

RESOLUTION APPROVING MUTUAL TERMINATION OF LEASE AGREEMENT

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 David P. Carson on December 1, 2001 ("Original Hangar Lease") for the lease of land ("Leased Land") located on the Airport Property, as more fully described in the Mutual Termination of Lease Agreement (the "Termination Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, a hangar was subsequently constructed on the Leased Land pursuant to the terms of the Original Hangar Lease (the "Hangar");

WHEREAS, the Original Hangar Lease was assigned to White Eagle, LLC ("White Eagle") on January 24, 2011 (the "White Eagle Assignment") (the Original Hangar Lease and the White Eagle Assignment are collectively referred to herein as the "Hangar Lease");

WHEREAS, the County and White Eagle are also subject to that certain Propane Tank/Holding Tank Easement agreement dated June 10, 2011, (the "Easement") commencing June 1, 2011 and ending December 1, 2021, and a termination of the Easement is also included the Termination Agreement;

WHEREAS, on November 10, 2020, the Sawyer County Board of Supervisors ("County Board") approved a Hangar Lease Agreement with Hayward Aviation, LLC, for the Leased Land ("Hayward Aviation Lease");

WHEREAS, in light of the commencement of the Hayward Aviation Lease for the Leased Premises, White Eagle wishes to terminate the Hangar Lease via the Termination Agreement;

WHEREAS, on December 9, 2020, the County Public Works Committee discussed the terms of the Termination Agreement and whether the County should approve the Termination Agreement; and

WHEREAS, on December 9, 2020, the County Public Works Committee voted to recommend to the County Board that the County Board approve the Termination Agreement.

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

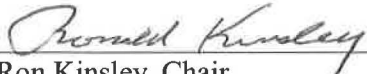
1. Recitals. The recitals set forth above are true and accurate, and are therefore incorporated into this Resolution and shall be used not just for reference.

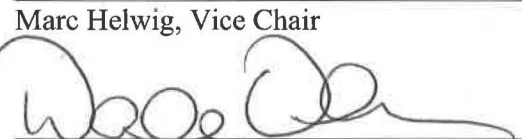
2. Determination. The Sawyer County Board of Supervisors, in light of the commencement of the Hayward Aviation Lease and after reviewing the Termination Agreement, determines that it is in

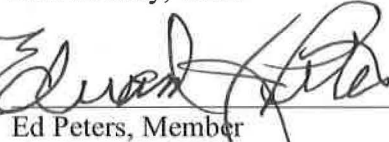
the best interest of the health, welfare and safety of the County's residents, taxpayers, visitors and property within the County to approve and enter into the Termination Agreement.

3. Action by County Administrator. The County Administrator is hereby authorized to execute the Termination Agreement on behalf of the County and take whatever steps necessary to complete the transaction contemplated by this Resolution.

The subject matter of this Resolution was discussed by the Sawyer County Public Works Committee on December 9, 2020 and was recommended for approval by the Sawyer County Board of Supervisors at its meeting on December 17, 2020.


Ron Kinsley, Chair

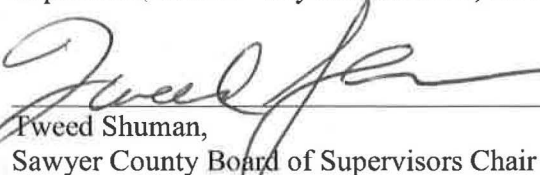

Marc Helwig, Vice Chair


Ed Peters, Member


Dale Olson, Member


Susie Taylor, Member

This Resolution and Assignment of Lease was heard by and approved by the Sawyer County Board of Supervisors this 17th day of December, 2020.


Tweed Shuman,
Sawyer County Board of Supervisors Chair



Carol Williamson,
Sawyer County Clerk

EXHIBIT A – MUTUAL TERMINATION OF LEASE AGREEMENT

MUTUAL TERMINATION OF LEASE AGREEMENT

THIS MUTUAL TERMINATION OF LEASE AGREEMENT (this "**Termination Agreement**") is dated as of December 1, 2020 (the "**Termination Date**"), by and between Sawyer County ("**Landlord**"), and White Eagle, LLC, a Delaware limited liability company ("**Tenant**"). Landlord and Tenant shall be singularly referred to herein as a "Party" or collectively as the "Parties".

RECITALS:

WHEREAS, David P. Carlson and Landlord entered into that certain Lease Agreement dated December 1, 2001 (the "**Lease**"), regarding the occupancy of real estate and the improvements thereon located on property described as Lot 2 of Certified Survey Map No. 6344 recorded in Volume 23 of Certified Survey Maps, page 98, being a part of the SW1/4SW1/4, Section 13, Township 41 North, Range 9 West, Sawyer County, Wisconsin (the "**Premises**"); and

WHEREAS, David P. Carlson and Tenant entered into an Assignment of Lease dated January 24, 2011, which assigned all of David P. Carlson's right, title, and interest in the Lease to Tenant, and the same was approved by Sawyer County, by the signature of the Sawyer County Corporation Counsel, Thomas J. Duffy; and

WHEREAS, Landlord and Tenant entered into a Propane Tank / Holding Tank Easement agreement dated June 10, 2011, (the "**Easement**") commencing June 1, 2011 and ending December 1, 2021, which by its terms grants rights to the Tenant, its employees and agents to enter the easement area for the purpose of operating, maintaining, and repairing a buried holding tank and fuel tank; and

WHEREAS, Tenant has entered into a Purchase agreement dated September 8, 2020 with Hayward Aviation, LLC (the "**Buyer**") for the purchase of Tenant's personal property located on the Premises, and pursuant to the terms of the Purchase agreement, upon Buyer's receipt of approval from Landlord to the terms of a new lease between Buyer and Landlord, Tenant shall terminate the Lease and release Landlord from all further obligations of the Lease; and

WHEREAS, on November 4, 2020, by its passage of Resolution 2020-45, attached hereto as Exhibit A, Landlord voted in favor of approving a negotiated lease (the "**Replacement Lease**") between Landlord and Buyer; and

WHEREAS, Landlord and Tenant mutually desire to terminate the Lease and Easement relating to the Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Termination Date. Landlord has agreed to enter into the Replacement Lease with Buyer and permit possession of the Premises by Buyer in accordance with the terms of the Replacement Lease and the Parties agree that the Lease and Easement (together the, "**Agreements**") shall terminate on the Termination Date, subject to the terms and conditions of this Termination Agreement.

2. Surrender of Premises. Subject to the conditions set forth herein, the Parties hereto agree that the term of the Agreements shall terminate as of the Termination Date and that Tenant shall surrender the Premises to Landlord not later than the Termination Date.

3. Entire Agreement. This Termination Agreement represents the complete understanding between the Parties hereto relative to the subject matter addressed herein; this Termination Agreement supersedes any and all other agreements and understandings between Landlord and Tenant, whether oral or written, relative to the subject matter addressed herein, including, without limitation, any terms contained in the Agreements that may be contrary to the terms of this Termination Agreement; and this Termination Agreement may not be modified, altered or changed except upon the written consent of each of the Parties hereto.

4. Execution of Counterparts. This Termination Agreement may be executed in multiple counterparts, each counterpart being executed by less than all of the Parties hereto, and shall be equally effective as if a single original had been signed by all Parties; but all such counterparts shall be deemed to constitute a single agreement, and this Termination Agreement shall not be or become effective unless and until each of the signatory Parties below has signed at least one such counterpart and caused the counterpart so executed to be delivered to the other Party.

5. Authority. Each individual signing this Termination Agreement on behalf of any Party hereto represents that he or she has full right, power and authority to enter into this Termination Agreement and to bind such Party for which he or she purports to sign this Termination Agreement. Tenant represents that it has received and any all approvals from any third parties which may be required to enter into this Termination Agreement.

6. Binding Agreement. This Termination Agreement is binding upon and shall inure to the benefit of all Parties hereto, and to their respective heirs, executors, administrators, predecessors, successors, assigns, parents and subsidiary corporations, divisions, officers, directors, partners, agents, attorneys, and employees, as applicable.

7. Applicable Law. This Termination Agreement shall be subject to and construed pursuant to the internal laws of the State of Wisconsin.

8. Acknowledgement of Governmental Entity. Tenant acknowledges and accepts that Landlord is a governmental entity subject to the laws of the State of Wisconsin, including but not limited to those set forth in Wis. Stat. Ch. 59. Tenant acknowledges and accepts that this Termination Agreement is subject to all applicable Wisconsin laws, including those that may supersede or otherwise invalidate the terms of this Termination Agreement.

(Signatures Appear on the Following Page)

IN WITNESS WHEREOF, Landlord and Tenant have caused this Termination Agreement to be duly executed as of the day and year first above written.

LANDLORD:

SAWYER COUNTY,

By: [Signature]
Thomas R. Hoff, Sawyer County Administrator

TENANT:

WHITE EAGLE, LLC,

By: _____
Randolph W. Carson, Member

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County and as directed by the Sawyer County Board of Supervisors. In witness whereof, I have hereunto set my hand and official seal at 10610 Main St, this 17th day of December, 2020.

Sartelo Hayward WI 54843
[Signature]
NOTARY PUBLIC
My commission expires: 1-4-2021



STATE OF Wisconsin)
) SS
COUNTY OF Sawyer)

Personally came before me this ____ day of December, 2020, the above named Randolph W. Carson, Member of White Eagle LLC, a Delaware Limited Liability Company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

(Seal)

Notary Public
My Commission Expires _____

IN WITNESS WHEREOF, the undersigned have executed this Termination Agreement to be effective as of the day and year first above written.

LANDLORD:

SAWYER COUNTY,

By: _____
Thomas R. Hoff, Sawyer County Administrator

TENANT:

WHITE EAGLE, LLC,

By: _____
Randolph W. Carson, Member

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County and as directed by the Sawyer County Board of Supervisors. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2020.

NOTARY PUBLIC
My commission expires: _____

STATE OF NC)
) SS
COUNTY OF Buncombe)

Personally came before me this 17 day of December, 2020, the above named Randolph W. Carson, Member of White Eagle LLC, a Delaware Limited Liability Company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

(Seal)

HERIBERTO GUERRA GOMEZ
Notary Public
Buncombe Co., North Carolina
My Commission Expires June 17, 2024

Notary Public
My Commission Expires _____