

DEED OF DEDICATION
WAGONER INDUSTRIAL PARK

A Resubdivision of Blocks 548, 549, 574, 575, 576, 605, 606, 607, and a part of Blocks 518, 519 and 520 and including the vacated streets and alleys adjacent thereto, City of Wagoner, Wagoner County, State of Oklahoma, according to the recorded plat thereof.

KNOW ALL MEN BY THESE PRESENTS: The Wagoner Industrial Development Authority, a Public Trust, does hereby certify that it is the sole owner having any right, title or interest in the land shown on the annexed Plat of "Wagoner Industrial Park" legally described as follows:

A tract of land in the City of Wagoner, Wagoner County, State of Oklahoma, more particularly described by metes and bounds as follows: Beginning at the Southeast corner of said Block 607; THENCE North 00°04'04" West a distance of 656.38 feet along the East line of said Blocks 607 and 574; THENCE North 36°02'42" West a distance of 804.80 feet along the Westerly right-of-way of the Kansas and Arkansas Railway; THENCE North 86°44'00" West a distance of 504.50 feet along the North line of Lots 2, 3, and 4 of said Block 518 and Lot 4 of said Block 519; THENCE along a curve to the left having a radius of 548.00 feet, a central angle of 15°42'44", an arc length of 150.28 feet, and a chord which bears South 55°51'41" West along the Missouri Pacific Railroad right-of-way per Book 237, Page 288; THENCE South 42°09'40" West a distance of 127.41 feet across Jackson Avenue; THENCE along a curve to the left having a radius of 547.96 feet, a central angle of 17°45'57", an arc length of 169.91 feet and a chord which bears South 26°58'36" West along the Missouri Pacific Railroad right-of-way per Book 237, Page 288; THENCE South 06°23'16" East a distance of 946.25 feet along the Easterly right-of-way of Missouri, Kansas and Texas Railway, THENCE South 86°44'00" East a distance of 1160.91 feet to the point of beginning.

and have caused the above described land to be surveyed, staked, platted and subdivided into lots blocks and streets, and have designated the same as Wagoner Industrial Park, an addition in the City of Wagoner, Wagoner County, State of Oklahoma

SECTION 1. STREETS AND UTILITIES

A. Streets and Utility Easements

The owner does hereby dedicate for the public use the streets and easements designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all streets, public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines, and transformers, gas lines and water 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 into and upon said utility easements and right-of-way for the uses and purposes aforesaid, PROVIDED, HOWEVER, the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines together with the right of ingress and egress and for such construction, maintenance, operation, laying and relaying over, across and along the public streets, alleys and utility easements.

B. Electric and Communication Service

a. Overhead pole lines for the supply of electric service and communication service cable 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 of secondary voltages, may also be located in said easement-ways and streets.

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

c. The supplier of electric and communication service, through the proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for the Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said electric and communication facilities so installed by it.

d. The owner of each lot shall be responsible for protection of the underground electric and communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with the electric and communication facilities. The Company will be responsible for ordinary maintenance of underground electric and communication facilities, but the owner will pay for damages or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

e. The foregoing covenants concerning electric and communication facilities shall be enforceable by the supplier of electric and communication facilities and service, and the owner of each lot agrees to be bound thereby.

SECTION 2. RESTRICTIONS

WHEREAS, the owner desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the owner, its successors and assigns;

THEREFORE, the owner does hereby impose the following restrictions and covenants which shall run with the land, and shall be binding upon the owner, its successors and assigns:

A. Architectural Control

1. No building, fence or wall shall be erected, placed or altered on any lot in the subdivision until the building plans and specifications, drainage and grading plans, exterior color scheme and material thereof, and plot plan, which plot plan shows the location, facing of such building, access and signage have been approved in writing by the Wagoner Industrial Development Authority or its successor. In the event the Wagoner Industrial Development Authority fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plan submitted to it as herein required within forty-five (45) days after submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

2. The Wagoner Industrial Development Authority will not be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by the declaration by reason of mistake or judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications, and an approval of plans and specifications shall not constitute a warranty or responsibility for building methods, materials, structural design, grading or drainage or code violations.

3. The Wagoner Industrial Development Authority shall have the power to grant a modification of any restrictive covenants upon the finding that the purpose of the covenants can be achieved without necessity of strict adherence to the covenants or, in the alternative, that the purpose of the covenants cannot be achieved in the particular instance and the strict application of the covenants would constitute an unnecessary burden.

B. Restrictions

- 1. All concrete or cinder block masonry shall be properly painted or colorcoated so as to give a finished appearance. Exposed (unfinished) concrete or cinder block is prohibited.
- 2. No part of the area in front of the building set back lines of any tract shall be used for outside storage. All outside storage shall be fenced and screened from view from the street.
- 3. All on site trash receptacles shall be screened from public view, under no circumstances shall trash receptacles be allowed in the areas between the street surfacing and building line.
- 4. No fences shall be installed in front of the building lines of any lot.

C. Enforcement, Duration, Amendment and Severability

1. 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. These covenants shall inure to the benefit of all owners of lots within the subdivision. If the undersigned owner or its successors or assigns shall violate any of the covenants herein it shall be lawful for any person or persons owning any lot situated within the subdivision to maintain any action of law or in equity against the person or persons violating or attempting to violate any such covenants, to prevent him or them from doing or to compel compliance with the covenants or to recover damages for such violations.

2. Duration. These restrictions shall remain in full force and effect for ten (10) years from the date hereof and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as hereinafter provided.

3. Amendment. The covenants herein established may be amended, modified, changed or canceled only by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, and the provisions of such instrument shall be binding from and after the date it is properly recorded.

4. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement 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.

IN WITNESS WHEREOF, the WAGONER INDUSTRIAL DEVELOPMENT AUTHORITY, a Public Trust, has executed this instrument this 26th day of February, 1996.

WAGONER INDUSTRIAL DEVELOPMENT AUTHORITY
An Oklahoma Public Trust

Attest:

John D. Sleeper
Chairman

Shirley M. Quast
Secretary

STATE OF OKLAHOMA }
COUNTY OF WAGONER } ss.

On this 26th day of February, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John D. Sleeper, Chairman of the Board of Trustees of the Wagoner Industrial Development Authority, an Oklahoma Public Trust created pursuant to 60 O.S.S. 176 et seq., to me known to be the identical person who executed the within and foregoing instrument as Chairman of the Board of Trustees and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of said Public Trust, for the uses and purposes therein set forth.

My Commission Expires: 9-27-99

Lisa Sooter
Notary Public

SURVEYORS CERTIFICATE

I, the undersigned Registered Professional Land Surveyor, under the laws of the State of Oklahoma, hereby certify that I have supervised the careful and accurate surveying, staking and platting of the tract of land described above into Lots and Blocks and that the attached Plat, designated as "WAGONER INDUSTRIAL PARK" an addition in the City of Wagoner, Wagoner County, State of Oklahoma is a true representation of said survey.

Dated this 12 day FEBRUARY, 1996

R. Edgar Nickle
R. Edgar Nickle
Registered Professional Land Surveyor
Oklahoma No. 105

STATE OF OKLAHOMA }
COUNTY OF WAGONER } ss.

Before me the undersigned, A Notary Public, in and for said County and State, on this 12 day of FEBRUARY 1996, personally appeared R. Edgar Nickle 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: Dec 13 1997

Notary Public

COUNTY TREASURER'S CERTIFICATE

Mary Ann Ladden, Treasurer, do hereby certify that I am the duly elected qualified, and acting County Treasurer of Wagoner County, State of Oklahoma; that the tax records of said county show all taxes are paid for the year 1995 and prior years on the land shown on the annexed plat of "Wagoner Industrial Park" in Wagoner County, Oklahoma; that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of the current years taxes.

In witness whereof, said County Treasurer has caused the instrument to be executed at Wagoner, Oklahoma, on this 26th day of February, 1996.

Mary Ann Ladden
County Treasurer
Wagoner County, Oklahoma

CITY CLERK'S CERTIFICATE

Linda K. Gaylor, City Clerk of the City of Wagoner, State of Oklahoma, hereby certify that I have examined the records of the said City and find that all deferred payments or unmatured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land as shown on the annexed plat of "Wagoner Industrial Park".

Except on this 26th day of February, 1996.

Linda K. Gaylor
City Clerk
Wagoner, Oklahoma

PLANNING COMMISSION APPROVAL

Brenda Robertson, Chairman/ Secretary of the Wagoner Metropolitan Area Planning Commission, hereby certify that the said Commission duly approved the annexed map of "Wagoner Industrial Park".

on the 26th day of February, 1996.

Brenda Robertson
Chairman/ Secretary

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be It Resolved by the Council of the City of Wagoner, Oklahoma that the dedications shown on the attached plat of "Wagoner Industrial Park" are hereby accepted.

Adopted by the Council of the City of Wagoner, Oklahoma this 5th day of February, 1996.

Approved by the Mayor of the City of Wagoner, Oklahoma this 5th day of February, 1996.

ATTEST:
Linda K. Gaylor
City Clerk
Wagoner, Oklahoma

Mayor