



Village of Hobart
Village Office 2990 S. Pine Tree Rd, Hobart, WI
www.hobart-wi.org - 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 May 10th 2023 at 5:30 PM in the Village Office. **NOTICE OF POSTING:** Posted this 8th day of May, 2023 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village's website.

MEETING NOTICE – PLANNING AND ZONING COMMISSION

Date/Time: Wednesday May 10th 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 April 12th 2023 (Page 2)
4. Public Comment on Non-Agenda Items

ACTION ITEMS

5. DISCUSSION AND ACTION – Election of Commission Chairperson and Vice Chairperson

6. DISCUSSION AND ACTION – Consider Final Plat for Gateway Estates Subdivision (Parcels HB-350 & HB-357, South Pine Tree Rd. & Orlando Dr.) (Page 4)

Lexington Homes, Inc. is proposing a 58-lot subdivision near the intersection of S. Pine Tree Rd. and Orlando Dr. (parcels HB-350 & HB-357). The plat that has been submitted is the final plat that would have 58 residential lots, and 4 Outlots (largely for storm water and environmental sensitive areas). Public access into this subdivision will be from a new public roadway leading from S. Pine Tree Rd. This request is for the final plat and is very close to the preliminary plat with the only revisions being for utility and landscape easements and minor relocation of interior lot lines. There is no change to the roadway layout or total number of lots from what was submitted with the preliminary plat.

7. ADJOURN

Aaron Kramer, Village Administrator

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. Any person wishing to attend, who, because of disability requires special accommodations, should contact the Village Clerk-Treasurer 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, April 12, 2023 – 5:30 pm

1. Call to Order, Roll Call:

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

2. Verify/Modify/Approve Agenda:

Motion by Tom Dennee, seconded by Bob Ross, to approve the agenda as presented. All in favor. Motion carried.

3. Approval of Planning & Zoning Minutes:

Motion by Bob Ross, seconded by Jeff Ambrosius, to approve the March 8, 2023 minutes as presented. All in favor. Motion carried.

4. Public Comment on Non-Agenda Items:

Comments made by the following residents:

- Ben Manders, 1439 Lear Lane, Hobart, WI 54115
- Daniel Diedrick, 521 Fernando Drive, Hobart, WI 54115

5. Consider a two lot CSM dividing one parcel into two separate parcels of 3.00 acres and 2.00 acres (4313 Hillcrest Dr., HB-583-2):

Director of Planning & Code Compliance, Todd Gerbers, presented the proposed CSM to the committee.

The commission members discussed the application.

Motion by Tom Dennee, seconded by David Johnson to recommend approval of the CSM as presented to the Village Board. All in favor. Motion carried.

6. Rezoning of Parcels HB-479-3 and HB-579-6 (4482 Forest Road) from R-2: Residential District to R-2-R: Rural Residential District:

Director of Planning & Code Compliance, Todd Gerbers, presented the rezoning application to the committee.

Comments made by the following residents:

- Judith Knilans, Property Owner of 4482 Forest Rd., Hobart, WI 54155
- Annette King, 4493 Forest Road, Hobart, WI 54155
- Kevin Lambert, 4496 Forest Road, Hobart, WI 54155
- Sigurdur Witt, 4606 Crooked Creek Lane, Hobart, WI 54155
- Donna Severson, 362 Crosse Point Court, Hobart, WI 54155

The committee discussed the rezoning application.

Motion made by Dave Dillenburg, seconded by Tom Dennee to recommend approval to the Village Board. All in favor. Motion carried.

7. Consider an ordinance amending Chapter 295-143 (Legal Description) of the PDD #2 – Zoning District of the Village Municipal Code:

Director of Planning & Code Compliance, Todd Gerbers, presented the committee with the proposed amendment.

Comments made by the following residents:

- Ben Manders, 1439 Lear Lane, Hobart, WI 54115
- Daniel Diedrick, 521 Fernando Drive, Hobart, WI 54115

The committee members discussed.

Motion by Jeff Ambrosius, seconded by Tom Dennee to recommend approval to the Village Board. All in favor. Motion carried.

8. Consider an ordinance to replace Chapter 290 – Floodplain Zoning of the Village Municipal Code to make it compliant with FEMA regulations and state statutes:

Director of Planning & Code Compliance, Todd Gerbers, presented the committee with the proposed ordinance.

The committee members discussed.

Motion by Tom Dennee, seconded by Bob Ross to recommend approval to the Village Board. All in favor. Motion carried.

9. Adjourn:

Motion by Dave Dillenburg, seconded by Jeff Ambrosius, to adjourn at 6:39pm. All in favor. Motion carried.



TO: Planning & Zoning Commission

**RE: Consider Final Plat for Gateway Estates
Subdivision, Parcels HB-350 & HB-357, S. Pine Tree Rd. &
Orlando Dr.**

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: May 10, 2023

ISSUE: Review and discuss proposed 58 lot, residential, final plat, HB-350 & HB-357

RECOMMENDATION: Staff recommends approval

GENERAL INFORMATION

1. Owner: Lexington Homes, Inc.
2. Agent(s)/Petitioner(s): Troy Hewitt / Robert E. Lee & Associates, Inc.
3. Parcel(s): HB-350 & HB-357
4. Present Zoning: PDD #2: Orlando / Packerland Planned Development District

ZONING REQUIREMENTS

Lexington Homes, Inc. is proposing a 58-lot subdivision near the intersection of S. Pine Tree Rd. and Orlando Dr. (parcels HB-350 & HB-357). The plat that has been submitted is the final plat that would have 58 residential lots, and 4 Outlots (largely for storm water and environmental sensitive areas).

By ordinance all single family lots shall have a minimum of 70 of lot width and 8,400 square feet of lot area. There are some lots located along the interior curve of the proposed roadway or along the bulb of the cul-de-sac that are shown to have less than the 70 feet at the front property line. However, they are compliant with the Village Code as the definition of lot width is stated as “*The horizontal distance between the side lot lines of a lot, measured at the narrowest width within the first 30 feet of lot depth immediately in back of the front yard setback line*”. Based on the definition, these lots will all meet and exceed the 70 foot lot width as required in this zoning district.

Public access into this subdivision will be from a new public roadway leading from S. Pine Tree Rd.

This request is for the final plat and is very close to the preliminary plat with the only revisions being for utility and landscape easements and minor relocation of interior lot lines. There is no change to the roadway layout or total number of lots from what was submitted with the preliminary plat.

RECOMMENDATION/CONDITIONS

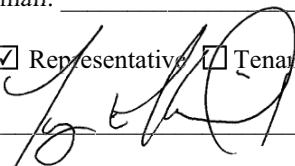
Staff recommends approval of this Final Plat for Gateway Estates as submitted.



- 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: 4/20/2023
 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: 4/20/2023

OWNER INFORMATION

Owner(s): LEXINGTON HOMES Date: 4/20/2023
 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: ORLANDO DR & S PINE TREE RD Parcel #: HB-350 / HB-357
 Proposed Project Type: SUBDIVISION PLAT
 Current Use of Property: AG/WOODDED Zoning: PDD #2
 Land Uses Surrounding Site:
 North: COMMERCIAL
 South: RESIDENTIAL
 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.**

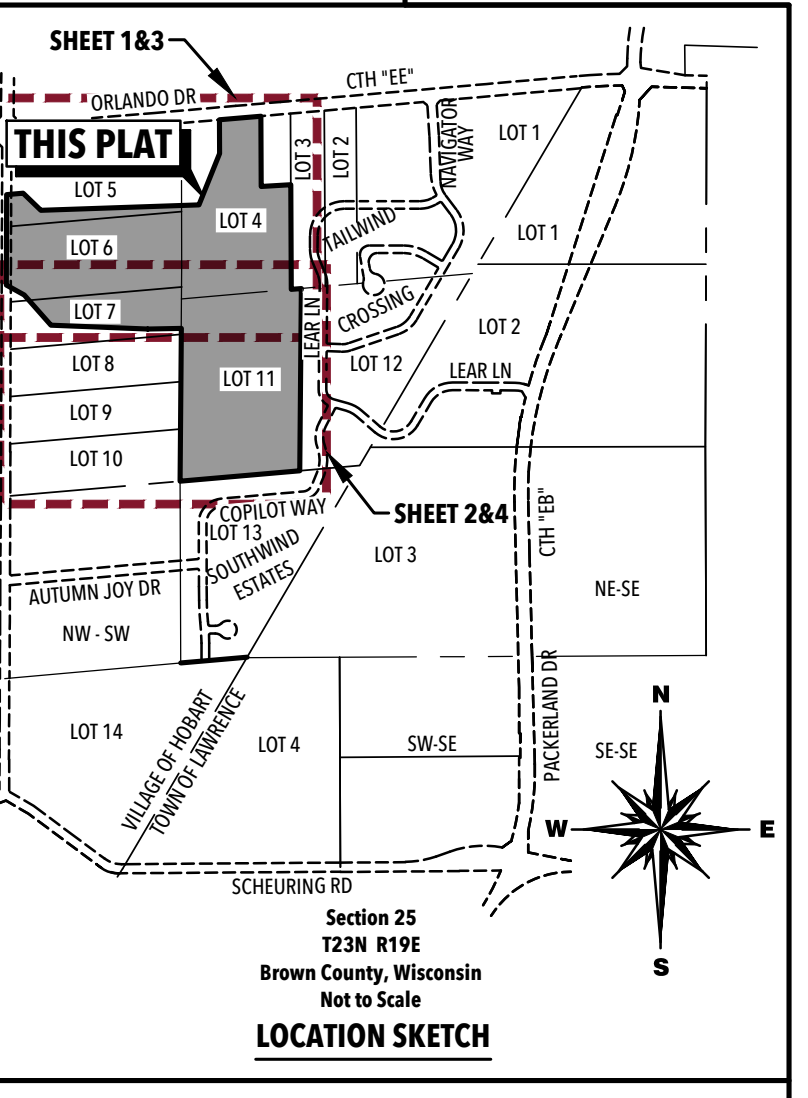
- **Application fees are due at time of submittal. Make check payable to Village of Hobart.**
- **Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE**

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
236,937 Square Feet
5.485 Acres

PARCEL ID
HB-350
HB-357



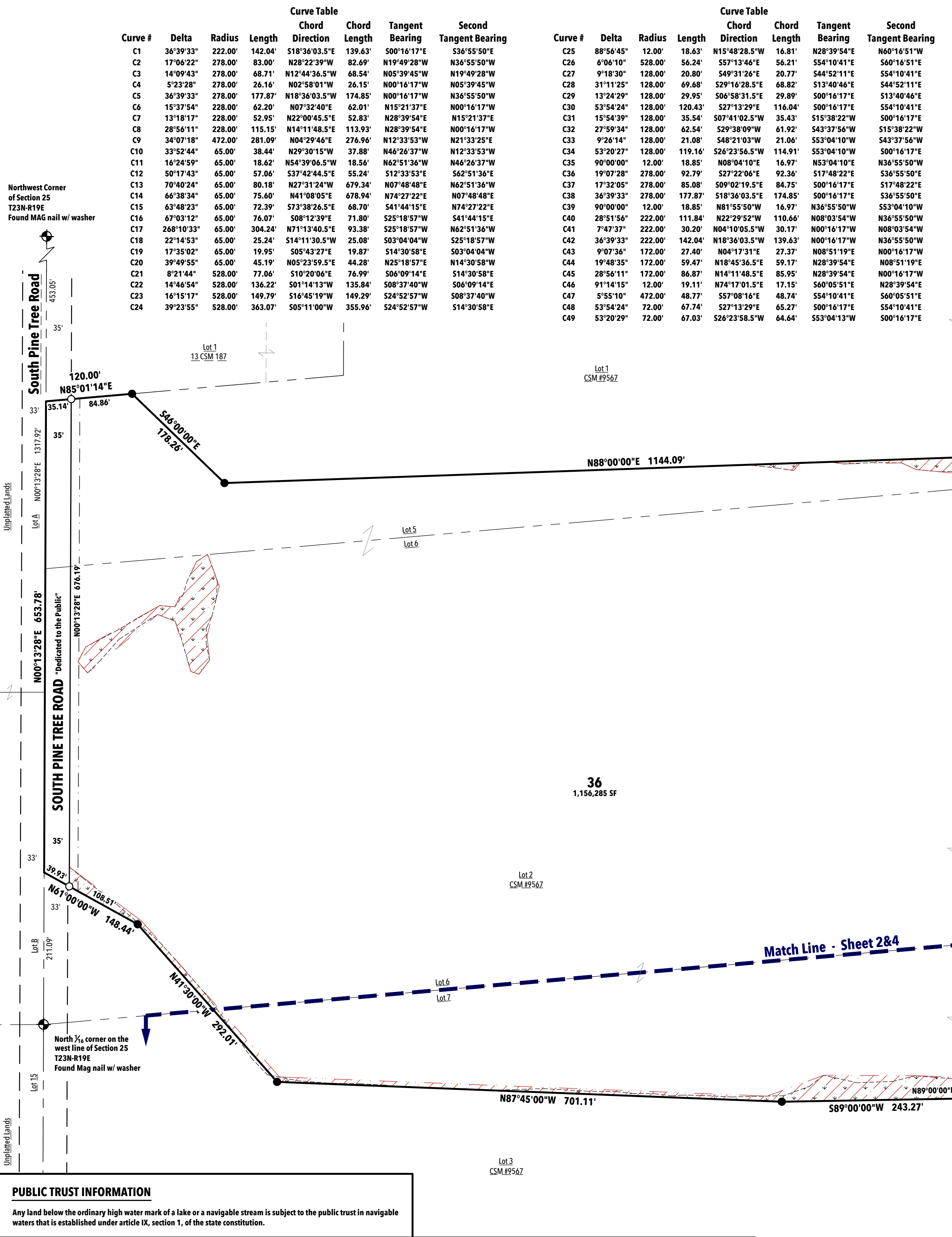
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

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	139.43'	S00°16'17"E	S36°55'50"E
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"E	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	S54°10'41"E
C7	13°18'17"	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°29'46"E	276.96'	N12°33'53"W	N21°33'25"E
C10	33°52'44"	472.00'	38.44'	N29°30'15"W	37.88'	N46°26'37"W	N00°16'17"E
C11	16°24'59"	65.00'	18.56'	N54°39'06.5"E	18.56'	N62°51'36"W	N46°26'37"W
C12	50°17'43"	65.00'	57.06'	S37°42'44.5"E	55.24'	S12°33'53"E	S62°51'36"E
C13	70°40'24"	65.00'	80.18'	N27°31'24"W	679.34'	N07°48'48"E	N62°51'36"W
C14	66°38'34"	65.00'	75.60'	N41°08'05"E	678.94'	N74°27'22"E	N07°48'48"E
C15	63°48'23"	65.00'	72.39'	S73°38'26.5"E	68.70'	S41°44'15"E	N74°27'22"E
C16	67°03'12"	65.00'	76.07'	S08°12'39"E	71.80'	S29°18'57"W	S41°44'15"E
C17	268°10'33"	65.00'	304.24'	N71°13'40.5"E	93.38'	S25°18'57"W	N62°51'36"W
C18	22°14'53"	65.00'	25.24'	S14°11'30.5"W	25.08'	S03°04'04"W	S25°18'57"W
C19	17°25'02"	65.00'	19.95'	S05°43'27"E	19.87'	S14°30'58"E	S03°04'04"W
C20	39°49'55"	65.00'	45.19'	N05°23'59.5"E	44.28'	N25°18'57"E	N14°30'58"W
C21	8°21'44"	528.00'	77.06'	S10°20'06"E	76.99'	S06°09'14"E	N00°16'17"W
C22	14°46'54"	528.00'	136.22'	S01°14'13"W	135.84'	S08°37'40"W	S06°09'14"E
C23	16°15'17"	528.00'	149.79'	S16°45'19"W	149.29'	S24°52'57"W	S08°37'40"W
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	N60°16'51"W
C26	4°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°21'26"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"E	35.43'	S15°38'22"W	S00°16'17"E
C32	27°59'34"	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°22'06"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	139.43'	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'	59.47'	N18°45'36.5"E	59.17'	N28°39'54"E	N08°51'19"E
C45	28°56'11"	172.00'	86.87'	N14°11'48.5"E	85.95'	N28°39'54"E	N00°16'17"W
C46	91°14'15"	12.00'	19.11'	N74°17'01.5"E	17.15'	S60°05'51"E	N28°39'54"E
C47	5°55'10"	472.00'	48.77'	S57°08'16"E	48.74'	S54°10'41"E	S60°05'51"E
C48	53°54'24"	472.00'	67.74'	S27°13'29"E	65.27'	S00°16'17"E	S54°10'41"E
C49	53°20'29"	472.00'	67.03'	S26°23'58.5"W	64.64'	S53°04'13"W	S00°16'17"E



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.

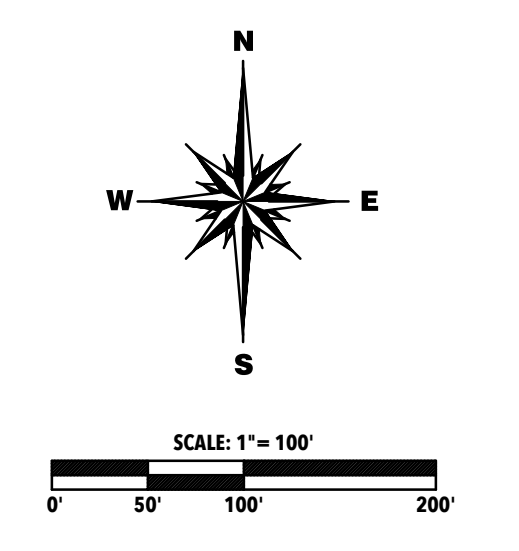
SHEET NO.
1 of 5

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

DRAWN Troy Hewitt	DATE 4/20/2023
CHECKED Bryan Pfeffer	FILE 4329149_final.dwg
	JOB NO. 4329149

SURVEY NOTE
See sheets 3 and 4 for environmentally sensitive area (ESA) dimensions

- LEGEND**
- Set 2.375" outside diameter x 30" iron pipe min. wt. 3.65 lb./lin. ft.
 - Existing 1" iron pipe
 - Existing 2" iron pipe
 - PLSS monument as noted
 - Wetlands delineated by Bay Environmental Strategies, Inc. on 5/27/2023
 - 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 6/6/2023
 - Floodway



All other lot corners marked with a 1.125" outside dia x 18" iron pipe weighing 1.38 lbs/lin. ft.

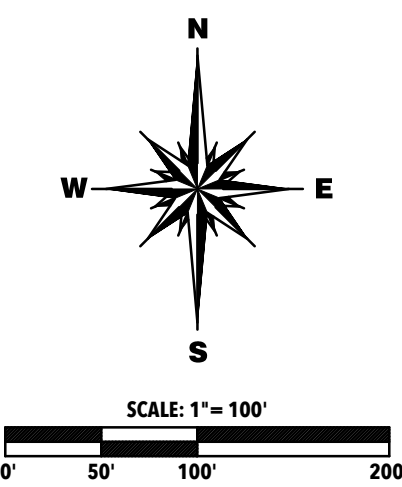
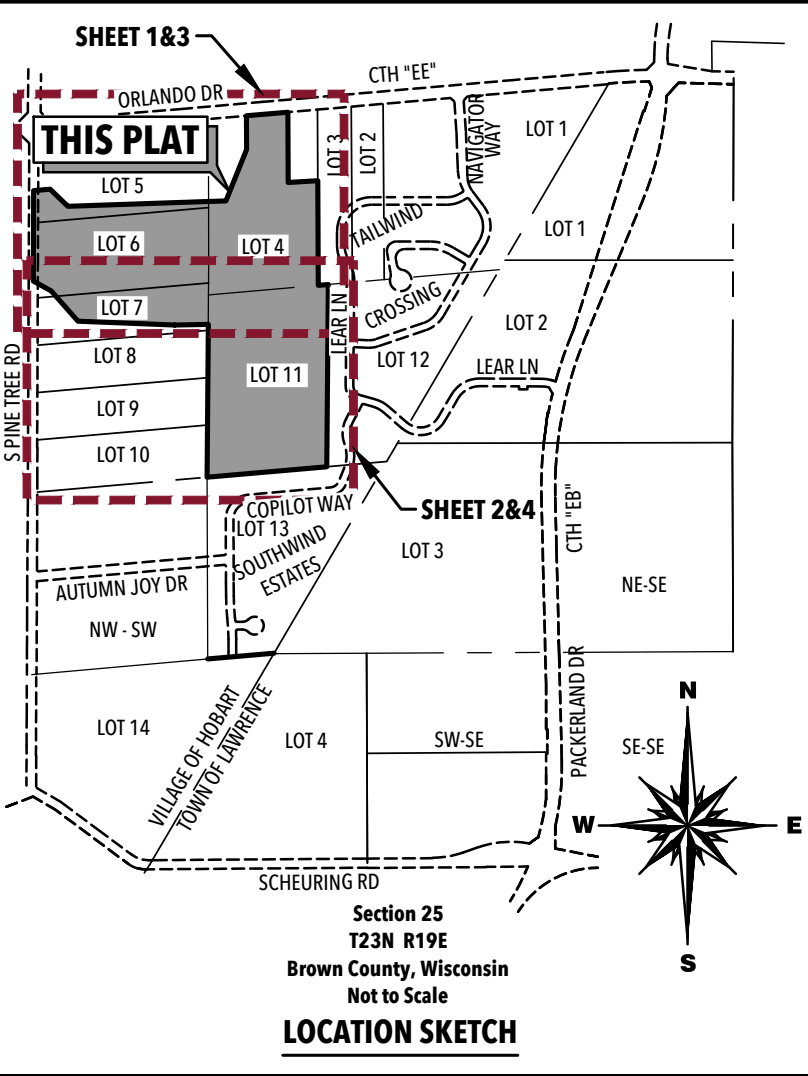
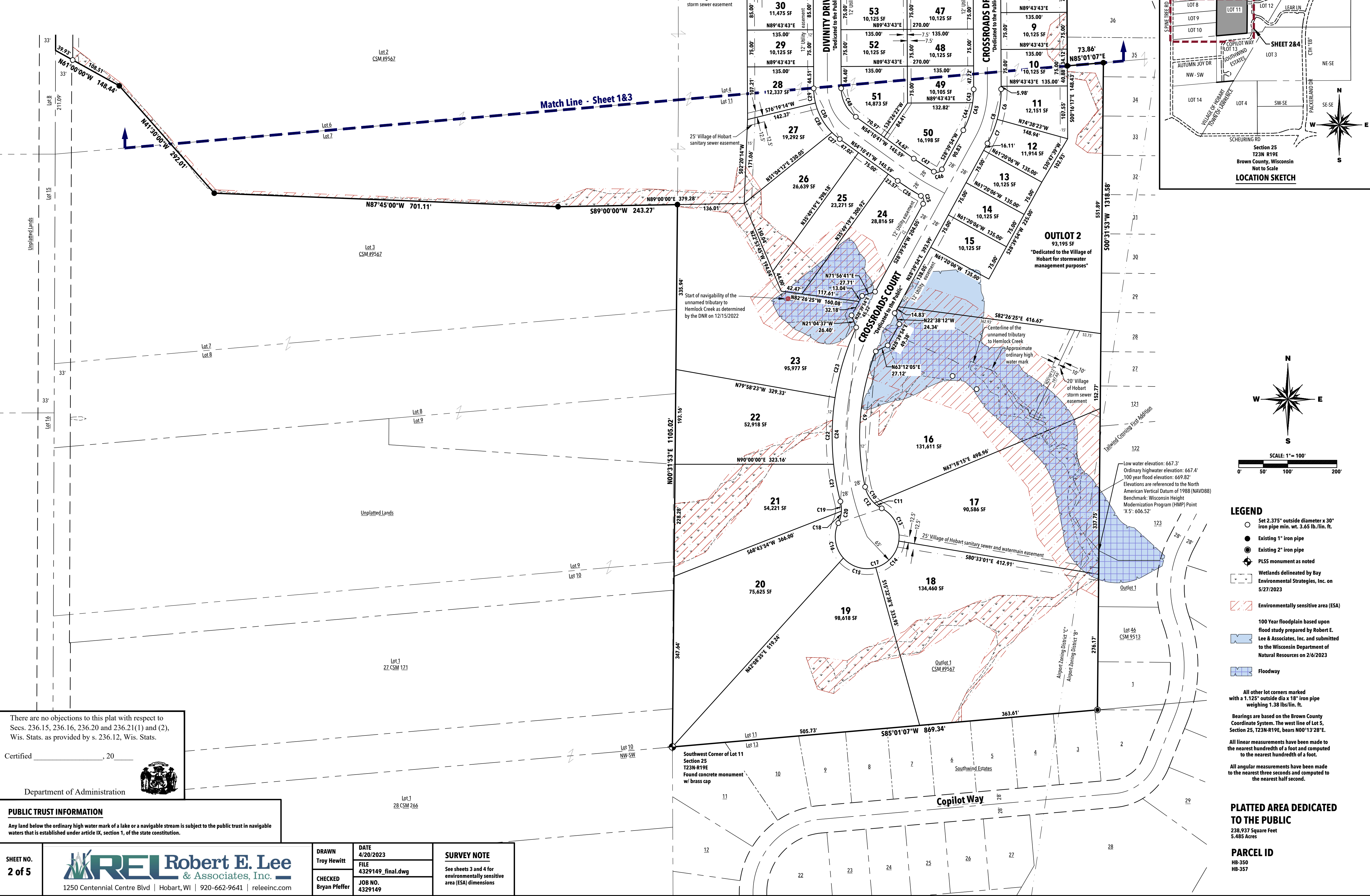
Bearings are based on the Brown County Coordinate System. The west line of Lot 5, Section 25, T23N-R19E, bears N00°13'28"E.

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.

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



- LEGEND**
- Set 2.375" outside diameter x 30" iron pipe min. wt. 3.65 lb./lin. ft.
 - Existing 1" iron pipe
 - Existing 2" iron pipe
 - ⊕ PLS monument as noted
 - Wetlands delineated by Bay Environmental Strategies, Inc. on 5/27/2023
 - 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 1.38 lbs/lin. 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.

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

Certified _____, 20____



Department of Administration

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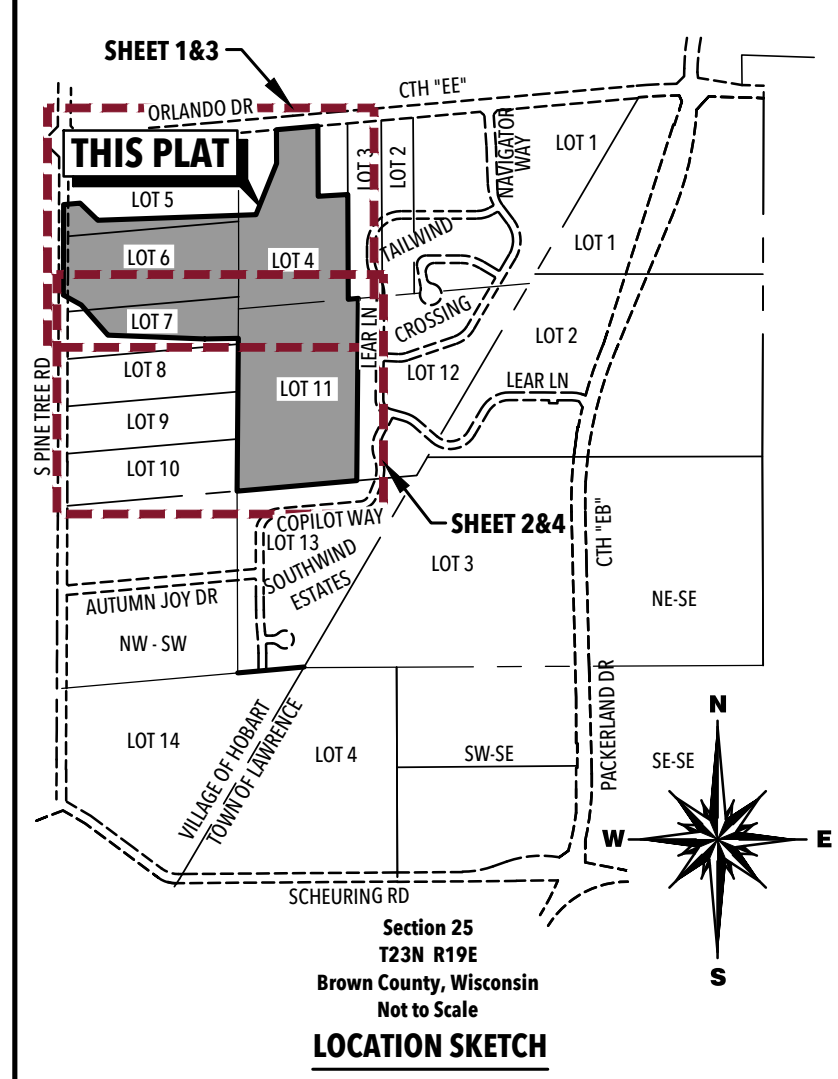
SHEET NO. 2 of 5	 1250 Centennial Centre Blvd Hobart, WI 920-662-9641 releecinc.com	DRAWN Troy Hewitt	DATE 4/20/2023
		CHECKED Bryan Pfeffer	FILE 4329149_final.dwg JOB NO. 4329149

SURVEY NOTE
See sheets 3 and 4 for environmentally sensitive area (ESA) dimensions

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

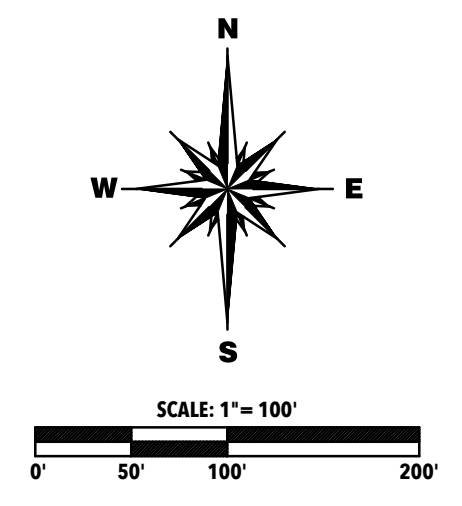
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There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____
Department of Administration



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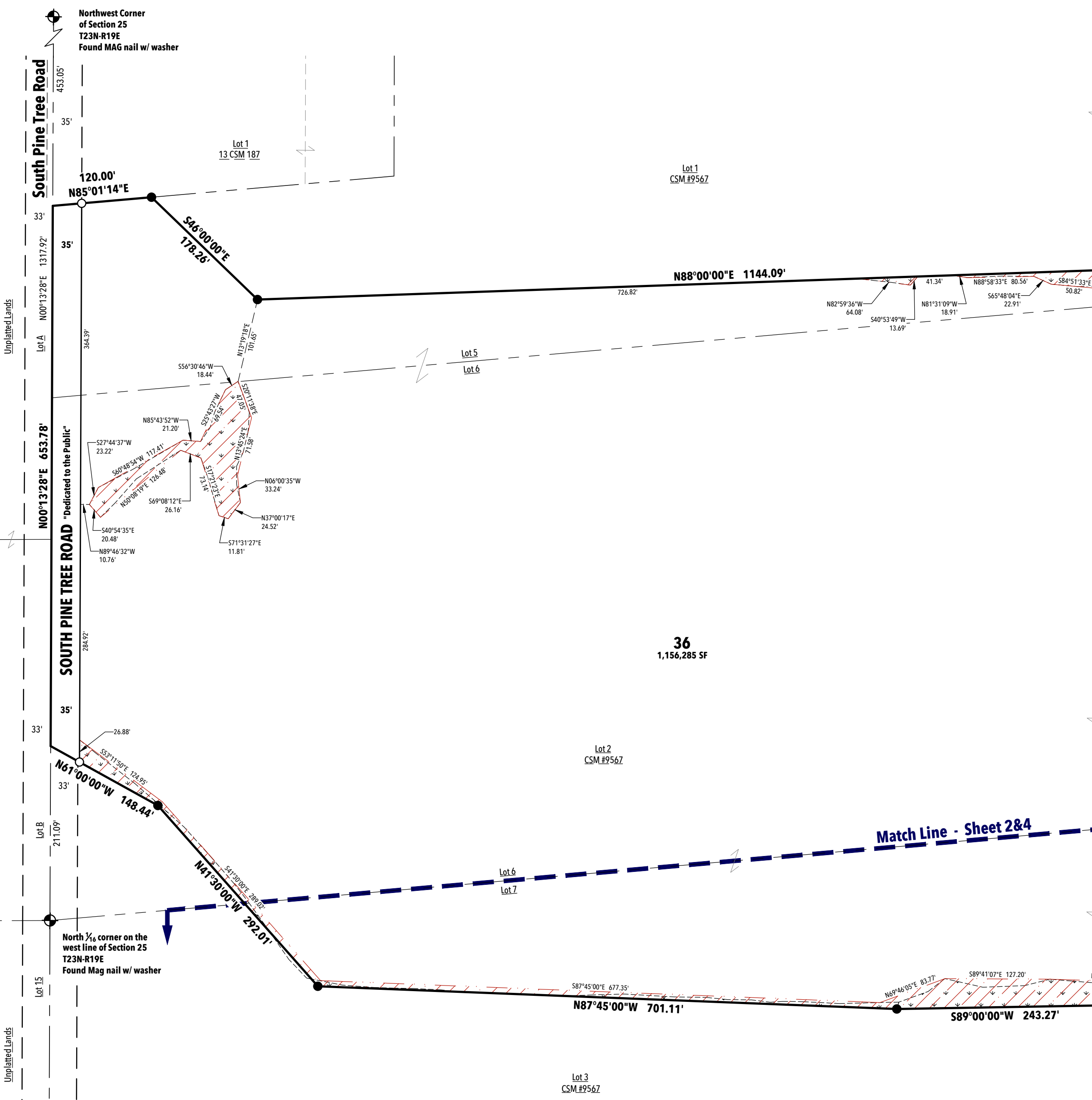
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All angular measurements have been made to the nearest three seconds and computed to the nearest half second.

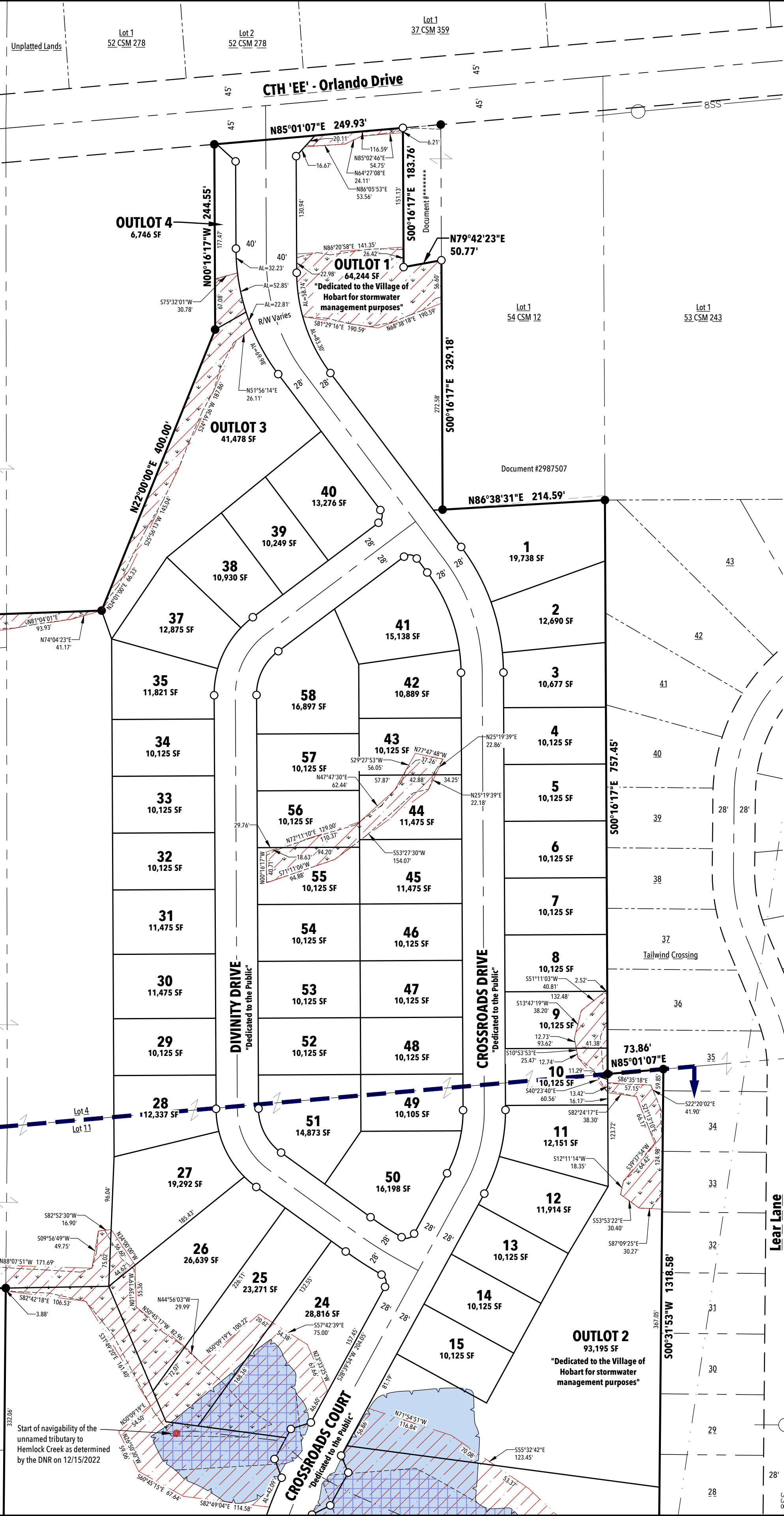
PLATTED AREA DEDICATED TO THE PUBLIC
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PARCEL ID
HB-350
HB-357



ENVIRONMENTALLY SENSITIVE AREA (ESA DIMENSIONS)

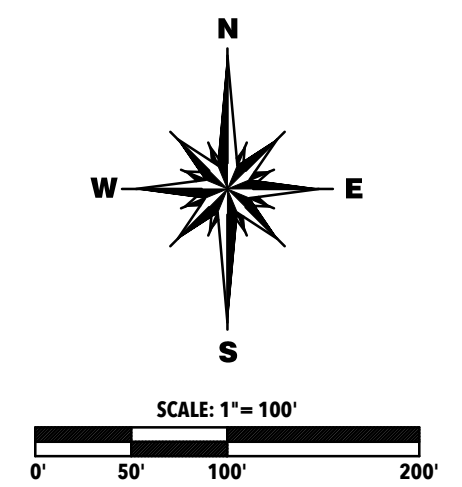
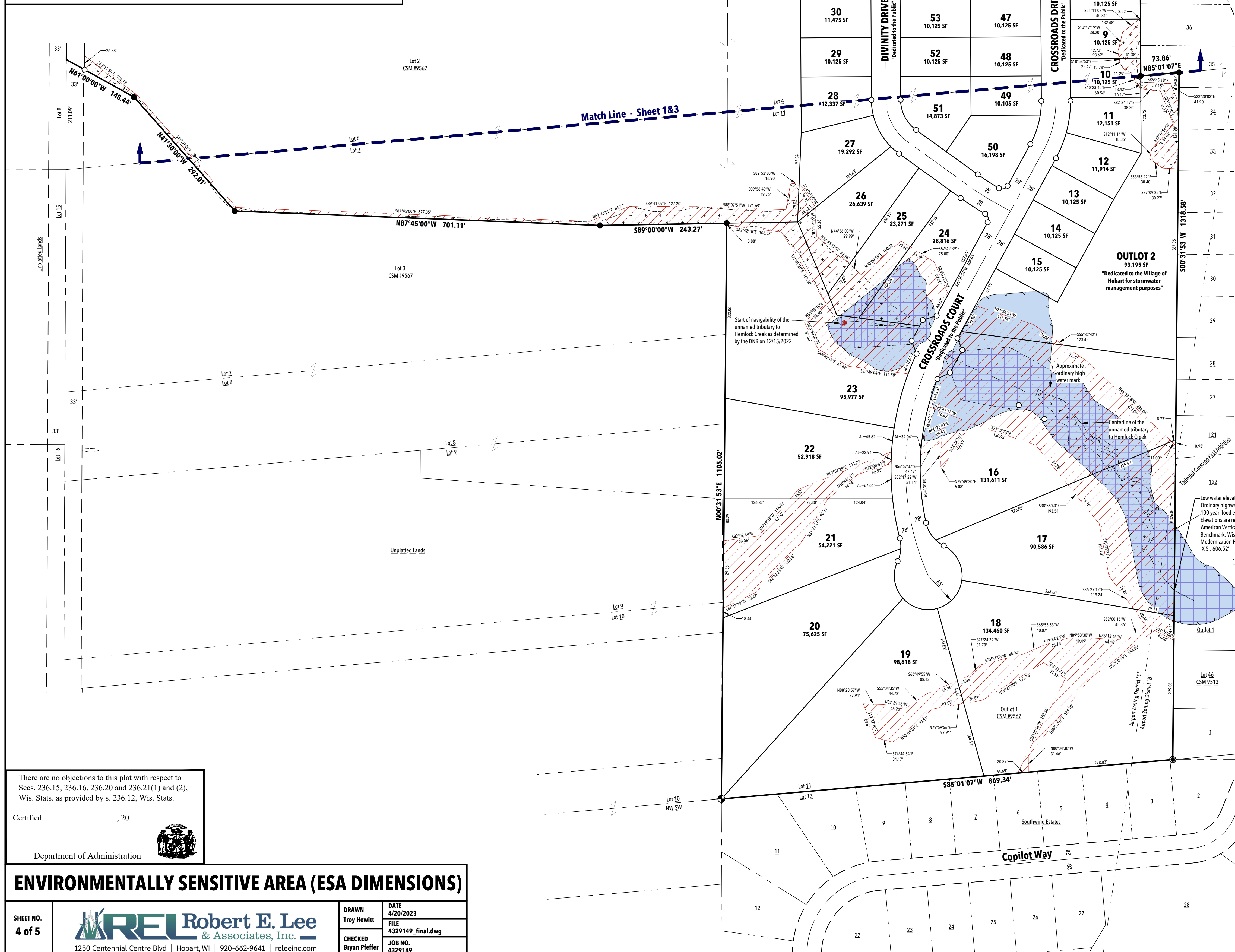
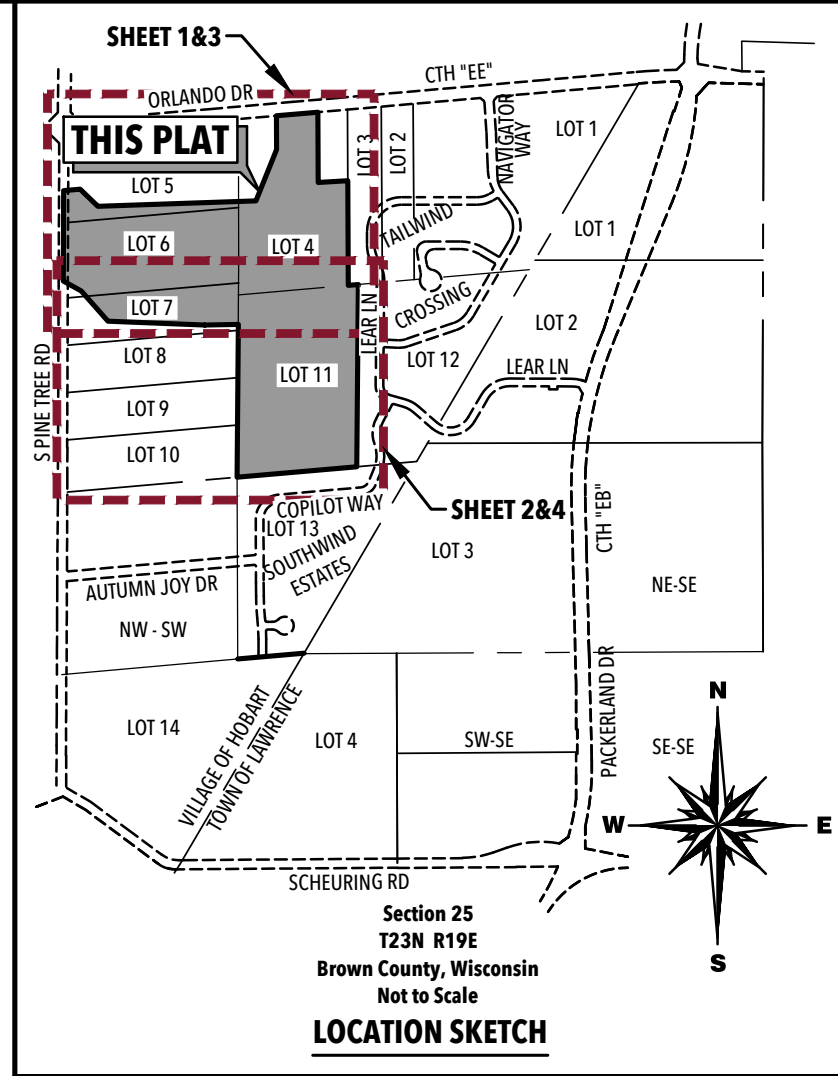
SHEET NO. 3 of 5	Robert E. Lee & Associates, Inc. 1250 Centennial Centre Blvd Hobart, WI 920-662-9641 releinc.com	DRAWN Troy Hewitt	DATE 4/20/2023
		CHECKED Bryan Pfeffer	FILE 4329149_final.dwg
		JOB NO. 4329149	



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

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



- LEGEND**
- Set 2.375" outside diameter x 30" iron pipe min. wt. 3.65 lb./lin. ft.
 - Existing 1" iron pipe
 - ⊙ Existing 2" iron pipe
 - ⊕ PLSS monument as noted
 - ▭ Wetlands delineated by Bay Environmental Strategies, Inc. on 5/27/2023
 - ▨ 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 1.38 lbs/lin. 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.

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

Certified _____, 20____



Department of Administration

ENVIRONMENTALLY SENSITIVE AREA (ESA DIMENSIONS)

SHEET NO. 4 of 5	Robert E. Lee & Associates, Inc. 1250 Centennial Centre Blvd Hobart, WI 920-662-9641 releinc.com	DRAWN Troy Hewitt	DATE 4/20/2023
		CHECKED Bryan Pfeffer	FILE 4329149_final.dwg JOB NO. 4329149

PLATTED AREA DEDICATED TO THE PUBLIC
238,937 Square Feet
5.485 Acres

PARCEL ID
HB-350
HB-357

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

RESTRICTIVE COVENANT

The undersigned, being the owner of the real estate legally described on Sheet 5 of 5 and mapped on Sheets 1 and 2 of this plat (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, 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 an 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.

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 teletype 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 the 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: Jeffrey Marlow Its: Jeffrey Marlow Print Title STATE OF WISCONSIN) COUNTY OF BROWN) SS Personally came before me this day of 2023, the above signed owners of the Subject Real Estate, namely to me known to be the person who executed the foregoing instrument. Notary Public, Brown County, WI My Commission Expires

OWNER'S CERTIFICATE OF DEDICATION

Lexington Homes Inc. a corporation duly organized and by virtue of the laws of the State of Wisconsin, as the property owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Lexington Homes Inc. does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

VILLAGE OF HOBART BROWN COUNTY PLANNING COMMISSION DEPARTMENT OF ADMINISTRATION

Dated this day of 2023.

By Print Name: Jeffrey Marlow Title Date

STATE OF WISCONSIN) COUNTY) SS

Personally came before me this day of 2023, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public, Wisconsin My commission expires

OWNER'S CERTIFICATE OF DEDICATION

Appleton Family LTD Partnership, a partnership duly organized and by virtue of the laws of the State of Wisconsin, as the property owner, does hereby certify that said partnership caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Appleton Family LTD Partnership does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

VILLAGE OF HOBART BROWN COUNTY PLANNING COMMISSION DEPARTMENT OF ADMINISTRATION

Dated this day of 2023.

By Print Name: Jim Appleton Title Date

STATE OF WISCONSIN) COUNTY) SS

Personally came before me this day of 2023, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said partnership, and acknowledged that they executed the foregoing instrument as such officers as the deed of said partnership, by its authority.

Notary Public, Wisconsin My commission expires

SURVEYOR'S CERTIFICATE

I, Troy E. Hewitt, Professional Land Surveyor, hereby certify that by the order and under the direction of the owners listed herein, I have surveyed, divided and mapped a parcel of land being 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 more fully described as follows:

Commencing at the Northwest corner of said Section 25; thence S00°13'28"W, 453.05 feet on the west line of said Section 25, the POINT OF BEGINNING; thence N85°01'14"E, 120.00 feet on the north line of said Lot 2; thence S46°00'00"E, 178.26 feet on said north line; thence N88°00'00"E, 1144.09 feet on said north line to a west line of said Lot 2; thence N22°00'00"E, 400.00 feet on said west line; thence N00°16'17"W, 244.55 feet on said west line to the south right of way of County Trunk Highway EE (aka Orlando Drive); thence N85°01'07"E, 249.93 feet on said south right of way to the northwest corner of lands described in Document Number *****; thence S00°16'17"E, 183.76 feet on the west line of said lands to the southwest corner thereof; thence N79°42'23"E, 50.77 feet on the south line of said lands to the east line of said Lot 2; thence S00°16'17"E, 329.18 feet on said east line; thence N86°38'31"E, 214.59 feet on said east line; thence S00°16'17"E, 757.45 feet on said east line; thence N85°01'07"E, 73.86 feet on said east line; thence S00°31'53"W, 1318.58 feet on said east line and continuing on the east line of said Outlot 1 to the southeast corner of said Outlot 1; thence S85°01'07"W, 869.14 feet on the south line of said Outlot 1 to the southwest corner thereof; thence N00°31'53"E, 1105.02 feet on said west line to the northwest corner of said Outlot 1; thence S89°00'00"W, 243.27 feet on the south line of said Lot 2; thence N87°45'00"W, 701.11 feet on said south line; thence N41°30'00"W, 292.01 feet on said south line; thence N6°10'00"W, 148.44 feet on said south line to the west line of said Section 25; thence N00°13'28"E, 653.78 feet on said west line to the Point of Beginning.

Said parcel contains 2,953,649 Square Feet (67.806 Acres) of land more or less. Subject to easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes in the surveying, dividing and mapping of the same.

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

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

Certified , 20 Department of Administration

BROWN COUNTY PLANNING COMMISSION CERTIFICATE

Approved by the Brown County Planning Commission this day of 2023.

Dan Teaters Senior Planner

VILLAGE OF HOBART CERTIFICATE

Approved by the Village of Hobart this day of 2023.

Katrina Bruecker Village Clerk

VILLAGE OF HOBART TREASURER'S CERTIFICATE

I, being the duly appointed, qualified and acting Treasurer of the Village of Hobart, do hereby certify that in accordance with the records in my office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

Katrina Bruecker Village Treasurer Date

BROWN COUNTY TREASURER'S CERTIFICATE

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

Paul D. Zeller Brown County Treasurer Date

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by LEXINGTON HOMES, INC., Grantor, and APPLETON FAMILY LTD PARTNERSHIP, Grantor, to WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee, and Northeast Telephone Company, LLC Wisconsin Bell Inc. d/b/a AT&T Wisconsin, a Wisconsin Corporation Brown County C-Lec, LLC, Spectrum,

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, 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 plat designated as "Utility Easement" and the property designated on the plat 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, 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.

RESTRICTIVE COVENANTS

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

No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

OUTLOT RESTRICTIVE COVENANT

With the recording of this plat, the following shall apply to the specified Outlots:

- 1. Outlots 1 and 2 are to be dedicated to the Village of Hobart for storm water management purposes.
2. Outlots 3 and 4 are to be used for future development and/or other uses and enjoyment as desired by the owner of record and shall be maintained by the owner of record.

AIRPORT ZONING DISTRICT NOTE

The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

SURVEY NOTES

A shoreland permit from the Village of Hobart Zoning Administrator's office is required for Lots xxx prior to construction, fill, excavation, or grading activity within 300 feet of the Ordinary High Water Mark (OHWM) of navigable rivers or streams.

A Brown County Highway Department access permit must be obtained prior to any construction of a new street/road connection or driveway to a County Trunk Highway.

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.

EROSION CONTROL NOTE

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.

SHEET NO. 5 of 5 REL Robert E. Lee & Associates, Inc. 1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

DRAWN Troy Hewitt FILE 4/20/2023 CHECKED Bryan Pfeiffer JOB NO. 4329149