 <p>VILLAGE OF HOBART GREATNESS IS GROWING Village of Hobart Village Office 2990 S. Pine Tree Rd, Hobart, WI www.hobart-wi.org - www.buildinhobart.com</p>	<p>Notice is hereby given according to State Statutes that the PLANNING AND ZONING COMMISSION of the Village of Hobart will meet on Wednesday March 9th 2022 NOTICE OF POSTING: Posted this 4th day of March, 2022 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village's website.</p>
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MEETING NOTICE – PLANNING AND ZONING COMMISSION

Date/Time: Wednesday March 9th 2022 (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 – February 9th 2022 (Page 3)
4. Public Comment on Non-Agenda Items

ACTION ITEMS

5. DISCUSSION AND ACTION – Consider a 2 Lot Certified Survey Map (CSM) creating two new parcels of 5.29 and 5.17 acres (980 Fernando Drive / S. Pine Tree Road, HB-198) (Page 4)

The property owner is proposing a two Lot CSM creating two new parcels of 5.29 and 5.17 acres along S. Pine Tree Rd. from the larger parcel located at 980 Fernando Dr. which will be reduced to 17.935 acres. The entire existing 28.395 acre parcel is currently zoned A-2: Exclusive Agriculture and the proposed CSM would create two new lots that maintain compliance with Village Code requirements by maintaining a minimum of 200 feet of lot frontage and a minimum of 5 acres in lot area. (Owner: John & Barbara Vandeurzen)

6. DISCUSSION AND ACTION – Consider a 2 Lot CSM creating two new parcels of 3.529 and 3.154 acres (Founders Terrace, HB-524-1) (Page 11)

The property owner is proposing a two lot CSM splitting one 7.044 acre parcel in to two parcels of 3.529 and 3.514 acres in the area bound by Founders Terrace, Larsen Orchard Parkway and Centerline Dr. The existing parcel is currently zoned PDD#1: Centennial Centre at Hobart District and the proposed CSM would create two new lots that maintain compliance with Village Code requirements by maintaining “sufficient area for green space requirements, parking and stormwater management requirements”. These requirements will be reviewed and verified during the Site Review Committee process once a development is submitted for review. (Owner: North Hobart Business Park, LLC)

7. DISCUSSION AND ACTION – Discussion and action on Use Specific Standards for Conditional Use Review / Approval for Brewery/Distillery/Winery (Page 20)

The operation of a brewery/distillery/winery establishment was recommended as a conditional use in the A-1: Agricultural District back at the February 2022 Planning & Zoning Commission meeting. As a condition of the recommendation for approval of this zoning ordinance modification, the commission requested that Village Staff bring back a list of items detailing “Use Specific Standards” to be utilized by the Planning & Zoning Commission and Village Board when reviewing such a conditional use request. These standards are also intended to aid the developer during their review process as well as operation of the establishment while also incorporating some buffering requirements for adjoining properties.

8. DISCUSSION AND ACTION – Bay-Lake Regional Planning Commission

Staff was contacted last year about the Village's interest in joining the Commission. While the Commission allows individual communities to become members at this time, there will be a change in 2022. At a 2021 meeting of the Commission's Executive Committee, a motion was approved to end future individual community membership in the Commission. This will take effect on June 10, 2022. Any community that is, or becomes, a member of the Commission prior to June 1, 2022, will be grandfathered in. Additionally, if a community chooses to cease membership after June 2022, it will not be able to rejoin. The only opportunity to utilize the Commission's services at that point will be through full county membership.

9. ADJOURN

Aaron Kramer, Village Administrator

COMMISSION MEMBERS: Rich Heidel (Chairperson), Dave Dillenberg (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 Commission Minutes
Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI
Wednesday, February 9, 2022 – 5:30 pm

1. **Call to Order, Roll Call:**
 The meeting was called to order by Rich Heidel at 5:31pm. Roll call: Bob Ross, excused; John Rather, aye; Rich Heidel, aye; Dave Dillenburg, aye; Jeff Ambrosius, excused; Tom Dennee, aye; David Johnson, aye.
2. **Verify/Modify/Approve Agenda:**
 Motion by Rich Heidel, second by Tom Dennee, to approve the agenda as presented. The motion passed unanimously.
3. **Approval of Planning & Zoning Minutes:**
 Motion by Dave Dillenburg, second by David Johnson, to approve the January 12, 2022 minutes as presented. The motion passed unanimously.
4. **Public Comment on Non-Agenda Items:**
 None.
5. **Consider a request to rezone parcel HB-550-3, 4758 Forest Road, from A-1: Agricultural District to R-6: Multi-Family Residential:**
 Motion by Rich Heidel, second by Tom Dennee, to approve the rezoning of HB-550-3 (4758 Forest Rd) from A-1: Agricultural District to R-6: Multi-Family Residential. The motion passed unanimously.
6. **Consider modifications/amendments to the Zoning Ordinance (Chapter 295, Article XVIII, A-1: Agricultural District):**
 Motion by Rich Heidel, second by Dave Dillenburg, to approve the amendments to the Zoning Ordinance (Chapter 295, Article XVIII, A-1: Agricultural District) as presented. The motion passed unanimously. The commission directed staff to explore creation of a policy for use specific standards for the Breweries/Wineries/Distilleries conditional use and bring forward at the March meeting.
7. **Consider Modifications/Amendments to the Zoning Ordinance, Chapter 295 Creating Article XXXIV, Quarry/Mining District, Amending Article XXX, Earth Excavation, and Conditional Uses in Articles VII, IX, and XVIII, and Definitions in Article III:**
 Motion by Rich Heidel, second by John Rather, to approve the amendments to the Zoning Ordinance (Chapter 295 Creating Article XXXIV, Quarry/Mining District, Amending Article XXX, Earth Excavation, and Conditional Uses in Articles VII, IX, and XVIII, and Definitions in Article III) as presented with the modification of Section 295-369 A to change the acreage requirement to 20 acres. The motion passed unanimously.
8. **Adjourn:**
 Motion by Rich Heidel, second by David Johnson, to adjourn at 6:32pm. The motion passed unanimously.



TO: Planning & Zoning Commission

RE: CSM, 980 Fernando Dr. / S. Pine Tree Rd., HB-198

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: March 9, 2022

ISSUE: Consider a 2 Lot CSM creating two new parcels of 5.29 and 5.17 acres

RECOMMENDATION: Staff recommends conditional approval.

GENERAL INFORMATION

1. Applicants/Agent: Steve Bieda – Mau & Associates
2. Owner: John & Barbara Vandeurzen
3. Parcel: HB-198
4. Zoning: A-2: Exclusive Agricultural District

ZONING REQUIREMENTS

The property owner is proposing a two Lot CSM creating two new parcels of 5.29 and 5.17 acres along S. Pine Tree Rd. from the larger parcel located at 980 Fernando Dr. which will be reduced to 17.935 acres. The entire existing 28.395 acre parcel is currently zoned A-2: Exclusive Agriculture and the proposed CSM would create two new lots that maintain compliance with Village Code requirements by maintaining a minimum of 200 feet of lot frontage and a minimum of 5 acres in lot area.

RECOMMENDATION/CONDITIONS

Staff recommends conditional approval as submitted noting that this would be approval for both the preliminary and final CSM should there be no adjustments to the final CSM subject to the following conditions:

1. Payment of the required Park Fee of \$600.00 (\$300.00 per lot created)



<input type="checkbox"/>	Rezoning Review
<input type="checkbox"/>	Conditional Use Permit Review
<input type="checkbox"/>	Planned Development Review
<input checked="" type="checkbox"/>	CSM/Plat Review

Village of Hobart
 Dept of Neighborhood Services
 2990 S Pine Tree Rd
 Hobart WI 54155
 Phone: (920) 869-3809
 Fax (920) 869-2048

APPLICANT INFORMATION

Petitioner: Steve Bieda Date: 2/7/2022

Petitioner's Address: 400 Security Blvd. City: Green Bay State: WI Zip: 54313

Telephone #: (920) 434-9670 Fax: () _____ Other Contact # or Email: sbieda@mau-associates.com

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

Petitioner's Signature (required):  Date: _____

OWNER INFORMATION

Owner(s): Vandeurzen John H. & Barbara E. Revocable Trust Date: 2/7/2022

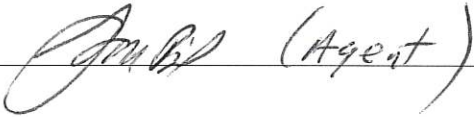
Owner(s) Address: 980 Fernando Drive City: Hobart State: WI Zip: 54115

Telephone #: (920) 819-1832 Fax: () _____ Other Contact # or Email: Bvandeurzen02@gmail.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:  (Agent) Date: 2/7/22

SITE INFORMATION

Address/Location of Proposed Project: 980 Fernando Drive Parcel No. HB-198

Proposed Project Type: Certified Survey Map Land Division

Current Use of Property: Exclusive Agricultural Zoning: A-2

Land Uses Surrounding Site:

North: A-1

South: A-1

East: R-2-R

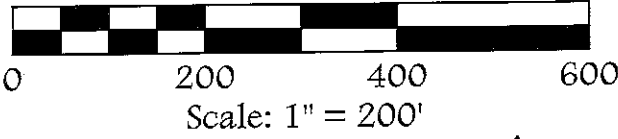
West: R-2-R and ER

****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

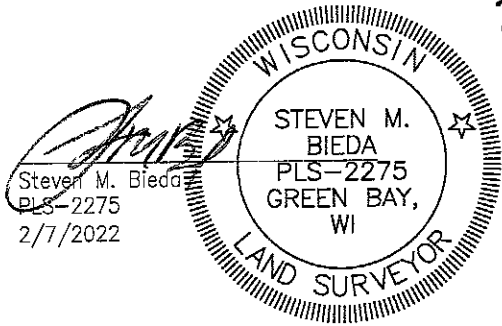
Certified Survey Map

Part of Lots 12 and 13 of Section 13, T23N-R19E, Village of Hobart, Brown County, Wisconsin

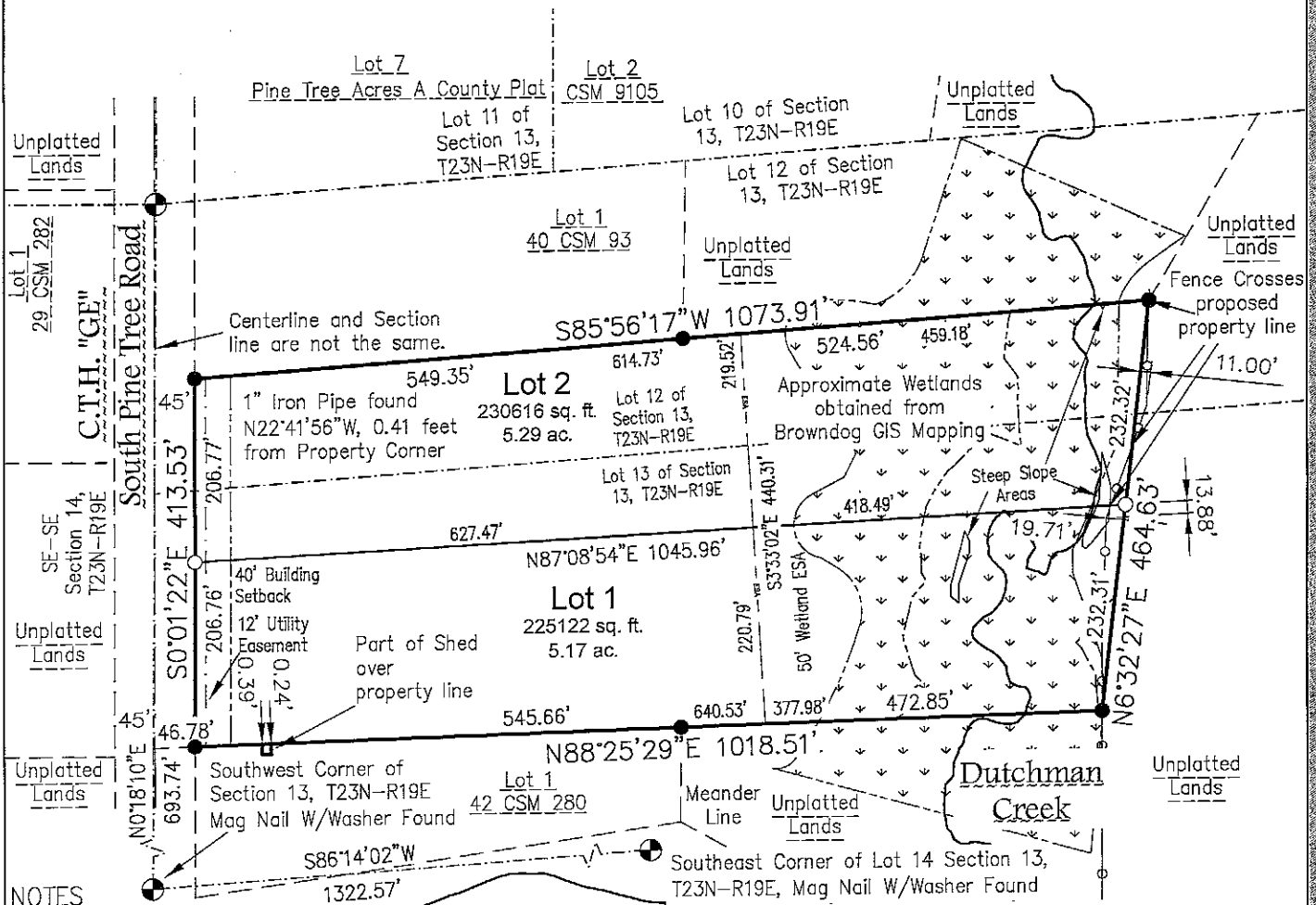


Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.88 lbs/lin ft set
- 1" iron pipe found
- ⊕ Brown County monument – type noted
- ▨ approximate wetland area
- fence line



North



NOTES

Bearings referenced to the South line of the Southwest 1/4 of the Southwest 1/4 of Section 13, T23N-R19E, assumed to be S86°14'02"W.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

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.

Parcel located in Airport Zoning District "C"

Client: Barb Vandeurzen
 Tax Parcel: HB-198
 Drafted By: Tyler
 File: V-20299CSM 011122.dwg
 Data File: V-20299.txt

Mau & Associates, LLP
 LAND SURVEYING & PLANNING
 CIVIL & WATER RESOURCE ENGINEERING
 Phone: 920-434-9670 Website: www.mau-associates.com
 400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of Four
 Project No.: V-20299
 Drawing No.: L-11667
 Fieldwork Completed: xx/xx/xx



Certified Survey Map

Part of Lots 12 and 13 of Section 13, T23N-R19E, Village of Hobart, Brown County, Wisconsin

SURVEYOR'S CERTIFICATE

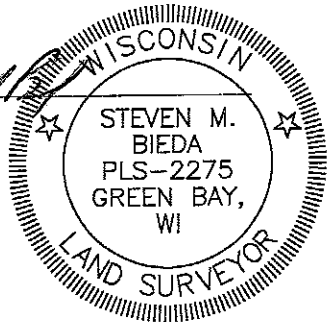
I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped part of Lots 12 and 13 of Section 13, T23N-R19E, Village of Hobart, Brown County, Wisconsin, more fully described as follows:

Commencing at the Southwest Corner of Section 13, T23N-R19E; thence N0°18'10"E, 693.74 feet along the West line of the Southwest 1/4 of the Southwest 1/4 of Section 13, T23N-R19E; thence N88°25'29"E, 46.78 feet to the Easterly Right of Way of South Pine Tree Road and to the Point of Beginning; thence N88°25'29"E, 1018.51 feet along the North line of Lot 1, Volume 42, Certified Survey Maps, Page 280, Map No. 6396, Document No. 1823562, Brown County Records and its extension; thence N6°32'27"E, 464.63 feet; thence S85°56'17"W, 1073.91 feet along the South line of Lot 1, Volume 40, Certified Survey Maps, Page 93, Map No. 6060, Document No. 1735887, Brown County Records and its extension to said Easterly Right of Way; thence S0°01'22"E, 413.53 feet along said Easterly Right of Way to the Point of Beginning.

Parcel subject to easements and restrictions of record.
Parcel contains 455,738 square feet / 10.46 acres more or less.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Village of Hobart, and the Brown County Planning Commission code in surveying, dividing and mapping the same.

Steven M. Bieda
PLS-2275
2/7/2022



CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this _____ day of _____, 20__.

Cole Runge
Planning Director

CERTIFICATE OF THE BROWN COUNTY TREASURER

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 dates listed below.

Paul D. Zeller Date
Brown County Treasurer

CERTIFICATE OF THE VILLAGE OF HOBART

Approved for the Village of Hobart this _____ day of _____, 20__.

Erica Berger
Village Clerk

Sheet Two of Four
Project No.: V-20299
Drawing No.: L-11667





Certified Survey Map

Part of Lots 12 and 13 of Section 13, T23N-R19E, Village of Hobart, Brown County, Wisconsin

OWNER'S CERTIFICATE

As Owners, we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, and mapped as represented hereon. We also certify that this Certified Survey Map 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

John H. Van Deurzen and Barbara E. Van Deurzen Revocable Trust of 2006

Personally came before me this ____ day of _____, 20____, the above named owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

John H. Van Deurzen and Barbara E. Van Deurzen Revocable Trust of 2006, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, 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, 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 incident 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.

Steven M. Bieda
PLS-2275
2/7/2022



Sheet Three of Four
Project No.: V-20299
Drawing No.: L-11667



Certified Survey Map

Part of Lots 12 and 13 of Section 13, T23N-R19E, Village of Hobart, Brown County, Wisconsin



NOTES

The wetlands are approximate on Lots 1 and 2 due to the large size of the lot and the location of the wetland and ESA. The wetland and ESA boundary shall be properly identified by the affected landowner, and delineated by the appropriate regulatory agency should any development on Lot 1 or 2 occur near or within the wetland or ESA. Any WDNR-approved wetland delineation report/map, along with the approval letter, shall be submitted to Brown County Planning Commission for verification.

Lots 1 and 2 contain steep slopes that are unsuitable for building. No development shall occur in areas labeled 'Steep Slope-Lands Unsuitable for Building' unless a geotechnical study is submitted to and approved by Brown County Planning Commission.

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 adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

Lots 1 and 2 include wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corps of Engineers, Brown County Planning Commission, or the Brown County Zoning Administrators Office prior to any development activity.

A Shoreland Permit from the Brown County Zoning Administrator's office is required prior to any construction, fill, or grading activity within 300 feet of a stream.

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.

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.

Development on Lots 1 and 2 require public sewer and water be available OR acquisition of all state, county, and/or municipal permits concerning onsite sewage disposal systems for sanitary waste disposal.

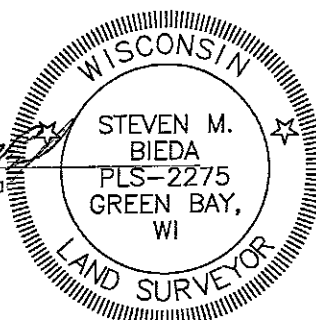
RESTRICTIVE COVENANTS

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

Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

Lots 1 and 2 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes approximate wetlands, all land within 50 feet of approximate wetlands, all land within 75 feet of the ordinary high water mark of navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

Steven M. Bieda
PLS-2275
2/7/2022



Sheet Four of Four
Project No.: V-20299
Drawing No.: L-11667

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

Map printed 3/3/2022



1:3,600

1 inch = 300 feet*

1 inch = 0.0568 miles*

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

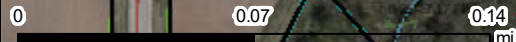
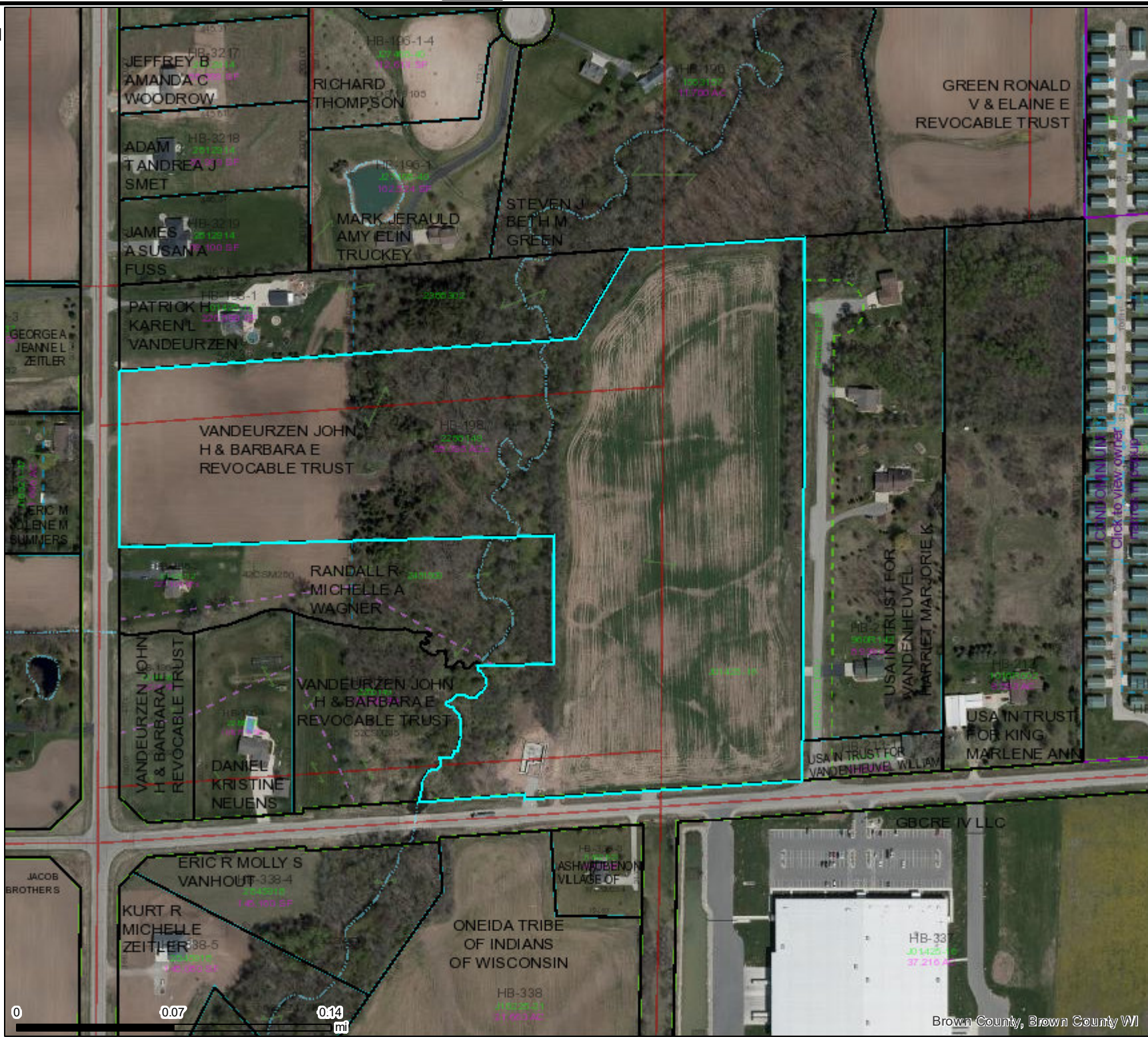
This is a custom web map created by an online user of the GIS map services provided by the

Brown County Wisconsin Planning & Land Services Department



(920) 448-6480

www.browncountywi.gov





TO: Planning & Zoning Commission

RE: CSM, Founders Ter., HB-524-1

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: March 9, 2022

ISSUE: Consider a 2 Lot CSM creating two new parcels of 3.529 and 3.154 acres

RECOMMENDATION: Staff recommends conditional approval.

GENERAL INFORMATION

1. Applicants/Agent: Troy Hewitt – Robert E. Lee & Associates, Inc.
2. Owner: North Hobart Business Park, LLC
3. Parcel: HB-524-1
4. Zoning: PDD#1: Centennial Centre at Hobart District

ZONING REQUIREMENTS

The property owner is proposing a two lot CSM splitting one 7.044 acre parcel in to two parcels of 3.529 and 3.514 acres in the area bound by Founders Terrace, Larsen Orchard Parkway and Centerline Dr. The existing parcel is currently zoned PDD#1: Centennial Centre at Hobart District and the proposed CSM would create two new lots that maintain compliance with Village Code requirements by maintaining “sufficient area for green space requirements, parking and stormwater management requirements”. These requirements will be reviewed and verified during the Site Review Committee process once a development is submitted for review.

RECOMMENDATION/CONDITIONS

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



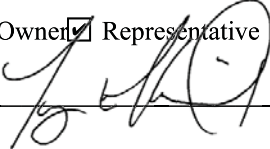
<input type="checkbox"/>	Rezoning Review
<input type="checkbox"/>	Conditional Use Permit Review
<input type="checkbox"/>	Planned Development Review
<input checked="" type="checkbox"/>	CSM/Plat Review

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: 3/1/22
 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: 3/1/22

OWNER INFORMATION

Owner(s): NORTH HOBART BUSINESS PARK, LLC Date: 3/1/22
 Owner(s) Address: 3323 BAY RIDGE CT City: HOBART State: WI Zip: 54155
 Telephone #: 920-498-9300 Email: Dave O'brien <DObrien@baylandbuildings.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: FOUNDERS TERRACE Parcel #: HB- 524-1

Proposed Project Type: COMMERCIAL

Current Use of Property: AG Zoning: PDD #1:

Land Uses Surrounding Site: North: AG
 South: AG
 East: AG
 West: AG

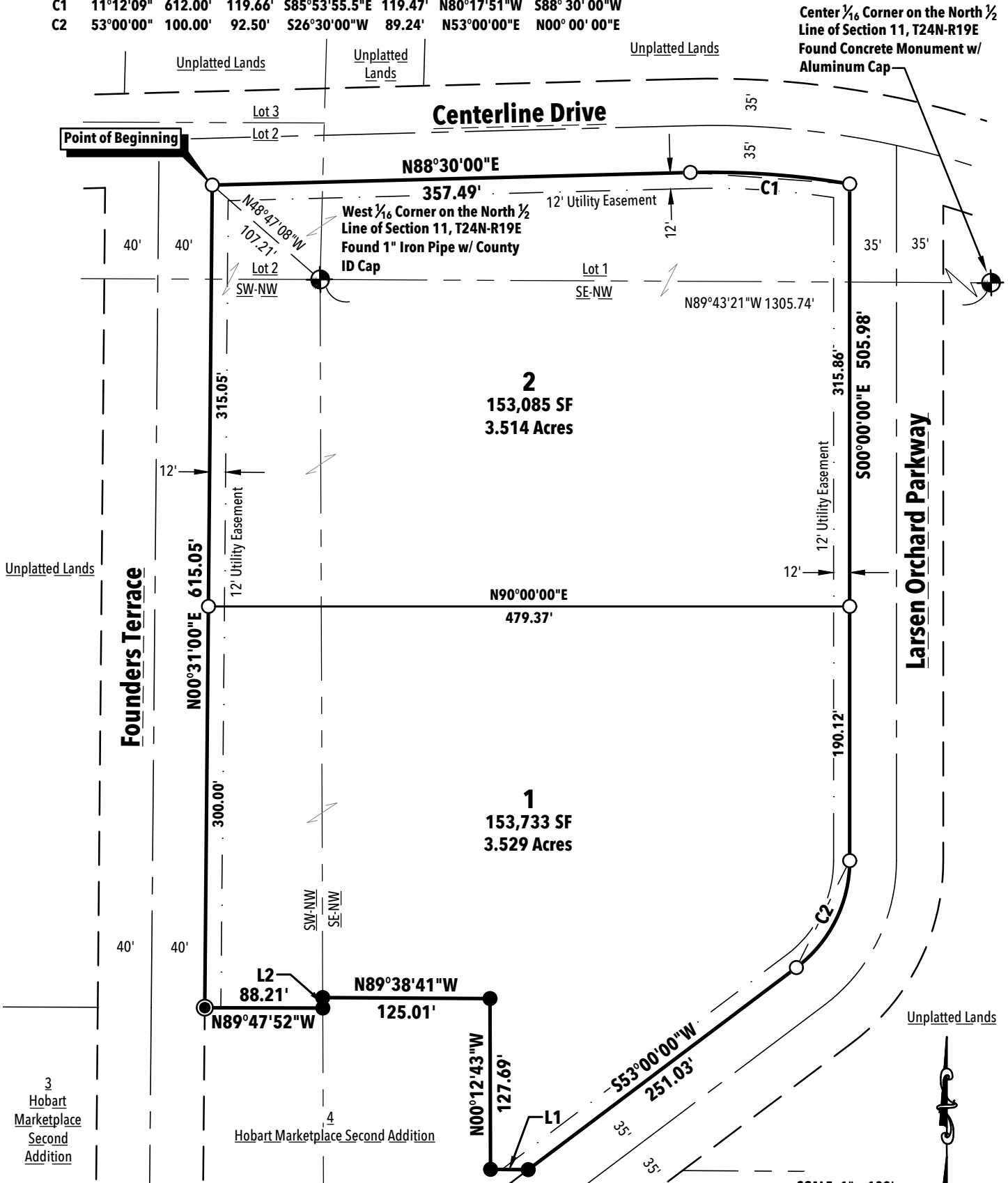
****Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.**

- **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

PARTS OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼, SOUTHEAST ¼ OF THE NORTHWEST ¼, LOT 1 AND LOT 2, ALL LOCATED IN SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

Curve #	Delta	Radius	Length	Curve Table		Tangent Bearing	Second Tangent Bearing
				Chord Direction	Chord Length		
C1	11°12'09"	612.00'	119.66'	S85°53'55.5"E	119.47'	N80°17'51"W	S88°30'00"W
C2	53°00'00"	100.00'	92.50'	S26°30'00"W	89.24'	N53°00'00"E	N00°00'00"E

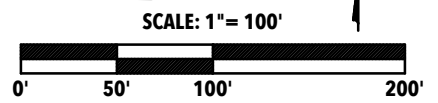


LEGEND:

- Set 1" x 18" Iron Pipe w/ ID Cap Weighing 1.38 lbs./lin. ft.
- Existing 2" Iron Pipe
- Existing 1" Iron Pipe
- ⊕ Recorded County Monument

Line Table		
Line #	Length	Direction
L1	28.12'	N89°38'36"W
L2	7.88'	S00°12'43"E

AFFECTED TAX PARCELS:
HB-524-1



Bearings are referenced to the Brown County Coordinate System. The south line of Lot 1 of Section 11, T24N-R19E bears N89°43'21"W.



Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE: (920) 662-9641
FAX: (920) 662-9141

CERTIFIED SURVEY MAP

PARTS OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, LOT 1 AND LOT 2, ALL LOCATED IN SECTION 11, TOWNSHIP 24 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 parts of the Southwest 1/4 of the Northwest 1/4, Southeast 1/4 of the Northwest 1/4, Lot 1 and Lot 2, all located in Section 11, Township 24 North, Range 19 East, Village of Hobart, Brown County, Wisconsin more fully described as follows:

Commencing at the Center $\frac{1}{16}$ corner on the north $\frac{1}{2}$ line of said Section 11; thence N89°43'21"W, 1305.74 feet on the south line of said Lot 1 to the West $\frac{1}{16}$ corner on the north $\frac{1}{2}$ line of said Section 11; thence N48°47'08"W, 107.21 feet to the intersection of the south right of way of Centerline Drive and the east right of way of Founders Terrace, the POINT OF BEGINNING; thence N88°30'00"E, 357.49 feet on said south right of way; thence 119.66 feet on the arc of a 612.00 foot radius curve to the right, having a long chord which bears S85°53'55.5"E, 119.47 feet on said south right of way to the west right of way of Larsen Orchard Parkway; thence S00°00'00"E, 505.98 feet on said west right of way; thence 92.50 feet on the arc of a 100.00 foot radius curve to the right, having a long chord which bears S26°30'00"W, 89.24 feet on said west right of way; thence S53°00'00"W, 251.03 feet on said west right of way to a north line of Lot 4, Hobart Marketplace Second Addition, a County Plat, Volume 1, Page 290, Document Number 2878308; thence N89°38'36"W, 28.12 feet on said north line; thence N00°12'43"W, 127.69 feet on said north line; thence N89°38'41"W, 125.01 feet on said north line; thence S00°12'43"E, 7.88 feet on said north line; thence N89°47'52"W, 88.21 feet on said north line to said east right of way of Founders Terrace; thence N00°31'00"E, 615.05 feet on said east right of way to the Point of Beginning.

Said parcel contains 306,818 square feet or 7.043 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 _____, 2022.

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

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.

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.



Robert E. Lee & Associates, Inc.

ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES

1250 CENTENNIAL CENTRE BOULEVARD

HOBART, WI 54155

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CERTIFIED SURVEY MAP

PARTS OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, LOT 1 AND LOT 2, ALL LOCATED IN SECTION 11, TOWNSHIP 24 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.



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CERTIFIED SURVEY MAP

PARTS OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, LOT 1 AND LOT 2, ALL LOCATED IN SECTION 11, TOWNSHIP 24 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 interest in 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: NORTH HOBART BUSINESS PARK, LLC

By: _____

Print name and title: _____

STATE OF WISCONSIN)

) SS

COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2022, 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 _____

SHEET 4 OF 6



Robert E. Lee & Associates, Inc.

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CERTIFIED SURVEY MAP

PARTS OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼, SOUTHEAST ¼ OF THE NORTHWEST ¼, LOT 1 AND LOT 2, ALL LOCATED IN SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owners, we do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated 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:

VILLAGE OF HOBART
BROWN COUNTY

North Hobart Business Park, LLC Date

Print name and title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2022, the above named to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

(print name) _____

My commission expires: _____

MORTGAGE CERTIFICATE

Village of Hobart, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of North Hobart Business Park, LLC, owner.

IN WITNESS WHEREOF, the said Village of Hobart has caused these presents to be signed by, Rich Heidel, its President, and countersigned by Erica Berger, its Clerk, at Hobart, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 2022.

In the presence of:

Village of Hobart

Rich Heidel, Village President Date

Erica Berger, Village Clerk Date

(Corporate Mortgagee Notary Certificate)

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2022, _____, President, and _____, Clerk of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

(Notary Seal) _____ Notary Public,

_____, Wisconsin

My commission expires _____.



CERTIFIED SURVEY MAP

PARTS OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, LOT 1 AND LOT 2, ALL LOCATED IN SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

BROWN COUNTY PLANNING COMMISSION:

Approved for the Brown County Planning Commission this _____ day of _____, 2022.

Karl Mueller, Senior Planner

VILLAGE OF HOBART BOARD APPROVAL:

Approved by the Village of Hobart this _____ day of _____, 2022.

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.











Paul D. Zeller
Brown County Treasurer

Date



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

Map printed 3/4/2022



1:3,600

1 inch = 300 feet*

1 inch = 0.0568 miles*

*original page size is 8.5" x 11"

Appropriate format depends on zoom level

This is a custom web map created by an online user of the GIS map services provided by the

Brown County Wisconsin Planning & Land Services Department



(920) 448-6480

www.browncountywi.gov





TO: Planning & Zoning Commission

**RE: Use Specific Standards for Conditional Use
Review/Approval for Brewery/Distillery/Winery**

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: March 9, 2022

ISSUE: Discussion and action on Use Specific Standards for Conditional Use Review / Approval for Brewery/Distillery/Winery

RECOMMENDATION: Staff recommends approval.

GENERAL INFORMATION

The operation of a brewery/distillery/winery establishment was recommended as a conditional use in the A-1: Agricultural District back at the February 2022 Planning & Zoning Commission meeting. As a condition of the recommendation for approval of this zoning ordinance modification, the commission requested that Village Staff bring back a list of items detailing “Use Specific Standards” to be utilized by the Planning & Zoning Commission and Village Board when reviewing such a conditional use request. These standards are also intended to aid the developer during their review process as well as operation of the establishment while also incorporating some buffering requirements for adjoining properties.

This list of standards is intended to be a guide for when a conditional use request is being submitted and during the review process so that all such establishments are reviewed to the same requirements. Staff would appreciate an open dialog discussion on these standards as it is a first attempt and other commission members may have differencing thoughts.

RECOMMENDATION/CONDITIONS

Staff recommends approval of this list of “Use Specific Standards” for the review of a Conditional Use for any proposed Brewery/Distillery/Winery subject to any additions, amendment, and/or deletions from the commission.

Brewery / Distillery / Winery

Use Specific Standards for a Conditional Use Review/Approval

1. Not to be located nearer than five thousand (5,000) feet to any other brewery / distillery / winery.
2. Limit hours of operation to 10:00 am to 10:00 pm.
3. All materials, supplies, and products shall be stored inside of building.
4. Driveway shall have a minimum access width of 22 feet from public roadway to the facility/structure, be provided with an approved turnaround, and be either a paved surface or surfaced with an alternative all-weather material as required and approved by the Village Fire Chief.
5. All operations and functions of the establishment shall comply with the Village noise regulations.
6. All lighting on or adjacent to the establishment shall be dark-sky compliant and comply with the Village lighting code.
7. All parking for patrons and employees during normal establishment operations shall be located on a paved surface. Parking shall not be proposed on existing agriculturally productive lands unless authorized through a special event permit. All parking areas shall be screened from any property utilized for residential purposes and shall be screened from such residential uses by berms, landscaping, fencing, or other similar barriers, or a combination thereof.
8. All buildings / structures and site improvements shall be reviewed and approved by the Village Site Review Committee and are subject to the standards set forth for a public building.
9. Maximum special events allowed per calendar year upon receiving a special event permit through the Village:

Parcel/Development Size (Acres)	Max Attendees at One Time	Max Special Events/Year
1 – 4 acres	100	5
4 plus -10 acres	150	10
10 plus acres	200	12