

OWNER'S CERTIFICATE AND DEDICATION OF
WOODLAND PARK 28TH ADDITION TO THE CITY OF BARTLESVILLE, OKLAHOMA

THIS AGREEMENT, made this 21st day of March, 1994, by and between C & S Development Company, P. O. Box 4040, Bartlesville, Oklahoma 74005, the record owner of the herein described property, hereinafter referred to as "the Subdivider", and the City of Bartlesville, Oklahoma, a Municipal Corporation, P. O. Box 699, Bartlesville, Oklahoma, 74005, hereinafter referred to as "the City".

WHEREAS, the Subdivider desires to obtain approval from the City for a plat of a subdivision to be known as Woodland Park 28th Addition, (hereinafter referred to as "The Plat") located in the City and more particularly described in Attachment "A" attached hereto and incorporated herein, and hereinafter referred to as "The Property"; and

WHEREAS, the Subdivider represents and warrants that he is currently the owner of the property; and

WHEREAS, the Subdivision Regulations of the City require certain public improvements to be made or a Subdivision Agreement to be executed, before the plat for Woodland Park 28th Addition may be accepted by the City; and

WHEREAS, the Subdivider acknowledges his obligation to perform the required public improvements as a condition for acceptance of the plat by the City.

COVENANTS

NOW, THEREFORE, in consideration of the performance of the agreements, premises and covenants herein set forth, the parties to this Subdivision Agreement hereby agree that:

1. The City's Subdivision Regulations, Ordinances, Resolutions and other policies of the City are hereby incorporated by reference in this Subdivision Agreement as if herein fully set forth and shall in all respects be binding upon the Subdivider except as may be modified by this Subdivision Agreement.
2. Upon approval of the Final Plat and execution of this Agreement by the City and the Subdivider, provisions of the Subdivision Regulations, Ordinances, Resolutions and policies of the City shall be implemented as follows:
 - A. Installation of public improvements in conjunction with the approval of the Final Plat shall be delayed in accordance with the provisions of this Subdivision Agreement.
 - B. All plans and calculations used to determine storm drainage, sanitary sewerage, street alignment, and related design factors shall be delayed in accordance with the provisions of this Subdivision Agreement.
3. The Subdivider shall be responsible for all public improvements within the platted area as may be required pursuant to the Subdivision Regulations of the City, and in accordance with this Subdivision Agreement, including but not limited to, streets, curbs and gutters, storm drainage facilities, sanitary sewers, and sidewalks, which improvements shall be made in accordance with the timetable provided within this agreement subject to the following:

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- A. Prior to final plat review by the City Council, the Subdivider shall post a surety performance bond in an amount equal to one hundred percent (100%) surety and sufficient to cover one and one-half (1-1/2) times the entire cost, as estimated by the Subdivider and approved by the City Engineer, of installing the public improvements that are to be owned and maintained by the City.
- B. Prior to the issuance of the Certificate of Occupancy for any structure within the subdivision, all public improvements shall be accepted by the City. In addition, prior to the acceptance of such public improvements by the City, the developer shall post a surety maintenance bond in an amount equal to fifteen percent (15%) of the entire cost of materials and labor for all water and sewer lines, paving, grading and drainage improvements. The duration of the maintenance bond shall be two (2) years from the date of acceptance of said improvements by the City and shall cover only the defects in design, workmanship, and materials.
- C. Testing of existing water and sewer lines shall be completed either: 1) prior to the review of the final plat by the City Council, or 2) after approval of the final plat by the City Council with the posting of a bond to insure the testing and repair of said lines to City standards. Prior to the acceptance of these existing lines by the City, tests are needed and any deficiencies noted need to be repair to City standards. No buildings will be permitted to connect to water and sewer lines until such testing and repair is completed and approved by the City of Bartlesville.
- D. The City has agreed to delay necessary storm drainage improvements to the existing drainage ditch which abuts Lot 3 until the first of the following events occur: (1) the further subdivision of Lot 3, or (2) the request for City approval of a building/development plan on Lot 3. At such time when the first of these two events occur, the Subdivider shall be required to submit full engineering plans for the improvement of this storm drainage channel to the City Engineer for review and approval. No plat shall be approved or building/development plan approved for Lot 3 until provisions have been made to construct these required storm drainage improvements.
- E. The Subdivider, as part of the approval of this Plat, shall deed to the City of Bartlesville, at no cost to the City, Outlots A and B as shown on the face of the plat for future park development. The City has agreed to delay the required dedication of an easement through Lot 3 abutting the existing storm drainage ditch for Pathfinder Parkway until the first of the following events occur: (1) the further subdivision of Lot 3, or (2) the request for City approval of a building/development plan on Lot 3. The intent of this action by the City is to coordinate the extension of Pathfinder Parkway through this subdivision with the construction of storm drainage improvements. However, if in the future, the City of Bartlesville desires to extend Pathfinder Parkway through this subdivision in advance of the aforementioned events which would trigger the dedication of said easement, the Subdivider agrees, by virtue of this document, to dedicate an easement to the City of Bartlesville at such undetermined future date for the sole purpose of extending Pathfinder Parkway through this subdivision. Said easement shall border the existing storm drainage ditch and not exceed twenty feet in width.
- F. The existing road which serves this development shall remain as a private road indefinitely. If in the future, abutting property owners request the City to consider the

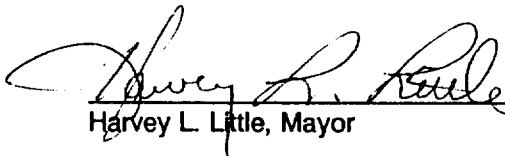
SUBDIVISION AGREEMENT

acceptance of this private road as a public street, such road shall be required to meet City street standards prior to the acceptance of the street by the City.

4. The Subdivider shall design and construct all public improvements in accordance with the Bartlesville Subdivision Regulations and all other applicable regulations, standards, and specifications for Bartlesville, Oklahoma.
5. The Subdivider shall provide the City with two (2) sets of as-built drawings for all public improvements to be constructed by the Subdivider or his agent to be dedicated to the public or the City. Said drawings shall be considered an essential part of the improvements and the City shall not accept the improvements until such reproducible drawings are provided.
6. The City Engineer or his designated representative shall be the contact person for the City in all matters and questions of public improvements that are to be dedicated to the public or the City. In all matters concerning the design and construction of public improvements to be dedicated to the public or the City, the City Engineer or his designated representative shall be the sole and final authority in determining that the criteria and standards specified in the Subdivision Agreement are met. The Subdivider agrees to comply with the decisions of the City Engineer or his designated representative in all matters concerning the design and construction of public improvements to be dedicated to the public or the City and all matters affecting stormwater drainage within and from the platted area.
7. The Subdivider shall be responsible for supplying adequate utilities to all lots within the plat, and shall pay the cost of any and all utility relocations which may be required for the construction of the improvements within the plat.
8. The Subdivider shall be responsible to record the plat and Subdivision Agreement of Woodland Park 28th Addition with the County Clerk's Office of Washington County within 30 days of the date of approval by the City Council. The Subdivider shall furnish to the City two paper plats as recorded with the Washington County Clerk's Office.
9. The Subdivider acknowledges that in the event it breaches any provision of this Subdivision Agreement, the City may withhold approval of any or all building permits or Certificates of Occupancy applied for in connection with development of the platted area, and may continue to withhold such approval until such breach has been cured by the Subdivider.
10. That the parties to this Subdivision Agreement acknowledges that the terms hereof are contractual and not a mere recital. Furthermore, the parties also acknowledge that this Agreement shall be filed of record with the County Clerk's Office of Washington County, and that its covenants shall run with the land described in Attachment "A" and shall bind the parties, their successors in interest and all assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first above written.

CITY OF BARTLESVILLE, OKLAHOMA



Harvey L. Little, Mayor

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ATTEST:

George K. Jones
George K. Jones, City Clerk



SUBDIVIDER

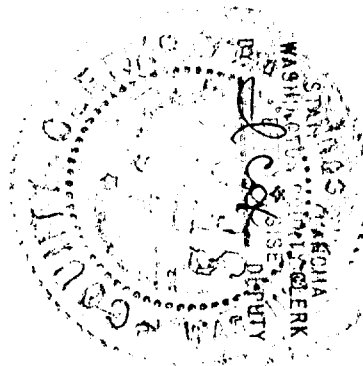
C & S DEVELOPMENT COMPANY
Name of Owner/Corporation/Company

Gerald L. Coast
Authorized Signature Gerald L. Coast,
General Partner

ATTEST:

Signature of Corporate Official

(Corporate Seal)



MAR 29 4 05 PM '94

FILED

STATE OF Oklahoma)
COUNTY OF Washington) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of March, 19 94, personally appeared Gerald L. Coast, General Partner to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he(they) executed the same as his(their) free and voluntary act and deed for the uses and purposes therein set forth.

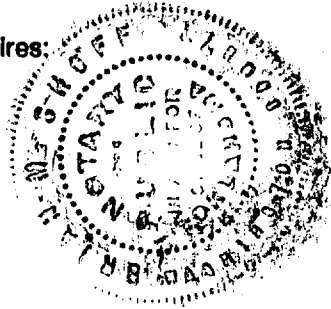
Given under my hand and seal of office the day and year above written.

Brian M. Shoff
Notary Public Brian M. Shoff

My Commission Expires:

June 9, 1994

(Seal)



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ATTACHMENT "A"

BK0880P60221

WOODLAND PARK 28TH ADDITION

BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

LEGAL DESCRIPTION:

A PART OF THE SW^{1/4}, SECTION 17, T26N, R13E, WASHINGTON COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS: STARTING AT THE NW CORNER OF THE SW^{1/4} NW^{1/4} OF SAID SW^{1/4}; THENCE S89°58'E ALONG THE NORTH LINE OF THE SW^{1/4} NW^{1/4} OF SAID SW^{1/4}, 95 FEET; THENCE S00°02'E, PARALLEL WITH THE WEST LINE OF SAID SW^{1/4}, 472 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING IN THE EAST RIGHT-OF-WAY LINE OF SILVER LAKE ROAD; THENCE S89°58'E, 361.10 FEET TO A POINT ON THE WEST LINE OF LOT 6, BLOCK 49, WOODLAND PARK 18TH ADDITION TO THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, SAID POINT BEING N14°19'E, 80.1 FEET FROM THE SW CORNER OF SAID LOT 6; THENCE S44°19'W, 80.1 FEET TO THE NW CORNER OF LOT 1, BLOCK 51, WOODLAND PARK 22ND ADDITION TO THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA; THENCE S14°19'W, ALONG THE WEST LINE OF LOTS 1 AND 2 OF SAID BLOCK 51, 230.49 FEET; THENCE S15°57'09"E ALONG THE SOUTHWEST LINE OF LOTS 3 AND 4 OF SAID BLOCK 51, 249.39 FEET; THENCE S47°16'E ALONG THE SOUTHWEST LINE OF LOTS 5, 6, 7 AND 8 OF SAID BLOCK 51, 408.34 FEET TO A POINT ON THE NORTHWEST LINE OF LOT 10 OF SAID BLOCK 51, SAID POINT BEING N48°10'10"E, 55.0 FEET FROM THE WEST CORNER OF SAID LOT 10; THENCE S48°10'10"W ALONG THE NORTHWEST LINE OF SAID LOT 10, 55.0 FEET; THENCE S39°31'37"E ALONG THE SOUTHWEST LINE OF SAID LOT 10, BLOCK 51, 120 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF OAKDALE DRIVE; THENCE S50°28'23"W ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF OAKDALE DRIVE, 217.00 FEET; THENCE N39°31'37"W, 157.00 FEET; THENCE S50°28'23"W, 160.86 FEET TO THE NORTHEAST RIGHT-OF-WAY LINE OF NOWATA ROAD; THENCE N52°32'00"W 191.13 FEET ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF NOWATA ROAD; THENCE ALONG A 619.65 FEET RADIUS CURVE TO THE RIGHT, 63.12 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF SILVER LAKE ROAD; THENCE N15°13'38"W, 310.96 FEET ALONG SAID EAST RIGHT-OF-WAY; THENCE N02°10'51"W, 400.30 FEET ALONG SAID EAST RIGHT-OF-WAY; THENCE N00°02'00"W, 809.47 FEET ALONG SAID EAST RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING.