

PRELIMINARY PLAT
KUM & GO 1866 ADDITION

A SUBDIVISION WITHIN BATTLE CREEK PUD (PUD 94) TO THE CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF THE
SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE
INDIAN BASE AND MERIDIAN 2.07 ACRES, 1 LOT, 1 BLOCK

DEED OF DEDICATION & RESTRICTIVE COVENANTS
FOR KUM & GO 1866 ADDITION

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAS EXECUTED THIS INSTRUMENT
THIS ____ DAY OF _____, 2016,

KNOW ALL MEN BY THE PRESENTS:

KUM & GO 1866 ADDITION AND REIP, LLC, HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER", IS
THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA
COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION 27, TOWNSHIP
19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO
THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION 27, THENCE N
88°33'00" E ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 364.74 FEET, THENCE N 01°20'03" W A DISTANCE
OF 366.57 FEET, THENCE S 88°33'00" W A DISTANCE OF 364.74 FEET, THENCE N 88°33'00" E A DISTANCE OF 364.74
FEET, THENCE S 01°20'03" E A DISTANCE OF 366.57 FEET TO THE POINT OF BEGINNING, CONTAINING 133,738 SQUARE
FEET OR 3.07 ACRES, MORE OR LESS.

THE OWNER HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO
ONE (1) LOT IN ONE (1) BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE
"PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "KUM & GO 1866 ADDITION" A SUBDIVISION IN THE CITY OF
BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA HEREINAFTER THE "SUBDIVISION" OR "KUM & GO 1866
ADDITION").

SECTION I. EASEMENTS AND UTILITIES

A. PUBLIC UTILITY EASEMENT

- 1. THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE, THE STREETS AS DEPICTED ON THE PLAT, AND DOES FURTHER
DEDICATE FOR THE PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE PLAT AS 1/2" 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 VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER
APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE
USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED
HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER
LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS
WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN
THE UTILITY EASEMENTS, PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NONOBSTRUCTING
IMPROVEMENTS.

B. WATER AND SEWER SERVICE

- 1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS
LOCATED ON THE LOT.
- 2. WITHIN THE DEPICTED UTILITY EASEMENTS AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE
CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR
ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED.
WITHIN THE UTILITY EASEMENTS, 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 APERTURE, INCLUDING
VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE
OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BROKEN ARROW, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT
THE LOT 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, HIS AGENT OR CONTRACTORS.
- 4. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR
EQUIPMENT TO ALL EASEMENTS-WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF
DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF
UNDERGROUND WATER OR SEWER FACILITIES.
- 5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE CITY OF BROKEN
ARROW OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. UNDERGROUND SERVICE

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION AND CABLE TELEVISION SERVICES
MAY BE LOCATED WITHIN THE PERIMETER 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 RIGHTS-OF-WAY OF THE PUBLIC STREETS 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 THE 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 C 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.

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 THEIR 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 D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS
SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

- 1. EACH LOT, IN ACCORDANCE WITH THE FINISH GRADING PLAN, 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 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 THE
LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT
OWNER AND BY THE CITY OF BROKEN ARROW.

F. 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.

G. RIGHTS OF INGRESS AND EGRESS

- 1. THE OWNER HEREBY RELINQUISHES RIGHTS OF INGRESS AND EGRESS TO AND FROM THE ABOVE-DESCRIBED PROPERTY
TO AND FROM NORTH ASPEN AVENUE AND WEST OMAHA STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO
ACCESS" OR "L.N.A." ON THE PLAT, EXCEPT AS MAY HERINAFTER BE RELEASED, ALTERED OR AMENDED BY THE CITY OF
BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, OR AS IS OTHERWISE PROVIDED BY THE STATUTES OR LAWS OF
THE STATE OF OKLAHOMA PERTAINING THERETO.

D. DETENTION EASEMENT.

- 1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, FOR PUBLIC USE (SUBJECT TO
EASEMENTS OF RECORD) A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON
THE ACCOMPANYING PLAT AS DETENTION EASEMENT FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE,
DETENTION AND DISCHARGE OF STORMWATER RUN-OFF FROM THE SUBDIVISION.
- 2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN SAID EASEMENT AREA SHALL BE IN ACCORDANCE
WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- 3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DETENTION EASEMENTS
AREA NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREA UNLESS
APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW.
- 4. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE LOT OWNER, TO THE EXTENT NECESSARY
TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND
REMOVAL OF OBSTRUCTIONS AND SILTATION. SAID DETENTION FACILITIES SHALL BE MAINTAINED BY THE LOT OWNER.
- 5. LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED WITHIN THE DETENTION EASEMENTS.
- 6. IN THE EVENT THE LOT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION AND OTHER DRAINAGE
FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADES
OR CONTOURS THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER 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 COST THEREOF SHALL BE PAID BY
THE LOT OWNER. IN THE EVENT THE LOT 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. A
LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

I. MUTUAL ACCESS EASEMENT

- 1. THE OWNER/DEVELOPER HEREBY GRANTS AND ESTABLISHES A PERPETUAL NON-EXCLUSIVE MUTUAL ACCESS EASEMENT
FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN PASSAGE TO AND FROM THE LOTS TO AND FROM
PUBLIC STREETS ON, OVER AND ACROSS THE AREA WITHIN THE LOTS DEPICTED ON THE ACCOMPANYING PLAT AS
"MUTUAL ACCESS EASEMENT".

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, KUM & GO 1866 ADDITION WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (ENTITLED PUD NO. 94) PURSUANT
TO SECTION 3 OF ARTICLE VII OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA AS AMENDED AND
EXISTING ON NOVEMBER 16, 1995 (HEREINAFTER THE "BROKEN ARROW ZONING CODE") AND,

WHEREAS, PUD NO. 94 WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION AND APPROVED
BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON NOVEMBER 16, 1995.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT
OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO
ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND,

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN
ORDERLY DEVELOPMENT AND TO ASSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER,
ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE
COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND
ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH:

DEVELOPMENT STANDARDS

PERMITTED USES: AS PERMITTED WITHIN C-2 DISTRICT BY RIGHT OR SPECIAL EXCEPTION.

MAXIMUM STORIES: TWO (2) STORIES

MAXIMUM BUILDING HEIGHT: 35 FEET

MINIMUM INTERNAL LANDSCAPE OPEN SPACE: 10% OF NET AREA
REQUIRED INTERNAL LANDSCAPED OPEN SPACE SHALL INCLUDE PERIMETER LANDSCAPING WITHIN THE
DEVELOPMENT AREA BOUNDARIES, PARKING ISLANDS AND PLAZAS, BUT SHALL EXCLUDE WALKWAYS WHICH
SOLELY PROVIDE MINIMUM PEDESTRIAN CIRCULATION.

MINIMUM BUILDING SETBACKS:
FROM ABUTTING PUBLIC/PRIVATE STREET: 50 FEET
FROM ABUTTING RESIDENTIAL DEVELOPMENT AREA: 50 FEET
FROM ABUTTING COMMERCIAL OR INDUSTRIAL DISTRICT: 30 FEET
REAR YARDS: 50 FEET
SIDE YARDS: 15 FEET

MINIMUM PARKING RATIO: ONE SPACE PER 200 SF
OF FLOOR AREA

SIGN STANDARDS:

ALL SIGNS WILL CONFORM TO ARTICLE IX OF THE ZONING ORDINANCE FOR THE CITY OF BROKEN ARROW,
OKLAHOMA.

LIGHTING:

FLOOD LIGHTING WILL BE USED FROM A DECORATIVE STANDARD IN PARKING AREAS. UP LIGHTING WILL BE
USED ON BUILDINGS, SIGNS, AND VARIOUS LANDSCAPE ELEMENTS. LOW LIGHTING WILL BE USED IN SOME
LANDSCAPE AREAS, COURT YARD PLAZAS, STEPS AND WALKWAYS.

DETAILED SITE PLAN: PRIOR TO THE ISSUANCE OF A PERMIT FOR CONSTRUCTION FOR EACH DEVELOPMENT
AREA WITHIN THE PLAT, A DETAILED SITE PLAN, WHICH INCLUDES ALL BUILDINGS, PARKING AND LANDSCAPING
AREAS, WILL BE SUBMITTED TO THE CITY OF BROKEN ARROW AND APPROVED AS BEING CONSISTENT WITH
CONCEPTS AND DEVELOPMENT STANDARDS OF THE PLANNED UNIT DEVELOPMENT.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

- 1. THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING
UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS
AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING
THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY
THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF
BROKEN ARROW, OKLAHOMA.

B. DURATION

- 1. THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY
EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN (30) YEARS FROM THE DATE OF
THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER
PROVIDED.

C. AMENDMENT

- 1. THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES, MAY BE AMENDED OR
TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF
THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE
BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW,
OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET
FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

- 1. 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 OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL
FORCE AND EFFECT.

REIP, LLC

BY _____
COLEMAN ROBISON

NOTARY PUBLIC

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON
THIS ____ DAY OF _____, 2016, PERSONALLY APPEARED _____
TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER
THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGER AND ACKNOWLEDGED
TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AS THE
FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES
AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, A. B. WATSON, JR., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OKLAHOMA,
DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND
PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT
DESIGNATED HEREIN AS "KUM & GO 1866 ADDITION", A SUBDIVISION IN THE CITY OF
BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE
SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR
EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS ____ DAY OF _____, 20____

A. B. WATSON JR. OK. PLS. 1057

NOTARY PUBLIC

STATE OF)
COUNTY) SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON
THIS ____ DAY OF _____, 2016, PERSONALLY APPEARED A. B. WATSON JR.,
TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED
PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY 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. IN WITNESS WHEREOF, I HAVE SET
MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

NOTARY PUBLIC

