

**STANDARD DEED RESTRICTIONS**  
**FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK**

1. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).

2. In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase, the City of Wausau (CITY) shall have the option of repurchasing the land at the original sale price, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property. "Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.

In the event GRANTEE elects to convey all or any portion of said land, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the original sale price, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.

The offer to CITY shall be by registered mail, return receipt requested, mailed to the City Clerk.

CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.

This repurchase restriction runs with the land as do all the restrictions contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.

4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and

regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.

5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action.

6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.

8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.

9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.

12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.

13. Before any outside area is used for storage, prior approval for such storage must be received, in writing, from CITY.

14. Before any outside area is used for storage parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.

15. On or within 60 days of \_\_\_\_\_, CITY and \_\_\_\_\_ and/or any grantees and/or successors in interest of \_\_\_\_\_ shall meet and review plans for unused property on the \_\_\_\_\_-acre site; and if it is mutually determined that some of the property will not be used for development by \_\_\_\_\_ and/or the then current owners, that CITY shall have the option to purchase back the unused property at \$ \_\_\_\_\_ per acre.

16. Prior to the construction of any buildings and improvements on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.

17. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.

18. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

19. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.