

*City Hall*

June 20, 2018

City Clerk  
City of Madison  
210 Martin Luther King Jr., Blvd  
Madison, WI 53703

City Clerk,

Please be advised that I am submitting this written protest for my property located at 117 S Pinckney Street. I am the owner of this property and the current tenant, CBAL, LLC, d/b/a Ritual Barbers does not have a Lease Agreement with me for the use of a restaurant, bar or entertainment. They have a Lease Agreement with me for the purpose of a barber shop under the name CBAL, LLC which is the business I expect to be operated at this rental location. We do not have a Lease Agreement under the name of DFLLSB LLC.

Under no time and when directly asked what changes he planned to make did he state that he wanted a restaurant or entertainment business.

As owner of this property, I am not interested in having a bar, restaurant or entertainment at this rental location as it will fundamentally change the entire environment of my building.

Thank you,

  
Richard Fritz

Fritz Properties  
(608) 222-9791  
P.O. Box 6067  
Madison, WI  
info@fritzrents.com

**LEASE**

THIS AGREEMENT by and between King St 107, LLC, a Wisconsin limited liability company, as Lessor, and CBAL, LLC, a Wisconsin limited liability company d/b/a Ritual Barbers.

WITNESSETH: That the said Lessor does hereby demise and lease to Lessee and Lessee does hereby hire from Lessor those premises described at Attachment "A" on the 1<sup>st</sup> floor of the premises at 117 S. Pinckney Street, Madison, Wisconsin, consisting of approximately 1300 square feet, together with appurtenances thereto ("premises"), for a term of five (5) years, the lease term beginning September 1, 2015 to August 31, 2020, for use in Lessee's regular business of operating a barber shop, hair salon, retail sales of grooming and non-grooming products and services, sale of coffee, tea, and other beverages and for any other lawful use, subject to the terms and conditions of this lease (hereinafter the "Leased Premises"). A ninety day written notice is required should Lessee wish to exercise two (2)-consecutive, additional five (5) year option terms (each an "Extension Term").

**AMOUNT OF RENTAL**

Initial Term

Effective Date	Monthly Base Rent
Sept. 1, 2015	\$1,000
Oct. 1, 2015	\$2,400
Sept. 1, 2016	\$2,550
Sept. 1, 2017	\$2,625
Sept. 1, 2018	\$2,700
Sept. 1, 2019	\$2,775

First Extension Term, If Applicable

Effective Date	Monthly Base Rent
Sept. 1, 2020	\$2,850
Sept. 1, 2021	\$2,925
Sept. 1, 2022	\$3,000
Sept. 1, 2023	\$3,075
Sept. 1, 2024	\$3,150

Second Extension Term, If Applicable

The Base Rent for each year of the Second Extension Term will be calculated as follows: the Base Rent for the then expiring lease year (the "Current Lease Year") shall be multiplied by the number one (1) plus a fraction, the numerator of which shall be the difference in the CPI, from August of the year prior to the Current Lease Year ["Base CPI"] and the CPI for August of the Current Lease Year—and Year and the denominator of which shall be the Base CPI. As used herein, the term "CPI" means the United States Department of Labor's Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982-1984 = 100), (not seasonally adjusted) or the

## Fritz Properties

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**From:** Stephen Baraboo <\_\_\_\_@\_\_\_\_>  
**Sent:** Monday, March 12, 2018 3:29 PM  
**To:** Fritz Properties  
**Subject:** Re: 117 Pinckney St

Also, per my conversation with Richard, I have this letter of intent for him. Glad to amend as he'd like, as well as sign a copy if he desires.

Best  
Stephen

This letter is meant to assert my intentions regarding the use of 117 S Pinckney St. Due to the difficult position I was placed in by my former manager, I will be re-building my barber staff at a different location. In the meantime, I intend to continue operating the bar portion of the space in the same manner it has been operated for the last year and a half. There will be limited hours, closing no later than midnight. The menu will continue to be limited. Management and operations are being assisted by the owners of Merchant and Lucille with the goal of continuing to improve the neighborhood and business district. The concept for the bar portion of the space has always been meant as an oasis downtown for people seeking a calm, quiet experience. I will continue to improve and maintain the space and bring value to the building. Due to the nature of the changes for the business, I intend to operate under a new DBA, which will be Flannery's. Some minor aesthetic changes will happen over the next few weeks before re-opening, but nothing that fundamentally changes the room or structure. I'm looking forward to the potential for collaborating with the use of the atrium as an event space.

On Mon, Mar 12, 2018 at 2:07 PM, Stephen Baraboo <\_\_\_\_@\_\_\_\_> wrote:

Hey, Louise. Sorry to give a sense that I was changing anything. I'm just having the existing bar re-covered. In other words, the facade wood that was on there is just being replaced because it was unevenly done originally and the wood had warped. The foundation structure is remaining as is and I'm not changing anything else in the room. My contractor wanted to cover the windows for whatever reason and I thought that was fine. Guessing he just didn't want people watching him, not sure. Please let me know if Richard needs any more details than that.

Best  
Stephen

On Mon, Mar 12, 2018 at 1:25 PM, Fritz Properties <\_\_\_\_@\_\_\_\_> wrote:

Stephen,

Following up with your conversation with Richard, he must have detailed drawings and explanation as to what you will be changing in the barber shop area BEFORE ANY construction takes place. This space is rental for a barber shop. The windows are currently covered – why?

Thank you,

Louise Luessman

Fritz Properties