



walks necessary for ingress and egress being excepted. The vendee further shall upon completion of his/its building, or the commencement of operation of his business, undertake to landscape and beautify that portion of the front set-back area above described; and in the event of a failure to do so, both the installation and maintenance of such landscaping may be undertaken by the Park Department of the City of Appleton and the cost thereof may be charged against the property in the same manner as a special assessment. Other provisions hereof shall be enforceable in the same manner, and to the same process and be subject to the same penalties applicable to city zoning, parking or other ordinances.

Vendee accepts this conveyance on the express condition that:

He/it will, by October 18, 1977, erect a building, or structure with a minimum of 5,000 square feet for such purpose or purposes as may be permitted under the applicable zoning ordinance and in accordance with building codes. In the event of the vendee's failure to perform this condition within the time specified, the vendor shall, within sixty days after the termination of said period, upon written notice to the vendee, have the option to repurchase said property for an amount of money equal to the purchase price paid by the vendee, plus any special assessments.

The vendee shall refrain from using any of the property within said front set-back area for the parking of any automobiles, trucks, equipment, or the storage of any material whatsoever, it being understood that the rear and side set-back areas may be used for parking, loading and unloading, and similar operations. It is agreed between the parties that for the orderly growth of this area and ease of access, it will be necessary to prohibit parking on the streets. Therefore, the purchaser agrees to provide off-street parking for employees, clients and visitors.

In the event that the vendee is a salvage company, such company shall agree to place all operations under cover and shall have no outside storage.

The vendee shall agree to request what is known as "reciprocal switching" from the railroad for any railroad spur line constructed on or across any property in the INDUSTRIAL PARK SITE.

TRANSFER

\$ 16.00

FEE

9 Oct 18 1976

This Indenture Made by City of Appleton a Wisconsin Municipal

virtue of the laws of the State of Wisconsin, grantor, of Outagamie County, Wisconsin, hereby conveys and warrants to PRIME DEVELOPMENT CO.

sum of Five Thousand, Six Hundred and Fifty Dollars (\$5,650.00) the following tract of land in Outagamie County, State of Wisconsin:

A parcel of land located in Lot 15, 1st Addition to Industrial Park Plat, City of Appleton, Outagamie County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of said Lot 15; thence due West along the South line of said Lot 15 (north line of Everett Street) 184.14 feet to the point of beginning (said point of beginning also being 1017.76 feet due East of the Southwest corner of said Lot 15); thence continuing due West along said South line 183.00 feet thence North 0° 09' West 241.34 feet; thence North 89° 51' East a distance of 183.00 feet; thence South 0° 09' East a distance of 241.82 feet to the point of beginning, and containing 1.015 acres of land more or less.

This property shall be subject to the following:

The vendee shall comply with the following set-back lines; the minimum side and rear set-back lines for any structure shall be 20 feet. The set back line along any street shall be a minimum of 25 feet. The front set-back area shall be devoted to planting and other landscaping; driveways and sidewalks necessary for ingress and egress being excepted. The vendee further shall upon completion of his/its building, or the commencement of operation of his business, undertake to landscape and beautify that portion of the front set-back area above described; and in the event of a failure to do so, both the installation and maintenance of such landscaping may be undertaken by the Park Department of the City of Appleton and the cost (cont. on back)

In Witness Whereof, the said grantor has caused these presents to be signed by James P. Sutherland, Mayor and Elden J. Broehm, City Clerk, at Appleton Wisconsin, and its corporate seal to be hereto affixed, this 18th day of October, 1976.

Signed and Sealed in Presence of

Dorothy Love

Dorothy Love

James K. Ferge

Madell K. Ferge

State of Wisconsin, County, ss.

Personally came before me this 18th day of October, A.D., 1976.

James P. Sutherland, Mayor, and Elden J. Broehm, City Clerk, Secretary

of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor, President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

David G. Geenen

Notary Public, Outagamie County, Wis. My Commission expires xxxxxxxxxxxxxx Is Permanent.

Drafted by David G. Geenen, City Attorney, Appleton, Wisconsin

No. <u>718966</u>	To	WARRANTY DEED	REGISTERS OFFICE State of Wisconsin Outagamie County	Received for Record this <u>8</u> day of <u>November</u> , A. D., 19 <u>16</u>	2 o'clock P.M. and recorded in <u>1034</u> of Book on page <u>397</u> P. D. <u>POTDANNE</u> Registrar of Deeds.	Wm. H. Morgan Deputy City, Wis. pd 3/20
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thereof may be charged against the property in the same manner as a special assessment. Other provisions hereof shall be enforceable in the same manner, and to the same process and be subject to the same penalties applicable to city zoning, parking or other ordinances.

Vendee accepts this conveyance on the express condition that:

He/it will, within one (1) year from the date hereof, erect a building, or structure with a minimum of 5,000 square feet for such purpose or purposes as may be permitted under the applicable zoning ordinance and in accordance with building codes. In the event of the vendee's failure to perform this condition within the time specified, the vendor shall, within sixty days after the termination of said period, upon written notice to the vendee, have the option to repurchase said property for an amount of money equal to the purchase price paid by the vendee, plus any special assessments.

The vendee shall refrain from using any of the property within said front set-back area for the parking of any automobiles, trucks, equipment, or the storage of any material whatsoever, it being understood that the rear and side set-back areas may be used for parking, loading and unloading, and similar operations. It is agreed between the parties that for the orderly growth of this area and ease of access, it will be necessary to prohibit parking on the streets. Therefore, the purchaser agrees to provide off-street parking for employees, clients and visitors.

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Conveyance by a municipality exempt from fee and form.

FEE
 \$ 2.
 EXEMPT