



Village of Hobart – www.hobartwi.gov
 Village Office - 2990 South Pine Tree Road, Hobart, WI

Notice is hereby given according to State Statutes that the **PLANNING AND ZONING COMMISSION** of the Village of Hobart will meet on **Monday October 6th 2025 at 5:30 P.M.** at the Village Office (2990 South Pine Tree Road). **NOTICE OF POSTING:**
 Posted this 1st day of October, 2025 at the Hobart Village Office and on the village website.

MEETING NOTICE – PLANNING AND ZONING COMMISSION

Date/Time: Monday October 6th 2025 (5:30 P.M.)

Location: Hobart Village Office (2990 South Pine Tree Road)

ROUTINE ITEMS TO BE ACTED UPON:

1. Call to order/Roll Call.
2. Certification of the open meeting law agenda requirements and approval of the agenda
3. Approval of Minutes of September 8th 2025 meeting (Page 2)
4. Public Comment on Non-Agenda Items

ACTION ITEMS

5. DISCUSSION AND ACTION – Quarry operations renewal at existing quarry located at 361 Orlando Drive (Page 3)

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

6. DISCUSSION AND ACTION – Certified Survey Map (CSM), 600 block of Centerline Drive (HB-523-7, HB-523-2, and part of HB-525-2) (Page 8)

The property owner of parcels HB-523-7, HB-523-2, and part of HB-525-2, located in the 600 Block of Centerline Dr., is proposing a two lot CSM combining 3 parcels into two parcels of 1.910 and 3.465 acres, with 1 Outlot of 0.669 acres along Centerline Dr. between Founders Terrace and Larsen Orchard Parkway. 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 relating to lot size and lot width

7. ADJOURN

Aaron Kramer, Village Administrator

COMMISSION MEMBERS: Rich Heidel (Chairperson), Melissa Tanke, Jeff Ambrosius, Tom Dennee, David Johnson, Bob Ross, John Rather

NOTE: A quorum of the Village Board may be present at this meeting, but no official Board action or discussion will take place. Page numbers refer to the meeting packet. All agendas and minutes of Village meetings are online: www.hobartwi.gov. Any person wishing to attend, who, because of disability, requires special accommodation, should contact the Village Clerk 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
Monday, September 8, 2025 – 5:30 pm

1. **Call to order/Roll Call** – The meeting was called to order by Rich Heidel at 5:33 pm. Jeff Ambrosius, Tom Dennee, John Rather, Melissa Tanke, and Rich Heidel were present. Excused: David Johnson, Bob Ross.
2. **Certification of the open meeting law agenda requirements and approval of the agenda** – ACTION: To certify the open meeting law agenda requirements and approve the agenda. MOTION: Heidel SECOND: Ambrosius. VOICE VOTE: 5-0.
3. **Approval of Minutes of the July 7, 2025 meeting** – ACTION: To approve the Minutes of the July 7, 2025 meeting as presented. MOTION: Dennee SECOND: Ambrosius. VOICE VOTE: 5-0.
4. **Public Comment on Non-Agenda Items** – None.

5. DISCUSSION AND ACTION – Vacating street right-of-way for Lonesome Road and a portion of West Adam Drive

The Village of Hobart has been requested by Brown County Austin Straubel International Airport to vacate street right-of-way for Lonesome Rd. and a portion of W. Adam Dr. Both street rights-of-way are undeveloped and are located within the fenced area of the airport property with all abutting parcels being owned by Brown County Airport. The initial resolution to vacate these street rights-of-way has been presented to the Village Board at the August 19th meeting and the next step in the vacating process is to have a meeting for the public at the Planning & Zoning Commission meeting. A public hearing for final action by the Village Board is slated for October 7, 2025.

ACTION: To approve the street right-of-way vacation for Lonesome Rd. and a portion of W. Adam Dr. which is legally described as:

A parcel of land located in part of Government Lots 1-5, 8, 9, 15 & 17, Section 12, T23N, R19E, Village of Hobart, Brown County, Wisconsin, described as follows:

Commencing at the Southwest corner of Section 12, T23N, R19E;

thence N86°19'25"E, 1823.44 feet along the south line of the SW ¼ of Section 12;

thence N03°40'35"W, 24.75 feet to the north right of way line of West Adam Drive, the POINT OF BEGINNING;

thence N86°19'25"E, 619.76 feet along said north right of way line to the west right of way line of Lonesome Road;

thence N00°52'17"E, 1297.98 feet along said west right of way line;

thence N01°03'21"E, 559.30 feet along said west right of way line to the north right of way line of Lonesome Road;

thence N58°37'56"E, 59.23 feet along said north right of way line;

thence S01°03'21"W, 590.98 feet along the east right of way line of Lonesome Road;

thence S00°52'17"W, 1293.92 feet along the east right of way line of Lonesome Road to the north right of way line of West Adam Drive;

thence N86°19'25"E, 1488.28 feet along said north right of way line;

thence S00°05'26"W, 49.61 feet along the east right of way line of West Adam Drive to the south right of line of West Adam Drive;

thence S86°19'25"W, 2154.94 feet along said south right of way line to the northwest corner of land described in Jacket 8269, Image 36, Brown County Registry;

thence N03°40'35"W, 49.50 feet to the Point of Beginning.

Said parcel proposed to be vacated contains 200,305 Square Feet (4.598 Acres) of land, more or less.

MOTION: Dennee SECOND: Tanke. VOICE VOTE: 5-0.

6. ADJOURN (5:43 pm)– MOTION: Ambrosius SECOND: Tanke VOICE VOTE: 5-0.

Respectfully submitted by Lisa Vanden Heuvel, Village Clerk



TO: Planning & Zoning Commission

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

FROM: Todd Gerbers, Director of Planning and Code Compliance

DATE: October 6, 2025

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

RECOMMENDATION: Discussion and possible action.

GENERAL INFORMATION

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

BACKGROUND

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

Representative(s) from NEA will be in attendance to discuss the quarry operations from 2025 and their best laid plans for 2026. This review and discussion is required before the annual operating permit can be issued by Village Staff in December 2025.

RECOMMENDATION/CONDITIONS

Direct Staff accordingly



Northeast Asphalt, Inc.
2025 Non-Metallic Mining Annual Operation Permit Renewal

The non-metallic mining permit issued to Northeast Asphalt, Inc. pursuant to Chapter 12 of the Village of Hobart Code of Ordinances for the operation of its quarry located at 361 Orlando Dr., Village of Hobart for the period beginning January 1, 2025, and ending December 31, 2025, is subject to the following conditions:

1. Compliance at all times by the permittee and those acting at the direction of, with the permission of, or under contract with, the permittee, with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, the following:
 - A. Payment of the \$1,000 permit fee is to be paid prior to January 1, 2025.
 - B. Payment of Village Personal Property Taxes by February 1, 2025.
 - C. Compliance with all provisions of Chapter 194, the Village's Nonmetallic Mining Ordinance.
 - D. Compliance with all provisions of Chapter 156, the Village's Explosives and Blasting Ordinance, including providing and maintaining proof of insurance as required by Section 156-3 B.(2).
2. Hours of operation shall be limited to the following:
 - A. Crushing and drilling equipment shall be operated only during the hours of:
 - 5:00am – 9:00pm Monday – Friday, April 1 to September 30.
 - 5:00am – 11:00pm Monday – Friday, October 1 to March 31.
 - 5:00am – 2:00pm Saturday all year.
 - B. Hours of operation for trucking and loading of all materials are:
 - 5:00am – 9:00pm Monday – Friday, all year
 - 5:00am – 3:00pm Saturdays, all year
 - C. No operations on Sunday or Holidays.
 - D. Extension of these hours in emergency situations may be approved by the Village of Hobart.
3. The Operator agrees to post a sign that instructs drivers that they not use an engine brake when arriving at the site.
4. Blasting operations shall be limited as specified in the Blasting Ordinance.
5. Maintenance and repair work, which includes the operation of small engines, and cold weather startup (idling engines and power take offs (PTO's) only) may be done outside of the limits specified above.



6. Except as noted above, additional hours of operation may be permitted only by written approval of the Village Board.
7. No dust, debris or particulate shall be tracked out of the quarry by vehicles and equipment leaving the quarry using drives or passageways used for transporting quarry products out of the quarry bounds.
8. No expansion of the quarry or extension of any term beyond permitted property shall be allowed, without advance approval of the Village's Site Review Committee.
9. At least one week prior to any blasting, the Village shall be provided with the name, address and business phone number of the blaster, and a copy of the blaster's certificate of insurance for such blasting operations.

By the end of each day after each blast fired, the Village shall be provided with the log information as identified in municipal ordinance section 5.303 subsection 6. Additionally, the Village shall be provided with an aerial map, using the most current and readily accessible aerial view, identifying the location of each blast fired.

10. All materials on roadways as a result of quarry operations shall be removed from the roadway within one hour after the termination of quarry operations on that day. Materials shall be removed more frequently if reasonably necessary for public safety and nuisance abatement.
11. The quarry property site shall be open to inspection by Village of Hobart representatives upon request.
12. The Village may have water samples collected and tested at the permittee's expense as follows:
 - A. The Village may take two rounds of samples. If considered necessary, the first sample round will be taken in the month of June and the second in the month of October. A copy of the sampling/test results and a bill for the direct costs of testing will be forwarded to the permittee as soon as possible by the Village of Hobart.
 - B. Each round shall not exceed ten samples, one of which may be from the quarry and the others from drinking water wells.
 - C. Each sample shall be tested for arsenic, grease/oil and nitrates.
 - D. This provision shall not prohibit the Village from taking and testing further samples at its own expense.
13. The permittee shall provide the Village with copies of all permits, licenses and other documents required by the state of Wisconsin or Brown County, as they are acquired or updated, for the permittee or others to carry on operations at the quarry.



14. Fugitive dust from operations shall not exceed 20% opacity at any point outside the project site. Testing to follow U.S. EPA Method 9 or Method 22.
15. Blasting shall be subject to the following restrictions unless prior authorization has been obtained:
 - A. Monitoring of blasts shall be conducted at the nearest residence, business or other inhabited structure located on the same side of the quarry as the blast being conducted. There shall be no open quarry between the blast and the monitoring equipment.
 - B. The provisions of this permit shall not excuse compliance with additional or more restrictive conditions of the Blasting Ordinance.
16. This permit is subject to review by the Village Planning and Zoning Commission at regularly scheduled meetings as determined by the Commission. If the Planning and Zoning Commission finds in any review cause to amend this permit with other conditions or requirements to better ensure proper operation, such conditions and requirements may be enacted and made applicable upon approval by the Village Board as provided in municipal ordinance 194-8 L.

If the Planning and Zoning Commission finds cause for suspension or revocation of this annual operation permit, this permit may be suspended or revoked in accordance with municipal ordinance 194-14 B.

Failure to comply with any of the above conditions constitutes a violation of Village ordinances and may result in enforcement action including, but not limited to, suspension or revocation of the permit.

The permittee has fully reviewed the above conditions with the Village and understands and accepts them as a part of this permit.

Dated: December 31, 2024

Village of Hobart

By: Todd Gubers 1/2/25

Title: Director of Planning and Code Compliance



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

Part of Brown County WI

Map printed on 11/1/2023

1:6,000

1 inch = 500 feet*

1 inch = 0.0947 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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



(920) 448-6480

www.browncountywi.gov



TO: Planning & Zoning Commission

RE: CSM, Centerline Dr. HB-523-7, HB-523-2, and part of HB-525-2

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: October 6, 2025

ISSUE: Consider a 2 Lot CSM creating two new parcels of 1.910 and 3.465 acres, with 1 Outlot of 0.669 acres

RECOMMENDATION: Staff recommends approval.

GENERAL INFORMATION

1. Applicants/Agent: Bryan Pfeffer – Robert E. Lee & Associates, Inc.
2. Owner: North Hobart Business Park, LLC
3. Parcel: HB-523-7, HB-523-2, and part of HB-5252
4. Zoning: PDD#1: Centennial Centre at Hobart District

ZONING REQUIREMENTS

The property owner of parcels HB-523-7, HB-523-2, and part of HB-525-2, located in the 600 Block of Centerline Dr., is proposing a two lot CSM combining 3 parcels into two parcels of 1.910 and 3.465 acres, with 1 Outlot of 0.669 acres along Centerline Dr. between Founders Terrace and Larsen Orchard Parkway. 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 relating to lot size and lot width.

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.



- ☐ 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: Bryan Pfeffer - RELEE & Associates Date: 9/04/2025
 Petitioner's Address: 1250 Centennial Centre Blvd City: Hobart State: WI Zip: 54155
 Telephone #: 920-662-9641 Email: bpfeffer@releeinc.com

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

Petitioner's Signature (required): *Bryan L Pfeffer* Date: _____

OWNER INFORMATION

Owner(s): North Hobart Business Park, LLC Date: 9/4/2025
 Owner(s) Address: 3323 Bay Ridge Ct City: Hobart State: WI Zip: 54155
 Telephone #: 920-498-9300 Email: ccalmes@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: *CC* Date: 9/10/2025

SITE INFORMATION

Address/Location of Proposed Project: vacant land - Founders Terrace Parcel #: HB- 525-2, 523-;
 Proposed Project Type: Dog boarding and daycare
 Current Use of Property: Vacant Land Zoning: PDD #1
 Land Uses Surrounding Site:
 North: State Trunk Highway
 South: Vacant Land
 East: Vacant Land
 West: Vacant Land

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

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

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9925, DOCUMENT NUMBER 3099887 AND PART OF LOTS 1 AND 3,
ALL BEING PART OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Bryan L. Pfeffer, 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 all of Lot 1 of Certified Survey Map Number 9925, Document Number 3099887 and part of Lots 1 and 3, all being part of Section 11, Township 24 North, Range 19 East, Village of Hobart, Brown County, Wisconsin, more fully described as follows:

Commencing at the North 1/16 corner on the west line of said Section 11; thence S89°47'52"E, 1309.26 feet on the south line of Lot 2 of said Section 11 to the West 1/16 corner on the north 1/2 line of said Section 11; thence N01°33'05"E, 142.92 feet on the east line of said Lot 2 and continuing on the east line of said Lot 3 to the north right of way of Centerline Drive, the POINT OF BEGINNING; thence S88°30'00"W, 88.91 feet on said north right of way to the east right of way of Founders Terrace; thence N00°31'00"E, 450.79 feet on said east right of way; thence on said east right of way, 30.16 feet on the arc of a 37.50 foot radius curve to the right, having a long chord which bears N23°33'13.5"E, 29.35 feet; thence on said east right of way and continuing on the northeast and north right of way of Founders Terrace, 187.88 feet on the arc of a 75.00 foot radius curve to the left, having a long chord which bears N25°10'24"W, 142.47 feet to the east line of Lot 1, Certified Survey Map Number 9588, Document Number 3028549; thence N01°33'05"E, 288.44 feet on said east line to the south right of way of State Trunk Highway "29-32"; thence S61°40'25"E, 414.59 feet on said south right of way to the northeast corner of Lot 1 of Certified Survey Map Number 9925, Document Number 3099887; thence S00°01'19"W, 689.65 feet on said east line to the north right of way of Centerline Drive; thence S88°30'00"W, 238.88 feet on said north right of way to the Point of Beginning.

Said parcel contains 263,266 square feet or 6.044 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 the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Chapter 21 of the Brown County Land Division and Subdivision Ordinance in the surveying, dividing and mapping of the same.

Dated this _____ day of _____, 2025.

Bryan L. Pfeffer

PLS #2924

ROBERT E. LEE & ASSOCIATES, INC.

Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	46°04'27"	37.50'	30.16'	N23°33'13.5"E	29.35'	N46°35'27"E	N00°31'00"E
C2	27°11'41"	37.50'	17.80'	N14°06'50.5"E	17.63'	N27°42'41"E	N00°31'00"E
C3	18°52'46"	37.50'	12.36'	N37°09'04"E	12.30'	N46°35'27"E	N27°42'41"E
C4	143°31'42"	75.00'	187.88'	N25°10'24"W	142.47'	N46°35'27"E	S83°03'45"W
C5	103°06'53"	75.00'	134.98'	N04°57'59.5"W	117.48'	N46°35'27"E	N56°31'26"W
C6	40°24'49"	75.00'	52.90'	N76°43'50.5"W	51.81'	N56°31'26"W	S83°03'45"W

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9925, DOCUMENT NUMBER 3099887 AND PART OF LOTS 1 AND 3,
ALL BEING PART OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

LOT DRAINAGE 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.

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 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.

(Covenants continued on sheet 4 of 6)

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9925, DOCUMENT NUMBER 3099887 AND PART OF LOTS 1 AND 3,
ALL BEING PART OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

RESTRICTIVE COVENANTS (CONTINUED):

2. Notice of Transfer.

- (a) **Notice and Consent to Transfer.** Prior to any transfer of any interest in the Subject Real Estate (or any part thereof) the party proposing to transfer an interest shall comply with the following. The transferor shall provide advance written notice of the intended transfer, executed by both the transferor and the intended transferee of such interest, to the Village of Hobart. The notice shall contain: (1) a complete and accurate description of the interest to be transferred and the relevant part(s) of the Subject Real Estate affected; (2) the correct legal name and current business address of the transferee; and (3) a legally enforceable consent agreement from the transferor and transferee acknowledging knowledge of these Restrictive Covenants and, further agreeing that the Subject Real Estate shall be subject to the terms and conditions hereof following the transfer and that transferee will take no action in violation of these Restrictive Covenants. The notice of transfer shall be delivered to the Village of Hobart not later than fifteen (15) calendar days prior to any transfer of any interest in the Subject Real Estate or any portion thereof. The Village of Hobart shall have fifteen (15) days from the date of the notice of transfer to object to the transfer as being in violation of the terms of these Restrictive Covenants by forwarding written notice thereof to the transferor. In the event of such an objection, the transferor shall be prohibited from transferring the interest alleged to be transferred until such time as a court of competent jurisdiction determines that the proposed transfer does not violate the terms of these Restrictive Covenants.
- (b) **Failure to Act.** If the Village of Hobart fails to timely object to the transfer within fifteen (15) calendar days, the transfer may occur; provided, however, that the Village of Hobart's failure to object shall not operate, in any manner, as a waiver of any of the restrictions set forth herein or the consent to violate any of the terms hereof.
- (c) **Basis for Objection.** Village of Hobart shall not unreasonably withhold or delay its consent to any transfer of any interest subject to these Restrictive Covenants, and the sole and exclusive basis for any objection made pursuant to the foregoing process shall be that the transfer would cause a violation of these Restrictive Covenants.
- (d) **Inapplicability.** Notwithstanding anything in these Restrictive Covenants to the contrary, the foregoing provisions are not intended to affect, and shall not apply to: (i) any transferor's grant of utility, ingress/egress, access, maintenance, signage, drainage, conservation or other easements or similar interests of any type or nature in the Subject Real Estate (or parts thereof) for the benefit of third parties which are immaterial to the fee ownership of the Subject Real Estate; (ii) any transferor's grant to a third party or parties of any real estate security agreement, mortgage(s), deed in trust, Uniform Commercial Code (UCC) fixture or other filing or other similar security devices or instrument evidencing a collateral interest in the Subject Real Estate (or any part thereof) to be held by any bank, credit union, savings and loan or saving bank, and/or other lenders in consideration of past, present and/or future indebtedness by any transferor, unless, and not until, there is a foreclosure or execution on such real estate security instrument which results in the transfer of title to the Subject Real Estate (or any part thereof); or (iii) any other grant of a material interest in the Subject Real Estate (or part thereof) which does not substantially alter the fee simple or other equitable ownership in the Subject Real Estate and does not result in the violating the restrictions contained in paragraph 1 above.

- 3. **Waiver of Certain Restrictions.** Notwithstanding anything in these Restrictive Covenants to the contrary, the restrictions set forth in paragraph 1, hereof, as restrictions (1) and (2) which pertain to tax assessments against the Subject Real Estate (or any part thereof), shall be deemed to have been waived by the Village as to any owner and proposed transferee of the Subject Real Estate (or any part thereof), provided that the proposed transferee enters into a written and legally enforceable agreement, that the proposed transferee will make payments to the Village of Hobart in lieu of real estate taxes, which payments shall equal the tax assessments which would otherwise be due the Village of Hobart, Brown County, Pulaski School District and Vocational/Technical School (or any other beneficiary of real estate taxes) for the Subject Real Estate (or portion) owned or proposed to be transferred, and which shall be due at the time real estate tax payments are due from the real estate tax assessed parcels of the Village of Hobart and that the obligation to make said payment shall be in full force and effect for so long as the proposed transferee holds title to the Subject Real Estate (or any portion thereof). The proposed transferee must further confirm and agree, in writing to the Village of Hobart, that in the event that any such payment in lieu of real estate taxes is not made when due, the proposed transferee consents to the imposition of a lien on the Subject Real Estate (or portion) in favor of the Village, in the amount of the unpaid amount. With respect to restriction (3) contained in paragraph 1, the Village will agree to waive this restriction upon receipt of a legally enforceable consent agreement whereby the owner or proposed transferee agrees to be bound by the jurisdiction of the Village of Hobart, including, but not limited to, zoning authority and controls.

- 4. **Duration of Restrictions.** The covenants, conditions, and restrictions contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them, unless and until an instrument terminating the covenants set forth herein, or any portion thereof, is executed by the owners of record title and Village of Hobart and filed with the Register of Deeds for Brown County, Wisconsin.

- 5. **Reformation of Covenants.** If any provision or clause of these Restrictive Covenants is held to be invalid or inoperative by a court of competent jurisdiction, then such clause or provision shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified for it to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.

- 6. **Amendment of Covenants.** These Restrictive Covenants may be amended by the Village without the consent of any owner, lien holder or other party having an 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.

(Covenants continued on sheet 5 of 6)

CERTIFIED SURVEY MAP

**ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9925, DOCUMENT NUMBER 3099887 AND PART OF LOTS 1 AND 3,
ALL BEING PART OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN**

RESTRICTIVE COVENANTS (CONTINUED):

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 _____, 2025, 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 _____

CERTIFIED SURVEY MAP

**ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9925, DOCUMENT NUMBER 3099887 AND PART OF LOTS 1 AND 3,
ALL BEING PART OF 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 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 PLANNING COMMISSION**

North Hobart Business Park, LLC	Date
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Print name and title

STATE OF WISCONSIN)
_____) COUNTY) SS

Personally came before me this _____ day of _____, 2025, the above named to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

(print name) _____

My commission expires: _____

VILLAGE OF HOBART BOARD APPROVAL:

Approved by the Village of Hobart this _____ day of _____, 2025.

Lisa Vanden Heuvel, 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.

Ray Suennen	Date
Brown County Treasurer	

BROWN COUNTY PLANNING COMMISSION:

Approved for the Brown County Planning Commission this _____ day of _____, 2025.

Devin Yoder, Senior Planner

