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SPECIFIC USE PERMIT 89

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DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THE LIFE BAPTIST CHURCH, INC., an Oklahoma Corporation, is the Owner of the following described land:

East Half (E/2), Southeast Quarter (SE/4), Northeast Quarter (NE/4) of Section 17, Township 18 North, Range 14 East of the Indian Base and Meridian according to the U.S. Government Survey thereof, all in the City of Broken Arrow, Tulsa County, State of Oklahoma, containing 19.9621 Acres, more or less.

has caused the same to be surveyed, staked and platted into Lot 1, Block 1 and Reserve "A" & Reserve "B" and has designated the same as KNIGHT ACRES, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION 1

STREET, EASEMENTS AND UTILITIES

Public Streets and General Utility Easements:

1. The undersigned OWNER does hereby dedicate for public use the street as shown on the accompanying plat.
2. The undersigned OWNER does hereby dedicate for public use the easements and right-of-way shown on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, 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 and right-of-ways for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.
3. No building structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or right-of-ways as shown.
4. The foregoing covenants concerning streets and easements shall be enforceable by the City of Broken Arrow, and the owner of the lot agrees to be bound hereby.

Underground Service:

1. Overhead lines for the supply of electric, telephone and cable television services may be located within the easements of the subdivision. 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 easement ways dedicated for general utility services and in the right-of-way of the public street as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.
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 right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, 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 the right of access to all easement ways shown on the 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 each 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. 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.

5. The foregoing covenants set forth in this paragraph B shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

C. Water and Sewer Services:

1. The Owner of the lot shall be responsible for the protection of the public water and sewer mains located on or in the lot.
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.
3. The City of Broken Arrow 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, or agents or contractors of the owner.
4. The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all such easement-ways shown on the plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground water or sewer facilities.
5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot; provided, however, the City of Broken Arrow shall use reasonable care in the performance of such activities.
6. The foregoing covenants concerning water and sewer easements and services shall be enforceable by the City of Broken Arrow and the owner of each 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 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.
2. The Owner of the lot shall be responsible for the protection of the underground gas facilities located in the 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.
3. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

E. Paving and Landscaping Within Easements:

1. 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.

F. Reserve Areas:

Reserve Area "A" is a compensatory storm water storage area, and drainage Easement and will also be used as a Recreational Area.

Reserve Area "B" will remain in its Natural Condition and will be used for Recreational purposes.

The OWNER will be responsible for the maintenance of the Reserve Areas and pay for all costs and expenses associated therewith. In the event such Areas are not properly maintained, the City of Broken Arrow or its Contractors may enter upon said property, perform the maintenance and bill the Owner, for the same.

The Reserves 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. No Fencing or other obstruction shall be constructed that would impair the drainage of Storm and Surface Waters over and across the Reserves.

G. Limits of No Access:

The OWNER hereby relinquishes rights of vehicular ingress and egress from any portion of the property adjacent to North Olive Avenue 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 Broken Arrow Metropolitan Area Planning Commission, or its successor or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto.

IN WITNESS WHEREOF said THE LIFE BAPTIST CHURCH, INC., an Oklahoma Corporation, has caused these presents to be executed by its President, hereunto duly authorized this 13th day of August, 2003.

ATTEST: (S E A L)

Joe Impson
Joe Impson, Secretary

THE LIFE BAPTIST CHURCH, INC.,
an Oklahoma Corporation

By: *Gary Blevins*
Gary Blevins, President

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 13th day of August, 2003, personally appeared GARY BLEVINS, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and as its President 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 of such Corporation for the uses and purposes therein set forth.

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

My Commission Expires: January 7, 2006
No. 01020314

Notary Public

CERTIFICATE OF SURVEY

I, Jack C. Cox, a Registered Professional Land Surveyor, in the State of Oklahoma, hereby certify that I have at the instance of the Owner designated above, caused the above described survey to be performed under my supervision, herein described above, and that said plat designated herein as "KNIGHT ACRES", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of a survey made on the ground using generally accepted practices.

WITNESS my hand and seal this 24th day of April, 2003.

COX & ASSOCIATES, INC.

By: *Jack C. Cox*
Jack C. Cox, Registered Professional Land Surveyor #531

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of April, 2003, personally appeared JACK C. COX, to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor to the foregoing certificates as his free and voluntary act and deed, for and purposes therein set forth.

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

My Commission Expires: January 7, 2006
No. 01020314

Notary Public

APPROVED 3-17-03 by the City
Council of the City of Broken Arrow,
Oklahoma.
Richard Carter
Mayor
Melanie Boldue
Attest: City Clerk 8-14-03