

341-B

SILVA DEVELOPMENT WAREHOUSE

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That L.P. L.L.C.(hereinafter called the "OWNERS"), now the record owners of the following described real property situated in the County of Wagoner, State of Oklahoma, to-wit:

THE EAST 104 FEET OF THE SOUTH 416 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA, LESS AND EXCEPT EXISTING ROAD RIGHT-OF-WAY.

and have caused said real property to be surveyed, staked and platted as one lot and one block in conformity with the plat herewith and have caused the same to be named and designated "SILVA DEVELOPMENT WAREHOUSE", to the City of Broken Arrow, Wagoner County, Oklahoma.

Now, therefore, the undersigned Owner does hereby dedicate for public use the easements as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric power lines and transformers, cable television lines, gas lines and water lines, 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 right of ingress and egress to and upon said easements and rights-of-way for uses and purposes aforesaid. 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.

Now, therefore, the undersigned Owner, for the purpose of providing an orderly development of the real property above described, and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned Owner, its successors, grantees and assigns, does hereby impose the following restrictions and covenants which shall be covenants running with the land and creates the easements which shall be binding on it, its successors and assigns, and which shall be enforceable by the Owner of the above described properties and its successors in title.

SECTION I. EASEMENTS AND UTILITIES

1. In connection with the provision of water, storm sewer and sanitary sewer service, the lot is subject to the following provisions, to-wit:

(A) The Owner of the lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on the lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water mains and/or public sanitary sewer facilities. Said alteration of grade restrictions shall be limited to easement areas.

(B) The City of Broken Arrow or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the Owner will pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or his agents or contractors.

(C) The City of Broken Arrow or its successors through its proper agents and employees shall at all times have the right of access with their equipment to all such easements shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any facility within the easements of SILVA DEVELOPMENT WAREHOUSE.

(D) Pavement or landscape repair within utility easements as a result of repairs to water mains and public sanitary sewer facilities due to breaks or failures, shall be borne by the Owner of the lot.

(E) The lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No Owner shall construct nor permit to be constructed any fencing or other obstruction which would impair the drainage of storm and surface waters over and across said Owner's lot.

(F) Within drainage easements, no structure, planting or other material shall be placed in or permitted to remain which may change the direction of flow through drainage channels in the easements. No structure or fence shall be permitted on, through, or across those areas designated as drainage easements and the governmental regulatory authority with specific jurisdiction shall have the right to enforce this covenant along with the right to operate and maintain storm water facilities located within these easements.

(G) The foregoing covenants concerning water, storm sewer and sanitary sewer facilities shall be enforceable by the City of Broken Arrow or its successors, and the Owner of the lot agrees to be bound hereby.

2. In connection with the installation of underground gas, electric and communication services, the lot is subject to the following provisions, to-wit:

(A) Overhead lines for the supply of electric and communication services may be located along the east and south boundaries of said addition. Street light poles or standards will be served by underground cable and elsewhere throughout said addition all supply lines including electric, communication and gas lines shall be located underground 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.

(B) Except to buildings adjacent to the east property line as described in paragraph (A) above, which may be served from overhead electric service lines, all buildings will be served from underground electric, communication or gas service lines, underground service lines to all buildings which may be located on the lot in said addition 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 building as may be located upon the lot; provided that upon the installation of such a service cable or gas service line to a particular building, the supplier of gas, electric or communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line extending from the gas main, service pedestal or transformer to the service entrance on said building.

(C) The supplier of gas, electric or communication services through its proper agents and employees shall at all times have the right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground gas, electric or communication facilities installed by the supplier of the utility service.

(D) The Owner of the lot shall be responsible for the protection of the underground gas, electric or communication facilities located on his property, and shall prevent the alteration of grade or any construction activity which may interfere with said gas, electric or communication facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities but the Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or his agents or contractors.

(E) The foregoing covenants concerning underground gas, electric and communication facilities shall be enforceable by the supplier of gas, electric or communication service and the owner of the lot agrees to be bound thereby.

3. In connection with gas service, the lot is subject to the following provisions, to-wit:

(A) The supplier of gas service through its agents and employees shall at all times have the right of access to all such easements shown on the plat or as provided for in this certificate of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

(B) The Owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner, or its agents or contractors.

The foregoing covenants set forth in these paragraphs shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

4. In connection with paving and landscaping within easements, the lot is subject to the following provision, to-wit:

The Owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of or maintenance to the underground gas, electric or communication facilities within the easements depicted on the accompanying plat, provided however, that the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II. RESTRICTIVE COVENANTS

1. In the event that the existing one-story steel building lying within the eastern 17.5 feet is completely demolished, then the unconnected 17.5 foot utility easement along the eastern boundary will run along the full length of said eastern boundary.

IN WITNESS WHEREOF, L.P. L.L.C. has caused this Certificate of Dedication and Restrictive Covenants to be executed this 9 day of JUNE, 2003.

L.P. L.L.C.

By: Laurie Price, Manager  
Laurie Price, Manager

STATE OF Oklahoma }  
COUNTY OF LeFlore } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 9 day of June, 2003, personally appeared Laurie Price, to me known to be the identical person who subscribed her name as the maker thereof to the foregoing instrument as its Manager and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes set forth therein.

Given under my hand and seal of office the day and year last above written.

My Commission Expires Feb 7 2006

Catharine Barrios  
Notary Public

CERTIFICATE OF SURVEY

I, Winston D. Tallent, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that the above plat is a true and correct representation of the real estate and premises designated as "SILVA DEVELOPMENT WAREHOUSE", located in Wagoner County, State of Oklahoma.

WITNESS my hand and official Seal this 9th day of June, 2003.

Winston D. Tallent  
Winston D. Tallent, R.L.S.



STATE OF OKLAHOMA }  
COUNTY OF CREEK } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of June, 2003, personally appeared Winston D. Tallent, to me known to be the identical person who subscribed his name as the maker thereof to 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 set forth therein.

Given under my hand and seal of office the day and year last above written.

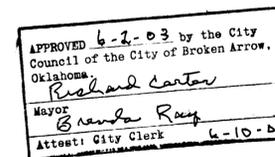
My Commission Expires: 9/26/03

Maria L. Barber  
Notary Public



I, the undersigned, the duly qualified county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 2003 tax rolls the taxes on the above description are paid.

Mary Sue Tedder, County Treasurer  
Sharon Marshall  
Deputy



SILVA DEVELOPMENT WAREHOUSE  
FINAL PLAT - SHEET 2 OF 2  
MAY 20, 2003

JERRY FIELDS  
COUNTY CLERK  
Jerry Fields