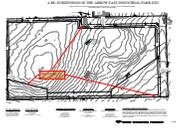


# CONDITIONAL FINAL-PLAT PEYDAY BA INDUSTRIAL PARK\_v1.pdf Markup Summary

E01 A 20' wide dedicated access path will need to be provided from the R/W to the reserve. The engineering in reserve B extends



**Page Label:** [1] PLAT  
**Author:** jdickeson

E01  
A 20' wide dedicated access path will need to be provided from the R/W to the reserve.  
The engineering in reserve B extends the slope into the easement and will interfere with the access from the SE corner.

E02 The perimeter 17.5' U/E will need to be outside of the PSO easement. The pond may need to be relocated to move the detent



**Page Label:** [1] PLAT  
**Author:** jdickeson

E02  
The perimeter 17.5' U/E will need to be outside of the PSO easement.  
The pond may need to be relocated to move the detention pond berm will be outside of the U/E.  
Recommend showing the 17.5' U/E on the north and east side of reserve A.

E03 Construction on the engineering plans is proposed for the detention pond but not for the area of the site intended to flow into it



**Page Label:** [1] PLAT  
**Author:** jdickeson

E03  
Construction on the engineering plans is proposed for the detention pond but not for the area of the site intended to flow into it.  
The reserve and the detention area are recommended not to be platted and constructed unless the grading for the facility and the corresponding drainage is completed. It is also recommended not to be platted as the use of this area is undefined and the facility may need to be enlarged.

P01 Correct abbreviation to match the legend. (1)



**Page Label:** [1] PLAT  
**Author:** Amanda

P01  
Correct abbreviation to match the legend.

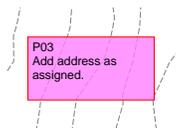
P02 Correct parenthesis location. (1)



**Page Label:** [1] PLAT  
**Author:** Amanda

P02  
Correct parenthesis location.

P03 Add address as assigned. (1)



**Page Label:** [1] PLAT  
**Author:** Amanda

P03  
Add address as assigned.





PLAT NO.

# CONDITIONAL FINAL PLAT PEYDAY BA INDUSTRIAL PARK A RE-SUBDIVISION OF THE ARROW EAST INDUSTRIAL PARK EXT

TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 20, T-18-N, R-15-E OF THE INDIAN MERIDIAN,  
WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS  
FOR PEYDAY BA INDUSTRIAL PARK

KNOW ALL MEN BY THESE PRESENTS:  
PEYDAY REALTY LLC, (HEREINAFTER THE "OWNER/DEVELOPER"), IS THE OWNER OF THE FOLLOWING-DESCRIBED REAL PROPERTY SITUATED IN THE  
CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

LEGAL DESCRIPTION:  
ALL OF THE ARROW EAST INDUSTRIAL PARK EXT. AND ALL OF THE VACATED STREET RIGHT OF WAYS.  
FILED IN WAGONER COUNTY CLERK PLAT CABINET 3-267-B

CONTAINING AN AREA OF 872,193 SQUARE FEET OR 20 ACRES, MORE OR LESS.

## SECTION I. EASEMENTS AND UTILITIES

### A. PUBLIC STREET AND UTILITY EASEMENTS.

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT AS "R.O.W.". ADDITIONALLY, THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE PLAT AS "U/E" OR "UTILITY EASEMENT FOR THE SEVERAL PURPOSES OF CONSTRUCTION, 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/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER OWNER/DEVELOPER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS, PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

P05  
Access limitations  
are not shown on the  
face of the plat.

### B. SEWER SERVICE.

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC SEWER MAINS LOCATED ON THE LOT.  
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH 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 SEWER MAIN, ALL GROUND LEVEL APERTURE, INCLUDING 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 SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.  
4. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT = ACCESS WITH THEIR EQUIPMENT TO EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF STAL MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND SEWER FACILITIES.  
5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR SUCCESSORS AND THE OWNER THE LOT AGREES TO BE BOUND HEREBY.

P06  
Add the provisions  
for Reserve B.

### C. WATER SERVICES

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON THE OWNER'S LOT.  
2. WITHIN THE UTILITY EASEMENTS DEPICTED, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.  
3. WAGONER COUNTY, OKLAHOMA AND WAGONER COUNTY RURAL WATER DISTRICT #4 OR IT'S SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGES RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER OF THE LOT, THEIR AGENTS, OR CONTRACTORS.  
4. WAGONER COUNTY, OKLAHOMA AND WAGONER COUNTY RURAL WATER DISTRICT #4 OR IT'S SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT TO ACCESS TO ALL EASEMENTS DEPICTED, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER FACILITIES.  
5. WHERE THE WATER LINES FALL WITHIN A UTILITY EASEMENT, THAT PORTION OF THE EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT #4 OR IT'S SUCCESSORS.  
6. THE FOREGOING COVENANTS SET SHALL BE ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA OR IT'S SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

### D. UNDERGROUND SERVICE.

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 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 SUBSECTION E 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

### E. 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 OF 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 SUBSECTION F SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

### F. 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 G SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER.

### G. 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.

### H. 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 SOUTH 145TH EAST AVENUE AND EAST 51ST STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS OR "LNA" 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.

### II RESERVE AREAS 'A&B'

A. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA "A" FOR THE PURPOSES OF PERMITTING THE FLOW, BOTH OVERLAND AND OTHERWISE, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.  
B. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE RESERVE SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.  
C. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE RESERVE AREA NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID RESERVE UNLESS APPROVED BY THE CITY OF BROKEN ARROW.  
D. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE ASSOCIATION SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE RESERVE IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:  
1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.  
2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.  
3. THE RESERVE SHALL BE KEPT FREE OF DEBRIS.  
4. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED AS NECESSARY.  
E. LANDSCAPING, SHALL BE ALLOWED WITHIN THE RESERVE, NO TREES WILL BE ALLOWED TO BE PLANTED WITHIN THE THE LIMITS OF THE DETENTION AREA OR EMBANKMENTS.  
F. IN THE EVENT THE HOMEOWNER'S ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE RESERVE, THE CITY OF BROKEN ARROW, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS OF 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 STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY WAGONER COUNTY.  
G. RESERVE AREA 'A' SHALL BE UTILIZED AS A STORMWATER DETENTION AND OVERLAND DRAINAGE EASEMENT, UTILITY EASEMENT, PARK AND OPEN SPACE USES.

## SECTION II. 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/DEVELOPER, ITS SUCCESSORS AND ASSIGNS.  
WITHIN THE PROVISIONS OF SECTION 1, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION 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 THAT THIRTY (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 \_\_\_\_\_, 2023.

PEYDAY REALTY LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY  
BY: \_\_\_\_\_

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023  
BY \_\_\_\_\_ AS MANAGER OF PEYDAY REALTY LLC.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY \_\_\_\_\_

P07  
Update year in  
signature sections.

### CERTIFICATE OF SURVEY:

I, JOHN L. LIBBY, JR., A REGISTERED 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 "SCOOTER'S at BATTLECREEK", 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 TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

BY: \_\_\_\_\_ JOHN L. LIBBY JR. DATE: \_\_\_\_\_



STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON \_\_\_\_\_ TH DAY OF \_\_\_\_\_ 2023, PERSONALLY APPEARED TO ME JOHN L. LIBBY JR., KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY \_\_\_\_\_

P08  
Add City signature  
box.

APPROVED \_\_\_\_\_ by the City Council  
of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk