



Deed of Dedication
BAPS Elementary 16

KNOW ALL MEN BY THESE PRESENTS:

Broken Arrow Public Schools, hereinafter referred to as the "Owner", is the owner of the following described land in the City of Broken Arrow, Wagoner county, state of Oklahoma, to-wit:

"A TRACT OF LAND LYING IN PART OF THE SE4 OF THE NW4 AND THE NE4 OF THE SW4 OF SECTION TWENTY (20) TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

BEGINNING AT A 1/2" IRON PIN THAT IS THE NORTH-WEST CORNER OF THE NE4 OF THE SW4 OF SAID SECTION TWENTY (20); THENCE N01°21'07"W AND ALONG THE WEST LINE OF THE SE4 OF THE NW4 OF SAID SECTION 20 FOR A DISTANCE OF 1593.45 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE M.K.&T. RAILROAD THENCE S68°18'36"E AND ALONG THE SOUTH RIGHT OF WAY LINE OF SAID M.K.&T. RAILROAD FOR A DISTANCE OF 578.88 FEET; THENCE N 21° 41' 24" E AND ALONG THE SOUTH RIGHT OF WAY LINE OF SAID M.K.&T. RAILROAD FOR A DISTANCE OF 25.00 FEET; THENCE S68°18'36"E AND ALONG THE SOUTH RIGHT OF WAY LINE OF SAID M.K.&T. RAILROAD FOR A DISTANCE OF 842.77 FEET TO A POINT ON THE EAST LINE OF THE SE4 OF THE NW4 OF SAID SECTION TWENTY (20); THENCE S01°21'31"E AND ALONG THE EAST LINE OF THE NW4 OF SAID SECTION TWENTY (20) FOR A DISTANCE OF 989.30 FEET; THENCE S88°20'05"W FOR A DISTANCE OF 814.30 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 17°34'31", HAVING A RADIUS OF 584.00 FEET, A LENGTH OF 179.14 FEET AND WHOSE LONG CHORD BEARS S79°32'50"W FOR A DISTANCE OF 178.44 FEET; THENCE S70°45'34"W FOR A DISTANCE OF 110.27 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 18°03'57", HAVING A RADIUS OF 504.00 FEET, A LENGTH OF 158.92 FEET AND WHOSE LONG CHORD BEARS S79°47'33"W FOR A DISTANCE OF 158.26 FEET; THENCE S68°49'31"W FOR A DISTANCE OF 66.32 FEET TO A POINT ON THE WEST LINE OF THE NE4 OF THE SW4 OF SAID SECTION TWENTY (20); THENCE N01°23'44"W A DISTANCE OF 19.99 FEET TO THE SOUTHWEST CORNER OF THE SE4 OF THE NW4 OF SAID SECTION TWENTY (20) AND THE POINT OF BEGINNING; SAID TRACT CONTAINING 1,687,270 SQUARE FEET OR 38.73 ACRES MORE OR LESS.

Owner has caused the above described tract of land to be surveyed, staked, platted and subdivided into 1 Lot, and 1 block (the "Lot") in conformity with the accompanying plat, and has designated the subdivision as "BAPS Elementary 16," a subdivision in the City of Broken Arrow, Wagoner County, Oklahoma (hereinafter the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

The Owner does hereby dedicate to the public the street rights-of-way as depicted on the accompanying plat. Additionally, the Owner does hereby dedicate to the public the utility easements designated as "U/E" or "Utility Easement", 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 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 relaying over, across and along all of 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 herein imposes a restrictive covenant, which covenant shall be binding on the Owner and its successors and assigns (together, the "Lot Owner"), 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 that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls that do not constitute an obstruction.

B. UTILITY SERVICE

- 1. Overhead poles for the supply of electric and communication service may be located in the perimeter utility easements and the in the perimeter rights-of-way of the Subdivision. Street light poles or standards may be served by overhead or underground cable, and elsewhere throughout the Subdivision, all supply lines including electric, telephone, cable television and gas lines shall be located underground in easements dedicated for general utility services and in the rights-of-way of the public streets as depicted upon the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.
- 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. Underground service cables and gas service lines to all structures within the Subdivision may be extended from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure upon the Lot, provided upon installation of 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 non-exclusive easement on the Lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.
- 3. 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 utility easements 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, cable television or gas service facilities installed by the supplier of the utility service.
- 4. The Lot Owner shall be responsible for the protection of the overhead and/or underground service facilities located on the Lot and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. Each supplier of these services shall be responsible for ordinary maintenance of overhead and/or underground facilities, but the Lot Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or the Owner's agents or contractors.
- 5. The covenants set forth in this subsection shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the Lot Owner agrees to be bound by these covenants.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- 1. The Lot Owner shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers in this Subdivision.
- 2. Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations from the contours existing upon the completion of the installation of a public water main, sanitary sewer main, or storm sewer main, or any construction activity which would, in the judgment of the City of Broken Arrow or in the judgment of Wagoner County, interfere with public water mains, sanitary sewer mains and storm sewers, shall be prohibited.

- 3. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains and storm sewer mains, but the Lot Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Lot Owner, his agents or contractors.

- 4. 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, sanitary sewer or storm sewer facilities.

- 5. The foregoing covenants set forth in this paragraph shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the Lot Owner agrees to be bound hereby.

D. GAS SERVICE

- 1. The supplier of gas service through its agents and employees shall at all times have the right of access to all the Utility Easements shown on the plat or as otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of the facilities installed by the supplier of gas service.
- 2. The Lot Owner shall be responsible for the protection of the underground gas facilities located within the Subdivision and shall prevent the alteration of grade or any other construction activity which would interfere with gas service. The supplier of gas service shall be responsible for the ordinary maintenance of its facilities, but the Lot Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Lot Owner, or the Lot Owner's agents or contractors.
- 3. The covenants set forth in this subsection shall be enforceable by the supplier of gas service, and the Owner agrees to be bound by these covenants.

E. SURFACE DRAINAGE

The Subdivision shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from streets and easements. The Lot Owner 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 shall be enforceable by the Lot Owner and by the City of Broken Arrow, Oklahoma.

F. PAVING AND LANDSCAPING WITHIN EASEMENT

The Lot Owner shall be responsible for the repair of damage to landscaping and paving occasioned by necessary placements, replacements, or maintenance of 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.

G. OVERLAND DRAINAGE EASEMENT

- 1. The Owner does hereby dedicate to the public perpetual easements on, over, and across those areas designated on the accompanying plat as "Overland Drainage & Utility Easement" for the purpose of permitting the overland flow, conveyance, and discharge of stormwater runoff within the Subdivision and from properties outside the Subdivision.
- 2. Drainage facilities located within overland drainage easements shall be constructed in accordance with the adopted standards of the City of Broken Arrow, Oklahoma, and plans and specifications approved by the City of Broken Arrow, Oklahoma.
- 3. No fence, wall, building or other obstruction shall be placed or maintained within an overland drainage easement nor shall there be any alteration of the grade in the easements unless approved by the City of Broken Arrow, Oklahoma, provided that the planting of turf shall not require the approval of the City of Broken Arrow, Oklahoma.
- 4. Overland drainage easements located within the Subdivision shall be maintained by the Lot Owner at the Lot Owner's expense in accordance with standards prescribed by the City of Broken Arrow, Oklahoma. In the event the Lot Owner fails to properly maintain the easements located thereon or, in the event of the placement of an obstruction within such easements, or the alteration of grade therein, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the easements and perform maintenance necessary to achieve the intended drainage functions and may remove any obstruction or correct any alteration of grade, and the costs shall be paid by the Lot Owner. In the event the Lot Owner fails to pay the cost of maintenance after receipt of a statement of costs from the City of Broken Arrow, Oklahoma, the City may file of record a copy of the statement of costs in the land records of the Wagoner County Clerk, and thereafter the costs shall be a lien against the Lot. A lien established as provided above may be foreclosed by the City of Broken Arrow, Oklahoma.

SECTION II. 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 Lot Owner and its successors and assigns in title. Within the provisions of Section I, streets, 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. In any judicial action brought to enforce the covenants established within this Deed of Dedication, the defense that the party initiating the equitable proceeding has an adequate remedy at law is hereby waived.

B. DURATION

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

C. AMENDMENT

The covenants contained within Section I Streets, easements and utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the Broken Arrow Planning Commission, or its successors with the approval of the City of Broken Arrow, Oklahoma.

D. 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.

In witness whereof: Broken Arrow Public Schools has executed this instrument this 17th day of September, 2019.

Broken Arrow Public Schools
BY: Michelle Bergwall
Michelle Bergwall, Chief Operating Officer

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS:
This instrument was acknowledged before me this 17th day of September, 2019, by Michelle Bergwall as Chief Operating Officer of Broken Arrow Public Schools.

Melissa Addison
Notary Public

My Commission No: 01008046
My Commission Expires: 8-26-23



CERTIFICATE OF SURVEY

I, R. Wade Bennett, of Bennett Surveying, Inc. a licensed land surveyor registered in the State of Oklahoma, 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 BAPS Elementary 16, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, is a 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 as adopted.

Witness my hand and seal this 9th day of August, 2019.

R. Wade Bennett

R. Wade Bennett
Licensed Professional Land Surveyor
Oklahoma #1556



ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS:
This instrument was acknowledged before me this 9th day of August, 2019, by R.Wade Bennett.

Elizabeth Franklin
Notary Public

My Commission No: #00020202
My Commission Expires: 12-11-2020



TREASURER CERTIFICATION

I, hereby certify that the 2019 and back taxes have been paid on the above described property according to the 2018 tax roll.
Nana Patten
Wagoner County Treasurer



CERTIFICATE OF WAGONER COUNTY CLERK

I, Lori Hendricks, the County Clerk of Wagoner County, here now state the subdivision called _____, has been filed into Wagoner County Records.

Lori Hendricks
Lori Hendricks, Wagoner County Clerk



Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By: Lori Hendricks