VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING:	**PLAN COMMISSION**
DATE AND TIME:	**MONDAY, NOVEMBER 9, 2015 6:30 p.m.**
LOCATION:	**Germantown Village Hall Board Room**

I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for discussion and action.

II. **ROLL CALL**

III. **PUBLIC INPUT**

IV. **APPROVAL OF MINUTES**: October 12, 2015

V. **NEW BUSINESS**:

A. Perspective Design for Germantown Kiwanis and the Village of Germantown – Firemen's Park – W162 N11870 Park Avenue. Site Plan Review (1,627 sqft Gehl Foods Performing Arts Pavilion).

B. Poblocki Sign Company for Wago Corporation – N120 W19129 Freistadt Road. Sign Review Application.

C. Chris & Susan DeChant – N116 W15775 Main Street. Application for Historic Designation.

D. Henry & Julie Schlee – W148 N12455 Pleasant View Drive. 3-Lot Certified Survey Map (CSM) and Rezoning Application (A-1 to A-2).

E. Gehl Foods, LLC – W160 N11736 Crusader Court. Conditional Use Permit Application to Amend Trucking Activity Hours (CUP #5-01).

VI. **ANNOUNCEMENTS**

VII. **ADJOURNMENT**

The next Plan Commission Meeting will be on December 14, 2015 at 6:30 p.m.

UPON REASONABLE NOTICE, *efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting. Notice is given that a majority of the Village Board may attend this meeting to gather information about an item over which they have decision making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v. Greendale Village Board, even though the Village Board will not take formal action at this meeting.*

PLAN COMMISSION MINUTES
October 12, 2015

CALL TO ORDER: Chairman Wolter called the meeting to order at 6:30 p.m.

ROLL CALL: Chairman Dean Wolter, Trustee Representative David Baum, Commissioners Bill Shadid, Tim Yokes, Mary Ellen Gray, Peter Nilles and Tony Laszewski were present. Village Planner Jeff Retzlaff and Planning Assistant Lori Johnson were also present.

PUBLIC INPUT: None

PREVIOUS MINUTES: ***MOTION Baum second Shadid to Approve the minutes from 9-14-15.***

MOTION carried unanimously.

Brian & Kevin Kazmierczak – N128 W21030 Holy Hill Road. The property owners of an 18.78 acre parcel located on Holy Hill Road ½ mile east of US 41/45 are requesting approval of a rezoning and 2-lot Certified Survey Map (CSM) in order to create one (1) 5-acre parcel containing an existing farm dwelling and buildings. Planner Retzlaff summarized the proposal. The staff recommendation is to deny the rezoning and the certified survey map because the proposal is inconsistent with the land use plan map and will make it difficult to develop into a mixed use development by fracturing the area and by creating a separate 5 acre parcel.

Brian Kazmierczak said he is selling this property to the farmer across the street for him to be able to store his machinery. He realizes the land has a greater use potential down the road and as a condition of the sale, he has a buy back provision with the buyer. If development occurs and he needs to buy the property back, it is something he will be able to do at any point. Discussion followed. Planner Retzlaff said the Village has no control over the buy back feature and asked what would preclude Mr. Kazmierczak from leasing the buildings to the farmer for his use. Mr. Kazmierczak said he does that now but does not want the tax or building liability. He said he would prefer to split off a smaller lot but the Village requires a 5 acre lot size in this area. Planner Retzlaff said he is eligible to petition for rezoning and land division consistent with the land use plan, but the area is classified as mixed use and is intended for non-residential uses and higher density multi family and single family. Chairman Wolter questioned if the property needed to be rezoned to Rs-1. He said the owner is stuck in our zoning code to create the 5 acre parcel. Planner Retzlaff reasoned that it didn't make sense to split off a separate parcel because a preferred, mixed used proposal may come in that would then need to work around the 5 acre tract. Mr. Kazmierczak said he doesn't want to create that kind of problem for future development either. Trustee Baum said he was satisfied with the buy back provision because the big picture is more valuable to the owner.

MOTION Baum second Shadid to Approve the proposed A-1 to Rs-1 Rezoning for the proposed 5-acre parcel (Lot 2 on the proposed CSM); and

Approve the proposed 2-lot Certified Survey Map (CSM) as drafted subject to the following conditions:

1. ***All requirements and technical corrections identified in the Village Surveyor's September 21, 2015 memo shall be addressed in a revised CSM prior to Village Board approval.***

DRAFT

2. ***A note shall be included on the CSM indicating that "Lot 1 shall not be further divided or developed with any habitable structures until such time as soil evaluations indicating that the land can support an on-site septic system have been submitted to the Village of Germantown (unless Lot 1 is served by municipal sanitary sewer).***

Commissioner Shadid said he didn't understand the need for the rezoning. Planner Retzlaff explained the Village of Germantown has a zoning district requirement, but said the parcel could remain agricultural. Chairman Wolter said keeping the agricultural zoning would keep the property cleaner.

MOTION to Amend Shadid second Laszewski to leave the zoning at A-1.

Mr. Kazmierczak said he is doing everything possible to make sure someone can buy this property. Planner Retzlaff said he'd rather not create the future problem and avoid the remnant situation now.

MOTION to Amend carried. (6-1 Baum)

MOTION to Approve as Amended carried unanimously.

Henry & Julie Schlee – W148 N12455 Pleasant View Drive. The property owners of a 43.3 acre parcel have requested a consultation with the Plan Commission to discuss a potential 3-lot Certified Survey Map (CSM) and rezoning in order to create three (3) parcels. Because of the limited amount of frontage on Pleasant View Drive, the owner's only option is to pursue a shared driveway for the 3 parcels. Plan Commission should discuss if additional road right of way or road reservation should be required in the event Lovers Lane Road would be extended. Planner Retzlaff summarized the proposal. Mr. Schlee answered questions.

Plan Commission had the following comments and concerns:

- Trustee Baum would support a gravel driveway over 1200 sqft with a 30 foot diameter cul de sac at the end as requested by the owner. Mr. Schlee questioned where the cul de sac should be located because it is not known where the house will be.
- Is there a legal requirement to observe the 80' right of way that could have happened years ago. The road could be developed at some time in the future.
- A fire truck will not go down the driveway
- Leave the easement for the road – don't extend – leave it as is. Additional 7 foot road reservation not required.
- A 40 foot future road reservation should be shown on the CSM.

This item was a consultation. No action was taken.

Machining Concepts – W188 N12050 Maple Road. Germantown Realty Investments LLC, property owner, is requesting sign approval for the recently completed manufacturing facility. Planner Retzlaff summarized the proposal.

MOTION Baum second Yokes to Approve the proposed monument and directional signs for Machining Concepts located at W188 N12050 Maple Road.

DRAFT

Trustee Baum asked if the sign caused any sight line issues at the intersection. Wayne Beebot, owner, said the grading had been changed and the sign location was moved to address the sight line issue.

MOTION carried unanimously.

MOTION Baum second Shadid to go to Item E on the Agenda

Community Development Department – Discussion of 2015 Community Survey Results.
Planner Retzlaff reviewed the Community Survey process and results. He said 1,542 responses were completed on-line for a total of 42 percent response rate. A summary of the survey answers and responses to the essay questions 8 and 9 asking what caused the quality of life to change in the Village and what 1 thing would they change, were given to Commission members to review.

Commissioner Gray asked if there was a way to give a percentage of the same answer. Planner Retzlaff said the comments were summarized but a specific number of the same comment was not done. Commissioner Yokes said road improvements, a pool, a community center, full time fire department and K-4 were the most frequent comments. More family style restaurants was also a common response and well as preferring single-family housing and no multi-family development.

Planner Retzlaff asked what further analysis should be done with the data. He said the general reaction to multi-family development in the future did not get positive support. And he added that answers regarding future development questions differed depending what zone the response was from. Age range, relative location, how long someone has lived here or owned property here responses could be looked at closer for further analysis.

Commissioner Laszewski was surprised how many people support the Germanic themed architecture. Planner Retzlaff said 41 percent said to continue the requirement along Mequon Road and 30 percent wanted it applied throughout the Village. He said he could analyze comments by zone regarding preserving the rural character of the Village.

Chairman Wolter said he's interested in the data breakdown at the Holy Hill interchange area where development may occur next and see what people are looking for in regards to the type of development they want to see and how they feel about the 5 acre requirement or if that's too restrictive. He said a fair amount of the responses, approximately 75 percent, are against multi-family development becoming more dense. Planner Retzlaff said it is a balancing act between what the Village wants and possibly what the federal government might tell us to provide in our community. Chairman Wolter said he'd also like to see a breakout of how landowners north of Freistadt feel regarding land use versus those landowners south of Freistadt Road. Planner Retzlaff said 45 percent of the respondents want a more conservation design subdivision that are single family developments.

Commissioner Laszewski said he'd like to see a breakdown by zone how residents feel about future growth and what they want at the Holy Hill interchange area and along Freistadt Road. Chairman Wolter said the survey is a good tool for the future and allows us to get information as we look at different areas and developments that come through.

DRAFT

Community Development Department – Discussion and action on possible Zoning Code amendments regarding Planned Development District (PDD) provisions, density and lot size definitions. Planner Retzlaff said at the Plan Commission meeting in September, zoning code definitions and PDD provisions for surrounding communities was reviewed. It was agreed our code needs to be revised and build in some solid definitions and calculations. Planner Retzlaff said he tweaked the net acre definition that Plan Commission recommended last month to make it clearer. He agrees with the concept of excluding unbuildable lands from the calculation of density as a base in our general zoning districts, but said we need to have a provision in our plan development district regulations that allows the ability for the Village to be more flexible. The proposed language provides for the Village to negotiate density with a developer depending on the benefits the developer proposes. Discussion followed. Chairman Wolter said not all developments fit straight zoning and the PDD allows that flexibility of give and take. But the PDD overlay is what gets confusing. Planner Retzlaff said you need to start somewhere, and then re-write what needs to be changed to accommodate the development. Commissioner Gray said the new net acre definition and what it excludes is very strict. The ability to negotiate is necessary. Trustee Baum said the PDD can undo what the straight zoning requires, through negotiation, and could allow something different from what is permitted, to offset costs for the developer. Trustee Zabel said his understanding of a PDD is that the underlying zoning density still applies and that building materials, type of buildings or type of development are arbitrary. Planner Retzlaff said the proposed PDD definition creates a provision that enables the Village to increase density to some amount or percentage on a case-by-case basis given the size, location, type of development, quality of building materials, type and amount of amenities proposed by a developer.

MOTION Baum second Shadid to accept the new definition of Acre, Net 17.08(2a) as defined by the Village Planner.

17.08(2a) Acre, Net.

A measure of developable land area computed by subtracting unbuildable features including: ~~after excluding~~ dedicated rights-of-way required for existing streets and highways, 100 percent of area in navigable water bodies, rivers and streams ~~surface water~~, 100 percent of area in delineated wetlands, and 100 percent of area in the 100-year floodplain ~~areas~~. Area subject to more than one unbuildable feature shall be subtracted only once.

MOTION carried unanimously.

MOTION Baum second Shadid to accept the definition for 17.27(2)(d) Density as written by the Village Planner.

17.27(2)(d) Density.

The Planned Development District may permit the transfer of density (dwelling units) from one portion of the subject site to another and will permit the clustering of dwelling units in one or more locations within the total site. ~~However, the density of use shall not exceed the density permitted in the underlying existing zoning district.~~ The Village may increase density, i.e. allowable development units greater than the amount allowed in the underlying zoning district, after considering the community benefits to be derived from the development based on the size, location, type of development, quality of building materials, and type and amount of

aesthetic, architectural, and recreational features and amenities proposed for the development.

Trustee Baum asked for confirmation that the definition could allow a change to density. Chairman Wolter confirmed that density could be negotiated.

MOTION carried unanimously.

ANNOUNCEMENTS: Trustee Baum said the Building Construction Oversight Committee and the Park and Recreation Commission will be meeting Wednesday, October 14, 2015 at 5:30 p.m. at the Senior Center to discuss the location and aesthetics for the band shell.

ADJOURNMENT: There being no further business, the meeting was adjourned at 9:00 p.m.

Respectfully submitted,

Lori Johnson
Planning Assistant

DRAFT

SITE PLAN REVIEW

11/9/15 Plan Commission Meeting

Kiwanis of Germantown / Village of Germantown

Village Planner Report **Germantown, Wisconsin**

Summary

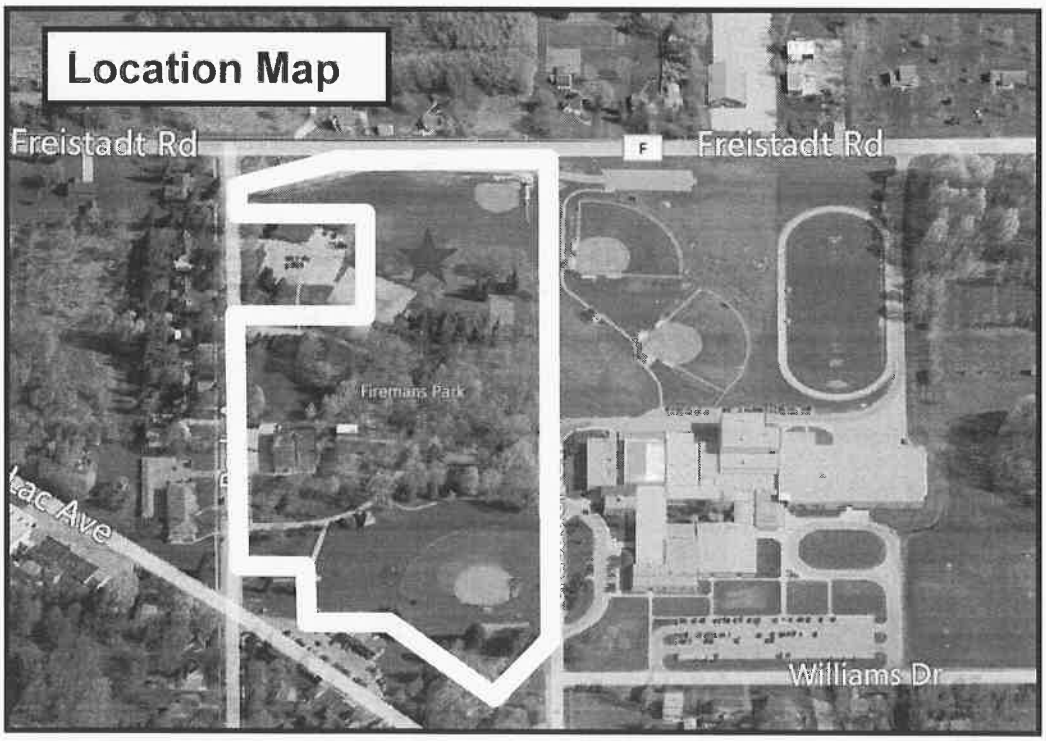
John Krause, agent for the Germantown Kiwanis organization, and Brad Kropp, Perspective Design Inc., are requesting approval of REVISED site development and building plans for a 1,627 sqft open-air performing arts pavilion to be constructed within the Village's Firemen's Park property on Park Avenue.

Location: Firemen's Park – W162 N11870 Park Avenue

Applicants: Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Current Zoning: I: Institutional

Adjacent Land Uses		Zoning
North	Residential	Rs-3
South	Commercial	B-1
East	Institutional	I
West	Residential	Rs-3/Rm-2



Background

The Gehl Foods Performing Arts Pavilion is a concept of the Germantown Kiwanis Club. Kiwanis began promoting the idea and getting approvals in place to complete the project eight years ago. With a base of private funding for the project in place, the Kiwanis Club has set 2016 as the targeted year for breaking ground on the project with completion by next summer. The vision of the Kiwanis Club is to build the Gehl Foods PAP as a center point for public performances. The Gehl Foods PAP will be used by the Germantown Community Band, the Germantown High School Band, Destination Imagination, events put on by the Parks & Recreation Department and other groups in the community.

The Gehl Family, founders of Gehl Foods in Germantown, announced their $100,000 donation to the community's Performing Arts Pavilion in April, 2015. With their donation, the pavilion will be named The Gehl Foods Performing Arts Pavilion. The Gehl Family recently sold Gehl Foods in Germantown to a Chicago based equity company. In a surprise announcement the new CEO of Gehl Foods pledged an additional $25,000 toward the Performing Arts Pavilion project. The Gehl Family and Gehl Foods are so deeply rooted in the Germantown area that they wanted to be part of this community based effort. ***[SOURCE: Germantown Kiwanis website www.gtownkiwanis.org]***

Following the PC's initial review in September, the Village's Building Construction Oversight Committee and Parks Commission have worked together on a new location within Firemen's Park as part of preparing an overall master plan for the park.

Proposal

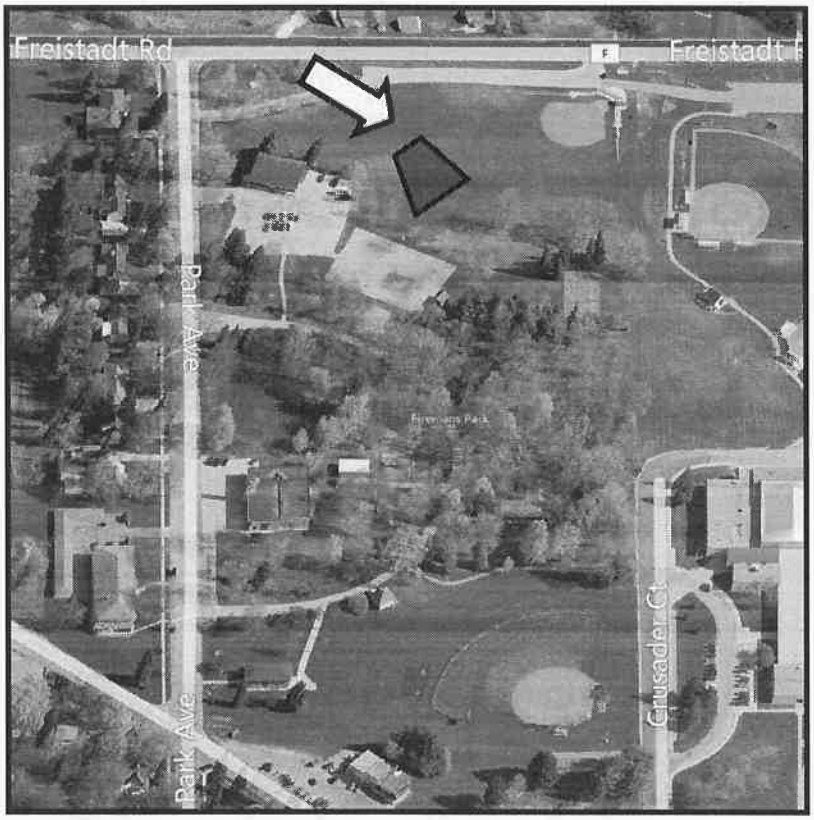
John Krause, agent for the Germantown Kiwanis organization, and Brad Kropp, Perspective Design Inc., are requesting approval of site development and building plans for a 1,627 sqft open-air performing arts pavilion to be constructed within the Village's Firemen's Park property on Park Avenue.

- As presented in the detailed plans, the PAP includes:
- 1,027 concrete floor stage area (w/ handicapped accessibility)
- 460 sqft enclosed, unconditioned "backstage" storage area
- Precast concrete panels w/ brick inlay
- Standing seam metal roof
- Steel column supports w/ brick-wrapped column bases
- Donor recognition signage & paver block patio (future)

The PAP will be located within Firemen's Park just east of the Senior Center building. The PAP will be easily accessible via existing sidewalk in the park and a short distance from the Senior Center parking lot to the west.

Parking for the PAP will be available from a number of locations, including on-street parking along the adjacent streets of Park Avenue and Crusader Court (220 unmarked stalls) and the Village's Senior Center parking lot (60 stalls). Discussion between Kiwanis, Village of Germantown and the Germantown School District concerning the

possible use of the Kennedy Middle School parking lot (180 stalls) is pending. Other public streets in the area, including Freistadt Road, Williams Drive, Church Street and Park Avenue (south of STH 145) are also available for on-street parking (and typically used for parking during the Village's annual 4th of July event at Firemen's Park).



The proposed 1,627 sqft footprint will not increase impervious area in the park property; consequently, additional storm water management features will not be required.

Exterior lighting for the facility is limited to wall packs with cut-off fixtures on the building perimeter.

Inspection Services

The Building Inspector has indicated that the submission of state-approved plans will be required prior to issuing a building permit.

Public Works Department

The following comments have been received from Public Works staff concern lighting and electrical service to the park:

There is a 220 service that feeds the outlets along the outfield fence. The issue with the electric currently is accommodating the vendors at the 4th of July and Taste of Germantown. Vendors are asking for 240 volts and we do not have the receptacles to make that happen. Additionally, the site plan as proposed will impact the current layout of both the 4th of July and Taste of Germantown events. All in all this isn't a huge deal, but those events are not getting any smaller. Our hope is that, because these events

are also functions of Kiwanis, they are considering how the pavilion will fit into those events, too. If they plan on changing the layout of those events once the pavilion is constructed it would be beneficial to know this ahead of time so Village staff can incorporate any changes as part of this project. Having time to budget and look at this as a comprehensive park project will save money and headache in the long run.

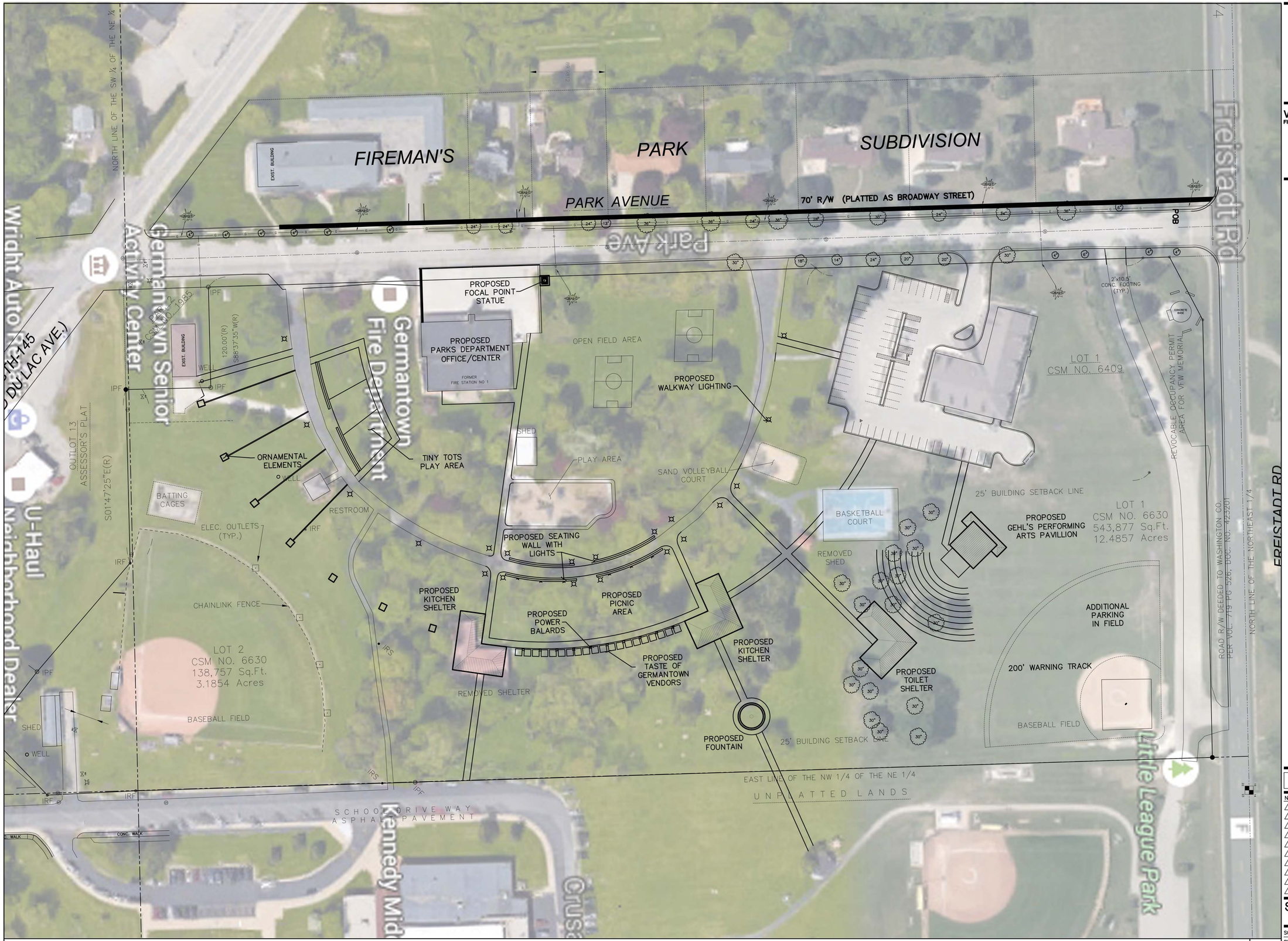
We also feel it important to share with the elected officials the impact this structure will have on the park itself. An example is lighting. Currently there isn't any path lighting within Fireman's Park. When events are held, the sponsoring organizations rent portable lights. If that is something that will be incorporated as a Village project, provisions should be made with the construction of the pavilion. Generally speaking, Village staff would like to have further discussion and direction as to how this project will fit into and affect existing functions in the park.

Fire Department/Police Department
No comment.

Village Planner Recommendation

APPROVE the site development and building plans for the proposed 1,627 sqft performing arts pavilion to be constructed within the Village's Firemen's Park property on Park Avenue subject to the following conditions:

1. Approval is for the site development and building plan set with revised date of October 29, 2015 unless otherwise revised by a subsequent plan set approved by the Village Planner pursuant to revisions required herein.
2. All exterior doors shall be clearly marked with reflective 5" or larger letters/numbers to aid emergency personnel access as required by the Police Department.
3. State approved plans are required by Inspection services as part of the building permit application.



SHA
Schroeder & Holt Architects

311 East Chicago Street
Suite 310
Milwaukee, WI 53202

p. 414-276-1760
f. 414-276-1764
www.sha-a2k.com

VILLAGE OF GERMANTOWN
FIREMAN'S PARK MASTERPLAN

INFORMATION ON THIS DRAWING TAKES PRECEDENCE OVER THE SPECIFICATIONS MANUAL IF THE DOCUMENTS HAVE CONFLICTING INFORMATION.

NO.	DATE	BY	DESCRIPTION
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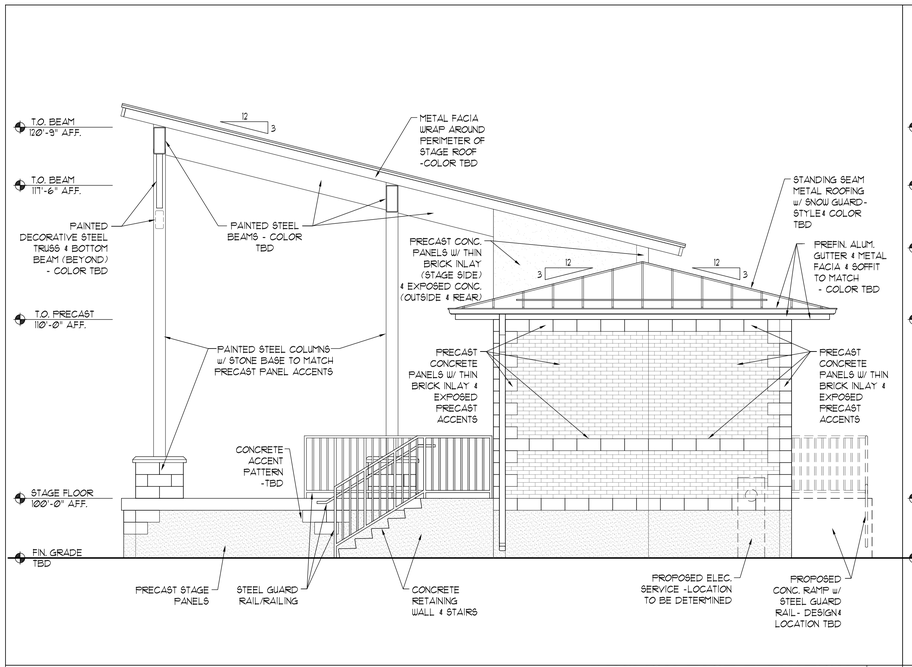
SITE PLAN

SCALE: 1:40
SHEET: SP1.0
PROJECT #:
DRWN BY: CHKD BY:
BLDG. SUBMITTAL:

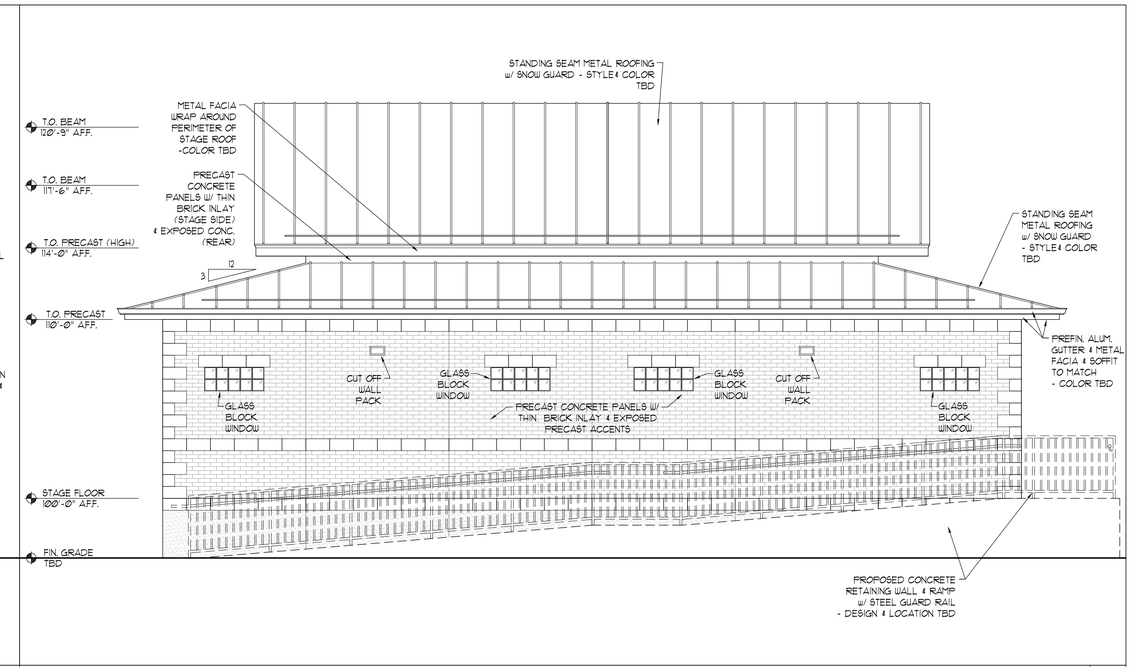
SITE PLAN 1

SCALE: 1:50

PLOT DATE: 10/29/2015



PAVILION EAST ELEVATION 4
1/4"=1'-0"



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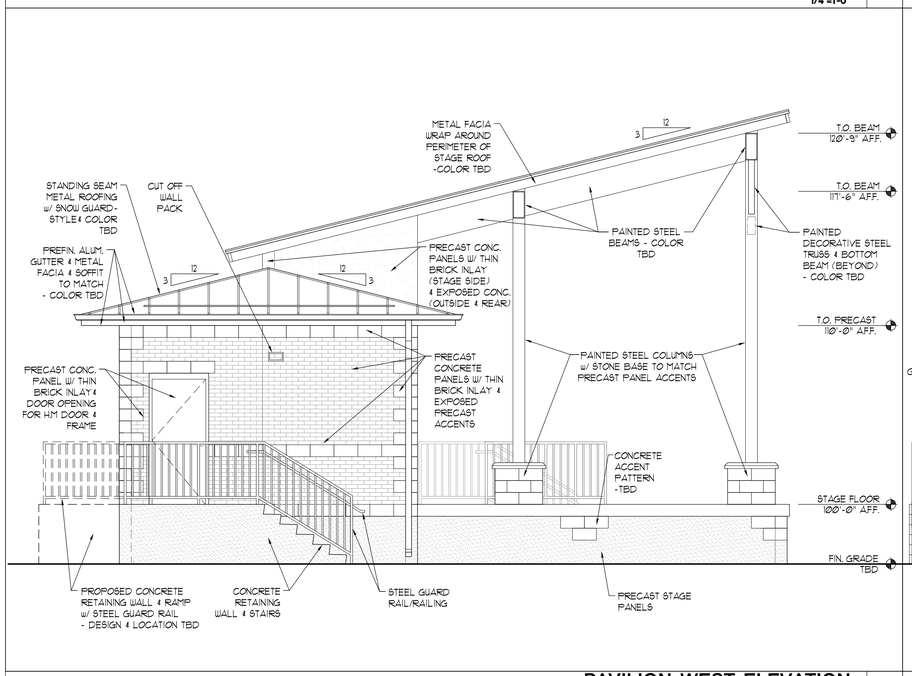

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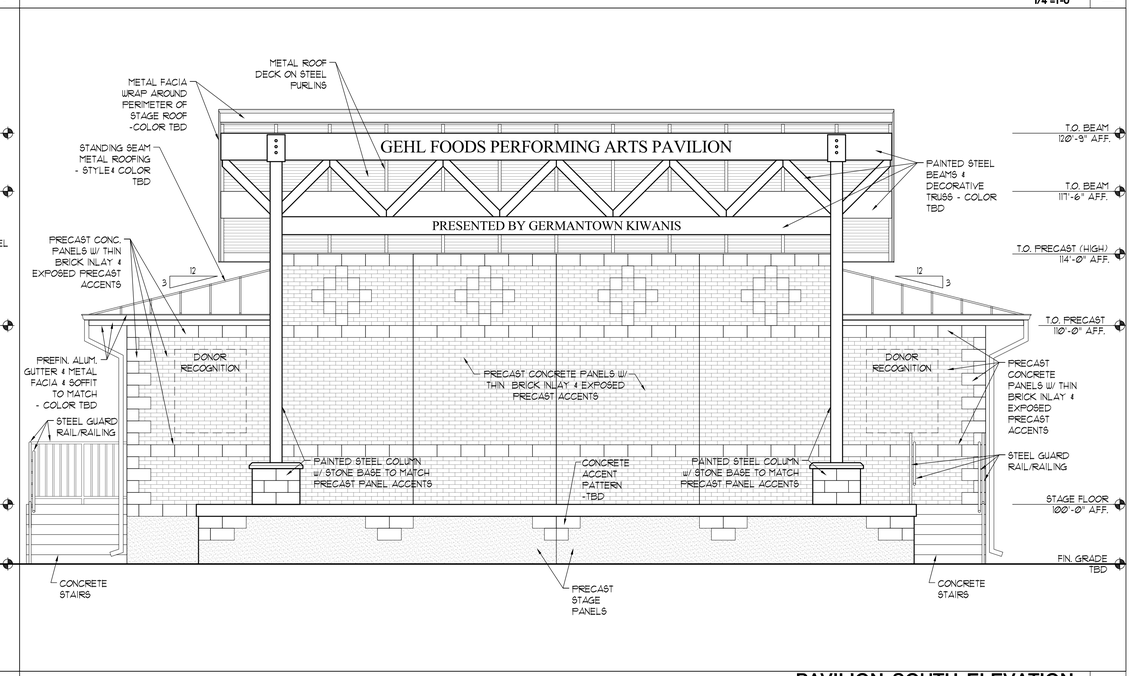

PAVILION SOUTH ELEVATION 1
1/4"=1'-0"

FULL SIZE PRINT = 24" x 36" SHEET

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REV. #	REV. DATE	DESCRIPTION	REV. BY:
	08.06.15	PC SUBMITTAL	BJK
	10.29.15	PC RESUBMITTAL	BJK

Project:
New Building For Germantown Kiwanis:
Gehl Foods Performing Arts Pavilion at Firemen's Park
W162 N11870 Park Ave.
Germantown WI 53022

PERSPECTIVE DESIGN, INC.
11525 W. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781

Drawing Title:
PAVILION ELEVATIONS

THIS BOX IS ½" x ½"

Date:	10.29.15
Scale:	NOTED
Drawn:	DNG
Job:	
Sheet:	A2.1

NOT FOR CONSTRUCTION

- PRELIMINARY -
FOR ESTIMATING AND REVIEW ONLY

FILE NAME: P:_PROJECTS\GERMANTOWNBANDSHELL\A201_GTOWN_BANDSHELLDWG

SIGN PERMIT REVIEW

11/9/15 Plan Commission Meeting

WAGO Corporation / Poblocki Sign Company

Village Planner Report **Germantown, Wisconsin**

Summary

Poblocki Sign Co, agent for the WAGO Corporation, property owner, is requesting approval of a sign permit application for a wall-mounted sign for the expanded warehouse & manufacturing facility located in the Germantown Industrial Park.

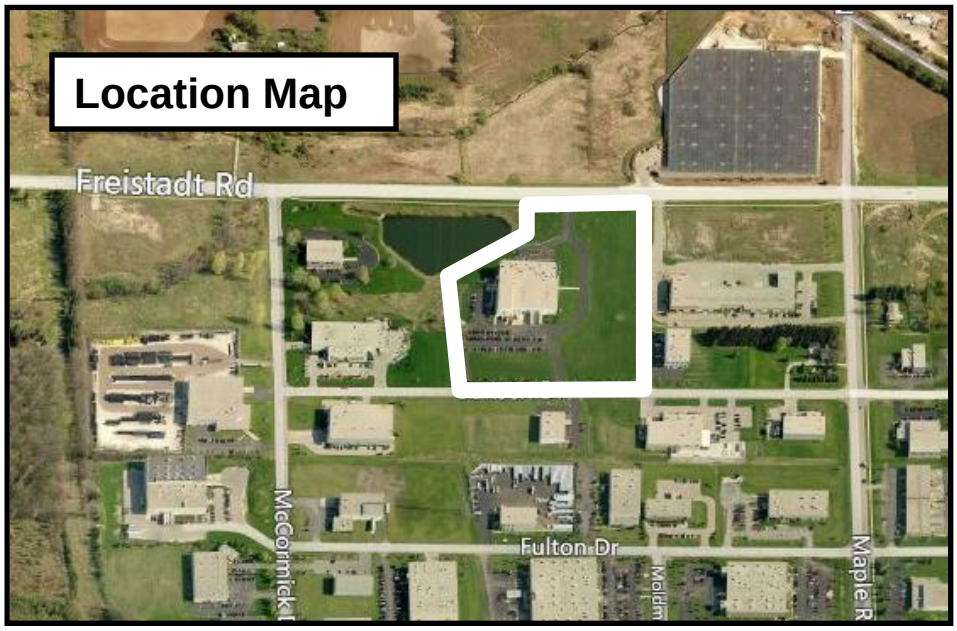
Property Location: N120 W19129 Freistadt Road

Property Owners: Wago Corporation
N120 W19129 Freistadt Road
Germantown, WI 53022

Applicant: Poblocki Sign Company
922 S.70th Street
West Allis, WI

Current Zoning: B-2: Community Business District w/ PDD Overlay

Adjacent Land Uses		Zoning
North	Industrial/Agricultural	M-1/A-1
South	Industrial	M-1
East	Industrial	M-1
West	Industrial	M-1



Proposal

Poblocki Sign Co, agent for WAGO Corporation, property owner, is requesting approval of a sign permit application for the following wall-mounted sign for the expanded warehouse & manufacturing facility located in the Germantown Industrial Park:

- A 8’4” high x 23’ long (191 sqft) wall-mounted sign to be located on the south side of the warehouse addition facing Bunsen Drive. The sign will be comprised of individual, internally illuminated letters surface mounted to the wall.

Staff Analysis

The proposed wall sign meets the Village’s sign requirements.

Village Planner Recommendation

APPROVE the proposed wall-mounted sign for the WAGO Corporation in the Germantown Industrial Park subject to the following conditions:

1. An electrical permit shall be obtained from Inspection Services prior to installation of any/all electrical components.
2. All electrical sign components must be listed and labeled by a recognized lab.

Village of Germantown ...Willkommen

Fee must accompany application

$275 Sign Review Fee

$ 75 Sign Face Replacement

Paid [illegible] Date 9-23-15

SIGN REVIEW APPLICATION

Pursuant to Section 17.46 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1 APPLICANT OR AGENT

Poblocki Sign Company
Deb Burton/Ron Rogahn
922 S. 70th St.
West Allis, WI 53214
Phone (414) 453-4010
Fax ( )
E-Mail dburton@poblocki.com

PROPERTY OWNER

WAGO Corporation
Greg Rinn
N120 W19129 Freistadt Rd.
Germantown, WI 53022
Phone (262) 509-8452

2 PROPERTY ADDRESS OR GENERAL LOCATION

N120W19129 Freistadt Rd.

3 SIGN INFORMATION

Sign Dimensions 8'4" height x 23' width (Single)/Multi Tenant (circle one)
Number of Sides Single
Building Frontage SF see bldg. elevation drwg
Total Square Footage of Sign (include all sides) 194.59 overall
Total height of the Sign
Is the Sign to be illuminated x yes ____ no
Type of Sign Construction Materials acrylic/aluminum/vinyl
Distance to Closest Property Line On south bldg. wall west end

Are there any existing signs on the property Yes - small entrance on this side - see photos
If yes, what is the total Square Footage of existing signs One free standing and one bldg. sign on other side of bldg.
What are the intentions for the existing signs: Take down ____ Remain x

4 SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

D. Burton 9-21-15
Applicant Deb Burton Date
Poblocki Signs

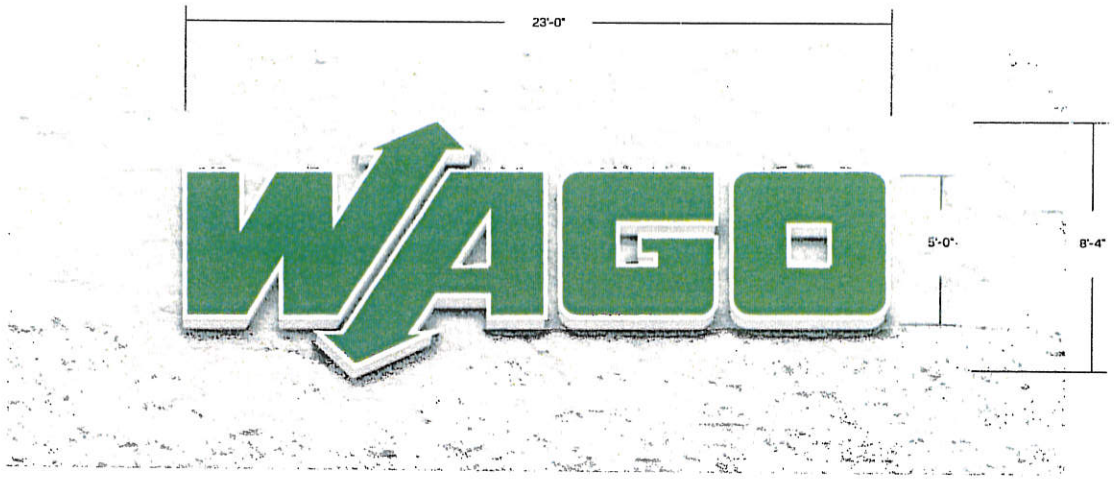
Greg S. Rinn 10/28/15
Owner Date

SIGN SPECIFICATIONS

1A1 - ILLUMINATED LETTERS

Lighting: LED - White
Voltage:
Description: Face-Lit [Acrylic]
Face Color: To Match Vinyl Sample (Green)
Return Color: White
Trimcap Color: White
Installation: Flush to wall

192.59



POBLOCKI

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This document represents only an approximation of material colors specified. Actual product colors may vary from this print or digital image.

Project
Wago

Germantown WI

Scale: 1/4"=1'
Original Page Size: 11" x 17"

Notes:

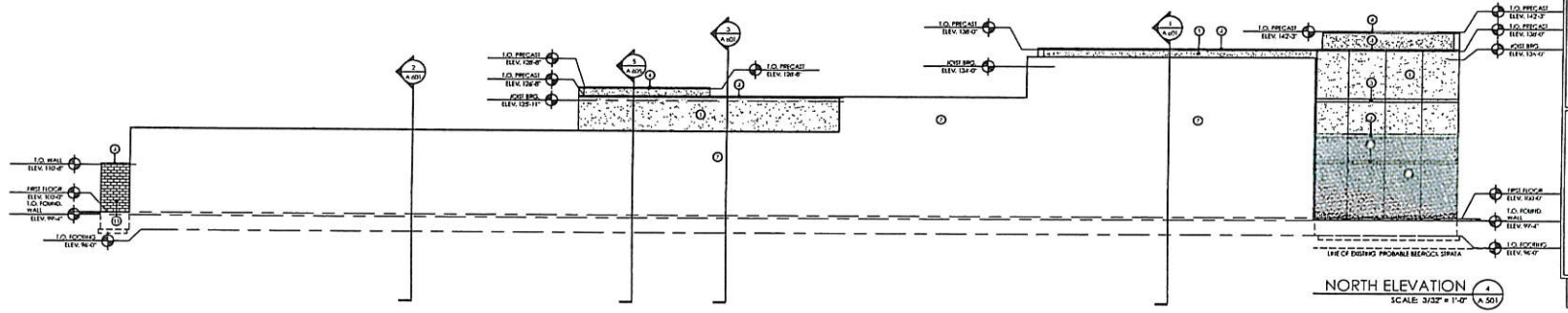
Revisions:
REV DESCRIPTION BY DATE

Sales: Ron Rogatski
Designer: Greg Mortimer Date: 08/04/15

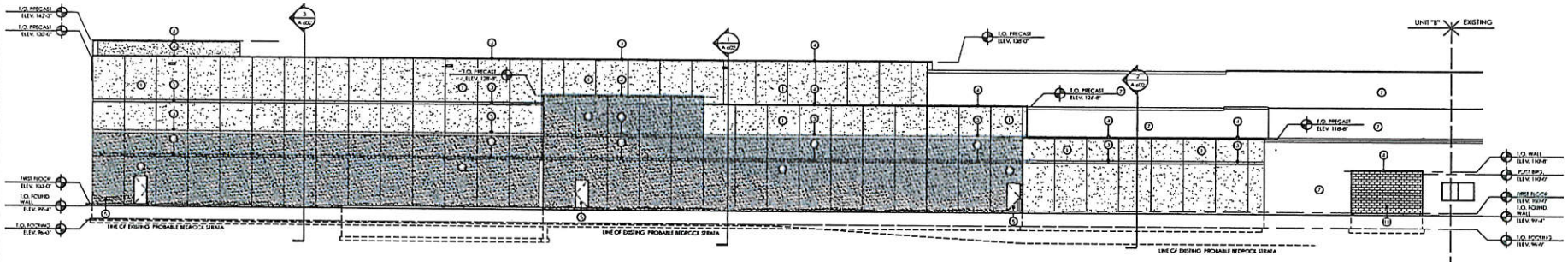
Sign Loc. No.

LL-01
Lit Letters

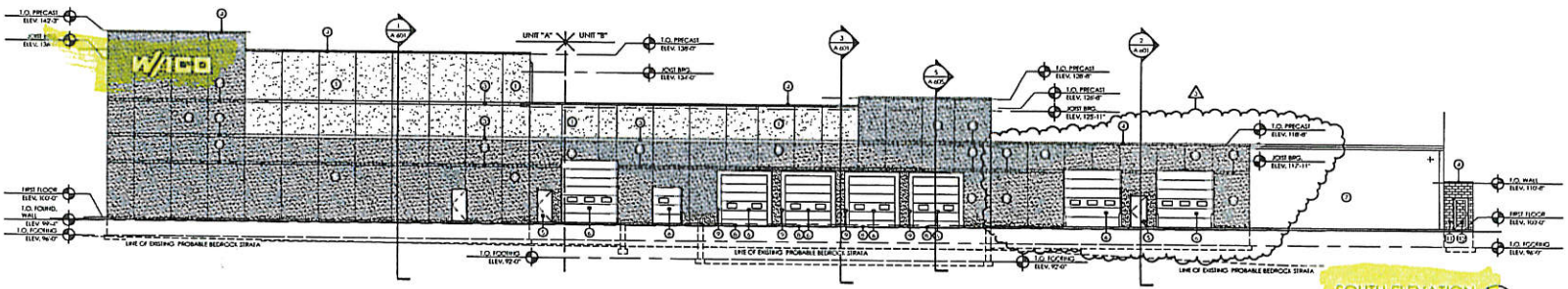
71066 C01
Job Number Rev. Sheets



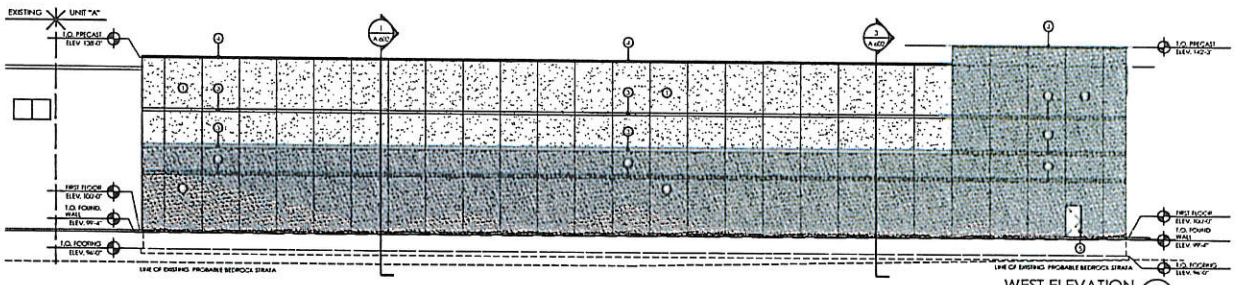
NORTH ELEVATION
SCALE: 3/32" = 1'-0" (4 / A 501)



EAST ELEVATION
SCALE: 3/32" = 1'-0" (3 / A 501)



SOUTH ELEVATION
SCALE: 3/32" = 1'-0" (4 / A 501)



WEST ELEVATION
SCALE: 3/32" = 1'-0" (1 / A 501)

ELEVATION KEYNOTES

NO.	DESCRIPTION
1	PRECAST CONCRETE WALL PANEL - "SANDBLASTED" FINISH
2	PRECAST CONCRETE WALL PANEL - "AGGREGATE" FINISH
3	1/2" x 8" REVEAL - SMOOTH FINISH - TO MATCH EXISTING - NO PAINT
4	PRE-FINISHED METAL FASCIA
5	HOLLOW METAL DOOR AND FRAME (PAINT WITH PAINT FINISH E-1)
6	SECTIONAL OVERHEAD DOOR
7	EXISTING CONSTRUCTION
8	DOCK LEVELER
9	DOCK SHELTER
11	SPLIT FACE CMU - PAINT WHITE TO MATCH EXISTING
12	ALUMINUM ENTRANCE DOOR AND FRAME

ABACUS ARCHITECTS

CB-1 - JUNE 10, 2015

CB-3 - JULY 2, 2015

© 2015 ABACUS ARCHITECTS, INC.

DATE: APRIL 14, 2015

WAREHOUSE, STORAGE AND MAINTENANCE ADDITIONS:

WAGO CORPORATION

N120W19129 FREISTADT ROAD, GERMANTOWN, WISCONSIN 53022

ABACUS ARCHITECTS INC., 1135A MICHIGAN AVENUE, SHEBOYGAN, WISCONSIN 53081 P: 920-452-4444

DRAWN BY: KED

CHECKED BY: KED

A / 501

PROJ. NO. 2013-69

Google Maps Co Hwy F

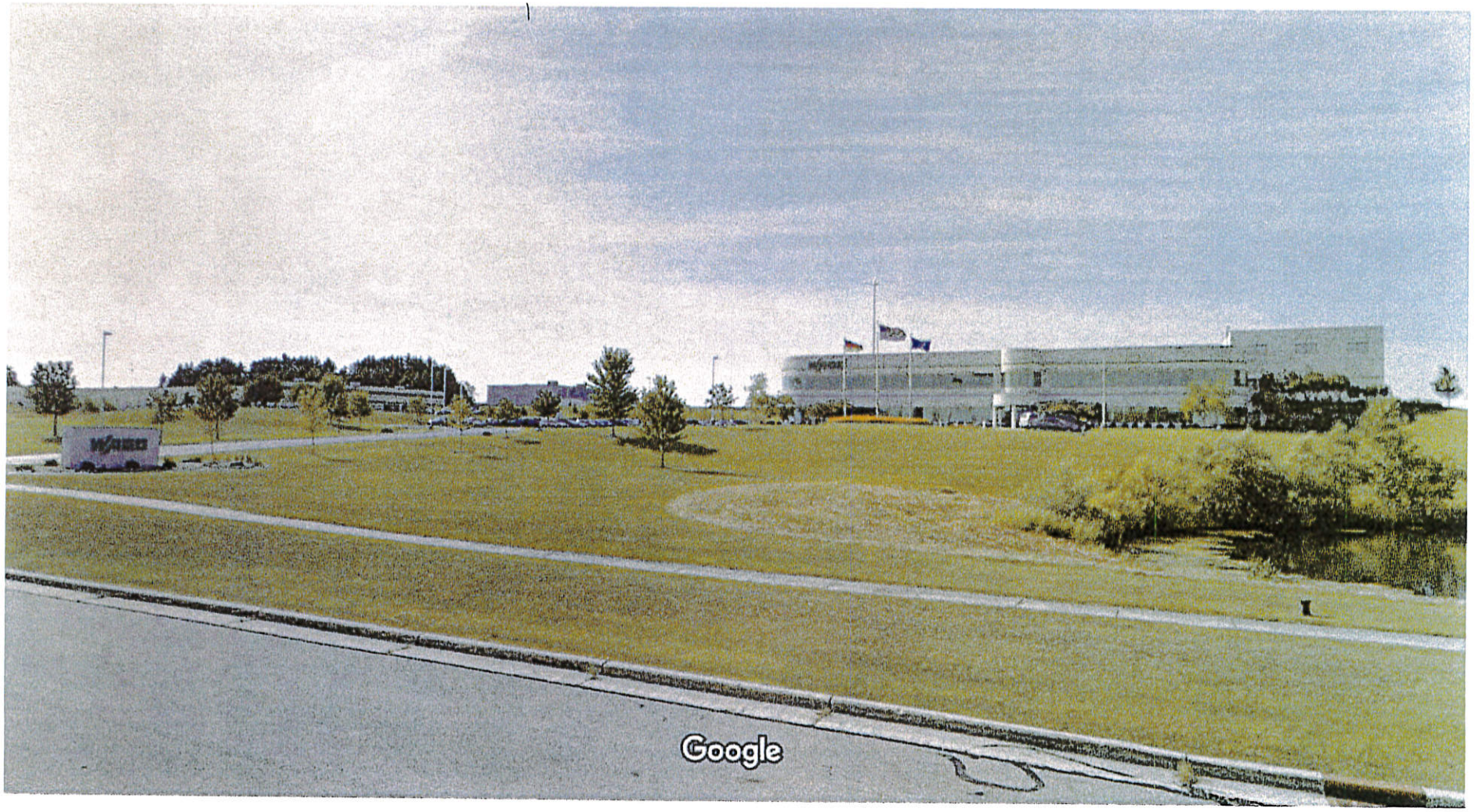


Image capture: Aug 2013 © 2015 Google

Germantown, Wisconsin

Street View - Aug 2013

Google Maps Bunsen Dr

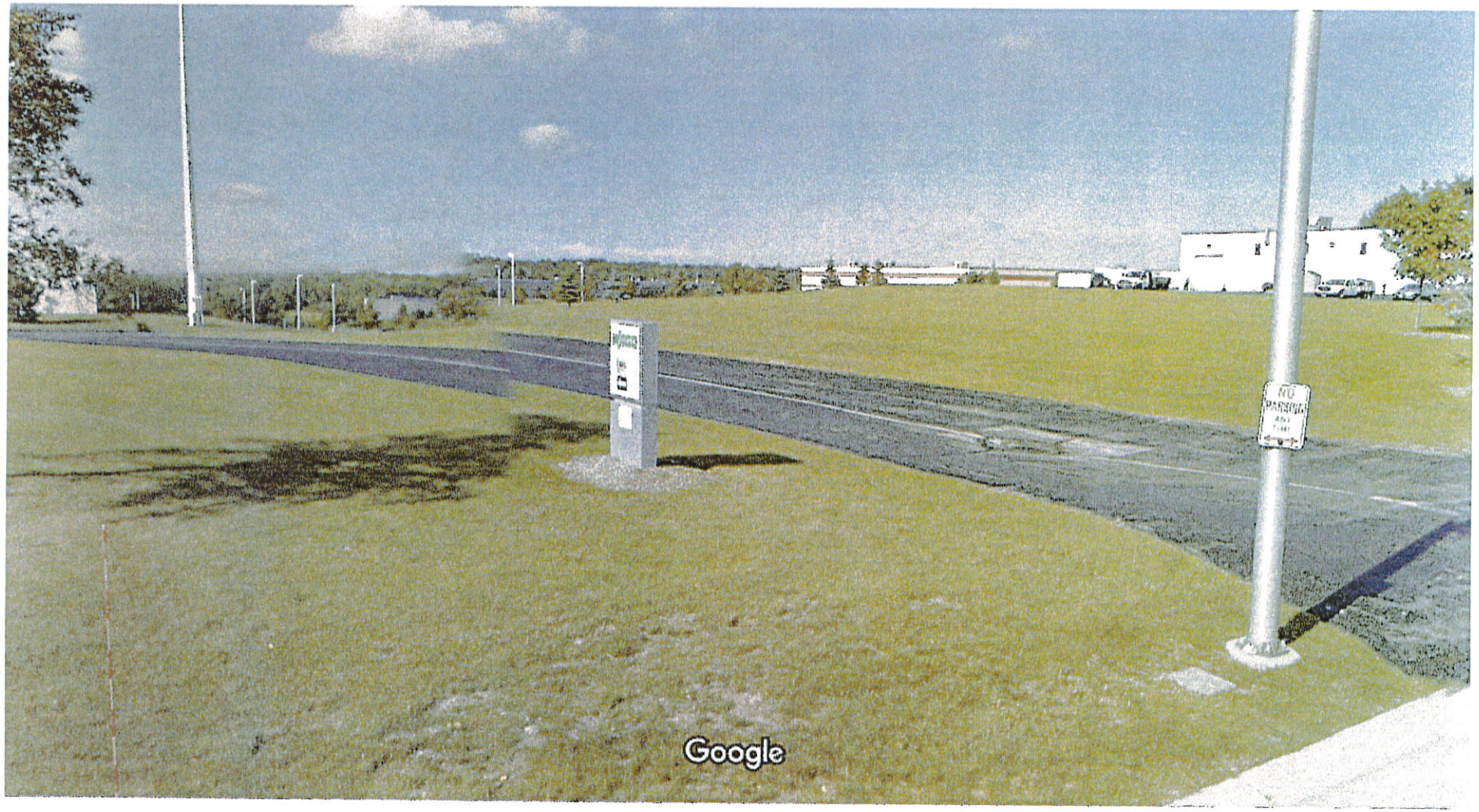


Image capture: Aug 2013 © 2015 Google

Germantown, Wisconsin

Street View - Aug 2013

HISTORIC DESIGNATION APPLICATION

11/9/15 Plan Commission Meeting

Chris & Susan DeChant Property (Frank Schlaefer Homestead)

Village Planner Report **Germantown, Wisconsin**

Summary

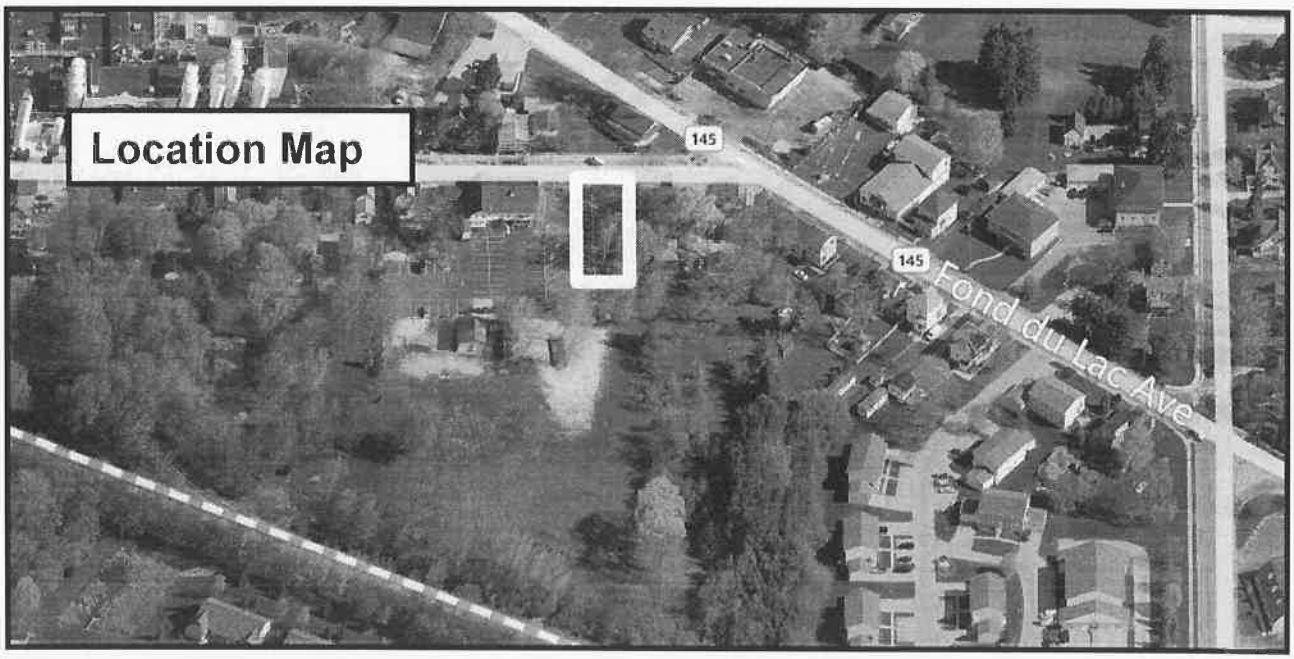
Chris & Susan DeChant, property owners, are seeking approval of the Village's Historic Designation for the (former) Frank Schlaefer Homestead located at N116 W15775 Main Street.

Property Location: N116 W15775 Main Street

Owner/ Applicant: Chris & Susan DeChant
N116 W15775 Main Street
Germantown, WI 53022

Current Zoning: B-3: General Business District

Adjacent Land Uses		Zoning
North	Commercial/Business	B-3
South	Commercial/Business	B-3
East	Commercial/Business	B-3
West	Commercial/Business	B-3



Proposal/Background

Historic Designation applications are part of an overall voluntary program as set forth in Section 26 of the Village Code. The Historic Designation (HD) serves as an "overlay" district with specific design and improvement guidelines that need to be met in order to retain the Historic Designation. Once designated, the regulations set forth in Section 26 limit the type and amount of future improvements to designated structures or lands without meeting certain guidelines intended to protect and preserve historical character.

Chris & Susan DeChant are seeking approval of the Village's Historic Designation for the Frank Schlaefer Homestead located at N116 W15775 Main Street. As required, the owners have provided a detailed history of the property and former owners as part of their application (attached).

The Frank Schlaefer Homestead is a private residence situated on what is now a .19-acre parcel (of the original 40 acre parcel in 1902). The house was originally constructed in 1902. The parcel is zoned B-3: General Business and the Comprehensive Land Use Plan designation for this parcel is "Village Mixed Use".

As required, other Village Departments have reviewed the request and provided recommendations. All departments have expressed their support for the Historical Society request, except for the Community Development Department for reasons discussed in a September 18, 2013 letter (copy included in application documents).

The Plan Commission is required to review the request and make a recommendation to the Village Board (similar to a rezoning application). A recommendation for approval of the historic designation requires a 2/3-majority vote (5 of 7 members) of the Plan Commission.

Village Planner Recommendation

DENY the requested Historic Designation for the (former) Frank Schlaefer Homestead located at N116 W15775 Main Street.

Village of Germantown ...Willkommen

HISTORIC PRESERVATION COMMISSION
N112 W17001 MEQUON ROAD
P.O. BOX 337
GERMANTOWN, WI 53022-0337

APPLICATION FOR HISTORIC DESIGNATION

PURSUANT TO SECTION 17.00 OF THE MUNICIPAL CODE

PLEASE READ AND COMPLETE THIS APPLICATION CAREFULLY. ALL APPLICATIONS MUST BE SIGNED AND DATED.

1. APPLICANT OR AGENT

Chris and Susan DeChant
N116 W15775 Main Street
Germantown, Wisconsin 53022

PHONE 262 623-1831 or 1832

2. PROPERTY OWNER

Same as applicant

PHONE Same as applicant

3. PROPERTY ADDRESS

Same as above

4. TAX KEY NUMBER

GTNV 224 964

5. PROPERTY HISTORY

HISTORIC NAME OF PROPERTY
The Frank Schlaefer Home

DATE BUILT
1902

ARCHITECT / BUILDER

SOURCE OF THIS INFORMATION
See the house history attached.

☐ CHECK HERE IF THIS PROPERTY IS THREATENED WITH DEMOLITION OR DESTRUCTION.

6. PURPOSE OF APPLICATION

BRIEFLY DESCRIBE THE REASON FOR YOUR REQUEST

It's a beautiful home that is unique to the other houses on Main Street. It has been restored to show it's orginal style of the era it was built. It should be preserved and protected.

APPROVED BY THE GERMANTOWN HISTORIC PRESERVATION COMMISSION

THE FRANK SCHLAEFER HOME

An Application for Historic Designation

Applied for by Chris and Susan DeChant

9/21/2015

RECEIVED
OCT - 2 2015
OFFICE OF THE VILLAGE PLANNER
VILLAGE OF GERMANTOWN

Includes a signed and dated application. Current photos. Zoning map of the surrounding area. Certified Survey Map. An Informational story about the people and events associated with the property that has contributed to the history of Germantown and the surrounding area. Succession list of owners with copies of their warranty deeds. Comments from the village departments.

7. HISTORIC SIGNIFICANCE OF PROPERTY

CHOOSE ONE OR MORE OF THE FOLLOWING.

- [x] THIS PROPERTY ILLUSTRATES AN IMPORTANT ASPECT OF GERMANTOWN'S HISTORY THROUGH ITS ETHNIC, AGRICULTURAL, INDUSTRIAL, ETC., HISTORY.
- [x] THIS PROPERTY IS DIRECTLY ASSOCIATED WITH A PERSON WHO MADE IMPORTANT CONTRIBUTIONS TO GERMANTOWN'S HISTORY.
- [x] THIS PROPERTY IS ARCHITECTURALLY OR ARTISTICALLY SIGNIFICANT.

EXPLAIN BRIEFLY AND INCLUDE SOURCES IF APPROPRIATE. ATTACH ADDITIONAL PAGES AS NECESSARY.

See attached story.

8. DOCUMENTATION

PLEASE CHECK ONE OR MORE OF THE FOLLOWING:

- [x] RECENT PHOTOGRAPH (REQUIRED)
- [ ] BUILDING PLANS (IF AVAILABLE)
- [x] HISTORIC PHOTOGRAPH (IF AVAILABLE)
- [x] ANY ADDITIONAL SUPPORTING INFORMATION.
- [x] SIMPLE MAP OF THE PROPERTY (REQUIRED)

BRIEFLY DESCRIBE. ATTACH ADDITIONAL PAGES AS NECESSARY.

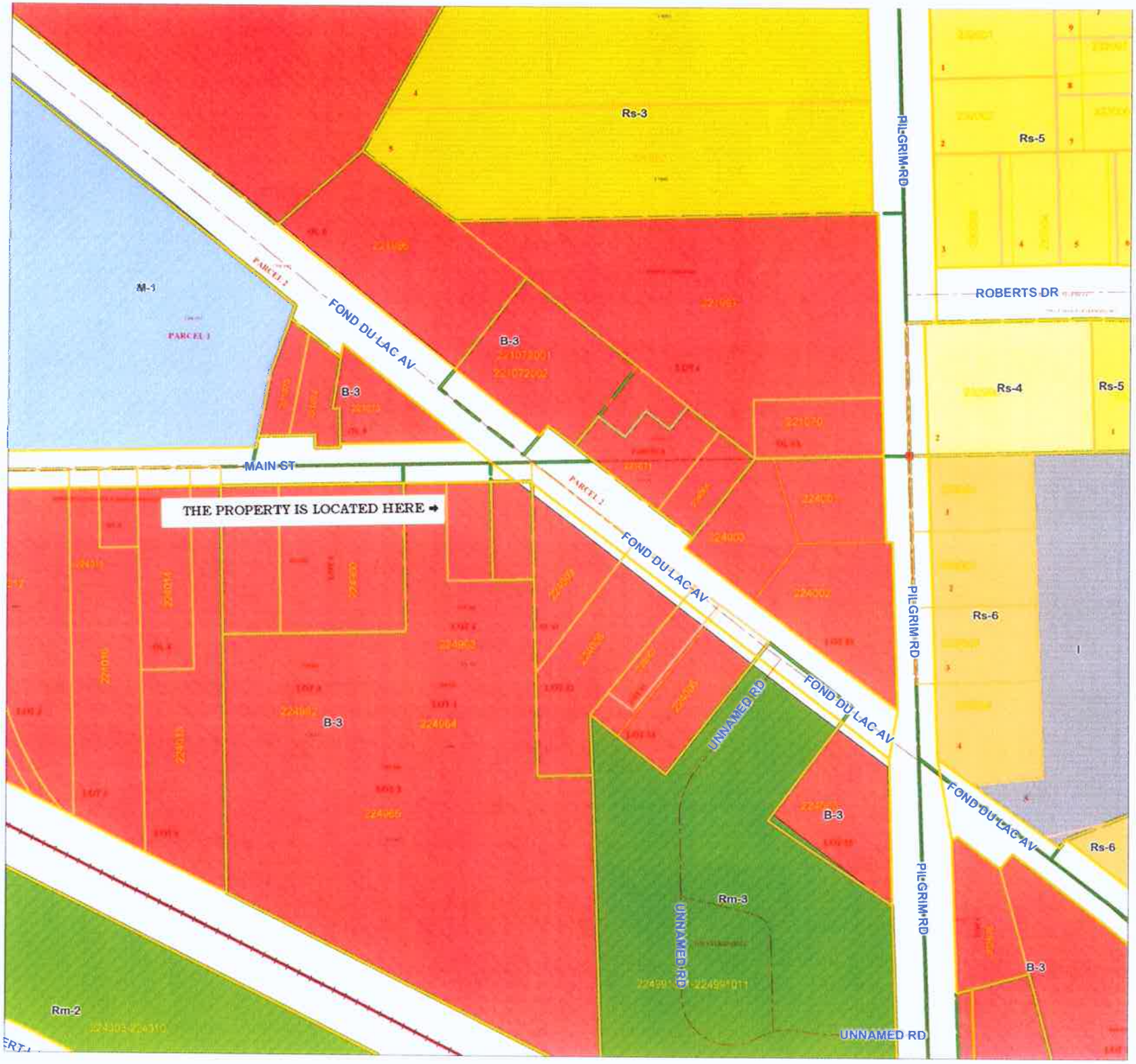
See Attached pages.

9. ALTERATIONS / ADDITIONS TO PROPERTY

BRIEFLY DESCRIBE WITH DATES. ATTACH ADDITIONAL PAGES AND PHOTOGRAPHS AS NECESSARY.

10. SIGNATURES

Susan DeChant	9/16/15		9/16/15
APPLICANT	DATE	OWNER	DATE


THE PROPERTY IS LOCATED HERE ➡
Rs-3
Rs-5
Rs-4
Rs-5
Rs-6
Rs-6
M-1
PARCEL 1
PARCEL 2
PARCEL 2
B-3
B-3
B-3
B-3
B-3
Rm-3
Rm-2
I
FOND DU LAC AV
FOND DU LAC AV
FOND DU LAC AV
FOND DU LAC AV
MAIN ST
ROBERTS DR
PILGRIM RD
PILGRIM RD
PILGRIM RD
UNNAMED RD
UNNAMED RD
UNNAMED RD

DOC# 1252594

Certified Survey Map #

A redivision of Lot 3 Certified Survey Map# 5668, being a redivision of Outlots 7, 8, 9, and 10 in Assessor's Plat Village of Germantown, being a part of the Northeast ¼ of the Southeast ¼ of Section 22, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

Scale 1"= 50'

0' 50' 100'

Main Street

N 88°37'57" E 2638.00'

North line of the Southeast 1/4 of Section 22-9-20

Land dedicated to the Village for road purposes 2849.0 Sq. Ft., 0.07 Acres

N 88°37'57" E 2093.83'

S 88°37'57" W 115.11'

N 88°37'57" E 115.11'

24.75'

24.75'

N 88°37'57" E 544.17'

52.05'

63.06'

5.00' from Property line

House

Drive

Northwest corner of the Southeast ¼ of Section 22-9-20 Conc. Mon. w/brass cap N 453,337.46 E 2,502,863.76

S 01°22'03" E 154.42'

Lot 4 CSM# 5668

Northeast corner of the Southeast ¼ of Section 22-9-20 Conc. Mon. w/brass cap N 453,400.41 E 2,505,500.73

Lot 1

8177.3 Sq. Ft.

0.19 Acres

S 01°22'03" E 129.67'

129.67'

5.14' from Property line

0.56' from Property line

Outlot 11 Village of Germantown Assessor's Plat

Lot 1 CSM# 5668

N 01°22'03" W 220.00'

195.25'

Garage

Garage

10' Easement as described in V1440 P80 Washington County Registry

16.31'

S 88°37'57" W 63.06'

N 88°37'57" E 53.29'

5.71' from Property line

Storm Sewer Manhole

Lot 3 CSM# 5668

10'

Iron Pipe Found N33°48'12"E, 0.79'

10'

10'

N 88°37'57" E 238.81'

6.58'

Shop

Centerline of Sewer Pipe - S 65°57'41" W 441.31'

20' Public Storm Sewer Easement (See Sheet 5 of 5)

S 01°22'03" E 256.10'

Iron Pin Found N37°42'26"E, 9.16'

10'

10'

Lot 2

226719.6 Sq. Ft.

5.20 Acres

North Elevation -Street Side

Porch Detail

Garage

Southeast Elevation

Tract history for the home of Chris and Susan DeChant

Date	Document Number	Grantor	Grantee	Description
6/29/1842	9734	United States of America	Peter Lauermann (land patentee)	40 acres
3/01/1855	Vol. 6 - Pg. 170-171	Peter & Philippina Lauermann	Andrew Meyer	21 acres
3/18/1857	Vol. 7 - Pg. 50	Andrew & Anna Meyer	Frederick Weihe	21 acres
11/13/1858	Vol. 8 - Pg. 385-386	Frederick & Louisa Weihe	Edward Kelly	21 acres
8/19/1865	Vol. 18 - Pg. 616	Edward & Francis Kelly	Fred Witzleb	14 acres
8/13/1869	Vol. 27 - 385	Fred & Wilhelmina Witzleb	Henry Uhlmann & Herman Berger	19 acres
8/23/1870	Vol. 26 - Pg. 340-341	Herman & Laura Berger	Phillip Bluem	9 acres
8/23/1870	Vol. 27 - Pg. 387	Henry Uhlmann	Phillip Bluem	9 acres
3/17/1877	49966	Phillip & Amelia Bluem	Jacob Bluem	9 acres
2/17/1891	70455	Jacob & Katherina Bluem	John Bluem	6 acres
7/28/1892	72212	John Bluem (a widower)	Charles Strehlow	6 acres
12/14/1894	75545	Charles & Elizabeth Strehlow	August Roeber	2 acres
4/23/1896	77838	August & Emma Roeber	Charles Strehlow	2 acres
11/3/1897	80604	Charles & Elizabeth Strehlow	Frank Schlaefer	1 acre
11/14/1906	94632	Heirs of Frank Schlaefer	Fred & Katherine Straub	1 acre
6/25/1921	124869	Katherine Straub	Charles & Albertina Hoefer	1 acre
1/22/1924	130753	Charles & Albertina Hoefer	Joseph & Rosa Kelnhofer	1 acre
6/10/1925	133811	Joseph & Rosa Kelnhofer	J.A. & Cornelia Schwalbach	1 acre
11/29/1944	186787	Cornelia Schwalbach	William & Frieda Rennicke	1 acre
6/23/1955	227855	William Rennicke	Paul & Frances Webb	1 acre
11/29/1983	461507	Frances (Webb) Braasch	Todd & Rhonda Weber	1 acre
12/27/2001	914736	Todd & Rhonda Weber	Gerald Grosenick	1 acre
11/11/2011	1292039	Gerald Grosenick	Chris and Susan DeChant	.19 acre

Source: Washington County Register of Deeds

A picture taken of the Frank Schlaefer home in 1903.

The original forty acre parcel where this beautiful tri-gabled ell Victorian house was built on Main Street in 1902 had already contributed sixty years of history to Germantown and the surrounding area by the time it was constructed.

The home has been known as the Fred Straub home; probably named because of the 1915 plat map. The research for this application revealed it was actually built by Frank Schlaefer.

This timeline tells part of the story of how the forty acre parcel was separated by a road, a railway and divided into smaller parcels over the years until it became the one acre lot where Frank built his house.

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was born in 1815. The following year a daughter named Mary was born. The young family then left Ohio and came to the Wisconsin Territory.

At the General Land Office in Milwaukee on June 29, 1842 they purchase 40 acres. It is described as "the North East quarter of the South East quarter of Section twenty-two in Township Nine, North of Range Twenty East, in the District of Lands subject to sale at Milwaukee, Wisconsin Territory, containing forty acres." On this parcel of land was a trail that crossed the northeast corner at a diagonal. The trail began in Milwaukee, led north to Fond du Lac; today's Fond du Lac Avenue.

More children were born to them; Jacob, Peter, John, Katie and William, all were born in Germantown. Although the 1850 census lists Peter as a farmer he was also involved in the community during his years in Germantown holding the positions of Town Clerk, Treasurer and the Assessor.

In 1853 he sold four and one half acres of land to the Milwaukee, Fond du Lac and Green Bay Rail Road Company (today known as the Wisconsin & Southwestern Rail Road). When the railroad track was laid in 1855 it separated his forty acre parcel yet again. The track cut across his land diagonally and left 21 acres to the north and the remaining 15 acres to the south of the track.

When he sold the property it was sold as separate parcels, 21 and 15 acres. Peter moved to Jackson, Wisconsin where he bought 196 acres, 130 of which were improved.

The son of Peter and Philippine Lauermann named Jacob became a member of the Twenty-sixth Infantry Washington County Rifles. He was killed on May 28th, 1863 at the battle of Chancellorsville, Virginia. He was nineteen years old.

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1857-1858 Frederick Weihe

Frederick and Louisa Weihe purchased the 21 acre parcel from Andrew and Annie Meyer in March of 1857 and sold it on November of 1858. They live in Milwaukee in 1860 along with a four year old son. Fredericks occupation is listed on the 1860 Federal census as a colporteur; a person who travels to sell or publicize Bibles, religious tracts, etc.

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In 1877 Philip and Amelia Bluem sells the 9 acre parcel to Jacob Bluem; who is also a farmer. He was born in 1827 in Bavaria. He marries Catherine Kopp. She was born in 1839. Their children named John, Mary and Susan were all born in Bavaria and immigrated in 1872. Otto and Richard were born in Wisconsin. On the 1905 Wisconsin State Census he is now living in Farmington, Washington County with his son Otto, his wife Hattie, and their two small children Virgil and Berdella. Catherine dies in 1897; Jacob in 1907.

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On March 3rd, 1865 during the civil war Frank enlisted, along with his father and younger brother Jacob, Jr. They were sent to Camp Washburn in Milwaukee where Company A, Wisconsin 51s Infantry Regiment was organized. All three were privates and served at St. Louis, Missouri until they were mustered out on August 22, 1865.

On the 1870 census his occupation is listed as a farmer.

By the 1880 census his occupation is lime manufacturer. In the History of Washington and Ozaukee Counties published in 1881 it states that in South Germantown "the only considerable industry outside of agricultural pursuits is that of lime-burning, which is extensively carried on at South Germantown by Frank Schlaefer and the Germantown Lime Company. The lime is of excellent quality and finds a market at Milwaukee, Chicago and other points along the lines of railroad." He is not found to be an owner or officer in any of the lime manufacturing companies operating in Germantown but he must have had a prestigious position in the operation of manufacturing lime to have been noted in the volume mentioned above. On the 1900 census his occupation was listed as a carpenter.

Frank's last residence was this fine Victorian home he built in 1902. He died on March 20, 1903. Sophia continued to live in the house until Frank's estate was settled.

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Lime and stone companies associated with producing lime over the years in Germantown.

- H. R. Bond Company
- Germantown Lime Company
- Cream City Lime Company
- Mace Lime Company
- Nast Brothers Lime and Stone Company
- Edgar W. Bond Company
- Milwaukee Lime Company

Sources

- Cuyahoga County, Ohio, Marriage Records and Indexes, 1810-1973, Ancestry.com
- Bureau of Land Management, Land Patentees
- The Railroads of Wisconsin 1827-1937
- Wisconsin Historical Society, Civil War Roster of Wisconsin Volunteers
- The History of Washington and Ozaukee Counties Wisconsin
- History of Milwaukee Wisconsin
- History of Sheboygan County Wisconsin, Past and Present, Volume 2
- History of Washington County Wisconsin, Past and Present, Volume 1
- Washington County Register of Deeds
- The 1850 United States Federal Census; Ancestry.com
- The 1860 United States Federal Census; Ancestry.com
- The 1870 United States Federal Census; Ancestry.com
- The 1880 United States Federal Census; Ancestry.com
- The 1900 United States Federal Census; Ancestry.com
- The 1910 United States Federal Census; Ancestry.com
- The 1920 United States Federal Census; Ancestry.com
- The 1930 United States Federal Census; Ancestry.com
- The 1940 United States Federal Census; Ancestry.com
- 1859 Germantown Plat Map
- 1873 Germantown Plat Map
- 1892 Germantown Plat Map
- 1915 Germantown Plat Map
- 1929 Germantown Plat Map

1983 - Before the renovation.

2011 - After the renovation

Village of
Germantown
...Willkommen

Community Development Department
Jeffrey W. Retzlaff, AICP, Director
N112 W17001 Mequon Road P.O. Box 337
Germantown, WI 53022-0337
(262) 250-4735 direct line
(262) 253-8255 fax

September 18, 2013

Denise Hoinacki, Secretary
Historic Preservation Commission
N112 W17001 Mequon Road
Germantown, WI 53022

RE: DeChant Property; N116 W15775 Main Street

Ms. Hoinacki:

The purpose for this letter is to confirm that the Village of Germantown Community Development Department does NOT support the property owner's request for historic designation of the above cited property.

The subject property is a small .2-acre lot located in a B-3: General Business District. The property is located in that area of the Village designated as "Village Mixed Use" on the Village's 2020 Land Use Plan map. This designation is intended to encourage both the preservation of historic buildings and re-development or "transformation" of the Main Street area into a "...pedestrian-oriented retail and entertainment district with restaurants, bars, antique stores, etc.

It's unclear if the goal of preserving historic buildings is the primary goal of the Village, or, if transformation of the area into a retail and entertainment district is the primary goal. While the two are not mutually exclusive, it is important to know that, once a building or property is designated as "historic" under Chapter 26 of the Village Code, the conversion of a use from residential to commercial and, more importantly, the conversion, expansion, alteration, reconstruction, or even removal of such buildings becomes increasingly more difficult once designated as "historic". Consequently, the goal of transforming the area into a retail and entertainment district might actually be hindered by the historic designation of this and other residential buildings along Main Street. With that in mind, the two goals may very well be considered competing goals where one needs to know what the primary goal actually is before deciding on if the historic designation is appropriate (assuming that the criteria used to determine whether or not a building receives the "historic" designation actually allows for the consideration of other Village goals and priorities as part of the process).

I believe the Plan Commission and Village Board need to review and consider this request in light of the 2020 Land Use Plan designation and associated land use and development goals and policies adopted for this area.

For these reasons, and the fact that I do not know the specific historical, architectural, or cultural significance of this building, I cannot support the request for historic designation at this time.

While there are no known Zoning Code violations, the existing residential use is a legal non-conforming use under the B-3: General Business Zoning District regulations. Further, the existing structures (dwelling and detached garage) appear to not meet the required side and rear yard building setbacks.

As required under Section 26.06(1)(b)(2), the Village Plan Commission is required to consider this application within thirty (30) days after the Historic Preservation Commission decision. Please inform the property owner that they are responsible for ensuring that their application is scheduled before the Plan Commission. They should contact the Planning Department to discuss how their application will be processed, meeting dates, forms, and application fees ($75). The owner is encouraged to include in their application specific details on the history of the property and a copy of whatever documentation they provided to the Historic Preservation Commission.

Please contact me if you have question or concerns with the comments provided herein.

Respectfully,

Jeffrey W. Retzlaff, AICP
Village Planner & Zoning Administrator

From:	Inspector
To:	Denise Hoinacki
Cc:	Barb Mendenhall; Chris Kauth; Jeff Werderman; Jerry Hoinacki
Subject:	RE: HPC Request for Comment
Date:	Thursday, October 10, 2013 1:44:06 PM

Dear Ms. Hoinacki,

Inspection Services has no outstanding issues with this property at this time. Thank You!

Michael D. Guttmann
Building Inspector Village of Germantown

From: Denise Hoinacki [mailto:dhoinacki@wi.rr.com]
Sent: Thursday, October 10, 2013 10:42 AM
To: Inspector
Cc: Barb Mendenhall; Chris Kauth; Jeff Werderman; Jerry Hoinacki
Subject: HPC Request for Comment

3rd Notice

Mike,
As of today I have not received your comments about the property listed on the attachment. The code states that each department shall respond to the commission within 30 days of notification. We are now past the 30 days from the initial request. Please respond at your earliest opportunity so that we can continue to process this application.
Thank you.

Denise E. Hoinacki – Secretary
Village of Germantown Historic Preservation Commission
N112 W17001 Mequon Road
Germantown, WI 53022
262-251-8513
dhoinacki@wi.rr.com

Denise Hoinacki

From: Dan Ludwig <dludwig@village.germantown.wi.us>
Sent: Tuesday, September 17, 2013 8:45 AM
To: Denise Hoinacki; Gary Pollpeter ; Jeff Retzlaff; Justin Casperson; Inspector; Peter Hoell
Cc: Chris Kauth; Barb Mendenhall; Jeff Werderman; Jerry Hoinacki
Subject: RE: HPC Application

Public Works does not have any issues or objections with the historic designation at N116 W15775 Main Street.
Dan Ludwig
Director of Public Works

From: Denise Hoinacki [mailto:dhoinacki@wi.rr.com]
Sent: Sunday, September 08, 2013 8:31 PM
To: Dan Ludwig; Gary Pollpeter ; Jeff Retzlaff; Justin Casperson; Inspector; Peter Hoell
Cc: Chris Kauth; Barb Mendenhall; Jeff Werderman; Jerry Hoinacki
Subject: HPC Application

The Historic Preservation Commission is considering an application from Chris and Susan DeChant for their property located at N116 W15775 Main Street for historic designation.

As part of the review and adoption procedure, the historic preservation code, Sec.26.06(1)(b)1, requires us to solicit your comments on any present or future project or condition that would directly affect the applicants property. Your comments and the information received are taken into consideration before approving or denying an application.

If there are any issues with the property a brief note stating your concerns is required.

If there are no issues with the property a brief note to that effect is also required.

I thank you in advance for your attention to or request.

Denise E. Hoinacki – Secretary
Village of Germantown Historic Preservation Commission
N112 W17001 Meqoun Road
Germantown, WI 53022
262-251-8513
dhoinacki@wi.rr.com

Denise Hoinacki

From:	Gary Pollpeter <gpollpeter@germantownfiredept.com>
Sent:	Monday, September 09, 2013 3:09 PM
To:	'Denise Hoinacki'; Dan Ludwig ; Jeff Retzlaff; Justin Casperson; Mike Guttmann; Peter Hoell
Cc:	Chris Kauth; Barb Mendenhall; Jeff Werderman; Jerry Hoinacki
Subject:	RE: HPC Application

Recommend approval.

Gary Pollpeter
Fire Chief
Village of Germantown
N115 W18752 Edison Drive
Germantown , Wisconsin 53022
Phone 262-502-4701 ext 1701
Fax 262-502-4744
e-mail gpollpeter@germantownfiredept.com
NFA-EFO

From: Denise Hoinacki [mailto:dhoinacki@wi.rr.com]
Sent: Sunday, September 08, 2013 8:31 PM
To: Dan Ludwig ; Gary Pollpeter; Jeff Retzlaff; Justin Casperson; Mike Guttmann; Peter Hoell
Cc: Chris Kauth; Barb Mendenhall; Jeff Werderman; Jerry Hoinacki
Subject: HPC Application

The Historic Preservation Commission is considering an application from Chris and Susan DeChant for their property located at N116 W15775 Main Street for historic designation.

As part of the review and adoption procedure, the historic preservation code, Sec.26.06(1)(b)1, requires us to solicit your comments on any present or future project or condition that would directly affect the applicants property. Your comments and the information received are taken into consideration before approving or denying an application.

If there are any issues with the property a brief note stating your concerns is required.

If there are no issues with the property a brief note to that effect is also required.

I thank you in advance for your attention to or request.

Denise E. Hoinacki – Secretary
Village of Germantown Historic Preservation Commission
N112 W17001 Meqoun Road
Germantown, WI 53022
262-251-8513
dhoinacki@wi.rr.com

Denise Hoinacki

From: Chief Peter Hoell <phoell@germantownpolice.org>
Sent: Wednesday, October 02, 2013 10:59 AM
To: Denise Hoinacki; Mike Guttmann
Cc: Chris Kauth; Jeff Werderman; Jerry Hoinacki
Subject: RE: HPC Request for Dept. Comments

The Police Dept. has no objections.

Peter G Hoell
Chief of Police
Germantown Police Department
N112 W16877 Mequon rd.
Germantown, WI. 53022
PH 262-253-7788
Fax 262-253-7787
E-mail phoell@germantownpolice.org

Excellence In Police Service

From: Denise Hoinacki [mailto:dhoinacki@wi.rr.com]
Sent: Wednesday, October 02, 2013 10:58 AM
To: Chief Peter Hoell; Mike Guttmann
Cc: Chris Kauth; Jeff Werderman; Jerry Hoinacki
Subject: HPC Request for Dept. Comments

Second Request

The Historic Preservation Commission is considering an application from Chris and Susan DeChant for their property located at N116 W15775 Main Street for historic designation.

As part of the review and adoption procedure, the historic preservation code, Sec.26.06(1)(b)1, requires us to solicit your comments on any present or future project or condition that would directly affect the applicants property. Your comments and the information received are taken into consideration before approving or denying an application.

If there are any issues with the property a brief note stating your concerns is required.

If there are no issues with the property a brief note to that effect is also required.

I thank you in advance for your attention to or request.

Denise E. Hoinacki – Secretary
Village of Germantown Historic Preservation Commission
N112 W17001 Mequon Road
Germantown, WI 53022
262-251-8513
dhoinacki@wi.rr.com

Denise Hoinacki

From: Justin Casperson <jcasperson@village.germantown.wi.us>
Sent: Tuesday, September 10, 2013 2:50 PM
To: Denise Hoinacki
Subject: RE: HPC Application

I am okay with the consideration.

Justin Casperson
Park & Recreation Director
Village of Germantown
262-250-4710

From: Denise Hoinacki [mailto:dhoinacki@wi.rr.com]
Sent: Sunday, September 08, 2013 8:31 PM
To: Dan Ludwig; Gary Pollpeter ; Jeff Retzlaff; Justin Casperson; Inspector; Peter Hoell
Cc: Chris Kauth; Barb Mendenhall; Jeff Werderman; Jerry Hoinacki
Subject: HPC Application

The Historic Preservation Commission is considering an application from Chris and Susan DeChant for their property located at N116 W15775 Main Street for historic designation.

As part of the review and adoption procedure, the historic preservation code, Sec.26.06(1)(b)1, requires us to solicit your comments on any present or future project or condition that would directly affect the applicants property. Your comments and the information received are taken into consideration before approving or denying an application.

If there are any issues with the property a brief note stating your concerns is required.

If there are no issues with the property a brief note to that effect is also required.

I thank you in advance for your attention to or request.

Denise E. Hoinacki – Secretary
Village of Germantown Historic Preservation Commission
N112 W17001 Meqoun Road
Germantown, WI 53022
262-251-8513
dhoinacki@wi.rr.com

CERTIFICATE No. 9734

THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greeting:

WHEREAS Peter Sauermann, of Washington County, Wisconsin Territory,

has deposited in the GENERAL LAND OFFICE of the United States, a Certificate of the REGISTER OF THE LAND OFFICE at Milwaukie whereby it appears that full payment has been made by the said Peter Sauermann, according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for the North East quarter of the South East quarter of Section twenty-two, in Township nine, North, of Range twenty, East, in the District of Lands subject to sale at Milwaukie, Wisconsin Territory, containing forty acres,

according to the official plat of the survey of the said Lands, returned to the General Land Office by the SURVEYOR GENERAL, which said tract has been purchased by the said Peter Sauermann,

NOW KNOW YE, That the United States of America, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said Peter Sauermann,

and to his heirs, the said tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said Peter Sauermann, and to his heirs and assigns forever.

In Testimony Whereof, I, John Tyler PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made PATENT, and the SEAL of the GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand, at the CITY OF WASHINGTON, the first day of August in the year of our Lord one thousand eight hundred and forty four and of the INDEPENDENCE OF THE UNITED STATES the Sixty ninth

L.S.

BY THE PRESIDENT: John Tyler

By John Tyler jr Sec'y.

R. M. Whiting Recorder of the General Land Office.

Chas. Wm. Ricord 10th Dec. 1844

1900825

THE UNITED STATES OF AMERICA, TO Peter Fraser

PATENT.

Vol. 118

NUMBER 177035

CERTIFICATE No. 27,982

THE UNITED STATES OF AMERICA,

W 389

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, Peter Fraser of Washington County Wisconsin

has S deposited in the GENERAL LAND OFFICE of the United States, a Certificate of the REGISTER OF THE LAND OFFICE at Milwaukee whereby it appears that full payment has been made by the said Peter Fraser

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the Public Lands," for

the Lot numbered One of Section Thirty Five, in Township Twelve North of Range Nineteen East, in the District of Lands, Subject to Sale at Milwaukee, Wisconsin, Containing Thirty nine acres and thirty one hundredths of an acre

according to the official plat of the survey of the said Lands, returned to the General Land Office by the SURVEYOR GENERAL, which said tract ha S been purchased by the said Peter Fraser,

Now Know Ye, That the UNITED STATES OF AMERICA, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said Peter Fraser

and to his heirs, the said tract above described: To Have and To Hold the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said Peter Fraser

and to his heirs and assigns forever.

In Testimony Whereof, I, Zachary Taylor PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made PATENT, and the SEAL of the GENERAL LAND OFFICE to be hereunto affixed.

Given under my hand, at the CITY OF WASHINGTON, the First day of August, in the Year of our Lord one thousand eight hundred and Forty-nine and of the Independence of the United States the Seventy fourth

BY THE PRESIDENT: Z. Taylor

By Tho. Ewing Jr. Sec'y.

N. Sargent Recorder of the General Land Office.

L. S. 1899504

Seal SEAL

DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE

Washington, D. C. JAN 27 1942

I HEREBY CERTIFY that this photograph is a true copy of the Patent record which is in my custody in this office.

R S Clinton
Chief, Patents Division —Recorder.—

Received for Record this 2 day of Feb. A. D., 1942 at 8:00 o'clock A.M.

Edwin Pick. Register of Deeds.

Deputy.

THE UNITED STATES OF AMERICA, TO Peter Lauermann

PATENT.

NUMBER 177061

CERTIFICATE No. 9734

THE UNITED STATES OF AMERICA,

W 179

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, Peter Lauermann, of Washington County, Wisconsin Territory

has S deposited in the GENERAL LAND OFFICE of the United States, a Certificate of the REGISTER OF THE LAND OFFICE at Milwaukie whereby it appears that full payment has been made by the said Peter Lauermann,

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the Public Lands," for

the North East quarter of the South East quarter of Section twenty-two, in Township nine, North, of Range twenty, East, in the District of Lands subject to sale at Milwaukie, Wisconsin Territory, containing forty acres,

according to the official plat of the survey of the said Lands, returned to the General Land Office by the SURVEYOR GENERAL, which said tract ha S been purchased by the said Peter Lauermann,

Now Know Ye, That the UNITED STATES OF AMERICA, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said Peter Lauermann,

and to his heirs, the said tract above described: To Have and To Hold the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said Peter Lauermann,

and to his heirs and assigns forever.

In Testimony Whereof, I, John Tyler PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made PATENT, and the SEAL of the GENERAL LAND OFFICE to be hereunto affixed.

Given under my hand, at the CITY OF WASHINGTON, the first day of August, in the Year of our Lord one thousand eight hundred and forty four and of the Independence of the United States the Sixty ninth

BY THE PRESIDENT: John Tyler

By John Tyler Jr. Sec'y.

R. M. Whitney Recorder of the General Land Office.

Signed by Recorder 10th Dec. 1844

L. S. 1900825

Seal SEAL

DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE

Washington, D. C. JAN 31 1942

I HEREBY CERTIFY that this photograph is a true copy of the Patent record which is in my custody in this office.

R. S. Clinton
Chief, Patents Division —Recorder.—

Received for Record this 4 day of Feb. A. D., 1942 at 8:00 o'clock A.M.

Edwin Pick. Register of Deeds.

Deputy.

THIS INDENTURE,

Made the Second day of November in the year of our Lord One Thousand Eight Hundred and Fifty three between Peter Lauremann & Philippine his wife Parties of the First Part, and the **Milwaukee, Fond du Lac, and Green Bay Rail Road Company,** Party of the Second Part.

Witnesseth, That the said Parties of the First part, for and in consideration of the sum of [redacted] **DOLLARS,** to them in hand paid by the said Party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise release, alien, convey and confirm unto the said party of the second part, and their assigns forever, the following Real Estate, being a strip of land, six rods in width, for the uses and purposes of the said **RAIL ROAD COMPANY,** along the line of their Rail Road, as at present located being part of and running across the North East quarter of the South East quarter of Section No Twenty two (22) in Township No Nine (9) North of Range No Twenty Six East containing four & one half acres be the same more or less

NE 22 9 20

Together with all and singular the Hereditaments and Appurtenances thereunto belonging, or in any wise appertaining, and all the Estate, Rights, Title, Interest, Claim, or demand whatsoever of said parties of the first part, either in Law or Equity, either in possession or expectancy of, in and to the above bargained premises and their Hereditaments and Appurtenances, **To have and to Hold** the said premises, as above described with the Hereditaments and Appurtenances, unto the said party of the second part, and to their assigns forever.

And the said Parties of the first part, for themselves Heirs, Executors and Administrators, do covenant, grant, bargain and agree to and with the said Party of the second part, and their Assigns, that the said Parties of the first part, and their Heirs and Assigns, at their own cost and charges, will build and maintain good and sufficient Fences, on both sides of said land hereinbefore conveyed, and at the time of the ensealing and delivery of these presents, they are well seized of the Premises above described, as of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in the Law in fee simple, and that the same are free and clear from all incumbrances whatever, and that the above-bargained Premises, in the quiet and peaceable possession of the said party of the second part, and their Assigns, against all and every person or persons Lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said Parties of the first part have hereunto set their Hands and Seals the day and year first above written.

Sealed and Delivered in presence of

Moses Knudland
Charles H Miller

Peter Lauremann (Seal)
Philippine her mark Lauremann (Seal)

STATE OF WISCONSIN,
County of Washington } Be it Remembered, That on the Second day of November A. D. 1853, personally came before me the above-named Peter Lauremann & Philippine his wife to me known to be the same persons who executed the said DEED, and acknowledged the same to be their free act and deed, for the uses and purposes therein mentioned.

Charles H. Miller
Notary Public

Recd for Record May 3th 1853, at 2 o'clk P M.
John Reise Register By Geo Kleffer Deputy

either in Law or Equity, to the only proper use, benefit and behoof of the said party of the second part his heirs and assigns forever
In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written
Signed Sealed and delivered
In presence of
E Neff
Susanna Hess

Peter Krell (Seal)
Margaretha Krell (Seal)

State of Wisconsin
County of Washington } On the Twentieth 20th day of July AD 1857 came before me Peter Krell and Margaretha his wife the above named grantors and acknowledged the execution of the foregoing deed freely and voluntarily for the uses and purposes therein mentioned
Edmund Neff
Notary Public
Received for Record August 3d 1857 at 1 o'clock P. M
George Mspel Register By John Woolfitt Deputy

Peter Lauermann & Wife To Andreas Meyer
W Deed

This indenture made the first day of March in the year of our Lord one thousand eight Hundred and fifty five Between Peter Lauermann and Philippina his wife of Washington County and State of Wisconsin parties of the first part, And Andreas Meyer of the same place party of the second part
Witnesseth that the said parties of the first part, for and in consideration of Five Hundred and Fourteen dollars and fifty cents paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted bargained sold remised released aliened and conformed and by these presents do grant bargain sell remise release alien and conform unto the said party of the second part, and to his heirs and assigns forever All that certain tract piece or parcel of land situate lying and being in the County of Washington and State of Wisconsin, and described as follows "to wit" The North part of the North East Quarter, of the South East Quarter Section No Twenty two (22), Township No Nine, (9) North of Range No Twenty, (20), East. containing Twenty one (21) acres more or less, agreeable to Government Survey.
NE SE 22. 9. 20.
Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate right title interest claim or demand whatsoever, of the said parties of

the first part, either in Law or Equity of, in and to the above bargained premises, with the hereditaments and appurtenances
To have and to hold the said premises, as above described, with the appurtenances unto the said party of the second part, and to his heirs and assigns forever.
And the said parties of the first part for themselves, their heirs executors administrators and assigns, do covenant grant bargain and agree to and with the said party of the second part his heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good sure perfect absolute and indefeasible estate of inheritance in Law in fee simple and that the same are free and clear of all incumbrances whatever and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part his heirs and assigns against the said parties of the first part their heirs, and against all and every person or persons, lawfully claiming or to claim the whole or any part thereof they shall and will forever warrant and defend
In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written

Signed Sealed and delivered
In presence of
William L. Jones
Mary C Jones.

Peter Lauermann (Seal)
Philippina Lauermann (Seal)

State of Wisconsin
County of Washington } ss Be it remembered That on the 24th day of May AD 1856 personally came before me the above named Peter Lauermann and Philippina his wife to me known to be the persons who executed the above deed and acknowledged the same to be their free act and deed for the uses and purposes therein mentioned

William L. Jones
Justice of the Peace

Received for Record June 27th 1857 at 11 o'clock A.M.
George Tippel Register By John Woolfitt Deputy

United States To Christian Eichelberger
Certificate No 26,962 } The United States of America. Patent
To all to whom these presents shall come Greeting
Whereas Christian Eichelberger of Milwaukie County Wisconsin, has deposited in the General Land office of the United States, a Certificate of the Register of the Land office at Milwaukee whereby it appears that full payment has been made by the said Christian Eichelberger according to the provisions of the Act of Congress of the 24th of April 1820, entitled "An Act making further provision for the sale of the Public Lands" for the West half of the North West Quarter of Section Ten, in Township Eleven North, of Range Number Twenty East, in the District of Lands Subject to sale at Milwaukee Wisconsin, containing Eighty acres according to the

W½ NW
10. 11, 19.

WARRANTY DEED.

This Indenture, Made the Eighteenth day of March in the year of our Lord one thousand eight hundred and Fifty Seven between Andreas Meyer and Anna his wife of Washington County State of Wisconsin parties of the first part and Frederick Meike of the same place party of the second part.

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of Sixty Dollars to them in hand paid, by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, ha ve given, granted, bargained, sold, remised, released, aliened, conveyed, and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey, and confirm, unto the said part y of the second part, his heirs and assigns forever. All that certain tract piece or parcel of land situate lying and being in the County of Washington and State of Wisconsin described as follows (to wit,) The North part of the North East Quarter of the South East Quarter Section No Twenty two (22) Township No Nine 9, North of Range No Twenty (20) East containing Twenty one (21) acres more or less. agreeable to Government Survey.

No Dr
22 9, 20,
V

Together with all and singular the Hereditaments and Appurtenances thereunto belonging, or in any wise appertaining; and all the estate, right, title, interest, claim, or demand whatsoever of the said part ies of the first part, either in Law or Equity, either in possession or expectancy of, in and to the above-bargained premises, and their Hereditaments and Appurtenances. **TO HAVE AND TO HOLD** the said premises as above described, with the Hereditaments and Appurtenances, unto the said part y of the second part, and to his heirs and assigns forever.

And the said Parties of the first part for themselves their heirs, executors, and administrators, do covenant, grant, bargain, and agree to and with the said part y of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these present, they are well seized of the premises above described, as of a good, sure, perfect, absolute, and indefeasible estate of inheritance in the Law, in fee simple, and that the same are free and clear from all incumbrances whatever, and that the above-bargained premises, in the quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against all and every person or persons, lawfully claiming the whole or any part thereof they will forever **WARRANT AND DEFEND.**

In Witness Whereof, the said part ies of the first part, have hereunto set their hand and seal the day and year first above written.

Sealed and delivered in presence of
Adam Wendel
Jacob Grünreifen

Andreas Meyer (Seal)
Anna Meyer (Seal)

STATE OF WISCONSIN,
COUNTY OF Washington } Be it Remembered, that on the Eighteenth day of March A. D. 18 57 personally came before me the above-named Andreas Meyer and Anna his wife

to me known to be the persons who executed the said Deed, and acknowledged the same to be their free act and deed, for the uses and purposes therein mentioned.

Received for Record, at 11½ o'clock, A. M., June 27th 1857.
George Schiel Register
By John Moelfitt Deputy

Adam Wendel
Justice of the Peace

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written

Sealed and delivered in presence of
D. W. Mason
George F. Fleischman

William Werle (seal)
Juliana Werle (seal)

State of Wisconsin
County of Washington } Be it remembered that on the Fifteenth day of February A.D. 1856 personally came before me the above named William Werle and Juliana Werle his wife to me known to be the persons who executed the said deed and acknowledged the same to be their free act and deed for the uses and purposes therein mentioned

Densmore W. Mason Notary Public

Received for record December 22th 1858. at 1 o'clock P.M.
George Spoel Register By John Woolfitt Deputy

Friedrick Weike & Wife To Edward P. Kelly

Deed

This indenture made the Thirteenth day of November in the year of our Lord one thousand eight hundred and fifty eight between Friedrick Weike and Louisa his wife of washington County and State of wisconsin parties of the first part and Edward P. Kelly of the County and State aforesaid party of the second part

Witnesseth that the said parties of the first for and in consideration of the sum of Six hundred and fifty (650) dollars to them in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged have given granted bargained sold remised released aliened conveyed and confirmed and by these presents do give grant bargain sell remise release alien convey and confirm unto the said party of the second part his heirs and assigns forever all that certain tract parcel or piece of land situate lying and being in the County of washington and State of wisconsin known and described as follows to wit all that part lying on the North Site of the Lafrosse and Milwaukee Rail Road in the North East Quarter of the South East Quarter of Section No Twenty Two (22) Township No Nine (9) North of range No Twenty (20) East containing Twenty one (21) acres being the same more or less subject to a certain mortgage executed by Andrew Meyer and Anna his wife on the 26th day of March A.D. 1856. to the Germantown Farmers Mutual Insurance company which the ~~said~~ party of the second part agree to pay and to satisfy

Together with all and singular the hereditaments and appurtenances thereunto blonging or in anywise appertaining and all the estate right title interest claim or demand whatsoever of the said parties of the first part either in law or equity either in possession or expectancy of in and to the above bargained premises and their hereditaments and appurtenances

To Have And To Hold the said premises as above described

V
NE SE
S. T. R
22. 9. 20

with the hereditaments and appurtenances unto the said party of the second part and to his heirs and assigns forever And the said parties of the first part for themselves their heirs executors and administrators do covenant grant bargain and agree to and with the said party of the second part his heirs and assigns that at the time of the ensealing and delivery of these presents they are well seized of the premises above described as of a good sure perfect absolute and indefeasible estate of inheritance in the law in fee simple and that the same are free and clear from all incumbances whatever and that the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns against all and every persons or persons lawfully claiming the whole or any part thereof they will forever warrant and defend

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written

Sealed and delivered in presence of
Philipp. Zimmerman
Daniel Schwarz

Friedrich Weike (Seal)
Louisa Weike (Seal)

State of Wisconsin } County of Washington } Be it remembered that on the Thirteenth day of November A.D 1858. personally came before me the above named Friedrich Weike and Louisa his wife to me known to be the persons who executed the said deed and acknowledged the same to be their free act and deed for the uses and purposes therein mentioned

Philipp Zimmerman Notary Public

Received for record December 22nd 1858, at 2, o,clock P.M
George Spiel Register By John Woolfett Deputy

Deed

Jacob Roecker To Eliza Augusta Weil

Village of Barton Lots Block 9 & 10 " 17

This indenture made the Fourteenth day of December in the year of our Lord one thousand eight hundred and fifty eight between Jacob Roecker of the County of Washington and State of wisconsin party of the first part and Eliza Augusta Weil of the same place party of the second part witnesseth that the said party of the first part for and in consideration of the sum of three hundred and fifty Dollars to him in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged has given granted bargained sold remised released aliened conveyed and confirmed and by these presents do give grant bargain sell remise release alien convey and confirm unto the said

1858

WARRANTY DEED. Edw. S. Kelley & Wife to F. W. Wiseleb

H. NIEDERKEN & CO., STATIONERS, MILWAUKEE.

This Indenture, Made the Fifteenth day of August in the year of our Lord one thousand eight hundred and Sixty five between Edward S. Kelley and Frances his wife parties of the first part and Fred. W. Wiseleb party of the second part all of the Town of Germantown in the County of Washington and State of Wis

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Five hundred Dollars to them in hand paid, by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed, and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey, and confirm, unto the said party of the second part his heirs and assigns forever All that certain tract piece or parcel of land, situate lying and being in the County of Washington and State of Wisconsin, known and described as follows to wit S. Twenty (4) Acres more or less, being all except six (6) acres of that part of the South East quarter of the South East quarter of Section No. twenty two (22) lying West of the Milw. and St. Paul Road, in Town nine, North Range twenty East, particularly as follows to wit Commencing at the North East corner of the South East quarter of Section No. twenty two (22) thence West sixteen 60/100 (16.60) chains thence along the Eastern boundary of Adam Wolf's land to a point three 97/100 (3.97) chains East of the half Section line on the North bounding line of the above named Thence Easterly along said bounding line to a point within nine (9) chains of where the hitherto crosses the R.R. Thence Southward along the Western boundary of Fred. Wiseleb's land nine 52/100 (9.52) chains to a point on the Diagonal highway. The S.E. line on a parallel with the centre of said highway two 60/100 (2.60) chains to the Section line Thence North to the place of beginning

W.E.R. Sp.
25 of 24

vol. 65
22 9. 70

Together with all and singular the Hereditaments and Appurtenances thereunto belonging, or in any wise appertaining; and all the estate, right, title, interest, claim, or demand whatsoever of the said parties of the first part, either in Law or Equity, either in possession or expectancy of, in and to the above-bargained premises, and their Hereditaments and Appurtenances. **TO HAVE AND TO HOLD** the said premises as above described, with the Hereditaments and Appurtenances, unto the said party of the second part and to his heirs and assigns forever.

And the said Edw. S. Kelley & Frances for themselves, their heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the Law, in fee simple, and that the same are free and clear from all incumbrances whatever, and that the above-bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof they will forever **WARRANT AND DEFEND.**

In Witness Whereof, the said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Sealed and delivered in presence of
Philipp Zimmermann
A. D. Faulner Witness.

Edw. S. Kelley (Seal)
Frances Kelley (Seal)

STATE OF WISCONSIN,
County of Washington } **Be it Remembered,** that on the Fifteenth day of September A. D. 1865 personally came before me the above-named Edward S. Kelley & Frances his Wife to me known to be the persons who executed the said Deed, and acknowledged the same to be their free act and deed, for the uses and purposes therein mentioned.

Philipp Zimmermann
Notary Public
Wash. County Wis

Received for Record, at 3 o'clock P.M.,
October 3rd 1865
Jason Rogers Register.

VOL. 27

WARRANTY DEED. F. W. Witzleb & wife TO H. Berger & H. Uhlmann 385

H. NIEDECKEN & Co., Stationers, Milwaukee.

Revenue STAMP. To the amount of $1.50 On this INSTRUMENT.

This Indenture, Made the Thirtieth day of August in the year of our Lord One Thousand Eight Hundred and Sixty nine between Frederick W. Witzleb and Wilhelmina Witzleb his wife, of Washington County and State of Wisconsin, parties of the first part, and Henry Uhlmann and Herman Berger of the same place, parties of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Eight Hundred (800) Dollars to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part their heirs and assigns forever.

All that certain parcel or piece of land, lying on the North side of the old La Crosse and Milwaukee R.R. Road, in the North East quarter, of the South East quarter, of Section No Twenty two (22) Township No Nine (9) North, of Range Twenty (20) East, except Two (2) acres lying on the west side thereof, and now owned by Joseph Brown, Containing about Nineteen acres of land, and situate in Washington County and State of Wisconsin, Subject to a certain Mortgage, executed by Frederick W. Witzleb and Wilhelmina his wife to Edward T. Kelley, on the nineteenth day of August, 1865, which said Mortgage the parties of the second part, agree to pay and to satisfy.

NE¼ 22 9 20

NE¼ SE¼ 22-9-20

Together with all and singular the Hereditaments and Appurtenances thereunto belonging, or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their Hereditaments and Appurtenances.

To Have and to Hold the said premises as above described, with the Hereditaments and Appurtenances, unto the said parties of the second part, and to their heirs and assigns **Forever.**

And the said parties of the first part for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever

and that the above bargained premises, in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, against all and every person or persons, lawfully claiming the whole or any part thereof they will forever **Warrant and Defend.**

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Philip Zimmerman
Seina Zimmerman

Fridrich W. Witzleb [SEAL.]
Wilhelmina Witzleb [SEAL.]
[~~SEAL.~~]

STATE OF WISCONSIN, COUNTY OF Washington } ss. BE IT REMEMBERED, That on the Thirtieth day of August A. D. 1869, personally came before me the above named Frederick W. Witzleb and Wilhelmina his wife to me known to be the person who executed the above Deed, and acknowledged the same to be their free act and deed for the uses and purposes therein mentioned.

Philip Zimmermann
Notary Public
Washington Co Wis.

Received for Record, at 8 o'clock A. M., September 5th 1870
Register

1869

Mary Ann Pettit To Wm H. Baily et al. Q. C. Deed

This indenture, made the twenty sixth day of September in the year of our Lord one thousand eight hundred and and seventy between Mary Ann Pettit formerly Mary Ann Baily of the town of Wyming, State of Illinois and William H. Baily and Charles T. Baily of Washington Co. Wisconsin, Witnesseth, that the said party of the first part, for and in consideration of the sum of One Hundred and fifty Dollars to her in hand paid, by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released and quitclaimed, and by these presents does give, grant, bargain, sell, remise, release and quitclaim unto the said parties of the second part, to their heirs and assigns forever. All her undivided interest in and to the following described land and real estate situated, lying and being in the town of Farmington in the County of Washington and State of Wisconsin, particularly described as follows viz. The North half of the North East quarter of Section Number Thirty (30) in township Number Twelve (12) North of Range Number Twenty (20) East in said county and state. To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns forever. In witness whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

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Signed, Sealed and Delivered
In presence of
Ernest Frankenberg
J. N. Finsby

U. S. R. S. 50 cents

Mary A. Pettit (seal)

State of Wisconsin } ss
County of Washington }

On the 26th day of September A.D. 1870 came before me Mary Ann Pettit the above named grantor of the foregoing deed, freely and voluntarily, for the uses and purposes therein mentioned.

J. N. Finsby
Notary Public, Washington Co.

Rec'd for Record September 27th 1870 at 8 o'clock A. M.

Herman Berger and wife to Philip Bluem Q. C. Deed

This indenture, made the twenty third day of August in the year of our Lord one thousand eight hundred and seventy between Herman Berger and Laura his wife of Washington County and State of Wisconsin, and Philip Bluem of the same place party of the second part. Witnesseth, that the said party of the first part, for and in consideration of the sum of Four hundred Dollars to the them in hand paid, by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released and quitclaimed and by these presents do give, grant, bargain, sell, remise, release and quitclaim, unto the said party of the second part, to his heirs and assigns forever. A part of land on the West side of North East quarter of South East quarter of Section 22 in Township Nine (9) North of Range No. 20 East in Washington Co. Wisconsin and commencing East 13 60/100 rods of the North West corner of North East quar-

NE 14
22
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of South East quarter of said Section, thence South 25 4/100 rods, thence South 63 degrees East and 45 44/100 rod along the Milwaukie and La Crosse Railroad line thence North 46 20/100 rod, thence North 52 degrees West and 47 7/100 rod in the centre of the Fond du lac road, thence West 36 21/100 rod to the place of beginning, Containing nine and 15/100 acre of land. To have and to hold the same together with all and singular appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title interest and claim, whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of said party of the second part, his heirs and assigns forever. In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
In presence of
Henry Flischer
August Schäfer

U.S.R.S 50 cents

Herman Berger (seal)
Laura Berger (seal)

State of Wisconsin }
County of Washington }

On the twenty third day of August A.D. 1870 came before me Herman Berger and Laura his wife the above named grantor, and acknowledged the execution of the foregoing deed, freely and voluntarily, for the uses and purposes therein mentioned

Henry Flischer
Notary Public

Rec'd for Record Sept. 27th 1870 at 10 o'clk A.M.,

Robert Thompson — Last Will

I, Robert Thompson, of the Town of Farmington, Washington County, State of Wisconsin, being of sound mind and memory, and mindfull of the uncertainties of human life do make publish and declare this my last will and testament in manner following.

First – After the payment of my just debts and funeral expenses I give devise and bequeath to my son Samuel Thompson my whole Real Estate and personal property.

Second – I hereby nominate and appoint my son Samuel Thompson, the executor of this my last will and testament and hereby authorize and empower him, the said Samuel Thompson, to compound, compromise and settle any claim or demand which may be against or in favor my said estate. In witness whereof I have hereunto set my hand and seal this 16th day of August 1870

Robert Thompson (seal)
mark

Ent Mac Frame

The above instrument of one sheet was signed, published and declared by the said testator to be his last will and testament in the presence of us who have signed our names, at his request, as witnesses in his presence and in presence of each other.

William McClement (seal)
Alexander X Thompson (seal)
mark

I hereby certify that the above signed this instrument and that the

1870

WARRANTY DEED. Henry Uhlmann TO Philipp Bluem

H. Niedecken & Co., Stationers, Milwaukee.

Revenue STAMP. To the amount of $ 1.50 On this INSTRUMENT

This Indenture, Made the Twenty third day of August in the year of our Lord One Thousand Eight Hundred and Seventy between Heinrich Uhlmann of Washington County and State of Wisconsin party of the first part and Philipp Bluem of this same place party of the second part.

Witnesseth, That the said part of the first part, for and in consideration of the sum of Six hundred and thirty three dollars to him in hand paid by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part of the second part his heirs and assigns forever.

NE 22 9 20

All that part parcel or piece of land on the West side of North East quarter of South East quarter of Section No. twenty two (22) in Township No nine (9) North of Range No twenty East in Washington County and State of Wisconsin and more described as follows; Commencing East 13 6/100 Rod of the North West corner of North East quarter of South East quarter of said Section, thence South 25 24/100 Rod along the Milwaukee La Crosse Rail Road line, thence South 63 degrees East, and 4 22/100 rod, thence North 46 2/100 rod, thence North 52 degrees West and 4 22/100 rod in the centre of the Fon du lac Road, thence West 36 2/100 Rod to the place of beginning, containing about nine and 12/100 acre

Together with all and singular the Hereditaments and Appurtenances thereunto belonging, or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their Hereditaments and Appurtenances.

To Have and to Hold the said premises as above described, with the Hereditaments and Appurtenances, unto the said part of the second part, and to his heirs and assigns **Forever.**

And the said Henry Uhlmann for himself his heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said part of the second part, his heirs and assigns, that at the time of the enscaling and delivery of these presents he is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever

and that the above bargained premises, in the quiet and peaceable possession of the said part of the second part his heirs and assigns, against all and every person or persons, lawfully claiming the whole or any part thereof will forever **Warrant and Defend.**

In Witness Whereof, The said part of the first part, has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Henry Fleischer
F. H. Hitzlet

Henry Uhlmann [SEAL.]

[~~SEAL.~~]

[~~SEAL.~~]

STATE OF WISCONSIN, COUNTY OF Washington } ss. BE IT REMEMBERED, That on the Twenty third day of August A. D. 1870, personally came before me the above named Henry Uhlmann to me known to be the person who executed the above Deed, and acknowledged the same to be his free act and deed for the uses and purposes therein mentioned.

Henry Fleischer
Notary Public

Received for Record, at 8 o'clock A. M., September 5th 1870

Register.

1870

No. 49966. WARRANTY DEED.—1. Phillip Bluem & wife to Jacob Bluem J. B. Horton & Sons, Stationers, Milwaukee.

This Indenture, Made this Seventeenth day of March in the year of our Lord one thousand eight hundred and Seventy seven between Phillip Bluem & Amelia Bluem his wife of the town of Germantown County of Washington and State of Wisconsin parties of the first part and Jacob Bluem of the town of Germantown Washington County and State of Wisconsin party of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Seven Hundred Dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm, unto the said party of the second part his heirs and assigns forever The following described Real Estate situated in the County of Washington and State of Wisconsin to wit: All that part parcel or piece of land on the West side of North East quarter of South East quarter of Section Number Twenty two 22 in Township No Nine (9) North of Range No Twenty East in Washington County and State of Wisconsin and more discribed as follows: Commencing East 13 60/100 rods of the South West corner of the North East quarter of South East quarter of said Section thence South 25 40/100 rod thence South 63 degrees East and 45 70/100 rods along the Milwaukee and La Crosse Rail Road line thence North 46 20/100 rods thence North 52 degrees West and 4 72/100 rod in the centre of the Fond du Lac road thence West 36 20/100 rods to the place of beginning Containing about Nine and 15/100 acres

SE SE 22-9-20

Together, With all and singular, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever of the said parties of the first part, either in Law or Equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances. TO HAVE AND TO HOLD the said premises as above described, with the hereditaments and appurtenances, unto the said party of the second part, and to his heirs and assigns FOREVER.

And the Said Phillip Bluem & Amelia Bluem for their heirs, executors and administrators, do covenant, grant bargain and agree, to and with the said party of the second part, his heirs and assigns that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever

and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part his heirs and assigns, against all and every person or persons, lawfully claiming the whole or any part thereof will forever WARRANT AND DEFEND.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
Jacob H Soelzer
William J Soelzer

Phillipp Bluem [L.S.] ~~[SEAL]~~
Amelia Bluem [L.S.] ~~[SEAL]~~
~~[SEAL]~~

STATE OF WISCONSIN, County of Washington } ss. Be it Remembered, That on the Seventeenth day of March A. D. 1877 personally came before me the above named Phillipp Bluem and Amelia Bluem his wife to me known to be the persons who executed the said Deed, and acknowledged the same to be their free act and deed, for the uses and purposes therein mentioned.

Received for record at 9 o'clock A M, March 24th 1877
Ms Schmidt Register.

Jacob H Soelzer
Justice of the peace

1877

Jacob Blum & wife to John Blum

WARRANTY DEED--S. F.

H. G. RAZALL & CO., M'f'g Stationers, Milwaukee, Wis.

Number 70455

This Indenture, Made this seventeenth day of February in the year of our Lord one thousand eight hundred and ninety one, between Jacob Blum and Katherina Blum (husband and wife) of the Town of Germantown County of Washington and State of Wisconsin parties of the first part, and John Blum of the same place party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One hundred ($100.00) Dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part his heirs and assigns forever.

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The following described real estate situated in the County of Washington and State of Wisconsin and known and described as follows to wit: Commencing thirty 695/1000 (30 695/1000) rods East of the North West corner of the North East quarter of the South East quarter of Section numbered twenty two (22) in township numbered nine (9) North of Range numbered twenty (20) East, running thence South along the land owned by Jac. Straeth Thirty six 39/100 (36 39/100) Rods to the North bound ary line of the right of way of the Chi. M. & S. P. R.R. thence South sixty three (63) degrees East along said R. R. land twenty seven 96/100 (27 96/100) rods thence North forty six 20/100 Rods thence North 52 degrees West four 70/100 Rods to the center of the Pond du lac Road thence West nineteen 115/1000 (19 115/1000) rods to the place of beginning containing about six acres of land more or less.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all the estate, right, title, interest, claim or demand whatsoever of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances. TO HAVE AND TO HOLD the said premises as above described, with the hereditaments and appurtenance, unto the said party of the second part and to his heirs and assigns forever.

And the said parties of the first part for themselves heirs, executors and administrators do covenant, grant, bargain and agree to and with the said party of the second part his heirs and assigns that at the time of the ensealing and delivery of these presents they were well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrance whatever

and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof they will forever WARRANT and DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

H. G. Duerwaechter — Jakob Blum (L.S.) ~~[SEAL]~~

Mary Duerwaechter — Katharina Blum (L.S.) ~~[SEAL]~~

[SEAL.]

STATE OF WISCONSIN, ~~COUNTY OF~~ Washington County } ss. ~~BE IT REMEMBERED that on the~~ Personally came before me this seventeenth day of February A. D. 189 1, ~~personally came before me~~ the above named Jacob Blum and Katharina Blum husband and wife to me known to be the persons who executed the foregoing instrument ~~Deed~~ and acknowledged the same ~~to be free act and deed, for the uses and purposes therein mentioned.~~

Received for Record this 25 day of April A. D. 189 1, at 9 o'clock, A. M.

Hugo Kronen Register.

H. G. Duerwaechter
Notary Public
of Washington Co. Wis.

Chas. Strehlow & wife to August W. Roeber

Warranty Deed. FORM No. 21-B. The H. O. Razall M'f'g Co., Stationers, Milwaukee.

This Indenture, Made this fourteenth day of December, in the year of our Lord, one thousand eight hundred and ninety four, between Chas. Strehlow and Elisabetha Strehlow as husband and wife of the town of Germantown County of Washington and State of Wisconsin part ies of the first part, and August William Roeber of the Town of Meequon County of Ozaukee & State of Wisconsin part y of the second part,

No 15545

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of Six hundred ($600.00) Dollars, to them in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, ha ve given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part y of the second part, his heirs and assigns forever, the following described real estate, situated in the county of Washington and state of Wisconsin, to wit:

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Commencing forty seven 58/100 (47.58/100) rods east of the north west corner of the North East quarter of the South East quarter of Section numbered twenty two (22) in township numbered nine (9) north of Range numbered twenty (20) East, from thence running South parallel with the west line of Holland owned by Herman Berger and John J. Leins to the North Boundary line of the Ch. M. & G. B. R. R. land forty four 44/100 (44.44/100) rods thence South sixty three degrees East seven 585/100 (7.85/100) rods to the North along the lands owned by said Herman Berger & John Leins to the center of the Pond du Lac Road thence North fifty two degrees West forty 40/100 (40.40/100) rods to a point where the quarter line of said Section intersects to the center of the Pond du Lac Road, thence West along said center line three 33/100 rods to the place of beginning containing two acres of land and being a part of the North East quarter of said Section Town & Range above said.

(Subject however to the express conditions and reservation that no intoxicating liquors of any kind shall be sold upon the premises above conveyed and that the same shall be always enclosed with a good and substantial fence, to be maintained by said party of the second part his heirs and assigns, and the said party of the second part for himself his heirs and assigns forever covenants and agrees to and with the said party of the first part his heirs and assigns that in case of violation of said conditions or either of them said premises above described and every part thereof shall revert to said party of the first part his heirs and assigns forever.)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part ies of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described, with the hereditaments and appurtenances, unto the said part y of the second part, and to his heirs and assigns Forever.

And the said Charles Strehlow and Elisabetha Strehlow for themselves their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part y of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, shall and will forever Warrant and Defend subject to second conditions above set forth.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Ph. G. Dierswachter

Charles F. Strehlow [SEAL.]

Elisabetha Strehlow [SEAL.]

[SEAL.]

State of Wisconsin. } ss.
Washington County,

BE IT REMEMBERED, That on the 11th day of December A. D. 1894, personally came before me the above named Charles Strehlow and Elisabetha Strehlow

to me known to be the person who executed the ~~foregoing Deed~~ instrument and acknowledged the same ~~to be their act and deed, for the uses and purposes therein mentioned.~~

Received for Record at 8 o'clock A. M.
December 15 A. D. 1894
Hugo Koenen Register.

Ph. G. Dierswachter
Notary Public
of Wash. Co. Wis.

1894

John Bluem to Charles Stehlow

WARRATY DEED—S. F.

H. O. Rassell Mfg. Co., Stationers, Milwaukee, Wis.

This Indenture, Made this 28th day of July in the year of our Lord one thousand eight hundred and ninety two, between John Bluem (a widower) of the Town of Germantown County of Washington and State of Wisconsin party of the first part, and Charles Stehlow of the same place party of the second part,

Number

J2212

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Two Thousand and one hundred Dollars, to him in hand paid, by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part his heirs and assigns forever.

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The following described real estate, situated in the County of Washington and State of Wisconsin to wit:

Commencing thirty $\frac{695}{1000}$ (30 $\frac{695}{1000}$) rods East of the North West corner of the North East quarter of the South East quarter of Section numbered twenty two (22) in Township numbered nine (9) North of Range numbered twenty (20) East running thence South along the land owned by Jacob Stadt thirty six $\frac{39}{100}$ (36 $\frac{39}{100}$) Rods to the North boundary line of the right of way of the Chicago Milwaukee and Saint Paul R. R., from thence South six degrees East along the land owned by the said R. R. Co. twenty seven $\frac{24}{100}$ ($27\frac{24}{100}$) Rods from thence North forty six $\frac{80}{100}$ ($46\frac{80}{100}$) rods thence North forty two degrees West four $\frac{72}{100}$ ($4\frac{72}{100}$) Rods to the centre of the highway, from thence West nineteen $\frac{115}{1000}$ ($19\frac{115}{1000}$) rods to the place of beginning, containing about six acres of land more or less.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances. To HAVE AND TO HOLD the said premises as above described, with the hereditaments and appurtenances, unto the said party of the second part and to his heirs and assigns forever.

And the said John Bluem for himself his heirs, executors and administrators do covenant, grant, bargain and agree to and with the said party of the second part his heirs and assigns that at the time of the ensealing and delivery of these presents he is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrance whatever

and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof he will forever WARRANT and DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Th. G. Dierwaechter
Frank Storkhausen

John Bluem [SEAL]

[SEAL.]

[SEAL.]

STATE OF WISCONSIN,
~~COUNTY OF~~ Washington County } ss.

BE IT REMEMBERED that on the 28th day of July A. D. 1892, personally came before me the above named John Bluem to me known to be the person who executed the above Deed and acknowledged the same to be his free act and deed, for the uses and purposes therein mentioned.

Received for Record this 3 day of August A. D. 1892, at 8 o'clock A. M.

Hugo Koenen Register.

Th. G. Dierwaechter
Notary Public
Washington Co. Wis.

August W. Roeber & wife to Charles Strehlow

Warranty Deed. FORM No. 21B. The H. C. Rarott Mfg. Co., Stationers, Milwaukee.

This Indenture, Made this twenty third day of April, in the year of our Lord, one thousand eight hundred and ninety six, between August William Roeber and Emma Roeber as husband and wife of the town of Germantown County of Washington and State of Wisconsin, parties of the first part, and Chas. Strehlow of the same place party of the second part,

No. 77838

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Six hundred $600.00 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release alien, convey and confirm unto the said party of the second part, his heirs and assigns forever, the following described real estate, situated in the county of Washington and state of Wisconsin, to wit: Commencing forty seven 58/100 (47 58/100) rods East of the north west corner of the north east quarter of the South East quarter of Section numbered twenty two (22) in the township No. nine (9) North of Range No. twenty (20) East, from thence running South parallel with the westline of the land owned by Herman Berger and John J. Leins to the North boundary line of the Ch. Mil. & St. Paul R. R. lands forty four 44/100 rods, thence south sixty three degrees East seven 58/100 (7 58/100) rods thence North along the lands owned by said Herman Berger and John J. Leins to the center of the Pond du Lac Road, thence North fifty two degrees West four 72/100 (4 72/100) rods to the point where the quarter line of said Section intersects to the center of the Pond du Lac Road thence West along said quarter line three 33/100 (3 33/100) rods to the place of beginning containing two acres of land and being a part of the north East quarter of the South East quarter of said Section town & range aforesaid.

Subject however to the express condition and reservation that no intoxicating liquors of any kind shall be sold upon the premises hereby conveyed and that the same shall be always enclosed in a good and substantial fence to be maintained by the second party his heirs and assigns; and the said part of the second part for himself his heirs and assigns forever covenants and agrees to and with the said parties of the first part, his heirs and assigns that in case of violation of said conditions or either of them, said premises above described and every part thereof shall revert to said parties of the first part his heirs or assigns forever.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described, with the hereditaments and appurtenances, unto the said party of the second part, and to his heirs and assigns Forever.

And the said August William Roeber and Emma Roeber for themselves & their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, subject to the conditions above set forth, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever Warrant and Defend.

In Witness Whereof, the said parties of the first part have hereunto set their hand & seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Ph. G. Dierswaechter
Arthur Dierswaechter

August William Roeber [SEAL.]
Emma Roeber [SEAL.]
[SEAL.]

State of Wisconsin. } ss.
Washington County,

BE IT REMEMBERED, That on the 23rd day of April A. D. 1896, personally came before me the above named August William Roeber and Emma Roeber his wife

to me known to be the persons who executed the foregoing Deed, and acknowledged the same to be their free act and deed, for the uses and purposes therein mentioned.

Received for Record at 8 o'clock A. M.
September 1st A. D. 1896
Hugo Koenen Register.

Seal

Ph. G. Dierswaechter
Notary Public
Wash. Co., Wis.

Chas Strehlow wife to Frank Schlaefer.

WARRANTY DEED.

Form No. 21 B.

165 E. B. BARNES MFG. CO., STATIONERS, MILWAUKEE

No 80604.

This Indenture, Made this Third day of November in the year of our Lord, one thousand eight hundred and Ninety Seven, between Charles Strehlow and Elisabeth Strehlow as husband and wife of the Town of Germantown County of Washington and State of Wisconsin part ies of the first part, and Frank Schlaefer of the same place part y of the second part,

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of Three hundred ($300.00) Dollars, to them in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, ha ve given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part y of the second part, his heirs and assigns forever, the following described real estate, situated in the County of Washington and State of Wisconsin, to-wit:

NE¼ 22 – 9 – 20

Commencing forty seven $\frac{58}{100}$ (47.58) rods East of the North West Corner of the North East quarter of the South East quarter of section number twenty two (22) in Township number nine (9) North of Range hundred twenty (20) East from thence running West three $\frac{678}{1000}$ rods, thence South forty three $\frac{34921}{10000}$ (43 $\frac{34921}{10000}$) rods to the North line of the Chicago & Milwaukee Rail road land, thence South three degrees East along the line of said Rail road land four $\frac{636}{1000}$ (4 $\frac{636}{1000}$) rods to the West line of the land owned by Julius Flemming, thence north along the land owned by Julius Flemming forty four $\frac{97}{100}$ (44 $\frac{97}{100}$) rods to the place of beginning, containing one acre of land and the same is a part of the north East quarter of the South East quarter of section No 22 in Township No 9 North of Range No 20 East.

Vol 44 PAGE 71

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part ies of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described, with the hereditaments and appurtenances, unto the said part y of the second part, and to his heirs and assigns Forever.

And the said Charles Strehlow and Elisabeth Strehlow for themselves heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part y of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever Warrant and Defend.

In Witness Whereof, the said part ies of the first part ha ve hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of
David Dorsegn
Th. G. Duerrwaechter

Charles Strehlow [SEAL.]
Elisabeth Strehlow [SEAL.]
[SEAL.]

State of Wisconsin, Washington County, } ss.

BE IT REMEMBERED, That on the Third day of November A. D. 1897, personally came before me the above named Charles Strehlow and Elisabeth Strehlow to me known to be the persons who executed the above Deed, and acknowledged the same to be their free act and deed, for the uses and purposes therein mentioned.

Received for Record at 8½ o'clock A M. July 16th A. D. 1898 No. C. F. Heim Register.

Th. G. Duerrwaechter
Notary Public
Washington Co.

1897

Heirs of Frank Schaefer To Fred Strauss et. al.

WARRANTY DEED

FOND DU LAC BLANK BOOK CO., MANUFACTURING STATIONERS.

Number.

94632.

This Indenture, Made this Fourteenth day of November in the year of our Lord, one thousand nine hundred and Six, between Sophia Schaefer, the widow of Frank Schaefer, deceased, Jerusia Ruger, nee Schaefer of Germantown, Washington Co. Wisconsin & Delia Ade, nee Schaefer of New Berlin Wis. all and only heirs at law of Frank Schaefer, deceased, parties of the first part, and Frederick Strauss and Katherine Strauss, his husband, and wife as to the survivor of them, of the town of Germantown, Washington Co. Wisconsin parties of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Thousand Four Hundred ($1400.00) DOLLARS, to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part, their heirs and assigns forever, the following described Real Estate, situated in the County of Washington, and State of Wisconsin, to-wit:

Commencing forty seven 58/100 (47 58/100) rods East of the north west corner of the north east quarter of the south east quarter of section numbered twenty two (22) in township numbered nine (9) north of range number twenty (20) East, from thence running west three (3) 625/1000 rods, thence south forty three 3424/10000 (43 3424/10000) rods to the north line of the Chi. Mil. & St. P. Ry. land, thence south sixty three (63) degrees East along the line of said Railway land, four and 636/1000 (4 636/1000) rods to the west line of the land owned by Julius Fleming, thence north along the land owned by Julius Fleming forty 97/100 (40 97/100) rods to the place of beginning, containing one acre of land and the same is a part of north east quarter of the south east quarter of section numbered twenty two (22) in township numbered nine (9) north of range numbered twenty (20) East.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises and their hereditaments and appurtenances.

To Have and to Hold, the said premises as above described, with the hereditaments and appurtenances, unto the said parties of the second part, ~~and~~ to the ~~survivor~~ their heirs and assigns FOREVER.

And the Said Sophia Schaefer, Jerusia Ruger & Delia Ade for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises, in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, The said parties of the first part have hereunto set their hand S and seal S this 14th day of November A. D. 1906

Signed, Sealed and Delivered in Presence of

Witness: [illegible]

Witness to signature of Sophia Schaefer by her mark: [illegible]

Witness to signature of Delia Ade: W. M. Pfeffer, Will Schaefer

Sophia her x x x Schaefer [SEAL.]

Jerusia Ruger [SEAL.]

Delia Ade [SEAL.]

State of Wisconsin, } SS.

Washington County,

Personally came before me, this 14th day of November A. D. 1906, the above named Sophia Schaefer and Jerusia Ruger to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Received for record this 6th day of Dec A. D. 1906 at 1 o'clock P. M.

Jno. W. Field, Register.

Seal

Ph. J. Dreis, Notary Public, Washington Co.

My Commission expires May 8th 1910

State of Wisconsin } SS
County of Washington } Received for record this 6th day of Dec A.D. 1906 at 1 o'clock P.M. and recorded in Vol 47 of Deeds on page 637
Jno. W. Field, Register

State of Wisconsin } SS
County of Washington } I, Ph. J. Dreis, a Notary Public in and for said County, do hereby certify that the within instrument was duly acknowledged before me this 7th day of July A.D. 1907
Ph. J. Dreis, Notary Public, Wash. Co. Wis.
My commission expires July 3rd 1907 (Seal)

State of Wisconsin } SS
County of Washington } I, Chas. E. Opel, Clerk of Circuit Court in and for said County, do hereby certify that the within instrument was duly acknowledged before me this 3rd day of June A.D. 1908
Chas. E. Opel, Clerk (Seal)

Katherine Strauch To Chas. R. Hoefer + wife.

WARRANTY DEED. Vol. 80

Number 12469

This Indenture, Made this 25th day of June A. D. 1921, ~~in the year of our Lord, One Thousand Nine Hundred and~~ between Katherine Strauch, widow, of the Town of Germantown, County of Washington and State of Wisconsin party of the first part, and Charles R. Hoefer and Albertina Hoefer, as husband and wife, or the survivor of them, of the County of Washington, State aforesaid parties of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of Five thousand ($5000.00) Dollars to her in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm, unto the said parties of the second part, their heirs and assigns forever, the following described Real Estate, situated in the County of Washington, and State of Wisconsin, to-wit:

Commencing 47.58 rods east of the northwest corner of the northeast quarter of the southeast quarter of Section 22, Township #9, North, Range #20 East and running thence west 3.625 rods, thence south 43.3424 rods to the north line of the Chicago, Milwaukee + St. Paul Railway lands, thence south 63 degrees east along the line of said railway land 4.636 rods to the west line of land owned by Julius Fleming, thence north along the land owned by Julius Fleming 44.97 rods to the place of beginning, containing one acre of land and being a part of the northeast quarter of the southeast quarter of Section #22, Township #9, North, Range #20 East.

($5.00 Rev. Stamps)

Together with all and singular, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described, with the hereditaments and appurtenances, unto the said parties of the second part, and to their heirs and assigns FOREVER.

And the Said Katherine Strauch, widow for herself, her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents she is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, she will forever WARRANT AND DEFEND.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal this 25th day of June A. D. 1921.

SIGNED, ~~SEALED AND DELIVERED~~ IN PRESENCE OF

Phil. J. Dwyer

Lena Lusch

Katherine Strauch (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN, } ss.
Washington County.

Personally came before me this 25th day of June A. D. 1921, the above named Katherine Strauch

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

Received for record this 4 day of July A. D. 1921 at 9:00 o'clock A. M.

W. J. Leiser Register.

Seal

Phil. J. Dwyer

Notary Public, Washington County, Wisconsin.

My Commission expires Jan. 7th 1922

Charles R. Roofer + wife, to Joseph Kelnhofer + wife.

WARRANTY DEED — STATE OF WISCONSIN — FORM No. 1

HAMMERSCHMIDT COMPANY, MFG STATIONERS, MILWAUKEE

Number

13053

This Indenture, Made this 22 day of January, A. D., 1924 between Charles R. Roofer and Albertina Roofer, his husband and wife, parties of the first part, and Joseph Kelnhofer and Rosa Kelnhofer, husband and wife, residing at the City of Milwaukee, County of Milwaukee, State of Wisconsin, parties of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Six thousand and 00/100 Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part, their heirs and assigns forever, the following described real estate, situated in the County of Washington and State of Wisconsin, to-wit:

Commencing 472.53 rods east of the northwest corner of the northeast quarter of the southeast quarter of Section 22, Township No. 9, North Range No. 20 East and running thence west 3.6.25 rods, thence south 43.34.24 rods to the north line of the Chicago, Milwaukee & St. Paul Railroad land, thence south 63 degrees east along the line of said railroad land 4.6.3.6 rods to the west bank of land owned by Julius Fleming, thence north along the land owned by Julius Fleming 44.9.7 rods to the place of beginning, containing one acre of land and being a part of the northeast quarter of the southeast quarter of Section No. 22 Township No. 9 North Range No. 20 East.

(# 2.22 Rm. Stampas)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said parties of the second part, and to their heirs and assigns **FOREVER.**

And the said Charles R. Roofer and Albertina Roofer, his wife, for their selves and their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except one certain mortgage recorded in Register's Office Liber 47 page 1 thousand dollars

and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever **WARRANT AND DEFEND.**

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals this 22nd day of January, A. D., 1924

SIGNED AND SEALED IN PRESENCE OF

R. A. Conway
A. Bischholtz

Charles R. Roofer (SEAL)
Albertina Roofer (SEAL)
(SEAL)
(SEAL)

State of Wisconsin, } ss.
Milwaukee County.

Personally came before me, this 22nd day of January, A. D., 1924 the above named Charles R. Roofer and Albertina Roofer, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Received for Record this 13 day of Feb. A. D., 1924, at 3 o'clock P. M.
W. T. Thomas Register of Deeds.

Seal

R. A. Conway
Notary Public Milwaukee County, Wis.
My Commission expires June 1st A. D., 1925

Joseph Kelnhofer & wife To F. A. Schwalbach & wife

WARRANTY DEED — STATE OF WISCONSIN — FORM No. 1

A. KIEDERICH COMPANY, MFG. STATIONERS, MILWAUKEE

Number 13311

This Indenture, Made this 10th day of June, A. D., 1925 between Joseph Kelnhofer and Rosa Kelnhofer, his wife, parties of the first part, and F. A. Schwalbach and Lorna Schwalbach, his wife, of the County of Washington, State of Wisconsin, parties of the second part

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations

to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part, their heirs and assigns forever, the following described real estate, situated in the County of Washington and State of Wisconsin, to-wit:

Commencing at the S. E. corner of the Northwest quarter of the N. E. ¼ of the S. E. ¼ of Section 22, Township 11 North of Range 20 East and running thence north 3 rods, thence south 43 degrees 34 minutes East 2 rods, thence south 1 rod, thence East parallel with the South line of said Section 22, thence South 3 rods, thence West along the line of said Section 22, thence North along the line of said quarter quarter Section 1 rod to the place of beginning, containing one acre and being a part of the N. E. ¼ of the S. E. ¼ of Section 22, Township 11 North of Range 20 East.

(U. S. Rev. 1 stamp)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said parties of the second part, and to their heirs and assigns **FOREVER.**

And the said Parties of the first part

for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever **WARRANT AND DEFEND.**

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals this 10th day of June, A. D., 19 25

SIGNED AND SEALED IN PRESENCE OF

E. J. Brockenbrener

W. W. Anderson

Joseph Kelnhofer (SEAL)

Rosa Kelnhofer (SEAL)

(SEAL)

(SEAL)

State of Wisconsin, } ss.
Ozaukee County.

Personally came before me, this 10th day of June, A. D., 1925 the above named Joseph Kelnhofer and Rosa Kelnhofer

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Received for Record this 1 day of June, A. D., 1925, at 9:00 o'clock A. M.

W. T. Lucas, Register of Deeds.

SEAL

E. J. Brockenbrener

Notary Public, Ozaukee County, Wis.
My commission expires Jan. 27, 1929
My Commission expires ——, A. D., 19——

WARRANTY DEED.

STATE OF WISCONSIN
FORM No. 1
Section 235.16 Wisconsin Statutes

This Indenture, Made this 29th day of November, A. D., 19 44, between Cornelia M. Schwalbach

party of the first part, and William M. Rennicke and Frieda Rennicke, his wife,

parties of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration

to her in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part, their heirs and assigns forever, the following described real estate, situated in the County of Washington and State of Wisconsin, to-wit:

That part of the Northeast Quarter of the South East Quarter (NE¼ SE¼) of Section No. Twenty two (22), in Township No. Nine (9) North, of Range No. Twenty (20) East, described as follows:
Commencing 47.58 rods east of the northwest corner of the NE¼ of the SE¼ of Section No. Twenty-two (22), in Township No. 9 North of Range No. Twenty East, from thence running west 3.625 rods, thence south 43.3424 rods to the north line of the Chicago, Milwaukee and St. Paul Railroad land, thence south sixty three degrees east along the line of said railroad land 4.636 rods to the west line of land owned by Julius Fleming, thence north along the land owned by Julius Fleming 44.97 rods to the place of beginning.
The above described parcel of land is also known as Out Lot Number 9 in the Assessor's Plat, Village of Germantown, NE¼SE¼ Sec. 22

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said parties of the second part, and to their heirs and assigns FOREVER.

And the said Cornelia M. Schwalbach

for herself, her heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents she is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever

and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, she will forever WARRANT AND DEFEND.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal this 29th day of November, A. D., 19 44

SIGNED AND SEALED IN PRESENCE OF

Walter H. Mayer
(Walter H. Mayer)

Leroy Oehlert
(Leroy Oehlert)

Cornelia M. Schwalbach (SEAL)
(Cornelia M. Schwalbach)
(SEAL)
(SEAL)
(SEAL)

State of Wisconsin,
Washington County. } ss.

Personally came before me, this 29th day of November, A. D., 19 44
the above named Cornelia M. Schmalbach

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

Notary Public Waukesha County, Wis.
My commission expires Feb. 17 A. D., 19 46

WALTER H. HAUGEN NOTARY PUBLIC WAUKESHA CO. WIS.

No. 185787
5-72

Cornelia M. Schmalbach

TO

William H. Remnicke and
Frieda Remnicke, his wife

Premises

Warranty Deed

This instrument should be immediately entered upon record to avoid future trouble and litigation.

REGISTER'S OFFICE,
State of Wisconsin,
Washington County. }

Received for Record this day of
A. D., 19 44
at o'clock M., and recorded in
Vol. of Deeds on page
Register of Deeds.

Deputy

Record and return to

PA M

DOCUMENT NO.
227855

VOL 204 PAGE 409

This Indenture, Made this 23 day of June, A. D. 1955, between Paul J. Webb

Frances A. Webb, his wife, part y of the first part, and

, part y of the second part.

Witnesseth, That the said part y of the first part, for and in consideration of the sum of One ($1.00) Dollar and other good and valuable considerations Dollars, to him in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, he s given, granted, bargained, sold, remised, released and quit-claimed, and by these presents do es give, grant, bargain, sell, remise, release and quit-claim unto the said part y of the second part, and to her heirs and assigns forever, the following described real estate, situated in the County of Washington, State of Wisconsin, to-wit:

That part of the NE 1/4 of the SE 1/4 of Section No. 22 in Township No. 9 North of Range 20 East, described as follows:

Commencing 47.58 rods east of the northwest corner of the NE 1/4 of the SE 1/4 of Section No. 22 in Township No. 9 North of Range No. 20 East, from thence running west 3.625 rods; thence south 43.3424 rods to the north line of the Chicago, Milwaukee and St. Paul Railroad land; thence south 63 degrees east along the line of said railroad land 4.636 rods to the west line of land owned by Julius Fleming; thence north along the land owned by Julius Fleming 44.97 rods to the place of beginning.

The parcel of land is also known as Out Lot number 9 in the Assessors Plat, Village of Germantown, NE 1/4 SE 1/4 Sec. 22.

This Quit Claim Deed is executed by the grantor herein in favor of the grantee herein for the sole and express purpose of creating an estate in joint tenancy of the above described real estate in and between the said grantor and said grantee.

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part y of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said part y of the second part, her heirs and assigns FOREVER.

In Witness Whereof, the said part y of the first part has s hereunto set his hand and seal this 23 day of June A. D., 19 55.

SIGNED AND SEALED IN PRESENCE OF

Melroy R. Graf
Melroy R. Graf

Clarence J. Seip
Clarence J. Seip

Paul J. Webb (SEAL)
Paul J. Webb

(SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN,
Milwaukee County, } ss.

Personally came before me, this 23 day of June A. D., 19 55 the above named Paul J. Webb

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

Melroy R. Graf
Melroy R. Graf
Notary Public Milwaukee County, Wis.
My Commission expires June 10 A. D., 19 56

Received for Record this 24 day of June A. D., 19 55 at 8:00 o'clock A. M.

Elwin Pick (SEAL)
Register of Deeds

by Olga Parris
Deputy Register of Deeds

MELROY R. GRAF NOTARY PUBLIC MILWAUKEE WISCONSIN

QUIT CLAIM DEED

STATE OF WISCONSIN
FORM No. 11

Wisconsin Legal Blank Company
Milwaukee, Wisconsin 53207

DOCUMENT NO. 461507

STATE BAR OF WISCONSIN FORM 1 — 1983

WARRANTY DEED

VOL. REC. 813 PAGE 160

THIS SPACE RESERVED FOR RECORDING DATA

RECORDED

DEC 1 1 09 PM '83

This Deed, made between FRANCES A. BRAASCH, formerly known as FRANCES A. WEBB

and RHONDA M. WEBER and TODD A. WEBER, husband and wife

, Grantor,

, Grantee,

Witnesseth, That the said Grantor, for a valuable consideration of one dollar & other good & valuable consideration conveys to Grantee the following described real estate in Washington County, State of Wisconsin:

RETURN TO GTNV'CO
N116 W15775 MAIN ST
GERMANTOWN, WI

Tax Parcel No: GTNV-224-011

Out Lot Nine (9) in ASSESSOR'S PLAT, Village of Germantown, Northeast 1/4, Southeast 1/4, Section 22, Township 9 North, Range 20 East, Washington County, Wisconsin.

TRANSFER FEE $162.00

This is not (is) (is not) homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And FRANCES A. BRAASCH, formerly known as FRANCES A. WEBB warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal & zoning ordinances; reservations, agreements, restrictions, easements & conveyances of record, if any; such portion of the premises as may be laid out, dedicated, or otherwise used for public road purposes; general & special real estate taxes for 1983 and succeeding years; and will warrant and defend the same.

Dated this 29 day of Nov., 1983.

(SEAL) Frances A. Braasch, formerly known as Frances A. Webb (SEAL)

(SEAL) (SEAL)

~~AUTHENTICATION~~

Signature(s) .....

authenticated this ..... day of ....., 19

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
ATTY. CHARLES H. HATHAWAY
P.O. Box 208
Slinger, Wisconsin 53086

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN }
WASHINGTON County. } ss.

Personally came before me this 29 day of Nov, 1983 the above named FRANCES A. BRAASCH, formerly known as FRANCES A. WEBB

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

Norb Weyer

Norb Weyer

Notary Public State of ~~Wisconsin~~, Wis.
~~My Commission is permanent~~ (If not, state expiration date: August 7, 1986)

*Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED

STATE BAR OF WISCONSIN FORM No. 1 — 1983

Wisconsin Legal Blank Co. Inc. Milwaukee, Wis.

1983

Document Number

STATE BAR OF WISCONSIN FORM 1 - 1999

WARRANTY DEED

DOC#: 914736

Recorded
JAN. 02, 2002 AT 12:30PM

DOROTHY C. GONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $11.00
Transfer Fee: $465.00

This Deed, made between **Todd A. Weber and Rhonda M. Weber, husband and wife,**

Grantor, and **Gerald M. Grosenick**

Grantee.

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate in **Washington** County, State of Wisconsin (if more space is needed, please attach addendum): Out Lot Nine (9) in ASSESSOR'S PLAT, in the Northeast One-quarter (1/4) of the Southeast One-quarter (1/4), Section Twenty-two, Township Nine (9) North, Range Twenty (20) East, in the Village of Germantown, County of Washington, State of Wisconsin.

Recording Area 11-1

Name and Return Address
ST FRANCIS BANK
13400 BISHOPS WAY #190
BROOKFIELD WI 53005

TRANSFER
$ 465.00
FEE

GTNV 224 011
Parcel Identification Number (PIN)

This is _____ homestead property.
(is) (is not)

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated this 27th day of **December**, **2001**.

* Authentication of:
Todd A. Weber and
* Rhonda M. Weber

~~AUTHENTICATION~~

Signature(s)

authenticated this 27th day of December, 2001

* Jeff Hughes

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, 1030734
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
~~PHILIP J. DAHLBERG~~ OF McLARIO, HELM & BERTLING, S.C. Jeff Hughes

(Signatures may be authenticated or acknowledged. Both are not necessary.)

Todd A. Weber
* Todd A. Weber

Rhonda M. Weber
* Rhonda M. Weber

ACKNOWLEDGMENT

STATE OF **WISCONSIN**)
) ss.
WAUKESHA County)

Personally came before me this _____ day of **December**, **2001** the above named **Todd A. Weber and Rhonda M. Weber**

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

*
Notary Public, State of
My Commission is permanent. (If not, state expiration date: _____, _____)

* Names of persons signing in any capacity must be typed or printed below their signature.

WARRANTY DEED

STATE BAR OF WISCONSIN FORM No. 1 - 1999

Information Professionals Company, Fond du Lac, WI 800-655-2021

011100643

1292039

RECORDED
December 02, 2011 8:00 AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: $30.00
Transfer Fee: $246.00

Recording Area

Document Number

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Name

THIS DEED, made between Gerald M. Grosenick
("Grantor," whether one or more),
and Christopher J. DeChant and Susan J. DeChant, husband and wife
("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Washington County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Attached Exhibit A

Name and Return Address
Christopher J. DeChant
Susan J. DeChant
N116 W15775 Main Street
Germantown, WI 53022

2

TRANSFER
$ 246.00
FEE

Part of GTNV 224 961
Parcel Identification Number (PIN)

This **is not** homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except:
Municipal and Zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and Municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing

Dated November 11, 2011.

(SEAL) (SEAL)
* Gerald M. Grosenick *

(SEAL) (SEAL)
* *

AUTHENTICATION

Signature(s)

authenticated on

*

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Waukesha COUNTY)

Personally came before me on November 11, 2011 the above-named Gerald M. Grosenick to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Carrie Fezzey
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 3-2-14)

PUBLIC CARRIE M. FEZZEY STATE OF WISCONSIN

THIS INSTRUMENT DRAFTED BY:
Gerald M. Grosenick/kl

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED
* Type name below signatures.

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

2011

CERTIFIED SURVEY MAP (CSM) & REZONING

11/9/15 Plan Commission Meeting

Henry & Julie Schlee

Village Planner Report **Germantown, Wisconsin**

Summary

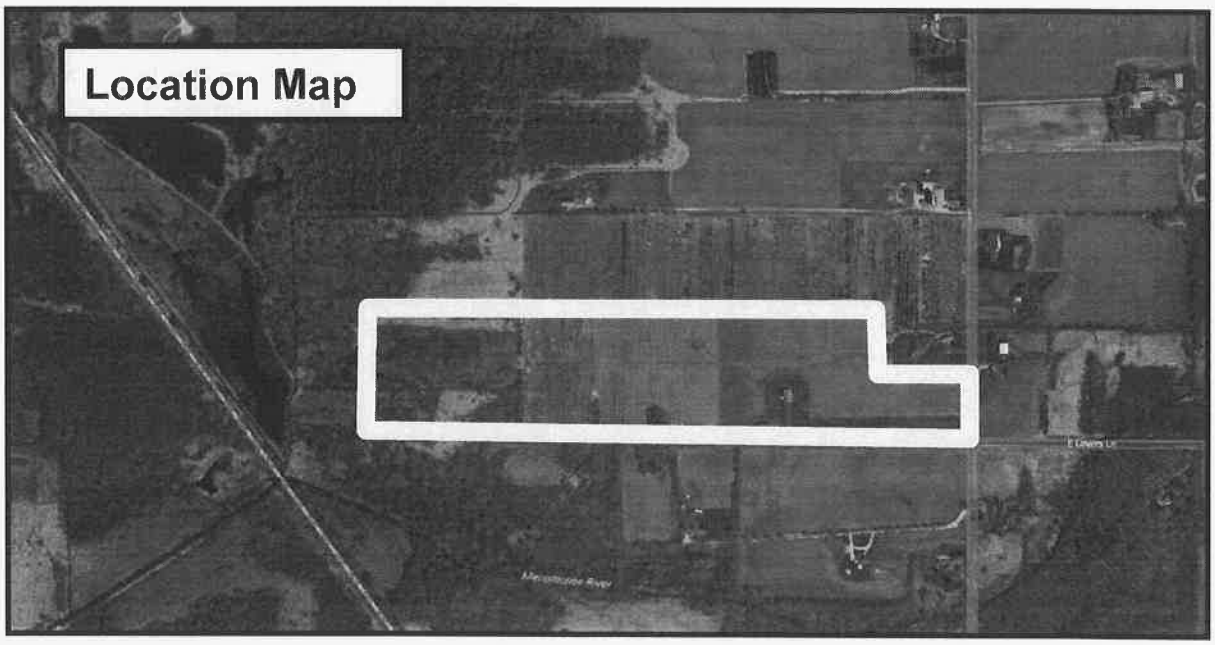
Henry & Julie Schlee, property owners of a 43.3-acre parcel located on Pleasant View Drive are requesting approval of a rezoning and 3-lot Certified Survey Map (CSM) in order to create three (3) 10+ acre parcels.

Location: W148 N12455 Pleasant View Drive (@ Lovers Lane)

Property Owner/ Applicant: Henry & Julie Schlee
W148 N12455 Pleasant View Drive
Germantown, WI

Current Zoning District: A-1: Agricultural
Proposed Zoning District: A-2: Agricultural

Adjacent Land Uses		Zoning
North	Agricultural/Residential	A-1/Rs-2
South	Residential	Rs-1
East	Agricultural	A-1/A-2
West	Agricultural	A-1



Proposal

Henry & Julie Schlee, property owners of a 43.3-acre parcel located on Pleasant View Drive are requesting approval of a rezoning and 3-lot Certified Survey Map (CSM) in order to create three (3) 10+ acre parcels.

As discussed at the October PC meeting, the Schlee's propose to serve the three lots with a "private street" (shared driveway) as provided for in the Village's Subdivision regulations. The shared driveway, including the existing driveway serving the Schlee's existing residence (proposed Lot 2) will be located within a 53.5' wide "driveway access easement".

Staff Comments

Consistency with Village's Land Use Plan.
The Plan map classifies this property as "Agricultural/Conservation Residential". The proposed A-1 to A-2: Agricultural District rezoning (10 acre minimum parcel size) is consistent with the 2020 Land Use Plan.

Conformance with Zoning District & Subdivision Requirements.
The proposed lots meet the requirements of the A-2 Zoning District. Soil evaluations are being prepared for two of the proposed parcels with the third parcel containing an existing dwelling and septic system.

The most significant feature of the proposal is the lack of road frontage and shared driveway easement proposed for the three parcels. As set forth in Section 18.07 of the Subdivision regulations (copy attached), a private shared driveway (listed therein as "private street") may be permitted by the Village Board provided that certain criteria and design standards are met. The proposed 3-lot CSM appears to comply with the criteria under 18.07(1)(d) with sufficient area to meet the minimum design standards in Table 3.

The Village Surveyor has identified a number of technical corrections/issues in his October 27, 2015 review memo (copy attached) that will need to be addressed as part of the final CSM prior to Village Board approval and recording.

The most important issue concerns road right-of-way. As discussed in October and in the Surveyor's review memo, the construction of Lovers Lane west of Pleasant View Drive was anticipated as far back as 1850 when the (then) Town Board ordered Lovers Lane to be created as a 4 rod road (in a 66' wide highway easement). The Surveyor is recommending that the southernmost 23.5' of the Schlee property be dedicated for road right-of-way, although a road reservation seems more reasonable given that it is unknown if Lovers Land will ever be extended west of Pleasant View Drive. It's important to note that there is a strip of land 16.5 feet wide south of the Schlee property that has a different property owner. While this 16.5' strip is part of the 66' highway easement, the 16.5' strip of land would have to be acquired by purchase or dedication to the Village to make up the balance of the 40' wide right-of-way north of the ¼ section line. A separate 40' wide "road reservation" already exists along the south side of the ¼ section line that was created by CSM when those lands to the south were rezoned and

divided into two parcels back in 1999. The 40' wide road reservation is consistent with the Village's ultimate right-of-way map that requires a total of 80 feet of right-of-way for the future extension/construction of Lovers Lane west of Pleasant View Drive.

The proposed lots meet the minimum requirements for parcels in the A-2: Agricultural Zoning District (10-acre minimum parcel size). The A-1 District requires a minimum of 35-acres. Soil evaluations are being prepared for proposed Lot 1 and Lot 3 (expected to be completed before Village Board review). Lot 3 contains a small wetland area that has not yet been delineated. However, because Lot 3 is not intended for development at this time, staff is recommending that the Village defer the delineation requirement until such time as Lot 3 is proposed for development. Consequently, an additional note/restriction shall be placed on the CSM indicating that Lot 3 cannot be further divided or developed with any habitable structures until such time as a wetland delineation is completed with the results provided to the Village.

The shared driveway will have to be constructed to the minimum design standards and meet all other requirements set forth in Section 18.07(d) of the Village's Subdivision and Platting Code regarding "private streets", including the requirement for deed restrictions and/or covenants dictating ownership and maintenance responsibilities for the easement and driveway.

Village Planner Recommendation

APPROVE rezoning the parcel from A-1: Agricultural to A-2: Agricultural;

APPROVE the proposed 3-lot Certified Survey Map (CSM) as drafted subject to the following conditions:

1. All requirements and technical corrections identified in the Village Surveyor's October 27, 2015 memo shall be addressed in a revised CSM prior to Village Board approval;
2. A note shall be included on the CSM indicating that "Lot 3 shall not be further divided or developed with any habitable structures until such time as a wetland delineation has been prepared and submitted to the Village of Germantown.
3. Soil evaluations for Lot 1 and Lot 3 indicating that each lot can support an on-site septic system shall be provided to the Village prior to Village Board approval.
4. A shared driveway/access easement agreement applicable to the 40' access outlot and across the southern portion of Lot 1 shall be prepared and submitted to the Village for review prior to review of the CSM by the Village Board. At a minimum, the agreement shall address construction of the driveway to the minimum design standards set forth in Section 18.07(d) of the Village's Subdivision Code, and, ownership and maintenance responsibilities for the easement and driveway.

Village of Germantown ...Willkommen

Engineering Department Memorandum

To: Jeff Retzlaff Village Planner

CC:

From: Bob Beilfuss, PLS, Village Surveyor

Date: October 27, 2015

Re: Schlee CSM

Jeff,

Here are my review comments for the CSM received 10-16-2015.

Certified Survey Map

Applicant or Owner: Henry and Julie Schlee
Land Surveyor/Firm: Cornerstone Land Surveying, Rich Simon, PLS
Current Zoning:

1. The document submitted for review by the owner was done without the approval of the professional land surveyor. What was submitted was a draft version for approval by the owner to clarify lot arrangement. As such, what was submitted for review is not in the proper form, specifically the wrong sheet size was submitted and due to the reduced size, mapping scale cannot be determined.

2. The location map is missing and is required to be shown on the map.

3. New soil borings need to be taken and shown on Lot 1 and 3 and a passing septic report needs to be provided for Lot 1 and 3.

4. There are wetlands located on Lot 3 that will need to be delineated by a wetland specialist and mapped by a professional land surveyor. The 25' wetland setback will need to be added based on the delineation.

5. The graphics or map scale is missing and needs to be added to both sheet 1 and 2.

6. The property, located south of the south line of the Northwest ¼ shown as "unplatted" is actually Lot 1 and Lot 2 of CSM 5124.

7. Due to the potential of future land divisions or subdivisions in the immediate area in the Northwest ¼ and Southwest ¼ of Section 14, Engineering is requiring the south 23.5' of this property be dedicated as public road right of way for the possible extension of Lovers Lane west of Pleasant View Drive.

8. The owner intends on creating a shared drive way easement across Lot 1 and Lot 2 so Lot 3 has access to Pleasant View Drive. This easement would be located in the same area as the road right of way dedication.

   To avoid a conflict with private property easement rights vs. public right of way, a precedent was established by the Village Board with the Gloria Fetzer CSM located between Mary Buth Lane and Knollwood Drive on the extension of East Lovers Lane. A private drive was allowed to be constructed in public road right of way until the Village improved and extended East Lovers Lane to Mary Buth Lane.

   The same criteria could be applied to this property. The driveway could be allowed in the unimproved road right of way until the road is extended at which time the individual property owners would be required to connect to the new roadway.

   This proposed driveway is constrained by the Zoning Code to 1,200' in length at the discretion of the Village Board. A cul-de-sac will be required to be constructed to the level at which Village Fire trucks can navigate the turning radius.

9. The professional surveyor's seal and signature is missing from all sheets and needs to be added to the map.

Surveyor Simon informed me he would be sending a new version of the map in its correct form but at this time I do not recommend approval of this CSM in the current state it was submitted.

No further review comments.

Document Submittals and Data Conversion

As of October, 2005, the Village of Germantown requires a digital copy of all Certified Survey Maps, Condominium Plats and Subdivision Plats in addition to the documents as required by Wisconsin Statute and Village Ordinances as part of the land division approval.

Prior to Recording the Certified Survey Map, the professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2007 on compact disk (CD) or via email to the Village Surveyor.

All digital professional land surveyor seals and signatures will be purged from the digital copy prior to submittal.

The model space of the drawing will be done in Wisconsin State Plane Coordinate System, South Zone (NAD 1927 datum) and the Grid Bearing basis.

Prior to Recording the Certified Survey Map, the Village Engineering Department will verify that the boundary markers have been installed as described on the submitted map. All boundary corners are to be clearly marked in the field by the professional land surveyor of record.

18.07 DESIGN STANDARDS.

(1) STREET ARRANGEMENT. In any new subdivision, or in any planned development, if applicable, the street layout shall conform to the arrangement, width and location indicated on the Official Map, County Jurisdictional Highway Plan, comprehensive plan or plan component, or detailed neighborhood unit development plan of the Village. In areas for which detailed neighborhood unit development plans have not been completed, the street layout shall conform to the functional classification of the various types of streets and shall be developed and located in proper relation to existing and proposed streets, to the topography, to such natural features as streams and tree growth, to public convenience and safety, to the proposed use of the land to be served by such streets, to existing or planned utilities, and to the most advantageous development of adjoining areas. The subdivision shall be designed so as to provide each lot with satisfactory access to a public street. In addition:

(a) Arterial Streets. Arterial streets, as hereafter defined, shall be arranged so as to provide ready access to centers of employment, centers of governmental activity, community shopping areas, community recreation and points beyond the boundaries of the community. They shall also be properly integrated with and related to the existing and proposed system of arterial streets and highways and shall be, insofar as practicable, continuous and in alignment with existing or planned streets with which they are to connect.

(b) Collector Streets. Collector streets, as hereafter defined, shall be arranged so as to provide for the collection of traffic from residential and other high intensity use areas and conveyance of such traffic to the arterial street and highway system and shall be properly related to the mass transportation system, to special traffic generators such as schools, churches and shopping centers and other concentrations of population and to the arterial streets to which they connect.

(c) Minor Streets. Minor streets, as hereafter defined, shall be arranged to conform to the topography, to discourage use by through traffic, to permit the design of efficient storm drainage, water supply and sanitary sewerage systems, and to require the minimum street area necessary to provide safe and convenient access to abutting property.

(d) Private Streets. (Cr. Ord. #04-08) Private streets are a type of "minor street" that shall be arranged to conform to the topography, to discourage use by through traffic, to permit the design of efficient storm drainage, water supply and sanitary sewerage systems, and provide the minimum street area necessary to provide safe and convenient access to abutting property. Private streets include shared driveways, private lanes, and private streets intended to serve 2 to 15 single-family residential lots or parcels (as well as condominium-type development) and may be allowed by the Village in accordance with all of the following:

1. Private street are intended to retain rural character, reduce construction and maintenance costs, serve relatively larger and more rural lots, and allow more control, security and sense of identity where public streets or roads are not planned or needed for public traffic circulation and

accessibility;

2. Private streets are only allowed at the discretion of the Village Board as approved as part of a subdivision plat, certified survey map (CSM) or condominium plat;

3. Private streets may be allowed in any single-family residential zoning district, however, the Village Board may require private streets to be developed as part of a Planned Development District (PDD);

4. Private streets shall NOT be allowed under any circumstances when:

   a. The proposed private street will replace or otherwise conflict with a designated public street set forth in the Village's official map, Comprehensive Plan, or other official state, regional, county, or village transportation plan;

   b. The Village determines that construction of a public street would be in the best interest of the Village and that a public (vs. private) street is determined to be needed for: (1) providing access to adjacent lands having the potential for future development; or (2) public circulation by way of connecting to or extending from an existing or future public street;

   c. The proposed private street connects 2 or more public streets or highways where the connection would further the pattern and function of the public street system; or

   d. The proposed street will or has the potential to provide access to more than 15 residential lots, or, has the potential to provide (or is needed for) access to future development of adjacent land.

5. Private streets shall be owned and maintained by the property owners of the lots or parcels having access to and served by such private streets and/or a legal entity (e.g., Homeowner's Association, Condominium Association, etc.) established prior to or concurrent with Village approval of the subdivision plat or Certified Survey Map. Ownership and maintenance responsibilities shall be set forth in deed restrictions or covenants reviewed and approved by the Village. The arrangement, design, and construction (including arrangements for construction inspection by qualified engineers) of private streets shall be approved by the Village as set forth in a Development Agreement with the Village as required under this section.

6. These standards and the design requirements in Table 3 are intended to be minimums that may be modified by the Village, including the requirement for a higher or different standard regardless of the private street classification, as determined on a case-by-case basis through the Planned Development District (PDD) review process or as specified in a Development Agreement required under this section.

7. The construction of private streets and the development and use of land that includes private streets shall comply with all zoning, land development and other applicable Village codes and requirements,

including but not limited to, the Village's stormwater management regulations.

(e) Proposed Streets. (Rltd. Ord. #04-08) Proposed streets shall extend to the boundary lines of the tract being subdivided or developed unless prevented by topography or other physical conditions or unless, in the opinion of the Plan Commission, such extension is not necessary or desirable for the coordination of the layout of the subdivision or development or for the advantageous development of the adjacent tracts. Where an existing dedicated or platted half street is adjacent to the tract being subdivided or developed, the other half of the street shall be dedicated by the subdivider or developer.

(f) Protection and Limited Access. (Rltd. Ord. #04-08) Whenever the proposed subdivision contains or is adjacent to an arterial street or highway, adequate protection of residential properties, limitation of access and separation of through and local traffic shall be provided by reversed frontage lots, screen planting contained in a nonaccess reservation along the rear property line, or by the use of frontage streets.

(g) Stream or Lake Shores. (Rltd. Ord. #04-08) Stream or lake shores shall have a minimum of 60 feet of public access platted to the low water mark at intervals of not more than 1/2 mile as required by §236.16(3), Wis. Stats.

(h) Reserve Strips. (Rltd. Ord. #04-08) Reserve strips shall not be provided on any plat to control access to streets or alleys, except where control of such strips is placed with the Village under conditions approved by the Plan Commission.

(i) Alleys. (Rltd. Ord. #04-08) Alleys shall be provided in commercial and industrial areas for off-street loading and service access unless otherwise required by the Plan Commission, but shall not be approved in residential districts. Dead end alleys shall not be approved and alleys shall not connect to an arterial street or highway.

(j) Street Names. (Rltd. Ord. #04-08) Street names shall not duplicate or be similar to existing street names on nonconnecting streets elsewhere in the Village and existing street names shall be extended wherever possible.

(2) LIMITED ACCESS HIGHWAY AND RAILROAD RIGHT-OF-WAY TREATMENT. Whenever the proposed subdivision contains or is adjacent to a limited access highway or railroad right-of-way, the subdivision shall include the following design restrictions:

(a) When lots within the proposed subdivision back upon the right-of-way of an existing or proposed limited access highway or a railroad, a planting strip at least 30 feet in depth shall be provided adjacent to the highway or railroad in addition to the normal lot depth. This strip shall be a part of the platted lots, but shall have the following restriction lettered on the face of the plat: "this strip reserved for the planting of trees and shrubs; the building of structures hereon is prohibited."

(b) Commercial and industrial properties fronting on the right-of-way of an existing or proposed limited access highway or railroad shall have provided, on each side of the limited access highway or railroad, streets approximately parallel to and at a suitable distance from such highway or railroad for the appropriate use of the land between such streets and highway or railroad, but not less than 200 feet.

(c) Streets parallel to a limited access highway or railroad right-of-way, when intersecting an arterial street, highway or collector street which crosses said railroad or highway, shall be located at a minimum distance of 250 feet from said highway or railroad right-of-way. Such distance, where desirable and practicable, shall be determined with due consideration of the minimum distance required for the future separation of grades by means of appropriate approach gradients.

(d) Minor streets immediately adjacent and parallel to railroad rights-of-way shall be avoided and location of minor streets immediately adjacent to arterial streets and highways and to railroad rights-of-way shall be avoided in residential areas.

(3) PUBLIC STREET AND PUBLIC WAY DESIGN STANDARDS. (Am. Ord. #38-05; Am. Ord. #04-08) The minimum right-of-way and roadway width of all proposed public streets and alleys shall be as specified by the comprehensive plan, comprehensive plan component, official map, neighborhood development study; or the standard cross-section adopted by the Village (see Table 2 or Table 2a); or if no width is specified therein, the minimum widths shall be as set forth in Table 2.

Arterial street sections are for standard arterial streets only. Cross-sections for freeways, expressways and parkways should be based upon detailed engineering studies. In addition all minor streets that are planned and designed to not be extended or connected to another street at the time of development or at any time in the future (i.e., a "dead end" street) shall include a cul-de-sac meeting the following requirements:

(a) All non-cul-de-sac streets designed having one end permanently closed, shall not exceed 500 feet in length. Cul-de-sac streets not exceeding 500 feet in length are permitted as a matter of course.

(b) Where a cul-de-sac street is designed so that it's bulb right-of-way abuts the subdivision perimeter property line, making future extension of the roadway, or connection to another roadway feasible; the Plan Commission may approve a design of up to 1,200 feet in length.

(c) Other cu-de-sac roads may be approved at lengths greater than 500 feet but not exceeding 1,200 feet in length depending upon such factors as:

1. The zoning classification and resultant lot size, with larger lots abutting the cu-de-sac street justifying and permitting the approval of a proportionately longer cul-de-sac street;

2. The number, and proximity to Village arterials roads, of entry points into the subdivision, including those feasible for extension and connection in the future.

(d) Except in section 27-9-20 of the Village, as set forth in Table 2a, all cul-de-sac streets shall terminate in a circular turnaround having a minimum right-of-way radius of 60 feet and a minimum face of curbs radius of 40 feet on urban sections and 40 feet on rural sections (see Table 2).

(e) The length of a cul-de-sac shall be defined as the distance from the nearest intersecting right-of-way from the subject cul-de-sac street along the centerline of said cul-de-sac to the point at the bulb right-of-way furthest from the connecting street.

TABLE 2
REQUIRED STREET CROSS SECTIONS
IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

TABLE INSET:

Type of Street or Public Way	Urban Street Section		Rural Street Section	
	Minimum Right-of-Way to be Dedicated	** Minimum Dimensions	Minimum Right-of-Way to be Dedicated	Minimum Dimensions
Arterial Streets	120 feet	* Dual 36-foot pavement (face of curb to face of curb) * 20-foot median * 8-foot tree banks (curb lawn) * 5-foot sidewalks * 1-foot outside sidewalks	120 feet	* Dual 24-foot pavement * 8-foot median * 6-foot inside shoulders * 10-foot outside shoulders * 16-foot roadside ditches
Collector Streets	80 feet	* 40-foot pavement (Face of curb to face of curb) * 14-foot tree banks (curb lawn) * 5-foot sidewalks * 1-foot outside sidewalks	NONE	NONE
Minor Streets	60 feet	* 30-foot pavement (face of curb to face of curb) * 9-foot tree banks (curb lawn) * 5-foot sidewalks * 1-foot outside sidewalks	60 feet	* 24-foot pavement * 2-foot shoulders * 14-foot roadside ditches
Cul-de-Sac (Turn-around)	60 foot radius	* 40-foot outside face of curb radius * 10-foot inside pavement radius * 14-foot tree banks (curb lawn) * 5-foot sidewalks (if required) * 1-foot outside sidewalks	60 foot radius	* 40-foot outside pavement radius * 17-foot Inside pavement radius * 6-foot shoulders * 13-foot roadside ditches
Service Alleys	30 feet	* 28-foot pavement (if required)	NONE	NONE
Pedestrian Ways	20 foot average	* As required by the Village Engineer	20 foot average	* As required by the Village Engineer

** NOTE: Not applicable in Section 27-9-20 of the Village. See Table 2a on next page.

(Am. Ord. #31-88)

TABLE 2a

REQUIRED STREET CROSS SECTIONS
IN THE VILLAGE OF GERMANTOWN,
WASHINGTON COUNTY, WISCONSIN

TABLE INSET:

Type of Street or Public Way	Urban Street Section	
	Minimum Right-of-Way to be Dedicated	(Note: Applicable only in Section 27-9-20 of the Village) Minimum Dimensions
Arterial Streets	120 feet	* Dual 36-foot pavement (face of curb to face of curb) * 20-foot median * 8-foot tree banks (curb lawn) * 5-foot sidewalks * 1-foot outside sidewalks
Collector Streets	80 feet	* 48-foot pavement (face of curb to face of curb) * 10-foot tree banks (curb lawn) * 5-foot sidewalks * 1-foot outside sidewalks
Minor Streets	60 feet	* 36-foot pavement (face of curb to face of curb) * 6-foot tree banks (curb lawn) * 5-foot sidewalks * 1-foot outside sidewalks
Cul-de-sac (Turn-around)	60 foot radius	* 48-foot outside face of curb radius * 12-foot inside pavement radius * 6-foot tree banks (curb lawn) * 5-foot sidewalks (if required) * 1-foot outside sidewalks
Service Alleys	30 feet	* 28-foot pavement (if required)
Pedestrian Ways	20 foot average	*As required by the Village Engineer

(Cr. Ord. #31-88)

TABLE 3
PRIVATE STREET DESIGN
STANDARDS AND REQUIREMENTS

TABLE INSET:

	Private Street Classification		
Design Standard/ Requirement	Shared Driveway	Private Lane	Private Street
Ownership	Private (all lot owners and/or legal association); subject to access easement agreement	Private (all lot owners and/or legal association); subject to access easement agreement	Private (all lot owners and/or legal association); subject to access easement agreement
Construction, Inspection and Maintenance Responsibility	Private access and maintenance responsibilities established in Development Agreement and legal association covenants and deed restrictions; may also be subject to PDD Conditions and Restrictions (if required by the Village)	Private access and maintenance responsibilities established in Development Agreement and legal association covenants and deed restrictions; may also be subject to PDD Conditions and Restrictions (if required by the Village)	Private access and maintenance responsibilities established in Development Agreement and legal association covenants and deed restrictions; may also be subject to PDD Conditions and Restrictions (if required by the Village)

	Private Street Classification		
Design Standard/ Requirement	Shared Driveway	Private Lane	Private Street
Max. # Lots Served (typical)	Up to 3 lots	Up to 7 lots	Up to 15 lots
Length (max.)	>1,200 w/ Village Board approval	>1,200 w/ Village Board approval	>1,200 w/ Village Board approval
Permanent Closure (Turnaround)	Cul-de-sac (30' to 60' min. radius to be determined by Village Board)	Cul-de-sac (30' to 60' min. radius to be determined by Village Board)	Cul-de-sac (30' to 60' min. radius to be determined by Village Board)
Easement or Right-of-Way Width Required (min.)	30' easement or outlot	40' outlot or private right-of-way	60' outlot or private right-of-way
# Lanes and Width (min. total width)	1 lane 16' wide 16' total width	2 lanes 9' each 18' total width	2 lanes 11' each 22' total width
Vertical Clearance (min.)	14'	14'	14'
Grade (max.)	10%; Grade to match existing shoulder (uncurbed) or intersecting street pavement (curbed) with min. 25' landing approach at grade +/- 2%	10%; Grade to match existing shoulder (uncurbed) or intersecting street pavement (curbed) with min. 25' landing approach at grade +/- 2%	10%; Grade to match existing shoulder (uncurbed) or intersecting street pavement (curbed) with min. 25' landing approach at grade +/- 2%
Curve Radius	N/A	100'	See Sec. 18.07 (100-300')
Base Course (type/thickness)	Lift 1: 9" of 1.5" TB; Lift 2: 5" of .75" TB	Lift 1: 9" of 1.5" TB; Lift 2: 5" of .75" TB	Lift 1: 9" of 1.5" TB; Lift 2: 5" of .75" TB
Surface Course (type/thickness)	Asphalt concrete surface course is OPTIONAL as determined by the Village Board.	Asphalt concrete surface course is OPTIONAL as determined by the Village Board.	Aasphalt concrete surface course is OPTIONAL as determined by the Village Board.

(Cr. Ord. #04-08)

(4) STREET INTERSECTIONS. Streets shall intersect each other at as nearly right angles as topography and other limiting factors of good design permit. In addition:

(a) The number of streets converging at one intersection shall be reduced to a minimum, preferably not more than 2.

(b) The number of intersections along arterial streets and highways shall be minimized. Wherever practicable, the distance between such intersections shall not be less than 1,200 feet.

(c) On all streets where sidewalks are required, ramps or openings to accommodate handicapped individuals or vehicles shall be provided in accordance with §66.616, Wis. Stats.

(d) Minor and collector streets shall not necessarily continue across arterial streets. If the distance between the center line intersections of any street with any other intersecting street is less than 250 feet, measured along the center line of the intersecting street, then the location shall be so adjusted that the distance is increased or the adjoinment across the intersecting street is continuous and a jog is avoided.

(5) BLOCKS. The widths, lengths and shapes of blocks shall be suited to the planned use of the land; zoning requirements; need for convenient access, control and safety of street traffic; and the limitations and opportunities of topography. In addition:

(a) Blocks in residential areas shall not, as a general rule, be less than 600 feet nor more than 1,200 feet in length unless otherwise dictated by exceptional topography or other limiting factors of good design.

(b) Pedestrian ways of not less than 20 feet in average width may be required near the center and entirely across any block over 900 feet in length where deemed essential by the Plan Commission to provide adequate pedestrian circulation or access to schools, parks, shopping centers, churches or transportation facilities.

(c) Block widths shall be sufficient to provide for 2 tiers of lots of appropriate depth except where otherwise required to separate residential development from through traffic, railroads or natural barriers. Width of lots or parcels designated for commercial or industrial use shall be adequate to provide for off-street service and parking required by the use contemplated and the area zoning restrictions for such use.

(d) All general service electric power, telephone and cable TV lines shall be placed on mid-block easements of not less than 15 feet in width centered on rear lot lines for underground installation.

(6) LOTS. The size, shape and orientation of lots shall be appropriate for the location of the subdivision and for the type of development and use contemplated. The lots should be designed to provide an aesthetically pleasing building site and a proper architectural setting for the buildings contemplated. In addition:

(a) Side lot lines shall be at right angles to straight street lines or radial to curved street lines on which the lots face. Lot lines shall follow municipal boundary lines rather than cross them.

(b) Double frontage or "through" lots shall be prohibited, except where necessary to provide separation of residential development from arterial traffic or to overcome specific disadvantages of topography and orientation.

(c) Every lot should front or abut for a distance of at least 60 feet on a public street, but may, in extenuating circumstances, be reduced to no less than 30 feet.

(d) Area and dimensions of all lots shall conform to the requirements of the Zoning Code. Those building sites not served by a public sanitary sewerage system or other approved system shall be sufficient to permit the use of an on-site soil absorption sewage disposal system designed in accordance with Wis. Adm. Code H 62.20.

(e) Excessive depth of lots in relation to width shall be avoided and a proportion of 2:1 shall be considered a maximum ratio under normal conditions. Depth of lots or parcels designated for commercial or industrial use shall be adequate to provide for off-street service and parking required by the use contemplated.

(f) Four-sided rectangular lots shall be considered standard, odd shaped lots should be avoided and lots with more than 5 sides will be allowed only in extenuating circumstances.

(g) The width of lots within the interior of a block shall conform to the requirements of the Zoning Code or other applicable ordinance and in no case shall a lot have a minimum average width of less than 80 feet.

(h) Corner lots shall have an additional width of 10 feet to permit adequate building setbacks from the side streets.

(i) Lands lying between the meander line and the water's edge and any otherwise unplattable lands which lie between a proposed subdivision and the water's edge shall be dedicated to the public in any plat abutting a lake or stream.

(7) BUILDING SETBACK LINES. Building setback lines appropriate to the location and type of development contemplated which are more restrictive than the regulation of the zoning district in which the plat is located may be required by the Plan Commission.

(8) EASEMENTS. The Plan Commission may require utility easements of widths deemed adequate for the intended purpose, but not less than 7.5 feet on each side of all rear lot lines and on side lot lines or across lots where necessary or advisable for electric power and communication wires and conduits; storm and sanitary sewers; and gas, water and other utility lines.

Where a subdivision is traversed by a watercourse, drainageway channel or stream, an adequate drainageway or easement shall be provided as may be required by the Plan Commission. The location, width, alignment and improvement of such drainageway or easement shall be subject to the approval of the Village Engineer; and parallel streets or parkways may be required in connection therewith. Where necessary, stormwater drainage shall be maintained by landscaped open channels of adequate size and grade to hydraulically accommodate maximum potential volumes of flow. These design details are subject to review and approval by the Village Engineer.

(9) PUBLIC SITES AND OPEN SPACES. (Rep. & Recr. Ord. #43-95) In the design of the plat or planned development, due consideration shall be given to the preservation of suitable sites of adequate area for future parks, playgrounds, public school sites, drainageways and other public purposes. If designated on the comprehensive plan, comprehensive plan component, official map or detailed neighborhood unit development plan, such areas shall be made a part of the plat or planned development as stipulated in section 18.02(3) of this chapter. If not so designated, consideration shall be given in the location of such sites to the preservation of scenic, scientific and historic sites, trees, marshes, lakes and ponds, watercourses and ravines. Accordingly, each subdivider or developer of residential land in the Village shall reserve public sites and open-space lands designated on the Village comprehensive plan or plan component. The proposed public lands shall be made a part of the plat or development and reserved at the time of final plat approval or site plan approval for a period not to exceed 3 years, unless extended by mutual agreement, for acquisition at undeveloped land prices by the public agency having jurisdiction. If the land is not acquired within the 3-year period or the time extended by mutual consent, as set forth herein, the land shall be released by the Village from reservation to the owner.

Village of Germantown

Willkommen

Fee must accompany application

☐ $2,900 with public improvements

☐ $1,960 without public improvements

Paid ____ Date 10-16-15

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1 APPLICANT OR AGENT

Henry + Julie Schlee

Phone (262) 617-9355

Fax ( )

E-Mail hammer1932@Gmail.com

PROPERTY OWNER

Henry D and Julie A. Schlee

Phone ( )

2 PROPERTY ADDRESS OR GENERAL LOCATION | **TAX KEY NUMBER**

W148N12455 Pleasant View dr. Germantown

3 PURPOSE OF LAND SPLIT

	Will the land split require rezoning?	
	From	To

4 READ AND INITIAL THE FOLLOWING:

HDS I understand that the Certified Survey Map is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.

HDS I understand that the Map will not be placed on the Village Board agenda until all the technical corrections to the CSM are made, the payment of any outstanding impact fees are paid to the Village Clerk's Department, and the original signed and stamped copy of the Map is submitted on the proper paper.

HDS I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.

HDS I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

5 SIGNATURES — ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Applicant 10-16-2015 Date

Owner 10-16-2015 Date

REV 1/99 U:\Planning\Wpdata\Applications\csmapp.wpd

Village of Germantown
...Willkommen

FEES MUST BE PAID AT TIME OF APPLICATION

- ☐ $200 Plan Commission Consultation
- ☐ $1,085 Rezoning
- ☐ $1,240 PDD < 5 acres
- ☐ $2,095 PDD 5-20 acre site
- ☐ $3,460 PDD > 20 acre site

Date Paid: 10-16-15 Received by: [illegible]

REZONING & PDD APPLICATION

Pursuant to Section 17.51 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1 APPLICANT OR AGENT

Henry + Julie Schlee

Phone (262) 617-9355

Fax ( )

E-Mail hammer1937@Gmail.com

PROPERTY OWNER

Henry + Julie Schlee

Phone ( )

2 PROPERTY ADDRESS OR GENERAL LOCATION

W148N12455 Pleasant View dr.

TAX KEY NUMBER

3 REZONING REQUEST

FROM	TO
A1	

4 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

OCT 16 2015
OFFICE OF THE VILLAGE PLANNER
VILLAGE OF GERMANTOWN

5

PURPOSE OF REZONING REQUEST

Briefly describe why the applicant is rezoning the property. Include a description of the proposed use, including any new construction and number of employees, if applicable.

6 SUPPORTING DOCUMENTATION:

- ☐ Plat of Survey (1:100)
- ☐ Site Plan and elevations for new construction (can be conceptual)
- ☒ CSM
- ☐ _____

7 READ AND INITIAL THE FOLLOWING:

HDS I understand that the Village is under no obligation to rezone property and that density and lot coverages provided in the Zoning Code are maximums. Actual build out will depend on myriad factors including topography and other natural conditions, surrounding neighborhood context and the detailed design of a project.

HDS I understand that Village Staff, Plan Commission and/or Village Board may request additional information to properly evaluate this request and failure to provide such information may in itself by sufficient cause to deny the petition.

HDS I am aware that this rezoning shall go into effect immediately upon the final approval of the Village Board and its execution of the rezoning ordinance

8 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Applicant	Date	Owner	Date
[signature]	10-16-2015	[signature]	10-16-2015

Certified Survey Map No._____

That part of the Southwest ¼ and Southeast ¼ of the Northwest ¼ of Section 14, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

A2 Zoning Setbacks
60' - Front Yard
50' - Side Yard
50' - Rear Yard

Northeast Corner of the Northwest ¼ of Section 14-9-20
Concrete Monument w/ Brass Cap
461395.65
2507899.07

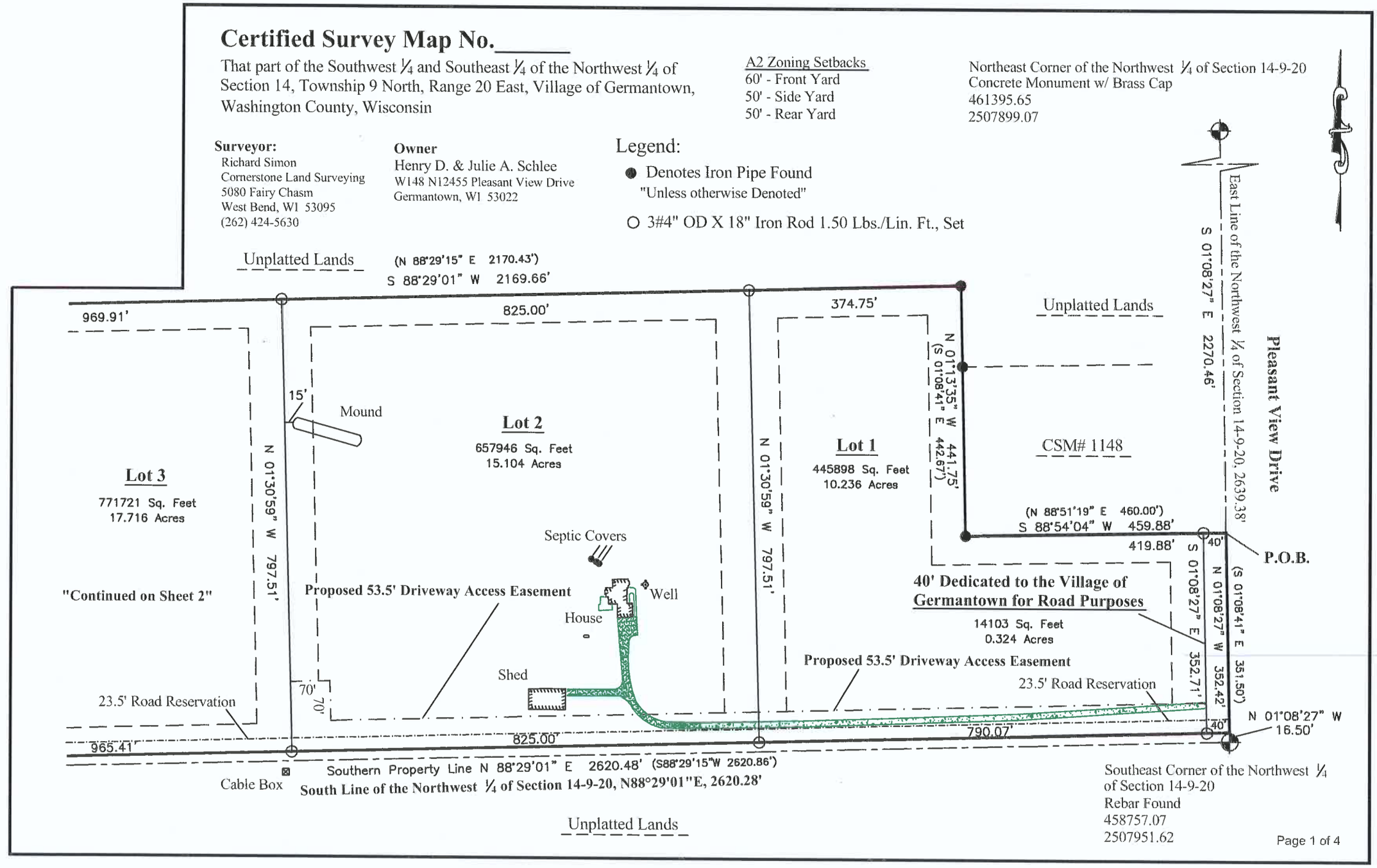
Surveyor:
Richard Simon
Cornerstone Land Surveying
5080 Fairy Chasm
West Bend, WI 53095
(262) 424-5630

Owner
Henry D. & Julie A. Schlee
W148 N12455 Pleasant View Drive
Germantown, WI 53022

Legend:

● Denotes Iron Pipe Found
"Unless otherwise Denoted"

O 3#4" OD X 18" Iron Rod 1.50 Lbs./Lin. Ft., Set



Certified Survey Map No._____

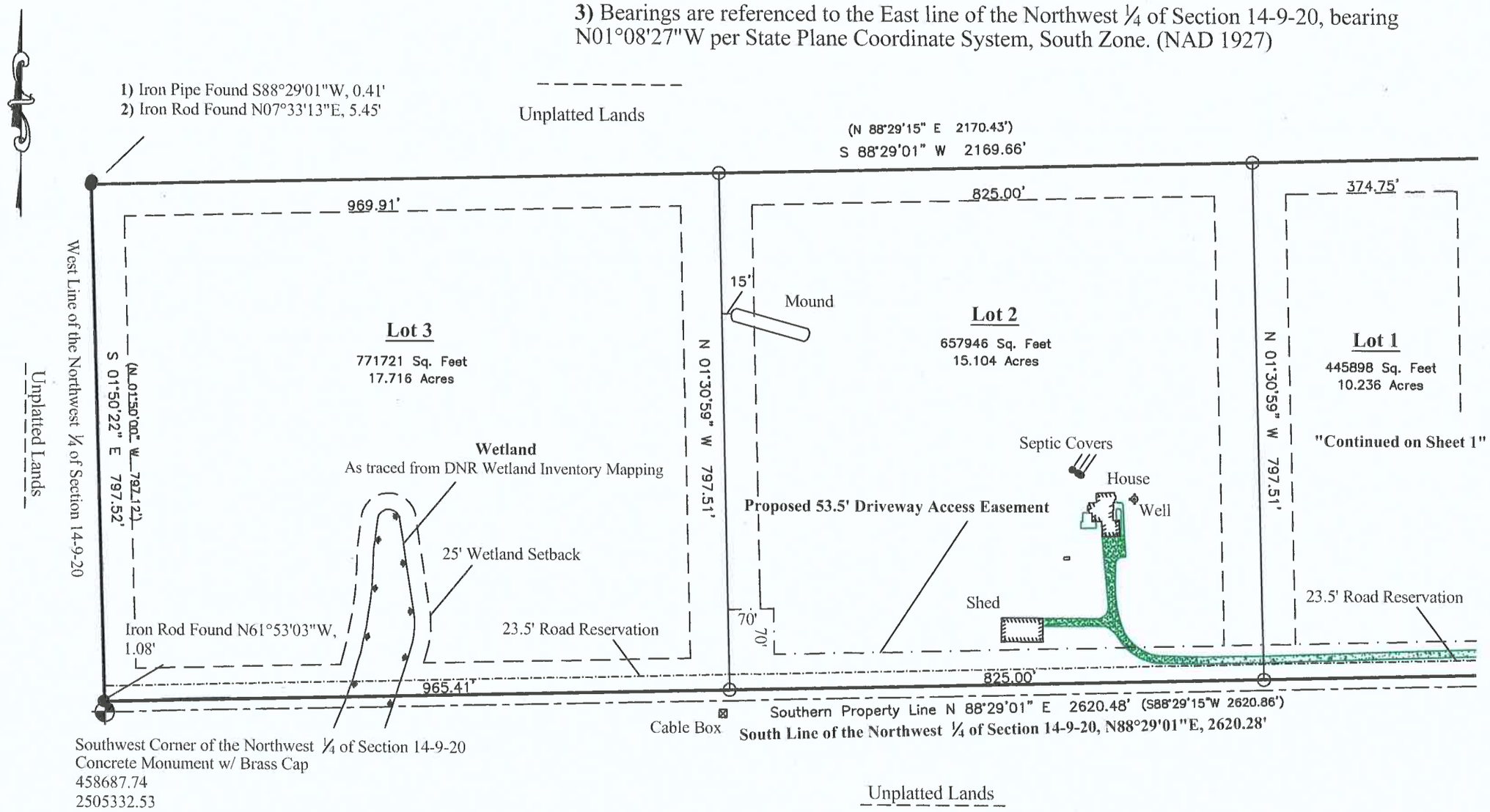
That part of the Southwest ¼ and Southeast ¼ of the Northwest ¼ of Section 14, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

Notes:

1) Bearings or Distances in ( ) are Recorded Measurements

2) In providing this boundary survey no attempt has been made to obtain or show data concerning the existence of any utility on the site, whether private, municipal, or public owned.

3) Bearings are referenced to the East line of the Northwest ¼ of Section 14-9-20, bearing N01°08'27"W per State Plane Coordinate System, South Zone. (NAD 1927)



Certified Survey Map No._____

That part of the Southwest ¼ and Southeast ¼ of the Northwest ¼ of Section 14, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

Surveyor's Certificate

I, Richard L Simon, Professional Land Surveyor, hereby certify:

That part of the Southwest ¼ and Southeast ¼ of the Northwest ¼ of Section 14, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

Described as follows:
That part of the Southwest ¼ and Southeast ¼ of the Northwest ¼ of Section 14, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin; Commencing at the Northeast corner of the said Northwest ¼; thence S01°08'27"E along the East line of said Northwest ¼, 2270.46 feet to the point of beginning of this description; thence S88°54'04"W along the South line of Certified Survey Map No. 1148, 459.88 feet to a found Iron Pipe; thence N01°13'35"W along the West line of said Certified Survey Map No. 1148, 441.75 feet to a found ¾ inch Rebar, thence S88°29'01"W, 2169.66 feet to a point on the West line of said Northwest ¼; thence S01°50'22"E along said West line, 797.52 feet; thence N88°29'01"E, 2620.48 feet to a point on the East line of said Northwest ¼, thence N01°08'27"W along said East line, 352.42 feet to the point of beginning of this description.

Said parcel contains 1889668 Sq. Ft. or 43.38 Acres Gross

That I have made such survey, division, and map by the direction of Henry D. Schlee & Julie A. Schlee.

That this map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with provisions of s. 236.34 of the Wisconsin Statutes and the subdivision regulations of the Village of Germantown in surveying, dedicating, dividing, and mapping the same.

Dated this 15th day of October, 2015

_____
Richard L Simon, P.L.S. #2698
Cornerstone Land Surveying
5080 Fairy Chasm Road
West Bend, WI 53095
262-424-5630

Village of Germantown Planning Commission Approval

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown on this day of , 2015.

_____
Dean Wolter, Chairman Date

_____
Laura A. Johnson, Secretary Date

Village of Germantown Board Approval

This Certified Survey Map, being a division of (SW¼ & SE ¼ of the NW ¼, Section 14, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and (the dedication of that part of Pleasant View Drive for public road purposes as shown on Sheet 1 of 5 is hereby) accepted by the Village Board of Trustees of the Village of Germantown on this __day of _____, 2015.

_____
Dean Wolter, Village President Date

_____
Barbara K.D. Goeckner, Village Clerk Date

Certified Survey Map No._____

That part of the Southwest ¼ and Southeast ¼ of the Northwest ¼ of Section 14, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

Owner's Certificate

We, Henry D. Schlee & Julie A. Schlee do herby certify that I caused the land described in the foregoing affidavit of Richard L. Simon , Surveyor, to be surveyed, dedicated, divided and mapped as represented on this Certified Survey Map.

WITNESS the hand and seal of said Signer, this _____day of _____,_____

_____
Henry D. Schlee

_____
Julie A. Schlee

State of Wisconsin) SS
_____ County)
Personally came before me this _____day of _____, _____, the above named, Henry D. Schlee & Julie A. Schlee to me, known to be the people who executed the foregoing instrument and acknowledge the same.

_____
Notary Public

_____ County, State of Wisconsin

My commission expires:_____

Consent of Mortgagee

I, _____ of _____, mortgagee of the above described land, do hereby consent to the surveying, dividing, dedicating, and mapping of the described land on this Certified Survey Map, and I do hereby consent to the certificate of Henry D. Schlee & Julie A. Schlee, as owners of said land.

Witness the hand and seal of said mortgagee this _____ day of _____, _____.

_____
Bank Officer

State of Wisconsin) SS
_____ County)
Personally came before me this _____day of _____, _____, the above named, Henry D. Schlee & Julie A. Schlee to me, known to be the people who executed the foregoing instrument and acknowledge the same.

_____
Notary Public

_____ County, State of Wisconsin

My commission expires:_____

CONDITIONAL USE PERMIT AMENDMENT

11/9/15 Plan Commission Meeting

Gehl Foods, Inc. (formerly Gehl Guernsey Farms, Inc.)

Village Planner Report **Germantown, Wisconsin**

Summary

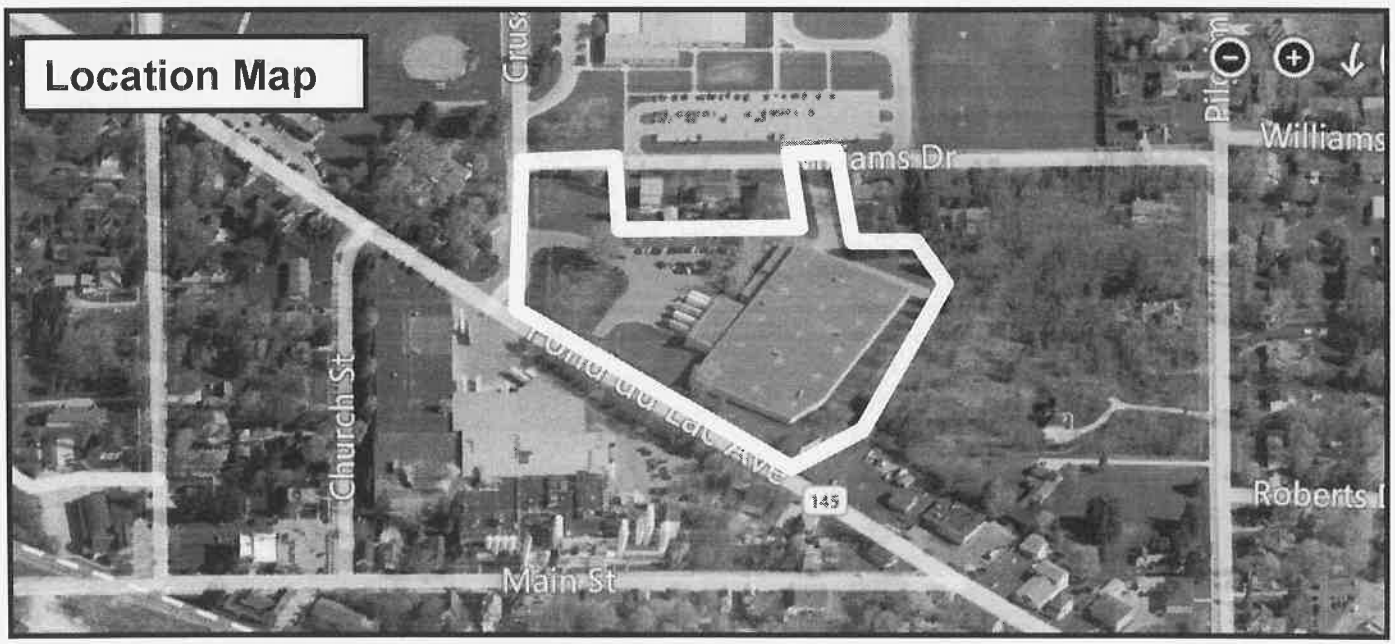
Tim Preuninger, agent for Gehl Foods, Inc., is requesting approval of an amendment to Conditional Use Permit #5-01 issued to Gehl Foods for the construction and operation of a 108,000 sqft warehouse facility at W160 N11736 Crusader Court.

Location: W160 N11736 Crusader Court

Applicant/ Property Owner: Tim Preuninger, CFO
Gehl Foods, Inc.
N116 W15970 Main Street
Germantown, WI 53022

Current Zoning: B-3: General Business District

Adjacent Land Uses		Zoning
North	Institutional/Residential	I/Rd-2
South	Industrial	M-1
East	Residential	Rs-3
West	Commercial/Residential	B-3



Background/Proposal
Tim Preuninger, agent for Gehl Foods, Inc., is requesting approval of an amendment to Conditional Use Permit #5-01 issued to Gehl Foods for the construction and operation of a 108,000 sqft warehouse facility at W160 N11736 Crusader Court.

CUP #5-01 was granted to Gehl Foods (formerly Gehl Guernsey Farms, Inc.) in June, 2001 (copy attached). Condition #6 limits "trucking activity" between the hours of 7:00 am to 6:00 pm.

As detailed in the CUP application and supporting documents, Gehl Foods is requesting that condition #6 be amended as follows to extend the hours available for trucking activity:

"The trucking activity will be active only between the hours of 6:00 ~~7:00~~ a.m. and 10:00 ~~6:00~~ p.m."

Gehl's indicates that with the extended trucking hours, the warehouse facility will operate under the same, noise-related Village code provisions that apply to other businesses in Germantown while avoiding the downtime, loss of productivity, and higher costs resulting from the existing time limitation.

As discussed in detail in the supporting documents, Gehl's indicates that the benefits of being able to operate from 6:00 am to 10:00 pm will include:

- Improved efficiency
- Reduced costs
- Better able to meet the needs of customers
- Reduced congestion and idling time for trucks (and in turn, reduced noise and exhaust emissions)
- Company growth (and in turn, increased tax revenue, higher employment, and a stronger local economy)

Staff Analysis/Comments
Gehl Foods first approached the Village with the idea of building/operating the Crusader Court facility in March, 2001. At their initial consultation with the Plan Commission on March 21, 2001, the facility's hours of operation and potential truck activity was discussed. Gehl Foods representatives indicated that the operation would likely include two shifts with truck activity occurring between the hours of 7:00 am to 4:30 pm. Ultimately, this statement became the basis for the Plan Commission recommendation that truck activity be limited to the hours of 7:00 am to 6:00 pm. At the June 18, 2001, public hearing and Village Board meeting, hours of operation, truck traffic and idling, landscape buffering from the adjacent residential/school area, improvements to FDL Avenue, and the installation of sidewalks was discussed. The Village Board considered different beginning and ending times for the truck activity time period, e.g. 8:00 am vs. 7:00 am, and, 4:00 pm vs. 6:00 pm), but eventually approved CUP #5-01 with the recommended and current 7:00 am to 6:00 pm restriction (see June 18, 2001 meeting minutes).

The Village Code does not establish a specific "quiet time" period for businesses like Gehl Foods. Section 9.07 (Public Peace & Good Order) does establish a 10:00 pm to 6:00 am "quiet time" affecting the playing of loud music, amplifiers, construction-related noise, and powered garden/lawn equipment, as well as, a general prohibition of "loud and unnecessary noise". Section 17.47 (Zoning) establishes certain performance standards that apply to all businesses in the Village, including a set of specific noise criteria (measured at the property line) for industrial districts and a set for all other districts. For practical purposes, the noise level for all business uses in a B-3 District is limited to a maximum of 72 decibels...at any time (and not limited to any particular am-to-pm time period). This is the only specific noise standard that applies to all businesses in all zoning districts in the Village.

To date, the Police Department has received two (2) truck-related noise complaints associated with the Gehl Foods Crusader Court facility; one in 2008 and the other in 2009. No other complaints of any nature have been received since that time.

Given the above, staff supports the request to amend Condition #6 to allow trucking activity during the time period from 6:00 am to 10:00 pm. It would appear that an extended time period would provide Gehl Foods the flexibility needed to improve efficiency, reduce costs, take advantage of the opportunity for business growth and the benefits associated with such growth, AND reduce truck congestion, idling time, noise and emissions.

Village Planner Recommendation

APPROVE the Gehl Foods, Inc. request to amend Condition #6 in CUP #5-01 for the warehouse facility located at W160 N11736 Crusader Court subject to extend the time period within which truck activity can occur on the property to be 6:00 am to 10:00 pm.

* **PUBLIC HEARING - CONDITIONAL USE PERMIT - GEHL GUERNSEY FARMS** - President Hargan called the public hearing to order at 8:22 p.m.

Planner Gallo reviewed the request to construct a 100,000 sq. ft. warehouse facility on the property on the northeast corner of Crusader Court and Fond du Lac Avenue and adjacent uses. The Plan Commission reviewed the request on April 9, 2001 and forwarded it with a positive recommendation with the following conditions: 1) A certified survey map shall be submitted, combining the separate parcels identified as tax key numbers 221-992, 221-993 and 221-994 into one parcel. 2) A final site plan will contain a mature planting buffer between the building and all residential lot lines. Applicant will be responsible for the maintenance/replacement of the landscaping per the final landscaping plan. 3) Crusader Court shall be redesigned and rebuilt at the applicant's expense with the proper truck turning radius, as approved by the Engineering Department. 4) Per Trans 233, Wis DOT approval is required for the certified survey map and the building location along S. T. H. 145 (currently 55 feet from centerline). 5) Final architectural plans shall include a nice facade along Fond du Lac Avenue, south elevation. 6) The trucking activity will be active only between the hours of 7:00 am. and 6:00 p.m. 7) The site shall meet all fire safety concerns of the Village Fire Department including a fire access road around the building and access drive off Williams Drive, which will be maintained by the applicant.

Joan Steele, N118 W15876 Williams Drive, raised the following questions:

- How will the project affect area wells?
- The safety of school children walking on Crusader Court?
- Will their basements be inspected prior to any blasting?
- When will the landscaping be completed?
- What about trucking noise (engines running) and diesel fumes? Currently the intercom system from the existing site can be heard.
- Will trucks be parking overnight?
- What are the plans for the building on the corner of Crusader Court and Williams Drive?
- Will the landscaping be kept up? Had called Gehls to inquire what would be done on the property and was told that a berm would be installed and that has not been done. Also that they had no plans for the site.
- Can the evening time be changed to 5:00 p.m. so residents can enjoy their dinner time?

Timm Bierman, Bierman Construction, presented an updated site plan noting:

- The access road has been further offset from the residential properties to comply with the 50 foot requirement of Code.
- Almost all the issues with Wis DOT have been worked out including Trans 233. They have been instructed to draft the certified survey map combining the parcels for DOT approval.
- Storm water retention basis will be dry ponds that will be

maintained.

- Municipal water will be extended along Crusader Court and Williams Drive to service both Gehls and a new subdivision and will be financed by the developers.
- The existing buildings on the property will be removed and the area will be used for storm water retention ponds.

Bruce Warnimont, N112 W12467 Mequon Road, felt Gehls was an excellent corporate citizen, employs a large number of people, commended them for their contribution to improve Main Street and for taking a blighted area and rejuvenating it. But he did have some concerns:

- Traffic, and hoped that the road would be wide enough to accommodate both school buses and trucks since both will open and close at approximately the same time.
- When will construction take place? Timing with school activities.
- Blasting?
- Whether the warehouse will have refrigeration and possible safety aspects as it relates to refrigerant products and the potential hazards and danger.

Terry Kurtenbach, W156 N11685 Pilgrim Road, noted in 1994 the Board considered the placement of a funeral home next to Kennedy Middle School and possible dangers with the chemicals it used. He has similar concerns with this project as it relates to diesel fuel spills and possible run-off. The question of wells, noting that while the developer will pay for the cost of the main, the property owner will be responsible for the cost of the water lateral. Concerns with noise and that every warehouse has fans. He suggested that maybe some additional restrictions would be necessary.

Robert Lalk, Richfield, agreed that the corner needs to be developed. He did have some concerns with the trucks and that it abuts residential development. He asked the Board to be consistent in the decisions, as Cousins and Gehls have some similar issues.

John Gehl, owner of Gehl Guernsey Farms, indicated:

- There will be no fans in this warehouse and there are none in the warehouse on Church Street;
- There will be no refrigeration now or in the future in this warehouse;
- He shares the concerns of the neighbors and does not want trucks parking and running their engines, and
- He shares their concerns with safety etc.

He asked the residents to contact the neighbors on Church Street as they have tried to address and alleviate their concern. He cannot raise his prices, so he needs to expand his product or close the factory. He needs to run more volume and therefore needs more warehouse room. He indicated this will be a site the Village can be proud of. He apologized that the property has not been kept up

properly but there have been other things on the agenda that took priority.

There being no further comments, either for or against the conditional use permit, the public hearing was declared closed at 8:43 p.m.

RESOLUTION NO. R44-01 LEVYING SPECIAL ASSESSMENT UNDER SECTION 66.0701 AND 66.0703 WIS. STATS. AND SECTION 8.04 OF THE MUNICIPAL CODE FOR THE CONSTRUCTION OF SANITARY SEWER, WATERMAIN AND APPURTENANCES IN FOND DU LAC AVENUE FROM A POINT 130 FEET NORTHWEST OF GETTYSBURG DRIVE TO A POINT 690 FEET SOUTHEAST - President Hargan read proposed Resolution No. R44-01.

Motion Fehrenbach, second Brzezinski, to adopt Resolution No. R44-01.

It was noted the properties are current utility customers. In 1995 Mr. Behnke spoke at the public hearing and thanked the Board for entertaining this project which he had requested for some time. This is the same assessment as was proposed in 1995, the property owner will have ten years to pay the assessment, and has received a break for six years. This resolution came forward as a result of cleaning up old files.

Ayes: Brady, Brzezinski, Ewert, Fehrenbach, Johnson, Kempinski, Stauffacher, Vento, Hargan.

Nays: None.

Motion carried unanimously. Aye 9. Nays 0.

Motion Stauffacher, second Vento, to suspend rules and advance to New Business Item C - Ordinance Rezoning Request Sandwich properties LLP/Robert Brue. Motion carried. Ayes 6. Nays 3 (Brady, Brzezinski, Fehrenbach)

ORDINANCE - REZONING REQUEST SANDWICH PROPERTIES LLP/ROBERT BRUE - President Hargan read the proposed Ordinance.

Clerk Wilms indicated a formal Protest Petition had been received. It has been verified by staff and the Village Attorney has approved the form. Therefore, a 3/4 super majority vote of seven will be required to pass the rezoning.

Motion Kempinski, second Vento, to adopt the Ordinance per the request of Sandwich Properties LLP/Robert Brue to rezone from Rs-4 to B-1.

Discussion was held noting:

- The proposed building was nice looking, but that the area is residential;
- Concern of over saturation of commercial properties, many current facilities are renting to churches because they cannot find other tenants;
- Concern that this would start a domino affect with more residential property being changed to commercial;
- That the barn property and the current Cousins site should be combined into one parcel.

Roll call vote on motion to adopt:

Ayes: None.

Nays: Brady, Brzezinski, Ewert, Fehrenbach, Johnson, Kempinski, Stauffacher, Vento, Hargan.

Motion defeated. Ayes 0. Nays 9.

ORDINANCE - REZONING REQUEST - SANDWICH PROPERTIES LLP - President Hargan read the proposed Ordinance.

Motion Fehrenbach, second Brady, to adopt the proposed Ordinance requesting rezoning from B-3 to B-1 by Sandwich Properties LLP.

It was noted the owner asked that this property not be rezoned if the previous rezoning did not occur.

Ayes: Brady, Brzezinski, Kempinski.

Nays: Ewert, Fehrenbach, Johnson, Stauffacher, Vento, Hargan.

Motion defeated. Ayes 3. Nays 6.

CONDITIONAL USE PERMIT - GEHL GUERNSEY FARMS INC. - ***Motion Johnson, second Ewert, to approve the Conditional Use Permit to Gehl Guernsey Farms Inc., to allow for a warehouse and indoor storage of approximately 108,000 square feet, in accordance with Section 17.30 (3)(ff) of the Municipal Code on the property located on the northeast corner of Crusader Court and Fond du Lac Avenue, with the seven conditions previously read.***

Discussion followed on:

- Concerns with truck traffic at the same time school buses are arriving/leaving the area;
- Concerns with the retention pond being located across from the Little League field;
- Whether the Village could include a provision providing for no trucking on Williams Drive. Atty. Fuchs indicated that the CUP affects only Gehls. The Village would need to amend the official traffic map to limit trucking so that it would be universal in application and not specific to Gehls.
- The proposal will clean up a B-3 property in the Village;
- Wis. DOT has denied access to Fond du Lac Avenue and has instructed applicant to redesign Crusader Court entrance to accommodate truck traffic;
- What the address of the property would be as that would affect deliveries;
- Whether the Village should send a resolution to Wis. DOT requesting access to Fond du Lac Avenue due to concerns with school bus traffic.

Motion Kempinski, second Brzezinski, to amend the conditional use permit to include that the Village adopt a Resolution and forward to Wis DOT requesting that they approve an access point on Fond du Lac Avenue.

Further discussion followed noting the heavy volume of traffic on Fond du Lac Avenue and that the intersection between Crusader Court and the Gehl drive will line up making it a straight line versus the serpentine currently; that Williams Drive is currently posted "No Trucking" and there will be no refrigeration in this warehouse.

Motion to amend carried. Ayes 5 (Brady, Brzezinski, Kempinski, Johnson, Vento). Nays 4 (Ewert, Fehrenbach, Stauffacher, Hargan).

Mr. Bierman noted DOT had concerns with site distance at the top of the hill on Fond du Lac Avenue and instructed the applicant to improve the intersection north to their driveway access.

John Gehl indicated that the trucks arrive throughout the day and they load a couple of trucks at a time. He agreed with concerns over foot traffic and the possible installation of sidewalk.

The Principal at Kennedy Middle School had been contacted and he had concerns with safety on Crusader Court and the co-mingling of school and truck traffic.

Further discussion followed on:

- The amount of pedestrian traffic and whether sidewalks were necessary on Crusader Court? Fond du Lac Avenue? and/or Williams Drive?
- The intersection is being designed to DOT standards to meet the specifications of the truck traffic;
- Truck traffic already exists in this location, the only difference is that they will now turn north, but only for a short distance;
- The number of shifts employed, if trucks would be left running, the hours of operation, and inspection of properties prior to blasting.

Motion Vento, second Johnson, to amend the Conditional Use Permit Item #6 by striking 6 p.m. and inserting 4 p.m.

Mr. Gehl addressed the concerns indicating that he does not want trucks idling in the lot and that if necessary will close the lot. He assured the Board compliance with the terms of the CUP. He noted that while trucks would not be allowed onto the lot after 6 p.m. inside activities continue beyond 6 p.m. He addressed the typical truck count and work schedule, the type of product and the current problems they have with storage.

Motion to amend failed. Ayes 3 (Brady, Johnson, Vento). Nays 6.

Motion Brady, second Fehrenbach, to amend the Conditional Use Permit Item #6 by striking 7 a.m. and inserting 8 a.m.

Motion failed. Ayes 4 (Brady, Fehrenbach, Johnson, Vento). Nays 5.

Motion Johnson, second Fehrenbach, to amend the Conditional Use Permit to include "Sidewalks be installed on the east side of Crusader Court from Fond du Lac Avenue, the length of the Gehl property.

Discussion followed on which side was better suited for sidewalk, vision from trucks, and where sidewalks were needed. Atty. Fuchs noted that the applicant is free to reject a condition. Also noted was Fond du Lac Avenue is a State trunk highway and there is limited space due to the bedrock. It was also noted that new developments have been required to install sidewalk at a future date when additional development occurs.

Motion withdrawn with the consent of the Board.

Motion Ewert, second Stauffacher, to amend the Conditional Use Permit to include "Sidewalks be installed on the west side of Crusader Court from Fond du Lac Avenue, north the length of the Gehl property.

Further discussion followed noting that students aren't allowed to cross Crusader Court, the number of school buses at the beginning and close of the

school day (50), and whether the kids would even use the sidewalks.

Chief Van Male was asked his opinion on the sidewalk issue and he suggested that the matter be held over to provide an opportunity to review the area, meet with school officials, and discuss with Wis. DOT before making a recommendation.

Motion withdrawn with the consent of the Board.

Motion Johnson, second Brzezinski, to have staff review the issue of sidewalks in this area and to come back to the Village Board with a recommendation on this condition. Motion carried. Ayes 8. Nays 1 (Vento).

Mr. Gehl responded to questions indicating:

- There would be no fueling operation on this site,
- No fans in the building and
- DOT is dictating the requirement improvements to Fond du Lac Avenue.

Roll call vote on motion to approve the conditional Use Permit:

Ayes: Brzezinski, Ewert, Fehrenbach, Johnson, Kempinski, Stauffacher, Hargan.

Nays: Brady, Vento.

Motion carried. Ayes 7. Nays 2

President Hargan declared a recess at 9:47 p.m.

President Hargan reconvened the meeting at 9:55 p.m.

Motion Fehrenbach, second Kempinski, to suspend rules and advance to New Business Item O, Tourism/Community Betterment Request for Funds. Motion carried without negative vote.

<u>TOURISM COMMUNITY BETTERMENT FUND</u> - <u>Skate Park Ad Hoc Committee</u> - ***Motion Ewert, second Kempinski, to approve the request of the Germantown Skate Park Ad Hoc Committee in the amount of $7,955 with the monies to be transferred to the Skate Park Fund account, but the monies would not be released unless the park was fully funded and they must use the money within 5 years.***

Discussion followed:

- The Committee should request funds for actual dollars spent;
- Whether the Committee should wait and request the funds when needed;
- The dollar amount in the Tourism Fund will increase each year and more dollars would be available in future years; and
- The Committee has an uphill battle to raise the funds for the project.

The Board recognized Laurie Broetzmann who indicated dollars have been spent on soil borings which they could put the money towards; however, it looks better to have money in their account when they apply for grants. They have used the money from other fund raising activities to pay the costs to date.

Motion Brzezinski, second Vento, to close debate. Motion carried without negative vote.

Roll call vote on original motion to approve:

Ayes: Brady, Brzezinski, Ewert, Fehrenbach, Kempinski, Stauffacher.

Nays: Johnson, Vento, Hargan.

Motion carried. Ayes 6. Nays 3.

Village of Germantown ...Willkommen

Fee must accompany application

☐**$1460** Paid _____ Date_____

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1 APPLICANT OR AGENT

Gehl Foods, LLC (f.k.a. Gehl Foods, Inc. and Gehl Guernsey Farms, Inc.)
Attention: Tim Preuninger, CFO
W160 N11736 Crusader Court
Germantown, WI 53022
Phone (262) 251-8572 x184
Fax (262) 250-6862
E-Mail tpreuninger@gehlfoods.com

PROPERTY OWNER

Gehl Foods, LLC (f.k.a. Gehl Foods, Inc. and Gehl Guernsey Farms, Inc.)
Attention: Tim Preuninger, CFO
W160 N11736 Crusader Court
Germantown, WI 53022
Phone (262) 251-8572 x184

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Gehl Foods, LLC (f.k.a. Gehl Foods, Inc. and Gehl Guernsey Farms, Inc.)

3

PROPERTY ADDRESS	TAX KEY NUMBER
W160 N11736 Crusader Court, Germantown, WI 53022	GTNV 211-963

4 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages if necessary.

The property is currently being operated as a warehouse and indoor storage facility, pursuant to Conditional Use Permit #5-01. CUP#5-01 was granted by the Village Board of the Village of Germantown on June 18, 2001, and contains several conditions. Pursuant to condition #6: "The trucking activity will be active only between the hours of 7:00 a.m. and 6:00 p.m." (Continued on another page.)

5 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code.

The proposed conditional use remains as described in CUP#5-01 with one change. (Continued on another page.)

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.

Gehl Foods respectfully submits this application to change condition #6 of CUP#5-01 to read: "The trucking activity will be active only between the hours of 6:00 a.m. and 10:00 p.m." (Continued on another page.)

6 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

That part of Outlot 3 of the Assessor's Plat, located in the SE 1/4 of the NE 1/4 of Section 22, T9N, R20E, Village of Germantown, Washington County, WI, bounded and described as follows:
Commencing at the northeast corner of said Section 22; thence S88°44'35" W, along the north line of said Section 22, 1322.30 feet; thence S01°45'25" E, 1599.40 feet; thence N88°39'35" E, 60.00 feet to the intersection of the east right of way line of Crusader Court and the south right of way line of Williams Drive, said point being the point of beginning of lands to be described: thence continuing N88°39'35" E along said south right of way line, 169.00 feet to the northwest corner of Certified Survey Map No. 1191; thence S05° 00'35" W along the west line of said CSM, 140.86 feet to the southwest corner of said CSM; thence N88° 39'35" E along the south line of said CSM, 359.47 feet to the southeast corner of Parcel 3 of said CSM; thence N11°50'25" W along the east line of said Parcel 3, 142.38 feet to the northeast corner of said parcel 3, said point lying in the south right of way line of Williams Drive; thence N88°39'35" E along said south right of way line, 61.53 feet; thence S11°50'25" E, 232.24 feet; thence N78°09'35" E, 120.00 feet to a point west line of Pleasant Hill Estates a recorded subdivision; thence S11°50'25" E along said west line, 129.44 feet; thence S28°20'20" W along said west line, 351.05 feet to the northwest (Continued on an additional page.)

7 SUPPORTING DOCUMENTATION:

☐ ~~Site Plan and elevations for new construction (can be conceptual)~~

x Photos of existing use ~~and/or proposed use operating elsewhere~~

x Copy of Conditional Use Permit #5-01, granted by the Village Board of the Village of Germantown on June 18, 2001.

x Additional Page(s) for Application

8 READ AND INITIAL THE FOLLOWING:

x I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.

x I will notify the Village if <u>any</u> aspects of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.

x I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

9 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

GEHL FOODS, LLC

By: _____ 9/16/15

Applicant Date

Tim Preuninger, CFO

GEHL FOODS, LLC

By: _____ 9/16/15

Owner Date

Tim Preuninger, CFO

ADDITIONAL PAGE(S) FOR APPLICATION

OF

GEHL FOODS, LLC
(FORMERLY KNOWN AS GEHL FOODS, INC. AND GEHL GUERNSEY FARMS, INC.)

4. DESCRIPTION OF EXISTING OPERATION

(Continued from a previous page.)

The property also has office space attached to the warehouse and indoor storage facility. Attached is a satellite image of the property, entitled "Aerial View of W160 N11736 Crusader Court."

Gehl Foods has approximately 45 employees working at W160 N11736 Crusader Court. The majority of them work the first shift (arriving generally after 5:00 a.m.) and two of them work the second shift (arriving generally after 2:00 p.m.) The majority of these employees do not work on the weekends.

Trucks are only permitted during the hours of 7:00 a.m. and 6:00 p.m. To enforce this restriction, outside deliveries are generally scheduled for loading and unloading between the hours of 8:00 a.m. and 4:00 p.m., and receiving of non-Gehl trucks generally closes after the 4:00 p.m. appointment has been (un)loaded. Some outside deliveries arrive on weekends, but most occur during the week. Gehl Foods has installed a gate that gets closed after most of the employees have left the building, generally by 6:15 p.m. If an employee needs to come or go from the parking lot after that time, (s)he opens the gate with an electronic key and closes the gate after passing through it. Otherwise the gate doesn't get opened again until the following morning at 7:00 a.m. Please see the attached photographs entitled "Entrance and Signage" for pictures of the gate and adjacent signage. These signs say: "ATTENTION TRUCK DRIVERS this Lot Closed Until 7:15 AM Park at Main Plant to the South" and "Drivers Please Do Not Park Here Before 7:15 am Please Park in the South Lot across Hwy. 145 / Fond du Lac Ave."

In addition to these signs, in the vicinity of the facility, the Village has designated certain stretches of Fond du Lac Avenue as "No Parking." Please see the attached photographs and map entitled "No Parking Signs and No Parking Areas on Fond du Lac Avenue".

Approximately 75-100 trucks (un)load at the facility each week, and Gehl Foods attempts to spread out the appointments across the week so that typically 15-20 trucks (un)load at the facility each day. These include approximately 10-15 shuttles each day between the facility and another Gehl Foods' location.

5. DESCRIPTION OF PROPOSED CONDITIONAL USE

(Continued from a previous page.)

Specifically, CUP#5-01 allows for "a warehouse and indoor storage (approximately 108,000 square feet) in accordance with Section 17.30(3)(ff) of the Municipal Code" with some conditions. One of those conditions (condition #6) limits trucking activity, allowing it to be active only between the hours of 7:00 a.m. and 6:00 p.m. The proposal is to amend condition #6 to allow trucking activity to be active only between the hours of 6:00 a.m. and 10:00 p.m.

5. DESCRIPTION OF PROPOSED OPERATION

(Continued from a previous page.)

No new construction or physical alterations will be made.

Gehl Foods needs expanded hours to meet current requirements of customers, to improve efficiency and to reduce costs. Gehl Foods is an exciting, high growth business and one of the largest and most prestigious low-acid aseptic food manufacturing companies in the country. The company produces shelf stable dairy products including nacho cheese sauces, puddings, yogurts, and beverages such as weight loss shakes, yogurt smoothies, and iced lattes. Gehl Foods has its own brands and also partners with global companies to contract manufacture a number of national brands. Gehl Foods serves over 200,000 retailers, foodservice operators, and distributors throughout the US, Canada, and Mexico, operating out of four state-of-the-art facilities with over 800,000 square feet of manufacturing and warehouse space. The organization was founded in the late 1800s and has enjoyed a strong entrepreneurial spirit and long track record of success, culminating to date with the sale of the company in 2015 to an organization unrelated to the Gehl family. Since the issuance of the Village's original Conditional Use Permit over 14 years ago, Gehl Foods has grown its business by more than 160%, and it expects business to grow each year. As a result of this growth, restricted truck hours have been creating congestion at Gehl Foods' Crusader Court location (which are expect to worsen as business increases), preventing ingredients and packaging from flowing into the company's production stream continuously. Gehl Foods has been experiencing downtime, productivity loss and higher costs as a result of restricted truck times. Expanded truck hours would allow Gehl Foods to operate more smoothly, thereby allowing the company to meet the needs of customers, to improve efficiency and to reduce costs.

A continued presence and future growth in Germantown provides a higher property value, resulting in more tax revenue to the Village. Because Gehl Foods has had operations in Germantown since the late 1800s, it submits this application in hopes of finding ways to work with the Village to retain and strengthen the company's presence within Germantown. The company's staffing has grown from 272 in 2011 to approximately 375 permanent employees (plus another 25 employees of staffing firms). Additional flexibility for trucks at Crusader Court would enable the company to continue its growth within its properties and to consider renting, buying or building additional warehouse space in Germantown, instead of areas outside of Chicago, for example. Gehl Foods' new owners do not have ties to Germantown like the Gehl Family had, so any flexibility on the Village's part could go a long way to encourage a continued and strengthened presence in the Village. And as the value of the company's real properties increases here in Germantown, so too do the revenues to the Village, strengthening the Germantown community further.

Changing the restriction on Gehl Foods' trucking hours would be more in line with other businesses in the Village. Gehl Foods is not proposing an amendment or other change to any general law, rule or regulation governing the Village or its residents. As a result, Gehl Foods is not asking that the company be allowed to operate in ways that would violate those laws, rules or regulations. With expanded truck hours, Gehl Foods would at all times remain subject to the municipal code and all other applicable laws, including those relating to noise and vibrations. Gehl Foods respectively requests only that it be allowed to operate within the law, without an overly harsh company-specific restriction on its trucking activities. Other operations within the Village operate without any specific trucking restrictions, and Gehl Foods is simply requesting that the restrictions that have been placed upon it be loosened somewhat.

Changing the restriction on Gehl Foods' trucking hours is expected to have additional advantages for the Village:

Expanded truck hours are expected to diminish the length of time a truck is idling, thereby reducing noise and emissions and ensuring safety. There is an extensive berm along the northern side of the facility's lot, buffering nearby residential properties. Please see the attached photographs entitled "360° Views," pictures K-N. The first picture (K) is of the school, visible from the entrance of the facility looking north, and the subsequent three photographs (L-N) continue that northerly view heading along the berm, toward the facility, along the north-side of the facility's lot. As can be seen from the photographs, on top of the berm are mature plantings and a fence. Together this berm, this fence and these plantings help to buffer residential properties from the activities of the facility. Expanded truck hours will allow trucks to pull into the facility's lot where they are expected to be less visible and be quieter for residents than trucks that might otherwise idle on nearby village streets. In addition, given the current restricted truck hours, trucks can get backed-up in the process of (un)loading. Trucks then line-up and wait their turn, idling their engines while they wait. Please see the attached photographs entitled "Dock Area and Waiting Trucks" for an example of waiting trucks. This idling creates noise and, depending on where

the trucks wait, potentially dangerous conditions, especially if the line were to extend outside of Gehl Foods' entrance. Expanded truck hours are expected to reduce the amount of time trucks have to wait. This shortens the overall length of time a truck is idling here in Germantown, thereby reducing noise and emissions and ensuring safety.

Future growth provides higher employment. Gehl Foods does not expect to immediately add any additional employees at the facility if it were given more flexible truck hours, however as the company expands, it continuously adds employees at both its Main Street and Freistadt locations, both here in Germantown. Having the ability to shuttle materials and products to and from the Crusader facility to these other Gehl Foods' locations allows those locations to operate with fewer interruptions. This more continuous operation could expand production and the company's ability to hire even more employees from the Germantown area.

Higher employment aids in increasing home values, thereby increasing tax revenue to the Village. Currently Gehl Foods employs 132 employees from Washington County and 30 of those live in Germantown. With continued growth here in Germantown and higher employment, Gehl Foods can draw people to the area, thereby increasing the demand for local real estate and increasing property values. Increased property values not only increase tax revenues to the Village for those homes, but also are generally thought to increase a feeling of well-being, thereby encouraging increased spending at local restaurants and other businesses, encouraging investment that increases the property values of those businesses and also inspiring new businesses to locate here.

Future growth provides revenues to local businesses. Gehl Foods currently employs approximately 375 permanent employees and utilizes approximately another 25 employees of staffing firms. These employees, as well as guests of the company, patronize local restaurants, gas stations, convenience stores, pharmacies, hotels and countless other Germantown businesses. This patronage further bolsters the Germantown economy.

Gehl Foods has worked hard to accommodate its neighbors and to be a good corporate citizen and expects to continue to do so if trucking restrictions are changed. Gehl Foods has stepped up its efforts to address the concerns of its neighbors in recent years. From small acts of kindness (like trimming a neighbor's branches or waking truck drivers idling on the street to have them move) to large and expensive projects, Gehl Foods has worked hard to improve relations with its neighbors. Most notably, in 2013, Gehl Foods invested more than $40,000 to successfully mitigate odors in the neighborhood, and in 2015, when a neighbor alerted the company that a child took a short-cut from school through her yard and Gehl Foods' property, Gehl Foods invested over $11,000 to erect a fence to protect neighborhood children. Similarly, Gehl Foods built a new parking lot off of Main Street to reduce street parking and congestion, and Gehl Foods has successfully prevented accidents both on the street and in its lots. Gehl Foods works regularly to address the concerns of its neighbors, and if hours for trucks were to be changed, Gehl Foods expects to continue its efforts to minimize any surrounding impact and to be a good neighbor and corporate citizen.

6. METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

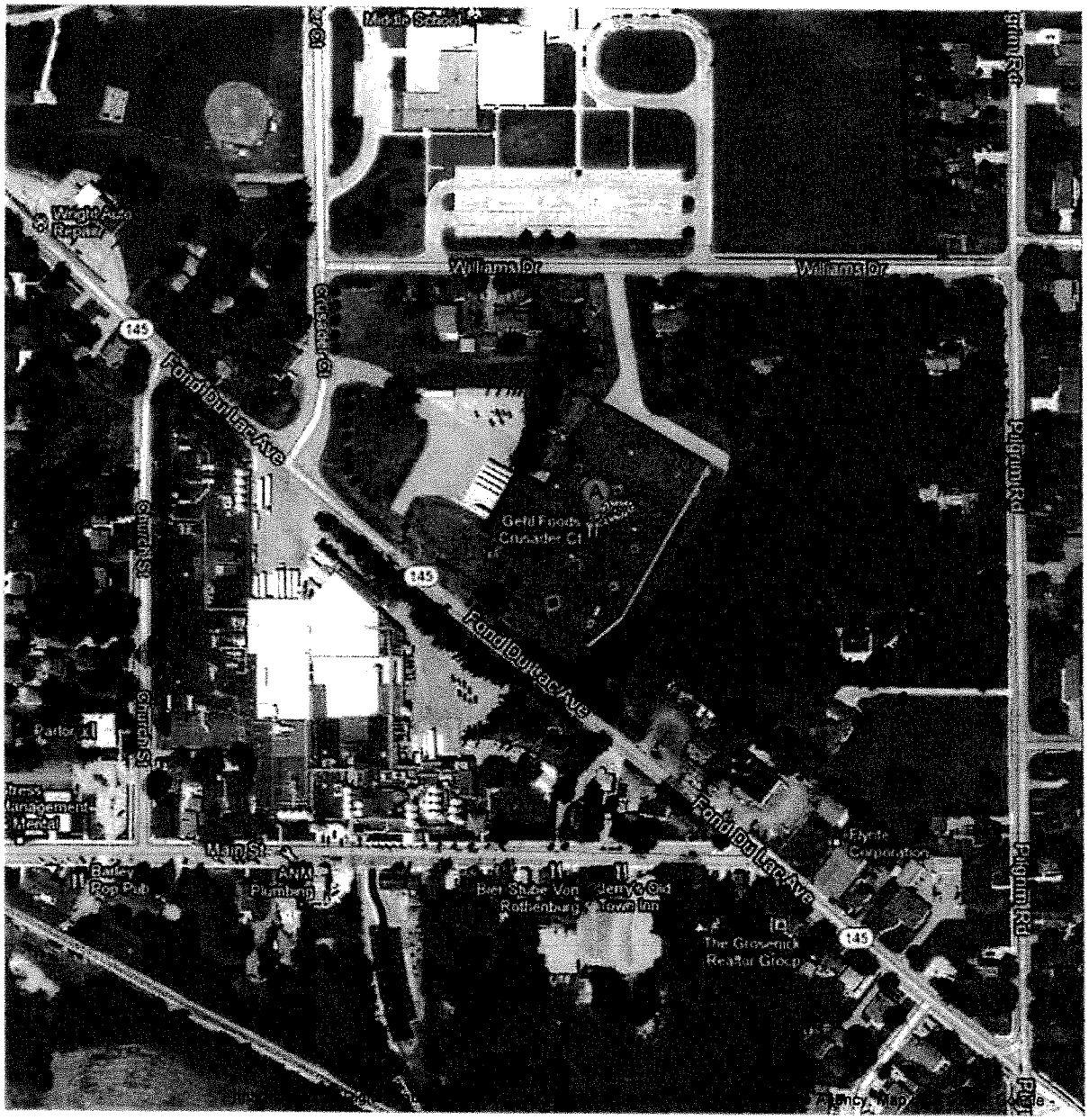
(Continued from a previous.)

corner of Lot 5 of the Assessor's Plat; thence S47°50'20" W along the west line of said Lot 5, 148.84 feet to a point in the northeasterly right of way line of W. Fond du Lac Avenue (STH 145); thence N51°22'16" W along said northwesterly right of way line, 405.63 feet; thence N51°06'16" W along said northwesterly right of way line, 216.92 feet to a point in the east right of way line of Crusader Court; thence N36°01'18" E along said East right of way line, 53.90 feet; thence N01°45'42" W along said East right of way line, 292.54 feet to the point of beginning. Parcel contains 7.419 + /- acres.

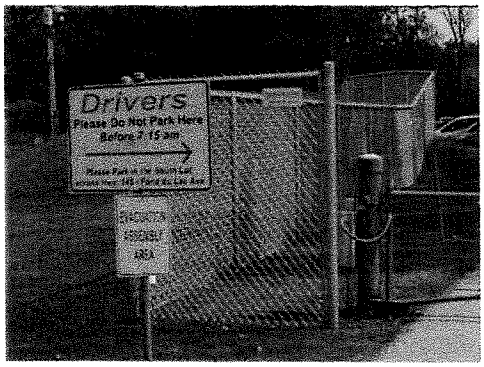
Also described as the northeast corner of Crusader Court and Fond du Lac Avenue (STH 145) Recorded as Warranty Deed Document #667869 on March 17, 1994, and Warranty Deed Document #803529 on November 24, 1998.

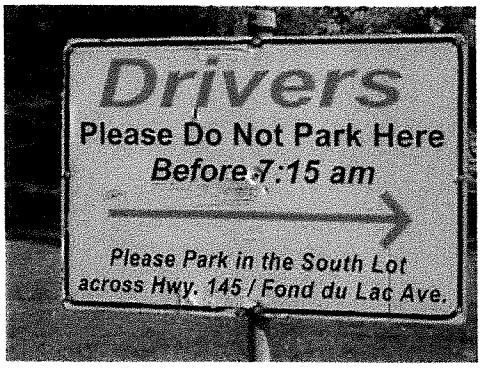
Aerial View of W160 N11736 Crusader Court

Google

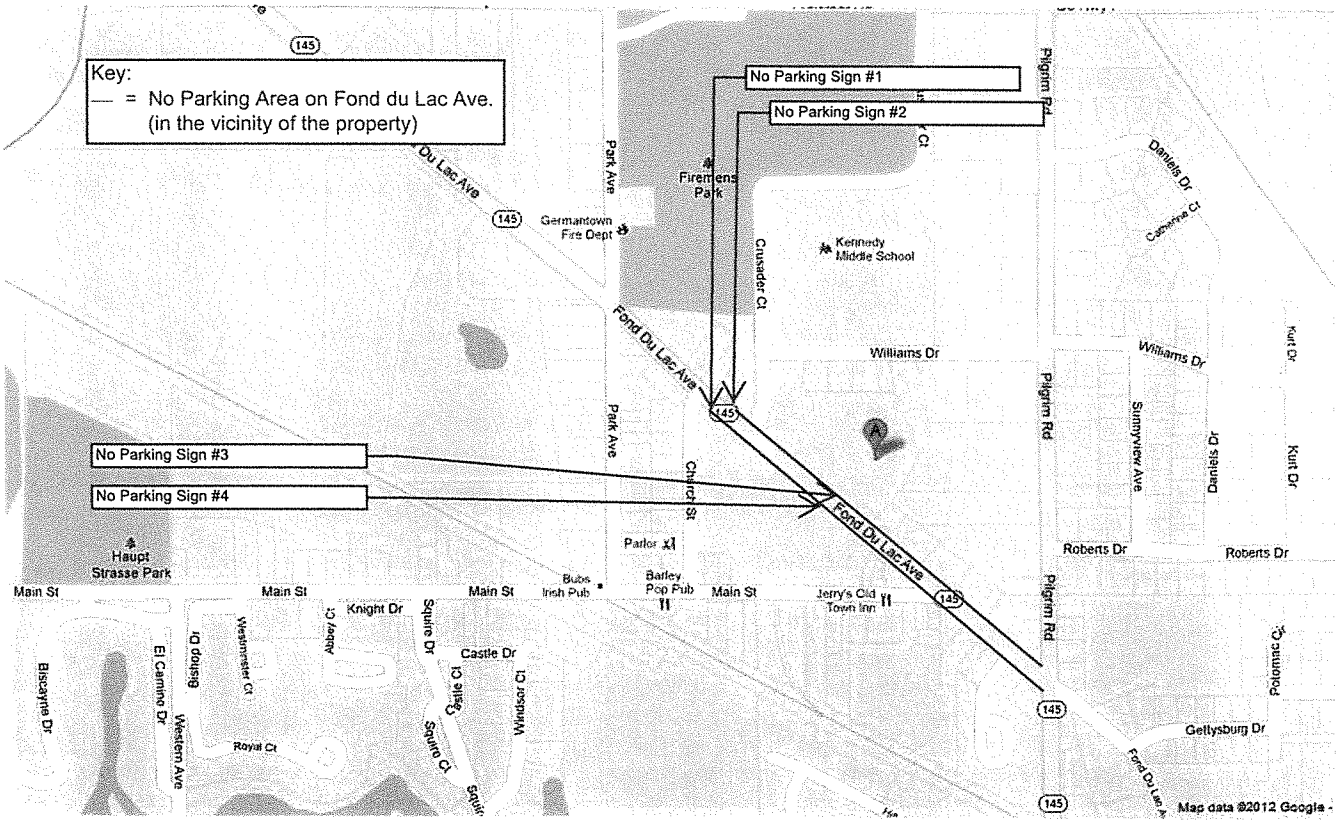


Entrance and Signage





No Parking Signs and No Parking Areas on Fond du Lac Avenue



#1

#3

#2

#4

Dock Area and Waiting Trucks

360° Views

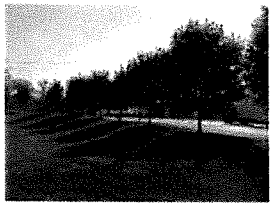
A.

B.

C.

D.

E.


F.

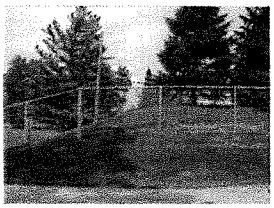
G.

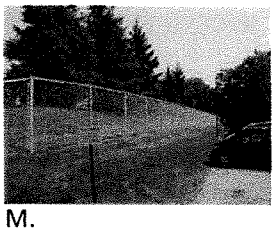
H.

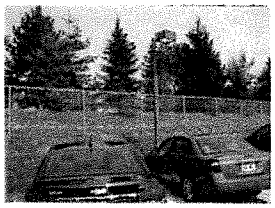
I.

J.

K.

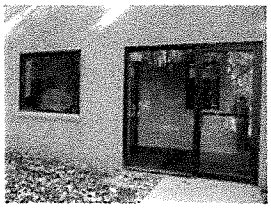

L.


M.


N.

O.

P.


Q.

R.

S.

T.

CUP # Document No 5-01 | CONDI..ONAL USE PERMIT Document Title

DOC#: 894599

ORIGINAL

VILLAGE OF GERMANTOWN
CONDITIONAL USE ZONING PERMIT

Recorded
JULY 24,2001 AT 09:00AM

DOROTHY C. GONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $14.00

COPY

14-3

Whereas, ***GEHL GUERNSEY FARMS INC., applicant***

agrees to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with officials of the Village for the purpose of obtaining this permit.

Now, therefore, this permit is issued to:

Name & Return Address
Village of Germantown
P O Box 337
Germantown WI 53022

GEHL GUERNSEY FARMS INC.

to allow for:

GTNV 211-992, 993 and 994
Parcel Identification Number (PIN)

To allow for a warehouse and indoor storage (approximately 108,000 square feet) in accordance with Section 17.30(3)(ff) of the Municipal Code,

on the following described real estate in the Village of Germantown, Washington County, Wisconsin:

That part of Outlot 3 of the Assessor's Plat, located in the SE 1/4 of the NE 1/4 of Section 22, T9N, R20E, Village of Germantown, Washington County, WI, bounded and described as follows:.

Commencing at the northeast corner of said Section 22; thence S88° 44'35" W, along the north line of said Section 22, 1322.30 feet; thence S01°45'25" E, 1599.40 feet; thence N88°39'35" E, 60.00 feet to the intersection of the east right of way line of Crusader Court and the south right of way line of Williams Drive, said point being the point of beginning of lands to be described: thence continuing N88°39'35" E along said south right of way line, 169.00 feet to the northwest corner of Certified Survey Map No. 1191; thence S05°00'35" W along the west line of said CSM, 140.86 feet to the southwest corner of said CSM; thence N88°39'35" E along the south line of said CSM, 359.47 feet to the southeast corner of Parcel 3 of said CSM; thence N11°50'25" W along the east line of said Parcel 3, 142.38 feet to the northeast corner of said parcel 3, said point lying in the south right of way line of Williams Drive; thence N88°39'35" E along said south right of way line, 61.53 feet; thence S11°50'25" E, 232.24 feet; thence N78°09'35" E, 120.00 feet to a point west line of Pleasant Hill Estates a recorded subdivision; thence S11°50'25" E along said west line, 129.44 feet; thence S28°20'20" W along said west line, 351.05 feet to the northwest corner of Lot 5 of the Assessor's Plat; thence S47°50'20" W along the west line of said Lot 5,

148.84 feet to a point in the northeasterly right of way line of W. Fond du Lac Avenue (STH 145); thence N51°22'16" W along said northwesterly right of way line, 405.63 feet; thence N51°06'16" W along said northwesterly right of way line, 216.92 feet to a point in the east right of way line of Crusader Court; thence N36°01'18" E along said East right of way line, 53.90 feet; thence N01°45'42" W along said East right of way line, 292.54 feet to the point of beginning. Parcel contains 7.419 +/- acres.
Also described as the northeast corner of Crusader Court and Fond du Lac Avenue (S.T.H. 145) Recorded as Warranty Deed Document #667869 on March 17, 1994 and Warranty Deed Document #803529 on November 24, 1998.

pursuant to the following conditions:

1) A certified survey map shall be submitted, combining the separate parcels identified as tax key numbers 221-992, 221-993 and 221-994 into one parcel.
2) A final site plan will contain a mature planting buffer between the building and all residential lot lines. Applicant will be responsible for the maintenance/replacement of the landscaping per the final landscaping plan.
3) Crusader Court shall be redesigned and rebuilt at the applicant's expense with the proper truck turning radius, as approved by the Engineering Department.
4) Per Trans 233, Wis DOT approval is required for the certified survey map and the building location along S.T. H. 145 (currently 55 feet from centerline).
5) Final architectural plans shall include a nice facade along Fond du Lac Avenue, south elevation.
6) The trucking activity will be active only between the hours of 7:00 a.m. and 6:00 p.m.
7) The site shall meet all fire safety concerns of the Village Fire Department including a fire access road around the building an access drive off Williams Drive, which will be maintained by the applicant.
8) A painted cross walk will be placed on Fond du Lac Avenue, along the west side of Park Avenue and on Park Avenue approximately 200 feet north of Fond du Lac Avenue. Flashing yellow light signal and crossing identification signs will be installed north and south of the proposed striped cross walk on Fond du Lac Avenue. A 6 foot wide asphalt path shall be constructed from the service drive in Firemen's Park east to the west property line of Kennedy Middle School, skirting the northern edge of the existing baseball field. (Assignment of costs and responsibility to be set forth in a Development Agreement.)

The provisions of this permit shall be binding upon the owner unless and until amended by the Village of Germantown. Granted by action of the Village Board of the Village of Germantown this 18th day of June and amended the 16th day of July, 2001.

Charles J. Hargan
Village President

ATTEST:

Jane A. Wilms, MMC
Village Clerk

STATE OF WISCONSIN)
)SS
WASHINGTON COUNTY)

Personally came before me this 23rd day of July, 2001, the above named Charles J. Hargan, Village President, and Jane A. Wilms, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Christine M. Micka
Christine M. Micka
My Commission Expires: Sept. 14, 2003

NOTARY PUBLIC CHRISTINE M. MICKA STATE OF WISCONSIN

ACCEPTANCE OF TERMS AND CONDITIONS BY PERMITTEE

I, John P. Gehl, President and I, Michael A Stewart, Vice President (title) representing GEHL GUERNSEY FARMS INC. do hereby accept the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

GEHL GUERNSEY FARMS INC.

BY: John P. Gehl
Print name of officer signing below
John P. Gehl
Title: President

BY: Michael A Stewart
Print name of officer signing below
MICHAEL A STEWART
Title: VICE-PRESIDENT

STATE OF WISCONSIN)
)SS
WASHINGTON COUNTY)

Personally came before me this 23 day of July, 2001, the above named John P. Gehl, (title) President and MICHAEL A STEWART, (Title) VICE-PRESIDENT to me known to be the person(s) who executed the foregoing instrument and acknowledged the same, as officers of Gehl Guernsey Farms, Inc.

Notary Public, State of Wisconsin
My Commission Expires: June 12, 2005
Charlene Schoenecker

CARLENE SCHOENECKER NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Jane A. Wilms, MMC; Village Clerk