

## **RESTRICTIVE COVENANTS**

WHEREAS, the Simpson County Economic Development District ("SCEDD") is the sole owner of the real property, a business park in Magee, Simpson County, Mississippi, attached as Exhibit "A":

WHEREAS, the SCEDD desires to make said business park a useful, economic and attractive business park. In order to accomplish said purpose, the SCEDD deems it advisable to place thereon a covenant running with said land;

NOW, THEREFORE, the undersigned SCEDD, acting by and through its Chairman, hereby declares that any association, person or corporation holding title to any parcel of land in said business park shall use the said property only in accordance with the hereinafter set forth Restrictive Covenants, and any conveyance of any right, title, or interest to any lot or site in right, title or interest therein, or any and all successors, transferees or assigns, shall be subject to the following Restrictive Covenants:

### **ARTICLE I GENERAL PROVISIONS**

#### **100. Purpose**

100.01 The business park is established in order that there be an area within the community where it is deemed desirable to locate office facilities, data information facilities, light distribution facilities, headquarters and related operations. The purpose of this covenant is to govern the types of uses within the business park in order to protect against nuisance created by undesirable neighbors. Governing of use within the business park is accomplished by requiring all tenants to conform to certain performance standards based on measurable external nuisance, i.e., smoke, noise, water and air pollution, etc., and on sound engineering practices.

100.02 The purpose of these covenants is to insure, as far as is reasonable possible, the development of a desirable business area, the preservation of property values, the increase of the aesthetic beauty, and the improvement of public acceptance of industry which results from a high-quality business area. It is anticipated that the industries locating in the area will follow the intent of these covenants.

#### **101. Duration of Covenants**

101.01 These covenants shall be in effect for twenty-five (25) years from the date hereof, provided that at any time the owners of a majority of the acreage or the legally constituted zoning authority, by a written declaration signed by them and recorded in the Chancery Clerk's office, may change, alter, amend or extend such restrictions, conditions and covenants as they desire.

## **102. Invalidation**

**102.01** Invalidation of any of these conditions, restrictions or covenants by a court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

## **103. Enforcement of Restrictions**

**103.01** Enforcement of these restrictions may be either by injunction or by action at law for damages, but no such litigation may be maintained by any person other than SCEDD. The tenant's rights against other tenants in the area are confined to the rights of normal property owners in a court of law.

## **104. Termination of Lease**

**104.01** A tenant shall be allowed a period of time for removal of any property not considered a fixture under the laws of the State of Mississippi not to exceed ninety (90) days from the date of termination.

## **105. Resale and Sublease Rights**

**105.01** Each owner of property subject to these covenants agrees that if he receives a bona fide offer to sell any unimproved property located within the business park, he shall, before consummation of such sale, present to SCEDD, in affidavit form, the terms and conditions of such proposed sale; and SCEDD reserves the option to repurchase said property within thirty (30) days thereafter upon the same terms and conditions as may be contained in the bona fide offer made to the owner by any third party. All subleases must be approved in writing by SCEDD.

## **106. Recapture**

**106.01** If, after the expiration of one (1) year from the date of execution of a sales contract agreement on any part, parcel, tract, tracts or lot within the business park any tenant shall not have begun in good faith the construction of any acceptable building upon said part, parcel, tract, tracts or lot, SCEDD retains the option to refund fifty percent (50%) of the purchase price and enter into possession of the land. However, SCEDD has the right to grant an extension of the one (1) year deadline, if needed and justified in the sole discretion of SCEDD.

## **107. Permitted Uses**

**107.01** Any data information processing center, light distribution facility, headquarters and other office related operations is permitted; but no lot, land, premises, place or building shall be used and no building or structure shall be erected or placed which is arranged, intended or designed to be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance, or which is noxious or offensive because of emission of dust, odor, gas,

smoke, fumes or noise. The SCEDD reserves the right to specify the types of facilities which will be permitted within the property.

107.02 Retail sale of any commodity may not be permitted.

### **108. Prohibited Uses**

108.01 No land or building shall be used or occupied which does not conform to the standards set forth herein. In addition, the following uses are specifically prohibited:

108.01.01 Residential construction.

108.01.02 Commercial incineration.

108.01.03 Junkyards.

108.01.04 Rubbish, garbage, trash dumps or sanitary landfills.

108.01.05 Outside storage, unless in conformance with the appropriate section herein.

## **ARTICLE II**

### **200. Application and Approval of Plans and Specifications**

200.01 SCEDD requires that each potential purchaser or lessee of property located in the business park shall complete a written application, a copy of which is attached hereto and incorporated fully herein, setting forth its interest in purchasing or leasing the property, along with other information pertinent to SCEDD's decision making as to the proposed sale or lease. SCEDD requires that an applicant pledge to make a minimum capital investment in the proposed business to be located in the park and to the creation of jobs associated with the proposed business to be located in the park as a part of its consideration of the prospective purchaser's/lessee's application. Prior to negotiating this transaction, SCEDD will review the final application. If it approves the application, the parties may negotiate a sale or lease of the property.

200.02 SCEDD reserves the right to approve the architectural and engineering plans for the structures as well as the site plans to ensure compliance with these covenants and designated building codes. No construction or modification for existing construction shall be allowed to proceed prior to this approval. Preparation of plans and specifications shall be allowed to proceed prior to this approval. All plans and specifications shall be prepared under the direction of a professional engineer and/or architect registered in the State of Mississippi and shall bear his seal. No structure shall be finally occupied unless or until SCEDD has

approved construction in accordance with approved plans, specifications and these covenants. Published codes and regulations to be complied with shall be:

- 200.02.01 Southern Standard Building Code.
- 200.02.02 Southern Standard Plumbing Code.
- 200.02.03 Southern Standard Gas Code.
- 200.02.04 Southern Standard Mechanical Code.
- 200.02.05 National Electrical Code.
- 200.02.06 Flammable and Combustible Liquids Code.
- 200.02.07 A.R.E.A. Standards for Spur Tracks.
- 200.02.08 Any other published codes pertinent to a particular industry.
- 200.02.09 Approval obtained from the Mississippi Air and Water Pollution Control Commission and U.S. Environmental Protection Agency, if required by a particular industry.

**200.03** Prior to construction or alteration of any building or improvements on a building lot, two (2) sets of site plans and specifications for such building or alteration shall be submitted to SCEDD or its nominee. Written approval of such plan by SCEDD or its nominee shall be proof of compliance with these restrictions; however, if SCEDD fails to approve or disapprove such plans and specifications within forty-five (45) days after such plans have been submitted, such approval shall not be required. The site plan shall be drawn to a scale not greater than one (1) inch equals fifty (50) feet and shall show the following:

- 200.03.01 All lot line dimensions.
- 200.03.02 Building setback, side line and rear yard distances.
- 200.03.03 Location of all proposed buildings.
- 200.03.04 Location of off-street parking areas with dimensions showing parking spaces, access drives, traffic circulation, and the location and description of any lighting in connection with the parking area. This includes dimensions of all loading and unloading docks and area.
- 200.03.05 Location and description of all proposed signs.
- 200.03.06 Type of surface paving and curbing.

200.03.07 All proposed storm water drainage facilities, and results of storm water runoff analysis to include flow rate (25 year) and drainage area.

200.03.08 All landscaping, fences, walls or similar facilities to be approved.

200.03.09 Location of all structures within one hundred (100) feet of the property.

200.03.10 The specific types of material to be used in construction.

200.04 If the site plan is rejected by SCEDD or its nominee, the applicant shall remedy any and all elements in the plan prior to further consideration.

## **201. Required Conditions**

201.00 Each lot within the Business Park shall be subject to the City of Magee's Zoning Regulations and Ordinances or the required conditions set forth within these covenants, whichever of the two being the most restrictive.

201.01 Setbacks. Front setback on all buildings shall be a minimum of fifty (50) feet from the front property line bordering any street. Building setback from adjoining property line shall be a minimum of twenty-five (25) feet so that access to rear of buildings can be maintained for fire protection.

201.02 Accessory Buildings. Accessory buildings shall be located at least twenty-five (25) feet from principal building.

201.03 Exterior Buildings. The exterior walls of all buildings erected on the property shall be of masonry construction or other generally accepted permanent material approved by SCEDD. Face type brick or other attractive facing material shall be used on all walls facing streets. No more than fifty percent (50%) of any exterior wall which faces a street may be metal construction. Tenants shall submit to SCEDD detailed plans and specifications for initial construction and for any exterior alteration, modification or additional construction prior to the beginning of construction; and SCEDD's written approval shall be proof of compliance with this restriction.

201.04 Maximum Building Coverage. The total floor area of all buildings shall not exceed one-half (1/2) of the total lot area.

201.05 Storage. All materials and equipment shall be stored in completely enclosed buildings or shall otherwise be screened by such wall, fences and landscaping as may be determined by SCEDD to be adequate to appropriately screen such materials and equipment from areas outside the lot boundaries.

**201.06 Landscaping.** Each tenant shall landscape that portion of his property between buildings and curb line of abutting streets and shall remove undergrowth, weeds, debris and any other unsightly materials from the remainder of the property at his own expense. Each tenant in the business park shall maintain his landscaping in a safe, clean and attractive condition and comply in all respects with all applicable government, health, fire and police requirements and regulations. Should SCEDD, its successors or assigns find any tenant negligent in this regard, it may give notice of the fact to the offending party. Within ten (10) days of the receipt thereof, said party shall initiate corrective measures. Effective disregard of notice shall give SCEDD, its successors or assigns a right to enter the offending premises and undertake necessary maintenance at the expense of the tenant thereof. Failure to reimburse SCEDD, its successors or assigns for these services within forty-five (45) days after billing shall create a lien against the property in question in the amount of the cost of the maintenance needed.

**201.07 Trees.** Tenants in the business park shall exert their best efforts to preserve the natural beauty of their respective properties and, in this regard, shall not needlessly destroy or remove live trees, other than those in an area of construction.

**201.08 Off-Street Parking.** No parking or loading shall be permitted on any street or road, either public or private, or any place other than the paved parking or loading areas provided in accordance with the following, and each tenant shall be responsible for compliance by its employees and visitors:

201.08.01 **Location.** Off-street parking areas shall be located at least twenty-five (25) feet from a public street and at least five (5) feet from a building or property line. However, no more than fifty percent (50%) of the required front yard may be used for parking.

201.08.02 **Paving.** All driveways and parking areas shall be constructed with a hard-surfaced pavement and shall include adequate drainage facilities to dispose of all storm water.

201.08.03 **Permitted Usage.** Off-street parking areas shall be used for the parking of passenger vehicles or commercial and other vehicles incident to the business conducted on the property. No commercial repair work or any services of any kind shall be conducted on such parking areas.

201.08.04 **Lighting.** Area lighting shall be arranged so that the direct source of lighting is away from street and residential districts.

**201.09 Loading and Unloading.** For each industry, at least one loading and unloading space shall be provided and shall be located in other than the front yard.

**201.10 Floodplain Areas.** All buildings shall be constructed such that the finished floor elevation is above the current one hundred (100) year flood elevation as determined by the Federal Emergency Management Agency. Additionally, the existing topography shall not be altered in such a way as to impede flow during flood conditions or increase other properties' risk of flooding.

## **202. Performance Standards**

**202.01** All of the following minimum standards must be complied with:

- 202.01.01 **Fire and Explosion Hazards.** All activities shall be carried on only in structures which conform to the National Board of Fire Underwriters' standards concerning the plant operation and storage of explosive raw materials, fuels, liquids and finished products.
- 202.01.02 **Radioactivity.** All activities located within the business park shall comply with the Federal Regulations, "Standards for Protection Against Radiation."
- 202.01.03 **Smoke, Fumes, Gases, Dust, Odors.** There shall be no excessive emission of any smoke, fumes, gas, dust or odors. These and any other atmospheric pollutants which are deductible to the human senses at the boundaries of the lot occupied by the emitter are prohibited. In any case, the limit of such emission of air pollutants shall be subject to the approval of the Mississippi Air and Water Pollution Control Commission of the Mississippi Department of Environmental Quality.
- 202.01.04 **Vibration.** There shall be no vibration which is discernible to the human sense of feeling beyond the immediate site on which such activity is conducted.
- 202.01.05 **Liquid or Solid Wastes.** All methods of sewage and business waste treatment and disposal shall be approved by SCEDD and Mississippi State Health Department and the Mississippi Air and Pollution Control Commission of the Mississippi Department of Environmental Quality. More specifically, all sanitary waste must be discharged into the sanitary sewer system.
- 202.01.06 **Site Drainage.** No driveways, walks, parking areas, etc., may be constructed across any drainage ditch, channel or swale without providing adequate culverts or waterway openings for natural drainage. Such culverts or structures shall provide the minimum waterway opening and shall be at the proper gradient. No rain and storm water runoff or such drainage as

roof water, street pavement, and surface water caused by natural precipitation or groundwater for footing or foundation drains or other subsurface water drainage shall at any time be discharged into or permitted to flow into the sanitary sewer system.

**202.01.07 Storm Water Runoff.** For all proposed developments, an appropriate analysis shall be performed to determine the impact that the proposed development will have on existing drainage conditions. Based upon the analysis, evidence will be submitted that proves the proposed development will not have an adverse impact, on existing drainage; otherwise, an appropriate storm water detention facility will be constructed to mitigate the increased runoff.

### **203. Signs**

**203.01** Advertising signs are prohibited, except those signs which advertise the business conducted on the property. The size, height, and location of proposed advertising signs must be approved in writing by SCEDD prior to installation or construction of sign.

**203.02** No sign shall be lighted by means of flashing or intermittent illumination.

**203.03** There shall be no sign erected which will obstruct the view of traffic.

**203.04** Traffic control parking and directional signs conforming generally in size, shape and type to recognized traffic signs are permitted.

## **ARTICLE III UTILITIES AND RELATED SERVICES**

### **300. Electric Power**

**300.01** Electric power on the site is provided by the franchised electric utility serving the area. At present, Southern Pine is the certificated utility.

### **301. Fuel**

**301.01** Natural gas service to the site may be provided by any legal franchise operator in the area.

**301.02** Bulk storage of all liquids, including gasoline or petroleum products, on the outside of buildings shall be permitted only in such locations



approved by SCEDD in writing, and subject to compliance with the rules and regulations of any governmental agency or agencies having jurisdiction over such matters.

### **302. Telephone**

302.01 Telephones are acquired through the business office of AT&T.

### **303. Water**

303.01 Water for fire protection shall be supplied through the existing water system to tenants at the rate established by City of Magee. City of Magee shall have the right to revise any rates at its discretion. It shall be the responsibility of the tenant to connect onto City of Magee supplied fire mains in the existing or proposed utility or road right-of-way. All water mains constructed by the tenant shall be in conformance with standards of City of Magee. The tenant is required to purchase and install a water meter at his own expense. The meter shall then become the property of City of Magee and be serviced and maintained by City of Magee. Private water wells shall be prohibited without the approval of City of Magee.

### **304. Sanitary Sewage**

304.01 It shall be the responsibility of the tenant to connect to City of Magee's wastewater collection system in the existing or proposed utility or road right-of-way. With prior written approval, small quantities of certain liquid business waste and wastewater may be injected into the collection system. It shall be the tenant's responsibility to treat all non-domestic waste not permitted in City of Magee's waste treatment facilities.

### **305. Streets and Roads**

305.01 It shall be the responsibility of the tenant to construct his own entrance road, including culverts and drainage ditches, from the edge of the existing or proposed public street or road. Construction on SCEDD's property shall conform to Standard Specifications for Construction of Streets, Pavements, Sewers, and Water Distribution System, and shall be approved by SCEDD.

## **ARTICLE IV SERVICES WITHOUT DISCRIMINATION**

### **400.**

400.01 That all facilities constructed in said business park shall provide services without discrimination to all persons without regard to race, color, religion, sex or national origin.

400.02 This restriction shall be in lieu of any other restrictions or covenants, if any, heretofore applicable to said property.

400.03 The grantee or purchaser of any lot or site in this business park, by the acceptance of a deed or other transfer thereof, agrees to be bound by the restrictions contained herein.

400.04 IN WITNESS WHEREOF, the Simpson County Economic Development District has caused this Restrictive Covenants to be created and adopted effective, this the 12<sup>th</sup> day of June, 2008.

SIMPSON COUNTY ECONOMIC  
DEVELOPMENT DISTRICT

By:   
Chairman

STATE OF MISSISSIPPI  
COUNTY OF SIMPSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforementioned, the within named Danny Miseley, who acknowledged to me that he is the Chairman of the Simpson County Economic Development District, and that as such, he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, in the name of, for and on behalf of said Simpson County Economic Development District.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 12th day of June, 2008.

Allison Winstead  
NOTARY PUBLIC

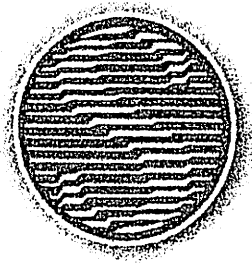
MY COMMISSION EXPIRES:



## EXHIBIT "A"

A parcel of land containing 82.85 acres, more or less, being the SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  and a part of the NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  and a part of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6 of Block 181 and a part of Lot 3 of Block 182 of the Original Survey of the Town of Magee, now City of Magee, all being in Section 6, Township 10 North, Range 17 West, Simpson County, Mississippi, and being more particularly described as follows:

Begin at a found concreted in fence corner post and a set  $\frac{1}{2}$  inch rebar marking the Southeast corner of the SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 6, Township 10 North, Range 17 West, Simpson County, Mississippi, for the Point of Beginning; thence run North  $00^{\circ}07'58''$  East along East line of Section 6 for 1977.54 feet to a set  $\frac{1}{2}$  inch rebar; thence run North  $77^{\circ}21'17''$  West for 194.39 feet to a set  $\frac{1}{2}$  inch rebar; thence run North  $51^{\circ}05'37''$  West for 240.50 feet to a set  $\frac{1}{2}$  inch rebar; thence run North  $07^{\circ}23'46''$  West for 333.78 feet to a set  $\frac{1}{2}$  inch rebar; thence run North  $19^{\circ}53'54''$  West for 243.53 feet to a set  $\frac{1}{2}$  inch rebar; thence run North  $51^{\circ}12'21''$  East for 381.54 feet to a set  $\frac{1}{2}$  inch rebar; thence run North  $36^{\circ}52'00''$  West for 309.16 feet to a point on the South right of way of State Highway #28; thence following along South right of way of said State Highway #28 for the next five(5) calls: Thence run South  $45^{\circ}19'48''$  West for 116.77 feet to a found right of way marker; thence run South  $66^{\circ}43'27''$  West for 190.66 feet to a found right of way marker; thence run South  $73^{\circ}46'16''$  West for 164.48 feet to a found right of way marker; thence run South  $84^{\circ}02'30''$  West for 203.97 feet to a found right of way marker; thence run South  $70^{\circ}50'55''$  West for 323.32 feet to a set  $\frac{1}{2}$  inch rebar on the West line of the NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ; thence run South  $00^{\circ}06'28''$  West along West line of the East  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  for 2882.96 feet to a found concreted in fence corner post and a set  $\frac{1}{2}$  inch rebar marking the Southwest corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ; thence run South  $89^{\circ}49'48''$  East along South line of said SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  for 1316.02 feet back to the Point of Beginning.



**Simpson County Business Park**  
**Application for Land Purchase**

Company Name: \_\_\_\_\_

Company Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Type of Business:    ☐ Office                      ☐ Distribution                      ☐ Data Processing  
                                 ☐ Headquarters                      ☐ Other

**Project Information**

1.     For what purpose are you requesting the land?

- a. Office \_\_\_\_\_
- b. Headquarters \_\_\_\_\_
- c. Distribution \_\_\_\_\_
- d. Data Processing \_\_\_\_\_
- e. Other \_\_\_\_\_

2.     How much land do you require?

3.     How many new jobs will this development bring to Simpson County?

Year 1 \_\_\_\_ Year 2 \_\_\_\_ Year 3 \_\_\_\_ Year 4 \_\_\_\_ Year 5 \_\_\_\_

4.     How many jobs will be retained in Simpson County due to this development?

5. Will any jobs be relocated to Simpson County due to this development?
6. What is the total investment planned for this facility?
- a. Building \$ \_\_\_\_\_
- b. Equipment \$ \_\_\_\_\_
7. Which of the following best describes this project?
- a. Expansion/ Relocation \_\_\_\_\_
- b. New Start-Up \_\_\_\_\_
8. What will be the annual payroll? \_\_\_\_\_
- What will be the average salary? \_\_\_\_\_
- How many people are currently employed with your company? \_\_\_\_\_
9. Will your company be seeking any financial assistance in relation to this project?  
(i.e., grants, tax exemptions, etc.) If so, please describe type of assistance sought.