

(12) 2013

FYI
Orig. lease approved
by Council 6-7-94

LEASE (Amended 9/96)

THIS LEASE, made and entered into this 1st day of July, 1994, and amended this 15th day of September 1996, by and between 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 **DAVE EVANS TRANSPORTS, INC.**, (hereinafter referred to as the Lessee).

The City owns and operates an airport which includes all aeronautical navigation facilities, said airport being known as the Richard I. Bong Airport, and said City is desirous of leasing to Lessee certain premises hereinafter more fully described, located on said airport.

I. PERMITTED USES

Lessee, along with rental of hangar space and storage of airplanes, may engage in any aviation related business.

II. LEASE

A. For the consideration set forth below, the City of Superior does hereby lease to Lessee the following described premises (hereinafter referred to as the leased premises):

That part of Section 35, Town 49 North, Range 14 West, described as follows:

Beginning on the east right-of-way line of Hammond Avenue, said point 434 feet (434') south of a point through which a westerly projection of the south line of the Municipal Airport hangar passes; thence east at right angles a distance of 372 feet (372') to the point of beginning; thence south fifty feet (50'); thence east at right angles a distance of ~~fifty feet (50')~~ ~~seventy feet (70')~~; thence north at right angles a distance of ~~fifty feet (50')~~ ~~seventy feet (70')~~; thence west at right angles a distance of fifty feet (50') to the point of beginning.

Amended
12/94

A map of which is attached hereto as Exhibit I and incorporated herein by reference.

B. Lessee shall build and maintain an airplane hangar building on the leased premises. Such building or structure shall conform to the Building Code Requirements of the State of Wisconsin and the City of Superior, the Minimum Requirements for Airport Aeronautical Services

provide insurance coverage for such uses.

VI. FAA REQUIRED PROVISION

A. The Lessee for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be subjected to discrimination; (3) that the Lessee shall use the 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 of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. Lessee in the conduct of its authorized aeronautical business activities on said leased premises and on said airport, shall furnish good, prompt and efficient service adequate to meet the demands for its services at the airport, and shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service; provided, however, the Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

C. This agreement shall not be construed in any manner to grant Lessee or those claiming under it the exclusive right to the use of the premises and facilities of said airport other than those premises leased exclusively to Lessee hereunder.

D. It is clearly understood by the Lessee that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft or the airport from performing any services on its own aircraft with its own regular employees including, but not limited to, maintenance and repair that it may choose to perform.

VII. ADDITIONAL LEASE PROVISIONS

A. Lessee may not, at any time during the term of this Lease, assign, sublease, hypothecate or transfer this agreement or any interests or rights under this agreement, without the consent of the City.

B. Lessee will maintain the premises in good order and in compliance with applicable law and Lessee shall promptly make such repairs as are necessary. In the event of fire or any other casualty, 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 commenced within 120 days of the date the damage occurred and completed in a reasonable time thereafter. Upon petition by the Lessee, the City may grant an extension of time if it appears such extension is warranted.

C. The parties hereto for themselves, their legal representatives, successors and assigns, further covenant and agree as follows:

1) Lessee agrees to observe and obey during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by the City and by any other proper authority having jurisdiction over the conduct of the operations at the airport. It is understood by the Lessee that the airport is directly regulated by the City of Superior through its Airport Manager and, in realizing this, the Lessee agrees to fully cooperate with the Airport Manager, inform the Airport Manager of any such information, within reason, regarding operations as the Manager may request.

2) Lessee agrees to hold the City free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission on the part of Lessee, his agents, servants and employees, and from all loss and damages by reason of such acts or omissions.

3) Except as provided in (6) below, so long as Lessee conducts his business in a fair, reasonable and workmanlike manner, Lessee shall peaceably have and enjoy the leased premises and all the rights and privileges herein granted.

4) Lessee agrees that no signs or advertising matter may be erected without the consent of the City, or that are not suitable to the City.

5) Lessee agrees to permit the City to install, maintain and operate proper

obstruction lights on the tops of all buildings or structures to be placed on the premises by the Lessee and agrees to reimburse the City for the cost of such installation.

6) During any period when the airport shall be closed by any lawful authority restricting the use of the airport in such a manner as to interfere with the use of same by Lessee for his business operation, the rent shall abate and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.

7) Failure on the part of the Lessee to pay the rent hereunder, within 30 days after same shall become due, except as provided in the preceding paragraph, shall authorize the City, at its option and without any legal proceedings, to declare this Lease void, cancel the same and re-enter and take possession of the premises, upon giving a 10-day notice by registered mail. Lessee shall promptly pay all taxes or assessments that may be levied against the personal property of the Lessee or the building on lands leased to it exclusively under this Lease.

8) If Lessee shall violate any of the restrictions of this Lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within 30 days, the City may at once, if it so elects, terminate the same and take possession of the premises, building and improvements thereto.

9) The City 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 proper enforcement of any of the covenants or conditions of the Lease.

10) The City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard. In the event the City does not maintain the runways, taxiways and apron to the reasonable satisfaction of the Lessee, Lessee may terminate this Lease on 30-day notice to the City.

11) During the time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument, insofar as they are

inconsistent with the provisions of the lease to the Government, shall be suspended.

12) Obstructions at Richard I. Bong Airport. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the City, would limit the usefulness of the airport or constitute a hazard to aircraft. Lessee shall, upon approval by the City and prior to any construction of any nature within the boundaries of the airport, prepare and submit to the Federal Aviation Administration, Great Lakes Regional Office, attention AAGL-530, 2300 E. Devon Avenue, Des Plaines, Illinois 60018, one executed set (four copies) of FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77. This notice must be submitted at least thirty (30) days prior to the date of the proposed construction/alteration or the date that an application for a construction permit is filed, whichever is earlier.

13) The Lessee shall keep the premises clean, neat and in good order, free from garbage, debris, salvage or junk. No junked or non-operating vehicles, airplanes, or parts thereof, shall be kept outside the hangar.

D. This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as condition precedent to the expenditure of Federal funds for the development of the airport.

E. Upon termination of this Lease, Lessee shall remove all buildings and improvements constructed by Lessee within ninety (90) days after the Lease termination date and restore the premises described herein to its original condition, free and clear of all debris. Said removal and restoration shall be subject to the approval and inspection of the Building Inspector of the City of Superior. Prior to commencement of said removal, Lessee shall deposit with the City Clerk of the City of Superior, a bond in the amount of twenty-five thousand dollars (\$25,000.00) to guarantee the performance in accordance with this provision. Said bond shall have a surety herein a corporation licensed by the State of Wisconsin Insurance Commission to act as surety. If said improvements are not removed in said ninety (90) day period, the City of Superior shall thereupon

obtain title to said improvements or remove them at Lessee's expense at the option of the City.

IN WITNESS WHEREOF, the parties have herein set their hands and seals this 23 day of September, 1996.

LESSEE:

David M Evans

David M. Evans, Owner
DAVE EVANS TRANSPORTS, INC.

Subscribed and sworn to before me,
this 23 day of Sept., 1996

Michael P. Welch Notary Public
Douglas County, WI
My commission expires: Feb. 14, 1997

CITY OF SUPERIOR, WISCONSIN

Margaret Ciccone

Margaret Ciccone, Mayor

Tom Hayden

Tom Hayden, City Attorney

Timothy Nelson

Timothy Nelson, Finance Director

Carol Ahlberg

Carol Ahlberg, City Clerk

SEAL

STATE OF WISCONSIN)

) SS

COUNTY OF DOUGLAS)

Personally came before me this 11th day of October, 1996, Mayor Margaret Ciccone, City Attorney Tom Hayden, City Clerk Carol Ahlberg and Finance Director Timothy Nelson, to me known to be the persons who executed the foregoing instrument as such officers as the deed of said City by its authority.

Laura Larson

Notary Public, Douglas County, WI

My commission expires: 8-20-00

airport\lease\Evans.amd - Sept. 1996
Orig. lease approved by Council: June 7, 1994

R. I. BONG

Municipal Airport

SCALE 1"=100FT.

UTILITY & LESSEE LOCATIONS

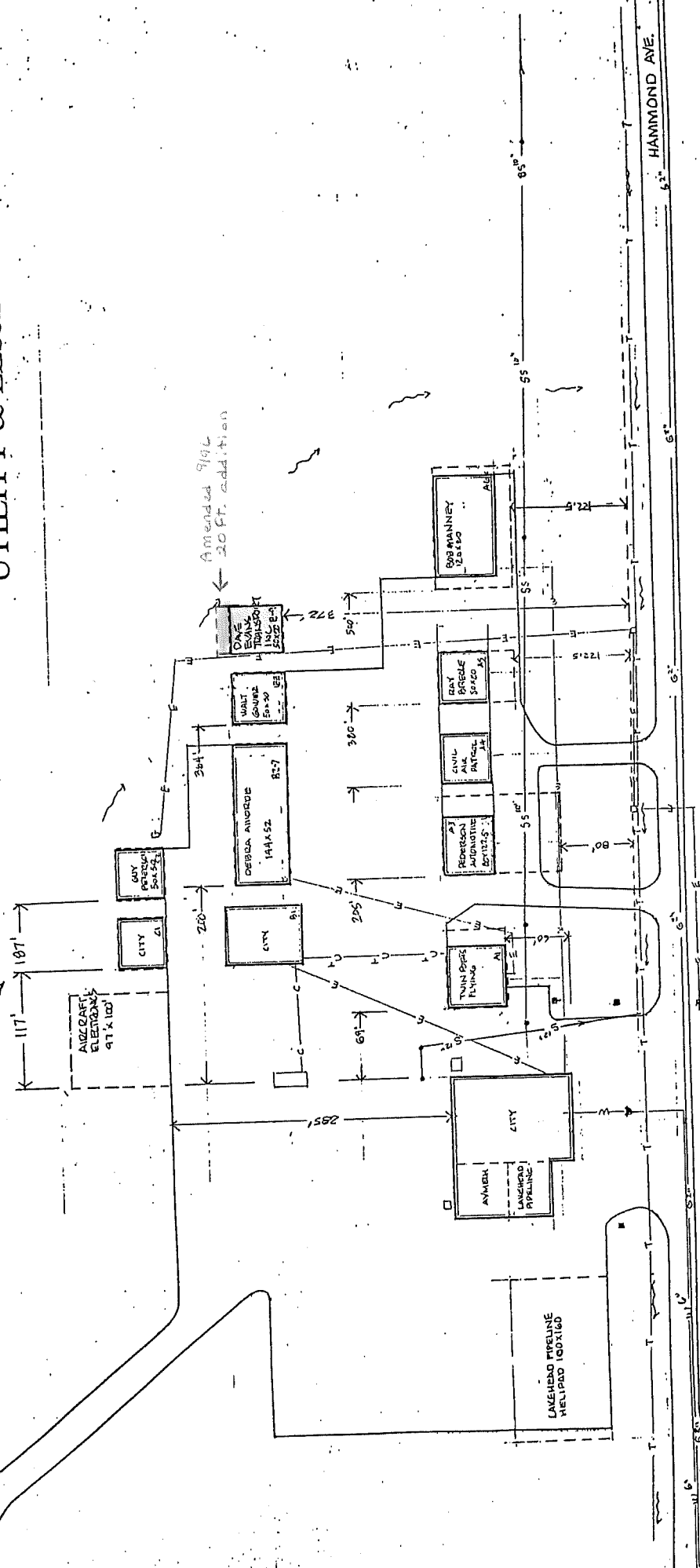


EXHIBIT I

(Ref: Airport land lease Dave Evans Transports, Inc.)

update 5-23-94
DRN VIC. 2-8-94



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

06/21/96

PRODUCER

Young & Rudolph
202 W. Superior St.; Suite 400
Duluth MN 55802-1955

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** **AUTO OWNERS INS CO**

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

RECEIVED

JUN 24 1996

JEFF VITO
PUBLIC WORKS DEPT.

INSURED

David Evans
1122 Cedar Ave
Superior WI 54880-0000

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	94472308535040	07/01/96	07/01/97	GENERAL AGGREGATE \$ 100000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$ 100000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 100000
					FIRE DAMAGE (Any one fire) \$ 5000
					MED. EXPENSE (Any one person) \$ 5000
					COMBINED SINGLE LIMIT \$
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> SCHEDULED AUTOS				EACH OCCURRENCE \$
	<input type="checkbox"/> HIRED AUTOS				AGGREGATE \$
	EXCESS LIABILITY				STATUTORY LIMITS
	<input type="checkbox"/> UMBRELLA FORM				EACH ACCIDENT \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

LOCATION: 4804 HAMMOND AVE, SUPERIOR WI 54880
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS LESSOR
 HANGER KEEPER LIABILITY - NOT APPLICABLE
 PRODUCTS LIABILITY - NOT APPLICABLE

CERTIFICATE HOLDER

CITY OF SUPERIOR
ATTN LOIS LARSON PUBLIC WORKS
1407 HAMMOND AVE
SUPERIOR WI 54880

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

MARY BORSELLINO