

**FIRST AMENDMENT TO
RECIPROCAL ACCESS AND PARKING
AGREEMENT**

(Westlawn Gardens)
Document Title

RECIPROCAL ACCESS AND PARKING AGREEMENT

(Westlawn Gardens)

Drafted by:

Thomas O. Gartner
Michael Best & Friedrich, LLP
100 E. Wisconsin Ave., Suite 3300
Milwaukee, WI 53202

Recording Area

Name and Return Address:

Thomas O. Gartner
Michael Best & Friedrich, LLP
100 E. Wisconsin Ave., Suite 3300
Milwaukee, WI 53202

Tax Key Numbers:

See **EXHIBIT A**

THIS FIRST AMENDMENT TO RECIPROCAL ACCESS AND PARKING AGREEMENT

(“**First Amendment**”): is made as of ____ day of ____, 2020; by and among the Housing Authority of City of Milwaukee, a public body corporate and politic organized and existing under the laws of the State of Wisconsin (“**HACM**”), Victory Manor LLC, a Wisconsin limited liability company (“**VM**”), WG Scattered Sites LLC, a Wisconsin limited liability company (“**SS**”), Westlawn Renaissance LLC, a Wisconsin limited liability company and Westlawn Renaissance III LLC, a Wisconsin liability company, (collectively “**WR**”) and the Westlawn Gardens Property Owners’ Association Inc., a Wisconsin Chapter 181 non-stock, non-profit corporation (“**Association**”).

(HACM, VM, SS and WR are collectively referenced herein as “**Owners**”)

RECITALS

- A. Owners presently own the real estate and improvements in Milwaukee, Wisconsin known as Westlawn Gardens (“**Westlawn Gardens**”), generally situated to the south of West Silver Spring Drive between North 60th Street and North 68th Street which is legally described on **EXHIBIT A** and more particularly depicted on the Master Plan attached as **EXHIBIT B**.

- B. HACM previously redeveloped part of the eastern portion of Westlawn Gardens and is presently redeveloping the western portion of Westlawn Gardens.
- C. Owners desire to enter into this First Amendment in order to explicitly permit Shared Private Parking Spaces to be marked to span lot lines, explicitly permit paving, curbs, landscaping, access walkways, signage and any other improvements required to serve Shared Private Parking Spaces to be constructed and maintained on any Owner's property and to clarify the access rights of each Owner, Association, Beneficiaries and their respective successors and assignees.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties agree as follows:

- 1. **Incorporation of Recitals.** The above enumerated recitals are true and correct and are incorporated herein by this reference.
- 2. **Amendment to Section 4:**

Section 4 of the Reciprocal Access and Parking Agreement (Westlawn Gardens), which was recorded with the Milwaukee County Register of Deeds on April 18, 2019 as Document No. 10863036, is hereby amended and restated to read as follows:

- 4. **Grant of Reciprocal Access Easement.** As of the applicable Effective Date, each Owner, as its interest appears, hereby grants and conveys to each other Owner, Association, Beneficiaries and their respective successors and assigns, a perpetual nonexclusive easement on, over and across the portions of the respective Owner's Parcel necessary to construct, maintain and access the Shared Private Parking Spaces and all accessory access walkways, signage and any other improvements required to serve the Shared Private Parking Spaces, in order to provide for the passage and accommodation of pedestrians and vehicles, for purposes of: (i) ingress and egress to and from the Shared Private Parking Spaces, (ii) maintenance of the Shared Private Parking Spaces, including without limitation snow and ice removal, re-striping, concrete and asphalt repair and replacement and for no other purpose, all subject to the terms and conditions of this Agreement. No Owner shall grant an easement or other right to use the Shared Private Parking Spaces to any third party without the written consent of each other Owner and such Owner's Member, if any. Shared Private Parking spaces are explicitly permitted to be located partly upon one lot or parcel and partly upon another.
- 3. **Counterparts.** This Amendment maybe executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages maybe detached from the counterparts and attached to a single copy of this Amendment to form one physical document.

4. **No Other Modifications.** Except as expressly modified herein, the Reciprocal Access and Parking Agreement (Westlawn Garden) remains unmodified, in full force and effect, and is hereby ratified by the parties hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

WESTLAWN RENAISSANCE LLC,

a Wisconsin limited liability company

By: Westlawn Development LLC, its Sole Member

By: Housing Authority of the City of Milwaukee, its Sole Member

By: _____
Antonio M. Pérez
Secretary and Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2020, Antonio M. Perez, known to me to be the Secretary and Executive Director of Housing Authority of the City of Milwaukee, the sole member of Westlawn Development LLC, the sole member of Westlawn Renaissance LLC, a Wisconsin limited liability company, who executed the above instrument and acknowledged the same.

Printed Name: _____

Notary Public, State of Wisconsin

My commission: _____

(Signatures Continue on Next Page)

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

WESTLAWN RENAISSANCE III LLC,

a Wisconsin limited liability company

By: Westlawn Development III LLC, its Sole Member

By: Housing Authority of the City of Milwaukee, its Sole Member

By: _____
Antonio M. Pérez
Secretary and Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2020, Antonio M. Perez, known to me to be the Secretary and Executive Director of Housing Authority of the City of Milwaukee, the sole member of Westlawn Development LLC, the sole member of Westlawn Renaissance III LLC, a Wisconsin limited liability company, who executed the above instrument and acknowledged the same.

Printed Name: _____

Notary Public, State of Wisconsin

My commission: _____

(Signatures Continue on Next Page)

**WG SCATTERED SITES LLC,
a Wisconsin limited liability company**

By: Westlawn Renaissance II LLC, its Manager

By: Housing Authority of the City of Milwaukee, its
Manager

By: _____
Antonio M. Pérez
Secretary and Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2020, Antonio M. Pérez, known to me to be the Secretary and Executive Director of Housing Authority of the City of Milwaukee, the Manager of Westlawn Renaissance Development II LLC, the Manager of Westlawn Renaissance II LLC, the Manager of WG Scattered Sites LLC, who executed the above instrument and acknowledged the same.

Printed Name:_____

Notary Public, State of Wisconsin

My commission:_____

(Signatures Continue on Next Page)

VICTORY MANOR LLC

By: Westlawn Renaissance II LLC

Its: Manager

By: Housing Authority of the City of Milwaukee,

Its: Manager

By: _____

Antonio M. Pérez

Secretary and Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2020, Antonio M. Pérez, known to me to be the Secretary and Executive Director of Housing Authority of the City of Milwaukee, the Manager of Westlawn Renaissance Development II LLC, the Manager of Westlawn Renaissance II LLC, the Manager of Victory Manor LLC, who executed the above instrument and acknowledged the same.

Printed Name: _____

Notary Public, State of Wisconsin

My commission: _____

(Signatures Continue on Next Page)

**WESTLAWN GARDENS PROPERTY
OWNERS' ASSOCIATION INC.**

By: Anissia Robertson
Its: President

By:_____

**HOUSING AUTHORITY OF THE
CITY OF MILWAUKEE**

By:_____
Antonio M. Pérez
Secretary and Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of
_____, 2020, _____, known to me to be
_____, who executed the
above instrument and acknowledged the same.

Printed Name:_____
Notary Public, State of Wisconsin
My commission:_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of
_____, 2020, Antonio M. Pérez, known to
me to be the Secretary and Executive
Director of Housing Authority of the City of
Milwaukee, who executed the above
instrument and acknowledged the same.

Printed Name:_____
Notary Public, State of Wisconsin
My commission:_____

(Signatures Continue on Next Page)

CONSENT AND SUBORDINATION OF HACM AS LENDER

HOUSING AUTHORITY OF THE CITY OF MILWAUKEE ("Lender") hereby consents to, and subordinates the following documents to the operation and effect of this Reciprocal Access and Parking Agreement: (i) that certain Mortgage in favor of Lender dated June 15, 2011 and recorded June 22, 2011 in the Register of Deeds as Document #10007740; and (ii) that certain Mortgage in favor of Lender dated June 15, 2011 and recorded June 22, 2011 in the Register of Deeds as Document #10007741 (together, the "Lender Documents"). The Lender Documents shall remain in full force and effect as to the land conveyed thereby, subject only to this subordination.

IN WITNESS WHEREOF, Lender has caused this document to be executed by its duly authorized representative as of the date of the Reciprocal Access and Parking Agreement to which this Lender Consent and Subordination is attached.

Dated as of the Effective Date.

**HOUSING AUTHORITY OF THE CITY OF
MILWAUKEE**

By: _____
Antonio M. Pérez
Secretary and Executive Director

ACKNOWLEDGMENT

[illegible]

Personally came before me this ____ day of _____, 2020, Antonio M. Pérez, known to me to be the Secretary and Executive Director of Housing Authority of the City of Milwaukee, who executed the above instrument and acknowledged the same.

Printed Name: _____

Notary Public, State of Wisconsin

My commission: _____

CONSENT AND SUBORDINATION OF PNC

PNC BANK, NATIONAL ASSOCIATION (“PNC”) hereby consents to, and subordinates the following document to the operation and effect of this Reciprocal Access and Parking Agreement: that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing in favor of PNC dated June 15, 2011 and recorded June 22, 2011 in the Register of Deeds as Document #10007737 (the “Mortgage”). The Mortgage shall remain in full force and effect as to the land conveyed thereby, subject only to this subordination. [Expand and add others as appropriate]

IN WITNESS WHEREOF, PNC has caused this document to be executed by its duly authorized representative as of the date of the Reciprocal Access and Parking Agreement to which this Consent and Subordination is attached.

Dated as of the Effective Date.

PNC BANK, NATIONAL ASSOCIATION

By: _____
Kyle Cox
Senior Vice President

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2020, Kyle Cox, known to me to be a Senior Vice President of PNC Bank, National Association, who executed the above instrument and acknowledged the same.

Notary Public in and for the
State of _____

My commission: _____

THIS DOCUMENT WAS DRAFTED BY:
Thomas O. Gartner
Michael Best & Friedrich LLP
100 East Wisconsin Avenue, Suite 3300
Milwaukee, WI 53202-4108

ACKNOWLEDGEMENT

The US Department of Housing and Urban Development hereby acknowledges this Reciprocal Access and Parking Agreement.

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____
Shirley Wong
Public Housing Director

NOTARY

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me on _____, 2020, the above named person on behalf of the US Department of Housing and Urban Development to me known to be such person who signed this document in the capacity shown and acknowledged that he/she signed in such capacity.

Notary Signature: _____

Notary Public, State of Wisconsin

[NOTARY SEAL]

My commission: _____

NOTICE ADDRESS:

US Department of Housing and Urban Development
310 West Wisconsin Avenue, Suite 950
Milwaukee, WI 53203
Attn: Public Housing Director

CONSENT AND APPROVAL OF WHEDA

The Wisconsin Housing and Economic Development Authority hereby consents to and approves this Reciprocal Access and Parking Agreement.

**WISCONSIN HOUSING AND ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____
Sean O'Brien
Director, Commercial Lending

NOTARY

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me on _____, 2020, the above named person on behalf of the Wisconsin Housing and Economic Development Authority to me known to be such person who signed this document in the capacity shown and acknowledged that he/she signed in such capacity.

Notary Signature: _____

Notary Public, State of Wisconsin

[NOTARY SEAL]

My commission: _____

NOTICE ADDRESS:

Wisconsin Housing and Economic Development Authority
201 West Washington Avenue, Suite 700
Madison, WI 53703
Attn: Sean M. O'Brien

EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

EXHIBIT B - MASTER PLAN



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