



## MAIN STREET LAW OFFICES, LLC

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

May 6, 2016

Teri Lehrke - City Clerk  
Jason Gilman - City Planner  
La Crosse City Hall  
400 La Crosse Street  
La Crosse, WI 54601

Re: Narrative for Preliminary Rezoning Application for Water  
Place One, LLC

Dear Ms. Lehrke and Mr. Gilman,

As required under City of La Crosse Municipal Code §115 – 156, enclosed please find the narrative as part of the rezoning application for a portion of Water Place One, LLC. If this request is approved, the Developer will then move forward with submission of the design of the structures to the design review committee and then submission of the final plat. A copy of this proposed rezoning is also being submitted to the County for their review, since the county is jointly invested with the City on the redevelopment of this site. A preliminary meeting on the proposed rezoning was held on or about April 5, 2016, with the City Planning department.

### **Project Description:**

Water Place One, LLC is a Wisconsin Limited Liability Company, is owned by various local entities. Water Place One, LLC purchased from the County of La Crosse the former Holiday Inn site, has an agreement to purchase from the City the abandoned treatment property, it already owns the lands abutting the waterfront and it also owns the former Delta Motors site. The total land mass is approximately 9.5 acres.

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As was discussed when the Water Place One first approached the City and the County on developing this site, the overall development of this site is a multi-phase, multi-year project that will be built as market conditions allow. A market study completed by the developer shows a current desire for residential water front units with assorted amenities for residents. The plans for future phases of the development are not completed and will be developed depending on the success of Phase I. Future phases may include residential uses or a mix of residential and commercial development.

In Residential Phase I, the developer is proposing to build twenty – six units, which will contain a total of seventy –eight bedrooms. The development will provide for covered parking, but there will also be surface parking for residents and their guests. As detailed below, there will be a mix of two, three and four unit residential buildings, focused on accentuating the proximity of the development to the river. The South Bay marina which currently operates as a public marina, will be converted to private, member only access for residents and owners within the development

It is the current intent of Water Place One, to create a Condominium Plat, allowing the units to be sold individually. The Units will be both owner occupied and non-owner occupied, subject to any restrictions created in the final plat for the development. A preliminary set of covenants is submitted with this narrative.

During the platting process, the developer will be asking for adjustments to the setback from the high water line; setback from the neighboring property line and also possibly an

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adjustment in the parking calculations. Water Place One will also complete the purchase of the abandoned treatment plant land, vacate that portion of Park Plaza Drive in front of the premises and allow the developer to acquire the same; and abandon and vacate any unused access and utility easements on the premises.

**Detailed narrative as required by ordinance:**

**A. 115-156(e)(2)(a)(1) – Area to be included and density calculations:**

The total land mass with the PDD is approximately 9.53 acres with 3-4 acres set aside for green space or 30% of the project. Phase I will encompass approximately 4.5 acres, but work will be conducted throughout the site to allow for the creation of infrastructure and utilities.

The following mix of units will be developed as part of phase I:

Twinhomes – 2 with 3 bedrooms each for total of 12 bedrooms

Triplexes – 2 with 3 bedrooms each for a total of 18 bedrooms

Quadplexes – 4 with 3 bedrooms each for a total of 48 bedrooms

The attached plans show the location of the structures, utilities and roadways, but these are subject to adjustment based upon the final building plans. All needed municipal services exist to the property line, such as water and sewer. There is no extension of services required. There is no designated population target for the development. It would appeal; therefore, to any demographic.

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**B. 115-156(e)(2)(a)(2) – Value estimation**

The infrastructure, landscaping and site improvement are estimated to cost \$2,000,000.00.

Depending on the final sale price, the estimate fair market value of the residential units in Phase I will be \$7,000,000.00 to \$9,000,000.00.

**C. 115-156(e)(2)(a)(3) – Organization ownership structure:**

The units are designed to be sold, and may be owner or non-owner occupied. A homeowners association or condo association will be created to oversee any necessary private services. A draft list of covenants or restrictions is attached as Appendix B. this is subject to final review.

All driveways/roadways within the development will remain private and will be owned and maintained by the Association and the unit owners. All other utilities will be built to required City standards and dedicated to the City.

**D. 115-156(e)(2)(a)(4) – Waivers/Variations**

During the platting process, the Developer will be asking for adjustments to the setback from the high water line; setback from the neighboring property line and also possibly an adjustment in the parking calculations. Water Place One will also request completion of the purchase of the abandoned treatment plant land, vacate that portion of Park Plaza Drive in front of the premises and allow the developer to acquire the same; and abandon and vacate any unused access and utility easements on the premises.

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**E. 115-156(e)(2)(a)(5) – Anticipated Commencement Date:**

If this rezoning application and the request vacations are approved, the Developer will submit the plans to the design review committee, the Army Corp of Engineers, and the DOT. Once all agencies review and approve the final design, the developer will break ground. Our hope is to begin construction in September or October of 2016

**F. 115-156(e)(2)(a)(6) – Layout, road configuration, utilities, open space.**

The proposed layout is attached, but may be adjusted subject to the final approved plans.

**G. 115-156(e)(2)(a)(7) - Legal Description is attached**

**H. 115-156(e)(2)(a)(8) – Relationship of adjoining properties.**

The developer owns all lands with premises. The lands to the East across the highway are owned by the City of La Crosse and are designated as a public park, known as Pettibone Park. The lands along the southern line are a commercial use, the Company Store Call Center and are zoned as a Planned Development District. The proposed development is compatible with all adjoining uses and is within the long range plan comprehensive plan for this land as determined by the City.

**I. 115-156(e)(2)(a)(9) – Location of public areas, etc.**

There are no planned public areas or institutional areas within the developments, all driveways/roadways are private. All other services, such as schools, hospitals, shopping, entertainment, food, medical needs, etc. are

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within a 15 minute drive time of the premises. It is the opinion of the Developer that all needs of the residents are within a reasonable proximity to the proposed development.

J. 115-156(e)(2)(a)(10) – Soils

The exact soil characteristics of all 9.5 acres are not know, but soiling borings and soil tests have been completed through the site. It is a mix of fill and native soils. All plans have been designed to take into account the soil composition, any additional fill that may be needed and compaction ratios.

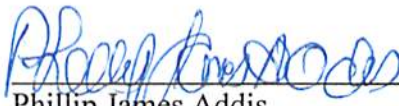
K. 115-156(e)(2)(a)(11) -Topography

The existing topography is attached, but will be changed with the development. Additional fill will be needed

L. 115-156(e)(2)(a)(12) – Landscaping

Preliminary landscaping is on the plans, but the final landscaping plan will be submitted as part of the building permit and design review. All landscaping will be at or exceed the City standards.

Respectfully submitted this 6<sup>th</sup> day of May, 2016.



Phillip James Addis,  
Attorney and Agent for the Developer  
Water Place One, LLC

PJA/dns

Enc.

cc: Water Place One, LLC  
County of La Crosse

## ***Declaration of Covenants, Conditions and Restrictions***

1. These covenants and restrictions are made for the purpose of creating and keeping the above-described development, insofar as possible, desirable, attractive, beneficial, free from nuisances, and in suitable appearance, all for the mutual benefit and protection of all of the owners and residents in the development.
2. These restrictions herein shall be covenants running with the land as provided by law, and shall be binding on all parties and all persons claiming under them.
3. **USE:** No home shall be used except for a residential building. No home or lot in the development may ever be subdivided into smaller tracts or lots nor conveyed or encumbered in any less than the original dimensions as shown on the recorded plat.
4. **STORAGE AND REPAIR OF VEHICLES AND BOATS:** Motor homes, camping trailers, boat trailers, boats, buses and any type of truck with over a one-ton payload capacity shall not be stored or parked on any lot or driveway or street within the subdivision for more than three days (guests: two-week maximum). No car repairs whatsoever, except an emergency repair in order to move the vehicle to another location, may be undertaken in any area of the Development.
5. **SIGNS:** NO signs, billboards, or other advertising structures of any kind shall be erected or maintained or constructed on any lot for any purpose whatsoever, except for identification of residence and except those used in any sale of any lot or home in the development.
6. **LANDSCAPING:** All initial landscaping will be done by the developer. No weed, bushes, thistles, or other noxious organic or plant-like organisms shall be permitted to grow upon any lot to such an extent as to create a nuisance. Decorative ponds and flower or planting beds are allowed. It will be the unit owner's responsibility to maintain all landscaping.
7. **FENCES:** Any fences built by the developer must be maintained by the adjoining property owners. No other fences are allowed.
8. **ANTENNAS/DISHES:** NO exposed radio, telephone, ham radio, TV or microwave receiving or transmitting antennas or masts allowed. Allowance is made for satellite TV dishes not exceeding 24 inches in diameter, which may only be placed in the rear of the residence.



9. **WALKWAYS:** All adjoining property owners are responsible for maintaining and clearing the sidewalks of snow, ice and debris, unless such responsibility has been assigned to the Association
10. **TRASH/WASTE/JUNK:** No storage or retention of rubbish, trash, junk, garbage or other waste shall be permitted or suffered on any lot. Trash, garbage and waste may be placed, for disposal purposes only, in proper sanitary receptacles. No junk or unlicensed cars, trucks or other type of motorized vehicles shall be allowed to be stored outdoors including, but not limited to, snowmobiles, motorcycles, 3-wheelers, 4-wheelers, boats, trailers or campers. Rubbish and trash shall be picked up DAILY and stored in a covered dumpster-type container during all phases of home construction.
11. **STORAGE SHEDS/KENNELS:** The Developer will allow a storage shed in the back yard not to exceed 10 x 12, limited to one (1) per dwelling unit of compatible or similar design or color to the main dwellings. These storage units are subject to any and all municipal codes regarding the construction of accessory structures. No outside dog kennels will be allowed.
12. **TERM:** These Covenants are to run with the land and shall be binding upon all parties, their heir successors and assigns. No deed of conveyance shall be delivered or recorded prior to such recording unless said conveyance is subject to these Covenants and the grantee and any subsequent transferee thereof are obligated to join in.
13. **ENFORCEMENT:** If any person who shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the development to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, for such violations. The City of La Crosse is also granted the power to enforce these Covenants and Restrictions.
14. **SEVERABILITY:** Invalidation of any one of the provisions of this instrument by judgment or court order or decree shall in no way affect any of the other provisions which shall remain in full force and effect.
15. **MAINTENANCE:** Owners agree to keep the property in good condition and repair so as not to have a blighting influence upon the neighborhood. Owners agree not to do anything to diminish or impair the value of the property.
16. **EXTERIOR COLORS FOR UNITS:** For all units, the exterior color scheme and design must remain the same as the attached unit.



17. **GARDENS:** No gardens allowed in the front yard of the units.
18. **COMMON ELEMENTS AGREEMENT:**
- a) The owner of each unit shall own as an appurtenance thereof a percentage interest as tenants in common in the common elements of the building.
  - b) The common elements of the building are defined as:
    - i. The party wall and concrete foundation extending upward from the footings/lower level//basement of said property.
    - ii. An approximate eight-inch width through a vertical and horizontal plane upward from the party wall, through the decking, upward, including in such eight-inch width any roof, soffit, brick or stone, foundation wall and the exterior siding, and including interior wall including any sound board, air space, 2 x 4 framing, insulation and 2 layers on each side of dry wall within such part wall.
    - iii. A concrete driveway that is in the front of the housing units which serves the garages belonging to the premises.
  - c) The parties agree that they will jointly maintain and repair or replace these common areas sharing the cost equally. In the event of the failure of one unit owner to pay the proportionate cost of maintenance or repair when due, the amount thereof shall constitute a lien on the interest of said owner.
  - d) Maintenance of these common elements is to include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary to maintain the single-family attached dwelling property in the same condition as the date of this document.
  - e) In the event of painting or replacing siding, such siding on the entire premises shall be with a matching or identical material or color of paint.
  - f) Items of improvement on or within the premises such as decks, shrubs, sidewalks, boulevards, landscaped areas, trees and green space are privately owned by each individual unit owner and are to be and must be maintained by the individual property owners. These improvements are not common elements.
  - g) Maintenance of these common elements is to include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary to maintain the single-family attached dwelling property in the same condition as the date of this document.

- h) The owners of each of the units shall insure their respective units and their interest in the common elements defined herein for at least one hundred percent of the replacement cost of each of the owners' units and the owners' interest in the common elements at the time of loss, with fire and extended coverage insurance including vandalism. The owner of each unit shall provide a certificate of insurance to the other owner issued by his insurance company showing that such insurance is in full force and effect. Such certificate shall be furnished annually, and it shall contain provisions that the owner of the other unit shall receive ten (10) days' notice of cancellation or expiration of such insurance. In the event of a fire or other peril causing partial or total destruction of any unit, the owner thereof shall be obligated to repair or replace such damage at the earliest possible date. Such repair and replacement shall be in accordance with the terms and conditions of these provisions.
  - i) If due to the negligent act or omission of a unit owner, or a member of his family or household pet, or a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to the other unit, or maintenance, repairs or replacements shall be required which otherwise would be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be required.
  - j) In order to resolve any disputes between the owners in compliance with any of the provisions of this document, the parties must submit to binding arbitration with respect to such dispute. Each of the parties shall appoint an arbitrator of their choice and at their expense, and the two arbitrators so appointed shall select the third arbitrator, the cost of which shall be borne equally by the parties. The decision of the arbitrators shall be final and binding and shall be enforced under the provisions of Wisconsin law.
  - k) The terms and conditions of this document shall be binding upon all owners of the lands described herein and their heirs and assigns so long as the zero-lot line, attached dwelling is in existence.
  - l) The owners of the units situated on the lands described herein may modify the terms and conditions of this document by the unanimous consent of all such owners and upon the recording of an appropriate document amending the terms and conditions of this document.
19. **ASSOCIATION:** An Association will be created for maintaining all common elements and such other rules and regulations necessary for compliance with said rules and regulations.

20. **MARINA:** The marina on site is reserved for the unit owners, their guests and invitees. There are additional rules and regulations regarding ownership and control of the marina.

These covenants are hereby made a part of this development and are recorded against all of the property, by virtue of our signatures hereunder.

Developer

Developer

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Notary Public

**PARCEL A:**

That part of Government Lots 5 and 6 of Section 13, Township 104 North, Range 4 West. City of La Crosse, La Crosse County, Wisconsin, located in the NE 1/4 of the NW 1/4, the NW 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4 lying Southwesterly of the Southwesterly right-of-way of US Hwy. 14-16, Southeasterly of the Southeasterly end of the West channel bridge and Westerly of a line described as follows: Commencing at the Northeast corner of Lot 1 of Hoeschler's Park Plaza Addition; thence South 72' 52' 00" West 476.60 feet; thence South 04' 13' 00" East 112.55 feet to a point 14 feet from the water's edge and point of beginning of this line: Thence North 4' 13' 00" West 112.55 feet; thence continuing North 4' 13' 00" West 371.3 feet; thence North 17' 43' West 350 feet; thence North 04' 13' 00" West 179.5 feet; thence North 28' 17' 00" East 140 feet; thence North 72' 07' 40" East 102.58 feet to the intersection with the Southerly right-of-way of the access road; thence Northwesterly to the bulkhead/line and point of termination of this line.

Tax Parcel No. 17-20273-060

**PARCEL B:**

Part of Lot 4 of Hoeschler's Park Plaza Addition to the City of La Crosse, La Crosse County, Wisconsin, EXCEPT the following described parcel: Beginning at the Southeast corner of the said Lot 4; thence along the arc of a 1,163.24 foot radius curve, concave to the West, the chord of said curve bears North 27' 27' 36" West and measures 80.52 feet; thence South 72' 52' West 293.40 feet; thence North 5' 18' West 96.83 feet; thence North 86' 18' West 91.08 feet; thence South 4' 13' East 52.54 feet; thence South 17' 43' East, 155.43 feet; thence North 72' East 383.28 feet to the point of beginning.

Also EXCEPTING the following described parcel: Beginning at the Southwest corner of Lot 5 of Hoeschler's Park Plaza Addition to the City of La Crosse; thence North 17' 08' West 70 feet; thence North 59' 39' West 81.4 feet; thence South 17' 8' East 128 feet, more or less; thence North 72' 52' East 57 feet, more or less, to the point of beginning.

Tax Parcel No. 17-20246-050

**Parcel C:**

All of Lot 5 and part of Lot 4 of Hoeschler's Park Plaza Addition to the City of La Crosse, La Crosse County, Wisconsin, described as follows: Beginning at the Southwest corner of said Lot 5; thence North 17' 8' West 70 feet; thence North 59' 39' West 81.4 feet; thence South 17' 8' East 128 feet, more or less; thence North 72' 52' East 57 feet, more or less, to the point of beginning.

Tax Parcel No. 17-20246-051

**PARCEL D:**

Part of Hoeschler's Park Plaza Addition to the City of La Crosse, La Crosse County, Wisconsin, described as follows: All of Lot 2, all of Lot 3 and that part of Lot 4 described as follows: Beginning at the Southeast corner of said Lot 4; thence along the arc of a 1,163.24 foot radius curve, concave to the West, the chord of which bears North 27' 27' 36" West and measures 80.52 feet; thence South 72' 52' 00" West 293.40 feet; thence North 05' 18' 00" West 41.78 feet; thence North 87' 43' 55" West 90.68 feet; thence South 17' 42' 52" East 150.49 feet; thence North 72' 52' 00" East 383.28 feet to the point of beginning.

Tax Parcel No. 17-20246-030

**PARCEL E:**

**A Part of an Area Dedicated as a Service Road per the Plat of Hoeschler's Park Plaza Addition being more particularly described as follows:**

**Beginning at the Southeast corner of Lot 2 of said Plat of Hoeschler's Park Plaza Addition; thence North 16°-37'-47" West along the East line of Lot 2 and Lot 3 of said Plat of Hoeschler's Park Plaza Addition, a distance of 353.96 feet; thence Northwesterly 520.33 feet on a curve to the left along the East line of Lot 3, Lot 4, and Lot 5 of said Plat of Hoeschler's Park Plaza Addition, having a radius of 1163.24 feet, the chord of said curve bears North 29°-21'-22" West, a chord distance of 516.00 feet; thence Northwesterly 59.20 feet on a curve to the left along the East line of Lot 5 of said Plat of Hoeschler's Park Plaza Addition, having a radius of 72.25 feet, the chord of said curve bears North 65°-37'-14" West, a chord distance of 57.56 feet; thence Northwesterly 79.61 feet on a curve to the right along the East line of Lot 4 and Lot 5 of said Plat of Hoeschler's Park Plaza Addition, having a radius of 30.00 feet, the chord of said curve bears North 13°-04'-16" West, a chord distance of 58.22 feet to a point on the East line of said Dedicated Service Road; thence Southeasterly 628.62 feet on a curve to the right along said East line, having a radius of 1173.24 feet, the chord of said curve bears South 31°-53'-27" East, a chord distance of 621.13 feet; thence South 16°-37'-47" East along said East line, a distance of 353.95 feet; thence South 73°-22'-13" West, a distance of 10.00 feet to the point of beginning.**

**PARCEL F:**

**A Part of the Northeast 1/4 of the Northwest 1/4, Section 13, Township 104 North, Range 4 West, City of La Crosse, La Crosse County, Wisconsin and being more particularly described as follows:**

**Beginning at the Northeasterly most corner of Lot 4 of the Plat of Hoeschler's Park Plaza Addition; thence North 58°-50'-26" West, a distance of 252.60 feet; thence North 02°-48'-36" West, a distance of 28.61 feet to the Southwesterly Right-of-Way line of U.S.H. 14/61 and S.T.H. 16; thence Southeasterly 270.35 feet on a curve to the right along said Right-of-Way line, having a radius of 1173.24 feet, the chord of said curve bears South 53°-50'-30" East, a chord distance of 269.75 feet; thence Southwesterly 0.26 feet on a curve to the left having a radius of 30.00 feet, the chord of said curve bears South 62°-42'-10" West, a chord distance of 0.26 feet to the point of beginning.**

