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- DOCUMENT NO.

978571

WARRANTY DEED  
STATE OF WISCONSIN—FORM 10

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE  
OUTAGAMIE COUNTY, WI  
RECEIVED AND RECORDED ON

THIS INDENTURE, Made by the CITY OF APPLETON,

Wisconsin Municipal  
a/ Corporation duly organized and existing under and by virtue of the laws of  
the State of Wisconsin, grantor, of Outagamie

County, Wisconsin, hereby conveys and warrants to

INTEGRITY MUTUAL INSURANCE COMPANY, a  
Wisconsin Corporation, grantee,

of Outagamie County, Wisconsin, for the  
sum of \$1 and other good and valuable consideration

the following tract of land in Outagamie County,  
State of Wisconsin:

All of Lots Fourteen (14), Fifteen (15), Sixteen (16), and  
Seventeen (17), and all of Lot Thirteen (13), less the South  
one hundred fifty (150) feet thereof, in Block Five (5), in  
NORTHEAST INDUSTRIAL PARK PLAT NO. 2, City of Appleton,  
Outagamie County, Wisconsin.

Subject to deed restrictions attached, and:

1. Buyer is granted a variance from Section II of deed restrictions to permit construction of an office.
2. Buyer shall maintain the landscape buffer and berm located on the north and west sides of the subject property in substantially the same condition as presently exists, provided that subject to provisions of the Appleton Municipal Code the berm may be broken to permit installation of a driveway entrance to the property.

FEE 2  
EXEMPT

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

In Witness Whereof, the said grantor has caused these presents to be signed by Dorothy C. Johnson,  
its Mayor, ~~its President~~, and countersigned by Jadell K. Ferge, its City Clerk,  
~~its Secretary~~ at Appleton, Wisconsin, and its corporate seal to be hereunto affixed this  
11th day of April, A. D., 1990.

SIGNED AND SEALED IN PRESENCE OF

CITY OF APPLETON:

Dorothy C. Johnson Corporate Name  
Dorothy C. Johnson, Mayor President

COUNTERSIGNED:

Jadell K. Ferge  
Jadell K. Ferge, City Clerk Secretary

STATE OF WISCONSIN }  
OUTAGAMIE County, } ss.

Personally came before me, this 11th day of April, A. D., 1990,  
Dorothy C. Johnson, Mayor, ~~President~~, and Jadell K. Ferge, 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 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.

Sophie A. Kennedy  
Sophie A. Kennedy

THIS INSTRUMENT WAS DRAFTED BY

Greg J. Carman  
City Attorney  
Appleton, WI 54911



Notary Public, Outagamie County, Wis.  
My commission (expires) ~~is~~ 7-19-92

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the name of the grantor, grantee, witness and notary. Section 59.51A similarly requires that the name of the person who, or governmental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

8.  
12.00  
form

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DEED RESTRICTIONS

APPLICABLE TO ALL PROPERTIES SOLD IN  
NORTHEAST INDUSTRIAL PARK PLAT NO. 1 AND PLAT NO. 2

This conveyance is made subject to the following conditions, covenants and understandings which shall be binding upon the vendee, his heirs, successors or assigns:

I. Setbacks:

A. Front Yard: No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street or highway. In the case of corner lots both forty (40) feet setbacks will apply.

B. Side and Rear Yards: Minimum side and rear yards shall be twenty-five (25) feet, provided that adjacent property owners may mutually agree to jointly construct common wall structures thereby eliminating any setback between buildings.

C. County Highways: A fifty-five (55) foot building setback shall be observed along C.T.H. "00"

II. Land Use:

Uses in the Industrial Park shall be limited to manufacturing, warehousing or distribution activities, and administrative offices directly related thereto. Commercial and service uses shall not be permitted.

III. Construction and Materials:

Any building erected shall be of masonry construction or enameled steel or the equivalent thereof.

IV. Landscaping:

The front yard area of the site shall be graded, landscaped and planted with trees, shrubs, ground cover and appropriate natural landscaping materials. Landscaping shall relate to buildings and paved surfaces as to scale, massing, size, shape and color. At time of planting, vegetation shall be of sufficient size as to noticeably enhance the site (i.e. whips are inappropriate as primary landscaping elements). Existing trees shall be preserved whenever possible and may be substituted for part of the required landscaping. Plant material shall be of hardy quality, preferably native of Wisconsin. Weedy or short-lived trees such as Box Elder, Poplar, American Elm, or Willow shall not be acceptable. Vendee shall be responsible for maintenance of vegetation and replacement of any defective plant material.

V. Parking:

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All parking areas shall be paved. Parking shall be permitted within the minimum front yard setback area, however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. The purchaser agrees to provide off-street parking for employees, clients and visitors.

VI. Outdoor Storage:

No outside storage of any kind shall be permitted unless such stored material is visually screened from all streets with a suitable fence, vegetation, berm, or combination thereof. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within 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. Storage of fuel oil or other bulk fluids must be underground. Fences, walls or hedges may not be located closer than fifteen (15) feet to any property line.

VII. Approval of Plans:

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 vendee shall first submit its building plans, specifications, site and landscape plans and an elevation sketch of all improvements to be placed thereon to the Commercial and Industrial Development Committee for its written approval. In the event the Commercial and Industrial Development Committee or its assigns shall fail to approve or disapprove in writing such building plans, specifications, site and landscape plans and elevation sketch within thirty (30) days after they have been submitted to them, such approval will not be required and these restrictions will be deemed to have been complied with. The Commercial and Industrial Development Committee may assign this review of plans to the Department of Planning and Development.

VIII. Erection of a Structure:

Vendee accepts this conveyance on the express condition that:

- A. He/it will, within a period of time from the date hereof, to be negotiated at the time of purchase, erect a building or structure for such purpose or purposes as may be permitted, under the terms of these restrictions, the zoning ordinance and in accordance with the building code. In the event of the vendee's failure to perform this condition within the time specified, the vendor shall, within sixty (60) days

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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.

OR

B. He/it has an indefinite period of time from date thereof to erect a building or structure for such purpose or purposes as may be permitted under the applicable zoning ordinances and in accordance with building codes. If the vendee desires to sell before any building or structure has been erected, the vendor shall automatically be assigned an option for sixty (60) days to repurchase said property for an amount of money equal to the purchase price paid by the vendee, plus any special assessments.

IX. Reciprocal Switching:

The vendee shall agree to request what is known as "reciprocal switching" from the railroad spur line constructed on or across any property in the industrial park site.

X. Waiver of Notice:

All land sold before major assessable improvements are completed in the industrial park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

XI. Variances:

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these deed restrictions or any one or more of them where the circumstances, in its sole and exclusive judgment, justifies the granting of same.

XII. Enforcement:

In the event that the vendee fails to perform in accordance with these restrictions, the Common Council, upon recommendations of the Commercial and Industrial Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special assessment. The Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it, prior to taking any action to cure such violation.

XIII. Invalidation:

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The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said 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 thereafter.

DEEDRESTRA