

Dane County Contract Cover Sheet

Res 482
Significant

Dept./Division	AIRPORT/ADMIN
Vendor Name	North Central Aviation Services, LLC
Vendor MUNIS #	19927
Brief Contract Title/Description	New ground lease involving a parcel of land at the Dane County Regional Airport for the purpose of an aircraft hangar.
Contract Term	03/01/2020 - 2/29/2040
Total Contract Amount	\$ Initial rent of \$917.56 per mo subject ot annual CPI Adjustments

Contract # <small>Admin will assign</small>	13943
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.				
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.				
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.			Res #	482
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			Year	2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MB	Received by DOA			
AL	Controller		2/17/2020	
Jag	Purchasing	2/17/2020	2/17/2020	
J	Corporation Counsel	2/19/2020	2/19/2020	
AL	Risk Management	2/17/2020	2/17/2020	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Rodney Knight, Airport Counsel	Name	Catherine M. Gillman V.P./Gen'l Counsel
Phone #	(608) 212-2424	Phone #	(608) 662-3615
Email	knight@msnairport.com	Email	
Address	4000 International Lane Madison, WI 53704	Address	1600 Aspen Commons, Ste 200 PO BOX 620994 Middleton, WI 53562-0994

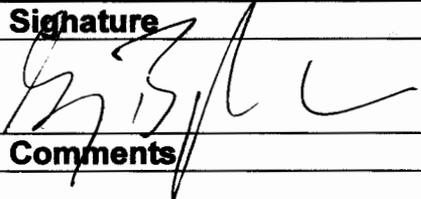
Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by: Rodney Knight, Airport Counsel
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		2/13/2020
	Printed Name	
	Kimberly Jones, Airport Director	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		3/4/20
	Comments	
Corporation Counsel	Signature	Date
		2/19/20
	Comments	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

2019 RES-482

**AUTHORIZING EXECUTION OF A LEASE OF LAND
FOR AIRCRAFT HANGAR USE AT THE
DANE COUNTY REGIONAL AIRPORT**

Lease No. DCRA 2019-12

Lease No. DCRA 2019-12 takes effect on April 1, 2020, upon expiration of the present land lease between Dane County and North Central Aviation Services, LLC involving a parcel of land at the Dane County Regional Airport on which North Central Aviation Services, LLC, Inc. has constructed an aircraft hangar. The area of the leasehold is 14,300 square feet. The new 20 year lease provides for an initial monthly rent of \$917.56, with subsequent yearly adjustments related to the Consumer Price Index.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are hereby authorized to execute, on behalf of the County of Dane, a ground lease, Lease No. DCRA 2019-12, with North Central Aviation Services, LLC, Inc., as set forth above.

13943

LEASE NO. DCRA 2019-12

DANE COUNTY, WISCONSIN

AND

NORTH CENTRAL AVIATION SERVICES, LLC

HANGAR GROUND LEASE

Dane County Regional Airport
Madison, Wisconsin

Lease No. DCRA 2019-12

This Lease is made and entered into by and between Dane County, Wisconsin ("Lessor"), a Wisconsin quasi-municipal corporation, and North Central Aviation Services, LLC ("Lessee"), a company organized under the laws of the State of Wisconsin, and shall be effective as of the date it is fully executed by both parties and payment by Lessee to Lessor is made pursuant to Section 7 below.

WITNESSETH:

WHEREAS Lessor is the owner of certain lands in the City of Madison, Wisconsin, known as the Dane County Regional Airport (the "Airport"), which includes aeronautical facilities, buildings, and other facilities related to the operation of an airport; and

WHEREAS Lessor and Lessee are landlord and tenant, respectively, pursuant to a Hangar Ground Lease identified as Lease No. DCRA 99-3, dated November 8, 1999 and expiring on February 29, 2020, pursuant to which Lessee has constructed on the premises leased thereunder an aircraft storage hangar and associated improvements; and

WHEREAS Lessor and Lessee desire to enter into a successor Hangar Ground Lease to be effective immediately upon the expiration of the foregoing Lease No. DCRA 99-3.

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. Leased Premises. Lessor hereby leases to Lessee for its exclusive use premises (the "Leased Premises") consisting of a parcel of land at the Airport of 14,300 square feet, as described and depicted on the attached Exhibit A. Lessor further grants to Lessee, subject to all applicable laws, regulations, and Airport

policies, the nonexclusive right to use the runways, taxiways and similar common areas of the Airport. The aircraft storage hangar and associated improvements existing on the Leased Premises as of the Commencement Date set forth below are not included within the definition of the Leased Premises.

2. Lease Term. This Lease shall be in effect for a term of twenty years, commencing on March 1, 2020 (the "Commencement Date"), and expiring at 11:59 p.m. on February 29, 2040. The above referenced Lease No. DCRA 99-3 shall terminate as of the Commencement Date and this Lease shall thereafter be controlling with respect to the landlord-tenant relationship between the parties hereto.

3. Rent. In consideration for the rights granted under this Lease, Lessee shall pay to Lessor rent of \$.77 per annum for each square foot of the Leased Premises, payable from the Commencement Date through the first year of the term hereof in monthly installments of \$917.56 each, and thereafter as adjusted under Section 4 of this Lease. Rent shall be paid in advance and is due on or before the first day of each month during the Lease term. Payment of rent shall be by check made payable to County of Dane, Wisconsin, and shall be paid at the Office of the Airport Director, 4000 International Lane, Madison, Wisconsin, 53704, such that it is received by the close of business on the date due. Overdue rent payments shall incur interest at the rate of one percent per month, from the due date until paid in full.

4. Rent Adjustment. Rent due hereunder shall be adjusted on the first day of the second and each subsequent Lease Year based on changes in the Consumer Price Index, U.S. City Average, All Items, all Urban Consumers (hereinafter, the "CPI"), provided that in no event shall the annual rent for a Lease Year be lower than the rate established for the prior Lease Year. Said adjustment establishing each new annual rent rate shall be calculated using the following formula.

New Annual Rate:

Current Annual Rate X $\frac{\text{CPI Index for December of most recent year}}{\text{CPI Index for December of next most recent year}}$

For example, the rate for the March 1, 2024 through February 28, 2025 lease year will be:

Rate for 2023-2024 Lease Year X $\frac{\text{CPI Index for December of 2023}}{\text{CPI Index for December of 2022}}$

Notwithstanding application of the foregoing formula, the maximum annual rent increase shall not exceed three percent. As adjusted, the annual rent shall be paid in 12 equal monthly installments payable as set forth in Section 3 above. In the event publication of the CPI is terminated, or its method of calculation is significantly altered, then such periodic adjustment shall be made by application of the index that, in Lessor's reasonable discretion, is the index most commonly used in the aviation industry or, if there is no such standard, in the rental industry generally.

5. Rent Assessment for Major Expenditures. Lessor may assess Lessee additional rent for Major Expenditures incurred by Lessor due to Lessee's tenancy at the airport. For purposes of this section, Major Expenditure shall be defined as a capital expenditure of a special, non-recurring nature that (a) is not associated with the normal prior operation of the Airport but is imposed on the Airport by new state or federal rule or regulation; (b) is imposed due to Lessee's activities at the Airport; and (c) is in an amount of \$10,000 or more. If the Major Expenditure is imposed in part due to Lessee's activities at the Airport, and in part due to the activities of others at the Airport, Lessee shall be charged only for that portion of the Major Expenditure that is allocable to Lessee's activities. Additional rent assessed hereunder shall equal the amount of the Major Expenditure and shall be paid in a lump sum or amortized with three percent annual interest over the remaining months in the term of the Lease and paid by Lessee to Lessor with Lessee's regular rent payments.

6. Right to Construct Improvements. During the term of this Lease, Lessee shall not construct or install improvements on the Leased Premises, or make exterior modifications or attach exterior fixtures to the improvements present on the Leased Premises on the Commencement Date without the written approval of the Airport Director, which shall not be unreasonably withheld or delayed. Lessee need not obtain the approval of the Airport Director to modify, renovate, or repair the interior of any structure on the Leased Premises, and may maintain and repair other improvements present on the Leased Premises as of the Commencement Date without the approval of the Airport Director. Prior to the performance of work requiring Airport Director approval hereunder or the use of equipment extending 25 feet or more above grade, Lessee shall file with the FAA a complete and accurate FAA Form 7460-1, and may not proceed with such work unless the FAA issues a finding that the work or underlying use does not present a hazard to air navigation.

7. Title to Improvements and Waiver of Right to Require Removal. Until this Lease expires or is earlier terminated under its terms, Lessee shall continue to hold title to the hangar and associated improvements present on the Leased Premises as of the Commencement Date. In consideration for Lessor's waiver of its right, pursuant to the terms of the above referenced Lease No. DCRA 99-3, to require removal of said hangar and associated improvements from the Leased Premises upon expiration of Lease No. DCRA 99-3, Lessee shall upon full execution of this Lease pay to Lessor \$28,800.

8. Aircraft Storage, Maintenance and Vehicular Parking. Lessee shall have the right to store and maintain one or more aircraft in the hangar on the Leased Premises under the terms and conditions set forth herein and according to applicable provisions of the Dane County Code of Ordinances, said Ordinances being fully incorporated into this Lease. Temporary parking of automobiles or other vehicles in the hangar while Lessee, or an affiliate of Lessee, is using aircraft otherwise stored in the hangar is permitted.

9. Equipment Operation and Use of Taxiway. Lessee shall have the right to install, operate, maintain, repair and store, subject to approval of the Airport Director and in accordance with Chapter 68, Dane County Code of Ordinances, equipment directly associated with hangar maintenance and storage and maintenance of aircraft on the Leased Premises. Except for small quantities of fuel for use in equipment such as lawn mowers, Lessee shall not dispense or store fuels of any kind without Lessor's express written approval, which shall not be unreasonably withheld or delayed. Lessee shall cooperate with the Airport and other users of the taxiways serving the Leased Premises to avoid congestion and obstruction to the authorized usage of such taxiways.
10. Right of Ingress and Egress. Lessee, Lessee's affiliates, employees, agents, contractors, suppliers, invitees, and sublessees shall have the right to enter and depart from the Leased Premises in accordance with security programs, policy, regulations, and directives adopted or issued by the Transportation Security Administration or the Airport.
11. No Unauthorized Use. The Leased Premises are not to be used in any manner other than that expressly authorized herein without the written consent of the Airport Director.
12. Quiet Enjoyment. Lessor agrees that upon payment of the rent and performance of the covenants and agreements established hereunder, Lessee shall peaceably have and enjoy the Leased Premises and the nonexclusive right to use the runways, taxiways and similar common areas of the Airport.
13. Access to Leased Premises. Lessor shall have the right to enter upon the Leased Premises at any reasonable time during normal business hours for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants and conditions of this Lease and all regulations

and standards of the Airport. Except in the case of exigent circumstances, Lessor shall provide Lessee advance notice of at least two hours prior to inspections under this section.

14. Airport Improvement. Lessor shall have the right to develop or improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or from Lessee, provided such development or improvement does not have a material adverse effect upon Lessee's use and enjoyment of the Leased Premises or Lessee's use of the taxiways and access to the Airport as described herein.

15. Military Provision. During time of war or national emergency as determined by Congress or the President, if Lessor is required to do so by the United States or State of Wisconsin, Lessor shall have the right to lease any part of the Airport to the United States or State of Wisconsin for military or governmental use and the provisions of this Lease, insofar as they are inconsistent with the provisions of such a lease with the United States or State of Wisconsin, shall be suspended and Lessee shall have no recourse against Lessor therefor, except for abatement of rent and extension of the Lease term in the manner described in Section 16 for such suspension period.

16. Subordination. This Lease shall be subordinate to existing and future FAA regulation and the provisions of any existing or future agreement between Lessor and the United States Government or Lessor and the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which agreement has been, or may be, required as a condition precedent to a grant of federal or state funds for the development of the Airport. Should the effect of such regulation or agreement be to substantially destroy the value of improvements constructed as authorized under this Lease or rights granted hereunder, Lessee shall have the right to terminate this Lease and recover damages from Lessor as set forth in Section 36 below. Lessee's obligation to pay rent shall be suspended

for any month or months that Lessee shall be denied use of the Leased Premises by reason of the execution of the type of agreement described in the first sentence of this Section or in Section 15. At Lessee's option, to be exercised by delivery of written notice to Lessor within thirty days following the end of any such period during which the payment of rent is suspended hereunder, the term of this Lease shall be extended by the number of days this Lease was suspended. All rights granted Lessee under this Lease are subject and subordinate to the terms and conditions of the instruments under which Dane County has acquired and improved the Airport.

17. Airport Protection Clause. Lessor hereby reserves for the use and benefit of the public the right to pursue all operations of the Airport, including the right of aircraft to fly in the airspace overlying the Leased Premises, together with the right of said aircraft to cause such noise and vibration as may be inherent in the operation of aircraft on or in the vicinity of the Airport. Lessee shall not use or permit the use of the Leased Premises in any manner that causes or creates interference with communication between the Airport and aircraft, difficulty in distinguishing Airport lights and markers, interference with visibility between aircraft and the Airport, conditions that attract birds or other wildlife that may pose hazards to aviation, or other hazards to the operation of aircraft at or in the vicinity of the Airport.

18. Building and Use Restrictions. Lessor reserves the right to take any action it considers reasonably necessary to protect the aerial approaches of the Airport against obstruction, together with the right to remove or prevent Lessee from placing, erecting, or permitting to be placed or erected, any building, structure, device or equipment on the Leased Premises which Lessor reasonably determines would constitute a hazard to aviation or violation of FAA directive, advisory or regulation.

19. Report Forms. Lessor shall have the right to prescribe and furnish forms for the making of any reports required of Lessee under this Lease or by directive of the Airport Director and, if so furnished, Lessee shall use only such forms for the prescribed purpose.
20. Condition of Leased Premises. Lessee accepts the Leased Premises and airport improvements associated with the use of the Leased Premises in the condition existing upon the Commencement Date.
21. Maintenance. Lessee shall, at its sole cost and expense, keep in clean and orderly condition and good repair the Leased Premises and all improvements thereon. Lessee shall not engage in or permit outside storage of equipment, materials, supplies, aircraft or aircraft parts, and shall, at its own expense, provide regular grass mowing and needed snow removal services for the Leased Premises. Should Lessee fail to maintain the Leased Premises in clean and orderly condition and good repair, as is reasonably required in order to preserve and protect the general appearance and value of the Airport and Lessor's property in the vicinity of the Leased Premises, and, if such failure is not remedied by Lessee within 10 days after receipt of written notice thereof, Lessor shall have the right to enter on the Leased Premises where necessary and perform the work needed to remedy said failure to maintain the Leased Premises, the cost of which shall be borne by Lessee.
22. Signs and Illumination. Lessee shall secure the written approval of the Airport Director before installing exterior illumination or exterior signs in addition to or different than that existing on the Commencement Date. The approval required hereunder shall not be unreasonably withheld or delayed. Notwithstanding approval granted hereunder, lights and signs installed on the Leased Premises shall be forthwith removed or appropriately modified upon Lessor's determination that the lighting or signage presents a hazard to aviation.

23. Utilities. Lessee shall pay for all utilities and services supplied to the Leased Premises, including the cost of installing and maintaining related metering devices, as required by a utility or service provider. Lessor shall have the right, without cost to Lessee and without reimbursement to Lessee for any inconvenience, to install and maintain on unimproved portions of the Leased Premises, underground sewer, water, gas, electric, and telephone and data lines and cables necessary to the operation of the Airport or to service other tenants of Lessor. Lessor shall carry out any such work so as not to unreasonably interfere with Lessee's use of the Leased Premises and shall pay for all such work so as to prevent liens from attaching to the Leased Premises.
24. Nondiscrimination. Lessee, for itself, its representatives, successors and assigns, does hereby covenant and agree that (a) no person on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises or any improvement thereon, including employment matters related thereto; that (b) in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person shall be subjected to discrimination on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States; that (c) the Lessee shall use the Leased Premises in compliance with all 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, as said regulations may be amended; and that (d) Lessee shall provide access to the Leased Premises, and any activity conducted thereon, for the physically disabled as required by all applicable federal, state and local laws and regulations. With respect (a) and (b) above, notwithstanding the language of such clauses, conviction record may be considered in employment matters where the conviction substantially relates to the position.

25. Compliance with Federal Transportation Security Regulations. Lessee shall comply with Federal Transportation Security Regulation Part 1542 and Lessor's Airport Security Plan, which plan sets out the requirements of Part 1542. Lessee further agrees that forfeitures or fines levied upon Lessor or the Airport through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state or local regulation, due to the acts or omissions of Lessee, Lessee's employees, agents, suppliers, invitees or guests shall be borne by Lessee.
26. Security Audit. Lessee shall, pursuant to applicable federal regulations, conduct an annual self-audit of Airport access media, such as keys and access cards, used by Lessee, Lessee's employees, agents, suppliers, invitees, sublessees or guests. Lessee shall annually provide Lessor with a written report of said audits. Lessee shall replace, reset or re-key, as directed by Lessor, all affected Airport area access locks or devices whenever said audits show that missing, lost or stolen access media exceed five per cent of the access media issued to Lessee for the affected lock or device.
27. Indemnification and Hold Harmless. Neither party to this Lease shall be liable for the consequences of the acts or omissions of the other party or those of the other party's employees, agents, invitees, and licensees while conducting activities authorized under this Lease. Each party to this Lease shall be responsible for the consequences of its own acts or omissions and those of its employees,

agents, invitees, and licensees, consistent with the manner in which such responsibility may be affected by federal or state law, and each party shall indemnify and hold the other party harmless for demands or claims for losses, costs, attorney fees, expenses and damages of any kind based on the indemnifying party's own acts or omissions or those of the indemnifying party's employees, agents, invitees, and licensees arising out of or allegedly arising out of or in connection with activities authorized under this Lease.

28. Insurance Requirements. Lessee shall, upon execution of this Lease, provide Comprehensive General Liability Insurance for bodily injuries or death arising out of any one accident or from other cause, in a minimum sum of \$2,000,000 per occurrence for bodily injury and, in addition, shall provide Comprehensive Property Damage Liability Insurance in a minimum sum of \$2,000,000 for property damage arising from any one accident or other cause. Lessee shall maintain said insurance with insurance companies authorized to do business in the State of Wisconsin and approved by the Airport Director, which approval shall not be unreasonably withheld or delayed. All policies shall name Lessor as an additional insured. Lessee annually shall furnish Lessor with certificates of insurance evidencing that the insurance policies required hereunder are in full force and effect during the entire term of this Lease. Each of the foregoing policies shall contain a provision that insurer shall endeavor to send to Lessor written notice of cancellation or any material change in the terms of the policy at least 10 days in advance of the effective date thereof. Further, if insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the effective date of this Lease and the certificate of insurance shall state that coverage is claims-made and indicate the retroactive date.
29. Assignment, Subleasing and Prohibition of Commercial Activity. Lessee shall not at any time assign all or any part of this agreement without prior written approval of the Airport Director, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, upon notice to the Airport Director, Lessee shall

be entitled to assign all or any part of this Lease or sublease all or any portion of the Leased Premises to an affiliate of Lessee without the prior written approval of the Airport Director. Lessee has given notice of a sublease of its hangar improvements to M2A, LLC, an affiliate of Lessee. Lessee shall not use or permit others to use the Leased Premises for the activities of a Fixed Base Operator and shall not engage in or permit others to engage in commercial activities on the Leased Premises, including the provision for remuneration of aeronautical services such as, but not limited to, charter services, aircraft preparation, aircraft program management, aircraft rental, and aircraft maintenance, service or repair.

30. Changes in Ownership. Any sale or other transfer, including transfer by consolidation, merger or reorganization, of twenty-five percent or more of the voting stock, the partnership interests, or membership interests of Lessee in a single transaction or in multiple related transactions to individuals not related to the individuals in control of Lessee on the Commencement Date shall be deemed to be an assignment for purposes of this Lease
31. Taxes, Fees, and Charges. Lessee agrees to pay as they become due any and all taxes, fees, assessments or charges of any type, levied by an entity with authority to do so, against the Leased Premises or any improvements, activity or property of any kind thereon.
32. Compliance With Laws. Lessee shall give prompt notice to Lessor of any written notice it receives of the violation of any law, regulation, order or requirement of any public authority with respect to the Leased Premises or the exercise of rights granted herein. Lessee shall comply with all laws, regulations orders and requirements of state, federal, and municipal authorities, whether existing on the effective date of this Lease or later adopted.
33. Airfield Maintenance. Except as otherwise specifically provided herein, during the term of this Lease, Lessor shall reasonably operate, maintain and keep in

good condition and repair all appurtenances, facilities and services now or hereafter connected with the Airport, including without limitation all runways, taxiways and field lighting. Notwithstanding the foregoing, Lessee shall be responsible for the cost of maintenance and repairs occasioned by the negligent acts or omissions of Lessee, Lessee's employees, agents, invitees, or licensees. Lessor shall keep the Airport Air Operations Area, as established by the Airport designated perimeter fence, free from obstructions, including the clearing and removal of snow, grass, stones, or other foreign objects, as reasonably necessary and with reasonable promptness in accordance with established priorities, from the runways, taxiways, and areas immediately adjacent to such areas, for the safe, convenient, and proper use of the Airport by Lessee, and shall maintain and operate the Airport in all respects in a manner at least equal to the standards or rating issued by the FAA for airports of substantially similar size and character. Lessor is not required to remove snow or mow grass outside the Airport Air Operations Area or where such duties are assigned to Lessee under this Lease. Lessee shall be responsible for snow removal on the apron adjacent to its hangar to a distance of 20 feet from the hangar.

34. Termination by Lessee. In addition to any right of termination granted above, Lessee may terminate this Lease upon 30 days advanced written notice to Lessor if one or more of the following events occur:
- A. Lessee is prevented from using a substantial portion of the runways and taxiways at the Airport for a period of at least 30 consecutive days, due to a condition at the Airport that is within the control of Lessor and not attributable to acts or omissions of Lessee.
 - B. Lessor fails to remedy any breach of its obligations under this Lease within 30 days after Lessee gives Lessor written notice specifically describing such breach.

Continued payment of rent by Lessee after it has the right to terminate hereunder shall not act as a waiver of such right.

35. Termination by Lessor. Lessor may terminate the Lease upon 30 days advance written notice to Lessee if one or more of the following events occur:

- A. Lessee voluntarily seeks protection under any insolvency statute, files a petition seeking the liquidation of Lessee's assets or a reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof or makes a general assignment for the benefit of creditors;
- B. A creditor of Lessee or other third party files a petition seeking the liquidation of Lessee's assets or a reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, and such petition is not dismissed within ninety days thereafter;
- C. There becomes effective an assignment or other transfer of ownership interest in this Lease or any portion thereof, by operation of law, order of court or otherwise, except as expressly permitted under this Lease, and such assignment or transfer is not nullified and reversed within thirty days after delivery by Lessor to Lessee of written notice of default;
- D. A receiver, trustee, or liquidator takes possession or control of all or substantially all the property of the Lessee, or an execution or attachment is issued against the Lessee or any of its property, whereupon possession of the Leased Premises is to be taken by someone other than Lessee, and any such possession or control shall continue in effect for a period of 90 days;

- E. There is filed a lien against the Leased Premises or any improvements thereon because of any act or omission of Lessee or other user of the Leased Premises and such lien is not removed or bonded within 60 days after delivery by Lessor to Lessee of written notice of default;
- F. Lessee voluntarily abandons its use of the Leased Premises;
- G. Lessee fails to pay the rent due under this Lease or to timely make any other payment to Lessor as required hereunder and such failure shall continue for 15 days after written notice thereof is given to Lessee by Lessor; or
- H. With respect any obligation hereunder, other than Lessee's obligation to pay rent, Lessee breaches such obligation and fails to cure the breach within 30 days after receipt of notice of such breach from Lessor. No acceptance by Lessor of rents, fees, charges or other payments or waiver by Lessor of any default on the part of Lessee in performance hereunder shall act as a waiver by Lessor of the same or any subsequent default or of any right granted Lessor herein.

36. Rights Upon Termination. In the event of termination of this Lease prior to the expiration date set forth in Section 2 above, the remedies of the parties shall be as follows.

- A. Upon termination of this Lease under Section 16 or Section 34 above, damages to Lessee shall be limited exclusively to the recovery of the value of any improvements constructed on the Leased Premises pursuant to rights granted herein or pursuant to Lease No. DCRA 99-3, including without limitation the value of the aircraft storage hangar and associated improvements existing on the Leased Premises as of the Commencement Date. The value of such improvements at the time of termination shall be net book value of the improvements, determined on a straight-line basis over the term of the Lease, deeming the value of the improvements to be \$28,800 on

the Commencement Date and zero on the expiration of this Lease. Upon payment by Lessor of said damages clear title to the improvements shall be conveyed to Lessor and the improvements shall become the sole property of Lessor. Lessee may, at its option, in lieu of accepting the net book value of such improvements, and as its exclusive alternative remedy, remove any improvements it has made upon the Leased Premises, including the aircraft storage hangar and associated improvements existing on the Leased Premises as of the Commencement Date.

B. Upon expiration of the term of this Lease or termination under Section 35 above, Lessee shall, at Lessor's discretion, either convey to Lessor, without further consideration, clear title to all improvements it has made upon the Leased Premises or remove at its own expense any such improvements, including the aircraft storage hangar and associated improvements existing on the Leased Premises as of the Commencement Date and restore the Leased Premises to its condition at the effective date of Lease No. DCRA 99-3.

37. Misrepresentation and Invalid Provisions. All terms and conditions with respect to this Lease are contained herein, and each party hereto expressly agrees and specifically acknowledges by its execution of this Lease that it has not relied on any verbal promise, representation or warranty made by the other party, its employees or agents with respect to this Lease or any of the matters and rights addressed herein. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

38. Modification of Lease. This Lease may be modified or amended only in writing executed by duly authorized representatives of the parties hereto, such representative on the part of the County being the Airport Director.

39. Time is of the Essence. With respect to performance of all terms and conditions of this Lease by each of the parties hereto, time is and shall be of the essence. The covenants and conditions set forth in this Lease are meant to be binding upon the parties and are not to be construed as mere recitals.
40. Notices. Notices hereunder shall be sufficient and effective as of the date of post mark if sent by regular mail, postage prepaid, addressed to:

LESSOR: Dane County
c/o Airport Director
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

LESSEE: North Central Aviation Services, LLC
c/o North Central Group, Inc.
1600 Aspen Commons, Suite 200
P.O. Box 620994
Middleton, WI 53562

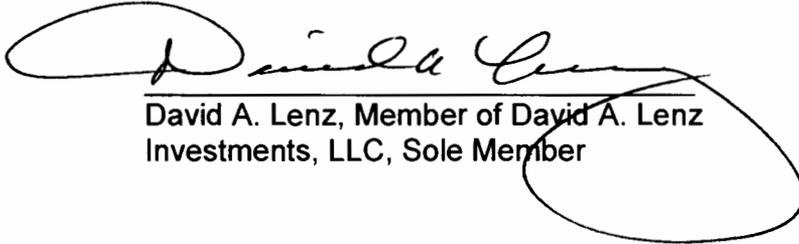
Or to such other addresses as the parties may designate to each other in writing from time-to-time. For the purposes of this Lease, each party's address shall be as provided hereunder.

41. Counterparts and Copies. The parties may evidence their agreement to be bound by the terms of this Lease upon one or more counterparts of this document, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Lease shall have the same effect for all purposes as an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Lease as of the dates so indicated.

FOR NORTH CENTRAL AVIATION SERVICES, LLC



David A. Lenz, Member of David A. Lenz
Investments, LLC, Sole Member

Date: 12-23-2019

FOR DANE COUNTY

Joe Parisi
Dane County Executive

Date: _____

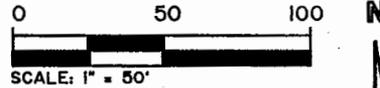
Scott McDonell
Dane County Clerk

Date: _____

CLIENT: DANE COUNTY REGIONAL AIRPORT
 4000 INTERNATIONAL LANE
 MADISON, WI 53704

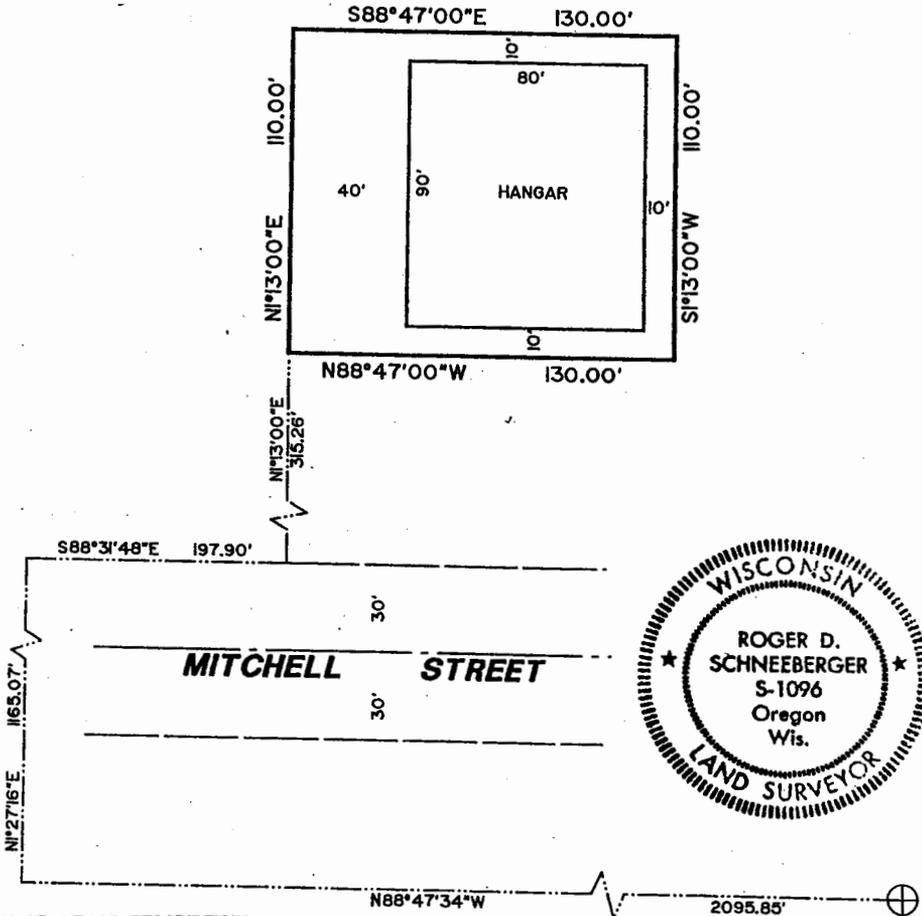
LEASE SURVEY

NORTH CENTRAL AVIATION SERVICES LLC
 (HANGAR)



LEGEND

⊕ WIS. DOT. ALUMINUM
 MONUMENT CAP IN
 CONCRETE FOUND



HANGAR LEASE DESCRIPTION

DESCRIPTION: A parcel of land located in the NW1/4-NE1/4 of Section 29, T8N, R10E, City of Madison, Township of Burke, Dane County, Wisconsin, more fully described as follows:

E1/4 CORNER
 SECTION 29
 T8N, R10E

Commencing at the East 1/4 corner of said Section 29, thence N88°47'34"W, along the east-west 1/4 line of said Section 29, 2095.85 feet; thence N13°00'E, 110.00 feet; thence S88°31'48"E, 197.90 feet; thence N13°00'E, 315.26 feet to the point of beginning; thence continuing N13°00'E, 110.00 feet; thence S88°47'00"E, 130.00 feet; thence S13°00"W, 110.00 feet; thence N88°47'00"W, 130.00 feet to the point of beginning.

Parcel contains 0.328 acres, more or less.

I, Roger D. Schneeberger, a registered land surveyor of the State of Wisconsin, do hereby certify that on August 24, 2000, at the request of Charles Peterson, the above-described property was surveyed under my direction and that the accompanying map is a correctly-dimensioned representation to scale of the exterior boundaries.



Mead & Hunt, Inc.
 6501 Watts Road, Suite 101
 Madison, Wisconsin 53719-2700
 Phone: 608-273-6380
 Fax: 608-273-6391

Roger D. Schneeberger
 Roger D. Schneeberger, S-1096

EXHIBIT A

Dwg. No. N 9353 S
 Sheet 1 of 1
 Job No. D101-20-00A
 h:\survey\00\w7790a.dgn