

**OWNERS RESTRICTIONS AND COVENANTS
MORRISON INDUSTRIAL PARK**

The Morrison Economic Development Corporation is the sole owner of all lots of a certain tract designated as the Morrison Industrial Park and does hereby certify that said plat was prepared at its request and under its direction by the firm of Willett, Hofmann & Associates, Inc., Consulting Engineers. After said lands were duly surveyed by said consulting engineers, the corners of said lots were marked by substantial iron pins. The parts of the said land described as streets, roads, and drives are hereby dedicated for the public use in accordance with the laws of the State of Illinois governing and controlling the dedication of, and uses of, streets and drives.

In the layout of the Morrison Industrial Park, the Morrison Economic Development Corporation has in no way attempted to withhold a strip of land from the subdivision, nor refused to dedicate a public right-of-way to its property line for the purpose of hindering the development of, or subdividing of, adjacent lands. As such owner, the undersigned for the benefit of itself, protective purchasers, and the public generally, does hereby declare the following **RESTRICTIVE COVENANTS AND CONDITIONS** to apply to said subdivision for the purposes hereinafter set forth, which restrictive covenants and conditions are hereby made covenants running with the land and which shall apply to and be binding upon all purchasers of lots or tracts in said subdivision, their successors, assigns, heirs, devisees and representatives.

The undersigned further stipulates that whenever in this instrument reference is made to a percentage of sites or of acreage, or of owners, such instruments shall be construed and taken to refer to the total sites, acreage and owners comprising the Morrison Industrial Park as platted from time to time, so as to avoid multiplicity of management organizations.

PURPOSES: The purposes of the restrictive covenants are: to insure proper use and appropriate development and improvement of each building site to protect the owners of building sites against improper use and development of surrounding building sites in such a way as to depreciate the value of any property; to guard against the erection thereof of structures built of unacceptable materials; to encourage the erection of attractive improvements appropriately located on each site; and, to secure setbacks from streets and adequate free spaces between to provide to a high type and quality of improvement of said property.

DEFINITIONS: As hereinafter used, the following terms are defined as follows:

"Improvements" shall mean and include all buildings, out buildings, parking areas, loading areas, masonry walls, landscaping, and any structure of any type or kind located above ground.

"Building line" shall mean the minimum distance which any improvements shall be set back from property or street lines.

"Side building site line" shall mean the boundary or property line dividing two adjoining building sites.

"Lot of record" shall mean a parcel of land legally described by a designated number on the Morrison Industrial Park subdivision plat.

"Development lot" shall mean a single tract of land which (at the time of filing for a building permit) is designated by its owner or developer as a tract to be used, developed or built upon as a unit, under single ownership or control. It may or may not coincide with a lot of record.

"Developer" or "Grantor" shall mean the Morrison Economic Development Corporation, its successors or assigns, or any person or persons designated by it in writing as having authority to act for it with respect to these restrictive covenants and conditions.

GENERAL RESTRICTIONS.

1. Minimum site. The building sites of the Morrison Industrial Park shall be as set forth in the industrial park plat and, in any event, should any of the so designated sites be subdivided or divided for further use, no building site shall be less than 1.2 acres. There shall be no further subdivision of any lot in the industrial park by any purchaser, or assignee of any purchaser, without the prior written approval of Morrison Economic Development Corporation.

2. Setback. No structures or buildings shall be located closer than 30 feet from any front line.

3. Side yards. All structures or buildings shall be at least 15 feet from the side building lot except on corner lots where the building setback line is marked on the plat of the development and, in any event, shall conform to the provisions relating to side yards as set forth in the Morrison City Code.

4. Front yard use. All setback areas facing roads between the front building line and the curb with the exception for the driveways, sidewalks, their walkways, shall be used exclusively for the planting and growing of trees, shrubs, lawns, and other ground covering or material as approved by the developer.

5. Corner visibility. No fence, wall, hedge or shrub, plant or tree, which obstructs sight lines shall be placed or permitted to remain behind the setback lines on any property if the elevation thereof exceeds 30 inches above the roadway and, in any event, shall conform to the provisions of the Morrison City Code, and to the plat of the Morrison Industrial Park.

6. Surface water. Each grantee shall make provision for its site for adequate drainage of surface water so as to carry same to any public storm sewers or to the street or a storm drainage system provided by the developer if no storm sewer is available and, in any event, each grantee shall submit for the developer's approval a storm drainage retention and detention plan that will provide that there is no greater run-off, nor rate of run-off, from any building site than currently exists prior to the building of any building on said building site.

7. Commencement of construction. The purchaser or lessee of a development-lot shall have two years from the date of delivery of possession to commence construction of an approved building. If after the expiration of two years from possession of any development lot any

purchaser or lessee shall not have begun the construction of an acceptable building upon said tract, said construction to be made in good faith, and an extension has not been granted by the MORRISON ECONOMIC DEVELOPMENT CORPORATION, the MORRISON ECONOMIC DEVELOPMENT CORPORATION retains the option of rescinding the transaction, refunding any monies paid to the MORRISON ECONOMIC DEVELOPMENT CORPORATION, and re-entering said land retaining said improvements as liquidated damages without cost to the MORRISON ECONOMIC DEVELOPMENT CORPORATION. The purchaser may petition the MORRISON ECONOMIC DEVELOPMENT CORPORATION for any extension of time. Said petition should include reasons for the time extension and length of extension needed. MORRISON ECONOMIC DEVELOPMENT CORPORATION has the authority to grant an extension for the commencement of construction for a period of up to one additional year, said additional year to run from the date that the grant of an extension of time is made.

8. Completion of construction. The purchaser or lessee of a development lot shall have 12 months after construction begins to substantially complete said building. If the building is not substantially within 12 months, MORRISON ECONOMIC DEVELOPMENT CORPORATION retains the option to rescind the land purchase or lease and re-enter said land retaining all improvements as liquidated damages. The purchaser retains the same rights to petition for an extension as stated in paragraph #7.

9. Utility easements. The grantor retains such rights-of-way and easements as may be necessary or convenient for the purpose of erecting, constructing, maintaining, and operating utility services over, across, under and through the premises in the designated setback areas between the building lines and the property lines including public service wires and conduits for lighting, power and telephone, television, including cable, gas lines, sanitary sewer, storm sewer, and water. And the grantor shall have 'the right to grant right-of-way easements to others to carry out this purpose. Any contract for the laying of such lines, wire, conduits, pipes, or sewers shall also provide that the premises shall be restored to the same condition as they were prior to the commencement of such work.

10. Incinerator. In the event an incinerator is installed, such incinerator shall be of such capacity as necessary so that there shall be no smoke or noxious odors. All such incinerators shall comply with all local, county, state or federal governmental regulations. Any outside incinerator shall be properly screened.

11. Buffer area. A buffer area or buffer strip shall be provided whenever the boundaries of the Morrison Industrial Park adjoins or abuts a lot zoned for residential or commercial purposes as set forth in Section 13.2.2.3 of the Morrison City Zoning Code.

12. Drainage Easements. Areas designated "Drainage Easements" on the Plat hereon shall be used for drainage or detention requirements. These areas may be used for parking or other site development uses that do not obstruct or hinder drainage requirements. Approval of all improvements proposed within the areas so designated shall be obtained from the City of Morrison to assure compliance with the storm Water Management Plan.

IMPROVEMENTS.

1. Maximum building size. Not more than 50% of any development lot shall be covered by buildings. The MORRISON ECONOMIC DEVELOPMENT CORPORATION reserves the right to grant a variance upon submittal to the developer of plans establishing the necessity of such a variance.

2. Plan approval. No improvement shall be commenced, erected or constructed, nor shall any addition thereto or change or alteration therein be made (except to the interior of a building), nor shall any change in the use of a premises be made until the plans and specifications therefor showing the nature, kind, shape, heights, materials, color scheme, lighting and location on the lot of the proposed improvements, fencing, screening, grading, landscaping or alterations, and the proposed use or change in the use of the premises shall have been submitted to, and approved in writing, by the developer, and a copy of such plans and specifications is finally approved lodged permanently with the developer. The developer shall have the right to refuse to approve any such plans or specifications or proposed use of the premises for any reason which the developer in its sole discretion may deem in the best interests of the park, and the owners or lessees of other properties therein. Any disapproval of submitted plans or specifications shall be made within 30 days after the plans have been submitted to the developer, or the failure to so respond shall be deemed as approval as the plans are submitted.

3. Sign approval. A scale drawing in color of any sign, trademark, or advertising device to be used on any lot or the exterior of any building or structure, together with the location thereof, will be submitted to the developer for written approval. The occupants trademark and/or name may be displayed on the building in the manner in which they are generally used by the occupant. All signs shall comply with the sign ordinance of the City of Morrison.

4. Exterior approval. Except in the same color and material as initially approved by the developer, no building shall be painted, re-painted, stuccoed, or be surfaced with any materials unless and until the developer approves in writing the color and/or material.

5. Loading docks. No loading docks shall be permitted on the street side of the building. The MORRISON ECONOMIC DEVELOPMENT CORPORATION reserves the right to grant a variance upon submittal to the developer of plans establishing the necessity for such a variance.

6. Sanitary sewer. When the development of the industrial park is completed, all lots will be served by sanitary sewer no less than 8 inches in diameter. The location of sewer hook-on will vary with each lot dependent upon sewer line location. The developer assures grantees that said sewer hook-on will be available at the property line of each lot. Grantees are subject to all of the ordinances of the City of Morrison, and the rules and regulations of the Illinois EPA and the U.S. EPA governing sewer hook-ons, wastewater discharge, effluent pre-treatment, sewer service charges, etc. Grantees are responsible for the operation and maintenance of their sewer service line to the point of connection to the sewer main.

PARKING AND LOADING.

1. Minimum requirements. To ensure adequate over-all parking facilities, space for parking should be related to both the size of buildings and the number of expected employees. In addition, adequate space must be allocated to permit expansion of parking area upon conversion of use. Minimum parking shall be the greater of (a) or (b) below:

(a) Parking in relation to floor area: One (1) space for each 1,000 square feet of gross floor area used for warehousing and distribution, one (1) space for each 500 square feet of gross floor area used for manufacturing, one (1) space for each 250 square feet of office floor space;

(b) Parking in relation to personnel: One (1) space for each 1-1/2 plant employees, one (1) space for each managerial personnel, one (1) visitor parking space for each 10 managerial personnel.

2. Location and type. All parking and loading shall be done on the site. On-street parking and loading are not permitted. Parking in loading areas are to be curbed, guttered and paved to provide a dust-free all-weather surface.

MAINTENANCE.

1. Grounds. Each lot owner shall at all times keep his premises, buildings, improvements, and appurtenances in safe, clean, neat, and sanitary condition, and shall comply with all laws, ordinances, and regulations pertaining to health and safety. Each lot owner shall provide for the removal of trash and rubbish from its premises, and it shall be kept in sanitary containers. If developed lots are not properly maintained, the developer may undertake such maintenance as it deems necessary and all costs incurred shall be immediately due and payable by the owner or lessee.

2. During construction. During construction of buildings it shall be the responsibility of each lot owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that the construction materials, trailers, shacks, and the like are kept in neat and orderly manner.

3. Unsold land. The developer agrees to maintain all land that has not been sold or leased within the park in a manner compatible with the provisions of these covenants, and with the provisions of the Morrison City Code, and except that the developer may continue to use property in the industrial park for agricultural purposes.

4. Nuisances. Occupants of the park shall not cause or make any excessive noise, smoke, odors, vibration, or discharge, harmful sewage or toxic materials that could be deemed objectionable to the other occupants, and that would conflict with the purposes or restrictions of the park, and shall not create or maintain a nuisance.

5. Outside storage. Any temporary or permanent storage outside the building of material, supplies, finished products, etc. shall be approved in writing by the developer. The owner or

lessee shall provide a plan for said storage which shall include adequate screening and/or fencing.

ABANDONMENT OR CLOSURE.

1. In the event that the grantee, its successors or assigns, abandons the premises in the industrial park, or loses its right to conduct business by reason of the expiration, suspension, revocation, removal, amendment, or other discontinuation of any license, permit, authority or corporate charter to conduct business, or by other operation of law, or ceases to actively operate a permissible business on the lot for continuous period of one (1) year (not including any period of active construction), then the lot and its improvements shall at once become for sale and the developer shall have the right to force the sale or judicial sale thereof in any court of competent jurisdiction on any terms the court in its discretion deems just, or the developer may, upon written notice to the owner, declare that the continued abandonment or cessation of business, if not cured within 90 days of the date of notice, shall constitute a violation of these covenants. Any sums that are paid for the resale of the premises shall be applied against the balance of any purchase price due from the grantee, and any excess above and beyond the purchase price balance of the grantee shall be the property of the developer, free and clear of any interest of the grantee.

2. If any structure or building on a lot burns or is otherwise destroyed or damaged, the lot shall be promptly cleaned and the debris removed and the damaged building or structure shall be repaired or removed within a reasonable time. In the event that the building or structure so damaged or destroyed is the primary facility for business conducted on the premises, then the building or structure, or substitute building or structure shall be built, rebuilt, repaired, or restored within the time limitation of commencement or completion of a building upon the original conveyance from the developer, and the provisions relating thereto shall apply, or the owner may elect within 12 months of the date of destruction or damage upon written notice to the developer, to place the property for sale with diligence and good faith, and upon such sale the limitations for commencement and completion of a building or structure shall apply to the new owner.

WAIVER OF INVALIDATION.

Any waiver or failure to enforce any provision of these covenants and restrictions in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation at any other location in the industrial park, or of any other provision of these covenants and restrictions. Invalidation by court adjudication of any provision of the covenants and restrictions shall affect the validity of any other provisions, and all other provisions therein shall remain in full force and effect.

REMEDIES.

Violation of any of said restrictions or conditions, or breach of any covenant or agreement herein contained, shall give the developer or its assignees, in addition to all other remedies, the rights (but not the obligations) to enter upon the land as to which such violation or breach exists, and to summarily 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 been remedied and corrected within 30 days after delivery of notice of such violation or breach from the developer or its assignees to the occupant of the premises on which the violation or breach has occurred or, in the alternative, within 30 days after mailing such notice by first-class mail, postage prepaid, to the record owner of such premises at its last known address.

STATUTORY COMPLIANCE.

The owner and/or lessee shall be responsible for the compliance with all local, county, state and federal regulations which may govern the construction and use of its improvements and in so doing agrees to hold the MORRISON ECONOMIC DEVELOPMENT CORPORATION and its officers, directors, agents, and assigns harmless and, further, to indemnify the developer, its officers, directors, agents, and assigns for any expenses incurred in responding to any violations of any local, county, state or federal regulations.

DURATION AND AMENDMENT.

Each of the conditions, covenants, restrictions, and reservations set forth above shall continue and be binding for a period of 30 years from the date hereof, and shall be automatically continued thereafter for a successive period of 25 years each provided, however, that the owners of 75% of the property described above may change, modify, add or nullify anyone or more of the said conditions, covenants and restrictions from time to time during the first 30 year period, and that thereafter such amendments may be accomplished by the owners of 66% of said property by executing and acknowledging an appropriate agreement in writing for such purposes, and filing the same for record in the office of the Recorder of Whiteside County, Illinois. The percentages shall apply based on the square feet of land owned.

FRENCH CREEK ROAD and KLIMSTRA COURT are hereby dedicated to the City of Morrison for public use in accordance with the laws of the State of Illinois, governing and controlling the dedication and uses of streets.

IN WITNESS WHEREOF, the Morrison Economic Development Corporation has caused this Instrument to be signed by its President and attested by its Secretary this 8 day of September, 1998.

MORRISON ECONOMIC DEVELOPMENT CORPORATION ATTEST:

By: John R. Prange

President

Lynn S. Kenady

Secretary