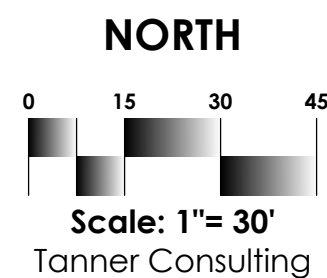


# 121 Elm

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3)  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2019  
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5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
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B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY
	EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
$\Delta$	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
LNA	LIMITS OF NO ACCESS
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1/34	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE # 2)



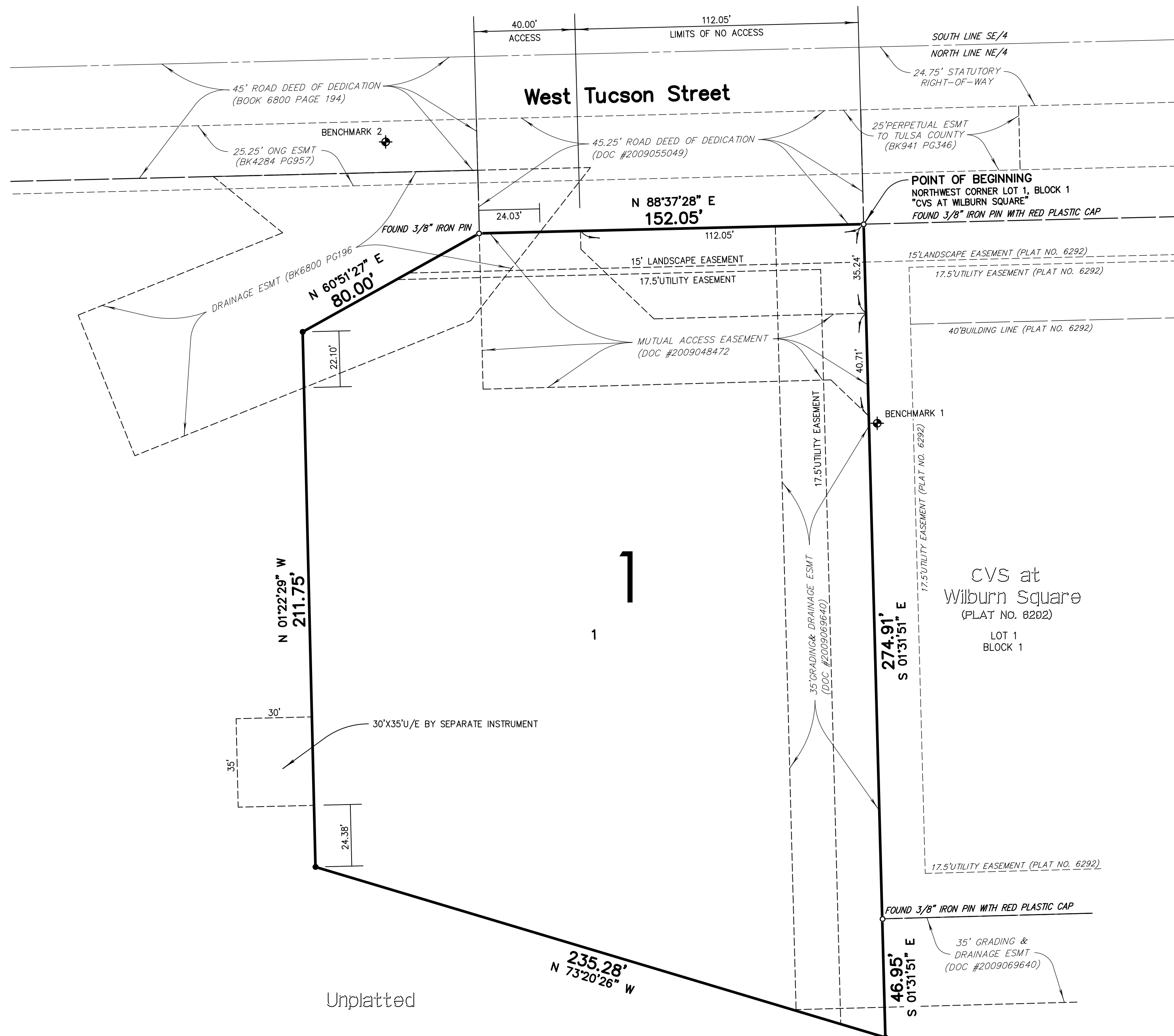
ONE (1) LOT  
IN ONE (1) BLOCK  
WITH NO RESERVE AREAS

GROSS SUBDIVISION AREA: 1.432 ACRES

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
  - (a) FOUND 3/8" IRON PIN WITH RED PLASTIC CAP AT THE NORTHWEST CORNER OF LOT ONE (1), BLOCK ONE (1), "CVS AT WILBURN SQUARE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6292);
  - (b) FOUND 3/8" IRON PIN WITH RED PLASTIC CAP AT THE SOUTHWEST CORNER OF SAID LOT 1;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'51" EAST.

4. ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY WEST TUCSON STREET BY VIRTUE OF STATUTORY RIGHT-OF-WAY AND THAT DEED OF DEDICATION OF RIGHT-OF-WAY DATED MAY 7TH, 2008 AND FILED JUNE 6, 2009 IN THE RECORDS OF THE TULSA COUNTY CLERK AS DOCUMENT NO. 2009055049.
6. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION RPD-013137-01.



CHISELED BOX SET ON TOP OF CURB AT NORTH END ON INLET, APPROXIMATELY 3.2' EAST AND 78.9' SOUTH OF THE NORTHEAST PROPERTY LINE.  
(367013.1090N, 2619730.3220E)

CHISELED BOX SET ON TOP OF CURB AT  
EAST END ON INLET, APPROXIMATELY 36.2'  
WEST AND 37.0' NORTH OF THE  
NORTHWEST PROPERTY LINE.  
(367124.4190N, 2619535.8940E)

ELEVATION = 652.89 (NAVD 88)

Attest: City Clerk

DATE OF PREPARATION: October 29, 2018

**121 Elm**  
CASE NO. PT09-101B  
SHEET 1 OF 2

Conditional Final Plat

121 Elm

PUD-199

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3) TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT K&S COMMERCIAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (HEREINAFTER, THE "OWNER") IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT ONE (1), BLOCK ONE (1), "CVS AT WILBURN SQUARE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6292); THENCE SOUTH 1°31'51" EAST ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 274.91 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1; THENCE CONTINUING SOUTH 1°31'51" EAST FOR A DISTANCE OF 46.95 FEET TO A POINT; THENCE NORTH 73°20'26" WEST FOR A DISTANCE OF 235.28 FEET TO A POINT; THENCE NORTH 1°22'29" WEST FOR A DISTANCE OF 211.75 FEET TO A POINT; THENCE NORTH 60°51'27" EAST FOR A DISTANCE OF 80.00 FEET TO A POINT ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF WEST TUCSON STREET, THENCE NORTH 88°37'28" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 152.05 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 62,398 SQUARE FEET OR 1.432 ACRES. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

(1) FOUND 3/8" IRON PIN WITH RED PLASTIC CAP AT THE NORTHWEST CORNER OF SAID LOT 1 OF "CVS AT WILBURN SQUARE";

(2) FOUND 3/8" IRON PIN WITH RED PLASTIC CAP AT THE SOUTHWEST CORNER OF SAID LOT 1 OF "CVS AT WILBURN SQUARE";

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'51" EAST.

AND THAT THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO ONE (1) LOT IN ONE (1) 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 "121 ELM", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "121 ELM" 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, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.) NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS AS SET FORTH HEREIN, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. EASEMENTS

THE OWNERS HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, ELECTRIC POWER LINES AND TRANSFORMERS, COMMUNICATION LINES, GAS LINES, AND WATERLINES, 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 AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPAIR OR REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING 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 HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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 THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERCTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

1.1. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1.1.1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT.

1.1.2. WITHIN THE UTILITY 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 WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR 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 LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S 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 UTILITY 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 THIS SECTION 1.1 SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND HEREBY.

1.2. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT 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, 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. UNDERGROUND SERVICE

1.3.1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE NORTH PERIMETER UTILITY EASEMENT. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS 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 UTILITY EASEMENTS.

1.3.2. 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 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.

1.3.3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS 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, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.3.4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION. NO OWNER WITHIN THE SUBDIVISION SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.3.5. THE COVENANTS SET FORTH IN THE THIS SECTION 1.3 SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND HEREBY.

1.4. GAS SERVICE

1.4.1. 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.

1.4.2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF 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 LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.4.3. THE COVENANTS SET FORTH IN THIS SECTION 1.4 SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND HEREBY.

1.5. SURFACE DRAINAGE

THE LOT OWNER SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION OUTSIDE OF THE SUBDIVISION. NO OWNER WITHIN THE SUBDIVISION 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 OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION

1.5 SHALL BE ENFORCEABLE BY THE LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.6. SIDEWALKS

THE LOT OWNER SHALL CONSTRUCT A SIDEWALK ALONG WEST TUCSON STREET IN ACCORDANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA.

1.7. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" ("LNA") EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER AND BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO. THE FORGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" ("LNA") SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND HEREBY

1.8. LANDSCAPE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT TO THE CITY OF BROKEN ARROW, OKLAHOMA, A PERPETUAL, NON-EXCLUSIVE LANDSCAPE EASEMENT OVER AND UPON THE AREA DESIGNATED AS "LANDSCAPE EASEMENT" ON THE ACCOMPANYING PLAT. THE LANDSCAPE EASEMENT IS FOR THE LIMITED PURPOSE OF INSTALLING AND MAINTAINING REQUIRED STREET FRONTAGE LANDSCAPING AS SET FORTH WITHIN THE DEVELOPMENT STANDARDS OF PLANNED UNIT DEVELOPMENT NO. 199. WITHIN THE LANDSCAPE EASEMENT, THE LOT OWNER SHALL INSTALL AND THEREAFTER MAINTAIN OF ALL LANDSCAPING.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, 121 ELM WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 199) AS PROVIDED WITHIN THE PUD PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA AS THE SAME EXISTED ON MARCH 17, 2009; AND

WHEREAS, PUD NO. 199 WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON MARCH 12, 2009 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON MARCH 17, 2009; AND

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, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE COMPLIANCE WITH PUD NO. 199 FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW.

NOW, THEREFORE, 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 AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

2.1. GENERAL DEVELOPMENT AND CONDITIONS

THE DEVELOPMENT OF 121 ELM SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS SUCH PROVISIONS EXISTED ON MARCH 17, 2009, OR AS MAY BE SUBSEQUENTLY AMENDED.

2.2. PERMITTED USES

THOSE USES INCLUDED AS A MATTER OF RIGHT IN THE COMMERCIAL NEIGHBORHOOD DISTRICT (CN) AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

2.3. MAXIMUM BUILDING COVERAGE

THE MAXIMUM COVERAGE OF ANY BUILDING ON ANY LOT OR PARCEL SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE NET LOT AREA.

2.4. MAXIMUM BUILDING FLOOR AREA 100,000 S.F.

2.5. MINIMUM LOT SIZE 18,000 S.F.

2.6. ACCESS TO ABUTTING STREETS

THERE SHALL BE A MAXIMUM OF FOUR ACCESS POINTS TO TUCSON STREET AND ONE ACCESS POINT TO ELM PLACE WITHIN PUD 199. ALL ACCESS POINTS SHALL BE LOCATED AT LEAST 200 FEET APART, CENTERLINE TO CENTERLINE. CROSS ACCESS SHALL BE PERMITTED BETWEEN EACH LOT WITHIN PUD 199.

2.7. MINIMUM LOT FRONTAGE ON A PUBLIC STREET 100 FEET

2.8. LOT SPLITS

LOT SPLITS SHALL BE PERMITTED PROVIDED THE LOTS MEET THE MINIMUM SIZE OF 18,000 SQUARE FEET AND EACH LOT HAS A MINIMUM FRONTAGE OF 100 FEET ON A PUBLIC STREET OR FRONTS UPON A PRIVATE DRIVE THAT PROVIDES ACCESS TO A PUBLIC STREET AND NO ADDITIONAL ACCESS POINT IS ESTABLISHED TO ELM PLACE OR TUCSON STREET.

2.9. MAXIMUM BUILDING HEIGHT 35 FEET

ARCHITECTURAL ELEMENTS AND BUSINESS LOGOS MAY EXCEED THE MAXIMUM BUILDING HEIGHT WITH SITE PLAN APPROVAL.

2.10. OFF-STREET PARKING

AS REQUIRED BY CHAPTER 5 OF THE BROKEN ARROW ZONING ORDINANCE FOR THE PERMITTED USES. PART OF THE REQUIRED OFF-STREET PARKING FOR ANY LOT MAY BE PROVIDED ON ANOTHER LOT WITH APPROVED MUTUAL ACCESS AND PARKING COVENANTS.

2.11. MINIMUM BUILDING SETBACKS:

FROM THE CENTERLINE OF WEST TUCSON STREET	110 FEET
FROM THE CENTERLINE OF SOUTH ELM PLACE	110 FEET
FROM THE SOUTH BOUNDARY OF PUD 199	17.5 FEET
FROM THE WEST BOUNDARY OF PUD 199	17.5 FEET
FROM INTERIOR BOUNDARIES	0 FEET

2.12. LANDSCAPING

LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 5.2 OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT THAT A LANDSCAPE EDGE AT LEAST 15 FEET IN WIDTH SHALL BE PROVIDED ALONG ELM PLACE AND TUCSON STREET. AT LEAST 10% OF THE NET LOT AREA OF EACH LOT SHALL BE LANDSCAPED OPEN SPACE. THE AMOUNT OF LANDSCAPE AREA SHALL BE CALCULATED AND SHOWN ON THE SITE PLAN SUBMITTED TO THE CITY.

2.13. VISUAL SCREENING

VISUAL SCREENING SHALL NOT BE REQUIRED ALONG THE BOUNDARIES OF ADJACENT STORMWATER DRAINAGE AREAS DEVELOPED UNDER AN APPROVED STORMWATER DRAINAGE PLAN. VISUAL SCREENING, IF ANY IS REQUIRED, SHALL BE ESTABLISHED AS PART OF THE SITE PLAN REVIEW AND APPROVAL.

2.14. SIGNS

SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE. ALL FREE STANDING SIGNS SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 14 FEET AND A MAXIMUM SIZE OF 100 SQUARE FEET WITH A MONUMENT TYPE BASE. THE BASE OF THE SIGN SHALL BE OF THE SAME MATERIALS AS THE PRINCIPAL BUILDING ON THE LOT. NO PORTABLE SIGNS OR BANNERS SHALL BE PLACED ON ANY OF THE LOTS OR ON ANY LIGHT POLES ON THE LOT. NO SIGNS SHALL BE LOCATED IN A UTILITY EASEMENT, UNLESS HOLD HARMLESS AGREEMENT IS AGREED TO BY THE CITY. FURTHERMORE, THE MAXIMUM NUMBER OF FREE-STANDING SIGNS ALLOWED ON TUCSON STREET IS LIMITED TO FOUR, WHILE THE MAXIMUM NUMBER IF FREE-STANDING SIGNS ALLOWED ON ELM PLACE IS LIMITED TO TWO.

2.15. LIGHTING

EXTERIOR LIGHTING FOR THE DEVELOPMENT SHALL CONFORM TO THE STANDARDS SET FORTH IN SECTION 5.6 OF THE BROKEN ARROW ZONING ORDINANCE.

2.16. BUILDING FACADES

THE BUILDING FACADES SHALL BE DESIGNED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5.8.G. ALL FACADES OF EACH BUILDING SHALL BE MADE OF BRICK MASONRY.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

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. EASEMENTS, SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., AND III., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL 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 SECTIONS I., II., OR III., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW OR ANY OWNER OF LAND WITHIN THE SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

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 HEREINAFTER PROVIDED.

3.3. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY 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 COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD 199 BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS 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 \_\_\_\_\_, 2018.

K&S COMMERCIAL, LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY \_\_\_\_\_  
PETE KOURTIS, MANAGER

STATE OF OKLAHOMA )  
COUNTY OF TULSA )SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, PERSONALLY APPEARED PETE KOURTIS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS MANAGER OF K&S COMMERCIAL, LLC, 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 K&S COMMERCIAL, LLC 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

CERTIFICATE OF SURVEY

I, DAN E. TANNER, 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 \_\_\_\_\_, 2018.



BY: DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
COUNTY OF TULSA )SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018, PERSONALLY APPEARED TO ME DAN E. TANNER 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 \_\_\_\_\_ JENNIFER MILLER, NOTARY PUBLIC