

# Northwest Tennessee Regional Industrial Center



**COVENANTS  
&  
RESTRICTIONS**

**COVENANTS AND RESTRICTIONS  
FOR THE  
NORTHWEST TENNESSEE REGIONAL INDUSTRIAL CENTER**

The City of Union City, Tennessee, being the owner of the land described below, which it intends to sell for industrial uses, acting through its mayor pursuant to a resolution of its City Council, hereby establishes the following restrictive covenants running with the land, binding on every lot subdivided from the land and being for the benefit of the City of Union City, Tennessee, and subsequent owners of any such lot, enforceable by the City or any interested person by injunction or by damages against any violator but not against an owner's predecessor in title. The land owned by the City of Union City, Tennessee, to which this declaration of restrictions applies is all that land in the County of Obion, State of Tennessee, more particularly described as follows:

Being situated in the 13<sup>th</sup> Civil District of Obion County, Tennessee, and more particularly described as follows:

BEING a 548.579-acre tract of land located on the west side of Tennessee Highway No. 21, Civil District No. 13, Obion County, Tennessee, and being a part of the same property conveyed to Charles and Evelyn Barham, as recorded in Deed Book 12-U, page 309, Deed Book 14-C, page 146, Deed Book 14-C, page 614, Deed Book 14-J, page 103 in the Office of the Register of Obion County, Tennessee, and identified as Parcel 1, Tax Map 34, and more particularly described as follows:

BEGINNING at iron pin at the intersection of the south margin of the Perry Browder Road with the east right-of-way of the Illinois Central Railroad, said pin being 30 feet south of the center of said road and 50 feet east of the center of said railroad track; thence, SOUTH 88 deg. 12 min. 42 sec. EAST, with the south margin of said road, for a distance of 251.22 feet to an iron pin at the northwest corner of a lot belonging to Gargus; thence, SOUTH 05 deg. 49 min. 44 sec. WEST, with the west line of Gargus, for a distance of 217.80 feet to an iron pin; thence, SOUTH 88 deg. 17 min. 26 sec. EAST, with the south line of Gargus, for a distance of 200.00 feet to an iron pin; thence, NORTH 05 deg. 49 min. 44 sec. EAST, with the east line of Gargus, for a distance of 217.80 feet to an iron pin in the south margin of the Perry Browder Road, said pin being 30 feet south of the center of said road; thence, SOUTH 88 deg. 05 min. 48 sec. EAST, with the south margin of said road, for a distance of 492.54 feet to a point in the center of a ditch; thence,

SOUTH 88 deg. 45 min. 33 sec. EAST, with the south margin of said road, for a distance of 602.84 feet to an iron pin; thence, SOUTH 88 deg. 37 min. 48 sec. EAST, with the south margin of said road, for a distance of 600.00 feet to an iron pin; thence, SOUTH 88 deg. 32 min. 18 sec. EAST, with the south margin of said road, for a distance of 1,350.00 feet to an iron pin at the northwest corner of a tract belonging to George Edwards; thence, SOUTH 02 deg. 39 min. 45 sec. WEST, with the west line of Edwards, for a distance of 1,495.61 feet to an iron pin; thence, SOUTH 28 deg. 49 min. 52 sec. EAST, with the southwest line of Edwards, for a distance of 777.87 feet to an iron pin at the southwest corner of Edwards, said pin also being the northwest corner of a lot belonging to Quality Seeds, Inc.; thence, SOUTH 14 deg. 28 min. 21 sec. WEST, with the west line of Quality Seeds, for a distance of 156.58 feet to an iron pin; thence, SOUTH 84 deg. 25 min. 21 sec. EAST, with the south line of Quality Seeds, for a distance of 402.47 feet to an iron pin in the west right-of-way of Tennessee Highway No. 21, said pin being 40 feet west of the center of said highway; thence, SOUTH 14 deg. 52 min. 04 sec. WEST, with the west right-of-way of said highway, for a distance of 1,289.68 feet to an iron pin at the northeast corner of a tract belonging to Quality Seeds, Inc.; thence, NORTH 76 deg. 24 min. 01 sec. WEST, with the north line of Quality Seeds, for a distance of 425.96 feet to an iron pin; thence, SOUTH 14 deg. 57 min. 01 sec. WEST, with the west line of Quality Seeds, for a distance of 751.99 feet to an iron pin on the north bank of a ditch; thence, SOUTH 76 deg. 26 min. 10 sec. EAST, with the south line of Quality Seed, for a distance of 425.21 feet to an iron pin in the west right-of-way of Tennessee Highway No. 21, said pin being 40 feet west of the center of said highway; thence, SOUTH 14 deg. 55 min. 29 sec. WEST, with the west right-of-way of said highway, for a distance of 834.66 feet to an iron pin; thence, SOUTH 14 deg. 58 min. 35 sec. WEST, with said highway right-of-way, for a distance of 256.24 feet to an iron pin at the northeast corner of a tract belonging to the Loyal Order of Moose; thence, NORTH 75 deg. 01 min. 25 sec. WEST, with the north line of the Moose, for a distance of 360.00 feet to an iron pin; thence, SOUTH 14 deg. 58 min. 35 sec. WEST, with the west line of the Moose, for a distance of 394.67 feet to an iron pin; thence, NORTH 75 deg. 01 min. 25 sec. WEST, with the north line of the Moose, for a distance of 285.00 feet to an iron pin; thence, SOUTH 14 deg. 58 min. 35 sec. WEST, with the west line of the Moose, for a distance of 320.00 feet to an iron pin; thence, SOUTH 75 deg. 01 min. 25 sec. EAST,

with the south line of the Moose, for a distance of 645.00 feet to an iron pin in the west right-of-way of Tennessee Highway No. 21, said pin being 40 feet west of the center of said highway; thence, SOUTH 14 deg. 58 min. 35 sec. WEST, with said highway right-of-way, for a distance of 200.00 feet to an iron pin; thence, SOUTH 15 deg. 14 min. 56 sec. WEST, with said highway right-of-way for a distance of 486.63 feet to an iron pin; thence, SOUTH 49 deg. 52 min. 41 sec. WEST, for a distance of 102.00 feet to a concrete right-of-way marker in the north right-of-way of Barham Road; thence, NORTH 83 deg. 44 min. 07 sec. WEST, with the north right-of-way of Barham Road (40 feet north of center) for a distance of 1,330.88 feet to an iron pin; thence, NORTH 71 deg. 44 min. 00 sec. WEST, with the north right-of-way of Barham Road, for a distance of 104.34 feet to a cotton picker spindle; thence, NORTH 14 deg. 34 min. 01 sec. EAST, for a distance of 60.00 feet to an iron pin at the northeast corner of the Goodyear access road right-of-way; thence, NORTH 75 deg. 23 min. 27 sec. WEST, with the north line of said access road, for a distance of 80.47 feet to an iron pin; thence, NORTH 72 deg. 23 min. 51 sec. WEST, with the north line of said access road, for a distance of 240.82 feet to an iron pin; thence, NORTH 67 deg. 30 min. 45 sec. WEST, with the north line of said access road, for a distance of 292.35 feet to an iron pin; thence, with a curve of said access road right-of-way to the left, said curve having a radius of 4,573.00 feet and a chord of North 70 deg. 03 min. 44 sec. West a chord distance of 973.77 feet, for a curve distance of 975.62 feet to an iron pin in the east right-of-way of the Illinois Central Railroad, said pin being 50 feet east of the center of said railroad track; thence, NORTH 00 deg. 59 min. 40 sec. EAST, with said railroad right-of-way, for a distance of 524.22 feet to the point-of-curvature of a curve of said railroad right-of-way to the left, said curve having a radius of 5,920.00 feet and a chord of North 06 deg. 34 min. 58 sec. West a chord distance of 1,561.28 feet; thence, with said right-of-way curve to the left, for a curve distance of 1,565.84 feet to the point-of-tangent of said curve; thence, NORTH 14 deg. 09 min. 37 sec. WEST, with said railroad right-of-way, for a distance of 1,283.94 feet to a point; thence, NORTH 09 deg. 17 min. 27 sec. EAST, with said railroad right-of-way, for a distance of 2,802.53 feet to a point; thence, NORTH 21 deg. 57 min. 30 sec. EAST, with said railroad right-of-way, for a distance of 48.32 feet to the point-of-beginning, and containing 548.579 acres, according to a survey by Robert L. Nichols, TN RLS No. 1009, on May 31, 1995, with all bearings based upon True North, as determined by solar observation.

Being the same property acquired by The City of Union City, Tennessee, by Deed dated October 19, 2004, and recorded in Deed Book 26-P, page 476, in the Register's Office of Obion County, Tennessee.

## **DEFINITIONS**

A. The Union City Industrial Park of Obion County, Tennessee, shall hereinafter be referred to as "NTRIC".

B. The Mayor and City Councilmen of the City of Union City, Tennessee, shall hereinafter be referred to as the "City Council".

C. The Union City Planning Commission, appointed by the City Council, shall hereinafter be referred to as the "Planning Commission".

## **PURPOSE**

It is the intent and purpose of these covenants and restrictions to insure proper use and appropriate development and improvement of each building site in NTRIC; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection of structures built of improper or unsuitable materials; to encourage the erection of attractive improvements on each site; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain property setbacks from streets and adequate free spaces between structures; and in general to provide adequately for the highest and best quality of improvement of NTRIC.

## **OBJECTIONABLE USES**

A. No use will be made of any lot or any portion thereof or any building or structure thereon at any time, nor shall any materials or products be manufactured, processed, or stored thereon or therein, which shall cause an undue fire hazard to adjoining properties, which shall constitute a nuisance or cause the emission of noxious odors, liquids, gases, dust, and fumes or smoke, or cause noises or other conditions which shall constitute a violation of any applicable law of the United States, the State of Tennessee, local government jurisdictions, or any ordinance or resolution promulgated thereunder.

B. In addition, the following uses are specifically prohibited:

1. Auto wrecking, salvage yards, used materials yards, junk yards, or dumps.
2. Asphalt plants.
3. Acid manufacture for sale as an end product.
4. Animal hospitals.

5. Bulk gasoline or oil storage tanks and other facilities which would be a fire hazard.
6. Slaughter houses and packing sheds.
7. Primary paper mills.
8. Mining and quarrying operations.
9. Landfills.
10. Agricultural uses except any agricultural use by the City of Union City.
11. Automobile/truck repair.
12. Any use or activity which emits or produces excessive odors, dust, fumes, smoke, toxic waste, or noise in the opinion of the Planning Commission.

C. Construction and alteration of improvements in NTRIC shall be in accordance with the requirements of all applicable Building, Zoning and other Codes and Regulations of local, State and/or Federal agencies.

#### **SUBDIVISION AND RESALE RIGHTS**

The property within NTRIC cannot be subdivided without the written consent of the City Council. The City of Union City shall have the first option to repurchase the vacant subdivided property at the cost of the original sale price within the first three years of the original transfer of deed from Union City to the grantee. If the sale of subdivided property occurs after three years the City of Union City shall have the option to repurchase the vacant subdivided property at the cost of the original sale price plus no more than five percent (5%) per year after the three year period set forth above subject to a maximum of fifteen percent (15%).

#### **RECAPTURE**

If after the expiration of twelve (12) months from (a) the date of the execution and delivery of any deed by City of Union City to any site in NTRIC, or (b) the date that possession of such site is granted to a user, the owner or use of such site shall not in good faith have begun construction of an industrial building thereon, then the City of Union City shall have the option and privilege of repurchasing said site from the owner thereof at the same price paid to the City of Union City for same or terminating the user's occupancy of said site as appropriate; provided, however, that, upon the approval of the City Council, the City of Union City may, in writing, from time to time extend the time period in which such building may be begun. Each extension shall not exceed 12 months and only two extensions may be granted per site. If no permanent improvements to said property have been started after the second extension, the City of Union City shall have the first option to repurchase said property at the cost of the original sale price. All permanent improvements must be completed no later than the completion date listed in the construction schedule approved by the Planning Commission.

## **DURATION OF COVENANTS**

Each term, condition and covenant herein contained shall continue in full force and effect and be binding upon the grantees, their heirs, successors and assigns, and upon each of them, and upon all parties and all persons claiming under them, for a period of thirty (30) years from and after the 17th day of May, 2005, and shall be continued automatically thereafter for successive periods of twenty-five (25) years each, provided, however, the City Council may at any time hereafter release and relieve all or any part of the conditions and covenants contained herein, or may at any time hereafter release and relieve all or any part of the conditions and covenants contained herein, or may at any time hereafter repeal in its entirety any one or more of the same, or may at any time hereafter alter, change or modify any one or more of the same, by executing and acknowledging an appropriate instrument in writing for such purpose and filing the same of record in the Office of the Register of Deeds of Obion County, Tennessee. The City of Union City may waive compliance with these protective covenants in whole or in part for a particular owner upon good cause shown.

## **COVENANTS RUN WITH THE LAND**

The covenants and conditions contained in this instrument shall run with, bind and inure to the benefit of and be enforceable by the City of Union City, its successors and assigns.

## **ENFORCEABILITY**

Violation of any of said covenant or condition, or breach of any agreement, herein contained shall give the City of Union City, its successors or assigns, in addition to all other remedies, the right (but not the obligation) to enter upon the land as to which such violation or breach exists and summarily to abate and remove any erection or thing or correct any condition that may constitute such violation or breach at the expense of the then owner of such land, which expense shall be a lien on such land enforceable in Equity; provided, however, that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty days after delivery of notice of such violation or breach from the City of Union City, its successors or assigns to the occupant of the premises on which the violation or breach has occurred or in the alternative within thirty days after mailing such notice, by first class mail, postage prepaid, to the record owner of such premises at his or its last known address.

## **INVALIDATION**

A. The failure of the City of Union City to enforce any provision of these covenants or conditions in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or the same or a similar situation at any other location in NTRIC or of any other provision of these covenants and conditions.

B. Invalidation by Court adjudication or the failure to enforce any provision of these covenants and conditions shall not effect the validity of any other provision, nor be deemed a waiver of the right to enforce same, and all other provisions thereof shall remain in full force and effect.

### **CONSTRUCTIVE NOTICE AND ACCEPTANCE**

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said property is and shall be conclusively deemed to have consented and agreed to every covenant and condition herein, whether or not any reference to this declaration is contained in the instrument by which such person acquired an interest in said property.

### **RIGHT OF WAIVER**

The City Council reserves the right at any time to approve in writing such minor variances or waiver in writing compliance with any of the covenants and conditions set forth herein as the City Council, in its sole discretion, may deem necessary, except variances or approvals relating to the authority or jurisdiction of the Planning Commission or Board of Zoning Appeals.

### **DEVELOPMENT STANDARDS**

Only one principal building on any lot. Only one principal building and its customary accessory buildings may be erected on any lot, unless site plan is submitted to the Planning Commission and developed as a Planned Unit Development and meets all Zoning Regulations as approved by the Planning Commission.

Lot must abut a public street. No building shall be erected on a lot which does not abut at least one publicly approved and accepted street.

Reductions in lot area prohibited. No lot, even though it may consist of one or more adjacent lots of record, shall be reduced in area without approval of the Planning Commission. This section shall not apply when a portion of a lot is acquired for a public purpose.

Access control standards. In order to promote the safety of motorists and pedestrians and to reduce traffic congestion and conflict, the following shall apply:

A. A point of access for vehicles onto a street shall not exceed 40 feet in width. All points of access shall be so constructed as to provide for proper drainage.

B. There shall be no more than two points of access to any one public street for each 400 feet of lot frontage or fraction thereof; provided, however, that lots less than 100 feet in width shall have no more than one point of access to any one public street.



C. No point of access shall be allowed within 75 feet of the right of way line of any public intersection.

D. Where two driveways are provided for one lot frontage, the clear distance between driveways shall not be less than 50 feet. Vehicles may not back directly into a public street.

E. Maximum speed limit is 35 mph.

Grading, soil erosion, and sedimentation control standards.

A. Any person engaged in any land-disturbing activity, including cutting, filling, borrowing, stockpiling, or other activity where material or ground cover is removed, shall employ such reasonable measures as are needed to protect all public and private property from injury by such activities and to avoid causing by such activities any contamination, building up of sedimentation, reduction of drainage capacities, or flooding. Such person shall conform to the following practices:

1. Identify critical areas - onsite areas which are subject to severe erosion and offsite areas which are especially vulnerable to damage from erosion and/or sedimentation are to be identified and receive special attention.
2. Limit time of exposure - all land-disturbing activities are to be planned and conducted to limit exposure to the shortest feasible time, not to exceed 12 months except by written approval of the Planning Commission.
3. Limit exposure areas - all land-disturbing activities are to be planned and conducted to minimize the size of the area to be exposed at any one time.
4. Control upgrade surface water - surface water runoff originating upgrade of exposed areas should be controlled to reduce downgrade erosion and sediment loss during the period of exposure.
5. Control sedimentation - all land disturbing activities are to be planned and conducted so as to minimize offsite sedimentation damage.
6. At no time shall any water run off be permitted to drain into a public roadway.

B. Any land-disturbing activity conducted on property developed, maintained, managed, or sold by the City of Union City shall be in accordance with the following requirements:

1. Existing natural vegetation shall be retained to the maximum extent feasible, consistent with the purpose of such activity.
2. The angle for graded slopes and fills shall be no greater than the angle which can be retained by vegetative cover or other adequate erosion control devices or structures. In any event, slopes left exposed will, within 30 days of completion of any phase of grading, be planted or otherwise provided with a ground cover, devices, or structure sufficient to retain erosion.
3. Whenever land-disturbing activity is undertaken on a tract comprising more than one acre, or if more than one contiguous acre is uncovered, mitigation measures sufficient to restrain erosion must be provided within 30 working days on that portion of the tract upon which further active construction is not being undertaken, including the watershed and drainage basin of a functioning sediment control basin.
4. A vegetative cover bond will be required whenever land-disturbing activity is undertaken. The bond shall accompany the erosion and sedimentation control plan and shall be of sufficient amount to ensure that the work items set forth in the plan can be implemented should the developer fail to do so. Said bond shall be placed with the City of Union City as required by state law.
5. All federal, state, and local Storm Water Management Laws, Ordinances, or Regulations.

Air and water quality, and noise standards. The following air and water quality, and noise standards shall apply:

A. Air quality

All applicable State and Federal air quality standards and permitting requirements will be met for actions affecting property developed, maintained, managed, or sold by the City of Union City.

B. Water quality

All applicable State and Federal water quality standards and permitting requirements will be met for actions affecting property developed, maintained, managed, or sold by the City of Union City.

1. Use of conventional septic tank soil absorption systems shall not be permitted on property developed, maintained, managed, or sold in the NTRIC.
2. No private wells for potable water shall be permitted.

C. Noise

The following noise standards shall be applicable to the industrial development district:

1. Noise quality - no sirens, bells, whistles are permitted. Outdoor loudspeakers are prohibited, except as approved in writing by the Planning Commission.
2. Acceptable Industrial Noise Levels (measured at property boundary).

<u>Descriptor</u>	<u>Industrial</u>
Ln	65dB
Ld	70dB
Ldn	75dB
L10	75dB
L1	80dB
L0.1	85dB

Flood hazard reduction standards.

- A. All site plans shall conform to the current FEMA regulations and the City of Union City Zoning Ordinance requirements.
- B. All development within the floodway and flood fringe areas shall comply with the minimum requirements of the National Flood Insurance Program and Executive Order Nos. 11988 and 11990.

Offstreet loading and unloading standards. Shall meet the City of Union City Zoning requirements.

Storage

- A. No accessory building shall be constructed to permit the keeping of materials, supplies, products or equipment in the open or exposed to public view except specifically approved in writing by the Planning Commission.

- B. When necessary to store or keep materials in the open, the lot or area shall be fenced with a screening fence at least high enough to screen the materials from sight at ground level; said storage to be limited to the rear two-thirds of the property.
- C. Bulk storage above ground, including gasoline and petroleum products on the outside of the buildings, shall be subject to compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters.
- D. All dumpsters or garbage receptacles shall be screened by an opaque fence with the location to be limited to the rear two-thirds of the property.

Gasoline service station standards. The following standards shall apply to all gasoline service stations:

- A. There shall be a building setback from all street right of way lines of a distance of not less than 40 feet, except for canopies designed to cover the gasoline pump islands.
- B. Gasoline pumps shall not be located closer than 40 feet to any street right of way line.

### **INDUSTRIAL DEVELOPMENT STANDARDS**

The standards set out in this section shall be applicable to all industrial development which occurs on the transferred land.

- A. **Minimum lot**  
  
Lots shall have a minimum size of two acres and a minimum width at the front building setback line of 100 feet.
- B. **Maximum site coverage**  
  
Buildings, accessory facilities, parking, and materials handling and transfer facilities shall not cover more than 70 percent of the lot. No building or accessory facilities above ground shall extend beyond the building setback line(s) into the setback area.
- C. **Setbacks shall meet the City of Union City Zoning regulations.**

D. Building height

All buildings shall be limited to a height of 60 feet above finished grade, measured from the average elevation of the finished lot grade at the roof line; provided, however, that towers, silos, tanks, fire or parapet walls, skylights, communication masts, flagpoles, chimneys, penthouses for elevator equipment, stairways, ventilating fans, or similar equipment or similar structures may exceed this height.

E. Construction and materials

Any industrial or accessory building shall be of masonry, concrete, and pre-engineered steel construction or its equivalent or better. The exterior of the front wall and the side walls shall be attractively finished. Buildings located on corner lots must comply with this requirement on all sides except that one wall, which does not face the street, may be a metal expansion wall. Brick of unnatural tones and asbestos siding are prohibited. The exterior finish of the remainder of the side walls shall be common brick, concrete, concrete blocks, tile bricks, split faced block, or decorative stone. When the side or rear walls are constructed of concrete or concrete block, unless the exterior finish is stucco, gunite, or their equal, the joints shall be rubbed down and covered sufficiently with waterproofing paint. All other materials and colors not specifically noted above must have the written approval of the Planning Commission.

F. Underground Utilities and Pipes

No outside pipe, conduit, cable, line or the like for water, gas, sewage, drainage, or steam service shall be installed or maintained upon any lot above the surface of the ground, except for hoses and moveable pipes used for irrigation or other purposes if approved by the Planning Commission. All auxiliary machinery, equipment, or facilities used on any lot in connection with any such energies or services shall be located upon a lot only in such a manner and upon such conditions as approved by the Planning Commission.

G. Parking

1. For each building constructed, there shall be provided paved parking areas so as to provide dust-free, all weather surfaces according to plans specified herein and maintained thereafter in good condition. Each parking area shall be served by adequate driveways and space for the movement of vehicles.

The parking lots shall be lined to identify individual spaces. Such parking shall be attractively landscaped and approved by the Planning Commission.

2. Standards for design of parking lots

- a. Except for handicapped parking each parking space shall be no less than 180 square feet.
- b. The parking lot shall be designed in such a manner as to provide adequate drainage and to eliminate the possibility of stagnant pools of water.

3. No on-street parking shall be permitted.

H. Loading

1. All provisions for vehicle loading shall be provided on the lot with no on-street vehicle loading permitted.
2. All loading and unloading facilities, including truck and equipment parking and maneuvering spaces shall be constructed entirely within the building setback lines.
3. Vehicles loading shall be confined to rear and sides of buildings not adjacent to principle streets.
4. All loading areas shall be paved.

I. Environmental Controls

1. Regulations - No use of the property shall be established, maintained, or permitted or any operation thereon which violates these standards or any regulations of any public body having jurisdiction over such activities. Detailed plans for the management of such operations may be required before approval by the Planning Commission.
2. Solid Waste - All improvements on any lot shall be kept in a clean, neat and sanitary condition and shall comply in all respects with all government health, fire and police requirements. Each owner shall remove at its expense any solid waste or scrap of any character which has accumulated on said lot. During construction or improvement of any lot, the owner shall keep the site free from unsightly accumulations of solid waste and

construction materials; and construction trailers or structures employed with construction shall be kept in a neat and orderly manner. The handling, storage, transfer, and disposal of solid waste shall comply with the Tennessee Department of Environment.

3. **Liquid Waste** - No liquid waste shall be discharged into the public sewerage and treatment system which is dangerous to public health or safety or is deemed unacceptable by the manager of any waste treatment plant. Any pretreatment that may be required or the use and disposal of hazardous wastes must be approved by the Union City Waste Water Treatment Department or its successors. Storm drainage and surface run-off shall be segregated from industrial and sanitary waste. All sources of contamination, such as operating areas, loading or unloading areas, and equipment and cleaning and maintenance areas shall not contaminate surface run-off. The volume, quality and point of discharge of liquid wastes shall comply with the regulations promulgated by the Division of Water Pollution Control of the Tennessee Department of Environment and Conservation, or its successors.
4. **Air Pollution** - No operation, or combination of operations, shall emit any solid, liquid, or gaseous matter that is at any point in concentrations or amounts that are noxious, toxic, or corrosive and which will have a tendency to cause injury or damage to property, business, or vegetation. Regulations promulgated by the Division of Air Pollution Control of the Tennessee Department of Environment and Conservation, its successors or assigns, shall govern air quality.
5. **Fire** - The manufacture, transportation, utilization, and storage of flammable materials shall be conducted in accordance with accepted standards for safety and fire prevention. Such standards shall include the National Fire Codes and the appropriate standards of the American Petroleum Institute, the Manufacturing Chemists Association, and other organizations that promulgate standards of good practice. No flammable liquids may be discharged into the public sewerage and treatment system.
6. **Explosive materials** - The manufacture of materials or products which decompose by detonation is prohibited (including, but not limited to, all primary, high, and blasting explosives, unstable organic compounds, and strong oxidizing agents in concentrations greater than 35%). The utilization of these materials or products in manufacturing processes is permitted only when authorized by the Planning Commission and no storage is permitted except such accessory storage as may be authorized for use in the manufacturing process or other production. In any case,

such storage shall be in accordance with the rules and regulations governing explosives promulgated by the State of Tennessee and other authorities having jurisdiction.

7. Radioactive materials are not permitted.

– 8. Glare - Operations or processes producing intense glare shall be performed so that direct or sky-reflected glare is not discernible beyond the lot line. This restriction shall not apply to floodlighting of the building for aesthetic purposes provided that the intensity and brilliance of such lighting does not annoy adjacent property owners or impair the visibility on public thoroughfares.

9. Electromagnetic radiation and interference - No operation, or combination of operations, on any lot shall create a source of electromagnetic radiation which does not comply with the current regulations of the Federal Communications Commission regarding such sources. Further, said operations shall not cause abnormal degradation in performance of other electromagnetic radiators or receptors.

10. Animals - No livestock, poultry, or other animals shall be kept on any lot.

#### J. Signs

1. Ground signs, billboards, and all objects of an unsightly nature are prohibited. Normally the occupants, trademark, and/or trade name may be displayed on the building in the same manner in which they are generally used by the occupant.

2. One wall sign designating the industry will be permitted on the front facade of the building the size to be no larger than 5% of the front facade or 500 square feet whichever is less. Additional directional signs the size to be no larger than six square feet will be allowed.

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

4. There shall be no sign erected which will obstruct vision.

5. Each occupant has the right to place a sign on the cluster (Industrial Park entrance sign) sign erected by the City of Union City or its designee.



6. One (1) construction sign denoting the architects, engineers, contractor and related subjects, shall be permitted upon commencement of construction. Such sign shall conform to applicable zoning regulations.

Plans and specifications

- A. Submission - No site improvements shall be commenced, erected, placed, moved onto, or permitted to remain on any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any lot subject to these standards until plans and specifications have been submitted in writing by the owner or lessee to the Planning Commission, and the appropriate agency which issues building permits.
- B. Information required
  1. Plans and specifications shall be submitted and shall contain such information and shall be in such form as may be required by the Planning Commission and the appropriate agency which issues building permits but in any event shall include information described in this section. The submission of plans and specifications to the Planning Commission shall be made in two phases, preliminary and final design.
    - a. Location and orientation of all structures showing the kind, shape, dimension, height, materials, color scheme, and location with respect to a particular lot.
    - b. Location of driveways, parking lots, loading areas, easement areas and their relationship to existing and adjacent structures and lots.
    - c. Location for utilities and drainage.
    - d. Grading plan relating to existing conditions both onsite and on adjacent property to proposed construction. After approval by the Planning Commission of the grading plan, a permit to begin site preparation may be issued.
    - e. Site clearing plan.
    - f. Conceptual landscape plan.

g. Description of any environmental situations of any environmental situations which may not comply with the requirements contained herein.

2. Information which shall be furnished during the final design phase shall include detailed plans, working drawings, and specifications reflecting the approved preliminary site plan and including:

a. Detailed plans of structures with elevations showing exterior materials and exact finishes and colors.

b. Details of site improvements, such as parking lots, loading areas, curbing, walks, fences, and special screening.

c. Detailed grading and drainage plans.

d. Detailed landscape plan indicating size and species of all plantings.

e. Driveways, easements, and rights of way.

f. Location and details for signs and lighting.

g. Detailed plan for ensuring compliance with environmental controls.

3. Disapproval

a. The Planning Commission shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

(1) Failure to comply with any of the standards described herein.

(2) Failure to include information in such plans and specifications as may have been reasonably requested.

(3) Objection to the exterior design, appearance, or materials of any proposed structure.

(4) Objection on the grounds of incompatibility of any proposed improvements or use with existing improvements or uses upon other lots in the NTRIC.

- (5) Objection to the location of any proposed structure upon any lot or with reference to other lots in the NTRIC.
  - (6) Objection to the grading plan for any lot.
  - (7) Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed structure.
  - (8) Objection to the number or size of parking spaces or to the design or location of parking areas proposed for any lot.
  - (9) Any other matter which, in the judgment of the Planning Commission, would render the proposed improvements or use inharmonious with the general plan of improvement of the property located upon other lots or other properties in the NTRIC.
- b. Where the Planning Commission shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Planning Commission shall if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

#### Implementation of plans

1. Construction commencement - Construction of an approved principal building shall begin within one year from the date said lot is received by the owner or lessee; provided, however, anything in this paragraph to the contrary notwithstanding, the Planning Commission may extend in writing the time in which such construction shall begin with a maximum of two twelve month extensions permitted.

#### EASEMENTS AND RIGHTS OF WAY

1. Reservation

Nonexclusive easements and rights of way are hereby expressly reserved for the City of Union City, its successors and assigns in, on, over and under (a) those areas on each lot with respect to which easements are

shown on the recorded subdivision plat relating thereto; or (b) if no easements are shown on any such plat, to a strip of land within lots line of each lot 20 feet in width in front and rear of the lot and 10 feet in width on each side of the lot not adjacent to a street, each said distance being measured in each case from the lot line toward the center of the lot.

2. Easements and rights of way are reserved for the following purposes:
  - a. For the erection, installation, construction and maintenance of:
    - (1) poles, wire, lines, and conduits, and the necessary or proper attachment in connection with the transmission of electricity, telephone, community antenna television cables, and other utilities and similar facilities; and
    - (2) stormwater drains, land drains, public and private sewers, pipelines for supplying gas, water, and heat, and for any other public or quasi-public utility facility or function.
  - b. For public pathways and open space corridors.
  - c. For roads, streets, highways, and railroads.
3. Access
  - a. The City of Union City and the Planning Commission and their respective agents, successors and assigns shall have the right to enter upon all parts of the easement area of each lot for any of the purposes for which said easement and rights of way are reserved.
  - b. The City of Union City shall also have the right at the time of, or after, grading any street or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street.

### **COMBINATION OR SUBDIVISION OF LOTS**

1. Combination - Contiguous lots held in common ownership and designated for the same land use may for the purpose of these standards be treated as one entire lot; provided that the owner thereof shall file with the Planning Commission a written statement declaring its intention to treat such contiguous lots as one lot, and any severance of ownership of such contiguous lot shall thereafter be subject to the provisions contained herein.

2. Subdivision

- a. No lot shall be subdivided without the written approval of the Planning Commission. In the event such subdivision is approved and a portion of a lot, or two or more contiguous lots, is severed in ownerships for the remainder of such lot or contiguous lots, such portion so severed, and the remaining portion of such lot or contiguous lots, shall each thereafter be treated for all purposes hereunder as separate lots.
- b. Newly formed lots shall comply with the requirements contained herein.
- c. No improvements may be placed or altered on any newly formed lots unless and until requirements contained herein shall have been complied with, and plans and specifications shall have been approved by the Planning Commission, and the agency authorized to issue building permits. The Planning Commission may withhold such approval if, in their sole discretion, they determine that any standard contained herein shall have been violated.


- 3. Lease Agreements - The combination or subdivision of leased lots for the purpose of subleasing or renting by lessee shall not be permitted except as approved in writing by the Planning Commission.

EXECUTED this 17th day of May, 2005.

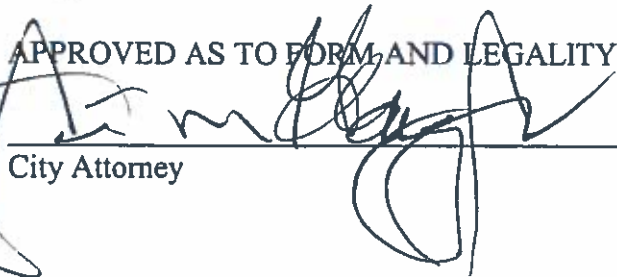
CITY OF UNION CITY, TENNESSEE

BY:   
Its Mayor

ATTEST:

  
City Clerk

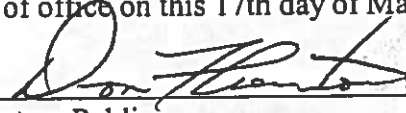
APPROVED AS TO FORM AND LEGALITY:

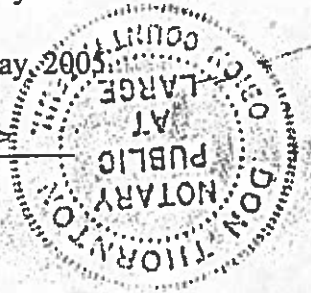
  
City Attorney

STATE OF TENNESSEE  
COUNTY OF OBION

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, duly commissioned and qualified, Terry Hailey, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the City of Union City, Tennessee, a municipal corporation, the within named grantor, and that he, as such official, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Union City by himself as such Mayor.

Given under my hand and seal of office on this 17th day of May 2005

  
Notary Public



My commission expires: July 23, 2006.

State of Tennessee, Obion County

This instrument was filed MAY 20, 2005  
Time 11:30 Am and recorded in Index Book 57-2  
Page 56-78. State Tax paid \$ — fee —  
Rec. Fee \$ 115.00 Total \$ 117.00.  
Register Vicki Long Receipt No. 4909  
Nov 50 p. 19



City of  
PO 9  
OK