

RESOLUTION NO. 021721-01

VILLAGE OF FONTANA-ON-GENEVA LAKE VILLAGE BOARD RESOLUTION APPROVING A SUBLEASE AND RELATED ISSUES

WHEREAS, the Village Board for the Village of Fontana-on-Geneva Lake does intend by this Resolution to approve a sublease for property at 454 Lake Street ("Property"), a copy of which said sublease is attached hereto as Exhibit "A" and incorporated herein by reference ("Sublease"); and

WHEREAS, the Village Board does further intend by this Resolution to approve the proposed remodeling for the Property as set forth more specifically in the said Sublease; and


WHEREAS, the Village Board does further intend by this Resolution to approve two employee parking spaces, 19 employee parking passes and two boat slips conditioned on the Subtenant (defined in said Sublease) continuing to occupy the Property.

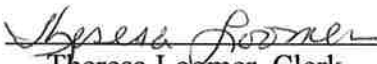
NOW, THEREFORE, the Village Board for the Village of Fontana-on-Geneva Lake do resolve as follows:

1. That the Sublease attached hereto as Exhibit "I" is hereby approved by the Village of Fontana as Landlord. The Village President and Village Clerk are hereby authorized to execute the consent portion of the Sublease.
2. That the Village of Fontana does hereby approve the remodeling plans set forth and described more specifically in the Sublease.
3. That the Village of Fontana does hereby approve the assignment of two employee parking spaces for the exclusive use of the Subtenant (defined in said Sublease) pursuant to those locations set forth more specifically in an exhibit to the Sublease; furthermore the Village does hereby approve the issuance of 19 employee parking passes to the Subtenant (defined in said Sublease) to be used in the parking lot directly adjoining the Property to the rear; furthermore, the Village approves two boat slips for the exclusive use of the Subtenant (defined in said Sublease) in the location set forth more specifically in an exhibit to the Sublease, and subject to those conditions set forth in the Sublease. All assignments and permits per this Section 3. shall continue so long as the Sublease is in effect and shall terminate at such time as the Sublease terminates.

PASSED AND ADOPTED by the Village Board of the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin this 17th day of February, 2021.

VILLAGE BOARD FOR THE VILLAGE OF
FONTANA-ON-GENEVA LAKE

By: 
Patrick Kenny, Village President

By: 
Theresa Loemer, Clerk

Sublease Agreement

This Sublease Agreement (the "Sublease") entered into this 17 day of February 2021 (the "Effective Date") by and between Lake Geneva Marine Company, Ltd., a Wisconsin Corporation (the "Sublandlord") having its corporate office located at 454 Lake St., Fontana, WI 53125 and the Geneva Lake Law Enforcement Agency, a Law Enforcement Agency of the City of Lake Geneva, Village of Fontana, Village of Williams Bay, and Town of Linn, the enactors of the Uniform Lake Ordinance for Geneva Lake pursuant to Wisconsin Statute 30.79, (the "Subtenant") maintaining its mailing address as P.O. Box 416, Fontana, WI 53125 (together sometimes referred to herein as the "Parties").

Witnesseth

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Subordination to the Commercial Lease

This Sublease, and the term and estate hereby granted, and all the rights of the Subtenant hereunder, are subject and subordinate to the Commercial Lease dated the 20th day of March 2014 between the Village of Fontana-on-Geneva Lake, a Wisconsin municipal corporation (the "Landlord") and Sublandlord (the "Commercial Lease"). Any future modification or amendment to the Commercial Lease after the execution of this Sublease that affects the terms, conditions or covenants of the Sublease shall be reasonably approved in advance by the Subtenant in writing.

This Sublease is expressly made subject to all of the terms, conditions and limitations contained in the Commercial Lease between Landlord and Sublandlord, except as otherwise altered in this Sublease, including, but not limited to the payment of rent. All terms, conditions and limitations of the Commercial Lease not specifically and expressly altered in this Sublease shall remain in full force and effect. A copy of said Commercial Lease is attached hereto as Exhibit "A", attached hereto and incorporated herein by reference.

Sublandlord agrees to perform and observe all of Sublandlord's obligations under the Commercial Lease as to the entire property leased pursuant to the Commercial Lease, including, but not limited to timely payment of rent, and any

other obligations expressly remaining with Sublandlord under the Commercial Lease and this Sublease.

2. Sublease Premises

The Sublandlord hereby subleases to Subtenant a portion of that certain real property located in the Village of Fontana, County of Walworth that is generally located at and known as 478 Lake St. and depicted more specifically in Exhibit "B", attached hereto and incorporated herein by reference (the "Sublease Premises").

Although not directly included as a part of the Sublease Premises under the terms of this Sublease, this Sublease is expressly subject to the Subtenant receiving from the Village of Fontana written permission to use, for only those purposes permitted by this Sublease, two employee parking spots located in the parking lot adjacent to the Sublease Premises, 19 parking passes for employees for the lot adjoining the Sublease Premises and two boat slips on the Village's southernmost pier.

The two parking stalls and the two boat slips referenced herein are depicted more specifically on Exhibit "C", attached hereto and incorporated herein by reference.

The two boat slips assigned to Subtenant may be exclusively utilized by Subtenant with a boat lift at each slip. Subtenant shall provide the boat lift.

The Landlord may require that the two assigned boat slips be moved to a nearby, substantially equivalent location, depending on the pier management needs of the Landlord.

As compensation for the assigned two parking stalls depicted in Exhibit "C", Subtenant shall pay the Village of Fontana \$1,000.00 (ONE THOUSAND DOLLARS) at the time of the parking stall assignment and an additional \$1,000.00 (ONE THOUSAND DOLLAR) payment each year thereafter and so long as this Sublease and the parking lot assignment are both in effect.

3. Term

The term of this Sublease shall be from the Effective Date until December 31, 2024, unless the Commercial Lease is extended, renewed, or terminated, which said extension renewal or termination shall also control the termination date of

this Sublease (the "Term"). Either of the Parties may terminate this Sublease by providing a minimum of 90-day written notice to the other prior to September 31st in each calendar year. If the notice is timely served, the Sublease shall terminate as of December 31st of the year in which the notice is delivered.

4. Rent

Subtenant shall pay an annual rent to the Sublandlord at 454 Lake Street, Fontana, WI 53125, of \$10,000.00 (TEN THOUSAND DOLLARS) in 4 equal installments: January 1st (or within 5 business days of the execution of this Sublease Agreement), April 1st, July 1st, and October 1st. A 2% annual increase of the rent shall be applied to the rent.

5. Use

Subtenant shall occupy and use the Sublease Premises exclusively for the purposes of operating a law enforcement agency. All activities naturally or commonly arising or occurring from running a law enforcement agency shall be considered a permitted use (the "Permitted Use").

6. Utilities and taxes

Sublandlord shall pay all taxes and utilities which may be assessed against the Sublease Premises or which may arise because of the Subtenant's operation of the Permitted Use.

Subtenant shall pay Sublandlord \$800.00 for utilities per year in four equal installments payable simultaneously with the rent. The \$200.00 shall not be considered rent for purposes of the Sublease but will be included with the rent.

7. Upkeep

Subtenant shall keep the Sublease Premises neat and clean, subject to normal wear and tear.

8. Maintenance and repair

Subtenant shall maintain the interior of the Sublease Premises, including doors, windows, fire extinguishers in a condition to always comply with all applicable governmental regulations and fire codes which may pertain to said

building in which the Sublease Premises is located and as to keep always said Sublease Premises in good order and condition.

9. Insurance

Subtenant shall carry and pay the premiums for professional police public liability insurance (including liability under the safe place statute) insuring Sublandlord and Subtenant against injury to the Sublease Premise with limits of not less than \$25,000.00 and against injury to person or loss of life arising out of the use and occupancy of the Sublease Premises with limits of \$100,000.00 for one person and \$300,000.00 for any number of persons injured or killed in any one accident. Upon demand, the Subtenant shall furnish the Sublandlord with appropriate certificates of the existence of such insurance executed by Subtenant's insurance carrier. Subtenant is responsible for providing personal property insurance for any of its personal property stored on the Sublease Premises. All Certificates of Insurance, other than for insurance which insures the personal property of the Subtenant, shall, by their express terms, identify the Sublandlord and the Village of Fontana as additional insureds.

10. Alterations and improvement

Any alteration, beyond maintenance and repairs, shall first be approved in advance and in writing by the Sublandlord and Landlord. Approval shall not be unreasonably withheld. Sublandlord acknowledges the Sublease Premises needs to be modified to accommodate the Subtenant's Permitted Use, and Subtenant shall seek approval of said modification by Sublandlord and Landlord prior to or simultaneous with the extension of this Sublease. All trade fixtures installed may be removed by the Subtenant upon expiration of the Term. The Subtenant shall leave the Sublease Premises in substantially the same condition as it was at the time the Subtenant took possession, normal wear and tear excepted. Subtenant shall promptly pay for any work in or about the Sublease Premises contracted by it and will not permit or allow any liens to attach to the Sublease Premises which are a result of services or materials acquired by the Subtenant and shall promptly cause any claim for any such lien to be released or shall secure the Sublandlord to its satisfaction if the Subtenant desires to contest any claim.

11. Landlord and Sublandlord's access

As a law enforcement agency, the information and materials maintained by the Subtenant on the Sublease Premises is highly confidential and requires a high level of security. Therefore, access to the Sublease Premises by the Landlord or Sublandlord, or their agents, is strictly limited. Either Landlord or Sublandlord shall provide at least 24 hours advance written notice to Subtenant of the intent of either Landlord or Sublandlord to access the Sublease Premises, indicating the date and time of the intended access, excepting therefrom incidents of an emergency nature requiring immediate access to protect the Sublease Premises from substantial damage. Access by the Landlord or Sublandlord must be for a legitimate reason related to this Sublease or the Commercial Lease. The reasoning shall be interpreted in a light most favorable to the Landlord or Sublandlord.

12. Signs

The Sublandlord will support the Subtenant in its effort to have two awnings installed over the existing entrance door on the westside of the Sublease Premises and over the planned additional entrance door on the southside of the Sublease Premises. Both awnings will have lettering on them along with the glass door entering the Sublease Premises. The signage on the glass doors will consist of a star, the phone number, and the address for the Subtenant. The awning details will consist of the words "Geneva Lake Police". Any sign installed shall be removed by the Subtenant upon termination of this Sublease. Notwithstanding the foregoing, signage shall at all times be subject to and limited by the terms of the Village of Fontana Sign Ordinance and those sign permits or approvals required by said ordinance.

13. Sublease and Assignments

The Sublease shall not be assigned or subleased without the written consent of the Parties and the Landlord.

14. Indemnification

The Subtenant agrees that it will always, during the terms of this Sublease, protect, indemnify, save, and keep harmless the Sublandlord against and from all claims arising out of or from any accidents or occurrences on or about the Sublease Premises causing injury to any person or persons or property whomsoever or whatsoever and due directly or indirectly to negligent use of the Sublease Premises

or any part thereof by said Subtenant, its employees, agents, or invitees. As a municipal agency, the Subtenant has limited statutory liability. To the extent that the Subtenant has indemnified the Sublandlord, the indemnification shall not be construed to exceed the Subtenant's limited liability or waive any governmental immunity provided by law. Notwithstanding the forgoing, the indemnification provision of the Commercial Lease described in Section 1 as to Lake Geneva Marine Company, Ltd. (the Sublandlord) and as to the entire property described in the Commercial Lease, including the Sublease Premises, shall be unaffected and unchanged and shall continue in force and effect during the term of this Sublease.

Except where breach is caused by, or substantially caused by Subtenant, Sublandlord shall indemnify, protect, defend, and hold harmless Subtenant from and against all cost, damage, and expense arising out of, or in any way related to, a breach or default of Sublandlord's obligations in the Commercial Lease by Sublandlord.

15. Notice

Any notice required or permitted under the Sublease shall be deemed sufficiently given or served if sent by certified or registered mail to Subtenant at its current address, and to Sublandlord, at the address then fixed for the payment of rent. Either of the Parties may, by similar notice, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

16. Equipment presently on Sublease Premises

All equipment presently on the Sublease Premises may be used or utilized by the Subtenant in connection with its Permitted Use. Removal of such equipment may be made only with the written consent of the Sublandlord.

17. Quiet enjoyment.

Sublandlord covenants that if Subtenant shall pay rent and observe and perform all the terms, covenants, and conditions of this Sublease on its part to be observed and performed, Subtenant may peaceably and quietly enjoy the Sublease Premises subject only to the terms of this Sublease.

18. Entire agreement

This Sublease contains all covenants and agreements between the Parties relating in any manner to the Sublease Premises. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect. This Sublease shall not be altered, modified, or amended except in writing signed by the Parties and approved in writing by the Landlord.

19. Severability

Any provision of this Sublease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

20. Default

If either of the Parties to this Sublease should be in default under any provision of this Sublease, and such default shall continue to exist after receipt by the defaulting party of a written notice for thirty days, the other party may terminate this Sublease, enforcing the terms and covenants, recover financial damages, or seek the any other relief permitted by law. The Parties may elect any single remedy, any combination of remedies, or all the remedies available to the non-defaulting party. Termination of the Sublease shall be without prejudice to the right of recovering damages against the defaulting party for breach of this Sublease. Such damages may include, without limitation, consequential and economic damages.

The non-prevailing party shall reimburse the prevailing Parties its cost including but not limited to attorney's fees and cost of litigation.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals the day and year first above written.

SUBLANDLORD:

LAKE GENEVA MARINE
COMPANY, LTD

By: 

Kevin Kirkland, Owner/President

SUBTENANT:

GENEVA LAKE LAW
ENFORCEMENT AGENCY

By: 

Dr. William Duncan, _____


Consent to Sublease

Landlord hereby provides its consent as Landlord to the subletting of the Sublease Premises, as set forth in this Sublease.

LANDLORD:

VILLAGE OF FONTANA-ON-
GENEVA LAKE

Date: 2/18/21

By: 
Patrick Kenny, Village President

Attest: 
Theresa Loomer, Village Clerk

COMMERCIAL LEASE

THIS LEASE hereinafter made and effective this 20th day of March, 2014, retroactive in effect, *nunc pro tunc* to January 1, 2014 ("Lease"), by and between the VILLAGE OF FONTANA-ON-GENEVA LAKE, (hereinafter referred to as "Lessor") and LAKE GENEVA MARINE COMPANY, LTD. (hereinafter referred to as "Lessee"), pursuant to which the parties agree as follows:

1. LEASE PREMISES.

The Lease Premises shall be comprised of the areas described in this Section 1. (Lease Premises") as follows:

- (a) Lots 5, 6, 7, 8, 9 and the north 2/3's of Lot 10 in the Lake View Subdivision, and the building currently located thereon.
- (b) A parcel of land approximately due east of Lots 6 and 7 and the north 2/3's of Lot 8 in the Lake View Subdivision, consisting of approximately 80 feet along and parallel to Geneva Lake, excepting therefrom the public right of way know as Lake Street.
- (c) The paved area depicted on Exhibit "A", attached hereto and incorporated herein by reference, located directly to the west of the building located on the land described in Section 1.(a), above, but not including the Village parking lot, except as set forth in Section 1.(d).
- (d) The one parking spot in the Village parking lot depicted on Exhibit "A".
- (e) The Lease Premises shall include:

- i. The right to place two (2) shore stations across from the portion of the Lease Premises described in Section 1.(b), above.
- ii. The right to use the two Lessor piers located across from the portion of the Lease Premises described in Section 1.(b), above, and depicted in Exhibit "A"; provided, however, that the right to use the two piers shall be limited to the south side of the northern most pier depicted in Exhibit "A" and all of the southern most pier depicted in Exhibit "A" as "All Lake Geneva Marine Co."

2. LEASE TERM AND RENT.

The term of this Lease shall begin on January 1, 2014 and end on December 31, 2024 (the "Lease Term") on terms and conditions set forth more specifically in this Lease. Lessor may terminate this Lease on not less than 90 days written notice of termination to Lessee, provided said termination may only be given after December 31, 2019 and between the dates of June 1 and September 30 of each year after December 31, 2019 (except as set forth in Section 9.(d), herein). In the event the Lessor does give a termination notice after December 31, 2019, then Lessor shall reimburse the Lessee for one-half the cost of Facade Improvements called for herein.

The lease payment for the Lease Premises shall be Forty Thousand Six Hundred Ninety Seven Dollars and no/100 (\$40,697.00) for 2014. Said lease payment shall increase by three percent (3%) each year of the Lease Term, thereafter. Payments shall be made quarterly in equal amounts as follows: 25% on January 1st, 25% on April 1st, 25% on July 1st and 25% on October 1st each lease year of the Lease Term.

3. TAXES AND LICENSES.

In addition to the Net Rent above specified for and during the term hereof:

- (a) Lessee shall obtain all permits and licenses required by any and all laws of any federal, state or other government agency, and pay all fees therefore.
- (b) Lessee shall be liable during the term of this lease, and any extension thereof, for all personal property or trade fixture taxes levied on or about the Lease Premises. In the event Lessor pays such taxes, Lessor shall have the right to demand reimbursement from the Lessee and said Lessee shall repay the Lessor for taxes so paid.
- (c) Lessor shall be responsible for real estate taxes, if any.

4. LESSEE'S INSURANCE.

Lessee shall procure insurance satisfactory to Lessor and maintain said insurance during the term of this Lease, and any extensions thereof, at its own cost and expense, a policy or policies of insurance in form satisfactory to the Lessor, insuring Lessor and Lessee as their interests may appear against:

- (a) Comprehensive public liability, including environmental liability, covering the Lease Premises and the use and operation thereof, with a combined single limit of One Million dollars of injury to or death of persons and loss of or damage to property.
- (b) Fire and extended coverage insurance on all trade fixtures and other personal property and equipment owned or installed by the Lessee in the Lease Premises. Lessee shall be responsible for replacement of any broken glass at Lessee's sole expense.

Any insurance required to be procured and maintained by the Lessee under the provisions of this lease shall not be subject to cancellation except after ten (10) days prior written notice to Lessor. All policies of insurance required to be furnished hereunder shall be deposited with the Lessor prior to the commencement of the term hereof and extensions thereof; provided, however, that if Lessee shall maintain any insurance required hereunder under a blanket policy, Lessee shall have sufficiently complied with the terms hereof by furnishing Lessor a certificate of certificates for the same.

5. LESSOR'S INSURANCE.

Lessor shall procure and maintain fire and extended coverage insurance on all buildings and other improvements located on the Lease Premises in an amount equal to the full replacement value thereof.

6. MAINTENANCE, REPAIR AND REPLACEMENT.

Lessor shall at all times during the Lease term and at its own cost and expense repair, replace and maintain in a good, safe and substantial condition, the structural portions of the building located on the Lease Premises including, by way of limitation, the roof, walls, foundation and floors, but specifically excluding any underground storage tanks.

Lessee shall at all times during the Lease term and at its own cost and expense repair, replace and maintain in a good, safe and substantial condition the Lease Premises and the launch located at the lake directly in front of the Lease Premises, other than the structural portions of the building located on the Lease Premises, in compliance with any applicable statutes and ordinances, and shall yield the Lease Premises back to the Lessor upon the termination of this Lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same

condition of cleanliness, repair and sightliness as of the date of the execution hereof. Lessee's responsibility for repairs, replacement and maintenance shall include by way of illustration, but not by way of limitation, all glass, heating and cooling systems, underground storage tanks, plumbing, toilets, lighting, floor and wall coverings, and doors. Lessee further agrees to prevent waste, damage or injury to the Lease Premises.

7. USE AND CARE OF LEASE PREMISES BY LESSEE.

- (a) Lessee's User of Lease Premises – General. The Lease Premises are to be used by Lessee only for the purpose of watercraft repair and service and related uses. The rental of watercraft, boats or jet skis is specifically prohibited; provided, however, that said prohibition shall not extend to or include the rental of non-motorized watercraft, including non-motorized kayaks, rowing shells and paddle boards. Lessee shall not store, keep or park on the Lease Premises or thereabouts, any watercraft or other vehicle for storage. No automobile or motor vehicle repair or maintenance work, except as provided herein, shall be conducted on the Lease Premises. All watercraft repair and service, except for incidental outside watercraft repair and service, shall take place completely inside the structure located on the Lease Premises. Only occasional, incidental parking by Lessee of trucks, vehicles or trailers in the Village parking lot behind the Lease Premises shall be allowed.
- (b) Care and Maintenance. Lessee shall use and occupy the Lease Premises in a careful, safe and proper manner and shall keep the Lease Premises in a clean and safe condition in accordance with local ordinances and the lawful

directions of proper public officers. Lessee shall use and maintain the Lease Premises consistent with present reasonable standards of good operation.

- (c) Extra Hazardous Activity. Lessee shall not do or omit any act which would contravene Lessor's policies insuring against loss or damage by fire or other hazards, or which will prevent Lessor from procuring such policies in companies acceptable to Lessor. If anything done or omitted by Lessee causes the rate of fire or other insurance on any portion of the Lessor parcel to be increased, Lessee shall pay the amount of such increase promptly upon Lessor's demand.
- (d) Rubbish and Trash. Lessee shall not permit the accumulation of rubbish, trash or garbage or other refuse in and around the Lease Premises, and shall keep such refuse in proper containers on the Lease Premises until ready for removal. The procurement of services for the removal of such rubbish, trash, garbage and other refuse is the responsibility of the Lessee. The location of the refuse containers shall be subject to approval by Lessor.
- (e) Indemnification by Lessee. Commencing on the date which Lessee shall enter upon the Lease Premises, Lessee shall indemnify Lessor and hold Lessor harmless from and against any and all claims, actions, demands, expenses and judgments (including reasonable attorney fees) for loss, damage, or injury to property or person resulting or occurring by reason of the construction, use, or occupancy of the Lease Premises by Lessee except Lessee shall not indemnify Lessor to the extent of Lessor's own negligence.

If Lessor is made a party to any litigation commenced by or against Lessee, Lessee shall protect and hold Lessor harmless and pay all costs, expenses and reasonable attorney fees that may be incurred or paid by Lessor in enforcing the covenants and agreements of this Lease.

- (f) Signs. Lessee shall not erect or maintain any exterior signs without the prior written consent of Lessor. Upon vacating the Lease Premises, Lessee shall remove all signs and repair all damage caused by such removal.
- (g) Waste. Lessee shall permit no waste, damage or injury to the Lease Premises. Lessee shall initiate and carry out a program of regular maintenance and repair of the Lease Premises, including the painting or refurbishing of all areas of the interior to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in an attractive condition.
- (h) Village Ramp. The Lessee shall have the nonexclusive use, for watercraft service and storage customers associated with Lessee's business undertaken on the Lease Premises of the Village Municipal Launch Ramp located at the lake off the end of Third Avenue. If Lessee utilizes the Village Municipal Launch Ramp as set forth herein, Lessee shall pay to the Village the then current commercial launch fee. In addition, Lessee shall have non-exclusive use of the launch located on the lake directly in front of the Lease Premises.

8. UTILITIES.

At all times during the term of this Lease, and any extensions thereof, Lessee shall pay all charges and expenses for water, sewer, telephone service, electricity, heating or any other

charges for services or utilities actually used by Lessee, and Lessee shall not at any time permit any lien or claim to be filed against the Lease Premises or any part thereof on account of any such expense or charge for the same. This obligation shall survive the term of this Lease.

9. ALTERATIONS, ADDITIONS AND IMPROVEMENTS BY LESSEE.

- (a) Subject to the limitation that no substantial portion of the building on the Lease Premises shall be demolished or removed by the Lessee without the prior written consent of Lessor, Lessee may, at Lessee's sole cost and expense, at any time during the Lease Term, subject to Lessor's prior written consent and the conditions set forth below, make alterations, additions, or improvements in and to the Lease Premises and the building located on the Lease Premises. Alterations may be made only after Lessor approves plans in writing. Lessor may withhold consent to any proposed alteration for any reason. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the building on the Lease Premises, or change the purpose for which the building, or any part thereof, may be used.
- (b) Conditions with respect to alterations, addition, or improvements are as follows:
 - (i) Before commencement of any work, all plans and specifications shall be filed with and approved by the Lessor and all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in

accordance with requirements of local regulations. The plans and specifications for any alterations shall be submitted to Lessor for written approval or conditional approval prior to commencing work, which said approval may be withheld for any reason.

- (c) All alterations, additions and improvements, other than Lessee's trade fixtures, equipment and personal property, which may be made or installed by Lessee upon the Lease Premises, shall be property of the Lessor, and shall remain upon and be surrendered with the Lease Premises, as a part thereof, without compensation or credit to the Lessee. All alterations, additions, and improvements, trade fixtures, equipment and personal property, whether attached to the Lease Premises or not, and which are installed and purchased by the Lessee, may be removed at any time by the Lessee prior to the termination of this Lease, provided the Lease Premises are restored by Lessee, at Lessee's expense, to the condition they were in at the time of the execution of this Lease, acts of God, catastrophic events and normal wear and tear excepted.
- (d) Facade Improvements. Notwithstanding any requirement to the contrary set forth herein, Lessor and Lessee do agree that Lessee shall, as a material term to this Lease, undertake the facade improvements described and depicted in Exhibit "B", attached hereto and incorporated herein by reference ("Facade Improvements"), all at Lessee's sole expense. Said Facade Improvements shall be installed by Lessee by November 1, 2014. Within 30 days of

completion, Lessee shall provide Lessor with paid receipts and lien waivers from all contractors undertaking work on the Facade Improvements. If Lessee fails to comply with the terms of this Section 9.(d), Lessor may terminate this Lease by giving Lessee a 90 day notice of termination of this Lease.

10. ASSIGNMENT AND SUBLEASING.

The Lease Premise shall not be further sublet or assigned in whole or in part to any person other than Lessee, and Lessee shall not assign this Lease without, in each case, first obtaining the written consent of Lessor, which said consent may be withheld for any reason; nor permit to take place by any act or default by itself or any person within its control any transfer by operation of law of Lessee's interest created hereby; nor offer to lease or sublease the Lease Premises, or any portion thereof by placing notices or signs "to let" or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, first obtaining written consent of the Lessor. The proposed sale or transfer of 50% or more of the ownership in the Lessee entity shall be considered an assignment for purposes of this Section. If Lessee shall make any assignment for the benefit of creditors, or shall be adjudged bankrupt, Lessor may terminate this Lease in its sole discretion, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent set forth within Section 2 of this Lease for the unexpired portion of the Lease Term hereby created, as liquidated damages.

11. LESSOR'S REMEDIES.

If Lessee shall vacate or abandon the Lease Premises or permit the same to remain vacant or unoccupied for a period of ten (10) days, or in case of the non-payment of the rent as called forth in

this Lease, or any part thereof, or for the breach of any covenant set forth in this Lease, Lessee's right to possession of the Lease Premises shall thereafter terminate, with or without any notice or demand whatsoever, such that possession of the Lease Premises thereafter by Lessee shall constitute a forcible detainer of the Lease Premises; and if Lessor so elects, but if not otherwise, and with or without notice of such election or any notice or demand whatsoever, this Lease shall terminate and upon the termination of Lessee's right of possession, as aforesaid, whether this Lease is terminated or not, Lessee agrees to surrender possession of the Lease Premises within fifteen (15) days of the receipt of any demand for rent, notice to quit or demand for possession of the Lease Premises whatsoever, and hereby grants the Lessor full and free license to enter into and upon the Lease Premises and any part thereof, to take possession thereof with or without process of law, and to expel and remove Lessee or any other person who may be occupying the Lease Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may repossess himself of the entire Lease Premises. Lessee hereby waives all notice and any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever of any and every nature, which may or shall be required by any statute of the State of Wisconsin relating to entry and detainer, or to landlord and tenant, or to any statute or by common law of the State of Wisconsin, during the term of this Lease or any extension thereof, except as provided herein. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving of making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice and demand or of any other right

hereby given to Lessor, or as an election not to proceed under the provisions of this Lease. In the event Lessor elects to terminate Lessee's right of possession to the Lease Premises because of default as set forth herein, this shall not affect the Lessee's obligation for the payment of rent pursuant to the terms contained in this Lease. Lessee shall be responsible for the payment of rent during the term of this Lease in all instances.

In addition to the above, Lessee shall pay upon demand, all Lessor's costs, charges and expenses, including fees of attorneys, agents or others retained by Lessor, incurred in enforcing any of the obligations of the Lessee under this Lease or in any litigation, negotiation or transaction which the Lessor shall, without Lessor's fault, become involved through or on account of this Lease.

12. GOVERNING LAW.

This Lease shall be governed by the laws of the State of Wisconsin. 13.

13. SEVERABILITY.

In the event that any portion of this Lease shall be adjudicated to be void or of no legal consequence, the remaining provisions of his Lease agreement shall remain in full force and effect.

14. NOTICES.

Notices required under this Lease shall be served in accordance with 704.21 of the Wisconsin Statutes. Notice to the Lessor, the VILLAGE OF FONTANA-ON-GENEVA LAKE, shall be sent to the Village Hall, P.O. Box 200, Fontana, Wisconsin 53125. Notice to the Lessee, LAKE GENEVA MARINE COMPANY, LTD., shall be sent to P.O Box 199, Fontana, Wisconsin 53125.

15. DAMAGES AND DESTRUCTION.

If the Lease Premises are damaged by any peril covered by standard policies of fire and extended coverage insurance to an extent no less than twenty-five percent (25%) the cost of

replacement of Lease Premises, the damage to what portion of the Lease Premises which Lessor is obligated to insure shall promptly be repaired by Lessor at Lessor's expense, provided that in no event shall Lessor be required to repair or replace Lessee's stock-in-trade, trade fixtures, furniture, furnishings, special equipment, property of Lessee's customers or clients or any other items of personal property which Lessee is obligated to insure. If such damage occurs and (a) Lessor is not required to repair as set forth in the preceding sentence, or (b) the Lease Premises are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Lease Premises, or (c) the building of which the Lease Premises are a part is damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (d) such damage occurs during the last three (3) months of the term of this Lease, Lessor may elect either to repair or rebuild the Lease Premises or the building of which the Lease Premises are a part, as the case may be, or to terminate this Lease upon giving notice of such election in writing to Lessee within thirty (30) days after the occurrence of the event causing the damage. If the casualty, repairing, or rebuilding shall render the Lease Premises untenable, in whole or in part, and the casualty was not caused by Lessee's negligence or improper use, a proportionate abatement of the rent shall be allowed from the date when the damage occurred until the date Lessor completes the repairs or rebuilding. The proportion shall be computed on the basis of the relation which the gross leasable area of the spaces rendered untenable bears to the gross leasable area of the Lease Premises. If Lessor is required or elects to repair the Lease Premises as provided, Lessee shall repair or replace its stock-in-trade, trade fixtures, furniture, fixtures, floor and wall coverings, special equipment, property of Lessee's customers or client and other items of personal property which Lessee is obligated to insure in a manner and to at least a

condition equal the that prior to its damage or destruction, and the proceeds of all insurance carried by Lessee shall be held in trust by Lessee for the purpose of such repair and replacement.

16. MORTGAGE SUBORDINATION.

Upon written request by Lessor, Lessee shall subordinate its rights under this Lease to the lien of liens of any mortgages or deeds of trust that may be placed upon the Lessor parcel and the Lease Premises, provided the mortgagee or trustee named in the mortgages or deeds of trust agrees to recognize the Lease of Lessee in the event of foreclosure if Lessee is not in default. Any mortgagee or trustee may elect to have this Lease prior to the lien of its mortgage or deed of trust. Upon such election and upon notification by such mortgagee or trustee to that effect, this Lease shall be deemed prior in lien to the mortgage or deed of trust. Lessee shall, upon the request of Lessor or any mortgagee, or any trustee, execute and deliver whatever instruments may be required to carry out the intent of this Section. If Lessee fails to do so, Lessee hereby irrevocably appoints Lessor its attorney in fact to execute the instruments. Lessee shall in the event of the sale or assignment of Lessor's interest in the Lessor parcel, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Lessor parcel, attorn to and recognize such purchaser or mortgagee as Lessor under this Lease.

17. ESTOPPEL CERTIFICATES.

Lessee shall, upon request in writing from Lessor, execute, acknowledge, and deliver to Lessor, or to Lessor's mortgagee or financial institution, a statement in writing and in form and substance satisfactory to Lessor certifying to all or any part of the following information as is true and ascertainable: (a) that this Lease constitutes the entire agreement between Lessor and Lessee and is unmodified and in full force and effect (or if there have been modifications, that the Lease is in

full force and effect as modified and stating the modification); (b) the dates to which the minimum rent, percentage rent, additional rent, and other charges have been paid, and the amount of any security deposited with Lessor; (c) that the Lease Premises have been completed on or before the date of such letter and that all conditions precedent to the Lease taking effect have been carried out; (d) that Lessee has accepted possession, that the Lease term has commenced, that Lessee is occupying the Lease Premises and the Lessee knows of no default under the Lease by the Lessor and that there are no defaults or offsets which Lessee has against enforcement of this Lease by Lessor; the actual commencement date of the Lease and the expiration date of the Lease; and (f) that the Lessee's business is open and continuing.

18. INDEMNIFICATION.

In addition to any other Lessee obligation imposed pursuant to this Lease or by law, Lessee agrees to indemnify and save Lessor harmless for any and all claims, damages, costs or expenses, including reasonable attorney fees, in any matter arising out of or in connection with Lessee's use or management of the Lease Premises, including but not limited to the conduct or management of the business conducted by the Lessee in the Lease Premises, or any negligence of the Lessee or its agents, employees, concessionaires, licenses, customers or invitees. In case any action or proceeding is brought against Lessor, by the reason of such claim, Lessee, upon notice from Lessor, shall defend such action or proceeding.

19. EASEMENTS, AGREEMENTS OR ENCUMBRANCES.

The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Lease Premises, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

20. PRIOR LEASE TERMINATED.

The Parties do agree that this Lease is intended to replace the prior lease dated December 7, 2009, and amended on May 4, 2010 ("Prior Lease"), which said Prior Lease is hereby terminated and of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first written above, effective January 1, 2014, *nunc pro tunc*.

LESSOR:

VILLAGE OF FONTANA-ON-GENEVA LAKE

By: 

Arvid Petersen, Village President

Attest: 

Dennis L. Martin, Village Clerk

LESSEE:

LAKE GENEVA MARINE COMPANY, LTD.

By: 

Attest: 

GUARANTEE

For value received, and in consideration of and to induce LESSOR to enter into the Lease with LESSEE, the undersigned, Kevin Kirkland, hereby guarantees the payment of monies due under the Lease and the performance of the covenants by LESSEE during the Lease Term and thereafter. The obligations of the undersigned pursuant to this guarantee shall survive the Lease Term.


By: Kevin Kirkland, Individually



EXHIBIT
"A"

EXHIBIT "A"
(page 17 of 23)



RECEIVED
MAR 03 2014
LAKE GENEVA, WISCONSIN

PROPOSAL

P.O. BOX 527
FONTANA, WI 53125-0527
262-275-2200 FAX-2192

TO: Lake Geneva Marine Co. Attn: Kevin Kirkland PO Box 199 Fontana, WI 53125	PHONE: 262-275-5708	DATE: 3-March-2014
	JOB ADDRESS:	TAX KEY:
		WORK:
		FAX:
	EMAIL: kgkirkland@yahoo.com	CELL PHONE: 262-903-9606

We hereby submit specifications and estimates for:

Lake Front Renovations

Lake Front Renovations for Lake Geneva Marine Co. as per plans dated 3 March 2014.

NOTE: Change orders will be billed at a Special Client 10% Discount Rate of \$63.00 per hour.

Normal labor rate is \$70.00 per hour.

Subcontractors, permits, and material rates will be billed at cost plus 20% GPM.

If the local building inspector has Home Design Mfg. deviate from this proposal,
extra charges may be incurred.

(Total job cost + percentage inverse = Total Contract Sale)

(20% GPM Example: \$80 + .80 = \$100.00)

We Propose hereby to furnish material and labor - complete in accordance with the above specification for the sum of:

\$88,000.00

Payment(s) to be made as follows:

Deposit of \$20,000.00 - Progress Draws - Balance Upon Completion

NOTICE TO CUSTOMER. CUSTOMER RIGHT TO CANCEL.

You may cancel this agreement by mailing a written notice to Home Design Mfg. Corp., P.O. Box 527, Fontana, WI 53125-0527, before midnight of the third business day after you have signed this agreement. If you wish, you may use this page as that notice by writing "I hereby cancel", adding your name and address. A duplicate of this page is provided by the seller for your records.

As required by the Wisconsin Construction Lien Law, Builder hereby notifies Buyer that persons or companies furnishing labor or materials for the construction on Buyer's land may have lien rights on Buyer's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Builder, are those who contract directly with the Buyer or those who give the Buyer notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Buyer will probably receive notice from those who furnish labor or materials for the construction and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the Buyer and the lender, if any, to see that all potential lien claimants are duly paid.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Note: This proposal may be withdrawn by Home Design if not accepted within 30 days. Home Design reserves the right to review this contract after 30 days and adjust the contract amount according to current industry standards and pricing.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined as above.

Date of Acceptance: 3/3/14

EXHIBIT

"B"

Signature

Signature

EXHIBIT "A"
(page 18 of 23)

EXCAVATING: Saw cut 2 existing hard surface areas on west side of building 36"x36" on parking area and dispose of debris. Drill (4) pylons 48" deep x 24" round footings as per plan removing soil from site upon finish.

CONCRETE: Pour (4) concrete footings 12" deep by 24" round with 12" column forms 2" above grade. Back fill holes and patch flat work concrete back in around the two areas of surface that were removed for excavation with poured concrete.

POSTS: Install (4) 12"x12" Doug Fir laminated posts in appearance grade Doug Fir, for the East and West large gable column supports with post base brackets.

FRAMING: To have (6) 5"x12" roof beams, (2) 3"x12" arched gable beams, (2) 3"x5" gable post beams 2x8 rafters used on large gables. For one small gables, supply and install (3) 3"x7" corbel knee braces, and 2x6 roof rafters, all roofs to have ½ CDX plywood roof sheathing.

SIDING: On lakeside of building remove all vinyl siding and dispose of. Install felt barrier on wall. Install Tongue and Groove horizontal 5" exposure tight knot rough sawn Cedar with 5/4 x 4" Cedar rough sawn tight knot trim around windows, doors and corners. Install fur strips as needed using existing furring also color to be White. Install Copper Penny coil stock on top of parapet for finished maintenance free cap.

SOFFIT: To be 1x6 Tongue and Groove Knotty Cedar.

FASCIA: Aluminum Copper Penny over sub fascia's on all new gables and eaves.

ROOFING SYSTEM: On new Gables install 24 gauge McElroy Metals Meridian roof system. Install 30 lb. felt over decking and eave and rake flashings. Install 16" locking panels with hidden fasteners. Install C channel at ridge with 8" cape metal. Install all necessary wall flashings.

WINDOWS: Install (2) 8'-6"w. x 8'h. openings on each side of garage door on east lakeside to enlarge openings. Aluminum framing to be Kawneer 451T Clear Anodized Finish. Install (4) awning venting windows at the bottom of the openings (2 per opening 20" tall) thermopane. Energy Efficient glass to be 1" overall Bronze tinted LowE tempered. Demo of existing window unit in included. Sill flash and perimeter caulking in and out. Awning windows to be Gerkin or Desco with roto handle, screens, and thermally broken framing.

EXTERIOR STAIN: (1) coat of Sikkens SDR on 1x6 tongue and groove soffits, posts and beams on all new gables.

OVERHEAD GARAGE DOORS: Take down old doors and haul away. Furnish and install (1) 12'x14' #3550 Heavy Duty Aluminum door with 2" thick extruded aluminum rails & stiles. Glass to be full view and Bronze tinted in color with 15" radius track. Furnish and install (1) 12'x10' door with same attributes as above, both doors will have a weather seal.

DOOR CANOPIES: Remove existing north side blue canopy from existing location and relocate to west side service door. Also supply and install three Navy Blue Sunbrella fabric canopies on lake side windows with company logos on valance's. Canopies to have 36" projection and 18" drop in Navy color.

LAKE SIDE EAST OFFICE EXTERIOR: Remove and dispose of existing awnings on east end of building. Clean with a pressure washer the existing stonework on east front of building, as well as some miscellaneous tuck pointing, and then sealing stonework with (2) coats of Siloxane masonry sealer and new matching Tongue and Groove siding on 8'x8' wood area of old window.

BY OWNER: Permit fees and permit related charges.

Henry S. Sells
3 March 2014

LAKE GENEVA MARINE

RECEIVED
MAR 03 2014
HILLTOP COMMUNITY

Notes will be
for Kevin

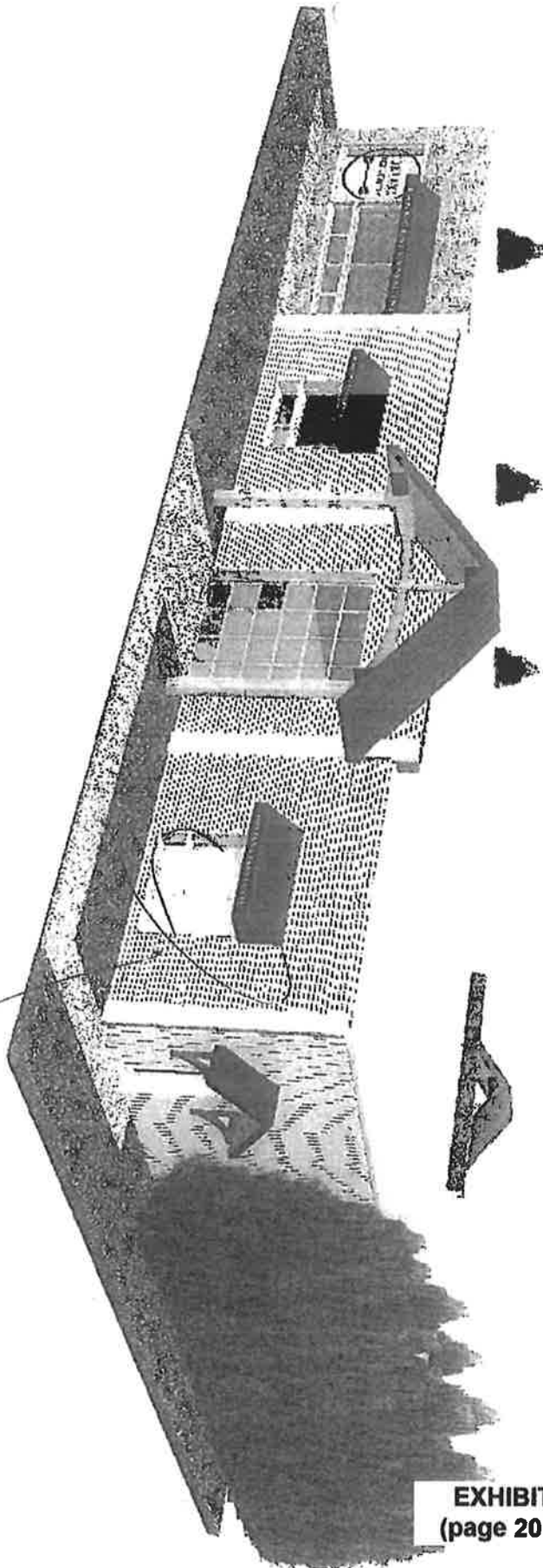


EXHIBIT "A"
(page 20 of 23)



HOME DESIGN MFG.
PO BOX 527
FONTANA, WI 53125
262-275-2200

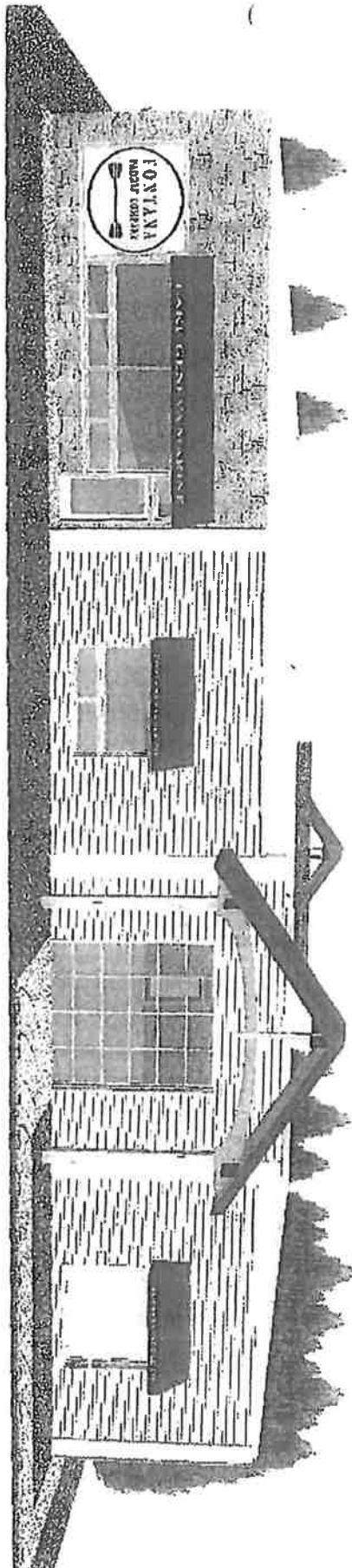
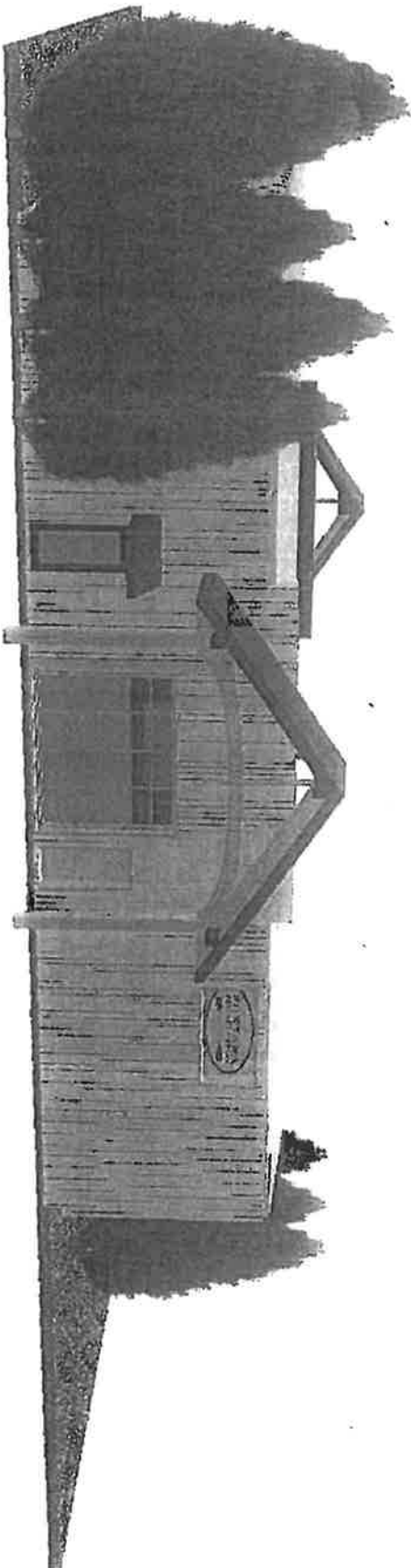


EXHIBIT "A"
(page 21 of 23)

DESIGN • BUILD • REMODEL



EXHIBIT "A"
(page 22 of 23)

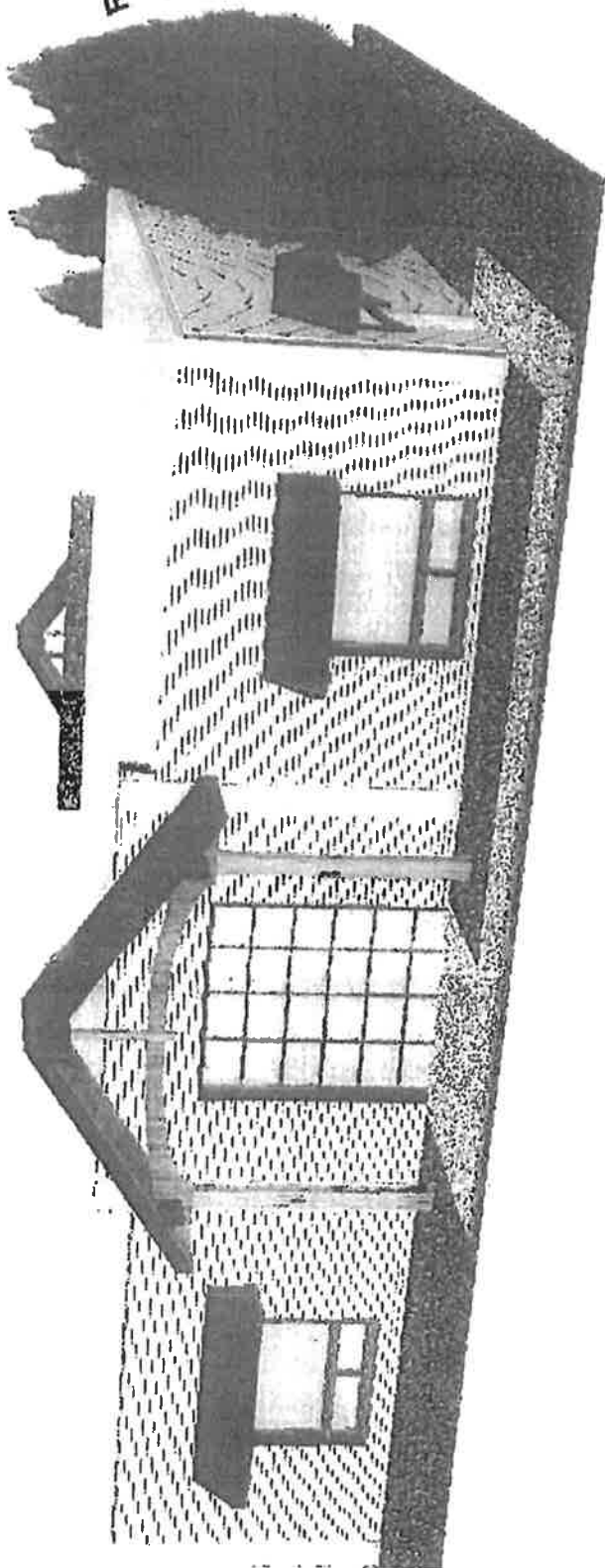


3 March 2014

RECEIVED

MAR 03 2014

WILLIAM J. BROWN



REMODEL FLOOR PLAN

SCALE 1/8" = 1'-0"

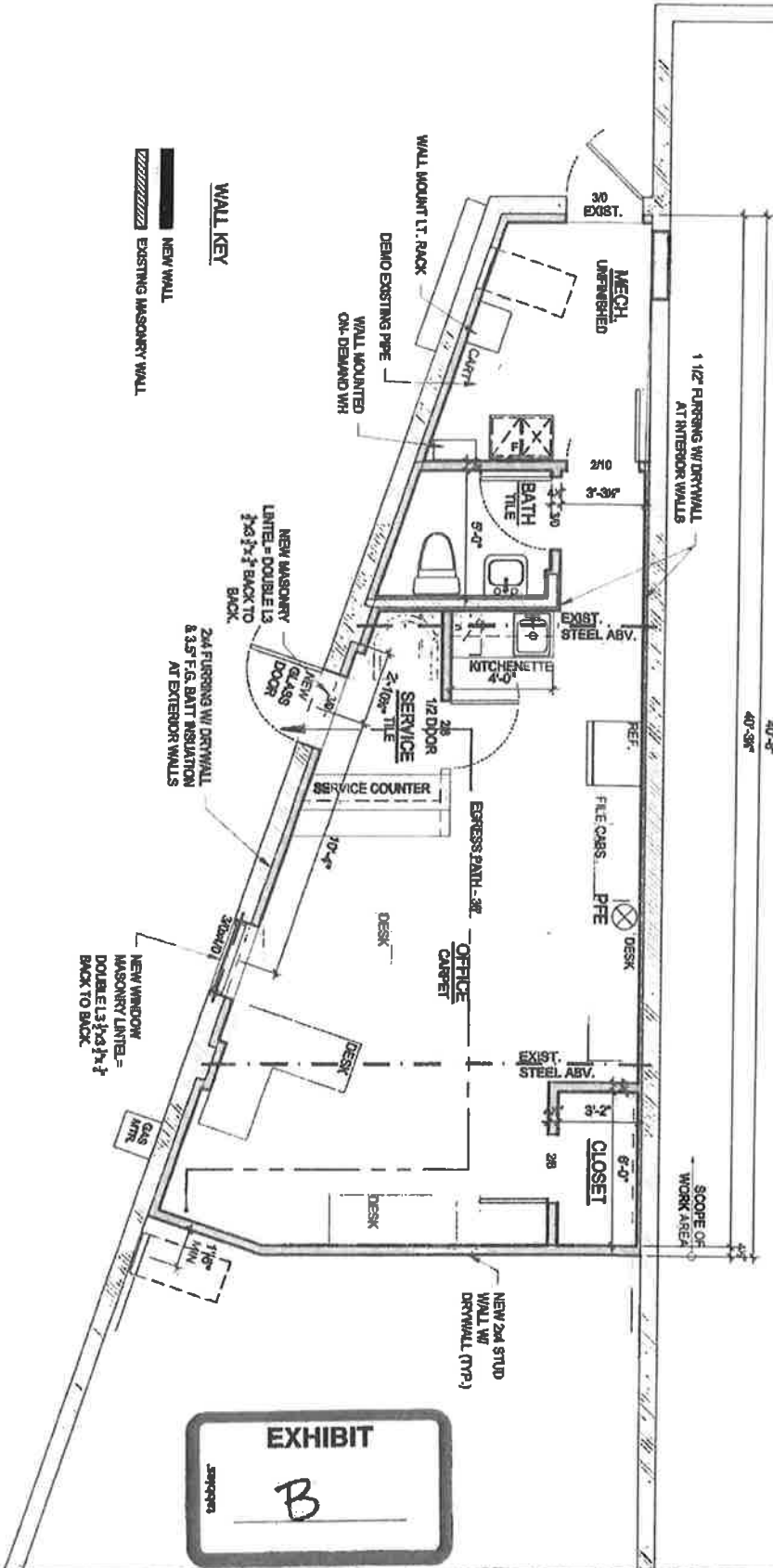


FOCUS
ENGINEERING LLC
607 Davis St., Elkhorn, WI 53121
(262) 215-5255
contract@focusengineeringllc.com
www.focusengineeringllc.com

Client
GLEA
Project Name
454 LAKE ST. FONTANA, WI
53125

Date 01-28-2021
Project 2021-01-016
Drawn by DNF
Checked by MHP
SHEET NUMBER A2

WALL KEY
NEW WALL
EXISTING MASONRY WALL

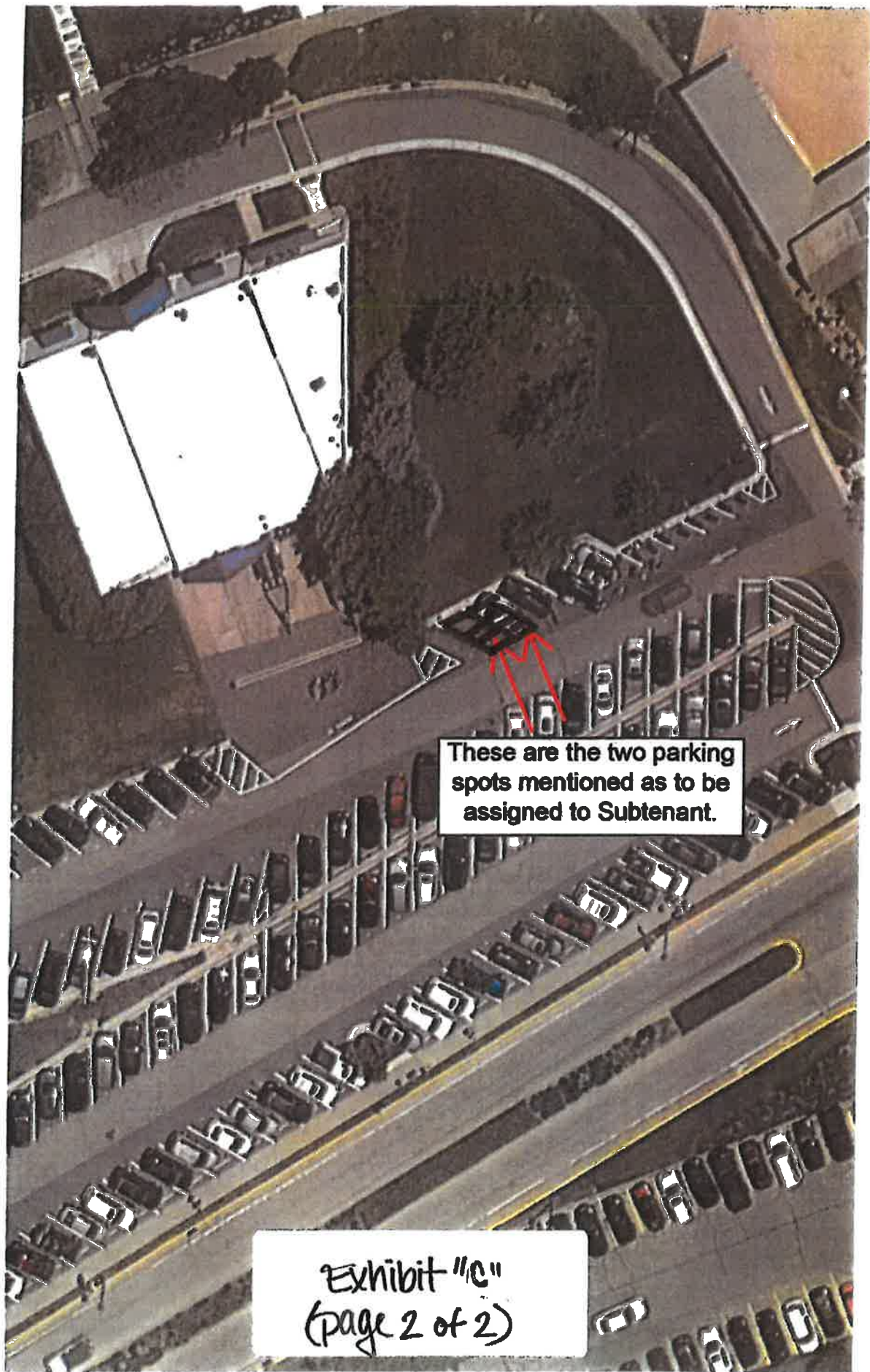


Pier NO. 1



Fontana Beach

Exhibit "C"
(page 1 of 2)



These are the two parking spots mentioned as to be assigned to Subtenant.

Exhibit "c"
(page 2 of 2)