

**Assignment of Lease
And
Consent to Assignment**

THIS AGREEMENT, is effective as of December 22, 2021, by and between Kenji Sudoh, hereafter called "Assignor", and NAUTI DAWG Aviation, LLC hereafter called "Assignee", and the City of Superior, hereafter called "Lessor". The above-referenced parties may be collectively referred to hereafter as the "Parties".

WHEREAS, the Assignor and the Lessor are parties to a Land Lease at the Richard I Bong Airport ("Land Lease"), dated November 1, 2021.

The Land Lease premises is legally described as follows:

All that part of the southeast one-quarter (SE1/4) of the northeast one-quarter (NE1/4) of Section 34, Township 49 North, Range 14 West, Douglas County, Wisconsin, bounded and described as follows: Commencing at the east one-quarter (E 1/4) corner of said Section 34, thence north 0° 22' west a distance of sixty feet (60'), to a point on the north right-of-way line of North 46th Street; thence north 89° 53' west a distance of 320.0 feet; thence north 39° 50' 42" west a distance of 352.60 feet to the point of beginning; thence north 47° 51' 06" west a distance of eighty-three feet (83'); thence south 42° 08' 54" west a distance of sixty feet (60'); thence south 47° 51' 06" east a distance of eighty-three feet (83'); thence north 42° 08' 54" east a distance of sixty feet (60') to the point of beginning. Said parcel contains 4,980 square feet (0.11 AC +/-). City of Superior, Douglas County Wisconsin, 1419 North 46th Street, Superior, WI 54880.

WHEREAS, Assignor desires to assign and Assignee desires to receive by assignment of all Assignor's rights and obligations under the Land Lease.


NOW, THEREFORE, , in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT: Assignor hereby assigns to Assignee all of its interests, rights and obligations held by Assignor in and to the Land Lease.
2. ASSUPTION OF OBLIGATIONS: Assignee acknowledges the receipt of a copy of the Land Lease. As of the date of this Assignment, Assignee hereby assumes all of Assignor's interests, rights, duties and obligations remaining in the Land Lease. As of the date of this Assignment, Assignee agrees to comply with all terms in the Land Lease as if Assignee were an original party therein.

- 3. ASSIGNOR’S REPRESENTATIONS: Assignor warrants that the Land Lease is in full force and effect and fully assignable or may be assigned with consent of the Lessor. Assignor further warrants that the Land Lease rights transferred in this Assignment are free of lien, encumbrance or adverse claim.
- 4. BINDING EFFECT: The covenants and conditions contained in the Assignment shall apply to and bind the Parties.
- 5. GOVERNING LAW: This Assignment shall be governed under the laws of the State of Wisconsin.
- 6. WAIVER: The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with every provision of this Assignment.

The Parties to this Agreement have caused this assignment to be executed this 22nd day of December, 2021.

Assignor:

DocuSigned by:

 12/22/2021


 Kenji Sudon

DocuSigned by:

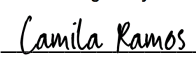
 12/22/2021

 Kenji Sudon, Owner NAUTI DAWG Aviation LLC

Lessor:

DocuSigned by:


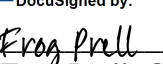
 Jim Paine, Mayor

DocuSigned by:


 Camila Ramos, City Clerk

DocuSigned by:


 Ashley Puetz, Finance Director

DocuSigned by:


 Eric Prill, City Attorney

*Approved at the City of Superior Common Council meeting December 21, 2021