

PROTECTIVE COVENANTS JEFFERSON INDUSTRIAL PARK

1. The property herein conveyed shall be used only for industrial, manufacturing, warehousing or distribution purposes. It shall not be used for residential purposes, nor for the retail sale of any merchandise or services, except that any occupant of the property, either owner or tenant, may sell at retail those products which are manufactured or handled at wholesale by the occupant. The financing of the sale of such merchandise is expressly permitted, as it is the retail sale of food, beverage and other such convenience items to occupant's employees so long as these items are not offered for sale to the general public. The purpose of this restriction is to prohibit the operation on this property of any business devoted primarily to the retail sale of merchandise or the furnishing of services to the general public.
2. The Grantee shall not use any of the land or premises for the manufacture, storage, distribution or sale of any materials or products which shall increase the insurance rates of the adjoining property or for any purposes which constitute a nuisance in the generally accepted definition of that term, and the Grantee agrees that it will use said property in compliance with all laws of the State of Arkansas and of the United States.
3. Any building or other structures erected on the property shall be of masonry (brick and mortar) construction, steel construction, or its equivalent. Wooden or frame construction is prohibited insofar as its use in an exposed or visible position is concerned. Grantee shall submit detailed plans and specifications for initial construction and for any exterior alteration, modification or additional construction to Grantor prior to the commencement of construction and Grantor's written approval shall be proof of compliance with this restriction.
4. Buildings erected within the Jefferson Industrial Park shall not be closer than seventy-five (75) feet from the right-of-way line of primary arterial streets, fifty (50) feet from other street rights-of-way, and twenty-five (25) feet from side property lines of individual tracts. Irrespective of compliance with these setback requirements, however, truck docks must be so situated that trucks, tractors, trailers or any combination thereof may not, while being either loaded or unloaded, project beyond the right-of-way of any street bordering the property.
5. Billboard posters and other advertising signs are prohibited except those signs which advertise the property owner's business or products.
6. No goods, equipment, supplies, or other materials shall be stored in the open except on the rear two-thirds (2/3) of said property, and then only when such open storage is fenced with a screening fence at least six (6) feet in height or an adequate height to screen stored materials from public street view. For those lots having irregular depths, the open storage area boundary line shall parallel the front street and its location shall be determined, with Grantor approval, by using the depth of the shorter side property line. All fencing for screening, security or other purpose shall be attractive in appearance and shall be of an all-metal industrial type fence of galvanized or non-ferrous material.
7. It shall be the responsibility of the property owner to provide parking space for employees, customers and visitors, and the public street shall not be used for parking. The surface of all driveways and permanent parking areas shall be of concrete, asphalt or other bituminous material. It shall be Grantee's responsibility to extend driveways to existing or presently projected streets at no expense to Grantor, even though part of this construction is within the street right-of-way.
8. The owner of said property shall keep the premises, buildings and improvements in a safe, clean, healthful and presentable condition at all times and shall comply in all respects with all government, health and police requirements.
9. Grantee agrees to landscape that portion of the property between the building or buildings and the curb line of any abutting streets, including any such property which may be in a street or utility right-of-way, and to remove undergrowth, weeds, debris, rubbish, trash, excess dirt and any other unsightly material from the remainder of the property, at no expense to Grantor.
10. No buildings or other structures shall be built or maintained which cover more than one-third (1/3) of the total land area in the above described plot.

11. The Grantee herein agrees to commence construction of a building covering at least _____ square feet within _____. However, until such time as buildings covering at least one-sixth (1/6) of the total ground area herein conveyed have been constructed, Grantee is prohibited from selling any of said land on which buildings have not been constructed without first offering said excess land to the Economic Development Alliance of Jefferson Co., Ark., at the price paid by Grantee. After written notice of the intention of Grantee to sell has been received by Grantor, Grantor shall have a period of ninety (90) days in which to exercise the right of repurchase. Whenever buildings covering one-sixth (1/6) of the total ground area have been constructed by Grantee, this clause shall become null and void and Grantor then waives any further right as to the resale of the property. All other restrictions, however, shall remain in full force and effect as separately provided.
12. Grantor agrees to provide paved street(s), water, power, gas, telephone and sanitary sewer lines in the easement or right-of-way adjoining Grantee's property at no cost to Grantee.
13. Grantor offers no assurance as to the provision of rail service to the property herein conveyed, it being the responsibility of the Grantee to negotiate for this service with the Union Pacific and Burlington Northern Companies.
14. Because of the difficulty in prescribing in advance the location of all utility, street and rail easements which may ultimately be required, Grantee herein agrees to offer every reasonable cooperation in providing such easements as may be required and as such may affect this property. Grantee agrees to acquire the property subject to any easements which may affect it, provided these easements have been clearly indicated on the engineer's survey of the property which has been furnished to Grantee. Grantee agrees to file jointly with other landowners in Jefferson Industrial Park a plat of record when all properties within Jefferson Industrial Park are sold.
15. The Grantor herein, its successors and assigns, may enforce these restrictions either by restraining order or may prosecute at law or in equity a suit for damages or any other remedy which the Grantor, its successors and assigns, may have.
16. Invalidation of any of the foregoing conditions, restrictions or covenants by a court of competent jurisdiction in no way affects any of the other provisions which shall remain in full force and effect.
17. Grantor affirms that there are no adverse occupants of said land; that there are no unrecorded options to purchase, sales contracts or lease agreements outstanding affecting said property; that there have been no improvements made thereon during the past 130 days for which a Mechanic's or Materialmen's lien may be filed; that there are no improvement district charges levied against the property; and that no roads or streets traverse the property.
18. Grantor agrees to invoke substantially similar restrictions in all subsequent conveyances.
19. These restrictions shall be covenants running with the land and shall be binding upon the Grantee, its successors and assigns, and shall be in full force and effect for twenty-five (25) years from the date of this Deed.

ECONOMIC DEVELOPMENT ALLIANCE FOR JEFFERSON COUNTY, ARKANSAS
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