

DRAFT
10/26/10

AGREEMENT

This Agreement is made this ___ day of November, 2010, between RRAM PRODUCTIONS, INC. d/b/a Great Lakes Dragaway ("GLD"), a Wisconsin corporation, and the TOWN OF PARIS, a Wisconsin unincorporated town (hereinafter "Town of Paris").

RECITALS

WHEREAS, GLD owns and operates Great Lakes Dragaway, a drag strip located at 18411 First Street in the Town of Paris, County of Kenosha, State of Wisconsin; and

WHEREAS, the Town of Paris is investigating the feasibility of enacting a town noise ordinance to regulate noise emissions within the Town's boundaries;

WHEREAS, in the spirit of cooperation and to reduce the Town's desire to enact a noise ordinance, the Town of Paris and GLD wish to place additional restrictions on the operation of GLD.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. **HOURS:** In terms of hours of operation, GLD shall run the last car down the track by no later than 10:30 p.m. on weekdays (Sunday through Thursday) and 11:30 p.m. on weekends (Friday and Saturday). GLD shall have reduced lighting on weekdays at 11:00 p.m. and then lights out at 11:30 p.m. On weekends, reduced lighting shall be at 12:00 a.m. and lights out at 12:30 a.m. The safety nightlights and pit lights will stay on as necessary. GLD shall have the right to operate until 12:00 a.m. on four (4) weekend nights each race season in the event unforeseen circumstances cause GLD to fall behind schedule. In such case, reduced lighting shall be at 12:30 a.m. and lights out at 1:00 a.m.

2. **LIGHTING:** GLD shall operate at reduced lighting levels (i.e. 2/3 lighting) on all race nights in which the top end speed of any car will not exceed 150 mph. On all nights in which the top end speed of any car will exceed 150 mph, then GLD shall operate at full lighting levels for safety reasons. For the avoidance of doubt, 2/3 lighting shall mean that one third of the existing lights at GLD will be powered off on these evenings.

3. **SECURITY:** GLD shall abide by all Kenosha County security ordinances.

4. **DEBRIS:** GLD shall place signage by the exits requesting its participants to respect its neighbors, keep the streets clean, and keep noise to a minimum when exiting GLD. Further, twice per year (in May and October), representatives of GLD shall volunteer to pick up debris in the road right-of-way to Hwy. KR ½ mile to the east of the entrance to the drag strip and ½ mile to the west of the entrance to the drag strip.

5. **CAMPING:** In terms of camping, GLD shall maintain all camping rights it has under its current Conditional Use Permit. Such camping is for participants and for Bugfest attendees in July each year.
6. **PA SYSTEM:** In terms of speakers and PA systems, GLD has turned off all east facing speakers. Further, GLD has turned off and/or removed all speakers placed on the tall poles. Further, GLD shall continue to promote the use of its FM Broadcast system to transmit the announcer's voice. In addition, GLD shall turn off the PA system 15 minutes after the last car has gone down the track for the evening.
7. **JET CARS:** In terms of the jet cars, GLD shall limit the days on which jet cars are run to no greater than fifteen percent (15%) of the days in a racing season. Further, GLD shall not run jet cars later than 10:00 p.m. on any night except that GLD shall be permitted to run the jet cars until 11:00 p.m. on Friday and Saturday nights of Labor Day and Memorial Day weekend.
8. **QUIET DAYS:** In terms of quiet days, GLD shall close the track on Mother's Day, Easter Day and the 4th of July. In addition, GLD shall designate two race weekends per season as silencer weekends on dates of GLD's choosing. Such dates shall be between the dates of May 1 and September 30. The Town of Paris shall be notified of the dates of such quiet weekends prior to the race season at the annual meeting with the County of Kenosha which is typically held in November.
9. **ALCOHOL SALES:** Alcohol sales shall terminate at 12:30 a.m. There is an exception to the preceding restriction for special events whereby alcohol sales shall terminate at 2:30 a.m. (i.e. consistent with State Law). Special events shall be construed as events whereby 3rd parties rent portions of the track for the purpose of having banquets, receptions or private parties, or any day in which racing is not occurring at the track. No alcohol carry-ins by spectators and/or participants shall be permitted at GLD at any time.
10. **ENFORCEMENT:** Material deviation from the conditions set forth above shall be deemed a violation Town Ordinance Section 10-8, shall be enforced pursuant to Town Ordinance Section 11-4 and may result in a citation and monetary penalty pursuant to Town Ordinance Section 1-5. Citizen complaints should be made to the Kenosha Sheriff's Department (262-653-6600).
11. **PLANTINGS:** GLD shall plant along the east side of the track arborvitae trees (fast growth) approximately 5'-6' in height every five (5) feet (unless there is an existing tree within 5' of such) over a period of four (4) years. Such plantings shall commence in the spring of 2011. GLD shall use a professional landscaper to determine the best type of arborvitae given the conditions and need for fast growth. In the event of plant loss due to unsuitable planting conditions, GLD will not be required to replace such dead trees.

12. **TERMINATION:** This Agreement was negotiated in good faith between the Town of Paris and GLD. In the event GLD fails to abide by the terms of this Agreement, the Town of Paris may terminate this Agreement and enact a noise ordinance in its place. In the event the Town of Paris enacts a noise ordinance, this Agreement shall become null and void.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

RRAM PRODUCTION, INC. d/b/a
Great Lakes Dragaway ("GLD")

By: _____
Randall M. Henning, President

TOWN OF PARIS

By: _____

By: _____

By: _____
