 <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 January 12th 2022 NOTICE OF POSTING: Posted this 7th day of January, 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 January 12th 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 – November 10th 2021 (Page 3) and January 4th 2021 (Page 5)
4. Public Comment on Non-Agenda Items

ACTION ITEMS

5. DISCUSSION AND ACTION - Consider a two lot CSM dividing one parcel into two separate parcels of 2.50 acres and 30.365 acres - 3833 Hillcrest Drive, HB-743 (Page 6)

The property owner currently has one parcel of 3.693 acres and is proposing a two lot Certified Survey Map (CSM) that would create one additional new lot. This proposed CSM will establish two separate parcels of 1.473 acres and 2.128 acres respectively. The property is currently developed with a single-family dwelling and an accessory building which the property owner plans to have razed leaving both lots vacant and ready for possible residential development in the future. This existing 3.693 acre parcel is currently zoned R-2: Residential District which requires a minimum lot size of 2.5 acres per parcel. With both proposed lots being less than the 2.5 acre requirement for the R-2 zoning district, both lots will need to be re-zoned to a zoning that is compatible with the proposed size lot. (Owner: Jeff Tetzlaff)

6. DISCUSSION AND ACTION - Consider a request to rezone parcel HB-743, 3833 Hillcrest Drive, from R-2: Residential District to R-2-R: Residential District (Page 14)

The property owner has recently submitted a two lot CSM which brings both lots less than the 2.5 acre minimum to remain in the R-2: Residential zoning district. Therefore, the property owner is requesting to have parcel HB-743 rezoned from R-2: Residential District to R-2-R: Residential District where both lots would be compliant with Village requirements for both lot width and lot square footage to be zoned R-2-R. (Owner: Jeff Tetzlaff)

7. DISCUSSION AND ACTION – Rezoning of Parcels HB-272, HB-279, Orlando Dr, and Parcels HB-406, HB-409, HB-418, HB-419, HB-420, HB-421, HB-422, & HB-424, County Line Rd., Nathan Rd., & S. Overland Rd. from A-2: Exclusive Agricultural District to A-1: Agricultural District (Page 19)

The applicant/property owner is proposing to rezone parcels HB-272, HB-279, HB-406, HB-409, HB-418, HB-419, HB-420, HB-421, HB-422, & HB-424 from A-2: Exclusive Agricultural District to A-1: Agricultural District. These parcels are mostly vacant farmland with the two exceptions being on parcel HB-418 (fronting County Line Rd.) which currently has the main dwelling and multiple farm buildings / structures and parcel HB-419 (fronting on County Line Rd.) which currently has a few farm buildings constructed along with an access drive from the public roadway. The change in zoning from A-2 to A-1 allows for the similar permitted uses relating to agriculturally based operations with the additional uses of parks, recreation sites, golf courses, and single-family dwellings. The requested rezoning would not change the operation of the property unless the property owners shift to one of the other four potential uses noted prior. Should the property owner request a different use/operation, it would need to be submitted as a potential conditional use which would require an additional review by both the P&Z Commission and Village Board. (Owners: Raymond & Shirley Vanden Elzen)

8. 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, November 10, 2021 – 5:30 pm**

1. Call to Order, Roll Call:

The meeting was called to order by Rich Heidel at 5:34pm. Roll call: Bob Ross, aye; John Rather, aye; Rich Heidel, aye; Dave Dillenburg, aye; Jeff Ambrosius, aye; Tom Dennee, aye; David Johnson, aye.

2. Verify/Modify/Approve Agenda:

Motion by Bob Ross, second by John Rather, to approve the agenda with the modification of agenda items 8 & 9 up to precede item 6. The motion passed unanimously.

3. Approval of Planning & Zoning Minutes:

Motion by Bob Ross, second by Dave Johnson, to approve the October 13, 2021 minutes as presented. The motion passed unanimously.

4. Public Comment on Non-Agenda Items:

None.

5. Consider a request to rezone parcel HB-17-2 from A-2: Exclusive Agricultural District to R-2-R: Rural Residential District:

Motion by Tom Dennee, second by Dave Johnson, to approve the rezoning of HB-17-2 from A-2: Exclusive Agricultural District to R-2-R: Rural Residential District. The motion passed unanimously.

8. Consider single lot CSM dividing one parcel into two separate parcels of 2.50 acres and 30.365 acres (1320 Geneva Drive, HB-416-2):

Motion by Tom Dennee, second by Bob Ross, to approve a single lot CSM dividing HB-416-2 (1320 Geneva Drive) into two separate parcels of 2.50 and 30.365 acres with the following conditions:

1. New proposed lot be rezoned to an appropriate residential district to comply with the minimum lot size
2. Payment of the required park fee of \$300.00

The motion passed unanimously.

9. Rezoning of a Portion of Parcel HB-416-2, 1320 Geneva Dr. from A-1: Agricultural District to ER: Estate Residential District:

Motion by Tom Dennee, second by Dave Johnson, to approve the rezoning of parcel HB-416-2 (1320 Geneva Drive) from A-1: Agricultural District to ER: Estate Residential District. The motion passed unanimously.

6. Modifications/Amendments to the Zoning Ordinance, Chapter 295, Article XVIII, A-1: Agricultural District:

The committee directed staff to investigate what surrounding communities are doing to bring further insight back at a later meeting.

7. Ordinance 2021-16 (An Ordinance to Repeal and Recreate Chapter 290 (Floodplain Zoning)):

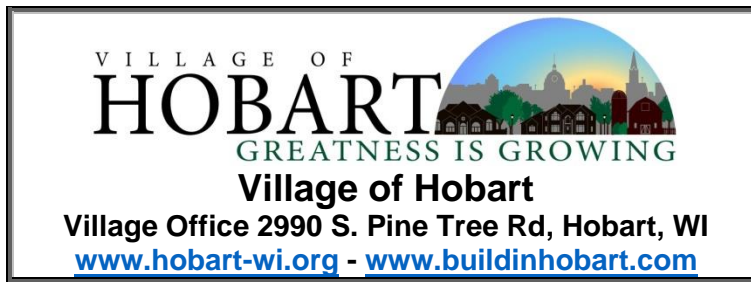
Motion by Rich Heidel, second by Tom Dennee, to approve Ordinance 2021-16 (An Ordinance to Repeal and Recreate Chapter 290 (Floodplain Zoning)). The motion passed unanimously.

10. Potential membership in the Bay-Lake Regional Planning Commission:

The committee would like more information regarding the services the commission provides. Staff will work to set up a presentation from a representative of the planning commission to answer their questions.

11. Adjourn:

Motion by Jeff Ambrosius, second by Bob Ross, to adjourn. The motion passed unanimously. Meeting adjourned at 6:28pm.



MEETING MINUTES – VILLAGE BOARD/PLANNING AND ZONING COMMISSION

Date/Time: Tuesday, January 4, 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:

The meeting was called to order by Rich Heidel at 5:30pm.

Village Board Roll Call: Rich Heidel, David Dillenburg, Ed Kazik, and Debbie Schumacher were present. Tim Carpenter was excused.

Planning & Zoning Roll Call: Rich Heidel, Dave Dillenburg, Bob Ross, John Rather, Tom Dennee, Jeff Ambrosius, and Dave Johnson were present.

2. Certification of the open meeting law agenda requirements and approval of the agenda:

Village Board Approval: Motion by Rich Heidel, second by Ed Kazik, to approve the agenda as presented. The motion passed unanimously.

Planning & Zoning Approval: Motion by Bob Ross, second by Dave Johnson, to approve the agenda as presented. The motion passed unanimously.

3. Pledge of Allegiance:

Those present recited the Pledge of Allegiance.

4. NEW BUSINESS:

A. Bay Lake Regional Planning Commission Presentation:

Brandon Robinson, Assistant Director of the Bay Lake RPC, presented the services the commission would be able to provide the Village should they choose to join. The village board and planning and zoning commission will discuss the matter further at a future meeting.

5. ADJOURN

Village Board Adjournment: Motion by Rich Heidel, second by Ed Kazik, to adjourn at 6:00pm. The motion passed unanimously.

Planning & Zoning Adjournment: Motion by Tom Dennee, second by Jeff Ambrosius, to adjourn at 6:00pm. The motion passed unanimously.



TO: Planning & Zoning Commission

RE: CSM, 3833 Hillcrest Dr., HB-743

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: January 12, 2022

ISSUE: Consider a two lot CSM dividing one parcel into two separate parcels of 2.50 acres and 30.365 acres

RECOMMENDATION: Staff recommends conditional approval

GENERAL INFORMATION

1. Applicants/Agent: Robert E. Lee & Associates, Inc.
2. Owner: Jeff Tetzlaff
3. Parcel: HB-743
4. Zoning: R-2: Residential District

ZONING REQUIREMENTS

The property owner currently has one parcel of 3.693 acres and is proposing a two lot Certified Survey Map (CSM) that would create one additional new lot. This proposed CSM will establish two separate parcels of 1.473 acres and 2.128 acres respectively. The property is currently developed with a single-family dwelling and an accessory building which the property owner plans to have razed leaving both lots vacant and ready for possible residential development in the future. This existing 3.693 acre parcel is currently zoned R-2: Residential District which requires a minimum lot size of 2.5 acres per parcel. With both proposed lots being less than the 2.5 acre requirement for the R-2 zoning district, both lots will need to be re-zoned to a zoning that is compatible with the proposed size lot.

With the acreage of both lots being reduced to under 2.5 acres, both lots will need to be rezoned to a residential district and any approval of this CSM will need to be conditioned with the rezoning being approved.

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. Both lots be rezoned to an appropriate residential district to comply with the minimum lot size
2. Payment of the required Park Fee of \$300.00 (one newly created lot)



- 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: 12/23/21
 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: _____

OWNER INFORMATION

Owner(s): JEFF TETZLAFF Date: 12/23/21
 Owner(s) Address: 1509 CROOKS AVE City: KAUKAUNA State: WI Zip: 54130
 Telephone #: 920-366-8939 Email: tetzlaff_jeff@yahoo.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: 12-30-21

SITE INFORMATION

Address/Location of Proposed Project: 3833 HILLCREST DR Parcel #: HB- 743

Proposed Project Type: 2 LOT CSM - REZONE TO R-2-R

Current Use of Property: RESIDENTIAL Zoning: R-2

Land Uses Surrounding Site:

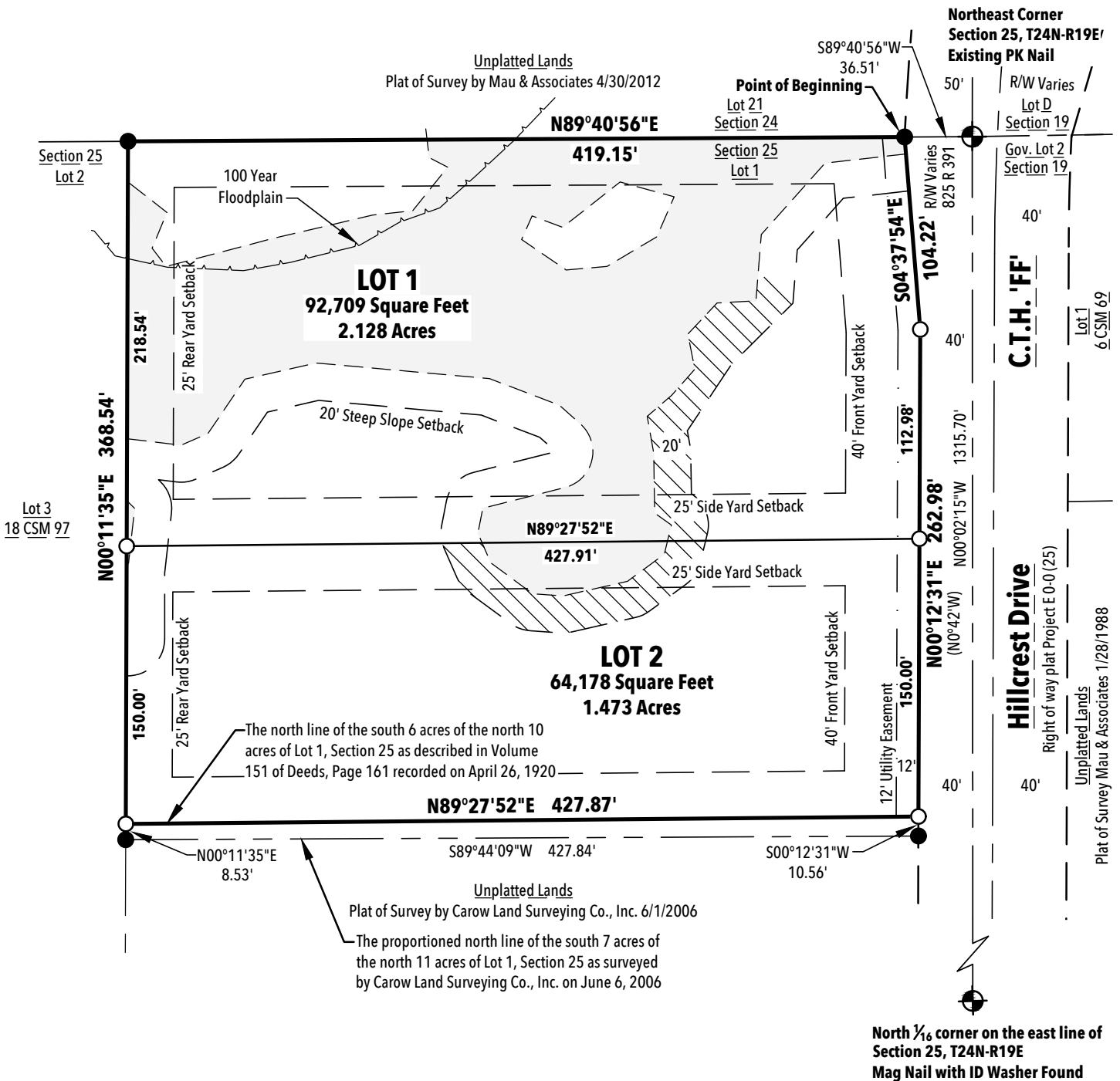
North:	<u>R-2</u>
South:	<u>R-2-R</u>
East:	<u>RESIDENTIAL</u>
West:	<u>A-1</u>

****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 LOT 1 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 19 EAST,
VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

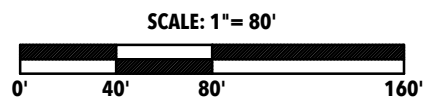


AFFECTED TAX PARCELS:

HB-743

LEGEND:

- Set 1" x 18" Iron Pipe w/ ID Cap Weighing 1.38 lbs./lin. ft.
- Existing 1" Iron Pipe
- ⊕ Recorded County Monument
- (N0°42'W) Record Bearing or Distance
- ▭ Steep Slope Area
- ▨ Lands unsuitable for building until such time as a geotechnical report proving its suitability is provided to Brown County staff



Bearings are referenced to the Brown County Coordinate System. The east line of Lot 1 of Section 25, T24N-R19E bears N00°02'15"W.



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CERTIFIED SURVEY MAP

PART OF LOT 1 OF SECTION 25, 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 Jeff Tetzlaff, I have surveyed, divided and mapped a parcel of land being of Lot 1 of Section 25, Township 24 North, Range 19 East, Village of Hobart, Brown County, Wisconsin more fully described as follows:

Commencing at the North $\frac{1}{4}$ corner on the east line of said Section 25; thence N00°02'15"W, 1315.70 feet on the east line of said Lot 1 to the Northeast corner of said Section 25; thence S89°40'56"W, 36.51 feet on the north line of said Lot 1 to the west right of way of Hillcrest Drive (also known as C.T.H. 'FF'), the POINT OF BEGINNING; thence S04°37'54"E, 104.22 feet on said west right of way; thence S00°12'31"W, 262.98 feet on said west right of way to the north line of the south 6 acres of the north 10 acres of said Lot 1 as described in Volume 151 of Deeds, Page 161; thence S89°27'52"W, 427.87 feet on said north line to the west line of said Lot 1; thence N00°11'35"E, 368.54 feet on said west line to the north line of said Lot 1; thence N89°40'56"E, 419.15 feet on said north line to the Point of Beginning.

Said parcel contains 156,887 square feet or 3.602 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 _____, 2021.

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 JEFF TETZLAFF, 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.



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PHONE: (920) 662-9641

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CERTIFIED SURVEY MAP

PART OF LOT 1 OF SECTION 25, 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

PART OF LOT 1 OF SECTION 25, 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 interesting the Subject Real Estate if an issue arises with respect to the invalidity or enforceability of any clause or provision and said amendment is required to render said provision or clause valid and enforceable to the maximum extent permitted by law. Any other amendment shall require the consent of the Village and the record owner(s) holding title to at least 75% of the total assessed value of the Subject Real Estate.
- 7. **Miscellaneous.**
 - (a) **Expenses.** In the event that any legal action is filed arising out of, or relating to these Restrictive Covenants and the Village of Hobart is a party to said action, in the event that the Village of Hobart is a prevailing party, all non-prevailing parties, jointly and severally, shall be liable to the Village of Hobart for all costs and expenses incurred by the Village of Hobart in defending or prosecuting such action, including reasonable attorney fees.
 - (b) **Notices.** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered or sent by prepaid telex, cable or telecopy or sent to reputable overnight courier service or three (3) days after deposit in the United States Mail, certified mail, postage prepaid, return receipt requested.
 - (c) **Binding Effect.** These restrictive covenants shall be binding upon the Subject Real Estate as a covenant running with land and shall bind all present and future owners of any interest in the Subject Real Estate or any portion thereof.
 - (d) **Paragraph Headings.** The headings in this document are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this agreement.
 - (e) **Applicable Law.** Any and all actions or proceedings seeking to enforce any provision of, or based upon any right arising out of, these Restrictive Covenants shall be brought against a party in the circuit court of Brown County, State of Wisconsin (sitting in Green Bay, Wisconsin) and each of the parties to any such action consents to exclusive jurisdiction of such court(s) (and the appropriate appellate courts therefrom) in any such account or proceeding and waives any objection to venue laid therein. By acceptance of a deed transferring title ownership of any portion of the Subject Real Estate, the title owner hereby waives any defense to an action filed with respect to these Restrictive Covenants by the Village based on sovereign immunity.

OWNER: JEFF TETZLAFF

By: _____

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 Jeff Tetzlaff to me known to be the person who executed the foregoing instrument.

Notary Public, Brown County, WI

My Commission Expires _____



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

CERTIFIED SURVEY MAP

PART OF LOT 1 OF SECTION 25, 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 and mapped as represented on this map. We also do further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

VILLAGE OF HOBART
BROWN COUNTY

Jeff Tetzlaff Date

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: _____

BROWN COUNTY PLANNING COMMISSION:

Approved for the Brown County Planning Commission this _____ day of _____, 2020.

Tim Reed, 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 Date
Brown County Treasurer



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HOBART, WI 54155 PHONE:(920) 662-9641
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This is a custom map created by an online user of GIS map services provided by Brown County, Brown County WI

Part of Brown County WI

Map printed on 1/6/2022

1:1,800
1 inch = 150 feet*
1 inch = 0.0284 miles*
**original page size: 8.5"x11"*
Appropriate format depends on zoom level

- Parcel ownership key**
- Parcel Boundary
 - Condominium
 - Gap or Overlap
 - Parcel line
 - Right of Way line
 - Meander line
 - Lines between deeds or lots
 - Historic Parcel Line
 - Vacated Right of Way

✓ "hooks" indicate parcel ownership crosses a line

SC-190-2 Parcel ID Number
 2880257 Document Number
 0.814 AC Area of parcel
 279.8' Line Distance
 3547 Address

A complete key (legend) is available at: <https://tinyurl.com/BrownDogKey>



(920) 448-6480
maps.gis.co.brown.wi.us



TO: Planning & Zoning Commission

**RE: Rezoning of Parcel HB-743, 3833 Hillcrest Dr.
from R-2: Residential District to R-2-R: Residential
District**

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: January 12, 2022

ISSUE: Consider a request to rezone parcel HB-743 from R-2: Residential District to R-2-R: Residential District

RECOMMENDATION: Staff recommends approval

GENERAL INFORMATION

1. Applicants/Agent: Robert E. Lee & Associates, Inc.
2. Owner: Jeff Tetzlaff
3. Parcel: HB-743
4. Current Zoning: R-2: Residential District
5. Proposed Zoning: R-2-R: Residential District

ZONING REQUIREMENTS

The property owner has recently submitted a two lot CSM which brings both lots less than the 2.5 acre minimum to remain in the R-2: Residential zoning district. Therefore, the property owner is requesting to have parcel HB-743 rezoned from R-2: Residential District to R-2-R: Residential District where both lots would be compliant with Village requirements for both lot width and lot square footage to be zoned R-2-R.

RECOMMENDATION/CONDITIONS

Staff recommends approval as submitted to rezone parcel HB-743 from R-2: Residential District to R-2-R: Residential District



- 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: 12/23/21
 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: _____

OWNER INFORMATION

Owner(s): JEFF TETZLAFF Date: 12/23/21
 Owner(s) Address: 1509 CROOKS AVE City: KAUKAUNA State: WI Zip: 54130
 Telephone #: 920-366-8939 Email: tetzlaff_jeff@yahoo.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: 12-30-21

SITE INFORMATION

Address/Location of Proposed Project: 3833 HILLCREST DR Parcel #: HB- 743

Proposed Project Type: 2 LOT CSM - REZONE TO R-2-R

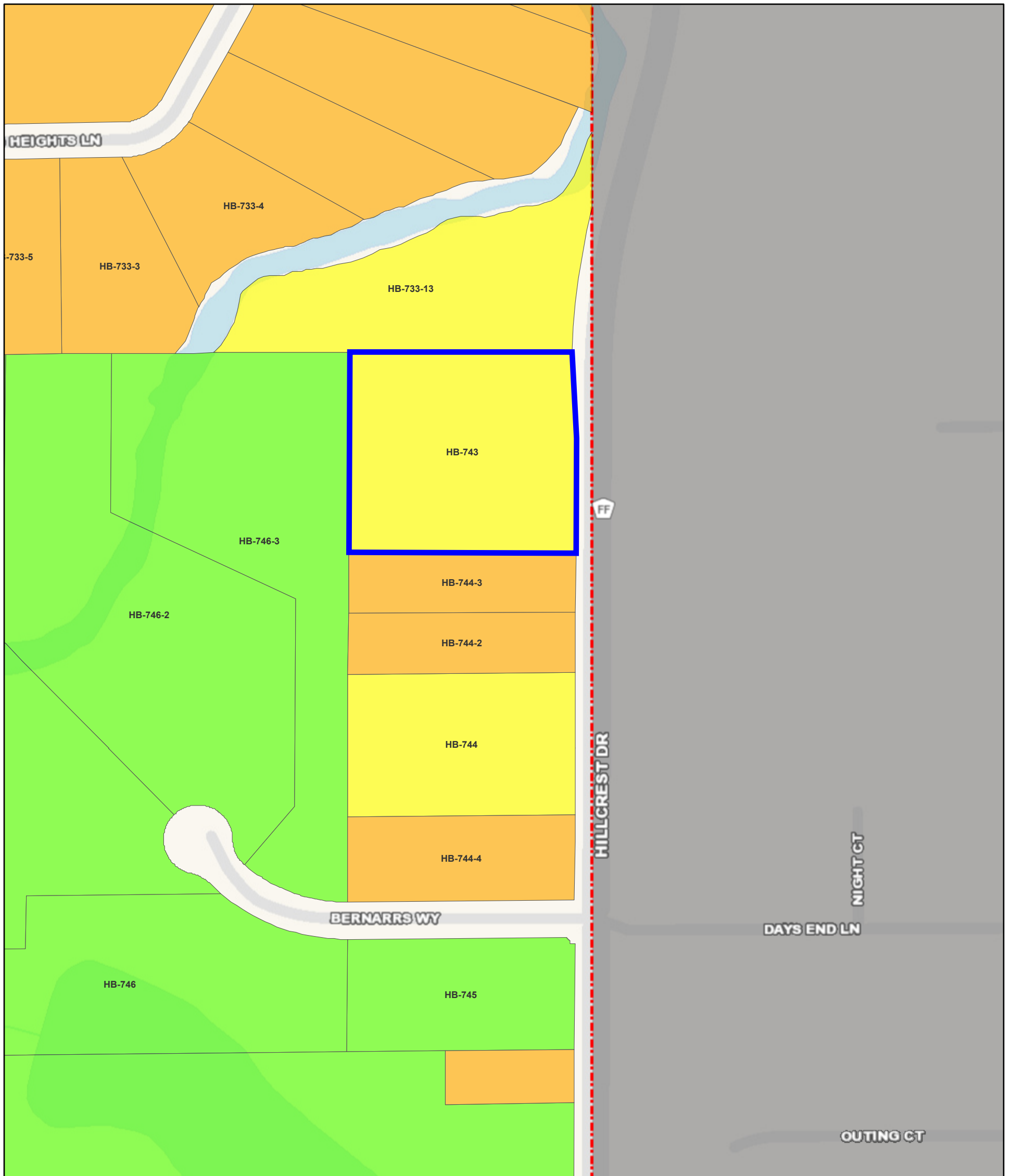
Current Use of Property: RESIDENTIAL Zoning: R-2

Land Uses Surrounding Site: North: R-2
 South: R-2-R
 East: RESIDENTIAL
 West: A-1

****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

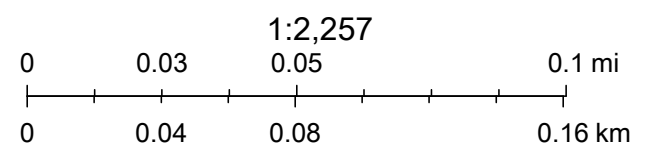
Village of Hobart Zoning



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Zoning

-  R-2: Residential District
-  R-2-R: Rural Residential District
-  A-1: Agricultural District





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Part of Brown County WI

Map printed on 1/6/2022

1:1,800
1 inch = 150 feet*
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Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap
- Parcel line
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TO: Planning & Zoning Commission

RE: Rezoning of Parcels HB-272, HB-279, Orlando Dr, and Parcels HB-406, HB-409, HB-418, HB-419, HB-420, HB-421, HB-422, & HB-424, County Line Rd., Nathan Rd., & S. Overland Rd. from A-2: Exclusive Agricultural District to A-1: Agricultural District

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: January 12, 2022

ISSUE: Consider a request to rezone parcels HB-272, HB-279, HB-406, HB-409, HB-418, HB-419, HB-420, HB-421, HB-422, & HB-424 from A-2: Exclusive Agricultural District to A-1: Agricultural District

RECOMMENDATION: Staff is supportive of this rezoning request

GENERAL INFORMATION

1. Applicants/Agent: Raymond & Shirley Vanden Elzen
2. Owner: Raymond & Shirley Vanden Elzen
3. Parcel: HB-272, HB-279, HB-406, HB-409, HB-418, HB-419, HB-420, HB-421, HB-422, & HB-424
4. Current Zoning: A-2: Exclusive Agricultural District
5. Proposed Zoning: A-1: Agricultural District

ZONING REQUIREMENTS

The applicant/property owner is proposing to rezone parcels HB-272, HB-279, HB-406, HB-409, HB-418, HB-419, HB-420, HB-421, HB-422, & HB-424 from A-2: Exclusive Agricultural District to A-1: Agricultural District. These parcels are mostly vacant farmland with the two exceptions being on parcel HB-418 (fronting County Line Rd.) which currently has the main dwelling and multiple farm buildings / structures and parcel HB-419 (fronting on County Line Rd.) which currently has a few farm buildings constructed along with an access drive from the public roadway. The change in zoning from A-2 to A-1 allows for the similar permitted uses relating to agriculturally based operations with the additional uses of parks, recreation sites, golf courses, and single-family dwellings. The requested rezoning would not change the operation of the property unless the property owners shift to one of the other four potential uses noted prior. Should the property owner request a different use/operation, it would need to be submitted as a potential conditional use which would require an additional review by both the P&Z Commission and Village Board.

This same request was submitted and reviewed back in September 2021 with only six parcels and this request now includes those original six along with an additional four parcels for a total of 10 parcels. Following the review back in September, Village Staff met with the property owners and discussed multiple topics but centered around the family's intentions and what the Village could allow on these parcels based on zoning districts and the Village's Comprehensive Plan. It was discussed that the Comprehensive Plan identifies all ten of these parcels as "Agriculture / Future Residential". Following the meeting with Staff, it was Staff's impression that the property owners expressed interest in looking into possible residential type developments that would blend with the neighboring areas and develop in stages. An open dialog at the meeting with the representatives of the property owner/family would be recommended to make sure they are still looking in going that direction. The rezoning application states, "*Rezone for intentions of future development to A1*" and it would be beneficial for both parties to have that clarified.

This request is only for a rezoning of these identified parcels from A-2 to A-1.

RECOMMENDATION/CONDITIONS

Staff would be supportive of this rezoning as submitted to rezone parcels HB-272, HB-279, HB-406, HB-409, HB-418, HB-419, HB-420, HB-421, HB-422, & HB-424 from A-2: Exclusive Agricultural District to A-1: Agricultural District.



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

RECEIVED

2021

APPLICANT INFORMATION

Petitioner: Shirley + Ray Vanden Elzen Date: 12-15-21
 Petitioner's Address: 1244 County Line Rd City: De Pere State: WI Zip: 54115
 Telephone #: 920-336-8627 Email: RAVSTB@yahoo.com
 Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer

Village of Hobart

- Petitioner's Signature (required): Shirley Vanden Elzen Date: 12-15-21

OWNER INFORMATION

Owner(s): Shirley + Ray Vanden Elzen Date: 12-15-21
 Owner(s) Address: Same City: _____ State: _____ Zip: _____
 Telephone #: _____ Email: _____
 Ownership Status (Please Check): Individual Trust Partnership Corporation

Property Owner Consent: (required)

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

- Property Owner's Signature: Shirley Vanden Elzen Date: 12-15-21

SITE INFORMATION

Address/Location of Proposed Project: 1244 County Line Rd Parcel #: HB- 421/422/424
 Proposed Project Type: Rezoned for future intentions of future development to A1
 Current Use of Property: Ag Zoning: A2
 Land Uses Surrounding Site:
 North: Residential, Ag, Quarry (NEA)
 South: Residential, Ag
 East: Residential, Ag
 West: Residential, Ag

HB 272#
 HB 406/418/~~416~~
 HB 409/419/420/1
 279

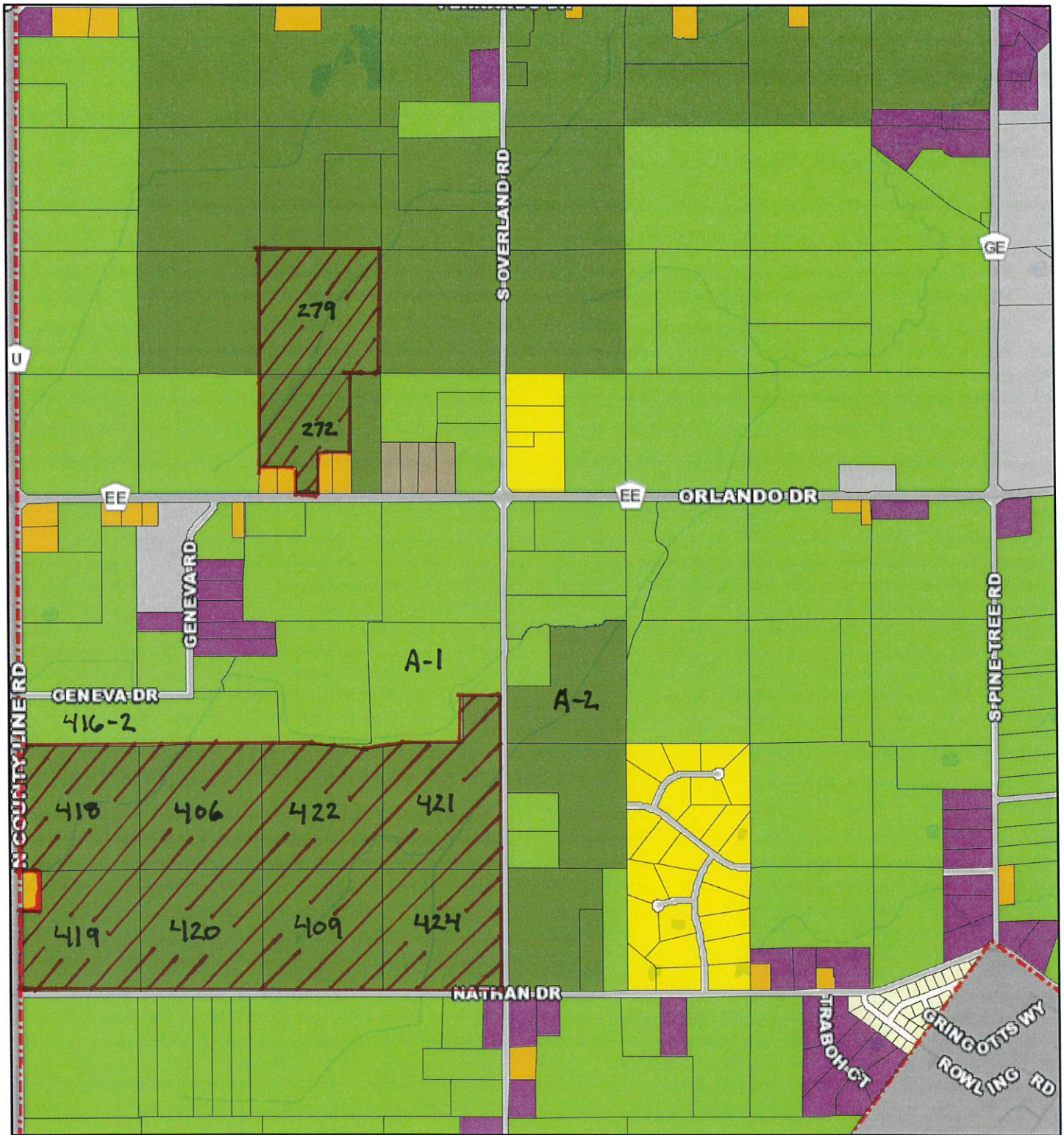
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- Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE

HB 272	HB 420
279	421
406	422
418	424
416	
409	
419	

Pd. 12/15/21
 Check # 1269

Village of Hobart Zoning

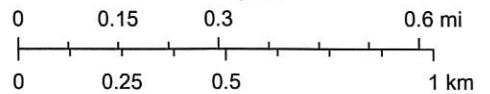


1/6/2022, 10:36:16 AM

1:18,056

Zoning

- R-1: Residential District
- R-2: Residential District
- R-4: Single and Two-Family Residential District
- ER: Estate Residential District



Brown County, Robert E. Lee & Associates, Inc.

A-2: Exclusive Agricultural To A-1: Agricultural



0 0.2 0.4 mi

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Part of Brown County WI

Map printed on 1/6/2022



1:12,000

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