

ENROLLED ORDINANCE 172-091

APPROVE SHORT-TERM HANGAR LEASE AGREEMENT WITH PLANE SAFE MAINTENANCE, INC AT WAUKESHA COUNTY CRITES FIELD

WHEREAS, Atlantic Aviation currently leases the 503 Bluemound hangar from Waukesha County and Plane Safe Maintenance, Inc. currently subleases space in that hangar; and

WHEREAS, the Fixed Base Operator (FBO) agreement with Atlantic Aviation, approved in 2016, states that its lease of the 503 Bluemound hangar will terminate once necessary repairs are completed; and

WHEREAS, the necessary repairs have been completed and Plane Safe Maintenance, Inc. desires to enter into a long term hangar lease for the 503 Bluemound hangar with Waukesha County; and

WHEREAS, a long-term lease agreement is currently being negotiated; and

WHEREAS, a three-month lease agreement will allow time to finalize the long-term lease agreement, and

WHEREAS, it is in the best interest of the citizens of Waukesha County to utilize the Waukesha County Airport as an economic development tool for Waukesha County; to embrace the needs of Waukesha County's businesses; and, a new Hangar Lease Agreement will further such interests.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Short-Term Hangar Lease Agreement between Waukesha County and Plane Safe Maintenance, Inc., regarding the 503 Bluemound hangar at Crites Field is hereby approved.

BE IT FURTHER ORDAINED that the Waukesha County Airport Operations Supervisor is authorized to execute the Short-Term Hangar Lease Agreement on behalf of the County, and any other documents as may be necessary to effectuate the purposes of the Short-Term Hangar Lease Agreement.

FISCAL NOTE

APPROVE SHORT-TERM HANGAR LEASE AGREEMENT WITH PLANE SAFE
MAINTENANCE, INC AT WAUKESHA COUNTY CRITES FIELD

This ordinance authorizes the County to enter into a three-month agreement (April 1, 2018 through June 30, 2018) to lease hangar space to Plane Safe Maintenance, Inc to continue providing aircraft airframe, engine, and accessory maintenance and repair services. This short-term lease is proposed to allow Waukesha County Airport and Plane Safe time to negotiate a longer-term agreement. Previously, the fixed-based operator (FBO, Atlantic Aviation) leased this space, and then subleased the space to Plane Safe.

Plane Safe would lease 11,825 square feet of hangar space at about \$0.15 per square foot per month (\$1.79 per foot annually), for \$5,292 for the three-month period. This rate is consistent with what would have been charged the FBO under the previous agreement, but the leased space is 190 square feet less due to county airport operations retaining space for storage. The lower leasable space results in an annual revenue reduction of about \$85 over the three-month period.




Linda Witkowski
Budget Manager
3/6/2018
BPD

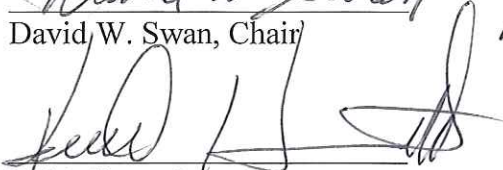
APPROVE SHORT-TERM HANGAR LEASE AGREEMENT WITH PLANE SAFE
MAINTENANCE, INC AT WAUKESHA COUNTY CRITES FIELD

Presented by:
Public Works Committee

Approved by:
Finance Committee


David W. Swan, Chair

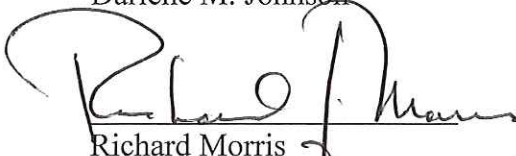

James A. Heinrich, Chair



Keith Hammitt


Timothy Dondlinger


ABSENT
Darlene M. Johnson


Thomas A. Michalski



Richard Morris


Richard Morris


Thomas J. Schellinger


Duane E. Paulson


Steve Whittow


Ted Wysocki


Chuck Wood


Steve Whittow

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 3/27/18, 
Kathleen Novack, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X
Vetoed: _____

Date: 3/30/18, 
Paul Farrow, County Executive

| | | | |
|------------------------|----------------|--------------------------|----------------|
| D1 - Kolb | AYE | D14 - Wood | AYE |
| D2 - Zimmermann | AYE | D15 - Mitchell | AYE |
| D3 - Morris | AYE | D16 - Crowley | (2) AYE |
| D4 - Batzko | AYE | D17 - Paulson | AYE |
| D5 - Dondlinger | AYE | D18 - Nelson | AYE |
| D6 - Walz | AYE | D19 - Cummings | AYE |
| D7 - Grant | AYE | D20 - Schellinger | AYE |
| D8 - Michalski | AYE | D21 - Zaborowski | AYE |
| D9 - Heinrich | AYE | D22 - Wysocki | AYE |
| D10 - Swan | (M) AYE | D23 - Hammitt | AYE |
| D11 - Howard | AYE | D24 - Whittow | AYE |
| D12 - Wolff | AYE | D25 - Johnson | Absent |
| D13 - Decker | AYE | | |

172-0-091

Passed (24 Y - 0 N - 1 Absent)

Majority Vote



SHORT TERM AIRCRAFT MAINTENANCE HANGAR LEASE AGREEMENT

BETWEEN

WAUKESHA COUNTY

AND

**PLANE SAFE AIRCRAFT MAINTENANCE, INC.
503 BLUEMOUND ROAD
WAUKESHA, WI 53188**

FOR

503 BLUEMOUND ROAD

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THIS AGREEMENT made and entered into this ____ day of April, 2018 by and between WAUKESHA COUNTY, a municipal corporation, hereinafter referred to as the "County", and PLANE SAFE AIRCRAFT MAINTENANCE, INC., a Wisconsin corporation, hereinafter referred to as "Lessee".

PRELIMINARY RECITALS

WHEREAS, the County is the owner and operator of Waukesha County Airport - Crites Field, an airport situated in Waukesha County, Wisconsin (the "Airport").

WHEREAS, Lessee currently leases from Waukesha Flying Services, Inc. the Aircraft Maintenance Hangar at the Airport owned by County and used for aircraft airframe, engine and accessory maintenance and repair pursuant to a certain Use and Occupancy Agreement dated November 11, 2010 and effective November 1, 2010 (the "Sublease").

WHEREAS, Waukesha Flying Services, Inc. has completed its repairs to the Aircraft Maintenance Hangar; therefore, Waukesha Flying Services, Inc.'s right of occupancy and use to the Aircraft Maintenance Hangar ceases pursuant to its Fixed Base Operator Lease and Operating Agreement dated October 1, 2016.

WHEREAS, Lessee desires to enter into a short term lease until a long term lease can be negotiated and approved, and the County is willing to enter into such lease;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which are acknowledged, the County and the Lessee agree to the following terms:

ARTICLE 1 TERM

This Agreement shall commence effective April 1, 2018 ("Commencement Date") and shall terminate on June 30, 2018, unless terminated sooner as permitted by this Agreement.

ARTICLE 2 LEASED PREMISES; PURPOSE

The County leases to the Lessee the following described portion of the Airport which, unless specifically stated otherwise, is referred to in this Agreement as the

“Leased Premises”.

Aircraft Maintenance Hangar, 503 Bluemound Road, Waukesha, WI containing Eleven Thousand Eight Hundred Twenty-Five (11,825) square feet, more or less, of exclusive use space. County shall use One Hundred and Ninety (190) square feet for its storage needs.

The Leased Premises may only be used for the following purposes: (1) the inside storage of aircraft, (2) the storage of related materials and supplies, and (3) aircraft airframe, engine and accessory maintenance and repair. These services are more fully described in the Minimum Requirements for Aeronautical Services ordinance.

Lessee does not have an exclusive right to perform the stated aeronautical services at the Airport, and no person or entity at the Airport is obligated to use any of the aeronautical services that Lessee provides.

ARTICLE 3 RENT

The Lessee shall pay the following rent:

Annual rental for the Leased Premises of Twenty-one Thousand One Hundred Sixty-seven and 00/100 Dollars (\$21,167.00). Rent is calculated at \$1.71 per square foot times 11,825 square feet per year divided by twelve (12) equals One Thousand Seven Hundred Sixty-three and 92/100 Dollars (\$1,763.92). Payments shall be due on the 1st of the month.

ARTICLE 4 STANDARDS FOR GENERAL AVIATION OPERATORS

The provisions set forth in Exhibit 2, entitled Waukesha County Airport Minimum Standards for Aeronautical Service Providers, are made a part of this Agreement as are any amendments thereto made from time to time. If this Agreement and the Waukesha County Airport Minimum Standards for Aeronautical Service Providers are in conflict in what they require of the Lessee, or in what they obligate the Lessee to do or not to do, the Waukesha County Airport Minimum Standards for Aeronautical Service Providers shall control.

**ARTICLE 5
RIGHTS AND PRIVILEGES OF LESSEE**

Subject to the terms and conditions hereinafter set forth, Lessee is hereby given the following rights and privileges during the term of this Agreement.

1. Aeronautical Services - Lessee shall have the right to perform from the Leased Premises the aeronautical services listed in Article 2 of this Agreement as specified in the Minimum Requirements for Airport Aeronautical Services at Waukesha County Airport. Lessee's permitted uses of the Leased Premises shall include corporate offices, training and ancillary uses that are related to its operation, and full access and operation rights 24 hours per day, every day of the year. Lessee shall not engage in any other business or operation without the written consent of the County. Lessee understands that a violation of this paragraph is a material default and breach of this Agreement, which gives the County the rights set forth in Article 12 of this Agreement.

The "24 hours per day, every day of the year" operation right is subject to the right of the Airport Operations Supervisor to close Airport operations when required by federal or state law, when extreme weather conditions necessitate closure, or when runway safety requires closure.

2. Aeronautical Facility Use - Lessee shall be permitted to use, in common with others, existing and future aeronautical facilities at the Airport as they may exist or be modified, augmented, or deleted from time to time. These facilities shall include, but not be restricted to the landing areas, their extensions and additions, roadways, aprons, and any air navigation facilities or other conveniences for the flying, landing, and taking-off of aircraft. Nothing herein shall prohibit the County from modifying, augmenting, or deleting any such facilities.
3. Ingress and Egress - Subject to rules and regulations governing the use of the Airport as may be established by the Airport Operations Supervisor, the Lessee, its employees, suppliers of materials, furnishers of service, sub-lessees (to the extent permitted or allowed hereunder), business visitors, and invitees shall have the right of ingress and egress to and from the Leased Premises leased exclusively to Lessee.
4. Quiet Enjoyment - The County covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this

Agreement. Lessee agrees that temporary inconveniences, such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements or Airport events shall not constitute a breach of quiet enjoyment of the Leased Premises.

ARTICLE 6 RIGHTS AND PRIVILEGES OF COUNTY

In addition to the other rights and privileges herein retained by it, the County has and reserves the following rights and privileges:

1. Airport Development - The County has the right, but shall not be obligated to Lessee, to develop or improve the landing areas and other portions of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance. If the development of the Airport requires it, the County has the right to either (1) substitute another parcel of land for the Leased Premises, and relocate Lessee's improvement(s) to that new parcel at no cost to the Lessee, or (2) purchase Lessee's improvements at fair market value, and terminate this Agreement. In the event of a substitution and relocation or a purchase and Agreement termination as permitted by this section, the County shall have no liability to the Lessee for any loss, expense, damage or cost of any nature whatsoever that results from or is occasioned by the substitution and relocation or the purchase and Agreement termination.
2. Aerial Approaches - The County has the right to take any action it considers necessary to protect the aerial approaches and transition surfaces of the Airport against obstruction, together with the right to prevent the Lessee or any sub-lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the Airport Commission, would limit the usefulness of the Airport or constitute a hazard to aircraft.
3. War, National Emergency, Riot, or Natural Disaster - During time of war, national emergency, riot or natural disaster, the County shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin for military or National Guard use and, in such event, the provisions of this Agreement, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be suspended for the term of such government lease.
4. Access to Leased Premises - To the extent necessary to protect the rights and

interests of the County or to investigate compliance with the terms of this Agreement, the Airport Operations Supervisor or his designee shall at any and all times have the right to inspect the Leased Premises, including all buildings, structures, and improvements erected thereon.

5. Government Use of Airport - This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States Government, 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.
6. Unrestricted Right of Flight - The County, for the use and benefit of the public, has a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

ARTICLE 7 OBLIGATIONS OF LESSEE

Except as otherwise specifically provided herein, Lessee shall have the following obligations during the term of this Agreement.

1. Condition of Leased Premises - Lessee accepts the Leased Premises in its present condition and, without expense to the County, will maintain any installations thereon.
2. Maintenance, Exterior Storage, and Housekeeping - Lessee shall, at its own expense, keep in good order, maintain, and repair the Leased Premises, any improvements thereto, and all equipment and building in a presentable and operable condition, consistent with good business practices, and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity. This shall include, but not be limited to, hangar doors, door rollers, steel trusses, motors, pumps, other mechanical equipment, all doors, and heating, ventilating, and air conditioning (HVAC) equipment in accordance with instructions provided by the manufacturers thereof, roof, and exterior painting. Lessee shall supply and replace lights, both incandescent and fluorescent, including starters and ballasts throughout the Leased Premises. Lessee shall also

be responsible for, at its own expense, landscaping, mowing, and weed control in the confines of the Leased Premises. Lessee shall also be responsible for snow removal and control within three feet of the Leased Premises.

Lessee further agrees that there will be no outside storage of equipment, materials, supplies, or damaged or partially dismantled aircraft on the Leased Premises and will remove, at its expense, all trash, garbage, and oil, and not deposit the same on any part of the Airport except temporarily in conjunction with collection or removal.

In the event Lessee does not keep the Leased Premises in a presentable condition, the County has the right to issue a written notice to remedy the condition forthwith. Should Lessee fail to perform satisfactorily within ten (10) days of such notification or show cause for extension of said time period, the County shall have the right to perform, or have performed by an outside contractor the necessary work without liability, and Lessee agrees to pay the County one hundred twenty-five percent (125%) of such expenses within fifteen (15) days upon invoice receipt.

In the event of fire or any other casualty to buildings or other structures owned by Lessee, Lessee shall either repair or replace the building or remove the damaged building and restore the Leased Premises to its original condition; such action must be accomplished within one hundred twenty (120) days of the date the damage occurred. Upon petition by Lessee, the County may grant an extension of time if it appears such extension is warranted.

3. Additions or Alterations - Lessee is prohibited from making alterations, attaching external fixtures, or making other changes to the hanger facility or Leased Premises unless approved in advance, in writing, by the Airport Operations Supervisor. Any improvements made to the Leased Premises shall become the property of County.
4. Signage and Illumination - Lessee shall not paint upon, attach, exhibit or display in or about said Leased Premises any sign without first obtaining the written consent of the Airport Operations Supervisor regarding the nature and construction of said sign. Lessee may erect across the front of the building an appropriate sign containing the name of the Lessee, with Airport Operations Supervisor approval, said approval not to be unreasonably withheld.
5. Utilities - Lessee agrees to provide its own connections with utilities and to make

separate arrangements with the agencies responsible for these utilities. Lessee shall pay for all utility service supplied to the Leased Premises, and if required by the utility agencies as a condition of providing the services, Lessee will install and pay for standard metering devices for the measurement of such services. In the event it shall become necessary to make utility service or facility changes, Lessee will either make such changes and installations, at its expense, as directed and required by the utility organizations, or pay the utility organization for such changes made. The County shall have the right, without cost to Lessee, to install and maintain in, on or across the Leased Premises, sewer, water, gas, electric, and telephone lines, electric substations, or other installations necessary to the operation of the Airport, or to service other tenants of the County; provided, however, that the County shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Lessee's use of the Leased Premises.

6. Discrimination - Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that a) no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said Leased Premises, b) that in the construction of any improvements on, over, or under such Leased Premises and the furnishings of services, thereon, no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and c) that the Lessee shall use the Leased Premises 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.
7. Costs of Enforcement - Lessee covenants and agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by the County in enforcing the covenants, conditions and obligations of this Agreement.
8. Taxes, Licenses, and Permits - Lessee shall obtain and keep current all municipal, County, State and Federal licenses and permits that may be required in its operation. Also, Lessee will bear, pay, and discharge all taxes, assessments and levies of every nature and kind which may be taxed, charged or assessed lawfully against the Leased Premises and improvements thereon, or which may be lawfully

levied or imposed upon the leasehold by a governmental agency.

9. Liens - Lessee agrees to promptly pay all sums legally due and payable on account of any labor performed on, or materials furnished for the Leased Premises. Lessee shall not permit any liens to be placed against the Leased Premises on account of labor performed or material furnished, and in the event such a lien is placed against the Leased Premises, Lessee agrees to save the County harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.
10. Parking - Lessee agrees to prohibit vehicle parking on the Airport premises other than those vehicles specifically associated with the use of the Leased Premises and no other. Lessee, its employees, sub-lessees, guests and invitees shall park only on Lessee's Leased Premises, or other publicly designated parking areas. Lessee, its agents or guests are expressly prohibited from operating any vehicle on any area of the Airport designated as a "movement area". Lessee shall at all times comply with posted signs regulating the movement of vehicles.
11. Laws, Ordinances, Rules and Regulations - Lessee agrees to observe and obey the rules and regulations governing the conduct and operation of the Airport facilities promulgated from time to time by the Airport Operations Supervisor, Airport Commission, and/or Waukesha County Board. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including all applicable Federal Aviation Administration orders, regulations and advisory circulars that pertain to any conduct or operation at the Airport.
12. Storage of Flammable Fluids - Lessee agrees that the storage of gasoline or other flammable fluids in bulk quantities shall be limited to the Airport Fuel Farm or to such area as designated by the Airport Operations Supervisor. Lessee agrees that the storage of all other gasoline or flammable fluids shall be in an approved steel locker labeled "FLAMMABLE". The Airport Operations Supervisor may, in his discretion, prohibit or impose restrictions on the storage of said materials if, in the Airport Operations Supervisor's opinion, the storage is determined to be a safety hazard. The disposal of any hazardous chemicals or fluids on the Airport premises is prohibited and is considered a material breach of this Agreement.
13. Snow Plowing - Lessee agrees to be responsible for the plowing of snow within three (3) feet of its Leased Premises including parking lot(s) and aircraft parking ramp(s). Snow plowing adjacent to or in aircraft parking ramp(s) area(s) will be

consistent with the requirements of the Federal Aviation Administration (“FAA”) as established in Advisory Circular Airport Field Condition Assessments and Winter Operations Safety or its successors. The County shall provide snow removal on all movement areas consistent with priorities established and specified in the Waukesha County Airport Snow and Ice Control Plan.

14. Covenants - Lessee acknowledges receipt of a copy of the Waukesha County Airport Covenants that apply to its Leased Premises and shall comply with the requirements of these Covenants as they may be amended from time to time.

ARTICLE 8 SURRENDER OF PREMISES; HOLDING OVER

Upon the expiration or earlier termination of the Lease, Lessee shall deliver to County possession of the Leased Premises, in a clean, orderly and sanitary condition, consistent with good hangar practice, free of debris and in as good of order and state of repair as existed on the Commencement Date, ordinary wear and tear and casualty not caused by Lessee only excepted. Lessee shall deliver to County all keys for locks in the Leased Premises and any property of Lessee not removed from the Leased Premises shall be deemed abandoned. County may, but is not obligated to, retain or dispose of any abandoned property without any liability by County to Lessee and Lessee shall pay to County on demand, expenses incurred by County in removing and disposing of such property, including, without limitation, County’s attorneys’ fees. If Lessee remains in possession of the Leased Premises after expiration of this Lease but without County’s written consent, Lessee shall be deemed to be occupying without claim of right and Lessee shall hold harmless and indemnify County from and against all costs arising out of Lessee’s delay in surrendering the Leased Premises, including, without limitation, damages founded on the claim of any successor lessee of the Leased Premises. Lessee shall further pay an additional charge for each day of such hold-over occupancy without County consent which is equal to twice the per diem rate of monthly rental as was due and payable prior to expiration of the Lease term and which charge shall be computed and paid on a daily basis.

ARTICLE 9 INSURANCE

Lessee shall, at its expense, maintain insurance in full force and effect during the terms of this Agreement in such amounts and coverages as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of Wisconsin satisfactory to the

County. The County, its boards, commissions, agencies, appointed and elected officials, employees, and representatives shall be named as additional insureds. Certificates of Insurance evidencing the required insurance shall be filed with the County's Airport Operations Supervisor and upon request certified copies of the required insurance policies shall also be filed. The Certificates of Insurance and all such policies shall contain a provision that coverages will not be canceled or non-renewed during the term of this Agreement unless thirty (30) days' advance notice in writing has been given to the County in the manner specified in this Agreement.

1. Commercial General Liability

Lessee shall maintain commercial general liability insurance with the policy written to provide coverage for, but not be limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual and independent contractors. The County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and stated as such on the certificate of insurance.

Limits - The limits of liability shall be not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

2. Automobile Liability

Comprehensive Automobile Liability or Business Auto Policy form covering all owned, hired and non-owned private passenger autos and commercial vehicles, including vehicles that are used in any way related to self-fueling.

Limit - \$1,000,000 combined single limit, each occurrence. Bodily injury and property damage.

3. Hangar Keepers Liability*

Limit - Total value of aircraft stored, each accident.

*only required if leasing hangar space to others for storage

4. Worker's Compensation and Employer's Liability

Lessee shall maintain statutory worker's compensation benefits and employer's liability insurance with a limit of liability of not less than \$100,000 each accident for employees of Lessee who are engaged in any operations on the airport, including self-fueling.

5. Property Insurance (for all property on the Leased Premises).

Limit - Lessee shall carry sufficient all-risk property insurance on owned and leased buildings and equipment, including aircraft and self-fueling equipment at the Airport.

6. Aircraft Liability (for all owned/leased aircraft which are operated at the Airport)

Limit - \$1,000,000 combined single limit, each occurrence. Bodily injury and property damage.

It is expressly understood that the County has no responsibility for Lessee's owned or leased equipment.

The County may require reasonable increased limits of liability for the above insurance coverages if it determines that the stated limits are inadequate based on insurance industry standards, legal considerations or risk exposure review.

The County may elect, at its option, to terminate this Agreement upon the cancellation or other termination of any insurance policy issued in compliance with this Article, unless another policy has been filed and approved pursuant to this Article, and shall have been in effect at the time of such cancellation or termination.

ARTICLE 10 INDEMNIFICATION AND HOLD HARMLESS

Lessee shall hold the County harmless, defend and indemnify the County in all action against it. Lessee will not hold the County liable for any damage to property or injury or death to person when the damage, injury or death is in any way connected or related to the Lessee's obligations under or its performance of this Agreement; its use or occupancy of the Leased Premises; or, any of its operations permitted or required by the Agreement. This hold harmless provision will not apply if the damage, injury or death was caused by 1) an intentional act of the County, or 2) a reckless act of the County.

If any demand, claim, lawsuit or proceeding is brought against the County and is in any way connected or related to the Lessee's performance of or its obligations under this Agreement; its use or occupancy of the Leased Premises; or, the operations permitted or required by this Agreement, Lessee shall fully defend the County against the demand, claim, lawsuit or proceeding. The County shall give the Lessee prompt notice of any such demand, claim, lawsuit or proceeding. If such demand, claim, lawsuit or

proceeding is brought the County shall have the right, but not the duty, to (1) investigate and settle the demand, claim, lawsuit or proceeding, and (2) participate in the defense of the demand, claim, lawsuit or proceeding.

If a demand, claim, lawsuit or proceeding as described in the preceding paragraph is brought, the Lessee shall pay all expenses, costs, losses, damages, fees, including attorney fees, fines, forfeitures, judgments and awards that result from the demand, claim, lawsuit or proceeding. If the demand, claim, lawsuit or proceeding was settled by the County, the Lessee shall have no payment obligation unless it approved the settlement.

In this Article, "County" includes Waukesha County and the Waukesha County Airport Commission and all of their boards, commissions, agencies, appointed and elected officials, members, employees, officers and agents.

ARTICLE 11 SUBLEASES; RESPONSIBILITY FOR SUBLESSEE

Lessee shall not sublease the Leased Premises, nor any part of the Leased Premises without the express written consent of the County, such consent to not be unreasonably withheld. At a minimum, the County will require that any sublease agreement be in writing and that it include: that each unit must be primarily used for the storage of aircraft and related material and/or supplies according to the FAA's policy on the Non-Aeronautical Use of Airport Hangars found at 79 Federal Register (FR) 42483, July 22, 2014, as amended; that the agreement be subject to the terms and conditions of this Agreement; that sub-lessees maintain aircraft liability insurance in the amounts the County sees fit; that sub-lessees maintain other insurance coverages and amounts as the County prescribes; and that sub-lessees hold the County harmless.

Lessee shall accept full responsibility and liability for the acts and omissions of its sub-lessees. Lessee shall not be released from any liability under this Agreement in the event of any subleases of the Leased Premises in whole or in part.

ARTICLE 12 DEFAULTS AND REMEDIES

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the Lessee:

1. The filing by Lessee of a voluntary petition in bankruptcy.
2. The institution of proceedings in bankruptcy against Lessee, and the adjudication of Lessee as bankrupt pursuant to such proceedings.
3. The court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.
4. The filing of any lien against the Airport or any of its property as the result of any act or omission of Lessee if the lien is not discharged or contested in good faith by Lessee (as determined by the County) within fifteen (15) days of Lessee's receipt of notice of the lien unless Lessee posts a bond within this time period equal to the amount of the lien.
5. The voluntary abandonment by Lessee of its operations at the Airport for a period of ten (10) days or more.
6. The appointment of a receiver of Lessee's assets or any general assignment for the benefit of Lessee's creditors.
7. The transfer of Lessee's interest herein by other operation of law.
8. The failure by Lessee to make any payment required by this Agreement at the time such payment becomes due where such failure continues for a period of fifteen (15) days after written notice from the County.
9. The falsification by the Lessee of any of its records or figures so as to deprive the County of any of its rights under this Agreement.
10. The failure by Lessee to perform any of the covenants, conditions, or obligations imposed on it by this Agreement where the failure continues for a period of fifteen (15) days after written notice from the County.
11. A sale or other transfer of stock in Lessee's corporation which divests the present stockholders of the controlling interest without the written approval of the County such approval not to be unreasonably withheld.
12. The transfer or assignment or attempted transfer or assignment of this Agreement by Lessee without securing prior written approval of the County such approval not to be unreasonably withheld. It shall be understood for the purpose of this paragraph that negotiations by Lessee for the assignment or transfer of this Agreement shall not be construed as "attempted transfer".

In the event of a breach of this Agreement by Lessee, the County shall be entitled to any and all legal and equitable remedies available to it under applicable law. Without limitation, these remedies shall include the following which are cumulative and not exclusive:

1. Specific performance of any obligation of Lessee.

2. Declaratory and injunctive relief.
3. The recovery of all damages of any nature that result from the Lessee's breach which damage include unpaid rent, fees and other payments, and the loss of future rent.
4. Reasonable attorney fees for services related to Lessee's breach of this Agreement including fees for attorneys who are County employees.
5. The termination of the Agreement and repossession of the Leased Premises by the County upon thirty (30) days' written notice of termination provided that the breach serving as the basis for termination is not sooner fully cured. If this Agreement is terminated, the Lessee shall remove all property owned by it from the Leased Premises and restore and surrender the Leased Premises to the County in the same condition as when originally received. If the Lessee fails to remove its property and to restore and surrender the Leased Premises as required, the County may do so and the Lessee shall be liable to the County for all expenses of removing the property (including storage fees, if any) and restoring the Leased Premises.

The failure of the County to declare this Agreement terminated for any of the reasons stated above shall not bar the right of the County to subsequently terminate this Agreement for any of the reasons stated above. Further, the acceptance of rental or fees by the County for any period after a default by Lessee shall not be deemed a waiver of any right on the part of the County to terminate this Agreement. In the event of termination, the County shall be obligated to make reasonable efforts to re-lease the Leased Premises and otherwise mitigate damages.

ARTICLE 13 CANCELLATION BY LESSEE

Lessee may cancel this Agreement at any time that it is not in default in its obligations by giving the Airport Operations Supervisor thirty (30) days' written notice to be served as hereinafter provided after the happening of any of the following events, if such event materially impairs the conduct of Lessee's normal business on the Airport:

1. The issuance by a court of competent jurisdiction of any injunction in any way preventing or restraining normal use of the Airport or any substantial part of it, and the injunction remains in force for a period of sixty (60) consecutive days

such injunction not being the result of any fault of Lessee;

2. The inability of Lessee to use, for a period of three (3) consecutive months, the Airport, the Leased Premises or any substantial part of either due to any restriction or right reserved by the County under this Lease due to the enactment or enforcement of any law or regulation; because of fire, earthquake or similar casualty or Acts of God or the public enemy; or, due to any default or fault of the County; or
3. The lawful assumption by the United States Government of the operation, control or use of the Airport or any substantial part of it for military purposes in time of war or national emergency for a period of at least ninety (90) days.

Failure of Lessee to declare this Agreement canceled for any of the reasons set forth above shall not operate to bar or destroy the right of Lessee to cancel this Agreement by reason of any subsequent occurrence of the described events.

ARTICLE 14 REMEDIES CUMULATIVE; NO WAIVER

All of the rights and remedies given to the County in this Agreement are cumulative and no one is exclusive of any other. The County shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law whether stated in this Agreement or not.

The failure of the County to take action with respect to any breach by Lessee of any covenant, condition or obligation in this Agreement shall not be a waiver of such covenant, condition or obligation or a subsequent breach of the same or any other covenant, condition or obligation. The acceptance by the County of any rent or other payment shall not be a waiver by it of any breach by Lessee of any covenant, condition or obligation.

ARTICLE 15 DAMAGE TO PROPERTY OF LESSEE AND OTHERS

The County shall have no liability to the Lessee or its sub-lessees, contractors, guests or invitees for any damage to their property caused by fire, tornado, earthquake, windstorm or other casualty, and not for any damage caused by the act or omission of a third party.

**ARTICLE 16
DAMAGE TO PREMISES AND PROPERTY
BY LESSEE AND OTHERS**

If any part of any Airport property is damaged by the act or omission of the Lessee, its agents, officers, employees, contractors, invitees, sub-lessee and subcontractors, the Lessee shall pay to the County, upon demand, any amount which the County reasonably determines is necessary to repair or replace the property.

**ARTICLE 17
COUNTY REPRESENTATIVE**

The Airport Operations Supervisor is the official representative of the County for the administration and enforcement of this Agreement.

**ARTICLE 18
SUBORDINATION**

This Agreement is and shall be subordinate to any existing or future Agreement between the County and the United States regarding the operation or maintenance of the Airport.

**ARTICLE 19
COMPLIANCE WITH LAW**

At its own expense, the Lessee shall comply with all laws of the United States and the State of Wisconsin, all applicable local ordinances, and all rules and requirements of any law enforcement, fire department or other municipal agency. At its own expense, the Lessee shall obtain any and all permits and licenses which may be necessary for any activity at the Airport for which a license or permit is required. The Lessee shall not do or allow to be done anything at the Airport which is in violation of, or prohibited by any law, ordinance, rule, requirement, permit or license. If the attention of the Lessee is called to any such violation, the Lessee will immediately desist from or cause to be corrected such violation.

**ARTICLE 20
GOVERNING LAW;
VENUE FOR DISPUTES**

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Wisconsin. Any lawsuit related to or arising out

of disputes under this Agreement shall be commenced and tried in the circuit court of Waukesha County, Wisconsin, and the County and the Lessee submit to the exclusive jurisdiction of the circuit court for such lawsuits.

**ARTICLE 21
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument.

**ARTICLE 22
SEVERABILITY**

In the event that any provision in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement provided that the invalidity of any such provision does not materially prejudice either the County or Lessee in their respective rights and obligations contained in the valid provisions of this Agreement.

**ARTICLE 23
SURVIVAL OF OBLIGATIONS/
SUCCESSORS AND ASSIGNS BOUND**

The Lessee shall be responsible for the obligations in Article 10 in perpetuity. Additionally, any payment obligation and repair obligation that exists as of the termination or cancellation of this Agreement shall extend until the obligation is satisfied.

All of the provisions, covenants, and stipulations in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties.

**ARTICLE 24
ENTIRE AGREEMENT**

This Agreement, together with any exhibits, contains and embodies the entire Agreement between the County and the Lessee and supersedes and replaces any and all prior agreements, understandings and promises on the same subject whether they are written or oral.

**ARTICLE 25
NO ASSIGNMENT**

This Agreement may not be assigned, nor may any part of it be assigned, without the express written consent of the County, which consent shall not be unreasonably withheld.

**ARTICLE 26
RIGHTS UPON EXPIRATION, TERMINATION OR CANCELLATION**

Upon expiration of this Agreement or upon termination/cancellation of this Agreement, the County may, in its sole discretion, do any of the following:

1. Negotiate a new agreement with Lessee;
2. Take title to all structures located on the Leased Premises; or
3. Order and require Lessee to remove all structures located on the Leased Premises and restore the site to its original condition within (60) days.

**ARTICLE 27
DAMAGE BY CASUALTY OR OTHER FACTORS**

If at any time, any part of the leased or managed premises is damaged or destroyed by fire, earthquake, tornado, windstorm or other casualty, the County shall be under no obligation to rebuild or repair the damaged or destroyed part. The County shall have no obligation to the Lessee or any sublessee or subcontractor for any damage or destruction to their property caused by fire, earthquake, tornado, windstorm or other casualty, or caused by any other factor except for the sole negligence of the County.

**ARTICLE 28
PARAGRAPH HEADINGS**

All article, paragraph and subparagraph headings contained in this Agreement are for convenience in reference only, and are not intended to define or limit the scope of any provision.

**ARTICLE 29
NOTICES**

Notices to the County or Lessee provided for in this Agreement shall be hand delivered or sent by certified mail, postage prepaid, addressed to:

County

Airport Operations Supervisor
Inc. Waukesha County Airport
2525 Aviation Drive
Waukesha, WI 53188
Waukesha, WI 53188

Lessee

Plane Safe Aircraft Maintenance,
Samuel K. Cryer & Druanne M.
Pierce
503 Bluemound Road
Waukesha, WI 53188

or to such other addresses as the parties may designate to each other, in writing, from time to time, and such notices shall be deemed to have been given when so sent.

All payments shall be made payable to the Waukesha County Airport and sent to the attention of the Airport Operations Supervisor at the County's address stated above.

IN WITNESS WHEREOF, the parties have hereto have caused this Agreement to be executed by their proper officers, as of the ____ day of _____, 2018.

Signed in the Presence of:

WAUKESHA COUNTY:

By: _____

Matthew W. Grenoble
Airport Operations Supervisor

Signed in the Presence of:

LESSEE:
PLANE SAFE AIRCRAFT MAINTENANCE, INC.

By: _____

Samuel K. Cryer
President

By: _____
Druanne M. Pierce
Vice President