



SUPERIOR

WISCONSIN

Living up to our name.

City Attorney's Office
Frog Prell, City Attorney
Heather Peterson, Paralegal

Phone: (715) 395-7214
Fax: (715) 395-7590
E-mail: attorney@ci.superior.wi.us

1316 North 14th Street, #301
Superior, WI 54880

November 4, 2015

Attorney Diana Bouschor Dodge
Johnson, Killen & Seiler
800 Wells Fargo Center
230 W. Superior Street
Duluth, MN 55802

RE: Midwest Aviation Lease

Dear Attorney Bouschor Dodge:

Enclosed with this letter please find three duplicate originals of the Amendment to Land Lease as well as the Non-Disturbance and Attornment Agreement which have been executed by City officials. I would request that you see to the execution of all three copies by the proper parties at Midwest Aviation and Pioneer National Bank. Please return one of the copies to my office. I will see to its filing with the City Clerk's office.

If you should have any questions or concerns regarding any of the above, please feel free to contact this office.

Very truly yours,

Frog Prell
City Attorney

FP:hp

Enc.

cc: Terri Kalan, City Clerk

Amendment
Land Lease at the Richard I. Bong Airport
Superior, Wisconsin

The City of Superior, State of Wisconsin, a municipal corporation existing by and under the authority of the laws of the State of Wisconsin (hereinafter referred to as the City) and Midwest Aviation, LLC, a Wisconsin limited liability company located at 12234 E. County Road B, Lake Nebagamon, WI 54849 (hereinafter referred to as "Lessee") are parties to a Land Lease dated April 8, 2013, for lease of certain land at the Richard I. Bong Memorial Airport.

The parties desire to amend the Land Lease as follows:

- 1.) Attach Exhibit A, Legal description of the property.

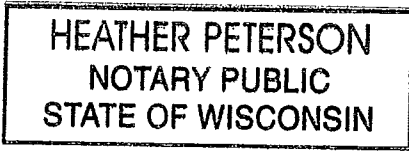
All other terms and conditions of this Land Lease remain in full force and effect.

Signed this 3rd of November 2015.

Heather Peterson

Subscribed and sworn to before me,
this 3rd day of November, 2015

Notary Public
County of Douglas
My Commission Expires 10/25/19



CITY OF SUPERIOR, WISCONSIN

Bumby

Mayor

Jean Vitt

Finance Director/Sr Admin Officer

J.P.L.

City Attorney

Terri Kalan

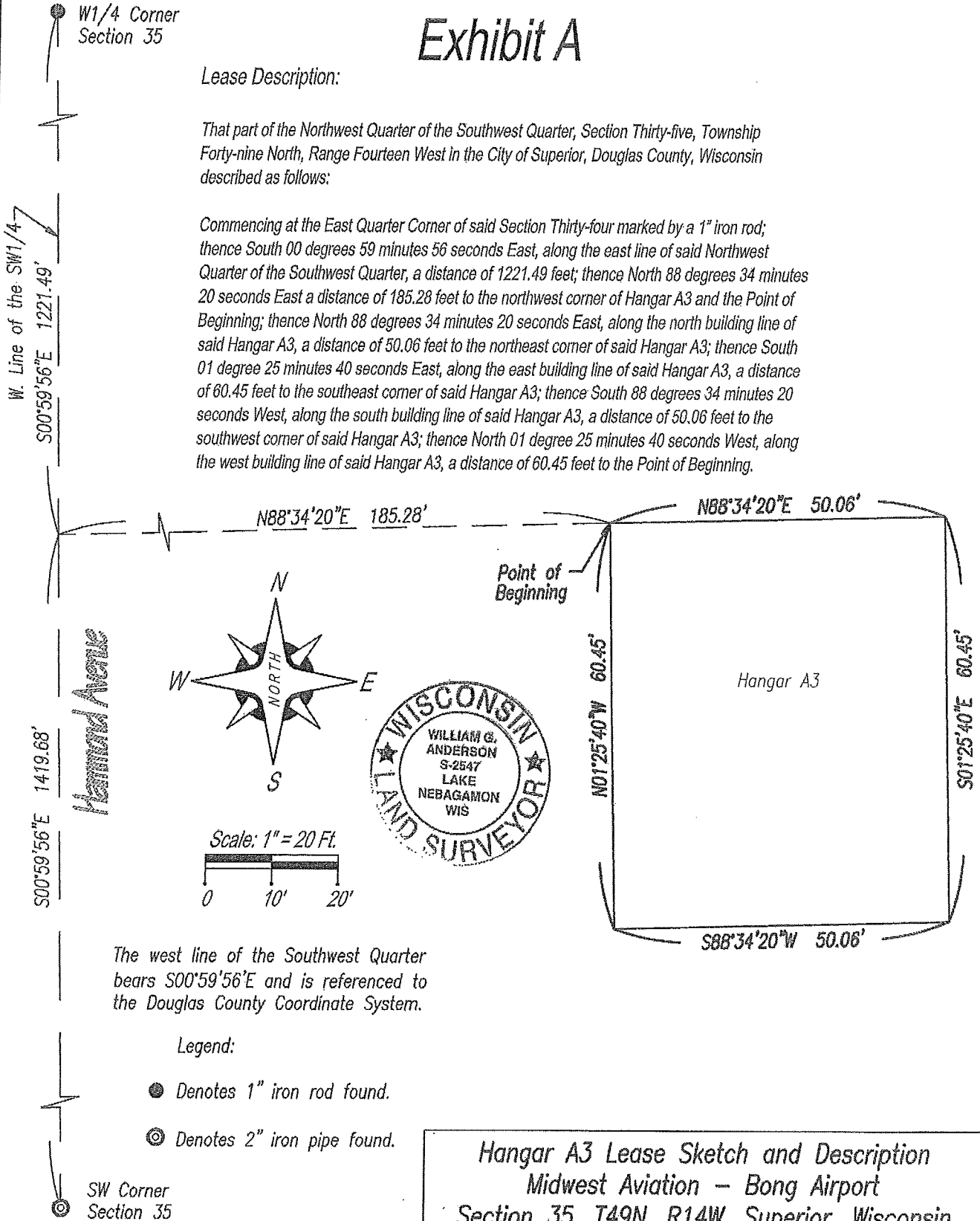
City Clerk

Exhibit A

Lease Description:

That part of the Northwest Quarter of the Southwest Quarter, Section Thirty-five, Township Forty-nine North, Range Fourteen West in the City of Superior, Douglas County, Wisconsin described as follows:

Commencing at the East Quarter Corner of said Section Thirty-four marked by a 1" iron rod; thence South 00 degrees 59 minutes 56 seconds East, along the east line of said Northwest Quarter of the Southwest Quarter, a distance of 1221.49 feet; thence North 88 degrees 34 minutes 20 seconds East a distance of 185.28 feet to the northwest corner of Hangar A3 and the Point of Beginning; thence North 88 degrees 34 minutes 20 seconds East, along the north building line of said Hangar A3, a distance of 50.06 feet to the northeast corner of said Hangar A3; thence South 01 degree 25 minutes 40 seconds East, along the east building line of said Hangar A3, a distance of 60.45 feet to the southeast corner of said Hangar A3; thence South 88 degrees 34 minutes 20 seconds West, along the south building line of said Hangar A3, a distance of 50.06 feet to the southwest corner of said Hangar A3; thence North 01 degree 25 minutes 40 seconds West, along the west building line of said Hangar A3, a distance of 60.45 feet to the Point of Beginning.



The west line of the Southwest Quarter bears S00°59'56"E and is referenced to the Douglas County Coordinate System.

Legend:

- Denotes 1" iron rod found.
- ⊙ Denotes 2" iron pipe found.

Hangar A3 Lease Sketch and Description
Midwest Aviation – Bong Airport
Section 35, T49N, R14W, Superior, Wisconsin

Cornerstone Surveying and Mapping, Inc.
 6637 S. Woodland Trail 715-374-2331
 Lake Nebagamon, WI 54849

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH CHAPTER A-E 7 AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE 9/30/15
 WI. LIC. NO. S-2547

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, dated this 3rd day of November, 2015, is entered into by and among City of Superior, State of Wisconsin, a municipal corporation existing under the authority of the laws of the State of Wisconsin ("Landlord"); and Midwest Aviation, LLC, a Wisconsin Limited Liability Company ("Tenant"); and The Pioneer National Bank of Duluth, a banking corporation under the laws of the United States ("Pioneer"):

RECITALS

- (A) Landlord is the owner and operator of an airport which includes all aeronautical navigation facilities, said airport being known as the Richard I. Bong Airport in the City of Superior, State of Wisconsin; and
- (B) Landlord and Tenant have entered into a Lease effective April 8, 2013 (the "Lease") pursuant to which Landlord has leased to Tenant and Tenant has leased from Landlord a portion of said real estate and as more specifically described in the Lease & Amended Lease (**Exhibit "A" & "B"**), (the "Leased Premises") and also legally described in the attached survey which is attached as **Exhibit "C"**.
- (C) Pioneer has advanced funds to Tenant for a buy-out of the Contract for Lease and Building with Shelby Holen d/b/a S&K Aviation (a/k/a S-K Aviation, Inc.) recorded as Document No. 860508 on July 2, 2013 with the Office of the Douglas County Recorder for the purchase of the hangar situated on the leased property described herein and requires this Agreement in consideration of advancing the funds.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Tenant and Pioneer agree as follows:

AGREEMENT

(1) That certain Ground Lease effective April 8, 2013 and Amended on the 3rd day of November, 2015 between Landlord and Tenant and all other Amendments thereto and Amendments hereafter shall be subject to the provisions of this Agreement.

(2) In the event that Tenant shall default in any provision of the Lease or any Amendments thereto, Pioneer shall be entitled to proffer and tender any and all sums of money or actions required to cure Tenant's defaults. Landlord agrees to provide Pioneer with copies of any notices of default required under the Lease and agrees that Pioneer may, at Pioneer's sole option, substitute Pioneer's interests for those of the Tenant in the event of such default. Landlord acknowledges that in the event Pioneer elects to substitute its interests for the interests of Tenant, that Pioneer may continue to operate Tenant's business directly or by contractual agreement with a third party. So long as Pioneer continues to pay the rent specified in the Lease and comply with other provisions in the Lease, Pioneer shall be entitled to act as the tenant and shall be able to sublet the premises with the consent of Landlord which consent will not be unreasonably withheld. Pioneer may, at its sole option, terminate and abandon its substituted interest in the Lease by providing Landlord 30 days' notice or paying the equivalent of one month's rent following termination or abandonment. Pioneer shall have no further obligation to Landlord.

(3) Tenant hereby certifies to Pioneer as follows:

- 3.1. The Lease has not been cancelled, modified, assigned, extended or amended.
- 3.2. There has been no prepaid rent or security deposit under the Lease.
- 3.3. The Lease is in full force and effect and free from default.
- 3.4. Tenant has received no notice of prior sale, transfer, or assignment, hypothecation, or pledge of the Lease or of the rent paid thereunder.

(4) This Agreement shall inure to the benefit of and shall be binding upon Landlord, Tenant and Pioneer, and their successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Pioneer, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

(5) This Agreement shall be governed by and construed according to the laws of the State of Wisconsin.

(6) Any notices required by this Agreement shall be mailed first class postage prepaid to:

To: The Pioneer National Bank of Duluth
331 North Central Avenue
Duluth, Minnesota 55807

Midwest Aviation LLC
12234 E. County Road B
Lake Nebagamon, Wisconsin 54849

With copies to:

Diana Bouschor Dodge
Johnson, Killen & Seiler, P.A.
230 West Superior Street, Suite 800
Duluth, MN 55802

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

LANDLORD:

CITY OF SUPERIOR

By

Its



Mayor

TENANT:

MIDWEST AVIATION LLC

By

Its

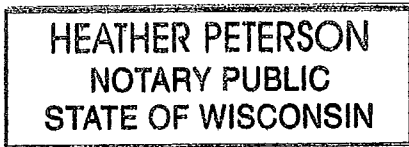
PIONEER:

THE PIONEER BANK NATIONAL
BANK OF DULUTH

By _____
John Conley, Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 3rd day of November, 2015
by Bruce Hagen, the Mayor of the City of Superior, on behalf of the
municipal corporation.



Heather Peterson
Notary Public
My commission expires: 10/25/19

STATE OF WISCONSIN)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ___ day of November, 2015,
by Corey Verdohjak, a Member of Midwest Aviation LLC, on behalf of the Company.

Notary Public
My commission expires: _____

