

Declaration of Covenants, Conditions and Restrictions For The Dorchester Industrial Park

In Re Title To : Lands and premises located in the Village of Dorchester, Clark County, Wisconsin and more particularly described as follows, to wit:

The NE1/4 of Section 13 T29NRIE and

476
A parcel of land to be included in a T.I.F. District located in the East one-half of the Southwest one-quarter (E1/2-SW1/4), and the South one-half of the Southeast one-quarter (S1/2-SE1/4) of Section Twelve (12), Township Twenty-nine North (T. 29 N.), Range One East (R. 1 E.), Village of Dorchester, Clark County, Wisconsin, Described as follows;

Beginning at the South one-quarter corner of said Section Twelve, thence East along the South line of said Section Twelve to the Southeast corner of said Section Twelve;

Thence North along said East line of said Section Twelve a distance of 300 feet;

Thence West parallel with and 300 feet North of the South line of said Section Twelve to a point 165 feet East of the West line of said SE1/4-SE1/4 of Section Twelve;

Thence North parallel with and 165 feet East of said West line to the North line of said SE1/4-SE1/4 of Section Twelve;

Thence West 165.00 feet to the Northeast corner of said SW1/4-SE1/4 of said Section Twelve;

Thence West along the North line of said SW1/4-SE1/4 of Section Twelve to the Easterly right-of-way of a Township road, said right-of-way being parallel to and 33 feet East of the West line of said W1/2-SE1/4 of Section Twelve;

Thence South along said Easterly right-of-way to a point 1,000.00 feet North of the South one-quarter corner of said Section Twelve;

Thence West to the East line of said East 1/2 of the SW1/4 of said Section Twelve;

Thence North along said East line to the Northeast corner of said E1/2 of the SW1/4 of Section Twelve;

Thence West along the North line of said E1/2 of the SW1/4 of said Section Twelve 768.00 feet more or less to the Easterly right-of-way of the Soo Line Railroad;

Thence Southwesterly along said right-of-way 1,050 feet;

Thence East 750.00 feet;

Thence South 540.00 feet;

Thence West to the Easterly right-of-way of said Soo Line Railroad;

Thence Southwesterly along said right-of-way to a point 942 feet North of the South line of said Section Twelve as measured along said right-of-way;

Thence East 209 feet;

Thence Southwesterly parallel to and 209 feet East of said right-of-way 909 feet to the North right-of-way of C.T.H. 'A';

Thence East along said right-of-way to a point 1,920 feet East and 33 feet North of the Southwest corner of said Section Twelve;

Thence North 150 feet;

Thence East 410 feet;

Thence North 217 feet;

Thence East 267.5 feet, more or less to the West right-of-way of Liberty Avenue;

Thence South along said West right-of-way 400.4 feet more or less to the South line of said Section Twelve;

Thence East to the South one-quarter corner of said Section Twelve to the point of beginning.

These covenants shall be administered by members of the Dorchester Village Board.

BY ORDER OF THE VILLAGE BOARD OF THE VILLAGE OF DORCHESTER, WISCONSIN, the following Covenants, Conditions and Restrictions shall apply to the lands within the Village of Dorchester Industrial Park ("the Park"), as described above herein:

PURCHASE OF PROPERTY BY VILLAGE OF DORCHESTER

If a buyer of any lot within the Park does not commence construction of a building or buildings therein within 12 months after the date of purchase and complete the construction of a building or buildings thereon within 2 years after the date of purchase, the Village of Dorchester shall have the option to purchase the property. Such option shall be exercisable upon delivery in writing of a notice to the buyer within 6 months after the expiration of such 12 month or 2 year period. Closing shall take place within 60 days following the exercise of such option on such date as shall be designated by the Village specified in such notice. The purchase price to be paid by the Village upon exercise of such option shall be the sum of the following:

- (a) The purchase price paid for the land by the buyer;
- (b) The current market value of all improvements thereon paid by the buyer; and
- (c) All special assessments which may have been paid by the buyer,

less the sum of the following:

- (a) Unpaid real estate taxes and unpaid special assessments;
- (b) Proration of current year real estate taxes to date of closing;
- (c) Title insurance policy premium; and
- (d) Liens and encumbrances on the property.

Conveyance to the Village shall be by warranty deed, free and clear of all liens and encumbrances. Seller shall furnish title insurance at the seller's expense for the full amount of purchase price.

RESALE OF VACANT PARCELS

In the event a buyer elects to sell all or any portion of a lot that is vacant, the same shall first be offered for sale, in writing, to the Village of Dorchester at a price per acre computed as set forth in the above Purchase of Property by Village of Dorchester provision. The Village shall have 60 days from the receipt of such offer to accept or reject same. Acceptance or rejection of such offer shall be affected by a majority vote of the Village Board in attendance at a meeting of the Dorchester Village Board. Upon acceptance by the Village, conveyance to the Village shall be by warranty deed free and clear of all liens and encumbrances. If the Village rejects said offer, the buyer may then sell such property to any other buyer; however, all other terms and conditions of this document shall remain in effect.

Nothing contained herein shall be deemed to give the Village a right of first refusal or option to purchase in the event a buyer of a parcel who has improved the same by construction of a building or buildings thereon shall propose to sell all such property as one parcel together with the improvements thereon; it being intended that the provisions of this shall apply only to the resale of vacant parcels.

LAND USE

No land shall be used for any purpose other than as permitted in the Manufacturing District as provided in the Village of Dorchester Zoning Ordinance in force and effect on the date of this document and as the same may be hereafter amended. The Dorchester Village Board reserves the right to limit or restrict the use of a particular lot or lots under the provisions of these covenants.

PLANS AND SPECIFICATIONS

No buildings, fence, wall, sign, advertising device, roadway, loading facility, outside storage facility, parking area, site grading, planting, landscaping, facility for industrial waste or sewage disposal, nor 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), nor shall any change in the use of the premises be made until the plans and specifications have been submitted to and approved in writing by the Village of Dorchester. The Village of Dorchester shall have the right to refuse to approve any such plans or specifications or proposed use of the premises for any reason which the Village of Dorchester, in its sole discretion, may deem in the best interests of the Dorchester Industrial Park and the owner or lessees or prospective owners or lessees of other properties therein.

OPEN STORAGE

All material or products stored outside the buildings must be behind the building set-back line from the street and must be screened from view from the street with solid fencing or screening approved by the Dorchester Planning Commission. All trash must be enclosed by a fence of solid material such as will provide a suitable visual screen. Minimum height of such fence shall be 6 feet. The fence must be kept painted or have such other finish as is generally accepted for good appearance. Wire fence is not acceptable for this purpose.

No waste material shall be burned on the premises except in an incinerator designed and constructed for such purpose and in compliance with applicable statutes and local ordinances.

SIGNS

Signage is limited to one free standing or applied building identification sign promoting the name and/or trademark of the tenant of the parcel on which the sign is to be placed. A site plan shall be submitted to the Dorchester Village Board for review and prior approval of any sign, flagpole, fountain, or fence.

Flashing, blinking, moving light signs and signs having revolving or moving parts are expressly prohibited.

Lots within the Village of Dorchester Industrial Park may be fenced with materials including wire mesh, chain link, brick, wood, or decorative masonry to a height not exceeding 8 feet unless otherwise approved in the site plan. Fences must be kept in good repair and wood must be kept painted or stained. Fences shall not be permitted in the front yard of the building set-back area. Provisions must be made for access by fire department apparatus to all sides of any building.

BUILDING APPEARANCE

All faces of all buildings must be kept in good repair and appearance at all times. All buildings must be approved construction in conformance with all federal, state and local building codes.

NUISANCES

No noxious, dangerous or offensive activity shall be conducted upon any land, lot or portion of any lot, nor shall anything be done thereon which may be or may become an annoyance, hazard or nuisance to abutting properties or the area or neighborhood in general.

There shall be no effect upon properties in the area from the emission of noise, dust, odor, glare, vibration, smoke or any other emission or waste which might constitute a nuisance or hazard.

All activities in the Dorchester Industrial Park must conform to the Village of Dorchester Zoning Ordinance.

MAINTENANCE

Lot owners shall at all times keep their premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition and shall keep all grass, trees, and shrubbery in good appearance at all times and shall comply with all the laws, ordinances, and regulations pertaining to health and safety. Owners are responsible for the removal of rubbish and trash from their premises.

During construction, it shall be the responsibility of each owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks, and the like are kept in a neat and orderly manner.

The property owner must maintain all undeveloped land owned within the Dorchester Industrial Park in a manner compatible with these maintenance provisions. Farmland shall be maintained in a condition that is neat and does not negatively impact surrounding parcels. The Dorchester Village Board may require farmland to be kept free of weeds or crops and may require landscaping if farmland is negatively impacting surrounding parcels.

SEVERABILITY

Invalidation of any one of the covenants, conditions, or restrictions herein, or any severable part thereof, by judgment or court order shall in no way affect any of the remaining provisions, which shall continue in full force and effect.

COVENANTS, CONDITIONS AND RESTRICTIONS TO RUN WITH THE LAND

Each lot shall be conveyed subject to the covenants, conditions and restrictions as set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming by or under them until and unless an instrument terminating or modifying such covenants, conditions and restrictions is recorded by the Village of Dorchester. Any such modification or rescission hereof shall be in compliance with the paragraph below.

MODIFICATION AND AMENDMENT

The covenants, conditions and restrictions set forth herein may be amended only upon the execution and recording of a written instrument to said effect adopted by a three-quarters (3/4) majority of the Dorchester Village Board in attendance at a meeting of the Dorchester Village Board.

ENFORCEMENT

These covenants, conditions and restrictions may be enforced by the Dorchester Village Board, their designee, or by any land owner by the proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain the violation or to recover damages. The failure to enforce any covenant, condition or restriction shall in no event be deemed to waive any right to do so thereafter or the right to enforce any other covenant, condition or restriction.

The Dorchester Village Board may enforce any and all of the provisions within these covenants, conditions and restrictions by first providing the landowner and/or occupant of the premises with a written request to comply with the particular provision the Board believes to be violated. If the request is not honored within a reasonable period of time as determined by the Dorchester Village Board, a second written request to comply within a reasonable period as determined by the Dorchester Village Board shall be given. If the second request is also completely or partially disregarded in the estimation of the Dorchester Village Board, then the Village may hire an independent contractor or direct its own Village employees to rectify the situation and bill the property owner for the full cost of any services so rendered. If such costs are not paid in a timely manner by the property owner, the Village shall levy the amount left outstanding as a special assessment and add said amount to the property owner's property tax bill. The Village shall apply the powers granted it under Wisconsin Statutes Section 61.34(4) to collect said special assessment.

The Village of Dorchester zoning ordinance is still in full force in said Industrial Park except where the provisions in these covenants, conditions and restrictions are more restrictive.

GOVERNMENTAL APPROVALS AND PERMITS

Approval of plans and specifications as described herein in no way relieves any party from obtaining any required approvals or permits from any governmental authority. Any application or approvals and permits shall be based on the plans approved by the Dorchester Village Board.

EFFECTIVE DATE

This resolution becomes effective July 1, 1996 and it is intended to apply to all parties who own property within the boundaries of the Dorchester Industrial Park.

This resolution shall be in full force and effect from and after its passage and publication as provided by law.

Dated: June 5, 1996.

VILLAGE OF DORCHESTER

By James Jantsch
James Jantsch, President

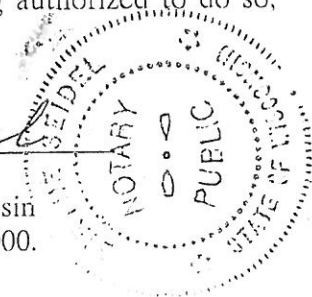
Attest Judy Robida
Judy Robida, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF CLARK)

Personally appeared before me this 5th day of June, 1996, James Jantsch and Judy Robida, who acknowledged that they were President and Clerk, respectively of Village of Dorchester, a Wisconsin municipality, and that they, as such President and Clerk, being authorized to do so, executed the foregoing instrument on the municipality's behalf.

Birthe Seidel

Birthe Seidel
Notary Public, State of Wisconsin
My commission expires 1/16/2000.



Adopted: June 5, 1996

Publication date:

June 12-1996

Drafted by: James Jantsch

459776
RCVD & RECORDED 677196
AT 9:00 A.M. IN VOL
553 OF RECDs, PAGE 166.
CLARK CO., WIS BY

Ernest Oberhelman pd 30.00

Ms 53753

*Village of Dorchester
Dorchester, Wis 54428*

STATE BAR OF WISCONSIN FORM 2-2000
WARRANTY DEED

Document Number _____

Spent 12-3-2003 to # 14.00
Register of deeds

This Deed, made between Village of Dorchester

_____ Grantor,
and Blume Farms Land And Cattle

_____ Grantee.
Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate in Clark County, State of Wisconsin (if more space is needed, please attach addendum):

See attached description

Recording Area _____

Name and Return Address

Blume Farms Land And Cattle
700 E. 2nd Ave.
Dorchester, WI 54425

Exceptions to warranties: Streets, right-of-ways, ordinances, reservations, restrictions, exceptions, conditions, covenants, and easements, if any, of record.

Part of 116.0355.000

Parcel Identification Number (PIN)

This is not homestead property.
(s) (is not)

Date this 30th day of December, 2003.

BY: Bea Seidel
* Bea Seidel, President

ATTEST: Judy Robida
* Judy Robida, Clerk

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____,

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____ authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Judy Robida

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

Clark County)

Personally came before me this 30th day of December, 2003 the above named.

Bea Seidel & Judy Robida

to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Susan K. Lindau

* Susan K. Lindau

Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date: _____)

*Names of persons signing in any capacity must be typed or printed below their signature.

STAPLE ATTACHMENTS HERE

Wisconsin Real Estate Transfer Return - Confidential



To complete see *Instructions for Real Estate Transfer Return PE-500A*

Submit original form to Register of Deeds with document(s) to be recorded. Completely fill in all appropriate areas. TYPE or PRINT clearly in BLACK INK and use ALL UPPERCASE LETTERS. If typing form, type through vertical character lines.

I. GRANTOR (Seller)

If more than ONE (1) grantor, check box at left and list on attached addendum. Note: Lines 57-72 must be completed with grantor's address.

1. Your Last Name or Company Name: **VILLAGE OF DORCHESTER**

2. Your First Name(s) and Middle Initial(s): **391023072** (Social Security Number or FEIN)

II. GRANTEE (Buyer)

If more than ONE (1) grantee, check box at left and list on attached addendum.

4. Your Last Name or Company Name: **BLUME FARMS LAND AND CATTLE**

5. Your First Name(s) and Middle Initial(s): **391924046** (Social Security Number or FEIN)

7. Street or Fire Number, if any: **700**

7a. Street Name, PO Box, or Other Address: **E 2ND AVE**

8. City: **DORCHESTER**

9. State: **WI**

10. Zip Code: **54425**

TO RECEIVE TAX BILL AT ANOTHER ADDRESS, check here and complete Section X, page 2.

III. PROPERTY TRANSFERRED

11: Indicate: City Village Town Check if additional parcels and list on attached addendum.

12. Name of the City/Village/Town: **DORCHESTER**

13. County Name: **CLARK**

14. Physical Property Address or Road Address (description): **E 2ND AVE**

15. Tax Parcel Number as it appears on Property Tax bill (see instructions): **PART OF 116.0355.000**

16. Property Description: lot - block - plat, Certified Survey Map (CSM), or other designation. If description will not fit here, add attachment (see instructions).

17a. Section (primary): **13**

17b. Township (primary): **29N**

17c. Range (primary): **1E**

Check here if more than one lot and block, or if legal description is metes and bounds or certified survey map; attach legal description as an addendum (see instructions).

IV. COMPUTATION OF FEE OR STATEMENT OF EXEMPTION

18. Total value of REAL ESTATE transferred (round up to the nearest \$100): **\$ 1,00** IN WHOLE DOLLARS

19. Transfer fee due (line 18 X .003): **\$ 000.00** DOLLARS CENTS

20. Transfer Exemption Number, SEC 77.25: **2**

20a. If you enter "003" or "017," it is mandatory to provide your previous document number.

20b. Date of Original Land Contract: MONTH: DAY: YEAR:

21. Value of personal property transferred but EXCLUDED from line 18: \$

22. Value of property exempt from local property tax INCLUDED on line 18: \$

V. TO BE COMPLETED BY AUTHORIZED COUNTY/LOCAL OFFICIAL

23. Document Number: _____

24. Volume/Jacket: _____

25. Page/Map: _____

26. Date Recorded: MONTH: DAY: YEAR: _____

27. Date of Conveyance: MONTH: DAY: YEAR: _____

28. Conveyance Code: Warranty/Condo Deed Land Contract Quit Claim Deed Other (explain): _____

29. County (1): _____ 30. Municipality (1): _____ 31. County (2): _____ 32. Municipality (2): _____

Check if more than two (2) municipalities; if so, refer to instructions.

33. Is this a split parcel? (see instructions) Yes No

34. Enter number of acres for each parcel classification and check a preceding box to show predominant classification.

1 (Residential) _____ 2 (Commercial) _____ 3 (Manufacturing) _____ 4 (Agricultural) _____ 5 (Swamp/Waste) _____ 6 (Forest) _____ 7 (Other) _____

35. Assessment Year: _____

36. Land: \$ _____

37. Improvements: \$ _____

38. Total Assessment: \$ _____

A parcel of land located in the Northeast One Quarter (NE 1/4) of the Northeast One Quarter (NE 1/4) of Section Thirteen (13) Township Twenty Nine North (T. 29 N.) Range One East (R. 1 E.) Village of Dorchester, Clark County, Wisconsin described as follows:

Commencing at the North One Quarter of said Section Thirteen (13);

Thence South 89 degrees 38 ' 55" East along the North Line of said Section Thirteen (13) 1,502.76 feet ; Thence South 0 degrees 21' 05" West 33.00 feet to the South Right-Of-Way of C.T.H. "A"; Thence South 1 degree 47' 05" West 610 feet to the Point of Beginning;

Thence continue South 1 degree 47' 05" West 150 feet to the North Right-of-Way of Second Avenue East;

Thence East 250 feet along the North Right-of-Way of Second Avenue East;

Thence Northerly 1 degree 47' 05" East 150 feet;

Thence Westerly 250 feet to the Point of Beginning.

This parcel of land contains 37,500 square feet more or less.

Subject to a Declaration of Covenants, Conditions and Restrictions for the Dorchester Industrial Park, recorded June 7, 1996 in Volume 553 Records, Page 166, as Document 459776.

A parcel of land located in the Northeast One Quarter (NE 1/4) of the Northeast One Quarter (NE 1/4) of Section Thirteen (13) Township Twenty Nine North (T. 29 N.) Range One East (R. 1 E.) Village Of Dorchester, Clark County, Wisconsin described as follows:

Commencing at the North One Quarter of said section Thirteen (13);

Thence South 89 degrees 38' 55" East along the North Line of said Section Thirteen (13) 1,502.76 feet; Thence South 0 degrees 21' 05" West 33.00 feet to the South Right-Of-Way of CTH "A"; Thence South 1 degree 47' 05" West 760 feet to the North Right-Of-Way of 2nd Avenue East; Thence East 250 feet along the North Right-Of-Way of 2nd Avenue East to the Point Of Beginning;

Thence continue East along the North Right-Of-Way of 2nd Avenue East 250 feet to the West Right-Of-Way of Vircks Drive;

Thence North along the West Right-Of-Way of Vircks Drive 150 feet;

Thence West 250 feet;

Thence South 150 feet to the North Right-Of-Way of 2nd Avenue East and the Point Of Beginning.

This parcel of land contains 37,500 square feet more or less.

Subject to a Declaration of Covenants, Conditions and Restrictions for the Dorchester Industrial Park, recorded June 7, 1996 in Volume 553 Records, Page 166, as Document 459776.