

23.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
-------------	-------	--------

R-2007-0073      Resolution      In Committee

Resolution to approve a Third Amendment to the Declaration of Covenants and Restrictions for properties generally located north of W. Washington St. and east of S. 70 St. including City Right-of-Way (W. Washington St.).

Introduced: 3/6/2007

Controlling Body: Safety & Development Committee

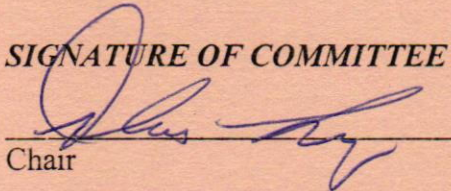
Sponsor(s): Safety & Development Committee

### COMMITTEE RECOMMENDATION

*Adopt*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>3/6/07</u>			Barczak	✓			
			Czaplewski				
			Dobrowski				
			Kopplin				
			Lajsic				
	✓		Narlock				
			Reinke				
			Sengstock				
		✓	Vitale				
			Weigel				
			TOTAL	<u>5</u>	<u>0</u>		

### SIGNATURE OF COMMITTEE MEMBER



Chair

Vice-Chair

Member

### COMMON COUNCIL ACTION

**ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>MAR 06 2007</u>			Barczak	✓			
			Czaplewski	✓			
			Dobrowski	✓			
			Kopplin	✓			
	✓		Lajsic	✓			
			Narlock	✓			
		✓	Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	<u>10</u>	<u>1</u>		



Dev - Res & Amendment

Make sure  
executed copy  
is returned

**STANDING COMMITTEES OF THE  
CITY OF WEST ALLIS COMMON COUNCIL  
2004**

**ADMINISTRATION & FINANCE**

Chair: Michael J. Czaplewski  
Vice-Chair: Martin J. Weigel  
Gary T. Barczak  
Thomas G. Lajsic  
Rosalie L. Reinke

**PUBLIC WORKS**

Chair: Richard F. Narlock  
Vice-Chair: Linda A. Dobrowski  
Kurt E. Kopplin  
Vincent Vitale  
James W. Sengstock

**SAFETY & DEVELOPMENT**

Chair: Thomas G. Lajsic  
Vice-Chair: Vincent Vitale  
Gary T. Barczak  
Martin J. Weigel  
Rosalie L. Reinke

**LICENSE & HEALTH**

Chair: Kurt E. Kopplin  
Vice-Chair: James W. Sengstock  
Linda A. Dobrowski  
Richard F. Narlock  
Michael J. Czaplewski

**ADVISORY**

Chair: Rosalie L. Reinke  
Vice-Chair: Gary T. Barczak  
Linda A. Dobrowski  
Vincent Vitale  
Martin J. Weigel





# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

---

**File Number: R-2007-0073**

**Final Action: 3/6/2007**

**Sponsor(s):** Safety & Development Committee

Resolution to approve a Third Amendment to the Declaration of Covenants and Restrictions for properties generally located north of W. Washington St. and east of S. 70 St. including City Right-of-Way (W. Washington St.).

WHEREAS, the Common Council of the City of West Allis (the "City") has heretofore recorded that certain Declaration of Covenants and Restrictions executed by the City dated September 7, 1993, and recorded on September 9, 1993, in the Register of Deeds Office of Milwaukee County, Wisconsin, (the "Declaration"); and,

WHEREAS, the City has previously recorded that certain First Amendment to Declaration of Covenants and Restrictions executed by the City dated October 4, 1995, and recorded on October 4, 1995, in the Register of Deeds Office of Milwaukee County, Wisconsin; and

WHEREAS, CJF2, LLC now requests a third amendment to modify the Declaration pursuant to Section 9.6 of the Declaration of Covenants and Restrictions to state that all property within the Center may be used for any use permitted under the current M-1 Manufacturing Zoning Code of the City of West Allis, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that certain Third Amendment to Declaration of Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk/Treasurer be and are hereby authorized and directed to execute this amendment as an owner. By executing this amendment the City of West Allis is hereby evidencing its consent to the Third Amendment.

cc: Dept. of Development

Dev-R-465-3-6-07/dlm

ADOPTED 03/06/2007

Monica Schultz  
Monica Schultz, Deputy City Clerk

APPROVED March 7, 2007

Jeannette Bell  
Jeannette Bell, Mayor

**THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS** ("Amendment") is made and entered into this \_\_\_\_ day of February, 2007 by the undersigned owners of record ("Owners").

**WITNESSETH:**

**WHEREAS**, The City of West Allis ("Declarant") recorded that certain Declaration of Covenants and Restrictions dated September 7, 1993, in the Register of Deeds office of Milwaukee County, Wisconsin, on Reel 3114, Image 810, as Document No. 6823312 as amended by that certain First Amendment to Declaration of Covenants and Restrictions dated October 4, 1995, recorded in the Register of Deeds office of Milwaukee County, Wisconsin, on Reel 3642, Image 1422, as Document No. 7134080, that certain Second Amendment to Declaration of Covenants and Restrictions dated May 8, 1998, recorded in the Register of Deeds office of Milwaukee County, Wisconsin, on Reel 4335, Image 1864 through 1868, as Document No. 7552541 and that certain Variance to Declaration of Covenants and Restrictions dated September 3, 1998, recorded in the Register of Deeds office of Milwaukee County, Wisconsin, on Reel 4402, Image 1945, as Document No. 7606530 (collectively, the "Declaration"); and

**WHEREAS**, pursuant to Section 9.6 of the Declaration, the Owners have the right to modify the Declaration subject to the consent of the Declarant and

**WHEREAS**, the Owners are collectively the record title holders or owners of fee simple title to all of the Premises in the Center, the legal description of which Premises is attached hereto as Exhibit A; and

**WHEREAS**, the Owners desire to amend the Declaration in accordance with the terms and provisions set forth herein.

**NOW THEREFORE**, the Owners do hereby amend the Declaration as follows:

1. Effective as of the date of this Amendment, Section 3.1 of the Declaration shall be deemed deleted in its entirety and the following shall be substituted in lieu thereof: "All property within the Center may be used for any use permitted under the current zoning code of the City of West Allis, Wisconsin."
2. Except as expressly set forth herein, the Declaration shall remain unchanged and in full force and effect in accordance with its terms. In the event of any difference, conflict or discrepancy between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment shall govern and control.

IN WITNESS WHEREOF, the Owners have executed this Third Amendment to Declaration of Covenants and Restrictions as of the date first written above and by executing this Amendment as an Owner, the City of West Allis is hereby evidencing its consent to the Amendment.

**CJF2 LLC**, a Delaware limited liability company

By: CenterPoint Mirvac LLC (f/k/a CenterPoint James Fielding LLC), a Delaware limited liability company

Its: Designated Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**C&H DISTRIBUTORS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**POBLOCKI SIGN COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WHITNALL SUMMIT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF WEST ALLIS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ of CenterPoint Mirvac LLC, as Designated Manager of CJF2 LLC, who are personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ appeared before me this day in person and acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of February, 2007.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ of C&H Distributors, who is personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ appeared before me this day in person and acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of February, 2007.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ of Poblocki Sign Company, who is personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ appeared before me this day in person and acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of February, 2007.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ of Whitnall Summit, who is personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ appeared before me this day in person and acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of February, 2007.

\_\_\_\_\_  
Notary Public



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ of City of West Allis, who is personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ appeared before me this day in person and acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of February, 2007.

\_\_\_\_\_  
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOT 1 IN BLOCK 1 IN ASSESSOR'S PLAT NO. 270, BEING A SUBDIVISION OF A PART OF THE SW 1/4, SE 1/4 AND THE NE 1/4 OF SECTION 34, T 7 N, R 21 E, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: .

BEGINNING AT THE CENTER OF SAID SECTION 34;  
THENCE NORTH 89° 15' 29" WEST 639.23 FT. TO A POINT;  
THENCE SOUTH 00° 25' 51" WEST 1132.00 FT. TO A POINT;  
THENCE NORTHEASTERLY 31.35 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 19.89 FT. AND WHOSE CHORD BEARS NORTH 45° 35' 11" EAST 28.11 FT. TO A POINT;  
THENCE SOUTH 89° 15' 29" EAST 159.70 FT. TO A POINT;  
THENCE NORTH 85° 53' 00" EAST 200.72 FT. TO A POINT;  
THENCE SOUTH 89° 15' 29" EAST 1181.11 FT. TO A POINT;  
THENCE NORTH 00° 35' 49" EAST 413.93 FT. TO A POINT;  
THENCE SOUTH 32° 13' 33" WEST 187.62 FT. TO A POINT;  
THENCE SOUTHWESTERLY 154.64 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 280.14 FT. AND WHOSE CHORD BEARS SOUTH 18° 24' 41" WEST 152.69 FT. TO A POINT;  
THENCE SOUTH 00° 35' 49" WEST 12.85 FT. TO A POINT;  
THENCE SOUTHWESTERLY 44.05 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST WHOSE RADIUS IS 28.00 FT. AND WHOSE CHORD BEARS SOUTH 45° 40' 10" WEST 39.65 FT. TO A POINT;  
THENCE NORTH 89° 15' 29" WEST 180.19 FT. TO A POINT;  
THENCE NORTH 04° 32' 45" WEST 33.05 FT. TO A POINT;  
THENCE NORTH 30° 24' 35" WEST 44.03 FT. TO A POINT;  
THENCE NORTH 39° 35' 10" WEST 22.33 FT. TO A POINT;  
THENCE NORTH 55° 00' 42" WEST 92.14 FT. TO A POINT;  
THENCE NORTH 00° 54' 22" EAST 490.00 FT. TO A POINT;  
THENCE NORTH 87° 24' 52" WEST 334.24 FT. TO A POINT;  
THENCE NORTH 01° 59' 57" EAST 433.70 FT. TO A POINT;  
THENCE NORTH 88° 14' 49" WEST 140.03 FT. TO A POINT;  
THENCE SOUTH 00° 16' 13" WEST 47.30 FT. TO THE POINT OF BEGINNING.  
THE ABOVE DESCRIBED PARCEL CONTAINS 26.6213 ACRES.

Tax Parcel Nos. 439-0001-022  
439-0001-021  
439-0001-027  
439-0001-028