

PETITION FOR CHANGE TO ZONING
CITY OF LA CROSSE

AMENDMENT OF ZONING DISTRICT BOUNDARIES

For a Planned Development District or
Traditional Neighborhood District

Petitioner (name and address):

All Space Matters Inc

Owner of site (name and address):

Richard F Molzahn Trust, 259 Larkspur Lane E, Onalaska, WI 54650
TLC Properties LLC, Lamar Sign Company, 1329 Interchange Pl, La Crosse, WI 54603

Address of subject premises:

1822 WI-16, La Crosse WI, Tjhere are 4 parcels, only one has an address

Tax Parcel No.:

17-10460-220, 17-10460-150, 17-10460-130, 17,1046-110

Legal Description (must be a recordable legal description; see Requirements):

See attached legal of all 4 parcels combined

PDD/TND: General Specific General & Specific

Zoning District Classification:

C-1 Local Business, C-2 Commercial

Proposed Zoning Classification:

TND-General

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 consistent with the policies of the Comprehensive Plan? Yes No

Property is Presently Used For:

Vacant

Property is Proposed to be Used For:

Commercial business condos with living units

Proposed Rezoning is Necessary Because (Detailed Answer):

Combing parcels and buildings overlap property lines and utility hookups

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

Consistant with what is present and already in discussions with neighbors


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

It does not to my understanding

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 5th day of

July, 2024.

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.



(signature)

605-759-2438
(telephone)

7-3-24
(date)

candelo@lamar.com
(email)

At least 30 days prior to filing the petition for approval of the designation of a Planned Development District, the owner or his agent making such petition shall meet with the Planning Department, Engineering Department and Building Safety to discuss the scope and proposed nature of the contemplated development. (Pursuant sec. 115-156(3)(e)(1) of the Municipal Code of Ordinances of the City of La Crosse.)

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

Review was made on the 8th day of July, 2024

Signed:  Judy Allen
Director of Planning & Development

AFFIDAVIT

STATE OF Wisconsin)
COUNTY OF La Crosse) ss



The undersigned, Richard A. Molzahn, being duly sworn states:

1. That the undersigned is an adult resident of the City of Onalaska, State of Wisconsin.
2. That the undersigned is (one of the) legal owner(s) of the property located at 1822 WI-16 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.

Richard A. Molzahn
Property Owner

Subscribed and sworn to before me this 3rd day of July, 2024

[Signature]
Notary Public
My Commission expires 5/29/27.

AFFIDAVIT



STATE OF Wisconsin)
COUNTY OF La Crosse) ss

The undersigned, Dale R Jacobson, 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 1822 WI-16 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.

[Signature]
Property Owner

Subscribed and sworn to before me this 3rd day of July, 2024

[Signature]
Notary Public
My Commission expires 5/29/27.

HIGHWAY 16 BUSINESS CONDOS



ALL SPACE MATTERS INC.

Dale Jacobson (414) 897-3500

General Development Plan.

Introduction:

I believe that this parcel is truly unique due to its prime location, high visibility, and the opportunity it presents for a development that is situated between two prominent billboards. One of the main challenges is to create a development of high quality while ensuring that the commercial and residential units are affordable for owner-occupants.

By offering a mix of business and residential condominium units, we provide small businesses with the chance to establish themselves in a central, high-traffic area that is also cost-effective. In the current economic climate, it is increasingly difficult for small businesses to expand into new locations due to the soaring costs of land, development, and financing. However, with business-condos, all owners can benefit from sharing the land and infrastructure expenses, thus lowering their overall costs.

Moreover, owners can take advantage of the residential aspect of the development to reduce expenses by living on-site. This type of mixed-use development not only benefits the business community but also serves as a valuable resource by offering support to businesses seeking affordable and accessible locations for growth.

Per the site plan you will see several proposed buildings that are 60' x 60'. A perspective buyer can combine buildings and do a larger building, as you can see under the elevations tab.

I would like to further mention that proposed development signs have been erected at the beginning of July. Per the realtor, Sarah Hemker, there has been a very strong and positive reaction to the proposed development.

Include the following information:

- 1. Total area to be included in the Planned Development District, area of open space in acres and percent, proposed uses of land keyed to the comparable existing zoning districts, residential density computations (gross and net), proposed number of dwelling units, the approximate location of different types or densities of dwelling units, population analysis, availability of or requirements for municipal services and utilities and any other similar data pertinent to a comprehensive evaluation of the proposed development.**

Answer: Parcels: NE Small parcel Tax #017-10460-220 .1ac, North Parcel 17-10460-150 .76 Ac, Middle parcel 17-10460-130 Tax ID .345ac, South parcel Tax ID 17-10460-110 .503ac. Total Ac. 1.708 ac. Building foot print areas 23,600sqft. 50,281sqft open space 39.1%.

- Requesting all parcels to be C-2 TND Zoning. Use Business condos with living unit as an included option. Proposed 6 buildings. Building 1-6 can be single to 2 unit buildings.
 - Zoning to North and South is commercial zoning, East is residential.
 - Municipal services all located in Frontage road.
- 2. A general summary of the estimated value of structures and site improvement costs, including landscaping and special features.**
 - Each building would have an approx. cost of \$800k. Site improvement costs with infrastructure and landscaping is approx. \$900k
 - 3. A general outline of the organizational structure of a property owner's or management's association, which may be proposed to be established for the purpose of providing any necessary private services including proposed restrictive covenants.**
 - Covenants will be for lawn care, snow plowing, reserve for blacktop maintenance and long-term care for retaining walls.

4. Any proposed departures and requested waivers from the standards of development as set forth in other City zoning regulations, land division ordinance, sign ordinance and other applicable regulations.
 - I am not seeing need for waivers from the standard of development.
5. The expected date of commencement of physical development as set forth in the proposal and also an outline of any development staging which is planned.
 - Would like to start infrastructure end of Sept. 2024 and have all building completed by Summer of 2026. I feel that 3 of the buildings will be completed in 2025.
6. A sketch plan depicting the proposed lot layout, street configuration, utilities, and open space.
 - See attached.
7. A legal description of the boundaries of lands included in the proposed Planned Development District.
 - See attached.
8. A description of the relationship between the lands included in the proposed Planned Development District and surrounding properties.
 - Commercial businesses to North & South. Residential to the East. West is DOT.
9. The location of institutional, recreational and open space areas, common areas and areas reserved or dedicated for public uses, including schools, parks, and drainageways.
 - Drainageways are indicated on Storm Water Management Plan.
10. Characteristics of soils related to contemplated specific uses.
 - Sandy Loam soil
11. Existing topography on site with contours at no greater than two-foot intervals City Datum where available.
 - See attached contour
12. General landscaping treatment.
 - Storm water management plan. In addition wild flower plantings under billboard areas and West hillside.

Additional material. Additional material and information shall be provided for specific types of uses when petitioning for a change in zoning under a general development plan as follows, with the exception that the standards of height, open space, buffering, landscaping, pedestrian and vehicular circulation, off-street parking and loading, signs, and nuisance controls intended for the development shall only be required to be submitted as part of a specific comprehensive development plan:

1. Wherever residential development is proposed within a Planned Development District, the general development plan shall contain at least the following information:
 - (i) The approximate number of dwelling units proposed by type of dwelling and the density (i.e., the number of dwelling units proposed per gross and net acre for each type of use).
 - (ii) The standards of height, open space, buffering, landscaping, pedestrian and vehicular circulation, off-street parking and loading, signs, and nuisance controls intended for the development.

General Development Plan.

Include the following information:

1. Total area to be included in the Planned Development District, area of open space in acres and percent, proposed uses of land keyed to the comparable existing zoning districts, residential density computations (gross and net), proposed number of dwelling units, the approximate location of different types or densities of dwelling units, population analysis, availability of or requirements for municipal services and utilities and any other similar data pertinent to a comprehensive evaluation of the proposed development.

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 - (ii) The standards of height, open space, buffering, landscaping, pedestrian and vehicular circulation, off-street parking and loading, signs, and nuisance controls intended for the development.

Email from Zoning Dept. (Included for historical)

Hello Dale,

Per our conversation and emails:

1. I do like the designs. I think that is along the line of what we talked about. Still very much interested in, and supportive of, multi-story buildings with residential above. There is a lot of residential that has been developed in this area over the last decade and we are in need of more housing opportunities, particularly affordable. They may also be attractive to those that are leasing your spaces on the ground floor.
 - a. I think you have enough to here to have a prelim design review meeting. They are usually held on Friday mornings at 9am via Zoom. Because I am concerned that not enough staff will be present on July 5th I won't schedule you until July 12th. Let me know if you have any concerns with that.
2. As stated, because you want to combine the lots and have multiple buildings on that one lot you will need to rezone them to Traditional Neighborhood Development. This will allow for you to request the uses and site conditions you desire with approval being granted by the Common Council.
3. Rezoning Process.
 - a. Process typically is a two-step process.
 - i. First step is to rezone to TND-General. Typically, this is a review and decision on proposed use.

- ii. Second step is to TND-Specific. Typically, this is approving your final master plans for the site.
- 4. TND zoning application
 - a. Link to rezoning petition.
 - i. <https://www.cityoflacrosse.org/your-government/departments/city-clerk/forms-chart/planned-development-district-and-traditional-neighborhood-district>
 - b. Application submittal should include the following:
 - i. Completed application.
 - ii. Recordable legal description of the parcel
 - iii. Any preliminary plans for the development. Particularly floor plans.
 - iv. Cover letter that includes any information about your project and responses to the items that are listed on the attached "General Development Plan" document.
 - 1. I would recommend being very transparent on use and anticipated departures/exceptions/variances from typical zoning requirements.
- 5. Council Member Contact Info: (I recommend reaching out to her to discuss your project)
 - b. Erin Goggin- goggine@cityoflacrosse.org 715-523-9048
- 6. Application submittal deadlines:
 - b. July 5th- 5pm (Meetings all in August)
 - c. August 2nd- 5pm (Meetings all in September)
 - d. Let me know if you need the dates after August.
 - e. If you would like me to look over your application prior to submittal, please let me know.

Comprehensive Marketing Plan Multipurpose Business Condos

Marketing will focus on business that would benefit from a location with one of the highest traffic counts in La Crosse County. It's anticipated that optimal building spaces range from 1800-12,000 square feet. It's essential to highlight several key features to attract potential buyers that offer commercial usage with living spaces in a high traffic location. The following is a comprehensive strategy.

"Discover the perfect blend of business and residential living with our multipurpose condos, strategically located in a high-traffic area. These units offer unparalleled visibility and accessibility, making them ideal for entrepreneurs and small business owners who value convenience and modern amenities."

MARKETING STRATEGY

Develop a Strong 1 on 1 Target Audience:

Prime location with easy access to transportation and local services.
Sustainable or green building features, if applicable.

Investors:

Those looking for properties with dual-use capabilities and high rental potential.

Remote Workers:

Professionals seeking a home office setup with the potential for foot traffic for future business.

HIGHLIGHT UNIQUE SELL POINTS

Versatility

Emphasize the dual-purpose nature of the condos, suitable for both residential and commercial use.

Location

Highlight high traffic location which is ideal for business seeking visibility and accessibility with beautiful view.

Modern Amenities

Showcase the contemporary design, fiber optics internet, and other modern facilities that appeal to both residents and businesses.

Zoning Flexibility

Explain any zoning benefits that allow for mixed-use, ensuing potential buyers understand the flexibility offered.

VISUAL MARKETING

Professional Photography and Virtual Tours

High quality images and virtual tours can help potential buyers visualize the space's potential.

Floor Plans and Renderings

Provide detailed floor plans and 3D renderings to illustrate how the space can be utilized both commercially and residentially.

ADVERTISING CHANNELS

Online listings:

Utilize real estate platforms (Zillow, [Realtor.com](https://www.realtor.com), and LoopNet, etc.) to reach broad audience.

Social Media:

Leverage platforms like Facebook, Instagram, LinkedIn for targeted advertising.

Local Media:

Advertise with local business journalism's newspapers, community bulletins to attract local interest.

NETWORK AND DIRECT OUTREACH

Partner with Century 21 Real Estate Agent:

Professional who specialize in commercial and mixed-use properties.

Business Associations:

Engage local chamber and business associations and industry specific groups.

Trade Shows & Events:

Attend and host events to allow potential buyers to promote the dual use condos.

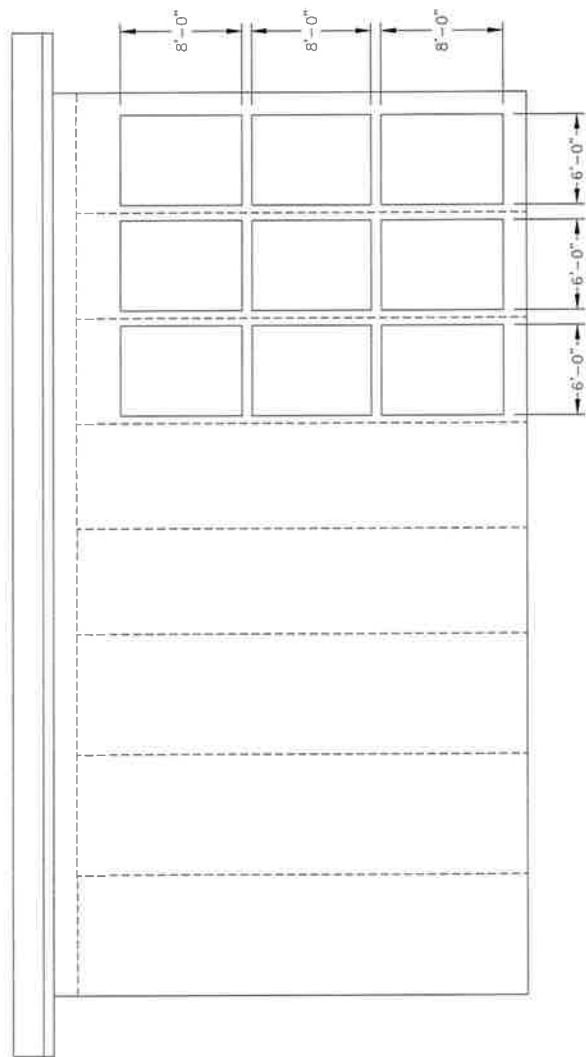
Email Marketing Campaign:

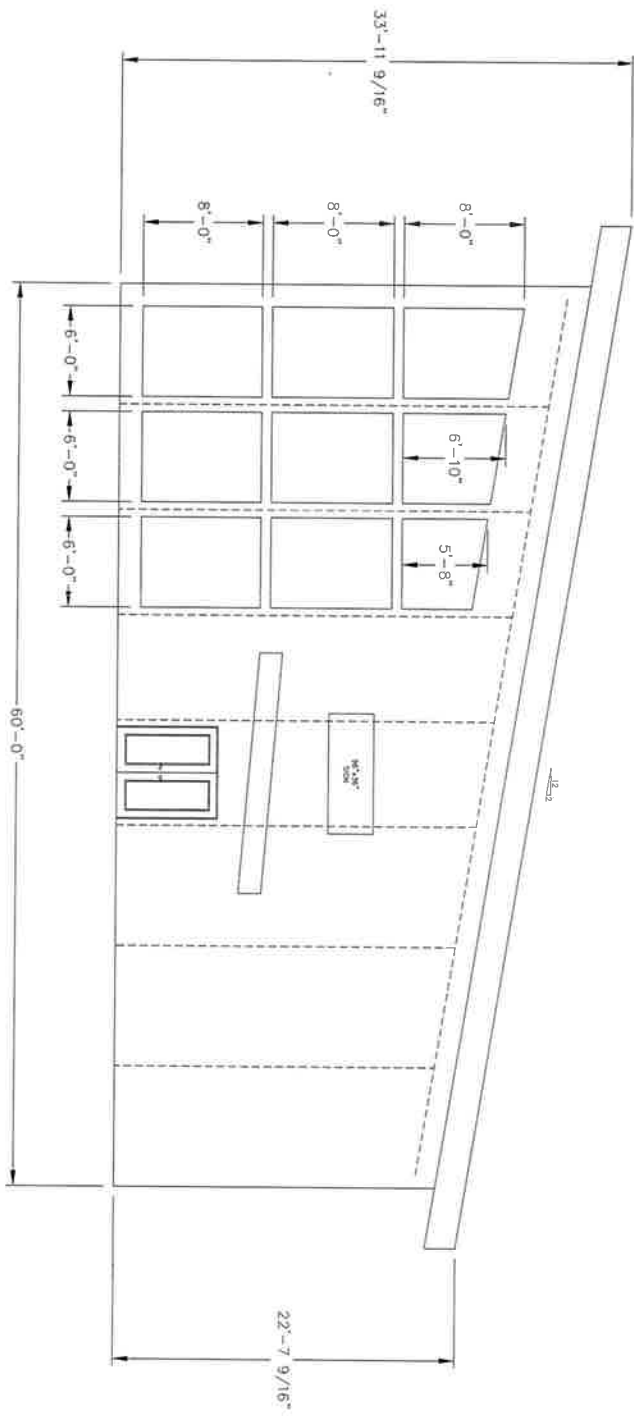
Build email list of potential buyers and business contacts, send regular newsletters, updates, event notices, etc.

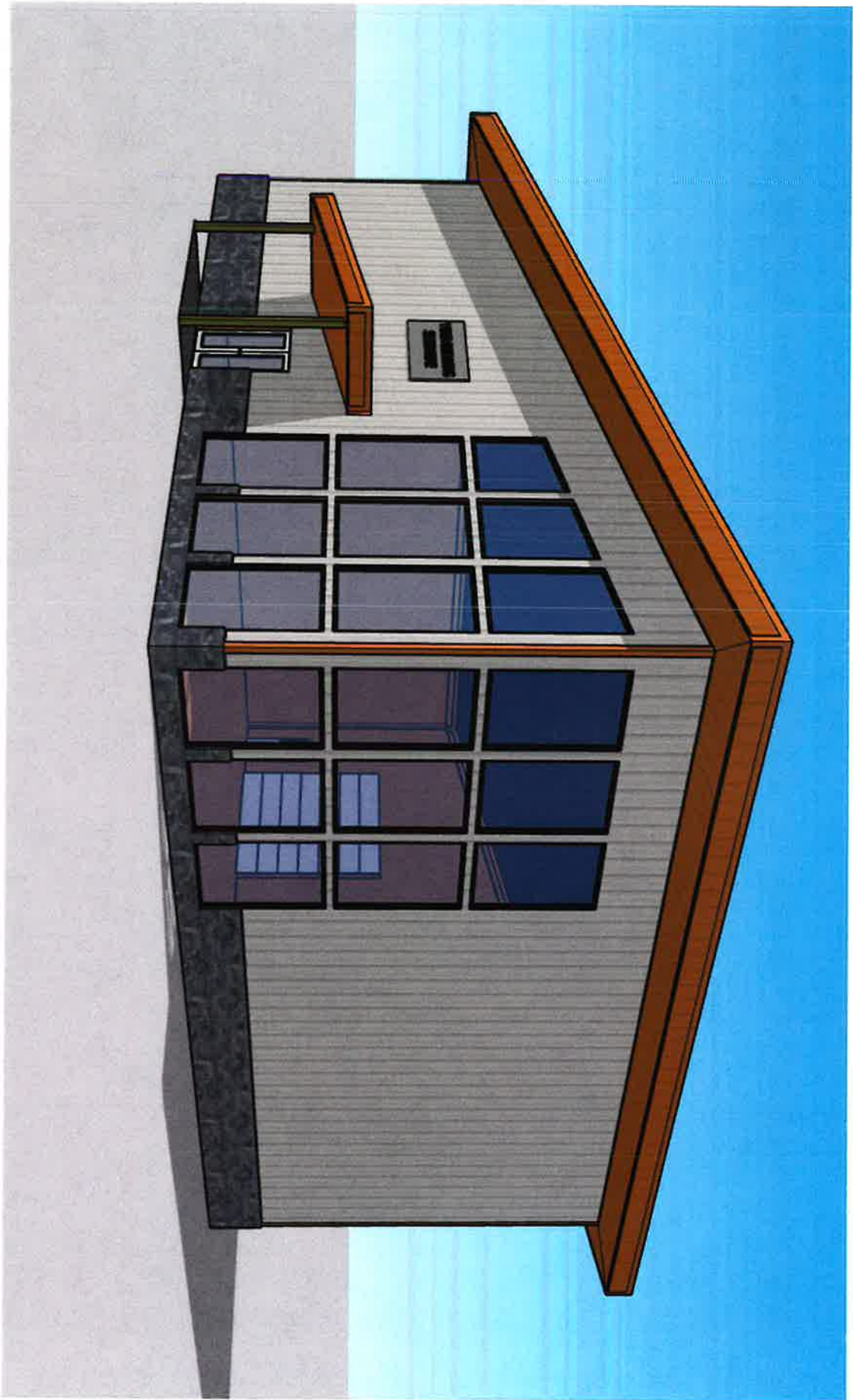
Offer Incentives:

Provide limited time offers, (reduced prices, customized build-out, free 1 year maintenance).



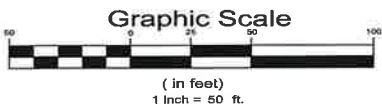
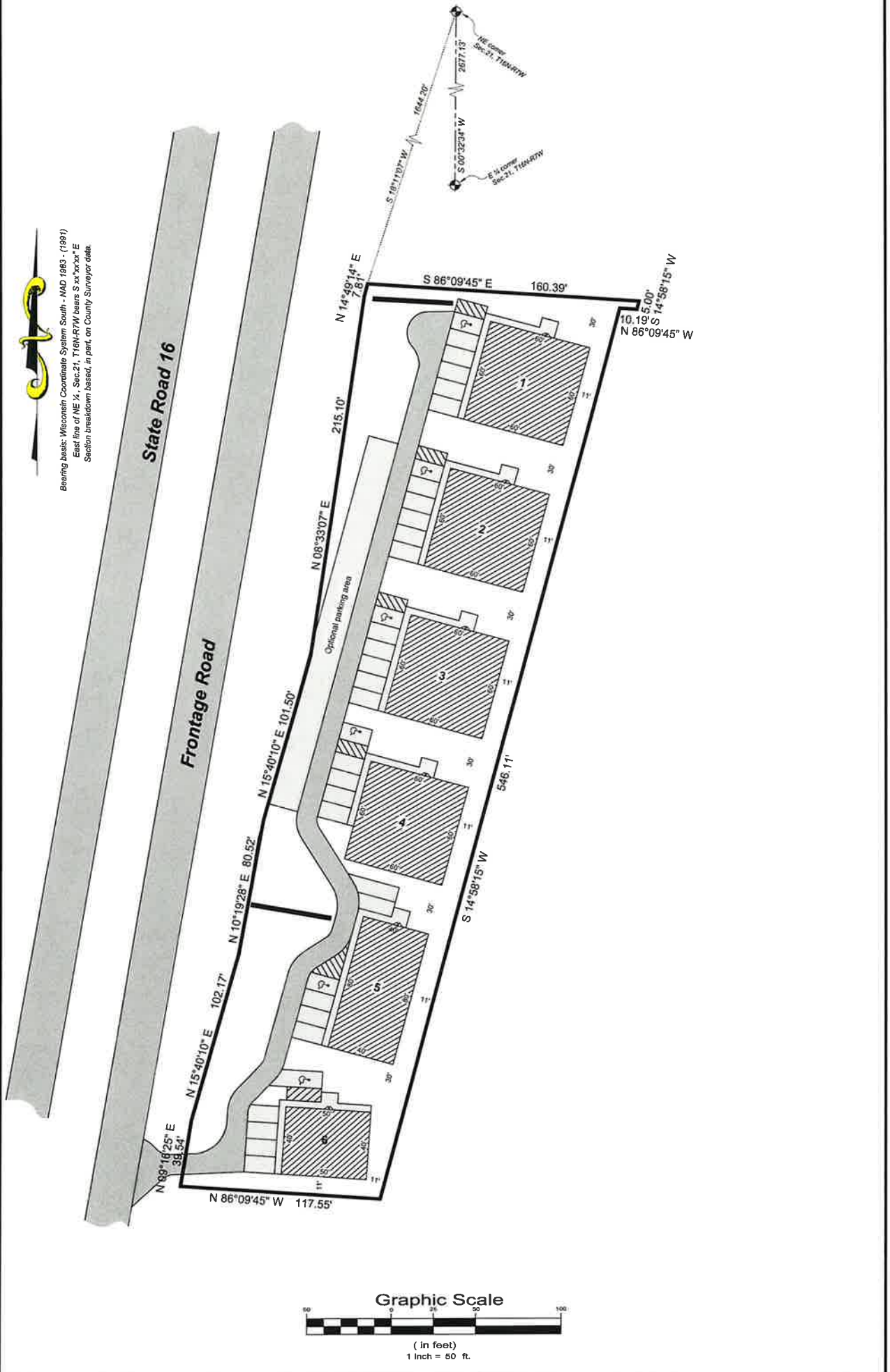








Bearing basis: Wisconsin Coordinate System South - NAD 1983 - (1991)
East line of NE 1/4, Sec. 21, T16N-R7W bears S xx°xx'x"E
Section breakdown based, in part, on County Surveyor data.



17-10 190-100
STATE OF
WISCONSIN DOT

17-10
RICHARD F
MOLZAHN TRUST

17-10460-150
RICHARD F
MOLZAHN TRUST

17-10460-130
FAYE

17-10460-130
TLC PROPERTIES LLC

17-10460-110
CIA SIAB IN

17-10460-110
TLC PROPERTIES LLC

Frontage



PLAT OF SURVEY

DESCRIPTION - PARCEL 18, 19, 20, 21, AND 22 IN BLOCK 2 OF PLAT OF COLD SPRINGS IN THE TOWN OF COLD SPRINGS, LA CROSSE COUNTY, MISSOURI, AND PART OF GOVERNMENT LOT 7 OF SECTION 21, T1N, R7W, BEING PART OF THE VACATED WEST HALF OF THE ALLEY IN SAID BLOCK 2 OF PLAT OF COLD SPRINGS, LA CROSSE COUNTY, MISSOURI, COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 21; THENCE N41°01'18" W 756.65 FEET TO THE CENTERLINE OF THE VACATED ALLEY OF THE PLAT OF COLD SPRINGS; THENCE N13°59'28" E ALONG SAID CENTERLINE OF THE VACATED ALLEY 347.00 FEET TO THE POINT OF BEGINNING; THENCE N15°01'56" W 263.81 FEET TO THE POINT OF BEGINNING; THENCE N85°57'50" E ALONG THE SOUTH LINE OF SAID LOT 17 AND ITS EXTENSION 125.71 FEET TO THE EAST RIGHT OF WAY OF STATE ROAD 16; THENCE N15°44'48" E ALONG THE EAST RIGHT OF WAY OF STATE ROAD 16 19.87 FEET AND N12°02'51" W 222.87 FEET TO THE POINT OF BEGINNING; THENCE N85°57'50" E ALONG THE NORTH LINE THEREOF 100.82 FEET TO THE CENTERLINE OF THE VACATED ALLEY OF SAID BLOCK 2; THENCE S15°51'27" W ALONG SAID CENTERLINE 122.51 FEET; THENCE N15°01'56" W SAID CENTERLINE S15°01'56" W 123.55 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS APPROXIMATELY 33,124 Sq. Ft.

SUBJECT TO ANY EASEMENTS OF RECORD.

SUBJECT TO A SIGN EASEMENT DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 13, THENCE N85°57'50" E 63.00 FEET TO THE NORTH LINE THEREOF 63.00 FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD 16; THENCE N8°37'45" E 25.08 FEET TO THE POINT OF BEGINNING.

DESCRIPTION - PARCEL 13, 14, 15, AND 16 IN BLOCK 2 OF PLAT OF COLD SPRINGS IN THE TOWN OF CAMPBELL, NOW IN THE CITY OF LA CROSSE, AND PART OF GOVERNMENT LOT 7 OF SECTION 21, T1N, R7W, BEING PART OF THE VACATED WEST HALF OF THE ALLEY IN SAID BLOCK 2 OF PLAT OF COLD SPRINGS, LA CROSSE COUNTY, MO. DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 21; THENCE N41°01'18" W 756.65 FEET TO THE CENTERLINE OF THE VACATED ALLEY OF THE PLAT OF COLD SPRINGS; THENCE N13°59'28" E ALONG SAID CENTERLINE 424.75 FEET; THENCE CONTINUING ALONG SAID CENTERLINE N15°01'56" E 140.75 FEET TO THE POINT OF BEGINNING; THENCE N85°00'08" E ALONG THE EAST RIGHT OF WAY OF STATE ROAD 16 124.00 FEET TO THE POINT OF BEGINNING; THENCE N15°44'48" E ALONG SAID RIGHT OF WAY LINE N11°23'02" E 42.19 FEET AND N15°44'48" E 80.63 FEET TO THE NORTH LINE OF SAID LOT 16, BLOCK 2; THENCE S88°00'08" E 124.00 FEET TO THE CENTERLINE OF THE VACATED ALLEY OF SAID BLOCK 2; THENCE S15°01'56" W 123.06 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS APPROXIMATELY 15,209 Sq. Ft.

SUBJECT TO ANY EASEMENTS OF RECORD.

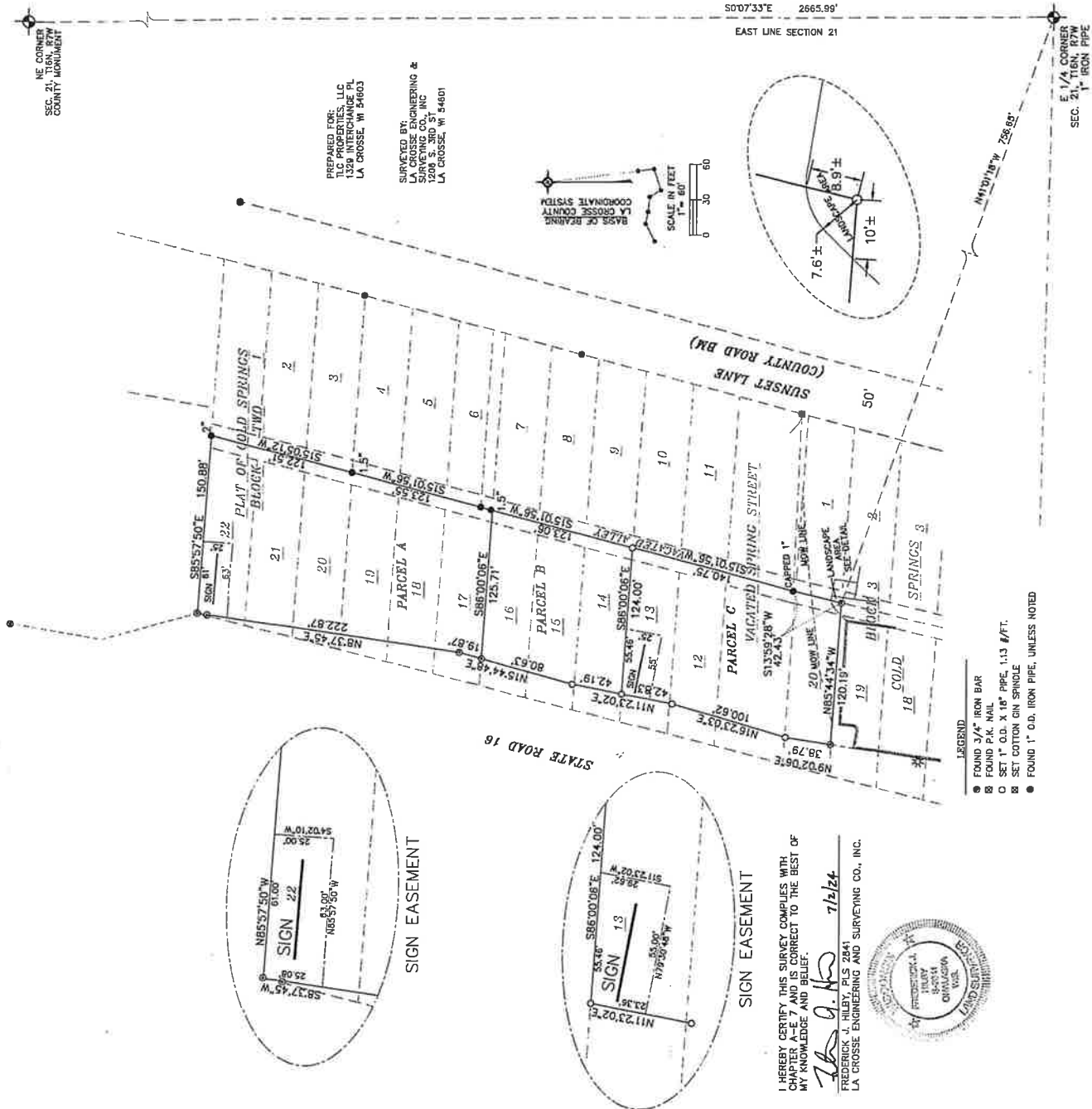
DESCRIPTION - PARCEL 1, 2, 3, 4, 5, 6, 7, 8, 9, AND PART OF LOT 20, BLOCK 2 OF PLAT OF COLD SPRINGS IN THE TOWN OF CAMPBELL, NOW IN THE CITY OF LA CROSSE, AND PART OF GOVERNMENT LOT 7 OF SECTION 21, T1N, R7W, BEING PART OF THE VACATED WEST HALF OF SPRING STREET AND BEING PART OF THE VACATED WEST HALF OF SPRING STREET AND BLOCK 2 AND 3 OF PLAT OF COLD SPRINGS, LA CROSSE COUNTY, MO. DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 21; THENCE N41°01'18" W 756.65 FEET TO THE CENTERLINE OF THE VACATED ALLEY OF THE PLAT OF COLD SPRINGS; THENCE N13°59'28" E ALONG SAID CENTERLINE 424.75 FEET TO THE POINT OF BEGINNING; THENCE N85°44'34" W ALONG THE SOUTH LINE OF SAID LOT 20 AND ITS EXTENSION 120.19 FEET TO THE EAST RIGHT OF WAY OF STATE ROAD 16; THENCE N15°44'48" E ALONG THE EAST RIGHT OF WAY OF STATE ROAD 16 19.87 FEET AND N12°02'51" W 222.87 FEET TO THE NORTH LINE OF SAID LOT 19, BLOCK 2; THENCE CONTINUING ALONG SAID RIGHT OF WAY N16°23'03" E 100.82 FEET AND N11°23'02" E 42.83 FEET TO THE NORTH LINE OF SAID LOT 13, BLOCK 2; THENCE S88°00'08" E ALONG SAID NORTH LINE 124.00 FEET TO THE CENTERLINE OF THE VACATED ALLEY OF SAID BLOCK 2; THENCE CONTINUING ALONG SAID CENTERLINE S15°01'56" W 42.19 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS APPROXIMATELY 21,986 Sq. Ft.

SUBJECT TO ANY EASEMENTS OF RECORD.

SUBJECT TO A SIGN EASEMENT DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTHWEST CORNER OF ABOVE DESCRIBED PARCEL; THENCE S85°00'08" E ALONG THE NORTH LINE THEREOF 55.48 FEET; THENCE S11°23'02" E 42.83 FEET; THENCE N79°30'49" W 50.08 FEET TO THE EAST RIGHT OF WAY OF STATE ROAD 16; THENCE N11°23'02" E 25.36 FEET TO THE POINT OF BEGINNING.

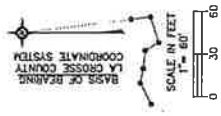
EXHIBIT "B" Legal Description of the Property



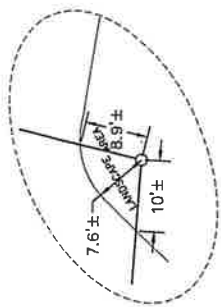
NE CORNER
TOWNSHIP
COUNTY MONUMENT

PREPARED FOR:
LA CROSSE ENGINEERING &
SURVEYING CO., INC.
1339 INTERCHANGE PL.
LA CROSSE, WI 54603

SURVEYED BY:
LA CROSSE ENGINEERING &
SURVEYING CO., INC.
1339 INTERCHANGE PL.
LA CROSSE, WI 54603



S0°07'33"E 2665.99'
EAST LINE SECTION 21



E 1/4 CORNER
SEC. 21, T1N, R7W
1" IRON PIPE

- LEGEND
- FOUND 3/4" IRON BAR
 - FOUND P.K. NAIL
 - SET 1" O.D. X 18" PIPE, 1.13 #/FT.
 - SET COTTON GIN SPINDLE
 - FOUND 1" O.D. IRON PIPE, UNLESS NOTED

I HEREBY CERTIFY THIS SURVEY COMPLIES WITH CHAPTER A-E 7 AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Frederick J. Hilbert 7/2/24
FREDERICK J. HILBERT, PLS 2284
LA CROSSE ENGINEERING AND SURVEYING CO., INC.



Part of the SE ¼ of the NE ¼ of Section 21, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin, including parts of Lots 12 to 22, Block 2, part of Lot 20, Block 3, part of vacated alleys in said Block 2 and Block 3 and part of vacated Spring Street, all in Cold Springs Addition described as follows:

Commencing at the Northeast corner of said Section 21, thence S 18°11'07" W 1644.20 feet to the easterly line of State Road 16 and the northwest corner of said Lot 22, Block 2, Cold Springs Addition and the point of beginning;

thence, along the north line of said Block 2, S 86°09'45" E 160.39 feet to the easterly line of said vacated alley;

thence, along said easterly line, S 14°58'15" W 5.00 feet;

thence N 86°09'45" W 10.19 feet to the centerline of said alley;

thence, along said centerline and southerly extension thereof, S 14°58'15" W 546.11 feet to the easterly extension of the south line of said Lot 20, Block 3;

thence, along said easterly extension and south line, N 86°09'45" W 117.55 feet to the said easterly line of State Road 16;

thence, along said easterly line, N 09°16'25" E 39.54 feet;

thence, continuing along said easterly line, N 15°40'10" E 102.17 feet;

thence, continuing along said easterly line, N 10°19'28" E 80.52 feet;

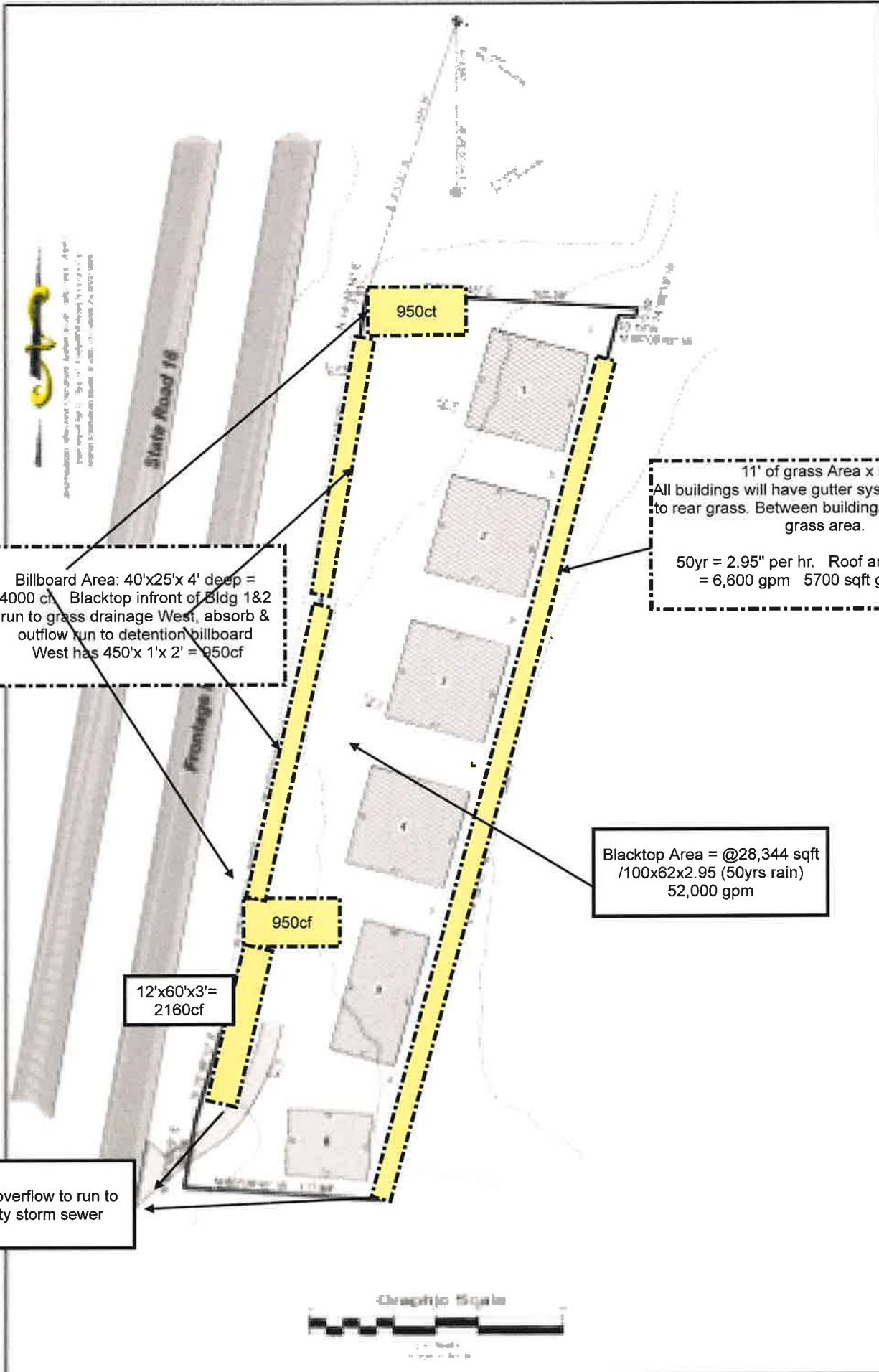
thence, continuing along said easterly line, N 15°40'10" E 101.50 feet;

thence, continuing along said easterly line, N 08°33'07" E 215.10 feet;

thence, continuing along said easterly line, N 14°49'14" E 7.81 feet to the point beginning.

Subject to easements, covenants and restrictions of record.

Containing 1.61 acres.



Billboard Area: 40'x25'x 4' deep = 4000 cf. Blacktop in front of Bldg 1&2 run to grass drainage West, absorb & outflow run to detention billboard West has 450'x 1'x 2' = 950cf

11' of grass Area x 520'
 All buildings will have gutter system, downspout to rear grass. Between buildings sloped to rear grass area.
 50yr = 2.95" per hr. Roof area 3600Sqft.
 = 6,600 gpm 5700 sqft grass area

Blacktop Area = @28,344 sqft /100x62x2.95 (50yrs rain) 52,000 gpm

12'x60'x3' = 2160cf

950ct

950cf

All overflow to run to city storm sewer

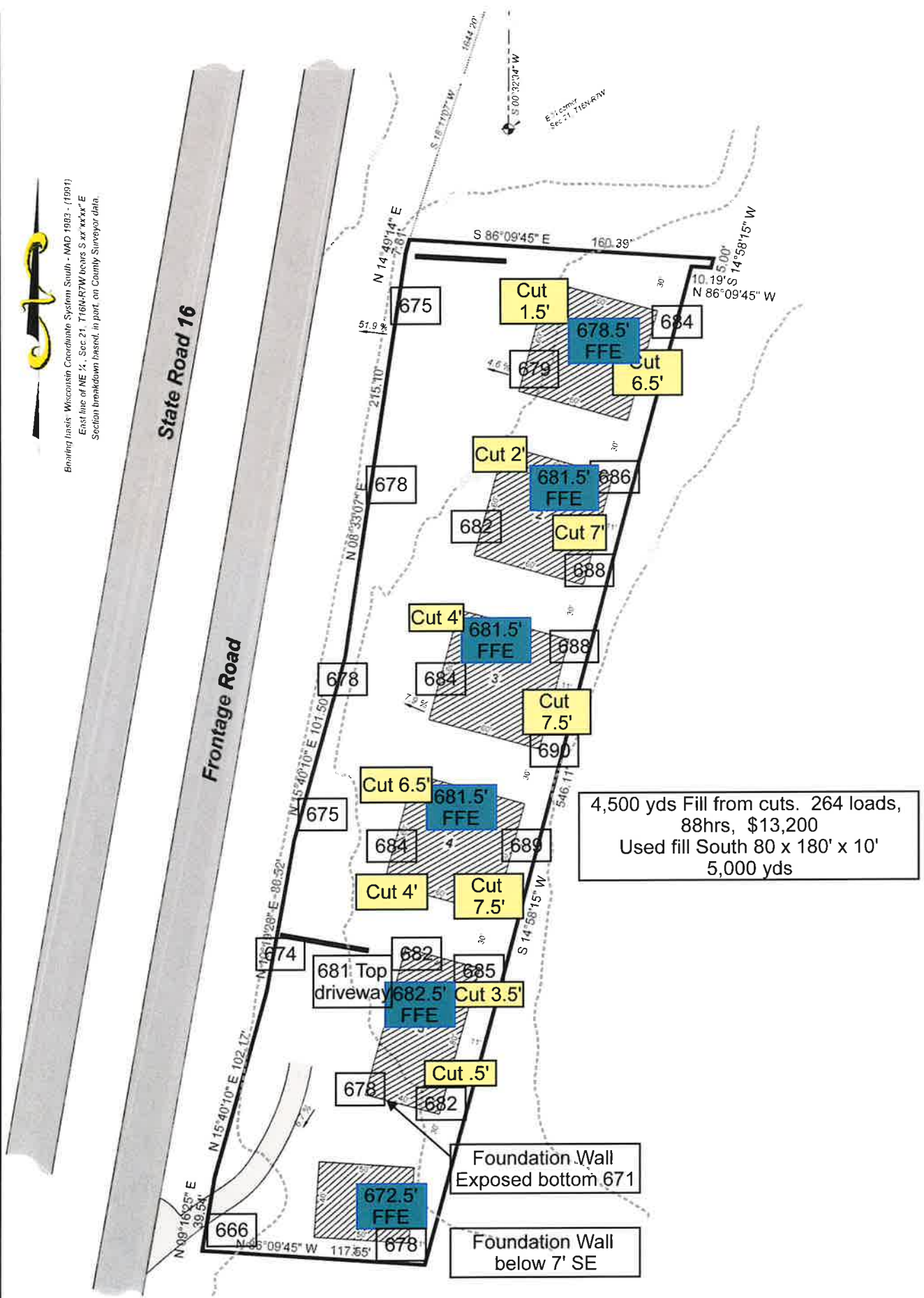


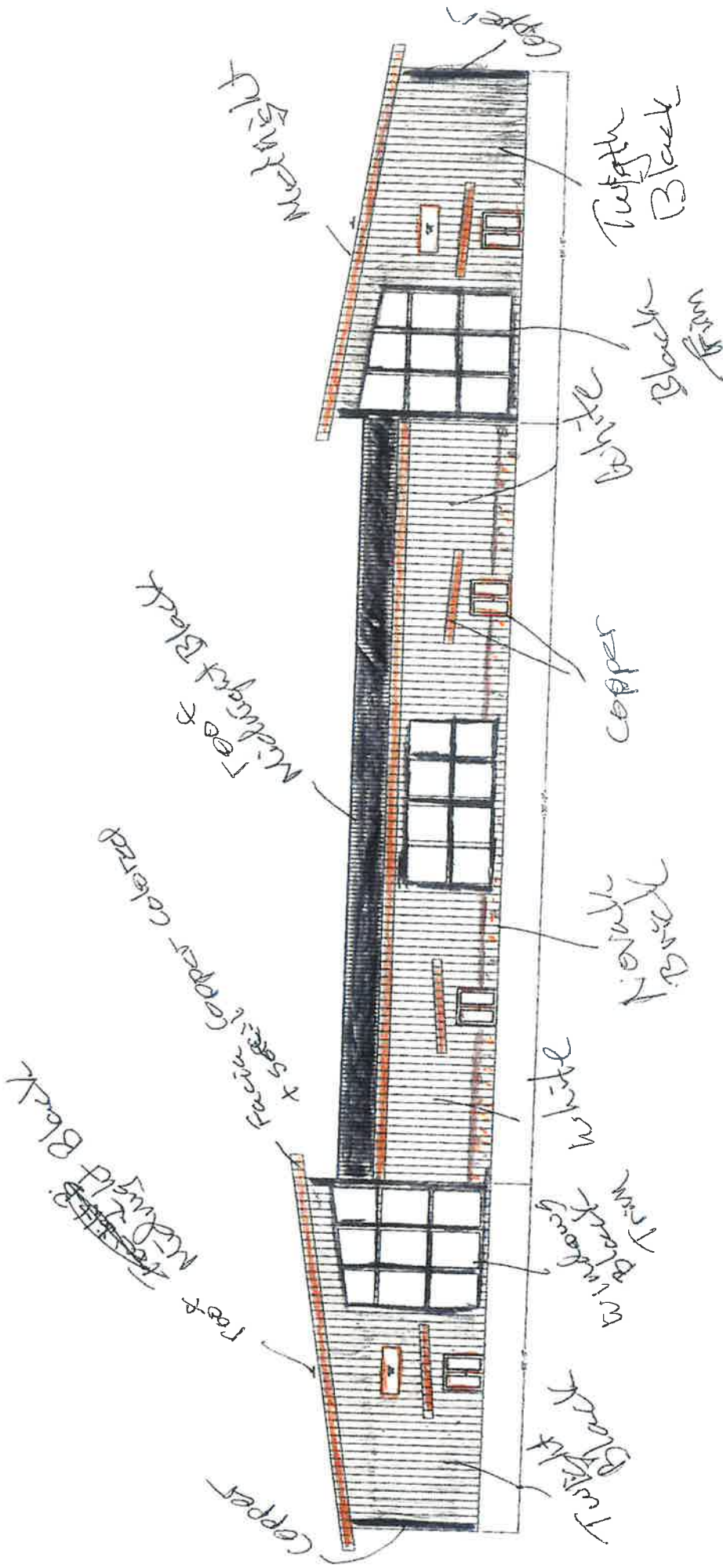


 Bearing based Wisconsin Coordinate System South - NAD 1983 - (1991)

 East line of NE 1/4, Sec 21, T16N-R7W bears S xx°xx'xx" E

 Section breakdown based, in part, on County Surveyor data.





- White / Clay white - Inside
- Dull Black - Siding - outside
- Shiny Black - Roof, Window trim, Corners - (corners could be wood grain)
- Soft lit + Doors + floor Roofs - ~~Next grain~~ Copper
- Wainscoting - Brown, gray, white, Black rock stone

HIGHWAY "16"

24"u: 52.39
d: 50.89

8"u: 50.93
d: 49.55

18"u: 55.50
d: 55.44

18"u: 78.00
d: 55.60

17-10460-2

23'

17-10460-150

24"u: 54.89
d: 52.39

8"u: 52.13
d: 50.93

17-10460-130

1835
17-10460-1

18'

242'

X 1822

1825 X

1825
17-10460-100

1822
17-10460-110

194.3'

v

.

Premium Pro-Snap® Matte Knight's Armor Steel Panel



**CONDOMINIUM DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS FOR HIGHWAY 16 PLAZA
BUSINESS CONDOMINIUM**

Document No.

Title of Document

THIS DECLARATION is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") effective as of the ___ day of _____, 2024, by All Space Matters, Inc. a Wisconsin corporation ("Declarant").

1. **Statement of Declaration.** The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed thereon to the condominium form of ownership in the manner provided by law and by this Declaration.

*Record this document with the Register
of Deeds Office*

Declarant hereby declares that it is the sole owner of the real property described in this Declaration, together with all buildings and improvements thereon. The property, buildings and improvements shall be a "Statutory Small Condominium" as that term is defined in the Act.

Name and Return Address:

2. **Legal Description.** The following described real estate is subjected to the provisions of this Declaration:

SEE ATTACHED EXHIBIT A.

3. **Name.** The aforesaid real estate and the building and improvements thereon shall be known as HIGHWAY 16 PLAZA BUSINESS CONDOMINIUM.

4. **Description and Location of Buildings.** There are six (6) main building on the real estate described above, which building shall contain one (1) unit. The building is located on the real estate as indicated in the condominium plat marked "Exhibit B," attached hereto and made a part of this Declaration.

5. **Description of Units.**

Highway 16 Plaza Business Condominium, in the City of La Crosse, Wisconsin, contains 73,881 square feet and includes 23,600 square feet (more or less) of the buildings described above.

The unit boundaries of each unit shall be the exterior boundaries of the parcels depicted and described on the Plat, a copy of which is attached hereto as Exhibit B. Except as defined as common elements below, each unit includes all real property, improvements and fixtures contained within the boundary of the unit as depicted on the Plat, including (without limitation) the following: all components of the building itself other than the party wall; all parking and drive areas; sidewalks, green spaces, and landscaping; all plumbing fixtures and the water and sewer piping, laterals, valves and other connecting and controlling materials and devices that serve the unit exclusively; all heating, ventilation and air conditioning systems and all ducts, vents, wires, cables, or conduits used in connection with such system; and the gas, electric, sewer, water or other utility lines running from the unit to the point where each connects with the gas, electric, sewer, water or other utility mains which service all units.

6. Description Of Common Elements. The common elements include only the party wall depicted on the Plat and the gas, electric, sewer, water or other utility lines running from their connections to the public service to the point where each connects with the gas, electric, sewer, water or other utility lines which service the individual units.

Each unit has access to and use of all of the common elements, as well as any additional rights and subject to any additional restrictions imposed or contained in the Bylaws of the Association or in that certain Reciprocal Easement Agreement of even date herewith. Each unit will be metered individually for all utilities and the cost of these utilities shall not be considered a common expense. There are no areas designated as limited common elements.

7. Maintenance. The unit owners shall be responsible for repair, maintenance or replacement of their individual units in good repair, subject only to normal wear and tear, at the cost of each individual unit owner. Except as otherwise provided, the Association shall be responsible for the maintenance, repair and replacement of the common elements. The foregoing notwithstanding, a unit owner shall be solely responsible for repairs to common elements made necessary due to any negligent act or omission of the unit owner or any of its employees or contractors.

The units and common elements shall be maintained to a high standard, not less than what is commonly referred to as "Class A" space, as defined by the Building Owners and

Managers Association. In the event that a unit owner shall fail to maintain or repair its unit and such failure causes, or threatens to cause, damage to another unit, the Association may perform the required maintenance or repair and charge the cost thereof to the unit owner. The unit owners hereby grant to the Association a right of access to the units as necessary to perform such maintenance or repairs.

8. Destruction and Reconstruction. In the event of damage to all or part of the common elements of the condominium, Section 703.18 of the Wisconsin Condominium Ownership Act shall control, and in all events, a 75% vote of the Association shall be determinative as to what action shall be taken. If damage occurs to only one (1) unit and such damage does not affect the other units, the damaged unit shall be repaired by the owner of the damaged unit.

9. Commercial Purposes. The units are restricted to commercial uses not prohibited by the terms of that certain Reciprocal Easement Agreement of even date herewith and which comply with any ordinances, laws, rules, and regulations of any governmental authority which may be applicable to the use and enjoyment of the lands herein described or any portion thereof.

10. Easements. The Association shall have the right to grant, convey, transfer, cancel, relocate, establish and deal with, upon such terms as it may determine, easements in favor of public and private utilities over and upon the common elements for the purpose of providing, constructing, operating, adding to, repairing, maintaining and removing utility services in and to the units.

11. Binding Effect. All easements and rights described herein are easements appurtenant, running with the land. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, their successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. Acceptance of a deed by a unit owner shall constitute an acceptance of the provisions of this Declaration, Bylaws, Reciprocal Easement Agreement and other rules and regulations adopted pursuant thereto.

12. Changing of Boundaries. Upon a unanimous vote of the Association, this Declaration shall expressly permit the relocation of boundaries between adjoining units and the separation of a unit into two (2) or more units, provided the requirements of Sections 703.13(6)

and 703.13(7) are followed. Any such relocation or subdivision must be done in accordance with all local, state and federal laws and regulations relating thereto.

13. Insurance. The unit owners shall provide insurance coverage for loss by fire and extended coverage in an amount sufficient to protect their interest in the common elements and their individual units. Such insurance shall be obtained in the name of the unit owner and their mortgagees as their interests may appear. Premiums for such insurance coverage shall be paid by the individual unit owners. The Association may provide such insurance if a unit owner does not, upon request, provide evidence of such insurance, the premium for which shall be reimbursable upon demand.

14. Assessment against Unit Owners.

(a) Common Expenses. The Board of Directors of the Association shall determine the costs of operation and maintenance of the Condominium and other common expenses of the Association as set forth in Section 703.365(6) of the Wisconsin Statutes, and shall prepare an annual operating budget for the Association in order to determine the amount of the common expenses chargeable to each unit to meet the estimated common expenses of the Association for the following year. The common expenses needed for the operation of the Condominium shall be divided between the unit owners in proportion to their Percentage Interests, and such amounts (together with any other amounts due from a unit owner to the Association) shall be a lien against the unit in accordance with the provisions of Section 703.16 of the Wisconsin Statutes. Other charges against unit owners will also be liens against a unit as provided for in the Bylaws of the Association. On or before January 1 of the year for which the operating budget was prepared, the Board of Directors shall provide the members with a written copy of said budget and their respective allocated assessment. The common charges shall be paid to the Association on or before the first day of February of said year. If not by paid by February 1, or within thirty (30) days of a unit owner's receipt of a special assessment for common charges, the charges shall bear interest until paid in full at the annual rate of three percent (3%) over the then current composite prime rate of interest, as published in the Wall Street Journal.

(b) Default. If a unit owner is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Association may bring suit for and on behalf of all members to enforce collection of such delinquencies or to foreclose the lien

therefore, as provided by law, and there shall be added to the amount due the costs of suit and the interest, together with reasonable attorney's fees.

15. Service Of Process. Declarant shall be the registered agent for service of process until such time as a unit is conveyed to a different Unit owner, at which time said Unit owner shall be the registered agent for service of process at said Unit owner's address. Service of process shall be effective and shall be accomplished by personal service upon Declarant or each Unit owner or by certified mail, return receipt requested to Declarant's address or to each Unit owner.

16. Percentage of Interest and Votes. The percentage of interest in common elements and obligation to pay common expenses (referred to herein as a unit owner's "Percentage Interest") shall be divided between the units in the proportion which the square footage of each unit bears to the total square footage of all units, as depicted on the condominium plat attached hereto as Exhibit B. Each unit owner will have an Association vote equal to the percentage of its obligation to pay common expenses. There shall be only one (1) class of voting membership. This Declaration may only be amended by a unanimous vote of the unit owners and Bylaws and administrative rules, if any, shall be amended in the same manner. The unit owners, by unanimous consent, may terminate this condominium in accordance with Section 703.28 of the Wisconsin Statutes.

17. Highway 16 Plaza Condominium Association, Inc.

(a) Administration. The administration of the Condominium shall be governed by the Association, which shall be a Wisconsin non-stock corporation, in accordance with Bylaws made pursuant to Sections 703.10 and 703.15 of the Wisconsin Statutes.

(b) Name and Members. The name of the Association shall be Highway 16 Plaza Condominium Association. (referred to herein as "the Association"). Members of the Association shall consist of the record owners of the units in the Condominium.

(c) Board of Directors. The Board of Directors of the Association shall be composed of one representative from each unit, chosen by the owner of that unit.

(d) Interim Administration. Until such time as the Association exercises its rights and responsibilities, the management and administration of the Condominium shall be vested in the Declarant, who shall have, among other powers, the right to adopt bylaws, to amend the same, to provide for the maintenance, repair and replacement of common and limited common elements; to collect from unit owners their share of the common expenses; to provide and adopt a budget; to adopt administrative rules governing the common elements; to provide

insurance against loss or damage to the common elements and to provide public liability insurance and to insure against other hazards as are usual and customary in the operation of condominiums of like kind; and shall have such other powers as may be reasonably needed for the operation of the Condominium property.

(e) Requirements of the Association. In addition to other duties or rights stated herein, the Association shall, in conjunction with the Declarant while Declarant maintains any control and solely, after Declarant ceases control, keep and maintain the common elements in good and safe condition and repair (consistent with Class A space, as defined by the Building Owners and Managers Association), except for the ordinary wear and tear, and will make with reasonable promptness all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with same or any part thereof, in order to keep and maintain the common elements in such condition. Further, the Association agrees to use commercially reasonable efforts to have each and all of the unit owners and their tenants at all times comply with all governmental laws and codes applicable to the building and/or the operation thereof.

18. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

19. Captions. The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

20. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

21. Conflict. In the event of a conflict between the provisions of Chapter 703 of the Wisconsin Statutes and this Declaration, the provisions of Chapter 703 shall apply. In the event of a conflict between this Declaration and the Bylaws of the Association, the provisions of this Declaration shall apply. In the event of a conflict between any provision in the Bylaws and any rules and regulations promulgated by the unit owners, the Bylaws shall apply.

22. ?? Homestead. This is not homestead property.??

IN WITNESS WHEREOF, All Space Matters, Inc. has caused this Declaration to be executed effective as of the date written above.

[Signature page follows]

SAMPLE - DRAFT

EXHIBIT A
LEGAL DESCRIPTION

Part of the SE ¼ of the NE ¼ of Section 21, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin, including parts of Lots 12 to 22, Block 2, part of Lot 20, Block 3, part of vacated alleys in said Block 2 and Block 3 and part of vacated Spring Street, all in Cold Springs Addition described as follows:

Commencing at the Northeast corner of said Section 21, thence S 18°11'07" W 1644.20 feet to the easterly line of State Road 16 and the northwest corner of said Lot 22, Block 2, Cold Springs Addition and the point of beginning;

thence, along the north line of said Block 2, S 86°09'45" E 160.39 feet to the easterly line of said vacated alley;

thence, along said easterly line, S 14°58'15" W 5.00 feet;

thence N 86°09'45" W 10.19 feet to the centerline of said alley;

thence, along said centerline and southerly extension thereof, S 14°58'15" W 546.11 feet to the easterly extension of the south line of said Lot 20, Block 3;

thence, along said easterly extension and south line, N 86°09'45" W 117.55 feet to the said easterly line of State Road 16;

thence, along said easterly line, N 09°16'25" E 39.54 feet;

thence, continuing along said easterly line, N 15°40'10" E 102.17 feet;

thence, continuing along said easterly line, N 10°19'28" E 80.52 feet;

thence, continuing along said easterly line, N 15°40'10" E 101.50 feet;

thence, continuing along said easterly line, N 08°33'07" E 215.10 feet;

thence, continuing along said easterly line, N 14°49'14" E 7.81 feet to the point beginning.

Subject to easements, covenants and restrictions of record.

Containing 1.61 acres.

1. Zoning Application
2. Project Description
3. Elevations
4. Site Plan
5. Survey/New Legal
6. Infrastructure
7. Building Materials/Color
8. Condo Docks