

AIRPORT AGRICULTURAL PERMIT

WITTMAN REGIONAL AIRPORT

WINNEBAGO COUNTY, WISCONSIN

THIS PERMIT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 is hereby granted to the Experimental Aircraft Association, Inc. of 3000 Poberezny Rd, Oshkosh, WI 54902 hereinafter called the "Permittee", by Wittman Regional Airport, Winnebago County, Wisconsin, hereinafter called the "Owner", to occupy and utilize for agricultural purposes the following described properties, under the jurisdiction of the Owner:

Approximately forty-three (43) acres in unrestricted agricultural use, (permitted crops include soybeans, alfalfa, hay, and corn) and thirty-eight (38) acres in restricted agricultural use (low-growing crops only, excludes corn) at an annual rental rate of \$175.00 per acre for the term of the agreement. The parcels shown as Parcel "A", "B", "C", "D" and "E" are illustrated, outlined on Exhibit "A", made a part hereto by reference. Total annual rent for the term shall be \$14,175.00.

THIS PERMIT is granted subject to the following terms and conditions;

1. This permit will be effective for a term of three (3) years beginning January 1, 2019 and ending December 31, 2021.

2. The use of the above-described by Permittee shall be limited solely to agricultural purposes, and no structures of any kind except those expressly permitted by owner shall be erected or placed thereon. No animals shall be permitted on the leased premises. Permittee may prepare the land including any appropriate grading and filling for proper drainage, and to plant and harvest crops. Such grading and filling improvements must be approved by Owner, in writing, prior to those improvements commencing and the cost of those improvements shall be borne solely by Permittee.

3. The Owner, and any of its employees, agents, and assignees, shall not be responsible or liable for any damage from any cause whatsoever to any property of the Permittee located upon the above-described premises. The Permittee agrees to indemnify and to hold the Owner free and harmless from loss from each and every claim and demand whatever the nature, made on behalf of or by any person or persons, or any wrongful, careless, or negligent act or omission on the part of the Permittee, its agents, servants, and employees from all loss and damage by reason of such acts or omissions.

4. Permittee, for the occupancy and use of the above-

described premises shall pay to the Owner an annual rental fee under this permit. Invoices for said rental fees shall be submitted to Permittee on or around January 1<sup>st</sup> of each calendar year during the term of this agreement. Payments are due and payable not later than thirty (30) days after the receipt of invoice by Permittee, provided however, that in the event this permit is revoked by the Owner before the expiration of the permit, Permittee shall be entitled to a refund calculated at a daily rate basis of one three hundred sixty-fifths (1/365th) of the annual rental for the deficiency of time resulting from such revocation.

5. Permittee, their employees and sub-contractors, shall remain clear of all airport movement areas at all times.

6. No agricultural operations will be permitted on the airport between July 15th and August 5th each year, also known as the farming blackout period. All airport agricultural parcels whose crop is hay (or alfalfa) shall be cut and removed between July 1st and July 14th of each year. Hay fields may be used for EAA AirVenture operations during the farming blackout period.

7. Storage of farming materials such as manure shall not be permitted on Airport property.

8. Permittee shall provide at its own cost and expense and

provide County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State at the specified limits:

(1) Commercial General Liability Insurance - (non-aircraft) with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include on the Certificate of Insurance the following coverages:

- (a) Premises - Operations
- (b) Products and Completed Operations
- (c) Broad Form Property Damage
- (d) Broad Form Blanket Contractual
- (e) Personal Injury
- (f) Errors and Omissions; if applicable

(2) Automobile Liability insurance with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability. The insurance shall include Bodily Injury and Property Damage for the following coverages:

- (a) Owned Automobiles
- (b) Hired Automobiles

(c) Non-Owned Automobiles

Such insurance shall include Winnebago County as an additional insured.

Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Coordinator, c/o 112 Otter Ave., P.O. Box 2808, Oshkosh, WI 54903-2808.

All such notices will name the Permittee and identify the contract. Permittee shall provide a certificate of insurance coverage to the Owner prior to the occupancy and use of any premises of Owner. Permittee agrees to maintain current insurance status, and provide renewed certificates of insurance annually on or before the effective date of the renewal of this permit.

9. This permit shall be subordinate to the provisions of any existing or future agreement between the Owner and the United States, 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 funds for the development of the airport.

10. Whereas, it is possible that Owner may complete

certain airport improvements during the term of this permit, which may necessitate the destruction of certain of Permittee's work in process. Owner agrees to reimburse Permittee for any such loss of the appraised value at fair market value of the crop planted, the value of which to be determined by a crop insurance adjuster agreed to by both parties.

11. The Permittee shall abide by any and all rules and regulations of the town, city, county, state and federal authorities respecting the safety measures to be taken and observed in the use of said premises. Permittee shall be subject to such written rules and regulations as the Winnebago County Board of Supervisors or its Aviation Committee may adopt. Such rules and regulations shall not, however, be in conflict with the terms of this agreement where possible. Permittee agrees to exercise appropriate care and caution in the use of any chemical or hazardous material in the conduct of it's operation on the airport premises, and agrees to notify Owner in the event any incident or event takes place that may cause damage to the environment or should be of a reportable nature that damage to the environment or surrounding water supplies could result. Permittee understands and agrees that it will be responsible for any such events or incidents that may cause the Owner to be cited for such incidents or events that may be in

violation of state or federal environmental rules or regulations.

12. Compliance with Civil Rights Act of 1964. The Permittee, in the use of the leased premises for himself, his personal representatives, successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree as a covenant running with the premises that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the 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 premises 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 otherwise be subjected to discrimination; (3) that the premises shall be used 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 in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Permittee shall have the right and privilege to engage in,

and conduct all business operations authorized under the terms of this permit, provided, however, that this agreement shall not be construed in any manner to grant the Permittee, or those claiming under him the exclusive right to use the premises or facilities of the aforementioned airport other than those premises leased exclusively to the Lessee hereunder.



IN WITNESS HEREOF, the parties have hereto set their hands and seals on the day first above written.

In the Presence of:

WINNEBAGO COUNTY (OWNER)

\_\_\_\_\_

By: \_\_\_\_\_

Mark L. Harris  
County Executive

\_\_\_\_\_

By: \_\_\_\_\_

Sue Ertmer  
County Clerk

In the Presence of:

Experimental Aircraft  
Association, Inc (PERMITTEE)

Janett. Smith

By: \_\_\_\_\_

Sean Elliott, VP  
Advocacy & Safety

Wittman Regional Airport – Agricultural Use Parcel Map – Exhibit A

