

**Lease and Development Term Sheet  
for the Loomis Barn and Hostel Buildings – 6.8.23**

The purpose of this Term Sheet is to outline critical factors that will be included in the Lease and Development Agreement of portions of the Root River Parkway in the Village of Greendale, WI between Milwaukee County Parks (“County” and “Landlord”) and the Two Weathervanes, LLC (“Tenant”) collectively the “Parties”. The Term Sheet will be used to (a) produce the report, resolution and other information needed to report to the Milwaukee County Board of Supervisors for action; and (b) produce the final agreements for execution by the parties, and consequently the final documents if the Lease is executed.

1. **Project** – Milwaukee County Parks and Two Weathervanes, LLC seek to restore the historic barn and former youth hostel residential buildings located in the parcel that contains the Root River Parkway at the Southwest corner of the intersection of the Parkway and Loomis Rd. County is seeking the restoration of the structures and an active use on the site and Two Weathervanes, LLC is seeking to provide the public with a historical site, that will be utilized for both public and private use. The Parties wish to enter into a Lease Agreement to govern the Project. The property will be open to the public for tourism and picnics areas as long as public is acting in accordance within the guidelines as agreed upon by the County and the Tenant. The buildings will also be open to the public, during regular business hours of tenant or contracted providers. Tours of facilities can also be scheduled in advance. The property may be utilized as:
  - a. Historical Sites,
  - b. Parks and playground, 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. Special events,
  - m. Equestrian, hobby farm, petting zoo,
  - n. Tent and RV Camping, and;
  - o. Education and/or workshop space.
2. **Renovated Buildings** – Two Weathervanes, LLC will restore the existing barn and buildings to a manner consistent with their historic value to the community and based upon building and occupancy codes as permitted by the Village of Greendale.
3. **Lease Term** – Two Weathervanes, LLC will enter into a Lease for property containing the buildings as described in Leased Premises in Attachment B. The Lease will be for an initial term of 25 years. Provided that Two Weathervanes, LLC (i) is not then in default under the Lease, and (ii) is maintaining and managing the Renovated Buildings as required, Two Weathervanes, LLC shall have the option to extend the Initial Term of the Lease for 5 (five) additional, 10 (ten) year periods, for a total maximum lease of 75 years. Two Weathervanes, LLC shall exercise these options, if at all, by giving the County written notice of its desire to extend the Lease not later than 180 (one hundred eighty) days prior to the expiration of the term.
4. **Ownership** – County to maintain ownership of the Renovated Buildings and Leased Premises
5. **Rent** – Two Weathervanes, LLC shall pay County 15% of net revenue per year in rent, once the initial investment is recovered, whereby, 7.5% will be reinvested into the property infrastructure, and 7.5% directly to the County.
6. **Permitted Use** – Two Weathervanes, LLC shall have use of the Leased Premises for activities related to recreational programs and community programs and events. No political activities may be conducted on the Leased Premises. (See Section 1)
7. **Targeted Business Goals** - Two Weathervanes, LLC will use reasonable efforts to cause its contractors performing services for the construction of the Renovated Building to establish Targeted Business Enterprise (“TBE”) participation goals of twenty-five percent (25%) for construction and seventeen (17%) for professional services and to use good faith efforts to achieve these goals. The Milwaukee County Office of Economic Inclusion (“OEI”) shall assist Two Weathervanes, LLC in soliciting potential TBE vendors and monitor such goal attainment.

8. **Construction** - Prior to commencing construction on the Renovated Buildings, Two Weathervanes, LLC shall have obtained or have readily available through a line of credit, financing, or fundraising commitments or otherwise an amount of not less than one hundred percent (100%) of the estimated cost of renovation for each project phase for the existing buildings and construction of any site improvements. All costs associated with the renovation, construction and operation of the new Renovated Buildings, including hookup of utilities and any and all utility charges, are the responsibility of Two Weathervanes, LLC.
  - a. Prior to the start of any demolition or construction activities, including any subsequent alterations, renovations or improvements to the Park requiring County approval, Two Weathervanes, LLC shall submit all detailed renovation or construction plans and specifications, and any revisions thereto, to the County together with the name of Two Weathervanes, LLC's proposed contractor(s), for review and approval, which approval shall not be unreasonably delayed or withheld. It is expressly understood that the County cannot and will not approve any revisions that, in their reasonable opinion, are not consistent with Two Weathervanes, LLC's purposes or not consistent with the conceptual design, plans and specifications submitted by Two Weathervanes, LLC. It is understood by the Parties that the construction of improvements may proceed in phases. The County, through its Parks Department, and Two Weathervanes, LLC shall meet bi-monthly in year one, bi-annually in years 2-5, and annually during the Term of the Lease to review Two Weathervanes, LLC's use of the Park and to discuss new construction projects in the Park contemplated by either or both Parties.
  - b. Conditions for approval shall include, but not be limited to provision that: (1) Two Weathervanes, LLC shall obtain, prior to commencing any alterations, additions and improvements, all necessary permits and licenses from the appropriate governmental authorities; and (2) Two Weathervanes, LLC shall commence construction of said improvements described in the approved plans and specifications as soon as reasonably practicable following County Parks' approval which shall not be unreasonably withheld or delayed, and shall have a period of thirty-six (36) months or other period of time mutually agreed upon by Two Weathervanes, LLC and County Parks, thereafter to complete the Renovated Buildings (subject to extension by reason of force majeure delay).
  - c. Two Weathervanes, LLC shall, at all times, obtain a Right-of-Entry ("ROE") Permit from County Parks before performing any ground disturbing activities in any part of the Park. Two Weathervanes, LLC's application for an ROE shall be reviewed and approved by County Parks prior to commencing any ground disturbing activities. The ROE can be obtained at the Milwaukee County Dept. of Parks, Recreation and Culture, 9480 Watertown Plank Rd. Wauwatosa, WI 53226. County Parks' approval of the ROE shall not be unreasonably withheld or delayed.
  - d. Milwaukee County will provide all applicable permits and waivers needed from the County for Two Weathervanes, LLC to build the Renovated Buildings, including those needed for utility services (for example electrical, telephone, internet and data, water, and gas), and will cooperate with Two Weathervanes, LLC as required for on time and on budget completion of construction.
9. **Utilities** – Two Weathervanes, LLC shall separate out and pay any and all utility costs serving the Renovated Buildings. Any costs related to the installation, service, separation and maintenance of Utilities shall be the responsibility of Two Weathervanes, LLC. Tenant shall have the right to enter into reasonable agreements with utility companies creating easements in favor of such companies as are required in order to service the renovated building. County agrees to timely review and approve any such agreements. Two Weathervanes, LLC shall obtain a Right-of-Entry permit from County before construction of any utilities.
10. **Maintenance and Repair of Improvements** – Two Weathervanes, LLC will be responsible for repairing, maintaining, and plowing/shoveling the driveway, any new parking lot and paths that connect the parking lot to the building. Milwaukee County will be responsible for repairing, maintaining, and plowing/shoveling the Root River Parkway, Oak Leaf Trail, and repairing and maintaining all lighting. Two Weathervanes, LLC shall be responsible for the maintenance and repair of the Renovated Buildings; Milwaukee County shall have no responsibility for maintenance and repair of the Renovated Buildings. As the property will remain a public picnic area and historical site, regular tree care will be provided by the County.
11. **Parking** – Two Weathervanes, LLC will designate some parking spaces on the property, and the County shall allow for parking along the Root River Parkway. For events exceeding 50 vehicles, Two Weathervanes, LLC is authorized to contract with a licensed and insured valet company that is able to provide off-site parking.
12. **Termination** - The Lease may be terminated only for cause. Either party may terminate for cause upon 30 days' written notice. However, prior to termination for cause, either party will be afforded 90 days in which to cure the

alleged breach after having been notified of such breach; provided, however, that if the breaching party is diligently pursuing a cure, the breaching party will have such additional time as is reasonably necessary to effect a cure.

13. **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 Park, in the County's reasonable discretion, and nothing in this Agreement is intended to limit or abrogate such authority; provided, however, (i) Two Weathervanes, LLC, its employees, clients, invited visitors, contractors, and service providers shall have access to the Leased Premises at all times, (ii) the County shall not limit public access to the Park to less than eight hours a day, and (iii) Two Weathervanes, LLC shall have the right to host Private Events in the Leased Premises until midnight of any night during the Term. For the sake of clarity, Two Weathervanes, LLC employees, invitees, and attendees of Private Events shall have the right to access the Leased Premises through access roads and paths leading to the Leased Premises regardless of whether the Park is open to the Public.
14. **Public Use** - Two Weathervanes, LLC and County recognize that public use of the Park is mutually desirable. The property will be open to public for tourism and picnics areas, as long as, public is acting in accordance within the guidelines as agreed upon by the County and the Tenant. The buildings will also be open to the public, during regular business hours of tenant or contracted providers. Tours of facilities can also be scheduled in advance. Two Weathervanes, LLC uses and public uses in the Park shall at all times be subject to the requirements and restrictions in Milwaukee County General Ordinances Sections 47.02 and 47.16, and to all other rules, regulations, policies, and procedures applicable to properties and space owned by the County, not covered by this Term Sheet and open for general use by the public; provided, however, that Two Weathervanes, LLC is permitted to hold events listed in Section 47.02 without obtaining a written permit or paying a fee as long as such events are related to Two Weathervanes, LLC's use of the Property as set forth earlier. County further represents it will use its best effort to promptly respond and enforce reported violations of the above-referenced ordinances, policies, procedures, rules and regulations.
15. **Non-discrimination** - Two Weathervanes, LLC will certify that it will not discriminate against any employee or applicant for employment because of race, color, sexual orientation, 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.
16. **Signage** - Two Weathervanes, LLC will have the right to place an identifying sign(s) for the main access point(s) to the Renovated Buildings at the street entrance(s). Two Weathervanes, LLC will work with County Parks regarding the design of the large identifying sign(s) and potential wayfinding signs in the park. Two Weathervanes, LLC shall not allow or issue naming rights to any portion of the Renovated Building without County Parks' written consent. If approval is granted, no agreements entered into by Two Weathervanes, LLC with any third party relating to naming rights shall extend beyond the term of the new Lease. Two Weathervanes, LLC will work with County regarding the design of the large identifying sign(s). Two Weathervanes, LLC must obtain a Right of Entry Permit from the County prior to installation of any external signage covered by this paragraph and all such external signage must be approved by the County prior to placement which approval shall not be unreasonably delayed or withheld.

**Nonbinding.**

This Term Sheet does not constitute a binding contract, and the parties do not intend to be legally bound unless and until a definitive Lease Agreement and related documents have been executed by both parties. If approved by the County Board, final documents will be prepared. The Parties reserve the right to propose additional terms as negotiations progress.

Exhibit  
Leased Area