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An Action Report, requesting Approval of a New Amended and Restated Development Agreement for UWM Innovation Campus Related to Purchase and Proposed Development of Land by Irgens, by recommending adoption of the following:

AN ENGROSSED RESOLUTION

WHEREAS, UWM Innovation Park, LLC (UWM), closed on the purchase of Innovation Park in Wauwatosa in February 2011, for the development of an academic research campus; and

WHEREAS, the majority of Innovation Campus remains undeveloped, and UWM is unable to pursue further development, and does not foresee the likelihood of doing so; and

WHEREAS, under the original Development Agreement with UWM, “Permitted Uses” on the campus were limited to primarily educational or research and technology uses, with some allowance for “Ancillary Support Uses,” and with approval of the Milwaukee County Board of Supervisors (County Board) required for any change to “Permitted Uses;” and

WHEREAS, Innovation Park Development Partners, LLC (Irgens), has entered into an Option Agreement to purchase most of the undeveloped portion of Innovation Campus for their own development as an upscale office park, not in line with the existing “Permitted Uses;” and

WHEREAS, the parties desire to enter into a new Amended and Restated Development Agreement to allow Irgens to purchase and develop Innovation Campus without the restriction of the existing “Permitted Uses” to allow for use as approved by the City of Wauwatosa’s (the City) zoning and approval; and

WHEREAS, Milwaukee County staff and the Office of Corporation Counsel, have worked with the developers to establish terms and conditions of the new Amended and Restated Development Agreement; and

WHEREAS, the purchase and development of the majority of Innovation Campus by Irgens will result in the creation of a high-quality business park in the City, and still allow for potential future development of a smaller academic campus on land retained by UWM; and

WHEREAS, the Committee on Economic and Community Development (ECD) at its meeting of September 14, 2020, recommended adoption of File No. 20-234 (vote 5-0); and

46 WHEREAS, the County Board, at its' meeting of September 24, 2020, referred
47 File No. 20-234 back to the Committee on ECD (vote 9-7); and
48

49 WHEREAS, the Committee on ECD, at its meeting of October 26, 2020,
50 REAFFIRMED its previous recommendation to adopt File No. 20-234 (vote 5-0); now,
51 therefore,
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53 BE IT RESOLVED, the County Executive and the County Clerk are hereby
54 authorized to modify existing "Permitted Uses" restrictions that apply to Innovation
55 Campus, as reflected in the Amended and Restated Development Agreement; **and**
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57 **BE IT FURTHER RESOLVED, approval of the amended and restated**
58 **development agreement and the applicant's obligations to the County thereunder**
59 **are contingent upon the recording of the deed restriction proposed by the**
60 **applicant (copy hereto attached to this file), which protects the 10.99 acre**
61 **Monarch Butterfly habitat area in perpetuity.**
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64 kae
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66 s:\county board files\county board 2020\engrossed resolutions & ordinances\november 9 budget adoption\20-234 life
67 science district agreement engrossed 110920.doc
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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

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RECITALS:

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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”).

75

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”).

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

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

88 E. Prior to Declarant's transfer of the Habitat Protection Area to the
89 Association, Declarant desires to encumber the Habitat Protection Area with this
90 Declaration.

91 **DECLARATION:**

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

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

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

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[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

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ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

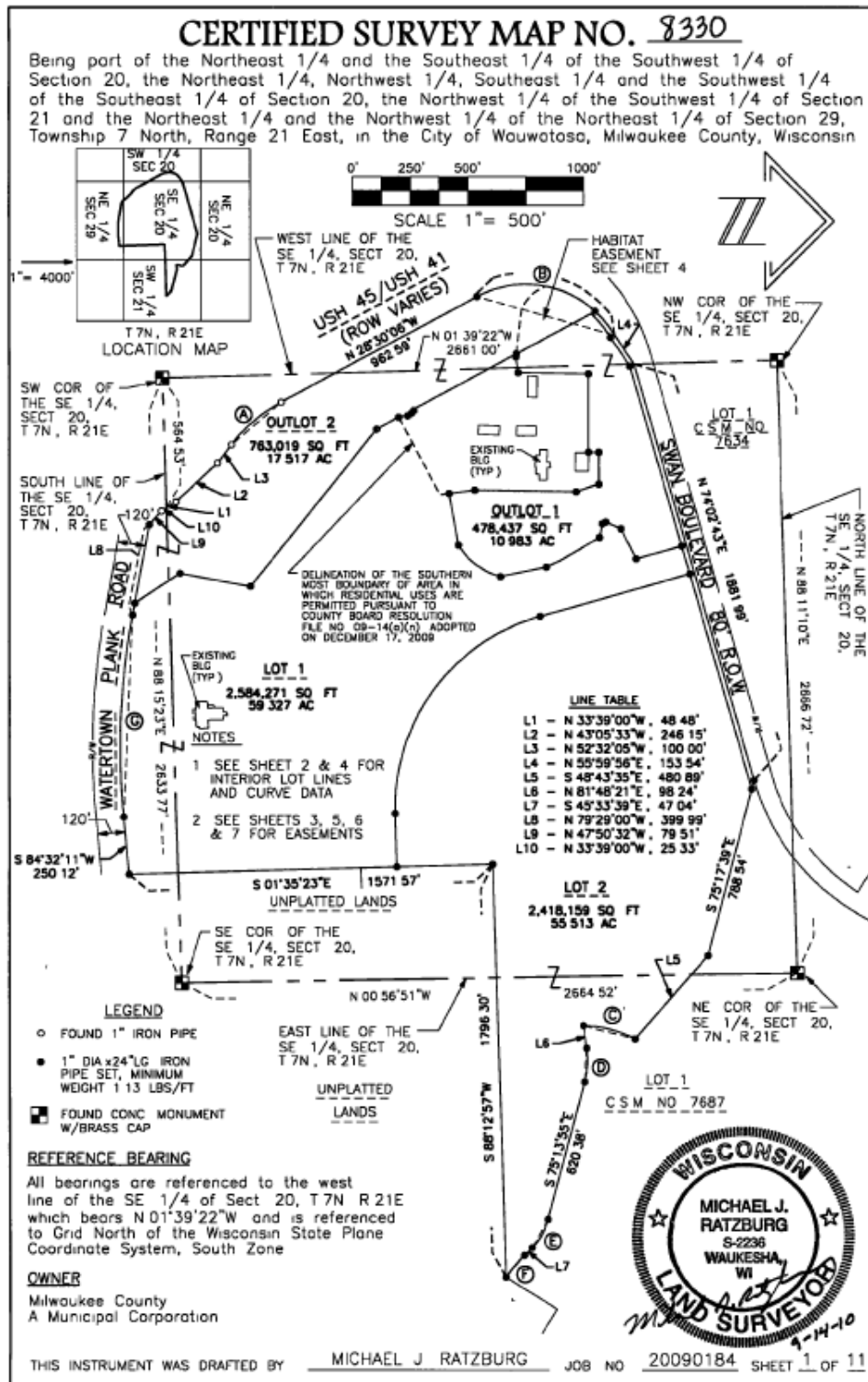
Personally came before me this ____ day of _____, 202__, the above-named David Gilbert, the CEO of UWM Innovation Park, LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

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

This instrument was drafted by:

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EXHIBIT A HABITAT PROTECTION AREA

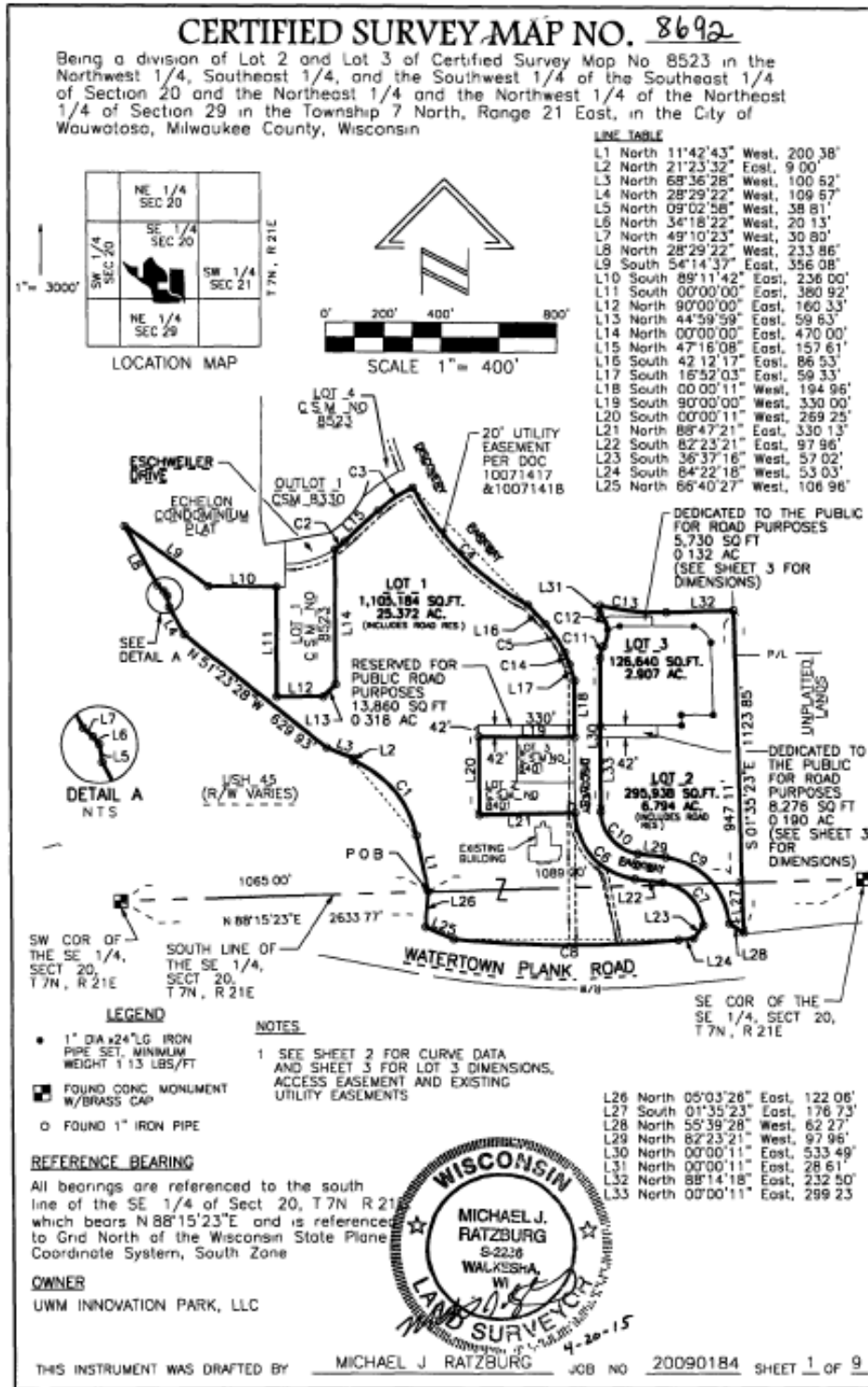


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Tax Parcel No.: 3739999010

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**EXHIBIT B
ADJACENT PARCEL**



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Tax Parcel No.: 3739999028

MORTGAGEE'S CONSENT

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_____, mortgagee of the property encumbered by this
Declaration, does hereby consent to the Declaration, and agrees that this Declaration
will not be terminated by a foreclosure of its Mortgage, recorded in the Office of the
Register of Deeds of Milwaukee County, Wisconsin as Document No.
_____, nor its Assignment of Rents recorded in the same place as
Document No. _____.

Dated this ___ day of _____, 202___

By: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF _____)
SS) _____)
COUNTY OF _____)

Personally appeared before me this ___ day of _____, 202___, the above named
_____, to me known to be the _____ of
_____, and acknowledged that s/he acknowledged the foregoing
instrument as such officer as the deed of said corporation, by its authority.

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

SEAL

jmj
11/09/20
s:\county board files\county board 2020\engrossed resolutions & ordinances\november 9 budget adoption\20-234 life science district agreement engrossed 110920.doc