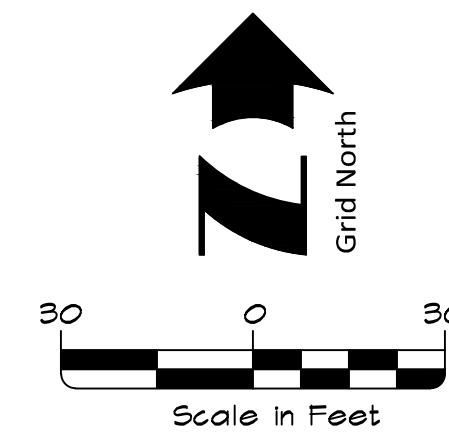


*An Addition to the City of Broken Arrow, Oklahoma & Being a Subdivision of Part of the Northwest Quarter (NW1/4),
Section 8, Township 18 North, Range 15 East, City of Broken Arrow, Wagoner County, Oklahoma
ZONING: Commercial General District (CG)*



ADDRESS:
3801 E. Kenosha Street
Broken Arrow, OK

GENERAL NOTES:

- REFERENCE DOCUMENTS:**

-

MAYOR	DATE
ATTEST: CITY CLERK	DATE

Case No. _____

Project No. CAS-119a

Drawn By JDS
Checked By KAS

Date: 07.25.19

Sheet 1 of 2

ENGINEER
Morrison Shipley Engineers Inc
 2407 SW Cottonwood St.
 Bentonville, AR 72712
 Contact: John Wary
 Telephone: (479)-273-2209
 C.O.A. #3055 Exp Date 06.30.2021

SURVEYOR
Morrison Shipley Engineers Inc.
 2407 SW Cottonwood St.
 Bentonville, AR 72712
 Contact: Keith Sikes
 Telephone: (479)-273-2209
 C.O.A. #3055 Exp Date 06.30.2021

DEVELOPER
Casey's Marketing Company
P.O. Box 3004
3305 SE Delaware Avenue
Ankeny, IA 50021
Contact: Katie DeRouchey
Telephone: (515)-963-3829

MORRISON  **SHIPLEY**

C.O.A. #3055 Exp. Date: 06.30.2021

2407 SE COTTONWOOD STREET • BENTONVILLE, AR 72712 • 479.273.2209 • MORRISONSHIPLEY.COM

PRELIMINARY PLAT
CASEY'S GENERAL STORE 3, LOT 1, BLOCK 1

An Addition to the City of Broken Arrow, Oklahoma & Being a Subdivision of Part of the Northwest Quarter (NW1/4),
Section 8, Township 18 North, Range 15 East, City of Broken Arrow, Wagoner County, Oklahoma
ZONING: Commercial General District (CG)

DEED DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT Armory LLC., an Oklahoma limited liability company , hereinafter collectively referred to as the “Owners”, are the Owners of the following described real estate situated in the City of Broken Arrow, Wagoner County, State of Oklahoma, to-wit:

Part of the Northwest Quarter (NW1/4) of Section 8, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, Oklahoma, being more particularly described as follows:

COMMENCING at a MAG nail with CA 6391 washer marking the northwest corner of said Northwest Quarter (NW1/4) of Section 8; thence by bearing and distance (basis of bearing, Grid North), South 01°24'23” East along the west line of said Northwest Quarter (NW1/4) a distance of 115.10 feet; thence leaving said west line, North 88°35'37” East a distance of 70.00 feet to a one-half inch (1/2”) rebar with PLS #1700 cap on the east line of 37th Street (S. 209th Street), as acquired by Warranty Deed, Book 1733, page 761, filed February 6, 2008, and the POINT OF BEGINNING; thence North 43°38'00” East along said east line a distance of 63.60 feet to a one-half inch (1/2”) rebar with PLS #1700 cap on the south line of E. Kenosha Street, also acquired by said Warranty Deed, Book 1733, page 761, filed February 6, 2008; thence North 88°40'23” East along said south line a distance of 295.06 feet to a one-half inch (1/2”) rebar with PLS #1700 cap; thence leaving said south line, South 01°24'23” East a distance of 230.00 feet to a one-half inch (1/2”) rebar with PLS #1700 cap; thence South 88°40'23” West a distance of 340.07 feet to a one-half inch (1/2”) rebar with PLS #1700 cap on said east line of 37th Street (S. 209th Street); thence North 01°24'23” West along said east line a distance of 185.00 feet to the Point of Beginning.

The Owners have caused the above described lands to be surveyed, staked, platted and subdivided into one lot and one block, as shown by the accompanying plat, and has designated this subdivision to be CASEY'S GENERAL STORE 3, Lot 1, Block 1, an addition to the City of Broken Arrow, Wagoner County, Oklahoma.

NOW, therefore, the Owners being the owners of all the property herein above described, for the purpose of providing for the orderly development of said CASEY'S GENERAL STORE 3, Lot 1, Block 1, and for the purpose of insuring adequate covenants and restrictions for the mutual benefit of the Owners, their successors, grantees and assigns, and the City of Broken Arrow, Oklahoma, the beneficiaries of the covenants set forth in Section I below, with respect to such covenants only, do hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the Owner or the Owners of said CASEY'S GENERAL STORE 3, Lot 1, Block 1, and by the beneficiaries of the covenants set forth in Section I below, with respect to such covenants only and which shall be enforceable as hereinafter set forth.

SECTION I. PUBLIC STREETS , PUBLIC IMPROVEMENTS, AND UTILITY EASEMENTS

The Owners hereby dedicates to the public the street rights-of-way depicted on the accompanying plat. The Owners further dedicates to the public the utility easements designated as 'U/E' or 'utility easement' for the several purposes of constructing, maintaining, operating, repairing and 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, manholes 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 stated, provided the Owners reserve the right to construct, maintain, operate, lay and repair or replace water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying, repairing and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to areas depicted on the plat. The Owners herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction that interferes with stated uses and purposes of the utility easements shall be placed, erected, installed or maintained, provided nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences which do not constitute an obstruction.

1.1 WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 1.1.1 The owner of the lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on his/her lot.
- 1.1.2 Within the utility easement, waterline, sanitary sewer, storm sewer and drainage easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main, or storm sewer or any construction activity that would interfere with public water mains, sanitary sewer mains, and storm sewers shall be prohibited.
- 1.1.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of sanitary sewer mains, and storm sewers, but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot, his agents or contractors. The owner of the lot shall be responsible for the maintenance of the underground storm sewer system that is located outside of any utility or storm water detention easement.
- 1.1.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground sanitary sewer, or storm sewer facilities.
- 1.1.5 The foregoing covenants set forth in the above paragraphs shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby
- 1.1.6 The City of Broken Arrow, Oklahoma or its successors, or Wagoner County Rural Water District #4 or its successors, shall be responsible for ordinary maintenance of public water mains but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot, his agents or contractors.

1.2 PAVING AND LANDSCAPING WITHIN EASEMENTS

The owner of the lot depicted on the accompanying plat may be responsible for the repair or damage to landscaping and paving occasioned by installation or necessary maintenance of underground water, sanitary sewer, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat, provided the City of Broken Arrow, Oklahoma, or its successors, or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.3 RESERVATION OF RIGHTS AND COVENANTS AS TO OBSTRUCTIONS

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 obstruction, maintenance, operation, laying and re-laying 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 and to areas outside of the plat. The owner herein imposes a restrictive covenant, which covenant shall be binding on the owner of any lot and shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, 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 shall be placed, erected, installed or maintained, provided nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences that do not constitute an obstruction.

1.4 CERTIFICATE OF OCCUPANCY RESTRICTIONS

No Certificate of Occupancy for a building within the subdivision shall be issued by the City of Broken Arrow until construction of the required infrastructure (streets, water, sanitary sewer and storm sewer systems) serving the entire subdivision has been completed and accepted by the City of Broken Arrow. Notwithstanding the foregoing, the City of Broken Arrow may authorize the phasing of the construction of infrastructure within the subdivision, and if phasing is authorized, a Certificate of Occupancy for a building within an authorized phase may be issued upon the completion and acceptance of the infrastructure serving the particular phase. The City of Broken Arrow's acceptance shall be evidenced by a document executed by the Mayor of the City of Broken Arrow (the "formal acceptance") and filed in the records of the Wagoner County Clerk. Building construction occurring prior to recording of the City's acceptance of infrastructure shall be at the risk of the owner of the lot, notwithstanding the issuance of a building permit.

SECTION I. PUBLIC STREETS, PUBLIC IMPROVEMENTS, AND UTILITY EASEMENTS - CONTINUED

1.5 UNDERGROUND SERVICE

- 1.5.1 Overhead lines for the supply of electric, telephone and cable television services may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by underground cable. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services 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.
- 1.5.2 Underground service cables and gas service lines to all structures which are 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.
- 1.5.3 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.
- 1.5.4 The owner of the lot shall be responsible for the protection of the underground service facilities located on their 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 of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- 1.5.5 The foregoing covenants set forth in this paragraph 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.

1.6 GAS SERVICE

- 1.6.1 The supplier of gas service through its agents and employees shall at all times have the right of access to all utility easements shown on the plat or as provided for in this Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
- 1.6.2 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 that 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 of the lot shall pay for damage or relocation of facilities caused or necessitated by acts of the owner of the lot, or its agents or contractors.
- 1.6.3 The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.7 STORMWATER DETENTION EASEMENT AND FACILITIES

- 1.7.1 For the common use and benefit of the owner of CASEY'S GENERAL STORE 3, Lot 1, Block 1, and for the benefit of the City of Broken Arrow, detention and drainage facilities are to be constructed within the Stormwater Detention Easement shown on the accompanying plat which is necessary to meet City of Broken Arrow detention and drainage requirements.
- 1.7.2 Detention and drainage facilities constructed in the Stormwater Detention Easement shall be in accordance with adopted standards of the City of Broken Arrow, and plans and specifications approved by the Engineering and Construction Department of the City of Broken Arrow.
- 1.7.3 No fence, wall, building or other obstruction may be placed or maintained in/on the Stormwater Detention Easement, nor shall there be any alteration of the grades or contours within the dedicated area of the Stormwater Detention Easement unless approved by the Engineering and Construction Department of the City of Broken Arrow.
- 1.7.4 The Stormwater Detention Easement shall be maintained by the owner of Lot 1, Block 1, in accordance with the following standard:
A. The detention easement shall be kept free of obstruction and debris.
B. Concrete appurtenances, underground detention facilities access points, and underground detention facilities shall be maintained in good working condition.
- 1.7.5 In the event the owner should fail to properly maintain the Stormwater Detention Easement and facilities therein situated upon, the City of Broken Arrow, or its designated contractor, may enter the Stormwater Detention Easement and perform maintenance to the achievement of the intended drainage and detention functions, and the cost thereof shall be paid by the owner.
- 1.7.6 In the event the owner fails to pay the cost of such maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow may file of record a copy of the statement of costs, and thereafter the cost shall be a lien against the owner. A lien established as above provided may be foreclosed by the City of Broken Arrow.

1.8 ROOF DRAIN REQUIREMENTS

The Owners hereby imposes a restrictive covenant, which covenant shall be binding on each affected lot owner, that the building constructed on this lot shall each have roof drains designed and constructed to discharge storm water runoff to the storm sewer system.

1.9 SIDEWALKS

Sidewalks are required along streets designated by and in accordance with subdivision regulations. Required sidewalks shall be constructed in conformance with City of Broken Arrow Engineering design standards. The Owners shall construct required sidewalks within reserve areas, common areas and along arterial street frontages of abutting lots having access onto minor streets. Where sidewalks are not constructed by the Owners, the owner of each lot shall construct the required sidewalk.

SECTION II. TERM, AMENDMENT AND ENFORCEMENT

2.1 ENFORCEMENT

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owners, their successors and assigns, and all parties claiming under them. Within the provisions of Section I, public streets, public improvements, and utility easements are set forth with certain covenants and the enforcement rights pertaining thereto and whether or not therein so stated the covenants within Section I, shall inure to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma. If the undersigned Owners, or their successors or assigns, shall violate any of the covenants within Section I, the supplier of utility service or the City of Broken Arrow, Oklahoma, may bring an 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.

2.2 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 Final Plat and Deed of Dedication unless terminated or amended as hereinafter provided.

2.3 AMENDMENT

The covenants contained within Section I, public streets, public improvements, and utility easements, may be amended or terminated at any time by written instrument signed and acknowledged by the owner(s) of the land to which the amendment or termination is to be applicable and approved by the City Of Broken Arrow Planning Commission, or their successors, or as otherwise provided by law. 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.

2.4 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 the event, Armory LLC, the “Owners”, or any of their successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or improved hereby, The City of Broken Arrow, Oklahoma, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restriction to prevent violation or to recover damages for the violation thereof. Invalidation of any of the covenants or restriction set forth herein by judgment or other action shall not affect the validity of any covenant or restriction which shall remain in full force and effect.

In witness whereof, Armory LLC, have caused these presents to be executed this ____ day of _____, 2019.

BY: _____ Date _____
David Cocolin, Managing Member

State of Oklahoma)
County of _____) SS

This instrument was acknowledged before me on _____ by _____.

(Signature of notarial officer)

(My commission expires: _____)

(My commission # _____)

CERTIFICATE OF SURVEY

I, Keith A. Sikes, 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 described above, and that the accompanying plat designated herein as CASEYS GENERAL STORE 3, LOT 1, BLOCK 1 an addition to the City of Broken Arrow, Wagoner 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 to the best of my knowledge and belief.

EXECUTED THIS ____ DAY of _____, 2019.



Keith A. Sikes
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1700

STATE OF ARKANSAS)
COUNTY OF BENTON) SS

Before me, the undersigned, a notary public in and for said county and state, on this ____ day of _____, 2019, personally appeared Keith A. Sikes, to me 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.

NOTARY PUBLIC

MY COMMISSION EXPIRES: (SEAL)

Case No. _____

Project No. CAS-119a

Drawn By JDS
Checked By KAS

Date: 07.25.19

Sheet 2 of 2



C.O.A. #3055 Exp. Date: 06.30.2021
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