

DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE COVENANTS  
COWETA CROSSING SOUTH45  
PUD-R 13-02

KNOW ALL MEN BY THESE PRESENTS:  
WHEREAS, "TUT ENTERPRISES, LLC," an Oklahoma Limited Liability Company is the owner in fee simple to the following described property in the City of Coweta, Wagoner County, Oklahoma, to-wit:

A tract of land situated in Section 35, T-18-N, R-15-E, of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the United States Government survey thereof, being more particularly described as follows, to-wit:

Commencing at the Northeast corner of the Northeast Quarter (NE/4) of said Section 35; thence with an assumed bearing of S 01°19'24"E and along the East line of Section 35 for 656.00 feet; thence S 88°49'23"W for 790.00 feet; thence N 01°19'24"E for 495.00 feet to a point on the north line of Section 35; thence S 88°49'23"W along the north line of said Section 35 for 158.48 feet; thence S 00°26'21"E for 721.88 feet; thence S 45°48'58"W for 341.89 feet to a point on the East Right of Way line of State Highway 51 for 100.00 feet; thence S 89°07'12"W for 344.70 feet; thence N 83°59'17"W for 100.00 feet; thence S 29°47'51"E and along said East Right of Way line of State Highway 51, thence thence N 89°42'23"E for 248.00 feet to the point of beginning.....thence S 29°47'51"E and S 89°42'23"E for 248.00 feet to a point on the East Right of Way line of State Highway 51; thence S 29°47'51"E and along the East Right of Way line of State Highway 51 for 402.00 feet; thence S 29°47'51"E and along the East Right of Way line of State Highway 51 for 1061.49 feet; thence N 88°47'08"E for 450.00 feet; thence S 29°47'51"E for 33.00 feet to a point on the South line of the Northeast Quarter (NE/4) of said Section 35; thence N 88°47'08"E along the South line of said NE/4 for 522.29 feet to the Southeast Corner of said Northeast Quarter (NE/4); thence N 01°19'24"E and along the East line of said Section 35, also being the West line of Section 36, for 1572.49 feet; thence S 88°48'23"W for 1578.33 feet to the point of beginning and containing 45.245 acres more or less.

"TUT ENTERPRISES, LLC," shall be referred to in the Deed of Dedication as the "OWNER" and has caused the above described land to be surveyed, staked, platted, and subdivided into lots, blocks, and streets, in conformity with the accompanying plat and has designated the same as "COWETA CROSSING SOUTH45", an Addition to the City of Coweta, Wagoner County, Oklahoma (hereinafter sometimes referred to as the "Subdivision"). I hereby dedicate to the City of Coweta, its successors and assigns, all easements and rights-of-way as shown on this plat and do hereby guarantee clear title to all land hereon dedicated for the purpose of providing an orderly development of the entire tract.

SECTION 1. PUBLIC COVENANTS

A. EASEMENTS, UTILITIES AND STREETS  
The Owner hereby dedicates to the public use the utility easements designated as "1/2\" or "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public 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, manholes 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 stated, provided that the Owner reserves the right to construct, maintain, operate, lay and repair or replace water lines and sewer lines within the property owned by the particular owner, together with the right of ingress and egress for such construction, maintenance, operation, laying, repairing and re-laying over, across and along all of the utility easements depicted on the plat. The Owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Coweta, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted ground obstruction that interferes with stated uses and purposes of the utility herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences which do not constitute an obstruction.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE  
1. The owner of any lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on the owners lot.  
2. Within utility easements, waterline, sanitary sewer and drainage easements depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main, or any construction activity which, in the judgment of the City of Coweta, would interfere with public water mains, sanitary sewer mains, shall be prohibited.

3. The City of Coweta, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water systems, sanitary sewer mains, plot or as otherwise provided for in this deed of dedication for the purpose caused or necessitated by acts of the owners, or the owners agents and/or contractors. Storm sewers and drainage will be privately maintained.  
4. The City of Coweta, Oklahoma, or its successors, shall at all times have right of access to all utility easements, waterline, sanitary sewer and drainage 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. The covenants set forth in this subsection shall be enforceable by the Owner, or its successors, and the owners of each lot, and the owners of each lot agree to be bound by these covenants.

C. PAVING AND LANDSCAPING WITHIN EASEMENTS  
The owner of any lot depicted on the accompanying plat shall be responsible for the repair of damage to landscaping and paving occasioned by installation or necessary maintenance of underground water, sanitary sewer, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat, provided the City of Coweta, Oklahoma, or its successors, or the supplier of the utility service, shall use reasonable care in the performance of such activities.

J. ROOF DRAIN REQUIREMENTS  
The Owner hereby imposes a restrictive covenant, which covenant shall be binding on each affected lot owner and shall be enforceable by the Owner and each lot owner, that buildings constructed on all lots, shall each have roof drains designed and constructed to discharge stormwater runoff to the adjacent street or parking lot.

D. BUILDING PERMIT AND RESTRICTIONS  
No Building Permit for a building within the Subdivision shall be issued by the City until construction of the required infrastructure (streets, water and sewer and storm sewer systems) serving the Subdivision has been completed and accepted by the City. Notwithstanding the foregoing, the City may authorize the phasing of the construction of infrastructure within the Subdivision. A Building Permit, for a building within an authorized phase may be issued upon the completion and acceptance of the infrastructure serving the particular phase. The City's acceptance shall be evidenced by a document executed by the Mayor of the City of Coweta (the "City's Acceptance of Infrastructure") and filed in the records of the Wagoner County Clerk.

E. STREET AND EASEMENT DEDICATIONS  
The dedication of utility easements, other easements to the public, contained in this Section 1, shall not take effect until a separate instrument titled "Formal Acceptance" or a similar instrument, formally accepting the dedications and infrastructure is recorded by the City of Coweta on behalf of public in the land records of the Wagoner County Clerk's office. However, the rights and uses outlined electric, gas, telephone and communication, cable, etc., exclusive of those dedicated to the City of Coweta or the public, shall be in effect to allow access for surveying, excavating, construction, operating, and maintaining such facilities until the City's formal acceptance and these rights and uses are subsumed by dedication to the public and acceptance by the city.

F. SANITARY SEWER EASEMENTS  
The Owners do hereby dedicate to the public perpetual easements on, over and across those areas depicted on the accompanying plat as "Sanitary Sewer Easement" for the purposes of constructing, maintaining, operating, repairing, replacing, and/or removing sanitary sewer lines together with all fittings including pipes, manholes and telephones and equipment and other appurtenances thereto together with rights of ingress and egress to and upon the easements for the uses and purposes stated.

G. UTILITY SERVICE  
1. Overhead lines for the supply of electric, telephone and cable television services may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by overhead line 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 as depicted on the accompanying plat. Service pedestals and transformers, utility easements.  
2. 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 service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definite, permanent, effective 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 service, through its agents and employees, shall at all times have the 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 facilities installed by the supplier of the utility service.  
4. The Owners of any lot shall be responsible for the protection of the underground service facilities located on the Owners lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. Each supplier of these services shall be responsible for ordinary maintenance of underground facilities, but the owners of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or the Owner's agents or contractors.

H. GAS SERVICE  
1. The supplier of gas service through its agents and employees shall at all times have the right of access to all utility easements shown on the plat or as otherwise provided for in this deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.  
2. The Owners of any lot shall be responsible for the protection of the underground gas facilities located within the lot 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 ordinary maintenance of its facilities, but the owners shall pay for damage or relocation of facilities caused or necessitated by acts of the owner of the lot or its agents or contractors.  
3. The covenants set forth in this subsection shall be enforceable by the supplier of the gas service and the owner of the lot agree to be bound by these covenants.

I. SURFACE DRAINAGE  
Each lot shall receive and drain, in an unobstructed manner, the stormwater from lots and drainage areas of higher elevation. 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 the owners affected lot owner. The covenants set forth in this subsection shall be enforceable by any lot owner.  
J. ROOF DRAIN REQUIREMENTS  
The Owner hereby imposes a restrictive covenant, which covenant shall be binding on each affected lot owner and shall be enforceable by the Owner and each lot owner, that buildings constructed on all lots, shall each have roof drains designed and constructed to discharge stormwater runoff to the adjacent street or parking lot.

K. RESERVE "A" AND RESERVE "B"  
RESERVE "A" and RESERVE "B" will be used for storm water retention/detention and also may be used for open space or park space, and will be maintained by the property owners association, and every lot owner.

SECTION 2. PLANNED UNIT DEVELOPMENT (PUD-R 13-02)  
Usage of the following words shall having the following meanings, unless the context clearly requires otherwise: "City" shall mean the City of Coweta; "lot" shall mean a lot in the Subdivision; "lot owner" shall mean a lot owner in the Subdivision; "plat" shall mean the accompanying plat of the Subdivision; and "zoning code" shall mean the City of Coweta Zoning Code.  
The Planned Unit Development Restrictions are established for the mutual benefit of the Owners, their successors and assigns, and the City of Coweta, Oklahoma, for the purpose of providing an orderly development of the Subdivision and for maintaining conformity of the improvements therein, the following covenants and restrictions hereby are imposed upon the use and occupancy of the lots within the Subdivision.

DEVELOPMENT STANDARDS

A. DEVELOPMENT AREA A (RESTAURANT-RETAIL-ENTERTAINMENT-) Lot 1, Block 1 (OFFICE/WAREHOUSE USE)	
LAND AREA:	
Gross Land Area:	66,245 acres 2,885,632 square feet
Net Land Area:	57,51 acre 2,505,135 square feet

\* Subject to right-of-way, easement, and set back requirements.

Permitted Uses: (to be allowed by permit)  
Those permitted principal uses, permitted accessory uses and uses permitted by special exception in the C0 Zoning District, in accordance with Sections 1110, 1120 and 1130 in the Zoning Code. Provided, bars taverns, night clubs and adult entertainment establishments shall be prohibited, except that any restaurant or eating establishment constructed on the site shall be permitted to serve alcoholic beverages and have a separate bar area as part of the establishment, subject to compliance with State Law regulating the sale of alcoholic beverages.

Minimum Frontage (per lot)	N/A (No minimum lot width is required according to Sections 1180 of the Zoning Code.)
Maximum Building Floor Area (Using .75 FAR):	2,164,224 square feet
(The maximum FAR allowed in the C0 Zoning District is provided for Development Area A, consistent with Section 1170 of the Zoning Code.)	
Maximum Building Height:	Five Story
(One story height may vary depending on type of finish.)	75 ft
Minimum Building Setbacks	
From the west boundary (east right-of-way line for U.S. Highway 51)	35.0 feet
From the south boundary	25.0 feet
From the north boundary	25.0 feet
From the east boundary	15.0 feet

LANDSCAPED AREA AND SCREENING  
(1) All development and construction shall comply with Chapter 24 of the Zoning Code.  
(2) The landscaping concept is intended to achieve unity through out the Planned Unit Development as well as provide an attractive view of the project from surrounding streets and neighborhoods.  
(3) Open space along the east side of Development Area A may be utilized and included in open space, landscape area or detention areas. These areas may be subject to detail site plan requirements made by the Coweta City Council.

SIGNS  
(1) Signage shall comply with Chapter 18 of the Zoning Code, with the maximum surface area of a temporary or permanent sign size being 192 square feet.  
(2) No sign permits shall be issued for erection of a sign within the PUD until a detail sign plan for the property has been submitted to the City of Coweta official (who has authority to issue sign permits) and approved as being in compliance with the approved PUD development standards.  
(3) Each and every sign will be architecturally pleasing and well landscaped.

LIGHTING  
(1) Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs with movement shall be prohibited, except as may be permitted by the Coweta Zoning Code as part of the approved detail sign plan.  
(2) Lighting used to illuminate the development area shall be so arranged as to shield and direct the light away from adjacent residential areas and residential uses within the PUD. No light standard or building-mounted light shall exceed five stories in height.

TRASH, MECHANICAL AND EQUIPMENT AREAS  
(1) There shall be no storage of recyclable materials, trash or similar material outside a screened receptacle. All trash, mechanical and equipment areas, including building mounted, shall be screened from public view in such a manner that the areas cannot be seen from a public street.

TOPOGRAPHY, DRAINAGE AND UTILITIES  
(1) Drainage. All storm water drainage structures shall be installed and maintained in accordance with all applicable City of Coweta Ordinances and regulations.  
A Professional Engineer registered in the State of Oklahoma shall certify to the appropriate city official that all required stormwater drainage structures serving the Site have been installed in accordance with the approved plans, prior to issuance of an occupancy permit on that property.  
During construction on the property, the owner will provide adequate and reasonable erosion control, and after construction, they will provide and maintain vegetative, landscaped ground cover so that soil does not erode on or from the property.

(2) Utilities. Utilities are depicted on Exhibit E. Public water and sanitary electric to the entire site. Oklahoma Natural Gas (ONG) is the supplier of natural gas to the project.

ACCESS, CIRCULATION AND PARKING  
Access, traffic circulation and parking areas depicted on Exhibit F. Some of the drives and parking areas within the PUD may be privately owned and maintained. Public Streets through Development Area B will be publicly owned and maintained. Mutual access between and across individual properties and mutual parking privileges within the PUD shall be provided by a mutual access agreement to be recorded in office of the Wagoner County Clerk by the Owner/Developer.  
Pedestrian access and circulation shall be depicted on the detailed site plan drawing and/or landscaped plan required by the City of Coweta. As stated above, all mutual access drives in the PUD may be private drives, which shall be constructed in accordance with all applicable City of Coweta codes, regulations and standards.

RESTRICTIVE COVENANTS- ENFORCEMENT  
If portions of the Site are platted, Restrictive covenants will be adopted and recorded for that PUD portion as platted. Owners of the respective platted parcels and or buildings in the PUD will be required by the covenants to keep and maintain the parcels and improvements in a clean and professional manner (the "Maintenance Covenant"). The Maintenance Covenant will be enforced by the owner or a property owners association for each platted parcel or building in the PUD.

PERMIT PREREQUISITES  
No zoning clearance permit shall be issued until a detail site plan, including all buildings, parking, drives, walkways, and landscape areas, is submitted to the Coweta City Planner and approved as being in compliance with PUD development standards and all other applicable standards of the City of Coweta.

SCHEDULE OF DEVELOPMENT  
Development will commence upon the approval of the PUD by the appropriate governmental bodies. The proposed development schedule is as follows:

Updated from the original PUD-R 13-02 as follows:	
1. Installation of site erosion control:	02-14-15
2. Begin site clearing and grubbing:	03-15-15
3. Begin CLOMR process:	01-15-15
4. CLOMR submitted to FEMA:	04-1-15
5. Clearing on Coweta 16:	3-15-15

SECTION 3. PRIVATE COVENANTS AND RESTRICTIONS  
A. Private Covenants and Restrictions Applicable to all Lots. The following standards shall apply to all lots of the Subdivision unless specifically modified or superseded by more specific provisions adopted by the Owners as hereinafter provided.  
1. Architectural Committee. The Owner may form an Architectural Committee (referred to in this document as the "Architectural Committee" or "Committee") for the Subdivision. If an Architectural Committee is not formed, "TUT ENTERPRISES LLC" shall perform all functions of the Architectural Committee. The Architectural Committee will:  
a. Review and approve all structures to be built on the lots in the Subdivision, and approve the site plan.  
b. Be responsible for interpreting all development and construction standards contained in this Deed of Dedication as applicable to the lots in the Subdivision.