



DOOR COUNTY

Resolution No. 2018-16

**APPROVAL OF LAND LEASE AND TOWER SALE AGREEMENT
WITH WISCONSIN PUBLIC SERVICE CORPORATION**

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON			X
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LTIENAU	X		
LUNDAHL	X		
MOELLER	X		
NEINAS	X		
ROBILLARD	X		
SCHULTZ	X		
SITTE			X
SOHNS	X		
VIRLEE	X		
VLIES WOTACHEK	X		
WAIT	X		
	19	0	2

BOARD ACTION

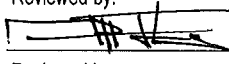
Vote Required: Majority Vote of Total Membership

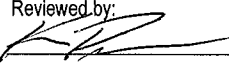
Motion to Approve Adopted

1st Virlee Defeated

2nd Bacon

Yes: 19 No: 0 Exc: 2

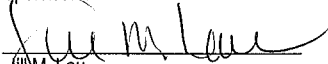
Reviewed by:  Corp. Counsel

Reviewed by:  Administrator

FISCAL IMPACT: The \$20,000 purchase price for the tower facilities was not included as a revenue in our 2018 budget. The agreement also transfers the responsibility and cost of removing the tower facilities at the end of its useful life to WPSC. MEJ

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of March, 2018 by the Door County Board of Supervisors.


Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Rule No. 34 of the Rules of Order provides, in pertinent
2 part, that "...no Committee of the County Board shall enter into any contract
3 for a period in excess of three (3) years without prior approval of the County
4 Board..."; and

5
6 **WHEREAS**, The 'old' communications tower and related facilities
7 (situated on the County's Brussels Hill) have been declared surplus and
8 are to be disposed of by the most appropriate method; and

9
10 **WHEREAS**, in August, 2016, County sought proposals for disposition
11 of the 'old' communications tower and related facilities and, following a
12 prolonged negotiation process, reached tentative consensus with
13 Wisconsin Public Service Corporation; and

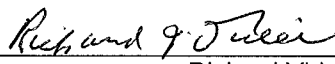
14
15 **WHEREAS**, The Property Committee has considered and
16 recommends approval of the Land Lease and Tower Sale Agreement
17 (hereafter "Agreement"), which is attached hereto and incorporated herein
18 by reference); and

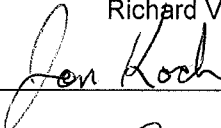
19
20 **WHEREAS**, It is deemed advantageous and suitable for the County of
21 Door to enter into the Agreement.

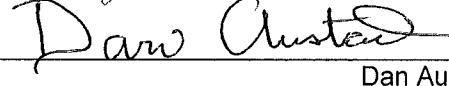
22
23 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board
24 of Supervisors does hereby approve the Agreement.


25
26 **BE IT FURTHER RESOLVED**, That the Agreement shall be jointly
27 administered by the Technical Services Department and Facilities & Parks
28 Department, subject to the oversight of the Property Committee.
29

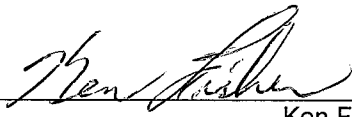
SUBMITTED BY: PROPERTY COMMITTEE

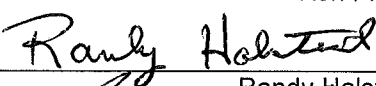

Richard Virlee, Chairman

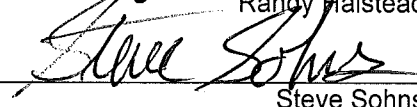

Jon Koch


Dan Austad


Helen Bacon


Ken Fisher


Randy Halstead


Steve Sohns

LAND LEASE AND TOWER SALE AGREEMENT

THIS LAND LEASE AND TOWER SALE AGREEMENT (this "Agreement") is made as of the ___ day of _____, 2018 (the "Effective Date"), by and between the COUNTY OF DOOR, a Wisconsin body corporate with its principal offices located at Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin, hereinafter designated *LESSOR* and WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation with its principal offices located at 700 North Adams Street, Green Bay, Wisconsin, hereinafter designated *LESSEE*. The *LESSOR* and *LESSEE* are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

RECITALS

WHEREAS, *LESSOR* is the owner of certain real property described on *Exhibit A* attached hereto (the "Property");

WHEREAS, *LESSOR* issued a request for proposals ("RFP") relating to the Tower Facilities (defined below) located on the Property;

WHEREAS, this Agreement resulted from a proposal submitted by the *LESSEE* in response to the RFP whereby *LESSEE* offered to purchase the Tower Facilities and enter into a long-term lease of the portion of the Property depicted on *Exhibit B* attached hereto (the "Land Space" or the "Premises"); and

WHEREAS, the Parties hereto desire to enter into this Agreement to set forth the terms, conditions and agreements of the Parties relating to the Tower Facilities and the Property.

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

1. Recitals.

The recital paragraphs set forth above are hereby incorporated into this Agreement.

2. Transfer of the Tower Facilities to LESSEE.

As used herein, the "Tower" shall mean the communications tower located on the Land Space. As used herein, the "Tower Facilities" shall mean, collectively, the Tower and the following items located on or at the Land Space: all fencing and gates surrounding the Tower, all guy wires, anchors, cabling and utility lines serving or supporting the Tower (whether located on the Land Space or on or over other portions of the Property, such as the Ancillary Area defined below), any accessory structure(s), all generators, and all other associated equipment, components, fixtures and personal property and any replacements thereof. The Parties agree that the Tower Facilities shall expressly exclude any underground storage tanks.

Simultaneously with the Effective Date of this Agreement, *LESSOR* is selling the Tower Facilities to *LESSEE* for \$20,000.00, which transfer shall be evidenced by a deed in the form attached hereto as *Exhibit C* and a bill of sale in the form attached hereto as *Exhibit D* effective as of the Effective Date (collectively, the “Transfer Documents”). In addition to the Transfer Documents and the other acts and deeds contemplated to be performed herein the Parties agree to perform, execute and deliver any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated in this Agreement or to further perfect the conveyance, transfer and assignment of the Tower Facilities to *LESSEE*. The Parties agree that the allocation of the purchase price for the Tower Facilities between real and personal property for the purposes of the Wisconsin real estate transfer tax return shall be as follows: \$_____ allocated to real property and \$_____ allocated to personal property.

3. Premises.

LESSOR hereby leases exclusively to *LESSEE* the Land Space which comprises that portion of the Property legally described on *Exhibit A* attached hereto and as depicted on *Exhibit B* attached hereto with the label “LEASE AREA”. The Parties intend the Land Space to be the full area of the Tower Facilities within the Property (with the exception of any utility lines and tower guy wires extending beyond the fenced area into the Ancillary Area, described below), including the fenced compound. The Land Space is an approximately 25 foot by 34 foot area containing approximately 850 square feet. *LESSEE* shall have the right to control all vegetation (including cutting, trimming and removal) within the Land Space.

In the event *LESSEE* desires in the future to expand or improve the Tower Facilities which does not include the right to replace or rebuild the tower except as addressed in the next paragraph, *LESSOR* agrees to cooperate in good faith with reasonable requests from *LESSEE* to expand or otherwise modify the Land Space and use or the Ancillary Area, defined below, to accomplish such activities. Such expansion activities may include the expansion of the fenced area, the expansion or addition of foundations and the expansion or addition of building structures. Such expansion shall be memorialized by a written amendment to this Agreement and the Memorandum of Lease and subject to *LESSOR*’S review and approval of the plans to improve or replace the Tower Facilities.

LESSEE may in the future rebuild the Tower Facilities after a catastrophic event. Any rebuilding must meet the following criteria:

- 1) The Tower must be in substantially the form it was in at the time of destruction (including the same footprint and with no vertical expansion).
- 2) The rebuilding must comply with land use and zoning regulations.

4. Road/Utility Area; Ancillary Area; Appurtenant Rights.

LESSOR hereby grants *LESSEE* a non-exclusive access right (the “Right-of-Way”) to use the existing access road that passes through the Property from the nearest public road (i.e., High Road) to the Land Space for ingress, egress, and regress for pedestrians and

motor vehicles. The area containing this Right-of-Way is depicted on *Exhibit B* hereto with the label “UTILITY AND INGRESS/EGRESS AREA” (the “Road/Utility Area”). *LESSEE* is responsible for the routine maintenance and repair of the access road (including snow removal) for *LESSEE*'s use and any damage caused by *LESSEE*, its agents, invitees or subtenants, with *LESSOR* responsible for any access for and damage caused by *LESSOR*, its agents, invitees or other tenants of the Property. *LESSOR* shall be responsible for any necessary replacement or substantial repair of the Road/Utility Area not caused by *LESSEE*'s, its agents', invitees' or subtenants'.

LESSOR hereby grants *LESSEE* the right to install, maintain, replace and upgrade utility lines serving the Tower Facilities (the “Utility Rights”), including, without limitation, the right to install electric utilities, over and under the Road/Utility Area. The Parties agree to cooperate in good faith if the utility lines and Road/Utility Area should need to be relocated outside of this area or otherwise modified in the future. Except for relocations of utilities requested by *LESSOR*, *LESSEE* agrees to repair any damage to the Property caused by *LESSEE*, its agents, invitees or subtenants in connection with the utilities.

LESSOR hereby grants *LESSEE* the right to use such other portions of the Property surrounding the Premises, including, without limitation, the areas labeled as “GUY WIRE AREA” on *Exhibit B* (collectively, the “Ancillary Area”), as are reasonably necessary for the installation, operation, maintenance, inspection, removal or replacement of the Tower Facilities (including, without limitation, affixing guy wires and anchors), including, without limitation, the right to control vegetation (including cutting and trimming) immediately outside the Premises which may be reasonable or appropriate (collectively, the “Maintenance Rights”). Without limiting the generality of the foregoing, the Maintenance Rights shall include (1) *LESSEE*'s right to use the Ancillary Area for staging and other activities involved in the installation and removal of Tower Facilities and replacements/upgrades thereto and (2) the installation of new guy wires and anchors to support replacements/upgrades to the Tower Facilities. The Parties agree to cooperate in good faith if the Ancillary Area should need to be modified in the future due to the Maintenance Rights, including, without limitation, the installation of guy wires and anchors lines outside of the area labelled as “GUY WIRE AREA” on *Exhibit B*.

The Right-of-Way, Utility Rights and Maintenance Rights (collectively, the “Appurtenant Rights”) in the Road/Utility Area and Ancillary Area are not permanent interests nor are they of permanent duration. Rather, the Appurtenant Rights terminate concurrently with the termination of this Agreement.

5. Term.

This Agreement shall be effective as of the Effective Date. This Agreement's term shall be the lesser of the life of the existing Tower in place on the Effective Date or fifty (50) years (the “Term”), unless sooner terminated in accord with the terms and conditions herein.

6. Consideration.

There is no additional rental cost to the *LESSEE*. Consideration for this Agreement includes *LESSEE's* purchase of the Tower Facilities from *LESSOR* and *LESSEE's* agreement to remove these at the end of this Agreement and restore the site as provided in Paragraph 14 *infra*.

7. Use of Premises.

LESSEE's plan is to utilize the Tower Facilities for utility and communication technologies (whether now existing or developed in the future) for *LESSEE's* utility and communication systems and, if desired by *LESSEE*, for the utility and communications systems of *LESSEE's* affiliated companies and subtenants.

LESSEE may use the Land Space and Road/Utility Area and Ancillary Area for purposes related to the above use, including Appurtenant Rights and the operation, maintenance and repair of the Tower Facilities; and installation, operation, maintenance, repair, upgrades, relocation (within the Land Space) and replacements of any necessary or desirable equipment and components thereto (e.g., antennas, transmitters, receivers, base stations, power supplies, cabling).

LESSEE may not use any of the Premises for any other purpose, and, except as otherwise set forth herein, may not make use of the Property beyond the boundaries of the Land Space, Road/Utility Area and Ancillary Area for any purpose, without prior written notice to and the prior written consent of the *LESSOR*, which consent shall not be unreasonably withheld, delayed or conditioned.

8. Compliance with Laws.

LESSEE shall comply with all applicable laws in its use of the Premises.

9. *LESSEE's* Termination Right.

In the event that *LESSEE* determines, in its sole discretion, that the Premises is no longer technically compatible for its use, or that the Premises is obsolete or its use unnecessary, then *LESSEE* shall have the right to terminate this Agreement prior to the expiration of the Term. Notice of *LESSEE's* exercise of its right to terminate shall be given to *LESSOR* in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by *LESSOR* or refusal as shown on the receipt obtained or such later date if specified in such notice.

10. Taxes.

LESSOR is a Wisconsin county under Ch. 59 Wis. Stats. Its real and personal property is generally exempt from taxation. The Property (including existing improvements) is currently exempt from taxation consistent with Sec. 70.11(2) Wis. Stats.

LESSEE shall have the responsibility to timely pay any personal property taxes, real estate taxes, assessments, or charges levied and owed as a result of *LESSEE*'s use of the Premises. For as long as the original *LESSOR* remains owner of the Property, if the Premises and/or the Tower Facilities are not separately assessed from the remainder of the Property, *LESSEE* shall have the responsibility for the tax bills or assessments levied on the Property unless *LESSEE* demonstrates such is the result of *LESSOR*'s use of the Property or as a result of another user of the Property by through or under *LESSOR*.

LESSEE is responsible for any sales and use taxes imposed as a result of *LESSEE*'s purchase and use of the Tower Facilities.

LESSEE is responsible for any franchise or similar tax as a result of *LESSEE*'S use of the Tower Facilities.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which *LESSEE* is wholly or partly responsible for payment. *LESSOR* shall reasonably cooperate with *LESSEE*, at *LESSEE*'s expense, in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that *LESSEE* lacks standing to pursue a good faith and reasonable dispute of any taxes under this Paragraph, *LESSOR* will pursue such dispute at *LESSEE*'s sole cost and expense upon written request of *LESSEE*.

11. Indemnification.

Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

12. Insurance.

LESSOR and *LESSEE* each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. *LESSOR* and *LESSEE* each agree that it will include the other Party as an additional insured. Each Party shall provide the other certificates evidencing such insurance coverage and additional insured endorsement(s). *LESSOR* agrees that *LESSEE* may satisfy these insurance requirements through self-insurance and/or excess liability insurance.

Nothing herein is intended or may be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded the *LESSOR* or *LESSEE*.

13. Signal Interference.

Lessor and Lessee mutually agree not to interfere with the operation of or cause signal interference with the other's communication equipment due to the operation of communication equipment or electrical interference, whether initially installed hereunder or at some future date, which is reasonably designed and installed to operate without interference from each other's equipment. Prior to the installation of any equipment by Lessor or Lessee, they shall provide each other for review of possible signal interference, with complete equipment specifications, including but not limited to antennas, dishes, cables, receivers and transmitters and frequencies thereof and all appurtenant equipment, the location of all equipment on the Tower and the location of electrical facilities and communication equipment in Lessee's Lease Area. In the event Lessor or Lessee causes signal interference with the other's communication equipment, and upon receipt of written notice of such interference from the other Party, the interfering Party will promptly (within 48 hours) take all steps necessary to correct and eliminate same at its cost, including but not limited to, at the interfering Party's option, powering down such equipment and later powering up such equipment for intermittent testing. If Lessor's equipment is at fault and Lessor is unable to eliminate the interference, even with replacement of equipment, Lessor, at its election may remove its equipment from the Tower and its Buildings without terminating this Lease. If Lessee's equipment is at fault and Lessee, after reasonable due diligence, is unable to eliminate the interference, either Party may terminate this Lease at its sole discretion or may take any other reasonable steps to eliminate the interference. In addition, Lessor shall not be responsible for reimbursing Lessee for any costs as a result of such termination or interference. During such time that either Party's equipment is shut down hereunder, all other Lease obligations remain in full force and effect. In the event the equipment of another lessee located on the Tower is at fault, the faulty equipment shall immediately be shut down upon receipt of notice of such interference from Lessor or Lessee. If such equipment is reasonably designed and installed to operate without interference from each other's equipment and after due diligence is unable to eliminate the interference, Lessor shall immediately notify such lessee that it shall not be permitted to continue its operations until the faulty or interfering equipment is replaced and such replacement equipment does not cause interference with Lessor's or Lessee's equipment.

Lessor agrees that any new lessee who may install equipment on the Tower subsequent to the Effective Date may be permitted to install only such equipment of the type and frequency which will not cause material interference to Lessor's or Lessee's operations. In the event that such new lessee's equipment causes interference, Lessor will cause the new lessee to comply with the more stringent of: 1) any and all FCC regulations prohibiting interference with public safety communications; or 2) any and all steps to correct or eliminate said interference as specified herein.

In the event that Lessor leases other portions of the Tower or Compound to parties subsequent to the Effective Date of this Lease, Lessor shall include a non-interference clause similar to the foregoing in any and all subsequent agreements.

14. Removal at End Of Term.

LESSEE shall, within ninety (90) days after either expiration of the Term or any earlier termination of this Agreement, remove the Tower Facilities (except footings or piers, which must be cut-off a minimum of twelve (12) inches below grade and covered with clean fill) and all personal property from the Premises, and grade and level the site if and as needed.

If the *LESSEE* fails to do so, *LESSOR* may, at *LESSOR's* discretion, hire an outside company to carry out the work at *LESSEE's* sole cost and expense. Payment shall be due and payable by the *LESSEE* upon invoice therefore from *LESSOR*.

It is acknowledged and agreed, by and between the Parties, that the Tower Facilities are and shall remain the property of *LESSEE*, and *LESSEE* has the right to remove (subject to the preceding two (2) paragraphs) the same at any time during the Term, whether or not said items are considered fixtures, improvements or otherwise attachments to real property under applicable laws.

15. Holdover.

LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of the removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, and *LESSEE* holds over in violation of Paragraph 14 and this Paragraph 15, then such will be deemed a month-month tenancy terminable by either Party upon thirty (30) days' notice, *LESSEE* shall pay *LESSOR* a hold-over rental rate of five thousand dollars (\$5,000.⁰⁰) per month, and will otherwise be subject to the terms of this Agreement

16. Rights Upon Sale.

Should *LESSOR*, at any time during the Term decide to sell or transfer all or any part of the Property, such sale or transfer of interest therein shall be subject to this Agreement and any such purchaser or transferee shall recognize *LESSEE's* rights under this Agreement.

17. Quiet Enjoyment.

LESSOR covenants that *LESSEE*, subject to its compliance with the terms and conditions of this Agreement, shall peaceably and quietly have, hold and enjoy the Land Space and Appurtenant Rights.

LESSEE may do whatever is reasonably necessary in order to enjoy fully the purposes for which the Land Space is leased and Appurtenant Rights are granted as long as *LESSEE* does not place any undue burden on the Property or unreasonably interfere with *LESSOR'S* or other lessees' use of the Property.

18. Title.

LESSOR represents and warrants to *LESSEE* as of the Effective Date, and covenants during the Term, that *LESSOR* is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. *LESSOR* further covenants during the Term that there are no liens, judgments, leases or impediments of title on the Premises, or affecting *LESSOR's* title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by *LESSEE* as set forth above.

19. Integration.

It is agreed and understood that this Agreement and the Transfer Documents contain all agreements, promises and understandings between *LESSOR* and *LESSEE* with respect to their subject matter and that no verbal or oral agreements, promises or understandings shall be binding upon either *LESSOR* or *LESSEE* in any dispute, controversy or proceeding at law with respect to the Property, the Premises, the Appurtenant Rights, the Tower Facilities, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. This Agreement and the Transfer Documents supersede all prior negotiations, agreements and undertakings between the Parties with respect to the subject matter hereof, including, without limitation, the RFP and *LESSEE's* response thereto.

The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. Assignment/Sale/Transfer.

This Agreement may not be sold, assigned or transferred by the *LESSEE* to a third party without the prior written approval or consent of the *LESSOR*. Such written approval or consent shall not be unreasonably withheld, conditioned or delayed. Any proposed assignment/sale/transfer to a third party must, at a minimum, include the assignee's/buyer's/transferee's agreement that it will honor all of the terms of this Agreement, fulfill *LESSEE's* obligations under this Agreement, and promptly cure any and all then-existing *LESSEE* defaults under this Agreement. Unless otherwise agreed in writing, in the event of an assignment, transfer or sale of this Agreement by *LESSEE* to a third party, *LESSEE* shall not be released from its obligations to *LESSOR* under this Agreement, and *LESSOR* shall have the right to look to *LESSEE* and the third party, jointly and severally, for the full performance of this Agreement.

Notwithstanding the foregoing, for purposes of this provision, none of the following shall be deemed an assignment of *LESSEE's* interest in this Agreement requiring prior written notice or consent: (1) the merger or consolidation of *LESSEE* with or into another entity, whether or not *LESSEE* is the surviving entity; (2) a transfer, issuance, or dilution of

greater than fifty percent (50%) of the ownership or beneficial interests (whether stock, partnership interest, membership interest, or otherwise) in *LESSEE*, either in a single transaction or a series of transactions; (3) the conversion of *LESSEE* into another type of entity; (4) the reorganization or restructuring of *LESSEE*, including, without limitation, by a spin-off or split-off; and (5) the transfer of this Agreement to an affiliate, subsidiary, or parent of, or an entity otherwise related to, *LESSEE*. Any successor of *LESSEE* (as described in (1) – (5) above) must agree that it will honor all of the terms of this Agreement, fulfill *LESSEE's* obligations under this Agreement, and promptly cure any and all then-existing *LESSEE* defaults under this Agreement.

LESSEE cannot, without the prior written consent of the *LESSOR*, sublet its rights under this Agreement. Such consent shall not be unreasonably withheld, delayed or conditioned.

21. Notices.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: County of Door
Attn: Corporation Counsel
421 Nebraska Street
Sturgeon Bay, WI 54235

LESSEE: Wisconsin Public Service Corporation
Attention: Real Estate
P.O. Box 19001
Green Bay, WI 54307-9001

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. Successors.

This Agreement shall extend to and bind the authorized successors and permitted assigns of the Parties hereto.

23. Recording.

LESSEE may, at *LESSEE's* expense, record this Agreement (or a memorandum of lease) with the Door County Register of Deeds. *LESSOR* hereby approves the form of memorandum of lease attached hereto as *Exhibit E*. If *LESSEE* does so, *LESSEE* will also record a notice of termination for the lease within forty five (45) days of this Agreement's termination.

24. Default.

In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the other Party written notice of such breach. After receipt of such written notice, the alleged breaching Party shall have thirty (30) days in which to cure any breach, provided the alleged breaching Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

25. Remedies.

In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may at its option (but without obligation to do so): (a) perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies; or (b) terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Premises are located; provided, however, each Party shall use reasonable efforts to mitigate its damages in connection with a default by the other. If either Party so performs any of the others obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the performing Party shall immediately be owing by the defaulting Party to the performing Party, and the defaulting Party shall pay to the performing Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of a) ten percent (10%) per annum, or b) the highest rate permitted by applicable laws. Notwithstanding the foregoing, if the defaulting Party does not pay the performing Party the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from the defaulting Party, the performing Party may pursue available legal or equitable remedies to collect the full undisputed amount.

26. Environmental.

LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now, previously or in the future conducted in, on, or in any way related to the Property, except to the extent such conditions or concerns are caused or exacerbated by *LESSEE's*, its agents', invitees' or subtenants' negligence or willful misconduct at the Premises, in which case *LESSEE* will then be responsible and liable to the extent of its fault.

Each Party shall defend, hold the other Party harmless and indemnify the other Party from and assume all duties, responsibility and liability at their sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (collectively, "Claims") to the extent caused by such Party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, except to the extent such non-compliance results from conditions caused by the other Party. Further, and independent of the foregoing, *LESSOR* shall, defend, hold harmless and indemnify *LESSEE* for any environmental or industrial hygiene conditions, whether known or unknown, existing on the Property as of the Effective Date (including, without limitation, any underground storage tanks), except to the extent such environmental conditions are caused or exacerbated by *LESSEE's*, its agents', invitees' or subtenants' negligence, willful misconduct or failure to comply with applicable laws.

27. Casualty.

In the event of damage by fire or other casualty to *LESSEE's* facilities that cannot reasonably be expected to be repaired within ninety (90) days following same or, if *LESSEE's* facilities are damaged by fire or other casualty so that such damage may reasonably be expected to disrupt *LESSEE's* operations at the Premises for more than ninety (90) days, then *LESSEE* may, at any time following such fire or other casualty, terminate this Agreement upon fifteen (15) days prior written notice to *LESSOR*. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement.

28. Submission of Agreement/Partial Invalidity/Authority.

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties.

In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.

Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

29. Governing Law/Venue.

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State and County in which the Property is located.

The Parties submit to the jurisdiction of the State of Wisconsin, and federal courts for or in, Door County, Wisconsin, and agree that any legal action or proceeding relating to this Agreement may be brought in those courts.

30. Survival.

The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. Captions.

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals on the dates below, intending this Agreement to be effective as of the Effective Date.

LESSOR:

COUNTY OF DOOR

By: _____
David Lienau, Chairperson
Door County Board of Supervisors

Date: _____

LESSEE:

**WISCONSIN PUBLIC SERVICE
CORPORATION**

**By: WEC Business Services LLC its affiliate
and agent**

By: _____

Name: _____

Title: _____

Date: _____