



CITY OF MANITOWOC  
WISCONSIN, USA  
[www.manitowoc.org](http://www.manitowoc.org)



April 15, 2021

To: Mayor and Common Council

From: Industrial Development Corporation

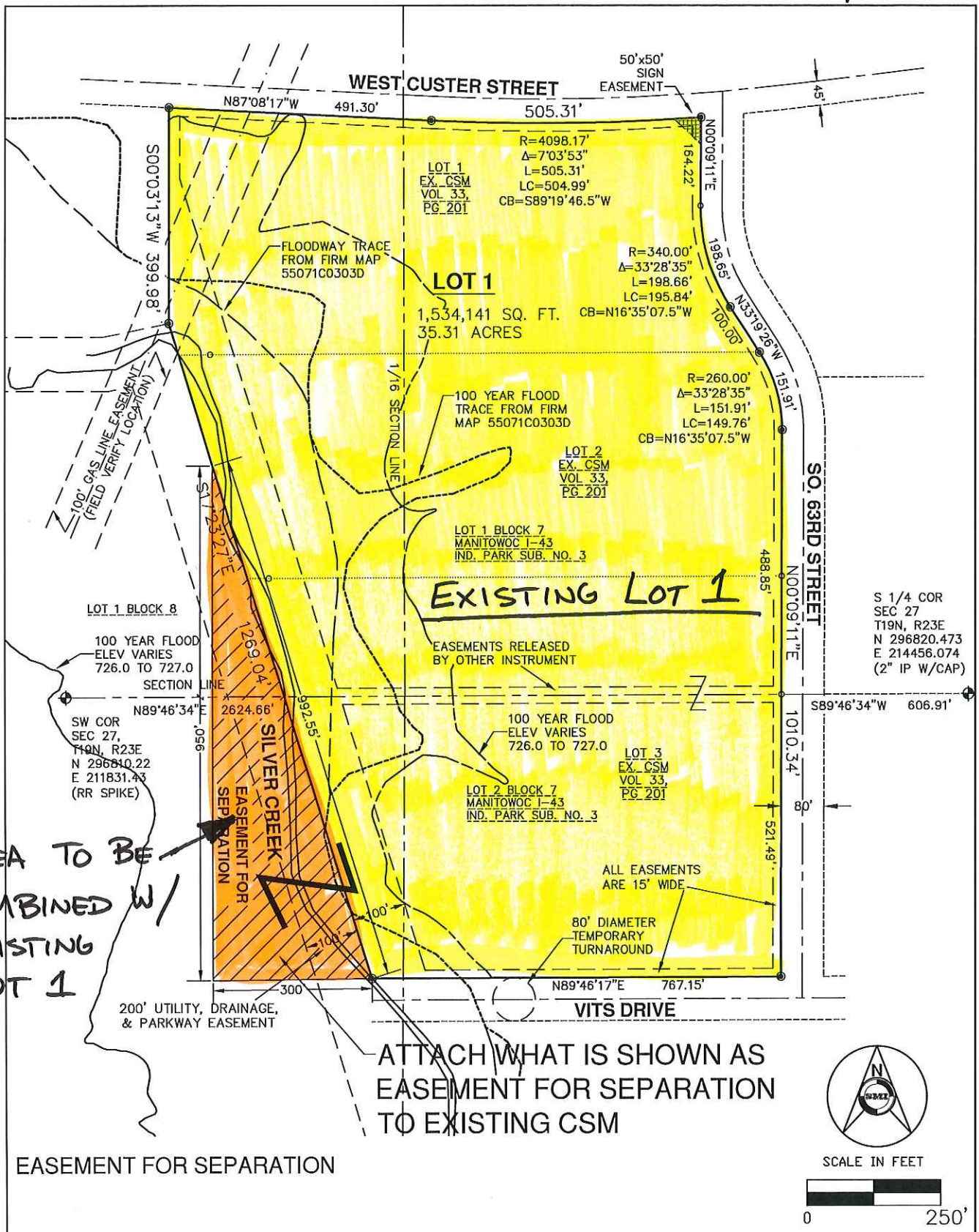
Subjects: **i) City of Manitowoc / AMMO, Inc. Review of a Certified Survey Map; ii) Sale of a portion of Parcel 449-008-010 to AMMO, Inc. to establish a separation area and iii) AMMO, Inc. Waiver Request of Protective Covenants for Minimum Building Square Footage per Acre Purchased.**

Dear Mayor and Common Council:

At the April 14, 2021 meeting of the Manitowoc Industrial Development Corporation, the Corporation considered all items on its agenda, including the items identified above, and wishes to report and recommend to the Common Council the following actions: i) Approve the Certified Survey Map; ii) Approve the sale of a portion of the Parcel # 449-008-010 to AMMO Inc at the same purchase price as the other property recently acquired by AMMO Inc; and iii) authorize the Mayor and Staff to sign and record all documents related to the certified survey and land sale.

The IDC would also like to make the Council aware that they waived the covenant which requires property owners to construct 5,000 s.f. of building per acre purchased. The IDC determined that due to the flood plain, wetland and a gas line easement approximately 12 of the 35 acres that were purchased are unbuildable and should not be factored into the building area per acre purchased calculation. After the unbuildable acreage was subtracted AMMO Inc meets the spirit of the covenants.

Respectfully Submitted,  
Paul Braun  
City Planner



CLIENT: AMMO, INC.  
DATE: 3/3/21 JOB NO.: 211TOCS



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damages for wrongful entry or trespass. The Owner for which such work is performed shall promptly reimburse the City for such cost. If such Owner shall fail to reimburse the City within 30 days after receipt of a statement for such work, then said indebtedness shall be assessed against the lot Owner's annual real estate tax bill.

## **IX. VARIANCES**

Notwithstanding anything herein contained to the contrary, the Corporation expressly reserves the right to authorize variances from the strict application of these Protective Covenants, where owing to special conditions, a literal enforcement of the provisions of these covenants will result in practical difficulty or unnecessary hardship, so that the spirit of the covenants will be observed and substantial justice done. Any variances hereunder shall be in writing.

## **X. AMENDMENT AND OWNERSHIP**

These Protective Covenants may be changed, modified or amended at any time, in whole or in part, by a majority of Owners in the Park, together with the approval of the Corporation and the City. For the purposes of determining the vote of the Owners in the Park, each Owner of land in the Park, other than the Corporation or City, shall be entitled to one vote regardless of the amount of land owned.

In cases where a parcel of land is under the ownership of more than one (1) party, the record Owner(s) shall be entitled to only one (1) vote. The vote of any Owner shall be evidenced by the signature of an authorized representative of that Owner, which need not be acknowledged or notarized.

These Protective Covenants may be modified and amended only upon the recording of an instrument in the office of the Manitowoc County Register of Deeds.

## **XI. ATTACHMENT "A" - LEGAL DESCRIPTION**

A parcel of land located in the Southwest  $\frac{1}{4}$  of Section 26, and the South  $\frac{1}{2}$  of Section 27, and the Northeast  $\frac{1}{4}$  of Section 34, and the Northwest  $\frac{1}{4}$  of Section 35, Township 19 North, Range 23 East, Town of Manitowoc Rapids and City of Manitowoc, Manitowoc County, Wisconsin more particularly described as follows:

Commencing at the West quarter corner of said Section 35, thence N.  $88^{\circ} 04' 58''$  E. along said quarter section line of Section 35 a distance of 419.67 feet to the west line extended of Dufek Drive and the point to real beginning; thence N.  $27^{\circ} 19' 50''$  E. along said west right-of-way line and city limits line, a distance of 308.88 feet; thence northwesterly along

## I. GENERAL PURPOSE

The Manitowoc I-43 Industrial Park (hereinafter referred to as the "Park") is a planned development owned by the City of Manitowoc (hereinafter referred to as the "City"); and managed by the Industrial Development Corporation of City of Manitowoc (hereinafter referred to as the "Corporation"). The City intends to keep development desirable, uniform, suitable in architectural design, and limited to uses specified herein to insure a high quality environment for the growth and expansion of business and industry in the Park.

The City, as owner of the real property designated as the Park and legally described in Attachment "A", hereby makes the following declaration of limitations and restrictions on said real property and hereby specifies that such declarations shall constitute covenants applied to the land and subsequent development, and which shall bind all parties obtaining interest in said property and their successors.

## II. LAND SALE, RESALE, AND MINIMUM DEVELOPMENT CONDITIONS

### A. Land Sale and Resale Conditions

Each and every parcel of land in the Park shall be subject to the following conditions:

(1) Persons or entities which purchase land in the Park (hereinafter referred to as the "Owner"), shall within 18 months of the date of lot purchase, commence construction of a facility or facilities which occupy a minimum of 5,000 square feet of building per acre purchased, and shall have the same ready for occupancy within 24 months of the date of purchase of said lot.

(2) In the event an Owner fails to commence construction as required in (1) or if the Owner fails to have the facility ready for occupancy within 24 months of the date of purchase, the City shall have the option of repurchasing the land at the price per acre paid for by the Owner, less any unpaid real estate taxes, including proration of current year's real estate taxes to date of purchase, and free and clear of any other liens and encumbrances on the property.

## **Report to the Industrial Development Corporation**

**Meeting Date:** April 14, 2021

**Report:** AMMO Inc. Waiver Request of Protective Covenants for Minimum Building Square Footage per Acre Purchased.

Section II(A)1. of the Manitowoc I-43 Protective Covenants conditions that a minimum of 5,000 square feet of building should be constructed per acre purchased.

Section IX of the covenants authorizes the IDC authorization to grant variances from the strict application of the protective covenants, where owing to special conditions, a literal enforcement of the provisions of the covenants will result in practical difficulty or unnecessary hardship, so that the spirit of the covenants will be observed.

AMMO Inc is requesting a waiver to the 5,000 s.f. of building area per acre purchased. AMMO will be purchasing approximately 38.5 acres, the covenants would require 192,500 s.f. based on the 5,000 s.f. per acre. Per the submitted site plan AMMO will be constructing an office and manufacturing plant totaling 159,900 s.f..

There are multiple property conditions that reduce the actual buildable area of the 38.5 acres. Approximately 12 acres of the property are unbuildable due to flood plain, wetland, steep slope or an ATC gas pipeline easement that run through a portion of the property. If the unbuildable acres are subtracted from the total acres purchased the proposed building would meet the minimum building square footage per acre purchased.

Due to the type of product AMMO works with they are also required to have minimum separation distances from other buildings so they are locating their building to meet the separation requirements and not restrict other property owners from expanding or constructing new.

**Recommendation:** Approve the variance to the minimum building square footage per acres purchased.