

MILWAUKEE COUNTY BOARD OF SUPERVISORS

DATE: November 9, 2020

AMENDMENT NO. 1 to Item #4

Resolution File No. 20-234

Ordinance File No.

COMMITTEE: Economic and Community Development

OFFERED BY SUPERVISOR(S): Rolland

ADD AND/OR DELETE AS FOLLOWS:

Amend the BE IT RESOLVED clause at or near line 53 as follows:

BE IT RESOLVED, the County Executive and the County Clerk are hereby authorized to modify existing “Permitted Uses” restrictions that apply to Innovation Campus, as reflected in the Amended and Restated Development Agreement; and

BE IT FURTHER RESOLVED, approval of the amended and restated development agreement and the applicant’s obligations to the County thereunder are contingent upon the recording of the deed restriction proposed by the applicant (copy hereto attached to this file), which protects the 10.99 acre Monarch Butterfly habitat area in perpetuity.

**DECLARATION OF
DEED RESTRICTION**

Document Title

Document Number

This Declaration of Deed Restriction (“Declaration”) is made as of this __ day of _____, 202__ by UWM Innovation Park, LLC, a Wisconsin limited liability company (“Declarant”).

Recording Area

Drafted by and Return To:

PIN: See Exhibits

RECITALS:

A. Declarant is the owner of certain real property located in the City of Wauwatosa, Milwaukee County, Wisconsin, known as Outlot 1 of Certified Survey Map 8330, as more fully described on the attached Exhibit A (the “Habitat Protection Area”).

B. Declarant is likewise the owner of certain real property situated adjacent to the Habitat Protection Area located in the City of Wauwatosa, Milwaukee County, Wisconsin, known as Lot 1 of Certified Survey Map 8692, as more fully described on the attached Exhibit B (the “Adjacent Parcel”).

C. Declarant intends to transfer the Adjacent Parcel to a third party for commercial development.

D. Prior to or concurrent with the transfer of the Adjacent Parcel, Declarant intends to transfer ownership of the Habitat Protection Area to Innovation Campus Owners Association, Inc., a Wisconsin non-stock corporation (the “Association”), which Association will administer and enforce various rules and regulations governing the Habitat Protection Area, the Adjacent Parcel, and certain other property known, collectively, as UWM Innovation Campus.

E. Prior to Declarant’s transfer of the Habitat Protection Area to the Association, Declarant desires to encumber the Habitat Protection Area with this Declaration.

DECLARATION:

NOW, THEREFORE, Declarant hereby declares that the Habitat Protection Area be encumbered by the following restrictions.

1. Restriction on Use of Habitat Protection Area. The Habitat Protection Area may only be used, and shall be protected in perpetuity, in compliance with (a) Milwaukee County Board Resolution 09-14(a)(n) ("Habitat Resolution"), and (b) the Habitat Restoration Landscape Plan for the Milwaukee County Grounds-Northeast Quadrant dated December 11, 2009 attached to that certain Development Agreement dated February 15, 2011, and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on February 17, 2011, as Document No. 09971662 ("Habitat Landscape Plan") (the Habitat Resolution and Habitat Landscape Plan, together, the "Habitat Protection Plan"). Any use of the Habitat Protection Area that is inconsistent with the provisions of the Habitat Protection Plan shall be prohibited without the prior written consent of the Association and the County.

2. Miscellaneous. The restrictions set forth in this Declaration shall encumber the Habitat Protection Area, its owners and users, and their successors and assigns. This Declaration shall be enforceable by either or both of (a) the Association (through its Board of Directors), and (b) Milwaukee County (the "County"). Such enforcement rights shall be exclusive to the Association and the County and shall not be assignable. Notices hereunder shall be sent to the names and addresses on the tax bill for the Parcel, as listed in the City of Wauwatosa tax records. This Declaration shall run with the land, and shall burden the Habitat Protection Area, its owners and users, and their heirs, successors, agents and assigns in ownership of the Habitat Protection Area. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof. If the consent of any mortgagee is needed to make this Declaration fully effective, that consent is attached hereto and incorporated herein.

[Signature page(s) to follow]

IN WITNESS WHEREOF, the Declarant has caused the Declaration to be executed as of the date first written above.

DECLARANT:

UWM Innovation Park, LLC

By: _____
David Gilbert, CEO

ACKNOWLEDGMENT

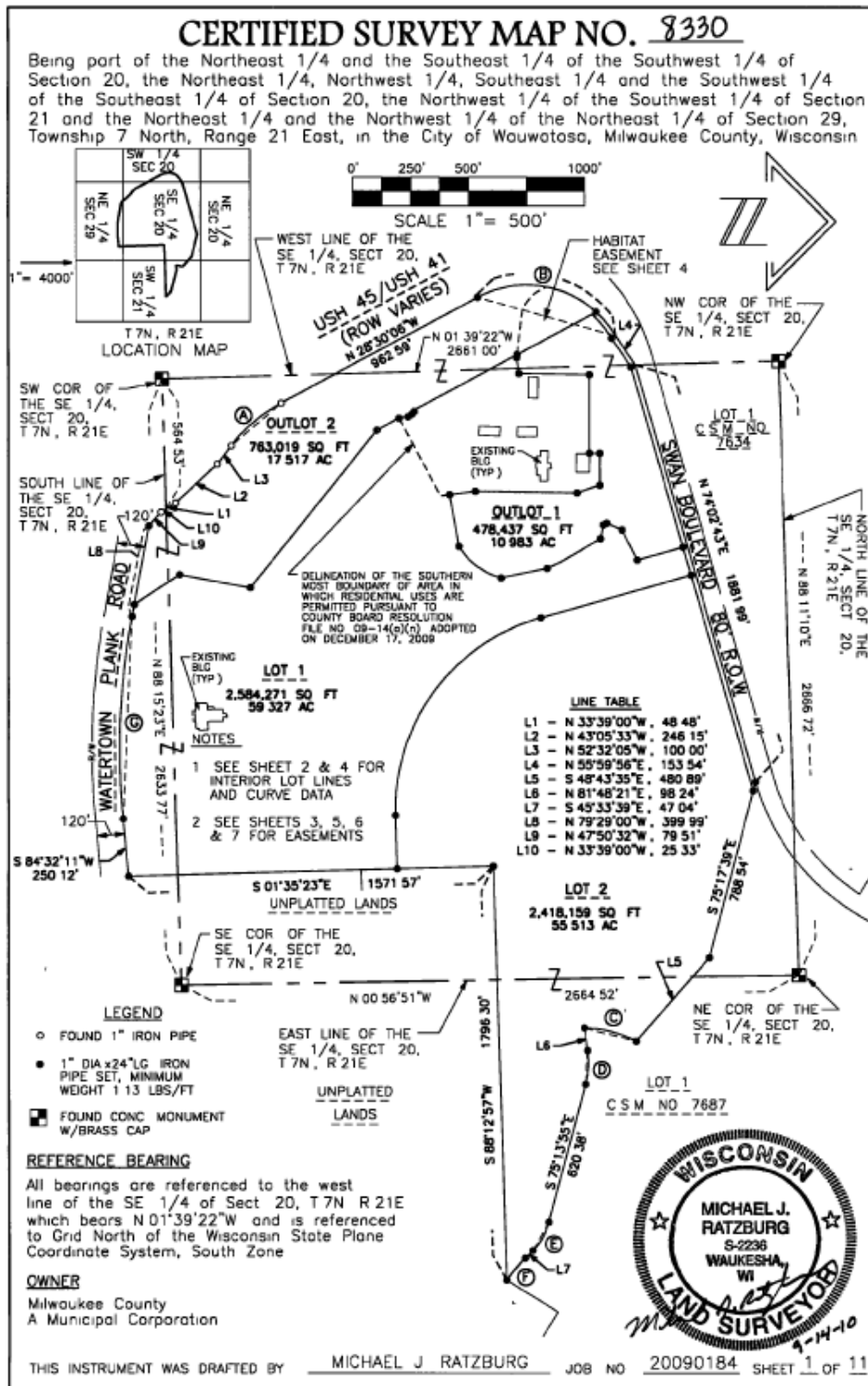
STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 202__, the above-named David Gilbert, the CEO of UWM Innovation Park, LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

By: _____
Name: _____
Notary Public, State of Wisconsin
My Commission: _____

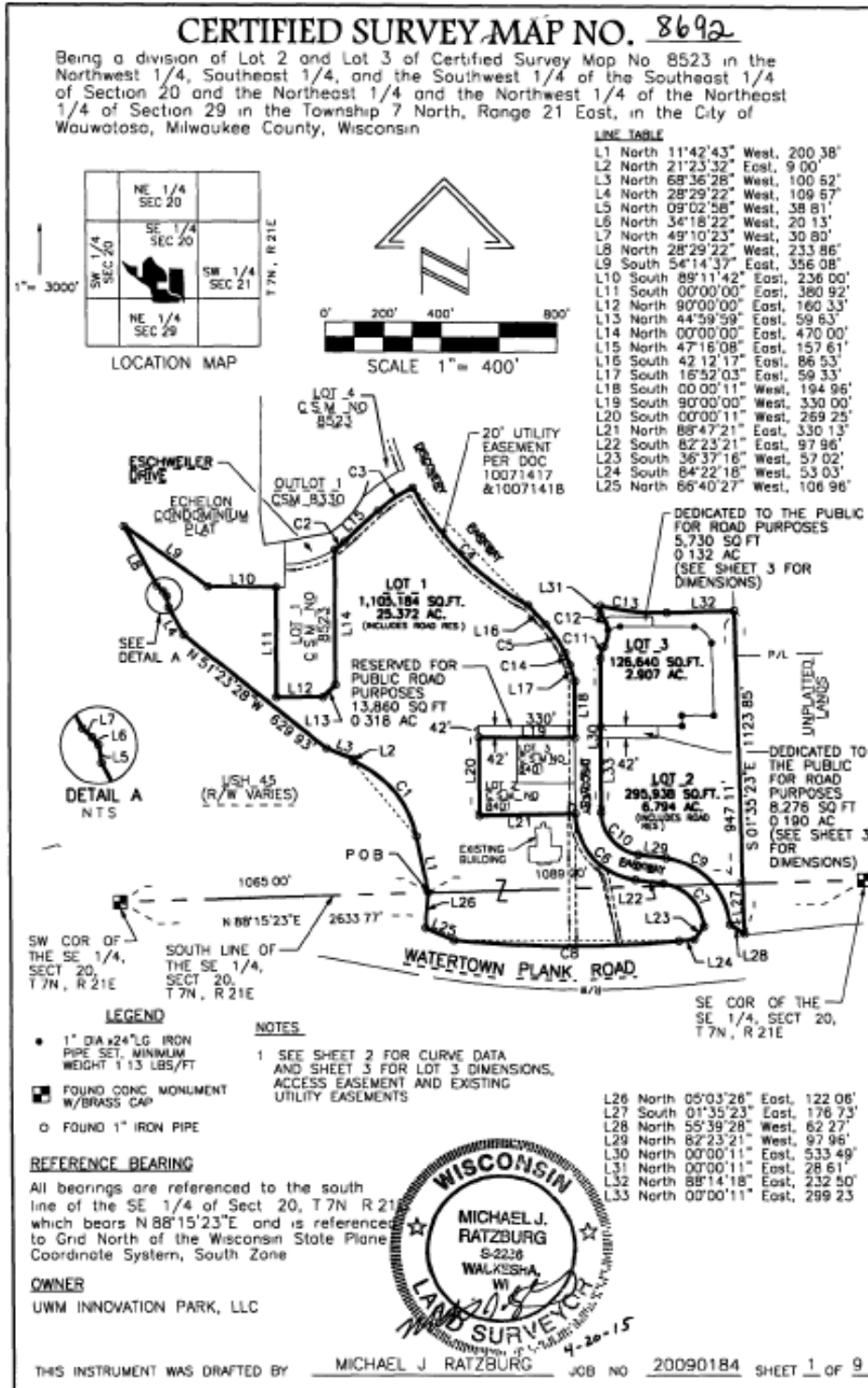
This instrument was drafted by:

EXHIBIT A HABITAT PROTECTION AREA



Tax Parcel No.: 3739999010

EXHIBIT B
ADJACENT PARCEL



Tax Parcel No.: 3739999028

