

CONDITIONAL FINAL PLAT

MULLIN PLUMBING

PUD 231

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVEN (7), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN BASE AND MERIDIAN. AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT MULLIN PROPERTIES, LLC HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND SITUATED IN THE SW4 OF SECTION SEVEN (7), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SECTION SEVEN (7) THENCE N01°20'07"W A DISTANCE 1438.00 FEET TO THE POINT OF BEGINNING; THENCE S89°5'06"E A DISTANCE OF 1434.35 FEET PARALLEL TO THE SOUTH LINE OF SAID SW/4 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF OLD STATE HIGHWAY NO. 51; THENCE N42°17'04"W A DISTANCE OF 974.33 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID OLD STATE HIGHWAY NO. 51; THENCE S47°38'31"W A DISTANCE OF 299.15 FEET; THENCE N42°21'29"W A DISTANCE OF 528.50 FEET; THENCE N00°00'45" W A DISTANCE OF 298.27 FEET TO POINT ON THE NORTH LINE OF THE SOUTH HALF OF SECTION SEVEN (7); THENCE N89°48'29"W A DISTANCE OF 101.85 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTION SEVEN (7); THENCE S00°11'31"W A DISTANCE OF 50.00 FEET; THENCE S13°21'21"W A DISTANCE OF 215.48 FEET; THENCE S89°59'15"W A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SECTION SEVEN (7); THENCE S00°00'45"E A DISTANCE OF 944.62 FEET ALONG THE WEST LINE OF SECTION SEVEN (7) TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 847,917.114 SQUARE FEET, OR 19.465 ACRES.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE LOT IN ONE BLOCK AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "MULLIN PLUMBING", AN ADDITION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, (WHEREVER THE WORD "ADDITION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "MULLIN PLUMBING" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.) NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE ADDITION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS, 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 OWNER OF ANY PROPERTY WITHIN THE ADDITION 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 AND UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER 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 OWNER RESERVES 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 OWNER HERIN 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 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 PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.

1.1.4 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 WATER, 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.

1.2 PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF 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 HERIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER 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 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. NOTWITHSTANDING THE FOREGOING, THE CITY 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 ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. THE CITY'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.

1.5 NOT USED

1.6 UNDERGROUND SERVICE

1.6.1 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.

1.6.2 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.

1.6.3 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.

1.6.4 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 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.

1.6.5 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.

1.7 GAS SERVICE

1.7.1 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.

1.7.2 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.

1.7.3 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.

1.8 LOT SURFACE DRAINAGE

EACH LOT 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 LOT 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 HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.9 ROOF DRAIN REQUIREMENTS

THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH AFFECTED LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, THAT THE DWELLING CONSTRUCTED ON ALL LOTS SHALL EACH HAVE ROOF DRAINS DESIGNED AND CONSTRUCTED TO DISCHARGE STORMWATER RUNOFF TO THE STORM SEWER SYSTEM.

1.10 LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO N. 23RD STREET AND STATE HIGHWAY NO. 51 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 AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND 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 ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

1.11 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 OWNER 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 OWNER, THE OWNER OF EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

1.12 WATERLINE EASEMENT

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANY PLAT AS "WATERLINE EASEMENT" FOR THE PURPOSES TO CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING WATERLINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, VALVES, METERS AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATED.

1.13 SANITARY SEWER EASEMENT

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "SANITARY SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING SANITARY SEWER LINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, MANHOLES, LAMPHOLES AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATE.

1.14 OVERLAND DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF THE STORMWATER RUNOFF FROM THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN OVERLAND DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE ENGINEERING AND CONSTRUCTION DEPARTMENT.

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH THE STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THERE, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE

NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.15 DETENTION EASEMENT

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.

2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN DETENTION EASEMENTS NOR SHALL THERE BY ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- A. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
B. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
C. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
D. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
E. LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL BE ALLOWED WITHIN THE DETENTION EASEMENTS.

6. IN THE EVENT THE OWNER 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, THE CITY OF BROKEN ARROW, OKLAHOMA, 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 OWNER. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.16 MUTUAL ACCESS EASEMENT

MUTUAL ACCESS EASEMENTS, DEPICTED AS "MAE" OR "MUTUAL ACCESS EASEMENT" ON THE ACCOMPANYING PLAT, ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF EACH AFFECTED LOT OWNER, THEIR GUESTS, AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD; INJURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO; AND WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, THE OWNERS SUCCESSORS IN THE TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA, NOW, THEREOF, THE 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 IN TITLE, AND THE CITY OF BROKEN ARROW, OKLAHOMA, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH. THE DEVELOPMENT OF "MULLIN PLUMBING" (PUD 231) SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AND THE PROVISIONS OF PUD NO. 231.

Table with 3 columns: Land Area, Gross Land Area, Net Land Area. Values: 847,917.114 SF, 19,465 AC, 790,844.64 SF, 18.155 AC.

2.2 PERMITTED USES
USES PERMITTED BY RIGHT WITHIN THE IL - INDUSTRIAL LIGHT ZONING DISTRICT INCLUDING OFFICE, MAINTENANCE FACILITY, INDOOR STORAGE FACILITIES AND OUTDOOR STORAGE AREAS. ALSO ALLOWED IN ON-SITE SEWER DUMPING FACILITY.

2.3 MAXIMUM BUILDING FLOOR AREA: 400,343.91 SF

2.4 MAXIMUM BUILDING HEIGHT: 2 STORIES NOT TO EXCEED 40 FEET*
* ARCHITECTURAL FEATURES, SUCH AS PARAPETS, WILL BE PERMITTED TO EXCEED THE MAXIMUM HEIGHT AT DETAILED SITE PLAN APPROVAL.

2.5 MINIMUM OFF-STREET PARKING SPACES AND LOADING BERTHS
AS PROVIDED BY TABLE 5.4.1: OFF STREET PARKING SCHEDULED A OF THE BROKEN ARROW ZONING CODE.

2.6 MINIMUM LOT FRONTAGE 100 FT

2.7 MINIMUM BUILDING SETBACKS*
PERIMETER BOUNDARY EXCLUDING SOUTH BOUNDARY 50 FT
FROM SOUTH BOUNDARY OF PUD 150 FT
INTERNAL BOUNDARIES OF PUD 0 FT

* NO BUILDINGS OF BUSINESS SIGNAGE, WITH THE EXCEPTION OF DIRECTIONAL SIGNAGE, WILL BE ALLOWED WITHIN ANY UTILITY EASEMENT.

2.8 SIGNS

A. BUSINESS MONUMENT SIGNS - FREE STANDING SIGNS WILL BE LIMITED TO ONE (1) FOR EACH STREET FRONTAGE WITH A MAXIMUM OF 200 SF OF DISPLAY AREA AND 15 FT IN HEIGHT FOR EACH SUCH SIGN. NO FLASHING, TWINKLING, ANIMATED OR LED SIGN SHALL BE ALLOWED WITHIN 400 FEET OF THE SOUTH BOUNDARY. ALL FREESTANDING SIGNS SHALL HAVE A MONUMENT TYPE BASE THAT COVERS SUPPORT STRUCTURES. THE BASE OF THE SIGN SHALL BE OF THE SAME MATERIAL AS THE PRINCIPAL BUILDING ON THE LOT. NO PORTABLE SIGNS OR BANNERS SHALL BE PLACED ON THE LOT.

B. MINIMUM SEPARATION OF GROUND SIGNS - THERE WILL BE A MINIMUM OF 50 FT SEPARATION BETWEEN GROUND SIGNS. ALL FREE STANDING SIGNS WITHIN THE PROJECT WILL BE LOCATED OUTSIDE OF ANY UTILITY EASEMENTS.

C. WALL SIGNS - WALL SIGNS WILL BE PERMITTED NOT TO EXCEED 100 SF OF DISPLAY SURFACE FOR THE PRIMARY BUILDING LOCATED ON EACH LOT.

D. OTHER SIGNAGE MATTERS - SIGNS PROVIDED FOR IN PUD 231 MAY BE WITHIN 1500 FT OF ANY BILLBOARD.

2.9 ACCESS AND CIRCULATION

ACCESS TO THE PROJECT WILL BE OFF OF NORTH 23RD STREET AND OLD HIGHWAY 51. ACCESS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE. THE OFFICE ACCESS WILL BE OFF OF NORTH 23RD STREET. THE FLEET/YARD ACCESS WILL BE OFF OF OLD HIGHWAY 51. SIDEWALKS FIVE FEET IN WIDTH WILL BE INSTALLED ADJACENT TO ALL STREET FRONTAGES.

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA. MAYOR DATE ATTEST: CITY CLERK DATE

MULLIN PLUMBING

Case No: PT15-106
Detention Determination: # DD-30515-04
Sheet 2 OF 3
Date of Preparation: OCTOBER 21, 2015

CONDITIONAL FINAL PLAT

MULLIN PLUMBING

PUD 231

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVEN (7), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN BASE AND MERIDIAN. AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

2.10 LIGHTING

- A. LIGHTING SHALL CONFORM TO SECTION 5.6 OF THE ZONING CODE. A SITE LIGHTING PLAN AND DETAILS WILL BE SUBMITTED AS PART OF THE DETAIL SITE PLAN PACKAGE TO THE CITY FOR NECESSARY APPROVALS.
B. LIGHT POLES SHALL HAVE A MAXIMUM HEIGHT OF 20 FT. LIGHT POLES WITHIN FIFTY FEET OF THE SOUTH PUD BOUNDARY SHALL BE SHIELDED FROM THE SOUTH AND A 0 FC WILL BE REQUIRED ALONG THE SOUTH BOUNDARY LINE. A PHOTOMETRIC PLAN WILL BE SUBMITTED WITH THE SITE PLAN.

2.11 LANDSCAPE AREA

A MINIMUM OF TWENTY (20%) OF THE TOTAL NET LOT AREA OF THE PROJECT WILL BE IMPROVED AS INTERNAL LANDSCAPED OPEN SPACE.

2.12 HIGHWAY DESIGN OVERLAY DISTRICT

THE HIGHWAY DESIGN OVERLAY DISTRICT SHALL NOT APPLY TO THIS PROJECT.

2.13 BUILDING FACADES

STRUCTURES WITHIN 200 FEET OF A PUBLIC STREET RIGHT OF WAY SHALL HAVE THEIR VERTICAL EXTERIORS FACING THE STREET CONSTRUCTED OF BUT NOT LIMITED TO: MASONRY, CONCRETE PANELS, GLASS BLOCK, GLASS CURTAIN WALLS, EXTERIOR INSULATED FINISHED SYSTEMS (EIFS) OR STUCCO.

2.14 PARKING

PARKING WITHIN ANY OF THE LOTS COMPRISING THE PROJECT MAY EXCEED ONE HUNDRED TWENTY -FIVE PERCENT (125%) OF THE MINIMUM NUMBER OF OFF-STREET PARKING SPACES ESTABLISHED IN TABLE 5.4.1 UP TO ONE HUNDRED FIFTY PERCENT (150%) OF THE MINIMUM NUMBER OF OFF-STREET PARKING SPACES ESTABLISHED IN TABLE 5.4.1. THE EASTERN PROPOSED PARKING SPACES OF 123 SPACES AND THE FUTURE PARKING SPACES OF 172 SPACES SHALL BE CONSIDERED AS A STORAGE AREA AND NOT A PARKING LOT. NO LANDSCAPING REQUIREMENTS WILL BE REQUIRED FOR THIS AREA.

2.15 LANDSCAPING DETAILS

THE PROJECT LANDSCAPING CONCEPT WILL COMPLY WITH THE REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE FOR LANDSCAPED EDGES AND PARKING LOTS AND DRIVES. A 30 FT WIDE LANDSCAPE EDGE WILL BE PROVIDED ADJACENT TO N. 23RD STREET. A 20 FT WIDE LANDSCAPE EDGE WILL BE PROVIDED ADJACENT TO OLD HIGHWAY 51. A 65 FT WIDE LANDSCAPE EDGE WILL BE PROVIDED ON THE SOUTH BOUNDARY OF PUD 231. ALL TREES SHALL BE A MEDIUM TO LARGE TREE AS DEFINED IN THE ZONING ORDINANCE EXCEPT WHERE THERE ARE CONFLICTS WITH OVERHEAD POWER LINES. IN THE LANDSCAPED EDGE, AT LEAST ONE (1) TREE SHALL BE PLANTED PER THIRTY (30) LINEAR FEET OF STREET FRONTAGE. ON THE SOUTH PUD BOUNDARY, AT LEAST ONE (1) MEDIUM TO LARGE EVERGREEN TREE SHALL BE PLANTED FOR EVERY TWENTY (20) FEET. TREE PRESERVATION ON THE SOUTH BOUNDARY SHALL BE ENCOURAGED AND THE TREE CREDITS SHALL COMPLY TO SECTION 5.2.C.2 OF THE ZONING CODE.

AS A RESULT OF THE LANDSCAPING AND DISTANCE BETWEEN THE PROJECT IMPROVEMENTS AND THE NEIGHBORING RESIDENTIAL PROPERTY TO THE SOUTH, A SCREENING FENCE WILL BE REQUIRED WITHIN THE PROJECT. AN 8 FOOT HIGH OPAQUE FENCE SHALL BE INSTALLED IN ACCORDANCE WITH THE ZONING ORDINANCE ALONG THE SOUTH PROPERTY LINE. CHAIN LINK FENCING IS NOT ALLOWED ALONG THE SOUTH BOUNDARY.

IN THE PROJECT PARKING LOT ON THE WEST SIDE OF THE PROPERTY, AT LEAST ONE (1) TREE WILL BE PLANTED PER 15 PARKING SPACES. TREES WILL BE MEDIUM TO LARGE 2" CALIPER MINIMUM AT INSTALLATION AND WILL BE ON THE CITY'S APPROVED TREE LIST. NO PARKING SPACE IS LOCATED MORE THAN 50 FT FROM A LANDSCAPED AREA. THE EASTERN STORAGE PARKING LOT WILL NOT REQUIRE TREES.

ALL TRASH AND MECHANICAL EQUIPMENT AREAS (EXCLUDING UTILITY SERVICE TRANSFORMERS, PEDESTALS OR EQUIPMENT PROVIDED BY FRANCHISE UTILITY PROVIDERS) INCLUDING BUILDING MOUNTED, WILL BE SCREENED FROM PUBLIC VIEW IN SUCH A MANNER THAT THE AREAS CANNOT BE SEEN BY A PERSON STANDING AT GROUND LEVEL AT THE PROPERTY LINE. THE SCREENING FENCE SHALL BE A GALVANIZED CHAIN LINK FENCE WITH PRE-WOVEN FENCE SLATS.

THE LANDSCAPE FEATURES WITHIN THE PROJECT WILL BE MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 5.2 OF THE BROKEN ARROW ZONING CODE. ANY REQUIRED LANDSCAPE MATERIAL THAT FAILS SHALL BE REPLACED IN ACCORDANCE WITH THE ZONING ORDINANCE.

2.16 OUTDOOR STORAGE

ALL OUTDOOR STORAGE AREAS SHALL BE SCREENED FROM PUBLIC VIEW. NO OUTDOOR STORAGE IS PERMITTED ON UNPAVED AREAS.

2.17 FENCING

EXCEPT ON THE SOUTH BOUNDARY, THE YARD WILL BE ENCLOSED WITH AN 8 FOOT GALVANIZED CHAIN LINK FENCE. THERE WILL BE TWO (2) GATES THAT WILL PROVIDE ACCESS TO THE OFFICE PARKING LOT AND TO OLD S.H. 51. THE GATES SHALL CONTAIN KNOX BOXES.

2.18 SITE PLAN REVIEW

NO BUILDING PERMIT WILL BE ISSUED FOR ANY BUILDING WITHIN THE PROJECT UNTIL A PLANNED UNIT DEVELOPMENT DETAILED SITE PLAN AND DETAILED LANDSCAPE PLAN HAVE BEEN SUBMITTED TO THE CITY OF BROKEN ARROW AND APPROVED AS BEING IN COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT STANDARDS.

SECTION III. TERM, AMENDMENT AND ENFORCEMENT

3.1 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., PUBLIC STREETS AND UTILITY EASEMENTS, ARE SET FORTH 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 OWNER, OR ITS 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.

3.2 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 DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HERINAFTER PROVIDED.

3.3 AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS AND UTILITY EASEMENTS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY 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 CITY OF BROKEN ARROW AREA 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.

3.4 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 WITNESS WHEREOF, THE OWNERS HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS DAY OF 2015.

MULLIN PROPERTIES, LLC
BY: ROBERT MORRIS, MANAGING MEMBER

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY OF 2015, PERSONALLY APPEARED ROBERT MORRIS TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MANAGING MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, LEE MARLOW, 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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS DAY OF 2015.

BY: LEE MARLOW
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 933

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE DAY OF 2015, PERSONALLY APPEARED TO ME LEE MARLOW 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.

MY COMMISSION EXPIRES NOTARY PUBLIC

FILE: SUBMITTING FILES\01\MULLIN PLUMBING - COUNTY LINE\DRAWINGS\PLAT\PLAT\CONDITIONAL FINAL PLAT COVENANTS
PLOT DATE: 11/21/2015

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA.
MAYOR DATE
ATTEST: CITY CLERK DATE