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CITY OF TWO RIVERS
INDUSTRIAL PARK
LAND COVENANTS

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MARK J. DAVIS,
PRESIDENT
CITY OF TWO RIVERS

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

Know all men by these presents that the City of Two Rivers, a Wisconsin municipal corporation, (hereinafter referred to as City) is the owner of a certain parcel of real estate, (hereinafter referred to as Area) located in the City of Two Rivers, Manitowoc County, Wisconsin, more particularly described as follows:

PARCEL NO. 1:

The East Seven Hundred Seventy feet (770) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), EXCEPTING THEREFROM Tract 1 of a Certified Survey in the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) recorded in Volume 10 of Certified Survey Maps, page 385, as Document No. 591092, and also

EXCEPTING THEREFROM the northern most 5.01 acres from the West 330 feet of the East 770 feet,

ALL in Section Numbered Thirty-three (33), Township Numbered Twenty (20) North, Range Numbered Twenty-four (24) East.

PARCEL NO. 2:

The East Seven Hundred Seventy Feet (770) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Numbered Thirty-three (33), Township Numbered Twenty (20) North, Range Numbered Twenty-four (24) East.

PARCEL NO. 3:

The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), EXCEPTING therefrom a square 5.01 acre (exclusive of road rights-of-way) tract located in the Northeast corner of said property;

The North One-quarter (N1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4);

ALL in Section Numbered Four (4), Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East.

PARCEL NO. 4:

The West One-half (W1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Numbered Thirty-four (34),

Township Numbered Twenty (20) North, Range Numbered Twenty-four (24) East,

EXCEPTING THEREFROM that part of the North Two Hundred and Ten Feet (210) of the South Five Hundred and Fifty Feet (550) lying East of the East line of the dedicated roadway, inclusive of Tract 1 of a Certified Survey recorded in Volume 11 of Certified Survey Maps, page 571 as Document No. 644463, and also

EXCEPTING THEREFROM a tract of land more particularly described as follows:

Commencing at the Southeast corner of the West One-half (W1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4), thence due West and parallel to State Highway 310 a distance of two hundred feet (200), thence due north and parallel to Woodland Drive a distance of 340 feet; thence due East and parallel to State Highway 310 a distance of 200 feet; thence due South and parallel to Woodland Drive a distance of 340 feet to the point of beginning.

PARCEL NO. 5:

The Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Numbered Four (4), Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East, EXCEPTING THEREFROM the North Five Hundred and Seventy-five feet (575) of the West Three Hundred and Ninety feet (390) thereof, and also EXCEPTING THEREFROM the West Thirty-three Feet (33) south of the North Five Hundred and Seventy-five Feet (575) thereof.

PARCEL NO. 6:

The South Three Quarters (S3/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Numbered Four (4), Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East.

PARCEL NO. 7:

The Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Numbered Four (4), Township Numbered Nineteen (19) North, range Numbered Twenty-four (24) East, EXCEPTING THEREFROM the West Thirty-three Feet (33) thereof.

PARCEL NO. 8:

The South One-half (S1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Numbered Three (3), Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East.

PARCEL NO. 9:

The Northwest One Quarter (NW1/4) of the Southwest One Quarter (SW1/4) of Section Numbered three (3), Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East, EXCEPTING THEREFROM the West Three Hundred and Thirty-one (331) feet of the South Six Hundred Sixty (660) feet thereof.

PARCEL NO. 10:

The South One-half (S1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Numbered Three (3), Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East.

The City intends to establish a general plan for the use, occupancy, and enjoyment of said Area, and intends to convey parcels of land within said Area to prospective industrial users hereinafter referred to as Purchasers.

The above described Area is intended to be a part of an industrial park development to be developed, promoted and sold by the City and these restrictions and protective covenants are developed to insure proper use and appropriate development and enjoyment of each building site thereon; to protect the improvements in this planned industrial area; to guard against the erection thereon of structures or buildings of improper or unsuitable materials; to require conformance to applicable zoning ordinance and building codes; to insure reasonable development of said property and locations thereon of buildings; to control the development of said property as an industrial area, 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 improvement on said property, to insure that building sites will not adversely affect the general plan for physical development of the industrial area.

The City does hereby declare that all parcels of land located within said Area shall be subject to the following restrictions and protective cove-

nants which shall be deemed to run with the land and shall bind the respective owners of such parcels, their heirs and successors and be enforceable by any of said owners in said Area as well as by the City of Two Rivers, irrespective of whether the City retains ownership of any real estate within said Area.

I. LAND SALE, RESALE AND MINIMUM DEVELOPMENT CONDITIONS.

A. Roadways.

The purchase price of all lands in the Area shall include a roadway open to traffic on a public street. Such roadway to be constructed by the City at such time and to the extent necessary to provide service to the property.

B. Water and Sanitary Sewer.

Water and sanitary sewer shall be installed in a street or easement adjacent to the property. The location of such water and sanitary sewer shall be at the option of the City.

C. Minimum Development Conditions.

- (1) All purchasers shall, within 24 months of the date of purchase, make substantial use of the land for purposes permitted under the terms of these covenants and the Municipal Building and Zoning Codes, and shall erect a minimum of 2,500 square feet of building per acre purchased, and
- (2) Should any Purchaser fail to perform this condition within the specified time the City shall within 90 days after the termination of said period either grant an extension of time mutually agreeable to both parties and set forth in writing or, upon written notice to the Purchaser, have the option to repurchase said property for an amount equal to the purchase price paid by the Purchaser plus the

depreciated cost of any improvements of value made to or on the land by the Purchaser.

(a) Should such option be exercised, conveyance of the property shall be by warranty deed free and clear of all encumbrances created by act of default of the Purchaser. .

(b) Should the option to repurchase not be executed, the Purchaser may sell the land to any person, firm, or corporation and the City shall have no further interest therein except as to the other restrictions herein contained.

D. Resale - Lease Conditions.

(1) In the event a landowner elects to sell any portion of land which is not being used in connection with the business operated on the premises or which the landowner desires to sell separate and distinct from any sale of the business operated on the premises, the same shall first be offered for sale to the City of Two Rivers in writing and filed with the City and the City shall have the option of repurchasing the land at the original sale price, plus the market value of any improvements of value made to or on the land by the landowners. This provision shall not apply to a sale, transfer or conveyance to the spouse or descendants of the landowner or to a trust for the benefit or to an entity controlled by the landowner.

(2) A landowner may not lease or rent any part of his parcel of land to any other person, firm or corporation except for such land as may be necessary for the use of leased or rented buildings or structures. This provision shall not apply to a sale, transfer or con-

veyance to the spouse or descendants of the landowner or to a trust for the benefit or to an entity controlled by the landowner.

(3) No parcel of real estate within said Area may be subdivided or sold in a parcel smaller than that parcel originally conveyed by the City without written consent by the City. This provision shall not preclude the City from dividing parcels within said Area in any fashion it deems desirable prior to sale to initial Purchasers.

E. Ingress and Egress.

Ingress and Egress from said real estate will be limited to Woodland Drive.

II. LAND USE

The use of all lands in the Area shall be in conformance with all Municipal Code I-2 District provisions and shall be limited primarily to manufacturing, warehousing or distributing activities and administrative offices related directly thereto except that an area not greater than 25% of the gross floor area of a building wherein products are manufactured may be utilized for retailing such products exclusively.

III. DEVELOPMENT REGULATIONS.

All buildings and improvements erected in said Area shall comply with the following:

A. Construction Materials.

Any building erected shall be of masonry or steel construction or the equivalent thereof. The front of all buildings when facing a street shall be faced with decorative masonry or other architectural materials designed to enhance the structure and the area.

B. Landscaping, Vision Screening, Building and Yard Area.

- (1) Building Area. Buildings shall not cover more than 50% of the total site area.
- (2) Front Yard Setback. A landscaped front yard not less than 25 feet in depth shall be provided which may contain in addition to landscaping conforming with the provisions of Section III B (6) of these regulations, pedestrian walks, one identification sign not greater than 100 square feet in area, flagpoles, and driveways providing access to interior side yards or rear yards.
- (3) Street Side Yard. Street side yards shall be not less than 25 feet in depth and shall be landscaped in accordance with Article III B (6) of this section. Street side yards may accommodate the same uses as provided for front yards and in addition, may be used for off-street loading activities providing that no portion of the vehicles encroaches upon the public right of way.
- (4) Interior Side Yard. A 10 foot minimum width side yard shall be provided exclusive of rail tracks or public alleys except where adjacent to an R-District, in which case the side yard shall be not less than 25 feet wide. Unless such side yard abuts a railroad or public alley a minimum of 5 feet of the yard adjacent to the property line shall be landscaped in accordance with the provisions of Article III B (6) of this section.
- (5) Rear Yard. A 25 foot minimum rear yard shall be provided of which that 5 feet area adjacent to the property line shall be landscaped in accordance with Article III B (6) of this section.
- (6) Landscaping. Landscaping for the purposes of this document shall consist of grading and planting with trees, shrubs, ground cover

and appropriate natural landscaping materials all of which shall be in place one year from the date the building is occupied. Landscaping shall relate to buildings and paved surfaces as to scale, massing, size, shape and color. At the time of planting, vegetation shall be of sufficient size as to noticeably enhance the site. Wherever possible, existing trees should be preserved. Plant material shall be of hardy quality, preferably native to Wisconsin. Any purchaser shall be responsible for maintenance of vegetation and replacement of any defective plant material.

C. Off Street Parking and Loading.

- (1) All parking areas and loading areas shall be paved within one year from the date of occupancy of the building.
- (2) Off street parking shall be provided at a minimum ratio of one space for each two employees.
- (3) Off street loading shall be located in any required yard except the front yard and the front one-third of the street side yard.
- (4) No parking will be allowed on Woodland Drive and State Highway 310. The purchaser or owner shall provide sufficient parking on premise for its employees and customers.

D. Open Storage.

No open storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjacent R-Districts with a eight-foot high suitable fence, vegetation, earth berm or combination thereof. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Open

storage shall be limited to the rear two-thirds of the site and behind the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings.

E. Signs.

Only identification signs promoting the name and/or trademark of the owner or tenant of the parcel on which the sign is to be placed will be permitted. Free standing signs shall not be located nearer than 10 feet to any street or alley. All signs, exterior lighting, etc. shall be shown on the final site plan submitted to The Two Rivers Business and Industrial Development Committee, Inc., for review.

F. Vision Clearance.

There shall be provided at all corners where streets, alleys and driveways intersect, a vision clearance area extending 10 feet horizontally and 10 feet vertically which area shall be kept free of any sign, fence, tree, shrub or other vision obstacle.

IV. PLAN APPROVAL.

A. Before commencing the construction or alteration of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards or any other structures or permanent improvements on or to the real estate conveyed hereby, the Purchaser shall first submit to The Two Rivers Business and Industrial Development Committee, Inc. and/or Community Development Authority of the City of Two Rivers, the following:

- (1) Building plans and specifications.
- (2) Site and landscaping plans showing open storage areas, number of

parking spaces, utilities, street, easements, structures, etc.

(3) Elevation sketch of all proposed improvements.

B. Plan Review and Approval.

In the event that the Two Rivers Business and Industrial Development Committee or its assigns shall fail to approve or disapprove in writing such plans, specifications and sketch within 35 days after they have been submitted to them, such approval will not be required and this covenant will be deemed to have been complied with.

C. Easements and Utilities.

The City reserves an easement to construct overhead utility lines and underground utility lines, pipes, and conduits over and through an area not more than ten feet in width along either side of the property lines or twenty feet in width across the rear of the real estate conveyed and any Purchaser or lessee agrees to execute any and all instruments necessary and reasonable for the future development of said easement area provided that no such easement shall interfere with any building planned for or constructed on the said real estate by the grantee or lessee.

V. VARIANCES.

Notwithstanding anything herein contained to the contrary, the City expressly reserves the sole right at any time and from time to time to authorize variances from the strict application of these restrictions and protective covenants or any one or more of them where the circumstances, in its sole and exclusive judgment, justifies the granting of same. Any variance hereunder shall be in writing and executed by an authorized officer of the City.

VI. ENFORCEMENT.

In the event that any Purchaser fails to perform in accordance with these covenants or with the provisions of Section 17.18 of the Municipal Zoning code, the City Council for the City of Two Rivers, upon the recommendation of the Business and Industrial Development Committee, may take any corrective measures it deems necessary and appropriate and the costs thereof shall be assessed against the property in the same manner as a special assessment. The City Council shall give at least thirty days notice to the Purchaser of any violation and the steps required to correct it, prior to taking any action to cure such violation.

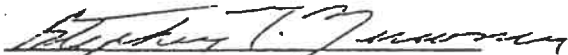
VII. INVALIDATION.

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants or restrictions at the time of its violation shall in no way affect any of the other restrictions nor be deemed a waiver of the right to enforce the same hereafter.

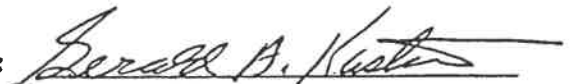
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CITY OF TWO RIVERS

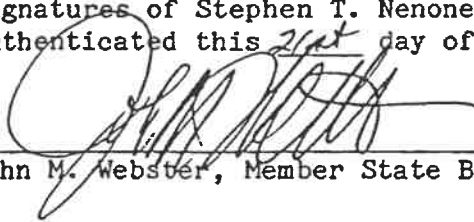
BY:


Stephen T. Nenonen
CITY MANAGER

By:


Gerald Kasten
CITY CLERK

Signatures of Stephen T. Nenonen and Gerald Kasten authenticated this 21st day of December, 1989.


John M. Webster, Member State Bar of Wisconsin.

THIS INSTRUMENT DRAFTED BY: Attorney John M. Webster