

NOTICE OF MEETING

SHEBOYGAN COUNTY PLANNING, RESOURCES,
AGRICULTURE AND EXTENSION COMMITTEE

November 9, 2021

3:30 PM

UW Extension Office
UW Sheboygan Campus
5 University Drive
Sheboygan, WI
Room 5024

Remote Access:

(312) 626-6799

Meeting ID: 956 6404 0989

Passcode: 856197

<https://zoom.us/j/95664040989?pwd=dGJrYlZ5Tmx2RVcvRDFsdU5Ld0lXZz09>

*** AGENDA ***

Call Meeting to Order

Certification of Compliance with Open Meeting Law

Approval of Minutes

- PRAE Committee - Regular Meeting – October 12, 2021

Correspondence

Register of Deeds

Consideration of 3rd Quarter Variance Report

Planning & Conservation

Consideration of 3rd Quarter Variance Report

Consideration of a Temporary Parking Lot Closure for an Event

Consideration of Filling Open Code Technician Position

Consideration of Marsh Building Rental Agreement

Consideration of Resolution Approving Easement with Wisconsin Department of Natural Resources for Amsterdam Dunes In-Lieu Fee Project Site

Other Department Project and Program Management Updates

Consideration and Approval of Attendance at Other Meetings/Functions

Travel Report and Report of Meetings and Functions Attended

Review and Approve Vouchers

Adjournment

Next scheduled meetings - November 23, 2021 at 3:30 PM (UW Extension Focus)

- December 14, 2021 at 3:30 PM (Planning & Conservation Focus)

Prepared by:
Karsen Gosh, Recording Secretary
(920) 459-1370

Approved by:
Keith Abler, Chairperson
(920) 207-9351

NOTE: The Committee welcomes all visitors to listen & observe, but only Committee members & those invited to speak will be permitted to do so, except for the Public Hearing portion of this meeting where any interested person can speak. Person with disabilities needing assistance to attend or participate should contact the County Planning & Conservation Department at 920/459-1370 prior to the meeting so that accommodations may be arranged.

NOTE: A majority of the members of the County Board of Supervisors or 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*, Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

**SHEBOYGAN COUNTY PLANNING, RESOURCES,
AGRICULTURE, & EXTENSION COMMITTEE MINUTES**

Sheboygan County UW-Extension Office
5 University Drive
Sheboygan, WI
Room 5024
and
Via Zoom

October 12, 2021

Called to Order: 3:30 PM

Adjourned: 4:02 PM

MEMBERS PRESENT: Supervisor Keith Abler, Paul Gruber, Supervisor Mike Ogea, Supervisor Rebecca Clarke, and FSA Member Stan Lammers.

MEMBERS ABSENT: Supervisor Henry Nelson

OTHERS PRESENT: Aaron Brault, Karsen Gosh, Tyler Betry, Sawyer Brault, Isabelle Brault

Chairperson Abler called the meeting to order at 3:30 PM and verified the meeting notice had been posted on October 8, 2021 at 4:00 PM and that the meeting complies with the Wisconsin Open Meeting Law.

Supervisor Ogea made a motion to approve the September 14, 2021 Planning, Resources, Agriculture and Extension Committee minutes. Supervisor Gruber seconded the motion. Motion carried unanimously.

Planning & Conservation – Mr. Brault explained the resolution authorizing participation in the Department of Natural Resources Municipal Dam Grant Program to the Committee. Supervisor Ogea motioned and Supervisor Clarke seconded to approve the resolution. Motion carried unanimously.

Mr. Brault gave a brief overview on the potential boat-washing station at Elkhart Lake to prevent the spread of aquatic invasive species. The Committee was asked to approve the transfer of \$10,000.00 from the Department's non-lapsing account #195.341530 to expense account #125.532145 (subledger #96246). Supervisor Gruber motioned to approve the request and Supervisor Clarke seconded the motion. Motion carried unanimously.

Mr. Brault gave an overview of the vacated position and subsequent open position request. Supervisor Ogea motioned and Supervisor Clarke seconded to approve the request. Motion carried unanimously.

Mr. Brault explained the need for a limited term employee for summer 2022. Supervisor Gruber motioned to approve the LTE position and Mr. Lammers seconded the motion. Motion carried unanimously.

Mr. Brault gave a brief update on the Department regarding filling an open GIS Analyst position, the Sustain Our Great Lakes Grant for the Sheboygan Marsh, the progress of the new Marsh building, upcoming tree sale, and the Amsterdam Dunes Mitigation Bank credits.

Supervisor Ogea made a motion to retroactively approve mileage and per diem for Supervisor Abler's attendance to an internal Amsterdam Dunes Mitigation Site meeting at the Sheboygan County Administration Building on October 7, 2021. The motion was seconded by Mr. Lammers and carried unanimously.

Mr. Lammers made a motion to approve mileage and per diem for the PRAE Committee members to attend a tour of the Planning & Conservation Department's facilities and/or projects on October 22, 2021. Supervisor Gruber seconded the motion. Motion carried with no opposition.

Mr. Betry and Supervisor Clarke gave a brief report of their attendance at the Lake Michigan Area Land & Water Conservation Association Fall Business Meeting in Marinette County on October 8, 2021.

Mr. Lammers made a motion to approve the vouchers. Supervisor Clarke seconded the motion and the motion carried with Supervisor Ogea opposing.

Mr. Lammers moved and Supervisor Ogea seconded to adjourn. Motion carried unanimously with adjournment at 4:02 PM.

Next meeting (UW-Extension focus) is scheduled for Tuesday, October 26, 2021. Next meeting (Planning & Conservation and Register of Deeds focus) is scheduled for Tuesday, November 9, 2021.

Prepared by:
Karsen Gosh
Recording Secretary

Approved by:
Keith Abler, Chairperson
(920) 207-9351

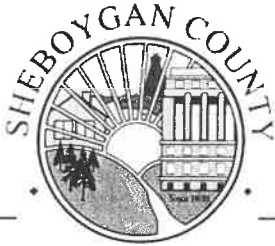
**VARIANCE REPORT FOR DEPARTMENT -- REGISTER OF DEEDS
FOR THE QUARTER ENDING 09/30/2021**

TIMING	G/L CATEGORY	VARIANCE FROM BUDGET	EXPLANATION OF VARIANCE
	Public Charges for Services		
	General Government	244,175.13	Revenue fluctuates due to real estate and encumbrance activity which is based upon the local, state and national economy.
	Personnel Related Expenditure		
x	Wages	12,269.59	Savings from overlap of retiring employee and new hire.
x	Benefits	4,866.00	Savings from overlap of retiring employee and new hire.
	Operating Expenses		
x	Purchased Services	13,885.36	2020-2021 carryover dollars for scanning project import not yet expended.
x	General Operating	3,576.15	Less postage expense, no seminars/lodging dollars expended.
	Interdepartmental Charges		
x	Employee Related Insurance	5,154.17	Carryover savings from overlap of retiring employee and new hire. New employee opted out for insurance.
	Variances Less Than Justification Threshold	1,368.42	
	TOTAL	285,294.82	Positive

**VARIANCE REPORT FOR DEPARTMENT -- COUNTY PLANNING & RESOURCES
FOR THE QUARTER ENDING 09/30/2021**

TIMING	G/L CATEGORY	VARIANCE FROM BUDGET	EXPLANATION OF VARIANCE
	Intergovernmental Revenues		
	Federal Grants	(71,081.54)	Less revenue received for Brownfields grant. Budget neutral.
	State Grants	56,221.01	More revenue for 3 snowmobile bridge grants which were not budgeted for and more revenue for DATCP projects than budgeted, which is budget neutral under Purchased Services.
	Licenses & Permits		
	Other Permits and Fees	43,361.28	More revenue received from sanitary permits, shoreland permits, recreational passes, and household hazardous waste fees.
	Public Charges for Services		
	General Government	(2,808.27)	Less revenue received for rural numbering signs and wages for snowmobile program are being posted in snowmobile BU instead of transferring admin fee revenue to planning BU.
	Conservation and Development	93,019.56	More revenue received for tree sales program which is budget neutral under General Operating.
	Interest and Other Revenue		
	Rent Revenue	1,350.00	Rent revenue received for SL400.
	Other Misc. Revenue	48,711.70	Received revenue back from 2020 Stewardship grant that was cancelled and reimbursement from Village of Kohler for work on the OPRT.
	Interdepartmental Revenue		
	Other Interdept'l Revenue	(2,275.00)	Less revenue received from County Highway Dept for non-metallic mining permits.
	Personnel Related Expenditure		
	Wages	2,726.37	Less expense due to employee reduced hours.

Benefits	2,369.01	Less expense due to employee reduced hours.
Operating Expenses		
Purchased Services	7,482.55	Less expense paid out for consulting and no expense paid out for prairie burn at Gerber Lake yet.
Repairs and Maintenance	13,547.58	Less expense paid out for structural and grounds at the Marsh.
General Operating	(36,137.09)	More expense to purchase trees for tree sale which is budget neutral under Conservation and Development.
Fixed Charges	2,310.04	Less expense for equipment rental for Tree Sales.
Interdepartmental Charges		
Employee Related Insurance	23,157.50	Less expense for health insurance.
Repairs & Maintenance Charges	(95,805.04)	More expense from County Highway Dept for work at boat landings, Marsh, and OPRT. This is primarily related to tree removal at the Marsh which was budgeted in our "Grounds" account as well as bog removal.
Capital Outlay	60,980.85	No expense posted. Will be a carryover request as bid costs came in a minimim of \$35,000 over estimate for the new Marsh Tavern roof.
Variances Less Than Justification Threshold	12,442.05	
TOTAL	159,572.56	Positive



Sheboygan County

VACANT POSITION REQUEST

(To be completed for all vacant positions)

WISCONSIN

Date: 11/9/2021

To: Planning, Resources, Agriculture & Extension Committee Members

From: Aaron Brault

Position Request:

Position: Code Technician

Reason for Vacancy: Relocation

Justification:

I unfortunately learned recently our Code Technician accepted an opportunity to move closer to her family and friends. Her last day with Sheboygan County will be November 12, 2021.

As such, I would like to fill the role as soon as possible.

Staffing Consideration:

Department has considered all alternate options as it relates to overall staff needs? Yes No

Budget Consideration:

Is this position within the Department's annual operation budget? Yes No

If not, please state the amount over budget as well as the proposed source of funds: [Click here to enter text.](#)

Costs:

The annual costs associated with the position (current year's wage & benefit rates):

Wages	Benefits	Total
\$22/hr or \$45,760/yr (2022)	\$18,768	\$64,528

(Note: Costs for health and dental benefits should be net costs, after subtracting revenue from employee contributions.)

County Administrator/Department Head Signature _____ Date: 11/1/21

Human Resources Director Signature _____ Date: 11/01/2021

Liaison Committee Signature _____ Date: _____

Human Resources Committee Signature _____ Date: _____

Form Process:

1. County Administrator/Department Head completes VPR.
2. County Administrator/Department Head refers to Human Resources Director for approval.
3. County Administrator/Department Head presents VPR to Liaison Committee for approval/signature.
4. County Administrator/Department Head forwards VPR to HR for Human Resources Committee approval/signature *(Salaried Positions Only.)*
5. HR begins recruitment process. 01/2021

KOHLER CENTER FOR MARSH EDUCATION RESERVATION AND USE PERMIT

GROUP NAME: _____ PERMIT NO.: _____
CONTACT NAME: _____ PHONE NO.: _____
ADDRESS: _____
EVENT DATE: _____ DAY OF WEEK: _____

The cost for renting shelter space at the Kohler Center for Marsh Education is \$300.00 (\$316.50 w/tax plus \$150 key/cleaning deposit), which includes the multi-purpose room, atrium, and interior bathrooms. The fee/deposit must be paid at the time the reservation is made and is NOT refundable.

TAX EXEMPT NUMBER: _____ TAX: _____
RECEIVED BY: _____ TOTAL: _____
COST: _____

KOHLER CENTER FOR MARSH EDUCATION RULES

- The building is open to the public from 9:00 A.M. to 10:00 P.M. No one is allowed in the building before or after the hours listed without prior approval of the Planning & Conservation Director. Dogs or pets of any kind are not allowed in the building, with the exception of service dogs.
- Within one (1) hour of taking charge of the premises, the person signing below shall notify the County Planning & Conservation Department as to any deficiencies in the condition of the building and building area reserved. In the absence of such notice, any damage to the property shall be the responsibility of the undersigned.
- Before leaving the building and building area, the building or area used must be returned to its original condition, all trash must be picked up and placed in the dumpster provided, tables/chairs returned to storage room, and all building doors closed and locked. The key must be returned to the County Planning & Conservation Department by the date and time specified below.
- The person signing below is personally responsible for the care and preservation of the building and its associated equipment reserved under this permit. Any group or person failing to abide by the regulations will be held responsible for any repairs or cleaning costs and/or forfeiting the key/cleaning deposit.
- This permit is good only for the date listed and cannot be transferred or altered.

THE UNDERSIGNED agrees to be in charge of the event for which this permit is issued and by payment of the fee and accepting the permit, hereby agrees to be responsible for the care and preservation of the property and to abide by the rules set forth above and Chapter 24 of the Sheboygan County Code of Ordinances.

THE UNDERSIGNED understands and agrees that if there is damage to any property or area used, or if such property or area is left in such condition that additional cleaning or other work is necessary to restore it to its original condition, he or she will, within ten (10) days, pay the entire costs of whatever repairs or additional cleaning County deems necessary. Any party violating Chapter 24 of the Sheboygan County Code of Ordinances is subject to penalties for violation.

THE UNDERSIGNED certifies that this contract for the use of the Kohler Center for Marsh Education is for the sole purpose of a private family, club, business, group, or organization gathering; or a public event sponsored by a legally constituted local public service club or organization. Any and all proceeds derived from this event will be used for charitable or public benefit, and that no private party or group of parties shall receive financial benefit of any kind from this event. Private organizations may rent the Kohler Center for Marsh Education provided that no charges are levied for admission, products, or services. Sexually explicit activity is prohibited.

THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS HEREIN SPECIFIED AND ATTESTS TO THE ACCURACY OF THE INFORMATION GIVEN, ON WHICH INFORMATION THIS DATE HAS BEEN SET, THE FEE ASSIGNED, AND THE CONTRACT PLACED IN FORCE.

(Signature of Person in Charge) DATE: _____

DEPOSIT

A deposit of \$150.00 must be paid in cash at the time the key is picked up. The deposit will be refunded upon notification that the park area used was left in good order. Keys can be picked up no sooner than the last business day prior to the event, and must be returned on the first business day following the event between the hours of 8:00 A.M. and 4:00 P.M. Specific dates are listed below.

PICK UP DATE: _____ RETURN DATE: _____ (After Noon)
DEPOSIT PAID: _____ RECEIVED BY: _____
DEPOSITE REFUNDED: _____ TO: _____ DATE: _____
(Signature of Person Returning Key)

**KOHLER CENTER FOR MARSH EDUCATION
RESERVATION AND USE PERMIT**

GROUP NAME: _____ PERMIT NO.: _____
CONTACT NAME: _____ PHONE NO.: _____
ADDRESS: _____
EVENT DATE: _____ DAY OF WEEK: _____

The cost for renting shelter space at the Kohler Center for Marsh Education is \$300.00 (\$316.50 w/tax plus \$150 key/cleaning deposit), which includes the multi-purpose room, atrium, and interior bathrooms. The fee/deposit must be paid at the time the reservation is made and is NOT refundable.

COST: _____

TAX EXEMPT NUMBER: _____ TAX: _____

RECEIVED BY: _____ TOTAL: _____

PARK MANAGER REPORT

Deficiencies in reserved area of the premises reported by renter:

The Building/Area was left in good order – Full Key Deposit should be returned. _____

The Building/Area was NOT in good order – Full Key Deposit should NOT be returned. _____

ADDITIONAL CHARGES

Extra Cleaning Time: _____ Hours @ \$ _____ per hour = \$ _____

Special Services: _____ \$ _____

Damages: _____ \$ _____

Other Additional Charges: _____ \$ _____

TOTAL DUE \$ _____

(Signature of Park Manager)

DEPOSIT

A deposit of \$150.00 must be paid in cash at the time the key is picked up. The deposit will be refunded upon notification that the park area used was left in good order. Keys can be picked up no sooner than the last business day prior to the event, and must be returned on the first business day following the event between the hours of 8:00 A.M. and 4:00 P.M. Specific dates are listed below.

PICK UP DATE: _____ RETURN DATE: _____ (After Noon)

DEPOSIT PAID: _____ RECEIVED BY: _____

DEPOSITE REFUNDED: _____ TO: _____ DATE: _____
(Signature of Person Returning Key)

**BROUGHTON SHEBOYGAN COUNTY MARSH PARK
RESTAURANT AND CAMPGROUND LEASE AND CONCESSION AGREEMENT**

THIS AGREEMENT is entered into by and between **SHEBOYGAN COUNTY**, by the Planning, Resources, Agriculture, and Extension Committee of the Sheboygan County Board of Supervisors, a Wisconsin government body corporate, (hereinafter called **LANDLORD**), of 508 New York Avenue, Sheboygan, WI 53081, and **3 GUYS AND A GRILL, LLC**, a Wisconsin limited liability company, (hereinafter called **TENANT**), of W7039 County Road "SR," Elkhart Lake, WI 53020.

PRELIMINARY RECITALS

LANDLORD is the owner of the **BROUGHTON SHEBOYGAN COUNTY MARSH PARK AND WILDLIFE AREA** (hereinafter called the **PARK**). The **PARK** is approximately 7,454 acres in size, of which approximately 7,417 acres is undeveloped or underdeveloped wetland (hereinafter called the **MARSH**) and which is used by residents and visitors of Sheboygan County for hunting, fishing, boating, and other recreational and conservation purposes. In order to support and assist users **LANDLORD** has developed the remaining thirty-seven and three-tenths (37.3) acres by constructing a restaurant facility known as the **MARSH LODGE** (hereinafter called the **RESTAURANT**), a structure known as **BROUGHTON LODGE** which has been converted to a temporary storage facility, and an adjacent **CAMPGROUND**.

LANDLORD believes that it is in the public interest that the developed facilities be leased to and administered and operated by a private sector tenant with proven credentials in restaurant and campground management. **TENANT** is desirous of obtaining a long-term lease to the developed area and to have the concession to operate the **RESTAURANT** and **CAMPGROUND**.

AGREEMENT

In consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, the parties agree as follows:

**ARTICLE I
GRANT AND DESCRIPTION OF PREMISES**

LANDLORD does hereby lease to **TENANT** and **TENANT** does hereby accept from **LANDLORD** the approximately thirty-seven and three tenths- (37.3-) acre developed parcel within the **PARK** (hereinafter called the **LEASEHOLD**) as set forth on the attached **Exhibit A**, together with the exclusive concession to administer the **RESTAURANT** and **CAMPGROUND** within the **LEASEHOLD**, all in the Town of Russell, Sheboygan County, Wisconsin. By accepting possession of the **LEASEHOLD**, including the **RESTAURANT** and **CAMPGROUND** at any time hereafter, **TENANT** shall thereby be deemed to have accepted the same and to have acknowledged that the **LEASEHOLD**, including the **RESTAURANT** and **CAMPGROUND** are in the condition required by this Agreement.

TENANT recognizes that the **PARK** entrance roads (County Roads SR and NR) are used for ingress and egress to the **RESTAURANT** and **CAMPGROUND** and **TENANT's** use in common with **LANDLORD** and other users of the **PARK**, along with parking and other common areas, all as may from time to time exist in the **PARK**.

ARTICLE II
TERM

The term of this Agreement shall commence on January 1, 2022, and shall expire on December 31, 2024, both dates being exclusive. The term of this Agreement is subject to the option to renew set forth in **ARTICLE XXI**, below. Through the execution of this Agreement, the parties agree that effective January 1, 2022, neither party has any further rights, obligations, or claims remaining from any prior Agreements of the parties.

ARTICLE III
RENTAL

A. Base Rent. **TENANT** hereby covenants and agrees to pay to **LANDLORD**, in care of the County Planning & Conservation Department, without previous demand, at its post office address of 508 New York Avenue, Sheboygan, WI 53081, or such other address as **LANDLORD** may from time to time designate in writing, annual rent in the amount of Twenty-six Thousand Dollars (\$26,000.00) payable in monthly installments on the first day of each calendar month as follows:

Jan.	\$500	Apr.	\$1,000	July	\$4,000	Oct.	\$3500
Feb.	\$500	May	\$3,000	Aug.	\$4,000	Nov.	\$500
Mar.	\$1,000	June	\$3,500	Sept.	\$4,000	Dec.	\$500

B. Individual Campsite Rent. In addition to the base rent, **TENANT** shall pay to **LANDLORD** monthly, in arrears, Three and 50/100 Dollars (\$3.50) per day per campsite that is rented. If rates are raised for site rentals, this figure shall increase by Fifty Cents (\$0.50) per occurrence.

C. Security Deposit. A security deposit is required as part of this Agreement. That security shall be in the form of the property referred to as **LANDLORD's** former property in **Article VI.A**. **TENANT** may not remove such property from the **RESTAURANT** during the pendency of this Agreement, and such property may be used by **LANDLORD** to be applied to any liability of **TENANT** as a result of the failure of **TENANT** to operate the **RESTAURANT** as required under **Article V.A**.

ARTICLE IV
PAYMENT OF RENTALS

Time is of the essence as to rental payments. Rent payment installments more than ten (10) days overdue may, at the option of **LANDLORD**, be subject to a late charge of eighteen percent (18%) per annum. Acceptance of late payments or late payments and late charges shall not be construed to be a waiver of the timely requirement for such payment as to any succeeding payments.

ARTICLE V
USE OF PREMISES AND DUTIES OF TENANT

A. TENANT's Use. A requirement of this Agreement is that **TENANT** shall use the **RESTAURANT** and **CAMPGROUND** portion of the **LEASEHOLD** to operate a **RESTAURANT** and **CAMPGROUND** for the benefit and use of campers, users of the **MARSH**, and for the public at large. **TENANT** may use the **RESTAURANT** for ancillary purposes as long as it does not interfere with the principal use. **TENANT** may use the remainder of the Leasehold for other purposes as long as it does not interfere with the restaurant and campground operations and it does not interfere with the enjoyment of the **MARSH** by the public at large, with the written consent of **LANDLORD**, which consent will not be unreasonably withheld. Failure of **TENANT** to operate a **RESTAURANT** in the **MARSH LODGE** restaurant building or to operate a **CAMPGROUND** using approximately fifty (50) developed and numbered campsites provided for hereunder shall constitute a breach of the terms of this Agreement.

B. Hours. **TENANT** shall conduct its customary restaurant business activities throughout business hours and days as **TENANT** determines but **TENANT** shall consult from time to time with **LANDLORD** as to the appropriateness of **TENANT's** hours. **TENANT** shall inform **LANDLORD** of **TENANT's** regular restaurant business hours and any anticipated changes so that **LANDLORD** may post the same on **LANDLORD's** website. **TENANT** shall conduct its customary campground business activities at hours of **TENANT's** determination, subject to the provisions set forth hereafter. Campground "quiet hours" shall be from 11:00 p.m. to 6:00 a.m.

C. Signs and Plaques. **TENANT** shall not place on any exterior door, wall, or window of the **RESTAURANT** any sign or advertising matter without first obtaining **LANDLORD's** written approval and consent which consent will not be unreasonably withheld. **TENANT** agrees to maintain such sign or advertising matter as approved by **LANDLORD** in good condition and repair. **TENANT** agrees to permit the Sheboygan County Conservation Association to place signs and plaques on the interior west wall south of the main entrance of the **RESTAURANT**. **LANDLORD** shall be responsible for any sign replacement and maintenance at the **PARK** entrance to the **LEASEHOLD**, except that **TENANT** shall supply and be responsible for any placard or advertising thereon relating to **TENANT's** concessions. Any sign **TENANT** provides to **LANDLORD** for placement outside of the **LEASEHOLD** at the **PARK** which **LANDLORD** agrees to and which specifically promotes **TENANT's** business shall be **TENANT's** responsibility.

D. Operations and Condition of RESTAURANT and CAMPGROUND. **TENANT** shall maintain the **RESTAURANT** and **CAMPGROUND** in good operating condition.

1. **TENANT** shall, at **TENANT's** sole expense, keep the **RESTAURANT** interiors, together with the interior of the **BROUGHTON LODGE** and any other building within the **LEASEHOLD** occupied by **TENANT**, including the immediately surrounding areas, clean and free of debris, rubbish, and/or garbage. **TENANT** shall, at **TENANT's** sole expense, replace all consumables within the buildings. Certain light fixtures in the interior of Broughton Lodge require specialized replacement bulbs. **LANDLORD** shall provide **TENANT** with

written instructions and specifications for obtaining and installing such replacement bulbs at **TENANT's** expense, or if agreed by **LANDLORD**, **LANDLORD** may obtain and install replacement light bulbs and charge **TENANT** for the expenses incurred thereby. Nothing precludes **LANDLORD** from electing to install new, more economical, and efficient lighting fixtures to eliminate the need for specialized bulbs. If the **RESTAURANT** or other such building needs cleaning and **TENANT** does not do so within two (2) days after notice thereof, **LANDLORD** may order the work done and may charge **TENANT** the cost thereof plus fifteen percent (15%) for administration.

2. **TENANT** shall permit no act or practice which may tend to injure any building occupied by **TENANT** or the **LEASEHOLD** or permit its equipment to be a nuisance to other **PARK** users, nor keep merchandise on or obstruct common areas outside the **LEASEHOLD** and in the **PARK** or **MARSH**. **TENANT** shall not change any exterior improvements of the **RESTAURANT** which have been provided by **LANDLORD** or approved by **LANDLORD** without the prior written approval of **LANDLORD** nor install any permanent exterior lighting nor permit any permanent outside the **RESTAURANT** without the written consent of **LANDLORD**, either of which will not be unreasonably withheld.

3. **TENANT** shall be responsible for all snow removal for the main parking lot which also serves the **BROUGHTON LODGE**. **LANDLORD** shall be responsible for parking lot maintenance, including crack filling and seal coating.

4. Inasmuch as **LANDLORD** is a public entity, it is important that the general public have a positive image with regard to the business operations being conducted by **TENANT**. To that end, **TENANT** agrees that **TENANT's** dealings with third parties will be conducted in such a manner as to maintain a good image for the operation of the **PARK RESTAURANT**, and **CAMPGROUND** and related operations. **TENANT** agrees to make prompt payment of bills, to give fair treatment to vendors, and courteous and conscientious attention to the needs of **PARK** users and **TENANT's** customers. **TENANT** also agrees not to have adult entertainment on the premises.

5. **TENANT** shall, at **TENANT's** sole expense, keep and maintain the **LEASEHOLD** premises including the **CAMPGROUND**, **BROUGHTON LODGE**, and the immediately surrounding areas clean and free of debris, rubbish, and/or garbage. Upon two (2) days' written notice by **LANDLORD** specifying the location and nature of a failure to maintain the **LEASEHOLD** premises, if **TENANT** fails to correct a maintenance deficiency, **LANDLORD** may correct the deficiency and may charge **TENANT** the actual costs thereof, plus fifteen percent (15%) for administration. The maintenance shall meet the following minimum performance standards:

(a) Mowing grass as frequently as needed within the entire **LEASEHOLD**, except around the Tower and certain areas of the disc golf course, as well as the small Sexton parcel northeast of the **PARK** entrance. (Specific areas to be mowed will be identified in advance by **LANDLORD**.) **TENANT** may dispose of yard waste, organic material

outside of the **LEASEHOLD** on **LANDLORD's MARSH** land provided that such disposal is in compliance with any applicable environmental regulations and provided there is no disposal of solid waste.

(b) Trimming or chemically treating vegetation as needed around all signposts, pedestals, benches, playground equipment, piers, fishing platforms, and other structures in the **LEASEHOLD** and as may be adjacent in the **PARK**, plus trimming or spraying weeds within the waterfront rock riprap in the **LEASEHOLD** and as may be adjacent in the **PARK**.

(c) Pruning and trimming trees and shrubs as needed and properly disposing of residues.

(d) Maintaining all trash/garbage containers and dumpsters, and transporting all trash/garbage from the **LEASEHOLD** to the central dumpsters provided by **TENANT** at **TENANT's** expense NOT LESS THAN WEEKLY for pick-up.

(e) Picking up all litter, trash, and branches/windfalls within the **LEASEHOLD**.

(f) Cleaning and scouring all water fountain fixtures on an as-needed basis.

(g) Cleaning the surfaces of all picnic tables and benches as well as the shelter interior within the **LEASEHOLD**.

(h) Promptly reporting all needs or problems to **LANDLORD**, c/o Planning & Conservation Department (1-800-924-0700 or 920-459-3060) and observed violations of law, disturbances, or other emergencies to the Sheboygan County Sheriff's Department (920-459-3111 or "911").

(i) **TENANT** shall not store any supplies (i.e. metal, piping, barrels, wood, bins, tanks, tarps, hoses, etc.) in areas visible to visitors unless it is used strictly for the **RESTAURANT** or maintaining the **LEASEHOLD**.

6. Should **TENANT** sponsor any special events or activities which contemplate use of the **MARSH** beyond the **LEASEHOLD** premises, **TENANT** shall notify **LANDLORD** in writing within thirty (30) days of the event and shall be required to obtain **LANDLORD's** written approval which will not be withheld unless **LANDLORD** determines that activity would unreasonably interfere with use of the **MARSH** by other members of the public or which would be detrimental to the ecosystem of the **MARSH**. **TENANT's** annual Winter Festival, to include such activities as fireworks, scavenger hunts for children, snowmobile races, and other such events, if the activities of the Winter Festival event generally remain the same, is approved.

7. **TENANT** shall allow to be shown in the **RESTAURANT** during **TENANT**'s regular working hours, a video camera feed on television or similar viewer, provided by **LANDLORD** and maintained by **LANDLORD** of the Tower.

8. **TENANT** shall be responsible for the maintenance and the administration of the approximately fifty (50) developed and numbered campsites and the one (1) privy structure that is being furnished to **TENANT** at the commencement of this Agreement together with the electrical and water connections thereto, campfire rings and fire pits, charcoal grills, picnic shelter, wood picnic tables with steel frames, park benches, and the recreational vehicle (RV) waste dump station. Maintenance and duties shall include regular checking and emptying of fire pits, maintenance of water supply piping, maintenance and replacement of tables and benches, and collection of trash from individual campsites.

9. **TENANT** may annually establish campground and rental rates which are reasonable and fair subject to approval by **LANDLORD**, which approval will not be unreasonably withheld.

10. **TENANT** shall not allow any permanent camping unless otherwise approved by **LANDLORD** in writing.

11. The water lines to the **CAMPGROUND** will be opened by **LANDLORD** on May 1 of each year and closed on October 1 of each year. If **TENANT** wishes to open the water lines earlier than May 1 or keep them open later than October 1, it may do so, but **TENANT** shall bear the expense of any damage to the water lines attributable to water line freeze as a result thereof. **TENANT** may offer "winter" camping without water to prospective campers. **TENANT** shall inform **LANDLORD** of **TENANT**'s campground season dates so that **LANDLORD** may post the same on **LANDLORD**'s website.

12. **TENANT** shall cooperate and assist **LANDLORD** in the administration and enforcement of the **CAMPGROUND** regulations set forth in Sections 24.05 and 24.06 of the County Code.

13. **TENANT** shall operate the **CAMPGROUND** in a manner consistent with **CAMPGROUND** regulations found in Sections 24.05 and 24.06 of the County Code and specifically the following provisions thereof:

(a) Camping shall be allowed only at designated campsites and overflow areas as approved by the Sheboygan County Health and Human Services Department in the campgrounds at the Leasehold and only for persons who have registered with the **TENANT** in a manner approved by the **LANDLORD**.

(b) No person shall camp and no camping unit shall remain in a campground for a period in excess of fourteen (14)

nights in succession unless **TENANT** obtains permission from **LANDLORD**. Thereafter, the camping unit must be removed from the property for at least one night before the camping party is eligible to return.

(c) Except as may be approved by the **TENANT** or the **LANDLORD** and consistent with the requirements of the Sheboygan County Health and Human Services Department, it is unlawful for more than one camping party to occupy a single campsite.

(d) Campsite occupancy will be restricted to only independent camping units. Not more than one recreational trailer, motor home, or pick-up camper may occupy a campsite.

(e) No registered camping party shall move from its assigned campsite to another campsite in a designated campground without prior approval of the **TENANT**.

(f) No camping party shall set up or take down its camping unit between the hours of 10:00 p.m. and the following 6:00 a.m. except with authorization of the **TENANT** or in case of an emergency.

(g) No person may park any motor vehicle outside the parking area designated at each campsite. No person may park more than 2 motor vehicles, except that as many as 5 motorcycles or 3 motorcycles and 1 car or truck are permitted in the parking area of any campsite.

(h) The violation of any law or county ordinance by any member of a camping party shall constitute cause for revocation of the camping permit for the campsite in question.

(i) With the exception of registered campers, no person shall be allowed in the campground areas above designated between the "quiet hours" of 11:00 p.m. and the following 6:00 a.m. except in case of an emergency.

14. **TENANT** shall, as minimal campground registration requirements, obtain from campers the registering camper's name and address, number of persons being registered, date(s) of stay, and license plate number of all vehicles at the campsite. **TENANT** shall provide to **LANDLORD** from time to time as may be requested by **LANDLORD**, statistical data reflecting the usership of the **CAMPGROUND**, the **RESTAURANT**, and the **PARK**.

15. Camping parties shall be limited to no more than six (6) campers to an individual campsite unless all are members of an individual family -- "individual family" meaning the principal campsite occupant and persons related

to that person as spouse, child, parent, grandparent sibling, or grandchild, or the spouse's child, parent, grandparent, sibling, or grandchild].

16. **TENANT** shall not allow the storage of campers or other private vehicles on the **LEASEHOLD** unless otherwise approved by **LANDLORD**.

E. Sole Operational Responsibility of TENANT. Subject to the specific provisions outlined herein and subject to the provisions of Sections 24.05 and 24.06 of the County Code, **TENANT** shall be responsible for operations as follows:

1. **TENANT** shall be solely responsible for selection and choice of menu and method of cooking.

2. **TENANT** shall be solely responsible for the purchase of all food, drink, and supplies related to the **RESTAURANT**.

3. **TENANT** shall be solely responsible for its marketing and advertising of its **RESTAURANT** and **CAMPGROUND** business subject to content review by **LANDLORD** which will not be unreasonably denied.

4. **TENANT** shall be fully responsible for the provision of small wares associated with the **RESTAURANT**, including but not limited to, china, glassware, flatware, pots, pans, mixing bowls, cooking utensils, general tableware, ashtrays, coasters, paper goods, linen, tables, chairs, and the like.

5. **TENANT** shall, at its sole expense, provide an adequate staff trained in food handling and in courteous, efficient, and sanitary service to patrons of the **RESTAURANT**.

6. **TENANT** shall be solely responsible for determining the time and manner of performing interior maintenance and clean-up work and exterior work as required under **Article VII**.

7. **TENANT** shall, at its option, provide an adequate staff to handle **CAMPGROUND** duties and maintenance.

8. **TENANT** shall be solely responsible for taking **CAMPGROUND** reservations, assigning campsites, and collecting fees for the campsites and related rentals and sales. **TENANT** shall provide **LANDLORD** with statistical data as requested regarding campground occupancy information. **TENANT** is encouraged, but not required, to give preference to Sheboygan County residents in campground reservations, if feasible.

F. Licenses. **TENANT** shall obtain and maintain all licenses and permits necessary for the operation of the **RESTAURANT** and **CAMPGROUND** including any private onsite waste treatment permits. **TENANT** shall be responsible for the payment of any licensing and permit charges and fees. The malt beverage and liquor licenses run and belong to **LANDLORD** and with the **RESTAURANT**, and upon the expiration of this Agreement or termination upon default of either party, **TENANT** shall assign or transfer

said licenses as directed by **LANDLORD**. **TENANT**, as part consideration hereof, does covenant and bind itself, its heirs, successors, personal representatives, and assigns not to interfere nor in any way prevent **LANDLORD** from securing any licenses necessary to operate the **RESTAURANT** as a tavern; it being mutually understood and agreed that **TENANT** claims no vested rights or interest in such licenses. In the event the term of this Agreement is terminated for any lawful reason, the license privileges shall be surrendered to **LANDLORD** to enable **LANDLORD** to make application for new licenses, hereby authorizing and constituting **LANDLORD**, its successors, or assigns as its irrevocable attorney-in-fact for the purpose of surrendering any licenses and license privileges it may have at the time of such termination. **TENANT** further promises and agrees for itself, its heirs, successors, and assigns not to apply nor cause any transfer of such licenses to be made from the **RESTAURANT** herein leased without the written consent of **LANDLORD**.

Pursuant to **Article VII**, it is a breach of this Agreement if any licensing entity for any reason does not issue or is unable to issue or revokes any of the above licenses to **TENANT**.

G. Utilities. **TENANT** shall pay for all gas (including LP gas), electricity, water, telephone, water softener salt, garbage and dumpster pick-up and removal expenses, and any other utilities, both temporary and permanent, relating to **TENANT**'s use of the **RESTAURANT**, **CAMPGROUND** and **LEASEHOLD** and shall pay the pumping fees for holding tanks and facilities which service the **RESTAURANT** and the **BROUGHTON LODGE**. **LANDLORD** shall pay for any water, well, and pump maintenance. **TENANT** shall be responsible for contracting and paying the pumping fees for the **CAMPGROUND** holding tanks and facilities which service the **CAMPGROUND**, including the RV sanitary dumping station. **LANDLORD** shall pay all utilities for the multipurpose building outlined in Subparagraph **M**, below.

H. Taxes. **LANDLORD** is a tax-exempt government body corporate. However, should any taxes of whatever nature come due as a consequence of **TENANT**'s business, property, or rental status with respect to the **LEASEHOLD**, they shall be the responsibility of **TENANT** and shall be timely paid. **TENANT** shall be responsible for any personal property taxes, sales taxes, and income taxes attributable to its operations.

I. Financial Statements. To ensure that **TENANT** is utilizing prudent business practices and in light of the fact that **TENANT**'s financial success is a benefit to **LANDLORD**, **TENANT** shall furnish **LANDLORD**, if requested, within ninety (90) days after the end of each fiscal year of **TENANT**, with an income statement for such year and a balance sheet as of the end of such year. All statements are to be prepared in accordance with generally accepted accounting principles applied on a basis consistent with the accounting practices of **TENANT** reflected in the financial statements for the preceding fiscal year. Should **LANDLORD** have questions about any of the financial statements provided, **TENANT** shall sign a release form allowing **LANDLORD** to discuss **TENANT**'s financial circumstances with **TENANT**'s accountant and bankers.

J. Inspection. **LANDLORD** reserves the right to inspect the **LEASEHOLD** including the **RESTAURANT** and **CAMPGROUND** and **TENANT**'s operations on it at

any and all reasonable times throughout the term of this Agreement; provided, however, that it shall not interfere unduly with **TENANT's** operations. The right of inspection reserved to **LANDLORD** shall impose no obligations upon **LANDLORD** to make such inspections or to ascertain the condition of the **RESTAURANT** and **CAMPGROUND** and shall impose no liability upon **LANDLORD** for failure to make such inspections.

K. 24-Hour Accessibility. **TENANT** shall arrange, in a manner jointly acceptable to **TENANT** and **LANDLORD** a mechanism whereby **TENANT** shall have someone "on-call" to campers on a 24-hour basis to respond to non-emergency needs of the campers.

L. Special Provision for BROUGHTON LODGE. At some point during the term of this Agreement, **TENANT** may elect to no longer use the **BROUGHTON LODGE** for any purpose. In that event, **TENANT** shall be relieved of any further maintenance and repair responsibility for the **BROUGHTON LODGE**, and the Outdoor Skill Center obligations with respect to the **BROUGHTON LODGE** will terminate. If **LANDLORD** determines that the **BROUGHTON LODGE** should be demolished, the parties shall mutually negotiate terms upon which the demolition will be undertaken. The expense of demolition shall be borne by **LANDLORD**. In the event **BROUGHTON LODGE** is removed from the **LEASEHOLD**, **LANDLORD** shall construct a new storage and shop facility to house the necessary equipment and tools to properly operate the **LEASEHOLD**.

M. Multipurpose Building. **LANDLORD** has constructed a new multipurpose building on the **LEASEHOLD**. Upon the opening of the showers in the multipurpose building, the showers in **BROUGHTON LODGE** shall be closed, and **TENANT** will assume cleaning and maintenance of the shower facilities in the multipurpose building. The parties agree that **LANDLORD** shall be responsible for the daily and long-term maintenance (including utilities) of the multipurpose building unless **TENANT** generates necessary clean-up work for an event or function. **LANDLORD** shall be responsible for taking reservations for the multipurpose building.

N. Third-party Use. Notwithstanding the exclusive rights provided herein for **TENANT** to have the restaurant concession for the **LEASEHOLD**, there may be times when third-party non-profits or others may wish to use the **LEASEHOLD** for specific fundraising events or temporary concession activities. If such third-party groups obtain advance written approval from **LANDLORD**, such third-parties may use the area at the north parking lot adjacent to the Tower for such purposes. Under such circumstances, the third-party groups shall coordinate the use thereof with **TENANT** in advance and, at **TENANT's** discretion, **TENANT** may require such groups to pay a reasonable, refundable deposit to insure that the premises are properly restored and cleaned up after the event has been completed. **TENANT** may offer the remainder of the **LEASEHOLD** for similar use by third-party groups upon such terms and conditions as it may choose, provided such terms and conditions do not limit the Outdoor Skills Center as set forth above or become a permanent concession contrary to the non-assignment provisions of **Article XX**. **TENANT** understands and agrees that the Sheboygan County YMCA will have the right to use the multipurpose building and that **LANDLORD** may allow other third-party use of said building.

ARTICLE VI
PERSONAL PROPERTY

A. Landlord's Former Property. The personal property formerly belonging to **LANDLORD** as outlined in the personal property listing referred to in **ARTICLE VI.A** of the parties' prior Agreement or such items which remain from the list is the sole property of **TENANT**. **TENANT** shall, at **TENANT's** sole expense, replace and repair the items as necessary to operate the **RESTAURANT**. **TENANT** shall be responsible for replacing and adding such other items of personal property as are necessary to operate the **RESTAURANT**.

B. LANDLORD's Personal Property to be Maintained by TENANT. The following improvements located on the **LEASEHOLD** are to remain the property of **LANDLORD**. **TENANT** shall, at **TENANT's** sole expense, replace and repair the items as necessary to operate the **RESTAURANT**. **TENANT** shall be responsible for replacing and adding such other items of personal property as are necessary to operate the **RESTAURANT**. This property shall be returned to **LANDLORD** at the conclusion of this Agreement in the same condition as it was received, ordinary wear and tear excepted.

1. Built-in refrigerator systems, including walk-in and back bar coolers and walk-in freezers;
2. Heating, ventilating, and air conditioning equipment;
3. Dishwasher;
4. Fire-suppression equipment;
5. Water softening equipment;
6. Park benches, picnic tables and chairs;
7. Fire rings and fire pits;
8. One (1) privy structure (**TENANT** shall be responsible for pumping only);
9. Recreational vehicle (RV) waste dump station (**TENANT** shall be responsible for pumping only);
10. Kiosk sign outside **RESTAURANT** structure.

C. LANDLORD's Personal Property to be Maintained by LANDLORD. The following improvements located on the **LEASEHOLD** are to remain the property of **LANDLORD** and are to be maintained, repaired, and replaced as necessary by **LANDLORD** during the term of this Agreement:

1. Marsh Lodge structure (**RESTAURANT**);
2. Permanently-affixed plumbing and electrical fixtures and equipment, including draft/flume system;
3. Permanently-mounted stainless steel preparation table, counters, and sinks;
4. **BROUGHTON LODGE** structure;
5. Playground equipment;
6. Picnic shelter structure (pavilion);
7. Approximately fifty (50) developed and numbered campsites;
8. Charcoal grills;

9. *RESERVED*;
10. Parking area behind **RESTAURANT** structure;
11. Well house;
12. County Roads "SR" and "NR" including all turnarounds and parking areas adjacent thereto except as otherwise noted. This includes repairing, patrolling, and snowplowing as necessary.
13. Bridge/fish trap area at southern end of **LEASEHOLD**;
14. Fishing piers;
15. Fences and walls within **LEASEHOLD** and denominating **PARK** boundaries;
16. Porta-potty facilities for Outdoor Skills Center trailer;
17. Flagpole and associated flag(s);
18. Boat launch;
19. Tower and surrounding landscaping;
20. Camera/viewing equipment for Tower (subject to requirement that **TENANT** provide location in **RESTAURANT** for Tower camera viewing);
21. Dam footbridge;
22. Cattail removal equipment;
23. Easement for gas company line;
24. All outdoor lighting and light poles, except as attached to structures;
25. Park entrance sign structures, except that **TENANT** shall be responsible for its own advertising thereon pursuant to **ARTICLE V.C**;
26. Disc golf course;
27. Foot golf course.

D. Level of Maintenance. Except as otherwise noted, during the term of this Agreement, **LANDLORD** shall be solely responsible for all repairs and replacements to the interior and exterior of **LANDLORD's** property including repairs or replacement to the roof, structural repairs, plumbing and electrical system repairs and replacement, and exterior and interior trim and painting as may be necessary to operate the concessions as required herein and to return the improvements to **LANDLORD** at the conclusion of this Agreement in the same condition as received, ordinary wear and tear excepted.

E. TENANT's Inspection. If in the course of its day-to-day operations **TENANT** observes a condition or problem with respect to the personal property to be maintained by **LANDLORD**, **TENANT** is encouraged but not required to report such condition to **LANDLORD** c/o Planning & Conservation Department (1-800-924-0700 or 920-459-3060).

ARTICLE VII **LANDLORD'S DUTIES**

A. Liaison. **LANDLORD** shall serve as liaison to **TENANT**, Conservation groups, the YMCA, **PARK** visitors, and members of the public.

B. Promotion of MARSH. **LANDLORD** shall promote the **MARSH** and **TENANT's** operations by postings on its web site.

ARTICLE VIII
ALTERATIONS AND IMPROVEMENTS

TENANT may at any time during the term, at **TENANT's** sole expense, make any alterations or improvements in or on the **LEASEHOLD** including the **RESTAURANT** or **CAMPGROUND** which **TENANT** may deem necessary or desirable for its purposes but only upon the advance written consent of **LANDLORD**, which consent shall not be unreasonably withheld. Any alterations or improvements made to any building shall be made in such manner so as not to weaken the structure of the building. **TENANT** shall be solely responsible for determining whether any prevailing wage laws would be applicable to such alterations and improvements and shall be solely responsible for adhering to such requests. If **TENANT** desires to encumber any **LEASEHOLD** improvement, it may do so upon written consent of **LANDLORD**. Title to any such alterations or improvements shall immediately pass to and shall be surrendered to **LANDLORD** at the expiration or termination of this **AGREEMENT** to the extent that they become fixtures to the **LANDLORD'S** personal property as set forth in **ARTICLE VI.B**.

ARTICLE IX
ADDITIONAL FINANCIAL PROVISIONS

A. Bad Check Responsibility. Checks issued by customers to **TENANT** which are subsequently dishonored by the customer's bank shall be the sole responsibility of **TENANT**, and **LANDLORD** shall not be liable to reimburse **TENANT** for losses caused by bad checks, but such amounts shall not be included in gross revenues.

B. Business Interruption. **LANDLORD** shall not be liable for damages to **TENANT's** business resulting from fire, accident, strike, riot, Act of God, or the making of necessary improvements or repairs, including draining down the **MARSH**.

C. Expenditure Requests to LANDLORD. In recognition of the annual budgeting process that **LANDLORD** is required by law to follow, **TENANT** agrees to submit to **LANDLORD** on or before June 1 of each year all foreseeable requests for capital improvements, projects and expenditures, and any other budget expenditures that **TENANT** requests **LANDLORD** make.

ARTICLE X
BANKRUPTCY

Neither this Agreement nor any interest therein nor any estate created hereby shall pass to any trustee or receiver in bankruptcy nor to any other receiver or assignee for the benefit of creditors or otherwise by operation of law. As to any additional loss of rent, **LANDLORD** shall be entitled to file a claim as unsecured creditor.

ARTICLE XI
DEFAULT AND RE-ENTRY

A. Termination for Cause. Either party may terminate this Agreement at any time for cause by providing at least thirty (30) days' advance written notice to the other party.

B. Definition of Cause.

1. Failure to pay rent within ten (10) days after written notice of delinquency has been given to **TENANT**.

2. A default in any other requirement or obligation set forth in this Agreement, which default shall remain for fifteen (15) days after written notice of the default has been given to the defaulting party.

3. Breach of any obligation or duty required by law, including maintenance of all required licenses and permits, provided that written notice of the breach has been given to **TENANT** and **TENANT** has been provided with at least fifteen (15) days to cure, except for criminal conduct covered by the following Paragraph.

C. Immediate Termination. Notwithstanding the other terms of this Agreement, **LANDLORD** may immediately terminate this Agreement without advance notice if **TENANT** has committed criminal activity in the performance of its obligations under this Agreement, including but not limited to sale or possession of controlled substances or theft of County property.

D. Surrender. **TENANT** agrees to quit and deliver possession of the **LEASEHOLD** to **LANDLORD** or **LANDLORD**'s assigns, successors, or agents when this Agreement terminates by limitation or forfeiture or for any other reason or upon expiration, and **TENANT** agrees that as otherwise noted, all personal property of **LANDLORD** as listed shall be in substantially the same order and in as good condition as received, normal wear and use and normal damages by the elements excepted.

E. Remedies. In case of default of **TENANT**, **LANDLORD** may relet the **LEASEHOLD** including the **RESTAURANT** and **CAMPGROUND** as the agent for and in the name of **TENANT** at any reasonable rental readily acceptable, applying the proceeds first to the payment of such rent as the same becomes due and toward the fulfillment of the other covenants and agreements of **TENANT** herein contained, and the balance, if any, shall be paid to **TENANT**. **TENANT** hereby agrees that if **LANDLORD** shall recover or take possession of the **LEASEHOLD** including the **RESTAURANT** and **CAMPGROUND** as aforesaid and be unable to relet and rent the same so as to realize a sum equal to the rent hereby reserved, **TENANT** shall pay to **LANDLORD** any loss or difference of rent for the residue of the term.

1. **LANDLORD** shall have the right to re-enter the **LEASEHOLD** to assume and take possession of the whole or any part thereof and to remove all persons or personal property by judicial decree or with consent of **TENANT**

without being deemed guilty of trespass or other actionable wrong by reason thereof, and without being liable for the damages therefor or in connection therewith and after demand is made therefor. **TENANT** or any party in possession claiming under **TENANT** shall be deemed guilty of unlawful detainer and subject to any summary or other action as may be provided by law;

2. In any and every event, **LANDLORD** shall not be deemed to have accepted any surrender of the **LEASEHOLD** from **TENANT** or anyone acting on **TENANT**'s behalf unless **LANDLORD** by an agreement in writing shall declare explicitly that it intends thereby to effect acceptance of the surrender and to release **TENANT** from liability;

3. These remedies, in the event of default on the part of **TENANT**, are in addition to and not in lieu of any other remedies of relief available to **LANDLORD** under the laws of the State of Wisconsin.

ARTICLE XII **INSURANCE AND COVENANT TO HOLD HARMLESS**

A. Minimum Insurance Provision. **LANDLORD** agrees to provide and maintain fire and extended coverage insurance upon all buildings insuring the parties hereto as their interests may appear against loss by fire and extended coverage as is done for similarly owned property by **LANDLORD**. **LANDLORD** shall submit a charge to **TENANT** on an annual basis for the insurance and **TENANT** shall pay the cost thereof within ten (10) days of receipt. The policy shall protect **LANDLORD** against loss of the buildings and personal property and damage.

B. Liability Insurance. **TENANT** agrees to procure and maintain of not less than One Million (\$1,000,000.00) Dollars, insuring **LANDLORD** and **TENANT** from all claims, demands, or actions for injuries or damage made by or on behalf of any person or person, firm, or corporation arising from, related to, or connected with the conduct and operation of **TENANT**'s business on the **LEASEHOLD** in the **RESTAURANT** and **CAMPGROUND**. **TENANT** shall furnish evidence of such insurance to **LANDLORD**. If **TENANT** fails to comply with the insurance requirement, **LANDLORD** may obtain such insurance and keep the same in effect, and **TENANT** shall pay **LANDLORD** the premium cost thereof upon demand.

C. Responsibility for Wrongful Conduct. The parties shall be liable for their own acts and failures to act, including those characterized as negligence, gross negligence, or intentionally wrongful, and each agrees to indemnify and hold the other harmless for and from any losses, damages, costs, or expenses paid or sustained by reason of the wrongful conduct of the other party.

ARTICLE XIII **DAMAGE OR DESTRUCTION OF THE PREMISES**

If, after the delivery or possession to **TENANT**, any part of the **RESTAURANT** or **CAMPGROUND** shall be damaged or destroyed by fire, explosion, the elements, an Act of God, or any other casualty, nevertheless this Agreement shall continue in full force

and effect for a period of thirty (30) days from the date of such damage or destruction, rent payments to be reduced proportionately to the extent of the decrease in the usefulness of the facilities of the **RESTAURANT** or **CAMPGROUND**. During such thirty- (30-) day period, **LANDLORD** shall have the option to elect whether or not to rebuild or repair such damaged property. In the event **LANDLORD** elects to rebuild or repair, such rebuilding or repairing shall be completed within a reasonable time from the date of destruction, rent payments to be reduced as provided above. In the event **LANDLORD** elects not to rebuild or repair or in the event **LANDLORD** fails to make any election within the thirty- (30-) day period following the date of damage or destruction, then this Agreement shall terminate at the end of said thirty- (30-) day period, **TENANT** shall forthwith surrender possession to **LANDLORD**, and all obligations of both parties hereunder shall be so discharged only in the event it is not in default hereunder. Notwithstanding the foregoing, rent shall be immediately and entirely abated in the event the **RESTAURANT** and **CAMPGROUND** are damaged to the extent that either may not be operated safely and lawfully, and the abatement shall continue until either may be reopened.

In the event a portion of the building facilities is vandalized, **TENANT** shall bear the cost of any necessary repair or replacement but does reserve to itself the option to not repair or replace the item(s) involved.

ARTICLE XIV **INDEPENDENT CONTRACTOR STATUS**

To the extent that **LANDLORD** and **TENANT** maintain a relationship under this Agreement, it is agreed that nothing herein contained is intended or should be construed or in any manner creating or establishing a relationship of co-partners between the parties, or as construing **TENANT** as an agent, representative, franchisee, or employee of **LANDLORD** for any purpose or in any manner whatsoever. **TENANT** is to be and shall remain an independent contractor with respect to all activities performed under this Agreement.

ARTICLE XV **PERSONAL GUARANTY**

As part of this Agreement, the individual members comprising **TENANT's** business entity shall individually sign personal guarantees agreeing to fulfill the terms of this Agreement, and each shall be jointly and severally liable hereunder. Should **TENANT** fail to provide the services agreed to or meet the conditions of this Agreement and it results in the termination of the Agreement, the individual members, jointly and severally, shall pay to **LANDLORD** the sum of Forty Thousand Dollars (\$40,000.00) representing one (1) year's projected rent under the terms of this Agreement.

ARTICLE XVI **WAIVER**

No extension of time, forbearance, neglect, or waiver on the part of **TENANT** or **LANDLORD** with respect to any one or more of the covenants, terms, or conditions of this Agreement shall be construed as a waiver of any of the covenants, terms, or

conditions of this Agreement, or as an estoppel against **TENANT** or **LANDLORD**, nor shall any extension of time, forbearance, or waiver on the part of **TENANT** or **LANDLORD** in any one or more instance or particular be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Agreement.

ARTICLE XVII
COMPLIANCE WITH LAW

TENANT will conform with all applicable laws and ordinances of any governing authority respecting the use and occupancy of the **RESTAURANT** and operations and administration of the **CAMPGROUND**.

ARTICLE XVIII
NONDISCRIMINATION

TENANT shall provide services to the general public without discrimination as to race, color, creed, or any other legally protected status.

ARTICLE XIX
NOTICES

A. As to TENANT. All notices to **TENANT** shall be sent by certified mail addressed to **TENANT** at the address shown above or at such other address as **TENANT** shall hereafter designate in writing to **LANDLORD**. **TENANT** shall designate one of its individual members as a contact person for interaction with **LANDLORD**.

B. As to LANDLORD. All notices to **LANDLORD** shall be sent by certified mail addressed to **LANDLORD** at the address shown above or at such other address as **LANDLORD** shall hereafter designate in writing to **TENANT**. Rental shall be paid at the address designated for notices to **LANDLORD**. For all purposes herein, **LANDLORD** shall be represented by its Planning, Resources, Agriculture, and Extension Committee unless the County Board directs otherwise.

C. Time of Notice. All notices shall be deemed to have been given when deposited in the U.S. Mail in sealed envelopes with postage prepaid thereon.

ARTICLE XX
NON-ASSIGNMENT

TENANT shall not assign or transfer this Agreement or any interest therein, nor shall this Agreement or any interest therein be assignable or transferrable by operation of law or otherwise without the express written consent of **LANDLORD**.

ARTICLE XXI
OPTION TO RENEW

This Agreement shall automatically renew for one (1) two- (2-) year term beginning January 1, 2024, unless one party gives written notice of termination to the other party on or before January 10, 2023.

**ARTICLE XXII
DAM RECONSTRUCTION**

TENANT realizes and accepts the fact that **LANDLORD** may reconstruct the dam located on the premises. **LANDLORD** shall make reasonable attempts during construction to avoid affecting ingress and egress to the bar and restaurant area.

**ARTICLE XXIII
MODIFICATION**

No modification of this Agreement shall be binding unless in writing.

IN WITNESS WHEREOF, the parties hereto have executed these presents and affixed their seals thereto.

LANDLORD:

SHEBOYGAN COUNTY

By its Planning, Resources, Agriculture,
and Extension Committee

Keith Abler, Chairperson

Michael S. Ogea, Vice-Chairperson

Rebecca Clarke, Secretary

Paul A. Gruber

Henry Nelson

Date Signed: _____

TENANT:

3 GUYS AND A GRILL, LLC

Scott McMurray, Member

Date Signed: _____

David D'Angelico, Member

Date Signed: _____

R:\CLIENT\08299\00018\00181892.DOCX

PERSONAL GUARANTY

We, the undersigned, in our individual capacities, personally guarantee this Restaurant and Campground Lease and Concession Agreement pursuant to **Article XV**.

Date Signed: _____

Scott McMurray, Individually

Date Signed: _____

David D'Angelico, Individually

R:\CLIENT\08299\00018\00181892.DOCX

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

**WETLAND IN-LIEU FEE
COMPENSATORY
MITIGATION
CONSERVATION EASEMENT**
Sec. 281.36(8m), Wis. Stats
(effective 12-21-2017)

THIS WETLAND IN-LIEU FEE COMPENSATORY MITIGATION CONSERVATION EASEMENT (“Conservation Easement”) is made by and between Sheboygan County, Wisconsin (“Grantor”) and the State of Wisconsin Department of Natural Resources (“Grantee”), who are collectively referred to herein as “Parties.”

RECITALS

WHEREAS, the Grantor is the owner of fee simple title to certain real property located in the Town of Holland, Sheboygan County, Wisconsin, which is depicted on the attached Exhibit “A”; and more particularly described as follows (“Easement Area”):

Part of the SW ¼ SW ¼, Part of Government Lots 3 and 4, and Part of the Vacated portion of the Plat of Amsterdam, all in Section 30, T13N, R23E, Town of Holland, Sheboygan County, Wisconsin.

Commencing at the SW corner Section 30, T13N, R23E; thence along the south line of Section 30, N89°55’44” E, 1199.35 feet to the point of beginning; Thence N 08°32’13” E 479.73 feet; thence N 09°19’34” E 678.06 feet; thence N 11°56’25” E 559.55 feet; thence N 17°26’18” E 57.53 feet; thence N 14°51’53” E 100.13 feet; thence S 88°48’49” E 792.94 feet to the west line of Marine Drive; thence along said west line S 17°54’19” W 947.39 feet; thence along said west line S 02°45’50” W 924.78 feet to the said south line; thence along said south line, S 89°55’44” W 796.70 feet to the point of beginning, and containing 1378166 square feet (31.64 acres) of land, excepting therefrom, 26236 square feet (0.60 acres) lying within the right of way of Amsterdam Road, and also, excepting any utility easements contained herein.

See Exhibit A.

WHEREAS, the Grantor and the Grantee have identified certain conservation values, aesthetic values, maintenance measures and restorative needs (hereinafter collectively referred to as the “Conservation Values”) in the Easement Area;

WHEREAS, these Conservation Values are documented in the Te Stroete Compensation Site Plan Wisconsin Wetland Conservation Trust (WWCT) Project (“Plan”), which is located on file with the WWCT. The Plan includes baseline information, maintenance requirements and restorative measures; it describes the Conservation Values of the Easement Area at the time of this conveyance, and is intended to serve as an objective standard for monitoring compliance with the terms of this Conservation Easement;

Recording Area

Return: Department of Natural Resources
Bureau of Watershed Management – LF/6
P.O. Box 7921
Madison, Wisconsin 53707

Parcel Identification Number (PIN):

59006076970
59006077080

WHEREAS, the Parties agree that the Easement Area shall be open to the public for hunting, trapping, fishing, hiking, and cross-country skiing after site establishment has been completed or no later than three years after this easement is recorded, whichever comes first.

WHEREAS, The parties acknowledge that the Property was purchased in part with State of Wisconsin Knowles-Nelson Stewardship funds and is therefore subject to a certain *Stewardship Grant and Management Contract for Non-Profit Land Acquisition* for Project No. HA3-155-266 recorded in the Office of Register of Deeds for Sheboygan County, Wisconsin on June 8, 2015 as Document No. 2004152 (the “**Contract**”). Grantor has obtained written approval to grant this Conservation Easement pursuant to Essential Provision 1b of the Contract Said written approval is attached hereto as Exhibit C. Grantor and Grantee acknowledge that this Conservation Easement is subject to the terms and conditions of the Contract.

WHEREAS, The parties acknowledge that the Property is subject to, and is intended to remain subject to, the terms of a certain perpetual Conservation Easement conveyed by Sheboygan County to Glacial Lakes Conservancy executed and recorded on July 9, 2015 as Document No. 2005859 (“GLC Conservation Easement”) and that pursuant to paragraph 11 of GLC Conservation Easement, the terms of the GLC Conservation Easement are incorporated herein. Grantor has obtained written approval from Glacial Lake Conservancy to grant this Conservation Easement and to the wetland restoration activities authorized herein. Said written approval is attached hereto as Exhibit D.

WHEREAS, the Grantee, Glacial Lake Conservancy, and Grantor all desire, intend and have the common purpose of conserving and preserving in perpetuity Conservation Values in the Easement Area. These Conservation Values are to be achieved by maintaining the Easement Area in a relatively natural condition through the placement of the restrictions in the Conservation Easement held by Glacial Lakes Conservancy on the use of the Easement Area and through the grant of this Conservation Easement, and by the Grantor to the Grantee, by conferring affirmative rights including enforcement authority to ensure the preservation of the Conservation Values of the Easement Area and the terms and conditions contained in the Plan.

WHEREAS, this Conservation Easement is intended by the parties to supplement the conservation easement held by Glacial Lakes Conservancy and does not replace or amend that easement in any manners.

WHEREAS, pursuant to sec. 281.36(8m), Wis. Stats., the Grantee has the authority to engage in compensatory wetland mitigation projects.

WHEREAS, the common law of the State of Wisconsin and the Uniform Conservation Act, sec. 700.40, Wis. Stats., provides for the creation and conveyance of conservation easements which impose restrictions or affirmative rights on lands for conservation purposes.

WHEREAS, the Grantee is eligible to be a qualified holder of a conservation easement pursuant to sec. 700.40, Wis. Stats., and is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986.

NOW THEREFORE, the Grantor does hereby give, grant, bargain and convey to the Grantee, its successors and assigns, a Conservation Easement in perpetuity in the Easement Area in accordance with the following terms and conditions:

I. PURPOSE OF THE CONSERVATION EASEMENT

The purpose of this Conservation Easement and that held by Glacial Lakes Conservancy is to ensure that the restoration activities and maintenance measures in the Easement Area will be implemented and the

Conservation Values will not be destroyed or degraded by the Grantor and any subsequent owner of or holder of interests in the Easement Area.

II. RIGHTS AND REMEDIES OF THE GRANTEE

1. The Grantee shall have the right to enforce by proceedings at law or in equity the terms and conditions of this Conservation Easement hereinafter set forth. The right shall include but not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this Conservation Easement, to require the restoration or enhancement of this Easement Area, consistent with the Plan and any subsequent amendments thereto, and/or to enjoin non-compliance by appropriate injunctive relief. The Grantee does not waive or forfeit the right to act as may be necessary to ensure compliance with terms of this Conservation Easement by any prior failure to act. Nothing herein shall be construed to entitle the Grantee to institute any enforcement action against the Grantor for any changes to the Easement Area due to causes beyond the Grantor's control and without the Grantor's fault or negligence (such as changes caused by fire, flood, storm, civil or military authorities undertaking emergency action or unauthorized wrongful acts of third parties). In the event that the Grantor fails to timely and completely perform one or more of its duties and responsibilities in the Plan and such failure shall continue for thirty (30) days following receipt of written notice from the Grantee, then in addition to any other rights and remedies available in law or equity, the Grantee may enter the Easement Area and perform all acts required to remedy the breach. The Grantor shall be responsible for all the Grantee's reasonable and necessary costs and expenses incurred in fulfilling the Plan's responsibilities.
2. The Grantee and its contractors, agents and invitees, shall have the right to enter the Easement Area, to conduct restoration activities and engage in long-term management according to the Plan, to inspect the Easement Area to determine if the Grantor is complying with the terms and conditions of this Conservation Easement and the Plan, and to observe, study, record and make scientific studies and educational observations.
3. The Grantee may install, operate, maintain, repair, remove and replace water control structures, consistent with the Plan, for the purpose of protecting, re-establishing and enhancing wetlands and their functional values. These rights include but are not limited to includes the right to transport construction materials to and from any existing or proposed water control structure.
4. The Grantee shall have the right to establish or re-establish vegetation through seeding or plantings, consistent with the Plan.
5. The Grantee shall have the right to manipulate vegetation, topography and hydrology on the Easement Area consistent with the Plan through diking, pumping, water management, excavating, burning, cutting, pesticide application and other suitable methods for the purposes of protecting and enhancing Conservation Values and complying with the terms of the Plan.
6. Notice of the exercise of the rights enumerated in sections II. 2-5 herein shall be provided to Glacial Lakes Conservancy no less than ten (10) days prior to the exercise of those rights in writing or electronically.

III. COVENANTS OF THE GRANTOR

The Grantor agrees and covenants that:

1. There shall be no commercial, agricultural or industrial activity undertaken or allowed within the Easement Area.
2. There shall be no buildings, dwellings, barns, roads, advertising signs, billboards or other personal property built or placed on the Easement Area unless determined by Grantee to be consistent with the Plan.
3. There shall be no dredging, filling, excavating, mining, drilling or removal of any topsoil, sand, gravel, rock, minerals or other materials within the Easement Area except in conjunction with authorized management activities consistent with the Plan.
4. There shall be no dumping of trash, plant materials or compost, ashes, garbage or other unsightly or offensive material, especially including any hazardous or toxic waste, within the Easement Area.
5. The hydrology of the Easement Area shall not be altered in any way or by any means including pumping, draining, diking, impounding or diverting surface or ground water into or out of the Conservancy Area, unless the alterations are consistent with the Plan.
6. All agricultural uses (e.g. plowing, tilling, haying, cultivating, planting or other agricultural activities) are prohibited within the Easement Area. This prohibition does not preclude mowing, planting, or herbicide use conducted for the purpose of enhancing the ecological functions and values of the Easement Area consistent with the Plan. The Grantor shall not stock animals or allow the grazing of animals on the Easement Area.
7. The Grantor is responsible for compliance with all federal, state and local laws governing the control of noxious weeds within the Easement Area.
8. There shall be no operation of motorized vehicles or equipment within the Easement Area except in conjunction with activities authorized by Sections II and III herein.
9. The Grantor shall not subdivide the Easement Area into smaller parcels through legal or de facto means. The Easement Area shall remain as a single, indivisible parcel managed in accordance with the Plan in order to protect the Conservation Values contained in the Easement Area.

IV. GENERAL PROVISIONS

1. This Conservation Easement shall run with and burden the Easement Area in perpetuity and shall bind the Grantor and its heirs, successors and assigns.
2. This Conservation Easement is fully valid and enforceable by any assignee of the Grantee, whether assigned in whole or in part. The Grantee may assign or transfer this Conservation Easement and the rights contained herein to any Federal or state agency or private conservation organization for management and enforcement purposes. The Grantor must approve any other assignment in writing before that assignment may be considered effective.
3. The Grantor shall timely pay all real property taxes, charges and assessments levied by competent authority on the Easement Area.

4. Nothing herein shall be construed as limiting the right of the Grantor's right to sell, give or otherwise convey the Easement Area provided that the conveyance is subject to the terms of this Conservation Easement.
5. The Grantor agrees that the terms, conditions, covenants and restrictions set forth in this Conservation Easement will be inserted in any subsequent conveyance of any interest of the Easement Area. The Grantor agrees to notify the Grantee of any such conveyance in writing and by certified mail no later than thirty (30) days before the conveyance.
6. As the Covenants of the Grantor ("Covenants") contained in this Conservation Easement are also material terms of the Wisconsin Wetland Conservation Trust (WWCT) In-Lieu Fee Program Instrument between the Department of the Army, U.S. Army Corps of Engineers ("Corps") and the Grantor, the Corps shall also have the right to enforce the Covenants. This right of enforcement shall include, but not be limited to, the right to bring an action in the Wisconsin State Court System to enforce the terms of these Covenants, to require the restoration of the Easement Area to its natural condition, or to enjoin any non-compliance with the Covenants against the Grantor and the Grantor's successors in interest. The Corps shall also have the right to enter the Easement Area, in a reasonable manner, for the purpose of inspecting the Easement Area to determine compliance with the Covenants. The Grantor shall notify the Corps of any proposed conveyance of the Easement Area in writing and by certified mail no later than sixty (60) days before the conveyance. The enforcement of these Covenants by the Corps shall be governed by federal law.
7. The terms "Grantor" and "Grantee" as used herein may be singular or plural and shall be deemed to include, respectively, the Grantor and its heirs, successors, personal representatives, executors and assigns, as well as the Grantee and its successors and assigns.
8. This Conservation Easement may not be modified or amended except by execution and recording of a written instrument signed by the Grantor, the Grantee and the Corps.
9. If any provision or specific application of this Conservation Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Conservation Easement shall remain valid and binding.
10. This Conservation Easement shall be governed by and construed under the laws of the State of Wisconsin.

IN WITNESS THEREOF, the Grantor has caused this Conservation Easement to be executed on its behalf this _
_____ day of _____, 20____.

By: _____ (SEAL)

Grantor: Vernon Koch, Sheboygan County, Wisconsin, Sheboygan County Board Chair

By: _____ (SEAL)

Grantor: Jon Dolson, Sheboygan County, Wisconsin, Sheboygan County Clerk

STATE OF WISCONSIN)
) SS.
_____ COUNTY)

Personally appeared before me this _____ day of _____, 20____, the above named
Vernon Koch, Sheboygan County, Wisconsin, Sheboygan County Board Chair and Jon Dolson, Sheboygan
County, Wisconsin, Sheboygan County Clerk, and to me known to be the persons who executed the foregoing
Conservation Easement and acknowledged that they executed and delivered the same as for the act and deed of
the Grantor.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

This instrument was drafted by:
State of Wisconsin
Department of Natural Resources

*Names of Grantor(s) must be typed.

IN WITNESS THEREOF, the Grantee has caused this Conservation Easement to be executed on its behalf this _____ day of _____, 20____.

State of Wisconsin
Department of Natural Resources
for the Secretary

By: _____ (SEAL)

Grantee: Amanda Minks, Waterway and Wetland Section Chief, Wisconsin
Department of Natural Resources

State of Wisconsin)
) ss.
Dane County)

Personally came before me this _____ day of _____, 20____, the above named Amanda Minks, Waterway and Wetland Section Chief, Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

Aubrey Johnson
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

EXHIBIT A
Amsterdam Dunes – TeStroete In-Lieu

Part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Part of Government Lots 3 and 4, and Part of the Vacated portion of the Plat of Amsterdam, all in Section 30, T13N, R23E, Town of Holland, Sheboygan County, Wisconsin.

Commencing at the SW corner Section 30, T13N, R23E; thence along the south line of Section 30, N89°55'44" E, 1199.35 feet to the point of beginning:

Thence N 08°32'13" E 479.73 feet; thence N 09°19'34" E 678.06 feet; thence N 11°56'25" E 559.55 feet; thence N 17°26'18" E 57.53 feet; thence N 14°51'53" E 100.13 feet; thence S 88°48'49" E 792.94 feet to the west line of Marine Drive; thence along said west line S 17°54'19" W 947.39 feet; thence along said west line S 02°45'50" W 924.78 feet to the said south line; thence along said south line, S 89°55'44" W 796.70 feet to the point of beginning, and containing 1378166 square feet (31.64 acres) of land, excepting therefrom, 26236 square feet (0.60 acres) lying within the right of way of Amsterdam Road, and also, excepting any utility easements contained herein.

PLAT OF SURVEY

PART OF SW 1/4 SW1/4 , PART OF GOVERNMENT LOTS 3 AND 4, AND PART OF THE VACATED PORTION OF THE PLAT OF AMSTERDAM, ALL IN SECTION 30, T13N, R23E, TOWN OF HOLLAND, SHEBOYGAN COUNTY, WISCONSIN

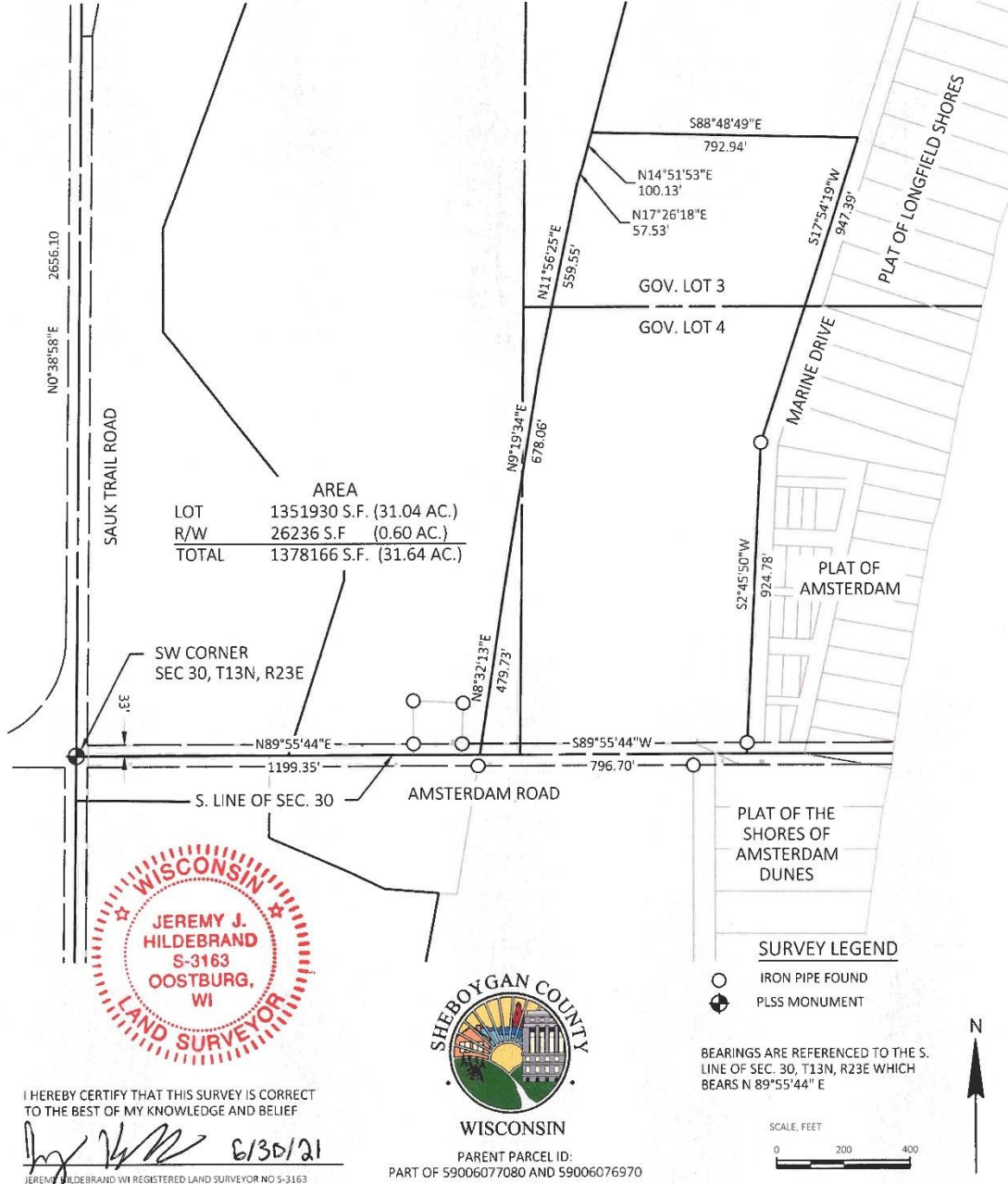


EXHIBIT C

DNR STEWARDSHIP GRANT PROGRAM CONSENT TO GRANT CONSERVATION EASEMENT

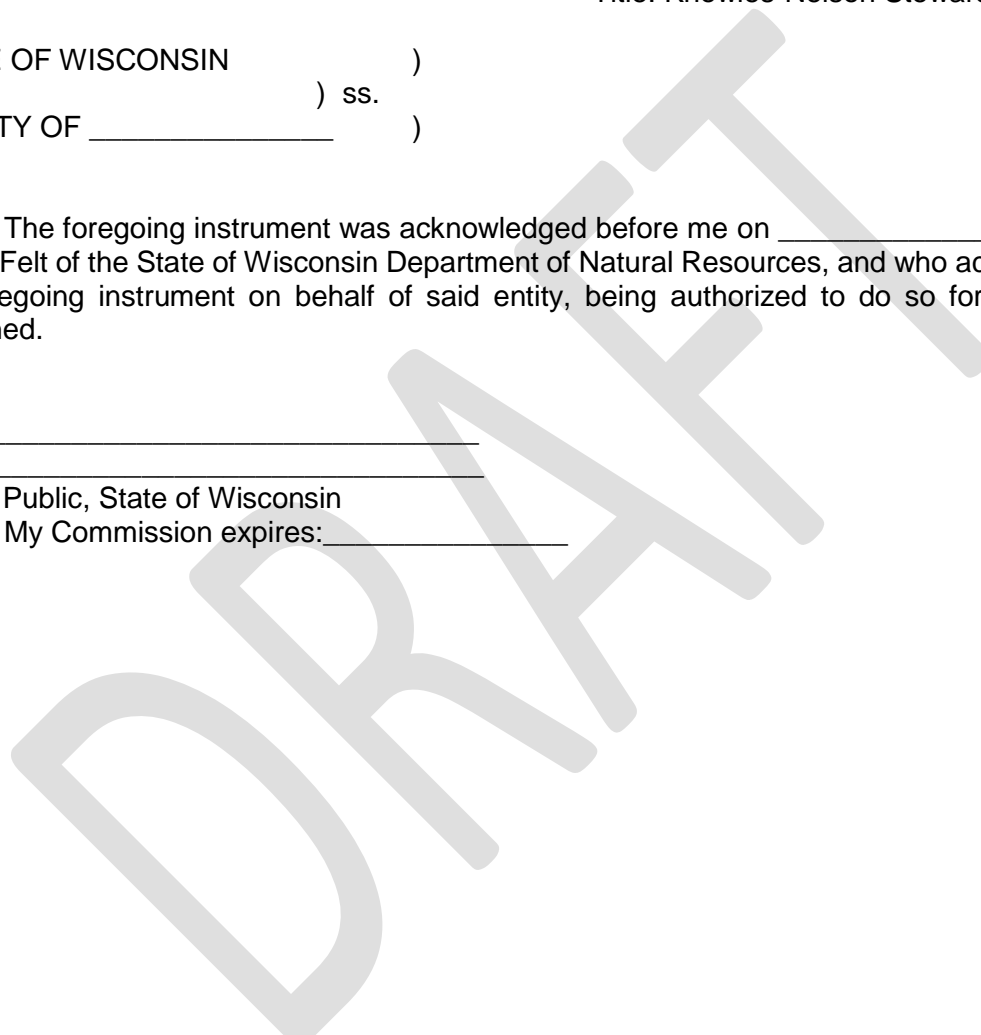
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Name: Pamela Foster Felt
Title: Knowles-Nelson Stewardship Grant Manager__

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2021, by Pamela Foster Felt of the State of Wisconsin Department of Natural Resources, and who acknowledged executing the foregoing instrument on behalf of said entity, being authorized to do so for the purposes therein contained.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____



This instrument drafted by:
State of Wisconsin
Department of Natural Resources

EXHIBIT D

GLACIAL LAKES CONSERVANCY CONSENT TO EASEMENT

IN WITNESS THEREOF, Glacial Lakes Conservancy, _____
being the holder of a certain Conservation Easement (GLC Conservation Easement), which is recorded on July
9, 2015 with the Sheboygan County Register of Deed as Document No. 2005859 against the Conservation Area,
does hereby consents to this Wetland In-Lieu Fee Compensatory Mitigation Conservation Easement and to the
wetland restoration activities therein authorized.

By: _____ (SEAL)
Jennifer Rutten, Executive Director

STATE OF)
) ss.
_____) COUNTY)

Personally appeared before me this _____ day of _____, 20____, the above
named _____ to me
known to be the person(s) who executed the foregoing Consent to Easement and acknowledged the same.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

