



CITY OF MANITOWOC
WISCONSIN, USA
www.manitowoc.org

February 15, 2024

To: Mayor and Common Council

From: Industrial Development Corporation

Subject: Re-Record the Existing Covenants for the Portion of the ITEC Industrial Park Lying east of Silver Creek.

Dear Mayor and Common Council:

At the February 14, 2024 meeting of the Manitowoc Industrial Development Corporation, the Corporation recommended to the Common Council the following action:

Instruct Staff to Finalize Drafting the Council Resolution and Re-Record the Covenants and Amendments at the Manitowoc County Register of Deeds Office.

Respectfully Submitted,
Paul Braun, City Planner

Attachments: Council Resolution
Original Covenant and Amendments

**DECLARATION TO RE-RECORD
PROTECTIVE COVENANTS**

Recording Area

Name and Return Address
Manitowoc City Plan Commission
900 Quay Street
Manitowoc, WI 54220

Parcel Identification Numbers (PIN)
447-001-040, 447-001-050, 447-001-090
447-001-070, 447-001-080, 447-005-
020, 447-002-030, 447-003-020, 447-
003-050, 447-003-061, 449-009-010,
449-004-060, 449-004-050, 449-004-
040, 447-004-010, 449-004-030, 447-
006-010, 449-006-020, 449-006-031,
449-006-030, 449-007-010, 827-403-
041, 834-102-010

CITY OF MANITOWOC, WISCONSIN

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this page of the document or may be placed on additional pages of the document.

DECLARATION TO RE-RECORD THE
MANITOWOC I-43 INDUSTRIAL PARK
PROTECTIVE COVENANTS

CITY OF MANITOWOC, WI

WHEREAS, the "Manitowoc I-43 Industrial Park Protective Covenants, February, 1990" (hereinafter referred to as the "Covenants") were originally recorded in the office of the Manitowoc County Register of Deeds on May 4, 1990 as Document No. 668256 in Volume 717 Page 574 and being amended on May 6, 2004 as Document No. 966511 in Volume 1981, Page 347 which was revised on May 18, 2004 as Document No. 967455 in Volume 1985 Page 608; and being amended on March 25, 2021 as Document No. 1233429 in Volume 3388, Page 748; and

WHEREAS, the Covenants were created to impose limitations and use restrictions upon lands comprising the Manitowoc I-43 Industrial Park in the City of Manitowoc (hereinafter referred to as the "Park"); and

WHEREAS, Wis. § 893.33(6) states that covenants shall not extend beyond 40 years after the date of recording said covenant instrument; and

WHEREAS, the City of Manitowoc wishes to re-record said covenants and subsequent amendments for an additional 40 years; and

IT IS HEREBY DECLARED by the Common Council and the Manitowoc Industrial Development Corporation of the City of Manitowoc, that the Manitowoc I-43 Protective Covenants and Amendments be re-recorded at the Manitowoc County Register of Deeds Office for property described in Exhibit "A".

CITY OF MANITOWOC

Justin M. Nickels, Mayor

Date

Mackenzie Reed, City Clerk

Date

STATE OF WISCONSIN)

)ss.

MANITOWOC COUNTY

Personally came before me this _____ day of _____, 2024, the above signed

Justin M. Nickels and Mackenzie Reed, to me known as the Mayor and City Clerk of the City of Manitowoc, WI, a Wisconsin Municipal Corporation, and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

Notary Public
Manitowoc County, WI
My Commission (expires)(is)_____

MANITOWOC INDUSTRIAL DEVELOPMENT CORPORATION

By: _____
Tim Boldt, President

Date

By: _____
Adam Tegen, Secretary

Date

STATE OF WISCONSIN)

)ss.

MANITOWOC COUNTY

Personally came before me this _____ day of _____, 2024, the above signed Tim Boldt and Adam Tegen, to me known who executed the foregoing instrument and to me known to be such President and Secretary of the Industrial Development Corporation of the City of Manitowoc, WI, a Wisconsin Municipal Corporation, and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

Notary Public
Manitowoc County, Wisconsin
My commission (expires)(is):

Drafted by: Paul Braun, City Planner

O:\Committees\IDC Indus Dev Corp\Covenants\I-43 Industrial Park\Re-Record Covenants East of Silver Creek.doc

~~574~~

~~668256~~

~~RECEIVED FOR RECORD
VOL. 717 PAGE 574
1990 MAR 24 PM 1:17
COUNTY OF MILWAUKEE
REGISTER OF DEEDS~~

MANITOWOC I-43 INDUSTRIAL PARK

PROTECTIVE COVENANTS

FEBRUARY, 1990

old id vol. 919 Rec. Pg. 133

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I. GENERAL PURPOSE

The Manitowoc I-43 Industrial Park (hereinafter referred to as the "Park") is a planned development owned by the City of Manitowoc (hereinafter referred to as the "City"), and managed by the Industrial Development Corporation of City of Manitowoc (hereinafter referred to as the "Corporation"). The City intends to keep development desirable, uniform, suitable in architectural design, and limited to uses specified herein to insure a high quality environment for the growth and expansion of business and industry in the Park.

The City, as owner of the real property designated as the Park and legally described in Attachment "A", hereby makes the following declaration of limitations and restrictions on said real property and hereby specifies that such declarations shall constitute covenants applied to the land and subsequent development, and which shall bind all parties obtaining interest in said property and their successors.

II. LAND SALE, RESALE, AND MINIMUM DEVELOPMENT CONDITIONS

A. Land Sale and Resale Conditions

Each and every parcel of land in the Park shall be subject to the following conditions:

- (1) Persons or entities which purchase land in the Park (hereinafter referred to as the "Owner"), shall within 18 months of the date of lot purchase, commence construction of a facility or facilities which occupy a minimum of 5,000 square feet of building per acre purchased, and shall have the same ready for occupancy within 24 months of the date of purchase of said lot.
- (2) In the event an Owner fails to commence construction as required in (1) or if the Owner fails to have the facility ready for occupancy within 24 months of the date of purchase, the City shall have the option of repurchasing the land at the price per acre paid for by the Owner, less any unpaid real estate taxes, including proration of current year's real estate taxes to date of purchase, and free and clear of any other liens and encumbrances on the property.

Such option shall be exercisable upon delivery of a written notice to the Owner within 90 days after expiration of the 18-month period or the 24-month period. Repurchase of the property shall take place within 45 days following the exercise of such option on such date as shall be designated by the City. In addition, the City shall deduct from its repurchase price an amount equal to the following:

Original Sale Price of Land x Current Prime Rate of Interest x Number of Days From Date of Purchase

365 days

- (3) In the event an Owner elects to sell any portion of land which is not being used in connection with the business of the Owner, or which the Owner desires to sell, separate and distinct from any sale of the business, the same shall first be offered for sale to the City in writing and filed with the Office of the City Clerk, and the City shall have the option of repurchasing the land at the price per acre paid for by the Owner, free and clear of all encumbrances.
- (4) The City shall have 45 days from receipt of the Owner's written notice of intent to sell, to exercise the option under (3) unless an extension of time is mutually agreed upon and set forth in writing. Acceptance of the option shall be a resolution adopted by the Common Council. If the option is exercised, conveyance to the City shall be by warranty deed, free and clear of all liens and encumbrances.
- (5) If the City does not exercise its option under (3), then the Owner may sell said lands to any person, partnership or corporation, and the City shall have no further interest therein except as to the other restrictions contained in these Protective Covenants.

B. Minimum Size Industrial Sites

Each and every parcel of land sold, transferred, combined or resubdivided within the Park shall not result in parcels which are less than one (1) acre in area, and which have a lot frontage less than 150 feet.

III. RIGHT OF FIRST REFUSAL/OPTION POLICY

The Corporation shall have the exclusive right to grant Rights of First Refusal and Land Options related to the Park, on such terms and conditions as the Corporation may elect to offer.

IV. LAND USE REGULATIONS

Said property, or any portion thereof, shall be occupied and used only for light manufacturing and production, fabrication, packaging and assembly of goods, warehousing, and distribution activities; offices directly related to the principal permitted use of the property; as well as scientific, research, laboratory and testing facilities involved in light manufacturing. Commercial and service uses of a consumer nature shall not be permitted.

A. Use Regulations

All uses permitted in the I-1, Light Industrial District of the City shall be permitted, except that the following uses are expressly prohibited:

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- (1) Uses permitted in the B-3, General Business District.
- (2) Uses permitted in the C-1, Commercial District except that awning and siding manufacturing and sales; printing, publishing and distribution; rental agencies for semi-trailers, trucks, and heavy equipment; wholesale sales; and water conditioning manufacturers shall be permitted.
- (3) Bag cleaning; airports; construction materials and equipment sales; die casting foundry; dry goods at retail; dwelling units; house moving, shoring or underpinning establishments; kennels; loft buildings; motor vehicle service shops, including body repair, automobile painting, radiator and engine repair; paint shops; race courses of all types; bulk storage; storage yards; repair shops; television and radio towers; and tractor and tractor accessory sale, service and repair.
- (4) Uses permitted in the I-2, Heavy Industry District or such uses which are deemed similar to such permitted uses.

B. Interpretation of Provisions

In cases where it is unclear if a proposed use is permitted or prohibited, or where uncertainty exists as to the meaning or application of any part of these Protective Covenants, an interpretation shall be made by the Director of Building Inspections and the Corporation.

C. Minimum Setback/Building Regulations

All structures and buildings constructed within the Park shall conform to the following minimum setback regulations:

- (1) Front yard: Minimum of 25 feet which can be used only for landscape treatment, walks, identification sign, flagpoles, and driveways perpendicular or nearly so to the front lot line. The setback area shall be entirely graded, and seeded or sodded between side lot lines, and from the road shoulder to the building face in a manner that will produce an acceptable lawn.

Parking or storage of vehicles, materials, products or equipment shall be prohibited within this setback area.

- (2) Street Side Yard: Minimum of 25 feet which can be used only for landscape treatment, walks, identification sign, flagpoles, and driveways perpendicular or nearly so to the street side lot line. The setback area shall be entirely graded, and seeded or sodded.

- (3) Interior Side Yard: Minimum of 10 feet with a minimum of five (5) feet of the required yard adjacent to the interior side lot line landscaped with grass, trees, and/or shrubs.
- (4) Rear Yard: Minimum of 25 feet. Those lots abutting a residential zoning district shall have a 50 foot rear yard setback.
- (5) Maximum building coverage: Buildings shall not cover more than 60% of the gross area of the parcel upon which such building(s) are situated.
- (6) No building or structure (except chimneys or architectural features) shall exceed 50 feet in height.

D. Landscaping/Open Space

- (1) All areas not used for building, storage, parking, walks, access roads, and loading shall be suitably graded and drained, seeded or sodded, and maintained in grass.
- (2) At least 10% of each parcel shall be put into landscape treatment which shall consist of shrubs, trees, flowers, and other decorative materials, to the satisfaction of the City Planning Department.
- (3) Landscaping shall be completed within 12 months of the issuance of a certificate of occupancy, in accordance with the approved site plan.
- (4) All landscaped and open space areas shall be continually maintained in accordance with the approved site plan. It is the responsibility of the Owner to ensure that the premises are maintained properly.

E. Maintenance

Each Owner shall keep their property in a well maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the:

- (1) Removal of noxious weeds, rubbish and debris.
- (2) Mowing and maintenance of all lawn areas to a height of less than five (5) inches. Those designated and approved unused lot areas shall be cut a minimum of three (3) times per year, or maintained as an agricultural crop subject to approval of the City Planning Department.
- (3) Maintenance of landscape areas in a healthy and attractive condition.
- (4) Care and pruning of trees and shrubbery outside of easements within property boundaries.

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- (5) Maintenance of exterior lighting, signs, and mechanical facilities in working order.
- (6) Keeping of all exterior building surfaces in a clean, well maintained condition.
- (7) Snow and ice removal.

F. Utility Easements

All Owners of said lands shall cooperate with the City in the planning and granting, at no cost to the City, of all necessary and reasonable utility/drainage easements, and shall grant such easements provided they do not unduly restrict future development. No building or structure will be constructed over a utility/drainage easement.

Each Owner shall be responsible for required maintenance within identified easements on their properties. The City will retain control and management of retention ponds developed as part of the Park drainage system.

G. Performance Standards

(1) Noise

The sound level recurrently generated from any property in the Park shall not exceed 70 decibels at any zoning district boundary line.

(2) Air Contaminants

No smoke, soot, flyash, dust, cinders, dirt, noxious or obnoxious acids, fumes, vapors, odors, toxic or radioactive substance, waste or particulate, solid, liquid or gaseous matter shall be introduced into the outdoor atmosphere alone or in any combination, in such quantities and of such duration that they would interfere with the safe and comfortable enjoyment of life or property or any use permitted in this Park, or adjacent zoning districts.

The limits on emission for particular contaminants shall be determined and enforced as provided for under the Wisconsin DNR Administrative Code NR 154.02, and 14.51 of the Manitowoc Municipal Code.

(3) Liquid and Solid Waste

Any disposal of wastes on the property shall be done in such a manner that it will conform to the regulations of this section. No wastes shall be discharged into a storm sewer or roadside ditch or drainage area, except clear and unpolluted water. All liquid waste disposal shall be in conformance with the Wisconsin Division of Health Administrative Code Chapter 62, Wisconsin DNR Administrative Code NR 125.01, and Chapter 17 of the Manitowoc Municipal Code.

(4) Electrical Emission

There shall be no electrical emission beyond the property line which would adversely affect any other use. Any activity causing or resulting in electro-mechanical or electro-magnetic disturbance or radiation, shall require a written application to, and the approval by the Corporation and the City.

(5) Glare and Heat

There shall be no reflection or radiation, directly or indirectly, of glare or heat beyond the boundary of this Park under any conditions, nor beyond the property line if it would adversely affect any other use within the Park. The Wisconsin, Division of Health Administrative Code Chapter 57 shall be enforced.

(6) Vibration

There shall be no operation or activity which would cause ground transmitted vibrations in excess of the limits set forth below beyond the boundary of this Park under any conditions, nor beyond the property line if it would adversely affect any other use within the Park.

| <u>Frequency</u> <u>Cycles Per Second</u> | <u>Maximum Permitted Displacement</u> <u>Along Subdivision Boundaries (in inches)</u> |
|--|--|
| 0 to 10 | .0008 |
| 10 to 20 | .0005 |
| 20 to 30 | .0002 |
| 30 to 40 | .0002 |
| 40 and over | .0001 |

H. Site Storm Drainage

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

V. SITE PLAN APPROVAL

No building permits for development within the Park shall be obtained from the Department of Building Inspections without first having a site plan submitted to and reviewed by the City, and approved by the Corporation in accordance with 15.37(2) of the Manitowoc Municipal Code.

In addition to the requirements of 15.37(2), the following shall be submitted in order to satisfy site plan submittal requirements:

- (1) Building elevations which identify and show that construction and finish materials requirements have been met.

- (2) Fence elevations, plans or other relevant information showing how stored materials (indicate type and quantity) will be screened.
- (3) A sketch of all proposed signs, indicating their size, location, height above ground level, materials to be used, sign information, and lighting characteristics.
- (4) Location and description of planting materials to be installed, and accompanying planting schedule identifying landscaping to be installed within 12 months after date of occupancy.

In the event the Corporation fails to approve or disapprove a site plan within 30 days after submittal to the City, such approval will not be required, and the site plan will be deemed to have been in compliance with this covenant.

VI. ARCHITECTURAL AND DESIGN CONTROLS

A. Buildings

For parcels located east of Dufek Drive, at least 30% of each exterior wall is to be faced with brick, decorative masonry, natural stone, architectural metal, concrete panels, glass curtain walls, or equivalent finish material. For all other parcels in the Park, at least 30% of the exterior wall area fronting on a public right-of-way shall be faced with brick, decorative masonry, natural stone, architectural metal, concrete panels, glass curtain walls, or equivalent finish material. Standard cinder block, concrete block, painted concrete or prefabricated sheet metal shall not be considered appropriate finish materials. A suitable amount of metal or other trim materials will be allowed as approved in the site plan. Exterior walls not facing public right-of-ways must be coated with a colored finish representing at least 25% of the exterior wall area, and which is a contrasting color to the predominant color on said exterior wall.

B. Non-Building Site Elements

All operations shall be carried on within fully enclosed buildings and no outside activities shall be carried on, except storage of materials used in or resulting from an on-site manufacturing operation, and the parking, loading or unloading of vehicles.

Barbed wire in any form is specifically prohibited unless a demonstrated need for security is evident, upon which written approval shall be obtained from the Corporation.

All storage areas must be located in a rear or side yard area not fronting on a public right-of-way. Storage areas are to be sight screened a maximum of eight (8) feet in height, as approved by the City Planning Department. Such areas shall be maintained to present a clean appearance at all times.

Storage of wood or combustible materials, including pallets or skids, must be on a hard surface and enclosed in a sight screen at least 20 feet from any structure, building or property line.

C. Off-Street Parking and Loading

- (1) The number, size, dimension and layout of parking areas, including identification and location of handicap parking, shall be provided for all off-street parking areas, and approved as part of the site plan.

Off-street parking shall be provided in accordance with 15.43 of the Manitowoc Municipal Code. In addition, one (1) parking space for each truck or vehicle stored or kept on the property shall be provided.

There shall be no on-street parking or loading permitted on any publicly owned right-of-way located in the Park.

- (2) Off-street loading shall be permitted in any required yard, except the front yard and the front one-third of the building located in the street side yard. Loading shall not be permitted in the rear yard of lots located east of Dufek Drive. Off-street loading shall be provided in accordance with 15.43(10) of the Manitowoc Municipal Code.

D. Signs

All Owners are permitted one (1) wall sign and one (1) free standing ground sign, which may identify more than one (1) occupancy. Sign information is limited to company name, address, logo and identification of its chief product(s).

Ground and wall signs shall, at minimum, maintain at least a 1.5:1 length to height ratio, and shall not exceed 150 square feet in area on lots with less than 200 feet of frontage, and shall not exceed 300 square feet in area on lots with 200 or more feet of frontage. Ground signs must include a landscaped setting of ornamental shrubs, flowers, groundcover, decorative materials, and the like, in an area equal to a minimum of two (2) times the area of the sign. The landscape area must be set back a minimum of 15 feet from street right-of-ways.

For lots located east of Dufek Drive, a second ground or wall sign will be permitted in the rear yard area directly adjacent to I-43. The maximum size of this sign shall be 200 square feet, and shall be located not closer than the rear yard setback line.

Sign lighting, if desired, must be ground-mounted, and hidden from view from the street. Signs may be internally illuminated.

Directional signs shall be a post and panel system, and shall be permitted in addition to allowed identification signs, for such purposes as "in", "out", "visitor parking", "employee parking", and the like.

Signs painted on walls, off-premise signs, projecting signs, and movable signs shall not be permitted. No roof-mounted billboards, or signs projecting above the top of the highest exterior wall will be permitted.

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All lettering on the building must be smaller in height than 20% of the wall height, and all of the combined graphics shall not be longer than 50% of the wall length.

No moving, animated or flashing light signs shall be permitted within the Park.

E. Utilities

All service-related utilities (excluding necessary utility pods) shall be placed underground. No one shall in any way disturb the functioning of overhead or underground utilities in the Park, without the written permission of the Corporation and Manitowoc Public Utilities. Overhead facilities may be extended with approval of the Corporation and the Manitowoc Public Utilities.

VII. AUTHORITY

By its adoption and approval of these Protective Covenants, the Common Council of the City of Manitowoc hereby authorizes the Corporation to exercise the powers and duties prescribed herein to be exercised by the Corporation. This authority shall continue until specifically amended or withdrawn by the Common Council.

VIII. ENFORCEMENT

The enforcement of these Protective Covenants shall be by proceeding at law or in equity against any Owner(s) violating or attempting to violate any covenants, either to restrain violation or recover damages.

Invalidation of any of the conditions, covenants or restrictions contained herein, or the failure to enforce any of these at the time of a violation, shall in no way affect any of the other conditions, covenants or restrictions, nor be deemed a waiver of the right to enforce the same thereafter.

If any Owner has failed in any of the foregoing duties or responsibilities, then the City may give such Owner written notice of such failure, and such owner must within 10 working days after receiving such notice, rectify the problem.

Should any Owner fail to fulfill this duty and responsibility within such period, then the City, through its authorized agent, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry or trespass. The Owner for which such work is performed shall promptly reimburse the City for such cost. If such Owner shall fail to reimburse the City within 30 days after receipt of a statement for such work, then said indebtedness shall be assessed against the lot Owner's annual real estate tax bill.

IX. VARIANCES

Notwithstanding anything herein contained to the contrary, the Corporation expressly reserves the right to authorize variances from the strict application of these Protective Covenants, where owing to special conditions, a literal enforcement of the provisions of these covenants will result in practical difficulty or unnecessary hardship, so that the spirit of the covenants will be observed and substantial justice done. Any variances hereunder shall be in writing.

X. AMENDMENT AND OWNERSHIP

These Protective Covenants may be changed, modified or amended at any time, in whole or in part, by a majority of Owners in the Park, together with the approval of the Corporation and the City. For the purposes of determining the vote of the Owners in the Park, each Owner of land in the Park, other than the Corporation or City, shall be entitled to one vote regardless of the amount of land owned.

In cases where a parcel of land is under the ownership of more than one (1) party, the record Owner(s) shall be entitled to only one (1) vote. The vote of any Owner shall be evidenced by the signature of an authorized representative of that Owner, which need not be acknowledged or notarized.

These Protective Covenants may be modified and amended only upon the recording of an instrument in the office of the Manitowoc County Register of Deeds.

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MANITOWOC I-43 INDUSTRIAL PARK - LEGAL DESCRIPTION

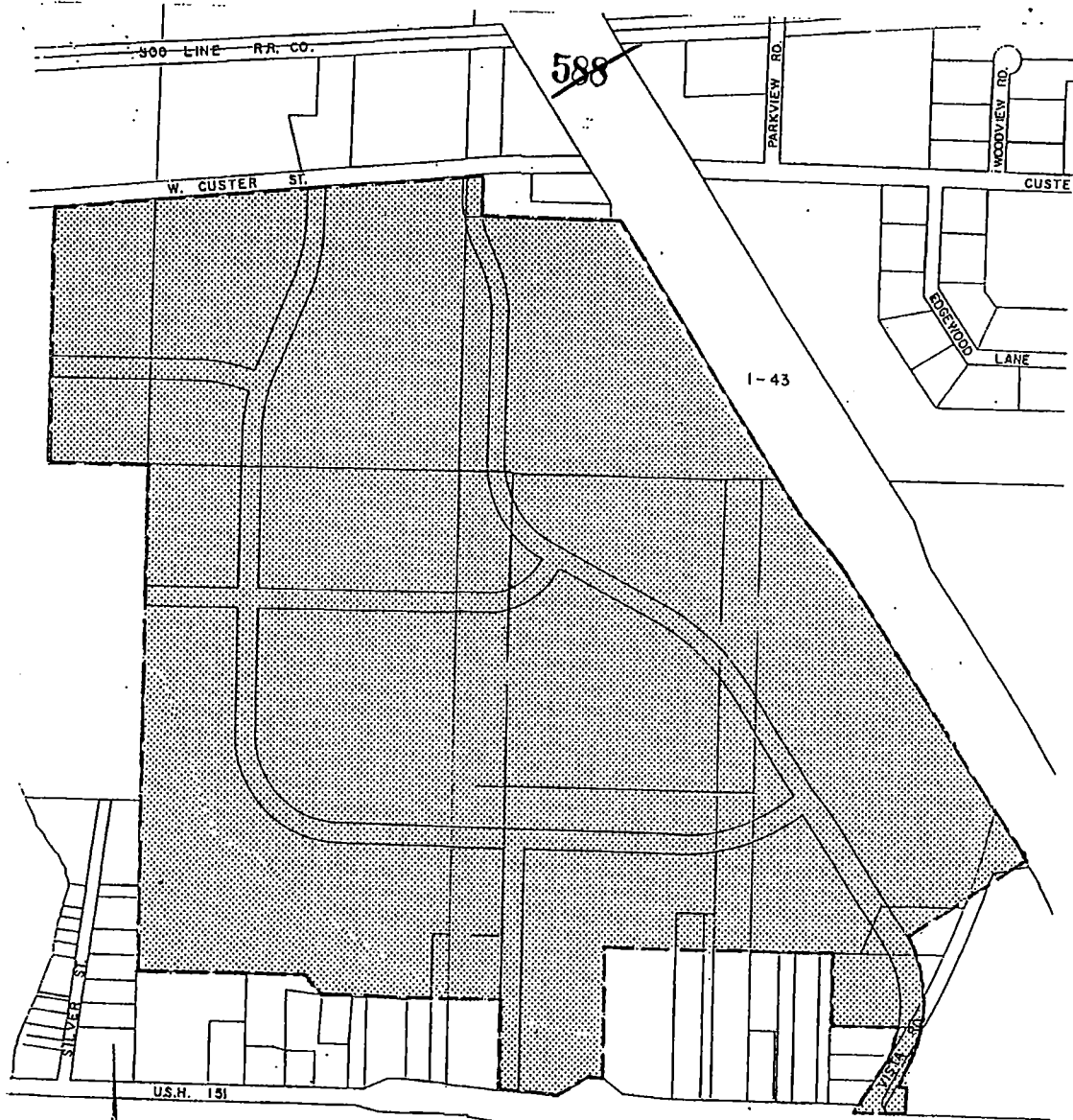
A parcel of land located in the Southwest 1/4 of Section 26, and the South 1/2 of Section 27, and the Northeast 1/4 of Section 34, and the Northwest 1/4 of Section 35, Township 19 North, Range 23 East, Town of Manitowoc Rapids, Manitowoc County, Wisconsin and City of Manitowoc, Manitowoc County, Wisconsin more particularly described as follows:


Commencing at the West quarter corner of said Section 35, thence N. 88° 04' 58" E. along said quarter section line of Section 35 a distance of 419.67 feet to the west line extended of Dufek Drive and the point of real beginning; thence N. 27° 19' 50" E. along said west right-of-way line and city limits line, a distance of 308.88 feet; thence northwesterly along a curve to the left (I=15° 47' 10", R=464.03', LCB= N. 19° 26' 14" E.) a distance of 127.85 feet; thence S. 88° 04' 58" W. a distance of 267.74 feet; thence N. 01° 45' 42" W. a distance of 271.1 feet; thence S. 88° 11' 10" W. a distance of 562.7 feet; thence N. 01° 45' 42" W. a distance of 132.7 feet; thence S. 88° 11' 10" W. a distance of 115.5 feet; thence S. 01° 45' 42" E. a distance of 132.7 feet; thence S. 88° 11' 10" W. a distance of 319.38 feet; thence S. 01° 45' 42" E. a distance of 539.28 feet to the north right-of-way line of a frontage road; thence westerly along a curve to the left (I=0° 11' 49", R=8754.37', LCB=S. 85° 33' 54" E.) a distance of 30.10 feet; thence S. 49° 01' 24" W. a distance of 143.17 feet; thence S. 88° 10' 39" W. a distance of 40.66 feet; thence westerly along a curve to the left (I=01° 39', R=8694.37', LCB=N. 87° 25' 22" W.) a distance of 249.08 feet; thence N. 01° 26' 24" W. a distance of 354.32 feet; thence S. 88° 11' 10" W. a distance of 446.68 feet; thence N. 88° 16' 50" W. a distance of 350.74 feet; thence N. 54° 16' 58" W. a distance of 111.97 feet; thence S. 88° 11' 10" W. a distance of 685.64 feet to the west line of the Northeast 1/4 of Section 34; thence N. 01° 07' 10" W. along the west line of the Northeast 1/4 of Section 34 a distance of 2144.11 feet to the south line of Section 27, Township 19 North, Range 23 East; thence S. 88° 22' W. along the south line of said Section 27 a distance of 439.89 feet; thence N. 01° 39' 15" W. a distance of 1145.61 feet to the centerline of West Custer Street; thence N. 81° 31' W. along the centerline of West Custer Street a distance of 1185.32 feet; thence N. 84° 19' E. a distance of 526.42 feet; thence N. 88° 37' E. a distance of 124.0 feet; thence S. 01° 29' 10" E. a distance of 206.07 feet; thence N. 88° 37' E. a distance of 563.32 feet to the west right-of-way line of I-43; thence S. 35° 56' 58" E. along said right-of-way line a distance of 1531.48 feet; thence S. 41° 39' 36" E. a distance of 301.50 feet; thence S. 35° 56' 58"

E. a distance of 1286.56 feet; thence S. 31° 32' 28" E. a distance of 148.0 feet; thence S. 54° 03' 02" W. a distance of 588.26 feet to the east line of Dufek Drive; thence southerly along the the east line of Dufek Drive on a 574.03 foot radius curve to the left a distance of 521.64 feet more or less; thence S. 27° 19' 50" W. a distance of 247.34 feet to the south line of the Northwest 1/4 of Section 35; thence S. 88° 04' 58" W. along the south line of the Northwest 1/4 of Section 35 a distance of 126.08 feet more or less to the west line extended of Dufek Drive and the point of real beginning.

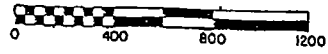
Said parcel contains 245.43 acres more or less.

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 = AREA UNDER PROTECTIVE COVENANTS

APRIL 1990
 MANITOWOC CITY PLAN COMMISSION
 SCALE IN FEET



CERTIFICATE

STATE OF WISCONSIN)
(SS.
CITY OF MANITOWOC)

I, June E. Fetzer, City Clerk of and for the City of Manitowoc of the State of Wisconsin, do hereby certify that the attached Protective Covenants dated February, 1990, of the Manitowoc I-43 Industrial Park unanimously recommended for Council approval by the Manitowoc Industrial Development Corporation on February 1, 1990 and by the City Plan Commission on March 21, 1990, are the original Protective Covenants unanimously accepted by the Common Council of the City of Manitowoc, Wisconsin, at a meeting held on Monday, April 16, 1990.

WITNESS MY HAND and seal this 25th day of April, 1990.



June E. Fetzer
City Clerk June E. Fetzer

~~966511~~

Declaration of Amendment No. 1 to
Manitowoc I-43 Industrial Park
Protective Covenants

Document Number

Document Title



VOL ~~1981~~

PG ~~847~~

STATE OF WI - MTWC CO
PRESTON JONES REG/DEEDS
RECEIVED FOR RECORD
~~08/06/2004 12:21:42 PM~~

Recording Area ~~\$25 CK~~

Name and Return Address

City Of Manitowoc
Attn.: David Less
900 Quay Street
Manitowoc WI 54220

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96



DECLARATION OF AMENDMENT NO. 1 TO
MANITOWOC I-43 INDUSTRIAL PARK
PROTECTIVE COVENANTS

CITY OF MANITOWOC, WI

WHEREAS, the "Manitowoc I-43 Industrial Park Protective Covenants, February, 1990" (hereinafter referred to as the "Covenants") were originally recorded in the office of the Manitowoc County Register of Deeds on May 4, 1990 as Document No. 668256 in Volume 717 of Ordinances beginning at Page 574; and

WHEREAS, the Covenants were created to impose limitations and use restrictions upon lands comprising the Manitowoc I-43 Industrial Park in the City of Manitowoc (hereinafter referred to as the "Park"); and

WHEREAS, said Covenants cover the geographic area which is legally described beginning on page 586 of the recorded Covenants; and

WHEREAS, the City of Manitowoc (hereinafter referred to as the "City") desires to sell Lot 1, Block 1 of the Manitowoc I-43 Industrial Park Subdivision No. 1 (hereinafter referred to as the "Property") which is covered by the Covenants to Menard, Inc. for the development of a warehouse facility and expansion of the company's outdoor and bulk storage area which are land uses prohibited under Section IV. A. of the Covenants; and

WHEREAS, the undersigned are seeking to amend the Covenants to remove the Property from the area covered by the Covenants, and to allow the proposed land use upon the Property; and

WHEREAS, the undersigned further desire to expand the coverage of the Covenants to include a portion of the land recently purchased by the City for the future expansion of the Park; and

WHEREAS, Section X of the Covenants provides that the Covenants may be changed, modified or amended by approval of the Common Council of the City, and the Manitowoc Industrial Development Corporation, together with a majority of grantees or land owners in the Park, as evidenced by written declaration signed by the parties and recorded in the office of the Manitowoc County Register of Deeds; and

WHEREAS, at the date of this Amendment No. 1, the grantees or land owners of record in the Park are as follows:

1. Greystone Realty, LLC, a Wisconsin Limited Liability Company
2. Apex Leasing, a Wisconsin General Partnership
3. Jagemann Stamping Company, a Wisconsin Corporation
4. Foster Limited Liability Company, a Wisconsin Limited Liability Company
5. Manitowoc Public Utilities



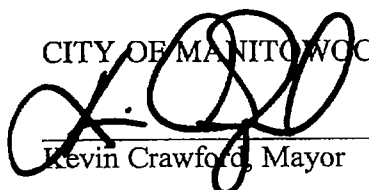
- 6. Parker-Hannifan Corporation, an Ohio Corporation
- 7. Northern Labs, Inc., a Delaware Corporation
- 8. THT Enterprises, LLC, a Wisconsin Limited Liability Company
- 9. City of Manitowoc

and that a majority of grantees or land owners in the Park is herein defined as approval of the Common Council of the City and the Manitowoc Industrial Development Corporation, plus at least four (4) of the above referenced non-City owners of record; and

WHEREAS, the undersigned desire to amend the Covenants;

IT IS HEREBY DECLARED by the Common Council of the City, the Manitowoc Industrial Development Corporation, and the undersigned owners of land in the Park, that the Covenants be amended as follows:

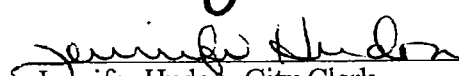
- 1. Section XI. of the Covenants entitled "ATTACHMENT 'A' - LEGAL DESCRIPTION be repealed and recreated as depicted and described in Exhibit "A" which is attached hereto and incorporated herein by reference.
- 2. This Amendment No. 1 shall be effective and binding as of the date of recordation.
- 3. In all other respects, the original terms and conditions of the Covenants shall remain in full force and effect.

CITY OF MANITOWOC


 Kevin Crawford, Mayor

9-15-03

 Date



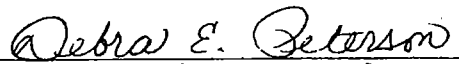
 Jennifer Hudon, City Clerk

9/15/03

 Date

STATE OF WISCONSIN)
)ss.
 MANITOWOC COUNTY

Personally came before me this 15th day of September, 2003, the above signed Kevin Crawford and Jennifer Hudon, to me known as the Mayor and City Clerk of the City of Manitowoc, WI, a Wisconsin Municipal Corporation, and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.



 Notary Public Debra E. Peterson
 Manitowoc County, WI
 My Commission (expires)(is) 6/30/2004

MANITOWOC INDUSTRIAL DEVELOPMENT CORPORATION

By: James Hamann
James Hamann, President
By: David Less
David Less, Secretary

Date: 9/16/03
Date: 9/16/03

STATE OF WISCONSIN)
)ss.
MANITOWOC COUNTY

Personally came before me this 16th day of September, 2003, the above signed James Hamann and David Less, to me known who executed the foregoing instrument and to me known to be such President and Secretary of the Industrial Development Corporation of the City of Manitowoc, WI, a Wisconsin Municipal Corporation, and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

Janet K. Zanker
Notary Public
Manitowoc County, Wisconsin
My commission (expires)(is):
2/20/05

GRANTEES

The Undersigned owners of real estate in the Manitowoc I-43 Industrial Park hereby declare their consent to the amendment contained herein:

- | <u>Owner</u> | <u>Parcel(s) Owned</u> |
|---|---|
| 1. Greystone Realty, LLC | Lots 4, 5 and 6, Block 2, Manitowoc I-43 Industrial Park Subdivision No. 1, and Lots 1, 2 and 3, Block 2, Manitowoc I-43 Industrial Park Subdivision No. 2. |
| Tax Identification Nos. 447-002-030; 447-002-040; 447-002-050 and 447-002-060 | |

By: Richard W. Robinson
Richard W. Robinson, Member

Date: 16 SEPT 03



2. Apex Leasing, a Wisconsin
General Partnership

Lots 6 and 7, Block 1, Manitowoc I-43 Industrial Park Subdivision No.
2.

Tax Identification Nos. 447-001-060 and 447-001-070

By: James Hamann
James C. Hamann, General Partner

9/16/03
Date

3. Jagemann Stamping Company, a
Wisconsin Corporation

TR1.1 of CSM Rec. V. 18 Certified Survey Maps, P. 129, Document
No. 832047.

Tax Identification No. 827-403-041

By: Thomas Jagemann
Thomas M. Jagemann, President/CEO

9/16/03
Date

4. Foster Limited Liability
Company

Lot 5 exc. W 93.65±, Block 3, Manitowoc I-43 Industrial Park
Subdivision No. 1, plus TR1 of CSM in Lots 5 & 6, Block 3,
Manitowoc I-43 Industrial Park Subdivision No. 1 Rec. V. 15 Certified
Survey Maps, P. 45, Document No. 746254.

Tax Identification No. 447-003-050 and 447-003-061

By: Thomas D. Foster
Thomas D. Foster, Member

9-16-03
Date

5. Manitowoc Public Utilities

TR1 of CSM Rec. V. 14 Certified Survey Maps, P. 299, Document No.
736980.

Tax Identification No. 834-104-012

By: Nilaksh Kothari
Nilaksh Kothari, General Manager

09.15.03
Date

6. Northern Labs, Inc.

Lot 8, 9, and 10, Block 2, Manitowoc I-43 Industrial Park Subdivision
No. 2, plus TR1 of CSM Rec. V. 16 Certified Survey Maps, P. 331,
Document No. 785733.

Tax Identification No. 447-002-080 and 834-102-010

By: J.D. Culea
J.D. Culea, President

9/16/03
Date



7. THT Enterprises, LLC Lots 2 and 3, Block 5, Manitowoc I-43 Industrial Park Subdivision No. 2.
 Tax Identification No. 447-005-020

By: _____ _____
 Thomas H. Tanner, Jr., Member Date

8. Parker-Hannifan Corporation Lots 2, 3 and 4, Block 1, Manitowoc I-43 Industrial Park Subdivision No. 1.
 Tax Identification No. 447-001-040

By: _____ _____
 An Authorized Signature Date

Signatures are not required as the majority of land owners of record have signed in the preceding pages of this document; however, it is elected to have this page remain part of the original document.

S. ALVERNO ROAD

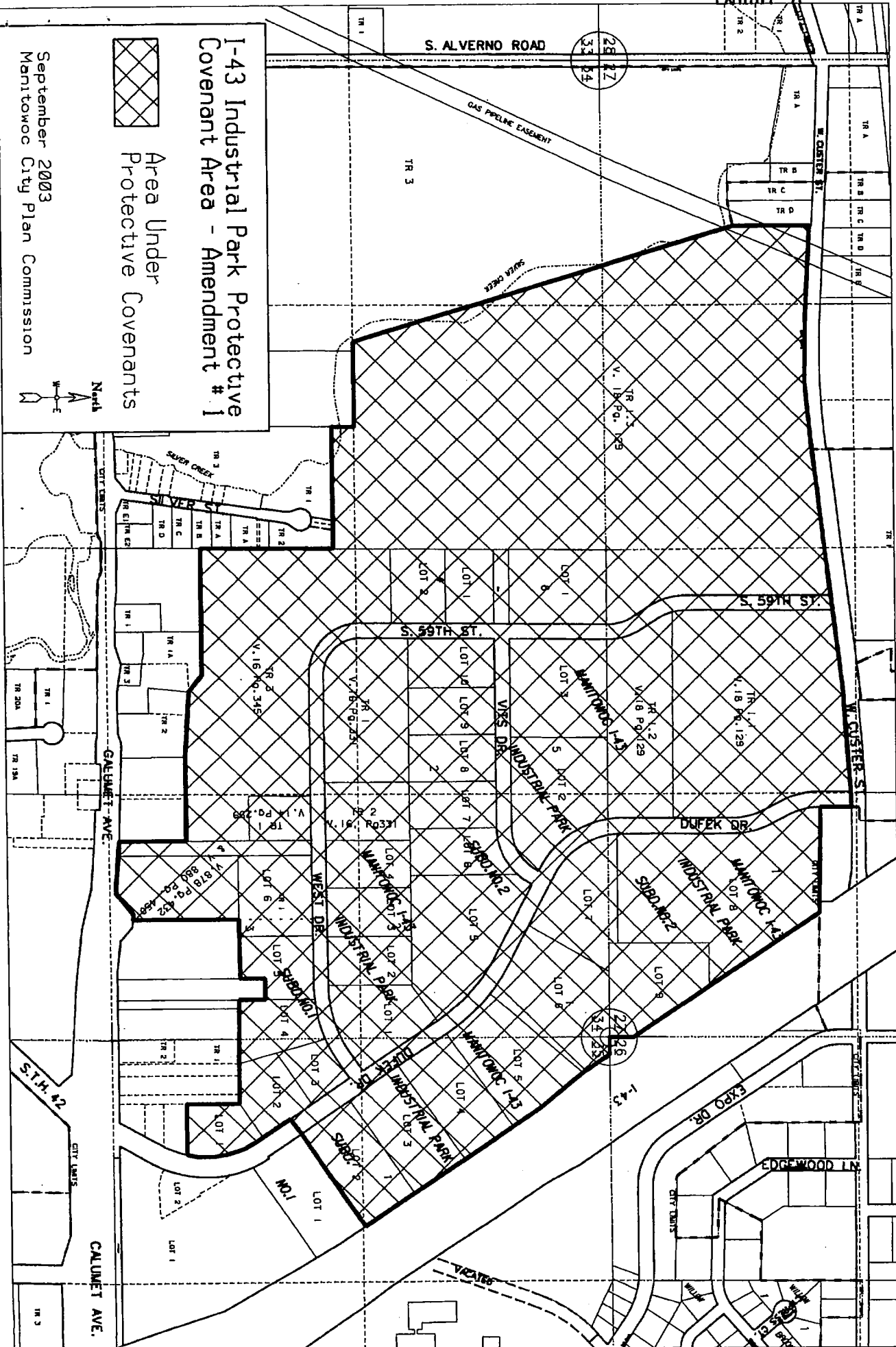
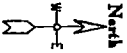
GAS PIPELINE EASEMENT

I-43 Industrial Park Protective Covenant Area - Amendment # 1



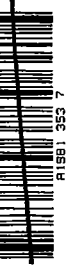
Area Under Protective Covenants

September 2003
Manitowoc City Plan Commission



...I43park_covenantarea.dgn Sep. 10, 2003 10:32:12

CSC PG 1061 10A



CALUMET AVE.

S.T.H. 42

CITY LIMITS

CALUMET AVE.

EDGEWOOD LN.

EXPO DR.

I-43

22 26
34 23

28 27
33 24

W. CLUSTER ST.

W. CLUSTER ST.

MANITOWOC I-43

MANITOWOC I-43

MANITOWOC I-43

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MANITOWOC I-43

MANITOWOC I-43



**Manitowoc I-43 Industrial Park Protective Covenants Legal Description
Amendment #1
September 9, 2003**

Area of Protective Covenants is described as follows.

Located in the South $\frac{1}{2}$ of Section 27 and the North $\frac{1}{2}$ of Section 34 and the Northwest $\frac{1}{4}$ of Section 35, Township 19 North, Range 23 East, City of Manitowoc, Wisconsin more particularly described as follows.

All of Manitowoc I-43 Industrial Park Subdivision No. 1 except Lot 1, Block 1 recorded in Cabinet C, Pages 73 & 74 at the Manitowoc County Register of Deeds Office and all of Manitowoc I-43 Industrial Park Subdivision No. 2 recorded in Cabinet C, Jacket 98 at the Manitowoc County Register of Deeds Office and Tracts 1.1, 1.2 and 1.3 of a Certified Survey Map recorded in Volume 18, Page 129 and Tracts 1 and 2 of a Certified Survey Map recorded in Volume 16, Page 331 and Tract 3 of a Certified Survey Map recorded in Volume 16, Page 345 and Tract 1 of a Certified Survey Map recorded in Volume 14, Page 299 and parcels (tax numbers 834-104-020 and 834-104-075) described in Volume 878, Page 432 and Volume 880, Page 450 of Deeds.

Said area contains 13,389,782 square feet or 307.39 acres of land more or less.

967455

Document Number

REVISED DECLARATION OF AMENDMENT NO. 1 TO
MANITOWOC I-43 INDUSTRIAL PARK PROTECTIVE
COVENANTS

Document Title



VOL 1985 PG 608

STATE OF WISCONSIN)
(SS.
CITY OF MANITOWOC)

STATE OF WI - MTWC CO
PRESTON JONES REG/DEEDS
RECEIVED FOR RECORD
05/18/2004 2:27:00 PM

I, David J. Less, City Planner of and for the City of Manitowoc of the State of Wisconsin, do hereby certify that the attached document is being recorded to reflect: (1) a change in a legal description for Greystone Realty, LLC located in Volume 1981, Page 350; and (2) a change in a legal description for property described in Volume 1981, Page 354; Both changes being part of a "Declaration of Amendment No. 1 to Manitowoc I-43 Industrial Park Protective Covenants" recorded in the Manitowoc County Register of Deeds in Volume 1981, Page 347, as Document Number 966511.

Recording Area

Name and Return Address

MANITOWOC CITY PLAN COMMISSION
900 QUAY STREET
MANITOWOC, WI 54220

27 chg

Parcel Identification Number (PIN)

The attached "Revised Declaration of Amendment No. 1 to Manitowoc I-43 Industrial Park Protective Covenants" supersedes the previous Declaration of Amendment recorded in the Manitowoc County Register of Deeds in Volume 1981, Page 347, as Document Number 966511.

WITNESS MY HAND, and seal this 18th day of May, 2004.

David J. Less

David J. Less, City Planner

Subscribed and sworn to before me this 18th day of May, 2004.

Janet K. Zunker

Janet K. Zunker, Notary Public
My Commission Expires February 20, 2005

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA.2/99

~~966511~~

Declaration of Amendment No. 1 to
Manitowoc I-43 Industrial Park
Protective Covenants

Document Number

Document Title



~~VOL 1985 PG 609~~

~~STATE OF WI - MTWC CO
PRESTON JONES REG/DEEDS
RECEIVED FOR RECORD
05/06/2004 12:21:42 PM~~

Recording Area

~~\$25.00~~

Name and Return Address

~~City Of Manitowoc
Attn.: David Less
900 Quay Street
Manitowoc WI 54220~~

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96



DECLARATION OF AMENDMENT NO. 1 TO
MANITOWOC I-43 INDUSTRIAL PARK
PROTECTIVE COVENANTS

CITY OF MANITOWOC, WI

WHEREAS, the "Manitowoc I-43 Industrial Park Protective Covenants, February, 1990" (hereinafter referred to as the "Covenants") were originally recorded in the office of the Manitowoc County Register of Deeds on May 4, 1990 as Document No. 668256 in Volume 717 of Ordinances beginning at Page 574; and

WHEREAS, the Covenants were created to impose limitations and use restrictions upon lands comprising the Manitowoc I-43 Industrial Park in the City of Manitowoc (hereinafter referred to as the "Park"); and

WHEREAS, said Covenants cover the geographic area which is legally described beginning on page 586 of the recorded Covenants; and

WHEREAS, the City of Manitowoc (hereinafter referred to as the "City") desires to sell Lot 1, Block 1 of the Manitowoc I-43 Industrial Park Subdivision No. 1 (hereinafter referred to as the "Property") which is covered by the Covenants to Menard, Inc. for the development of a warehouse facility and expansion of the company's outdoor and bulk storage area which are land uses prohibited under Section IV. A. of the Covenants; and

WHEREAS, the undersigned are seeking to amend the Covenants to remove the Property from the area covered by the Covenants, and to allow the proposed land use upon the Property; and

WHEREAS, the undersigned further desire to expand the coverage of the Covenants to include a portion of the land recently purchased by the City for the future expansion of the Park; and

WHEREAS, Section X of the Covenants provides that the Covenants may be changed, modified or amended by approval of the Common Council of the City, and the Manitowoc Industrial Development Corporation, together with a majority of grantees or land owners in the Park, as evidenced by written declaration signed by the parties and recorded in the office of the Manitowoc County Register of Deeds; and

WHEREAS, at the date of this Amendment No. 1, the grantees or land owners of record in the Park are as follows:

1. Greystone Realty, LLC, a Wisconsin Limited Liability Company
2. Apex Leasing, a Wisconsin General Partnership
3. Jagemann Stamping Company, a Wisconsin Corporation
4. Foster Limited Liability Company, a Wisconsin Limited Liability Company
5. Manitowoc Public Utilities



- 6. Parker-Hannifan Corporation, an Ohio Corporation
- 7. Northern Labs, Inc., a Delaware Corporation
- 8. THT Enterprises, LLC, a Wisconsin Limited Liability Company
- 9. City of Manitowoc

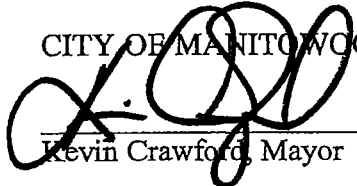
and that a majority of grantees or land owners in the Park is herein defined as approval of the Common Council of the City and the Manitowoc Industrial Development Corporation, plus at least four (4) of the above referenced non-City owners of record; and

WHEREAS, the undersigned desire to amend the Covenants;

IT IS HEREBY DECLARED by the Common Council of the City, the Manitowoc Industrial Development Corporation, and the undersigned owners of land in the Park, that the Covenants be amended as follows:

- 1. Section XI. of the Covenants entitled "ATTACHMENT 'A' - LEGAL DESCRIPTION be repealed and recreated as depicted and described in Exhibit "A" which is attached hereto and incorporated herein by reference.
- 2. This Amendment No. 1 shall be effective and binding as of the date of recordation.
- 3. In all other respects, the original terms and conditions of the Covenants shall remain in full force and effect.

CITY OF MANITOWOC



 Kevin Crawford, Mayor

9-15-03

 Date



 Jennifer Hudon, City Clerk

9/15/03

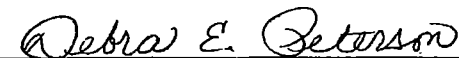
 Date

STATE OF WISCONSIN)

)ss.

MANITOWOC COUNTY

Personally came before me this 15th day of September, 2003, the above signed Kevin Crawford and Jennifer Hudon, to me known as the Mayor and City Clerk of the City of Manitowoc, WI, a Wisconsin Municipal Corporation, and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.



 Notary Public Debra E. Peterson
 Manitowoc County, WI
 My Commission (expires)(is) 6/30/2004



MANITOWOC INDUSTRIAL DEVELOPMENT CORPORATION

By: James Hamann
James Hamann, President

9/16/03
Date

By: David Less
David Less, Secretary

9/16/03
Date

STATE OF WISCONSIN)

)ss.

MANITOWOC COUNTY

Personally came before me this 16th day of September, 2003, the above signed James Hamann and David Less, to me known who executed the foregoing instrument and to me known to be such President and Secretary of the Industrial Development Corporation of the City of Manitowoc, WI, a Wisconsin Municipal Corporation, and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

Janet K. Zunker
Notary Public
Manitowoc County, Wisconsin
My commission (expires)(is):
2/20/05

GRANTEES

The Undersigned owners of real estate in the Manitowoc I-43 Industrial Park hereby declare their consent to the amendment contained herein:

- | | | |
|----|---------------------------------------|---|
| 1. | <u>Owner</u> Greystone Realty, LLC | <u>Parcel(s) Owned</u> <u>Lots 1, 2, 3 and 4,</u> Lots 4, 5 and 6 , Block 2, Manitowoc I-43 Industrial Park Subdivision No. 1, and Lots 1, 2 and 3 , Block 2, Manitowoc I-43 Industrial Park Subdivision No. 2. <u>5 and 6</u> |
| | | Tax Identification Nos. 447-002-030; 447-002-040; 447-002-050 and 447-002-060 |

By: Richard W. Robinson
Richard W. Robinson, Member

16 SEPT 03
Date



2. Apex Leasing, a Wisconsin
General Partnership

Lots 6 and 7, Block 1, Manitowoc I-43 Industrial Park Subdivision No.
2.

Tax Identification Nos. 447-001-060 and 447-001-070

By: James C. Hamann
James C. Hamann, General Partner

9/16/03
Date

3. Jagemann Stamping Company, a
Wisconsin Corporation

TR1.1 of CSM Rec. V. 18 Certified Survey Maps, P. 129, Document
No. 832047.

Tax Identification No. 827-403-041

By: Thomas M. Jagemann
Thomas M. Jagemann, President/CEO

9/16/03
Date

4. Foster Limited Liability
Company

Lot 5 exc. W 93.65'±, Block 3, Manitowoc I-43 Industrial Park
Subdivision No. 1, plus TR1 of CSM in Lots 5 & 6, Block 3,
Manitowoc I-43 Industrial Park Subdivision No. 1 Rec. V. 15 Certified
Survey Maps, P. 45, Document No. 746254.

Tax Identification No. 447-003-050 and 447-003-061

By: Thomas D. Foster
Thomas D. Foster, Member

9-16-03
Date

5. Manitowoc Public Utilities

TR1 of CSM Rec. V. 14 Certified Survey Maps, P. 299, Document No.
736980.

Tax Identification No. 834-104-012

By: Nilaksh Kothari
Nilaksh Kothari, General Manager

09.15.03
Date

6. Northern Labs, Inc.

Lot 8, 9, and 10, Block 2, Manitowoc I-43 Industrial Park Subdivision
No. 2, plus TR1 of CSM Rec. V. 16 Certified Survey Maps, P. 331,
Document No. 785733.

Tax Identification No. 447-002-080 and 834-102-010

By: J.D. Culea
J.D. Culea, President

9/16/03
Date



VOL 1985 PG 614

7. THT Enterprises, LLC Lots 2 and 3, Block 5, Manitowoc I-43 Industrial Park Subdivision No. 2.

Tax Identification No. 447-005-020

By: _____
Thomas H. Tanner, Jr., Member

Date

8. Parker-Hannifan Corporation Lots 2, 3 and 4, Block 1, Manitowoc I-43 Industrial Park Subdivision No. 1.

Tax Identification No. 447-001-040

By: _____
An Authorized Signature

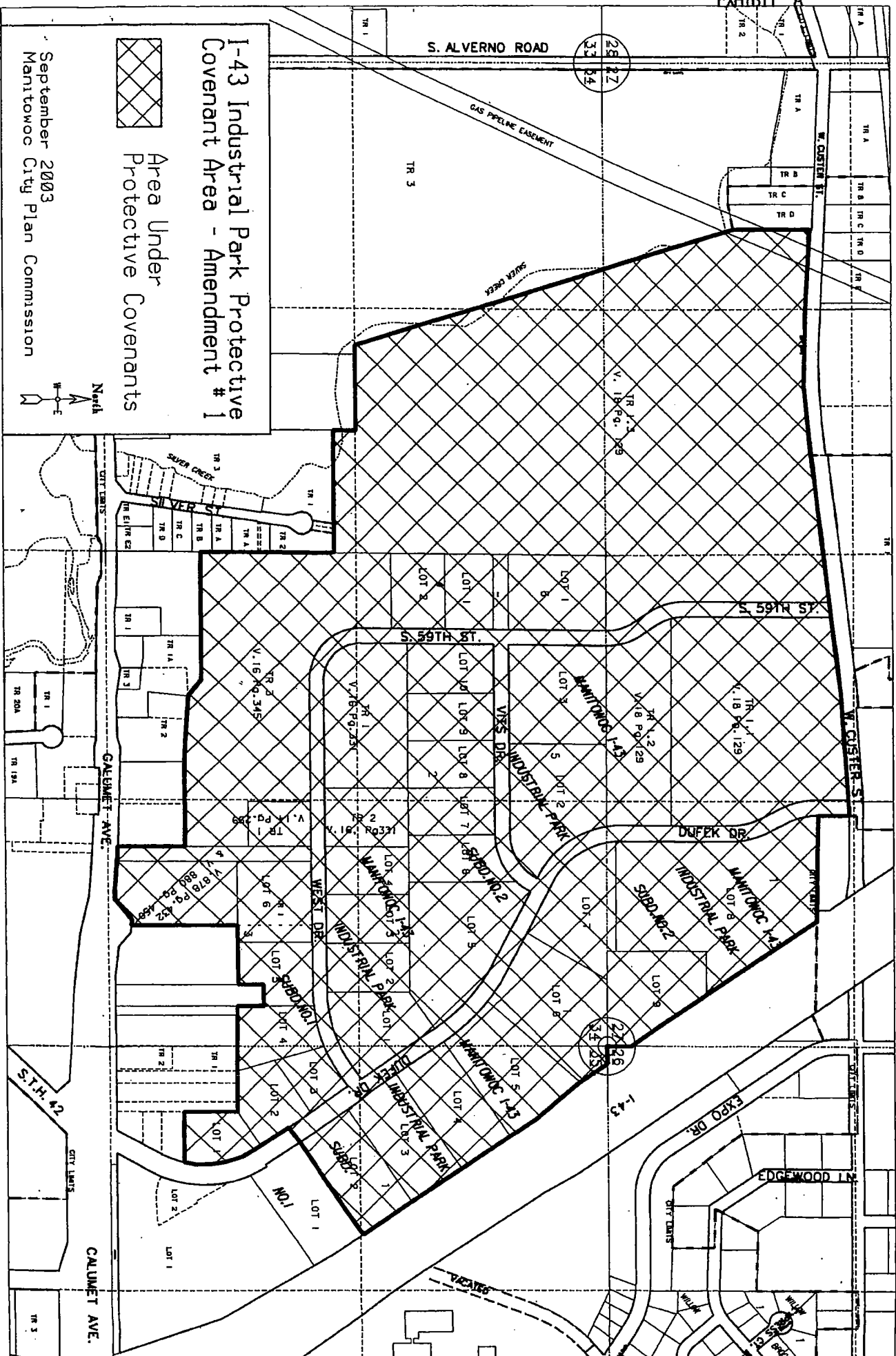
Date

Signatures are not required as the majority of land owners of record have signed in the preceeding pages of this document; however, it is elected to have this page remain part of the original document.

Drafted by: David Less, City Planner

Rundate: 9/11/03

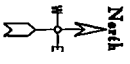
Filename: Y:\dave\wpfiles\protcov-a#1-I-43.wpd



**I-43 Industrial Park Protective
Covenant Area - Amendment # 1**

Area Under
Protective Covenants

September 2003
Manitowoc City Plan Commission



\\43park_covenant\area.dgn Sep. 10, 2003 10:32:12

519 94 9861 10A





**Manitowoc I-43 Industrial Park Protective Covenants Legal Description
Amendment #1
September 9, 2003**

Area of Protective Covenants is described as follows.

~~Located in the South 1/2 of Section 27 and the North 1/2 of Section 34 and the Northwest 1/4 of Section 35, Township 19 North, Range 23 East, City of Manitowoc, Wisconsin more particularly described as follows.~~

~~All of Manitowoc I-43 Industrial Park Subdivision No. 1 except Lot 1, Block 1 recorded in Cabinet C, Pages 73 & 74 at the Manitowoc County Register of Deeds Office and all of Manitowoc I-43 Industrial Park Subdivision No. 2 recorded in Cabinet C, Jacket 98 at the Manitowoc County Register of Deeds Office and Tracts 1.1, 1.2 and 1.3 of a Certified Survey Map recorded in Volume 18, Page 129 and Tracts 1 and 2 of a Certified Survey Map recorded in Volume 16, Page 331 and Tract 3 of a Certified Survey Map recorded in Volume 16, Page 345 and Tract 1 of a Certified Survey Map recorded in Volume 14, Page 299 and parcels (tax numbers 834-104-020 and 834-104-075) described in Volume 878, Page 432 and Volume 880, Page 450 of Deeds.~~

~~Said area contains 13,389,782 square feet or 307.39 acres of land more or less.~~

Revised May 18, 2004

Located in the South 1/2 of Section 27 and the North 1/2 Section 34 and the Northwest 1/4 of Section 35, Township 19 North, Range 23 East, City of Manitowoc, Wisconsin described as follows.

Lots 2 - 4, Block 1; Lots 1 - 4, Block 2; Lots 1 - 6, Block 3 all in Manitowoc I-43 Industrial Park Subdivision No. 1 as described in Cabinet C, Pages 73 & 74 recorded at the Manitowoc County Register of Deeds Office; also including Lots 5 - 9, Block 1; Lots 5 - 10, Block 2; Lots 1 - 2, Block 4; Lots 1 - 3, Block 5; Lot 1, Block 6 all in Manitowoc I-43 Industrial Park Subdivision No. 2 recorded in Cabinet C, Jacket 98 recorded at the Manitowoc County Register of Deeds Office; also including Tracts 1.1, 1.2 and 1.3 of a Certified Survey Map recorded in Volume 18, Page 129; also including Tracts 1 and 2 of a Certified Survey Map recorded in Volume 16, Page 331; also including Tract 3 of a Certified Survey Map recorded in Volume 16, Page 345; also including Tract 1 of a Certified Survey Map recorded in Volume 14, Page 299; also including parcels (tax numbers 834-104-020 and 834-104-075) described in Volume 878, Page 432 and Volume 878, Page 450 of Deeds. Area of Protective Covenants excludes Lot 1, Block 1 of said Manitowoc I-43 Industrial Park Subdivision # 1.

Said area contains 13,389,782 square feet or 307.39 acres of land more or less.



~~DOC # 1233429~~

DECLARATION OF AMENDMENT NO. 2 TO
MANITOWOC I-43 INDUSTRIAL PARK
PROTECTIVE COVENANTS

CITY OF MANITOWOC, WI

STATE OF WI - MTWC CO
KRISTI TUESBURG REG/DEEDS
RECEIVED FOR RECORD
03/25/2021 10:21:04 AM

WHEREAS, the "Manitowoc I-43 Industrial Park Protective Covenants, February, 1990" (hereinafter referred to as the "Covenants") were originally recorded in the office of the Manitowoc County Register of Deeds on May 4, 1990 as Document No. 668256 in Volume 717 Page 574 and being amended on May 6, 2004 as Document No. 966511 in Volume 1981, Page 347 which was revised on May 18, 2004 as Document No. 967455 in Volume 1985 Page 608; and

WHEREAS, the Covenants were created to impose limitations and use restrictions upon lands comprising the Manitowoc I-43 Industrial Park in the City of Manitowoc (hereinafter referred to as the "Park"); and

WHEREAS, the City of Manitowoc (hereinafter referred to as the "City") has sold Lot 1, Block 3, of the Manitowoc I-43 Industrial Park Subdivision No. 1 (hereinafter referred to as the "Property") to Bank First NA which is covered by the Covenants; and

WHEREAS, the undersigned are seeking to amend the Covenants to remove a portion of said Property from the area covered by the Covenants; and

WHEREAS, the area of the Property to be removed from the Covenants is shown in Exhibit "A"; and

WHEREAS, Section X of the Covenants provides that the Covenants may be changed, modified or amended by approval of the Common Council of the City, and the Manitowoc Industrial Development Corporation, together with a majority of grantees or land owners in the Park; and

WHEREAS, the Manitowoc Industrial Development Corporation, at their March 11, 2021 meeting approved said Amendment No. 2 removing the Property from the Covenants;

WHEREAS, at the date of this Amendment No. 2, the grantees or land owners of record in the Park are as follows:

1. Apex Leasing
2. Apex Leasing LLP
3. Bank First NA
4. Parker-Hannifin Corp
5. GKN Sinter Metals Inc; THT Enterprises LLC

Return to: City Clerk⁵ CHG



- 6. GLTD Holdings LLC
- 7. Hennessey Development LLC
- 8. Jagemann Stamping Company
- 9. Kona Realty LLC
- 10. City of Manitowoc
- 11. Manitowoc Public Utilities
- 12. Northern Labs Inc
- 13. Webster Family Holdings LLC
- 14. Wisconsin Aluminum Foundry Company Inc

and that a majority of the land owners in the Park have approved this Amendment; and

IT IS HEREBY DECLARED by the Common Council of the City, the Manitowoc Industrial Development Corporation, and the owners of land in the Park, that the Covenants be amended removing the property as described in Exhibit "A".

1. This Amendment No. 2 shall be effective and binding as of the date of recordation.

2. In all other respects, the original terms and conditions of the Covenants shall remain in full force and effect.

CITY OF MANITOWOC

Justin M. Nickels
Justin M. Nickels, Mayor

3-24-21

Date

Mackenzie Reed-Kadow
Mackenzie Reed-Kadow, City Clerk

3-24-21

Date

STATE OF WISCONSIN)

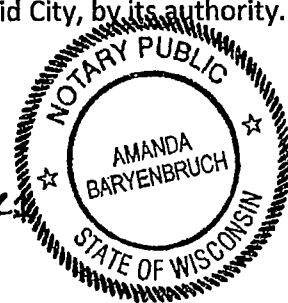
)ss.

MANITOWOC COUNTY

Personally came before me this 24th day of March, 2021, the above signed Justin M. Nickels and Mackenzie Reed-Kadow, to me known as the Mayor and City Clerk of the City of Manitowoc, WI, a Wisconsin Municipal Corporation, and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

Amanda Baryenbruch
Notary Public
Manitowoc County, WI

My Commission (expires)(is) September 12, 2021





MANITOWOC INDUSTRIAL DEVELOPMENT CORPORATION

By: [Signature]
James Hamann, President

3/25/2021
Date

By: [Signature]
Adam Tegen, Secretary

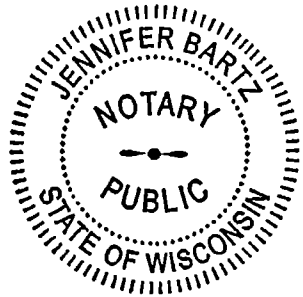
3-25-2021
Date

STATE OF WISCONSIN)

)ss.

MANITOWOC COUNTY

Personally came before me this 25th day of March, 2021, the above signed James Hamann and Adam Tegen, to me known who executed the foregoing instrument and to me known to be such President and Secretary of the Industrial Development Corporation of the City of Manitowoc, WI, a Wisconsin Municipal Corporation, and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.



[Signature]
Notary Public Jennifer Bartz
Manitowoc County, Wisconsin
My commission (expires)(is):
8/17/2024



EXHIBIT A

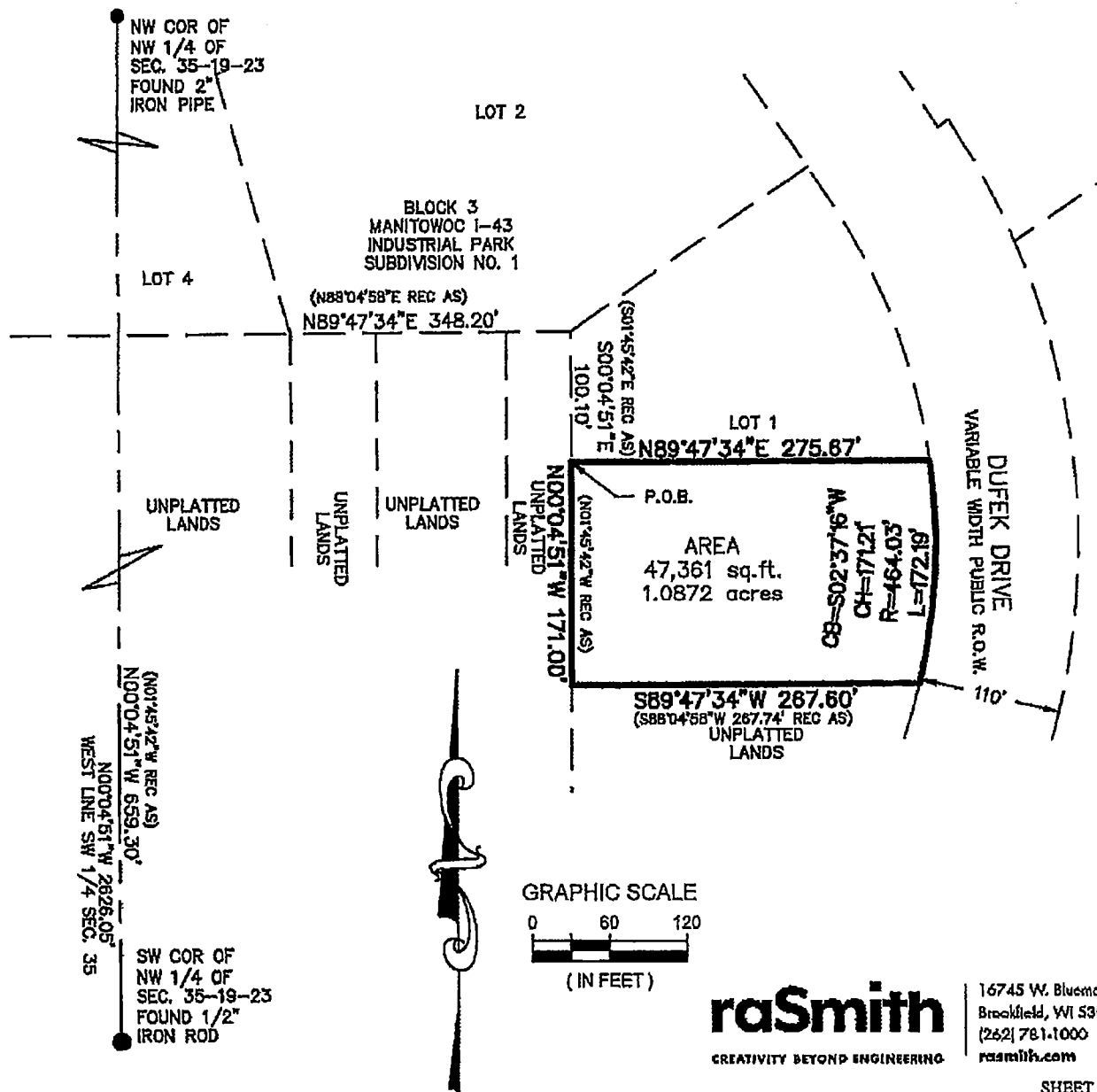
Part of Lot 1, Block 3 in Manitowoc I-43 Industrial Park Subdivision No. 1, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 35, Town 19 North, Range 23 East, in the City of Manitowoc, Manitowoc County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section; thence North 00° 04' 51" West along the West line of said 1/4 Section a distance of 659.30 feet to in the South line of Lot 4 in said Subdivision; thence North 89° 47' 34" East along said South line and its extension 348.20 feet to the Northwest corner of Lot 1 in said Subdivision; thence South 00° 04' 51" East along the West line of said Lot 1 a distance of 100.10 feet to the point of beginning of lands to be described; thence North 89° 47' 34" East for a distance of 275.67 feet to a point in the West line of Dufek Drive; thence Southerly 172.19 feet along an arc of a curve whose center lies to the West, whose radius is 464.03 feet and whose chord bears South 02° 37' 16" West 171.21 feet to the Southeast corner of said Lot 1; thence South 89° 47' 34" West along the South line of said Lot 267.60 feet to a point in the West line of said Lot 1; thence North 00° 04' 51" West along said West line 171.00 feet to the point of beginning.

Said land contains 47,361 square feet or 1.0872 acres

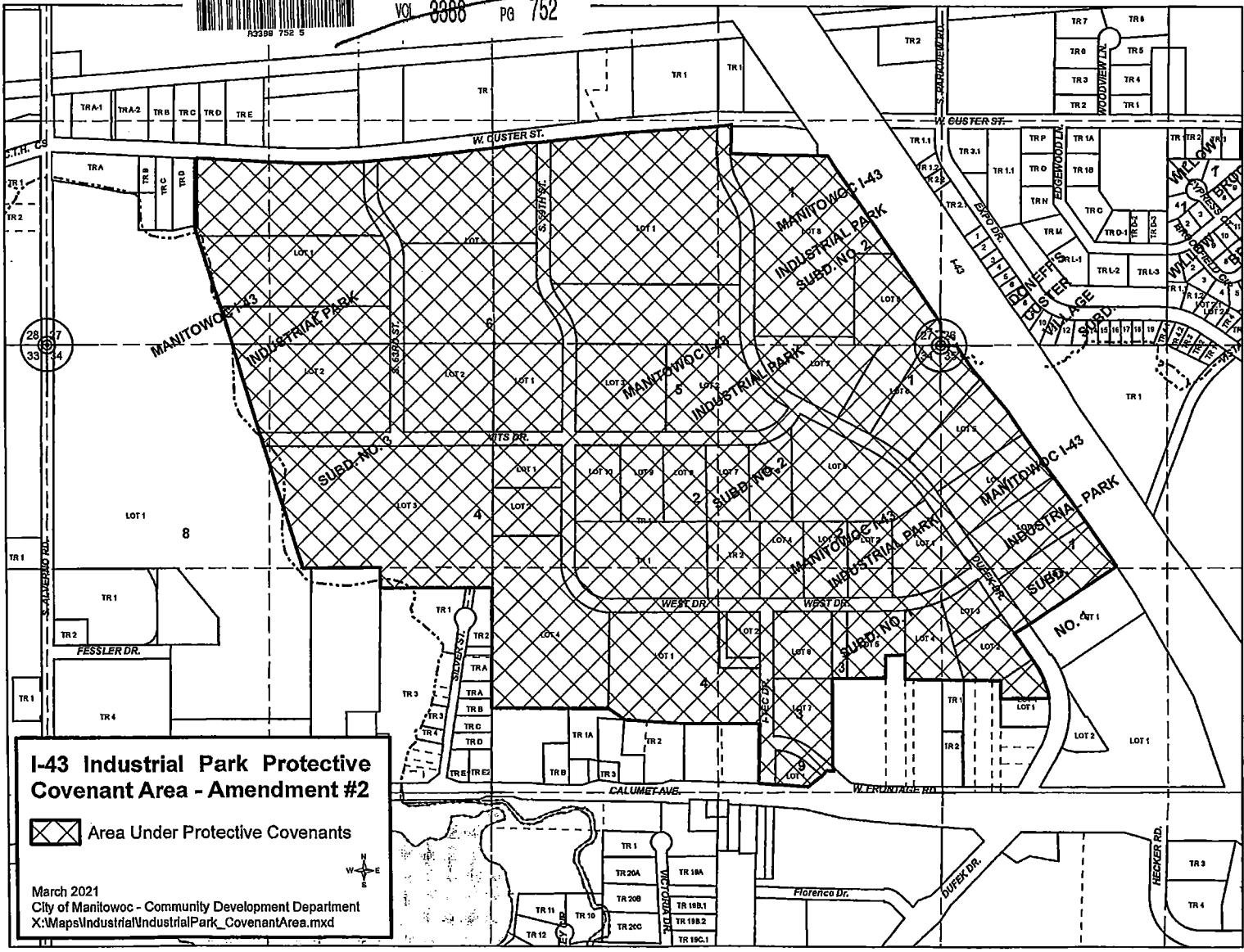
September 2, 2020

Drawing No. 168132-RMK




raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com



I-43 Industrial Park Protective Covenant Area - Amendment #2

 Area Under Protective Covenants

March 2021
 City of Manitowoc - Community Development Department
 X:\Maps\Industrial\IndustrialPark_CovenantArea.mxd