



# Plan Commission

335 South Broadway

## Regular Meeting

De Pere, WI 54115  
<http://www.de-pere.org>

### Agenda

**Tuesday, May 26, 2015**

**7:00 PM**

**De Pere City Hall Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Plan Commission** of the City of De Pere will be held on **May 26, 2015 at 7:00 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

*This meeting can be viewed LIVE at [www.depere.tv](http://www.depere.tv). This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at [www.depere.tv](http://www.depere.tv).*

#### Call to Order

1. Roll Call.
2. Approval of the minutes of the April 27, 2015 Plan Commission meeting.
3. Review the Site Plan application for a new cell tower located off Suburban Court on parcel WD-364-D-519. Applicant: Verizon.
4. Review Washington Street design between Chicago and Merrill.\*
5. Review the Rezoning Application for parcel ED-477 (428 N Superior St) from General Business with a Planned Development District Overlay (B2-PDD) to Single and Two Family Residence with a Planned Development District Overlay (R2-PDD). Applicant: Tadych Investment Partners.\*
6. Review the CSM Application for a two lot CSM on the south end of American Boulevard parcel WD-L492-B. Surveyor: Mau & Associates.\*
7. Review the CSM Application which divides WD-1377 into two and combines them with neighboring parcels on American Boulevard. Surveyor: Mau & Associates.\*
8. Review the CSM Application for a two lot CSM on the north west corner of American Boulevard and Southbridge Road parcel WD-L179-1. Surveyor: Mau & Associates.\*
9. Review the CSM Application for an extraterritorial CSM for a 3 lot CSM and road dedication in the Town of Rockland. Surveyor: Zeitler.\*

#### Adjournment

**\* Items with an asterisk require City Council approval.**

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the City Planner's office at 339-4043 by Noon on Tuesday, May 26<sup>th</sup>, 2015 so that arrangements can be made.

#### AGENDA SENT TO:

Plan Commission Members  
Alderspersons  
News Media  
Verizon Wireless  
Washington St residents

Unified School District of De Pere  
Tadych Investment Partners LLC  
Irwin neighborhood residents  
Mau & Associates  
Steven Zeitler

**City of De Pere, Wisconsin****Request For Plan Commission Action**

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**MEETING DATE:** May 26, 2015

**DEPARTMENT:** Planning

**FROM:** Ken Pabich

**SUBJECT:** Approval of the minutes of the April 27, 2015 Plan Commission meeting.

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**ATTACHMENTS:**

- PC\_Apr2015\_Minutes\_Draft (PDF)



# Plan Commission

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

## Regular Meeting

### Draft Minutes

Monday, April 27, 2015

7:00 PM

De Pere City Hall Council Chambers

#### Call to Order

The meeting was called to order at 7:00 PM by Mayor Michael J. Walsh

| Attendee Name      | Title        | Status  | Arrived |
|--------------------|--------------|---------|---------|
| Derek Beiderwieden | Commissioner | Present |         |
| James Boyd         | Aldersperson | Excused |         |
| Jim Kalny          | Commissioner | Excused |         |
| Larry Lueck        | Aldersperson | Present |         |
| Elizabeth Runge    | Commissioner | Present |         |
| Steve Taylor       | Commissioner | Present |         |
| Michael J. Walsh   | Mayor        | Present |         |

Also present: Planning Director Ken Pabich, City Attorney Judith Schmidt-Lehman, Building Inspector Dave Hongisto, and members of the public.

#### 2. Approval of the minutes of the March 23, 2015 Plan Commission meeting.

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Michael J. Walsh, Mayor                   |
| <b>SECONDER:</b> | Derek Beiderwieden, Commissioner          |
| <b>AYES:</b>     | Beiderwieden, Lueck, Runge, Taylor, Walsh |
| <b>EXCUSED:</b>  | James Boyd, Jim Kalny                     |

#### 3. Review the Vacation request to remove a trail easement in Trailside Estates. Applicant: City of De Pere.\*

When Trailside South subdivision was originally platted, two easements were included at the north and south corners to provide access to the Fox River Trail. Both are unimproved. City staff have analyzed both access points, and are recommending that the northern easement be vacated, and that the southern easement be fully improved.

Mayor Walsh motioned, seconded by Derek Beiderwieden, to open the meeting for public comments. Upon vote, motion carried unanimously.

Richard Peters owns a home abutting the northern easement. He uses the trail daily, and actually uses the southern entry point. In his opinion two access points are not needed.

Mayor Walsh motioned, seconded by Derek Beiderwieden, to return to regular order. Upon vote, motion carried unanimously.

Discussion followed regarding the vacation process, utility notification, trail maintenance, and potential safety concerns.

Derek Beiderwieden motioned, seconded by Steve Taylor, to approve the vacation request and forward to City Council for approval. Upon vote, motion carried unanimously.

Attachment: PC\_Apr2015\_Minutes\_Draft (3449 : minutes)

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Derek Beiderwieden, Commissioner          |
| <b>SECONDER:</b> | Steve Taylor, Commissioner                |
| <b>AYES:</b>     | Beiderwieden, Lueck, Runge, Taylor, Walsh |
| <b>EXCUSED:</b>  | James Boyd, Jim Kalny                     |

4. Review the Sign Variance request for a sign at 1001 N. Broadway for De Pere Family Dentistry. Applicant: Todd Thomas.

Ken Pabich reviewed the variance request. Utility boxes on the property necessitated the use of a pole sign, which created the setback and under clearance issues in question. The business owners have worked with the sign designer to maintain the look of the corridor.

Mayor Walsh motioned, seconded by Larry Lueck, to open the meeting for public comments. Upon vote, motion carried unanimously.

Todd Thomas with Creative Sign provided more details on the design. Building Inspector Dave Hongisto noted that the existing sign was granted a similar variance from the Board of Public Works when it was installed.

Mayor Walsh motioned, seconded by Derek Beiderwieden, to return to regular order. Upon vote, motion carried unanimously.

Derek Beiderwieden motioned, seconded by Mayor Walsh, to approve both variance requests. Upon vote, motion carried unanimously.

5. Review the Site Plan application for a new cell tower located off Suburban Court on parcel WD-364-D-519. Applicant: Verizon.

Ken Pabich reported that during the application process, staff requested additional information which the applicant distributed at tonight's meeting. Due to the depth of information in the affidavits, staff is recommending that the Plan Commission table this item until its next meeting, which is still within the 90 day time frame. Larry Lueck indicated that he will abstain from voting due to the nature of his employment. Mayor Walsh motioned, seconded by Elizabeth Runge, to open the meeting for public comments. Upon vote, motion carried unanimously.

Guy Stewart with SBA Communications, and Rodney Carter with Davis & Kuelthau reported that they have submitted documentation demonstrating why it would be economically burdensome for Verizon to locate elsewhere in the city. They requested that the Plan Commission consider proceeding tonight, because quite a bit of time and money have been invested in the project to this point already.

Mayor Walsh motioned, seconded by Derek Beiderwieden, to return to regular order. Upon vote, motion carried.

Mayor Walsh motioned, seconded by Steve Taylor, to table the agenda item until the next meeting. Upon vote, motion carried.



|                  |                                                                     |
|------------------|---------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>TABLED [4 TO 0]</b>                                              |
| <b>MOVER:</b>    | Michael J. Walsh, Mayor                                             |
| <b>SECONDER:</b> | Steve Taylor, Commissioner                                          |
| <b>AYES:</b>     | Derek Beiderwieden, Elizabeth Runge, Steve Taylor, Michael J. Walsh |
| <b>ABSTAIN:</b>  | Larry Lueck                                                         |
| <b>EXCUSED:</b>  | James Boyd, Jim Kalny                                               |

6. Review the CSM Application for an extraterritorial CSM for 2 lot CSM in the Town of Rockland. Surveyor: American Surveys.\*

Ken Pabich reviewed the application; discussion followed regarding the configuration of the proposed lots. Mayor Walsh motioned, seconded by Steve Taylor, to approve the CSM and forward to City Council for approval. Upon vote, motion carried unanimously.

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Michael J. Walsh, Mayor                   |
| <b>SECONDER:</b> | Steve Taylor, Commissioner                |
| <b>AYES:</b>     | Beiderwieden, Lueck, Runge, Taylor, Walsh |
| <b>EXCUSED:</b>  | James Boyd, Jim Kalny                     |

#### Adjournment

Mayor Walsh motioned, seconded by Elizabeth Runge, to adjourn the meeting at 7:24 PM. Upon vote, motion carried unanimously.

Respectfully submitted,  
Carey Danen

## City of De Pere, Wisconsin

**Request For Plan Commission Action**

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**MEETING DATE:** May 26, 2015

**DEPARTMENT:** Planning

**FROM:** Ken Pabich

**SUBJECT:** Review the Site Plan application for a new cell tower located off Suburban Court on parcel WD-364-D-519. Applicant: Verizon.

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**ATTACHMENTS:**

- PC\_Staff\_May26\_Verizon (PDF)
- Verizon Site Plan Memo (PDF)
- PC\_SP\_App\_Verizon (PDF)
- SitePlan (PDF)

- Item 3:** Review the Site Plan application for a new cell tower located off Suburban Court on parcel WD-364-D-519. Applicant: Verizon. (Tabled from last meeting).



Figure 5-1. Proposed location of cell tower off Suburban Court.

#### **Overview:**

Verizon is looking to install a new cell tower and ground facility. With this project, Verizon would be leasing space from the cell tower provider SBA Communications. The City is concerned with the proposed location since the City water tower is within 400' and there is existing space on the tower. The proposed site cannot be prohibited; however it still must meet City zoning requirements. The tower would be designed to include additional facilities (co-location). The parcel is owned by the Sulzmann Partnership and this part of the site would be leased to Verizon. (Please see City Attorney Memo)

#### **Public Works:**

1. The driveway must be an approved hard surface, including concrete apron with a sidewalk section in the right of way.
2. The curb must have profile cut.
3. The site must be graded to ensure storm water drains toward Suburban Court with a side swale.

#### **Fire:**

1. No comments.

#### **Forestry:**

1. Approved the design.

#### **Building/Planning:**

1. Future ground facilities must meet the building code.

#### **Recommendation**

Staff reluctantly recommends that the site plan be approved meeting the requirements stated above.

## CITY OF DE PERE

## MEMO

To: Michael J. Walsh, Mayor  
Members of the Plan Commission  
From: Judith Schmidt-Lehman, City Attorney  
RE: Verizon Wireless Site Plan Application  
Date: May 19, 2015

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As you will recall, Verizon Wireless Personal Communications LP, d/b/a Verizon Wireless, submitted a site plan application for approval to build a communications tower. The purpose of this memo is to outline state law for the Plan Commission concerning mobile tower siting regulations as it pertains to Verizon Wireless' request.

The 2013 State Legislature adopted comprehensive mobile tower siting regulations (Wis. Stats. §66.0404) effective July 2, 2013. Relevant to the Verizon Wireless request are regulations covering requests to construct a new support structure/tower. In addition to construction plans detailing the support structure and equipment and network components, state law requires the following:

§66.0404(2)(b)6. If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider.

The law goes on to state that if the applicant provides all the information required under Wis. Stats. §66.0404(2)(b), the application shall be considered complete. In other words, no further information can be required of the applicant than specifically found in the statute. In particular, this means that the Plan Commission apparently cannot delve into the affidavits presented; rather, unless the Plan Commission would find the affidavits submitted false, it must take the affidavits, and only the affidavits, at face value.

Even though the Plan Commission is limited in what it can consider in its review of this application, it is important for the Plan Commission to have a full picture of the facts of this application and not simply the facts Verizon Wireless chose to put into its affidavits.

Initially, Verizon's affidavit in support of their request, on oath, swore that "collocation within the Verizon Wireless search ring for the area covered by the Verizon Wireless Proposal is infeasible, as no existing structures of any kind currently exist which could be utilized for such collocation." This statement is obviously not accurate since the Matthew water tower is approximately 400 feet from the site for the proposed new structure. A copy of that original affidavit is attached for your information.

Verizon next submitted two affidavits attesting to the “economically burdensome” nature of collocating on some other suitable structure. Verizon Wireless deals exclusively with its issues with collocations on the City’s Matthew water tower. No other collocation site is discussed even though it appears that Fox River Fiber has elevated cooling tanks which could provide a collocation opportunity.

The Plan Commission and City staff are not able to question the numbers used in the affidavit of Deena Recine, which concludes that collocation would cost Verizon Wireless “an additional \$497,520.59 under the terms of the City of De Pere’s lease”. However, it might be interesting to note that this figure amounts to approximately \$16,580/year over the 30 year lease term. Additionally, a different international cell carrier determined in April 2014 (the same time frame that Verizon began exploring the Matthew water tower) that identical terms to those complained of by Verizon were not “economically burdensome”.

The City currently has ten leases with five carriers on three water towers (Merrill, 9<sup>th</sup> Street and Matthew). All leases carry almost identical language. 2014 lease rates range as follows:

|                        |          |          |          |          |          |
|------------------------|----------|----------|----------|----------|----------|
| Merrill                | \$16,460 | \$19,750 | \$29,203 | \$28,972 | \$32,130 |
| 9 <sup>th</sup> Street | \$28,080 | \$29,203 |          |          |          |
| Matthew                | \$28,972 | \$30,228 | \$32,450 |          |          |

Note: 2015 rates will raise between CPI and 5%, depending on lease

Both of Verizon Wireless’ affidavits also complain of language in the City’s lease they find “burdensome.” What both affiants fail to tell the Plan Commission in their affidavits is that Verizon Wireless has already agreed to almost identical terms in its lease of the City’s Merrill water tower. Verizon (known as Primeco Personal Communications under the initial lease) has renewed the terms of that lease twice since 1997. A copy of that lease is also attached for your reference.

As noted above, this information is not sufficient to overturn the information submitted by Verizon Wireless; it does however illustrate just how little discretion the state legislature has purposefully left the Plan Commission in making mobile tower siting decisions. The Plan Commission is therefore left no choice but to approve the site plan application.

Ken Pabich and I have been reviewing ordinances enacted by other communities in the wake of Wis. Stats. §66.0404 and hope to bring forward some suggestions in June or July 2015.

If you have any questions or concerns, please feel free to call me at 339-4042.

JSL:jld

Attachments

c: Common Council Members

Ken Pabich, Director of Planning & Economic Development

H:\jdupont\Memos\2015\Mayor & PC - Verizon site plan 5-18-15.docx

Verizon Site Plan Memo

May 19, 2015

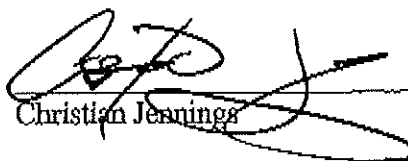
Page 2 of 2

**SWORN STATEMENT OF CHRISTIAN JENNINGS IN SUPPORT OF NEW TOWER CONSTRUCTION  
PURSUANT TO WIS. STAT. §66.0404**

BROWN COUNTY            )  
                                          ) ss.  
STATE OF WISCONSIN    )

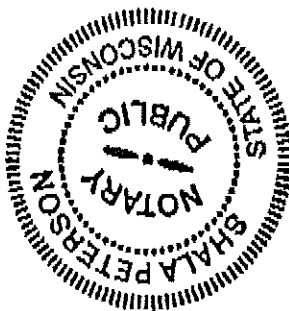
Christian Jennings, being first duly sworn on oath, deposes and says that:

1. I am an adult resident of the State of Wisconsin and serve as RF Engineer at Verizon Wireless.
2. My job duties include responsibility over the placement of the mobile service support structure being proposed by SBA Towers in the City of De Pere on Suburban Court
3. This sworn statement is made pursuant to Wis. Stat. §66.0404(2)(b)6.
4. The Verizon Wireless Proposal is being submitted because collocation within Verizon Wireless' search ring for the area covered by the Verizon Wireless Proposal is infeasible, as no existing structures of any kind currently exist which could be utilized for such collocation.

  
Christian Jennings

Subscribed and sworn to before me  
this day of Apr 23 2015

  
Notary Public, State of Wisconsin  
My commission: 7/14/18



## TOWER LEASE AGREEMENT

This Tower Lease Agreement ("Lease") is entered into this 15th day of August, 1997 by and between the City of De Pere, a Wisconsin municipal corporation ("Landlord") and PrimeCo Personal Communications, L.P., a Delaware Limited Partnership ("Tenant")

In consideration of the terms and covenants of this Agreement and for other good and valuable consideration, the parties agree as follows:

1. Leased Premises. Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord certain portions of real property owned by Landlord located in the City of De Pere, Wisconsin, and described in Exhibit A attached hereto to install up to a maximum of nine (9) antennas and related equipment on the water tower located on such property. The property which is the subject of this Agreement is subject to all existing easements, covenants, conditions, and restrictions of record, if any. This Lease includes certain space on Landlord's water tower located on the subject property.

2. Term. The initial term of this Lease shall be ten (10) years commencing upon the last date of execution shown on this document. Thereafter, Tenant shall have the right to renew this lease for up to three (3) successive five (5) year renewal terms. Should Tenant choose not to renew this Lease, Tenant shall provide Landlord with written notice of nonrenewal at least sixty (60) days prior to the expiration of the current term. Tenant shall begin installation on the tower within one hundred twenty (120) days of entering into this lease. If Tenant has failed to install its equipment on the site described in this Lease within 12 months of the signature of the Mayor on this Lease, even though all rent payments have been made, Landlord may choose to terminate this Lease. If termination is chosen, Landlord will inform Tenant in writing.

3. Extensions. This Lease may be extended upon mutual agreement by both parties.

4. Rent. (A) Rent shall be paid in annual installments, on the same day of the year as the Commencement Date, each year, in advance, to the City of De Pere or to such other person, form, or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment due. The annual rent shall be Thirteen Thousand Two Hundred and 00/100 (\$13,200.00) Dollars. On each anniversary of the Commencement Date, the annual rent shall be increased by an amount equal to the previous year's rent times the lesser of the following: (1) five percent (5%); or (2) by an amount equal to the percentage increase in the CPI (Consumer Price Index as hereinafter defined) computed by comparing the CPI for the Base Month of the immediate preceding year. If the anniversary date of the Commencement Date occurs prior to the issuance of the CPI for the relevant month, then the increase provided herein shall be calculated promptly after the relevant anniversary of the Commencement Date occurs. The "CPI" means the Consumer Price Index for All Urban Consumers, U.S. City Average, All



Items, Issued by the Bureau of Labor Statistics of the United States Department of Labor (1982-1984 = 100). If the CPI is converted to a different standard reference base or otherwise revised or replaced, the adjustment set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics.

(B) Unless otherwise provided for in this Agreement, if this Lease is terminated at a time other than on the last day of the year, rent shall be prorated as of the date of termination, and in the event of termination for any reason other than nonpayment of rent, all prepaid rents shall be refunded to Tenant.

(C) A landscaping plan for the site shall be approved by Landlord prior to the Commencement Date of this Lease. A copy of this approved landscaping plan shall be attached hereto and incorporated herein as Exhibit B. Tenant, at its expense, shall install and maintain its landscape according to the approved landscaping plan. Tenant agrees to make the site improvements described on Exhibit B within the first six months of the Lease.

(D) All consideration to be provided by Tenant to Landlord shall be paid or provided to Landlord without offset. Landlord shall not be required to make any expenditure of any kind in connection with this Lease or make any repairs or improvements to the leased premises except as otherwise provided in this Lease. The rent hereunder is reserved on an absolute net basis. Tenant shall pay all taxes, assessments, insurance premiums, maintenance charges and any other charges, costs and expenses against the leased premises contemplated under any provision of this Lease which are incurred solely by reason of Tenant's improvements. Landlord shall provide to Tenant proof of such increase upon demand of Tenant..

5. Use/Compliance with Laws. (A) Tenant may use the leased premises for the installation, operation and maintenance of facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to Tenant by the Federal Communications Commission ("FCC") and for the operation of related equipment in accordance with the provisions of this Lease and for no other purpose. Tenant shall use the leased premises in compliance with all federal, state, and local laws and regulations including, without limitation: all FCC and Federal Aviation Administration rules, in relation to any of its business activities or other operations conducted upon, above, or adjacent to the premises; the American National Standards Institute's ("ANSI") Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields as set forth in the current ANSI standard or any FCC standard which supersedes these standards. If, for any reason, Tenant's use of the leased premises fails to comply with any federal, state or local law and Tenant fails to bring its use within compliance within thirty (30) days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. Landlord agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense, all Federal Government and/or State of Wisconsin licenses and permits required for Tenant's use of the leased premises. Tenant shall pay, as they



become due and payable, all fees, charges, taxes, and expenses required for licenses and permits required for Tenant's use of the leased premises.

(B) If during the term of this Lease there is a determination made pursuant to an official unappealable order of the Federal Communications Commission that use of the site by Tenant poses a human health hazard which cannot be remediated, Tenant will immediately cease all operations at the leased premises and this lease shall terminate as of the date of such order.

6. Installation of Improvements, Access, Utilities. (A) Tenant shall have the nonexclusive right, at its sole cost and expense, to install certain improvements on the leased portions of the tower described in Exhibit A attached hereto, which improvements include communication transmitting and receiving antennas (the "Antenna Facilities") and structures to store Tenant's equipment. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval. Such plans and specifications as approved by Landlord shall be attached as Exhibit C. All such improvements shall be constructed in accordance with Landlord's specifications and according to a site plan approved by Landlord. Tenant's installation of all such equipment, personal property, and facilities shall be done according to the plans approved by Landlord and no equipment or property shall be subsequently relocated on the property without Landlord's approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

i. Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of Landlord, within five (5) working days of Notice to Landlord, which shall not, unless Tenant fails to provide the Indemnification and Hold Harmless Agreements as required by paragraph 20, below, be unreasonably withheld.. All improvements shall be constructed in a professional manner and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

ii. Any damage done to the property or tower described in Exhibit A due to Tenant's actions during installation or during operations shall be immediately repaired at Tenant's expense and returned to prior condition to Landlord's satisfaction. Tenant shall not permit any claim or lien to be placed against any part of the leased premises that arises out of work, labor, material or supplies provided or supplied to Tenant, its contractors or subcontractors, for the construction, installation, operation, maintenance or use of the leased premises or its Antenna Facilities, equipment, or personal property.

(B) Tenant may update or modify the Antenna Facilities from time to time with the prior written approval of Landlord, within five (5) working days of Notice to Landlord, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that their location on the leased portion of the tower is satisfactory to Landlord. Tenant shall submit to Landlord a proposal for any such replacement facilities and for any supplemental materials as may be reasonably requested by Landlord's evaluation and

approval, which approval shall not be unreasonably withheld or delayed. All costs for required structural studies will be paid by Tenant.

(C) Tenant shall have the nonexclusive right, at its sole cost and expense, to operate and maintain on the leased portion of the property described in Exhibit A attached hereto, the improvements described in Exhibit C and installed pursuant to Paragraph 6(A) of this Lease. The Antenna Facilities, structures, and all equipment stored or operated therein for the benefit of Tenant shall remain the exclusive property of Tenant, subject to the provisions of Paragraph 9(C) of this Lease. No equipment shall be stored on the property outside of the structures and all appropriate permits must be obtained prior to construction and use of the structures.

(D) At all times during this Lease, Landlord hereby grants to Tenant a nonexclusive easement for ingress, egress, and access over the property which gives Tenant access to the structures and to the base of the tower at no additional charge to Tenant. The location of such easement shall be as depicted on Exhibit A. Landlord expressly reserves the right to relocate such nonexclusive easement at any time at Landlord's cost to any location on Landlord's property deemed appropriate by Landlord, provided that Landlord provides uninterrupted access to the premises during the period of relocation and such relocated easement provides Tenant with reasonable access to the leased premises of similar or better quality as the original access.

(E) Tenant, at all times during this Lease, shall have access to the property and the structures in order to install, operate, and maintain its transmission facilities. Tenant shall have access to the tower only during regular Water Utility working hours (Monday through Friday, 7:00 a.m. - 3:00 p.m.) with the approval of Landlord and in the presence of an employee of Landlord. Tenant shall request access to the tower 24 hours in advance and Landlord's approval thereof shall not be unreasonably withheld or delayed. In an emergency, Landlord will respond on a two hour notice basis and provide Tenant with the pager number of a responsive agent of Landlord. Tenant and Landlord will use all reasonable efforts to provide emergency response. Access will not be unreasonably withheld or delayed. Tenant will pay Landlord for any emergency labor overtime costs incurred in providing emergency response of 1997 labor costs not to exceed \$25/hour upon receipt of itemized billing, said labor costs to be adjusted annually per the contract hourly rate.

(F). Tenant shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the leased premises and shall pay all costs associated therewith. All utilities will be buried unless they conflict with existing underground utilities.

(G) Tenant, at its expense, shall provide Landlord with as-built planning and engineering drawings of the equipment installed on the tower and improvements installed on the property which show the actual location of all equipment and improvements. These drawings need not include any proprietary information. Such drawings shall be accompanied by complete and detailed inventory of all equipment, personal property and Antenna Facilities actually placed

on the tower. A site plan will be provided showing the proposed placement of the structures. In the event Tenant makes any modifications as provided in paragraph 6(B), above, Tenant shall provide Landlord with updated as-built planning and engineering drawings as specified in this paragraph.

(H) Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, structures, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

(I) Tenant will adhere to all OSHA safety requirements.

(J) There will be no advertising on the site or on any structure on the site.

(K) All antenna panels will be painted to match the water tower.

(L) Any additional costs for servicing or maintaining the tower that are due to the presence or the installation of Tenant's antennas, structures, or any other equipment, will be the responsibility of Tenant. Tenant shall remove graffiti on Tenant's antennas, structures, or any of its other equipment within thirty (30) days of written notice from Landlord. Should Tenant fail to remove such graffiti within that thirty (30) day period, Landlord may remove the graffiti at Tenant's expense.

(M) Tenant's rights under this Lease are nonexclusive, and Landlord reserves the right to make space available on the Tower for lease by other personal communications services or cellular providers ("Other Providers"). Landlord also reserve the right to permit the Other Providers the right to use and construct such ancillary buildings or facilities on the leased premises as may be reasonably necessary in connection with the communications operations of the Other Providers, provided they do not interfere with Tenant's operations.

(N) Tenant shall design, place, and improve all of its Antenna Facilities, structures, and personal property in a manner that will keep negative aesthetic impact held to a minimum practical level. Landlord reserves the right to require that Tenant shield the Antenna Facilities and/or structures from view and take such other reasonable and appropriate action (s) as Landlord from time to time determines necessary or convenient to minimize aesthetic impact.

(O) Landlord will notify Tenant at least forty-five (45) days in advance of the date when the water tower is scheduled to be repainted, repaired, or replaced unless the repair or replacement requires emergency notification of less than 45 days. In that case, the notification period shall be as soon as reasonably practicable. The parties will cooperate to determine which of the following two options will be used to address the impact of the Antenna Facility on the cost of painting or repairing (collectively referred to as "service") the water tower: 1) Shortly before the service date, Tenant will place a temporary antenna array on a crane parked near the site. Tenant will then remove the antennas from the water tower and the service will proceed as

it normally does. Once the service is finished, Tenant will then re-attach the antennas where they were. If painting was done to the water tower, Tenant will have the antennas painted to match the newly painted water tower. 2) The service contractor(s) will bid on the cost of service to the tower without the Antenna Facility. The contractor will then bid on the cost of service to the tower with Tenant antennas left in place. The contractor will then proceed to service the tower with Tenant antennas left in place. Tenant will reimburse landlord for the difference between the two bids.

7. Reasonable Approval. Both parties shall not unreasonably withhold, delay, or condition approvals required under this Lease.

8. Interference. (A) Tenant's installation, operation, and use of its transmission facilities under this Lease shall not damage or interfere in any way with Landlord's water tower operations or related repair and maintenance activities. Landlord, at all times during this Lease, reserves the right to take any action it deems necessary in its sole discretion, to repair, maintain, alter, or improve the leased premises and to temporarily interfere with Tenant's personal property, equipment, Antenna Facilities, or structures as may be necessary in order to carry out any of such activities. Landlord agrees to give reasonable advance notice of at least thirty (30) days unless necessitated by emergency of such activities to Tenant and to reasonably cooperate with Tenant to carry out such activities with a minimum amount of interference with Tenant's transmission operations.

(B) Landlord shall not guarantee to Tenant and make no warranties or representations regarding Tenant's exclusive use of the Premises or non-interference with Tenant's transmission operations or that the subject property or utilities serving it, if any, are fit for Tenant's intended use; and all such warranties and representations are hereby disclaimed. Notwithstanding the above, and subject to paragraph 6(M), above, in the event any other party requests permission to place any type of additional antenna or transmission facility on the tower or the property after Tenant, this paragraph will govern the determination of whether such antenna or transmission facility will interfere with Tenant's transmission operations. If Landlord receives any such request, it shall submit the proposal to Tenant for review for non-interference. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto and failure to make any objection within said 30 day period shall be deemed consent by Tenant to the installation of antennas or transmission facilities pursuant to said proposal. Any dispute between Landlord and Tenant regarding the proposed additional installation and its potential for interference with Tenant's transmission operation shall be resolved by submitting the issue for decision to an independent third party mutually agreed upon by Landlord and Tenant, whose decision regarding interference shall be binding on both parties hereto and whose expense shall be borne equally by both parties.

(C) In the event Tenant's transmission operations interfere with any type of radio or television reception or transmission of pre-existing parties in the transmission area, Tenant agrees to use reasonable best efforts to remedy such interference in accordance with applicable regulations and standards of the FCC and any other governing body. Tenant warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. Tenant will be responsible for correcting any intermod problems with pre-existing users of the property should they occur due to the equipment installed and operated by Tenant.

9. Termination. (A) Except as otherwise provided herein, this Lease may be terminated by one party upon 30 days written notice to the other party as follows:

i. by either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party, provided that such thirty (30) day period shall be extended as reasonably necessary in the event that the party alleged to be in default is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days.

ii. by Tenant if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or Tenant's business;

iii. by Tenant if the leased property is or becomes unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communication systems to which the Antenna Facilities belong;

iv. by Landlord if it determines in its sole discretion that the tower is structurally unsound for use as a water tower, including, but not limited to, consideration of age of the structure, damage or destruction of all or part of the tower or the property from any source or factors relating to condition of the property, in which event Tenant shall have the right to construct and maintain its own temporary communications facility for a period of time up to one (1) year at the then current rental rate, at its cost, at a location, which is mutually agreeable to the parties, as close as reasonably possible to the location of the water tower so as to give Tenant similar radio signal coverage as Tenant enjoyed from the water tower.; or

v. by Landlord if Tenant's use of the property becomes illegal under any federal, state, or local law, rule, or regulation.

vi. If, during the term of this Lease, Landlord determines that the leased premises are needed by Landlord, which cannot be suitably located elsewhere and which would exclude Tenant's Antenna Facilities and all other similar uses by any party other than Landlord itself, Landlord may require Tenant to relocate the Antenna Facilities and related structures and equipment to another location on the subject property or to other property owned or controlled by



Landlord that is located in the general vicinity of the premises and reasonably suitable for Tenant's Antenna Facilities as reasonably determined by Tenant, which new location shall then constitute the subject property, leased premises, and the improvements subject to this Lease. Landlord shall be responsible for relocating Tenant's existing antenna facilities to the new site. During such period, Tenant shall have the right to construct and maintain its own temporary communications facility for a period of time up to one (1) year at the then current rental rate, at its cost, at a location, which is mutually agreeable to the parties, as close as reasonably possible to the location of the water tower so as to give Tenant similar radio signal coverage as Tenant enjoyed from the water tower.

vii. by Landlord, as provided in paragraphs 17 and 18 of this Agreement.

(B) If the Tower subject to this Lease is destroyed, dismantled or removed, and a replacement Tower is reconstructed anywhere on the subject property, Tenant shall have the right to place Tenant's Antenna Facilities on the new replacement Tower at Tenant's cost and in a similar manner as Tenant's Antenna Facilities on the existing Tower, and, further, Tenant shall have the right to construct and maintain its own temporary communications facility for a period of time up to one (1) year at the then current rental rate, at its cost, at a location, which is mutually agreeable to the parties, as close as reasonably possible to the location of the water tower so as to give Tenant similar radio signal coverage as Tenant enjoyed from the water tower.

(C) Upon termination of this Lease for any reason, Tenant shall remove its equipment, personal property, Antenna Facilities, structures, and leasehold improvements from the Tower and the property within thirty (30) days after the date of termination and shall restore the Tower and the Property to the condition they were in on the commencement date of the term of this Lease, reasonable wear and tear and damages not caused by Tenant excepted, all at Tenant's sole cost and expense. Tenant may request, in writing, an additional thirty (30) days to vacate the premises. Such permission shall not be unreasonably withheld by Landlord. Any personal property, equipment, or other improvements which are not removed by Tenant by the end of the lease term shall either be removed by Landlord at Tenant's expense or shall become the property of Landlord, at Landlord's option.

10. Insurance. (A) General. At all times during the term of this Agreement, Tenant shall keep in force and effect all insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and which companies have a "B" or better rating in Best's Guide. Such approval shall not be unreasonably withheld, conditioned, or delayed. All contractors and all of their subcontractors who perform work on the property shall carry, in full force and effect, worker's compensation, commercial general liability and automobile liability insurance coverages of the type that Tenant is required to obtain under this paragraph with the same limits. Upon the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Tenant will furnish Landlord with a Certificate of Insurance. The Certificate shall reference this Agreement and Worker's Compensation and property insurance waivers of subrogation required by this Agreement.

Landlord will be given thirty (30) days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Landlord, its City Council, and any other of its boards, commissions, agencies, officers, employees, and representatives (collectively, "Additional Insured Parties") shall be named as Additional Insured Parties under all of the policies except worker's compensation policies, which shall be so stated on the Certificate of Insurance and such insurance shall be primary. All policies, other than worker's compensation, shall be written on an occurrence and not on a claims made basis. All policies may be written with deductibles not to exceed \$100,000. Tenant shall defend, indemnify, and hold harmless Landlord and Additional Insured Parties from and against payment of any deductible and payment of any premium on any policy required under this paragraph.

(B) Worker's Compensation and Employer's Liability Insurance. Statutory worker's compensation benefits and employer's liability insurance with a limit of liability no less than \$100,000 each incident. Tenant shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

(C) Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damages, independent contractor's coverage, and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence. Coverage shall not exclude claims or suits that arise from the effects of electromagnetic fields or radiation. To the extent such coverage cannot be obtained through commercial general liability insurance, Tenant shall obtain equivalent insurance to insure the property against environmental hazards.

(D) Automobile Liability Insurance. Business automobile policy covering all owned and hired private passenger autos and commercial vehicles. Limits of liability not less than \$300,000 per each occurrence (\$1,000,000) aggregate.

(E) Umbrella Liability Insurance. Coverage to be in excess of employer's liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$4,000,000 each occurrence, \$4,000,000 aggregate.

The aforesaid limits of liability may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans or laws which would materially increase or decrease Landlord's or Tenant's exposure to risk.



(F) Worker's Compensation Waiver of Subrogation. Landlord shall not be liable to Tenant, Tenant's contractors or their subcontractors, for any injuries to Tenant's employees or those of its contractors or their subcontractors arising out of, or in connection with, the grant of this Agreement, including any and all work of any type performed upon the premises or property, including injuries arising during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the property unless caused by the willful acts, bad faith, or the negligence of Landlord, its agents or employees.

Tenant and Tenant's contractors and their subcontractors shall each waive any and all rights of recovery from Landlord for worker's compensation claims made by their respective employees and shall obtain such waiver from their worker's compensation insurer. Tenant, for itself and its contractors and their subcontractors, agrees that the indemnification and hold harmless provisions within this Agreement extend to any such claims brought by or on behalf of any employee of Tenant, any contractor of Tenant, or their subcontractors.

(G) Property Insurance. Each party will be responsible for maintaining property insurance on its own buildings and other improvements, including all equipment, fixtures, utility structures, fencing, or support systems that may be built or placed upon the site to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures. To the extent covered by property insurance, Tenant and Landlord hereby release each other from, and waive all rights against each other for, any loss or damage to the property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance even if such loss or damage is caused by the fault or negligence of the other party or anyone for which such party is responsible. Tenant and Landlord agree that to the extent any such policy of insurance provides a right of subrogation in the insurer, each will obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance. The policies will provide such waivers of subrogation by endorsement or otherwise.

11. Damage or Destruction of Property. If the property, tower, or Antenna Facilities are destroyed or damaged so as, in Tenant's judgment, to render the site unusable as an antenna facility, Tenant may elect to terminate this Lease upon 30 days written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of rent paid for the period that the property was unusable.

12. Indemnification. Tenant shall defend, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, whether existing now or in the future, and their respective officials, officers, departments, agencies, boards, representatives, employees, agents, contractors and attorneys (collectively "Indemnified Parties") against any and all liability, claims, costs, damages, expenses, demands, lawsuits or disputes (including reasonable attorney fees of counsel selected by Landlord and all other costs and expenses of litigation), including any such injury, death, or damage caused in part by negligence attributable to Landlord unless Tenant can prove by clear and convincing evidence that such death, injury,

damage, or loss of use was caused in part by an act of negligence attributable to Landlord and that Tenant was at all times diligently trying to minimize the possibility of such death, damage, or loss of use and, if such occurred, the consequences thereof, arising in any way from (i) any condition, occurrence, or accident upon the property which causes injury or illness to any person or persons whomsoever or to any property whatsoever arising in any way from the installation, presence, operation, maintenance, or removal of the communications facilities; (ii) work, labor, material, or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the premises or communications facilities, including any claim or lien arising therefrom; (iii) Tenant's breach of any warranty, representation, obligation, or other provision of this Lease; and (iv) any financing or securities offering by Tenant or its affiliates for violations of common law or any laws, statutes, or regulations of the State of Wisconsin or United States, including those of the Federal Securities and Exchange Commission, whether by Tenant or otherwise. This indemnification language specifically includes, among other things, any and all liability related to, or associated with, exposure to electromagnetic fields or radio frequencies from Tenant's communication facilities.

13. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Landlord:

City of De Pere  
City Administrator  
335 South Broadway  
De Pere, WI 54115  
Telephone: (414) 339-4044

If to Tenant:

PrimeCo Personal Communications, L.P.  
Attn. Technical Director  
700 West Virginia St., Suite 300  
Milwaukee, WI 53204  
Ph. (414) 390-5200

With a copy to:

Associate General Counsel  
PrimeCo Personal Communications  
One Pierce Place, Suite 1100  
Itasca, IL 60143

14. Representations and Warranties. (A) Landlord warrants that (i) it has full right, power, and authority to execute this Lease; and (ii) it has good and unencumbered title to the property free and clear of any liens or mortgages, except as may be disclosed by review of title. Landlord warrants that Tenant shall have the quiet enjoyment of the property during the term of this Lease in accordance with its terms.

(B) Tenant represents and warrants that its use of the subject property will not generate any hazardous substances, that it will not unlawfully store or dispose on the leased premises or unlawfully transport to or over the subject property any hazardous substances, and that its Antenna Facilities, structures, and equipment do not constitute or unlawfully contain and will not generate any hazardous substance. "Hazardous substance" shall be interpreted to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Tenant shall defend, indemnify, and hold harmless Indemnified Parties from and against any and all liability, loss, cost, damage, and expense, including reasonable attorney fees arising out of the release, threatened release, storage or discovery of any such hazardous wastes or hazardous substances on, under or adjacent to the subject property as a result of activities of Tenant.

Tenant further agrees to defend, indemnify, and hold harmless the Indemnified Parties from and against any and all liability, loss, cost, damages, and expense, including reasonable attorney fees which may arise in the event of breakage, leakage, incineration, or other disaster occurring on the property which causes release of any hazardous waste or substance from materials owned or operated by Tenant.

(C) Landlord represents that it has no knowledge of any toxic or hazardous substances or chemicals in excess of naturally occurring concentrations on the site that are identified as hazardous or toxic in any applicable federal, state, or local law or regulation.

(D) Tenant, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title commitment shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the property, Tenant shall have the right to cancel this Lease immediately upon written notice to Landlord.

15. Assignability. Tenant may not assign or sublet this Lease without the prior written consent of Landlord except to any entity which controls, is controlled by, or is under the common control with Tenant, or to any entity resulting from any merger or consolidation with Tenant, or to any partner of Tenant, or to any partnership in which Tenant is a general partner, or to any person or entity which acquires all of the assets of Tenant as a going concern, or to any entity which obtains a security interest in a substantial portion of Tenant's assets.

16. Taxes: No Liens. Tenant shall pay, and be responsible for, any and all personal and real estate taxes and assessments, general and special, levied and assessed against, or with respect to, or measured by, the leased premises and the communications facilities. If any sales, use, income, or other tax is ever assessed or levied against the Lease fee, charges payable by Tenant under this Lease or that otherwise relates in any way to this Lease, Tenant shall pay that tax upon demand by Landlord. Tenant shall not do anything which might cause or result in, and shall not permit the filing of, a lien against any part of the property, whether filed against Landlord or Tenant.

17. Default. Tenant shall be deemed in default hereunder upon occurrence of any of the following events: (a) Tenant defaults in the payment of the Lease fee or any other sums to Landlord when due and does not cure that default within fifteen (15) days of receipt of written notice of default; (b) Tenant defaults in the performance of any other term of this Lease or any other agreement between Tenant and Landlord and does not cure that default within thirty (30) days after written notice thereof by landlord, provided that such period shall be extended as reasonably necessary in the event that Tenant is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days; (c) Tenant abandons or vacates the property, excepting those provisions contained herein; (d) Tenant files for relief under federal bankruptcy laws or makes any assignment for the benefit of creditors; or (e) Tenant becomes insolvent.

18. Remedies on Default. Landlord and Tenant shall have such remedies for the default of the other party as may be provided at law or in equity. In the event this Lease is terminated due to a default by Tenant, Tenant shall immediately pay Landlord any unpaid rent and other consideration accrued through the date of termination.

19. Survival of Provisions. All indemnification obligations of Tenant under this Lease shall survive the expiration of earlier termination of this Lease.

20. Assumption of Risk. Tenant undertakes and assumes for its officers, agents, affiliates, and employees (collectively "Tenant" for the purpose of this paragraph) all risk of dangerous conditions, if any, on or about the property. Tenant shall provide Landlord Indemnification and Hold Harmless Agreements signed by Tenant and all contractors and subcontractors, which substantially conform with paragraph 12 (ii) herein, which shall indemnify and save harmless Landlord for all claims/injuries as provided therein.

21. Successors and Assigns. This Lease shall run with the property described in Exhibit A. At the time of execution, Landlord shall execute, acknowledge, and deliver to Tenant for recording a Memorandum of this Lease ("Memorandum") in the form of Exhibit "D". This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

22. Miscellaneous. (A) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(B) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification or amendment to this Lease must be in writing and executed by both parties.

(C) This Lease shall be construed in accordance with the laws of the State of Wisconsin.

(D) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(E) Upon Landlord's request, Tenant shall provide Landlord with copies of all petitions, applications, reports and communications submitted by Tenant to the FCC, Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting this Lease or Tenant's operation of its Antenna Facilities.

(F) Nothing contained in this Lease shall limit or interfere with, or be construed to limit or interfere with, any of Landlord's regulatory powers, including Landlord's authority to enforce its municipal ordinances, including its zoning code.

(G) No provision of this Lease is intended to be, or shall be construed as, a waiver for any purpose by Landlord of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability. No indemnification provision contained in this Lease shall be construed to in any way limit any other indemnification provision contained in this Lease.

23. Attorney Fees. Tenant covenants and agrees to pay and discharge all reasonable costs, attorney fees, and expenses which shall be made and incurred by Landlord in the negotiation and preparation of this Lease, which fees (including costs and expenses) shall not exceed actual expenses of \$1,000. The parties understand that payment of this amount by Tenant under this paragraph shall be in satisfaction of any obligations to pay attorney fees and expenses under any of the agreements or conditions named in this paragraph. This Lease shall not become effective until such fees and costs are paid.

END OF TERMS.

THE UNDERSIGNED LESSOR HEREBY AGREES TO LEASE THE ABOVE MENTIONED PROPERTY ON THE TERMS AND CONDITIONS SET FORTH HEREIN.

CITY OF DE PERE, LESSOR

Michael J. Walsh  
Michael J. Walsh, Mayor

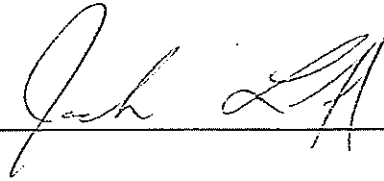
David G. Minten  
David G. Minten, Clerk-Treasurer

Personally came before me this 17th day of July, 1997, the above named Michael J. Walsh and David G. Minten, Mayor and Clerk-Treasurer, respectively,  
the me known the be the person s who executed the foregoing instrument and acknowledge the same.

Judith Schmidt-Lehman  
\* Judith Schmidt-Lehman  
Notary Public, Brown County, WI  
My Commission ~~expires~~  
(is permanent.)

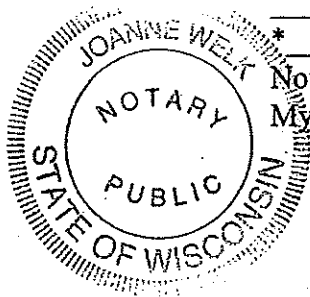


## PRIMECO PERSONAL COMMUNICATIONS, L.P.



Personally came before me this 15<sup>th</sup> day of August, 1997, the above named  
Jack Leff, Finance manager

the me known the be the person      who executed the foregoing instrument and acknowledge the  
 same.



JoAnne Welk  
 \* To Anne Welk  
 Notary Public, Milwaukee County, WI  
 My Commission expires 11/12/00  
 (is permanent.)

## LEGAL DESCRIPTION OF OWNER'S PROPERTY:

Legal Description Lease Site

That part of lot 4 and 12 of Williamson Subdivision of Private claims No. 33 E.S.F.R. City of DePere, Brown County, Wisconsin more particularly described as follows:

Commencing at a Brown County Monument (30R16.3); thence South 63°-34'-13" East along the centerline of Merrill Street 664.23 feet; thence North 26°-25'-47" East perpendicular to said centerline 79.57 feet to the point of beginning of the Lease Site to be described; thence North 62°-58'-53" West 20.00 feet; thence North 27°-01'-07" East 30.00 feet; thence South 62°-58'-53" East 20.00 feet to a point hereafter to be known as Point "A"; thence South 27°-01'-07" West 30.00 feet to the point of beginning; said Lease Site containing 600 square feet.

And also,

An Easement 8.00 feet in width the centerline of which described as follows:

Commencing at Point "A" in the above described Lease Site; thence South 27°-01'-07" East 13.50 feet to the point of beginning of the centerline to be described; thence South 20°-56'-00" East 8.00 feet to the point of termination.

Legal Description Access Easement

An access easement 15.00 feet in width being part of lot 4 and 12 of Williamson Subdivision of Private claims No. 33 E.S.F.R. City of DePere, Brown County, Wisconsin more particularly described as follows:

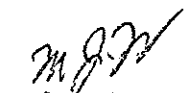
Commencing at a Brown County Monument (30R16.3); thence South 63°-34'-13" East along the centerline of Merrill Street 737.71 feet; thence North 26°-25'-47" East perpendicular to said centerline 30.00 feet to the North line of Merrill Street and being the point of beginning of the centerline to be described; thence North 26°-25'-47" East 7.50 feet; thence North 63°-34'-13" West 86.23 feet; thence North 26°-44'-50" East 42.20 feet to the point of termination.

It is agreed by Owner and PrimeCo that the actual legal description of Owner's Property will be inserted or corrected, if necessary, and that the actual legal description may be inserted on this Exhibit A" by PrimeCo.

**Exhibit B (Landscaping)**

The City of De Pere Public Works Department recommended that there is no Landscaping requirement for the Merrill St. Water Tower. PrimeCo will not be required to landscape the site.

Owner's Initials

  
MJJ

Dated

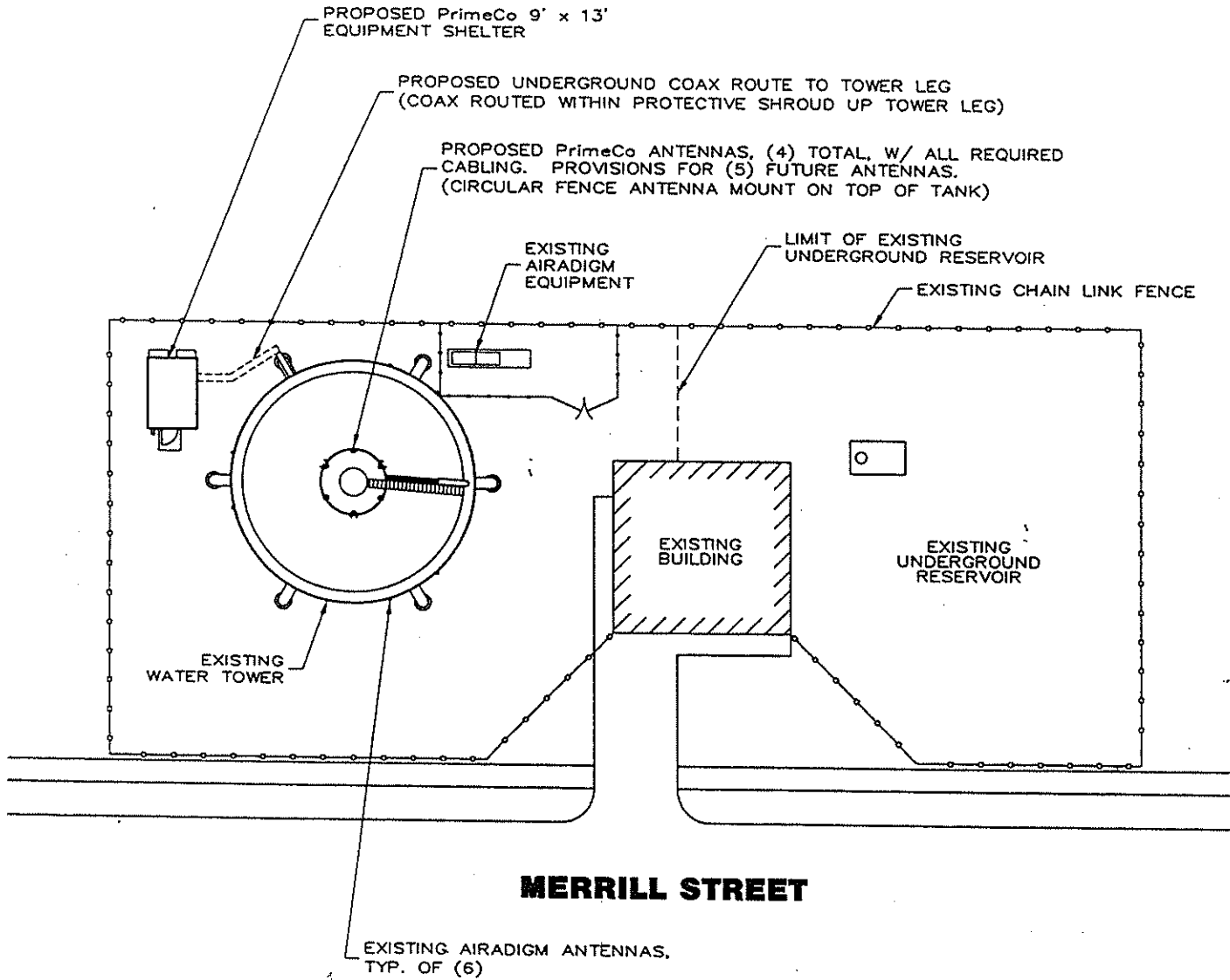
8-12-97

PrimeCo's Initials

JEL

Dated

8-14-97



1 SITE PLAN  
1" = 20'

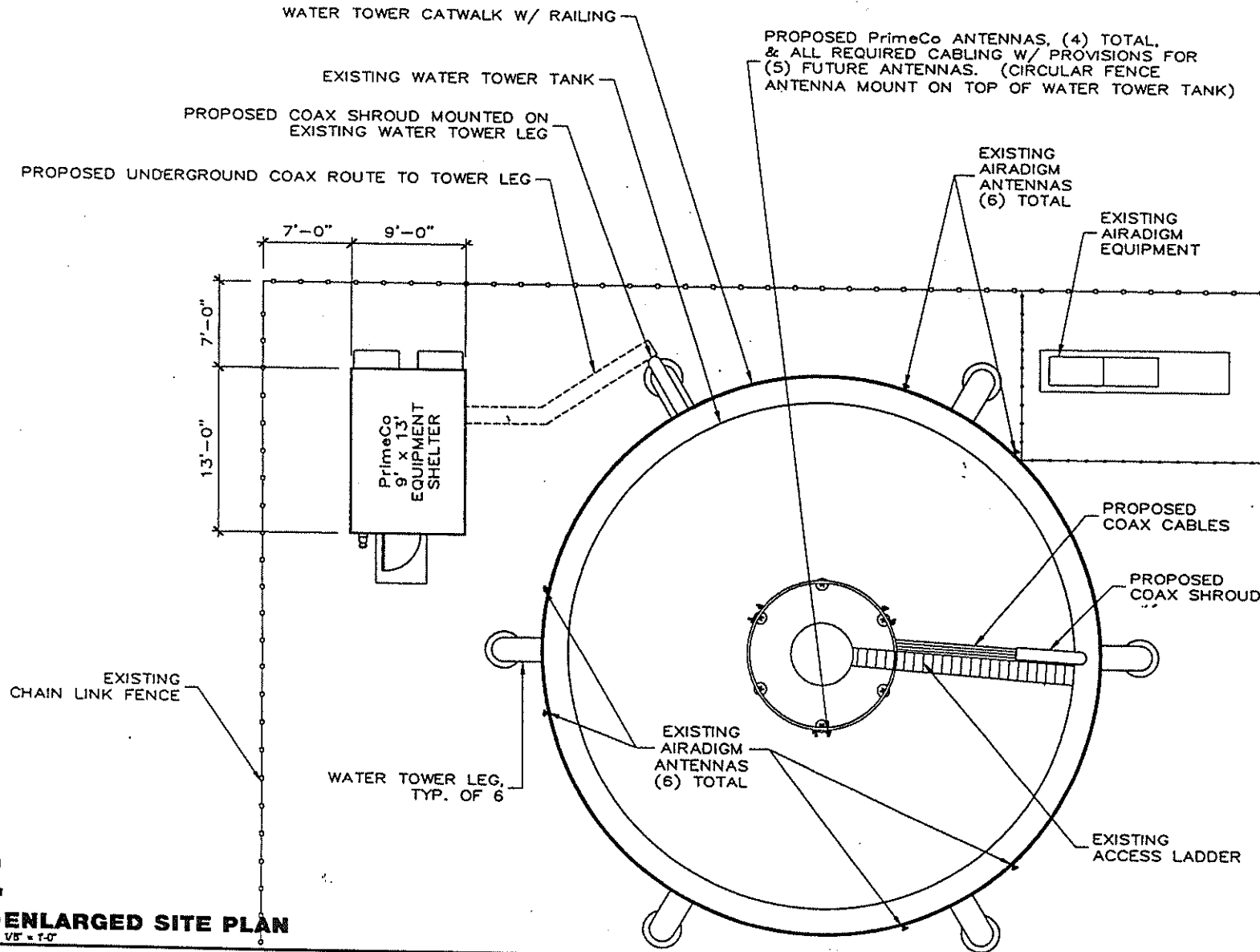


**DE PERE WT**  
1400 BLOCK OF MERRILL STREET  
DE PERE, WI

*Handwritten signatures and initials.*

Sheet Description  
**SITE PLAN**

|                        |                  |
|------------------------|------------------|
| Cell Site ID: 14-2113E | Date: 07/24/1997 |
| Sheet<br><b>1</b>      |                  |
| Drawn by: B. MURPHY    | 1 of 5           |



ORTH

1 ENLARGED SITE PLAN  
1/8" = 1'-0"



**DE PERE WT**  
1400 BLOCK OF MERRILL STREET  
DE PERE, WI

Sheet Description  
**SITE PLAN**

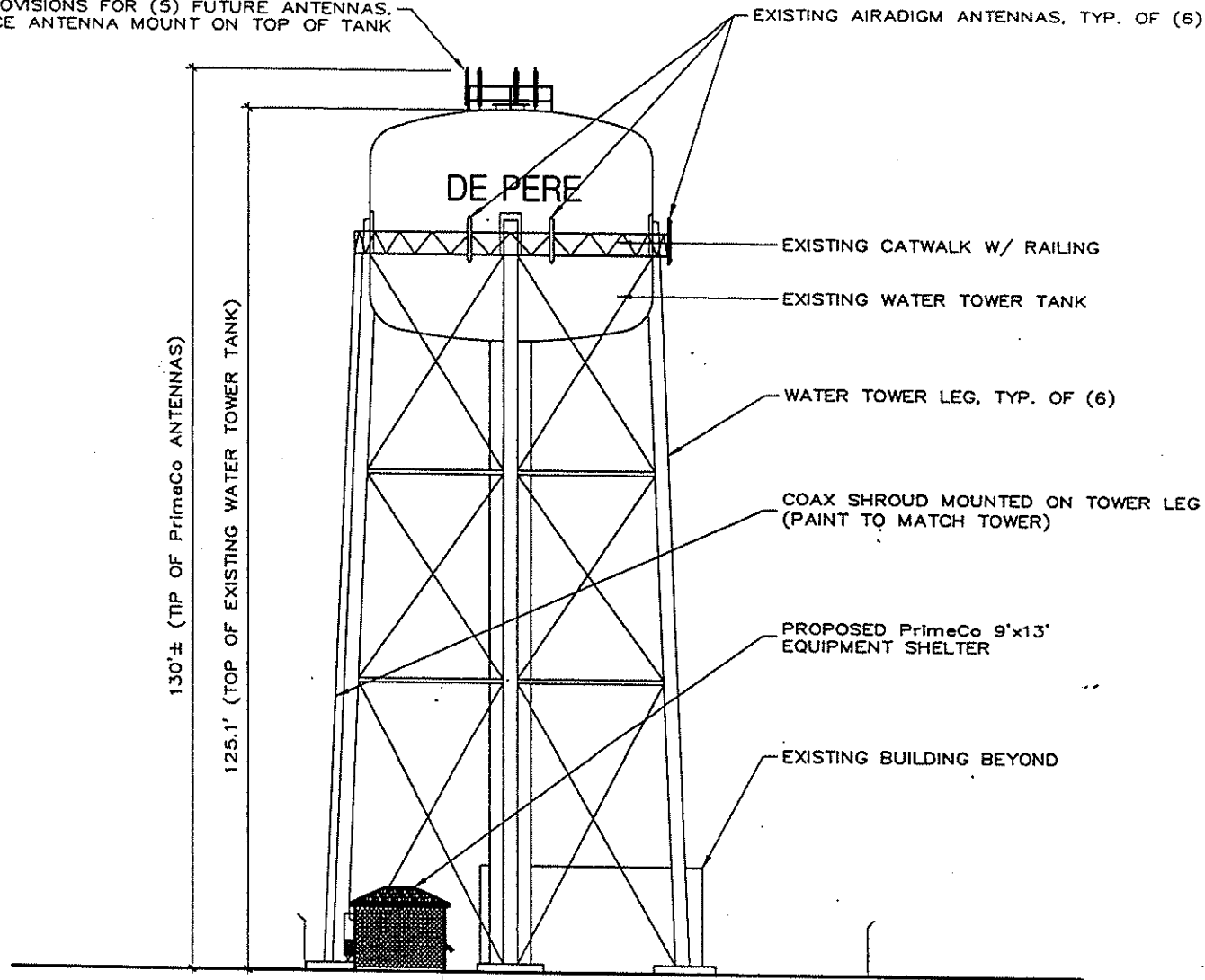
Cell Site ID: 14-2113.E Date: 07/24/1997

Sheet

**2**

Drawn by: B. MURPHY 2 of 5

PROPOSED PrimeCo ANTENNAS, (4) TOTAL W/ ALL REQ'D CABLING & PROVISIONS FOR (5) FUTURE ANTENNAS. (CIRCULAR FENCE ANTENNA MOUNT ON TOP OF TANK)



1 WEST ELEVATION  
1/8" = 1'-0"

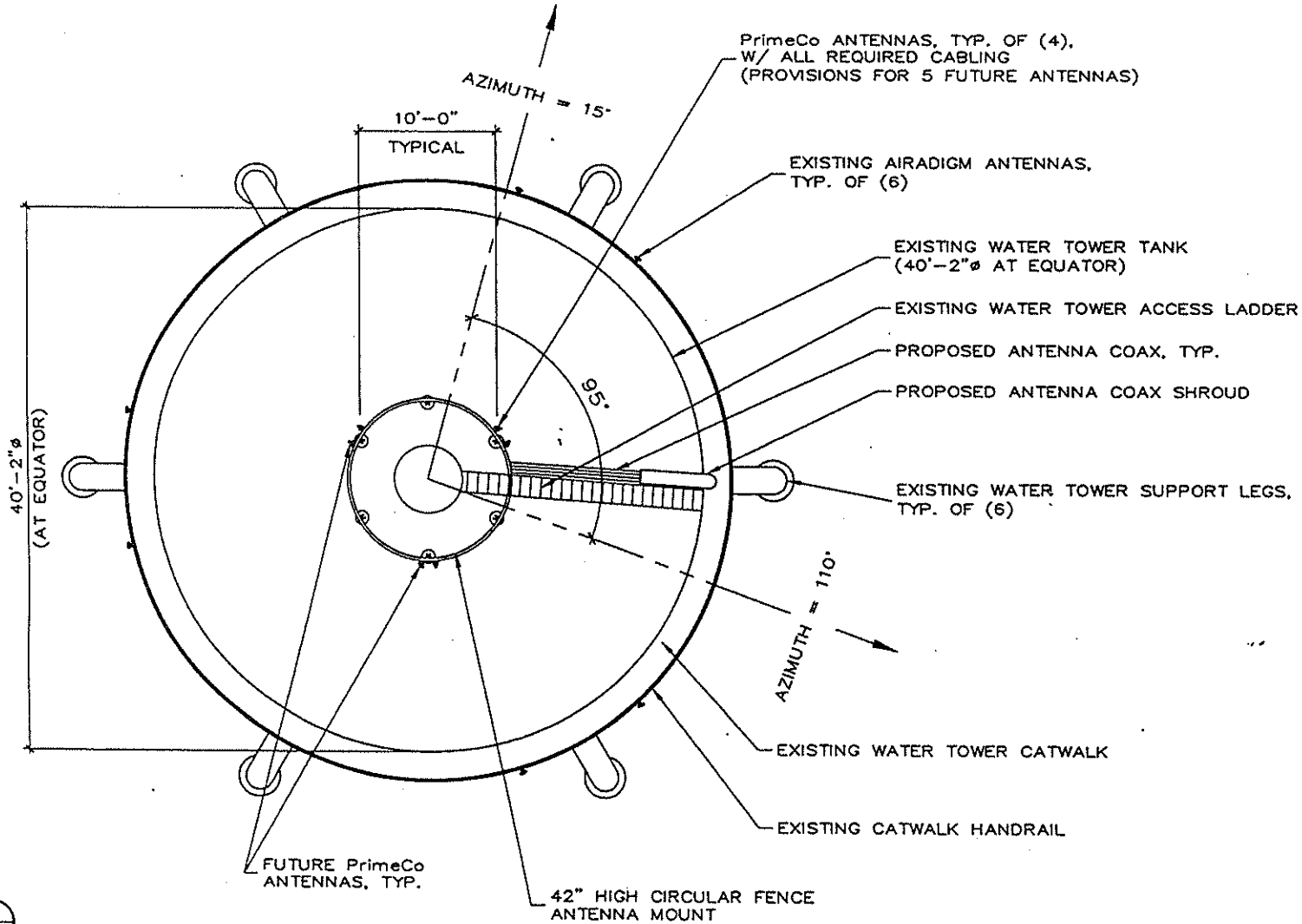


**DE PERE WT**  
1400 BLOCK OF MERRILL STREET  
DE PERE, WI

Sheet  
Description  
**ELEVATION**

|                        |                  |
|------------------------|------------------|
| Cell Site ID: 14-2113E | Date: 07/24/1997 |
| Sheet<br><b>3</b>      |                  |
| 3 of 5                 |                  |
| Drawn by: B. MURPHY    |                  |





1 ANTENNA ASSEMBLY - PLAN VIEW  
1/8" = 1'-0"

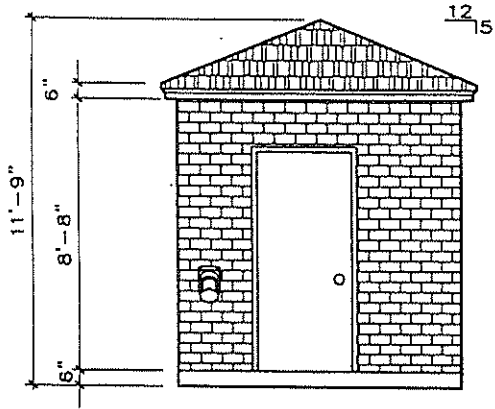


**DE PERE WT**  
1400 BLOCK OF MERRILL STREET  
DE PERE, WI

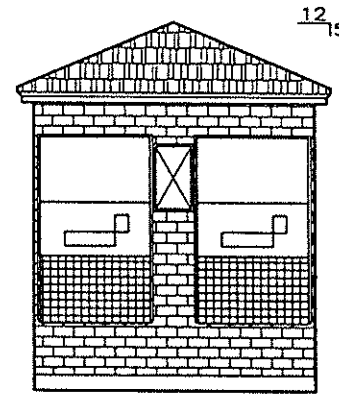
Sheet Description  
**ANTENNA MOUNT**

Cell Site ID: 14-2113-E Date: 07/24/1997

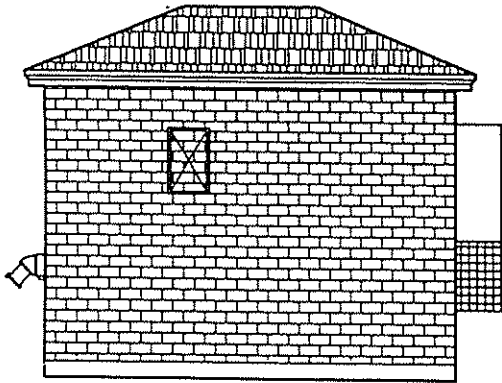
Drawn by: B. MURPHY  
Sheet **4** of 5



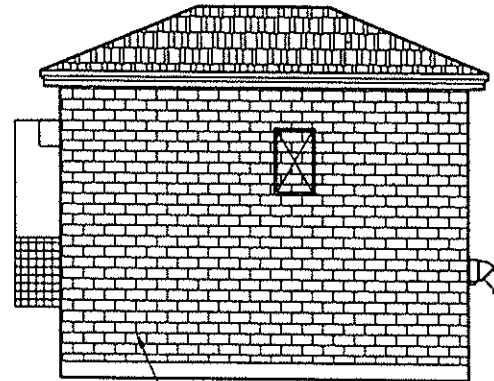
1 FRONT ELEVATION  
1/4" = 1'-0"



3 REAR ELEVATION  
1/4" = 1'-0"



2 RIGHT ELEVATION  
1/4" = 1'-0"



4 LEFT ELEVATION  
1/4" = 1'-0"



**DE PERE WT**  
1400 BLOCK OF MERRILL STREET  
DE PERE, WI

Sheet Description  
**TRACHTE ELEVATIONS**

|                         |                             |
|-------------------------|-----------------------------|
| Cell Site ID: 14-2113.E | Date: 07/24/1997            |
| Drawn by: S. MURPHY     | Sheet<br><b>5</b><br>5 of 5 |



**CITY OF DE PERE**  
**APPLICATION FOR**  
**SITE PLAN REVIEW**

Fee: \$ 275.00

Receipt #: 101961

Date: 4/17/2015

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

**SECTION 1: Applicant / Permittee Information**

|                                                               |                                                  |                                     |                   |
|---------------------------------------------------------------|--------------------------------------------------|-------------------------------------|-------------------|
| Applicant Name (Ind., Org. or Entity)<br>SBA TOWERS / Verizon | Authorized Representative<br>Guy Stewart         | Title<br>SITE ACQUISITION           |                   |
| Mailing Address<br>3703 NORTH POINT DR WIRELESS               | City<br>STEVENS POINT WI                         | State<br>WI                         | ZIP Code<br>54481 |
| Email Address<br>GuyStewart@charter.net                       | Phone Number (incl. area code)<br>715 340 - 2123 | Fax Number (incl. area code)<br>N/A |                   |

**SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)**

|                                                              |                                                |                                     |                   |
|--------------------------------------------------------------|------------------------------------------------|-------------------------------------|-------------------|
| Name (Ind. Org. or Entity)<br>SULZMAN Family LTD Partnership | Contact Person<br>Bill SULZMAN                 | Title<br>MANAGER                    |                   |
| Mailing Address<br>2117 DALPIN RD                            | City<br>DE PERE                                | State<br>WI                         | ZIP Code<br>54115 |
| Email Address<br>WJSULZMAN@Gmail.com                         | Phone Number (incl. area code)<br>920-217-0001 | Fax Number (incl. area code)<br>N/A |                   |

**SECTION 3: Project or Site Location**

|                                                            |                            |
|------------------------------------------------------------|----------------------------|
| Project Address/Description<br><del>1111</del> SUBURBAN CT | Parcel No.<br>WD-364-D-519 |
|------------------------------------------------------------|----------------------------|

**SECTION 4: Project Information**

|                                                |                                   |  |  |
|------------------------------------------------|-----------------------------------|--|--|
| Existing Zoning:<br>B-1                        |                                   |  |  |
| Present Use of Parcel:<br>VACANT               |                                   |  |  |
| Proposed Use of Parcel:<br>COMMUNICATION TOWER |                                   |  |  |
| Estimated Start Date:<br>TBD                   | Estimated Completion Date:<br>TBD |  |  |

Please submit 1 hard copy 24x36, 1 hard copy 11x17 and 1 PDF copy of the Site Plan.

**SECTION 5: Certification and Permission**

**Certification:** I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

**Permission:** I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

|                                                                       |                           |                              |
|-----------------------------------------------------------------------|---------------------------|------------------------------|
| Name of Owner/Authorized Representative (please print)<br>Guy Stewart | Title<br>SITE ACQUISITION | Phone Number<br>715 340 2123 |
| Signature of Applicant<br>                                            |                           | Date Signed<br>4/16/2015     |

**TO BE COMPLETED BY CITY STAFF**

CSM Review authorized by the De Pere Municipal Code, Chapter 46.

## **Proposed Use and Project Description**

### **Communications Tower Provider**

SBA Communications Corporation (SBA) is a leading independent owner and operator of wireless communications towers across North America. Based in Boca Raton, Florida, SBA is listed on the NASDAQ Global Select Market Composite Index under the symbol SBAC. We generate revenues from two primary businesses; site leasing and site development services.

In our site leasing business, we lease antenna space on towers and other structures that SBA owns or manages. The towers we own have either been built by us at the request of a wireless carrier or built or acquired based on our own initiative. We own, operate and or manage towers and building rooftops across North America.

In our site development business, SBA Network Services, Inc. offers wireless service providers and operators assistance in developing their own networks, including identifying and acquiring locations to place their antennas and transmission equipment, obtaining zoning approvals, and cell site audits for the augmentation of existing wireless facilities. Our construction group offers additional development services to continue the development process. We assist wireless service providers in building towers, installing antennas and transmission equipment, setting shelters, installing or enhancing power plants and a full range of civil and electrical construction services. To complete the development process, our technical services group offers a wide array of services including, base station engineering and installation, project management and network optimization.

### **Wireless Provider**

Verizon Wireless operates the nation's largest 4G LTE network and largest, most reliable 3G network.

Headquartered in Basking Ridge, N.J., Verizon Wireless is a joint venture of Verizon Communications (NYSE, NASDAQ:VZ) and Vodafone (NASDAQ and LSE: VOD). A leader in wireless voice and data services, the company:

- Launched the nation's largest 4G LTE network in 38 markets and more than 60 airports in December 2010. The company plans to expand its 4G LTE network to cover 175 markets by the end of 2011 and cover its entire 3G network footprint by the end of 2013.
- Built the nation's first wide-area wireless broadband network
- Delivered the nation's first wireless consumer 3G multimedia service
- Offers global voice and data services in more than 200 destinations around the world

Verizon Communications Inc. (NYSE, Nasdaq: VZ), headquartered in New York,

is a global leader in delivering broadband and other wireless and wireline communications services to consumer, business, government and wholesale customers. Verizon Wireless operates America's most reliable wireless network, with more than 107 million total connections nationwide. Verizon also provides converged communications, information and entertainment services over America's most advanced fiber-optic network, and delivers integrated business solutions to customers in more than 150 countries, including all of the Fortune 500. A Dow 30 company with \$106.6 billion in 2010 revenues, Verizon employs a diverse workforce of more than 195,000. For more information, visit [www.verizon.com](http://www.verizon.com).

### **Need for Coverage in the City of De Pere**

Currently Verizon Wireless has deployed 4G LTE equipment and plans on installing that same equipment in all of our new builds in Brown County. This service allows for both voice communications through traditional cell phones, and data communications through wireless connected computers and PDA's such as blackberry's and I-Phones. This LTE equipment will greatly increase the speed and abilities of wireless connected computers and the before mention PDA's.

As use of all wireless devises have increased at an exponential rate, Verizon Wireless is actively working increase network coverage for its customers and to improve the overall quality of the nation-wide network.

### **Location and Description of Property**

This application to the city of De Pere Zoning office is for the property located on Suburban Court in the city of De Pere. I have included the site plan with legal descriptions for your review.

The property is zoned B-2.

### **Proposed Tower**

SBA is proposing to erect a one hundred and twenty five foot tower to be able to mount the required antennas at the top of that tower. The tower will be designed to structurally support three (3) additional carriers' antennas. Those antennas would be in addition to the Verizon Wireless antennas.

The self-support tower will be designed in accordance with the Electronic Industries Association Standard EIA-222-F (Structural Standard for Steel Antenna Towers and Antenna Supporting Structures) The State of Wisconsin uses this standard when evaluating towers erected in Wisconsin.

### **Accessory Equipment**

The current proposal is to house all the Verizon Wireless equipment in a 12 x 20 building that will be an aggregate sided brown/tan in color. Verizon Wireless equipment and those of any collocating carriers will be inside the compound that is surrounded by security fencing. We prefer to have a barbed wire top to help with security issue to help prevent tower climbing. The gate will be locked at all times that authorized personnel are not on site.

### **Typical Process for Site Location**

When Verizon Wireless becomes aware of the need to increase coverage or correct a network issue, through customer complaints or network evaluations, RF engineers are asked to do a study of the area to identify what needs to be done to correct the issue. These studies allow the engineers to identify location and heights of the antennas to be able to correct the coverage issues. Once the height and area is identified, the RF engineer creates a search area that can be turned over to an acquisition specialist.

The acquisition specialists then looks at any existing communications towers in that area that would meet the requirements and that Verizon Wireless can co-locate its equipment on. If no co-location opportunities are available, the acquisition specialist then looks for the best option for placing a communications tower that best fits the requirements of the zoning ordinance and also has the least impact on the surrounding area. When a new tower is considered, the design of the tower is done to provide additional co-location possibilities.

The site of the new tower on the Sulzmann Family partnership property meets the needs of Verizon Wireless and has the least amount of impact to the surrounding area.

I have included a signed affidavit by the RF engineer from Verizon.

### **Typical Activity at a Communications Site**

The site of a communications tower is not manned on a regular basis. Most activity occurs at the time of construction. Once the construction has been completed, the site will be visited on a very infrequent basis. Regular maintenance and equipment checks are performed at a rate of approximately 1 – 4 times a month.

### **Building and Construction Standards**

The proposed site will be designed and constructed to meet all applicable local and industry standards. Verizon Wireless does comply with all FCC rules which include technical standards, radio frequency standards and RF standards that the FCC maintains for the public health and safety. SBA also complies with the FAA rules that control the height and lighting of the facilities. This facility will be in compliance with those rules and standards.

### **Conclusion**

Thank you for reviewing this application for a communications tower on the Sulzmann Family Partnership property. I am available to answer any questions you may have. I believe this communications facility does comply with the zoning requirements and it also meets the needs of Verizon Wireless to service its customers within the city of De Pere.

Thank you

Guy Stewart

Real Estate Acquisition & Development, LLC

715.340.2123

guystewart@charter.net

Attachment: PC\_SP\_App\_Verizon (3455 : Cell)





# Sabre Industries™

Towers and Poles

April 22, 2015

Mr. Victor M. Rivera  
SBA Network Services, Inc.  
8051 Congress Avenue  
Boca Raton, FL 33487-1307

RE: Proposed 120' Sabre Monopole for De Pere 2, WI

Dear Mr. Rivera,

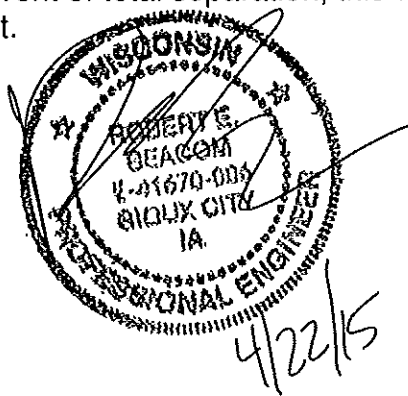
Upon receipt of order, we propose to design and supply the above referenced Sabre monopole for a Basic Wind Speed of 90 mph with no ice and 40 mph with 1/2" radial ice, Structure Class II, Exposure Category C and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas".

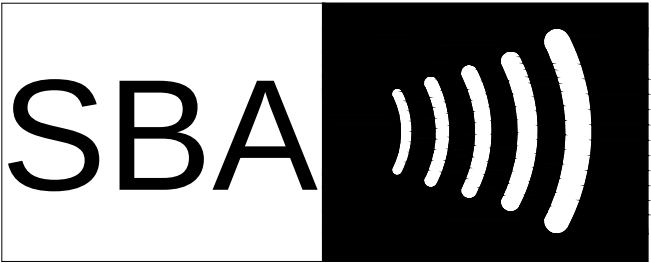
When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the upper portion of the monopole shaft. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the upper portion of the monopole shaft. This is likely to result in the portion of the monopole above "folding over" onto the portion below, essentially collapsing on itself. **Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Towers & Poles.** In the unlikely event of total separation, this would result in the portion above collapsing within a radius of 60 feet.

Sincerely,

Robert E. Beacom, P.E.  
Design Engineer II





SBA TOWERS VI LLC  
5900 BROKEN SOUND PKWY NW  
BOCA RATON, FL 33487  
PHONE: 1-800-487-7483

*VERIZON WIRELESS  
PERSONAL  
COMMUNICATION LP  
d/b/a VERIZON WIRELESS*

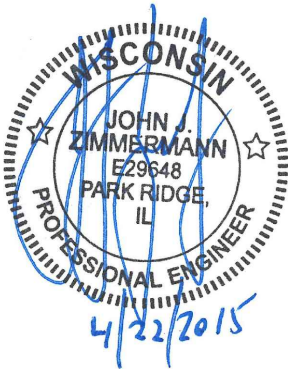
**LOCATION NUMBER: 269150**  
**SITE NAME: WESTWOOD & DEPERE**

**SITE NUMBER: WI16624-B**

# SITE NAME: DEPERE 2

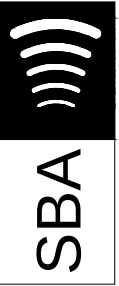
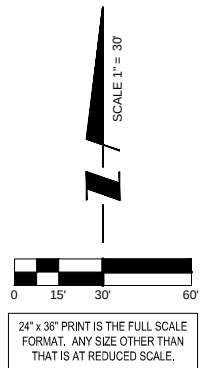
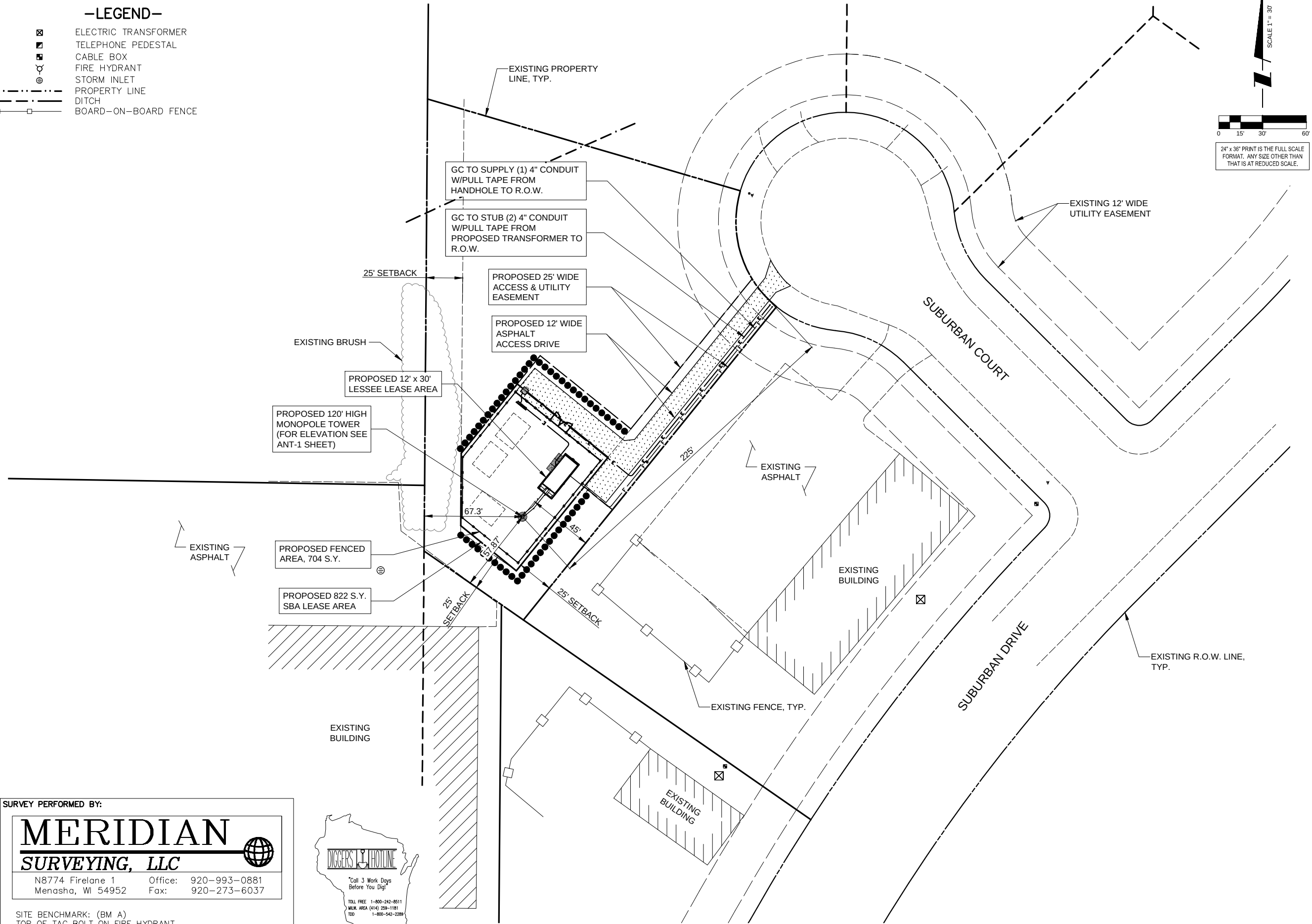
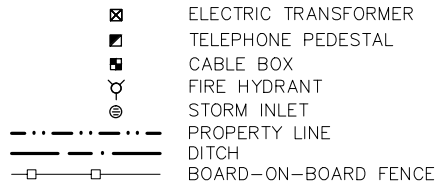
**E911 ADDRESS: 1711 SUBURBAN DR, DE PERE, WI 54115**

# PROPOSED 120' MONOPOLE TOWER WITH COMMUNICATION EQUIPMENT



|                                      |  |                                                                                              |  |                                                     |  |                                                                         |             |                                                                                                                                      |          |                                       |  |
|--------------------------------------|--|----------------------------------------------------------------------------------------------|--|-----------------------------------------------------|--|-------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------|--|
| VICINITY MAP                         |  | REGIONAL MAP                                                                                 |  | PROJECT INFORMATION                                 |  | SHEET INDEX                                                             |             |                                                                                                                                      |          |                                       |  |
|                                      |  |                                                                                              |  | SITE NUMBER: WI16624-B                              |  | SHEET                                                                   | DESCRIPTION |                                                                                                                                      | REVISION |                                       |  |
|                                      |  |                                                                                              |  | SITE NAME: DEPERE 2                                 |  |                                                                         |             |                                                                                                                                      |          |                                       |  |
|                                      |  |                                                                                              |  | SITE ADDRESS: 1711 SUBURBAN DR<br>DE PERE, WI 54115 |  |                                                                         |             |                                                                                                                                      |          |                                       |  |
|                                      |  |                                                                                              |  | COUNTY: BROWN                                       |  |                                                                         |             |                                                                                                                                      |          |                                       |  |
| LAND OWNER                           |  | SULZMANN FAMILY LTD PARTNERSHIP<br>2117 LOST DAUPHIN RD<br>DE PERE, WI 54115<br>920-217-0001 |  | APPLICANT:                                          |  | SBA TOWERS VI, LLC<br>5900 BROKEN SOUND PKWY NW<br>BOCA RATON, FL 33487 |             | CONTACT PERSON:                                                                                                                      |          | LAURA HALPENNY<br>(630) 802-2357      |  |
| LATITUDE: 44° 25' 44.48" N (FROM 1A) |  | LONGITUDE: 88° 05' 20.11" W (FROM 1A)                                                        |  | LAT/LONG TYPE: DEGREES MINUTES AND SECONDS          |  | GROUND ELEVATION: 613.2' AMSL                                           |             | CURRENT ZONING: B4                                                                                                                   |          | PARCEL No.: WD-364-D-519              |  |
|                                      |  | DRIVING DIRECTIONS                                                                           |  | SPECIAL NOTES                                       |  | 1 OF 3                                                                  |             | SITE SURVEY                                                                                                                          |          | -                                     |  |
|                                      |  |                                                                                              |  |                                                     |  | 2 OF 3                                                                  |             | SITE SURVEY                                                                                                                          |          | -                                     |  |
|                                      |  |                                                                                              |  |                                                     |  | 3 OF 3                                                                  |             | SITE SURVEY                                                                                                                          |          | -                                     |  |
|                                      |  |                                                                                              |  |                                                     |  | UTILITY CONTACT INFORMATION                                             |             | POWER:                                                                                                                               |          | WISCONSIN PUBLIC SERVICE              |  |
| MARK ANDERSON                        |  | (877) 444-0888                                                                               |  | WO#: 1848728                                        |  |                                                                         |             | NOTE: UTILITY COORDINATION IS NOT FINALIZED.<br>DO NOT PROCEED WITH CONSTRUCTION UNTIL<br>POWER / TELCO / FIBER HAVE BEEN CONFIRMED. |          |                                       |  |
|                                      |  |                                                                                              |  |                                                     |  |                                                                         |             |                                                                                                                                      |          |                                       |  |
|                                      |  |                                                                                              |  |                                                     |  |                                                                         |             | SITE 269150                                                                                                                          |          | SBA # WI16624-B                       |  |
|                                      |  |                                                                                              |  |                                                     |  |                                                                         |             |                                                                                                                                      |          | DEPERE 2                              |  |
|                                      |  |                                                                                              |  |                                                     |  |                                                                         |             |                                                                                                                                      |          | 1711 SUBURBAN DR<br>DE PERE, WI 54115 |  |
|                                      |  |                                                                                              |  |                                                     |  |                                                                         |             | DRAWN BY:                                                                                                                            |          | BTE                                   |  |
|                                      |  |                                                                                              |  |                                                     |  |                                                                         |             | CHECKED BY:                                                                                                                          |          | TAZ                                   |  |
|                                      |  |                                                                                              |  |                                                     |  |                                                                         |             | DATE:                                                                                                                                |          | 01/06/15                              |  |
|                                      |  |                                                                                              |  |                                                     |  |                                                                         |             | PROJECT #:                                                                                                                           |          | 7588                                  |  |
|                                      |  |                                                                                              |  |                                                     |  |                                                                         |             | SHEET TITLE                                                                                                                          |          | TITLE SHEET                           |  |
|                                      |  |                                                                                              |  |                                                     |  |                                                                         |             | SHEET NUMBER                                                                                                                         |          | T-1                                   |  |





SBA TOWERS VI, LLC  
5900 BROKEN SOUND PKWY NW  
BOCA RATON, FL 33487  
PHONE: 1-800-487-7483



600 Busse Highway  
Park Ridge, IL 60068  
Ph: 847/698-6400  
Fax: 847/698-6401

| REVISIONS |                   |          |
|-----------|-------------------|----------|
| NO.       | DESCRIPTION       | DATE     |
| -         | ISSUED FOR ZONING | 04/22/15 |
|           |                   |          |
|           |                   |          |
|           |                   |          |
|           |                   |          |
|           |                   |          |

SITE 269150  
SBA # WI16624-B

DEPERE 2

1711 SUBURBAN DR  
DE PERE, WI 54115

|             |          |
|-------------|----------|
| DRAWN BY:   | BTE      |
| CHECKED BY: | TAZ      |
| DATE:       | 01/06/15 |
| PROJECT #:  | 7588     |

SHEET TITLE

LOCATION PLAN

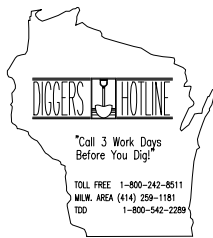
SHEET NUMBER

LP

SURVEY PERFORMED BY:

|                                       |                                           |                                                                                     |
|---------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------|
| <b>MERIDIAN</b>                       |                                           |  |
| <b><i>SURVEYING, LLC</i></b>          |                                           |                                                                                     |
| N8774 Firelane 1<br>Menasha, WI 54952 | Office: 920-993-0881<br>Fax: 920-273-6037 |                                                                                     |

SITE BENCHMARK: (BM A)  
TOP OF TAG BOLT ON FIRE HYDRANT  
ELEVATION: 612.19'



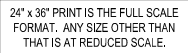
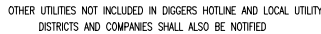
OTHER UTILITIES NOT INCLUDED IN DIGGERS HOTLINE AND LOCAL UTILITY  
DISTRICTS AND COMPANIES SHALL ALSO BE NOTIFIED



SURVEY PERFORMED BY:

|                                       |                                           |                                                                                       |
|---------------------------------------|-------------------------------------------|---------------------------------------------------------------------------------------|
| <b>MERIDIAN</b>                       |                                           |  |
| <b><i>SURVEYING, LLC</i></b>          |                                           |                                                                                       |
| N8774 Firelane 1<br>Menasha, WI 54952 | Office: 920-993-0881<br>Fax: 920-273-6037 |                                                                                       |

SITE BENCHMARK: (BM A)  
TOP OF TAG BOLT ON FIRE HYDRANT  
ELEVATION: 612.19'



SHEET NUMBER

C-1

ALL EARTHWORK, GRADING AND PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT STATE DEPARTMENT OF TRANSPORTATION STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION.

THE CONTRACTOR SHALL KEEP CAREFUL MEASUREMENTS AND RECORDS OF ALL CONSTRUCTION AND SHALL FURNISH THE ENGINEER AND THE MUNICIPALITY WITH RECORD DRAWINGS UPON COMPLETION OF HIS WORK. ONE SET OF MYLAR REPRODUCIBLE RECORD DRAWINGS AND COPIES MUST BE FURNISHED TO THE OWNER BY THE CONTRACTOR.

ALL WORK PERFORMED BY THE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF FINAL ACCEPTANCE. THIS GUARANTEE SHALL INCLUDE ALL DEFECTS IN MATERIALS AND WORKMANSHIP.

ALL DIRT MUST BE DISPOSED OF OFFSITE BY THE CONTRACTOR.

ALL STRUCTURES, INLETS, PIPES, SWALES AND ROADS MUST BE KEPT CLEAN AND FREE OF DIRT AND DEBRIS AT ALL TIMES.

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ADEQUATE SIGNS, BARRICADES, FENCING, TRAFFIC CONTROL DEVICES AND MEASURES, AND ALL OTHER MEASURES THAT ARE NECESSARY TO PROTECT THE SAFETY OF THE SITE AT ALL TIMES.

THE CONTRACTOR, BY AGREEING TO PERFORM THE WORK, AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, THE ENGINEER, THE VILLAGE AND ALL AGENTS AND ADVISORS OF THOSE PARTIES, FROM ALL SUITS AND CLAIMS ARISING OUT OF THE PERFORMANCE OF SAID WORK, AND FURTHER AGREES TO DEFEND OR OTHERWISE PAY ALL LEGAL FEES ARISING OUT OF THE DEFENSE OF SAID PARTIES.

WORK MUST COMMENCE AND BE COMPLETED BY THE TIME INDICATED IN THE PROJECT SPECIFICATIONS.

EXISTING UTILITIES, IF ANY, ARE SHOWN AS A GUIDE ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UTILITIES PRIOR TO EXCAVATING ANYWHERE ON THE SITE.

ALL ADDENDA, IF ANY, MUST BE ACKNOWLEDGED WITH THE BID.

ALL PROPOSED PAVEMENT AREAS SHALL BE STRIPPED OF ALL TOPSOIL AND UNSUITABLE MATERIAL AND EXCAVATED OR FILLED TO WITHIN 0.10 FEET OF DESIGN SUBGRADE.

THE SUBGRADE SHALL BE FREE OF ALL UNSUITABLE MATERIAL AND SHALL BE COMPACTED TO A MINIMUM 95 PER CENT OF MODIFIED PROCTOR DENSITY.

THE QUANTITIES CONTAINED IN THESE DOCUMENTS ARE APPROXIMATE AND ESTIMATED, AND ARE PROVIDED AS A GUIDE TO THE CONTRACTOR IN DETERMINING ALL QUANTITIES AND TO BECOME FAMILIAR WITH THE SITE AND SOIL CONDITIONS.

THE EARTHWORK CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE AT THE CONCLUSION OF EACH WORKING DAY.

THE PAVING CONTRACTOR IS RESPONSIBLE FOR THE FINAL SUBGRADE PREPARATION, THE PAVEMENT BASE, BINDER, AND SURFACE, AND ALL FINAL CLEAN-UP AND RELATED WORK ASSOCIATED WITH THE PAVING OPERATION.

UPON COMPLETION OF THE PAVING , THE CONTRACTOR WILL ENSURE THAT POSITIVE DRAINAGE EXISTS ADJACENT TO ALL CONSTRUCTED IMPROVEMENTS.

REASONABLE CARE MUST BE TAKEN TO MINIMIZE SOIL EROSION. REFER TO PROCEDURES AND STANDARDS FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL PREPARED BY THE U.S. SOIL AND CONSERVATION SERVICE.

ALL INLETS, STRUCTURES, PIPES, SWALES, AND ROADS SHALL BE KEPT CLEAN AND FREE OF DIRT AND SILT.

STOCKPILES SHALL HAVE A BERM OR TRENCH AROUND THE CIRCUMFERENCE TO CONTROL SILT IF NEEDED. IF THE STOCKPILE IS TO REMAIN FOR MORE THAN NINE MONTHS, IT MUST HAVE SUFFICIENT VEGETATION TO CONTROL BOTH WATER AND WIND EROSION.

STRAW BALES FIRMLY ANCHORED SHALL BE PLACED AROUND ALL INLETS, CATCHBASINS, AND SWALES THAT RECEIVE SILTY RUNOFF DURING THE COURSE OF CONSTRUCTION.

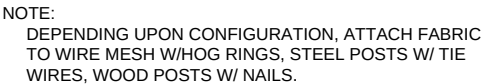
SILT FENCE TO BE CONSTRUCTED ALONG THE DOWN SLOPE OF THE CONSTRUCTION AREA.

MAINTAIN SOIL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THIS PROJECT.

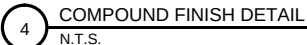
REPLACE SOIL EROSION CONTROL DEVICES WITH SOD AND TOPSOIL AT THE COMPLETION OF THE PROJECT.

ALL ADJACENT ROADSWAYS SHALL BE KEPT CLEAN AT ALL TIMES.

ADDITIONAL, SOIL EROSION CONTROL MEASURES SHALL BE UNDERTAKEN IF DEEMED NECESSARY BY THE ENGINEERING INSPECTOR DURING THE COURSE OF CONSTRUCTION.



2 TYPICAL SILT FENCE DETAIL



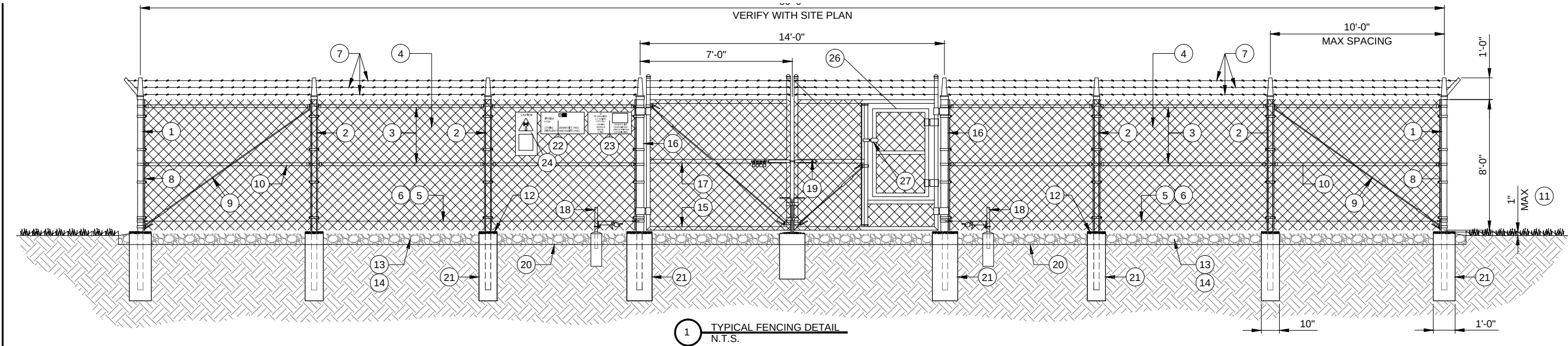
SITE 269150  
SBA # WI16624-B

711 SUBURBAN DR  
DE PERE, WI 54115

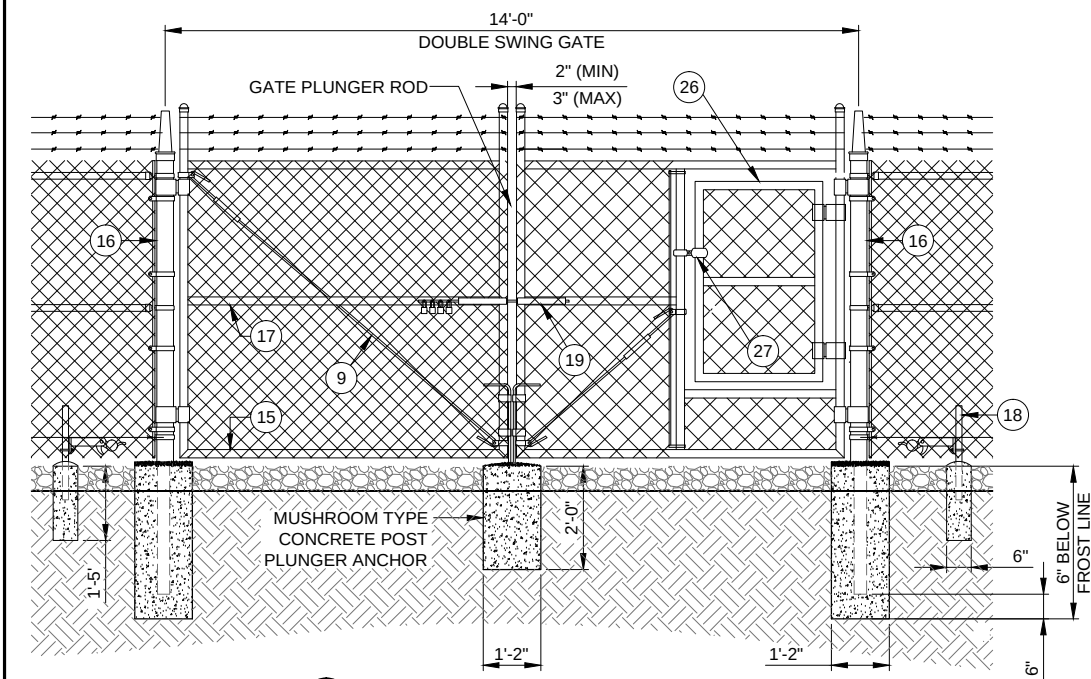
SHEET TITLE  
SITE DETAILS  
& SPECIFICATIONS

C-3





1 TYPICAL FENCING DETAIL  
N.T.S.



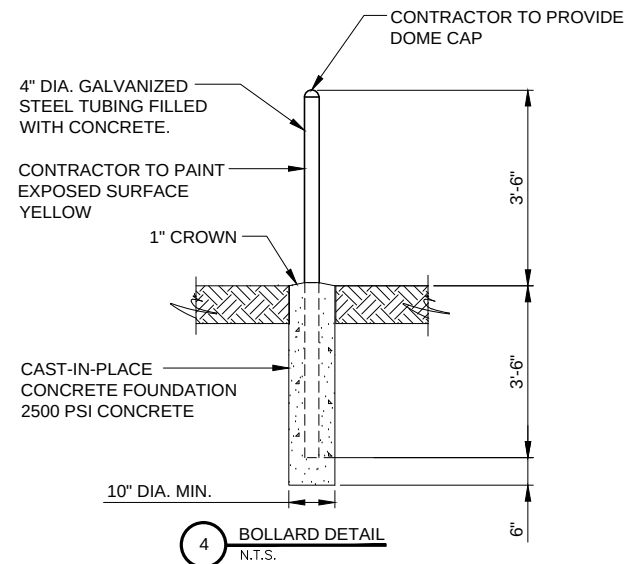
2 DOUBLE-SWING GATE DETAIL  
N.T.S.

GENERAL NOTES:

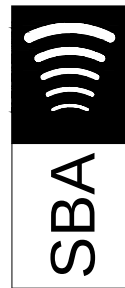
1. INSTALL FENCING PER ASTM F-567
2. INSTALL SWING GATES PER ASTM F- 900
3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE GALVANIZED (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
5. ALL OPEN POSTS SHALL HAVE END-CAPS.
6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.
8. MUSHROOM ANCHOR & PLUNGER REQUIRED FOR GATE.
9. G.C. RESPONSIBLE FOR SBA GATE LOCK

BALLOON REFERENCE NOTES:

- 1 CORNER, END OR PULL POST: 3" O.D. SCHEDULE 40 PIPE.
- 2 LINE POST: 2 1/2" NOMINAL SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 10'-0" O.C.
- 3 TOP RAIL & BRACE RAIL: 1-5/8" O.D. STANDARD ROUND PIPE, PER ASTM-F1083.
- 4 FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
- 5 TIE WIRE: 9 GA ALUMINUM. A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED 12" O.C. POSTS/GATES AND 24" RAILS/WIRE.
- 6 TENSION WIRE: 9 GA ALUMINUM.
- 7 BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC. 14 GA, 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
- 8 3/16" x 3/4" (MIN) FULL HEIGHT STRETCHER BAR.
- 9 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
- 10 FENCE CORNER POST BRACE: 1 5/8" NOMINAL PIPE.
- 11 1" MAXIMUM CLEARANCE FROM FINISH GRADE.
- 12 FENCE POST FOUNDATION TO BE 1" FINISH ABOVE FINISHED GRADE.
- 13 6" COMPACTED BASE MATERIAL.
- 14 FINISH GRADE SHALL BE UNIFORM AND LEVEL.
- 15 WELDED GATE FRAME: 2" O.D., SCHEDULE 40 PIPE, PER ASTM-F1083.
- 16 GATE POST 4" O.D., SCHEDULE 40 PIPE, PER ASTM-F1083.
- 17 GATE FRAME BRACE RAIL: 1 1/2" NOMINAL PIPE, PER ASTM-F1083.
- 18 DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
- 19 STYMIE LOCK MULTI-TENANT LOCKING DEVICE.
- 20 GEO-TEXTILE FABRIC.
- 21 CONCRETE FOUNDATION (MIN 3000 PSI). MINIMUM DEPTH: 6" BELOW FROST LINE
- 22 12" x 24" SBA SITE INFORMATION SIGN.
- 23 12" x 24" NO TRESPASSING SIGN.
- 24 12" x 24" RF CAUTION SIGN.
- 25 18" x 12" KEEP GATE CLOSED SIGN.
- 26 4' WIDE SNOW GATE WITHIN DOUBLE SWING GATE FRAME
- 27 FORK LATCH WITH COMBINATION LOCK



4 BOLLARD DETAIL  
N.T.S.



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| REVISONS | DATE |          | DESCRIPTION | ISSUED FOR ZONING |
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SITE 269150  
SBA # W16624-B

DEPERE 2

1711 SUBURBAN DR  
DE PERE, WI 54115

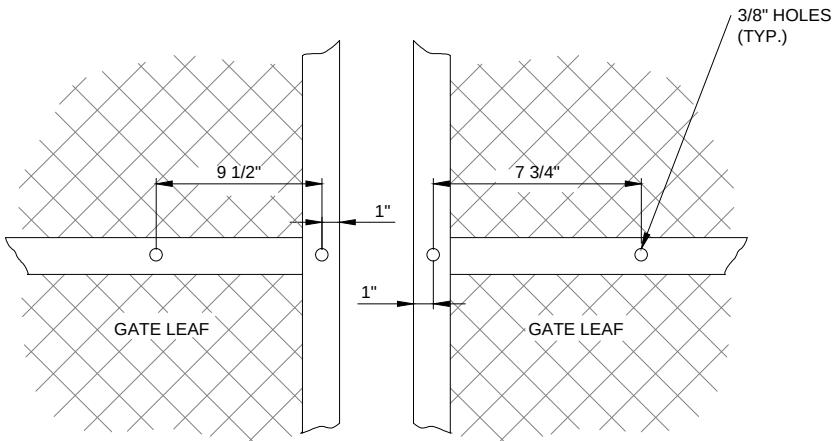
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| CHECKED BY: | TAZ      |
| DATE:       | 01/06/15 |
| PROJECT #:  | 7588     |

SHEET TITLE  
FENCE DETAILS

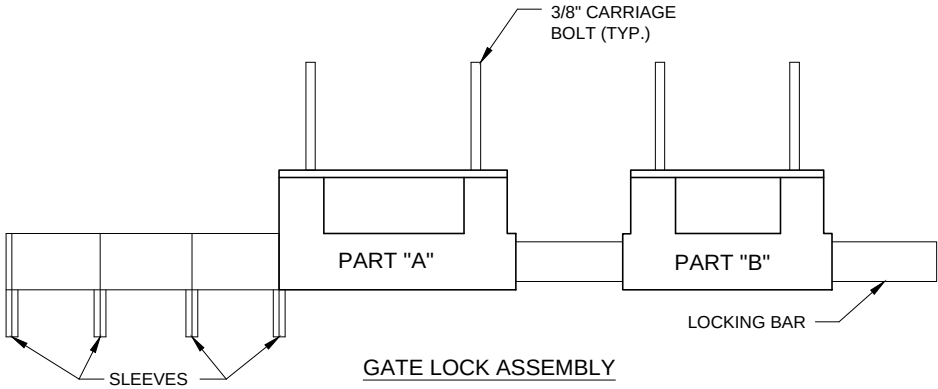
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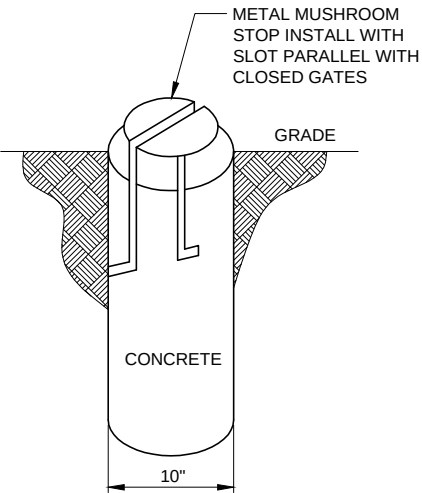
1 GATE FACE - ACCOMODATING STYMIELOCK  
N.T.S.



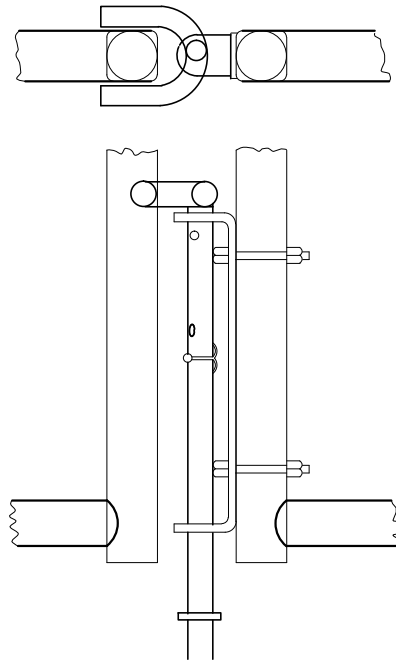
2 GATELOCK ASSEMBLY DETAIL  
N.T.S.

STYMIELOCK INSTALLATION

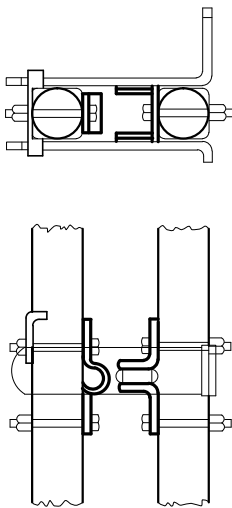
1. DRILL 3/8" HOLES IN THE GATE LEAF USING THE GATE DIMENSIONS PROVIDED.
- 2.SLIDE THE CARRIAGE BOLTS IN THE SLOTS ON THE BACK OF PART "B" AND PUSH THE BOLTS THROUGH THE HOLES DRILLED IN THE GATE FIGURE. PUT THE NUT AND THE LOCKNUT ON AND TIGHTEN AND CUT THE EXCESS BOLT OFF. DO THE SAME WITH PART "A".
- 3.ADD THE NUMBER OF SLEEVES NEEDED FOR THE NUMBER OF LOCKS AND SLIDE THE LOCKING BAR INTO PLACE THROUGH BOTH PART "A" AND PART "B". NOW INSTALL THE LOCKS.
- 4.IF THE GATE HAS NO CENTER BAR IN THE GATE LEAF YOU MAY NEED TO MOUNT THE STYMIELOCK VERTICALLY USING THE SAME DIMENSIONS GIVEN ON THE GATE FACE.
- 5.VERTICAL APPLICATION MAY ALSO BE USED ON SLIDING GATES WITH MULTIPLE LOCKS.



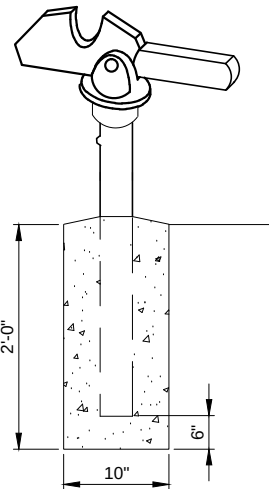
3 MUSHROOM STOP DETAIL  
N.T.S.



4 DROP ROD ASSEMBLY DETAIL  
N.T.S.

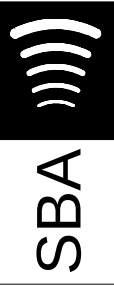


5 LATCH ASSEMBLY DETAIL  
N.T.S.



6 GATE KEEPER DETAIL  
N.T.S.

Attachment: SitePlan (3455 : Cell)



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SITE 269150  
SBA # W16624-B

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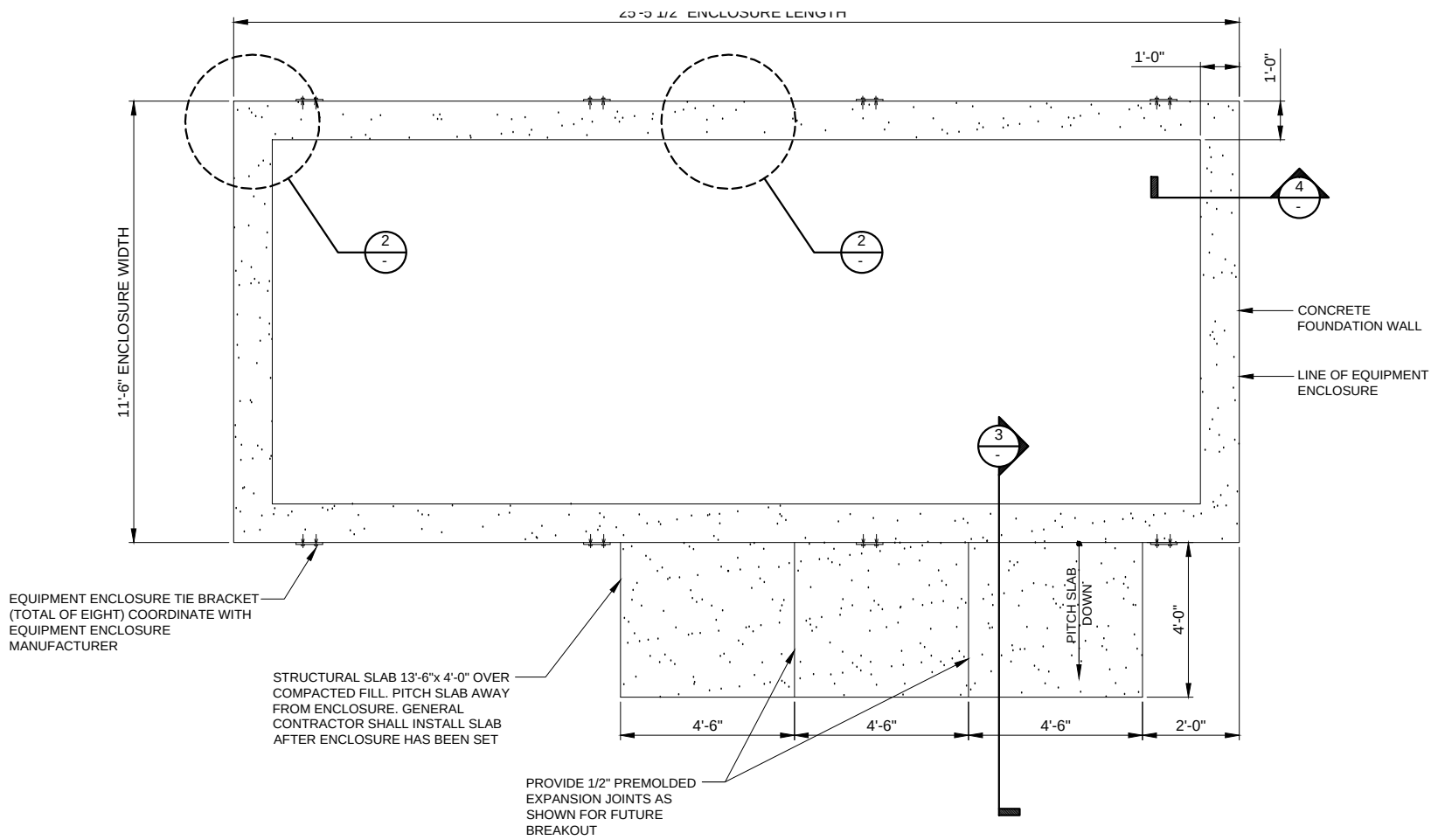
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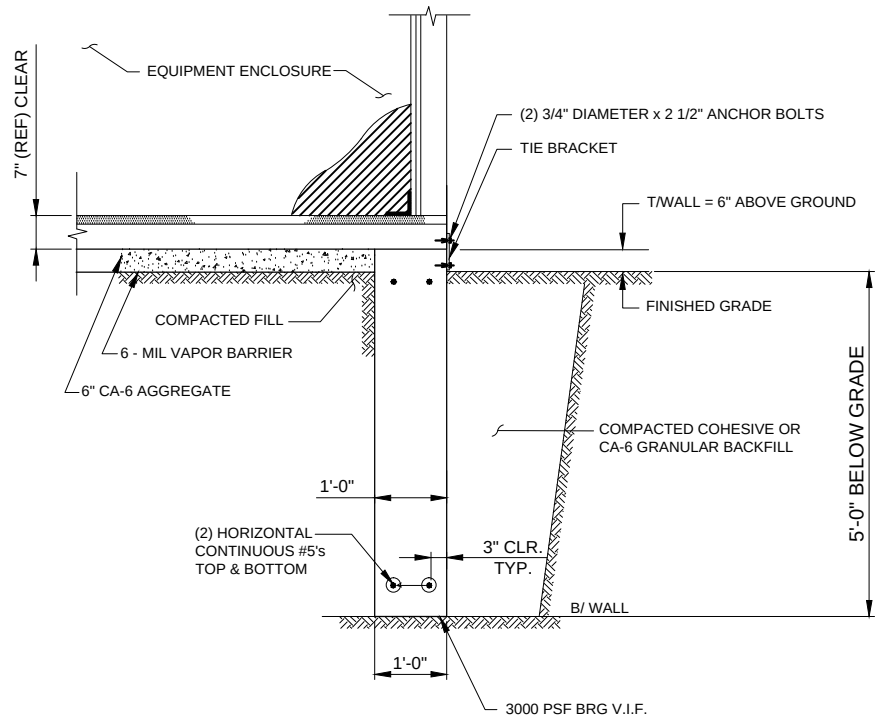
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FENCE DETAILS

SHEET NUMBER

C-5

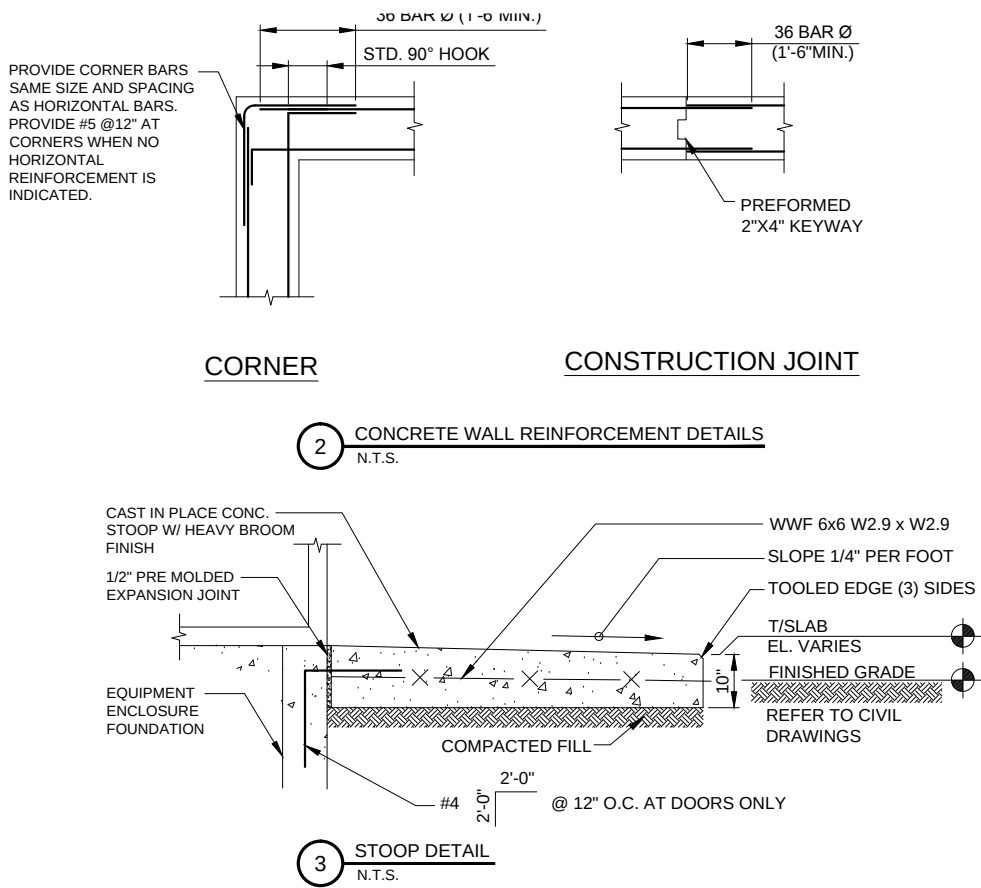


1 EQUIPMENT ENCLOSURE FOUNDATION PLAN  
N.T.S.



4 FOUNDATION WALL SECTION  
N.T.S.

NOTE:  
LOCALIZED AREAS OF SOFT OR LOOSE MATERIALS MAY BE ENCOUNTERED AT THE PROPOSED BEARING ELEVATION. THE SOILS MAY REQUIRE COMPACTION USING A PLATE COMPACTOR IN THE FOOTING TRENCH IF FIELD CONDITIONS INDICATE LOOSE GRANULAR SOILS. THE SOILS MAY REQUIRE REMOVAL AND REPLACEMENT WITH AN APPROVED ENGINEERED FILL. FOUNDATION DEPTH AND OVER DIG REQUIREMENTS SHALL BE VERIFIED WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND INCLUDED IN THE BID BEFORE CONSTRUCTION. THE EVALUATION OF THE SUB GRADE AND SELECTION OF FILL MATERIALS SHALL BE MONITORED AND TESTED BY A QUALIFIED REPRESENTATIVE OF THE SOILS ENGINEER.



A. EQUIPMENT ENCLOSURE FOUNDATION

- REFER TO CIVIL DRAWINGS FOR ORIENTATION OF THE FOUNDATIONS.
- EQUIPMENT ENCLOSURE FOUNDATION IS DESIGNED FOR THE FOLLOWING LOADS:  
ENCLOSURE DEAD LOAD: 70,000 LBS.  
ROOF LIVE LOAD: 30 PSF  
FLOOR LIVE LOAD: 125 PSF
- THE CONTRACTOR SHALL NOTIFY THE CLIENT'S GEOTECHNICAL ENGINEER TO COORDINATE HAVING A FIELD REPRESENTATIVE ON SITE FOR TESTING AND INSPECTION.
- FOOTINGS SHALL BEAR ON VIRGIN SOIL OR COMPACTED FILL MATERIAL CAPABLE OF SUPPORTING A MINIMUM SOIL BEARING PRESSURE OF 3000 PSF.
- SUBGRADE PREPARATION:  
A. REMOVE ALL SOILS CONTAINING TOPSOIL: ORGANIC MATERIALS, AND/OR FILL MATERIALS FROM WITHIN AREA OF ENCLOSURE FOUNDATION.  
B. PROOF ROLL RESULTING SUBGRADE WITH A HEAVILY LOADED SINGLE AXLE ROLLER OR SIMILAR VEHICLE. (20 TON LOAD). CONTRACTOR SHALL UNDERCUT AND REPLACE WITH ENGINEERED FILL. ALL LOOSE SOFT OR UNSTABLE AREAS REVEALED DURING PROOFROLLING AS DIRECTED BY THE TESTING AGENCY. CONTRACTOR SHALL INCLUDE ANTICIPATED UNDERCUT AND REPLACEMENT AS INDICATED IN THE GEOTECHNICAL REPORT AS PART OF THE BID.  
C. BACKFILL AND COMPACT THE AREA WITHIN THE BUILDING FOUNDATION. BETWEEN RESULTANT SUBGRADE AND FOUNDATION WALL WITH APPROVED GRANULAR MATERIAL.
- FOUNDATION WALLS SHALL BE BACKFILLED EVENLY ON EACH SIDE OF THE WALL OR WALLS SHALL BE ADEQUATELY BRACED BY THE CONTRACTOR UNTIL FLOOR SLAB HAS BEEN PLACED AND CURED FOR 72 HOURS MINIMUM.
- ENCLOSURE SHALL NOT BE SET UNTIL FLOOR SLAB HAS BEEN CURED FOR 72 HOURS MINIMUM.
- CONTRACTOR TO ENSURE FOUNDATION / SLAB ARE POURED TO MEET FLATNESS LEVEL TOLERANCES AS INDICATED IN ACI 4.5.6 AND 4.5.7.

B. EQUIPMENT ENCLOSURE

THE EQUIPMENT ENCLOSURE IS A PRE-FABRICATED BUILDING MANUFACTURED BY FIBREBOND, MINDEN, LOUISIANA.  
THE EQUIPMENT ENCLOSURE BUILDING SHALL BE FURNISHED AND INSTALLED BY THE OWNER UNDER SEPARATE CONTRACT PER THE OWNER AND MANUFACTURER SPECIFICATIONS.

C. CONCRETE NOTES

- ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 318 AND ACI 301, LATEST EDITION. THESE DOCUMENTS SHALL BE AVAILABLE IN THE FIELD OFFICE.
- EXCEPT WHERE OTHERWISE INDICATED, CONCRETE SHALL BE NORMAL WEIGHT AND WITH MINIMUM 28-DAY COMPRESSIVE STRENGTHS OF  $F_c=4000$  PSI. ALL EXTERIOR EXPOSED CONCRETE SHALL BE AIR ENTRAINED.
- REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60. ALL WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.



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SITE 269150  
SBA # W16624-B

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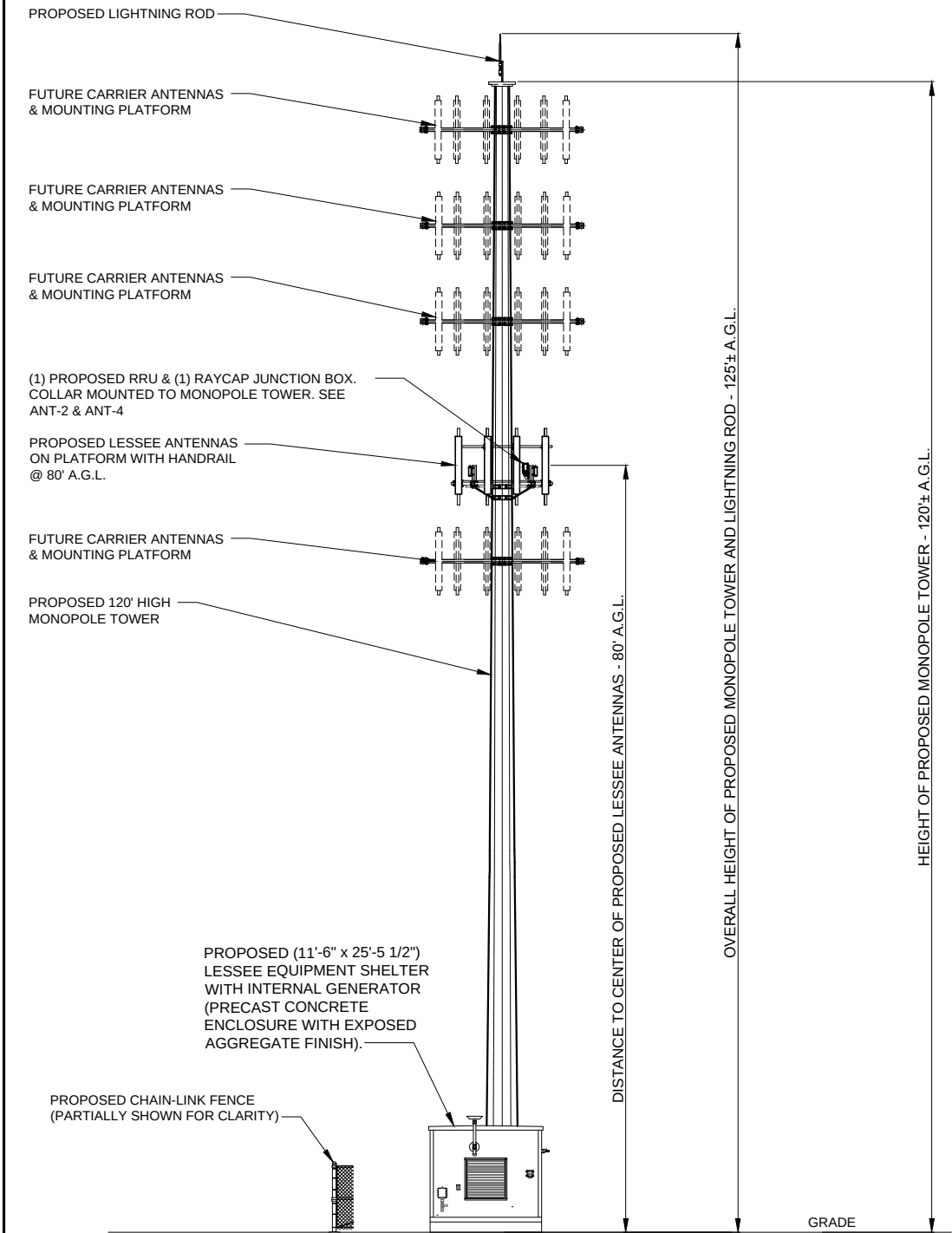
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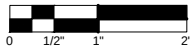
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ENCLOSURE  
FOUNDATION PLAN

SHEET NUMBER

C-6



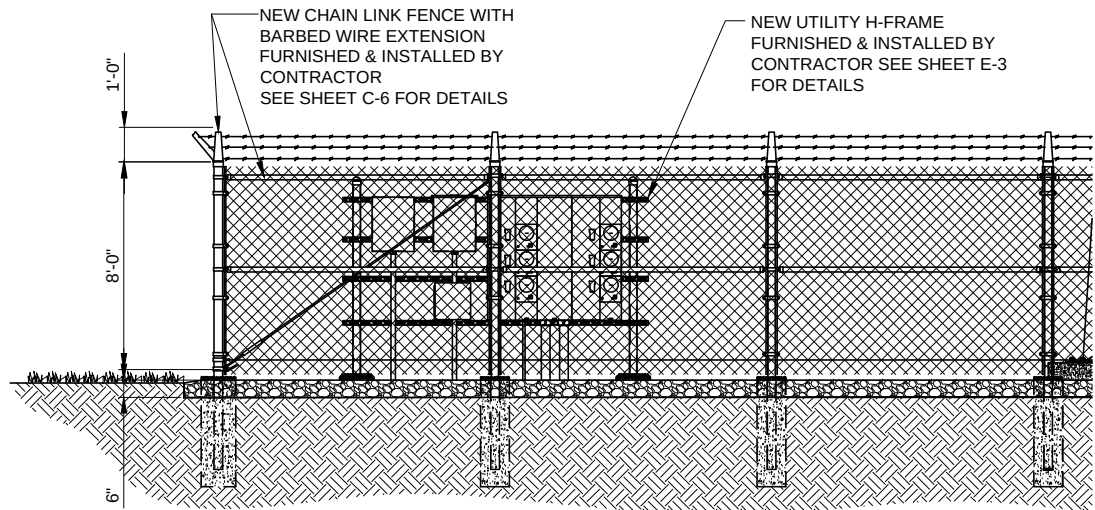
1 NORTHEAST ELEVATION  
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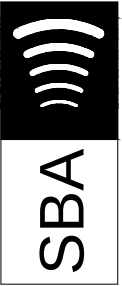
SCALE: 1/8" = 1'-0"

24" x 36" PRINT IS THE FULL SCALE FORMAT. ANY SIZE OTHER THAN THAT IS AT REDUCED SCALE.

Attachment: SitePlan (3455 : Cell)



2 ELEVATION VIEW @ UTILITY H-FRAME  
N.T.S.



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SITE 269150  
SBA # W16624-B

DEPERE 2

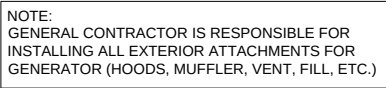
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DE PERE, WI 54115

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| DATE:       | 01/06/15 |
| PROJECT #:  | 7588     |

SHEET TITLE  
ANTENNA  
ELEVATION

SHEET NUMBER

ANT-1



## NOTES:

1. EQUIPMENT ENCLOSURE IS PRE MANUFACTURED. THIS SHEET IS PROVIDED AS GUIDE ONLY. REFER TO ACTUAL DRAWINGS BY SHELTER MANUFACTURE FOR FULL BUILDING PLANS.
2. EPS BOARD INSULATION IS LISTED TO HAVE A FLAME SPREAD OF 25 OR LESS AND SMOKE DEVELOPED OF 450 OR LESS WITH A MAXIMUM THICKNESS OF 2 INCHES AT 1 PCF DENSITY. POLYSOCYANURATE FOAM INSULATION HAS BEEN TESTED TO A MAXIMUM THICKNESS OF 3 INCHES AT 1.9 PCF AND HAS A FLAME SPREAD OF 25 AND A SMOKE PRODUCT OF 395.
3. INTERIOR PANELING IS LISTED TO HAVE A FLAMESPREAD OF 200 OR LESS.
4. THIS ENCLOSURE IS CLASSIFIED AS USE GROUP B, TYPE 5B CONSTRUCTION; PER 1999 BOCA AND IS IN COMPLIANCE WITH 1999 BOCA BUILDING CODE, 1996 INTERNATIONAL MECHANICAL CODE, 2002 NEC AND ILLINOIS ASHRAE 90.1.
5. DESIGN CRITERIA  
WIND LOAD = 125 MPH  
ROOF LIVE LOAD = 100 PSF  
FLOOR LIVE LOAD = 135 PSF  
ROOF DEAD LOAD = 45 PSF  
FLOOR DEAD LOAD = 35 PSF  
WALL DEAD LOAD = 35 PSF  
SNOW LOAD = 80 PSF  
SEISMIC EXPOSURE GROUP = III
6.  $F_c = 5000 \text{ PSI @ 28 DAYS (EQUIPMENT ENCLOSURE)}$
7. ENCLOSURE AND ASSOCIATED EQUIPMENT IS PROVIDED BY OWNER UNDER SEPARATE CONTRACT. EQUIPMENT ENCLOSURE INFORMATION INDICATED HEREIN IS PROVIDED FOR REFERENCE ONLY AND IS TAKEN FROM MANUFACTURER'S AVAILABLE DATA. REFER TO CIVIL, STRUCTURAL AND ELECTRICAL DRAWINGS FOR WORK TO BE PERFORMED UNDER THIS CONTRACT.
8. PRIOR TO PROJECT CLOSE OUT AND SHELTER INSTALLATION, THE GENERAL CONTRACTOR IS TO CLEAN THE SHELTER FLOOR AND APPLY A STATIC- FREE WAX TO THE FLOORS.



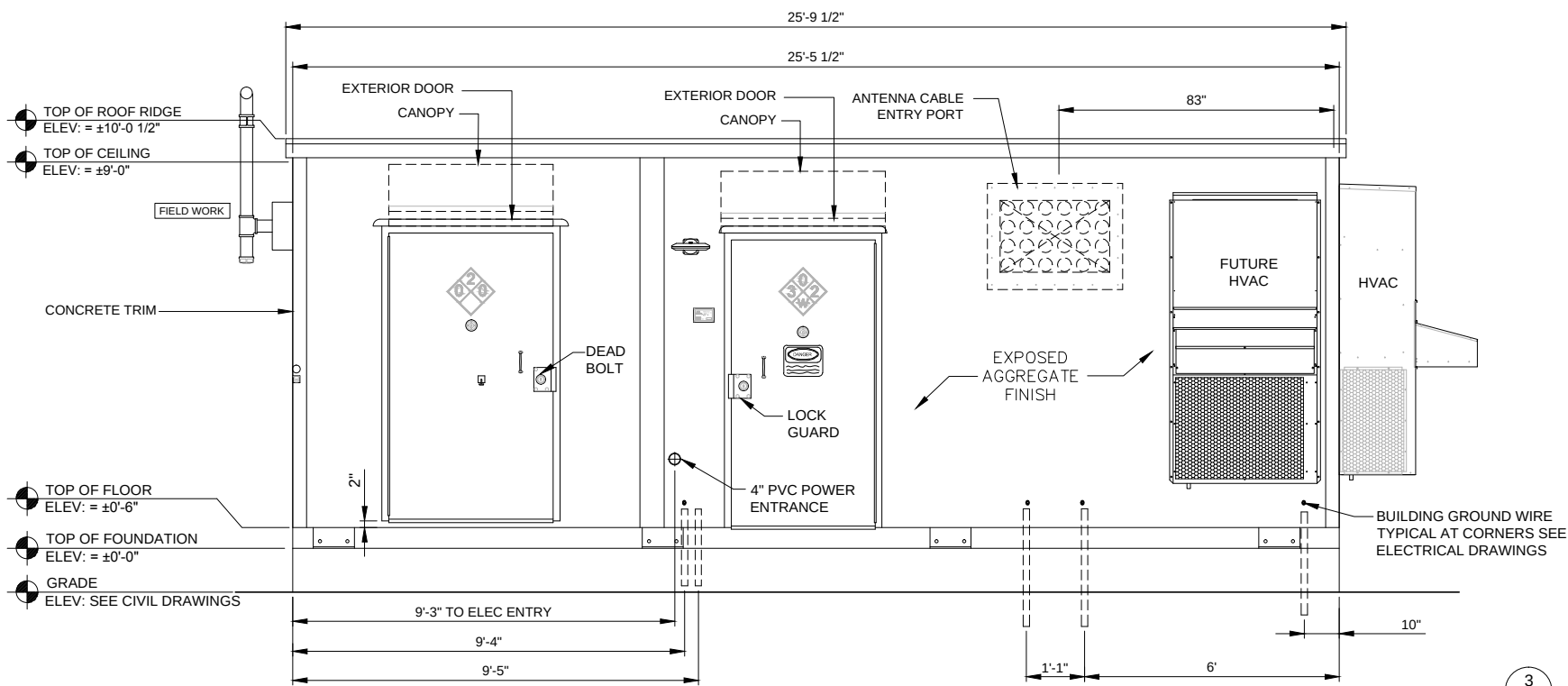
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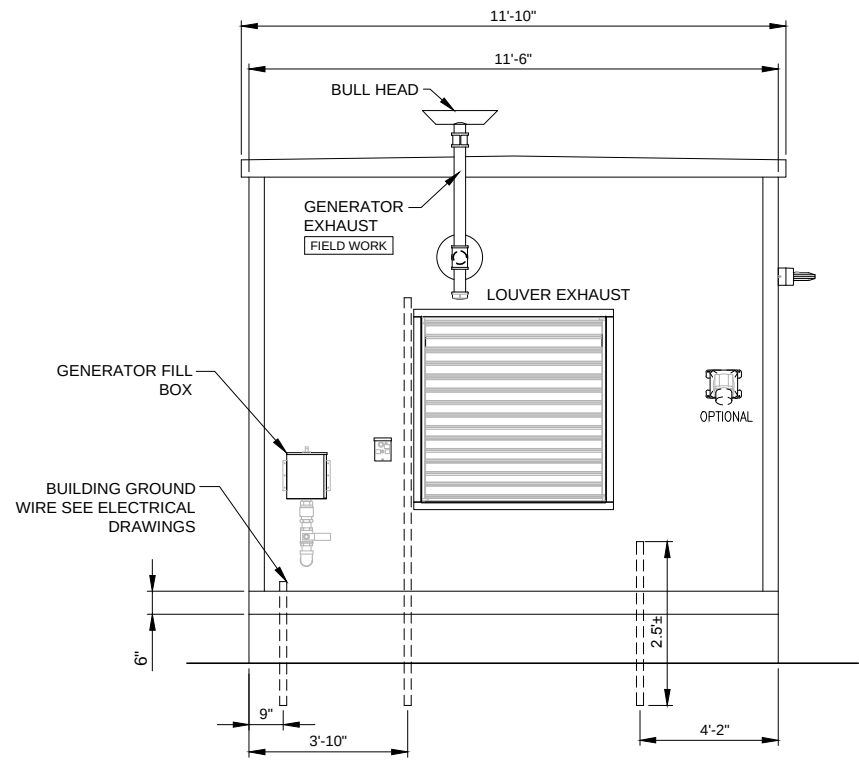
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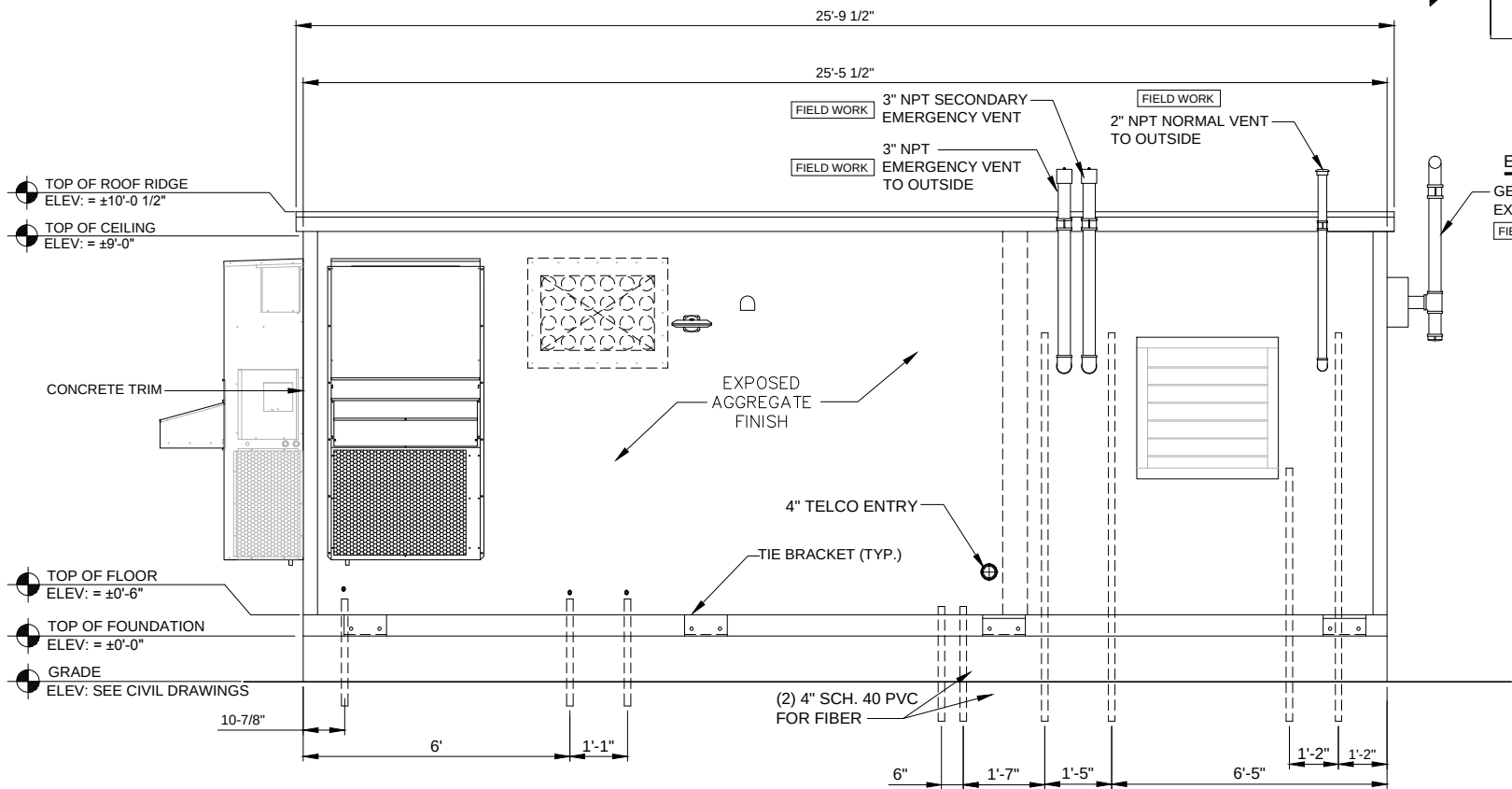
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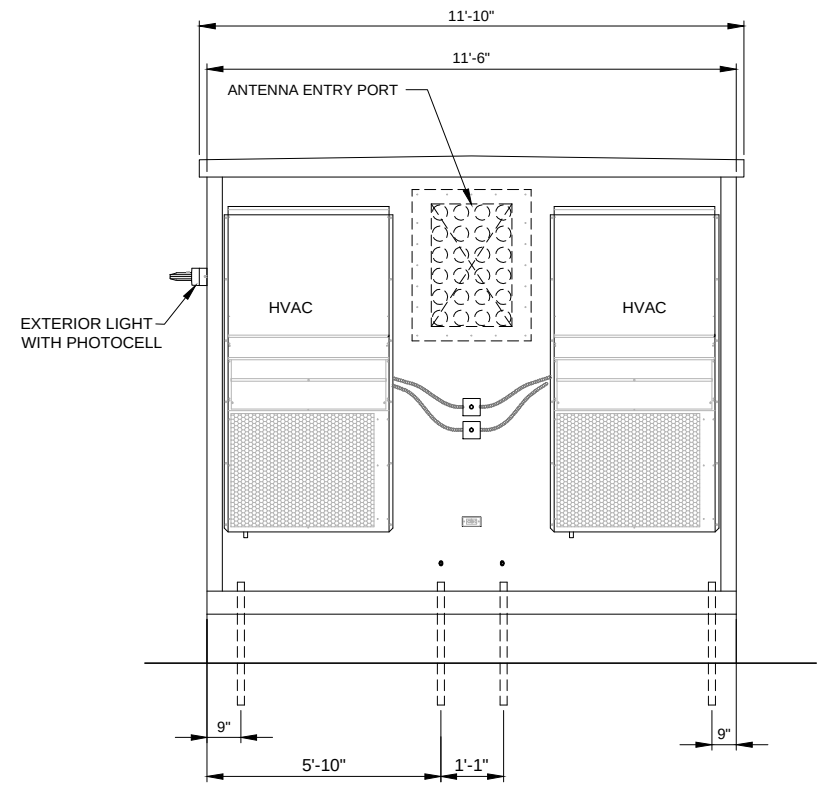
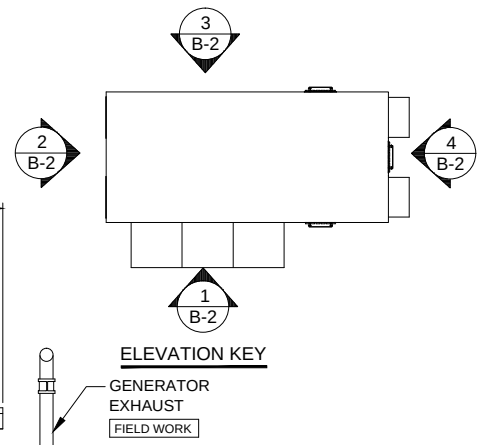
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2 ELEVATION-EQUIPMENT ENCLOSURE  
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3 ELEVATION-EQUIPMENT ENCLOSURE  
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4 ELEVATION-EQUIPMENT ENCLOSURE  
SCALE: 1/2" = 1'-0"

**SBA** 

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**TERRA** 

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SITE 269150  
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SHEET TITLE  
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**B-2**

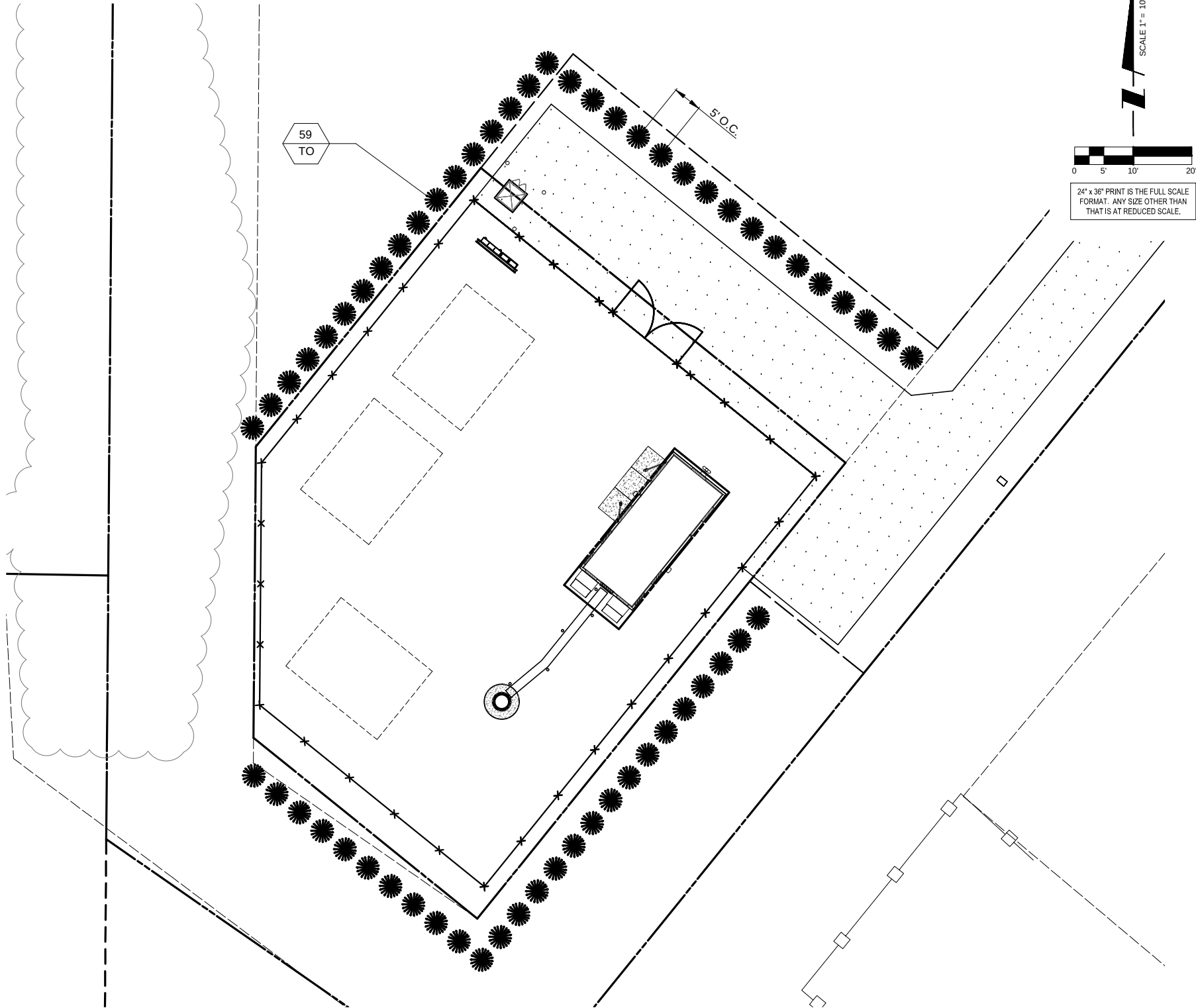


## GENERAL LANDSCAPE NOTES

1. PRUNE NEWLY INSTALLED SHRUBS. WORK SHALL BE DONE BY EXPERIENCED PERSONNEL TO THE ACCEPTED HORTICULTURAL AND ARBORICULTURAL STANDARDS. PRUNING SHALL RESULT IN A LOOSE OUTLINE CONFORMING TO THE GENERAL SHAPE OF THE SHRUB TYPE. DO NOT USE HEDGE SHEARS.
2. ALL PLANTING STOCK SHALL BE NURSERY-GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE. PLANTS SHALL BE FREE OF DISEASE, INSECTS EGGS, LARVAE AND DEFECTS SUCH AS KNOTS, SUN-SCALD, INJURIES, ABRASIONS OR DISFIGUREMENT. THEY SHALL HAVE SOUND, HEALTHY VIGOROUS AND UNIFORM GROWTH TYPICAL OF THE SPECIES AND VARIETY, WELL-FORMED, FREE FROM IRREGULARITIES, WITH THE MINIMUM QUALITY AND SIZE CONFORMING TO AMERICAN STANDARD FOR NURSERY STOCK.
3. GUARENTEE: WARRANT ALL PLANT MATERIAL TO BE TRUE TO BOTANICAL NAME AND SPECIFIED SIZE. AFTER COMPLETION OF PLANTING, ALL PLANT MATERIALS SHALL BE WARRANTED AGAINST DEFECTS, INCLUDING DEATH AND UNSATISFACTORY GROWTH FOR A WARRANTY PERIOD OF ONE YEAR. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEFECTS RESULTING FROM NEGLECT ABUSE, DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS BEYOND THE CONTRACTORS CONTROL WHICH RESULT FROM NATURAL CAUSES SUCH AS FLOODS STORMS, FIRES OR VANDALISM.  
REPLACEMENTS: DURING THE WARANTY PERIOD, REPLACE ONE TIME, AT NO ADDITIONAL COST TO THE OWNER, PLANT MATERIALS THAT ARE DEAD, OR IN THE OPINION OF THE LANDSCAPE ARCHITECT, IN AN UNHEALTHY OR UNSIGHTLY CONDITION. REJECTED PLANT MATERIALS SHALL BE REMOVED FROM THE SITE AT CONTRACTOR'S EXPENSE. REPLACEMENTS ARE TO BE MADE NO LATER THAN THE SUBSEQUENT PLANTING SEASON. RESTORE AREAS DISTURBED BY REPLACEMENT OPERATIONS.
4. MULCHING SHALL BE DONE WITHIN 48 HOURS AFTER PLANTING. MULCH SHRUB BEDS TO A UNIFORM DEPTH OF THREE INCHES. MULCH SHALL BE CLEAN COMPOSTED PINE BARK MULCH FREE OF FOREIGN MATERIAL AND LARGE PIECES OVER THREE INCHES LONG. DO NOT MULCH TREE AND SHRUB PLANTING PITS.
5. TOPSOIL SHALL CONSIST OF FERTILE FRIABLE NATURAL LOAM, CONTAINING A LIBERAL AMOUNT OF HUMUS AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL. IT SHALL BE FREE OF ADMIXTURES OF SUBSOIL AND FREE OF CRAB GRASS, ROOTS, STICKS AND OTHER EXTRANEOUS MATTER, AND SHALL NOT BE USED FOR PLANTING OPERATIONS WHILE IN A FROZEN OR MUDDY CONDITIONS.
6. REPAIR ALL TURF AREAS BY SEEDING. SEEDING INSTALLATION SHALL BE EXECUTED ONLY AFTER ALL FINISH GRADING HAS BEEN COMPLETED. NO SEEDING WORK SHALL BE DONE PAST SEPTEMBER 15, UNLESS APPROVED BY THE OWNER'S REPRESENTATIVE.  
SEED: SEDD MIX SHALL MATCH EXISTING TURF, OR BE A 50/50 MIX OF CERTIFIED IMPROVED BLEND OF BLUEGRASS AND CERTIFIED IMPROVED PERENNIAL RYE. MIX SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO PLANTING. SEEDING SHALL BE APPLIED AT A MINIMUM RATE OF 120 POUNDS PER ACRE. FUTERRA BLANKET, OR EQUAL, SHALL BE USED FOR EROSION CONTROL MULCH WHERE NECESSARY IN LIEU OF HYDRO MULCH.
7. PLANT MATERIAL SHALL CONFORM WITH THE CURRENT AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSEYMEN FOR THAT TYPE OF TREE OR SHRUB AT THE TIME OF INSTALLATION.
8. ALL TREES SHALL BE GROWN IN A NURSERY LOCATED IN THE NORTHERN HALF OF THE STATE OF ILLINOIS AND LICENSED BY THE STATE OF ILLINOIS.
9. THE PLANTING SEASON SHALL BE APPROXIMATELY OCTOBER 15 TO DECEMBER 1, AND MARCH 15 TO MAY 1.

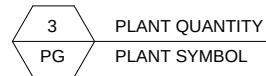


OTHER UTILITIES NOT INCLUDED IN DIGGERS HOTLINE AND LOCAL UTILITY DISTRICTS AND COMPANIES SHALL ALSO BE NOTIFIED



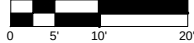
## PLANT LIST

| SYMBOL | BOTANICAL NAME     | COMMON NAME         | QUANTITY | SIZE           | COMMENTS                   |
|--------|--------------------|---------------------|----------|----------------|----------------------------|
| TREES  |                    |                     |          |                |                            |
| TO     | THUJA OCCIDENTALIS | AMERICAN ARBORVITAE | 59       | 5 FT. HT. MIN. | B & B (BALLED & BURLAPPED) |



24" x 36" PRINT IS THE FULL SCALE  
FORMAT. ANY SIZE OTHER THAN  
THAT IS AT REDUCED SCALE.

SCALE 1" = 10'



SBA TOWERS VI, LLC  
5900 BROKEN SOUND PKWY NW  
BOCA RATON, FL 33487  
PHONE: 1-800-487-7483



600 Busse Highway  
Park Ridge, IL 60068  
Ph: 847/698-6400  
Fax: 847/698-6401

[illegible]

SITE 269150  
SBA # WI16624-B

## DEPERE 2

1711 SUBURBAN DR  
DE PERE, WI 54115

|             |          |
|-------------|----------|
| DRAWN BY:   | BTE      |
| CHECKED BY: | TAZ      |
| DATE:       | 01/06/15 |
| PROJECT #:  | 7588     |

SHEET TITLE  
LANDSCAPE  
PLAN

SHEET NUMBER

L-1



**City of De Pere, Wisconsin****Request For Plan Commission Action**

---

**MEETING DATE:** May 26, 2015

**DEPARTMENT:** Planning

**FROM:** Ken Pabich

**SUBJECT:** Review Washington Street design between Chicago and Merrill.\*

---

**ATTACHMENTS:**

- PC\_Staff\_May26\_Washington(PDF)
- Wash\_Options (PDF)
- PC\_Wash\_School\_Comment (PDF)
- PC\_Wash\_BCPlanning\_Comment (PDF)

**Item 4: Review Washington Street design between Chicago and Merrill.\***

**Overview:**

Washington Street between Chicago and Merrill is scheduled to be resurfaced in 2015 (see Figure 1). As part of this project, the City is interested in addressing a number of design and safety issues related to the current street layout. While not all issues can be addressed, one significant item that can be addressed is the five legged intersection. The City has researched many design options and based on this work, the City has developed a preferred design which is attached along with a design alternative.

The designs include the following:

1. Washington would be routed through the park to connect to Ontario. The old portion of Washington (southern end) would be torn out and made green space. Note the ROW would remain.
2. Student drop off area would still be provided on the east.
3. Option 1: Under this option, the lane on the right would be removed and the street narrowed. The street would widen again to provide two queuing lanes.
4. Option 2: Under this option, the Washington entry would remain narrow; however, a parking lane would be provided on the west.



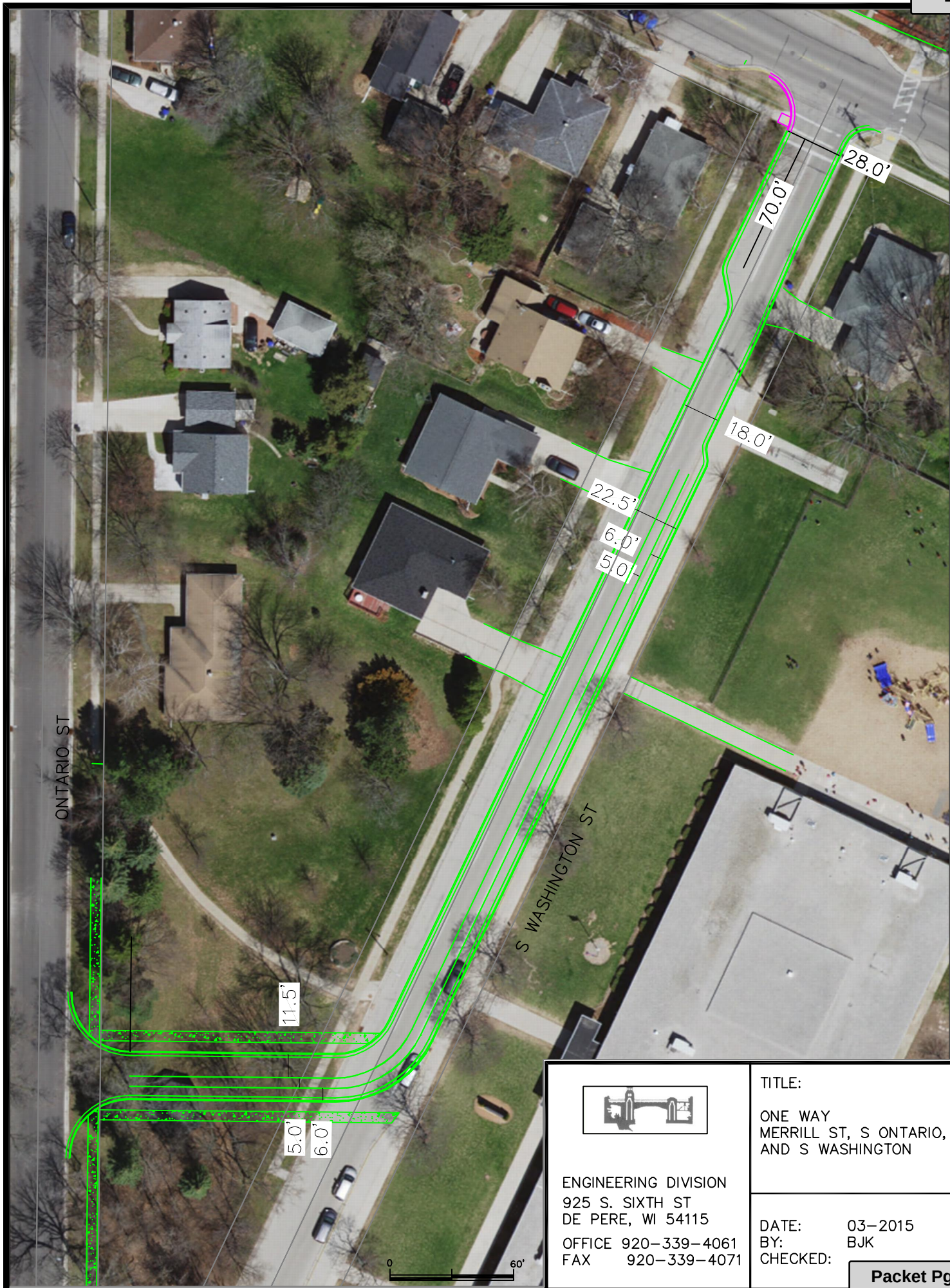
**Figure 1. Project limits shown in red.**

The project would impact the existing nature park and the concept has been presented to the Park Board. The Park Board supported providing the necessary ROW for the project. Staff also has met with the School District and conducted a public information meeting on April 14<sup>th</sup>. The School District supports the new design option.

**Recommendation**

Staff would recommend approval of the proposed Option 1 design and that the recommendation be forwarded to the Common Council.





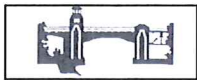
ENGINEERING DIVISION  
 925 S. SIXTH ST  
 DE PERE, WI 54115  
 OFFICE 920-339-4061  
 FAX 920-339-4071

TITLE:

ONE WAY  
 MERRILL ST, S ONTARIO,  
 AND S WASHINGTON

DATE: 03-2015  
 BY: BJK  
 CHECKED:





ENGINEERING DIVISION  
925 S. SIXTH ST  
DE PERE, WI 54115  
OFFICE 920-339-4061  
FAX 920-339-4071

TITLE:  
ONE WAY  
MERRILL ST, S ONTARIO,  
AND S WASHINGTON

DATE: 03-2015  
BY: BJK  
CHECKED:



**Ken Pabich**

---

**From:** Ben Villarruel <villarruel@depere.k12.wi.us>  
**Sent:** Friday, May 15, 2015 3:40 PM  
**To:** Ken Pabich  
**Cc:** Runge, Cole M.  
**Subject:** Re: Washington Street Update

Ken

My first impression of option 2 is that by widening Washington Avenue we will create a more dangerous situation for students being dropped off at school. If people can park or wait on the west side of Washington Street, I am afraid parents would drop off or pick up their students on the west side of the street. This would replicate the situation that now exists. Students who are dropped off on the west side of Washington Ave and dart through traffic to get to the east side of Washington Ave. This is a very unsafe practice and situation. In addition, the number of parking spaces that would be gained on the west side of Washington Ave is minimal. From our experience, regardless of what type of postings are put on the west side, parents will disobey the signage and create dangerous situations.

The district prefers a narrow road on Washington Ave that allows students only to be dropped off or picked up on the east side of the road. This allows students to be dropped off or picked up directly onto the side walk without having to cross traffic.

Thank you for taking the time to allow the district to give feedback to option 2.

Ben

Attachment: PC\_Wash\_School\_Comment (3459 : 4. Washington)

**Ken Pabich**

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**From:** Runge, Cole M. <Runge\_CM@co.brown.wi.us>  
**Sent:** Wednesday, May 20, 2015 4:05 PM  
**To:** Ken Pabich  
**Cc:** Ben Villarruel (villarruel@depere.k12.wi.us)  
**Subject:** RE: Washington Street Update

Hi Ken,

I'm concerned that the safety benefits associated with narrowing Washington Street and removing parking on the street's west side (as recommended in Option 1) will be lost if Option 2 is chosen. These safety benefits include:

- Encouraging people to drive at low speeds in front of the school.
- Eliminating the risk of students being hit when they dart into traffic to reach vehicles parked on the west side of the street.

Narrowing Washington Street will also make vehicle movements more predictable for drivers, minimize street maintenance costs, and increase the amount of green space in front of the school and the homes on the street's west side.

### **Desire to Reduce Backups**

I appreciate the desire to reduce backups on Washington Street. However, backups will still exist in front of the school with Option 2 because this option will continue to direct Washington Street traffic to a point along Chicago Street where vehicle and pedestrian volumes are high and very few gaps in traffic are available.

### **Desire to Retain Parking**

I'm not sure why retaining parking on the west side of Washington Street is desired.

- If it's because people want to park there when they pick up and drop off students, they won't be able to do this because parking will be prohibited before and after school.
- If it's because people want to park there for school events, they will have access to only a handful of parking spaces with Option 2 because the street will be short and driveways will continue to be present.
- If it's because the people who live along Washington Street want on-street parking, they will still have it on the street's east side when school is not in session.

In addition to these considerations, the city and/or school will need to spend time and resources trying to prevent people from illegally parking on the west side of the street to pick up and drop off students.

The Washington Street reconstruction project is an opportunity to address unsafe traffic conditions in front of the school before a student is seriously injured. The project is also an opportunity to improve the area's appearance and address other important issues at a reasonable cost. Because I believe that the street design proposed in Option 1 will do far more to achieve these objectives than the design proposed in Option 2, I recommend that the city reconstruct the street as proposed in Option 1.

Please let me know if you have questions or comments. Thanks.

Cole

Attachment: PC\_Wash\_BCPlanning\_Comment (3459 : 4. Washington)



Cole Runge  
Principal Planner/MPO Director  
Brown County Planning Commission/Green Bay MPO  
305 E. Walnut Street Room 320  
PO Box 23600  
Green Bay, WI 54305-3600  
Phone: (920) 448-6480  
Fax: (920) 448-4487  
Web: [www.co.brown.wi.us/planning](http://www.co.brown.wi.us/planning)



## City of De Pere, Wisconsin

**Request For Plan Commission Action**

---

**MEETING DATE:** May 26, 2015

**DEPARTMENT:** Planning

**FROM:** Ken Pabich

**SUBJECT:** Review the Rezoning Application for parcel ED-477 (428 N Superior St) from General Business with a Planned Development District Overlay (B2-PDD) to Single and Two Family Residence with a Planned Development District Overlay (R2-PDD). Applicant: Tadych Investment Partners.\*

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**ATTACHMENTS:**

- PC\_Staff\_May26\_Rezone (PDF)
- PC\_RZ\_N Superior (PDF)
- PC\_RZ\_N Superior\_1988 Review (PDF)

**Item 5:** Review the Rezoning Application for parcel ED-477 (428 N Superior St) from General Business with a Planned Development District Overlay (B2-PDD) to Single and Two Family Residence with a Planned Development District Overlay (R2-PDD). Applicant: Tadych Investment Partners.\*

**Description:** The current site is the location of the former Irwin School which has been used as an office complex. The building has been vacant for multiple years.

**Location:** 428 N Superior (see map)

### Zoning

**Existing Zoning:** B2-PDD. In 1988, the former school was rezoned to allow office space. (Please see attached memo from 1988)

**Proposed Zoning:** The property would maintain the PDD overlay however it would be returned back with a baseline zoning of R-2. The purpose of the Planned Development District is to promote the maximum benefit from coordinated area site planning, diversified location of structures, mixed compatible uses, provide for a safe and efficient system of pedestrian and vehicular traffic, attractive recreation and landscaped open spaces, economic design and location of public and private utilities and ensure adequate planning.

**Adjacent Zoning:** Entire site is surrounded by R-2.

### Land Use

**Current use:** Office space; however building is vacant.

**Use of Adjacent Property:** Uses are consistent with the zoning which is R-2.

**Suitability to Existing Zoning:** The existing zoning was restricted to office use only.

**Suitability to Proposed Zoning:** Baseline zoning would match surrounding zoning.

### Effects of Proposed Rezoning

|                        |           |                    |          |                         |                  |
|------------------------|-----------|--------------------|----------|-------------------------|------------------|
| <b>Densities:</b>      | Change    | <b>Utilities:</b>  | Change   | <b>Police and Fire:</b> | Change           |
| <b>Traffic:</b>        | Decrease  | <b>Pedestrian:</b> | Increase | <b>Parking:</b>         | Provided on site |
| <b>Highway Access:</b> | NA        | <b>Garbage:</b>    | Increase | <b>Property Value:</b>  | Increase         |
| <b>Pollution:</b>      | No change | <b>Schools:</b>    | Increase |                         |                  |



Attachment: PC\_Staff\_May26\_Rezone (3460 : 5. Rezone)

### **General Development Plan**

As part of the rezoning to a PDD Overlay, the submittal also requires that a General Development Plan (GDP) be submitted and approved by the Plan Commission and Common Council.

For this project, the existing building would be removed. Ten lots would be created for single family homes. The lots would be generally 40' wide and 140' deep. The lot sizes would be narrow; however they would be compatible with the existing neighborhood which predominately has 60' lots in width.

While there are individual homes, the entire site would be governed under an Owner's Association. (Please see application memo from Tadych). The homes would be accessed from a private alley. The site is composed of approximately 24,000 sq ft of residential building, 11,500 sq ft of hard surface and 25,900 sq ft of green space.

### **Public Works:**

1. Abandon all existing unused utility connections to the property at the main and under the observation of City personnel. Abandon the existing water service by closing the corporation and removing the water service.
2. Public utilities will be extended to the site along a private alley. Provide a 30' easement centered on the alley for the entire length for these utilities. The City will design and construct these utilities.
3. Remove the curb openings to close unused existing driveways by replacing the curb to the joint. Complete new curb cuts to comply with the City curb cut permit requirements.
4. A storm water management plan is required for this site redevelopment that will achieve 40% TSS removal. Submit calculations to show the peak post development discharge rate does not exceed the peak pre-developed discharge rate for the two-year, ten-year, and 100-year design storms. Use CN=71 to determine the peak pre-development discharge rates. Notify the City if there are site constraints for limiting the peak flow.
5. Curb cut permits are required for new driveways.

### **Fire:**

1. No specific comments on the general development plan.

### **Forestry:**

1. No review for general development plan.

### **Building/Planning:**

1. The Plan Commission may want to provide some input on the overall architectural design for the development. The site does not need to be historic; however some design consideration may be suggested so it is still compatible with the neighborhood.

### **Recommendation**

Staff would recommend that the rezoning and general development plan be approved and forwarded to Council. As part of the recommendation, staff would recommend that a summary be provided to the Council on the status of the existing building in why it cannot be re-used.



## CITY OF DE PERE

APPLICATION FOR  
REZONING

Fee: \$ 275.00

Receipt #: 102740

Date: 5-13-15

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

**SECTION 1: Applicant / Permittee Information**

|                                                                          |                                                |                                     |                   |
|--------------------------------------------------------------------------|------------------------------------------------|-------------------------------------|-------------------|
| Applicant Name (Ind., Org. or Entity)<br>Tadych Investment Partners, LLC | Authorized Representative<br>Jason Tadych      | Title<br>Managing Member            |                   |
| Mailing Address<br>3032 Autumn Leaves Circle                             | City<br>Green Bay                              | State<br>WI                         | ZIP Code<br>54313 |
| Email Address<br>jason@tip-llc.com                                       | Phone Number (incl. area code)<br>920 277 4739 | Fax Number (incl. area code)<br>N/A |                   |

**SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)**

|                                                   |                                  |                                     |                   |
|---------------------------------------------------|----------------------------------|-------------------------------------|-------------------|
| Name (Ind. Org. or Entity)<br>CR Real Estate, LLC | Contact Person<br>Larry Anderson | Title<br>Partner                    |                   |
| Mailing Address<br>2101 S. 107th Street           | City<br>Milwaukee                | State<br>WI                         | ZIP Code<br>53277 |
| Email Address<br>N/A                              | Phone Number (incl. area code)   | Fax Number (incl. area code)<br>N/A |                   |

**SECTION 3: Project or Site Location**

|                                                                              |                                 |
|------------------------------------------------------------------------------|---------------------------------|
| Project Address/Description<br><br>428 N. Superior Street, De Pere, WI 54115 | Parcel Number(s):<br><br>ED-477 |
|------------------------------------------------------------------------------|---------------------------------|

**SECTION 4: Proposed Rezoning Use**

|                               |                               |                              |                              |
|-------------------------------|-------------------------------|------------------------------|------------------------------|
| Existing Zoning:              | PDD - B-2                     |                              |                              |
| Proposed Zoning:              | PDD - R-2                     |                              |                              |
| Adjacent Zoning: North<br>R-2 | Adjacent Zoning: South<br>R-2 | Adjacent Zoning: West<br>R-2 | Adjacent Zoning: East<br>R-2 |
| Present Use of Parcel         | Commercial Office             |                              |                              |
| Proposed Use of Parcel        | Single Family Residential     |                              |                              |

**SECTION 5: Certification and Permission**

**Certification:** I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

**Permission:** I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

|                                                                          |                                     |                                     |
|--------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| Name of Owner/Authorized Representative (please print)<br>Larry Anderson | Title<br>Partner <i>PA Anderson</i> | Phone Number<br><i>920-328-3315</i> |
| Signature of Applicant<br><i>Larry Anderson</i>                          |                                     | Date Signed<br><i>5/8/15</i>        |

Attached additional sheets if necessary.





May 11, 2015

Ms. Sarah Wallace  
City of De Pere  
335 S. Broadway  
De Pere, WI 54115

Re: 428 N. Superior Street, De Pere, WI (the "Property")

Dear Sarah:

Enclosed please find the following:

- Application for Rezoning the Property;
- Check in the amount of \$275; and
- General Development Plan for the Property.

Our General Development Plan for the Property contemplates razing the existing improvements and redeveloping the Property as a master planned residential community. The Property will be divided into 10 single family home lots. The lots will be improved with historic looking single family homes and sold to third party home owners on a turn-key basis.

The proposed lots are approximately 40' wide by 140' deep. Because the lots are narrower than a typical lot, we plan to create a private alley running north/south through the middle of the Property. All traffic, trash pick up and utilities will be serviced via the alley.

The community will be controlled by an Owner's Association. It is contemplated that the Owner's Association will, at a minimum:

- Control architecture, building materials and paint colors within the community;
- Perform all landscaping, snow removal and other grounds maintenance within the community;
- Maintain the alley and any common private utilities within the community; and
- Require the owners to maintain their respective properties in good order and repair consistent with other properties in the community.

Please let me know if you need any additional information to complete the Application for Rezoning. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jason T. Tadych', is written over the typed name and contact information.

Jason T. Tadych  
Principal  
(920) 277-4739  
Jason@tip-llc.com

RESIDENTIAL DEVELOPMENT  
IRWIN SCHOOL BLOCK  
DE PERE, WISCONSIN 54115

ISS

ISSUED FOR:  
REZONE APP.  
DATE: 5-18-2015

REVISIONS:

SCALE: 1" = 20'-0"

SHEET TITLE:

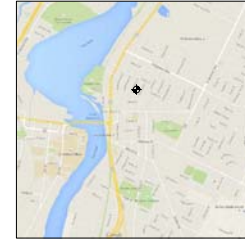
GENERAL  
DEVELOPMENT  
PLAN

SHEET NUMBER:

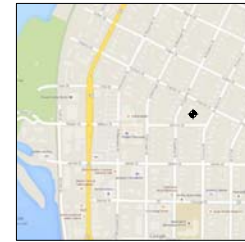
A2.1

5.b

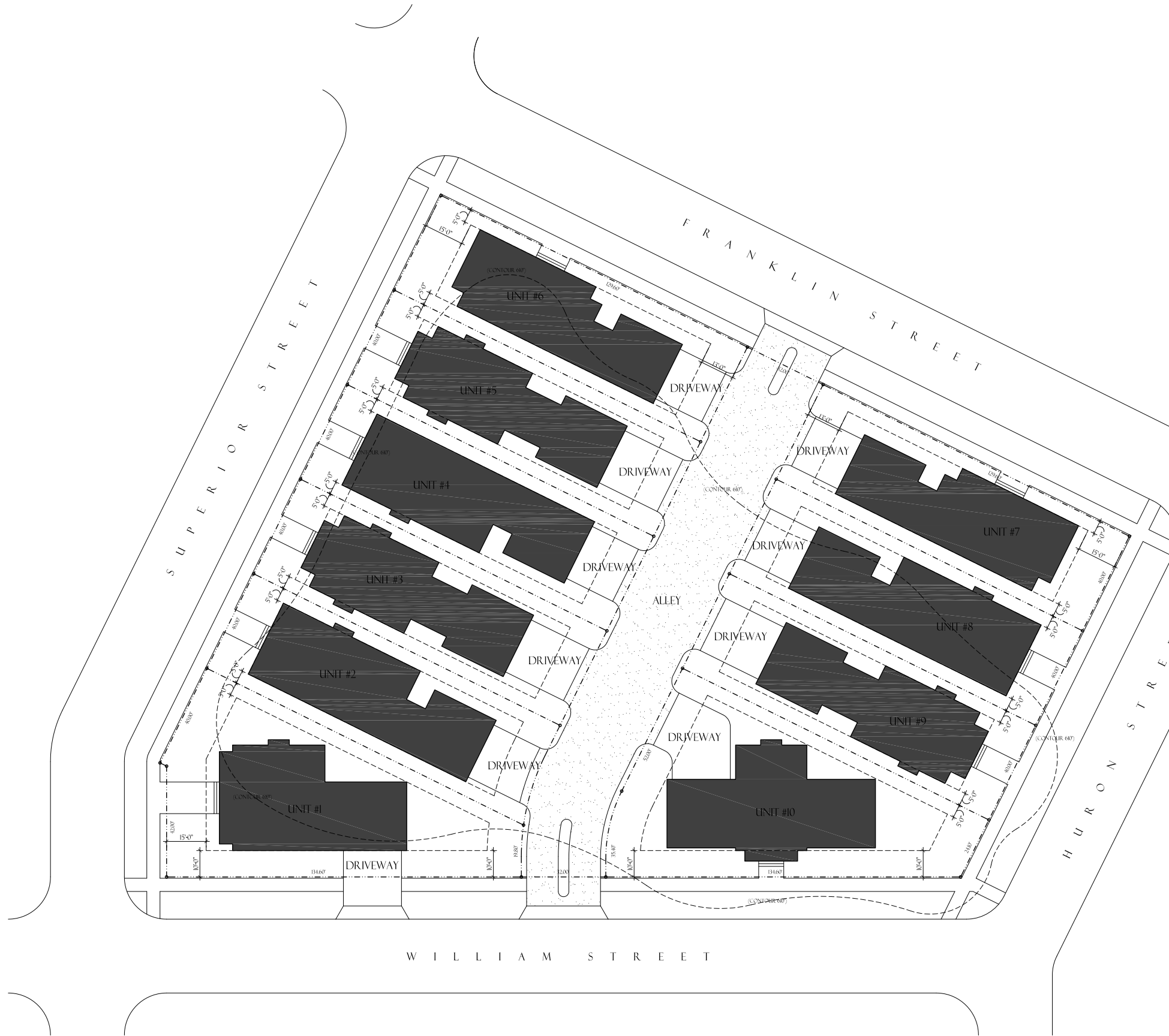
LOCATION MAP



OVERALL



ENLARGED



AREA TAKE-OFFS:  
RESIDENTIAL FOOTPRINT SITE AREA = 24,120 GSF  
GREEN SPACE/LANDSCAPE AREA = 25,915 GSF  
PAVING AREA = 11,600 GSF

GENERAL NOTES:  
1. ALL DIMENSIONS ARE APPROXIMATE AND WILL BE UPDATED IN THE PRECISE IMPLEMENTATION PLAN.  
2. ALL UTILITY DESIGN TO BE PROVIDED IN THE PRECISE IMPLEMENTATION PLAN.  
3. SEE APPLICATION AND OUTLINE LETTER FOR ADDITIONAL INFORMATION.

1 GENERAL DEVELOPMENT PLAN  
SCALE: 1" = 20'-0"



NOTICE OF PUBLIC MEETING  
CITY PLAN COMMISSION  
CITY OF DE PERE

FEBRUARY 23, 1988  
7:30 P.M.  
COUNCIL CHAMBERS, SECOND FLOOR  
CITY HALL  
335 SOUTH BROADWAY STREET  
DE PERE, WISCONSIN 54115

Agenda For Said Meeting:

1. Minutes of the January 26, 1988 meeting.
2. Consideration of rezoning the Irwin School Site from R-2, One and Two-family Residential, to PDD, Planned Development District, and a general development plan for professional offices use of the site.
3. Approval of the preliminary plat of Port Fox Subdivision located at 2101 Lost Dauphin Road.
4. Request of Roy Ambrosius to appear before the Plan Commission for a Planned Development District preliminary consultation of a development concept for property at Fulton Street and Front Street.
5. Any other matters allowed by law.
6. Adjourn.

THIS NOTICE IS BEING SUBMITTED PURSUANT TO GUIDELINES PRESENTED IN WISCONSIN STATUTES 19.84.

Dennis Russell  
Director of Planning and  
Economic Development

Agenda Sent To:

Commission Members  
Mayor  
Alderspersons  
Department Heads  
East Side Business Association  
West Side Business &  
Professional Association  
Brown County Library, De Pere Branch  
Mr. Roy Ambrosius

Ms. Marge Blondheim  
Mr. Mark Hruby  
Mr. Stephen L. Seidl  
Mr. Alan Matzke  
Mr. Bernie Watermolen  
De Pere Journal  
Green Bay Press-Gazette  
Green Bay News-Chronicle  
TV & Radio Stations

1 FEB 23, 88

ITEM #2. Consideration of rezoning the Irwin School Site from R-2, One and Two-family Residential, to PDD, Planned Development District, and a general development plan for professional offices use of the site.

Staff review of general development plan for Irwin School site.

A copy of the general development plan was distributed to each member of the Plan Commission on Monday evening, February 22, 1988. Due to the late arrival of the information, there was insufficient time to include a review of the plan for submittal to the Commissioners at the same time.

Staff review of this general development plan is limited to the information presented by the petitioner on February 22, 1988.

Staff analysis is of how the plan visually and functionally affects the surrounding neighborhood with the objective being to minimize negative effects on the surrounding neighborhood.

Windows of the building are proposed to be replaced and reduced with architectural panels. The quality and architectural compatability of this concept had been questioned by Commissioners in the past. However, no details are offered.

All traffic, both pedestrian and automobile, is directed to the east side of the building which will become the main entrance. This facilitates internal use of the building and keeps all automobiles on site. No off street parking would be needed. It is suggested that no parking signs be installed on the perimeter of the site to further reinforce this objective.

The design of the facade of the building facing east has not been shown. Commissioners may be interested in assurances that it is tastefully and appropriately done.

Note removal of the entrance sidewalk, placement of flagpoles and a patio area at the former entrance. Also note a 8 foot landscaping border around the parking lot.

Signage, as proposed, should be examined more closely before approval. Is it lit? What size?

The entrance to the parking lot is not typical. Staff suggests a typical 2-way drive of 24 foot width as per code, with the entrance sign at the west side behind the sidewalk.

-2-

## Permitted Uses:

Use of the building and premises at 428 N. Superior Street shall be limited to business offices and professional offices where the predominant manner of conducting business is via mail or telecommunications and the direct contact with clients on premises is incidental to the normal conduct of business or is of such frequency so as not to be disruptive to the residential quality and character of the surrounding neighborhood.

## Parking:

NO  
RETAIL

Parking can be the controlling factor with respect to density of level of activity on the site. This block, if developed to its maximum allowable residential density, would have 12 dwelling units. This translates to approximately 100 trips per day by car (8-10 trips per dwelling unit per day). Working backwards to an office building, 100 trips per day equates to an office building of 10,000 sq.ft. GLA (gross leasable area) (1,000 s.f. GLA = 10 trips per day). An office building is required to have one parking space for each 250 square feet of total area by code. A typical office is 80% gross leasable. Ten thousand (10,000) square feet GLA is 80% of a 12,500 square foot building. This equates to a minimum of 50 parking spaces. Allowing a 10% increase for market conditions, a 55 car parking lot is the maximum that should be allowed for this parcel. It is suggested that the parking area be reduced by 15 spaces for Phase I to 55 stalls.

A future building is shown. No schedule is offered as to when it would be constructed. Staff suggests that it be critically reviewed at the time of submittal with respect to impacts of Phase I on the surrounding neighborhood before it is approved.



M E M O R A N D U M

TO: Mayor Robert P. De Groot  
Members of the Common Council

FROM: Richard J. Dietz, City Attorney

RE: Recommendation of the Plan Commission  
Planned Development District  
Property located at 428 N. Superior Street

DATE: March 1, 1988

The Council agenda includes a recommendation from the City Plan Commission with respect to scheduling of a public hearing for the rezoning of the Irwin School site property to Planned Development District. The Plan Commission recommended that the General Development Plan be approved as submitted, subject to the insertion of a limiting condition on the permitted uses. The language of that Plan Commission recommendation has been referred to my office for review.

On the basis of my understanding of the concerns expressed at the Plan Commission, I would recommend that the Plan Commission recommendation be amended by inserting the following language in place of the language contained in the original recommendation:

Permitted Uses: Use of the building and premises at 428 N. Superior Street shall be limited to business offices or professional offices which do not engage in either retail or wholesale sale of merchandise or goods to the general public and whose customers or clients are usually and customarily accommodated by the use of scheduled appointments so that the frequency of customer or client traffic does not become a source of disruption to the residential quality or character of the surrounding neighborhood, or, business offices or professional offices where the predominant method of conducting business is by means of mail, telecommunications, or off-site contact or consultation with customers or clients.

RJD

:ja

## City of De Pere, Wisconsin

**Request For Plan Commission Action**

---

**MEETING DATE:** May 26, 2015

**DEPARTMENT:** Planning

**FROM:** Ken Pabich

**SUBJECT:** Review the CSM Application for a two lot CSM on the south end of American Boulevard parcel WD-L492-B. Surveyor: Mau & Associates.\*

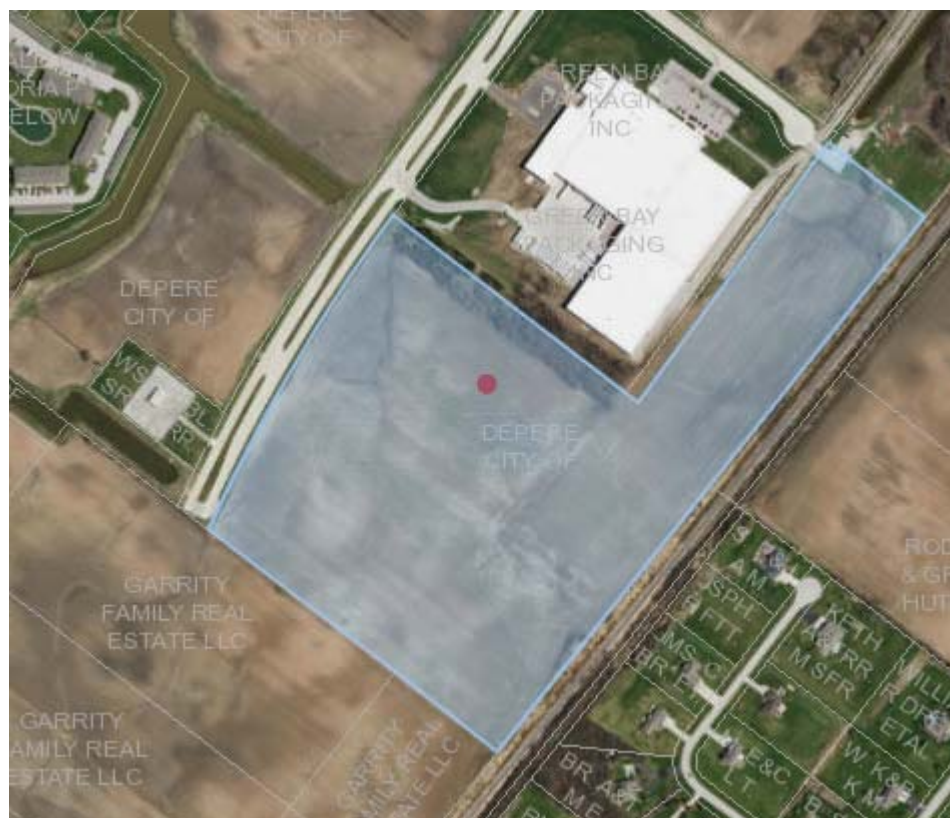
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**ATTACHMENTS:**

- PC\_Staff\_May26\_CSM\_WD-L492-B (PDF)
- PC\_CSM\_WD-L492-B (PDF)

**Item #6: Review the CSM Application for a two lot CSM on the south end of American Boulevard parcel WD-L492-B. Surveyor: Mau & Associates.\***

WD-L492-B is being divided into two lots. Lot 1 is 20.82 acres and lot 2 is 19.62 acres. Lot 1 will be sold to Green Bay Packaging for future growth and lot 2 will continue to be marketed by the City. Lot 1 would have access from American Boulevard. Lot 2 will most likely still be divided as needed.



**Figure 1. Location of proposed CSM.**

**Recommendation**

Staff would recommend approval of the CSM, and that the CSM be forwarded to the Common Council for approval.



# CITY OF DE PERE

## APPLICATION FOR CSM REVIEW

**Fee:** \$ 300.00

Receipt #: \_\_\_\_\_

Date: 5-26-2015

Please print or type using black ink for duplicating purposes.

**A. Property Owner:** Name: City of De Pere - Ken Pabich

Mailing Address: 335 S Broadway De Pere, WI 54115

Phone: 339-4043 Fax #: \_\_\_\_\_

Email: kpabich@mail.de-pere.org

I hereby appoint the following as my agent for purposes of this application:

**Agent:**

Name: Mau & Associates - Steve Bieda

Mailing Address: 400 Security Blvd Green Bay, WI 54313

Phone: 920-434-9670 Fax #: 920-434-9672

Email: sbieda@mau-associates.com

**B. Property Information**

Address/Location of Property: American Blvd, Section 6, T22N-R20E

Parcel #: WD-L492-B

**NOTE:** Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

A CSM Review is requested as authorized by the De Pere Municipal Code, Chapter 46.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ken Pabich, City of De Pere

\_\_\_\_\_  
Agent Signature

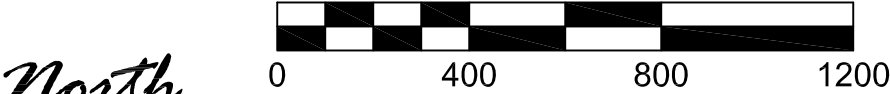
\_\_\_\_\_  
Date

Attachment: PC\_CSM\_WD-L492-B (3461 : 6. City CSM - l492-b)



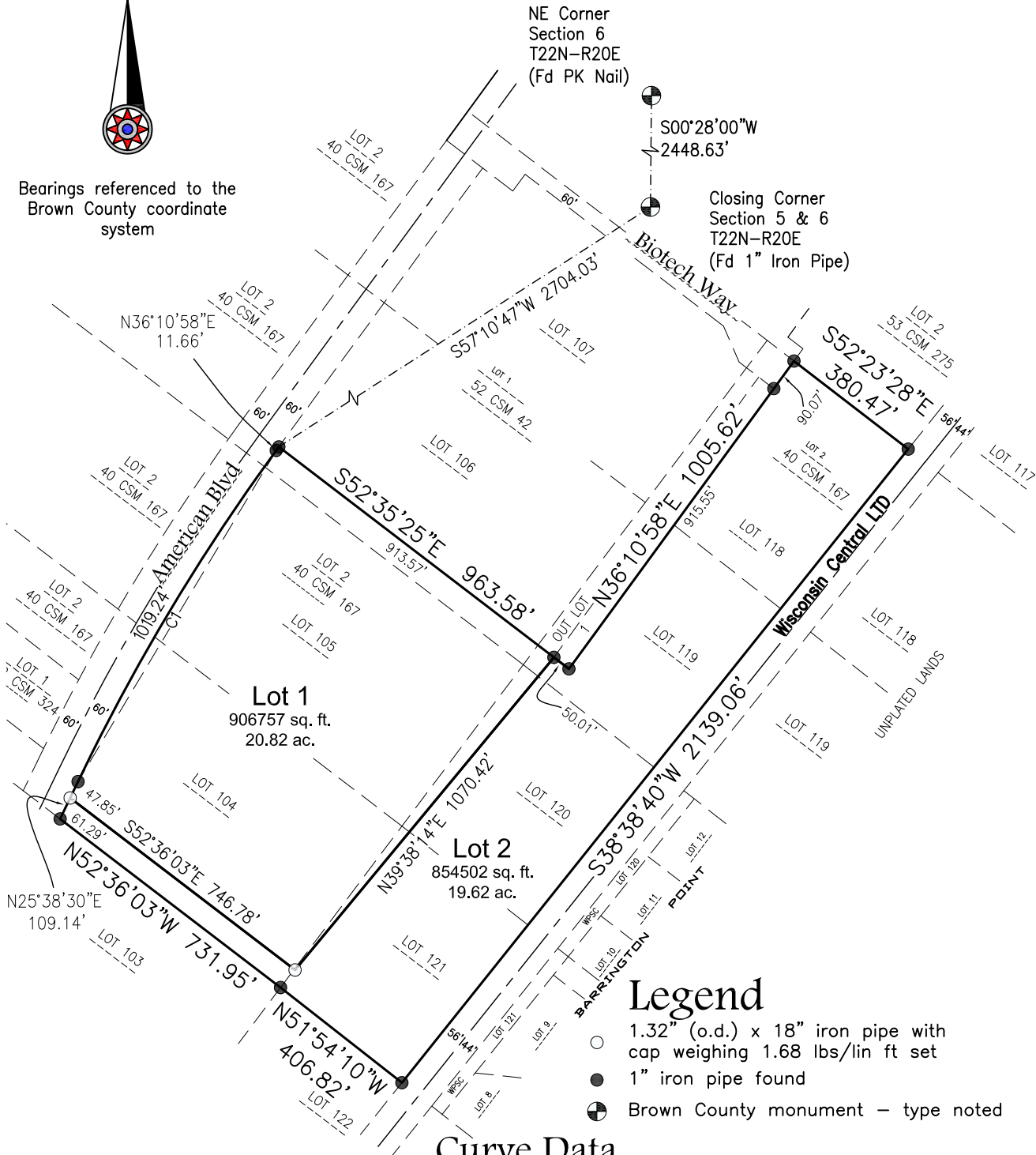
# Certified Survey Map

Part of Lot 2 of the recorded Volume 40, Certified Survey Maps, page 167, Map No. 6087, Doc. No. 1740762, Brown County Records being part of lots 104, 105, 106, 118, 119, 120 and 121 of Williams Grant Subdivision (Volume 6 Plats Page 13, Brown County Records). City of De Pere, Brown County, Wisconsin



*North*

Bearings referenced to the Brown County coordinate system



## Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊙ Brown County monument – type noted

## Curve Data

| CURVE | ARC LENGTH | RADIUS   | CHORD LENGTH | CHORD BEARING | CENTRAL ANGLE |
|-------|------------|----------|--------------|---------------|---------------|
| CURVE | 1019.24'   | 5540.00' | 1017.81'     | N30°54'44"E   | 10°32'28"     |

Scale: 1" = 400'      Date 5/20/2015

Client: Client Name  
Tax Parcel: WD-L492-B  
Drafted By: JRW  
File: Border CSM 021213.dwg

**Mau & Associates**  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Fax: 920-434-9672

Sheet One of Two  
Project No.: R-17606  
Drawing No.: L-9237

Attachment: PC\_CSM\_WD-L492-B (3461 : 6. City CSM - L492-b)





SURVEYOR’S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, S–2275, do hereby certify that I have surveyed, divided and mapped Part of Lot 2 of the recorded Volume 40 Certified Survey Maps page 167, Map No. 6087, Doc. No. 1740762, Brown County Records, being part of lots 104, 105, 106, 118, 119, 120 and 121 of Williams Grant Subdivision (Volume 6 Plats Page 13) Brown County Records. City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Closing Corner of Section 5 and 6, T22N–R20E; thence S57°10’47”W, 2704.03 feet to the Southwest corner of Volume 52 Certified Survey Map page 42 Map # 7575, Doc. #2282341, Brown County Records and the point of beginning; thence S52°35’25”E, 963.58 feet along said South line; thence N36°10’58”E, 1005.62 feet along the East line and it’s extension of said Certified Survey Map to the East right of way of Biotech Way; thence S52°23’28”E 380.47 feet to the West right of way of the Wisconsin Central LTD, thence S38°38’40”W 2139.06 feet along said right of way to the Southeast corner of Certified Survey Map #6087, Thence N51°54’10”W 406.82 feet along the South line of said Certified Survey Map, thence N52°36’03”W 731.95 feet along the South line of said Certified Survey Map to the Easterly Right of Way American Boulevard, Thence N25°38’30”E 109.14 feet along said right of way, thence 1019.24 along the arc of a 5540.00 foot radius curve to the right whose long chord bears N30°54’44”E 1017.81 feet, thence N36°10’58”E 11.66 feet to the point of beginning

Parcel contains 1,761,259 square feet / 40.44 acres more or less.  
Parcel subject to any easements and restrictions of record.

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

CERTIFICATE OF THE CITY OF DE PERE

Approved for the City of DePere this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Ken Pabich  
Director of Planning

\_\_\_\_\_  
Steven M. Bieda S–2275  
May 20, 2015

TREASURER’S CERTIFICATE

As duly elected City of De Pere Treasurer and Brown County Treasurer, We hereby certify that the records in our office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

\_\_\_\_\_  
Shana L. Defner Date  
City of De Pere Treasurer

\_\_\_\_\_  
Paul D. Zeller Date  
Brown County Treasurer

RESTRICTIVE COVENANTS

- 1) The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
- 2) Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
- 3) No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.



Sheet Two of Two  
Project No.: R-17606  
Drawing No.: L-9237

Attachment: PC\_CSM\_WD-L492-B (3461 : 6. City CSM - l492-b)

**City of De Pere, Wisconsin****Request For Plan Commission Action**

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**MEETING DATE:** May 26, 2015

**DEPARTMENT:** Planning

**FROM:** Ken Pabich

**SUBJECT:** Review the CSM Application which divides WD-1377 into two and combines them with neighboring parcels on American Boulevard. Surveyor: Mau & Associates.\*

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**ATTACHMENTS:**

- PC\_Staff\_May26\_CSM\_WD-1377 (PDF)
- PC\_WD-1377\_TE (PDF)
- PC\_WD-1377\_Frigo (PDF)

**Item #7: Review the CSM Application which divides WD-1377 into two and combines them with neighboring parcels on American Boulevard. Surveyor: Mau & Associates.\***

WD-1377 is being divided between Total Energy Systems and Forte Composites for future growth. The parcel must be divided and then the pieces are added to the respective properties through individual CSMs. The CSM for Total Energy Systems creates a lot of 4.26 acres. The CSM for Forte Composites creates a lot of 2.28 acres.



Figure 1. Location of proposed CSM.

**Recommendation**

Staff would recommend approval of the CSM, and that the CSM be forwarded to the Common Council for approval.

Attachment: PC\_Staff\_May26\_CSM\_WD-1377 (3462 : 7 CSM WD-1377)



# CITY OF DE PERE

## APPLICATION FOR CSM REVIEW

**Fee:** \$ 300.00

Receipt #: \_\_\_\_\_

Date: 5-26-2015

Please print or type using black ink for duplicating purposes.

**A. Property Owner:** Name: Nicolet Real Estate & Investment Corporation

Mailing Address: 200 South Washington St #305 Green Bay, Wi 54301

Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

I hereby appoint the following as my agent for purposes of this application:

**Agent:**

Name: Mau & Associates - Steve Bieda

Mailing Address: 400 Security Blvd Green Bay, Wi 54313

Phone: 920-434-9670 Fax #: 920-434-9672

Email: sbieda@mau-associates.com

**B. Property Information**

Address/Location of Property: 2211 American Blvd, Section 6, T22N-R20E

Parcel #: WD-1375 and part of WD-1377

**NOTE:** Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

A CSM Review is requested as authorized by the De Pere Municipal Code, Chapter 46.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ken Pabich, City of De Pere

\_\_\_\_\_  
Agent Signature

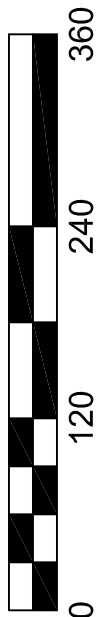
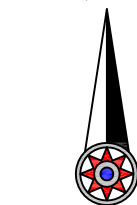
\_\_\_\_\_  
Date



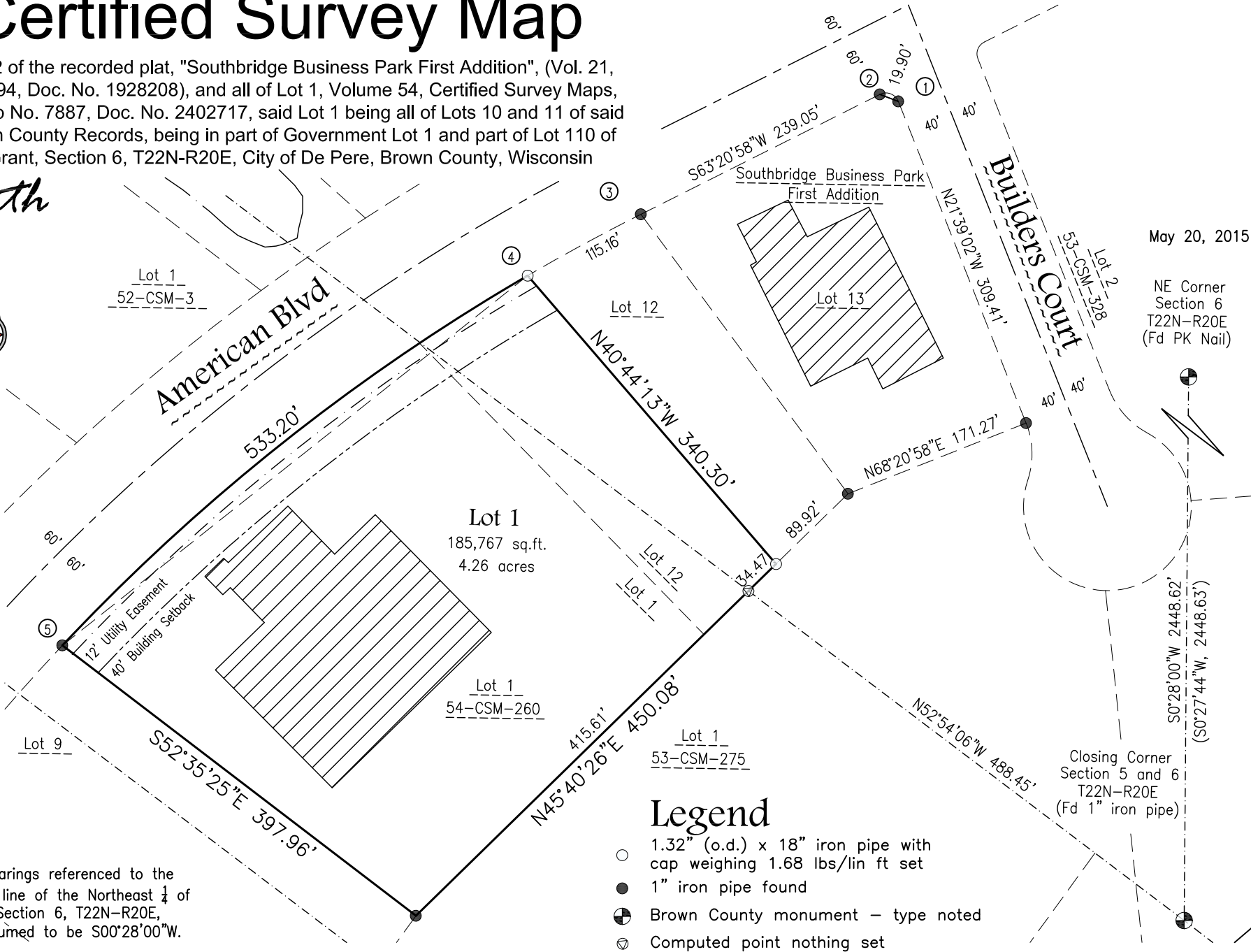
# Certified Survey Map

Part of Lot 12 of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), and all of Lot 1, Volume 54, Certified Survey Maps, page 260, Map No. 7887, Doc. No. 2402717, said Lot 1 being all of Lots 10 and 11 of said plat, all Brown County Records, being in part of Government Lot 1 and part of Lot 110 of Williams Grant, Section 6, T22N-R20E, City of De Pere, Brown County, Wisconsin

North



Bearings referenced to the East line of the Northeast  $\frac{1}{4}$  of Section 6, T22N-R20E, assumed to be S00°28'00"W.



## Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊕ Brown County monument – type noted
- ⊙ Computed point nothing set

May 20, 2015

NE Corner  
Section 6  
T22N-R20E  
(Fd PK Nail)

Scale: 1" = 120'

Client: City of De Pere

Tax Parcel: WD-1375, WD-1377

Drafted By: JMB

File: D-6015CSM 2211 052015.dwg

**Mau & Associates**

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Fax: 920-434-9672

Sheet One of Three

Project No.: D-6015

Drawing No.: L-9232





SURVEYOR’S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, S–2275, do hereby certify that I have surveyed, divided and mapped part of Lot 12 and all of Lot 13 of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), Brown County Records, being in part of Government Lot 1, Section 6, T22N–R20E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Closing Corner of Section 5 and 6, T22N–R20E; thence N52°54’06"W, 488.45 feet to the South line of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208, Brown County Records); thence N45°40’26"E, 34.47 feet along said South line to the point of beginning; thence N45°40’26"E, 89.92 feet along said South line; thence N68°20’58"E, 171.27 feet along the South line of said Plat to the West right of way of Builders Court; thence N21°39’02"W, 309.41 feet along said West right of way; thence 19.90 feet along the arc of a 12.00 foot radius curve to the left whose long chord bears N69°09’02"W, 17.69 feet; thence S63°20’58"W, 239.05 feet along the North line of said plat and the South right of way of American Blvd; thence 115.16 feet along said South right of way being the arc of a 1850.00 foot curve to the left whose long chord bears S61°33’58"W, 115.14 feet; thence S40°44’13"E, 340.30 feet to said South line and the point of beginning.

Parcel contains 99,264 square feet / 2.28 acres more or less.  
Parcel subject to any easements and restrictions of record.

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

CERTIFICATE OF THE CITY OF DE PERE

Approved for the City of DePere this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Ken Pabich  
Director of Planning

\_\_\_\_\_  
Steven M. Bieda                      S–2275  
May 20, 2015

TREASURER’S CERTIFICATE

As duly elected City of De Pere Treasurer and Brown County Treasurer, We hereby certify that the records in our office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

\_\_\_\_\_  
Shana L. Defner                      Date  
City of De Pere Treasurer

\_\_\_\_\_  
Paul D. Zeller                      Date  
Brown County Treasurer

RESTRICTIVE COVENANTS

- 1) The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
- 2) Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
- 3) No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Curve Data

| CURVE | ARC LENGTH | RADIUS  | CHORD LENGTH | CHORD BEARING | CENTRAL ANGLE | TANGENT BEARING |
|-------|------------|---------|--------------|---------------|---------------|-----------------|
| 1–2   | 19.90      | 12.00   | 17.69        | N69°09’02"W   | 95°00’00"     | –               |
| 3–4   | 115.16     | 1850.00 | 115.14       | S61°33’58"W   | 3°34’00"      | S59°46’58"W     |



Sheet Two of Three  
Project No.: D-6015  
Drawing No.: L-9234

Attachment: PC\_WD-1377\_TE (3462 : 7 CSM WD-1377)

Nicolet Real Estate & Investment Corporation, a Wisconsin corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that I caused the land described and easements granted on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. Nicolet Real Estate & Investment Corporation, also certifies that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

CITY OF DE PERE

In Witness Whereof, the said Nicolet Real Estate & Investment Corporation, has caused these presents to be signed by \_\_\_\_\_, it's \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named officer of said corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public  
Brown County, Wisconsin

My Commission Expires \_\_\_\_\_

STATE OF WISCONSIN ]  
COUNTY OF BROWN ] SS

CERTIFICATE OF CORPORATE MORTGAGEE

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map and does hereby consent to the above certificate of \_\_\_\_\_, Owner(s).

IN WITNESS WHEREOF, \_\_\_\_\_ has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_ and countersigned by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Notary Public  
Brown County, Wisconsin

My Commission Expires \_\_\_\_\_

STATE OF WISCONSIN ]  
COUNTY OF BROWN ] SS

*Office of the Register of Deeds  
Brown County, Wisconsin*

Received for Record \_\_\_\_\_, 20 \_\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M and recorded as  
Document # \_\_\_\_\_ in  
Volume \_\_\_\_\_ of \_\_\_\_\_ on Page \_\_\_\_\_.

*Cathy Williquette Lindsay, Register of Deeds*

Sheet Three of Three  
Project No.: D-6015  
Drawing No.: L-9232

Attachment: PC\_WD-1377\_TE (3462 : 7 CSM WD-1377)



# CITY OF DE PERE

## APPLICATION FOR CSM REVIEW

**Fee:** \$ 300.00

Receipt #: \_\_\_\_\_

Date: 5-26-2015

Please print or type using black ink for duplicating purposes.

**A. Property Owner:** Name: Frigo Enterprises LLC

Mailing Address: 2449 Skyline Oaks Drive De Pere, WI 54115

Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

I hereby appoint the following as my agent for purposes of this application:

**Agent:**

Name: Mau & Associates - Steve Bieda

Mailing Address: 400 Security Blvd Green Bay, WI 54313

Phone: 920-434-9670 Fax #: 920-434-9672

Email: sbieda@mau-associates.com

**B. Property Information**

Address/Location of Property: 2201 American Blvd, Section 6, T22N-R20E

Parcel #: WD-1378 and part of WD-1377

**NOTE:** Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

A CSM Review is requested as authorized by the De Pere Municipal Code, Chapter 46.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

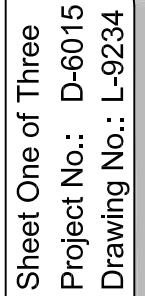
\_\_\_\_\_  
Ken Pabich, City of De Pere

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date



Part of Lot 12 and all of Lot 13 of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), Brown County Records, being in part of Government Lot 1, Section 6, T22N-R20E, City of De Pere, Brown County, Wisconsin



May 20, 2015

NE Corner  
Section 6  
T22N-R20E  
(Fd PK Nail)

Scale: 1" = 120'

***Mau & Associates***  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Fax: 920-434-9672

**Client:** City of De Pere  
**Tax Parcel:** WD-1377, WD-1378  
**Drafted By:** JMB  
**File:** D-6015CSM 2201 052015.dwg

## Legend

- ☐ 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- ☒ 1" iron pipe found
- ☐ Brown County monument – type noted
- ☐ Computed point nothing set



SURVEYOR’S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, S–2275, do hereby certify that I have surveyed, divided and mapped part of Lot 12 and all of Lot 13 of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), Brown County Records, being in part of Government Lot 1, Section 6, T22N–R20E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

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CERTIFICATE OF THE CITY OF DE PERE

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\_\_\_\_\_  
Ken Pabich  
Director of Planning

\_\_\_\_\_  
Steven M. Bieda                      S–2275  
May 20, 2015

TREASURER’S CERTIFICATE

As duly elected City of De Pere Treasurer and Brown County Treasurer, We hereby certify that the records in our office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

\_\_\_\_\_  
Shana L. Defner                      Date  
City of De Pere Treasurer

\_\_\_\_\_  
Paul D. Zeller                      Date  
Brown County Treasurer

RESTRICTIVE COVENANTS

- 1) The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
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|-------|------------|---------|--------------|---------------|---------------|-----------------|
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| 3–4   | 115.16     | 1850.00 | 115.14       | S61°33’58"W   | 3°34’00"      | S59°46’58"W     |



Sheet Two of Three  
Project No.: D-6015  
Drawing No.: L-9234

Attachment: PC\_WD-1377\_Frigo (3462 : 7 CSM WD-1377)



Frigo Enterprises LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said limited liability company caused the easements to be granted and the land on this Certified Survey Map to be surveyed, divided, dedicated, and mapped as represented hereon. Frigo Enterprises LLC also certifies that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

In Witness Whereof, the said Frigo Enterprises LLC, has caused these presents to be signed by \_\_\_\_\_, it's \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named officer of said corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

My Commission Expires \_\_\_\_\_

STATE OF WISCONSIN ]  
COUNTY OF BROWN ] SS

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map and does hereby consent to the above certificate of \_\_\_\_\_, Owner(s).

IN WITNESS WHEREOF, \_\_\_\_\_ has caused these presents to be signed by \_\_\_\_\_, its  
\_\_\_\_\_, and countersigned by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_

STATE OF WISCONSIN ]  
COUNTY OF BROWN ] SS

*Office of the Register of Deeds  
Brown County, Wisconsin*

Received for Record \_\_\_\_\_, 20 \_\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M and recorded as  
Document # \_\_\_\_\_ in  
Volume \_\_\_\_\_ of \_\_\_\_\_ on Page \_\_\_\_\_.

*Cathy Williquette Lindsay, Register of Deeds*

Sheet Three of Three  
Project No.: D-6015  
Drawing No.: L-9234

## City of De Pere, Wisconsin

**Request For Plan Commission Action**

---

**MEETING DATE:** May 26, 2015

**DEPARTMENT:** Planning

**FROM:** Ken Pabich

**SUBJECT:** Review the CSM Application for a two lot CSM on the north west corner of American Boulevard and Southbridge Road parcel WD-L179-1. Surveyor: Mau & Associates.\*

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**ATTACHMENTS:**

- PC\_Staff\_May26\_CSM\_WD-L179-1 (PDF)
- PC\_CSM\_L-179-1 (PDF)

**Item #8: Review the CSM Application for a two lot CSM on the north west corner of American Boulevard and Southbridge Road parcel WD-L179-1. Surveyor: Mau & Associates.\***

WD-L179-1 is being divided into two lots. Lot 1 is 1.72 acres and lot 2 is 1.53 acres. Lot 1 will be the future home of Machine Plus and lot 2 will continue to be marketed by the City. Access for both lots will be provided from American Boulevard.



**Figure 1. Location of proposed CSM.**

**Recommendation**

Staff would recommend approval of the CSM, and that the CSM be forwarded to the Common Council for approval.



# CITY OF DE PERE

## APPLICATION FOR CSM REVIEW

**Fee:** \$ 300.00

Receipt #: \_\_\_\_\_

Date: 5-23-2015

Please print or type using black ink for duplicating purposes.

**A. Property Owner:** Name: City of De Pere - Ken Pabich

Mailing Address: 335 S Broadway De Pere, WI 54115

Phone: 339-4043 Fax #: \_\_\_\_\_

Email: kpabich@mail.de-pere.org

I hereby appoint the following as my agent for purposes of this application:

**Agent:**

Name: Mau & Associates - Steve Bieda

Mailing Address: 400 Security Blvd Green Bay, WI 54313

Phone: 920-434-9670 Fax #: 920-434-9672

Email: sbieda@mau-associates.com

**B. Property Information**

Address/Location of Property: 1400 Block Southbridge Road, Section 5, T22N-R20E

Parcel #: WD-L179-1

**NOTE:** Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

A CSM Review is requested as authorized by the De Pere Municipal Code, Chapter 46.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ken Pabich, City of De Pere

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date

Attachment: PC\_CSM\_L-179-1 (3463 : 8. CSM WD-L179-1)

All of Lot 1, Volume 47, Certified Survey Maps, Page 64, Map No. 6967, Document No. 2086618, Brown County Records, being part of the Northwest 1/4 of the Northwest 1/4 of Section 5, T22N-R20E, City of DePere, Brown County, Wisconsin.



- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊗ Brown County monument – type noted
- ( ) recorded as bearing / distance

Bearings referenced to the  
West line of the Northwest  $\frac{1}{4}$   
of Section 5, T22N-R20E,  
assumed to be S0°27'44"W



| CURVE | ARC LENGTH | RADIUS | CHORD LENGTH | CHORD BEARING | CENTRAL ANGLE |
|-------|------------|--------|--------------|---------------|---------------|
| 1-2   | 17.80      | 12.00  | 16.21        | N35°08'56"E   | 84°59'44"     |
| 3-4   | 108.97     | 799.30 | 108.97       | N3°26'36"W    | 7°48'40"      |

Sheet One of Three  
Project No.: H-8602  
Drawing No.: L-9230





SURVEYOR’S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS–2275, do hereby certify that I have surveyed, divided and mapped All of Lot 1, Volume 47, Certified Survey Maps, Page 64, Map No. 6967, Document No. 2086618, Brown County Records, being part of the Northwest 1/4 of the Northwest 1/4 of Section 5, T22N–R20E, City of DePere, Brown County, Wisconsin.

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

-----  
Steven M. Bieda                      PLS–2275  
May 19, 2015

RESTRICTIVE COVENANTS

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

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

Attachment: PC\_CSM\_L-179-1 (3463 : 8. CSM WD-L179-1)





OWNER’S CERTIFICATE

As Owners, we hereby certify that I caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented hereon. We also certify that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

CITY OF DE PERE, WISCONSIN DE PERE REDEVELOPMENT AUTHORITY

Michael Walsh Mayor Ted Penn

Attest: Shana L. Defnet Clerk-Treasurer

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

Notary Public My Commission Expires \_\_\_\_\_ Brown County, Wisconsin

STATE OF WISCONSIN ] ] SS COUNTY OF BROWN ]

Attachment: PC\_CSM\_L-179-1 (3463 : 8. CSM WD-L179-1)

CERTIFICATE OF THE CITY OF DE PERE

Approved for the City of DePere this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Ken Pabich Director of Planning

Office of the Register of Deeds  
Brown County, Wisconsin

Received for Record \_\_\_\_\_, 20\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_ M and recorded as  
Document # \_\_\_\_\_ in  
Volume \_\_\_\_\_ of \_\_\_\_\_ on Page \_\_\_\_\_.

Cathy Williquette Lindsay, Register of Deeds



**City of De Pere, Wisconsin****Request For Plan Commission Action**

---

**MEETING DATE:** May 26, 2015

**DEPARTMENT:** Planning

**FROM:** Ken Pabich

**SUBJECT:** Review the CSM Application for an extraterritorial CSM for a 3 lot CSM and road dedication in the Town of Rockland. Surveyor: Zeitler.\*

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**ATTACHMENTS:**

- PC\_Staff\_May26\_ExtraCSM (PDF)
- PC\_ExtraCSM\_Cashman (PDF)

**Item #9: Review the CSM Application for an extraterritorial CSM for a 3 lot CSM and road dedication in the Town of Rockland. Surveyor: Zeitler.\***

Zeitler has completed a CSM with three lots on the north side of CTH W. The lots would be accessed by a new road dedication called Cashman Drive. Lot 1 is 13.146 acres, Lot 2 is 14.088 acres, and Lot 3 is 13.052 acres. The CSM does show all of the proper ESA's and setbacks. As a note in the Town of Rockland, the City land subdivision ordinance requires that lots that are created are a minimum of 10 acres.



Figure 1. Location of proposed CSM.

**Recommendation**

Staff would recommend approval of the CSM, and that the CSM be forwarded to the Common Council for approval. The CSM needs the following corrections:

1. CSM must meet the requirements specified by Brown County Planning.



## CITY OF DE PERE

APPLICATION FOR  
CSM REVIEW

Fee: \$ 330.00

Receipt #:

Date:

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

**SECTION 1: Applicant / Permittee Information**

|                                                                             |                                                       |                              |                          |
|-----------------------------------------------------------------------------|-------------------------------------------------------|------------------------------|--------------------------|
| Applicant Name (Ind., Org. or Entity)<br><i>John &amp; KATHY Schumacher</i> | Authorized Representative<br><i>STEVEN E ZEITLER</i>  | Title<br><i>SURVEYOR</i>     |                          |
| Mailing Address<br><i>247 MIRAMAR Drive</i>                                 | City<br><i>7410 HIDDEN VALLEY Rd<br/>MARIBEL, WIS</i> | State<br><i>WIS</i>          | ZIP Code<br><i>54227</i> |
| Email Address<br><i>Green Bay, Wis 54301</i>                                | Phone Number (incl. area code)<br><i>920-863-8411</i> | Fax Number (incl. area code) |                          |

**SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)**

|                                                       |                                |                              |                       |
|-------------------------------------------------------|--------------------------------|------------------------------|-----------------------|
| Name (Ind. Org. or Entity)<br><i>See ATTACHED CSM</i> | Contact Person<br><i>//</i>    | Title<br><i>//</i>           |                       |
| Mailing Address                                       | City<br><i>//</i>              | State<br><i>//</i>           | ZIP Code<br><i>//</i> |
| Email Address                                         | Phone Number (incl. area code) | Fax Number (incl. area code) |                       |

**SECTION 3: Project or Site Location**

|                                                                       |                                                    |
|-----------------------------------------------------------------------|----------------------------------------------------|
| Project Address/Description<br><i>Cashman Drive, See ATTACHED CSM</i> | Parcel No.<br><i>R-139<br/>R-139-1<br/>R-139-2</i> |
|-----------------------------------------------------------------------|----------------------------------------------------|

**SECTION 4: CSM Information**

|                        |                                     |
|------------------------|-------------------------------------|
| Existing Zoning:       | <i>ESTATE RESIDENTIAL</i>           |
| Present Use of Parcel: | <i>LOT 1 - HOMESITE (NEW HOUSE)</i> |
| Proposed Use of Lots:  | <i>LOT 2-3 Future HOMESITES</i>     |

Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City  
or if the property is located within the extraterritorial jurisdiction.

**SECTION 5: Certification and Permission**

**Certification:** I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

**Permission:** I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

|                                                                                   |                          |                                     |
|-----------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| Name of Owner/Authorized Representative (please print)<br><i>STEVEN E ZEITLER</i> | Title<br><i>SURVEYOR</i> | Phone Number<br><i>920-863-8411</i> |
| Signature of Applicant<br><i>Steven E Zeitler</i>                                 |                          | Date Signed<br><i>4/27/15</i>       |

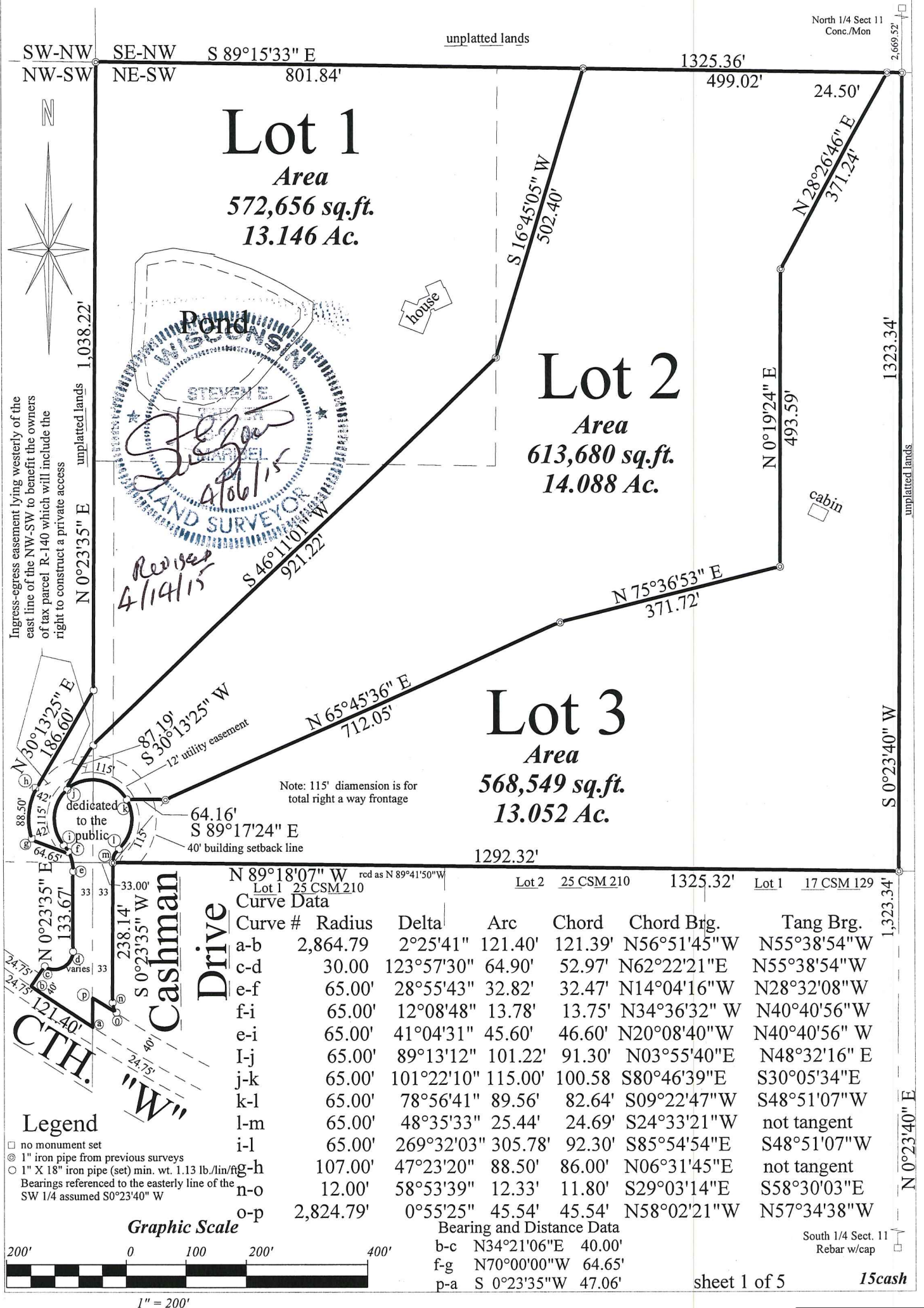
**TO BE COMPLETED BY CITY STAFF**

CSM Review authorized by the De Pere Municipal Code, Chapter 46.



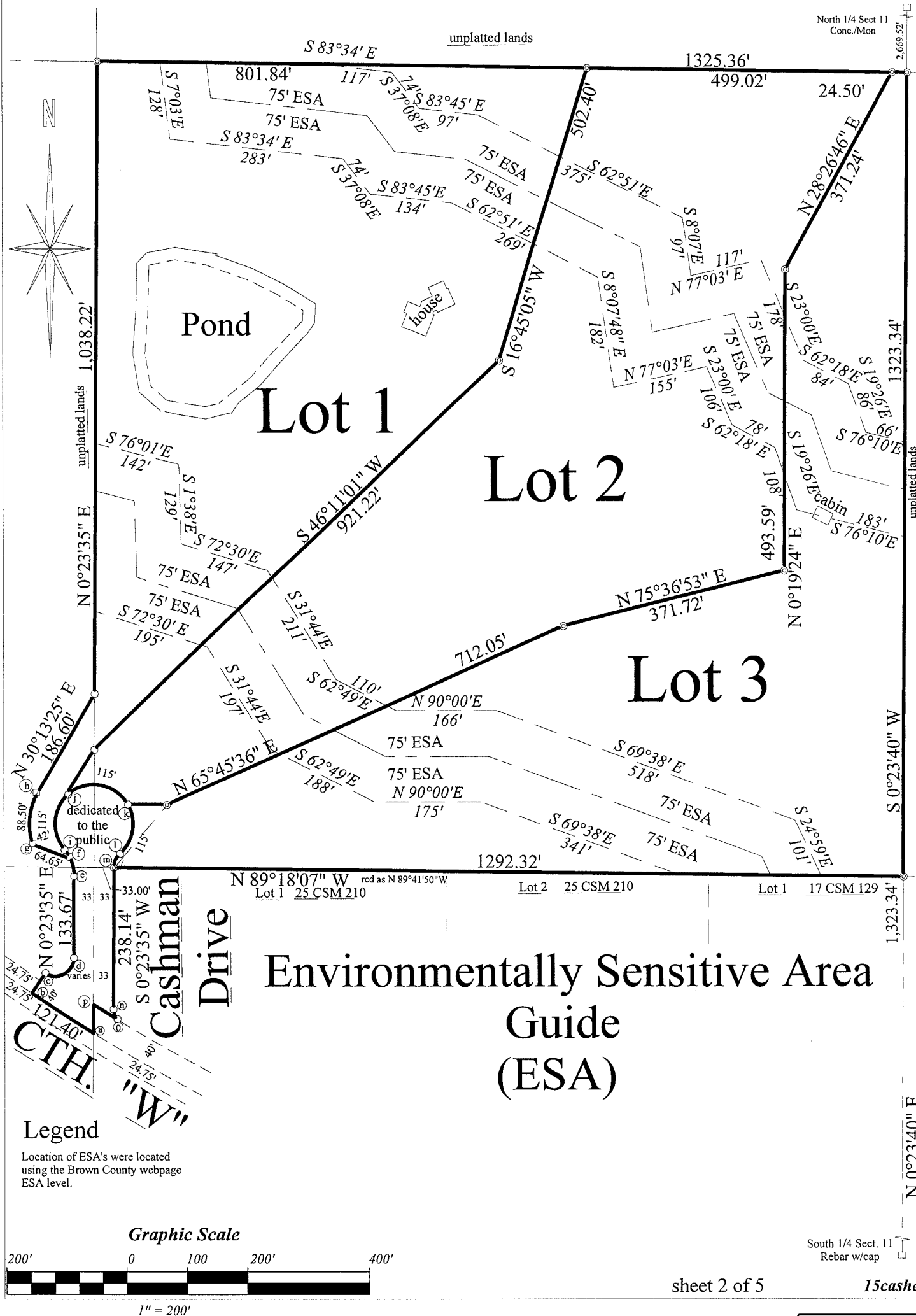
# CERTIFIED SURVEY MAP

PART OF THE SE-SW, NW-SW, SW-SW AND ALL OF THE NE-SW OF  
SECTION 11, T.22 N.- R.20 E. , TOWN OF ROCKLAND, BROWN COUNTY, WISCONSIN



# CERTIFIED SURVEY MAP

PART OF THE SE-SW, NW-SW, SW-SW AND ALL OF THE NE-SW OF  
SECTION 11, T.22 N.- R.20 E. , TOWN OF ROCKLAND, BROWN COUNTY, WISCONSIN



Attachment: PC\_ExtraCSM\_Cashman (3464 : 9. Extra CSM)

# CERTIFIED SURVEY MAP

PART OF THE SE-SW, NW-SW, SW-SW AND ALL OF THE NE-SW OF  
SECTION 11, T.22 N.- R.20 E. , TOWN OF ROCKLAND, BROWN COUNTY, WISCONSIN

## NOTE:

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in "Wisconsin Construction Site Best Management Practice Handbook" (Available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation related activities.

A Shoreland permit from the Brown County Zoning Administrator's Office is required for Lot 1, Lot 2 and Lot 3 prior to any construction, fill or grading activity within 300 feet of a stream.

## RESTRICTIVE COVENANTS:

1. The land on all lot lines shall be graded by the owner and maintained by abutting property owners to provide for adequate drainage of surface water.
2. Lot 1, Lot 2, and Lot 3 contain an Environmentally Sensitive Area (ESA) as defined in the Brown County Sewage Plan. The ESA includes navigable waterways and all land within 75 feet of the the ordinary high water mark of navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.



# CERTIFIED SURVEY MAP

PART OF THE SE-SW, NW-SW, SW-SW AND ALL OF THE NE-SW OF  
SECTION 11, T.22 N.- R.20 E. , TOWN OF ROCKLAND, BROWN COUNTY, WISCONSIN

## Surveyors Certificate:

I, Steven E. Zeitler, Registered Land Surveyor, do hereby certify that I have surveyed, divided, and mapped the land described hereon; that I have made such survey and map by the direction of the owners listed hereon; and that I have complied with the provisions of Chapter 236 Section 236.34 of the Wisconsin Statutes, the Town of Rockland, and the Brown County Planning Commission in surveying, dividing and mapping the hereon described parcel of land and that the map hereon is a true and correct representation of the surveyed division thereof..

Steven E. Zeitler RLS # 1749

Date

## DESCRIPTION:

Part of the Southwest 1/4 of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 and all of the Northeast 1/4 of the Southwest 1/4  
Section 11, T.22 N.- R.20 E., Town of Rockland, Brown County, Wisconsin  
described as;

Commencing at the South 1/4 Corner of Section 11; thence along the easterly line of the SW 1/4 North 00°23'40" East 1,323.34 feet

to the point of beginning;

thence North 89°18'07" West 1,325.32 feet; thence South 0°23'35" West 238.14 feet; thence 12.33 feet along the arc of a 12.00 foot radius curve to the left whose long chord bears South 29°03'14" East 11.80 feet to the northerly line of CTH. "W"; thence along said line 45.54 feet along the arc of a 2,824.79 foot radius curve to the right whose long chord bears North 58°02'21" West 45.54 feet; thence South 0°23'35" West 47.06 feet to the centerline of CTH. "W"; thence along said line 121.40 feet along the arc of a 2,864.79 foot radius curve to the right whose long chord bears North 56°51'45" West 121.39 feet; thence North 34°21'06" East 40.00 feet; thence 64.90 feet along the arc of a 30.00 foot radius whose long chord bears North 62°22'21" East 52.97 feet; thence North 0°23'35" East 133.67 feet; thence 32.82 feet along the arc of a 65.00 foot radius curve to the left whose long chord bears North 14°04'16" West 32.47 feet; thence North 70°00'00" West 64.65 feet; thence 88.50 feet along the arc of a 107.00 foot radius curve to the right whose long chord bears North 6°31'45" East 86.00 feet; thence North 30°13'25" East 186.60 feet; thence North 0°23'35" East 1,038.22 feet; thence South 89°15'33" East 1,325.36 feet; thence South 0°23'40" West 1,323.32 feet to the point of beginning.

## BROWN COUNTY TREASURER'S CERTIFICATE:

As duly elected Brown County Treasurer, I hereby certify that the records in our office shown no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

Paul D. Zeller

Brown County Treasurer

Date

# CERTIFIED SURVEY MAP

PART OF THE SE-SW, NW-SW, SW-SW AND ALL OF THE NE-SW OF  
SECTION 11, T.22 N.- R.20 E. , TOWN OF ROCKLAND, BROWN COUNTY, WISCONSIN

## OWNERS CERTIFICATE:

As owners, we hereby certify that we caused the land described on this map to be surveyed, combined, mapped, and dedicated as represented hereon; we also certify that this Certified Survey Map is required to be submitted to the Town of Rockland, and the Brown County Planning Commission, for approval or objection in accordance with current Land Subdivision Ordinances

David E. Marx

Susan Marx Moriarey

Tammy Marx Eckart

John M. Schumacher

Kathleen Ann Schumacher

Gary L. Lewis

Holly L. Lewis

DANIEL T. ARIENS AND JULIE A. ARIENS TRUST OF 2002

Daniel Ariens Trustee

Julie Ariens Trustee

Thomas J. Soderlund

Connie L. Soderlund

STATE OF WISCONSIN)

BROWN COUNTY )SS

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015 the above named owners, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\_\_\_\_ Notary Public

My commission expires

## TOWN OF ROCKLAND APPROVAL:

Approved by the Town of Rockland, Brown County  
Wisconsin, on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Jann Charette

Town Clerk

## BROWN COUNTY PLAN COMMISSION APPROVAL:

Approved by the Brown County Planning  
Commission this \_\_\_\_ day of \_\_\_\_\_, 2015.

Peter Schleinz

Senior Planner

sheet 5 of 5

for recording

Attachment: PC\_ExtraCSM\_Cashman (3464 : 9. Extra CSM)