

DEED OF DEDICATION

WALLER COMMERCIAL PARK

AN ADDITION IN WAGONER COUNTY, STATE OF OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

THAT JOHNNY B. WALLER, JR., and JUDY A. WALLER, Husband and Wife, are the Owners of the following described real estate, viz:

A tract of land lying in the Northeast Quarter (NE/4) of Section 18, Township 18 North, Range 14 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U. S. Government Survey thereof, being more particularly described as follows: BEGINNING at the Northeast Corner of said Section 18; thence South 1°28'35" East along the East line of said Northeast Quarter (NE/4) of Section 18 a distance of 2,394.87 Feet to a point on the Northeastly right-of-way line of State Highway #51; thence South 46°17'10" East along said right-of-way line a distance of 98.61 Feet to a point; thence North 43°42'50" West continuing along said right-of-way line a distance of 490.00 Feet to a point; thence North 38°00'12" West continuing along said right-of-way line a distance of 100.50 Feet to a point; thence North 43°42'50" West continuing along said right-of-way line a distance of 250.00 Feet to a point; thence North 51°18'31" West continuing along said right-of-way line a distance of 151.33 Feet to a point; thence North 43°42'50" West continuing along said right-of-way line a distance of 1,424.31 Feet to a point; thence North 37°03'19" West continuing along said right-of-way line a distance of 630.02 Feet to a point on the North line of said Northeast Quarter (NE/4) of Section 18; thence North 88°51'01" East along the North line of said Northeast Quarter (NE/4) of Section 18 a distance of 2,088.20 Feet to the Point of Beginning, containing 66,0388 Acres, more or less.

THAT we have caused the same to be surveyed, staked and platted into lots, blocks and streets; have caused the same to be named and designated as WALLER COMMERCIAL PARK, an Addition in Wagoner County, State of Oklahoma, according to the Recorded Plat thereof; that we hereby dedicate for public use wherever the streets and avenues are shown on the above Plat, and do hereby guarantee clear title to all land so dedicated, and for the purpose of providing an orderly development of the entire tract; and for the purpose of providing adequate Restrictive Covenants for the mutual benefit of ourselves and our successors in title to the subdivision of said tract, hereinafter referred to as lots, do hereby impose the following restrictions and create the following easements to which it shall be incumbent to our successors to adhere,

The undersigned Owners further dedicate to the public use forever the easements and right-of-way as shown and designated on the Plat for the several purposes of Construction, maintaining, operating, repairing, removing, replacing, any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, water lines and communication lines, together with all fittings and equipment for each such facility and any other appurtenance thereto with the right of ingress and egress into and upon said easements and rights-of-way for the uses and purposes aforesaid together with a similar right in each and all streets shown on said Plat, PROVIDED, HOWEVER, THAT THE UNDERSIGNED OWNERS hereby reserve the right to construct, maintain, operate, lay and relay water lines and sewer lines together with the rights of ingress and egress for the construction and maintenance operating, laying and relaying over, across and along all of the public streets, alleys and easements shown on the said Plat, and/or sewer services to the area included in said Plat, and to any other areas.

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Thirty (30) Years from the date these Covenants are recorded, after which time, said Covenants shall be automatically extended for successive periods of Ten (10) Years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages.

Invalidation of any of the Covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

(a) Overhead pole lines for the supply of electric and communication services may be located along the perimeter of said addition, and may be located in easement ways reserved for general utility services and streets shown on the attached Plat. Street light poles or standards may be served by underground cable throughout said Addition. Service pedestals and transformers as sources of supply at secondary voltages may also be located in easement ways.

(b) Underground Primary Cables as sources of supply for secondary voltage may be ran underground from the overhead pole line or primary switching cabinet to the transformer location determined by the location and construction of each building of each lot shown on the plat provided that upon the installation of such primary cables, transformers or switching cabinet, the supplier of electric, telephone or cable TV services, shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a Ten-Foot strip extending 5.0 feet on each side of said underground cable extending from the overhead pole line or switching cabinet to the transformer or switching cabinet on each lot of attached plat.

(c) Underground electric and communication service cables to all buildings which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such buildings as may be located upon each said lot; provided that upon the installation of such a service cable to a particular building, the supplier of electric and communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a Five-Foot strip extending 2.5 Feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on building.

(d) The supplier of electric and communication service, through its proper agents and employees, shall at all times have 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 electric and communication facilities so installed by it.

(e) The owner of each lot shall be responsible for the 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 said electric and communication facilities. The Company will be responsible for ordinary maintenance of underground electric and communication 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.

(f) The foregoing Covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric and communication services, and the owner of each lot agrees to be bound hereby.

(g) All structures shall be new construction, except the one existing house on Lot 26, Block 1.

(h) The exterior front face of the structures erected shall be constructed of a minimum 30 percent stone, brick or masonry, or must be approved by the Architectural Committee.

(i) The Architectural Committee, shall be Johnny B. Waller, Jr., and Judy A. Waller.

(j) No trailer, basement, tent or shack, metal storage building, garage, barn or other out-building type of structure shall be moved onto any lot. No temporary structure will be permitted.

(k) No outside storage of materials, pipe, autos, crates, boxes, etc., shall be permitted without a minimum Six-Foot privacy fence around such storage. All storage must be confined to rear Two-Thirds of lot. Retail automobile display and such type business will be allowed with approval of the Architectural Committee.

(l) All parking lots and driving areas on lots shall be of asphalt or concrete construction, from front property line to building front. Lots facing Highway #51, shall join paving on both sides of lot a minimum of 30.0 feet on each side from front property line.

(m) All lots, whether occupied or unoccupied, shall be properly maintained at all times.

(n) No fences of any kind shall be placed beyond the front building line of any lot, except decorative type, and approved by the Architectural Committee. No fence shall obstruct 30.0 Foot mutual access easement.

(o) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon that may become an annoyance or a nuisance to the Commercial Center.

(p) Trash containers will be kept behind building in a contained area.

(q) All signs (size, height and location), shall be approved by the Architectural Committee.

WITNESS our hands this 9th day of October, 1984, at Wagoner County, State of Oklahoma.

JOHNNY B. WALLER, JR.
JUDY A. WALLER

ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF WAGONER

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9th day of October, 1984, personally appeared JOHNNY B. WALLER, JR. and JUDY A. WALLER, Husband and Wife, to be known to be the identical persons who subscribed their names to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

Notary Public
My Commission Expires: March 20, 1988

SURVEYOR'S CERTIFICATE

I, DAVID C. WHITE, of Tulsa County, State of Oklahoma, and a Registered Land Surveyor, do hereby certify that I have carefully and accurately surveyed, staked and platted the tract of land described above and that the above WALLER COMMERCIAL PARK, an Addition in Wagoner County, State of Oklahoma, is a true representation of said Survey, dated at Tulsa, Tulsa County, Oklahoma, this 5th day of October, 1984.

DAVID C. WHITE
Oklahoma Registered Land Surveyor

STATE OF OKLAHOMA
COUNTY OF TULSA

Before me, the undersigned, a Notary Public, in and for said County and State, on this 5th day of October, 1984, personally appeared DAVID C. WHITE, to me known to be the identical person of the foregoing Certificate, 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.

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

Notary Public
My Commission Expires: 4-22-86