

PLACE HOLDER CO
RECORDING STAMP

CONDITIONAL FINAL PLAT

HACKBERRY MARKET

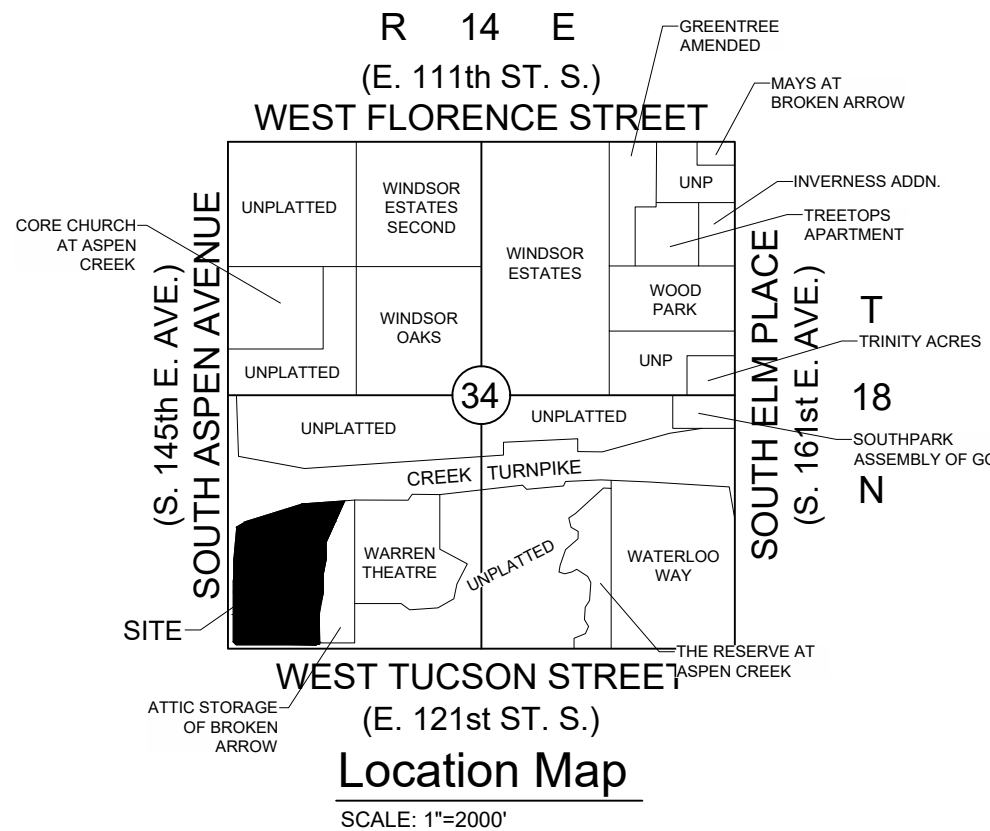
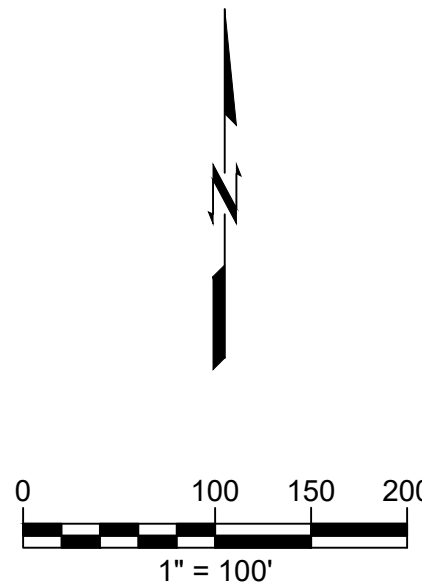
PART OF THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SW/4) OF SECTION THIRTY-FOUR (34),
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN,
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

PUD-001818-2024

OWNER:
Royce Enterprises, Inc.
12910 Pierce Street, Suite 110
Omaha, Nebraska 68144
Phone: (402) 933-3663
CONTACT: LAWRENCE R. JAMES II
chip@lockwooddev.com

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
A. NICOLE WATTS, P.E.
nicole.watts@wallace.design

SURVEYOR:
Sisemore & Associates, Inc.
6660 South Sheridan Road, Suite 210
Tulsa, Oklahoma, 74133
Phone: (918) 665-3600
OK CA NO. 2421, EXPIRES 6/30/2025
SHAWN A. COLLINS, PLS 1788
scollins@sw-assoc.com



LEGEND
B/L = BUILDING SETBACK
ACC = ACCESS
LNA = LIMITS OF NO ACCESS
R/W = RIGHT-OF-WAY
U/E = UTILITY EASEMENT
ESMT. = EASEMENT
BK./PG. = BOOK/PAGE
OTA = OKLAHOMA TURNPIKE AUTHORITY
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

5991 ADDRESS
1 BLOCK NUMBER
2 LOT NUMBER
O IRON PIN FOUND

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS SIX (6) LOTS IN TWO (2) BLOCKS AND ONE (1) RESERVE AREA.
RESERVE AREA A CONTAINS 29,548 SF (0.68 ACRES)
SUBDIVISION CONTAINS 1,330,506 SF (30.54 ACRES)
R/W DEDICATED BY PLAT CONTAINS 23,827 SF (0.55 ACRES)

PROPERTY ZONED: CG

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

BENCHMARK
CHISELED SQUARE ON CONCRETE CURB
NORTHING=366998.0560
EASTING=2815937.0190
ELEV=661.19

BASIS OF BEARINGS
HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE
COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.
VERTICAL DATUM NAVD 1988

ADDRESS NOTE
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

FLOODPLAIN NOTE
WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA AND INCORPORATED AREAS, MAP NO. 40143C0452L, MAP REVISED: OCTOBER 16, 2012, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X)(UNSHADED) WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.

SURVEYOR'S LAST SITE VISIT:
FEBRUARY 17, 2025

LINE TABLE		
LINE #	LENGTH	BEARING
L1	25.00'	S 88°04'59" W
L2	22.63'	S 55°02'50" E
L3	2.27'	S 02°51'04" W
L4	10.00'	S 02°11'22" E
L5	10.00'	N 61°18'44" W
L6	35.35'	N 46°18'39" W
L7	10.00'	N 31°18'33" W
L8	12.65'	S 01°55'01" E
L9	204.70'	S 88°04'59" W
L10	225.86'	N 88°04'59" E
L11	165.60'	S 01°55'01" E
L12	30.00'	N 01°55'01" W
L13	24.66'	N 88°04'59" E
L14	15.00'	S 01°55'01" E
L15	10.66'	S 88°04'59" W
L16	171.37'	S 01°55'01" E
L17	10.78'	N 88°32'49" E
L18	15.00'	S 01°30'02" E
L19	10.67'	S 88°29'58" W
L20	120.87'	S 01°55'01" E
L21	10.84'	N 88°04'59" E
L22	15.00'	S 01°34'27" E
L23	10.75'	S 88°04'59" W
L24	32.58'	S 62°55'36" W
L25	228.56'	S 88°02'07" W
L26	35.17'	S 79°05'01" W
L27	59.68'	S 01°55'01" E
L28	10.46'	N 01°57'53" W
L29	15.00'	N 88°02'07" E
L30	10.46'	S 01°57'53" E
L31	10.46'	N 01°57'53" W
L32	15.00'	N 88°02'07" E
L33	10.46'	S 01°57'53" E

LOT AREA TABLE (BLOCK 1)		
LOT #	AREA (SF)	(ACRE)
1	66,125	1.52
2	599,681	13.77
3	62,100	1.43
4	185,067	4.25
5	219,929	5.05

LOT AREA TABLE (BLOCK 2)		
LOT #	AREA (SF)	(ACRE)
1	144,228	3.31

APPROVED _____ by the City
Council of the City of Broken Arrow,
Oklahoma,

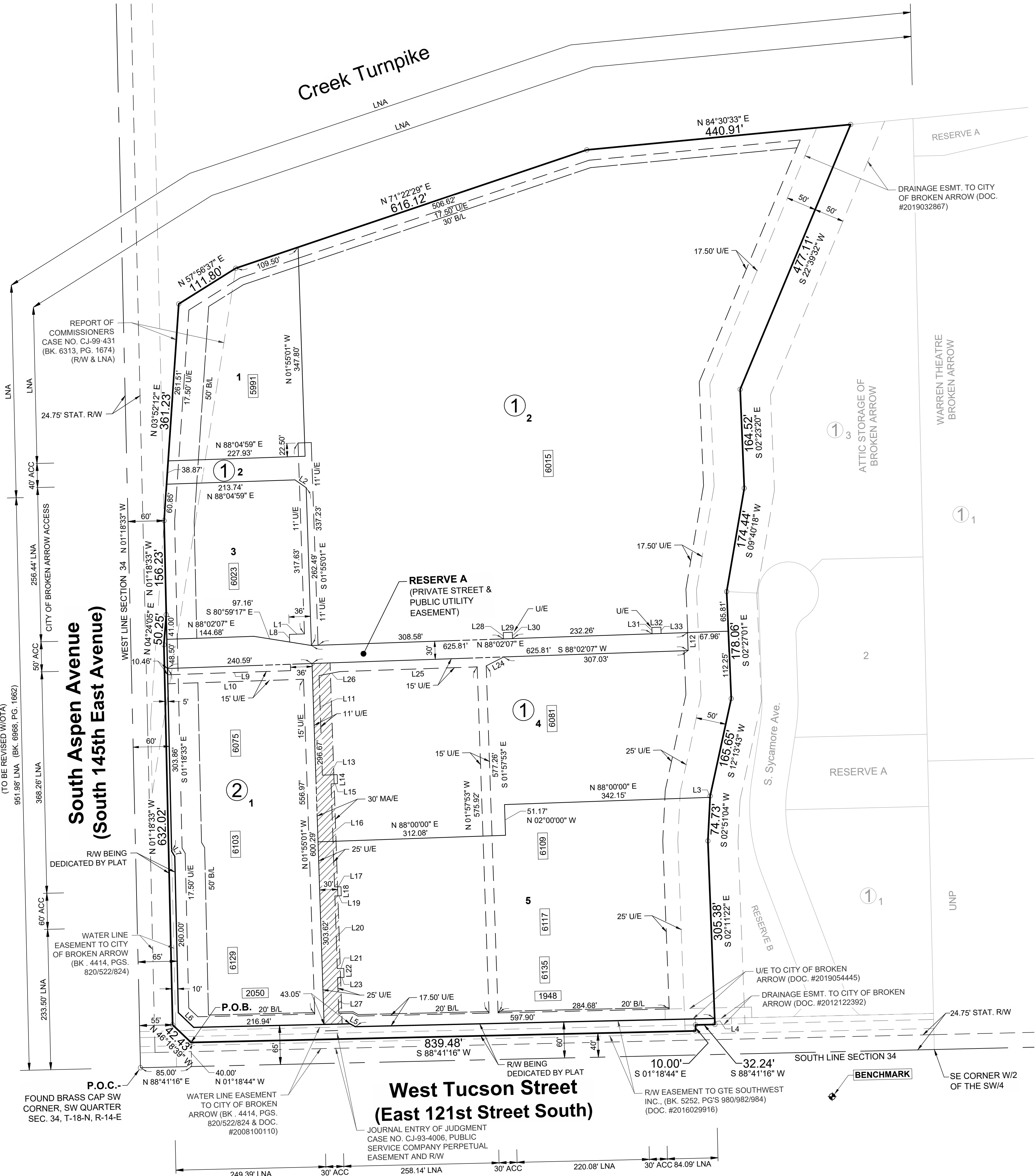
Mayor

Attest: City Clerk

BACKFLOW PREVENTER NOTE

"ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKWATER DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER." BROKEN ARROW ORDINANCE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018. ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

STORMWATER DETENTION ACCOMODATIONS FOR THIS SITE
ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF
DETENTION DETERMINATION NO.: DD-090924-52



ORIG SIZE: 24"x36"

PLOT: 2/24/25

\\civil-server\projects\240478 Broken Arrow Commercial Development\04 Production\01 Design Drawings\04 Plat\240478 Final Plat.dwg

DATE: 2/24/2025
HACKBERRY MARKET
PUD-001818-2024
CONDITIONAL FINAL PLAT
SHEET 1 OF 3

\\civl-server\projects\24\0478 Broken Arrow Commercial Development\04 Production\01 Design Drawings\04 Plat\24\0478 DOD.dwg PLOT: 2/24/25 ORIG: SIZE: 24"x36"

CONDITIONAL FINAL PLAT

HACKBERRY MARKET

PUD-001818-2024

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

ROYCE ENTERPRISES, INC., A NEBRASKA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID W/2 SW/4; THENCE NORTH 88°41'18" EAST ALONG THE SOUTH LINE OF SAID W/2 SW/4 FOR 85.00 FEET; THENCE NORTH 01°18'44" WEST FOR 40.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST TUCSON STREET AND POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE NORTH 46°18'39" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 42.43 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH ASPEN AVENUE; THENCE NORTH 01°18'33" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 632.02 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CREEK TURNPIKE; THENCE NORTH 04°24'05" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 50.25 FEET; THENCE NORTH 01°18'33" WEST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 156.23 FEET (155.86' – deed); THENCE NORTH 03°52'12" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 361.23 FEET; THENCE NORTH 57°56'37" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 111.80 FEET; THENCE NORTH 71°22'29" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 616.12 FEET; THENCE NORTH 84°30'33" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 440.91 FEET TO A POINT THAT IS THE NORTHWEST CORNER OF LOT THREE (3), BLOCK ONE (1), ATTIC STORAGE OF BROKEN ARROW, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 22°39'32" WEST ALONG THE WESTERLY LINE OF SAID LOT 3 FOR 477.11 FEET; THENCE SOUTH 02°23'20" EAST CONTINUING ALONG SAID WESTERLY LINE FOR 164.52 FEET; THENCE SOUTH 09°40'18" WEST CONTINUING ALONG SAID WESTERLY LINE FOR 174.44 FEET TO A POINT THAT IS THE NORTHWEST CORNER OF RESERVE "B" OF SAID ATTIC STORAGE OF BROKEN ARROW; THENCE SOUTH 02°27'01" EAST ALONG THE WESTERLY LINE OF SAID RESERVE "B" FOR 178.06 FEET; THENCE SOUTH 12°13'43" WEST CONTINUING ALONG SAID WESTERLY LINE FOR 165.65 FEET; THENCE SOUTH 02°51'04" WEST CONTINUING ALONG SAID WESTERLY LINE FOR 74.73 FEET; THENCE SOUTH 02°11'22" EAST CONTINUING ALONG SAID WESTERLY LINE FOR 305.38 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST TUCSON STREET; THENCE SOUTH 88°41'18" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 32.24 FEET; THENCE SOUTH 01°18'43" EAST CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 10.00 FEET; THENCE SOUTH 88°41'18" WEST CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 839.48 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

* THIS LEGAL DESCRIPTION WAS PREPARED BY THE SURVEYOR TO OMIT STATUTORY SECTION LINE RIGHT OF WAY AND CREATE A METES AND BOUNDS LEGAL DESCRIPTION. THIS LEGAL DESCRIPTION IS WHOLLY CONTAINED WITHIN THE TITLE COMMITMENT LEGAL DESCRIPTION.

AND HAS CAUSED THE ABOVE-DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO SIX LOTS, TWO BLOCKS, AND ONE RESERVE AREA IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "HACKBERRY MARKET", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "HACKBERRY MARKET").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", FOR THE 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 THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING 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 AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION. FURTHERMORE, IN ADDITION TO THE ABOVE DESCRIBED FACILITIES AND APPURTENANCES, THE WESTERN 20 FOOT UTILITY EASEMENT SHALL ALSO FUNCTION AS A SIDEWALK EASEMENT.

B. UNDERGROUND SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT AND IN THE PERIMETER RIGHT-OF-WAYS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

1. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS 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 STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

2. 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 OF 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. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

3. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON THE OWNER'S PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THEIR AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR AGENTS OR CONTRACTORS.
4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
5. ALL STORM SEWER OUTSIDE OF THE RIGHT OF WAY WILL BE CONSIDERED PRIVATE AND IDENTIFIED IN THE PLANS AS PRIVATE OF PUBLIC.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF HACKBERRY MARKET, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S) 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 ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

E. RESERVE AREA "A" (PRIVATE STREET AND PUBLIC UTILITY EASEMENT)

THE INTERIOR STREET WITHIN HACKBERRY MARKET, AS DEPICTED ON THE ACCOMPANYING PLAT AS RESERVE AREA "A", IS HEREBY DEDICATED BY THE OWNER/DEVELOPER AS A PRIVATE STREET FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF HACKBERRY MARKET, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR ACCESS TO AND FROM THE VARIOUS LOTS, TO AND FROM THE PUBLIC STREETS, FOR SUBSEQUENT CONVEYANCE TO THE DECLARANT PARCEL OWNER AS SET FORTH BELOW.

THE PRIVATE STREET WITHIN RESERVE AREA "A" SHALL BE MAINTAINED BY THE DECLARANT PARCEL OWNER IDENTIFIED IN A DECLARATION OF RESTRICTIVE COVENANTS TO BE FILED OF RECORD FOR HACKBERRY MARKET ALSO, THE PRIVATE STREET WILL BE MAINTAINED TO CITY OF BROKEN ARROW STANDARDS.

IN ADDITION, RESERVE AREA "A" SHALL BE DESIGNATED AS A PUBLIC UTILITY EASEMENT. THE OWNER FURTHER DEDICATES FOR PUBLIC USE THE UTILITY EASEMENT 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 SEWER, SANITARY SEWERS, WATER LINES, TOGETHER WITH ALL FITTINGS, 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 EASEMENT FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER 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 RE-LAYING OVER, ACROSS AND ALONG ALL OF THE PUBLIC UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT.

F. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST TUCSON STREET (EAST 121ST STREET SOUTH) AND SOUTH ASPEN AVENUE (SOUTH 145TH EAST AVENUE) WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

I. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

J. SIDEWALKS; PUBLIC ACCESS EASEMENT

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE LOT OWNER IN ACCORDANCE WITH THE CITY OF BROKEN ARROW SUBDIVISION REGULATIONS AND IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF BROKEN ARROW. ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION, TO THE EXTENT SAID SIDEWALKS EXTEND OUTSIDE OF THE RIGHT-OF-WAY, ONTO THE LOT, THE OWNER HEREBY DEDICATES TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE LOT FOR CONSTRUCTION, MAINTENANCE, AND USE AS A PUBLIC SIDEWALK.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (PUD-001818-2024)

WHEREAS, HACKBERRY MARKET WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD-001818-2024) AS PROVIDED WITHIN SECTIONS 6.4 ET SEQ. OF THE CITY OF BROKEN ARROW ZONING CODE, AS THE SAME EXISTED ON 12-17-24, WHICH P.U.D. NO. 001818-24 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION 11-21-24, AND BY THE BROKEN ARROW CITY COUNCIL ON 12-17-24; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INJURING 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, OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

THEREFORE, 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

THE PROPERTY MAY BE USED FOR ANY PURPOSE CONSISTENT WITH THE COMMERCIAL GENERAL (CG) ZONING DISTRICT AS PROVIDED IN THE CITY OF BROKEN ARROW'S ZONING ORDINANCE. IN ADDITION TO THE FOREGOING, CAR WASHES SHALL BE A PERMITTED USE. DESIGN STANDARDS FOR THE PROPERTY SHALL BE CONSISTENT WITH THE COMMERCIAL GENERAL (CG) ZONING DISTRICT AS PROVIDED IN THE CITY OF BROKEN ARROW'S ZONING ORDINANCE, EXCEPT AS EXPRESSLY SET FORTH BELOW:

MINIMUM LOT FRONTAGE ON PUBLIC ROW OR PRIVATE STREET 100 FEET

SETBACKS

ENTIRE DEVELOPMENT	
FROM NORTH BOUNDARY (CREEK TURNPIKE)	30 FEET
FROM EAST BOUNDARY	30 FEET
FROM SOUTH BOUNDARY (WEST TUCSON STREET)	20 FEET
FROM WEST BOUNDARY (SOUTH ASPEN AVENUE)	50 FEET
INTERIOR	
JR. ANCHOR SIDE (ATTACHED SIDE)	0 FEET
SIDE (NOT ATTACHED)	10 FEET

OFF-STREET PARKING

THE PROPERTY SHALL COMPLY WITH THE CITY OF BROKEN ARROW'S ZONING ORDINANCE FOR OFF-STREET PARKING REQUIREMENTS; PROVIDED EXCEPT AS AMENDED BELOW:

HOME IMPROVEMENT RETAIL USE IN EXCESS OF 100,000 SQ.FT.	
STORE	1 PARKING SPACE PER 310 SQ.FT.
GARDEN CENTER	1 PARKING SPACE PER 310 SQ.FT.
SEASONAL SALES	1 PARKING SPACE PER 2,000 SQ.FT.
OUTDOOR VEHICLE DISPLAY/STORAGE	1 PARKING SPACE PER 2,000 SQ.FT.
JR ANCHOR AREA	
RETAIL	1 PARKING SPACE PER 300 SQ.FT.
RESTAURANT	1 PARKING SPACE PER 100 SQ.FT.

PARKING REQUIREMENTS MAY BE MET WITHIN THE ENTIRE DEVELOPMENT ACROSS LOT LINES.

OUTPARCELS AND ANY USES NOT LISTED ABOVE WILL BE PER TABLE 5.4.1 OF THE CITY OF BROKEN ARROW ZONING CODE.	
MAXIMUM PARKING	135% OF REQUIRED PARKING

LANDSCAPING

LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE.

SIGNAGE

PUD-001818-2024 CREATES AN INTEGRATED DEVELOPMENT IDENTIFICATION (IDI) PER THE CITY OF BROKEN ARROW ZONING CODE EXCEPT AS MODIFIED AS BELOW. PYLON AND MONUMENT SIGNS SHALL BE PERMITTED IN THE DEVELOPMENT CONSISTENT WITH THE COMPREHENSIVE SIGNAGE PLAN, ATTACHED HERETO AS EXHIBIT E.

WALL SIGNAGE SHALL COMPLY WITH THE CITY OF BROKEN ARROW'S ZONING ORDINANCE. PYLON SIGNS WITHIN THE DEVELOPMENT SHALL BE PERMITTED TO DISPLAY NAMES AND TRADEMARKS OF BUSINESSES LOCATED WITHIN THE PROPERTY, WHICH SHALL NOT CONSTITUTE OFF PREMISES SIGNAGE.

SIGN 1 (CREEK TURNPIKE)	
DISPLAY SURFACE AREA	320 SQ.FT.
SIGN HEIGHT	40 FEET
SIGN 2 (MAIN ENTRANCE - SOUTH ASPEN AVENUE)	
DISPLAY SURFACE AREA	300 SQ.FT.
SIGN HEIGHT	30 FEET*
*THIS HEIGHT IS ONLY PERMITTED WITH A MIN. 20' SETBACK	
SIGN 3 (WEST TUCSON STREET)	
DISPLAY SURFACE AREA	62 SQ.FT.
SIGN HEIGHT	9.5 FEET
SIGN 4 (TENANT SIGNS)	
DISPLAY SURFACE AREA	50 SQ.FT.
SIGN HEIGHT	8.5 FEET

ACCESS AND CIRCULATION

THE PROPERTY SHALL BE PERMITTED A SIGNALIZED MAIN ENTRANCE DRIVE AND ANOTHER UNSIGNALIZED ENTRANCE ON S. ASPEN AVE. AS SHOWN ON EXHIBIT B, AND SUBJECT TO PERMITS AND APPROVALS FROM APPLICABLE GOVERNMENT AGENCIES (E.G., OKLAHOMA TURNPIKE AUTHORITY AND THE CITY OF BROKEN ARROW).

THE PROPERTY SHALL BE PERMITTED TWO UNSIGNALIZED ENTRANCES ON WEST TUCSON STREET AS SHOWN ON EXHIBIT B, SUBJECT TO PERMITS AND APPROVALS FROM THE CITY OF BROKEN ARROW.

FINAL PLANS FOR ACCESS TO THE PROPERTY FROM ALL PUBLIC RIGHTS-OF-WAY WILL BE DETERMINED DURING THE PLATTING PROCESS APPROVED BY THE CITY OF BROKEN ARROW AND OKLAHOMA TURNPIKE AUTHORITY.

A PRIVATE STREET WILL SERVE HACKBERRY MARKET AS SHOWN ON EXHIBIT F. THIS STREET WILL CONNECT TO SOUTH ASPEN AT THE MAIN SIGNALIZED ENTRANCE TRAVERSE THROUGH THE DEVELOPMENT AND WILL CONNECT WEST TUCSON STREET. THE PRIVATE STREET WILL BE IN A RESERVE AREA, MAINTAINED BY THE DECLARANT PARCEL OWNER IDENTIFIED IN A DECLARATION OF RESTRICTIVE COVENANTS TO BE FILED OF RECORD FOR THE PROPERTY DESCRIBED IN EXHIBIT A. ALSO, THE PRIVATE STREET WILL BE MAINTAINED TO CITY OF BROKEN ARROW STANDARDS.

IN THE EVENT THE DECLARANT SHOULD FAIL TO PROPERLY MAINTAIN THE PRIVATE STREET ADJACENT TO THE SIGNALIZED INTERSECTION ON SOUTH ASPEN AVENUE OR, IN THE EVENT THE CITY OF BROKEN ARROW WISHES TO IMPROVE SAID INTERSECTION PAVING, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE OR IMPROVEMENTS NECESSARY TO ACHIEVE THE INTENDED STREET FUNCTIONS.

PUBLIC SIDEWALKS SHALL BE CONSTRUCTED ALONG S. ASPEN AVE. AND W. TUCSON ST. AS EACH STREET-ABUTTING LOT IS DEVELOPED, ALL PUBLIC SIDEWALKS WILL BE BUILT TO THE DEVELOPMENT STANDARDS OF THE CITY OF BROKEN ARROW. PUBLIC SIDEWALKS SHALL BE A MINIMUM OF FIVE (5) FEET IN WIDTH, ADA COMPLIANCE, AND SHALL TIE INTO OTHER SIDEWALKS ABUTTING THE SITE BOUNDARIES.

HACKBERRY MARKET WILL ALSO BE SERVED BY INTERNAL SIDEWALKS ALSO SHOWN ON EXHIBIT F. AN EAST-WEST SIDEWALK WILL BE ALONG ONE SIDE OF THE MAIN ENTRANCE FROM SOUTH ASPEN AVENUE. IN ADDITION, A NORTH-SOUTH SIDEWALK WILL BE IN FRONT OF THE HOME IMPROVEMENT AND JR. ANCHOR STORES AND WILL CONNECT TO THE PUBLIC SIDEWALK ALONG WEST TUCSON STREET.

CONDITIONAL FINAL PLAT

HACKBERRY MARKET

PUD-001818-2024

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, 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, EASEMENTS, AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSOR, 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 OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND 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

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 CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

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.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF: ROYCE ENTERPRISES, INC., BEING THE SOLE OWNER OF HACKBERRY MARKET, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION, AND COVENANTS THIS ____ DAY OF _____, 2025.

OWNER _____
NAME

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2025.

BY _____, AS _____ OF _____

NOTARY PUBLIC

MY COMMISSION NO: _____

MY COMMISSION EXPIRES: _____

[SEAL]

CERTIFICATE OF SURVEY

I, SHAWN COLLINS, RPLS, OF SISEMORE & ASSOCIATES, A LICENSED LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, 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 HACKBERRY MARKET, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2025.



SHAWN A. COLLINS, PLS
OKLAHOMA NO. 1788

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2025, BY SHAWN A. COLLINS, AS PRESIDENT OF SISEMORE & ASSOCIATES.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/11/2028

MY COMMISSION NUMBER: 00020202

[SEAL]

