



# DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR TIMBER RIDGE BUSINESS PARK

KNOW ALL MEN BY THESE PRESENTS:

THAT JM Assets, LP, a Texas limited partnership, hereinafter referred to as the "Owner/Developer" is the owner of the following described real estate situated in the City of Broken Arrow, Wagoner County, State of Oklahoma, to wit:

A tract of land located in the W/2 of the NE/4 of Section 8, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the N/4 corner of Section 8, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof; Thence N 88°40'32"E along the north line of the NE/4 of Section 8, T-18-N, R-15-E a distance of 1,321.77 feet; Thence S 01°18'14"E along the east line of the W/2 of the NE/4 said Section 8 a distance of 50.00 feet to the "Point of Beginning";

Thence continuing S 01°18'14"E along the east line of said W/2 of the NE/4 a distance of 2,595.90 feet to the southeast corner of said W/2 of the NE/4;

Thence S 88°47'47"W along the south line of the NE/4 a distance of 1,320.36 feet to the southwest corner of the NE/4;

Thence N 01°20'04"W along the west line of the NE/4 a distance of 2,043.12 feet to the southwest corner of the tract described in the "General Warranty Deed" recorded in Book 1570, Page 543 and filed in the records of the Wagoner County Clerk's Office.

Thence N 33°20'31"E along the southeast line of the tract described in said "General Warranty Deed" a distance of 182.38 feet to the southwest corner of "Broken Arrow-WF Addition", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, filed as PLC5-422B in the records of the Wagoner County Clerk's office;

Thence N 88°40'32"E along the south line of said "Broken Arrow-WF Addition" a distance of 596.84 feet to the southeast corner of said "Broken Arrow-WF Addition";

Thence N 01°19'28"W along the east line of said "Broken Arrow-WF Addition" a distance of 150.00 feet;

Thence N 02°29'23"E continuing along said east line a distance of 150.33 feet;

Thence N 01°19'28"W continuing along said east line a distance of 65.00 feet;

Thence N 43°40'32"E continuing along said east line a distance of 49.50 feet to a point 50.00 feet south of as measured perpendicularly to the north line of the NE/4;

Thence N 88°40'32"E and parallel with the north line of the NE/4 a distance of 576.07 feet to the east line of the W/2 of the NE/4 and the "Point of Beginning".

Said tract contains 3,137,081 square feet or 72.0175 acres.

The non-astronomic bearings for said tract are based on an Oklahoma State Plane Coordinate System grid bearing of N 88°40'32"E along the north line of the NE/4 of Section 8, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Owner/Developer has caused the above described lands to be surveyed, staked, platted and subdivided into ten (10) lots and one (1) block in conformity with the accompanying plat, and has designated the subdivision as "TIMBER RIDGE BUSINESS PARK", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma.

## SECTION I. STREETS, EASEMENTS AND UTILITIES

### 1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the street as depicted on the accompanying plat; and does further dedicate for

public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", 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 re-laying over, across and along the public street and 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 the Owner/Developer 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 shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping or other similar improvements that do not constitute an obstruction.

### 1.2 Underground Service

1.2.1 Overhead poles may be located in the subdivision as necessary if located in utility easements. 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.

1.2.2 All supply lines in the subdivision including telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets 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.

1.2.3. 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.

1.2.4 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 reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 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, cable television or gas service.

### 1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer 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.

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easementways 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 sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

### 1.4 Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. The lot owner shall not 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 lot. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

### 1.5 Overland Drainage Easement

1.5.1 The Owner/Developer does hereby dedicate to the public perpetual easement on, over and across the area designated on the accompanying plat as "Overland Drainage Easement" for the purpose of permitting the overland flow, conveyance and discharge of stormwater runoff from various areas within the subdivision and from properties outside the subdivision.

1.5.2 Drainage facilities located within Overland Drainage Easements shall be constructed in accordance with the adopted standards of the City of Broken Arrow, Oklahoma, and plans and specifications approved by the Engineering and Construction Department.

1.5.3 No fence, wall, building or other obstruction shall be placed or maintained within an Overland Drainage Easement nor shall there be any alteration of the grade in the easement unless approved by the Engineering and Construction Department of the City of Broken Arrow, Oklahoma, provided that the planting of turf shall not require the approval of the Engineering and Construction Department of the City of Broken Arrow, Oklahoma.

1.5.4 The Overland Drainage Easement shall be maintained by the Owner/Developer at the Owner/Developer's expense in accordance with standards prescribed by the City of Broken Arrow, Oklahoma. In the event the Owner/Developer fails to properly maintain the easement located thereon or, in the event of the placement of an obstruction within such easement, or the alteration of grade therein, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the easement and perform maintenance necessary to achieve the intended drainage function and may remove any obstruction or correct any alteration of grade, and the costs shall be paid by the owner. In the event the owner fails to pay the cost of maintenance after receipt of a statement of costs from the City of Broken Arrow, Oklahoma, the City may file of record a copy of the statement of costs in the Land Records of the Wagoner County Clerk, and thereafter the costs shall be a lien against the lot. A lien established as provided above may be foreclosed by the City of Broken Arrow, Oklahoma.

### 1.6 Paving and Landscaping Within Easements

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 water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.

### 1.7 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East Kenosha Street within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, Oklahoma.

### 1.8 Mutual Access Easement

The Owner hereby grants and establishes a perpetual non-exclusive mutual access easement for the purposes of permitting vehicular and pedestrian passage to and from North 45<sup>th</sup> Place, over, and across such drive as may from time to time exist, to Reserve "A".

### 1.9 Mutual Access and Utility Easement

Mutual Access and Utility Easement shall be limited to use for a drive, mutual access, open space, landscaping, stormwater drainage collection and conveyance and utilities.

#### 1.9.1 Mutual Access Easement

The Owner/Developer herein grants and establishes a perpetual non-exclusive mutual access easement for the purposes of permitting vehicular and pedestrian passage as depicted on the Plat.

#### 1.9.2 Utility Easement

The Owner/Developer does dedicate for public use the utility easement as depicted on the accompanying plat as Mutual Access and 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 easement 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 re-laying over, across and along the Mutual Access and Utility Easement depicted on the plat, for the purpose of furnishing water and/or sewer services to Lots 5 and 6/Block 1. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the Mutual Access and Utility Easement depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping or other similar improvements that do not constitute an obstruction.

## SECTION II. RESERVE AREAS

### 2.1 Use of Land

#### 2.1.1 Reserve Area "A"

Reserve "A" shall be limited to use for open space and fencing (See "Section 3.4 Development Standards - Reserve 'A'" for additional requirements that affect Reserve 'A').

#### 2.1.2 Reserve Areas "B", "C" and "D"

Reserve Areas "B", "C" and "D" shall be limited to use for overland drainage, stormwater drainage, stormwater detention, utilities, open space and ingress and egress and is reserved for subsequent conveyance to the Property Owners' Association.

### 2.2 Reserve Area "A"

2.2.1 All costs and expenses associated with Reserve "A", including maintenance of various improvements will be the responsibility of the Owner/Developer.

2.2.2 In the event the Owner/Developer should fail to properly maintain Reserve Area "A" and facilities thereon located as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the reserve area and perform such maintenance, and the cost thereof shall be paid by the Owner/Developer.

2.2.3 In the event the Owner/Developer fails to pay the cost of said 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 Owner/Developer. This lien may be foreclosed by the City of Broken Arrow, Oklahoma.

### 2.3 Reserve Area "B"

2.3.1 The cost of maintenance and expenses of Reserve "B" shall be distributed among the owners of Lots 1, 2, 7, 8, 9 and 10 based on the percentage of square footage in the lot that drains to the detention ponds in the reserve area and shall be as follows:

Reserve "A"	9.1%
Lot 1	2.3%
Lot 2	25.1%
Lot 7	27.3%
Lot 8	9.2%
Lot 9	9.2%
Lot 10	17.8%

### 2.4 Reserve Area "C"

2.4.1 The cost of maintenance and expenses of Reserve "C" shall be distributed among the owners of Lots 3, 4, 5, and 6 based on the percentage of square footage in the lot that drains to the detention ponds in the reserve area and shall be as follows:

Lot 3	15.7%
Lot 4	14.9%
Lot 5	22.3%
Lot 6	47.1%

### 2.5 Reserve Area "D"

2.5.1 The cost of maintenance and expenses of Reserve "D" shall be distributed among the owners of Lots 2, 3, 4, and 5 based on the percentage of square footage in the lot that drains to the detention ponds in the reserve area and shall be as follows:

Lot 2	2.3%
Lot 3	16.7%
Lot 4	22.2%
Lot 5	58.8%

### 2.6 Reserves "B", "C" and "D"

2.6.1 All costs and expenses associated with Reserve "B", "C" and "D", including maintenance of various improvements will be the responsibility of the designated lot owners in Sections 2.3, 2.4 and 2.5 as stated herein.

2.6.2 In the event the lot owners should fail to properly maintain the Reserve Areas "B", "C" and "D" and facilities thereon located as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the Property Owners' Association.

2.6.3 In the event the Property Owners' Association fails to pay the cost of said 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 shall be a lien against the property owners association as owners of Reserves "B", "C" and "D". This lien may be foreclosed by the City of Broken Arrow, Oklahoma.