

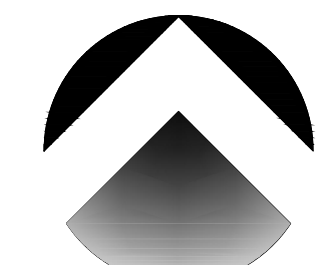
Preliminary Plat

Creek 51 Business Park

Phase I

PUD XXX

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION EIGHTEEN (18), AND A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17), ALL LYING WITHIN TOWNSHIP EIGHTEEN (18) NORTH, RANGE (15) EAST OF THE INDIAN BASE AND MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA



NORTH

0 40 80 120

Scale: 1"= 80'

Tanner Consulting

OWNER:

FP Investors I, LLC

A TEXAS LIMITED LIABILITY COMPANY
 CONTACT: REX ROBERTSON
 Email: rex@forddevelopment.net
 16400 Dallas Parkway, Suite 140
 Dallas, Texas 75248-1389
 Phone: (972) 858-1111

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
 OK CA NO. 2661, EXPIRES 6/30/2019
 EMAIL: DAN@TANNERBAITSHOP.COM
 5323 South Lewis Avenue
 Tulsa, Oklahoma 74105
 Phone: (918) 745-9929

SUBDIVISION CONTAINS:

FOUR (4) LOTS
 IN TWO (2) BLOCKS
 WITH THREE (3) RESERVE AREAS
 GROSS SUBDIVISION AREA: 11.877 ACRES

Notes:

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:
 - (1) MAGNETIC NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 18;
 - (2) OKLAHOMA DEPARTMENT OF TRANSPORTATION BRASS CAP FOUND AT THE NORTHWEST CORNER OF SOUTHEAST QUARTER (SE/4) OF SECTION 18;
 THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°51'46" WEST.
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 VIRTUE OF STATE HIGHWAY NO. 51 RIGHT-OF-WAY AS PRESENTLY LOCATED.
6. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-072817-24

APPROVED _____ by the City
 Council of the City of Broken Arrow,
 Oklahoma.

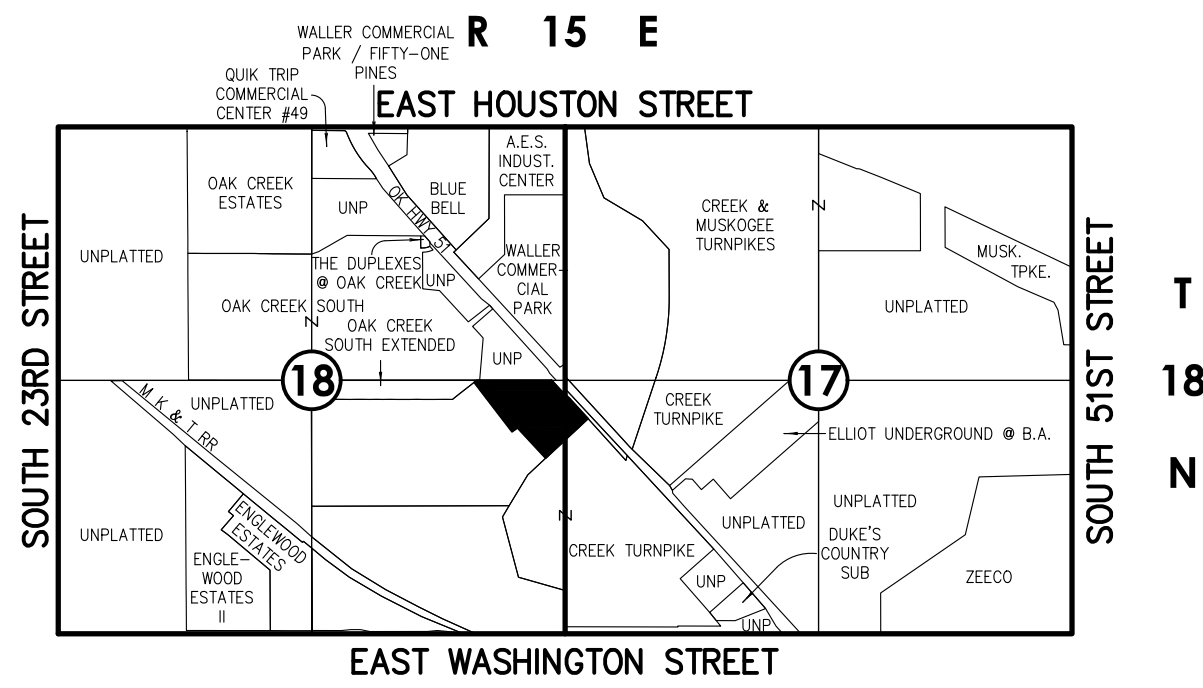
Mayor _____

Attest: City Clerk _____

Creek 51 Business Park

Phase I

CASE NO. PUD-000
 SHEET 1 OF 2



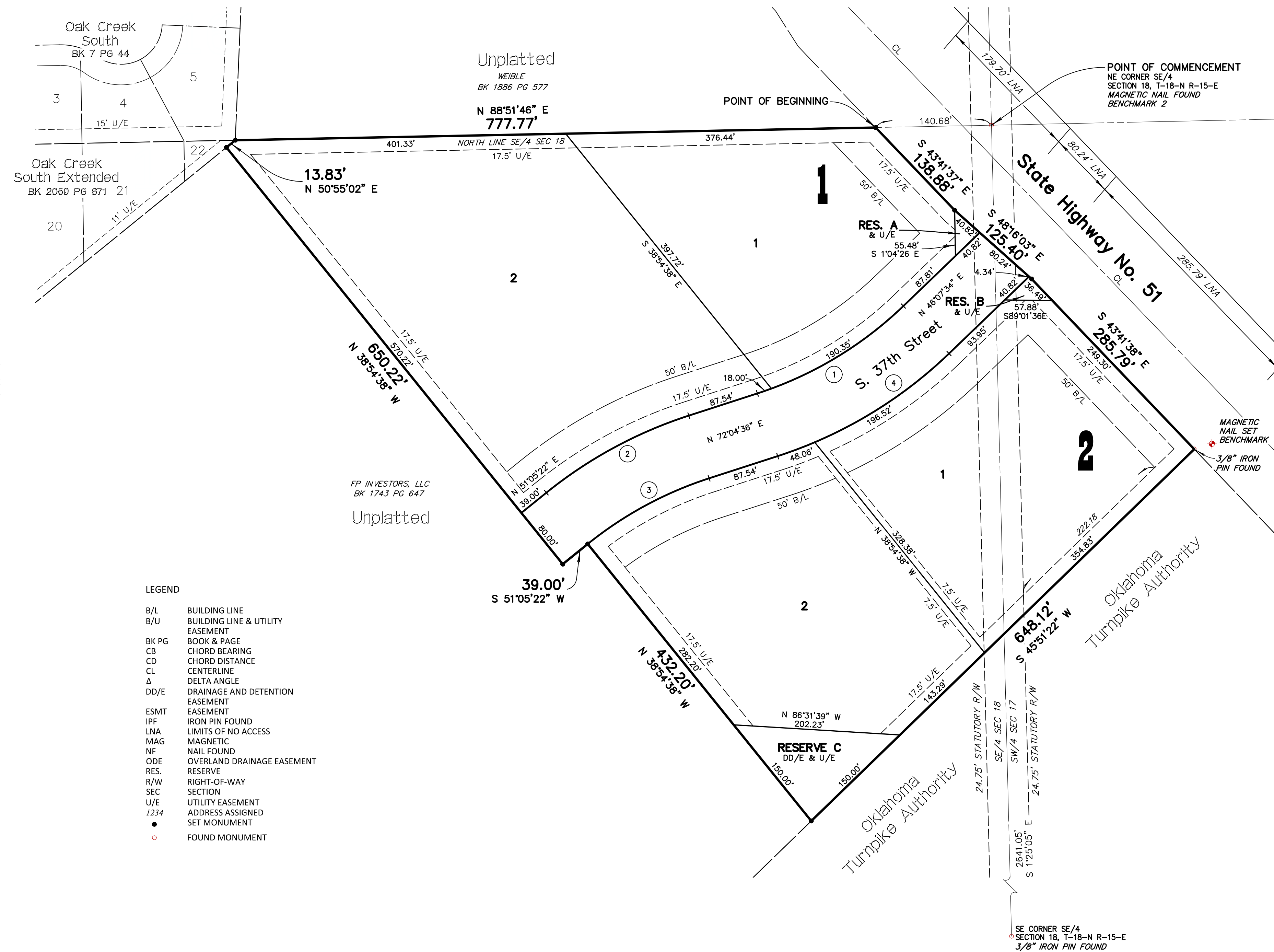
Location Map

Scale: 1"= 2000'



Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDD(CD)
1	208.34	460.00'	25°59'05"	N59°06'73"E	206.57'
2	197.80	540.00'	20°58'72"	N61°34'58"W	196.70'
3	168.50'	460.00'	20°58'72"	N61°34'59"E	167.56'
4	244.578'	540.00'	25°59'05"	N59°04'73"E	242.492'



Benchmark 1

MAGNETIC NAIL WITH BRASS TAG MARKED "TANNER 1435" SET IN ASPHALT DRIVEWAY, APPROXIMATELY 21 FEET EAST AND 8 FEET NORTH OF THE MOST EASTERLY PROPERTY CORNER.
 N: 385631.57 E: 2635736.61

ELEVATION = 698.37 (NAVD 88)

Benchmark 2

NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 18, MAGNETIC NAIL FOUND IN ASPHALT OF STATE HIGHWAY NO. 51, APPROXIMATELY 140 FEET WEST OF NORTHEASTERLY PROPERTY CORNER.
 N: 386018.37 E: 2635468.90

ELEVATION = 705.83 (NAVD 88)

Lot Area & Address Table

AREA LABEL	AREA(ACRES)	ADDRESS
BLOCK 1 LOT 1	2.065	SOUTH 37TH STREET
BLOCK 1 LOT 2	3.576	SOUTH 37TH STREET
BLOCK 2 LOT 1	2.321	SOUTH 37TH STREET
BLOCK 2 LOT 2	2.353	SOUTH 37TH STREET
RESERVE A	0.019	-
RESERVE B	0.019	-
RESERVE C	0.257	-

LEGEND

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DD/E DRAINAGE AND DETENTION EASEMENT
- ESMT EASEMENT
- IPF IRON PIN FOUND
- LNA LIMITS OF NO ACCESS
- MAG MAGNETIC NAIL FOUND
- NF NAIL FOUND
- ODE OVERLAND DRAINAGE EASEMENT
- RES. RESERVE
- R/W RIGHT-OF-WAY
- SEC SECTION
- U/E UTILITY EASEMENT
- U234 ADDRESS ASSIGNED
- SET MONUMENT
- FOUND MONUMENT

DATE OF PREPARATION: December 4, 2017

Preliminary Plat Creek 51 Business Park Phase I PUD XXX

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION EIGHTEEN (18), AND A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17), ALL LYING WITHIN TOWNSHIP EIGHTEEN (18) NORTH, RANGE (15) EAST OF THE INDIAN BASE AND MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT FP INVESTORS I, LLC, A TEXAS LIMITED LIABILITY CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION EIGHTEEN (18), AND A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17), ALL LYING WITHIN 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, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 18, THENCE SOUTH 88°51'46" WEST AND ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 140.68 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 51, AS PRESENTLY LOCATED, FOR THE FOLLOWING THREE (3) COURSES, SOUTH 43°41'37" EAST A FOR A DISTANCE OF 138.88 FEET; THENCE SOUTH 48°16'05" EAST FOR A DISTANCE OF 125.40 FEET; THENCE SOUTH 43°41'38" EAST FOR A DISTANCE OF 285.79 FEET; THENCE SOUTH 45°51'22" WEST FOR A DISTANCE OF 648.12 FEET; THENCE NORTH 38°54'38" WEST FOR A DISTANCE OF 432.20 FEET; THENCE SOUTH 51°05'22" WEST FOR A DISTANCE OF 39.00 FEET; THENCE NORTH 38°54'38" WEST FOR A DISTANCE OF 650.22 FEET TO A POINT ON THE EASTERLY LINE OF "OAK CREEK SOUTH EXTENDED", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, AS RECORDED IN BOOK 2059 AT PAGE 671, COUNTY OF WAGONER RECORDS; THENCE NORTH 50°55'02" EAST AND ALONG SAID EASTERLY LINE FOR A DISTANCE OF 13.83 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 88°51'46" EAST AND ALONG SAID NORTH LINE FOR A DISTANCE OF 777.77 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 517.357 SQUARE FEET OR 11.877 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE 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) MAGNETIC NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 18;
- (2) OKLAHOMA DEPARTMENT OF TRANSPORTATION BRASS CAP FOUND AT THE NORTHWEST CORNER OF SOUTHWEST QUARTER (SE/4) OF SECTION 18;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°51'46" WEST.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "CREEK 51 BUSINESS PARK PHASE I", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "CREEK 51 BUSINESS PARK PHASE I"), THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS.

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UTL" 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, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE.

1. EACH LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND STORM WATER DRAINAGE FACILITIES LOCATED THE LOT OR RESERVE AREA.
2. WITHIN THE UTILITY EASEMENTS 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 WOULD, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND STORM SEWERS AND APPURTENANCES, AND WAGONER COUNTY RURAL WATER DISTRICT # 4 SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW AND WAGONER COUNTY RURAL WATER DISTRICT # 4, OR THEIR RESPECTIVE SUCCESSORS, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THEIR UNDERGROUND WATER, SANITARY SEWER, AND STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW COUNTY, OKLAHOMA, OR ITS SUCCESSORS, AND WAGONER RURAL DISTRICT #4 OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AND RESERVE AREA AGREES TO BE BOUND BY THESE COVENANTS.

C. UNDERGROUND SERVICE.

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE

CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIERS OF ELECTRIC, TELEPHONE, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR RESPECTIVE 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, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICE AND EACH LOT OR RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF BROKEN ARROW OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY 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.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, THE PROPERTY COMPRISING CREEK 51 BUSINESS PARK PHASE I WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. XXX) AS PROVIDED WITHIN SECTIONS 1 THROUGH 7 OF ARTICLE 6 OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA AS THE SAME EXISTED ON _____, 2018; AND

WHEREAS, PUD NO. XXX WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON XXXX XX, 2018 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON XXXX XX, 2018; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, SUFFICIENT TO ENSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE COMPLIANCE WITH PUD NO. XXX 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.

A. GENERAL.

1. DEVELOPMENT IN ACCORDANCE WITH PUD.

CREEK 51 BUSINESS PARK PHASE I SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF THE CG AND IL DISTRICTS OF THE BROKEN ARROW ZONING ORDINANCE, AS MODIFIED BY PUD NO. XXX, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. XXX AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE.

THE DEVELOPMENT OF CREEK 51 BUSINESS PARK PHASE I SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE, AS SUCH PROVISIONS EXISTED ON XXXX XX, 2018.

B. DEVELOPMENT STANDARDS.

PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN THE CG AND IL ZONING DISTRICTS; PROVIDED, HOWEVER, THE FOLLOWING USES SHALL BE EXCLUDED: ALL USES INCLUDING OPEN AIR STORAGE AND ALL SEXUALLY ORIENTED BUSINESSES.

MAXIMUM FLOOR AREA RATIO: N/A

MAXIMUM BUILDING HEIGHT: 50 FT OR 4 STORIES

MINIMUM PUBLIC OR PRIVATE STREET FRONTAGE: 100 FT *

MINIMUM BUILDING SETBACKS:

FROM ARTERIAL STREET RIGHT-OF-WAY: 50 FT

FROM NON-ARTERIAL STREET RIGHT-OF-WAY: 30 FT

ABUTTING R ZONING: 50 FT*

FROM ALL OTHER LOT BOUNDARIES: 0 FT**

MAXIMUM LANDSCAPING: 10% OF LOT AREA

MINIMUM PARKING RATIO: AS PER BROKEN ARROW ZONING ORDINANCE

MAXIMUM PARKING RESTRICTION: N/A

OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN IL DISTRICT

* ANY INTERIOR LOT HAVING NO FRONTAGE SHALL BE PROVIDED ACCESS TO A PUBLIC STREET BY ACCESS EASEMENT(S) APPROVED BY THE CITY OF BROKEN ARROW DURING PLATTING REVIEW

** NO BUILDING SHALL BE CONSTRUCTED OVER A UTILITY EASEMENT

C. ACCESS AND CIRCULATION.

ACCESS TO THE SUBDIVISION IS PROVIDED BY STATE HIGHWAY 51. THE CREEK TURNPIKE ABUTS THE SUBJECT PROPERTY TO THE EAST AND THE OFFRAMP AT S.H. 51 PROVIDES ACCESS TO THE SUBDIVISION FROM BOTH THE CREEK AND MUSKOGEE TURNPIKES. FROM THE SUBDIVISION, ACCESS TO THE CREEK AND MUSKOGEE TURNPIKES IS VIA THE INTERCHANGE WITH S.H. 51 TO THE NORTHWEST OF THE SUBDIVISION. AS A PART OF THIS PUD, AND BY EXTENSION IN FUTURE PHASES, THE SOUTH 37TH STREET (S. 209TH E. AVE.) SECTIONLINE ROAD IS PROPOSED AS A COLLECTOR STREET CONNECTING S.H. 51 TO EAST WASHINGTON

STREET (91ST ST. S.) UNDER THE CREEK TURNPIKE BRIDGE. THE INITIAL COLLECTOR STREET WILL EXTEND APPROXIMATELY 752' AND WILL GIVE ACCESS TO ALL LOTS WITHIN PHASE I, AS INDICATED ON "CONCEPTUAL SITE PLAN" EXHIBIT B. THE COLLECTOR STREET SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW SUBDIVISION REGULATIONS AND ENGINEERING DESIGN CRITERIA MANUAL, INCLUDING A TEMPORARY TURNAROUND UNTIL THE STREET IS EXTENDED. FINAL PLANS FOR ACCESS WILL BE DETERMINED UPON APPROVAL OF THE PUD SUBDIVISION PLAT.

SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL STREETS BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FIVE (5) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY OF BROKEN ARROW. ANY SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT.

LIMITS OF NO ACCESS (LNA) WILL BE IMPOSED BY THE FUTURE PLAT(S) ALONG THE S.H. 51 FRONTAGE.

D. SIGNS.

EACH LOT HAVING FRONTAGE ON S.H. 51 SHALL BE PERMITTED GROUND AND WALL SIGNAGE AS PROVIDED IN THE BROKEN ARROW ZONING ORDINANCE. IN ADDITION, ONE (1) FREESTANDING "INTEGRATED DEVELOPMENT IDENTIFICATION" SIGN, NOT TO EXCEED 35 FEET IN HEIGHT OR 300 SQUARE FEET IN DISPLAY SURFACE AREA, SHALL BE PERMITTED BY RIGHT AT THE INTERSECTION WITH S.H. 51, WHICH WILL CONTAIN SIGNAGE SERVING USES ANYWHERE WITHIN THE SUBDIVISION OR WITHIN THE FUTURE PHASES OF THE CREEK 51 BUSINESS PARK DEVELOPMENT. DIRECTIONAL SIGNAGE, APPROPRIATE IN NUMBER AND SCALE, SHALL BE PERMITTED WITHIN THE SUBDIVISION. ALL SIGNAGE SHALL OTHERWISE COMPLY WITH THE RESTRICTIONS OF THE CURRENT BROKEN ARROW ZONING ORDINANCE. IN ADDITION, NO PORTABLE SIGNS OR BANNERS SHALL BE PLACED ON THE PROPERTY. FREESTANDING SIGNS MAY BE PERMITTED UNDER A UTILITY EASEMENT ONLY IF APPROVAL IS GRANTED BY ALL UTILITY COMPANIES. ALL FREESTANDING SIGNS SHALL HAVE A MONUMENT TYPE BASE THAT COVERS SUPPORT STRUCTURES. EXCEPT FOR THE INTEGRATED DEVELOPMENT IDENTIFICATION SIGN, THE BASE OF GROUND SIGNS SHALL MATCH THE MATERIALS OR OTHERWISE BE ARCHITECTURALLY COMPATIBLE WITH THE PRINCIPAL BUILDING ON THE LOT.

E. PLATTING AND SITE PLAN REQUIREMENTS.

NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BROKEN ARROW PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BROKEN ARROW SHALL BE A BENEFICIARY THEREOF. UPON PLATTING, NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT UNTIL A SITE PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW AS BEING IN COMPLIANCE WITH THIS PUD AND ALL OTHER APPLICABLE BUILDING AND DEVELOPMENT CODES.

F. PARKING, LOADING, AND SCREENING REQUIREMENTS.

ALL DEVELOPMENT WITHIN THE PUD SHALL MEET MINIMUM REQUIREMENTS FOR PARKING AND LOADING, EXCEPT THAT MAXIMUM PARKING RESTRICTIONS SHALL NOT BE APPLICABLE WITHIN THIS PUD.

TO PROVIDE ADDITIONAL BUFFERING, THE SUBDIVISION WILL BE SCREENED FROM ABUTTING RESIDENTIAL USES BY SCREENING FENCES AND LANDSCAPING AS REQUIRED BY THE BROKEN ARROW ZONING ORDINANCE, AND WILL BE FURTHER BUFFERED BY 50-FOOT BUILDING SETBACKS. LANDSCAPED EDGES WILL BE PROVIDED ALONG S.H. 51, THE CREEK TURNPIKE RIGHT-OF-WAY, AND THE PROPOSED COLLECTOR STREET, AND WILL CONSIST OF SHRUBS, BERMS, AND/OR MASONRY WALLS IN CONFORMANCE WITH THE BROKEN ARROW ZONING ORDINANCE.

G. EXTERIOR BUILDING MATERIALS.

THE STREET-FACING SIDES OF ALL BUILDINGS AT LEAST PARTIALLY LOCATED WITHIN 125' OF THE RIGHT-OF-WAY OF A PUBLIC STREET SHALL MEET THE BUILDING FAÇADE REQUIREMENTS OF SECTION 5.8.6.1 OF THE BROKEN ARROW ZONING ORDINANCE.

SECTION III. RESERVE AREAS

A. GENERAL.

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, ALL RESERVE AREAS ARE HEREBY DESIGNATED AND CREATED TO PROVIDE FOR LANDSCAPING, OPEN SPACE, ENTRY FEATURES AND SIGNAGE, FENCING, UTILITIES, USES AS FURTHER PROVIDED IN THIS DEDICATION, AND OTHER USES AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE CITY OF BROKEN ARROW, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION. RESERVES A, B, AND C, WHETHER OR NOT SO DESIGNATED ON THE ATTACHED PLAT, ARE HEREBY ADDITIONALLY DEDICATED AS UTILITY EASEMENTS.

2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS, INCLUDING STORMWATER DRAINAGE AND DETENTION FACILITIES, SHALL BE THE RESPONSIBILITY OF OWNER THEREOF, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF SUCH RESERVE AREA BY THE OWNER. FROM AND AFTER SAID DATE, THE PROPERTY OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE RESERVE AREAS AND ALL COSTS AND EXPENSES ASSOCIATED THERewith, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND STORMWATER DRAINAGE AND DETENTION FACILITIES. SEE SECTION V FOR ADDITIONAL DETAILS AND REQUIREMENTS.

3. IN THE EVENT ANY RESERVE AREA OWNER FAILS TO PROPERLY MAINTAIN SUCH RESERVE AREA OR FACILITIES THEREIN LOCATED AS HEREIN PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM THE NECESSARY MAINTENANCE, AND THE COSTS SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT THE RESERVE AREA OWNER THEREOF FAILS TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY AND 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, AND THEREAFTER SUCH COST SHALL BECOME A LIEN ON ALL OF THE LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA; OR THE CITY OF BROKEN ARROW OR THE BROKEN ARROW PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE LOT OWNERS' WATER BILLS, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BROKEN ARROW.

B. RESERVE C

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER HEREBY ESTABLISHES AND GRANTS TO THE CITY OF BROKEN ARROW, OKLAHOMA, A NON-EXCLUSIVE, PERPETUAL DRAINAGE AND DETENTION EASEMENT ON, OVER AND ACROSS RESERVE C AS DEPICTED ON THE ACCOMPANYING PLAT AS "DRAINAGE AND DETENTION EASEMENT" OR "DD/E" FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION. RESERVE C MAY ALSO BE UTILIZED FOR OPEN SPACE, PASSIVE RECREATION, AND OTHER USES AS DETERMINED BY THE OWNER AND APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

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

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE DRAINAGE AND DETENTION EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING

DEPARTMENT.

4. THE MAINTENANCE OF RESERVE C, AND THE FACILITIES THEREIN LOCATED, SHALL BE THE RESPONSIBILITY OF THE OWNER UNTIL SUCH TIME AS RESERVE C IS CONVEYED TO THE PROPERTY OWNERS' ASSOCIATION, WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES AND ALL COSTS AND EXPENSES ASSOCIATED THERewith. THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

C. INDEMNIFICATION OF OWNER AND CITY

1. EACH LOT AND RESERVE AREA OWNER AND/OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, LIABILITIES, AND DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS.

2. EACH LOT AND RESERVE AREA OWNER AND/OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION AGREES THAT THE OWNER AND THE CITY OF BROKEN ARROW, OKLAHOMA SHALL NOT BE LIABLE TO THE LOT OR RESERVE AREA OWNER AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF LOT OR RESERVE AREA OWNER AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF.

SECTION IV. PROPERTY OWNERS' ASSOCIATION

A. PROPERTY OWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF ALL THE OWNERS OF LOTS WITHIN THE SUBDIVISION (THE "ASSOCIATION") IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA FOR THE GENERAL PURPOSES OF MAINTAINING THE RESERVE AREAS, ENTRYWAYS, AND OTHER COMMON AREAS WITHIN CREEK 51 BUSINESS PARK PHASE I, AND OF OTHER SUBDIVISIONS WHICH MAY BE SUBJECT TO ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF LOT OR RESERVE AREA OWNER AS SHALL BE DEEMED ADVISABLE.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF RECORDING OF THE DEED.

C. COVENANT FOR ASSESSMENTS

EACH OWNER OF A LOT SUBSEQUENT TO THE OWNER, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS TO AGREE TO PAY ASSESSMENTS TO BE ESTABLISHED BY BOARD OF DIRECTORS OF THE ASSOCIATION. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

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

A. 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, EASEMENTS AND UTILITIES AND SECTION III. RESERVE AREAS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I AND III, WHETHER OR NOT SPECIFICALLY THEREOIN 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 BROKEN ARROW ZONING ORDINANCE AND SHALL INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, ANY OWNER OF A LOT AND THE PROPERTY OWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, ANY OWNER OF A LOT OR THE PROPERTY OWNERS' ASSOCIATION TO MAINTAIN ANY 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. THE COVENANTS CONTAINED IN SECTION IV. PROPERTY OWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE PROPERTY OWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION IV., IT SHALL BE LAWFUL FOR THE PROPERTY OWNERS' ASSOCIATION TO MAINTAIN ANY 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. THE COVENANTS CONTAINED IN SECTION IV. PROPERTY OWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE PROPERTY OWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION IV., IT SHALL BE LAWFUL FOR THE PROPERTY OWNERS' ASSOCIATION TO MAINTAIN ANY 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. 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. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE PROPERTY OWNERS' ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS III. AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. 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.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES, SECTION III. RESERVE AREAS, AND SECTION V. 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 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. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF AN AMENDMENT TO PUD NO. ____ BY THE BROKEN ARROW PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION WITH THE WAGONER COUNTY CLERK.

THE COVENANTS CONTAINED WITHIN SECTION IV. PROPERTY OWNERS' ASSOCIATION AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION AND/OR THE CITY OF BROKEN ARROW MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT OR, ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 65% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 65% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. 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, FP INVESTORS I, LLC HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 2018.

FP INVESTORS I, LLC

A TEXAS LIMITED LIABILITY COMPANY

BY: _____

REX ROBERTSON, MANAGER

STATE OF OKLAHOMA)