

COVENANTS:

- 1. Public Streets and General Utility Easements - The Owners/Developers do hereby dedicate for public use additional right-of-way along Kenosha Street as depicted on the accompanying plat, and do further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", 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 transformer, gas lines, water lines, and cable television lines, together with all fittings, including the poles, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easement for the uses and purposes aforesaid, provided however, the Owners/Developers hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public streets and utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owners/Developers herein impose a restrictive covenant, which covenant shall be binding on the Owners/Developers and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping or other similar improvement that do not constitute an obstruction.
- 2. Paving and Landscaping Within Easement - The owner(s) of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.
- 3. Limits of No Access - The undersigned Owners/Developers hereby relinquish rights of vehicular ingress or egress from any portion of the property adjacent to Ash Avenue, Kenosha Street, and Main Street within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, 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, Oklahoma.
- 4. Underground service cables and gas service lines to all structures which may be located on the lot in the subdivision may be run from the nearest gas main, service pedestal, or transformer to the point of usage determined by the location and construction of such structure(s) as may be located upon said lot; provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right of way easement on said lot, covering a five foot strip extending 2.5 on each side of such service cable or gas line, extending from the service pedestal, transformer or gas main to the service entrance on the on the structure. Owner shall be responsible for the protection of the underground service facilities located on the subdivision and shall prevent the alteration of grade or any construction activity which may interfere with electric, natural gas, telephone, or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but owner shall pay for damage or relocation of such facilities caused or necessitated by acts of owner of his agents or contractors.
- 5. Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied on in place of a legal description.
- 6. Mutual Access Easement - The Owner/Developer hereby establishes and grants to all Owners of lots, or parts thereof, in the subdivision, their respective Grantees, Tenants, Invitees, Guests, Successors and Assigns, a non-exclusive perpetual easement on, over and across such paved drives as may from time to time exist within the subdivision for the purpose of providing vehicular and pedestrian access and passage on, over and across the lots and to and from the public streets adjacent to the lots. Nothing herein shall be deemed to establish cross-parking rights.

SURVEYOR'S NOTES:

- 1. Easements shown within the bounds of this plat without recording information are hereby dedicated by this plat.
- 2. The site is zoned "CH" Commercial Heavy. The front setback is 50 feet minimum; 0 feet minimum on sides abutting property in the same district; 30 feet minimum on sides abutting property in a non-residential district; rear setback is 30 feet; there is no maximum building height is per the City of Broken Arrow website: <http://www.brokenarrowok.gov/DocumentCenter/View/1661>.
- 3. The last site visit was made on August 23, 2016
- 4. This survey was performed with the benefit of a commitment for title insurance provided by Old Republic National Title Insurance Company, File No. 307861 effective June 08, 2016. Complete copies of the record description of the property, any record easements benefitting the property, the record easements or servitudes and covenants affecting the property ("Record Documents"), documents of record referred to in the Record Documents, and any other documents containing desired appropriate information affecting the property being surveyed and to which the survey shall make reference were not provided to this surveyor for notation on the survey except for those items listed within Schedule B of said commitment. Therefore, easements, agreements, or other documents, either recorded, or unrecorded may exist that affect the subject property that are not shown on this survey.

VAQUERO ADDITION

BEING A REPLAT

OF

LOT 1, BLOCK 1

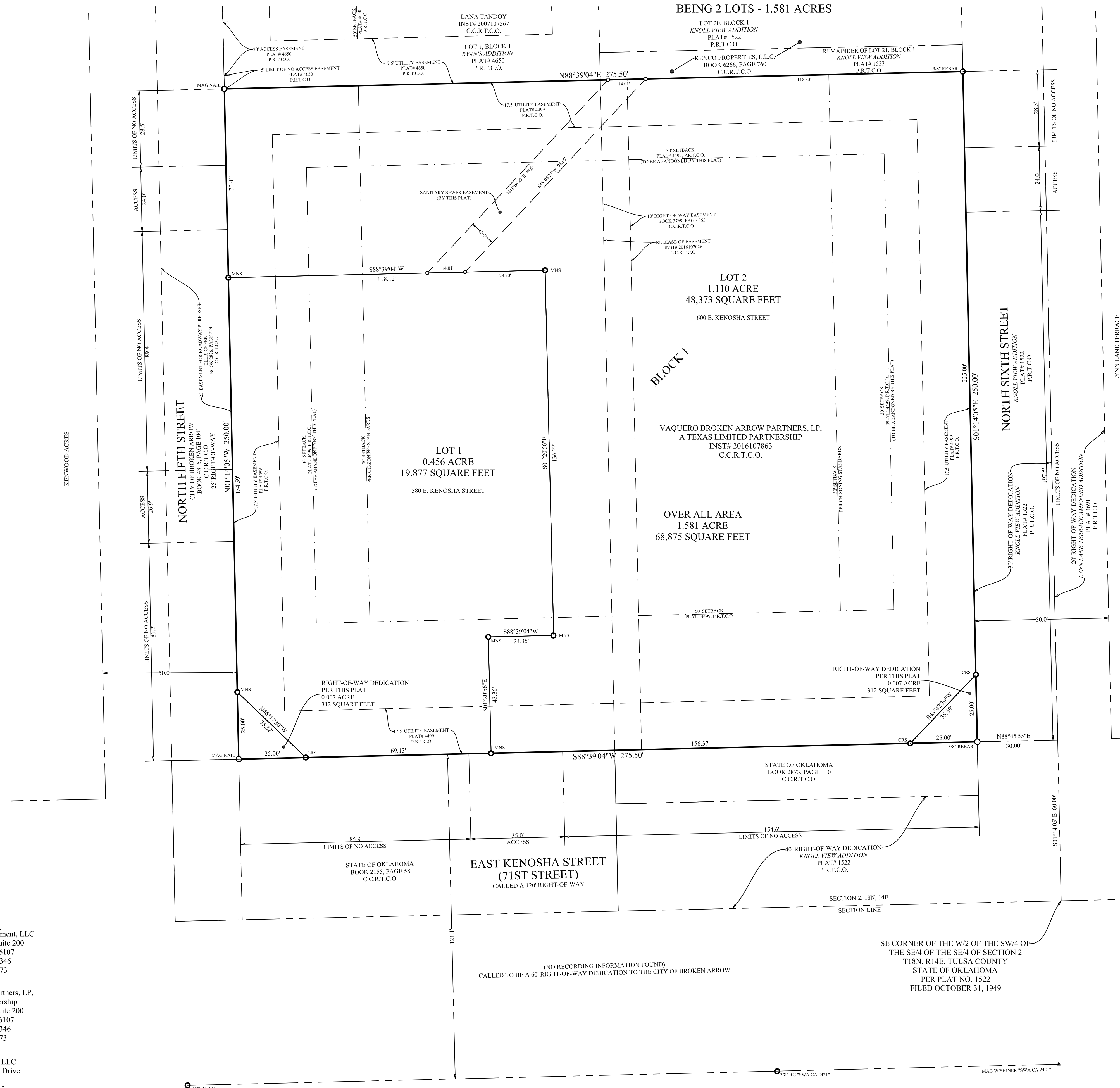
COMPTON ADDITION II

PART OF THE W/2 OF THE SW/4 OF THE SE/4 OF THE SE/4

OF SECTION 2, TOWNSHIP 18N, RANGE 14E

CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

BEING 2 LOTS - 1.581 ACRES



KNOW ALL MEN BY THESE PRESENTS:

That Vaquero Broken Arrow Partners, LP, a Texas limited partnership, hereby certify that they are the owners of a portion of the land shown on the annexed plat of Compton Addition II, an addition in the City of Broken Arrow, Tulsa County, Oklahoma. That they have caused the same to be surveyed and re-platted into lots, blocks, streets and easements, as shown on said annexed re-plat, which said annexed re-plat represents a correct survey of all property included, therein, under the name of Lot 1 and Lot 2, Vaquero Addition II, an addition to the City of Broken Arrow, Tulsa County, Oklahoma.

They further certify that they are the owner of a portion of the land, included in the above mentioned plat, and so hereby, dedicate all streets and easements as shown on said annexed plat to the public for use as public streets, and drainage and utility easements for their heirs, executors, administrators, successors and assigns forever and shall cause the same to be released from all encumbrances so that title is clear.

in witness whereof, the undersigned have caused this instrument to be executed on this ___ day of ___, 2017.

Vaquero Broken Arrow Partners, LP, Name | Title a Texas limited partnership

STATE OF TEXAS COUNTY OF

BEFORE ME, the undersigned notary public, State of Texas day personally appeared of Vaquero Broken Arrow Partners, LP, a Texas limited partnership known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and considerations expressed therein. Given under my hand and seal of office this ___ day of ___, 2017.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATION

I, Jon P. Hoebelheinrich, 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 described above, and that the accompanying plat designated herein as Lot 1 and Lot 2, Vaquero Addition, a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a true representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma minimum standards for the practice of Land Surveying.

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

RELEASED FOR REVIEW TO THE CITY OF BROKEN ARROW ON SEPTEMBER 28, 2017 Date of Survey: TBD Jon P. Hoebelheinrich Licensed Professional Land Surveyor No. 1926 jon@jphls.com

STATE OF COUNTY OF

BEFORE ME, the undersigned notary public, State of day personally appeared Jon P. Hoebelheinrich, a Licensed Professional Land Surveyor in the State of Oklahoma known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and considerations expressed therein. Given under my hand and seal of office this ___ day of ___, 2017.

Notary Public, State of

RECORD DESCRIPTION:

Lot 1, Block 1 of Compton Addition II, an addition in the City of Broken Arrow, Tulsa County, Oklahoma, according to the plat thereof recorded in Plat Number 4499 of the Plat Records of Tulsa County, Oklahoma.

Drafter/Date: PL Drafter/Revision: MM | 2017-09-28 Drafter/Revision: FLOOD ZONE CLASSIFICATION This property lies within ZONE(S) X of the Flood Insurance Rate Map for Tulsa County, Oklahoma and Incorporated Areas, map no. 40143C0391K, dated 2009/08/03, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>. MONUMENTS / BEARING BASIS CRS 1/2" rebar stamped "JPH 7396" set MNS Mag nail & washer stamped "JPH 7396" set Monuments are found if not marked MNS or CRS. Coordinate values, if shown, are US.SyFt./OkCS,83,NZ Bearings are based on grid north (OkCS,83,NZ) LEGEND OF ABBREVIATIONS US.SyFt. United States Survey Feet OkCS,83,NZ Oklahoma Coordinate System of 1983, North Zone P.R.T.C.O. Plat Records of Tulsa County, Oklahoma C.C.R.T.C.O. County Clerk Records of Tulsa County, Oklahoma D.R.T.C.O. Deed Records of Tulsa County, Oklahoma INST#/PLAT# Instrument Number/Plat Number POB/POC Point of Beginning/Point of Commencing ESMT/BL Easement/Building Line This survey meets the minimum standards for land surveying as defined by Chapter 245: 15-13-2 of the Rules of the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors effective July 25, 2013

JPH Land Surveying, Inc. logo and scale bar. JPH Job No. 2016.022.018 600 E. Kenosha St., Broken Arrow, Tulsa Co., OK - PLAT.dwg © 2017 JPH Land Surveying, Inc. - All Rights Reserved Telephone (325) 672-7420 www.jphlandsurveying.com Oklahoma Certificate of Authorization #7396 680 County Road 207, Ovalo, Texas 79541

DEVELOPER: Vaquero Ventures Management, LLC 2900 Wingate Street, Suite 200 Fort Worth, Texas 76107 Phone: (979) 229-4346 Fax: (817) 984-8373 OWNER: Vaquero Broken Arrow Partners, LP, a Texas limited partnership 2900 Wingate Street, Suite 200 Fort Worth, Texas 76107 Phone: (979) 229-4346 Fax: (817) 984-8373 ENGINEER: Triangle Engineering LLC 1333 West McDermott Drive Suite 200 Allen, Texas 75013 Phone: (214) 609-9271

APPROVED by the City Council of the City of Broken Arrow, Oklahoma (MAYOR) (CITY CLERK)

VICINITY MAP NOT TO SCALE SECTION 2, TOWNSHIP 18N, RANGE 14E SHEET 1 OF 1 CASE NUMBER: