

26007

PROTECTIVE COVENANTS

SPRINGVILLE CITY INDUSTRIAL PARK

STATE OF UTAH
COUNTY OF UTAH
CITY OF SPRINGVILLE

October 5, 1976

KNOW ALL MEN BY THESE PRESENTS:

That the city of SPRINGVILLE (herein called the City), a municipal corporation of the state of Utah, is the owner of all that certain real property located in Springville, Utah County, State of Utah, more particularly described in Exhibit A, attached hereto and by this reference made a part hereof; and

WHEREAS, it is the desire and intention of the City that all of said property be developed as an industrial park pursuant to a general plan which will protect and preserve property values and amenities within such park;

NOW, THEREFORE, the City declares that the property described in Exhibit A is held and shall be sold, conveyed, transferred, leased, occupied and held subject to the following restrictions, conditions, covenants and agreements between it and the several owners, purchasers and lessees of said property and between the several owners, purchasers and lessees of said property themselves and their heirs, successors and assigns:

1. MUTUAL and RECIPROCAL BENEFITS, ETC. All of said restrictions, conditions, covenants and agreements are made for the direct, mutual and reciprocal benefit of all of the land described in Exhibit A and are intended to create mutual and equitable servitudes upon said land in favor of all other land therein described, and are also intended to create reciprocal rights and obligations between the respective owners of all of the land described in said Exhibit A, and to create a privity of contract and estate between the grantees of said land, their heirs, successors and assigns; and shall, as to the owners of said land in said tract, their heirs, successors, and assigns, operate as covenants running with the land for the benefit of all of the land in said park.

2. DURATION OF RESTRICTIONS. Each of said restrictions, conditions, covenants and agreements shall continue until such time as the City, or its successors or assigns, and the Owners of at least a majority of the total number of acres of land in said park then transferred from the City, acting in mutual agreement, by written declaration signed and acknowledged by them and recorded in the Deed Records of Utah County, alter, or revoke such restrictions, conditions, covenants and agreements.

3. CREATION OF SPECIAL APPROVAL COMMITTEE. In order to administer and supervise the restrictions, conditions, covenants and agreements herein, and to give the approvals required, there is hereby created a Review Board consisting of not less than five and not more than nine members. The initial Review Board shall consist of five members, two members appointed by the Mayor of Springville, with the advice and consent of the Springville City Council, who shall serve at the pleasure of the Mayor; two members appointed by the Owner of the initial industrial site transferred and conveyed by the City, who shall serve at the pleasure of said Owner; and one member elected by the

majority vote of the four members so appointed, who shall serve for a term of one year and until such elected member's successor has been elected. It is recommended that said elected member be a person with planning, architectural or engineering experience. The four appointed members aforesaid may from time to time increase the number of members on said Review Board within the limits above stated by electing additional members who shall be representatives of industries sited in the park and who shall serve for a term of one year and until such elected members successor has been elected.

The Review Board shall elect one of its members as chairman, to serve at the pleasure of the board, and shall adopt such development guidelines as it deems necessary to inform owners of the standards which will be applied in approving or disapproving proposed uses and construction. Such guidelines shall be binding on all Owners and may amplify but shall not be less restrictive than the restrictions stated herein; and they may be modified in the same manner as above provided for the modification of these protective covenants. Such guidelines shall state the rules and regulations of the board with respect to the submission of plans and specifications for approval and the time within which they must be submitted; but the Review Board shall approve or disapprove in writing any plans or specifications submitted within sixty days after submission or it shall be deemed to have approved the material submitted except as to variances or waivers of the restrictions herein stated, which variances or waivers shall be deemed to have been refused. Review and approval by the board must be based upon the standards set forth in these protective covenants and the guidelines aforesaid; but the board shall consider not only the quality of the specific proposal, but also its effect and impact on neighboring sites and on the entire park.

The principal function of the Review Board shall be to insure that all uses, structures and improvements in the park harmonize with existing surroundings and structures and meet the requirements set forth in these protective covenants and any development guidelines established by the board. The Review Board shall be required to review and approve the proposed use of each parcel of land, the architectural drawings of the buildings, site and landscaping proposed for each site, and any variances permitted herein; keeping in mind the broad outlines of the purpose of the park. No use, structure or improvement of a site shall be constructed or maintained, and no alteration, repainting or refurbishing of the exterior of any structure or improvement shall be performed unless complete plans and specifications therefor have first been submitted to and approved by the board. The Review Board shall have all powers necessary to approve land use and plans, and to enforce its decisions in accordance with the covenants and agreements herein or in any manner provided by law.

The Review Board shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to these protective covenants.

4. PERMITTED USES. The purpose of the park is to create a park-like environment comprised of open spaces, green spaces and aesthetically attractive and harmonious structures and improvements for the conducting of selected industrial, manufacturing, warehousing and marketing enterprises which do not create a hazard or are not offensive due to appearance or to the emission of noxious odors, smoke or noise. Only those enterprises adjudged to conform to such purpose shall be sited in the park.

Inasmuch as the City is undertaking the work of developing the park at this time, and completion of that work and the sale, rental or other disposition of industrial sites is essential to the establishment of the park and will benefit the entire property, nothing in these protective covenants shall prevent the City, its contractors or subcontractors, from doing within said park whatever is reasonably necessary or advisable in connection with the completion of such work; or from preventing the City from erecting such temporary structures as may be reasonably necessary in completing such work and disposing of industrial sites; or from maintaining such signs on the property as may be desirable in connection with the development of the park or the disposition of industrial sites therein. During the development of the park, and until the industrial sites have been disposed of, nothing in these protective covenants shall prevent the City or its lessees from continuing the present use of the land for pastures and related agricultural uses.

5. PROHIBITED USES. No portion of the property may be occupied by any of the following uses or any other uses which are substantially similar in nature to the following uses:

- (a) Residential purposes, except for the dwelling of watchmen or other employees attached to a particular enterprise authorized by the Review Board.
- (b) Manufacture, storage, distribution or sale of explosives.
- (c) Salvage, wrecking or stripping establishments, or the storage in bulk of junk, wrecked autos or other unsightly or second hand materials.
- (d) Mobile homes or mobile home parks.
- (e) Stock yards.
- (f) Food processing which involves the slaughter of animals.
- (g) Joy riding on motorcycles, snowmobiles, recreational vehicles or similar vehicles on parking lots or streets within the park.
- (h) Any use which would be noxious or offensive to persons of ordinary sensibility because of odors, smoke, dust, noise, vibrations, fumes or glare.
- (i) No portion of the premises or any portion or part of any building or structure thereon shall at any time be used for the manufacturing, storage, distribution or sale of any products or items which would increase fire hazard on adjoining premises, or which emit noise or vibrations that would injure said premises or neighboring property, or for any use which is in violation of the laws of Springville City, Utah County, or the state of Utah.

6. MINIMUM AREA AND YARD SPACES. All industrial sites shall contain a minimum of two and one-half acres and all building which may be erected on any of the property contained in the park shall maintain the following minimum yard areas:

- (a) Front Yards. Buildings shall not be located nearer than 100 feet to any street property line.

- (b) Side Yards. Buildings shall not be nearer than 30 feet from any side property line.
- (c) Rear Yards. Buildings shall not be nearer than 30 feet from any rear property line.
- (d) No building shall be closer than 60 feet to any other building on an adjacent site.
- (e) No more than 50% of the site area shall be covered by buildings.

Within the required set back area from the Streets, there shall be maintained on each site only paved walks, paved driveways, lawns, and landscaping. At least one-half of the surface of the required setback area from the streets shall be maintained in lawns and landscaping.

The foregoing minimum setback from the streets has been established to create and preserve an attractive setting for buildings located along the street. However, uniformity of setback is not desired, and accordingly the Review Board is authorized, in its sole judgment and discretion, to authorize variations from the minimums on an ad hoc basis when a proposed building or building complex is adjudged to enhance the street setting rather than detract therefrom. Such variation must be expressly approved in writing by the Review Board.

7. LOADING DOCKS. There shall be maintained on each site facilities for truck turning, parking, loading, and unloading adequate to serve the business conducted thereon without using adjacent streets or the 100 foot front set back area. Therefore loading docks are restricted to the side or rear yards behind the 100 foot front set back line.

8. PARKING REQUIREMENTS. No parking shall be permitted on any of the streets in the Springville City Industrial Park. It is the responsibility of the property owners, their successors and assigns, to provide such parking facilities as needed on their own property. Minimum requirements are as follows:

- (a) One parking space for every vehicle used in conducting the business, plus four parking spaces for every five employees working on the largest shift, plus sufficient visitor parking.
- (b) One square foot of parking area for every square foot of building area. If this requires more land area than required under item (a), then only that amount of area need be paved to meet the requirements of item (a).
- (c) Spaces for visitor parking may be provided in the front of buildings provided that the parking area is not closer than 50 feet to the street curb line, and that the area between the streets and the parking area is attractively landscaped and the parking area is restricted for visitor parking only.
- (d) All parking areas must be paved with a year round surface of asphalt or concrete and adequately drained; and they must be visually screened from the streets by earth-mounding or landscaping.

(e) While as a general rule, parking and truck loading facilities are to be located at the side or rear of buildings, necessary parking and loading in the front will be permitted when screened from the streets visually by earth-mounding or landscaping.

9. BUILDING AND CONSTRUCTION REQUIREMENTS. All types of construction must be approved by the Review Board. Said Board shall require all necessary renderings, drawings, specifications and samples of material proposed for use in the construction or alteration of any building, sign, loading dock, parking facility and landscaping planting to be submitted to it for its written approval before any construction is commenced. The Review Board shall have the right to refuse to approve any plan or materials which the Board, in its sole judgment and discretion, finds is not in keeping with the stated purpose of the park and the aesthetics sought to be attained and preserved.

Cooling towers, mechanical equipment, and other unsightly items, which could have an adverse effect upon the aesthetics of the building and the park will be allowed only if adequately enclosed or screened so as to be an integral part of the architectural design of the building.

No plant effluents shall be discharged into the sanitary sewer or storm drains which contain any material which would be harmful to the sewer lines, the sewage treatment plant facility, interfere with the normal sewage processing action, or create a danger to workman maintaining the sewer lines and sewage treatment plants. All effluents discharged into the sanitary sewer lines shall meet the requirements of the Springville City ordinances in addition to these covenants.

The Review Board shall review the proposed use of the property and shall have the right to refuse to approve any plan for a use which in the judgment of the Review Board, is not in keeping with the stated purposes of the park. Where a proposed development could become offensive, the Review Board shall have the right to require special equipment or special design features to overcome such conditions.

No temporary building or other temporary structure shall be permitted on any site, provided, however, that trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of a permanent building. Such structures shall be placed as inconspicuously as practicable, shall cause no inconvenience to Owners or Occupants of other sites, and shall be removed not later than thirty days after the date of substantial completion for beneficial occupancy of the building in connection with which the temporary structure was used.

Once begun, all improvements, construction, landscaping and alterations approved by the Review Board shall be diligently prosecuted to completion.

10. STORAGE. No land or building shall be used to keep or store articles, goods or materials in the open and exposed to public view. When necessary to store or keep such materials in the open, the lot or area shall be fenced with a screening fence at least 6 feet in height and high enough to fully screen the material from view of the public as viewed from the streets. Said storage shall be limited to an area at least 100 feet behind the front building line.

The storage of personal boats, personal recreational vehicles of all types, and similar personal equipment, will not be permitted except inside a building where they are not exposed to public view.

Rubbish and garbage facilities shall be designed to prevent the scattering of rubbish on the premises or adjoining sites, shall be screened to minimize visibility from any street, and shall comply with all requirements of the Springville City Ordinances.

11. **SIGNS.** All signs proposed to be placed within the park shall be subject to the approval of the Review Board and shall conform to the following general requirements:

(a) No billboards or outdoor advertising bases will be permitted. Floodlighting of signs is acceptable, but the use of animated or flashing signs is prohibited.

(b) A single sign or nameplate shall be allowed on the front of each facility (facing a street) advertising only the name, product or service of the occupant. Signs attached to buildings shall not project more than 16 inches beyond the face of the building and shall not project above the parapet or eaves of the building. The face of the sign shall be parallel to the face of the building. Total size of a sign is limited to 25 square feet or one square foot for each lineal foot of street frontage of the building, whichever is larger.

(c) Signs may be independently seated in the front of the building if they are architecturally designed to add to the aesthetic appearance of the building and property.

12. **LANDSCAPING AND MAINTENANCE.** "Green" treatment of the site may be in the form of grass lawns and ground covers, shade trees in parking areas, street trees, and plantings in areas used as dividers and in areas otherwise unuseable. Landscaping may include the use of walls, screening, terraces, fountains, pools and other water arrangements. Lawn, shrubs and trees shall be planted in the area required to be landscaped between the street curb line and the building. Consideration shall be given to the use of trees and plantings in and around parking lots to relieve asphalt monotony.

The owners or tenants of the developed land in the Industrial Park must at all times keep the premises, buildings and improvements, including all parking and planting areas, in a safe, clean and attractive condition. All areas of the property not covered by improvements shall be kept free from weeds. They shall comply in all respects with all governments, health, police and fire department requirements.

Any owner or tenant shall remove at his own expense any rubbish of any character accumulated on his property, shall at all times keep shrubs and lawns properly trimmed and watered and the exterior of all buildings in an attractive condition, and shall maintain parking areas in a swept and clean condition and shall timely remove snow therefrom.

Buildings, landscaping and other improvements shall be continuously maintained so as to preserve a well-kept appearance. If the Review Board is not satisfied with the level of maintenance on a site it shall so notify the Owner in writing and the Owner shall have thirty days thereafter in which to restore

its property to a level of maintenance acceptable to the board. If in the Review Board's opinion the Owner has failed to bring its property to an acceptable standard within such thirty day period, the board may order the necessary work performed at the Owner's expense. The right to go upon the site for such purpose is reserved and the Owner agrees to pay such expenses on demand together with all costs of collection, including court costs and attorneys fees.

13. TIME LIMITATION ON CONSTRUCTION. If, after the expiration of two years from the date of execution of a sale or lease contract on any site, the purchaser shall not have begun in good faith the construction of an acceptable building thereon, the City retains the option to refund the purchase price or lease deposit, less 10%, as liquidated damages for expenses and loss of revenue and not as a penalty, and enter into possession of said land. At any time, the City may extend in writing the time in which such building may be started.

14. GENERAL PROVISIONS. It is understood and agreed that all of the aforesaid conditions, restrictions and agreements shall operate as covenants running with the land, and that a breach or violation thereof may be enjoined, abated or remedied by appropriate proceedings at law or in equity by the City, or by any other owner of a site or parcel of land in the park, or by their heirs, successors, assigns, or bona fide purchasers under contract. Failure of the City or any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Invalidation of any restriction, condition, covenant or agreement herein contained shall not affect the validity of any of the other provisions herein, and the same shall remain in full force and effect.

The provisions of these protective covenants shall be liberally construed to effect all of their intended purposes.

IN WITNESS WHEREOF, the city of SPRINGVILLE, by resolution of its City Council, has caused these protective covenants to be executed by its proper officers thereunto duly authorized this 5th day of October, 1976.

The city of SPRINGVILLE, a municipal corporation of the state of Utah

by Calvin J. Baxter
CALVIN J. BAXTER
Its Mayor Pro-Tem

ATTEST:

Verl S. Dallin
VERL S. DALLIN
City Recorder



EXHIBIT "A"

DESCRIPTION OF LAND WITHIN THE SPRINGVILLE CITY
INDUSTRIAL PARK SUBJECT TO THOSE PROTECTIVE COVENANTS
ADOPTED BY SPRINGVILLE CITY ON OCTOBER 5, 1976

Beginning at a point 1908.08 feet and West 2048.54 feet from the Southeast Corner of Section 29, Township 7 South, Range 3 East, of the Salt Lake Base and Meridian. Bearings are to be taken from Springville City Street Monument System. Running thence North 67° West 244.81 feet; thence North 55° 46' West 2476.0 feet; thence North 72° 57' West 1377.0 feet to the East right-of-way line of the Union Pacific Railroad; thence along the East right-of-way line of the Union Pacific Railroad North 0° 10' West 2756.48 feet; thence along the East right-of-way line of the Union Pacific Railroad North 6° 33' West 825.78 feet; thence South 85° 28' East 374.76 feet; thence South 89° 47' East 2669.8 feet; thence South 88° 47' East 627.0 feet; thence South 15° 17' East 1208.51 feet; thence South 39° 51' 50" East 524.36 feet; thence South 14° 43' West 330.0 feet; thence South 40° 17' East 198.0 feet; thence South 0° 17' East 198.0 feet; thence South 64° 17' East 326.13 feet to the West line of the D & RG Railroad right-of-way; thence along the West line of the D & RG Railroad South 21° 59' East 402.92 feet to the North right-of-way fence of the Utah State Road; thence along the North right-of-way line of the Utah State Road North 81° 54' West 452.75 feet; thence South 11° 10' West 222.4 feet; thence North 86° 39' West 338.14 feet; thence North 80° 12' West 292.08 feet; thence North 79° 52' West 111.45 feet; thence South 1° 29' West 943.0 feet; thence South 88° 17' East 171.0 feet; thence South 1° 31' West 1652.0 feet to the point of beginning.

Total acreage: 389.55 acres

Less 17.45 acres conveyed to the State Road Commission of Utah for a state highway (access road to Interstate 15), and 3.52 acres conveyed to Utah County for a county road.

Net acreage: 368.58 acres


CALVIN J. BAXTER

Mayor Pro-Tem
Springville, Utah

ATTEST:


VERL S. DALLIN

City Recorder
Springville, Utah



STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 5th day of October, 1976, personally appeared before me Calvin J. Baxter and Verl S. Dallin, who being by me duly sworn did say that they are the Mayor Pro-Tem and City Recorder, respectively, of the city of SPRINGVILLE, a municipal corporation of the state of Utah, and that the foregoing Protective Covenants and attached Schedule A were signed in behalf of said municipal corporation by authority of a resolution of the Springville City Council, and the said Mayor Pro-Tem and City Recorder duly acknowledged to me that said municipal corporation executed the same.

Robert Sumison
NOTARY PUBLIC

Residing at Springville, Utah

My commission expires 11-13-78



26007

RECORDED AT THE REQUEST OF
Springville City

1976 OCT -7 PM 2:29

UTAH COUNTY CLERK
DEPUTY *Verl S. Dallin*
NO FEE

SUMSION & PARK

*80 N. 100 E.
Provo, Utah*