

AGENDA

Iowa County Airport Commission Tuesday February 26, 2019 at 6:00 p.m. Pilot's Lounge / Main Office Conference Room Iowa County Airport 3151 HWY 39

Iowa County Wisconsin

Mineral Point, Wisconsin. 53565

For information regarding access for the disabled please call 987-9931.				
Any subject on this agenda may become an action item.				
1	Call to order the Airport Commission meeting.			
2	Roll Call.			
3	Approve the agenda for this February 26, 2019 Airport Commission meeting.			
4	Approve the minutes of the January 17, 2018 Airport Commission meeting.			
5	Report from Commission members and an opportunity for members of the audience to address the Airport Commission. No action will be taken.			
6	Review and recommend Airport Land Lease proposals.			
Highway Commissioner's report: A. Polar Vortex and Airport Furnace incident. B. Airport Electrical Gates and Access. C. Hangar K Platt – Carden. D. Lease agreements recorded.				
8	Airport Manager's update – Gone Flyin' Aviation LLC – Adam. A. Hangar C Window Project update. B. Equipment Operations Summary. C.			
9	Airport Commission Chair Report.			
10	Set Next Meeting Date.			
11	Adjournment.			
Posting Verified by: CRH / Highway Date: 02/21/19				

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UNAPPROVEED MINUTES IOWA COUNTY AIRPORT COMMISSION MEETING HELD January 17, 2019 – 6:00 pm 3151 HWY 39 MINERAL POINT, WISCONSIN 53565

Iowa County Wisconsin

1	Meeting called to order by Chair Benish at 6:00 PM.				
2	Roll Call – Benish, Masters, Storti, Christen, and Meives. Excused Ray, Forbes. Others in attendance: Commissioner Hardy, Gone Flying LLC Manager Langbecker, Zoning Administrator Godfrey, Mark Higgs, Sup. Deal, Pat Ripp, John Delaney, and Josh Holbrook from the Bureau of Aeronautics.				
3	Motion to approve the agenda for this January 17, 2019 meeting by Storti, second by Christen. Motion carried unanimously.				
4	Motion to approve the minutes of the December 10, 2018 meeting by Storti, second by Masters. Motion carried unanimously.				
5	Report from members of the commission or the audience. Sup. Storti requested the commission allow Mr. Higgs from the Tri-county airport be allowed to address the agenda item regarding fuel branding; otherwise, Sup. Storti would like to hear his comments now. Commission agreed to hear Mr. Higgs address comments at item #8 by unanimous consent.				
6	Review ordinance 400.16 Airport Zoning ordinance DRAFT revisions. Administrator Godfrey recapped the revisions he has made to the airport zoning ordinance along with combining Ordinance 5-995 regulating the height of obstructions within the vicinity of the airport. Godfrey commented his discussion with Davis from the Bureau of Aeronautics to include modifications for detention ponds requiring less than 48 hours of retention. Godfrey also commented on language added regarding non-commercially licensed pilots of drones. Discussion of creating a more readable GIS HLZO map at a future date, and adding verbiage regarding the various zones 1 thru 5. Godfrey summarized the remaining process would be for Planning and Zoning to host a hearing on the proposed revisions then move it to the County Board for adoption. Motion by Storti to move the revised ordinance to Planning and Zoning committee for a public hearing. Second by Masters. Motion approved unanimously.				
7	Review of the 2019-2024 Airport capital Plan. Review of the plan. Holbrook commented the Bureau approved the fuel farm contracts for Northwest Petroleum and pending ordering of materials anticipated June project timeline. Some discussion of the work to be done on the lower apron and tie down area,				
8	Discussion and review of airport fuel branding. Mr. Higgs commented the Tri-county airport has been branded since 2006. He commented it has been an overall plus for the airport by providing enhancement of the card reader system, reductions on parts, and other projects including liability insurance and quality assurance for the fuel provided. He stated they are branded by Arrowenergy Philipps 66. He thought Boscobel, Platteville, Reedsburg, and Middleton were also fuel branded airports. Discussion of the process of splitting fuel loads and fuel pricing. Mr. Higgs stated Tri-county has an \$0.80 per gallon markup on fuel. Pat Ripp shared some concerns on fuel pricing and fuel prices. Manager Langbecker commented fuel pricing is dependent on when the tanks are filled as well based on price fluctuations. It				

is possible to have a higher/lower price compared to surrounding airports based on when fuel is bought compared to the other airports. Ripp stated branded fuel is viewed more importantly by pilots in the JetA fuel world than 100LL. Motion by Christen to pursue more information on branding of fuel from providers along with agreements. Second by Masters along with a friendly amendment to research fuel prices and costs per gallon sold at the airport and surrounding locations. Commissioner Hardy stated they would review proposals from branded fuel providers along with fuel sales and bring back to the commission for further discussion. Motion approved unanimously. Highway Commissioner's Report: A. Provided a handout on preliminary 2018 Revenue and Expenses. The airport was about \$20,000 to the positive with some credit card payments remaining from November and December and rental payments coming in yet. The net gains stay with the airport, but once the year is finalized the commission could discuss leaving within airport operations fund or transferring to Capital projects. B. Holbrook provided an update on the fuel farm project. C. Holbrook provided an update on the airport layout plan contract negotiations, and stated Mead and Hunt should be working through updates this spring. D. Hardy advised the commission of a contract for housekeeping was put in place for the airport office and bathrooms in 2019, along with acquiring a dumpster for the maintenance hangar. E. Hardy stated hangar C is scheduled to have its' windows replaced this spring. Langbecker commented on the windows replacement project for Hangar C using vinyl Pella replacement windows, and he was coordinating with the installer on schedule. F. Hardy commented it looks like the executor for the Platt hangar and an existing tenant Carden have come to an agreement on Hangar K, which include restitution to the county for past due rents. Corp Counsel is hoping for a resolution to the matter in March. Airport Manager's update. A. Langbecker commented on snow removals and fuel sales. He also discussed fuel inventory versus timing of the fuel farm replacement project options in anticipation of the shutdown of the 100LL tank for a period of time. B. Langbecker advised the land lease of the airport agricultural land was back out for proposals for 2019-2023, and that there has been some interest with people reviewing the sites. C. Commented nested tee hangars 2 and 9 were currently vacant, and we were working on an advertisement on hangar space availability. D. Discussed the upcoming snow storm and preparations. E. Stated he has been patching fence due to some small varmint issues. Discussion of coordination with DNR and Fish & Wildlife process for eradication of some pests from the grounds. Airport Commission Chair had nothing further to report. The next meeting will be held on Tuesday February 12, 2019 at 6PM. Adjournment. Motion to adjourn by Storti, seconded by Meives. Motion carried unanimously. Meeting concluded at 7:18 PM.

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Minutes prepared by Craig Hardy; Highway Commissioner.



lowa Cou	unty Agri	cultural L	lowa County Agricultural Land Lease Results 2019-2023	Results 2	019-202	mı
		Quarry			Airport	
Bidder	\$/Acre	Acres	Total	\$/Acre	Acres	Total
Kyle Levetzow	\$ 211.00	37	\$ 7,807.00 \$ 150.00	\$ 150.00	145	\$ 21,750.00
Todd & Wilmer Roum \$ 205.00	\$ 205.00	37	\$ 7,585.00 \$ 205.00	\$ 205.00	145	\$ 29,725.00
Jeremy Gratz	\$ 225.00	37	\$ 8,325.00 \$ 180.00	\$ 180.00	145	\$ 26,100.00
Jerry Wendhausen			No Bid	\$ 165.50	145	\$ 23,997.50
Note all bidders bid the above numbers for all years 2019-2023.	e above nu	ımbers for	all years 200	19-2023.		

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Agricultural Lease Agreement

		aral Lease Agreement ("Agreement") is entered into on this day of, between:		
Ac Te Fa	PERATOR: ddress: elephone: ux: mail:			
Ac Te Fa	WNER: ddress: elephone: ax: mail:	Iowa County, a political subdivision of the State of Wisconsin c/o Iowa County Clerk 222 North Iowa Street 608-935-0399 608-935-3024 Greg.Klusendorf@iowacounty.org		
	perator and greement:	Owner hereby agree that the following terms and conditions shall apply to this		
1.	PROPERTY DESCRIPTION. The Owner, in consideration of the terms specified herein, leases to the Operator for agricultural purposes the following legally described property ("REAL ESTATE"):			
	easements	L ESTATE, known as, is located in lowa County, Wisconsin, containing acres, more or less, and subject to all now existing or which the Owner may grant in the future. These Premises are cribed on the map attached to and hereby incorporated into this Lease Agreement.		
2.	April 1, 2 ending date	LEASE. The term of this lease shall be for the period of three years beginning 019 and ending December 31, 2021. Extension of this agreement beyond the e shall occur only upon mutual written agreement of the parties and shall be limited than two one-year extensions or through December 31, 2023.		
3.	Real Estate	OF LEASE. The Operator shall have the right to grow agricultural crops on the e [and/or graze livestock on the Real Estate] as shown on the Map and described by descriptions subject to the following specifications:		
	limited to: crop. Any Agreement	Estate must be used to produce an annual commodity grain crop (including but not corn, sunflower, canola, small grains, soybeans) or a perennial or annual forage plant material remaining in the ground upon the expiration or termination of the shall become the property of Iowa County. Perennial plants may be planted, but for forfeits Ownership and control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the plant material upon expiration of the control of the control of the plant material upon expiration of the control		



Owner makes no guarantee as to the suitability of the Real Estate for any particular agricultural purpose or the volume, condition, or quality of any agricultural product produced.

4.	PAYMENT. The Operator agrees to annual payment of \$	/acre for	acres for a
	total annual payment of \$ for the lease of the Real	Estate described in	Paragraph 1
	and Paragraph 3. The annual payments are to be made in tw	vo installments, with	h 50% of the
	total annual payment due upon the date of execution of	f this Agreement a	and annually
	thereafter and the balance of the annual payment due on No	vember 1 of the first	st year of the
	Agreement and annually thereafter. Checks or money order	ers should be made	out to Iowa
	County and sent to the Iowa County Clerk.		

In the event the required payment is not received by the due date, interest shall be charged on the outstanding amount owed at an annualized rate of 12%, beginning 30 days after the due date until paid.

5. OPERATOR RIGHTS, DUTIES, AND CONDITIONS.

- a. Liability. Operator shall assume all liability for any damage or injury to persons or property, real or personal, resulting from the Operator's actions under this Agreement, and will hold Owner harmless from the same.
- b. Labor. Operator shall provide the labor necessary to maintain the Real Estate and its improvements during the rental period in at least as good of condition as they were at the beginning, with exception for normal wear and depreciation and damage from causes beyond Operator's control.
- c. Roadways. Operator shall use the existing roadways and not construct or improve farm roads, access roads, or stacking and loading areas without written consent of the Owner. Debris resulting from harvesting and transporting is to be disposed of by the Operator prior to termination of the Agreement. Operator shall repair, at Operator's expense and to Owner's satisfaction, any damage caused by Operator to existing roads, fields, and fences.
- d. **Pesticides and Fertilizers.** Operator shall comply with all local, state, and federal laws and regulations governing all activities related to the application of pesticides and commercial fertilizers. Operator shall follow label directions in the handling and application of all chemicals used on the Real Estate and shall follow all applicator's licensing requirements.

Operator shall comply with local, state, and federal laws and regulations pertaining to potential groundwater contamination. The exact time, date, product, and rate for each pesticide application shall be recorded and sent to the Iowa County Clerk within twenty days of the date of application.

Fertilizer, lime, manure, or other applications and the cost thereof shall be the responsibility of the Operator, and all applications shall comply with the Soil Conservation and Nutrient Management Plans applicable to the Real Estate. Operator shall maintain and provide to the Iowa County Clerk copies of manure, lime, and all other fertilizer application logs on an annual basis.

e. **Soil conservation.** Operator shall follow existing Soil Conservation and Nutrient Management Plans for the Real Estate, including soil testing, and shall employ farming practices that are generally recommended and best adapted to this locality unless otherwise mutually agreed upon. Any tillage or cultivation necessary to prepare an adequate seedbed shall be done in a manner to minimize soil erosion.

All crop residue and stubble shall be left on the field following the harvest in accordance with normal agronomic practices specific to the crop. However, any straw from small grains may be baled and removed from the site.

In the event of soil displacement or erosion, Owner reserves the right to remove the areas from the Agreement with the following procedure:

- 1. Owner shall inform the Operator of the problem and give the Operator seven (7) days to cure the problem.
- 2. If after seven (7) days, the problem has not been fixed to the satisfaction of the Owner, then the Owner reserves the right to fence off the area and re-seed if necessary at the expense of the Operator.
- f. Watercourses. Operator shall preserve established watercourses, tile drains, tile outlets, grass waterways, and terraces and refrain from any operations that will cause damage to them. Land subject to serious erosion is not to be tilled in the fall.
- g. **Grazing.** Operator shall keep livestock out of the fields when the soil is soft and protect sod crops, especially new seedings, from too close grazing that might impair the following year's crop. Operator shall refrain from grazing or taking a crop from legume seedings from September 1 until growth germinates. No grazing shall be allowed on the Quarry or Airport properties.
- h. **Weed control.** Operator shall at Operator's expense cut, spray, or otherwise control noxious weeds, including in lots, around buildings, or along roadsides, before they go to seed and whenever necessary to prevent re-seeding.
- i. Temporary fencing and structures. Operator may erect, maintain, and remove at Operator's expense, temporary fencing and moveable buildings on the Real Estate, if deemed necessary for operations, provided that such fence or buildings and their removal do not damage Owner's land in any way. Operator may remove such temporary improvements at any time during the lease term, or within seven (7) days after the expiration or termination of this Agreement, provided that Operator leaves in good condition that part of the Real Estate from which such improvements are removed. Unless mutually agreed upon, Operator shall relinquish possession to Owner and shall have no right to compensation for temporary improvements that are not so removed, and Operator shall be liable to Owner for the cost of removing any such improvements remaining on the Real Estate later than seven (7) days after the expiration or termination of this Agreement.
- j. **Existing structures.** The use of any equipment or buildings on the Real Estate which are the property of the Owner is not included in the terms of this Agreement. Operator shall



not add electrical wiring, plumbing, or heating to any existing structures on the Real Estate without consent of the Owner. If consent is given, such additions shall be at Operator expense and must meet all standards and requirements of power and insurance companies, and state law or local ordinances, if applicable.

- k. Existing resources. Operator shall have the right to use dead or fallen timber on the Real Estate for fuel or other personal use, but Operator shall not remove or market live trees, gravel, soil, or any other part of the Real Estate without written consent of the Owner.
- 1. Environmental issues. Operator shall conduct all operations on the Real Estate in a manner consistent with all applicable local, state, and federal environmental codes, regulations, and statutes and shall bear sole responsibility for any violations thereof. Operator shall be solely responsible for securing any permits or approvals necessary for his or her activities on the property. In the event of any illegal release of materials to the environment, Operator shall indemnify Owner for any costs of environmental cleanup and restoration as well as any penalties, fines, judgments, or other amounts incurred by Owner as a result of such release.
- 6. OPERATOR EXPENSES. All materials and services related to the growing, harvest, or transportation of Operator's crops or forage shall be supplied by the Operator. Agricultural materials and services include, but are not limited to, fertilizer, seed, fuel, lime, pesticides, and soil tests.
- 7. OPERATOR INSURANCE. Operator must maintain worker's compensation insurance coverage for the farming operations and any and all employees engaged in operations on the Owner' land during the period of this Agreement if required under Chapter 102, Wis. Stats.

Operator agrees to maintain liability insurance coverage for the farming operations under this Agreement in the amount of no less than \$1,000,000.00.

Prior to commencement of any work during the period of the Agreement, and upon request by Owner, the Operator shall provide proof of insurance coverage to Owner, which shall name Iowa County as an additional insured.

Operator shall not house automobiles, motor trucks, or tractors in barns or on the grounds of the Real Estate or otherwise violate restrictions on Owner's insurance contracts or local ordinances, if any.

- 8. OWNER RIGHTS, DUTIES, AND CONDITIONS.
 - a. Entry and inspection. Owner may enter the Real Estate at any reasonable time for the purpose of consulting with the Operator, viewing the property, making repairs or improvements, soil testing, or for other reasonable purposes that do not interfere with the Operator's ability to carry out regular farming operations.
 - b. Buildings, fences, and water supply. Owner shall maintain at its cost all existing buildings, fences, and mechanical water supplies on the Real Estate unless the same are



- damaged by Operator in the course of operations under this Agreement, in which case Operator shall be responsible for the cost of repair and/or replacement.
- c. Removable improvements. Owner shall allow Operator to make minor improvements, at Operator's expense, of a temporary or removable nature which do not mar the condition or appearance of the Real Estate. Owner further agrees to allow Operator to remove such improvements at any time during the lease term, or within seven (7) days of the expiration or termination of this Agreement, provided that Operator leaves in good condition that part of the Real Estate from which such improvements are removed.
- 9. TRANSFER OF INTEREST. The Operator agrees not to lease or sublet any part of the Real Estate nor assign this Agreement to any other person, nor sublease any or all of the property described herein without prior written permission of the Owner. This Agreement shall be binding upon the heirs, assignees, or successors in interest of the Operator. If the Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this Agreement.
- 10. NO PARTNERSHIP CREATED. This purchase agreement shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent.
- 11. INDEMNIFICATION. Operator agrees to protect, indemnify and save harmless the Owner and the Owner's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Agreement or in connection with any action or omission of the Operator or Operator's employees, members, agents, contractors, subcontractors, guests, or invitees, and Operator shall defend the Owner and the Owner's employees and agents in any cause of action or suit.
- 12. PARTICIPATION IN GOVERNMENT PROGRAMS. The participation in any offered program of the United States Department of Agriculture or other federal, state, or county government agencies for crop production control, soil and water conservation, or other purposes shall be at the option of and with written consent of the Owner.
 - The Operator agrees to preserve the cropland acreage bases allowed under the USDA program provisions and shall not combine this parcel with another farm unit for governmental program purposes without written permission from the Owner.
- 13. NOTICES. Any notice required to be given by or on behalf of either party to this Agreement to the other shall be in writing and addressed to the Owner or Operator as identified on Page 1 of this Agreement. Notice shall be deemed given upon personal delivery, or on the next business day when deposited with an overnight carrier for overnight delivery, or three (3) days after being deposited in the U.S. Mail for mailing by registered mail, postage pre-paid, return receipt requested.
- 14. RESOLUTION OF DISPUTES. Operator and Owner agree to engage in good faith efforts to resolve any disputes arising under this Agreement. If the parties cannot reach a mutual resolution of the dispute, then prior to formal litigation, the parties shall submit to mediation,



with the cost of mediation split equally between the parties. The mediator shall be chosen by mutual agreement of the parties. If the parties cannot agree on a mediator, then each party shall name its preferred mediator, and the two individuals so named shall agree upon a third person to serve as the mediator.

- 15. SEVERABILITY CLAUSE. This agreement shall be governed by the laws of the State of Wisconsin. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Wisconsin, such invalidation of a part or portion of this Agreement shall not invalidate the remaining portions thereof, which shall remain in full force and effect.
- 16. CHANGES IN AGREEMENT TERMS. This written Agreement constitutes the entire agreement of the parties. The conduct, representations, or statements of either party, by act or omission, shall not be construed as a material alteration of this Agreement unless and until reduced to writing and executed by both parties as an addendum to this Agreement.

It is further understood that both parties have read the terms and provisions of this Agreement and have agreed to abide by the terms and provisions herein.

17. TERMINATION OF AGREEMENT.

- a. Failure on the part of either party to perform any of the terms, covenants, or conditions covered by this Agreement shall constitute grounds for termination of the Agreement. The party seeking termination of the Agreement on this basis shall give written notice to the other party of its intent to terminate and the grounds for termination, and the party receiving such notice shall have twenty (20) days from receipt to cure the alleged default to the satisfaction of the complaining party before the Agreement is terminated.
- b. Any dispute arising out of or related to termination of the Agreement shall be resolved by the parties in accordance with Section 14 above.
- 18. SPECIAL PROVISIONS. Only those Special Provisions marked below with an "X" are applicable to this Agreement and binding on the parties. To the extent that a Special Provision so marked is in conflict with any other language contained within this Agreement, the terms of the marked Special Provision shall control.

Bloomfield Farm Lease Special Provisions:

- a. Cropland on the Real Estate shall be used to produce only annual grain or forage crops. No perennial plantings, including but not limited to alfalfa, are permitted on the Real Estate.
- b. Operator agrees to accept the application of sludge on the Real Estate from the Bloomfield Healthcare and Rehabilitation Center Waste Water Treatment Plan up to two times annually. Application will generally be made after harvest and before planting, with the sludge to be knifed into the ground. Owner shall confer with Operator to come to mutually agreeable dates and times for the sludge application(s).

Bloomfield Pasture Lease Special Provisions:



- a. Operator may graze up to, but not more than, sixty (60) cow/calf pairs on the Real Estate.
- b. Operator may have no more than two (2) breeding bulls on the Real Estate at any given time during the term of this Agreement.
- c. Operator may not pasture cattle prior to May 1st of any calendar year during this Agreement, and cattle must be removed from the Real Estate by no later than November 1 of any calendar year during this Agreement. Owner may require removal of cattle prior to November 1 in the event of drought conditions or lack of suitable grazing material; in that event, Owner shall give Operator ten (10) days notice prior to requiring removal of the cattle.
- d. No feedlots may be operated on the Real Estate, but Operator may place salt/mineral, liquid protein, and calf creep feeders on the Real Estate.
- e. Operator is expressly prohibited from planting or harvesting any crop on the Real Estate, which is to be used for grazing only.

Airport Land Lease Special Provisions:

- a. For reasons of runway safety and for airplane operations, Operator shall not use any of the Real Estate for pasturing of livestock, horses, or any other animal.
- b. Crops Near Runway and Safe Operation: Operator agrees to the following:
 - 1) Operator shall meet on an annual basis with the Airport Manager to review the Bureau of Aeronautics, Policy & Procedures Manual, and Agricultural Activities.
 - 2) No equipment of any kind shall be operated within seventy-five (75) feet of a runway edge, nor within three-hundred (300) feet of a runway end.
 - 3) No equipment shall be parked and no hay bales of any kind shall be placed within three-hundred and fifty (350) feet of runway 4/22's edge and within three-hundred and fifty (350) of runway 11/29's edge. No equipment shall be parked and no hay bales of any kind shall be placed within four-hundred (400) feet of any runway end.
 - 4) No crop farming shall take place within two-hundred and twenty (220) feet of runway 4/22's edge and within two-hundred and twenty (220) feet of runway 11/29's edge. No crop farming shall take place within four-hundred (400) feet of any runway end. Exceptions: Soybeans, oats, wheat, barley and grass/alfalfa may be farmed no closer than one-hundred (100) feet from the edge of runway 4/22 and 11/29 and no closer than three-hundred (300) feet from any runway end. Operator must notify the Airport Manager when operating in this area.
 - 5) No tall crop farming shall take place within two-hundred and twenty (220) feet of runway 4/22's edge and within two-hundred and twenty (220) feet of runway 11/29's edge. No tall crop farming shall take place within four-hundred (400) feet of any runway end.
 - 6) No farming operations shall take place within thirty (30) feet of runway lights and PAPI lights.
 - 7) Tenant shall not cross any runway with any kind of equipment. A violation of this covenant shall subject Operator to a forfeiture of \$200.00 plus costs and termination of this Agreement.
 - 8) Tenant must use field gates to minimize traffic near the runways.
 - 9) Farming and/or equipment operations within seventy-five (75) feet of the edge of a runway or within three-hundred (300) feet of the end of a runway (area

mowed by airport personnel) will subject Operator to termination of this Agreement.

c. Expansion of Airport: If expansion plans for the airport should interfere with crops planted by Operator or require their removal prior to natural harvest time, Owner and Operator shall attempt to negotiate a fair market payment from Owner to Operator for any loss caused by the expansion activity.

Quarry Land Lease Special Provisions: Owner shall permit reasonable access across the Owner's adjacent quarry property located at #3307 CTH Z; however, such access shall be subject to the following conditions:

- a. The parties shall meet and define the specific area of the access easement.
- b. The path of the easement is subject to change to the needs of the parties upon mutual consent and notification, including the quarrying activities which shall be a paramount consideration.
- c. Access shall not be permitted when such access would interfere with normal operations of the Owner's quarry functions.
- d. Operator shall be permitted access through the quarry property during non-business operation hours only upon prior authorization.
- e. Authorization may be obtained orally as necessary by contacting the Iowa County Highway Commissioner.
- f. Owner retains the right to deny access both to the Real Estate and across the quarry when such access is necessary to prevent damage to either the property or the quarry due to adverse weather conditions or at other times when such access will result in significant harm to the interests of the Owner.

19. SIGNATURES

Operator Name	Operator Signature	Date
Operator Name	Operator Signature	Date
Owner Representative	Owner Signature	Date
Owner Representative	Owner Signature	Date

