ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT DAIRYLAND POWER COOPRATIVE AND TRU-GAS OF FLORIDA. INC.

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment"), is made and entered into this day of Anudity 2018, by and between the City of La Crosse (the "City"), a municipal corporation and existing under the laws of the State of Wisconsin, whose address is 400 La Crosse St., La Crosse, Wisconsin 54601, hereinafter referred to as "City", "Dairyland Power Cooperative", (hereinafter referred to as "Assignor"), a corporation with its office and address being 3200 East Avenue S., PO Box 817, La Crosse, Wisconsin 54602, and "Tru-Gas of Florida, Inc." (hereinafter referred to as "Assignee"), a corporation with its office being PO Box 429, La Crosse, WI, 54602.

WHEREAS, Assignor entered into a Lease with the City on or about July 11, 2001 for a hangar and associated premises ("Lease"); and

WHEREAS, the Assignor provided its written intent on November 7, 2017 to assign said Lease to Assignee effective immediately upon execution of this Assignment; and

WHEREAS, Assignee has provided its written intent on November 7, 2017 to receive said Assignment; and

WHEREAS, Assignor desires to assign all of its rights, title, and interest in the Lease to Assignee and Assignee desires to assume Assignor's obligations under the Lease, and

WHEREAS. City desires to accept said Assignment in accordance with Section 35 of the Lease.

NOW, THEREFORE, in consideration of promises and other good and valuable consideration, the parties hereby consent and covenant as follows:

- 1. Incorporation Background Recitals. The background Recitals set forth above are true and correct statements of fact, and are hereby incorporated into this Agreement by reference.
- 2. Assignment. Assignor hereby assigns to Assignee, and City hereby consents to said assignment, all of its rights, title and interest in and to the Lease with the City including any and all rights or entitlements of Assignor under the Lease, subject to all of the terms, covenants, conditions and provisions of the Lease.
- 3. Assumption. From and after the date hereof, Assignee hereby assumes, covenants and agrees to

keep and perform each and every obligation of Assignor under the Lease with the City. All terms and conditions of the Lease remain in full force and effect and are not altered, amended or modified by the assignment of the Lease. Assignee agrees to be bound by each and every provision of the Lease as if it had executed the same.

- **4. No Warranty.** City agrees to the assignment of the Lease and the leased premises only on an "As Is" basis without warranty. City makes no warranties or representations about the safety or suitability of the leased premises or property for any use. Any and all warranties, whether statutory, oral, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose are expressly declined.
- **5. Entire Agreement.** This Assignment embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Assignment may be amended or modified only by written instrument of equal formality signed by the parties or their duly authorized agents.
- 6. Governing Law. This Assignment and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Assignment shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.
- **7. Authority.** The persons signing this Assignment warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- **8. Counterparts.** This Assignment may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below

forth below.	
	ASSIGNOR: DAIRYLAND POWER COOPERATIVE
	By: Stewn M. Schau
	Print Name: Steven H. Schauer Title: Monager, Rual Estate + Right of W
	Date: 2/14/2018
Subscribed and sworn to before me this 14 th day of February , 201 /8	
Notary Public, State of Wisconsin My Commission:	
	ASSIGNEE: TRU-GAS OF FLORIDA, INC.
	By: Red A Linton
	Print Name: Richard A Linton Title: Treasurer
	Date: 1/05/18
Subscribed and sworn to before me this 25 day of Jahrah 2017.	
Notary Public, State of/Wisconsin My Commission: (1) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	AMMENTAL STATE OF THE STATE OF
S. A.	DIARL ZE

LESSOR: CITY OF LA CROSSE

Mayor Timothy Kabat

Date:

City Clerk Teri Lehrke

Subscribed and sworn to before me this 17th day of January, 2017.

3-4199

AIRPORT LEASE

Dairyland Power Cooperative

This Lease is made and entered into by and between City of La Crosse, a municipal corporation, located in the State of Wisconsin, hereinafter referred to as Lessor, and Dairyland Cooperative, hereinafter referred to as Lessee.

WITNESSETH:

WHEREAS, Lessor owns the La Crosse Municipal Airport located in the City of La Crosse, County of La Crosse, State of Wisconsin, hereinafter referred to as Airport, and

WHEREAS, Lessee desires to lease certain premises and facilities on the Airport, and to obtain certain rights in connection with, and on, said Airport, more fully described hereinafter, and

WHEREAS, Lessor deems it advantageous to itself and its operation of said airport to grant and lease unto Lessee these premises and facilities, and to grant certain rights upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

PREMISES

Lessor, for and in consideration of the terms, conditions and covenants of this lease to be performed by Lessee, hereby leases to lessee the following described premises situated on the La Crosse Municipal Airport:

A parcel of land located in the south ½ the southeast ¼ of Section 7, T16N, R7W and being a part of the City of La Crosse, La Crosse County Wisconsin. Said parcel is further described as commencing at the steel marker at the intersection of the centerlines of the NW/SE taxiway and NE/SW taxiway; thence southwesterly along the centerline of said NE/SW taxiway, a distance of 1365'; thence at a 90 deg. angle southeasterly from said centerline, a distance of 261'; to the point of beginning of this description; thence continuing southeasterly on said line, a distance of 174.5' to the right of way of Fanta Reed Road; thence at a 90 deg. angle southwesterly along said right of way, a distance of 125'; thence at a 90 deg. angle northwesterly, a distance of 174.5'; thence at a 90 deg. angle northeasterly, a distance of 125' to the p.o.b. This parcel contains 21,812.5 square feet.

ARTICLE II

TERM

This lease and all rights herein granted Lessee shall be for a period of ten wears (10) years.

commencing on August 1, 2001, and ending on July 31, 2011. Lessee has the option to two (2)

5-year extensions. Requests to exercise each option should be made 6-months prior to expiration.

ARTICLE III

RENTALS AND FEES

- A. Lessee agrees to pay for the rental of land as herein leased exclusively as follows: \$0.21 per square foot per annum for each square foot of land, to include; 21,812.5 sq. ft. land side (road side) at a cost of four thousand five hundred eighty dollars and sixty three cents (\$4,580.63) per year, or \$381.72 a month. (21,812.5 sq. ft. X \$0.21 = \$4,580.63 per year, or \$381.72 a month. (21,812.5 sq. ft. X \$0.21 = \$4,580.63 per year, or \$381.72 a month. (21,812.5 sq. ft. X \$0.21 = \$4,580.63 per year, or \$381.72 a month. (21,812.5 sq. ft. X \$0.21 = \$4,580.63 per year, or \$381.72 a month. (21,812.5 sq. ft. X \$0.21 = \$4,580.63 per year, or \$381.72 a month. (21,812.5 sq. ft. X \$0.21 = \$4,580.63 per year, or \$381.72 a month. (21,812.5 sq. ft. X \$0.21 = \$4,580.63 per year, or \$381.72 a month. (21,812.5 sq. ft. X \$0.21 = \$4,580.63 per year, or \$381.72 a month. (21,812.5 sq. ft. X \$0.21 = \$4,580.63 per year, or \$4,5
- B. Lessee agrees to pay for the rental of the building as herein exclusively leased as follows:

 \$1.88 per square foot per annum for each square foot of the building, to include 8500 square feet for a rate of fifteen thousand nine hundred and eighty dollars and no cents

 (\$15,980) or \$1,331.67 a month. (8500 sq. fl. X \$1.88 = \$13,980 per year divided by 12 months = \$1,331.67.)
- C. <u>CPI Index</u>. Each year for the period of this agreement, the above referenced rentals and fees shall be adjusted in accordance with the <u>Consumer's Price Index United States City</u>

 <u>Average</u> for the previous calendar year. Said adjustment shall be computed as follows:

 Most recent year's rate X CPI <u>Index for July of most recent year</u>

 <u>CPI Index for July of next most recent year</u> = New Rates

Or for example:

2000 Rates X <u>CPI for July 2000</u> = 2000 Rates CPI for July 1999

Parties to this lease understand and agree that the CPI change will be effective on the anniversary date of the lease each year.

All payments herein provided for shall be paid in advance on the first day of the month.

D. Proration of Rents. In the event that the commencement or termination of the term, with respect to any of the particular premises, facilities, rights, licenses, services and privileges herein provided, falls on any other date than the first or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid pro-rata according to the number of days in that month during which said privileges were enjoyed.

ARTICLE IV

RIGHTS AND PRIVILEGES OF LESSEE

Subject to the terms and condition hereinafter set forth, Lessee is hereby given the following rights and privileges during the term of this lease:

- The nonexclusive use, in common with others authorized to do so, of the Airport facilities, subject to reasonable and uniform rules and regulations of lessor as to the use of such facilities.
- 2. The right to use the premises for an airplane storage hangar, including the right to store all equipment necessary for the use of Lessee's airplane storage hangar. Lessee is authorized to use its own personnel to conduct maintenance on its own aircraft. Said premises are not to be used for any business or purpose other than that authorized herein without the written consent of Lessor.
- Quite Enjoyment. Lessor agrees than on payment of the rent and performance of the covenants and agreements to be performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all rights and privileges of said Airport, its appurtenances and facilities granted herein.

4. The right and privilege of engaging in and conduction a corporate hangar operation on the premises of the La Crosse Municipal Airport under the terms and conditions as set forth hereinafter, provided, however, that 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.

ARTICLE V ...

RIGHTS AND PRIVILEGES OF LESSOR

Lessor, in addition to any rights herein retained by it, reserves the following privileges:

- Lessor reserves the right to enter upon the premises leased by Lessee from Lessor at any
 reasonable time for the purpose of making any inspection it may deem expedient to the
 proper enforcement of the covenants or conditions of this lease.
- Lessor reserves the right to further develop or improve the landing and public areas, including ramp space, of the Airport as it sees fit regardless of the desires or views of Lessee, and without interference or hindrance.
- 3. During time of war or National Emergency, Lessor shall have the right to lease the landing area of the Airport, or any part of the La Crosse Municipal Airport, thereof, to the United States Government for military or national use, or if any 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.
- 4. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States Government, 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. Should the effect of such agreement with the United States Government be to

- take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall terminate this lease.
- 5. Airport Protection Clauses. Lessor hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the La Crosse Municipal Airport, and the right to pursue all operations of the La Crosse Municipal Airport.
- 6. Lessor 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 Lessor, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
- 7. Ramps and Taxiways. Ramps and taxiways adjacent to the premises are for the nonexclusive use of Lessee.

ARTICLE VI

OBLIGATIONS OF LESSEE

1. Condition of Premises. Lessee accepts the demised premises in their present condition and without expense to Lessor, will repair and maintain any installations thereon and remove or cause to be removed any debris to the extent required for its use thereof.

Lessee agrees that there will be no outside storage of equipment, except as permitted by this lease, materials, supplies or damages or partially dismantled aircraft on the premises, and will cause to be removed at Lessee's expense, all trash, garbage, etc., and agrees not to deposit same on any part of the Airport except temporarily in conjunction with collection or removal.

- Signs and Illumination. The Lessee shall secure advance written approval of Lessor before
 placing additional exterior illumination or exterior signs on the leased premises. Existing
 signage and illumination on this property is approved.
- Utilities. Lessee agrees to provide for its own connections with utilities and to make 3. separate arrangements with the agencies responsible for these utilities. Lessee shall pay for all utility service supplied to the said premises and install and pay for standard metering devices for the measurement of such services. In the event it shall become necessary to make changes upon the premises, or within the structures covered by this lease, such as any wiring, plumbing or similar installations, as a condition of the continuance of utility services, and Lessee desires to continue such services, Lessee will promptly make such changes and installations, at its expense, as directed and required by the utility organizations. It is further agreed that Lessor shall have the right, without cost to Lessee, to install and maintain in, on or across the demised premises, sewer, water, gas, electric, steam and telephone lines, electric substations, railroad trackage, street widening or other installations necessary to the operation of the Airport, or to service other tenants of Lessor. Provided, however, that Lessor shall carry out such work and locate any above-ground structures and tracks in a manner so as not to unreasonably interfere with Lessee's use of the premises.
- 4. <u>Discrimination</u>. Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree as a covenant running with the land, that (a) no person on the grounds of race, sex, 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, (b) 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, sex, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) 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 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.

- 5. Compliance with Federal Aviation Regulations Part 107. Lessee agrees to comply with the intent of Federal Aviation Regulations Part 107 (Airport Security) and the Lessor's policies as outlined in Lessor's Federal Aviation Administration approved Security Master Plan. Lessee further agrees that fines levied upon La Crosse Municipal Airport through enforcement of Federal Aviation Regulation Part 107 or Part 139 because of acts by Lessee's employees, agents, suppliers, guests, or patrons shall be borne by Lessee.
- 6. Lessee understands and agrees that all improvements excluding the raw land shall be taxed as real estate, according to applicable State of Wisconsin Law. Lessee agrees to pay any and all general real estate taxes assessed against the aforedescribed leased premises attributable to improvements to said property made by or on behalf of Lessee during the term of this lease. Lessee covenants and agrees promptly to pay all sums legally due and payable on account of any labor performed on, or material furnished for the demised premises. Lessee further agrees not to permit any mechanics' or materialmen's liens to stand against the demised premises on account of labor performed or material furnished, and to save Lessor harmless from any and all such asserted claims or liens.
- 7. <u>Maintenance, Exterior Storage and Housekeeping</u>.
 - A. Lessee shall at its sole expense keep, maintain and repair the leased premises, any improvements thereto and all equipment in a presentable condition consistent with good business practice, and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity. Any modification to the building or improvements on the property requires written approval from the airport or city. The first 5 feet of the aircraft ramp adjacent to the building is the

- responsibility of the Lessee for snow removal. All roadside snow removal is the responsibility of the Lessee.
- B. In the event Lessee does not keep the leased premises in a presentable condition in accordance with this Paragraph 7, Lessor has the right to issue a written notice to remedy the condition forthwith. Should Lessee fail to perform satisfactorily within ten (10) days of such notification, Lessor shall have the right to perform the necessary work, dispose of the material without liability and bill Lessee for costs incurred, including administrative costs.
- 8. Assignment and Subleasing. Lessee shall not at any time assign any part of this agreement, nor sublease any of the leased premises herein contained without prior written approval of Lessor, which approval shall not be unreasonably withheld or delayed. However, Lessee may lease space for aircraft with a current Certificate of Airworthiness and pay to Lessor a percentage of rent equal to the same percentage of rent paid by the Fixed Base Operators at the La Crosse Municipal Airport. Said rent shall be payable on the fifteenth (15th) day of the following month. This agreement shall extend to, and bind the legal representatives, successors and assigns of the respective parties hereto.
- 9. Lessee, in the conduct of its authorized aeronautical business activities at said demised 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, that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchases.
- 10. <u>Indemnification and Hold Harmless</u>.

Lessor shall stand indemnified by Lessee as herein provided. Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Lessor shall in no way be responsible therefor. In the use of the leased premises, in the erection or construction of any improvements thereon, and in the exercise of enjoyment of the privileges herein granted, Lessee shall indemnify, save harmless and defend Lessor from any and all losses that may proximately result to Lessor because of any negligence on the part of Lessee, its agents, assigns, or sublessees in their use of the leased premises, including without exclusion because of enumeration, any and all damages by fire, theft, or any cause, to any property of Lessee which may at any time be situated within the limits of the La Crosse Municipal Airport, except such damage and liability as may be caused by negligence on the part of said Lessor.

Lessee shall furnish a Certificate of Insurance with insurance coverage in not less than the following amounts:

Public Liability

\$1,000,000

Property Damage

\$1,000,000

Such Certificate of Insurance shall be in full force and effect throughout the term of this lease with a thirty- (30) day notice to the Lessor of any change in the insurance coverage. Said insurance requirements shall be adjusted every five (5) years to meet the minimum insurance requirements required by Lessor. Insurance policy must list City as Additional Insured and shall contain waiver of subrogation.

ARTICLE VII

OBLIGATIONS OF LESSOR

Except as otherwise specifically provided herein, Lessor, during the term of this lease, shall, within its financial ability, operate, maintain and keep in good repair all appurtenances, facilities and services now or hereafter connected with the Airport, including, without limiting the

generality hereof, all field lighting and other appurtenances, facilities and services which Lessor has agreed to furnish and supply hereunder; provided, however, that Lessor shall not be required to perform maintenance and make repairs occasioned by the negligence of Lessee, its employees, patrons, invitees or agents. However, Lessor may perform such maintenance or make such repairs and charge the cost of same to Lessee, and Lessee agrees to reimburse Lessor for all costs incurred by Lessor in performing such maintenance and repair work. Lessor shall keep the Airport free from obstructions, including the clearing and removal of snow, (except as stated above in ARTICLE VI) grass, stones, or other foreign objects, as reasonably necessary and with reasonable promptness in accordance with established priorities, from the runways, taxiways, ramps and aprons, and areas immediately adjacent to such areas, for the safe, convenient and proper use of the Airport by Lessee, and shall maintain and operate the Airport in all respects in a manner at least equal to the standards or rating issued by the Federal Aviation Administration (FAA) for airports of substantially similar size and character.

ARTICLE VIII CANCELLATION BY LESSEE

Lessee may cancel this agreement any time that said Lessee is not in default in its payments to Lessor by giving Lessor sixty (60) days advance written notice, to be served as hereinafter provided, upon or after any one of the following events:

- The issuance by any court of competent jurisdiction of an injunction in any way
 preventing, or restraining, the use of the Airport or any part thereof, for airport purposes,
 and if such injunction remains in force for a period of at least sixty (60) days.
- 2. The inability of Lessee to use, for a period in excess of sixty (60) days, the Airport or any of the premises, facilities, rights, licenses, services, or privileges leased to Lessee hereunder, because of fire, explosion, earthquake, other casualty, Acts of God, or the

- public enemy, provided that same is not caused by negligence or willful acts, or failure to act, on the part of Lessee.
- 3. The default by Lessor in the performance of any covenant or agreement herein contained or required to be performed by Lessor, and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice from Lessee to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Lessor shall have remedied the default prior to receipt of Lessee's notice of cancellation.

Failure of Lessee to declare this lease terminated for any of the reasons set out above shall not operate to bar or destroy the right of Lessee to cancel this lease by reason of any subsequent violation of the terms of this lease.

ARTICLE IX

CANCELLATION BY LESSOR

Lessor may cancel this agreement by giving Lessee sixty- (60) days advance written notice upon violations of Article VI hereof, or upon or after any one of the following events:

- 1. The filing by Lessee of a voluntary petition in bankruptcy.
- The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as bankrupt pursuant to such proceedings.
- The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act.
- 4. The appointment of a receiver of Lessee's assets; or any general assignment for the benefit of Lessee's creditors.
- 5. The divestiture of Lessee's estate herein by other operation of law.

- 6. The abandonment by Lessee of its demised premises, or its conduct of air transportation and business of aeronautics, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to Lessee's interest hereunder.
- 7. The default by Lessee in the performance of any covenant or agreement required herein to be performed by Lessee, and Lessee's failure to commence and diligently continue to correct such default; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Lessee shall have remedied the default prior to receipt of Lessor's notice of cancellation.
- 8. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Lessee, for a period of at least sixty (60) days, from its Airport operation.

In any of the aforesaid events, Lessor may take immediate possession of the demised premises and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon such entry, this lease shall terminate.

Failure of Lessor to declare this lease terminated upon the default of Lessee for any of the reasons set out above shall not operate to bar or destroy the right of Lessor to cancel this lease by reason of any subsequent violation of the terms of this lease. Further, the acceptance of rental by Lessor for any period after a default of any of the terms, covenants or conditions by Lessee shall not be deemed a waiver of any right on the part of Lessor to cancel this lease.

ARTICLE X

RIGHTS UPON TERMINATION

Upon termination of this agreement, Lessee's rights herein shall cease, and Lessee shall immediately surrender the same. Further, Lessor shall be entitled to have the premises demised herein restored to reasonable condition, ordinary wear and tear, damage by the elements, or other causes beyond the control of Lessee excepted. It is agreed that any and all structures and improvements placed upon said leased premises by said Lessee at his own expense shall be and

remain personal property and shall not become a part of the realty, no matter in what manner nor how firmly attached thereto for the term of this lease.

At the expiration of this lease all structures and improvements become the property of the Lessor and the Lessee or his assigns shall have the first option of leasing same.

ARTICLE XI

MISREPRESENTATION AND INVALID PROVISIONS

All terms and conditions with respect to this lease are expressly contained herein, and both parties agree that no representative or agent of Lessor or Lessee has made any representation or promise with respect to this lease not expressly contained herein.

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

ARTICLE XII

NOTICES

Notices shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Lessor:

Lessee:

Airport Manager's Office La Crosse Municipal Airport

2850 Airport Road

La Crosse, Wisconsin 54603-1264

Dairyland Power Cooperative

ATTN: Manager Real Estate, Right of Way &

Related Services Dept.

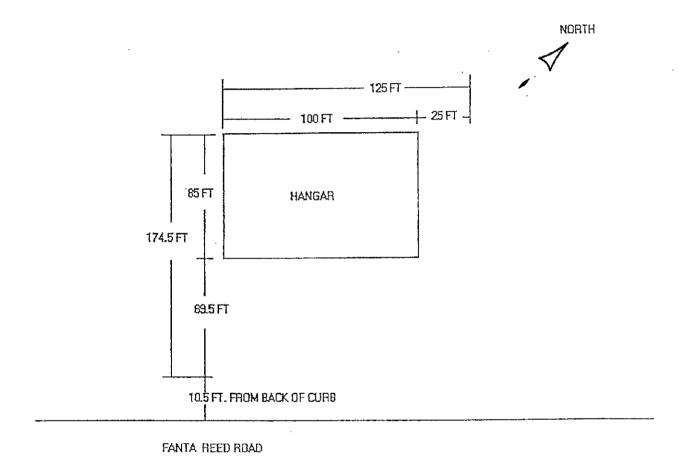
3200 East Avenue S.

PO Box 817

La Crosse, Wisconsin 54602-0817

or to such other addresses as the parties may designate to each other in writing from time to time.

IN WITNESS THEREOF, the parties hereto har	ve caused this agreement to be executed on this
11 day of July 2001,	
DAIRYLAND POWER COOPERATIVE	CITY OF LA CROSSE
BY: Kury D. Childs, Manager	BY: 1. Mody John Medinger, Mayor
Real Estate, Right of Way and (printed name, title) Related Services I	V
(printed name, inte)	-
DATE: July 2, 2001	DATE: 7/11/01
BY:	BY Hickeprhe
	Teri Lehrke, City Clerk
(printed name, title)	
· · · · · · · · · · · · · · · · · · ·	. / /
DATE	DATE: 7/11/01



SKETCH NOT TO SCALE