

PETITION FOR CHANGE TO ZONING
CITY OF LA CROSSE

AMENDMENT OF ZONING DISTRICT BOUNDARIES

Petitioner (name and address):

Chuck Berendes - Shelter Development Secretary
600 3rd St. N. Suite 200
LaCrosse, WI 54601

Owner of site (name and address):

Shelter Development, Inc.
600 3rd St. N. Suite 200
LaCrosse, WI 54601

Address of subject premises:

807 Johnson St. LaCrosse, WI 54601

Tax Parcel No.: 17-30003-15

Legal Description: E.S. Smith's Addition
E 1/2 Lot 12 Block 1 Lot
Sz. 70.5 x 50

Zoning District Classification: R-1 — Single Family Residential

Proposed Zoning Classification: Public and Semi-Public District

Is the property located in a floodway/floodplain zoning district? Yes No

Is the property/structure listed on the local register of historic places? Yes No

Is the Rezoning consistent with Future Land Use Map of the Comprehensive Plan? Yes No

Is the Rezoning consistent with the policies of the Comprehensive Plan? Yes No

Property is Presently Used For:

The property is currently a vacant lot.

Payment Amount: 450.00

Property is Proposed to be Used For:

The property is owned by Shelter Development, Inc. a local non-profit who intends to lease the property to the School District of LaCrosse so the School District can use the property in partnership with GROW LaCrosse to establish a garden to use for educational and other purposes for the students of Hamilton school.

Proposed Rezoning is Necessary Because (Detailed Answer):

The lot will be used, in its entirety, as a garden by GROW LaCrosse (a local non-profit) for use by students at Hamilton school. This use is viewed as a "community" garden and requires zoning as "Public/Semi-Public."

Proposed Rezoning will not be Detrimental to the Neighborhood or Public Welfare Because (Detailed Answer):

Rezoning this vacant lot so that it can be used as a garden by the students of Hamilton school will not be detrimental to the neighborhood. Gardening is a complementary use to the R-1 zoning of the neighborhood.

Proposed Rezoning will not be Detrimental to the City's Long Range Comprehensive Plan Goals, Objectives, Actions and Policies Because (Detailed Answer):

This lot is listed as "Traditional Neighborhood Use (TND)" by the Comprehensive Plan. TND lists "public use" and "parks" as "integrated uses." By extension it seems that a "semi-public" garden would be permissible.

The undersigned depose and state that I/we am/are the owner of the property involved in this petition and that said property was purchased by me/us on the 6th day of

July, 2017.

I hereby certify that I am the owner or authorized agent of the owner (include affidavit signed by owner) and that I have read and understand the content of this petition and that the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Paul A Brenden - Secretary, Shelter Development, Inc.

(signature)

(608) 433-3042

(telephone)

7/6/17

(date)

chuck@ghrealtors.com

(email)

STATE OF WISCONSIN Wisconsin)

) ss.

COUNTY OF LA CROSSE)

Personally appeared before me this 6th day of July, 2017, the above named individual, to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]

Notary Public

My Commission Expires: 5/12/2020

PETITIONER SHALL, BEFORE FILING, HAVE PETITION REVIEWED AND INFORMATION VERIFIED BY THE DIRECTOR OF PLANNING & DEVELOPMENT.

Review was made on the 6th day of July, 2017.

Signed:

[Signature]
Director of Planning & Development

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Handwritten text in the upper middle section of the page.

Large handwritten signature or name in the middle-left section.

Handwritten text below the signature, possibly a date or reference number.

Handwritten text below the previous line, possibly a title or description.

Handwritten text in the lower middle section, possibly a date.

Handwritten text in the lower middle section, possibly a signature or name.



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AFFIDAVIT

STATE OF Wisconsin)
) ss
COUNTY OF La Crosse)

The undersigned, Charles A Berendes, being duly sworn states:

1. That the undersigned is an adult resident of the City of La Crosse, State of Wisconsin.
2. That the undersigned is (one of the) legal owner(s) of the property located at 807 Johnson St La Crosse WI 54601
3. By signing this affidavit, the undersigned authorizes the application for a conditional use permit/district change or amendment (circle one) for said property.

Charles A Berendes - Secretary
Property Owner Shelker Development, Inc.

Subscribed and sworn to before me this 6th day of July, 2017.

[Signature]
Notary Public
My Commission expires 5/12/2020





State Bar of Wisconsin Form 11 - 2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)



1681372

LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. MCBRIDE

RECORDED ON
09/07/2016 03:23PM
REC FEE: 30.00
TRANSFER FEE: 28.50
EXEMPT #:
PAGES: 4

Document Number

Document Name

CONTRACT, by and between Kaisoua Xiong and Shoua Xiong,
husband and wife ("Vendor," whether one or more),
and Shelter Development, Inc.

("Purchaser," whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, together with the rents, profits, fixtures and other appurtenant interests "Property", in La Crosse County, State of Wisconsin:
The East 1/2 of Lot 12 in Block 1 of E.S. Smith's Addition to the City of La Crosse, La Crosse County, Wisconsin.

Recording Area

Name and Return Address
Shelter Development, Inc
600 N 3rd #200
La Crosse WI 54601

83928

17-30003-015
Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is a purchase money mortgage.
(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at _____

the sum of \$ 9,500.00 in the following manner:

(a) \$ 500.00 at the execution of this Contract; and

(b) the balance of \$ 9,000.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 5.000 % per annum until paid in full as follows:

Equal payments for 24 months with a 24 month amortization, interest in arrears.

provided the entire outstanding balance shall be paid in full on or before August 22, 2018 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. Any amount may be prepaid without premium or fee upon principal at any time after _____.
- C. There may be no prepayment of principal without written permission of Vendor.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

- Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____

- C. No title evidence was provided prior to execution of this Contract.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

A. Purchaser agrees to pay the cost of future title evidence.

B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on August 22, 2016.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of 60 days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of _____ days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorney fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 6.000 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at Vendor's option without notice.

Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

Dated August 22, 2016

VENDOR:

[Signature]
Xaisoua Xiong
Shoua Xiong
* Shoua Xiong

PURCHASER: Shelter Development, Inc

(SEAL) [Signature] (SEAL)
* Richard Staff, President
(SEAL) [Signature] (SEAL)
* Charles Berendes, Secretary

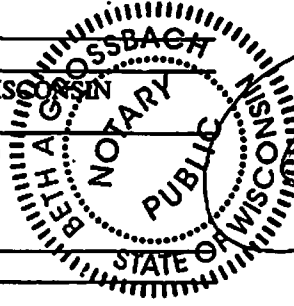
AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Richard Staff, Esq.



ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
LaCrosse COUNTY)

Personally came before me on August 22, 2016,
the above-named Xaisoua Xiong Shoua
Xiong, Richard Staff, Charles Berendes
to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

* [Signature]
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 12-18-17)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
LAND CONTRACT STATE BAR OF WISCONSIN FORM No. 11-2003

*Type name below signatures.

807 JOHNSON ST LA CROSSE

Parcel: 17-30003-15
 Internal ID: 30621
 Municipality: City of La Crosse
 Record Status: Current
 On Current Tax Roll: Yes
 Total Acreage: 0.080
 Township: 15
 Range: 07
 Section: 05
 Qtr: SW-SW

Abbreviated Legal Description:

E.S. SMITH'S ADDITION E1/2 LOT 12 BLOCK 1 LOT SZ: 70.5 X 50

Property Addresses:

Street Address	City(Postal)
807 JOHNSON ST	LA CROSSE

Owners/Associations:

Name	Relation	Mailing Address	City	State	Zip Code
SHELTER DEVELOPMENT INC	Land Contract Vendee	600 3RD ST N	LA CROSSE	WI	54601

Districts:

Code	Description	Taxation District
2849	LA CROSSE SCHOOL	Y
3	Book 3	N

Additional Information:

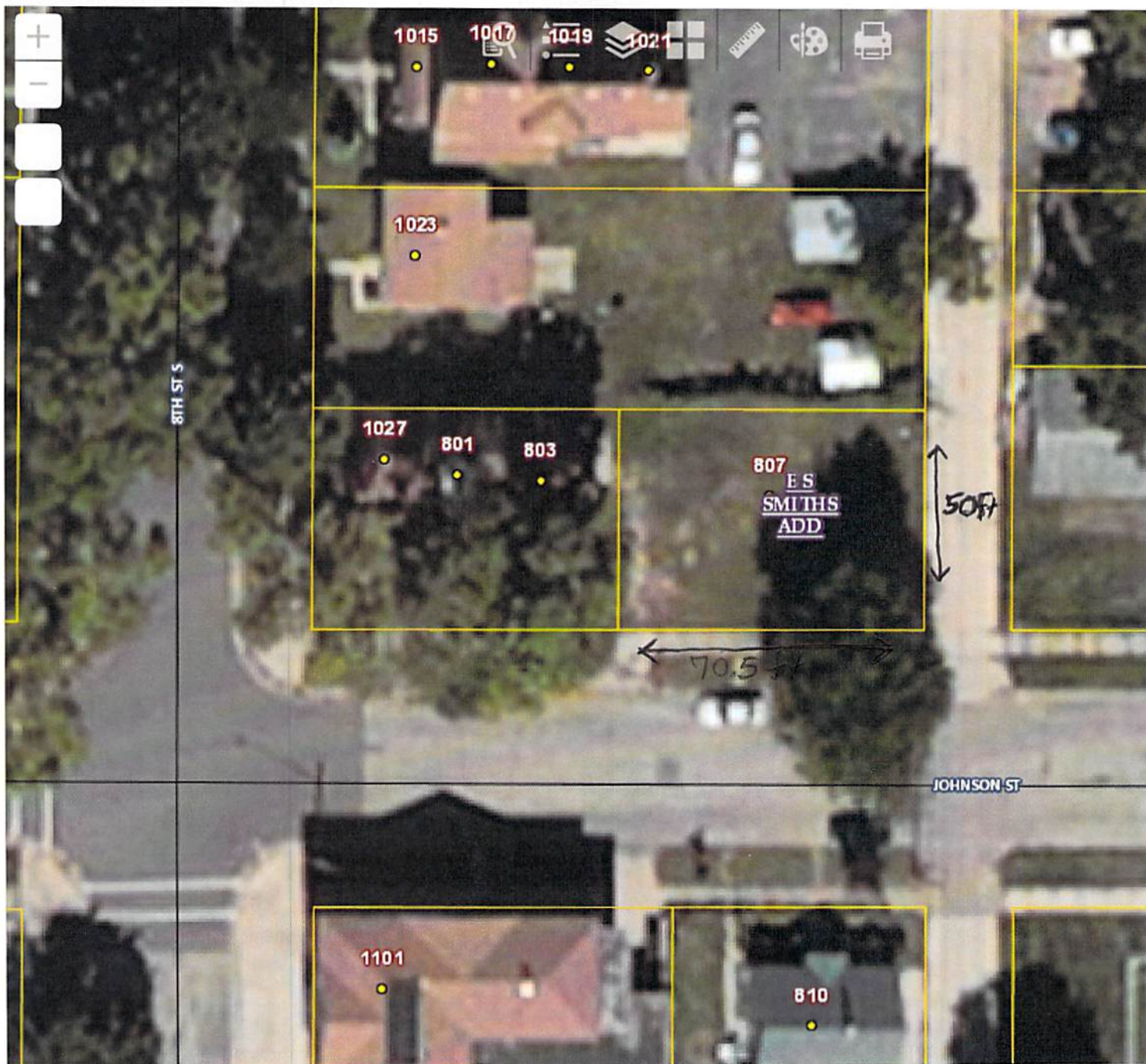
Code	Description	Taxation District
2012+ VOTING SUPERVISOR	2012+ Supervisor District 8	
2012 + VOTING WARDS	2012+ Ward 17	
POSTAL DISTRICT	LACROSSE POSTAL DISTRICT 54601	
Use	VACANT LOT	

Lottery Tax Information:

Lottery Credits Claimed: 0
 Lottery Credit Application Date:

Tax Information:**Billing Information:**

Bill Number: 6118
 Billed To:



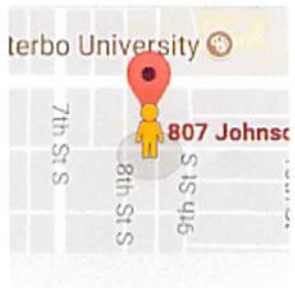
807 Johnson St



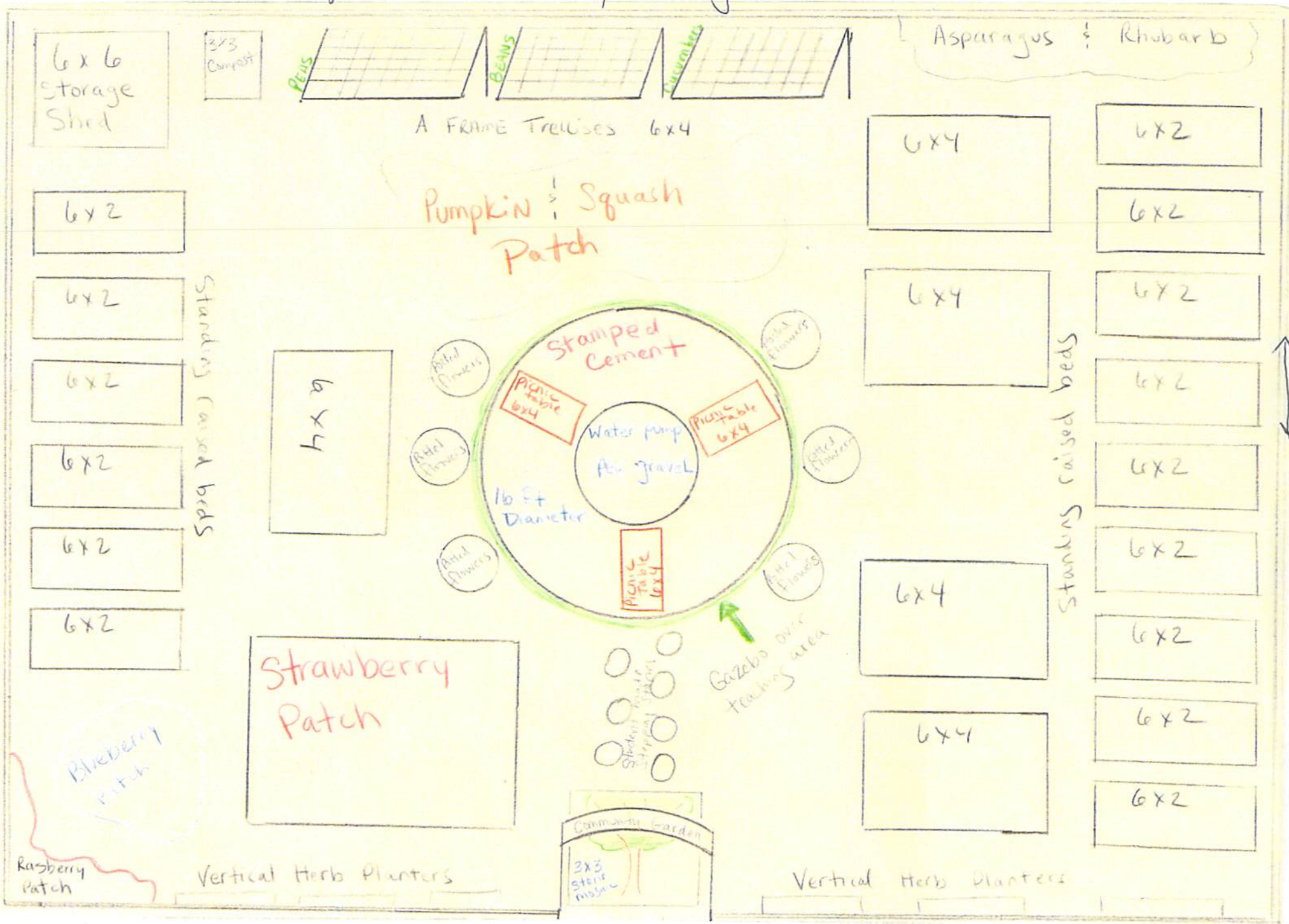
Image capture: Sep 2015 © 2017 Google

La Crosse, Wisconsin

Street View - Sep 2015



Proposed Garden Plan provided by GROW LaCrosse



70.5 ft.