LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS DEPARTMENT
AND
TWO WEATHERVANES, LLC

This Lease Agreement ("Lease") is made and entered into effective _____, (the “Effective Date”) by and between the MILWAUKEE COUNTY PARKS DEPARTMENT (the "County" or "Landlord") and TWO WEATHERVANES, LLC ("Tenant"), as represented by: Virginia Emmons , 5914 Currant Lane, Greendale, Milwaukee County. Referenced together, the Landlord and the Tenant are "Parties" to this Lease.

WHEREAS, on July 29, 2025, Milwaukee County issued a competitive Request for Proposals (“RFP”) to identify a qualified operator for Trimborn Farm, a historic property in Greendale, Wisconsin, with the goal of preserving its historic structures, activating the site for public use, and ensuring sustainable long-term operations; and through this process, Two Weathervanes, LLC, a Wisconsin Domestic Limited-Liability Company previously established by Ms. Emmons, was selected and awarded the opportunity based on its responsive and comprehensive proposal (the “RFP Response”), which demonstrated the experience, expertise, and commitment necessary to successfully manage, preserve, and enhance Trimborn Farm for the benefit of the community; and

WHEREAS, Two Weathervanes, LLC (“Tenant”) desires to operate, steward, and activate the historic property known as Trimborn Farm, located at 8881 W. Grange Avenue, Greendale, Wisconsin 53132, through restoration and preservation efforts, responsible programming, educational and cultural activities, and community engagement, while promoting appropriate public access consistent with the historic character and significance of the site; and

WHEREAS, the parties acknowledge the historic and community value of Trimborn Farm and the importance of preserving and maintaining its historic structures, expanding thoughtful public activation of the property, and ensuring that long-term operations are conducted in a manner that promotes responsible stewardship, financial and operational sustainability, and continued public benefit.

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution _____ on _____, has authorized the Milwaukee County Parks Department to enter into this Lease with the Tenant for and on behalf of Milwaukee County; and

WHEREAS, Milwaukee County is a municipal body corporate in the State of Wisconsin, and the mission of the Milwaukee County Department of Parks (“Parks”) is to steward a thriving park system that positively impacts every visitor by responsibly managing and conserving

the County's natural, cultural, and recreational resources for the benefit of the community; and

WHEREAS, recognizing that restoration and activation of this property is advantageous to both Parties, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. BUILDING AND PREMISES: Tenant shall lease the specified buildings and land located at 8881 W. Grange Ave. Greendale, WI 53132 ("Premises"). The Premises is further defined in Exhibit A.

2. TERM: This Lease shall be for an initial term of five (5) years commencing on the Effective Date, unless sooner terminated as provided herein.

3. RENEWAL: Upon expiration of the Initial Term, any extension of this Lease shall be solely at the discretion of the County and subject to the Parties' mutual written agreement. The Parties may agree to extend the Lease for up to two (2) additional consecutive ten (10) year periods (each, a "Renewal Term"). Tenant shall submit any request for a Renewal Term in writing no less than twelve (12) months prior to the expiration of the Initial Term or then-current Renewal Term; however, County shall have no obligation to grant any such request.

   As a condition of the first Renewal Term, the Parties shall renegotiate in good faith the terms and conditions of this Lease, including, but not limited to, rent, revenue sharing, fees, operating requirements, and any other financial or material provisions. No Renewal Term shall be effective unless and until a written amendment or extension agreement is approved and executed by the County in its sole discretion. Tenant's eligibility for any Renewal Term shall be contingent upon Tenant not being in default and remaining in full compliance with all terms of this Lease, including continued use of the Premises solely for the Permitted Use set forth in Section 9. The Initial Term and any approved Renewal Term(s) are collectively referred to herein as the "Term."

4. RENT: The Rent shall be One Dollar ($1.00) per year, payable annually. At Tenant's option, Rent for the entire term of this Lease may be paid in advance in a single lump sum payment at the commencement of the Lease. In the event this Lease is terminated before the expiration of the Lease term for any reason, any Rent paid in advance shall not be refunded.
   Checks shall be made payable to the Milwaukee County Treasurer and mailed or delivered to: Milwaukee County Parks, 9480 Watertown Plank Road, Wauwatosa, Wisconsin 53226, Attn: Accounting Department. The obligation of Tenant to pay Rent is hereby declared to be an independent covenant.

5. REVENUE SHARE: In addition to the Rent required under this Lease, Tenant shall pay to Milwaukee County certain annual revenue share payments derived from operations conducted at the Premises ("Revenue Share"). For purposes of this Section, "Net Revenue" shall mean the total gross revenue generated from the applicable activity conducted on the Premises, less only those reasonable, customary, and necessary direct costs actually incurred by Tenant in connection with such activity, including labor directly associated with the activity, cost of property repairs and maintenance, cost of goods sold, and supplies or materials used in the provision of such activity.

   Net Revenue shall not include indirect overhead, administrative expenses not directly attributable to the activity, depreciation, amortization, financing costs, management fees paid to affiliated entities, or any other non-operating or discretionary expenses. All deductions from gross revenue must be commercially reasonable, consistent with generally accepted accounting principles, and subject to review by Milwaukee County upon reasonable request.

   The Revenue Share shall be equal to fifteen percent (15%) of Net Revenue. Of this amount, (a) seven and one-half percent (7.5%) shall be allocated to a designated maintenance reserve fund for the Premises, to be used for capital repairs, maintenance, and improvements as determined by the County, and (b) seven and one-half percent (7.5%) shall be paid to Milwaukee County Parks as operating revenue.

   Tenant shall maintain complete and accurate books and records of all revenue collected at the Premises, which shall be subject to inspection and audit by the County upon reasonable notice. All Revenue Share payments shall be made in accordance with reporting requirements and timelines established by the County.

6. REVENUE REPORTS: Tenant agrees to compile and provide the County with a detailed ledger in a form satisfactory to the County upon request. The ledger shall provide a record of each financial transaction that takes place during the year and shall hold account information that is needed to prepare the Tenant's financial statements. Additionally, Tenant shall provide its U.S. Corporation Income Tax Return to County annually. The County shall have the right, upon reasonable notice, to review records reasonably necessary to verify the calculation of Revenue Share payments required under this Section.

7. MAINTENANCE RESERVE FUND: Tenant shall establish a Maintenance Reserve Fund for the purpose of maintaining, repairing, restoring, and replacing buildings, structures, and related assets located on the Premises. The Parties acknowledge that ongoing capital investment in the Premises will be necessary over time. The Maintenance

Reserve Fund shall be interest-bearing and funded through the revenue share allocations described in this Lease.
The Parties agree that the Maintenance Reserve Fund shall have a target balance of Fifty Thousand Dollars ($50,000); however, both Parties recognize that achieving this target may take time and may not occur during the Initial Term. Tenant shall make reasonable, good faith efforts to build the balance of the Maintenance Reserve Fund as funds become available.

Funds in the Maintenance Reserve Fund may be used, as available, for maintenance activities, repairs, and capital improvements to the Premises, subject to the approval process set forth below. To the extent the balance reaches or exceeds $50,000, the fund may be used for both major and minor maintenance, repairs, and capital replacement. If the balance falls below the target amount, the Parties intend that future funding through revenue share allocations will be used to replenish the fund over time, as reasonably practicable.
The Maintenance Reserve Fund shall be jointly controlled by Tenant and Milwaukee County, and all withdrawals from the account shall require the joint written approval of the Milwaukee County Parks Executive Director (or designee) and Tenant. All interest generated by the Maintenance Reserve Fund shall remain in and accrue to the benefit of the fund.

Upon termination or expiration of this Lease for any reason, all funds remaining in the Maintenance Reserve Fund, including any accrued interest, shall become the sole property of Milwaukee County.

8. UTILITIES: Tenant shall separately meter and pay all Utilities for the Premises. If it is not possible to separately meter the Utilities, Tenant shall pay to the County the actual utility costs per month for the Premises. The County shall invoice the Tenant for such Utilities costs monthly. Invoices shall be paid within thirty (30) days of issuance. "Utilities" may include sewer, water, gas, telephone, electric, steam, natural gas, and chilled water. Any costs related to the installation, service, and maintenance of Utilities, shall be the sole responsibility of the Tenant.

9. PERMITTED USE: Consistent with County ordinances and other applicable laws, Tenant shall have the use of the Premises for its continuing business and administrative activities. The property may be utilized as:
    a. Historical Sites;
    b. Parks and playgrounds, and related facilities;
    c. Picnicking areas;
    d. Hiking, biking, nature trails, skiing and skating, and related equipment rental/retail;
    e. Outdoor skating rinks, and sledding;

f. Public art galleries and exhibits and exhibition halls;
g. Residential and/or guest housing;
h. Hospitality (including cafe/restaurant, and the sale of food and beverages);
i. Education Programs/Activities;
j. Recreation, and related rental equipment;
k. Retail, market space;
l. Equestrian, hobby farm, petting zoo;
m. Education and/or workshop space.

Tenant shall obtain the prior written approval of Milwaukee County for any significant deviation from the uses described in this Section. Milwaukee County reserves the right to prohibit or remove any permitted use if the County determines, in its reasonable discretion, that such use is inconsistent with the historic character of the Premises or conflicts with the mission, interpretation, or preservation of the farm and its historical significance.

10. COMMUNITY BENEFIT: The Parties acknowledge that the Premises are located within a Milwaukee County park and are held in trust for the benefit and enjoyment of the public. Accordingly, Tenant agrees to operate the Premises in a manner that provides a meaningful public benefit and is consistent with the mission of Milwaukee County Parks.

    Tenant's permitted uses, programming, and operations shall, in the aggregate, support community access, engagement, and enjoyment of the Premises, including through activities such as educational programming, cultural events, recreational opportunities, and other offerings that are reasonably accessible to the public. Tenant shall make reasonable efforts to maintain a balance between private and public uses so that the Premises remain a welcoming and active community asset.

    The Parties acknowledge that the nature and extent of such community benefit may evolve over time. Tenant agrees to collaborate in good faith with County, including through the annual reporting and meeting requirements set forth herein, to review operations and identify opportunities to enhance public access and community-oriented programming in a manner that is operationally and financially sustainable.

    Nothing in this Section shall be construed to require Tenant to operate at a loss or to provide programming that is not reasonably supported by available resources; however, continued operation of the Premises in a manner that provides a general community benefit shall be a material consideration under this Lease.

11. REPORTING: Within thirty (30) days after the conclusion of each annual term commencement anniversary date, Tenant shall submit a written report to the County

listing a description of the numbers and types of activities provided and, if applicable, the focus and types of any new activities planned for the upcoming calendar year.

12. ANNUAL MEETING: Parties shall meet at least annually to review the Lease provisions, operations, activities, maintenance, financials, future plans, and other topics.

13. FOOD AND BEVERAGE SALES: Tenant is permitted to sell food and beverages, including alcoholic beverages served under a Class B and/or Class C tavern license, at the Premises. The concession is operation will be scheduled to be open daily from sunrise to 10 p.m., and as agreed to between Tenant and County, weather permitting. Tenant shall operate in accordance with any municipal, state or federal licenses or occupancy requirements applicable to its operation of the concessions, including liquor sales, except that Tenant shall not dispense or distribute alcohol after 10:00 p.m. The times of operation may be modified upon the written approval of the Parks Director or his/her designee.

    It is the responsibility of Tenant to manage the distribution of alcohol, and Tenant is solely responsible for any incidents involving alcohol sold by Tenant at the Premises. Tenant shall monitor the service of alcoholic beverages, make sure no one under the age of twenty-one (21) is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their drinking.

14. SPECIAL EVENTS: Special Events expected to exceed 300 guests, to be held on the Premises, require the written permission of the County and Tenant shall obtain and may be required to pay for a Special Event Permit at the standard County fee in effect at the time of the Special Event from all governmental authorities having jurisdiction over the Premises.

15. HOURS OF OPERATION: The Parties acknowledge and understand that pursuant to Section 47.27 of the Milwaukee County Code of General Ordinances, the County has the authority to adjust the hours of operation of County parks, including the Premises, in the County's reasonable discretion, and nothing in this Lease is intended to limit or abrogate such authority; provided, however, (i) Tenant, its employees, clients, invited visitors, contractors, and service providers shall have access to the Premises at all times, (ii) the County shall not limit public access to the Premises to less than eight hours a day, and (iii) Tenant shall have the right to host Private Events in the Premises until midnight of any night during the Term. For the sake of clarity, Tenant, employees, invitees, and attendees of Private Events shall have the right to access the Premises through access roads and paths leading to the Premises regardless of whether the Premises is open to the Public.

16. SIGNAGE: Tenant may display appropriate signage relating to its Use with County's prior written consent, which may not be unreasonably withheld (the "Signage"). Tenant hereby covenants and agrees that Tenant shall, at its own cost and expense: (i) be

responsible for ensuring that the Signage is in compliance with all applicable codes, ordinances, statutes, rules and regulations, including any action or rule of any landmark commission having jurisdiction; (ii) obtain and comply with all consents, approvals and permits necessary from all governmental and quasi-governmental authorities and landmark commissions having jurisdiction over the Signage; (iii) insure the Signage as part of its property and shall also carry liability and property damage insurance with respect to the Signage; (iv) ensure that the Signage retains an attractive appearance at all times; and (v) pay all costs associated with creating, designing, manufacturing, installing, cleaning, maintaining, repairing and replacing (if necessary) the Signage. Any signage in County Parks must have the Milwaukee County Parks logo prominently displayed.

17. PUBLIC ACCESS AND USE OF THE PREMISES: The Parties recognize that during the Term of this Lease the Premises is operating as a business entity and that public use of the Premises is mutually desirable. The Premises will be open to the public for tourism and picnics areas in accordance with the guidelines as agreed upon by the County and the Tenant. Tours of facilities can also be scheduled in advance with the Tenant.

18. NAMING RIGHTS: Tenant shall not allow or issue naming rights to any portion of the Premises without County's written consent. If approval is granted, no agreements entered into by Tenant with any third party relating to naming rights shall extend beyond the term of the new Lease.

19. SOUND/AMPLIFIED MUSIC RESTRICTION: Exterior amplified music shall be limited to acoustic and vocal reinforcement to provide background music throughout the Premises and environs. Events or performances with concert style amplification must be approved in writing by the Parks Director or his/her designee. All amplified and ambient music shall comply with the appropriate municipal and Milwaukee County noise ordinances.

20. COUNTY APPROVAL OF ITEMS TO BE SOLD: Tenant shall provide County with a list and pricing information for the products it intends to sell to the public for approval. The Parks Director or his/her designee maintains the right to prohibit the sale or rental of any item that he/she deems to be inappropriate or otherwise within the Milwaukee County Parks System. Tenant agrees to comply with the County's prohibitions including the sale of gum and glass bottles and to operate subject to the Milwaukee County Parks System's exclusive non-alcoholic beverage contract.

21. CLEANLINESS, GARBAGE: Tenant is responsible for maintaining the Premises, and surrounding areas in a state of cleanliness and repair to prevent injury to the public. Tenant is also responsible for the collection and disposal of all municipal solid waste (trash) and recycling associated with its activities. Tenant is strongly encouraged to establish a recycling program to reduce landfill waste. Milwaukee County policy,

attached as Exhibit D, is to reduce and eliminate single-use plastic products and polystyrene foam (Styrofoam™ and similar products) on property owned, operated, or supported by the County. Under this policy, Tenant shall make good faith efforts to choose reusable, recyclable, or compostable products. Tenant shall contract with a commercial waste service and, upon coordination with County, place municipal solid waste and recycling containers in a designated area.

22. DISPOSAL OF FATS, OILS AND GREASE IF APPLICABLE:

i. Prevention of FOG Build-up: Tenant shall keep leftover grease and food scraps from going down the drains. Fats, oils, and grease ("FOG") poured down drains can build up in pipes and sewers and cause sewage backups, which can lead to raw sewage overflows. Large amounts of FOG should be collected and stored in drums or barrels for recycling. Small amounts can be poured into a sealed container and thrown away. Tenant should scrape or wipe FOG from dishware and cookware and put it in the trash.

ii. GCD Installation: Tenant shall have a grease control device ("GCD") meeting all applicable requirements of Wisconsin Administrative Code NR 113 and State of Wisconsin Department of Commerce 82.34 standards. The GCD shall be installed by a plumber licensed in the State of Wisconsin prior to the Tenant's occupancy of the Premises. The GCD shall be installed and connected so that it may be readily accessible for inspection, cleaning and removal of FOG at any time.

iii. Maintenance: The GCD shall be maintained at the Tenant's sole expense. Maintenance shall include the complete removal of all contents, including floating material, wastewater and settled solids. The GCD shall be cleaned no less frequently than once every six (6) months. Grease interceptors shall be pumped out completely when the total accumulation of FOG, including floating solids and settled solids, reaches twenty-five percent (25%) of the overall liquid volume. Frequency of cleaning will depend upon the type of food prepared and how well grease is managed in the kitchen.

iv. Waste Disposal: FOG removed from a grease interceptor shall be disposed of in a solid waste disposal system or by a certified grease hauler. FOG removed from a grease interceptor shall be disposed of at a facility permitted to receive such wastes. No FOG shall be returned, decanted or discharged to any grease interceptor or into any portion of any private or County sanitary sewer system or water treatment facility.

v. Posting of Signage: The Tenant shall post County signage provided to the Tenant regarding FOG disposal in a clear and prominent place in the kitchen at the Premises. County signage shall be posted above the sink at the Premises if such posting is possible and if such posting would not obscure the signage.

vi. Inspection: County shall have the right of entry into the Premises at any time to make inspections, observation, measurements, sampling, testing, or records review of the GCD to ensure that the Tenant is in compliance with this Section 18. Operational changes, maintenance and repairs requested by the County shall be implemented by Tenant at Tenant's sole expense.

vii. Record Keeping: Tenant shall retain and make available for County's inspection and request all records of all cleaning and/or maintenance pertaining to the GCD during the Term. Cleaning and/or maintenance records shall include, at a minimum: (a) the dates of cleaning/maintenance; (b) the names and business addresses of each company or person performing the cleaning/maintenance; (c) the volume of waste removed in each cleaning/maintenance; (d) information regarding each FOG disposal, including location of the waste disposal site and a copy of the original manifest from the hauler, if applicable; and (e) description of any repairs needed to the GCD, date repairs performed and name of repairer. The rights and obligations set forth under this provision shall survive the termination of the Lease for a period of three (3) years.))

23. PARKING: Tenant and Tenant's employees, customers and invitees shall have the non-exclusive right to use the parking spaces located within the parking area, Landlord reserves the right to regulate parking within the parking area, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant and its employees to park their cars only in areas specifically designated from time to time by Landlord for that purpose. Tenant shall not permit vehicles to be abandoned or stored in the parking areas.

24. MAINTENANCE AND REPAIRS:

a. During the Term of this Lease, Tenant shall, at its expense, pay for and make all necessary repairs and replacements, structural or otherwise, to the Premises, including, but not limited to, any existing structures and any structures it erects. All repairs shall be done by licensed tradespersons if required by applicable law. Landlord shall have no obligation to make repairs to the Premises or any structures the Tenant erects or to any utility systems servicing the Premises or any structures the Tenant erects.

b. During the Term of this Lease, Tenant will be responsible for all maintenance of the Premises including, maintaining existing structures and any structures it erects, general groundskeeping, including mowing, forestry needs, salting, plowing, and shoveling of the Premises, new access roads and new sidewalks constructed by Tenant (if any), salting and hand shoveling required at entrances to the building, and repairing and maintaining all lighting Tenant erects on the Premises. Landlord shall have no obligation to maintain the Premises.

c. Timeliness of Repairs:

i. Tenant shall perform its obligations promptly after learning of the need for such repairs, but in any event within thirty (30) days of the occurrence or notice provided by the County. If Tenant fails to make such repairs for which it is obligated within thirty (30) days after County's notice, then the County shall have the right to make the repair with its own staff or contract with a third party to make the repair, and charge all reasonable costs associated with making the repair to Tenant (including salary and benefits if performed by County staff).

Notwithstanding the foregoing, the Parties acknowledge that certain repairs, alterations, or restoration work affecting historic elements of the Premises may require review or approval by the Wisconsin State Historic Preservation Office ("SHPO") or other applicable historic preservation authorities. In such cases, the thirty (30) day repair period shall be reasonably extended as necessary to allow Tenant to obtain the required approvals, provided that Tenant promptly initiates the approval process, diligently pursues such approvals, and takes reasonable interim measures to protect the Premises and prevent further damage where feasible.

ii. If a needed repair:
1. constitutes a health or safety hazard to the public;
2. results in an actual citation from the Village of Greendale; or
3. has the potential to cause further damage to the Premises,
County shall notify Tenant and Tenant shall immediately take steps to mitigate the risk and make such repairs. If Tenant fails to take such steps within 24 hours of County's notice, County shall have the right to make the repair with its own staff or contract with a third party to make the repair, and charge all reasonable costs associated with making the repair to Tenant (including salary and benefits if done with County's own staff.

25. COUNTY MAINTENANCE: Milwaukee County Parks shall be responsible for performing routine grass mowing and snow removal services on the Premises, ending one year from the date of execution of this lease. This date is_____. Such services shall be provided in accordance with Parks' standard maintenance schedules and operational practices. Beginning on the effective date of this Agreement, Tenant shall be responsible for the regular collection and disposal of litter and debris on the Premises and within the immediate surrounding areas used in connection with Tenant's operations. Parks shall have no obligation to provide litter pickup or general site cleanup during this period.

26. HISTORIC PRESERVATION: Tenant shall maintain, repair, and preserve the Premises, including all buildings, structures, and grounds, in a manner consistent with its

designation on the National Register of Historic Places. Maintenance, repairs, restoration, and capital improvements shall be performed in accordance with Secretary of the Interior's Standards for the Treatment of Historic Properties and any applicable federal, state, or local preservation requirements.

27. IMPROVEMENTS:

a. Tenant's future plans to renovate, improve, or alter any structure on the Premises hereunder are contingent upon Tenant obtaining an amount of not less than one hundred percent (100%) of the estimated cost of the construction and renovation to the Premises. All costs associated with the construction and renovation of the Premises, including disconnection and/or hookup of Utilities in conjunction with such construction or renovation, shall be the responsibility of the Tenant. The County will not incur any costs, pay any expenses, or issue any debt associated with the Premises, improvements and renovations to the Premises or equipment used on the Premises during the Term.

b. Construction Escrow: Tenant agrees to provide evidence reasonably satisfactory to the County, with copy to the County Comptroller, that the total amount of funds necessary to construct the proposed renovations to the Premises are immediately available and dedicated to such purpose and documentation is in place to provide for the orderly disbursement of such funds during the course of construction to pay for all permits, material, labor, supplies, and any other miscellaneous items used or necessary for the construction of the renovations. Tenant shall deliver to County evidence reasonably acceptable to the County that the total amount of such funds are immediately available and dedicated for the above purpose prior to any construction activities taking place on the Premises.

c. County Approval: Prior to the start of any construction or renovation of the Premises, including any subsequent alterations or renovations, Tenant shall send all plans and associated documents to the County and to the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, together with the name of Tenant's proposed contractor(s), for review and approval, which approval shall not be unreasonably withheld or delayed. Submittals shall include, but not limited to, shop drawings containing product information and materials and products. Contractors must obtain a Right of Entry permit from County prior to commencing work. Conditions for approval shall include, but not be limited to provision that Tenant shall obtain and comply with, prior to commencing any alterations, additions and improvements, all necessary permits, and licenses from the appropriate governmental authorities.

d. Construction Standards: All development and landscaping shall be completed in a first-class manner and consistent with the standards established for other work in Milwaukee County. All alterations, additions, and improvements shall be made in compliance with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises. Tenant shall also indemnify and hold County harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, laborer or any other party for work or materials which may arise in connection with any alteration, addition or improvement to the Premises undertaken by or on behalf of Tenant. In no event shall Tenant make any alterations or additions to the Premises without the prior written consent of County.

e. Builder's Risk: Tenant or its general contractor shall provide Builder's Risk insurance coverage on a completed value form insuring for special perils, with Milwaukee County as additional insured and loss payee on the insurance certificate. Coverage is during construction period and is intended to terminate when the work has been completed and the Premises are ready for occupancy. Prior to construction, Tenant shall supply County with written evidence of Builder's Risk insurance. Tenant shall not commence construction activities without written approval from the Parks Director and his/her designee, which approval shall not be unreasonably withheld, conditioned or delayed. The County shall provide a written response to the Tenant within ten (10) days of receiving written evidence of the Tenant's Builder's Risk insurance documents.

f. Licensed Tradespersons: Tenant agrees that all renovations and improvements shall be performed by fully licensed contractors and subcontractors who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties. Tenant shall require its contractors and subcontractors to obtain and maintain adequate insurance coverages with liability limits not less than that required of Tenant by County. Tenant shall have responsibility to enforce compliance with these insurance requirements and provide evidence of insurance for any contractor or subcontractor as acceptable to the County.

g. Construction Documents: Tenant agrees that within sixty (60) days after the conclusion of each construction project, renovation or improvement project, Tenant shall provide to County a complete set of construction documents to be included at a minimum: (a) as-built drawings; (b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals or cut sheet drawings of any mechanical fixtures or equipment which was installed; (e)

manufacturer's warranties or extended warranties; (f) a copy of all construction permits and signed drawings; (g) final occupancy permits, if applicable.

28. DIGGING AND STAKING: Digging or staking of tents and other infrastructure is prohibited without prior written consent of the County. If approved by the County, both Digger's Hotline and the Milwaukee County Maintenance Hotline must be contacted, and the location of all buried utilities marked prior to the placing of any tent stakes or other items below ground. The County Maintenance Hotline fee is five hundred dollars ($500.00).

29. PARKS LOGO: Tenant is responsible for all marketing and advertising to promote its activities. Tenant shall acknowledge the Parks Department and include the Parks logo, to be approved by Parks Department, in all promotional materials, whether print or digital, directly related to its activities covered under this Lease.

30. SECURITY: Tenant shall be prohibited from employing armed security within the Premises during the term of this Contract. Unarmed security officers shall be permitted only upon the written approval of the Parks Director. Tenant shall be solely responsible for and assume all risks related to the security of the Premises and use of security personnel.

31. PERMITS, LICENSES, AND OTHER COSTS: Tenant shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.

32. TENANT CODE OF CONDUCT: The Tenant and its personnel and subcontractors shall comply with the most current version of the Milwaukee County Contractor Code of Conduct as published on the County's website and any other applicable Milwaukee County policies and procedures published in the Milwaukee County Administrative Manual of Operating Procedures ("AMOP"). The Tenant agrees to use all commercially reasonable efforts to:

    a. Provide any of its employees providing services under the contract a copy of the Contractor Code of Conduct, including a link to the most current version of the Code, and
    b. Educate those employees about the requirements of the Code, and
    c. Ensure those employees comply with the Code when and where it is applicable to them or where compliance is otherwise necessary to ensure the Contractor is compliant with the Code.

The Tenant acknowledges and agrees that compliance with the Code of Conduct and practices of ethical conduct, transparency, and accountability is an integral part of public contracting and protects the public trust, and that failure to comply with the Code of

Conduct may result in contract termination and/or debarment of the Tenant from participation in future Milwaukee County competitive solicitations and/or contracts.

33. COMPLIANCE WITH LAWS: The Tenant agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Tenant agrees to hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Tenant of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

34. COMPLIANCE WITH LAWS – NONDISCRIMINATION, AFFIRMATIVE ACTION AND TARGETED BUSINESS ENTERPRISE GOALS**:**

    a. Generally. There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, and Tenant (or any person claiming under or through Tenant) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises.

    b. Non-Discrimination. Tenant certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause.

    c. Non-Segregated Facilities. Tenant certifies that it does not and will not maintain or provide segregated facilities for its employees, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

    d. Compliance. Tenant certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

    e. Targeted Business Enterprise Goals. For the construction of Significant Improvements, Tenant shall use reasonable efforts to cause its contractors to establish Targeted Business Enterprise ("TE") participation goals, consistent with Milwaukee County TE goals of twenty-five percent (25%) for construction and seventeen percent (17%) for goods and services, purchases, and subcontracts, and to use good faith efforts to achieve those goals. The

Milwaukee County Office on Economic Inclusion shall assist Tenant in soliciting potential TE Tenants for the improvements and monitor such goal attainment.

35. COMPLIANCE WITH LAWS – ADA: Tenant shall, at Tenant's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Premises pertaining to: (a) accessibility, ensuring that the Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility is approved by the Milwaukee County Office of Persons with Disabilities; and (b) Tenant's activities on the Premises.

36. INDEMNIFICATION: To the fullest extent permitted by law, Tenant shall indemnify the County for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Tenant, its agents, or employees. Tenant shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

37. ENVIRONMENTAL INDEMNIFICATION: Tenant shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Tenant, or its agents. Tenant hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.

    "Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a “hazardous waste” or “hazardous substance” under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious,

radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Project Area causes or threatens to cause a nuisance upon the Project Area or surrounding area or poses or threatens to pose a hazard to the Project Area or surrounding areas or to the health or safety of persons on or about the Project Area; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation; or (vii) which causes notification of release and required actions in accordance with Chapter 292 Wisconsin Statutes.

38. INSURANCE: Tenant, and every contractor and all parties furnishing services or product to Milwaukee County (County) or any of its subsidiary companies must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

a. Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	$1,000,000
General Aggregate Limit	$2,000,000
Products-Completed Operations Limit	$2,000,000
Personal and Advertising injury Limit	$1,000,000

b. Business Automobile Liability Insurance:
Should the performance of this Lease involve the use of automobiles, Tenant shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Tenant shall maintain limits of at least $1,000,000 per accident for bodily injury and property damage combined.

c. Workers' Compensation Insurance:
Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

d. Employers Liability Insurance:
Such insurance shall provide limits of not less than $500,000 policy limit.

e. Excess/Umbrella Liability Insurance:
Such insurance shall provide additional limits of not less than $3,000,000 per occurrence in excess of the limits stated in (1.), (2.), and (4.) above.

Additional Requirements:

f. Tenant shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below, unless the written consent of the County is obtained for any lower insurance coverages for Tenant's contractors and subcontractors.

g. The insurance specified in (1), (2), and (5) above shall: (a) name County, including its directors, officers, and employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

h. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.

i. Tenant shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Lease and thereafter upon the renewal of any of the policies. Tenant shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Lease. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

39. INSPECTION BY COUNTY: County shall at all reasonable times have the right to enter the Premises to inspect the condition thereof, and to improve or repair the Premises, and to make such repairs, alterations, improvements or additions as County may deem necessary or desirable; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Tenant's use of the Premises.

40. INTEREST AND PENALTIES:

a. Interest: Unless waived by County Board of Supervisors, Tenant may be responsible for payment of interest on amounts not remitted in accordance with this Lease. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

b. Penalty: In addition to the interest described above, Tenant may be responsible for payment of penalty on amounts not remitted in accordance with this Lease, as may be determined by County. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

c. Audit Results: If, as a result of an audit, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. Tenant shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.

d. Nonexclusively: This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered the County's exclusive remedy for Tenant's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the County of any other remedy permitted under this Lease, including but not limited to termination of this Lease.

41. COUNTY RIGHTS OF ACCESS AND AUDIT: The Tenant, or other party to the Lease, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Tenant, or other party to the Lease, related to the terms and performance of the Lease for a period of up to three years following the date of last payment, the end date of this Lease, or activity under this Lease, whichever is later. Any subcontractors or other parties performing work on this Lease will be bound by the same terms and responsibilities as the Tenant. All subcontracts or other agreements for work performed on this Lease will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Tenant, or

other party to the Lease, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

42. ASSIGNMENT AND SUBLETTING: Tenant may not assign this Lease, in whole or in part, or sublease any part of the Premises without the prior written approval of the Parks Executive Director or his/her designee, and the County Comptroller.

43. RELATIONSHIP OF PARTIES: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

44. TERMINATION: County may terminate this Lease: (a) if Tenant fails to comply with any provision in this Lease, and such failure continues for forty-five (45) days after a written notice from County setting forth in reasonable detail the nature of such default; (b) if Tenant ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Tenant's assets or Tenant's interest in this Lease. Tenant may terminate this Lease with twelve (12) months notice.

45. SURRENDER AT TERMINATION: At the termination of this Lease for any reason, Tenant shall quietly and peaceably surrender possession of the Premises (and any improvements located thereon) to County. Any furniture, equipment, or personal property may be removed by Tenant at any time prior to termination. All the property removable pursuant to the provision of this section shall be removed or caused to be removed by Tenant on or before the expiration of this Lease, and all property not so removed shall be deemed abandoned by Tenant and shall, at County’s option, become the property of County or be removed from the Premises by County at Tenant’s expense.

46. DEFAULTS & REMEDIES:

    a. Tenant’s Defaults. Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:

i. Tenant shall fail to contest the validity of any lien or claimed lien and give security to County to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, and such default continues for sixty (60) days after notice thereof to Tenant; or

ii. Tenant's failure to perform any other covenant or condition of this Lease within forty-five (45) days after notice and demand, unless the failure is of such a character as to require more than forty-five (45) days to cure, in which event Tenant's failure to proceed diligently to cure such failure shall constitute an event of default.

b. County's Remedies. If a Default occurs, County shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive County of any other right or remedy allowed it by law:

i. County may terminate this Lease by giving to Tenant notice of County's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice;

ii. County may enforce the provisions of this Lease and may enforce and protect the rights of County hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease.

c. County's Defaults. County agrees that the following shall be considered an event of default as said term is used herein:

i. County's failure to perform any other covenant or condition of this Lease within forty-five (45) days after notice and demand, unless the failure is of such a character as to require more than forty-five (45) days to cure, in which event County's failure to proceed diligently to cure such failure shall constitute an event of default.

d. Tenant's Remedies. Upon the occurrence of any event of default by County, Tenant shall have any remedy available at law or equity.

47. CASUALTY: If the Premises is damaged or destroyed by fire or other casualty covered by insurance, then this Lease shall continue in full force and effect and County may proceed to repair or restore the Premises to the condition which County furnished to Tenant upon the commencement of the Term. County shall be under no obligation to restore any Alterations to the Premises made by Tenant unless the same is covered by County's insurance, but nothing herein shall be construed to require County to insure such property. In no event shall County be obligated to expend an amount in excess of the insurance proceeds available to County for such repair or restoration. In the event the Premises are repaired as provided herein, then Tenant shall repair and restore its merchandise, furnishings, furniture, equipment and all alterations, additions and leasehold improvements made by or for Tenant to at least a condition equal to that before its damage. If the Premises or any part of it shall be rendered un-tenantable by any destruction or damage, then a pro rata portion of the Rent based upon the number of square feet of area in the Premises which are un-tenantable shall be abated until the Premises or such part thereof shall have been put in tenantable condition. Despite the foregoing, if any destruction or damage to the Premises or to the Building (whether or not the Premises are affected) is so extensive that County, in its sole discretion, elects not to repair or restore the Premises or Building or the proceeds of insurance are not sufficient or available to fully pay the cost of the repair or restoration, then County may terminate this Lease effective as of the date of the damage by written notice to Tenant, with notice to be given within ninety (90) days after the occurrence of the damage or destruction.

48. HOLDOVER CLAUSE: If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease without a written extension or renewal executed by the Parties, such occupancy shall not constitute a renewal or extension of this Lease. In such an event, Tenant shall be deemed to occupy the Premises as a month-to-month tenant, subject to all of the terms, covenants, and conditions of this Lease to the extent applicable, except that either Party may terminate the holdover tenancy upon thirty (30) days' written notice.

    Tenant's continued occupancy during any holdover period shall not be deemed to grant Tenant any additional rights to renewal or extension of the Lease. The County reserves the right to require Tenant to vacate the Premises at any time upon the notice period stated above, and Tenant shall remain fully responsible for all obligations under this Lease during the holdover period, including but not limited to maintenance, utilities, insurance, and revenue share payments.

49. CHOICE OF LAW: This Lease shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein

or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

50. SEVERABILITY: If any part of this Lease is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Lease, unless the Lease so construed fails to meet the essential business purposes of the Parties as manifested herein.

51. ENTIRE AGREEMENT: This Lease and all properly executed Statements of Work constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.

52. AUTHORITY: If Tenant is a corporation, or limited liability company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Lease is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.

53. NOTICES: All notices with respect to this Lease shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Tenant:
Two Weathervanes, LLC
Virginia Emmons McNaught
5914 Currant Ln
Greendale, WI 53129

To County:
Milwaukee County Parks
Executive Director
9480 Watertown Plank Road
Wauwatosa, WI 53226

Either party may designate a new address for purposes of this Lease by written notice to the other party.

Electronic Signature Page Follows