AGENDA
CITY PLAN COMMISSION

Monday, October 1, 2012 – 6:00 PM
Lincoln Center – 1519 Water Street, Stevens Point, WI 54481

(A Quorum of the City Council May Attend This Meeting)

Discussion and possible action on the following:

1. Report of the September 4, 2012 Plan Commission meeting.
2. Request from JD Manville, representing the owner/applicant, for a conditional use permit to increase the occupancy at **927-933 Main Street (Parcel ID 2408-32-2018-03)** from 8 to 12 with four off-site parking permits.
3. Request from Myron Soik and Sons Inc., Blue Top Farms Inc., The Mocadlo Family, and James and Delores Zakrzewski for the purpose of annexing multiple unaddressed properties located in the towns of Hull, Stockton, and Plover to the City of Stevens Point. **Such land, consisting of approximately 762 acres, is to be known as East Park Commerce Center, and is located north of County Road HH, east of Brilowski Road/County Road R, south of Canadian National Railroad right-of-way, and west of Burbank Road (County Parcel ID's: 30230801-13, 34230906:08.01, 34230906:07, 34230906:09.01, 34230906:10, 34230906:24, 34230906:09.03, 34230906.23, 34230906.25, 34230906:26.01, 020230801-03.02, 30230801-14, 30230801-09, 30230801-15, 30230801-12, 020230801-01.04, 020230801-01.02, 020230801-04.02, 020230801-04.01, 034230906:08.04, 34230906:09.02, 020230801-05.02, 020230801-02.06, 020230801-02.02, 020230801-03.01, and 30230801-16.01). Such annexation includes the northern half of the adjacent right-of-way of County Road HH.**
4. Establishing a permanent zoning classification for the properties indicated in the previous agenda item (East Park Commerce Center).
5. Amending Chapter 23 (Zoning Code) of the Revised Municipal Code to allow for a lesser setback for schools, churches, community or senior centers, and hospitals, through the conditional use process, within the R-3 Single Family and Two Family Residence District (Section 23.02(1)(e)).
6. Amending Chapter 23 (Zoning Code) of the Revised Municipal Code to reduce the minimum number of required parking spaces for medical and dental clinics for from 1 space per 200 sq. ft. for buildings under 10,000 sq. ft. and from 1 space per 300 sq. ft. for buildings exceeding 10,000 sq. ft., to 1 space per 300 sq. ft. for all buildings (Section 23.01(14)(d)(4)).

Maps further defining the above area(s) may be obtained from the City of Stevens Point Department of Community Development, 1515 Strongs Avenue, Stevens Point, WI 54481, or by calling 715-346-1567, during normal business hours.

Any person who has special needs while attending these meetings or needs agenda materials for these meetings should contact the City Clerk as soon as possible to ensure that a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715)346-1569, TDD# 346-1556, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

7. Amending Chapter 23 (Zoning Code) of the Revised Municipal Code to delete and recreate Section 23.02(4)(b) relating to standards and requirements for Planned Development Districts.
8. Review and recommendation on executing the Amended & Restated Reciprocal Easements, Parking and Operating Agreement and Declaration of Restrictions governing the former CenterPoint MarketPlace site.
9. Review and recommendation on transferring a portion of the property located at 1201 Third Court (soon to be 1201 Third Street), along with adjacent parking area(s), from the Community Development Authority of the City of Stevens Point to Mid-State Technical College.
10. Review and recommendation on transferring and/or selling and/or assigning the rights to the property located at 1101 Centerpoint Drive (Parcel ID 2408-32-2029-61) and the adjacent property (portions of Parcel IDs 2408-32-2029-65 and 2408-32-2029-66) from the Community Development Authority of the City of Stevens Point to Sara Investments Real Estate.
11. Adjourn.

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PUBLISH: September 28, 2012 and October 5, 2012

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Common Council of the City of Stevens Point, Portage County, Wisconsin, will hold a Public Hearing on Monday, October 15, 2012 at 7:00 PM in the Council Chambers of the County-City Building, 1516 Church Street, Stevens Point, Wisconsin, to hear the following:

1) Request from JD Manville, representing the property owner/applicant, for a conditional use permit to increase the occupancy from 8 to 12 at 927-933 Main Street (Parcel ID 2408-32-2018-03). This property being zoned "B-3" Central Business District and described as E 46' OF LOT 3 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 671304-CERT 766122, City of Stevens Point, Portage County, Wisconsin.

2) Amendment of the Revised Municipal Code of the City of Stevens Point, Chapter 23 Zoning, which would classify portions of the following territory, excluding the rights-of-way, as "M-1" Light Industrial District and/or "M-2" Heavy Industrial:

   That part of the Northeast Fractional Quarter of the Northwest Quarter and the Northeast Fractional Quarter of Section 1, Township 23 North, Range 8 East, **Town of Hull**, the Northeast Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, and the Southeast Quarter of Section 1 and part of the Northeast Quarter of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter of Section 12, Township 23 North, Range 8 East, **Town of Plover**, and that part of Government Lots 6,7,8,9,10,11,22,23,24,25, and 26 of Section 6, and Government Lots 7 and 8 of Section 7, all in Township 23 North, Range 9 East, **Town of Stockton**, all in Portage County, State of Wisconsin described as follows:

   Commencing at the southwest corner of said Section 1; thence North 01 degree 50 minutes 48 seconds West along the west line of said Section 1 a distance of 2,636.08 feet to the west quarter corner of said Section 1; thence North 87 degrees 16 minutes 05 seconds East along the north line of the Northwest Quarter of the Southwest Quarter of said Section 1 a distance of 1,298.98 feet to the northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 1and the **point of beginning** of this annexation; thence South 01 degree 21 minutes 25 seconds East along the west line of said Northeast Quarter of the Southwest Quarter 1,302.70 feet to a line 15.00 feet north of and parallel with the south line of said Northeast Quarter of the Southwest Quarter; thence North 87 degrees 15 minutes 38 seconds East along said parallel line 15.00 feet; thence South 01 degree 28 minutes 41 seconds East on a line 15 feet east of and parallel with said west line of the Southeast Quarter of the Southwest Quarter of Section 1and its southerly extension 1,362.80 feet to the center line of the traveled way(centerline of pavement April 4, 2012) of County Trunk Highway HH (C.T.H. HH); thence North 86 degrees 37 minutes 31 seconds East along said traveled way 805.88 feet; thence continuing North 86 degrees 53 minutes 40 seconds East along said traveled way 1,740.56 feet to its intersection with the southerly extension of the west line of Lot 1 of Portage County Certified Survey Map Number 8344-33-24; thence North 00 degree 37 minutes 32 seconds West along said west line 562.48 feet to the northwest corner of said Lot 1; thence North 87 degrees 12 minutes 38 seconds East along the north line of said Lot 1 a distance of 165.12 feet; thence South 00 degree 37 minutes 32 seconds East along the east line of said Lot 1 and its southerly

extension 561.56 feet to its intersection with said center line of the traveled way of C.T.H. HH; thence North 86 degrees 53 minutes 40 seconds East along said traveled way 1,066.92 feet; thence continuing South 84 degrees 54 minutes 16 seconds East along said traveled way 1,380.69 feet; thence continuing South 84 degrees 30 minutes 58 seconds East along said traveled way 880.32 feet to its intersection with the southerly extension of the west line of the east 726 feet of Government Lot 26 of said Section 6, Township 23 North, Range 9 East; thence North 00 degree 30 minutes 29 seconds East along said west line 267.17 feet to its intersection with the north line of the south 240 feet of said Government Lot 26; thence South 85 degrees 07 minutes 22 seconds East along said north line 728.12 feet to its intersection with the east line of Government Lot 26, Township 23 North, Range 8 East; thence North 00 degree 30 minutes 29 seconds East along said east line and the east line of Government Lots 23, 10 and 7 in said township and range 5,047.56 feet to its intersection with the north right of way line of the Wisconsin Central Limited Railway (part of the Canadian National Railway); thence North 88 degrees 59 minutes 57 seconds West along said north right of way line 6,950.86 feet to its intersection with the west line of the Northeast Fractional Quarter of the Northwest Quarter of Section 1, Township 23 North, Range 8 East; thence South 01 degree 28 minutes 31 seconds East along said west line 1,391.08 feet to its southwest corner; thence North 87 degrees 06 minutes 48 seconds East along the south line of said Northeast Fractional Quarter of the Northwest Quarter 1,308.42 feet to the northwest corner of the Southwest Quarter of the Northeast Quarter; thence South 01 degree 03 minutes 59 seconds East along the west line of said Southwest Quarter of the Northeast Quarter 1,325.42 feet to the northeast corner of said Northeast Quarter of the Southwest Quarter; thence South 87 degrees 16 minutes 05 seconds West along the north line of said Northeast Quarter of the Southwest quarter 1,299.06 feet to the northwest corner of said Northeast Quarter of the Southwest Quarter of Section 1and the point of beginning and there terminating.

Parcels known as Portage County Parcel ID's: 034230906:07, 034230906:10, 034230906.23, 034230906.25, 034230906:26.01, 030230801-14, 030230801-13, 030230801-09, 030230801-15, 030230801-12, and 030230801-16.01 shall be classified as M-1 "Light Industrial".

Parcels known as Portage County Parcel ID's: 034230906:08.01, 034230906:09.01, 034230906:24, 034230906:09.03, 020230801-03.02, 020230801-01.04, 020230801-01.02, 020230801-04.02, 020230801-04.01, 034230906:08.04, 034230906:09.02, 020230801-05.02, 020230801-02.06, 020230801-02.02, and 020230801-03.01 shall be classified as M-2 "Heavy Industrial".

3) Amendment of the Revised Municipal Code of the City of Stevens Point, Chapter 23 Zoning, to allow for a lesser setback for schools, churches, community or senior centers, and hospitals, through the conditional use process, within the R-3 Single Family and Two Family Residence District (Section 23.02(1)(e))

4) Amendment of the Revised Municipal Code of the City of Stevens Point, Chapter 23 Zoning, to reduce the minimum number of required parking spaces for medical and dental clinics from 1 space per 200 sq. ft. for buildings under 10,000 sq. ft. and from 1 space per 300 sq. ft. for buildings exceeding 10,000 sq. ft., to 1 space per 300 sq. ft. for all buildings (Section 23.01(14)(d)(4)).

5) Amendment of the Revised Municipal Code of the City of Stevens Point, Chapter 23 Zoning, to delete and recreate Section 23.02(4)(b) relating to standards and requirements for Planned Development Districts.

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All interested parties are invited to attend.

BY ORDER OF THE COMMON COUNCIL
OF THE CITY OF STEVENS POINT, WISCONSIN

John Moe, City Clerk

REPORT OF CITY PLAN COMMISSION

Tuesday, September 4, 2012 – 6:00 PM

Lincoln Center – 1519 Water Street

PRESENT: Mayor Andrew Halverson, Alderperson Jerry Moore, Commissioner Tony Patton, Commissioner Sarah O'Donnell, and Commissioner Garry Curless (Commissioner David Cooper and Commissioner Anna Haines excused).

ALSO PRESENT: Community Development Director Michael Ostrowski, Economic Development Specialist Kyle Kearns, Alderperson Andrew Beveridge, Alderperson Mary Stroik, Alderperson Mike Phillips, Alderperson Jeremy Slowinski, Brian Kowalski, Brandi Makuski, John Holdridge, Maris Rushevics, Bob Enright, Joan Enright, Jerry Tigges, Lyman Wocking, Sarah Wallace, Jeff Schuler, Ray Schmidt, Don Butkowski, Russ Dreur, Cathy Dugan, Mary Kneebone, Sue Kubley, Nick Kubley, Pat Kitowski, Romona Simons, Patricia Olson, Jim Vang, Jim Krems, MaryAnn Krems, Bill Schierl, Fritz Schierl, Ray Tierney, Sheldon Schall, Al Mertes, David Garber, Ann Garber, Jim Lundberg, Wendy Zurawski, Scott Sleeter, Bill Yudchitz, Sandy McAdams, Mary Hackett, Terry Hackett, David Wrone, Elaine Wrone, Mary Ann Laszewski, Tom Johnson, Melanie Trippe, Bill Bayba, David Pederson, Al Stemen, Gene LaRose, Joan Curless, Laurel Hoeth, Rich Sommer, P. Amman, J. T. Ford, Mike Clements, Dave Wilz, Tony Martes, Janet Wolle, Terry Prondz, and Roy Herrell.

INDEX:

1. Report of the August 7, 2012 Plan Commission meeting.
2. Request from Jason Glisczynski of Players' Lounge for a conditional use permit amendment to allow for a temporary premise expansion to the indoor sports area on October, 20, 2012, November 9, 2012 and July 20, 2013 at **2124 Rice Street (Parcel ID 2308-04-2006-03).**
3. Request from Kwik Trip to rezone the property located at **5311 Old Highway 18 (Parcel ID 2408-35-2300-01)** from "R-1" Suburban Single Family Residential District to "B-4" Commercial District.
4. Request from Kwik Trip for a conditional use permit to operate a gas station and convenience store within Groundwater (Wellhead) Protection Overlay District B at **5311 Old Highway 18 (Parcel ID 2408-35-2300-01).**
5. Request from Fritz Schierl, representing Team Schierl Companies for a conditional use permit and site plan review to operate a gas station and convenience store within Groundwater (Wellhead) Protection Overlay District B at the **northeast quadrant of the intersection of Badger Avenue and Highway 10 (Parcel ID 2408-36-1100-01 (former County Parcel ID: 020240836-02.05)).**
6. Deletion of a portion of Fourth Avenue from the Official Street Map of the City of Stevens Point. Such area starts approximately 575 feet east of Minnesota Avenue (east of 2920 Fourth Avenue) to a point where Fourth Avenue and Maria Drive extended east would intersect.
7. Adjourn.

Mayor Halverson addressed the commission and attendees stating since there are so many people who would like to speak, he would be imposing a three minute time limit to ensure that all persons would have the opportunity. He also stated that if there was no objection from the commission he would like to move agenda 6 to be addressed ahead of agenda item 2, there was no objection in regards to the change in agenda order.

1. Report of the August 7, 2012 Plan Commission meeting.

   Motion by Commissioner Patton to approve the report of the August 7, 2012 meeting as presented; seconded by Alderperson Moore. Motion carried 5-0.

2. Deletion of a portion of Fourth Avenue from the Official Street Map of the City of Stevens Point. Such area starts approximately 575 feet east of Minnesota Avenue (east of 2920 Fourth Avenue) to a point where Fourth Avenue and Maria Drive extended east would intersect.

   Mayor Halverson stated that this area was not constructed, but is on the official street map of the City of Stevens Point. He said that if we keep Maria Drive on the Official Street Map, this street is redundant as the backs of these lots can be served by Maria Drive.

   Bill Yudchitz, 1301 Dubay Avenue, asked for clarification of where the section of Fourth Avenue, as he was concerned how the deletion would affect the church and other properties in that area. Mayor Halverson pointed out the map that was provided in the Plan Commission Packet, as well as answering that the church property would be traversed by Maria Drive if it were extended.

   Mayor Halverson continued stating that the area of Fourth Avenue is mapped and comes off of Minnesota Avenue would need to be preserved to retain addresses for the two homes that are located within that area.

   Motion by Alderperson Moore to approve the deletion of a portion of Fourth Avenue from the Official Street Map of the City of Stevens Point. Such area starts approximately 575 feet east of Minnesota Avenue (east of 2920 Fourth Avenue) to a point where Fourth Avenue and Maria Drive extended east would intersect; Seconded by Commissioner Curless. Motion carried 5-0.

3. Request from Jason Glisczynski of Players' Lounge for a conditional use permit amendment to allow for a temporary premise expansion to the indoor sports area on October, 20, 2012, November 9, 2012 and July 20, 2013 at **2124 Rice Street (Parcel ID 2308-04-2006-03).**

   Director Ostrowski stated Jason Glisczynski, is asking for the temporary expansion for three events. The events are:

   1. Saturday, October 20, 2012: Magic and Mayham
   2. Friday, November 9, 2012: Rhythm and Brews Beach Bash
   3. Saturday, July 20, 2013: SPASH 20th Class Reunion

   Director Ostrowski stated that Players' Lounge has exceeded their four temporary events for the year and therefor need a conditional use amendment for the additional events. He stated that he would recommend approval of the events on October 20, 2012 and November 9, 2012, but would hold off on taking any action for the event on July 20, 2013 because Players' Lounge's conditional use permit will be up for review at the end of 2012. He stated that staff would recommend the following conditions:

   1. Previous conditions still remain.
   2. Event shall be monitored by staff, along with parking.
   3. Any garbage or trash shall be removed from the property within 24 hours of the event.

4. Alcohol shall not be consumed outside of the allowable premise area.
5. DJ or band activity shall cease at 11:00 PM.

Motion by Commissioner Curless to approve a conditional use permit amendment to allow for a temporary premise expansion to the indoor sports area on October, 20, 2012 and November 9, 2012 with the following conditions:

1. **Previous conditions still remain.**
2. **Event shall be monitored by staff, along with parking.**
3. **Any garbage or trash shall be removed from the property within 24 hours of the event.**
4. **Alcohol shall not be consumed outside of the allowable premise area.**
5. **DJ or band activity shall cease at 11:00 PM.**

seconded by Commissioner O'Donnell. Motion carried 5-0.

4. Request from Kwik Trip to rezone the property located at **5311 Old Highway 18 (Parcel ID 2408-35-2300-01)** from "R-1" Suburban Single Family Residential District to "B-4" Commercial District.

   Director Ostrowski stated that the applicant is requesting rezoning from "R-1" to "B-4". He stated that the rezoning is consistent with our comprehensive plan and would recommend approval.

   Hans Zietlow, Kwik Trip, stated that that this parcel has been planned for commercial use and it would be the highest use of the property.

   Bob Enright, 5753 Algoma, is opposed to the land use/zoning change because of the lack of research on the impact of rezoning on the surrounding neighborhoods.

   Romona Simons, 5322 Old Highway 18, stated that she would prefer the zoning to be "B-5" due to more restrictions that could be placed on the property. She also requested the matter to be tabled for community review and input on all of Kwik Trips plans.

   Pat Kitowski, 5330 Old Highway 18, stated she opposes the rezoning due to concerns of increased traffic and for the groundwater.

   Harry Hoppa, 5311 Old Highway 18, is in favor of the rezoning, and pointed out that the Town of Hull and City of Stevens Point comprehensive plans both show the property as commercial development.

   Patricia Olson, 1498 Nick's, is opposed to the rezoning of the property due to the increase in traffic congestion.

   Gene LaRosa, 5571 Applewood, is opposed of the rezoning due to concerns for the volume of traffic.

   Laurel Hoeth, 1929 Mary's, is opposed to the change in rezoning due to concerns for groundwater.

   Mayor Halverson stated that the property in question is currently in the City of Stevens Point, and was annexed several years for commercial development. He stated that our future land use map

has this area slated for a commercial type use. He stated that it was also shown as commercial on the Town of Hull's comprehensive plan. Mayor Halverson also stated that if this commission and the Common Council decide that the gas stations do not rise to the level of protection that we need, it still does not remove the natural situation that these properties would and should develop commercially. He also stated that the current intersection at Highway 10 and Old Highway 18 can handle the capacity.

Alderperson Moore asked Director Ostrowski why he chose B-4 instead of B-5 for the zoning. Director Ostrowski stated that with B-5 zoning there is a greater street yard setback of 40 feet. Given that the property is surrounded by Old Highway 18 and Interstate 39, it would make it difficult to develop.

Commissioner Patton then asked if the protection criteria would be similar in B-4 as B-5. Director Ostrowski said that they would because the protection standards fall under the conditional use permit, which is needed in either district.

Motion by Commissioner Patton to approve the request to rezone the property located at 5311 Old Highway 18 (Parcel ID 2408-35-2300-01) from "R-1" Suburban Single Family Residential District to "B-4" Commercial District; seconded by Alderperson Moore. Motion carried 5-0.

5. Request from Kwik Trip for a conditional use permit to operate a gas station and convenience store within Groundwater (Wellhead) Protection Overlay District B at **5311 Old Highway 18 (Parcel ID 2408-35-2300-01).**

   Hans Zietlow, Kwik Trip, stated that the site is very typical of Kwik Trip stores, as it is on an interchange and near a controlled intersection. He stated that much of the information in the packet is about the environmental aspects and the majority of the items in the packet are already being done at other stores and are highly monitored. Mr. Zietlow stated that with the condition for eliminating the middle ingress/egress point, could likely increase traffic to the southern ingress/egress point. He also requested that Kwik Trip be allowed to have illumination levels as indicated in the plans provided. He said that the illumination is 0.5 footcandles at the property lines, except at the driveways, where they would like a little more light for safety. Mr. Zietlow also requested that there be the possibility for them to install tripled-wall as opposed to doing the liner. Also, Mr. Zietlow stated that with monitoring wells there can be a chance of contamination from the monitoring system, so he would like to see a minimal amount of monitoring wells placed to reduce that possibility.

   Commissioner Curless asked for clarification on the diagrams as to where the existing house is on the property. Mr. Zietlow said the house is about where the store would go, and that many of the trees on the south side would remain.

   Commissioner Curless asked where the driveways where to be located, to which Mr. Zietlow stated the first would be north of the existing house, and the second would be about where the existing house is now. Commissioner Curless then verified that across the street would be the motel driveway, and asked where the first residential driveway would be, to which Mr. Zietlow stated correct with the motel, and Mayor Halverson stated that the first residential home would be south of the most southern driveway and across the street. Commissioner Patton asked if the driveway from US Cellular would be right across from the stations driveway, to which Director Ostrowski clarified that the station driveway would line up with the hotel driveway.

John Holdridge, Town of Hull Chairperson, stated that he shared with the Plan Commission a report on spills and leaks that was put together from DNR reports. He said that four were from Kwik Trip and five from The Store stations. He said that the technology has improved dramatically in terms of the underground tanks, but he pointed out that you can't take out the accountability of human error. His concern is locating gas stations in wellhead protection areas, not only for the protection of the Town of Hull water, but for the protection of the Stevens Point water as well. Mr. Holdridge also expressed his concern for the neighborhood along the Old Highway 18 and traffic coming to the Kwik Trip from Brilowski Road. He requested that the commission to table this request and get the neighborhoods involved in the discussions.

Commissioner Curless pointed out that no matter what the development in that area, there would still be traffic using that corridor to get around the Highway 10 east area.

Bob Enright, 5753 Algoma, is opposed to the conditional use, and recommends tabling this request to also get input from the neighbors. He stated he is concerned for the risks that would outweigh the benefits as well as the costs.

Dave Wills, 1909 Mary's, stated that he opposed the request for the conditional use permit of the gas station in wellhead protection area due to the safety of the groundwater.

Romona Simonis, 5322 Old Highway 18, stated she is concerned regarding the request for conditional use permit of a gas station in the wellhead protection area due to the affect it may have on her water well, the increase of noise, the increase in traffic, and the decrease in her property value. She asked the commission to table this matter for further review.

Pat Kitowski, 5330 Old Highway 18, expressed her concern for the increase in traffic, the safety of pedestrian/biking traffic along Old Highway 18, and the concern for the wells in the area. She requested that this matter be tabled for further discussion.

Jeff Schuler, Portage County Planning and Zoning, stated that the county's concern is with the groundwater protection. He does understand that there are a lot of state and federal requirements that go into the installation of these types of things. He said he has provided a memo with some recommendations to help strengthen some of the conditions. Mr. Schuler stated that one of the things his department does want to stress is the maintenance of the facility be done regularly. He said he is in agreement with keeping the middle driveway.

Jim Krems, 5390 Clairice Circle, objects to the conditional use permit request for a gas station in the wellhead protection area due to traffic issues and thinks there are better options available for this land.

Mayor Halverson stated we have heard a great deal about the spills and the cost associated with the spills, but would like the two applicants to explain who is paying for the cost of cleaning up those spills. Mr. Zietlow stated that older spills could be covered by PECFA or by private insurance held by the owners of the facility. Mr. Zietlow stated that more importantly you want a company who will clean up the spills if they occur. Mr. Zietlow pointed out that every vehicle has approximately 20 gallons of fuel and the safest place for that 20 gallon gas tank to empty out is in the parking lot of a convenient store because it will go into a sump.

Sheldon Schall, Chief of Storage Tank Regulations for the Wisconsin Department of Safety and Professional Services, stated that his department has oversight over chemical and petroleum storage tanks and dispensing systems. Mr. Schall explained that primarily his program does plan review, periodic inspections of the facilities, handle enforcement for noncompliance, and field inspections. He continued to state that drivers for these programs are the Federal EPA rules for

underground tanks, and the UPASPC rules for above ground tanks. He said that Wisconsin has had a history of being more restrictive than federal rules when it comes to storage tanks. Mr. Schall stated he had a chance to review the packet, and in a general comparison, he feels that the many of the conditions are covered by the state regulation, however, there are some conditions that are more restrictive than the state requirements. He further stated that his office worked with the WDNR to make sure that his state regulations are consistent across state agencies, including within wellhead protection areas. The state holds the minimum requirements, but local communities can place greater restrictions on such facilities. Mr. Schall commented about the spill report from the WDNR stating that it can be misleading due to naming the party that paid the claim. He said just because one party cleans it up, does not mean that they caused it. He said the federal rule requires a secondary containment on all storage systems. However, there have been some issues with liners in the past. He said that he has found that a liner is confused with filter fabric and in some situations the hydrostatic conditions of the water can be such that the liner can cause enough of a resistance that it can shift the tanks and the piping. His recommendation is to have a hydro geologist make the call regarding a requirement a liner. Mayor Halverson asked if a triple wall tank would be a better safeguard than a liner. Mr. Schall answered that it would add another layer of protection; however, the state does not see problems with tanks leaking. The problem that he sees is with the piping and the connections. However, the state regulations have resolved most of these issues. He said that all the pipe connections need to be within a sump that is liquid tight. He said that holes within the sumps should be kept to a minimum or not at all. Mr. Schall stated that the state double wall piping and double wall tanks, as well as continuous electronic intersystem monitoring. Therefore, the inter-space between the piping and tank walls is monitored, and is a 24/7 monitoring system.

Mr. Schall said that if monitoring wells are required, thought should be given to their location. They should be located to prevent contamination; away snow plowing areas and areas.

Mr. Schall stated that the oil-water separator not be placed in the sumps. State regulations require a prefabricated poly type material that limits the transition points through the sump wall, and the extreme size of the oil-water separators need to take this into account.

Alderperson Moore asked Mr. Schall if the restrictions and recommendations placed on these gas stations are more restrictive that the state. Mr. Schall said some are equal, some are less, and some are more restrictive. However, the state regulations would be the minimum requirements.

Commissioner Curless asked for an explanation of the liner, to which Mr. Schall stated it is similar to a pool liner that does not allow anything through, but would need to also address where the rainwater would go as well.

Mayor Halverson stated that he reviewed Mr. Schuler's memo that was provided, and their reflections are appropriate and additional suggestions for language that they have provided, would also take both sites to a level of safety that he feels he could support.

Motion by Mayor Halverson to approve the request from Kwik Trip for a conditional use permit to operate a gas station and convenience store within Groundwater (Wellhead) Protection Overlay District B at 5311 Old Highway 18 (Parcel ID 2408-35-2300-01) with the following conditions:

1. **The northern most ingress/egress point shall be lined up with the ingress/egress point across Old Highway 18 (5317 Old Highway 18).**

2. **All landscaping requirements shall be met and maintained as per Chapter 23 of the Revised Municipal Code. Additional screening is needed by the southern most ingress/egress point adjacent to Old Highway 18.**
3. **The existing vegetation along Old Highway 18, south of the southern most ingress/egress point, shall remain to provide screening for the adjacent properties.**
4. **All stormwater requirements shall be met as per Chapter 31 of the Revised Municipal Code.**
5. **There shall be no light spill over past the property line and that no lights shall be directed towards adjacent properties. All light fixtures shall be cut-off fixtures that are pointed down.**
6. **The screening for the refuse containers shall match the main exterior material of brick that is on the main building.**
7. **All piping shall be double wall flexible piping, where if product is released from the primary pipe it would be contained in a liquid tight pipe. Other type of piping, that is not flexible if it can be proven that it provides similar protection. This shall be approved by the State of Wisconsin and City Staff prior to permit issuance.**
8. **All piping shall be sloped to either a tank sump or a dispenser sump.**
9. **Sumps shall be located at the submersible head on each tank and also under each product dispenser. All sumps shall be equipped with a liquid sensor that sounds an alarm immediately if any liquid enters the sump.**
10. **All tanks shall be at minimum double walled with a liquid sensor that sounds an alarm immediately if any liquid is detected.**
11. **Electronic line leak detection shall be installed in the pipe run for each product dispensed. These units shall shut down flow to the pipe if there is a loss of pressure to the product pipe.**
12. **Dispenser and tank sump containment and spill buckets shall be double walled.**
13. **All monitoring shall be continuous monitoring, meaning that an alarm shall sound and proper authorities shall be immediately notified if a leak is detected.**
14. **Overfill devices shall be required to be installed to prevent the overfilling of the underground tanks from a transport truck, including installing one in the fill pipe of each tank, as well as an audible alert at 90% and an auto shut-off at 95% capacity, to ensure that overfilling will not occur.**
15. **Catch basins shall be installed around every fill point to catch product that may drip from the loading hose during the product transfer process.**
16. **Functionality tests shall be done semi-annually on all line monitors to ensure proper operation.**
17. **A tank bed and line liner shall be placed in the underground storage tank bed and in excavation trenches for fuel lines. This requirement can be waived if equal or greater protection is provided. If a liner is installed, a hydro geologist shall approve such liner and its ability to function correctly without causing negative impacts to the piping and tanks.**
18. **Monitoring wells shall be installed throughout the property at locations determined, prior to any permit issuance, by the Director of Water and the City Engineer. Sampling and analyses shall be done quarterly, at the expense of the gas station operator. City staff shall be given unrestricted access for compliance purposes.**

19. **Dispensing pads shall be Portland cement. Cracks and joints that open on dispensing pads shall be filled and fixed immediately to avoid the infiltration of hazardous chemicals.**
20. **All downspouts from the building and canopies shall be directly connected into the stormwater piping and directed to the stormwater pond.**
21. **The tank sump for each tank shall have the electrical conduit at the highest elevation practical above the transition points of the product piping.**
22. **Piping contractor shall install tracer wire on the outside of the product lines.**
23. **A clay liner shall be installed in the stormwater pond to eliminate infiltration of hydrocarbons and other potential groundwater contaminants.**
24. **All state requirements outlined in Chapter SPS 310: Flammable, Combustible and Hazardous Liquids, pertaining to this request must be met.**
25. **A groundwater protection plan shall be submitted to, and approved by, City of Stevens Point personnel prior to permit issuance, and implemented prior to construction, and shall cover the following:**
    a. **A complete description of spill prevention and control measures for the facility. Spill prevention begins with the customer. Signs shall be posted at each dispenser instructing customers not to top off fuel tanks and to notify an employee in the event of a spill. Emergency shutoff switches shall be plainly labeled.**
    b. **An estimate of the maximum quantity of fuel that could be spilled in the event of an equipment failure, along with an analysis of its fate and a plan for preventing it from reaching groundwater or surface water shall be created. The plan shall include descriptions of containment and/or diversionary structures or equipment needed in the event of a spill, and a demonstration that the needed equipment, personnel, and other resources would be available to respond to a spill.**
    c. **A notification list, including the names and phone numbers of local management, remote management, fire and police, local and state agencies needing to be notified, and spill response contractors shall be created and kept readily available to gas station personnel.**
    d. **Routine spot cleaning of small spills at fueling areas with dry methods. Dry methods include using rags or absorbents. Fueling areas shall never be washed down unless the water is collected and disposed of properly. The plan must specify that an adequate supply of absorbent materials be kept readily available.**
    e. **Proper storage and disposal of used sorbents and/or rags. Used sorbents must be picked up prior to contact with rainwater or snowmelt, and stored for proper disposal.**
    f. **Maintenance of the stormwater management system, including best management practices (BMPs).**
    g. **Provisions to ensure that snow plowing and other maintenance will not interfere with the proper functioning of stormwater management, spill containment, and leak detection systems shall be provided to and approved by City of Stevens Point personnel prior to permit issuance.**
    h. **Employee training: Employees must be trained (upon hiring and annually thereafter) in all aspects of routine operation and maintenance, including routine spill cleaning**

and containment of contaminated stormwater, as well as spill response and other emergency procedures.

26. **The City reserves the right to establish new conditions for the purpose of protecting the groundwater supply.**
27. **The conditional use permit shall expire within one year after final occupancy date.**

seconded by Commissioner Patton.

Director Ostrowski requested that if there is a current condition that has equal or greater protection that is deemed appropriate by the Director of Water, the state, and himself, or if any such condition is not appropriate, he requests the ability to modify such conditions. Director Ostrowski added that the condition regarding the lighting needs to be modified to allow for 0.5 footcandles at the property line and 1 footcandle at the driveways, as well as allowing for the third driveway. In addition, the canopy would need a 25 feet setback from Interstate 39. Mayor Halverson and Commission Patten agreed to the recommended changes.

Alderperson Moore expressed that he would like to see the third driveway for ingress/egress to remain if possible for traffic flow.

Director Lemke stated that he appreciates the flexibility to make appropriate modifications to the conditions as the plans continue to develop.

The conditions are now as follows:

1. **The northern most ingress/egress point shall be lined up with the ingress/egress point across Old Highway 18 (5317 Old Highway 18).**
2. **All landscaping requirements shall be met and maintained as per Chapter 23 of the Revised Municipal Code. Additional screening is needed by the southern most ingress/egress point adjacent to Old Highway 18.**
3. **The existing vegetation along Old Highway 18, south of the southern most ingress/egress point, shall remain to provide screening for the adjacent properties.**
4. **All stormwater requirements shall be met as per Chapter 31 of the Revised Municipal Code.**
5. **The maximum illumination levels shall be 0.5 footcandles at the property lines, except at the driveways, where it shall not exceed 1.0 footcandles. All light fixtures shall be cut-off fixtures that are pointed down.**
6. **The screening for the refuse containers shall match the main exterior material of brick that is on the main building.**
7. **All piping shall be double wall flexible piping, where if product is released from the primary pipe it would be contained in a liquid tight pipe. Other type of piping, that is not flexible if it can be proven that it provides similar protection. This shall be approved by the State of Wisconsin and City Staff prior to permit issuance.**
8. **All piping shall be sloped to either a tank sump or a dispenser sump.**

9. **Sumps shall be located at the submersible head on each tank and also under each product dispenser. All sumps shall be equipped with a liquid sensor that sounds an alarm immediately if any liquid enters the sump.**
10. **All tanks shall be at minimum double walled with a liquid sensor that sounds an alarm immediately if any liquid is detected.**
11. **Electronic line leak detection shall be installed in the pipe run for each product dispensed. These units shall shut down flow to the pipe if there is a loss of pressure to the product pipe.**
12. **Dispenser and tank sump containment and spill buckets shall be double walled.**
13. **All monitoring shall be continuous monitoring, meaning that an alarm shall sound and proper authorities shall be immediately notified if a leak is detected.**
14. **Overfill devices shall be required to be installed to prevent the overfilling of the underground tanks from a transport truck, including installing one in the fill pipe of each tank, as well as an audible alert at 90% and an auto shut-off at 95% capacity, to ensure that overfilling will not occur.**
15. **Catch basins shall be installed around every fill point to catch product that may drip from the loading hose during the product transfer process.**
16. **Functionality tests shall be done semi-annually on all line monitors to ensure proper operation.**
17. **A tank bed and line liner shall be placed in the underground storage tank bed and in excavation trenches for fuel lines. This requirement can be waived if equal or greater protection is provided. If a liner is installed, a hydro geologist shall approve such liner and its ability to function correctly without causing negative impacts to the piping and tanks.**
18. **Monitoring wells shall be installed throughout the property at locations determined, prior to any permit issuance, by the Director of Water and the City Engineer. Sampling and analyses shall be done quarterly, at the expense of the gas station operator. City staff shall be given unrestricted access for compliance purposes.**
19. **Dispensing pads shall be Portland cement. Cracks and joints that open on dispensing pads shall be filled and fixed immediately to avoid the infiltration of hazardous chemicals.**
20. **All downspouts from the building and canopies shall be directly connected into the stormwater piping and directed to the stormwater pond.**
21. **The tank sump for each tank shall have the electrical conduit at the highest elevation practical above the transition points of the product piping.**
22. **Piping contractor shall install tracer wire on the outside of the product lines.**
23. **A clay liner shall be installed in the stormwater pond to eliminate infiltration of hydrocarbons and other potential groundwater contaminants.**
24. **All state requirements outlined in Chapter SPS 310: Flammable, Combustible and Hazardous Liquids, pertaining to this request must be met.**
25. **A groundwater protection plan shall be submitted to, and approved by, City of Stevens Point personnel prior to permit issuance, and implemented prior to construction, and shall cover the following:**
    a. **A complete description of spill prevention and control measures for the facility. Spill prevention begins with the customer. Signs shall be posted at each dispenser**

instructing customers not to top off fuel tanks and to notify an employee in the event of a spill. Emergency shutoff switches shall be plainly labeled.

b. **An estimate of the maximum quantity of fuel that could be spilled in the event of an equipment failure, along with an analysis of its fate and a plan for preventing it from reaching groundwater or surface water shall be created. The plan shall include descriptions of containment and/or diversionary structures or equipment needed in the event of a spill, and a demonstration that the needed equipment, personnel, and other resources would be available to respond to a spill.**
c. **A notification list, including the names and phone numbers of local management, remote management, fire and police, local and state agencies needing to be notified, and spill response contractors shall be created and kept readily available to gas station personnel.**
d. **Routine spot cleaning of small spills at fueling areas with dry methods. Dry methods include using rags or absorbents. Fueling areas shall never be washed down unless the water is collected and disposed of properly. The plan must specify that an adequate supply of absorbent materials be kept readily available.**
e. **Proper storage and disposal of used sorbents and/or rags. Used sorbents must be picked up prior to contact with rainwater or snowmelt, and stored for proper disposal.**
f. **Maintenance of the stormwater management system, including best management practices (BMPs).**
g. **Provisions to ensure that snow plowing and other maintenance will not interfere with the proper functioning of stormwater management, spill containment, and leak detection systems shall be provided to and approved by City of Stevens Point personnel prior to permit issuance.**
h. **Employee training: Employees must be trained (upon hiring and annually thereafter) in all aspects of routine operation and maintenance, including routine spill cleaning and containment of contaminated stormwater, as well as spill response and other emergency procedures.**

26. **The canopy shall meet the zoning district setback of 25 feet from Interstate 39 property line.**
27. **The City reserves the right to establish new conditions for the purpose of protecting the groundwater supply.**
28. **If any equal or superior alternative exists over any of the conditions, as determined by the Director of Water, the state, and the Director of Community Development, City Stevens Point personnel shall have the ability to modify such condition(s).**
29. **The conditional use permit shall expire within one year after final occupancy date.**

Motion carried 5-0.

6. Request from Fritz Schierl, representing Team Schierl Companies for a conditional use permit and site plan review to operate a gas station and convenience store within Groundwater (Wellhead) Protection Overlay District B at the **northeast quadrant of the intersection of Badger Avenue and Highway 10 (Parcel ID 2408-36-1100-01 (former County Parcel ID: 020240836-02.05)).**

Fritz Schierl, Team Schierl Companies, stated that he would like to clear up some misinformation about the development. He said that they are not clear cutting 18 acres of trees, but rather only impacting about 1.46 acres. He stated that his company has discussed the environmental impact and the technology available on installation. He has brought in experts in the field to address the commission in the delineation of the wetlands.

Jim Lundberg, Point of Beginning, stated his company was hired to do the topographic survey of the property and in turn a third party was hired to prepare the wetland delineation of the entire 18 acres. Gary Starzinski, Star Environmental, went out and flagged the exterior of the wetlands on the property and from that the area was mapped, showing that the development would not be in the wetlands. Point of Beginning would also be addressing the stormwater management for the site, making sure to address runoff before it discharges into the wetlands.

Mr. Schierl pointed out that there would be no negative impact to the wetlands. He also said that the wetlands are low grade wetlands that have already been inhabited by a very invasive species of weed canary grass. He stated Ray Tierney would address the concerns about private wells for the Town of Hull residents to the east and south.

Ray Tierney, hydro-geologist with SCSBT Squared, explained the groundwater concepts typically found in Wisconsin and the way in which the water would flow. He stated that groundwater is everywhere at some depth below the ground surface. He explained that the groundwater moves very slowly through the soils and the bedrock below the soils, so groundwater is basically water that is below the ground and will often discharge to a surface water body such as a lake, river, or stream. Mr. Tierney pointed out that many private wells are shallow and may just be drilled into the soil above the bedrock, where some of the deeper wells such as municipal wells can go into the bedrock where they are drawing much more water. He then explained a map of the water table elevation in the area of Stevens Point and the Town of Hull, and showed that the water would flow east to west. He indicated that there is about 9,000 feet from the closest municipal well (Well #5) and with groundwater flow, the development is mapped within the five year well protection, but realistically is 7-8 years away.

Mr. Schierl, Team Schierl Companies, explained that the reason they asked Ray to present is to show that they are aware and concerned of the private wells and groundwater. He wanted to put some science to the concerns. He stated in reality with the groundwater flow even in the very unlikely event of some sort of release, that the contamination will go west and not south or east to the Town of Hull.

Commissioner Patton asked if Team Schierl owned the whole 18 acres, to which Mr. Schierl answered no, they only purchased 2.7 acres, of which 1.46 acres will be developed. The rest would be unchanged.

Commissioner Curless asked if the property would meet all the setbacks for the city for the future and if there was a frontage road proposed, to which Mayor Halverson stated yes the development meets the setbacks, but there is not a frontage road proposed for this particular side of the road at this time. Mayor Halverson continued to state that this zoning district does have the greater setback.

Commissioner Patton asked if there were any different type of protections for this site that the location by Crossroads Commons, to which Fritz Schierl stated that the other store was built four or so years ago and it is a simple double wall tank and piping. There are more protections with either the triple wall tank or the liner, but they will comply with whatever is the most appropriate, so the protection would be heightened at this location.

Ray Schmitt, Portage County Planning and Zoning Water Quality Specialist, pointed out that the groundwater does not flow dew west, but he can assure the commission it does not flow to the east, but a slightly northwest or slightly southwest direction with the bedrock underneath, it is not a flat bedrock table.

Bob Enright, 5753 Algoma, is opposed to the request for a gas station within the groundwater protection area. There is a risk of stormwater runoff contaminating the wetlands and the groundwater. He feels that the City of Stevens Point is in violation of its comprehensive plan in working in conjunction with the Town of Hull and urges the commission to table this request and have a joint meeting with the Town of Hull and the Town of Stockton to have a joint understanding of the land use and avoid any future conflicts.

Cathy Dugan, 615 Somers, opposes the request for a gas station within the groundwater protection area for the reasons that include the impacts on the natural area, the risk to the drinking water, and feels that it is urban sprawl.

Mary Kneebone, 5718 Sandpiper, is opposed to the request for a gas station within the groundwater protection area due to her feeling of lack of notice, reduction of the natural area, increased vehicle traffic, safety for pedestrian/bike traffic, and lighting from the business affecting the neighborhood.

Terry Hacket, 5954 Melrose, is opposed to the request for a gas station within the groundwater protection area due to the concern for groundwater, the lack of discussion regarding the issue, increased traffic, and the uncontrolled intersection. He feels that the city needs to act more proactively in land use planning and less reactively.

David Garber, 5893 Clark, is concerned for the timing and how quickly this project is happening. He feels the city should slow down and discuss this more.

Jeff Schuler, Portage County Planning and Zoning, stated that he did have some comments on conditions as in the prior agenda item, and that those same comments apply to this request as well. He did question that in the plans that were in the packet there was no description of a stormwater pond, but condition number 27 does call for one, so he asked for clarification. Mayor Halverson stated that stormwater plans are approved by Engineering and the clay liner will specifically be a requirement for that. Mr. Schuler finished with that continuity in operations and upkeep is key for the preservation.

Mayor Halverson stated he finds it alarming that there is a misrepresentation regarding this site in terms of how it was planned, what was agreed to, the amount of transparency, and the fact that we are building a gas station within a park. Ultimately, we have a comprehensive plan, as well as an agreement with the Town of Hull specifically stating on how the entire area would develop.

As the city grows, the need to grow with tax base is vital. New growth is not only vital to add services, but to continue to fund the ones we currently provide. There was a very specific intergovernmental agreement that called for B-5 Highway Commercial on this site, as part of it an allowed use is a gas station. If this area was not in a wellhead protection district right now, this parcel would already be under construction because it is an allowed use.

Motion by Mayor Halverson to approve the request for a conditional use permit and site plan review to operate a gas station and convenience store within Groundwater (Wellhead) Protection Overlay District B at the northeast quadrant of the intersection of Badger Avenue and Highway 10 (Parcel ID 2408-36-1100-01 (former County Parcel ID: 020240836-02.05)) with the following conditions:

1. **Wetlands shall be identified and preserved as natural areas.**
2. **All landscaping requirements shall be met and maintained as per Chapter 23 of the Revised Municipal Code, and the 1998 Intergovernmental Agreement.**
3. **All stormwater requirements shall be met as per Chapter 31 of the Revised Municipal Code.**
4. **There shall be no light spill over past the property line and that no lights shall be directed towards adjacent properties. All light fixtures shall be cut-off fixtures that are pointed down.**
5. **An illumination / lighting plan shall be submitted prior to construction. The maximum illumination levels shall be 0.5 footcandles at the property lines, except at the driveways, where it shall not exceed 1.0 footcandles. All light fixtures shall be cut-off fixtures that are pointed down.**
6. **The screening for the refuse containers match the main exterior material of brick that is on the main building. The access gates shall not face south.**
7. **The diesel canopy to the north will need to be at least 10 feet from the side property line. However, if a street is installed, the setback would be increased to 40 feet. In addition, the parking lot will need a 10 foot setback from the north property line. However, if a street is installed, the setback would be increase to 20 feet.**
8. **Sidewalks, at least 5 feet in width, shall be installed along the property on both Highway 10 and Badger Avenue. In addition, if the proposed drive to the north is installed, sidewalks shall be added within one year at the owner's expense.**
9. **A landscape base shall be provided per Chapter 25 of the Revised Municipal Code for the freestanding sign.**
10. **All piping shall be double wall flexible piping, where if product is released from the primary pipe it would be contained in a liquid tight pipe. Other type of piping, that is not flexible if it can be proven that it provides similar protection. This shall be approved by the State of Wisconsin and City Staff prior to permit issuance.**
11. **All piping shall be sloped to either a tank sump or a dispenser sump.**
12. **Sumps shall be located at the submersible head on each tank and also under each product dispenser. All sumps shall be equipped with a liquid sensor that sounds an alarm immediately if any liquid enters the sump.**
13. **All tanks shall be at minimum double walled with a liquid sensor that sounds an alarm immediately if any liquid is detected.**

14. **Electronic line leak detection shall be installed in the pipe run for each product dispensed. These units shall shut down flow to the pipe if there is a loss of pressure to the product pipe.**
15. **Dispenser and tank sump containment and spill buckets shall be double walled.**
16. **All monitoring shall be continuous monitoring, meaning that an alarm shall sound and proper authorities shall be immediately notified if a leak is detected.**
17. **Overfill devices shall be required to be installed to prevent the overfilling of the underground tanks from a transport truck, including installing one in the fill pipe of each tank, as well as an audible alert at 90% and an auto shut-off at 95% capacity, to ensure that overfilling will not occur.**
18. **Catch basins shall be installed around every fill point to catch product that may drip from the loading hose during the product transfer process.**
19. **Functionality tests shall be done semi-annually on all line monitors to ensure proper operation.**
20. **A tank bed and line liner shall be placed in the underground storage tank bed and in excavation trenches for fuel lines. This requirement can be waived if equal or greater protection is provided. If a liner is installed, a hydro geologist shall approve such liner and its ability to function correctly without causing negative impacts to the piping and tanks.**
21. **Monitoring wells shall be installed throughout the property at locations determined, prior to any permit issuance, by the Director of Water and the City Engineer. Sampling and analyses shall be done quarterly, at the expense of the gas station operator. City staff shall be given unrestricted access for compliance purposes.**
22. **Dispensing pads shall be Portland cement. Cracks and joints that open on dispensing pads shall be filled and fixed immediately to avoid the infiltration of hazardous chemicals.**
23. **All downspouts from the building and canopies shall be directly connected into the stormwater piping and directed to the stormwater pond.**
24. **The tank sump for each tank shall have the electrical conduit at the highest elevation practical above the transition points of the product piping.**
25. **Piping contractor shall install tracer wire on the outside of the product lines.**
26. **A clay liner shall be installed in the stormwater pond to eliminate infiltration of hydrocarbons, and other potential groundwater contaminants.**
27. **All state requirements outlined in Chapter SPS 310: Flammable, Combustible and Hazardous Liquids, pertaining to this request must be met.**
28. **A groundwater protection plan shall be submitted to, and approved by, City of Stevens Point personnel prior to permit issuance, and implemented prior to construction, and shall cover the following:**
    a. **A complete description of spill prevention and control measures for the facility. Spill prevention begins with the customer. Signs shall be posted at each dispenser instructing customers not to top off fuel tanks and to notify an employee in the event of a spill. Emergency shutoff switches shall be plainly labeled.**
    b. **An estimate of the maximum quantity of fuel that could be spilled in the event of an equipment failure, along with an analysis of its fate and a plan for preventing it from reaching groundwater or surface water shall be created. The plan shall include**

descriptions of containment and/or diversionary structures or equipment needed in the event of a spill, and a demonstration that the needed equipment, personnel, and other resources would be available to respond to a spill.

c. **A notification list, including the names and phone numbers of local management, remote management, fire and police, local and state agencies needing to be notified, and spill response contractors shall be created and kept readily available to gas station personnel.**
d. **Routine spot cleaning of small spills at fueling areas with dry methods. Dry methods include using rags or absorbents. Fueling areas shall never be washed down unless the water is collected and disposed of properly. The plan must specify that an adequate supply of absorbent materials be kept readily available.**
e. **Proper storage and disposal of used sorbents and/or rags. Used sorbents must be picked up prior to contact with rainwater or snowmelt, and stored for proper disposal.**
f. **Maintenance of the stormwater management system, including best management practices (BMPs).**
g. **Provisions to ensure that snow plowing and other maintenance will not interfere with the proper functioning of stormwater management, spill containment, and leak detection systems shall be provided to and approved by City of Stevens Point personnel prior to permit issuance.**
h. **Employee training: Employees must be trained (upon hiring and annually thereafter) in all aspects of routine operation and maintenance, including routine spill cleaning and containment of contaminated stormwater, as well as spill response and other emergency procedures.**

29. **The City reserves the right to establish new conditions for the purpose of protecting the groundwater supply.**
30. **If any equal or superior alternative exists over any of the conditions, as determined by the Director of Water, the state, and the Director of Community Development, City Stevens Point personnel shall have the ability to modify such condition(s).**
31. **The conditional use permit shall expire within one year after final occupancy date.**

seconded by Alderperson Moore.

Commissioner O'Donnell asked about the traffic plan for that area. Mayor Halverson stated that with the actual presence of this gas station it could push that intersection to be addressed by the DOT to potentially install signals. Mayor Halverson stated that it would be determined by the DOT because they have full jurisdiction on that particular highway.

Commissioner Patton asked if there was any thought or talk of reducing the speeds in that area. Mayor Halverson stated that has not been a part of the conversation; however, from Badger Avenue to the east there has been some talk about lowering the speed limit and using traffic calming measures on the highway to slow the traffic prior to getting into the city limits. Right now they are going through a detailed analysis of that entire corridor specifically to the east.

Motion carried 5-0.

7. Adjourn.

   Meeting adjourned at 8:00 PM.

Administrative Staff Report

Ron Kurszewski Conditional Use and Off-Site Parking Request
927-933 Main Street
October 1, 2012

Department of Community Development
1515 Strongs Avenue, Stevens Point, WI 54481
Ph: (715) 346-1568 - Fax: (715) 346-1498

Applicant(s):

- Ron Kurszewski

Staff:

- Michael Ostrowski, Director mostrowski@stevenspoint.com
- Kyle Kearns, Associate Planner kkearns@stevenspoint.com

Parcel Number(s):

- 2408-32-2018-03

Zone(s):

- "B-3" Central Business District

Master Plan:

- Downtown District

Council District:

- District 1 – Beveridge

Lot Information:

- Actual Frontage: 46 feet
- Effective Frontage: 46 feet
- Effective Depth: 132 feet
- Square Footage: 6,072
- Acreage: 0.139

Current Use:

- Retail first floor, Apartments on second floor

Applicable Regulations:

- 23.01(14), 23.01(16), and 23.02(2)(c)

Request

Request from JD Manville, representing the owner/applicant, for a conditional use permit to increase the occupancy at **927-933 Main Street (Parcel ID 2408-32-2018-03)** from 8 to 12 with four off-site parking permits.

Attachment(s)

- Property Data
- Exhibit Map
- Application
- Apartment Layout
- Parking Layout

Findings of Fact

- The property is zoned "B-3" Central Business District.
- The request is to increase the occupancy for second floor apartments with off-site parking.
- Multiple family uses require a conditional use permit.
- Parking is requested to be located off-site at a City-owned lot.

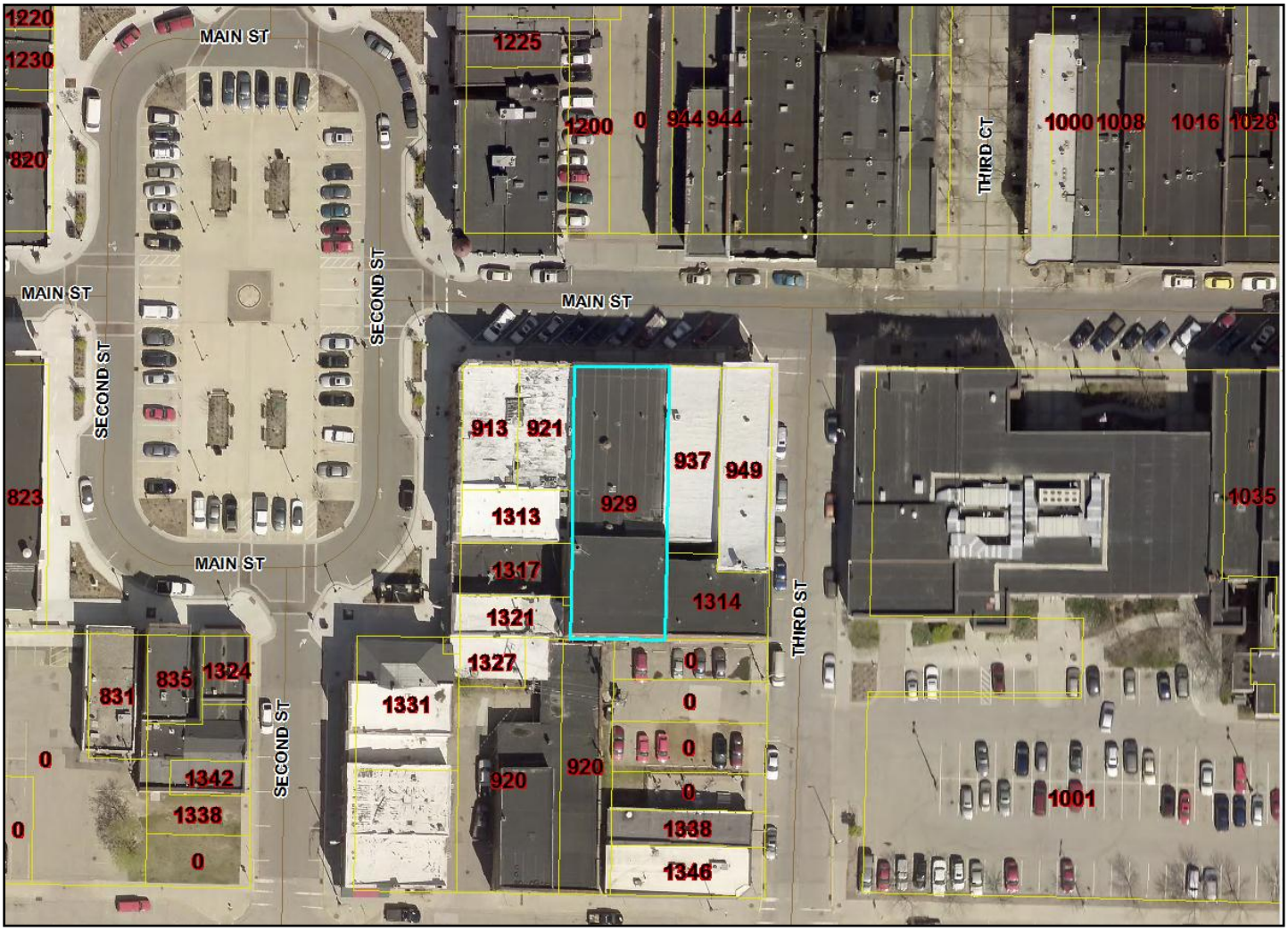
Staff Recommendation

Approve the increase in occupancy, subject to Plan Commission and staff comments, including the following condition(s):

- Applicant must secure the appropriate number of parking spaces.
- Shall parking ever become unavailable, the conditional use must cease within 60 days, or another parking location must be approved.
- Applicant must secure a multi-family license prior to issuance of occupancy license.
- Accurate floor plan of the second story shall be submitted by an architect and or engineer to be reviewed by City staff prior to issuance of occupancy license.
- All building codes shall be met prior to issuance of occupancy license.
- Any interior or exterior work for the apartments shall be completed within one (1) year after final approval, and may be granted a six month extension with approval by staff.
- Exterior improvements must be reviewed and approved by the Historic Preservation / Design Review Commission (windows, trim, etc).

	• Dumpsters and/or refuse containers shall be screened from view. Deny the off-site parking request due to the fact that parking in the rear of the building can fulfill the parking requirement with 2 additional stalls remaining.

Vicinity Map



Background

Mr. Manville is requesting a conditional use permit for the purposes of increasing the occupancy of second floor apartments at the property above. Six units currently exist varying in bedrooms. Below is a list of each unit and the bedrooms within:

Units	Parking Required
A: 2 Bedrooms	2
B: 1 Bedroom	1.5
C: 3 Bedrooms	3
D: 3 Bedrooms	3
E: 1 Bedroom (Studio)	1.5
F: 2 Bedrooms	2
Total: 13 Bedrooms	**13**

The property is licensed for only 8 units, but as you can see from above, may have the potential to house 12 occupants. Therefore, the applicant is requesting to increase the occupancy by four to reach the maximum potential and density of the apartments. No major renovation or construction will occur within any unit to accommodate the increase in occupancy.

Additionally, Mr. Manville is proposing to lease four off-site parking stalls from the City located north of the intersection of Crosby Street and Centerpoint Drive (Crosby Lot). The increased occupancy will require parking spaces at a rate of 1.5 spaces per 1-bedroom unit; 2 spaces per 2-bedrooms units; multiple dwellings shall have 1 space for each person 18 years of age or older.

The owner/applicant owns adjacent parcels to the south of the property in question, which can accommodate 14 vehicles. Mr. Manville has stated that parking on that property is used by both residents within the apartments and employees at the businesses that exist on the first floor, hence the reason for the off-site parking request.

A = Crosby Lot B = 927-933 Main St. Distance = 0.2 Miles

Standards of Review

1) **The establishment, maintenance, or operation of the use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.**

   Analysis: The building currently exists, and the request will utilize vacant space within the apartments, maximizing density.

   Findings: The two apartment units should not be detrimental to, or endanger, the public health, safety, or general welfare.

2) **The use will not be injurious to the use and for the purpose already permitted;**

   Analysis: All six apartment units will be located on the second floor, which is common throughout the downtown. They will be above the current retail space.

   Findings: The units should be complementary to the proposed uses at the site, and within the immediate vicinity.

3) **The establishment of the use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;**

   Analysis: The respective area is an established area of the City.

Findings: The proposed use should not impede the orderly development and improvement of the surrounding properties.

4) **The exterior architectural appeal and functional plan of any proposed structure will not be at variance with either the exterior architectural appeal and functional plan, and scale of the structures already constructed or in the course of construction in the immediate neighborhood or in the character of the applicable district so as to result in a substantial or undue adverse effect on the neighborhood;**

   Analysis: Project plans do not include any exterior alterations to the building.

   Findings: The architectural appeal should not be in variance with other structures throughout the neighborhood. Any exterior improvements will require review by the Historic Preservation / Design Review Commission.

5) **Adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided;**

   Analysis: The respective area is an established area of the City.

   Findings: Utilities currently exist in this area.

6) **Adequate measures have been, or will be, taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;**

   Analysis: Parking will occur in a city parking lot located north of Crosby Avenue, as well as on the property behind the building under the same ownership. A total of 14 stalls exist behind the building. The distance from the apartment to the Crosby lot would be about 0.2 walking miles, or about a 5 minute walk.

   Findings: Staff feels that both parking locations would suffice the parking requirement, however, because there are more than enough stalls located behind the building staff would recommend denying the request for off-site parking. Employees and customers that utilize the first floor retail space can park in any one of the public lots nearby or along Main Street.

7) **The proposed use is not contrary to the objectives of any duly adopted land use plan for the City of Stevens Point, any of its components, and/or its environs.**

   Analysis: The proposed use is within the Central Business District. The intent of this district is to provide a single contiguous district encompassing the central business district or downtown area which will encourage primarily retail uses and a variety of supporting uses. This district is intended to help implement the community's specialized development goals and planning principles, for the CBD, particularly the development and maintenance of the downtown area as a specialized pedestrian-oriented shopping and community center.

   Findings: The proposed use is a supporting use within this district.

8) **The use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission.**

   Analysis: The lot and building exist. Any exterior improvements shall meet the zoning requirements for the district.

   Findings: This standard is met.

9) **The proposal will not result in an over-concentration of high density living facilities in one area so as to result in a substantial or undue adverse effect on the neighborhood, on the school system, and the social and protective services systems of the community.**

Analysis: The proposal is to increase the occupancy of second floor apartments by five. The total number of bedrooms would increase from eight to 12 for the entire building.

Findings: The proposal should not result in an over-concentration of high density living facilities. Our Comprehensive Plan calls for increased density in the downtown core, as well as the mixing of uses; this request accomplishes those goals. This standard is met.

10) **Principal - Applications for exclusive multifamily residential uses: The view from the street should maintain a residential character. The view should be dominated by the building and not by garages, parking, mechanical equipment, garbage containers, or other storage.**

N/A

11) **Access to the site shall be safe.**

Analysis: The establishment has adjacent off-street parking, with 14 parking stalls. Stalls are utilized by current apartment residents and first floor retail employees.

Findings: Parking to accommodate the increased occupancy is proposed to be located off-site. Staff recommends denying the off-site parking request as the parking requirement can be met using the property behind the building, under the same ownership.

12) **There shall be adequate utilities to serve the site.**

a. **The Public Works Director, Police Chief, and Fire Chief shall determine whether there is adequate sanitary sewer, potable water, storm drainage, street capacity, emergency access, public protection services, and other utilities to serve the proposed development. They shall review the plan to ensure safety and access for safety vehicles.**

Analysis: The property currently exists.

Findings: The floor plans submitted by the agent and applicant do not adequately show entrances/exists, windows, and fire escapes. Therefore, staff would recommend that second story floor plans be submitted by an architect or engineer prior to the issuance of the occupancy license.

13) **The privacy of the neighboring development and the proposed development shall be maintained as much as practical. Guidelines:**

a. **Mechanical equipment including refuse storage shall be screened from neighboring properties.**

Analysis: Refuse storage is stored behind the building.

Findings: All containers shall be screened from view.

b. **Lighting shall be located to minimize intrusion onto the neighboring properties.**

Analysis: No change in lighting is planned.

Findings: This standard is met.

c. **Sources of noise shall be located in a manner that minimizes impact to neighboring properties.**

Analysis: The use will be a multi-family type use.

Findings: The use should not cause significant noise levels.

14) **Principal - Applications for exclusive multifamily residential uses. Landscaping shall be provided or existing landscape elements shall be preserved to maintain a sense of residential character, define boundaries, and to enhance the sense of enclosure and privacy.**

N/A

Name and Address	Parcel #	Alt Parcel #	Land Use
Kurszewski Enterprises LLC 2410 Chestnut St Wisconsin Rapids, WI 54494	240832201803	240832201803	Store, Retail/Office(s)/Apt(s)
	Property Address		**Neighborhood**
	927-33 Main St		Cntrl Bus & 2nd St area(Comm)
	Subdivision		**Zoning**
Display Note	S E & Other Plat		B3-CENTRAL BUSINESS

OWNERSHIP HISTORY

Owner	Sale Date	Amount	Conveyance	Volume	Page	Sale Type
Kurszewski Enterprises LLC	1/3/2012	$350,000	Warranty Deed W/Add'L F	766122		Land & Build.
First National Bank	9/2/2011	$449,685	Sheriff Deed	761252		Land & Build.
LMC Properties LLC	4/22/2005	$430,000	Warranty Deed W/Add'L F	671571		Land & Build.
LMC Properties LLC	4/18/2005	$429,900	Warranty Deed W/Add'L F	671305		Land & Build.

SITE DATA

Actual Frontage	46.0
Effective Frontage	46.0
Effective Depth	132.0
Square Footage	6,072.0
Acreage	0.139

PERMITS

Date	Number	Amount	Purpose	Note
1/18/2012	12-0024	$5,000	020 Electrical	
1/18/2012	12-0024	$3,000	032 Furnace (HVAC)	
1/18/2012	12-0024	$8,000	066 Plumbing	
1/18/2012	12-0024	$10,000	042 Interior Renov/Re	partition walls
5/1/2006	33913	$150	066 Plumbing	add sinks
7/16/1998	27787	$2,000	004 Addition and Rem	Convert Office To Apt

2012 ASSESSED VALUE

Class	Land	Improvements	Total
B-Commercial	$40,100	$252,200	$292,300
Total	$40,100	$252,200	$292,300

LEGAL DESCRIPTION

E 46' OF LOT 3 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 671304-CERT 766122

PROPERTY IMAGE

PROPERTY SKETCH

Name and Address	Parcel #	Alt Parcel #	Land Use
Kurszewski Enterprises LLC 2410 Chestnut St Wisconsin Rapids, WI 54494	240832201803	240832201803	Store, Retail/Office(s)/Apt(s)
	Property Address		Neighborhood
	927-33 Main St		Cntrl Bus & 2nd St area(Comm)
	Subdivision		Zoning
Display Note	S E & Other Plat		B3-CENTRAL BUSINESS

BUILDING SUPERSTRUCTURE DATA

Bldg	Sec	Occupancy	Year	Area	Framing	Hgt
1	1	Store, Retail (C avg)	1880	6,072	Masonry - Avg	14
1	2	Office Bldg (C avg)	1880	1,518	Masonry - Avg	14
1	3	Apts (C avg)	1880	4,554	Masonry - Avg	14
Total Area				12,144		

BASEMENT DATA

Bldg	Sec	Adjustment Description	Area
1	1	Store, Retail - Unfin Bsmnt	3,072

COMPONENTS

Bldg	Sec	Component Description	Area

DETACHED IMPROVEMENTS

Structure	Year Built	Square Feet	Grade	Condition

SITE IMPROVEMENTS

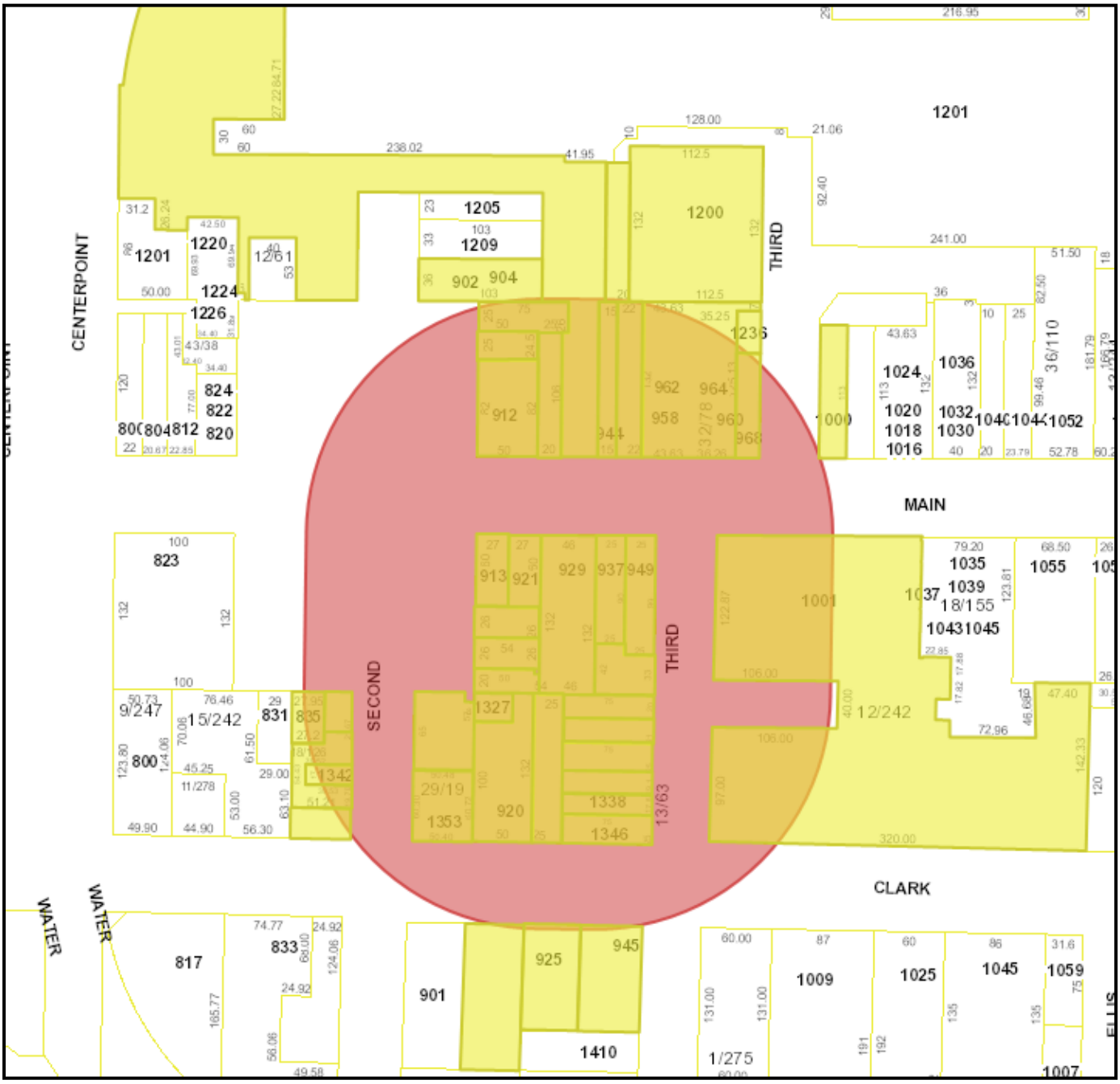
Site Improvement	Units

STRUCTURE DATA

Age	52
Year Built	1880
Eff. Year	1960
One Bedroom	2
Two Bedroom	1
Three Bedroom	
Total Units	3
Stories	2.00
Business Name	Retail Store w/ offices & apts ab

Information considered accurate but not guaranteed.

927-933 Main Street – Occupancy & Parking Conditional Use – Exhibit Map (200 Feet Boundary)



Tax Key	Property Address	Owner Name	Mailing Address	City & State	Zip
281240832201522	1200 THIRD CT	GANNETT MIDWEST PUBLISHING INC	7950 Jones Branch Drive	McLean VA	22107
281240832201524	1200 THIRD CT	GANNETT MIDWEST PUBLISHING INC	7950 Jones Branch Drive	McLean VA	22107
281240832201508	900 MAIN ST	LEDER PETER J & LINDA	2001 Green Tree Rd	Junction City WI	54443
281240832201509	1221 SECOND ST	BRILL MICHAEL J & CAROL	501 Walker Street	Stevens Point WI	54481
281240832201515	944 MAIN ST	BUTT ROBERT L & CARRIE L	1434 PLOVER HEIGHTS RD	STEVENS POINT WI	54481

281240832201516	944	MAIN	ST	BUTT	ROBERT L & CARRIE L	1434 PLOVER HEIGHTS RD	STEVENS POINT WI	54481
281240832201528	956	MAIN	ST	SCHERTZ	PROPERTIES LLC	1265 Main St Ste 104	Stevens Point WI	54481
281240832201527	1236	THIRD	CT	SCIARRONE FG &	MILANO ROSEMARY TRUST	2517 PRAIS ST	STEVENS POINT WI	54481
281240832202919	1000	MAIN	ST	SCHERTZ FAHRNER	LLC	1265 Main St Ste 104	Stevens Point WI	54481
281240832201510	1225	SECOND	ST	WALCZAK	JAMES R & SUSAN K	7060 Sixth Street	Stevens Point WI	54481
281240832201523	1200	THIRD	CT	GANNETT MIDWEST	PUBLISHING INC	7950 Jones Branch Drive	McLean VA	22107
281240832201526	968	MAIN	ST	SCIARRONE F & G	MILANO R C SURV TRST	2517 Prais St	Stevens Point WI	54481
281240832201529	912	MAIN	ST	HOJNACKI TROY	RETZKI DANIEL	P O Box 586	Stevens Point WI	54481
281240832201805	913	MAIN	ST	KESSENICH	T A LLC	425 Whitetail Way	Deerfield WI	53531
281240832201804	921	MAIN	ST	SIMKOWSKI SUSAN M	C/O MARIE SIMKOWSKI	8420 Phoenix Ave #232	Fort Smith AR	72903
281240832201803	927	MAIN	ST	KURSZEWSKI	ENTERPRISES LLC	2410 Chestnut St	Wisconsin Rapids WI	54494
281240832201802	937	MAIN	ST	M&C OF STEVENS	POINT LLC	1601 College Ave	Stevens Point WI	54481
281240832201801	949	MAIN	ST	M&C OF STEVENS	POINT LLC	1601 College Ave	Stevens Point WI	54481
281240832202651	1001	MAIN	ST	STEVENS POINT	CITY OF	1515 Strongs Avenue	Stevens Point WI	54481
281240832201806	1313	SECOND	ST	GASPER	JUSTIN M & JULIE B	1315 Second St	Stevens Point WI	54481
281240832201807	1317	SECOND	ST	LAZARE M ET AL	C/O LAZARE MYRON P	1317 Second St	Stevens Point WI	54481
281240832201823	1314	THIRD	ST	KURSZEWSKI	ENTERPRISES LLC	2410 Chestnut St	Wisconsin Rapids WI	54494
281240832201808	1321	SECOND	ST	WOBORIL	BRUCE D & STACIE M	710 Fourth St	Plover WI	54467
281240832201713	835	MAIN	ST	SCHERTZ	PROPERTIES LLC	1265 Main St Ste 104	Stevens Point WI	54481
281240832201714	1324	SECOND	ST	SCHERTZ	PROPERTIES LLC	1265 Main St Ste 104	Stevens Point WI	54481
281240832201810	1331	SECOND	ST	MOZUCH	JAMES B	1331 Second St	Stevens Point WI	54481
281240832201809	1327	SECOND	ST	CLAN 4 LLC		6120 West Valley Ct	Wisconsin Rapids WI	54494
281240832201815	920	CLARK	ST	MATTLIN JR	GEORGE J	920 Clark Street	Stevens Point WI	54481
281240832201816	920	CLARK	ST	MATTLIN JR	GEORGE J	920 Clark Street	Stevens Point WI	54481
281240832201822	0	THIRD	ST	KURSZEWSKI	ENTERPRISES LLC	2410 Chestnut St	Wisconsin Rapids WI	54494
281240832201821	0	THIRD	ST	KURSZEWSKI	ENTERPRISES LLC	2410 Chestnut St	Wisconsin Rapids WI	54494

281240832201715	1338	SECOND	ST	K 5 LTD	DBA THE CABIN	230 Black Forest Dr	Plover WI	54467
281240832201820	0	THIRD	ST	KURSZEWSKI	ENTERPRISES LLC	2410 Chestnut St	Wisconsin Rapids WI	54494
281240832201716	1342	SECOND	ST	GRABOSKI	JAMES L & MARY C	1342 Second St	Stevens Point WI	54481
281240832201825	1343	SECOND	ST	BUTTERFIELD	KENNETH D	1343 Second Street	Stevens Point WI	54481
281240832201819	0	THIRD	ST	CHECK TERRENCE J	HENKE LOIS G	5394 Glenwood Avenue	Stevens Point WI	54481
281240832201818	1338	THIRD	ST	HENKE LOIS G	CHECK TERRANCE J	1338 Third Street	Stevens Point WI	54481
281240832201705	0	CLARK	ST	K 5 LTD		230 Black Forest Dr	Plover WI	54467
281240832201817	1346	THIRD	ST	MALLICK	JOHN J	1346 Third St	Stevens Point WI	54481
281240832201903	0	CLARK	ST	MYERS	NORMAN A JR & MARILOU	200 Washington Ave	Stevens Point WI	54481
281240832201902	925	CLARK	ST	MYERS	NORMAN A JR & MARILOU	200 Washington Ave	Stevens Point WI	54481
281240832201901	945	CLARK	ST	WOLF	THOMAS J	945 Clark St	Stevens Point WI	54481
281240832202962	0	CENTER-POINT	DR	COMMUNITY	DEVELOPMENT AUTHORITY	1515 Strongs Ave	Stevens Point WI	54481

REQUEST TO CITY OF STEVENS POINT PLAN COMMISSION

ADDRESS OF PROPERTY: 933 MAIN ST, STEVENS PT

- ___ Zoning Ordinance Change
- ✓ Conditional Use Permit
- ___ Variance from Zoning Ordinance -Board of Appeals
- ___ Variance from Sign Ordinance
- ___ Appeal from Subdivision Requirements
- ___ Other

REQUESTED CHANGE: (State briefly what is being requested, and why).
CURRENTLY LICENSED FOR 8. 5 UNUSED BEDROOMS IN UNITS. REQUEST INCREASE TO 13 OCCUPANTS WITH REQUIRED MUNICIPAL PARKING PERMITS FOR ADDITIONAL 5.

OWNER/APPLICANT:

Name: RON KURSZEWSKI
Address: 2410 CHESTNUT ST
WI RAPIDS, WI 54481
(City, State, Zip Code)

Telephone:
Cell Phone: 715-340-7044

Signature

AGENT FOR OWNER/APPLICANT:

Name: JO MANVILLE
Address: 410 LINWOOD AVE
STEVENS POINT, WI
(City, State, Zip Code)

Telephone:
Cell Phone: 715-498-1111

Signature

Scheduled Date of Plan Commission Meeting: 10-1-12

Scheduled Date of Common Council Meeting: 10-15-12

You, as the applicant, or your agent, shall attend the meeting and present your request.

All requests with supporting documentation are due at
the Community Development Office **three weeks** prior to the actual meeting.

Fee schedule is on second page.

Receipt # 1-49400
9-5-12
$250

City of Stevens Point Multiple Dwelling License

License Number: 12-00060 - Expires: December 30, 2012

WHEREAS, the Building Inspector of the City of Stevens Point, Portage County, Wisconsin has upon application duly made, granted and authorized the issuance of a Multiple Dwelling License to:

Owner: Kurszewski Enterprises LLC
Address: 2410 Chestnut St, Wisconsin Rapids, WI 54494
Phone Number: (715) 498-1111

WHEREAS, the Owner/Applicant has designated the following person as his/her local agent:

Manager: J D Manville
Address: na, Stevens Point, WI 54481
Phone:

WHEREAS, this license is subject to all resolutions, ordinances, regulations and provisions as may be at any time imposed by the Building Inspector or any laws of the State of Wisconsin, and is subject to revocation as provided by law; and

WHEREAS, the said owner/applicant has paid the sum of $80.00 to the City Comptroller-Treasurer for such license in said Municipality for the period ending December 30, 2012;

License is hereby issued to said owner/applicant for the following described premises:

929 Main St.
Stevens Point, WI

Total Units: 4
Total Occupancy: 8
Parking Spaces: 6

The Stevens Point Housing Code prohibits any person from discriminating against any other person by impairing to any degree, access to any housing accommodations on the basis of race, color, religion, ancestry or national origin.

Given under my hand and corporate seal of the City of Stevens Point.

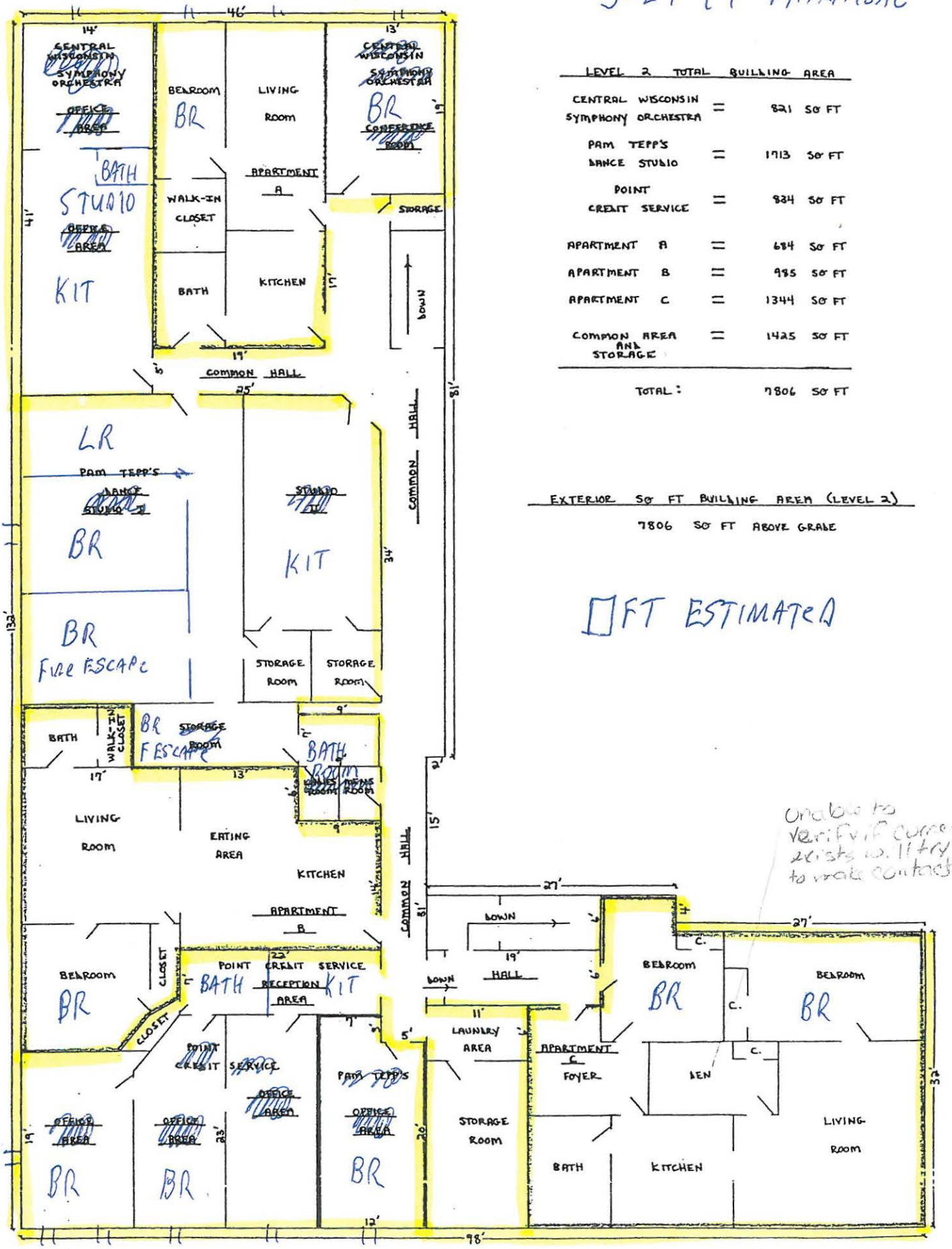
John Moe, City Clerk

(This license must be posted in a conspicuous place on the described premises)

933 MAIN ST

F 570 □FT

5-27-97 APPRAISAL



Unable to verify if currently exists. Will try to make contact.

LEVEL 2 TOTAL BUILDING AREA		
CENTRAL WISCONSIN SYMPHONY ORCHESTRA	=	821 SQ FT
PAM TEPP'S DANCE STUDIO	=	1713 SQ FT
POINT CREDIT SERVICE	=	834 SQ FT
APARTMENT A	=	684 SQ FT
APARTMENT B	=	985 SQ FT
APARTMENT C	=	1344 SQ FT
COMMON AREA AND STORAGE	=	1425 SQ FT
TOTAL:		7806 SQ FT

EXTERIOR SQ FT BUILDING AREA (LEVEL 2)

7806 SQ FT ABOVE GRADE

□FT ESTIMATED

E 574 □FT

C 1467 □FT

B 985 □FT

D 1059

A 1344 □FT

Memo

Michael Ostrowski, Director
Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Ph: (715) 346-1567 • Fax: (715) 346-1498
mostrowski@stevenspoint.com

City of Stevens Point – Department of Community Development

To: Plan Commission

From: Michael Ostrowski and Kyle Kearns

CC:

Date: 9/26/2012

Re: East Park Commerce Center Annexation and Establishing a Permanent Zoning Classification

At the last Special Plan Commission meeting on September 24, background information was provided describing the Wisconsin Economic Development Corporation's (WEDC) Certified Sites Program. To reiterate, options were drafted and approved for the purchase of 700+ acres of land, which fulfilled the requirement of the WEDC to have one single entity in control of the property in question.

Another requirement of the WEDC Site Certification Program is that the property be annexed and a zoning classification established (see attached petition for annexation). This memo reviews both the annexation request and permanent zoning.

In regards to annexation, there are basically six types:

- Annexation by Unanimous Approval
- Annexation by One-Half approval
- Annexation by Referendum
- Annexation by City or Village Initiated Referendum
- Annexation of Town Islands
- Annexation of Territory Owned by a City or Village

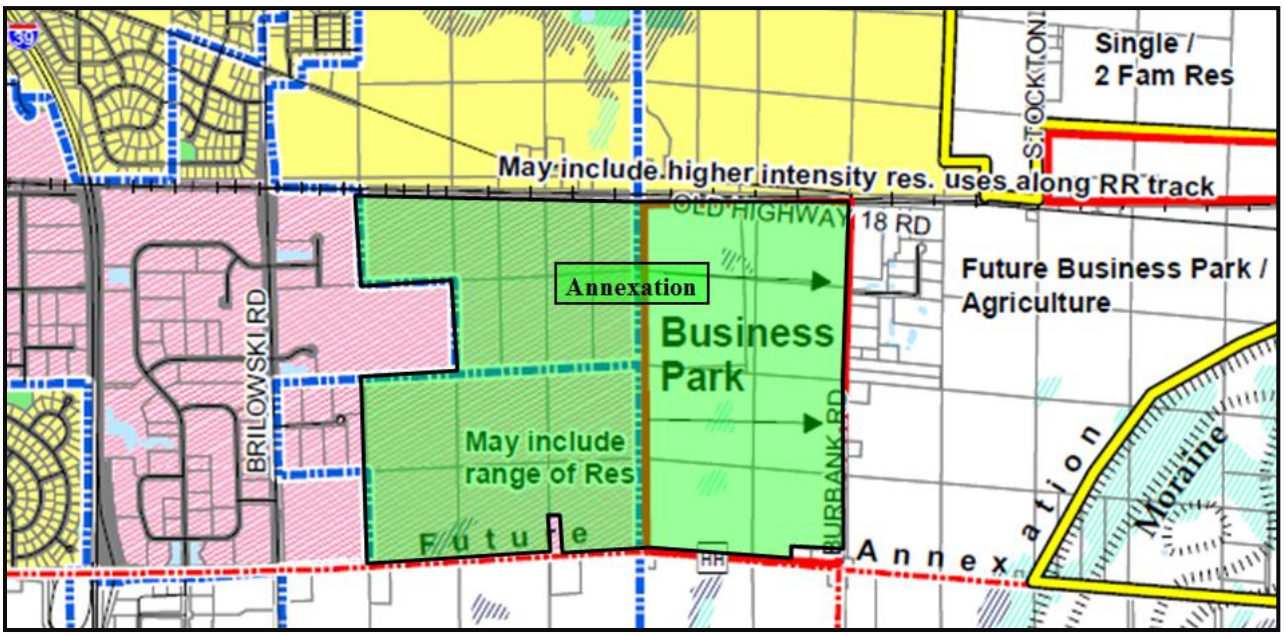
With this request, we are dealing with annexation by unanimous approval:

> ***66.0217(2) Direct annexation by unanimous approval.*** *Except as provided in this subsection and sub. (14), and subject to ss. 66.0301 (6) (d) and 66.0307 (7), if a petition for direct annexation signed by all of the electors residing in the territory and the owners of all of the real property in the territory is filed with the city or village clerk, and with the town clerk of the town or towns in which the territory is located, together with a scale map and a legal description of the property to be annexed, an annexation ordinance for the annexation of the territory may be enacted by a two-thirds vote of the elected members of the governing body of the city or village without compliance with the notice requirements of sub. (4). In an annexation under this subsection, subject to sub. (6), the person filing the petition with the city or village clerk and the town clerk shall, within 5 days of the filing, mail a copy of the scale map and a legal description of the territory to be annexed to the department and*

the governing body shall review the advice of the department, if any, before enacting the annexation ordinance. No territory may be annexed by a city or village under this subsection unless the territory to be annexed is contiguous to the annexing city or village.

See the attached Annexation Location Map.

The Extraterritorial Land Use Map of the Comprehensive Plan indicates this area to be annexed and developed as a business park district. The map below specifies the annexation area overlaid on the Extraterritorial Land Use map.

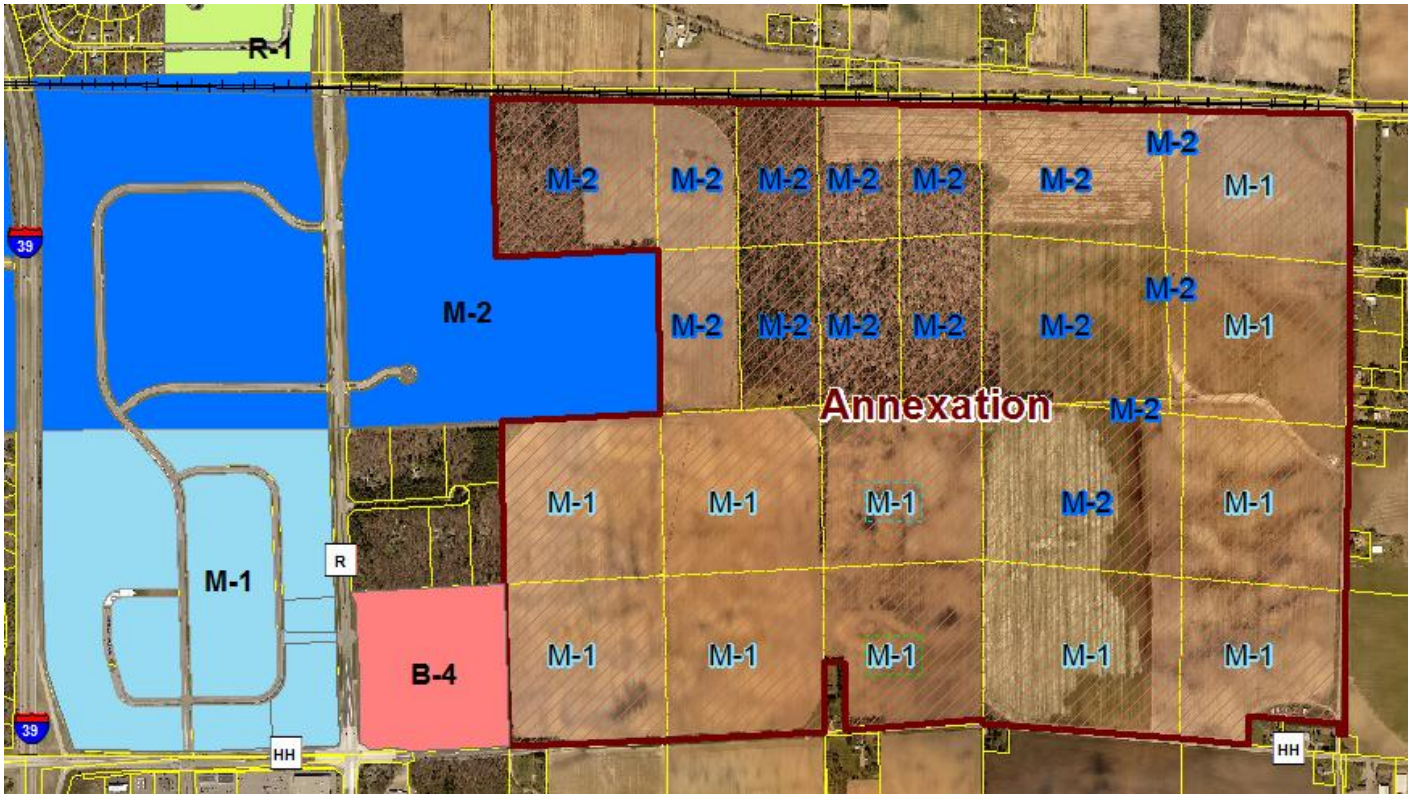


Comprehensive Plan - Extraterritorial Land Use Map - 2005 - Annexation Overlay

Wis. Stats. require the Plan Commission to make a recommendation to the governing body on annexation requests. In addition, our Zoning Ordinance requires the following for the zoning of property:

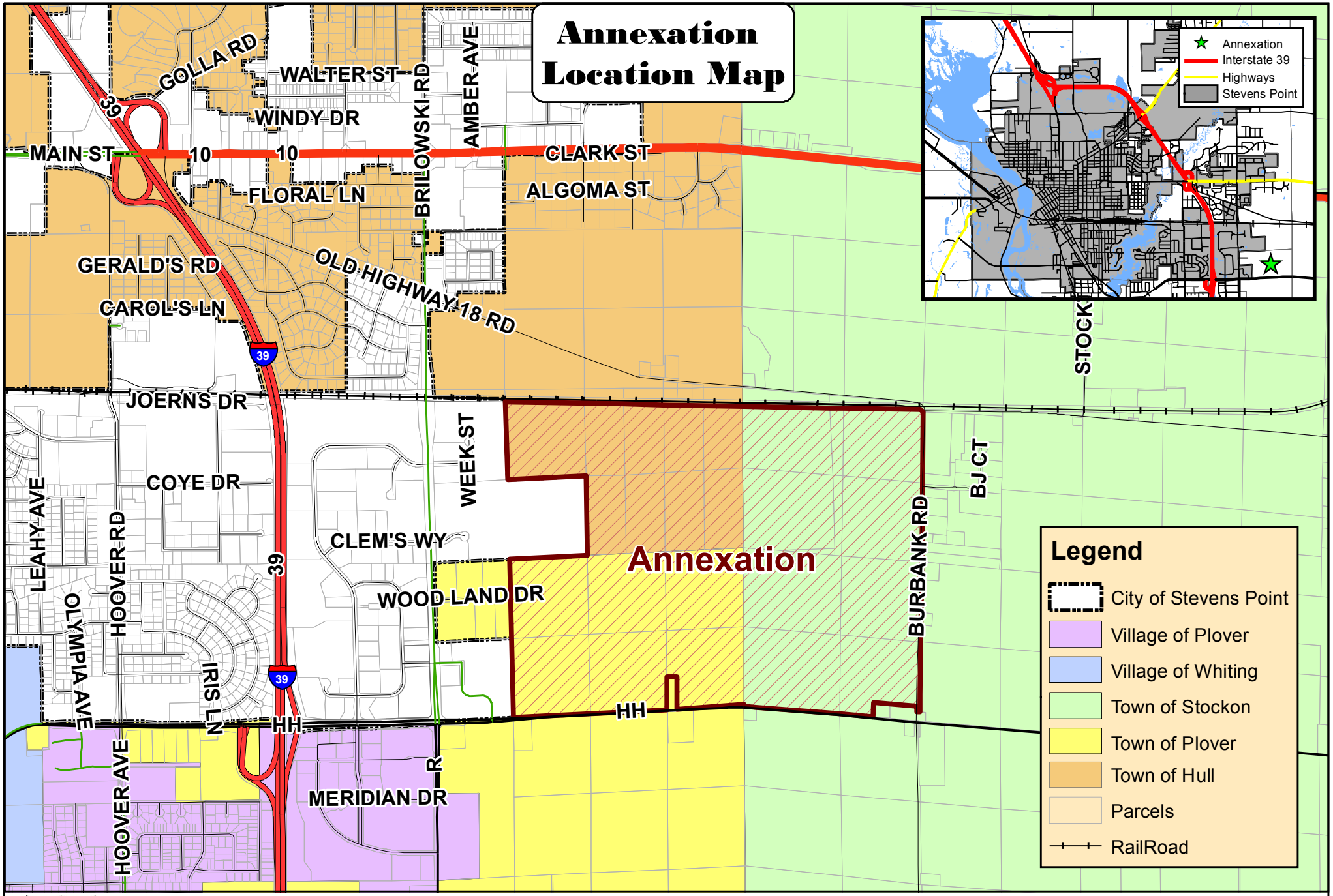
All territory annexed to the City of Stevens Point shall automatically become a part of the "R-1" Low Density Residence District until definite boundaries and zoning districts are recommended by the City Plan Commission and adopted by the Common Council; provided, however, that the Common Council shall adopt definite boundaries and district regulations within 90 days from the date of the annexation. The Plan Commission may recommend definite zoning districts and boundaries to the City Council prior to or at the time the Council acts on a proposed annexation, and may adopt definite boundaries at the time of annexation provided the public notice procedure is followed.

Given that the annexation is a direct annexation by unanimous approval, and furthers the objectives of the City's Comprehensive Plan, staff would recommend approval of the annexation, and would recommend that the property be zoned "M-1" Light Industrial and "M-2" Heavy Industrial District's as outlined in the map below. The zoning classification coincides with the directly adjacent property to the west. The proposed zoning furthermore matches that outlined within our comprehensive plan, as well as the majority of zoning established within the Portage County Business Park.



City of Stevens Point - Zoning Map: Proposed Zoning for East Park Commerce Center

Annexation Location Map



0 0.25 0.5 1 Miles

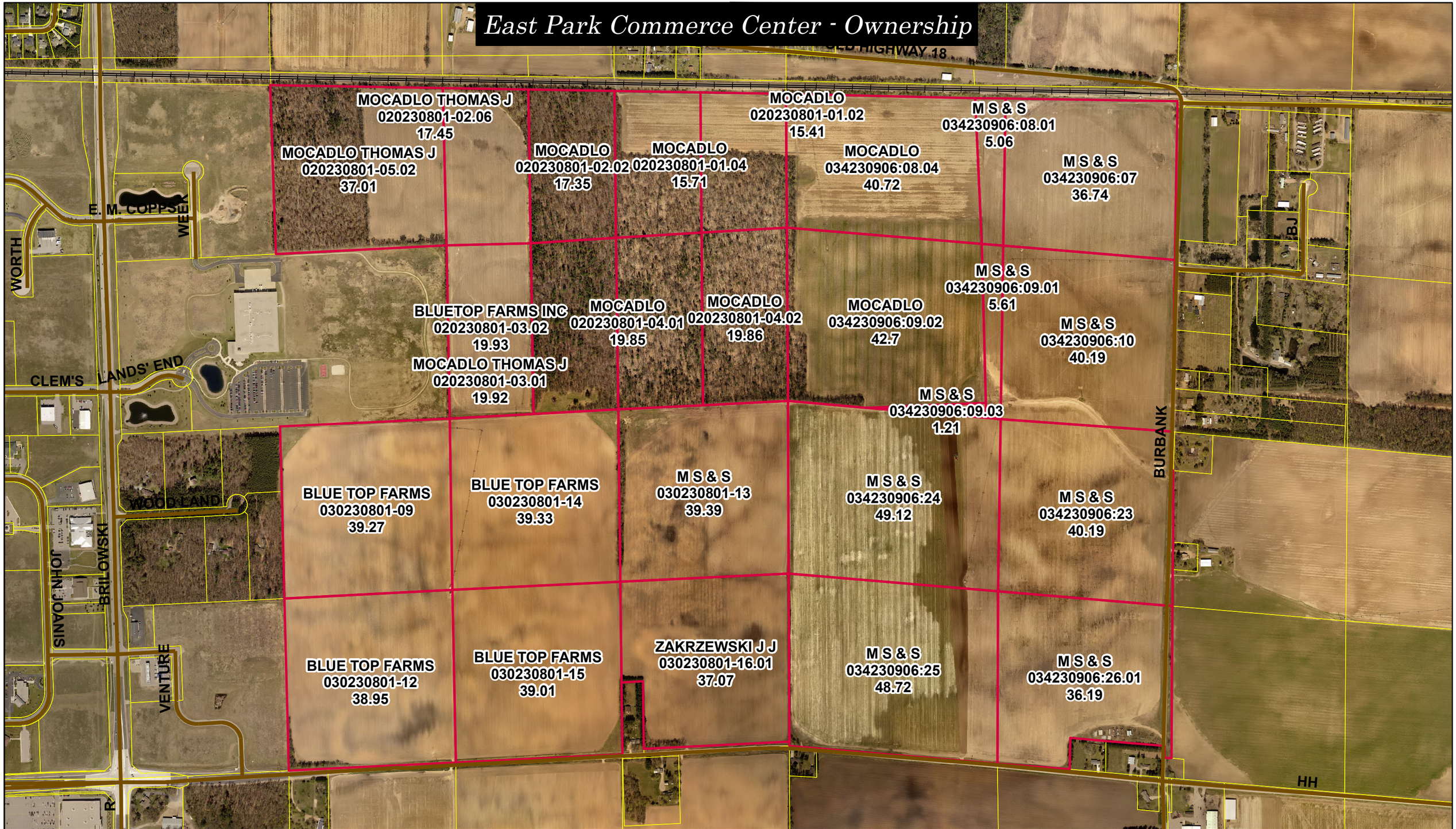
City of Stevens Point
Community Development Department

N

This map was compiled by the City of Stevens Point's Community Development Department for reference purposes only. The accuracy of this map is not guaranteed and the City makes no express or implied warranties of any type regarding this map. Furthermore, the City is not liable for any direct or indirect damages suffered related to the use of this map.

Date: 9/21/2012

East Park Commerce Center - Ownership



N

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Legend

- Roads
- RailRoad
- East Park Commerce Center Properties
- Property Lines

0 550 1,100 2,200 Feet

Creation Date: August 8, 2012
Aerial Photograph: April 2012

Request for Annexation Review

Wisconsin Department of Administration

Dept. of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison WI 53703

608-264-6102 Fax: 608-267-6917
wimunicipalboundaryreview@wi.gov

Petitioner Information

Name: Bill Scholfield

Address: 2231 Bryce Lane, Mosinee, WI 54455

Email: bill@scholfieldgroup.com

Office use only:

1. Town where property is located: Hull, Plover, and Stockton
2. Petitioned City or Village: City of Stevens Point
3. County where property is located Portage
4. Population of the territory to be annexed 0 (zero)
5. Area (in acres) of the territory to be annexed 775
6. Tax parcel number(s) of territory to be annexed See attached (if the territory is part or all of an existing parcel)

715-574-7007
Petitioner's phone #

715-344-8280 (Hull), 715-344-7684 (Plover), and 715-592-4728 (Stockton)
Town Clerk's phone #

715-346-1569
City/Village Clerk's phone #

Contact Information if different than petitioner:

Representative's Name and Address:

Bill Scholfield
2231 Bryce Lane
Mosinee, WI 54455

Phone 715-574-7007

E-mail bill@scholfieldgroup.com

Surveyor or Engineering Firm's Name and Address:

_____

_____

_____

Phone _____

E-mail _____

Required Items to be provided with submission (to be completed by petitioner):

1. Legal Description meeting the requirements of s.66.0217 (c) [see attached annexation guide]..... ☒
2. Map meeting the requirements of s. 66.0217 (g) [see attached annexation guide]..... ☒
3. Signed Petition or Notice of Intent to Circulate is included ..... ☒
4. Indicate Statutory annexation method used:
   - Unanimous per s. 66.0217 (2), or,..... ☒
   - Direct by one-half approval per s. 66.0217 (3)..... ☐
5. Check or money order covering review fee [see reverse for fee calculation] ..... ☒

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable acreage fee

Initial Filing Fee (required with the first submittal of the petition only)		$350.00
2 acres or less	$200	
2.01 acres or more	$350	

Acreage Fee.....		$4,000.00
2 acres or less.....	$200	
2.01 to 10 acres.....	$600	
10.01 to 50 acres.....	$800	
50.01 to 100 acres.....	$1,000	
100.01 to 200 acres.....	$1,400	
200.01 to 500 acres.....	$2,000	
Over 500 acres.....	$4,000	

TOTAL FEE DUE (Add the Filing Fee to the Acreage Fee)..... $4,350.00

Attach check or money order here, payable to: **Department of Administration**

THE DEPARTMENT WILL NOT PROCESS AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED BY THE REQUIRED FEE.

THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594

Department of Community Development
Ph: (715) 346-1567
Fax: (715) 346-1498

Petition for Direct Annexation by Unanimous Approval

(Pursuant to Section 66.0217(2) Wis. Stats.)

To: The Mayor and Common Council of the City of Stevens Point, Wisconsin

We, the undersigned, constituting all of the owners and electors of the following described territory proposed for annexation to the City of Stevens Point, petition the Mayor and Common Council of the City to annex in accordance with Section 66.0217, Wis. Stats. to the City of Stevens Point, Portage County, Wisconsin the territory described below presently located in the **Town(s) of Hull, Plover, and Stockton**, Portage County Wisconsin. We, the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexations, incorporation, or consolidation proceeding, if any.

Description of Territory: Please see attached legal description.

The territory to be annexed is contiguous to the City of Stevens Point.

The current population of the territory to be annexed is **0 (zero)**.

All territory proposed to be annexed is located in Portage County, Wisconsin.

A copy of a scale map showing the area proposed for annexation, along with a legal description, if not located above, is/are attached hereto and incorporated by reference.

Signature of Petitioner	Printed Name	Address	Date	Status
Jennie Mocadlo	Jennie Mocadlo	5931 Old Hwy 18 Stevens Point, WI 54482		[X] Owner [ ] Elector [ ] Both
Margaret A Jakusz	Margaret A. Jakusz	5896 Old Hwy 18 Stevens Point, WI 54482		[X] Owner [ ] Elector [ ] Both
[illegible]	Thomas J. Mocadlo	6006 Old Hwy 18 Stevens Point, WI 54482		[X] Owner [ ] Elector [ ] Both
Rosemary Gagas	Rosemary Gagas	929 Cty Road K Custer, WI 54423		[X] Owner [ ] Elector [ ] Both
[illegible]	Leonard C. Mocadlo	5888 Old Hwy 18 Stevens Point, WI 54482		[X] Owner [ ] Elector [ ] Both

	Bernard J. Mocadlo	5823 Old Hwy 18 Stevens Point, WI 54482		[X] Owner [ ] Elector [ ] Both
	Anthony P. Mocadlo	7071 Lucht Road Amherst, WI 54406		[X] Owner [ ] Elector [ ] Both
	Sandra M. Mocadlo	6006 Old Hwy 18 Stevens Point, WI 54482		[X] Owner [ ] Elector [ ] Both
	Leo Mocadlo, Jr.	467 Shady Lane Wisconsin Rapids, WI 54494		[X] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594

Department of Community Development
Ph: (715) 346-1567
Fax: (715) 346-1498

Petition for Direct Annexation by Unanimous Approval

(Pursuant to Section 66.0217(2) Wis. Stats.)

To: The Mayor and Common Council of the City of Stevens Point, Wisconsin

We, the undersigned, constituting all of the owners and electors of the following described territory proposed for annexation to the City of Stevens Point, petition the Mayor and Common Council of the City to annex in accordance with Section 66.0217, Wis. Stats. to the City of Stevens Point, Portage County, Wisconsin the territory described below presently located in the **Town(s) of Hull, Plover, and Stockton**, Portage County Wisconsin. We, the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexations, incorporation, or consolidation proceeding, if any.

Description of Territory: Please see attached legal description.

The territory to be annexed is contiguous to the City of Stevens Point.

The current population of the territory to be annexed is **0 (zero)**.

All territory proposed to be annexed is located in Portage County, Wisconsin.

A copy of a scale map showing the area proposed for annexation, along with a legal description, if not located above, is/are attached hereto and incorporated by reference.

Signature of Petitioner	Printed Name	Address	Date	Status
J James Zakrzewski	Blue Top Farms, Inc. J. James Zakrzewski President	5613 County Road HH Stevens Point, WI 54482		[X] Owner [ ] Elector [ ] Both
J James Zakrzewski	J. James Zakrzewski	5613 County Road HH Stevens Point, WI 54482		[X] Owner [ ] Elector [ ] Both
Delores Zakrzewski	Delores Zakrzewski	5613 County Road HH Stevens Point, WI 54482		[X] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both

INFORMAL ACTION RESOLUTION IN LIEU OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS

The undersigned, being all of the directors of Blue Top Farms, Inc., a Wisconsin Corporation, do, pursuant to Section 180.0821, Wisconsin Statutes, hereby waive the holding of a special meeting of the directors of the Corporation and do hereby consent in writing to the following resolutions and corporate action, to-wit:

WHEREAS, the Board of Directors wish to approve entering into an Option Agreement with the City of Stevens Point (or its assigns) covering the following described property:

Owner	Tax Parcel Number	Number of Acres
Blue Top Farms, Inc.	030230801-12	38.95
Blue Top Farms, Inc.	030230801-09	39.27
Blue Top Farms, Inc.	030230801-15	39.01
Blue Top Farms, Inc.	030230801-14	39.33
Blue Top Farms, Inc.	020230801-03.02	19.93

WHEREAS, simultaneous with executing the Option Agreement, the Board of Directors desire to approve the preparation and filing of a petition with the City of Stevens Point for annexation of the property into the City.

BE IT RESOLVED, the Board of Directors does hereby approve entering into an Option Agreement for the property upon such terms and conditions as negotiated by J. James Zakrzewski, in his capacity as President of the Corporation. Further, J. James Zakrzewski is hereby authorized and directed to execute any and all documents as may be necessary to effectuate the Option Agreement.

BE IT FURTHER RESOLVED, that the Board of Directors does hereby approve preparation and filing of a petition for annexation of the property into the City of Stevens Point. The Board of Directors does hereby authorize and direct J. James Zakrzewski, in his capacity as President of the Corporation, to execute any and all documents to effectuate the annexation of the property into the City of Stevens Point.

That this action is taken by all of the directors of the Corporation for the purpose of eliminating the calling of a special meeting of the directors.

Dated this 21 day of September, 2012.

J. James Zakrzewski – Director

Delores Zakrzewski - Director

RAF:lw 395125 25,092

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594

Department of Community Development
Ph: (715) 346-1567
Fax: (715) 346-1498

Petition for Direct Annexation by Unanimous Approval

(Pursuant to Section 66.0217(2) Wis. Stats.)

To: The Mayor and Common Council of the City of Stevens Point, Wisconsin

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Description of Territory: Please see attached legal description.

The undersigned Petitioner's property is described on Exhibit C attached hereto ("Subject Property"). The Subject Property lies within the aggregate territory to be annexed (described on Exhibit A and referred to as the "Annexation Territory"). As a component of the Annexation Territory, the Subject Property is contiguous to the City of Stevens Point.

The current population of the Annexation Territory to be annexed is **0 (zero)**.

All of the Annexation Territory proposed to be annexed is located in Portage County, Wisconsin.

A copy of a scale map showing the area proposed for annexation (including the Subject Property), along with a legal description, if not located above, is/are attached hereto and incorporated by reference as Exhibits A and B.

Signature of Petitioner	Printed Name	Address	Date	Status
Myron M. Sak	MS&S Enterprises Limited Partnership	6213 Cty. Hwy. HH Stevens Point, WI 54482		[x] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both
				[ ] Owner [ ] Elector [ ] Both

EXHIBIT 'A'

ANNEXATION DESCRIPTION

EAST PARK COMMERCE CENTER

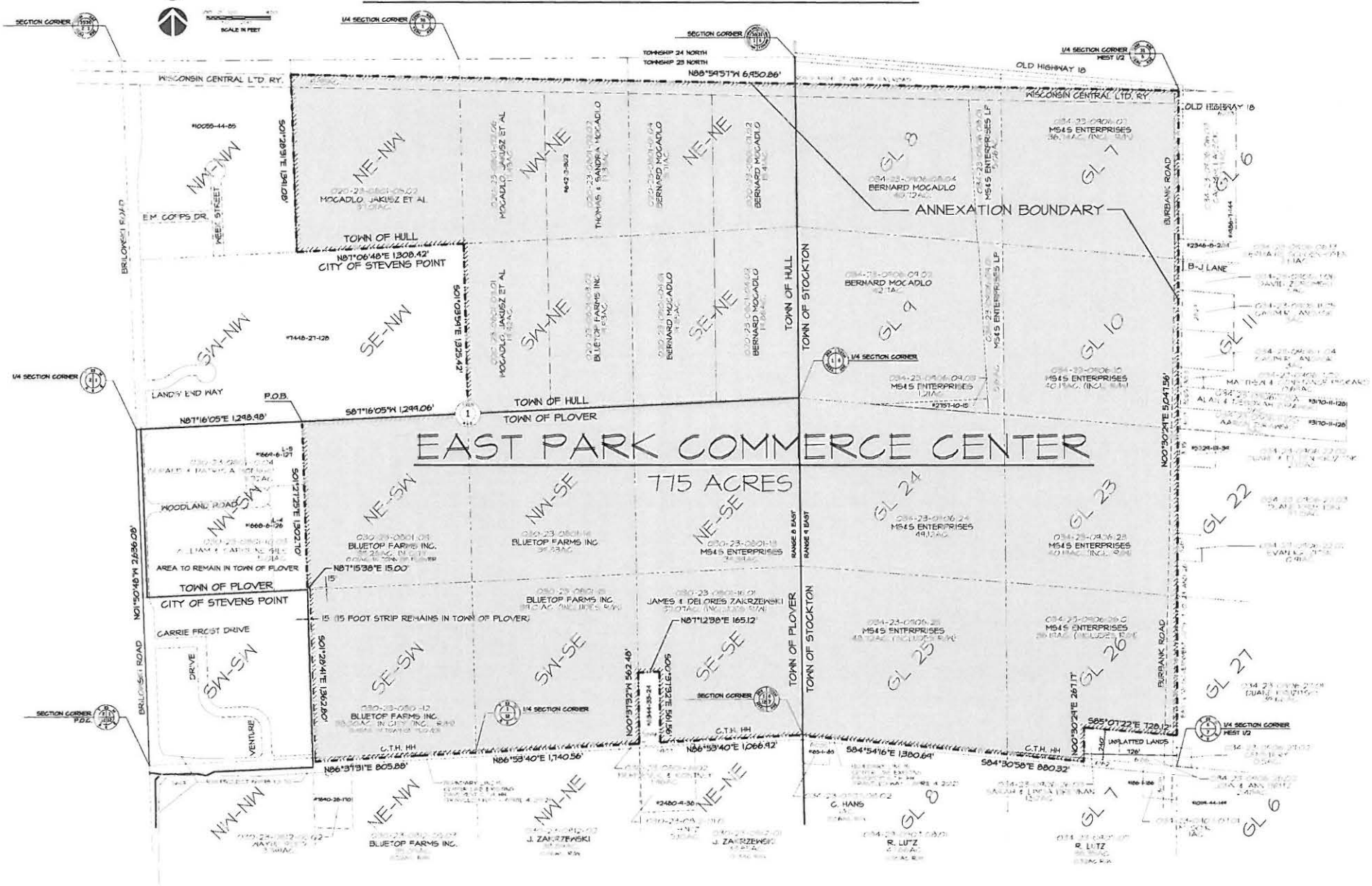
That part of the Northeast Fractional Quarter of the Northwest Quarter and the Northeast Fractional Quarter of Section 1, Township 23 North, Range 8 East, **Town of Hull**, the Northeast Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, and the Southeast Quarter of Section 1 and part of the Northeast Quarter of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter of Section 12, Township 23 North, Range 8 East, **Town of Plover**, and that part of Government Lots 6,7,8,9,10,11,22,23,24,25, and 26 of Section 6, and Government Lots 7 and 8 of Section 7, all in Township 23 North, Range 9 East, **Town of Stockton**, all in Portage County, State of Wisconsin described as follows:

Commencing at the southwest corner of said Section 1; thence North 01 degree 50 minutes 48 seconds West along the west line of said Section 1 a distance of 2,636.08 feet to the west quarter corner of said Section 1; thence North 87 degrees 16 minutes 05 seconds East along the north line of the Northwest Quarter of the Southwest Quarter of said Section 1 a distance of 1,298.98 feet to the northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 1and the **point of beginning** of this annexation; thence South 01 degree 21 minutes 25 seconds East along the west line of said Northeast Quarter of the Southwest Quarter 1,302.70 feet to a line 15.00 feet north of and parallel with the south line of said Northeast Quarter of the Southwest Quarter; thence North 87 degrees 15 minutes 38 seconds East along said parallel line 15.00 feet; thence South 01 degree 28 minutes 41 seconds East on a line 15 feet east of and parallel with said west line of the Southeast Quarter of the Southwest Quarter of Section 1and its southerly extension 1,362.80 feet to the center line of the traveled way(centerline of pavement April 4, 2012) of County Trunk Highway HH (C.T.H. HH); thence North 86 degrees 37 minutes 31 seconds East along said traveled way 805.88 feet; thence continuing North 86 degrees 53 minutes 40 seconds East along said traveled way 1,740.56 feet to its intersection with the southerly extension of the west line of Lot 1 of Portage County Certified Survey Map Number 8344-33-24; thence North 00 degree 37 minutes 32 seconds West along said west line 562.48 feet to the northwest corner of said Lot 1; thence North 87 degrees 12 minutes 38 seconds East along the north line of said Lot 1 a distance of 165.12 feet; thence South 00 degree 37 minutes 32 seconds East along the east line of said Lot 1 and its southerly extension 561.56 feet to its intersection with said center line of the traveled way of C.T.H. HH; thence North 86 degrees 53 minutes 40 seconds East along said traveled way 1,066.92 feet;

thence continuing South 84 degrees 54 minutes 16 seconds East along said traveled way 1,380.69 feet; thence continuing South 84 degrees 30 minutes 58 seconds East along said traveled way 880.32 feet to its intersection with the southerly extension of the west line of the east 726 feet of Government Lot 26 of said Section 6, Township 23 North, Range 9 East; thence North 00 degree 30 minutes 29 seconds East along said west line 267.17 feet to its intersection with the north line of the south 240 feet of said Government Lot 26; thence South 85 degrees 07 minutes 22 seconds East along said north line 728.12 feet to its intersection with the east line of Government Lot 26, Township 23 North, Range 8 East; thence North 00 degree 30 minutes 29 seconds East along said east line and the east line of Government Lots 23, 10 and 7 in said township and range 5,047.56 feet to its intersection with the north right of way line of the Wisconsin Central Limited Railway (part of the Canadian National Railway); thence North 88 degrees 59 minutes 57 seconds West along said north right of way line 6,950.86 feet to its intersection with the west line of the Northeast Fractional Quarter of the Northwest Quarter of Section 1, Township 23 North, Range 8 East; thence South 01 degree 28 minutes 31 seconds East along said west line 1,391.08 feet to its southwest corner; thence North 87 degrees 06 minutes 48 seconds East along the south line of said Northeast Fractional Quarter of the Northwest Quarter 1,308.42 feet to the northwest corner of the Southwest Quarter of the Northeast Quarter; thence South 01 degree 03 minutes 59 seconds East along the west line of said Southwest Quarter of the Northeast Quarter 1,325.42 feet to the northeast corner of said Northeast Quarter of the Southwest Quarter; thence South 87 degrees 16 minutes 05 seconds West along the north line of said Northeast Quarter of the Southwest quarter 1,299.06 feet to the northwest corner of said Northeast Quarter of the Southwest Quarter of Section 1and the point of beginning and there terminating.

Said annexation contains approximately 775 acres.

SCHEDULE OF LANDS



SCHEDULE OF LANDS

EAST PARK COMMERCE CENTER ANNEXATION

TOWN PARCEL ID	NAME ON MAP	ACREAGE IN CITY	COMMENTS		
020-23-0801-05.02	MOCADLO Thomas Et al	37.01	JAKUSZ, Margaret		
020-23-0801-02.06	MOCADLO Thomas Et al	17.45	JAKUSZ, Margaret		
020-23-0801-02.02	MOCADLO Thomas & Sandra	17.35			
020-23-0801-01.04	MOCADLO, Bernard	15.71			
020-23-0801-01.02	MOCADLO, Bernard	15.41			
020-23-0801-03.01	MOCADLO Thomas Et al	19.92	JAKUSZ, Margaret		
020-23-0801-03.02	BLUETOP FARMS, INC.	19.93	James Zakrzewski		
020-23-0801-04.01	MOCADLO, Bernard	19.85			
020-23-0801-04.02	MOCADLO, Bernard	19.86			
030-23-0801-13	MS&S ENTERPRISES	39.39	Myron Soik		
030-23-0801-16.02	BEMBENEK, Royal & Kathryn	0.00	Not Annexed		
030-23-0812-05.02	REED, Wayne	0.00	Not Annexed		
030-23-0812-05.03	BLUETOP FARMS, INC.	0.52	Annexed R/W CTH HH		
030-23-0812-02	ZAKRZEWSKI, James & Delores	0.46	Annexed R/W CTH HH		
030-23-0812-01	ZAKRZEWSKI, James & Delores	0.14	Annexed R/W CTH HH		
030-23-0812-01.01	HINTZ T.	0.00	Not Annexed		
030-23-0801-16.01	ZAKRZEWSKI, James & Delores	37.07			
030-23-0801-15	BLUETOP FARMS, INC.	39.01	James Zakrzewski		
030-23-0801-14	BLUETOP FARMS, INC.	39.33	James Zakrzewski		
030-23-0801-09	BLUETOP FARMS, INC.	39.26	James Zakrzewski		
030-23-0801-12	BLUETOP FARMS, INC.	38.50	James Zakrzewski		
034-23-0907:08.02	HANS, Craig & Jenny	0.06	Annexed R/W CTH HH		
034-23-0907:08.01	LUTZ, Ronald	0.50	Annexed R/W CTH HH		
034-23-0906:26.03	BRENNAN Sarah & Linda	0.00	Not Annexed		
034-23-0906:26.02	BRITZ John & Ann	0.00	Not Annexed		
034-23-0907:07	LUTZ, Ronald	0.32	Annexed R/W CTH HH		
034-23-0906:27.01	KRUZITSKI Duane	0.00	Not Annexed		
034-23-0906:22.01	KRUZITSKI Evan	0.00	Not Annexed		
034-23-0906:08.01	MS&S ENTERPRISES	5.06	Myron Soik		
034-23-0906:08.04	MOCADLO, Bernard	40.72			
034-23-0906:07	MS&S ENTERPRISES	36.74	Myron Soik		
034-23-0906:06.03	LASECKI, Casimir & B.	0.00	Not Annexed		
034-23-0906:11.01A	ZURAWSKI, Alan & Deborah	0.00	Not Annexed		
034-23-0906:11.01B	ZURAWSKI, Aaron	0.00	Not Annexed		
034-23-0906:11.02	PICKARD, Matthew & Constance	0.00	Not Annexed		
034-23-0906:11.04	JANOWSKI, Casimir & M.	0.00	Not Annexed		
034-23-0906:11.05	JANOWSKI, Casimir & M.	0.00	Not Annexed		
034-23-0906:06.13	SCHOENHOFEN, Germaine	0.00	Not Annexed		
034-23-0906:11.06	ZOROMSKI, David & K.	0.00	Not Annexed		
034-23-0906:09.03	MS&S ENTERPRISES	1.21	Myron Soik		
034-23-0906:09.01	MS&S ENTERPRISES	5.61	Myron Soik		
034-23-0906:10	MS&S ENTERPRISES	40.19	Myron Soik		
034-23-0906:09.02	MOCADLO, Bernard	42.70			
034-23-0906:24	MS&S ENTERPRISES	49.12	Myron Soik		
034-23-0906:23	MS&S ENTERPRISES	40.19	Myron Soik		
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034-23-0906:25	MS&S ENTERPRISES	48.72	Myron Soik		
	Wisconsin Central Ltd. Ry. (CN)	15.95	Annexed RR R/W		
		779.45	Assessment acreage + R/W (as mapped)		
020=Town of Hull		775.8	Surveyed Boundary		
030=Town of Plover					
034=Town of Stockton					
	=Petitioners				9/21/2012

EXHIBIT 'B'
ANNEXATION MAP

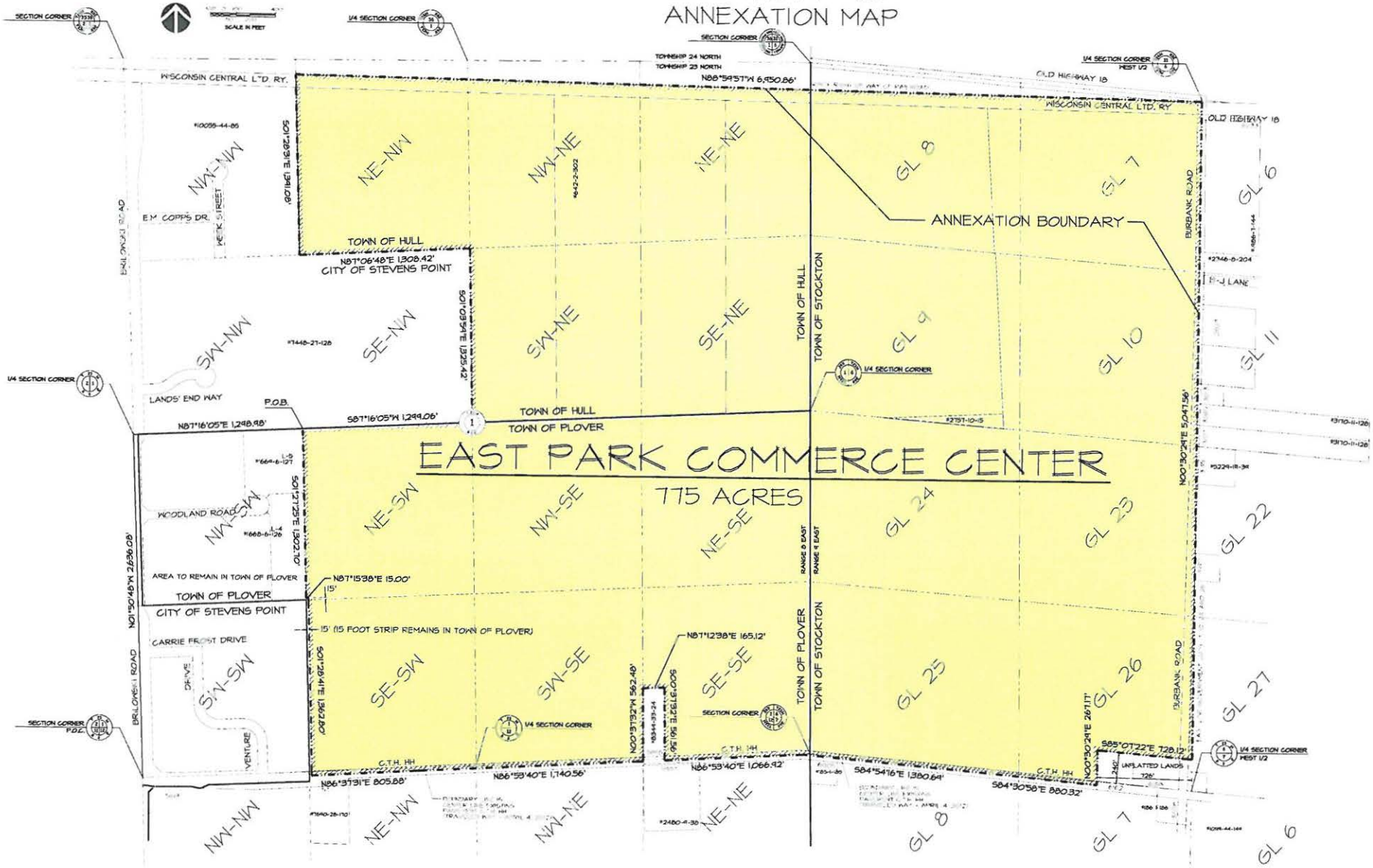
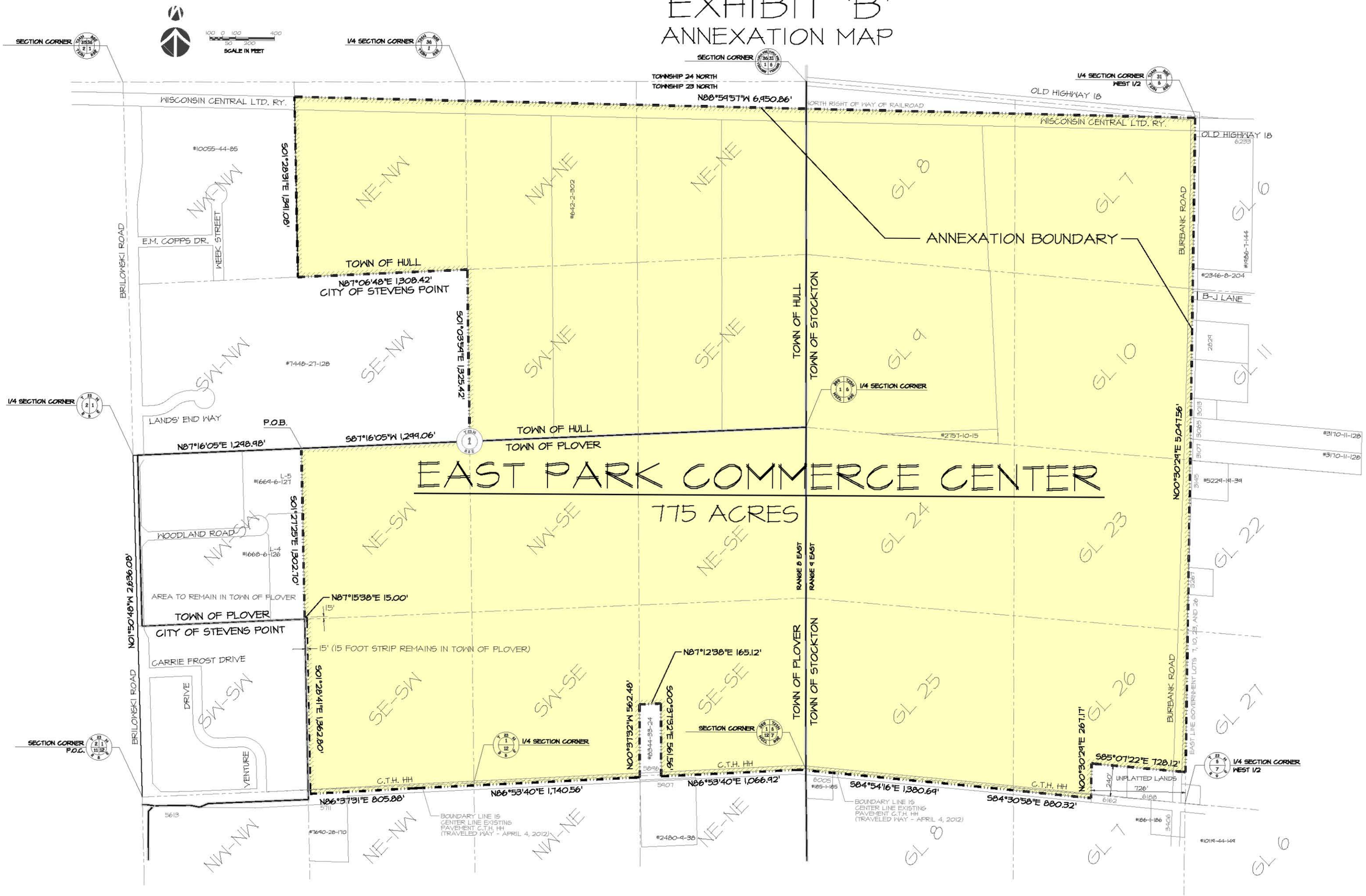
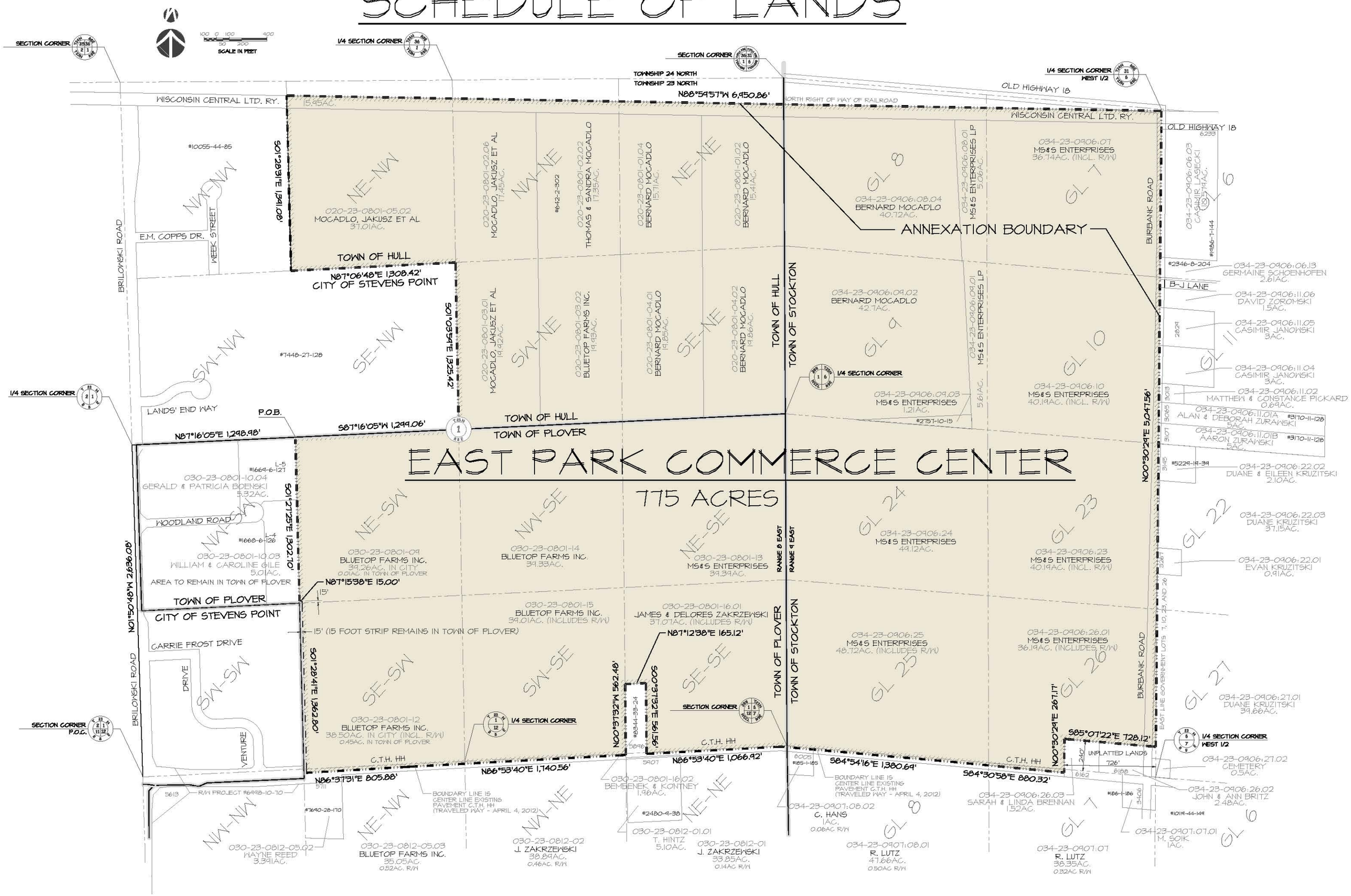


EXHIBIT 'B'
ANNEXATION MAP



SCHEDULE OF LANDS



SCHEDULE OF LANDS					
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030-23-0801-14	BLUETOP FARMS, INC.	39.33	James Zakrzewski		
030-23-0801-09	BLUETOP FARMS, INC.	39.26	James Zakrzewski		
030-23-0801-12	BLUETOP FARMS, INC.	38.50	James Zakrzewski		
034-23-0907:08.02	HANS, Craig & Jenny	0.06	Annexed R/W CTH HH		
034-23-0907:08.01	LUTZ, Ronald	0.50	Annexed R/W CTH HH		
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034-23-0906:11.04	JANOWSKI, Casimir & M.	0.00	Not Annexed		
034-23-0906:11.05	JANOWSKI, Casimir & M.	0.00	Not Annexed		
034-23-0906:06.13	SCHOENHOFEN, Germaine	0.00	Not Annexed		
034-23-0906:11.06	ZOROMSKI, David & K.	0.00	Not Annexed		
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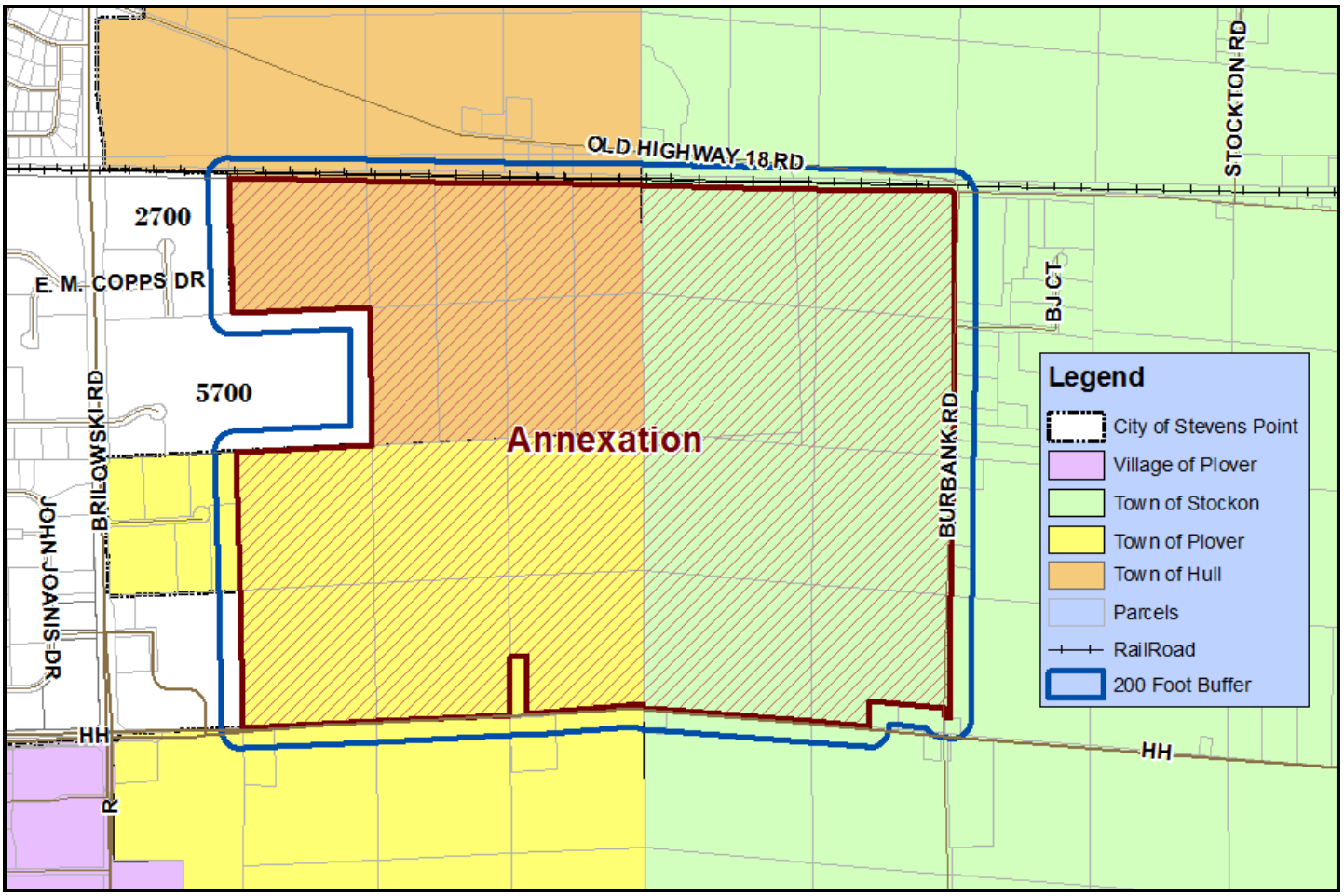
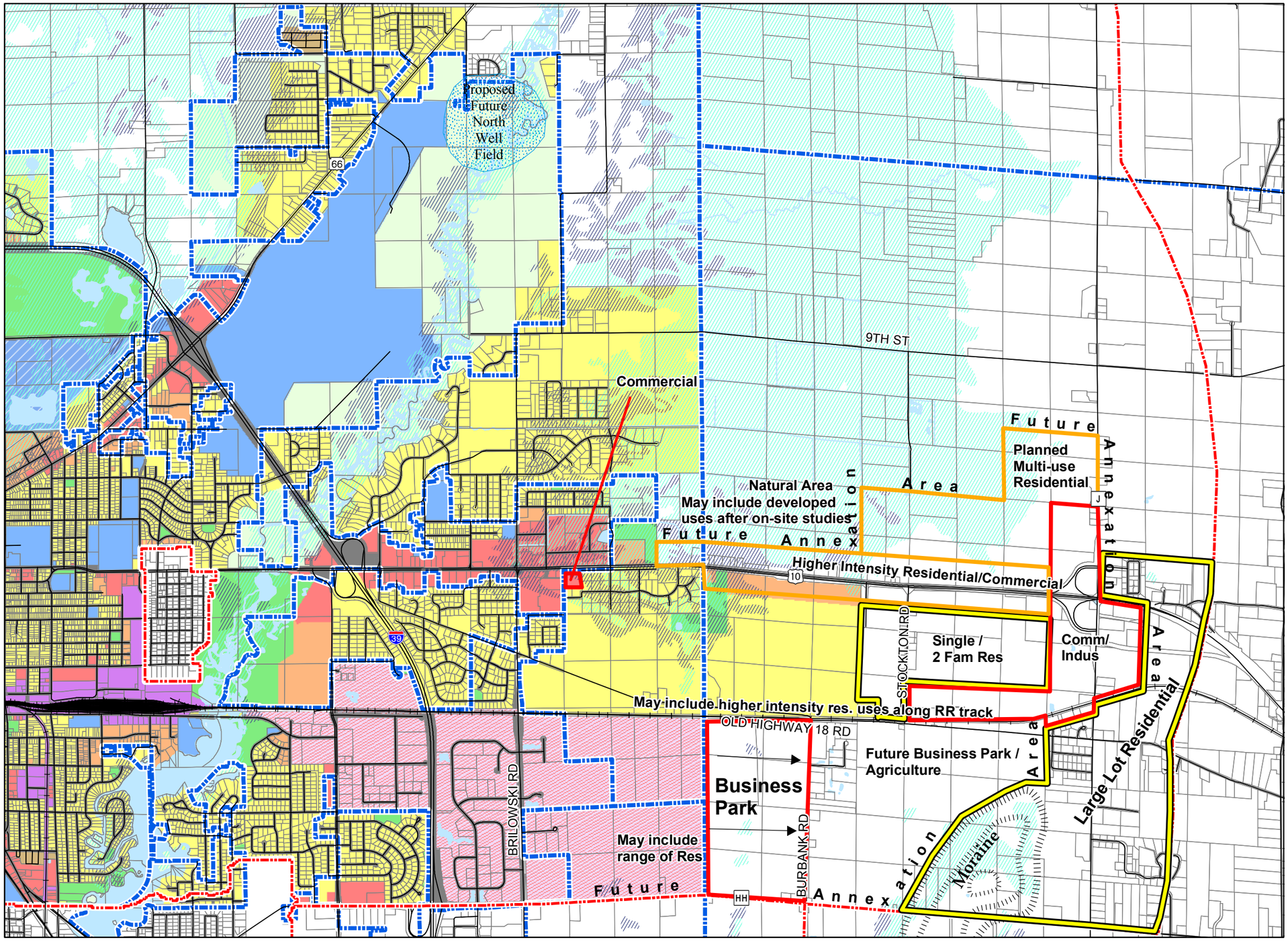
		779.45	Assessment acreage + R/W (as mapped)		
020=Town of Hull		775.8	Surveyed Boundary		
030=Town of Plover					
034=Town of Stockton					
	=Petitioners				9/21/2012

East Park Commerce Center – Annexation & Rezoning to 'M-2' Heavy Industrial District – Exhibit Map (200 Feet Boundary)



TaxKey	Property Address	Owner Name	Mailing Address	City	State	Zip Code
281230801220004	2700 Week St.	City of Stevens Point	1515 Strongs Ave	Stevens Point	WI	54481
230801220005	0 Week St	Portage County	1462 Strongs Ave	Stevens Point	WI	54481
281230801230001	5700 Lands' End Way	Lands' End Inc	3333 Beverly Rd	Hoffman Estates	IL	60179
230801300001	0 Brilowski Rd / County Road HH	54481 Development LLC	700 N Water St Ste 400	Milwaukee	WI	53202

Map 8.7B Extraterritorial Land Use



Future Land Use

- Residential
- Multi-family (3+ units)
- Mobile Home Park
- Commercial / Office
- Office / Multi-Family
- Downtown District
- Business Park District
- Institutional / Government
- UWSP
- Industry
- Park
- Not Developable / Restrictive Ownership
- Vacant
- Road Right-of-Way
- Water Bodies
- Municipal Boundary
- Extraterritorial Boundary

Depth to Groundwater

- 0 - 3 feet
- 3 - 5 feet

N W E S

0 0.25 0.5 1 Miles

Source: City of Stevens Point (2005)
Portage County Planning & Zoning (2005)

Adopted: June 19, 2006

City of Stevens Point Comprehensive Plan

Portage County
Planning & Zoning
1462 Strongs Ave.
Stevens Point, WI 54481

Memo

Michael Ostrowski, Director
Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Ph: (715) 346-1567 • Fax: (715) 346-1498
mostrowski@stevenspoint.com

City of Stevens Point – Department of Community Development

To: Plan Commission

From: Michael Ostrowski and Kyle Kearns

CC:

Date: 9/26/2012

Re: Ordinance Amendment – allow for a lesser setback for schools, churches, community or senior centers, and hospitals, through the conditional use process, within the R-3 Single Family and Two Family Residence District

Ministry Saint Michael's Hospital has recently identified the need to expand and enclose their emergency / drop off canopy entrance on the east side of the hospital, along Illinois Avenue. Patients that are rushed to the hospital via ambulance are exposed to the elements when patients are moved into the facility. Additionally, they are visible to the bystanders that are drawn towards the flashing lights and sirens of the ambulance. Maintaining privacy and comfort of the patient is of high priority to Ministry Saint Michael's Hospital.

A variance was granted to allow for the canopy, which currently has a 0 foot setback from the right-of-way. Our code does not allow for the canopy to be expanded, and this request would not meet the variance requirements.

The current Zoning Ordinance allows for a lesser setback for schools, churches, and senior and community centers. These types of institutions are more community-wide based and serve particular purposes. The reduced setbacks need to be reviewed by the Plan Commission and approved by the Common Council. With that said, hospitals may be another institution that fall into a community-wide category where reduced setbacks may be warranted, based off of certain situations. With that said, staff would recommend modifying the current ordinance to allow hospitals in this category, as well as reducing the minimum setback requirement to zero feet, with approval through the conditional use process. This would only be allowed in R-3 or higher districts.

Please see the attached amendment.

23.02(1)

e) "R-3" Single and Two Family Residence District

1) Intent. This district is established to provide for both single family residences and two family residences intended particularly to act as a transition district between lower intensity uses such as permitted in "C", "R-1" and "R-2" districts and higher intensity districts, consistent with the City's Comprehensive Plan. This district is intended to be provided for all lands where sewer and water is or will be required.

2) Permitted Uses.

    a) Permitted uses in "R-2" District
    b) Two family dwellings
    c) Accessory uses
    d) Filling of property
    e) Single family zero lot line dwellings provided that the building to be divided is constructed as one building with one common wall and that the minimum lot size of each lot to be created shall meet the minimum lots size standards for zero lot dwellings and that the lots shall be created by certified survey.

3) Conditional Uses.

    a) Conditional uses in "R-2" District
    b) Governmental administrative facilities as municipal halls.
    c) Museums
    d) Accessory uses
    e) Industrial pipelines
    f) Single family zero lot line dwellings which do not share a common wall.
    g) Single Family zero lot line dwellings - existing buildings which were originally built as a duplex building and which share one common wall and which have less than the minimum lot size requirements contained in this ordinance - Lot Size and Density, Lot Width, Side Yard, and Rear Yard to be determined by Common Council at time of request.
    h) Bed & Breakfast Establishments/Maximum of four rooms/one family per room.
    i) Dance Studio
    j) Hospitals and Accessory Uses
    k) Rest Homes

4) Minimum Performance Standards for the "R-3" District

a) Sideyard setbacks for zero lot line developments (Conditional Use 3,F). The sideyard setback may be zero (0) for a single family unit on one side of the lot provided that the lot abutting the zero (0) sideyard setback is held under the same ownership at the time of initial building construction.

When the zero (0) foot setback provision is utilized, the setback must be zero. Setbacks greater than 0 feet and less than 12 feet are not permitted.
The opposite (to the zero setback) sideyard setback shall be a minimum of 12 feet.
Any sideyard setback abutting a lot under different ownership shall be a minimum of 12 feet.

b) The Plan Commission and Common Council reserve right to attach any additional conditions to zero lot line development as authorized under Sec. 23.01(16)3. Of the Zoning Ordinance.

“R-3" SINGLE AND TWO FAMILY RESIDENCE DISTRICT:

USE	LOT AREA AND DENSITY	LOT WIDTH	HEIGHT OF STRUCTURE	SIDE YARD	STREET SETBACK	REAR YARD	PARKING	AREA OF STRUCTURE	MIN. BLDG. WIDTH
Permitted Uses Single Family Dwellings Two Family Dwellings Zero Lot Line - Common wall	1 family/lot 1 unit/lot, provided lot is 8,000 sq. ft. 2 attached units per lot provided lot is 15,000 sq. ft. 1 family/lot 1 unit/lot provided lot is 7,000 sq. ft.	60 ft., 80 ft. For corner lots 100' for new lots after 3/21/07 50'	Not over 35 ft. Nor over 2 ½ stories	Minimum of 7 ½' on each side for buildings not over 2 ½ stories	25 ft. On corner lots with 50' of frontage and less, street setback 25' and 20'	Not less than 20% of lot depth, but not less than 15 ft. And need not exceed 30 ft.	Per 23.01(14)`	900 sq. Ft.	18 ft.
All other permitted uses	8,000 sq. Ft.		35 ft.	15 ft.		30 ft.		0	
Conditional Uses: Single Family Zero Lot Line Dwellings	1 family/lot 1 unit/lot provided lot is 7,000 sq. ft.	50 ft., 70 ft., for corner lots	Not over 35 ft. Nor over 2 ½ stories	Per. 23.02(e)4.a.		Not less than 20% of lot depth, but not less than 15 ft. And need not exceed 30 ft.			
All other conditional uses	As set by Plan Commission and City Council								

The Common Council may establish setback requirements for schools, churches, community and senior centers, and hospitals, less than the zoning district requirements. The Common Council may establish the setback based upon functional design of the proposed building setback of neighboring properties, impact on neighborhood open space, future road requirements, alternative structural designs, building facade, public input, as well as other factors. The school, church, community or senior center, and hospital setback is carried forward to higher zoning districts.

Memo

Michael Ostrowski, Director
Community Development
City of Stevens Point
1515 Strongs Avenue
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mostrowski@stevenspoint.com

City of Stevens Point – Department of Community Development

To: Plan Commission

From: Michael Ostrowski and Kyle Kearns

CC:

Date: 9/26/2012

Re: Ordinance Amendment – Medical and Dental Clinic Parking Requirements

In May of 2011, staff reviewed the City's Zoning Ordinance as it relates to the minimum number of parking spaces required for a specific use. At that time, the parking requirements for medical and dental clinics were changed to reflect two different sizes of buildings, those below 10,000 sq. ft., and those above 10,000 sq. ft.

With the increase in, the development of, and the expansion of medical and dental clinics within the City, staff has revisited parking requirements for medical and dental clinics, and found that the requirement is still too stringent. An over prolific amount of parking is still required compared to what is actually being utilized. Many of the patients of dental and medical clinics stay on the property for a very short period of time. Furthermore, many of them are scheduled by appointment, which creates a rotation of vehicles.

The reduction in the number of spaces required for medical and dental clinics (see attachment) promotes the objectives in the City's Comprehensive Plan and our commitment of being an Eco-Municipality.

Staff is recommending the following changes outlined in the attachment to the minimum number of spaces required for medical and dental clinics.

23.01 (14) Off – Street Parking Areas Required

d) Spaces Required by Use.

(Note: All floor areas = gross floor area)

1) Industrial

a. Industrial, wholesale and warehouse - 1 space per 1,000 sq. ft. gross floor areas used for warehousing and distribution; plus 2 spaces per 1,000 sq. ft. gross area used for manufacturing; plus 2.5 spaces per 1,000 sq. ft. of office floor area. The minimum number of required parking spaces may be adjusted by the Common Council on a case-by-case basis. The petitioner for such adjustment shall show to the satisfaction of the Council that adequate parking will be provided for customers, clients, visitors, and employees. The petitioner shall submit written documentation that the operation will require less parking that the ordinance requires. The site plan shall be designed to provide sufficient open space on the subject site to accommodate the full parking requirements otherwise required by this ordinance. Such open space shall be in addition to required yards, setbacks, driveways, and other required open space. When the use of the building, structure, or land is changed to a use that requires more parking than that approved by the Council, or when the intensity of the use of a building, structure, or land is changed by an addition of employees, additional parking shall be constructed for the new use, occupant or additional employees in the amount necessary to conform to this ordinance.

b. Mini-Warehouse – 1 space per 5,000 sq. ft.

c. Trucking terminals, municipal garage and shop facilities - 1 space per 700 sq. ft.

2) Institutional

a. Churches, synagogues - 1 space per 4.5 seats; if benches, 20 inches shall equal 1 seat.

b. Libraries, museums, post offices, senior center, youth centers - 1 space per 400 sq. ft.

c. Schools

i. Additions to existing schools: To be established by the Common Council.

ii. New schools shall comply with the following parking standards:

1. 9.5 parking spaces per classroom for a 3-year high school

2. 7.5 parking spaces per classroom for a 4-year high school, and

3. 3.5 parking spaces per classroom for elementary and jr. high school.

iii. Technical and vocational - 1 space per 175 sq. ft.

3) Lodging

a. Hotels and motels - 1 space per room plus 1 space per 75 sq. ft. for meeting/exhibition room plus 1 space per 100 sq. ft. for bar/restaurant.

4) Medical

~~a. Medical or dental clinics (under 10,000 sq. ft.) 1 space per 200 sq. ft.~~

a. Medical or dental clinics ~~(10,000 sq. ft. and above)~~ - 1 space per 300 sq. ft.

b. Hospitals - 1 space per licensed patient bed.

c. Nursing homes - 1 space per 1.5 beds.

Memo

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mostrowski@stevenspoint.com

City of Stevens Point – Department of Community Development

To: Plan Commission

From: Michael Ostrowski and Kyle Kearns

CC:

Date: 9/26/2012

Re: Ordinance Amendment – Planned Development

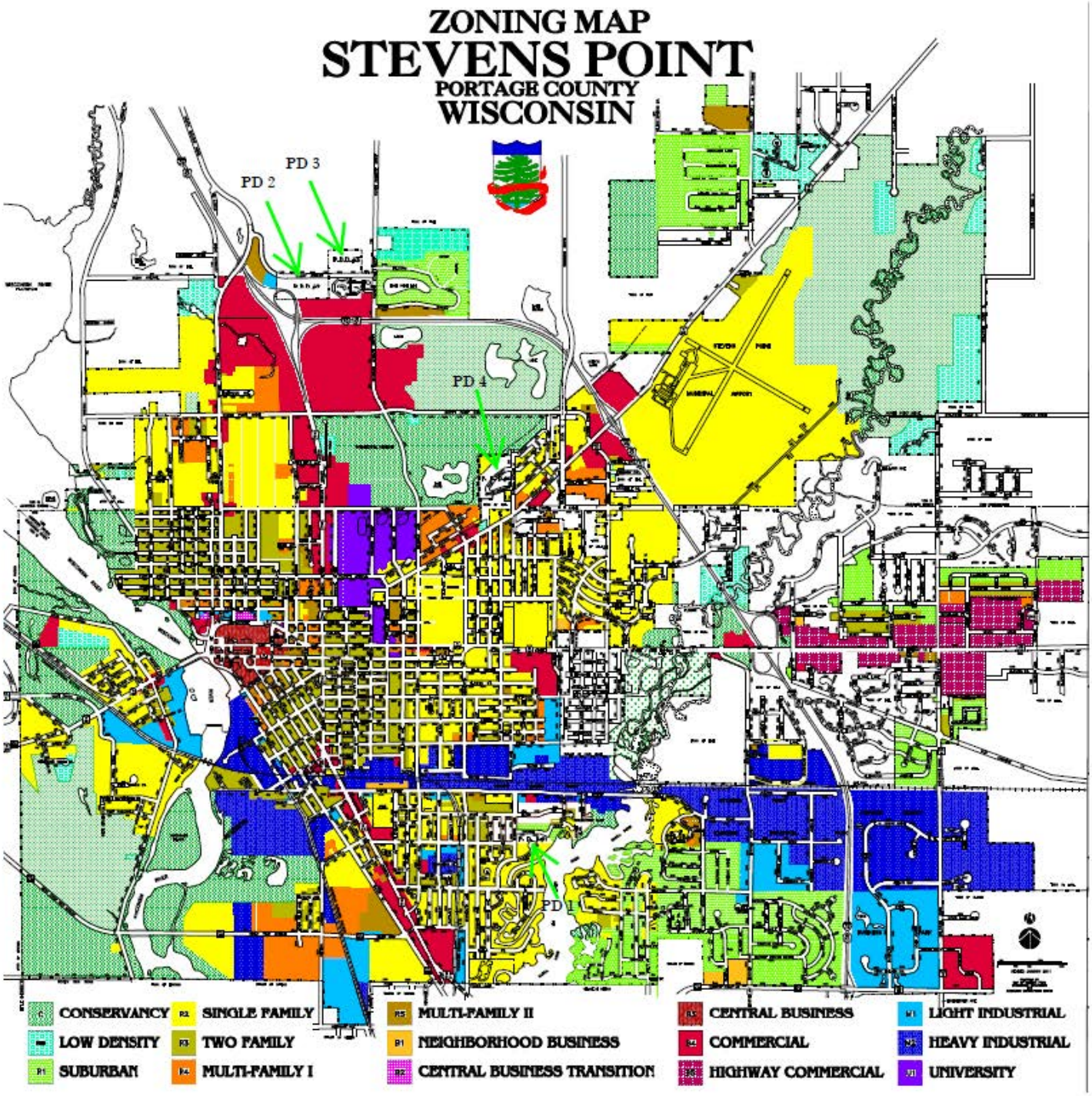
There are four Planned Development Districts (PD's) within the City, all of which have been used to create residential developments. It is not the City's intention to primarily use PD's as a means for only residential development, however, the standards and requirements for PD's within our code do not favor commercial development.

The most limiting factor within the current PD is that a minimum of 5 acres is required. This requirement prevents dense inner City property from utilizing the PD, and in some cases has prevented the revitalization of commercial areas. Additionally, large setbacks are required around the boundaries of the PD's, which again limits dense, main-street like development from occurring along commercial corridors and in downtown.

For these reasons, staff has proposed to amend the Planned Development ordinance. The attached Planned Development language was drafted after the template used for the Zoning Code Rewrite. Essentially, this part, regarding Planned Developments, is proposed to be reviewed and adopted prior to the entire adoption of the Zoning Code. This section will remain and be incorporated into the new Zoning Code upon adoption.

It is of great concern to address this matter as it relates to Planned Developments so they can be used as a tool and mechanism to spark development as the economy begins its rebound. Much of the intent and approval process of the PD remains the same, but offers deviations from the base zoning districts. Additionally, all permitted and/or conditional uses within the "B-4" Commercial District are allowed, whereas, the current PD ordinance only allows permitted and conditional uses within any "R" District or the "B-1" District. The "B-4" district allows for all "R" District and lower "B" District uses, permitted or conditional (see attachment).

Staff is recommending to amend Section 23.02(4)(b) to read as follows, outlined in the attachment, pertaining to Planned Development Districts for the reasons mentioned above.


ZONING MAP
STEVENS POINT
PORTAGE COUNTY
WISCONSIN
PD 1
PD 2
PD 3
PD 4
CONSERVANCY
LOW DENSITY
SUBURBAN
SINGLE FAMILY
TWO FAMILY
MULTI-FAMILY I
MULTI-FAMILY II
NEIGHBORHOOD BUSINESS
CENTRAL BUSINESS TRANSITION
CENTRAL BUSINESS
COMMERCIAL
HIGHWAY COMMERCIAL
LIGHT INDUSTRIAL
HEAVY INDUSTRIAL
UNIVERSITY

23.02(4) Special Districts

b) "PD" Planned Development District

1) ~~Intent. The Council may, with the consent of owners, establish special districts, to be called planned development districts, with regulations in each, which will over a period a period of time tend to promote the maximum benefit from coordinated site planning, diversified location of structure and mixed compatible uses. Such regulations shall provide for a safe and efficient system for pedestrian and vehicular design and location of public and private utilities and community facilities and insure adequate standards of construction and planning. Such regulations may also provide for the development of the land in such districts with one or more principal structure and related accessory uses, and in such districts the regulations need not be uniform.~~
   ~~This district is established to permit greater incentives and flexibility for promoting creative and imaginative design for the development of residential neighborhoods and of special areas having mixed use potential. This district can be used to provide cluster residential developments with commonly-owned and managed open space and recreational areas and to allow the integration of compatible non-residential land uses in a controlled manner which would not be subject to repeated governmental reviews and approvals such as rezonings, or plat submission or spot zoning requests. It is further intended to promote more economical and efficient use of land while providing a harmonious variety and mixture of housing choices, shopping and employment activities, recreation and natural areas, utility and circulation systems and building styles. This district is also intended to preserve to the greatest extent possible natural and valuable landscape features and to allow variability in the yard, area, height, and street setback requirements for the purpose of accomplishing other extensions of this district. This district is also intended to be a management tool for the City and for private developers to be applied as a floating zone to stimulate and regulate uses having special development characteristics all in accord with the City's Comprehensive Plan.~~
2) ~~Permitted Uses.~~

   a) ~~Permitted uses in any "R" District or the "B-1" District~~
   b) ~~Filling of property~~

3) ~~Conditional Uses.~~

   a) ~~Conditional uses in any "R" District or the "B-1" District~~

4) ~~Minimum Standards for the "PD" District~~

   a) ~~The overall dwelling unit density in any PD District shall not be greater than is allowed for in the "B-4" Commercial District.~~

~~b) Overall density requirements in any designated multiple family area of the district shall not be greater than allowed in the "R-4" Residence District~~

~~c) Density requirements shall be computed on the basis of the total area of residential uses as designated on the Final Development Plan using private streets and drives, common open space, park areas, recreation areas, off-street parking areas, as well as building site areas.~~

~~d) The minimum size of a PUD District shall be five (5) acres~~

~~e) There shall be no minimum yard or height requirements in a PD District except that minimum yards, as specified in the "R-5" Residence District shall be provided around the boundaries of the PUD District.~~

~~f) Uses along the project boundary lines that are less restrictive than "R-5" shall not be in conflict with those allowed in adjoining or opposite property. To this end, the City Plan Commission may require, in the absence of an appropriate physical barrier, that uses of less intensity or a buffer of open space or screening be arranged along the borders of the project.~~

~~g) In their review of the plan, the City Plan Commission and City Council may consider any deed restrictions or covenants entered into or contracted for the developer concerning the use of common land or permanent open space. Common land as herein contained shall refer to land dedicated to the public use and to land retained in private ownership but intended for the use of the residents of the development unit or the general public.~~

~~5) "PD" Zoning Procedures. A PD zoning permit application shall be accompanied by a Preliminary Sketch Plan to be reviewed by the City Plan Commission and Common Council prior to acting on the zoning application.~~

~~a) Preliminary Conference. After the PD rezoning application and Preliminary Sketch Plan as identified below have been submitted, there shall be an informal preliminary conference between the applicant and the Zoning Administrator, the City's Planning staff or consultants, the Planning Commission Chairman, and any other judged necessary by said Chairman. The purpose of this conference shall be to establish a mutual understanding of the proposal between the City and the applicant to resolve any initial problems and expedite the City Council's decision on the application.The Preliminary Sketch Plan shall show the following elements: building locations and sizes, designated land uses, areas, open space, public lands, streets, utility locations and easements, parking areas, visual screening, surface drainage features, lot layout for any proposed subdivision of lands for conveyance to others, and any other physical features required by the Plan~~

~~Commission after initial review. Additional information which shall accompany same sketch includes: estimated development timing schedule for the entire PUD, estimated number housing units and type of housing, whether or not these will be a homeowners association or similar group of property owners to be responsible for ownership maintenance etc. of common lands. Two copies of all maps, photographs, charts and other required information shall be submitted to the City Zoning Administrator.~~

~~b) Preliminary Approval. The PD rezoning application shall be scheduled for Planning Commission preliminary review at a regular meeting after the preliminary conference. The Planning Commission's review shall be based upon the Preliminary Sketch Plan and such other information that is presented. The Planning Commission shall make a recommendation to approve, approve conditionally, or reject said application with such preliminary recommendation being forwarded to the City Council for preliminary approval or rejection.~~

~~c) Final Approval. The zoning application and a Final Development plan which is based upon the approved Preliminary Sketch Plan may be submitted to the Plan Commission and Council after receiving preliminary approval. The application Final Development Plan shall be recommended for approval or rejection by the Plan Commission with such recommendation presented to the Common Council. If the Council approves the application and Final Development Plan, such Plan shall be recorded in the Register of Deeds office within 60 days of approval. Three copies of the Final Development Plan shall be presented to the City Zoning Administrator's office before any land use or building permit shall be issued or before any public improvement in said PD development shall be built or accepted by the City. The violation of any part of the recorded Final Plan shall void any related building permit and shall disqualify any such development, or part thereof, from receiving an occupancy permit or certificate or compliance. The PD zoning shall not be transferable to any person or entity other than the person or entity having originally been granted the PD zoning. No change or modification of the plan of any such PD District as to land use, density, and public facilities or size shall be permitted except by the procedure providing for amendments to this ordinance. Other changes or modifications, such as location of buildings, parking lots, common areas except streets, etc., may be made upon application to and approval of the City Plan Commission. A PD zoning approval shall be valid for a period not to exceed two (2) years from the date of Common Council approval. An extension not to exceed one year of the above period may be granted by the Common Council.~~

~~Application shall not be made for more than one extension. If no development is begun at the end of two (2) years from the zoning approval, or three (3) years if an extension has been granted, the lands shall revert to the previous zoning district. Phased development is permissible. The first phase must begin within two years of approval or three years if an extension is granted. Subsequent phases must have obtained a building permit and construction commenced within two years of the completion of the preceding phase. Permits shall be granted if the application is in substantial conformance with the original PD approval. Substantial changes to the plan must be approved by the Common Council.~~

A Planned Development is a zoning district that allows for deviation from the standards of this zoning ordinance in exchange for higher quality development.

A. Components of PD Approval

A PD approval consists of two separate steps:

1. Approval of a rezoning and concept plan by the Plan Commission and Common Council; and
2. Approval of subsequent subdivision plats and site plans consistent with the PD concept plan.

B. When Allowed

1. A PD is intended for projects that demonstrate a higher quality of site design that is more sensitive to the existing context, both built and natural, than is possible under other available zoning districts.

2. All permitted and/or conditional uses found within the R-2, R-3, R-4, R-5, B-1, B-2, B-3, and B-4 zoning districts may be allowed as a permitted or conditional use.

C. Application and Fees

1. A pre-application conference with the City Zoning Administrator (Administrator) is required.

2. All applications for a PD shall be filed in writing with the Administrator.

3. The application shall include the following additional materials:

   a) A narrative explaining and tabulating the land uses by net acre, number of dwelling units by housing type, residential density and square footage of non-residential uses per net acre, open space acreage, the relationship of the proposed development to existing

development in the area and other related development features.

b) A concept plan establishing the following aspects of the proposed PD:

1. The location of all street and alley types, major utilities, access to existing streets, and conceptual drainage plan;

2. The perimeter and block face length of all blocks;

3. The layout and size of all lots with anticipated land use and building types; and

4. The location and type of any open space.

c) A specific list of all requested deviations from the provisions of this zoning ordinance.

4. The applicant may provide concurrent applications for site plan or subdivision review.

D. Rezoning and Concept Plan Review by Administrator

1. The Administrator may refer the application to other affected or interested agencies for review and comment.

2. The Administrator shall provide notice as set out in in this zoning ordinance and/or Wisconsin Statutes.

3. The Administrator shall recommend approval, approval with conditions, or denial of the PD rezoning and concept plan.

E. Rezoning and Concept Plan Review by Planning Commission

1. Following notice and a public hearing as required in this zoning ordinance and/or Wisconsin Statutes, the Planning Commission shall recommend approval, approval with conditions, or denial of the PD rezoning and concept plan.

2. In recommending, the Planning Commission shall consider the recommendation of the Administrator, relevant comments of all interested parties and the review criteria below.

F. Public Hearing and Decision by Common Council

1. Following notice and a public hearing as required in this zoning ordinance and/or Wisconsin Statutes, the Common Council shall approve, approve with conditions, or deny the PD rezoning and concept plan.

2. In deciding, the Common Council shall consider the recommendations of

the Administrator and Planning Commission, relevant comments of all interested parties and the review criteria below.

G. Review Criteria

The Common Council shall consider the following criteria in approving or denying a PD rezoning and concept plan:

1. The proposed PD is consistent with the pertinent elements of the City of Stevens Point comprehensive plan and any other adopted plans;

2. The proposed PD is consistent with the standards and uses of the context area within which it is located.

3. The proposed PD meets the requirements of this zoning ordinance;

4. The proposed PD will reinforce the existing or planned character of the neighborhood;

5. The site is appropriate for the development allowed in the proposed PD;

6. The PD demonstrates a higher quality of site design that is more sensitive to the existing context, both built and natural, than is possible under other available zoning districts.

7. Public facilities and services including but not limited to schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities are adequate for the development allowed in the proposed PD; and

8. The PD will not substantially or permanently injure the appropriate use of adjacent conforming properties.

H. Allowed Deviations

Unless otherwise expressly approved by the Common Council as part of the approved rezoning and concept plan, all planned developments shall be subject to all applicable standards of this zoning ordinance. In order to approve modifications of otherwise applicable standards, the Common Council must find that:

1. Requested deviations from applicable building type standards, permitted uses, or other development standards that otherwise would apply are justified by the compensating benefits of the planned development; and

2. The requested deviations do not detract from the established character or form of any surrounding conforming properties.

I. Action Following Approval

Approval of a PD rezoning and concept authorizes the submission of subdivision plats and site plans consistent with the PD approval.

J. Modification of Adopted Concept Plan

The Administrator is authorized to approve minor modifications to an approved concept plan. All modifications not listed as minor below shall be considered by the Common Council consistent with the original approval of the PD. The following modifications shall be considered minor:

1. Up to a 10 percent increase or any decrease in gross floor area of a single building.

2. Up to a 10 percent reduction or any increase in the approved setbacks from exterior property lines.

3. Relocation of parking areas, internal streets or structures where such relocation occurs more than 100 feet from exterior property lines.

K. Effect of Denial

The denial of a PD application shall ban the subsequent application for the same or similar use for a period of 12 months.

L. Expiration

A PD rezoning does not expire. A PD concept plan expires after two years if no preliminary plat, site plan or building permit has been filed. A two year extension may be granted by the Common Council.

Memo

Michael Ostrowski, Director
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City of Stevens Point
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Stevens Point, WI 54481
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mostrowski@stevenspoint.com

City of Stevens Point – Department of Community Development

To: Plan Commission

From: Michael Ostrowski and Kyle Kearns

CC:

Date: 9/26/2012

Re: Review and recommendation on executing the Amended & Restated Reciprocal Easements, Parking and Operating Agreement and Declaration of Restrictions governing the former CenterPoint MarketPlace site.

As part of the redevelopment project, the City and CDA will need to approve revisions to the REA. The REA is the document that governs the use of the CenterPoint MarketPlace site and outboard parking lots. As part of this, the Plan Commission needs to provide a recommendation to both the City and CDA relating to this matter. Spirit (Shopko) has already signed the amended agreement.

Most of the changes revolve around modifying allowed uses and establishing a designated parking area for Shopko customers.

The amended agreement is attached.

DOCUMENT NO.	AMENDED & RESTATED RECIPROCAL EASEMENTS, PARKING AND OPERATING AGREEMENT AND DECLARATION OF RESTRICTIONS DOCUMENT TITLE

After Recording Return Document to:
Jennifer S. McGinnity, Esq.
Shopko Stores Operating Co., LLC
700 Pilgrim Way
Green Bay, WI 54304

Tax Parcel Nos.:
281-2408-32-2029-62
281-2408-32-2029-51
281-2408-32-2029-61
281-2408-32-2029-50

THIS INSTRUMENT WAS DRAFTED BY

Louis J. Molepske, City Attorney
1515 Strongs Avenue
Stevens Point, WI 54481
(715) 346-1556

AMENDED AND RESTATED RECIPROCAL EASEMENTS, PARKING AND OPERATING AGREEMENT AND DECLARATION OF RESTRICTIONS

Between

THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT, WISCONSIN, THE CITY OF STEVENS POINT, WISCONSIN, and SPIRIT SPE PORTFOLIO 2006-1, LLC

AMENDED AND RESTATED RECIPROCAL EASEMENTS, PARKING AND OPERATING AGREEMENT AND DECLARATION OF RESTRICTIONS

THIS AMENDED AND RESTATED RECIPROCAL EASEMENTS, PARKING AND OPERATING AGREEMENT AND DECLARATION OF RESTRICTIONS is made this ____ day of _____, 2012, by and among the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT, WISCONSIN, a separate body corporate and politic authorized and created under Section 66.4325 of Wisconsin Statutes, 1516 Church Street, Stevens Point, Wisconsin 54481 (herein called the "**Authority**"); the CITY OF STEVENS POINT, WISCONSIN, a separate body politic and corporate, 1515 Strongs Avenue, Stevens Point, Wisconsin 54481 (herein called the "**City**"); and SPIRIT SPE PORTFOLIO 2006-1, LLC, a Delaware limited liability company, 14631 North Scottsdale Road, Suite 200, Scottsdale, AZ 85254 (herein called "**Spirit**") (Spirit, Centerpoint, the City, and the CDA are hereinafter referred to individually as an "**Owner**" and collectively as "**Owners**");

WITNESSETH:

WHEREAS, the City, the Authority, and Spirit's predecessor in interest (Shopko Stores, Inc.) entered into that certain Reciprocal Easement, Parking and Operating Agreement and Declaration of Restrictions dated October 5, 1984, recorded in Volume 457 on Page 817, as Document Number 380726 with the Portage County Recorder's office, as amended by an Agreement recorded as Document Number 380735 and as further amended by an Agreement recorded as Document Number 382847 (the "**Original Agreement**");

WHEREAS, the Original Agreement was part of the revitalization in the 1980s of the multi-block site lying south of relocated Highway 10, west of Church Street extended north, north of Main Street and east of First Street, together with certain peripheral areas;

WHEREAS, in 2011 the Authority has acquired or controls the following parcels covered by the Original Agreement: (1) the former Penney Store consisting of a building with approximately 33,817 square feet of gross leasable area, (2) the enclosed mall area consisting of a building with approximately 130,606 square feet of gross leasable area of mall shops, which areas identified at (1) and (2) are legally described in the attached Exhibit A (collectively the "**Mall**"); (3) the former Dunham's site consisting of a building with approximately 22,626 square feet of leasable area, which area is legally described in the attached Exhibit B (the "**Dunham Site**") and is now under the control of the Authority;

WHEREAS Spirit owns the existing Shopko store consisting of a building with approximately 90,370.5 square feet of leasable area, which area is legally described in the attached Exhibit C (the "**Shopko Site**"). Spirit currently leases the Shopko Site to Shopko Stores Operating Co., LLC ("**Shopko**");

WHEREAS, the Mall, the Shopko Site and the Dunham Site are surrounded by approximately 4.65 acres of parking and other common areas, which area is described in the attached Exhibit D (the "**Common Area**"), and is owned by the Authority;

WHEREAS, that portion of the Common Area used for parking spaces is herein after referred to as the "**Parking Spaces**"); and

WHEREAS, the Owners wish to amend and restate the Original Agreement in order to facilitate the re-development of the Mall, and to further the future operation of areas remaining subject to this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements, covenants, easements and restrictions herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each and every party hereto, it is agreed as follows:

ARTICLE I
GENERAL

1.1. Original Agreement. The Original Agreement is hereby amended and restated in its entirety by this Agreement. Any portions of the Original Agreement which are not restated herein are hereby terminated and shall be of no further force or effect. The Original Agreement is hereby replaced in its entirety by this Agreement.

1.2. Exhibits. The exhibits mentioned herein have been annexed to this Agreement and are hereby incorporated by reference and made a part hereof as fully and if set forth in full at each place of reference.

ARTICLE II
PLANNING OF THE DEVELOPMENT

2.1. Plans and Specifications. The City intends to adopt new plans for the Mall, which will call for new uses beyond the retail uses contemplated by the Original Agreement. For instance, the City anticipates conveying the former JCPenney's site and a portion of the Mall site and all parking areas west of Third Street to Mid-State Technical College ("MSTC") for use as a technical college. Owners hereby agree that the City may extend both Third Street and Strongs Avenue (to the west of the Shopko Site) in order to connect Main Street to Centerpoint Drive, and that the City may demolish the enclosed mall building between the extended Third Street and Strongs Avenue. Except as to the Released Property (as defined at Section 2.4), any new development or construction within areas remaining subject to this Agreement (such remaining areas, collectively, the "**Development**," and each individual area identified within the Development, a "**Tract**") shall be subject to the prior written consent of all Owners as to size, layout (including but not limited to the provision of adequate parking for the proposed uses), location and height, which consent shall not be unreasonably withheld and shall be deemed granted by an Owner if such Owner does not disapprove said development or construction in writing within sixty (60) days after receipt of a request for consent. For the purposes of this section, new development or construction shall be deemed to refer to any new buildings or other new improvements, and shall not include the reconstruction of the rear of the current Fox Theatre or the repairing (without expansion) or refacing of the former Dunham's building.

2.2. Construction. All plans and specifications referred to in this Section shall comply with the building and zoning laws of the municipality or other governmental subdivisions wherein the Development is situated and with all laws, ordinances, orders, rules regulations, and requirements of all federal, state, and municipal governmental authorities. Exterior changes shall

follow Chapter 22 - Historic Preservation/Design Review, or as updated, of the Stevens Point Municipal Code. All construction, improvements, or alterations shall be completed with reasonable diligence.

2.3. Common Area. The Common Area within the Development shall contain enough Parking Spaces for the buildings constructed within the Development as required by this Agreement and by law. The Common Area shall also contain such access lanes, service courts, lighting and landscaping required by law. The Authority shall have the right to make changes with respect to the Common Area provided that such changes are consistent with the City's zoning code and this Agreement.

2.4. Removal of Property from Development Area. The portions of the Mall west of to-be-reestablished Third Street, including such right-of-way, as legally described in the attached Exhibit E, and all peripheral/outlot parking areas as legally described in the attached Exhibit F (together, the "Released Property"), are hereby released and removed from the Original Agreement and this Agreement. Notwithstanding the foregoing, so long as the Shopko Site is being used for the operation of a general retail department store with pharmacy and optical services, no portion of the Released Property may be used for a: (i) retail pharmacy or drugstore; (ii) optical center; (iii) nutritional, health or wellness center (similar to a GNC store); (iv) toy store; (v) lawn and garden center; or (vi) general merchandise store, discount department store or similarly defined business (as general merchandise and discount department stores are listed in the most current edition from time to time of the Directory of Discount & General Merchandise Stores published by Business Guides, Inc., Division of Lebhar-Friedman, Inc., or a like successor publication); provided, however, such use restrictions shall not in any way prevent or interfere with use of those portions of the Released Property as conveyed to MSTC for a coffee shop or other establishment offering beverages or food for on-premises or off-premises consumption, or for a bookstore or similar store not more than 1,000 square feet in size primarily catering to MSTC's student population. Immediately upon recordation of this Agreement, the Authority shall execute and record a declaration of restrictions affecting the Released Property which sets forth the use restrictions described in this Section 2.4.

2.5 Shopko Mall Entrance. If the mall structure adjacent to the Shopko Site is demolished, then the City/Authority will pay, at a reasonable cost, for the mall entrance to the building on the Shopko Site to be enclosed or converted to an exterior door, at Spirit's option.

ARTICLE III
COVENANTS AND USE RESTRICTIONS

3.1. Manner of Operation. The Owners agree that all reasonable means be taken to prevent any manner of operation or use within the Development not in accordance with high quality standards, including, but without limitation, the use thereof for solicitation or demonstration. Without limitation, it is expressly covenanted and agreed that the Owners will not use or suffer or knowingly permit any person to use in any manner whatsoever, their respective Tracts or the buildings or improvements thereon for any purpose calculated to injure the reputation of the Development. No provision of this Agreement is intended, however, to infringe upon any constitutional right of any person.

3.2. Types of Business.

(a) The Owners agree that all uses permitted by the City's zoning code shall be allowed in the Development, except as provided in section 3.2(b).

(b) Notwithstanding any terms to the contrary contained elsewhere in this Agreement, for so long as the Shopko Site is being used for the operation of a general retail department store, no portion of the Development may be used for a retail pharmacy or drugstore; optical center; toy store; lawn and garden center; or a general merchandise store, discount department store or similarly defined business (as listed in the most current edition from time to time of the Directory of Discount & General Merchandise Stores published by Business Guides, Inc., Division of Lebhar-Friedman, Inc., or a like successor publication). These restrictions shall not be deemed to prevent or prohibit any sale of items which are customarily sold from other types of retail stores nor shall it be deemed to prevent the remainder of the Development from being leased, occupied, or used for the sale of miscellaneous items similar to those which may be sold by Shopko in the Shopko store. These restrictions may be limited by Federal and state anti-trust laws and regulations, and to the extent said restrictions are limited by such laws or regulations neither the City nor the Authority joins in the agreements or restrictions contained in such sentence and Spirit covenants and agrees to indemnify and hold the City and the Authority harmless from all loss, expense (including reasonable attorneys fees) and claims arising out of or related in any manner to any violation of Federal or state anti-trust laws or regulations arising out of such agreements or restrictions, provided that notice of such claims be given to Spirit and Spirit be entitled to defend such claims at its sole cost and expense with counsel of its choice. These restrictions are declared to be solely for the benefit of Spirit and the Shopko Site and only enforceable by Spirit, and these restrictions may be unilaterally waived or made less onerous or restrictive by Spirit in its uncontrolled discretion at any time or times hereafter of its choosing and without the agreement, consent or approval of any other parties. These restrictions shall otherwise become null and void and of no further force and effect, upon cessation of operation of a general merchandise discount department store on the Shopko Site and the continuation of such non-operation for a period of not less than two (2) years.

In addition, no portion of the Development shall be used or operated:

(i) In violation of applicable laws or rules.

(ii) In a dangerous or hazardous manner.

(iii) As a nuisance, or as an obnoxious use by reason of unsightliness or excess emission of odors, dust, fumes, smoke, liquid waste, noise, glare, vibration or radiation; provided, however, that nothing contained in this subsection shall limit or prohibit the erection of business communications satellite dishes on the roof of any building.

(iv) As an adult book store, massage parlor, or any other establishment which provides adult entertainment or which sells, rents or exhibits pornographic or obscene materials.

(v) For any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (provided that any Owner or occupant that goes out of business shall be entitled to hold one going out of business sale not exceeding four weeks in duration).

(vi) As a check-cashing, title or payday loan business, second-hand store, flea market, pawn shop, government surplus store, Goodwill Store, salvage store, Salvation Army Store, surplus or liquidation store.

(vii) As a liquor store (or any other establishment where beer, wine or liquor is sold for off-premises consumption); provided, however, that this restriction shall not apply to the Shopko Site and shall not prohibit a store where not more than 20% of sales are from alcohol.

(viii) As a bar or tavern (or any other establishment where beer, wine or liquor is served for on-premises consumption); provided, however, that this restriction shall not prohibit establishments where not more than 60% of sales are from alcohol, and shall not prohibit the construction or the expansion of taverns or businesses into this area that operate on Main Street.

(ix) As an automobile, truck, trailer or recreational vehicle sales, leasing, display or repair facility.

(x) As a theater or cinema (except for the current Fox Theater), circus, carnival, bowling alley, funeral parlor or mortuary, car wash, game room or arcade, billiard or pool hall, bingo parlor, casino, off-track betting facility, or any betting establishment (except that the sale of state lottery tickets is not prohibited or restricted).

(xi) As an industrial, manufacturing, or warehouse operation as defined in the City's Zoning Ordinance.

(xii) For residential purposes, except on second or higher floors.

3.3. Discrimination. The Owners agree not to discriminate on the basis of race, color, religion, sex, age, physical handicap or national origin in the sale, lease, or rental or in the use or occupancy of the Tracts or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of this covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the other Owners to such injunctive relief or other remedies as may be available at law.

3.4. Assignments. In the event of any assignment, sale or other transfer of interest in this Agreement or any one of the Tracts by any party hereto, each transferring party from and after the date of such transfer shall be relieved of all liability and obligations on its part thereafter arising or to be performed by it under this Agreement; provided (1) that said transferring party shall not then be in default in the performance of any covenant or obligation to be performed by it under this Agreement, (2) the transferee shall expressly assume and covenant with the nontransferring parties or their successors in title to perform and be bound by all terms, covenants and conditions in this Agreement, and (3) written notice shall be provided to the other parties hereto.

ARTICLE IV
EASEMENTS

4.1. Grant of Easements. The Owners hereby grant each to the other and to each individual, partnership, joint venture, corporation, trust, unincorporated association,

governmental agency or other business entity now or hereafter holding an ownership interest in fee in a Tract, the following easements for use by the Owners and their respective permittees (as defined below), without payment of any fee or charge, except as otherwise provided herein:

(a) Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between each Tract within the Development and: (i) each other Tract which is contiguous thereto; (ii) the public streets and alleys now or hereafter abutting or located on any portion of the Development; and (ii) the parking areas now and hereafter located on the Common Area; limited, however, to those portions of the Development which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner in conformity with the City's zoning and the plans and specifications approved pursuant to Section 2.1.

(b) Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Tract in the Development and the public streets and alleys now and hereafter abutting or located on any portion of the Development; limited, however, to those portions of the Development which are improved by the Owner thereof from time to time for vehicular accessways as such portions may be relocated from time to time by such Owner in accordance with the City's zoning and the plans and specifications approved pursuant to Section 2.1.

(c) Common Component Easements. Nonexclusive easements for the purpose of furnishing connection, support and attachment to walls, footings, foundations, slabs, roofs and other structural systems of any improvement now and hereafter constructed on each Tract, the encroachment of common components of improvements and the maintenance, repair and replacement of the same; limited however, to those portions of each Tract on which an improvement is contiguous to an improvement constructed on another Tract. Any Owner of a Tract (the "Benefited Tract") which desires to claim the benefit of the foregoing easement for common components and encroachments will be entitled to exercise such right on the following conditions:

(i) With respect to any improvements or alterations performed on a Benefited Tract after the date hereof, the Owner of the Benefited Tract will submit plans and specifications showing the improvements or alterations proposed to be constructed on the Benefited Tract to the Owner of the Tract (the "Burdened Tract") which will be burdened by the easements hereby created for approval of such plans and specifications by the Owner of the Burdened Tract.

(ii) Approval of such plans and specifications by the Owner of the Burdened Tract will constitute a designation of the portion(s) of the Burdened Tract to be used for the purposes therein described.

(iii) The construction of the improvements or alterations on the Benefited Tract will be diligently prosecuted by the Owner thereof with due care and in accordance with sound design, engineering and construction practices in a manner which is customary for such improvements or alterations and which will not unreasonably interfere with

the use of the Burdened Tract or the improvements thereon or impose an unreasonable load on such improvements.

(iv) The Owner of the Benefited Tract will indemnify and hold the owner of the Burdened Tract harmless from all loss, cost and expense arising from the construction use, maintenance, repair, replacement and removal of the improvements or alterations on the Benefited Tract and the exercise of the rights of the Owner of the Benefited Tract hereunder. When the exercise of the rights hereby granted to the Owner of the Benefited Tract requires entry upon the Burdened Tract or the improvements thereon, the Owner of the Benefited Tract will give due regard to the use of the Burdened Tract and the improvements thereon in the exercise of such rights and will promptly repair, replace or restore any and all improvements on the Burdened Tract which are damaged or destroyed in the exercise of such rights.

(v) Absent a definitive agreement to the contrary, subsequent to the completion of the improvements or alterations to the Benefited Tract, the Owner of the Burdened Tract and the Owner of the Benefited Tract will share proportionately the cost of maintenance, repair and replacement of any common component constructed by either of them which provides vertical or lateral support to contiguous improvements, in accordance with that ratio which the load contributed by the improvements of each Owner bears to the total load on such common components; and the cost of maintenance, insurance, property taxes, repair and replacement of any common wall, roof or structural joinder constructed by the owner of the Benefited Tract (other than components providing support) will be paid solely by the Owner of the Benefited Tract (except that each Owner shall bear the costs of routine maintenance, repair and decoration of its side of any common wall).

(vi) The Owner of the Burdened Tract agrees on the written request of the Owner of the Benefited Tract, to execute and deliver an instrument in recordable form legally sufficient to evidence the grant of the easements herein described, the location thereof and such other conditions affecting the grant of such easements, as might have been approved by such Owners.

(d) Utility Easements. Nonexclusive easements for the installation, use, operation, maintenance, repair, replacement and removal of: water lines and systems; telephone and/or cablevision lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; and other utility lines or systems hereafter developed to serve one or more of the Tracts; provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereafter called **"Utility Facilities"**) will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Development or improvements on which such Utility Facilities are located. The Owner of any burdened Tract affected by any of such utility easements will have the right, at any time, and from time to time, to relocate any Utility Facilities when located on the burdened Tract on the conditions that: (i) such right of relocation will be exercisable only after thirty (30) days' prior written notice of the intention to relocate has been given to all Owners using the Utility Facilities to be relocated; (ii) such relocation will not unreasonably interrupt any utility service to the

improvements then located on the benefited Tract(s); (iii) such relocation will not reduce or unreasonably impair the usefulness or function of the Utility Facilities to be relocated; and (iv) all costs of such relocation will be borne by the Owner relocating the Utility Facilities.

(e) Access Easements. Nonexclusive easements between each Tract and the public streets and ways abutting or crossing any portion of the Tracts for the purpose of providing ingress, egress and access to the easements hereby created.

(f) Construction Easements. Nonexclusive easements for the purpose of constructing improvements on the Development, including reconstruction, installation, replacement, modification, care and maintenance, provided such use of a burdened Tract is reasonably necessary, will be diligently prosecuted in accordance with sound construction practices and will not unreasonably interfere with the use of the burdened Tract or the improvements thereon.

(g) Parking Easements. Nonexclusive easements in and to the Common Area for access to and to use for vehicular parking purposes. Such parking easements shall consist of a minimum of 437 spaces within the Development area or the minimum number of spaces required by law, whichever is greater. Notwithstanding any provisions to the contrary contained in this Agreement: (i) there shall be no reduction in the number or size of the parking spaces currently existing in the lots immediately to the south and immediately to the east of the Shopko Site without the prior written consent of the Owner of the Shopko Site, and (ii) such parking areas shall be at grade.

The Authority will provide signage that indicates that the 110 spaces immediately to the south of the Shopko Site and the 52 spaces immediately to the east of the Shopko Site as shown on Exhibit G are for use by Shopko customers and employees only. Shopko will be responsible for the enforcement of these spaces. The reserved spaces shall not be segregated by any means other than the aforementioned signage. No plowed snow will be placed in these spaces. The Owner of the Shopko Site shall be permitted to operate an outdoor lawn and garden sales area in the parking lot immediately to the east of the Shopko Site.

(h) Self-Help Easements. Nonexclusive rights of entry and easements over, across and under each parcel in Development for all purposes reasonably necessary to enable any party or Owner of a Tract to perform any of the provision of this Agreement which a defaulting Owner has failed to perform.

4.2. Unimpeded Access. The Owners agree that no barricade or other divider will be constructed between the Tracts and the Owners will do nothing to prohibit or discourage the free and uninterrupted flow of pedestrian traffic throughout the Development in the areas designated for such purposes; provided, however, that each Owner will have the right to temporarily erect barriers to avoid the possibility of creating prescriptive rights therein. The City and the Authority hereby waive all prescriptive and dedication rights.

4.3. Use of Easements. The use of all easements created by this Agreement will, in each instance, be nonexclusive and for the use and benefit of the Owners, their representatives, successors, assigns, and such agents, customers, invitees, licensees, employees, servants, contractors, mortgagees, tenants and tenants' customers, invitees, employees, servants, licensees, contractors and agents as might be designated by each Owner from time to time (all of which persons are herein called "**permittees**").

4.4. Maintenance of Easement Areas. The Owner of each Tract will operate and maintain all of the areas of such parcel which are subject to the pedestrian and Vehicular easements created by Sections 4.1(a) and 4.1(b) of this Agreement in sound structural and operating condition at the sole expense of the Owner of such Tract. The operation and maintenance of the common component easements created by Section 4.1(c) of this Agreement and the payment of the expenses associated therewith will be governed by the terms of Section 4.1(c) in the absence of a specific agreement between the Owners of the Benefited Tract(s) and the Burdened Tract(s). The Owner of each Tract subject to the easements created pursuant to Section 4.1(d) will operate and maintain all Utility Facilities located within the boundaries of such Tract in sound structural and operating condition (except to the extent that such operation and maintenance is performed by public authorities or utilities) and any expenses occasioned thereby will be borne by the Owners of the Tract(s) which are serviced by such Utility Facilities in the ratio which the gross floor area of the improvements located on each Tract bears to the total gross floor area of the improvements located on all Tracts benefited by said easement; provided, however, that each Owner will pay all costs associated with the operation and maintenance of Utility Facilities and the consumption of utility services which relate solely to the improvements located on a single Tract and no other Owner will have any liability with respect thereto. No costs of operation and maintenance are associated with the easements provided by Sections 4.1(e) and 4.1(h). The costs of operation and maintenance of the easements provided by Section 4.1(f) shall be borne by the Owner of the benefited Tract.

The costs of operation and maintenance of the easements provided by Section 4.1(g) shall be borne by Authority and repaid semiannually by the remaining Owners as follows:

(a) The reimbursable costs and expenditures covered by this subparagraph shall consist of all costs of operating, maintaining, managing, equipping, insuring, protecting, correcting, repairing and/or replacing such parking facilities, including its landscaping, plus an administrative charge equal to five percent (5%) of the total foregoing costs. Such reimbursable costs and expenditures shall be paid by the 15th day of the third and ninth months of each year or, if later, 30 days after receipt of the Authority's bill therefor.

(b) The reimbursable costs and expenditures covered by Subparagraph (a) (the "Parking Costs") to be paid by Spirit shall be allocated based on the ratio of the total number of parking spaces reserved exclusively for Shopko customers and employees as provided in Section 4.1(g) above to the total number of parking spaces on the Development area from time to time. As of the date of this Agreement: (i) Spirit shall pay 37% of the Parking Costs and the Authority shall pay 63% of the Parking Costs if no costs or expenditures related to the parking areas to the west of the Shopko Site are included; and (ii) Spirit shall pay 29.5% of the Parking Costs and the Authority shall pay

70.5% of the Parking Costs if costs or expenditures related to the parking areas to the west of the Shopko Site are included. The Authority agrees to do crack filling and restriping of the parking area immediately to the south and east of the Shopko Site in calendar year 2012, and agrees to repave and restripe that same area in two phases in calendar years 2013 and 2014; notwithstanding any provisions to the contrary elsewhere in this Agreement, Spirit shall pay 19% of the costs of the aforementioned 2012, 2013 and 2014 repairs.

(c) Beginning January 1, 2013, Spirit shall, until January 1, 2030, pay to the City an annual sum of Twelve Thousand Five Hundred Dollars ($12,500.00) plus an escalator of 1% per year, which payment is in lieu of City real estate taxes on the Common Area.

4.5. Duration. Each easement created hereunder will continue for a term ending January 1, 2030, and will thereafter continue in full force and effect so long as any easement created hereby is used by any Owner (or its permittees); this Agreement will terminate as to each easement on nonuse of such easement for a period of twelve (12) consecutive months following notice by an Owner to the other Owners of an intention to claim termination and no resumption of use occurs within such period.

4.6. Indemnity. Each Owner agrees to indemnify and hold harmless each other Owner from all claims arising from the use of the easements hereby created to the extent that such use occurs within the boundaries of the Tract of such Owner. Each Owner's public liability insurance shall include coverage of such Owner's indemnity covenants in this Agreement, including without limitation this Section 4.6.

4.7. Legal Effect. Each of the easements and rights created by this Agreement are appurtenant to the Tract to which they relate and may not be transferred, assigned or encumbered except as an appurtenance to such Tract. For the purpose of each such easement and right, the benefited Tract will constitute the dominant estate and the burdened Tract will constitute the servient estate. Each covenant contained in this Agreement:

(a) is made for the direct, mutual and reciprocal benefit of each other Tract;

(b) creates mutual equitable servitudes on each Tract in favor of each other Tract;

(c) constitutes a covenant running with the land;

(d) binds every Owner now having or hereafter acquiring an interest in any Tract; and

(e) will inure to the benefit of each Owner and each Owner's successors and assigns (the phrase "successors and assigns" includes without limitation mortgagees and purchasers at foreclosure sales, their successors and assigns).

Each Owner agrees that on conveyance of its Tract or any portion thereof, the grantee, by accepting such conveyance will thereby become a new party to and be bound by this Agreement,

and shall be required to deliver to the other Owners a written assumption and agreement to perform all of the terms, covenants and conditions on its transferor's (or a predecessor of such transferor) part contained in this Agreement to which its transferor or predecessor was a party, in form and substance satisfactory to the other Owners. In each such instance the Owner conveying its interest in the Tract agrees:

(i) to require the grantee to assume and agree to perform each of the obligations of the conveying Owner under this Agreement to which its transferor or predecessor is a party with respect to the Tract conveyed to such grantee by means of a written instrument executed, acknowledged and recorded in Portage County, Wisconsin; and

(ii) to give notice of each such conveyance and agreement to each other Owner within ten (10) days after the execution thereof, which notice will be accompanied by a copy of such conveyance and agreement.

On such assumption by a grantee and the giving of notice thereof, the conveying Owner will thereafter be released from any obligation under this Agreement arising thereafter with respect to the Tract so conveyed. Each Owner agrees on the written request of the conveying Owner to execute and deliver any appropriate documents or assurances to evidence such release. In the event an Owner is not released, it shall remain personally liable for performance of all of the terms, covenants and conditions on its (or a predecessor's) part contained in this Agreement, for the balance of the term hereof.

4.8. No Dedication. Nothing contained in these grants of easements will be deemed to constitute a gift, grant or dedication of any portion of a Tract to the general public, it being the intention of the Owners that this Agreement will be strictly limited to the use of the parties and Owners, and their respective permittees. This Agreement is intended to benefit the parties and Owners and their respective successors and assigns, and is not intended to constitute any person which is not a party or Owner, a third-party beneficiary hereunder, or to give any such person any rights hereunder, except otherwise provided herein.

4.9. Condemnation. In the event the whole, or any part, of a Tract is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, an Owner benefited by an easement created by this Agreement will not share in any award, compensation, or other payment made by reason of the taking of a portion of any Tract which is subject to such easement, and such award, compensation or other payment will belong entirely to the Owner of that portion of the Tract which is taken, and such Owner will have no further liability to any other Owner for the loss of such easements, or portion thereof, located on the Tract so taken, subject to Section 6.3 hereof.

ARTICLE V
MAINTENANCE

5.1. Building Maintenance. The Owners each agree that all buildings and other improvements on the respective Tracts shall be kept and maintained by it at no expense to the others in good, safe and sanitary order, condition and state of repair continuously throughout the

entire term of the easements. In the event that an Owner fails to discharge its obligations under this article within the applicable time periods specified in Section 7.3 after receiving written notice thereof, the other parties and Owners (subject to Section 7.4 hereof) shall have the right to perform such repairs and maintenance and charge the defaulting party or Owner the cost thereof.

5.2. Common Area Maintenance. The Authority agrees to perform or cause to be performed all maintenance of the Common Area and facilities subject to reimbursement from the other Owners as provided for above. "Maintenance" shall mean that all Common Area, facilities and improvements including the Parking Spaces and walkways will be kept at all times in good order and condition in state of repair and well-lighted all in accordance with present reasonable standards of operations, including without limitation keeping the same in a clean, safe and sanitary condition, the prompt removal of all rubbish, litter, snow and surface waters and the resurfacing, stripping, marking and repair and replacement of all malls, service areas, walkways, and landscaping.

5.3. Parking Maintenance. The Authority agrees to maintain, repair and replace the Common Area, including but not limited to the surface and subsurface of the parking facilities, access lanes, and service courts; lighting; and landscaping, and to maintain all such areas reasonably level, smooth and evenly covered with the type of materials originally constructed thereon or such substitutes as will in all reasonable respects be substantially equal to such materials in quality, appearance and durability, continuously throughout the entire term of the easements per Section 4.5 hereof. The Authority's maintenance shall include such appropriate parking area entrance, exit and directional signs, markers and lights as will reasonably be required from time to time and such painting and repainting as may be required to maintain the parking facilities and Parking Spaces and improvements and equipment included thereon in high-quality condition.

ARTICLE VI
INSURANCE, CONDEMNATION AND DAMAGE

6.1. Insurance. Prior to commencing any construction, improvements or alterations upon the Development, each party or Owner, except the City or Authority, shall obtain and keep in full force and effect during such activities an all risk builders risk insurance policy as to such party's or Owner's portion of the site with coverage equal to the total amount of such party's construction contract or contracts for all improvements being constructed. Any such insurance policy shall include the other Owners as additional insureds. Such policies of insurance mentioned in this Section 6.1 shall be written by responsible insurance companies authorized to do business in the State of Wisconsin and all such policies shall contain or permit a waiver of the insured's rights to which the insurer may succeed by subrogation, and this Agreement constitutes each party's or Owner's waiver of such rights. Prior to commencement of construction, each party or Owner shall file with the City Clerk an insurer's certified copy of its insurance policies demonstrating that all coverages required herein are in full force and effect and providing written notice will be given to each of the other parties and Owners at least thirty (30) days prior to termination or cancellation or reduction of such coverage. The City and the Authority shall obtain construction bonds with respect to all construction, improvements or alterations upon the Development.

Each party or Owner shall maintain all risk insurance covering all of the buildings and improvements located in its portion of the Development in an amount equal to the full replacement cost thereof (ninety percent (90%) of full replacement cost in the case of the Shopko Site) without deduction for depreciation or obsolescence, with a deductible of not greater than One Hundred Thousand Dollars ($100,000.00). All such policies shall contain a waiver of subrogation and this Agreement constitutes each party's or Owner's waiver. Each party and Owner shall maintain comprehensive public liability insurance naming each of the other parties and Owners as insureds with coverage of at least One Million Dollars ($1,000,000.00) per occurrence and at least Three Million Dollars ($3,000,000.00) in the aggregate. Each party and Owner shall also supply all other parties with an insurer's certified copy of such policies of insurance. At least 30 days before the expiration of an insurance policy, the party or Owner who originally obtained same shall deliver to the other parties and Owners reasonably satisfactory proof of continuation or replacement of such insurance coverage. Such minimum insurance coverages shall be adjusted each five years to respond to changes in risks and coverages per an independent insurance consultant's advice. Such insurance coverages shall continue to be maintained by such party or Owner, or its successor or assign, continuously throughout the term of the easements contained herein.

6.2. Mutual Indemnification. Each party and Owner with respect to its portion of the Development shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend and hold each other party and Owner harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys fees) arising out of or in any way related to the failure by such party or Owner to maintain and operate its Tract in a safe and proper condition. Each party and Owner shall give each other parties and Owners prompt and timely notice of any claim made, or suit or action commenced which in any way could result in indemnification hereunder. No party or Owner shall be required to indemnify another party or Owner against such other party's or Owners own negligence or willful acts, or those of its agents, employees or contractors, although the public-liability insurance required to be carried by each party or Owner on its part of the Development is required to include all parties and Owners as additional insured, and hence covers their negligence on the property of the named insured.

6.3. Condemnation. If any buildings or improvements located in the Development are taken or condemned by any duly constituted authority or are voluntarily conveyed to such an authority pursuant to the threat of condemnation, then each party or Owner as to their portion of the Development shall promptly cause to be rebuilt and restored the remainder thereof to the extent practicable to the condition and general appearance immediately prior to such taking without contribution from any other party or Owner. If such condemnation or taking is so extensive as to make it impracticable in the reasonably exercised business judgment of the condemned party or Owner to continue to transact business in the remaining portion of said party's or Owner's portion of the Development, then such party or Owner shall have the right to terminate its rights and obligations under this Agreement by notice thereof giver to the other parties and Owners, such termination to occur on the sixtieth (60th) day following the giving of such notice. The party or Owner whose property is condemned shall have the sole right to any and all the award proceeds resulting from the condemnation, and the other parties and Owners waive any and all right's with respect to such award proceeds; provided, however, that any party

or Owner may claim and collect consequential damages, if any, to its own portion of the Development resulting from the taking.

6.4. Damage and Destruction. The parties covenant and agree that in the event of the destruction or damage to the buildings and/or improvements on the site by fire or other casualty, any such party or Owner whose property has been so damaged shall either: (i) cause the same to be rebuilt, repaired or replaced, the same to at least as good a condition and to the same general appearance as existed prior to the damage or destruction, or (ii) raze the remaining portion of the building, remove the debris, and cover the area from which the building was removed with landscaping, asphalt, or some other dust cap material.

ARTICLE VII
UNAVOIDABLE DELAYS, DEFAULTS AND REMEDIES

7.1. Unavoidable Delays. The time for performance of any term, covenant, condition or agreement of this Agreement shall be extended by any period of Unavoidable Delays. In this Agreement "Unavoidable Delays" means a cause beyond the reasonable control of the party or Owner obligated to perform the applicable covenant, condition or agreement under this Agreement and shall include without limiting the generality of the foregoing, delays attributable to acts of God, any other party or Owner (for example, a delay in transfer of possession) strikes, lockout, labor disputes, explosion, governmental restrictions, court injunctions, riot, civil commotion, war, invasion, insurrection, sabotage, malicious mischief, inability (notwithstanding good faith and diligent efforts) to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure or power, failure of transportation, fires, epidemics, quarantine restrictions, freight embargos, unusually severe weather for Stevens Point, Wisconsin, inability (notwithstanding good faith and diligent efforts) to obtain governmental permits or approvals or delays of contractors or subcontractors due to such causes, acts of a public enemy and casualty (and not caused by any act or failure to act by the party or Owner hereby delayed in such performance). Notwithstanding the foregoing, Unavoidable Delays shall not include delays attributable to financial difficulties of such party or Owner who is delayed in such performance. In the event any party or owner intends to avail itself of this Section, it shall give written notice of such intent to the other parties or Owners, such notice to be given not more than 30 days after the date when the prevention, interruption or delay caused by the Unavoidable Delay began.

7.2. Injunctive Relief. In the event of any violation or threatened violation by any party or Owner of any of the provisions of this Agreement, in addition to the right to collect damages, each party or Owner will have the right to enjoin such violation or threatened violation in a court of competent jurisdiction, unless the remedies for breach of the specific covenant expressly negate the availability of injunctive relief. Prior to the commencement of any such action, written notice of the violation will be given to the party or owner claimed to have committed such violation.

7.3. Self Help. In the event any party or Owner fails to perform any of the provisions of this Agreement, any other party or Owner will have the right, without being obligated to do so, to enter upon the Tract and improvements of such defaulting Owner and perform the obligations of the defaulting Owner hereunder; provided, however, that written notice of such

intention, specifying the nature of the alleged default and the actions to be performed, has been given to the defaulting Owner not less than ten (10) days in the case of a default in the payment, or thirty (30) days in the case of any other defaults, prior to the commencement of much action, or not less than twenty-four (24) hours prior to such commencement if, in the reasonable judgment of the party or Owner giving notice, such default is of an emergency nature. During such ten (10) or thirty (30) day or-twenty-four (24) hour period, as the case may be, the defaulting party or Owner will have the right to perform or commence performance of action appropriate to remedy such default, and provided such action is diligently carried to completion the right of such other party or Owner to perform the obligation, of the defaulting party or Owner will terminate. If an Owner or party elects to perform the action to have been performed by a defaulting Owner or party, on completion of such an action, or from time to time, if the action is of a continuing nature, an itemized statement of the cost thereof will he submitted to the defaulting Owner, and the amount thereof will be immediately due and payable by the defaulting Owner or party, which amount will bear interest at the rate of eighteen percent (18%) per annum until paid. In the case of defaults which cannot reasonably be cured with due diligence within thirty (30) days, the grace period shall continue for a reasonable period provided that the curing process is commenced and prosecuted with due diligence to completion by the defaulting party or Owner. The parties and Owners agree that snow and debris removal defaults shall be regarded as defaults of an emergency nature under this Section 7.3.

7.4. Notice to Lender and Right to Cure Defaults. From and after the date upon which the holder of a mortgage on a Tract has provided written notice and a mailing address to the other parties and Owners, and thereafter for so long as such mortgagee is the holder of a note secured by a lien (or a leasehold estate in the case of a sale and leaseback financing) on all of the Tract of a party or Owner (hereinafter called the "**Mortgaged Premises**"), the parties and Owners agree that in the event of any default by a party or Owner in the full performance of any obligation agreed to be performed or imposed upon such party or Owner pursuant to this Agreement or any other agreement made by such party or Owner with or for the benefit of the other parties and Owners, each other party and Owner hereto agrees that such default shall not constitute grounds for, give rise to, or result in the invocation by any such other party or Owner of any of its rights hereunder or thereunder to terminate any of its obligations under this Agreement or any other such agreement with such party or Owner, to withdraw all or any portion of its Tract from the operation hereof or to refuse to fully perform each and every one of its agreements hereunder or under any other such agreement with such party or Owner unless prior to invoking any such rights the aggrieved party or Owner shall notify the mortgagee in writing (which notice may be given simultaneously with notice of the default to such defaulting party or Owner) of the alleged default on the part of such party or Owner in the performance of its obligations to said aggrieved party or Owner and shall afford the mortgagee the right and privilege to cure or to effect a cure of the default within any period of time, measured from the date the mortgagee has notice of each such default, afforded such party or Owner under this Agreement or any other such agreement to cure the alleged default or within an additional period of sixty (60) days thereafter.

ARTICLE VIII
TERM

8.1. Term. Unless otherwise specifically provided in this Agreement, this Agreement shall continue and the obligations hereunder shall remain binding from the date hereof until January 1, 2030. Upon any termination of this Agreement, all rights and privileges derived from and duties and obligations created or imposed by the terms of this Agreement shall terminate and thereafter cease to exist and all burdens in favor of any of the benefited Tracts upon any of the burdened Tracts; referred to herein shall likewise terminate and thereafter cease to exist, except that (i) easements granted pursuant to Section 4 shall not so terminate; and (ii) such termination shall not limit or affect any remedy at law in equity or under this Agreement of any party or Owner with respect to any liability and obligation on the part of such other party or Owner arising or to be performed under this Agreement prior to the date of such termination.

ARTICLE IX
MISCELLANEOUS

9.1. Amendment. This Agreement and any provision herein contained may be terminated, extended, modified, or amended as to all Tracts or any Tract, only with the express written consent of all of the parties and Owners of the real property included within all Tracts. No amendment, modification, extension or termination of this Agreement will affect the rights of the holder of any mortgage constituting a lien on any Tract unless such mortgagee consents to the same, nor will any amendment, modification, extension or termination be effective against any mortgagee subsequent to much mortgagee's acquiring title to a Tract by foreclosure or deed in lieu of foreclosure, unless the mortgagee has so consented in writing. No tenant, licensee or other person having only a possessory interest in the improvements constructed on a Tract will be required to join in the execution of or consent to any action of the Owners taken pursuant to this Agreement.

9.2. Notice of Default. An Owner or party will not be in default under this Agreement unless the Owner or party has received written notice specifying the nature of such default and has failed to cure or commence appropriate action to cure such default within the grace periods herein provided.

9.3. No Termination. No breach of this Agreement will entitle any party or Owner to cancel, rescind or otherwise terminate this Agreement. The foregoing limitation will not affect, in any manner, any other right or remedy which any party or Owner might have by reason of any breach of this Agreement.

9.4. Approvals. When approval by any party or Owner is required hereunder, such approval will not be unreasonably withheld. Unless provision is made for a specific period of time, the period of time in which approval will be granted will be thirty (30) days, and if a party or Owner neither approves nor disapproves a proposed action within that period, such Owner or party will be deemed to have given such its approval. If an Owner or party disapproves any action proposed by another Owner or party hereunder, such disapproval will not be effective unless the reasons for such disapproval are stated in writing.

9.5. Attorneys' Fees. If any Owner or party institutes any action or proceeding against another Owner or party relating to the provisions of this Agreement or any default hereunder, the unsuccessful Owner or party in such action or proceeding will reimburse the successful Owner or party therein for the reasonable expenses of attorneys' fees and disbursements incurred by the successful Owner or party.

9.6. Waiver of Default. No waiver of any default by any Owner or party will be implied from the failure by any other Owner or party to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Owner or party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any Owner or party might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by any Owner or party will not impair such Owner's or party's standing to exercise any other right or remedy.

9.7. No Partnership. Nothing contained in this Agreement and no action by the Owners or parties will be deemed or construed by the Owners or parties or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among any of the Owners or parties.

9.8. Severability. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

9.9. Governing Law. This Agreement will be construed in accordance with the laws of the State of Wisconsin.

9.10. Captions. The captions of the paragraphs of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

9.11. Time. Subject to Unavoidable Delays, time is of the essence of this Agreement.

9.12. Binding Effect. The provisions of this Agreement will be binding on the Owners and parties and their respective successors and assigns to the extent herein provided. The phrase "successors and assigns" when used herein includes any Mortgagee who acquires title to a Developer Tract by foreclosure of its mortgage or otherwise, as well as any purchaser of a Developer Tract at a foreclosure sale, together with their successors and assigns.

9.13. Third Parties. This Agreement is made for the exclusive benefit of the parties hereto and their successors and assigns herein permitted and not for any third person; nothing in this Agreement, express or implied, in intended to confer upon any person, other than the parties hereto and their successors and assigns; herein permitted, any rights, or remedies under or by reason of this Agreement, except as expressly herein provided otherwise.

9.14. Notices. Notices required or permitted under or given with respect to this Agreement shall be in writing and either delivered personally to a party or Owner or sent by registered or certified mail, return receipt requested, to a party or Owner at its address set forth above, with a copy to the party's or Owner's counsel at the address set out at the end of this Agreement. Notices so sent by mail shall be deemed received by the addressee five days after mailing. A party or Owner may change its address, counsel or counsel's address by written notice to the other parties and Owners, at any time and from time to time, and may also add additional persons to receive copies of notices to it (up to, but not in excess of a total of six copies).

9.15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

9.16. Payment of Real Estate Taxes. The parties and Owners hereto each agree that they will pay all real estate taxes and assessments, both general and special, which are levied or assessed against such party's or Owner's Tract. All such taxes and assessments shall be paid promptly when due by the party or Owner liable therefor hereunder. Any party or Owner may contest the amount or legality of any tax or assessment on its Tract, in accordance with applicable law, but shall pay same before any other party's or Owner's rights under this Agreement are lost.

9.17. Remedy Not Exclusive. It is understood and agreed by and among the parties and Owners, that the remedies of the parties and Owners provided for in this Agreement are not the sole remedies of a party or Owner and shall not be construed to be, by way of limitation, the only remedy available to them, but in addition either party shall be entitled to all remedies available in law or in equity for a breach by another party or Owner.

9.18. Estoppel Certificates. At any time and from time to time, the parties and Owners agree, upon request in writing from one to the other, to execute, acknowledge and deliver a statement in writing and in form reasonably satisfactory to the requesting and responding party or Owner, certifying to all or any part of the following information: that this Agreement is unmodified and in full force and affect (or if there has been modification, that the same in is full force and effect as modified and stating the modifications that to the best of the knowledge of the person signing the certificate), there in no uncured default under this Agreement by the requesting party or Owner, or if there in a default, the nature thereof; that there are no offsets under this Agreement which the responding party or Owner has against the requesting party or Owner, or if there is an offset, the nature and amount thereof.

9.19. Limitation on Liability. The parties agree that in the event a party or Owner fails to observe, fulfill or perform any covenant, term or condition of this Agreement upon its part to

be observed, fulfilled or performed and, as a consequence of such a default, a party or Owner recovers a money judgment against such other party or Owner, such judgment shall be satisfied (subject to any prior rights of any mortgagee, its successors or assigns) only out of the right, title and interest of such party or Owner in a Tract and out of rents or other income from such property accruing to such party or Owner, and such party or Owner shall not be personally liable for any deficiency. This Section shall not be deemed to limit or otherwise affect the parties' or Owners' right to seek and obtain injunctive relief or specific performance or to avail itself of any other right or remedy not expressly limited above in this Section.

9.20. Merchants' Association. The Merchants' Association created under the Original Agreement shall be dissolved.

9.21. References of Record. The parties recognize that by virtue of Section 893.33 of the Wisconsin Statutes currently in effect, easements, covenants and restrictions on use of real estate set forth in any recorded instrument may be barred or rendered unenforceable after various periods from the date of recording as set forth in the statutes, unless an instrument as prescribed by such statutes is filed for record. It is agreed that, as to any restriction, easement, condition or covenant which is by the terms of this Agreement to be extended beyond its applicable period as provided in the statute, any party or Owner or any successor or assign of a party or Owner may file for record the proper instrument for the purpose of extending the same beyond the statutory period so that the same shall terminate only as provided in this Agreement. In the event any party, Owner or successor or assign shall fail or refuse to join in the execution of any such instrument, then each and every other party and Owner and their successors and assigns are hereby appointed an attorney-in-fact for such party or Owner failing or refusing to join in such a request to execute and file such an instrument, which power shall be deemed coupled with an interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

(Signature pages follow)

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT, WISCONSIN

By: _____
Honorable Andrew J. Halverson, its Chairperson

Attest:

_____
Michael R. Ostrowski
By: Its Executive Director

Counsel for the Authority:
Louis J. Molepske, City Attorney
1515 Strongs Avenue
Stevens Point, WI 54481

STATE OF WISCONSIN)

:ss

COUNTY OF PORTAGE)

Personally came before me this _____day of _____, 2012, Andrew J. Halverson, Chairperson, and Michael R. Ostrowski, Executive Director, of the above-named Community Development Authority of the City of Stevens Point, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Chairperson and Executive Director, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Community Development Authority of the City of Stevens Point, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires: _____

THE CITY OF STEVENS POINT, WISCONSIN

By: _____
Honorable Andrew J. Halverson, its Mayor

Attest:

_____
John V. Moe
By: Its City Clerk

Counsel for the City:
Louis J. Molepske, City Attorney
1515 Strongs Avenue
Stevens Point, WI 54481

STATE OF WISCONSIN)

:ss

COUNTY OF PORTAGE)

Personally came before me this _____day of _____, 2012, Andrew J. Halverson, Mayor, and John V. Moe, City Clerk, of the above-named City of Stevens Point, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Stevens Point, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires: _____

SPIRIT SPE PORTFOLIO 2006-1, LLC,

A Delaware Limited Liability Company

By: _____

Joni G. Barrett, ~~its Member~~
Vice President

~~**Counsel for Spirit:**~~
~~Linda M. Mitchell~~
~~Lewis and Roca, LLP~~
~~40 North Central Avenue, Suite 1900~~
~~Phoenix, Arizona 85004~~

STATE OF ARIZONA)

:ss

COUNTY OF Maricopa)

Personally came before me this 14 day of September, 2012, Joni G. Barrett, Vice President, of the above-named Limited Liability Company, to me known to be the person who executed the foregoing instrument and to me known to be such Vice President of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

LThomas

Notary Public, State of Arizona

My commission expires: 3/10/14

This instrument drafted by:
Louis J. Molepske, City Attorney
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
(715) 346-1556

L. THOMAS
Notary Public - Arizona
Maricopa County
My Comm. Expires Mar 10, 2014

EXHIBIT A

LEGAL DESCRIPTION OF THE MALL

A parcel being that part of Blocks 3, 4, 13 and Outlot 1 of Strongs, Ellis and Others Addition, of Blocks 27, 28, 29 and 32 of Valentine Brown's Addition to the City of Stevens Point, and of vacated College Avenue, Second Street and Third Street, located in Government Lot 1 and the Northeast quarter of Northwest quarter, Section 32, Township 24 North, Range 8 East, City of Stevens point, Portage County Wisconsin, described as follows:

Commencing at the Southwest corner of said Block 13; thence South 89 degrees 25 minutes 17 seconds East a distance of 79.93 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 27.83 feet to the point of beginning; thence South 90 degrees 00 minutes 00 seconds East a distance of 60.00 feet; thence North 00 degrees00 minutes 00 seconds West a distance of 112.00 feet; thence South 90°00 minutes 00 seconds East a distance of 238.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 5.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 227.08 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 30.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 217.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 30.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 93.08 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 13.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 80.00 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 13.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 75.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 154.84 feet; thence South 45 degrees 00 minutes 00 seconds East a distance of 12.25 feet; thence South 45 degrees 00 minutes 00 seconds West a distance of 22.25 feet; thence South 45 degrees 00 minutes 00 seconds East a distance of 10.00 feet; thence South 00 degrees 00 minutes 00 seconds East a Distance of 50.70 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 180.65 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 4.62 feet; thence North 88 minutes 50 minutes 48 seconds West a distance of 60.25 feet; thence North 00 degrees 55 minutes 58 seconds East a distance of 17.91 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 241.48 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 92.50 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 21.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 8.00 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 128.00 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 10.00 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 10.00 feet; thence South 45 degrees 00 minutes 00 seconds West a distance of 12.73 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 11.00 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 42.08 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 5.00 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 298.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 30.00 feet to the point of beginning and there terminating.

Said parcel contains approximately 168,437 square feet or 3.87 acres

Bearings referenced to the South line of said Block 13, Strongs, Ellis and Others Addition having a grid bearing of South 89 degrees 25 minutes 17 seconds East, Wisconsin State Plane Coordinate System, Central Zone.

Parcel No. 281-2408-32-2029-51

EXHIBIT B

LEGAL DESCRIPTION OF THE DUNHAM SITE

Lot 1 of Portage County Certified Survey Map Number 6808-25-31, being a part of Block 32 of Valentine Brown's Addition to the City of Stevens Point, located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

Said Lot 1 contains approximately 23,414 square feet or 0.537 acres.

Parcel No. 281-2408-32-2029-61

EXHIBIT C

LEGAL DESCRIPTION OF THE SHOPKO SITE

That part of the Blocks 29, 30, 31, and 32 and of vacated Union Street and College Avenue of Valentine Brown's Addition to the City of Stevens Point, located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East City of Stevens Point, Portage County, Wisconsin, described as follows:

Commencing at the northeast corner of said Block 29 of Valentine Brown's Addition; thence South 00 degrees 57 minutes 46 seconds West 18.65 feet to the point of beginning; thence East 198.50 feet; thence South 10.00 feet; thence East 80.00 feet; thence North 139.00 feet; thence West 30 feet; thence North 37.00 feet; thence West 50.00 feet; thence North 95.00 feet thence West 341.00 feet; thence South 261.00 feet; thence East 142.50 feet to the point of beginning and there terminating.

Said parcel contains approximately 101,971 square feet or 2.34 acres.

Parcel No. 281-2408-32-2029-50

EXHIBIT D

LEGAL DESCRIPTION OF THE COMMON AREA

That part of Blocks 29, 30, 31, and 32 of Valentine Brown's Addition and of vacated Union Street, Third Street and College Avenue located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the southwest corner of said Block 13, thence South 89 degrees 25 minutes 17 seconds East 2.97 feet to the east right of way line of Water Street; thence northeasterly along said right of way line and the arc of a 369.76 foot radius curve, center to the east a distance of 78.99 feet, the chord bears North 12 degrees 36 minutes 16 seconds East 78.84 feet; thence continuing North 18 degrees 43 minutes 27 seconds East along said right of way line 114.78 feet; thence North 56 degrees 15 minutes 07 seconds East 106.14 feet to the south right of way line of CenterPoint Drive; thence continuing South 89 degrees 10 minutes 56 seconds East along said south right of way line 63.26 feet to the west right of way line of vacated Second Street, said Second Street vacated August 23, 1984 document number 381320; thence North 79 degrees 37 minutes 05 seconds East along the south right of way line of said CenterPoint Drive 50.94 feet to the east right of way line of vacated Second Street; thence South 88 degrees 35 minutes 19 seconds East along the south right of way line of said CenterPoint Drive 293.37 feet to the west right of way line of vacated Third Street, said Third Street vacated September 25, 1984 document number 378930 and the **point of beginning**; thence South 89 degrees 21 minutes 12 seconds East 50.00 feet to the east right of way line of vacated Third Street; thence continuing North 89 degrees 52 minutes 02 seconds East along said south right of way line of CenterPoint Drive 271.79 feet; thence continuing South 78 degrees 49 minutes 22 seconds East along said south right of way line 61.19 feet; thence continuing North 89 degrees 52 minutes 02 seconds East along said south right of way line 393.01 feet; thence continuing southeasterly along said south right of way line 48.78 feet along the arc of a 286.50 foot radius curve, center to the south, the chord bears South 85 degrees 15 minutes 31 seconds East 48.72 feet to a point of compound curve; thence continuing southeasterly along said south right of way line 260.01 feet along the arc of a 1116.42 foot radius curve, center to the south, the chord bears South 73 degrees 42 minutes 45 seconds East 259.42 feet; thence southwesterly along the west right of way line of Church Street 162.20 feet along the arc of a 303.92 foot radius curve, center to the west, the chord bears South 14 degrees 48 minutes 19 seconds West 160.29 feet; thence continuing South 00 degrees 29 minutes 04 seconds East along said west right of way line 317.60 feet to the north right of way line of Main Street; thence South 89 degrees 32 minutes 19 seconds West along said north right of way line 377.74 feet to the west line of vacated Union Street said Union Street vacated September 25, 1984 document number 378931; thence South 89 degrees 49 minutes 37 seconds West along said north right of way line 95.08 feet; thence North 147.97 feet; thence West 42.34 feet to the face of the east wall of the enclosed mall building and its southerly extension; thence North along said east wall 72.01 feet; thence North 45 degrees 00 minutes 00 seconds West along said east face 10.00 feet; thence North 45 degrees 00 minutes 00 seconds East 22.25 feet to the face of the south wall of the Shopko building; thence East along said south wall and its easterly extension 395.66 feet; thence North and parallel with the face of the east wall of said Shopko building 230.33 feet; thence West 63 feet to said east wall; thence North 31.00 feet to the northeast corner of said Shopko Building; thence West along the face of the

north wall of said Shopko building 341.33 feet to its northwest corner; thence South along the face of the west wall of said Shopko building 97.83 feet to the face of the north wall of the enclosed mall building; thence West along said north wall 248.08 feet to a building corner; thence South along said north wall 30.00 feet to a building corner; thence West along said north wall 217.00 feet to a building corner; thence North along said north wall 30.00 feet to a building corner; thence continuing West along said north wall of the enclosed mall building 55.63 feet to the west right of way line of said vacated Third Street; thence North 00 degrees 54 minutes 42 seconds East along said west right of way line 157.30 feet to the point of beginning and there terminating.

Excepting there from the Stage Store/Dunham Store described as follows:

Lot 1 of Portage County Certified Survey Map Number 6808-25-31, document number 536128 located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

And further excepting there from that portion of the future extensions of Third Street and Strongs Avenue between Main Street and CenterPoint Drive.

Said Common Area contains approximately 202,670 square feet or 4.65 acres.

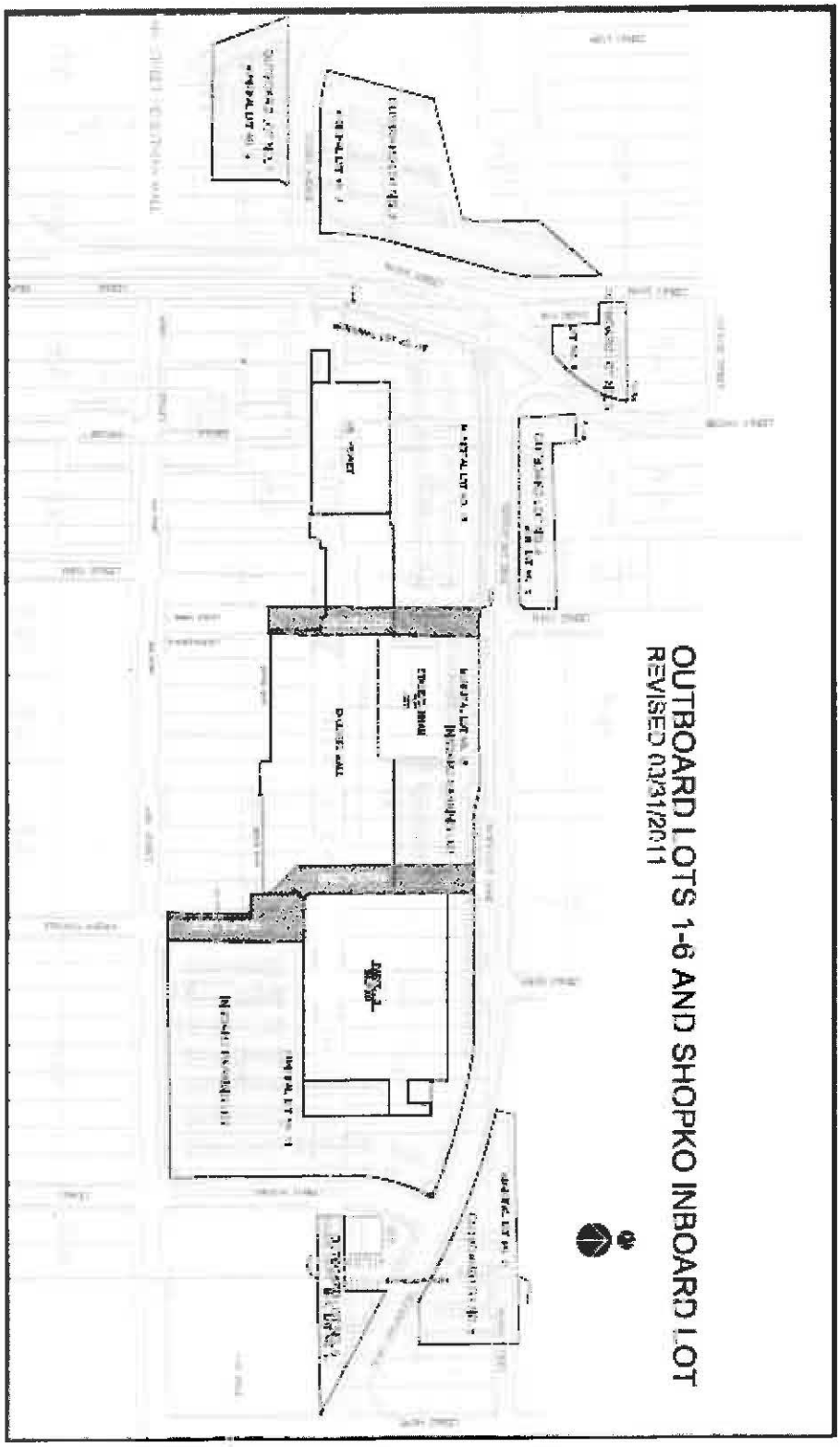

OUTBOARD LOTS 1-6 AND SHOPKO INBOARD LOT
REVISED 03/31/2011

EXHIBIT E

LEGAL DESCRIPTION OF PROPERTY REMOVED FROM THIS AGREEMENT

Lot 1 of Portage County Certified Survey Map No. 10287-46-17 as recorded in Volume 46 of Survey Maps, page 17, located in part of Lots 2, 3, and 4 of Block 3, Lots 1, 2, 3, and 4 of Block 4, Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Block 13 and Outlot 1 of Strong, Ellis, and Others Addition, and part of Lots 1, 2, 3, 4, and 5 of Block 27 of Valentine Brown's Addition to the City of Stevens Point, and part of vacated College Avenue and Second Street, located in Government Lot 1 and the NE 1/4 of the NW 1/4 of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

EXHIBIT F

LEGAL DESCRIPTION OF OUTBOARD/PERIPHERAL PARKING AREAS THAT ARE REMOVED FROM THIS AGREEMENT

OUTBOARD PARKING LOT NO. 1
(A/k/a Municipal Parking Lot 4)

Lot 2 of Portage County Certified Survey Map Number 3878-13-236 being a part of Lots 1, 2, and, 3, Block 1, part of Lots 1, 2, 9, and 10 of Block 2 of Strong, Ellis and Others Addition, part of the Old Slough and part of vacated Crosby Avenue, Volume 481, page 637 of Micro-Records, located in Government Lot One, Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

Outboard Lot No. 1 contains approximately 36,218 square feet or 0.83 acres.

OUTBOARD PARKING LOT NO. 2
(A/k/a Municipal Parking Lot 2)

Lot 1 of Portage County Certified Survey Map Number 3878-13-236 being a part of Block 12 of Strong, Ellis and Others Addition, part of the Old Slough and part of vacated College Avenue located in Government Lot One, Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

Outboard Lot No. 2 contains approximately 85,210 square feet or 1.96 acres.

OUTBOARD PARKING LOT NO. 3
(A/k/a Municipal Parking Lot 6)

That part of Block 15 of Strong, Ellis and Others Addition and part of vacated River Street located in Government Lot One, Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the northeast corner of Block 17 of said Strong, Ellis and Others Addition; thence South 00 degree 59 minutes 08 seconds East along the west right of way line of Second Street 51.93 feet; thence continuing along said right of way line South 13 degrees 01 minutes 26 seconds West 83.47 feet to the north right of way line of River Street, now vacated and the point of beginning; thence continuing South 13 degrees 00 minutes 19 seconds West along the westerly right of way line of Second Street 38.98 feet; thence continuing along said right of way line southwesterly 103.40 feet along the arc of a curve, concave to the northwest, radius 266.48 feet, central angle 22 degrees 13 minutes 54 seconds, the chord bears South 36 degrees 56 minutes 27 seconds West 102.75 feet; thence continuing along said right of way line southwesterly 21.10 feet along the arc of a curve, concave to the southeast, radius = 308.48 feet, central angle = 03 degrees 56 minutes 38 seconds, the chord bears South 46 degrees 05 minutes 05 seconds West along said right of way line 21.09 feet; thence South 89 degrees 30 minutes 47 seconds West 53.10 feet to the east line of Lot 1 of Portage County Certified Survey Map

Number (PCCSMN) 5639-20-210; Thence North 01 degree 32 minutes 35 seconds West along said east line of Lot 1 a distance of 84.02 feet to the northeast corner of said Lot 1; thence South 89 degrees 30 minutes 47 seconds West along the north line of said Lot 1 a distance of 38.00 feet to the east right of way line of First Street; thence North 01 degree 32 minutes 35 seconds West along said east right of way line 5.90 feet; thence continuing North 00 degrees 37 minutes 57 seconds West along said east right of way line 44.10 feet to the north line of vacated River Street; thence North 89 degrees 30 minutes 47 seconds East along the north right of way line of vacated River Street 179.73 feet to the point of beginning and there terminating.

Outboard Lot No. 3 contains approximately 16,500 square feet or 0.38 acres.

OUTBOARD PARKING LOT NO. 4
(A/k/a Municipal parking Lot 8)

That part of Lot 1 of Portage County Certified Survey Map Number (PCCSMN) 2209-8-67, that part of Outlot 1 of Strong, Ellis and Others Addition, that part of the "Old Slough" and that part of Second Street located in Government Lot 1 and the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the northwest corner of Block 16 of said Strong, Ellis and Others Addition; thence South 00 degrees 59 minutes 08 seconds East along the east right of way line of Second Street147.68 feet; thence continuing South 02 degrees 16 minutes 20 seconds East along said right of way line 78.75 feet to the point of beginning; thence continuing South 02 degrees 16 minutes 20 seconds East along said right of way line 43.20 feet to the northwest corner of said Lot 1 of PCCSMN 2209-8-68; thence North 88 degrees 43 minutes 00 seconds East along the north line of said Lot 1 and its easterly extension 301.50 feet to the west right of way line of Third Street; thence South 00 degrees 36 minutes 17 seconds West along said right of way line 56.69 feet; thence South 45 degrees 14 minutes 22 seconds West 14.23 feet to the north right of way line of CenterPoint Drive; thence South 89 degrees 52 minutes 27 seconds West along said right of way line 287.61 feet to the east right of way line of Second Street; thence continuing South 89 degrees 52 minutes 27 seconds West 50 feet to the west right of way line of Second Street; thence North 03 degrees 07 minutes 16 seconds West along said right of way line 58.80 feet; thence continuing North 02 degrees 16 minutes 20 seconds West along said right of way line 43.20 feet; thence North 87 degrees 43 minutes 40 seconds East 50 feet to the point of beginning and there terminating.

Outboard Lot No. 4 contains approximately 24,150 square feet or 0.55 acres.

OUTBOARD PARKING LOT NO. 5
(A/k/a Municipal Parking Lot 11)

That part of Lots 3, 4, and 5, Block 3 of Smith, Briggs and Phillips Addition, that part of Briggs Street and that part of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter all in Section 32, Township 24 North, Range 8 East, City of Stevens Point, Wisconsin described as follows:

Beginning at the intersection of the north right of way line of Briggs Street and the north-south quarter line of said Section 32 ; thence westerly along said north right of way line of Briggs Street 294 feet; thence southwesterly on a line normal to the northerly right of way line of CenterPoint Drive to its intersection with said northerly right of way line; thence southeasterly along said northerly right of way line of CenterPoint Drive to its intersection with the south line of Lot 5 of Block 3 of said Smith, Briggs and Phillips Addition; Thence easterly along said south line of said Lot 5 and the south line of Lots 4 and 3 of said Block 3 to the east line of the west half of said Lot 3; thence northerly along said east line and its extension to its intersection with the north right of way line of Briggs Street; thence westerly along said north right of way line to the point of beginning and there terminating.

Outboard Lot No. 5 contains approximately 47,875 square feet or 1.10 acres.

OUTBOARD PARKING LOT NO. 6
(A/k/a Municipal Parking Lot 10)

That Part of Lots 6, 7, and 8 of Block 3, of Smith, Briggs and Phillips Addition, that part of College Avenue and that part of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter all in Section 32, Township 24 North, Range 8 East, City of Stevens Point, Wisconsin described as follows:

Beginning at the intersection with the south right of way line of said College Avenue (n/k/a College Court) and the north-south quarter line of said Section 32; thence westerly along said south right of way line 112 feet; thence northerly at right angles to said south right of way line to the north right of way line of College Avenue; thence easterly along said north right of way line to a line 25.5 feet easterly of and parallel with said north-south quarter line; thence northerly along said parallel line to the southwesterly right of way line of CenterPoint Drive; thence southeasterly along said southwesterly right of way line to its intersection with the south right of way line of said College Avenue; thence westerly along said south right of way line to the point of beginning and there terminating.

Outboard Lot No. 6 contains approximately 20,640 square feet or 0.47 acres.

Outboard Parking Lot Square Footage Summary:

Outboard Lot No. 1=	36,218
Outboard Lot No. 2=	85,210
Outboard Lot No. 3=	16,500
Outboard Lot No. 4=	24,150
Outboard Lot No. 5=	47,875
Outboard Lot No. 6=	20,640
	230,593 Square Feet or 5.29 acres

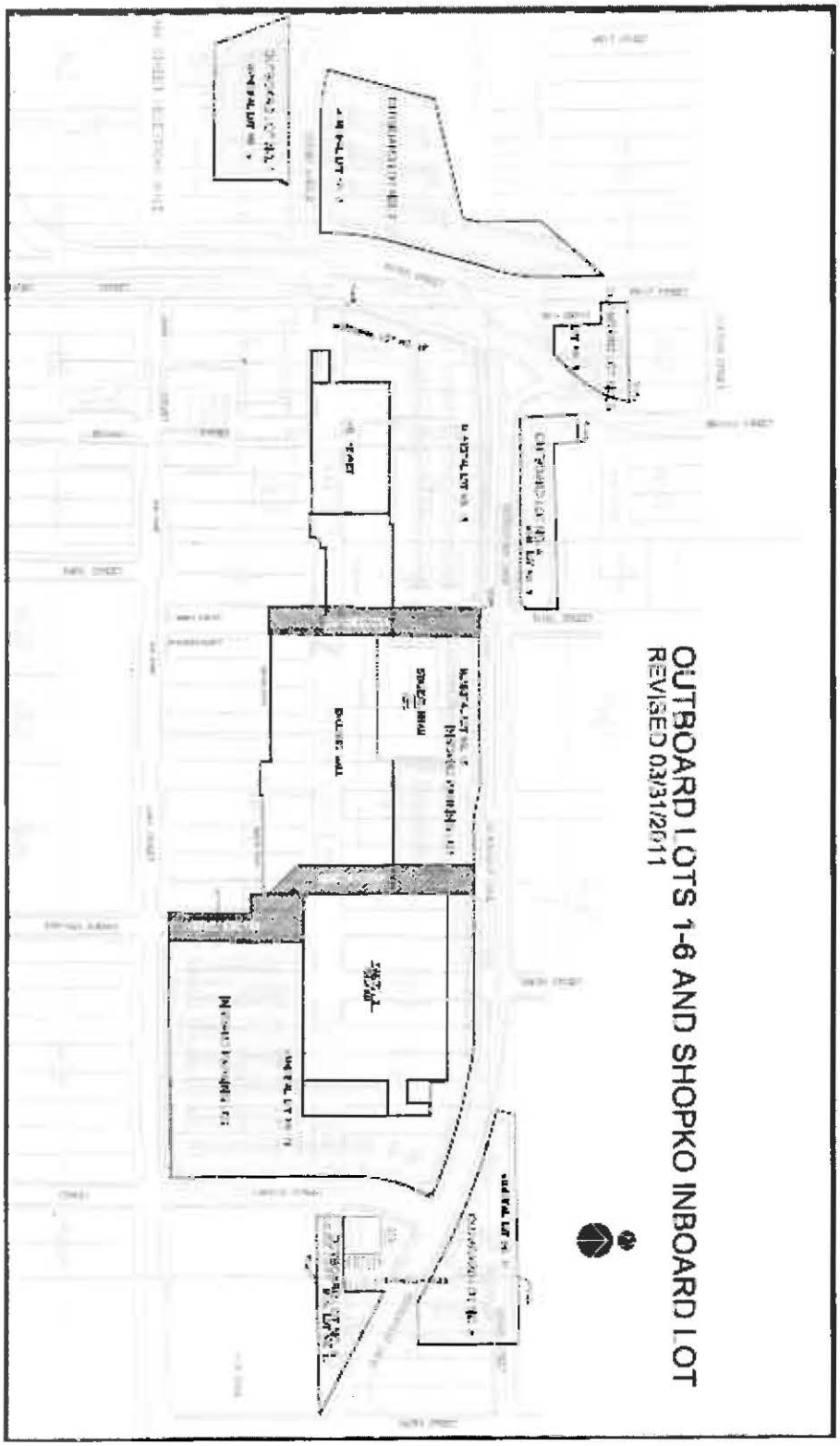
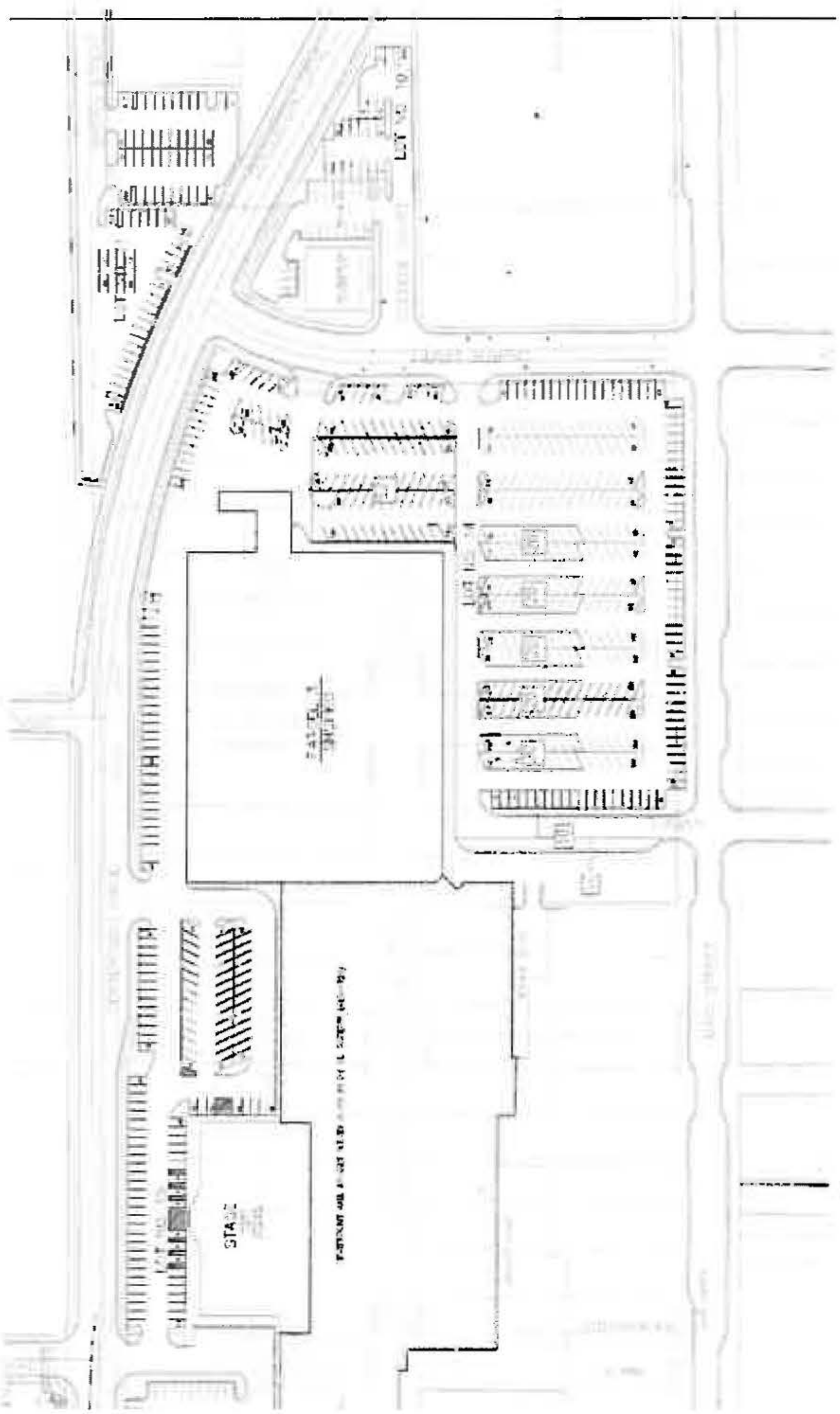

OUTBOARD LOTS 1-6 AND SHOPKO INBOARD LOT
REVISED 03/31/2011

EXHIBIT G

PARKING AREA RESERVED FOR SHOPKO



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Memo

Michael Ostrowski, Director
Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Ph: (715) 346-1567 • Fax: (715) 346-1498
mostrowski@stevenspoint.com

City of Stevens Point – Department of Community Development

To: Plan Commission

From: Michael Ostrowski and Kyle Kearns

CC:

Date: 9/26/2012

Re: Review and recommendation on transferring a portion of the property located at 1201 Third Court (soon to be 1201 Third Street), along with adjacent parking area(s), from the Community Development Authority of the City of Stevens Point to Mid-State Technical College.

As part of the MSTC redevelopment project, the Plan Commission needs to provide a recommendation on the transfer of property to MSTC. The property is currently owned by the Community Development Authority of the City of Stevens Point. Please see the attached CSM, which indicates what property will be transferred.

DOC #773936

739.

CSM #10287-46-17

CYNTHIA A WISINSKI
PORTAGE COUNTY REGISTER OF DEEDS
RECEIVED FOR RECORD
July 30, 2012 AT 07:45AM

Cynthia A. Wisinski

CYNTHIA A WISINSKI, REGISTER OF DEEDS
Fee Amount: $30.00
Total Pages: 3

CERTIFIED SURVEY MAP NO.

CERTIFIED SURVEY MAP FOR

CITY OF STEVENS POINT

LOCATED IN PART OF LOTS 2,3, AND 4 OF BLOCK 3, LOTS 1,2,3, AND 4 OF BLOCK 4, LOTS 1,2,3,4,5,6,7, AND 8 OF BLOCK 13, AND OUTLOT 1 OF STRONG, ELLIS AND OTHERS ADDITION, AND PART OF LOTS 1,2,3,4, AND 5 OF BLOCK 27 OF VALENTINE BROWN'S ADDITION TO THE CITY OF STEVENS POINT, AND PART OF VACATED COLLEGE AVENUE AND SECOND STREET, LOCATED IN GOVERNMENT LOT 1 AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

NOTES:

THIS INSTRUMENT WAS DRAFTED BY PATRICK J. FUEHRER.

THE BEARINGS HEREIN ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM–PORTAGE COUNTY–NAD 1983.

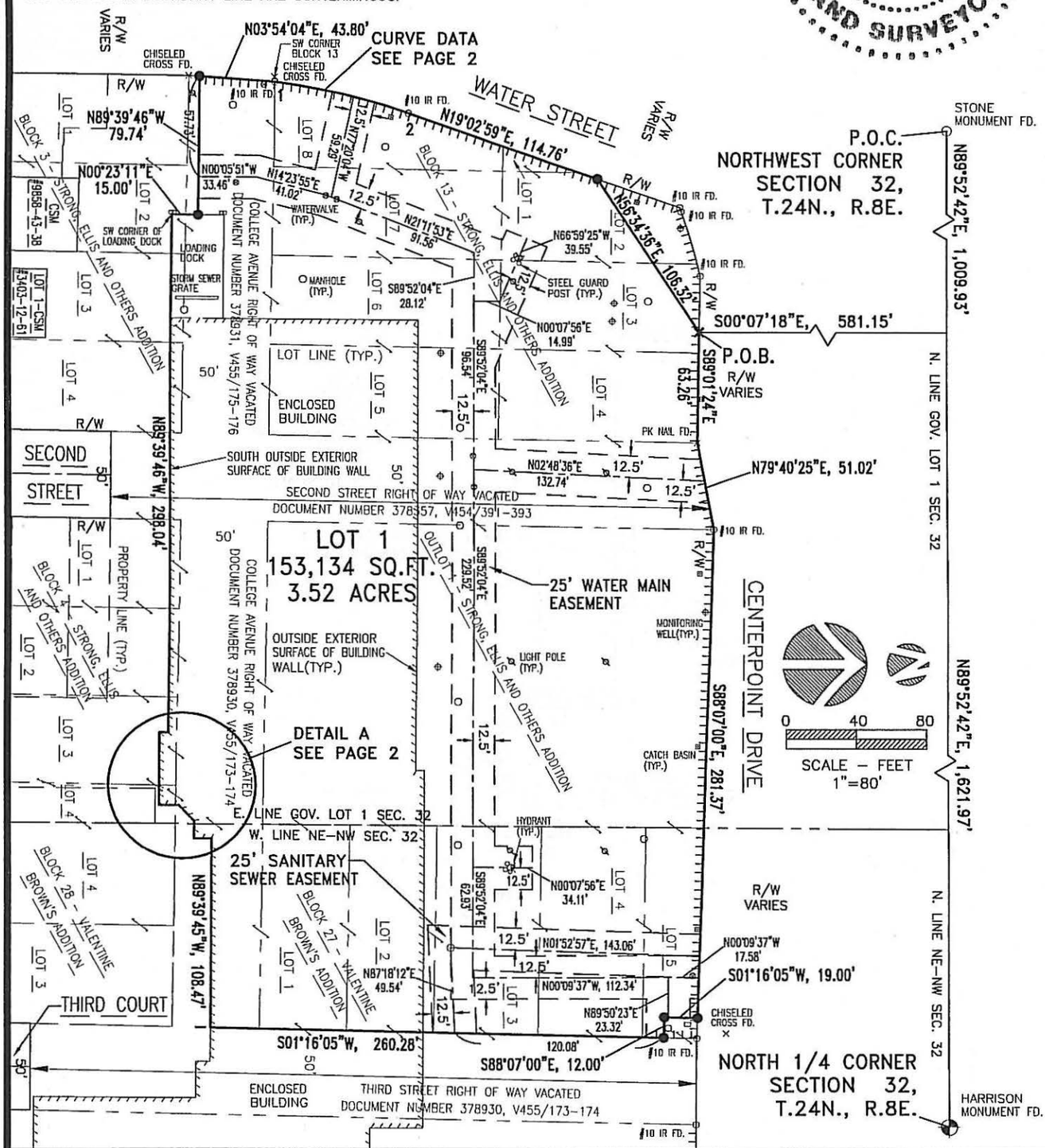
THE SOUTH OUTSIDE EXTERIOR SURFACE OF THE BUILDING WALL AND THE SOUTH BOUNDARY LINE ARE CONTERMINOUS.

LEGEND

- ● 3/4" X 18" IRON REBAR SET–1.5#/FT.
- × CROSS SET IN CONCRETE
- – NOTCH SET IN EXTERIOR SURFACE OF CONCRETE BUILDING WALL
- ⊓⊓⊓ NO VEHICULAR ACCESS

WISCONSIN PATRICK J. FUEHRER S-2973 Stevens Point, WI LAND SURVEYOR

Patrick J. Fuehrer 7/26/12

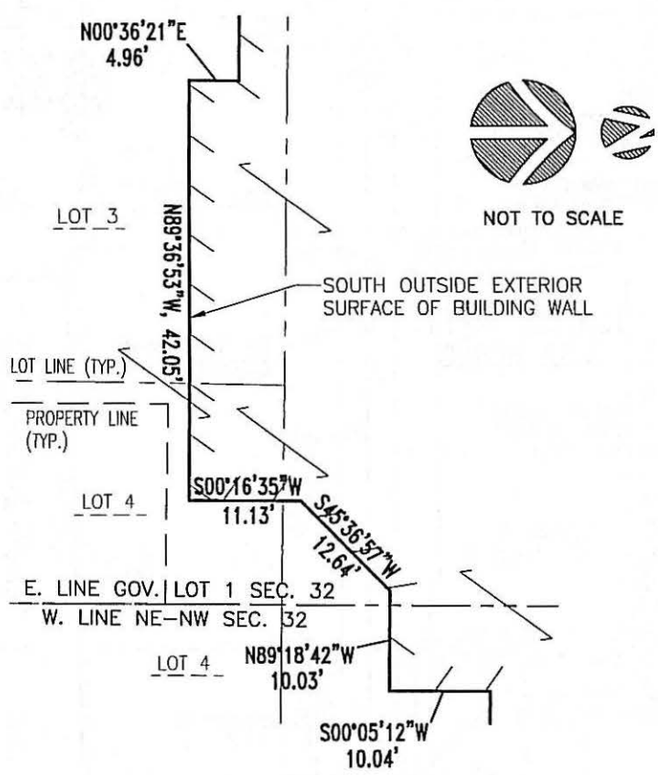


CERTIFIED SURVEY MAP NO.

CURVE DATA

CURVE NO.	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	CENTRAL ANGLE	TANGENT BEARING
1–2	369.76'	N12°55'48"E	78.84'	78.99'	12°14'22"	N06°48'37"E N19°02'59"E

DETAIL A



DOC# 773936

CERTIFIED SURVEY MAP NO.

SURVEYOR'S CERTIFICATE

I hereby certify this map and accompanying information is (approved) (conditionally approved) pursuant to the Building and Safety Ordinances of Stevens Point on the basis of the following (facts) (conditions):

Community Development Office

I Patrick J. Fuehrer, Registered Land Surveyor, do hereby certify:

That I have surveyed, divided, and mapped the land described and represented by this Certified Survey Map being part of Lots 2, 3, and 4 of Block 3, Lots 1, 2, 3, and 4 of Block 4, Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Block 13, and Outlot 1 of Strong, Ellis and Others Addition, and part of Lots 1, 2, 3, 4, and 5 of Block 27 of Valentine Brown's Addition to the City of Stevens Pont, and part of vacated College Avenue document number 378930 and 378931 and vacated Second Street document number 378357, located in Government Lot 1 and the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

Commencing at the northwest corner of said Section 32; thence North 89 degrees 52 minutes 42 seconds East along the north line of said Government Lot 1 a distance of 1,009.93 feet; thence South 00 degrees 07 minutes 18 seconds East 581.15 feet to the south right-of-way line of Centerpoint Drive and the **point of beginning**; thence South 89 degrees 01 minute 24 seconds East along said south right-of-way line 63.26 feet to the west right-of-way line of said vacated Second Street; thence continuing North 79 degrees 40 minutes 25 seconds East along said south right-of-way line 51.02 feet to the east right-of-way line of said vacated Second Street; thence continuing South 88 degrees 07 minutes 00 seconds East along said south right-of-way line 281.37 feet; thence South 01 degree 16 minutes 05 seconds West and parallel with the west right-of-way line of said vacated Third Street 19.00 feet; thence South 88 degrees 07 minutes 00 seconds East and parallel with said south right-of-way line of Centerpoint Drive 12.00 feet to said west right-of-way line of vacated Third Street; thence South 01 degree 16 minutes 05 seconds West along said west right-of-way line 260.28 feet to the south outside exterior surface of the building wall (herein referred to as building wall); thence North 89 degrees 39 minutes 45 seconds West along said building wall 108.47 feet; thence continuing South 00 degrees 05 minutes 12 seconds West along said building wall 10.04 feet; thence continuing North 89 degrees 18 minutes 42 seconds West along said building wall 10.03 feet; thence continuing South 45 degrees 36 minutes 57 seconds West along said building wall 12.64 feet; thence continuing South 00 degrees 16 minutes 35 seconds West along said building wall 11.13 feet; thence continuing North 89 degrees 36 minutes 53 seconds West along said building wall 42.05 feet; thence continuing North 00 degrees 36 minutes 21 seconds East along said building wall 4.96 feet; thence continuing North 89 degrees 39 minutes 46 seconds West along said building wall 298.04 feet to the southwest corner of the loading dock; thence North 00 degrees 23 minutes 11 seconds East along the west line of said loading dock 15.00 feet; thence North 89 degrees 39 minutes 46 seconds West 15.00 feet north of and parallel with said building wall 79.74 feet to the east right-of-way line of Water Street; thence North 03 degrees 54 minutes 04 seconds East along said east right-of-way line 43.80 feet; thence northeasterly 78.99 feet along the arc of a 369.76 foot radius curve, not tangent with the last described course, center to the east, the chord bears North 12 degrees 55 minutes 48 seconds East 78.84 feet; thence North 19 degrees 02 minutes 59 seconds East along said east right-of-way line of Water Street 114.76 feet; thence North 56 degrees 34 minutes 36 seconds East 106.32 feet to said south right-of-way line of Centerpoint Drive and the **point of beginning** and there terminating.

That I have made such survey, and map at the direction of the City of Stevens Point; that such map is a correct representation of all the exterior boundaries of the land surveyed. That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statues in surveying and mapping the same.

WISCONSIN
PATRICK J. FUEHRER
S-2973
Stevens Point, WI
LAND SURVEYOR

Dated: July 26, 2012

Patrick J. Fuehrer, R.L.S. 2973

Memo

Michael Ostrowski, Director
Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Ph: (715) 346-1567 • Fax: (715) 346-1498
mostrowski@stevenspoint.com

City of Stevens Point – Department of Community Development

To: Plan Commission

From: Michael Ostrowski and Kyle Kearns

CC:

Date: 9/26/2012

Re: Review and recommendation on transferring and/or selling and/or assigning the rights to the property located at 1101 Centerpoint Drive (Parcel ID 2408-32-2029-61) and the adjacent property (portions of Parcel IDs 2408-32-2029-65 and 2408-32-2029-66) from the Community Development Authority of the City of Stevens Point to Sara Investments Real Estate.

As part of the CenterPoint MarketPlace redevelopment project, the Community Development Authority of the City of Stevens Point is planning to sell and/or assign the rights to the above described property (former Dunham's Sports and adjacent property) to Sara Investment Real Estate for redevelopment purposes. The Plan Commission needs to provide a recommendation to the Community Development Authority of the City of Stevens Point. Please see the attached DRAFT CSM. Please note, minor modifications may occur to the CSM.

CERTIFIED SURVEY MAP NO.

CERTIFIED SURVEY MAP FOR

CITY OF STEVENS POINT

LOCATED IN PART OF LOTS 2,10,17,18,19,20,21, AND 22, ALL OF LOTS 3,4,5, 6,7,8, AND 9 OF BLOCK 32 OF VALENTINE BROWN'S ADDITION TO THE CITY OF STEVENS POINT, AND ALL OF LOT 1 OF PORTAGE COUNTY CERTIFIED SURVEY MAP NUMBER 6808-25-31, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

NOTES:

THIS INSTRUMENT WAS DRAFTED BY PATRICK J. FUEHRER.

THE BEARINGS HEREIN ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM-PORTAGE COUNTY-NAD 1983.

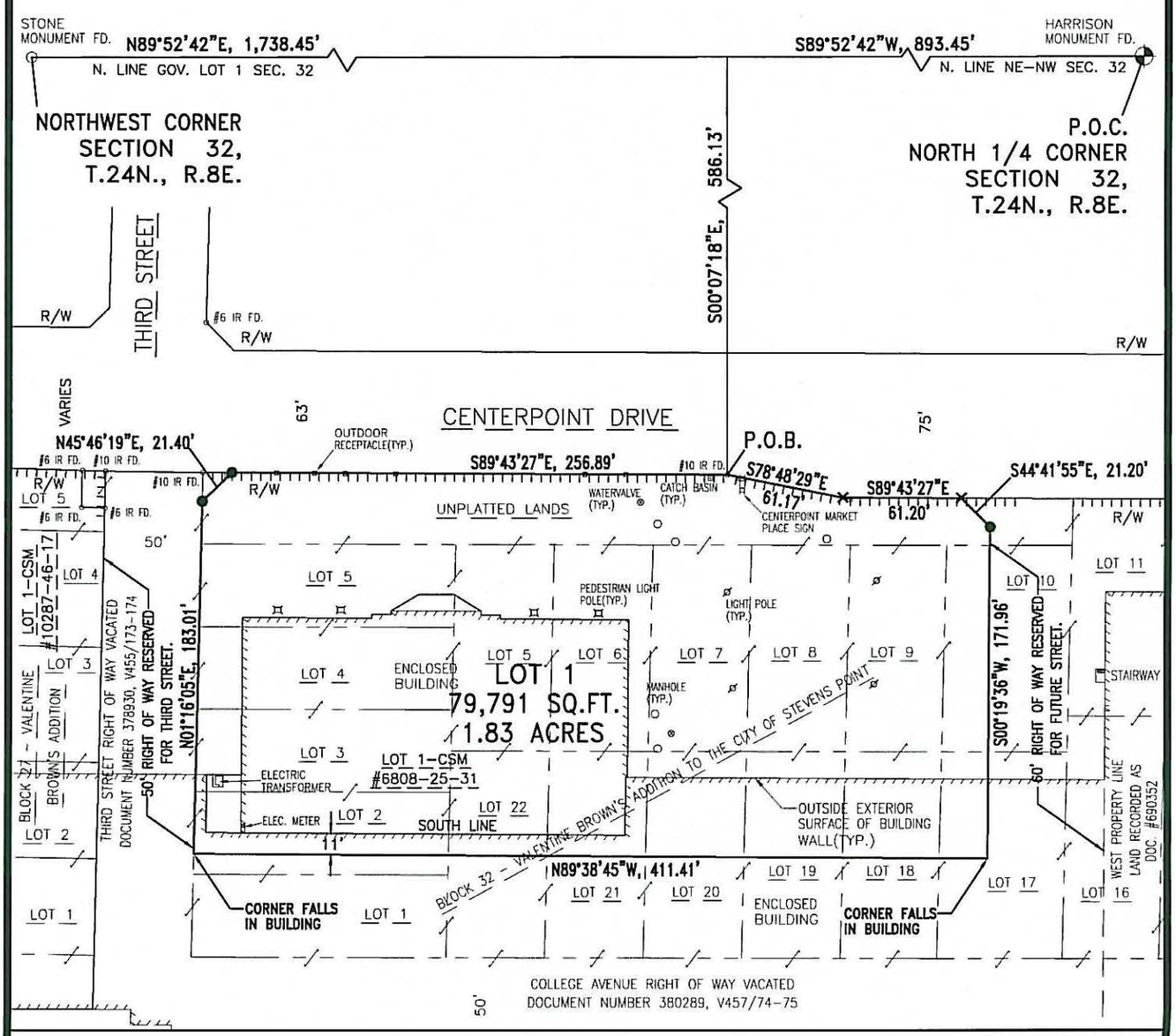
DRAFT

0 40 80

SCALE - FEET
1"=80'

LEGEND

- ● 3/4" X 18" IRON REBAR SET-1.5#/FT.
- × CROSS SET IN CONCRETE
- ⊓⊓⊓⊓ NO VEHICULAR ACCESS



SHEET 1 OF 1 SHEET

SURVEYOR'S CERTIFICATE

DRAFT

I Patrick J. Fuehrer, Registered Land Surveyor, do hereby certify:

That I have surveyed, divided, and mapped the land described and represented by this Certified Survey Map being part of Lots 2, 10, 17, 18, 19, 20, 21, and 22, all of Lots 3, 4, 5, 6, 7, 8, and 9 of Block 32 of Valentine Brown's Addition to the City of Stevens Point, and all of Lot 1 of Portage County Certified Survey Map Number 6808-25-31, located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

Commencing at the north quarter corner of said Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of said Northeast Quarter of the Northwest Quarter 893.45 feet; thence South 00 degrees 07 minutes 18 seconds East 586.13 feet to the south right-of-way line of CenterPoint Drive and the **point of beginning**; thence South 78 degrees 48 minutes 29 seconds East along said south right-of-way line 61.17 feet; thence continuing along said south right-of-way line South 89 degrees 43 minutes 27 seconds East 61.20 feet; thence South 44 degrees 41 minutes 55 seconds East 21.20 feet to a line 60 feet west of and parallel with the west property line of lands recorded with the Portage County Register of Deeds as Document Number 690352; thence South 00 degrees 19 minutes 36 seconds West along said parallel line 171.96 feet to a line 11 feet south of and parallel with the easterly extension of the south line of said Lot 1 of Portage County Certified Survey Map Number 6808-25-31; thence North 89 degrees 38 minutes 45 seconds West along said parallel line 411.41 feet to the east right-of-way line of vacated Third Street document number 378930; thence North 01 degree 16 minutes 05 seconds East along said east right-of-way line 183.01 feet; thence North 45 degrees 46 minutes 19 seconds East 21.40 feet to said south right-of-way line of CenterPoint Drive; thence South 89 degrees 43 minutes 27 seconds East along said south right-of-way line 256.89 feet to the **point of beginning** and there terminating.

That I have made such survey, and map at the direction of the City of Stevens Point; that such map is a correct representation of all the exterior boundaries of the land surveyed. That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statues in surveying and mapping the same.

Dated: _____, 2012

_____
Patrick J. Fuehrer, R.L.S. 2973