

RESOLUTION APPROVING WAIVER OF RIGHT OF FIRST REFUSAL TO ACQUIRE HANGAR AT THE SAWYER COUNTY AIRPORT

WHEREAS, Wisconsin law permits Sawyer County (the “County”) to own real property and to enter into certain agreements to encumber its real property, including the grant of leasehold interests;

WHEREAS, the County owns real property known as the Sawyer County Airport (the “Airport Property”), which includes aircraft hangars that are ground-leased to the owners of the hangar personal property;

WHEREAS, the County entered into that certain Sawyer County Airport Hangar Area Lease with Harold Burton on September 30, 2003 (“Original Hangar Lease”) for the lease of land (“Leased Land”) located on the Airport Property, as more fully described in the Original Hangar Lease, a copy of which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, a hangar is constructed on the Leased Land (the “Hangar”);

WHEREAS, the Original Hangar Lease was assigned to Northwest Bonanza Haven, LLC, (“Northwest Bonanza”) on August 20, 2008 (the “Assignment”) (the Original Hangar Lease and the Assignment are collectively referred to herein as the “Hangar Lease”);

WHEREAS, Paragraph 14 of the Original Hangar Lease provides the County with a right of first refusal to purchase the Hangar located on the Leased Land (the “Right of First Refusal”) should the lessee wish to sell the Hangar;

WHEREAS, in September 2021, the County received a request from Mr. Burton on behalf of Northwest Bonanza, and Ben LaBarre on behalf of AB Land LLC (“AB Land”) requesting the County waive its Right of First Refusal in order for Northwest Bonanza to sell the Hangar and its interest in the Hangar Lease to AB Land;

WHEREAS, on October 13, 2021, County Public Works Committee discussed AB Land’s proposed purchase and voted to recommend to the County Board of Supervisors (“County Board”) that the County waive the Right of First Refusal.

NOW, THEREFORE, BE IT RESOLVED, the Sawyer County Board of Supervisors determines, adopts and directs the following:

1. Recitals. The recitals set forth above are true and accurate, and are therefore incorporated into the Resolution and shall be used not just for reference.
2. Determination. The Sawyer County Board, after reviewing the Hangar Lease and accompanying information, determines that it is in the best interest of the health, welfare and

46 safety of the County's residents, taxpayers, visitors and property within the County to waive the
47 County's Right of First Refusal to purchase the Hangar.

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49 **FISCAL IMPACT:** None

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52 The subject matter of this Resolution was discussed by the Sawyer County Public Works
53 Committee at its meeting on October 13, 2021, and was recommended for approval by the
54 Sawyer County Board of Supervisors at its meeting on October 21, 2021.


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57 Ron Kinsley, Chair

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61 Brian Bisonette, Member


Marc Helwig, Vice Chair

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65 Ed Peters, Member


Dale Olson, Member

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68 This Resolution was heard by and approved by the Sawyer County Board of Supervisors this 21st
69 day of October, 2021.

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73 Tweed Shuman,
74 Sawyer County Board of Supervisors Chair
75 Chair


Dale Schleeter,
Sawyer County Board of Supervisors Vice

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79 Lynn Fitch,
80 Sawyer County Clerk

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83 EXHIBIT A (ATTACHED) – SAWYER COUNTY AIRPORT HANGAR AREA LEASE AND
84 ASSIGNMENT OF LEASE

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SAWYER COUNTY AIRPORT
HANGAR AREA LEASE

THIS AGREEMENT, made and entered into on the date indicated below by and between Sawyer County, a political subdivision of the State of Wisconsin, hereinafter called the Lessor, and Harold M. Burton hereinafter called the Lessee.

WITNESSETH;

WHEREAS, the Lessor owns and operates an airport known as the Sawyer County Municipal Airport at Hayward, Wisconsin and said Lessee is desirous of leasing from the Lessor a certain parcel of land on the said airport premises, hereinafter more fully described, for the purposes of enclosed aircraft storage; and

WHEREAS, the Lessee will use the property described below for the purposes of storing aircraft in a hangar and shall conduct only such aircraft maintenance on Lessee's own aircraft as performed by the Lessee or by its regular employees;

NOW THEREFORE, for and in consideration of the rental charges, covenants and the 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:

Sawyer County Records
Lot 4, GSM #5432

1. PROPERTY DESCRIPTION: See attached Schedule "A". Volume 18, pages 111-112
2. 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 & Human Relations and pertinent provisions of any local ordinances in effect. All plans for such building or structures shall be reviewed and approved in writing by the Lessor prior to construction and must be in conformance with the requirements of the airport master plan. The exterior construction of hangars and landscaping of the grounds surrounding the site shall be completed within ~~two (2) years~~ ^{one (1) year} from the date of the Hangar Area Lease. No septic system, drainage field, sewage holding tanks or well digging will be permitted as part of the hangar construction, without prior approval of the Lessor. There shall be a 5 foot minimum setback required for buildings from the boundary of the area leased by lessee, except that a 1 foot minimum setback is required from the southeast boundary of the area leased by lessee.

3. TERM: The term of this lease shall be for a period of twenty (20) years commencing October 1, 2003. Lessee shall have the right to renew this lease for one additional successive ten (10) year period under the same terms and conditions as set forth herein.

4. RENT: The lessee agrees to pay to the Lessor for the use of the premises, rights and easements herein described, a yearly rental of _____ ten (10) cents per square foot of area for the land leased, for a total annual charge of \$ 420.00, payable on the execution of this lease and on the anniversary date of this lease, of each year thereafter during the term of this lease, except that the rental amount shall be renegotiated every five (5) years from the date of the original contract. Any rate adjustment shall be reasonable and shall not exceed the average of the inflation rate during the preceding five (5) years. The lessee shall also pay a one-time assessment of \$ 750.00, payable on the execution of this lease.

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 interest 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 patrols; 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 regulation promulgated and enforced by the Lessor and by other proper authority having jurisdiction over the conduct of operation at the airport, including but not limited to the minimum standards ordinance.

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, Lessee's agents or employees, and from all losses or damages by reason of such acts or omissions.

8. INSURANCE: The Lessee agrees that Lessee will deposit with the Lessor a certificate of insurance or policy of comprehensive liability insurance listing the Lessor thereon as an insured party. Such policy shall be issued by a company licensed to do business in the State of Wisconsin and shall insure the Lessee against loss from liability to the amount of not less than \$100,000.00 for injury or death of one person in any one accident; and in the amount of not less than \$300,000.00 for the injury or death of more than one person in any one accident; and in the amount of not less than \$300,000.00 for damage to property of others for any one accident. 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 damaged occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted. In the event the building is not replaced the lease shall terminate with no further lease payments due. Parking of motor vehicles adjacent to the Hangar shall be prohibited.

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 proper 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 building which Lessee may erect on lands leased exclusively to Lessee.

12. SIGNS: The Lessee agrees that no signs or advertising material may be erected on the leased premises without the prior written consent of the lessor.

13. DEFAULT: The Lessee shall be deemed in default upon:
- a. Failure to pay rent within 30 days after due date;
 - b. The commencement of a proceeding for dissolution or for the appointment of a receiver;
 - c. The making of an assignment for the benefit of creditors;
 - d. 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.
 - e. Failure to complete construction and landscape surrounding area within two (2) years from the date of the Hangar Lease.

Default by the Lessee shall authorize the Lessor, at its option, to declare this lease void, cancel the same, and re-enter and take possession of the premise.

14. TITLE: Title to the building erected by the Lessee shall remain with the Lessee and shall be transferable only after the Lessor has the opportunity to purchase the improvement for a fair and reasonable price as determined by market value at the time. Notwithstanding the provisions of the County Minimum Standards Ordinance, at the end of the lease term, the Lessee shall have the right to sell the improvements located thereon or remove the same, and the purchaser or the Lessee shall remove the same at their expense subject only to the right of the Lessor to purchase the improvements thereon for a fair and reasonable price.

15. SNOW REMOVAL: The Lessor agrees to provide snow removal services for all runways, apron and primary taxiways. Each Lessee shall provide its own snow removal on the ramps from the hangar to the aprons and/or primary taxiways.

16. LEASE TRANSFER: The Lessee may not, at any time during the term of this lease, assign, hypothecate or transfer this agreement or any interest therein, without the prior written consent of the Lessor. The Lessor shall not unreasonably withhold such consent. Excepted from this provision are any and all rights of all mortgage holders which may from time to time have a lien upon Lessee's interest in the improvements located on lands owned by 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 views of the Lessee, and without interference or hindrance.

If the development of the airport requires the relocation of the Lessee's improvements, the Lessor agrees to provide a comparable location and agrees to relocate all buildings and improvements or provide similar facilities for the Lessee at no cost to 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 of America 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 immediately and without provision for additional consideration to include provisions required by those agreements with the United States of America or the State of Wisconsin.

IN WITNESS WHEREOF, the parties have hereunto set their hands and Seals this 30th day of September, 2003, in the City of Hayward, Sawyer County, Wisconsin.

ACKNOWLEDGEMENT

Lessor: County of Sawyer
State of Wisconsin

By: Kris Mayberry
Kris Mayberry
Sawyer County Clerk

Personally came before me this
30th day of September, 2003

the above-named Kris Mayberry, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Julie Hofer
Notary Public, Sawyer County, Wisconsin
Julie Hofer

My commission expires:

November 28, 2004

ACKNOWLEDGEMENT

Lessee: Harold M. Burton
Harold M. Burton

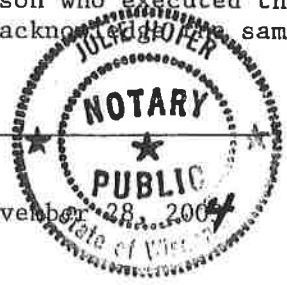
Personally came before me this

30th day of September, 2003

the above-named Harold M. Burton to me known to be the person who executed the foregoing instrument and acknowledged the same.

Julie Hofer
Notary Public Julie Hofer

My commission expires: November 28, 2004



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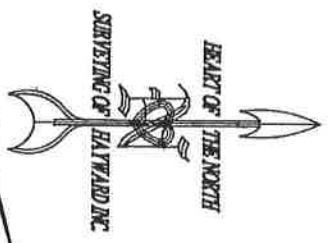
AIRPORT ROAD
 R.N. LINE
 SETBACK LINE

NOTE:
 THESE PARCELS ARE SUBSTANDARD.
 THEY HAVE BEEN CREATED BY SAWYER
 COUNTY FOR LEASE AS AIRCRAFT
 HANGAR SITES.

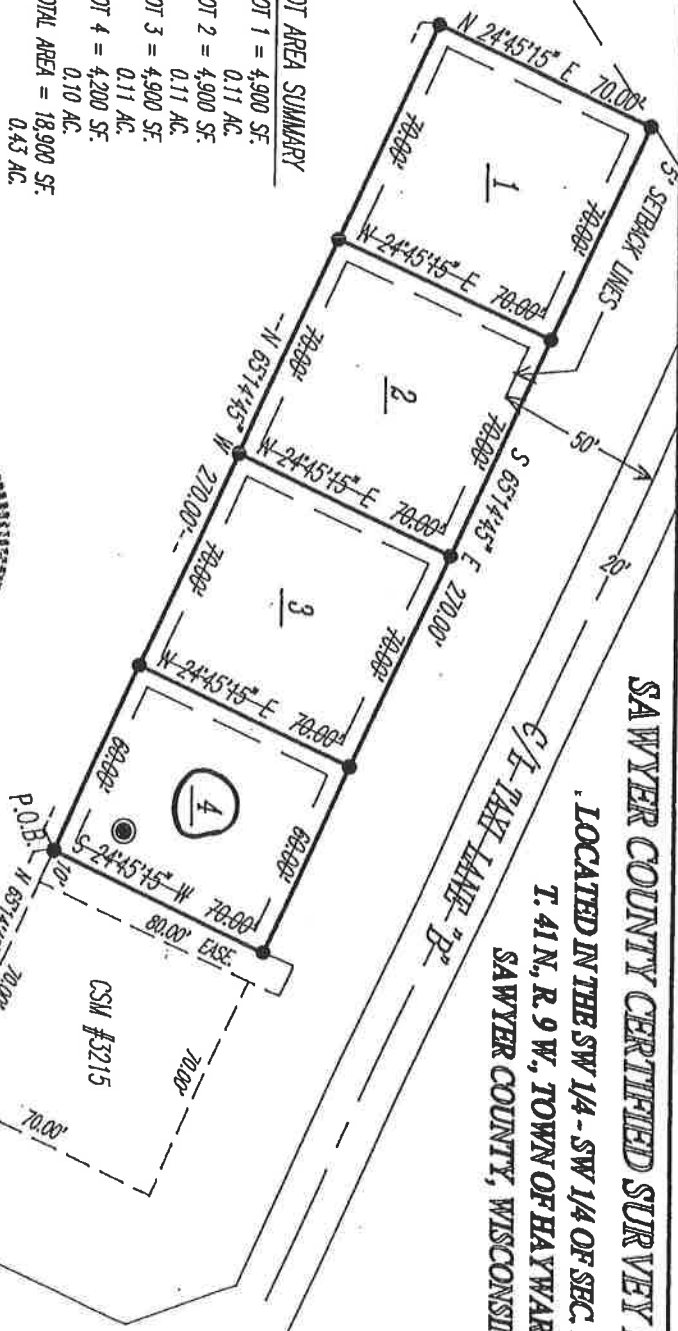
LOT AREA SUMMARY

LOT 1 =	4,900 SF.
	0.11 AC.
LOT 2 =	4,900 SF.
	0.11 AC.
LOT 3 =	4,900 SF.
	0.11 AC.
LOT 4 =	4,200 SF.
	0.10 AC.
TOTAL AREA =	18,900 SF.
	0.43 AC.

SCALE: 1 INCH = 50 FEET
 reduced
 not to scale



- LEGEND
- ⊙ FOUND 2-1/2" BRASS CAPPED MONUMENT
 - ⊙ FOUND 1-1/4" IRON PIPE
 - ⊙ SET 1" x 24" IRON PIPE WT = 1.13 #/FT
 - ⊙ BEACON



SAWYER COUNTY CERTIFIED SURVEY MAP
 LOCATED IN THE SW 1/4 - SW 1/4 OF SEC. 13,
 T. 41 N., R. 9 W., TOWN OF HAYWARD,
 SAWYER COUNTY, WISCONSIN.



SURVEY BY:
 LARRY T. NELSON - RLS #S1276

CLIENT: HAROLD BURTON
 DATED THIS 14 DAY OF June 1996

HEART OF THE NORTH
 SURVEYING OF HAYWARD INC.

SAWYER COUNTY CERTIFIED SURVEY MAP

Located in the SW 1/4 - SW 1/4 of Section 13, T. 41 N., R. 9 W., in the Town of Hayward, Sawyer County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Larry T. Nelson, registered land surveyor in the state of Wisconsin, hereby certify:

That on the order of HAROLD BURTON, I have surveyed, divided and mapped the following described parcel of land located in the SW 1/4 - SW 1/4 of Section 13, T. 41 N., R. 9 W., in the Town of Hayward, Sawyer County, Wisconsin.

To locate the Point of Beginning, commence at the SW corner of Section 13; Thence N 32° 31' 27" E, 1123.05 feet to the southeast corner of CSM #3215; Thence, along the southwest line of said CSM, N 65° 14' 45" W, 80.00 feet to the Point of Beginning.

Thence from said Point of Beginning by metes and bounds.

Continue N 65° 14' 45" W, 270.00 feet; Thence N 24° 45' 15" E, 70.00 feet; Thence S 65° 14' 45" E, 270.00 feet; Thence S 24° 45' 15" W, 70.00 feet to the Point of Beginning.

Entire parcel contains 18,900 square feet, which is 0.43 acre.

Subject to all existing easements and reservations of record.

That I have fully complied with Chapter 236.34 of the Wisconsin Statutes and the Sawyer County Subdivision Control Ordinance;

That this map is a true representation of the survey made; and

That said survey and map are correct to the best of my knowledge and belief.

Larry T. Nelson Dated this 14 day of June, 1996.
Larry T. Nelson
WI. Reg. No. S-1276



SAWYER COUNTY ZONING APPROVAL

Approved this 17th day of JUNE, 1996.

David Heath - Deputy
David Heath - Zoning Administrator

254875

Sheet 2 of 2 sheets

Register's Office
Sawyer County }
Received for record this 17 day of
June AD 1996 at 1:50 o'clock
P M and recorded in vol. 18
of Certified Surveys on page 111-112
L. J. J. J.
Register
Deputy


**ASSIGNMENT OF HANGAR AREA LEASE
AND
BILL OF SALE**

FOR VALUE RECEIVED, the receipt and sufficiency of which is acknowledged, the undersigned, **Harold M. Burton**, 15760W Norway Point Road, Hayward, WI 54843, (Seller/Assignor) does hereby assign, transfer and convey to **Northwest Bonanza Haven LLC**, 15760W Norway Point Road, Hayward, WI 54843 (Buyer/Assignee) full right, title and interests in that certain "Lease", dated September 30, 2003, by and between Sawyer County, as "Lessor", and the undersigned, Harold M. Burton, as "Lessee", and also all of his rights, title and interests in the fixtures affixed to the building and improvements situated on the leased premises described as follows:

AIRPORT HANGAR BUILDING, and all fixtures and improvements thereon, as located on Lot Four (4) of Certified Survey Map, recorded in Volume Eighteen (18), of Certified Survey Maps, Pages 111-112, Survey No. 5432, in the office of the Register of Deeds for Sawyer County, Wisconsin.

Seller/Assignor hereby warrants and represents that he owns the above interests, rights and title to the said lease, fixtures and improvements free and clear of all liens and encumbrances; that he has good and valid right to sell the same and Seller/Assignor will warrant and defend the same against the lawful claims and demands of all persons for acts occurring prior to the date of this Assignment and Bill of Sale, except for acts of the Buyer/Assignee herein. This warranty applies only to title. No other warranties are made by seller in any manner.

Dated this 20th day of August, 2008.



Harold M. Burton

THIS LEASE ASSIGNMENT AND BILL OF SALE IS HEREBY ACCEPTED THIS 20th DAY OF August, 2008. BUYER/ASSIGNEE HEREBY AGREES TO HOLD SELLER/ASSIGNOR HARMLESS FOR ACTS OCCURRING SUBSEQUENT TO THE DATE

