

HANGAR AREA LEASE

THIS AGREEMENT, made and entered into on the date indicated below by and between the City of Menomonie, State of Wisconsin, a municipal corporation, hereinafter called the Lessor, and Brian Wier of N8280 627th Street, Colfax, WI 54730, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the Lessor owns and operates an airport known as the Menomonie Municipal Airport and said Lessee is desirous of leasing from the Lessor a certain parcel of land on the said airport, hereinafter more fully described, for the purpose of aircraft storage; and

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and shall conduct only such aircraft maintenance on its own aircraft as performed by the Lessee or by regular employees of the Lessee, and

NOW, THEREFORE, for an 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. - See Attached.

Lot Site: Parcel D, Lot 8, CSM #520
Size of Site: 65 ft. x 124 ft.

2. Term. The term of this lease shall be for a period of twenty (20) years commencing on the date of the signing of a document.

3. Rent. The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental charge of \$120.00 per year, payable yearly with the first payment being made on the date of the signing of this lease. It is understood and agreed that the rental rate herein specified shall be subject to re-examination and readjustment every five (5) years beginning in 2006 on the Lessee's anniversary date, and that any readjustment of said present rates, or as same may be amended hereinafter, shall be reasonable.

4. Hangar 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 and Human Relations and pertinent provisions of any local ordinances in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction. The following restrictions shall also apply:

- a. The hangar shall be located with the "plane-entrance door" facing in common alignment with the existing hangar constructed directly to the north.
- b. The hangar constructed shall be of a single unit design and conform in height to existing hangars, ± 4 feet. Hangars shall be built consecutively at the site with their roof ridge in an east-west direction. Hangars for more than one plane or multiple occupancy are allowed only after site size, lease rate and building are approved by the Lessor.

- c. Hangars shall be approximately centered in lot. Minimum side yard shall be 10 feet. A 4' apron of concrete shall be constructed by the owner in front of each hangar and be a minimum of 4' wider than the hangar door, and at least 2' wider on each side.
- d. Each hangar shall be white in color with brown trim, including walls and roof.
- e. Exterior materials for hangars shall be new prefinished rib-type metal, not corrugated.

5. Non-exclusive Use. The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interests 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; and 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 Regulations. The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the airport.

7. Hold Harmless. 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 all loss or damages by reason of such acts or omissions.

8. Insurance. The Lessee agrees that he will deposit with the Lessor a policy of comprehensive liability insurance and fire insurance. Such liability policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of Five Hundred Thousand Dollars (\$500,000.00) for the injury or death of one or more persons in any one accident, and in the amount of Five Hundred Thousand Dollars (\$500,000.00) for damage to property of others for any one accident. The failure to obtain the above specified insurance shall automatically terminate the lease; 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.

9. Maintenance of Buildings. The Lessee will maintain the structures occupied by Lessee 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. Right to Inspect. The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the property enforcement of any of the covenants or conditions of this agreement.

11. 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.

12. Signs. The Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.

13. Default. The Lessee shall be deemed in default upon:

- a. Failure to pay rent or taxes or assessments referred to at paragraph 11 within 30 days after due date;
- b. The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement;
- c. The commencement of a proceeding for dissolution or for the appointment of a receiver;
- d. The making of an assignment for the benefit of creditors;
- e. Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within 30 days.

Default by the Lessee shall authorize the Lessor, at its option and without legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises.

14. Title. Title to the buildings erected by the Lessee shall remain with the Lessee and shall be transferable. Upon termination of this lease, the Lessee may, at the option of the Lessor, remove the buildings, all equipment and property therein and restore the leased property to its original condition.

15. Snow Removal. The Lessor agrees to provide snow removal services to the Lessee's leased premises in the hangar area except within three (3) feet of hangar door. Such snow removal shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared.

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.

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.

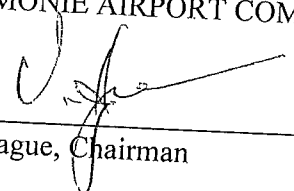
18. Subordination Clause. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition 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 this 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 the 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 22nd day of May, 2001.

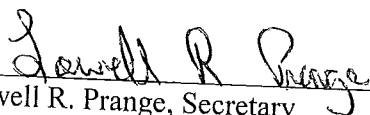
LESSOR:

CITY OF MENOMONIE
MENOMONIE AIRPORT COMMISSION



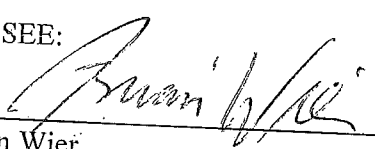
Vince Hague, Chairman

ATTEST:



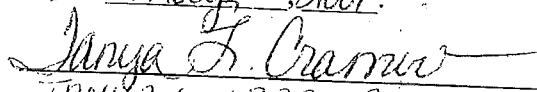
Lowell R. Prange, Secretary

LESSEE:



Brian Wier

Subscribed and sworn to before me this 22nd
day of May, 2001.



TANYA L. CRANNER

Notary Public, State of Wisconsin

My Commission Expires: 8/15/04