

BA LAWN & GARDEN
DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Beason Holdings, Inc. is the owner in fee simple to the following described property in the City of Broken Arrow Tulsa County Oklahoma, to-wit:

ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
BEGINNING 507 FEET EAST OF THE SOUTHWEST CORNER (SW/C) OF SAID SECTION TWO (2); THENCE NORTH 600 FEET; THENCE EAST 72 FEET; THENCE SOUTH 600 FEET; THENCE WEST 72 FEET; THENCE SOUTH 600 FEET; THENCE WEST 72 FEET TO THE POINT OF BEGINNING.

AND

ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
BEGINNING 363 FEET EAST OF THE SOUTHWEST CORNER (SW/C) OF SAID SECTION TWO (2); THENCE NORTH 600 FEET; THENCE EAST 144 FEET; THENCE SOUTH 600 FEET; THENCE WEST 72 FEET; THENCE SOUTH 600 FEET; THENCE WEST 144 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE NORTH 15.00 FEET AND LESS AND EXCEPT THE SOUTH 70 FEET OF THE COMBINED AFOREMENTIONED TRACTS.

and Beason Holdings, Inc., has caused the above-described land to be surveyed, staked, platted, granted, donated, conveyed, and dedicated, access rights reserved, and subdivided into a lot, a block, platted and subdivided into a lot and a block and have designated the same as "BA Lawn & Garden", an Addition to the City of Broken Arrow, Tulsa County, Oklahoma (hereinafter sometimes referred to as the "Subdivision").

SECTION 1. PUBLIC COVENANTS

A. UTILITY EASEMENTS

The Owners hereby dedicate to the public use forever the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all utilities including storm sewer, sanitary sewer, telephone and communication lines, electric power lines and transformers, gas lines and water 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 into and upon said utility easements and rights-of-way for the 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 easement or rights-of-way as shown, provided however, that the owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sanitary sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all public streets, alleys, and utility easements, shown on said plat, for the purposes of furnishing water and/or sanitary sewer services to the area included in said plat.

B. WATER AND SANITARY SEWER SERVICE

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

The owner of the lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on the lot and utility easement areas, if 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 and subject to the City of Broken Arrow approval.

The Owner or its successors will pay damage for relocation of public water mains and public sanitary sewer facilities, or necessitated by the acts of the owner or his agents or contractors.

The City of Broken Arrow or its successors through its agents and employees shall at all times have the right of access with their equipment to all such easement ways shown on said plat, including the "Mutual Access Easement", or provided for in this deed or dedication for the purpose of installing, maintaining, removing or replacing any portion of the public underground water, storm sewer and sanitary sewer facilities.

The foregoing covenants concerning water and 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.

C. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service lines, the lot is subject to the following:

1. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

2. All supply lines in the Subdivision including electric, telephone, cable television and natural gas service lines shall be located underground in the easements reserved for general utility services and streets shown on the plan of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements. Overhead pole lines for the supply of electric and communication service may be located in easement along the South and West boundaries of the addition.

3. Underground service cables and natural gas service lines to all buildings which may be located in the Subdivision may be run from the nearest natural 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 said lot; provided that upon that the installation of such a service cable or a natural gas service line to a particular building, 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 natural gas main to the service entrance on the building.

4. The supplier of electric, telephone, cable television and natural 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 natural gas service facilities so installed by it.

5. The owner of each lot in the Subdivision shall be responsible for the protection of the underground utility 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 natural gas facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of the 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.

D. SURFACE DRAINAGE

1. Surface Drainage. 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.

2. No property 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. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans on file at the City of Broken Arrow.

3. The property owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) and shall prevent any construction activity which may interfere with such public water mains, valves, storm sewers, and or public sanitary sewer facilities.

4. The covenants set forth in this section shall be enforceable by any affected property owner and by the City of Broken Arrow, Oklahoma.

E. OWNER RESPONSIBILITY WITHIN EASEMENTS.

The owner of the lots shall be responsible for the repair and replacement of any properly permitted landscaping and paving within the utility easements on the lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

F. LAND USE

All construction shall be strictly according to the zoning ordinances of the City of Broken Arrow, Oklahoma.

SECTION 2. DEVELOPMENT STANDARDS

The Standard Requirements of the City of Broken Arrow Fire Marshal, City Engineer, and City Attorney shall be met as a condition of approval.

1. LANDSCAPED AREA AND SCREENING

a. All development and construction in shall comply with all applicable zoning codes and regulations of the City of Broken Arrow.

2. SIGNS

a. Signage shall comply with the requirements of the City of Broken Arrow Zoning Code.

b. Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs with movement shall be prohibited, except as reviewed by the City of Broken Arrow Zoning Code and Sign Permit process and part of the approved detail sign plan.

3. LIGHTING

a. 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 plat. No light standard or building-mounted light shall exceed 14 feet. Light, as measured in footcandles, shall not exceed 0.0 footcandles at all of the plat boundaries shared with a residential property.

4. TRASH, MECHANICAL AND EQUIPMENT AREAS

a. 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 by persons standing at ground level.

5. TOPOGRAPHY, DRAINAGE AND UTILITIES

A Professional Engineer registered in the State of Oklahoma shall certify to the appropriate City official that all required storm water drainage structures serving the Site have been installed in accordance with the approved plans prior to issuance of an Occupancy Permit on that lot. During construction on the property, the owner will provide adequate erosion control, and after construction, they will provide in compliance with the City of Broken Arrow Standards and maintain vegetative, landscaped ground cover so that soil does not erode on or from the property.

6. ACCESS, CIRCULATION AND PARKING

All drives and parking areas within the subdivision shall be privately owned and maintained. Mutual access across the property and mutual parking privileges shall be shown by and limited to the mutual access easement as shown on the plat.

7. RESTRICTIVE COVENANTS ENFORCEMENT

Restrictive covenants will be adopted and recorded for the subdivision as platted. The owner of the subdivision will be required by the covenants to keep and maintain the property and improvements in a clean and professional manner (the "Maintenance Covenant"). The Maintenance Covenant will be enforced by the owner or his assigns.

8. OVERLAND DRAINAGE EASEMENT

The Overland Drainage Easement (ODE) will be maintained by the Owner of "BA Lawn & Garden". No fence or permanent structure will be permitted in the Overland Drainage Easement.

SECTION 3. PRIVATE COVENANTS AND RESTRICTIONS.

Usage of the following words shall having the following meanings, unless the context clearly requires otherwise: "City" shall mean the City of Broken Arrow; "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 Broken Arrow, Oklahoma, Zoning Code.

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.

1. Private Covenants and Restrictions Applicable to the Lot. The following standards shall apply to the lot in the Subdivision, unless specifically modified or superseded by more specific provisions adopted by the Owner as hereinafter provided.

a. Mutual Access Easement. The Mutual Access Easement, as depicted on the accompanying plat, is hereby established for the purposes of permitting vehicular and pedestrian access to and from all areas adjacent to and contained within the plat, and such easement shall be for the mutual use and benefit of the lot owner, their guests, and invitees, and shall be appurtenant to "BA Lawn & Garden". Provided, however, governmental agencies and suppliers of utilities shall have the reasonable use of the easement incidental to the provision of services within the plat.

b. Mutual Access Easement Maintenance. Beason Holdings, Inc., their successors or assigns will be responsible for the maintenance, upkeep, repairing, replacing of pavement, in the Mutual Access Easement.

c. Landscaping and Common - Elements

Beason Holdings, Inc., their successors or assigns will be responsible for the maintenance of the landscaping, screening fences, gates and other potentially-common-elements.

SECTION 4. ENFORCEMENT, AMENDMENT, ETC.

A. Duration, Amendment and Severability.

1. Duration. These restrictions shall remain in full force and effect until January 1, 2027, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

2. Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed or canceled by a written instrument signed and acknowledged by the Beason Holdings, Inc., except Section 1, which may be altered only with the written consent of the City of Broken Arrow.

3. 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 of any part thereof as set forth herein, which shall remain in full force and effect.

4. Enforcement. The restrictions herein set forth are covenants to run with the land shall be binding upon the Owner, its successors and assigns and all parties claiming under it, and otherwise shall be enforceable as set forth and shall be binding upon the Owner, its successors and assigns and all parties claiming under it. If the Owner, or its successors or assigns, shall violate any of the covenants herein, it shall be lawful for the City of Broken Arrow, Oklahoma (as to the violation of the Covenants contained in Section 1), to maintain any action at law or in equity against the Owner to prevent the Owner from so doing, to compel compliance with the covenants, or to recover damages for such compliance with the covenant.

As owner, Beason Holdings, Inc., hereby certifies that we have caused the land described in this plat to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat.

In witness whereof the owner have executed this Deed of Dedication on this _____ day of _____, 20_____.

Beason Holdings, Inc.

By: President

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me the undersigned, a Notary Public in and for said County and State, on this _____day of _____, 20_____, personally appeared Mike Beason to me known to be the identical person who subscribed the name thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for said limited liability company, 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: _____

SURVEYORS CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this _____day of _____, 20_____.

Charles K. Howard, R.L.S. 297
C.A. No. 5611 Exp.Date: 6/30/2019

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____day of _____, 20_____, personally appeared Charles K. Howard, to me known to be the identical person who executed 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 therein set forth.

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

Notary Public

My Commission expires: _____