

COLLISION WORKS
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

JIMMY & CHRISTINE HOUSTON, (the "Owner") is the owner of the following described land in the City of Broken Arrow, Tulsa County, State of Oklahoma, to wit:

A TRACT OF LAND THAT IS "STEELE-MORREL CENTER", AN ADDITION TO THE CITY OF BROKEN ARROW, FILED AS PLAT #3645, AND A PART OF BLOCK TWO (2) OF "BLOCKS 1,2,&3 ARROW VILLAGE ADDITION", AN ADDITION TO THE CITY OF BROKEN ARROW, FILED AS PLAT #2352, AND A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) OF SECTION TWELVE (12), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT ONE (1), BLOCK (2), OF "BLOCKS 1, 2, &3 ARROW VILLAGE ADDITION" THAT IS S00°03'09"W A DISTANCE OF 161.26 FEET FROM THE NORTHWEST CORNER OF SAID LOT ONE (1), BLOCK (2);

THENCE ALONG THE OKLAHOMA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY, N06°53'11"E A DISTANCE OF 147.31 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, S89°56'54"E A DISTANCE OF 187.41 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, N00°02'53"E A DISTANCE OF 7.87 FEET TO A POINT ON THE NORTH LINE OF BLOCK ONE (1) OF "STEELE-MORREL CENTER";

THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 2804.79 FEET, AN ARC LENGTH OF 117.15 FEET, A CENTRAL ANGLE OF 02°23'35", A CHORD BEARING OF S84°39'54"E, AND A CHORD LENGTH OF 117.14 FEET TO THE NORTHWEST CORNER OF LOT ONE (1), BLOCK THREE (3) OF "SENTINEL INDUSTRIAL PARK", AN ADDITION TO THE CITY OF BROKEN ARROW, FILED AS PLAT #3949;

THENCE ALONG SAID BLOCK THREE (3) OF "SENTINEL INDUSTRIAL PARK", S00°03'09"W A DISTANCE OF 498.43 FEET TO THE SOUTHWEST CORNER OF LOT FOUR (4), BLOCK THREE (3) OF "SENTINEL INDUSTRIAL PARK";

THENCE ALONG THE NORTHERLY LINE OF LOT FIVE (5), BLOCK THREE (3) AND CONTINUING ALONG THE SOUTHERLY LINE OF BLOCK ONE (1) OF "STEELE-MORREL CENTER", S89°30'17"W A DISTANCE OF 156.60 FEET TO THE SOUTHWEST CORNER OF LOT ONE (1), BLOCK ONE (1), "STEELE-MORREL CENTER";

THENCE ALONG THE WESTERLY LINE OF LOT ONE (1), BLOCK ONE (1), "STEELE-MORREL CENTER", N00°03'09"E A DISTANCE OF 268.60 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT ONE (1), BLOCK TWO (2) OF "BLOCKS 1,2,&3 ARROW VILLAGE ADDITION";

THENCE N83°34'21"W A DISTANCE OF 173.30 FEET TO THE SOUTHWEST CORNER OF LOT ONE (1), BLOCK TWO (2) OF "BLOCKS 1,2,&3 ARROW VILLAGE ADDITION";

THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET, AN ARC LENGTH OF 69.24 FEET, A CENTRAL ANGLE OF 12°01'19", A CHORD BEARING OF N06°03'49"E, AND A CHORD LENGTH OF 69.11 FEET TO THE POINT OF BEGINNING

The Owner has caused the Subject Property to be surveyed, staked, platted and subdivided into lots and blocks in conformity with the accompanying plat and survey (hereinafter the "Plat") and has entitled and designated the subdivision as "COLLISION WORKS", a Subdivision in the City of Broken Arrow, Tulsa County, Oklahoma (hereinafter "COLLISION WORKS" or the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. Streets and Utility Easements

The Owner hereby dedicates to the public the street rights-of-way as depicted on the accompanying plat. The Owner further dedicates to the public the utility easements as depicted on the accompanying Plat as "U/E" or "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, 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 aforesaid, provided however, the Owner hereby reserve 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 all of 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 herein impose a restrictive covenant, which covenant shall be binding on the Owner and its respective successors in title to the Subdivision 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 that interferes with the above set forth uses shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences that do not constitute an obstruction.

B. Utility Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the boundary of the Subdivision, if located within a utility easement as depicted on the accompanying Plat. 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 the utility easements. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the utility easements.
2. Underground service cables and gas service lines to all structures which may be located within 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 the lot, provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all utility 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 the underground electric, telephone, cable television, or gas facilities installed by the supplier of the utility service.

4. The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television, or gas facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or his agents or contractors.
5. The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, telephone, cable television, or gas service, and the owner of the lot agrees to be bound hereby.

C. Water, Sanitary Sewer and Storm Sewer Service

1. The owner of the lot shall be responsible for the protection of the public water mains, and sanitary sewer mains and storm sewers located on his lot.
2. Within the utility easement areas 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, storm sewers, or any construction activity which would interfere with public water mains, sanitary sewer mains or storm sewers shall be prohibited.
3. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains, and storm sewers but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
4. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all 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 mains, sanitary sewer, or storm sewers mains facilities.
5. The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

D. Gas Service

1. The supplier of gas service through its agents and employees shall at all times have the right of access to all such 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 owner 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 the ordinary maintenance of its facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner, or the owner's 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 agrees to be bound by these covenants.

E. Surface Drainage and Lot Grading Restriction

Each 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 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 his lot. The foregoing covenants set forth in this paragraph E shall be enforceable by any affected lot owner and the City of Broken Arrow, Oklahoma.

F. Limits of No Access

The Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to S. Kenosha Street, and N. 14st Street. within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying Plat, which "Limits of No Access" may be amended or released by the City of 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.

G. Paving and Landscaping Within Easements

The owner of the lot 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 however, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

H. Sidewalks

Sidewalks shall be constructed and maintained along streets designated by and in accordance with the subdivision regulations of the City of Broken Arrow, Oklahoma, and all such sidewalks shall be constructed by the Owner prior to the issuance of the first occupancy permit for any building within the subdivision. The Owner shall construct sidewalks in conformance with the standards of the City of Broken Arrow engineering design standards.

I. Mutual Access Easement

The Owner hereby establishes, for the benefit of the owners of the lots within the subdivision, their respective guests and invitees, a perpetual non-exclusive mutual access easement for the purposes of permitting vehicular and pedestrian passage to and from the lots within the Subdivision to and from East Kenosha street South and S. 14th Street, on, over and across the areas depicted on the accompanying plat as "Mutual Access Easement". Governmental agencies and suppliers of utility services shall have the reasonable use of such easements incidental to the provision of services to the lots within the subdivision.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

Whereas, the property platted hereby as **Collision Works** was submitted as a planned unit development (designated as PUD No. 243) as provided within Broken Arrow Zoning Code, and

Whereas PUD No. 243 was affirmatively recommended by the City of Broken Arrow Planning Commission on November 5, 2015, and approved by the Council of the City of Broken Arrow, Oklahoma on _____ implementing Ordinance No. _____ being adopted on _____, and

Whereas, the planned unit development provisions of the Broken Arrow Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development, and

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 respective successors and assigns, and the City of Broken Arrow, Oklahoma.

THEREFORE, the Owner hereby imposes the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner, its respective successors and assigns, and shall be enforceable as hereinafter set forth.

A. Use of Land

The development of The Collision Works shall be subject to the Planned Unit Development provisions and of the Broken Arrow Zoning Code as such provisions existed on _____.

The project consists of two development areas: development Area “A” and development Area “B”.

B. Development area “A” Standards

1. Permitted Uses: As permitted within the IL Zoning Districts.

2. Maximum Building Floor Area

As permitted within the IL Zoning Districts.

3. Maximum Building Height

As permitted within the IL Zoning Districts.

4. Minimum Building Setbacks

From R.O.W. line of Kenosha Street.....50.0 feet
West boundary of D.A. “A”.....15.0 feet
East Boundary of PUD11.0 feet
South Boundary of PUD.....7.5 feet

5. Signs

One freestanding sign not exceeding a height of 12-ft and a panel size not exceeding 75 square feet is permitted along the frontage of the lot. The sign shall have a monument base made of similar materials as the main structure/building on that lot. The minimum sign setback shall be 50 feet from E. Kenosha Street ROW, and away from easements. Freestanding signs are allowed even though there is an existing off premise advertising sign on the property.

6. Minimum Off-Street Parking

As required by the permitted use within the Broken Arrow Zoning Code

7. Other Bulk and area requirements:

As established within the IL district.

8. Landscape and Screening Standards

The Collision Works Landscaping Plan will be designed in accordance with the Broken Arrow Zoning Ordinance except as noted herein. Any landscape material that fails shall be replaced in accordance with Section 5.2 C.4 of the Zoning Ordinance.

At least one (1) tree shall be provided per 30 linear feet of frontage along Kenosha Street and one (1) tree per 50 linear feet along 14th street. A minimum of 10 feet wide landscape edge is required along Kenosha Street and 14th street frontage. All trees will be selected from the approved tree list contained in the Broken Arrow Zoning Code; trees required by code will be planted at a minimum size of 2" caliper. At least 50 percent of the required trees will be large trees as identified in the Zoning Ordinance. Shrubs required by code will be planted at a minimum 3-gallon container size. All landscape areas will be irrigated with an automatic irrigation system, and maintained per requirements of the Broken Arrow Zoning Ordinance. Where abutting the RM zoning district, an 8 feet tall opaque screening fence is required. This fence material may be wood or steel. The fence supporting poles must be galvanized metal.

9. Access:

The main access to the Collision Works PUD will be from one driveway on E. Kenosha Street and another one on N. 14th Street. A shared mutual access easement between the lots will be indicated on the new plat. The points of access shall be spaced in accordance with the zoning ordinance.

10. Lighting

All exterior site lighting shall be in strict accordance with the City of Broken Arrow requirements. Before any exterior light pole or building wall pack is installed, a photometric study shall be submitted to the City of Broken Arrow Development Services Department for

approval.

11. Trash Containers and Mechanical Equipment Areas:

All mechanical and HVAC equipment will be screened from public view as required by the zoning code.

Outdoor refuse collection receptacles will not be located within a required setback. Each refuse collection receptacle shall be screened from view on all sides by a durable sight-obscuring enclosure consisting of an opaque fence or wall of between six feet (6") and eight feet (8") in height. Where the access to the enclosure is visible from adjacent streets or residential properties, the access shall be screened with an opaque gate.

All damaged vehicles awaiting repair will be parked or stored on paved surfaces inside the building or behind it. No damaged vehicle awaiting repair will be visible from Kenosha Street.

12. Detailed Site Plan

A Detailed Site Plan is required for approval by the City of Broken Arrow prior to the issuance of a Building Permit on this development. The applicant shall submit the site plan to the City and supply all information required

13. Grading and utility plans

A Site Grading & Utility Plan will be submitted to the City of Broken Arrow for approval.

All utilities are available to serve this development. Drainage & utility plans will be prepared in accordance with the City of Broken Arrow requirements.

C. Development area "B" Standards

1. Permitted Uses: As permitted within the CH Zoning Districts, except that sexually oriented business shall not be a permitted use.

2. Maximum Building Floor Area

As permitted within the CH Zoning Districts.

3. Maximum Building Height

As permitted within the CH Zoning Districts.

4. Minimum Building Setbacks

From R.O.W. line of Kenosha Street.....50.0 feet
West boundary of D.A. “B”.....35.0 feet
East Boundary of D.A. “B”10.0 feet
South Boundary of D.A. “B”20.0 feet

5. Signs

One freestanding sign not exceeding a height of 12-ft and a panel size not exceeding 100 square feet is permitted along the frontage of the lot. The sign shall have a monument base made of similar materials as the main structure/building on that lot. The minimum sign setback shall be 50 feet from E. Kenosha Street ROW, and away from easements. Freestanding signs are allowed even though there is an existing off premise advertising sign on the property.

6. Minimum Off-Street Parking

As required by the permitted use within the Broken Arrow Zoning Code

7. Other Bulk and area requirements:

As established within the IL district.

8. Landscape and Screening Standards

The Collision Works Landscaping Plan will be designed in accordance with the Broken Arrow Zoning Ordinance except as noted herein. Any landscape material that fails shall be replaced in accordance with Section 5.2 C.4 of the Zoning Ordinance.

At least one (1) tree shall be provided per 30 linear feet of frontage along Kenosha Street and one (1) tree per 50 linear feet along 14th street. A minimum of 10 feet wide landscape edge is required along Kenosha Street and 14th street frontage. All trees will be selected from the approved tree list contained in the Broken Arrow Zoning Code; trees required by code will be planted at a minimum size of 2” caliper. At least 50 percent of the required trees will be large trees as identified in the Zoning Ordinance. Shrubs required by code will be planted at a minimum 3-gallon container size. All landscape areas will be irrigated with an automatic irrigation system, and maintained per requirements of the Broken Arrow Zoning Ordinance. Where abutting the RM zoning district, an 8 feet tall opaque screening fence is required. This fence material may be wood or steel. The fence supporting poles must be galvanized metal.

9. Access:

The main access to the Collision Works PUD will be from one driveway on E. Kenosha Street and another one on N. 14th Street. A shared mutual access easement between the lots will be indicated on the new plat. The points of access shall be spaced in accordance with the zoning ordinance.

10. Lighting

All exterior site lighting shall be in strict accordance with the City of Broken Arrow requirements. Before any exterior light pole or building wall pack is installed, a photometric study shall be submitted to the City of Broken Arrow Development Services Department for approval.

11. Trash Containers and Mechanical Equipment Areas:

All mechanical and HVAC equipment will be screened from public view as required by the zoning code.

Outdoor refuse collection receptacles will not be located within a required setback. Each refuse collection receptacle shall be screened from view on all sides by a durable sight-obscuring enclosure consisting of an opaque fence or wall of between six feet (6") and eight feet (8") in height. Where the access to the enclosure is visible from adjacent streets or residential properties, the access shall be screened with an opaque gate.

All damaged vehicles awaiting repair will be parked or stored on paved surfaces inside the building or behind it. No damaged vehicle awaiting repair will be visible from Kenosha Street.

12. Detailed Site Plan

A Detailed Site Plan is required for approval by the City of Broken Arrow prior to the issuance of a Building Permit on this development. The applicant shall submit the site plan to the City and supply all information required

13. Grading and utility plans

A Site Grading & Utility Plan will be submitted to the City of Broken Arrow for approval. All utilities are available to serve this development. Drainage & utility plans will be prepared in accordance with the City of Broken Arrow requirements.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner and its respective successors and assigns. Within the provisions of Section I. Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I. whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Broken Arrow, Oklahoma. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the Broken Arrow Zoning Code and shall inure to the benefit of the City of Broken Arrow, Oklahoma and the Owner and its respective successors and assigns. If the Owner or its respective successors or assigns, shall violate any of the covenants within Section II, it shall be lawful for the City of Broken Arrow or any owner of any part of the Subdivision to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the

covenant. In any judicial action brought to enforce the covenants established within this Deed of Dedication, the defense that the party initiating the equitable proceeding has an adequate remedy at law, is hereby waived. In any judicial action brought by any owner of any part of the Subdivision which action seeks to enforce the covenants contained in Section II, and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs and expenses incurred in such action.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

The covenants contained within Section I. Street, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors and the City of Broken Arrow, Oklahoma. The covenants contained within Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors. Notwithstanding the foregoing, the restrictions and covenants within Section II shall be deemed amended (without necessity of execution of an amending document) to conform to amendments to bulk and area requirements that may subsequently be approved by the Broken Arrow Planning Commission, or its successors, pursuant to its review of a minor amendment processed in accordance with the provisions of Broken Arrow Zoning Code, and the filing of a certified copy of the minutes of the Broken Arrow Planning Commission, or its successors, with the Tulsa County Clerk.

D. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has executed this instrument this ____ day of _____, 2015.

By _____

State of Oklahoma)
) ss.
County of Tulsa)

This instrument was acknowledged before me on this _____ day of _____, 2015, by _____ as Manager of _____, an Oklahoma limited liability company.

Notary public

My commission number: _____

My commission expires: _____

Certificate of Survey

I, Russell M. Muzika, a registered professional land surveyor in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying Plat designated herein as "Collision Works", a Subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the practice of land surveying.

Registered Professional Land Surveyor
Oklahoma No.1603

State of Oklahoma)
) ss.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me on this _____ day of _____, 2015, by Russell M. Muzika, as a Registered Land Surveyor.

Notary Public

My commission number: _____

My commission expires: _____