

MINUTES OF THE JOINT MEETING OF THE BUSINESS PARK NORTH COMMITTEE AND PLANNING COMMISSION

Tuesday, November 1, 2011 – 5:30 P.M.

Council Chamber, Public Safety Building, 321 S. Fourth Street, Stoughton, WI.

Present:

Business Park North Committee: Ross Scovotti, Carl Chenoweth, Dave Phillips, and Rodney Scheel;

Planning Commission: Mayor Donna Olson, Chair; Ron Christianson, Scott Truehl; and Rollie Odland.

Absent and Excused: Dave McKichan; Eric Hohol; Keith Comstock, Chair; Randy McLaury, Vice-Chair; Laurie Sullivan, and Todd Krcma

Guests: Eric Drazkowski of Excel Engineering and Mr. Schultz of Vogel Brothers

Press:

Staff:

1. **Call to Order:** Comstock called the meeting to order at 5:30 p.m. by Scheel who facilitated the meeting.
2. **Consider approval of the Business Park North Committee meeting minutes of October 6, 2011.** Motion by **Scovotti** to approve the minutes of October 6, 2011 as presented, 2nd by **Chenoweth**. Motion carried unanimously.
3. **Gary Gundlach requests approval of a warehouse addition at 461 Business Park Circle.**
Scheel gave a brief overview of the request. Eric Drazkowski of Excel Engineering gave a more detailed presentation of the project. The building will use the same colors and patterns and no additional asphalt or parking will be provided. It is used as a private warehouse. The building will now be sprinklered requiring a new water service to the building. He indicated that they are 10 points over on the site landscaping but short 10 points for the foundational landscaping. He presented that this landscaping plan provides a better approach for this site. There was no disagreement. They intend to start construction in about 2 weeks with occupancy expected in January.

Motion by **Phillips** to approve the warehouse addition for Gary Gundlach at 461 Business Park Circle, contingent on the staff letter dated October 21, 2011, 2nd by **Truehl**. Motion carried unanimously.
4. **Future Agenda Items.**
None discussed.
5. **Adjournment:** Motion by **Scovotti** to adjourn at 5:45 pm, 2nd by **Chenoweth**. Motion carried unanimously.

Respectfully submitted,
Rodney Scheel

**City of Stoughton Procedural Checklist for Site Plan Review and Approval
Final Application Packet Index**

a. II. Application Submittal Packet Requirements for Applicants Use :

II. (a) Written Description
Nelson Global Products' Letter

b. Location Map:

c. Site Plan:

Topographic and Boundary Survey
C1.0: Site Plan
C3.0: Utility Plan
C4.0: Details
Site Lighting Plan

d. Landscape Plan:

L1.0: Landscape Plan
L2.0: Landscape Details, Notes and Specifications
L3.0: Tree Transplant & Protection Plan
L4.0: Tree Transplant & Protection Plan

e. Grading and Erosion Control Plan:

C2.0: Grading and Erosion Control Plan

f. Building Elevations:

A201: Building Elevations
Exterior Building Perspectives

Nelson Global Products – New Building
City of Stoughton Procedural Checklist for Site Plan Review and Approval
Final Application Packet
4.27.2012

II Application Submittal Packet Requirements for Applicants Use

(a) A written description of the intended use describing in reasonable detail

Nelson Global Products, Inc. is proposing a new building at 1560 Williams Drive, Outlot 2 in the Stoughton Business Park North in Stoughton, Wisconsin.

1. The existing property at 1560 Williams Drive is zoned PI - Planned Industrial.
2. The City of Stoughton Comprehensive Plan, Planned Land Use map designates this property as General Industrial. The current land use of the property is an Arboretum.
3. The proposed land use will be Professional Office/Light Industrial.
4. The projected number of employees for 2016 is 162 employees. The number of projected daily customers is 1-6 per day. The parking requirement for Light Industrial land use is one space for each employee on the largest work shift. The attached letter from Nelson Global Products is in reference to the number of employees on the largest work shift for initial occupancy in December 2012 and projected occupancy for 2016.
5. The proposed site information is as follows:
 - Gross floor area = 24,525 square feet current + 13,184 square feet proposed future
 - Impervious surface area (Full build out proposed) = 103,193 square feet
 - Impervious surface area ratio (Full build out proposed) = .60
 - Landscape surface area (Full build out proposed) = 68,208 square feet
 - Landscape surface area ratio (Full build out proposed) = .40
 - Floor area ratio (FAR max. = 1) (Full build out proposed) = .22
6. Operational Considerations:
 - The normal hours of operation will be from 7:30 am to 5:00 pm Monday thru Friday.
 - Projected normal and peak water usage = 3 GPM normal, 9 GPM peak
 - Sanitary Sewer loading = 100 lbs per day of waste plus waste water.
 - Traffic generation – besides the employees and visitors noted in #4 above there would be the occasional deliveries for basic office supplies and occasional customer service product returns. These deliveries would be by cube vans or UPS size trucks.
7. Operational Considerations relation to potential nuisance creation:
 - Street access
 - Traffic visibility
 - Parking
 - Loading
 - Exterior storage
 - Exterior lighting
 - Vibration
 - Noise
 - Air pollution
 - Odor

- Electromagnetic radiation
- Glare and heat
- Fire and explosion
- Toxic or noxious materials
- Waste materials
- Drainage
- Hazardous materials

The proposed development shall comply with all requirements of Article VII.

8. The exterior building materials will consist of face brick, horizontal architectural metal panel with concealed fasteners on the main building (horizontal architectural metal panels with exposed fasteners on the rooftop mechanical equipment screens), terra cotta panels, clear anodized aluminum window and doorframe and light grey tint glass. The trash enclosure will have face brick on the north and west sides with horizontal architectural metal panels with exposed fasteners on the south and west sides.
9. There are two areas of possible future expansion. The west wing along Williams Drive has the potential for expansion to the south as shown on the Site plan. The east wing along Business Park Circle has the potential for expansion to the east as shown on the Site plan. Future parking for 18 cars is shown the proposed two future expansions on the east end of the site. The proposed eastern expansion is for lab type space and existing staff would use this space.
10. The storm water detention area has been sized for the future expansion and future parking that is shown on the site plan. The other site information requirements (Gross floor area, Impervious surface area, Impervious surface area ratio, Landscape surface area, Landscape surface area ratio) and Floor area ratio has been calculated to include the estimated future growth as shown on the drawings.

Nelson Global Products, Inc.
1801 US Hwy 51 – 138
P.O. Box 511
Stoughton, WI 53589-0511



Gene Post
Potter Lawson Architects

Dear Gene,

In response to your requirement for submittal to the City of Stoughton, Nelson Global Products will have 138 employees occupying the facility on 12/20/2012 the hours of 7:30 am – 5 pm M-F.

Projected occupancy growth will be at 162 by 2016. Customer and other visitors is estimated at 1- 6 per day during the same hours of operation.

Sincerely,

Todd Kane
Facility Leader
Nelson Global Products





Zoning Map

- City of Stoughton Boundary
- Town Boundary
- Parcel Lines
- Surface Water
- Right of Way
- Railroad

Base Zoning Districts

- ER-1 - Exurban Residential
- SR-3 - Single-Family Residential
- SR-4 - Single-Family Residential
- SR-5 - Single-Family Residential
- SR-6 - Single-Family Residential
- TR-6 - Two-Family Residential
- MR-10 - Multi-Family Residential
- MR-24 - Multi-Family Residential
- NO - Neighborhood Office
- PO - Planned Office
- NB - Neighborhood Business
- PB - Planned Business
- CB - Central Business
- PD - Planned Development
- PI - Planned Industrial
- GI - General Industrial
- HI - Heavy Industrial
- I - Institutional
- I - Institutional (Park)
- RH - Rural Holding

Nelson Global
Products Site

Adopted: December 22, 2009
Source: Dane County UO

0 500 1,000 2,000
Feet



Consultants:

Notes:

BUILDING ELEVATION DETAILS LEGEND:

- 1 UTILITY BRICK VENEER
- 2 METAL PANEL, TYPE I (CORRUGATED CONCEALED FASTENER)
- 3 METAL PANEL, TYPE II (MONOLITHIC CONCEALED FASTENER)
- 4 TERRAZZOTA PANEL
- 5 ROOF EDGE FASION
- 6 ALUMINUM FRAMED STOREFRONT
- 7 ALUMINUM FRAMED CURTAINWALL
- 8 SPANDREL GLASS
- 9 BRONZE BY OTHERS

- ◇ IGU MARK A - VISION GLASS
- ◇ IGU MARK B - VISION GLASS, FULLY TEMPERED
- ◇ IGU MARK C - SPANDREL GLASS

GENERAL NOTES

1. X

REFERENCE ONLY

04/27/12 DOCUMENT PACKAGE #1
04/13/12 SITE PLAN REVIEW - INITIAL DRAFT
Date Issuance/Revisions Symbol

Nelson Global Products, Inc
New Office Building

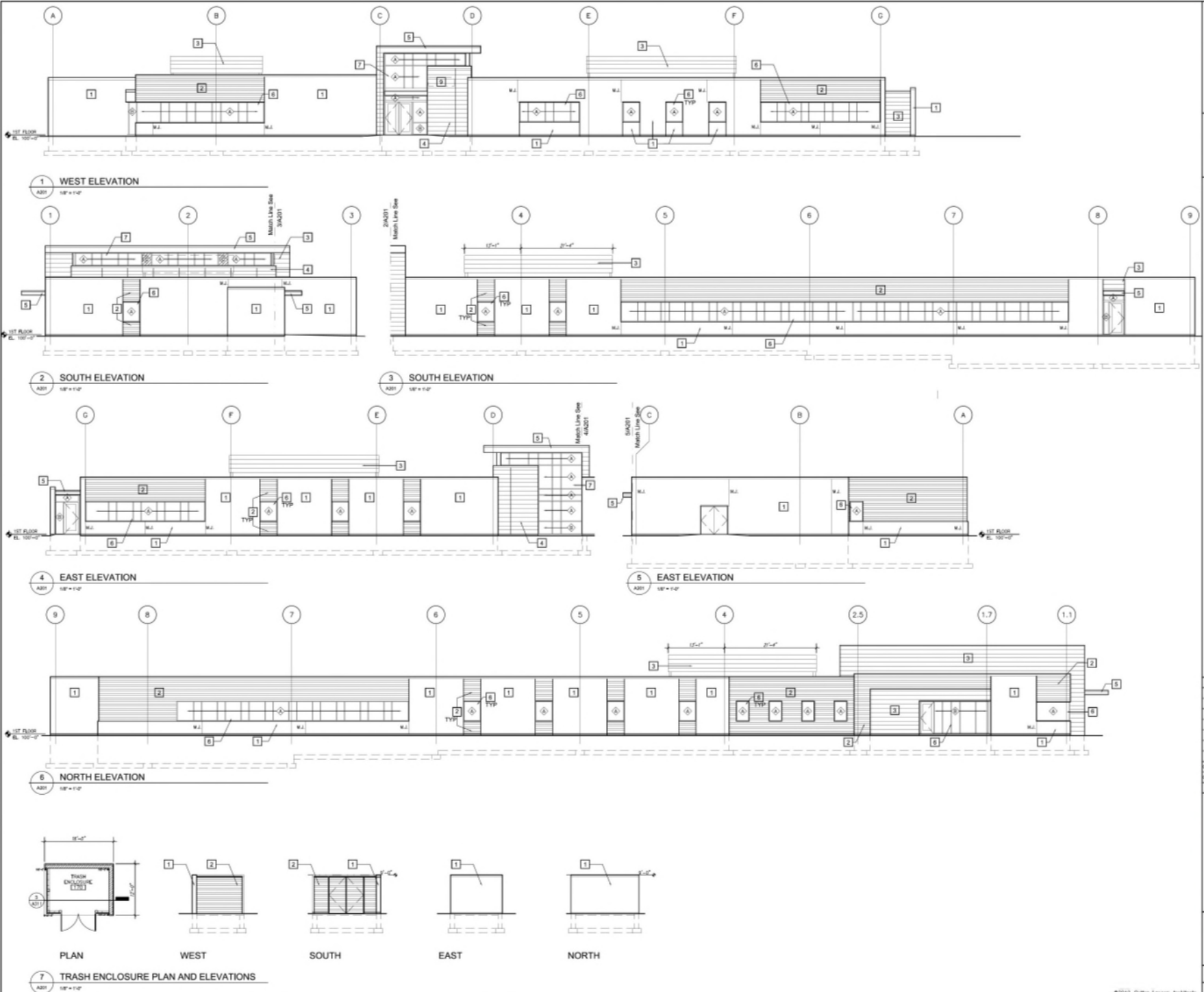


1500 WILLIAMS DRIVE
STOUGHTON, WISCONSIN

Building Elevations

TP Project Number
2011.21.00
Drawn By

A201







CITY OF STOUGHTON
DEPARTMENT OF PLANNING & DEVELOPMENT
381 East Main Street, Stoughton, WI. 53589
www.cityofstoughton.com/planning

RODNEY J. SCHEEL
DIRECTOR
(608) 873-6619
fax: (608) 873-5519

May 1, 2012

Potter Lawson
Gene Post
15 Ellis Potter Court
Madison, WI. 53744-4964

Dear Mr. Post:

I have completed a review of the proposed building site plan for Nelson Global Products, 1560 Williams Drive, Outlot 2 Business Park North - Plan submitted 4/27/12. As noted, additional information may be required to be provided or shown on the plan.

Zoning Code Requirements:

1. The property at 1560 Williams Drive is zoned PI – Planned Industrial. **Light industrial and office uses, except for loading and unloading are allowable principal land uses. This use is proposed to be conducted entirely within the confines of a building.**
2. The Comprehensive Plan, planned land use map designates this property as General Industrial. **The City is in the process of amending the Comprehensive Plan to match the zoning and proposed use.**
3. The parking requirement for a Light Industrial land use is one space for each employee on the largest work shift. There are 165 parking spaces proposed. **We have been informed there will be 138 employees on the largest work shift.**
4. There is a limit on the maximum number of required parking spaces. No site plan may be approved, for a non-residential use, which contains more than 120 percent of the development's minimum number of required parking spaces, except as granted through a conditional use permit. **The maximum number of parking stalls allowed is 166 while 165 stalls are proposed.**
5. All off-street parking and traffic circulation areas shall be paved with a hard, all-weather surface and completed prior to building occupancy. All parking spaces shall be clearly marked to indicate required spaces. **This is expected.**
6. Handicap parking spaces shall be installed at a size, number, location, and with signage as specified by state and federal regulations. **This is expected.**
7. Except for handicap parking stalls, the minimum parking stall length shall be 18 feet with a minimum width of 9 feet. **The plan meets this requirement.**
8. The parking aisle width for 90 degree parking shall be a minimum of 24 feet. **The plan meets this requirement.**
9. **The proposed building meets the setback and height requirements of the Planned Industrial district.**
10. The minimum landscape surface ratio (LSR) is 25%. **The plan meets this requirement.**
11. The maximum floor area ratio is 1. **This is calculated by dividing the total floor area of all buildings by the gross site area. The plan meets this requirement.**

12. All curb openings for access drives shall have a maximum width of 30 feet for non-residential uses, as measured at the right-of-way line. Access drives may be flared between the right-of-way line and the roadway up to a maximum of five additional feet and may be exceeded with explicit Plan Commission approval. **The proposed plan scales at a width of 24 feet at the right-of-way line and a width of 35 feet at the curb at both entrances. This requirement has been met.**
13. Per section 78-704 (13) (a), bicycle parking is required equal to 5% of the automobile parking space requirement. **Seven bicycle parking spaces are required while nine are delineated on the plan.**
14. Off-street loading stall requirements per section 78-705. **If deliveries or shipments are anticipated, an off-street loading stall will need to be shown. This requirement has been met.**
15. Architectural and design elements shall be compatible with the surrounding area and community standards and shall minimize user specific elements as determined by the plan commission. Metal panels with exposed exterior fasteners of the same color may be used on a maximum of 50 percent of the front side of the building. This material is not allowed within 50 feet of any customer or visitor entrance. **This will be determined by the Planning Commission.**
16. A landscaping plan which meets the requirements of Article VI must be provided. This article requires 368 landscaping points for the building foundation; 495 landscaping points are required for paved areas; 339 landscaping points are required for street frontages and 250 landscaping points are required for developed lots.
 - **The future building expansions will be reviewed for foundation landscaping when expansion is proposed.**
 - **The parking, loading and circulation areas require a continuous visual screen from public rights-of-way at a minimum height of 40 inches. This requirement appears to have been met.**
 - **The paved area landscaping requires 30% of points to be climax trees. This requirement has been met.**
 - **According to Stoughton Utilities, they have an easement 15 feet from the water main along Williams Drive. Landscaping may be placed within the 12-foot western easement with the knowledge that other utility companies are allowed access to it.**
17. The easement agreement (Exhibit B) requires an evergreen hedge between four feet and six feet in height be planted and maintained along the easterly edge of any parking lot or paved area. **The plan meets this agreement.**
18. Section 78-707, Exterior lighting standards, requires a maximum average on-site lighting of 2.4 footcandles. The maximum lighting as measured at the property line is 0.5 footcandles. **The maximum fixture height shall be 25 feet from grade. The minimum lighting standard for parking areas used after sunset shall be 0.2 foot-candles. The photometrics provided meet these requirements. We will need to be mindful of the Town residential properties that are in close proximity to this property.**
19. **A gated trash enclosure with 6-foot fencing is delineated on the plan for the handling of waste.**
20. A stormwater management and erosion control plan, application and fees are required. Dane County Land Conservation, the City's consultant, will review the plan and perform inspections. **The plan, application and fee have been submitted to the Department of Planning & Development office at City Hall.**
21. Proposed utilities-including electrical transformers and HVAC locations shall be shown on the plan. **The transformer pad must be installed to meet utility requirements and electrical**

codes related to distances from a building. A street opening permit will be necessary for work in the street right-of-way.

22. Sidewalk and curb improvements have been delineated on the plan. Sidewalk must be a minimum of 6" through the driveways and 4" elsewhere.
23. The Business Park North sign is delineated on the site plan. The City is working through easement language to allow City staff access for maintenance.
24. Any proposed signage will require a detailed plan and permit prior to installation. Advertising is not allowed on flags.
25. State of Wisconsin approved building plans will be necessary prior to issuance of a building permit but are not necessary to begin the City review process.

Business Park Covenants:

The following items are contained in the Business Park Covenants and will need to be addressed as noted:

1. Plan Submittal
 - a. Name and mailing address of developer/owner. **Provided.**
 - b. Utilities and utility right of way easements. **These are delineated on the plan. Elevation alterations of 6-inches or more within any easement need to be approved by Stoughton Utilities. N/A**
 - c. Exterior signs. **This will need to be provided when proposed.**
 - d. Exterior Lighting. **A photometric plan has been provided.**
 - e. Clearing, grading, and drainage plan showing proposed clearing limits, existing and proposed contours at two foot intervals. **A grading plan has been provided.**
 - f. Site statistics, including site square footage, percent of site coverage's and percent of park or open space. **This has been provided.**
 - g. All exterior materials and colors, including manufacturer's name and catalogue numbers or samples of the same. **A color rendering has been provided.**
 - h. Location and dimensions of all proposed outdoor storage areas, and the location and dimensions of all fencing and screening. **No outdoor storage or fencing is proposed.**
2. Development Standards
 - a. "The front façade and street-side facades shall be brick, stone, architectural concrete panels, architectural metal, architectural wood and/or glass. Unfaced concrete block, structural concrete, prefabricated metal siding, and the like are discouraged from such façade areas. The use of these materials elsewhere shall only be in a manner approved by the Committee. Special consideration shall be exercised for structures on a corner lot." **The description of materials will meet this requirement.**
 - b. "All electrical and air conditioning structures, including towers and air handling units, regardless of location and whether on the roof or otherwise, shall be concealed by landscaping or by decorative screening materials which form an integral part of the design." **If applicable, these will need to be delineated on the plan.**
 - c. All areas intended to be utilized for parking space and driveways shall be surfaced with bituminous asphalt or concrete." **Expected to be paved as proposed.**

- d. “All parking stalls shall be marked with painted lines not less than 4” wide.” **Expected.**
 - e. “No parking areas will be permitted within the building set back lines with the following two exceptions:
 - 1. Office employee and visitor parking may be permitted within the front yard setback lines subject to approval of the Committee. **There is parking proposed in the front setback along Williams Drive which will need to be approved as part of this process.**
 - 2. Lots bounded by more than one road may have parking areas within the building set back lines along roads other than the one on which the building fronts subject to approval by the Committee.” **The proposed parking along Williams Drive will need to be approved as part of this process.**
 - f. “A scale drawing of any sign, trademark or advertising device to be used on any lot or the exterior of any building or structure will be submitted to the Committee in triplicate or the written approval by the Committee.” **Required.**
 - g. “The front yard setback area shall be landscaped with an effective combination of trees, ground cover and shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner. The entire area between the curb and a point 10 feet in back of the front property line shall be landscaped, except for any access driveway in said area. Notwithstanding the above, the entire area between the right-of-way and the building setback line shall be densely landscaped with a combination of effective visual screening on all use areas.” **Historically, the requirements of the zoning code have been sufficient to meet this requirement for Business Park North development.**
 - h. “Areas used for parking shall be landscaped and/or fenced in such a manner as to interrupt or screen said areas from view of access streets, freeways, and adjacent properties. Plant materials used for this purpose shall consist of lineal or grouped masses of shrubs and/or trees.” **Historically, the requirements of the zoning code have been sufficient to meet this requirement for Business Park North development.**
 - i. “All outdoor storage shall be visually screened from access streets and adjacent property.” **Outdoor storage is not allowed unless reviewed and approved as part of this process.**
 - j. “Outdoor storage shall be meant to include parking of all company owned and operated vehicles, with the exception of passenger vehicles.” **Outdoor storage may need to be considered, if company vehicles are left on-site.**
 - k. “All outdoor refuse collection areas shall be visually screened from access streets and adjacent property by a complete opaque screen.” **A trash enclosure is shown.**
 - l. “Architectural Review.” **The Business Park North Committee will take into account the appearance of all buildings, and parking areas.**
2. Any other information considered pertinent by the Committee.

If you have any questions, please contact me at 608-646-0421

Sincerely,
City of Stoughton

Michael P. Stacey

Michael P. Stacey
Zoning Administrator/Assistant Planner

**AGREEMENT RELATING TO
TERMINATION AND RELEASE OF RESTRICTIVE COVENANTS**

RECITALS

- A. Trantow Properties, LLC ("Trantow"), is the owner of Lots 1 and 2, Certified Survey Map No. 13161, recorded with the Dane County Register of Deeds on September 9, 2011, in Volume 84, page 259 and 260, as Document No. 4790173 (the "Trantow Property").
- B. The City of Stoughton (the "City") is the owner of Outlots One (1) and Two (2), Stoughton Business Park North, in the City of Stoughton, Dane County, Wisconsin (the "Outlot Property").
- C. A Declaration of Restrictions (the "Declaration of Restrictions") was recorded with the Dane County Register of Deeds, as Document No. 2984403, on June 23, 1998, relating to the Outlot Property.
- D. The City has requested Trantow to execute a Termination and Release of Restrictive Covenants in the form attached as Exhibit A.
- E. Trantow is willing to execute the Termination and Release, in exchange for the City entering into this Agreement.

AGREEMENT

- 1. If the City sells Outlot Two (2), Stoughton Business Park North, in the City of Stoughton, Dane County, Wisconsin ("Outlot 2"), the City shall require the purchaser of Outlot 2 to execute an Agreement and Easement in the form attached as Exhibit B to this Agreement, and shall enforce the Agreement and Easement.
- 2. Upon execution of this Agreement, Trantow shall execute and deliver to the City the Termination and Release of Restrictive Covenants in the form attached as Exhibit A, executed by a person authorized to sign by Trantow, along with satisfactory evidence of such authority to sign, and, if requested by the City, executed by any party having a lien against the Trantow Property.
- 3. This Agreement may not be modified or terminated except by the written agreement of the City and the then current owner of the Trantow Property.

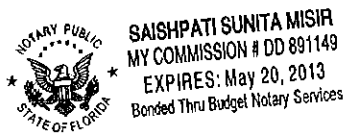
TRANTOW PROPERTIES, LLC

By: Daniel Harkins
Print Name: Daniel Harkins
[Member] [Manager] (circle one)

MM STATE OF WISCONSIN Florida
MM COUNTY OF ~~DANE~~ Charlotte

Personally came before me this 21st day of March, 2012, the
above-named Daniel Harkins, to me known to be the person who
executed the foregoing instrument and acknowledged the same. Produce FL Driver license
as ID: ID # H625 170 50 0490

MM Saishpati S. Misir
Notary Public, State of ~~Wisconsin~~ Florida
Please Print Saishpati S. Misir
My Commission: 5/20/2013



CITY OF STOUGHTON

By Donna Olson
Donna Olson, Mayor

ATTEST:

Nick Probst
Nick Probst, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 29 day of March, 2012, the above-named Donna Olson and Nick Probst to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Maria P. Hougan
Notary Public, State of Wisconsin
Please Print Maria Hougan
My Commission: 8-3-2014

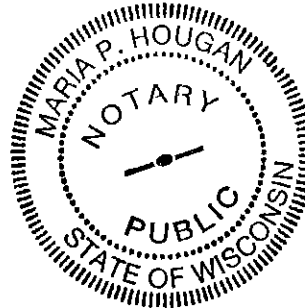


Exhibit A – Termination and Release
Exhibit B – Easement Agreement and Declaration

EXHIBIT A

TERMINATION AND RELEASE OF RESTRICTIVE COVENANTS

This Termination and Release of Restrictive Covenants is entered into by and between the City of Stoughton, Dane County, Wisconsin (the "City") and the owners of the lands described in Exhibit A (the "Owners").

RECITALS

- A. A Declaration of Restrictions (the "Declaration of Restrictions") was recorded with the Dane County Register of Deeds, as Document No. 2984403, on June 23, 1998, relating to the following described property (the "Property"):

Outlots One (1) and Two (2), Stoughton Business Park North,
in the City of Stoughton, Dane County, Wisconsin.

- B. Pursuant to section 2 of the Declaration of Restrictions, the Declaration of Restrictions may be terminated by the agreement of the City and the Owners.
- C. The City of Stoughton and the Owners now wish to terminate the Declaration of Restrictions.

TERMINATION AND RELEASE OF DECLARATION OF RESTRICTIONS

1. **Termination and Release.** The City of Stoughton and the undersigned Owners hereby terminate the Declaration of Restrictions. The undersigned Owners hereby release any right, title, and interest that they may have in the Declaration of Restrictions.

2. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

FILED:

See Exhibit B

3. **Authorization.** The undersigned persons warrant and represent that they are duly authorized and have been fully empowered to execute this Termination and Release of Declaration of Restrictions on behalf of the City and the respective Owners.

IN WITNESS WHEREOF, the undersigned have signed this Termination and Release of Declaration of Restrictions.

OWNER:

OUTLOTS 1 AND 2 AND LOT 14
STOUGHTON BUSINESS PARK NORTH

CITY OF STOUGHTON

By _____
Donna Olson, Mayor

ATTEST:

Nick Probst, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2012, the above-named _____ and _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Please Print _____

My Commission: _____

TRANTOW PROPERTIES, LLC

By: _____

Print Name: _____

[Member] [Manager] (circle one)

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2012, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Please Print _____

My Commission: _____

EXHIBIT B

EASEMENT AGREEMENT AND DECLARATION

EASEMENT, CONDITIONS, COVENANTS, AND RESTRICTIONS FOR CONSTRUCTION AND MAINTENANCE OF STORMWATER MANAGEMENT MEASURES AND LANDSCAPING

RECITALS

- A. _____ is the owner ("Owner") of Outlot 2, Stoughton Business Park North, in the City of Stoughton, Dane County, Wisconsin. Outlot 2 is referred to herein as the "Property."
- B. The Owner has purchased the Property from the City, and desires to construct a building and parking facilities on the Property in accordance with City of Stoughton zoning and stormwater management regulations. The City's conveyance of the Property to the Owner was conditioned upon Owner entering this Easement Agreement and Declaration.
- C. The Owner shall record this Declaration regarding maintenance of stormwater management measures and landscaping to be located on the Property. Owner agrees to maintain the stormwater management measures and landscaping and grant to the City the rights set forth below.

NOW, THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

- 1. The easterly 70 feet of the Property shall be used only for stormwater management and landscaping. The Owner shall apply for and obtain approval of a site plan, landscaping plan and stormwater management plan in accordance with the City of Stoughton zoning and stormwater management regulations.
- 2. Any stormwater management basin area or areas within the easterly 70 feet of the Property shall be planted with vegetation that is appropriate for stormwater management facilities. Stormwater management basins within the easterly 70 feet of the Property shall be maintained with suitable grasses or wetland vegetation, except that stone rip-rap or concrete may be used at one or both endwalls, consistent with good engineering practices, if vegetative alternatives are not feasible.

3. Within the easterly 70 feet of the Property, areas outside stormwater management basins shall be planted with turf grasses, shrubs and trees, and maintained and mowed in an attractive manner. The Property is currently planted with crabapple trees. Trees shall be planted within the easterly 70 feet, outside the boundaries of stormwater management basins, at a density of one tree per 400 square feet, or no more than 25 feet apart, whichever is a higher density of trees. An evergreen hedge, between four feet and six feet in height, at a density sufficient to provide an effective visual screen, shall be planted and maintained along the easterly edge of any parking lot or paved area on the Property, and shall be trimmed in a neat and orderly manner.

4. The above described stormwater management measures and landscaping shall be constructed and installed not later than May 30, 2013.

5. No fences, walls or buildings of any type shall be constructed or installed within the easterly 70 feet of the Property.

6. The Owner and its successors and assigns shall be responsible to repair and maintain the stormwater management measures and landscaping located on the Property in good condition and in working order, and such that the stormwater management measures comply with approved plans. The easterly 70 feet of the Property shall be kept free of trash and debris, and grass shall be maintained at a height not to exceed six inches. Said maintenance and repair shall be at the Owner's sole cost and expense. The Owner shall conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements.

7. If the Owner fails to maintain or repair the stormwater management measures or landscaping as required in this Easement Agreement and Declaration, then the City shall have the right, after providing the then-current owner with written notice of the maintenance issue (Maintenance Notice) and thirty (30) days to comply with the City's maintenance Notice, to enter the easterly 70 feet of the Property in order to conduct the maintenance or repair specified in the Maintenance Notice. The City shall conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with the Owner's use of the Property. All costs and expenses incurred by the City in conducting such maintenance or repair may be charged to the Owner of the Property by placing the amount on the tax roll for the Property as a special assessment in accordance with all applicable laws.

8. The term of this Agreement shall commence on the date that this Agreement is executed, and shall continue unless modified or terminated by the written agreement of the then current owners of Lots 1 and 2, Certified Survey Map No. 13161 and the Property.

9. Miscellaneous.

- (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner:

If to City:

City of Stoughton
381 East Main Street
Stoughton, WI 53589

Any party may change its address for the receipt of written notice to the other.

- (b) This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by the City and all of the then-owners of the Property.
- (d) All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
_____ day of _____ 20____.

OWNER:

By: _____
(Signature *using black ink*)

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 20____, the
above-named _____, to me known to be the person who executed the
foregoing instrument and acknowledged the same.

Notary Public, Dane County, Wisconsin
My Commission: _____

CITY OF STOUGHTON
Dane County, Wisconsin

By: _____
Donna Olson, Mayor

ATTEST:

Nick Probst, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 20____, the
above-named Donna Olson and Nick Probst, to me known to be the Mayor and City
Clerk, respectively, of the City of Stoughton, who executed the foregoing instrument and
acknowledged the same.

Notary Public, Dane County, Wisconsin
My Commission: _____

Drafted by:
Matthew P. Dregne, City Attorney
Stafford Rosenbaum LLP
222 West Washington Ave, Suite 900
Madison, WI 53701-1784
608/259-2618

TERMINATION AND RELEASE OF RESTRICTIVE COVENANTS

This Termination and Release of Restrictive Covenants is entered into by and between the City of Stoughton, Dane County, Wisconsin (the "City") and the owners of the lands described in Exhibit A (the "Owners").

RECITALS

- A. A Declaration of Restrictions (the "Declaration of Restrictions") was recorded with the Dane County Register of Deeds, as Document No. 2984403, on June 6, 1998, relating to the following described property (the "Property"):

Outlots One (1) and Two (2), Stoughton Business Park North,
in the City of Stoughton, Dane County, Wisconsin.

- B. Pursuant to section 2 of the Declaration of Restrictions, the Declaration of Restrictions may be terminated by the agreement of the City and the Owners.
- C. The City of Stoughton and the Owners now wish to terminate the Declaration of Restrictions.

TERMINATION AND RELEASE OF DECLARATION OF RESTRICTIONS

1. **Termination and Release.** The City of Stoughton and the undersigned Owners hereby terminate the Declaration of Restrictions. The undersigned Owners hereby release any right, title, and interest that they may have in the Declaration of Restrictions.

2. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

P.L.N.-

See Exhibit B

3. **Authorization.** The undersigned persons warrant and represent that they are duly authorized and have been fully empowered to execute this Termination and Release of Declaration of Restrictions on behalf of the City and the respective Owners.

IN WITNESS WHEREOF, the undersigned have signed this Termination and Release of Declaration of Restrictions.

OWNER:

OUTLOTS 1 AND 2 AND LOT 14
STOUGHTON BUSINESS PARK NORTH

CITY OF STOUGHTON

By _____
Donna Olson, Mayor

ATTEST:

Nick Probst, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2012, the above-named _____ and _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
Please Print _____
My Commission: _____

OWNER:

LOTS 1 AND 2, CSM 13161

TRANTOW PROPERTIES, LLC

By: Daniel J. Harkins

Print Name: Daniel J. Harkins

[Member] [Manager] (circle one)

all
all
STATE OF ~~WISCONSIN~~ Florida

COUNTY OF ~~DANE~~ Charlotte

Personally came before me this 19th day of March, 2012, the above-named Daniel J. Harkins, to me known to be the person who executed the foregoing instrument and acknowledged the same. Produce FL Driver license as ID. ID # H625170 50 0490

all
Saishpati S. Misir
Notary Public, State of ~~Wisconsin~~ Florida

Please Print Saishpati S. Misir

My Commission: DD 891149 5/20/2013



SAISHPATI SUNITA MISIR
MY COMMISSION # DD 891149
EXPIRES: May 20, 2013
Bonded Thru Budget Notary Services

LLC--No Operating Agreement Affidavit

1. That Trantow Properties LLC was filed with WDFI on 06/04/2004 [date]
2. That the following individual(s) is/are the current and only members of said LLC: Daniel J. Harkins and Jody K. Harkins
3. That Trantow Properties, LLC does not have an Operating Agreement
4. That Daniel J & Jody K Harkins are the sole member(s) of Trantow Properties LLC with the authority to Purchase/Convey/Mortgage, etc.
5. That the purpose of this affidavit is to show that Daniel J. & Jody K Harkins is/are the member(s) with full authority to Purchase/Convey/Mortgage.
6. The undersigned acknowledge that the City of Stoughton and Dane County Title Company are relying on this affidavit in connection with issuing a title insurance policy and warranting title to property.

Signature: Daniel J Harkins
Dated: 3-12-2012

Signature: Jody Harkins
Dated: 3-12-2012

ACKNOWLEDGMENT

STATE OF ~~WISCONSIN~~ FLORIDA

COUNTY OF ~~DANE~~ CHARLOTTE

Personally came before me this 19th day of March, 2012, the above-named Daniel J. Harkins and Jody Harkins to me known to be the person(s) who executed the foregoing instrument and acknowledged the same. Produce FL Driver licenses as ID.
ID # H625 170 50 0490 and H625 431 52 5100

Saishpati S. Misir
Notary Public, State of ~~Wisconsin~~ Florida
Please Print Saishpati S. Misir
My Commission: DD 891149 5/20/2013



SAISHPATI SUNITA MISIR
MY COMMISSION # DD 891149
EXPIRES: May 20, 2013
Bonded Thru Budget Notary Services