

The Economic Development Authority of the County of Accomack, Virginia

August 14, 2012

The Economic Development Authority met in the Conference Room of the Accomack County Airport Terminal Building, on Tuesday, August 14, 2012 at 9:00 a.m.

Members Present: John LeCato, Chair  
Wesley Edwards  
Irene Davis  
Robert Bloxom  
Robert Marshall  
Guests Rich Morrison, Planning Department  
Mark Taylor, County Attorney

**Call to Order**

The EDA meeting was called to order at 9:00 a.m. by Chairman John LeCato.

**Roll Call**

The following members were present: John LeCato, Robert Bloxom, Wesley Edwards, Irene Davis, Robert Marshall.

**Public Comment**

No one from the public was in attendance. Chairman LeCato acknowledged Rich Morrison for being in attendance.

**Election of Officers**

Chairman LeCato stated there had been some confusion concerning the election of officers at the last meeting. He explained that Fredia Ward had sent a letter to him and stated when the Vice Chair resigned, a temporary Vice Chair was nominated only until the regular election of officers which should have been held at the July meeting. He continued and told the EDA members that the election of officers needed to be held at the

meeting today. A discussion ensued. Mr. Robert Bloxom made a motion to continue with the same chair, vice chair, and treasurer for the year of 2012 as we have now. Mr. Robert Marshall seconded the motion. The motion was approved with Shirley Zamora and Ira Ashby-Hope absent.

#### **Approval of July 10, 2012 Minutes**

Mr. Robert Bloxom made a motion to approve the July 10, 2012 minutes with corrections. Mr. Robert Marshall seconded the motion. The motion was approved. *Mr. Marshall made a motion to approve the letter after the corrections were made. Shirley Zamora seconded the motion. The motion was approved. Chairman LeCato read the letter Mr. Bloxom had written to give to the tenants asking them to attend the August 14, 2012 meeting. Mr. Marshall made a motion to approve the letter after the corrections were made. Ira Ashby-Hope seconded the motion. The motion was approved.*

Mr. Bloxom made a motion to rescind the previous motion that was made at the July 10, 2012 minutes. Mr. Edwards seconded the motion. The motion was approved with Mrs. Zamora and Mrs. Ira Ashby-Hope absent.

#### **Treasurer's Report**

Mr. Marshall stated he had no report to give because Lynn Sherwood receives the bank statements and she was out of the office. Mr. LeCato stated he had signed off on the grass cutting bill. Mr. Marshall stated there was an estimated balance of \$17,000 in the account.

#### **Informational Report from Chairman and Members**

Mrs. Davis did not have a report.

Mr. Edwards told the EDA members Mrs. Davis was officially an EDA member of the ANPDC. He continued and told the members the 100 page document was not yet approved but changes had been made to it and when the ANPDC meets again it would probably be approved at that meeting. He said once the document would be approved and submitted the ANPDC would become eligible for a large amount of grant money for Economic Development in the access of \$200,000. Mr. Edwards responded to questions from the EDA members.

Mr. Morrison stated the document was prepared locally and was submitted to the Economic Development Authority (Federal). He continued and stated you were not grant eligible unless you have a document that meets their requirements. Mr. Morrison said he would send the project list via email to the EDA members. A discussion ensued.

Mr. Marshall spoke on the overgrowth of the BaySys building because it was an eyesore in the Park. A discussion ensued concerning adding the situation to the Covenants. Mr. Marshall made a motion to send a letter to Mr. Steve Walton asking him to cut the shrubs and clean up his property. Wesley Edwards seconded the motion. The motion was approved with Ira Ashby-Hope and Shirley Zamora absent. Mr. Marshall informed the EDA members he had just received a copy of the bank statement and the statement showed a balance in the EDA's account was \$17,701.62.

Mr. Morrison gave an update on the Seafood Processing Plant in Mappsville, and aquaculture prospect, and the Enterprise Zone (Atlantic Medical Center and the Old Onancock School).

Mr. Edwards told the EDA he felt very uncomfortable with Real Estate Realtors doing Economic Development work. A discussion ensued.

Mr. LeCato said Ira Ashby-Hope met with Go Daddy and had gotten a copy of the disc back that has the pictures and also she had taken the pictures of the Office Park in Belle Haven and would be having a meeting hopefully sometime this week. Mr. LeCato stated he had signed the contract with JTZ Enterprise for \$950.

Mrs. Davis stated that the amount of the contract would be \$1000 instead of the \$950 because it was a fee of \$50 for email addresses. She told the EDA she would get Mr. LeCato to sign the contract again because she had made a mistake.

Mr. LeCato spoke on the Small Business Loans availability and would keep the EDA updated.

### **Covenants**

Mark Taylor, County Attorney presented a draft of the covenants he had revised for the EDA to review.

# **Accomack Airport Industrial Park ~~Protective Covenants, and~~ Restrictions and Policies**

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Economic Development Authority of Accomack County, Virginia  
29194 Parkway North  
Melfa, Virginia 23410

Revised 01/03/1985  
Revised 12/01/1986  
Revised 09/14/2010  
Revised 8/ /2012

**ACCOMACK COUNTY INDUSTRIAL PARK**  
**PROTECTIVE COVENANTS AND RESTRICTIONS, AND POLICIES**

**1. STATEMENT OF INTENT**

The ~~primary~~ purpose of the Accomack County Industrial Park, hereinafter called, Park, is to ~~establish a district in which a mix of uses will be laid out and developed. The purpose is to~~ promote the orderly establishment and expansion of industry and related commercial facilities to develop and expand the economic base of Accomack County.

The properties of the Park ~~are owned by the Economic Development Authority of Accomack County, hereinafter called EDA, and are~~ shall be subject to these ~~protective covenants and restrictions and policies which shall~~ run with the land ~~so as to insure the proper development and use of the property~~ binding all purchasers, successors and assigns.

**2. GENERAL PROPERTY USES**

Each building or parcel of land shall be used for industrial, commercial, or business ~~uses as approved by the EDA.~~ in accordance with these Covenants.

**3. APPROVAL OF PLANS**

Before commencing the construction or alteration of any buildings, additions, enclosures, fences, loading docks, street designs, parking facilities, storage yards, or any other structures or permanent improvements on or to any Park property ~~the real estate conveyed hereby, or the intended use of the real estate conveyed hereby,~~ the Owner (~~Grantee~~) shall first submit its building plans, specifications, site and landscape plans and an elevation sketch of all improvements to be placed thereon and a statement of the intended use to the EDA for its review of conformity with these Covenants ~~written approval.~~ The EDA shall approve or disapprove in writing such building plans, specifications, site and landscape plans and elevation sketch and intended uses within forty-five (45) days after they have been submitted to the EDA. Any disapproval shall be accompanied by a brief statement of the basis of the disapproval, including reference to Covenant(s) to which the submittal was found to be non-conforming. Neither the EDA nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

**4. GOVERNMENT AND AGENCY REGULATION**

Each and every portion of the structures, improvements, and uses in the Park shall be subject to all present and future applicable laws, ordinances, rules and regulations and orders of the United States Government, the Commonwealth of Virginia, the County of Accomack or any other political subdivision of the foregoing, as well as the EDA. No land or building in this district shall be operated in a manner so as to create any dangerous, injurious, noxious or otherwise objectionable fire, explosive, or other hazard, noise, or vibration, smoke, dust, dirt or other form of air pollution; electrical or other disturbance, glare, or other substance condition or element in such amount as to adversely affect the surrounding area or premises. All property owners shall be subject to the laws and regulations relating to noise, vibration, smoke, other air pollutants, odors,

radioactivity or electrical interference, glare, fire and explosions hazards, waste and public nuisances of the appropriate local, state and federal agencies.

**5. MAXIMUM BUILDING HEIGHT OR HEIGHT REGULATIONS**

Buildings may be erected not exceeding the limits set by the Federal Aviation Administration (FAA), other federal or state law, or county ordinance pertaining to airport safety.

**6. SETBACKS**

The setback shall be defined as the minimum distance by which any building or structure must be separated from the lot boundary line. For permitted uses, there shall be provided on every tract or lot between any building foundation wall and the lot line the following setbacks:

Front yard: Fifty (50) feet from street right-of-way; provided that where there are cul-de-sacs, the street right-of-way line from which the setback shall be measured shall be an imaginary line as if there were an extension or elongation of the straight part of the street right-of-way line leading up to the cul-de-sac and running through the cul-de-sac.

Side and rear yards: A minimum of twenty (20) feet for a building or in accordance with Accomack County zoning laws whichever is greater at the time of construction.

**7. ARCHITECTURAL CONSTRUCTION CONTROLS AND LOT COVERAGE**

Exterior walls shall be finished in a manner acceptable to the EDA as to architectural details and colors (changes in materials or colors to be used for repainting or resurfacing the exterior must have the prior approval of the EDA). The EDA encourages harmonious development within the Industrial Park, so that no one structure will detract from the attractiveness of the overall development. The front elevation of any building facing and/or visible from Route 13 shall be finished in brick, decorative face concrete block, stone, or exposed aggregate faced concrete panels. Roofs facing and/or visible from Route 13 shall be finished with wood, slate, or asphalt shingles (or synthetic materials engineered to look like such materials), or standing-seam metal. Pitched roofs are strongly encouraged on any structure less than one and one-half stories in height. Otherwise, all exterior building surfaces may be of any material, texture, color and finish that complements and harmonizes with existing structures in the Industrial Park.

All exterior air conditioning or other equipment or fixtures which are customarily incidental and accessory to the use of buildings, shall be screened in a manner approved by the EDA.

**8. LOADING AND STORAGE**

All loading areas shall be off-street at the side or rear of buildings and landscaped so that ~~the view from the streets or roads at all points opposite view~~ said loading docks shall be screened from view from the street. All loading docks or areas shall be located ~~at such points or places~~ so as to accommodate all trucks and trailers or other vehicles without protrusion into streets ~~during the time of loading or unloading or waiting for either.~~

**9. LANDSCAPING STANDARDS**

The area between building and property lines shall be landscaped with trees, grass, shrubs, or pedestrian walks or for off-street surfaced parking areas or driveways, all of which shall be kept and maintained in a neat and orderly manner. Grass shall not reach a height of more than eight (8) inches.

**10. MAINTENANCE, CONDITION AND APPEARANCE OF THE PREMISES**

In order to maintain a quality environment for all owners in the Park and to enhance and maintain the value of the real estate therein, all owners and occupants in the Park shall maintain their real property and all improvements of whatever nature thereon, in a safe, clean and wholesome manner and in an adequate and complete condition of repair at all times, and shall comply with all laws, ordinances and regulations pertaining to health and safety.

**11. REFUSE**

All waste materials or refuse, combustible and non-combustible, shall be stored and maintained in closed permanent containers. All containers shall be shielded from view by permanent structures, screens or landscaping compatible to the building design and otherwise approved by the EDA.

**12. SIGNS**

Only those signs identifying the name, business and products and/or services of the firm and traffic and directional signs shall be permitted. Prior to erection of any sign, the location, size, design, text, and color shall be approved by the EDA consistent with existing signage. Monument-type signs are strongly encouraged. All signs must be set back a minimum of 15 feet from the right-of-way line. Signs should harmonize closely with their associated building with regard to the style, materials, colors, etc. of their construction. Signs may be lighted, but shall not utilize any flashing, blinking, intermittent or moving lights.

**13. OUTDOOR STORAGE AND DISPLAY**

Outdoor storage or displays shall be screened from view from the public streets by landscaping or fencing as approved by the EDA and shall be placed so as to conform with the setbacks unless otherwise approved by the EDA. Screening shall be attractive in appearance and in keeping with the architectural quality of the Park.

**14. RIGHTS-OF-WAY, EASEMENTS AND UTILITIES**

The EDA specifically reserves the exclusive right at any time to retain or grant easements, rights-of-way or consents over, under and across all setback areas and property lines for water, sewer, electrical, telephone and other utilities, and for the maintenance of the same.

**15. OFF-STREET PARKING**

Off-street automobile parking spaces shall be provided in the ratio of one parking space for every 1.25 employees. No such parking spaces shall be permitted closer than five (5) feet from the side or rear lot lines or ten (10) feet from the front lot line.



**16. RE-SUBDIVISION**

Parcels of real estate purchased or leased from the EDA shall be considered as a single unit, and they shall not be re-subdivided, or a portion of the land sold, leased, or rented, unless prior written approval is granted by the EDA. This restriction on subdivision is in addition to any restriction imposed on subdivisions by the Accomack County Subdivision Ordinances.

**17. REPURCHASE**

Should any owner wish to sell or otherwise convey any real estate within the Park, the Owner shall give the EDA written notice of such intention, together with any proposed purchase price, terms of sale or conveyance and name of the true purchaser or grantee. The EDA shall have the following options to be exercised in writing delivered to the Owner and shall respond within forty-five (45) days from the receipt of such written notice as to which option it will select: ~~(a) permit a proposed sale or conveyance to the purchaser or grantee; (b) agree to purchase the real estate for the same price and upon the same terms as those which had been offered to the prospective purchaser; or (c) agree to purchase the real estate upon a purchase price which is the sum of the amount for which the EDA originally sold the real estate to the owner plus the fair market value of any improvements on the real estate, which fair market value may be agreed upon, or otherwise shall be determined by the majority among three qualified appraisers, one appraiser being appointed by the EDA, one being appointed by the owner, and one being appointed by the two appraisers so appointed. However, anything in this Section 17 to the contrary notwithstanding, the restrictions of this Section 17 shall not apply to any proposed sale of developed and improved real estate within the Park in which such proposed sale constitutes a part of a sale of all or a portion of a business located in the Park, or to any building or structure constructed by a grantee as a speculation building or structure pursuant to specific approval therefore by the EDA in advance of such construction.~~

**18. ENFORCEMENT**

In the event any Grantee violates any of these covenants and fails to cure the same within thirty (30) days after the receipt of written notice from the EDA, then the EDA expressly reserves the right to enter upon the Grantee's premises and take any lawful action to cure such violation, and all reasonable costs thereof shall be the responsibility of the Grantee, including attorney's fees. In addition, the EDA may pursue any other legal remedies available to it to enforce these covenants, and any Grantee violating these covenants shall be responsible for all reasonable costs and attorney's fees for enforcement.

**19. VARIANCES**

Notwithstanding anything herein contained to the contrary, the EDA expressly reserves the right at any time and from time to time to authorize variances from the strict application of these Protective Covenants or any one or more of them where the circumstances, in its sole and exclusive judgment, justifies the granting of same, but no such variance shall be granted without reasonable notice to all other affected property owners in the Park of the intention on the part of the EDA to grant a variance. All

variances must be issued in writing and authorized by a two-thirds majority vote of all members of the EDA.

**20. AIRPORT SAFETY**

Notwithstanding any other section of these Covenants, buildings and structures of all kinds shall be limited to maximum elevations above the ground in compliance with flight clearance standards set by the Federal Aviation Administration.

**21. REVERSION**

Whereas the other paragraphs in these covenants create covenants enforceable by injunction, specific performance or other appropriate legal remedy, it is specifically provided in this paragraph that conveyances by the EDA to grantees subsequent to the recordation of these covenants shall, in addition to such other legal remedies, whether or not expressly stated in such conveyances, be subject to a right of entry for condition broken if either of the subparagraphs below in this paragraph applies:

- (a) It is understood that real estate is granted and conveyed by the EDA so long as the real estate is improved with buildings or structures for the uses provided in these covenants; therefore, should there be no building or structure which complies with these covenants commenced (including necessary land preparation for a building or structure) on any parcel of real estate granted or conveyed by the EDA with one (1) year after the date of such conveyance, then the EDA may enter and possess the real estate as of its former estate.
- (b) It is understood that real estate is granted and conveyed by the EDA upon the condition that the real estate and any buildings or structures thereon will be put to the uses provided for in these covenants within a reasonable time; therefore, should any building or structure commenced on any parcel of real estate granted or conveyed by the EDA not be completed and put to the uses provided for in these covenants within three (3) years after the date of such conveyance or grant, then the EDA may enter and possess the real estate as of its former estate. Anything in this Section 21 to the contrary notwithstanding, the rights of the EDA stated in this subparagraph (b) shall be of no force and effect so long as the Grantee shall be diligently attempting to comply with the provisions of this subparagraph (b).
- (c) Should the EDA, pursuant to either subparagraphs (a) or (b) above, exercise its right of entry, then the Grantee shall have ninety (90) days after written notice within which to remove any buildings, structures, fixtures, equipment or other personal property of the Grantee, provided such removal shall not leave the real property in a condition any worse than when originally transferred to the Grantee.

**22. WATER AND SEWERAGE**

All owners and tenants shall use the water and sewerage in the Park.

### **23. AMENDMENTS**

These protective covenants and restrictions may be amended, increased or deleted in whole or in part as to the entire Park or any part thereof upon the written direction of the EDA alone until parcels or lots have been sold and conveyed to ten or more separate owners, and thereafter upon the written consent of the EDA and two-thirds of the separate owners of lots other than the EDA.

Mr. Marshall made a motion to table the covenants until the September 11, 2012 meeting. Mr. Edwards seconded the motion. A discussion ensued. The motion was approved with Ira Ashby-Hope and Shirley Zamora absent.

#### **Invitation to Tenants**

Mrs. Davis made a motion to table the invitation to the tenants to attend the EDA meeting until the Covenants are approved. Mr. Bloxom seconded the motion. The motion was approved with Ira Ashby-Hope and Shirley Zamora absent.

#### **Marketing Strategies**

Mrs. Davis discussed the email she had previously sent to the EDA members concerning what the website designer wants such as links at the top to the page, how many pages it was going to be, but they did not need the text. Mrs. Davis described what the links would do and how they would look and she responded to questions concerning the links and the general concept to build the site. A discussion ensued concerning the links. Mrs. Davis stated she would do more research and bring the information back to the EDA.

It was the consensus of the EDA to have Rich Morrison and staff to handle the incentives (State and Local) Enterprise Zone information.

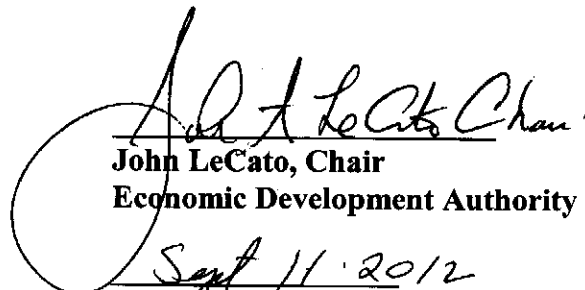
A discussion ensued on the web ads to sell on the web. Mr. Taylor commented on what the EDA could do in a legal capacity under the Code was to promote Economic Development in the County and to operate and promote the Park.

Mr. Edwards made comments on the profile page. The members made comments on the home page and made changes. Mrs. Davis told the members she would fix the revisions and send them out again before they would be sent to the web people.

Mr. Edward's stated he would like to hear comments on the comments he had made. Mr. Edward's stated he did not like the home page picture, the break off, under the locations wording needed to be changed, on page four (4) omit navy comment, better pictures of the Airport, change acreage numbers. Mrs. Davis said she would make the changes on the document for next months meeting.

**Adjournment**

Robert Marshall made a motion to adjourn the EDA meeting and Mrs. Davis seconded the motion. The motion was approved with Ira Ashby-Hope and Shirley Zamora absent..

  
**John LeCato, Chair**  
**Economic Development Authority**  
Sept 11, 2012  
**Date**