

REQUEST TO AMEND PREMISES DESCRIPTION

License Fee: 100.00

Invoice No.: 170824

TYPE OF LICENSE (check all that apply):

Combination "Class B" Beer & Liquor
 Class "B" Beer
 "Class C" Wine

Class "A" Beer
 Class "A" Beer & "Class A" Liquor

To the Common Council of the City of La Crosse:

The undersigned licensee requests to amend its premises description at the address described below pursuant to Secs. 4-51 and 4-115 of the Code of Ordinances for the City of La Crosse.

Licensee Legal/Real Name: State Street Delicatessen

Trade Name (DBA): Schuby's Neighborhood Butcher

Address of Licensed Premises: 321 State St. La Crosse, WI 54601

Name of Agent: Eleanor Harbeck

Agent Daytime Phone Number: 414.217.1614

Name of Contact Person (if someone other than Agent): Patrick Micheels

Contact Person Daytime Phone Number: 608.615.1076

Description of Proposed Change (include detailed floor plan): Addition of patio on North side of building. Approx 570 sq. feet. For self service food + beverage. See highlighted floor plan attached, as well lease description.

Proposed Premise Description

Sales/Service: Main floor of business, combined dining + retail space. Patio area for summer dining, utilizing counter service for food + beverage.

Storage: Wine storage shelves, beer + wine cooler for off premise sales at East bank of coolers. Beer taps, cocktail area + wine by the glass stored behind service counter.

Eleanor P. Harbeck
(Authorized Signature)

2.25.20
(Date)

****A DETAILED FLOOR PLAN MUST ACCOMPANY THIS APPLICATION****

Note: Before sales, service or consumption can occur in any new area, the premise must be inspected and a new license issued with the new premise description.

FOR OFFICE USE ONLY

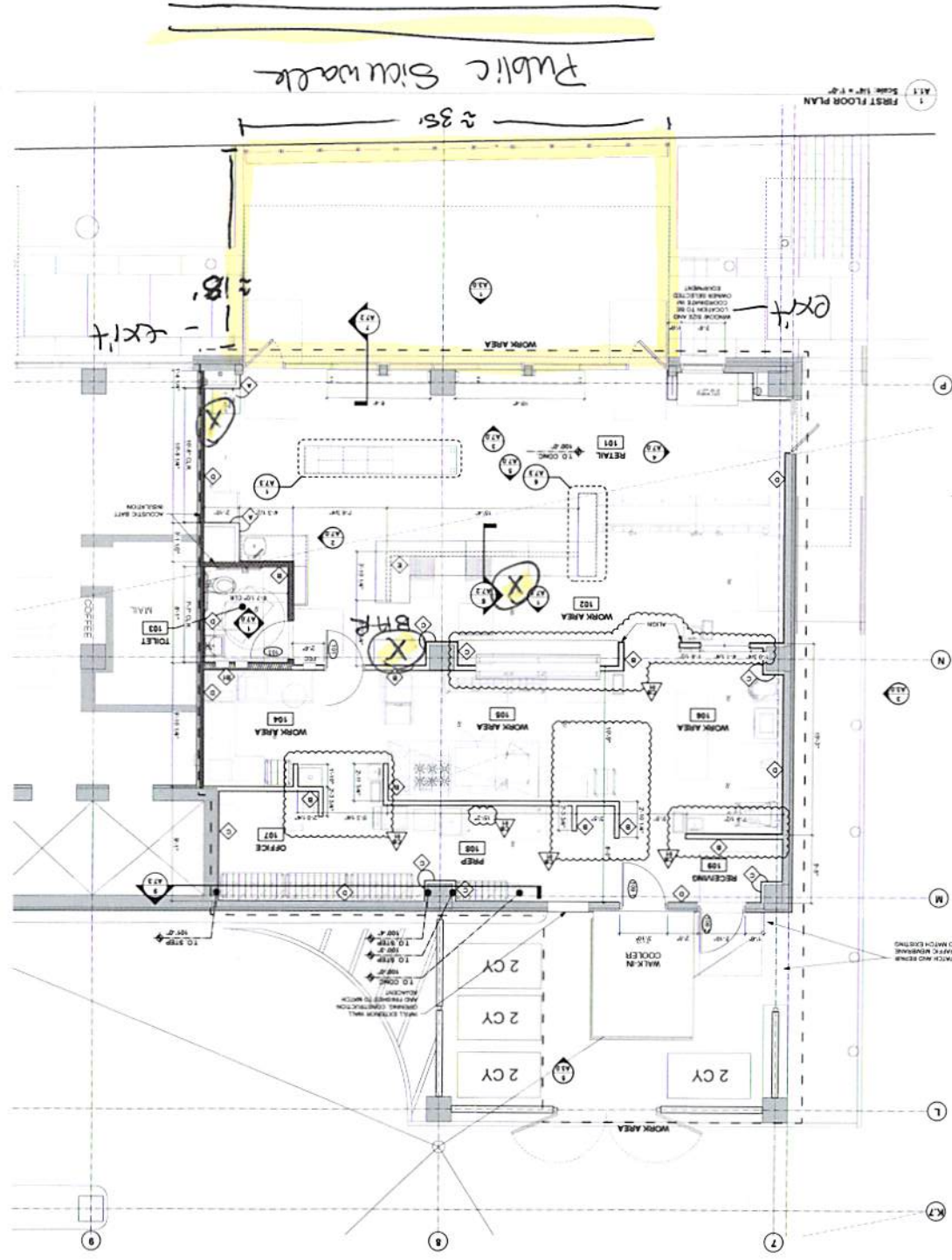
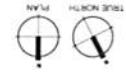
Date Filed with Clerk: 2/25/2020 Date Routed: _____ Date Granted: _____

GENERAL NOTES

1. ALL INFORMATION CONCERNING EXISTING CONDITIONS SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION OF MATERIAL FABRICATION TO COMPLETE ARCHITECT AND OWNER FOR POSSIBLE REVISIONS. REVISIONS SHALL BE SHOWN HERE.
2. REFER TO REVISION SCHEDULE FOR ADDITIONAL INFORMATION.
3. SEE GENERAL WALL TYPES (G.3) FOR DIMENSIONS AND CONSTRUCTION.
4. VERIFY RECESSED CONDITIONS WITH OWNER AND EQUIPMENT SUPPLIER PRIOR TO REMOVAL AND REINSTALLATION.
5. REPAIR RECESSED CONDITIONS WITH CHANGING DIMENSIONS AND CONSTRUCTION.
6. INTERIOR WALLS SHALL REMAIN TO BE LOCATED 2" AWAY FROM JOINTS IN WALLS.
7. UNLESS NOTED OTHERWISE.
8. DIMENSIONS TO FACE OF STUD UNLESS NOTED OTHERWISE.
9. KITCHEN/REAR EQUIPMENT BY OTHERS TO BE SHOWN BY OWNER FOR DESIGN REVIEW ONLY.
10. FLOOR FINISH, PARTITION AND LOCATIONS BY DESIGNER TO BE SHOWN IN COORDINATION WITH OWNER.
11. FOR POSITIVE SLOPE TO DRAINS, CONCRETE SHALL BE FINISHED AT STRUCTURAL FINISH.

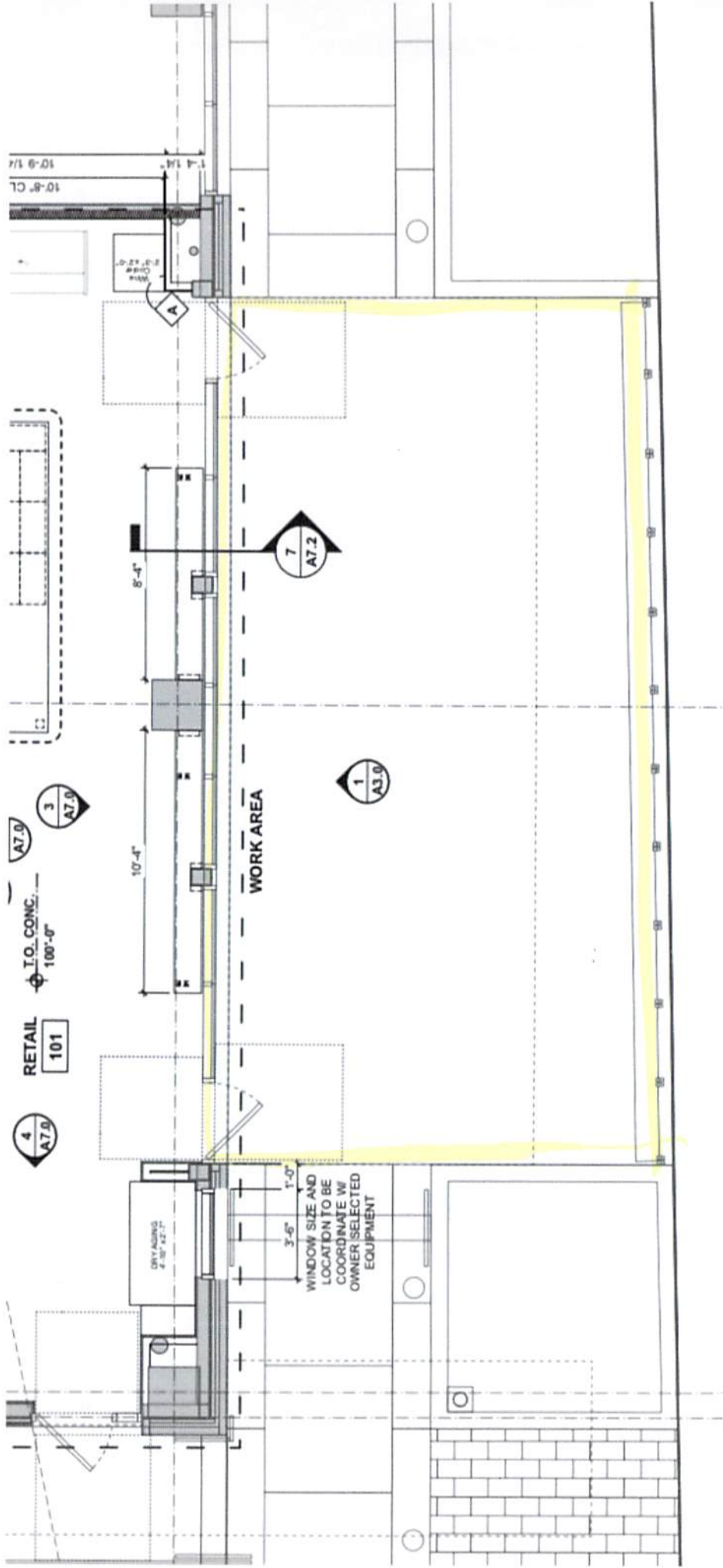
SYMBOL KEY

- EXISTING CONSTRUCTION TO REMAIN
- NEW CONSTRUCTION
- WINDOW
- DOOR
- EXISTING DOOR TO REMAIN
- NEW DOOR
- ROOM NAME & NUMBER
- STRUCTURAL GRIDLINE
- WALL OR PARTING SECTION
- DOOR DESIGNATED SHEETS
- INTERIOR ELEVATION TAG

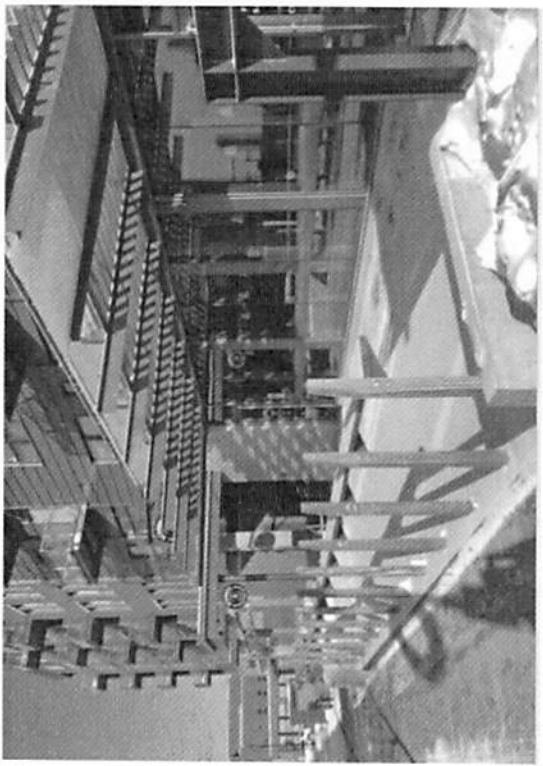


X = wine, beer + liquor storage

1 FIRST FLOOR PLAN
 A1.1 SCALE: 1/8" = 1'-0"



proper fencing to be added
 for following beer garden
 license application along
 w/ gates + all requirements of 10-419.



**FIRST AMENDMENT
TO
AMENDED AND RESTATED CAFÉ LEASE
BELLE SQUARE, LLC**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CAFÉ LEASE (this "First Amendment") is made as of February 21, 2020 by and between Belle Square, LLC, a Wisconsin limited liability company ("Landlord"), and State Street Delicatessen, LLC, a Wisconsin limited liability company ("Tenant"), to amend the Amended and Restated Café Lease between Landlord and Tenant, dated as of the 3rd day of May, 2019 (the "Lease").

RECITALS

WHEREAS, the parties desire to amend the Lease to add the outdoor patio space adjacent to the Premises, consisting of approximately 578 square feet, to the definition of the Premises; and

WHEREAS, the Lease may be amended, modified or supplemented in a writing signed by the parties thereto.

NOW THEREFORE, in consideration of the mutual promises set forth in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to amend the Lease as follows:

AGREEMENT

1. **Definitions.** Capitalized terms not otherwise defined in this First Amendment shall have the respective meanings ascribed to such terms in the Lease.

2. **Definition of Premises.** Section 1.1h. of the Lease is hereby deleted in its entirety and replaced with the following:

““Premises” shall mean the exterior patio space and interior space, which is comprised of approximately: (i) 1,940 Rentable Square Feet of space commonly referred to as Condominium Unit #2 on the ground floor of the Building, as crosshatched on Exhibit B; and (ii) the 578 square feet (approximately 34’ x 17’) of exterior patio space adjacent to the interior Premises.”

3. **No Additional Rent.** The parties covenant and agree that the Tenant shall not incur additional expense for the use of exterior patio space. For the avoidance of doubt, Landlord will not charge, and Tenant will not be obligated to pay, an increase in Rent or Taxes and Operating Expenses based on its use of the exterior patio space.

4. **No Other Amendments; Reference.** Except as otherwise provided in this First Amendment, all of the terms, covenants and other provisions of the Lease, as amended, shall continue to be in full force and effect in accordance with their respective terms. As of the date of this First Amendment, all references in the Lease to the “Agreement” shall refer to the Lease, as amended by this First Amendment.

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CAFÉ LEASE is entered into as of the day and year first written above.

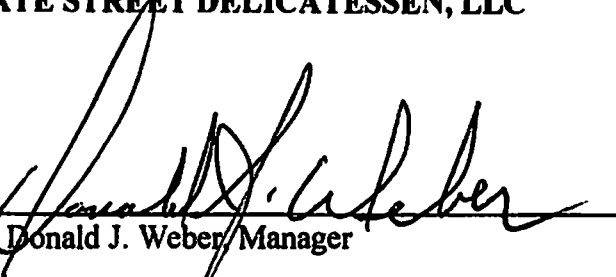
LANDLORD:

BELLE SQUARE, LLC

By: 
Donald Weber, Manager

TENANT:

STATE STREET DELICATESSEN, LLC

By: 
Donald J. Weber, Manager