

Plat Cabinet 3
285 A+B

APPROVED 9-8-92 by the City Council of the City of Broken Arrow, Oklahoma.
James C. Reynolds / Mayor
Brenda R. Kish / Attest: City Clerk

1991
Thomas J. Jackson / Notary Public

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT, AES MANUFACTURING SERVICES, INC. is the OWNER of the following described property:

A part of the NE/4 of Section 18, T-18-N, R-15-E of the Indian Base and Meridian, Wagoner County, Oklahoma according to the U. S. Government Survey thereof; being more particularly described as follows, to-wit:

BEGINNING at the Northeast corner of said Section 18, T-18-N, R-15-E, Wagoner County, Oklahoma; thence S 01°25'35" E, along the East line of said Section 18, a distance of 710.01 feet to a point; thence S 88°51'01" W, and parallel with the North line of Section 18, a distance of 641.90 feet to a point; thence S 01°08'59" E a distance of 620.03 feet to a point; thence S 46°17'10" W a distance of 350.00 feet to a point on the East right-of-way line of Oklahoma Highway #51; thence N 43°42'50" W a distance of 385.37 feet to a point; said point being the Southwest corner of BLUE BELL, an Addition to the City of Broken Arrow, Wagoner County, Oklahoma, according to the recorded Plat thereof; thence N 46°17'10" E, along the South line of BLUE BELL Addition, a distance of 493.47 feet to a point, said point being the Southeast corner of BLUE BELL Addition, thence N 01°08'59" W a distance of 949.15 feet to the Northwest corner of BLUE BELL Addition and on the North line of Section 18; thence N 88°51'01" E a distance of 793.47 feet to the POINT OF BEGINNING, and containing 793,691.85 square feet, or 18.221 acres, more or less.

WHEREAS, the said OWNER has caused the above described property to be surveyed, platted and staked and in conformity with the plat hereon which it hereby adopts as the plat of the above described land as A.E.S. INDUSTRIAL CENTER, an Addition to the City of Broken Arrow, Wagoner County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS, UTILITIES, LIMITS OF ACCESS

A. Public Streets and General Utility Easements

NOW, THEREFORE, the undersigned OWNER does hereby dedicate for public use the street right-of-way for East 81st Street South and for South 209th East Avenue (the public streets) as depicted on the accompanying plat, and does further dedicate for public use forever the utility easements as depicted on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and/or replacing any and all public utilities, including storm sewer, sanitary sewers, telephone lines, electric power lines and transformers, cable television lines, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenance thereto, with the right of ingress and egress to and upon said utility easements for the uses and purposes aforesaid, together with similar utility easement rights in the public street rights-of-way, way as depicted on the accompanying plat. No building, structure or other above or below-ground obstruction that will interfere with the purposes aforesaid will be placed, erected, installed or permitted upon the utility easements or rights-of-way as shown. PROVIDED, HOWEVER, that the OWNER hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines, together with the right of ingress and egress to, over, across and along all strips of land included within the utility easements shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other areas.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the North and East boundary of the subdivision, and along the Southwesterly highway frontage of Lot 2 of the subdivision. Street light poles or standards may be served by overhead or underground cable, and elsewhere throughout the subdivision all supply lines shall be located underground in the easements ways dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers as sources of supply at secondary voltages, may also be located in such easement-ways.

2. Except to buildings on lots described in paragraph (1) above, which may be served from overhead services lines, underground service cables to all buildings which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such buildings as may be located upon each said lot; provided that upon the installation of such a service cable to a particular building, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the lot, covering a 5-foot strip extending 2.5 feet on each side of the service cable extending from the service pedestal or transformer to the service entrance on the building.

3. The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have the right of access to all such easement-ways shown on the plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.

4. The lot owner shall be responsible for the protection of the underground service facilities located on his lot, and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, or cable television facilities. The supplier of services shall be responsible for ordinary maintenance of underground facilities, but the lot owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the lot owner or his/her agents or contractors.

5. The foregoing covenants set forth in this Paragraph B concerning underground electric, telephone and cable television services shall be enforceable by the suppliers of the service, and the lot owner of each lot agrees to be bound thereby.

C. Limits of No Access

The undersigned OWNER hereby relinquishes rights of vehicular ingress or egress from any portion of the property within the bounds designated as "Limits of No Access" (L.N.A.) as shown on the accompanying plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successors, with the concurring approval of the City Engineer, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

D. Owner Responsibility Within Easements

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

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

A.E.S. INDUSTRIAL CENTER was processed as Planned Unit Development No. 68-A pursuant to Article VII of the Zoning Ordinance No. 1560- of the City of Broken Arrow, Oklahoma, as the same existed on August 27, 1992, the date of the approval of the Planned Unit Development No. 68-A by the Broken Arrow Planning Commission, and as the same existed on September 8, 1992, the date on which the Planned Unit Development No. 68-A was approved by the Broken Arrow City Council.

NOW THEREFORE, for the purpose of providing the orderly development of Planned Unit Development No. 68-A and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner, their successors, grantees and assigns, and the City of Broken Arrow, Oklahoma, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land and which shall be enforceable by the owners of lots within A.E.S. INDUSTRIAL CENTER, and by the City of Broken Arrow, Oklahoma.

Within A.E.S. INDUSTRIAL CENTER, the following development standards and restrictions shall apply:

- Use of Property.** The uses permitted as a matter of right in the "I-1" (Light Industrial District) under the Broken Arrow Zoning Code, as the same existed on August 27, 1992; and customary accessory uses thereto, except as modified by P.U.D. No. 68-A.
- Floor Area Ratio.** The maximum aggregate floor area ratio of all buildings constructed within Lot 1, Block 1, A.E.S. INDUSTRIAL CENTER shall not exceed Thirty percent (30%). The Phase 1 building shall contain 44,818 square feet of floor area. The future buildings to be constructed on Lot 1, Block 1 shall contain 64,000 square feet, for a total square footage of 108,818 on Lot 1, Block 1. Lot 1 contains 8.373 acres or 364,713.621 square feet.

- Building Height.** On Lot 1, Block 1, the maximum building height shall be 30'-0" with the exception of the future Test Cell, which will have a maximum building height of 50'-0".
- Building Setbacks.** The minimum building setbacks shall be as shown on the recorded plat.
- Finish Floor Elevations.** The Finish floor elevation of the Phase 1 building shall be 738.00. The future Test Cell shall have a finish floor of 742.00, relative to U.S.C. & G.S. Datum.
- Off-street Parking.** Off-street parking shall be provided as required by the Broken Arrow Zoning Code, unless modified herein. On Lot 1, the Phase 1 building shall have a minimum of 51 parking spaces, including 2 spaces for parking for the handicapped. Future Additions on Lot 1, shall contain a minimum of 25 additional parking spaces, for a total minimum parking for 75 vehicles on Lot 1, Block 1.
- Paved Areas.** On Lot 1, Block 1, the Phase 1 paving will contain 86,797 square feet. Future paving on Lot 1 will contain an additional 1,751 square feet.
- Landscaping.** Internal landscaped open space of not less than 10% of the net area of A.E.S. INDUSTRIAL CENTER shall be provided and maintained by the owner in conformance with the Broken Arrow Zoning code.
- Sign Standards.** All signs within the Addition shall comply with the Broken Arrow Zoning Ordinances, and shall be submitted to the Broken Arrow Planning Commission for approval with the site plan review.
- Lighting.** Light standard shall be equipped with deflectors directing the light downward and away from the exterior lot boundaries. Any building mounted lights shall be hooded and directed downward to prevent spill-over lighting to adjoining property.
- All trash collection areas shall be screened from public view.
- No building permit shall be issued for any building within A.E.S. INDUSTRIAL CENTER until a detailed site plan shall have been submitted to the Broken Arrow Planning Commission and approved as being in compliance with development standards set forth herein.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owners, their successors and assigns and all parties claiming under them. If the undersigned owner, or her successors or assigns, shall violate any of the covenants herein, it shall be lawful for any persons owning any lot situated within the subdivision or the City of Broken Arrow, Oklahoma to maintain any action at law or 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 covenants or to recover damages for such violations.

B. Duration

Section II of these covenants shall remain in full force and effect until fifty (25) years from the recording date of this document, and continued thereafter for successive periods of ten (10) years each, unless terminated or amended as herein provided. Section I is specifically exempted from this termination date. Items contained within said Section I may be amended from time to time by consent of the applicable utility company and/or the City of Broken Arrow and the Owner with the consent of the Broken Arrow Planning Commission and the Broken Arrow City Council or their successors, or as otherwise provided by law.

C. Severability

Invalidation of any one of the covenants contained herein by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force or effect.

WITNESS our hands this 6 day of October, 1992.

ATTEST: (SEAL)
Ginger Reno, Secretary-Treasurer

A.E.S. MANUFACTURING SERVICES, INC.
Michael G. Haws, President

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 6th day of October by Michael G. Haws, President, A.E.S. MANUFACTURING SERVICES, INC., an Oklahoma Corporation, on behalf of said Corporation.

My Commission expires: 7/16/96

Jodi A. Jackson
Notary Public

CERTIFICATE OF SURVEY

I, Phillip G. Smith, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land herein described above, and that said plat dedicated herein as A.E.S. INDUSTRIAL CENTER, an Addition to the City of Broken Arrow, Wagoner County, State of Oklahoma, is a true and correct representation of said survey.

WITNESS my hand and seal this 5th day of Oct., 1992

Phillip G. Smith
Phillip G. Smith
Registered Land Surveyor #209

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State on this 5th day of Oct., 1992, personally appeared Phillip G. Smith, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires: March 23, 1996

Phillip G. Smith