

TIGER HILL PLAZA  
BROKEN ARROW, OK  
RESTRICTIVE COVENANTS/PUD 205B

I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNERS DO 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 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 INTO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE.

THE SUPPLIER OF SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL THE UTILITY EASEMENTS DEPICTED ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND ELECTRIC OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE SERVICE.

C. WATER AND SEWER SERVICE

1. THE OWNER OF THE TRACT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON THE LOT.
2. 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 AGENTS OR CONTRACTORS.
3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS 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.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
2. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS 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 GAS FACILITIES.

E. STORMWATER DETENTION

1. STORMWATER DETENTION FOR LOT 1 BLOCK 1, PART OF LOT 3 BLOCK 1, AND LOT 1 BLOCK 2 IS PROVIDED ONSITE, IN RESERVE A, TIGER HILL PLAZA.
2. DETENTION, AND OTHER DRAINAGE FACILITIES WITHIN RESERVE A, SHALL BE MAINTAINED BY FLIGHTSAFETY INTERNATIONAL INC. TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTION AND SILTATION. FLIGHTSAFETY INTERNATIONAL INC. SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA, WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
  - a. THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
  - b. THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

A. MUTUAL ACCESS AGREEMENT

THIS AGREEMENT PERTAINS TO THE PROPERTIES IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, IDENTIFIED AS LOTS 1, 2, AND 3, BLOCK 1; LOT 1, BLOCK 2; AND RESERVE A AS SHOWN HEREON.

1. IT IS MUTUALLY AGREED AMONG THE OWNERS OF THE AFOREMENTIONED LOTS 1 AND 2, BLOCK 1, THAT THE LIMITS OF ACCESS ALONG 9TH STREET (LYNN LANE) AND E. KENOSHA ST. (71ST STREET) FOR LOT 1, BLOCK 1 SHALL PROVIDE A BLANKET ACCESS EASEMENT TO LOT 2, BLOCK 1 FOR THE PURPOSES OF INGRESS AND EGRESS.
2. IT IS MUTUALLY AGREED AMONG THE OWNERS OF THE AFOREMENTIONED LOTS 1 AND 3, BLOCK 1 THAT THE LIMITS OF ACCESS ALONG 9TH STREET (LYNN LANE) AND E. KENOSHA ST. (71ST STREET) FOR LOT 1, BLOCK 1 SHALL PROVIDE A BLANKET ACCESS EASEMENT TO LOT 3, BLOCK 1, FOR THE PURPOSES OF INGRESS AND EGRESS.
3. IT IS MUTUALLY AGREED AMONG THE OWNERS OF THE AFOREMENTIONED LOT 1, BLOCK 1, THAT THE LIMITS OF ACCESS ALONG 9TH STREET (LYNN LANE) AND E. KENOSHA STREET (71ST STREET) FOR LOT 1, BLOCK 1, SHALL PROVIDE A BLANKET ACCESS EASEMENT TO LOT 1, BLOCK 2 AND RESERVE A, FOR THE PURPOSES OF INGRESS AND EGRESS.

PUD 205B

TIGER HILL PLAZA IS A 38 ACRE (GROSS) TRACT AT THE SOUTHWEST CORNER OF KENOSHA STREET (71ST STREET) AND 9TH STREET (LYNN LANE)/17TH E. AVENUE. THE PROPERTY, WHICH CONTAINS A HILL, IS HIGHLY VISIBLE FROM THE BROKEN ARROW EXPRESSWAY TO THE NORTH.

THE PROPERTY CONTAINS THREE LARGE WATER TANKS THAT SERVE THE CITY OF BROKEN ARROW. IN ADDITION, THERE ARE TWO TELECOMMUNICATION TOWERS AND NUMEROUS COMMUNICATION ANTENNAS ON TOP OF THE HILL.

AS PART OF THIS PUD, THE PROPERTY WILL BE DIVIDED INTO THREE DEVELOPMENT AREAS - A, B, AND C. THE LOCATION OF THE DEVELOPMENT AREAS ARE SHOWN IN EXHIBIT 1 OF PUD 205B. ON THE SOUTH END, HEREIN REFERRED TO AS DEVELOPMENT AREA A LOT 1, BLOCK 1; LOT 1, BLOCK 2; AND RESERVE A, THE CITY OF BROKEN ARROW WILL BE LEASING LOT 1, BLOCK 1 TO FLIGHTSAFETY INTERNATIONAL INC.

THE NORTH END OF THE PROPERTY, REFERRED TO AS DEVELOPMENT AREA B (LOT 2, BLOCK 1), WILL BE USED FOR COMMERCIAL AND/OR OFFICE USES. THE CITY OF BROKEN ARROW WILL EITHER LEASE OR SELL THIS PORTION OF THE PROPERTY TO POTENTIAL USERS.

THE CENTRAL PART OF THE PROPERTY, WHERE THE WATER TANKS AND COMMUNICATION TOWERS ARE LOCATED, WILL CONTINUE TO BE USED IN THIS MANNER. THIS AREA WILL BE REFERRED TO AS DEVELOPMENT AREA C (LOT 3, BLOCK 1).

DEVELOPMENT AREA A (LOT 1, BLOCK 1; LOT 1, BLOCK 2; AND RESERVE A)

DEVELOPMENT AREA A SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE IL (INDUSTRIAL LIGHT) DISTRICT EXCEPT AS DESCRIBED BELOW.

LAND AREA: 26.83 ACRES

PERMITTED USES:

THE USES PERMITTED AS A MATTER OF RIGHT IN THE IL, INDUSTRIAL LIGHT DISTRICT, AS WELL AS CUSTOMARY ACCESSORY USES, EXCEPT FOR THE FOLLOWING USES LISTED IN TABLE 3.1-1 OF THE BROKEN ARROW ZONING ORDINANCE ARE PROHIBITED:

- CREMATORIUM, WITHOUT FUNERAL PARLOR OR PUBLIC AREA
- ANIMAL PET SHOP, RETAIL
- ANIMAL TRAINING SCHOOL
- KENNEL
- VETERINARY CLINIC/ANIMAL HOSPITAL
- BOAT AND/OR RV STORAGE
- CAR WASH
- GASOLINE SALES
- VEHICLE SERVICE AND REPAIR, MAJOR
- VEHICLE SERVICE AND REPAIR, MINOR
- MINI STORAGE

USES IDENTIFIED AS REQUIRING A SPECIFIC USE PERMIT, SHALL BE ALLOWED WITH THE APPROVAL OF A SPECIFIC USE PERMIT.

MINIMUM LOT SIZE: 1 ACRE

MINIMUM LOT FRONTAGE ON PUBLIC STREET: 200 FEET

LOT SPLITS:

LOT SPLITS SHALL BE PERMITTED PROVIDED EACH LOT HAS A MINIMUM FRONTAGE OF 200 FEET ON A PUBLIC STREET OR FRONTS UPON A PRIVATE DRIVE THAT PROVIDES ACCESS TO A PUBLIC STREET AND NO ADDITIONAL ACCESS POINTS ARE ESTABLISHED TO KENOSHA STREET OR 9TH STREET/LYNN LANE.

MAXIMUM BUILDING HEIGHT: 75 FEET

OFF-STREET PARKING:

AS REQUIRED BY SECTION 5.4 OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT THAT SHARED PARKING SPACES WILL BE LOCATED WITHIN 1000 FEET OF AN ENTRANCE TO THE BUILDING THAT THE PARKING IS INTENDED TO SERVE. PART OF THE REQUIRED OFF-STREET PARKING FOR A LOT MAY BE PROVIDED ON ANOTHER LOT WITH APPROVED MUTUAL ACCESS AND PARKING COVENANTS.

MINIMUM BUILDING SETBACKS:

FROM THE 9TH STREET/LYNN LANE RIGHT-OF-WAY: 50 FEET  
FROM THE SOUTH BOUNDARY: 0 FEET FROM IL, 50 FEET FROM ANY RESIDENTIALLY ZONED PROPERTY  
FROM THE WEST BOUNDARY: 50 FEET  
FROM DEVELOPMENT AREAS B OR C: 20 FEET

LANDSCAPING AND SCREENING:

LANDSCAPING AND SCREENING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 5.2 OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT THAT A LANDSCAPED EDGE OF AT LEAST 20 FEET IN WIDTH SHALL BE PROVIDED ADJACENT TO ANY RESIDENTIALLY ZONED PROPERTY. IN THIS LANDSCAPE EDGE ADJACENT TO THE RESIDENTIAL DISTRICT, AT LEAST ONE EVERGREEN TREE AS LISTED IN SECTION 5.2.B.4 OF THE ZONING ORDINANCE SHALL BE PLANTED PER 25 LINEAL FEET. THE TREES MAY BE GROUPED TOGETHER OR EVENLY SPACED. THE WEST BOUNDARIES OF THE LOT WHERE MATURE TREES CURRENTLY PROVIDE SCREENING ARE EXCLUDED FROM THIS REQUIREMENT. IN ADDITION, A LANDSCAPED EDGE OF AT LEAST 15 FEET IN WIDTH SHALL BE PROVIDED ALONG KENOSHA STREET AND 9TH STREET/LYNN LANE. IN THIS LANDSCAPED EDGE, AT LEAST ONE TREE AS LISTED IN SECTION 5.2.B.4 OF THE ZONING ORDINANCE SHALL BE PLANTED PER 40 LINEAL FEET. THE TREES MAY BE GROUPED TOGETHER OR EVENLY SPACED. AN 8-FOOT TALL WOOD SCREENING FENCE, OR ACCEPTABLE ALTERNATIVE FOR BOTH PROPERTY OWNERS, WILL BE PLACED ALONG THE PROPERTY LINE BETWEEN THE PROPERTY AND THE BROKEN ARROW CHURCH OF CHRIST PROPERTY TO THE WEST. AN 8' BLACK, VINYL, CHAIN-LINK FENCE WILL BE USED BETWEEN THE LOT AND THE FULL GOSPEL MISSION CHURCH PROPERTY TO THE SOUTH AND EAST.

SIGNS:

SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 5.7 OF THE ZONING ORDINANCE EXCEPT THAT ALL FREESTANDING SIGNS SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 15 FEET AND A MAXIMUM SIZE OF 150 SQUARE FEET OF DISPLAY SURFACE AREA. ALL FREESTANDING SIGNS SHALL BE LOCATED OUTSIDE ANY UTILITY EASEMENT. IN ADDITION, ALL FREESTANDING SIGNS SHALL HAVE A MONUMENT TYPE BASE. THE BASE OF THE SIGN SHALL BE OF THE SAME MATERIAL AS THE PRINCIPAL BUILDING ON THE LOT. NO FLASHING, TWINKLING, OR ANIMATED SIGNS SHALL BE ALLOWED.

LIGHTING:

ALL EXTERIOR LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 5.6 OF THE ZONING ORDINANCE. IN ADDITION, ALL EXTERIOR LIGHTS SHALL BE LOCATED OUTSIDE THE UTILITY EASEMENT LOCATED ALONG KENOSHA STREET AND 9TH STREET/LYNN LANE.

LAND AREA: 6.84 ACRES

DEVELOPMENT AREA B (LOT 2, BLOCK 1)

DEVELOPMENT AREA B SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE CG (COMMERCIAL GENERAL) DISTRICT EXCEPT AS DESCRIBED BELOW.

LAND AREA: 6.84 ACRES

PERMITTED USES:

THE USES PERMITTED AS A MATTER OF RIGHT IN THE CG, COMMERCIAL GENERAL DISTRICT, AS WELL AS CUSTOMARY ACCESSORY USES, EXCEPT FOR THE FOLLOWING USES LISTED IN TABLE 3.1-1 OF THE BROKEN ARROW ZONING ORDINANCE ARE PROHIBITED:

- OPEN AIR MARKET OR FLEA MARKET

OTHER USES IDENTIFIED AS REQUIRING A SPECIFIC USE PERMIT, SHALL BE ALLOWED WITH THE APPROVAL OF A SPECIFIC USE PERMIT.

MINIMUM LOT SIZE: 30,000 SQUARE FEET

MINIMUM LOT FRONTAGE ON PUBLIC STREET: 150 FEET

LOT SPLITS:

LOT SPLITS SHALL BE PERMITTED PROVIDED EACH LOT HAS A MINIMUM FRONTAGE OF 150 FEET ON A PUBLIC STREET OR FRONTS UPON A PRIVATE DRIVE THAT PROVIDES ACCESS TO A PUBLIC STREET AND NO ADDITIONAL ACCESS POINTS ARE ESTABLISHED TO KENOSHA STREET OR 9TH STREET/LYNN LANE.

OFF-STREET PARKING:

AS REQUIRED BY SECTION 5.4 OF THE BROKEN ARROW ZONING ORDINANCE. PART OF THE REQUIRED OFF-STREET PARKING FOR A LOT MAY BE PROVIDED ON ANOTHER LOT WITH APPROVED MUTUAL ACCESS AND PARKING COVENANTS.

# TIGER HILL PLAZA

A PART OF THE NE/4 NE/4 OF SECTION 11,  
TOWNSHIP 18 NORTH, RANGE 14 EAST  
BROKEN ARROW, TULSA COUNTY, OKLAHOMA  
A RE-PLAT OF HILLSIDE PARK, PUD 205B  
AND A RE-PLAT OF PARTS OF BLOCKS 1 AND 4,  
MOUND VIEW ADDITION

MINIMUM BUILDING SETBACKS:

FROM KENOSHA STREET OR 9TH STREET/LYNN LANE RIGHT-OF-WAY  
WITH PARKING IN FRONT OF THE BUILDING: 50 FEET

FROM KENOSHA STREET OR 9TH STREET/LYNN LANE RIGHT-OF-WAY  
WITH 25 FEET OF LANDSCAPED AREA PROVIDED ADJACENT TO THE RIGHT-  
OF-WAY AND NO PARKING IN FRONT OF THE BUILDING: 25 FEET

FROM DEVELOPMENT AREAS A OR C: 10 FEET

FROM INTERNAL BOUNDARIES: 0 FEET, PROVIDED BUILDING CODE REQUIREMENTS ARE MET

LANDSCAPING AND SCREENING:

LANDSCAPING AND SCREENING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 5.2 OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT THAT A LANDSCAPED EDGE OF AT LEAST 15 FEET IN WIDTH SHALL BE PROVIDED ALONG KENOSHA STREET AND 9TH STREET/LYNN LANE. IN THIS LANDSCAPED EDGE, AT LEAST ONE TREE AS LISTED IN SECTION 5.2.B.4 OF THE ZONING ORDINANCE SHALL BE PLANTED PER 40 LINEAL FEET. THE TREES MAY BE GROUPED TOGETHER OR EVENLY SPACED.

SIGNS

SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 5.7 OF THE ZONING ORDINANCE. ALL FREESTANDING SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 5.7.D INTEGRATED DEVELOPMENT IDENTIFICATION, EXCEPT THAT THE ONE SIGN IDENTIFYING THE DEVELOPMENT AND/OR TENANT OR TENANTS LOCATED WITHIN THE DEVELOPMENT AREA SHALL BE LIMITED TO 15 FEET IN HEIGHT. A SEPARATE SPECIFIC USE PERMIT FOR THE INTEGRATED DEVELOPMENT IDENTIFICATION SIGNS IS NOT REQUIRED.

LIGHTING

ALL EXTERIOR LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 5.6 OF THE ZONING ORDINANCE. IN ADDITION, ALL EXTERIOR LIGHTS SHALL BE LOCATED OUTSIDE THE UTILITY EASEMENT LOCATED ALONG KENOSHA STREET AND 9TH STREET/LYNN LANE.

DEVELOPMENT AREA C (LOT 3, BLOCK 1)

DEVELOPMENT AREA C SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE IL (LIGHT INDUSTRIAL) DISTRICT EXCEPT AS DESCRIBED BELOW.

LAND AREA: 4.48 ACRES

PERMITTED USES:

- THE ONLY USES ALLOWED IN DEVELOPMENT AREA C INCLUDE THE FOLLOWING:
  - UTILITY FACILITY, MINOR
  - TOWER (INCLUDING ANY FACILITY WITH TOWER)
  - TELECOMMUNICATION FACILITIES AND TOWERS

MINIMUM BUILDING SETBACK:

FROM DEVELOPMENT AREAS A OR B: 0 FEET

ACCESS AND CIRCULATION

TIGER HILL PLAZA HAS EXCELLENT ACCESS TO BOTH THE LOCAL AND REGIONAL STREET AND HIGHWAY NETWORK. THE NORTH SIDE OF THE PROPERTY IS LOCATED NEXT TO KENOSHA STREET, A PRIMARY ARTERIAL STREET THAT EXTENDS FROM EAST BROKEN ARROW TO WEST OF TULSA. LYNN LANE, A SECONDARY ARTERIAL STREET, ALONG THE EAST BOUNDARY, HAS A FULL DIRECTION INTERCHANGE WITH THE BROKEN ARROW EXPRESSWAY LESS THAN A HALF MILE NORTH OF THE PROPERTY. POINTS OF ACCESS FROM TIGER HILL PLAZA TO BOTH KENOSHA STREET AND 9TH STREET/LYNN LANE SHALL BE IN ACCORDANCE WITH SECTION 5.3 OF THE ZONING ORDINANCE.

DEVELOPMENT AREA BOUNDARY ADJUSTMENTS

THE LAND AREA ASSOCIATED WITH EACH OF THE DEVELOPMENT AREAS IS ALLOWED TO FLUCTUATE BY UP TO 15 PERCENT WITHOUT AN AMENDMENT TO THE PUD.

PLATTING

DEVELOPMENT AREA A (LOT 1, BLOCK 1; LOT 1, BLOCK 2; AND RESERVE A)

NO FINAL CERTIFICATE OF OCCUPANCY SHALL BE GRANTED FOR ANY LOT OR PARCEL WITHIN THIS AREA UNTIL THE PROPERTY HAS BEEN PLATTED.

DEVELOPMENT AREA B (LOT 2, BLOCK 1)

NO BUILDING PERMIT SHALL BE GRANTED FOR ANY LOT OR PARCEL WITHIN THIS PUD UNTIL THE PROPERTY HAS BEEN PLATTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BROKEN ARROW SUBDIVISION CODE.

SITE PLAN REVIEW

DEVELOPMENT AREA A (LOT 1, BLOCK 1; LOT 1, BLOCK 2 AND RESERVE A)

NO SHELL PERMIT (VERTICAL CONSTRUCTION) SHALL BE ISSUED FOR ANY BUILDING UNTIL A SITE PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW.

DEVELOPMENT AREA B (LOT 2, BLOCK 1)

NO BUILDING PERMIT SHALL BE ISSUED FOR ANY BUILDING UNTIL A SITE PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW.

## OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT CITY OF BROKEN ARROW AND FLIGHTSAFETY INTERNATIONAL INC., HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER" ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A PART OF THE NE/4 NE/4 OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 14 EAST, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, A RE-PLAT OF HILLSIDE PARK, PUD 205B AND A RE-PLAT OF PARTS OF BLOCKS 1 AND 4, MOUND VIEW ADDITION, AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 14 EAST. THENCE S 01°14'46" E ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) A DISTANCE OF 109.83 FEET. THENCE S 88°35'39" W A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. THENCE S 01°14'46" E AND PARALLEL WITH THE SAID EAST LINE NE/4 A DISTANCE OF 837.53 FEET. THENCE N 88°34'46" E A DISTANCE OF 35.25 FEET. THENCE S 01°14'46" E A DISTANCE OF 373.62 FEET. THENCE S 88°34'46" W A DISTANCE OF 534.51 FEET. THENCE S 01°14'49" E A DISTANCE OF 366.00 FEET. THENCE S 88°34'46" W A DISTANCE OF 408.66 FEET. THENCE N 01°17'02" W A DISTANCE OF 366.00 FEET. THENCE S 88°34'46" W A DISTANCE OF 349.50 FEET. THENCE N 01°18'33" W A DISTANCE OF 961.30 FEET. THENCE N 88°36'47" E A DISTANCE OF 222.36 FEET. THENCE N 01°23'53" W A DISTANCE OF 300.07 FEET TO A POINT THAT IS 60.00 FEET SOUTH OF THE NORTH LINE OF SAID NE/4. THENCE N 88°35'39" E AND PARALLEL WITH THE NORTH LINE OF THE NE/4 A DISTANCE OF 987.32 FEET. THENCE S 46°19'35" E A DISTANCE OF 70.37 FEET TO THE POINT OF BEGINNING. CONTAINING 1681858.5 SQUARE FEET OR 38.61 ACRES, MORE OR LESS.

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS(S) AND BLOCK(S), IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "TIGER HILL PLAZA", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, PREPARING, REPLACING, AND/OR REMOVAL 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 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/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 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/DEVELOPER 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

IN WITNESS WHEREOF THE UNDERSIGNED OWNERS, HAVE CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS 11<sup>th</sup> DAY OF November, 2012,

OWNER OF LOTS 1, 2, AND 3, BLOCK 1 AND LOT 1, BLOCK 2  
CITY OF BROKEN ARROW

CITY OF BROKEN ARROW

NOTARY PUBLIC

STATE OF OKLAHOMA )

TULSA COUNTY )

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS 11<sup>th</sup> DAY OF November, 2012, PERSONALLY APPEARED Cheryl Werley OWNER/DEVELOPER OF TIGER HILL PLAZA, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGING MEMBER 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

OWNER OF RESERVE A  
FLIGHTSAFETY INTERNATIONAL INC.

FLIGHTSAFETY INTERNATIONAL INC.

NOTARY PUBLIC

STATE OF OKLAHOMA )

TULSA COUNTY )

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS 12<sup>th</sup> DAY OF December, 2012, PERSONALLY APPEARED David Paulsen OWNER/DEVELOPER OF TIGER HILL PLAZA, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGING MEMBER 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 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 "TIGER HILL PLAZA", 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.

A.B. WATSON, JR. OK. PLS 1057

DATE: 12/10/12



## NOTARY PUBLIC

STATE OF OKLAHOMA )

TULSA COUNTY )

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS 12<sup>th</sup> DAY OF December, 2012, PERSONALLY APPEARED David Paulsen SURVEYOR OF TIGER HILL PLAZA, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGING MEMBER 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

