



IBERIA PARISH AIRPORT AUTHORITY

ACADIANA REGIONAL AIRPORT • LEMAIRE MEMORIAL AIRPORT

1404 Hangar Drive, New Iberia, LA 70560 • 337-365-7202

Schedule "B"

RESTRICTIVE CONVENANTS AFFECTING
AVIATION AND INDUSTRIAL DEVELOPMENT

- I. **For reasons of safety, health and economics, the following uses shall be prohibited on the above described property;**
- A. Any single, duplex or triplex family dwelling or any other residential use.
 - B. Any agricultural or other use which would have a tendency to attract members of the avian vertebrate group, which would cause hazardous conditions for aircraft domiciled, or aircraft landing at or taking off from Acadiana Regional Airport.
 - C. Agricultural uses, e.g., sugarcane and other uses which have a tendency to grow to excessive heights causing hazardous flying conditions.
 - D. Agricultural uses, e.g., rice, which requires flooding or embankments to entrap water.
 - E. Those uses producing smoke, odor, heat emission, electronic, and radio interference, or toxic or noxious gases or hazardous use of any type in amounts exceeding the standards or otherwise unacceptable or unapproved by the Office of Health Services and Environmental Quality, State of Louisiana.
 - F. Those uses producing industrial waste or effluent to be discharged into sanitary sewers or storm drainage systems, which waste or effluent has a chemical and/or biological content which is unacceptable and unapproved by the Office of Health Services and Environmental Quality, State of Louisiana, the Louisiana Department of Wildlife and Fisheries or in matters under the jurisdiction of the Iberia Parish Health Unit and the Sewer District No. 1 of Iberia Parish.
 - G. Those uses which would cause or would constitute hazardous conditions for aircraft domiciled, or aircraft landing at or taking off from, or otherwise operating at Acadiana Regional Airport.
 - H. The burial, or storage above ground, or any industrial waste, either solid, liquid or gas.
- II. A. **Submission of Plans** - The Iberia Parish Airport Authority reserves the right to approve architectural exterior design plans, including site plans, for the various improvements to be constructed. No construction shall be allowed to proceed until such approval has been granted, such approval shall not be withheld unless the proposed improvement contravenes these restrictions. The construction and design of proposed improvements shall be in accordance with applicable state law; plans and drawings shall include the prescribed seals and signatures. In the event the Airport Authority fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, this covenant will be deemed to have been fully complied with and no further approval on the part of Grantor shall be required. No building or structure above ground shall extend beyond the building lines, and it is hereby declared that said area between the building lines and property lines is to be used either for open landscaped areas or for off-street



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parking areas or aircraft aprons. Any landscaped areas shall be properly maintained thereafter in a slightly and well-kept condition. Parking areas shall likewise be maintained in good condition. No street parking of cars or trucks will be permitted.

B. **Construction Materials**-All construction shall be deemed "permanent" in nature and will conform with all applicable building codes.

C. Improvements, Grounds Care and Landscaping

1. Site Improvements

a. General

The Grantee will, so far as is reasonably possible, keep the said lands in a neat and tidy condition in the course of the construction of buildings thereon and will comply with any reasonable request made by the Grantor in respect to the appearance of the said lands during the construction as aforesaid.

b. Fencing

Fencing on airport property shall be equal to or superior to that type of fencing commonly known as "chain link". The location and type fencing shall be indicated on the site plan and subject to the approval of Grantor.

c. Lighting

Light standards for the illumination of parking areas shall be shielded in such a way that the light source will not be visible from the street, from any adjacent properties nor from operating aircraft.

d. Utilities

All utility lines shall be underground.

e. Parking areas

All permanent parking areas shall be hard-surfaced.

f. Fluid Storage

All volatile fluids shall be stored in compliance with applicable local, state and/or federal codes.

2. Grounds Care

It shall be the responsibility of the Grantee, to keep the premises, buildings and all improvements in a safe, clean, healthful, and pre-entable condition at all times.

The removal of undergrowth, weeds, debris, rubbish, trash, excess dirt, industrial wastes or garbage, and any unsightly material from the property shall be promptly done and at no expense to the Grantor.

Any building which shall have been in whole or part destroyed by fire, lighting, or tempest, shall either be rebuilt forthwith or all debris removed and the lot restored to a slightly condition in keeping with the other lots, within a reasonable time, following the said destruction.

3. Landscaping

The landscaping in accordance with the plan above referred to shall be completed within one (1) year following the completion of the building on the said lands.

Occupants, tenants and grantees will be required to provide and maintain landscaping (grass, bushes, etc.), to a reasonable degree, which is adjacent to dedicated streets and in areas of property not covered by buildings, pavement or enclosed by stockade type fencing.



D. Signs - The following sign regulations pertain to all buildings unless otherwise specified:

1. Signs shall pertain only to the identification of the business conducted within the building and products sold or manufactured, and to the direction of visitors.
No pictures or samples will be permitted on a sign except as part of a trademark.
2. A maximum of two signs will be permitted for each industry occupying a building, including any sign which is part of the building's architecture. In multiple unit buildings, the same number of signs will be allowed for each industry, provided that on any such building no sign affixed to the wall may extend above the roof or parapet.
3. The following types of signs will be permitted: Horizontal wall signs, otherwise known as belt or face signs, excluding signs painted on the wall itself; plaques attached to the face of building in proximity to the main entrance and bearing the name or trademark of the industry.
4. Wall signs shall have a maximum height of four feet; a maximum area of not more than three square feet for each running foot of the face of the building displaying such sign; and a maximum projection of not more than 12 inches from the face of the building. Plaques shall have a maximum area of eight (8) square feet. Directional signs shall have a maximum area of two square feet.
5. Any light or illumination shall be directed or shielded so that the light source is not visible from the street, from adjacent properties, nor from operating aircraft. No animated signs shall be allowed.
6. In the event that the design and location of company and/or product identification sign or signs are not shown on the plans here in above mentioned, the Grantee shall, prior to erection of such signs, secure the approval, in writing, of the Grantor.

E. Building Setbacks

1. Building setbacks shall be a minimum of thirty (30) feet from the lot front (street right-of-way).
2. Building setbacks shall be a minimum of twenty-five (25) feet from the lot side or street right-of-way, whichever is applicable.
3. Rear yard setbacks shall be twenty (20) feet from adjoining back lot or airport property line.
4. Buildings which are contiguous to taxiways, seaways, and/or runways shall not be closer than permitted by building restriction lines as shown on the Airport Layout Plan.
5. No building shall be constructed closer than fifty (50) feet to a drainage channel traversing airport property.

F. Parking and Loading

1. Off-Street Parking shall be provided by Grantee for vehicles owned by Grantee, its employees and customers.
2. Loading Docks shall be constructed so that loading will be performed in an orderly fashion. Irrespective of compliance with other requirements, loading docks must be so situated that trucks, tractors, trailers or any combination thereof may not, while being either loaded or unloaded, project beyond the right-of-way of any street bordering the property.
3. All permanent onsite parking shall be hard-surfaced. Adequate onsite drainage shall be provided. All off-street parking facilities on or for properties along traffic routes designated, shall be provided with driveways (entrances and exits) so located as not to cause undue interference with, or hazard to, free movement of normal traffic, or prevent vehicles from backing into street. When possible, entrances and exits shall be developed on two (2) or more frontages to facilitate traffic movement on through streets and minimize congestion. It shall be Grantee's responsibility to extend driveways to existing or presently projected streets at no expense to



Grantor, even though part of this construction is within the street right-of-way. The number of driveways should be the minimum number required to serve adequately the needs of the use of the property. Use of frontages of less than seventy-five (75) feet are limited to one (1), two (2) directional driveway, or two (2) one (1) directional driveway(s) (minimum 12 feet wide) and must comply with all other requirements. Where two drives are provided for one frontage, the distance between drives, measured along the right-of-way line, shall not be less than twenty (20) feet. Normally, not more than two (2) drives shall be provided to any single-business establishment. When more than two (2) are necessary to facilitate operations, the minimum distance between the drives shall be increased to one-hundred (100) feet. In case of corner property with frontage on two (2) or more streets and requiring driveways on more than one (1) frontage, the minimum distance between the two (2) drives on one (1) frontage may be reduced to seventy-five (75) feet, but must meet all other requirements. The driveway width should be adequate to handle properly the anticipated volume and type of traffic and shall conform with the range of dimensions below, measured at the narrowest point parallel to the right-of-way.

Two-directional use: 18 feet minimum; 30 feet maximum.

One-directional use: 12 feet minimum; 20 feet maximum

Radius curves at junctions of driveway and street pavement must not be greater than the frontage boundary line clearance and shall be developed with the following dimensions; 5' radius minimum; 10' desirable minimum; 30' radius maximum. Driveways shall be positioned to clear the frontage boundary lines (side lot line extension) by a distance equal to or greater than the radius of the curve at the junction of driveway and street pavement. Corner clearance at an intersecting street is the dimension measured along the edge of the roadway surface between a point opposite the intersection of the street right-of-way lines and the tangent projection of the nearest edge of the driveway and shall be a 20' minimum. The driveway radius shall in no case extend beyond the intersecting street right-of-way line. Entrances and exits from properties opposite "t" intersections shall coincide with the intersecting streets or be offset a minimum of 125' from centerline to centerline. When a bridge, culvert, crossing, overpass, underpass, tunnel or similar obstruction occurs within a driveway has access, that driveway shall offset the obstruction by a minimum of 125' measured from the nearest point.

G. Right of Way and Easements

1. Grantor offers no assurance as to the provisions of rail service to the property herein conveyed; it being the responsibility of the Grantee to negotiate for this service with the B.N.S.F. and L & D Railroad Companies.
2. Because of the difficulty in prescribing in advance the location of all utility, street and rail easements, which may ultimately be required, Grantee herein agrees to offer every reasonable cooperation in providing such easements as may be required and as such may affect this property. Grantee may affect it, provided these easements have been clearly indicated on the engineer's survey of the property which has been furnished by the Grantee.

H. Security

1. Grantee will make a good faith effort to participate in the Airport Security Program.

III. A. Grantor agrees to invoke similar restrictions in all subsequent conveyances relating to sales in Block Industrial Area No. 2.