

ENGINEER/SURVEYOR:

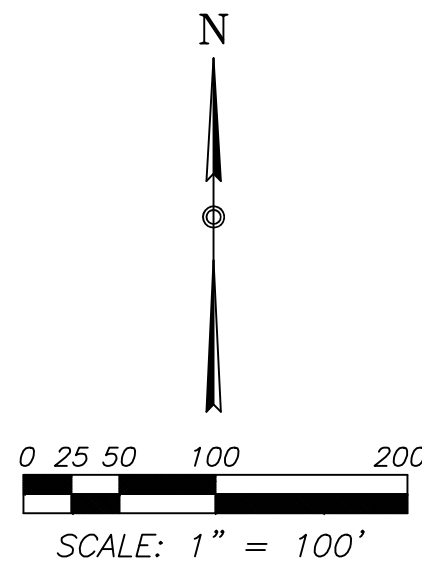
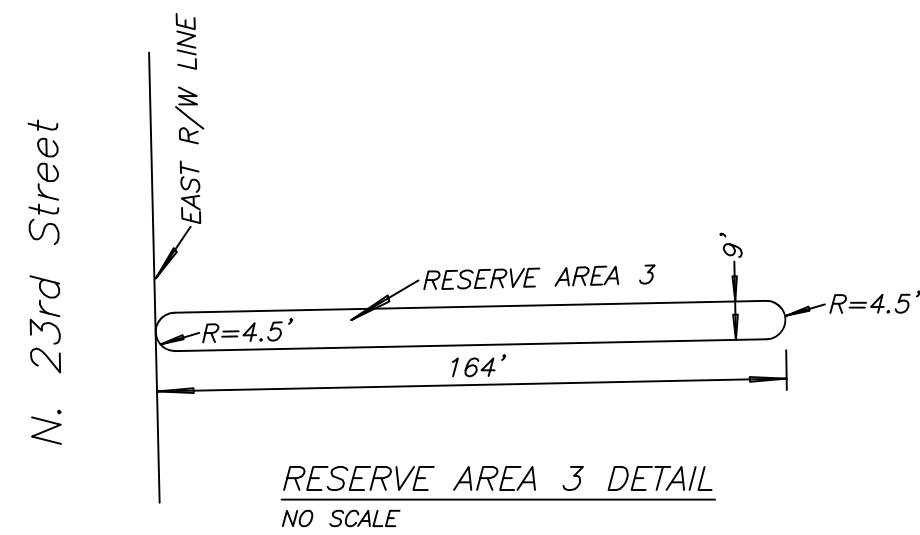
JR DONELSON, INC.  
12820 SOUTH MEMORIAL DR.  
OFFICE 100  
BIXBY, OKLAHOMA 74008  
CONTACT: JR DONELSON  
EMAIL: JRDON@TULSACOMAIL.COM  
PHONE: 918-394-3030  
CA. NO. 5611 EXP. DATE: 6/30/21  
CHARLES HOWARD: SURVEYOR  
LS NO: 297 EXP: 6-30-2021

OWNER:

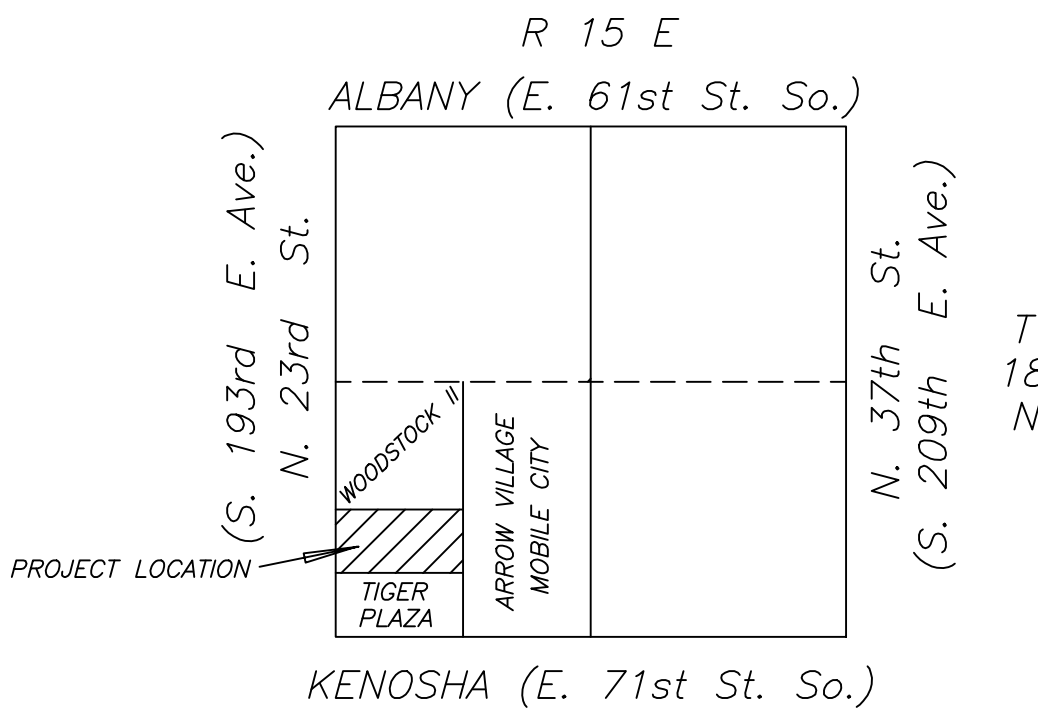
RDS INVESTMENTS, LLC  
304 NO. REDBUD  
BROKEN ARROW, OKLA. 74012  
PHONE: 918-231-7519  
CONTACT: BRIAN DAVIDSON  
EMAIL: bdauidson@KingValveusa.com

# RDS BUSINESS PARK

AN ADDITION TO THE CITY OF BROKEN ARROW, LYING  
IN THE S/2 OF THE SW/4 OF THE SW/4 IN SECTION 6,  
T-18-N, R-15-E, WAGONER COUNTY, STATE OF OKLAHOMA.  
P.U.D. - 287



APPROVED \_\_\_\_\_ by the City  
Council of the City of Broken Arrow,  
Oklahoma.  
Mayor \_\_\_\_\_  
Attest: City Clerk \_\_\_\_\_



SECTION 6

## LOCATION MAP

SUBDIVISION CONTAINS  
ACRES: 19.70  
LOTS: 8  
BLOCKS: 2  
FILE: RDS-FINALPLATO42020.DWG  
DATE: 4/20/2020

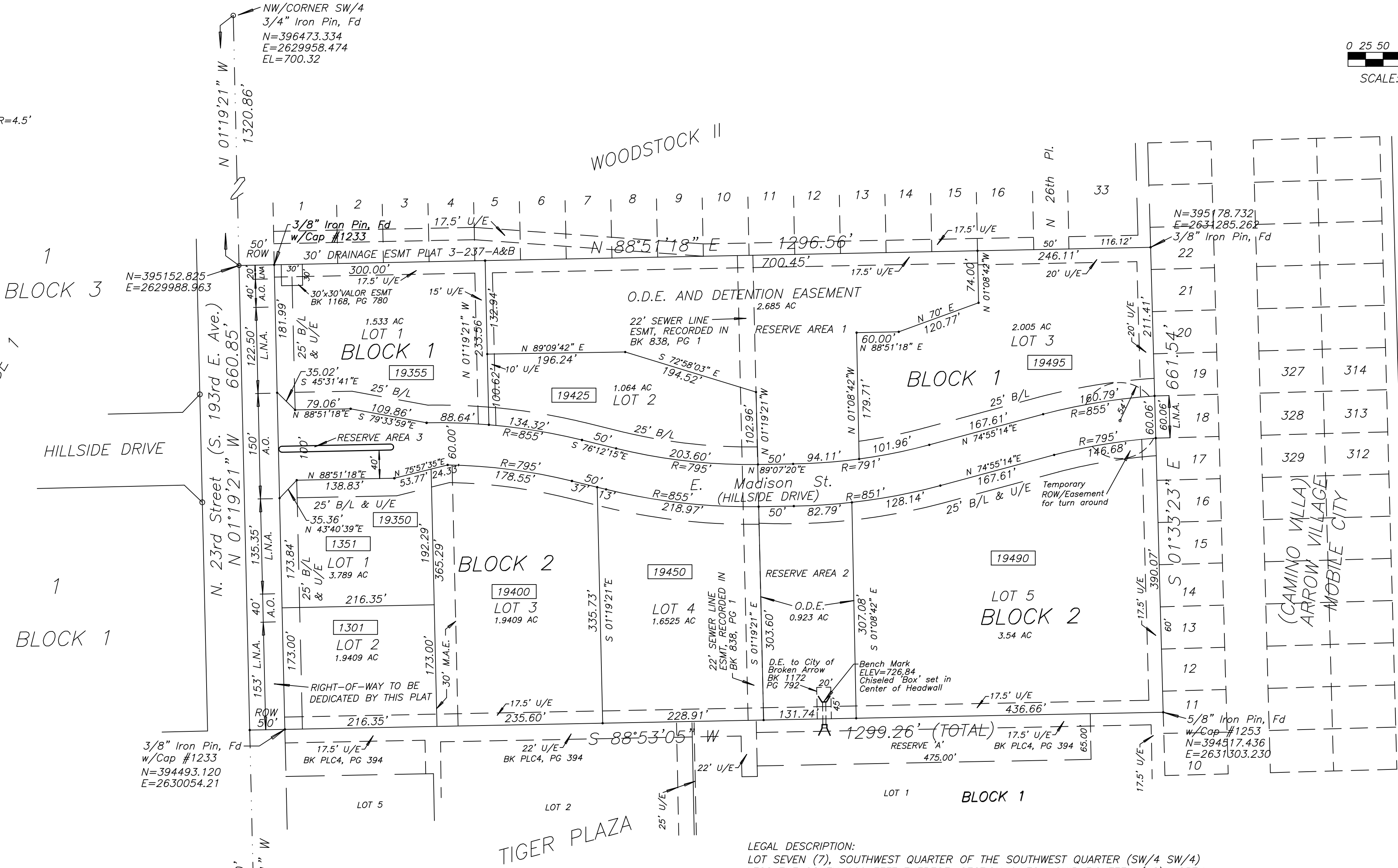
LEGEND	
U/E	UTILITY EASEMENT
B/L	BUILDING LINE
AC	ACREAGE
I.P.	IRON PIN
FD	FOUND
L.N.A.	LIMITS OF NO. ACCESS
A.O.	ACCESS OPENING
SW	SOUTHWEST
NW/4	NORTHWEST QUARTER
R	RADIUS
O.D.E.	OVERLAND DRAINAGE EASEMENT
ELEV	ELEVATION
D.E.	DRAINAGE EASEMENT
BK	BOOK
PG	PAGE
R/W	RIGHT OF WAY
9400	ADDRESS

STATE OF OKLAHOMA } SS  
COUNTY OF TULSA

I, \_\_\_\_\_, Tulsa County Clerk, in and  
for the County and State of Oklahoma above  
named, do hereby certify that the foregoing is  
a true and correct copy of a like instrument  
now on file in my office.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
Tulsa County Clerk

Deputy



LEGAL DESCRIPTION:  
LOT SEVEN (7), SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4)  
LESS THE SOUTH 660 FEET THEREOF, SECTION 6, TOWNSHIP EIGHTEEN (18) NORTH,  
RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY,  
STATE OF OKLAHOMA.

### NOTES:

1. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED BY FEE-IN-LIEU OF DETENTION DETERMINATION #DD- 083017-30, ON-SITE STORM WATER DETENTION IS REQUIRED FOR THIS SITE.
2. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.
3. ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTIONS.
4. THE BASIS OF BEARINGS FOR THE SURVEY SHOWN THEREON IS THE WEST LINE OF THE SW/4 OF THE SW/4 OF SECTION 6, T-18-N, R-15-E, BEING S 01°19'21" E
5. 3/8" IRON PINS WERE FOUND TO EXIST OR SET AT PROPERTY CORNERS.
6. BENCH MARK: CHISELED "BOX" SET IN CENTER OF HEADWALL LOCATED APPROXIMATELY 482 FEET WEST AND 22 FEET NORTH OF THE SOUTHEAST CORNER OF SUBJECT PROPERTY. ELEVATION=726.84

CASE NO. PT18-105  
RDS BUSINESS PARK  
PREPARATION DATE: 4-20-2020  
SHEET 1 OF 2

DEED OF DEDICATION AND RESTRICTIVE COVENANTS  
RDS BUSINESS PARK  
P.U.D. 287

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, RDS Investments, L.L.C., is the sole owner in fee simple, hereinafter referred to as the "Developer" of the following described real property in Wagoner County, State of Oklahoma, (the "Property") to-wit;

Lot seven (7), Southwest Quarter of the Southwest Quarter (SW/4 SW/4), less the south 660 feet thereof, in Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above described land, under the name of "RDS Business Park" a subdivision in Wagoner County, State of Oklahoma.

SECTION 1. STREETS, EASEMENTS, AND UTILITIES.

1. The Owner does hereby dedicate to the public the street rights-of-way as depicted on the accompanying plat. Additionally, the Owner does hereby dedicate to the public the utility easements designated 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, 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 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, operation, laying and relaying 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 imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that is within the utility easements depicted on the accompany plat. No building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement 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.

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

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

- a. Overhead pole lines for the supply of electric, telephone and cable television service may be located within the parameter 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 the general utility services and in the rights-of-ways of the public streets, as depicted on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.
- b. Except for buildings on the lot described in paragraph "a" above, which may be served from overhead electric service lines, underground service cables and gas service lines to all buildings which may be located 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 building as may be located upon said lot: provided that the installation of such a service cable or a 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 gas line, extending from the service pedestal transformer or gas main to the service entrance on the building.
- c. 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.
- d. The owner of RDS Business Park shall be responsible for the protection of the underground electric, telephone, cable television or gas service lines 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 service line facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of RDS Business Park will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors.
- e. The foregoing covenants set forth in this paragraph "2" 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.

3. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- a. Owner of the each Lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on their lot.
- b. Within the utility easement, restricted waterline and drainage easement, sanitary sewer 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, or storm sewer or any construction activity which would interfere with public water mains, sanitary sewer mains, and storm sewers shall be prohibited.
- c. 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.

- d. 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, sanitary sewer or storm sewer facilities.
- e. The foregoing covenants set forth in the above paragraphs shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the Owners of the Lots agrees to be bound.

4. OVERLAND DRAINAGE EASEMENT and DETENTION EASEMENT

- a. The Owner does hereby grant to the City of Broken Arrow, Oklahoma and establish a perpetual easement on, over and across the area designated on the Plat as "O.D.E. and Detention Easement" or "Overland Drainage Easement", for the purposes of permitting the overland flow, conveyance, and discharge of storm water runoff from the lots within the Subdivision and from properties outside the Subdivision.
- b. Drainage facilities constructed within drainage easements shall be in accordance with the adopted standards of the City of Broken Arrow, Oklahoma, and plans and specifications approved by the City of Broken Arrow engineering department.
- c. No fence, wall, building or other obstruction may be placed or maintained in the "O.D.E. and Detention Easement" area nor shall there be any alteration of the grades or contours in the easement areas unless approved by the City of Broken Arrow, engineering department; provided however, that the planting of turf not require the approval of the City of Broken Arrow, engineering department.
- d. The "O.D.E. and Detention Easement" areas and facilities located within a Lot shall be maintained by the owner of the Lot upon which the drainage easement is located at his cost in accordance with standards prescribed by the City of Broken Arrow, Oklahoma. In the event the owner of the Lot over which the "O.D.E. and Detention Pond" is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the costs thereof shall be paid by the owner. In the event the owner fails to pay the cost of 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 Lot of the owner. A lien established as above provided may be foreclosed by the City of Broken Arrow, Oklahoma.

5. OWNER RESPONSIBILITY WITHIN EASEMENTS.

The owner of the RDS Business Park shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the plat in the event it is necessary to install, maintain, replace or remove any underground water or sewer mains, electric, gas service lines, cable television, telephone service.

6. LAND USE.

All construction is to be strictly according to the City of Broken Arrow, Oklahoma, zoning codes.

7. SIDEWALKS

Sidewalks are required along streets designated by and in accordance with subdivision regulations. Required sidewalks shall be constructed in conformance with City of Broken Arrow Engineering design standards, by the Owner/Developer. Sidewalks will be constructed at the time a building permit is issued on a lot.

8. LOT 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. 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 8 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

9. RESERVE AREAS

Reserve Areas 1 and 2 are Overland Drainage and Detention Easements. Theses areas will be restricted by paragrah 4 of this Section 1. The owner of the RDS Business Park shall be responsible for the repair, maintenance or replacement of landscaping in Reserve 3. The foregoing covenants set forth in this paragraph 9 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

10. VEHICULAR ACCESS.

Vehicular access to North 26th Street shall occur only in an emergency.

11. BUILDING SETBACKS.

Minimum Building Setback distance from 23rd Street and Hillside Drive are deviated from the Broken Arrow Zoning Ordinance per approved P.U.D.-287.

12. LIMITS OF NO ACCESS.

Limits of No Access as shown on the accompanying plat cannot be changed without approval from the Broken Arrow Planning Commission.

SECTION II. TERM, AMENDMENT, AND ENFORCEMENT.

1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth in Section I hereof with respect to such covenants only, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years. The covenants and restrictions may be amended or modified at any time by the RDS Investments, L.L.C.
2. RDS Investments, L.L.C., reserves the right in its sole discretion and without joinder of any party to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by RDS Investments L.L.C. and filed in the County Clerk's office in the Court House of Wagoner County, Oklahoma.

In witness whereof \_\_\_\_\_ has executed this instrument on this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

RDS Investments, L.L.C.  
an Oklahoma Limited Liability Company

By: \_\_\_\_\_  
Manager

STATE OF OKLAHOMA }  
COUNTY OF }SS

This instrument was acknowledged before me on this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_for RDS Investments, L.L.C.

\_\_\_\_\_  
Notary Public

SURVEYORS CERTIFICATE

I, Charles K. Howard, a Licensed 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, RDS Business Park 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 \_\_\_\_\_, 2020.

Charles K. Howard, RLS #297  
CA 5611 Exp. 6-30-21

STATE OF OKLAHOMA }  
COUNTY OF TULSA }SS

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_day of \_\_\_\_\_, 2020, 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:\_\_\_\_\_

CERTIFICATE OF WAGONER COUNTY TREASURER

I DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 20\_\_\_\_ AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS "RDS Business Park".

By: \_\_\_\_\_  
WAGONER COUNTY TREASURER

WAGONER COUNTY CLERK

I, \_\_\_\_\_, Wagoner County Clerk, in and for the County and State of Oklahoma above named, do hereby state that the subdivision called "RDS Business Park" has been filed into Wagoner County records.

Dated the \_\_\_\_\_day of \_\_\_\_\_, 2020.

Wagoner County Clerk

\_\_\_\_\_  
Deputy