

BLUE BELL

AN ADDITION TO THE CITY OF BROKEN ARROW, BEING A PART OF
THE N/2 OF THE NE/4 OF SECTION 18, T-18-N, R-15-E OF
THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.
P.U.D. 67

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT BLUE BELL CREAMERIES, INC., a Texas Corporation is the OWNER of the following described real property situated in a part of the NE/4 of Section 18, T-18-N, R-15-E of the Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows:

A part of the N/2 of the NE/4 of Section 18, T-18-N, R-15-E, of the Indian Base and Meridian, Wagoner County, State of Oklahoma, and being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 18, T-18-N, R-15-E, Wagoner County, Oklahoma; thence S 88°51'01" W, along the North line of Section 18, a distance of 793.47 feet to the POINT OF BEGINNING; thence S 01°08'59" E a distance of 949.15 feet to a point; thence S 46°17'10" W a distance of 493.47 feet to a point on the East right-of-way line of State Highway 51; thence N 43°42'50" W, along the East right-of-way line of State Highway 51, a distance of 765.00 feet to a point; thence N 31°03'19" W along said East right-of-way line, a distance of 377.64 feet to a point; said point being the Southwest corner of Lot 2, Block 1, FIFTY ONE PINES, an Addition to the City of Broken Arrow, Oklahoma; thence N 58°46'41" E a distance of 243.61 feet to a point; thence N 01°08'59" W a distance of 270.07 feet to a point on the North line of Section 18; thence N 88°51'01" E a distance of 858.37 feet to the POINT OF BEGINNING, and containing 22.006 acres, more or less,

which is PLANNED UNIT DEVELOPMENT (P.U.D.) No. 67, AND HEREBY CERTIFIES that it has caused the same to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above described land, under the name of BLUE BELL, an Addition to the City of Broken Arrow, Wagoner County, Oklahoma.

SECTION I. STREETS AND EASEMENTS, ELECTRIC AND COMMUNICATIONS SERVICES, LIMITS OF ACCESS, OWNER RESPONSIBILITY IN EASEMENTS, MUTUAL ACCESS

A. PUBLIC STREETS AND EASEMENTS

The undersigned owner dedicates to the Public for use the easements and street rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including the storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, cable television, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and rights-of-way for the uses and purposes of aforesaid, and 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 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 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; PROVIDING FURTHER, HOWEVER, that upon the approval of the City of Broken Arrow, the Owner hereby reserves the right to construct, maintain, repair and replace fences, roadways, private streets, landscaping, parking, driveways and sprinkling systems within those portions of the utility and access easements as depicted on the plat.

B. ELECTRIC SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE

In connection with the installation of underground electric, telephone and cable television services, all of the lots are subject to the following:

(a) Overhead pole lines for the supply of electric, telephone and cable television service may be located in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways and streets.

(b) Electric, telephone and cable television service may be underground service cables to all buildings, provided that upon the installation of such a service cable to a particular building, the supplier of electrical, telephone or cable television service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the pole, service pedestal or transformer to the service entrance on said building. The owner of each lot may grant additional easement as needed for electric, telephone or cable television service.

(c) The supplier of electric, telephone and cable television service, through their proper agents and employees shall at all times have the right of access to all such easement ways shown on the plat, or provided for in this dedication for the purposes of installing, removing, or replacing any portion of said underground electric, telephone or cable television facilities so installed by it.

(d) The owner shall be responsible for the protection of the underground service facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with any utility or its facilities. The Company will be responsible for ordinary maintenance of underground electric, telephone and cable television facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or its agents or contractors.

(e) The foregoing covenants concerning underground electric, telephone and cable television facilities shall be enforceable by the supplier of electric, telephone, and cable television service, and the owner of each lot agrees to be bound thereby.

SECTION II. LIMITS OF NO ACCESS, OWNER RESPONSIBILITY WITHIN EASEMENTS

C. LIMITS OF NO ACCESS

The undersigned owner hereby relinquishes any and all rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA). This provision can be released, changed or altered by the Broken Arrow Planning Commission or its successors, with the concurring approval of the City Engineer, or as otherwise provided by law.

D. OWNER RESPONSIBILITY WITHIN EASEMENTS

The Owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, telephone or cable television service.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

BLUE BELL was processed as Planned Unit Development No. 67 pursuant to Article VII of the Zoning Ordinance No. 1560 of the City of Broken Arrow, Oklahoma, as the same existed on Oct. 25, 1990, the date of the approval of the Planned Unit Development No. 67 by the Broken Arrow Planning Commission, and as the same existed on Nov. 19, 1990, the date on which the Planned Unit Development No. 67 was approved by the Broken Arrow City Council.

NOW THEREFORE, for the purpose of providing the orderly development of Planned Unit Development No. 67 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 BLUE BELL Addition and by the City of Broken Arrow, Oklahoma

Within BLUE BELL Addition, the following development standards and restrictions shall apply:

1. 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 Nov. 19, 1990, and customary accessory uses thereto, except as modified by P.U.D. NO. 67.
2. Floor Area Ratio. The maximum aggregate floor area ratio of all buildings constructed within BLUE BELL shall not exceed Twenty-three percent (23%).

3. Building Height. The maximum building height shall be 50 feet, except for the accessory "silo" storage structures, which shall be a maximum height of 65 feet.

4. Building Setbacks. The minimum building setbacks shall be 100 feet from Highway 51 right-of-way, 50 feet from the North property line and the Southeast property line, and 30 feet from the East property line as shown on the plat.

5. Off-street parking. Off-street shall be provided as required by the "I-1" Zoning Classification of 1 space for every 300 square feet of floor area for the office and visitors center. Off-street parking for all other buildings will be provided at the ratio of 1 space for every employee.

6. Landscaping. Internal landscaped open space of not less than 10% of the net area of BLUE BELL shall be provided and maintained by the owner in conformance with the Broken Arrow Zoning Code.

7. Sign Standards. All signs within the Addition shall comply with the Broken Arrow Zoning Ordinances, and shall be submitted with to the Broken Arrow Planning Commission for approval with the site plan review. One monument-type ground sign shall be permitted at each arterial street entry, on the property and outside any easement or dedicated street right-of-way. The monument signs shall not exceed 4 feet in height. Wall signs shall not exceed the Sign Code allowable surface area per lineal foot of building wall to which attached. Internal directional signs, if visible from outside or the streets, should have a height limit of 4 ft.

8. Lighting. Light standards 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.

9. All trash collection areas at the BLUE BELL facility shall be screened from public view.

10. No building permit shall be issued for any building within BLUE BELL Addition 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 and in the text of Planned Unit Development No. 67.

SECTION IV. TERM, AMENDMENT, ENFORCEMENT AND SEVERABILITY

A. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the Owner, their successors, grantees and assigns, by the beneficiaries of the covenants set forth in Sections I and II hereof with respect to such covenants only, and by the City of Broken Arrow, Oklahoma, for a period of 25 years from the date hereof, at which time such covenants and restrictions shall automatically be extended for successive periods of ten (10) years. This declaration may be amended at any time with the approval of the City of Broken Arrow by an instrument signed by owners of the BLUE BELL, provided that nothing herein contained shall be construed, either expressly or impliedly, as prohibiting, limiting or restricting the right of any of the Owners OF BLUE BELL, from applying for and obtaining at any time hereafter an amendment to Planned Unit Development No. 67, or applying for the rezoning of BLUE BELL Addition.

B. In the event the Owner or any of their successors, grantees, lessees, or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a lot or parcel within BLUE BELL Addition, the beneficiaries of the covenants as set forth in Sections I and II hereof with respect to such covenants only, or in the City of Broken Arrow, Oklahoma, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent or to recover damages for the violation thereof.

C. 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 of any part hereof as set forth herein, which shall remain in full force and effect.

WITNESS our hands this 11th day of February, 1991.

BLUE BELL CREAMERIES, INC.

ATTEST: (S E A L)

Paul W. Kruse
Paul W. Kruse, Secretary

Howard W. Kruse
Howard W. Kruse, President

STATE OF TEXAS)
)SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 12th day of February 1991, by Howard W. Kruse, President, BLUE BELL CREAMERIES, INC., a Texas Corporation, on behalf of said Corporation.

IN WITNESS WHEREOF, I have set my hand and seal the day and year last written above.
My Commission expires: 3-18-94

Keith Parks
Notary Public

CERTIFICATE

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 designated herein as "BLUE BELL", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, is a true and correct representation of said survey.

WITNESS my hand and seal this 11th day of Feb., 1991.

HAMMOND ENGINEERING CO.
Phillip G. Smith
Phillip Smith
Registered Land Surveyor #209 (Okla.)

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State on this 11th day of Feb., 1991, 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.

IN WITNESS WHEREOF, I have set my hand and seal, the day and year last written above.
My Commission expires: March 21, 1992

Cheryl Smith
Notary Public

APPROVED 12/17/90 by the City Council of the City of Broken Arrow, Oklahoma.
Opus C. Reynolds / sj
City Clerk

I, the undersigned, the City qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that the above described land is within the limits of the above description as plat.