

PROTECTIVE COVENANTS  
MILFORD CITY INDUSTRIAL PARK

STATE OF UTAH  
COUNTY OF BEAVER  
CITY OF MILFORD

151854

Date: FEBRUARY 7, 1983

KNOW ALL MEN BY THESE PRESENTS:

That the City of Milford (herein called the City), a municipal corporation of the State of Utah, is the owner of all that certain real property located in Milford, Beaver 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 value 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:

Section 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 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.

FILED FOR RECORD

3:50 o'clock *f* m

FEB 8 - 1983

*Bruce*  
Beaver County Recorder

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Section 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 Beaver County, alter, or revoke such restrictions, conditions, covenants and agreements.

Section 3. Architectural and Control Committee. In order to administer and supervise the restrictions, conditions, covenants and agreements herein and to give the approvals required there is hereby created an Architectural and Control Committee, hereafter Committee, consisting of not less than five (5) and not more than seven (7) members. The initial Committee shall consist of five (5) members: the mayor, one member from the Milford City Council, the chairman of the Planning Commission, a representative from the Milford Businessmen's Committee and one member representing the property owner's in the Industrial Park. Each property owner in the industrial park shall be entitled to one (1) representative on the Committee until such time as there are more than three (3) separate property owners in the industrial park, then the three (3) members of the Committee shall be elected by the property owners in the industrial park. Each property owner shall be entitled to one vote in the selection of these three (3) committee members who shall stand for re-election annually. The City Council of the City may appoint a replacement for any of the first five (5) members who fail to serve or otherwise resign.

The Committee shall elect one of its members as chairman to serve at the pleasure of the Committee 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 Committee with respect to the submission of plans and specifications for approval and the time within which they must be submitted; but the Committee shall approve or disapprove in writing any plans or specifications submitted within thirty (30) 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 Committee must be based upon the standards set forth in these protective covenants. However, the Committee may override specific standards or guidelines within these protective covenants upon unanimous approval of the Committee and approval of the Milford City Council.

The Committee 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 for the purpose of the park. No use, structure or improvement 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 therefore have first been submitted to and approved by the Committee. The Committee 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 Committee 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.

Section 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, general office, 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 purposes shall be sited in the park.

Nothing in these protective covenants shall prevent the City, its contractors and marketing agents from using the property in such a way as reasonably necessary in completing such work, or from maintaining development of the park or the disposition of industrial sites therein.

Section 5. Prohibited Uses. No portion of the property may be occupied by any of the 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 Committee.
- (b) Manufacture, storage, distribution or sale of explosives.
- (c) Salvage, wrecking or stripping establishments or the storage in bulk of junk, wrecked automobiles or other unsightly or second hand materials.
- (d) Mobile homes or mobile home parks.
- (e) Stock yards.
- (f) Food processing involving the slaughter of animals.
- (g) Animal rendering establishments.
- (h) Joy riding in vehicles, including motorcycles, snowmobiles, recreational vehicles, or racing vehicles on parking lots or streets within the park.
- (i) Any use which would be noxious or offensive to persons of ordinary sensibility because of odors, smoke, dust, noise, vibrations, fumes or glare.
- (j) 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 would emit noise or vibrations that would injure said premises or neighboring property, or for any use which is in violation of the laws of Milford City, Beaver County, or the State of Utah.
- (k) 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 or sewage treatment plant facility, or which would interfere with the normal sewage processing action, or create a danger to the workmen maintaining such sewer lines or sewage treatment plant. All effluents discharged into the sanitary sewer shall meet the Milford City ordinances in addition to these covenants.

Section 6. Minimum Area and Yard Spaces. All industrial sites shall contain a minimum of one (1) acre and all buildings 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 35 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 any adjacent site.
- (e) No more than 50 percent of the site area shall be covered by buildings.

The foregoing minimum setbacks have been established to create and preserve an attractive setting for buildings within the park. However, uniformity of setback is not absolutely necessary to an attractive setting and, therefore, the Committee 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 judged to enhance the street setting rather than detract therefrom. Such variation must be expressly approved in writing by the Committee.

Within the required setback 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.

Section 7. Construction of Improvements. All types of construction must be approved by the Committee. The Committee

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 Committee shall have the right to refuse to approve any plan or materials which the Committee, 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.

The Committee shall also 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 Committee, is not in keeping with the stated purposes of the park. Where a proposed development could become offensive, the Committee shall have the right to require special equipment or special design features to overcome such conditions. If the proposed use requires structures, equipment, or other items which are unsightly and could have an adverse effect upon the aesthetics of the building and the park, the Committee may require such structures, equipment or items to be enclosed or screened so as not to detract from the aesthetic aspects of the park.

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 (30) days after the date of substantial completion of the building for which the temporary structure was used.

It is understood that the lots within the park are not to be sold for speculation and that the deeds to the lots shall require any owner (other than City) to construct improvements on such lot(s) within two (2) years following the date upon which such

owner had acquired such lot(s), or within such additional time as the Committee shall, for good cause, allow. If, after the expiration of two (2) years from the date of execution of any sales contract for any lot(s), the purchaser thereof has not in good faith commenced the construction of an approved building thereon, City shall have the option to purchase such lot(s) from the then owner for the purchase price paid therefore to the City less ten percent (10%) as liquidated damages to cover lost opportunity costs and those expenses associated with such sale and repurchase. City, however, shall have the option to extend the date for commencement of construction of any building, as it, in its sole discretion shall determine. Once begun, any construction of improvements, landscaping or alternations approved by the Committee shall be diligently prosecuted to completion.

Section 8. Parking Requirements. No parking shall be permitted on any of the streets of the Milford 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 (4) parking spaces for every five (5) employees working on the largest shift, plus sufficient visitor parking; or
- (b) One nine (9) by eighteen (18) foot parking space for every two hundred (200) square feet of office space and one nine (9) by eighteen (18) foot parking space for every one thousand (1,000) square feet of warehouse space.
- (c) The Committee shall determine which minimum parking requirement [Paragraph (a) or (b) above] applies to each property owner.
- (d) Parking and truck loading facilities shall be located at the side or rear of buildings. However, the Committee in its sole judgment and discretion may modify this requirement provided attractive landscaping, earth mounding or other techniques are used to preserve the aesthetic aspects of the park.

- (c) All parking areas must be paved with a year round surface of asphalt, concrete, or other paving material, must be marked, and must be properly graded to assure adequate drainage.

Section 9. Loading Surface. 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 35 foot front setback area. Therefore, loading docks are restricted to the side and rear yards behind the 35 foot front setback line.

Section 10. Storage. No land or building shall be used to keep or store articles, goods, or materials in the open and exposed to the public view. When necessary to store or keep such material in the open, the lot or area shall be screened by earth mounding, landscaping, walls, and/or fences approved by the Committee and high enough to fully screen the material from view of the public as viewed from the streets.

All rubbish and garbage shall be maintained in proper receptacles and each owner or tenant shall provide for the regular pick-up and removal of the same. Rubbish and garbage facilities must be screened to minimize visibility from any street and adjacent lots and shall be designed to prevent the scattering of rubbish on adjoining lots or other property in the park, and shall comply with Milford City ordinances.

Section 11. Signs. All signs proposed to be placed within the park shall be subject to the approval of the Committee and shall conform to the following general requirements:

- (a) No billboards or outdoor advertising bases will be permitted. Floodlighting or 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, in the judgment of the "Committee", architecturally designed to add to the aesthetic appearance of the building and property.

Section 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 and 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 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 Committee is not satisfied with the level of maintenance on a site, the Committee shall notify the owner in writing and the owner shall have thirty (30) days thereafter in which to restore its lot to the level of maintenance required herein. If in the Committee's opinion, the owner has failed to bring the lot to an acceptable

standard within such thirty (30) day period, the Committee may order the necessary work performed on the site at the owner's expense. The right to go upon the site for such purpose is reserved. Multiple owners of lots shall be jointly and severally liable for such expense. If the failing owner does not pay such expense within ten (10) days following receipt of a bill therefore, such bill shall bear interest at the then prime rate charged by First Interstate Bank, Milford City Branch, Utah until paid and the owner agrees to pay all costs of collection, including court costs and attorney's fees.

Section 13. 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 Milford, by resolution of its City Council, has caused these protective covenants to be

executed by its proper officers thereunto duly authorized this 7  
day of February, 1983.

THE CITY OF MILFORD, a municipal  
corporation of the State of Utah

By Lee R. Pettey  
Lee R. Pettey  
Mayor

ATTEST:

Betty Lou Bacon  
Betty Lou Bacon  
Recorder

ACKNOWLEDGMENT

STATE OF UTAH        )  
                          :    ss.  
County of Beaver )

On the 7<sup>th</sup> day of February, 1983, personally  
appeared before me Lee R. Pettey and Betty Lou Bacon, who being by  
me duly sworn did say that they are the Mayor and City Recorder,  
respectively, of Milford City, County of Beaver, State of Utah and  
that the foregoing protective covenants were signed in behalf of  
said City by authority of a resolution of the City Council of  
Milford City corporation and that said Mayor and City Recorder  
acknowledged to me that said corporation executed the same.

Leo H. Small  
NOTARY PUBLIC  
Residing at Milford, Utah

My Commission Expires:

12-3-83

EXHIBIT "A"

THE FOLLOWING DESCRIBED PROPERTY IN MILFORD CITY, BEAVER COUNTY, STATE OF UTAH: BEGINNING S 89°58' 42"E, 647.11 FT. ALONG THE SECTION LINE AND N 24°57' 06"E, 28.00 FT. ALONG THE EASTERLY LINE OF THE RAILROAD R/W FROM THE NW CORNER SECTION 8, T28S, R10W, SLM; THENCE N 86°27'00"E, 262.52 FT.; THENCE N 65°21'33"E, 455.33 FT.; THENCE S 0°29'06"E, 231.75 FT. ALONG THE 1/16 SECTION LINE TO THE NORTH LINE OF SAID SECTION 8; THENCE S 0°05'00"W, 2651.42 FT. ALONG THE 1/16 SECTION LINE; THENCE N 89°59'23"W, 531.37 FT.; THENCE N 0°02'00"W, 350.00 FT. PARALLEL TO THE WEST LINE OF SAID SECTION 8; THENCE N 89°59' 23"W, 450.00 FT.; THENCE N 0°02'00"W, 869.73 FT. ALONG THE EAST LINE OF MONROE STREET, MILFORD, UTAH TO A POINT ON THE EXISTING FENCE AND RAILROAD "Y" TRACK R/W; THENCE ALONG SAID FENCE "Y" TRACK R/W AND RAILROAD R/W AS FOLLOWS: THENCE ALONG THE ARC OF A NON TANGENT CURVE TO THE RIGHT (RADIUS POINT FOR SAID CURVE BEARS S 9°05'58"W, 669.80 FT.), A DISTANCE OF 197.04 FT. TO A POINT OF NON-TANGENCY; THENCE S 65°35'34"E, 750.00 FT.; THENCE N 24°24'26"E, 100.00 FT.; THENCE N 65°35'34"W, 750.00 FT.; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT FOR SAID CURVE BEARS S 21°18'24"W, 588.00 FT.), A DISTANCE OF 344.12 FT. TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 428.34 FT., A DISTANCE OF 331.30 FT. TO A POINT OF NON-TANGENCY; THENCE N 24°57'06"E, 993.97 FT. ALONG THE EASTERLY LINE OF THE RAILROAD R/W TO THE POINT OF BEGINNING. CONTAINING 54.285 ACRES OF LAND.