

Peak Broken Arrow Addition

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT Peak Broken Arrow Addition AND Peak Development Partners, HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER", ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

Legal Description:

A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Thirty-Three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty-three (33); Thence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of 2574.83 feet; Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning; Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by "Aspen Creek Towne Centre I", Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W a distance of 17.29 feet; Thence continuing along said Southerly Right-of-Way, N 46°21'44" W a distance of 35.32 feet; Thence continuing along said Southerly Right-of-Way, S 88°34'50" W a distance of 186.32 feet; Thence continuing along said Southerly Right-of-Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02", a chord bearing of S 64°12'19" W, and a chord length of 255.88 feet; Thence along the Southwesterly boundary of said "Aspen Creek Towne Centre I", N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty-three (33); Thence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33), S 88°36'00" W a distance of 48.45 feet; Thence S 51°56'46" W a distance of 337.17 feet; Thence S 16°07'11" W a distance of 528.32 feet; Thence S 78°45'41" W a distance of 178.59 feet; Thence N 88°49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33); Thence along said West line, S 01°16'42" E a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority; Thence continuing along said Right-of-Way, S 88°49'30" E a distance of 13.89 feet; Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet; Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet; Thence continuing along said Right-of-Way, N 05°47'20" E a distance of 564.41 feet to the POINT OF BEGINNING.

(Containing 616,675 square feet, or 14.16 Acres, more or less).

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 land, under the name of 'PEAK BROKEN ARROW ADDITION', an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION I. 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, maintenance, 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. Private service lines and private storm sewer lines may cross the public utility easements but not be located in the easement and run parallel inside the easement. Franchise utilities defined in section 1.2 may be located in the public utility easements.

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:

- Overhead pole lines for the supply of electric, telephone and cable television service 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 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.
- 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 upon that the installation of such 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.
- 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 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 will pay for damage or relocation so such facilities caused or necessitated by acts of such owner of 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 easements 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. All private storm sewer is the responsibility of the lot owner.

f. 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. OWNER RESPONSIBILITY WITHIN EASEMENTS

The owner of the PEAK BROKEN ARROW ADDITION 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.

5. LAND USE

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

6. 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. Sidewalks along street frontages in reserve areas need to be constructed with the streets.

7. 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.

8. BUILDING MATERIALS

Building designs, facades and materials shall comply with the minimum standards set forth in ll applicable City of Broken Arrow ordinances and regulations.

9. LANDSCAPED AREA AND SCREENING

All landscaping and screening shall meet or exceed the requirements and ordinances of the City of Broken Arrow.

10. MUTUAL ACCESS EASEMENTS

Mutual access easements are required to be provided by all plotted lots and lots created by future lot splits or re-plat for the purposes of permitting vehicular and pedestrian access to and from the streets and areas adjacent to and within the "Property". Such easement(s) shall be for the mutual use and benefit of owners of lots within the "Property", their respective guests, invitees, successors and assigns, and shall be appurtenant to each affected lot owner, provided governmental agencies and the suppliers of utility services shall have the reasonable use of such easements incidental to the provision of services to the lots within the "Property".

11. LIMITS OF NO ACCESS

The owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to the streets as depicted on this plat as "Limits of No Access" (LNA). Limits of access and no access may be amended or released by the Broken Arrow Planning Commission, or its successor and with the approval of the City of Broken Arrow.

SECTION II. RESERVE AREA DRAINAGE AND DETENTION EASEMENT

The owner does dedicate Reserve Areas, Overland Drainage and Detention Easement as designated on this plat for the purposes of permitting the flow conveyance, detention, discharge and perpetual drainage of stormwater runoff over and across property as designated on this Plat as approved by the city of Broken Arrow. Detention and other drainage facilities constructed within said reserve, drainage and detention easement area shall be in accordance with standards and specifications approved by the city of Broken Arrow. No fence, wall, building or other obstruction may be placed or maintained in the detention easement area nor shall there be any iteration of the grades or contours in such easement area unless approved by engineering and construction department of the city of Broken Arrow. The Owner/Developer of is permitted to install landscaping, lighting, signage, and irrigation systems in Reserve. It is also expressly understood that the maintenance of Reserve, is the responsibility of the Owner/Developer of. The City of Broken Arrow shall have no liability for any damage to, including but, not limited to signage, lighting, landscaping, or irrigation systems within Reserve. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the Broken Arrow Development Authority.

SECTION III. 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 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 Peak Development Partners.

2. Peak Development Partners, 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 Peak Development Partners and filed in the office of the Tulsa County Clerk.

3. Invalidation of any restriction set forth herein, or any part thereof, by any order, judgment, or decree of any court or otherwise shall not invalidate or affect any of the other restrictions or any part thereof that's set forth herein which shall remain in full force and effect.

In witness whereof_____has executed this

instrument on this_____day of _____, 2025.

Peak Development Partners

By:_____Partner

STATE OF OKLAHOMA)

COUNTY OF TULSA)

This instrument was acknowledged before me on this_____ day of _____ 2025,

by_____for Broken Arrow Development Authority

Notary Public

My Commission expires:

CERTIFICATE OF SURVEY

I, (Jacob R. Carroll), A REGISTERED LAND SURVEYOR, IN THE STATE OF 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 "Peak Broken Arrow 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 _28th_ DAY OF _MARCH_, 2025.

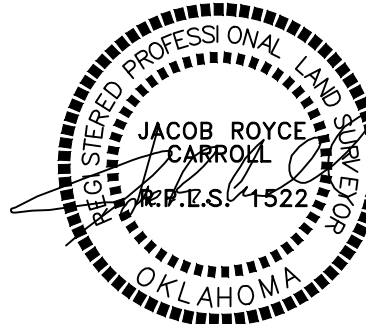
Jacob R. Carroll

LICENSED LAND SURVEYOR

OKLAHOMA NO. CA# 4568, Expires 06/30/26

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA) SS



BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON

THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED (Name),

TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: (SEAL)