

RESTRICTIVE COVENANTS

FOR

LIVINGSTON PARISH INDUSTRIAL PARK

Exhibit L. Livingston Industrial Park Restrictive Covenants

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BE IT KNOWN, that on this 31st day of July, 1985, before me, a Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned, competent witnesses, personally came and appeared:

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC.,

a Louisiana corporation with its principal place of business and domicile in the Parish of Livingston, herein represented by MacBurney Trahan, Jr., its President, duly authorized by resolution of its Board of Directors;

who declared that said Appearer is the owner of a certain tract of land consisting of 199.84 acres, situated in Sections 20, 21, 28, and 29, Township 6 South, Range 4 East, Livingston Parish, Louisiana, acquired by Appearer from Puget Southern Properties, Inc., by deed recorded in Book 445, Entry Number 232,607, of the Conveyance Records of Livingston Parish; that appearer intends to develop said property into an industrial park facility which shall be known as the Livingston Parish Industrial Park; that, in order to provide for the orderly development and subsequent use of this facility, that Appearer does hereby impose the following restrictive covenants upon said property, which shall run with the land and be binding upon all persons hereafter acquiring same, as follows:

1. LAND USE;

Property in this park may be used only for office, business, research, industrial, and other activities associated therewith, or may be used in its natural state.

Property shall not be used for residential purposes, and shall not be used as a dumping ground for wastes, junk, or abandoned property.

2. DESIGN, CONTROL AND MAINTENANCE:

No building, fence, wall or other structure shall be commenced, erected, or maintained, and no addition or alteration to the exterior shall be made until the construction plans and specifications and a plan showing the location of the structure shall have been approved in writing by the Livingston Economic Development Council, Inc. This approval shall be deemed to have been granted should the Council fail to approve or disapprove, in writing, any such application within a thirty (30) day period from formal, written submission of the application.

All buildings and improvements hereafter erected on this property shall conform to all applicable building codes.

All buildings shall be either/or; pre-engineered building construction with colored panels and trim, masonry construction, block construction, pre-cast concrete construction, tilt-up wall type construction or any other acceptable industrial type construction that shall be neatly trimmed and attractive. No wood shall be used as an exterior finish for any building.

3. SETBACK LINES:

Buildings erected on the property shall have the following minimum set-backs from the right-of-way line of any street dedicated for public use:

- a. Thirty-five (35') feet for tracts containing five (5) acres or less;
- b. For tracts containing more than five (5) acres, buildings such as offices and warehouses shall be at least fifty (50') feet from the street rights-of-way, and buildings used for industrial, manufacturing, and processing purposes shall be at least one hundred (100') feet from the street rights-of-way.

Paved areas between the front of any building and the nearest right-of-way line shall not exceed ninety (90%) per cent of the area prescribed for set-backs as provided herein. The balance of the area prescribed for set-backs between buildings and street rights-of-way shall be used exclusively for lawn and landscaping. Planting areas shall be landscaped to present a pleasing appearance and conform to reasonable standards.

4. FENCES; SHRUBBERY:

No fence shall be erected nearer to any street dedicated to public use than thirty-five (35') feet. No hedges or other shrubbery obstructing total view shall be permitted nearer to a public street right-of-way than thirty-five (35') feet.

5. PARKING:

All properties shall provide sufficient area to insure that no parking will be necessary on any street dedicated for public use, which shall be prohibited.

Off-street parking shall be provided to meet the following minimum standards;

PARKING FOR PERSONNEL;

One Space for each 1-1/2 employees;

One Space for each managerial person;

PARKING FOR VISITORS;

On parking space per each ten managerial persons;

All parking areas for offices or warehouses shall be paved with reinforced concrete or asphalt and sand/clay gravel base. Parking lots constructed with gravel, shell or crushed limestone surfaces shall be permitted, provided that same are located at least one hundred (100') feet from any street right-of-way dedicated to public use.

6. DRIVEWAYS:

All driveway approaches to any tract of property shall be constructed of six (6") inch minimum reinforced concrete or asphalt, and shall extend from the property line to the paved street section. In the event that asphalt surfacing is employed, no less than two (2") inches of hot asphalt topping shall be used over no less than eight (8") inches of compacted base material.

7. LOADING AREAS; DOORS:

No loading docks or overhead doors may be erected which will front on any public street except as hereinafter provided:

- a. Provision for handling freight by truck will be permitted on the sides of buildings closer than one hundred (100') feet from the public street;
- b. Provision for handling freight by truck will be permitted on the fronts of buildings provided that same are at least one hundred (100') feet from the street right-of-way;
- c. Provision for handling freight by railroad shall be on those sides of any building which do not face on any public street;

8. SEWERAGE; WASTES:

No individual sewerage disposal system will be permitted on any building site. Each owner is to use the public sewerage system provided in the park. If wastes to be deposited in the sewerage system are such as to cause damage to the system or any sewerage treatment plant, then such wastes shall be pre-treated by the landowner to a degree so as not to cause damage to the system, or shall be hauled away from the industrial park for disposal at commercial dumping facilities.

No effluent, harmful bacteria, poisonous acids, oils, or any material considered hazardous to humans or the environment will be permitted to drain beyond the limits of any tract in this park.

9. MAINTENANCE OF PROPERTIES:

No activity shall be conducted on any tract in this industrial park which would cause the emission from said tract of any odors, gases, dust, smoke, noise, fumes, cinders, soot, glare, vibrations, radiation, waste, or otherwise, which would unreasonably or unduly interfere with the operations of other tract owners in the industrial park.

All plants and equipment, machines, etc., will be properly maintained in good working order by all tract owners, so as not to cause interference as set forth above.

It is provided, however, that so long as the facility, equipment, machinery, and operations of any tract owner are in compliance with all State and Federal laws and regulations, including EPA and OSHA guidelines, that same shall be considered in compliance with this restrictive covenant.

10. STORAGE ON PREMISES:

Outside storage of any materials, supplies or products shall not be permitted except on the rear one-third (1/3) of any tract containing less than ten (10) acres; on tracts exceeding ten (10) acres, such storage shall be confined to areas at least Two Hundred (200') feet back from any street right-of-way dedicated to public use. The "street right-of-way" referred to herein shall not include U. S. Highway 190. This prohibition shall not apply to loading and unloading facilities adjacent to railroad sidings or spurs.

11. EASEMENTS:

Easements and servitudes for the installation and maintenance of public utilities are as provided by the official plat of survey of this industrial park. No operations shall be conducted on any tract which would interfere with the services provided by such public utilities.

12. SIGNS:

No signs including, but not limited to, billboards or other outdoor advertising signs, signs identifying the name, business and products of the person or firm located on any tract, and directional signs, shall be permitted until the Livingston Economic Development Council, Inc., has given written approval as to the type, size, appearance, plans, specifications and location of such sign.

13. STREET LIGHTING:

In the event that street lighting is installed in this industrial park, each person or firm shall pay a pro-rata share of the utility costs incurred through this street lighting, based upon the ratio which the frontage of each tract bears to the whole of the streets. The pro-rata share owed shall be determined by the Livingston Economic Development Council, Inc., and each tract owner shall promptly pay his share of same when notified by the Council.

14. ENFORCEMENT:

All proceedings to enforce these restrictive covenants shall be at law or in equity in any court of competent jurisdiction. Prior to the institution of such proceeding, notice of any alleged violation of these covenants shall be provided, and a reasonable opportunity granted to correct any non-compliances.

15. AMENDMENT; WAIVER;

Upon application being made to the Livingston Economic Development Council, Inc., the Council may waive or amend any one or more of the conditions, restrictions, limitations, or agreements, with respect to any designated acreage, or as to the whole of the industrial park, provided that a showing or finding is made that such amendment or waiver would not be detrimental to the industrial park as a whole as an industrial area of high standards. Any amendment or waiver as to a specific tract or area shall not be deemed or construed as a waiver of any condition, restriction, limitation or agreement as to the remainder of the property in the industrial park.

16. TERM:

These covenants are to run with the land and be binding upon all parties and persons claiming under them for a period of thirty (30) years from the date hereof, after which they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the acreage (excluding publicly designated tracts) of this industrial park has been filed for record, agreeing to any amendment or cancellation of these covenants.

17. INVALIDATION:

Invalidation of any of these restrictive covenants or the failure to enforce any of same at the time of its violation shall in no way affect the enforceability of any other restrictive covenant, nor be deemed as a waiver of the right to enforce same thereafter.

THUS DONE AND SIGNED, by said appearer at my office in the City of Denham Springs, Parish and State aforesaid, on the day, month and year first above written, and in the presence of me, Notary, and the undersigned, competent witnesses.

WITNESSES:

LIVINGSTON ECONOMIC
DEVELOPMENT COUNCIL, INC.

Margaret David

BY: MacBurney Trahan, Jr.
MacBurney Trahan, Jr.
President

Larry Martin

[Signature]

Robert H. Morrison, III, Notary Public

STATE OF MISSISSIPPI
PARISH OF LEBLANCH

CLERK'S OFFICE

I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR
RECORD _____ 10:51 PM
AND RECORDED Aug 7 8 COB
BOOK NO. 453 237318
RECORDED [Signature]
DEPUTY CLERK OF COURT AND EX OFFICIO RECORDER

**AMENDED RESTRICTIVE COVENANTS
FOR
LIVINGSTON PARISH INDUSTRIAL PARK**

STATE OF LOUISIANA
PARISH OF LIVINGSTON

Before me, the undersigned authority and in the presence of the undersigned competent witnesses, personally came and appeared:

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC., a Louisiana corporation with its principal place of business and domicile in the Parish of Livingston, Louisiana, herein represented by DALE ERDEY, its President, duly authorized by resolution of its Board of Directors;

who declared that:

Appearer is the owner of a certain industrial park known as **LIVINGSTON PARISH INDUSTRIAL PARK** situated in Sections 20, 21, 28 and 29, T6S, R4E, G.L.D. in the Parish of Livingston, Louisiana. Restrictive Covenants were filed affecting said property on August 7, 1985 at COB 453, Entry Number 237318, in the office of the Clerk and Recorder for the Parish of Livingston, Louisiana.

Appearer desires to amend and supplement the restrictive covenants on file and of record by adding an additional paragraph to read as follows:

18. COMPLIANCE WITH PUBLIC LAW 33 USC 401:

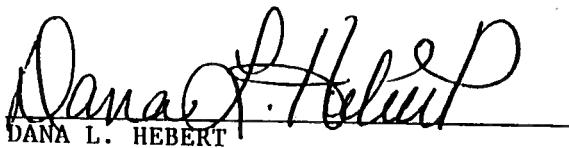
Any and all development, earth moving and /or landscaping on any property in the Park shall be conducted in accordance with the provisions of 33 USC 401, Sections 10 and 1413, Section 404 or any successor law.

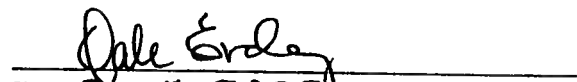
The provisions enacted in the restrictive covenants on file and of record and referred to hereinabove are retained and reaffirmed herein in their entirety as fully as if set out at length herein.

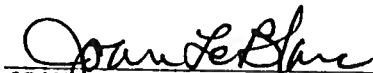
4th **THUS DONE AND SIGNED** at my office in Denham Springs, Louisiana, on the August day of 1999, 1999 in the presence of me, Notary, and the following competent witnesses.

WITNESSES:

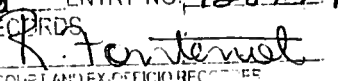
**LIVINGSTON ECONOMIC
DEVELOPMENT COUNCIL, INC.**


DANA L. HEBERT


BY: DALE ERDEY
PRESIDENT


JOAN LEBLANC


NOTARY PUBLIC
JAMES E. DURBIN

STATE OF LOUISIANA)
PARISH OF LIVINGSTON) CLERK'S OFFICE
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR
RECORD 86 19 99 AT 8:56 M.
AND RECORDED 86 19 99 IN COB
BOOK NO. 748 ENTRY NO. 428179
OF THE OFFICIAL RECORDS

CLERK OF COURT AND EX-OFFICIO RECORDER

Chain Sheet
For: Eric Pittman
File:

DATE: 4/16/2007

Chain of Title

<u>DATE</u>	<u>COB</u>	<u>PG</u>	<u>ORIG</u>	<u>INST</u>	<u>MOB</u>	<u>PG</u>	<u>FROM</u>	<u>TO</u>
3/19/07	965	500	632477	Term			Livingston Parish	Connell Industries, Inc
3/19/07	965	493	632476	CS			Livingston Parish Council	Yuba Heat Transfer Division of Connell Limited Partnership
8/6/99	748	594	428179	Rest			Livingston Economic Development Council	
617/99	745	146	424693	CS			Livingston Economic Development Council	<u>Parish of Livingston</u>
8/8/99	741	290	420031	Lease			Livingston Economic Development Council	Yuba Heat Transfer Division Connell Limited Partnership
	C 30	630		Revoke			Revocation of Charter for Livingston Economical Development Council	
2/4/97	699	709	377194	Sellout			Livingston Economic Development Council	Sunland Fabricators Inc
1/21/97	699	708	377193				Philip B. Berry Operating Co., Inc	
10/26/95	667	850	355521	AoC			Livingston Economic Council	Claude Penn Jr
10/23/90	648	765	341556	Serv			Livingston Economic Development Council	Gulf States Utility Co.
2/25/93	616	143	318413	Serv			Livingston Economic Development Council	Claude M Penn Jr
3/8/93	616	141	318412	Serv			Livingston Economic Development Council	Claude M. Penn Jr
2/25/93	616	133	318410	Sellout			Livingston Economic Development Council	Claude M. Penn Jr etal
11/16/88	578	442	295335	Modif.			Flare, Inc	Livingston Economic Development Council
8/29/94	644	854	338932	Assign			Town of Walker	Philip Berry Operating Co
3/3/89	541	553	276360	License			Flare Inc	Livingston Economic Development Council

11/25/87	512	256	263976				Livingston Economic Development Council	
11/2/87	512	253	263975	Acknow			Chevron USA	
11/30/87	512	247	262974	P.A.			Livingston Economic Development Council	Philip B Berry Operating Co, Inc
5/19/87	498	470	258477	Serv			Livingston Economic Development Council	Philip B Berry Operating Co, Inc
5/19/87	498	464	258476	Sale			Livingston Economic Development Council	Philip B Berry Operating Co, Inc
1/16/87	491	215	255072	Sellout			Livingston Economic Development Council	American Waste & Pollution Control Co., Inc
1/16/87	491	213	255071	Amend			Livingston Economic Development Council	
1/16/87	491	212	255071	Resol			Resolution of Livingston Economic Development Council	
8/6/85	453	506	237319	Sellout			Livingston Economic Development Council	Barnard & Burk Group Inc
7/31/85	453	501	237318	Rest			Restrictions of Livingston Parish Industrial Park	
12/20/84	445	514	232687	CS			Puget Southern Properties, Inc	Livingston Economic Development Council
3/29/85	445	513	232606	Resol			Resolution for Livingston Economic Development Council	
5/13/85	448	574	234203	Amend			Crown Zellerbach	Puget Southern Properties
12/18/84	440	876	229621	Sale			Crown Zellerbach	Puget Southern Properties