

**AIRPORT HANGAR LEASE**

**BETWEEN**

**WITTMAN REGIONAL AIRPORT (WINNEBAGO COUNTY)**

**AND**

Tracy Noack

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of February, 2023, by and between WINNEBAGO COUNTY, by its Aviation Committee, hereinafter referred to as the "LESSOR", and Tracy Noack, hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, the LESSOR owns and operates an airport which includes all aviation navigation facilities, said airport being known as Wittman Regional Airport located in Winnebago County, Wisconsin, and the LESSOR is desirous of leasing to LESSEE certain premises hereinafter more fully described, located on said airport, together with the right to use and enjoy individually and in common with others the facilities referred to; and

WHEREAS, the LESSEE will operate aircraft subject to Part 91 and other applicable Federal Aviation Regulations and said operations shall not be "for hire", and as said LESSEE desires to lease certain aircraft storage property and rights from the LESSOR.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein contained, LESSOR does hereby lease, demise and let to LESSEE, and said LESSEE does hereby hire, take and lease from LESSOR, the following premises, rights and easements on and to the airport upon the following terms and conditions.

1. PREMISES LEASED

The LESSOR does hereby lease to LESSEE the following described premises at said airport, with respect to which LESSEE is to have for the term of this Lease the exclusive use of said described premises as follows: (See Exhibit "A" attached for location of specific leased premises). Hangar Building L 809-C; 1,386 sq. ft. of aircraft storage building space.

2. RENTAL

The operator shall pay to the LESSOR rent for the leased premises hereunder as follows. Hangar Building L- 809-C

Year 1 - \$402.45 (Plus Sales Tax)  
(per month)

Year 2 – Pervious rental rate adjusted by the percentage increase in the Consumer Price Index – All Urban Consumers.

Year 3 - Pervious rental rate adjusted by the percentage increase in the Consumer Price Index – All Urban Consumers.

Rent shall be paid monthly, or quarterly.

3. TERM

A. The term of this Agreement shall be for three (3) years beginning February 1, 2023 and ending on January 31, 2026.

4. ACCEPTANCE OF PRESENT PREMISES

The LESSEE agrees to accept the land premises leased in present condition, and as presently equipped, and further agrees to surrender the same at the end of the term in as good condition as they are now, ordinary wear and depreciation by the elements only excepted.

5. ALTERATIONS AND IMPROVEMENTS

The LESSEE shall have the right to make improvements to the leased premises upon receipt of written approval from the LESSOR. Should the LESSEE install approved heating units at the sole expense of the LESSEE, the LESSEE shall have the right to remove or have the option to sell to the next LESSEE the actual heating units installed, provided that all permanent piping and hardware other than the actual units are left intact. All improvements shall be at LESSEE's sole expense. Such approval shall not be unreasonably withheld or delayed.

6. UTILITIES

The LESSEE shall pay for all necessary fuel for the premises leased during the period of his occupancy, and pay for all electricity, water, telephone and other similar type charges for facilities used by said LESSEE. LESSEE shall provide adequate trash removal services to meet his needs.

7. INSURANCE

A. User or Tenant agrees, at its own cost and expense, to furnish County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State.

Such insurance shall include Winnebago County as an additional insured as pertains to the negligence of the user or LESSEE. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Courthouse, P.O. Box 2808, Oshkosh, WI 54903. All such notices will name the user or LESSEE and identify the contract.

1. Aircraft Liability - with a minimum of \$1,000,000 - \$5,000,000 individuals, \$10,000,000 for commercial risks, \$50,000,000 for scheduled airlines Combined Single Limit of liability for Bodily Injury and Property Damage.

2. Commercial General Liability Insurance  
(non aircraft) - with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability.

This insurance shall include on the Certificate of Insurance the following coverage:

- a. Premises - Operations
- b. Products and Completed Operations
- c. Broad Form Property Damage
- d. Personal Injury
- e. Errors and Omissions; if applicable

3. Automobile Liability - insurance with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include Bodily Injury and Property Damage for the following coverage:

- a. Owned Automobiles
- b. Hired Automobiles
- c. Non-Owned Automobiles

4. Worker's Compensation - Statutory in compliance with the Compensation Law of the State. Included a Federal Longshoremen and Harbor Workers Endorsement, if applicable.

8. RIGHTS OF LESSEE

The LESSEE shall have:

A. The right in common with others authorized so to do, to use 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 of LESSEE.

B. The non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the LESSOR to charge visitors a fee for the use of such areas.

C. The right to install, operate, maintain, repair and store, subject to approval of the LESSOR in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of the LESSEE's operation.

D. The right in ingress to and egress from the demised premises limited to streets, driveways or sidewalks designated for such purposes by the LESSOR, which right shall extend to LESSEE's employees, passengers, guests, invitee, and patrons.

9. MAINTENANCE OF PREMISES LEASED

LESSEE will maintain the leased premises occupied by him in good order, and make such basic repairs and maintenance as are necessary.

In the event of fire or other casualty, the LESSOR may either repair or replace the building promptly; replace the damaged building, or cancel this agreements at LESSOR's sole option. LESSOR shall be responsible for structural repairs and maintenance of the leased premises, including roof, and electrical service. Replacement of light bulbs and air filters, together with custodial services, shall be the responsibility of the LESSEE.

10. ASSIGNMENT

LESSEE may not, at any time during the term of this Lease, assign, hypothecate, or transfer this Agreement or any interest therein, without the prior written consent of the LESSOR, but such consent shall not be unreasonably withheld or delayed. Aeronautical use, personal character and financial capacity shall be the three key factors evaluated by the LESSOR in reviewing a lease assignment request.

11. OTHER TERMS

The parties hereto, for themselves, their legal representatives, successors, and assigns, further covenant and agree as follows:

A. LESSEE agrees to observe and obey, during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by LESSOR and by any other proper authority having jurisdiction over the conduct of the LESSOR's operations at the Airport.

B. LESSEE agrees to at all times during the term of this Lease, indemnify, save harmless and defend the LESSOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury or property damage, with the LESSOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the LESSEE's acts, error or omissions, provided, however, that the provisions of

this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts, errors or omissions of the LESSOR, its agencies, boards, commissions, officers, employees or representatives.

C. So long as LESSEE conducts his operation in a fair, reasonable and workmanlike manner, he shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

D. LESSEE agrees that no signs or advertising matter may be erected without the written consent of the LESSOR.

12. CLOSING OF AIRPORT

During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in excess of 72 consecutive hours in such a manner as to interfere with the use of same by LESSEE, for his business operation, the rent shall abate and at the LESSEE's option, the period of such closure shall be added to the term of the Lease or any option period so as to extend and postpone the expiration thereof.

13. FIRE AND POLICE PROTECTION AND SNOW REMOVAL

The LESSOR agrees to extend to the LESSEE the same fire and police protection extended to the other tenants and facilities on the Airport. The LESSOR also agrees to provide snow removal services to within three feet of the LESSEE's hangar. All of the foregoing services to be at the LESSOR's expense and consistent with airport snow removal priorities.

14. FAILURE TO PAY RENT

Failure on the part of the LESSEE to pay the rent hereunder within thirty (30) days after same shall become due, except as provided in Paragraph 12, shall authorize LESSOR, at its option and without any legal proceedings, to declare this Lease void, cancel the same, and re-enter and take possession of the premises.

15. PERSONAL PROPERTY TAXES

The LESSEE shall pay all taxes or assessments that may be levied against the personal property of the LESSEE.

16. BREACH OF CONDITIONS

If the LESSEE shall violate any of the restrictions in this Lease, or shall fail to keep any of its covenants after written notice to cease such violation, and shall fail to correct such violation within thirty (30) days, the LESSOR may at once, if it so elects, terminate the same and take possession of the premises.

17. INSPECTION: LEASED PREMISES AND BOOKS & RECORDS OF LESSEE

The LESSOR, through its Airport Director, his/her designee, or its Aviation Committee, 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.

18. FURTHER DEVELOPMENT

The LESSOR reserves the right to further develop or improve the landing area and any or all other areas at the Airport as it deems proper. Any material change in LESSEE's use or enjoyment of the leased premises or the efficient operation of its business thereon shall require renegotiation of the agreement, or, LESSEE may, at its option and with 90 days written notice to LESSOR, terminate this agreement.

19. MAINTENANCE OF LANDING AREA

The LESSOR shall maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport within its financial ability.

20. EMERGENCY CONDITIONS

During the time of war or national emergency, the LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provision of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

21. PROTECTION OF AIRPORT

The LESSOR reserves the right to take any action it reasonably 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 reasonable opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

22. SUBORDINATION TO LEASE WITH UNITED STATES

This Lease shall be subordinate to the provisions of any existing or future agreement between the LESSOR and the United States, 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 of the Airport. If the subordination of this agreement to any agreements now or hereafter entered into between the LESSOR and the United States materially alters or inhibits LESSEE's use or enjoyment of the leased premises, LESSEE may, at its option and with 90 days written notice to LESSOR, terminate this agreement.

23. LESSEE TO OBEY RULES

The LESSEE shall abide by all the rules and regulations of the Town, City, County, State and Federal authorities respecting safety measure to be taken and observed in the use of said premises. The LESSEE shall be subject to such written rules and regulations as the Winnebago County Board or its Aviation Committee may adopt. Such rules and regulations shall not, however, be in conflict with the terms of this Agreement.

24. COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964

The LESSEE, in the use of the leased premises for himself, her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that (1) 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 said facilities; (2) that in the construction of any improvements on, over, or under such premises 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; (3) that the premises shall be used 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.

LESSEE, in the conduct of its authorized business activities on said demised premises and on said airport, shall furnish good, prompt, and efficient service adequate to meet the demands for its service at the airport, and shall furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that LESSEE shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

LESSEE shall have the right and privilege to engage in, and conduct all business operations authorized under the terms of this Lease, provided, however, that this agreement shall not be construed in any manner to grant the LESSEE, or those claiming under him the exclusive right to use the premises or facilities of the aforementioned Airport other than those premises leased exclusively to the LESSEE hereunder. (See Exhibit C).

25. RESOLUTION OF DISPUTES

This Agreement shall be covered by the laws of the State of Wisconsin. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties to this Agreement. In the event the parties proceed to arbitration; the following shall govern any such proceedings:

- A. The American Arbitration Association shall submit a panel of five arbitrators to the parties. The parties shall alternate strikes until one-arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.

- B. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
- C. Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
- D. Unless otherwise agreed by the parties, the arbitration hearing in this matter shall be limited to one day in length with the arbitrator providing each side equal time to present its case during the day.
- E. That any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees. Related to the discovery procedure, including but not limited to, witness and reporter's fees related to depositions, photocopying fees, postage fees, and delivery fees.
- F. That the arbitrator, in issuing any ruling with regard to any arbitration matter, shall issue a written decision which shall include written findings of fact and conclusions of law.
- G. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

26. COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW: Lessee understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), the County may be obligated to produce to a third party the records of a Lessee that are "produced or collected" by the Lessee under this Agreement ("Records"). Lessee is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Lessee acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Lessee is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in County's determination, County is required to produce the records to a third party in response to a public records request. Lessee's failure to retain and produce

Records as required by this paragraph shall constitute a material breach of this Agreement, and Lessee must defend and hold the County harmless from liability due such breach.

27. COVENANTS TO BE BINDING

The covenants, conditions and terms of this Agreement shall be binding upon the respective parties hereto, and on their heirs, executors, administrators and assigns.

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

WINNEBAGO COUNTY (LESSOR)

By: \_\_\_\_\_  
Jon Doemel  
County Executive

\_\_\_\_\_  
Susan T. Ertmer  
County Clerk

(LESSEE)

By: \_\_\_\_\_  
Tracy Noack