

Deed of Dedication and Declaration of Restrictive Covenants

BOL ADDITION

KNOW ALL MEN BY THESE PRESENTS:

Irish Properties, LLC hereinafter referred to as the "Owner/Developer", are the owners of the following described land in the City of Broken Arrow, Wagoner County, State of Oklahoma, to-wit:

A REPLAT OF LOTS 10 AND 11, BLOCK 2, PRAIRIE DALE ADDITION BEING A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SE/4 OF SECTION 21, T-18-N, R-15-E THENCE S 00°10'50" W ALONG THE EAST LINE OF THE SE/4 A DISTANCE OF 1,660.00 FEET; THENCE N 89°38'10" W A DISTANCE OF 24.75 FEET TO THE POINT OF BEGINNING, ALSO BEING DESCRIBED AS THE NORTHEAST CORNER OF SAID LOT 10; THENCE S 00°10'50" W ALONG THE EAST LINE OF PRAIRIE DALE ADDITION AND PARALLEL TO THE EAST LINE OF SAID SECTION 21 A DISTANCE OF 341.19 FEET; THENCE N 66°52'08" W A DISTANCE OF 388.77 FEET TO A POINT THAT IS THE SOUTHWEST CORNER OF SAID LOT 11; THENCE N 00°13'31" E A DISTANCE OF 190.39 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE S 89°41'32" E A DISTANCE OF 357.85 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 95,139 S.F. OR 2.184 ACRES±.

And have caused the above described tract of land to be surveyed, staked, and platted in conformity with the accompanying plat, and has designated the subdivision as "BOL ADDITION", a Subdivision in the City of Broken Arrow, Wagoner County, Oklahoma (hereinafter referred to as "BOL ADDITION" or the "Subdivision").

SECTION I. EASEMENTS AND UTILITIES

A. Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat 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/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 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/Developer herein imposes a restrictive covenant, which covenant shall be binding on each 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. Underground Service

- 1. Overhead poles may be located along the 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 does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.
2. All supply lines in the Subdivision except those mentioned in paragraph 1 above, including electric, telephone, and cable television and gas lines shall be located underground in the easements reserved for general utility services 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.
3. Underground service cables and gas service lines to all structures which may be located on all lots 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 each 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.
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 reserves the perpetual right, privilege and authority: to cut down, trim, or treat any trees and undergrowth on said easement.
5. The owner of each lot in the Subdivision 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 of each lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing Covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, and cable television or gas services.

C. Water and Sanitary Sewer Services

- 1. The owner of the lot shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on his lot.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains or storm sewers shall be prohibited.
3. Wagoner County Rural Water District No. 4, Oklahoma, or its successors, shall be responsible for the ordinary maintenance of public water mains and sanitary sewer mains, but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot, his agents or contractors.
4. Wagoner County Rural Water District No. 4, Oklahoma, or its successors, shall at all times have the right of access to all easements 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 sanitary sewer facilities.
5. Where waterlines fall within a utility easement, that portion of the utility easement is for the use of Wagoner County Rural Water District No. 4, Oklahoma, or its successors. The easements dedicated herein for purpose of providing potable water are dedicated to Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4. Providers of utilities other than potable water may use said easements for the purpose installing and maintaining their own utilities.
6. The foregoing covenants set forth in this Paragraph C. shall be enforceable by the Wagoner County Rural Water District No. 4, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

D. Storm Sewer Services

- 1. The owner of the lot shall be responsible for the protection of the storm sewers located on his lot.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 1 foot from the contours existing upon the completion of the installation of a storm sewer, or any construction activity which would interfere with public storm sewers shall be prohibited.
3. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for the ordinary maintenance of public storm sewers, but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of his lot, his agents or contractors.
4. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easements 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 sewer facilities.
5. The foregoing covenants set forth in this Paragraph D. shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

E. Gas Service

- 1. The owner of the lot shall be responsible for the protection of gas facilities located on his lot.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of one foot from the contours existing upon the completion of the installation of a gas main or any construction activity which would interfere with a gas main shall be prohibited.
3. The supplier of gas service shall be responsible for ordinary maintenance of gas 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.
4. The supplier of gas service shall at all times have right of access to all easements 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 gas facilities.
5. Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.
6. The foregoing covenants set forth in this Paragraph E shall be enforceable by the supplier of gas service and the owner of the lot agrees to be bound hereby.

F. Surface Drainage

Each lot 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. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across any lot. The foregoing covenants set forth in this Paragraph F shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

G. Paving and Landscaping Within Easements

The owner of the land affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation 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, Wagoner County Rural Water District No. 4, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

H. Stormwater Detention Easement

- 1. The owner/developer does hereby dedicate to the City of Broken Arrow, Oklahoma for Public Use (Subject to Easements of Record) a perpetual easement on, over, and across the property designated and shown on the accompanying plat as Detention Easement (hereinafter referred to as the "Detention Easement Area") for the purpose of permitting the flow, conveyance, retention, detention and discharge of stormwater runoff from the lot within "BOL ADDITION" and from properties not included within "BOL ADDITION".
2. Detention, retention, and other drainage facilities constructed within the detention easement area shall be in accordance with the standards and specifications approved by the City of Broken Arrow, Oklahoma.
3. No fence, wall, building, or other obstruction may be placed or maintained in the detention easement area nor shall there be any alteration of the grades or contours in such easement area unless approved by the Broken Arrow Stormwater Manager
4. Detention, retention, and other drainage facilities shall be maintained by the owner of lot 1 to the extent necessary to achieve the intended drainage, retention, and detention functions including repair of appurtenances and removal of obstructions and siltation and the owner of lot 1 shall provide customary grounds maintenance within the detention easement area in accordance with the following standards:
A. Grass areas shall be mowed (in season at regular intervals not exceeding four weeks)
B. Concrete appurtenances shall be maintained in good condition and replaced if damaged.
C. The detention easement area shall be kept free of debris.
D. Cleaning of siltation and vegetation from concrete channel shall be performed twice yearly.
5. Landscaping approved by the City of Broken Arrow shall be allowed within detention easement.
6. The Stormwater Detention Easement areas and facilities located within a lot shall be maintained by the owner of the lot upon which the detention easement is located at his cost in accordance with standards prescribed by the City of Broken Arrow, Oklahoma. In the event the owner of lot 1 should fail to properly maintain the detention, retention, and other drainage facilities or, in the event of the placement of an obstruction within, or the alteration of the grade or contour within the detention easement area, the City of Broken Arrow, Oklahoma, or its designated contractor may enter and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of lot 1. In the event the owner of lot 1 fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the lot within "BOL ADDITION". A lien established as above provided 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 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. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section I, the supplier of utility service or the City of Broken Arrow, Oklahoma may bring an 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.

B. Duration

These restrictions and covenants, 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 than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

The covenants contained in Section I, Easements & Utilities may be amended or terminated at any time by written instrument signed and acknowledged by the owner of a lot and by the Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. No amendment that causes utility easement to be vacated is valid until the Owner obtains an appropriate ruling from the district court of Tulsa County, Oklahoma or the written consent of all utility users.

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, Irish Properties, LLC, has executed this instrument this 22 day of March 2010.

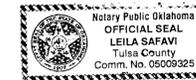
Irish Properties, LLC

By: Thomas A. Biolchini, Manager

State of Oklahoma } ss.
County of Tulsa }

This instrument was acknowledged before me on this 22 day of March 2010, by Thomas A. Biolchini, as Manager, of Irish Properties, LLC.

Notary public My commission expires: 10/09/12



Certificate of Survey

I, Tom A. Haynes, a licensed professional land surveyor 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 BOL ADDITION, a Subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the practice of land surveying.

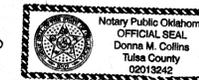
Tom A. Haynes Licensed Professional Land Surveyor Oklahoma No. 1052



State of Oklahoma } ss.
County of Tulsa }

The foregoing Certificate of Survey was acknowledged before me on this 19th day of March 2010, by Tom Haynes.

Notary Public My commission expires: 8/12/2010



CERTIFICATE OF WAGONER COUNTY CLERK

I, Carolyn Kusler, The County Clerk of Wagoner County, do here now state the subdivision called BOL ADDITION has been filed into Wagoner County Records.

Carolyn Kusler, Wagoner County Clerk



I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 2009 tax rolls the taxes on the above description are paid.

Gloria Marshall, County Treasurer

Gloria Marshall, Deputy



APPROVED 9-2-08 by the City Council of the City of Broken Arrow, Oklahoma.

Mayor

Attest: City Clerk 3-21-10