



**City of Richland Center
Municipal Airport**

28694 County Hwy B
Sextonville, WI. 53584
Cross Street: County Hwy B and Hwy 14



PRIVATE HANGAR LOT LEASE

THIS AGREEMENT, is made by and between **The City of Richland Center**, a municipal corporation of the State of Wisconsin, addressed in care of the City of Richland Center Airport Manager, 450 S Main Street, Richland Center, Wisconsin 53581, hereinafter called the Lessor, and (Name) _____, (Address) _____, (City, State, Zip) _____, hereinafter called the Lessee.

WHEREAS, the Lessor, is the owner of the Richland City Municipal Airport, located in Section 6 of the town of Buena Vista near the unincorporated Village of Sextonville, Richland County, Wisconsin; and

WHEREAS, the Lessor is vested with jurisdiction for the construction, improvement, equipment, maintenance and operation of said airport; and

WHEREAS, Lessor and Lessee each desire to enter into a Lease of a portion of the Airport premises located in the BOA - Terminal Area Plan (TAP) for use by the Lessee as a private aircraft hangar, in accordance with the terms of this Agreement and any ordinances or rules and regulations governing the use and operation of the Airport as now exist or may hereafter be adopted;

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, conditions and provisions herein contained, Lessor and Lessee agree as follows:

1. **LEASED PREMISES.** Lessor leases to Lessee that portion of the premises on the Richland City Municipal Airport hereafter described in Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises") in order for Lessee to construct and or use up to the square foot aircraft hangar building for the purpose of storing aircraft as indicated in Appendix A. The Lease Premises shall also include a ____ (___), foot setback (As established by Building Code) on the sides and back of the hangar building. Provided, however, that Lessor reserves a perpetual right, privilege and easement to construct, maintain and operate any utilities, and appurtenances thereto, in, upon, under, across, and through the Leased Premises, together with the right of ingress to and egress from said Leased Premises for the purpose of constructing, inspecting, repairing, maintaining and replacing any utility located thereon, and for doing anything necessary, useful or convenient for the full enjoyment of the easement reserved herein. Further, Lessor reserves a perpetual easement and right to deposit snow upon the Leased Premises, provided that such use does not unreasonably interfere with Lessee's use of the Leased Premises.

2. **TERM.** The term of this Lease shall commence on the ____ day of _____ in the year 20____, and shall be for a period of _____ (____) years. Lessee shall have the right and option to renew and extend this Lease for an additional term of _____ (____) years beginning on the expiration of the initial term of this Lease. The extended term shall be subject to all the covenants, provisions and agreements of this Lease. Lessee shall exercise the option to renew by giving Lessor a written notice thereof not less than one (1) year prior to the expiration of the term of this Lease.

3. **TITLE TO HANGAR BUILDING.** Title to the hangar building erected by Lessee shall remain with the Lessee; provided, however, upon termination of this Lease, Lessee shall remove the building and all other improvements and alterations to the premises made by Lessee, and shall restore the premises to the condition existing at the commencement of this Lease, unless the written consent of the Lessor is obtained to leave any of the improvements in place.

4. **HANGAR CONSTRUCTION.** (a) Lessee shall have the right to erect, maintain, use for the purposes herein provided, and alter an aircraft hangar building on the Lease Premises as described in Appendix A. All such construction and maintenance shall be solely at the expense of the Lessee.

(b) The design and construction of said building shall conform to the appropriate code requirements of the Wisconsin Department of Commerce and the International Building Codes adopted in 2002 for the use, either private or commercial, contemplated by Lessee, and applicable portions of any ordinance in effect. Further, all plans for such buildings any related structures and other improvements shall be reviewed and approved in writing by Lessor's representative prior to construction. Such approval by Lessee may include, but not be limited to the following elements: (1) color; (2) building materials; (3) design, including dimensions; and (4) such other design aspects as are deemed significant by Lessor. Lessee must then build the hangar strictly in conformance with the approved plans; any change therefrom must be approved in writing by the Lessor. (Directions of the land use application with County of Richland and Pre-Construction Information is under separate letter or memorandum from the Airport Manager)

(c) It is understood and agreed that any building constructed on the Leased Premises shall have a setback as required in Appendix A from the boundaries of the Leased Premises, except that the front of the hangar shall be built upon the front line of the Leased Premises facing the public taxiway serving the Leased Premises.

(d) Lessee may undertake interior construction in the buildings erected by Lessee on the Leased Premises without the consent of Lessor, provided that all such interior construction shall be done in accordance with all applicable City Ordinances and Building codes.

(e) Lessee shall provide a paved access taxiway from the hangar to the public taxiway.

(f) Lessee shall complete the construction of all buildings, landscaping and

access roads no later than ninety (90) days from the date of this Lease. Failure to complete the construction within this time period, without the express written permission of Lessor, shall be deemed a default of this Lease and shall constitute grounds for Lessor to exercise its default rights under Paragraph 14 of this Lease.

5. **PREMISES TO BE MAINTAINED.** Lessee shall maintain the Leased Premises occupied hereunder in good order and repair, and shall not store or otherwise permit to remain outside the hangar any debris, or other items of personal property. The Lessor shall provide for the mowing of grass around the hangar building unless the Lessee notifies the Lessor in writing of the Lessee's election to provide mowing of the Leased Premises around the hangar building, in which case the Lessee shall thereafter be responsible for such mowing. The Lessor shall be responsible for any damage to the Lessee's property caused by its mowing or other airport grounds maintenance activities. The Lessee shall provide for the removal of snow and ice from the private access taxiway serving the hangar constructed upon the Leased Premises. In the event of fire, windstorm or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the structures or remove the damaged structure(s) and restore the leased area to its original condition. Such action must be accomplished within 120 days of the date the damage occurred.

6. **TAXES.** Lessee shall pay all taxes or assessments that may be levied against the personal property of Lessee, including the hangar which Lessee will erect on the Leased Premises.

7. **SIGNS.** Lessee agrees that no signs or advertising matter may be erected on the Leased Premises or the airport premises without prior written consent of Lessor.

8. **INSPECTION.** Lessor reserves the right to enter upon the Leased 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 Lease or the provisions of any applicable statute, ordinance or airport rules and regulations.

9. **NON-EXCLUSIVE USE OF AIRPORT BY LESSEE.** Lessee shall have the right of ingress and egress over the airport property to the Leased Premises and shall have the non-exclusive use in common with others of the public portion of the airport property, including runways, taxiways, aprons, roadways and other conveniences for the take-off, flying and landing of aircraft.

10. **USE OF LEASED PREMISES BY LESSEE.** (a) Lessee shall operate the Leased Premises primarily for the use and storage of aircraft. Lessee agrees not to engage in any commercial activity, including any commercial aeronautical activity, including, but not limited to, flight instruction, gasoline storage or dispensing, aircraft maintenance, aerial spraying, storage of agricultural chemicals, or any other aircraft servicing facility unless Lessee shall first meet the Minimum Standards adopted by the Lessor and the then-existing terms required by the Lessor for a Fixed Base Operator Lease. If during the Lease Term, or any renewals or extensions thereof, Lessee desires to engage in one or more commercial aeronautical services at the Richland City Municipal Airport, such use shall be reviewed and shall be subject to the written approval of Lessor

and Lessee understands and agrees that the following preconditions must be satisfied:

(1) All buildings on the Leased Premises must be inspected by the appropriate agency and shall conform to applicable building code requirements for commercial operations as established by the Wisconsin Department of Commerce and pertinent portions of any applicable ordinance in effect. All plans for such buildings or structures shall be reviewed and approved by the building inspector in writing by Lessor prior to any commercial use thereof.

(2) Lessee shall provide satisfactory written evidence to Lessor that Lessee has satisfied all applicable Minimum Standards and is following all airport ordinances, rules and regulations adopted by the Lessor and any applicable zoning regulations.

(3) At such time as Lessee fulfills the Minimum Standards and all other applicable ordinances in regard to the operation of a commercial activity on the Leased Premises, the annual land lease rental fee to be paid by Lessee may be increased from the present rate to the then current commercial lease rate established by Lessor. The rent shall be adjusted pro-rata based upon the date that Lessee's commercial operation is approved by Lessor. Lessee acknowledges and understands that the commercial lease rate shall also be subject to periodic adjustments by Lessor as provided in the Rent section of this Lease.

(b) The provisions of the foregoing sub-section notwithstanding, if the Lessee is in compliance with the insurance requirements set forth in paragraph 11 of this Lease, the Lessee shall be entitled to engage in maintenance activities permitted by applicable Federal Aviation Regulations on his own aircraft provided that such maintenance activities can be accomplished through the use of hand tools and small power tools. Lessee shall not, however, be permitted to store or maintain hazardous, flammable or toxic materials on the Leased Premises; except that Lessee may maintain aviation fuel and oil in the tanks and crankcase of the stored aircraft, and small quantities of unused oil and not more than fifteen (15) gallons of materials used in the maintenance of the stored aircraft such as cleaning solvents.

(c) Lessee shall be entitled to the personal use of additional equipment and tools, such as an air compressor or acetylene torch, upon the execution of an Addendum to this Lease upon terms acceptable to Lessor providing such additional insurance, operational and safety restrictions and regulations as the Lessor deems reasonably appropriate considering the contemplated activity of the Lessor.

11. **INSURANCE.** (a) Unless Lessee's activities upon the Leased Premises are limited solely to the storage of aircraft, and exclude any maintenance or other activities, Lessee shall maintain minimum public liability insurance coverage in the amount of \$100,000 each person and \$300,000 each accident for bodily injury or wrongful death and \$300,000 for property damage, or, alternatively, a combined single limit of \$300,000 covering Lessee's activities on the Leased Premises, and shall have

Lessor named as an additional insured on such policy. Such insurance shall indemnify Lessor and hold it harmless from any claims, damages, judgments and expenses, including reasonable attorney's fees, resulting from the acts or omissions of the Lessee. The policy or policies shall provide that the insurance shall not be canceled nor shall there be any change in the scope or amount of coverage of the policy unless 30 days prior written notice shall have been given to Lessee and Lessor.

(b) The policy or policies, or certificate thereof, shall be delivered to Lessor upon commencement of the term of this Lease, and upon each renewal of the insurance. The amount of insurance coverage provided in this paragraph shall be subject to reasonable revision by the Committee every five (5) years.

12. **RENT.** (a) Lessee shall pay to Lessor an annual rent of (_____) cents per square foot of land leased for the footprint of the hangar building, amounting to \$_____ for a ___' x ___' space per year. (There shall be no additional charge for the set-back area to be maintained as described in Appendix A the back and sides of the hangar building.) Said land rent shall be payable annually on the 31st day of January for the current year commencing with January 31, _____.

(b) Prior to the end of the first (1) year and every three (3) year period thereafter during the term of this lease, the Lessor and the Lessee shall meet and review the land rental rate provided herein. It is expressly understood between the parties that the Lessor shall have the right to establish a higher land rental rate, to be effective as of the first day of a three year period succeeding the initial review period or last previous review period for which an adjusted rent was established, provided that the Lessee shall have the option of continuing the currently prevailing rent for the succeeding three year period, upon completion of which this Agreement shall terminate unless Lessee shall exercise the further option of continuing the Agreement by paying to Lessor, more than thirty (30) days prior to the expiration of said three (3) years, the difference between the amount actually paid by Lessee and the amount Lessor had established, hereunder, together with interest on said difference at the rate provided by Sec. 815.05(8), Wisconsin Statutes. However, the term provided under Paragraph 2 shall not be subject to extension by the option herein provided.

(c) Provided, however, that rent increases pursuant to the foregoing provisions shall not in any three-year period exceed the total cumulative rate of national consumer price inflation during such prior three-year period plus five (5%) per cent per year.

13. **NO ASSIGNMENT.** (a) Lessee shall not, at any time during the term of this Lease, assign, sublet or transfer the Leased Premises, or any interest therein, without the prior written consent of the Lessor: provided that, Lessor shall not unreasonably withhold its consent to an assignment of the Leased Premises where Lessee has transferred ownership of the improvements on the Leased Premises. Any assignment or sub-lease approved by Lessor shall be subject and subordinate to this Lease and shall not release Lessee from any obligation or liability whatsoever for the full performance of all the terms, covenants and conditions under this Lease unless Lessor specifically consents in writing to such assignment and release.

(b) Provided, however, the Lessee shall be entitled to sub-lease to others for the sole purpose of aircraft storage for periods not exceeding six (6) months in any twelve (12) month period without the consent of the Lessor upon first providing the Lessor with written notification of such short-term sub-lease stating the name, address and telephone number of the sub-lessee, the registration number of the aircraft to be stored, and the anticipated length of the sub-lease. Any sub-lease under the provisions of this sub-paragraph shall not release the Lessee from any obligation or liability under this Lease.

14. **DEFAULT.** Lessee shall be deemed in default of this Lease upon occurrence of any one or more of the following events:

- (a) The failure to pay rent within thirty (30) days after the due date.
- (b) The filing of proceedings in bankruptcy or for reorganization Lessee or the adjustment of any of Lessee's debts under the Bankruptcy Act, as amended, or any part thereof, or under any other laws, whether State or Federal, for the relief of debtors now or hereafter existing.
- (c) The appointment of a receiver for Lessee or for any substantial part of Lessee's assets or the institution of proceedings for the dissolution or the full or partial liquidation of Lessee.
- (d) Lessee admitting to an inability to pay debts as they mature or Lessee making an assignment for the benefit of creditors under Chapter 128, Wisconsin Statutes.
- (e) Violation of any restrictions in this Lease or failure to keep any of its covenants or perform any of the agreements or conditions required to be observed or performed by Lessee for a period of thirty (30) days after written notice thereof is given to Lessee by Lessor.

Default of Lessee shall authorize Lessor, at Lessor's option and without legal proceedings, to declare this Lease forfeited, void, canceled and the term thereof ended and Lessor may thereafter re-enter the Leased Premises, without notice or demand, and take possession of the premises, and Lessee shall be liable to Lessor for all loss or damages resulting from any default or violation.

15. **NOTICE.** Any notice to be given by either party to the other pursuant to the provisions of this Lease or any Law, shall be given by first class mail, postage prepaid, addressed to the party for whom it is intended, at the address set forth in this Lease, or at such other address as such party may have designated in writing and mailed to the other party, by certified mail, return receipt.

16. **HOLD HARMLESS.** Lessee shall be in exclusive control and possession

of the Leased Premises and Lessee shall indemnify and hold harmless Lessor against and from all costs, expenses, liabilities, damages, claims and demands of whatever nature made by or on behalf of any person or persons arising out of or from the occupancy or use of the Leased Premises by Lessee or any wrongful act or omission of Lessee, its employees, agents, invitees, sub-tenants, licensees or contractors.

17. **COMPLIANCE WITH LAWS.** Lessee shall promptly observe and comply with all federal, state and municipal laws, orders and regulations which impose any duty upon Lessee with respect to the Leased Premises or use thereof. Lessee shall hold Lessor harmless and indemnify Lessor, including Lessor's officers, directors, agents and member municipalities, from any loss, cost including reasonable attorneys fees and legal expenses, liability and damages whatsoever directly or indirectly arising out of or based upon the violation or alleged violation of any federal, state or local environment law arising from or out of Lessee's use of occupancy of the Leased Premises.

18. **LIENS.** Lessee shall not create or cause to be created any lien, encumbrance, security interest or other charge, including liens for work, labor or materials done or furnished or alleged to have been done or furnished on the Leased Premises. This paragraph shall not prevent or prohibit Lessee from granting a security interest in any personal property located upon the Leased Premises provided, however, that said security interest shall not attach to the Leased Premises.

19. **ARBITRATION.** Any claim or controversy between Lessor and Lessee regarding their respective rights, duties or obligations under this Lease, which cannot be settled between the parties, shall be settled by arbitration. Such arbitration shall be before one disinterested arbitrator if Lessor and Lessee can agree upon the selection of one disinterested arbitrator, one named by Lessor, one by Lessee, and one by the two thus chosen. The arbitrator(s) shall determine the controversy in accordance with the laws of the State of Wisconsin and in accordance with the rules of the American Arbitration Association. The arbitration proceedings shall be conducted in Richland Center, Richland County, Wisconsin and Lessor and Lessee shall bear equally the expense of the arbitrator(s). Lessor and Lessee agree to be bound by any determination made by the arbitrator(s).

20. **AIRPORT DEVELOPMENT.** The Lessor reserves the right to further develop or improve the landing area or other aspects of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a comparable location and agrees to relocate all buildings, or provide similar facilities for the Lessee, at no cost of the Lessee.

21. **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 with respect 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. In addition, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

22. **AFFIRMATIVE ACTION**. Lessee assures that Lessee will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, in order to ensure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities on the Leased Premises covered in 14 CFR Part 152, Subpart E. If Subpart E is applicable to Lessee, 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 said Subpart and that it will require that covered sub-organizations of Lessee provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

23. **OBSTRUCTIONS LIGHTS**. Lessee agrees that Lessor may install, operate and maintain proper obstruction lights on the tops of all buildings or structures now or hereinafter erected or placed on the premises. Any such installation, operation or maintenance shall be without cost to the Lessee.

24. **AIRPORT CLOSING**. (a) During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of the same by Lessee, the land rental provided herein shall abate and the period of such closure shall be added to the term of this Agreement so as to extend said term.

(b) In the event the Airport shall be permanently closed by any lawful authority or in the event the Lessor shall determine to sell the Airport or otherwise terminate or withdraw from the ownership or operation of the Airport, the Lessor shall offer Lessee any one, or in the discretion of the Lessor, more than one of the following options:

(1) The right to continue this Lease with all of its terms, conditions and provisions for the remainder of the term subject to the Lessor's assignment of all its interest, rights and obligations hereunder to such party as Lessor may name.

(2) The right to continue in possession of the Leased Premises for the remainder of the term of this Lease but in accordance with the terms of an Amended Lease which shall reflect the cessation of operations at the Airport and shall allow a reasonable commercial or agricultural use of the Leased Premises by Lessee as may be practicable taking into consideration the uses made of surrounding properties and applicable state and local laws pertaining to the use of the Leased Premises proposed by the Lessee.

(3) The purchase of Lessee's assets invested in the premises at the time notice is given by Lessor of its intent to close or terminate its interest in the operation of the Airport. Such purchase shall be in cash or on terms acceptable to the Lessee and the price shall be based on

the fair appraised value of the property being sold and the transaction shall be completed and closed within three (3) months of the date Lessee shall receive Lessor's notice.

25. **AIRPORT MAINTENANCE**. Lessor reserves the right, but shall not be obligated to Lessee, to operate, maintain and keep in repair the landing area 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.

26. **MISCELLANEOUS**. Time shall be of the essence as to each and every provision of this Lease. No waiver of any breach or breaches of any provisions of this Lease shall be construed to be a waiver of any proceeding or succeeding breach of such provision or of any other provision hereto. The terms, conditions and provisions of this Lease shall inure to and be binding upon Lessor and Lessee and their respective representatives, successors and assigns.

Dated this _____ day of _____, _____, nunc pro tunc.

LESSEE

CITY OF RICHLAND CENTER
LESSOR

By: _____

Address of Lessee:

By: _____

Address of Lessor:

450 S Main St

Richland Center, WI 53581

State of Wisconsin }
County of Richland }

Personally came before me this _____ day of _____, _____,
the above named _____, to me known to be _____
and _____ of the City of Richland Center, and to me known to be the
persons who executed the foregoing instrument and acknowledges the same.

Notary Public

Richland County, Wisconsin

My commission expires: ___/___/___



**City of Richland Center
Municipal Airport**

28694 County Hwy B
Sextonville, WI. 53584
Cross Street: County Hwy B and Hwy 14



PRIVATE HANGAR LOT LEASE – APPENDIX A

HANGER INFORMATION FOR LEASE

Hanger Size: _____ **Square Feet**

Setbacks: Sides: _____ **Rear:** _____

ATTACHED BUILDING SITE PLAN AND HANGER ELEVATIONS: