



ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

(an Oklahoma corporation)  
9810 East 42nd Street, Suite 100  
Tulsa, Oklahoma 74146  
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531  
RENEWAL DATE: JUNE 30, 2021

Planned Unit Development 289

# Harvest Center

A subdivision in the City of Broken Arrow, being a part of the  
N/2 of the SE/4 of Section 12, Township 18 North, Range 14 East  
of the Indian Base and Meridian, Tulsa County, State of Oklahoma

OWNER / DEVELOPER

Harvest Property Investments, L.L.C.

(an Oklahoma Limited Liability Company)  
P.O. Box 690234  
Tulsa, OK 74169  
918.286.1298

## CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$32,096.00 per tract receipt no. 17115 to be applied to 2022 taxes. This certificate is NOT to be construed as payment of 2022 taxes in full but is given in order that this plat may be filed on record. 2022 taxes may exceed the amount of the security deposit.

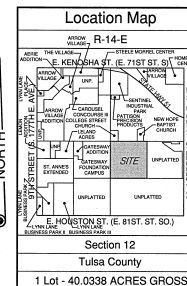
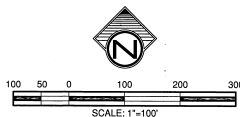
Dated: 03/25/2022

John M. Fouts

Tulsa County Treasurer

By: [Signature]

Deputy



Legend	
	Right of Way
	Dedicated to this Plat
Monument Notes	
A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CAS31" to be set at all plat boundary corners, prior to recordation unless noted otherwise.	
Basis of Bearings	
The Non-Astronomic Bearings for Said Tract Are Based on an Assumed Bearing of N00°09'54"W Along the East Line of "Gateway Foundation Campus", Subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, According to Official Recorded Plat Thereof, Plat No. 8406, as Filed in the Records of the Tulsa County Clerk.	
Benchmark	
A 5/8" Steel Pin Found at the Northwest Corner of the Southeast Quarter of Section 12, T-18-N, R-14-E, Tulsa County, State of Oklahoma	
Elevation = 752.14 NAVD88	
Stormwater Detention	
Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-021219-06. Stormwater detention for this plat will be provided on the site.	
Detention Easement	
A Detention Easement, to cover the future Stormwater Detention Facility, is to be dedicated by separate instrument when the location of the Stormwater Detention Facility is determined.	
Lot Addresses	
Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of the legal description.	



Harvest Center  
PT19-108 Sheet 1 of 2  
Date of Preparation: November 19, 2020

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# DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR HARVEST CENTER PUD No. 289

## KNOW ALL MEN BY THESE PRESENTS:

THAT Harvest Property Investments, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer" is the owner of the following described real estate situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, to wit:

The West 1320.00 feet of the North half of the Southeast Quarter (N/2 SE/4) of Section 12, Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, also being the northeast corner of "Gateway Foundation Campus", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6406, as filed in the records of the Tulsa County Clerk.

Beginning at a 5/8" steel pin found at the northwest corner of the north half of the southeast quarter (N/2 SE/4) of Section 12, T-18-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof; also being the northeast corner of "Gateway Foundation Campus", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6406, as filed in the records of the Tulsa County Clerk.

Thence N 89°59'22"E a distance of 1320.00 feet along the north line of said N/2 SE/4 to a point that is 2.18 feet west of the northeast corner of the west half of said N/2 SE/4;

Thence S 00°05'45"E and parallel with the west line of said N/2 SE/4 a distance of 1321.18 feet to a point on the south line of said N/2 SE/4 that is 3.52 feet west of the southeast corner of the west half of said N/2 SE/4;

Thence S 89°59'43"W along the south line of said N/2 SE/4 a distance of 1320.00 feet to a 3/8" steel pin found at the southeast corner of said N/2 SE/4, said point also being the southeast corner of said "Gateway Foundation Campus";

Thence N 00°05'41"W along the east line of said "Gateway Foundation Campus" a distance of 1321.05 feet to the "Point of Beginning".

Said tract contains 1,743,879 square feet or 40,033.89 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 00°05'41"W along the east line of "Gateway Foundation Campus" in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6406, as filed in the records of the Tulsa County Clerk.

Owner/Developer has caused the above described lands to be surveyed, staked, platted and subdivided into one (1) and one (1) block in conformity with the accompanying plat, and has designated the subdivision as "HARVEST CENTER", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma.

## SECTION I. STREET, EASEMENTS AND UTILITIES

### 1.1 Street, Easements and Utilities

The Owner/Developer does hereby dedicate for public use the street as depicted on the accompanying plat as East College Street, and does further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "UE", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appliances 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 the public street and the utility easements depicted on the plat, for the purpose of turning 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 the Owner/Developer and shall be enforceable by the City of Broken Arrow, 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 or other similar improvements that do not constitute an obstruction.

### 1.2 Underground Service

1.2.1 Overhead poles may be located in the subdivision as necessary if located in utility easements. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services shown on the plat of the subdivision. Sewer, pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 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 right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of meeting.

1.2.4 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 to 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 or installed by it. The supplier of electric, telephone, cable television or gas service shall have the right, privilege and authority to cut down, trim, or treat any trees and overgrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground facilities located on his 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 owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

### 1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on their lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level adjustments, to include valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Broken Arrow, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, their agents or contractors.

1.3.4 The City of Broken Arrow, or its successors, shall at all times have right of access to all easement-ways 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 water or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, or its successors, and the owner of the lot agrees to be bound hereby.

### 1.4 Surface Drainage

The lot shall receive and drain in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. The lot owner shall not 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 paragraph 1.4 shall be enforceable by any affected lot owner and by the City of Broken Arrow.

### 1.5 Paving and Landscaping Within Easements

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.

### 1.6 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East College Street within the bounds designated as "Limits of No Access" on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow.

## SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "HARVEST CENTER" was submitted as a planned unit development (entitled PUD No. 289) as provided within Section 5.4 of the Zoning Ordinance of the City of Broken Arrow (Ordinance No. 2891) as amended and existing on April 1, 2019 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 289 was approved by the Broken Arrow Planning Commission on April 25, 2019 and approved by the City of Broken Arrow City Council, on May 21, 2019; and

WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, running to and enforceable by the City of Broken Arrow, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow;

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

"HARVEST CENTER" PUD 289 shall be developed in accordance with the Broken Arrow Zoning Ordinance (the "Zoning Ordinance"), as such provisions existed on May 21, 2019, and the Use and Development Regulations of the ILL Industrial Light District, except as noted therein.

### 2.1 Development Standards - Lot 1/Block 1

2.1.1 Permitted Uses: Office, Office Business and Professional, Research Laboratory, General Industrial Service, Assembly, Light Manufacturing, Light Office Warehouse, Yard, Warehouse and Wholesale Establishment are permitted as a matter of right, together with uses customary accessory to the permitted uses.

2.1.2 Minimum Lot Frontage: 150 Ft.

2.1.3 Minimum Building Setbacks:

From the north boundary 30 Ft.  
From the east boundary 25 Ft.  
From the south boundary 30 Ft.  
From the west boundary 50 Ft.

Internal side lot setback 0 Ft.\*

\* Or as otherwise established by plat or lot split.

2.1.4 Maximum Building Height: 50 Ft.\*

\* Architectural elements may exceed the maximum building height with City of Broken Arrow approval.

2.1.5 Off-Street Parking:

As required by the Broken Arrow Zoning Code, unless otherwise modified by the City of Broken Arrow or the Broken Arrow Board of Adjustment.

2.1.6 Landscaping, Trees, Screening and Fencing:

Landscaping shall be provided in accordance with Section 5.2 of the Zoning Ordinance, except that the landscaped edge along East College Street shall be at least twenty (20) feet in width. Within such landscaped edge, at least one (1) tree will be installed and maintained for twenty five (25) feet of street frontage in the twenty (20) foot wide green space corridor along the frontage of East College Street. Additionally, a sidewalk will be constructed along East College Street. The landscaping along East College Street will include a minimum of twenty two (22) inches tall along the entire length of the parking area within two hundred (200) feet of East College Street. This will buffer the residential area to the north from the parking and other activities within the subdivision. All trees installed within the landscaped edge shall be medium to large trees as identified in the approved tree list of the Zoning Ordinance and shall be permanently maintained. At least fifty (50) percent of the trees along East College Street shall be evergreen. At least twenty-five (25) percent of the lot shall be landscaped open space.

2.1.7 Service, Storage and Off-Street Loading Areas:

Service, storage and off street loading areas shall be screened as required by the Zoning Ordinance and no service, storage or off street loading areas shall be located closer than two hundred (200) feet from the northerly boundary of the subdivision.

2.1.8 Transportation and Access:

The subdivision will be allowed two access points onto East College Street. The points of access shall comply with the separation requirements of the Zoning Ordinance.

2.1.9 Exterior Lighting:

Exterior lighting shall be in conformance with Section 5.6 of the Zoning Ordinance, except that all exterior lighting in the parking and vehicular drive areas shall be shielded and the light poles shall be limited to twenty (20) feet in height from grade. The twenty (20) foot landscaped buffer along the northerly boundary shall reduce light spillage at the northerly boundary of the subdivision. A photometric study and plan shall be submitted to the City that shows the foot candles of lighting at the northerly boundary in compliance with the Zoning Ordinance. All wall packs shall be shielded with the light directed downward.

2.1.10 Ground Signs:

Ground signs will be permitted as follows:

2.1.10.a One (1) monument sign with a maximum of ten (10) feet in height will be allowed for the subdivision along East College Street.

2.1.10.b All monument signs shall have a base constructed of materials that complement the building(s) on the lot and shall be set in a landscaped bed and maximum display surface area shall be as permitted by the Zoning Ordinance.

2.1.11 Wall Signs:

Wall signs shall be limited one (1) square foot of surface display area per linear foot of wall on which such wall sign is attached.

2.1.12 Building Facades

All building facades shall meet the masonry requirements of Section 5.8.H of the Zoning Ordinance.

## SECTION III ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

### 3.1 Enforcement

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 I, Street, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I, whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Broken Arrow. The

covenants contained in Section II, Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the City of Broken Arrow Zoning Code and shall inure to the benefit of the City of Broken Arrow, and the owners of the land within "HARVEST CENTER". If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section I, it shall be lawful for the City of Broken Arrow, or any owner of a part of the land within "HARVEST CENTER" to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent them or them from so doing or to compel compliance with the covenant. In any judicial action brought by an owner of a part of the land within "HARVEST CENTER" which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

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 Deed of Dedication unless terminated or amended as hereinafter provided.

The covenants contained within Section I, Streets, 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. The covenants contained within Section I, Planned Unit Development Restrictions, 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. 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.

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 WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this 30 day of January, 2021.

Harvest Property Investments LLC  
an Oklahoma limited liability company

*Chris Lewallen*  
by Chris Lewallen, Member

State of Oklahoma )  
County of Tulsa ) ss

This instrument was acknowledged before me this 30 day of January, 2021, by Chris Lewallen, Member of Harvest Property Investments LLC.

*David W. Murdoch*  
My commission No. is 09009310  
My commission expires 11-9-2021

## CERTIFICATE OF SURVEY

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and plotted the tract of land described above, and that the accompanying plat designated herein as "HARVEST CENTER", 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.

Executed this 10th day of March, 2022.

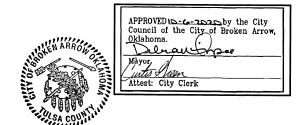
*David W. Murdoch*  
David W. Murdoch  
Registered Professional Land Surveyor  
Oklahoma No. 1404



State of Oklahoma )  
County of Tulsa ) ss

The foregoing Certificate of Survey was acknowledged before me this 10th day of March, 2022, by David W. Murdoch.

*Jack F. Notz*  
Jack F. Notz, Notary Public  
My commission No. is 12005192  
My commission expires May 31, 2024



HARVEST CENTER  
Date of Preparation: December 28, 2020 Sheet 2 of 2

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