

**CITY OF SHEBOYGAN
RESOLUTION 118-24-25
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND PERRELLA.

NOVEMBER 11, 2024.

A RESOLUTION authorizing entering into a First Amendment to Lease Agreement with Shar, Inc. regarding the property at 930 North 8th Street, Sheboygan, Wisconsin.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the First Amendment to Lease Agreement between Shar, Inc. and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
THE CITY OF SHEBOYGAN AND SHAR, INC.**

This First Amendment is made as of the _____ day of _____, 2024, by and between the City of Sheboygan ("Landlord"), and Shar, Inc., a Wisconsin corporation ("Tenant"), (collectively, the "Parties").

RECITALS

- A. The Parties entered into a Lease Agreement dated on the 6th day of September 2024 (the "Original Lease Agreement") with respect to certain lands described therein.
- B. Tenant has asked the Landlord to amend the Original Lease Agreement so as to allow restaurant operations to continue into the new year, and the Landlord is willing to do so on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Original Lease Agreement as follows:

- 1. As to the restaurant portion of the premises only, the Lease will expire on February 28, 2025.
- 2. Tenant shall pay the sum of \$2,000.00 as payment of the rent due for the extended term at the execution of this document.
- 3. The Landlord, upon request of the Tenant, will provide reasonable access to the Tenant to remove property (including hotel furniture) from the hotel portion of the property after December 1, if such access can be made with safety. However, the Landlord cannot provide any guarantee as to the condition of property remaining in the property after December 1, and has the right to remove and dispose of such property as needed for the Landlord's use of the hotel portion of the property at its sole discretion. The Landlord shall not be responsible in any way to the Tenant for such property remaining in the hotel portion of the property on or after December 1, 2024.
- 4. The remaining terms of the Original Lease Agreement, including the Tenant's responsibility to have all persons occupying the premises as hotel guests vacated from the property by December 1, 2024, shall remain in full effect through the February 28, 2025 expiration date. Tenant shall maintain insurance and pay utilities related to the premises per the Original Lease Agreement. The parties recognize that there is but one meter for each portion of the property, but the Landlord has no need for utilities and will not be using such utilities, so the Tenant shall remain responsible for utility bills it receives through the February 28, 2025 expiration date.

5. Tenant agrees that the City shall have full access to the hotel portion of the premises in order to prepare for demolition beginning December 1, 2024. Tenant shall not unreasonably withhold access to representatives and agents of the City to the restaurant premises upon request, provided however, that such access shall not interfere with the operations of the restaurant.

6. This First Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to leases made and wholly performed within such state.

7. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

8. No Other Changes. Except as otherwise specifically set forth herein, all other terms and conditions of the Original Lease Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date and year first above written.

CITY OF SHEBOYGAN

By: _____
Ryan Sorenson, Mayor

Attest: _____
Meredith De Bruin, City Clerk

SHAR, INC.

By: _____
Jetmir Ameti, President