



# AGENDA

## VILLAGE OF LITTLE CHUTE PLAN COMMISSION MEETING

PLACE: Little Chute Village Hall – Village Board Room

DATE: Monday, July 22, 2019

TIME: 6:00 p.m.

- A. Call to order
  - B. Roll Call
  - C. Public Appearance for Items Not on the Agenda
- 
- 1. Approval of Minutes from the Plan Commission Meeting of May 13, 2019
  - 2. Recommendation—1755 Bohm Drive Condominium
  - 3. Recommendation—1001 Moasis Drive CSM
  - 4. Recommendation—Amendment Number One to Tax Incremental Finance District #7
  - 5. Unfinished Business
  - 6. Items for Future Agenda
  - 7. Adjournment

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made with as much advance notice as possible to the Clerk's Office at 108 West Main Street, (920) 423-3852 July 18, 2019

## MINUTES OF THE PLAN COMMISSION MEETING MAY 13, 2019

### Call to Order

The Plan Commission meeting was called to order at 6:00 p.m. by Commissioner Van Lankvelt

### Roll Call

PRESENT: Todd Verboomen  
Richard Schevers  
Larry Van Lankvelt  
Bill Van Berkel  
Kent Taylor  
EXCUSED: President Vanden Berg

STAFF PRESENT: Administrator Fenlon, Community Development Director Moes

### Public Appearance for Items Not on the Agenda

None

### Approve Minutes from the Plan Commission Meeting of April 8, 2019

*Moved by Commissioner Verboomen, seconded by Commissioner Schevers to Approve the Minutes of April 8, 2019*

All Ayes— Motion Carried

### Discussion/Recommendation—Industrial Park Parking

Director Moes advised the Plan Commission that staff is recommending parking be prohibited from 2:00 a.m. to 6:00 a.m. in the Industrial Park. Questions were asked about how other communities handle parking situations in their industrial parks.

*Moved by Commissioner Verboomen, seconded by Commissioner Van Berkel to recommend to the Village Board to Approve the Industrial Park Parking restrictions as presented*

All Ayes— Motion Carried

### Unfinished Business

None

### Items for Future Agenda

Backyard Chickens  
Two TID Amendments

### Adjournment

*Moved by Commissioner Verboomen, seconded by Commissioner Van Berkel to Adjourn the Plan Commission Meeting at 6:27 p.m.*

All Ayes— Motion Carried

## VILLAGE OF LITTLE CHUTE

---

By: Michael Vanden Berg, Village President

---

Attest: Laurie Decker, Village Clerk



VAN LIESHOUT LAW OFFICE

[www.littlechutelaw.com](http://www.littlechutelaw.com)

---

June 14, 2019

Village Planning Commission  
Village of Little Chute  
108 W. Main Street  
Little Chute, WI 54140

Re; 1755 Bohm Drive Condominium

Dear Sir / Madam:

I represent Timothy R. Johnson, the owner of property located at 1755 Bohm Drive in the Village of Little Chute (the "Property"). On behalf of Mr. Johnson, I submit the following documentation for consideration in converting the Property into condominium units:

1. Condominium plat prepared by Hebert Associates, Inc.;
2. Disclosure Materials including:
  - a. Condominium Declaration
  - b. Executive Summary
  - c. By-Laws
  - d. Articles of Association

I would ask that this request be heard at the next Planning Commission meeting. Should you require any additional information or have any questions, please do not hesitate to contact me.

Sincerely,

VAN LIESHOUT LAW OFFICE

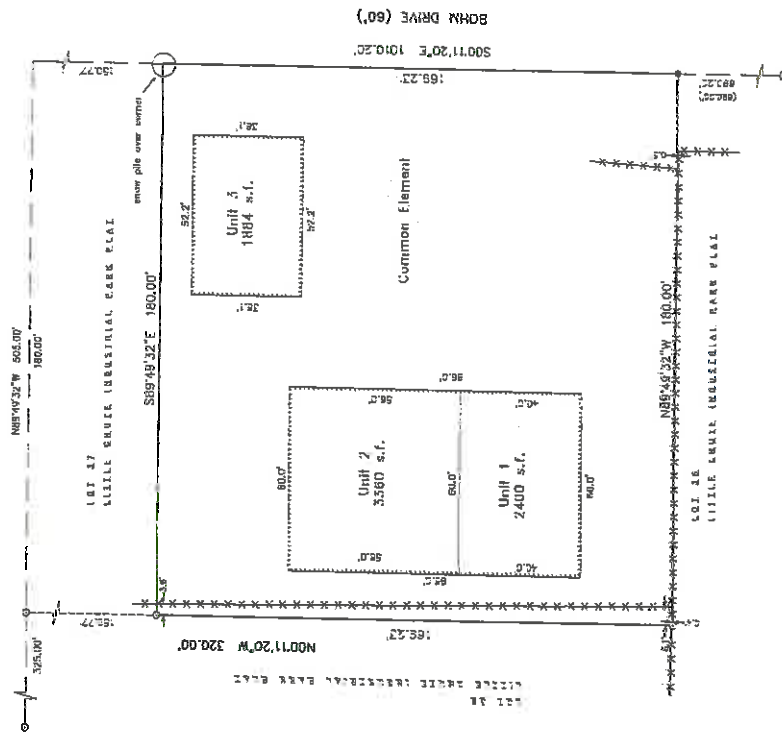
A handwritten signature in black ink, appearing to read 'David J. Van Lieshout', written over a horizontal line.

David J. Van Lieshout

DVL:saw  
Enclosures

# 1755 Bohm Drive Condominium

All of Lot 2 of Certified Survey Map 50422 being part of Lot 37, Little Chute Industrial Park Plat, Village of Little Chute, Wisconsin



North is referenced to the Wisconsin County Coordinate System, Quasimetric County (NAD 1983/91 datum)



I, David Hebert, Registered Wisconsin Land Surveyor, do hereby certify that this plat is a correct representation of the land described and the identification and location of each unit and the common elements can be determined from the plat.



**Hebert Associates, Inc.**

Land Surveying • Soil Testing

1110 W. Wisconsin Ave.  
Little Chute, WI 54151  
Phone: 920-734-8373  
Fax: 920-734-3886

SHEET 1 of 1 PLAT 19004N01

**DISCLOSURE MATERIALS  
1755 BOHM DRIVE CONDOMINIUM  
VILLAGE OF LITTLE CHUTE,  
OUTAGAMIE COUNTY, WISCONSIN**

DECLARANT:       TIMOTHY R. JOHNSON  
                      PO BOX 481  
                      BUTTE DES MORTS, WI 54927

ONE: THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

TWO: THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH PARTICULAR EXECUTE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

THREE: YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN (5) BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

**1755 BOHM DRIVE CONDOMINIUM  
VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN**

**INDEX**

1. **DECLARATION**: The Declaration establishes and describes the condominium units and the common areas.
2. **EXECUTIVE SUMMARY**. The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium.
3. **BY-LAWS**: The bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners.
4. **ARTICLES OF ASSOCIATION**: The operation of a condominium is governed by the Association of which each unit owner is a member. Powers, duties, and operation of an Association are specified in its articles of association.
5. **MANAGEMENT OR EMPLOYMENT CONTRACTS**: There are no management or employment contracts concerning the Condominium.
6. **ANNUAL OPERATING BUDGET**: The Association incurs expenses for the operation of the Condominium which may be assessed to the unit owners. There is no estimated operating budget at this time.
7. **LEASES**: There are no leases of units of the Condominium at this time.
8. **EXPANSION PLANS**: The Declarant has no plans to expand the Condominium.
9. **MAP**: The Declarant has provided a map of the Condominium which shows the location of the unit which you are considering and all facilities and common areas which are part of the Condominium. The map is attached as Exhibit "A".

**CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
1755 BOHM DRIVE CONDOMINIUM**

**TABLE OF CONTENTS**

1. Statement of Declaration - Page 1
2. Legal Description - Page 1
3. Name - Page 1
4. Description and Location of Buildings - Page 1
5. Description of Units - Page 2
6. Description of Common Elements - Page 2
7. Maintenance of Common Elements - Page 2
8. Description of Limited Common Elements - Page 2
9. Maintenance of Limited Common Elements - Page 2
10. Destruction and Reconstruction - Page 2
11. Use - Page 2
12. Easements - Page 3
13. Binding Effect - Page 3
14. Insurance - Page 3
15. Service of Process - Page 3
16. Percentage of Interest and Votes - Page 3
17. Association of Unit Owners - Page 3
18. Right of Declarant to Dispose of Units - Page 4
19. Liability for Common Expenses - Page 4
20. Partition of Common Elements Prohibited - Page 4
21. Conveyance to Include in Common Elements and Facilities and Limited Common Elements - Page 5
22. Rules and Regulations - Page 5
23. Failure of the Association to Insist on Strict Performance Not Waiver - Page 5
24. Amendments and Declaration - Page 5
25. Notices - Page 6
26. Number and Gender - Page 6
27. Captions - Page 6
28. Severability - Page 6
29. Statutory Reserve Account - Page 6

Exhibit "A" - Condominium Map - Page 10A

Diagrammatic Floor Plans - Page 10 B

**CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
1755 BOHM DRIVE CONDOMINIUM**

This Declaration is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter occasionally referred to as the "Act") this 11 day of June, 2019, by Timothy R. Johnson (hereinafter collectively referred to as "Declarant").

1. STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed thereon to the condominium form of ownership in the manner provided by law and by this Declaration.

Declarant hereby declares that he is the sole owner of the real property described in this Declaration together with all buildings and improvements thereon which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration.

2. LEGAL DESCRIPTION

The following described real estate is subjected to the provisions of this Declaration:

Lot Two (2), Certified Survey Map No. 5022, filed in the Office of the Register of Deeds for Outagamie County, Wisconsin on February 14, 2005 in Volume 28 on Page 5022, as Document No. 1650746, said Survey Map being part of Lot Thirty-seven (37), Little Chute Industrial Park Plat, Village of Little Chute, Outagamie County, Wisconsin.

3. NAME

The aforesaid real estate and the buildings and improvements thereon shall be known as 1755 Bohm Drive Condominium.

4. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be three (3) buildings on the real estate described above, each building to be classified as a unit. Each building is to be located on the map marked **Exhibit A** attached hereto and made a part of this Declaration.

5. DESCRIPTION OF UNITS

Unit "1" has a post office address of 1755 Bohm Drive, Little Chute, Wisconsin and contains 2400 square feet. It is a one (1) story commercial/industrial space.



Unit "2" has a post office address of 1755 Bohm Drive, Little Chute, Wisconsin and contains 3360 square feet. It is a one (1) story commercial/industrial space.

Unit "3" has a post office address of 1755 Bohm Drive, Little Chute, Wisconsin and contains 1884 square feet. It is a one (1) story commercial/industrial space.

The Units are standalone structures. Each unit boundaries are the outside surfaces of all exterior walls.

6. DESCRIPTION OF COMMON ELEMENTS

The common elements consist of the parking lot as described on the map attached hereto as Exhibit A.

7. MAINTENANCE OF COMMON ELEMENTS

The common elements described in Section 6 above shall be maintained by the 1755 Bohm Drive Condominium Owners Association, Inc. as further set forth below in Section 17.

8. DESCRIPTION OF COMMON ELEMENTS

This condominium is comprised of three buildings which are each classified as a separate unit. The only common elements of the Condominium is the parking area.

9. MAINTENANCE OF COMMON ELEMENTS.

The cost of maintenance and repair of the roof and exterior walls for each unit which is located in the condominium shall be the cost of the owner of the unit. The parking lot shall be the only common area of the condominium. No repair or replacement of the parking lot or portion thereof shall be made without the written agreement of all unit owners. Each unit owner shall be responsible for snow removal immediately outside the entrance or exit of that owner's unit.

10. DESTRUCTION AND RECONSTRUCTION

In the event of the total destruction of a unit, it shall be determined by owner of the unit whether to rebuild, repair or restore or sell the unit. If the Unit is rebuilt, it must be rebuilt in the same footprint of the Unit prior to the damage to it.

11. USE

Each unit is intended for and restricted exclusively to commercial or industrial use, including storage. No unit may be used for residential purposes.

12. EASEMENTS

Easements are hereby declared and granted for utility purposes as said easements may exist and appear of record.

13. BINDING EFFECT

All easements and rights described herein are easements appurtenant, running with the land. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, their successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, executors administrators, successors and assigns.

Acceptance of a deed by a unit owner should constitute an acceptance of the provisions of this Declaration, Bylaws and other rules and regulations adopted pursuant thereto.

14. INSURANCE

The unit owners shall provide insurance coverage for loss by fire and extended coverage in an amount sufficient to protect their interest in their unit as well as their limited common elements. Such insurance shall be obtained in the name of the unit owner and their mortgagees as their interests may appear. The Association shall obtain insurance for all common elements.

15. SERVICE OF PROCESS

Service of process is to be had upon Timothy R. Johnson. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the 1755 Bohm Drive Condominium Owners Association and upon proper filing of said name with the appropriate agency of the State of Wisconsin.

16. PERCENTAGE OF INTEREST AND VOTES

The percentage of interest in common elements shall be as follows: Each unit shall be an undivided interest equal to the percentage of area of that unit as it relates to the total area of all units. The rights and responsibilities of owners shall be determined by the Association of condominium owners as more particularly described in Section 17 below.

17. ASSOCIATION OF UNIT OWNERS

A. **Duties and Obligations.** All unit owners shall be entitled and required to be members of an Association of unit owners known as 1755 Bohm Drive Condominium Owners Association (the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities of the condominium. The Association shall be an unincorporated organization. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations established under this Declaration, the Bylaws and the Rules and Regulations of the Association.

B. **Association Powers.** The Association shall have all of the powers set forth in Section 703.15(3) (a) and (b) of the Wisconsin Statutes.

18. RIGHT OF DECLARANT TO DISPOSE OF UNITS

Declarant shall have the right to sell or otherwise dispose of units by deed, land contract, or by such other means of conveyance as it may choose, and in the event that the Declarant shall be forced to foreclose or otherwise recover possession of any unit as a result of the default of a purchaser under a land contract, installment sale, or purchase money mortgage, then Declarant shall be free to dispose of any such unit by any means whatsoever. Nothing herein contained shall in any way restrict Declarant's right to lease units not sold or otherwise disposed of.

19. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repairs, maintenance and other expenses of the maintenance of the common elements shall be paid for by the Association. The Association shall make assessments against the unit owners as well as the units themselves, for such common expenses.

No unit owner may exempt himself/herself or his/her unit ownership from liability for his/her contribution toward the common expenses by waiver of the use and enjoyment of any of the common or limited common elements or services or by the abandonment of his/her unit.

No conveyance shall relieve the unit owner from such liability and each unit owner shall jointly, severally, and personally be liable along with the unit owner's grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to the unit owner's unit have been paid.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner, and also a lien, until paid, against the unit to which charged, as provided by the Act, without the necessity of filing such lien, and this provision shall constitute a notice to all successors of title to each unit.

20. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. Any such partition shall be a partition in kind.

21. CONVEYANCE TO INCLUDE COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS

The percentage of the undivided interest in the common elements and common elements shall not be separated from the unit to which it is appurtenant. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his/her interest in the unit and his/her corresponding percentage of ownership in the common elements and limited common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the later is not expressly mentioned or described therein.

22. RULES AND REGULATIONS

Each unit owner and the occupants of the units shall abide by and be subject to all the rules and regulations, duties, and obligations of this Declaration as well as the Bylaws and the Rules and Regulations of the Association which may be adopted thereby from time to time.

23. FAILURE OF THE ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

Failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or institute any action, shall not be construed as a waiver or a relinquishment for the failure of such term, covenant, condition, or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

In the event that the Association incurs attorney fees and costs in the enforcement, whether by court action or otherwise, of the Declaration, the Bylaws, or the Rules and Regulations of the condominium, then the Association shall have the right to specially assess the offending unit owner for such actual attorney fees and costs and any such special assessment shall constitute a lien against said unit owner's unit pursuant to Section 703.16(4) of the Wisconsin Statutes, as amended.

24. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act with respect to the alteration of the percentage of interest in the common elements as provided in Section 703.09(2) of the Wisconsin Statutes and the termination of the condominium form of ownership as provided in Section 703.28 of the Wisconsin Statutes, this Declaration may be amended with the written consent of at least two-thirds (2/3rds) of the unit owners. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. An amendment shall become effective when it is

recorded in the same manner as the Declaration. Prior to the initial sale of all units by the Declarant, the consent of the Declarant in writing shall also be required for any amendment. No amendment shall alter the rights of the Declarant as contained in this Declaration. Amendments shall be certified by the President and Secretary of the Association in a form suitable for recording and thereafter recorded with the Register of Deeds for Outagamie County, Wisconsin. A copy of the recorded amendment shall be mailed or personally delivered to each unit owner at his/her address on file with the Association's Secretary.

25. NOTICES

All notices and other documents required to be given by this Declaration or the Bylaws of the Association shall be sufficient if given to one registered owner of the unit regardless of the number of owners who have an interest. Notices and other documents to be served upon the Declarant shall be given to the agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his/her duty with respect to giving of such notice by mail or personal delivery to such address.

26. NUMBER AND GENDER

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

27. CAPTIONS

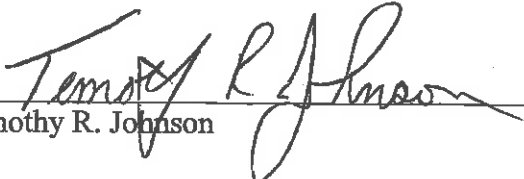
The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

28. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portions of said provision or of any other provision thereof.

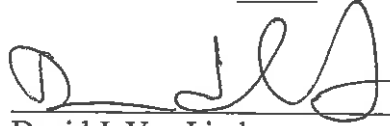
29. STATUTORY RESERVE ACCOUNT. The declarant elects not to establish a statutory reserve account under the authority granted in Section 703.163(3)(c) of the Wisconsin Statutes. If future repairs or maintenance is required, each unit owner will be assessed the cost of the same in proportion to their ownership interest in the condominium units at the time the repair or maintenance takes place.

IN WITNESS WHEREOF, the said Declarant has caused this Declaration to be executed this 11 day of June, 2019.

  
\_\_\_\_\_  
Timothy R. Johnson

**AUTHENTICATION**

Signature(s) of Timothy R. Johnson, authenticated this 11<sup>th</sup> day of June, 2019.

A handwritten signature in black ink, appearing to read 'D. J. Van Lieshout', written over a horizontal line.

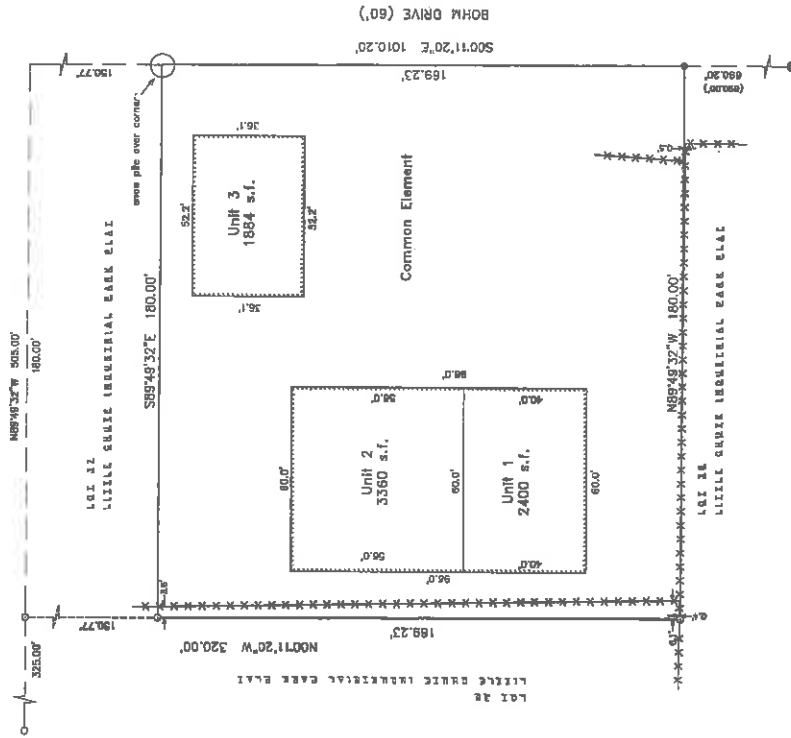
David J. Van Lieshout

TITLE: MEMBER STATE BAR OF WISCONSIN

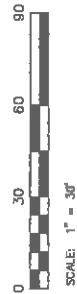
This instrument drafted by  
David J. Van Lieshout, Attorney at Law  
VAN LIESHOUT LAW OFFICE  
122 E. Main Street  
Little Chute, Wisconsin 54140

# 1755 Bohm Drive Condominium

All of Lot 2 of Certified Survey Map 5022 being part of Lot 37, Little Chute Industrial Park Plat, Village of Little Chute, Wisconsin



North is referenced to the Wisconsin County Coordinate System, Outagamie County (NAD 1983/91 datum)



- LEGEND**
- = Set  $\frac{3}{4}$ " x 18" iron rebar
  - = Found  $\frac{3}{4}$ " x 18" iron rebar
  - = Found  $\frac{3}{4}$ " x 18" iron rebar (1.315" O.D.)
  - = Recorded as
  - = Chain link fence
  - = Existing culvert

I, David Hebert, Registered Wisconsin Land Surveyor, do hereby certify that this plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from the plat.

David Hebert, PLS \_\_\_\_\_ date \_\_\_\_\_



**Hebert Associates, Inc.**

Land Surveying • Soil Testing

1110 W. Wisconsin Ave. 920-754-8373  
Appleton, WI 54914 Fax 920-754-3968

SHEET 1 of 1 FILE # 19004N01

**EXECUTIVE SUMMARY**  
**1755 BOHM DRIVE CONDOMINIUM**

1. The name of the condominium is 1755 BOHM DRIVE CONDOMINIUM.
2. The condominium will be operated by the 1755 Bohm Drive Condominium Owners Association ("Association"). The Association is an unincorporated organization. The name, address and telephone number of the contact individual for the condominium is:

TIMOTHY R. JOHNSON  
PO BOX 481  
BUTTE DES MORTS, WI 54927

3. There are no special amenities.
4. Each owner is responsible for maintenance and repair of the interior and improvements made by that owner.
5. Owners are responsible for maintenance and repair of common areas in proportion to total units by multiplying the cost by a fraction, the numerator of which is the area of the unit owned by the individual and the denominator is the total area of all units in existence in the Condominium. 6. Rental of units is not prohibited.
7. There are no present rules restricting alteration of units.
8. Parking is available in the common area. There is no cost for parking, except the cost of maintenance and repair of the common area.
9. There are no reserves for repairs.
10. The bylaws may be amended by vote of the majority of unit owners. Each identified unit is entitled to one vote. A party owning more than one unit gets as many votes as units owned.
11. There are not other restrictions or reservations relating to the condominium.



**BYLAWS  
OF 1755 BOHM DRIVE CONDOMINIUM ASSOCIATION**

**ARTICLE 1**

**Name and Purpose**

1755 Bohm Drive Condominium is an unincorporated association created by the Declaration of Condominium (the "Declaration") by Timothy R. Johnson (the "Declarant"), the following are adopted as the Bylaws of 1755 Bohm Drive Condominium, Inc. (the "Association") which is a non-profit association formed and organized to serve as an association of Unit Owners who own real estate and improvements (herein the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These Bylaws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, tenants, successors and assigns.

**ARTICLE II**

**Members, Voting and Meetings**

2.1. Members. The association shall have two classes of members; the rights and qualifications of the members are as follows:

(A) Class A Members.

1. Defined. Class A members shall be all Unit Owners, with the initial exception of the Declarant, and each of said Owners shall have one (1) vote for each Unit owned. Every Unit Owner upon acquiring title to a Unit shall automatically become a member of the Association and shall remain a member

thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Association shall automatically cease.

2. One Membership Per Unit. Each Unit Owner shall be entitled to cast the number of votes to which said Unit is entitled to as set forth in the Declaration.

3. Membership List. The Association shall maintain a current membership list showing the membership pertaining to each Unit and the person designated to cast the one vote pertaining to such Unit. Only one person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.

4. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. A transferee shall notify the Association through its Secretary of the date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the membership list effective as of the date of transfer.

(B) Class B Member. The Class B member shall be the Declarant which shall be entitled to three (3) votes for each Unit owned by the Declaration less Units sold. Declarant shall be entitled to one (1) vote three (3) years after the date that the first Condominium Unit is conveyed by the Declarant to any person other than the Declarant

or thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, whichever first occurs.

2.2 Declarant's Initial Rights. Until election of the initial Board of Directors of the Association, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board of Directors by the Condominium Ownership Act, the Declaration and the Bylaws of 1755 Bohm Drive Condominium shall be held and performed by the Declarant.

2.3 Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall consist of fifty percent (50%) of the votes entitled to vote. Votes may be cast in person or by proxy in accordance with the designations in the Membership List. The act of a majority of votes presented in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

2.4 Time, Place, Notice, and Calling of Members' Meetings. Written notice of all meetings stating the time and place and the purpose for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than thirty (30) days prior to the date of the meetings. Notice of meetings may be waived before and after meetings. The annual meeting shall be held on the first Saturday

in May of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two (2) members of the Board of Directors and must be called by such Officers upon receipt of a written request signed by the members with one-half (1/2) or more of all votes entitled to be cast.

### ARTICLE III

#### Board of Directors

3.1 Number and Qualifications of Directors. The initial Board of Directors (the "Board") shall consist of three (3) persons appointed by the Declarant, who need not be Unit Owners, to serve until the first annual meeting of the association. This provision is subject to the requirements of Section 703.16(2)(d), Wis. Stats., which provides for certain Association meetings to elect Directors as portions of the Common Element interests are conveyed.

3.2 Powers and Duties of the Board. The affairs of the Association shall be governed by the Board. All powers and duties, as shall be necessary for the administration of the affairs of the Association, shall be exercised by the Board. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, and these Bylaws.

3.3 Election and Term of Directors. At the first annual meeting of the Association, the members shall elect three (3) Directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

(a) One (1) Director whose term will expire after one (1) year, at the first annual meeting of the Association following his election.

(b) One (1) Director whose term will expire after two (2) years, at the second annual meeting of the Association following his election.

(c) One (1) Director whose term will expire after three (3) years, at the third annual meeting of the Association following his election.

The successors to the class of Directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified or until any of said Directors shall have been removed in the manner herein provided so that the term of one class of Directors shall expire in each year.

3.4 Vacancies on Board. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until their successor is elected at the next annual meeting of the members at which that class of Directors is to be elected.

3.5 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the votes of the members entitled to be cast, and a successor may then and there be elected to fill the vacancy thus created.

3.6 Regular Meetings and Notice. A regular annual meeting of the Board shall be held immediately after and at the same place as the annual meeting of the members. Notice of the regular annual meetings of the Board of Directors shall not be required.

3.7 Special Meetings and Notice. Special meetings of the Board may be called by the President or by two (2) Directors with ten (10) days prior written notice to each Director given personally or by mail, which notice shall state the time, place, and purpose of the meeting.

3.8 Waiver of Notice. Before, at, or after any meeting of the Board, any Director may, in writing, waive notice of such meeting; and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.9 Quorum of Directors and Adjournments. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business; and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. If at any meeting of the Board there shall be less than a quorum present the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.10 Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for the Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

## ARTICLE IV

### Association Officers

4.1 Designation, Election and Removal. The principal Officers of the Association shall be a President, Vice-President, Secretary, and Treasurer to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board, any Officer may be removed, either with or without cause, and his successor shall be elected at a regular meeting of the Board or at any special meeting called for that purpose. Any two (2) or more

offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice President may be held by the same person.

4.2 President. The President shall be selected from among the members of the Board and shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President, including but not limited to, the power to sign, together with any other Officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and Vice President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall count votes at meetings of the Association and shall have charge of the Association's books and records and shall, in general, perform all duties incident to the office of the Secretary.

4.5 Treasurer. The Treasurer or the managing agent chosen by the Board shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name and to the credit of the Association in such depositories as may from time to time be

designated by the Board of Directors. The Treasurer shall also be responsible for the billing and the collection of all common charges and assessments made by the Association.

4.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a Director or Officer of the Association if such person exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his own affairs; or took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by Officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

4.7 Compensation. No Director or Officer of the association shall receive any fee or other compensation for services rendered to the Association as such Officer or Director.

## ARTICLE V

### Operation of the Property

5.1 The Association. The Association, acting through the Board of Directors, shall be responsible for the administration and operation of the Condominium Property in accordance with the Declaration and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the Condominium.

5.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance, and use of the Units and the common areas and facilities by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration. The



Association members, their lessees or agents, and any occupants of the Units shall conform to and abide by all such rules and regulations. The Association through the Board shall designate such means of enforcement thereof as it deems necessary and proper.

5.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the Units and allocated among the members of the Association according to their respective percentage of ownership in the Common Elements and Facilities of the Condominium as set forth in the Declaration. The common charges shall be prorated and paid quarterly to the Association in advance. If not paid on or before the due date, the charges shall bear interest at the rate of one and one-half percent (1-1/2%) per month until paid in full.

The Declarant, Timothy R. Johnson, shall not be responsible for payment of any assessments on any unit except as provided in Section 5 of the Declaration.

5.4 Borrowing Money and Acquiring and Conveying Property. The Association, by a three-fourths (3/4ths) vote of the Unit Owners, may borrow money and may purchase or convey property, and direct any two (2) Officers of the association to execute such documents in connection therewith as is deemed necessary or appropriate by counsel for the Association.

5.5 Default. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board in the name of the Association may bring suit for and on behalf of the Association as a representative of all members to enforce collection of such delinquencies or to foreclose the lien therefore as

provided by law and there shall be added to the amount due the costs of suit and the legal interest together with reasonable attorney's fee.

5.6 Vote of the Owner in Default. No Unit Owner may vote at a meeting of the Association if the Association has recorded a statement of condominium lien on the Owner's Unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

## ARTICLE VI

### Duties and Obligations of the Unit Owners

6.1 Rules and Regulations. The Units and the Common Elements and Facilities and Limited Common Elements (hereinafter in these paragraphs sometimes collectively referred to as "commons") shall be occupied and used by Unit Owners, their guests, invitees, and lessees, in accordance with the Declaration and these Bylaws, and the rules and regulations of the Association including the following:

(a) Use. No Unit Owner shall occupy or use his Unit or the Common Area, or permit the same or any part thereof to be occupied or used for any purpose other than commercial or industrial use so long as the same complies with the zoning ordinances of the village of Little Chute, Wisconsin.

(b) Obstructions. There shall be no obstruction of the Common Elements and Facilities, and nothing shall be stored therein without the prior consent of the Association.

(c) Increase of Insurance Rates. Nothing shall be done or kept in any Unit, or in the commons which will increase the rate of insurance on the commons without the prior written consent of the Association. No Unit Owner shall permit anything to be done

or kept in his Unit or in the commons which will result in the cancellation of insurance on any part of the common area or which would be in violation of any law or ordinance.

(d) Signs. A sign advertising the business of the Unit Owner shall be allowed so long as the same complies with all laws of the Village of Little Chute, Wisconsin and state and so long as the Unit Owner provides notice of the sign to the Association.

(e) Noxious Activity. No noxious or offensive activity shall be carried on in any Unit or in the commons nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(f) Alteration, Construction, or Removal. Nothing shall be altered or constructed in or removed from the Common Elements and Facilities except upon the written consent of the Association.

6.2 Maintenance and Repair of Units. Every Unit Owner must perform properly or cause to be performed properly all maintenance and repair work within his Unit which, if omitted, would affect the project in its entirety or in a portion belonging to the other owners; and such owner shall be personally liable to the Association for any damages caused by his failure to do so.

## ARTICLE VII

### General

7.1 Fiscal Year. The fiscal year of the association shall begin on January 1<sup>st</sup> and end on December 31<sup>st</sup>.

## ARTICLE VIII

### Amendments

8.1 By Members. These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the members at any meeting called for such purpose by any affirmative vote of sixty-seven percent (67%) of all of the votes entitled to be cast.

## ARTICLE IX

### Miscellaneous

9.1 Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment, or other conveyance to him of such Unit or other evidence of his title thereto and shall file such lease and present such other evidence of his title to the Board of Directors; and the Secretary shall maintain all such information in the record of the ownership of the Association.

9.2 Mortgages. Any Unit Owner who mortgages his Unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee and also of any release of such mortgage; and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any Unit or interest therein shall report to such person the amount of any assessments against such Unit then due and unpaid.

9.3 Indemnity of Officers and Directors. Every person who is or was a Director or an Officer of the Association (together with the heirs, executors, and administrators of such person) shall be indemnified by the Association against all losses, costs, damages, and expenses (including reasonable attorney's fees) asserted against, incurred by, or imposed upon him in connection with or resulting from any claim, action, suit or proceedings including criminal

proceedings to which he is made or threatened to be a party by reason of his being or having been such Director or Officer, except as to matters as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or Officer in relation to the matter involved. The Association by its Board of Directors may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which Officers, Directors, or employees may be entitled as a matter of law.

All liability, loss, damage, costs, and expenses incurred or suffered by the Association by reason or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as common expenses provided, however, that nothing contained in this Article IX shall be deemed to obligate the Association to indemnify any member or owner of a Condominium Unit who is or has been an employee, Director, or Officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration, Wisconsin Condominium Ownership Act, the Articles and Bylaws of the Association, as a member of the Association, or the owner of a Condominium Unit covered thereby.

The Association shall, purchase (if available) appropriate liability insurance with limits of liability to be decided upon by said Board to cover the possible errors and omissions of the said

Directors and Officers of the Association. The cost of said liability insurance shall be borne by the Association as a common expense.

9.4 Subordination. These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Ownership Act.

9.5 Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

9.6 Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

## ARTICLE X

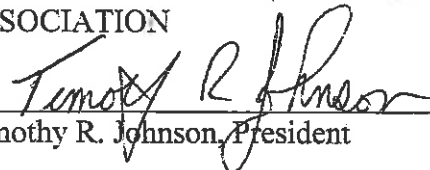
### Association Mailing Address

The mailing address of the Association shall be:

PO Box 481  
Butte Des Morts, WI 54927

These Bylaws accepted by the initial Board of Directors this 11 day of June, 2019.

1755 BOHM DRIVE CONDOMINIUMS  
ASSOCIATION

  
\_\_\_\_\_  
Timothy R. Johnson, President

**ARTICLES OF ASSOCIATION  
OF  
1755 BOHM DRIVE CONDOMINIUM OWNERS ASSOCIATION**

**TABLE OF CONTENTS**

Name – Page 1
Existence – Page 1
Purpose - Page 1
Powers – Page 1
Members – Page 2
Principal Office and Registered Agent – Page 2
Directors – Page 2
Incorporator – Page 3
Stock, Dividends, Dissolution – Page 3

**ARTICLES OF ASSOCIATION  
OF  
1755 BOHM DRIVE CONDOMINIUM OWNERS ASSOCIATION**

ARTICLE 1. Name. The name of the association is 1755 BOHM DRIVE CONDOMINIUM OWNERS ASSOCIATION.

ARTICLE 2. Existence. The period of existence shall be perpetual.

ARTICLE 3. Purpose. The purposes for which this association is organized are as follows:

- A. To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter sometimes referred to as "Condominium Property"), as provided in Wisconsin Condominium Ownership Act, under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration of Conditions, Covenants, Restrictions, and Easements for 1755 Bohm Drive Condominium as recorded in the Office of the Register of Deeds for Outagamie County, Wisconsin (the "Declaration");
- B. To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with Condominium Ownership Act and the Declaration; and
- C. To engage in any lawful activity within the purposes for which a nonstock, non-profit association may be organized under the Wisconsin Statutes, subject to the Condominium Ownership Act and the Declaration.

ARTICLE 4. Powers. The Association shall have all of the power enumerated in the Wisconsin nonstock Association Law to the extent not inconsistent with the Condominium Ownership Act, the Declaration or the Bylaws, including without limitation, the following:

- A. To exercise exclusive management and control of the common areas and facilities and limited common areas described and set forth in the Declaration;
- B. To maintain, repair, replace, reconstruct, operate and protect the common areas and facilities and limited common areas as set forth in the Declaration.
- C. To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the association as set forth in the Declaration;



- D. To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the association and the common expenses relating to the maintenance, repair, replacement reconstruction, operation and protecting of the common areas and facilities and limited common areas as described and set forth in the Declaration;
- E. To purchase insurance on the condominium property and insurance for the benefit of the association and its members as set forth in the Declaration;
- F. To make and amend reasonable regulations governing the use and operation of the condominium property in the manner provided in the Declaration;
- G. To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the Bylaws and any rules and regulations governing the use and operation of the condominium property;
- H. To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the association, and;
- I. To do all things necessary or convenient to effectuate the purposes of the Declaration.

ARTICLE 5. Members. The association shall have two classes of voting membership, consisting of Class A members who shall be all unit owners with the exception of the Declarant, and the Class B members who shall consist of the Declarant, all as set forth in the Declaration.

ARTICLE 6. Principal Office and Registered Agent. The location of the principal office shall be at PO Box 481, Butte Des Morts, Wisconsin 54927. The registered agent of the association shall be Timothy R. Johnson at such address.

ARTICLE 7. Directors. The number of directors of the association shall be fixed by the Bylaws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided by the Bylaws.

The number of directors constituting the initial Board of Directors shall be three (3); the names and addresses of the initial directors are:

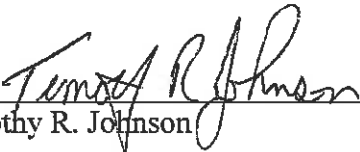
Timothy R. Johnson  
Sherry Johnson  
Nate Vosters

ARTICLES 8. Incorporator. This is an unincorporated association created by:

Timothy R. Johnson  
PO Box 481  
Butte Des Morts, WI 54927

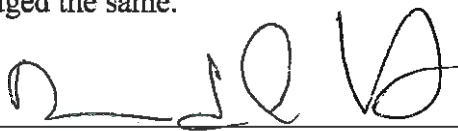
ARTICLE 9. Dissolution. In the event of dissolution of the association, all of its assets, after payment of its liabilities, shall be distributed to such one or more non-profit associations, societies or organization having purposes deemed by a majority of its directors to be similar to those of this association, and, if none are deemed to exist, then to non-profit associations, societies, or organizations devoted to the promotion of aesthetic, cultural or educational purposes.

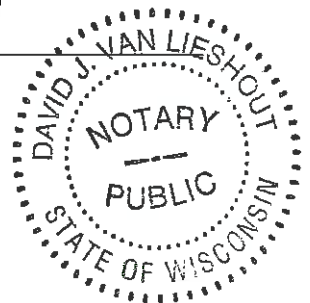
IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 11 day of June, 2019.

  
\_\_\_\_\_  
Timothy R. Johnson

STATE OF WISCONSIN    )  
                                  )ss  
OUTAGAMIE COUNTY    )

Personally came before me this 11th day of June, 2019, the above-named Timothy R. Johnson, to me known to be the person who executed the foregoing Articles of Association and known to me to be the person who acknowledged the same.

  
\_\_\_\_\_  
David J. Van Lieshout  
Notary Public, State of Wisconsin  
My Commission is permanent



HIS INSTRUMENT DRAFTED BY:  
Attorney David J. Van Lieshout  
VAN LIESHOUT LAW OFFICE  
122 E. Main Street  
P.O. Box 186  
Little Chute, WI 54140-0186  
Telephone: (920) 788-0800



## APPLICATION FOR SUBDIVISION AND/ OR CSM REVIEW

Name of Subdivision: \_\_\_\_\_

Parent Parcel # 129711, 129712

Number of Lots: 1

☐ Preliminary Plat ☐ Final Plat ☒ CSM

Will deed restrictions be recorded? ☒ Yes ☐ No

### Property Owner Information:

Name: Steven Van Handel Telephone Number: (920) 378-1879

Mailing Address: 1001 Moasis Dr

### Surveyor Information:

Name: Bryan Pfeffer Telephone Number: (920)662-9641 email bpfeffer@releeinc.com

### Engineer Information:

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_ email \_\_\_\_\_

### Required for plat review:

☐ Lot Layout (4 full size copies) and (24) 11" x 17" copies

☐ Topographic survey (4 full size copies) and (2) 11" x 17" copies

☐ Drainage plan (4 full size copies) and (2) 11" x 17" copies

☐ Pavement Design Catalog (3 copies)

☐ Stormwater Pollution Prevention Plan / Erosion Prevention & Sediment Control Plan (3 copies)

☐ Final plans and specifications of public improvements (4 full size copies) and (2) 11" x 17" copies

☒ Proposed CSM (24) copies

☐ Plat restrictions or covenants to be recorded (3 copies)

### Filing Fees:

☐ Preliminary Plat \$100.00 plus \$5.00 per lot. ☐ Final Plat \$50.00 plus \$2.00 per lot. ☒ CSM \$50.00 flat fee.

Amount of Fees submitted: \$ 50

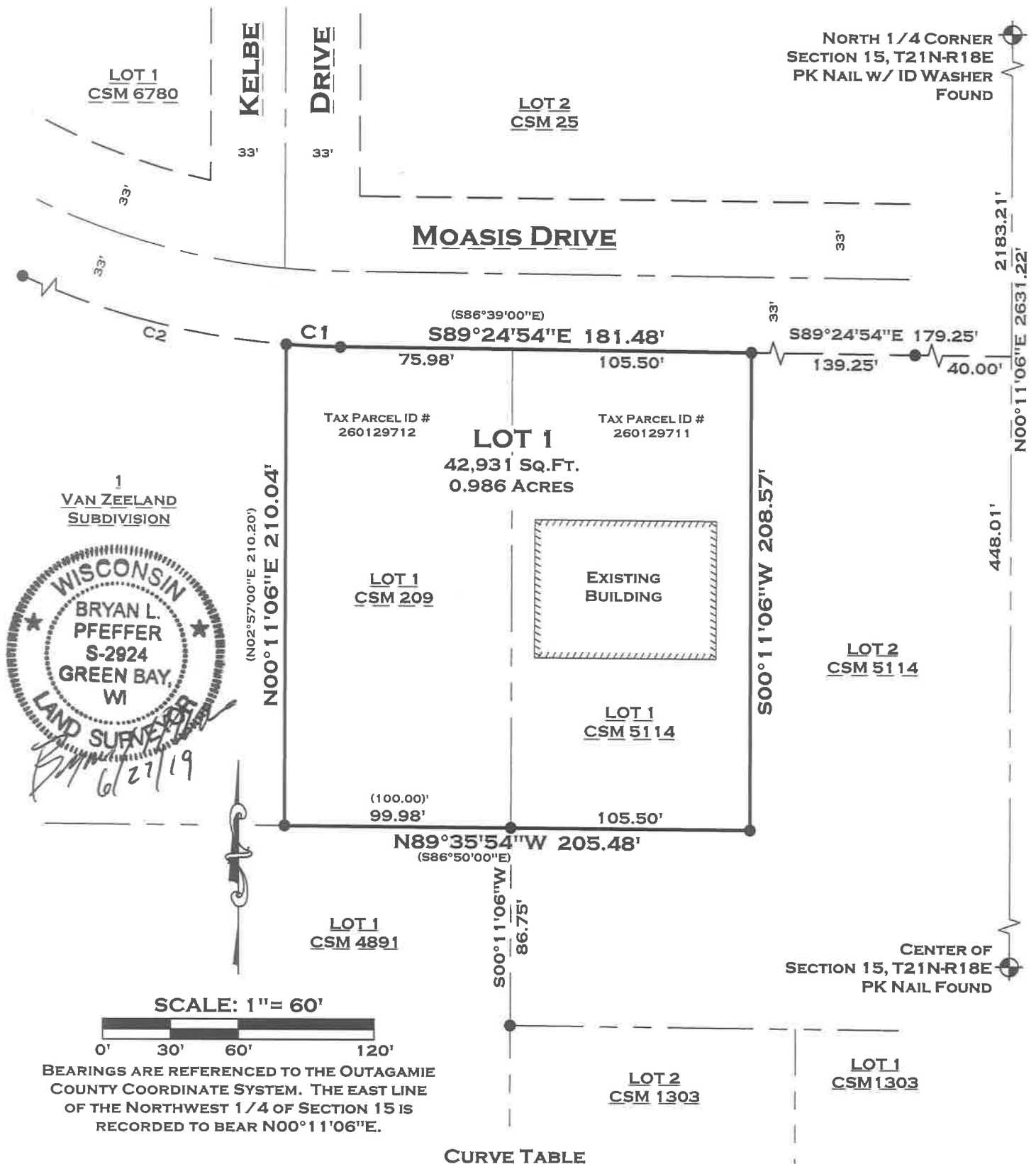
Signature of Applicant [Signature] Date 7/2/19

Submit to: Director of Community Development  
108 W Main Street, Little Chute, Wisconsin 54140  
(920)423-3870 jim@littlechutewi.org

Preliminary

# CERTIFIED SURVEY MAP

ALL OF LOT 1 OF CERTIFIED MAP NUMBER 209, DOCUMENT NUMBER 777328 AND ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 5114, DOCUMENT NUMBER 1667912, ALL BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN



**Preliminary**

## **CERTIFIED SURVEY MAP**

ALL OF LOT 1 OF CERTIFIED MAP NUMBER 209, DOCUMENT NUMBER 777328 AND ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 5114, DOCUMENT NUMBER 1667912, ALL BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN

### **SURVEYOR'S CERTIFICATE:**

I, BRYAN L. PFEFFER, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT BY THE ORDER AND UNDER THE DIRECTION OF STEVEN D. VAN HANDEL, I HAVE SURVEYED AND MAPPED ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 209, DOCUMENT NUMBER 777328 AND ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 5114, DOCUMENT NUMBER 1667912, ALL BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

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 AND MAPPING OF THE SAME.

DATED THIS 27th DAY OF JUNE, 2019.

  
BRYAN L. PFEFFER PLS #2924  
ROBERT E. LEE & ASSOCIATES, INC.



### **PROPERTY NOTES:**

1. THE PROPERTY OWNER OF RECORD IS: STEVEN D. VAN HANDEL
2. THIS CSM IS ALL OF TAX PARCELS: 260129711 AND 260129712
3. THE CSM IS WHOLLY CONTAINED WITHIN THE PROPERTY DESCRIBED IN THE FOLLOWING RECORDED INSTRUMENT:  
DOCUMENT No. 1676077



**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

# Preliminary CERTIFIED SURVEY MAP

ALL OF LOT 1 OF CERTIFIED MAP NUMBER 209, DOCUMENT NUMBER 777328 AND ALL OF LOT 1 OF  
CERTIFIED SURVEY MAP NUMBER 5114, DOCUMENT NUMBER 1667912, ALL BEING PART OF THE  
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 18 EAST,  
VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN

## OWNER'S CERTIFICATE:

AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED HEREIN MAP TO BE SURVEYED AND MAPPED AS  
REPRESENTED ON THE CERTIFIED SURVEY MAP. I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY  
S-236.34 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF LITTLE CHUTE

\_\_\_\_\_  
STEVEN D. VAN HANDEL

\_\_\_\_\_  
DATE

STATE OF WISCONSIN)

\_\_\_\_\_  
COUNTY) SS

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, 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: \_\_\_\_\_

## VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED BY THE VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN BY THE VILLAGE BOARD

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
MICHAEL VANDEN BERG  
VILLAGE PRESIDENT

\_\_\_\_\_  
LAURIE DECKER  
VILLAGE CLERK

## TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS  
INCLUDED IN THE CERTIFIED SURVEY MAP.

\_\_\_\_\_  
LISA REMIKER-DEWALL  
VILLAGE OF LITTLE CHUTE FINANCE DIRECTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TRENTON WOELFEL  
OUTAGAMIE COUNTY TREASURER

\_\_\_\_\_  
DATE





***Little Chute***

**ESTABLISHED 1848**

**AMENDMENT NUMBER ONE  
TO  
TAX INCREMENTAL FINANCE DISTRICT #7**

**VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN**

**INTRODUCTION TO AMENDMENT NUMBER ONE TO TAX INCREMENTAL FINANCE DISTRICT #7:**

The Village of Little Chute is subtracting a small portion of land from TID #7. This is necessitating an adjustment to acres and boundary description of the district which was formed in 2018.

**PURPOSE FOR THE AMENDMENT OF TAX INCREMENTAL FINANCE DISTRICT #7:**

A small portion of a parcel located within TID #7 was attached by CSM to a parcel outside of the District. This occurred following the initial creation of TID#7.

**PROPOSED AMENDMENTS:**

All aspects of the original Plan adopted remain in effect including findings required by State Statutes, except that;

**Boundary** is amended as follows, per 66.1105(4)(h)(2)

Parcel # 260439600 is reduced in size by 45,001 square feet. This is land affixed to lot 1 of CSM 7671. (see attached)

The new boundaries are shown on attached exhibit map. The subtraction of lands which are indicated in red striping.

**66.1105(4)(h) 2.** ..... to modify the district's boundaries, not more than 4 times during the district's existence, by subtracting territory from the district in a way that does not remove contiguity from the district .....



of the amendment will be provided on request. Before publication, a copy of the notice shall be sent by 1st class mail to the chief executive officer or administrator of all local governmental entities having the power to levy taxes on property within the district and to the school board of any school district which includes property located within the proposed district. For a county with no chief executive officer or administrator, this notice shall be sent to the county board chairperson.

66.1105(4)(i) (i) The local legislative body shall provide the joint review board with the following information and projections:

1. The specific items that constitute the project costs, the total dollar amount of these project costs to be paid with the tax increments, and the amount of tax increments to be generated over the life of the tax incremental district.
2. The amount of the value increment when the project costs in subd. 1. are paid in full and the tax incremental district is terminated.
3. The reasons why the project costs in subd. 1. may not or should not be paid by the owners of property that benefits by improvements within the tax incremental district.
4. The share of the projected tax increments in subd. 1. estimated to be paid by the owners of taxable property in each of the taxing jurisdictions overlying the tax incremental district.
5. The benefits that the owners of taxable property in the overlying taxing jurisdictions will receive to compensate them for their share of the projected tax increments in subd. 4.

66.1105(4m)(c)1. 1. The board shall base its decision to approve or deny a proposal on the following criteria:

- a. Whether the development expected in the tax incremental district would occur without the use of tax incremental financing.
- b. Whether the economic benefits of the tax incremental district, as measured by increased employment, business and personal income and property value, are insufficient to compensate for the cost of the improvements.
- c. Whether the benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing districts.

66.1105(4m)(c)2. 2. The board shall issue a written explanation describing why any proposal it rejects fails to meet one or more of the criteria specified in subd. 1.

66.1105(6c)(b) (b) Any person who operates for profit and buys or leases property in a tax incremental district from a city for which the city incurs real property assembly costs under sub. (2) (f) 1. c. shall notify the department of workforce development and the local workforce development board established under 29 USC 2832, of any position to be filled in the county in which the city creating the tax incremental district is located within one year after the sale or commencement of the lease. The person shall provide this notice at least 2 weeks prior to advertising the position.

## **{STATUTORY REFERENCES}**

### **Wisconsin State Statutes**

66.1105(2)(g) (g) "Project plan" means the properly approved plan for the development or redevelopment of a tax incremental district, including all properly approved amendments thereto.

66.1105(2)(f)1. 1. "Project costs" mean any expenditures made or estimated to be made or monetary obligations incurred or estimated to be incurred by the city which are listed in a project plan as costs of public works or improvements within a tax incremental district or, to the extent provided in subd. 1. k., without the district, plus any incidental costs, diminished by any income, special assessments, or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received by the city in connection with the implementation of the plan. For any tax incremental district for which a project plan is approved on or after July 31, 1981, only a proportionate share of the costs permitted under this subdivision may be included as project costs to the extent that they benefit the tax incremental district. To the extent the costs benefit the municipality outside the tax incremental district, a proportionate share of the cost is not a project cost. "Project costs" include:

66.1105(2)(f)1.b. b. Financing costs, including, but not limited to, all interest paid to holders of evidences of indebtedness issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations prior to maturity.

66.1105(2)(f)1.c. c. Real property assembly costs, meaning any deficit incurred resulting from the sale or lease as lessor by the city of real or personal property within a tax incremental district for consideration which is less than its cost to the city.

66.1105(2)(f)1.d. d. Professional service costs, including, but not limited to, those costs incurred for architectural, planning, engineering, and legal advice and services.

66.1105(2)(f)1.e. e. Imputed administrative costs, including, but not limited to, reasonable charges for the time spent by city employees in connection with the implementation of a project plan.

66.1105(2)(f)1.g. g. Organizational costs, including, but not limited to, the costs of conducting environmental impact and other studies and the costs of informing the public with respect to the creation of tax incremental districts and the implementation of project plans.

66.1105(4)(h) (h) 66.1105(4)(h)1. 1. Subject to subds. 2., 4., and 5., the planning commission may, by resolution, adopt an amendment to a project plan. The amendment is subject to approval by the local legislative body and approval requires the same findings as provided in. pars. (g) and (gm) 4. c. Any amendment to a project plan is also subject to review by a joint review board, acting under sub. (4m). Adoption of an amendment to a project plan shall be preceded by a public hearing held by the plan commission at which interested parties shall be afforded a reasonable opportunity to express their views on the amendment. Notice of the hearing shall be published as a class 2 notice, under ch. 985. The notice shall include a statement of the purpose and cost of the amendment and shall advise that a copy

Document #: 2151327

Date: 12-28-2018 Time: 03:19 PM

Pages: 3 Fee: \$30.00

County: OUTAGAMIE COUNTY State: WI

# CERTIFIED SURVEY MAP NO. 7671

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8608 AS RECORDED IN VOLUME 39 OF CERTIFIED SURVEY MAPS ON PAGE 8608 AS DOCUMENT NUMBER 1979246 AND PART OF NORTHWEST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 18, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

*Sarah R. Van Camp*

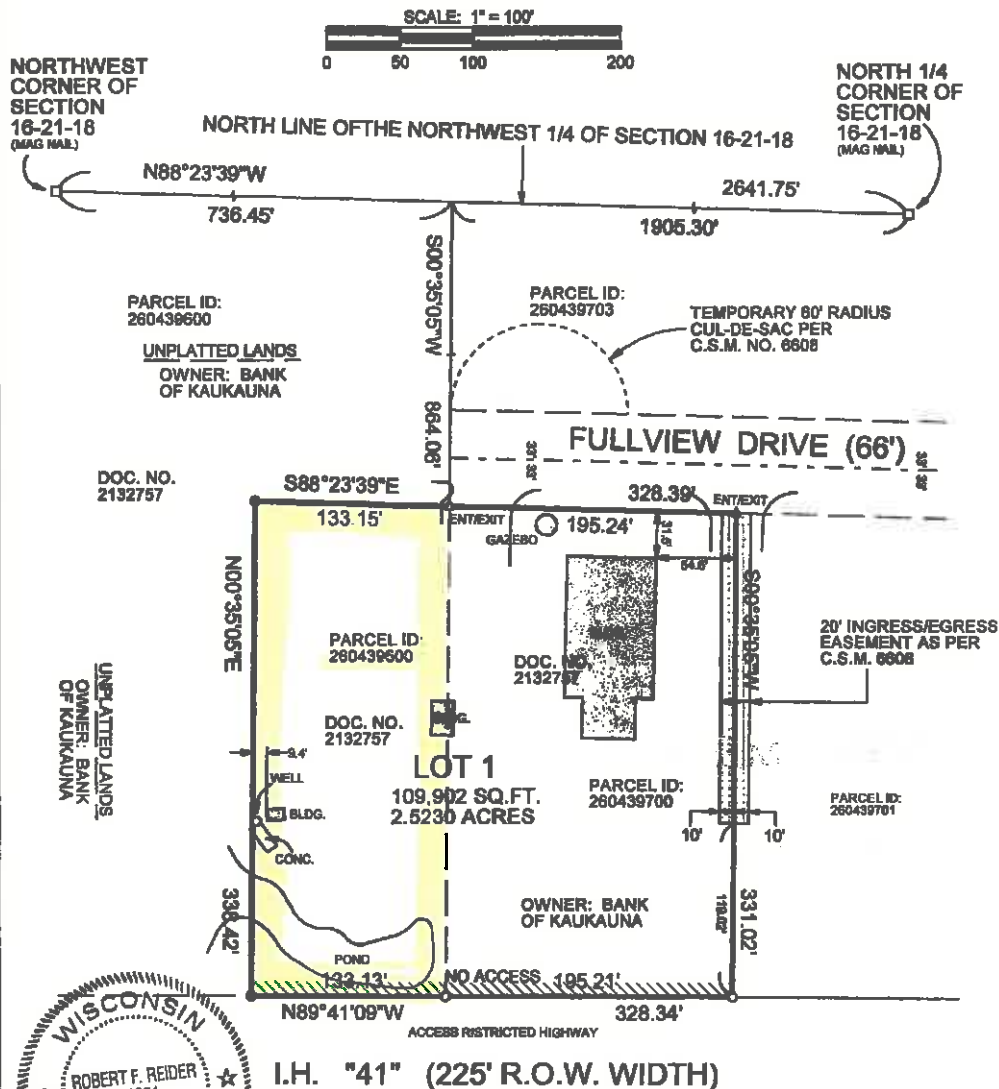
SARAH R VAN CAMP, REGISTER OF DEEDS  
Returned to: FILE

## LEGEND

- = 3/4" X 18" IRON REBAR SET, WEIGHING 1.502 LBS. PER LIN. FT.
- ▲ = CUT CROSS IN CONCRETE SET
- ▲ = EXISTING CUT CROSS IN CONCRETE
- = EXISTING 3/4" IRON REBAR

NORTH IS REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 18, T21N, R18E, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN, WHICH BEARS N88°23'39"W PER THE WISCONSIN COUNTY COORDINATE SYSTEM (OUTAGAMIE COUNTY)

Volume 47, Page 7671



*Robert F. Reider* 12-27-18  
ROBERT F. REIDER, PLS-1251 DATED  
CAROW LAND SURVEYING CO., INC.  
615 N. LYNDALE DRIVE, P.O. BOX 1297  
APPLETON, WISCONSIN 54912-1297  
PHONE: (920)731-4168  
A1811.5 (RFR) 11-30-2018

NOTES:  
- ALL BUILDING SETBACKS AND OTHER LAND USE REQUIREMENTS SHOULD BE VERIFIED BY THE VILLAGE OF LITTLE CHUTE ZONING OFFICE PRIOR TO ANY CONSTRUCTION OR OTHER LAND USE ACTIVITY.

**CERTIFIED SURVEY MAP NO. 7671**

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6608 AS RECORDED IN VOLUME 39 OF CERTIFIED SURVEY MAPS ON PAGE 6608 AS DOCUMENT NUMBER 1979246 AND PART OF NORTHWEST ¼ OF THE NORTHWEST ¼, ALL IN SECTION 16, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE:**

I, ROBERT F. REIDER, PROFESSIONAL WISCONSIN LAND SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6608 AS RECORDED IN VOLUME 39 OF CERTIFIED SURVEY MAPS ON PAGE 6608 AS DOCUMENT NUMBER 1979246 AND PART OF NORTHWEST ¼ OF THE NORTHWEST ¼, ALL IN SECTION 16, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SECTION 16; THENCE S88°23'39"E, 736.45 FEET ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 16 TO THE NORTHERLY EXTENSION OF THE WEST LINE OF CERTIFIED SURVEY MAP NO. 6608; THENCE S00°35'05"W, 864.06 FEET ALONG SAID EXTENSION AND ALONG THE WEST LINE OF CERTIFIED SURVEY MAP NO. 6608 TO THE NORTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6608 AND THE POINT OF BEGINNING; THENCE S88°23'39"E, 195.24 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE EAST LINE OF SAID LOT 1; THENCE S00°35'05"W, 331.02 FEET ALONG SAID EAST LINE TO THE NORTH RIGHT-OF-WAY LINE OF I.H. "41"; THENCE N89°41'09"W, 328.34 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE N00°35'05"E, 338.42 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6608; THENCE S88°23'39"E, 133.15 FEET ALONG SAID EXTENSION TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE SUCH SURVEY UNDER THE DIRECTION OF OUTDOOR LIVING AND LANDSCAPING, ATTN: CHAD SPRANGERS, W4638 C.T.H. "O", APPLETON, WISCONSIN 54913.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF THE VILLAGE OF LITTLE CHUTE.



Robert F. Reider 12-27-18  
ROBERT F. REIDER, PLS-1251 DATED  
CAROW LAND SURVEYING CO., INC.  
615 N. LYNNDAL DRIVE, P.O. BOX 1297  
APPLETON, WISCONSIN 54912-1297  
PHONE: (920)731-4168  
A1811.5 (RFR) 11-29-2018

**VILLAGE BOARD APPROVAL:**

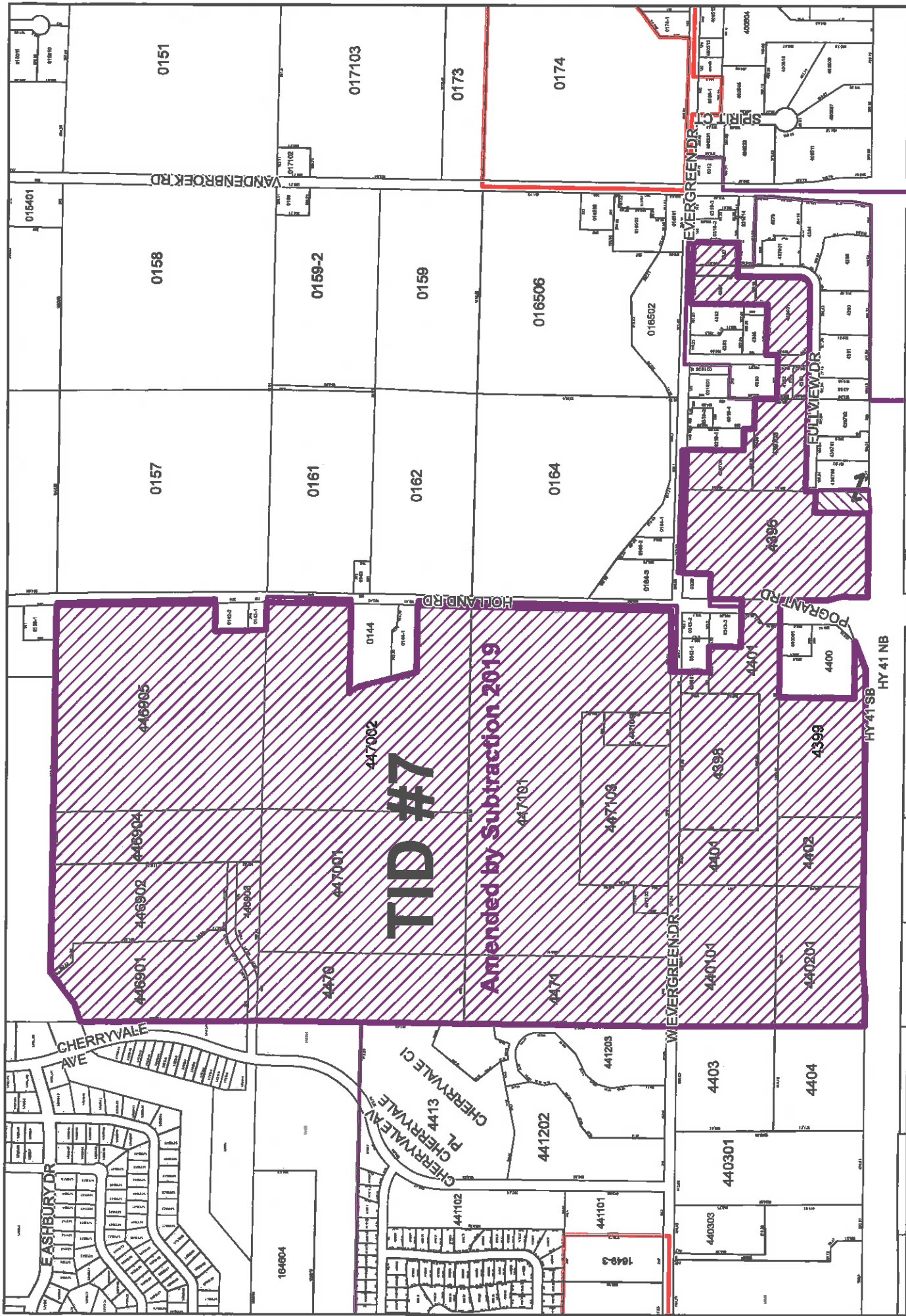
WE HEREBY CERTIFY THAT THIS CERTIFIED SURVEY MAP WAS APPROVED BY THE VILLAGE OF LITTLE CHUTE ON THIS 12 DAY OF December, 2018.

Michael R. Lindberg 12-27-18 DATED Jessie Decker 12/27/18 DATED  
PRESIDENT CLERK

**TREASURER'S CERTIFICATE:**

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LAND INCLUDED ON THIS CERTIFIED SURVEY MAP.

Valerie Clares 12/27/18 DATED Travis J. Wulfsberg 12/28/2018 DATED  
VILLAGE TREASURER COUNTY TREASURER



1 inch = 800 feet

**\*Not a survey\***

