

**CITY OF RICE LAKE REGIONAL AIRPORT
“CARL’S FIELD”**

LAND LEASE AGREEMENT

THIS AGREEMENT, made and entered into on the date indicated below by and between the City of Rice Lake, State of Wisconsin, a municipal corporation, hereinafter called the Lessor, and _____, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the Lessee is desirous of leasing from the Lessor a certain parcel of land on said airport, herein more fully described for the purpose of constructing and building a hangar, according to Airport Commission standards as they may be amended from time to time.

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

1. **Property Description.** *(Here describe the property leased. Include Lot # - from Land Use Map).*

Lot M or S, _____ of Exhibit A

PIN Area Number:

- | | |
|-------------------------|------------------------|
| a.) M - Multiple | 276-8005-16-000 |
| b.) S - Single | 276-8005-16-000 |

2. **Building Construction.** The Lessee shall have the right to erect, maintain and alter buildings or structures upon said premises providing such buildings or structures conform to the Building Code requirements of the Wisconsin Department of Industry, Labor & Human Regulations and pertinent provisions of any local ordinance in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction. Said hangar will be constructed within 12 months after the beginning of the term of this Lease, or the Lease will terminate.
3. **Term.** The term of this lease shall be for a period of **30** years, commencing on _____, 20____ *(month day, year)*, and renewable with terms listed in **4. Rent.**
4. **Rent.** The Lessee agrees to pay the Lessor for the use of the premises, rights and easements herein described, a yearly rental of **\$0.05 per square foot of building per year**, annually in advance. It is understood and agreed that the rental rate at the time of renewal shall be subject to adjustment based on the Consumer Price Index. Rent is based on the actual square footage of building/hangar subject to the rates outlined above.
5. **Non-exclusive Use.** The Lessee shall have the right to some non-exclusive use in common with others of the airport parking area, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee’s aircraft, the right of ingress to and egress from the demised premises which right shall extend to Lessee’s employees, guests and patrons; the right in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways and other conveniences for the take-off, flying and landing of aircraft.

6. **Laws and Regulation.** The Lessee agrees to hold the Lessor free and harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of the Lessee, his agents or employees, and from loss or damages by reason of such acts or omissions.
7. **Insurance.** The Lessee agrees that he or she will deposit with the Lessor a policy of comprehensive liability insurance. Such policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability in the amount of S – Single type at three hundred thousand (\$300,000) or M – Multiple type at five hundred thousand (\$500,000). The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
8. **Maintenance and Operations:** Lessee warrants that it shall primarily use the Hangar for storage of an operational aircraft that has State and Federal Registry and owned by Lessee, and any variance from storage of aircraft will require the written consent of the Airport Manager. The Airport Manager may authorize the use of the premises for any other purpose upon terms and conditions that the Airport Manager, in his sole discretion, shall determine.
9. **Maintenance of Buildings.** The Lessee will maintain the structures occupied by him or her and the surrounding land premises in good order and make such repairs as are necessary. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.
10. **Taxes.** The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which he may erect on lands leased exclusively to him.
11. **Signs.** The Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
12. **Default.** The Lessee shall be deemed in default upon:
 - a. Failure to pay rent within 30 days after due date;
 - b. The commencement of a proceeding for dissolution or for the appointment of a receiver;
 - c. The making of an assignment for the benefit of creditors.
 - d. Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violations and failure to correct such violations within thirty (30) days.
13. **Title.** Title to the buildings erected by the Lessee shall remain with the Lessee and shall be transferable subject to the lease transfer restriction in Item #14. At termination, the Lessor shall have the option of requiring (1) removal of the building, and all appurtenant items and (2) restoration of the property to original condition.
14. **First Right of Refusal.** The City of Rice Lake Airport Commission retain a 'first right of refusal' or a first right in taking of the improvements placed upon the property for an amount equal to the market value of the improvements at the time of sale/transfer. The City shall have 30 days, from the date of a written notification by the Owner, to convey a decision of acceptance or refusal; with an additional 90 days to complete any purchase transaction.
15. **Snow Removal.** Snow removal on ramps, within the air operations area, is the responsibility of the Lessor. Such snow removal shall be accomplished only after all runways, aprons and primary taxiways have been first cleared. It shall be the Lessee's responsibility to clear and remove any remaining snow from leased areas and adjacent property.

16. **Lease Transfer.** The lessee may not, at any time during the time of this lease, assign, hypothecate or transfer this agreement or any interest therein, without the consent of the Lessor. Such consent will not be unreasonably withheld by Lessor. Transfer of the improvements to the property shall require the transfer of the same leasehold rights and interest and approval by the Lessor.
17. **Airport Development.** The Lessor reserves the right to further develop or improve the landing area 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 compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost of the Lessee or indemnify the Lessee.
18. **Subordination Clause.** This lease shall be subordinate to any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
19. **Arbitration.** Any controversy or claim arising out of or relating to his lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon this dispute rendered by the arbitrator(s) shall be final and binding on the parties.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals this _____day of _____, 20_____.

In the City of Rice Lake, Barron County, Wisconsin.

IN THE PRESENCE OF:

Attest:

Firm/Partnership

LESSOR:

BY:

Airport Commission Chairman Date

BY:

Airport Commission Secretary Date

LESSEE:

—

Owner:

_____ Date

Subscribed and sworn to before me

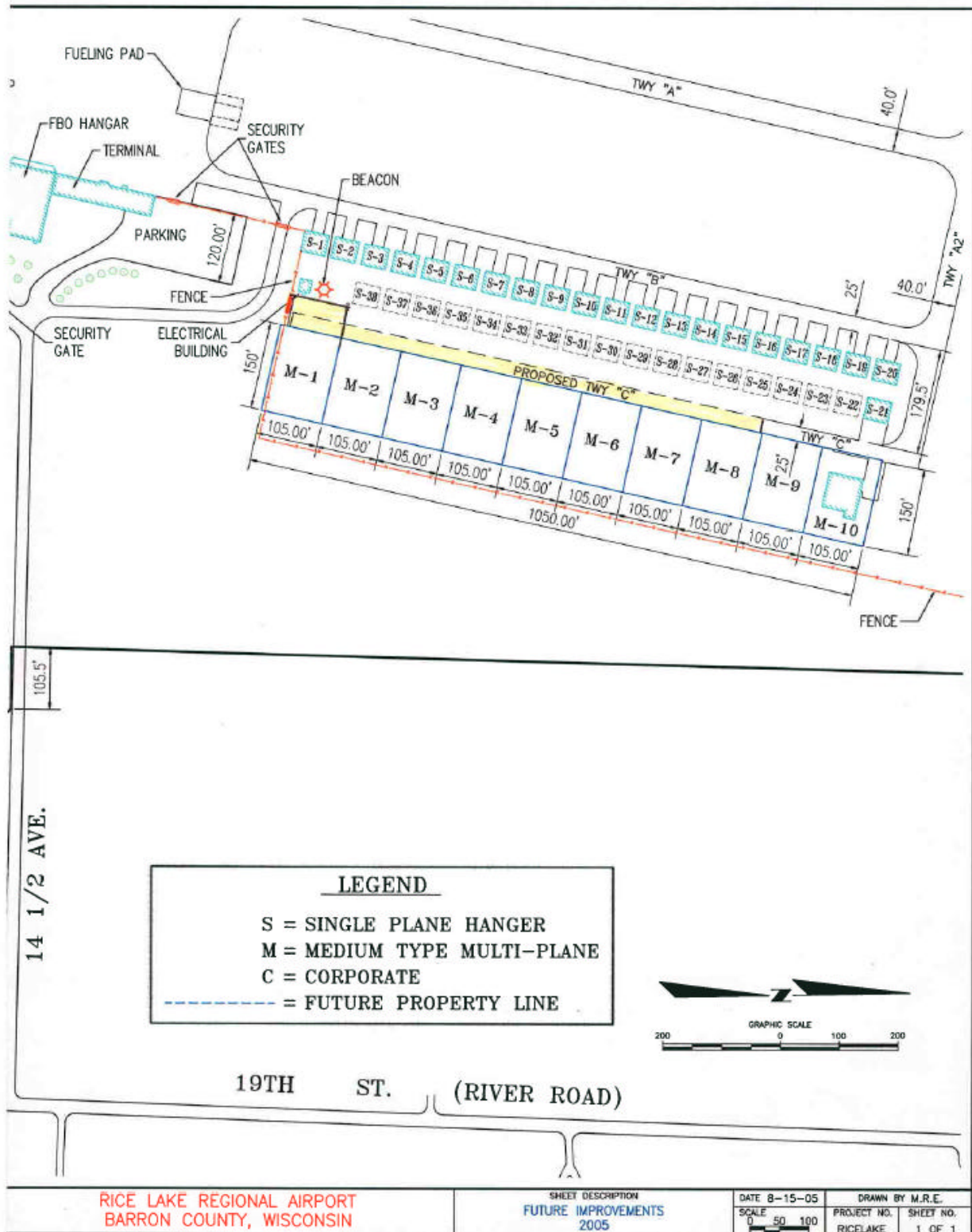
This _____ day of _____, 20_____

Notary

My commission expires: _____

EXHIBITS

A. Multiple and Single Plane Hangar Layout Area:



RICE LAKE REGIONAL AIRPORT
BARRON COUNTY, WISCONSIN

SHEET DESCRIPTION
FUTURE IMPROVEMENTS
2005

DATE 8-15-05
SCALE 0 50 100

DRAWN BY M.R.E.
PROJECT NO. RICE LAKE
SHEET NO. 1 OF 1