

# ***CENTRAL WISCONSIN BUSINESS PARK***

## **DEED RESTRICTIONS AND PROTECTIVE COVENANTS**

### General Purpose

The declared purpose of these conditions, covenants and restrictions is to insure proper use and development of each parcel in the park; to protect the environment; to guard against the development of improper, unsuitable structures and uses; to maintain property values; to insure protection from incompatibility and unsightliness; to protect the health and safety of residents in the area of the park; and to attract quality businesses and industries to the Central Wisconsin Business Park in the City of Mosinee.

In addition to the rules that follow, all property shall be used in conformance with federal, state and local zoning, building, fire safety, health, and environmental regulations, rules, ordinances and laws.

### Subject Property

The property included in these covenants and restrictions is known as the Central Wisconsin Business Park. A legal description of the property is attached.

### Use of the land

It is the intention of the City of Mosinee and the County of Marathon that the Central Wisconsin Business Park be developed to enhance the future growth of the city and county in a planned development that includes a general mix of industrial and commercial uses. The specific types of uses will be subject to the review and approval of the Central Wisconsin Business Park Management Committee.

### Industrial Uses

The following uses are permitted in the area zoned IP-M Industrial Park Manufacturing District:

- (1) Bakeries
- (2) Bedding manufacturing
- (3) Boot and shoe manufacturing
- (4) Carpet manufacturing
- (5) Cloth products manufacturing
- (6) Cartage and express facilities

- (7) Cosmetics production
- (8) Dairy products manufacturing
- (9) Electronic and scientific precision products manufacturing
- (10) Food manufacturing, packaging, processing
- (11) Fur processing
- (12) Glass products manufacturing
- (13) Insulation materials manufacturing
- (14) Laboratories - research and testing
- (15) Laundries, not including self service
- (16) Light machinery production - appliances, business machines, etc.
- (17) Lithographing
- (18) Musical instruments manufacture
- (19) Offices for manufacturing or warehousing operations
- (20) Orthopedic and medical appliance manufacture
- (21) Pottery and ceramics manufacturing
- (22) Printing and publishing
- (23) Public utility and service uses
- (24) Rope, cord and twine manufacturing
- (25) Signs, as regulated hereunder
- (26) Sporting goods manufacturing
- (27) Temporary buildings for construction purposes for a period not to exceed the duration of the construction
- (28) Wearing apparel manufacturing
- (29) Woodworking and wood products
- (30) Other manufacturing, processing, storage, warehousing, assembly or commercial uses determined by the Business Park Management Committee to be of the same general character as the uses permitted in the district and not found to be obnoxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odor, toxic, or noxious matter, glare or heat, electronic interference, or fire or explosive hazards. All uses shall also be in compliance with the City of Mosinee Zoning Ordinance.

Commercial Uses

The following uses are permitted in the IP-B Industrial Park Business District:

- (1) Business and professional offices
- (2) Signs as regulated hereunder
- (3) Other commercial, office or business use determined by the Business Park Management Committee as being consistent with the same general character as the permitted uses. All uses shall also be in compliance with the City of Mosinee Zoning Ordinances.

Area of Lots and Building Bulk

The minimum lot size in the Central Wisconsin Business Park shall be 1.5 acres.

The minimum size of a commercial or manufacturing building in the Central Wisconsin Business Park shall be 9000 square feet. The building bulk requirement is 6000 square feet per acre based on building footprint.

### Submission of Plans

No building or improvement shall be erected, placed or altered on any lot in the Central Wisconsin Business Park until the plans for such building or improvement, including the site plan, landscape plan, exterior materials, and building plan and specifications have been approved in writing by the Business Park Management Committee. Said Committee shall review and approve, approve conditionally, or disapprove such plans with respect to conformity with these restrictions and with respect to the harmony of these external design and land use as it affects property within and adjacent to the park.

### Building Setback Requirements

Front Yard: No portion or part of any building shall be erected, constructed, or extended nearer than 30 feet from the street right-of-way line, or both street right-of-way lines on a corner lot. Parking of employee owned motor vehicles shall be prohibited within 25 feet of the front yard line. Visitor or customer parking may be allowed within 25 feet of the street right-of-way line upon approval of the Business Park Management Committee.

Rear Yard: No portion or part of any building shall be erected, constructed, or extended nearer than 25 feet to any rear lot line.

Side Yard: No part or portion of any building shall be erected, constructed, or extended nearer than 10 feet to any side lot line. The combined total of side yards for any parcel shall not be less than 30 feet. Corner lots shall be deemed to have two side lot lines.

## Architectural Control and Appearance

The front of all manufacturing buildings, i.e., the side facing street on which the building is deemed to front as determined by the Business Park Management Committee, shall be faced with concrete or brick masonry, stone, or other material approved by the Business Park Management Committee and said facing shall extend across the full front of the building and also extend across a distance of not less than 20 feet on each side of the front of the building. That portion of any building facing a street other than the street the building fronts shall be finished in an attractive manner in keeping with the accepted standards used for the type of building but need not be finished in a like manner as the front.

The exterior of all commercial buildings in the park shall be constructed of brick, block or other acceptable masonry materials.

It is the intent of these provisions that all structures shall be designed and constructed in such a manner as to provide aesthetically pleasing and harmonious overall development of the industrial park.

All faces of all buildings must be kept in good repair and appearance at all times. All buildings must be of approved construction in conformance with all federal, state and local building codes.

## Height Restrictions

Construction or erection of any building or other structure including landscaping, signs, and lighting must be in conformance with the provisions of the Marathon County ordinance, then in effect, regulating the height of structures and trees and the use of property in the vicinity of the Central Wisconsin Airport. Said ordinance requires permit approval by the Marathon County Zoning Administrator prior to construction of any structure. A copy of the current ordinance is attached.

## Landscaping and Landscaping Maintenance

Every effort shall be made to protect and retain all existing trees and shrubbery not lying in public areas. Trees shall be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by the uses of wells, islands, or retaining walls whenever abutting grades are altered to the extent that an existing tree could be damaged.

At least one street tree of an approved species and of at least six feet in height shall be planted for each 50 feet of frontage on proposed public streets and private drives. However, the placement and selection of street tree species shall not hamper or interfere with access to natural light and air for nearby lots and structures. Tree species shall be selected, in part, based upon soil conditions and species' hardiness to soil conditions. Street trees shall be located so as to be a minimum of 10 feet from a street light, five feet from a fire hydrant, and five feet from a driveway.

All off-street parking areas which serve five vehicles or more shall be provided with accessory landscape areas totaling not less than 5% of the surfaced area. The minimum size of each landscaped area shall not be less than 100 square feet. Location of landscape areas and plant materials, and protection afforded the plantings, including curbing and the provision of maintenance, shall be subject to approval by the Business Park Management Committee. The preservation of existing trees, shrubs and other natural vegetation in the off-street parking area may be included in the calculation of the required minimum landscape area. Those off-street parking areas of five or more vehicles, if located adjoining a residential area, shall be screened from such area by a solid wall or fence or by evergreen planting of adequate visual density, built and maintained to a minimum height of six feet.

All grass, trees, shrubs and other vegetation shall be kept watered in dry weather and in good appearance at all times. All grass shall be cut as necessary to maintain an attractive appearance. If grass is not cut, or the trees and shrubbery not properly maintained, the City of Mosinee may serve notice of such noncompliance, and if not complied with in 10 calendar days, the City may maintain same and add the cost incurred to the lot owner's annual real estate tax bill.

All such landscaping, drives, and other site improvements shall be completed at the time of issuance of a building occupancy permit and zoning certification of compliance.

## Off-street Parking and Loading

Parking Lot Drives: Parking lot drives shall be a minimum of 24 feet wide for two-way traffic and at least 12 feet wide for one-way traffic.

Parking Spaces and Location: At least one parking space of not less than 180 square feet, excluding driveway and approaches, shall be required for each two employees. Employee or truck parking shall not be allowed within the front yard building setback area. Additional parking shall be provided on each property as required by the Business Park Management Committee as necessary to accommodate all employees and visitors. No on-street parking shall be allowed for employee vehicles.

Any parking area for five or more vehicles shall have the aisles and spaces clearly marked.

Construction: All driveways, parking lots and loading areas shall be surfaced with concrete or asphalt extending to the public street pavement.

## Outdoor Storage

All material or products stored outside buildings must be behind the building setback line from the street and must be screened from view from the street with solid fencing or screening approved by the Business Park Management Committee. All trash must be enclosed by a fence shall be six feet. The fence must be kept painted or have such other finish as is generally accepted for good appearance. Wire is not acceptable for this purpose.

## Waste Incineration

No waste material shall be burned on the premises except in an incinerator designed and constructed for such purpose and in compliance with applicable statutes and local ordinances.

## Signs and Billboards

One freestanding, monument type sign per business shall be allowed. The total size of the free-standing sign shall not exceed 70 square feet. Maximum height of all monument

signs shall be set back a minimum of 15 feet from street right-of-ways.

One exterior wall sign per business shall be allowed. The total size of the sign shall not exceed 10 percent of the area of the wall upon which the sign is erected. Wall signs shall be fixture signs; signs painted directly on the surface of the wall shall not be allowed.

Directional signs, i.e., those commercially produced signs used to indicate entrances, exits, deliveries, etc. may be installed outside public right-of-way.

No billboard or rooftop signs shall be allowed in the Business Park.

#### Utility Control

All utilities, including all electric power, telephone, gas, water, storm and sanitary sewers shall be located underground. The location of the utility shall be subject to approval by the Business Park Management Committee.

#### Cooperation for Easements

The City of Mosinee retains such right-of-way and easements as may be necessary or convenient for the purpose of erecting, constructing, maintaining and operating utility services over, across, under and through the premises in the designated setback areas between building lines and property lines. The City shall also have the right to grant such right-of-way easements to others to carry out this purpose. Any contract for the laying of such lines, wires, conduits, pipes or sewers shall provide that the premises shall be restored to the same condition they were in prior to the doing of such work.

#### Drainage Control

No land shall be developed and no use shall be permitted that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.

#### Nuisance Control

No operation, process, manufacturing, or building use in the Business Park shall produce or create excessive noise, electronic interference, light, odors, smoke, dust, gas, vibration, heat, industrial waste, toxic matter, or other excessive measurable external nuisance in

violation of the performance standards described in Title 10, Chapter 1, Article I of the City of Mosinee Zoning Code.

Recapture and Resale of Land

If a buyer of any lot does not commence construction of a building thereon within 12 months after the date of purchase and complete the construction of a building or buildings thereon within two years after the date of purchase, Marathon County shall have the option to repurchase the property. Exercise of this option shall be affected by resolution adopted by the Marathon County Board. Such option shall be exercisable upon delivery in writing of a notice to the buyer within six months after the expiration of such 12 month or two year period. Closing shall take place within 60 days following the exercise of such option on such date as shall be designated by the County specified in such notice. The purchase price to be paid by the County upon exercise of such option shall be the sum of the following:

The purchase price paid for the land by the buyer;

The current market value of all improvements thereon paid by the buyer;

All special assessments which may have been paid by the buyer or levied against the premises during the period of such buyer's ownership.

less the sum of the following:

Unpaid real estate taxes;

Proration of current year's real estate taxes to the date of closing;

Title insurance policy premium;

Liens and encumbrances on the property of a definite or ascertainable amount.

Conveyance to the County shall be by warranty deed, free and clear of all liens and encumbrances except those in existence prior to the buyer's ownership of the property. Seller shall furnish title insurance at the seller's expense for the full amount of purchase price.

In the event a buyer elects to sell all or any portion of a lot that is vacant, the same shall first be offered for sale, in writing, to Marathon County at a price per acre computed as set forth above. The County shall have 60 days from the receipt of such offer to accept or reject same. Acceptance or rejection of such offer shall be affected by resolution adopted by the Marathon County Board. Upon acceptance by the County, conveyance to the County shall be by warranty deed free and clear of all liens and encumbrances. If the County rejects said offer, the buyer may then sell such property to any other buyer. All other terms and conditions of this document shall remain in effect.

Nothing contained herein shall be deemed to give the County a right of first refusal or option in the event a buyer of a parcel who has improved the same by construction of a building or buildings thereon shall propose to sell all of such property as one parcel together with the improvements thereon, it being intended that the provisions of this shall apply only to the resale of vacant parcels.

#### Restrictions and Covenants to Run With the Land

Each lot shall be conveyed subject to the restrictions and covenants set forth herein of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of 10 years each, unless an instrument terminating such restrictions and covenants by the Marathon County Board and Mosinee City Council as evidence by resolutions duly adopted by at least three-quarters favorable vote of the respective membership.

#### Modification and Amendment

The restrictions and covenants set forth herein may be amended only upon the execution and recording of a written instrument to said effect by the majority of the Marathon County Board and Mosinee City Council as evidenced by an adopted resolution of the respective memberships.

#### Enforcement

Any company, business, person or persons violating or attempting to violate any restrictions or covenants shall be subject to Section 1-1-7, General Penalty of the Code of Ordinances of the City of Mosinee.

Severability

Invalidation of any one of the restrictions or covenants contained in this document, by judgement or court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

Other Applicable Laws

Notwithstanding the provisions contained herein in this document, all development in the Central Wisconsin Business Park shall be in accordance with all applicable local, state and federal laws.

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