

PRELIMINARY RE-PLAT GATESWAY FOUNDATION CAMPUS

PUD-176A

A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (SW/4)
OF SECTION TWENTY-SEVEN (27), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST,
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER:
GATESWAY FOUNDATION INC.
OKLAHOMA NON-PROFIT
CORPORATION
1217 E. COLLEGE
BROKEN ARROW, OKLAHOMA 74012
Phone: 918-258-3900

ENGINEER:
ROUTE 66 ENGINEERING
5 S. MAIN ST. SAPULPA, OK 74066
PHONE: 918-852-1458
CONTACT: Billy Cox
Email: bcox@66eng.com

SURVEYOR:
WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION
NO. 1098
9936 EAST 55TH PLACE
TULSA, OKLAHOMA 74146
PHONE: 918-663-6924

BENCHMARKS

BENCHMARK NO. 1
SET MAGNETIC NAIL WITH WASHER
STAMPED "WHITE CA 1098" IN CURB
N: 390275.886
E: 2626973.559
ELEVATION=745.22

BENCHMARK NO. 2
SET 3/8" IRON PIN WITH CAP STAMPED
"WHITE CA 1098"
N: 389966.097
E: 2027332.585
ELEVATION=736.37

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Additional Planning comments may be added and forwarded to the applicant prior to the planning commission meeting.

P01: Build line will need to be 75' if parking is proposed between College Street and a building.

Add the easements to cover all the water main lines and all the sanitary sewer main lines, as needed.

Add the easements that are proposed on the AAB water and sanitary sewer extension plans.

Easements may need to be adjusted, and easements may need to be added, when the engineering plans are completed.

E01
Easements cannot be vacated by plat they will need to be closed using the Easement Closure application, 1 per request per application, then vacated through district court. The mutual access easement, if not dedicated to the city may be closed and vacated by the plat. 4-5 Easement closure applications are expected to be used. The closure and vacation of the RWE will need to be done in accordance with RWE procedure, the document numbers will need to appear on the face of the plat.

BENCHMARK NO. 1
SET MAGNETIC NAIL WITH WASHER
STAMPED "WHITE CA 1098" IN CURB
N: 390275.886
E: 2626973.559
ELEVATION=745.22

Submitted
August 11, 2025

Engineering
Review Notes
August 26, 2025

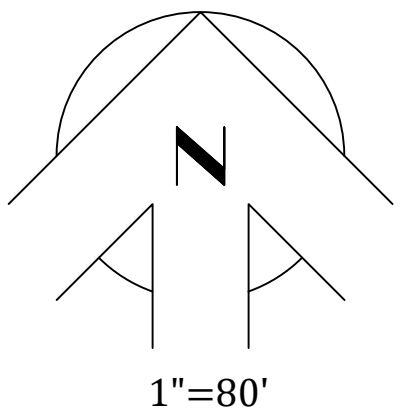
STORM DETENTION
EASEMENT TO BE
VACATED PER THIS
PLAT

PROPOSED STORM
DETENTION EASEMENT

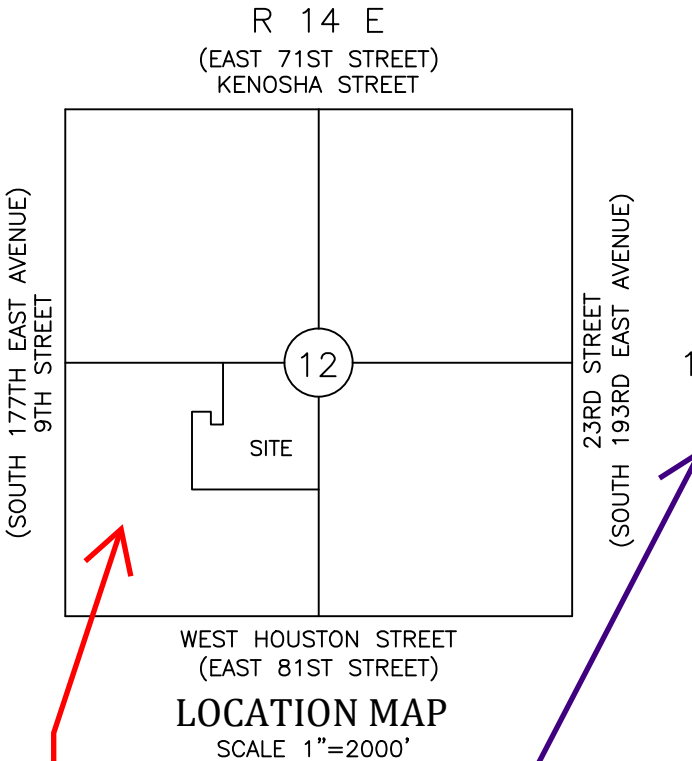
STORM SEWER MANHOLE
TR=733.74
FL OF OPENING 733.25
FL=728.78

BENCHMARK NO. 2
SET 3/8" IRON PIN
WITH CAP
STAMPED "WHITE
CA 1098"
N: 389966.097
E: 2027332.585
ELEVATION=736.37

E02
No building line within the detention easement.



DATE OF PREPARATION: AUGUST 11, 2025



LEGEND

BENCHMARK
SET 3/8" IRON PIN WITH CAP STAMPED "WHITE CA 1098"
U/E UTILITY EASEMENT
MAE MUTUAL ACCESS EASEMENT
RWE RURAL WATER DISTRICT EASEMENT

SUBDIVISION CONTAINS
ONE (1) LOT IN BLOCK ONE (1)
GROSS SUBDIVISION AREA: 12.86 ACRES
(560,277.89 Ft.)

DESCRIPTION

LEGAL DESCRIPTION:
A TRACT OF LAND THAT IS ALL OF LOT FOUR (4) AND PART OF LOTS THREE (3) AND FIVE (5), BLOCK ONE (1), GATESWAY FOUNDATION CAMPUS, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT FOUR (4); THENCE SOUTH 01°15'27" EAST ALONG THE EAST LINE OF SAID LOTS FOUR (4) AND FIVE (5), FOR 1291.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT FIVE (5); THENCE SOUTH 88°45'09" WEST FOR 500.50 FEET; THENCE NORTH 01°14'51" WEST, FOR 90.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 588.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06°24'22" EAST FOR 156.62 FEET; THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 157.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 00°53'00" WEST FOR 502.82 FEET; THENCE WITH SAID CURVE TO THE LEFT AN ARC LENGTH OF 508.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 589.28 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 08°18'11" WEST FOR 154.13 FEET; THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 154.57 FEET; THENCE NORTH 89°01'49" EAST FOR 148.61 FEET; THENCE NORTH 01°13'41" WEST FOR 390.60 FEET TO A POINT ON THE NORTH LINE OF SAID LOT THREE (3); THENCE NORTH 88°44'46" EAST ALONG THE NORTH LINE OF SAID LOTS THREE (3) AND FOUR (4), FOR 346.41 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND, CONTAINING 560,277.89 FEET OR 12.86 ACRES MORE OR LESS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD83 (2011) NORTH ZONE AND THE EAST LINE OF LOT S 4 AND 5, BLOCK 1, GATESWAY FOUNDATION CAMPUS BEING S 01°15'27" E.

VERTICAL DATUM

THE ELEVATIONS SHOWN HEREON ARE NAVD 1988 DATUM ESTABLISHED USING A TRIMBLE R10 ON RTK NETWORK.

FEMA FIRM PANEL INFORMATION

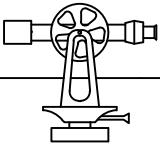
BY GRAPHIC PLOTTING ONLY, THE SUBJECT TRACT LIES WITHIN ZONE X UNSHADED DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AS SHOWN ON FIRM MAP PANEL NUMBER 40143C0392L WITH AN EFFECTIVE DATE OF 09/16/2012.

WHITE SURVEYING COMPANY
CERTIFICATE OF
AUTHORIZATION NO. CA1098



E04
Use
PR-000848-2025

BY: _____ DATE: _____
REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1806



WHITE SURVEYING COMPANY

providing land surveying services since 1940

9936 E. 55th Place • Tulsa, OK 74146 • 918.663.6924 • 918.664.8366 fax
BA PR-xxxxx-xxxx

DEED OF DEDICATION
RE-PLAT GATESWAY FOUNDATION CAMPUS

KNOW ALL MEN BY THESE PRESENTS:

GATESWAY FOUNDATION, INC., AN OKLAHOMA NON-PROFIT CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS ALL OF LOT FOUR (4) AND PART OF LOTS THREE (3) AND FIVE (5), BLOCK ONE (1), GATESWAY FOUNDATION CAMPUS, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT FOUR (4); THENCE SOUTH 01°15'27" EAST ALONG THE EAST LINE OF SAID LOTS FOUR (4) AND FIVE (5), FOR 1291.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT FIVE (5); THENCE SOUTH 88°45'09" WEST FOR 500.50 FEET; THENCE NORTH 01°14'51" WEST, FOR 90.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 588.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06°24'22" EAST FOR 156.62 FEET; THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 157.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 00°53'00" WEST FOR 502.82 FEET; THENCE WITH SAID CURVE TO THE LEFT AN ARC LENGTH OF 508.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 589.28 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 08°18'11" WEST FOR 154.13 FEET; THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 154.57 FEET; THENCE NORTH 89°01'49" EAST FOR 148.61 FEET; THENCE NORTH 01°13'41" WEST FOR 390.60 FEET TO A POINT ON THE NORTH LINE OF SAID LOT THREE (3); THENCE NORTH 88°44'48" EAST ALONG THE NORTH LINE OF SAID LOTS THREE (3) AND FOUR (4), FOR 948.41 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND, CONTAINING 560,277.89 FEET OR 12.86 ACRES MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "RE-PLAT GATESWAY FOUNDATION CAMPUS", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS.

"THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UIE" 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 FITTINGS, INCLUDING THE POLES, WIRES, 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 EASEMENTS FOR THE USES AND PURPOSES AFORESAID. PROVIDED HOWEVER, 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 CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING 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 HEREIN 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 THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, 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.

B. UNDERGROUND SERVICE

1. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER BOUNDARIES OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.

2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, 'AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.

3. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

4. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

5. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE

BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED.

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 SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE.

EACH LOT DEPICTED ON THE PLAT OF "GATESWAY FOUNDATION CAMPUS" SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), 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 ANY 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.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. RESTRICTED WATERLINE EASEMENT

THE OWNER HEREIN 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 RESTRICTED WATERLINE EASEMENT DEPICTED ON THE ACCOMPANYING PLAT, DESIGNATED AS "RWUE"; 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 AND CURBING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

G. MUTUAL ACCESS EASEMENTS

MUTUAL ACCESS EASEMENTS, AS DEPICTED ON THE ACCOMPANYING PLAT AS M.A.E., ARE HEREBY ESTABLISHED FOR THE PURPOSES OF VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS ADJACENT TO AND CONTAINED WITHIN THE PLAT, AND SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE OWNERS OF LOTS 1, 2, 5, & 6, BLOCK 1, GATESWAY FOUNDATION CAMPUS, THEIR GUESTS AND INVITEES, AND SHALL BE APPURTENANT TO THE OWNERS OF LOTS 1, 2, 5 & 6, BLOCK 1, GATESWAY FOUNDATION CAMPUS, PROVIDED, HOWEVER, GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SHALL HAVE THE REASONABLE USE OF THE EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO LOTS 1, 2, 5, & 6, BLOCK 1, GATESWAY FOUNDATION CAMPUS. MAINTENANCE AND UPKEEP OF THE PRIVATE DRIVEWAY AND IMPROVEMENTS WITHIN THE MUTUAL ACCESS EASEMENTS SHALL BE PERPETUAL IN NATURE AND COSTS FOR SUCH MAINTENANCE AND UPKEEP EFFORTS OF SUCH PRIVATE DRIVEWAY AND IMPROVEMENTS SHALL BE BY THE OWNERS OF LOTS 1, 2, 5, & 6, BLOCK 1, GATESWAY FOUNDATION CAMPUS.

H. STORMWATER DETENTION EASEMENT.

1. STORMWATER DETENTION FACILITIES SHALL BE CONSTRUCTED BY THE OWNER / DEVELOPER WITHIN THE STORMWATER DETENTION EASEMENT AREA, DESIGNATED ON THE ACCOMPANYING PLAT, ACCORDING TO THE SPECIFICATIONS AND STANDARDS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2. THE STORMWATER DETENTION EASEMENT WITHIN THE SUBDIVISION SHALL BE MAINTAINED BY THE OWNER OF LOT 3, BLOCK 1, GATESWAY FOUNDATION CAMPUS. THE MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF EROSION, APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATIONS, AND THE PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORMWATER DETENTION EASEMENT AREAS. MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE AT THE COST OF THE OWNER OF LOT 3, BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

A. THE STORMWATER DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER; AND, B. THE STORMWATER DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING (FOUR) 4 WEEKS.

3. IN THE EVENT THE OWNER OF LOT 3, BLOCK 1, GATESWAY FOUNDATION CAMPUS, FAILS TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORMWATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF LOT 3, BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS.

4. IN THE EVENT THE OWNER OF LOT 3, BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS, OBLIGATED TO MAINTAIN THE STORMWATER DETENTION EASEMENT, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE OF THE STORMWATER DETENTION EASEMENT AS ABOVE SET FORTH, THE CITY OF BROKEN ARROW, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER OF LOT 1, BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT STANDARDS.

WHEREAS, "GATESWAY FOUNDATION CAMPUS" WAS SUBMITTED AS PART OF PLANNED UNIT DEVELOPMENT 176A (PUD #176A) PURSUANT TO THE BROKEN ARROW ZONING ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "BROKEN ARROW ZONING CODE"); AND

WHEREAS, PUD #176A WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AND BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA; AND,

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THIS SUBDIVISION FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA; AND AMENDMENTS THERETO; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING 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

THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, BINDING UPON THE OWNER AND ITS SUCCESSORS IN TITLE AND ENFORCEABLE BY THE OWNER, ANY PERSON OWNING A LOT WITHIN "GATESWAY FOUNDATION CAMPUS", AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, AS HEREINAFTER SET FORTH.

PUD 176A DEVELOPMENT AREA "B" - CONSISTING OF LOT 1 BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS, AND LOT 3, BLOCK 1, RE-PLAT GATESWAY ADDITION PERMITTED USES:

ALL EXISTING ON-SITE BUILDINGS AND USES; FUTURE OFFICE AND ADMINISTRATIVE BUILDINGS AND USES; SINGLE OR MULTI-FAMILY BUILDINGS AND USES; CLASSROOM AND/OR VOCATIONAL TRAINING BUILDINGS AND USES; RECREATIONAL BUILDINGS, FACILITIES, AND USES; MAINTENANCE BUILDINGS AND USES; AND FUTURE ACCESSORY BUILDINGS AND USES ASSOCIATED WITH THE GATESWAY FOUNDATION.

MAXIMUM NON-RESIDENTIAL BLDG. FLOCH AREA: 425,057 SF
MAXIMUM RESIDENTIAL DWELLING UNITS: 183
MAXIMUM LAND COVERAGE (ALL BUILDINGS) 30%
MAXIMUM BUILDING HEIGHT:

OFFICE & ADMINISTRATIVE BUILDING USES: 30 FEET
OTHER USES: 50 FEET

(ARCHITECTURAL ELEMENTS MAY EXCEED THE MAXIMUM BUILDING HEIGHT WITH DETAIL SITE PLAN APPROVAL)
MINIMUM LOT SIZE: 1 ACRE (43,560 SF)
MINIMUM LOT FRONTAGE:

ALL LOTS SHALL HAVE A MINIMUM 150' OF FRONTAGE ON EAST COLLEGE STREET, WITH THE EXCEPTION OF LOTS 5 & 6, BLOCK 1, LOTS 5 & 6, BLOCK 1, SHALL NOT HAVE A PRESCRIBED MINIMUM LOT FRONTAGE REQUIREMENT ON EAST COLLEGE STREET; HOWEVER, SUCH LOTS SHALL BE PERPETUALLY SERVED AND ACCESSED BY THE EXISTING PRIVATE ROADWAYS EXTENDING SOUTHWARD INTO THE GATESWAY SITE. IN THE EVENT SUCH EXISTING PRIVATE ROADWAYS ARE REMOVED OR REALIGNED AT A FUTURE DATE, ACCESS TO AND FROM LOTS 5 & 6, BLOCK 1, TO EAST COLLEGE STREET, SHALL BE PERPETUALLY MAINTAINED ALONG SUCH PRIVATE ROADWAY REALIGNMENT EFFORTS, OR, IN THE EVENT OF REMOVAL OF SUCH EXISTING PRIVATE ROADWAYS, ALONG A NEW PRIVATE OR PUBLIC ROADWAY ROUTE ACCEPTABLE TO THE CITY OF BROKEN ARROW. ACCESS TO AND FROM LOTS 5 & 6, BLOCK 1, TO EAST COLLEGE STREET SHALL BE SUFFICIENTLY COVERED BY A PERPETUAL MUTUAL ACCESS EASEMENT (EITHER VIA PLATTING OR BY SEPARATE INSTRUMENT) EXTENDING FROM THE SOUTHERN RIGHT-OF-WAY LIMITS OF EAST COLLEGE STREET TO THE PROPERTY LINE BOUNDARY OR BOUNDARIES OF SAID LOTS 5 & 6, BLOCK 1.

MINIMUM BUILDING SETBACKS:

FROM CENTERLINE OF EAST COLLEGE: 80 FEET
FROM THE EAST BOUNDARY OF DEVELOPMENT AREA "A": 50 FEET
FROM THE WEST BOUNDARY OF DEVELOPMENT AREA "A": 50 FEET
FROM THE SOUTH BOUNDARY OF DEVELOPMENT AREA "A": 50 FEET
FROM INTERIOR LOT LINES: 0 FEET

MINIMUM LANDSCAPED AREA:

FOR ANY NEW SINGLE OR MULTI-FAMILY RESIDENTIAL STRUCTURES TO BE CONSTRUCTED WITHIN THE NORTHERLY 300' OF DEVELOPMENT AREA "A", OR FOR ANY SINGLE OR MULTI-FAMILY RESIDENTIAL STRUCTURE BUILDING SQUARE FOOTAGE EXPANSION EFFORTS OF AT LEAST 30% WITHIN THE NORTHERLY 300' OF DEVELOPMENT AREA "A", INSTALLATION OF LANDSCAPING ALONG E. COLLEGE ST. IN ACCORDANCE WITH ARTICLE VIII, SECTION 19.6 (RESIDENTIAL, LANDSCAPING REQUIREMENTS) OF THE BROKEN ARROW ZONING CODE SHALL BE REQUIRED FOR THE PARTICULAR LOT UPON WHICH SUCH BUILDING IMPROVEMENTS ARE PROPOSED. FOR ANY NEW SINGLE OR MULTI-FAMILY RESIDENTIAL STRUCTURES TO BE CONSTRUCTED SOUTH OF THE NORTH 300' OF DEVELOPMENT AREA "A", OR FOR ANY SINGLE OR MULTI-FAMILY RESIDENTIAL STRUCTURE BUILDING SQUARE FOOTAGE EXPANSION EFFORTS OF AT LEAST 30% FOR SUCH BUILDING IMPROVEMENTS THAT ARE LOCATED SOUTH OF THE NORTH 300' OF DEVELOPMENT AREA "A", INSTALLATION OF LANDSCAPING SHALL BE REQUIRED IN ACCORDANCE WITH ARTICLE VIII, SECTION 19.6 (RESIDENTIAL LANDSCAPING REQUIREMENTS) OF THE BROKEN ARROW ZONING CODE WITH THE EXCEPTION THAT NO LANDSCAPING ALONG E. COLLEGE ST. SHALL BE REQUIRED FOR SUCH BUILDING IMPROVEMENTS.

SCREENING:

FOR THOSE AREAS OF THE OVERALL GATESWAY FOUNDATION PROPERTY SITE (DEVELOPMENT AREA "A") THAT ABUT ANY RE. R-1, R-2 OR R-3 ZONED PROPERTIES, A MINIMUM HEIGHT SIX FOOT OPAQUE SCREENING FENCE SHALL BE CONSTRUCTED ALONG THE COMMON BOUNDARY LINES BETWEEN DEVELOPMENT AREA "A" AND SUCH RE. R-1, R-2 OR R-3 ZONED PROPERTIES PRIOR TO CONSTRUCTION EFFORTS OF ANY NEW BUILDING OR PARKING LOT IMPROVEMENTS WITHIN DEVELOPMENT AREA "A" THAT ABUT SUCH RE. R-1, R-2 OR R-3 ZONED PROPERTIES. ADDITIONALLY, ALL NEW TRASH, MECHANICAL AND EQUIPMENT AREAS WITHIN DEVELOPMENT

AREA "A" SHALL BE SCREENED FROM PUBLIC VIEW BY A WALL OR SOLID FENCE HAVING A MINIMUM HEIGHT OF SIX FEET. SCREENING FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE.

LIGHTING:

ALL EXTERIOR LIGHTING ASSOCIATED WITH ANY NEW DEVELOPMENT, OR REDEVELOPMENT, WITHIN DEVELOPMENT AREA "B" SHALL MEET THE REQUIREMENTS OF ARTICLE VIII, SECTION 21 OF THE BROKEN ARROW ZONING ORDINANCE.

OFF-STREET PARKING:
PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.
SOLID WASTE DISPOSAL:

ANY NEW DUMPSTERS IN DEVELOPMENT AREA "B" SHALL BE SCREENED WITH AN OPAQUE FENCE THAT IS HIGHER THAN THE PROPOSED DUMPSTER, SIX FOOT MINIMUM. ANY NEW DUMPSTER(S) IN DEVELOPMENT AREA "A" SHALL BE LOCATED AT LEAST 50 FEET FROM ALL EXTERIOR BOUNDARIES OF DEVELOPMENT AREA "A".

SIGNAGE:
AS PERMITTED UNDER ARTICLE IX OF THE CITY OF BROKEN ARROW ZONING CODE (SIGN REGULATIONS).

OTHER BULK AND AREA REQUIREMENTS:
PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS,

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, 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. STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT STANDARDS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND TO THE CITY OF BROKEN IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I OR II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BROKEN ARROW, 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 OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND 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 HEREINAFTER PROVIDED.

C. AMENDMENT.

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT STANDARDS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF A MAJORITY OF THE LAND WITHIN THE SUBDIVISION AND WITH THE CONCURRENCE OF THE CITY OF BROKEN ARROW.

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.

1. INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2025.

GATESWAY FOUNDATION INC.
AN OKLAHOMA NON-PROFIT CORPORATION

BY: _____

STATE OF OKLAHOMA)

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2025 BY _____ AS MANAGER OF DIXIELOU RE LLC.

MY COMMISSION EXPIRES _____

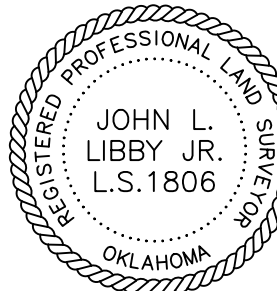
NOTARY

CERTIFICATE OF SURVEY:

I, JOHN L. LIBBY, JR., A REGISTERED 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 "SCOOTER'S at BATTLECREEK", 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 TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

BY: _____ JOHN L. LIBBY JR.

DATE: _____

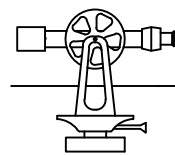


STATE OF OKLAHOMA)

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON ____TH DAY OF _____, 2025, PERSONALLY APPEARED TO ME JOHN L. LIBBY JR., KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED 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 MEAL THE DAY AND YEAR LAST ABOVE WRITTEN.



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