

PETITION FOR CHANGE TO ZONING
CITY OF LA CROSSE

AMENDMENT OF ZONING DISTRICT BOUNDARIES

Petitioner (name and address):

JAMES CHERF
2949 BROADVIEW PLACE
LACROSSE WI 54601

Owner of site (name and address):

JAMES CHERF purchased/closed 2/16/23
2949 BROADVIEW PLACE
LACROSSE WI 54601

Address of subject premises:

3019 WARD AVE
LACROSSE WI 54601

Tax Parcel No.: 17-50110-110

Legal Description: SOUTH WEDGEWOOD ADDITIONAL LOT 6 BLOCK 3
(LOT SIZE 80X125)

Zoning District Classification: R1 - Single Family

Proposed Zoning Classification: R2 - Residence

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

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

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

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

Property is Presently Used For:

I AM PURCHASING THIS PROPERTY THAT WAS USED AS A RESIDENCE FOR A HANDI-CAPPED PERSON & THEIR CAREGIVING STAFF. AN ADDITION WAS ADDED TO THE ORIGINAL 2 BEDROOM HOUSE TO ACCOMMODATE CARE. THAT ADDITION COMPRISES OF 1 BEDROOM, LIVING ROOM, DINING ROOM, KITCHEN, AND FULL HANDICAP BATHROOM. THE ADDITION HAS TWO INDEPENDANT ENTRANCES SEPARATE FROM ORIGINAL HOUSE.

Property is Proposed to be Used For:

THE ADDITION CREATED A SECOND RESIDENCE FOR THIS HOUSE - EACH UNIT HAS TWO INDEPENDANT ENTRANCES; KITCHEN; LIVING ROOM; BATHROOM; AND BEDROOMS. I AM REQUESTING REZONING TO USE AS A DUPLEX - PROVIDING AFFORDABLE HOUSING TO TWO UNRELATED FAMILIES.

Proposed Rezoning is Necessary Because (Detailed Answer):

ALTHOUGH CONSTRUCTED AS TWO HOUSEHOLDS, R1 ZONING ONLY ALLOWS THIS PROPERTY TO BE USED AS A SINGLE FAMILY HOME.

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


THE STRUCTURE IS ALREADY EXISTING & WAS EFFECTIVELY USED AS A DUPLEX FOR THE LAST 12 YEARS. THERE ARE MULTIFAMILY HOMES TO THE SOUTH OFF WARD AVENUE 1/2 BLOCK AWAY ON 32ND. THIS IS A MAIN THROUGHWAY.

AFFIDAVIT

STATE OF Wisconsin)
) ss
COUNTY OF La Crosse)

The undersigned, James T. Chert, 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 3019 Ward Av, 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.

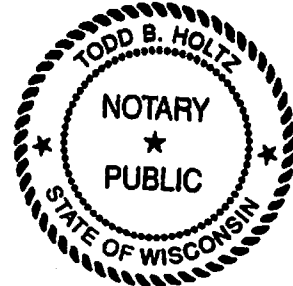


Property Owner

Subscribed and sworn to before me this 16th day of February, 2023

Todd B. Holtz

Notary Public
My Commission expires 12-15-2023



**Lot 6 in Block 3 of South Wedgewood Addition to the City of La Crosse, La Crosse County,
Wisconsin.**

1 3 2 1 1 2 9

LACROSSE COUNTY, WI
REGISTER OF DEEDS
DEBORAH J. FLOCK

RECORDED ON 09-03-2002
AT 5:26 PM

REC. FEE: 17.00
TRANSFER FEE:

PAGES: 4

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Return Address Atty. Ronald Quillin
COLLINS, QUILLIN & KNOTHE, Ltd.
1208 Caledonia St.
La Crosse, WI. 54603

#42

LAND USE RESTRICTION

Parcel I.D. Number 17-50110-110

Street Address: 3019 Ward Ave., La Crosse, WI

Re: Lot Six (6) in Block Three (3) of South Wedgewood Addition to the City of La Crosse, La Crosse County, Wisconsin.

The undersigned recite and declare as follows:

NOTE

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APARTMENT

1. Ruby M. Needham (sometimes hereinafter referred to as Owner) is the sole Owner of the land described above and there are no liens or mortgages on this property. During her Ownership of this property, there has been added on to the house an apartment type improvement consisting of a kitchenette, two bedrooms, and a bathroom which has a separate entrance (hereinafter referred to as the apartment) which is currently used by Owner's Daughter, Delores Hake.

2. While married to Ralph A. Needham, Owner executed a will naming Jane Olsen as the sole beneficiary of her estate and by the terms of this will, it can no longer be changed or altered since Ralph A. Needham is now deceased. In order to provide some assurance that her Daughter will have a place in which to live in the future, Owner during her life time desires to deed this property to her step-Daughter, Jane L. Olsen and her husband, Gary R. Olsen (sometimes hereinafter referred to as

Grantees), subject to Owner's life use of the property, and further subject to a restriction as to the use of a portion of the premises by Grantees of that part of the dwelling referred to as the "apartment" so that Owner's Daughter, Delores Hake (sometimes hereinafter referred to as Daughter) may occupy and use the apartment portion of the dwelling after Owner's death, and for such time as the Daughter is able to live independently in this apartment. A Quit Claim Deed reserving a life estate in favor of Owner is being executed contemporaneously with the signing of this agreement conveying the property to Jane L. and Gary R. Olsen which reservation of rights covers Owner's future right of use of the property. One of the purposes of this agreement is to ensure that Delores Hake will have a right to continue to live in the apartment after Owner's death as long as Delores is able to do so. At the time of the signing of this agreement, Delores Hake is under a guardianship of the person and of her estate, and the parties are aware that her guardian will act on Delores' behalf in making decisions as they may pertain to this agreement and Delores' continued occupancy of the apartment.

3. Owner and Grantees, by signing below hereby agree to the following terms restricting their right to use the apartment portion of the dwelling so as to create a right in favor of Delores Hake to use the apartment upon the following terms and conditions, and the undersigned acknowledge that mutual consideration is being provided to each party so as to make this an enforceable agreement by any of the undersigned, and also by Delores Hake who is a third party beneficiary of this agreement. Further, any party may record a copy of this agreement in the future in the office of the Register of Deeds for La Crosse County, Wisconsin, if it felt such recording is necessary to protect that party's rights.

RECITATIONS PERTAINING TO APARTMENT USE by DELORES HAKE

a.) **USE OF APARTMENT** shall be for the life of Delores Hake, subject to an earlier termination in the event that any of the following occur:

- 1.) Apartment is vacated for 12 consecutive months by Delores Hake;
- 2.) Delores Hake or her Guardian notifies Grantees in writing that she is no longer able to continue to live independently in the apartment and wishes to terminate her right to use this apartment;
- 3.) Delores Hake dies;
- 4.) Delores Hake/Guardian fails to perform her payment obligations below and such failure continues for 12 months after notice of such default is given in writing by Grantees specifying what payment is past due;
- 5.) Delores Hake or her Guardian for any reason of her own choosing notifies Grantees in writing of her desire to relinquish the right to use the apartment for any reason.

b.) **RESPONSIBILITY FOR EXPENSES DIRECTLY RELATED TO USE OF APARTMENT:** Delores Hake/Guardian shall pay for all expenses which are directly traceable to her use of the apartment such as insurance on the apartment contents,

and shall be responsible for her own meals and care. At the time of this agreement, parties are aware that Jane and Gary Olsen are residents of the State of Florida and spend at least half of each year living in that State, and will not be living in this property on a full time basis after the death of Ruby Needham.

c.) **CONTRIBUTION TOWARDS COMMON EXPENSES.** There is not a separate meter for the utilities, cable TV or for sewer/water to the apartment, nor for the furnace or the air-conditioning unit, and therefore Delores Hake shall be responsible for paying one third of such bills as a contribution towards their cost, and such amounts shall be paid within 20 days of being given a copy of the bills and a statement of how much she is to pay. Failure to pay the bill within 20 days of notice shall constitute a default. Upon any default, written notice shall be given by Grantees of the default specifying the date, item for which payment was due, and the amount which needs to be paid, and if such default continues for a period of 12 months, then the right of Delores Hake to live in the apartment shall end, and a court action may be commenced by Grantees if such is necessary to have this right judicially terminated and if necessary, eviction from the apartment. Grantees shall pay the full real estate tax bill and insure the dwelling and there shall be no contribution towards these expenses. Grantees shall also be responsible for all of the expenses pertaining to the maintenance and necessary repair and upkeep of the structure without any contribution. However, if cosmetic changes are desired by Delores Hake to the apartment and such do not constitute necessary repairs or needed replacement, then such expense shall be paid solely by Delores Hake.

d.) **NO ASSIGNMENT OF RIGHT OF USE OR SUBLETTING OF APARTMENT:** The rights to the use of this apartment given to Delores Hake is personal to her and this right cannot be conveyed to anyone else, and the apartment cannot be sublet nor used by any other person. However, if a live in care provider is needed by Delores in the future, this care provider may also occupy the apartment with Delores.

e.) **SALE OF PROPERTY:** Unless her rights are terminated at an earlier time, this property may not be sold without the express written consent of Delores Hake, by her guardian, which consent shall be evidenced by signing the "Offer to Purchase" and this consent to the sale shall be required during the time that Delores is able to live in the apartment and is currently doing so. However, if Delores Hake by her Guardian does agree to such sale, her right to a portion of the sale price shall be limited to a payment of \$2,000. from the sale proceeds at the time of closing of the sale.

f.) **ENFORCEMENT OF RIGHTS** set forth in this Instrument may be exercised by Owner or Delores Hake, or on behalf of either by anyone acting on her behalf such as her agent under a power-of-attorney, her attorneys, HALE, SKEMP, HANSON, SKEMP & SLEIK, or anyone appointed as her legal guardian or as her guardian ad litem. The Guardian acting on behalf of Delores Hake shall be responsible for performing those responsibilities assigned to Delores Hake, and any failure to make

the required payments by the Guardian shall constitute a default under the terms of this agreement.

Dated August 14, 2002.

Ruby M. Needham
Ruby M. Needham, Owner

AUTHENTICATION

Signature of Ruby M. Needham is authenticated this 14th day of August, 2002.

Kevin J. Roop
Kevin J. Roop, Atty.
Member State Bar of Wisconsin, Bar # 1024002

Jane L. Olsen
Jane L. Olsen - Grantee

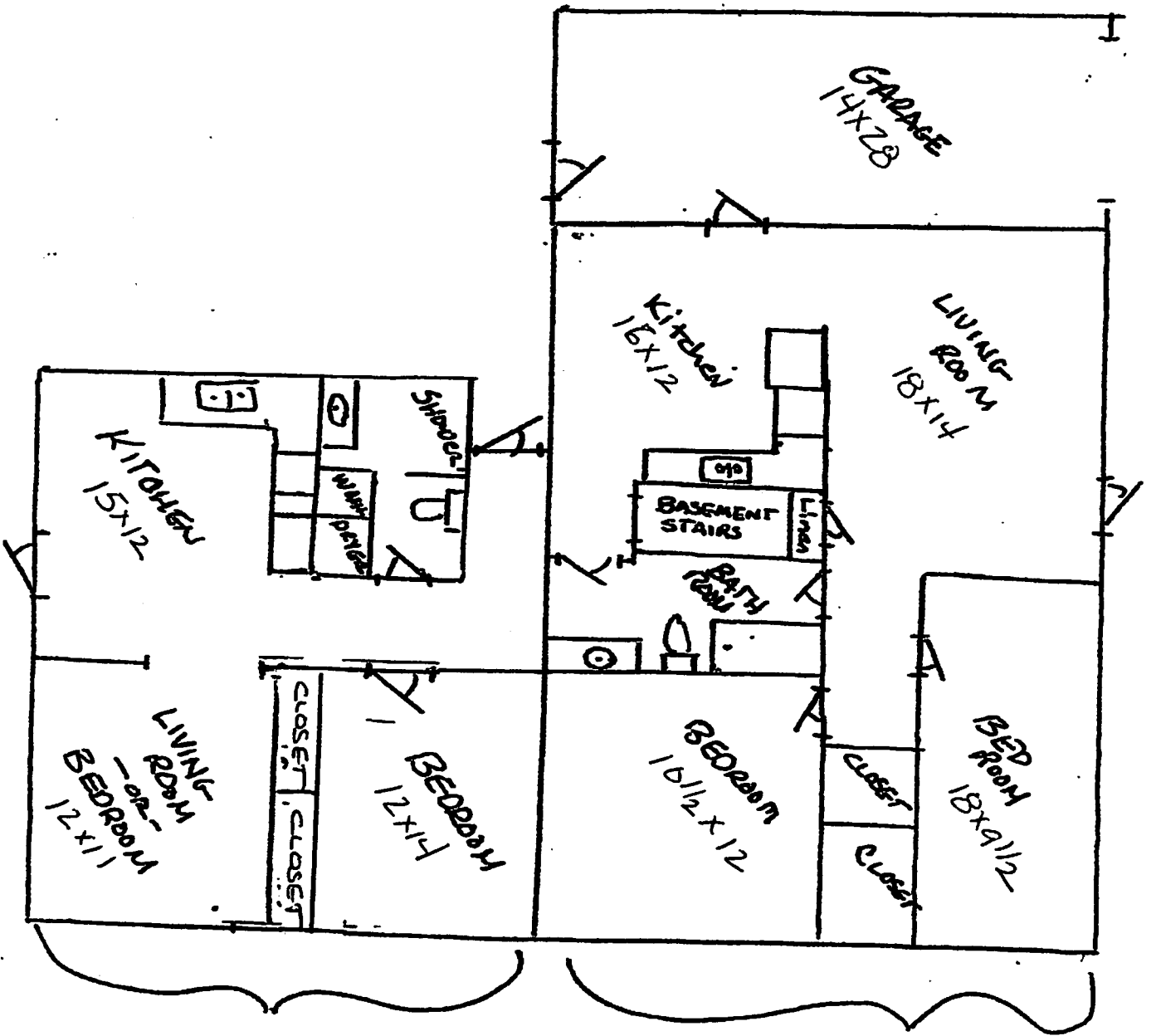
Gary R. Olsen
Gary R. Olsen - Grantee

AUTHENTICATION

Signatures of Jane Olsen and Gary Olsen are authenticated this 30th day of July, 2002.

Ronald J. Quillin
Ronald J. Quillin, Atty.
Member State Bar of Wisconsin, Bar # 1014395

This instrument was drafted at the request of the Grantees by Atty. Ronald J. Quillin, COLLINS, QUILLIN & KNOTHE, Ltd., 1208 Caledonia St., La Crosse, WI 54603.

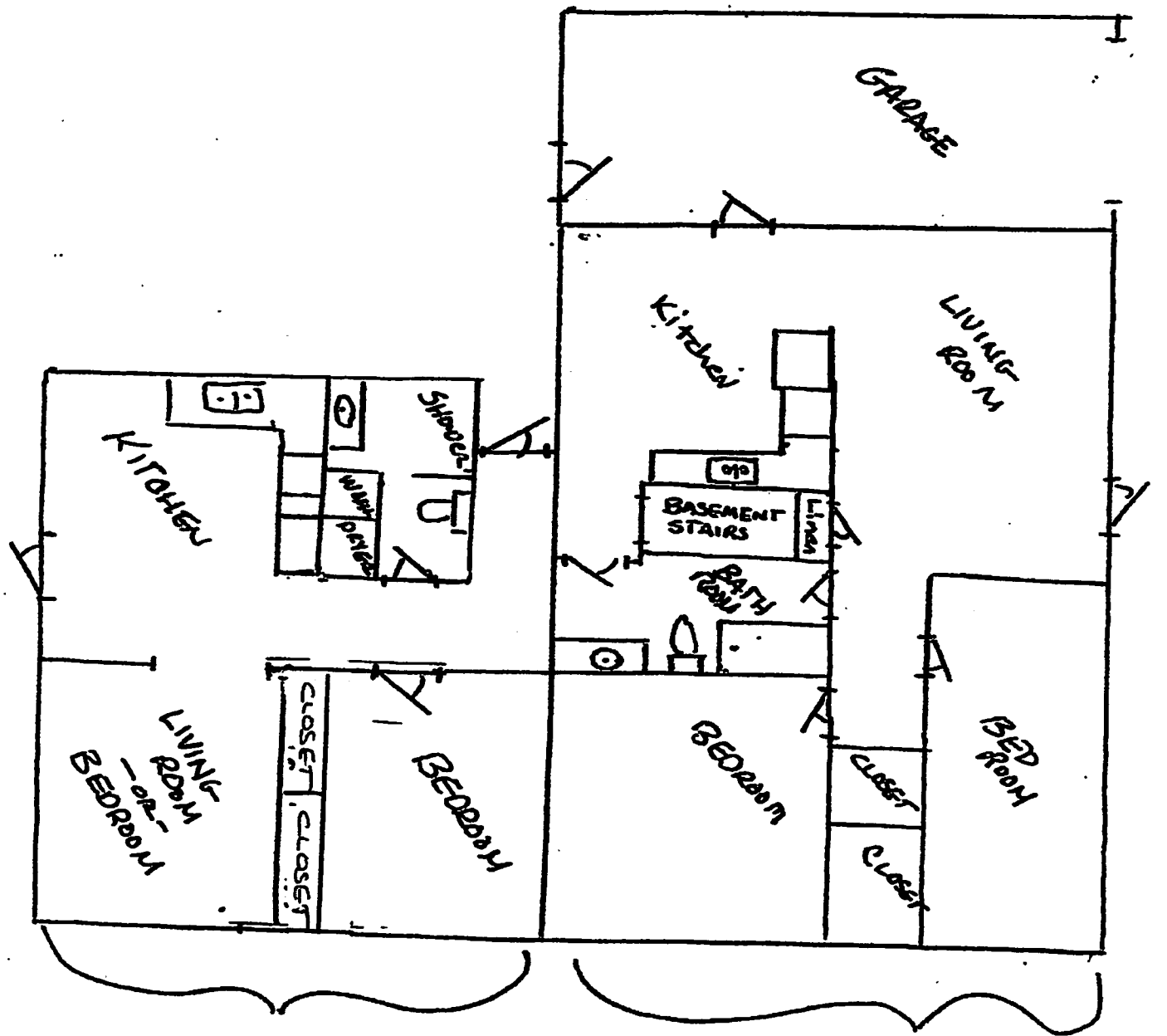


3019 WARD AVE.
 LA CRASSE W1
 LOT SIZE 80 X 125
 (10,000 SQ FEET)

Original Structure
 ± 1010 SQUARE FEET
 Excluding garage

APARTMENT
 Addition
 ± 730 Sq Feet

*note: there are
 3 existing off-street
 parking spaces for
 this property



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