, Lease arrived at 5:40PM.	
3	Consent Agenda: A. Approve the meeting Agenda for this January 30, 2025 Meeting B. Approve the Minutes of the November 4, 2024 Meeting. Motion to approve consent agenda A and B by Christian; 2nd by Nelson. Motion Carried C. Next meeting date : TBD by the Chair. No action taken on meeting date at this time.	
4	Report from committee members and an opportunity for members of the audience to address the committee. No action will be taken. No Action Taken. Question raised with regards to a building site occurring on property across Cave Road off of the end of runway 04/29. Hardy commented the airport engineer and planning/zoning office were both aware of the occurrence, the building site was field surveyed by the airport engineer Mead and	

	Hunt, and the building owner was notified of the building restriction areas and the buildings are outside of the Avigation Easement and Runway Protection Zone Areas. Christen asked about the south gate main entrance road deterioration from the Runway improvement project traffic, and if pavement repairs could be performed. Hardy and Williams to review and discuss.
5	Consider an Extension for Resolution 08-0224 Moratorium on Buildings for Property North of the Airport. Hardy explains the time frame for the Land Acquisition through the BOA process, the project has been added to the 2025-2030 airport capital plan funding by the BOA, along with the land plots, acreage and aerial map of the parcels of land affected by the proposed airport acquisition. Stated it's important to ensure the moratorium area is large enough for the current and future planned expansion of the airport along with controlling water runoff. Hardy stated the landowners within the moratorium area received a copy of the meeting agenda for this meeting notifying them of the agenda topic for the area as to which the airport is looking to acquire. Motion by Nelson, seconded by Galle to extend the airport land moratorium on the issuance of building permits by the Planning and Zoning Office for the properties affected north of the airport. Some discussion: resolution will go to the County Board for approval, what timeframe is needed for the acquisition - 2 years, 3 years, or end of the calendar year 2026 / 2027 / or 2028, and what if the area affected changes. Decided the resolution could be revised by the County at anytime to revisit the moratorium area. Motion approved unanimously.
6	Discussion of Personal Property Tax Exemption, Airport Taxes, and Collection of Taxes for 2024. Hardy explains the 2023 legislative action changed how personal property (privately owned Hangars on government property) is dealt with in taxation. A Buildings, Fixtures, and Improvements document is created to identify the location of each privately held hangar on the airport grounds; then a tax identification number will be assigned for each hangar / tenant owner in their name for taxation purposes. For 2024 taxes, the county was billed as the tax property owner. Since the county is a governmental entity, it is exempt from property taxation. However the buildings on the grounds owned by others is not. So, the airport paid the 2024 taxes earlier in the month, and will be billing each hangar owner their share of the taxes paid by the County. The taxes were prorated to each hangar owner based on the township's equalized value assessment for each hangar building in 2023 and 2024. A letter will be going out in early February to each tenant owner explain the situation and invoicing them for their share of the 2024 taxes paid by the County. Due to the drop in equalized values in the Town of Linden for 2024 versus 2023; the amount of taxes paid by each tenant will go down for 2024. Tenant's tax bills will be sent out this next week from the Finance Office. (No action taken).
7	Personal Property Tax Exemption Buildings, Fixtures, and Improvements (BFI) Documentation Project Update and Discussion on Hangar Lease Agreements and Annual Lease Payments. Hardy re-iterated the Personal Property Tax Exemption law changes in 2023 / 2024 by the State Legislature. The Buildings, Fixtures, and Improvements document being created will be based on the building footprint for each tenant's hangar. During the process of evaluating the existing hangar buildings, an exercise was undertaken to verify each lease agreement with each building size for payment and collection of rents. During the process, some discrepancies were discovered and the commission needs to clarify how to proceed with airport lease dimensions and collection pf payments going forward. After surveying the existing buildings, the airport engineer tried to create hangar parcel sizes based on

	the amount of land space between hangars and the lease agreement verbiage with regards to areas in front and behind hangars. When the building and lot sizes were compared to the lease agreement stated lease areas, it was discovered some leases are charged based on the building size, some lease were charged based on the building size plus a property area or building setback dimension, and some leases were charged a rate based on an area that didn't match either of these other dimensions. So, the Commission should make a decision on how to charge leases for property for hangars going forward and determine if anything should be done or changed with the existing lease agreements. Hardy explained how the leases vary and between the building size compared to a lot size with the setback of the building. Hardy explains the increase or decrease in lease amounts across all hangar sites depending on how the Commission might move forward – no change, charge by building footprint or size, charge by the building size plus a standard building setback dimension or lot size. Additionally, there was some discussion of hangar lot sizing being based off of taxiway widths and object free building setbacks for aircraft usage, and that the actual lot size creates a maximum available building space recognizing that tenants can build hangars to suite their ownership needs – can be smaller than the lot size based on the airplane they own, but that the lot would accommodate a maximum building size. Gander motions: A lot (building plus building setback dimension) lease area size shall be utilized for the determination of lease payments for all leases effective immediately, with existing leases to be affected during the 2027 lease rate setting process. Seconded by Nelson. Some discussion. Gander motions for an Amendment to the original motion: that lease renewals for existing leases shall be affected immediately on issuance, and that other existing lease rate amounts would be revised to match a lot size regardless of renewal on January 1, 2027. Amendment 2nd by Nelson. Some discussion Amendment to the Original Motion approved unanimously. Back to the original motion: with all leases effectively revised to meet a lot (building plus setback) size on January 1, 2027. Motion carried.
8	Delaney request for Hangar Lease re-assignment on Lot #16 to JD's Wisconsin Investments LLC. John Delaney requests to re-assign an existing hangar lease agreement for Lot #16 from his personal name on the lease agreement to the name of JD's Wisconsin Investments LLC. Some discussion of lease agreements, variations of lease agreements on the grounds, their terms, conditions, and other content. The original lease and a re-assignment for this lot was executed in the 1980s. Hardy commented Corp Counsel did review the request. Counsel Morzenti opinioned that the transfer or re-assignment from a personal owner to a personal owner's Limited Liability Corporation in essence does not change who the underlying party for the lease agreement is. Since the underlying responsible party is not changing; Corp Counsel does not have an issue with re-assigning the lease to the new entity, which may be exclusively for the owner's tax purposes or other business needs. And, opinioned this is the only reason he would recommend a re-assignment of an existing lease in lieu of an issuance of a new lease. And, technically there is an argument that the re-assignment isn't necessary since the underlying agreement signatory / building owner isn't changing, but clarifies it as for the owner's purposes. Nelson motions to delay the decision, hold over the topic, and bring back to the next meeting in order to be able to review the leases and the differences between current and old prior leases before making a final decision. Seconded by Gander. Motion Failed - Ayes 2 Nays 4.

	Motion by Lease to Approve the Hangar Lease Agreement re-assignment indicating a name change from John Delaney to JD's Wisconsin Investments LLC. seconded by Masters. Motion Carried (Ayes 5 – Nays 1 Nelson).
9	Review the 2025-2029 Airport Capital Projects Listing. Hardy provided and explained the 2025 Capital Plan changes and how the new 2026-2030 Capital plan uses Snow Removal Equipment (SRE) funding to move forward with the land acquisition to the north of the airport. And that the shift in plan funding moves the original SRE later on into capital plan year 2029-30. Points out the project shifting due to the Airport Layout Plan and Petition process not being finalized yet, but that the airport is still planning to construct Hangars in 2026 with Bipartisan Infrastructure Law (BIL) funds. Hardy presents the Hangar project funding mechanisms, local share to be a match in funds, and additional local share which will be utilized to short-term fund the project due to BIL funding expiration timeline. The Airport will then be refunded in 2027 and 2028 for their share of funds provided that are above and beyond the local total project cost share amount. Nelson questioned preventative maintenance and why crackfilling or sealcoating is not included in the 5-year capital plan? Hardy stated the BOA usually handles and schedules those work types through block grant funding. With smaller projects, the airport's cost share is lower and we typically handle it through the budget process with our annual expenses. In years where airport revenues don't cover the expenses, we would have to do an end of year transfer to cover it. In short, we don't always know which year our preventative maintenance will be done due to being a part of the overall state bids and process, often depends on bid awards versus total block grant project funds available. Motioned by Nelson to send the 2026-2030 Airport capital plan to Long Range Planning Committee; 2nd by Christian. Motion Carried.
10	Highway Commissioner's Report. A. Airport Layout Plan Update, ALP Sheet 16 revision, and the 2025 Airport Terminal Grant application. B. Revenue & Expense Statement EOY 2024. Hardy talks about recent meetings with the FAA to go over the grant application process and how to improve the airport's Terminal Grant position to get future funding. Hardy also gives the airports overall Revenue vs Expense gain of \$211 for the 2024 year.
11	Airport Manager's Report. A. Fuel Sales Report – EOY 2024. B. Hangar Wait List. C. 2024 Events Summary. Williams talks about the YTD fuel sales stating that overall fuel sales are up for the 2024 year. Explains the winter season at the airport and what has been taking place. The deer at the airport have been taken

	care of and seem to have the problem under control. Williams talks about recent fuel pump issues but while working with companies AB Electric was able to get the pumps back up and running. Boxrucker; explains the Santa Fly in that took place at the beginning of winter and the positive impact that event had for all involved. As well as explaining some of the upcoming events planned and working on for the 2025 year at the airport.
12	Airport Commission Chair Report. No Report
13	Adjournment. Set the Next meeting date and time. To Be Determined by the Chair No meeting scheduled / motioned to adjourn by Christian; 2 nd by Nelson at 6:45pm; Motion adjourned by chair Masters.
Posting verified by the County Clerk's Office: Date: Initials:	

BLANK

AGENDA ITEM COVER SHEET

Title: Hangar Ground Lease Lot #33

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Consider issuing a ground lease for a new hangar on Lot #33 illustrated on sheet #16 of the Airport Layout Plan to Josh Fowler.

RECOMMENDATIONS (IF ANY):

Discuss options and approve.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Agreement Template, which needs to be updated for the County Clerk signatory.

FISCAL IMPACT:

Increase in revenue stream by agreement lease amounts upon acceptance.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5 Mins.

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 03-19-2025

AGENDA ITEM # 5

COMMITTEE ACTION:



BANK

AIRPORT HANGAR GROUND LEASE

This agreement, made and entered into on the date indicated below by and between Iowa County, Wisconsin, hereinafter called the Lessor, and _____, hereinafter called the Lessee.

WHEREAS, the Lessor owns and operates an airport known as (Call sign MRJ) Iowa County Airport at Mineral Point and Lessee is desirous of leasing from the Lessor a certain parcel of land on the airport, hereinafter more fully described, for the purpose of constructing a hangar.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the airport upon the following terms and conditions.

1. Property Description:

ADD LOT DESCRIPTION HERE \$0.088 OR \$0.11/SF

2. **Term:** The term of this lease shall be for a period of not to exceed Thirty (30) years commencing on _____ and terminating on December 31, _____.

3. **Rent:** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of \$____ per square foot for the land leased, for a total annual charge of \$____, payable in advance on January 1, and on each anniversary thereof until this lease terminates. Payments shall be due annually on January 1. The County shall notify lessees in writing during November of the preceding year. No other notice shall be due from the Airport or the County. Lack of timely or insufficient notice shall not be grounds for a payment due date extension.

Annual lease payments shall be made payable to the Iowa County Treasurer; C/O Iowa County Airport; 222 N. Iowa Street; Dodgeville, WI 53533. Any amounts past due shall be assessed a monthly rate of 1.5% interest on the amount outstanding. Finally, the rental rate specified herein shall be subject to reexamination and readjustment as provided below.

4. **Rent Adjustments:** The Lessor shall have the option to adjust rent annually subject to the following:

- a. Any rent adjustment shall be applied uniformly for all non-commercial hangar leases at the Airport.
- b. No adjustment shall result in rent that is more than the full year equivalent of 110% of the rent for the prior calendar year.
- c. Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before December 1 of the year prior to the year for which such adjustment shall apply, except in the case of a new lease executed after December 1 in which case notice shall be given at the time of execution of the lease.

5. **Taxes:** The Lessee shall pay all taxes and assessments that may be levied against the personal property or buildings of the Lessee

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

Lessor shall bill the Lessee bi-monthly to correlate with the receipt of notices from the utility providers for electric and gas by the Lessor.

7. **Other Fees:** Nothing herein shall limit the Lessor's right to impose, and the Lessee's obligation to pay, any and all other fees; which the Lessor may establish from time-to-time for Airport services and privileges.
8. **Hangar Construction:** The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises providing such buildings or structures are in accordance with all federal, state, and local regulations. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.
9. **Hangar Use:** Hangar shall be used for an aeronautical purpose such as:
 - a. Storage of airworthy aircraft;
 - b. Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
 - c. Non-commercial construction of amateur-built or kit-built aircraft;
 - d. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to service aircraft); and
 - e. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, office equipment, teaching tools).

Provided the hangar is used primarily for an aeronautical purpose, Lessee may store non-aeronautical items in the hangar provided they do not:

- a. Impede the movement of the aircraft in and out of the hangar;
- b. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- c. Impede access to other aeronautical contents of the hangar; and
- d. Violate building codes or local ordinances.
- e. Cumulatively, the items may not occupy more than 40% of the hangar building square footage of surface area.

Lessee shall not conduct non-aeronautical business activities out of the hangar nor store items in support of a non-aeronautical business.

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

Lessee shall not hereafter make use of the premises in any manner which might create electrical or

electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft. Lessor reserves the right to enter upon the premises hereby and abate any such hazard at the expense of Lessee.

- 10. Nonexclusive Rights:** Lessee shall have the nonexclusive right, in common with others so authorized:
- a. To use the common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
 - b. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge fees for the use of such areas.
 - c. To use all access ways to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
- 11. Hangar Maintenance:** The Lessee will maintain its hangar, associated appurtenances, and the surrounding land in a safe, useful, clean, painted, neat and orderly condition, and Lessee shall perform such repairs, maintenance and upkeep as the Lessor shall deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport. In the event of fire or any other damage or casualty to structures owned by the Lessee, the Lessee shall repair, replace or remove the damaged structure, and restore the leased area to its original condition, within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.
- 12. Obstruction Lights:** Whenever determined necessary by the Lessor, the Lessee agrees to install, maintain and operate proper obstruction lights on the tops of all of Lessee's buildings or structures, at Lessee's sole cost.
- 13. Signs:** No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor, with exception to a notification sign designating the hangar number with alphanumeric numbering schematic.
- 14. Rules and Regulations:** The Lessee agrees to observe and obey all current and future laws, ordinances, rules and regulations promulgated and enforced by the Lessor and by other proper authority having jurisdiction over the conduct of operations at the airport, provided the same are consistent with the procedures proscribed or approved from time-to-time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft.
- 15. Security:** Lessee shall comply at all times with all federal and state security and safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored within the hangar and Lessee, or Lessee's agent, is not present at the hangar. Keys shall not be left in any unattended aircraft whether or not the aircraft is located within a hangar.
- 16. Occupants:** No person or entity may occupy the hangar of the Lessee except the Lessee, without the prior written consent of the Lessor. However, nothing herein shall prohibit the Lessee from temporarily permitting another person or entity to temporarily store aircraft in the Lessee's hangar. It is understood that any long-term storage requires the permission of the Lessor and any entity which permits temporary storage for profit must obtain an FBO permit from the Lessor.

- 17. Commercial Operations:** Nothing herein shall authorize the Lessee to conduct any business operations or to act as a Fixed Base Operator (FBO) on the premises leased herein. All such activities are prohibited without the prior written approval of the Lessor. However, nothing herein shall be construed to prohibit the Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. Commercial operations on the airport grounds are regulated through separate Commercial Operator agreements.
- 18. Airport Maintenance:** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.
- 19. Obstructions:** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.
- 20. Airport Development:** The Lessor reserves the right to further develop and improve the airport as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. If the development of the airport requires the removal and/or relocation of the Lessee's hangar building(s), the Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:
- a. The Lessor will provide the Lessee with written notice at least 180 days prior to said removal and/or relocation, and
 - b. The Lessor shall, in the Lessor's sole discretion, either
 - i. Pay a third party to relocate the Lessee's building(s) to a new location on the airport, or
 - ii. Pay the Lessee the fair market value of the building(s)
- 21. Snow Removal:** The Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within 10 feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of the Lessor, and may vary from year-to-year and from snowfall-to-snowfall. Snow removal from the taxiways in front of Lessor's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds the Lessor harmless from any liability for any and all damages, incurred by the Lessee, caused by or arising from the manner, speed or timeliness of the Lessor's snow removal.
- 22. Right to Inspect:** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, or to the operation of the airport.
- 23. Hold Harmless:** The Lessor shall not be liable to the Lessee for, and Lessee shall hold the Lessor harmless from, any and all claims, damages or losses caused by the acts or omissions of the Lessee, its family, guests, invitees, employees, agents, representatives or servants, relating to or arising out of Lessee's use and enjoyment of the Airport or the rights and privileges granted by this lease. The Lessor shall not be liable for any loss or damage, not caused by negligent acts or omissions of the Lessor,

which Lessee may sustain from:

- a. Theft or burglary in or about the premises;
- b. Delay or interruption in any utility service from any cause whatsoever;
- c. Fire, water, rain, frost, snow, gas, odors or fumes from any source whatsoever;
- d. Any injury to any person or damage to any property; or
- e. Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.

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

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

- a. The insurance policies required to be carried by Lessor hereunder shall contain provisions that such policies are not subject to cancellation or change without at least 30 days written notice to the Lessee.
- b. Any insurance required to be maintained by Lessee under this section may be provided and maintained by blanket insurance covering the premises and other locations, properties and insurable interests of the Lessee, provided that the coverage obtained by such blanket policy shall be in a manner sufficient to satisfy the obligations of Lessee under this Section

25. Abandonment:

- a. If the Lessee fails to use the hangar, for the purpose of storing aircraft owned by the Lessee, for a continuous period of 12 months, then the Lessor may, in Lessor's sole discretion, terminate this lease.
- b. If the lot is vacant, and within 24 months of entering the lease, the Lessee fails to obtain a building permit for construction of an airplane hangar, then the Lessor may, in Lessor's sole discretion, terminate this lease.
- c. If the Lessee obtains a building permit for construction of an airplane hangar, and the Lessee fails to complete construction of the hangar, fails to comply with the terms and conditions of the building permit, or fails to obtain a certificate of occupancy within the prescribed timeframe, then the Lessor may, in Lessor's sole discretion, terminate this lease.

26. Liens and Encumbrances: The Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest or other charge, including liens for work, labor or materials furnished,

or alleged to have been furnished, on the leased premises.

27. Default and Termination:

- a. **Default Defined:** Lessee shall be deemed in default upon
 - i. Failure to pay rent or any other properly-imposed fee within 30 days after due date.
 - ii. The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.
 - iii. The commencement of any proceeding for dissolution or for the appointment of a receiver.
 - iv. The making of an assignment for the benefit of creditors.
 - v. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after the Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the Notice by the Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, the Lessee may apply to the Lessor for an extension of time within which to cure said violation.
- b. **Effect of Default:** Default by the Lessee shall authorize the Lessor, at its sole option, to declare this lease void, to cancel the same, and to re-enter and take possession of the premises.
- c. **Remedies:** Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute
- d. **Restoration of Property:** Upon termination of this lease, the Lessee shall remove all of its buildings, equipment, and property, and restore the leased premises to its original vacant condition within 90 days, unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon. Abandoned structures and improvements shall become the property of the Lessor.
- e. **Non-waiver:** Any intentional or unintentional waiver by the Lessor of any violation of this Contract by the Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent or contemporaneous violation.

28. Title: Title to the building erected by the Lessee shall remain with the Lessee and shall be transferable. Upon termination of this lease, the Lessee shall remove the buildings, equipment, and personal property, and restore the leased property to its original condition, unless otherwise agreed by in writing by Lessor.

29. First Right of Refusal: During the term of the lease, Lessee hereby grants Lessor the right to have the first opportunity to purchase the hangar if and when such becomes available and the first right to meet any other offer from a third party. The terms of any such third-party offer shall be delivered in writing to Lessor, and Lessor shall have thirty (30) days from receipt in which to agree to meet the terms of said offer. If Lessor does not elect to purchase the hangar, Lessee may transfer the hangar to the third

party on the same terms of the original offer. If Lessee does not transfer the hangar pursuant to said offer, the term of this paragraph shall continue to apply.

- 30. Lease Transfer:** The Lessee may not assign, sublease, or transfer this agreement or any interest contained herein, without the consent of the Lessor, which consent shall not be unreasonably withheld.
- 31. Subordination:** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
- 32. Nondiscrimination:** The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
 - b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 33. National Emergency:** During time of War or other State or National emergency, the Lessor shall have the right to suspend this Contract, and to turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government During any period when the airport shall be closed by any lawful authority, thereby restricting the use of the airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.
- 34. Non-Binding Mediation:** Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by non-binding mediation. Should the parties not come to a mutual agreement or settlement utilizing non-binding mediation; it is agreed herein that all litigation proceedings shall occur in Iowa County, Wisconsin.
- 35. 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 Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

36. ENTIRE AGREEMENT/MODIFICATION OF LEASE. This Lease represents the entire agreement of the parties. No oral statement or prior written matter between Lessor and Lessee with respect to the matters covered in this Lease will have any force or effect. Lessor and Lessee hereby agree that they are not relying on any representation or agreements by the other party other than the representations or agreement contained in this Lease. Except for Lessee's right to terminate this Lease as expressly provided in this Lease, this Lease will not be modified or cancelled except by written documentation executed by Lessor and Lessee.

On behalf of LESSEE:

Dated this ____ day of _____, 20__.

Lessee

ACKNOWLEDGMENT

STATE OF _____
_____ COUNTY

Personally came before me on _____,

The above named _____

To me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

*
Notary Public, State of _____
My commission (is permanent) (expires: _____)

On behalf of LESSOR:

BY: _____

Iowa County Clerk; Megan Currie

Subscribed and sworn to before me; This ____ day of _____, 20__

Notary Public:

My commission expires: _____

AGENDA ITEM COVER SHEET

Title: Review Existing Hangar Leases

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

The Airport has twenty-four privately owned hangars on the grounds. A private party builds, maintains, and owns the hangar but the Airport leases them property under the hangar. The arrangement is performed thru a hangar agreement. The hangar lease agreements have changed over time as the WisDOT BOA or the FAA implement changes in policies, regulations, or procedural requirements for airports. Additional considerations or issues come up requiring additional language or verbiage in the various agreements. Due to these changes over time, the airport has several versions of a hangar agreement in place at any given parcel based on the requirements at the time the agreement was authorized.

RECOMMENDATIONS (IF ANY):

Review of the different versions of hangar agreements on the grounds.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Copy of three of the current versions in place.

FISCAL IMPACT:

Budgetary based on fees assigned by the Commission.

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10-15 Mins.

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 03-19-2025

AGENDA ITEM # 5

COMMITTEE ACTION:

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Iowa County Airport - MRJ

3151 State Road 39
Mineral Point; WI 53565
Phone: 608.935.3381
Fax 608.935.0372

Email: highway@iowacounty.org
Or: Mrjairport@iowacounty.org

CRAIG HARDY
HIGHWAY COMMISSIONER
WWW.IOWACOUNTY.ORG

Land Leases for Privately Owned Hangar Buildings.

The airport has 25 recorded land lease agreements with the various tenants. The leases vary with recording dates between 1982 and the most recent being 2025. Over this timeframe the WisDOT BOA and FAA requirements for lease provisions and conditions have changed; thereby resulting in having multiple versions of leases in affect at the same time based on the date of acceptance and recording. The leases have varying structure and conditions or requirements, but all of them have 8 to 9 basic similar requirements.

The following lease timeframes are tied to the versions of leases the airport has issued:

- Pre 1985
- 1985 – 2000
- 2000 – 2005
- 2005 – 2018
- 2018 - Current

In addition, within the timeframes illustrated above some abnormalities have occurred where incomplete lease agreements or incorrectly filled out agreements were filed. These abnormalities create issues where other leases are more descriptive. For example, a lease agreement states the leased area is based on a building size of X width and D depth along with a building separation difference of Y feet. In some leases the building dimensions are blank, in some they don't match the actual building size, and in others the building separation distance is entered that differs with other leases such as being 3, 4, 8, 10 feet, or left blank, as it was left to be entered at the time of agreement – not standardized. So, the tenant may be paying a rental rate based on square footage of the building, a lot size, or something in between whereas the agreement may state it should be an occupied lot size.

Another example - with regards to insurance: For early leases a statement as to a requirement for insurance was sufficient. Overtime the verbiage within insurance policies and types of insurance have evolved and amounts of coverage increased such that the newer leases are more descriptive of the liability coverage requirements.

The following pages attempt to summarize or illustrate differences between the various leases we have in place on the grounds.

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Summary of Articles within the Airport Leases									
# Agreements	1	7	2	10	5	25			
Dates	1982	1985-2000	2000	2005-2018	2018-Current				
# Conditions	8	9	10	20	36				
1	Description	Description	Description	Property Description	Property Description				
2	Length Term & Rent	Length Term & Rent	Length Term & Rent	Hangar Construction	Terms				
3	Uses	Uses	Uses	Terms	Rent				
4	Hangar Description	Hangar Description	Hangar Description	Rent	Rent Adjustment				
5	Limitation Lessor Liability	Limitation Lessor Liability	Limitation Lessor Liability	Non-exclusive Use	Taxes				
6	Taxes	Taxes	Taxes	Laws & Regulations	Utilities				
7	Sub-leasing, Sale Transfer	Sub-leasing, Sale Transfer	Sub-leasing, Sale Transfer	Insurance	Other Fees				
8	Termination/Surrender of Premises	Entry by Lessor	Entry by Lessor	Maintenance of Building	Hangar Construction				
9	N/A = Not Applicable	Termination/ Surrender of Premises	Termination/ Surrender of Premises	Right Inspect	Hangar Use				
10		N/A = Not Applicable	Heirs & Assigns	Taxes	Nonexclusive Right				
11			N/A = Not Applicable	Water Sewer	Hangar Maintenance				
12				Signs	Obstruction Lights				
13				Default	Signs				
14				Title	Rules Regulations				
15				Snow Removal	Security				
16				Lease Transfer	Occupants				
17				Heirs Assigns	Commercial Operations				
18				Airport Development	Airport Maintenance				
19				Subordination Clause	Obstructions				
20				Arbitration/Dispute Resolution	Airport Development				
21				N/A = Not Applicable	Snow Removal				
22					Right Inspect				
23					Hold Harmless				
24					Insurance				
25					Abandonment				
26					Liens Encumbrances				
27					Default & Termination				
28					Title				
29					First Right Refusal				
30					Lease Transfer				
31					Subordination				
32					Non-discrimination				
33					National Emergency				
34					Non-binding Mediation				
35					Severability				
36					Entire Agreement				

Conditions	Description	Summary of the Differences with Airport Leases					
	# Agreements	8	9	10	20	36	
1	Property Description	1	7	2	10	5	
2	Terms	Leased Property 99 Yrs	Leased Property 99 Yrs / 40 Yrs + 5 or 10 Yrs	Leased Property 40 Yrs w/ 2-10Yrs	Leased Property 30 Yrs.		
3	Rent	Lump Sum	Lump Sum	\$/Sft Basis	\$/Sft Basis		
				Based on Lot Size	Based on Lot Size		
4	Rent Adjustment	Due Start of year Annual <5%/Time	Not stated Annual <5%/Time	Date Specified 5 Yr Period	Due Jan 1st. Notify by Dec 1		
5	Taxes	Real & Personal	Real & Personal	Not Stated	Max 110% PY		
6	Utilities	By Owner	By Owner	All & Assessments	All & Assessments		
7	Other Fees			By Owner	By Owner		
8	Hangar Construction	Building Size + 10Ft		Water & Sewer	w/out Limits		
9	Hangar Use	Aviation Only	Building size and lot size Aviation Only	12 Mos. Allowed	Plans to Lessor		
10	Nonexclusive Right	Airport Not Liable for use	Airport Not Liable for use	Use in common with others.	Aviation 60% Building		
11	Hangar Maintenance			Maintain w/in 120D	Use in common with others.		
12	Obstruction Lights						
13	Signs				Maintain w/in 120D		
14	Rules Regulations				Deemed Necessary		
15	Security				W/out Approvals		
16	Occupants				Follow all laws		
17	Commercial Operations				Locked if not attended		
18	Airport Maintenance				Lessee only		
19	Obstructions				Not Allowed w/out SASO		
20	Airport Development				Lessor's authority		
21	Snow Removal				Lessor Protects Against		
22	Right Inspect				No Interference		
23	Hold Harmless				To 10FT.		
24	Insurance	Required	Lessor may enter	Right enter	Right enter		
			Required	100K/100K/100K	Lessor not liable		
25	Abandonment			1M/1M/1M	1M/1M/1M		
26	Liens Encumbrances				No use 12Mos		
27	Default & Termination	Right to Terminate	Right to Terminate		Not Allowed		
28	Title	Right Transfer w/ Approvals	Right Transfer w/ Approvals	Transfer or Restore	Right to Terminate		
29	First Right Refusal	Sell W/ Sublease Agreement	Sell W/ Sublease Agreement	Transfer or Restore	Transfer or Restore		
30	Lease Transfer	No Sublets	Binding to Heirs Assigns	Binding to Heirs Assigns	Lessor		
31	Subordination				Binding to Heirs Assigns		
32	Non-discrimination				To other Agreements		
33	National Emergency				Civil Rts of 1964		
34	Non-binding Mediation				Suspend Terminate		
35	Severability				Final Binding		
36	Entire Agreement				Individuality		
					Wholly in Writing		

AGENDA ITEM COVER SHEET

Title: Existing Airport Lease Templates

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

The Airport has four different lease for tenant users of the airport - Land lease Agreement, Hangar Lease Agreement, Sewer and Water Lease Agreement, and SASO Commercial Operator's Agreement.

RECOMMENDATIONS (IF ANY):

Review of leases.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Copy of the current version of each lease.

FISCAL IMPACT:

Budgetary based on the verbiage in the agreements and assessed annually per the agreements.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5-10 Mins.

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 03-19-2025

AGENDA ITEM # 6

COMMITTEE ACTION:

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AIRPORT HANGAR RENTAL / LEASE

This agreement, made and entered into on the date indicated below by and between _____, hereinafter called the Lessor, and _____, hereinafter called the Lessee.

WHEREAS, the Lessor owns and operates an airport known as Iowa County Airport – MRJ - Mineral Point and Lessee is desirous of leasing from the Lessor a hangar on the airport, hereinafter more fully described; and

WHEREAS, the Lessee shall conduct only such aircraft maintenance on its own aircraft as performed by the Lessee or by regular employees of the Lessee, and

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the airport upon the following terms and conditions.

1. **Hangar Description:** Lessor shall hereby lease to Lessee Hangar # _____.
2. **Term:** The term of this lease shall be for a period of (annual or month-month) ~~strike one~~ commencing on _____.
3. **Renewal:** At the termination of the aforesaid term, this Lease shall automatically continue on an annual or month-to-month basis, until either party gives written notice of the intent to terminate the Lease, to the other party, at least 30 days prior to the termination date or any anniversary thereof. All terms and conditions of this Lease shall remain in full force and effect during the continuation of this Lease, except that the Lessor may increase the rent as provided below.
4. **Rent:** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, an annual/monthly rental of \$ 131.25 or 262.50/mo. ___, payable under the following terms:
 - a. Annual lease payments in advance on January 1, and on each anniversary thereof until this lease terminates. The Treasurer's Office shall bill tenants in November of the preceding year. Payments shall be made on the basis of the notice mailed, without further notice from the Airport. Late payments will be assessed a monthly interest rate of 1.5% (18%/year) until current.
 - b. Monthly lease/rental payments shall be due monthly on the 1st of each and every month. The Treasurer's Office shall notify all leasees by mail bi-monthly of the fees; which are due for the preceding two months. Payments shall be due within 14 days of the notice not to exceed the 1st of the month. without further notice from the Airport. Late payments shall be assessed a monthly rate of 1,5% (18% annually) until current.

Lease payments shall be made payable to the Iowa County Treasurer; C/O Iowa County Airport; 222 N. Iowa Street; Dodgeville, WI 53533. Any amounts past due shall be assessed a monthly rate of 1.5% interest on the amount outstanding. No other notice shall be due from either the Airport or the County. Lack of timely or insufficient notice shall not be grounds for a payment due date extension.

Finally, the rental rate specified herein shall be subject to reexamination and readjustment as provided below.

5. Rent Adjustments: The Commission shall have authority to set and establish rental rates from time to time. The Lessor shall have the right to adjust rent annually subject to the following terms:

- a. Any rent adjustment shall be applied uniformly for all non-commercial hangar leases at the Airport.
- b. No adjustment shall result in a rent that is more than a full year equivalent of 110% of the rent for the prior calendar year.
- c. Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before December 1 of the year prior to the year for which such adjustment shall apply, except in the case of a new lease executed after December 1 in which case such notice shall be given at the time of the execution of the lease.

6. Utilities: The Lessor shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, etc.) and at no time shall the Lessee use the utilities of the Lessor without the Lessor's prior written consent, nor shall the Lessee have its utility bills placed into the name of the Lessor. The Lessor shall bill for utilities used by Lessee bi-monthly to correspond with receipt of billings therefore electric and gas utilities billed in said manner.

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

8. Hangar Use: Hangar shall be used for an aeronautical purpose such as:

- a. Storage of airworthy aircraft;
- b. Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
- c. Non-commercial construction of amateur-built or kit-built aircraft;
- d. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to service aircraft); and
- e. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, office equipment, teaching tools).

Provided the hangar is used primarily for an aeronautical purpose, Lessee may store non-aeronautical items in the hangar provided they do not:

- a. Impede the movement of the aircraft in and out of the hangar;
- b. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- c. Impede access to other aeronautical contents of the hangar; and
- d. Violate building codes or local ordinances.

- e. Cumulatively, the items may not occupy more than 25% of the hangar building square footage of surface area.

Lessee shall not conduct non-aeronautical business activities out of the hangar nor store items in support of a non-aeronautical business.

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

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

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

- a. To use the common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
- b. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge fees for the use of such areas.
- c. To use all access ways to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

10. Signs: No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor, with exception to notification signage designating the hangar number with an alphanumeric numbering schedule.

11. Rules and Regulations: The Lessee agrees to observe and obey all current and future laws, ordinances, rules and regulations promulgated and enforced by the Lessor and by other proper authority having jurisdiction over the conduct of operations at the airport, provided the same are consistent with the procedures proscribed or approved from time-to-time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft.

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

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

14. Commercial Operations: Nothing herein shall authorize the Lessee to conduct any business operations

or to act as a Fixed Base Operator (FBO) on the premises leased herein. All such activities are prohibited without the prior written approval of the Lessor. However, nothing herein shall be construed to prohibit the Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. Commercial operations on the airport grounds are regulated through separate Commercial Operator agreements.

15. Hangar Maintenance: The Lessor will maintain and repair the hangar, associated appurtenances, and the surrounding land in a safe, useful, painted, and orderly condition. In the event of fire or any other damage or casualty to structures owned by the Lessor, the Lessor shall repair or replace the damaged structure.

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

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

- a. The Lessor will provide the Lessee with written notice at least 180 days prior to said removal and/or relocation, and
- b. The Lessor shall, at Lessor's sole discretion, relocate the Lessee's building to a new location on the airport.

18. Snow Removal: The Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within 10 feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of the Lessor, and may vary from year-to-year and from snowfall-to-snowfall. Snow removal from the taxiways in front of Lessor's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds the Lessor harmless from any liability for any and all damages, incurred by the Lessee, caused by or arising from the manner, speed or timeliness of the Lessor's snow removal.

19. Right to Inspect: Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, or to the operation of the airport.

20. Hold Harmless: The Lessor shall not be liable to the Lessee for, and Lessee shall hold the Lessor harmless from, any and all claims, damages or losses caused by the acts or omissions of the Lessee, its family, guests, invitees, employees, agents, representatives or servants, relating to or arising out of Lessee's use and enjoyment of the Airport or the rights and privileges granted by this Lease. The Lessor shall not be liable for any loss or damage, not caused by negligent acts or omissions of the Lessor, which Lessee may sustain from:

- a. Theft or burglary in or about the premises;
- b. Delay or interruption in any utility service from any cause whatsoever;
- c. Fire, water, rain, frost, snow, gas, odors or fumes from any source whatsoever;

- d. Any injury to any person or damage to any property; or
- e. Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.

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

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

- a. The insurance policies required to be carried by Lessor hereunder shall contain provisions that such policies are not subject to cancellation or change without at least 30 days written notice to the Lessee.
- b. Any insurance required to be maintained by Lessee under this section may be provided and maintained by blanket insurance covering the premises and other locations, properties and insurable interests of the Lessee, provided that the coverage obtained by such blanket policy shall be in a manner sufficient to satisfy the obligations of Lessee under this Section

22. Abandonment: If the Lessee fails to use the hangar, for the purpose of storing aircraft owned by the Lessee, for a continuous period of 12 months, then the Lessor may, in Lessor's sole discretion, terminate this lease.

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

24. Default and Termination:

- a. **Default Defined:** Lessee shall be deemed in default upon
 - i. Failure to pay rent or any other properly-imposed fee within 30 days after due date.
 - ii. The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.
 - iii. The commencement of any proceeding for dissolution or for the appointment of a receiver.
 - iv. The making of an assignment for the benefit of creditors.
 - v. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after the Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the Notice by the Lessee). Mailing notice

by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, the Lessee may apply to the Lessor for an extension of time within which to cure said violation.

- b. **Effect of Default:** Default by the Lessee shall authorize the Lessor, at its sole option, to declare this lease void, to cancel the same, and to re-enter and take possession of the premises.
 - c. **Remedies:** Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
 - d. **Restoration of Property:** Upon termination of this lease, the Lessee shall remove all of its buildings, equipment, and property, and restore the leased premises to its original vacant condition, unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon.
 - e. **Non-waiver:** Any intentional or unintentional waiver by the Lessor of any violation of this Contract by the Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent or contemporaneous violation.
25. **Lease Transfer:** The Lessee may not assign or transfer this agreement or any interest contained herein, without the consent of the Lessor, which consent shall not be unreasonably withheld.
26. **Subordination Clause:** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
27. **National Emergency:** During time of War or other State or National emergency, the Lessor shall have the right to suspend this Contract, and to turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government During any period when the airport shall be closed by any lawful authority, thereby restricting the use of the airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.
28. **Nondiscrimination:** The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
 - b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

- c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

29. Non-Binding Mediation: Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by non-binding mediation. If the parties cannot come to a mutual agreement or settlement utilizing non-binding mediation; it is agreed herein that all litigation proceedings shall occur in Iowa County, Wisconsin.

30. 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 Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

By the following signatures; the parties do hereby agree to be bound by the conditions herein:

On behalf of the Lessee:

Dated this _____ day of _____, 20____.

Lessee

Address

Phone #

City, State, Zip Code

Email Address

IN WITNESS WHEREOF; the parties have hereunto set their hands and seals this ____ day of ____, 20 _____. In the County of _____; State of _____.

Witness

Witness

On behalf of the Lessor by:

Kristy K Spurley - Iowa County Clerk

222 N. Iowa Street

Dodgeville Wis.53533

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AIRPORT HANGAR GROUND LEASE

This agreement, made and entered into on the date indicated below by and between Iowa County, Wisconsin, hereinafter called the Lessor, and _____, hereinafter called the Lessee.

WHEREAS, the Lessor owns and operates an airport known as (Call sign MRJ) Iowa County Airport at Mineral Point and Lessee is desirous of leasing from the Lessor a certain parcel of land on the airport, hereinafter more fully described, for the purpose of constructing a hangar.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the airport upon the following terms and conditions.

1. Property Description:

ADD LOT DESCRIPTION HERE \$0.088 OR \$0.11/SF

2. **Term:** The term of this lease shall be for a period of not to exceed Thirty (30) years commencing on _____ and terminating on December 31, _____.
3. **Rent:** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of \$___ per square foot for the land leased, for a total annual charge of \$___, payable in advance on January 1, and on each anniversary thereof until this lease terminates. Payments shall be due annually on January 1. The County shall notify lessees in writing during November of the preceding year. No other notice shall be due from the Airport or the County. Lack of timely or insufficient notice shall not be grounds for a payment due date extension.

Annual lease payments shall be made payable to the Iowa County Treasurer; C/O Iowa County Airport; 222 N. Iowa Street; Dodgeville, WI 53533. Any amounts past due shall be assessed a monthly rate of 1.5% interest on the amount outstanding. Finally, the rental rate specified herein shall be subject to reexamination and readjustment as provided below.

4. **Rent Adjustments:** The Lessor shall have the option to adjust rent annually subject to the following:
- Any rent adjustment shall be applied uniformly for all non-commercial hangar leases at the Airport.
 - No adjustment shall result in rent that is more than the full year equivalent of 110% of the rent for the prior calendar year.
 - Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before December 1 of the year prior to the year for which such adjustment shall apply, except in the case of a new lease executed after December 1 in which case notice shall be given at the time of execution of the lease.
5. **Taxes:** The Lessee shall pay all taxes and assessments that may be levied against the personal property or buildings of the Lessee
6. **Utilities:** The Lessor shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, etc.) and at no time shall the Lessee use the utilities of the Lessor without the Lessor's prior written consent, nor shall the Lessee have its utility bills placed into the name of the Lessor. The

Lessor shall bill the Lessee bi-monthly to correlate with the receipt of notices from the utility providers for electric and gas by the Lessor.

7. **Other Fees:** Nothing herein shall limit the Lessor's right to impose, and the Lessee's obligation to pay, any and all other fees; which the Lessor may establish from time-to-time for Airport services and privileges.
8. **Hangar Construction:** The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises providing such buildings or structures are in accordance with all federal, state, and local regulations. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.
9. **Hangar Use:** Hangar shall be used for an aeronautical purpose such as:
 - a. Storage of airworthy aircraft;
 - b. Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
 - c. Non-commercial construction of amateur-built or kit-built aircraft;
 - d. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to service aircraft); and
 - e. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, office equipment, teaching tools).

Provided the hangar is used primarily for an aeronautical purpose, Lessee may store non-aeronautical items in the hangar provided they do not:

- a. Impede the movement of the aircraft in and out of the hangar;
- b. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- c. Impede access to other aeronautical contents of the hangar; and
- d. Violate building codes or local ordinances.
- e. Cumulatively, the items may not occupy more than 40% of the hangar building square footage of surface area.

Lessee shall not conduct non-aeronautical business activities out of the hangar nor store items in support of a non-aeronautical business.

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

Lessee shall not hereafter make use of the premises in any manner which might create electrical or

electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft. Lessor reserves the right to enter upon the premises hereby and abate any such hazard at the expense of Lessee.

- 10. Nonexclusive Rights:** Lessee shall have the nonexclusive right, in common with others so authorized:
- a. To use the common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
 - b. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge fees for the use of such areas.
 - c. To use all access ways to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
- 11. Hangar Maintenance:** The Lessee will maintain its hangar, associated appurtenances, and the surrounding land in a safe, useful, clean, painted, neat and orderly condition, and Lessee shall perform such repairs, maintenance and upkeep as the Lessor shall deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport. In the event of fire or any other damage or casualty to structures owned by the Lessee, the Lessee shall repair, replace or remove the damaged structure, and restore the leased area to its original condition, within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.
- 12. Obstruction Lights:** Whenever determined necessary by the Lessor, the Lessee agrees to install, maintain and operate proper obstruction lights on the tops of all of Lessee's buildings or structures, at Lessee's sole cost.
- 13. Signs:** No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor, with exception to a notification sign designating the hangar number with alphanumeric numbering schematic.
- 14. Rules and Regulations:** The Lessee agrees to observe and obey all current and future laws, ordinances, rules and regulations promulgated and enforced by the Lessor and by other proper authority having jurisdiction over the conduct of operations at the airport, provided the same are consistent with the procedures proscribed or approved from time-to-time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft.
- 15. Security:** Lessee shall comply at all times with all federal and state security and safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored within the hangar and Lessee, or Lessee's agent, is not present at the hangar. Keys shall not be left in any unattended aircraft whether or not the aircraft is located within a hangar.
- 16. Occupants:** No person or entity may occupy the hangar of the Lessee except the Lessee, without the prior written consent of the Lessor. However, nothing herein shall prohibit the Lessee from temporarily permitting another person or entity to temporarily store aircraft in the Lessee's hangar. It is understood that any long-term storage requires the permission of the Lessor and any entity which permits temporary storage for profit must obtain an FBO permit from the Lessor.

- 17. Commercial Operations:** Nothing herein shall authorize the Lessee to conduct any business operations or to act as a Fixed Base Operator (FBO) on the premises leased herein. All such activities are prohibited without the prior written approval of the Lessor. However, nothing herein shall be construed to prohibit the Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. Commercial operations on the airport grounds are regulated through separate Commercial Operator agreements.
- 18. Airport Maintenance:** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.
- 19. Obstructions:** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.
- 20. Airport Development:** The Lessor reserves the right to further develop and improve the airport as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. If the development of the airport requires the removal and/or relocation of the Lessee's hangar building(s), the Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:
- a. The Lessor will provide the Lessee with written notice at least 180 days prior to said removal and/or relocation, and
 - b. The Lessor shall, in the Lessor's sole discretion, either
 - i. Pay a third party to relocate the Lessee's building(s) to a new location on the airport, or
 - ii. pay the Lessee the fair market value of the building(s)
- 21. Snow Removal:** The Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within 10 feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of the Lessor, and may vary from year-to-year and from snowfall-to-snowfall. Snow removal from the taxiways in front of Lessor's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds the Lessor harmless from any liability for any and all damages, incurred by the Lessee, caused by or arising from the manner, speed or timeliness of the Lessor's snow removal.
- 22. Right to Inspect:** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, or to the operation of the airport.
- 23. Hold Harmless:** The Lessor shall not be liable to the Lessee for, and Lessee shall hold the Lessor harmless from, any and all claims, damages or losses caused by the acts or omissions of the Lessee, its family, guests, invitees, employees, agents, representatives or servants, relating to or arising out of Lessee's use and enjoyment of the Airport or the rights and privileges granted by this lease. The Lessor shall not be liable for any loss or damage, not caused by negligent acts or omissions of the Lessor,

which Lessee may sustain from:

- a. Theft or burglary in or about the premises;
- b. Delay or interruption in any utility service from any cause whatsoever;
- c. Fire, water, rain, frost, snow, gas, odors or fumes from any source whatsoever;
- d. Any injury to any person or damage to any property; or
- e. Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.

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

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

- a. The insurance policies required to be carried by Lessor hereunder shall contain provisions that such policies are not subject to cancellation or change without at least 30 days written notice to the Lessee.
- b. Any insurance required to be maintained by Lessee under this section may be provided and maintained by blanket insurance covering the premises and other locations, properties and insurable interests of the Lessee, provided that the coverage obtained by such blanket policy shall be in a manner sufficient to satisfy the obligations of Lessee under this Section

25. Abandonment:

- a. If the Lessee fails to use the hangar, for the purpose of storing aircraft owned by the Lessee, for a continuous period of 12 months, then the Lessor may, in Lessor's sole discretion, terminate this lease.
- b. If the lot is vacant, and within 24 months of entering the lease, the Lessee fails to obtain a building permit for construction of an airplane hangar, then the Lessor may, in Lessor's sole discretion, terminate this lease.
- c. If the Lessee obtains a building permit for construction of an airplane hangar, and the Lessee fails to complete construction of the hangar, fails to comply with the terms and conditions of the building permit, or fails to obtain a certificate of occupancy within the prescribed timeframe, then the Lessor may, in Lessor's sole discretion, terminate this lease.

26. Liens and Encumbrances: The Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest or other charge, including liens for work, labor or materials furnished,

or alleged to have been furnished, on the leased premises.

27. Default and Termination:

- a. **Default Defined:** Lessee shall be deemed in default upon
 - i. Failure to pay rent or any other properly-imposed fee within 30 days after due date.
 - ii. The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.
 - iii. The commencement of any proceeding for dissolution or for the appointment of a receiver.
 - iv. The making of an assignment for the benefit of creditors.
 - v. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after the Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the Notice by the Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, the Lessee may apply to the Lessor for an extension of time within which to cure said violation.
- b. **Effect of Default:** Default by the Lessee shall authorize the Lessor, at its sole option, to declare this lease void, to cancel the same, and to re-enter and take possession of the premises.
- c. **Remedies:** Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute
- d. **Restoration of Property:** Upon termination of this lease, the Lessee shall remove all of its buildings, equipment, and property, and restore the leased premises to its original vacant condition within 90 days, unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon. Abandoned structures and improvements shall become the property of the Lessor.
- e. **Non-waiver:** Any intentional or unintentional waiver by the Lessor of any violation of this Contract by the Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent or contemporaneous violation.

28. Title: Title to the building erected by the Lessee shall remain with the Lessee and shall be transferable. Upon termination of this lease, the Lessee shall remove the buildings, equipment, and personal property, and restore the leased property to its original condition, unless otherwise agreed by in writing by Lessor.

29. First Right of Refusal: During the term of the lease, Lessee hereby grants Lessor the right to have the first opportunity to purchase the hangar if and when such becomes available and the first right to meet any other offer from a third party. The terms of any such third-party offer shall be delivered in writing to Lessor, and Lessor shall have thirty (30) days from receipt in which to agree to meet the terms of said offer. If Lessor does not elect to purchase the hangar, Lessee may transfer the hangar to the third

party on the same terms of the original offer. If Lessee does not transfer the hangar pursuant to said offer, the term of this paragraph shall continue to apply.

- 30. Lease Transfer:** The Lessee may not assign, sublease, or transfer this agreement or any interest contained herein, without the consent of the Lessor, which consent shall not be unreasonably withheld.
- 31. Subordination:** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
- 32. Nondiscrimination:** The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
 - b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 33. National Emergency:** During time of War or other State or National emergency, the Lessor shall have the right to suspend this Contract, and to turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government During any period when the airport shall be closed by any lawful authority, thereby restricting the use of the airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.
- 34. Non-Binding Mediation:** Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by non-binding mediation. Should the parties not come to a mutual agreement or settlement utilizing non-binding mediation; it is agreed herein that all litigation proceedings shall occur in Iowa County, Wisconsin.
- 35. 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 Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

36. ENTIRE AGREEMENT/MODIFICATION OF LEASE. This Lease represents the entire agreement of the parties. No oral statement or prior written matter between Lessor and Lessee with respect to the matters covered in this Lease will have any force or effect. Lessor and Lessee hereby agree that they are not relying on any representation or agreements by the other party other than the representations or agreement contained in this Lease. Except for Lessee's right to terminate this Lease as expressly provided in this Lease, this Lease will not be modified or cancelled except by written documentation executed by Lessor and Lessee.

On behalf of LESSEE:

Dated this _____ day of _____, 20____.

Lessee

ACKNOWLEDGMENT

STATE OF _____
_____ COUNTY

Personally came before me on _____,

The above named _____

To me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* _____

Notary Public, State of _____

My commission (is permanent) (expires: _____)

On behalf of LESSOR:

BY: _____

Iowa County Clerk; Kristy K Spurley

Subscribed and sworn to before me; This ____ day of ____, 20__

Notary Public:

My commission expires: _____

AIRPORT CONNECTION / USE AGREEMENT

FOR PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM AND WELL WATER DISTRIBUTION SYSTEM

This agreement, made and entered into on the date indicated below by and between Iowa County, Wisconsin, hereinafter called the Lessor, and _____, hereinafter called the Lessee.

WHEREAS, the Lessor owns and operates a private onsite wastewater treatment system and a well water distribution system at an airport known as the Iowa County Airport and Lessee is desirous of leasing from the Lessor a certain portion of the wastewater treatment system for connection of bathroom facilities within a privately owned hangar on the airport grounds to the various systems owned and operated by the Lessor.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessor does hereby agree to provide to Lessee the following premises, services, rights, and usage on the airport grounds upon the following terms and conditions:

1. Onsite Wastewater Treatment System Description:

The Lessor shall provide a Private Onsite Wastewater Treatment System (POWTS) designed, operated, and maintained within compliance with Comm 83.0 Admin Code and the Iowa County Private Sewerage System Ordinance for provision of wastewater treatment options to serve privately owned hangars on the airport grounds. The Lessor's system design will be based on a GPD value. The usage by Lessee shall be based on their proportional contribution to the total design volume of the system design also on a GPD basis for the determined life expectancy of the system. The life of the system is based on design and usage estimations as well as the proper use of the system by the Lessees, and is not guaranteed. The determination for its replacement will reside with the Lessor. The Lessor shall be responsible for all maintenance and operational costs for the system itself within the parameters of the designs as approved during initial construction permitting for the system. The Lessee's payments for services shall include costs for ongoing maintenance and operation of the overall system by the Lessor. The Lessee shall be provided a connection point to said POWTS system. The connection point shall be a sewer lateral pipe installed to the outside of the hangar and terminated at a sewer cleanout. The Lessee shall provide all interior hangar modifications necessary and stub a sewer lateral from the hangar improvements to the septic system lateral cleanout provided at the exterior of the hangar. In addition, the Lessee may have to apply for a reconnection permit to connect and discharge to the Lessor owned system. All plumbing improvements in the hangar and the connection point shall meet all state and federal code requirements and the work shall be certified and overseen by a licensed plumber. The licensed plumber shall provide the County with a certification letter to this effect upon completion but prior to final connection and usage. This agreement shall codify the remaining requirements of the parties for the use of said system.

2. Onsite Well and Drinking Water Distribution System:

The Lessor shall provide a Private Well Water Distribution System designed, operated, and maintained by the Lessor in compliance with all state, federal, and local regulations. The Lessor's system shall be capable of providing water services to the hangar site of the Lessee. The usage thereof by the Lessee shall be based on a proportional share of the total capacity of the system determined on the basis of its estimated life expectancy. The life expectancy is not guaranteed, and the determination for its replacement will reside with the Lessor. The Lessee shall be provided a connection point to said system being a curb stop shutoff style valve at the exterior of the hangar. The Lessee shall encumber

all costs for system installation for provision of water from the connection point (curb stop valve) to and within their hangar. The Lessee payments shall include costs for ongoing maintenance and operation of the overall system by the Lessor. The definition of the "system" of the Lessor shall consist of the water well, casing, pump, and piping system between the well pump and the curb stop valve connection point. The Lessor shall be responsible for the system from the well to the point of connection - the curb stop valve at each hangar. The Lessee shall be responsible for the hangar water system from the curb stop valve and shall consist of the piping from the connection point to and all components within the hangar of the Lessee. All connections to the Lessor's connection point shall be made by and certification to have been constructed in accordance with state and federal requirements by a licensed plumber prior to final connection and use. This agreement shall memorialize the requirements of the parties for the use of the Lessor's system.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, services, equipment, property, appurtenances, and easements on and to the airport upon the following terms and conditions.

3. Property Description:

The provision of services being (water distribution system / wastewater treatment system) shall be connected by the Lessee from the Lessor's connection point to the private hangar located as described:

Lot #14 in the SW 1/4 of the SW 1/4 Sec. 23; T5N; R2E; Lot Size of 60Ft X 54Ft; Hangar Size of 44Ft X 48Ft; Town of Linden; Iowa County, Wisconsin; Leased Property being 3240 Sq. Ft.

This connection agreement shall allow the single point of connection to each of the systems as identified above for the hangar site as identified above. The Lessee shall be responsible for the following requirements:

Private Onsite Wastewater Treatment System (POWTS) Connection Point:

- A. The Lessee shall hire a licensed plumber to perform the installation and hookup connection of any wastewater services approved per this agreement for the proposed development / hangar in accordance with the connection points identified within the POWTS design.
- B. The Lessee shall provide the County with a diagram of the proposed installation to be performed on their portion of the system within their hangar
- C. The POWTS wastewater sewer connection may require a plumber's reconnection permit by the Lessee from the Iowa County Planning and Zoning Department to verify the amount of anticipated discharge for the hangar development being considered, which will also be the basis for the determination of share of costs for utilization thereof. The Lessee's share shall be a minimum of the prorated portion of the overall design system being utilized.
- D. The POWTS permit will identify and include all points of entry for any water usage within the proposed or existing hangar development. Only one floor drain will be

allowed connection to the POWTS system per hangar. The floor drain shall be installed within a utility room or bathroom to serve only as a point of overflow discharge should an overflow of appurtenances occur within the hangar. The Lessee shall not wash planes or discharge any wash water of aircraft, aircraft parts or other non-domestic sources of water usage to the County POWTS system being utilized. The Lessee shall obtain all necessary permits for the remodeling of their hangar or the inclusion of sewer and water services within their hangar in accordance with state, federal, and local laws and regulations. Once an approval permit(s) is issued, the Lessee shall not modify, change, revise, or increase their usage of sewer without applying for the proper permits and revising this agreement.

- E. The Lessee shall take all precautions necessary to preclude any contaminant materials from entering the system at any point of connection. This shall include a requirement to deter and preclude any and all non-waste water entry such as minimum quantities of fats, oils, greases, BOD's, or TSS's in compliance with the various sanitary permits.
- F. The Lessee may be required to apply for a plumber's reconnection permit for the sanitary sewer connection point for the proposed hangar; if connection is not performed at the time of the initial system installation owned and operated by the Lessor. The permit shall specify the amount of effluent discharge for the anticipated hangar design. The lessee shall certify to not making any revisions in the original installation or connection points without first notifying the County in writing. The County reserves the right to inspect the connection point and all points in the hangar portion of the system at any time. The connection point shall be the exterior end of the sewer lateral at the clean out.
- G. The Lessee's system shall be designed as a stand-a-lone connection point to the County system. The Lessee shall be responsible for any piping, appurtenances, valves, alarms, or other items related to their system and its' connection to the County's POWTS system. All work performed by the Lessee shall be supervised or performed by a licensed plumber in the State of Wisconsin and signed off by said plumber. In addition, inspections will be required during the installation and connection per state and local regulations. The Lessee shall be responsible to coordinate all inspections and obtain all necessary permits.

Well Water Distribution System Connection Point:

- A. The Lessee shall hire a licensed plumber to perform the installation and hookup connection of any water services for the proposed development / hangar in accordance with the connection points identified within the POWTS design.
- B. The Lessee shall provide the County with a diagram for the proposed improvements to be made within their hangar for said water and sewer system usage.
- C. The connection point shall be a curb stop valve box located at the exterior of the hangar.

- D. The water services to be provided to a hangar shall be for a water closet(s) and the installation of related appurtenances only; as identified within and in accordance with the POWTS permit from the County, being more specifically identified as a toilet, shower, bathroom sink, and / or one bath or utility room floor drain. No kitchen or sleeping accommodation quarters shall be allowed within the hangars on the airport grounds.
 - E. The Lessee's system shall be designed as a stand-alone connection point to the County system. The Lessee shall be responsible for any filters, pumps, alarms, or other items related to their system and its' connection to the Lessor's well water distribution system, land side of the curb stop water valve.
 - F. The Lessee shall take all precautions against damage to the County's overall system, and include prevention measures against continuous water usage or drawdown.
4. **Term:** The term of this lease shall be based on a period of fifteen years of life (although admittedly could be more or less dependent on the system usage) for the Lessor's operating systems herein mentioned above; commencing on _____. The provision of the systems by the Lessor is not a guarantee the systems will be in service for fifteen years, as the life of the system is based on an estimation of usage which can vary overtime by the use by the Lessee(s). Misuse could lead to system failure which may and could occur prior to the fifteen year estimated life. If system failure occurs, it will be solely the Lessor's Airport Commission determination whether to and how to continue to provide services or not.
5. **Rent:** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly annual rental charge of \$300.00, payable in advance on an annual basis until this lease terminates. All annual payments shall be due annually on January 1. For mid-year installations, the first year's fee shall be proportioned on a monthly basis and paid at the time of initial hookup and use, then the annual basis payments shall begin on the following January 1st. The County shall notify lessees in writing during November of the preceding year. No other notice shall be due from the Airport or the County. Lack of timely or insufficient notice shall not be grounds for a payment due date extension.

Annual Sewer and Water lease payments shall be made payable to the Iowa County Treasurer; C/O Iowa County Airport; 222 N. Iowa Street; Dodgeville, WI 53533. Any amounts past due shall be assessed a monthly rate of 1.5% interest on the amount outstanding.

The Lessor's system this agreement is connected to shall be hereby identified as the Lessor's Septic Bed system installed along Runway 04/22 located north of the end of Runway #22, and is created for the anticipated usage by hangars Lot #34-36, the Nested Tee Hangar #38 maintenance bay, and Hangar Lots #2-9; all as illustrated on Page 16 Future Terminal Area of the 2022 Airport Layout Plan.

The amount of Lessor system capacity for the Well water distribution system encumbered by this connection agreement is determined from the revision permit so issued for the POPWTS system. The County shall install and monitor an inline water meter at the well for the distribution system related to the use of this septic bed. The County reserves the right to increase or bill additionally any Lessee who utilizes more water than is allowed per the basis of the system design as determined by the proportional service amounts.

Finally, the rental rate specified herein shall be subject to reexamination and readjustment as provided below.

6. **Rent Adjustments:** The Lessor shall have the option to adjust rent annually subject to the following:
 - a. Any rent adjustment shall be applied uniformly for all Sewer and Water Usage leases at the Airport for each respective system; unless it is due to excessive water usage as indicated by the meter readings.
 - b. Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before December 1 of the year prior to the year for which such adjustment shall apply, except in the case of a new lease executed after December 1 in which case notice shall be given at the time of execution of the lease.
7. **Taxes:** The Lessee shall pay all taxes and assessments that may be levied against the personal property, improvements, equipment or appurtenances of the Lessee. Personal property, improvements, equipment, or appurtenances belonging to the Lessee shall be considered as all installation components from the connection point to and including within the Lessee's hangar.
8. **Utilities:** The Lessee shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, etc.) for the provision of services within the Lessee's hangar to the point of connection to the Lessor's system. Any utilities utilized for the maintenance and operation of the Lessor's system from the connection point to the airside (non-hangar specific) improvements and beyond will be the responsibility of the Lessor and included in the annual fees of charges for utilization.
9. **Use, Misuse, and Neglect:** The Lessor reserves the right to pursue all courses of remedy for recovery of costs associated with the misuse, abuse, or neglect of use in the care and handling of wastewater and well water from the Lessee's building or facility to the Lessor's Privately Owned systems. If it is determined the damages, repairs, corrections, alterations, or additional costs beyond standard operation and maintenance for the Lessor's systems are due to neglect, misuse, or undue care of the Lessee; the Lessor reserves the right of cure or remedy from the party(ies) determined to be responsible for said damage, misuse, neglect, or other conditions. The Lessor reserves the right to investigate Lessee's premises, building, structures, appurtenances, connection system(s), property, and other equipment in the determination of fault should an instance of neglect, misuse, or lack of care be reported or determined to have occurred requiring remedy.
10. **Other Fees:** Nothing herein shall limit the Lessor's right to impose, and the Lessee's obligation to pay, any and all other fees; which the Lessor may establish from time-to-time for Airport services and privileges as determined by the Airport Commission; or as determined in Item #9 above.
11. **Connection Construction:** The Lessee shall have the right to erect, construct, install, and maintain lines, structures, appurtenances, and equipment upon the premises of the property as necessary and identified within the proper permits for providing such connections to the Lessor's owned systems in accordance with all federal, state, and local regulations. All plans for such buildings, structures, appurtenances, and / or equipment shall be reviewed and approved in writing by the Lessor prior to construction. The lessee shall be responsible for all costs associated with the installation and connection of the necessary appurtenances for their hangar to the Lessor owned system at the connection point. Lessee and its' contractors shall safeguard the Lessor's equipment, appurtenance, and structures; comply with all federal and state regulations for construction within airport properties; and be responsible for all restoration of the Lessor's property to the pre-existing conditions upon completion of the work. All restoration performed by the Lessee or its' contractors shall be in-kind as

determined at the discretion of the Lessor.

- 12. Connection System Maintenance:** The Lessee will maintain its portion of the system from their point of usage (hangar) to the point of entry / connection within the Lessor's POWTS or Well Water Distribution system, associated appurtenances, and the surrounding land in a safe, useful, clean, neat and orderly condition, and Lessee shall perform such repairs, maintenance and upkeep as the Lessor shall deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport. In the event of fire or any other damage or casualty to structures owned by the Lessee, the Lessee shall repair, replace or remove the damaged structure, and restore the leased area to its original condition, within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time at its' sole determination if it appears such extension is warranted.
- 13. Right to Inspect:** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, for the operation of the airport.
- 14. Hold Harmless:** The Lessor shall not be liable to the Lessee for, and Lessee shall hold the Lessor harmless from, any and all claims, damages or losses caused by the acts or omissions of the Lessee, its family, guests, invitees, employees, agents, representatives or servants, relating to or arising out of Lessee's use and enjoyment of the Airport or the rights and privileges granted by this lease. The Lessor shall not be liable for any loss or damage, not caused by negligent acts or omissions of the Lessor, which Lessee may sustain from use or connection to the systems.
- 15. Title:** Title to the system erected by the Lessee shall remain with the Lessee and shall be determined to be transferable with the building thereby connected to. Upon termination of this lease, the Lessee shall disconnect any and all water or sewer appurtenances, equipment, pipes, or lines, and restore the leased property to its original condition, unless otherwise agreed by in writing by Lessor. The Lessor may allow abandonment of any Lessee's system property at the discretion of the Lessor. The lessee shall have some responsibility and commitment to remove, incapacitate, abandon, disconnect, or sever its' system from the Lessor's system in the event of disconnection or a desire to terminate or cease use / utilization of either system. The Lessee shall meet the requirements of the Lessor to safeguard the integrity of the Lessor's overall system. Said disconnections shall occur at the connection point and the costs shall be borne by the Lessee.
- 16. Subordination:** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States, the State of Wisconsin, or future Local Regulations.
- 17. Non-Binding Mediation:** Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by non-binding mediation. Should the parties not come to a mutual agreement or settlement utilizing non-binding mediation; it is agreed herein that all litigation proceedings shall occur in Iowa County, Wisconsin.
- 18. 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 Lessor

or Lessee in their respective rights and obligations contain in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

19. ENTIRE AGREEMENT/MODIFICATION OF LEASE. This Lease represents the entire agreement of the parties, except that any permit or permit conditions or requirements for connection, installation, or use issued shall have the same force and effect as this agreement. No oral statement or prior written matter between Lessor and Lessee with respect to the matters covered in this Lease will have any force or effect. Lessor and Lessee hereby agree that they are not relying on any representation or agreements by the other party other than the representations or agreement contained in this Lease. Except for Lessee's right to terminate this Lease as expressly provided in this Lease, this Lease will not be modified or cancelled except by written documentation executed by Lessor and Lessee.

Dated this _____ day of _____, 20____.

Lessee

Address

Phone #

City, State, Zip Code

Email Address

IN WITNESS WHEREOF; the parties have hereunto set their hands and seals this _____ day of _____, 20____. In the County of _____; State of _____.

Witness

Witness

On behalf of LESSOR:

BY: _____

Iowa County:

Iowa County Clerk; Kristy K Spurley

Blank

Specialized Aviation Service Operator's Lease and Operating Agreement

This Lease and Operating Agreement (this "Agreement") entered into as of the _____ day of _____, 201_, by and between Iowa County Wisconsin, a municipal corporation existing by and under the authority of the laws of the State of Wisconsin, ("Lessor"), and _____ ("Lessee").

Witnesseth:

WHEREAS, Lessor now owns, controls and operates the Iowa County Airport (MRJ) ("Airport") in the County of Iowa, State of Wisconsin; and

WHEREAS, Specialized operation services are essential to the proper accommodation of general and commercial aviation at the Airport; and

WHEREAS, Lessor desires to make such services available at the Airport and Lessee is qualified, willing and able to provide such services;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

Article One

Term

The term of this Agreement shall be for a period of forty (40) years, commencing on the _____ day of _____, 201_, and continuing through the _____ day of _____, 201_ (the "Termination Date"), unless earlier terminated under the provisions of this Agreement. Lessee shall have the option, exercisable upon at least one hundred eighty (180), but not more than three hundred sixty five (365) days' notice to the Lessor prior to the Termination Date, to extend the term of the Agreement for an additional period of five (5) to ten (10) years from and after the Termination Date, upon the same terms and conditions as are contained in this Agreement.

Article Two

Leased premises

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following premises, identified and shown on the Site Map, attached hereto and made a part thereof (the "Premises"), together with the right of ingress and egress for both vehicles and aircraft:

Real property as follows:

Lot ___ Parcel _____ Etc _____

Article Three
Rights and Obligations of Lessee

A. Authorized Services. The Lessee is hereby granted the nonexclusive privilege to engage in the following activities and to provide the following services:

1. **Airframe and Power plant Maintenance.**
2. **Flight Training.**
3. **Aircraft Rental.**
4. **Aircraft Restoration and Refurbishing.**
5. **Light Sport Aircraft Services.**
6. Aircraft ground guidance within the uncontrolled areas adjacent to the premises, and ramp service, including sale and into-plane delivery of lubricants and other aviation related products. Excluding the sale of aviation fuels.
7. Removal of disabled aircraft with a gross landing weight of twelve thousand five hundred (12,500) pounds or less from those portions of the Airport provided and made available by Lessor for aircraft and related operations, including aircraft runways, taxiways, ramps, aprons and parking spaces, and areas directly associated therewith, which are not leased by Lessee or any other tenant on the Airport ("Air Operations Area"). Lessee shall perform such removal services only on written request.
8. Sales and servicing of avionics and avionics parts.
9. Sales, service and overhaul of engines, engine parts, instruments and accessories.
10. Sales and service of propellers and related parts.
11. Sales of new and used aircraft parts.
12. Any other general aviation services not specifically provided for herein which are approved in advance by Lessor. Lessor's approval shall not be unreasonably withheld.
13. May provide flight training, flight reviews ,(BFRs) ground school and shall have adequate materials, equipment and training aides, currently available for both flight training and ground school.
14. Lessee acknowledges that no right or privilege has been granted which would prevent any person, firm or corporation operating aircraft on the Airport from performing services on its own aircraft, with its own employees, including maintenance and repair services.
15. See Iowa County Airport's Minimum Standards for requirements for each SASO service.

B. Operating Standards. In providing any of the authorized services or activities specified in this Agreement, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

1. Lessee shall comply with the Minimum Operating Standards or requirements, promulgated by Lessor, applicable to each of Lessee's activities on the Airport.
2. Lessee shall furnish service on a fair, reasonable and nondiscriminatory basis to all users of the Airport. Lessee shall furnish good, prompt and efficient service adequate to meet all reasonable demands for its services at the airport. Lessee shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service; provided however, that Lessee shall be allowed to make reasonable

and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

3. Lessee shall possess such technical qualifications and hold such certificates or qualifications as may be required by any governmental authority in carrying out authorized activities.
4. Lessee shall meet all normal expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, permit fees, license fees and assessments lawfully levied or assessed upon the property of the Lessee situated therein and thereon. Lessee may, at its sole expense and cost, contest any tax, fee or assessment.
5. Lessee shall comply with all federal, state and local laws, rules and regulations and minimum standards which may apply to the conduct of the business contemplated, including rules and regulations and minimum standards promulgated by the Lessor, and Lessee shall maintain in effect and post in a prominent place all necessary and/or required licenses or permits.
6. Lessee shall be responsible for the maintenance and repair of his/her property located and occupied by him/her on the Premises
7. It is expressly understood and agreed that, in providing any authorized services pursuant to this Agreement, Lessee shall have the right to choose, in its sole discretion, its vendors and suppliers.

C. Signs. During the term of this Agreement, Lessee shall have the right, at its expense, to place in or on the Premises, or in or on Lessee property located in or on the Premises a sign or signs identifying the Lessee. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved by the Lessor and in conformance with any overall directional graphics or sign program established by Lessor. Lessor's approval shall not be withheld unreasonably. Notwithstanding any other provision of this Agreement, said sign(s) shall remain the property of the Lessee. Lessee shall remove, at its own expense, all lettering, signs and placards so erected on the Premises upon termination of this Agreement.

D. Trade Fixtures. During the term of this Agreement, Lessee shall have the right, at its own expense, to place in or on the Premises, or in or on Lessee property located in or on the Premises trade fixtures, furnishings, personal property, equipment and materials necessary to perform any services authorized hereunder. Said trade fixtures, furnishings, personal property, equipment and materials shall remain the property of the Lessee.

E. Nonexclusive Right. It is not the intent of this Agreement to grant to Lessee the exclusive right to provide any or all of the services described in this Article III at any time during the term of this Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Lessee. Lessor does, however, covenant and agree that:

1. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport.

2. Each operator of aeronautical endeavors or activities at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other operators of aeronautical endeavors or activities making the same or similar uses of the Airport utilizing the same or similar facilities.

Article Four Appurtenant Privileges

A. Use of Airport Facilities. Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including but not limited to, the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by Lessor.

B. Maintenance of Airport Facilities. Lessor shall maintain all public and common or joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto as it considers, in its sole discretion, necessary for the safe and efficient operation of the Airport.

C. Snow Removal. Lessor agrees to provide snow removal services to within four (4) feet of Lessee's main hanger door(s) as soon as practicable after each snow event. Such snow removal shall be accomplished only after all runways, taxiways and aprons have been cleared.

D. Aerial Approaches. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including restricting the right of a Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

Article Five Improvements

A. Building Construction. Lessee shall have the right to erect, maintain and alter office and administration buildings, shops, hangars, radio antennae and other buildings or structures required for the Lessee's operation of authorized services and activities. Such buildings or structures shall conform to the Building Code Requirements of the Wisconsin Department of Commerce now and hereafter in effect. Lessee agrees that it shall submit to Lessor for review and written approval, prior to any construction on Premises, all plans for such buildings or structures. Lessee agrees to substantially complete such buildings or structures within twelve (12) calendar months from the date of receipt of a valid building permit issued by Lessor. It is agreed and understood that all such improvements undertaken pursuant to this Agreement shall remain the property of Lessee and shall be transferable.

B. **FAA Notification.** Pursuant to Article Four, Paragraph D, above, Lessee shall submit to the Federal Aviation Administration ("FAA") a completed copy of FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as required under 14CFR-Part 77, and shall comply with all requirements of said notice before and during any construction within the boundaries of the Airport.

C. **Obstruction Lights.** Lessee agrees to permit Lessor to install, maintain and operate obstruction lights on the tops of buildings and structures to be placed on the premises at no cost to Lessee.

Article Six Payments

A. **Rent and Fees.** In consideration of the rights and privileges granted by this Agreement, Lessee agrees to pay to Lessor during the term of this Agreement the following:

1. **Rent.** A rental of (10.5) cents per square foot of land leased on the Premises, as described in Article Two.

B. Payments.

1. **Rent.** The rental payment specified in Paragraph A. 1, above, shall be paid annually within thirty (30) days of receipt of billing by Lessee. It is agreed and understood that the rental payment specified in Paragraph A. 1, above, and in the preceding sentence, may be adjusted pursuant to Paragraph D, below, and that each such adjustment shall result in a change in the annual rental payment.

C. **Place of Payment.** All payments due Lessor from Lessee shall be delivered to the place designated in writing by Lessor.

D. **Renegotiation of Rent and Fees.** The rent specified in Paragraph A.1, above, can be renegotiated during the last six months of each two year period of this Agreement, the increases or decreases in the rent resulting from such re-negotiation to be effective as of the commencement of the succeeding two year period.

It is understood and agreed that no increase in such rental shall exceed (10%) of the rental then being paid by the Lessee hereunder.

Article Seven Utilities

A. Lessee shall have the right to use the utility service facilities located on the Premises at the commencement of this Agreement. This includes water and septic systems owned and maintained by Lessor.

B. Lessee agrees to pay the cost of all utilities. Water and septic charges shall be in concurrence with the Airport Connection and Use Agreement for Private Onsite Wastewater Treatment System and Well Water Distribution System which is required for each connection. ~~will be assessed quarterly by Lessor based on usage of each.~~ In the event Lessee fails to pay any utility bill when due, Lessor may, at its option, pay the same

and collect from Lessee the amounts so disbursed, plus interest at the rate of one and one-half (1 ½) % per month or fraction thereof.

Article Eight

Insurance

A. Required Insurance. Lessee shall obtain and maintain in effect at all times during the term of this Agreement, at Lessee's sole expense, the following insurance:

1. **Insurance:** The SASO shall provide insurance with a combined single limit liability amount not less than one million (\$1,000,000.) plus personal/bodily injury of at least (\$100,000.) However, if the airport determines that the value of aircraft to be serviced is less or greater than this minimum insurance requirement, the airport reserves the right to decrease or increase the minimum insurance required. Said insurance shall cover:

- Aircraft liability
- Bodily injury
- Property damage
- Product liability
- Professional liability

B. Notice. Lessor agrees to notify Lessee in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which Lessor has knowledge, and to cooperate with Lessee in the investigation and defense thereof.

Article Nine

Casualty

In the event that any fixed improvements erected on the Premises by Lessee, pursuant to Paragraph A of Article Five of this Agreement, are damaged by fire or other casualty, Lessee shall repair or replace the improvements within a period of one hundred twenty (120) days. This period may be extended by written agreement of Lessor and Lessee. While the improvements are being so repaired or replaced, the rent hereunder shall abate only if the Premises are rendered untenable by such damage. If Premises are rendered untenable, and Lessee elects not to repair or replace the damaged improvements, this Agreement shall terminate. Lessee shall then remove all such damaged improvements and return Premises to its original condition within one hundred twenty (120) days. However, hazards to other airport users must be cleaned up immediately.

Article Ten

Condemnation

If the entire leased Premises, or such portion thereof as will make the Premises unsuitable for the operation of Lessee's business, are taken under the exercise of the power of eminent domain by Lessor, Lessor shall pay to Lessee a sum equal to the fair

market value of the improvements erected or installed under Article Five as liquidated damages, and not as a penalty.

Article Eleven

In conducting its business hereunder, Lessee shall conduct its operation as specified in the Airframe and Power Plant Maintenance, Flight Training, Aircraft Rental, Aircraft Restoration or Refurbishing and Light Sport Aircraft Services section of the Iowa County Airport Minimum Standards. Lessor shall abide by all Iowa County Airport Rules and Regulations.

Article Twelve Assignment

This Agreement, or any part thereof, may not be transferred, assigned or subleased by Lessee, by process or operation of law or in any other manner whatsoever, without the prior written consent of Lessor, which shall not be withheld unreasonably.

Article Thirteen Nondiscrimination

A. Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

1. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises;

2. In the construction of any improvements on, over, or under the Premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

3. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant of Title 49, Code of Federal Regulations ("CFR"), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

4. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to reenter and repossess the Premises and hold same as if said Agreement had never been made or issued.

B. Lessee assures that it undertake an affirmative action program, as required by 14CFR-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,

contracting or leasing activities covered in 14CFR-Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds, from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Lessee assures that it will require that its covered organizations provide assurance to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14CFR-Part, Subpart E, to the same effect.

Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14CFR-Part 152, Subpart E, or any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Lessee agrees that a state or local affirmative action plan will be used in lieu of any affirmative action plan or steps required by 14 CFR-Part 152, Subpart E, only when it fully meets the standards set forth in 14CFR-Part 152.409. Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14CFR-Part 152, Subpart E.

Article Fourteen

Requirements of the United States and State of Wisconsin

This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States and/or the State of Wisconsin, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises, and to compensation for taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of Lessor or the United States or State of Wisconsin pursuant thereto.

Article Fifteen

Default and Termination

A. Termination by Lessee. This Agreement shall be subject to termination by Lessee in the event of any one or more of the following events:

1. The abandonment of the Airport as an airport or airfield for any type, class or category of aircraft.
2. The default by Lessor in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Lessor to remedy, or undertake to remedy, to Lessee's satisfaction, such default for a period of thirty (30) days after receipt of notice from Lessee to remedy same.
3. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the operation of Lessee's business.

4. The lawful assumption by the United States or the State of Wisconsin, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict Lessee from substantially conducting business operations for a period of ninety (90) days.

B. Termination by Lessor. This Agreement shall be subject to termination by Lessor in the event of any one or more of the following events:

1. The default by Lessee in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Lessee to remedy, or undertake to remedy, to Lessor's satisfaction, such default for period of thirty (30) days after receipt of notice from Lessor to remedy same.

2. Lessee files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within thirty (30) days.

3. Lessee's abandonment of the Premises.

C. Force Majeure; Waiver.

1. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control; provided however, that the foregoing provision shall not apply to failures by Lessee to pay rents, fees or other charges to Lessor.

2. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition.

Article Sixteen
Arbitration

All claims or disputes arising out of or relating to this Agreement, which cannot be settled between the parties shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then obtaining. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association and shall be made within a reasonable time after the claim or dispute has arisen. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement, unless it is shown at the time the demand for arbitration is filed that (a) such person or entity is substantially involved in a common question of fact or law; (b) the presence of such person or entity is required if complete relief is to be accorded in the arbitration; and (c) the interest or responsibility of such person or entity in the matter is not insubstantial.

The agreement of the parties to arbitrate claims and disputes shall be specifically enforceable under the prevailing arbitration law.

Pending final decision of the arbitrator(s), the parties shall proceed diligently with the performance of their obligations under this Agreement.

Article Seventeen

Miscellaneous Provisions

A. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties. Any change or modifications hereof must be in writing and signed by both parties

B. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. **Notice.** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Lessor, addressed to:

2. If to Lessee, addressed to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

D. **Headings.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

E. **Governing Law.** This Agreement is to be construed to be in accordance with the laws of the State of Wisconsin.

Recommended by the Iowa County Airport Commission:

IN WITNESS THEREOF, the parties have executed this Agreement this _____ day
of _____, 201_.

By:

Lessor:

Lessee:

Iowa County Clerk

Owner

Subscribed and sworn to before me this _____ day of _____, 201_

Notary: _____

My Commission expires: _____

25 January 2002 ,amended 03 May 2002,amended 04 June 2002

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Inventory of Hangars and Lot Areas

Iowa County Airport (MRI)

Hangar Lot (Page 16 of ALP)	Address of Hangar (not intended for mail delivery)	Hangar Owner	Hangar Owner's Mailing Address	Hangar Size			Seabacks				Lot Size		
				Width	Depth	Area	North	South	East	West	Width	Depth	Area
1	3145 State Rd 39 - Unit 1	County	Rented to Driftless Aero Inc. 614 W Clarence St Dodgeville, WI 53533	50	56	2,800	3	3	10	10	70	62	4,340
2	3145 State Rd 39 - Unit 2	Jerry Johnson	9448 Plaza Dr Platteville, WI 53818	48	50	2,400	10	9	3	3	67	56	3,752
3	3145 State Rd 39 - Unit 3	Douglas Anderson	6811 Hubbard Ave Middleton, WI 53562	48	50	2,400	11	8	3	3	67	56	3,752
4	3145 State Rd 39 - Unit 4	Mark Hopp	115 Arneson Rd Barneveld, WI 53507	42	48	2,016	12	8	3	3	62	54	3,348
5	3145 State Rd 39 - Unit 5	Keith Carden	Rented to Ryan Wubben	40	40	1,600	15	7	3	11	62	54	3,348
6	3145 State Rd 39 - Unit 6	County	Maintenance Hangar	46	50	2,300	10	10	3	3	66	56	3,696
7	3145 State Rd 39 - Unit 7	County	Rented to Midwest Mechanical	46	50	2,300	10	10	3	3	66	56	3,696
8	3145 State Rd 39 - Unit 8	County	1942 Golf View Dr Bartlett, IL 60103	46	50	2,300	10	10	3	3	66	56	3,696
9	3145 State Rd 39 - Unit 9	Joseph W. Kioke	Rented Nested 10 Tee Hangar	50	56	2,800	10	10	3	3	70	62	4,340
10	3145 State Rd 39 - Unit 10	County	3111 County Rd B Mineral Point, WI 53565	232	52	12,064	10	10	3	3	252	58	14,616
11	3151 State Rd 39 - Unit 11	Patrick L. Ripp	4601 W Blue Mounds Road Barneveld, Wis. 53507	63	80	5,040	3	3	10	10	83	86	7,138
12	3151 State Rd 39 - Unit 12	Mark Melves	2383 Survey Rd Dodgeville, WI 53533	56	40	2,240	10	10	3	3	76	46	3,496
13	3151 State Rd 39 - Unit 13	Clinton Fruit	837 Ocean Rd Madison, WI 53713	42	32	1,344	3	3	10	10	62	38	2,356
14	3151 State Rd 39 - Unit 14	Dennis P. Coogan	5354 Weaver Rd Dodgeville, WI 53533-8829	52	48	2,496	3	3	4	10	66	54	3,564
15	3151 State Rd 39 - Unit 15	Mike D. Ramos	2011 Cave Rd Mineral Point, WI 53565	41	42	1,722	3	3	3	6	50	48	2,400
16	3151 State Rd 39 - Unit 16	Arnold Christen	3362 County Rd B Dodgeville, WI 53533	58	40	2,320	4	4	18	2	78	48	3,744
17	3151 State Rd 39 - Unit 17	Jewell Revocable Trust	417 S Wisconsin St Mineral Point, WI 53565	44	33	1,452	2	3	13	5	62	38	2,356
18	3151 State Rd 39 - Unit 18	ID'S WI Investments	2100 Sunny Slope Rd Mineral Point, WI 53565	40	32	1,280	2	4	10	10	60	38	2,280
19	3151 State Rd 39 - Unit 19	Charles Y. Rule	Existing Manager's Office & Pilot's Lounge 209 Vern Ct Dodgeville, WI 53533	48	41	1,968	3	4	9	11	68	48	3,264
20	3151 State Rd 39 - Unit 20	County	417 S Wisconsin St Mineral Point, WI 53565	46	28	1,288	1	3	5	2	50	35	1,750
21	3151 State Rd 39 - Unit 21	Daniel Schmid	4601 W Blue Mounds Rd Barneveld, WI 53507	44	41	1,804	2	4	13	5	62	47	2,914
22	3151 State Rd 39 - Unit 22	John Delaney		44	32	1,408	2	2	5	13	62	36	2,232
23	3151 State Rd 39 - Unit 23	Mark Melves		40	30	1,200	3	3	10	5	55	36	1,980

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24 (UN-NUMBERED)	3151 State Rd 39 - Unit 24	Aerotech, Inc. Attn: Dick Jirkins	1086 Enloe Rd Rewey, WI 53580	65	50	3,250	5	5	6	7	78	60	4,680
26	3151 State Rd 39 - Unit 26	George Delaney	417 S Wisconsin St Mineral Point, WI 53565	44	48	2,112	6	6	8	7	59	60	3,540
27	3151 State Rd 39 - Unit 27	Mike D. Ramos	5354 Weaver Rd Dodgeville, WI 53533-9829	44	36	1,584	1	5	7	9	60	42	2,520
28	3151 State Rd 39 - Unit 28	Robert Cretny	428 McDaniel Rd Ferris, TX 75125	42	30	1,260	8	4	7	7	56	42	2,352
29	3151 State Rd 39 - Unit 29	Iowa County Flying Club Attn: Tom James	1081 Acker Ln - Apt 204 Verona, WI 53593	44	48	2,112	10	2	5	5	54	60	3,240
30	3151 State Rd 39 - Unit 30	Private Travel Options, Inc. Attn: Ward Hendrickson	PO Box 292219 Sacramento, CA 95829	70	83.5	5,845	4.5	15	2	4.5	89.5	90	8,055
30 Ramp				NA	NA	NA	NA	NA	NA	NA	70	76	5,320
30 Septic				NA	NA	NA	NA	NA	NA	NA	32	78.25	2,504
31	3151 State Rd 39 - Unit 31	Black Diamond Attn: Frank Hallada	306 E Leffler St Dodgeville, WI 53533	40	40	1,600	3	3	6	14	46	60	2,760
35	3145 State Road 39 - Unit 35	David Hamilton	Eagle01 LLC ; C/O Dave Hamilton 8586 Messerschmidt Drive Verona, Wis. 53593	72	72	5,184	17	11	17	11	100	100	10,000

AIRPORT OWNER:
IOWA COUNTY
222 N. IOWA ST.
DODGEVILLE, WI 53533

HANGAR 1 - LEASE DESCRIPTION

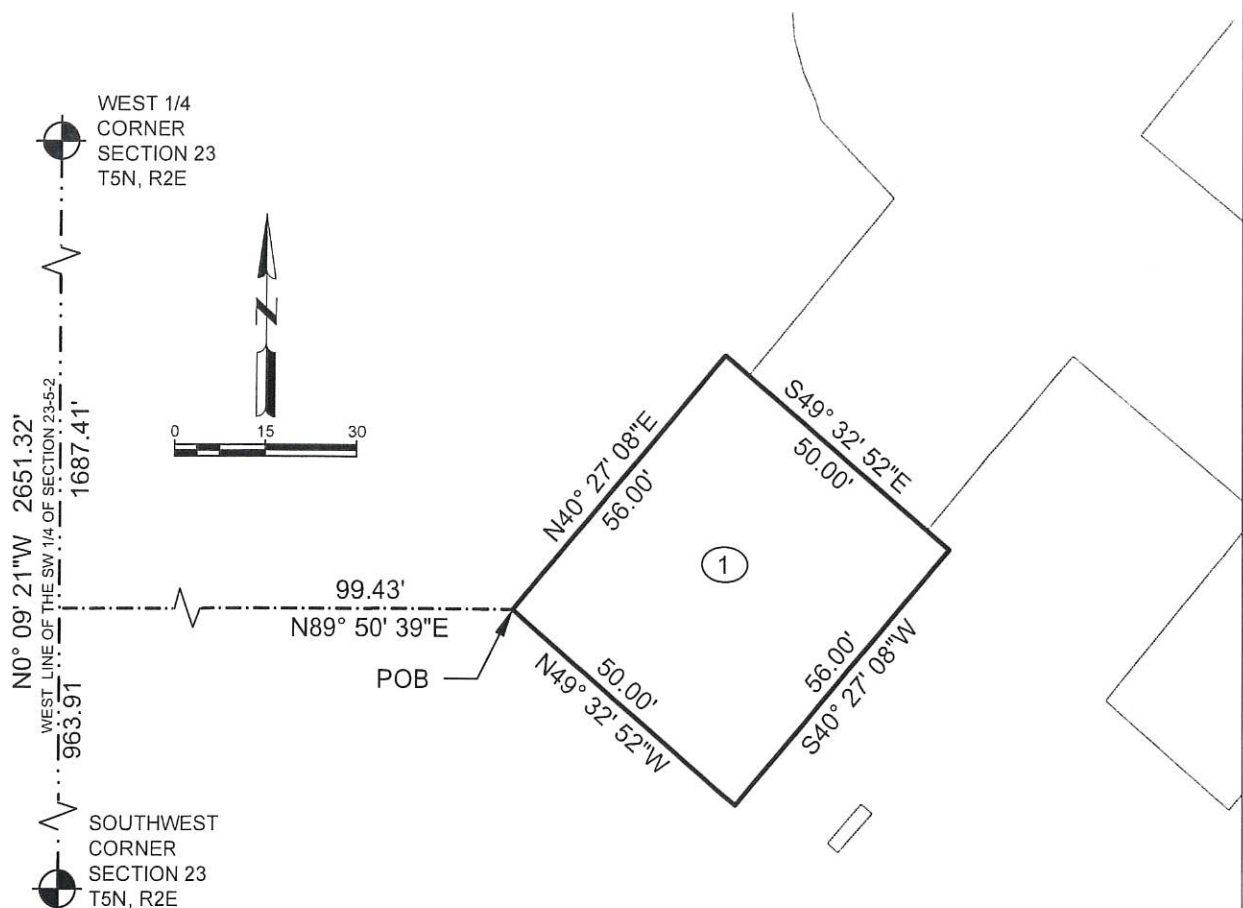
A leased area of land being a part of the Southwest ¼ of the Southwest ¼ of Section 23, Township 5 North, Range 2 East, located in the Town of Linden, Iowa County, Wisconsin, bound and described as follows;

Commencing at the Southwest corner of said Section, thence North 00°09'21" West on and along the West line of said ¼ Section, 963.91 feet; thence North 89°50'39" East, 99.43 feet to the Point of Beginning of this description;

Thence North 40°27'08" East, 56.00 feet; thence South 49°32'52" East, 50.00 feet; thence South 40°27'08" West, 56.00 feet; thence North 49°32'52" West, 50.00 feet to the Place of Beginning.

Said described area contains 2,800 S.F. or 0.0643 Acres of Land more or less.

HANGAR SITE ADDRESS: 3145 STATE ROAD 39 - UNIT 1
DODGEVILLE WI 53533



IOWA COUNTY AIRPORT (MRJ)

LEASE DESCRIPTION

HANGAR 1

**Mead
& Hunt**

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AIRPORT OWNER:
IOWA COUNTY
222 N. IOWA ST.
DODGEVILLE, WI 53533

HANGAR 2 - LEASE DESCRIPTION

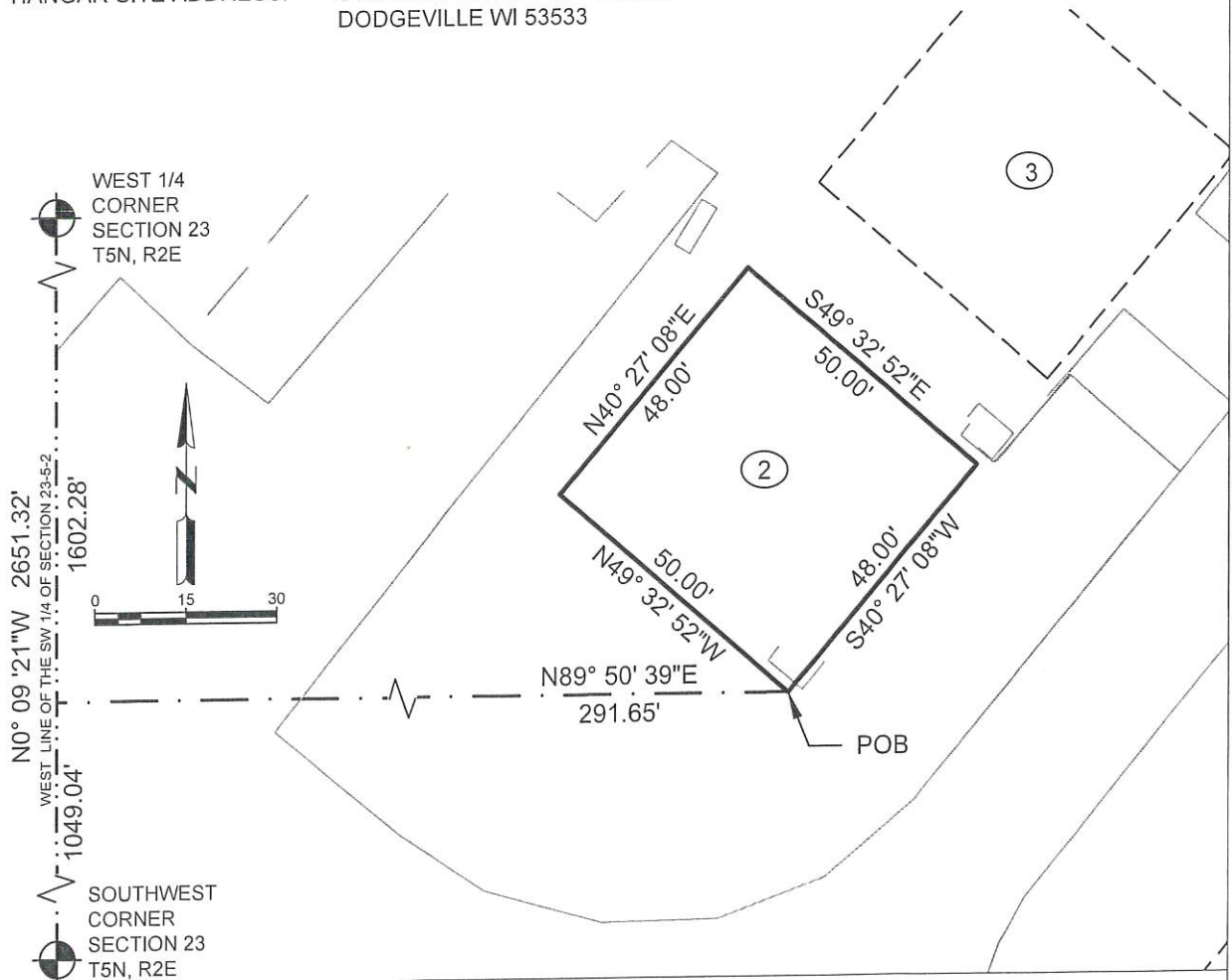
A leased area of land being a part of the Southwest ¼ of the Southwest ¼ of Section 23, Township 5 North, Range 2 East, located in the Town of Linden, Iowa County, Wisconsin, bound and described as follows;

Commencing at the Southwest Corner of said Section; thence North 00°09'21" West on and along the West line of said ¼ Section, 1049.04 feet; thence North 89°50'39" East, 291.65 feet to the Point of Beginning of this description;

Thence North 49°32'52" West, 50.00 feet, thence North 40°27'08" East, 48.00 feet; thence South 49°32'52" East, 50.00 feet; thence South 40°27'08" West, 48.00 feet to the place of Beginning.

Said described area contains 2,400 S.F. or 0.0551 Acres of Land more or less.

HANGAR SITE ADDRESS: 3145 STATE ROAD 39 - UNIT 2
DODGEVILLE WI 53533



IOWA COUNTY AIRPORT (MRJ)

LEASE DESCRIPTION

HANGAR 2

Mead
& Hunt

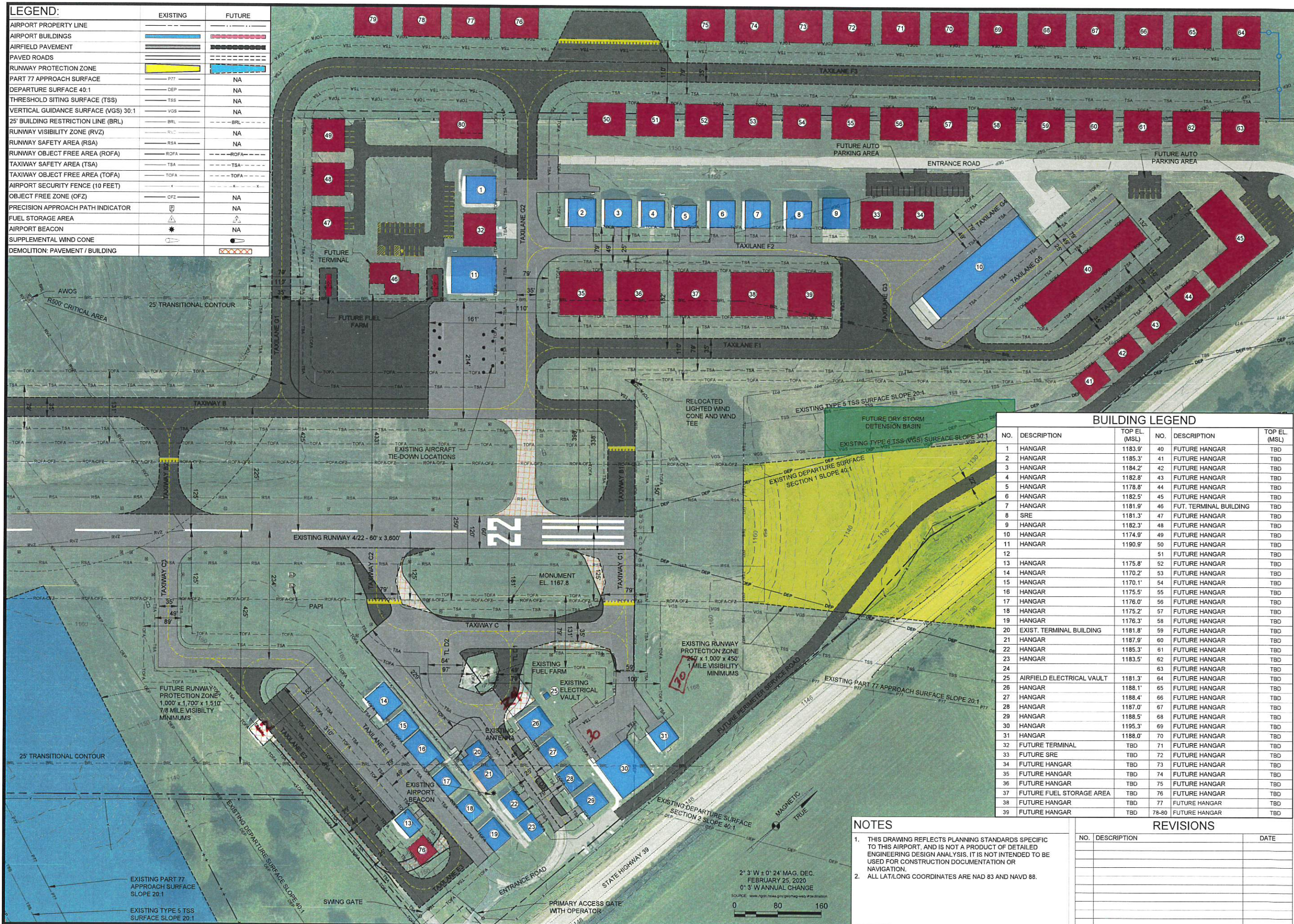
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02/25/2025

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LEGEND:	EXISTING	FUTURE
AIRPORT PROPERTY LINE	=====	=====
AIRPORT BUILDINGS		
AIRFIELD PAVEMENT		
PAVED ROADS	=====	=====
RUNWAY PROTECTION ZONE		
PART 77 APPROACH SURFACE	-----P77-----	NA
DEPARTURE SURFACE 40:1	-----DEP-----	NA
THRESHOLD SITING SURFACE (TSS)	-----TSS-----	NA
VERTICAL GUIDANCE SURFACE (VGS) 30:1	-----VGS-----	NA
25' BUILDING RESTRICTION LINE (BRL)	-----BRL-----	-----BRL-----
RUNWAY VISIBILITY ZONE (RVZ)	-----RVZ-----	NA
RUNWAY SAFETY AREA (RSA)	-----RSA-----	NA
RUNWAY OBJECT FREE AREA (ROFA)	-----ROFA-----	-----ROFA-----
TAXIWAY SAFETY AREA (TSA)	-----TSA-----	-----TSA-----
TAXIWAY OBJECT FREE AREA (TOFA)	-----TOFA-----	-----TOFA-----
AIRPORT SECURITY FENCE (10 FEET)	-----F-----	-----F-----
OBJECT FREE ZONE (OFZ)	-----OFZ-----	NA
PRECISION APPROACH PATH INDICATOR		NA
FUEL STORAGE AREA		
AIRPORT BEACON		NA
SUPPLEMENTAL WIND CONE		
DEMOLITION: PAVEMENT / BUILDING		



NO.	DESCRIPTION	TOP EL. (MSL)	NO.	DESCRIPTION	TOP EL. (MSL)
1	HANGAR	1183.9'	40	FUTURE HANGAR	TBD
2	HANGAR	1185.3'	41	FUTURE HANGAR	TBD
3	HANGAR	1184.2'	42	FUTURE HANGAR	TBD
4	HANGAR	1182.8'	43	FUTURE HANGAR	TBD
5	HANGAR	1178.8'	44	FUTURE HANGAR	TBD
6	HANGAR	1182.5'	45	FUTURE HANGAR	TBD
7	HANGAR	1181.9'	46	FUT. TERMINAL BUILDING	TBD
8	SRE	1181.3'	47	FUTURE HANGAR	TBD
9	HANGAR	1182.3'	48	FUTURE HANGAR	TBD
10	HANGAR	1174.9'	49	FUTURE HANGAR	TBD
11	HANGAR	1190.9'	50	FUTURE HANGAR	TBD
12			51	FUTURE HANGAR	TBD
13	HANGAR	1175.8'	52	FUTURE HANGAR	TBD
14	HANGAR	1170.2'	53	FUTURE HANGAR	TBD
15	HANGAR	1170.1'	54	FUTURE HANGAR	TBD
16	HANGAR	1175.5'	55	FUTURE HANGAR	TBD
17	HANGAR	1176.0'	56	FUTURE HANGAR	TBD
18	HANGAR	1175.2'	57	FUTURE HANGAR	TBD
19	HANGAR	1176.3'	58	FUTURE HANGAR	TBD
20	EXIST. TERMINAL BUILDING	1181.8'	59	FUTURE HANGAR	TBD
21	HANGAR	1187.9'	60	FUTURE HANGAR	TBD
22	HANGAR	1185.3'	61	FUTURE HANGAR	TBD
23	HANGAR	1183.5'	62	FUTURE HANGAR	TBD
24			63	FUTURE HANGAR	TBD
25	AIRFIELD ELECTRICAL VAULT	1181.3'	64	FUTURE HANGAR	TBD
26	HANGAR	1188.1'	65	FUTURE HANGAR	TBD
27	HANGAR	1188.4'	66	FUTURE HANGAR	TBD
28	HANGAR	1187.0'	67	FUTURE HANGAR	TBD
29	HANGAR	1188.5'	68	FUTURE HANGAR	TBD
30	HANGAR	1195.3'	69	FUTURE HANGAR	TBD
31	HANGAR	1188.0'	70	FUTURE HANGAR	TBD
32	FUTURE TERMINAL	TBD	71	FUTURE HANGAR	TBD
33	FUTURE SRE	TBD	72	FUTURE HANGAR	TBD
34	FUTURE HANGAR	TBD	73	FUTURE HANGAR	TBD
35	FUTURE HANGAR	TBD	74	FUTURE HANGAR	TBD
36	FUTURE HANGAR	TBD	75	FUTURE HANGAR	TBD
37	FUTURE FUEL STORAGE AREA	TBD	76	FUTURE HANGAR	TBD
38	FUTURE HANGAR	TBD	77	FUTURE HANGAR	TBD
39	FUTURE HANGAR	TBD	78-80	FUTURE HANGAR	TBD

NOTES

1. THIS DRAWING REFLECTS PLANNING STANDARDS SPECIFIC TO THIS AIRPORT, AND IS NOT A PRODUCT OF DETAILED ENGINEERING DESIGN ANALYSIS. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION DOCUMENTATION OR NAVIGATION.
2. ALL LAT/LONG COORDINATES ARE NAD 83 AND NAVD 88.

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IOWA COUNTY AIRPORT AIRPORT LAYOUT PLAN

3151 STATE ROAD 39
MINERAL POINT, WISCONSIN 53565

**Mead
& Hunt**
Mead and Hunt, Inc.
2440 Deming Way
Middleton, WI 53562
phone: 608-273-6380
meadhunt.com

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ISSUED	
09/29/20	DRAFT SUBMITTAL
02/08/22	AIRPORT COMMISSION APPROVAL
08/15/22	SUBMITTAL TO WISCONSIN BOA
11/09/24	RE-SUBMITTAL TO WISCONSIN BOA

NOT FOR CONSTRUCTION

AIP NO. 3-55-0048-XX
 M&H NO. 2309948-190143.01
 DATE NOVEMBER 9, 2024
 DESIGNED BY —
 DRAWN BY NAK
 CHECKED BY REB
 DO NOT SCALE DRAWINGS

FUTURE TERMINAL
AREA DRAWING

SHEET NO. 16 of 18

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Posted by County Clerk's Office on 3/13/2025, Barbara Weinbrenner