PLC5-434A

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Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

PUD No. 248
DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR
51 Aspen Mini-Storage

KNOW ALL MEN BY THESE PRESENTS:

THAT Aspen Square, Inc., an Oklahoma corporation, hereinafter referred to as the "Owner/Developer" is the owner of the following described real estate situated in the City of Broken Arrow, Wagoner County, State of Oklahoma, to wit:

A tract of land located in the NE/4 of Section 20, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the most northerly southwest corner of "51 Aspen RV Storage", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, Plat No. PLC5-424A, as filed in the records of the Wagoner County Clerk's office;

Thence N 00°07'45" W a distance of 860.32 feet to the southwesterly right of way for Oklahoma State Highway 51 as recorded in Book 590, Page 67, and filed in the records of the Wagoner County Clerk's office;

Thence S 42°26'49" E along the southwesterly right of way for Oklahoma State Highway 51, a distance of 504.52 feet to the northwest corner of "51 Aspen RV Storage";

Thence S 00°07'45" E along the west boundary of "51 Aspen RV Storage", a distance of 632.03 feet to the most southerly southwest corner of "51 Aspen RV Storage";

Thence N 67°02'44" W along the boundary of "51 Aspen RV Storage", a distance of 369.23 feet to the "Point of Beginning".

Said tract contains 253,451 square feet or 5.8184 acres.

The non-astronomic bearings for said tract are based on a recorded plat bearing of N 00°07'45" W along the west line of "51 Aspen RV Storage", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, Plat No. PLC5-424A, as filed in the records of the Wagoner County Clerk's office.

Owner/Developer has caused the above described lands to be surveyed, staked, platted and subdivided into one lot in conformity with the accompanying plat, and has designated the subdivision as "51 Aspen Mini-Storage", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma.

SECTION I. EASEMENTS AND UTILITIES

1.1 General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the northerly perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3. Underground service cables and gas service lines to all structures which may be located in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The Owner/Developer shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the Owner/Developer will pay for damage or relocation of such facilities caused or necessitated by acts of such Owner/Developer or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

1.3.1 The Owner/Developer of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 Wagoner County Rural Water District No. 4, or its successors, shall be responsible for ordinary maintenance of public water mains and the City of Broken Arrow, or its successors, shall be responsible for ordinary maintenance of public sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

1.3.4 Wagoner County Rural Water District No. 4, or its successors, and the City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

1.3.5 In the event owner constructs or causes to be constructed buildings, structures or pavement on water line easements, Wagoner County Rural Water District No. 4 shall not be responsible for damage to such buildings, structures or pavement necessitated by maintenance, repair or replacement of such lines.

1.3.6 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by Wagoner County Rural Water District No. 4 and the City of Broken Arrow, Oklahoma, or their successors, and the owner of each lot agrees to be bound hereby.

1.4 Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. The Owner/Developer shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by the Owner/Developer and by the City of Broken Arrow, Oklahoma.

1.5 Paving and Landscaping Within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.6 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to State Highway 51 within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, Oklahoma.

1.7 Maintenance of Shared Detention Facilty

Detention shall be maintained by the owners or their assigns of **"51 ASPEN MINI-STORAGE "** and **"51 ASPEN RV STORAGE"**, to the extent necessary to achieve the intended drainage, and detention functions including repair of appurtenances, removal of obstructions and siltation, and customary grounds maintenance within the Shared Detention Facility.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, **"51 ASPEN MINI-STORAGE"** was submitted as a planned unit development (entitled PUD No. 248) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on October 16, 2012 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 248 was approved by the Broken Arrow Planning Commission on January 14, 2016 and approved by the City of Broken Arrow City Council, on February 2, 2016; and

WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

2.1 General Standards

The development of **"51 ASPEN MINI-STORAGE"** shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on February 2, 2016.

2.2 Development Standards for Lot 1, Block 1

2.2.1 Permitted Uses: Mini-storage and Office Uses.

2.2.2 Maximum Building Height: 20 feet

2.2.3 Minimum Building Set Backs:

From State Highway 51	30 feet
From East boundary	0 feet
From the South boundary	10 feet
From the West boundary	5 feet

2.2.4 Parking: At least seven parking spaces will be provided.

2.2.5 Landscaping: Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance. Landscaping shall be provided by a 30-foot wide landscape edge located along State Highway 51. Within this landscape buffer, at least one tree shall be planted for every 30 lineal feet of landscape edge, of which at least 50% shall be evergreen. Trees may be grouped together or evenly spaced. No landscape material shall be required within the interior access area of the Mini-Storage facility. The amount of open space provided and total land area shall be shown on the Detail Site Plan submitted to the City of Broken Arrow. Any landscape material that fails shall be replaced in accordance with Section 5.2.C.4 of the Zoning Code.

2.2.6 Fencing: A 6-foot high opaque, wood screening fence shall be installed, in accordance with Section 3.2.D.3 of the City of Broken Arrow Zoning Ordinance, along the boundaries of the project site, between the proposed exterior buildings, except between any buildings abutting or adjacent to State Highway 51, where said screening fences shall be constructed of the same masonry material as that used on the buildings abutting or adjacent to State Highway 51.

2.2.7 Sign Standards: As provided in accordance with Section 5.7 of the City of Broken Arrow Zoning Ordinance, except as noted herein. One wall sign will be allowed on only one building next to State Highway 51 and shall not exceed 100 SF in size. One freestanding sign identifying the development and/or tenant or tenants shall be permitted for the entire PUD. Such sign shall not exceed 20 feet in height, nor 200 square feet of display surface area and be located outside of any utility easements. Signs shall have a monument type base that covers the support structures. The base of the sign shall be of the same material as the principal buildings on the site.

2.2.8 Lighting: Lighting shall be installed in accordance with Section 5.6 of the City of Broken Arrow Zoning Ordinance.

2.2.9 Exterior Building Material: The exterior vertical walls of all buildings and screening fences abutting and adjacent to State Highway 51 shall be constructed of masonry material.

2.2.10 Access To State Highway 51: Access into the project site will be via a centrally located entrance off of State Highway 51. There will be a secondary access point through the 51 Aspen RV Storage site.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

3.1 Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I. whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Broken Arrow, Oklahoma. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the City of Broken Arrow Zoning Code and shall inure to the benefit of the City of Broken Arrow, Oklahoma, and the owner of the land within **"51 ASPEN MINI-STORAGE"**. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Broken Arrow, Oklahoma to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant.

3.2 Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less that thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

3.3 Amendment

The covenants contained within Section I. Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors and the City of Broken Arrow, Oklahoma. The covenants contained within Section II. Planned Unit Development Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.

3.4 Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

CERTIFICATE OF WAGONER COUNTY CLERK
I, Lori Hendricks, the County Clerk of Wagoner County, here now state the subdivision called 51 Aspen Mini Storage has been filed into Wagoner County Records.
Lori Hendricks, Wagoner County Clerk

COUNTY CLERK OFFICIAL SEAL WAGONER COUNTY OKLAHOMA

IN WITNESS WHEREOF: Aspen Square, Inc., an Oklahoma corporation, has executed this instrument this 15th day of December, 2016.

Aspen Square, Inc.
an Oklahoma corporation

R. Carlile Roberts
President

State of Oklahoma)
) ss
County of Tulsa)

This instrument was acknowledged before me this 15th day of December, 2016, by R. Carlile Roberts, President of Aspen Square, Inc., an Oklahoma corporation.

OFFICIAL SEAL TAMMI MARTIN NOTARY PUBLIC - OKLAHOMA MUSKOGEE COUNTY - COMM. #15005134 My Comm. Expires 06/01/19

~~Marilyn L. Richardson, Notary Public~~
~~My commission no. is 14003206~~
~~My commission expires April 4, 2018~~

CERTIFICATE OF SURVEY

I, J. Patrick Murphy, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor licensed in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as **"51 ASPEN MINI-STORAGE"**, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, is a true representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying.

Executed this 12th day of December, 2016.

J. Patrick Murphy
Licensed Professional Land Surveyor
Oklahoma No. 1511

REGISTERED PROFESSIONAL LAND SURVEYOR J. PATRICK MURPHY P.L.S. 1511 OKLAHOMA

State of Oklahoma)
) ss.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this 12th day of December, 2016, by J. Patrick Murphy.

JACK TABER Notary Public in and for STATE OF OKLAHOMA Commission #12005192 Expires: May 31, 2020

Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2020

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY

APPROVED 9/6/2016 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor
Attest: City Clerk

51 ASPEN MINI-STORAGE
Date of Preparation: August 22, 2016
PT-15-118 Sheet 2 of 2

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Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By DEPUTY