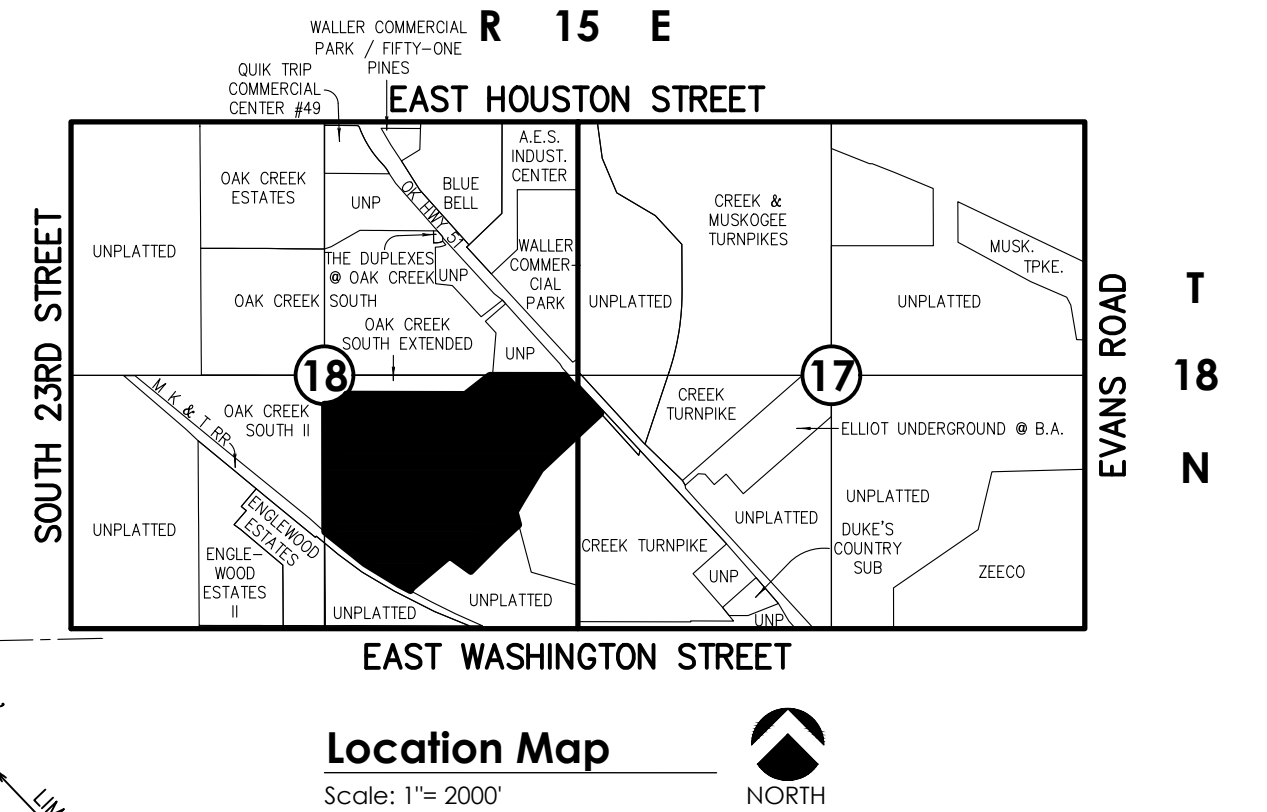


Conditional Final Plat

CREEK 51 BUSINESS PARK

PUD 204A

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHTEEN (18), AND
A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17),
ALL LYING WITHIN TOWNSHIP EIGHTEEN (18) NORTH, RANGE (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA
8600 E. Highway 51



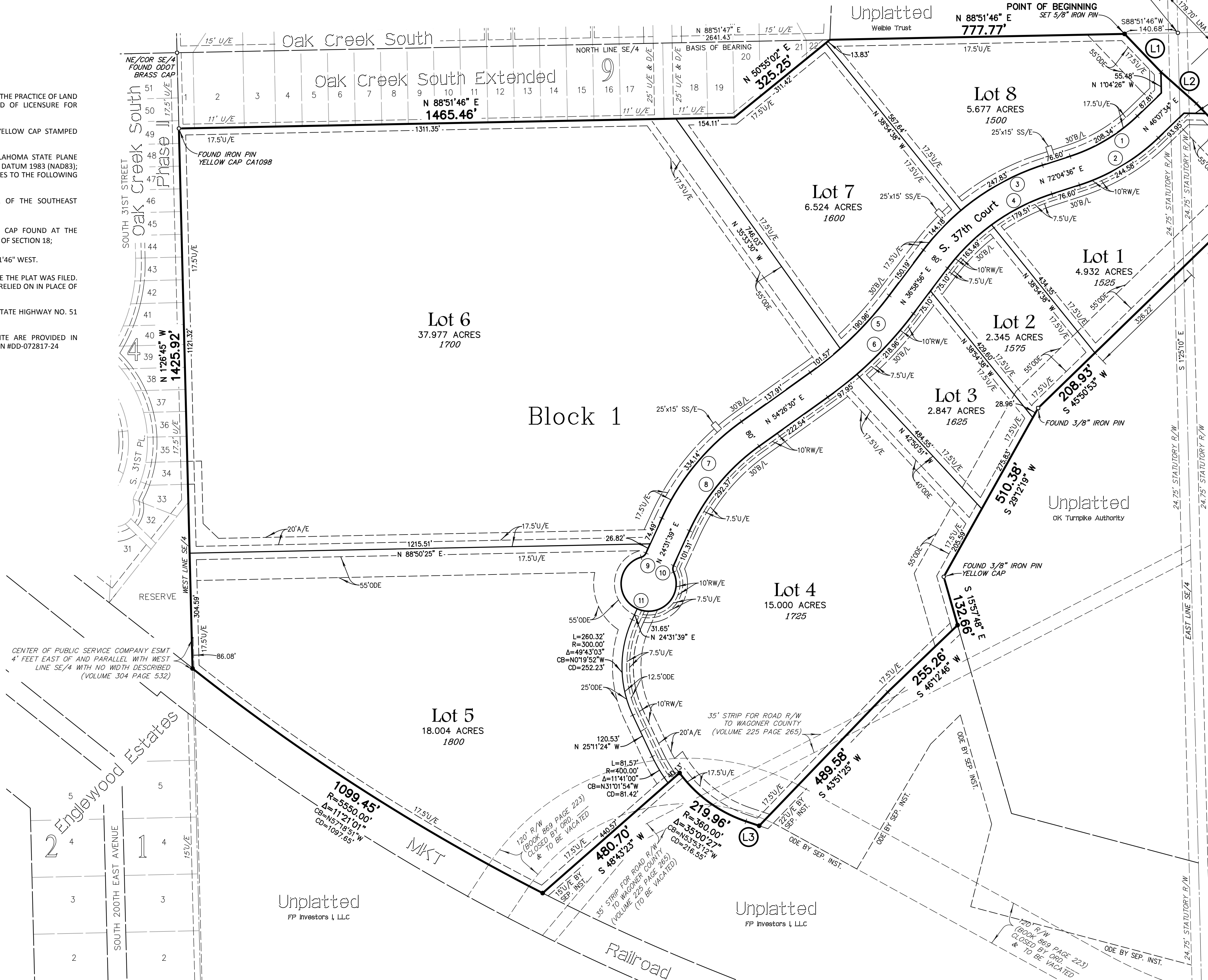
Notes:

- 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 LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
(1) MAGNETIC NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 18;
(2) OKLAHOMA DEPARTMENT OF TRANSPORTATION BRASS CAP FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 18;
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°51'46" WEST.
- ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY VIRTUE OF STATE HIGHWAY NO. 51 RIGHT-OF-WAY AS PRESENTLY LOCATED.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION HDD-072817-24

OWNER:
Creek 51 Business Park, LLC
A TEXAS LIMITED LIABILITY COMPANY
CONTACT: REX ROBERTSON
Email: rex@forddevelopment.net
16400 Dallas Parkway, Suite 140
Dallas, Texas 75248-1389
Phone: (972) 858-1111

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2021
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

DATE OF PREPARATION: October 25, 2019



Location Map
Scale: 1"= 2000'

SUBDIVISION CONTAINS:
EIGHT (8) LOTS
IN ONE (1) BLOCK
GROSS SUBDIVISION AREA: 97.208 ACRES
NET SUBDIVISION AREA: 93.306 ACRES

LEGEND

A/E	ACCESS EASEMENT
B/L	BUILDING LINE
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
Δ	DELTA ANGLE
D/E	DRAINAGE EASEMENT
EAE	EMERGENCY ACCESS EASEMENT
ESMT	EASEMENT
SEP INST	SEPARATE INSTRUMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
ORD.	ORDINANCE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R	RADIUS
RW/E	RESTRICTIVE WATER EASEMENT
R/W	RIGHT-OF-WAY
SS/E	STORM SEWER EASEMENT
U/E	UTILITY EASEMENT
1/2" Δ	ADDRESS ASSIGNED
●	SET MONUMENT
○	FOUND MONUMENT

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD(BRG) (CB)	CHORD(DI) (CD)
1	208.34'	460.00'	25°57'02"	N59°06'05"E	206.57'
2	244.58'	540.00'	25°57'02"	N59°06'05"E	242.49'
3	392.01'	640.00'	35°05'39"	N54°31'46"E	385.91'
4	343.01'	560.00'	35°05'39"	N54°31'46"E	337.67'
5	292.53'	960.00'	17°27'33"	N45°42'43"E	291.40'
6	316.91'	1040.00'	17°27'33"	N45°42'43"E	315.69'
7	334.14'	640.00'	29°54'50"	N39°29'05"E	330.36'
8	292.37'	560.00'	29°54'50"	N39°29'05"E	289.06'
9	17.33'	20.00'	49°38'53"	N49°21'06"E	16.79'
10	17.33'	20.00'	49°38'53"	N07°17'47"W	16.79'
11	354.23'	72.67'	279°17'47"	N65°28'21"W	94.10'

Line Table

LINE	LENGTH	BEARING
L1	138.88'	S 43°41'37" E
L2	125.40'	S 48°16'03" E
L3	37.10'	N 71°23'26" W

TREASURER CERTIFICATION

I, _____ hereby certify that the _____ and back taxes
have been paid on the above described property according to the _____
tax rolls
By _____
Wagoner County Treasurer / Deputy
Dated _____ 20____

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

Creek 51 Business Park
CASE NO. PT17-115A
SHEET 1 OF 3

Conditional Final Plat

CREEK 51 BUSINESS PARK

PUD 204A

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHTEEN (18), AND
A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17),
ALL LYING WITHIN TOWNSHIP EIGHTEEN (18) NORTH, RANGE (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT CREEK 51 BUSINESS PARK, LLC, A TEXAS LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHTEEN (18), AND A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17), ALL LYING WITHIN TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF THE SE/4 OF SECTION 18; THENCE S 88°51'46" W AND ALONG THE NORTH LINE OF SAID SE/4 A DISTANCE OF 140.68 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE RIGHT-OF-WAY OF U.S. HIGHWAY 51 AS IS IT CURRENTLY LOCATED FOR THE FOLLOWING 3 COURSES: S 43°41'37" E FOR A DISTANCE OF 138.88 FEET; THENCE S 48°16'03" E FOR A DISTANCE OF 125.40 FEET; THENCE S 43°41'38" E FOR A DISTANCE OF 285.79 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE OKLAHOMA TURNPIKE AUTHORITY, CREEK TURNPIKE; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING 4 COURSES: S 45°12'22" W FOR A DISTANCE OF 648.11 FEET; THENCE S 45°50'53" W FOR A DISTANCE OF 208.93 FEET; THENCE S 29°12'19" W FOR A DISTANCE OF 510.38 FEET; THENCE S 15°57'48" E FOR A DISTANCE OF 132.66 FEET; THENCE S 46°12'46" W FOR A DISTANCE OF 255.26 FEET; THENCE S 43°51'25" W FOR A DISTANCE OF 489.58 FEET; THENCE N 71°23'26" W FOR A DISTANCE OF 37.10 FEET; THENCE ALONG A 360.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 35°00'27" A CHORD BEARING AND DISTANCE OF N 53°53'12" W FOR 255.55 FEET; THENCE S 43°41'37" E FOR A DISTANCE OF 219.96 FEET; THENCE S 48°43'23" W FOR A DISTANCE OF 480.70 FEET TO A POINT ON THE M.K. & T. RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG A 5550.00 RADIUS NON-TANGENTIAL CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF N 62°59'22" W A CENTRAL ANGLE OF 11°21'01" A CHORD BEARING AND DISTANCE OF N 57°18'51" W FOR 1097.65 FEET FOR AN ARC DISTANCE OF 1099.45 FEET; THENCE N 01°20'45" W FOR A DISTANCE OF 1425.92 FEET TO A POINT BEING THE SW CORNER OF OAK CREEK SOUTH EXTENDED, A SUBDIVISION IN BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, RECORDED IN BOOK 2059, PAGE 671; THENCE ALONG SAID SOUTH SUBDIVISION LINE FOR THE FOLLOWING 2 COURSES: N 88°51'46" E FOR A DISTANCE OF 1465.46 FEET; THENCE N 50°55'02" E FOR A DISTANCE OF 325.25 FEET; THENCE N 88°51'46" E FOR A DISTANCE OF 777.77 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4,234,399 SQUARE FEET OR 97.208 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (1) MAGNETIC NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 18;
- (2) OKLAHOMA DEPARTMENT OF TRANSPORTATION BRASS CAP FOUND AT THE NORTHWEST CORNER OF SOUTHEAST QUARTER (SE/4) OF SECTION 18;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°51'46" WEST.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO EIGHT (8) LOTS IN ONE (1) BLOCK AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "CREEK 51 BUSINESS PARK", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "CREEK 51 BUSINESS PARK"), THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS.

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT 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, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER 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 WATERLINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE.

1. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWERS, STORM SEWERS, AND STORM WATER DRAINAGE FACILITIES LOCATED THE LOT.

2. WITHIN THE UTILITY EASEMENTS 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, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS, SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND STORM SEWERS AND APPURTENANCES, AND WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW AND WAGONER COUNTY RURAL WATER DISTRICT #4, OR THEIR RESPECTIVE SUCCESSORS, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THEIR UNDERGROUND WATER, SANITARY SEWER, AND STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. UNDERGROUND SERVICE.

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, 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 UTILITY EASEMENTS.

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 SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR RESPECTIVE AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS 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, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT OWNER AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF BROKEN ARROW OR THE SUPPLIER OF UTILITY SERVICES IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY 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.

E. SANITARY SEWER EASEMENTS.

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "SANITARY SEWER EASEMENT" OR "SSE" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING SANITARY SEWER LINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, MANHOLES, LAMPPOLES AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATED.

F. OVERLAND DRAINAGE EASEMENTS.

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSE OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BY ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

4. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT CONTAINING SUCH EASEMENTS, UNTIL AND UNLESS SUCH MAINTENANCE RESPONSIBILITY IS ASSUMED BY THE PROPERTY OWNERS' ASSOCIATION, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES, REMOVAL OF OBSTRUCTIONS AND SILTATION, AND CUSTOMARY GROUNDS MAINTENANCE, IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OR PROPERTY OWNERS' ASSOCIATION, AS THE CASE MAY BE, FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE UNAPPROVED ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY SAID LOT OWNER OR THE ASSOCIATION, AS THE CASE MAY BE. IN THE EVENT THE RESPONSIBLE PARTY FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE AFFECTED LOT OR LOTS OR ALL OF THE LOTS IN THE SUBDIVISION, AS THE CASE MAY BE. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION F. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

G. EMERGENCY ACCESS EASEMENT.

THE OWNER DOES HEREBY ESTABLISH AND GRANT TO THE CITY OF BROKEN ARROW, OKLAHOMA, A PERPETUAL AND NON-EXCLUSIVE EASEMENT ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "EMERGENCY ACCESS EASEMENT" OR "EAE" FOR THE PURPOSE OF PROVIDING EMERGENCY ACCESS TO THE SUBDIVISION BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ITS AUTHORIZED REPRESENTATIVES, INCLUDING BUT NOT LIMITED TO POLICE, FIRE, EMERGENCY MEDICAL, AND AMBULANCE SERVICE. THE OWNER, FOR ITSELF AND IT SUCCESSORS AND ASSIGNS, COVENANTS THAT, WITH THE EXCEPTION OF A GATE OR OTHER BARRIER ABLE TO BE OPENED BY EMERGENCY RESPONDERS AND OF A DESIGN APPROVED BY THE CITY, NO BUILDING, STRUCTURE, FENCE, WALL, OR OTHER ABOVE GROUND OBSTRUCTION WILL BE PLACED, ERECTED, INSTALLED, OR PERMITTED WITHIN THE EASEMENT AND NO LANDSCAPING, EXCEPT FOR TURF, MAY BE PLACED, INSTALLED, OR PERMITTED WITHIN THE EASEMENT; AND FURTHER COVENANTS THAT IT WILL PROVIDE AND MAINTAIN, OVER THE FULL LENGTH OF THE EASEMENT AREA, SURFACING OF ALL-WEATHER MATERIAL, A MINIMUM WIDTH SUFFICIENT TO PERMIT PASSAGE OF EMERGENCY VEHICLES; WILL CONSTRUCT CITY-APPROVED CURB TRANSITIONS AT INTERSECTIONS WITH CURBED STREETS FOR ACCESSIBILITY OF EMERGENCY VEHICLES; AND THE PROPERTY OWNERS' ASSOCIATION WILL MAINTAIN THE EASEMENT AREA IN A CONDITION SUITABLE FOR THE USES DESCRIBED HEREIN, AND FURTHER COVENANTS THAT, IN THE EVENT THE TERMS OF THIS SUBSECTION ARE VIOLATED BY THE OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY PERSONS IN PRIVACY WITH THEM, SUCH VIOLATION WILL BE CORRECTED IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE CITY. IF THE VIOLATION IS NOT CORRECTED, THE CITY SHALL HAVE THE RIGHT TO REMOVE OR OTHERWISE ELIMINATE SUCH VIOLATION, AND THE COST SHALL BE PAID BY THE PROPERTY OWNERS' ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS AFTER A RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST ALL OF THE LOTS IN THE SUBDIVISION. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

H. RESTRICTED WATERLINE EASEMENT.

THE OWNER DOES HEREBY DEDICATE TO WAGONER COUNTY RURAL WATER DISTRICT #4 A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE AREA DEPICTED ON THE ACCOMPANYING PLAT AS "RESTRICTED WATERLINE EASEMENT" OR "RW/E" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING WATERLINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, VALVES, METERS AND EQUIPMENT AND OTHER APPURTENANCES THERETO, TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT FOR THE USES AND PURPOSES AFORESAID. SUPPLIERS OF SANITARY SEWER, STORM SEWER, COMMUNICATION, GAS, AND ELECTRIC SERVICES SHALL HAVE LICENSE TO CONSTRUCT UNDERGROUND CABLES OR LINES THROUGH THE RESTRICTED WATERLINE EASEMENT, AT ANGLES GENERALLY PERPENDICULAR TO THE STREET RIGHT-OF-WAY OF SOUTH 37TH COURT AS DEDICATED BY THE ACCOMPANYING PLAT, AT LOCATIONS AS AGREED UPON BY WAGONER COUNTY RURAL WATER DISTRICT #4 AND THE SERVICE PROVIDER. UPON INSTALLATION OF SUCH UNDERGROUND CABLE OR LINE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE EASEMENT ON THE RESERVE AREA. FOR SANITARY SEWER OR STORM SEWER LINES, THE EASEMENT SHALL COVER A STRIP OF SUFFICIENT WIDTH TO ALLOW REASONABLE SERVICE OF SUCH LINES. FOR ALL OTHER CABLES OR LINES, THE EASEMENT SHALL COVER A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE CABLE OR LINE. NOTHING HEREIN SHALL BE DEEMED NECESSARY FOR THE USES DESCRIBED HEREIN, AND FURTHER COVENANTS THAT, IN THE EVENT THE TERMS OF THIS SUBSECTION ARE VIOLATED BY THE OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY PERSONS IN PRIVACY WITH THEM, SUCH VIOLATION WILL BE CORRECTED IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE CITY. IF THE VIOLATION IS NOT CORRECTED, THE CITY SHALL HAVE THE RIGHT TO REMOVE OR OTHERWISE ELIMINATE SUCH VIOLATION, AND THE COST SHALL BE PAID BY THE PROPERTY OWNERS' ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS AFTER A RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST ALL OF THE LOTS IN THE SUBDIVISION. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

I. ACCESS EASEMENT.

THE OWNER DOES HEREBY ESTABLISH AND GRANT TO THE CITY OF BROKEN ARROW, OKLAHOMA, A PERPETUAL AND NON-EXCLUSIVE EASEMENT ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "ACCESS EASEMENT" OR "AE" FOR THE PURPOSE OF PROVIDING ACCESS, BETWEEN THE SUBDIVISION AND THE STORMWATER DETENTION FACILITIES CONSTRUCTED OR TO BE CONSTRUCTED WITHIN THAT CERTAIN TRACT OF LAND LYING ADJACENT TO AND EAST OF THE SUBDIVISION AND DEDICATED AS A STORMWATER DETENTION EASEMENT TO THE CITY OF BROKEN ARROW, OKLAHOMA, TO THE PROPERTY OWNERS' ASSOCIATION, OR ITS DESIGNATED AGENTS OR CONTRACTORS, WITH ITS EQUIPMENT, FOR ROUTINE MAINTENANCE OF SAID DETENTION FACILITIES AND THE ACCESS EASEMENT, AND TO THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED AGENTS OR CONTRACTORS, FOR ROUTINE INSPECTION OF THE STORMWATER DETENTION FACILITIES CONSTRUCTED THEREIN, AND TO THE CITY OF BROKEN ARROW, OKLAHOMA, FOR EMERGENCY ACCESS BETWEEN THE SUBDIVISION AND SAID DETENTION FACILITIES. THE OWNER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, COVENANTS THAT, WITH THE EXCEPTION OF A GATE OR OTHER BARRIER ABLE TO BE OPENED BY EMERGENCY RESPONDERS AND OF A DESIGN APPROVED BY THE CITY, NO BUILDING, STRUCTURE, FENCE, WALL, OR OTHER ABOVE GROUND OBSTRUCTION WILL BE PLACED, ERECTED, INSTALLED, OR PERMITTED WITHIN THE ACCESS EASEMENT AND NO LANDSCAPING, EXCEPT FOR TURF, MAY BE PLACED, INSTALLED, OR PERMITTED WITHIN THE EASEMENT; AND FURTHER COVENANTS THAT IT WILL PROVIDE AND MAINTAIN, OVER THE FULL LENGTH OF THE EASEMENT AREA, SURFACING OF ALL-WEATHER MATERIAL, A MINIMUM WIDTH SUFFICIENT TO PERMIT PASSAGE OF EMERGENCY VEHICLES; WILL CONSTRUCT CITY-APPROVED CURB TRANSITIONS AT INTERSECTIONS WITH CURBED STREETS FOR ACCESSIBILITY OF EMERGENCY VEHICLES; AND THE PROPERTY OWNERS' ASSOCIATION WILL MAINTAIN THE EASEMENT AREA IN A CONDITION SUITABLE FOR THE USES DESCRIBED HEREIN, AND FURTHER COVENANTS THAT, IN THE EVENT THE TERMS OF THIS SUBSECTION ARE VIOLATED BY THE OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY PERSONS IN PRIVACY WITH THEM, SUCH VIOLATION WILL BE CORRECTED IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE CITY. IF THE VIOLATION IS NOT CORRECTED, THE CITY SHALL HAVE THE RIGHT TO REMOVE OR OTHERWISE ELIMINATE SUCH VIOLATION, AND THE COST SHALL BE PAID BY THE PROPERTY OWNERS' ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS AFTER A RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST ALL OF THE LOTS IN THE SUBDIVISION. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, THE PROPERTY COMPRISING CREEK 51 BUSINESS PARK WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 204) AS PROVIDED WITHIN THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS THE SAME EXISTED ON OCTOBER 19, 2010; AND

WHEREAS, PUD NO. 204 WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON OCTOBER 19, 2010; AND

WHEREAS, A MAJOR AMENDMENT TO PUD NO. 204, PUD NO. 204A, COMPRISING 11.877 ACRES OF PUD NO. 204 AND CORRESPONDING TO LOTS 1 AND 8 OF BLOCK 1 OF CREEK 51 BUSINESS PARK, WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON JANUARY 11, 2018 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON FEBRUARY 06, 2018; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INJURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, SUFFICIENT TO ENSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE COMPLIANCE WITH PUD NO. 204/A FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW.

NOW, 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.

A. GENERAL.

6. DEVELOPMENT IN ACCORDANCE WITH PUD.

CREEK 51 BUSINESS PARK SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF THE CG AND IL DISTRICTS OF THE BROKEN ARROW ZONING ORDINANCE, AS MODIFIED BY PUD NO. 204/A, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 204/A AS MAY BE SUBSEQUENTLY APPROVED.

7. APPLICABLE ORDINANCE.

THE DEVELOPMENT OF CREEK 51 BUSINESS PARK SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE, AS SUCH PROVISIONS EXISTED ON FEBRUARY 06, 2018 (LOTS 1 AND 8, BLOCK 1; PUD NO. 204A) AND OCTOBER 19, 2010 (LOTS 2 THROUGH 7, INCLUSIVE, BLOCK 1; PUD NO. 204).

B. DEVELOPMENT STANDARDS FOR LOTS 1 AND 8, BLOCK 1 (PUD NO. 204A).

PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN THE CG AND IL ZONING DISTRICTS; PROVIDED, HOWEVER, THE FOLLOWING USES SHALL BE EXCLUDED: ALL USES INCLUDING OPEN AIR STORAGE AND ALL SEXUALLY ORIENTED BUSINESSES.

MAXIMUM FLOOR AREA RATIO:

N/A

MAXIMUM BUILDING HEIGHT:

50 FT OR 4 STORIES

MINIMUM PUBLIC OR PRIVATE STREET FRONTAGE:

100 FT *

MINIMUM BUILDING SETBACKS:

FROM ARTERIAL STREET RIGHT-OF-WAY: 50 FT
FROM NON-ARTERIAL STREET RIGHT-OF-WAY: 30 FT
ABUTTING R ZONING: 50 FT
FROM ALL OTHER LOT BOUNDARIES: 0 FT**

MAXIMUM LANDSCAPING:

10% OF LOT AREA

MINIMUM PARKING RATIO:

AS PER BROKEN ARROW ZONING ORDINANCE

MAXIMUM PARKING RESTRICTION:

N/A

OTHER BULK AND AREA REQUIREMENTS:

AS REQUIRED WITHIN IL DISTRICT

- * ANY INTERIOR LOT HAVING NO FRONTAGE SHALL BE PROVIDED ACCESS TO A PUBLIC STREET BY ACCESS EASEMENT(S) APPROVED BY THE CITY OF BROKEN ARROW DURING PLATTING REVIEW
- ** NO BUILDING SHALL BE CONSTRUCTED OVER A UTILITY EASEMENT

PARKING, LOADING, AND SCREENING REQUIREMENTS:

ALL DEVELOPMENT WITHIN THE PUD SHALL MEET MINIMUM REQUIREMENTS FOR PARKING AND LOADING, EXCEPT THAT MAXIMUM PARKING RESTRICTIONS SHALL NOT BE APPLICABLE WITHIN THIS PUD.

TO PROVIDE ADDITIONAL BUFFERING, THE SUBDIVISION WILL BE SCREENED FROM ABUTTING RESIDENTIAL USES BY SCREENING FENCES AND LANDSCAPING AS REQUIRED BY THE BROKEN ARROW ZONING ORDINANCE, AND WILL BE FURTHER BUFFERED BY 50-FOOT BUILDING SETBACKS. LANDSCAPED EDGES WILL BE PROVIDED ALONG S.H. 51, THE CREEK TURNPIKE RIGHT-OF-WAY, AND THE PROPOSED COLLECTOR STREET, AND WILL CONSIST OF SHRUBS, BERMS, AND/OR MASONRY WALLS IN CONFORMANCE WITH THE BROKEN ARROW ZONING ORDINANCE.

EXTERIOR BUILDING MATERIALS:

THE STREET-FACING SIDES OF ALL BUILDINGS AT LEAST PARTIALLY LOCATED WITHIN 125' OF THE RIGHT-OF-WAY OF A PUBLIC STREET SHALL MEET THE BUILDING FAÇADE REQUIREMENTS OF SECTION 5.8.6.1 OF THE BROKEN ARROW ZONING ORDINANCE.

SIGNS:

EACH LOT HAVING FRONTAGE ON S.H. 51 SHALL BE PERMITTED GROUND AND WALL SIGNAGE AS PROVIDED IN THE BROKEN ARROW ZONING ORDINANCE. IN ADDITION, ONE (1) FREESTANDING "INTEGRATED DEVELOPMENT IDENTIFICATION" SIGN, NOT TO EXCEED 35 FEET IN HEIGHT OR 300 SQUARE FEET IN DISPLAY SURFACE AREA, SHALL BE PERMITTED BY RIGHT AT THE INTERSECTION WITH S.H. 51, WHICH WILL CONTAIN SIGNAGE SERVING USES ANYWHERE WITHIN THE SUBDIVISION OR WITHIN THE FUTURE PHASES OF THE CREEK 51 BUSINESS PARK DEVELOPMENT. DIRECTIONAL SIGNAGE, APPROPRIATE IN NUMBER AND SCALE, SHALL BE PERMITTED WITHIN THE SUBDIVISION. ALL SIGNAGE SHALL OTHERWISE COMPLY WITH THE RESTRICTIONS OF THE CURRENT BROKEN ARROW ZONING ORDINANCE. IN ADDITION, NO PORTABLE SIGNS OR BANNERS SHALL BE PLACED ON THE PROPERTY. FREESTANDING SIGNS MAY BE PERMITTED WITHIN A UTILITY EASEMENT ONLY IF APPROVAL IS GRANTED BY ALL UTILITY COMPANIES. ALL FREESTANDING SIGNS SHALL HAVE A MONUMENT TYPE BASE THAT COVERS SUPPORT STRUCTURES. EXCEPT FOR THE INTEGRATED DEVELOPMENT IDENTIFICATION SIGN, THE BASE OF GROUND SIGNS SHALL MATCH THE MATERIALS OR OTHERWISE BE ARCHITECTURALLY COMPATIBLE WITH THE PRINCIPAL BUILDING ON THE LOT.

C. DEVELOPMENT STANDARDS FOR LOTS 2 THROUGH 7, INCLUSIVE, BLOCK 1 (PUD NO. 204).

PERMITTED USES:

AS PERMITTED BY RIGHT WITHIN AN IL DISTRICT.

MAXIMUM FLOOR AREA:

GVERNED BY BROKEN ARROW ZONING ORDINANCE, PARKING AND OPEN SPACE REQUIREMENTS.

MINIMUM BUILDING COVERAGE:

GVERNED BY BROKEN ARROW ZONING ORDINANCE, PARKING AND OPEN SPACE REQUIREMENTS.

MAXIMUM BUILDING HEIGHT:

75 FEET (LIMITED TO 50 FEET ON LOTS THAT ABUT "OAK CREEK SOUTH EXTENDED").

MINIMUM STREET FRONTAGE:

NO LIMITATION.

MINIMUM LOT SIZE:

1 ACRE

MINIMUM BUILDING SETBACKS:

FROM STREET OR HIGHWAY RIGHT-OF-WAY WITH PARKING IN FRONT OF BUILDING: 50 FEET
ADJACENT TO STREET RIGHT-OF-WAY WHERE A 25-FOOT LANDSCAPE EDGE PROVIDED ALONG FRONTAGE
ADJACENT TO STREET: 25 FEET
FROM REMAINING PERIMETER BOUNDARY OF THE PUD: 0 FEET, PROVIDED BUILDING CODE REQUIREMENTS ARE MET.

PARKING:

AS REQUIRED BY THE BROKEN ARROW ZONING ORDINANCE. DURING SITE PLAN REVIEW, PARKING MAY BE REDUCED WHERE THERE IS JOINT LAND USAGE AND A REDUCTION IN PARKING DEMAND CAN BE DEMONSTRATED.

OPEN SPACE:

OPEN SPACE WILL BE PROVIDED AT CREEK 51 BUSINESS PARK IN ACCORDANCE THE BROKEN ARROW ZONING ORDINANCE OF 2010 AND WILL BE SHOWN AND DOCUMENTED AT THE TIME OF SITE PLAN REVIEW ON AN INDIVIDUAL BASIS. OPEN SPACE WILL BE ALLOCATED AT THE REQUIRED RATIO AND WILL FALL INTO THE CATEGORIES OF PARKS, WOODED SLOPES, LANDSCAPED ENTRIES, SIDEWALK EASEMENTS AND GREEN BELTS ASSOCIATED WITH THE NECESSARY PEDESTRIAN CIRCULATION.

Conditional Final Plat
CREEK 51 BUSINESS PARK
PUD 204A

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHTEEN (18), AND
A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17),
ALL LYING WITHIN TOWNSHIP EIGHTEEN (18) NORTH, RANGE (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

SECTION II. PLANNED UNIT DEVELOPMENT (CONTINUED)

MINIMUM LANDSCAPED AREA:

SHALL MEET THE REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE. LANDSCAPE EDGE SHALL BE PROVIDED ALONG ALL STREET FRONTAGES. EACH LOT SHALL HAVE AT LEAST 10% OPEN SPACE.

LANDSCAPING WILL BE PROVIDED IN ACCORDANCE WITH SECTION 5.2 OF THE BROKEN ARROW ZONING ORDINANCE IN THE SITE PLANNING PROCESS.

IT IS IMPORTANT TO NOTE THAT ALL LANDSCAPING, SCREENING, FENCING AND WALLS WILL BE DETAILED AT THE TIME OF FINAL SITE PLAN SUBMITTAL. ALL LANDSCAPING, SCREENING, FENCING AND WALLS WILL BE DESIGNED BASED ON PREDETERMINED GUIDELINES AS SET OUT IN THE COVENANTS AND MONITORED BY THE ARCHITECTURAL REVIEW COMMITTEE FOR THE PROJECT.

IT IS AGREED THAT ALL HARDSCAPE MATERIALS, AS WELL AS LANDSCAPE MATERIALS, WILL FOLLOW A COMPATIBLE DESIGN THROUGHOUT THE PUD. THIS CONCEPT FOR LANDSCAPE AND HARDSCAPE WILL PROVIDE FOR CONTINUITY AND WILL ESTABLISH AN IDENTITY FOR THE ENTIRE PROJECT. ALL MAJOR ENTRIES INTO THE DEVELOPMENT AREAS WILL BE LANDSCAPED AND HAVE SIGNAGE, LIGHTING AND IRRIGATION.

A MINIMUM OF 10% OF THE NET LAND AREA OF THE PUD LOTS WILL BE LANDSCAPED OPEN SPACE. INTERNAL LANDSCAPED OPEN SPACE INCLUDES STREET FRONTAGE LANDSCAPED YARDS (STREET RIGHT-OF-WAY EXCLUDED), PLAZAS, GREEN BELT AREAS AND PEDESTRIAN AREAS, BUT DOES NOT INCLUDE ANY PARKING, BUILDING OR DRIVEWAY AREAS.

AS PER SECTION 5.2 OF THE BROKEN ARROW ZONING ORDINANCE, PRIOR TO OR WITHIN 120 DAYS OF THE ISSUANCE OF AN OCCUPANCY PERMIT FOR A BUILDING, ALL LANDSCAPE MATERIAL WILL BE INSTALLED IN ACCORDANCE WITH AN APPROVED LANDSCAPE PLAN BASED ON LANDSCAPE AND VEGETATION ON THE SECTION 5.2.B.4.A. APPROVED TREE LIST.

EXTERIOR BUILDING MATERIAL:

SHALL MEET THE COMMERCIAL REQUIREMENTS OF SECTION 5.8.G.1 OF THE BROKEN ARROW ZONING ORDINANCE.

OTHER BULK AND AREA REQUIREMENTS:

AS PROVIDED WITHIN A IL DISTRICT.

SIGNAGE:

SHALL MEET THE REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE SECTION 5.7.B.3 (INTEGRATED DEVELOPMENT IDENTIFICATION). SEPARATE APPLICATION FOR SPECIFIC USE PERMIT NOT REQUIRED.

EXTERIOR LIGHTING:

SHALL MEET THE REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE.

OUTDOOR STORAGE:

ON LOTS ADJACENT TO THE CREEK TURNPIKE, ALL OUTDOOR STORAGE SHALL BE SCREENED FROM HIGHWAY WITH A SOLID SCREENING FENCE AT LEAST 6 FEET IN HEIGHT.

ADDITIONAL REQUIREMENTS:

SEE AGREEMENT WITH ADJACENT HOMEOWNERS

D. AGREEMENT WITH ADJACENT HOMEOWNERS FOR LOTS 2 THROUGH 7, INCLUSIVE, BLOCK 1:

PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF A BUILDING ON ANY LOT IN THE PROPOSED BUSINESS PARK (OTHER THAN LOTS 1 AND 8, BLOCK 1, WHICH FRONT ON STATE HIGHWAY 51), THE OWNER, AT ITS EXPENSE, WILL CONSTRUCT AN 8-FOOT SOLID SCREENING FENCE ALONG THE COMMON BOUNDARY OF "OAK CREEK SOUTH EXTENDED". THE OWNER INTENDS TO BUILD A VINYL FENCE WITH SOME TYPE OF MASONRY COLUMNS ON THE "OAK CREEK SOUTH EXTENDED" PROPERTY CORNERS. THE COLOR OF THE FENCE WILL BE BASED ON A MAJORITY VOTE OF THE "OAK CREEK SOUTH EXTENDED" PROPERTY OWNERS. THE OWNER AND/OR ANY PROPERTY OWNERS' ASSOCIATION FORMED BY THE OWNER WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE FENCE; HOWEVER, ANY DAMAGE CAUSED TO THE FENCE BY ONE OF THE "OAK CREEK SOUTH EXTENDED" PROPERTY OWNERS WILL BE REPAIRED BY SAID RESIDENTIAL PROPERTY OWNER AT ITS EXPENSE.

WITH RESPECT TO "OAK CREEK SOUTH EXTENDED" AND THE ADJACENT HOMEOWNERS, THIS PUD WILL INCLUDE THE FOLLOWING DEED RESTRICTIONS:

- THE CONCEPTUAL DEVELOPMENT PLAN REFLECTS A 100-FOOT LANDSCAPE BUFFER ZONE FOR THE PROPOSED LIGHT INDUSTRIAL LOTS WHICH ABUT "OAK CREEK SOUTH EXTENDED". THIS 100-FOOT ZONE MAY ONLY BE USED AS A LANDSCAPE BUFFER OR OPEN SPACE. NO BUILDINGS MAY BE CONSTRUCTED IN THIS ZONE AND NO PAVING, STORAGE OR PARKING MAY OCCUR THEREIN.
- NO BUILDINGS ON ANY LOTS WHICH ABUT "OAK CREEK SOUTH EXTENDED" MAY BE HIGHER THAN 50 FEET.
- FOR THE LOTS WHICH ABUT "OAK CREEK SOUTH EXTENDED", THE MINIMUM REAR BUILDING SET-BACK WILL BE 130 FEET WHICH IS THE 100-FOOT BUFFER ZONE PLUS AN ADDITIONAL 30 FEET.
- WITHIN THE LANDSCAPE BUFFER ZONE, A MINIMUM OF ONE MEDIUM TO LARGE TREE AND 10 SHRUBS WILL BE PLANTED FOR EACH 30 LINEAR FEET THAT ABUT "OAK CREEK SOUTH EXTENDED". HOWEVER, IN LIEU OF THE 10 SHRUBS, ONE ADDITIONAL MEDIUM TO LARGE TREE MAY BE PLANTED (A TOTAL OF 2 MEDIUM TO LARGE TREES FOR EACH 30 LINEAR FEET).
- ACCESS AND CIRCULATION.

AS A PART OF THIS PUD, AND BY EXTENSION IN FUTURE PHASES, THE SOUTH 37TH STREET (S. 209TH E. AVE.) SECTION/LINE ROAD IS PROPOSED AS A COLLECTOR STREET CONNECTING STATE HIGHWAY 51 TO EAST WASHINGTON STREET (91ST ST. S.) UNDER THE CREEK TURNPIKE BRIDGE. THE INITIAL COLLECTOR STREET WILL EXTEND (AT LEAST) 752' AND WILL GIVE ACCESS TO ALL LOTS WITHIN PHASE 1, AS INDICATED ON "CONCEPTUAL SITE PLAN" EXHIBIT B OF THE PUD. THE COLLECTOR STREET SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW SUBDIVISION REGULATIONS AND ENGINEERING DESIGN CRITERIA MANUAL, INCLUDING A TEMPORARY TURNAROUND UNTIL THE STREET IS EXTENDED. FINAL PLANS FOR ACCESS WILL BE DETERMINED UPON APPROVAL OF THE PUD SUBDIVISION PLAT.

SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL STREETS BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FIVE (5) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY OF BROKEN ARROW. ANY SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT.

LIMITS OF NO ACCESS (LNA) WILL BE IMPOSED BY THE FUTURE PLAT(S) ALONG THE S.H. 51 FRONTAGE.

F. PLATTING AND SITE PLAN REQUIREMENTS.

NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BROKEN ARROW PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BROKEN ARROW SHALL BE A BENEFICIARY THEREOF. UPON PLATTING, NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT UNTIL A SITE PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW AS BEING IN COMPLIANCE WITH THE PUD AND ALL OTHER APPLICABLE BUILDING AND DEVELOPMENT CODES.

G. ARCHITECTURAL REVIEW COMMITTEE.

AN ARCHITECTURAL REVIEW COMMITTEE (THE "ARC") WILL BE FORMED BY THE PROPERTY OWNERS' ASSOCIATION. THIS COMMITTEE WILL CONSIST OF MEMBERS APPOINTED BY THE PROPERTY OWNERS ASSOCIATED WITH THIS PUD AT THE TIME OF ITS APPROVAL. ADDITIONAL MEMBERS MAY BE APPOINTED FROM THIS COMMITTEE AT THEIR DISCRETION. THE COMMITTEE WILL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF ALL SITE, LANDSCAPE, DRAINAGE AND ARCHITECTURAL PLANS (AS WELL AS THE APPROVAL OF ARCHITECTURAL BUILDING MATERIALS) BEFORE SAID PLANS ARE SUBMITTED TO THE CITY OF BROKEN ARROW FOR APPROVAL. THE ARC WILL SEE THAT THE PROJECT IS DEVELOPED AS ORIGINALLY INTENDED.

THE BUILDING ELEVATIONS FOR OFFICES AND BUSINESSES WILL BE DESIGNED TO EXPRESS INDIVIDUALITY WITHIN A DEVELOPMENT AREA WHILE SIMULTANEOUSLY MAINTAINING THE OVERALL CHARACTER OF THE COMMUNITY. CAREFUL ATTENTION TO ALL ASPECTS OF THE BUILDING DESIGNS WILL BE GIVEN TO CREATE THE INDIVIDUALITY DESIRED. SOME OF THE BUILDING ELEMENTS TO BE STUDIED WILL INCLUDE ROOFS, WALLS, OPENINGS, FOUNDATIONS, CHIMNEY MATERIALS, PLAZAS AND DECKS. EVEN THOUGH BUILDING APPEARANCES WILL VARY THROUGHOUT THE DEVELOPMENT, CONTINUITY WILL BE PROVIDED THROUGH THE UTILIZATION OF ADDITIONAL ARCHITECTURAL AND NON-ARCHITECTURAL ELEMENTS SUCH AS LIGHTING, SIGNAGE, PAVING, HARDSCAPE AND LANDSCAPE PLANT MATERIAL.

H. PROPERTY OWNERS' ASSOCIATION.

THE PROPERTY OWNERS' ASSOCIATION ("POA") WILL BE ESTABLISHED TO GOVERN THE DEVELOPMENT OF CREEK 51 BUSINESS PARK. THIS ASSOCIATION WILL HAVE AS ITS MAIN OBJECTIVE THE RESPONSIBILITY OF GOVERNING THE ARCHITECTURAL CONTROLS OF ALL BUILDINGS, OPEN SPACE, LANDSCAPED AREAS, PARKING, SIGNAGE AND LIGHTING.

PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION AT CREEK 51 BUSINESS PARK, THE ASSOCIATION DOCUMENTS OF THE POA SHALL BE FILED AND SAID DOCUMENTS SHALL SET FORTH ALL OBLIGATIONS AND REQUIREMENTS OF THE ASSOCIATION MEMBERS.

I. TRANSLOCATION OF DENSITIES, FLOOR AREAS AND LAND USE AREAS.

SUBJECT TO THE WRITTEN APPROVAL OF THE ARC, AND AS PROVIDED FOR IN THE UNDERLYING ZONING, ANY ONE TRACT OF LAND WITHIN THE CREEK 51 BUSINESS PARK PUD MAY EXCEED THE MAXIMUM ALLOWABLE DENSITY, FLOOR AREA OR LAND USE AREA FOR THAT TRACT PROVIDED THAT THE GENERAL CONCEPT AND CHARACTER OF THE PUD HAVE NOT BEEN ALTERED AND THE TOTAL ALLOWABLE DENSITY, FLOOR AREA OR LAND USE AREA FOR THE ENTIRE PUD HAVE NOT BEEN EXCEEDED.

DEVELOPMENT OF THE CREEK 51 BUSINESS PARK MAY OCCUR IN PHASES BUT NO BUILDING PERMIT SHALL BE ISSUED UNTIL A DETAILED SITE PLAN (INCLUDING LANDSCAPING) OF THE PROPOSED IMPROVEMENTS HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW AS BEING IN COMPLIANCE WITH THE DEVELOPMENT CONCEPT AND THE DEVELOPMENT STANDARDS. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED FOR A BUILDING UNTIL THE LANDSCAPING OF THE APPLICABLE PHASE OF DEVELOPMENT HAS BEEN INSTALLED IN ACCORDANCE WITH A LANDSCAPING PLAN SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW. NOTWITHSTANDING THE FOREGOING PROVISIONS, THE ISSUANCE OF BUILDING PERMITS MAY BE ACCELERATED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW "POLICY FOR EXPEDITING CONSTRUCTION PERMITS FOR COMMERCIAL STRUCTURES."

REQUIRED PLATTING FOR THE PROJECT MAY PROCEED IN PHASES BUT NO BUILDING PERMIT SHALL BE ISSUED UNTIL SAID PHASE HAS BEEN INCLUDED WITHIN A SUBDIVISION PLAT SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL AND SAID PLAT HAS BEEN DULY FILED OF RECORD. THE DEED OF DEDICATION OF THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD, ENFORCEABLE BY THE CITY OF BROKEN ARROW, SETTING FORTH THE DEVELOPMENT STANDARDS OF THE PUD.

J. EASEMENTS.

THE EASEMENTS SERVING CREEK 51 BUSINESS PARK SHALL BE WORKED OUT AS AN OVERALL PROJECT. A 17.5-FOOT UTILITY EASEMENT WILL BE PROVIDED AROUND THE PERIMETER OF THE PUD PROPERTY AND ALONG ARTERIAL STREET FRONTAGES.

SECTION III. PROPERTY OWNERS' ASSOCIATION

A. ESTABLISHED.

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN "CREEK 51 BUSINESS PARK" (THE "ASSOCIATION"), A DOMESTIC, NOT FOR PROFIT CORPORATION, ESTABLISHED OR TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE OVERLAND DRAINAGE FACILITIES AND EASEMENTS WITHIN THE SUBDIVISION, OFFSITE STORMWATER DETENTION FACILITIES AND EASEMENTS, ENTRY FEATURES, SIGNAGE, AND LANDSCAPING, OTHER COMMON AREAS, AND OTHER IMPROVEMENTS AND AREAS WHICH ARE OR MAY FROM TIME TO TIME BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS WITHIN THE SUBDIVISION AS DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

B. MEMBERSHIP.

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF THE INCORPORATION OF THE ASSOCIATION OR THE RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS.

EACH OWNER OF A LOT SUBSEQUENT TO THE OWNER, BY ACCEPTANCE OF A DEED THEREOF, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY BOARD OF DIRECTORS OF THE ASSOCIATION. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION.

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION IV. PRIVATE RESTRICTIONS

A. USE OF LAND.

ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS LOTS AND SHALL BE USED SOLELY FOR THE USES PERMITTED IN THE APPROVED PLANNED UNIT DEVELOPMENT.

B. SETBACKS.

NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT, NOR SHALL ANY BUILDING ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

C. ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS.

ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS MAY BE IMPOSED AND IF IMPOSED, WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR SIMILARLY-TITLED DOCUMENT. THIS DOCUMENT MAY INCLUDE THE FORMATION OF AN ARCHITECTURAL REVIEW COMMITTEE.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT.

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. PUBLIC STREETS, 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. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AND SHALL INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, ANY OWNER OF A LOT, AND THE PROPERTY OWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, ANY OWNER OF A LOT, OR THE PROPERTY OWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTIONS III. PROPERTY OWNERS' ASSOCIATION AND IV. PRIVATE RESTRICTIONS SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE PROPERTY OWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III. OR IV., IT SHALL BE LAWFUL FOR THE PROPERTY OWNERS' ASSOCIATION, OR ANY OWNER OF A LOT, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE PROPERTY OWNERS' ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED HEREIN AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION.

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 THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION.

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY 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 COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS 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. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF AN AMENDMENT TO PUD NO. 204 BY THE BROKEN ARROW PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION WITH THE WAGONER COUNTY CLERK.

THE COVENANTS CONTAINED WITHIN SECTION III. PROPERTY OWNERS' ASSOCIATION, SECTION IV. PRIVATE RESTRICTIONS, AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION AND/OR THE CITY OF BROKEN ARROW MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT OR, ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 65% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 65% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY.

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.

IN WITNESS WHEREOF, CREEK 51 BUSINESS PARK, LLC HAS EXECUTED THIS INSTRUMENT ON THIS ____ DAY OF _____, 2019.

CREEK 51 BUSINESS PARK, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
REX F. ROBERTSON, MANAGER

STATE OF _____)
COUNTY OF _____) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2019, PERSONALLY APPEARED REX F. ROBERTSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF CREEK 51 BUSINESS PARK, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND 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 THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ JENNIFER MILLER, NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "CREEK 51 BUSINESS PARK", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2019.



BY: _____
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ____ DAY OF _____, 2019, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL 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.

MY COMMISSION EXPIRES _____ JENNIFER MILLER, NOTARY PUBLIC