

CONDITIONAL FINAL PLAT KUM & GO 1866 ADDITION

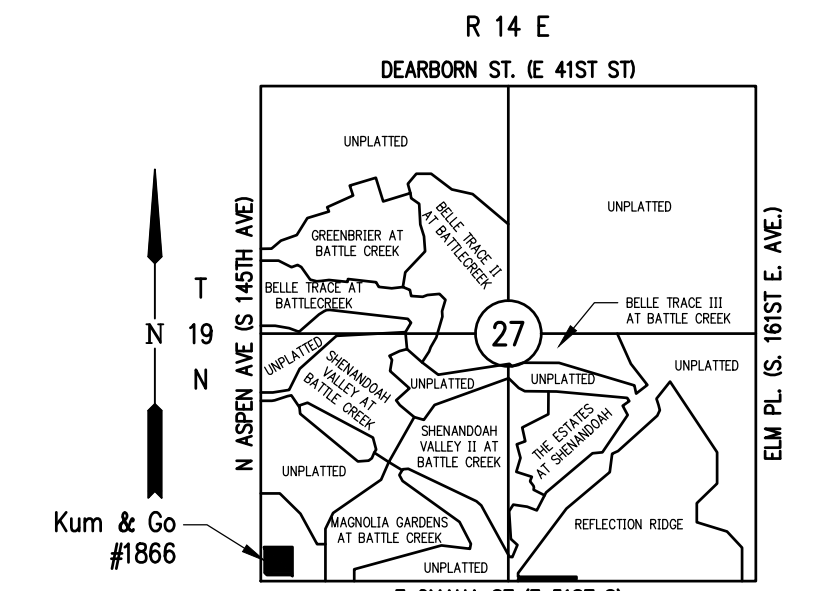
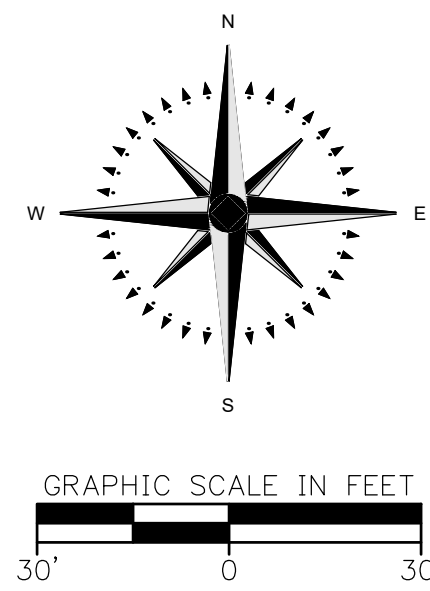
A SUBDIVISION WITHIN BATTLE CREEK PUD (PUD 94) TO THE CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA,
A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF
SECTION 27, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN
3.07 ACRES, 1 LOT, 1 BLOCK
ADDRESS: 2130 WEST OMAHA STREET, BROKEN ARROW, OK 74012

FINAL PLAT
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS
PLAT WAS APPROVED BY THE
CITY OF BROKEN ARROW.

ON _____
BY _____
MAYOR - VICE MAYOR

THIS APPROVAL IS VOID IF THE
ABOVE SIGNATURE IS NOT
ENDORSED BY THE CITY MANAGER
OR CITY CLERK.

BY _____
CITY MANAGER - CITY CLERK



OWNER/DEVELOPER:
REIP, LLC
525 S. MAIN, SUITE 700
TULSA, OK 74103
918-585-9211

LOCATION MAP
SCALE IN FEET
0 2000

NOTE: ALL PROPERTIES SHOWN
HEREON ARE UNPLATTED
UNLESS OTHERWISE NOTED.

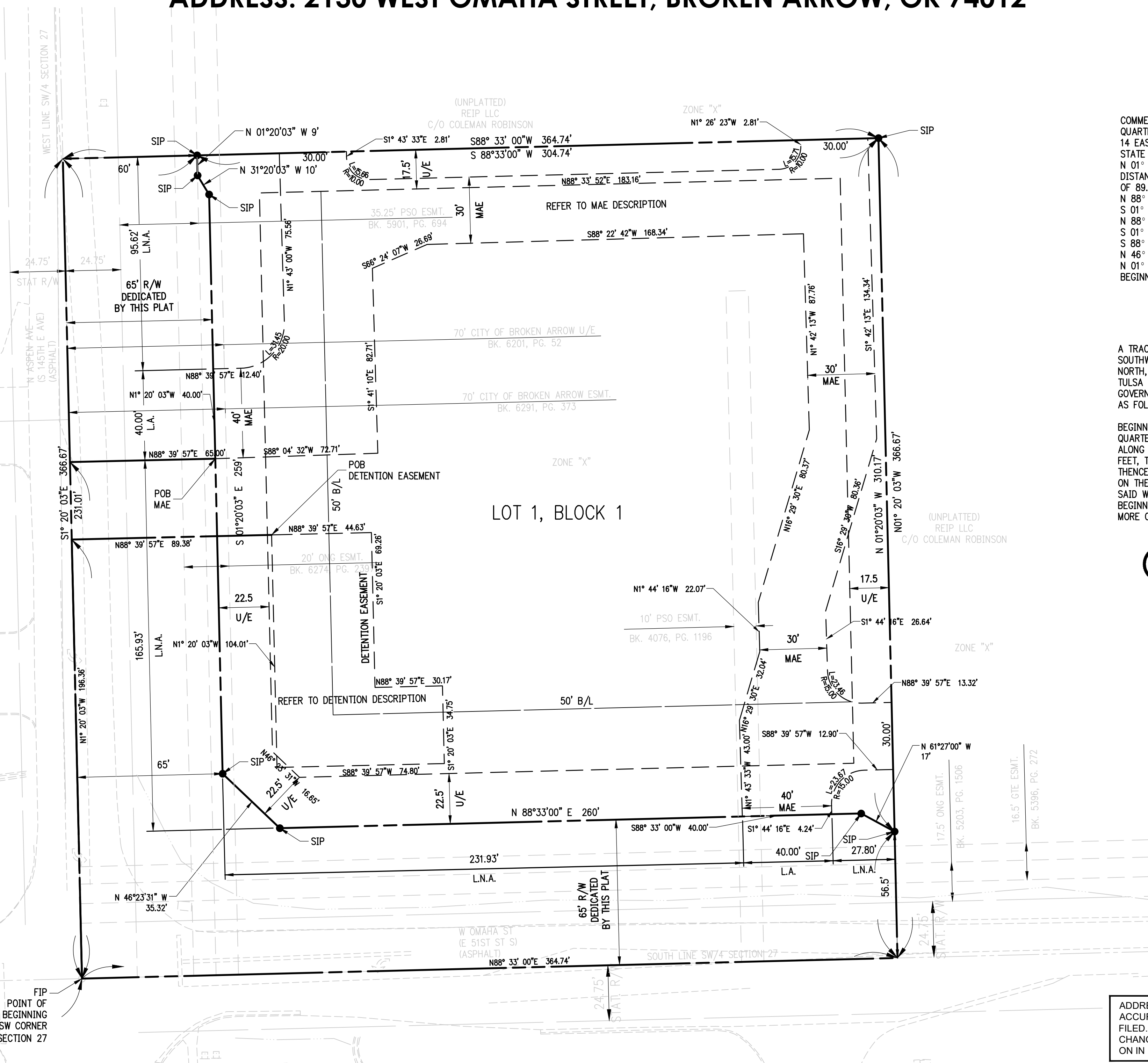
BENCHMARK
OKLAHOMA NORTH ZONE: 3501
OKLAHOMA STATE PLANE COORDINATE SYSTEM
MONUMENT: BA 41
DESCRIPTION: 3" ALUMINUM CAP-FLUSH-SET IN
CONCRETE-STAMPED "BA 41", SET ON THE SOUTH SIDE OF E. 51ST
ST. (W. OMAHA), APPROX. 0.55 MILE EAST OF S. 145TH E. AVE.
HORIZONTAL DATUM: NAD83
NORTHING: 404072.474
EASTING: 2616781.708
VERTICAL DATUM: NAVD 1988
ELEV. 792.84

MONUMENTATION
3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS UNLESS
OTHERWISE NOTED.

BASIS OF BEARING
THE SOUTH LINE OF THE SW/4 SECTION 27
N 88°33'00" E

MUTUAL ACCESS EASEMENT DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA. THENCE N 01° 20' 03" W ALONG THE WEST LINE OF SAID SW/4 A DISTANCE OF 231.01 FEET. THENCE N 88° 39' 57" E A DISTANCE OF 65.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING. THENCE N 01° 20' 03" W ALONG THE EAST RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET. THENCE N 88° 39' 57" E A DISTANCE OF 12.40 FEET TO A POINT OF CURVATURE. THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND A LENGTH OF 31.45 FEET. THENCE N 01° 43' 00" W A DISTANCE OF 75.56 FEET TO A POINT OF THE NORTH LINE OF SAID PROPERTY. THENCE N 88° 33' 00" E ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET. THENCE S 01° 43' 33" E A DISTANCE OF 2.81 FEET TO A POINT OF CURVATURE. THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET AND A LENGTH OF 15.66 FEET. THENCE N 88° 33' 52" E A DISTANCE OF 183.16 FEET TO A POINT OF CURVATURE. THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET AND A LENGTH OF 15.71 FEET. THENCE N 01° 28' 23" W A DISTANCE OF 2.81 FEET TO A POINT ON THE NORTH LINE OF SAID PROPERTY. THENCE N 88° 33' 00" E ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET. THENCE S 01° 42' 13" E A DISTANCE OF 134.34 FEET. THENCE S 16° 29' 30" W A DISTANCE OF 80.36 FEET. THENCE S 01° 44' 16" E A DISTANCE OF 26.64 FEET TO A POINT OF CURVATURE. THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A LENGTH OF 23.46 FEET. THENCE N 88° 39' 57" E A DISTANCE OF 13.32 FEET TO A POINT ON THE EAST LINE OF SAID PROPERTY. THENCE S 01° 20' 03" E ALONG SAID EAST LINE A DISTANCE OF 30.00 FEET. THENCE S 88° 39' 57" W A DISTANCE OF 12.90 FEET TO A POINT OF CURVATURE. THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A LENGTH OF 23.67 FEET. THENCE S 01° 44' 16" E A DISTANCE OF 4.24 FEET TO A POINT ON THE SOUTH LINE OF SAID PROPERTY. THENCE S 88° 33' 00" W ALONG SAID SOUTH LINE A DISTANCE OF 40.00 FEET. THENCE N 01° 43' 33" W A DISTANCE OF 43.00 FEET. THENCE N 16° 29' 30" E A DISTANCE OF 32.04 FEET. THENCE N 01° 44' 16" W A DISTANCE OF 22.07 FEET. THENCE N 16° 29' 30" E A DISTANCE OF 80.37 FEET. THENCE N 01° 42' 13" W A DISTANCE OF 87.76 FEET. THENCE S 88° 22' 42" W A DISTANCE OF 168.34 FEET. THENCE S 66° 24' 07" W A DISTANCE OF 26.69 FEET. THENCE S 01° 41' 10" E A DISTANCE OF 82.71 FEET. THENCE S 88° 04' 32" W A DISTANCE OF 72.71 FEET TO THE POINT OF BEGINNING.



DETERENTION DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA. THENCE N 01° 20' 03" W ALONG THE WEST LINE OF SAID SW/4 A DISTANCE OF 196.36 FEET. THENCE N 88° 39' 57" E A DISTANCE OF 89.38 FEET TO THE POINT OF BEGINNING. THENCE N 88° 39' 57" E A DISTANCE OF 44.63 FEET. THENCE S 01° 20' 03" E A DISTANCE OF 69.26 FEET. THENCE N 88° 39' 57" E A DISTANCE OF 30.17 FEET. THENCE S 01° 20' 03" E A DISTANCE OF 34.75 FEET. THENCE S 88° 39' 57" W A DISTANCE OF 74.80 FEET. THENCE N 46° 23' 31" W A DISTANCE OF 16.65 FEET. THENCE N 01° 20' 03" W A DISTANCE OF 104.01 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIPTION

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. MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

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 366.67 FEET. THENCE S 88°33'00" W A DISTANCE OF 364.74 FEET TO A POINT ON THE WEST LINE OF THE SW/4, THENCE S 01°20'03" E ALONG SAID WEST LINE, A DISTANCE OF 366.67 FEET TO THE POINT OF BEGINNING. CONTAINING 133,738 SQUARE FEET OR 3.07 ACRES, MORE OR LESS.

SYMBOLS

- SET IRON PIN (SIP)
- + CHISELED "X"
- FOUND IRON PIN (FIP)
- L.A. LIMITS OF ACCESS
- L.N.A. LIMITS OF NO ACCESS
- M.A.E. MUTUAL ACCESS EASEMENT
- U/E UTILITY EASEMENT
- R/W RIGHT OF WAY
- B/L BUILDING LINE
- WM WATER METER
- ★ LIGHT POLE
- ⊕ FIRE HYDRANT ASSEMBLY
- ☑ TRAFFIC CONTROL BOX
- ⊞ POWER POLE
- ☼ TREE
- SIGN

LINEWORK

- EXISTING EASEMENT
- NEW EASEMENT
- RIGHT OF WAY
- PROPERTY LINE
- SECTION LINE
- CURB & GUTTER
- EXISTING BUILDING
- EDGE OF CONCRETE
- EXISTING LOT LINE
- UNDERGROUND TELEPHONE
- OVERHEAD ELECTRIC
- 6" GAS LINE
- 12" WATER LINE

FLOODPLAIN REFERENCE

DETERENTION DETERMINATION NUMBER: DD-101816-15
FIRM PANEL NO. 4014300379L DATED OCTOBER 16, 2012 CLASSIFIES THE PROPERTY DESCRIBED HEREON AS ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN & CITY OF TULSA REGULATORY AND FEMA FLOODPLAINS PANEL NO. 50 DATED JANUARY 22, 2015 CLASSIFIES THE PROPERTY DESCRIBED HEREON AS BEING OUTSIDE THE FLOODPLAIN.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.

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.

CONDITIONAL FINAL 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 3.07 ACRES, 1 LOT, 1 BLOCK

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

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 366.67 FEET, THENCE S 88°33'00" W A DISTANCE OF 364.74 FEET TO A POINT ON THE WEST LINE OF THE SW/4, THENCE S 01°20'03" E ALONG SAID WEST LINE, A DISTANCE OF 366.67 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 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 HEREAFTER 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.

H. 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 HEREAFTER 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.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAS EXECUTED THIS INSTRUMENT
THIS ____ DAY OF _____, 2017,

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 _____, 2017, 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 _____, 2017, 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

