

**CITY OF OMRO
INDUSTRIAL PARK
PROTECTIVE COVENANTS**

(Updated on April 26, 2021)

Omro Industrial Park Protective Covenants

LEGAL DESCRIPTION

RE: The east half of the North East quarter of the North East quarter of Section Seventeen (17) Township Eighteen (18) North of Range Fifteen (15) East, in the First Ward, City of Omro, Winnebago County, Wisconsin, excepting there from the Two (2) following described tracts of land, viz:

1. The West One Hundred Sixty-seven (167) feet of the North Two Hundred Fifty (250) feet thereof.
2. The West Three Hundred Thirty-seven (337) feet of the East Four Hundred Three (403) feet of the North Two Hundred Fifty (250) feet thereof.

A part of the South East quarter of the North East quarter of Section Seventeen (17), T18N, R15E, in the City of Omro, Winnebago County, Wisconsin, which is bonded and described as follows:

Commencing at the East quarter corner of the said Section, thence South 89-27-10 West along the South line of said quarter Section 477.34 feet, thence North 00-03-32 West 226.50 feet, thence South 89-27-10 West 192.50 feet to a point on the West line of the East ½ of the South East quarter of the North East quarter of said Section, thence North 00-03-30 West along said line 1,099.78 feet, thence North 89-14-14 East 672.22 feet to the North East corner of the South East quarter of the North East quarter of said Section, thence South 00-02-33 West along the East line of the North East quarter of said Section 1,328.83 feet to the point of beginning.

These City of Omro Industrial Park Protective Covenants apply to all lots created and/or sold after April 26, 2021. Lots sold prior to April 26, 2021 are subject to covenants in force at the time of such sales. Any purchaser of land within the City of Omro Industrial Park who purchases land with notice of these Protective Covenants agrees to the applicability of these Protective Covenants and agrees to be bound hereby.

1. GENERAL PURPOSES AND CONDITIONS

The real property conveyed hereby, being a part of the Omro Industrial Park is subject to the conditions, covenants, restrictions, easements and protections hereby declared to insure proper use and appropriate development and improvements of each building site thereof; to protect the environment in this planned Omro Industrial park; to guard against the erection thereon of structures built of improper or unsuitable materials, to require conformance to applicable zoning ordinances and building codes; to insure reasonable development of said property as an industrial district including, but not limited to, proper setbacks from the street, adequate free space between structures, adequate parking, and in general, to provide for a high quality of improvements on said property, to insure that each building site will not adversely affect the general plan for physical development of the industrial workers in the area, nor be detrimental to the use or development of other properties in the Omro Industrial Park. It is the express purpose and intent of the Omro Area Development Corporation to create jobs and employment.

1. Land Use

A. All lands within the City of Omro Industrial Park shall be utilized only as provided in the permitted uses in the City of Omro's IP-1 Industrial Zoning District, with the following exceptions: that C-2 Highway Commercial uses and General Warehousing uses shall be deleted from the uses permitted within the City of Omro Industrial Park; sexually oriented adult entertainment and novelty establishments as listed and as not listed in Section 5.36 of the Omro Municipal code that derive 90% or more of their business from such nature will not be allowed within the parameters of the Omro Industrial Park regardless of proximity to residentially zoned areas. In addition to the land use restrictions provided supra, the following guidelines shall be followed to allow for the orderly development of the Industrial Park:

1. Omro Industrial Park Lots zoned as C-2 located west of Schwab Ave in Phase 1 shall be targeted for commercial development.
2. All other Omro Industrial Park real property zoned IP-1 located South of the C-2 in Phase 1 and shall be targeted for industrial development.
3. Omro Industrial Park real property located east of Schwab Ave (Lot numbers 25 thru 38) in Phase 2 shall be targeted for industrial development.

B. The Omro Area Development Corporation reserves the right to limit or restrict the use of a particular lot or lots in the Omro Industrial Park, which reserved rights, are hereby specifically relegated to the Omro Area Development Corporation.

2. Plans and Specifications

A. No buildings, fence, wall sign, advertising device, roadway, loading facility, outside storage facility, parking area, site grading, planting, landscaping, facility for industrial waste or disposal, or any other improvement shall be commenced, erected or constructed, nor shall any addition thereto or change or alteration therein be made (except to the interior of a building), or shall an change in the use of any premises be made until approval of the OADC. A complete construction package shall be submitted in writing for review to OADC 45 days before the OADC Board's monthly meeting. The OADC will notify the applicant concerning any deficiencies in a timely basis. Upon having a completed package, the OADC Buildings and Grounds Committee shall present to the OADC Board of Directors the project and make a recommendation. The Board of Directors shall vote on the proposed project and that decision shall be communicated to the applicant and City of Omro within 2 business days of the Boards decision. These finalized plans shall be filed permanently with the Omro Area Development Corporation and shall be followed by the applicant. The construction package to be submitted to OADC shall include:

- * a copy of state approved building construction plans to include but not limited to, electrical, structural, HVAC, inside-outside lighting, water drainage, etc. and specifications in accordance with Section 3 of these covenants, showing any natural, kind, shape, height, material, color scheme, lighting and location on the lot of the proposed use or change in the use of the premise.
- * Financial breakdown as to cost of said proposed improvements
- * A financial commitment from a recognized public or private financial source that covers all proposed expenses
- * Parking areas and driveways to be shown on the building lot layout plan including proposed surface in accordance with Section 4 of these covenants.

* Description of signage in accordance with Section 6 of these covenants prior to applying for city sign permit.

* Landscaping shown on building lot layout plan in accordance with Section 7 of these covenants.

* Outdoor storage showing screening of fencing shown on building lot layout plan in accordance with Section 8 of these covenants.

* Loading docks and vehicle maneuvering areas shown on building lot layout plan in accordance with Section 11 of these covenants.

* Any proposed variances to property or building.

*If a vacant lot is purchased, the buyers have 1 year from the date of purchase to submit a complete construction package to the OADC Buildings and Grounds Committee for approval.

B. The Omro Area Development Corporation shall have the right to refuse to approve any such plans or specifications or proposed use of the premises for any reason which the Omro Area Development Corporation, in its sole direction, may deem in the best interests of the Omro Industrial Park, the Owners/lessees, or prospective owners/lessees of the properties therein.

C. At such time as the Omro Area Development Corporation desires to relinquish its authority under these covenants, said authority shall transfer to its successors or assigns.

D. The City of Omro reserves the right to construct utility lines overhead and utility line, pipes and conduits underground through an area of not more than ten feet (10') in width across the real estate covered by this instrument and the Grantee or development of the District, including the granting of easements of not more than thirty feet (30') in width for future gas, water, sewerage, telephone, entrance and access roads and electrical lines, provided that no such area or easements shall interfere with any building planned for or constructed on the said real estate by the Grantee or Lessee.

E. Construction or alteration of all improvements in the Omro Industrial Park shall be in accordance with the requirements of all applicable building, zoning, and other codes and regulations.

F. All spoil or any excess of such spoil excavated during construction shall be directed as to placement of excess soil by the Omro City Engineer or Designee. The owner of the lot from which such clean spoil are being removed shall be responsible for all costs including but not limited to the leveling, grade preparation, silt fencing and erosion control, proper compaction on any area so designated for depositing the excess spoil within the Omro Industrial Park premises. However, if there is no need for excess spoil within the Omro Industrial Park, then the City Engineer or Designee will direct in writing that all excess spoil must be removed from the Omro Industrial Park at the owner's expense.

G. Under state codes, all developed properties need to have a ~~set~~ water drainage plan. It is the responsibility of the property owner to make sure that the originally approved plans for drainage were followed in the final excavation. The property owner is responsible for bringing property grade to existing master drainage plan.

3. Development Standards

A. Buildings: The front facade and street side facades shall be made of bricks, stones, architectural concrete panels, architectural metals, architectural woods and/or glasses. Unfaced concrete block, structural concrete, prefabricated metal siding, and the like are discouraged from

such facade areas. The use of these materials elsewhere shall only be in a manner approved by the Omro Area Development Corporation.

B. All elevations of the building shall be designed in a consistent and coherent architectural manner. No building shall exceed a maximum height of thirty-five feet (35') and must be no less than 2500 sq. ft.

C. No materials, supplies, or products shall be stored; temporary stored, or permitted to remain on the premises outside a permanent structure without the prior written consent of the Omro Area Development Corporation.

4. Parking

A. All present and future vehicular parking, including trucks, trailers, employee and visitor parking shall be provided on the premises and shall comply with all the provisions of the applicable Omro City regulations.

B. Parking is prohibited on all public streets within the Omro Industrial Park area.

C. Sufficient off-street parking shall be provided and planned for the businesses employees, customers, and visitors.

1. A minimum parking ratio of two (2) spaces for each three (3) employees shall be required on the maximum employment labor shift of the lot owner.

2. The total parking area space shall be a minimum of one hundred and eighty square feet (180 sq. ft.) per car.

3. Lots bounded by more than one (1) road may have parking areas within the building setback lines along roads other than the one (1) on which the building fronts, subject to approval of the Omro Area Development Corporation.

4. All parking areas and drives located to the sides, rear, and front of any building shall be improved with concrete or asphalt within twelve (12) months from time that the occupancy permit is issued for said improvement on the site. Parking areas in the Omro Industrial Park shall be maintained in a dust-free manner and must be properly drained. If said parking area of other required improvements are not to be completed at the time of occupancy, a quote must be presented documenting the amount of said postponed improvement (s) and an escrow as designated by the City of Omro Administrator or letter of credit (or bond) equivalent to 110% of said quote must be provided to the OADC prior to occupancy.

All driveway aprons in the city right of way must be concrete or asphalt and meet all dimensions and specifications per Omro City Ordinance.

5. Building Setback Requirements

A. Front Yard: No building shall be constructed on a site nearer than thirty feet (30') of the right-of-way of any public street or highway. In the case of corner lots, no building shall be constructed within the designated setback of both abutting public streets and highways.

B. Side Yard: The minimum side yard shall be twenty feet (20').

C. Rear Yard: The minimum rear yards shall be twenty feet (20'), except the lots abutting U.S. Highway 21, will be setback thirty feet (30') from Highway 21.

6. Signs

A. A scale drawing of any sign, trademark, or advertising device to be used on any lot or exterior of any building or structure shall be submitted to the Omro Area Development Corporation for review prior to submission to the City of Omro. Normally, the occupant's trademark and/or trade name may be displayed on the building in the manner in which they are generally used by the occupant.

B. Signs within the Omro Industrial Park shall comply with the City of Omro Sign Ordinance in effect on the date a sign is installed.

C. Billboards are not permitted.

7. Landscaping/Fencing

A. The front yard setback area of each site shall be either landscaped with an effective combination of street trees, trees, ground cover (grass), and shrubbery or utilized for parking per section 4. All unpaved areas not utilized for parking shall be landscaped in a similar manner, within one year after construction or change of ownership is completed. The entire area of any property fronting on the Highway 21 shall be densely landscaped with a combination of landscape plantings and berming to create an effective visual screen on all use areas with the exception of the building facade.

B. Side and rear yard setback areas not used for parking or storage shall be landscaped utilizing ground cover and/or shrubs and trees.

C. Undeveloped areas proposed for future expansion shall be maintained in a weed-free condition and shall be landscaped, as required by Omro Area Development Corporation and municipal code.

D. Architectural review by the Omro Area Development Corporation will take into account the appearance of all buildings, parking areas, and storage areas as viewed from Highway 21.

E. Fences, walls, structurals, or other landscape foliage (other than grass) may not extend forward of the city right of way.

8. Outdoor Storage

A. No outside storage of any kind (including pallets and skids) shall be permitted unless such storage material is visually screened from all access streets, Highway 21, and adjacent properties with a suitable fence at least six feet (6') in height or equal to the height of said contained material with a maximum of eight feet (8'), whichever is greater. Said screening shall form a complete opaque screen up to a point six feet (6') or higher if needed or required by the Omro Area Development Corporation.

B. No storage shall be permitted between a frontage street, or public street, highway, and building line.

C. No waste materials or refuse may be dumped or permitted to remain on any part of the property outside of the building.

D. Storage of bulk fluids must be underground or in an appropriate above ground container and visually screened as set forth above.

9. Street Number Marking

All buildings in the Omro Industrial Park must have their street number displayed in a clearly visible and lighted area on the side of the building facing the street. This will allow the building to be quickly located in the case of an emergency.

10. Covenant Committee

A Covenant Committee shall be appointed consisting of five (5) members, two (2) of whom shall be designated by the owners of all lands subject to these covenants and three (3) members designated from the membership of the Omro Area Development Corporation. This committee make-up shall remain the same until fifty percent (50%) of the land is sold and improved with buildings, at which time one (1) of the members designated as a party interested in the City shall be replaced by a member to be chosen by the remaining four (4) members, from among those persons who are either individual owners, or the principal officers of a corporate owner of lands within the said Omro Industrial Park, which is the subject of this declaration. Vacancies shall be filled in the same manner. The Omro Area Development Corporation may from time to time, select successor committee members from the Omro Area Development Corporation's membership. The successor to said office shall have the authority to succeed as a committee member. A majority of three (3) members shall be empowered to act as and for the Covenant Committee on any matter under jurisdiction of said committee with a minimum of two (2) Omro Area Development Corporation members present. The City of Omro Industrial Park Protective Covenant for the Omro Industrial Park shall be reviewed annually by the Covenant Committee and/or Omro Area Development Corporation.

11. Loading Docks

A. Any lots fronting Highway 21 shall have loading docks facing south.

B. A designated maneuvering area shall be established within the dimensions of the site, and in observance of the respective setback requirements.

C. All loading and maneuvering areas shall be entirely contained on-site and behind the property line. No vehicle shall be allowed to protrude beyond the property line while loading or unloading.

12. Refuse Collection Areas

A. No rubbish may be burned on the premises within the Omro Industrial Park except in an incinerator especially constructed and designated for this operation and approved by the Omro Area Development Corporation and the Wisconsin Department of Industry, Labor, and Human Relations.

13. Maintenance

- A. Each lot owner shall at all times keep his premises, buildings, improvements, and appurtenances in a safe, clean, neat, and sanitary condition and shall keep all grass (mowed and under 8" in height), trees, and shrubbery in good appearance at all times and shall comply with all laws, ordinances, and regulations pertaining to health and safety codes. Each lot owner shall provide for the removal of trash and rubbish from his premises.
- B. During construction, it shall be the responsibility of each lot owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and those construction materials, trailers, shacks, and the like are kept in a neat and orderly manner.
- C. It is the responsibility of the property owner to ensure that the landscaping is maintained in an attractive condition. The owner shall replace any damaged or dead trees, shrubs, ground covers, and sod within twelve (12) months or upon notifications by the Omro Area Development Corporation.
- D. The Declarant agrees to maintain all undeveloped land owned by it within the Omro Industrial Park in a manner compatible with the provisions of these Covenants.
- E. The lot owner shall control soil and water loss, so as to prevent damage to other properties and structures in the Omro Industrial Park and beyond.

14. Commencement/Completion of Construction/Repurchase Options

- A. Lot owners agree to commence in good faith the construction of building and site improvements, duly approved in accordance with these City of Omro Industrial Park Protective Covenants, par 2, "Plans and Specifications" hereof, twenty-four (24) months from the date of the deed by which lot owners acquired the lots and to substantially complete same within a reasonable time thereafter.
- B. If, after the expirations of said twenty-four (24) months, a lot owner shall not have begun in good-faith the construction of an acceptable building upon said property, the Omro Area Development Corporation shall have the option to refund the purchase price, (minus any allotment paid to the owner for consideration of easements, encroachments or for any other reason), and enter into possession of said property. The lot owner hereby agrees to appoint the City of Omro's City Administrator as the lot owner's Attorney-in-fact, to sign any such required deed and/or other transfer documents to accomplish the reconveyance in the event the Omro Area Development Corporation exercises this repurchase right. The Attorney-in-fact shall be authorized to reconvey the subject parcel to the City of Omro in the event the Omro Area Development Corporation exercises its repurchase option. The Attorney-in-fact may execute documents deemed necessary to accomplish this purpose, on behalf of the lot owner, without liability to the lot owner.
- C. In the event any owner of land subject to these restrictive covenants shall desire to sell any part of the land which at the time is unimproved, , then the Omro Area Development Corporation shall have the prior right and option to purchase the unimproved premises proposed to be sold at the same price per acre paid by the owner of said land when originally acquired from the Omro Area Development Corporation (minus any allotment paid to the owner for consideration of

easements, encroachments or for any other reason). Prior to any sale of such premises, the owner of such tract, his successors or assigns, shall notify the Omro Area Development Corporation in writing of his intention to sell, describing the premises to be sold, and the Omro Area Development Corporation shall have sixty (60) days from the date of receipt of such notice to exercise its option.

D. In the event of acceptance of such offer by the Omro Area Development Corporation, conveyance shall be by warranty deed free and clear of all liens or encumbrances. In the absence of written notification sent by the Omro Area Development Corporation or its election to exercise said option, such owner shall be free to sell such premises to any persons, firm, or corporation and at any price deemed desirable by such owners.

E. Use of said lands by any subsequent owners shall be subject to the applicable Zoning Ordinances, restrictions, and regulations of the City of Omro and these City of Omro Industrial Park Protective Covenants.

F. All property owners of land in the City of Omro Industrial Park shall notify with the Omro Area Development Corporation prior to selling or leasing any parcel within the Industrial Park.

15. Variances

Notwithstanding anything herein contained to the contrary, the Omro Area Development Corporation expressly reserves the right at any time and from time to time to authorize variances from the strict application of these City of Omro Industrial park Protective Covenants or any one (1) or more of them where the circumstances, in its sole and exclusive judgment, justifies the granting of same. Any variances hereunder shall be in writing and executed by an authorized officer of the Omro Area Development Corporation.

16. Enforcement and Invalidation

A. In the event a lot owner violates any of the terms or conditions hereof and fails to cure same within thirty (30) days, after the receipt of a written notice from the Omro Area Development Corporation to do so, then the Omro Area Development Corporation hereby reserves the right, privilege, and license to enter upon the premises at any time and take action to cure such violation(s). All reasonable cost thereof shall be at the expense of the violator. In addition, the Omro Area Development Corporation may pursue any other legal remedies available to it to enforce the City of Omro Industrial Park Protective Covenants and restrictions set forth herein.

B. The invalidation of any one (1) or more of the City of Omro Industrial park Protective Covenants, or the restrictions herein set forth, or the failure to enforce any of the said restrictions at the time of its violation(s), shall in no way effect any of the other restrictions, nor be deemed a waiver of the right to enforce the same thereafter.

17. SUBSEQUENT AMENDMENT/ALTERATION TO PROTECTIVE COVENANTS

Any purchaser of land within the Omro Industrial Park who purchases land with notice of these protective covenants agrees to be bound by any reasonable amendment or alteration to these covenants as determined by the Omro Area Development Corporation in its sole discretion. The Omro Area Development Corporation shall possess the absolute right and authority to alter or amend these protective covenants as it sees fit in the best interest of the Omro Industrial Park.

All purchasers of land within the Omro Industrial Park consent to any reasonable amendment or alteration to these covenants as determined by the Omro Area Development Corporation in its sole discretion.