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OGDEN COMMERCIAL AND INDUSTRIAL PARK
PROTECTIVE COVENANTS

6-03-95 11:30-30

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E# 1342693 BK 1754 PG 2377
DOUG CROFTS, WEBER COUNTY RECORDER
27-APR-95 128 PM FEE \$.00 DEP MH
REC FOR: OGDEN.CITY

OGDEN CITY BUSINESS DEVELOPMENT DEPARTMENT
2484 WASHINGTON BOULEVARD, SUITE 320
OGDEN, UTAH 84401

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OGDEN COMMERCIAL AND INDUSTRIAL PARK PROTECTIVE COVENANTS

STATE OF UTAH
COUNTY OF WEBER
KNOW ALL MEN BY THESE PRESENTS:

That OGDEN CITY (hereinafter called the CITY), a Utah Corporation, is the owner of all that certain real property located in Ogden City, Weber County, State of Utah more particularly described in Exhibit A, attached hereto and hereof by reference thereto; and

WHEREAS, it is the desire and intention of the CITY to develop all of said property as an industrial park, and WHEREAS, the CITY is about to sell, lease, and/or develop the property described in Exhibit A, which it desires to be subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between it and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth. NOW, THEREFORE, the CITY declares that the property described in Exhibit A is held and shall be sold, conveyed, 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 themselves and their heirs, successors and assigns:

MUTUAL AND RECIPROCAL BENEFITS, ECT.

- I. All of said restrictions, conditions, covenants, and agreements shall be made for the direct, mutual and reciprocal benefit of all of the land on the attached map and shall be intended to create mutual and equitable servitude upon said land in favor of all other land shown on said map, and to create reciprocal right and obligation between the respective owners of all of the land shown on said map 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 the land in said Park.

TERM OF RESTRICTIONS

- II. Each condition and covenant in the Ogden City Industrial Park shall continue until such time as the CITY or its successors or assigns, and the Owners of a majority of the acreage described in Exhibit A acting in mutual agreement may by written declaration signed and acknowledged by them and recorded in the Deed Records of Weber County, alter or amend such restriction, conditions and covenants.

CREATION OF SPECIAL APPROVAL COMMITTEE

- III. The Industrial Park Review Board is hereby established to enforce these covenants. The review Board shall consist of three members appointed by the Mayor of Ogden City. Two members shall be employees of Ogden City and one member shall be an Industrial Park land owner, or an owner's representative other than an Ogden City employee. Their terms shall be for two years. A majority of the Board shall constitute a quorum and one of their number shall be designated chairman by the Mayor. Review Board decisions may be appealed to the Mayor, whose decision shall be final.

PERMITTED USES

- IV. The purpose of the Industrial Park to be developed on the lands described in Exhibit A is to create a wholesome environment for the conduction of selective manufacturing 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, and to promote research laboratories and regional office facilities.

Allowed uses in the Industrial Park shall include manufacturing, fabrication, wholesale and distribution purposes, offices, service facilities for the Industrial Park occupants, and similar uses which create benefits to local commerce and the development for additional employment opportunities.

PROHIBITED USES

- V. No portion of the property may be occupied for any of the following uses:
 - (1) Residential purposes, except for the dwelling of watchman or other employees attached to a particular enterprise authorized in the area.
 - (2) Manufacture, storage distribution or sale of explosives.
 - (3) Storage in bulk of junk, wrecked autos or other unsightly or second-hand materials.
 - (4) No portion of the premises or any portion thereof of any building or structure thereon at any time shall be used for the manufacturing, storage, distribution or sale of any products or items which shall increase the fire hazard of

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adjoining premises, or which emit noise or vibrations which will injure the reputation of said premises or the neighboring property or for any use which is in violation of the ordinances of Ogden City and the laws of the State of Utah.

YARD SPACE

- VI. All buildings which may be erected on any of the property contained in the Industrial Park shall maintain the following yard areas:
- (1) Front Yards. Buildings shall not be nearer than 30 feet to the street property line.
 - (2) Side Yards. Buildings shall not be nearer than 10 feet from any side property line.
 - (3) Rear Yards. No rear yard clearance required.
 - (4) No more than 60% 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.

LOADING DOCKS

- VII. There shall be maintained on each site facilities for truck loading and unloading sufficient to serve the business conducted thereon without using adjacent streets.

PARKING REQUIREMENTS

- VIII. No parking will be permitted on any of the streets in the 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:
- (1) One parking space for every vehicle used in conducting the business, plus one parking space for every 1.5 employees working on the highest shift plus sufficient visitor parking.
 - (2) Spaces for parking and truck operations may be provided in front of buildings provided that the parking area is not closer than 20 feet to the street curb line, and that the area between the street and the parking area is attractively landscaped.
 - (3) All parking areas must be paved with a year around surface of asphalt or concrete and adequately drained.
 - (4) as a general rule, parking facilities are to be located at the side or rear of buildings.

BUILDING AND CONSTRUCTION REQUIREMENTS

- IX. Any building erected on the property shall be of masonry construction, tilt-up concrete, precast concrete, enameled metal panel on a steel frame, or equal material.
- Should any building be constructed of plain concrete blocks, tile blocks, or tile brick, the front and sides to a minimum depth of three feet must be finished with face brick, architectural block or other equivalent, or better. The front and sides of concrete block buildings facing streets shall be painted for aesthetic purposes.
- All other types of construction must first be submitted to and have written approval of the Review Board.
- Renderings of drawings, specifications and samples of materials proposed for use in the construction or alteration of any building, sign, or loading dock, and a site plan which clearly shows the proposed parking facilities, driveways and landscaped areas must first be submitted to and have the written approval of the Review Board, or its designated city representative.
- The placement on the building roofs of unsightly items such as cooling towers, mechanical equipment, ect. which would have an adverse effect upon the aesthetics of the building and the Industrial Park will not be allowed.
- All utility services, including but not limited to, electrical power, telephone, gas, water, and sewer shall be constructed underground at all building sites in order to preserve a clean and uncluttered appearance in the Industrial Park.
- No plant effluent 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 structure, interfere with the normal sewage processing action, or create a danger to workmen maintaining the sewer lines and sewage treatment plants. All effluent discharged into the sanitary sewer lines shall meet the requirements of the Ogden City and Central Weber Sewer Improvement District ordinances, in addition to these covenants.
- The Review Board shall review the proposed use of the property and shall reserve the right to refuse to approve any plan for a use which in the judgement of the Review Board, is not in keeping with the stated purposes of the Industrial 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.

STORAGE

- X. No land or buildings shall be used so as to permit the keeping of articles, goods or materials in open 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

Exhibit "A"
to Ogden Commercial and Industrial Park Protective Covenants
April 25th, 1995

Real Property Description
of plat H, OCIP

BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 25, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey and described as follows:

Beginning at a point on the north line of 2550 South Street being S. 88°49'46" E. 508.00 feet along the section line and N. 00°49'33" E. 33.00 feet from the Southwest Corner of said Section 25 and running thence N. 00°49'33" E. 1267.68 feet (to a point being S. 00°49'33" W. 20.00 feet from a fence); thence 20.00 feet distant from and parallel to said fence S. 89°30'13" E. 690.00 feet; thence S. 00°49'33" W. 691.32 feet; thence N. 88°59'48" W. 255.17 feet; thence southwesterly along the arc of a nontangent 100.00 foot radius curve to the left 121.14 feet (Long Chord bears S. 35°31'43" W. 113.86 feet); thence S. 00°49'33" W. 489.73 feet to the north line of 2550 South Street; thence N. 88°49'46" W. 370.00 feet along said north line to the Point of Beginning.

Contains 15.89 Acres, more or less.

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