



**CITY OF CEDARBURG
A MEETING OF THE SITE AND ARCHITECTURAL REVIEW BOARD
TUESDAY, SEPTEMBER 23, 2025 – 8:30 AM**

A meeting of the Site and Architectural Review Board, City of Cedarburg, Wisconsin, will be held on Tuesday, September 23, 2025 at 8:30 AM. The meeting will be held in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., on the second floor, Council Chambers.

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. STATEMENT OF PUBLIC NOTICE
4. APPROVAL OF MINUTES
 - A. August 19, 2025
5. NEW BUSINESS
 - A. Applicants/property owners, Andrew and Debra Helgeson, request review, discussion, and possible action/recommendation to the Plan Commission as to their site and architectural plan details submitted in support of their Planned Unit Development (PUD) Rezoning Application. The applicants propose to convert existing building space into a new residence/dwelling unit and to add a new attached garage serving same, on their property located at N56 W6393-6395 Center Street. This .13-acre property is currently zoned B-3 Central Business District. The applicant requests rezoning to B-1 Neighborhood Business District with PUD Overlay.
6. COMMENTS AND ANNOUNCEMENTS BY SITE AND ARCHITECTURAL REVIEW BOARD MEMBERS
7. CHAIRMAN'S ANNOUNCEMENTS
8. ADJOURNMENT

City of Cedarburg is an affirmative action and equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information.

City of Cedarburg is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities.

To request reasonable accommodation, contact the Clerk's Office, (262) 375-7606, email: cityhall@cityofcedarburg.wi.gov.

MEMBERS – PLEASE NOTIFY THE CITY PLANNER'S OFFICE IF UNABLE TO ATTEND THIS MEETING.

**CITY OF CEDARBURG
SITE AND ARCHITECTURAL REVIEW BOARD
August 19, 2025**

1. A regular meeting of the City of Cedarburg Site and Architectural Review Board was held on Tuesday, August 19, 2025, at Cedarburg City Hall, W63 N645 Washington Avenue, upper level, Council Chambers, and online via the Zoom app. Chairman Adam Voltz called the meeting to order at 8:30 a.m.

2.

ROLL CALL: Present - Chairman Architect Adam Voltz, Architect Peter Damsgaard, Architect Paul Rushing, Plan Commission Co-Chairperson Jack Arnett

Absent- Council Member Kristen Burkhart

Also Present - Mayor Patricia Thome, City Planner Mary Censky, Administrative Assistant Theresa Hanaman,

3. **STATEMENT OF PUBLIC NOTICE**

Administrative Assistant Hanaman confirmed that the meeting agenda had been posted and distributed in compliance with the Wisconsin Open Meetings Law.

4. **APPROVAL OF MINUTES**

A motion was made by Commissioner Arnett, seconded by Chairman Voltz, to approve the meeting minutes from July 24, 2025, with the correction on page 2, paragraph 1, "This may necessitate relocating the existing sign and landscaping" to say "and remove the obsolete brick pillar that may have had a light on it at one time." Chairman Voltz was not referring to the sign.

5. **COMMENTS AND SUGGESTIONS FROM CITIZENS** -NONE

6. **REGULAR BUSINESS AND POSSIBLE ACTION THEREON**

A. APPLICANTS/PROPERTY OWNERS, JO ANN HOFHINE AND ERIC HOFHINE AS TRUSTEES FOR THE DUANE AND JO ANN HOFHINE REV TRUST, REQUEST REVIEW, DISCUSSION, AND CONSULTATIVE FEEDBACK AS TO THEIR PLAN TO DIVIDE A NEW VACANT, BUILDABLE LOT OFF FROM THEIR EXISTING .49-ACRE HOMESTEAD PROPERTY LOCATED AT N50 W6678 WESTERN ROAD. THIS PROPERTY IS ZONED RS-5 SINGLE-FAMILY RESIDENTIAL DISTRICT.

Planner Censky presented the request for a concept review of a future land division at 6678 Western Road, which involves dividing a .49-acre lot into two parcels: one 12,000-square-foot lot with the existing home and garage, and a new 9,100-square-foot vacant lot. Staff reviewed the project against zoning standards and found it generally compliant with minimum requirements, though they noted that any future construction on the new lot would require a Certified Survey Map and site plan/architectural review.

Board member Rushing asked if there is a tree preservation ordinance in the city and what the potential impact of mature trees being removed would be on the proposed new lot. He also suggested providing consultative feedback to applicants to help design compatible projects and emphasized the need for clear guidelines.

Board member Damsgaard favored maintaining alignment with existing homes and preserving trees where possible. He recognized the value of site visits for understanding properties and suggested adding a checkbox for the property to permit this access. Planner Censky agreed to explore this further.

Chairman Voltz emphasized preserving Cedarburg's character and the importance of achieving consensus in recommendations. He discussed the need to protect specimen trees and align new buildings with existing structures. Overall, the discussions focused on tree preservation, site reviews, and establishing clear guidelines for applicants.

A motion by Board member Damsgaard, seconded by Board member Rushing, to support the applicant's request to divide a new vacant, buildable lot off from the existing .49-acre homestead property located at N50 W6678 Western Road, provided they are attentive to the following recommendations when they come back with the CSM and Site/Architectural plans for any future new construction

- 1) Retain as many trees (specimens in particular) as possible on the new lot;
- 2) The remnant lot must comply with the Rs-5 Zoning District standards in all respects, such as building setbacks, floor area ratio...;
- 3) The setback for a new home should generally align with the surrounding homes;

Motion carried unanimously. Council member Burkart was absent.

B. DISCUSSION/PRESENTATION REGARDING THE EXISTING REGULATIONS WITHIN THE SITE AND ARCHITECTURAL REVIEW BOARD (SARB) PURVIEW TO APPLY, POLICIES AND PROCEDURES OF THE SARB, AND THE SARB RELATIONSHIP TO THE PLAN COMMISSION AND COMMON COUNCIL.

Planner Censky reported on efforts to review and potentially, eventually amend existing zoning and architectural review standards. The objective is to recommend code amendments to the Planning Commission, which may include expanding current regulations or adding more specific details. Examples from other communities like Whitefish Bay and Grafton were explored, highlighting the trend of adopting design guidelines in similar-sized towns.

Chairman Voltz supported the incorporation of ideas from other communities to preserve Cedarburg's character, focusing on avoiding repetitive or cookie-cutter designs.

Board member Damsgaard expressed his preference for codes that give good advance design guidelines and leave strict interpretation/application somewhat open-ended. He also emphasized the importance of preventing mirror-image homes on different lots, as they are not “different” house plans.

Board member Rushing initiated a discussion on design guidelines for residential projects, emphasizing the balance between community interests and developer needs. Rushing indicated that guidelines should serve as assistance rather than a hindrance, drawing lessons from successful practices in Whitefish Bay and East Coast communities. There was a consensus that the primary mission is to protect Cedarburg's character, while considering applicants' interests as secondary, and the importance of clear regulations that allow for interpretation. Emphasis was placed on preserving trees and natural landscape features and aligning new buildings with existing structures.

The board debated the distinction between seeking consensus and providing advisory input. The importance of majority agreement for recommendations was noted.

Chairman Voltz discussed the appropriateness of modern designs in historical areas and the need for clear guidelines for such evaluations.

Board member Rushing made a proposal to develop a document outlining the character of existing neighborhoods with pictures and descriptions, aiding applicants in understanding community design principles. Member Damsgard suggested early consultations with city staff as a mechanism to address potential issues before detailed design work begins.

Planner Censky agreed to begin working on a draft ordinance amendment incorporating successful elements from neighboring communities and best practices.,

Commissioner Arnett offered to announce the ordinance development at the next Plan Commission meeting.

Discussion only

C. DISCUSSION AND POSSIBLE ACTION ON CERTIFICATION OF ETHICS CODE.

Commissioner Arnett inquired whether all Board members had received and reviewed their copy of the City's Code of Ethics. All in attendance replied yes, they had, and there were no questions. Council member Burkart absent.

- 7. COMMENTS AND ANNOUNCEMENTS BY SARB COMMISSIONERS - NONE**
- 8. CHAIRMAN'S ANNOUNCEMENTS - NONE**
- 9. ADJOURNMENT**

A motion made by Commissioner Arnett, seconded by Chairman Voltz, to adjourn the meeting at 9:59 am. Motion carried without a negative vote. Council Member Burkart absent.

Theresa Hanaman
Administrative Assistant

PLANNERS REPORT

To: Site & Architectural Review Board

By: Mary Censky

Date Prepared: September 23, 2025

General Information:

Agenda Item: **5.A.**

Property Owner/Applicant:

Andrew and Debra Helgeson

Request:

Review, discussion and action/recommendation to Plan Commission.

Current Zoning:

B-3 Central Business District

Proposed Zoning:

B-1 Neighborhood Business District w/ Planned Unit Development (PUD) Overlay

Current Master Plan Classification:

Commercial

Surrounding Zoning/Land Use:

North: Part I-1 Institutional and part B-3 Central Business District

South: B-3 Central Business District

East: B-3 Central Business District

West: Interurban Trail/Rs-6 Single-Family/Two-Family Residential District.

Lot Size:

.13 Acres (5,663 sq. ft.)

Location:

W53 W6393-6395 Center Street

Discussion:

This property has an existing principal building, and a detached accessory shed on it. The principal building is currently subdivided into multiple residential rental units and multiple

commercial rental units. There is one space on the first floor at the rear of the building that is currently used as landlord shop space. The applicant proposes to convert this shop space into a two-story residential dwelling unit and to add an attached garage out the west wall of the new dwelling space.

The Interurban Trail is a zoning District boundary between the residential districts (to the west) and the B-3 Commercial District (to the east) throughout the central city area. A few exceptions to this land use pattern include a couple of small multi-family sites and the City Emergency Government facility located on Western Avenue, for instance.

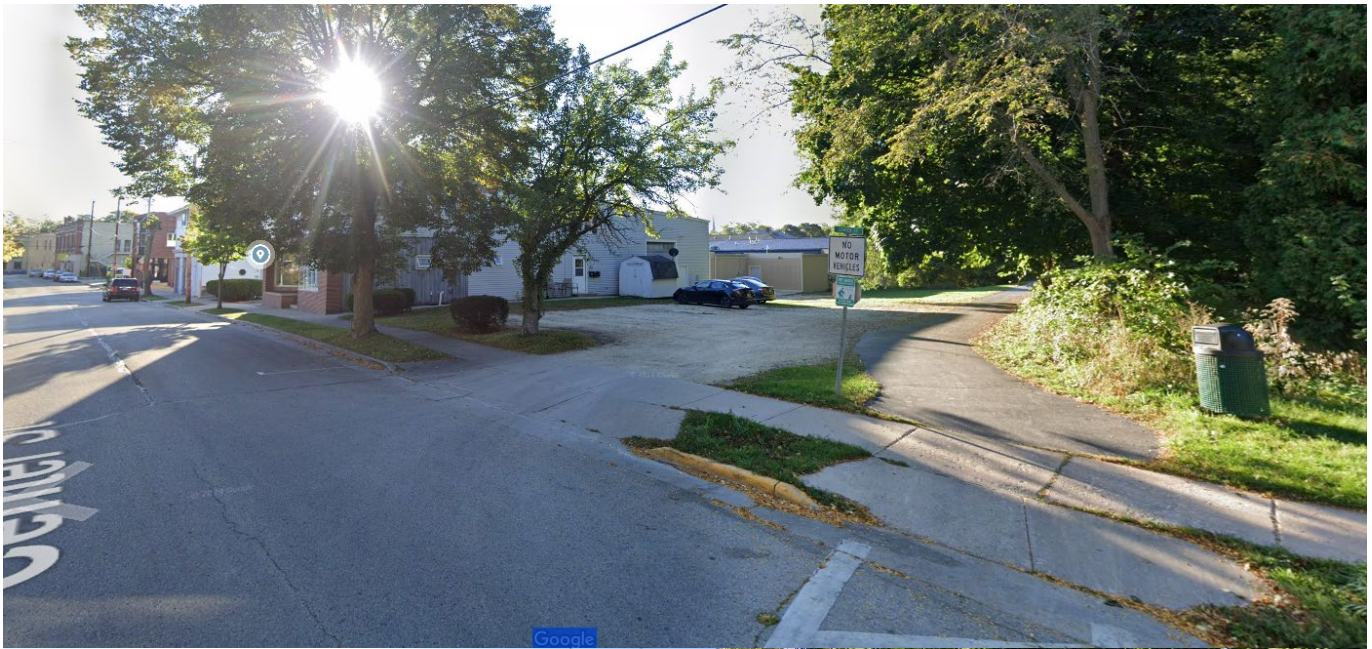
In May 2025, the Plan Commission gave this applicant favorable feedback as to the prospect of rezoning this site from existing B-3 Central Business District to B-1 Neighborhood Business District w/ Planned Unit Development Overlay. The B-1 Neighborhood Business District lists “Residential units, excluding store-front space and new principal residential structures.” as a permitted use.

The only driveway access and parking available to serve this site is located, in large part, on land owned by Wisconsin Electric Power Company. The applicant indicates they have an enduring easement for continued use of the WEPCO property for access and parking to serve this building and its various uses. In the new plan, this easement area becomes imperative as it’s the only way a vehicle could make the turn to get in/out of the proposed new garage.

Recommendation:

Attached are the Planners worksheets which assess the proposed project against the B-1 Zoning District standards as well as the Site Plan & Architectural Review Principles & Standards.

If the Site and Architectural Review Board is satisfied with the plans as presented, a consensus recommendation to the Plan Commission for approval as presented (or with specified changes) would be appropriate action at this time. If additional information or significant changes are deemed necessary, the SARB may recommend that the Plan Commission postpone action on this matter.







LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: N56 W6393 CENTER ST

APPLICANT/BUSINESSNAME: ANDREW & DEBRA HELGESON

APPLICANT/BUSINESS ADDRESS: [REDACTED]

STATUS OF APPLICANT: [X] OWNER [] AGENT [] BUYER [] OTHER

PHONE: [REDACTED] EMAIL: [REDACTED]

PROPERTY OWNER (IF DIFFERENT):

PROPERTY OWNER MAILING ADDRESS: SAME

PROPERTY OWNER PHONE: PROPERTY OWNER EMAIL:

REQUEST FOR (CHECK ALL THAT APPLY):

- [X] CONCEPT REVIEW [] CONDITIONAL USE ZONING
[] SITE/ARCHITECTURAL PLAN APPROVAL [] ANNEXATION REQUEST
[] SUBDIVISION PLAT OR CSM REVIEW [] VARIANCE/BOARD OF APPEALS
[X] ZONING DISTRICT CHANGE [] OTHER

DESCRIBE REQUEST: REQUEST CHANGE OF ZONING FROM EXISTING B-3 CENTRAL BUSINESS DISTRICT TO B-1 NEIGHBORHOOD BUSINESS WITH PLANNED UNIT DEVELOPMENT OVERLAY.

PLEASE SUBMIT: FIVE (5) COPIES OF WRITTEN DESCRIPTION OF PROPOSAL OR REQUEST FOR CITY STAFF REVIEW -PLUS ELECTRONIC FIVE (5) FULL SETS OF SUPPORTING DRAWINGS, SKETCHES OR SURVEY MAPS FOR CITY STAFF REVIEW PLUS ELECTRONIC TEN (10) SETS OF PLANS (11" x 17" MAX) FOR PLAN COMMISSION REVIEW -PLUS ELECTRONIC

ELECTRONIC COPIES MAY BE SENT TO THANAMAN@CITYOFCEDARBURG.WI.GOV

The undersigned certifies that he/she has familiarized themselves with the State and Local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct. This application shall be signed by the property owner(s).

PROPERTY OWNER(S) SIGNATURE: Andrew Helgeson DATE: 8-8-2025

FOR CITY STAFF USE ONLY

TOTAL FEE: \$ 600 CK# 1058 (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID: 9-9-25

APPLICATION AND FEE RECEIVED BY: Theresa Hanaman PLAN COMMISSION MEETING DATE:

ATTACHMENTS (CHECK IF RECEIVED):

- [] FIVE DESCRIPTIONS [] FIVE FULL-SIZE SETS [] THIRTEEN PLAN SETS

PROPERTY TAX KEY NO./PLAN COMMISSION FILE NO: 13 054 000 200 2

ZONING: B-3 ALDERMANIC DISTRICT: PREVIOUS MEETING: 5-5-25



EXISTING RIGHT ELEVATION

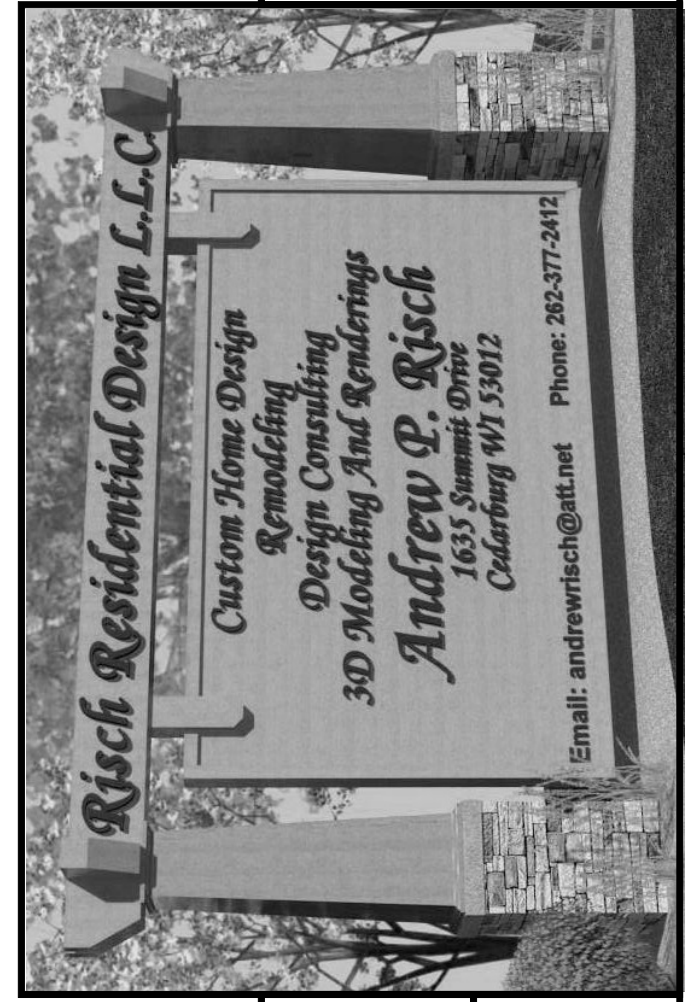
SCALE: 1/4" = 1'-0"



EXISTING FRONT ELEVATION

SCALE: 1/4" = 1'-0"

PLANS NOT FOR CONSTRUCTION



REMODEL FOR:
ANDREW AND DEBRA HELGESON
N56W6393 CENTER STREET CEDARBURG

REMODEL:
ADDITION AND REMODEL

EXISTING
REAR AND
RIGHT
ELEVATIONS

SHEET
1 OF 8

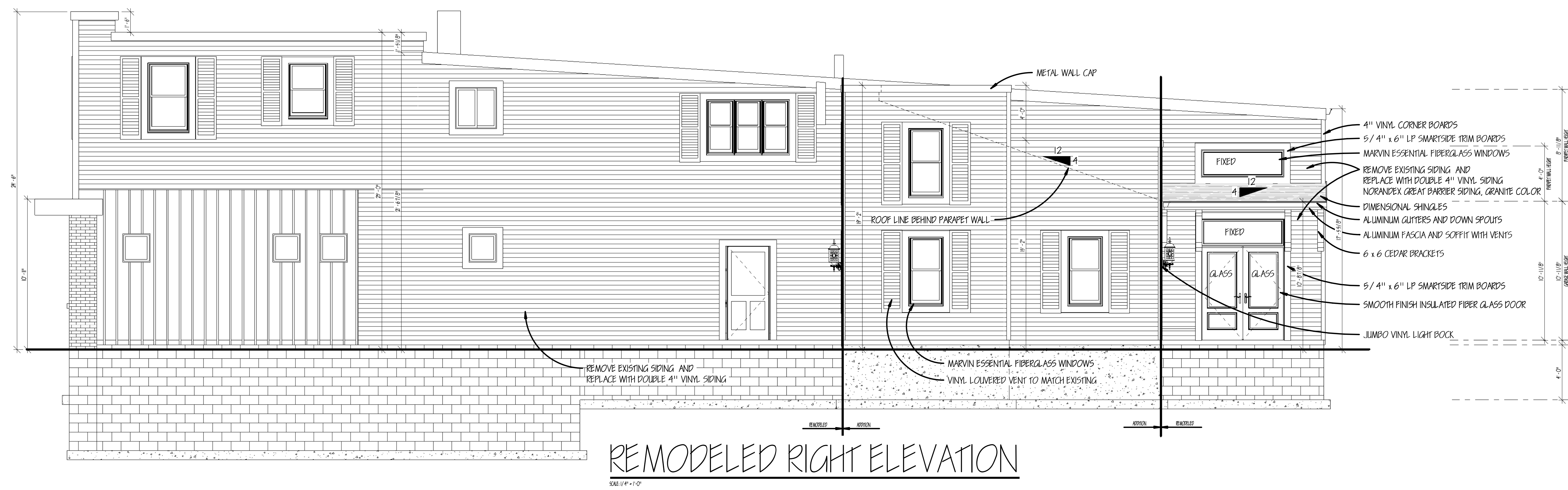
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CONSTRUCTION.



REMODELED FRONT ELEVATION

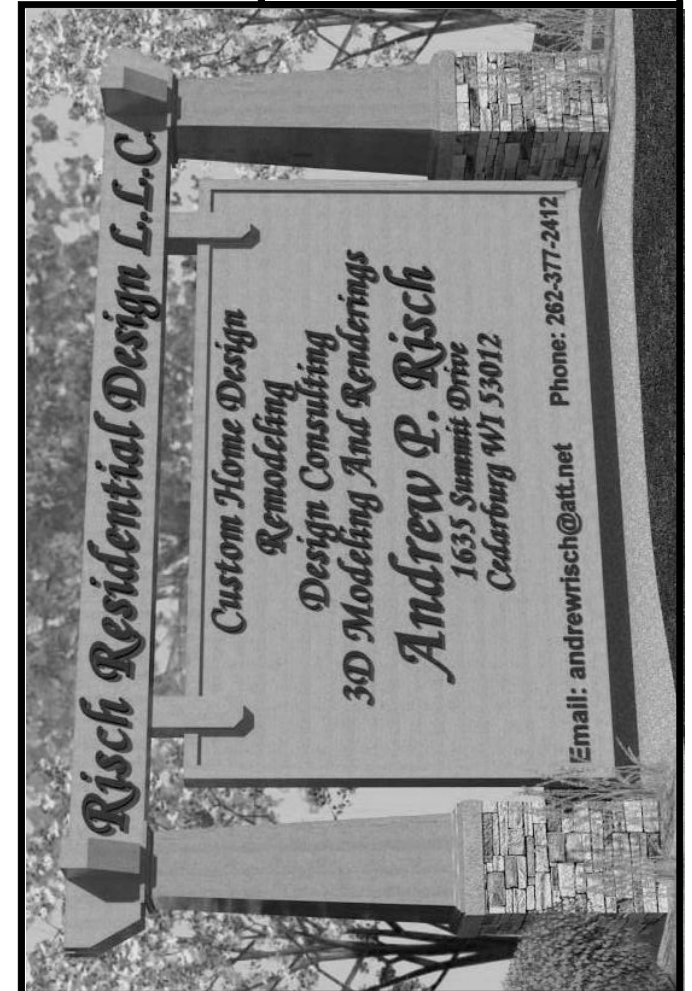


REMODELED RIGHT ELEVATION

PLANS NOT FOR CONSTRUCTION

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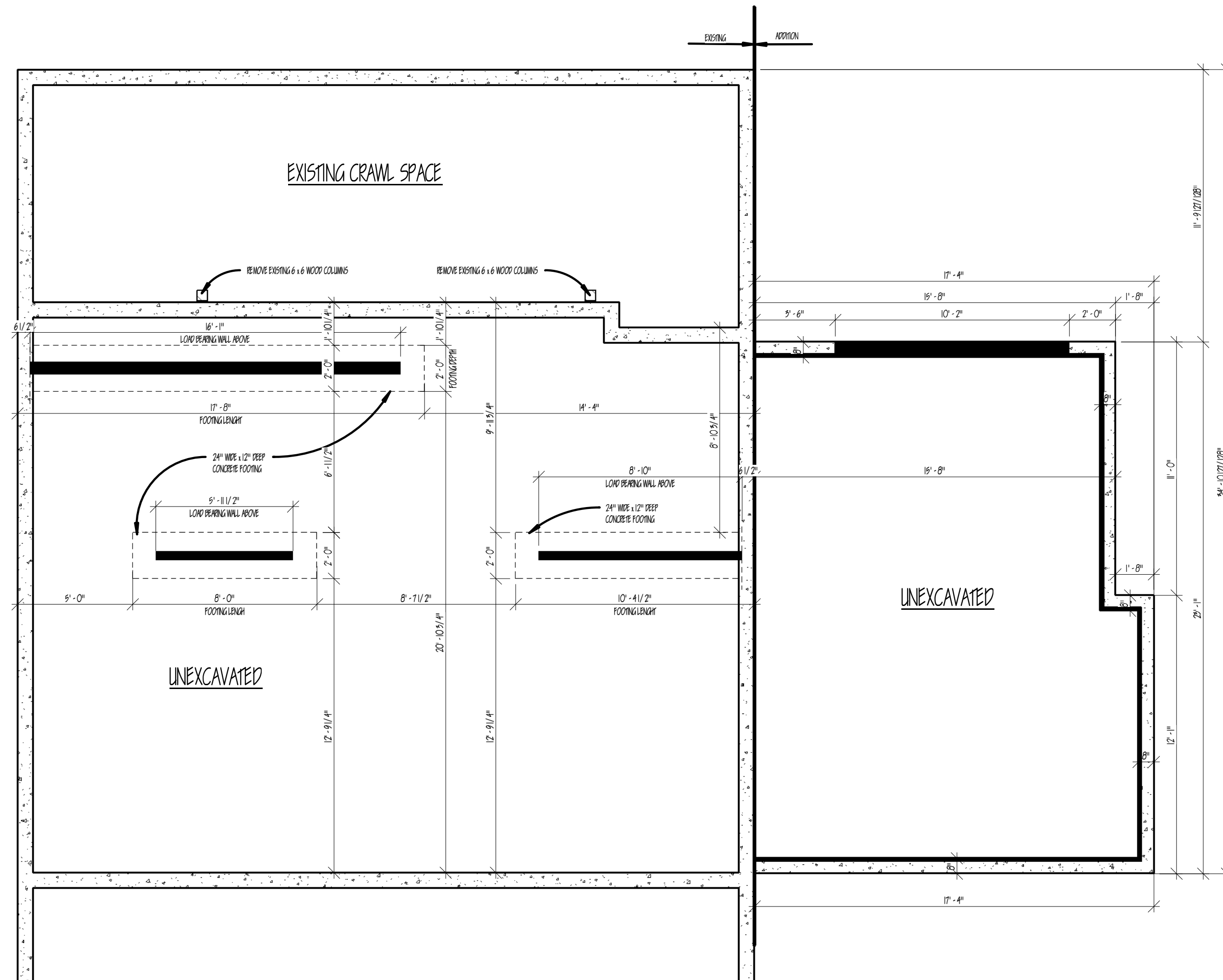


REMODEL FOR:
 ANDREW AND DEBRA HELGESON
 N56W6393 CENTER STREET CEDARBURG

REMODEL:
 ADDITION AND REMODEL

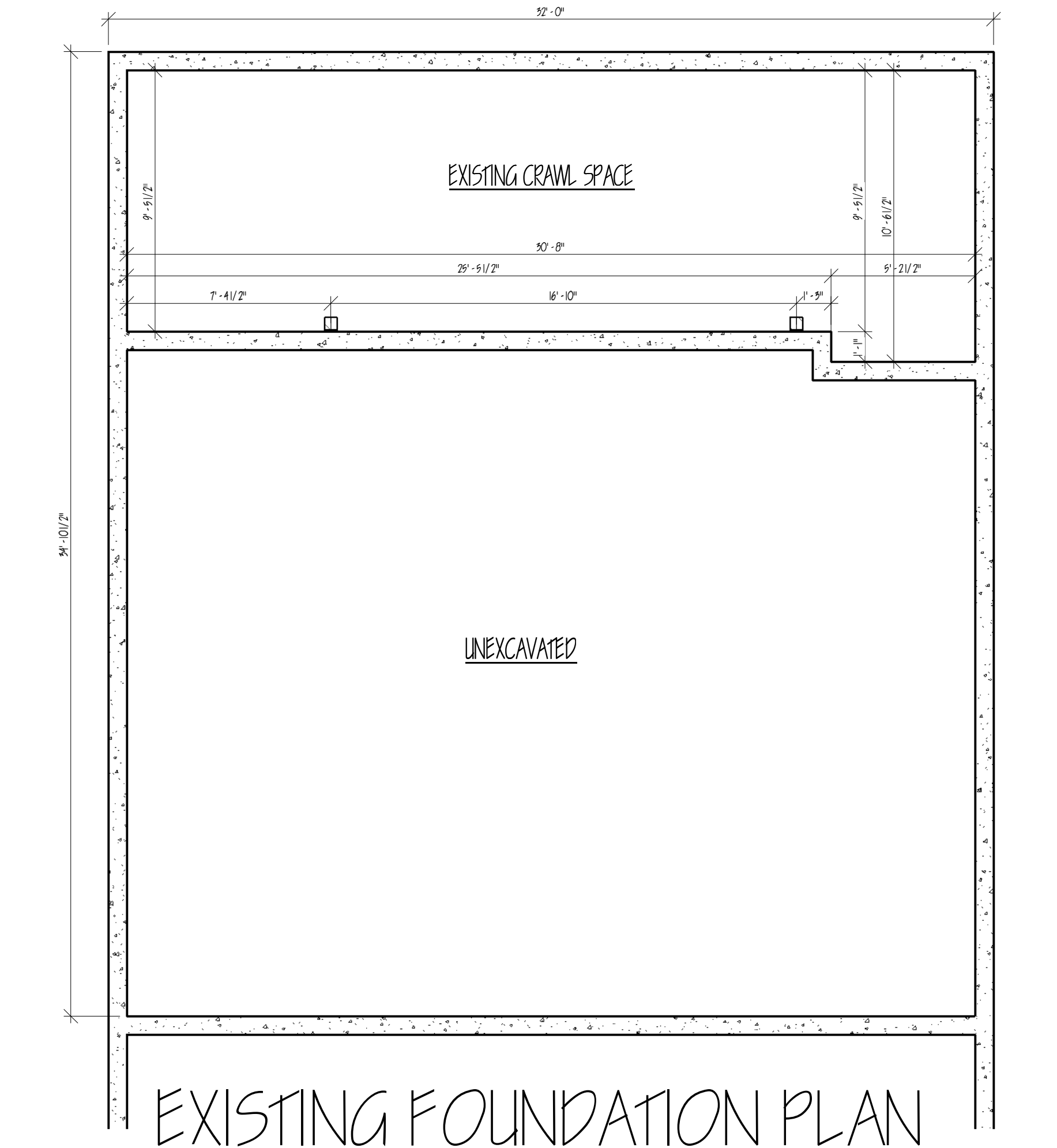
REMODELED
 FRONT AND
 RIGHT
 ELEVATIONS

SHEET
 3 OF 8

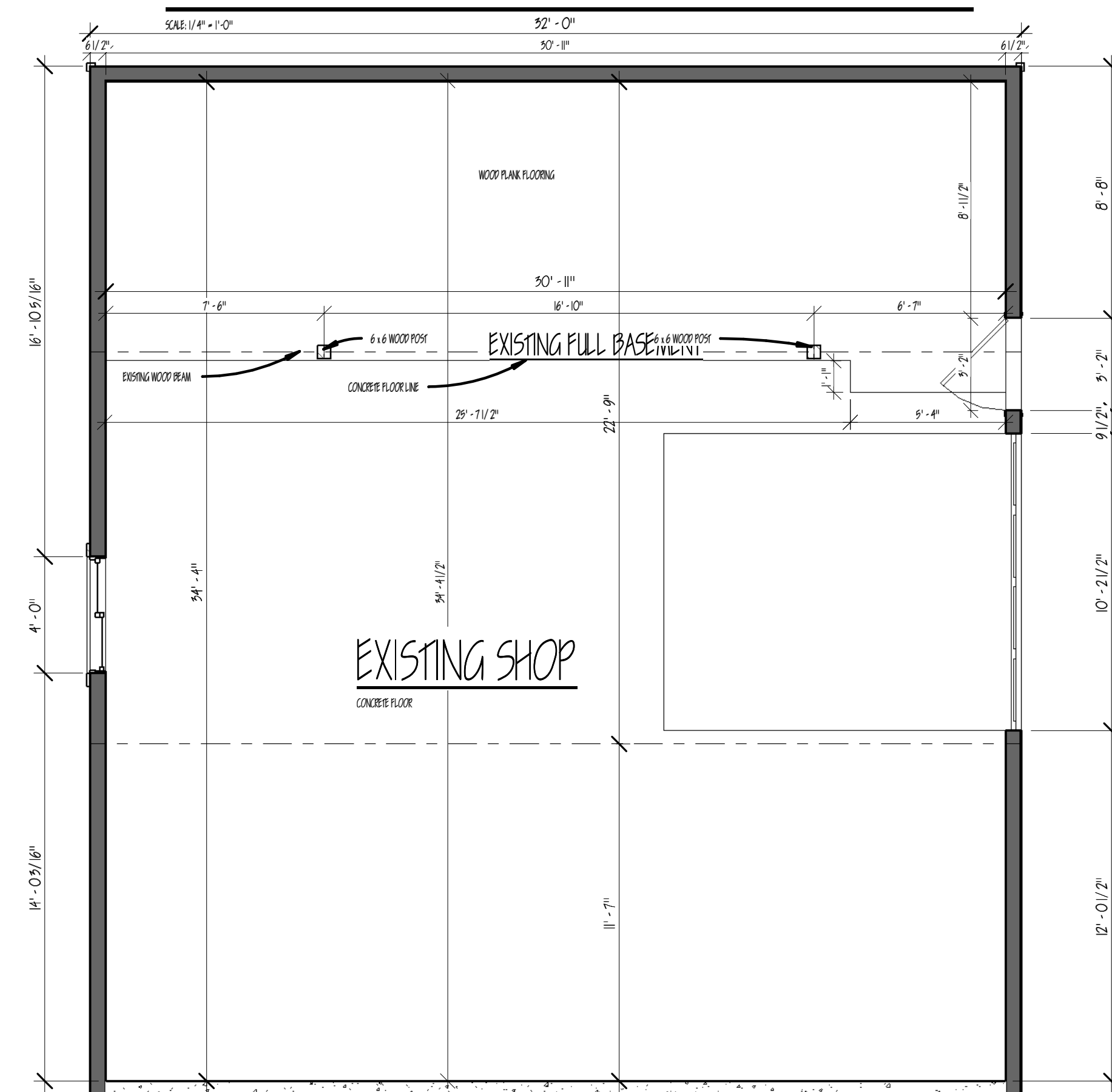


REMODELED FOUNDATION PLAN

SCALE: 1/4" = 1'-0"
 ALL DIMENSIONS TO FORMER UNLESS OTHERWISE NOTED



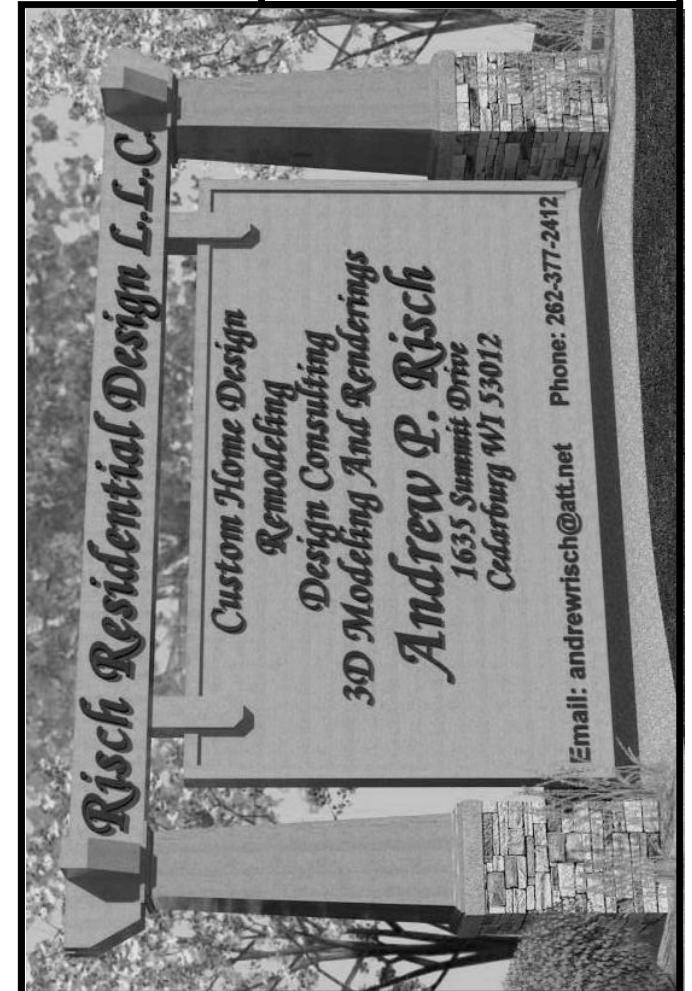
EXISTING FOUNDATION PLAN



EXISTING FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

PLANS NOT FOR CONSTRUCTION



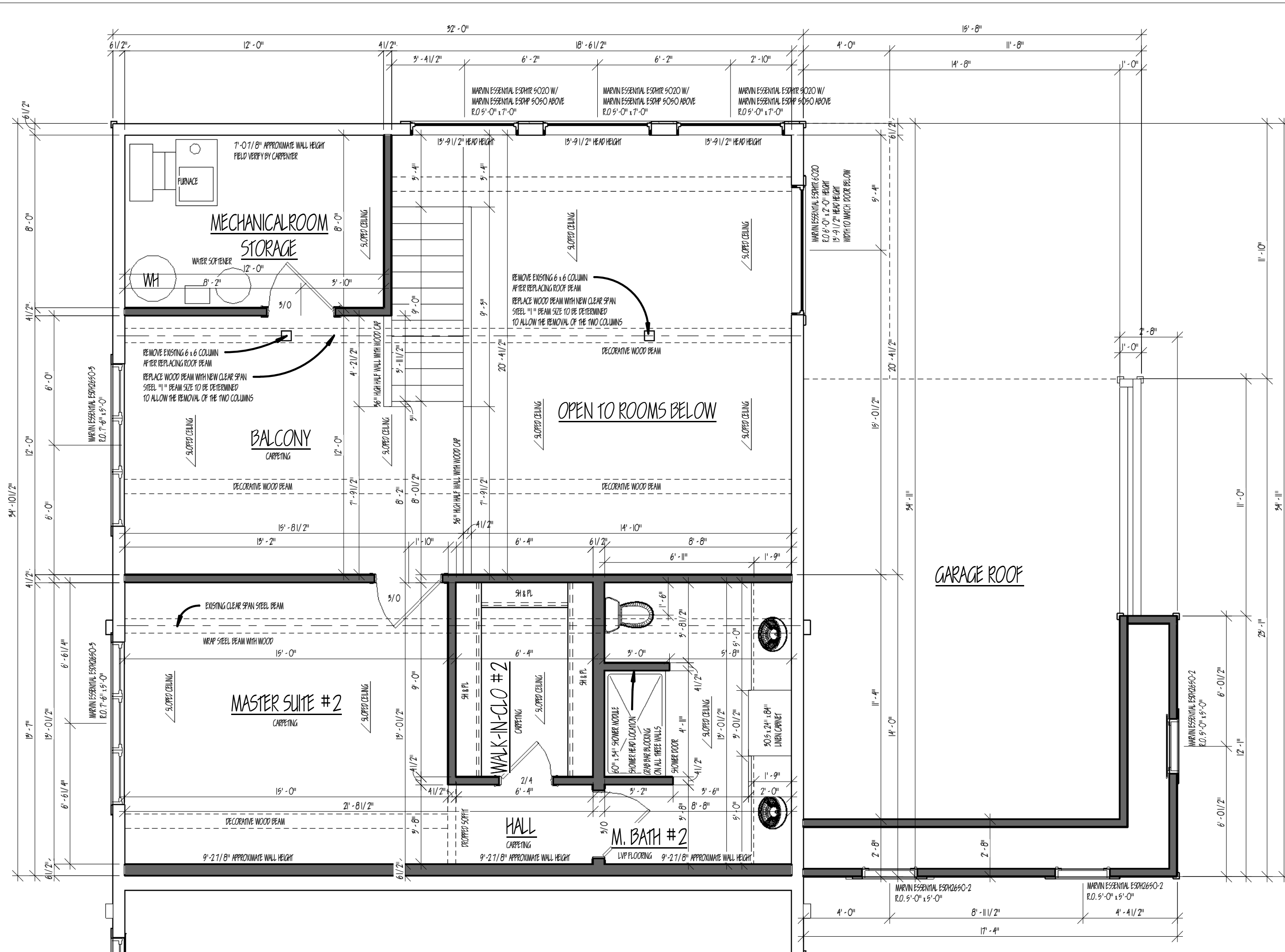
REMODEL FOR:
 ANDREW AND DEBRA HELGESON
 N56W6393 CENTER STREET CEDARBURG
 REMODEL:
 ADDITION AND REMODEL

EXISTING AND REMODELED FOUNDATION & EXISTING FIRST FLOOR

SHEET 5 OF 8

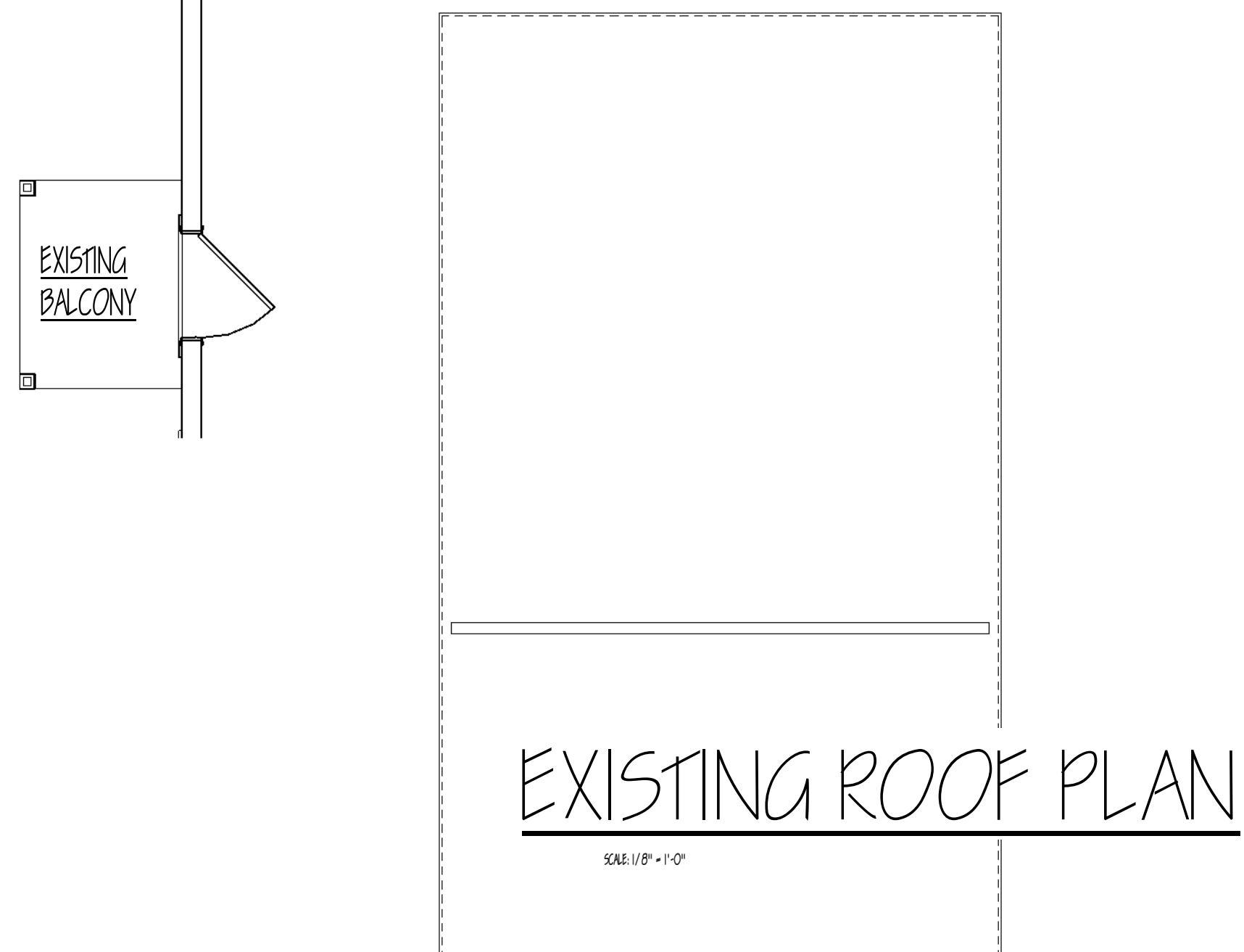
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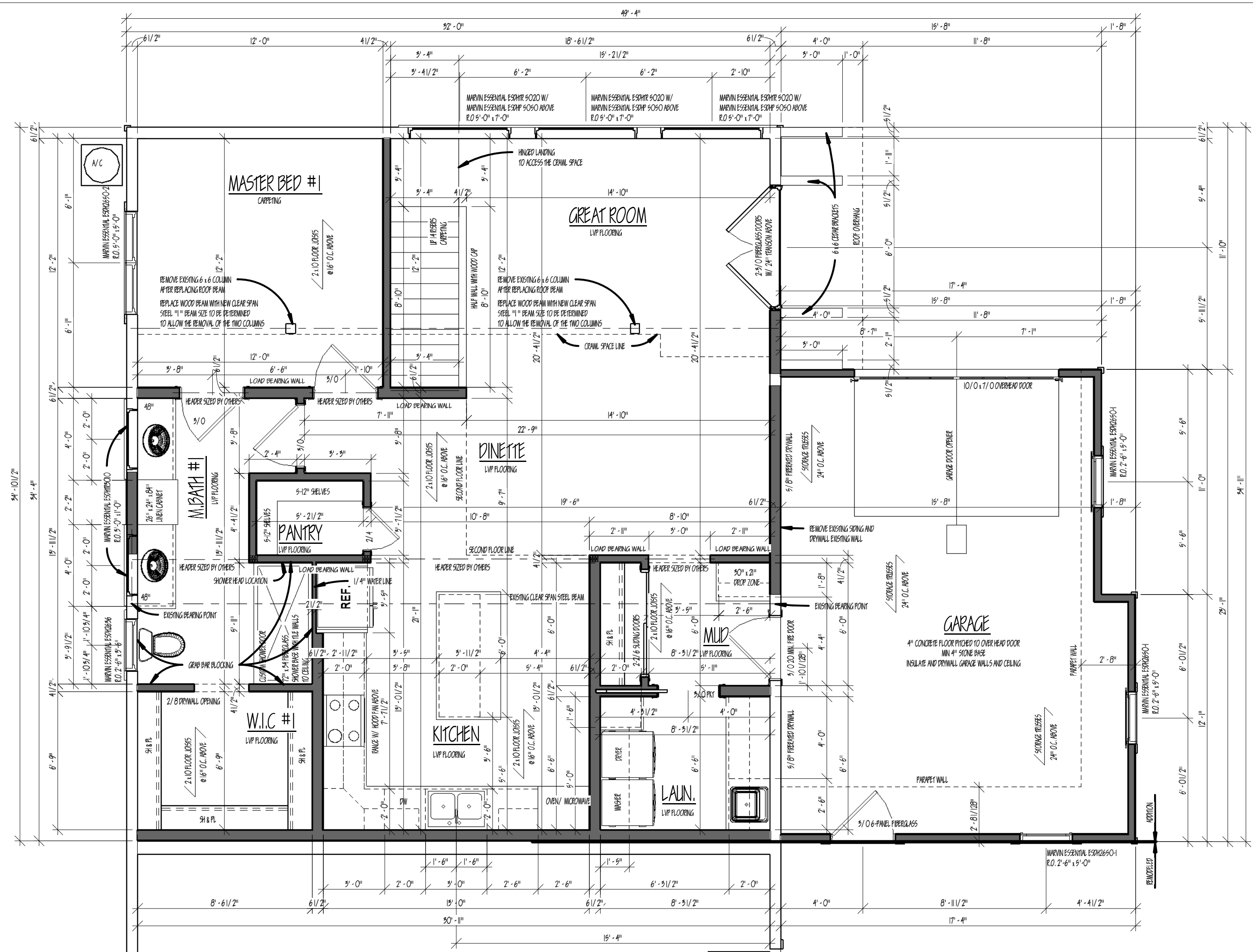
REMODELED SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



EXISTING ROOF PLAN

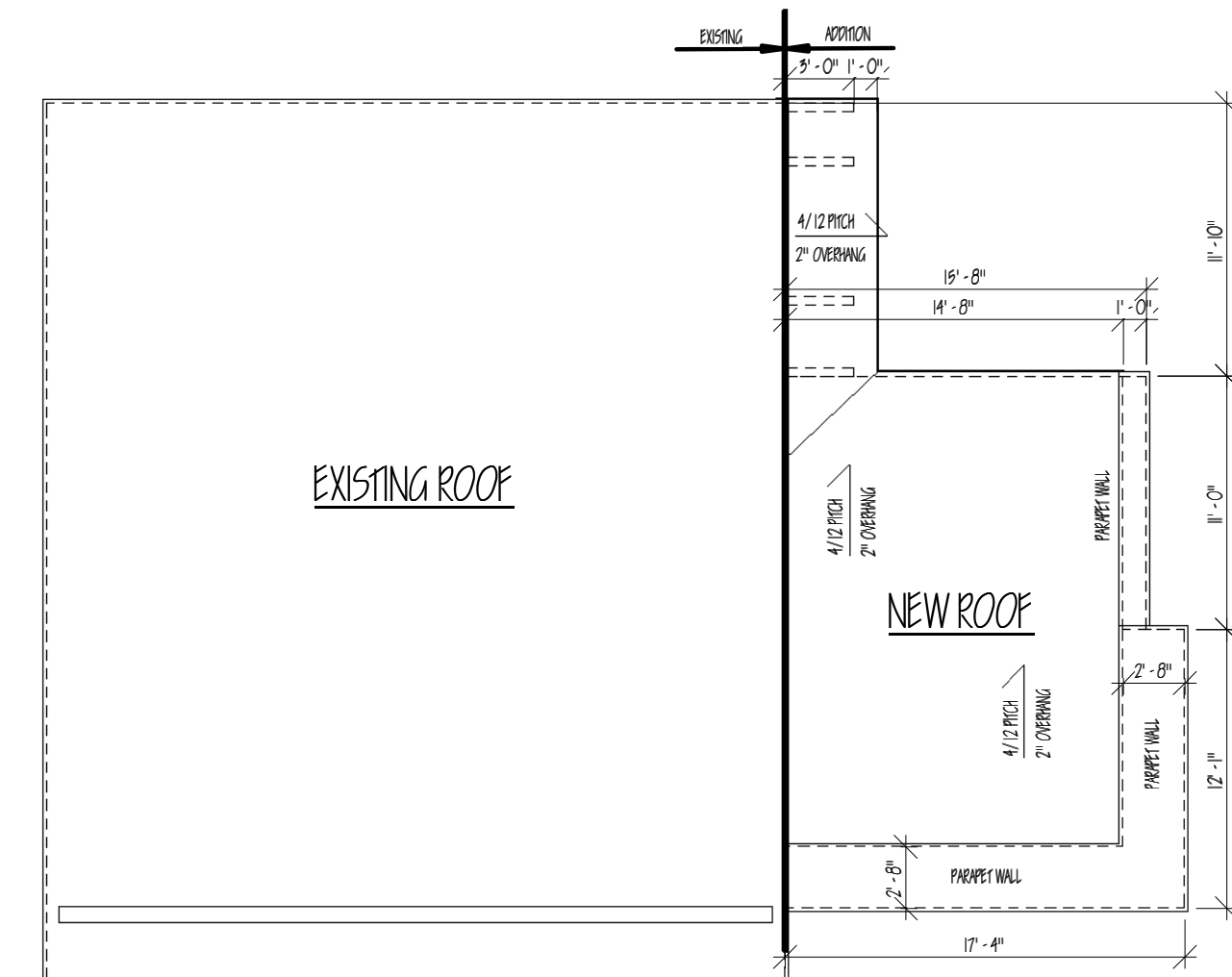
SCALE: 1/8" = 1'-0"



REMODELED FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

NEW WALLS
 NOTES:
 FIRST FLOOR SQUARE FEET = 100
 SECOND FLOOR SQUARE FEET = 140
 TOTAL SQUARE FEET = 240
 GARAGE SQUARE FEET = 360



REMODELED ROOF PLAN

SCALE: 1/8" = 1'-0"

Risch Residential Design L.L.C.
 Custom Home Design
 Remodeling
 Design Consulting
 3D Modeling And Renderings
Andrew P. Risch
 1655 Summit Drive
 Cedarburg, WI 53012
 Phone: 262-377-2421
 Email: andrew@richrd.com

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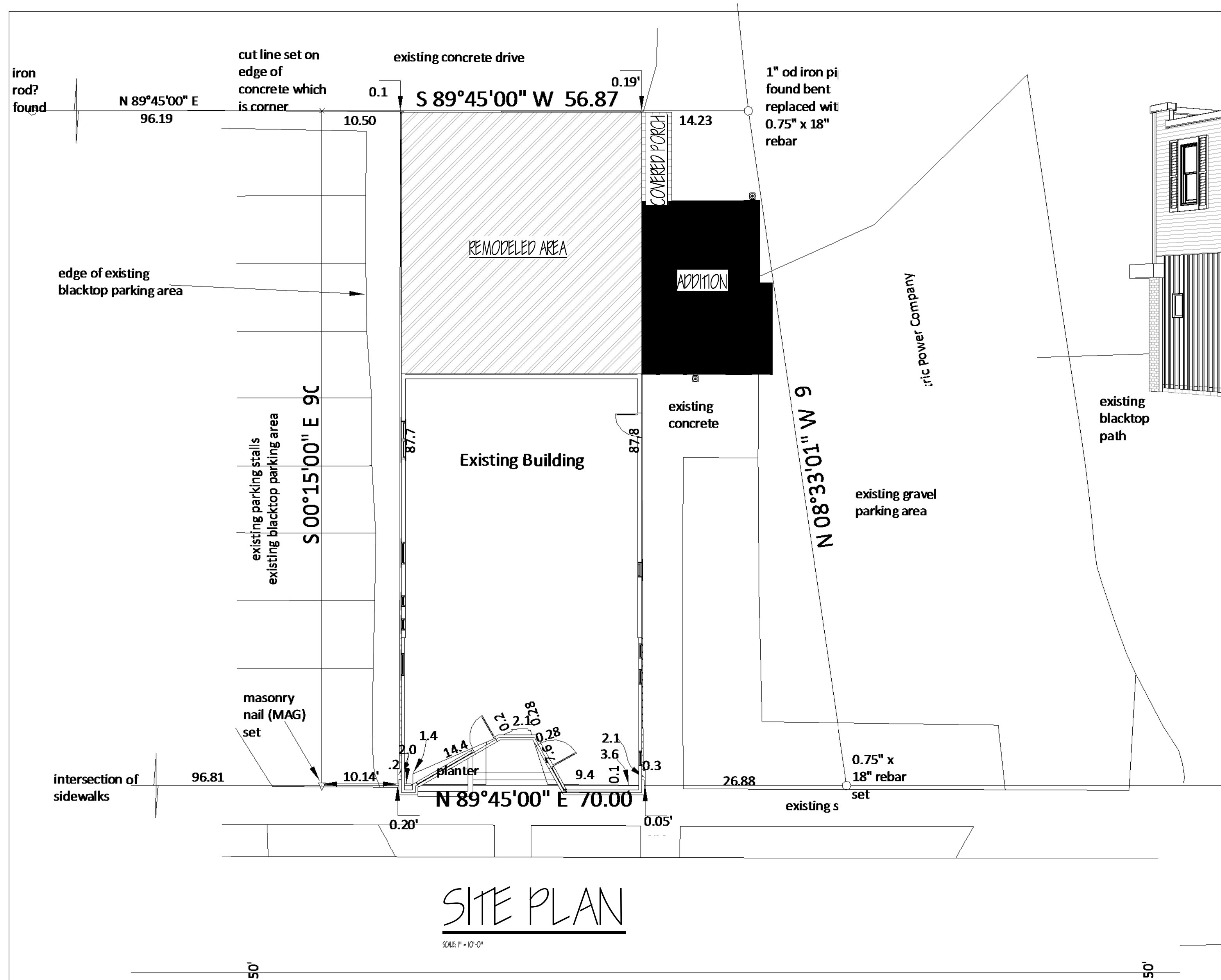
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REMODEL FOR:
ANDREW AND DEBRA HELGESON
 N56W6393 CENTER STREET CEDARBURG
 REMODEL:
 ADDITION AND REMODEL

EXISTING AND
 REMODELED
 FLOOR PLANS,
 ROOF PLANS

SHEET
 6 OF 8

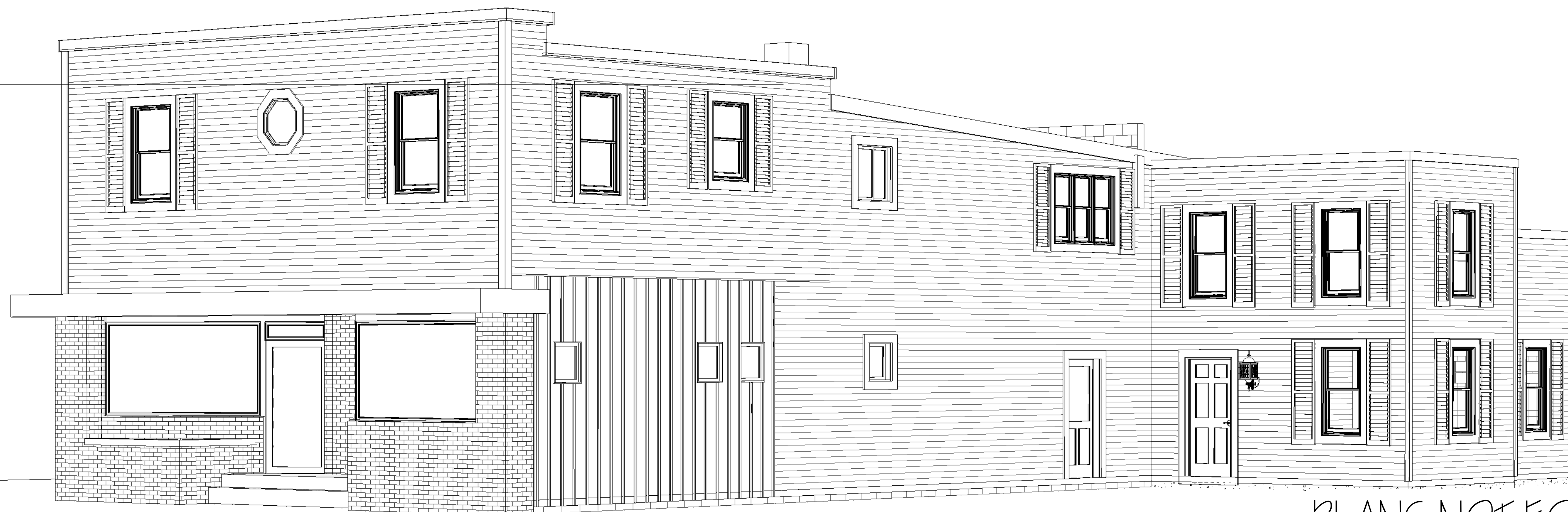
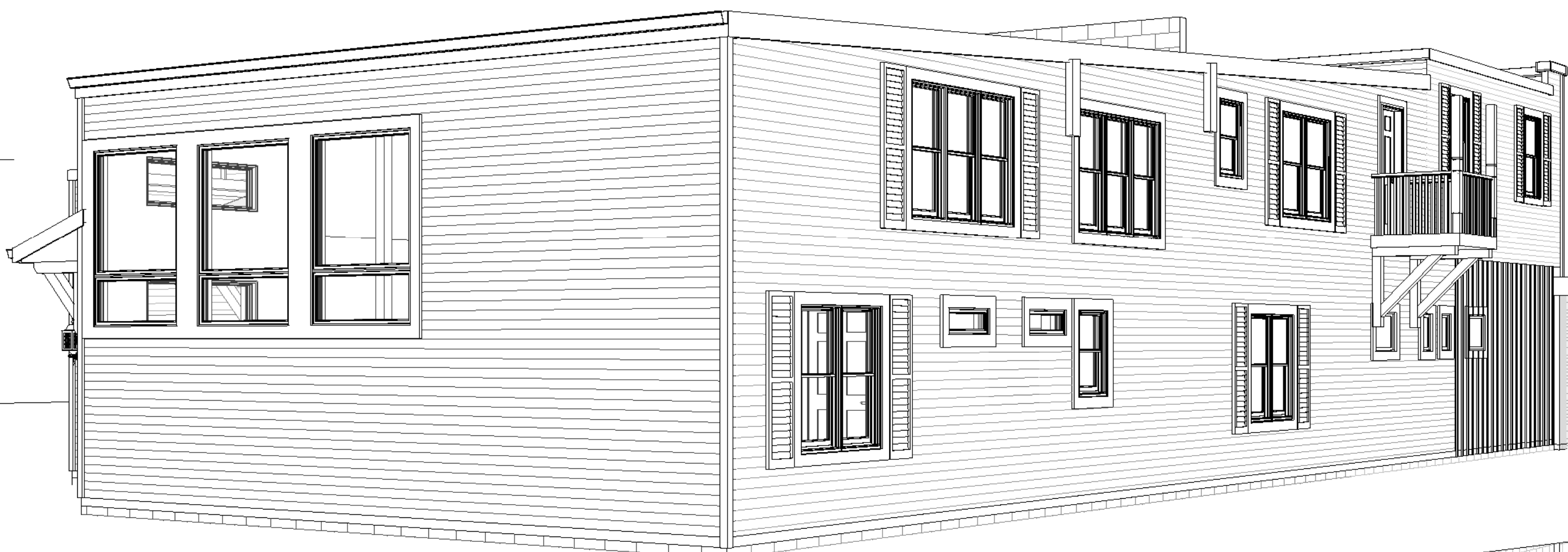
PLANS NOT FOR CONSTRUCTION



SITE PLAN

SCALE: 1" = 10'-0"

Center Street



PLANS NOT FOR CONSTRUCTION

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REMODEL FOR:
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 N56W6393 CENTER STREET CEDARBURG

REMODEL:
 ADDITION AND REMODEL

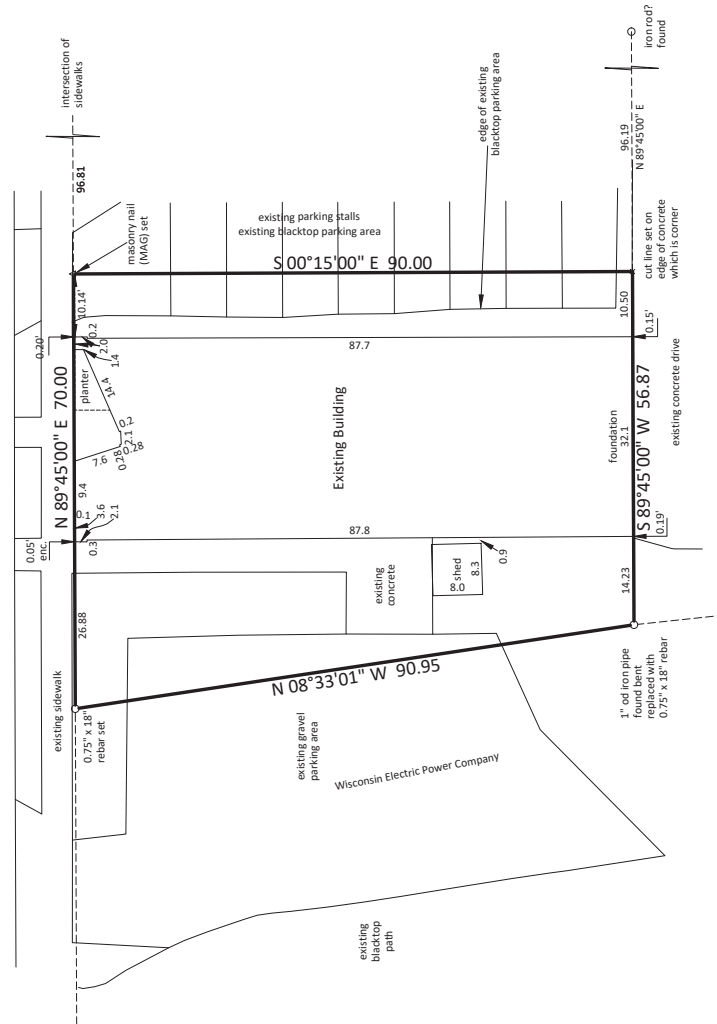
SITE PLAN
 AND 3D
 IMAGES

SHEET
 7 OF 8

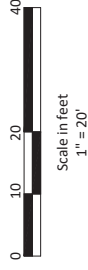
Plat of Survey for Andrew and Debra Helgenson

That part of Lot 2, Boerners Subdivision, in the SE 1/4 of Section 27-10-21 East, in the City of Cedarburg, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of Lot 2 aforesaid, thence N. 89° 45' E. along the north line of said lot, 70 feet to a point, thence S. 0° 15' E. on a line at right angles to the north line of said lot, 90 feet to a point in the south line of said lot, thence S. 89° 45' W. along the south line of said lot, 56.87 feet to the southwest corner of said lot, thence N. 8° 33' W. along the west line of said lot, 90.96 feet to the place of beginning.

Center Street



Bearings are referenced to the monuments found marking the south line of subject lot which has a recorded chord bearing of S 89° 45' W.



State of Wisconsin)
Ozaukee County)s.s.

I certify that I have surveyed the above described Property, and this map is a true representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, and roadways and visible encroachments, if any, to the best of my knowledge and belief.
This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Dated this 28th day of July, 2025.

David J. Leininger
David J. Leininger, S-2285



Homeland Surveying, LLC 2079 Cold Springs Rd. Saukville, WI 53080 Phone: (262) 689-6885 Email: homeland2079@gmail.com

224448

~~224449~~

LEASE

THIS AGREEMENT, made this 20th day of November, 2008, by and between **Wisconsin Electric Power Company**, a Wisconsin corporation, doing business as **We Energies**, with its principal offices located at 231 West Michigan Street in the City of Milwaukee, Milwaukee County, Wisconsin, hereinafter "Landlord", and **Andrew J. Helgeson**, located at 4940 Timbercrest Drive in the City of Cedarburg, Ozaukee County, Wisconsin, hereinafter "Tenant",

WITNESSETH:

That the Landlord does hereby lease, demise and let unto the Tenant, for parking and driveway purposes only, that part of its fee-owned right-of-way lands, being a part of the Southeast ¼ of Section 27, Township 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin, as shown on the drawing attached hereto, marked Exhibit "A", and made a part hereof, being hereinafter referred to as "Premises".

1. TERM The initial term of this Lease shall be 3 years, commencing May 1, 2006 ("Commencement Date") through and including April 30, 2009 ("End Date") being the "Initial Term", and shall thereafter continue on a year to year basis unless terminated as hereinafter provided.

2. RENT During the Initial Term Tenant shall pay to Landlord an annual Base Rent of \$325.00, which rate shall remain in effect for no less than three years, payable in full for three year period beginning May 1, 2006 through April 30, 2009 at the time of execution and delivery hereof. Each year's Base Rent and any other sums due hereunder, shall be paid on or before the first day of May each and every year during the term hereof, in advance, by mailing or personal delivery to Landlord at Cashier A139, Wisconsin Electric Power Company, 231 W. Michigan Street, Milwaukee, Wisconsin 53201-2046 or to such other place as Landlord may designate. The Tenant does covenant and agree to pay the Base Rent, Additional Rent and any other sums due hereunder at the time, at the place and in the manner aforesaid promptly, without delay and without right of offset without the prior written approval of Landlord.

In the event this Lease is still in force and has not been terminated under Section 3 of this Lease hereinafter or otherwise, then effective May 1, 2009 the annual rental shall be adjusted to \$355.00, which shall remain in effect for no less than three years.

3. TERMINATION Landlord or Tenant may terminate this Lease at any time after the expiration of Initial Term upon providing the other party with at least 30 days prior written notice, which termination date shall fall on the last day of a month. Any prepaid unearned rent shall be refunded to Tenant provided there are no other sums due from Tenant or obligations unfulfilled.

4. SUBLETTING / ASSIGNMENT Tenant shall not have the right to assign or pledge this Lease or to sublet the whole or any part of the Premises, whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, without the prior written consent of Landlord.

5. ACCEPTANCE OF PREMISES Tenant has lease the Premises since 2004. Landlord offers and Tenant agrees to take the Premises in its current "as is" condition and Landlord makes no warranty or representation of any kind as to the condition, quality or suitability of the soil, subsoil or surfacing of the Premises or anything thereon or therein, unless the same is specifically set forth in this Lease, for the purposes to which Tenant will utilize the Premises. Tenant acknowledges that Landlord has afforded Tenant sufficient opportunity to inspect the Premises and Tenant's taking possession of the Premises shall be conclusive evidence as against Tenant that the Premises were in good order and satisfactory condition for the hereinafter stated Use.

6. USE OF PREMISES The Premises shall be used for driveway and parking purposes of operable passenger automobiles and trucks only, and no structures or facilities, including signs, signals, and lighting structures shall be erected, constructed or located on the Premises or materials, spoil or

10/28/2008

1 equipment stored (either temporarily or permanently) or trees planted without the prior written approval of
2 Landlord.
3

4 7. PERMITS Tenant shall, at its own cost and expense, promptly obtain any and all licenses, permits
5 and public authority (other than such public authority to be obtained by Landlord) necessary for the use
6 contemplated hereunder and any subsequent permitted use. Tenant shall comply with all governmental
7 laws, ordinances, codes, acts and regulations applicable to its use, maintenance or occupancy of the
8 Premises and shall promptly comply with all governmental orders and directives for the correction,
9 prevention and abatement of any violations or nuisances in or upon, or connected with or resulting from
10 its use, maintenance or occupancy of the Premises, or relating to the reasonable protection of public
11 health, safety or welfare, all at Tenant's sole expense. If, as a result of any change in the governmental
12 laws, ordinances, codes, acts and regulations, the Premises must be altered to lawfully accommodate
13 Tenant's use and occupancy, such alterations shall be made only with the consent of Landlord, which
14 consent shall not be unreasonably withheld, delayed or denied, but the entire cost shall be borne by
15 Tenant; provided that, the necessity of Landlord's consent shall in no way create any liability against
16 Landlord for failure of Tenant to comply with such laws, ordinances, codes, acts and regulations. This
17 Section is not intended to create any liability against or upon Tenant for compliance with any
18 governmental laws, ordinances, codes, acts, regulations or orders which is not due to, caused by or in
19 any manner related to Tenant's use, maintenance or occupancy of the Premises.
20

21 8. MAINTENANCE Tenant, at its sole cost and expense, shall be responsible for maintaining the
22 Premises, its surface, including the repair of surface cracks and replacement of the gravel base and
23 asphalt surface when necessary, its surface driveways, adjoining public sidewalks and approaches,
24 including snow plowing and its removal, and mowing all grassy areas within the Premises at least once
25 each two (2) weeks or more frequently as needed during the growing season, proper trimming of approved
26 trees, shrubbery and replacing dead or dying shrubbery, and all such work shall be performed and
27 completed in a good and workmanlike manner at the sole cost and expense of Tenant and to the
28 satisfaction of Landlord. The use of chemicals for vegetation control must be approved in writing by
29 Landlord. Any work done by Tenant on the Premises shall be performed in such a manner as not to
30 interfere with the use of Landlord's lands for electric lines, gas lines, communication lines and related
31 facilities, both overhead and underground, which presently exist or might be installed at a later date.
32 Tenant further agrees that snow will not be stored under electric lines or against power poles or beneath
33 structures. Furthermore, Tenant, at its sole cost and expense, shall be responsible for maintaining all
34 Tenant improvements.
35

36 9. CONSTRUCTION AND OTHER LIENS Tenant shall have no authority, express or implied, to create
37 or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the
38 interest of Landlord in the Premises or to charge the Rent payable hereunder for any claim in favor of any
39 person dealing with Tenant, including those who may furnish materials or perform labor for any
40 construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally
41 due and payable by it on account of any labor performed, materials, services or supplies furnished in
42 connection with any work performed on the Premises by or at Tenant's direction on which any lien is or
43 can be validly and legally asserted against its Leasehold interest in the Premises or the improvements
44 thereon and that it will save and hold Landlord harmless from any and all loss, liability, cost or expense,
45 including costs of suit and reasonable attorney's fees, based on or arising out of asserted claims or liens
46 against the Leasehold estate or against the right, title and interest of the Landlord in the Premises or
47 under the terms of this Lease. Tenant will not permit any construction lien or any other liens which may
48 be imposed by law affecting Landlord's or its mortgagees' interest in the Premises to be placed upon the
49 Premises arising out of any action or claimed action by Tenant, and in case of the filing of any such lien
50 Tenant will promptly pay same. Tenant shall provide Landlord with Lien Waivers from all contractors and
51 subcontractors for all work performed and material and services supplied by or on its behalf at the
52 Premises. If any such lien shall remain in force and effect for ten (10) days after written notice thereof
53 from Landlord to Tenant, Landlord shall have the right and privilege of paying and discharging the same
54 or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including
55 expenses and interest, shall be so much Additional Rent hereunder due from Tenant to Landlord and
56 shall be paid to Landlord immediately on presentation of a bill therefor.

10/28/2008

1
2 10. DIGGERS HOTLINE Tenant shall contact Diggers Hotline at (800) 242-8511, or such subsequent
3 organization or phone number, to locate any underground facilities at least five (5) days prior to any work,
4 excavation or construction on the Premises in order to determine the location of electric, communication
5 and gas facilities within the Premises and the applicable clearance requirements for work performed in
6 the proximity to such facilities.
7

8 11. HEIGHT RESTRICTION: No machinery, equipment or vehicles shall be operated or parked on the
9 Premises which will exceed a height of 15 feet above the ground, unless approved otherwise in writing by
10 Landlord, or which may in any manner endanger the operation and continued use of the Landlord's
11 present or future facilities.
12

13 12. ELECTRICAL SAFETY CODE During use of and repairs or maintenance to the Premises pursuant to
14 this agreement, while in proximity to electrical conductors or gas facilities presently existing or to be
15 installed at some future date, Tenant hereby agrees to conform to all laws, rules, ordinances, acts and
16 regulations such as O.S.H.A. Safety and Health Regulations for Construction dealing with safe work
17 practices and the operation of equipment near electrical lines and equipment and the provisions and
18 requirements of the Wisconsin Administrative Code, Rules of the Department of Commerce and any
19 amendments thereto. Tenant shall, at all times, comply with the provisions of the Wisconsin State Electric
20 Code, compiled by the Department of Commerce and the Public Service Commission of Wisconsin, and all
21 amendments thereto. Any work done by Tenant on the Premises shall be performed in such a manner as
22 not to interfere with the use of Landlord's lands for communication, electric lines and related facilities, both
23 overhead and underground, which presently exist or might be installed at a later date.
24

25 13. DAMAGE TO ELECTRICAL/GAS FACILITIES Tenant hereby agrees to effectively prevent damage to
26 electrical or natural gas facilities or related or unrelated facilities due to or arising out of the use of the
27 Premises by Tenant, its employees, agents, contractors, customers or invitees. In the event the
28 Premises, adjoining lands or existing electrical facilities or related facilities thereon are damaged as a
29 result of activities conducted on or in any way connected with Tenant's construction, installation,
30 operation, maintenance, repairs, removals or use of the Premises by Tenant, its employees, agents,
31 contractors, customers or invitees, repairs shall be completed by or at the direction of Landlord and paid
32 for by Tenant upon presentation of a bill therefor.
33

34 14. PROXIMITY TO GAS LINES During use of the Premises pursuant to this Lease, while in proximity to
35 gas lines and gas facilities presently existing or to be installed at some future date, Tenant hereby agrees
36 to exercise due caution, comply with all applicable safety laws and regulations and take or suffer no
37 action which results in the gas lines or gas facilities being placed in violation of any applicable law or
38 regulation. In the event the Premises, adjoining lands or existing gas facilities or related or unrelated
39 facilities thereon are damaged as a result of activities conducted on or in any way connected with
40 Tenant's construction, installation, operation, maintenance, repairs, removals or use of the Premises by
41 Tenant, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the
42 direction of Landlord and paid for by Tenant upon presentation of a bill therefor.
43

44 15. DRAINAGE Tenant shall provide whatever drainage facilities are required to adequately drain the
45 Premises, adjoining lands of Landlord or the lands of others in the event that such drainage facilities are
46 made necessary by reason of this Lease and use of the Premises by Tenant.
47

48 16. HAZARDOUS MATERIAL Tenant shall not cause or permit any Hazardous Material to be brought
49 upon, kept, or used in or about the Premises or Landlord's adjoining lands by Tenant, its agents,
50 employees, contractors, or invitees. The use and/or storage of Hazardous Material by or for any
51 subtenant or assignee are prohibited. Tenant shall not discharge, leak, or emit, or permit to be
52 discharged, leaked, or emitted, any material into the atmosphere, ground, storm water or sanitary sewer
53 system, or any body of water, if such material (as determined by the Landlord or any governmental
54 authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or
55 safety of persons, whether located on the Premises or elsewhere; or (b) the condition, use, or enjoyment
56 of any other real or personal property.

1
2 As used herein, the term "Hazardous Material" means:
3

- 4 a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of
5 1976, as amended from time to time, and regulations promulgated thereunder;
6
7 b. Any "hazardous substance" as defined by the Comprehensive Environmental Response,
8 Compensation and Liability Act of 1980, as amended from time to time, and regulations
9 promulgated thereunder;
10
11 c. Any oil, petroleum products, and their byproducts; and
12
13 d. Any substance which is or becomes regulated by any federal, state, or local
14 governmental authority.
15

16 Tenant agrees that it shall be fully liable for all costs and expenses related to the use, storage, and
17 disposal of Hazardous Material kept on the Premises by the Tenant and the Tenant shall give immediate
18 notice to the Landlord of any violation or potential violation of the provisions of this Section. Tenant shall
19 defend, indemnify, and hold harmless Landlord and its agents from and against any claims, demands,
20 penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation,
21 attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or
22 unknown, contingent or otherwise, arising out of or in any way related to:
23

- 24 aa. The presence, disposal, release, or threatened release of any such Hazardous Material
25 which is on, from, or affects soil, water, vegetation, buildings, personal property, persons,
26 animals, or otherwise;
27
28 bb. Any personal injury (including wrongful death) or property damage (real or personal)
29 arising out of or related to such Hazardous Material;
30
31 cc. Any lawsuit brought or threatened, settlement reached, or government order relating to
32 such Hazardous Material; or
33
34 dd. Any violation of any laws applicable thereto. The provisions of this Section shall be in
35 addition to any other obligations and liabilities Tenant may have to Landlord at law or
36 equity and shall survive the transactions contemplated herein and shall survive the
37 termination of this Lease.
38

39 Provided Tenant is not in violation of any federal, state or local laws, rules, ordinances or orders existing
40 at the signing hereof or at some future date pertaining to vehicular discharge, leak, release or emission of
41 any antifreeze, oil, petroleum products and their byproducts from Tenant's vehicles or those of its
42 employees, contractors, visitors and invitees affecting the Premises and provided any such discharge,
43 release or emission is in the typically small amounts associated with parking lot and driveway usage,
44 Tenant shall not be considered to be in violation of this Section. Any larger discharge, leak, release or
45 emission of antifreeze, oil, petroleum products and their byproducts resulting in pooling or runoff of the
46 products must be quickly and thoroughly cleaned up by Tenant and properly disposed of off Landlord's
47 lands or Tenant will be considered in violation of this Section.
48

49 Tenant shall not be considered in violation of this Section due to the presence of fuel in the fuel tanks of
50 its vehicles or the vehicles of its employees, agents, contractors and invitees.
51

52 Nothing contained herein shall be construed to preclude Tenant from using Hazardous Materials in the
53 routine maintenance of the Premises without the prior consent of Landlord so long as such materials are
54 readily available to the general public or are applied by a contractor licensed for such application and are
55 used in compliance with federal, state or local laws and regulations for its intended purpose and is applied

1 in the manner and quantities recommended by the product manufacturer and the Wisconsin Department
2 of Agriculture, Trade and Consumer Protection.

3
4 17. SOLID WASTE Tenant shall not cause or permit any Solid Wastes to accumulate or be stored in or
5 about the Premises. All solid wastes shall be properly stored, handled and routinely disposed of off the
6 Premises in a manner that complies with applicable federal, state and local laws, codes or regulations.
7 Tenant shall not store, handle or dispose of solid wastes in a manner that will pollute or contaminate the
8 atmosphere, ground or water or which may adversely affect the health, welfare or safety of persons
9 whether located on the Premises or elsewhere.

10
11 As used herein, the term "Solid Waste" means any and all materials which are not Hazardous Waste and
12 are not provided by the Landlord with the Premises.

13
14 18. LANDLORD RIGHT TO ENTER The Landlord reserves unto itself and for its agents and contractors
15 the right, at any time, to enter upon the Premises i) for performing studies, gathering of air, water, soil and
16 other material samples, ii) for access to Landlord's lands, iii) for inspection of the Premises for compliance
17 with the Lease terms, iv) to inspect, construct, install, operate, maintain, replace and repair electric lines
18 and related and unrelated facilities, both overhead and underground, upon, over, across, in and beneath
19 and adjoining the Premises and gas lines and related facilities and communication facilities without liability
20 to Tenant, the same as though this Lease had not been entered into. Landlord may, without liability to
21 Tenant, require Tenant to immediately vacate all or part of the Premises upon notice to do so in the event
22 Landlord deems it necessary to make emergency repairs to its facilities. In the event it becomes
23 necessary for Landlord to install or erect additional electric lines, natural gas lines, communication lines
24 and/or related facilities at some future date, Tenant hereby agrees to vacate as much of the Premises as
25 Landlord deems necessary and for such periods of times as may be necessary to install, modify,
26 reconstruct or erect such facilities upon receipt of notice from Landlord to do so. If such vacation lasts
27 longer than seven days the monthly rent shall be prorated from the eighth day based on the area vacated
28 and duration of the vacation. Landlord shall perform and complete all work under this Section as quickly
29 as is reasonably possible to minimize the inconvenience to Tenant.

30
31 19. GOVERNMENTAL JURISDICTION Tenant shall, in the use and occupancy of the Premises, comply
32 with all laws, ordinances, rules and regulations of the City of Cedarburg and other governmental bodies
33 having jurisdiction, over the operation of Tenant's or Landlord's business or occupation of the Premises.

34
35 20. JOB INSPECTOR Tenant agrees to contact Landlord's Construction Supervisor, presently Mr.
36 Roland Simatic, at 414-944-5955 or such subsequent number prior to commencing any work, excavation,
37 construction, removal or restoration on the Premises in order to obtain Landlord's inspector to monitor the
38 project. If at some future date the above contact and/or phone number should change, and Tenant has
39 not been notified of such change, Tenant is nevertheless not relieved of its obligation to contact Landlord
40 and shall then utilize Landlord's then general number [presently (414)221-2345] to contact a Landlord
41 inspector.

42
43 21. TAXES During the Lease Term, Tenant agrees to reimburse Landlord as Additional Rent within 20
44 days of demand therefor for real estate taxes or other assessments for subsequent years during the term
45 hereof as hereinafter determined, which may result from the use or improvement of the Premises by
46 Tenant under the terms of this Lease. In the event Tenant effectively terminates this Lease within the first
47 six months of any year, Tenant shall reimburse Landlord for one half of that year's net real estate tax bill
48 which amount shall be determined by prorating the amount of net real estate taxes and assessments from
49 the previous calendar year. In the event Tenant effectively terminates this Lease within the last six
50 months of any year, or in the event Landlord terminates this Lease for other than material default by
51 Tenant, Tenant shall reimburse Landlord for its prorata share of the net real estate tax bill as determined
52 by prorating the amount of the net real estate taxes and assessments due the previous calendar year. In
53 the event Landlord terminates this Lease due to material default of Tenant, reimbursement hereunder
54 shall be calculated as though Tenant had given termination notice to Landlord.
55

1 22. INSURANCE Tenant agrees to indemnify, save harmless and defend Landlord, its affiliated
2 corporations, their successors and assigns and their respective directors, officers, employees and agents
3 from and against any and all claims, liabilities, losses, costs, damages or expenses (including reasonable
4 attorney fees) for injury to or death of any person and any damages, including those caused by electric or
5 magnetic fields by whomsoever sustained and/or for damage to any property by whomsoever owned,
6 caused by, arising out of incidental to or in any manner connected with its occupation, use or possession
7 of the Premises by Tenant, its employees, agents, customers, invitees or any other person, whether
8 authorized to use the same or not. Tenant agrees to deliver to the Landlord a certificate to the effect that
9 it has in full force and effect a comprehensive general liability insurance policy issued by a reputable
10 insurance company naming Landlord as an additional insured party with Bodily Injury Liability coverage in
11 the amount of \$1,000,000 each person, \$2,000,000 each accident, and Property Damage Liability
12 coverage in the amount of \$1,000,000 each accident, and further providing the Landlord will receive at
13 least ten (10) days notice in writing of any cancellation thereof. Tenant agrees to continue such
14 insurance in force during the entire term of this Lease, and shall furnish like certificates for any renewal
15 thereof. Said insurance policy shall have an endorsement providing coverage for contractual liability.
16 Landlord reserves the right to periodically increase the Tenant's required liability coverage to conform to its
17 typical insurance requirements at that time. The certificate of insurance shall reference WE FILE #87-
18 1361.

19
20 23. EQUIPMENT CHANGES It is understood and agreed that in the event it is necessary to reconstruct,
21 protect, modify, adjust, replace or relocate towers, poles, wires, anchors or guy wires, gas equipment, or
22 other facilities of Landlord due to construction following the completion of the parking lot and other Tenant
23 improvements as called for on the approved plans, operation or maintenance of Tenant's improvements to
24 the Premises, said reconstruction, protection, modification, replacement or relocation shall be performed
25 by Landlord at the sole cost and expense of Tenant and Tenant agrees to reimburse Landlord for the
26 costs and expenses incurred by each immediately upon presentation of a bill therefor. However,
27 Landlord, prior to the commencement of any such work shall advise Tenant of the nature of such work so
28 as to provide Tenant reasonable opportunity and time to minimize Tenant's financial responsibility.

29
30 24. TENANT'S DEFAULT Upon the occurrence of any of the below enumerated "Events of Default" by
31 Tenant, Landlord shall have all rights and remedies available hereunder or at law or in equity, all of which
32 rights and remedies shall be cumulative, including the right to terminate this Lease by written notice to
33 Tenant. Upon such termination, Tenant shall be obliged to forthwith return the possession of the Premises
34 to Landlord, and notwithstanding the termination of this Lease, shall also be liable to Landlord for all unpaid
35 rents prior to the Expiration Date, and other payments hereunder to the end of the Term, and for all
36 reasonable costs, expenses and attorneys' fees that shall be incurred by Landlord in enforcing the
37 covenants and agreements of this Lease. Upon the failure of Tenant upon such termination to return the
38 possession of the Premises to Landlord, Landlord shall have the right to enter upon the Premises without
39 judicial process and repossess the same without liability therefor, and without prejudice to any other rights
40 and remedies herein stated. No such repossession of the Premises by Landlord or reletting thereof shall
41 constitute a termination of Tenant's obligations under this Lease. The following shall constitute Events of
42 Default by Tenant:

- 43
44 a. the failure by Tenant to pay any installment of Base Rent, Additional Rent or any other
45 payment required hereunder within twenty (20) days of receipt of written notice from
46 Landlord;
47
48 b. any breach or failure of Tenant to observe or perform any of its other obligations under the
49 Lease and the failure of Tenant to cure such breach or failure within thirty (30) days after
50 notice in writing to Tenant thereof unless the default cannot reasonably be cured within
51 thirty (30) days and Tenant has commenced and diligently pursued to correct such default,
52 breach or failure then Tenant shall have such additional period of time as may reasonably
53 be required to cure such default but not exceeding ninety (90) days after the first notice
54 thereof from Landlord;
55

- 1 c. the subjection of the Premises to any lien, levy or attachment caused by acts or omissions
2 of the Tenant and the failure to obtain the release thereof within ten (10) days of Landlord's
3 written demand therefor;
4
5 d. any admission by Tenant in writing of its inability to pay its debts as they become due;
6
7 e. the filing by or against Tenant of a petition in bankruptcy or any other insolvency
8 proceeding, which is not terminated within sixty (60) days of such filing; and
9
10 f. any action by Tenant in furtherance of any of the foregoing events.
11

12 In addition to any other right or remedy which it may have hereunder or at law or in equity, Landlord shall
13 have the right to charge interest at the rate of 15 percent per annum upon any installment of rent or any
14 other payment required hereunder not paid within twenty (20) days after the date on which the same shall
15 have become due. Such interest shall be charged from the due date to the date of payment, and shall be
16 payable by Tenant upon demand by Landlord. Landlord shall be entitled to recover from Tenant all costs
17 and expenses, including reasonable attorney's fees, incurred in enforcing the provisions of this Lease.
18

19 If Tenant defaults in performing any of its obligations hereunder, Landlord may, but shall not be obligated to,
20 perform any obligation on behalf of Tenant, and any expense incurred by Landlord in so doing, together with
21 interest at the rate of 15 percent per annum from the date such expense is incurred by Landlord, shall be
22 Additional Rent hereunder due upon demand by Landlord.
23

24 25. REMOVAL OF TENANT IMPROVEMENTS Upon the expiration or earlier termination of this Lease,
25 the Tenant shall remove its personal property and, at the option of Landlord by written direction to Tenant
26 prior to expiration or earlier termination of this Lease or up to 15 days thereafter, either to abandon in
27 place such improvements as Tenant may have installed or caused to be installed on the Premises or
28 remove the improvements and restore the Premises to as good a condition as prevailed prior to its use by
29 Tenant, all at Tenant's sole cost and expense. The removal of improvements and the restoration of
30 Landlord's property shall be accomplished by Tenant within 90 days of the expiration or earlier
31 termination of this Lease. In the event that Tenant fails to remove said improvements and/or restore the
32 Premises to the satisfaction of the Landlord within such 90 days, Landlord shall have the right to remove
33 said improvements and restore its Premises to its satisfaction, and Tenant agrees to pay all costs
34 incurred in performing such work upon presentation of a bill therefor. Additional time for removal may be
35 granted due to extreme or prohibitive weather conditions.
36

37 26. SURRENDER Upon the termination of this Lease, by expiration or otherwise, Tenant shall peaceably
38 and quietly surrender the Premises to the Landlord. If the Premises are not so surrendered and restored
39 as set forth by Landlord, Tenant shall indemnify Landlord against all loss or liability resulting therefrom.
40

41 27. NOTICES TO LANDLORD All notices to the Landlord shall be sent by a nationally recognized
42 overnight delivery service, registered or certified mail addressed to the place of business of Landlord at
43 231 West Michigan Street, Milwaukee, Wisconsin 53201-2046, Attention: Property Management, or such
44 other address as the Landlord may designate in writing. Personal delivery with a signature
45 acknowledgment of receipt by Landlord is always an acceptable means of delivery.
46

47 28. NOTICES TO TENANT All notices to the Tenant shall be sent by a nationally recognized overnight
48 delivery service, registered or certified mail addressed to the place of business of Tenant at 4940
49 Timbercrest Drive, Cedarburg, WI 53012 or such other address or person as the Tenant may designate
50 in writing. Personal delivery with a signature acknowledgment of receipt by Tenant is always an
51 acceptable means of delivery.
52

53 29. OBLIGATIONS SURVIVE All obligations of Tenant hereunder not fully performed as of the expiration
54 or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term
55 hereof, including without limitation, all payment obligations with respect to taxes and all obligations
56 concerning the condition of the Premises. Upon the expiration or earlier termination of the term hereof,

10/28/2008

1 Tenant shall pay to Landlord the amount, as estimated by Landlord, necessary: (i) to repair and restore
2 the Premises as provided herein; and (ii) to discharge Tenant's obligations for unpaid taxes or other
3 amounts due Landlord. All such amounts shall be used and held by Landlord for payment of such
4 obligations of Tenant, with Tenant being liable for any additional costs upon demand of Landlord, or with
5 any excess to be returned to Tenant after all such obligations have been determined and satisfied.
6

7 30. WAIVER OF TERMS AND CONDITIONS The failure by Landlord to enforce or insist upon the strict
8 performance of Tenant's obligations hereunder or any other term or provision hereof shall not constitute a
9 waiver thereof or relinquishment of any such terms or conditions, but the same shall continue in full force
10 and effect. Any waiver, to be effective, must be in writing and specifically refer to the right being waived,
11 and shall not apply to any other right.
12

13 31. COSTS AND ATTORNEY FEES Tenant shall pay and discharge all reasonable costs, expenses and
14 attorney fees that may be incurred or paid by Landlord in enforcing the covenants and agreements of this
15 Lease where litigation is not commenced. In the event litigation is commenced by Landlord or Tenant to
16 enforce any provision of this Lease, the prevailing party (as determined by a judgment in favor of one party
17 or the other) shall be entitled to recover from the other, as additional costs, its reasonable attorney fees and
18 costs incurred in connection with such action.
19

20 32. NO JOINT VENTURE The agreements contained herein are not intended, nor shall the same be
21 deemed or construed, to create a partnership between Landlord and Tenant, to make them joint venturers,
22 nor to make Landlord in any way responsible for the debts or losses of Tenant.
23

24 33. INTEREST AND LEGAL CURRENCY All amounts (unless otherwise provided herein, and other than
25 the Base Rent and Additional Rent, which shall be due and payable as hereinbefore provided) owed by
26 Tenant to Landlord hereunder shall be paid with thirty (30) days from the date Landlord renders
27 statements of account therefor. All such amounts (including Base and Additional Rent) shall bear interest
28 from the date due until the date paid at the annual rate of fifteen (15%) percent. All amounts due or paid
29 by either party hereunder shall be paid in legal currency of the United States.
30

31 34. CAPTIONS The captions in this Lease are inserted only as matters of convenience and for reference,
32 and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this
33 Lease nor in any way affect this Lease.
34

35 35. SEVERABILITY OF PROVISIONS If any term, covenant or condition of this Lease or the application
36 thereof to any person or party or circumstance shall, to any extent, be invalid or unenforceable at any
37 time, the remainder of this Lease, or the application of such term, covenant or condition to persons,
38 parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be
39 affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the
40 fullest extent permitted by law.
41

42 36. INTERPRETATION The laws of the State of Wisconsin shall govern the validity, performance and
43 enforcement of this Lease. Whenever the singular number is used, the same shall include the plural, and
44 the masculine gender shall include the feminine and neuter genders
45

46 37. ENTIRE AGREEMENT This Lease contains the whole agreement between Landlord and Tenant.
47 There are no promises, terms, conditions, or obligations other than those contained herein other than
48 described in this Section. This Lease shall supersede all previous communications, representations, leases
49 or agreements, either verbal or written, between the parties pertaining to the Premises and Landlord's
50 adjoining lands.
51

52 38. AUTHORITY Landlord hereby warrants and represents it has full power and authority to execute this
53 Lease without the further consent or agreement of any other person or entity. Tenant warrants and
54 represents that it is a corporation duly organized, validly existing and in good standing under the laws of
55 the State of Wisconsin, is qualified to transact business in the State of Wisconsin and has the power and
56 authority to consummate the transactions contemplated by this Lease; that all proceedings of Tenant

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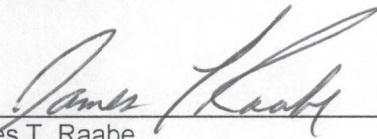
necessary to consummate the transactions contemplated by this Lease have been duly taken in accordance with law; and that the persons executing this Lease on behalf of the Tenant have been duly authorized to execute this Lease.

39. ACCEPTANCE Tenant hereby agrees to accept this Lease upon the terms, conditions, and restrictions hereinbefore set forth, and does covenant to keep and perform each and every one of said terms, conditions and restrictions. The Tenant further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses made and incurred by the Landlord in enforcing the terms and conditions of this Lease.

The covenants herein contained shall bind the parties mutually and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Lease agreement to be executed on the date and year first above written.

WISCONSIN ELECTRIC POWER COMPANY
(Landlord)

By: 
James T. Raabe,
Manager of Property Management

Andrew J. Helgeson
(Tenant)

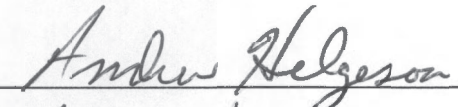
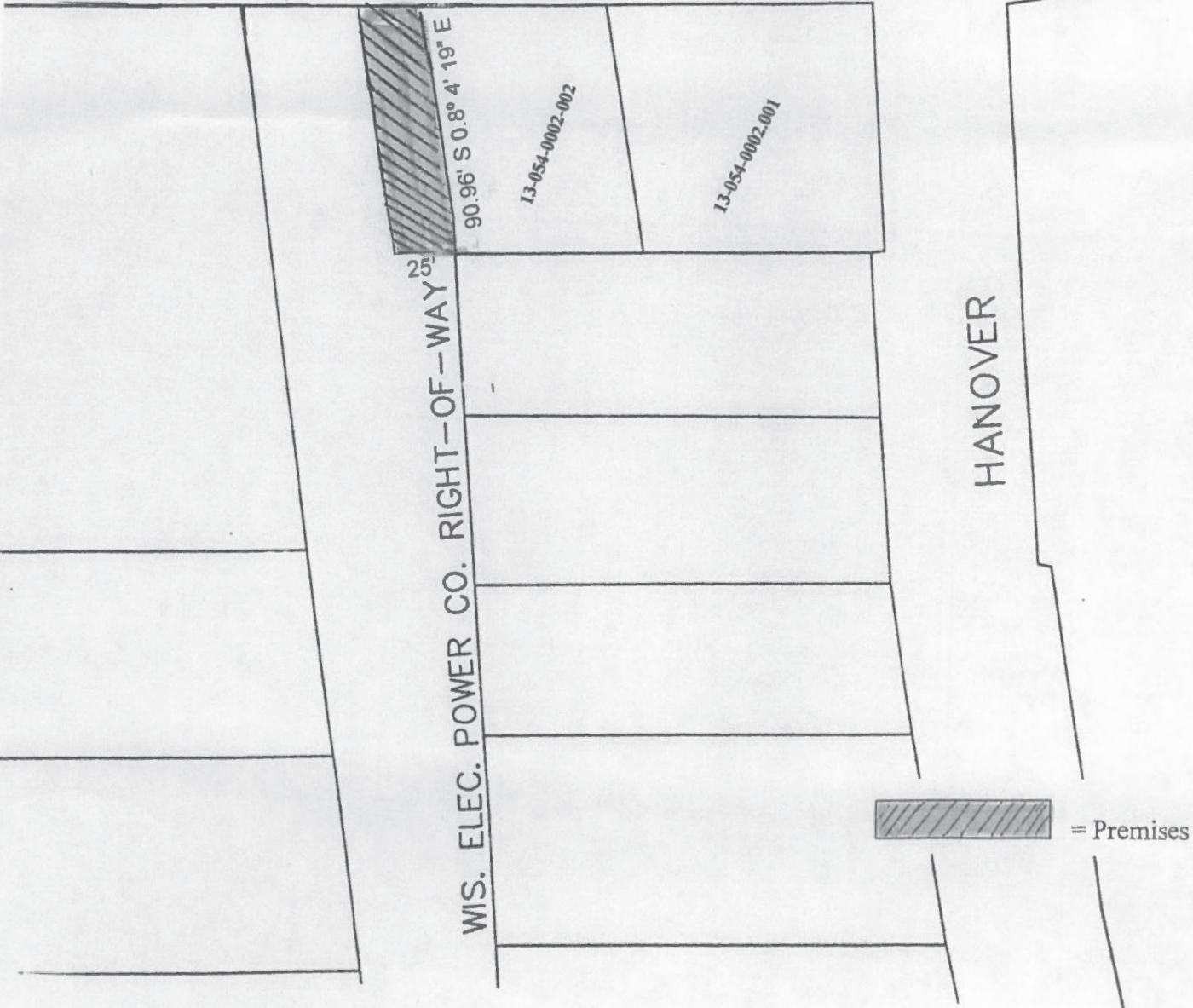
By: 
ANDREW HELGESON
(Print Name)
PRESIDENT
(Title)

EXHIBIT A

CENTER ST.



SE 1/4 Sec. 27 T10N, R21E











THEN & NOW



The Chimes Movie Theater, located at N56 W6393 Center Street in Cedarburg, provided Saturday afternoon entertainment for many moviegoers in the early 1900s when this picture (upper photo) was taken. The theater continued to show movies until the 1960s. The structure now houses a dentist's office and apartments (at right).

Photo courtesy of Edward Rappold

News Graphic
4/23/86

