

WEATHERFORD BUSINESS & TECHNOLOGY PARK

PARK DEVELOPMENT RULES, REGULATIONS & RESTRICTIVE COVENANTS WEATHERFORD, CUSTER COUNTY, OKLAHOMA

SECTION 1. PROPERTY AND PERSONS EFFECTED.

15/20/07
A. **Location.** The real property which is the subject of these Rules, Regulations and Restrictions (the "Rules"), is located in Weatherford, Custer County, State of Oklahoma, and known as the Weatherford Business & Technology Park (the "Park"), is more particularly described as follows:

The Northwest Quarter of Section 2, Township 12 North, Range 14
W.I.M., Custer County, Oklahoma (the "Property").

B. **Ownership and Intent.** The Park is owned by the Weatherford Industrial Trust. The Rules that are set forth herein for the Park are intended for the Park to be professionally designed, fully developed, and created for business and industry. Its purpose is to provide industrial and development areas that are regulated with uniform standards for the benefit of all parties locating in the Park.

C. **Management and Review Board.** The Park shall be managed by a Review Board which shall consist of the currently sitting members of the Weatherford Industrial Trust (the "Trust"), and a representative appointed by the City of Weatherford (the "City"). This Review Board shall have responsibility for all site and plan approval, enforcement of the Rules, and any other duty required to maintain the Park in the manner described within the Rules.

Before commencing the construction or alteration of any building, enclosure, fence, loading dock, parking facility, storage yard or any other structure or permanent improvement on any site or lot within the Park, the property owner shall first submit site plans and building plans and specifications therefore (hereinafter collectively referred to as the "Plans") and the Review Board's written approval shall be required before such construction or alteration is commenced. The Review Board shall have the right to approve the location of all utility poles, location of interior streets, the approval of all facilities for the handling of surface waters, other storm drainage and clean industrial effluent.

SECTION 2. PRIMARY INTENDED USE.

The purposes of these Rules are:

A. To ensure proper development and use of the Park, to protect the owner of each building site against improper development and use of surrounding building sites, to preserve, enhance and protect the value, desirability and attractiveness of all the Park, and in general to

provide adequately for a high quality of development within the Park.

B. To provide an environment conducive to the development and protection of modern administrative facilities, research institutions, specialized manufacturing plants, warehousing and similar businesses in a cohesive atmosphere.

C. In addition to the above-referenced uses, the City shall have the right to construct and maintain such public utility systems and improvements as are necessary for the Park, including without limitation streets, water tanks and storm water detention ponds.

SECTION 3. ESTABLISHMENT OF TIERED USES

A. **Tiers.** The Property is hereby designated as one of two different tiers of usage which shall be designated as Tier 1 and Tier 2. The Review Board shall have authority to designate within the Park those sections which are designated solely for Tier 1 use and other portions of the Park which are designated solely for Tier 2 use. All provisions of these Rules apply to both Tier 1 and Tier 2 properties unless otherwise specifically stated. Each tier usage is described as follows:

1. **Tier 1 Uses, Limitation and Permitted Uses.** All uses (activities) in the Park shall be conducted entirely within an enclosed building except for the following: off street parking, trash collection, loading and unloading areas, signs, driveways, walkways, landscaping, and approved outdoor storage areas. It is anticipated that Tier 1 uses shall be for industrial, manufacturing, warehousing, distribution or high technology use, all of which are permitted under the light industrial zoning district as defined by the City as of the date these Rules are recorded, and which are not otherwise specifically excluded within these Rules.
2. **Tier 2 Uses, Limitation and Permitted Uses.** Tier 2 usage shall include all of those uses described in Tier 1 but shall also include businesses that require an open yard for the storage of vehicles, equipment and material incidental thereto. Uses within this description shall include oilfield related servicing companies, etc.

SECTION 4. PROHIBITED USES.

A. No portion of the Property for any purpose shall be used or occupied which produces smoke, dust, noise, odor, or vibration not in compliance with minimum performance standards as defined in Section 6 herein. In addition, the following uses are specifically prohibited:

1. Residential (other than as specifically permitted in Section 5, Paragraph L)
2. Commercial Incineration
3. Junk yards

4. Rubbish, Garbage, Trash Dumps or Refuse Centers
5. Retail sales; except for the sale of food, beverage and other such convenience items to occupant's employees so long as these items are not offered for sale to the general public.
6. Restaurants
7. Motels
8. Gas Stations
9. Membership Clubs
10. Manufacturing or processing of meat food products, including slaughter operations
11. Agricultural uses, except field crops
12. Community facilities, except fire stations, police substations or other similar municipal uses
13. **Public Utilities** *PSD WFE*
14. Outside storage; unless permitted as a Tier 2 use or otherwise approved by the Review Board
15. Storage, handling, treatment or disposal of hazardous, toxic or radioactive wastes
16. Any use which produces excessive smoke, dust, noise, odor or vibration in violation of city ordinances
17. The sale of any products or merchandise to the public.

SECTION 5. REQUIRED CONDITIONS.

A. **Setbacks.** No building, structure, parking or loading areas, except screening walls, landscaping, drives or monument signs shall be constructed or maintained in the following set backs:

1. Front and exterior side yard setbacks shall not be less than thirty (30) feet as measured from the back side of the street curb.
2. Interior side and rear yard setbacks shall not be less than twenty five (25) feet.
3. There is a 20 foot recreation easement for use of the general public that runs parallel to the East side of Airport Road and property ownership shall begin at the East edge of this easement. Property that abuts this easement shall be landscaped by the property owner and is subject to a 30 foot set back from the easement.

B. **Raw Materials and Equipment.** All raw materials and equipment shall be stored in completely enclosed buildings or shall otherwise be screened by such walls, fences or landscaping so as to attractively conceal areas visible from outside of the lot boundaries. This requirement shall apply to properties located in both Tier 1 and Tier 2.

C. **Maintenance Standards.** All buildings and surrounding portions of the Property shall be maintained in a manner wherein the grass shall be kept cut, weeds shall be kept cut, trash

and other refuse must be contained within closed containers or canisters.

D. **Signs.** Only one sign per facility shall be permitted and that sign shall be a permanent ground mounted structure in the front of the facility no less than ten (10) feet from the facility. The ground sign shall not be more than one hundred (100) square feet, and the maximum height of the sign shall be no more than ten (10) feet. The ground sign may be illuminated with industrial type spot lighting, but it may not be lighted by means of flashing or intermittent illumination. Any spot lighting must be aimed at the sign only and not directed at any surrounding area. Additional signage may be permitted with the written permission of the Review Board.

E. **Landscaping.** A landscaped area not less than thirty (30) feet wide shall be required along all street frontages. This area shall be measured from the back side of the street curb and shall be parallel to the street lines. Landscaped area not less than ten percent (10%) of the gross parking area shall be provided in and adjacent to the parking lot and shall include not less than one (1) tree for each twenty (20) parking spaces or fraction thereof. All dumpster areas shall be appropriately enclosed and landscaped, by the use of brick, rock or stone veneer, decorative concrete masonry units, concrete or masonry walls to include EIFS, wood or metal in such a way that it is architecturally consistent with the main building structure. Care should be taken by the property owners that landscaping does not in any way impair the line of sight for traffic at any intersection.

Each owner shall landscape that portion of its property between building or buildings and the curb line of abutting streets and shall remove undergrowth, weeds, debris and any other unsightly materials from the remainder of the property at such owner's expense. Each owner in the Park shall be required to maintain landscaping and property in a safe, clean and attractive condition. Should the Review Board find any owner negligent in this regard, it may give notice of the fact to the offending party. Within ten (10) days of the receipt thereof, such owner shall initiate corrective measures. Effective disregard of notices shall give the Review Board right to enter the offending property and undertake necessary maintenance at the expense of the owner thereof. Failure to reimburse the Review Board for these services within thirty (30) days after billing shall create a materialman's lien against the property in question.

No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building lines established herein.

F. **Parking.** It shall be the responsibility of each owner to provide sufficient parking space for employees, customers and visitors. Public streets and interior access roads shall not be used for parking.

No more than fifty (50%) percent of any front yard may be used for parking purposes.

Off-street parking areas shall be located at least thirty (30') feet from a public street or public easement adjoining said streets as measured from the back side of the street curb and at least ten (10') feet from any building. Off-street parking shall also be located at least fifteen (15') feet from any

interior property lines.

G. **Paving.** All driveways and parking areas shall be constructed with a hard surfaced pavement with curb and gutter and shall include adequate drainage facilities to dispose of all storm water. The decision of ingress and egress from Airport Road to property in the Park shall be reserved for specific approval by the Review Board and the City.

The percentage area of impervious surface material area shall not exceed seventy five (75%) percent of the lot area excluding buildings.

It shall be the owner's responsibility to extend driveways to the existing or presently projected streets at no expense to the City or the Trust, even though part of this construction is within the street right-of-way.

H. **Loading and Unloading.** For each facility at least one loading and unloading space shall be provided. Loading and unloading space visible from the street shall be properly maintained to ensure a neat and orderly appearance.

No loading or unloading spaces will be permitted in front yard areas.

I. **Construction and Appearance.** It is the purpose of the regulations and restrictions to promote an atmosphere where buildings are pleasing in appearance and harmonize with their surroundings. As a minimum requirement all building facades must be designed with architecturally finished materials. "Architecturally finished materials" are hereby described as: brick, rock or stone veneer, decorative concrete masonry units, or concrete or masonry walls to include EIFS (exterior insulation finish systems, Dryvit, etc.). All plans shall be approved by the Review Board prior to construction.

Buildings on corner lots shall have or be considered to have two (2) front yards (i.e. one facing each street).

J. **Subdividing.** Any further subdividing of any portion of the Property in the Park shall be prohibited without prior written approval of the Review Board.

K. **Temporary Structures.** Temporary structures are prohibited except when used to perform a function which will be performed by a permanent structure which is in the planning or construction stage. The use of a such a temporary structure is restricted to one year. All proposed temporary structures shall be approved by the Review Board. A building permit will be required.

Excluded are construction trailer offices or related office structures to a particular project, except construction job site materials trailers.

Mobile storage units will not be permitted.

L. **Temporary Lodging.** The property shall be used for commercial purposes only; however, an owner shall have the right to construct and maintain one residential living quarter on the property, and incorporated within the main building structure, for the sole purpose of temporary and not permanent residential occupancy for the owner, employees and/or family. "Temporary" under this Section, shall mean a time of occupancy for any one employee not totaling more than 30 consecutive days within one calendar year. This provision shall not be interpreted as in any way permitting even temporary use of a mobile home or manufactured home for lodging on the premises.

SECTION 6. PERFORMANCE STANDARDS.

A. All of the following minimum standards must be complied with and are applicable to both Tier 1 and Tier 2 properties:

1. **Standard Requirements.** All construction must be done in compliance with the building and fire safety codes of the City. All buildings shall conform to standards specified by the latest codes of the National Electric Code, I.C.C. Building Code, I.C.C. Plumbing Code, I.C.C. Mechanical Code, I.C.C. Fire prevention Code and the N.F.P.A. Life Safety Code.
2. **Fire and Explosion Hazards:** All activities shall be carried on only in structures which conform to the standards of the National Board of Fire Underwriters concerning the plant operation and storage of explosive raw materials, fuels, liquids, and finished products.
3. **Radioactivity:** All activities located within the Park shall comply with TITLE 10, Chapter 1, Part 20, Code of Federal Regulations, "Standards for Protection Against Radiation".
4. **Smoke, Fumes, Gases, Dust, Odors:** There shall be no excessive emission of any smoke, gas, fumes, dust or odors. These and any other atmospheric pollutant which is detectable to the human senses at the boundaries of the lot occupied by such use is prohibited. In any case, the limit of such emission of air pollutants shall be subject to the approval or acceptance of the Review Board.
5. **Vibration:** There shall be no vibration, which is discernible to the human sense of feeling beyond the immediate site on which such use is conducted.
6. **Noise.** Noise which is determined by neighbors to be objectionable because of volume, frequency, or beast shall be muffled or otherwise controlled, except fire sirens and related apparatus used solely for public purposes shall be exempt from this requirement.

7. **Liquid or Solid Wastes.** The discharge of untreated industrial wastes into a stream or open or closed drain is prohibited. The Department of Environment Quality shall approve all methods of sewage and industrial waste treatment and disposal. More specifically, all sanitary and process liquid waste shall be discharged into the sewer in strict accordance with the regulations of the Sewer Utility of the City.
8. **Site Drainage.** No driveways, walks, parking areas, etc. may be constructed across any drainage ditch, channel, or swale without providing adequate culverts or waterway openings for natural drainage. Such culverts, etc. shall provide minimum waterway opening and shall be at the proper gradient as established in the Property Development Plans as furnished by the City. No rain and storm water run-off or such drainage as roof water, street pavement and surface water caused by natural precipitation or ground water from footing or foundation drains or other sub-surface water drainage shall at any time be discharged into or permitted to flow into the sanitary sewer system, which shall be a separate sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned storm water, surface and sub-surface sewer system.

SECTION 7. GENERAL PROVISIONS.

A. **Term.** These Rules are to be construed as covenants that run with the land and they shall be binding on owners on any and all of said lots in the Park, and on all persons claiming under them for a period of twenty five (25) years from the date these Rules are recorded, after which time these Rules shall be automatically extended for successive periods of ten (10) years each. The Rules may be amended by an instrument approved by the Review Board and ratified by an instrument signed by the owners representing seventy five (75%) percent of the Park.

B. **Enforcement and Invalidation.** The Review Board may enforce these Rules by injunctive process or other available legal remedies. Property owners aggrieved by violations of the Rules shall bring them to the attention of the Review Board for action and enforcement. The Review Board shall have the option of assigning enforcement responsibilities or working in conjunction with the City to enforce these Rules or any other restrictions or regulations imposed by the City or other governing bodies. In no way shall the invalidation of any provision of these Rules affect any of the other provisions which shall remain in full force and effect.

C. **Constructive Notice and Acceptance.** Every person or business entity who now or hereafter buys, acquires, leases or subleases any right of any interest in any portion of the Property is and shall be conclusively deemed to have consented and agreed to every term, covenant, condition and restriction contained herein, whether or not any reference to these Rules are contained in the instrument by which such person acquired an interest in the Property.

D. **Notice of Right-of-Way Easement.** All subsequent owners of Blocks 1, 5, 6 and 7 or any person or business entity who hereafter buys, acquires, leases or subleases any right of interest in the Park are further informed and notified of the existence of an underground pipeline right-of-way for the transportation of natural gas which is currently owned and operated by Enogex Gas Gathering, LLC, as further depicted on the tract plat. These Rules of the Park hereby incorporate all of the provisions contained within the AGREEMENT FOR CONSTRUCTION AND OPERATION OF IMPROVEMENTS AND RIGHT-OF-WAY EASEMENT, between the Weatherford Industrial Trust and Enogex Gas Gathering, LLC, which was filed of record with the Custer County Clerk, Custer County, Oklahoma, on the 20th day of February, 2007, and recorded in Book 1345, Pages 184-187, of the Miscellaneous Records of the Custer County Clerk. All subsequent owners are hereby deemed to have knowledge and to agree to every covenant, condition and restriction contained within said right-of-way easement agreement, whether or not any reference to these Rules are contained in the instrument by which such person acquired an interest in the Property.

These Rules are adopted and approved by unanimous vote in the City of Weatherford, Custer County, Oklahoma, this 21st day of February, 2007.

Board of Directors of the Weatherford Industrial Trust:

By: Bruce Magill
Bruce Magill, Chairman

By: Joe Johns
Joe Johns

By: Marvin Hankins
Marvin Hankins

ACKNOWLEDGMENT

STATE OF OKLAHOMA,

:SS

COUNTY OF CUSTER,

On this 21st day of February, 2007, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Bruce Magill, Joe Johns and Marvin Hankins, as the Board of Directors of the Weatherford Industrial Trust, to me known to be the identical persons who executed the within and foregoing instrument for the uses and the purposes set forth, and acknowledged to me that they executed the same as their free and voluntary act and deed.

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

My commission expires:



[Signature]
Notary Public #

RETURN TO
American Guaranty Title Company
4040 N. Tulsa
Oklahoma City, Oklahoma 73112
Attention: *Samuel Garcia*
#08092237

I-2008-008414 Book 1418 Pg: 575
11/20/2008 2:48 pm Page(s) 575-581
Fee: \$ 25.00 Doc: \$ 0.00
Karen Fry - Custer County Clerk
State of Oklahoma



WAIVER AND RELEASE OF RESTRICTIVE COVENANT

20/5
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This Waiver, Release, of Restrictive Covenant ("Instrument") is made as of this 11/16 day of November, 2008, by Public Service Company of Oklahoma ("PSO"), an Oklahoma corporation, the Board of Directors of the Weatherford Industrial Trust ("WIT"), and the current property owners located in the Weatherford Business and Industrial Park, known as Offshore Energy Services, Inc. and BHLLS Property, Inc. (hereinafter collectively referred to as "OWNERS").

RECITALS

- A. PSO and WIT entered into a certain Contract for the Sale and Purchase of Real Estate ("Contract") by and between The Weatherford Industrial Trust, as "Seller", and Public Service Company of Oklahoma, as "Buyer", effective August 4, 2008 to purchase approximately 6 acres of real property within the Weatherford Business and Technology Park. Described as follows:

A Part of Lot 1, Block 7 of The Weatherford Business and Technology Park as shown on the Recorded Plat thereof; Said Tract of Land being located in the NW 1/4 of Section 2, T12N, R14W, 1.M., Custer County, Weatherford, Oklahoma, and being more particularly described as follows:

Commencing at the SW 1/4 corner of said NW 1/4; thence S89°28'58"E along the south line of said NW 1/4 a distance of 539.75 feet to the point or place of beginning; thence N00°23'48"E and parallel to the west line of said NW 1/4, a distance of 466.14 feet, to a point on the south right of way of Commerce Street, as shown on said plat; thence S89°36'12"E along said right of way a distance of 560.25 feet; thence S00°23'48"W and parallel to the west line of said NW 1/4, a distance of 467.32 feet, to a point on the south line of said Block 7; thence N89°28'58"W along said south line of Block 7 a distance of 560.25 feet, to the point or place of beginning.

Said tract of land containing 261,483.9819 sq. ft.± or 6.0028 acres±. The basis of bearing for this description is S89°28'58"E along the South line of said NW 1/4.

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11/20/2008 2:48 pm Page(s) 575-581
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Karen Fry - Custer County Clerk
State of Oklahoma

- B. Said property is encumbered by the Weatherford Business & Technology Park, Park Development Rules, Regulations & Restrictive Covenants recorded in Book 1347, Page 169 (the "Restrictive Covenants") of Custer County, Oklahoma.
- C. Section 4.A. Prohibited Uses, Item 13 includes language that states "Public Utilities" is a prohibited use under the terms of the restrictive covenants.
- D. PSO is a "Public Utility" and intends to construct a service center upon the property to be acquired.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PSO, WIT, and the current OWNERS of real estate within the Weatherford Business and Technology Park, agree as follows:

1. PSO's purchase and PSO's use of the above described property for the construction of a public utility service center qualifies as a "Tier 2 Use" under Section 3. Establishment of Tiered Uses of the Restrictive Covenants; and to the extent such use is a violation of Section 4.A. Prohibited Uses, Item 13 of the Restrictive Covenants, and such restriction is hereby forever waived and released by the parties.
2. Future purchasers of property in the Weatherford Business & Technology Park will be provided a copy of this Instrument together with the Restrictive Covenants, prior to their purchase of property in the Weatherford Business & Technology Park.
3. This Instrument shall be binding upon the parties hereto and their heirs, personal representatives, successors and assigns.
4. This Instrument may be executed in separate counterparts, each of which shall constitute one and the same Instrument.

IN WITNESS WHEREOF, this Instrument has been executed by the undersigned parties as of the date first above written.

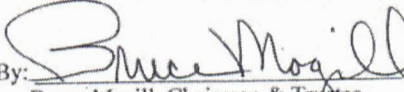
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11/20/2008 2:48 pm Page(s) 575-581
Fee: \$ 25.00 Doc: \$ 0.00
Karen Fry - Custer County Clerk
State of Oklahoma

Signed and delivered this ____ day of November, 2008, by Roy A. Strawser, Manager,
Real Estate Asset Management, American Electric Power Service Corporation, as Attorney in
Fact for PSO pursuant to Power of Attorney filed on the 11th day of February, 2008, in the
Records of Rogers County, Oklahoma, in Book 1931, Page 814.

PUBLIC SERVICE COMPANY OF OKLAHOMA

By: _____
Roy A. Strawser
Attorney in Fact

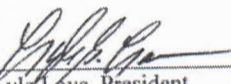
WEATHERFORD INDUSTRIAL TRUST

By: 
Bruce Magill, Chairman & Trustee
Authorized Signer

OFFSHORE ENERGY SERVICES, INC.

By: 
Gary R. Garber, Vice President

BHLLS PROPERTIES, INC.

By: 
Lyle Love, President

STATE OF _____)


152

I-2008-008414 Book 1418 Pg. 579
11/20/2008 2:48 pm Page(s) 575-581
Fee: \$ 25.00 Doc: \$ 0.00
Karen Fry - Custer County Clerk
State of Oklahoma

STATE OF Ohio)
) SS:
COUNTY OF Franklin)

Before me, a Notary Public in and for said County and State, personally appeared Roy A. Strawser, Attorney in Fact for PUBLIC SERVICE COMPANY OF OKLAHOMA, who, having been first duly sworn, acknowledged the execution of the foregoing Instrument for and on behalf of said corporation.

Witness my hand and Notarial Seal this 5th day of November, 2008.

My Commission  JOYCE H. LEACHMAN Joyce H. Leach Notary Public
In and for the State of Ohio Joyce H. Leachman (Printed Name)
My Commission Expires August 1, 2010 A resident of Licking County

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Bruce Magill, the Chairman and Trustee, of WEATHERFORD INDUSTRIAL TRUST, who, having been first duly sworn, acknowledged the execution of the foregoing Instrument for and on behalf of said corporation.

Witness my hand and Notarial Seal this _____ day of _____, 2008.

My Commission Expires: _____ Notary Public
_____ (Printed Name)
A resident of _____ County

153

I-2008-008414 Book 1418 Pg. 581
11/20/2008 2:48 pm Page(s) 575-581
Fee: \$ 25.00 Doc: \$ 0.00
Karen Fry - Custer County Clerk
State of Oklahoma

Before me, a Notary Public in and for said County and State, personally appeared Gary R. Garber, the Vice President of OFFSHORE ENERGY SERVICES, INC., who, having been first duly sworn, acknowledged the execution of the foregoing Instrument for and on behalf of said corporation.

Witness my hand and Notarial Seal this 16 day of November, 2008.

Dana Leigh Carson
Notary Public
DANA LEIGH CARSON
(Printed Name)
A resident of CUSTER County

My Commission Expires:
6-16-2011
Comm# 03009018

STATE OF OKLAHOMA)
) SS:
COUNTY OF CUSTER)

Before me, a Notary Public in and for said County and State, personally appeared Lyle Love, the President of BHLLS PROPERTIES, INC., who, having been first duly sworn, acknowledged the execution of the foregoing Instrument for and on behalf of said corporation.

Witness my hand and Notarial Seal this 7th day of November, 2008.

Diana L. Mackey
Notary Public
Diana L. Mackey
(Printed Name)
A resident of Custer County

