

O'Flaherty Heim Egan & Birnbaum LTD.

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July 8, 2013

Via Hand Delivery

City of La Crosse Common Council
400 La Crosse Street
La Crosse, WI 54601

Via Email petersona@cityoflacrosse.org
and Hand Delivery

Ms. Amy Peterson
La Crosse City Clerk's Office
400 La Crosse Street
La Crosse, WI 54601



Re: Variance for Setback for Lot 8 of the Interstate Industrial Park

Dear Council Members and Ms. Peterson:

Great Lakes Cheese of La Crosse is the owner of Lot 8 of the Interstate Industrial Park (the "Property"). Great Lakes Cheese respectfully requests the City Council consider a resolution to allow a variance to Section 2 of the Declaration of Protective Covenants for the Interstate Industrial Park to allow Great Lakes Cheese to expand their facility to no nearer than 10 feet from the front line of Lot 8.

In order to allow the Property to be expanded, Great Lakes Cheese requests the approval of the variance in the permitted setbacks of the Property. We have attached consents from Owners in the Interstate Industrial Park that represent a majority of the votes required by the Declaration of Protective Covenants.

If you have any questions, regarding the information contained in this letter, or with respect to the Property, please do not hesitate to contact me at the number listed below.

Thank you for your attention to this matter.

Sincerely,

O'FLAHERTY HEIM EGAN & BIRNBAUM LTD.

[Handwritten signature of Sean O'Flaherty]
Sean O'Flaherty

SOF/sab

Enclosures

cc: Mayor Tim Kabat– City of La Crosse (via email)
Mr. Larry Kirch – City of La Crosse (via email)
Mr. Michael Browne (via email)
Ms. Mary Jo Toumert (via email)
Mr. Bob Lowder (via email)
Mr. Walter Ehret (via email)
Mr. Chris Walters (via email)
Attorney Stephen Matty (via email)

CONSENT TO VARIANCE
FOR VARIANCE TO SETBACK
FOR LOT 8 OF THE INTERSTATE INDUSTRIAL PARK

I, William Torrance, on behalf of Torrance Casting, Inc., owner of Lot 7 of the Interstate Industrial Park, hereby consent to the proposed resolutions authorizing a variance for Lot 8 of the Interstate Industrial Park to allow a building on Lot 8 to extend to no nearer than ten (10) feet from the front line of Lot 8. My consent represents 2 votes pursuant to Section 14 of the Interstate Industrial Park Restrictive Covenants.

3 ✓
PARTS OF LOT 2
Lot 4

Dated this 27 day of June, 2013.

TORRANCE CASTING, INC.

By: William B. Torrance

Name: William Torrance

Title: President

CONSENT TO VARIANCE
FOR VARIANCE TO SETBACK
FOR LOT 8 OF THE INTERSTATE INDUSTRIAL PARK

I, Judith L. Wedeking, on behalf of Commercial Properties Partners, LLC/Dura-Tech Industries, owner of Lot 4 of the Interstate Industrial Park, hereby consent to the proposed resolutions authorizing a variance for Lot 8 of the Interstate Industrial Park to allow a building on Lot 8 to extend to no nearer than ten (10) feet from the front line of Lot 8. My consent represents 1 vote pursuant to Section 14 of the Interstate Industrial Park Restrictive Covenants.

Dated this 25 day of June, 2013.

COMMERCIAL PROPERTIES PARTNERS, LLC/
DURA-TECH INDUSTRIES

By: Judith L. Wedeking
Name: Judith L. Wedeking
Title: Authorized Signatory

CONSENT TO VARIANCE
FOR VARIANCE TO SETBACK
FOR LOT 8 OF THE INTERSTATE INDUSTRIAL PARK

I, Judith L. Wedeking, on behalf of Commercial Properties Partners, LLC/Dura-Tech Industries, owner of Lot 5 of the Interstate Industrial Park, hereby consent to the proposed resolutions authorizing a variance for Lot 8 of the Interstate Industrial Park to allow a building on Lot 8 to extend to no nearer than ten (10) feet from the front line of Lot 8. My consent represents 1 vote pursuant to Section 14 of the Interstate Industrial Park Restrictive Covenants.

Dated this 25 day of June, 2013.

COMMERCIAL PROPERTIES PARTNERS, LLC/
DURA-TECH INDUSTRIES

By: Judith L. Wedeking
Name: Judith L. Wedeking
Title: Authorized Signatory

CONSENT TO VARIANCE
FOR VARIANCE TO SETBACK
FOR LOT 8 OF THE INTERSTATE INDUSTRIAL PARK

I, Miles Harter, on behalf of Dynamic Property Management, LLC/Dynamic Recycling, owner of Lot 6 of the Interstate Industrial Park, hereby consent to the proposed resolutions authorizing a variance for Lot 8 of the Interstate Industrial Park to allow a building on Lot 8 to extend to no nearer than ten (10) feet from the front line of Lot 8. My consent represents 1 vote pursuant to Section 14 of the Interstate Industrial Park Restrictive Covenants.

Dated this 24~~th~~ day of June, 2013.

DYNAMIC PROPERTY MANAGEMENT, LLC/
DYNAMIC RECYCLING


By: 
Name: Miles Harter
Title: Authorized Signatory

**CONSENT TO VARIANCE
FOR VARIANCE TO SETBACK
FOR LOT 8 OF THE INTERSTATE INDUSTRIAL PARK**

I, MARY V. TOUMERT, on behalf of Great Lakes Cheese of La Crosse, Wisconsin, Inc. owner of Lot 8 of the Interstate Industrial Park, hereby consent to the proposed resolutions authorizing a variance for Lot 8 of the Interstate Industrial Park to allow a building on Lot 8 to extend to no nearer than ten (10) feet from the front line of Lot 8. My consent represents 3 votes pursuant to Section 14 of the Interstate Industrial Park Restrictive Covenants.

Dated this 27th day of June, 2013.

GREAT LAKES CHEESE OF LA CROSSE,
WISCONSIN, INC.

By: 
Name: MARY V. TOUMERT
Title: VICE PRESIDENT

CONSENT TO VARIANCE
FOR VARIANCE TO SETBACK
FOR LOT 8 OF THE INTERSTATE INDUSTRIAL PARK

I, Shawn Wegner, on behalf of Enterprise Avenue, LLC, owner of Lot 12 of the Interstate Industrial Park, hereby consent to the proposed resolutions authorizing a variance for Lot 8 of the Interstate Industrial Park to allow a building on Lot 8 to extend to no nearer than ten (10) feet from the front line of Lot 8. My consent represents 1 vote pursuant to Section 14 of the Interstate Industrial Park Restrictive Covenants.

Dated this 28 day of June, 2013.

ENTERPRISE AVENUE, LLC

By: Shawn Wegner
Name: Shawn Wegner
Title: Authorized Signatory

CONSENT TO VARIANCE
FOR VARIANCE TO SETBACK
FOR LOT 8 OF THE INTERSTATE INDUSTRIAL PARK

I, Shawn Wegner, on behalf of Main Street Ingredients, LLC, owner of Lot 13 of the Interstate Industrial Park, hereby consent to the proposed resolutions authorizing a variance for Lot 8 of the Interstate Industrial Park to allow a building on Lot 8 to extend to no nearer than ten (10) feet from the front line of Lot 8. My consent represents 2 votes pursuant to Section 14 of the Interstate Industrial Park Restrictive Covenants.

Dated this 28 day of June, 2013.

MAIN STREET INGREDIENTS, LLC

By: Shawn Wegner
Name: Shawn Wegner
Title: Authorized Signatory

CONSENT TO VARIANCE
FOR VARIANCE TO SETBACK
FOR LOT 8 OF THE INTERSTATE INDUSTRIAL PARK

I, Shawn Wegner, on behalf of Enterprise Avenue, LLC, owner of Lot 14 of the Interstate Industrial Park, hereby consent to the proposed resolutions authorizing a variance for Lot 8 of the Interstate Industrial Park to allow a building on Lot 8 to extend to no nearer than ten (10) feet from the front line of Lot 8. My consent represents 1 vote pursuant to Section 14 of the Interstate Industrial Park Restrictive Covenants.

Dated this 28 day of June, 2013.

ENTERPRISE AVENUE, LLC

By: Shawn Wegner
Name: Shawn Wegner
Title: Authorized Signatory

CONSENT TO VARIANCE
FOR VARIANCE TO SETBACK
FOR LOT 8 OF THE INTERSTATE INDUSTRIAL PARK

I, Shawn Wegner, on behalf of Main Street Ingredients, LLC, owner of Lot 15 of the Interstate Industrial Park, hereby consent to the proposed resolutions authorizing a variance for Lot 8 of the Interstate Industrial Park to allow a building on Lot 8 to extend to no nearer than ten (10) feet from the front line of Lot 8. My consent represents 1 vote pursuant to Section 14 of the Interstate Industrial Park Restrictive Covenants.

Dated this 28 day of June, 2013.

MAIN STREET INGREDIENTS, LLC

By: Shawn Wegner
Name: Shawn Wegner
Title: Authorized Signatory