



Village of Brown Deer

4800 W. Green Brook Drive Brown Deer, Wisconsin 53223-2496 Phone: (414) 357-0100

September 5, 1989

Daniel J. Miske, Attorney
Denny & Yanisch
13500 Watertown Plank Road
Elm Grove, Wisconsin 53122-0788

SUBJECT: River Place Apartments & River Side Condominiums
Exchange of Property

Dear Mr. Miske:

We are in receipt of your letter of August 21, 1989 requesting a letter from the Village indicating that the proposed exchange of land between River Side and River Place will not create any violation of set backs to River Place Apartments, will not violate any of Brown Deer's zoning ordinances, and further will not reduce the density allowed for the River Place Apartment site. A survey and legal descriptions showing the lands to be exchanged accompanied your letter.

We understand the circumstance that precipitated the need for this proposed-exchange of land; River Side's parking lot partially extending onto River Place's property. We would like very much to help in any way that we can to expedite the land conveyances so that this matter could be permanently resolved.

However, we were quite surprised and dismayed to find, upon reviewing the survey, that the proposed land exchange would legitimize the location of the parking lot along the west property line of River Side, but would also create a new problem at the south end of the River Side property. The segment of River Side property proposed for conveyance to River Place contains the southerly 11.5 feet of the River Side parking lot! If this land transfer would occur, that portion of the parking lot on the land conveyed would have to be physically removed and replaced with grass. The parking spaces in this lot are 9 feet wide. By removing 11.5 feet of asphalt, two full parking spaces and 2.5 feet of the next two spaces would be lost. The River Side parking lot contains 21 spaces at this time. The loss of 4 spaces would reduce the number of outside parking spaces provided for River Side to 17. This would violate the requirements of two applicable documents.

Paragraph No. 15 of the recorded Development Agreement for River Side states "A minimum of one and one-half (1½) open parking spaces and one enclosed parking space for standard automobiles shall be provided for each dwelling unit." (Emphasis added.) In as much as River Side contains 16 dwelling units, 24 outside parking spaces should have been provided. Nineteen (19) outside spaces were originally constructed coincident with construction of the River Side building.

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During the period of the development of River Side, legal action was taken by the Village of Brown Deer to enforce several requirements of the Development Agreement, including the requirement for 24 outside parking spaces in lieu of the 19 provided. Quoting from a Stipulation, Order, Judgment & Decree for Circuit Court Case No. 569-908, "3. Defendants shall construct two additional outside parking spaces adequately paved with asphalt and equipped with concrete wheel stops firmly attached to the asphalt."

Hence, the current 21 space outside parking lot; 19 original spaces plus 2 additional spaces required by the Stipulation. (Copies of the appropriate pages of the Development Agreement and Stipulation are attached for reference.)

After reviewing all of the facts as recited above, we hope you will understand why the Village can not give its approval to the exchange of property between River Place Apartments and River Side Condominiums as proposed in your letter of August 21, 1989.

Sincerely,

Richard H. Halfman

Richard H. Halfman, P.E.
Village Engineer

RHH:tls

Enclosures (2)

c.c. Paul Patrie, Village Manager
Harold Fuhrman, Village Attorney
✓ Robert Premo, Building Inspector