



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Agenda - Final Community & Economic Development Committee

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Wednesday, July 12, 2017

4:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting

[17-1052](#) CEDC Minutes from 6-28-17

Attachments: [CEDC Minutes 6-28-17.pdf](#)

4. **Public Hearings/Apearances**
5. **Action Items**
6. **Information Items**

[17-1053](#) Repurchase rights waived for Tax Id #31-1-6510-52, Lot 2 of CSM 7369, in the Northeast Business Park, allowing the transfer from Fox Valley Investment Properties, LLC to Lightning Office, LLC and/or assigns; this waiver is not transferable, survivable, or assignable and the City's repurchase rights remain on this property

Attachments: [NEBP Lot 2 of CSM 7369 Waiver Memo.pdf](#)

[Signed Waiver NEBP Lot 2 of CSM 7369.pdf](#)

[CSM7369 \(Exhibit A of Waiver\).pdf](#)

[NEBP #2 Covenants.pdf](#)

7. **Adjournment**

*Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.*

*Any questions about items on this meeting are to be directed to Karen Harkness, Director, Community and Economic Development Department at 920-832-6468.*

*Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.*



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Minutes - Final Community & Economic Development Committee

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Wednesday, June 28, 2017

4:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

**Meeting called to order at 4:30 p.m.**

2. Roll call of membership

**Present:** 3 - Baranowski, Reed and Alderperson Baker

**Excused:** 2 - Coenen and Williams

*Others present:*

*Bob Mundt, Fox Cities Chamber of Commerce*

*Beth Pritzl, Fox Cities Regional Partnership*

3. Approval of minutes from previous meeting

[17-961](#)

CEDC Minutes from 6-14-17

**Attachments:** [CEDC Minutes 6-14-17.pdf](#)

**Reed moved, seconded by Alderperson Baker, that the Minutes be approved.**

**Roll Call. Motion carried by the following vote:**

**Aye:** 3 - Baranowski, Reed and Alderperson Baker

**Excused:** 2 - Coenen and Williams

4. Public Hearings/Appearances

5. Action Items

[17-962](#)

**\*\*CRITICAL TIMING\*\*** Request to approve the allocation of 2017 Community Development Block Grant funding as described in the attached memorandum

**Attachments:**     [Alloc Recs Memo to CEDC Final Award 06-28-17.pdf](#)  
                              [Alloc Recs Memo to CEDC 10-26-16 mtg.pdf](#)  
                              [2017 Revised CDBG Award Recommendations.pdf](#)  
                              [2017 Revised Executive Summary of CDBG Award Recommendations.pdf](#)

Reed moved, seconded by Alderperson Baker, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

**Aye:** 3 - Baranowski, Reed and Alderperson Baker

**Excused:** 2 - Coenen and Williams

[17-963](#)

Request to approve the remaining Economic Development Pledge for 2017 to the Fox Cities Regional Partnership

**Attachments:**     [Fox Cities Regional Partnership Sponsorship Opportunities Memo.pdf](#)  
                              [Funding Request From Fox Cities Regional Partnership.pdf](#)

Alderperson Baker moved, seconded by Reed, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

**Aye:** 3 - Baranowski, Reed and Alderperson Baker

**Excused:** 2 - Coenen and Williams

## **6. Information Items**

## **7. Adjournment**

Reed moved, seconded by Alderperson Baker, that the meeting be adjourned at 4:44 p.m. Roll Call. Motion carried by the following vote:

**Aye:** 3 - Baranowski, Reed and Alderperson Baker

**Excused:** 2 - Coenen and Williams



# MEMORANDUM

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TO: Community and Economic Development Committee

FROM: Mayor Timothy Hanna

DATE: June 30, 2017

RE: Waiver of Repurchase Rights for Tax Id #31-1-6510-52, Lot 2 of CSM 7369  
Located at the Southeast Corner of Evergreen Drive and Lightning Drive in the  
Northeast Business Park

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The City Attorney received an email request to waive the City's Deed Restrictions and Covenants related to repurchase rights from Fox Valley Investment Properties, LLC on June 27, 2017 for a close scheduled on June 30, 2017. This is Lot 2 of a larger parcel that was split via CSM 7369 and comprises 1.13 acres, located in the Northeast Business Park.

In 2005, Dr. John Gonis acquired the 7.73 acre site for \$347,850 (\$45,000/acre) with plans to construct a large upscale office building. It was his intent to construct a building with similar architecture as the Orthopedic & Sports Institute of the Fox Valley. In February of 2008, Dr. Gonis passed away before he was able to develop the property. Fox Valley Investment Properties, LLC purchased the land from the estate in 2009 for \$423,500 (\$54,787/acre).

Fox Valley Investment Properties, LLC asked the City to waive their right to repurchase allowing for the sale of Lot 2, comprising approximately 1.13 acres to Lightning Office, LLC for \$196,891 (\$174,240/acre). Time was of the essence as the scheduled closing date was June 30, 2017. The City Attorney reviewed the applicable Deed Restrictions and Covenants and determined the Mayor had authority to waive this repurchase right due to the cancellation of the Common Council meeting on July 5, 2017. Lightning Office, LLC has committed to beginning construction on a new 8,400 square foot office building on this site by mid to late August. **For the reasons listed above, I have signed the attached Waiver of Deed Restrictions to allow the sale in this case only.**

Additionally, within the Deed Restrictions and Covenants, Section #14, Subdivision of Lots: "After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee." The CSM dividing this lot was approved administratively and not taken to Committee and Council for approval. Procedures have been put in place to ensure CSM approvals within the business parks are reviewed against the Deed Restrictions and Covenants to prevent this in the future.

## Waiver of Deed Restrictions

Fox Valley Investment Properties, LLC, is the owner of 7.72 acres of property in the City of Appleton's Northeast Business Park Plat No. 2 and encompassing Lot One (1) and Lot Two (2) of Certified Survey Map No. 7369. The above-described property is subject to the Declaration of Covenants and Restrictions recorded in the Outagamie County Register of Deeds Office on November 9, 2001 as Document No. 1435667.

Fox Valley Investment Properties, LLC, now seeks to convey Lot Two (2) of Certified Survey Map No. 7369 to Lightning Office, LLC, for the purposes of the development and construction of an 8,400 square foot office building.

The City of Appleton releases Fox Valley Investment Properties, LLC, and their successors in interest from the provisions of the Restrictive Covenants in effect for said property and filed with the Outagamie County Register of Deeds dated November 9, 2001 as Document No. 1435667, regarding provision number 13 wherein it stated, "**Failure to Build:** In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed. **Resale of Vacant Land:** In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner."

Such release is for the purpose of the conveyance of Lot Two (2) Certified Survey Map No. 7369 from Fox Valley Investment Properties, LLC to Lightning Office, LLC.

This Waiver of Restriction applies solely to the parcel described on the attached Exhibit A.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

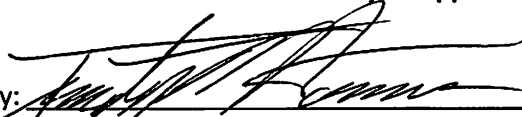
Record and return to:

City of Appleton – City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799

Tax Key No. 31-1-

Dated this 29 day of June, 2017.

City of Appleton, a Wisconsin Municipal Corporation

By:   
Timothy M. Hanna, Mayor

By:   
Kami Lynch, City Clerk

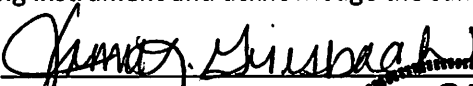
ACKNOWLEDGMENT

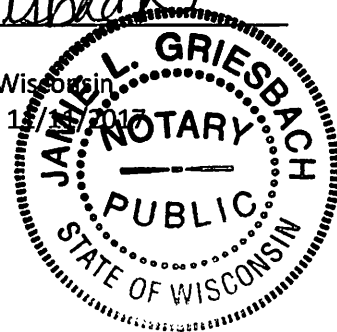
State of Wisconsin )  
                                  : ss.  
Outagamie County )

Personally came before me on this 29 day of June, 2017, the above named Timothy M. Hanna and Kami Lynch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

This instrument was drafted by:  
James P. Walsh, City Attorney

City Law: A17-0469

  
Jamie L. Griesbach  
Notary Public, State of Wisconsin  
My commission expires 12/15/2017



2106456

Recorded

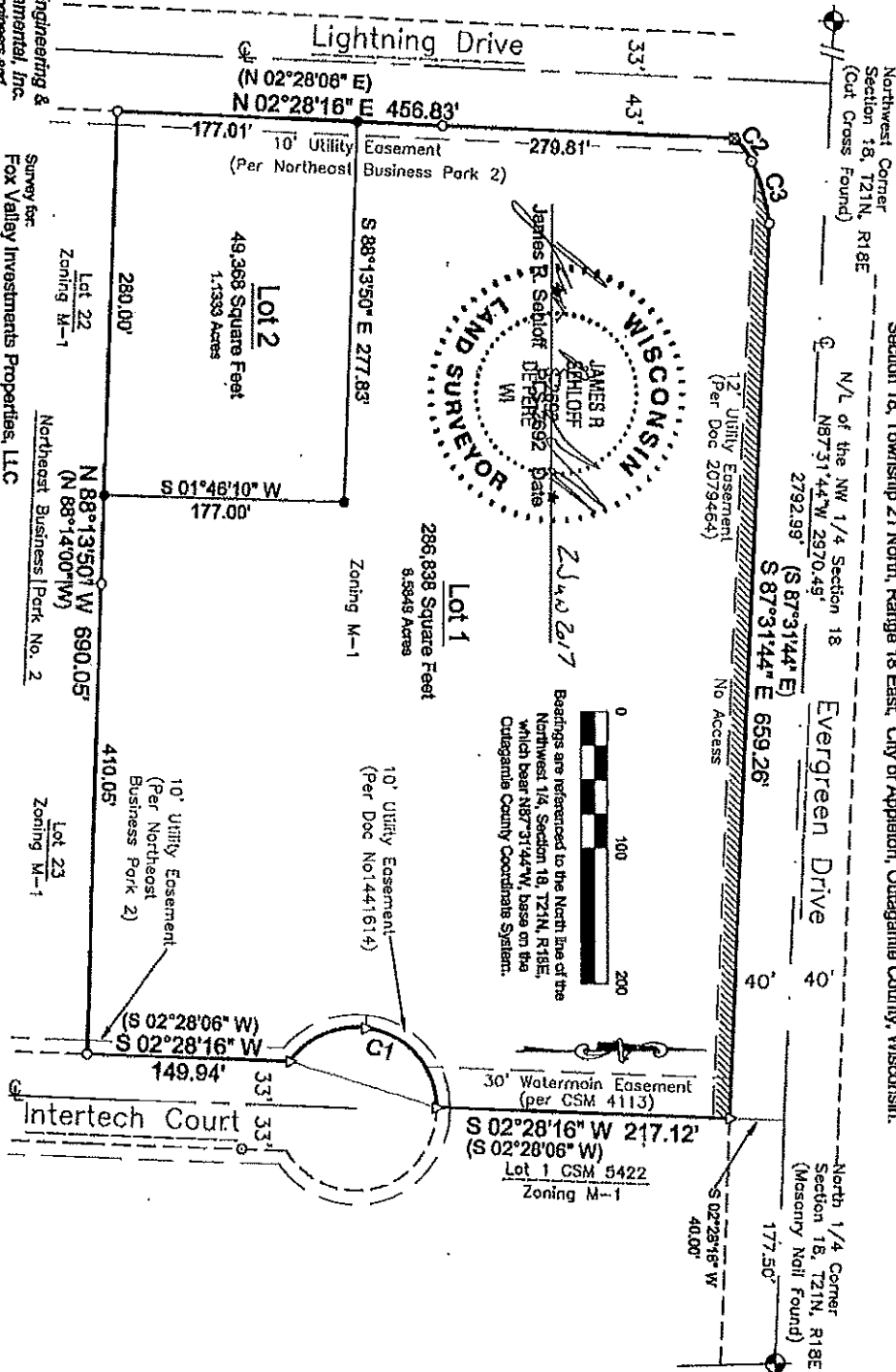
June 14, 2017 3:42 PM

OUTAGAMIE COUNTY  
SARAH R VAN CAMP  
REGISTER OF DEEDSFee Amount: \$30.00  
Total Pages: 3

Volume 44, Page 7369

## Certified Survey Map No. 7369

Part of the Lot 1, Certified Survey Map 5263, being part of Northeast 1/4 of the Northwest 1/4 of Section 18, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin.



**Davey Engineering & Environmental, Inc.**  
Civil Engineers and Land Surveyors  
1811 Racine Street  
Appleton, WI 54911  
Ph: 820-887-1058, Fax: 820-883-8586  
Jun 02, 2017 -- 12:16 PM J:\Projects\3007\3007.dwg (Carton)\3007.CSK.dwg

**Survey for:**  
Fox Valley Investments Properties, LLC  
200 E Washington Street  
Suite 2A  
Appleton, WI 54911

Drafted by: Jim  
Sheet: 1 of 3

**Stock No. 26273**

Certified Survey Map No. 7369

Part of the Lot 1, Certified Survey Map 5263, being part of Northeast 1/4 of the Northwest 1/4 of Section 18, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin.

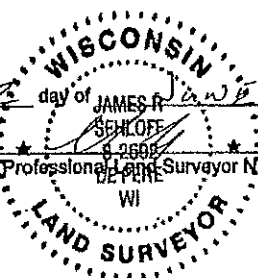
### Surveyor's Certificate

I, James R. Schloff, Professional land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Appleton, and under the direction of Fox Valley Investments Properties, LLC, the property owners of said land, I have surveyed divided and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in part of the Lot 1, Certified Survey Map 5263, being part of Northeast 1/4 of the Northwest 1/4 of Section 18, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 336,208 Square Feet (7.7182 Acres) of land described as follows:

Commencing at the North 1/4 corner of Section 18; thence along the North line of the Northwest 1/4 of said Section 18, N87°31'44"W, 177.50 feet; S02°28'16"W 40.00 feet to the South right of way line of Evergreen Drive said point also being the point of beginning; thence, along the Westerly line of Lot 1 CSM 5422, S02°28'16"W, 217.12 feet to the right of way of Interach Court; thence, along, said right of way, 150.55 feet along the arc of a curve to the left with a radius of 60.00 feet and a chord of 114.05 feet which bears S17°43'18"W; thence, along said right of way, S02°28'16"W, 149.94 feet to the Northeast Corner of Lot 23 Northeast Business Park No. 2; thence, along North line of Lot 22 and said Lot 23 Northeast Business Park No. 2, N88°13'50"W, 680.05 feet to the West right of way line of Lighting Drive; thence along said West right of way line, N02°28'16"E, 466.83 feet to said South right of way line of Evergreen Drive; thence along said South right of way line, 20.95 feet along the arc of a curve to the right with a radius of 48.50 feet and a chord of 20.79 feet which bears N52°07'51"E; thence, continuing along said South right of way line, 47.62 feet along the arc of a curve to the right with a radius of 148.50 feet and a chord of 47.42 feet which bears N73°41'43"E; thence S87°31'44"E, 659.26 feet to the point of beginning, subject to all easements, and restrictions of record.

Given under my hand this 2 day of JAMES D. JAMES, 2017

James R. Schloff, Wisconsin Professional Land Surveyor No. S-2692



### Owner's Certificate of Dedication


Fox Valley Investments Properties, LLC, a limited liability company duly organized and existing under and by virtue of the Laws of the State of Wisconsin, as the property owner, does hereby certify that we caused the land above described to be surveyed, divided and mapped all as shown and represented on this map.

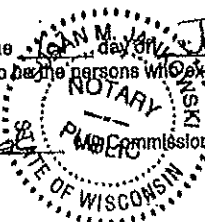
In the presence of: Fox Valley Investments Properties, LLC,

Managing Member 6-12-17  
Date

State of Wisconsin )  
Outagamie County) SS

Personally came before me on the 15th day of June, 2017, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Wisconsin  Expires 7-27-18







Stock No. 26273

# Certified Survey Map No. 7369

Part of the Lot 1, Certified Survey Map 5263, being part of Northeast 1/4 of the Northwest 1/4 of Section 18, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin.

## City of Appleton Approval Certificate

This certified survey map in the City of Appleton, Outagamie County, Fox Valley Investments Properties, LLC, the property owner, is hereby approved by the City of Appleton.

  
Timothy M. Hanna, Mayor


6/14/17  
Date

  
Kami Lynch, City Clerk

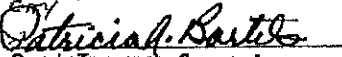
6/14/17  
Date

## Treasurers' Certificate

We, being the duly elected, qualified and acting Treasurers of the City of Appleton and Outagamie County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this certified survey map.

  
Anthony D. Murrain  
Town Treasurer

6/14/17  
Date

  
Patricia A. Bartels  
County Treasurer

6-14-17  
Date

*Asst. Dept. Treas.*

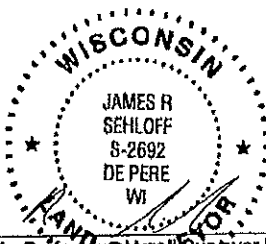
This Certified Survey Map is contained wholly within the property described in the following recorded instruments:

the property owners of record:  
Fox Valley Investments Properties, LLC

Recording Information:  
Doc No. 1857750

Parcel Number(s):  
311 651020

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	160.65'	60.00'	143°45'49"	S 17°43'18" W	114.05'
C2	20.95'	48.60'	24°44'52"	S 52°07'51" W	20.79'
C3	47.62'	148.50'	18°22'29"	S 73°41'43" W	47.42'



James R. Sehloff Professional Surveyor No. S-2692 Date 2 June 2017



# NORTHEAST BUSINESS PARK

QUALITY ATTRACTS QUALITY

## DECLARATION OF COVENANTS AND RESTRICTIONS

### APPLICABLE TO ALL PROPERTIES SOLD IN NORTHEAST BUSINESS PARK NO. 2

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

1. ***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. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. ***Side and Rear Yards:*** Minimum side and rear yards shall be twenty-five (25) feet.
- C. ***State Highways:*** A fifty (50) foot building setback shall be observed along U.S.H. 41 and U.S.H 441.

2. ***Land Use:***

- A. **Restrictions on Use.** The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:
  - 1. **Vocational and rehabilitation facilities (packaging type or light manufacturing [as defined below]; no retail:** businesses that employ disabled or handicapped individuals in a packaging or light manufacturing process.
  - 2. **Educational and training centers (up to 50,000 square feet):** centers used for employee or customer training, e.g., computer training (but excluding, for example, training to operate motor vehicles or heavy machinery). All training activities to be limited to the confines of the building.
  - 3. **Offices:** e.g., insurance claims, medical, legal and leased business offices and services.

4. Professional services: e.g., doctors', lawyers' and accountants' offices.
5. Printing: e.g., commercial printing facilities, newspaper presses.
6. Wholesale storage: interior storage of non-volatile goods, such as plumbing and electrical goods wholesalers, and household movers; no exterior/outdoor storage shall be permitted.
7. Industrial supply: interior storage of industrial materials such as plumbing and electrical supplies.
8. Light manufacturing and assembly: products produced or assembled manually or by a light industrial process by virtue of the use of light machinery; being conducted entirely within enclosed substantially constructed buildings; in which the open area around the building is not used for storage of raw materials or manufactured products, or for any other industrial purpose other than loading and unloading operations; and which are not noxious or offensive by reason of emission of smoke, dust, fumes, odors, noise, or vibrations beyond the confines of the building.
9. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted or special use;
10. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. ***Nuisance Factors and Hazards***

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire and explosion hazards.
- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.

4. ***Building Standards***

- A. Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. Buildings shall be designed by an Architect or Engineer. No side, elevation or facade of a building or structure shall be unexposed to public view; consequently, all

sides, elevations, or facades of all buildings and structures shall be visually pleasing and architecturally and aesthetically comparable with the surrounding environment.

- C. The Northeast Business Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- D. The majority of exterior and externally visible opaque surfaces shall be constructed of not more than three of the following types of materials (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms):
  - 1. Brick;
  - 2. Architectural precast concrete panels (surface finish to be painted, stained or exposed aggregate) for no more than 50% of the exterior of the building;
  - 3. Decorative concrete block (for no more than 50% of the exterior building wall area unless several different types and textures are used (split face, fluted, scored or striated ) to provide variety and relief;
  - 4. Cut stone;
  - 5. Exterior insulation and finish systems such as Drivit or Sunlar;
  - 6. Metal panels (permitted only for building expansion walls and with prior approval from the Community Development Committee);
  - 7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan Review Committee on a case-by-case basis.
- E. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- F. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- G. No loading dock shall face the street unless the site configuration is such that it is unavoidable. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the Economic Development Department. Sufficient visual screening shall be installed to screen truck loading and receiving areas from view from the street.

- H. Ancillary structures will be approved by the Community Development Committee. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. ***Landscaping Methods:*** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.
- C. ***Plant Material:*** Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
  2. Hardiness to the area;
  3. The ability to provide seasonal interest;
  4. Future maintenance considerations;
  5. Ability of plant material to accomplish its intended purpose in each placement.
- D. ***Time for Completion:*** All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. ***Maintenance:*** The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Department of Planning. Landscaped areas, materials, fixtures, and improvements shall be maintained by the

owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

6. ***Parking, Loading***

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards. All truck maneuvering must be confined within the boundaries of the property. All parking and loading 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.

7. ***Vehicle Access***

The lots adjacent to and abutting Evergreen Drive shall not be allowed vehicle ingress or egress to Evergreen Drive.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or screened, and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Site Plan Review Committee for review. Ground signs must be set back 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee. Pole signs are prohibited. Building signs must comply with the City Sign Code.

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
1. The removal of all litter, trash, refuse, and wastes;
  2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas;
  3. The maintenance of exterior lighting, signs, and mechanical facilities;
  4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
  5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations 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 owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

13. ***Repurchase Rights:***

**Failure to Build:** In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ratio of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to

the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

**Resale of Vacant Land:** In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense.

14. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee. The Community Development Committee may delegate this approval authority to the Economic Development Department. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

15. ***Waiver of Notice:***

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

16. ***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 covenants and restrictions, or any one or more of them, where the circumstances, in its sole and exclusive judgement, justifies the granting of same.

17. ***Enforcement:***

The Community Development Committee has the responsibility to ensure compliance with the covenants and restrictions through any and all lawful means. In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community 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 charge. The Common 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.

18. ***Invalidation:***

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

19. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.