



Meeting: Village Board
Meeting Date: 04/23/12
Agenda Item: #

Mission Statement

Delivering quality services in a courteous, cost-effective and efficient manner.

VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: Burt R. McIntyre, President
Village Board of Trustees

REVIEWED BY:

REPORT FROM: Michael J Kaster, PE, Director of Engineering

AGENDA ITEMS: Review and Take Action on Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements between the Village of Howard and Garot Development, LLC and Keith Garot for Plat of Spencer's Crossing 1st Addition.

POLICY ISSUE

1. Should the Village Board approve the Agreement Waiving Notice and Agreeing to Special Assessments (aka. Development Agreement)?

BACKGROUND INFORMATION

The Village Board approved preliminary resolution 2011-23 on September 26, 2011 declaring the intent to levy special assessments. In accordance with the resolution, staff has prepared plans, specifications, estimates, and a schedule of assessments in accordance with Village Policy and State Statutes and called for a public hearing.

At the time of the Preliminary Resolution, it was requested that the Village install utility and roadway improvements for approximately 20 lots in the future Spencers Crossing 1st addition subdivision. That request has been revised down to 13 lots for overall cost and cost per lot reasons. The current economic conditions have created an unwillingness for lending institutions to advance letters of credit to fund private developments in Northeast Wisconsin and nationwide. Thus Mr. Garot has also requested that the Village finance the construction improvements until the lots can be sold at which time the improvement costs would be repaid. The Village is desirous of encouraging continued growth to expand its tax base, attract additional business activity within the Village, and increase tax revenues. An additional advantage would be that the Village would earn a greater interest rate on monies that would otherwise remain lower interest account. Of course a greater rate of return comes with some risk.

The proposed Development Agreement includes definitive assessment terms including a maximum repayment term of 3 years with an interest rate of 6.25% beginning at the time the assessments are levied. The cost of improvements would be levied on each individual lot within the development and the Village would receive repayment as each lot is sold or transferred. The subdivision lots could be sold either as vacant lots or with homes constructed on the lots.

The Final Plat is still in the approval process, and will be recorded pending review from State and County departments. The plat recording and revision to the Development Agreement will be required prior to issuance of building permits or the selling of any lots.

Due to the fact that the Village Clerk has to sign off on the Plat at time of recording stating that there are no special assessments on the property it is imperative that the plat be recorded prior to the levying of special assessments against the subject parcels.

PRIOR ACTION/REVIEW

- June 13, 2011: The Village Board modified the assessment policy (see attached) to include an option for public financing of residential subdivisions.
- September 26, 2011: The Village Board approved the Preliminary Resolution for Special Assessments.

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|-----------------------------|
| 1. Is There A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | <u>Yes</u> |
| 3. If Budgeted, Which Line? | <u>Capital Project</u> |
| | <u>- Developer Projects</u> |

RECOMMENDED ACTION

- b) Village staff recommends that the Village Board approve the Agreement Waiving Notice and Agreeing to Special Assessments.

If the Village Board were in favor of this policy action, the following motion may be made:

“Motion to approve the “Agreement Waiving Notice and Agreeing to Special Assessments”.

POLICY ALTERNATIVE(S)

The Village Board could take the following actions:

- Approve the Development Agreement
- Deny the Development Agreement and decide how to proceed
- Table the Development Agreement and request additional information

ATTACHED INFORMATION

- I. Agreement Waiving Notice and Agreeing to Special Assessments
- II. Personal Guarantee
- III. Final Plat of Spencer’s Crossing 1st Addition.

DOCUMENT NO.

**AGREEMENT WAIVING
NOTICE AND AGREEING TO
SPECIAL ASSESSMENTS FOR
PUBLIC IMPROVEMENTS**

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between the **Village of Howard**, a Wisconsin municipal corporation (“Village”), **Garot Land Development, LLC** (“Developer”), owning property in the Plat of Spencer’s Crossing 1st Addition in the Village of Howard, and **Keith Garot**, adult individual and principal member of Garot Land Development, LLC.

Return to:
Dennis M. Duffy
P.O. Box 488
Green Bay, WI 54305-0488

Parcel Nos. VH-2979, VH-2980, VH-2981, VH-2982 and VH-2983

WHEREAS, Developer will subdivide property it owns in the Village of Howard known as the Plat of Spencer’s Crossing 1st Addition into thirteen (13) lots; and

WHEREAS, Developer wishes to have Village construct public improvements consisting of public street, water, sanitary sewer, storm sewer, curb and gutter, gas, power, cable TV, street lighting, street trees and other incidental or accessory improvements where necessary, to serve such property legally described as:

Parcel Nos. VH-2979, VH-2980, VH-2981, VH-2982 and VH-2983, Plat of Spencer’s Crossing 1st Addition

and shown on the attached Exhibit A, incorporated herein.

WHEREAS, pursuant to Chapter 32, Article V. – Public Improvements and Assessments, Howard Municipal Code, and the Village of Howard’s Policy for Determining Special Assessments, Developer has requested that the Village construct such improvements and specially assess the benefiting parcels for the costs thereof; and

WHEREAS, under Chapter 32, Article V. – Public Improvements and Assessments, Howard Municipal Code, the Village of Howard’s Policy for Determining Special Assessments, the Village Board has the discretion to authorize construction of public improvements to be paid for by special assessment when the property owner does not file a letter of credit for payment of such improvements and the Village Board determines it to be in the public interest to construct such improvements; and

WHEREAS, due to poor economic conditions and an unwillingness in lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the economic climate has fostered a market for those who seek to purchase mid-priced homes, providing the opportunity for residential development within the Village; and

WHEREAS, the Developer and Village believe that it is in their mutual best interests and in the public interests of the Village of Howard to approve such public improvement construction along the terms and conditions provided herein.

NOW, THEREFORE, the parties hereto, based on the recitals stated above and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. The Village of Howard has let bids for the Developer's project for public improvement of Spencer's Crossing Phase 2 Sanitary Sewer, Watermain and Storm Sewer Extensions Project # 10018U March 2012 & Spencer's Crossing Phase 2 Roadway Construction Project # 10018R March 2012 and the Village proposes to award contracts and finance the project as bid. (\$345,660.00)

Developer represents and warrants that he or she has reviewed the project contract of Spencer's Crossing Phase 2 Sanitary Sewer, Watermain and Storm Sewer Extensions Project # 10018U March 2012 & Spencer's Crossing Phase 2 Roadway Construction Project # 10018R March 2012 and the bid of the lowest responsible bidder for the project (\$345,660.00) and further authorizes and consents to the Village awarding the contract subject to the terms and conditions therein.

The Village does not represent or warrant or assume responsibility for assuring that the bid amount (\$345,660.00) from the project contract will be sufficient to complete construction. Developer acknowledges and understands that the final project costs may differ from the contract price by reason of unforeseen conditions and change orders. Developer agrees that additional monies will be escrowed or paid to the Village to cover costs in excess of the bid contract price for the project.

Any extra change, allowance or other construction work ordered by the Village, which changes the bid, will be documented with a written change order. A copy of all such signed change orders and change orders mandated by the contract documents will be sent to the Developer.

Upon receipt of construction permits, conveyance of the required right of way and easements by Developer, and completion of this Agreement the Village shall award and issue a Notice to Proceed for Spencer's Crossing Phase 2 Sanitary Sewer, Watermain and Storm Sewer Extensions Project # 10018U March 2012 & Spencer's Crossing Phase 2 Roadway Construction Project # 10018R March 2012.

2. The Village Board of the Village of Howard on April 23, 2012 approved Resolution No. 2012-10, a Final Resolution Authorizing the Levying of Special Assessments Against Benefitted Property for Sanitary Sewer and Laterals, Watermain and Services, Storm Sewer and Laterals, Storm Water Management Facilities, Driveways, Sidewalks, Curb and Gutter and Roadway Reconstruction on Spencer's Crossing all relating to Developer's property in the Plat of Spencer's Crossing 1st Addition which is incorporated herein by reference as though more fully set forth herein and made part of this Agreement.

The purpose of the Special Assesmsnets in addition to Developer's Personal Guarantee, are to guarantee payment by the Developer to the Village for the

payment of those contract costs for public improvements (\$345,660.00) as the same will become due and owing as provided for in the Final Resolution No. 2012-10 for the project contract of Spencer's Crossing Phase 2 Sanitary Sewer, Watermain and Storm Sewer Extensions Project # 10018U March 2012 & Spencer's Crossing Phase 2 Roadway Construction Project # 10018R March 2012.

3. Developer's payment of Three Hundred Forty-Five Thousand Six Hundred Sixty Dollars (\$345,660.00) for the requesting public improvements shall be made as follows:

a. The assessments hereby levied for such improvements shall be paid to the Village as provided in the Final Resolution Authorizing the Levying of Special Assessments, Resolution No. 2012-10; and

b. Developer shall also execute a Personal Guarantee guaranteeing the repayment of the total public improvement costs (\$345,660.00) to the Village plus any accrued interest, charges or penalties on the liens of special assessment or the remaining balance thereon as reduced by paid special assessments to the Village, upon the expiration of three (3) years from the date of the Final Resolution (April 23, 2015). A copy of the Personal Guarantee is attached hereto and made part of this Agreement as Exhibit B.

4. Developer, on its own and on behalf of any and all successors and assigns, requests the installation of the public improvements specifically provided for in this Agreement.

5. Developer, on its own behalf and on behalf of any and all successors and assigns, freely and voluntarily waives any right it may have under state or local laws to notice of such street, sanitary sewer, water, stormwater and curb and gutter improvement construction affecting the property legally described in this Agreement, such property hereinafter be referred to as "the benefited properties". Each principal member of Developer shall also execute a Personal Guarantee guaranteeing the repayment of the total public improvement costs to the Village or the remaining balance thereon upon the expiration of three (3) years from the date of the Final Resolution (April 23, 2015).

6. The method of determining the assessment rate is reasonable.

7. The subject property will receive special benefit as a result of public improvements constructed under this Agreement.

8. Developer waives any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this agreement, it being the desire of Developer, to be placed in the same position as if they had been fully and adequately noticed of the

procedures pertaining to the assessment for the reconstruction activity.

9. The Village shall act in reliance upon the representations of Developer in this agreement and shall commence as soon as it is reasonably possible the improvements contemplated by this agreement.

10. This Agreement shall be recorded in the office of the Brown County Register of Deeds.

Dated in Howard, Wisconsin, this _____ day of _____, 2012.

**VILLAGE OF HOWARD
II, LLC**

GAROT LAND DEVELOPMENT

Burt R. McIntyre, President

Print Name: _____

Christopher Haltom, Clerk

Print Name: _____

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2012, the above
named Burt R. McIntyre, President and
Christopher Haltom, Clerk,, known as the persons
who executed the foregoing instrument and
acknowledge the same.

Personally came before me this ____
day of _____, 2011, the above
named _____,
known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Notary Public:
My Commission Expires:

Notary Public:
My Commission Expires:

Keith Garot, Individually

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2012, the above
named Keith Garot known as the person
who executed the foregoing instrument
and acknowledge the same.

Notary Public:
My Commission Expires: _____

Drafted by: Attorney Dennis M. Duffy

EXHIBIT A TO AGREEMENT WAIVING NOTICE AND AGREEING
TO SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS

I, David J. Chrouser, Registered Land Surveyor, hereby certify:

That in full compliance with the provisions of Chapter 236, Wisconsin Statutes, and the subdivision regulations of the Village of Howard and the Brown County Planning Commission and under the direction of the owners listed hereon, I have surveyed, divided and mapped "SPENCER'S CROSSING, FIRST ADDITION", and that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed and is All of Outlots 2, 4 & 6 of the recorded plat of Spencer's Crossing (Volume 22, Plats, page 256, Document Number 2208364, Brown County Records), being located in part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 1, T24N-R19E, Village of Howard, Brown County, Wisconsin, more fully described as follows:

Commencing at the West-1/4 corner of Section 1, T24N-R19E; thence N01°18'54"W, 43.11 feet along the West line of the Northwest 1/4 of said Section 1 to the point of beginning; thence continuing N01°18'54"W, 1153.38 feet along said West line to the Northwest corner of Outlot 4 of the recorded plat of "Spencer's Crossing"; thence S71°13'33"E, 355.83 feet along a North line of said Outlot 4; thence S18°46'27"W, 104.30 feet along an East line of said Outlot 4; thence N85°38'36"E, 110.00 feet along a North line of said Outlot 4 to the Northeast corner thereof; thence S04°21'24"E, 140.00 feet along an East line of said Outlot 4; thence N85°38'36"E, 45.13 feet along a North line of said Outlot 4; thence S03°49'11"E, 245.52 feet along an East line of said Outlot 4; thence N55°32'54"W, 126.10 feet along a North line of Outlot 3, said Plat; thence N04°21'24"W, 166.48 feet along the East line of said Outlot 3 and its Northerly extension to the Northerly right of way of Cheltenham Drive; thence S85°38'36"W, 52.35 feet along said Northerly right of way; thence 28.26 feet along said Northerly right of way being the arc of a 70.00 foot radius curve to the right whose long chord bears N82°47'28.5"W, 28.07 feet; thence N71°13'33"W, 89.54 feet along said right of way; thence S18°46'27"W, 137.28 feet along the Westerly right of way of Spencers Crossing; thence 80.64 feet along said Westerly right of way being the arc of a 230.00 foot radius curve to the left whose long chord bears S08°43'46.5"W, 80.23 feet; thence S01°18'54"E, 73.06 feet along said right of way to the Southeast corner of said Outlot 4; thence S88°41'06"W, 135.00 feet along a South line of said Outlot 4 to the Southwest corner thereof; thence S01°18'54"E, 30.00 feet along said West line of the Northwest 1/4, also being the West line of said Plat; thence N86°41'06"E, 135.00 feet along the North line of Outlot 6, said Plat to the Northeast corner of said Outlot 6; thence S01°18'54"E, 370.42 feet along said Westerly right of way; thence 176.13 feet along said right of way being the arc of a 230.00 foot radius curve to the left whose long chord bears S23°15'12.5"E, 171.86 feet; thence S45°11'31"E, 58.70 feet along the Southerly right of way of said Spencers Crossing to the Northwest corner of Lot 27, said Plat; thence N44°48'29"E, 60.00 feet to the Southwest corner of Lot 26, said Plat; thence N45°11'31"W, 58.70 feet along the Northerly right of way of said Spencers Crossing; thence 130.19 feet along said right of way being the arc of a 170.00 foot radius curve to the right whose long chord bears N23°15'12.5"W, 127.03 feet; thence N01°18'54"W, 370.42 feet along the Easterly right of way of said Spencers Crossing to the Northwest corner of Outlot 2, said Plat; thence S76°23'55"E, 144.88 feet along the North line of said Outlot 2; thence S01°18'54"E, 345.21 feet along the East line of said Outlot 2; thence S45°11'31"E, 70.79 feet along said East line to the Northwest corner of said Lot 26; thence S44°48'29"W, 335.00 feet along the West lines and extensions of said Lots 26 & 27 to the Southwest corner of said Lot 27; thence N45°11'31"W, 205.71 feet along the South line of said Outlots 6 to the point of beginning.

Parcel contains 323,642 square feet / 7.43 acres, more or less.

**EXHIBIT B TO AGREEMENT WAIVING NOTICE AND AGREEING
TO SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS**

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the Village of Howard (Village) to extend credit to Garot Land Development, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Spencer's Crossing 1st Addition in the Village of Howard, Brown County, Wisconsin, Keith Garot (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to Village, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings the total construction costs incurred by Village in constructing the public improvements for Spencer's Crossing 1st Addition which would include all liens of special assessments and any accrued interest and charges thereon for Developer's property as provided in the Final Resolution No. 2012-10.

Such public improvements are estimated to cost \$345,660 (the Estimate), for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), and the special assessments as provided in the Final Resolution No. 2012-10 as amended, and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to Village on behalf of Developer which are recovered from Village by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any

obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made over a three (3) year period, as follows:

- A. Upon the sale or transfer of any lot in the Spencer's Crossing 1st Addition, the special assessment lien on the property and accrued interest shall be paid to the Village. The total costs of the special assessments as levied on Schedule C of the Final Resolution shall be reduced by the amount of the special assessments paid during the three (3) year period.
- B. At the expiration of the three (3) year period, April 23, 2015, the entire unpaid balance of special assessments including accrued interest levied against lots in the Plat of Spencer's Crossing 1st Addition shall be immediately due and payable in full by the undersigned to the Village.

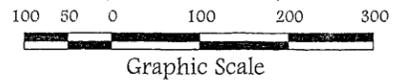
3. REPRESENTATIONS. The undersigned acknowledges and agree that Village has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on Village, continue to make such determinations.

4. PERSONS BOUND. This guarantee benefits the Village, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

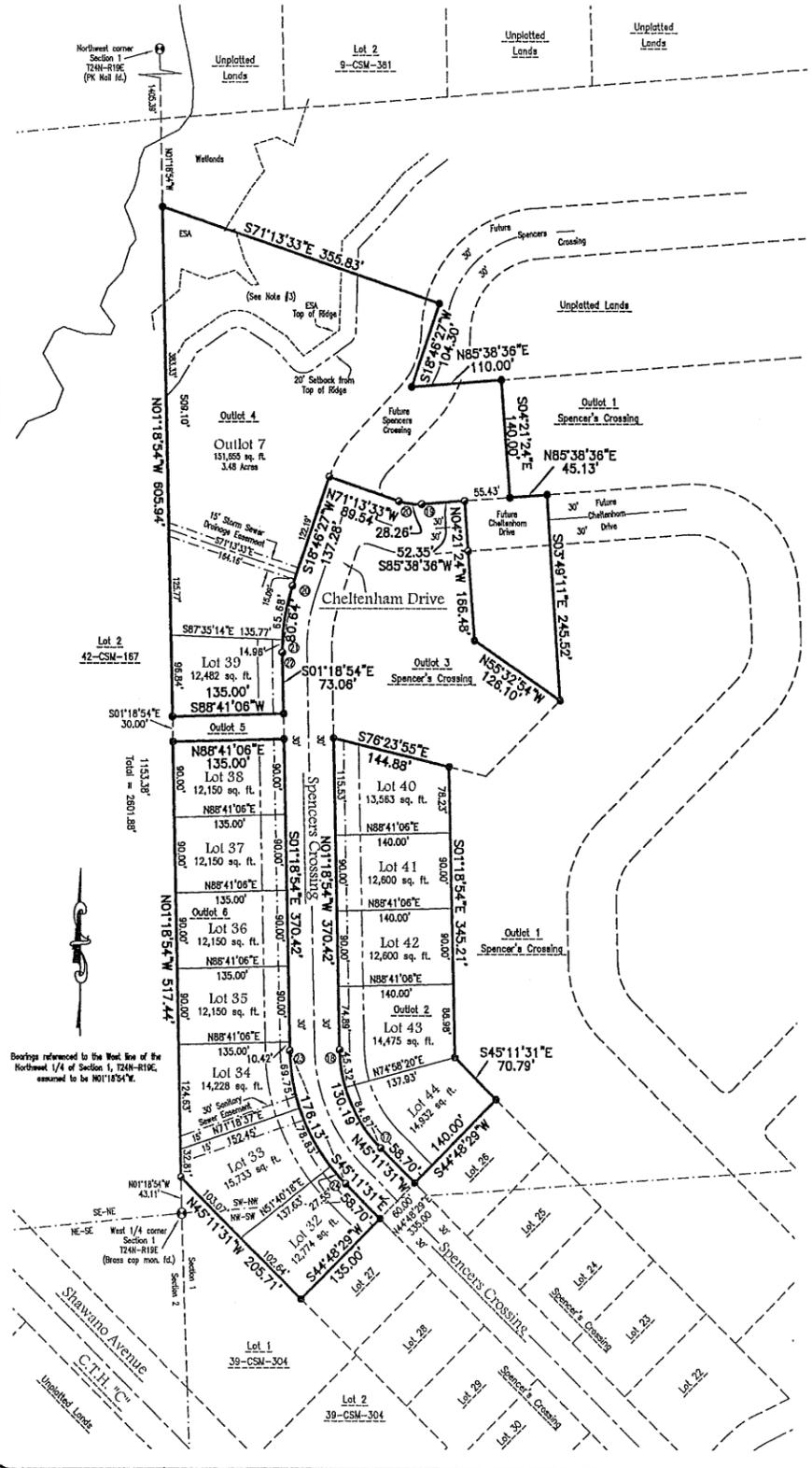
Office of the Register of Deeds
Brown County, Wisconsin
Received for Record _____ 20____
at _____ o'clock _____ M and recorded as
Document # _____ in _____
Volume _____ of _____ on Page _____
Cathy Willipetta Lindsay, Register of Deeds

Spencer's Crossing, First Addition

All of Outlots 2, 4 & 6 of the recorded plat of Spencer's Crossing (Volume 22, Plats, page 256, Document Number 2208364, Brown County Records), being located in part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 1, T24N-R19E, Village of Howard, Brown County, Wisconsin



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified _____, 20____
Department of Administration



I, David J. Chrouser, Registered Land Surveyor, hereby certify:

That in full compliance with the provisions of Chapter 236, Wisconsin Statutes, and the subdivision regulations of the Village of Howard and the Brown County Planning Commission and under the direction of the owners listed hereon, I have surveyed, divided and mapped "SPENCER'S CROSSING, FIRST ADDITION", and that such plot correctly represents all exterior boundaries and the subdivision of the land surveyed and is All of Outlots 2, 4 & 6 of the recorded plat of Spencer's Crossing (Volume 22, Plats, page 256, Document Number 2208364, Brown County Records), being located in part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 1, T24N-R19E, Village of Howard, Brown County, Wisconsin, more fully described as follows:

Commencing at the West 1/4 corner of Section 1, T24N-R19E; thence North 01°18'54"W, 43.11 feet along the West line of the Northwest 1/4 of said Section 1 to the point of beginning; thence continuing North 01°18'54"W, 1153.38 feet along said West line to the Northwest corner of Outlot 4 of the recorded plat of "Spencer's Crossing"; thence South 71°13'33"E, 355.83 feet along a North line of said Outlot 4; thence S18°45'27"W, 104.30 feet along an East line of said Outlot 4; thence N85°38'36"E, 110.00 feet along a North line of said Outlot 4 to the Northwest corner thereof; thence S04°12'24"E, 140.00 feet along an East line of said Outlot 4; thence N85°38'36"E, 45.13 feet along a North line of said Outlot 4; thence S03°49'11"E, 245.52 feet along an East line of said Outlot 4; thence N55°32'54"W, 126.10 feet along a North line of Outlot 3, said Plat; thence N04°21'24"W, 166.48 feet along the East line of said Outlot 3 and its Northern extension to the Northern right of way of Cheltenham Drive; thence S85°38'36"W, 52.35 feet along said Northern right of way thence 28.26 feet along said Northern right of way being the arc of a 70.00 foot radius curve to the right whose long chord bears N62°47'28.5"W, 28.07 feet; thence N71°13'33"W, 89.54 feet along said right of way; thence S18°45'27"W, 137.28 feet along the Western right of way of Spencer's Crossing; thence S04°12'24"E, 80.64 feet along said Western right of way being the arc of a 230.00 foot radius curve to the left whose long chord bears S08°43'46.5"W, 80.23 feet; thence S01°18'54"E, 73.06 feet along said right of way to the Southeast corner of said Outlot 4; thence S88°41'06"W, 135.00 feet along a South line of said Outlot 4 to the Southwest corner thereof; thence S01°18'54"E, 30.00 feet along said West line of the Northwest 1/4, also being the West line of said Plat; thence N88°41'06"E, 135.00 feet along the North line of Outlot 6, said Plat to the Northwest corner of said Outlot 6; thence S01°18'54"E, 370.42 feet along said Western right of way; thence S76°23'55"E, 144.88 feet along the North line of said Outlot 2; thence S01°18'54"E, 345.21 feet along the East line of said Outlot 2; thence S45°11'31"E, 70.79 feet along said East line to the Northwest corner of said Lot 26; thence S44°48'29"W, 335.00 feet along the West line and extensions of said Lots 26 & 27 to the Southwest corner of said Lot 27; thence N45°11'31"W, 205.71 feet along the South line of said Outlots 6 to the point of beginning.

Parcel contains 323,642 square feet / 7.43 acres, more or less.

David J. Chrouser S-1579
July 19, 2011
Revised March 13, 2012
Revised April 18, 2012 (Removed lots and dedication)

Curve Data

Curve No.	Arc Length	Radius	Chord Length	Chord Bearing	Central Angle
17-18	130.19	170.00	127.03	N23°15'12.8"W	43°52'37"
Lot 43	45.32	170.00	45.18	N08°57'04.8"W	15°18'21"
Lot 44	84.87	170.00	83.99	N20°53'23"W	28°38'18"
18-20	28.26	70.00	28.07	S82°47'28.5"E	23°07'51"
20-21	80.64	230.00	80.23	S08°43'46.5"W	20°05'21"
O.L. 7	85.68	230.00	85.48	S10°35'36.5"W	16°21'41"
Lot 39	14.98	230.00	14.98	S00°32'56"W	0°43'40"
23-24	176.13	230.00	171.26	S23°15'12.5"E	43°52'37"
Lot 34	69.75	230.00	69.48	S10°00'08.9"E	17°22'59"
Lot 33	78.83	230.00	78.45	S28°30'32.9"E	18°38'19"
Lot 32	27.55	230.00	27.54	S41°45'36.5"E	06°51'49"

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

Garot Land Development 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 we caused the land described on "SPENCER'S CROSSING, FIRST ADDITION" to be surveyed, divided, mapped and dedicated as represented hereon. Garot Land Development LLC also certifies that this Plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

VILLAGE OF HOWARD
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

In Witness Whereof, the said Garot Land Development LLC has caused these presents to be signed by Keith E. Garot, its Member, on this ____ day of _____, 20____.

Keith E. Garot
Member

Personally came before me this ____ day of _____, 20____, the above named Member of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such Member of said Limited Liability Company, by its authority.

Notary Public

My Commission Expires _____

STATE OF WISCONSIN] ss

COUNTY OF BROWN]

CONSENT OF CORPORATE MORTGAGEE

Bank, 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 plat and does hereby consent to the above certificate of Garot Land Development LLC, Owner.
IN WITNESS WHEREOF, Bank has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____, at Green Bay, Wisconsin, this ____ day of _____, 20____.

Personally came before me this ____ day of _____, 20____, 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 of said corporation, by its authority.

Notary Public

My Commission Expires _____

STATE OF WISCONSIN] ss

COUNTY OF BROWN]

CERTIFICATE FOR THE VILLAGE OF HOWARD

Approved for the Village of Howard this ____ day of _____, 20____.

Paul F. Evert
Village Administrator

BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Plan Commission this ____ day of _____, 20____.

Peter Schliezn
Senior Planner

TREASURER'S CERTIFICATE

As duly elected Village Treasurer and Brown County Treasurer, We hereby certify that the records in our office show no unredemmed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Plat as of the dates listed below.

Chris Hallon
Village Treasurer

Date

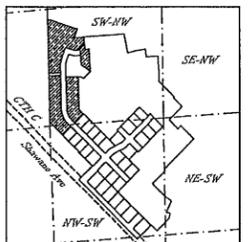
Kerry M. Bloney
Brown County Treasurer

Date

Legend

- 2.38" (o.d.) x 18" iron pipe weighing 3.65 lbs/lin. foot set.
- 2" iron pipe found.
- 1" iron pipe found.
- Brown County Monument - type noted
- All other lot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin. foot.
- All linear measurements have been made to the nearest hundredth of a foot.
- All distances on curves are arc lengths.
- 30' Building setback (unless noted)
- 12' Utility easement (unless noted)

Location Sketch



NOTES

- A land use permit from the Brown County Zoning Administrator's office is required prior to any construction, fill, or grading activity within 300 feet of a stream.
- Outlot 7 includes wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corp of Engineers, the Brown County Planning Commission, or the Brown County Zoning Administrator's Office prior to any development activity.
- No building permit will be issued for Outlot 7 until the full width of the Spencer Crossing right of way is acquired by the Village of Howard.

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.
- 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.
- The property owner, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Department of Natural Resources, "Wisconsin Construction Site Best Management Practice Handbook" to prevent soil erosion. However, if the Village, at the time of construction, has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any construction or installation related activities associated with streets and utilities.
- Outlot 7 contains an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes wetlands, all land within 50 feet of wetlands 2 acres or greater, floodway plus all land within 50 feet or 75 feet beyond the ordinary high water mark - whichever is greater, all land within 100 feet of a navigable waterway, all land within 25 feet of a non-navigable waterway, steep slopes of 12% or greater associated with any water feature or buffer, a 20 foot setback from steep slopes of 20% or greater associated with a water feature or buffer. 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.

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
400 Security Boulevard * Green Bay, Wisconsin 54313
Phone: 920-434-9670 Fax: 920-434-9672

REUSE OF THIS DOCUMENT
All rights reserved. The client authorizes Mau & Associates, Inc. to use the information contained herein for the purposes of the project and to reproduce the information in any form without prior written consent by Mau & Associates.
File: F-19903 1st Print 03/12/12.dwg

SCALE: 1" = 100'

TAX PARCEL NUMBERS
17H-2986, 17H-2981, 17H-2979

DIG-111N BY: BAK

Spencer's Crossing First Addition

PROJECT NO.
F-19903
SHEET NO.
1 of 1
DRAWING NO.
P-2123