VOL 695 PAGE 0007

522959

Document Number

PORTAGE COUNTY BUSINESS PARK
DEED RESTRICTIONS AND PROTECTIVE COVENANTS

Document Title

REGISTER'S OFFICE
PORTAGE COUNTY, WI
RECEIVED FOR RECORD } SS

APR 23 1997

TIME: 10:30 A M

Cynthia A. Wisinski

CYNTHIA A. WISINSKI REGISTER OF DEEDS

Pd 66.00

Recording Area

Name and Return Address

Planning/Zoning Dept.
Attn: Chuck Kell

Parcel Identification Number (PIN)

PORTAGE COUNTY

AUG 27 2001

CORPORATION COUNSEL

PORTAGE COUNTY BUSINESS PARK
DEED RESTRICTIONS AND PROTECTIVE COVENANTS

I. Purpose and Intent

The declared purpose and intent of these conditions, covenants and restrictions is to insure the proper use and development of each parcel of land in the Portage County Business Park (herein referred to as "Park") for the mutual benefit and protection of all present and future owners of property within the Park and to carry out the intent of Portage County to develop an upscale business environment for the benefit of business and taxpayers of Portage County. It is the intent of Portage County (herein referred to as "County") that environmental and aesthetic values are paramount considerations in the development of the Park so that property in the Park will be protected against depreciation in value and to insure that the Park will provide attractive and desirable sites for business and industry, which will reflect positively on Portage County and the owners of property and investment within the Park.

II. Subject Property

These conditions, protective covenants and restrictions shall apply to and restrict the use of lands comprising the Park, which consists of the following described real property in the City of Stevens Point, Portage County, Wisconsin:

All land in the east half of Section 2, Township 23 North, Range 8 East, lying between I-39, Brilowski Road, CTH HH and the Wisconsin Central Limited Railroad, consisting of approximately 298.55 acres.

III. Title and Easements

A. Title

Title to specific parcels shall be transferred from the County to purchasers upon receipt of approval of all required site plan, landscape plan and architectural review approvals and appropriate sales transactions.

1. Infrastructure Easements

In conveying parcels, the County shall retain all necessary permanent easements for all drainageways, detention ponds and open space areas, which have been designed and constructed to serve as infrastructure for the Park. These areas will be delineated on the approved final plans and specifications for the Park and will be shown

on the plat(s) and/or certified survey map(s) creating the various parcels within the Park as "open space easements" and "open space drainage easements."

2. Utility Easements

Title to parcels shall be transferred subject to utility easements as shown on the plat(s) or certified survey map(s) of the Park as "utility easement" or "a sanitary sewer and/or watermain easement."

B. Use of Utility Easements

The utility easements are for the benefit of the entire Park, first and foremost; however, such easement may be used by parcel owners for the installation of underground utility services such as electric power, natural gas, cable television, and telecommunications services to benefit the owner's parcel subject to prior review and approval by the County.

C. Use of Open Space and Open Space Drainage Easements

The open space easements and open space drainage easements are created for the benefit of all parcel owners in the Park and are reserved for providing: screening from neighboring uses; passive, open space recreation area; and common drainage handling through a series of detention ponds. Development or construction on such easements is strictly prohibited. These easements are strictly private in nature. Nothing in these protective covenants and restrictions shall be construed to create any right to the general public to use these easements in any way.

D. Maintenance of Easements

1. Parcel Owner Responsibilities

Each parcel owner shall be responsible for routine, ordinary and customary landscape maintenance of easements located on their property, such as, but not limited to, trimming and fertilization of ground cover, grass, shrubbery and trees and the suppression of weeds and/or nuisance growth on the easements. Damage to such easement areas caused by a third party shall be repaired by such party.

2. County or Business Park Owners' Association Responsibilities

The County or a Park owners' association, if and when authority is assigned to one, shall retain control over the use and maintenance of storm water detention ponds and their landscaped areas as part of the Park's drainage system and overall Park landscape aesthetics.

The maintenance responsibilities, with respect to such ponds, include: maintaining flowage control structures; culverts; bridges; removing silt and accumulations of silt and other residue from ponds; repairing dikes and damage caused by animals, erosion or the elements; removing or abating nuisance aquatic growth; and maintaining all wells, pumps, aerators, liners, landscaping, lighting or signage connected with the ponds. Each parcel owner shall permit the County, or its representative, access over such owner's parcel for the purpose of carrying out such maintenance activities.

3. Berms, Landscape and Open Space Areas ---- Construction and Maintenance

a. Construction

Based upon the approved plans and specifications for the Park, various berms, landscape areas and open space areas will be constructed within the Park. These will be located in open space easements. The purpose of these berms, landscape areas and open space areas is to buffer and beautify the Park and selected areas within the Park from adjacent areas. These berms, landscape areas and open space areas will be constructed and landscaped by the County at its expense as part of the general Park development.

b. Maintenance

Each parcel owner shall be responsible for routine landscape maintenance, such as trimming and fertilization of the ground cover, grass, shrubbery, and trees, and suppression of weeds or nuisance growth on such portions of the berms or landscape areas as may be constructed on each owner's parcel. The County shall be responsible for repairing damage to the berms or landscape areas caused by animals, erosion or the elements and for removing and replacing any dead trees or shrubs. Each parcel owner shall permit the County and its representatives, reasonable access over such owner's parcel for the purposes of carrying out such maintenance responsibilities.

IV. Assessments for Maintenance

A. Applicable Expenses

The expenses for County maintenance responsibilities for the berms or landscape areas in the open space easements, the storm water detention ponds and drainage system (including any wells, pumps, aerators, electric systems, lighting, etc. to operate the same) shall be the shared responsibility

of all parcel owners in the Park. Such "maintenance expenses" shall include all of the costs and reasonable expenditures incurred by the County to carry out its maintenance responsibilities under Section D above, including cost of materials, labor, water charges, overhead and administration.

B. Proportionate Payment Formula

Each parcel and/or building owner shall pay a proportionate share of the annual maintenance expenses, which share shall be computed by multiplying the total maintenance expenses by a fraction, the numerator of which is the area expressed in square feet of the owner's parcel(s), and the denominator of which is the total square foot area of the Park, excluding lands dedicated to the public for streets or owned by the County as berms, landscape areas, and open space areas.

The County share of annual maintenance expenses shall be based only on the area of the total Park actually developed with utilities and available for sale as improved parcels.

C. Statement and Payment of Assessments

The County shall annually, prior to January 31 of each year, provide each parcel owner with an itemized statement of maintenance expenses for the previous year. Such statements shall list each parcel owner's proportion thereof, including that portion payable by the County. (The first such statements shall cover the period from the completion of construction of the Park until December 31, 1998.) Each owner shall pay the owner's portion of the statement within thirty (30) days of receipt of the statement.

D. Books and Audit

The County shall keep a separate chart of accounts for the maintenance expenses of the Park, which shall be open to inspection by parcel owners upon reasonable request.

V. Land Use

It is the intention of the County that the Park be developed to enhance the future growth of the County and City of Stevens Point in a planned manner that includes a mixture of commercial, professional and corporate offices and industrial uses. The Business Park Development Plan divides the Park into various land use and development sectors that will foster an upscale image for the Park and protect the private investments of corporations and individuals constructing their facilities in the Park.

All uses and proposed projects are subject to the review and approval of the Portage County Planning and Zoning Department prior to approval of any land sales

and shall be consistent with the uses listed for each Planned Development Area shown on the Park Development Plan (Attachment No. 1) and indicated in Section V A. Those uses which the Planning and Zoning Department determine may not promote the standards and environment of the Park as intended by Portage County shall be referred to the County's Business Park Development Committee for further consideration.

A. Planned Development Areas

1. Highway Commercial
   Examples of desirable uses include: hotels, convention facilities, bank/financial facilities, restaurants, shopping centers.

2. Large Business Facilities
   Examples of desirable uses include: Big Box Retail Stores, theater complexes, medical clinics, shopping centers, hotels, restaurants, bank/financial facilities

3. Highway Office
   Examples of desirable uses include: corporate offices, laboratory and research facilities, business and insurance offices, telemarketing offices

4. Business and Professional Offices
   Examples of desirable uses include: 4,500 to 15,000 square foot professional offices, typically single story with one or more tenants, corporate offices

5. Office/Light Industrial
   Examples of desirable uses include: small express and parcel delivery operations, light manufacturing, assembly and distribution facilities, electronic assembly and office/light manufacturing facilities.

6. Medium/Large Scale Industrial
   Examples of desirable uses include: express and parcel delivery operations, light to heavy manufacturing, assembly and distribution facilities, electronic assembly, warehouse and distribution facilities

7. Large Scale Rail Industrial
   Examples of desirable uses include: large warehousing and distribution facilities, large scale and heavy manufacturing uses constructed in this development area must have a documented need for rail access and must install siding and rail facilities to their buildings.

B. Prohibited Uses - The following operations and uses are not permitted within the Park.

- Auto/truck sales and service
- Truck/bus terminals when not connected with a manufacturing or distribution facility
- Auto body shops or auto repair businesses
- Gasoline stations
- Mini-storage and warehousing rental operations
- Lawn, garden, tool and equipment rental stores
- Recycling centers or waste transfer facilities
- Junkyards, used auto parts sales
- Residential dwellings

VI. Setbacks From Property Lines

A. Front Yard (Street Yard) Setbacks

No part or portion of any building shall be erected, constructed or extended nearer than forty feet (40') to the front lot line of any parcel. The front lot line is the entire length of the boundary of any parcel where it fronts a public street. Parking lots, parking of vehicles, storage of materials, products or equipment within the forty foot (40') setback shall be prohibited, except during initial construction of the building. The forty foot (40') setback area shall be entirely graded and sodded or seeded between side lot lines and from the street curb line to the exterior wall or walls of the building. In addition, this area shall be landscaped to at least the minimum standards as set forth in Section XV of these covenants.

B. Side Yard Setbacks

No part or portion of any building shall be erected, constructed, or extended nearer than thirty feet (30') to any interior (side) lot line of any parcel within the Park. The use and treatment of all side yard areas shall be in accordance with provisions of Subsection VI A. above, except that loading docks shall be permitted within an interior side yard with a building setback line of not less than eighty-five feet (85'), in which case the twenty-five feet closest to the lot line shall be landscaped. No part or portion of any parking area shall be constructed or extended nearer than twenty feet (20') of any side lot line of any parcel within the Park.

C. Rear Yard Setbacks

No part or portion of any building shall be erected, constructed, or extended closer than thirty feet (30') to any rear lot line of any parcel. No part or portion of any parking area shall be constructed or extended closer than twenty feet (20') to any rear yard lot line of any parcel within the Park.

D. Building and Lot Surface Area Ratios

In the Highway Commercial, Large Business Facilities, Highway Office and Business and Professional Office Development Areas of the Park, the sum total of the first floor area of the principal building and all accessory buildings shall not exceed thirty percent (30%) of the total lot area. No more than fifty percent (50%) of any lot shall be covered with buildings or other impervious surfaces.

In the Office/Light Industrial, Medium/Large Scale Industrial, Large Scale Rail Industrial Development Areas, the sum total of the first floor area of the principal building and all accessory buildings shall not exceed fifty percent (50%) of the total lot area. No more than seventy percent (70%) of any lot shall be covered with buildings or other impervious surfaces.

VII. Construction Requirements and Standards

A. Building Materials Allowed

All buildings or structures shall be designed or constructed using not more than two (2) exterior wall facing materials (not including glass, trim and architectural accents) for all elevations.

In the Highway Commercial, Large Business Facilities, Highway Office and Business and Professional Office Development Areas, the exterior materials shall be limited to architectural precast concrete, architectural concrete block, stone aggregates, brick or stone. Exterior Insulated Finish Systems (EIFS) or equivalent exterior architectural finish, such as Dryvit Systems, Inc., may also be used on the exterior of buildings, but shall not exceed a coverage of more than forty percent (40%) of any single wall or elevation of a building. Metal wall systems shall not be allowed in any of the four development areas noted above.

In the Office/Light Industrial Development Areas, architectural metal wall systems that are limited to flat faced, factory preformed units, a minimum of twenty-four inches (24") wide may be utilized on the exterior of buildings. Ribbed or corrugated metal profiles with exposed fasteners may be permitted on a case-by-case basis for end walls of buildings only to allow for the future expansion of a structure, provided these elevations do not face the public streets within the Park. EIFS or equivalent exterior architectural finish may also be used on the exterior of buildings, but shall not exceed a coverage of more than fifty percent (50%) of any single wall or elevation of a building. In this development zone, all exterior walls facing public streets, including those inside and outside the Park, shall have a minimum of forty percent (40%) of their face area consisting of a combination of brick, architectural concrete block or stone and windows.

In the Medium/Large Scale Industrial and Large Scale Rail Development Areas, ribbed or corrugated metal profiles will be allowed in combination with architectural precast concrete, architectural concrete block, stone aggregate, brick or stone and EIFS finish systems. The architectural review process will give specific attention to the treatment of all elevations facing Interstate 39 and Brilowski Road and all public streets within the Park.

Exterior gutter and down spout roof drainage systems are not permitted in the Park. All rooftop mechanical/electrical systems shall be screened from view by use of materials that are architecturally and aesthetically compatible with the exterior materials of the building.

B. Required Investment Criteria

All construction within the Park shall meet or exceed the following minimum investment criteria (initial construction value of improvements, not including land) as a condition of site purchase and development.

Highway Commercial Development Area	$500,000/acre
Large Business Development Area	$350,000/acre
Highway Office Development Area	$750,000/acre
Business and Professional Office Development Areas	$500,000/acre
Office/Light Industrial Development Area	$300,000/acre
Medium/Large Scale Industrial Development Area	$250,000/acre
Large Scale Rail Industrial Development Area	$175,000/acre

C. Approval of Building Design and Construction Materials

All building design and construction materials shall be approved in writing by the Portage County Planning and Zoning Department prior to the start of construction.

VIII. Outside Storage

A. Highway Commercial, Large Business Facilities, Highway Office and Business and Professional Office Development Areas

Open, outdoor storage of materials, products, or equipment is prohibited in the Highway Commercial, Large Business Facilities, Highway Office and Business and Professional Office Development Areas, except for required trash containers or dumpsters. All trash containers or dumpsters shall be enclosed by a wall of solid materials that match the building facade and provide a suitable visual screen. Such walls shall be of sufficient height to cover the trash containers or dumpsters and shall be maintained to present a good appearance at all times. As an alternative to screening by use of a wall, a combination of berms and other landscaping may be used to screen trash containers and/or dumpsters with approval of the County.

B. Office/Light Industrial, Medium/Large Scale Industrial and Large Scale Rail Industrial Development Areas

In the Office/Light Industrial, Medium/Large Scale Industrial and Large Scale Rail Industrial Development Areas, the outdoor storage of products, materials or equipment is permitted subject to the following requirements:

1. No outdoor storage of products, materials or equipment shall be allowed between any public streets, including those inside and outside of the Park, and the face of the principal building on the site extended to side or rear property lines.

2. All outdoor storage of products shall be screened from view from the street and from adjoining properties with solid fencing or walls. The use of chain link fencing with privacy slats is not permitted. As an alternative to screening by use of a fence or wall, a combination of berms and other landscaping may be used to screen outdoor storage, subject to approval by the County.

IX. Lot Drainage

A. Proper Drainage Required

No lot shall be developed and no use of a lot shall be permitted that results or is likely to result in the flooding, erosion or sedimentation of adjacent properties, street rights-of-way or the drainage system of the Park, including the storm water detention ponds. All runoff from site development shall be retained on site and shall discharge to settling ponds or drainage areas where it will percolate through at least six inches (6") of topsoil with vegetation established that will not require the use of pesticides or fertilizers after initial establishment. All retention systems shall be designed to accommodate a 25 year storm event (4.5" of rainfall). Use of drywells or other subsurface drains for storm water drainage is prohibited.

B. Storm Water Collection Systems

All roof storm water must be collected by a system constructed inside the exterior walls of the building and discharged less than two feet (2') above grade at the point of discharge or be conducted underground directly to the storm water drainage system.

C. Approval of Drainage Plans

Any proposed drainage plan for individual lots that will affect the storm water drainage system of the Park must be submitted for approval to the County and to all governmental bodies having jurisdiction over the drainage system.

X. Fencing

A. Highway Commercial, Large Business Facilities, Highway Office and Business and Professional Office Development Areas

Except for the screening of trash receptacles as required by Section VIII A and decorative walls or fencing connected with approval of the landscape plan for a site, fences within the development areas are prohibited.

B. Office/Light Industrial, Medium/Large Scale Industrial and Large Scale Rail Industrial Development Areas

Fences are allowed in these development areas subject to the following restrictions. No fence shall project beyond the building line (extended) facing a street. Fences shall not exceed 8 feet in height or be constructed with the use of barbed or razor wire. All fences shall be maintained in good condition, including their painted or stained condition. Provisions must be made for access by fire department apparatus to all sides of any building.

XI. Signage

A. No signs, other than product or company identification signs and directional signs, shall be permitted on parcels or buildings within the Park, except as allowed by Section XI. I. Roof-mounted billboards or signs are prohibited. Wall-mounted billboards are prohibited. Building-mounted signs may be attached only to the ground floor of a building, unless approval is granted by the County to mount them higher on multi-story buildings.

B. One corporate identity sign may be placed on a building facade or on a ground-mounted panel. No roof-mounted signs are permitted. All lettering on the sign shall be smaller in height than 10% of the wall height and all of the combined graphics shall be no longer than 25% of the wall length. In the case of double frontage lots with building facades on two streets (but not including corner lots), two such signs shall be permitted (one per frontage) consistent with these requirements.

C. Ground-mounted, corporate identity signs shall be placed on wall panels with a solid base constructed of materials used on the visible elevations of the building. The size of the wall panel and base shall not exceed five feet (5') in height and fourteen feet (14') in length. The overall area of the sign face shall not exceed 56 square feet for all lots exceeding six acres in size and shall not exceed 42 square feet for all lots six acres and under. Ground-mounted, corporate signs shall include a landscaped setting of ornamental shrubs, flowers, ground cover or a combination of the three, in an area a minimum of two times the area of the sign (based on size of base and panel, not sign face).

D. All lettering and logos on buildings or sign wall panels shall be individually cut or fabricated letters. Panel or painted panel or wood signs are prohibited.

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

F. Directional signs on privately owned parcels shall consist of a post and panel system limited in size to six (6) square feet per sign, and a maximum height of 6 feet (6') above site grade. Not more than one directional sign may be provided at each access drive.

G. Multi-Tenant Commercial, Office or Industrial Buildings - In cases where multi-tenant developments are constructed for a permitted use(s) in the Park, the signage proposals for these developments shall be negotiated and approved by the Portage County Planning and Zoning Department. These signs shall meet requirements of Section XI A, D, E and F, and shall be consistent with the goals of the covenants.

H. Approval of Signage Design and Location - All sign designs and locations shall be submitted on plans drawn to appropriate scale to the Portage County Planning and Zoning Department and shall be approved in writing prior to construction.

I. Signs constructed by the County to identify the Park, provide directions to or within the Park, or to identify landscape or aesthetic features of the Park, shall not be subject to the signage requirements of these covenants.

XII. Building Height

The height of all structures shall be subject to the zoning regulations set forth in the City of Stevens Point Zoning Ordinance.

XIII. Parking and Loading

A. Street Park - Street parking is prohibited within the Park.

B. Unlicensed and/or Inoperable Vehicles - No unlicensed or inoperable vehicle shall remain on an owner's parcel for more than twenty-four (24) hours.

C. Amount and Location of Parking - Each parcel owner shall provide a sufficient number of off-street parking spaces on the owner's parcel to accommodate the maximum number of vehicles operated by employees, customers, suppliers, vendors and visitors expected on each parcel during peak hours (including shift overlaps). In no case shall parking provided be less than that required by the City of Stevens Point Zoning Ordinance. All

parking areas and driveways shall be paved with hot-mixed bituminous asphalt or portland cement concrete.

D. Loading Areas - All material and supply loading or unloading must be conducted in a side or rear yard and shall be screened from public street view. Truck loading berths at the front of buildings are prohibited.

XIV. Utilities and Property Lighting

A. Placement of Utilities

All utilities within the Park shall be installed underground, except for essential components of such utilities terminating above ground such as the hydrants, manholes, transformers, telephone pedestals and other similar components of utility systems. All utilities shall be installed in the utility easements where provided. Overhead electric power or telephone/cable services are prohibited. Existing overhead lines owned by Wisconsin Public Service that run from east to west through the center of the Park are grandfathered overhead lines that will remain in place.

B. Parking Lot, Access Drive, and Loading Area Lighting

Parking lot, access drive and loading dock lighting (fixture, height, type, lighting intensity), where provided by the parcel owner, shall be reviewed and approved by the County as part of the required site and building plan approvals. Area lighting shall not be mounted on buildings except for lighting of loading docks. All lighting shall be a hooded or "cut off" type of light fixture or luminary directing lighting downward rather than toward adjoining parcels. All lighting for access drives, parking lots and outside storage areas shall be high pressure sodium, with the average illumination not to exceed 2.0 foot candles and no single luminary to exceed 5.0 foot candles. The use of low pressure sodium, metal haloid or mercury vapor lighting is prohibited.

XV. Landscaping and Open Space Requirements

A. General Yard and Foundation Landscape and Irrigation Requirements

1. All areas on any privately owned parcel not used for structures, parking, sidewalks, access roads, or loading areas shall be graded with adequate drainage provided and shall be seeded or sodded on black dirt and maintained in grass and landscape areas with trees and shrubs. The overall amount of landscaping required for each site will be based on the landscape plans approved by the County. However, in no case shall approval of a plan be granted which does not contain at least the minimum standards as specified in these Covenants. In all cases, the County will be expecting the landscape treatment of each site to exceed these minimum standards.

2. A minimum of one tree shall be planted for every 40 lineal feet of street frontage for each privately owned parcel. Such trees shall have a minimum caliper of 2.5 inches at the time of planting and shall be planted outside of the parking lot landscape area.

3. A minimum of one foundation plant for every 36 inches of building facade facing the street(s) shall be placed in landscaped areas around the foundation of the building. These plants shall be a minimum of 24 inches tall at the time of planting.

4. Underground sprinklers shall be installed by each privately owned parcel owner to irrigate and upkeep all front yard, street yard and side yard grass and landscape areas surrounding the building. Irrigation of rear yard areas is optional depending on the level of landscape treatment provided that may require irrigation.

B. Parking Lot and Entrance Landscaping Requirements

1. A minimum of a five foot (5') wide visual relief screen shall be provided adjacent to all parking lots. Such screen may be constructed with the use of hedges, fences, berms, dividers, shrubbery, trees or any combination thereof. All landscaping utilized for visual relief shall be a minimum height of 24 inches tall at the time of planting.

2. Appropriate perimeter and interior landscaping of parking lots shall be provided to break up the visual expanse of paving and to provide shade.

3. Landscaping at major entrances in other appropriate areas shall be provided to delineate internal traffic patterns and to assist with vehicular and pedestrian traffic movement and to improve the overall aesthetics of all development sites.

4. All landscaped parking lot and entrance areas shall be provided with underground sprinklers for irrigation and upkeep of the landscaping.

C. Approval of Landscape Plans/Installation Timetable

1. Detailed plans for the landscaping and aesthetic improvement of all sites within the Park shall be submitted for review and approval by the Portage County Planning and Zoning Department. The Department shall have the flexibility to work with the parcel owner to approve a landscape plan that most appropriately meets the conditions of the site development (combination of general yard, foundation and parking lot landscaping) provided that the intent of the minimum landscaping requirements are maintained.

2. All required site landscaping shall be installed within 18 months of the City of Stevens Point issuing the first building permit for the development of the site. The Portage County Planning and Zoning Department reserves the right to extend the landscaping completion deadline, if the parcel owner can prove that there are extenuating circumstances which would warrant additional time for completion.

D. Landscape Maintenance Requirements

1. The trees, shrubs, fences, walls and other landscaping materials depicted on plans approved by the County shall be considered as elements of the project in the same manner as parking, building materials and other details are elements of the plan.

   Each parcel owner, its successor and/or subsequent owners and their agents shall be responsible for the continued maintenance of all landscaping and landscaping materials on their property. Plant materials, which exhibit evidence of insect pests, disease and/or damage shall be removed within 60 days, following notification by the County, and shall be replaced within the next appropriate planting season or within one year, whichever comes first.

XVI. Lot Sizes: Subdivision of Lots

A. Minimum Lot Size

Each lot or parcel in the Highway Commercial, Large Business Facilities, Highway Office, Business and Professional Office and Office/Light Industrial Development Areas of the Park shall have a minimum area of 1 ½ acres. No lot may be created by any act or conveyance which is less than 1 ½ acres in the above noted development areas. Each lot in the Medium/Large Scale Industrial and Large Scale Rail Industrial Development Areas shall have a minimum area of 2 acres. No lot may be created by any act or conveyance that is less than 2 acres in size in the Office/Light Industrial, Medium/Large Scale Industrial and Large Scale Rail Industrial Development Areas.

B. General Prohibition on Subdivision of Lots

Individual parcels or lots within the Park may be combined but, after being deeded to an owner by the County, further division of parcels or lots within the Park is prohibited, except as provided below.

C. Limited Division; County's Option

1. Conditions for Division

If an owner desires to sell an undeveloped portion of a lot and such portion is large enough to support additional development and the proposed parcel and remaining portion of the lot from which the proposed parcel is divided meet the minimum lot size requirement of these protective covenants, the minimum lot size requirements for the City of Stevens Point classification of the proposed parcel, and the requirements of all other applicable ordinances or laws are met, the owner may sell said portion of a lot, but only to the County. The County may refuse to purchase the proposed parcel for any or no reason, in which case the owner is prohibited from dividing the lot and conveying the proposed parcel.

2. County's Option

In the event the County chooses to purchase the proposed parcel, the County must notify the owner in writing of the County's intent to purchase the proposed parcel. The sale price shall be a portion of the original parcel purchase price paid by the owner determined by multiplying the original purchase price by a fraction of which the area in square feet of the proposed new parcel is the numerator and the area of the entire lot in square feet is the denominator, plus five percent (5%) of the maintenance expenses attributable to the proposed parcel determined by multiplying the total aggregate maintenance expenses for the entire parcel by the fraction set forth immediately above. The County's notice of exercise of the option must be delivered within sixty (60) days of receipt of a written notice from the owner of the owner's desire to divide a lot to create a proposed development parcel. Failure to so deliver a notice shall constitute a declination of the County to exercise the option. Payment of the sale price shall be in cash and closing shall be within thirty (30) days of County written notice. Conveyance of the proposed parcel shall be by Warranty Deed free and clear of liens or encumbrances except these protective covenants and recorded easements.

XVII. Waste Incineration

No waste materials shall be incinerated in the Park except in an incinerator specifically design and constructed for such purpose and approved or permitted by every governmental unit with jurisdiction. Any such incinerator shall be contained within the principal building on the owner's parcel.

XVIII. Additional Utility Easements

A. Easements Over Owner's Lots

All owners and occupants of individual lots or parcels within the Park shall cooperate with the County in the planning and granting of necessary and reasonable easements for gas, electric, telephone, sewer, water and access roads in addition to those already provided and shall grant such easements provided that such easements shall be located so as to permit full development of the lot under the restrictions of Section VI above.

B. County's Reservation

The County may create additional easements for utilities over lots owned by the County, if the County deems the same necessary and useful.

XIX. Satellite Dish Antennas

No satellite dish antenna shall be installed on any lot without the approval of the County and all other governmental bodies with jurisdiction. Approval will be subject to compliance with the following criteria, in addition to the provisions of laws, statutes, ordinances, codes or rules of any governmental body with jurisdiction:

A. Permitted and Prohibited Locations

Antennas may be erected or maintained only in the rear yard of a lot and not on a street side of a lot. Antennas shall not be located in any setback area or easement. Antennas are not permitted on a building roof unless specifically approved by the County and the City of Stevens Point Building Inspector.

B. Design and Screening

Any antenna shall be designed and located so as to minimize the visual impact of the antenna on surrounding properties and so as to not be visible from public streets. Any antenna must be screened from view by the addition of architectural features that match building facade and/or landscaping and plantings that harmonize with the existing elements and characteristics of the lot on which the antenna is located.

C. Open Air Requirements

No obstruction shall protrude into the airspace defined by the forward extension of a plane from the outer edge of the antenna dish to infinity and at the same horizontal and vertical angle as the central axis of the antenna dish.

D. Materials

Materials used in constructing the mounting for the antenna and the materials composing the antenna itself shall not be unnecessarily bright, shiny, garish or reflective.

E. Prohibited Markings

No advertising, lettering or symbols shall be placed on the dish face or any other antenna component.

XX. Review and Approval of Plans

A. Approval Required

No building or improvement (parking lot, access drives, landscaping, lighting, etc.) shall be erected, constructed, or placed on any parcel in the Park, nor shall any building or improvement be altered or modified until the plans for such building or improvement or alteration or modification, including the site plan, landscape plan, and building plans and specifications, have been reviewed and approved by the County and any governmental body with jurisdiction. The County and governmental bodies shall review and approve, approve conditionally, or disapprove such plans with respect to the conformity of the plans with these protective covenants as to the County, and with all applicable statutes, ordinances, laws, rules or codes as to governmental bodies with jurisdiction. The County shall also review the plans with respect to the harmony of the exterior design and land use with all property and developments within the Park. Failure of the County to act upon such building or improvement plans within sixty (60) days after submission shall be deemed to constitute approval of such plans unless an extension to the 60 days is mutually agreed to in writing by the County and parcel owner.

Any proposed use that will require water consumption from the City of Stevens Point at a volume greater than 60,000 gallons per day shall be approved by the City of Stevens Point prior to the County approving the sale of property for such development.

Any person desiring to have plans and specifications reviewed by the County shall submit such plans and specifications to the County at the Portage County Planning and Zoning Department, 1516 Church Street, Stevens Point, WI 54481, or at such other place as the County may designate in writing. The date of delivery to the County shall be the date upon which the time limit for review commences.

B. Plans

Plans drawn to appropriate scale shall be submitted to the County for review. Three (3) sets of all site plans and all building plans shall be submitted. Examples of desirable quality site and landscape plans are attached to these covenants. See Figures 1 and 2.

The County shall review plans and specifications for any improvements proposed for construction in the Park. The standards which the County shall apply in reviewing said plans and specifications are as follows:

1. Site plans shall show:

   a. Location of structure(s) on owner's lot (dimensioned).

   b. Dimensions on all front, side and rear yards, access drives, etc.

   c. A schedule showing:
      (1) Lot area.
      (2) Total area expressed in square feet of each building and of each floor of each building.
      (3) Number of parking spaces.
      (4) Number of employees.
      (5) Total square feet of impervious surface, including buildings, parking lots, loading areas, sidewalks, etc.

   d. Parking and access drive locations, stall dimensions, curbs, tire stops, loading docks, snow storage areas, etc.

   e. Size, location, access to and screening of trash receptacles and utility areas.

   f. Other paved areas and walls.

   g. Outdoor lighting, including location, direction of beams and foot candle calculations.

   h. A landscaping and screening plan showing the location, common and botanical names, planting size, root condition and quantity of all plant material. The plan shall also show all ground cover and mulch areas and landscape construction materials.

   i. Irrigation plan showing all underground water lines, irrigation heads and connection to water source.

j. Locations and dimensions of all easements.

k. Surface details of all outside areas, such as paving.

l. Design, size, location, illumination, etc., of all signs.

m. Designation of proposed future expansion areas.

2. Building floor plans, colored building elevations indicating materials used and other information.

a. Floor plans of typical floors.

b. Entrances, exits, loading docks, building service areas, etc.

c. Architectural treatment of all building exteriors (including roof equipment) materials, colors, etc.

d. Samples of exterior construction materials.

3. Grading Plan

a. Existing and proposed grades and contours.

b. Surface water drainage and detention facilities.

c. Finished grades at building.

d. Catch basins and storm sewer locations.

e. Connections to existing utilities.

f. Construction site erosion control plan.

4. Color Rendering - All projects proposed for construction in the Park shall submit a colored rendering of the project showing both front and side elevations of the building, as well as any parking areas, paving material and landscape areas.

C. Approval

After making such review, the County shall approve, approve subject to conditions or modifications, or disapprove the plans and specifications in writing within sixty (60) days of submission. A denial shall specify the reason or reasons why the request was denied. The County's decision shall be final with respect to approval or disapproval of the plans and specifications. The parcel owner seeking approval of their plans may

resubmit revised plans to the County to address shortcomings which the County identified during its review of the plans. The County's decision does not preclude any review or approval by the City of Stevens Point or any other governmental body or jurisdiction relative to review and approvals required under their codes or ordinances that may be in effect.

D. Subsequent Modifications

Subsequent changes to structures or landscaping alterations shall also be submitted for review by the County. All of the provisions of subsections XX A-C and E apply to review of plans for subsequent alteration.

E. Enforcement

In the event a parcel owner proceeds to make improvements without first having received the approval of the County as provided above, or in the event a parcel owner proceeds in a manner which does not comply with the plans and specifications as approved by the County, the County may take action to stop construction of the improvements. Action by the County shall consist of a notice to the owner who is proceeding in noncompliance with approved plans and specifications or without appropriate approval. The notice shall be in writing addressed to the last known post office address of the owner, sent by postage-prepaid United States certified mail or delivered personally. The notice shall advise the parcel owner of the nature of the violation and demand immediate cessation of work on the improvement. The parcel owner may request a meeting with the County, which shall be held within fifteen (15) days of the request. If the owner can demonstrate compliance with approved plans and specifications to the satisfaction of the County, the County shall rescind its order stopping construction; otherwise the owner shall remove such unauthorized improvements and restore the affected area to its original condition. Nothing in this subsection shall prohibit or limit the right of the County or a parcel owner from seeking equitable or legal relief through the Courts.

XXI. Maintenance Responsibilities

A. General Maintenance

Each parcel owner shall keep said owner's property and all contiguous street right-of-way areas to the edge of the pavement 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 waste.

2. Maintaining of all lawn by mowing to a height of less than five inches (5"), unless otherwise approved in writing by the County.

3. The maintenance of lawn and landscaped areas in a weed free, healthy and attractive condition.

4. The care and pruning of trees and shrubbery.

5. The maintenance of exterior lighting, signs and mechanical facilities. All such facilities shall be in continuous working order.

6. The keeping of all exterior building surfaces in a clean, well-maintained condition.

7. The striping and sealing of parking lots, driveway areas and access roads.

8. The removal of unlicensed, inoperable or abandoned vehicles.

9. Removal of snow and ice.

B. Maintenance During Construction

During construction, it shall be the responsibility of the parcel owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials, trailers, and the like are kept in a neat and orderly manner. Burning of excess or scrap construction materials is prohibited. Construction site erosion control practices shall be implemented to prevent erosion, sedimentation and pollution of water, soil and air during construction.

C. Maintenance of Unimproved Parcels

The owner of any undeveloped parcel must maintain said lands free of rubbish, noxious weeds, and mosquito breeding conditions.

XXII. Covenant Continuity; Transfer of Control; Modification

A. Continuity; County Assigns

Property within the Park shall be conveyed subject to the restrictions, covenants and conditions contained herein, all of which are to run with the land and shall be binding on all parties and all persons claiming any interest in said property.

B. Owners' Association

In the event the County ceases to have any ownership interest in any property in the Park, except for open space and landscape areas, then for purposes of administration of these protective covenants, the County shall

have the option to create an Owners' Association. The Owners' Association will consist of all entities owning parcels within the Park. Each parcel owner shall have representation in the Association proportionate to the size of the owner's parcel based upon one vote for each acre owned. Fractions of acres shall be entitled one vote if one-half (½) acre or greater. All decisions of the Owners' Association shall be by majority vote except waivers or amendments of the provisions of these protective covenants, which shall be by three-fourths (¾) vote. The Owners' Association shall by majority vote establish its own rules of procedure and methods of administration. Upon creation of the Owners' Association under this section, the County shall transfer to the Owners' Association the books of account, records and materials kept or maintained by the County pertaining to administration of these protective covenants and shall by Bill of Sale convey to the Owners' Association the signage, landscape areas and lighting, storm water detention ponds, wells and apparatus, if any, and any supplies or materials related thereto.

C. Amendment; Waiver

1. Amendment

These protective covenants may be modified or amended at any time by the County. No amendment or modification shall affect rights accruing to previously approved projects or approvals previously received by parcel owners under provisions of protective covenants affected by such amendment or modification.

Prior to amending these covenants, the County shall notify each parcel owner in writing of the proposed changes a minimum of 14 days prior to the meeting when the County is scheduled to take action on the covenant amendments.

2. Waiver

The County may grant a waiver of any provision of these protective covenants to a parcel owner where, due to special conditions, literal enforcement of a provision of the protective covenants would result in an unnecessary hardship, provided, however, (a) that such special condition was not produced by the owner, (b) that the spirit and purpose of the protective covenants is not compromised in the grant of the waiver; and (c) that the waiver does not result in a violation of any statute, law, ordinance, code or regulation of the City of Stevens Point or any other governmental body with jurisdiction.

D. Termination

These protective covenants shall exist into perpetuity unless rescinded by a three-fourths (¾) vote of owners of all of the property comprising the Park, except those parts dedicated to the public.

XXIII. Construction Start

A. Commencement and Completion of Construction

If an owner of a parcel sold by the County does not commence construction of a building or buildings thereon within twelve (12) months after the date of purchase and complete the construction of a building or buildings thereon within twenty-four (24) months after the date of purchase, the County shall have the option to repurchase the property. The owner may attempt to obtain an extension of the construction start and completion times through application to and approval from the County.

B. County's Repurchase Option

The County's option to repurchase the property shall be exercised by delivering a notice in writing to the owner within six (6) months after the expiration of such twelve (12) month or twenty-four (24) month periods or extended periods, if applicable. Closing of the repurchase option shall take place within sixty (60) days following delivery of the notice on a date designated by the County. The net purchase price to be paid by the County for the exercise of such options shall be the sum of the following:

1. The purchase price paid for the parcel by the owner;

2. The current market value of all improvements thereon paid for by the owner; and

3. All special assessments that may have been paid by the owner which were levied against the property during the period of such owner's ownership.

The following shall be paid out of the purchase price:

1. Unpaid real estate taxes and interest;

2. Proration of the then current year's real estate taxes through the date of closing;

3. The premium for a title insurance policy in the amount of the purchase price; and

4. All liens and encumbrances on the property of a definite or ascertainable amount.

Conveyance shall be by Warranty Deed, free and clear of all liens and encumbrances, except municipal laws and zoning ordinances, recorded easements for public utilities, and these recorded protective covenants and amendment thereto.

XXIV. Enforcement: Savings Clause

A. Enforcement

These protective covenants may be enforced by either or both of the following methods:

1. Action

The enforcement of the restrictions and covenants contained in these protective covenants may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any covenant to restrain such breach or to recover damages.

2. Notice and County's Right to Rectify

If any parcel owner has failed in any of the duties or responsibilities created by these protective covenants, then the County may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any such person fail to fulfill the duty or responsibility within such period, then the County shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the County within thirty (30) days after receipt of a statement of such work.

B. Non-Exclusive Enforcement

These protective covenants may be enforced by any parcel owned protected hereby, whether or not the County has sought to enforce or remedy the failure or breach of the protective covenant at issue within a reasonable time.

Nothing in subsection XXIV A shall be construed to abrogate or diminish any other legal right or remedy available to any person to enforce these protective covenants.

C. Saving Clause

Invalidation of any one of the covenants or restrictions contained within these protective covenants shall in no way affect or invalidate any of the other provisions hereof, which shall remain in full force and effect.

These protective covenants adopted this 18th day of March, 1997 by the Portage County Board of Supervisors.

PORTAGE COUNTY, WISCONSIN

By: Clarence Hintz

Title: Portage County Board Chairman

By: Roger Weyrauch

Title: Portage County Clerk

ACKNOWLEDGMENT

State of Wisconsin)
)SS
Portage County)

Personally came before me this 23rd day of April, 1997, the above named Clarence Hintz and Roger Weyrauch to me known to be the persons who executed the foregoing on behalf of the Portage County Board of Supervisors and acknowledged the same.

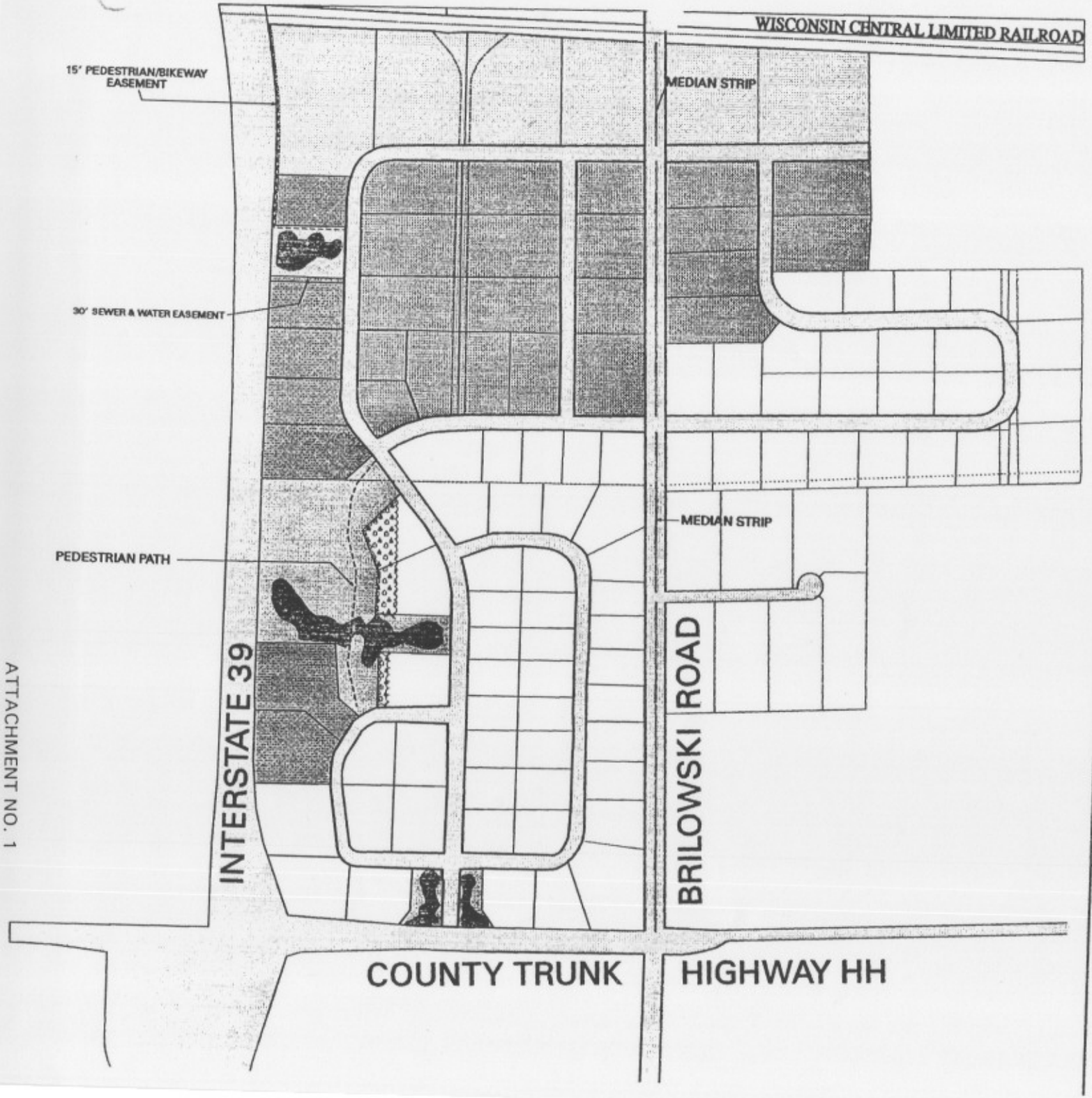
Shirley M Simonis
Notary Public, Portage County
State of Wisconsin
My Commission (expires) (is) 11-26-2000.

This instrument was drafted by Charles P. Kell, Director of Planning and Zoning, Portage County Planning and Zoning Department, 1516 Church Street, Stevens Point, WI 54481

PORTAGE COUNTY BUSINESS PARK

SITE DEVELOPMENT PLA

- HIGHWAY COMMERCIAL
- LARGE BUSINESS FACILITIES
- HIGHWAY OFFICE
- BUSINESS/PROFESSIONAL OFFICE
- OFFICE/LIGHT INDUSTRIAL
- MEDIUM/LARGE SCALE INDUSTRI
- LARGE SCALE RAIL INDUSTRIAL
- PARK/OPEN SPACE EASEMENTS
- RELOCATED POWER LINES



300 0 300 600 900 1200
FEET

1 inch = 800 feet

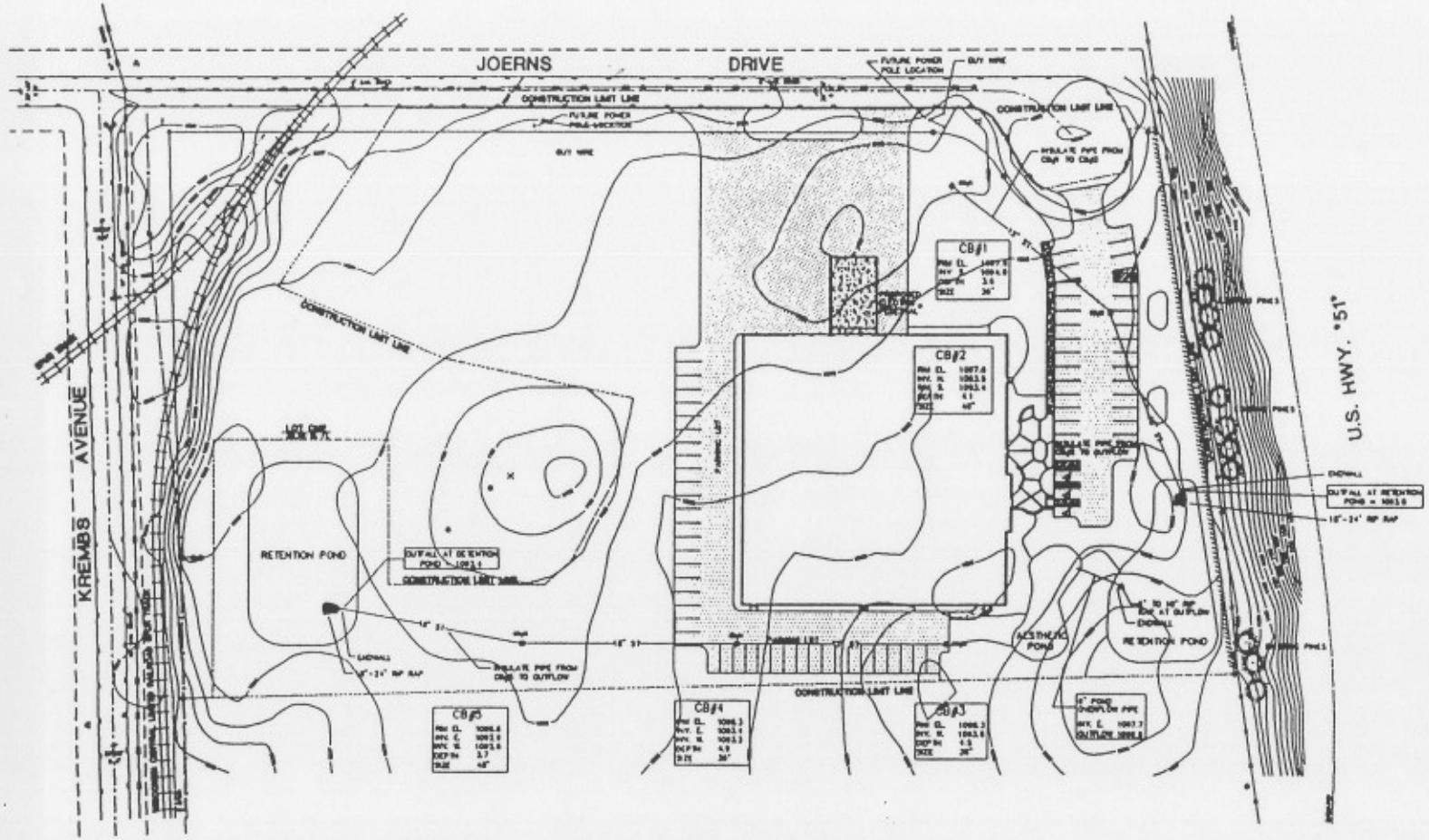
PORTAGE COUNTY WI PLANNING & ZONING DEPARTMENT

ATTACHMENT NO. 1

FIGURE 1

SITE PLAN EXAMPLE

(EMMONS - NAPP)



GENERAL NOTES

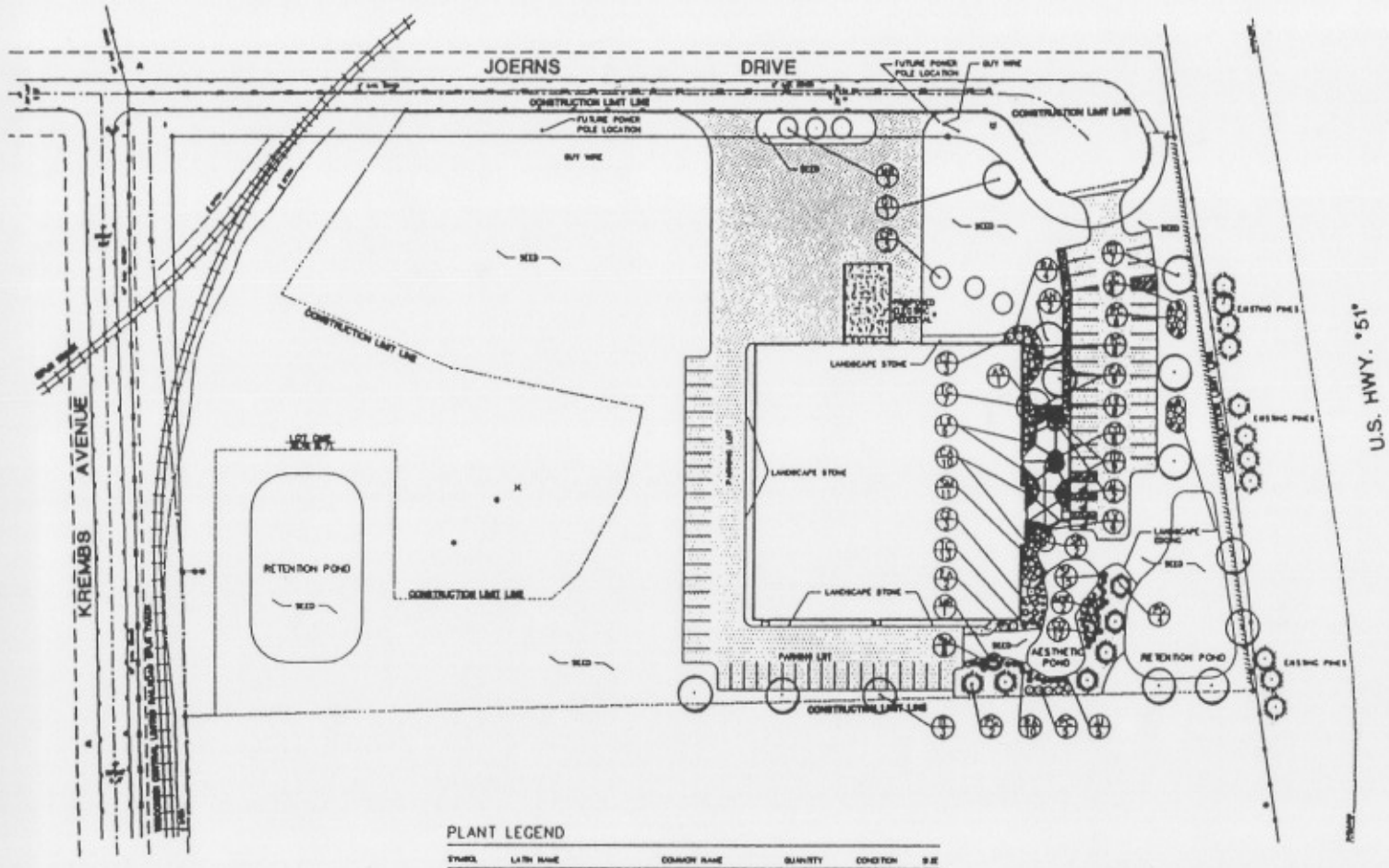
1. ALL CATCH BASINS SHALL BE EQUIPPED WITH A MINIMUM OF 6" OF ADJUSTING RINGS.
2. SILT FENCE SHALL BE PLACED AROUND ALL CATCH BASINS DURING CONSTRUCTION TO PREVENT INFILTRATION OF SILT AND OTHER MATERIALS INTO THE STORM SEWER.
3. SEE SHEET D-1 FOR CATCH BASIN, GRANULAR PAT LIMITS, AND BEDDING PAT LIMITS DETAILS.
4. STORM SEWER PIPE SHALL BE CONTECH A-2000 OR EQUAL.
5. 18"-24" RIP RAP AND FILTER FABRIC SHALL BE PLACED FROM THE STORM SEWER OUTFLOW TO THE BOTTOM OF THE RETENTION POND.
6. ALL OUTFLOWS SHALL HAVE CHOKWALL STRUCTURES AND BE EQUIPPED WITH SAFETY GRATES.
7. NORTH AMERICAN GREEN S150 EROSION CONTROL BLANKETS SHALL BE PLACED ON THE SIDE SLOPES OF THE PROPOSED RETENTION PONDS. SEE SHEET D-1 FOR DETAIL.
8. WHERE REQUIRED STORM SEWER PIPE SHALL HAVE 2" INSO INSULATION. SEE SHEET D-3 FOR DETAIL.

NOTE: This Site Plan example is shown only to illustrate a properly prepared plan, but does not represent a plan that will meet all the standards of the Portage County Business Park Covenants.

FIGURE 2

LANDSCAPING PLAN EXAMPLE

(EMMONS - NAPP)



PLANT LEGEND

SYMBOL	LATIN NAME	COMMON NAME	QUANTITY	CONDITION	SIZE
	(TREES)				
AL	AMELANCHIER LAEVIS	ALLEGANY SERVICEBERRY	2	BB	2"
AN	ACER RUBRUM	NORTHWOODS RED MAPLE	2	BB	2"
AS	ACER RUBRUM	NORWEGIAN SUNSET RED MAPLE	1	BB	2"
CF	CORNUS ALTERNIFOLIA	PAGODA DOGWOOD	3	BB	6"
CT	GLEDITSIA TRIACANTHOS	SKYLINE HONEYLOCUST	7	BB	2"
MR	MALUS "RED BARON"	FLOWERING CRAB	4	BB	2"
MW	MALUS "WHITE CASCADE"	FLOWERING CRAB	3	BB	2"
PG	PICEA GLAUCA "DENSATA"	BLACK HILLS SPRUCE	8	BB	6"
SR	SYRINGA RETICULATA	JAPANESE TREE LILAC	3	BB	2"
TE	TILIA X EUCHLORA	REDMOND LINDEN	3	BB	2"
	(SHRUBS)				
CE	CORNUS ELEGANTISSIMA	VARIEGATED DOGWOOD	6	CG	36"
CA	COTONEASTER ACUTIFOLIUS	PEKING COTONEASTER	19	CG	18"
CO	COTONEASTER APICULATUS	CRANBERRY COTONEASTER	30	CG	18"
EA	EUONYMUS ALATA	WINGED EUONYMUS	2	CG	36"
JC	JUNIPERUS CHINENSIS	PFITZER JUNIPER	6	CG	24"
JJ	JUNIPERUS CHINENSIS	MINT JULEP JUNIPER	5	CG	24"
LK	LONICERA KYLOSTEUM "NANA"	EMERALD MOUND HONEYSUCKLE	18	CG	18"
PC	PRUNUS X CISTENA	PURPLE LEAF SANDCHERRY	11	CG	36"
RA	RIBES ALPINUM	ALPINE CURRANT	14	CG	18"
SF	SPIREA x BUMALDA	GOLDFLAME SPIREA	15	CG	18"
SM	SPIREA x BUMALDA	GOLDMOUND SPIREA	23	CG	18"
TC	TAXUS CUSPIDATA	SPREADING YEW	27	BB	24"
TO	THUJA OCCIDENTALIS	TECHNY ARBORVITAE	8	BB	54"
	(ANNUALS)				
■	BY OWNER				

GENERAL NOTES

1. SITE CONTRACTOR SHALL CONTACT DIGGERS HOTLINE 3 DAYS PRIOR TO START OF CONSTRUCTION.
2. ALL PLANTS TO BE APPROVED BY LANDSCAPE ARCHITECT.
3. ALL LAWN AREAS TO BE SEEDED, FERTILIZED AND CRIMPED WAY MULCH.
4. 6" OF TOPSOIL SHALL BE PLACED IN ALL LANDSCAPED AREAS.
5. LANDSCAPE EDGING TO EDG-KING PLASTIC EDGING OR EQUAL.
6. 4" DEPTH OF SHREDDED HARDWOOD BARK MULCH IN ALL LANDSCAPE BEDS.
7. SEE SHEET D-3 FOR TREE AND SHRUB PLANTING DETAILS.
8. 4 OZ. FILTER FABRIC SHALL BE PLACED IN ALL LANDSCAPE BEDS.
9. ALL AREAS WITH LANDSCAPE STONE SHALL HAVE FILTER FABRIC AND 3" DEPTH OF 1 1/2" COURSE GRAVEL.
10. ALL TREES IN LAWN AREAS SHALL HAVE A 6' DIAMETER BARK MULCH CIRCLE WITH LANDSCAPE EDGING.
11. UP LIGHTING ALONG BUILDING SHALL BE ADJUSTED TO ALSO ILLUMINATE BUILDING FACE.
12. ALL LIGHTING SHALL BE PLACED IN LANDSCAPE BEDS.

LEGEND

		QUANTITY	NOTES
▲	UP LIGHTING	5	SEE SHEET D-2 FOR DETAIL
+	PATH LIGHTING	4	SEE SHEET D-3 FOR DETAIL
●	LIGHTING TRANSFORMER	2	120V SINGLE PHASE, GROUND FAULT, DUPLEX OUTLET BY OTHERS
●	AERATOR POWER CONTROL CENTER	1	ELECTRICAL CONNECTION BY OTHERS

NOTE: This Landscaping Plan example is shown only to illustrate a properly prepared plan, but does not represent a plan that will meet all the standards of the Portage County Business Park Covenants.

VOL 695 PAGE 0036