



## AGENDA

### VILLAGE OF LITTLE CHUTE PLAN COMMISSION MEETING

PLACE: Little Chute Village Hall – Village Board Room  
DATE: Monday, May 11, 2020  
TIME: 6:00 p.m.

- A. Call to order
- B. Roll Call
- C. Public Appearance for Items Not on the Agenda

Due to the Governor’s “Safer at Home” Emergency Order #12 and in the interest of public health and safety, the public can access the meeting via web access. We strongly urge all residents to attend virtually through the options here:

- Web registration: <https://www.gotomeet.me/JamesFenlon/plan-commission-meeting-of-may-11th-2020>
- Call-in Information: 1 (571) 317-3122 with access code: 603-085-005
- Note: The web-based registration is recommended as the best way to engage in this meeting as the call-in feature only provides audio access and there is not the ability to engage in the discussion.
- We strongly urge you to register in advance of the meeting and testing your connection to avoid any connection issues. If you have questions, please email the Village Administrator at [james@littlechutewi.org](mailto:james@littlechutewi.org)
- Immediately following the agenda is more information on virtual public meetings.

1. Approval of Minutes from the Plan Commission Meeting of March 9, 2020
2. Recommendation—Dutch Boyz, LLC Certified Survey Map
3. Recommendation—Maria Estates Final Plat
4. Recommendation—St. Johns Certified Survey Map
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 May 7, 2020



### Information for the Little Chute Plan Commission Meeting – May 11<sup>th</sup>, 2020 – 6:00 PM

The Village of Little Chute is taking precautions related COVID-19 as it relates to Village Board and Committee meetings. On March 16<sup>th</sup>, 2020, the Wisconsin Attorney General released guidance for local communities related to Open Meetings and the use of technology while still complying with Wisconsin's Open Meeting laws. You can find Wisconsin Department of Justice guidance here: [DOJ Guidance on Open Meetings](#).

Until further notice, the Village of Little Chute will be providing the following means for residents to interact, engage, and participate in Village Board and Committee proceedings. The proceedings of all Village of Little Chute public meetings are recorded and available for review.

1. Virtually attend the May 11<sup>th</sup> Plan Commission meeting at 6 PM by following the link here: <https://www.gotomeet.me/JamesFenlon/plan-commission-meeting-of-may-11th-2020>
2. Call-in Information: United States: [+1 \(571\) 317-3122](tel:+15713173122) Access Code: 603-085-005
3. If you are experiencing connectivity issues or have questions on the options above, please contact James Fenlon at [james@littlechutewi.org](mailto:james@littlechutewi.org)
4. The Board Room at Village Hall will be open, but all staff will be attending virtually. We urge residents to utilize the virtual options above and limit attendance to the greatest extent possible due to Governor Ever's [Emergency Order #12](#).
5. If you have questions or comments regarding the agenda or potential items on the agenda, we urge you to contact Board or staff members regarding your concerns. You can find Board Member contact information here: <http://www.littlechutewi.org/59/Meet-the-Village-Board>
6. If you have questions or comments regarding the agenda, you can also contact the Village Administrator, James Fenlon, at [james@littlechutewi.org](mailto:james@littlechutewi.org) or 920-423-3850.
7. If you have questions or comments regarding the agenda and want to contact a Village of Little Chute Department Head, you can find a complete staff directory here: <http://www.littlechutewi.org/directory.aspx>

## MINUTES OF THE PLAN COMMISSION MEETING MARCH 9, 2020

### Call to Order

The Plan Commission meeting was called to order at 6:00 p.m. by President Vanden Berg

### Roll Call

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

EXCUSED: Richard Schevers

STAFF PRESENT: Administrator Fenlon, Community Development Director Kittel,

### Public Appearance for Items Not on the Agenda

None

### Approve Minutes from the Plan Commission Meeting of February 10, 2020

*Moved by Commissioner Van Lankvelt, seconded by Commissioner Van Berkel to Approve the Minutes from the Plan Commission Meeting of February 10, 2020*

All Ayes— Motion Carried

### Recommendation—Agropur, Inc. CSM

Director Kittel advised the Board that staff has reviewed this CSM and is recommending Plan approval to the Board.

*Moved by Commissioner Van Lankvelt, seconded by Commissioner Van Berkel to Recommend to the Village Board the Approval of Agropur, Inc. CSM*

All Ayes— Motion Carried

### Action—Conditional Use Permit SNK's Well Seasoned, LLC

Director Kittel advised SNK's Well Seasoned, LLC has asked for a Conditional Use Permit to sell spices out of their home. Commissioner Van Lankvelt asked if this also needs state approval, and Mr. Murphy of SNK Well Seasoned, LLC replied yes that he will also need approval by the State.

Ms. Dorothy Mach, 925 Pleasantview Avenue lives next door and wondered if there will be any problems with Moths. Mr. Murphy replied that all the seasoning is closed at this location so there should not be any issues. Commissioner Van Berkel asked if there were any complaints made by any neighbors, Director Kittel stated there has not been any complaints. Mr. Wayne Vissers, 938 Pleasantview Avenue asked if there was going to be any smell issues, Mr. Murphy stated that no, the seasonings are all sealed. Commissioner Van Lankvelt reiterated that he will not be making the spices, he is only handling sealed products that get shipped to him and then mailed out to customers.

*Moved by Commissioner Verboomen, seconded by Commissioner Van Lankvelt to Recommend to the Board the Approval of the Conditional Use Permit for SNK's Well Seasoned, LLC as presented*

All Ayes— Motion Carried

### Unfinished Business

None

### Items for Future Agenda

None

### Adjournment

*Moved by Commissioner Van Berkel, seconded by Commissioner Verboomen to Adjourn the Plan Commission Meeting at 6:18 p.m.*

All Ayes— Motion Carried

**VILLAGE OF LITTLE CHUTE**

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By: Michael Vanden Berg, Village President

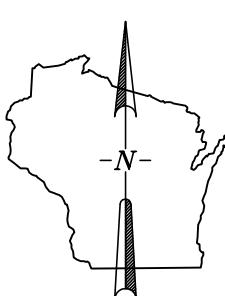
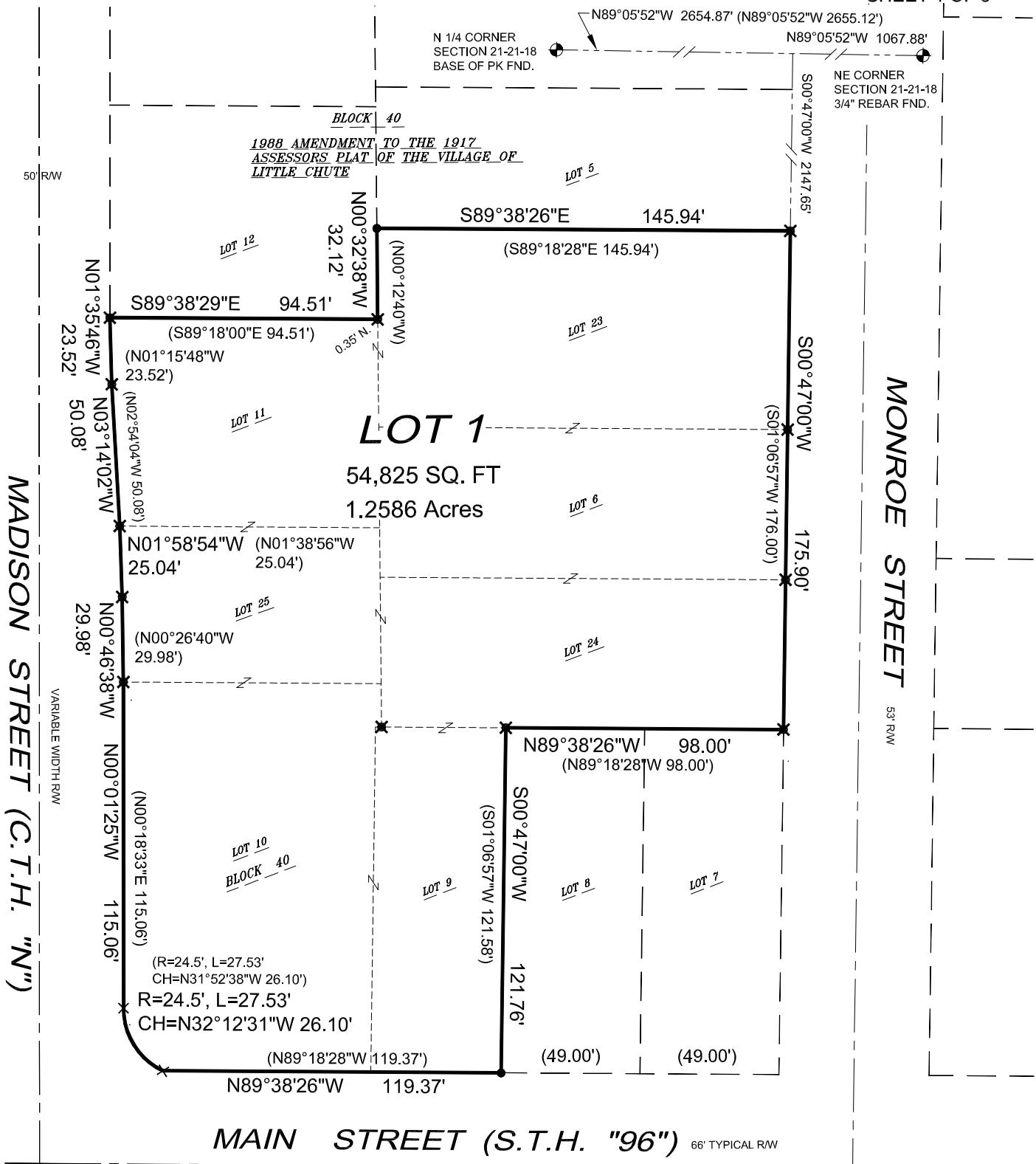
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Attest: Laurie Decker, Village Clerk

# CERTIFIED SURVEY MAP NO.

ALL OF LOTS NINE (9), TEN (10), TWENTY-FOUR (24), TWENTY-FIVE (25), SIX (6), ELEVEN (11) AND TWENTY-THREE (23), IN BLOCK FORTY (40), 1988 AMENDMENT TO THE 1917 ASSESSORS PLAT OF THE VILLAGE OF LITTLE CHUTE, LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

SHEET 1 OF 3



SCALE IN FEET  
0 50' 100'

ALL BEARINGS ARE REFERENCED THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY: THE NORTH LINE OF THE NE 1/4 OF SECTION 21-21-18, RECORDED AS N89°05'52"W

Kls-EPIDutchBoyz\_0415\_2020

**KROMM LAND SURVEYING LLC.**

200 PROSPECTOR COURT  
KAUKAUNA, WI 54130  
920-996-9649

Kromm2062@Gmail.com

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

All of Lots Nine (9), Ten (10), Twenty-Four (24), Twenty-five (25), Six (6), Eleven (11) and Twenty-Three (23), in Block Forty (40), 1988 AMENDMENT TO THE 1917 ASSESSORS PLAT OF THE VILLAGE OF LITTLE CHUTE, located in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-One (21), Township Twenty-One (21) North, Range Eighteen (18) East, Village of Little Chute, Outagamie County, Wisconsin.

SHEET 2 OF 3

## SURVEYOR'S CERTIFICATE:

I, Thomas M. Kromm, Wisconsin Professional Land Surveyor, certify that I have surveyed, divided and mapped under the direction of Nikki Lemens, All of Lots Nine (9), Ten (10), Twenty-Four (24), Twenty-five (25), Six (6), Eleven (11) and Twenty-Three (23), in Block Forty (40), 1988 AMENDMENT TO THE 1917 ASSESSORS PLAT OF THE VILLAGE OF LITTLE CHUTE, located in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-One (21), Township Twenty-One (21) North, Range Eighteen (18) East, Village of Little Chute, Outagamie County, Wisconsin, containing 54,825 Square Feet (1.2586 Acres) of land. Said lands subject to all easements and restrictions of record.

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 in surveying, dividing and mapping the same. That this map is a correct representation of the exterior boundary lines of the land surveyed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Wisconsin Professional Land Surveyor: Thomas M. Kromm

## NOTES:

This Certified Survey Map is all of tax parcel 26-0-0630-00, 26-0-0631-00, 26-0-0632-00, 26-0-0635-00, 26-0-0636-00, 26-0-0637-00 and 26-0-0638-00.

The property owner of record is Gerald G. Van Dyn Hoven.

This Certified Survey Map is contained within the property described in the following recorded instruments: Doc. No. 1796036, 1926011, 1847991 and 1925575.

All building setbacks and other land use requirements should be verified by the Village of Little Chute prior to any construction or other land use activity. There may be easements of record which affect the lands described on this Certified Survey Map but are not shown hereon. This Certified Survey Map does not constitute a warranty as to the existence or non-existence of any easements or agreements, which may affect said lands. A complete and accurate title report or abstract of the described property would reveal any easements or agreements of record.

## TREASURER'S CERTIFICATE:

I, being the duly elected, qualified and acting treasurer, do hereby certify that there are no unpaid taxes or unpaid special assessments on of the lands included in this Certified Survey Map as of:

Village Finance Director

Date

County Treasurer

Date

## VILLAGE BOARD APPROVAL:

Approved by the Village of Little Chute on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Village President

Village Clerk

## **CERTIFIED SURVEY MAP NO.**

All of Lots Nine (9), Ten (10), Twenty-Four (24), Twenty-five (25), Six (6), Eleven (11) and Twenty-Three (23), in Block Forty (40), 1988 AMENDMENT TO THE 1917 ASSESSORS PLAT OF THE VILLAGE OF LITTLE CHUTE, located in the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Twenty-One (21), Township Twenty-One (21) North, Range Eighteen (18) East, Village of Little Chute, Outagamie County, Wisconsin.

**OWNER'S CERTIFICATE:**

SHEET 3 OF 3

Gerald G. Van Dyn Hoven, as Owner(s), I/We hereby certify the I/We caused the land described on this Certified Survey Map to be surveyed, divided and mapped all as shown and represented on this Certified Survey Map. I/We certify that this Certified Survey Map is required by s.236.10 or 236.12 of the Wisconsin Statutes to be submitted to the following for approval.

## **Village of Little Chute**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

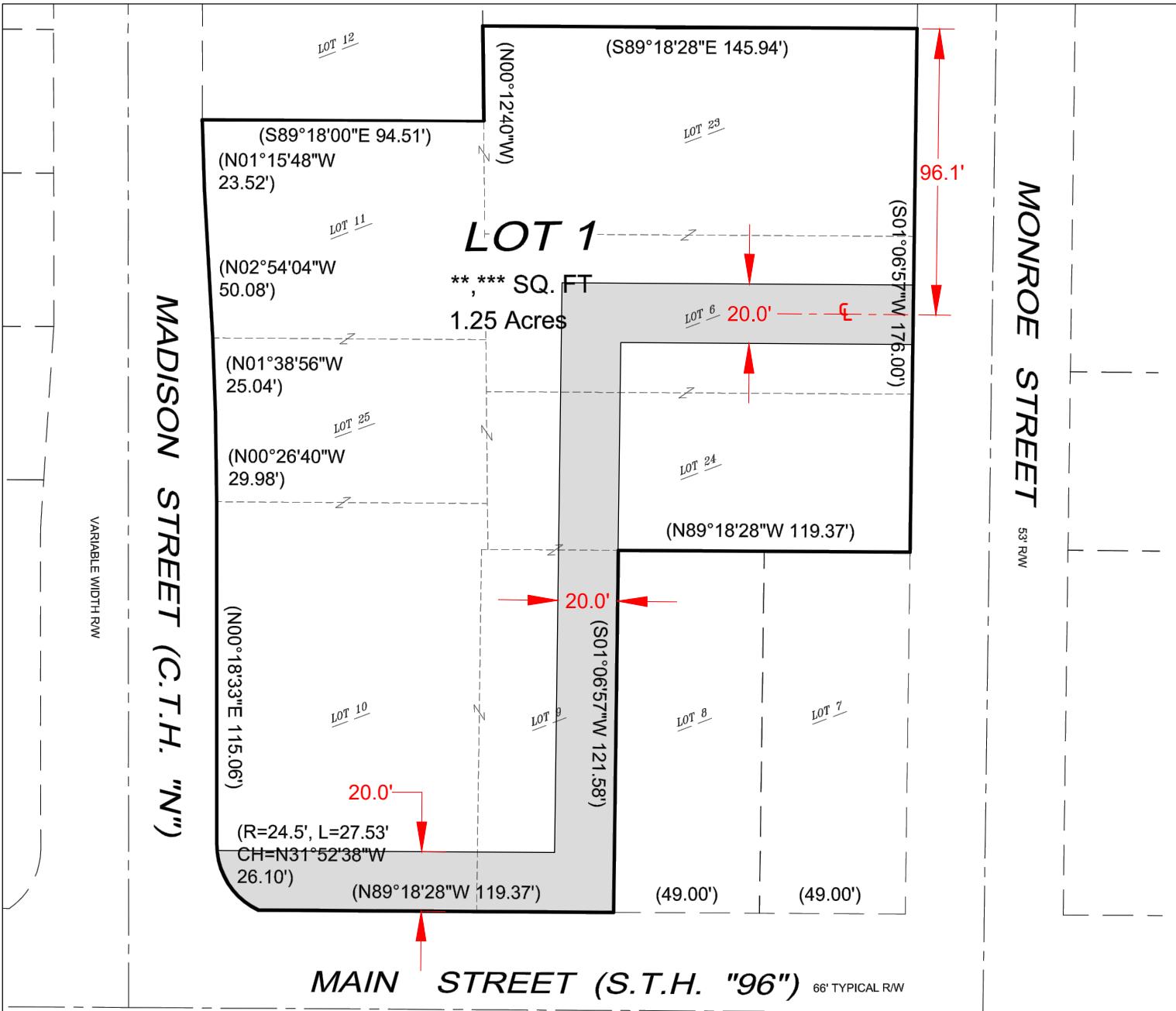
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Gerald G. Van Dyn Hoven

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the above named person(s) to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

## Notary

My commission expires \_\_\_\_\_



NOTE: ALL EXISTING STRUCTURES LOCATED  
WITHIN THE EXTERIOR BOUNDARY OF THIS  
CERTIFIED SURVEY MAP ARE TO BE RAZED.

## -LEGEND

- = 1" x 24" O.D. Iron Pipe Set  
Weighing 1.13 lbs./ft. Set
- ✗ = Chisel Mark Set
- = Railroad Spike Set
- ⊕ = Chisel Mark Found
- ☒ = 3/4" Iron Rebar Found
- ▲ = 1.3" O.D. Iron Pipe Found
- ☒ = PK Nail Found
- ( ) = Measurements of Record
- ⊕ = Government Corner



ALL BEARINGS ARE REFERENCED THE  
WISCONSIN COUNTY COORDINATE SYSTEM,  
OUTAGAMIE COUNTY: THE EAST LINE OF THE  
NE 1/4 OF SECTION 21-21-18, RECORDED AS  
S00°28'56"W

KROMM LAND SURVEYING LLC.

## 200 PROSPECTOR COURT

KAUKAUNA, WI 54130

920-996-9649

Kromm2062@Gmail.com

L-3220



## Little Chute

108 West Main Street Little Chute, Wisconsin 54140  
920-423-3865 - [www.littlechutewi.org](http://www.littlechutewi.org)

**EXHIBIT "C"**

**PROPOSED STORM WATER EASEMENT**

**PROPOSED HOTEL DEVELOPMENT**

**LITTLE CHUTE, WISCONSIN**

		Date	File No.
Designed	CLM	4/17/2020	Downtown Hotel_Prelim St Swr Ease.dwg
Drawn	REO	4/17/2020	Drawing No.
Checked	CLM	4/17/2020	EXHIBIT "C"
Approved			Job Class <u>Development</u>
			Sheet 1 of 1



## APPLICATION FOR SUBDIVISION AND/ OR CSM REVIEW

Name of Subdivision: Maria Estates

Parent Parcel # \_\_\_\_\_

Number of Lots: 29  
& 4 out lots

Preliminary Plat     Final Plat     CSM

Will deed restrictions be recorded?  Yes  No

### Property Owner Information:

Name: MLS Futures Group LLC <sup>Keith</sup> Gonnering Telephone Number: 920-378-2271

Mailing Address: 715 Depot St., Little Chute, WI 54140

### Surveyor Information:

Name: Bob Reider Telephone Number: 920-731-4168 email bob@canlandsurveying.com

### Engineer Information:

Name: Steve Kaiser Telephone Number: 920-734-3867 email sKaiser@larsonengr.com

### 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: \$ 116.00

Signature of Applicant Bob L. Reider

Date 3-24-20

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

C1005.12-20FP

## **DECLARATION OF RESTRICTIVE COVENANTS**

The following Restrictive Covenants are established by MLS Futures Group Inc. a Wisconsin corporation (the Developer), and binding upon the property known as Lots 1 through 28 inclusive, Of Maria Estates Town of Vandenbroek, Outagamie County, Wisconsin (the Property@). A copy of the plat map of the Property is attached hereto and incorporated herein as Exhibit A. These Restrictive Covenants shall run with Property, and be binding upon all present and subsequent owners of the Lots as provided herein.

LOT 29 is EXCLUDED from these covenants.

### **PART 1**

#### **GENERAL RESTRICTIONS**

##### **1. PURPOSE:**

The purpose of these covenants is to ensure the use of the Property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Property, to seek the use of quality materials and workmanship, and to maintain the desired atmosphere and appearance of the Property, and thereby to secure to each Lot owner the full benefit and enjoyment of their Lot.

It is intended that these restrictions shall be for the benefit of all Lot owners. It is further intended that these restrictions shall maintain a residential area and no trade or business shall be conducted thereon which shall become a nuisance or annoyance.

##### **2. TOWN/ COUNTY ORDINANCE:**

The laws, rules and regulations of the Zoning Ordinances of the Town of Vandenbroek and/or Outagamie County, as in effect on the date hereof, shall apply to all of the Lots subject to these Restrictive Covenants. Any buildings to be constructed on the Lots and the use of the Lots, shall comply with such ordinances. All Lot owners shall comply with all requirements noted on Plat for the Property and on the Drainage Plan for the Property; copies of which are available from the Developer or Outagamie County Zoning.

##### **3. WETLAND/FLOODPLAIN:**

All Lot owners shall comply with all wetlands and floodplain rules and regulations set by local Town, County and State authorities.

4. **FOUNDATION:**

All buildings shall be erected on permanent foundations of cement, stone or like material and no building shall be erected upon posts. Every residence building shall have a basement under the entire first floor of building with a basement depth of at least seven (7) feet eight (8) inches.

5. **DRAIN TILE:CULVERTS**

Lots 21-25 will require (1) 42 Inch culvert & (2) 18 Inch Culvert to cross Drainage Ditches. Also will require Permits from DNR/County.

There may be existing drain tile on one or more of the Lots Located In Maria Estates. All Lot owners are responsible to reroute and reconnect any drain tile they disturb.

6. **DWELLING:**

There shall be only one (1) dwelling allowed on each Lot, which dwelling may be used only for residential purposes. Every dwelling on each Lot shall be a minimum size of Eighteen Hundred (1,800) square feet of usable living space above ground level for one story houses, and Twenty Four Hundred (2400) square feet for a one and a half or two story home, excluding any porches or garages. EXCEPT Lots 3-13 Minimum size of Home to be 2,000 Sq.Ft. Of Usable Living Space above ground level for One story Houses and Twenty Six Hundred (2600) Sq.Ft for a One and a half or two strory Home. All garages must be attached to the residence. All buildings shall have a minimum 6/12 pitch roof. The front of dwellings (i.e. street side) shall have at least 2/3 brick or stone. There shall be No Solar Panels allowed in Maria Estates.

7. **SIDE LOT REQUIREMENT:**

A minimum side lot set-back requirement of twenty feet (20') is hereby established, preventing construction of any structure within twenty feet (20') of the side lot line of any adjacent lot owner.

8. **TREE LINE:**

No changes of existing tree line for any Lot will be allowed without prior written consent of the Developer.

**9. SHARED WELLS:**

All wells placed on any Lot shall service two Lots. The first Lot owner who installs a well shall place the well at a location approved in writing by the Developer, and shall construct the well to Developer's reasonable specifications so that the well services two Lots; which Lots the Developer shall designate.

Lot owners shall be required to provide at their own expense, their own well pump, laterals, electrical, tank, controls, and any other necessary parts to achieve water to their residence.

If a Lot has a shared well located on it, then there is established a 15 foot permanent easement across such Lot, for the benefit of all other Lots serviced by such shared well (the Well Serviced Lots@) which easement runs from such Well Serviced Lots to the well.

The owners of the Well Serviced Lots may erect, maintain, and replace as necessary in the 15 foot easement areas all necessary water pipes and electrical wires for the installation and maintenance of a well pump, electrical wires and controls, and water laterals for the owners of the Well Serviced Lots to obtain water from the shared well to a residence on their Lot. The easement area shall be located in a direct line from the shared well to the area of the residences where the owners of the Well Serviced Lots determines its best to place the water lateral and electrical wires. No gardens, bushes, trees or other vegetation other than grass may be placed in such easement area. The owner of the Well Serviced Lots shall be required to restore the easement area, including the grass, if they disturb the same.

Each Lot owner that shares a well is responsible for all costs of installation and maintenance of their respective well pump, electrical wires, tanks, controls, and all other equipment besides the well casing and the well. All Lot owners with shared wells shall each pay one-half the cost of maintaining or replacing the well and well casing.

All shared wells shall be owned by the owner of the Lot that the well is located on, subject to the above easements and cost of sharing of maintenance.

**10. EASEMENTS:**

All easements and right-of-ways, as recorded on the final plat for the Property shall remain in full force and effect.

11. **DRAINAGE PLAN:**

All Lot owners shall comply with the master surface water drainage plan on file with the Town of Vandenbroek and/or County of Outagamie.

12. **PLAN APPROVAL:**

No excavation of any Lot nor construction of any buildings on any Lot subject to these Restrictive Covenants shall take place until Developer has received and approved in writing a complete set of final construction plans and specifications, including a site plan showing the proposed location, grade, and elevation of the structure on the Lot and such additional detail as may be reasonably requested by Developer. Developer reserves the right to approve or reject the plans and specifications of any such construction. This restriction shall only apply to any construction of a residence or detached building.

Shoreland Zoning Conditional Use Permits are required from Outagamie County for any excavating on Lots 3 through 15 inclusive.

13. **CONSTRUCTION SITE: COMPLETION OF LANDSCAPING AND DRIVEWAYS:**

No Lot shall be used for storage except for materials to be used for the initial/immediate construction of the residential building.

At all times during construction, the site shall be maintained to Developers reasonable satisfaction, in a neat and orderly manner.

Construction of any building on any Lot must be completed within twelve (12) months from the date of commencement of such construction. Landscaping of the Lot and permanent driveway installation must be completed by the owner of the Lot within twelve (12) months of that owners initial occupancy of the residential building. All permanent driveways must be hard surfaced in asphalt, concrete, brick or similar surface.

All culverts shall have apron end walls.

The owners of each Lot understands and agrees not to disturb soil in the area of the perk test for on-site waste disposal systems, which soil, if disturbed, may cause significant decrease of the Lot value, for which the owner will solely bare loss of value.

14. **TEMPORARY STRUCTURES, OUTBUILDINGS OR TRAILERS:**

One (1) single-story storage Detached Garage shall be allowed per Lot. Garage plans and specifications (with site plan) shall be submitted to Developer for written approval prior to commencement of construction. All Detached Garages shall have a storage area not to exceed Town Of Vandenbroek Restrictions, with a Maximum size of 2,400 Sq.Ft and shall be constructed in a style and of materials that are similar to those used in the construction of the residential dwelling located on the Lot. Construction of a shed shall not begin until the residential dwelling is 50 percent completed. No pole building construction of Detached garages is allowed.

15. **STORAGE:**

Except as authorized by Developer, no structure of a temporary nature, nor trailers, tents, shacks, barns or similar structures, shall be permitted on any Lot either temporarily or permanently. No outside storage is allowed. Recreational vehicles, snowmobiles, boats, trailers, mini-bikes, fishing shanties, etc., must be stored inside buildings.

16. **FIREARMS:**

No discharge of firearms is allowed on any Lot/Outlot.

17. **TRASH:**

No Lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste. All trash and waste shall be kept in sanitary containers. No sanitary container is to be put in front of any dwelling sooner than the day of the regularly scheduled garbage pickup. All equipment and/or containers for the storage or removal of such materials shall be kept in a clean and sanitary condition.

18. **FILL:**

Developer reserves the right to direct the disposition of any fill, including excess excavation fill, which is to be removed from any Lot; all at the Lot owners expense. However, such disposition as directed by Developer shall be within a one (1) mile

radius of the Lot from which it is being removed; otherwise, the owner shall be free to dispose of such fill.

19. **ZONING, HEALTH, AND OTHER LAWS AND REGULATIONS:**

So long as the property subject to these Restrictive Covenants is zoned for residential use, all zoning, health and other laws, ordinances and regulations promulgated by the Town of Vandenbroek, Outagamie County, the State of Wisconsin, and/or the United States of America that are more restrictive have jurisdiction over the Property subject to these Restrictive Covenants and shall be strictly observed and complied with.

20. **GOVERNMENT PERMITS:**

The owner of each Lot shall secure all government permits, such as building permits, culvert permits, and septic permits, etc. needed before any improvements are made to any Lot, and provide a copy of the same to Developer.

21. **FENCES AND LANDMARKS:**

No wall or fence (excluding hedge fences) of any kind whatsoever shall be constructed upon any Lot within the Property unless the height, type, design and location thereof have the prior express written approval of Developer.

22. **UNLICENSED VEHICLES AND SALVAGE MATERIALS:**

No unlicensed vehicles or junkyards or storage areas for cars, salvage materials, or other storage of any nature shall be permitted on the Lots.

No overnight or longer parking of any item, including motor vehicles, shall be permitted outside of a permanent structure.

No mobile homes or double wides shall be set upon or maintained or parked on any Lot. Furthermore, no partially or fully constructed home shall be moved upon any Lot.

23. **DIVISION OF LOTS:**

No Lot shall be subdivided into two or more lots.

24. **RETENTION/DETENTION PONDS:**

Maintenance costs for retention/detention ponds located on the Property shall be assessed to all property owners on an equal basis, as described in Part III below.

25. **STREET LIGHTING:**

Developer paid for the installation of streetlights on the Property. All Lot owners shall equally share in the maintenance, upkeep and utility cost for such street lighting as set forth in Part II below.

26. **ANIMALS:**

No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats, or other household pets, provided they are not kept, bred or maintained for any commercial purpose. There shall be a limit of three (3) dogs per Lot, and of two (2) cats per Lot. No outdoor kennels of any kind whatsoever are allowed.

27. **NUISANCE:**

No noxious or offensive trade, activity or hobby shall be carried on upon any Lot, nor shall anything be done thereon which shall be or become a nuisance or annoyance to the neighborhood.

28. **TERM:**

These Restrictive Covenants herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless an instrument terminating or reducing these terms shall be executed and recorded in accordance with the requirements as set forth in paragraph No. 30 herein.

29. **AMENDMENT:**

These Restrictive Covenants may be amended, waived, or removed by the execution and recordation in the Office of the Register of Deeds for Outagamie County, Wisconsin, of an instrument executed by two-thirds (2/3) of the owners of the Lots; provided that if Developer owns any Lot, then Developers signature shall be required for any such amendment, waiver or removal. Furthermore, so long as Developer shall own any Lot in the Property, Developer, by itself alone, shall be entitled to amend, waive, or remove any or all of these covenants.

30. **VARIATION:**

Variations in any of these Restrictive Covenants may be permitted by Developer where it is reasonably satisfied that such variations will be in the best interest of all Lots within the Property and will further the overall purposes and intentions of these Restrictive Covenants.

31. **ENFORCEMENT:**

If any Lot or person(s) in possession of any Lot or dwelling on any Lot within the Property shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any Lot or owning or occupying any dwelling on any Lot in the Property to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants, either to prevent such person(s) from doing so or to recover damages for such violation or to restrain the violation.

The Developer does hereby authorize the Town of Vandenbroek to enforce these Restrictive Covenants on behalf of the Lot owners who are Town residents.

32. **SEVERABILITY:**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

## **PART II**

### **DRAINAGE AND LIGHTING RESTRICTIONS**

#### **33. DRAINAGE EASEMENT RESTRICTIONS:**

The following restrictions shall apply to drainage easements and ditches as shown on the final plat for the Property.

- a. **Prohibited Uses and Structures:** The following uses and structures are prohibited within all drainage easements: Filling, grading, excavating (except for the construction and maintenance of drainage ways or drainage facilities); the cultivation of crops, fruits, or vegetables; the dumping of ashes, waste, compost or any other garden, lawn or domestic waste; the storage of vehicles, equipment, materials or personal property of any kind; constructing, erecting or moving any building or structure, including fences, within the drainage easement, or any use or structure that interferes with the flow of water in the drainage easements pursuant to the surface water drainage plan for the Lots as approved by Outagamie County.
- b. **Maintenance of Drainage Improvements:** Maintenance of drainage ways and associated drainage improvements shall be the responsibility of the property owners of the Lots. Outagamie County and the Town of Vandenbroek retain the right to perform maintenance or repairs. The cost of maintenance or repairs shall be equally assessed among the property owners of the Property. The purchase of any Lot constitutes a waiver of objection to any such assessment and an agreement to pay any such assessment which shall be placed on the tax bill of each Lot as a special assessment.
- c. **Maintenance Easement:** Outagamie County and the Town of Vandenbroek shall have the unqualified right to enter upon any drainage easement for inspection and, if necessary, maintenance and repair of the drainage ways and associated drainage improvements.
- d. **Drainage Ditches:** No Lot owner shall disturb any drainage ditches or drainage water flow without written consent of the Developer. All drainage ditches shall remain unobstructed.

34. **GRADING AND GRADES:**

All grading of all Lots shall conform to the surface water drainage plan as approved by the Outagamie County Planning and Zoning Department.

35. **STREET LIGHTING:**

The cost of the operation and maintenance of the street lights and the Town of Vandenbroeks administrative costs concerning the same shall be equally assessed among the Lot owners of the Property. The purchase of any Lot constitutes a waiver of objection to any such assessment and an agreement to pay the annual/special assessment which shall be placed on the tax bill for each Lot as a special assessment for street lighting.

36. **ENFORCEMENT:**

The Town of Vandenbroek and Outagamie County may enforce the provisions of Parts II and III of the Declaration of Restrictive Covenants by proceeding in law or equity against any person violating or attempting to violate the provisions of Part II or III, either to restrain violations or to recover damages, or both.

37. **MODIFICATION:**

Any amendment or modifications of the provisions of Part II of this Declaration of Restrictive Covenants shall require written approval of Outagamie County and the Town of Vandenbroek.

## PART III

### **HOMEOWNER=S ASSOCIATION**

38. There is hereby formed a Homeowners Association entitled Maria Estates Homeowners Association@ (the Homeowners Association@). The members of the Homeowners Association shall be all the Lot owners.

A. Retention Pond. The Homeowners Association shall have deeded to it ownership of Outlot 1, which Outlot shall have a retention pond on it. The Developer will pay the costs to build the retention pond. The Homeowners Association shall (i) maintain the retention pond on such Outlot in conformity with all local, county and state rules and regulations, as such rules may be amended from time to time, including maintaining the grass around the pond, maintaining the weeds in the pond, maintaining the water quality (including algae) in the pond, maintaining the electricity for the pumps in the pond, and (ii) timely pay all real estate taxes assessed against Outlot 1. The cost of such maintenance and taxes shall be born equally between the owners of all the Lots (excluding the ownership of all Outlots). Each owner of each Lot (excluding Outlots) is entitled to one vote per Lot (excluding Outlots) owned in all matters involving the Homeowners Association. The Homeowners Association may elect any officers it deems necessary to carry out its duties. As long as the Developer owns any Lot the Developer shall be the President of the Homeowners Association. At least 10 days written notice of all meetings of the Homeowners Association shall be given to all Lot owners (except in the case of an emergency meeting). The majority vote of the Lot owners (excluding Outlots) present at any Homeowners Association meeting shall constitute action of the Homeowners Association; provided that as long as the Developer owns any Lot, the Developers vote, even if in a minority, shall control the actions of the Homeowners Association. All costs of maintenance of Outlot 1, including the retention ponds on Outlot 1, and all taxes assessed against Outlots 1 shall be shared equally among all Lot owners, (excluding Outlots) and upon certification by the Homeowners Association to the Town of Vandenbroek, such Lot owners unpaid maintenance or tax charge may be placed upon the Lot owners next annual real estate tax bill (along with a \$50 service fee) and paid to the Town of Vandenbroek, and/or Outagamie County, who will

forward the money to the Homeowners Association for payment of the Homeowner=s Association=s costs for maintenance and taxes of the Outlots.

Except for the owners of Lot 17,18, 19 & 21, Outlot 1 shall not be accessible for any use of any Lot owners, (but is only accessible to the Homeowners Association for maintenance purposes as set forth above); provided however that the owners of Lots 17,18,19&21 shall have exclusive right to the use and enjoyment of Outlot 1.

B. Storm Water System. In addition to the Retention Pond as described above, the Homeowner's Association shall be responsible for maintaining the storm water system of the Property, including all storm water basins, banks, all storm water basin inlet and outlet structures, and all storm water drainage ways and swales located on the Property. All necessary repairs shall be made whenever the performance of the storm water control structure is compromised. All mowing in buffered areas, pond banks and drainage will be minimized in order to maximize filtration of run-off. If occasional mowing is necessary, the mowing height will be no shorter than six inches. In the event the Homeowner's Association fails to perform its obligations under this agreement, the Town of Vandenbroek shall have the authority to inspect and maintain all components of the storm water system. In such an event, all associated costs will be assessed to each Lot Owner as a special charge pursuant to Wisconsin Statute Section 66.0627. Such charges shall be a lien on the Lots and shall be collected with the real estate taxes assessed against the Lots by the Town of Vandenbroek.

**MLS FUTURES GROUP INC.**

By: \_\_\_\_\_  
**Keith M. Gonnering, President**

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
                         )SS

COUNTY OF \_\_\_\_\_

Personally came before me on \_\_\_\_\_, 20\_\_\_\_, the  
above-named Keith M. Gonnering to me known to be the person who executed the  
foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

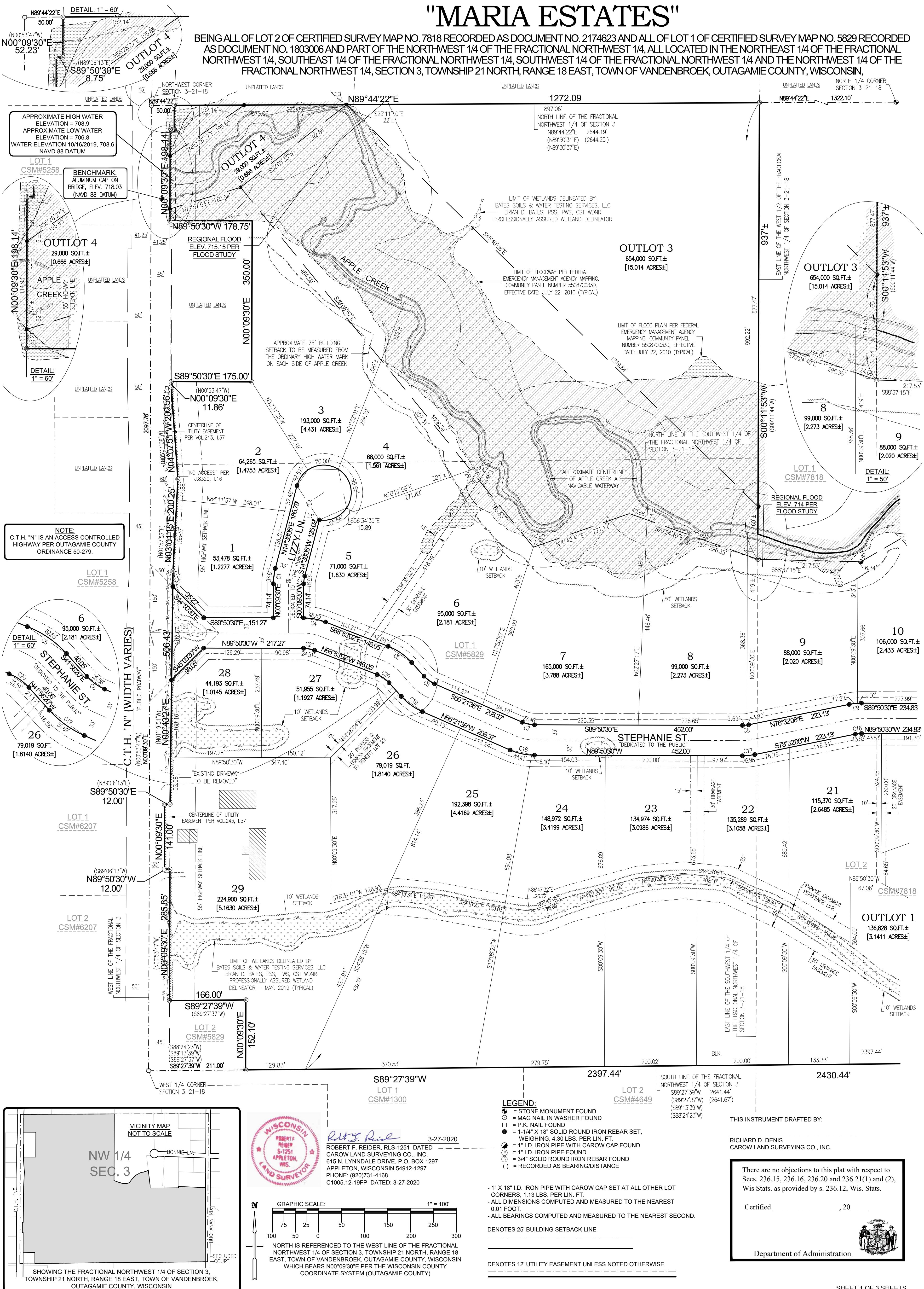
THIS INSTRUMENT DRAFTED BY:

Attorney David J. Winkel  
Winkel Law Office  
411 S. Commercial Street  
Neenah, WI 54956  
Phone: (920) 725-8887  
Fax: (920) 725-9077

State Bar #1002702

# "MARIA ESTATES"

BEING ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7818 RECORDED AS DOCUMENT NO. 2174623 AND ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5829 RECORDED AS DOCUMENT NO. 1803006 AND PART OF THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, ALL LOCATED IN THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, SOUTHEAST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, SOUTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, SECTION 3, TOWNSHIP 21 NORTH, RANGE 18 EAST, TOWN OF VANDENBROEK, OUTAGAMIE COUNTY, WISCONSIN,



SHOWING THE FRACTIONAL NORTHWEST 1/4 OF SECTION 3,  
TOWNSHIP 21 NORTH, RANGE 18 EAST, TOWN OF VANDENBROE  
OUTAGAMIE COUNTY, WISCONSIN



*Robert F. Reider* 3-27-2021  
ROBERT F. REIDER, RLS-1251 DATED —  
CAROW LAND SURVEYING CO., INC.  
615 N. LYNNDALE DRIVE, P.O. BOX 1297  
APPLETON, WISCONSIN 54912-1297  
PHONE: (920)731-4168  
G1005 10 1055 DATED 3-27-2021

LOT 2  
CSM#46

THIS INSTRUMENT DRAFTED BY

---

RICHARD D. DENIS  
CAROW LAND SURVEYING CO., INC.

There are no objections to this

Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),  
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_\_

1 OF 2 SHEETS

# "MARIA ESTATES"

BEING ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7818 RECORDED AS DOCUMENT NO. 2174623 AND ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5829 RECORDED AS DOCUMENT NO. 1803006 AND PART OF THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, ALL LOCATED IN THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, SOUTHEAST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, SOUTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, SECTION 3, TOWNSHIP 21 NORTH, RANGE 18 EAST, TOWN OF VANDENBROEK, OUTAGAMIE COUNTY, WISCONSIN,

## UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED TO WISCONSIN ELECTRIC POWER COMPANY AND WISCONSIN GAS, LLC, A WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, GRANTEE, SPURTRUM, GRANTEE, AND

WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION, AND OTHER UTILITY PROVIDERS, GRANTEES. THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, AND COMMUNICATIONS SERVICE WHICH PURPOSES ARE HEREBY ISOLATED AND SEPARATE FROM THE PROPERTY OWNED BY THE UNDERSIGNED, ALONG AND UPON THE PROPERTY OWNED BY THE UNDERSIGNED AS THE UTILITY EASEMENT AREAS; AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BESEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREIN, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS, THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR INCHES WITHOUT WRITTEN CONSENT OF GRANTEES.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

- NO UTILITY TRANSFORMER OR PEDESTALS ARE TO BE SET WITHIN 2 FEET OF A PROPERTY CORNER MONUMENT.

- NO CONDUCTORS ARE TO BE BURIED WITHIN 1 FOOT OF A LOT LINE CORNER MONUMENT.

**NOTES:**  
1) COUNTY TRUNK HIGHWAY "N" IS A CONTROLLED ACCESS HIGHWAY AS ESTABLISHED BY THE COUNTY BOARD OF OUTAGAMIE COUNTY AS PER JACKET 8320, IMAGE 16 AS DOCUMENT NUMBER 933501  
2) THE ORDINARY HIGH WATER MARK SETBACK IS NOT BASED ON AN OFFICIAL DETERMINATION AND PRIOR TO ANY BUILDING, AN OFFICIAL DETERMINATION OF THE APPROXIMATE ORDINARY HIGH WATER MARK SHOULD BE MADE BY THE OUTAGAMIE COUNTY ZONING DEPARTMENT OR OTHER AUTHORIZED PERSON, ALSO ALL BUILDING SETBACKS AND OTHER LAND USE REQUIREMENTS SHOULD BE VERIFIED BY THE OUTAGAMIE COUNTY ZONING OFFICE PRIOR TO ANY CONSTRUCTION OR OTHER LAND USE ACTIVITY.  
3) ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.  
4) THE LOCATION OF THE APPROXIMATE ORDINARY HIGH WATER MARK SHALL BE THE POINT ON THE BANK OF A NAVIGABLE STREAM OR ON THE SHORE OF A LAKE UP TO WHICH THE PRESENCE AND ACTION OF SURFACE WATER IS SO CONTINUOUS AS TO LEAVE A DISTINCTIVE MARK BY EROSION, DESTRUCTION OF TERRESTRIAL VEGETATION, OR OTHER EASILY RECOGNIZED CHARACTERISTICS.  
5) ANY AGRICULTURAL DRAINPIPE WHICH IS DISTURBED, CUT OR BROKEN AS PART OF THE DEVELOPMENT OF THE PLAT OR EXCAVATION FOR HOME CONSTRUCTION MUST BE REPAIRED AND/OR RELOCATED TO ALLOW FOR THE DRAINPIPE TO CONTINUE TO DRAIN AS ORIGINALLY DESIGNED. THE COST OF REPAIR AND/OR REPLACEMENT OF THE DRAINPIPE MUST BE BORN BY THE PARTY DAMAGING THE DRAINPIPE.  
6) FUTURE DEVELOPMENT OF OUTLOT 3 SHALL NOT INCLUDE, AS A PRINCIPAL USE, SINGLE-FAMILY DETACHED DWELLING AND/OR MOBILE HOMES UNRELATED TO ANY FARM OPERATION, UNTIL SUCH TIME OUTLOT 3 IS REZONED TO A RESIDENTIAL DISTRICT OR AS OTHERWISE APPROVED BY OUTAGAMIE COUNTY DEPARTMENT OF DEVELOPMENT AND LAND SERVICES.  
7) OUTLOT 1 DESIGNED TO FUNCTION AS STORM WATER FEATURE AND BE OWNED BY THE OWNERS OF LOTS 1-29 WITHIN THE PLAT, EACH LOT WILL EACH HAVE AN 1/120 SHARE.  
8) LOTS 3-15, MAY REQUIRE A SHORELAND CONDITIONAL USE ZONING PERMIT FROM THE OUTAGAMIE COUNTY PLANNING OFFICE DUE TO BEING WITHIN 300 FEET OF A NAVIGABLE STREAM.  
9) LOTS 21-25 WILL REQUIRE PERMITS TO CROSS THE WETLANDS WITH A DRIVEWAY.

CURVE TABLE:						
CURVE	LOT	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1		133.00	14°28'36"	33.61	N07°23'48"E	33.52
C2	2	60.00	264°15'38"	276.73	S33°14'05"E	88.99
3	60.00	66°50'04"	70.00	N88°39'15"E	66.10	
4	60.00	91°20'44"	95.66	S12°15'02"E	85.84	
5	60.00	65°26'24"	68.56	S66°09'32"W	64.89	
C3		67.00	14°28'36"	16.93	S07°23'48"W	16.88
6	130.00	20°57'28"	46.30	S77°54'46"E	46.30	
7	130.00	11°37'22"	62.55	S87°24'22"E	61.97	
C8		67.00	24°56'16"	28.56	S54°08'08"E	28.34
9	67.00	11°37'22"	27.48	S79°06'02"W	27.27	
C9		67.00	08°17'14"	9.69	S89°05'37"E	9.68
10	130.00	11°37'22"	3.90	N89°12'12"E	3.90	
C10		10.00	03°52'54"	9.01	N88°13'03"E	9.01
11	133.00	90°00'00"	208.92	S44°50'30"E	188.09	
12	133.00	44°26'26"	103.16	S67°37'17"E	100.59	
C11		67.00	45°33'47"	105.76	S33°37'17"E	105.76
C12		67.00	66°50'04"	77.85	S29°05'55"E	73.16
C13		67.00	23°49'10"	27.85	S66°23'20"E	27.65
C14		133.00	11°37'22"	55.29	S77°55'59"W	54.90
18	133.00	66°10'50"	153.63	N32°55'59"W	145.23	
19	133.00	23°50'36"	55.35	N54°06'02"W	54.95	
19	133.00	42°20'14"	98.28	N21°00'37"W	96.06	
C15		67.00	90°00'00"	105.24	N44°50'30"W	94.75
C16		67.00	11°37'22"	13.59	S88°50'30"E	100.93
C17		133.00	23°28'54"	54.51	S78°32'08"W	57.88
C18		133.00	02°37'40"	6.10	N78°06'03"W	54.13
24	133.00	20°51'14"	48.11	N87°47'13"W	48.14	
25	133.00	24°23'56"	56.69	N57°06'59"W	56.26	
C20		67.00	26°56'42"	31.51	N85°24'41"W	31.22
C21		67.00	20°57'28"	24.51	S79°21'46"W	24.37

**LEGEND:**  
• = STONE MONUMENT FOUND  
○ = MAG NAIL IN WASHER FOUND  
□ = P.K. NAIL FOUND  
● = 1-1/2" ID. IRON PIPE SET, WEIGHING 4.40 LBS. PER LIN. FT.  
● = 1-1/2" ID. IRON PIPE WITH CAROW CAP FOUND  
○ = 1-1/2" ID. IRON PIPE FOUND  
○ = 3/4" SOLID ROUND IRON REBAR FOUND  
( ) = RECORDED AS BEARING/DISTANCE

- 1" X 18" ID. IRON PIPE WITH CAROW CAP SET AT ALL OTHER LOT CORNERS, 1.13 LBS. PER LIN. FT.  
- ALL DIMENSIONS COMPUTED AND MEASURED TO THE NEAREST 0.01 FOOT.  
- ALL BEARINGS COMPUTED AND MEASURED TO THE NEAREST SECOND.

DENOTES 25' BUILDING SETBACK LINE

DENOTES 12' UTILITY EASEMENT UNLESS NOTED OTHERWISE

GRAPHIC SCALE:  
1" = 100'  
100 50 0 50 100 150 200 250 300

NORTH IS REFERENCED TO THE WEST LINE OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 21 NORTH, RANGE 18 EAST, TOWN OF VANDENBROEK, OUTAGAMIE COUNTY, WISCONSIN WHICH BEARS N00°09'30"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM (OUTAGAMIE COUNTY)

THIS INSTRUMENT DRAFTED BY:

RICHARD D. DENIS  
CAROW LAND SURVEYING CO., INC.

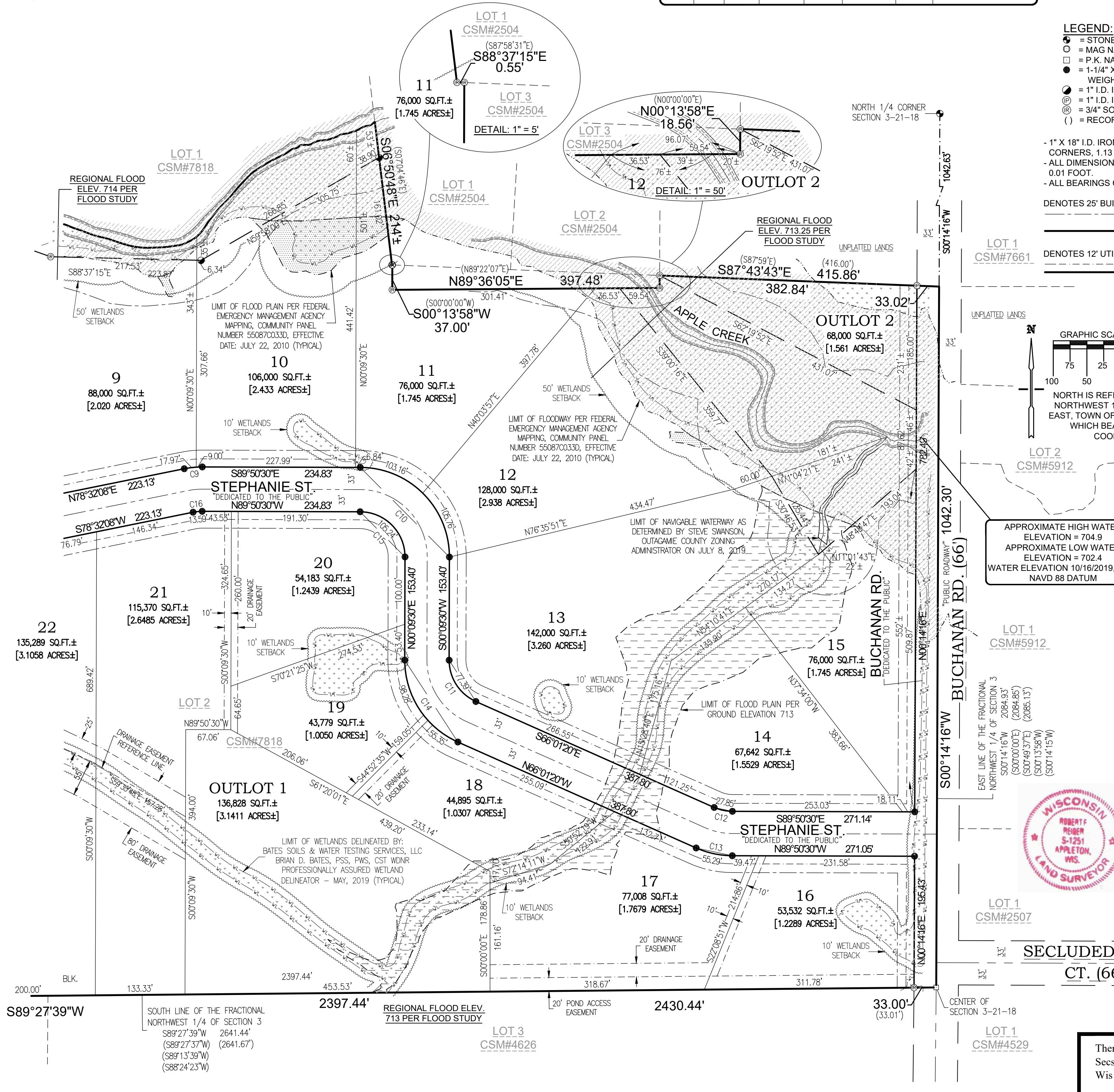
  
ROBERT F. REIDER, RLS-1251 DATED  
CAROW LAND SURVEYING CO., INC.  
615 N. LYNNDALE DRIVE, P.O. BOX 1297  
APPLETON, WISCONSIN 54912-1297  
PHONE: (920)731-4168  
C1005.12-19FP DATED 3-27-2020

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

Certified \_\_\_\_\_, 20\_\_\_\_



Department of Administration



# "MARIA ESTATES"

BEING ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7818 RECORDED AS DOCUMENT NO. 2174623 AND ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5829 RECORDED AS DOCUMENT NO. 1803006 AND PART OF THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, ALL LOCATED IN THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, SOUTHEAST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, SOUTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, ALL IN SECTION 3, TOWNSHIP 21 NORTH, RANGE 18 EAST, TOWN OF VANDENBROEK, OUTAGAMIE COUNTY, WISCONSIN,

#### SURVEYOR'S CERTIFICATE:

I, ROBERT F. REIDER, PROFESSIONAL WISCONSIN LAND SURVEYOR NO. 1251, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED "MARIA ESTATES", LOCATED IN THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, SOUTHEAST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, SOUTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, ALL IN SECTION 3, TOWNSHIP 21 NORTH, RANGE 18 EAST, TOWN OF VANDENBROEK, OUTAGAMIE COUNTY, WISCONSIN.

THAT I HAVE MADE SUCH SURVEY, LAND-DIVISION AND PLAT BY THE DIRECTION OF MLS FUTURES GROUP, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, OWNER OF SAID LAND, CONTAINING 3.990.000 SQUARE FEET (91.598) ACRES OF LAND MORE OR LESS AND DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7818 RECORDED AS DOCUMENT NO. 2174623 AND ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5829 RECORDED AS DOCUMENT NO. 1803006 AND PART OF THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, ALL LOCATED IN THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, SOUTHEAST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, SOUTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4, SECTION 3, TOWNSHIP 21 NORTH, RANGE 18 EAST, TOWN OF VANDENBROEK, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 3; THENCE S00°14'16"W, 1042.63 FEET ALONG THE EAST LINE OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 3 TO A NORTH LINE OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7818 AND THE POINT OF BEGINNING; THENCE CONTINUING S00°14'16"W, 1042.30 FEET ALONG SAID EAST LINE TO THE CENTER OF SECTION 3; THENCE S89°27'39"W, 2430.44 FEET ALONG THE SOUTH LINE OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 3 TO THE EAST LINE OF LOT 2 OF CERTIFIED SURVEY MAP NO. 5829; THENCE N00°09'30"E, 152.10 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF SAID LOT 2; THENCE S89°27'39"W, 166.00 FEET ALONG SAID NORTH LINE TO AN EAST RIGHT-OF-WAY LINE OF C.T.H. "N"; THENCE N00°09'30"E, 285.85 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE S89°50'30"E, 12.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE N00°09'30"E, 141.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE S89°50'30"E, 12.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE N00°43'27"E, 506.43 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE S03°01'15"E, 200.25 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE S04°07'51"W, 400.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE S04°07'51"W, 11.30 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE S00°14'16"E, 356.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE S00°14'16"E, 178.75 FEET TO AN EAST RIGHT-OF-WAY LINE OF C.T.H. "N"; THENCE N00°09'30"E, 188.14 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE S89°50'30"E, 8.75 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE N00°09'30"E, 52.23 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTH LINE OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 3; THENCE N89°44'22"E, 1272.09 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST 1/2 OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 3; THENCE S00°11'53"W, 992.22 FEET ALONG SAID EAST LINE TO THE STARTING POINT OF A MEANDER LINE OF THE CENTERLINE OF APPLE CREEK, SAID POINT BEARS S00°11'53"W A DISTANCE OF 54 FEET MORE OR LESS FROM SAID CENTERLINE; THENCE S88°37'15"E, 223.87 FEET ALONG SAID MEANDER LINE; THENCE N59°58'00"E, 305.75 FEET ALONG SAID MEANDER LINE TO AN EAST LINE OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7818 AND THE TERMINATION POINT OF SAID MEANDER LINE, SAID POINT BEARS S06°50'48"E A DISTANCE OF 55 FEET MORE OR LESS FROM THE CENTERLINE OF APPLE CREEK; THENCE S06°50'48"E, 161.02 FEET ALONG SAID EAST LINE; THENCE S88°37'15"E, 0.55 FEET ALONG SAID EAST LINE; THENCE S00°13'58"E, 37.00 FEET ALONG SAID EAST LINE TO A NORTH LINE OF SAID LOT 2; THENCE N89°36'05"E, 397.48 FEET ALONG SAID NORTH LINE; THENCE N00°13'58"E, 18.50 FEET ALONG SAID NORTH LINE; THENCE S87°43'43"E, 415.86 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, INCLUDING ALL THAT LAND LYING WITHIN THE ABOVE DESCRIBED MEANDER LINE THE CENTERLINE OF APPLE CREEK, BOUNDED BY THE EXTENSION OF THE RESPECTIVE LINES OF THE ABOVE DESCRIBED PARCEL TO SAID CREEK CENTERLINE, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT THIS PLAT IS A CORRECT REPRESENTATION OF ALL OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE TOWN OF VANDENBROEK AND OUTAGAMIE COUNTY IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_. ROBERT F. REIDER, PLS-1251

#### COMPANY OWNER'S CERTIFICATE OF DEDICATION:

MLS FUTURES GROUP, LLC, A WISCONSIN LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT.

MLS FUTURES GROUP, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

DEPARTMENT OF ADMINISTRATION  
TOWN OF VANDENBROEK  
VILLAGE OF LITTLE CHUTE  
OUTAGAMIE COUNTY

IN WITNESS WHEREOF, THE SAID MLS FUTURES GROUP, LLC, A WISCONSIN LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY KEITH M. GONNERING, ITS PRESIDENT AND COUNTERSIGNED BY CINDY A. GONNERING, ITS SECRETARY, AT LITTLE CHUTE, WISCONSIN, AND ITS COMPANY SEAL TO BE HEREUNTO AFFIXED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

IN THE PRESENCE OF:

MLS FUTURES GROUP, LLC, A WISCONSIN LIMITED LIABILITY COMPANY

SIGNED: KEITH M. GONNERING, PRESIDENT DATED

COUNTERSIGNED: CINDY A. GONNERING, SECRETARY DATED:

STATE OF WISCONSIN  
\_\_\_\_\_  
OUTAGAMIE COUNTY)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PRESIDENT, AND SECRETARY OF THE ABOVE NAMED WISCONSIN LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH PRESIDENT AND SECRETARY OF SAID COMPANY, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC,  
OUTAGAMIE COUNTY, WI.  
MY COMMISSION EXPIRES: \_\_\_\_\_

#### TOWN BOARD APPROVAL CERTIFICATE:

RESOLVED, THAT THE PLAT OF "MARIA ESTATES" IN THE TOWN OF VANDENBROEK, OUTAGAMIE COUNTY, IS HEREBY APPROVED BY THE TOWN BOARD OF THE TOWN OF VANDENBROEK.

APPROVED: JASON WEGAND, CHAIRPERSON, DATED

SIGNED: JASON WEGAND, CHAIRPERSON, DATED

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF VANDENBROEK.

CORY SWEDBERG, TOWN CLERK, DATED

#### CERTIFICATE OF TOWN TREASURER:

STATE OF WISCONSIN  
\_\_\_\_\_  
OUTAGAMIE COUNTY)

I, TAMARA MATTIOLI, BEING THE DULY ELECTED QUALIFIED AND ACTING TOWN TREASURER OF THE TOWN OF VANDENBROEK, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ ON ANY OF THE LAND INCLUDED IN THE PLAT OF "MARIA ESTATES".

TAMARA MATTIOLI, TOWN TREASURER, DATED

#### CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN  
\_\_\_\_\_  
OUTAGAMIE COUNTY)

I, TRENTEN WOELFEL, BEING THE DULY ELECTED QUALIFIED AND ACTING TREASURER OF THE COUNTY OF OUTAGAMIE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENT AS OF \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AFFECTING THE LANDS INCLUDED IN THE PLAT OF "MARIA ESTATES".

TRENTEN WOELFEL, COUNTY TREASURER, DATED

#### OUTAGAMIE COUNTY APPROVAL:

I HEREBY CERTIFY THAT THIS PLAT KNOWN AS "MARIA ESTATES" WAS APPROVED BY THE OUTAGAMIE COUNTY AGRICULTURE, EXTENSION EDUCATION, ZONING AND LAND CONSERVATION COMMITTEE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

OUTAGAMIE COUNTY ZONING ADMINISTRATOR, DATED

#### VILLAGE OF LITTLE CHUTE APPROVAL CERTIFICATE: (EXTRATERRITORIAL)

RESOLVED, THAT THE PLAT OF "MARIA ESTATES" IN THE TOWN OF VANDENBROEK, OUTAGAMIE COUNTY, IS HEREBY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF LITTLE CHUTE.

APPROVED: MICHAEL VANDEN BERG, VILLAGE PRESIDENT, DATED

SIGNED: MICHAEL VANDEN BERG, VILLAGE PRESIDENT, DATED

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE VILLAGE OF LITTLE CHUTE.

LAURIE DECKER, CLERK DATED

RECEIVED FOR RECORDING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_ M.

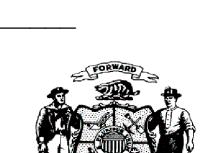
AND FILED IN CABINET \_\_\_\_ OF PLATS IN FILE NUMBER \_\_\_\_.

DOCUMENT NUMBER \_\_\_\_

REGISTER OF DEEDS, OUTAGAMIE COUNTY.

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

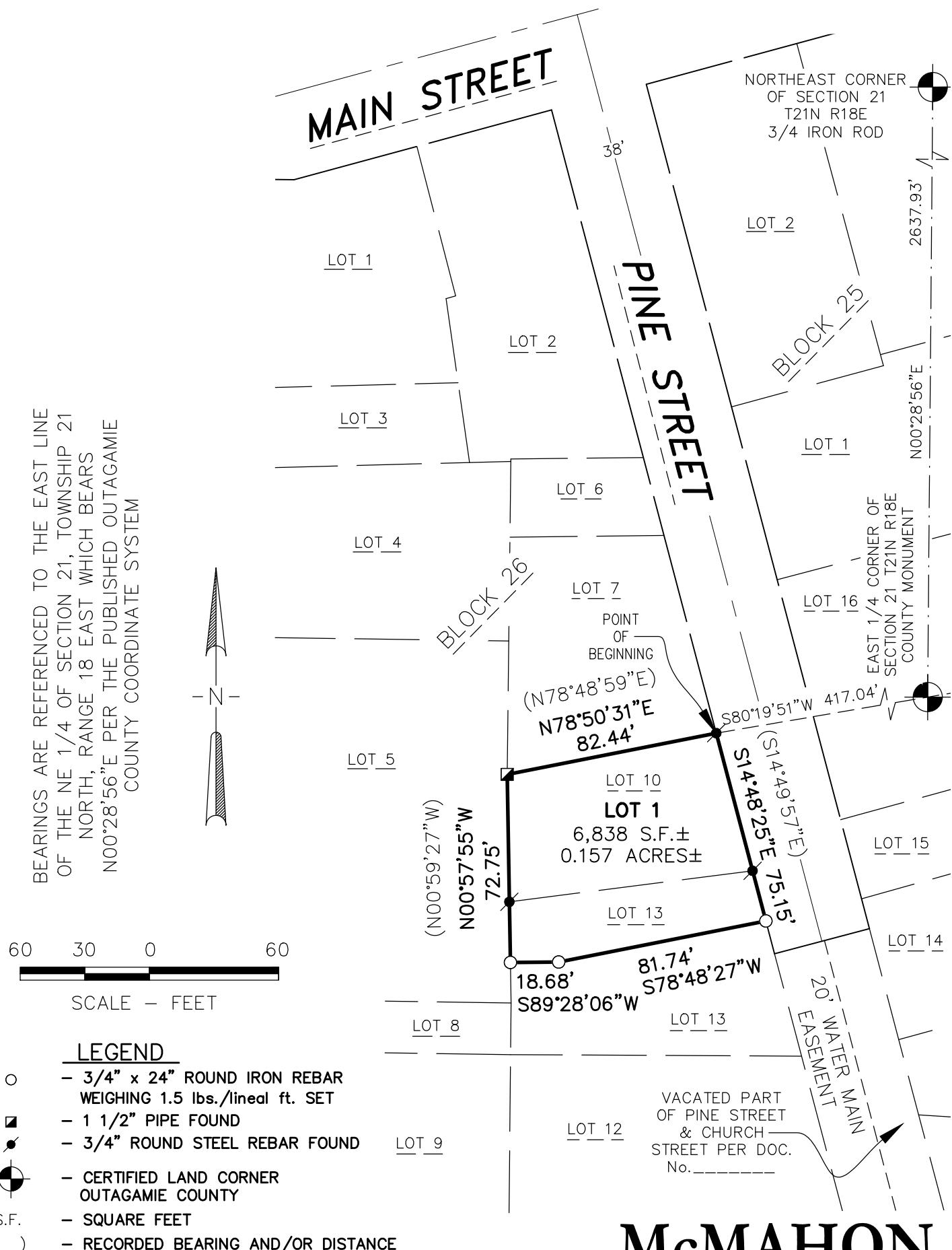
Certified \_\_\_\_\_, 20\_\_\_\_



Department of Administration

SHEET 3 OF 3 SHEETS

ALL OF LOT 10 AND PART OF LOT 13 BLOCK 26 1985  
 AMENDMENT TO 1917 ASSESSORS PLAT OF THE VILLAGE  
 OF LITTLE CHUTE, LOCATED IN GOVERNMENT LOT 1 SECTION  
 21, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF  
 LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN.



**McMAHON**  
 ENGINEERS / ARCHITECTS

McMAHON ASSOCIATES, INC.  
 1445 McMAHON DRIVE NEENAH, WI 54956  
 Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025  
 PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

SHEET 2 OF 3

ALL OF LOT 10 AND PART OF LOT 13 BLOCK 26 1985 AMENDMENT TO 1917 ASSESSORS  
PLAT OF THE VILLAGE OF LITTLE CHUTE, LOCATED IN GOVERNMENT LOT 1 SECTION 21,  
TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY,  
WISCONSIN.

## SURVEYOR'S CERTIFICATE

I, David M. Schmalz, Wisconsin Professional Land Surveyor S-1284, certify that I have surveyed, divided and mapped all of Lot 10 and part of Lot 13 of Block 26 1985 Amendment to 1917 Assessors Plat of the Village of Little Chute, Located in Government Lot 1, Section 21, Township 21 North, Range 18 East, Village of Little Chute Outagamie County, Wisconsin containing 6,838 square feet, more or less (0.157 acres) of land described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 21; Thence S80°19'51"W, 417.04 feet to the Northeast corner of Lot 10 and the Point of Beginning; Thence S14°48'25"E, 75.15 feet along the East line of Lot's 10 and 13; Thence S78°48'27"W, 81.74 feet; Thence S89°28'06"W, 18.68 feet to the West line of Lot 13; Thence N00°57'55"W, 72.75 feet along said West line of Lot's 13 and 10 to the Northwest corner of Lot 10; Thence N78°50'31"E, 82.44 feet along said North line to the Point of Beginning.

That I have made this survey by the direction of Owners of said Land.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes and Village of Little Chute Subdivision Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

David M. Schmalz, Professional WI Land Surveyor S-1284

## NOTES

- THIS CSM IS ALL OF TAX PARCEL No. 260044400 & PART OF 260044200.
- THE PROPERTY OWNER OF RECORD IS ST. JOHN NEPOMUCENE CONGREGATION AND ST. JOHN NEPOMUCENE PARISH.
- THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS DESCRIBED IN DOCUMENT No. 1738280 and DOCUMENT No.1126059 (Jacket 15825 Image 27).

CERTIFICATE OF TREASURERS

I, being the duly elected, qualified and acting Treasurer, do hereby certify that the records in my office show no unredeemed taxes and no un-paid taxes or special assessments on any of the lands included in this Certified Survey Map as of:

Village Finance Director  
Lisa Remiker-Dewall

— Date

County Treasurer  
Trenten Woelfel

-----  
Date

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

SHEET 3 OF 3

ALL OF LOT 10 AND PART OF LOT 13 BLOCK 26 1985 AMENDMENT TO 1917 ASSESSORS  
PLAT OF THE VILLAGE OF LITTLE CHUTE, LOCATED IN GOVERNMENT LOT 1 SECTION 21,  
TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY,  
WISCONSIN.

## OWNER'S CERTIFICATE

ST. JOHN NEPOMUCENE CONGREGATION AND PARISH, As Owner(s), I/We hereby certify that we caused the land described on this map to be surveyed, divided, and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required be s. 236.10 or 236.12 of the Wisconsin Statutes to be submitted to the following for approval.

## Village of Little Chute

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

-----  
Signature

Print Name & Title

-----  
Signature

Print Name & Title

State of Wisconsin)  
\_\_\_\_\_  
County)

Personally appeared before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named persons to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

---

## Notary Public

County, \_\_\_\_\_

My commission expires \_\_\_\_\_

## VILLAGE BOARD APPROVAL

Approved by the Village of Little Chute, Outagamie County, Wisconsin, by the Village Board  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Michael R. Vanden Berg  
Village President

Laurie Decker  
Village Clerk

# EXHIBIT "B"

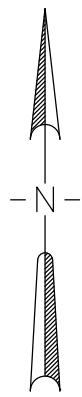
## LEGEND



- TEMPORARY PARKING EASEMENT

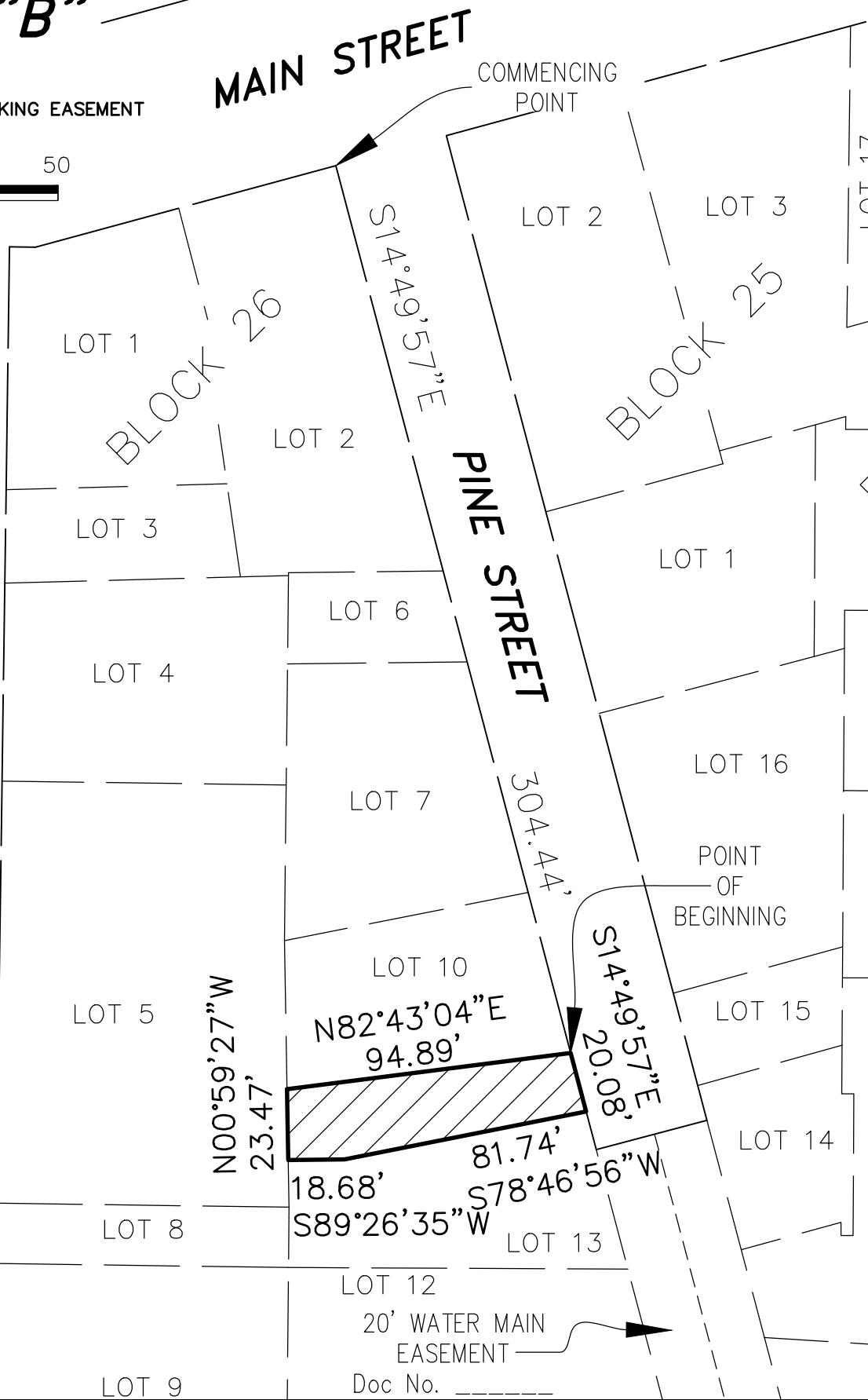
50 25 0 50

SCALE - FEET



GRAND AVENUE

BEARINGS ARE REFERENCED TO THE 1985  
AMENDMENT TO THE 1917 ASSESSORS PLAT  
OF THE VILLAGE OF LITTLE CHUTE



Project No. L0001 9200347.00 Date MAY, 2020 Scale 1"=50'

Drawn By DWJ Field Book \_\_\_\_\_ Page \_\_\_\_\_

1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025  
Tel: (920) 751-4200 Fax: (920) 751-4284

**McMAHON**  
ENGINEERS / ARCHITECTS

File No.