

AGENDA
CITY OF BERLIN
PLAN COMMISSION MEETING
TUESDAY DECEMBER 29TH, 2020 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE
Zoom Link: <https://us02web.zoom.us/j/81481355640>
Call In: 312 626 6799
Meeting ID: 814 8135 5640

- 1) Call meeting to order - Roll Call
- 2) General Public Comments
- 3) Approval of Minutes –Plan Commission Meeting November 17th, 2020
- 4) Public Hearing for Amending Zoning Regulations Relating to Pet Services. RECOMMENDATION: Recommend to Common Council for Approval.
- 5) Review and Discuss Proposed Live/Work Ordinance. RECOMMENDATION: Schedule Public Hearing for Next Meeting.
- 6) Review and Discuss Accessory Structure Ordinance. RECCOMENDATION: Action as appropriate.
- 7) Review and Discuss Protective Covenants for the North Business Park. RECOMMENDATION: Action as appropriate.
- 8) Review and Discuss Site Plan Amendment for 824 Broadway. RECOMMENDATION: Action as appropriate.
- 9) Old Business (To be used to request items of old business be put on a future agenda for further discussion or action; or used to make a motion for reconsideration of an item from the current meeting or immediately previous meeting; or to make a motion to take items off the table which were laid on the table only during the current meeting.)
- 10) New Business (To be used to request items of new business be put on a future agenda)
- 11) Public Appearances
- 12) Next meeting date –January 26, 2021
- 13) Adjourn

CITY OF BERLIN PLAN COMMISSION MINUTES
NOVEMBER 17TH, 2020
CITY OF BERLIN
BERLIN, WISCONSIN

The November 17th, 2020 City Plan Commission meeting was called to order at 6:00 p.m. by acting chairman Erdmann. Roll call present were: Bobbie Erdmann, Ed Marks, Dave Secora, Victoria Hill, Dick Schramer and Mary Kubiak. Also present was Lindsey Kemnitz and Attorney Chier.

First item was approval of the October 27th, 2020 Plan Commission minutes. Hill moved to approve the October 27th, 2020 Plan Commission minutes as corrected. Secora seconded the motion, which was carried by a voice vote.

Erdmann opened the public hearing for amending zoning regulations relating to daycares at 6:02pm. Erdmann asked three times for anyone to speak in favor of the amendment and three times for anyone to speak against the amendment. No one spoke in favor or against the amendment. The public hearing was closed at 6:04pm. Kemnitz stated nothing was changed in the amendment from the last review of the ordinance. Secora made a motion to recommend the approval of the amendment of the daycare ordinance to Common Council. Marks seconded the motion, which was carried by a voice vote.

The next item was to discuss pet service ordinance. The Plan Commission agreed with allowing veterinarian clinics and animals hospitals as permitted use in B-1 district. Marks asked if section 82-361(4)(C) should include fencing. Attorney Chier stated that 82-361(4)(e) addressing the fencing. Erdmann asked for input on hours of operation for the pet services. Kemnitz reminded the Commission that the daycare ordinance was 5am to 10pm. Attorney Chier mentioned that the ordinance allows the board of appeals to make it more restrictive. The board agreed that between 10pm to 5am there will be no operation of pet services. The board then discussed section 82-386(16) retail pet shops for animals other than dogs. Erdmann recommended all pet shops conditional use permit, not just dogs. The board agreed to require conditional use permit for all pet shops. Attorney Chier will adjust section 82-387 (4) to apply for all pet shops. The board discussed section 82-387 (4)(b) for hours of overnight boarding. The board agreed to use the same time 10pm to 5am. Hill made a motion to schedule public hearing for the pet service ordinance with the changes discussed. Secora seconded the motion, which was carried by a voice vote.

Next item was to review the official street map. The board discussed the extension of Forest towards the west and decided part of it should be removed. It should end at Kossuth Street and then start again west of Arnold Street and connect to McKittrick Street. The Mayor proposed Van Horn Road as a proposed road. The board had several questions if the area was suitable for a road and if there was 66 feet of frontage for the road. The board agreed to remove the proposed road west of eastridge from HWY 91 to Klondike. The board also agreed to remove the proposed roads that are outside of the City limits. The board agreed to remove the southern proposed road off from Quarry Street due to the wetlands. Then move the north proposed road to the south one property and end the proposed road running parallel to Quarry Street so it doesn't create a dead end.

No new or old business.

Next meeting date is December 29th, 2020

Marks moved to adjourn at 7:34p.m. Kubiak seconded the motion, which carried by voice vote.

Lindsey Kemnitz, Community Development Director

**AN ORDINANCE ESTABLISHING ANIMAL SERVICES
AS A CONDITIONAL USE IN B-1 AND B-2 ZONING DISTRICTS**

WHEREAS, the City of Berlin Plan Commission has held a public hearing regarding the ordinance as set forth herein, on December 29, 2020; and

WHEREAS, the Plan Commission has recommended to the Common Council to approve the ordinance as set forth herein.

NOW THEREFORE, the Common Council of the City of Berlin do ordain as follows:

Sec. 82-4 of the Code of Ordinances of the City of Berlin shall be amended to add the following definition:

Animal service facility means a retail facility in which grooming and/or similar services, and/or daycare services, are provided for domesticated dogs, cats, reptiles and/or birds.

Sec. 82-360 of the Code of Ordinances of the City of Berlin shall be amended as follows:

Sec. 82-360. - Use regulations.

The B-1 business district is intended to accommodate retail and office uses which are characteristic of the major shopping streets of the downtown area. To preserve the B-1 district for its intended use, no residential occupancy of first floor or ground floor stories shall be permitted. The following are permitted uses in the B-1 district:

...

- (13) ~~Secondhand stores~~ Accessory buildings and uses customarily incident to the uses set forth in subsections (1)-(12) of this section.
- (14) ~~Medical or dental clinics~~ Secondhand stores.
- (15) ~~Veterinarian clinics and animal hospitals~~ Medical or dental clinics, but shall not include animal hospitals or clinics.
- (16) Accessory buildings and uses customarily incident to the uses set forth in subsections (1)-(15) of this section

Sec. 82-361 of the Code of Ordinances of the City of Berlin shall be amended as follows:

Sec. 82-361. - Conditional uses.

In the B-1 district, conditional uses shall be as follows:

...

- (4) Animal service facilities. For conditional use applications for animal service facilities hereunder, the board of appeals shall, pursuant to and in addition to any other standards or conditions imposed under Sec. 82-641(b), impose the following standards and conditions:
- a. Hours of operation may be limited by the board of appeals, and operation of the facility shall in no case be allowed between 10:00 p.m and 5:00 a.m.
 - b. No overnight boarding of animals not owned by the operator shall be allowed.
 - c. The facility must contain a sufficiently sized outdoor exercise, urination, and defecation area for dogs based on the maximum number of dogs able to be kept or serviced in the facility.
 - d. All animals outside of an enclosed building shall be directly supervised by at least one human being, age 16 or older, who is present with the animal(s) at all times.
 - e. All outside areas where dogs or cats are present without a leash shall be fenced with a physical barrier that is at least 5 feet in height and all exits from such outside areas (except exits leading into a building) shall be double gated to prevent escape.
 - f. Each dog or cat serviced at the facility must have been vaccinated by a veterinarian against rabies, if so required pursuant to Sec. 10-4, prior to service, and the operator of the facility must keep on premises at all times during service of that dog or cat a copy of that dog's or cat's rabies vaccination certificate accordingly. Also, each dog or cat required to be vaccinated must have its rabies vaccination tag or a substitute tag attached to a collar on the dog or cat at all times during service pursuant to Sec. 10-4(f).
 - g. All other applicable requirements set forth in Chapter 10 regarding the keeping and care of animals shall be complied with as a condition of any conditional use permit issued hereunder.

Sec. 82-386 of the Code of Ordinances of the City of Berlin shall be amended as follows:

Sec. 82-386. - Use regulations.

The B-2 business district is intended to provide for the orderly and attractive grouping of commercial activities of a more general retail and wholesale nature. The following shall be

permitted uses in the B-2 district:

...

- (7) Veterinarian clinics and animal hospitals and pet shops, excluding open kennels.

...

- (16) Accessory buildings and uses customarily incidental to the uses set forth in subsections (15-16) of this section.

Sec. 82-387. - Conditional uses.

In the B-2 district, conditional uses shall be as follows:

...

- (4) Retail pet sale shops and animal service facilities. For conditional use applications for retail pet sale shops or animal service facilities hereunder, the board of appeals shall, pursuant to and in addition to any other standards or conditions imposed under Sec. 82-641(b), impose the following standards and conditions:
- a. Hours of operation may be limited by the board of appeals, and operation of the facility (i.e. when the facility is open to the public) shall in no case be allowed between 10:00 p.m and 5:00 a.m.
 - b. No overnight boarding of animals not owned by the operator shall be allowed. Animals must be kept inside an enclosed building between 10:00 p.m and 5:00 a.m.
 - c. The facility must contain a sufficiently sized outdoor exercise, urination, and defecation area for dogs based on the maximum number of dogs able to be kept or serviced in the facility.
 - d. All animals outside of an enclosed building shall be directly supervised by at least one human being, age 16 or older, who is present with the animal(s) at all times.
 - e. All outside areas where dogs or cats are present without a leash shall be fenced with a physical barrier that is at least 5 feet in height and all exits from such outside areas (except exits leading into a building) shall be double gated to prevent escape.
 - f. Each dog or cat serviced at the facility must have been vaccinated by a veterinarian against rabies, if so required pursuant to Sec. 10-4, prior to service, and the operator of the facility must keep on

premises at all times during service of that dog or cat a copy of that dog's or cat's rabies vaccination certificate accordingly. Also, each dog or cat required to be vaccinated must have its rabies vaccination tag or a substitute tag attached to a collar on the dog or cat at all times during service pursuant to Sec. 10-4(f).

- g. Retail pet sale shops for dogs must be in compliance with all licensing requirements imposed by the state of Wisconsin.
- h. All other applicable requirements set forth in Chapter 10 regarding the keeping and care of animals shall be complied with as a condition of any conditional use permit issued hereunder.

This ordinance shall take effect the day after publication.

The numeric section numbers and headings of any portions of the Code of Ordinances affected by this Ordinance shall be subject to modification in the discretion of the codifier, and the approval of the City Attorney, during codification into the City's current Code of Ordinances.

Passed, approved and adopted this 12th day of January, 2021.

ROLL CALL VOTE:

CITY OF BERLIN

____ AYES
____ NAYS
____ ABSENT

BY: _____
Richard D. Schramer, Mayor

APPROVED AS TO FORM:

ATTEST: _____
Jodie Olson, City Clerk

Matthew G. Chier, City Attorney

AN ORDINANCE AMENDING THE ZONING CODE TO ALLOW LIVE-WORK
FUNCTIONALITY IN BUILDINGS LOCATED IN B-1, B-2 AND M-1 ZONING DISTRICTS

WHEREAS, the City of Berlin Plan Commission has held a public hearing regarding the ordinance as set forth herein, on [insert applicable date]; and

Comment [MC1]: To be inserted once date known.

WHEREAS, the Plan Commission has recommended to the Common Council to approve the ordinance as set forth herein.

NOW THEREFORE, the Common Council of the City of Berlin do ordain as follows:

Sec. 82-360 of the Code of Ordinances of the City of Berlin shall be amended as follows:

Sec. 82-360. - Use regulations.

The B-1 business district is intended to accommodate retail and office uses which are characteristic of the major shopping streets of the downtown area. To preserve the B-1 district for its primary intended use, ~~no residential occupancy of first floor or ground floor stories shall be permitted only as expressly or conditionally permitted in this Division 9.~~ The following are permitted uses in the B-1 district:

- (17) Residential occupancy on floors other than the first floor so long as the total floor area of each dwelling unit is at least 950 square feet.

Comment [MC2]: This is intended to effectively equate the 950 square foot floor area requirement for principal residential structures in residential districts, like set forth in Subsection 82-288(b).

Sec. 82-361 of the Code of Ordinances of the City of Berlin shall be amended as follows:

Sec. 82-361. - Conditional uses.

In the B-1 district, conditional uses shall be as follows:

- (5) Residential occupancy on the first floor of a building by the owner(s) of that building or proprietor(s) of a business occupying space on the first floor of that building so long as, (i) the total floor area of the residential dwelling unit in that building, of which the first floor residential occupancy space is a part, is at least 950 square feet, (ii) the floor area of first floor residential occupancy space of that building is not more than 50% of the total floor area of the first floor space of that building, and (iii) not more than 20% of the front façade of that building at street level is occupied by residential use.

Comment [MC3]: This allows a resident to live in a dwelling unit that is partially on the first floor and partially on another floor, if this is so desired. This is intended to effectively equate the 950 square foot floor area requirement for principal residential structures in residential districts, like set forth in Subsection 82-288(b).

Sec. 82-386 of the Code of Ordinances of the City of Berlin shall be amended as follows:

Sec. 82-386. - Use regulations.

The B-2 business district is primarily intended to provide for the orderly and attractive grouping of commercial activities of a more general retail and wholesale nature. To preserve the B-2 district for its primary intended use, residential occupancy shall be permitted only as expressly or conditionally permitted in this Division 10. The following shall be permitted uses in the B-2 district:

Comment [MC4]: Note that there is no need to expressly list anything new about residential use because the residential uses are completely picked up by 82-386(1) which permits any use permitted in the B-1 district.

Sec. 82-387 of the Code of Ordinances of the City of Berlin shall be amended as follows:

Sec. 82-387. - Conditional uses.

In the B-1 district, conditional uses shall be as follows:

- (5) Residential occupancy on the first-floor of a building by the owner(s) of that building or proprietor(s) of a business occupying space on the first floor of that building so long as, (i) the total floor area of the residential dwelling unit in that building, of which the first-floor residential occupancy space is a part, is at least 950 square feet, (ii) the floor area of first-floor residential occupancy space of that building is not more than 50% of the total floor area of the first-floor space of that building, and (iii) not more than 20% of the front façade of that building at street level is occupied by residential use.

Comment [MC5]: This allows a resident to live in a dwelling unit that is partially on the first floor and partially on another floor, if that is so desired. This is intended to effectively equate the 950 square foot floor area requirement for principal residential structure in residential districts, like set forth in Subsection 82-288(b).

Sec. 82-411 of the Code of Ordinances of the City of Berlin shall be amended as follows:

Sec. 82-411. - Use regulations.

The M-1 light manufacturing district is primarily intended to provide for light manufacturing uses which would not be detrimental to the surrounding area or to the community as a whole by reason of noise, smoke, odor, traffic, physical appearance or other factors deemed appropriate for the type of use involved; and subject to such regulatory controls as will reasonably ensure compatibility in such respect. To preserve the M-1 district for its primary intended use, residential occupancy shall be permitted only as expressly or conditionally permitted in this Division 11. The following shall be authorized uses in the M-1 district:

- (18) Residential occupancy on floors other than the first-floor so long as the total floor area of each dwelling unit is at least 950 square feet.

Comment [MC6]: This is intended to effectively equate the 950 square foot floor area requirement for principal residential structures in residential districts, like set forth in Subsection 82-288(b).

Sec. 82-412 of the Code of Ordinances of the City of Berlin shall be amended as follows:

Sec. 82-412. - Conditional uses.

In the M-1 light manufacturing district, conditional uses shall be as follows:

- (9) Residential occupancy on the first-floor of a building by the owner(s) of that building or proprietor(s) of a business occupying space on the first floor of that building so long as, (i) the total floor area of the residential dwelling unit in that building, of which the first-floor residential occupancy space is a part, is at least 950 square feet, (ii) the floor area of first-floor residential occupancy space of that building is not more than 50% of the total floor area of the first-floor space of that building, and (iii) not more than 20% of the front façade of that building at street level is occupied by residential use.

Comment [MC7]: This allows a resident to live in a dwelling unit that is partially on the first floor and partially on another floor, if that is so desired. This is intended to effectively equate the 950 square foot floor area requirement for principal residential structures in residential districts, like set forth in Subsection 82-288(b).

This ordinance shall take effect the day after publication.

The numeric section numbers and headings of any portions of the Code of Ordinances affected by this Ordinance shall be subject to modification in the discretion of the codifier, and the approval of the City Attorney, during codification into the City's current Code of Ordinances.

Passed, approved and adopted this ____ day of _____, 2021.

ROLL CALL VOTE:

CITY OF BERLIN

____ AYES
____ NAYS
____ ABSENT

BY: _____
Richard D. Schramer, Mayor

APPROVED AS TO FORM:

ATTEST: _____
Jodie Olson, City Clerk

Matthew G. Chier, City Attorney

To: Plan Commission

From: Lindsey Kemnitz

Subject: Review and discuss accessory structure ordinance

Background:

I have had a couple of residents this past year inquire about building a larger than allowed accessory structure that owns more land than a typical residential lot. When researching other communities I did find a couple of examples that had a sliding scale for the allowable accessory structures based on the lot size. Attached is the City of Oshkosh ordinance.

Recommendation: Action as appropriate

Sec. 82-553. - Residential district placement restrictions.

An accessory use or structure in a residential district within the city may be established subject to the following restrictions:

- (1) *Accessory building/structure number limits.* In addition to the principal building (which includes any attached garage), a detached garage, one additional accessory building and four play structures may be placed on a lot. However, the limitation of four play structures per lot shall not be applicable to public parks and playgrounds, schools (excluding home schools) and state licensed daycare centers.
- (2) *Attached accessory buildings are part of principal building.* All accessory buildings which are attached to the principal building shall be deemed part of the principal building and shall therefore comply with all area regulations and construction regulations relating to the principal building as set forth in this chapter.
- (3) *Detached accessory buildings/structures.*
 - a. Except as hereafter provided, detached garages and accessory buildings shall not exceed 15 feet in height. However, such 15-foot height restriction may be exceeded if both of the following conditions are met:
 1. The roof pitch of the detached garage or accessory building architecturally matches the roof pitch of the principal structure; and
 2. The height of the detached garage or accessory building does not exceed the height of the principal structure.
 - b. Detached garages and accessory buildings shall not exceed 900 square feet, except that if there is more than one detached garage or accessory building on a lot, the second such building shall not exceed 500 square feet.
 - c. Detached garages or accessory buildings up to 100 square feet in size shall not be located closer than three feet to any side or rear lot line. Detached garages or accessory buildings over 100 feet and up to 500 square feet in size shall not be located closer than six feet to any side or rear lot line. Detached garages or accessory buildings over 500 square feet in size shall have the same side and rear yard setbacks as required in this chapter for the principal structure on such lot.
 - d. A detached garage or accessory building shall not be closer than ten feet to the principal structure, unless the applicable building code regulations in regard to one-hour fire-resistive construction are complied with.
 - e. Detached accessory buildings or structures shall not be located in the front yard of any lot, except that one play structure shall be allowed in the front yard of corner lots which have rear yards of 20 feet or less.
 - f. Play structures shall not be located closer than three feet to any lot line.

-
- (ii) Does not significantly increase the cost of the system or significantly decrease its efficiency.
 - (iii) Allows for an alternative system of comparable cost and efficiency.

Section 30-86: Accessory Land Uses and Structures

- (A) Residential Accessory Structure: Structures accessory to a residential use including but not limited to structures used to shelter parked passenger vehicles (including garages and carports), structures used to store residential maintenance equipment of the subject property, workshops, kennels, boathouses, and pool houses.

Regulations:

- (1) Three total structures shall be permitted by right. Attached garages shall not count toward this total.
 - (2) A combined total of 1,200 square feet of gross floor area of all accessory structures on the property is permitted by right. For lots larger than one acre, the maximum permitted combined total of gross floor area of all accessory structures on the property shall be increased by one square foot for every 100 square feet of lot area over one acre. In no instance shall the accessory structure area exceed the ground floor area of the principal building used for residence. An individual detached accessory structure shall not exceed 800 square feet of gross floor area. The measurement of accessory structure size shall include the total of all detached or attached accessory buildings on the lot except as conditional uses.
 - (3) See Article II for accessory structure maximum building heights.
 - (4) Detached garages are permitted in the rear yard and side yards only. (Detached garages are not permitted in waterfront yards.)
- (B) Recreational Facility: This land use includes all active outdoor recreational facilities located on a private lot which are not otherwise described in this Article. Common examples include swing sets, tree houses, play houses, basketball courts, tennis courts, swimming pools, recreation-type equipment, pavilions and detached decks and patios. *[Revised 4/24/18]*

Regulations:

- (1) All private recreation facilities and their attendant structures shall comply with the bulk requirements for accessory structures.

(2) Materials and lighting at the property line shall comply with Section 30-190.

- (C) Landscape Feature: This land use includes features such as ponds, mailboxes, statuary/art objects, Little Free Libraries, clotheslines, seasonal decorations, arbors, trellises, fountains, birdhouses, birdbaths, birdfeeders, lawn furniture, raised garden beds and similar landscaping containment materials, retaining walls, and similar manmade lawn and landscaping elements as determined by the Director of Community Development, or designee.

Regulations:

- (1) Landscape Features shall meet maximum heights for accessory buildings in each district.

- (D) Residential Kennel: An enclosed structure designed for the keeping of dogs that is accessory to a residential use.

Regulations:

- (1) Outdoor containments for dogs shall be subject to the setback requirements for accessory structures for the district in which they are located.

- (E) Home Occupation: Economic activities performed within a residential dwelling unit. Examples include personal and professional services, handicrafts, and retail conducted online. Home Occupations are intended to provide a means to accommodate a small home-based family or professional business without the necessity of a rezoning from a residential to a business district. Home Occupations are limited to low intensity businesses and businesses with limited overlap of customer visits.

Regulations:

- (1) The Home Occupation shall be conducted only within the enclosed area of the dwelling unit. *[revised 6/11/19]*
- (2) The Home Occupation shall be conducted by a resident who uses the location of the Home Occupation as their principal residence.
- (3) No more than two clients shall be seen at any given time.
- (4) No Home Occupations shall have outside employees or clients between the hours of 8:00 p.m. and 8:00 a.m.
- (5) There shall be no exterior evidence of the Home Occupation and no exterior alterations which change the character of the structure as a single family dwelling unit.

To: Plan Commission

From: Lindsey Kemnitz

Subject: Review and discuss protective covenants for North Business Park

Background:

Last February Northern Express Bus Company requested a variance for the covenants to allow him to build a pole building. The Plan Commission approved the variance. The topic was researched to identify the purpose for this restriction prior to the meeting and the Commission agreed that the pole building should not be prohibited. I then reviewed the whole covenants and compared it to City of Ripon, City of Omro, and Village of Amherst. Attached is a draft with the recommended changes.

Recommendation: Action as appropriate

Document No.

**RESTATED DECLARATION
OF PROTECTIVE
COVENANTS FOR THE
BERLIN NORTH BUSINESS
PARK**

WHEREAS, the City of Berlin, a Wisconsin municipal corporation, has previously adopted restated protective covenants for its Berlin North Business Park pursuant to the following document:

RESOLUTION APPROVING RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR REMAINING UNDEVELOPED CITY OWNED
PARCELS IN THE BERLIN BUSINESS PARK dated
May 12, 2009 and recorded in the Office of the
Waushara County Register of Deeds on September
29, 2009 at 11:06 a.m. in Volume 879 of Records on
pages 489-496 as Document No. 463245; and

WHEREAS, such restated protective covenants shall hereinafter be referred to as the "North Business Park Protective Covenants"; and

WHEREAS, by this Restated Declaration, it is the intention of the City of Berlin Common Council and all owners of real property in the Berlin North Business Park to supersede and restate the North Business Park Protective Covenants, and

Return to:
Chier Law Office LLC
137 E. Huron Street
Berlin, WI 54923

Tax ID Nos. 206-03457-0120, 206-03424-0230, 206-03424-0220, 206-03423-0621, 206-03421-0111, 206-03424-0145, 206-03455-0110, 206-03455-0000

WHEREAS, by this Restated Declaration, it is the further intention of the City of Berlin Common Council to have the North Business Park Protective Covenants, as restated herein, cover all parcels in the North Business Park whether or not such parcels are currently developed; and

WHEREAS, accordingly, this Restated Declaration, and the restated protective covenants as described herein, shall affect all of the real property described on Exhibit A as attached hereto (hereinafter referred to as the "North Business Park Property"; and

WHEREAS, it is further expressly not the intention of this Declaration to affect in any way the Resolution Approving Protective Covenant Concerning the City Farm dated March 9, 1993 and recorded in the Office of the Waushara County Register of Deeds on August 2, 1993 at 9:00 a.m. in Volume 436 of Records on pages 449-454 as Document No. 317716 (hereinafter "City Farm Resolution"), whereby said City Farm Resolution shall remain in full force and effect as to all parcels to which it applies, regardless of this Declaration, and in any circumstance where the City Farm Resolution conflicts with the terms of this Declaration, the terms of the City Farm Resolution shall control; and

WHEREAS, the North Business Park Property is intended for continued industrial and business use.

NOW THEREFORE, in consideration of the aforesaid and for the continuing purpose of preserving the value of the parcels contained within the North Business Park Property as well as all lands located in the general vicinity, the City of Berlin Common Council and all owners of real property in the Berlin North Business Park hereby declare and provide that the North Business Park Property shall be subject

Comment [MC1]: Lindsey suggests we include the whole park as it will be better for uniform and consistent enforcement. Once we get approval of the text, Lindsey and I will work together to identify a complete list of tax parcels in the park, and then work with a title company to develop a complete legal description. This will also mean we will need to get approval and signatures from all other owners of land in the park so that it doesn't just apply to some of the parcels.

Comment [MC2]: Once we get the title report of the entirety of the park, I will attach an Exhibit A accordingly.

1 to the restrictions, covenants, and conditions as set forth in the Restated Protective Covenants For The Berlin North Business Park attached hereto as Exhibit "B". All provisions of the North Business Park Protective Covenants currently affecting the North Business Park Property shall be superseded and replaced by the provisions of the Restated Protective Covenants For The Berlin North Business Park attached hereto as Exhibit "B".

CITY OF BERLIN

EXECUTED THIS ____ DAY OF _____, 2020.

BY _____
Richard D. Schramer, Mayor

ATTEST: _____
Jodie K. Olson
City Clerk

AUTHENTICATION

Signature(s) Richard D. Schramer and Jodie K. Olson
authenticated this ____ day of _____, 2020

Matthew G. Chier, Wisconsin State Bar No. 1026856
TITLE: MEMBER STATE BAR OF WISCONSIN

OTHER PROPERTY OWNERS:

[INSERT SIGNATURE LINES FOR ALL PROPERTY OWNERS, WITH SEPARATE DATE
FOR EACH SIGNATURE, AND INCLUDING A SEPARATE NOTARY JURAT FOR
EACH]

THIS INSTRUMENT WAS DRAFTED BY:
ATTORNEY MATTHEW G. CHIER
137 E. HURON STREET, BERLIN, WI 54923

EXHIBIT "A"
RESTATED DECLARATION OF PROTECTIVE
COVENANTS FOR THE BERLIN NORTH BUSINESS PARK

LEGAL DESCRIPTION OF NORTH BUSINESS PARK PROPERTY

All that in the NW¼, the NE¼, the SE¼ and the SW¼ of Section 34, Town 18 North, Range 13 East, in the City of Berlin, Waushara County, Wisconsin, described as follows:

Government Lot 7 in the W½ of the SW¼ of Section 34, North of the Fox River,, excluding CSM's #1134, #2352, #3396 and #3868. Parcel Identification Number 206-03457-0120

That part of the S½ of the SE¼ of the NW¼ of Section 34, Excluding CSM #4316. Parcel Identification Number 206-03424-0230

That part of the S½ of the SE¼ of the NW¼ of Section 34, also known as Lot 2 of CSM #4316. Parcel Identification Number 206-03424-0220

~~That part of the SW¼ of the NW¼ of Section 34, North of Power Drive, South of CSM #2721 and West of CSM #3447, Excluding Volume 699, Page 744. Parcel Identification Number 206-03423-0621~~

That part of the NE¼ of the NW¼ of Section 34, also known as Lot 1 of CSM #5355. Parcel Identification Number 206-03421-0111

That part of the NE¼ of the NW¼ of Section 34, also known as Lot 2 of CSM #5355, Excluding Document Number 456022, Volume 850, Page 326. Parcel Identification Number 206-03424-0145

That part of the W½ of the NE¼ and the NE¼ of the NW¼ of Section 34, also known as Lot 3 of CSM #5355. Parcel Identification Number 206-03413-0110

That part of Government Lot 5, in the NW¼ of the SE¼ of Section 34, North of the Fox River. Parcel Identification Number 206-03455-0000.

Comment [MC3]: We will revise this legal description to include the entire park description to be provided from a title report from a title company.

Exhibit "B"

RESTATED DECLARATION OF PROTECTIVE
COVENANTS FOR THE BERLIN NORTH BUSINESS PARK

Comment [MC4]: Note that the tracked changes shown in this Exhibit B are intended to show changes from the previous set of covenants put in place on vacant city owned land in the business park in 2009.

RESTATED PROTECTIVE COVENANTS FOR THE BERLIN NORTH BUSINESS PARK

I. GENERAL PURPOSE AND CONDITIONS

The ~~Remaining North Business Park~~ Property shall be subject to the conditions, covenants, restrictions, easements, and protections hereby declared to ensure proper use and appropriate development and improvement of each building site thereof; to protect the industrial and business environment in the ~~Remaining North Business Park Property and the City of Berlin North Business Park as a whole~~; to guard against the erection thereon of structures built of improper or unsuitable materials; to ensure reasonable development of said property and locations thereon of buildings; to control development of said property as a business park including but not limited to proper setbacks from the street, adequate free space between structures, adequate parking, and in general, to provide for a high quality of improvements on said property, to ensure that each building site will not adversely affect the general plan for physical development of the business park, nor adversely affect the health or safety of residents or properties in the ~~Remaining North Business Park Property, the North Business Park as a whole, and surrounding areas. The City of Berlin shall hereinafter be referred to in this Exhibit "B" as the "City".~~

II. LAND USE

A) PERMITTED USES

- 1) Manufacturing, warehousing, and distribution activities in general compliance with the City of Berlin Zoning Code.

B) PROHIBITED USES

- 1) Stockyards
- 2) ~~Commercial/retail trade~~
- 3) Service
- 4) Fresh animal kill operations
- 5) Slaughter house
- 6) Pre-finished tannery operations
- 7) Pulp mills
- 8) Rendering plant
- 9) Junkyard
- 10) Sauerkraut manufacturing facility
- 11) Similar or like-type uses or operations which are offensive due to odor, noise, or unsightly appearance

Said prohibitive uses may only be amended by a joint resolution adopted by the City of Berlin and the Town of Aurora and in no other manner.

Comment [MC5]: Lindsey has pointed out that when we recently amended the CUP ordinance, we included daycares, filling stations, hospitals, and health clinics in the M-2 Zoning District. There should accordingly be discussion about possibly adding exceptions to this provision to allow those conditional uses, so long as issued pursuant to a valid conditional use permit by the City of Berlin. Alternatively, we could create a separate and concurrent conditional use type process for these restrictive covenants. So if someone got a conditional use permit from the city, they would have to get a separate conditional use type permit from the PC under these restrictive covenants. That seems like overkill, but it is an option to consider.

Also, another important thing to note is that any alteration that we want to make, or exception we want to add, to this section II.B) will require Town of Aurora Board approval.

III. ARCHITECTURAL AND DESIGN CONTROL

A) BUILDING MATERIALS

- 1) Any building constructed on a parcel in the ~~Remaining North Business Park~~ Property shall be of a masonry construction, enameled steel, steel frame, or the equivalent thereof or better.
- 2) ~~Pole building construction is prohibited.~~
- 3) 2) No building shall be so similar to or so at a variance with its neighboring building as to constitute a depreciation to the immediate neighborhood. The color and design of buildings should be consistent with adjacent structures.
- 4) 3) Fronts of buildings and particularly the office areas shall be improved with decorative masonry, glass, accented metal panels or the equivalent thereof or better.
- 5) 4) All buildings including accessory buildings, shall not cover more than 50% of the lot.

B) LANDSCAPING

- 1) All open areas of any parcel not used for parking, driveways, or storage, shall be landscaped, graded, and sodded or seeded within twelve months (12) of occupancy.
- 2) Trees (deciduous, coniferous, or ornamental bushes) and plantings shall be placed at a minimum in the front of the building site.
- 3) All land shall be maintained and kept free of noxious weeds, rubbish and debris by the property owner. It shall be the responsibility of the property owner to keep the grass mowed in the City right-of-way abutting the owner's property up to the street pavement and to the property boundaries on the sides and rear.

If property is not maintained, the City of Berlin may serve notice to maintain and if not complied with in five (5) days, the City shall mow the area or otherwise do maintenance and add this cost to the lot owner's real estate taxes.

C) ON-SITE UTILITIES

- 1) Electrical, gas, and other service extensions shall be installed underground from the street right-of-way, or power company easement to the building.

IV. SETBACK AND LOT AREA REQUIREMENTS

- A) No part or portion of any building shall be erected, constructed, or extend nearer than ~~forty~~ thirty (30) feet of the right-of-way of any public street or highway.
- B) Not less than twenty (20%) percent of the front setback area shall be maintained as decorative areas, grass, and plantings.
- C) No part or portion of any building shall be erected, constructed, or extended nearer than twenty (20') feet to any rear lot line or side lot line.
- D) The division of any lot, area, or tract of land within the North Business Park for any purposes, whether immediate or future for conveyance, transfer, improvement or sale shall not result in the creation of any parcel of land less than one acre in size.

V. OFF-STREET PARKING AND LOADING REGULATIONS

- A) Sufficient off-street parking shall be provided for employees, customers, and visitors.
- 1) Total parking area shall be a minimum of one hundred eighty (180) square feet per vehicle.
 - 2) A minimum parking ratio of two (2) spaces for each three (3) employees shall be required on the maximum employment labor shift of the grantee.
 - 3) All parking areas and drives shall be improved with asphalt, concrete, or the equivalent within eighteen (18) months from the time of the occupancy of the building.
- ~~Any property owner may obtain a waiver from this requirement by written approval from all other City of Berlin North Business Park land owners, and upon review and approval by the City of Berlin Plan Commission. Once granted, the waiver may be rescinded at any time by the City of Berlin Plan Commission, but only upon written request by any land owner in the City of Berlin North Business Park.~~
- 4) Outside storage areas do not need to be paved but are to be maintained in a dust free or low dust manner so as to not create a nuisance for neighboring properties.
 - 5) No parking shall be permitted nearer than fifteen (15') feet from any street right-of-way.
- B. Sufficient loading and maneuvering areas shall be entirely contained on site and behind the property line. No vehicle shall be allowed to protrude beyond the property line while loading or unloading.

VII. ~~SIGN~~TAX EXEMPT USE

- A) ~~Billboards are not permitted~~
- B) ~~A sign identifying the name, business, or products of the person or firm occupying the premises is required.~~
- 1) ~~The sign shall be no larger than seventy-two (72) square feet with a perimeter of less than fifty-four (54) feet. Sign shall not exceed ten (10) feet in height.~~
- A) No land may be sold, leased, subleased, assigned, or in any manner conveyed to any third party if such sale, lease, sublease, assignment or conveyance to that third party is known or reasonably expected to result in all or any portion of the land use or underlying land to become tax exempt or exempt from local taxation, nor may an owner of land convert himself, herself or itself to a tax exempt owner or convert the use of the land if such action would result in all or any portion of the land use or underlying land to become tax exempt or exempt from local taxation, unless the City is notified in advance of the sale, lease, sublease, assignment, conveyance, or other action, and the owner or third party, as applicable, agrees to enter into a payment in lieu of taxes agreement (hereinafter "PILOT Agreement") with the City, whereby such contracting party shall agree with the City to make an annual payment in lieu of property taxes to the City equivalent to the gross taxes that would be imposed by the City if the land use or the land was not tax exempt or exempt from local taxation. In connection therewith, the City covenants and agrees to enter into the

Comment [MC6]: This section was added to avoid or mitigate the sale or conversion of lots to non-profit, non-tax paying entities.

PILOT Agreement with the applicable owner or third party, and to fairly and accurately assess the value of the applicable land interest. If any owner converts himself, herself or itself, or any land is sold, leased, subleased, assigned, conveyed, or converted, in violation of this provision, then the owner of the land prior to such action shall be responsible to make payment to the City in the amount that would be required had a PILOT Agreement been executed with the City as required herein, commencing from the date of such action (with the first year pro-rated to the day of such action) through and including the date a PILOT Agreement is executed by and between the City and the third party, if ever. Any payment made by an owner hereunder shall be on reasonable terms and conditions determined by the City. If an owner fails to issue any payment to the City as required hereunder, the City shall have the right to institute any other actions or proceedings as it may have available at law or equity, including but not limited to injunctive relief, that it deems desirable for effectuating the purposes of this provision.

VIII. SCREENING REQUIRED

- A) All material or products stored outside the building shall be screened by a wall, fence, or evergreen planting to limit exposure by a minimum of 55%, built to or maintained at a height equivalent or greater than the stored material.
 - 1) Such screening shall comply with the front yard setback requirement or be in line with the front of the building whichever is greater.
 - 2) Side yard and rear yard storage is permitted with proper screening within the setbacks provided for buildings on the premises.
- B) Screening shall also be required in addition to or in lieu of that required under sub paragraph A) along all property boundaries, where the adjacent property is zoned differently than the subject property, as necessary to preserve the integrity and zoning classification of the adjacent property. The boundary screens may consist of existing or planted vegetation, fences, walls, earth berms, or similar techniques. Plant screens shall be sufficient to provide a year-round screen within five (5) years of installation.

IX. APPROVAL OF PLANS

- A) No building shall be erected on any building site in the park until the plans for such building or improvement, including site plan, building plan, and specifications have been approved by the Plan Commission of the City of Berlin. This information can be presented at the time land is purchased in its preliminary format. The City Plan Commission shall approve or disapprove such plans with respect to conformity with these restrictions and other applicable enactments of the City, and with respect to harmony of external design and the land use as it affects property within and adjacent to the park. ~~Additions and alterations shall be in conformance with applicable building codes, and if said addition plans exceed 50% of the existing floor area, the Plan Commission shall be made aware of the alteration. Failure of the City Plan Commission to act upon such building or improvement plans within forty-five (45) days after submission to the City Plan Commission, shall constitute approval of such plans under these covenants.~~

X. COMMENCEMENT AND COMPLETION OF CONSTRUCTION AND REPURCHASE OPTIONS CITY'S FIRST RIGHT OF PURCHASE VACANT LAND; RESTRICTIONS AND COVENANTS RUN WITH THE LAND.

Comment [MC7]: Lindsey pointed out that per 14-12 (C), site plan reviews are required for construction, reconstruction, expansion or conversion. We do not have a rule about exceeding 50% of the existing floor area. Also, the end of the sentence references addition and alteration interchangeably. From a building permit perspective, we consider addition as new sq ft being built, and alteration is just remodel. She therefore suggested to remove this and just use the existing building code site plan ordinance so the enforcement is consistent.

Comment [MC8]: This section was completely redrafted to make the right of first purchase clearer and easier to enforce.

~~Construction of improvements on any parcel purchased out of the Remaining Park Property shall commence no later than one hundred eighty (180) days after purchase of the parcel and shall be completed within one (1) year after purchase. In the event this requirement is not met, the City of Berlin shall have the option to nullify the original sale transaction and demand title be conveyed back to the City of Berlin. The City of Berlin shall return all consideration paid, less all actual costs incurred by the City related to the sale transaction, including actual attorneys fees incurred. The restriction described in this paragraph may be waived or modified by the City of Berlin Plan Commission when an existing owner of a parcel in the City of Berlin North Business Park, with a building located thereon, purchases adjoining land for purposes of expansion. Further, this provision shall be waived if the contract for the purchase of the parcel from the City sets forth different time limits for commencement or completion of improvements.~~

A) ~~In the event any owner of a parcel elects to sell any vacant parcel in the Remaining North Business Park Property, it shall first be offered for sale, in writing, to the City of Berlin at the parcel's fair market value, to be determined by a Wisconsin licensed commercial real estate appraiser selected and hired by the City of Berlin. The City of Berlin shall have sixty (60) days from the date of receipt of the offer to sell to complete the appraisal and to accept or reject the offer, unless an extension of time may be mutually agreed upon and set forth in writing. Acceptance or rejection of such offer shall be indicated by resolution adopted by the City's Common Council of the City of Berlin. If the offer to sell is accepted by the City of Berlin, the terms and conditions of the sale shall be as follows:~~

- ~~a) The closing date shall be no later than 30 days after delivery of the City's acceptance.~~
- ~~b) The purchase price shall be payable in cash (or cash equivalent) at closing.~~
- ~~c) Occupancy of the entire subject property shall be given to the City at the time of closing.~~
- ~~d) The subject property shall not be subject to a lease which extends beyond closing, unless expressly agreed to in writing by the City.~~
- ~~e) The transaction shall be closed at the office of the City Attorney, unless another location is mutually agreed upon by the parties.~~
- ~~f) Real estate taxes for the subject property shall be prorated at closing. Net general real estate taxes shall be prorated based on the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year.~~
- ~~g) The City will accept the condition of the subject property AS IS.~~
- ~~h) The selling party shall maintain the subject property until the closing in materially the same condition as of the date of the City's acceptance of the offer hereunder, except for ordinary wear and tear. If, prior to closing, the subject property is damaged in an amount of not more than five percent (5%) of the selling price, the selling party shall be obligated to repair the subject property and restore it to the same condition that it was on the day of the City's acceptance of the offer hereunder. If the damage shall exceed such sum, the selling party shall promptly notify the City of the damage and the City's obligation to purchase may be canceled at option of the City. Should the City elect to carry out the transaction despite such damage, the~~

City shall be entitled to any insurance proceeds from the selling party's policies relating to the damage to the subject property, plus a credit towards the purchase price equal to the amount of the selling party's deductible on such policy.

- i) Upon payment of the purchase price, the selling party shall convey the subject property by warranty deed free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants and general taxes levied in the year of closing.
- j) The selling party shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. The selling party shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to the City Attorney or the City not less than three (3) business days before closing, showing title to the subject property as of a date no more than fifteen (15) calendar days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions as appropriate. If title is not acceptable for closing, the City shall notify the selling party in writing of objections to title by the time set for closing. In such event, the selling party shall have a reasonable time, but not exceeding fifteen (15) calendar days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that the selling party is unable to remove said objections, the City shall have five (5) calendar days from receipt of notice thereof, to deliver, written notice waiving the objections, and the time for closing shall be extended accordingly. If the City does not waive the objections, the transaction, and the City's option hereunder, shall be null and void. Providing title evidence acceptable for closing does not extinguish the selling party's obligations to give merchantable title to the City.
- k) Special assessments, if any, for work actually commenced or levied prior to the exercise of the City's option to purchase hereunder, shall be paid by the selling party no later than closing. All other special assessments shall be the responsibility of the City.
- l) There shall be no financing contingency or other contingencies (other than as expressly provided in this covenant) for the City's purchase of the subject property pursuant to this covenant.
- m) The parties shall confidentially provide the applicable closing agent their federal EIN or applicable social security numbers for purposes of preparation of the Wisconsin Real Estate Transfer Tax Return.

purchase price shall be payable in cash (or cash equivalent) at closing. The purchase shall include all of the seller's interest in the subject property, and shall exclude any personal property of the seller. The transaction shall be subject to standard real estate tax and other closing prorations. The subject property shall be sold "AS IS". Upon the payment of the purchase price, the seller shall convey the subject property to the City of Berlin by warranty deed free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and other municipal services, recorded building and use restrictions

and covenants, and general taxes levied in the year of closing, provided none of the foregoing prohibit the continuing use of the subject property, which constitutes merchantable title for purposes of the transaction. The seller shall further be required to execute the documents necessary to record the conveyance. The seller shall provide prior to closing a commitment for title insurance to the City of Berlin in the amount of the purchase price on a current ALTA form issued by an insurer licensed to issue title insurance in Wisconsin. The title represented shall be merchantable, subject only to standard title insurance exceptions. The seller shall pay all costs of said title insurance and shall pay the transfer fee for the transaction. All special assessments and charges incurred prior to closing shall be obligation of the seller. The closing shall take place at the office of the City of Berlin's attorney no later than 30 days after the adoption of the City of Berlin resolution accepting the offer to sell. If the City of Berlin fails to act on such offer of sale within the requisite sixty (60) day period or rejects said offer, the owner may then sell the offered parcel to any third party and the City of Berlin's rights under this paragraph shall be null and void. All other protective covenants, and those remaining covenants as contained herein, shall remain in full force and effect upon said lands, and the use of said lands by any subsequent purchaser shall continue to be subject to applicable zoning, ordinances, restrictions, and regulations relating to the use of said premises at the time of such sale. Hereafter all existing land owners purchasing additional land in the Remaining Park Property shall be bound by these restated covenants for the newly acquired property as well as for the land owner's adjacent property if the newly acquired property in the Remaining Park Property is used for an expansion of the land owner's existing business on the adjacent property.

A)B) All restrictions and covenants herein shall run with the land and shall be binding upon each owner of property in the North Business Park and their respective successors and assigns. Each parcel shall be conveyed subject to the within restrictions and covenants all of which are to run with the land and shall be binding on all parties and all persons claiming under them.

XI. ENFORCEMENT

- A) The requirements and restrictions set forth herein shall be enforceable by the City of Berlin Common Council, or its designees, upon recommendation from the City of Berlin Plan Commission, for the maximum period allowed by law and shall be enforceable by:
- 1) Injunctive relief, prohibitive or mandatory, to prevent breach of or to enforce performance or observance of these standards and requirements; or
 - 2) Money judgment for damages by reason of the breach of these standards; or
 - 3) Both (1) and (2) above.
 - 4) Failure of the City of Berlin to enforce any provisions contained herein upon the violation thereof, shall in no event be deemed to be a waiver of the rights to do so to any subsequent violation.
 - 5) The City of Berlin Common Council, upon review and recommendation by the City of Berlin Plan Commission, may grant variances to the provisions of these standards and requirements in cases where, by reason of extraordinary and exceptional conditions of any site or circumstances, would result in peculiar and practical

difficulties or exceptional or undue hardship upon the owner of any building site, or where otherwise deemed appropriate by the City of Berlin Common Council.

- 6) Invalidation of any of the provisions of these standards and requirements, whether by court order or otherwise, shall in no way affect any of the other provisions which shall remain in full force and effect.

DRAFT 11-18-2020

To: Plan Commission

From: Lindsey Kemnitz

Subject: Site Plan Amendment for 824 Broadway

Background:

Tractor Supply is requesting to reduce the number of handicap stalls. Per the City Ordinance they are only required to have 3 handicap stalls. When the site plan reviewed and approved, the handicap parking was not addressed and is still the existing stalls from Walmart. Tractor Supply leases the space from Maldwin Properties LLC and they have approved the change to the parking stalls.

Recommendation: Action as appropriate



Date: December 18, 2020

lkemintz@cityofberlin.net

Lindsey Kemnitz
City of Berlin-Community Development Director
108 N. Capron St.
PO Box 272
Berlin, WI 54923

RE: Board Review for Reduction of the current number of handicapped parking spaces at Tractor Supply located at 824 Broadway St., Berlin, WI – Store #1856

Dear Ms. Kemnitz:

The purpose of this letter is to request Board approval for a reduction in the number of designated handicapped parking spaces in front of Tractor Supply located at 824 Broadway Street in Berlin, WI. Currently, there are 10 spaces. According to the review of the current regulations and the site plan, you were able to confirm that the required number of spaces is three.

Tractor Supply respectfully requests that the Board approve a reduction of the number of handicapped parking spaces from ten (10) to four (4). This would maintain the minimum requirement as well as one additional space.

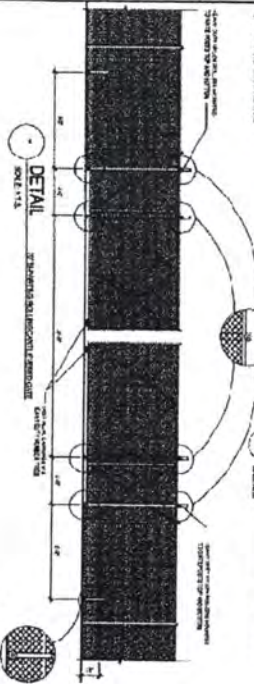
Thank you in advance for your review and approval. Should you have any questions or concerns feel free to contact Rae Stewart at rstewart@tractorsupply.com at (615) 440-4862 or Jeff Riden at jriden@tractorsupply.com.

Tractor Supply Company
Rae Stewart

Rae Stewart, CPM
Manager, Lease Administration

CHALK LANE DRIVE SPECIFICATIONS

1. CHALK LANE DRIVE SHALL BE 12' WIDE WITH 2' SIDEWALKS ON EACH SIDE.
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10. CHALK LANE DRIVE SHALL BE 12' WIDE WITH 2' SIDEWALKS ON EACH SIDE.

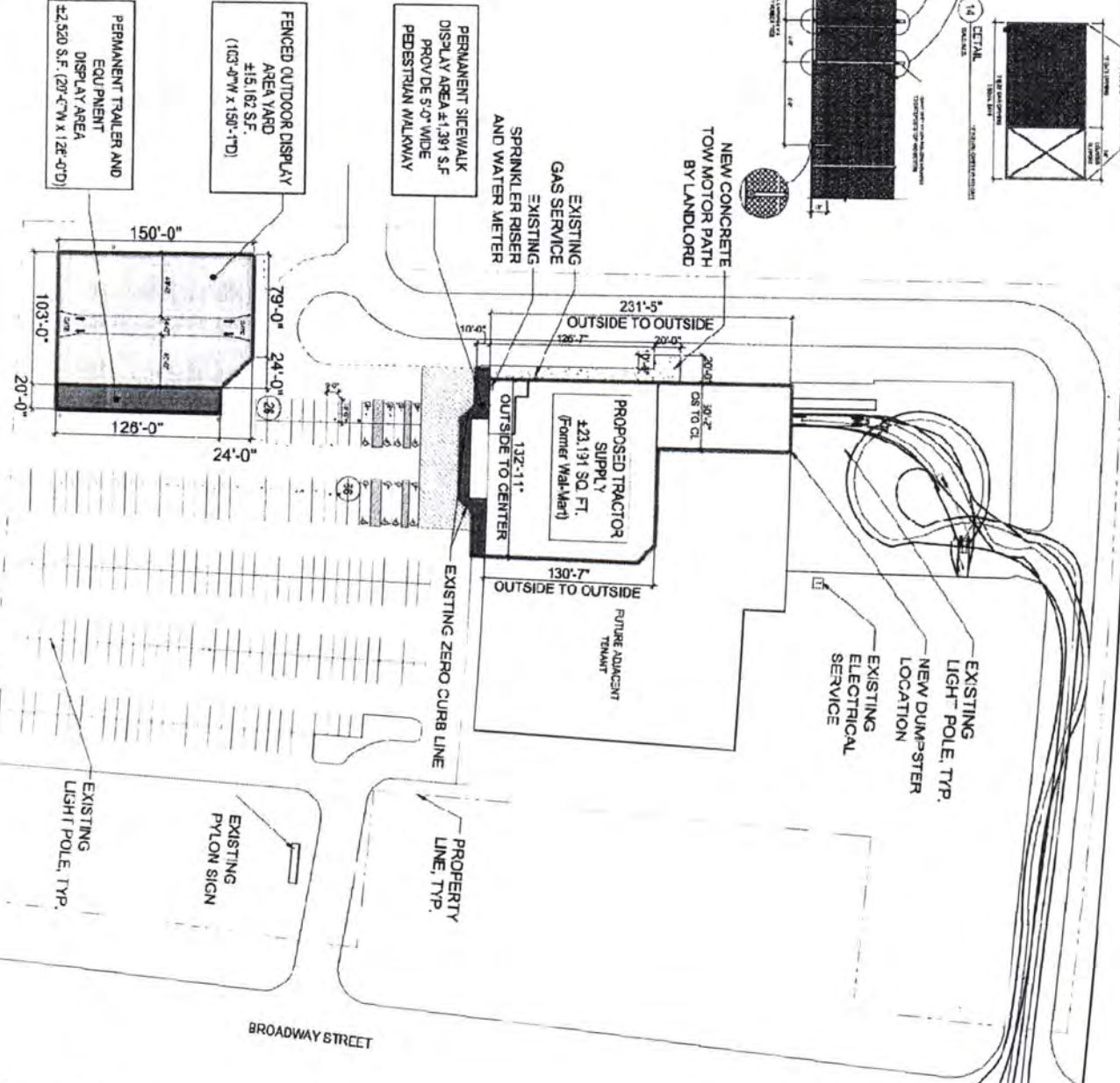


TSC SQUARE FOOTAGE ANALYSIS

SALES AREA	16,218 S.F.
VESTIBULE	943 S.F.
STOCK RECEIVING	5,153 S.F.
CORE AREA	978 S.F.
TOTAL:	23,191 S.F.

TSC TENANT SPACE:

PERMANENT SIDEWALK DISPLAY AREA ±1,331 S.F.
PERMANENT TRAILER AND EQUIPMENT DISPLAY AREA ±2,300 S.F. (20'-0" W x 126'-0" D)
FENCED OUTDOOR DISPLAY AREA YARD ±15,162 S.F. (103'-0" W x 150'-11" D)
AREA OF FRONT PARKING AREA ±62,203 S.F.



TRACTOR SUPPLY CO.



AS-1

NO. 1	1/2" = 1'-0"
NO. 2	1/4" = 1'-0"
NO. 3	1/8" = 1'-0"
NO. 4	1/16" = 1'-0"
NO. 5	1/32" = 1'-0"
NO. 6	1/64" = 1'-0"
NO. 7	1/128" = 1'-0"
NO. 8	1/256" = 1'-0"
NO. 9	1/512" = 1'-0"
NO. 10	1/1024" = 1'-0"
NO. 11	1/2048" = 1'-0"
NO. 12	1/4096" = 1'-0"
NO. 13	1/8192" = 1'-0"
NO. 14	1/16384" = 1'-0"
NO. 15	1/32768" = 1'-0"
NO. 16	1/65536" = 1'-0"
NO. 17	1/131072" = 1'-0"
NO. 18	1/262144" = 1'-0"
NO. 19	1/524288" = 1'-0"
NO. 20	1/1048576" = 1'-0"
NO. 21	1/2097152" = 1'-0"
NO. 22	1/4194304" = 1'-0"
NO. 23	1/8388608" = 1'-0"
NO. 24	1/16777216" = 1'-0"
NO. 25	1/33554432" = 1'-0"
NO. 26	1/67108864" = 1'-0"
NO. 27	1/134217728" = 1'-0"
NO. 28	1/268435456" = 1'-0"
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NO. 94	1/19807040628566084398385955584" = 1'-0"
NO. 95	1/39614081257132168796771911168" = 1'-0"
NO. 96	1/79228162514264337593543822336" = 1'-0"
NO. 97	1/158456325028528675187087644672" = 1'-0"
NO. 98	1/316912650057057350374175289344" = 1'-0"
NO. 99	1/633825300114114700748350578688" = 1'-0"
NO. 100	1/1267650600228229401496701157376" = 1'-0"