

BELFAST AIRPORT INDUSTRIAL PARK
PROTECTIVE COVENANTS

Statement of Intent

These Covenants are to assure that the land for, and designated as, the Belfast Airport Industrial Park (North and South) will be developed in accordance with its legislation and in a manner consistent with the declared intention of creating a pleasant and attractive physical environment that will contribute to the business activities of the park occupants and that will preserve confidence in the development of the park and, therefore, the economic and environmental values of locating in the park.

The Covenants as presented herein shall be binding on all tenants and owners of buildings within the confines of the Belfast Airport Industrial Park, hereinafter referred to as the 'BAIP'.

Federal and State Regulations

Maine Department of Environmental Protection

The BAIP received environmental permits from the Maine Department of Environmental Protection under the Site Location of Development Law. Accordingly, development of individual lots within the BAIP does not require further Board/Department (see 38 M.R.S.A. Section 482) approval providing the project meets all of the following criteria:

1. The individual lot development by itself does not require Site review because it does not fall within the definitions of a structure as noted in 38 M.R.S.A. Sec. 482 Paragraph 6.
2. The discharge to sanitary sewer contains only sanitary waste of less than 5000 gallons per day or where the developer has certification from the Bureau of Water Quality Control that the municipal sewer treatment system Bureau of Water Quality Control that the municipal sewer treatment system is sufficient to treat and dispose of the wastewater generated by the project.
3. The discharge of sanitary wastes to a subsurface disposal system has received approval pursuant to the 'State of Maine Plumbing Code, Part II.'
4. All disturbed areas not paved, used for building space or delineated gravel parking and walkways are seeded prior to September 15 with a grass mixture tolerant of Maine climate or mulched with a binder prior to snow. The mulch

shall be applied at the rate of 130 lbs per 1000 square feet.

5. A vegetative or architectural screen is developed to separate individual lots having significantly different uses. (i.e. office vs. warehousing; commercial vs. industrial)

6. All surface drainage systems from individual facilities are constructed in accordance with the overall park drainage system and do not cause water flow in excess of that for which the park drainage system has been designed or do not cause water to flow outside prescribed drainage easements.

7. Solid waste from individual facilities is transported to a site or sites which are in conformance with State of Maine Solid Waste Management Regulations.

8. Traffic associated with individual facilities does not require relocation or modification of the originally approved park road system or existing roads.

9. Any discharge to the atmosphere other than heating units of less than 10 million b.t.u. input is licensed by the Bureau of Air Quality Control or certification from the Air Bureau that the discharge does not require a discharge license.

10. The applicant shall forward to the Department a description of the lot usage and plot plan of individual lots to insure that the Department maintains up to date industrial park records.

In addition to the above requirements the DEP also requires that all lots in the BAIP be conveyed with a deed covenant:

1. Prohibiting the use and storage of hazardous substances without first obtaining additional approval from the Department, and

2. Requiring the use of foundation drains and parking lot drains to control the high groundwater conditions.

Federal Aviation Administration

A navigational easement and right of way over the land herein conveyed for the use and benefit of the public and for the unobstructed flight of aircraft, at and above the following described imaginary planes:

A plane beginning at a line two hundred fifty (250) feet easterly from the parallel to the centerline of Runway 15-33 at Belfast Municipal Airport, any point on such line being the same elevation as the nearest point on the runway centerline; thence rising in an easterly direction at a rate of one (1) foot for every seven (7) feet horizontal, measured along a line perpendicular to the runway centerline, until reaching a height of one hundred ninety four and six tenth (194.6) of a foot above Mean Sea Level (MSL); thence continuing above the remainder of the property on another plane at a constant elevation of one hundred ninety four and six tenths (194.6) MSL.

Rights of entry, ingress and egress, with respect to the land conveyed; to remove or demolish structures and to cut or top trees or other vegetation which might, at any time, project above such planes; and

The right for the use and benefit of the public, to cause in the air space above the surface of the land demised such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space for landing at, taking off from, or operating on the airport.

The use of the herein described premises is also restricted in accordance with the following restrictive covenants:

That no structures or objects of natural growth, which project or might project above the imaginary planes described above, shall be erected, maintained or allowed on the land conveyed; and

That no use shall be made of the land conveyed for any purpose which may interfere with the use, operation, maintenance and further development of the Belfast Municipal Airport, and in addition, no use shall be made of such land and of structures thereon for purposes which shall create or result in a hazard which will (i) produce electrical interference with radio communications; (ii) make it difficult for pilots to distinguish between airport lights and other; (iii) project glare in the eyes of pilots or (iv) impair visibility in the vicinity of the airport; or (v) otherwise endanger the land, taking off and maneuvering of aircraft; and

That the reservations and restrictions set forth in this instrument of conveyance shall run with the land which shall be the servient tenement, it being intended that the land now and hereafter comprising the airport shall be dominant tenement; excepting, however, that such reservations and restriction shall become void and of no force and effect on such date as the lands comprised in the aforesaid airport shall cease to be used as an airport and subject to the condition that the City of Belfast will retain an interest in the property hereinafter released adequate to permit retention operation and maintenance including right of entry, ingress and egress for such purpose of any airport facilities thereon including but not limited to the airport beacon.

RESTRICTIONS, CONDITIONS OF USE AND
RIGHTS TO REPURCHASE

The following are restrictions on use, covenants and rights to repurchase in relation to lots sold from the Belfast Business Park, Phase I and II (also known as North Phase and South Phase) for all lots sold after January 1, 2004, all of which shall be appurtenant to and run with the land and may be enforced by the City of Belfast, its agents, assigns and successors in interest:

I. Except for a mortgage to secure payment of monies borrowed to finance construction upon the herein conveyed premises, Grantee shall not, for a period of five (5) years from the date of this instrument, convey any interest, in and to the premises herein described without the consent of the Grantor.

II. Grantee does hereby covenant and agree that within a period of two years from the date of this deed, it shall have constructed on the premises a building which shall be in operation and used for conducting the business known as [REDACTED] which shall include [REDACTED] except that if substantial completion is rendered impossible or work upon the proposed improvements would impose an undue hardship upon the owner due to natural disaster or other supervening force beyond the control of the occupant, then, in that event, the Grantee and Grantor shall agree upon a reasonable extension, based upon the circumstances.

III. The premises herein conveyed shall, for a period of five (5) years, be utilized by the Grantee as immediately aforementioned unless written permission is otherwise granted by the Grantor.

IV. If, within five (5) years, the Grantee, for any reason are unwilling or unable to comply with the covenants aforementioned, Grantor shall have a right of first refusal to re-purchase the premises, together with any buildings and fixtures located thereon, from the Grantee and an option to purchase the premises, together with any buildings and fixtures located thereon, from the Grantee for the purchase price paid by the Grantee, plus actual costs (excluding finance charges and taxes) of improvements made by the Grantee on or to the premises. Grantor may also re-purchase as described herein for default of the requirements of Paragraph II above.

V. Any improvement made upon the premises shall be deemed to have been taken in violation of these restrictions and covenants, if it violates any of the following, or if done

without the approval of the Grantor with regard to the following:

A. All improvements shall comply in every respect with all applicable laws, rules and ordinances; Federal, State and local;

B. No signs shall be permitted on any lot unless approved by the City of Belfast, in writing. Said approval shall not be unreasonably withheld.

C. Signs:

1. Signs shall be no more than 12' in height above the average grade elevation of the site.
2. They shall not be lit, indirectly lit, either internally nor externally.
3. No neon nor intermittent or movable character signs shall be permitted.
4. Signs shall not extend above the eaves of the building nor shall they be erected on more than two walls of any building, so long as said approval may also be obtained according to other ordinances within the City of Belfast.

D. Landscaping:

No landscaping nor fences shall be constructed prior to approval from the City of Belfast, as well as any other approvals which must be obtained from the Planning Board of the City of Belfast, subject to the following:

1. The area between each lot, any street and the minimum setback line shall be landscaped with attractive combinations of trees, shrubs and other ground cover.
2. Perimeter parking shall be landscaped with plant material to screen said areas from view and lessen the impact on neighboring sites.
3. After completion, landscaping shall be maintained in a sightly and well-kept condition.
4. The City of Belfast reserves the right to approve the location, materials and design of all fences prior to construction. Said approval shall be obtained in writing.

E. Parking areas

1. All parking shall be off-street and on-site and shall be approved through the Planning Board of the City of Belfast.
2. Parking areas shall also meet the following requirements:

- c. no on-street vehicle loading or off-loading shall permitting
- d. loading dock areas shall be set-back, recessed or screened to minimize visibility from neighboring properties
- e. driveway entrances shall be limited to two per lot, except for extraordinary circumstances, after written approval from the City of Belfast

F. Storage areas:

1. All storage of bulk materials shall be completely within the building. If not, the exterior space must be adequately screened from public view and Grantee must receive written approval from the City of Belfast prior to construction.
2. There shall be no storage containers in the form of tractor trailer storage containers nor railroad car storage containers on the premises.
3. Separate storage buildings must be constructed of the same exterior materials to be architecturally consistent with the main structure in terms of roof pitch, height, design, and color.
4. No used building materials, trash, junk, unregistered vehicles, refuse, or non-operational equipment shall be stored outside of the building without written approval of the City of Belfast.

G. No nuisances shall be permitted to exist or operate upon said lot so as to be offensive or detrimental to any adjacent lot or its occupants. A nuisance shall include, but not be limited to any of the following:

1. Any use that emits dust, vapors or odors, liquids or solids into the atmosphere or upon the property conveyed herein or upon any neighboring property or any water body that may adversely affect, in the sole discretion of the City of Belfast, the health, safety, comfort, welfare, or value of persons or property.
2. No unapproved or hazardous waste nor any other substance nor material of any kind shall be discharged into any public sewer serving the property, in violation of any Federal, State, or local regulation and/or ordinance.
3. No toxic nor hazardous chemicals shall be stored or used on the premises in violation of any Federal, State, or local law, rule, regulation and/or ordinance, nor without the written approval of the City of Belfast.
4. Any discharge or release of any hazardous substance in any approved container shall be a violation of these covenants.
5. No flammable nor explosive materials nor underground storage tanks may be used or permitted on the premises without the written approval of the City of Belfast and any other regulatory authority or agency with jurisdiction.

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H. All exterior mechanical equipment and environmental systems, antennas and any other item on the exterior of the building shall be screened with landscaping or attractive architectural features shall be integrated into the structure itself.

VI. The premises shall, at all times, be utilized for only those uses allowed as permitted uses within the zone in which the property is located pursuant to all ordinances of the City of Belfast.

VII. The conveyed premises as described in the deed attached hereto may not be subdivided.

VIII.

1. The premises described in the deed attached hereto are subject to the following provisions:

a. A navigational (avigation) easement and right of way over the land conveyed in said deed for the use and benefit of the public and for the unobstructed flight of aircraft at and above the following described imaginary planes:

A plane beginning at a line two hundred fifty (250) feet easterly from and parallel to the centerline of Runway 15-33 at Belfast Municipal Airport, any point on such line being of the same elevation as the nearest point on the runway centerline; thence rising in an easterly direction at a rate of one (1) foot for every seven (7) feet horizontal, measured along a line perpendicular to the runway centerline, until reaching a height of three hundred forty-six (346) feet above Mean Sea Level (MSL); thence continuing above the remainder of the property on a horizontal plane at a constant elevation of three hundred forty-six (346) feet MSL.

b. Rights of entry, ingress and egress, with respect to the land conveyed; to remove or demolish structures and to cut or top trees or other vegetation which might, at any time, project above such planes; and

c. The right for the use and benefit of the public, to cause in the air space above the surface of the land demised such noise as may be inherent in the

operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space for landing at, taking off from, or operating on the airport.

2. The use of the herein described premises is also hereby restricted in accordance with the following restrictive covenants:

a. That no structures or object of natural growth, which project or might project above the imaginary planes described above, shall be erected, maintained or allowed on the land conveyed; and

b. That no use shall be made of the land conveyed for any purpose which may interfere with the use, operation, maintenance and further development of the Belfast Municipal Airport, and in addition, no use shall be made of such land and of structures thereon for purposes which shall create or result in a hazard to flight such as, but not limited to, any purposes which will (i) produce electrical interference with radio communications; (ii) make it difficult for pilots to distinguish between airport lights and other; (iii) project glare in the eyes of pilots; (iv) impair visibility in the vicinity of the airport, or (v) otherwise endanger the landing, taking off and maneuvering of aircraft; and

c. That the reservations and restrictions set forth in this instrument of conveyance shall run with the land which shall be the servient tenement, it being intended that the lands now or hereafter comprising the airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid airport shall cease to be used as an airport and subject to the condition that the City of Belfast will retain an interest in the property hereinafter released adequate to permit the retention operation and maintenance including right of entry, ingress and egress for such purpose of any airport facilities thereon including but not limited to the airport beacon.

IX. Enforcement of Covenants:

The City of Belfast may enforce any breach or violation of these covenants in the Belfast District Court or the Waldo County Superior Court at the City's sole discretion in the event that legal enforcement action is taken for violation of the covenants. The City of Belfast may pursue as a defendant the Grantee, its assigns, and successors in interest, including any leaseholders or other occupants or persons using the premises. A "person" may include an individual, partnership, corporation, LLC or any other legal entity.

Enforcement procedures shall be as follows:

A. A notice of violation of any breach of any covenant or restriction shall be provided by the City of Belfast, in writing, to the Grantee or occupant or user, including heirs, assigns, and successors in interest, with an order to abate the violation within 30 days to the satisfaction of the City of Belfast, its agents and/or employees.

B. After a failure to abate the condition within 30 days, the City of Belfast shall be free to pursue any and all legal and equitable remedies, including restraining orders, temporary and permanent injunctions.

C. In the event of any violation of the terms and conditions of the restrictive covenants which endanger the health, safety or general welfare of property or persons, the City of Belfast may provide a seven day notice to abate.

D. In addition to any of the remedies described above, the City of Belfast may enter upon the lot where the violation or breach exists and summarily correct, abate or remove, at the expense of the owner, occupant, and/or the heirs, assigns and successors in interest, any improvement, structure, thing, or condition, and stop any use deemed by the City to be in violation of these covenants. Such entry shall not be deemed a trespass, nor shall the City or its agents be liable for actions taken hereunder which they may take within their reasonable discretion. The Grantee, occupant and/or heirs, assigns and successors in interest, shall then reimburse the City of Belfast for all of its expenses incurred as a result of any summary correction, abatement or removal of things or conditions on the premises. Said expenses shall be paid within 60 days of the presentment of the bill by the City of Belfast. Failure to pay shall be a further violation of the terms and conditions herein. In the event that the City of Belfast initiates any legal or equitable action as described herein, the City shall be entitled to reimbursement of all of its reasonable attorney's fees if the City prevails in the action, either in part or in whole. In no event and under no circumstances shall the City be responsible to Grantee, occupants, heirs, assigns and/or successors in interest for attorney's fee.

X. Failure to enforce:

The failure of the City of Belfast to enforce any requirement, restriction or standard herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor forfeiture of the right to enforce in the future.

XI. As used herein, the reference to the City of Belfast shall mean the City Council of the City of Belfast and/or its duly designated agent, including the City Manager, after

consultation with the City Council. Thus, all references herein to the City of Belfast are separate and aside from any administrative body of the City of Belfast such as the Code Enforcement Officer, the Planning Board, the Zoning Board of Appeals, the Board of Assessment Review or any other department head or administrative board agency of the City of Belfast.