

DODGE COUNTY AIRPORT HANGAR LOT LEASE

Private-Aircraft owned by one (1) or more individuals which is used primarily for personal, pleasure, family and other like non-business uses, the costs of which are entirely paid by the individual owner or owner(s) of such aircraft. Lot rental rate shall be 10 cents per square foot of lot area or \$100.00 whichever is greater.

Commercial-Aircraft that is either primarily owned by or used principally in connection with a business, including occasional use for personal, pleasure, family and other non-business purposes. Lot rental rate shall be 15 cents per square foot of lot area.

This hangar lot lease, hereinafter referred to as "Lease", made this _____ day of _____, 20____, between Dodge County, Wisconsin, hereinafter referred to as "Dodge County," by and through the Dodge County Highway Committee, hereinafter referred to as "Committee", and _____ of the _____ of _____, _____ County, Wisconsin, hereinafter referred to as "Lessee".

WITNESSETH: That for and in consideration of the mutual promises and covenants herein contained, it is hereby agreed between Dodge County and Lessee as follows:

I. Premises. Dodge County hereby leases to Lessee, and Lessee accepts from Dodge County, the following tract of land: Lot No. _____ of the Dodge County Airport hangar layout, at the Dodge County Airport which is situated in the Town of Oak Grove, Dodge County, Wisconsin. A key for your hangar shall be left with the fixed base operator at the main hangar.

II. Term.

A. Initial Term. The Initial Term of this Lease shall be for a period of twenty (20) years, commencing on _____, 20_____.

B. Additional Term(s). If Lessee desires to lease the Premises for an Additional Term beyond the Initial Term, Lessee shall notify Dodge County, in writing, no less than six (6) months prior to the expiration of the Initial Term, of Lessee's desire to lease the Premises for an Additional Term. Lessee shall specify in such written notice the number of years for which Lessee desires to lease the Premises beyond the Initial Term. Following receipt of such written notification, Dodge County shall prepare a proposed new lease with the terms and conditions upon which the Premises are to be leased for an Additional Term and shall submit such proposed new lease to Lessee at least three (3) months prior to the expiration of the Initial Term. Lessee shall have ten (10) business days after receipt of Dodge County's proposed new lease to accept or reject the proposed new lease. If, Lessee accepts the proposed new lease, a new lease shall be executed for an Additional Term beyond the Initial Term of this Lease.

III. Rent.

A. Amount. Lessee agrees to pay to Dodge County annually, the sum of _____ cents (\$_____) per square foot of lot area for the Premises which is ____ x ____ and contains a total of _____ square feet or a minimum of \$100.00.

B. Payment. The rent of \$ _____ shall be payable to Dodge County annually as follows: For the first year of the Initial Term, prorated and due on the date of execution of this Lease. For all subsequent years of the Initial Term, due, in advance, in one lump sum, on January 1st of each year of the Initial Term.

C. Non-Payment/Default. Lessee agrees that if Lessee fails to pay the annual rent, in its entirety, within fifteen (15) days after the due date, Dodge County, at its sole option and discretion and without the need for any legal proceedings, shall consider Lessee in default of this Lease and

shall accordingly provide written notice of such Default to Lessee under the terms of Section XXVI of this Lease.

D. Adjustments. The annual rent shall be subject to examination and adjustment at the end of each two (2) year period during the Initial Term of this Lease, as follows: Two (2) years following the commencement date of this Lease, Dodge County, at its sole option and discretion, may adjust the annual rent in such a manner as to either increase or decrease the annual rent due under this Lease. During any such adjustment of the annual rent, Dodge County may establish any amount of annual rent, provided, however, that at all times during the Initial Term of this Lease, Dodge County shall establish, and shall maintain, one uniform per square foot rental rate for all private, or general aviation, hangar lots, and a second, uniform per square foot rental rate for all commercial hangar lots.

IV. Hangar Building.

A. Construction, Additions, Alterations, and Improvements.

1. At Lessee's own expense, Lessee shall erect and shall maintain on the Premises a steel-sided hangar, of a color acceptable to Dodge County, no part of which hangar shall be closer than ten (10) feet from the side and back lot lines. The approximate dimensions of the hangar shall be _____ (____) feet by _____ (____) feet. With a minimum clear airplane door opening height of 10' 6".

2. At Lessee's own expense, Lessee shall construct a crushed stone base a minimum of ten (10) inches thick to support the aircraft designed to an elevation for an immediate or future asphalt or concrete floor over it.

3. At Lessee's own expense, Lessee shall construct a ramp or apron access, at 1.5% and no more than 2.0% grade at the centerline of the airplane access doorway to provide a connection between Lessee's hangar and Dodge County Airport taxiways, runways, and other areas which are shared in common with Lessee, Lessee's guests and patrons, other tenants, and the general public.

4. At Lessee's own expense and at their option, they can install and maintain all underground electrical and telephone service wiring from the main service distribution panels provided by Dodge County in the general area of the hangar erected on the Premises.

5. Toilet facilities and wells are not allowed on the Premises.

6. Lessee agrees to submit plans to Dodge County and to obtain written approval from Dodge County prior to any construction of a hangar on the Premises.

7. In accordance with Section VIII of this Lease, Dodge County must issue written approval prior to any construction of any additions, alterations, or other improvements to any hangar constructed on the Premises.

8. Lessee agrees that all construction of any additions, alterations, or other improvements on the Premises will be in full compliance with all Local, State (Department of Commerce), and Federal building codes and other regulations.

9. Lessee agrees that within one (1) year following the commencement date of this Lease, Lessee shall complete construction of a hangar on the Premises, and Lessee further agrees that failure to complete such construction will have the effect of immediately terminating this Lease, without the need for any legal proceedings.

In the event that it appears that Lessee will not be able to complete the hangar within one (1) year of the commencement date of this Lease, Lessee may make application to Dodge County for an extension of time to complete the hangar. Such extension of time shall be for a period of not more than ninety (90) days, and such application for extension of time must be received by Dodge County not less than thirty (30) days prior to the one (1) year anniversary of this Lease.

10. Dodge County agrees that no ordinances, rules or regulations of Dodge County shall be discriminatorily designed to unreasonably hinder or impede Lessee in the maintenance of the hangar or other improvements on the Premises.

B. Maintenance.

1. Lessee shall keep the hangar, including all of its structural parts and appearance, both interior and exterior, in good repair at all times, including lighting, lawn, apron, and parking areas.

2. Lessee shall keep the Premises, in its entirety, neat and orderly.

3. Lessee shall store trash in appropriate containers and shall remove trash in a timely manner. No trash burning shall be permitted on the Premises.

4. Lessee shall control grass and weed growth in a timely manner on the Premises.

5. Lessee shall remove snow and ice from apron and parking areas on the Premises within twenty-four hours following each snowfall.

6. Lessee shall not obstruct taxiways or other accessways adjacent to the Premises.

7. Lessee shall not store anything outside the hangar on the Premises.

C. Ownership of Improvements. Lessee shall retain title to the hangar and other improvements constructed on the Premises with the prior written approval of Dodge County. Such title shall be transferable upon written approval from Dodge County and provided that Lessee is not in default of this Lease. The hangar and any other improvements placed on the Premises by Lessee shall be considered the property of Lessee, who shall have the right to remove the same from the Premises upon the expiration of this Lease, with the exception that Dodge County may direct Lessee to leave the concrete slab intact on the Premises at no cost to Dodge County.

V. Condition of Area Surrounding the Premises.

A. Runways, Taxiways and Roadways. Consistent with the orderly development of the Dodge County Airport and at the sole discretion of Dodge County, Dodge County shall be responsible under this Lease to construct, repair, and maintain all paved or unpaved runways, taxiways, and roadways at the Dodge County Airport which are shared in common with Lessee, Lessee's guests and patrons, other tenants, and the general public.

B. General Maintenance. Dodge County shall maintain the area beyond the boundaries of the Premises, including, but not limited to, maintaining grade, providing adequate lighting and plowing all runways and accessways after any sufficient snowfall that might interfere with the use of the Dodge County Airport, in order that Lessee will have reasonable access to the Premises.

VI. Use of the Premises. The Premises shall be used by Lessee for the erection of a hangar. Both light and heavy maintenance of Lessee's aircraft, including operation of a workshop for the same, and any other uses incidental or related to such aircraft, may be performed on the Premises, but not for hire. Lessee agrees that Lessee shall use the Premises for no other purposes without first obtaining the written approval of Dodge County. Lessee shall not use the Premises for any unlawful

purpose in violation of any Local, State, or Federal statute or ordinance, or of any regulation, order, or directive of any governmental agency. Lessee further agrees not to store any hazardous materials on the Premises unless such hazardous materials are in approved containers, all in compliance with Nation Fire Protection Association (“NFPA”) Regulations in effect at that time.

VII. Signs and Advertising Media. Lessee shall obtain written approval from Dodge County prior to erecting, installing, displaying, inscribing, painting, or affixing any sign, lettering, or advertising media to, upon, or above the exterior of Lessee’s hangar. Only the name of Lessee or Lessee’s company shall be permitted. No advertising space shall be rented to any third party or placed elsewhere on the Premises.

VIII. Alterations, Additions, and Improvements.

A. Demolition or Removal. No substantial portion of the hangar on the Premises shall be demolished or removed by Lessee without first obtaining the written approval of Dodge County and, if applicable, of any mortgagee.

B. Prior Approval and Standards of Workmanship. Written approval from Dodge County shall be obtained prior to any improvements, or alterations costing more than \$500.00 and any additions to the original hangar. Lessee may, at any time during the Initial Term of this Lease, subject to the conditions set forth in this Lease, and at Lessee’s own expense, make any alterations, additions, or improvements to the Premises that are approved, in writing by Dodge County. Any such alterations, additions or improvements to the Premises shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the hangar on the Premises, or change the purposes for which the hangar, or any part thereof, may be used.

C. Compliance With Other Regulations. Before commencement of any work with respect to alterations, additions, or improvements, all plans and specifications shall be filed with and shall be approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with all requirements of local regulations.

IX. Sharing of Exterior Grounds. Lessee, Lessee's guests and patrons shall have the nonexclusive use, in common with Dodge County, of the Dodge County Airport parking areas, appurtenances, and improvements; the right to install, operate, maintain, and store, subject to the approval of the applicable Local, State, and Federal authorities, all equipment necessary for the safe hangaring of aircraft; the right of ingress to and egress from the Premises, which right shall extend to Lessee, Lessee's guests and patrons; the right in common with others authorized so to do, to use common areas, including runways, taxiways, aprons, accessways, roadways, and other conveniences for the takeoff, flying, and landing of aircraft belonging to Lessee, Lessee's guests, or patrons.

X. Compliance. Lessee shall comply with the laws of the State of Wisconsin and the United States of America, with the ordinances of Dodge County and the Town of Oak Grove, and with the rules and regulations of the Dodge County Airport regarding safety conditions as to the use of the Premises.

XI. Abandonment. If Lessee shall abandon or vacate the hangar or other improvements before the expiration of this Lease, Dodge County shall make reasonable efforts to rent the Premises including the hangar and shall apply the rent to any damages due from Lessee due to abandonment, less Dodge County's cost to rent the Premises.

XII. Assignment.

A. Required Conditions. Lessee shall have the right to assign this Lease only after first obtaining written approval from Dodge County. Any such assignment made hereunder shall not take effect until all of the following conditions are met:

1. An instrument of assignment, stating that such instrument is subject to Dodge County's approval, is executed by Lessee and delivered to Dodge County.

2. An agreement by assignee, stating that assignee is subject to Dodge County's approval, and stating that assignee assumes and agrees to perform and to comply with all terms and conditions of this Lease, and stating that assignee agrees to perform all of the unfulfilled obligations of Lessee, is delivered to Dodge County.

3. Written approval by Dodge County to assign this Lease is delivered to the Lessee.

B. Release From Liability. Lessee shall be released from any further liability arising under the terms of this Lease upon approval by Dodge County of the assignment, provided that such assignment is made in strict compliance with Section XII of this Lease. Further, Lessee shall have fully complied with its obligations under this Lease as of the date of such assignment and shall have paid a sum to be fixed by Dodge County, to cover the reasonable legal fees and other expenses incurred by Dodge County in connection with such assignment.

C. Approval By Dodge County. Approval by Dodge County of any such assignment shall be in writing and shall be signed by a majority of the members of the Committee.

D. Failure/Default. Failure of Lessee to strictly adhere to the terms of Section XII of this Lease shall be considered a default subject to the provisions of Section XXVI of this Lease.

XIII. Subletting. Lessee shall request permission, in writing, from Dodge County, prior to subletting the Premises, or any portion thereof. Lessee shall not sublet the Premises for any purpose

without first obtaining the written approval of Dodge County. Lessee agrees that, in the event that Lessee sublets, or attempts to sublet the Premises without first obtaining the written approval of Dodge County, Dodge County, may at its sole option and discretion, immediately terminate this Lease, without any legal proceedings, and prevent entry to the Premises by any and all persons claiming under such invalid sublease. In the event that Lessee subleases the Premises, after first obtaining the prior written approval of Dodge County, Lessee shall continue to remain liable and responsible for all of Lessee's obligations under the terms of this Lease. Any sublease shall be expressly made subject to all of the terms, conditions, and limitations contained in this Lease between Dodge County and Lessee.

XIV. Indemnification.

A. Lessee Shall Indemnify Dodge County. Lessee shall exonerate, save harmless, protect, indemnify and defend, Dodge County, its officers, employees and agents from and against any and all losses, damages, claims, suits or actions, judgments, and costs, of any kind whatsoever, including reasonable attorney's fees, which may arise or grow out of any injury to or death of any person or damage to any property of any individual arising out of or attributable to the negligent act, or omission of, or use of the Premises by Lessee, Lessee's agents, servants, employees, guests, or customers.

B. Dodge County Not Responsible for Acts or Omissions of Third Parties. Dodge County shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through either the acts or omissions of persons occupying adjoining lots, persons occupying any part of the hangar adjacent to the Premises, or tenants in any other part of the hangar or improvements on the Premises under any subleases then in effect. Nothing shall preclude Lessee

from bringing any action necessary to obtain damages from either the occupants of adjoining hangars or occupants of the hangar on the Premises if damages are incurred by the Lessee as a result of the actions of such third parties.

XV. Insurance. Lessee shall, at all times during the Initial Term and any Additional Term(s) of this Lease, and at Lessee's sole expense, keep all improvements which are now or hereafter part of the Premises insured against loss or damage by fire and the extended coverage hazards for 100% of the full replacement value of such improvements, with loss payable to Dodge County and Lessee as their interests may appear. Any loss adjustment shall require the written approval of both Dodge County and Lessee. Lessee shall pay the premiums on all insurance policies on the improvements on the Premises and shall furnish Dodge County with a receipt, bill, or other evidence showing such payment of premiums. In addition, Lessee shall maintain in effect throughout the Initial Term and any Additional Term(s) of this Lease, personal injury liability insurance covering the Premises in the minimum amount of \$1,000,000.00 for injury to or death of any one person, \$1,000,000.00 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the minimum amount of \$300,000.00, single combined limit. Such insurance shall specifically insure Lessee against all liability assumed by it as well as liability imposed by law, and shall insure both Dodge County and Lessee, and Dodge County shall be named as an additional insured on the policy. No liability insurance required by this Lease shall bar liability coverage for the Lessee's negligence in causing a loss or losses to Dodge County. If Lessee shall neglect to insure or keep insured the Premises, Dodge County may, without notice to Lessee, renew or procure insurance. Dodge County shall give immediate notice to Lessee that Dodge County has renewed or procured the insurance and shall state the amount of the premiums Dodge County has paid. Lessee

shall then pay to Dodge County, under the terms of Section XXVI, the full amount of the premiums paid by Dodge County. Lessee shall renew all policies of insurance that Lessee is required to procure throughout the Initial Term and any Additional Term(s) of this Lease. Lessee shall furnish to Dodge County a copy of the binder from any insurer. Lessee shall provide a certificate of renewal of said insurance policies when policies come due for additional premium payments. All binders, policies, or certificates shall provide for thirty (30) days notice from insurers to Dodge County of any cancellation or amendment to any of the insurance policies where a notice requirement of this nature is acceptable to insurer. A copy of the paid-up policies evidencing such insurance and certificates of insurance evidencing such insurance shall be delivered to Dodge County by Lessee prior to the commencement date of this Lease and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

XVI. Taxes and Assessments. Lessee shall pay and discharge all taxes, assessments, penalties, or interest charges of any nature whatsoever that may be levied, assessed, or imposed on or against any improvements, buildings, or fixtures of Lessee that are erected on the Premises. This specifically includes the liability of Lessee for improvement taxes on the hangar and improvements to the Premises as of the effective date of this Lease. Dodge County does hereby agree not to impose real estate taxes on the Premises. However, if any taxing authority other than Dodge County assesses any tax or special assessment on the Premises, then the parties shall re-open this Lease to negotiate payment of the same. Failing agreement on this issue, either party may immediately terminate this Lease. Lessee shall pay all special assessments levied against the Premises by Dodge County, if any.

XVII. Encumbrances and Liens of Lessee.

A. Lessee's Right to Encumber Interest. Subject to first obtaining the written approval of Dodge County, Lessee may encumber by mortgage or land contract or other property instrument, its leasehold interest in the Premises, together with the buildings and improvements placed by Lessee thereon, as security for any indebtedness of Lessee only. The execution of any such mortgage or land contract or other instrument, or the foreclosure thereof, or any sale thereunder, either by judicial proceedings or by virtue of any power reserved in such mortgage or land contract, or conveyance by Lessee to the holder of any such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or land contract, shall not be held as a violation of any terms or conditions hereof, provided that the prior written approval of Dodge County was obtained. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from Lessee's obligations as stated in this Lease.

B. Notice to Holder of Encumbrance; Right of Holder to Cure Lessee's Default. If Lessee shall encumber Lessee's leasehold interest, together with the building and improvements thereon, Lessee shall be required to give notice in writing to Dodge County within ten (10) calendar days of the closing of said transaction. Said notice shall contain the amount of the indebtedness, the identity and nature of the Lender, together with a copy of the loan documents. Dodge County will agree to mail or deliver to such holder of the indebtedness, at such address, a duplicate copy of any and all notices in writing which Dodge County may, from time to time, give to or serve on Lessee under and pursuant to the provisions of this Lease. Such holder may, at its option, at any time before the rights of Lessee shall have been terminated as provided herein, pay any of the rents due hereunder, or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms hereof, or do any act or thing which may be necessary or proper to be done in the observance

of the contents and conditions hereof, or to prevent the termination hereof. All payments so made and all things so done and performed by such holder shall be as effective to prevent a forfeiture of the rights of Lessee hereunder as the same would have been if done and performed by Lessee. The holder of any such encumbrance shall not be entitled to assign or transfer the rights of the Lessee hereunder to any third party without first obtaining the express written approval of Dodge County. In lieu thereof, Dodge County may terminate this Lease under the default provisions provided in Section XXVI of this Lease, in the event that an involuntary assignment of this nature is attempted by any such holder of any indebtedness.

C. Liens. Lessee shall keep the Premises free and clear from all mechanic's and materialman's and other liens for work or labor done, services performed, materials and appliances furnished or to be used in or about the Premises for or in connection with any operations of the Lessee, together with any judgments which may be taken thereon, pertaining to any additions or improvements which Lessee may make or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the Premises.

XVIII. Damage or Destruction.

A. Lessee's Duty to Repair or Rebuild. In the event of the total destruction of Lessee's hangar, alterations, additions, or other improvements, by fire, the elements, the neglect of Lessee, or any other cause during the Initial Term or any Additional Term(s) of this Lease, Lessee shall immediately surrender the Premises to Dodge County and this Lease shall immediately terminate and shall become null and void from the date of such damage or destruction, or, Lessee may elect at Lessee's option to reconstruct the hangar. In the event of a partial destruction by fire, the elements, the neglect of Lessee, or any other cause so that the Premises are capable of being repaired within a

reasonable time, Lessee shall be required to repair the same so as to restore the Premises to their condition immediately prior to the damage. As used herein, "total destruction" shall mean such destruction as shall require the expenditure to rebuild, repair, or replace a damaged hangar, alterations, additions, and improvements in a sum of fifty percent (50%) or more of the hangar's fair market value immediately prior to its damage. As used herein, "partial destruction" shall mean such destruction as shall require the expenditure to rebuild, repair, or replace the damaged hangar, alterations, additions, and other improvements in a sum of less than fifty percent (50%) of the hangar's fair market value immediately prior to its damage. In the event of any total or partial destruction as defined above and if Lessee elects to reconstruct the hangar, neither the Initial Term nor any Additional Terms of this Lease shall be extended by the period of time required to restore the hangar or other improvements to their condition prior to damage or destruction.

B. Disposition of Insurance Proceeds. In the event that the hangar or other improvements at any time situated on the Premises shall be damaged from a cause covered by a policy of insurance required in Section XV of this Lease, then all insurance money proceeds received or recoverable on said policies of insurance to be obtained by Lessee shall be applied by Lessee towards the repair or restoration of the hangar, alterations, additions, and other improvements if Lessee elects to restore the same. In the event that Lessee elects not to rebuild or restore the Premises so damaged or destroyed, then the insurance money proceeds of said insurance policies shall belong to and be paid to both Dodge County and Lessee, as their interests shall appear, including but not limited to the extent of any damage sustained by Dodge County to the improvements on the Premises, including demolition costs for structures, taxiways and roadways. If this Lease is likewise terminated for any reason after damage to or destruction of the hangar,

alterations, additions, concrete slab, and other improvements has occurred, then all insurance money proceeds due or to become due at the time of the termination of this Lease shall belong to Dodge County and Lessee, for any deductions or offsets for any liens or encumbrances on the improvements of Lessee. Nothing in this Section shall be construed as in any manner releasing Lessee from any obligation to restore or reconstruct the hangar or other improvements as herein provided, if Lessee exercises that option, nor as a waiver of the right of Dodge County to insist on the full compliance by Lessee of the terms and conditions of this Lease.

XIX. Surrender of Lot and Improvements: Option of Dodge County to Purchase Lessee's Improvements.

A. Removal of Improvements/Restoration of Premises. Upon termination or expiration of the Initial Term or of any Additional Term(s) of this Lease, Lessee shall, at Lessee's expense, remove all of Lessee's improvements and personal property from the Premises. Lessee shall repair all damage to the Premises caused by such removal, and shall restore the Premises to the condition that it was in prior to the installation of Lessee's improvements.

B. Option to Purchase Improvements. As additional consideration for this Lease and in the event that Lessee elects not to remove the improvements and any personal property from the Premises upon the expiration or termination of this Lease, and providing that Lessee shall not, at the expiration of the Initial Term of this Lease, mutually agree with Dodge County to extend this Lease for an Additional Term, Dodge County shall then have the option to purchase, at fair valuation and for a fair consideration to be mutually agreed upon at that time, the hangar and any other improvements on the Premises. If the parties are unable to agree upon the fair market value of the Lessee's improvements, then, Lessee shall remove those improvements as provided above.

XX. Access to Premises. Lessee shall permit Dodge County and its officials, employees, and agents to enter on the Premises or any part thereof at all reasonable hours for the purpose of inspecting or exhibiting same to prospective tenants or buyers, or for the purpose of making such repairs or alterations as may be necessary for the safety or preservation thereof, to place on the Premises a notice of "To Rent" or "For Rent" and the place of inquiry, measuring not more than twenty-four (24) inches by sixty (60) inches, such card or sign to be furnished for such purpose by Dodge County.

XXI. Quiet Enjoyment. If and while Lessee shall and does perform all and singular the covenants herein agreed to be performed by Lessee, Dodge County shall, and hereby does, warrant and defend Lessee in the enjoyment and peaceful possession of the Premises during the Initial Term and any Additional Term(s) of this Lease. In this regard, Dodge County agrees to extend to Lessee the same fire and police protection extended to other tenants and facilities at the Dodge County Airport.

XXII. Discrimination. Lessee, in the use of the Dodge County Airport, shall not on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or groups of persons or in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Lessee further agrees to comply with any requirements made to enforce the foregoing which may be demanded of the Dodge County Airport by the United States Government under the authority of Part 21.

Lessee shall have the right and privilege of constructing and maintaining an aircraft storage facility on the Premises under the terms and conditions as set forth in this Lease. This Lease shall

not be construed in any manner to grant the exclusive right to the uses of the Dodge County Airport other than the Premises leased exclusively to Lessee.

XXIII. Future Improvements. Dodge County reserves the right to further develop or improve the landing area of the Dodge County Airport as Dodge County determines to be in the best interest of Dodge County without interference from Lessee. Dodge County reserves the right to terminate this Lease with a thirty (30) day written notice to the Lessee. Lessee, at Lessee's expense, shall remove all improvements before the expiration of thirty (30) calendar days following Lessee's receipt of such notice. Upon Lessee's failure to comply with the thirty (30) day written notice of Lease termination, Dodge County may remove Lessee's improvements and personal property and Lessee agrees to pay all costs incurred by Dodge County to remove such improvements and personal property. Lessee shall have no recourse for damages against Dodge County.

XXIV. War or National Emergency. During a time of war or national emergency, Dodge County shall have the right to lease the landing area of the Dodge County Airport, or any part thereof to the United States Government for military and/or naval use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the United States Government, shall be suspended.

XXV. State and Federal Authority. This Lease shall be subordinate to the provisions of any existing or future Lease between Dodge County and United States of America and/or the State of Wisconsin relative to the operation or maintenance of the Dodge County 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 Dodge County Airport.

XXVI. Default of Lessee. If Lessee is in default of any of the terms of this Lease, Dodge County shall give to the Lessee written notice of such default. If Lessee fails to correct the default within thirty (30) days after the receipt of such notice, Dodge County may correct such default for the account of the Lessee, and any expenses incurred by Dodge County in an effort to correct the default shall be payable by the Lessee to Dodge County by the end of the following month. In the alternative, if Dodge County elects not to correct such default for or on account of Lessee, Dodge County may, after thirty (30) days written notice, terminate this Lease and re-enter and take possession of the Premises. Upon default and subsequent possession of the Premises by Dodge County, all right, title, and interest in the hangar and other improvements located on the Premises will rest solely with Dodge County. Lessee shall agree to be divested of any right, title, and interest in the Premises upon default and possession by Dodge County, subject only to any bona fide third-party liens in compliance with Section XVII of this Lease.

XXVII. Severability. The provisions of this Lease shall be deemed severable and it is expressly declared that the parties would have contracted for the other provisions of this Lease irrespective of whether or not one or more provisions may be declared invalid. Any provision of this Lease or the application thereof to any party or circumstances shall not be affected thereby, unless the effect of such invalidity would be such that the very purpose of the Lease would be invalid.

XXVIII. Enforcement. The laws and ordinances of the Town of Oak Grove, Dodge County, the State of Wisconsin, and the United States of America, respectively, shall govern the validity, performance, and enforcement of this Lease.

XXIX. Authority of Committee. Committee warrants in execution of this agreement, that it is a duly empowered Committee of the Dodge County Board of Supervisors and has the authority to enter into this Lease, on behalf of Dodge County, and that such is with the express legal approval of Dodge County.

XXX. Successors and Assigns. All the agreements, conditions, and undertakings herein contained in this Lease shall extend to and shall be binding upon the personal representatives, heirs, successors, and assigns of the Lessee and Dodge County as if they were in all cases named herein.

XXXI. Underground Storage Tank. Dodge County warrants that there are in existence underground fuel storage tanks on the premises of the Dodge County Airport as of the date of the execution of this Lease. Dodge County shall assume all liability for compliance with all environmental laws, regulations, and standards pertaining to said underground storage tanks, including but not limited to, compliance with regulations of the Wisconsin Department of Natural Resources and U.S. Environmental Protection Agency. Dodge County further warrants that the Premises and the ground thereunder do not contain any underground storage tanks at the present time. Dodge County further agrees to be responsible and to indemnify Lessee pertaining to the removal of all underground storage tanks upon the premises of the Dodge County Airport, if the same shall become necessary. The Lessee shall be prohibited from installing any storage tank on the Premises during the Initial Term or any Additional Term(s) of this Lease.

