

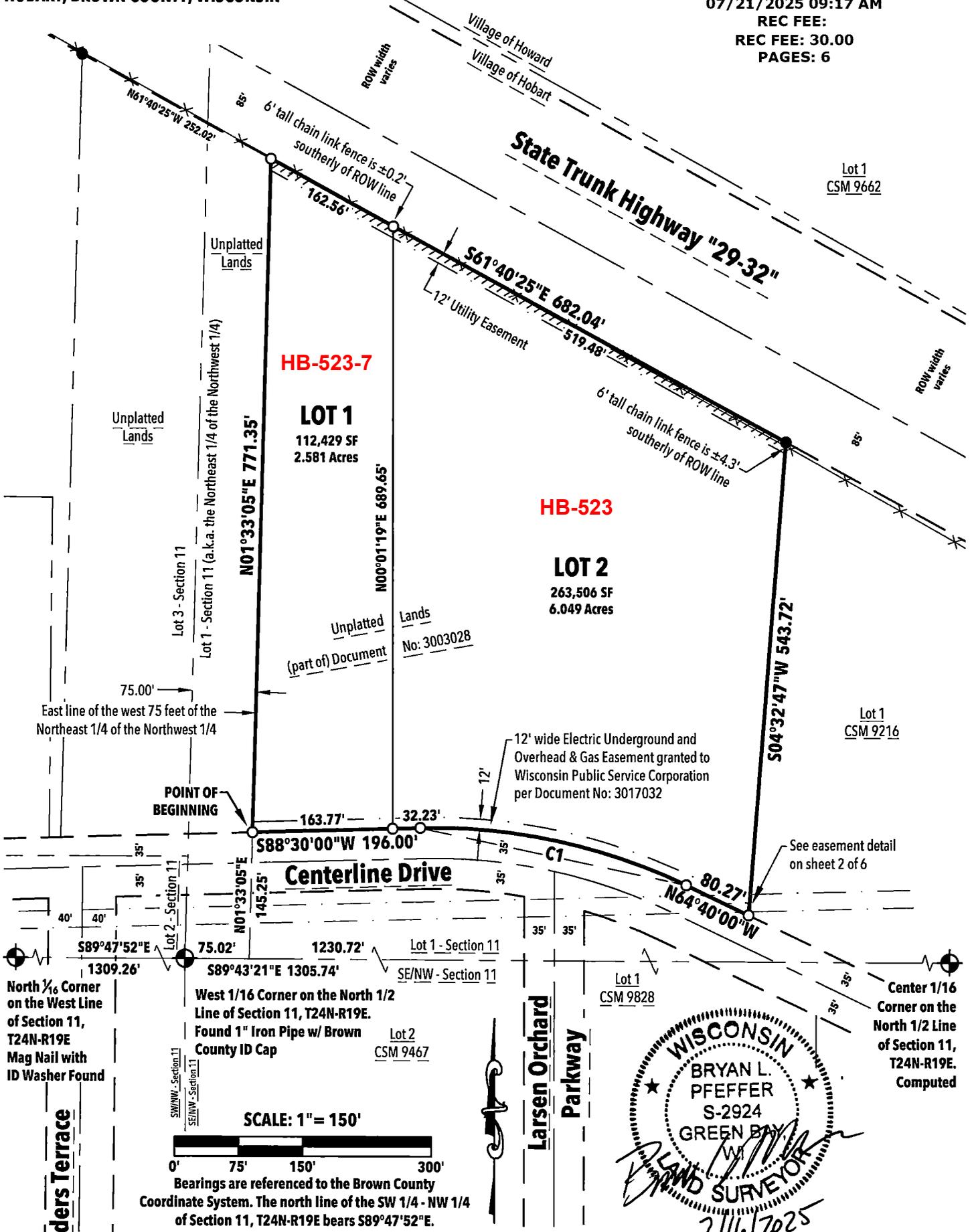
2026 CWM
 HB-523 = PS
 HB-523-7 = NPL

3099887

MAP# 9925
 CHERYL BERKEN
 BROWN COUNTY
 REGISTER OF DEEDS
 GREEN BAY, WI
 RECORDED ON
 07/21/2025 09:17 AM
 REC FEE:
 REC FEE: 30.00
 PAGES: 6

CERTIFIED SURVEY MAP

PART OF LOT 1, SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN



Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	26°50'00"	682.00'	319.40'	N78°05'00"W	316.49'	N64°40'00"W	S88°30'00"W

LEGEND

- Found 1" Iron Pipe
- Set 1" x 18" Iron Pipe with cap weighing 1.38 lbs./lin. ft.
- ⊕ Recorded County Monument
- ////// Indicates No Access to STH 29/32

NOTE:
 Affected Parcel No: HB-523

REL Robert E. Lee & Associates, Inc.
 1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

CERTIFIED SURVEY MAP

PART OF LOT 1, SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Bryan L. Pfeffer, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, divided and mapped part of Lot 1, Section 11, Township 24 North, Range 19 East, Village of Hobart, Brown County, Wisconsin, more fully described as follows:

Commencing at the North 1/16 corner on the west line of said Section 11; thence S89°47'52"E, 1309.26 feet on the south line of Lot 2 of said Section 11 to the West 1/16 corner on the north 1/2 line of said Section 11; thence S89°43'21"E, 75.02 feet on the south line of said Lot 1 to the east line of the west 75.00 feet of said Lot 1 (a.k.a. the Northeast 1/4 of the Northwest 1/4); thence N01°33'05"E, 145.25 feet on said east line to the north right of way of Centerline Drive, the POINT OF BEGINNING; thence continuing N01°33'05"E, 771.35 feet on said east line to the south right of way of State Trunk Highway "29-32"; thence S61°40'25"E, 682.04 feet on said south right of way to the northwest corner of Lot 1 of Certified Survey Map Number 9216, recorded as Document Number 2921115, Brown County Records; thence S04°32'47"W, 543.72 feet on the west line of said Lot 1, Certified Survey Map Number 9216 to the north right of way of Centerline Drive; thence N64°40'00"W, 80.27 feet on said north right of way; thence on said north right of way, 319.40 feet on the arc of a 682.00 foot radius curve to the left, having a long chord which bears N78°05'00"W, 316.49 feet; thence S88°30'00"W, 196.00 feet on said north right of way to the Point of Beginning.

Said parcel contains 375,935 square feet or 8.630 acres of land more or less subject to any and all easements and restrictions of record.

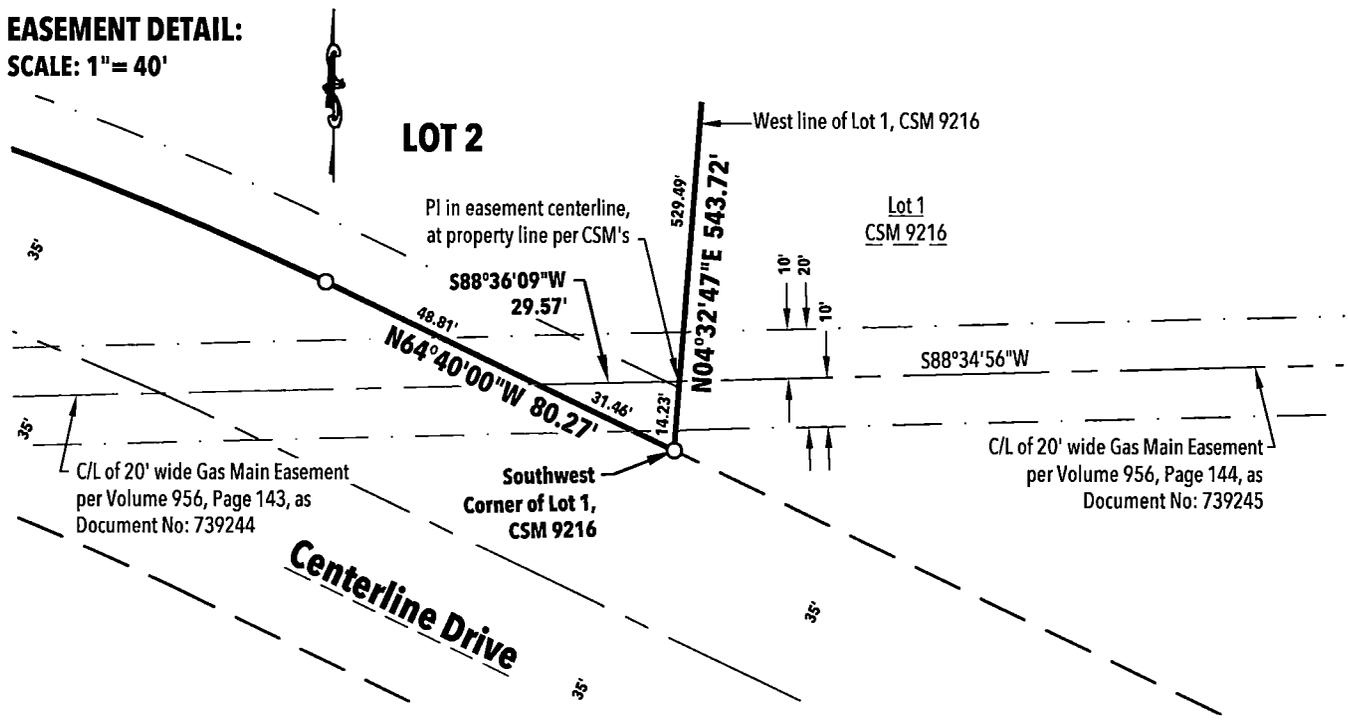
That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Chapter 21 of the Brown County Land Division and Subdivision Ordinance in the surveying, dividing and mapping of the same.

Dated this 16th day of July, 2025.


 Bryan L. Pfeffer PLS#2924
 ROBERT E. LEE & ASSOCIATES, INC.



EASEMENT DETAIL:
 SCALE: 1" = 40'



CERTIFIED SURVEY MAP

PART OF LOT 1, SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

LOT DRAINAGE RESTRICTIVE COVENANT:

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

SURVEYOR'S NOTES:

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Village has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction or installation-related activities.

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by North Hobart Business Park, LLC Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

Northeast Telephone Company, LLC, Wisconsin Bell Inc.. d/b/a AT&T Wisconsin, a Wisconsin Corporation, Brown County C-Lec, LLC, Charter Communications Operating, LLC.

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

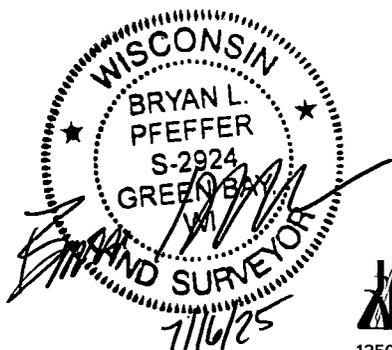
The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

RESTRICTIVE COVENANTS:

The undersigned, being the owner of the real estate legally described on Sheet 2 of 6 and mapped on Sheet 1 of 6 of this Certified Survey Map (the "Subject Real Estate") hereby subject said real estate to the covenants contained herein. Each part of the Subject Real Estate shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which shall constitute covenants running with land, and shall be binding upon all parties acquiring or holding any right, title or interest in the Subject Real Estate (or any part thereof), their heirs, personal representatives, successors or assigns, and the covenants contained herein shall inure to the benefit of each owner thereof.

- 1. Restriction on Transfer.** Without the express written consent of the Village of Hobart, no owner of any interest in the Subject Real Estate (or any part thereof) shall transfer any interest in the Subject Real Estate, to any individual, entity (whether corporation, limited liability company, limited partnership, limited liability partnership, general partnership or otherwise), organization, or sovereign nation, or during the period of ownership take any other action, the result of which would: (1) remove or eliminate the Subject Real Estate (or any part thereof) from the tax rolls of the Village of Hobart; (2) diminish or eliminate the payment of real estate taxes levied or assessed against the Subject Real Estate (or any part thereof), and/or (3) remove the Subject Real Estate (or any part thereof) from the jurisdiction of the Village of Hobart, including but not limited to, zoning authority and controls. This restriction shall apply to the transfer of an interest in an entity that is an owner of the Subject Real Estate if, as a result of the transfer, any of items (1) - (3) above would occur. Notwithstanding the foregoing, nothing contained in this Restrictive Covenant, including without limitation this paragraph, shall be deemed or construed to: (i) prevent, limit or restrict any owner or holder of any interest in the Subject Real Estate (or any part thereof) from contesting, protesting, appealing or otherwise challenging (through whatever lawful means are necessary or advisable) the amount of any real property tax levied or assessed by any "taxation district" or "taxing jurisdiction" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(6) - (7) and/or successor statutes thereto and/or regulations promulgated thereunder) including without limitation the State of Wisconsin, Brown County, the Village of Hobart, municipal or school district, township or other jurisdiction assessing "general property taxes" (as defined by Wis. Stats. Section 74.01(1) or successor statutes and/or regulations promulgated thereunder) levied or assessed against the Subject Real Estate (or any part thereof) and/or "special assessments", "special charges", "special tax" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(1) - (5) and/or successor statutes thereto and/or regulations promulgated thereunder) and/or other municipal or governmental charges levied or assessed against the Subject Real Estate; (ii) effect a waiver, abrogation, release or relinquishment of any constitutional rights granted to or held by real property owners under the constitution or laws of the United States and/or the State of Wisconsin, including without limitation pursuant to Chapters 74 and 75, Wis. Stats.; or (iii) except as expressly covenanted and agreed herein, to cause the Subject Real Estate to be taxed or otherwise treated by the Village of Hobart in any manner differently from any other parcel of real estate located within the Village of Hobart's lawful taxing jurisdiction, zoning authority and/or jurisdiction of the Village of Hobart.

(Covenants continued on sheet 4 of 6)



REL Robert E. Lee
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releelinc.com

R:\2000\2035\2035567\DWG\2035567esm.dwg

SHEET 3 OF 6

CERTIFIED SURVEY MAP

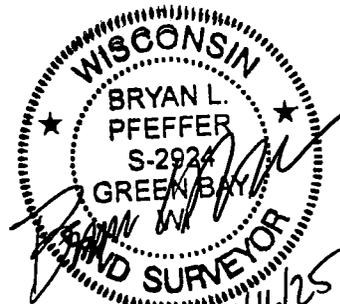
PART OF LOT 1, SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

RESTRICTIVE COVENANTS (CONTINUED):

2. Notice of Transfer.

- (a) **Notice and Consent to Transfer.** Prior to any transfer of any interest in the Subject Real Estate (or any part thereof) the party proposing to transfer an interest shall comply with the following. The transferor shall provide advance written notice of the intended transfer, executed by both the transferor and the intended transferee of such interest, to the Village of Hobart. The notice shall contain: (1) a complete and accurate description of the interest to be transferred and the relevant part(s) of the Subject Real Estate affected; (2) the correct legal name and current business address of the transferee; and (3) a legally enforceable consent agreement from the transferor and transferee acknowledging knowledge of these Restrictive Covenants and, further agreeing that the Subject Real Estate shall be subject to the terms and conditions hereof following the transfer and that transferee will take no action in violation of these Restrictive Covenants. The notice of transfer shall be delivered to the Village of Hobart not later than fifteen (15) calendar days prior to any transfer of any interest in the Subject Real Estate or any portion thereof. The Village of Hobart shall have fifteen (15) days from the date of the notice of transfer to object to the transfer as being in violation of the terms of these Restrictive Covenants by forwarding written notice thereof to the transferor. In the event of such an objection, the transferor shall be prohibited from transferring the interest alleged to be transferred until such time as a court of competent jurisdiction determines that the proposed transfer does not violate the terms of these Restrictive Covenants.
 - (b) **Failure to Act.** If the Village of Hobart fails to timely object to the transfer within fifteen (15) calendar days, the transfer may occur; provided, however, that the Village of Hobart's failure to object shall not operate, in any manner, as a waiver of any of the restrictions set forth herein or the consent to violate any of the terms hereof.
 - (c) **Basis for Objection.** Village of Hobart shall not unreasonably withhold or delay its consent to any transfer of any interest subject to these Restrictive Covenants, and the sole and exclusive basis for any objection made pursuant to the foregoing process shall be that the transfer would cause a violation of these Restrictive Covenants.
 - (d) **Inapplicability.** Notwithstanding anything in these Restrictive Covenants to the contrary, the foregoing provisions are not intended to affect, and shall not apply to: (i) any transferor's grant of utility, ingress/egress, access, maintenance, signage, drainage, conservation or other easements or similar interests of any type or nature in the Subject Real Estate (or parts thereof) for the benefit of third parties which are immaterial to the fee ownership of the Subject Real Estate; (ii) any transferor's grant to a third party or parties of any real estate security agreement, mortgage(s), deed in trust, Uniform Commercial Code (UCC) fixture or other filing or other similar security devices or instrument evidencing a collateral interest in the Subject Real Estate (or any part thereof) to be held by any bank, credit union, savings and loan or saving bank, and/or other lenders in consideration of past, present and/or future indebtedness by any transferor, unless, and not until, there is a foreclosure or execution on such real estate security instrument which results in the transfer of title to the Subject Real Estate (or any part thereof); or (iii) any other grant of a material interest in the Subject Real Estate (or part thereof) which does not substantially alter the fee simple or other equitable ownership in the Subject Real Estate and does not result in the violating the restrictions contained in paragraph 1 above.
3. **Waiver of Certain Restrictions.** Notwithstanding anything in these Restrictive Covenants to the contrary, the restrictions set forth in paragraph 1, hereof, as restrictions (1) and (2) which pertain to tax assessments against the Subject Real Estate (or any part thereof), shall be deemed to have been waived by the Village as to any owner and proposed transferee of the Subject Real Estate (or any part thereof), provided that the proposed transferee enters into a written and legally enforceable agreement, that the proposed transferee will make payments to the Village of Hobart in lieu of real estate taxes, which payments shall equal the tax assessments which would otherwise be due the Village of Hobart, Brown County, Pulaski School District and Vocational/Technical School (or any other beneficiary of real estate taxes) for the Subject Real Estate (or portion) owned or proposed to be transferred, and which shall be due at the time real estate tax payments are due from the real estate tax assessed parcels of the Village of Hobart and that the obligation to make said payment shall be in full force and effect for so long as the proposed transferee holds title to the Subject Real Estate (or any portion thereof). The proposed transferee must further confirm and agree, in writing to the Village of Hobart, that in the event that any such payment in lieu of real estate taxes is not made when due, the proposed transferee consents to the imposition of a lien on the Subject Real Estate (or portion) in favor of the Village, in the amount of the unpaid amount. With respect to restriction (3) contained in paragraph 1, the Village will agree to waive this restriction upon receipt of a legally enforceable consent agreement whereby the owner or proposed transferee agrees to be bound by the jurisdiction of the Village of Hobart, including, but not limited to, zoning authority and controls.
4. **Duration of Restrictions.** The covenants, conditions, and restrictions contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them, unless and until an instrument terminating the covenants set forth herein, or any portion thereof, is executed by the owners of record title and Village of Hobart and filed with the Register of Deeds for Brown County, Wisconsin.
5. **Reformation of Covenants.** If any provision or clause of these Restrictive Covenants is held to be invalid or inoperative by a court of competent jurisdiction, then such clause or provision shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified for it to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.
6. **Amendment of Covenants.** These Restrictive Covenants may be amended by the Village without the consent of any owner, lien holder or other party having an interest in the Subject Real Estate if an issue arises with respect to the invalidity or enforceability of any clause or provision and said amendment is required to render said provision or clause valid and enforceable to the maximum extent permitted by law. Any other amendment shall require the consent of the Village and the record owner(s) holding title to at least 75% of the total assessed value of the Subject Real Estate.

(Covenants continued on sheet 5 of 6)



REL Robert E. Lee
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

CERTIFIED SURVEY MAP

PART OF LOT 1, SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

RESTRICTIVE COVENANTS (CONTINUED):

7. Miscellaneous.

- (a) **Expenses.** In the event that any legal action is filed arising out of, or relating to these Restrictive Covenants and the Village of Hobart is a party to said action, in the event that the Village of Hobart is a prevailing party, all non-prevailing parties, jointly and severally, shall be liable to the Village of Hobart for all costs and expenses incurred by the Village of Hobart in defending or prosecuting such action, including reasonable attorney fees.
- (b) **Notices.** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered or sent by prepaid telex, cable or telecopy or sent to reputable overnight courier service or three (3) days after deposit in the United States Mail, certified mail, postage prepaid, return receipt requested.
- (c) **Binding Effect.** These restrictive covenants shall be binding upon the Subject Real Estate as a covenant running with land and shall bind all present and future owners of any interest in the Subject Real Estate or any portion thereof.
- (d) **Paragraph Headings.** The headings in this document are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this agreement.
- (e) **Applicable Law.** Any and all actions or proceedings seeking to enforce any provision of, or based upon any right arising out of, these Restrictive Covenants shall be brought against a party in the circuit court of Brown County, State of Wisconsin (sitting in Green Bay, Wisconsin) and each of the parties to any such action consents to exclusive jurisdiction of such court(s) (and the appropriate appellate courts therefrom) in any such account or proceeding and waives any objection to venue laid therein. By acceptance of a deed transferring title ownership of any portion of the Subject Real Estate, the title owner hereby waives any defense to an action filed with respect to these Restrictive Covenants by the Village based on sovereign immunity.

OWNER: NORTH HOBART BUSINESS PARK, LLC

By: 

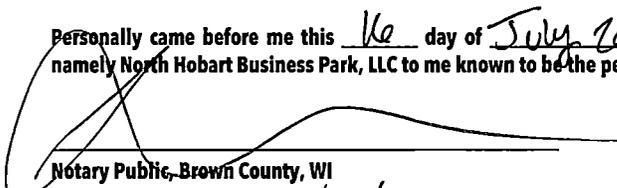
Print name and title: DAN VERHAGEN, MEMBER

STATE OF WISCONSIN)

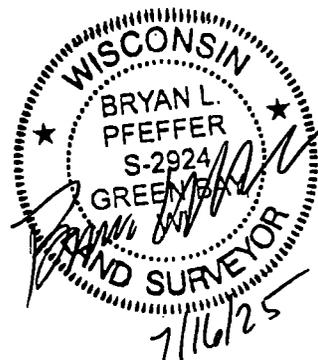
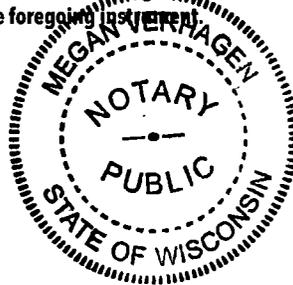
) SS

COUNTY OF BROWN)

Personally came before me this 16 day of July, 2025, the above signed owner of the Subject Real Estate, namely North Hobart Business Park, LLC to me known to be the person who executed the foregoing instrument.


Notary Public, Brown County, WI

My Commission Expires 04/09/2027



 **Robert E. Lee**
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

R:\2000\2035\2035567\DWG\2035567.csm.dwg

CERTIFIED SURVEY MAP

PART OF LOT 1, SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owners, we do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map. We also do further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

VILLAGE OF HOBART
BROWN COUNTY PLANNING COMMISSION


North Hobart Business Park, LLC Date 07/16/2025

DAN VERHAGEN, MEMBER
Print name and title

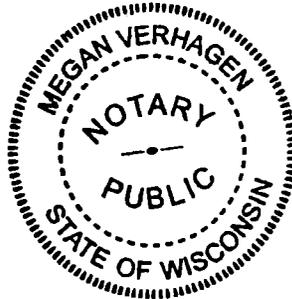
STATE OF WISCONSIN)
Brown COUNTY) SS

Personally came before me this 16 day of July, 2025, the above named to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

(print name) Megan Verhagen

My commission expires: 07/09/2027



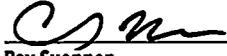
VILLAGE OF HOBART BOARD APPROVAL:

Approved by the Village of Hobart this 16 day of July, 2025.


Lisa Vanden Heuvel, Village Clerk

TREASURER'S CERTIFICATE:

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


Ray Suennen Date 7/18/25

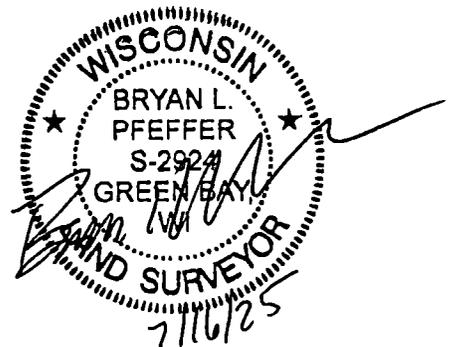
Brown County Treasurer
Charles T. Mahlik
Brown County Deputy Treasurer



BROWN COUNTY PLANNING COMMISSION:

Approved for the Brown County Planning Commission this 20th day of July, 2025.


Devin Yoder, Senior Planner



 **Robert E. Lee**
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com