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Havana Business Park

Phase 2

PROTECTIVE COVENANTS

Mayor Brenda Stadsholt

Alderman Robert Cooper
Alderman Randall Bell
Alderman Andrew French
Alderman Charles Campbell
Alderman James Stroh
Alderman Ross McDowell
Alderwoman Rebecca Chaney
Alderwoman Portia Brown

August 21, 2018

These covenants are intended to amend, and be substituted for, the Havana Business Park Protective Covenants filed of record on August 6, 2013 at the Recorder of Deeds, Mason County, Illinois.

I. PROPERTY SUBJECT TO THESE PROTECTIVE COVENANTS

The City of Havana, an Illinois Municipal Corporation, owner of the following described real estate, commonly known as the Havana Business Park Phase 2:

Being part of the Southeast quarter of Section 6, Township 21 North, Range 8 West of the Third Principal Meridian, Mason County, Illinois further described as follows:

OUTLOT B CONTAINING 35.946 ACRES AS SHOWN ON THE CORRECTED FINAL PLAT FOR THE HAVANA BUSINESS PARK. RECORDED ON JUNE 18, 2001 IN PLAT BOOK 9 ON PAGE 177 (SLIDE 177) IN THE MASON COUNTY RECORDER OF DEEDS OFFICE. BEING PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, MASON COUNTY, ILLINOIS.

General Purpose Statement

These covenants are for the mutual benefit and protection of the property owners of the Havana Business Park Phase 2. The Business Park is designed to be attractive to people, promote investment and development, provide a pleasant environment for business and industry, with a proper balance of open space, landscaping, circulation systems, and to provide proper maintenance and quality upkeep within the various land use areas. All of this shall enhance the concept for a well-balanced, totally interrelated business community. These covenants are a modification of the 2013 covenants for the original business park and pre-empt those covenants within the business park property (Phase 2) described in Article I of this document.

A Federal Economic Development Administration (EDA) grant was awarded in 2017. The Scope of Work for this grant that partially funded the infrastructure in this section of the business park is described as:

The *Authorized Scope of Work* for this Award is intended to improve vacant land for use as a business park, with lots sold to businesses with the expectation of job creation. The work is to include the development of 35.95 acres of the Phase 2 portion of the existing City of Havana Business Park. The work is to include: 30 feet wide x 1,000 feet long asphalt road with 110 feet diameter cul-de-sac, 2,364 LF of curb and gutter, storm water basin, 1,300 LF of various sizes storm sewers, 1,810 LF 8-inch sanitary sewer, 1,978 LF 8-inch water main, pavement markings; traffic control and protection; soil erosion and control; and all related appurtenances. Note: All dimensions are approximate.

Article VII. of this covenant document contains language regarding requirements of the sale of property within Phase 2 of the business park to comply with EDA funding requirements.

Definitions

For the purposes of this agreement, the following terms shall have the following meanings:

Adequate Consideration – The fair market value at the time of sale or lease of any Property, as adjusted, in EDA's sole discretion, by any services, property exchanges, contractual commitments, acts of forbearance or other considerations that are in furtherance of the authorized purposes of the Investment Assistance, which are received by the Recipient or Owner in exchange for such Property.

Building Site – The entire tract or parcel of real estate owned by any one individual or entity, including any lot or portion thereof.

Fair Market Value – Probable price at which a willing buyer will buy from a willing seller when (1) both are unrelated, (2) know the relevant facts, (3) neither is under any compulsion to buy or sell, and (4) all rights and benefit inherent in (or attributable to) the item must have been included in the transfer.

II. ADMINISTRATION AND REVIEW

These Covenants shall be administered and enforced by the Havana Business Park Review Committee, hereinafter referred to as the Review Committee.

- A. **Structure.** The Review Committee shall consist of three (3) members to be selected by the record owners of a majority of the land area of the Havana Business Park. If the City of Havana is the record owner of a majority of the land area of Havana Business Park, the Committee shall be selected as follows:

The Chairperson of the Review Committee shall be selected by the Mayor of the City of Havana with the consent of the City Council, shall serve a term of three (3) years and shall not be eligible to serve successive terms of office as Chairperson. The remaining two (2) members of the Review Committee shall be appointed by the Mayor with the consent of the City Council. One of these initial appointments shall serve a term of one (1) year and the other will serve a term of two (2) years, with their successors serving terms of three (3) years. If at any time the City of Havana is no longer the record owner of a majority of the land area of Havana Business Park, the Review Committee members shall continue in office until replaced by the record owners of a majority of the land areas of Havana Business Park by duly recorded written instrument.

- B. **Liability of Review Committee Members.** Each member of the Review Committee hereunder shall be responsible only for such member's own wrongful acts and willful default and not one for the other or others, and no member herein shall ever be held personally liable for injury to persons or property by reason of any act or acts of commission or omission by said members respectively or collectively, except that each member shall be liable for injuries caused by such member's own intentionally wrongful acts.

The Review Committee shall not be liable in damages to anyone submitting plans for approval or making any other request of the Committee, or to any Owner, lessee or sub-lessee of property in the Business Park by reason of mistake in judgment, negligence or nonfeasance of the Review Committee, its agent or employees, arising out of or in connection with the approval or disapproval, or failure to approve any plans or other requests.

- C. **Procedure.** The consent of the majority of the members of the Review Committee shall be required for all actions to be taken by the Review Committee. The Review Committee shall adopt reasonable rules of procedure.
- D. **Authority.** The Review Committee shall be the final authority for these Covenants in all respects, except as provided in Section III.

- E. Variances. Upon written application, the Review Committee, in its discretion, may grant variances from these Covenants. All variances must be in writing. No variances shall be granted that will affect the overall quality and consistency of the Havana Business Park, or which shall materially change the covenants and restrictions set out herein.

III. APPEALS

If the City of Havana is the record owner of a majority of the land area of the Havana Business Park, any adverse decision of the Review Committee may be appealed to the City Council. An appeal must be in writing and must be filed with the City Clerk within 14 days of the decision being appealed. The City Council shall hear the appeal within 14 days of the date of filing the appeal and shall render a decision within 14 days thereafter.

IV. DEVELOPMENT PROCESS

- A. Site Application. The purchaser of any undeveloped parcel within the Havana Business Park shall place an option to purchase the desired site with the City of Havana, contingent upon the approval of the development plan. The purchaser shall agree, in writing, to begin improvements on the site according to the approved development plan within 180 days of approval of the plan and demonstrate, in writing, his intentions to complete all improvements specified in the approved development plan in a reasonable amount of time as agreed to by the purchaser and the City.
- B. Development Plan Review. The purchaser of any undeveloped parcel or the owner or the purchaser of any developed parcel who wishes to engage in any construction, exterior remodeling, demolition or alteration of the improvements to the parcel shall submit five (5) copies of a development plan in six (6) segments to the Review Committee. The Review Committee shall approve or deny, in writing, the development plan within 30 days of receipt by the Review Committee of all the information specified below, unless additional information is requested by the Review Committee, in which case, the approval or denial shall be within 30 days of receipt of the additional information. The Review Committee, in its discretion, may give the reason for its denial of the development plan. The review and written approval by the Review Committee shall take place before construction is commenced on any project.
- C. Development Plan. The six (6) segments of the development plan are as follows:
 - 1. Site Plan. The site plan shall contain the following information and meet the following specifications:

- a. Scale: not less than 1"=50', if site is three (3) acres or less; or, not less than 1"=100' if site is more than three (3) acres.
- b. Date, north arrow and scale.
- c. Boundaries of site, legal description, total acreage, surrounding ownership within 300' of site.
- d. Vicinity map.
- e. Location and size of existing and proposed utility lines and easements.
- f. Existing natural features.
- g. Location of all buildings and their projected height, outdoor storage areas, landscape areas and open areas, in addition to all existing structures within 300' of any site boundary.
- h. Location of all roads (ROW width and pavement of proposed streets, public and private), parking, driveways, sidewalks and site lighting (note height, type and color of the fixtures).
- i. Indicate existing and proposed topography with a 2' contour interval and provide a description of the method of drainage and erosion control.
- j. All setback distances.
- k. Proposed building / site use.
- l. Location, height and material of fencing or walls and trash enclosures.
- m. Vehicular and pedestrian circulation and access plans.
- n. Location, dimension and type of all parking spaces.
- o. Proposed development schedule and, if project is to be phased, include general timing of phases and development intent of future phases.
- p. Data relative to percent of building coverage, floor to area ratio, percent of open space, number of parking spaces and percent of

pavement coverage. If project is to be phased, provide data anticipated for each phase and totals for the entire project.

- q. If the activity related to the building/site use causes the presence of any hazardous materials or wastes, the anticipated generation, use containment and/or disposal of such substances shall be on the plan.
- r. The names and addresses of the person or persons responsible for the preparation of the site plan.
- s. Signature block for approving authorities.
- t. Electronic files of AutoCAD or compatible software in addition to pdf

2. Landscape Plan Shall include:

- a. Same scale criteria as site plan.
- b. Location, size, species of trees and shrubs.
- c. Turf mixture.
- d. Maintenance of treated areas.
- e. Grading of all treated areas (2' contour interval).
- f. Planting specifications and details.

3. Signage Plan Shall include:

- a. Size and location of each sign.
- b. Materials and colors for each sign.
- c. Construction or installation procedures.
- d. Lighting for each sign.
- e. One (1) elevation of each sign showing graphics, pictures and layout.

4. Architectural Plans Shall include:

- a. Building elevations.

- b. Ground floor plans with finished elevations.
- c. Building materials and colors.
- d. Typical wall sections.
- e. Illustration of architectural screening for mechanical equipment.
- f. Roof plan.
- g. Seal of the registered Illinois architect responsible for the preparation of the architectural plans.
- h. Electronic files of AutoCAD or compatible software in addition to pdf

5. Site Engineering Plan Shall include:

- a. Scale: not less than 1" = 100'.
- b. Existing and proposed grading (based on USGS datum) using 2' contour intervals and spot elevations with swale system noted. Indicate location and elevation of USGS benchmark or one (1) referenced to USGS elevation inlet (channels and other drainage appurtenances).
- c. Storm water drainage report giving detention calculations and design and erosion control methodology.
- d. Placement and dimensions of all sidewalks and pavement including curb and gutter.
- e. Road and parking lot sections.
- f. Fire hydrant locations.
- g. Connection to existing utility systems.
- h. Sanitary sewer discharge.
- i. Seal of the professional Illinois engineer responsible for the preparation of the engineering plan.
- j. Seal of the registered Illinois engineer responsible for the preparation of the engineering plans.

k. Electronic files of AutoCAD or compatible software in addition to pdf

6. Construction Plan Shall include:

- a. Scale: not less than 1"=100'.
- b. Name, address and phone number of General Contractor.
- c. Phases and timing of construction including temporary utility hookups.
- d. Location and screening of construction trailer.
- e. Location and screening of equipment, materials storage areas and trash dumpsters.
- f. Location, height, materials and elevation view of temporary fencing.
- g. Methods of erosion control during construction.
- h. Stockpile locations of excess dirt.
- i. Location, size and materials of temporary construction signs.
- j. Location of portable toilet facilities.

- D. Revisions to Approved Development. No changes shall be made on any part of the development plan after final approval, without written approval of the Review Committee. Proposed changes shall be submitted in writing and delineated in red on the appropriate plans.
- E. Development. No site preparation, construction, demolition or alterations shall commence until final approval of the development plan. All site preparation, construction, demolition and alterations shall conform to the approved development plan.
- F. Permits. The development plan review is not a substitute for any governmental permitting or approval procedures.

V. PERMITTED/PROHIBITED USES

A. Permitted Uses. Uses permitted in Havana Business Park shall be determined for each development at the City's discretion. The City shall take the following factors, among others, into consideration:

1. Uses related to manufacturing, wholesaling, distribution, administrative, professional, corporate or back office and similar activities, in addition to retail and service used that serve the convenience needs of the other occupants of the Park shall receive the most consideration.
2. Fish Processing
3. Compatibility to other uses in the Park.
4. Compatibility to the Havana Business Park Plan.
5. Nuisances (visual, smell, sound) the activities related with the proposed use may create.
6. Economic factors such as, but not limited to: jobs created, property taxes generated and/or potential spin-off developments.
7. Space requirements and the availability of adequate space for the proposed use.
8. Ability of the user to adhere to these protective Covenants.

B. Prohibited Uses. The following uses shall NOT be allowed in Havana Business Park:

1. Residential uses of any type, except for motels.
2. Churches.
3. Trailer courts or campgrounds.
4. Junkyards, salvage yards, storage of inoperable vehicles or auto recycling facilities.
5. "Mini-warehouses" used for the storage of personal property or yards used for the storage of personal property such as, but not limited to, vehicles, boats and/or recreational vehicles.

6. Commercial petroleum storage yards.
7. Commercial excavation of building or construction materials.
8. Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or other refuse, but shall not preclude facilities which use recycled materials to produce a finished product.
9. Fat rendering. (allowable when specific to fish)
10. Cemeteries.
11. Jail or honor farms.
12. Labor or migrant worker camps.
13. Utility storage yards, transformer stations, substations or gas regulator stations.
14. Any use that would create a nuisance or hazard beyond its property line or would violate any Federal/State EPA standards.
15. Social, civic or private clubhouses or grounds.
16. Any use similar in nature to the above.
17. Other than Lots 2 and 3, the Havana Business Park shall not be used as a grocery store for a period of 5 years from the date of recording in the Office of the Recorder of Deeds, Mason County, Illinois of these Havana Business Park Protective Covenants, as amended.

VI. DESIGN STANDARDS

A. Objectives

1. All buildings shall be designed to respect the physical and natural qualities of the site, adjacent buildings and the main entrance to Havana Business Park.
2. The massing, proportions and colors of all buildings shall be designed to provide visual continuity. The scale and appearance of adjacent buildings and landscaping shall be coordinated so as to result in a consistent appearance.

- B. Building Height** The maximum height of buildings shall not exceed 45', exclusive of acceptable projections (flag poles, mechanical structures, etc.). Building heights shall be related to the heights of adjacent buildings and off-site views.
- C. Building Setbacks** No building or structure shall be erected within the following setbacks:
1. Front Setback: not less than 50' from R.O.W.
 2. Rear Setback: not less than 25' from rear property line, or 50' from R.O.W.
 3. Side Setback: not less than 25' from side property line, or 50' from R.O.W.
 4. The distance between any detached buildings shall not be less than 50'.
- D. Lot Coverage**
1. The maximum pavement/building coverage to total lot area shall not exceed 85%.
 2. A minimum of 15% of the total lot area shall be open and treated with landscaping, as per Section VI – P. of these Covenants.
- E. Building Materials**
1. The total number of exterior building materials shall not be more than one primary and two secondary materials. All selected materials for buildings shall not be less than masonry, pre-cast concrete or factory finish metal. All buildings shall meet the existing building codes and standards for the City of Havana.
 2. The glazing system shall use solar dark tinted or solar glass with commercial quality window frames for all buildings.
 3. The proportion, shape and placement of the buildings' various openings should reinforce and be consistent with the overall design of the building.
 4. No exposed wood for exterior surface usage on buildings is permitted.

F. Building Colors

1. The total number of exterior building colors shall not be more than three (3); one dominant and two (2) accent. The dominant color shall cover at least 85% of the building.
2. The preferred dominant color of all buildings shall be light to medium earth tones (i.e., tan, beige, brown, bronze), but colors required for branding other than earth tones will be considered by the Review Committee. Accent colors shall be earth tones, but darker varieties may be used for trim.

G. Mechanical Systems All mechanical systems (rooftop and ground mounted) shall be screened with an architectural treatment that is consistent with the building materials and colors.

H. Exterior Lighting

1. All freestanding and building mounted lighting shall be similar in design style, form and color (preference is to metal halide or LED) while reflecting the architectural style and character of the building and the overall design theme of Havana Business Park. The color of all exposed light poles, standards and fixtures shall be black, medium or dark brown or medium or dark bronze.
2. Exterior lighting shall be provided for the following areas:
 - a. Private streets, roads and entrance drives.
 - b. Parking lots and service/loading areas.
 - c. Pedestrian walkways, courts, building entrances and other similar areas.
3. All streets and entrance drives within Havana Business Park shall be lighted with pole mounted fixtures and a 1.6-foot candle light level shall be provided. The maximum pole height shall be no greater than 30'. The same selected pole type and fixture shall be used for all private streets, roads and entrance drives, and shall be provided by, installed and maintained by the City of Havana.

4. Parking lots and service/loading areas shall be lighted with pole mounted fixtures to provide an average light level of 1.0-foot candles. The pole type and fixtures shall be the same as the types for private streets and entrance drives.
5. All lighting shall be installed as to reflect and shield light away from adjacent properties and public streets.

I. Utilities

1. All utilities, public and private, shall be located underground. Other related equipment, such as, but not limited to, above ground level vaults with evergreen shrubs and/or fence or wall that is consistent with the architectural treatment of the main building. No chain link fence shall be used to screen above ground vaults.
2. Above ground vaults shall not be located where they affect traffic circulation or visibility.

J. Security Fencing

1. Security fencing shall not exceed a height of 10'.
2. No fencing shall be installed within the front yard setback.

K. Entrance Drives

1. The entrance drive shall be separate from the parking lots.
2. All entrances to individual parcels shall be designed to reflect a positive corporate image while creating a sense of arrival to the complex through the creative use of landscaping, signage and lighting which is consistent with the overall development of the site.
3. Entrance drives or roads shall provide for two-way access with a minimum pavement width of 24'.
4. Curb parking is prohibited on all private entrance drives or roads, unless the pavement width is a minimum of 34'.
5. Entrance drives shall contain curbs at least six (6) inches in height constructed of concrete or bituminous.

L. Service/Loading Areas

1. Service/loading areas or truck docks shall be located on the rear or sides of a building that do not front streets and shall be screened from off-site views with acceptable fencing, architectural or landscape treatment or a combination of all.

2. Service/loading areas or truck docks shall be separated from parking areas for automobiles.
3. Direct access for service/loading areas shall be from streets or entrance drives and not through parking lots.
4. Curb cuts for access to the service/loading areas shall not be less than 26'. The number of curb cuts shall be limited to the number necessary for adequate ingress and egress.
5. Commercial loading area, used by the public and delivery services, will have a surface paved with concrete or bituminous materials with drainage provisions consistent with the City of Havana's Storm Water Drainage Ordinance, as well as other applicable City ordinances. Loading and service areas used by the building owner shall be constructed with materials to limit dust.
6. A continuous concrete or bituminous curb at least 6" in height shall be located as required to route storm water to receiving structures or retention/detention areas.

M. Off-Street Parking

1. Each building site shall maintain off-street parking facilities. No parking shall be allowed on any public street, private street or entrance drives with a pavement width of less than 34'.
2. Off-street parking areas may be located anywhere on the building site with preference to the side or rear of buildings.
3. Any parking areas that are visible from off-site views shall be screened by architectural walls, landscaped berms, landscaping treatment or a combination of all.
4. Off-street parking areas shall be carefully positioned and laid out so as to not impede traffic circulation (vehicular and pedestrian) or cause excessive walks to building entrances.
5. Creative off-street parking planning and schemes such as, but not limited to, sink parking, landscape islands and small (less than 100 parking spaces) "broken" lots shall be encouraged. Large (100 parking spaces or more), unbroken expanses of parking surface shall not be allowed.
6. Items such as, but not limited to, spacing requirements and handicapped access are outlined in Chapter 17 Zoning of the City of Havana, Illinois Municipal Code.
7. All off-street parking area surfaces shall be paved with concrete or bituminous materials and conform with the City of Havana Public Works Department's specifications and applicable ordinances.

N. Signage

1. One (1) detached, free standing sign shall be allowed, but the height of the sign and support structure shall not exceed 32 feet. The surface area of the sign shall not exceed 126 square feet. The detached sign shall be illuminated and located in a landscaped area adjacent to the main vehicular entrance of the site. All sign profiles, materials and colors shall be consistent with those of the building(s).
2. Signs may be located within a setback area.
3. Wall signs shall be permitted for the main building, not exceeding 150 square feet in area. No more than two (2) wall signs shall be permitted on any one building. All wall signs shall be parallel and attached to the building façade, not projecting more than 15" from the building wall.
4. All signs shall be restricted to the identification of the business, type of business or operation, products or services within each building or site directional.
5. Directional signs' locations, materials and sizes shall be shown on the signage plans as submitted with the development plan.
6. The following signs shall be prohibited:
 - a. Signs located on a building roof or projecting more than 15" from a vertical building surface, but not above the roofline of a building.
 - b. Signs painted on the wall of any building.
 - c. Signs using bare bulb type lighting.
 - d. Signs with intermittent lighting or flashing effects.
 - e. Rotating or revolving signs.
 - f. Reflecting signs that cause glare.
 - g. Billboards or banner type signs.

O. Outdoor Storage

Prior written approval from the Review Committee shall be required before merchandise; materials, equipment, supplies and products may be stored or permitted to remain on any Building Site outside a permanent structure. Notwithstanding the foregoing, there may be erected and maintained facilities for parking lot sales, and the installation, operation, repair, maintenance and removal of shopping cart corrals. Outdoor storage shall be permitted only where such storage is, in the opinion of the Review Committee, adequately screened from view by building walls, screening walls, earthen berms, plant material, or any combination thereof and such storage shall be confined to the specific locations approved by the Review Committee. This provision shall also apply to refuse containers.

P. Landscaping

The quality of the Havana Business Park environment is dependent to a large degree on the overall landscaping system and the specific landscaping program

for each individual building project. All undeveloped portions of the Building Site shall be sodded or seeded and fertilized. (All landscaping required by this paragraph shall be completed within 180 days after occupancy).

Q. Land and Landscaping Maintenance

It shall be the duty of the Owner of each Building Site to keep and maintain (including necessary cutting, watering, fertilizing, aerating, spraying, pruning, weeding and replacement of) the lawns, groundcovers, trees, shrubbery, vines and landscaping beds on the Building Site, including without limitation, all easements within the Building Site. Fertilization and spraying for control of insects and fungus shall be accomplished in such a manner as to avoid contamination to the drainage system. All live trees shall be preserved unless written consent to remove such trees has been granted by the Review Committee. On vacant Building Sites the Owner shall keep the grass or weeds cut to a height below eight (8") inches. In the event any Owner fails to comply with these provisions within five (5) working days after written notice from the Review Committee, the Committee shall have the right to enter the parcel in question and, at the expense of the Owner concerned, correct all discrepancies so noted in the same manner as provided in the paragraph below.

R. Condition of Premises

A representative of the Review Committee and the property owner shall jointly inspect the improvements on an annual basis, commencing one (1) year from the date of occupancy of the property by the owner and/or tenant. Each Owner shall carefully maintain such Owner's property and all structures, buildings, appurtenances, screening fences, parking areas and drives and lighting thereof, drainage channels, signs, and other improvements of whatever nature thereon in a safe, clean and wholesome manner and in first-class condition and repair at all times. If any such Owner fails to maintain such Owner's property in accordance with the standards herein described, the Review Committee shall notify said Owner in writing of discrepancies and request correction thereof within sixty (60) days. If the Owner fails to correct all discrepancies so noted within the sixty (60) days, the Committee shall have the right to enter upon the land or building site in question and, at the expense of the Owner concerned, correct said discrepancies using due diligence in making such repairs as if the Review Committee was the Owner of the property. If due to extraordinary circumstances, the Owner is unable to complete such maintenance and repairs within the sixty (60) days and so notifies the Review Committee in writing setting forth the reasons why additional time is requested, the Review Committee may, at its discretion, extend the time period.

If the Review Committee is compelled to correct the discrepancies, the reasonable cost of such maintenance and repairs shall be assessed as a personal liability of the Owner and shall also constitute a lien on the Building Site concerned and shall be billed to the Owner by certified mail and shall be due and payable within ten (10) days after posting. If said account remains unpaid for thirty (30) days, it shall be considered delinquent and a copy of the assessment may be filed in the Mason County Records as a lien.

- S. Landscaping** All unsurfaced open areas shall be landscaped in accordance with a landscape plan which will complement the building site and Havana Business Park overall. The landscaping treatments shall not be limited to grass alone.
- T. Site Furnishings** Trash, paper receptacles (not including dumpsters), benches and other similar accessories shall be made of materials consistent in design with the buildings and light poles. Trash dumpsters shall be located behind buildings and screened with acceptable fencing, architectural or landscape treatment or a combination of all.
- U. Outdoor Sale of Merchandise** Special consideration will be given to businesses that typically use outdoor sale of merchandise (i.e. automobiles, recreational vehicles, agricultural equipment, nursery and landscape, etc.). Industry guidelines will be followed for the sales area and display of the merchandise outside of the building(s). These guidelines will apply to the area surface requirements, screening of stored materials, lighting, signage and other pertinent standards. An outdoor sales plan shall be submitted for approval by the Review Committee.

- VII. TRANSFER OF LAND** All owners of property affected by this Agreement shall notify the City of Havana of their intent to sell, trade, barter, gift or otherwise transfer ownership of such property not less than 60 days prior to the anticipated transfer date. In addition, the owners shall inform the City of Havana of the identity of the proposed transferee and provide other relevant information to the City of Havana necessary to allow the City to contact the proposed transferee.

Seller and Buyer acknowledge that the premises were improved, in part, with funding from the United States Economic Development Administration (EDA) and are subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, all recipients or owners and/or their successors and assigns agree to comply with 13 CFR 314 Property Management Standards and the following requirements:

A. Real property or equipment acquired or improved with EDA Investment

Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration and environmental compliance. Further, said property may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.

B. Buyer agrees to provide Seller and EDA with any document, evidence or report required to assure compliance with federal and state law, including but not limited to applicable federal and state environmental laws.

C. Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA award. This covenant shall remain in effect for 20 years, the EDA-defined useful life of the facilities.

D. Real Property to be leased or sold for development must be negotiated given Adequate Consideration for the sale price and conditions.

VIII. GENERAL PROVISIONS

A. These covenants, restrictions and conditions (including Exhibit A) are to run with the land and shall be binding on all persons claiming under them, including all persons and entities vested with title to any of the aforescribed real estate, their heirs, legal representatives, successors and assigns, for a period of 30 years from the date these covenants are recorded, after which time, these covenants shall be automatically extended for successive periods of 10 years, unless modified in whole or in part by a written recorded instrument signed by them then record owners of three-quarters (3/4) of the land area of the Havana Business Park Phase 2. Notwithstanding anything herein to the contrary, these covenants, restrictions and conditions set out in these Protective Covenants do not run with the land as to Outlot A of the Havana Business Park and said Outlot A is not subject to, nor shall it have the benefit of, these Protective Covenants.

B. The owner of any parcel in the Havana Business Park Phase 2 (excluding Outlot A of the Havana Business Park), their heirs, legal representatives, successors and assigns, may enforce these conditions, covenants and restrictions by court proceeding at law or in equity against any person or persons violating or attempting to violate them.

C. Invalidation of any one of the above provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

CITY OF HAVANA
An Illinois Municipal
Corporation

By: Mayor Brenda Stadsholt
Brenda Stadsholt, Mayor

ATTEST:

By: Jesse Hall, City Clerk

(SEAL)

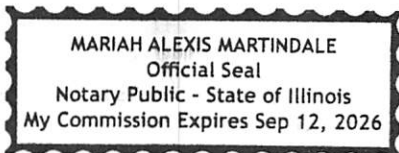
State of Illinois)
) SS.
County of Mason)

I, Mariah Alexis Martindale, a Notary Public, in and for said County, do hereby certify that before me this day in person appeared Brenda Stadsholt and Jesse Hall personally known to me to be the Mayor and City Clerk of the City of Havana, an Illinois Municipal Corporation, acknowledged that they signed and delivered the foregoing instrument in their capacity herein set forth, pursuant to authority given by the city council, as the free and voluntary act of said corporation and as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21 day of August 2018.

(SEAL)

Mariah Alexis Martindale
Notary Public



Notary Public
for the State of Illinois
My Commission Expires Sep 12, 2026

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