



Village of Hobart

Village Office 2990 S. Pine Tree Rd, Hobart, WI

[www.hobart-wi.org](http://www.hobart-wi.org) - [www.buildinhobart.com](http://www.buildinhobart.com)

Notice is hereby given according to State Statutes that the **PLANNING AND ZONING COMMISSION** of the Village of Hobart will meet on Wednesday November 8<sup>th</sup> 2023 at 5:30 PM in the Village Office. **NOTICE OF POSTING:** Posted this 1<sup>st</sup> day of November, 2023 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village's website.

## **MEETING NOTICE – PLANNING AND ZONING COMMISSION (Amended)**

**Date/Time: Wednesday November 8<sup>th</sup> 2023 (5:30 P.M.)**

**Location: Village Office, 2990 South Pine Tree Road**

### **ROUTINE ITEMS TO BE ACTED UPON:**

1. Call to order/Roll Call.
2. Certification of the open meeting law agenda requirements and approval of the agenda
3. Approval of Minutes of the October 11<sup>th</sup> 2023 (Page 3)
4. Public Comment on Non-Agenda Items

### **ACTION ITEMS**

#### **5. DISCUSSION AND ACTION - Consider Conditional Use Permit request, HB-1491-F-18, 778 Stonewood Lane – 1,689 square foot accessory building on the property that is closer to the street right-of-way than the rear plane of the principal structure (Page 4)**

The current property owners, Jason Due & Sarah Casper-Due, are proposing to construct a detached accessory building of 1,687 square feet on their property located at 778 Stonewood Ln. The current lot size of 122,185.8 square feet (2.805 acres) would allow up to 2,036 square feet of accessory building (1/60<sup>th</sup> of the lot square footage) by ordinance. This request would consist of a Conditional Use Permit as the new accessory building would not conform to the requirement identified in the zoning code pertaining to the placement of the proposed building being closer to the street right-of-way than the rear plane of the principal structure exceeding the 864 square foot limit. This item will go to the Village Board for action at their November 21<sup>st</sup> meeting.

#### **6. DISCUSSION AND ACTION – Discussion and action on the annual license renewal for quarry operators of existing quarry located at 361 Orlando Drive (Page 12)**

Prior the renewal of the Non-Metallic Mining Annual Operation Permit, the Village Planning & Zoning Commission is requesting that the operators of the existing quarry located at 361 Orlando Dr. be present to have general discussions and provide an update on past and current quarry operations. Representative(s) from NEA will be in attendance to discuss the quarry operations from 2023 and best laid plans for 2024. This review and discussion is required before the annual operating permit can be issued by Village Staff.

#### **\* 7. DISCUSSION AND ACTION - Consider a 2 Lot CSM creating one additional parcel consisting of 11.600 (Lot 1) and 14.944 (Lot 2) Acres (1420-1484 S. Pine Tree Rd., Portion of HB-350) (Page 14)**

The property owner (Lexington Homes, Inc.) is proposing a two lot CSM splitting one 26.544-acre parcel into two parcels of 11.600 (Lot 1) and 14.944 (Lot 2) acres located at 1420-1484 S. Pine Tree Rd. (portion of parcel HB-530). The existing parcel is currently zoned PDD#2: Orlando/Packerland Planned Development District and the proposed CSM would create two new lots that maintain compliance with Village Code requirements for this district regarding lot width, area, and setbacks.

### **8. ADJOURN**

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Aaron Kramer, Village Administrator

\* - Added to amended agenda (November 7<sup>th</sup> 2023)

COMMISSION MEMBERS: Rich Heidel (Chairperson), Dave Dillenburg (Vice-Chairperson), Jeff Ambrosius, Tom Dennee, David Johnson, Bob Ross, John Rather

**NOTE:** Page numbers refer to the meeting packet. All agenda and minutes of Village meetings are online: [www.hobart-wi.org](http://www.hobart-wi.org). Any person wishing to attend, who, because of disability requires special accommodations, should contact the Village at 920-869-1011 with as much advanced notice as possible. Notice is hereby given that action by the Board may be considered and taken on any of the items described or listed in this agenda. There may be Board members attending this meeting by telephone if necessary.



**Village of Hobart Planning & Zoning Committee Minutes**  
**Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI**  
**Wednesday, October 11, 2023 – 5:30 pm**

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**1. Call to Order, Roll Call:**

The meeting was called to order by Dave Dillenburg at 5:30 pm. Roll call: Rich Heidel, excused; Dave Dillenburg, aye; Tom Dennee, aye; Bob Ross, aye; David Johnson, aye; Jeff Ambrosius, aye; John Rather, aye.

**2. Verify/Modify/Approve Agenda:**

Motion by Dave Dillenburg, seconded by Jeff Ambrosius, to approve the agenda as presented. All in favor. Motion carried.

**3. Approval of Planning & Zoning Minutes:**

Motion by Tom Dennee, seconded by David Johnson, to approve the September 13, 2023, minutes as presented. All in favor. Motion carried.

**4. Public Comment on Non-Agenda Items:**

None.

**5. DISCUSSION AND ACTION - Consider a CSM creating one new parcel of 0.92 acres (1035 Cyrus Rd., HB-194):**

Director of Planning & Code Compliance, Todd Gerbers, presented the committee with the Certified Survey Map (CSM).

The commission members discussed.

Motion by Bob Ross, seconded by John Rather, to recommend approval of the Certified Survey Map (1035 Cyrus Rd., HB-194).

All in favor. Motion carried.

**6. DISCUSSION AND ACTION – Conditional Use Permit for increase in square footage of accessory building, HB-1491-K-9, 3969 Valley Stream Circle:**

Director of Planning & Code Compliance, Todd Gerbers, presented the applicant's request.

The commission members did not discuss the application per the applicant's request.

Motion by Tom Dennee, seconded by Dave Dillenburg, to receive and place on file the CUP request until such time the applicant requests further consideration.

All in favor. Motion carried.

**7. Adjourn:**

Motion by Dave Dillenburg, seconded by Jeff Ambrosius, to adjourn at 5:47 pm. All in favor.

Motion carried.



**TO: Planning & Zoning Commission**

**RE: Conditional Use Permit for increase in square footage due to the location of an accessory building, HB-1491-F-18, 778 Stonewood Ln.**

**FROM: Todd Gerbers, Director of Planning and Code Compliance**

**DATE: November 8, 2023**

**ISSUE:** Consider Conditional Use Permit request, HB-1491-F-18, 778 Stonewood Ln. – 1,689 square foot accessory building on the property that is closer to the street right-of-way than the rear plane of the principal structure

### **GENERAL INFORMATION**

1. Applicant(s): Jason Due & Sarah Casper-Due
2. Address: 778 Stonewood Ln.
3. Parcel: HB-1491-F-18
4. Present Zoning: R-2: Residential District.

### **ANALYSIS:**

The Conditional Use Permit verbiage for such accessory buildings reads as follows:

*Accessory structures and fences which do not conform to the requirements identified elsewhere in this chapter, but which are designed, constructed and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity or use and will not change the essential character of the same area.*

The applicable detached accessory building regulation reads as follows:

*Detached accessory buildings located closer to a street right-of-way than the rear plane of the principal structure shall not exceed the lesser of 864 square feet or the maximum allowed accessory building square footage as described in Subsection **D(1)(b)***

### **BACKGROUND**

The current property owners, Jason Due & Sarah Casper-Due, are proposing to construct a detached accessory building of 1,687 square feet on their property located at 778 Stonewood Ln. The current lot size of 122,185.8 square feet (2.805 acres) would allow up to 2,036 square feet of accessory building (1/60<sup>th</sup> of the lot square footage) by ordinance. This request would consist of a Conditional Use Permit as the new accessory building would not conform to the requirement identified in the zoning code pertaining to the placement of the proposed building being closer to the street right-of-way than the rear plane of the principal structure exceeding the 864 square foot limit.

Village Staff has verified that the square footage of the proposed accessory building is less than what is permitted on this size lot (lot size of 122,185.8 sq.ft. allows up to 2,036.43 sq.ft. of accessory building, and 1,686.625 is being proposed). Also, note that there is a difference between the square footage on the building plan (listed at 1,245) and what is requested in this CUP (1,687). This is because the covered porch also counts towards the total building square footage as it is covered by a roof. The reason this is being submitted as a CUP is due to the ordinance limiting the size of the proposed building to 864 square feet when located closer to the street right-of-way than the rear plane of the principal structure.

With this being a corner lot having frontage along two public roadways and the layout of the existing principal structure being at an angle to the street corner, in order to utilize the existing driveway, the proposed location of the accessory building will be located in front of the rear plane of the dwelling as it relates to one or both of the public roadways. There are currently mature plantings along both roadways that help to screen the existing dwelling and therefore would also help to screen the proposed accessory building. The proposed accessory building is designed to match the appearance of the existing dwelling and the exterior materials are planned to also match that of the existing dwelling.

Therefore, the property owner is requesting review of a Conditional Use Permit to allow for the increased building square footage to be located closer to the street than allowed by ordinance. The proposed building would comply with the required minimum setback of 40 feet from the front property line, it would just be placed in front of the existing garage and closer to the front property lines than the rear plane of the existing principal structure.

Attached is their conceptual site plan and draft Conditional Use Permit.

### **RECOMMENDATION/CONDITIONS**

Staff would recommend that any approval of this CUP request to increase the allowable square footage to a total of 1,687 being located closer to the street right-of-way than the rear plane of the principal structure contingent upon the following:

1. All four building elevations of the new structure are constructed of materials similar to those on the existing residential dwelling on the property
2. Maximum of one detached accessory building be allowed on site



- Rezoning Review
- Conditional Use Permit Review
- Planned Development Review
- CSM/Plat Review

Village of Hobart  
 Dept of Planning & Code  
 Compliance  
 2990 S Pine Tree Rd  
 Hobart WI 54155  
 Phone: (920) 869-3809  
 Fax: (920) 869-2048

**APPLICANT INFORMATION**

Petitioner: Jason Due & Sarah Casper-Due Date: 10.16.23  
 Petitioner's Address: 778 Stonewood Ln City: Hobart State: WI Zip: 54155  
 Telephone #: 920.737.6117 Email: jasondue78@gmail.com  
 Status of Petitioner (Please Check):  Owner  Representative  Tenant  Prospective Buyer  
 Petitioner's Signature (required): [Signature] Date: 10/16/23

**OWNER INFORMATION**

Owner(s): same as above Date: \_\_\_\_\_  
 Owner(s) Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_  
 Ownership Status (Please Check):  Individual  Trust  Partnership  Corporation

**Property Owner Consent: (required)**

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Neighborhood Services Department for incomplete submissions or other administrative reasons.

Property Owner's Signature: [Signature] Date: 10/16/23

**SITE INFORMATION**

Address/Location of Proposed Project: 778 Stonewood Ln Parcel #: HB-1491-F-18  
 Proposed Project Type: Garage  
 Current Use of Property: Home - Residential Zoning: residential  
 Land Uses Surrounding Site:  
 North: vacant lot  
 South: Homes  
 East: Homes  
 West: Homes

**\*\*Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.**

- Application fees are due at time of submittal. Make check payable to Village of Hobart.
- Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE



CONDITIONAL USE PERMIT / PLANNED DEVELOPMENT APPLICATIONS

Briefly explain how the proposed conditional use/development plan will not have a negative effect on the issues below.

1. Health, safety, and general welfare of occupants of surrounding lands.

This building will not emit any pollutants nor will it result in any noise emissions. This building will be used for storage and typical garage use.

2. Pedestrian and vehicular circulation and safety.

This building will be used for vehicle storage and storage of other yard equipment. There will be no increase of pedestrian or vehicular circulation.

3. Noise, air, water, or other forms of environmental pollution.

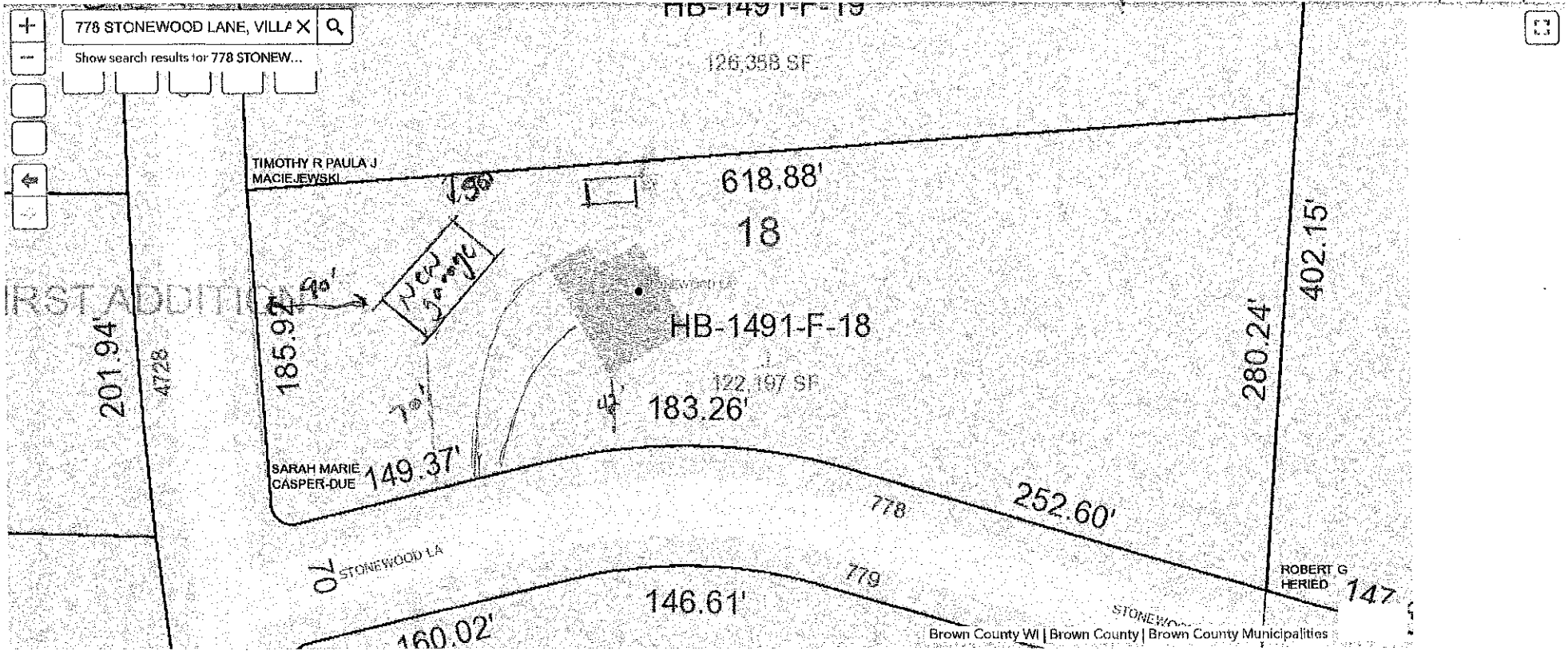
No additional environmental pollution will result from this building.

4. The demand for and availability of public services and facilities.

The only power use <sup>that</sup> will occur is that from electricity to power lights and garage door openers as well as other minimal electronics or tools.

5. Character and future development of the area.

The building will be sided to match the existing structure. It ~~will~~ ~~was~~ was designed to esthetically flow with the look of the home.













Gradebeam 16" wide 8" thick 4" compacted gravel  
 1/2" rebar show grade beam & slab  
 Building Exterior to match Home Exterior color with  
 partial bricks



Part of Brown County WI

LEGEND / KEY

-  Parcel Boundary
-  Condominium
-  Gap or Overlap
-  "hooks" indicate parcel ownership crosses a line
-  Parcel line
-  Right of Way line
-  Meander line
-  Lines between deeds or lots
-  Historic Parcel Line
-  Vacated Right of Way

A complete map legend (map key) is available at: [tinyurl.com/BrownDogLegend](http://tinyurl.com/BrownDogLegend)

Map printed 11/1/2023



1:720

1 inch = 60 feet\*

1 inch = 0.0114 miles\*

\*original page size is 8.5" x 11"  
*Appropriate format depends on zoom level*

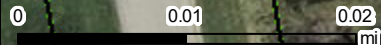
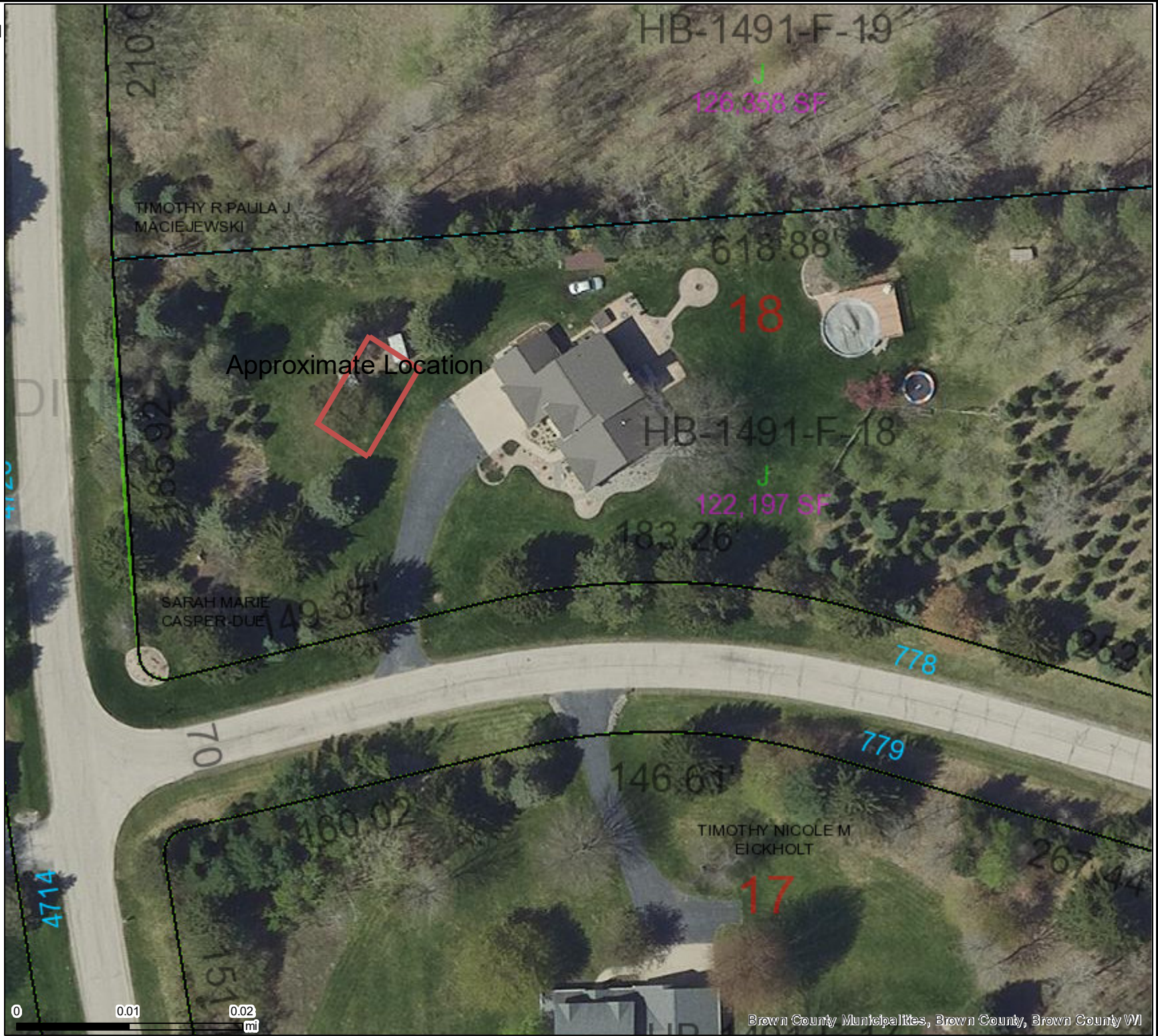
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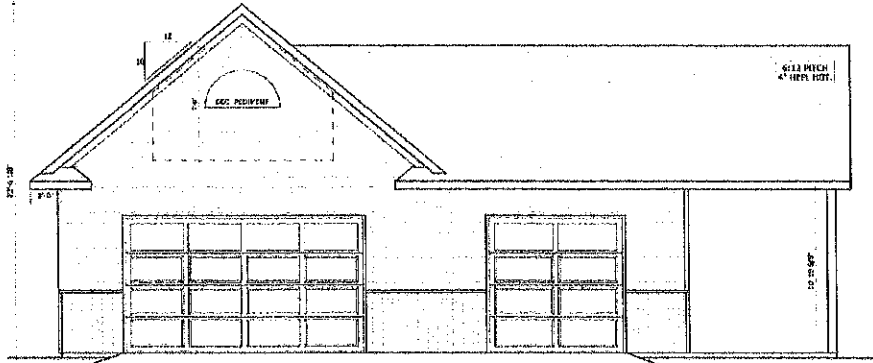
**Brown County Wisconsin  
Planning & Land Services  
Department**



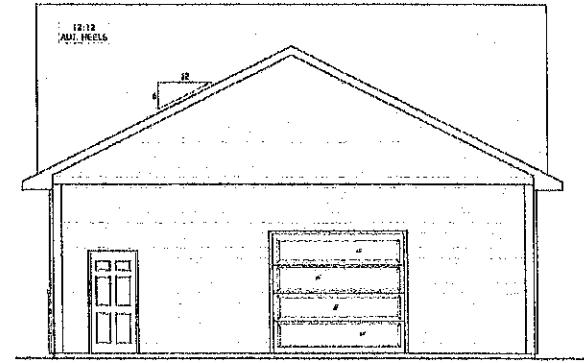
(920) 448-6480

[www.browncountywi.gov](http://www.browncountywi.gov)

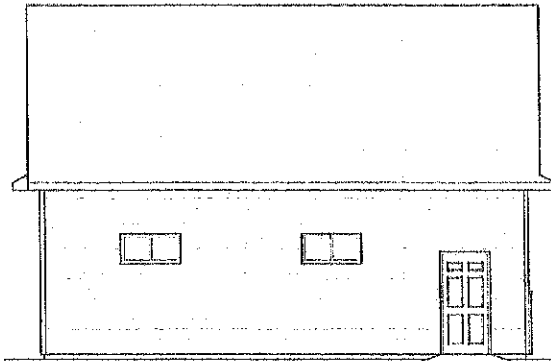




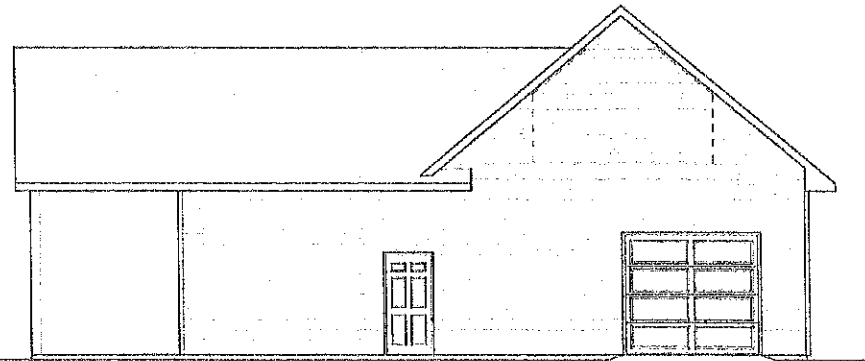
**FRONT ELEVATION**  
1/4" = 1'-0"



**RIGHT ELEVATION**  
1/4" = 1'-0"



**LEFT ELEVATION**  
1/4" = 1'-0"



**REAR ELEVATION**  
1/4" = 1'-0"

**GARAGE** 1245 SF  
**TOTAL AREA** 1245 SF

**GARAGE PLAN SPECIFICATIONS**

- ROOF SYSTEMS**
- WOOD RAFTERS 2x12 @ 24" OC (SPACING FOR 2x12)
- WOOD SHEATHING 5/8" CDX
- 3/4" POLY. 1/2" FIBER. 1/2" FIBER.
- INSULATION: 12" R-19 (12" @ 12" OC)
- FLASHING AT MANIFOLD LEAKS
- HEADERS**
- 2x10 @ 16" OC
- ALL WINDOWS NOT SHOWN AS MEANS TO BE PERMITTED BY LOCAL CODES FOR THE JURISDICTION OF THE PROJECT (SEE LOCAL CODES FOR PERMITS)
- 2x10 @ 16" OC
- 1/2" POLY. 1/2" FIBER. 1/2" FIBER.
- INSULATION: 12" R-19 (12" @ 12" OC)
- FLASHING AT MANIFOLD LEAKS
- GENERAL MECHANICAL**
- ALL DIMENSIONS ARE TO THE FINISH UNLESS NOTED OTHERWISE
- FOR WALLS: 1/2" POLY. 1/2" FIBER. 1/2" FIBER.
- FOUNDATION SHALL BE CONFORMANT WITH ALL APPLICABLE LOCAL AND STATE CODES AND PERMITS
- SOIL CONDITIONS SHALL BE DETERMINED BY CONTRACTOR (OWNER WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONDITIONS)
- ALL DOOR HEIGHTS ARE 6'-8" UNLESS NOTED OTHERWISE

FINAL PLAN

<p><b>DUE GARAGE</b></p>	<p><b>BUILDER TBD</b></p>	<p><b>DATE SUBMITTED</b></p>	<p><b>PROJECT NO.</b></p>	<p><b>DATE</b></p>	<p><b>SCALE</b></p>
<p><b>DUE GARAGE</b></p>	<p><b>BUILDER TBD</b></p>	<p><b>DATE SUBMITTED</b></p>	<p><b>PROJECT NO.</b></p>	<p><b>DATE</b></p>	<p><b>SCALE</b></p>
<p><b>Drexel</b> DrexelTeam.com</p>					
<p><b>1/4" = 1'-0"</b></p>	<p><b>A1</b></p>				
<p><b>022-250-01</b></p>					







**TO: Planning & Zoning Commission**

**RE: Discussion and action on quarry operations renewal at existing quarry located at 361 Orlando Dr.**

**FROM: Todd Gerbers, Director of Planning and Code Compliance**

**DATE: November 8, 2023**

**ISSUE:** Discussion and action on the annual license renewal for quarry operators of existing quarry located at 361 Orlando Dr.

**RECOMMENDATION:** Discussion and possible action.

**GENERAL INFORMATION**

1. Operator: Northeast Asphalt (NEA) / Walbec Group
2. Agent(s)/Petitioner(s):
3. Parcel(s): HB-412, HB-412-1, HB-411, HB-414, & HB-403

**BACKGROUND**

Prior the renewal of the Non-Metallic Mining Annual Operation Permit, the Village Planning & Zoning Commission is requesting that the operators of the existing quarry located at 361 Orlando Dr. be present to have general discussions and provide an update on past and current quarry operations.

Representative(s) from NEA will be in attendance to discuss the quarry operations from 2023 and best laid plans for 2024. This review and discussion is required before the annual operating permit can be issue by Village Staff.

**RECOMMENDATION/CONDITIONS**

Direct Staff accordingly



This is a custom map created by an online user of GIS map services provided by Brown County, Brown County WI

### Part of Brown County WI

Map printed on 11/1/2023

**1:6,000**  
 1 inch = 500 feet\*  
 1 inch = 0.0947 miles\*  
 \*original page size: 8.5"x11"  
 Appropriate format depends on zoom level



- Parcel ownership key**
- Parcel Boundary
  - Condominium
  - Gap or Overlap
  - "hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:  
[tinyurl.com/BrownDogLegend](http://tinyurl.com/BrownDogLegend)



(920) 448-6480  
 www.browncountywi.gov



**TO: Planning & Zoning Commission**

**RE: CSM, 1420-1484 S. Pine Tree Rd., Portion of HB-350**

**FROM: Todd Gerbers, Director of Planning & Code Compliance**

**DATE: November 8, 2023**

**ISSUE:** Consider a 2 Lot CSM creating one additional parcel consisting of 11.600 (Lot 1) and 14.944 (Lot 2) acres

**RECOMMENDATION:** Staff recommends approval.

### **GENERAL INFORMATION**

1. Applicants/Agent: Troy Hewitt – Robert E. Lee & Associates, Inc.
2. Owner: Lexington Homes, Inc.
3. Parcel: Portion of HB-530
4. Zoning: PDD#2: Orlando/Packerland Planned Development District

### **ZONING REQUIREMENTS**

The property owner (Lexington Homes, Inc.) is proposing a two lot CSM splitting one 26.544-acre parcel into two parcels of 11.600 (Lot 1) and 14.944 (Lot 2) acres located at 1420-1484 S. Pine Tree Rd. (portion of parcel HB-530). The existing parcel is currently zoned PDD#2: Orlando/Packerland Planned Development District and the proposed CSM would create two new lots that maintain compliance with Village Code requirements for this district regarding lot width, area, and setbacks.

### **RECOMMENDATION/CONDITIONS**

Staff recommends approval of this CSM as submitted noting that this would be approval for both the preliminary and final CSM should there be no adjustments to the final CSM.





- Rezoning Review
- Conditional Use Permit Review
- Planned Development Review
- CSM/Plat Review

Village of Hobart  
 Dept of Planning & Code  
 Compliance  
 2990 S Pine Tree Rd  
 Hobart WI 54155  
 Phone: (920) 869-3809  
 Fax: (920) 869-2048

**APPLICANT INFORMATION**

Petitioner: TROY HEWITT Date: 11/6/23

Petitioner's Address: 1250 CENTENNIAL CENTRE BLVD City: HOBART State: WI Zip: 54155

Telephone #: 920-662-9641 Email: THEWITT@RELEEINC.COM

Status of Petitioner (Please Check):  Owner  Representative  Tenant  Prospective Buyer

Petitioner's Signature (required):  Date: 11/6/23

**OWNER INFORMATION**

Owner(s): LEXINGTON HOMES, INC Date: 11/6/23

Owner(s) Address: 1256 CENTENNIAL CENTRE BLVD City: HOBART State: WI Zip: 54155

Telephone #: (920) 662-1611 Email: jmarlow@lexingtonneighborhoods.com

Ownership Status (Please Check):  Individual  Trust  Partnership  Corporation

**Property Owner Consent: (required)**

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Neighborhood Services Department for incomplete submissions or other administrative reasons.

Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SITE INFORMATION**

Address/Location of Proposed Project: LOT 36, GATEWAY ESTATES Parcel #: HB-350

Proposed Project Type: \_\_\_\_\_

Current Use of Property: MULTI-FAMILY RESIDENTIAL Zoning: PDD

Land Uses Surrounding Site: North: RESIDENTIAL

South: AG

East: RESIDENTIAL

West: AG

**\*\*Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.**

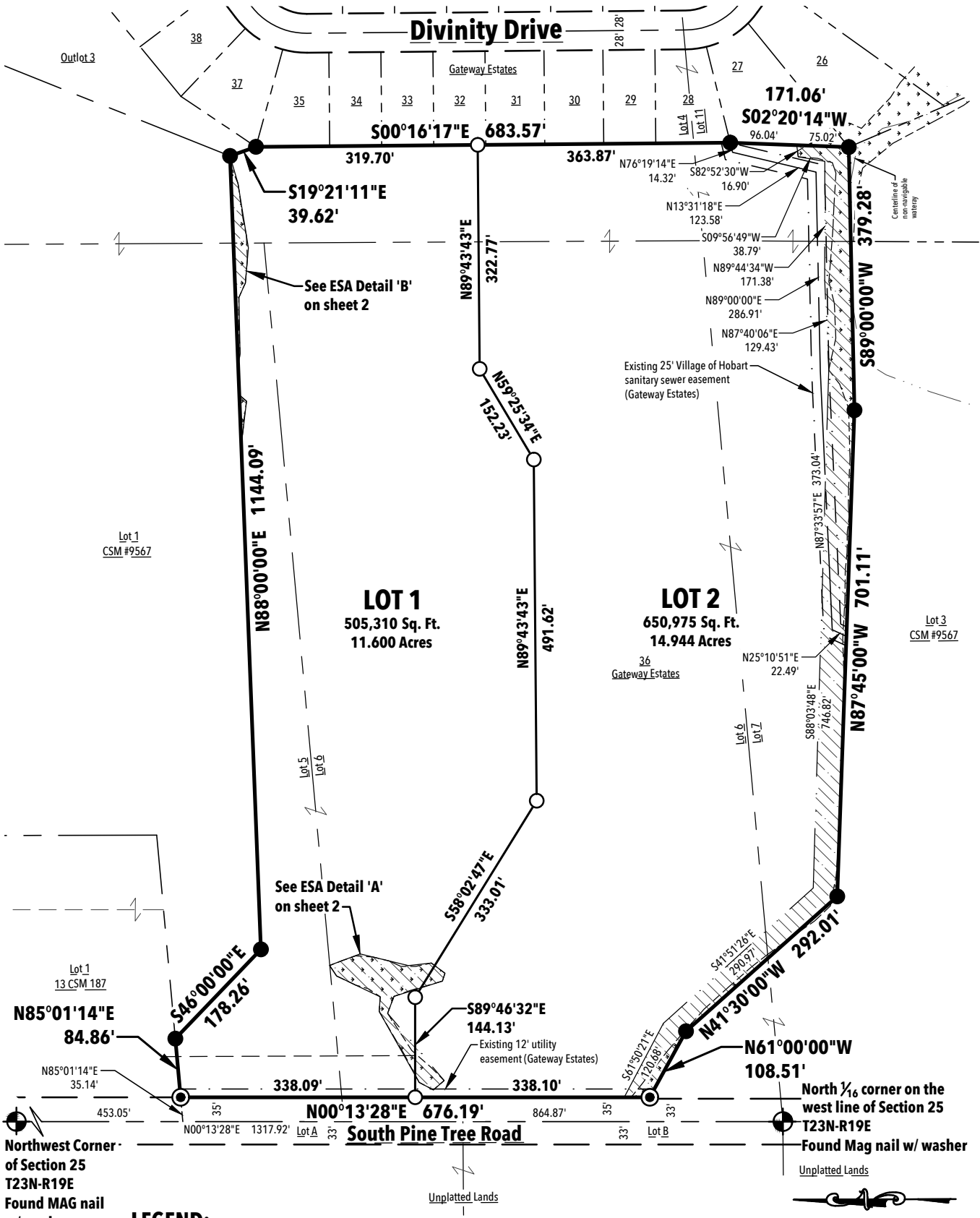
➤ **Application fees are due at time of submittal. Make check payable to Village of Hobart.**

➤ **Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE**



# CERTIFIED SURVEY MAP

ALL OF LOT 36, GATEWAY ESTATES, DOCUMENT NUMBER 3050094, LOCATED IN PART OF LOTS 5, 6 AND 7, SECTION 25, TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN



**LEGEND:**

- Set 1" x 18" Iron Pipe w/ ID Cap Weighing 1.38 lbs./lin. ft.
- Existing 1" Iron Pipe
- ⊙ Existing 2" Iron Pipe
- ⊕ Recorded County Monument
- ▭ Wetlands delineated by Bay Environmental Strategies, Inc. on 5/27/2022
- ▨ Environmentally sensitive area (ESA)

SCALE: 1" = 200'



Bearings are based on the Brown County Coordinate System. The west line of Lot 5, Section 25, T23N-R19E, bears N00°13'28"E.

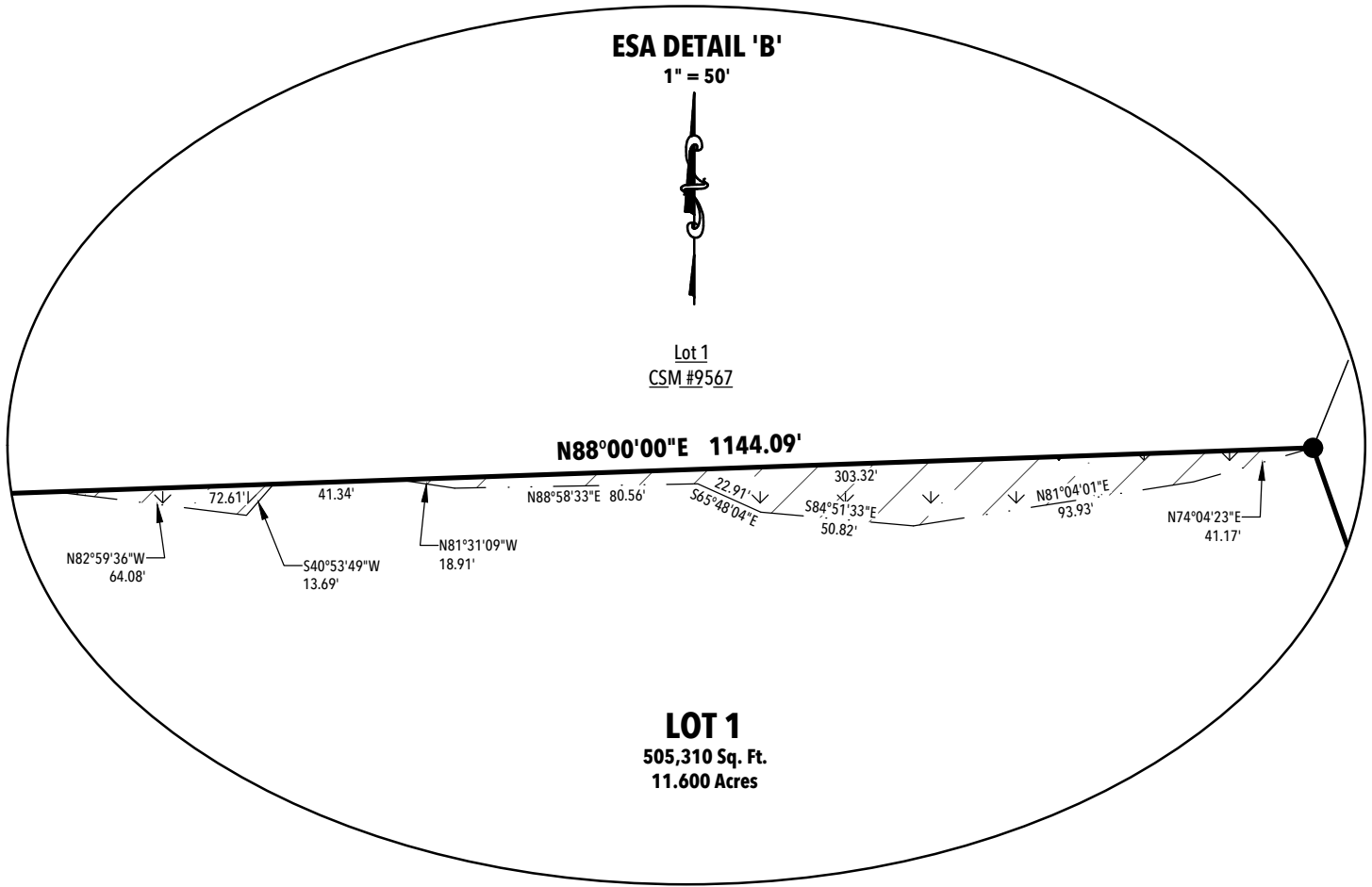
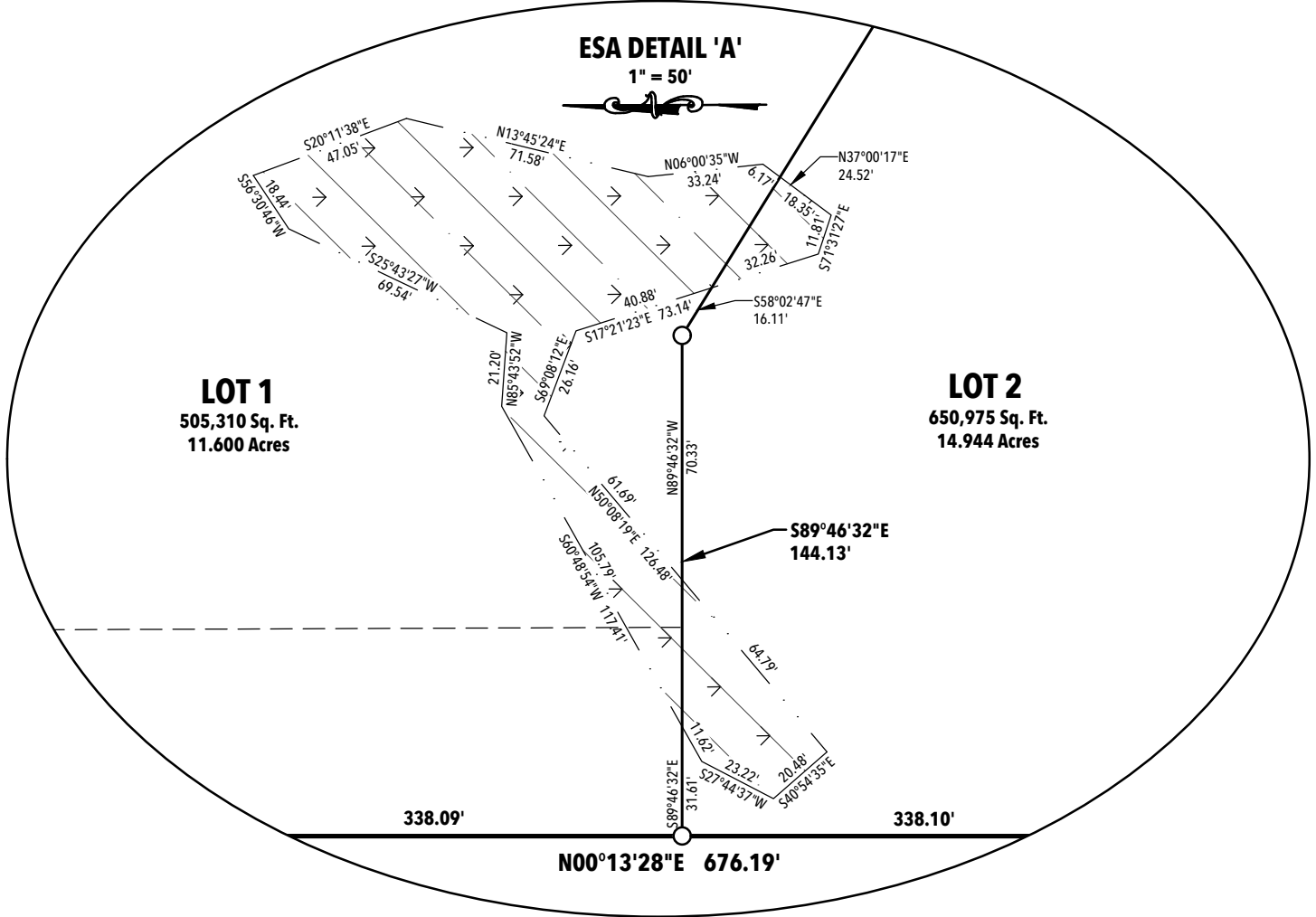
**REL Robert E. Lee & Associates, Inc.**

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releecinc.com

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# CERTIFIED SURVEY MAP

ALL OF LOT 36, GATEWAY ESTATES, DOCUMENT NUMBER 3050094, LOCATED IN PART OF LOTS 5, 6 AND 7, SECTION 25, TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN



# CERTIFIED SURVEY MAP

ALL OF LOT 36, GATEWAY ESTATES, DOCUMENT NUMBER 3050094, LOCATED IN PART OF LOTS 5, 6 AND 7, SECTION 25,  
TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

## SURVEYOR'S CERTIFICATE:

I, Troy E. Hewitt, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, divided and mapped a parcel of land being all of Lot 36, Gateway Estates, Document Number 3050094, located in part of Lots 5, 6 and 7, Section 25, Township 23 North, Range 19 East, Village of Hobart, Brown County, Wisconsin.

Said parcel contains 1,156,285 square feet or 26.544 acres of land more or less subject to any and all easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in the surveying, dividing and mapping of the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Troy E. Hewitt            PLS #2831  
ROBERT E. LEE & ASSOCIATES, INC.

## SURVEYOR'S NOTES:

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Village has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction or installation-related activities.

## RESTRICTIVE COVENANT:

The land on all side and rear lot lines of all lots shall be graded by the owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

## UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by NORTH HOBART BUSINESS PARK, LLC, Grantor, to WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee, AT&T, Grantee, VILLAGE OF HOBART, Grantee, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, sanitary and storm sewer, watermain, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the CSM designated as "Utility Easement" and the property designated on the CSM for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, sanitary and storm sewer facilities, watermain facilities or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

# CERTIFIED SURVEY MAP

ALL OF LOT 36, GATEWAY ESTATES, DOCUMENT NUMBER 3050094, LOCATED IN PART OF LOTS 5, 6 AND 7, SECTION 25,  
TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

## RESTRICTIVE COVENANTS:

The undersigned, being the owner of the real estate legally described on Sheet 2 of 6 and mapped on Sheet 1 of 6 of this Certified Survey Map (the "Subject Real Estate") hereby subject said real estate to the covenants contained herein. Each part of the Subject Real Estate shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which shall constitute covenants running with land, and shall be binding upon all parties acquiring or holding any right, title or interest in the Subject Real Estate (or any part thereof), their heirs, personal representatives, successors or assigns, and the covenants contained herein shall inure to the benefit of each owner thereof.

1. **Restriction on Transfer.** Without the express written consent of the Village of Hobart, no owner of any interest in the Subject Real Estate (or any part thereof) shall transfer any interest in the Subject Real Estate, to any individual, entity (whether corporation, limited liability company, limited partnership, limited liability partnership, general partnership or otherwise), organization, or sovereign nation, or during the period of ownership take any other action, the result of which would: (1) remove or eliminate the Subject Real Estate (or any part thereof) from the tax rolls of the Village of Hobart; (2) diminish or eliminate the payment of real estate taxes levied or assessed against the Subject Real Estate (or any part thereof), and/or (3) remove the Subject Real Estate (or any part thereof) from the jurisdiction of the Village of Hobart, including but not limited to, zoning authority and controls. This restriction shall apply to the transfer of an interest in an entity that is an owner of the Subject Real Estate if, as a result of the transfer, any of items (1) - (3) above would occur. Notwithstanding the foregoing, nothing contained in this Restrictive Covenant, including without limitation this paragraph, shall be deemed or construed to: (i) prevent, limit or restrict any owner or holder of any interest in the Subject Real Estate (or any part thereof) from contesting, protesting, appealing or otherwise challenging (through whatever lawful means are necessary or advisable) the amount of any real property tax levied or assessed by any "taxation district" or "taxing jurisdiction" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(6) - (7) and/or successor statutes thereto and/or regulations promulgated thereunder) including without limitation the State of Wisconsin, Brown County, the Village of Hobart, municipal or school district, township or other jurisdiction assessing "general property taxes" (as defined by Wis. Stats. Section 74.01(1) or successor statutes and/or regulations promulgated thereunder) levied or assessed against the Subject Real Estate (or any part thereof) and/or "special assessments", "special charges", "special tax" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(1) - (5) and/or successor statutes thereto and/or regulations promulgated thereunder) and/or other municipal or governmental charges levied or assessed against the Subject Real Estate; (ii) effect a waiver, abrogation, release or relinquishment of any constitutional rights granted to or held by real property owners under the constitution or laws of the United States and/or the State of Wisconsin, including without limitation pursuant to Chapters 74 and 75, Wis. Stats.; or (iii) except as expressly covenanted and agreed herein, to cause the Subject Real Estate to be taxed or otherwise treated by the Village of Hobart in any manner differently from any other parcel of real estate located within the Village of Hobart's lawful taxing jurisdiction, zoning authority and/or jurisdiction of the Village of Hobart.
2. **Notice of Transfer.**
  - (a) **Notice and Consent to Transfer.** Prior to any transfer of any interest in the Subject Real Estate (or any part thereof) the party proposing to transfer an interest shall comply with the following. The transferor shall provide advance written notice of the intended transfer, executed by both the transferor and the intended transferee of such interest, to the Village of Hobart. The notice shall contain: (1) a complete and accurate description of the interest to be transferred and the relevant part(s) of the Subject Real Estate affected; (2) the correct legal name and current business address of the transferee; and (3) a legally enforceable consent agreement from the transferor and transferee acknowledging knowledge of these Restrictive Covenants and, further agreeing that the Subject Real Estate shall be subject to the terms and conditions hereof following the transfer and that transferee will take no action in violation of these Restrictive Covenants. The notice of transfer shall be delivered to the Village of Hobart not later than fifteen (15) calendar days prior to any transfer of any interest in the Subject Real Estate or any portion thereof. The Village of Hobart shall have fifteen (15) days from the date of the notice of transfer to object to the transfer as being in violation of the terms of these Restrictive Covenants by forwarding written notice thereof to the transferor. In the event of such an objection, the transferor shall be prohibited from transferring the interest alleged to be transferred until such time as a court of competent jurisdiction determines that the proposed transfer does not violate the terms of these Restrictive Covenants.
  - (b) **Failure to Act.** If the Village of Hobart fails to timely object to the transfer within fifteen (15) calendar days, the transfer may occur; provided, however, that the Village of Hobart's failure to object shall not operate, in any manner, as a waiver of any of the restrictions set forth herein or the consent to violate any of the terms hereof.
  - (c) **Basis for Objection.** Village of Hobart shall not unreasonably withhold or delay its consent to any transfer of any interest subject to these Restrictive Covenants, and the sole and exclusive basis for any objection made pursuant to the foregoing process shall be that the transfer would cause a violation of these Restrictive Covenants.
  - (d) **Inapplicability.** Notwithstanding anything in these Restrictive Covenants to the contrary, the foregoing provisions are not intended to affect, and shall not apply to: (i) any transferor's grant of utility, ingress/egress, access, maintenance, signage, drainage, conservation or other easements or similar interests of any type or nature in the Subject Real Estate (or parts thereof) for the benefit of third parties which are immaterial to the fee ownership of the Subject Real Estate; (ii) any transferor's grant to a third party or parties of any real estate security agreement, mortgage(s), deed in trust, Uniform Commercial Code (UCC) fixture or other filing or other similar security devices or instrument evidencing a collateral interest in the Subject Real Estate (or any part thereof) to be held by any bank, credit union, savings and loan or saving bank, and/or other lenders in consideration of past, present and/or future indebtedness by any transferor, unless, and not until, there is a foreclosure or execution on such real estate security instrument which results in the transfer of title to the Subject Real Estate (or any part thereof); or (iii) any other grant of a material interest in the Subject Real Estate (or part thereof) which does not substantially alter the fee simple or other equitable ownership in the Subject Real Estate and does not result in the violating the restrictions contained in paragraph 1 above.

# CERTIFIED SURVEY MAP

ALL OF LOT 36, GATEWAY ESTATES, DOCUMENT NUMBER 3050094, LOCATED IN PART OF LOTS 5, 6 AND 7, SECTION 25,  
TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

## RESTRICTIVE COVENANTS:

3. **Waiver of Certain Restrictions.** Notwithstanding anything in these Restrictive Covenants to the contrary, the restrictions set forth in paragraph 1, hereof, as restrictions (1) and (2) which pertain to tax assessments against the Subject Real Estate (or any part thereof), shall be deemed to have been waived by the Village as to any owner and proposed transferee of the Subject Real Estate (or any part thereof), provided that the proposed transferee enters into a written and legally enforceable agreement, that the proposed transferee will make payments to the Village of Hobart in lieu of real estate taxes, which payments shall equal the tax assessments which would otherwise be due the Village of Hobart, Brown County, Pulaski School District and Vocational/Technical School (or any other beneficiary of real estate taxes) for the Subject Real Estate (or portion) owned or proposed to be transferred, and which shall be due at the time real estate tax payments are due from the real estate tax assessed parcels of the Village of Hobart and that the obligation to make said payment shall be in full force and effect for so long as the proposed transferee holds title to the Subject Real Estate (or any portion thereof). The proposed transferee must further confirm and agree, in writing to the Village of Hobart, that in the event that any such payment in lieu of real estate taxes is not made when due, the proposed transferee consents to the imposition of a lien on the Subject Real Estate (or portion) in favor of the Village, in the amount of the unpaid amount. With respect to restriction (3) contained in paragraph 1, the Village will agree to waive this restriction upon receipt of a legally enforceable consent agreement whereby the owner or proposed transferee agrees to be bound by the jurisdiction of the Village of Hobart, including, but not limited to, zoning authority and controls.
4. **Duration of Restrictions.** The covenants, conditions, and restrictions contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them, unless and until an instrument terminating the covenants set forth herein, or any portion thereof, is executed by the owners of record title and Village of Hobart and filed with the Register of Deeds for Brown County, Wisconsin.
5. **Reformation of Covenants.** If any provision or clause of these Restrictive Covenants is held to be invalid or inoperative by a court of competent jurisdiction, then such clause or provision shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified for it to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.
6. **Amendment of Covenants.** These Restrictive Covenants may be amended by the Village without the consent of any owner, lien holder or other party having an interesting the Subject Real Estate if an issue arises with respect to the invalidity or enforceability of any clause or provision and said amendment is required to render said provision or clause valid and enforceable to the maximum extent permitted by law. Any other amendment shall require the consent of the Village and the record owner(s) holding title to at least 75% of the total assessed value of the Subject Real Estate.
7. **Miscellaneous.**
  - (a) **Expenses.** In the event that any legal action is filed arising out of, or relating to these Restrictive Covenants and the Village of Hobart is a party to said action, in the event that the Village of Hobart is a prevailing party, all non-prevailing parties, jointly and severally, shall be liable to the Village of Hobart for all costs and expenses incurred by the Village of Hobart in defending or prosecuting such action, including reasonable attorney fees.
  - (b) **Notices.** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered or sent by prepaid telex, cable or telecopy or sent to reputable overnight courier service or three (3) days after deposit in the United States Mail, certified mail, postage prepaid, return receipt requested.
  - (c) **Binding Effect.** These restrictive covenants shall be binding upon the Subject Real Estate as a covenant running with land and shall bind all present and future owners of any interest in the Subject Real Estate or any portion thereof.
  - (d) **Paragraph Headings.** The headings in this document are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this agreement.
  - (e) **Applicable Law.** Any and all actions or proceedings seeking to enforce any provision of, or based upon any right arising out of, these Restrictive Covenants shall be brought against a party in the circuit court of Brown County, State of Wisconsin (sitting in Green Bay, Wisconsin) and each of the parties to any such action consents to exclusive jurisdiction of such court(s) (and the appropriate appellate courts therefrom) in any such account or proceeding and waives any objection to venue laid therein. By acceptance of a deed transferring title ownership of any portion of the Subject Real Estate, the title owner hereby waives any defense to an action filed with respect to these Restrictive Covenants by the Village based on sovereign immunity.

OWNER: LEXINGTON HOMES, INC.

By: \_\_\_\_\_

Print name and title: Jeffrey T. Marlow, President

STATE OF WISCONSIN)

) SS

COUNTY OF BROWN)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above signed owner of the Subject Real Estate, namely North Hobart Business Park, LLC to me known to be the person who executed the foregoing instrument.

\_\_\_\_\_  
Notary Public, Brown County, WI

My Commission Expires \_\_\_\_\_

 **Robert E. Lee**  
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com

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**SHEET 5 OF 7**

# CERTIFIED SURVEY MAP

ALL OF LOT 36, GATEWAY ESTATES, DOCUMENT NUMBER 3050094, LOCATED IN PART OF LOTS 5, 6 AND 7, SECTION 25,  
TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

## OWNER'S CERTIFICATE:

As owner, I do hereby certify that I caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map. We also do further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

- 1) VILLAGE OF HOBART
- 2) BROWN COUNTY

\_\_\_\_\_  
Lexington Homes, Inc.                      Date

\_\_\_\_\_  
Jeffrey T. Marlow, President

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above named to me known to be the same person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

(print name) \_\_\_\_\_

My commission expires: \_\_\_\_\_

# CERTIFIED SURVEY MAP

ALL OF LOT 36, GATEWAY ESTATES, DOCUMENT NUMBER 3050094, LOCATED IN PART OF LOTS 5, 6 AND 7, SECTION 25,  
TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

## BROWN COUNTY PLANNING COMMISSION:

Approved for the Brown County Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

Karl Mueller, Senior Planner

## VILLAGE OF HOBART BOARD APPROVAL:

Approved by the Village of Hobart this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

Erica Berger, Village Clerk

## TREASURER'S CERTIFICATE:

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

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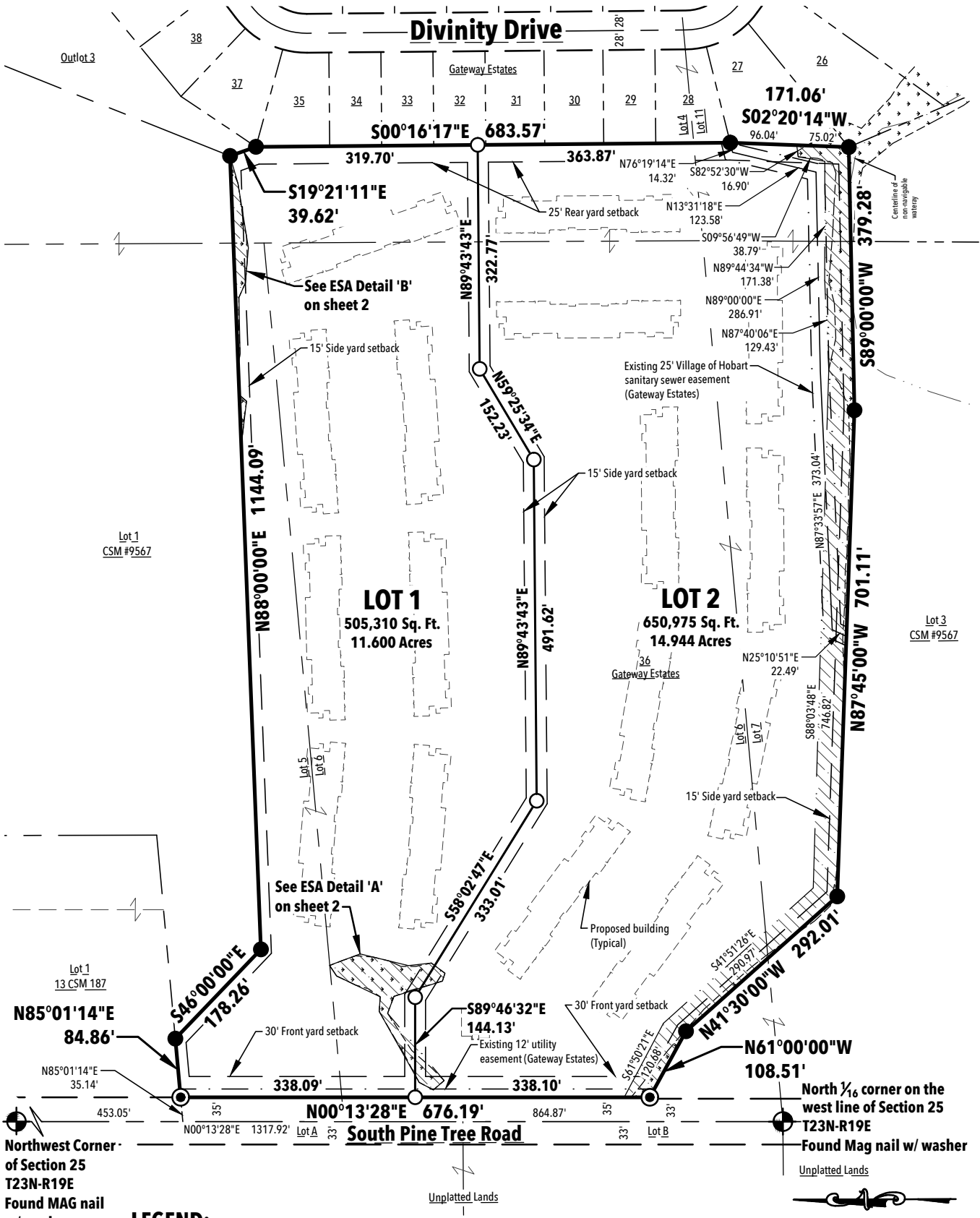
Paul D. Zeller  
Brown County Treasurer

Date



# CERTIFIED SURVEY MAP

ALL OF LOT 36, GATEWAY ESTATES, DOCUMENT NUMBER 3050094, LOCATED IN PART OF LOTS 5, 6 AND 7, SECTION 25, TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

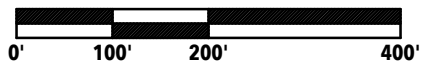


Northwest Corner of Section 25 T23N-R19E Found MAG nail w/ washer

**LEGEND:**

- Set 1" x 18" Iron Pipe w/ ID Cap Weighing 1.38 lbs./lin. ft.
- Existing 1" Iron Pipe
- Existing 2" Iron Pipe
- Recorded County Monument
- Wetlands delineated by Bay Environmental Strategies, Inc. on 5/27/2022
- Environmentally sensitive area (ESA)

SCALE: 1" = 200'



Bearings are based on the Brown County Coordinate System. The west line of Lot 5, Section 25, T23N-R19E, bears N00°13'28"E.

**REL Robert E. Lee & Associates, Inc.**

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releecinc.com

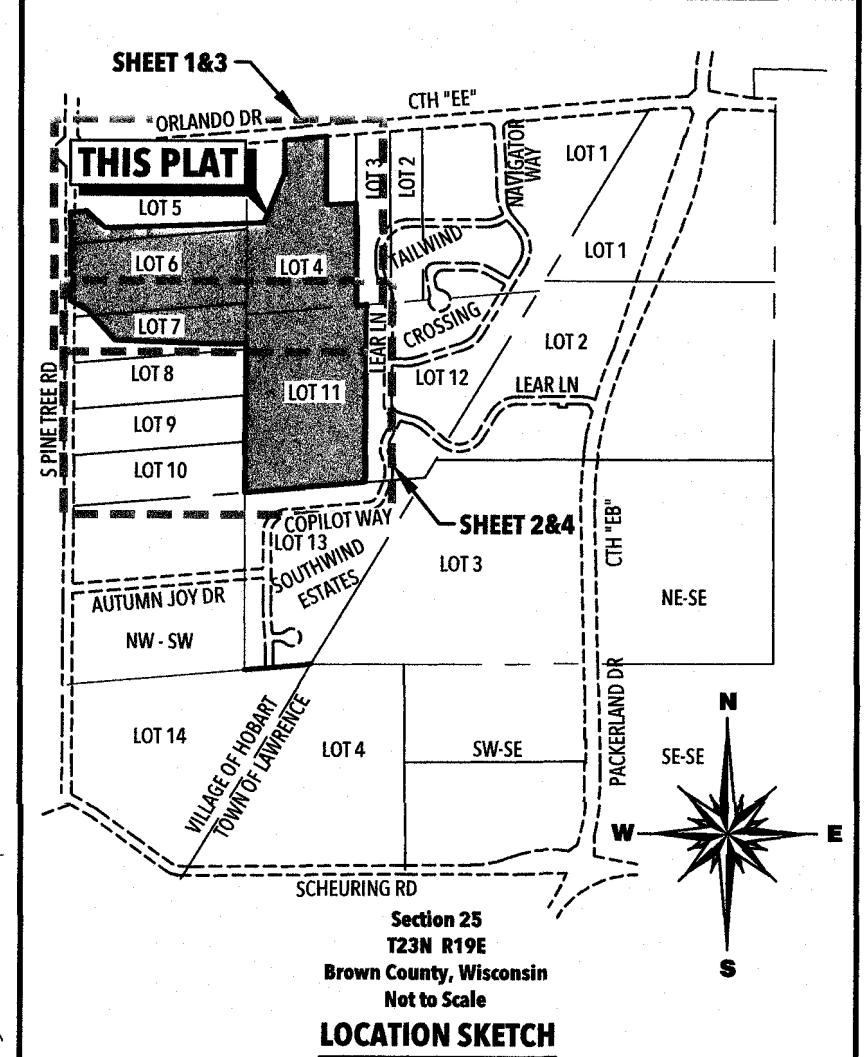
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# GATEWAY ESTATES PLANNED DEVELOPMENT DISTRICT

ALL OF OUTLOT 1 AND PART OF LOT 2, CERTIFIED SURVEY MAP NUMBER 9567, DOCUMENT NUMBER 3025405, BROWN COUNTY RECORDS, LOCATED IN ALL OF LOT 11 AND PART OF LOTS 4, 5, 6 AND 7, SECTION 25, TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

**PLATTED AREA DEDICATED TO THE PUBLIC**  
238,937 Square Feet  
5.485 Acres  
**PARCEL ID**  
HB-350  
HB-357

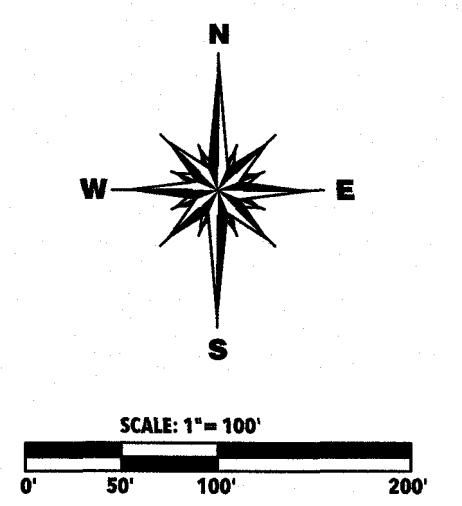
CHERYL BERKEN  
BROWN COUNTY  
REGISTER OF DEEDS  
GREEN BAY, WI  
RECORDED ON  
11/03/2023 04:10 PM  
REC. FEE: 50.00  
PAGES: 5



There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified October 19, 2023  
*Renee M. Poreg*  
Department of Administration

- LEGEND**
- Set 2.375" outside diameter x 30" iron pipe min. wt. 3.65 lb./in. ft.
- Existing 1" Iron pipe
- Existing 2" Iron pipe
- PLSS monument as noted
- Wetlands delineated by Bay Environmental Strategies, Inc. on 5/27/2022
- Environmentally sensitive area (ESA)
- 100 Year Floodplain based upon flood study prepared by Robert E. Lee & Associates, Inc. and submitted to the Wisconsin Department of Natural Resources on 2/6/2023
- Floodway



All other lot corners marked with a 1.125" outside dia x 18" iron pipe weighing 1.36 lbs./in. ft.  
Bearings are based on the Brown County Coordinate System. The west line of Lot 5, Section 25, T23N-R19E, bears N00°13'28"E.  
All linear measurements have been made to the nearest hundredth of a foot and computed to the nearest hundredth of a foot.  
All angular measurements have been made to the nearest three seconds and computed to the nearest half second.

Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	36°39'33"	222.00'	142.04'	S18°36'03.5"E	139.63'	S00°16'17"E	S36°55'50"W
C2	17°06'22"	278.00'	83.00'	N28°22'39"W	82.69'	N19°49'28"W	N36°55'50"W
C3	14°09'43"	278.00'	68.71'	N12°44'36.5"W	68.54'	N05°39'45"W	N19°49'28"W
C4	5°23'28"	278.00'	26.16'	N02°58'01"W	26.15'	N00°16'17"W	N05°39'45"W
C5	36°39'33"	278.00'	177.87'	N18°36'03.5"W	174.85'	N00°16'17"W	N36°55'50"W
C6	15°37'54"	228.00'	62.20'	N07°32'40"E	62.01'	N15°21'37"E	N00°16'17"W
C7	13°16'17"	228.00'	52.95'	N22°00'45.5"E	52.83'	N28°39'54"E	N15°21'37"E
C8	28°56'11"	228.00'	115.15'	N14°11'48.5"E	113.93'	N28°39'54"E	N00°16'17"W
C9	34°07'18"	472.00'	281.09'	N04°29'44"E	274.94'	N21°33'25"E	N21°33'25"E
C10	33°52'44"	45.00'	38.44'	N29°30'15"W	37.88'	N46°26'37"W	N12°23'53"W
C11	16°24'59"	45.00'	18.62'	N54°39'06.5"W	18.56'	N62°51'36"W	N46°26'37"W
C12	50°17'43"	45.00'	57.06'	S37°42'44.5"E	55.24'	S12°33'53"E	S62°51'36"E
C13	70°40'24"	45.00'	80.18'	N27°31'24"W	75.19'	N07°48'48"E	N62°51'36"W
C14	66°38'34"	45.00'	75.60'	N41°08'05"E	71.41'	N74°27'22"E	N07°48'48"E
C15	63°48'23"	45.00'	72.39'	S73°38'26.5"E	68.70'	S41°44'15"E	N74°27'22"E
C16	67°03'12"	45.00'	76.07'	S08°12'39"E	71.80'	S25°18'57"W	S41°44'15"E
C17	268°10'33"	45.00'	304.24'	N71°11'30.5"W	25.08'	S03°04'04"W	S25°18'57"W
C18	22°14'53"	45.00'	25.24'	S14°11'30.5"W	25.08'	S03°04'04"W	S03°04'04"W
C19	17°35'02"	45.00'	19.93'	S05°43'27"E	19.87'	S14°30'58"W	S03°04'04"W
C20	39°49'55"	45.00'	45.19'	N05°23'59.5"E	44.28'	N25°16'37"E	N14°30'58"W
C21	8°21'44"	538.00'	77.04'	S10°20'04"E	76.99'	S06°09'14"E	S14°30'58"E
C22	14°46'54"	528.00'	136.22'	S01°14'13"W	135.84'	S08°09'14"E	S06°09'14"E
C23	14°15'17"	45.00'	149.79'	S16°45'19"W	149.29'	S24°52'57"W	S08°09'14"E
C24	39°23'55"	528.00'	363.07'	S05°11'00"W	355.96'	S24°52'57"W	S14°30'58"E

Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C25	88°56'45"	12.00'	18.63'	N15°48'28.5"W	16.81'	N28°39'54"E	M60°16'51"W
C26	6°06'10"	528.00'	56.24'	S57°13'46"E	56.21'	S54°10'41"E	S60°16'51"E
C27	9°18'30"	128.00'	20.80'	S49°31'26"E	20.77'	S44°52'11"E	S54°10'41"E
C28	31°11'25"	128.00'	69.68'	S29°16'28.5"E	68.82'	S13°40'46"E	S44°52'11"E
C29	13°24'29"	128.00'	29.95'	S06°58'31.5"E	29.89'	S00°16'17"E	S13°40'46"E
C30	53°54'24"	128.00'	120.43'	S27°13'29"E	116.04'	S00°16'17"E	S54°10'41"E
C31	15°54'39"	128.00'	35.54'	S07°41'02.5"W	35.43'	S15°38'22"W	S00°16'17"E
C32	27°59'24"	128.00'	62.54'	S29°38'09"W	61.92'	S43°37'56"W	S15°38'22"W
C33	9°26'14"	128.00'	21.08'	S48°21'03"W	21.06'	S53°04'10"W	S43°37'56"W
C34	53°20'27"	128.00'	119.16'	S26°23'56.5"W	114.91'	S53°04'10"W	S00°16'17"E
C35	90°00'00"	12.00'	18.85'	N08°04'10"E	16.97'	N53°04'10"E	N36°55'50"W
C36	19°07'28"	278.00'	92.79'	S27°22'04"E	92.36'	S17°48'22"E	S36°55'50"E
C37	17°32'05"	278.00'	85.08'	S09°02'19.5"E	84.75'	S00°16'17"E	S17°48'22"E
C38	36°39'33"	278.00'	177.87'	S18°36'03.5"E	174.85'	S00°16'17"E	S36°55'50"E
C39	90°00'00"	12.00'	18.85'	N81°55'50"W	16.97'	N36°55'50"W	S53°04'10"W
C40	28°51'56"	222.00'	111.84'	N22°29'52"W	110.66'	N08°03'54"W	N36°55'50"W
C41	7°47'37"	222.00'	30.20'	N04°10'05.5"W	30.17'	N00°16'17"W	N08°03'54"W
C42	36°39'33"	222.00'	142.04'	N18°36'03.5"W	139.63'	N00°16'17"W	N36°55'50"W
C43	9°07'36"	172.00'	27.40'	N04°17'31"E	27.37'	N08°51'19"E	N00°16'17"W
C44	19°48'35"	172.00'	39.47'	N18°45'36.3"E	39.17'	N28°39'54"E	N08°51'19"E
C45	28°56'11"	172.00'	86.07'	N14°11'48.5"E	85.98'	N28°39'54"E	N00°16'17"W
C46	9°14'15"	172.00'	19.11'	N74°11'01.5"E	17.15'	S06°09'14"E	N28°39'54"E
C47	5°58'10"	472.00'	48.77'	S57°08'16"E	48.74'	S54°10'41"E	S06°09'14"E
C48	53°54'24"	72.00'	67.74'	S27°13'29"E	65.27'	S00°16'17"E	S54°10'41"E
C49	53°20'29"	72.00'	67.03'	S26°23'58.5"W	64.64'	S53°04'13"W	S00°16'17"E

Northwest Corner of Section 25 T23N-R19E  
Found MAG nail w/ washer

Point of Beginning  
N85°01'14"E  
120.00'

South Pine Tree Road  
Dedicated to the public  
N00°13'28"E 653.78'

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N00°13'28"E 653.78'

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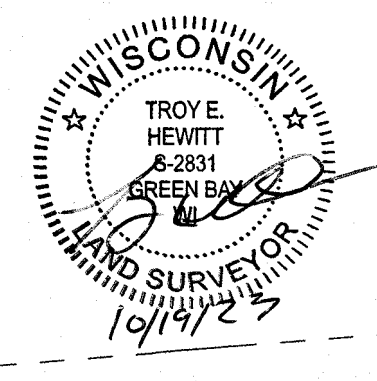
South Pine Tree Road  
Dedicated to the public  
N00°13'28"E 653.78'

**PUBLIC TRUST INFORMATION**  
Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

**REL Robert E. Lee & Associates, Inc.**  
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

**DRAWN**  
Troy Hewitt  
**CHECKED**  
Bryan Peffer

**DATE**  
4/20/2023  
**FILE**  
4329149\_final.dwg  
**JOB NO.**  
4329149  
**SURVEY NOTE**  
See sheets 3 and 4 for environmentally sensitive area (ESA) dimensions  
Revised: 10/13/2023- DOA and Brown County comments



Start of navigability of the unnamed tributary to Hemlock Creek as determined by the DNR on 12/15/2022