

VILLAGE OF THIENSVILLE
SPECIAL PLAN COMMISSION
AGENDA

DATE: Tuesday, September 22, 2020

LOCATION: Village of Thiensville
250 Elm Street

TIME: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

Plan Chairman: Van Mobley
Commissioners: Mike Dyer
Rick Gattoni
Carol Gengler
Sarah Hughes
Ken Kucharski
Vacant
Planner: Jon Censky (excused)
Director of Community Services/
Public Works: Andy LaFond

III. BUSINESS

All applicants or their contractors must be present for any approvals.

- A. Review And Recommendation Regarding Cheel Pavilion, Return Widow's Walk To Cheel Structure And Erect Hitching Post Patio, Jesse Daily, Cheel, Llc, 105 South Main Street

Documents:

[VILLAGE PLAN COMMISSION.PDF](#)
[CHEEL PLAN COMMISSION APPLICATION.PDF](#)
[CHEEL COA.PDF](#)
[CHEEL PAVILLION SUBMITTAL.PDF](#)
[PAVILION_THECHEEL_PRESENTATION.PDF](#)
[FULLY EXECUTED PARKING LICENSE AGMT TF AND CHEEL RESTAURANT.PDF](#)

IV. STAFF REPORT

Documents:

[STAFF REPORT.PDF](#)

V. BUSINESS FROM THE FLOOR

Open to any citizen who wishes to speak on items not on the agenda. Please step to the podium and give your name and address for the record.

VI. ADJOURNMENT

Please advise the Thiensville Municipal Hall, 250 Elm Street (242-3720) at least 24 hours prior to the start of this meeting if you have disabilities and desire special accommodations.

Notice is hereby given that a quorum of the Village Board and/or Village Committees may be in attendance at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take any formal action thereto at this meeting.



Village Plan Commission:

Director of Community Services/Public Works Andy LaFond will share Village Planner Jon Censky's report regarding cheel, llc, 105 South Main Street on Tuesday evening.

Amy L. Langlois
Village Clerk/Deputy Treasurer



Village of Thiensville

Plan Commission Application

Property Address: 215 Madero Dr, Thiensville WI 53092

Tax Key # _____

B1

Current Zoning

Property Owner
the cheel

Applicant Same as owner

Name

Name

Jesse Daily

Address

Address

105 S. Main Stt

Phone

Phone

414-241-1013

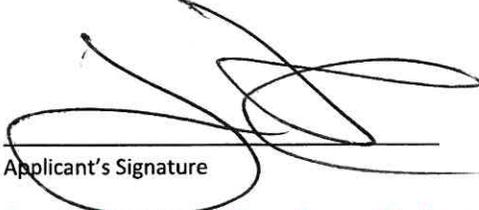
Email address

Email address

Project description

Please describe your project in detail. Include details about height and dimensions, color, materials used and setbacks from the street and property lines. Provide any information that you believe will assist staff in reviewing and approving your request.

See attached presentation and details therein


Applicant's Signature

09/02/20
Date

A complete application along with the appropriate fees shall be submitted by the deadline stated on the meeting schedule to the Village Clerk In order for an application to be considered complete, the application shall include the required number of site plans/maps, and all of the necessary supporting information as indicated on the Project Review Checklist. The applicant is responsible to pay planner charges after a first half hour of planner time. Owner, architect, builder or owner's representative must attend the Plan Commission meeting for action to be taken. Work cannot begin until Plan Commission approval and paid and approved building permit.

Planner Fee Schedule: The Village provides the first half hour of the Village Planner's services. Any additional plan review time is billed at \$50.00/hr

Application Checklist: Two Paper Copies and an electronic copy with files in PDF format (plan size 11X17) must be submitted for all applicable items below for planner review and the Plan Commission packet.

Submit scaled site plan with proposed location and setbacks with accurate dimensions indicating the property size, its relationship to surrounding properties, existing topography, key natural features and show the location of all existing and proposed:

A. Structures, showing all entrances	K. Dumpster location and screening
B. Driveways & street access	L. Location, color, message, dimensions and materials of all signs
C. Parking areas	M. Location, size and character of dedicated or private open space
D. Walkways	N. Location of sanitary sewer, storm sewer, water mains and services and storm water detention facilities
E. Existing landscaping	O. Floor plan of building or addition
F. Abutting public and private streets	
G. Public easements	
H. Surrounding land uses and zoning	
I. Retaining walls	
J. Decorative accessories	

- Storm water management plan. *N/A*
- Completed building permit application (including two full size plan sets with state stamp for commercial and multi-family).
- Grading plan showing existing and finished grades.
- Professionally prepared landscape plan.
- Lighting plan; photometric plan, type of fixtures, wattage and location and height of lighting structures.
- Topographic data or pertinent grade elevations, if necessary, for proper remodeling of existing buildings showing finished exterior treatment.
- Colored elevations of proposed buildings, structures and fencing, or of proposed remodeling of existing buildings, showing finished exterior treatment and a listing of building materials.

Is property in Thiensville's Historic District?

Yes

No

If yes, you must apply for a Certificate of Appropriateness with the Historic Preservation Commission. Complete the COA application. Attendance at HPC meeting is required

**All Commercial and Multi-Family projects including any change of occupancy, change of use, or construction/alteration must be submitted to the Thiensville Fire Department for review, approval, and inspections.*

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VILLAGE STAFF REVIEW

Application Complete. Items needed: _____

Submitted to Village Planner on _____ Planner Staff Report Completed on _____

Plan Commission Meeting Date _____

Historic Preservation Approval (if needed) on _____

ADDITIONAL REMARKS/CONDITIONS:

Village Staff

Title

Date

CERTIFICATE OF APPROPRIATENESS
APPLICATION FORM FOR PROPERTIES IN THE
THIENSVILLE HISTORIC DISTRICT

Applicant: Brookwater Group, Inc.

Name of Business: Cheel / Baaree

Street Address: 107 Buntrock / 105 S Main City: Thiensville State: WI Zip: 53209

Home Phone: _____ Cell Phone: 414-333-2310 Business Phone: _____

Email: thebrookwatergroup@gmail.com / jesse@core-usa.com

Property Owner: 107 Buntrock Ave LLC

Mailing Address: 105 S Main Street

City: Thiensville State: WI Zip: 53092

Contact Phone Number: 414-241-1013

Description of Project: Return widow's walk to Cheel structure and erect Hitching Post Patio

Material, color and impact on existing feature: (INCLUDE COLOR SAMPLES) and photos or sketches and include specifications.

Return iron widow's walk to existing Cheel structure

(See building packet for patio structure)

Proposed Sign(s): Wall Monument/Ground Pole Projecting Marquee, Awning or Canopy

Sandwich Board Directional Sign (Please attach 9 copies of colored sign for HPC including size dimensions, material, and placement of sign)

Signature of Applicant: _____ Date: 09/01/20

Print Name: Jesse Bailey



Thiensville Historic Preservation Commission: Project Approved Project Not Approved

Commission Signature: Ronald Heinrich Date: 9/9/2020

(Comments/Stipulations from HPC): _____

C.O.A. Approved, Widow's Walk, 105 S. Main St.

C.O.A. Approved, Hitching Post Patio, 107 Buntrock

**VILLAGE OF THIENSVILLE
HISTORIC PRESERVATION COMMISSION
MINUTES**

DATE: Wednesday, September 9, 2020

LOCATION: 250 Elm Street
Thiensville, WI
Board Room

TIME: 6:00 PM

I. CALL TO ORDER

Chairman Heinritz called the meeting to order at 6:00 PM.

II. ROLL CALL

Chairman:	Ron Heinritz	
Commissioners:	Jennifer Abraham	Joseph Miller
	Robert Blazich	Thomas Streifender (excused)
	Mary Giuliani	Vacant
Director of Community Services/Public Works:	Andy LaFond	

III. DATE AND TIME OF NEXT MEETING

A. Next meeting scheduled for Wednesday, October 7, 2020 at 6:00 PM.

IV. APPROVAL OF MINUTES

A. Approval of Minutes
1. August 12, 2020

Chairman Heinritz said Item C was "laid over," rather than "tabled."

MOTION by Commissioner Miller, **SECONDED** by Commissioner Abraham to approve the August 12, 2020, Minutes. **MOTION CARRIED UNANIMOUSLY.**

V. BUSINESS

A. Review and approval of Certificate of Appropriateness for cheel Pavilion, Return Widow's Walk to cheel Structure and Erect Hitching Post Patio, Jesse Daily, cheel, llc, 105 South Main Street

Chairman Heinritz said he wanted to consider the Widow's Walk and Hitching Post Patio separately.

With regard to the Widow's Walk, Jesse Daily said portions of the roof were replaced because it was leaking. He already has installed a railing along the Widow's Walk. Commissioner Blazich said he was happy to see the change, which can be seen in old photos of the building. Chairman Heinritz said the changes are a nice addition to return a portion of the building to its original condition.

Historic Preservation Commission Minutes

September 9, 2020

Page two of three

MOTION by Commissioner Blazich, **SECONDED** by Commissioner Miller to approve Certificate of Appropriateness to return Widow's Walk to cheel Structure, Jesse Daily, cheel, llc, 105 South Main Street. **MOTION CARRIED UNANIMOUSLY.**

With regard to the Hitching Post Patio, Director LaFond provided an overview of the zoning of the property. Director LaFond, Village Administrator Colleen Landisch-Hansen, Village President Van Mobley and Planner Jon Censky met with the applicants, Jesse and Barkha Daily, and their builder to talk about project details prior to consideration by the Historic Preservation Commission and the Plan Commission. Setbacks in the B-1 District are at the discretion of the Plan Commission. There are no limits on the amount of accessory buildings in the Commercial District. This building will be constructed on the adjacent CORE Consulting parcel. In the Historic District, parking in the area is at the discretion of the Plan Commission. Parking concerns were discussed during the meeting. The goal is to have a lively, vibrant district. Staff suggested that the applicants not count on all of the public parking spaces for their needs, but that it would show goodwill to the Plan Commission to obtain some private parking. Director LaFond said a lease has been obtained with Boucher Ford for an additional 12 spots.

Jesse Daily said the proposal will result in the loss of three of the existing 15 parking spaces in their parking lot. Parking spots will open up when an existing tent is removed next year. Commissioner Giuliani asked if this was a temporary or permanent structure. Jesse Daily said it is permanent.

Barkha Daily said business now is currently weather dependent. On a recent day with bad weather, many reservations were canceled because guests did not want to sit inside. In addition to a significant reduction in revenue, the business was faced with paying cash on delivery for food and other supplies as it resumed business after the COVID shutdown in spring. Jesse Daily said that restaurants have not been able to recover losses through insurance.

Barkha Daily said the solution is to provide peace of mind to customers. The tent is not sustainable into cold weather. The plan would allow the cheel to maintain social distances and adequate seating. It is important to protect employees as well as customers. The Hitching Post was designed by Anna Burns, who designed the outdoor area at Fiddleheads and the beer garden at the cheel.

The Hitching Post incorporates elements of the Village into its design, including the historic fire station and the existing cheel building. Jesse Daily said the structure will be completely open-air during warmer months. During winter, there will be a radiant heating system. The air inside the pavilion will be exchanged every 15 to 25 minutes. The upstairs will be an open-air patio. Patio furniture purchased this year for the open-air tent will be used.

Commissioner Giuliani clarified where the Hitching Post will be located and asked if it would be connected to the cheel. Jesse Daily said it would be located in the area now occupied by the dining tent. It will not be connected to the cheel partly due to fire code issues. Jesse Daily said the current flow of the parking lot – enter from Main Street and exit onto Buntrock Avenue – will be maintained.

Director LaFond said in any district but this, 56 parking spots would be necessary to accommodate all the properties at peak time. That includes the cheel customers and employees, CORE Consulting and residential tenants. In the B-1 zoning district, parking is at Plan Commission discretion. Jesse Daily said a combination of street parking, parking on the site and the 12 spots leased from Gordie Boucher will result in 66 available spots.

Barkha Daily said the Hitching Post is part of a larger effort for the business to succeed through COVID. Other steps include hiring a party planner, who is working to book events at the restaurant. Jesse Daily said the Hitching Post is essential to the business surviving the pandemic. The summer was successful. Jesse Daily said he appreciates Village's

Historic Preservation Commission Minutes
September 9, 2020
Page three of three

willingness to be flexible in terms of allowing the tent and additional signage. The cheel has about 40 employees and about 75 percent live in Ozaukee County.

Commissioner Abraham asked about lighting. Jesse Daily said the lighting will be dimmable “mood lighting” similar to what exists inside the cheel.

Jesse Daily said the Hitching Post will be pre-fabricated off-site. It will be erected in approximately 3 weeks after approval. Commissioner Giuliani asked about the height. Jesse Daily said the rooftop patio will be the same height as the porch for the tenant unit above the cheel.

Chairman Heinritz asked to discuss the architectural features. Jesse Daily said the entrance will provide an opportunity to have a waiting room for the cheel, which does not exist now. The railing on rooftop patio is approximately 4 feet high. Chairman Heinritz suggested adding coach lighting on the exterior of the building. Barkha Daily said she liked the suggestion and said they would consider something that is dimmable. Jesse Daily said there will be no signage on the Hitching Post. The “Open” sign will be moved from the patio to this building.

Chairman Heinritz said commissioners should discuss provisions in the Historic Preservation ordinance that relate to whether the structure is compatible or detrimental to other buildings in the Historic District. Commissioner Miller said the proposed building will look good and enhance the area. It will look better than having a tent there. Commissioner Blazich said the building is attached and will take nothing away from the adjacent historic building. Chairman Heinritz said there are several styles of buildings on South Main Street. This building will not detract from the area and will make it more interesting. The State Historical Society wants commercial properties in historic districts to survive and thrive. The building is a little different in style, but it will fit in.

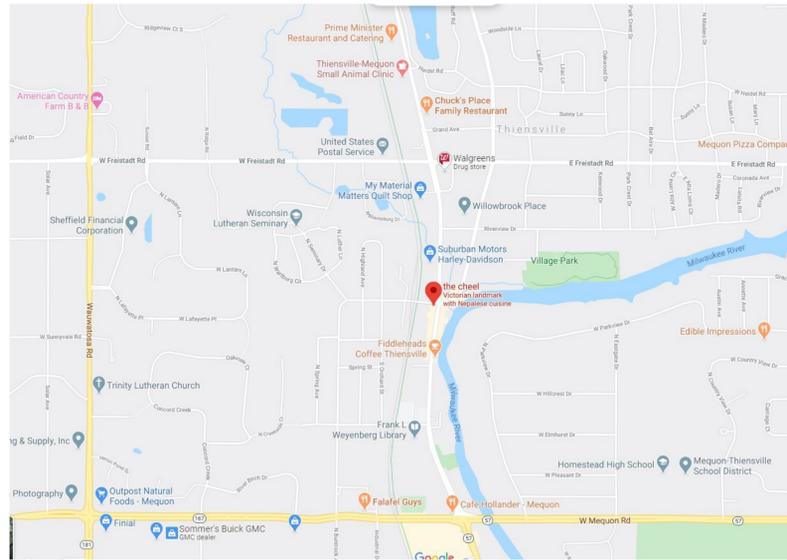
MOTION by Commissioner Miller, **SECONDED** by Commissioner Abraham to approve a Certificate of Appropriateness for Hitching Post Patio, Jesse Daily, cheel, llc, 105 South Main Street. **MOTION CARRIED UNANIMOUSLY.**

Jesse Daily asked commissioners for their opinion on paint color. The cheel may be repainted this fall. Chairman Heinritz suggested returning with drawings of what the paint scheme would look like. Jesse Daily said the current dark green on the cheel would be replaced with red and the light green would be replaced with gray. Director LaFond said a Certificate of Appropriateness for the paint scheme could be considered at the upcoming October 7 meeting. A rendering and paint samples should be included with the application.

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CHEEL PAVILION

105 S Main St, Thiensville, WI 53092



SHEET INDEX

- A-1 TITLE SHEET
PROPOSED BUILDING VIEWS
- A-2 SITE PLAN
- A-3 MAIN LEVEL FLOOR PLAN
- A-4 FOUNDATION PLAN
BUILDING ELEVATIONS
- A-5 REFLECTED CEILING PLAN
- A-6 SECOND FLOOR PLAN
CROSS SECTION VIEW



NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/01/20

SHEET TITLE:
PROJECT INFORMATION

PROJECT DESCRIPTION:
CHEEL PAVILION
JESSE & BARKHA DAILY
105 S MAIN STREET
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5664 www.thebrookwatergroup.com

DATE:
8/13/2020

SCALE:
1/2" = 1'-0"

SHEET:
A-1

REBAR FOUND
2.14' N. OF
ACTUAL CORNER

2 STORY BRICK
BUILDING #107

3 STORY FRAME
AND CONC. BLOCK
BUILDING

1.0" O.D.
S.P. FOUND



PROPOSED
1 STORY PAVILION

OPEN AIR
VESTIBULE

FRAME GARAGE

2 STORY
FRAME BUILDING

CONCRETE PAVEMENT

EXISTING ASPHALT

1 PROPOSED SITE PLAN
A2 SCALE: 1/8" = 1'-0"



NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/01/20

SHEET TITLE:
SITE PLAN

PROJECT DESCRIPTION:
CHEEL PAVILION
JESSE & BARKHA DAILY
105 S MAIN STREET
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

8/13/2020

SCALE:

1/8" = 1'-0"

SHEET:

A-2

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/01/20

SHEET TITLE:
**FIRST FLOOR PLAN
INTERIOR ELEVATIONS**

PROJECT DESCRIPTION:
CHEEL PAVILION
JESSE & BARKHA DAILY
105 S MAIN STREET
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

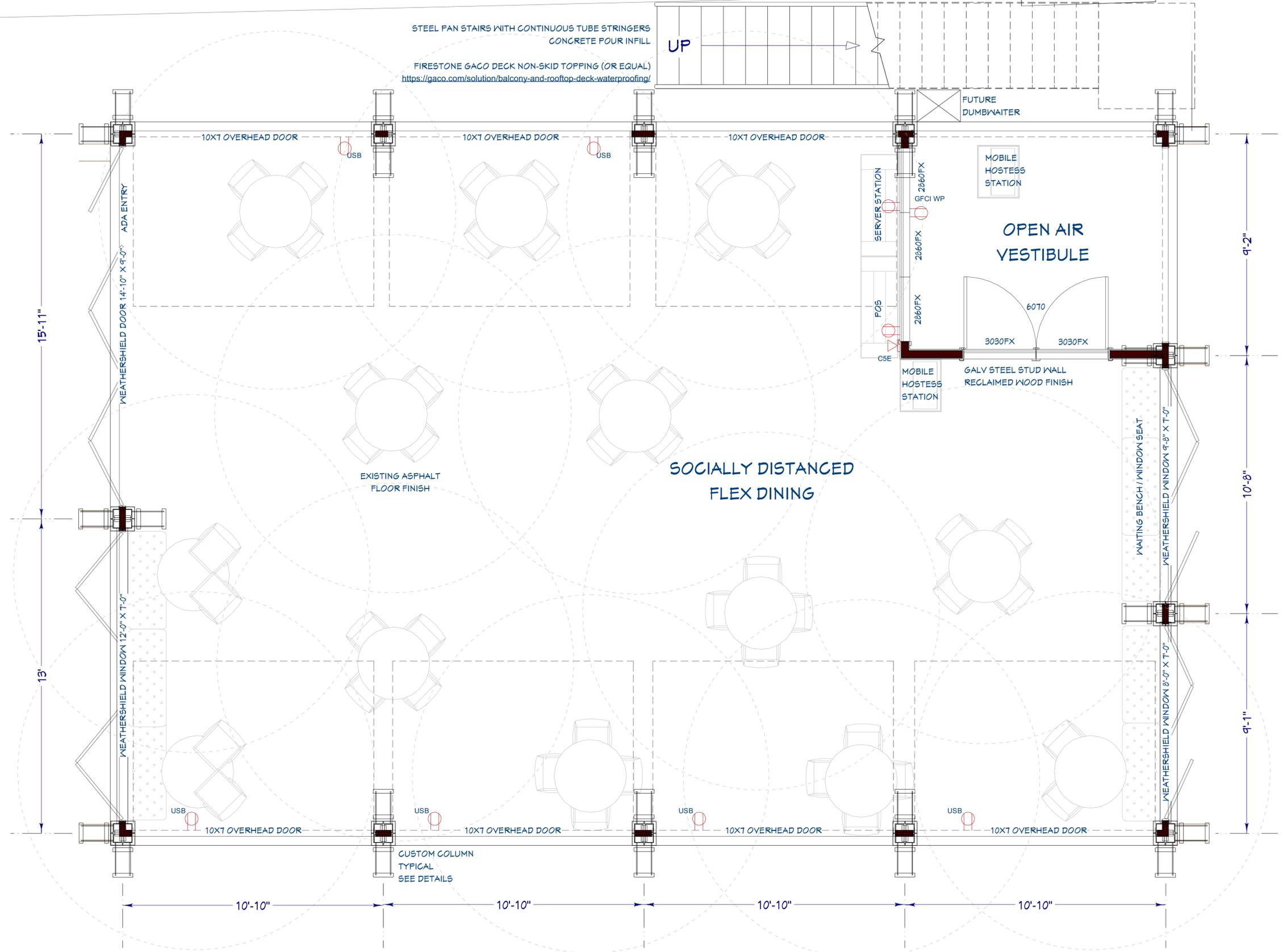
8/13/2020

SCALE:

1/2" = 1'-0"

SHEET:

A-3



1 PROPOSED FIRST FLOOR PLAN
A3 SCALE: 1/2" = 1'-0"

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/01/20

SHEET TITLE:
**FOUNDATION PLAN
ELEVATIONS**

PROJECT DESCRIPTION:
CHEEL PAVILION
JESSE & BARKHA DAILY
105 S MAIN STREET
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

8/13/2020

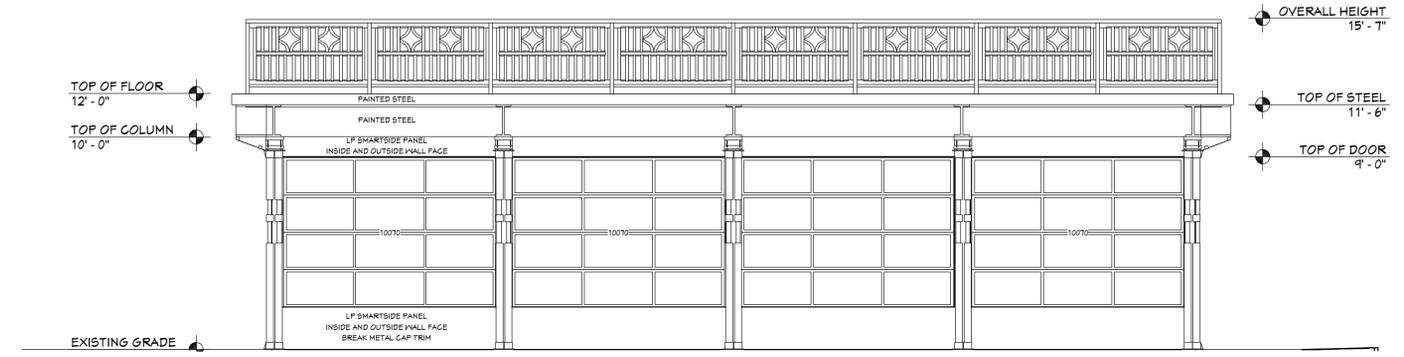
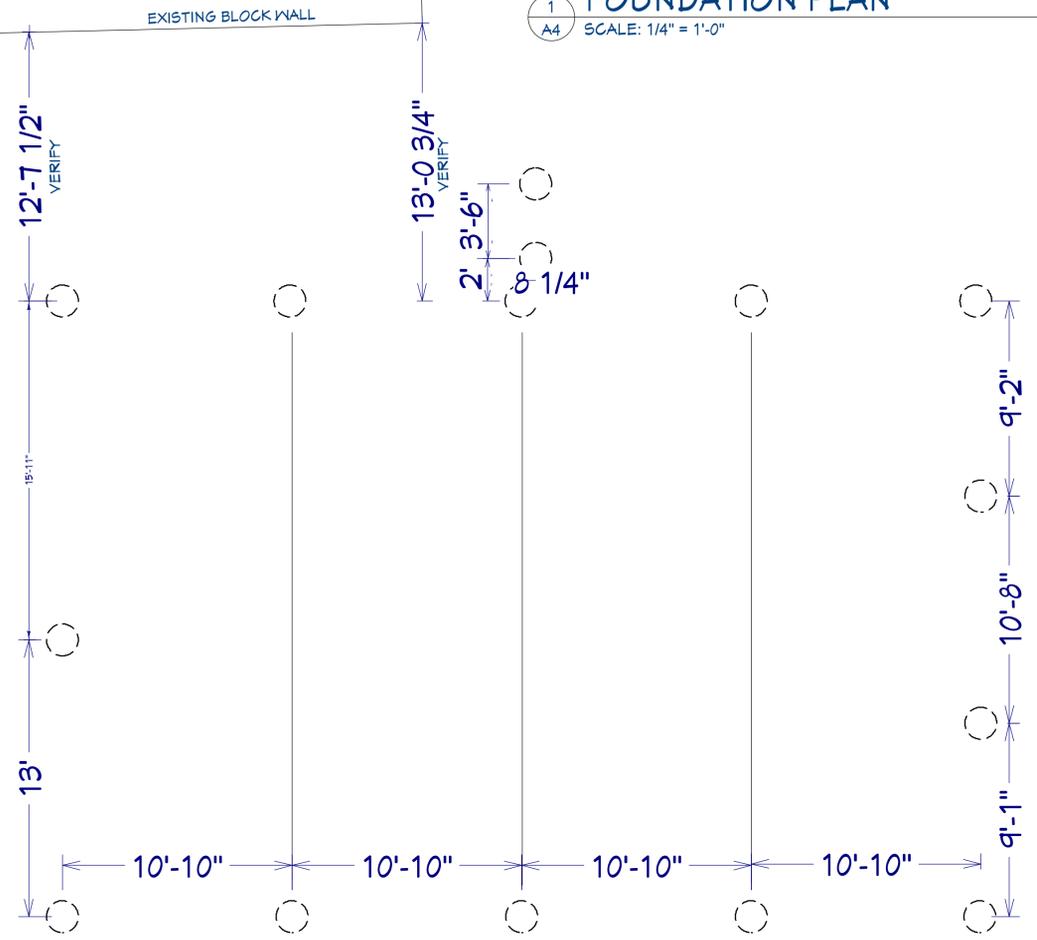
SCALE:

1/4" = 1'-0"

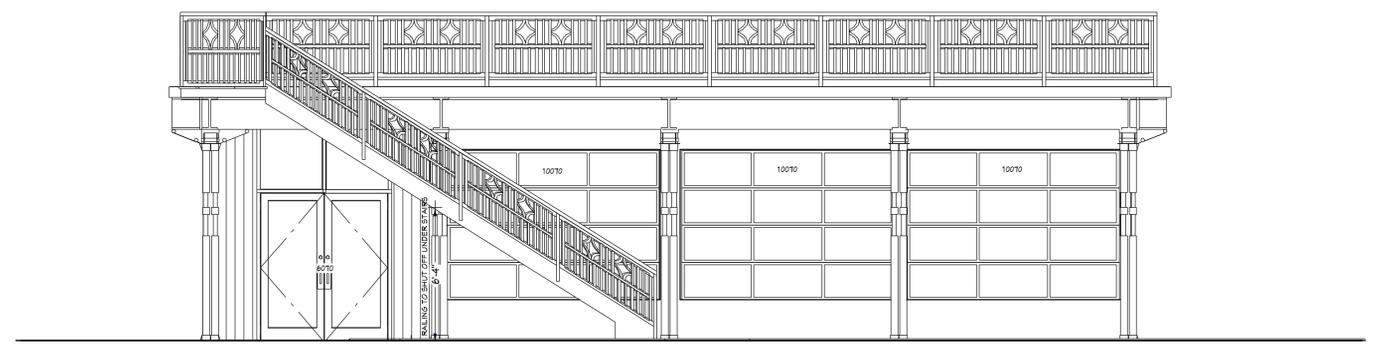
SHEET:

A-4

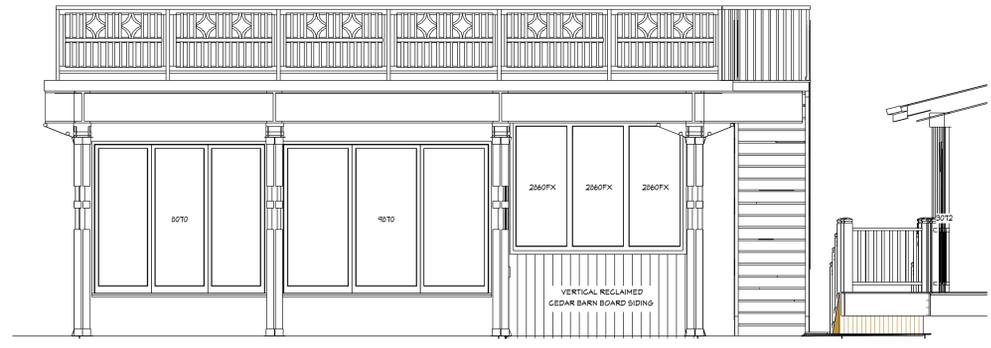
1 FOUNDATION PLAN
A4 SCALE: 1/4" = 1'-0"



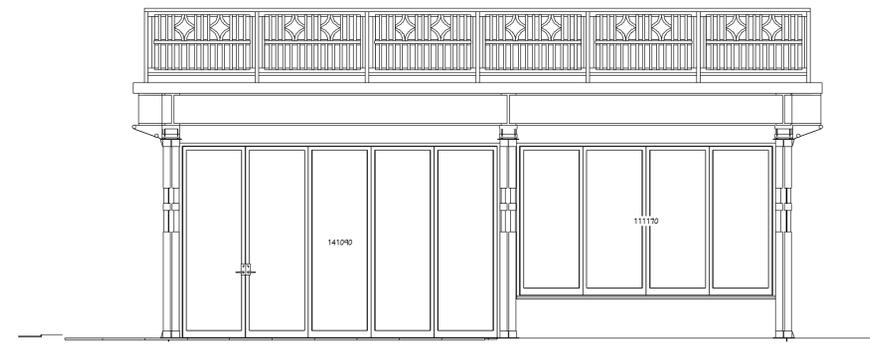
2 SOUTH ELEVATION
A4 SCALE: 1/4" = 1'-0"



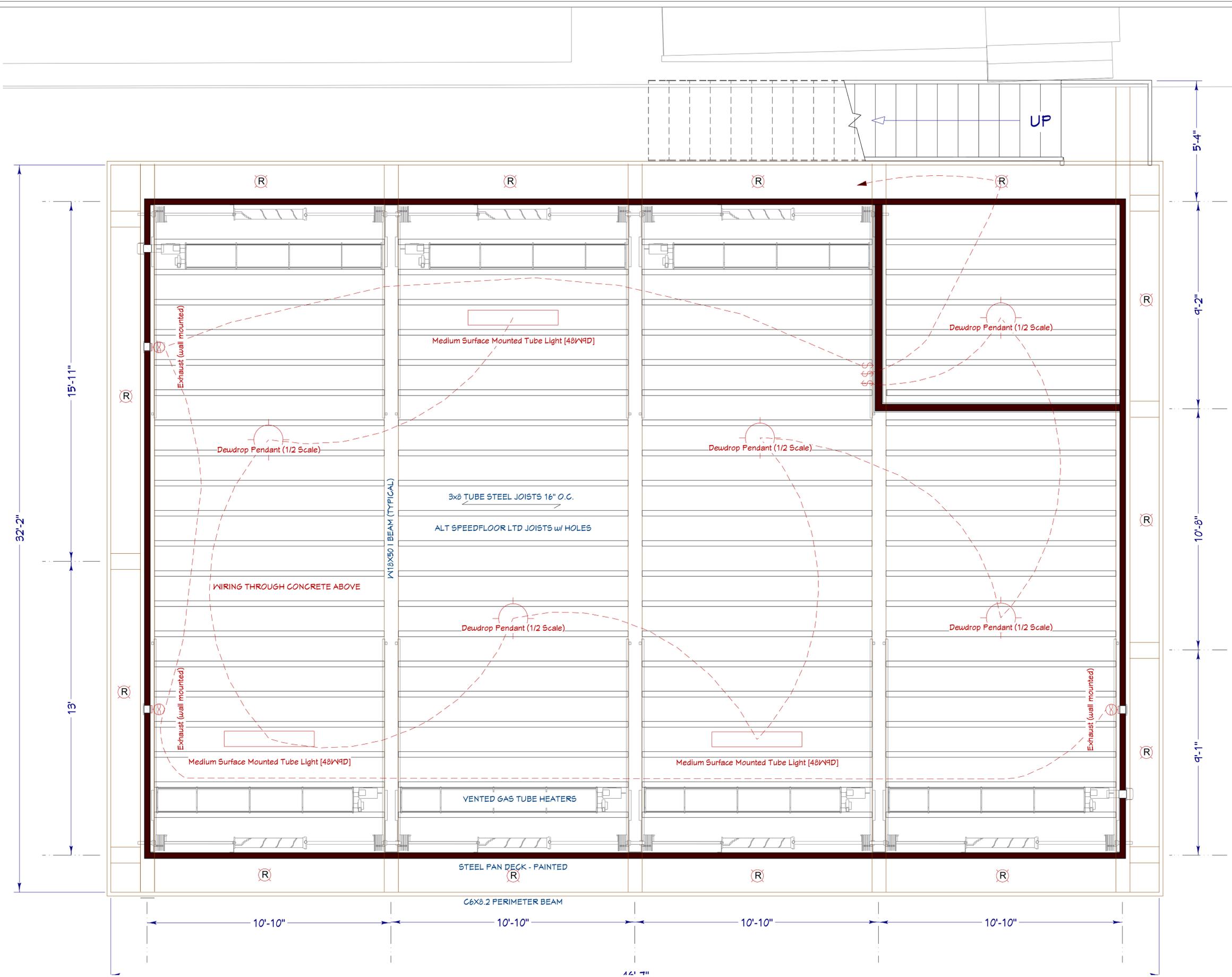
3 NORTH ELEVATION
A4 SCALE: 1/4" = 1'-0"



4 EAST ELEVATION
A4 SCALE: 1/4" = 1'-0"



5 WEST ELEVATION
A4 SCALE: 1/4" = 1'-0"



1 REFLECTED CEILING PLAN
 A5 SCALE: 1/2" = 1'-0"

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/01/20

SHEET TITLE:
CHEEL PAVILION
 CROSS SECTION

PROJECT DESCRIPTION:
CHEEL PAVILION
 JESSE & BARKHA DAILY
 105 S MAIN STREET
 THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
 1516 HILL ROAD
 GREENLEAF, WI 54126
 800-353-5684 www.thebrookwatergroup.com

DATE:

8/13/2020

SCALE:

1/2" = 1'-0"

SHEET:

A-5

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/01/20

SHEET TITLE:
**2ND FLOOR PLAN
CROSS SECTION**

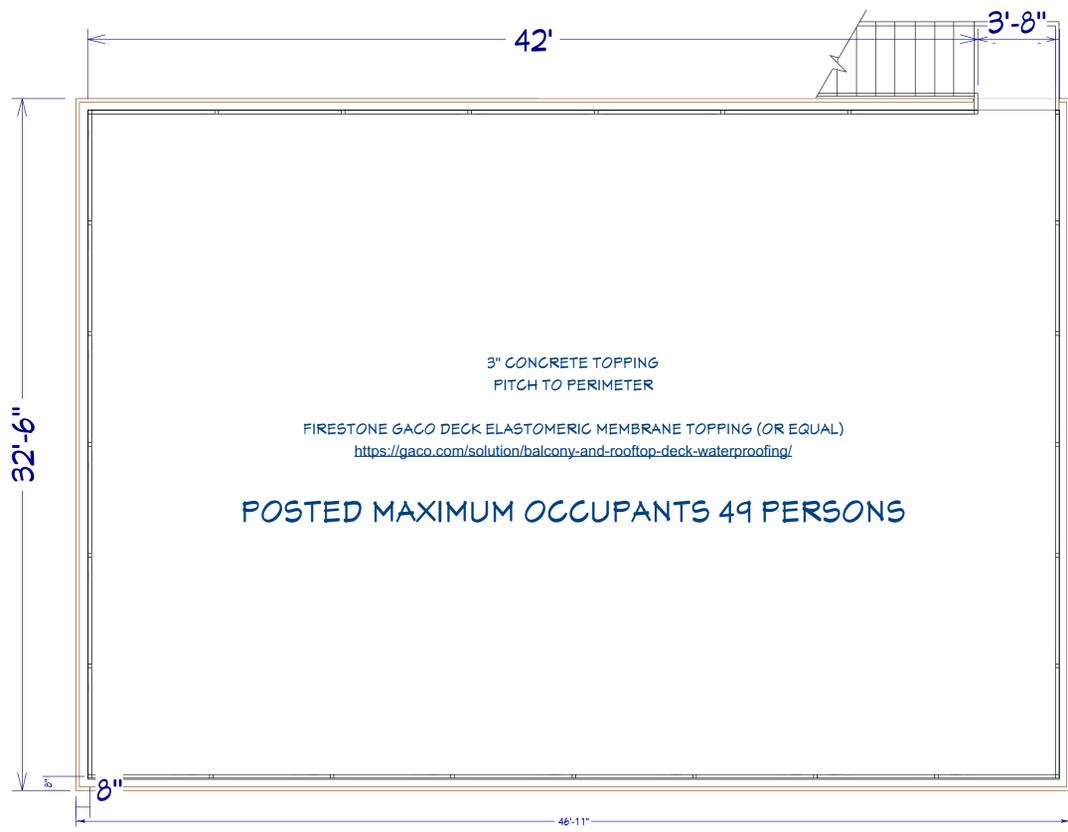
PROJECT DESCRIPTION:
CHEEL PAVILION
JESSE & BARKHA DAILY
105 S MAIN STREET
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

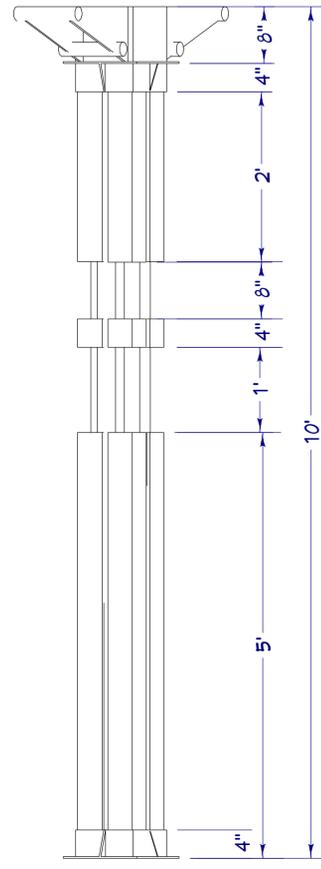
DATE:
8/13/2020

SCALE:
1/2" = 1'-0"

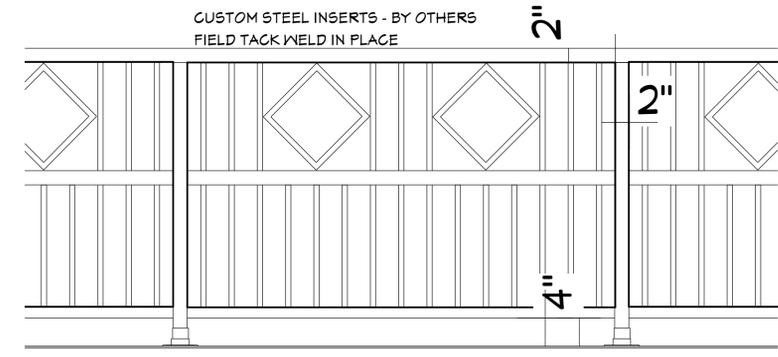
SHEET:
A-6



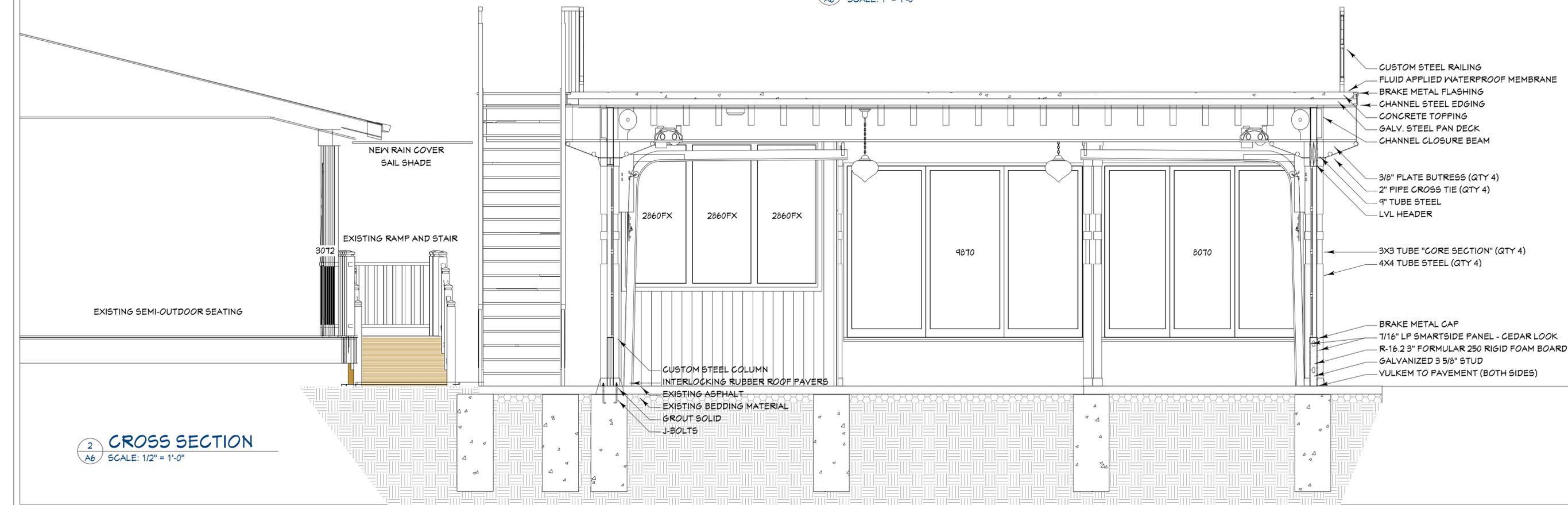
1
A6 **PROPOSED SECOND FLOOR PLAN**
SCALE: 1/4" = 1'-0"



3
A6 **COLUMN DETAIL**
SCALE: 1" = 1'-0"



4
A6 **RAILING DETAIL**
SCALE: 1" = 1'-0"

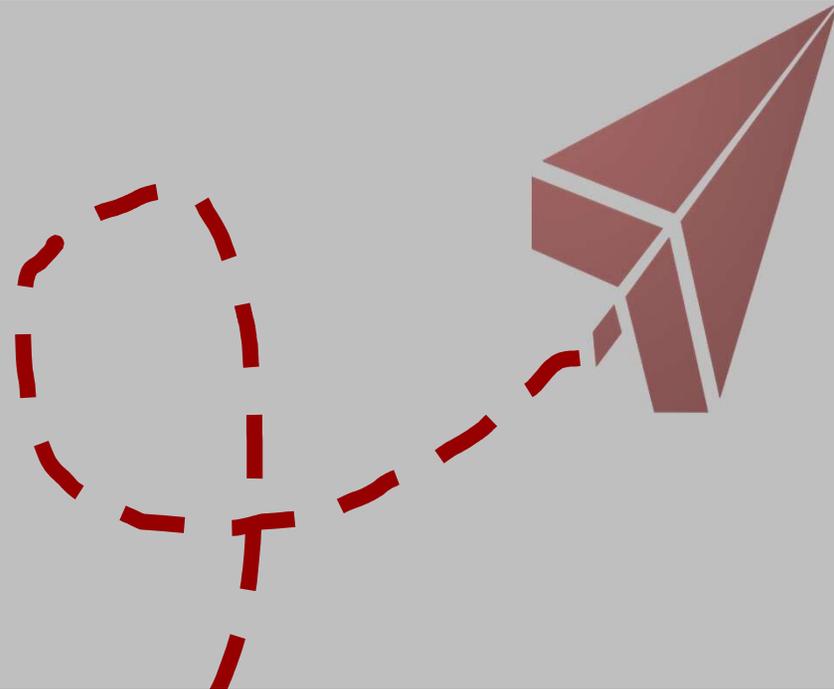


2
A6 **CROSS SECTION**
SCALE: 1/2" = 1'-0"

09/2020

the cheel

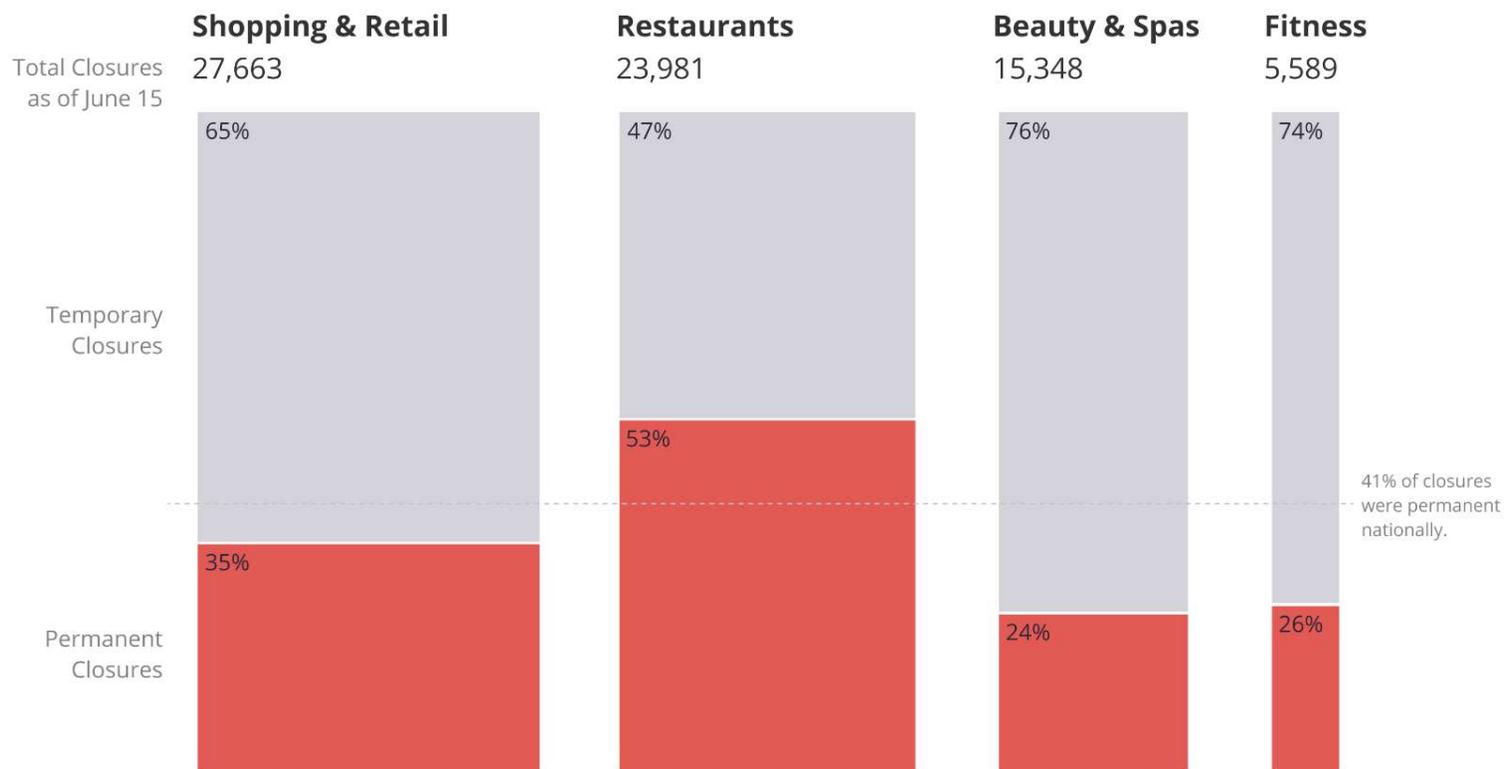
Surviving Through These Tough Times



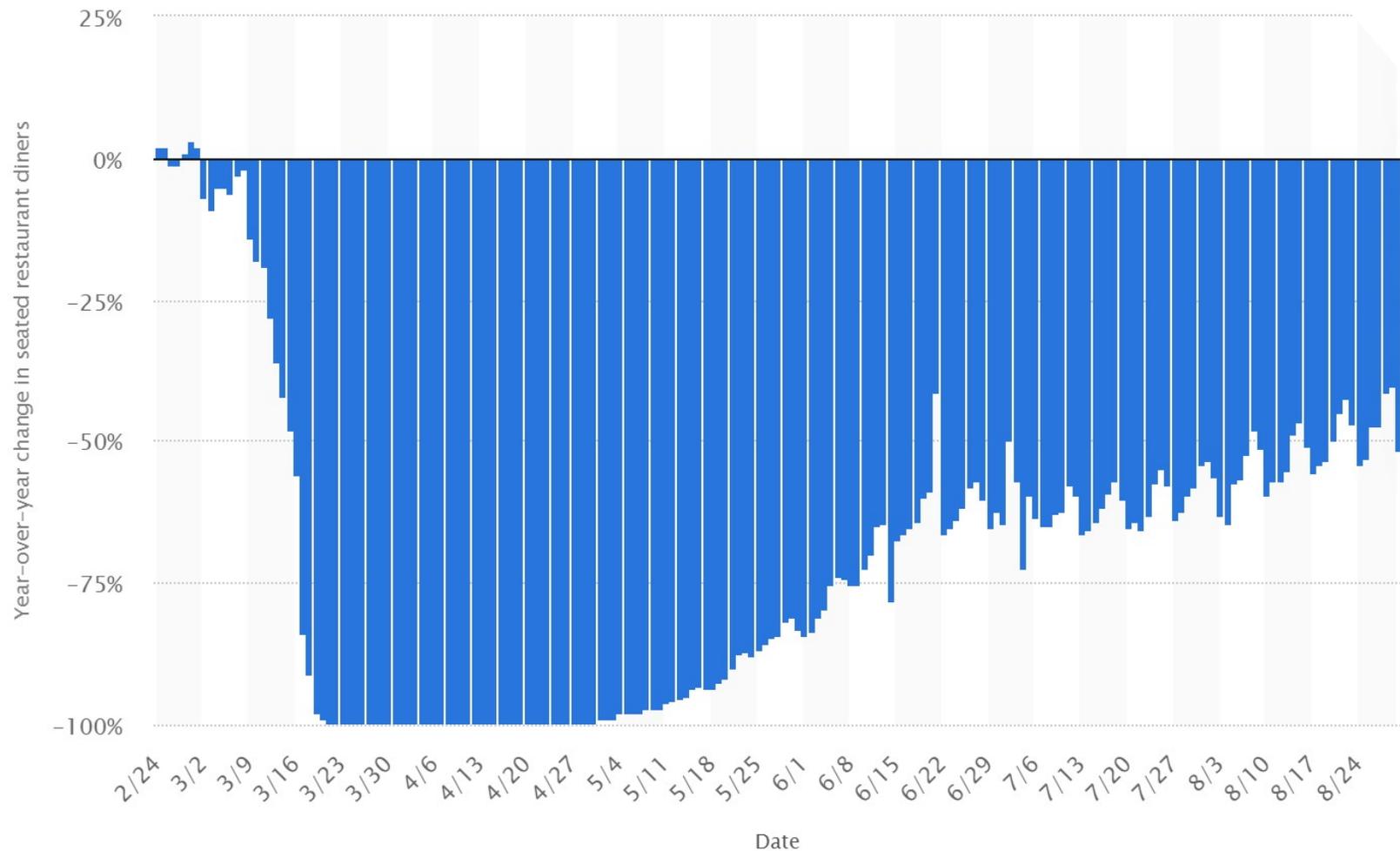
In early June, we've seen diners seated come back substantially – now down 57% compared to pre-pandemic levels

Restaurants and Retail have been Hit Hardest

Number of businesses marked temporarily or permanently closed on Yelp that were open on March 1



Daily change in seated restaurant diners
United States
February 24 to August 30, 2020 - Statista



- ✓ **52%** of Americans would feel uncomfortable dining in a restaurant/bar throughout the next season – Forbes/iAuditoe

✓ 85% of independent restaurants could permanently close by the end of the year - The Independent Restaurant Coalition

- ✓ Loss of revenue by 70%
2019 vs 2020 March through May
- ✓ Socially distance dining – June 2020
 - ✓ Sustain our revenue 2019 vs 2020

COST OF REOPENING

- ✓ Cost of lost inventory: 70%
- ✓ Opening cost – inventory & COD
 - ✓ \$30,000 (not applicable for PPP)
 - ✓ Plus other loans to cover operating expenses (PPP and EIDL)

SOLUTION

- ✓ Selling a peace of mind
- ✓ Keeping socially distance dining
- ✓ Perception of outdoor dining
- ✓ Keep the current number of tables while maintaining social distancing

- ✓ Homage to current buildings:
 - ✓ Firehouse:
 - ✓ Diamonds
 - ✓ Door
 - ✓ Fiddleheads:
 - ✓ Same designer: Anna Burns
 - ✓ Taking similar design approach

DESIGN

- ✓ 100% non-combustible construction
- ✓ All egress when open
- ✓ Double access egress in months

DESIGN



DESIGN



PARKING

- ✓ Required parking per capacity: 56
- ✓ Currently parking available: 54
 - ✓ North of Firehouse
 - ✓ Public Parking on Buntrock
 - ✓ Molyneux Park
 - ✓ Street Parking
- ✓ Additional parking space contract:
 - ✓ Gordie Boucher– 12 space

DETAILS

- ✓ Bathrooms:
 - ✓ 2 at the cheel
 - ✓ 2 at the baaree
- ✓ Noise
 - ✓ Follow current commercial zone noise ordinance
 - ✓ Beams and Fabrics for absorbing sounds
- ✓ Neighbors

VISION

**“Create a safe
space for guests to
dine in the winter
months.”**

VISION

**“Create a unique
space whose usage
goes beyond
covid.”**

RESOURCES

- ✓ [Yelp: Economic Impact Report](#)
- ✓ [Forbes: The COVID-19 Crisis Will Likely Lead To A Massive Shakeout In The Restaurant Industry](#)
- ✓ [iAuditor](#)

**CONTACT
INFORMATION**

Barkha Daily
Jesse Daily
Matthew Buerosse

PARKING LICENSE AGREEMENT

This Parking License Agreement ("Agreement") is made by and between Gordie Boucher Ford of Thiensville as agent for Boucher Real Estate, LLC (hereinafter, "Licensor") and Jesse Daily ("Licensee"), the owner of the Cheel restaurant located at 105 S Main St, Thiensville, WI 53092 as of the 31st day of August, 2020 ("Effective Date").

RECITALS

A. Licensor is the operator and/or owner of the land associated with the Gordie Boucher Ford of Thiensville automotive dealership which generally located at located at 121 N. Main Street in Thiensville, Wisconsin (hereinafter the "Property").

B. Licensee has requested, and Licensor is willing to grant, a temporary license for parking of passenger automobiles and small trucks after approximately 4:00 PM behind the Licensor's body shop and the Licensor's north remote lot ("Licensed Premises") which is located on the Property, subject however to the limitations, covenants and agreements as set forth in this Agreement.

AGREEMENT

NOW THEREFORE, Licensor and Licensee hereby agree as follows:

1. **LICENSE.** Licensor licenses to Licensee the right to use the Licensed Premises for parking of Licensee's employee's vehicles which may be a combination of passenger cars and small trucks ("Permitted Vehicles") during the Term of this License (as defined below). This license is subject to municipal and zoning ordinances and recorded covenants, easements and restrictions.

2. **TERM.** The term ("Term") of this License is for one (1) year and then month-to-month commencing on the Effective Date. The Term of this Agreement shall continue on a month-to-month basis until either party notifies the other in writing of its intention to terminate this Agreement, which effective date of termination shall be the final day of the month immediately following the month in which notice of termination is given.

3. **RENT.** Rent for this License shall be zero dollars.

4. **USE.** The Licensed Premises shall be used for parking by Licensee of Permitted Vehicles of employees and for no other use.

5. **CONDITION.** Licensee acknowledges and agrees that it has examined the Licensed Premises, knows the condition thereof and accepts the same in "AS IS" condition. No representations or warranties as to the condition or repair of the Licensed Premises have been made by Licensor or its agent prior to or at the execution of this License. Licensor shall not be required to repair or maintain the Licensed Premises in any manner whatsoever for Licensee's use, including without limitation, ice control or snow removal from the Licensed Premises. All responsibilities of maintenance, repair, ice control and snow removal and cost thereof during the Term shall be borne solely by Licensee.

6. **INSURANCE.** Licensee shall, at its own cost and expense, during the Term hereof, carry a policy of commercial general liability insurance naming Licensor, as an additional

insured under a commercial general liability insurance policy insuring against injury to persons or death of persons and damage to property from occurrence in any way related to this Agreement, in an amount not less than \$1,000,000 combined single limit. Such policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Licensor thirty (30) days' prior written notice. The insurance shall be with an insurance company approved by Licensor and a certificate of insurance in form reasonably acceptable to Licensor shall be delivered to Licensor prior to the commencement of the Term and not less than thirty (30) days prior to the expiration of such coverage. Licensee shall be responsible for any and all damage to Licensor's property.

7. **INDEMNIFICATION.** Licensee shall indemnify, defend and hold Licensor harmless against all penalties, claims, demands, liabilities and expenses of whatever nature in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Licensed Premises caused by act, omission or negligence of Licensee or Licensee's employees or any failure by Licensee to perform and observe all of the covenants and agreements contained in this License on Licensee's part to be performed and observed. The foregoing indemnity shall include all costs incurred by Licensor in the event any claims, actions or proceedings are brought against Licensee or Licensor relative to the Licensed Premises, including, but not limited to, attorney fees incurred by Licensor. Licensee's obligations hereunder shall survive the termination of this Agreement.

8. **NO LIABILITY OF LICENSOR.** The use of the Licensed Premises by Licensee and Licensee's employees shall be at their sole risk, and Licensor shall not be responsible or liable to Licensee or anyone claiming through or under Licensee for any loss, damage or injury to any person or property from any cause whatsoever. Licensee acknowledges that Licensor shall not be liable to Licensee for loss or damage to any vehicles or to any personal property located herein due to fire, theft, vandalism, malicious mischief, collision or any other cause, unless caused by the negligent act or omission of Licensor.

9. **ALTERATIONS AND SIGNS.** No alterations shall be made to the Licensed Premises nor shall any signs be installed by Licensee except with the prior written consent of Licensor in Licensor's sole discretion. In the event Licensor consents to any alterations or signs by Licensee, then the same must be made at Licensee's own cost and expense and in a good workmanlike manner in accordance with all laws, ordinances and codes relating thereto, with Licensee first having obtained all required permits, at Licensee's expense.

10. **ENTRY AND INTERFERENCE.** Licensor and its authorized representatives shall have access to the Licensed Premises at all times. Licensee agrees not to interfere with the business that is being operated on the Property.

11. Upon the expiration of the Term, or any earlier termination thereof, Licensee shall cease all usage of the Licensed Area and any other portion of the Property. If Licensee fails to cease usage after the expiration of the Term hereof, or any earlier termination, Licensee shall be deemed a possessor without rights and shall pay to Licensor an amount equal to 200% of the rent payable immediately prior to such holdover. During any such holdover occupancy, Licensee shall be deemed without claim of right, and subject to all other rights and remedies of Licensor and additionally, any and all other costs and expenses incurred by Licensor as a result of such holdover shall be payable by Licensee to Licensor upon demand.

12. **NOTICES.** All notices required or desired to be given hereunder shall be in writing and shall be deemed properly served if: (i) delivered in person; (ii) electronically transmitted; or

(iii) sent by nationally recognized commercial overnight courier to the following addresses, or to such other addresses as either party may subsequently designate, consistent with this notice provision:

IF TO LICENSOR: Gordie Boucher Ford of Thiensville, Inc. and
Boucher Real Estate, LLC
Attn: Daniel G. Nienhuis, Esq.
4141 S. 108th Street
Greenfield, WI 53228
Telephone: 414-427-4141
E-mail: daniel.nienhuis@boucher.com

IF TO LICENSEE: Jesse Daily
the cheel restaurant
105 S Main Street,
Thiensville, WI 53092

For purposes of this Agreement, all notices shall be deemed received on the date of delivery or transmittal, if personally delivered or electronically transmitted prior to 3 PM recipient's local time on a business day, otherwise on the next regularly occurring business day. Notices sent by nationally recognized commercial overnight courier shall be deemed received on the business day following deposit.

13. MISCELLANEOUS.

a. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

b. This Agreement alone contains the entire integrated understanding of the parties. Any prior understanding, whether oral or written, regarding the subject matter of this Agreement shall be deemed merged into this Agreement.

c. This Agreement may only be amended by written instrument signed by both parties.

d. This Agreement shall be binding upon the parties hereto and upon the successors and permitted assigns of such parties.

e. This Agreement may be signed in two or more counterparts, all of which when taken together shall constitute one and the same instrument. The parties agree that signed counterparts of this Agreement transmitted electronically shall be as valid and binding as an original for all purposes.

This Agreement is made as of the Effective Date.

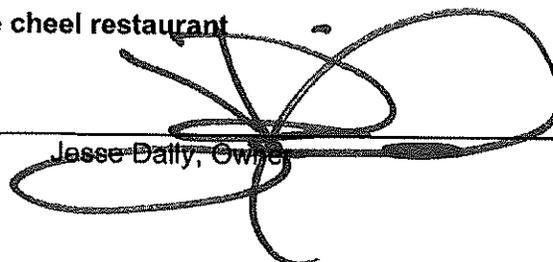
LICENSOR:

Gordie Boucher Ford of Thiensville, Inc.
as agent for **Boucher Real Estate, LLC**

By: 
Daniel G. Nienhuis, Secretary and General Counsel

LICENSEE:

the cheel restaurant

By: 
Jesse Daily, Owner

