

NOTICE OF MEETING

SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE

January 4, 2023

8:00 A.M.

Sheboygan County Transportation Department
W5741 County Road J
Plymouth, WI 53073
Conference Room

AGENDA

Call to Order

Certification of Compliance with Open Meeting Law

Citizen Input and Comments

Approval of Minutes: Transportation Committee Meeting – December 5, 2022

Review and Approve Vouchers

Approval of Members to Attend Meetings or Functions

Correspondence

Airport/Highway

- Airport Activities and Updates (This is a summary of key activities. No action will be taken by the Transportation Committee resulting from this conversation, unless it is a specific item on the agenda.)
- Consideration of Individual Aircraft Hangar Lease Lot 2a - Robert Remington
- Consideration of Sheboygan County Resolution No. _____ (2022-2023) Authorizing Elkhart Lake's Road American Right of First Refusal and Option to Purchase
- Consideration of Table of Organization Change Airport
- Consideration of Vacant Position Request (Airport)
- Consideration of Hiring Above Midpoint
- Consideration of Change to Department Exception Policy – Shift Premium
- Highway Activities and Updates (This is a summary of key activities. No action will be taken by the Transportation Committee resulting from this conversation, unless it is a specific item on the agenda.)

Adjournment

Next Scheduled Meeting: January 18, 2023

Prepared by:

Amy Wieland 920-459-3822

Recording Secretary

Thomas Wegner
Committee Chairperson

NOTE: Persons with disabilities needing assistance to attend or participate are asked to notify the Transportation Department Office at 920-459-3822 prior to the meeting so that accommodations may be arranged.

A majority of the members of the County Board of Supervisors or of any of its committees may be present at this meeting to listen, observe, and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting law as interpreted in State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE MINUTES

Sheboygan County Transportation Department
W5741 County Road J
Plymouth, WI 53073

December 5, 2022

Called to Order: 9:00 A.M.

Adjourned: 10:20 A.M.

MEMBERS PRESENT: Thomas Wegner, Al Bosman, Jon Kuhlow and Roger Te Stroete
(In person)

MEMBERS PRESENT: Jackie Veldman
(Via Google Meets)

ALSO PRESENT: Greg Schnell, Matt Grenoble, Emily Stewart, Jeremy Fetterer and Amy Wieland

Chairman Wegner called the meeting to order at 9:00 a.m.

Chairman Wegner certified compliance with the open meeting law. The notice was posted at 11:15 a.m. on December 2, 2022.

There was no citizen input.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve the minutes from November 7, 2022 as presented. Motion carried.

Supervisor Bosman made a motion and Supervisor Te Stroete seconded the motion to approve the vouchers. Motion carried.

Supervisor Te Stroete made a motion and Supervisor Kuhlow seconded the motion to approve Supervisor Bosman's attendance at the November 15, 2022 - Public Involvement for State Highway 57 (STH 28 to the north county line) meeting. Motion carried.

There was no correspondence reported.

Airport Activities: Airport Superintendent Matt Grenoble provided the fuel flowage report and noted that there was a 13% decrease in from 2021. 2021 was a very active year at the airport.

Grenoble provided an update on the mound system located at the Sheboygan County Memorial Airport. Grenoble said that ground water was leaking into one of the holding tanks, but that has now been repaired. Dirkse & Huibregtse, LLC maintains the system and is recommending that one of the holding tanks be replaced as it is old and is deteriorating. Supervisor Te Stroete asked if more money should be put into reserves for future issues with the mound system.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve the Farm Lease Renewals for the Airport. Motion carried.

Transportation Director Greg Schnell said that all of the information was not completed to present to the committee for the Consideration of the Table of Organization Change for Airport / Highway. Schnell said that it will be added to the January 2023 agenda.

Supervisor Kuhlow made a motion and Supervisor Te Stroete seconded the motion to approve Awarding Fuel Contract for the Airport. Motion carried.

Supervisor Bosman made a motion and Supervisor Te Stroete seconded the motion to approve the Carryover of Unexpended 2022 Appropriations for 2023 for Airport and Highway. Motion carried.

Supervisor Kuhlow made a motion and Supervisor Veldman seconded the motion to approve the Vacant Position Requests for Airport and Highway for 2023. Motion carried.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve Hiring Above Mid-Point. Motion carried.

Supervisor Te Stroete made a motion and Supervisor Bosman seconded the motion to approve Hiring Limited Term Employees (Student & Truck Drivers) for 2023. Motion carried.

Supervisor Veldman made a motion and Supervisor Kuhlow seconded the motion to approve the Use of Fund Balance to Purchase Equipment. Motion carried.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve Placing Our Order for Some of the 2024 Equipment. Motion carried.

Supervisor Te Stroete made a motion and Supervisor Bosman seconded the motion to approve the Budget Adjustment for Airport and Highway Departments. Motion carried.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve the Use of Property for Medivac Helicopter June 15 – 18 & August 3 - 6, 2023 for Road America Events. Motion carried.

Highway Activities and Updates: Schnell said that the Winter Road School will be held in January and the committee should let him know if they plan to attend so reservations can be made. Schnell said that 130,000 tons of asphalt was produced this year. Schnell said that all 45 plow trucks are ready for winter operations. Schnell indicated that brine tanks have been placed in various communities to provide product not only for county use, but for municipalities as well. Schnell explained the process of brining and using rock salt and that using brine is less expensive. Schnell indicated that the switch gear for the asphalt plant will not be delivered until July. It is anticipated that the asphalt plant will start operations in mid-summer.

The next Transportation Committee meeting will be on Wednesday, January 4, 2023 at 8:00 a.m.

Motion by Supervisor Bosman and seconded by Supervisor Kuhlow to adjourn at 10:20 a.m. Motion carried.

Amy Wieland
Recording Secretary

Al Bosman
Committee Secretary

INDIVIDUAL AIRCRAFT HANGAR LEASE

THIS AGREEMENT, entered into this ____ day of _____, 2023, by and between the **COUNTY OF SHEBOYGAN**, State of Wisconsin, hereinafter called "**LESSOR**" and **ROBERT REMINGTON**, hereinafter called "**LESSEE**."

WITNESSETH:

WHEREAS, LESSOR owns and operates in the Town of Sheboygan Falls, Wisconsin, an airport which includes all aeronautical navigation facilities, said airport being known as the "Sheboygan County Memorial Airport" (Airport), and **LESSOR** desires to lease to **LESSEE** certain premises, hereinafter more fully described and located at said Airport, together with the right to use and enjoy individually and in common with others the facilities referred to, and

WHEREAS, LESSEE will base his aircraft on said Airport and will construct or maintain an individual aircraft hangar for non-commercial purposes as defined per County Ordinance Chapter 64 and desires to lease said property and rights from the **LESSOR** on and at said Airport, and

WHEREAS, LESSEE will use said property for the primary purpose of storing aircraft;

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, **LESSEE** does hereby lease from **LESSOR**, and **LESSOR** does hereby lease unto **LESSEE** the following-described tract of land at said Airport:

Lot Number 2a, Individual Hangar Area, Map "A", Chapter 61, Sheboygan County Code of Ordinances. (N6154 Resource Drive, Sheboygan Falls, Wisconsin) NOTE: Lot Size 60' x 60' .

In the event the area leased hereunder is required for other Airport improvements, **LESSEE** may be required to move his building at **LESSOR's** expense upon one hundred twenty (120) days' written notice from **LESSOR**, and **LESSOR** agrees that it will provide another airport area for use by **LESSEE**, and such area will make available the same facilities and rights granted hereunder.

1. TERM. The term of this Lease shall be for a period of ten (10) years commencing on the date above first written. Thereafter, it will be automatically renewed for three- (3-) year periods unless a notice to terminate the lease is issued six (6) months prior to the anniversary date.

2. RENT. **LESSEE** agrees to pay (\$.133) per square foot of lot area as a rental charge for 2023, the first payment due upon signing and the subsequent annual payment payable in annual installments, on the anniversary date of the date of signing, for the leased premises which contains a total of four thousand two hundred (4,200) square feet. It is understood and agreed that thereafter the rental charge shall be subject to re-examination and readjustment by **LESSOR** in November or December of the preceding year for the following year, provided that any readjustment of said rent shall be fair and reasonable.

3. **USE OF PREMISES.** **LESSEE** agrees to erect or maintain on the leased premises a hangar more particularly described as follows:

50' wide × 40' deep individual aircraft hangar with roof peak height not to exceed 16'-0". Building color shall be compatible with existing hangars on Lots 7 through 27 as approved by the Airport Manager.

A. Title. Subject to Paragraph 17, **LESSEE** shall retain title to all buildings constructed or maintained on said premises and such title shall be transferable. Title transfer may only be done with the consent of **LESSOR** as long as the buildings are on the leased premises.

B. Building Maintenance. **LESSEE** will maintain the structure occupied by him and the surrounding land premises in good order and make such repairs as are necessary. The building appearance at all times must be such as to enhance the beauty of the Airport, and **LESSOR**, through its Airport Manager, shall have authority to request the making of any improvement with regard to the maintenance and appearance of the building and surrounding rented premises. **LESSEE** shall have sixty (60) days within which to make the requested improvements and, if not completed within that period of time, **LESSOR** shall be authorized to do certain work and charge the same to **LESSEE**, and said charge shall be payable within thirty (30) days of its billing date and shall be, upon billing, a condition of this Lease.

C. Fire Loss of Buildings. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building or restore the leased land to its original condition or remove the damaged building and restore the leased area to its original condition. Such action must be accomplished within one hundred twenty (120) days of the date the damage occurred. **LESSEE** shall then notify **LESSOR** of **LESSEE**'s intention to rebuild.

D. Signs. **LESSEE** agrees that no signs or advertising matter may be erected without the consent of **LESSOR**.

E. Commercial Activity Prohibited. In the event a business is desired to be conducted from the leased individual hangar area, the Airport Manager, in conjunction with the Airport Advisory Committee shall review for approval a request for a hangar lease within the individual hangar area. When both feel the business can be conducted in a manner acceptable to the proper operation of Airport business, a recommendation will be presented to the Transportation Committee for its approval and action, subject to applicable zoning and land use regulations.

F. Aircraft Maintenance. **LESSEE** will use said property for the primary purpose of storing aircraft. Aircraft maintenance may be performed by the owner or a Federal Aviation Administration (FAA) certified mechanic supervising the owner, or as approved by **LESSOR**.

4. **ANCILLARY USES.** **LESSEE** shall have the right to the non-exclusive use, in common with others, of the Airport parking areas, appurtenances, and improvements, the right to install, operate, maintain, and store, subject to the approval of **LESSOR** in the interests of safety and convenience of all concerned, all equipment necessary for the safe hanging of **LESSEE's** plane; the right of ingress to and egress from the demised premises, which right shall extend to **LESSEE's** employees, guests, and patrons, the right in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying, and landing of aircraft of **LESSEE**.

5. **COMPLIANCE WITH AIRPORT REGULATIONS.** **LESSEE** agrees to observe and obey during the term of this Lease all laws, ordinances, rules, and regulations promulgated and enforced by **LESSOR** and by other proper authority having jurisdiction over the conduct of operations at the Airport. The provisions of Chapters 61, 62, 63, 64, and 65 of the Sheboygan County Code of Ordinances, and any subsequent amendments thereto are expressly made a part of the terms of this Lease as though fully set forth.

6. **ASSIGNMENT.** It is agreed between the parties that **LESSEE** shall have no right to assign this Lease, sublease, mortgage, or otherwise encumber the leased premises without the advance written consent of **LESSOR**.

7. **ALTERATION.** **LESSEE** covenants and agrees not to make any alterations, additions, or improvements to the leased premises, including the hangar, without the prior written approval of **LESSOR**. All fixtures installed or additions and improvements made to the leased premises, including the hangar, shall remain **LESSEE's** property at the termination of the Lease, subject to Paragraph 17.

8. **INSPECTION.** **LESSOR** reserves the right to enter upon the premises at any reasonable time and with written notice five (5) days in advance to **LESSEE** for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease except that in the event of an emergency **LESSOR** reserves the right to enter upon the premises without prior notice.

9. **INDEMNITY/FORCE MAJEURE.**

A. Definitions. In Subparagraph **B** of this Paragraph 9, the following terms shall have the meanings indicated:

(i) "Protected Parties" shall mean **LESSOR** and its officers, agents, representatives, and employees.

(ii) "Adverse Claims" shall mean any and all claims, suits, actions, demands, fines, damages, liabilities, and expense, including costs, attorney's fees and expenses of litigation in connection with loss of life, personal injury, damage to property or business, or relating to any breach, violation, or nonperformance by **LESSEE** of any covenant or condition of this Lease.

(iii) "Related Parties" shall mean **LESSEE's** officers, agents, invitees, representatives, or employees.

B. Indemnification. **LESSEE** agrees that it will indemnify and hold harmless the Protected Parties against Adverse Claims arising from or out of any occurrence:

- (i) in, upon, or on the leased premises;
- (ii) in connection with **LESSEE's** use of the Airport;
- (iii) occasioned wholly or partly by an act or omission of **LESSEE** or Related Parties; or
- (iv) arising out of any breach, violation, or non-performance by **LESSEE** or Related Parties of any covenant or condition of the Lease.

The foregoing indemnification shall not extend to any Adverse Claims to the extent occasioned by the acts or omissions of the Protected Parties.

C. Force Majeure. **LESSOR** shall not be liable for its failure to perform this Lease or for any loss, injury, damage, or delay of any type or nature whatsoever caused by, resulting from, arising out of, or incident to any Act of God, inclement weather, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond **LESSOR's** control.

10. TAXES. **LESSEE** shall pay all taxes or assessments that may be levied against the personal property of **LESSEE** or the buildings which may be erected or maintained on lands leased exclusively to him.

11. DEFAULT. **LESSEE** shall be deemed in default upon:

- A. Failure to pay rent within thirty (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, including any of the regulations outlined under Paragraph 6 of this Lease, or failure to keep any of its terms and requirements after written notice to cease such violation and failure to correct such violation within thirty (30) days.

Default by **LESSEE** shall authorize **LESSOR**, at its option and without legal proceedings, to declare this Lease void, cancel the same, and re-enter and take possession of the premises. **LESSOR** has the right to pursue any other remedy available in law or equity for **LESSEE's** breach.

12. NON-DISCRIMINATION. The Sheboygan County Memorial Airport, having received funding through the Federal Airport Act, 49 U.S.C. §1101-1120, adheres to a non-discrimination policy. **LESSEE** agrees that the use of **LESSEE's**

premises shall not exclude or otherwise subject any person to discrimination based on race, color, national origin, or any other protected classification.

13. LESSOR'S RESERVATIONS. LESSOR reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of LESSEE and without interference or hindrance. LESSOR, at the same time, shall be under no obligation to provide services such as snow removal or any other improvements to the individual hangar area, it being understood that roadways, taxiways, and other improvements to this area shall not be provided by LESSOR and shall not be requested by LESSEE at any time. LESSOR currently provides limited snow removal to individual Lessees. LESSOR shall continue to provide the following snow removal services: All of Taxiway "A" and thirty- (30-) foot wide paths in the center of Taxilanes "B," "C," "D," "E," "F," and "G." In addition, LESSOR shall continue to plow snow to within five (5) feet of the LESSEE's hangars as long as the Airport Department has an adequate snow removal budget to continue to do this additional plowing. Should the Sheboygan County Transportation Committee determine that it will no longer provide snow removal beyond the thirty- (30-) foot corridors in the Individual Hangar Apron Areas, for fiscal economic reasons or otherwise, it will notify LESSEE in the fall of its decision so that LESSEE will be able to make other snow removal arrangements.

A. Control of Public Areas. LESSOR reserves the right, but shall not be obligated to LESSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard.

B. Control of Navigation Facilities. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches to 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 LESSOR would limit the usefulness of the Airport or constitute a hazard to the Airport.

C. Controls During National Emergency. During the time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such 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.

14. INSURANCE. LESSEE shall carry a minimum single limit \$300,000.00 hangar premises liability insurance, and a copy of said policy is to be filed with the Airport Manager and kept in full force and effect at all times during the term of this Lease. Sheboygan County shall be named as an additional insured on the policy.

15. SUBORDINATION CLAUSE. This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States 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 to include provisions required by those agreements with the United States or the State of Wisconsin.

16. HAZARDOUS MATERIALS. **LESSEE** hereby agrees that it shall not store or dispose of on the leased premises any explosive, radioactive, poisonous, or combustible "hazardous materials" except those items and amounts typically and reasonably used in a general aviation hangar. Any such items shall be properly and safely stored. This provision shall not apply to the storage of flammable liquids necessary for the operation of aircraft, provided that such flammable materials are properly and safely stored in approved safety cans, flammable liquid storage cabinets in accordance with National Fire Protection Association Standard Number 30, as amended from time to time. In no event shall any such flammable liquids be disposed of on the leased premises.

17. TERMINATION/SURRENDER. Upon termination of this Lease, **LESSEE** shall immediately surrender possession of the leased premises to **LESSOR** and shall immediately remove the aircraft and all other personal property from the leased premises, and shall return the leased premises to **LESSOR** in the same condition as when received, ordinary wear and tear excepted. **LESSEE** shall be liable for any and all damage to the leased premises caused by **LESSEE's** use. As to the hangar on the leased premises required in Paragraph 3, **LESSEE** shall make reasonable efforts to remove the hangar or alternatively transfer possession of the hangar to a third person with the consent of **LESSOR**. If **LESSEE** fails to make suitable arrangements for the removal or assignment of the hangar, within ninety (90) days of the termination of the Lease, the hangar and any other remaining personal property will be deemed abandoned, and title to such property shall be vested in **LESSOR**.

(The rest of this page intentionally left blank. Signature page on Page 7.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first herein written.

SHEBOYGAN COUNTY, Lessor
By Its Transportation Committee
Pursuant to Section 2.12 of the Sheboygan County Code

Thomas Wegner, Chairperson

Roger Te Stroete, Vice-Chairperson

Al Bosman, Secretary

Jon Kuhlowl

Jacqueline Veldman

LESSEE

ROBERT REMINGTON
W78N975 Cranes Crossing
Cedarburg, WI 53012

1 **SHEBOYGAN COUNTY RESOLUTION NO. _____ (2022/23)**

2
3 **Re: Authorizing Elkhart Lake's Road America Right of First Refusal and Option to**
4 **Purchase**

5
6
7 **WHEREAS**, Sheboygan County owns a gravel pit on County Highway J in the Town of
8 Plymouth (the "Property") adjacent to Elkhart Lake's Road America, Inc., and
9

10 **WHEREAS**, Elkhart Lake's Road America, Inc. wishes to purchase the Property to allow
11 for construction of additional safety measures, parking, and overall enhancements and features
12 to continue to promote and attract outdoor event enthusiasts to support racing operations at
13 such time the gravel pit is decommissioned;
14

15 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors that the County
16 Board Chairperson and the County Clerk are authorized and directed to execute a Right of First
17 Refusal and Option to Purchase Agreement and other documents as necessary to complete
18 such transaction, granting rights in the Property to Road America.
19

20
21 Respectfully submitted this 4th day of January, 2023.
22

23
24 **TRANSPORTATION COMMITTEE**
25

26
27
28
29 _____
30 Thomas Wegner, Chairperson

31 _____
32 Roger Te Stroete, Vice Chairperson

33 _____
34 Al Bosman, Secretary

35 _____
36 Jacqueline Veldman

37 _____
38 Jon Kuhlow
39

40
41
42 Opposed to Introduction:
43
44

**RIGHT OF FIRST REFUSAL AND
OPTION TO PURCHASE AGREEMENT**

THIS RIGHT OF FIRST REFUSAL AND OPTION TO PURCHASE AGREEMENT ("Agreement") is dated as of _____ (the "Effective Date") by and between **SHEBOYGAN COUNTY**, a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081, hereinafter referred to as "**SELLER**", and **ELKHART LAKE'S ROAD AMERICA, INC.**, a Wisconsin corporation, with a mailing address of P.O. Box 338, Elkhart Lake, Wisconsin 53020, hereinafter referred to as "**BUYER**".

RECITALS

WHEREAS, SELLER owns a gravel pit on County Highway J in the Town of Plymouth, Sheboygan County, Wisconsin, (the "Property"), and as illustrated on the attached **Exhibit A** and more specifically described as follows:

Part of the Southwest 1/4 of the Southwest 1/4 of Section 4, Town 15 North, Range 21 East, lying in the Town of Plymouth, Sheboygan County, State of Wisconsin, commencing at the southwest corner of Section 4; thence along the west line of the SW1/4 of Section 4, N00°09'19"W, 200.00 feet to the point of beginning; thence parallel with the south line of said SW1/4, N89°57'58"E, 1084.75 feet; thence N04°54'33"E, 457.80 feet; thence N09°43'40"E, 587.49 feet; thence S89°49'10"W, 1225.99 feet to the said west line; thence along said west line, S00°09'19"W, 1031.94 feet to the point of beginning and containing 1,182,675 square feet (27.15 acres) of land more or less.

Part of Parcel No. 59016-211420

WHEREAS, BUYER wishes to purchase the Property to allow for construction of additional safety measures, parking, and overall enhancements and features to continue to promote and attract outdoor event enthusiasts to support racing operations at such time the gravel pit is decommissioned.

AGREEMENT

1. **Earnest Money Fee.** **BUYER** shall pay to **SELLER** a non-refundable earnest money fee of Two Thousand Five Hundred and NO/100 Dollars (\$2,500.00) for the Right of First Refusal and the Option to Purchase granted in this Agreement (the "Earnest Money Fee"). The Earnest Money Fee shall be paid on or before _____. The Earnest Money Fee shall be non-refundable, but applicable to the purchase price of the Property upon the exercise of the Right of First Refusal or the Option to Purchase granted by this Agreement.

2. **Right of First Refusal.** If **SELLER** receives a bonafide third party offer (the "Bonafide Offer") to purchase some or all of the Property which **SELLER** desires to accept, **SELLER** shall notify **BUYER** in writing and provide **BUYER** with a copy of such Bonafide Offer. **BUYER** shall have ninety (90) days from **BUYER'S** receipt of such notice and Bonafide Offer to elect whether to purchase the Property on the same

Drafted By and Return To:
Attorney Crystal H. Fieber
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

terms as contained in the Bonafide Offer, by delivering to **SELLER** a written notice of its intention to purchase. If **BUYER** elects to purchase, **BUYER** and **SELLER** shall execute a purchase contract that is substantially similar to the Bonafide Offer and proceed to closing in accordance with the purchase contract terms. If **BUYER** elects not to purchase (or fails to notify **SELLER** within the required ninety (90) days, **SELLER** may proceed to sell some or all of the Property to the prospective purchaser in accordance with the terms of the Bonafide Offer. If such sale fails to close or if not all of the Property is transferred in accordance with the Bonafide Offer, **BUYER'S** rights under this Agreement shall attach to any subsequent proposed sale of any portion of the Property.

3. **Option to Purchase Terms.** At such time as **SELLER** files a petition with the appropriate State of Wisconsin agency to decommission the gravel pit on the Property, it will provide a notice of decommissioning to **BUYER**. The **BUYER** may exercise its Option to Purchase by delivering a written notice of its intention to exercise its Option to Purchase, signed by the **BUYER**, to **SELLER** within sixty (60) days of **SELLER'S** notice of decommissioning or in twenty (20) years, whichever occurs first (the "Termination Date") upon the following terms:

A. The purchase price for the Property shall be based on the appraised value at the time **BUYER** exercises its option to purchase. **BUYER** and **SELLER** shall each obtain an appraisal, at their own cost, within sixty (60) days of the date **BUYER** delivers its written notice of intent to exercise its Option to Purchase and the purchase price shall be the average between the two valuations. If either party fails to obtain an appraisal, the value of the other party's appraisal shall be used as the purchase price for the sale. **BUYER** may withdraw its Notice of Intent to exercise the Option after determining the purchase price, by delivering written notice to **SELLER** of its intent to withdraw from the purchase not later than thirty (30) days before Closing. **BUYER** shall be responsible for **SELLER'S** costs incurred before **BUYER'S** withdrawal.

B. The date of closing shall be within ninety (90) days after the date of **BUYER'S** written notice of exercise of option to purchase (provided, however, if such date shall be a Saturday, Sunday, or legal holiday, then the closing shall take place on the next succeeding business day) (the "Closing Date"), or such other date as may be agreed in writing by **SELLER** and **BUYER**.

C. **SELLER** shall furnish and deliver to **BUYER**, at **SELLER'S** sole cost and expense, for examination, at least fifteen (15) days prior to the date of closing (the "Closing Date"), an American Land Title Association ("ALTA") owner's policy of title insurance in the amount of the full purchase price naming the **BUYER**, or its designee, as the insured written by a responsible title insurance company licensed by the State of Wisconsin, which policy shall show good and marketable fee simple title in **SELLER** as of the then current date, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and any liens caused, created, suffered or attached to the Property by **BUYER** and any other easements, restrictions, or covenants created by **SELLER** with **BUYER'S** express consent; all of said exceptions to title are herein collectively called "Permitted Encumbrances." A commitment by such title company agreeing to issue such title policy upon the recording of the proper documents as agreed herein shall be deemed sufficient performance. **BUYER** shall notify **SELLER** of any objection to title and **SELLER** shall have a reasonable time not exceeding thirty (30) days to resolve the objections and closing shall be extended as necessary for this purpose; if such objections are not cured within said time, **BUYER** may elect either (i) to terminate and cancel its obligation to purchase the Property, or (ii) to consummate the transaction and withhold from the amount due at closing the reasonable costs of curing such objections.

D. The purchase of the Property shall be closed and consummated on the Closing Date at such other location agreed to in writing by **SELLER** and **BUYER**. Title to the Property shall be conveyed by warranty deed, properly executed and acknowledged, granting to **BUYER**, or its designee, good and marketable fee simple title to the Property subject only to the Permitted Encumbrances.

4. **Investigations, Cooperation, and Indemnification.** At reasonable times while this Agreement remains in effect but not more frequently than once every six months and with not less than ten (10) days prior written notice to **SELLER**, **BUYER** may, at **BUYER'S** expense, enter and make inspections of the Property, including but not limited to, surveys, investigations and tests of soils, structures, and utility lines. **BUYER** also may, at **BUYER'S** expense, seek and obtain any and all governmental approvals, permits, authorizations, agreements or other entitlements deemed necessary or desirable by **BUYER** for its intended use of the Property. **BUYER** shall indemnify and hold **SELLER** harmless from any claims, damages, losses, costs, expenses, or liabilities arising from **BUYER'S** actions under this Agreement.

5. **Memorandum.** **BUYER** shall record this Agreement or a memorandum of this Agreement in the office of the Sheboygan County Register of Deeds, provided however, that **BUYER** shall record a termination of this Agreement, if **BUYER** fails to exercise its Right of First Refusal or Option to Purchase not later than the termination of this Agreement.

6. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the earlier of the following: (i) The closing of the sale of the Property to **BUYER** as contemplated by this Agreement; or (ii) **BUYER'S** failure to exercise the Right of First Refusal as required by paragraph 2 of this Agreement that results in a third-party sale; or (iii) **BUYER'S** failure to exercise its Option to Purchase as required by paragraph 3 of this Agreement, or (iv) the mutual agreement of the parties, or December 31, 2042.

7. **Notices.** Any notice, demand, or statement required or permitted under the terms of this Agreement shall be in writing and be deemed to have been properly given or served personally or by a recognized national overnight delivery service, or two (2) days after deposited in the United States mail with first-class postage and registered mail or certified mail fees prepaid, to the following address or addresses (or at such other addresses designated by the parties from time to time):

If to SELLER:	Attn: _____ SHEBOYGAN COUNTY 508 New York Avenue Sheboygan, WI 53081
With a copy to:	Attorney Crystal H. Fieber Sheboygan County Corporation Counsel 2124 Kohler Memorial Drive, Suite 310 Sheboygan, WI 53081
If to BUYER:	Elkhart Lake's Road America, Inc. P.O. Box 338 Elkhart Lake, WI 53020

*[The rest of this page intentionally left blank;
signatures of Seller and Buyer appear on the following pages.]*

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the dates indicated after their respective signatures.

SELLER:

SHEBOYGAN COUNTY

Dated: _____

By: _____

Print Name: _____

Its: _____

STATE OF WISCONSIN)
)ss
SHEBOYGAN COUNTY)

Personally came before me on this ____ day of _____, 20_____,
_____, to me known to be the person who executed the foregoing instrument and
acknowledged the same.

Print Name : _____

Notary Public, State of Wisconsin

My Commission (is permanent)(expires: _____)

BUYER:

ELKHART LAKE'S ROAD AMERICA, INC.

Dated: _____

By: _____

Print Name: _____

Its: _____

STATE OF WISCONSIN)
)ss
SHEBOYGAN COUNTY)

Personally came before me on this _____ day of _____, 20_____,
_____, to me known to be the person who executed the foregoing instrument and
acknowledged the same.

Print Name : _____

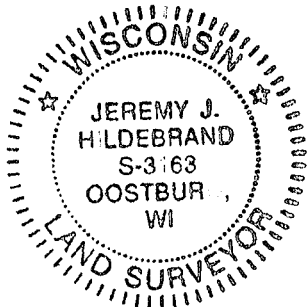
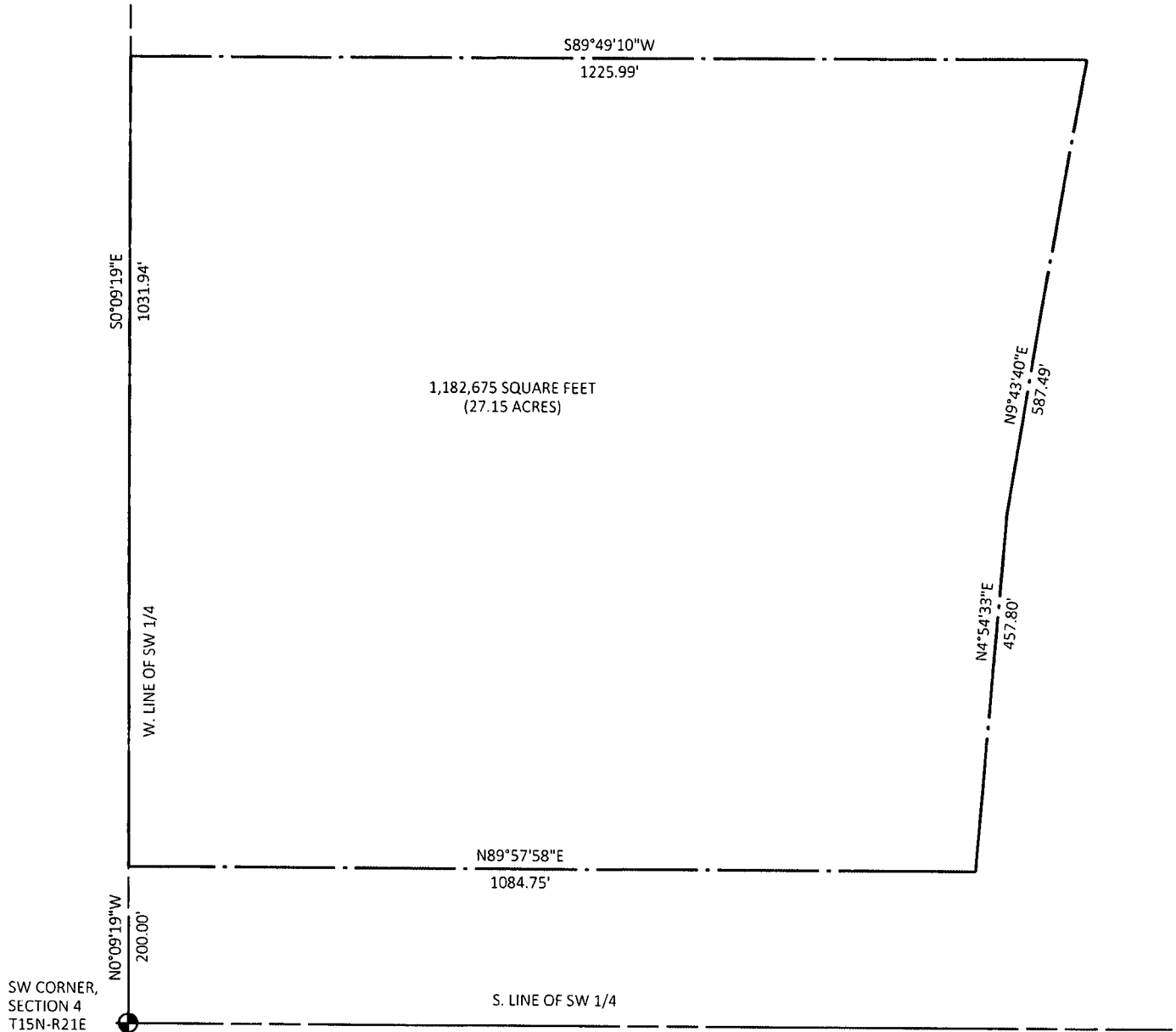
Notary Public, State of Wisconsin

My Commission (is permanent)(expires: _____

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EXHIBIT A

PART OF SW 1/4 OF THE SW 1/4 OF SEC. 4, T15N, R21E, TOWN OF PLYMOUTH,
SHEBOYGAN COUNTY, WISCONSIN



I HEREBY CERTIFY THAT THIS SURVEY IS CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF

[Signature] 11/30/22
JEREMY HILDEBRAND WI REGISTERED LAND SURVEYOR NO S 3163



WISCONSIN

PARENT PARCEL ID:
PART OF 59016211420

BEARINGS ARE REFERENCED TO
THE W. LINE OF THE SW 1/4 OF
SEC. 4, T15N, R21E WHICH
BEARS N 00°09'19" W

SCALE, FEET

