

Marshfield Industrial Park – East Side Protective Covenants & Zoning

Protective Covenants:

1. That each and every parcel of land sold and conveyed in Marshfield Industrial Park Subdivision shall be sold and conveyed subject to the following restrictions, covenants and conditions, to-wit:
 - a. In the event a purchaser fails to start construction or make substantial use of the land within two years of the date of purchase, the City of Marshfield shall have the option of repurchasing the land at the original sales price, plus the depreciated cost of any improvements of the value made to or on the land by the purchaser, plus any special assessments paid by the purchaser which related to said lands, with an interest rate of 6% per annum from the date of payments of the purchase price, date of completion of improvements and date of payment of special assessments.
 - b. In the event a purchaser elects to sell any portion of land which is not being used in connection with the business of the purchaser or which the purchaser desires to sell separate and distinct from any sale of business, the same shall first be offered for sale to the City of Marshfield and the City shall have the option of repurchasing the land at its original sales price, plus the depreciated cost of any improvements of value made to or on the land by the purchaser, plus any special assessments paid by the purchaser which relate to said lands, with interest at the rate of 6% per annum from the date of payment of the purchase price, date of completion of improvements and date of payment of special assessments.
 - c. The City shall have 90 days from the expiration of the two-year time limit or notice of intent to sell by the purchaser to exercise the option unless an extension of time may be mutually agreed upon and set forth in writing. Acceptance or rejection of the option shall be by 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 or encumbrances created by act or default of purchaser.
 - d. If the City does not exercise its option as prescribed above, then the purchaser may sell said lands to any person, firm or corporation and the City of Marshfield shall have no further interest therein except as to the restrictions listed below.
 - e. All railroad service to and within this subdivision is to be subject to any agreements in effect between the Wisconsin Central Limited Railroad and the City of Marshfield.
 - f. A purchaser may not lease or rent any of his parcels of land to any other person, firm or corporation except for such land as may be necessary for the use of leased or rented buildings or structures.
 - g. Railroad lead tracks may not be used for loading or unloading purposes unless a variance is made by the Industrial Parks Authority.
2. That the purchase price of every parcel of land sold and conveyed in the above describe property shall include:
 - a. Sanitary sewer installed in a street or easement adjacent to the property. The location is to be at the option of the Authority. Special assessments for all sanitary sewers will be paid by the Authority.
 - b. Sewage lift station fees where applicable.

- c. Water main installed in a street or easement adjacent to the property. The location is to be at the option of the City.
- d. A roadway open to traffic in a public street. Such roadway is to be constructed when and to the extent necessary to provide service to the property and shall consist of a gravel base with an asphalt surface and roadside drainage ditches. The abutting property shall be liable for special assessment levies for any street improvement project in excess of the above.
- e. Railroad lead track. Track will be furnished only to those properties in which the purchase price includes the premium established by the authority for such service. The Authority shall be the owner of and responsible for the maintenance and repair of such lead track.

Zoning:

In the Industrial Park all buildings, structures and premises shall be used and built in compliance with the Zoning Code of the City of Marshfield.

1. In addition to the requirements of Chapter 17, the Zoning Code of the City of Marshfield, the following information shall be submitted to the Building Inspector:
 - a. A plot plan showing present and proposed driveways, buildings, off street parking and loading areas and other accessory uses.
 - b. Any other information which may be necessary to determine that the proposed use and construction complies with the conditions and requirements of this document.
2. Open Space Requirements: All open and unoccupied areas shall be maintained as follows:
 - a. Driveways and parking areas shall be surfaced with asphalt, concrete or any other material or combination of materials that will provide a hard, durable, dust-free surface.
 - b. All required yard areas (except for driveways and parking areas) shall be landscaped and maintained in such a manner that they will be aesthetically attractive.
 - c. All other open or unoccupied areas shall be continuously maintained in a dust-free condition.
3. Loading areas shall be constructed and maintained upon a building site in such a location that any vehicle transporting goods, wares, merchandise or materials to or from a building site shall not be required to park on any street or in any minimum front yard or any street side corner lot. Provided, however, that if a building is setback further than the minimum yard requirements, the area of setback beyond the minimum yard requirements may be used for loading purposes.
4. Storage of all materials, products, either in the process of construction or fabrication, or in completed form, equipment, or other necessary tools or articles outside of any building shall be in an area designated for such purposes and enclosed by a fence, other storage appropriate enclosure, or landscaping which shall screen such storage. Plans for other storage arrangements must be approved by the Industrial Park Authority in writing. In any case, there shall be no open storage of materials, supplies, or products that would conflict with the Performance Standard of this Section or the Zoning Code.