

The Economic Development Authority of the County of Accomack, Virginia

September 11, 2012

The Economic Development Authority met in the Conference Room of the Accomack County Airport Terminal Building, on Tuesday, September 11, 2012 at 9:00 a.m.

Members Present: John LeCato, Chair
Wesley Edwards
Shirley Zamora
Iravon Ashby-Hope
Robert Marshall
Guests Rich Morrison, Planning Department
Mark Taylor, County Attorney

Call to Order

The EDA meeting was called to order at 9:15 a.m. by Chairman John LeCato.

Roll Call

The following members were present: John LeCato, Shirley Zamora, Iravon Ashby-Hope, Wesley Edwards, and Robert Marshall.

Public Comment

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

Approval of August 14, 2012 Minutes

Mr. Robert Marshall made a motion to approve the August 14, 2012 minutes with corrections. Mrs. Shirley Zamora seconded the motion. The motion was approved.

Treasurer's Report

Mr. Marshall gave the Treasurer's Report stated the beginning balance was \$17,701.62 and 75 cents interest had accrued giving a current balance of \$17,702.37. He

continued and stated a grass cutting bill for July and August for the amount of \$198.84 would be taken out of the account leaving a balance of approximately \$17,500.

Informational Report from Chairman and Members

Mrs. Hope stated she had taken more pictures for the websites and would be sending them to Irene Davis so the EDA could approve the pictures and discuss the issue of personal pictures of homes. A discussion ensued. Chairman LeCato stated at next month's EDA meeting the issues of pictures to be put on the website would be discussed for approval.

Mr. Morrison asked the EDA for direction concerning a prospective prospect looking for a site on the east coast for a lease building on a 15 acre site. He passed a map of land tracts owned by the EDA around the table for the EDA to review. A discussion ensued on water and sewer and natural gas with Chesapeake, and selling the timber on the site. A lengthy discussion ensued on the financing of the building *Mark Taylor arrived at the meeting.*

Shirley Zamora made a motion to pursue the prospective business locating in the Industrial Park and have Mr. Morrison continue with the task and bring information back to the EDA meeting next month. Iravon Ashby-Hope seconded the motion. The motion was approved with Robert Bloxom and Irene Davis absent. Mr. LeCato asked Mr. Morrison to contact the Governor's Office to see if he could find out if it was possible if the EDA would be allowed to borrow the money as an agency because he was not sure if it would be allowed. Chairman LeCato stated he knew the EDA could lend money but was not sure if they could borrow the money from their own fund. Mr. Morrison stated he would call and find out. Chairman LeCato asked Mr. Morrison to ask for a dollar

amount of \$10 million dollars to see if it could be borrowed. A discussion ensued.

Robert Bloxom arrived at the meeting. A discuss ensued concerning the 101(5A1) property. Mr. LeCato explained that the property was the timber area that he previously had gotten a quote on for selling of the timber. Mr. Morrison asked Chairman LeCato if the prospective business was to take off moving quickly if a Special Meeting could be called and Chairman LeCato stated he would call a Special Meeting.

Chairman LeCato stated he had not gotten in touch with anyone at BaySys concerning the grass trimming and was not able to contact anyone to see who was in charge of the building. Mr. LeCato stated he did go by the building this morning and there were people working in the building and the building was being used. Chairman LeCato told the EDA that Lucas Underground had several ice machines outside of their building and grass was growing around them and according to the revised covenants (item 7) this should not be allowed because they should be placed in a screened in area. Wesley Edwards made a motion to have County Attorney Mark Taylor write a letter and send it to Lucas Underground stating they were not complying with the Covenants. Shirley Zamora seconded the motion. The motion passed 5-1. **Ayes:** John LeCato, Shirley Zamora, Wesley Edwards, Iravon Ashby-Hope, Robert Marshall **Nays:** Robert Bloxom **Absent:** Irene Davis A discussion ensued.

Mr. Taylor stated he would go by the business and tell them that the EDA was trying to sell lots in the park and would they cut the grass around the ice machines to apply with the covenants.

Covenants

Chairman LeCato asked the EDA members if they had remarks after reading the draft covenant changes. A discussion ensued on BaySys (Interad Building).

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

Wesley Edwards made a motion to adopt the covenants with the changes as presented. Iravon Ashby-Hope seconded the motion. The motion was approved with Irene Davis absent.

Accomack Airport Industrial Park Protective Covenants, and Restrictions and Policies

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.

Tenant Invitation

Chairman LeCato addressed the tenant invitation to invite them to the EDA meeting next month to agree with the covenant changes. Chairman LeCato asked Mark Taylor to draft a letter to the tenants. Mr. Taylor stated he would send the previous covenants and the covenant changes to the tenants in the Park and let them review them along with the letter and invite them to attend the EDA meeting on October 9, 2012 to give their input on the covenants. Mr. LeCato asked the County Attorney to notify him when the letter was completed and he would sign it.

Marketing Strategies

Wesley Edwards stated in order for the EDA to be successful they would have to have a marketing budget whether it would be magazines, advertising, newspapers, or circulation. Mr. Edwards stated the website would be nice, but strongly felt a marketing plan was needed. He continued and stated he felt the EDA would have to go to the BOS and ask for a budget and his recommendation would be a budget for \$40,000 to \$50,000 per year and should be asked for at budget time. A discussion ensued.

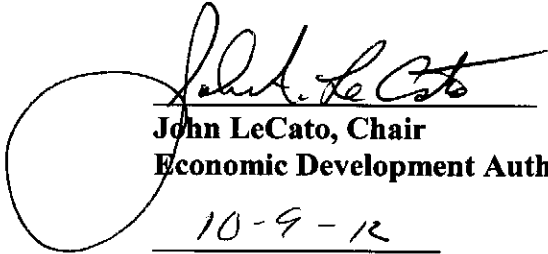
Chairman LeCato stated the EDA had agreed previously before Mr. Edwards became a member of the EDA, to pursue the website and get it completed to show the BOS and the County that the EDA had done everything they possibly could do before they would request funds from them. Chairman asked Mr. Edwards if he would start

putting together options on advertising for the future and bring back to the EDA his findings.

A discussion ensued on the Realtor Fee free land negotiation and if he would agree to an amendment to his contract. A discussion continued to obtain a copy of the Realtor Agreement.

Adjournment

Robert Marshall made a motion to adjourn the EDA meeting and Shirley Zamora seconded the motion. The motion was approved.



John LeCato, Chair
Economic Development Authority
10-9-12

Date