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HAVERHILL BUSINESS PARK – PROTECTIVE COVENANTS

(Revised 8/3/09)

Purpose

The purpose of these Protective Covenants is to promote the industrial development of the Town of Haverhill so as to result in increased employment opportunities and the increased value of the tax base by making available to business enterprises site locations subject to mutual benefits by imposing the Protective Covenants hereinafter contained.

By the enforcement of these Protective Covenants the Town seeks to preserve economic and aesthetic values of the Business Park and provide for enhancement of the mutual benefits to all owners or lessees. These Protective Covenants shall supplement any local law and take precedence over and be superior to any less restrictive ordinance or by-law.

ARTICLE I: CONTROL AND ENFORCEMENT

Sec. 1. The Town of Haverhill shall control and enforce the provisions of these covenants acting through and by its Board of Selectmen (Board) or their agent. The Board shall cause competent and timely review to be made of all submissions to it. The Board shall have authority to approve all Business Park preliminary and final plans.

Sec. 2. Each owner or lessee, its successors and assigns shall prepare and submit for approval by the Board a final site development plan within one year of lease or purchase. The preparation and submission of preliminary plans is suggested to assist and expedite the entire approval process. All plans prepared for submission for approval shall be done in accordance with the intent of the Town Master Plan, these Protective Covenants, and shall be in compliance with the Town Wetland and Aquifer Protection Ordinance, the Dean Memorial Airport Zoning Regulations and FAA requirements, and other applicable Town Ordinances and NH Revised Statutes Annotated.

Sec. 3. Construction of all improvements contained in the approved site development plan shall be initiated within six (6) months and be completed within twenty-four (24) months of their approval. An extension for completion of up to twelve (12) months for good cause may be granted by the Board.

Sec. 4. The Board, after consultation with the owner or lessee, may seek legal remedy if the owner or lessee remains non compliant or offers no acceptable plan addressing requirements in Article I, Section 3 of these Covenants.

Sec. 5. The Business Park shall be utilized only for business, commercial, or light industrial and such other commercial uses as the Selectboard shall permit in its sole

discretion based on criteria developed by the Board. Notwithstanding the foregoing, all uses shall be subject to the prior approval of the Selectboard in each particular case and the Selectboard or its agent shall review each particular case.

ARTICLE II: LOT CHARACTERISTICS

Sec. 1. The Board reserves a blanket easement on all lots for the possible installation of future sewer and/or water mains, or other utilities.

Sec. 2. No obstructions of any kind may be installed or planted within 20' of the hard surface edge of the access road or Airport Road.

Sec. 3. A landscape design for each lot shall be required and must be approved as part of the site plan. The Board may require the planting of vegetative screens as needed.

Sec. 4. Grading of individual lots shall be done in accordance with the approved site plan and no alteration thereof will be permitted unless and until the Board approves required changes.

Sec. 5. All truck traffic to the Business Park shall use the Benton Road entrance/ exit only, except in case of emergency. Maximum speed on the access road shall be 20 mph, conditions permitting.

Sec. 6. All electrical, telephone, data, cable, and other utility lines run to any building from the main lines along the access road or from Airport Road shall be installed underground and encased in proper conduit.

Sec. 7. No domestic animals of any kind shall be pastured, kept on, or allowed to run loose on any lot at any time.

Sec. 8. No leased lot may be sub-let without written permission of the Board or agent.

Sec. 9. The buyer or lessee is required to hook up to the Town sewer line. A connection fee of $25,000.00 is due to the Town of Haverhill prior to physical connection to the line. Private septic systems are prohibited.

Sec. 10. The buyer or lessee is required to hook up to the North Haverhill Water District water system. Private wells are prohibited.

Sec. 11. As part of the site plan, the Board, their agent, or appropriate commission must approve a drainage system for all surface water and controlled discharge.

Sec. 12. Commercial mining of any kind is prohibited. This shall not restrict the use of site materials on any lot site by any owner or lessee.

Sec. 13. Each lot owner/ lessee is responsible for the removal of all trash and garbage in a timely fashion. (See Article V, Section 5)

Sec. 14. A lot owner/ lessee may install fences no more than eight (8) feet in height to protect materials and equipment housed outside any building or for reasons of safety.

ARTICLE III: BUILDINGS

Sec. 1. The following building setbacks shall apply to all lots:
Minimum Distance from access road r.o.w. shall be 30'
Minimum Distance from any side lot shall be 20'
Minimum Distance from any back lot shall be 30'

Sec. 2. Maximum height of any building or structure (including towers, antennas, or poles) shall be: 35', except for lots on the airport side of the access road where stricter height limits apply.

Sec. 3. Any buildings or facilities damaged by fire or otherwise shall be restored at least to original condition or removed from the site within six (6) months, or in accordance with a plan approved by the Board.

Sec. 4. Any exterior lighting shall be installed to minimize off-site glare to any abutting property owner or interfere with the operation of the Airport.

Sec. 5. The Town shall in no way be responsible for any maintenance to the buildings, roads, driveways, parking lots and/or drainage systems on any lot.

ARTICLE IV: SIGNAGE

Sec. 1. All proposed signs must appear on the site plan and must be approved by the Board. No other forms of identification will be permissible.

ARTICLE V: ENVIRONMENTAL

Sec. 1. No vehicles or heavy equipment are to be left running while unattended on any lot at any time. No trucks are to be left idling all night.

Sec. 2. No hazardous material may be vented into the air or discharged onto or into the ground from any facility. Standards for determining air pollution shall be those of the State of New Hampshire and/or the United States Environmental Protection Agency.

Sec. 3. Any hazardous material stored or used on site shall have secondary containment.

Sec. 4. Water pollution controls shall be subject to requirements and regulations established by the New Hampshire Water Supply and Pollution Control Division.

Sec. 5. Solid wastes shall be suitably stored on-site and disposed of by the owner or lessee on a regular basis. The accumulation of solid waste that could create a public nuisance is prohibited. (See Article II, Sec. 13)

Sec. 6. No underground or above ground storage tanks are to be installed without a proper permit from the New Hampshire Department of Environmental Services and/or the United States Environmental Protection Agency.
Sec. 7. No outdoor burning is permitted.

ARTICLE VI: PARKING AND UNLOADING

Sec. 1. Employee parking shall be at least one space for each 1.25 production employees in the largest shift; one space for each 1.50 non production employees; and one space for each customer or visitor. No parking shall be allowed on the access road or any place other than parking areas provided by the owner/lessee.

Sec. 2. Adequate designated parking space shall be provided for all commercial vehicles, which are required for the ordinary operation of the facility.

Sec. 3. All parking areas and driveways shall be hard surfaced for year-round use.

ARTICLE VII: INSPECTION OF SITE

Sec. 1. Building occupancy will not be permitted until the Board or the Board's agent has reviewed and certified that the owner/lessee is in compliance with the site plan.

ARTICLE VIII: AMENDMENT

Sec. 1. These Protective Covenants may be amended from time to time by the Haverhill Board of Selectmen after a properly advertised public hearing.

ARTICLE IX: SEPARATE AND SEVERABLE

Sec. 1. The invalidity of any section, clause, sentence or provision of these Protective Covenants shall not affect the validity of any other part of these Protective Covenants, which can be given effect without such invalid part or parts.

Sec. 2. Failure by the Board of Selectmen to enforce any of the provisions of these Protective Covenants against any one owner or lessee shall not be construed as a waiver of the Board's right to enforce those provisions against the same or other

owners and lessees at any time. The owners individually and collectively shall also have the right to enforce the covenants and conditions herein.

Adopted: September 12, 2007
Revised: August 3, 2009

HAVERHILL SELECTBOARD

Roderick M. Ladd, Jr.

Robert A. Maccini

Peter D. Conrad

David P. Joslin

Peter A. Heilemann

Bette Pollock

Attest: Bette Pollock, Town Clerk