

Conditional Final Plat #1

The Shops at Broken Arrow II Amended

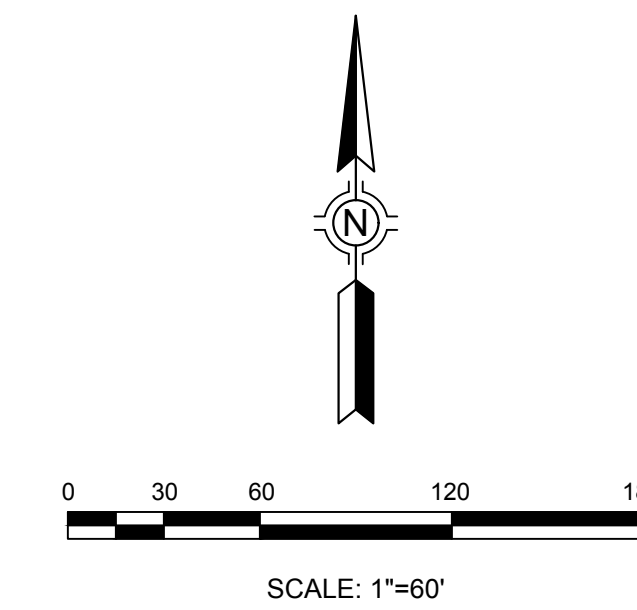
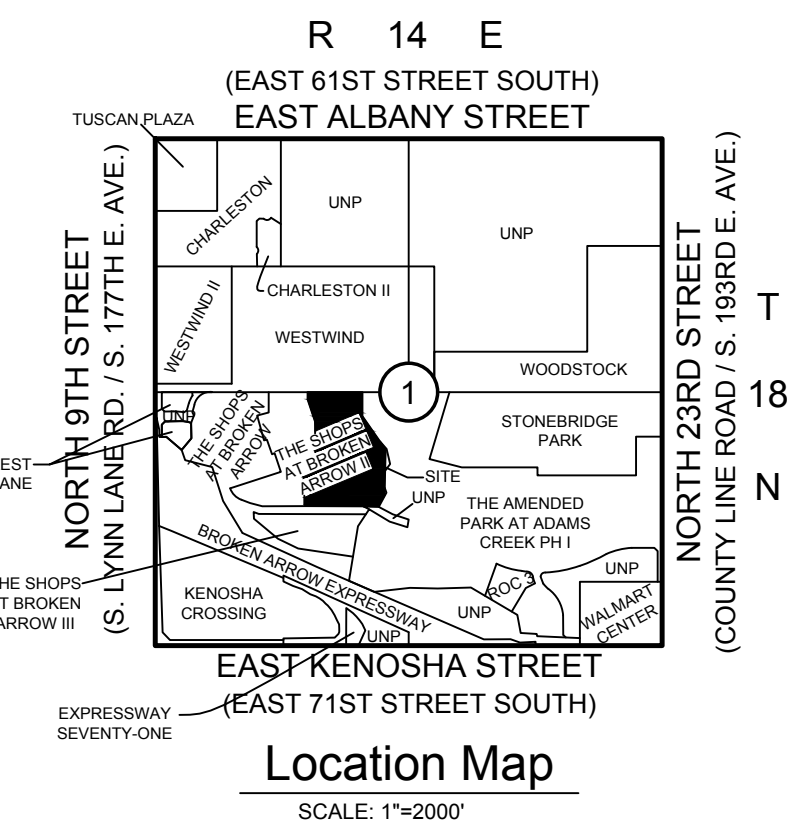
A RESUBDIVISION OF PART OF LOT FOUR (4) AND ALL OF LOT EIGHT (8), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II AND PART OF RESERVE F, AMENDED PLAT OF THE PARK AT ADAMS CREEK-PHASE I CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 252

Owner/Developer:
Auburndale-Halifax Broken Arrow LLC
A Delaware Limited Liability Company
5115 McKinney Avenue, Suite F
Dallas, Texas 75205
Phone: (214) 528-4600
Contact: Mr. Robert K. Carlin

Surveyor:
Sisemore Weisz & Associates, Inc.
Certificate of Authorization No. 2421 Exp. June 30, 2017
6111 E. 32nd Place
Tulsa, Oklahoma 74135
Phone: (918) 665-3600
E-mail: gweisz@sw-assoc.com

Engineer:
S. E. Huey Co.
Certificate of Authorization No. 0000440 Exp. March 31, 2018
1111 N. 19th St.
Monroe, Louisiana 71201
Phone: (318) 325-1791
Contact: Charles Taylor



LOT	BLOCK	LOT SIZE (SQUARE FEET)
1	1	51,542.12
2	1	63,189.55
3	1	41,538.19
4	1	194,208.36
5	1	406,626.38
6	1	66,759.98

Subdivision Statistics:
SUBDIVISION CONTAINS SIX (6) LOTS IN ONE (1) BLOCK
SUBDIVISION CONTAINS 18.913 TOTAL ACRES (823,865 SF)

- Legend:**
- U/E = EXISTING UTILITY EASEMENT
 - U/E* = UTILITY EASEMENT (PER THIS PLAT)
 - B/L = BUILDING SETBACK LINE
 - R/W = RIGHT-OF-WAY
 - ESMT. = EASEMENT
 - PSO = PUBLIC SERVICE COMPANY OF OKLAHOMA
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - FND = FOUND
 - IP = IRON PIN
 - C.B. = CHORD BEARING
 - C.L. = CHORD LENGTH
 - T.B. = TANGENT BEARING
 - L = LENGTH
 - R = RADIUS
 - BK. = BOOK
 - PG. = PAGE

- = STREET ADDRESS
- = (BLOCK NUMBER)
- = (LOT NUMBER)

- = ORDINANCE NO. 3198 (CLOSING PORTIONS OF PLATTED UTILITY EASEMENTS) (DOC. #2012017720) CITY OF BROKEN ARROW RETAINS THE RIGHTS TO RE-OPEN

Note:
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION. THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND

Monumentation:
3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

Basis of Bearing:
THE BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 [1993].

Benchmark:
CHISELED BOX ON TOP OF CURB LOCATED APPROXIMATELY 150' SW OF THE MOST SOUTHERLY SW CORNER OF LOT 1, BLOCK 1, THE SHOPS AT BROKEN ARROW II AMENDED. NAVD 1988 DATUM ELEVATION=717.94

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

Mayor _____
Attest: City Clerk _____

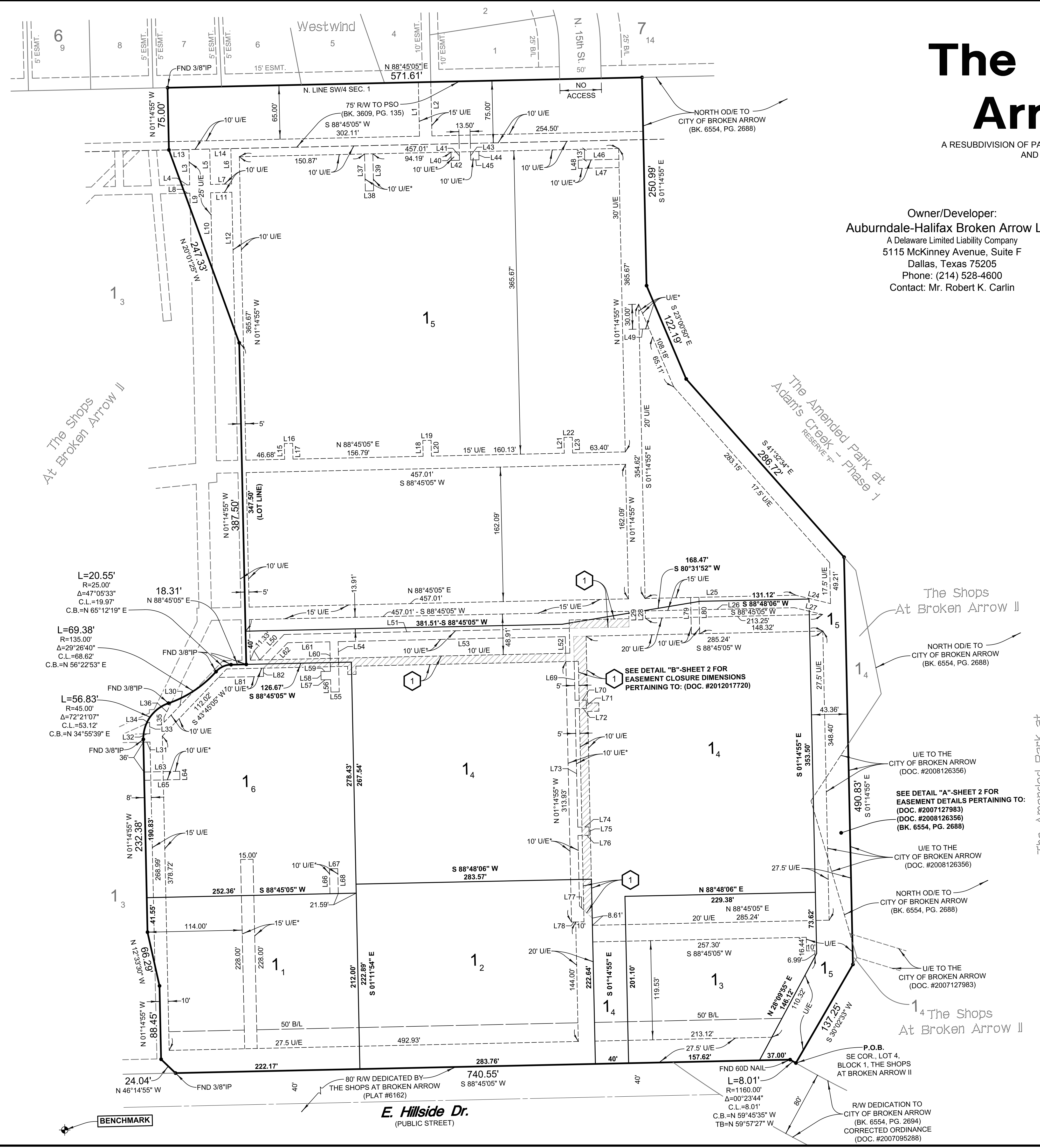
NOTE: SEE SHEET 2 FOR LINE TABLE, BACKFLOW PREVENTER TABLE & EASEMENT DOCUMENT DETAILS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION NO. DD-81307-44

CASE NO. PT16-109

Conditional Final Plat #1
The Shops at Broken Arrow II Amended
Sheet 1 of 3
Date Prepared: November 18, 2016



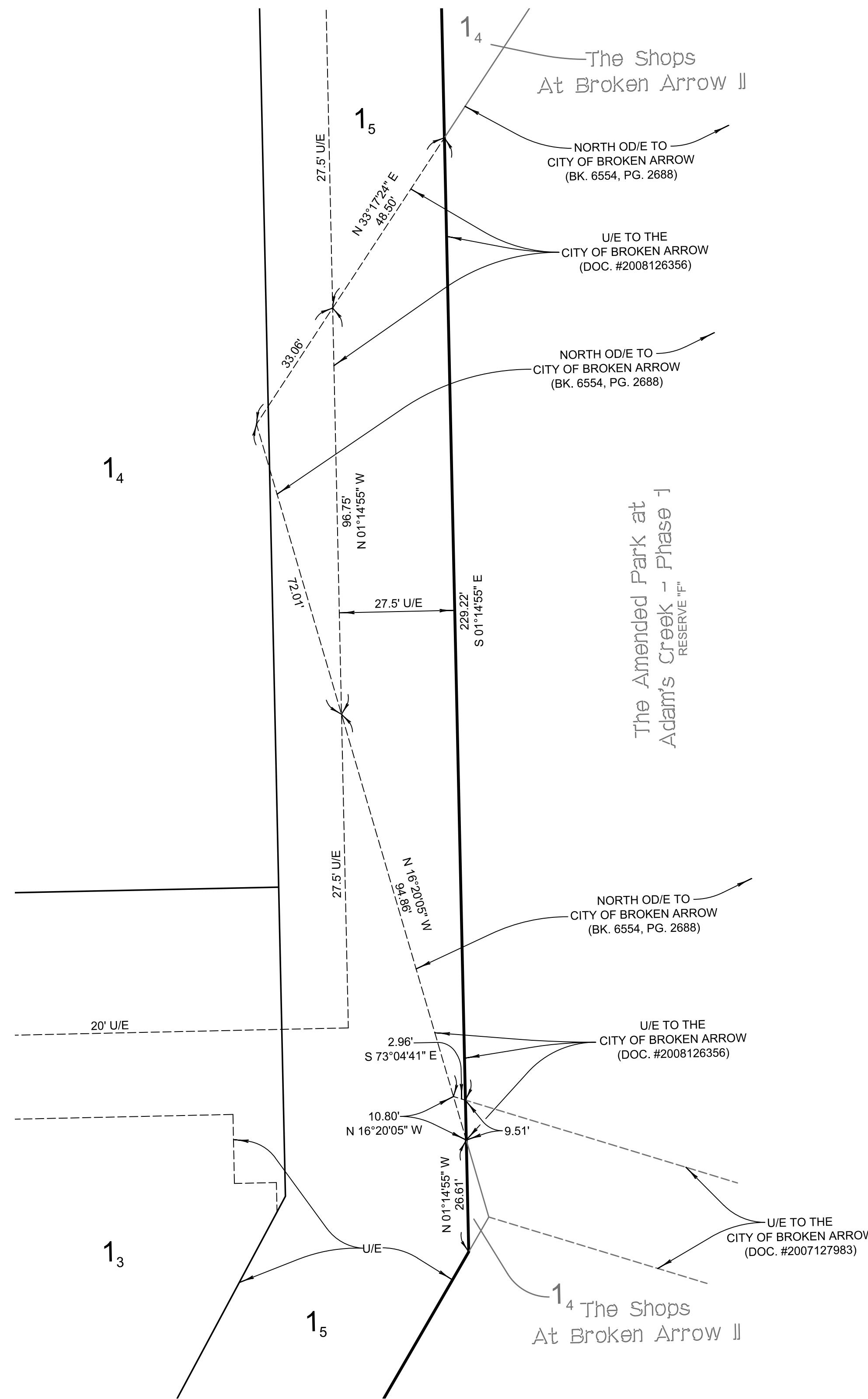
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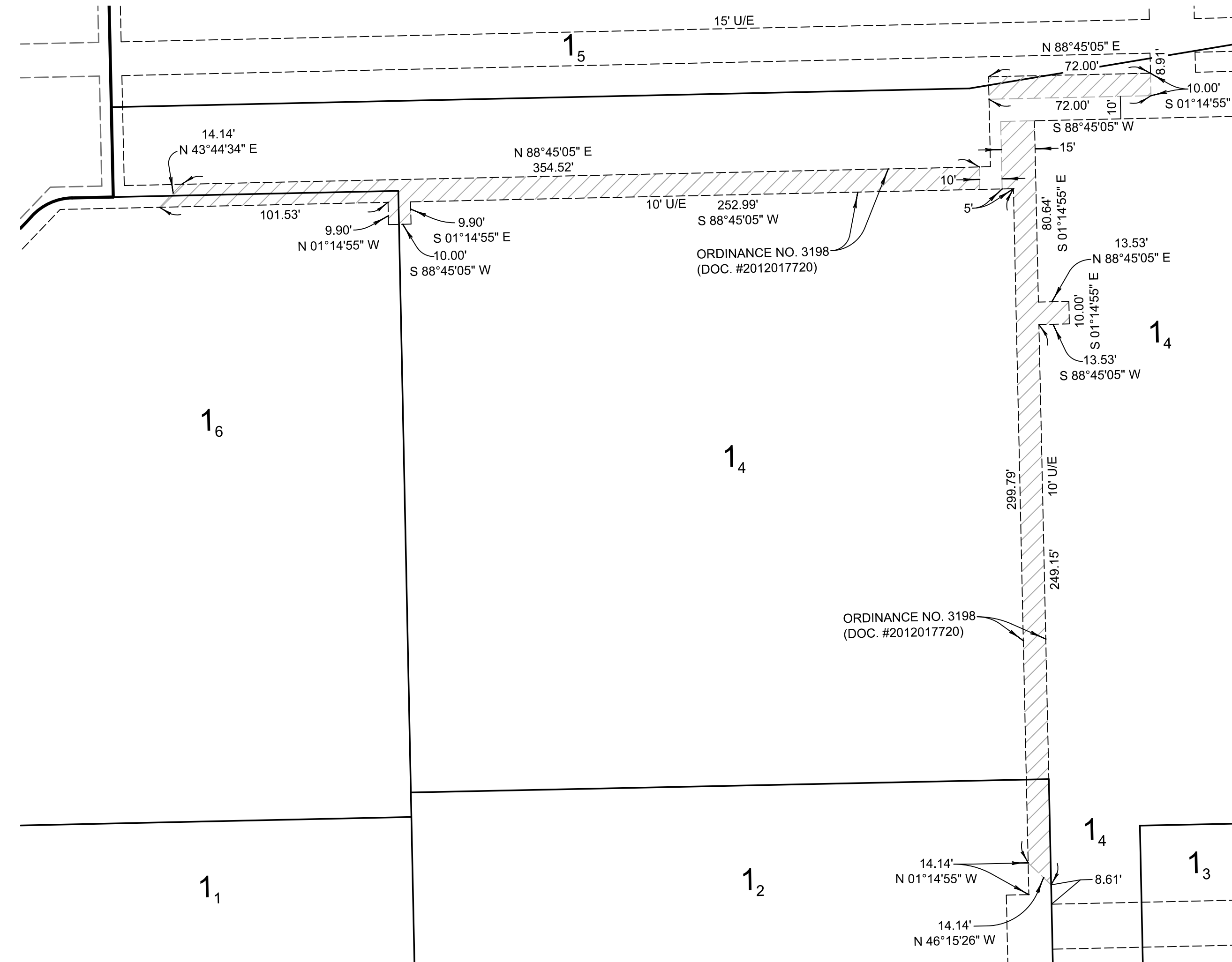
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A RESUBDIVISION OF PART OF LOT FOUR (4) AND ALL OF LOT EIGHT (8), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II AND PART OF RESERVE F, AMENDED PLAT OF THE PARK AT ADAM'S CREEK-PHASE I CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 252



DETAIL "A"
SCALE: 1"=20'
(DOC. #2007127983)
(DOC. #2008126356)
(BK. 6554, PG. 2688)



DETAIL "B"
SCALE: 1"=40'
(DOC. #2012017720)

= ORDINANCE NO. 3198 (CLOSING PORTIONS OF PLATTED UTILITY EASEMENTS) (DOC. #2012017720) CITY OF BROKEN ARROW RETAINS THE RIGHTS TO RE-OPEN

LINE #	LENGTH	BEARING
L1	65.00'	N 01°14'55" W
L2	65.00'	N 01°14'55" W
L3	42.62'	N 01°14'55" W
L4	9.62'	S 88°45'05" W
L5	42.62'	N 01°14'55" W
L6	42.62'	N 01°14'55" W
L7	25.50'	S 88°45'05" W
L8	6.22'	S 88°45'05" W
L9	18.30'	N 01°14'55" W
L10	91.84'	N 01°14'55" W
L11	25.50'	S 88°45'05" W
L12	166.85'	N 01°14'55" W
L13	24.11'	N 88°45'00" E
L14	25.50'	N 88°45'05" E
L15	19.00'	N 01°14'55" W
L16	10.00'	N 88°45'05" E
L17	19.00'	S 01°14'55" E
L18	19.00'	N 01°14'55" W
L19	10.00'	N 88°45'05" E
L20	19.00'	S 01°14'55" E
L21	19.00'	N 01°14'55" W
L22	10.00'	S 88°45'05" W
L23	19.00'	N 01°14'55" W
L24	43.11'	S 76°24'57" E
L25	181.56'	S 88°45'05" W
L26	179.61'	N 88°45'05" E
L27	34.80'	S 76°24'57" E
L28	8.91'	N 01°14'55" W
L29	8.91'	S 01°14'55" E
L30	53.67'	N 43°45'05" E
L31	8.00'	S 88°45'05" W
L32	7.51'	N 88°45'05" E
L33	13.91'	N 01°14'55" W
L34	4.19'	S 65°37'52" W
L35	5.77'	N 01°14'55" W
L36	20.59'	N 26°07'13" E
L37	44.54'	S 01°14'55" E
L38	10.00'	N 88°45'05" E
L39	44.54'	N 01°14'55" W
L40	10.00'	S 01°14'55" E
L41	10.00'	N 01°14'55" W
L42	10.00'	N 88°45'05" E
L43	10.00'	S 01°14'55" E
L44	10.00'	N 01°14'55" W
L45	10.00'	N 88°45'05" E
L46	49.00'	N 88°45'05" E
L47	49.00'	S 88°45'05" W
L48	10.00'	N 01°14'55" W
L49	11.98'	N 88°45'05" E
L50	42.43'	N 43°45'06" E
L51	343.67'	N 88°45'05" E
L52	20.00'	S 01°14'55" E
L53	273.75'	S 88°45'05" W
L54	60.51'	S 01°14'55" E
L55	10.00'	S 88°45'05" W

LINE #	LENGTH	BEARING
L56	14.89'	N 01°14'55" W
L57	11.50'	S 88°45'05" W
L58	10.00'	N 01°14'55" W
L59	11.50'	N 88°45'05" E
L60	35.61'	N 01°14'55" W
L61	50.77'	S 88°45'05" W
L62	28.28'	S 43°45'06" W
L63	43.00'	N 88°45'05" E
L64	10.00'	S 01°14'55" E
L65	43.00'	S 88°45'05" W
L66	30.00'	N 01°14'55" W
L67	10.00'	N 88°45'05" E
L68	30.00'	S 01°14'55" E
L69	46.98'	S 01°14'55" E
L70	13.50'	N 88°45'05" E
L71	10.00'	S 01°14'55" E
L72	13.50'	S 88°45'05" W
L73	142.82'	S 01°14'55" E
L74	13.50'	S 88°45'05" W
L75	10.00'	S 01°14'55" E
L76	13.50'	S 88°45'05" W
L77	7.07'	S 46°15'26" E
L78	5.00'	S 88°45'05" W
L79	43.91'	N 01°14'55" W
L80	43.91'	S 01°14'55" E
L81	54.20'	N 88°45'05" E
L82	10.00'	N 01°14'55" W

BLOCK	LOT NO.	MINIMUM ALLOWABLE FINISHED FLOOR ELEV. W/O BACKFLOW PREVENTER	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	PROPOSED PAD ELEVATION	BACKFLOW PREVENTER VALVE REQUIRED (YES OR NO)
1	1	716.50	-	715.50	717.40	NO
1	2	716.51	-	715.51	713.50	YES
1	3	715.13	-	714.13	713.00	YES
1	4	711.50	-	710.50	711.75	NO
1	5	711.16	-	710.16	714.25	NO
1	6	716.51	-	715.51	714.25	YES

WHEN INDIVIDUAL LOTS ARE CONSTRUCTED, NEED FOR BACKFLOW PREVENTER VALVES SHALL BE RE-EVALUATED. IF THE ABOVE FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE TOP OF RIM OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDER'S RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING TO BROKEN ARROW ORDINANCE NO. 1777, SECTION 24-100, ADOPTED MAY 17, 1993.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION NO. DD-81307-44

APPROVED _____ by the City
Council of the City of Broken Arrow,
Oklahoma.
Mayor _____
Attest: City Clerk _____

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

CASE NO. PT16-109

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The Shops at Broken Arrow II Amended
Sheet 2 of 3
Date Prepared: November 18, 2016

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The Shops at Broken Arrow II Amended

A RESUBDIVISION OF PART OF LOT FOUR (4) AND ALL OF LOT EIGHT (8), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II AND PART OF RESERVE F, AMENDED PLAT OF THE PARK AT ADAM'S CREEK-PHASE I CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 252

Deed of Dedication The Shops at Broken Arrow II Amended

KNOW ALL MEN BY THESE PRESENTS:

ABURNDALE-HALIFAX BROKEN ARROW, LLC, A DELAWARE LIMITED LIABILITY COMPANY (HEREINAFTER THE "OWNER/DEVELOPER"), IS THE OWNER OF THE FOLLOWING-DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF LOT FOUR (4), AND ALL OF LOT EIGHT (8), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6254, AND PART OF RESERVE "F", AMENDED PLAT OF THE PARK AT ADAM'S CREEK - PHASE I, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 5663, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE SOUTHEAST CORNER OF LOT FOUR, BLOCK 1, THE SHOPS AT BROKEN ARROW II; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT, AND ALONG THE SOUTHERLY LINE OF SAID LOT 4, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF NORTH 99°57'27" WEST; A CENTRAL ANGLE OF 00°23'44"; A RADIUS OF 1160.00 FEET; A CHORD BEARING OF NORTH 59°45'33" WEST; A CHORD LENGTH OF 6.01 FEET; FOR AN ARC LENGTH OF 8.01 FEET; THENCE SOUTH 88°45'05" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, AND ALONG THE SOUTHERLY LINE OF LOT 8, BLOCK 1, THE SHOPS AT BROKEN ARROW II, FOR 740.55 FEET; THENCE NORTH 46°14'55" WEST ALONG THE WESTERLY LINE OF SAID LOT 8 FOR 24.04 FEET; THENCE NORTH 01°14'55" WEST ALONG SAID WESTERLY LINE FOR 88.45 FEET; THENCE NORTH 12°33'30" WEST ALONG SAID WESTERLY LINE FOR 66.29 FEET; THENCE NORTH 01°14'55" WEST ALONG SAID WESTERLY LINE, AND ALONG THE WESTERLY LINE OF SAID LOT 4, FOR 232.38 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT, AND ALONG THE WESTERLY LINE OF SAID LOT 4, SAID CURVE HAVING A CENTRAL ANGLE OF 72°21'07", A RADIUS OF 45.00 FEET; A CHORD BEARING OF NORTH 34°55'39" EAST; A CHORD LENGTH OF 53.12 FEET; FOR AN ARC LENGTH OF 56.83 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, AND ALONG SAID WESTERLY LINE, WITH A CENTRAL ANGLE OF 29°26'40", A RADIUS OF 135.00 FEET; A CHORD BEARING OF NORTH 56°22'53" EAST; A CHORD LENGTH OF 66.62 FEET; FOR AN ARC LENGTH OF 69.38 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT, AND ALONG SAID WESTERLY LINE, WITH A CENTRAL ANGLE OF 47°05'33", A RADIUS OF 25.00 FEET; A CHORD BEARING OF NORTH 65°12'19" EAST; A CHORD LENGTH OF 19.97 FEET; FOR AN ARC LENGTH OF 20.55 FEET; THENCE NORTH 88°45'05" EAST ALONG SAID WESTERLY LINE FOR 18.31 FEET; THENCE NORTH 01°14'55" WEST ALONG SAID WESTERLY LINE FOR 387.50 FEET; THENCE NORTH 20°01'25" WEST ALONG SAID WESTERLY LINE FOR 247.33 FEET; THENCE NORTH 01°14'55" WEST ALONG SAID WESTERLY LINE FOR 50.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 88°45'05" EAST ALONG THE NORTHERLY LINE OF SAID LOT 4 FOR 571.61 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 01°14'55" EAST ALONG THE EASTERLY LINE OF SAID LOT 4 FOR 250.99 FEET; THENCE SOUTH 23°00'50" EAST ALONG SAID EASTERLY LINE FOR 122.19 FEET; THENCE SOUTH 41°32'34" EAST ALONG SAID EASTERLY LINE FOR 286.72 FEET; THENCE SOUTH 01°14'55" EAST, AND DEPARTING SAID EASTERLY LINE, FOR 490.83 FEET TO A POINT ON AN EASTERLY LINE OF SAID LOT 4; THENCE SOUTH 30°02'33" WEST ALONG SAID EASTERLY LINE FOR 137.25 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 823.865 SQUARE FEET OR 18.913 ACRES, MORE OR LESS.

*NOTE: THE ABOVE DESCRIBED TRACT OF LAND BASED ON THE BEARING SYSTEMS SHOWN ON THE RECORDED PLATS OF THE SHOPS AT BROKEN ARROW II, AND THE AMENDED PLAT OF THE PARK AT ADAM'S CREEK - PHASE I, AS TRANSLATED TO GRID BEARINGS AND THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.

AND HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO SIX LOTS IN ONE BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "THE SHOPS AT BROKEN ARROW II AMENDED" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "THE SHOPS AT BROKEN ARROW II AMENDED"), THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE PLAT AS "UE" 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/DEVELOPER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN UTILITY LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING UTILITY SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER/DEVELOPER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS, PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NON-OBJECTING IMPROVEMENTS.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG THE NORTHERN BOUNDARY OF THE SUBDIVISION WITHIN THE AREAS DESIGNATED IN THE ACCOMPANYING PLAT AS PREVIOUSLY RECORDED ELECTRIC EASEMENTS. TEMPORARY ELECTRICAL SERVICES DURING CONSTRUCTION OF IMPROVEMENTS MAY ALSO BE PROVIDED BY OVERHEAD LINES. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND. IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND PUBLIC STREETS, AS DEPICTED ON THE PLAT, SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT-WAYS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF THE STRUCTURE AS MAY BE LOCATED UPON A LOT PROVIDED, THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL THE EASEMENT-WAYS DEPICTED ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND ELECTRIC OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE SERVICE.

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

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIER OF SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON THE LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURE, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT AFFECTED OR AT ITS ELECTION. THE CITY OF BROKEN ARROW, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE LOT OWNER'S EXPENSE.

3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER OF A LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES WITHIN HIS LOT CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

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

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

D. GAS SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE PLAT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER OF A LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES WITHIN HIS LOT CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN 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 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 LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT, IN ACCORDANCE WITH THE FINISH GRADING PLAN, SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE LOT OWNED, THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER OR BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. 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, NOTWITHSTANDING THE FOREGOING, THE ACCESS RIGHTS HEREIN ESTABLISHED MAY, IN THE PARTICULAR INSTANCE AND WITH RESPECT TO A PARTICULAR LOT OR PART THEREOF, BE MODIFIED OR TERMINATED BY ACTION OF THE BROKEN ARROW PLANNING COMMISSION. NOTHING HEREIN SHALL BE DEEMED TO ESTABLISH CROSS-PARKING RIGHTS.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO THE LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, ELECTRIC, NATURAL GAS AND COMMUNICATION FACILITIES AS DEPICTED UPON THE 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.

H. MAINTENANCE OF INTERNAL STORMWATER DRAINAGE SYSTEMS

THE OWNER OF EACH LOT COVENANTS TO MAINTAIN THOSE PORTIONS OF THE PRIVATE DRAINAGE SYSTEM WITHIN THE LOT AS MAY FROM TIME TO TIME EXIST, THAT EITHER RECEIVES FLOW, OR DISCHARGES ONTO, ADJOINING PROPERTIES TO THE EXTENT NECESSARY TO ACHIEVE AND MAINTAIN THE INTENDED DRAINAGE FUNCTION OF THE SYSTEM.

I. MAINTENANCE OF RESERVE AREA "A", THE SHOPS AT BROKEN ARROW

RESERVE AREA "A", THE SHOPS AT BROKEN ARROW, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT (NO. 6162) THEREOF ("THE SHOPS AT BROKEN ARROW") IS BURDENED BY AN OVERLAND DRAINAGE EASEMENT BENEFITTING THE PROPERTIES COMPRISING THE SHOPS AT BROKEN ARROW AS ORIGINALLY PLATTED. A PORTION OF RESERVE AREA "A", THE SHOPS AT BROKEN ARROW (RESERVE AREA "A"), IS ALSO UTILIZED FOR COMPENSATORY MITIGATION UNDER THE TERMS OF DEPARTMENT OF ARMY PERMIT OKR2011424. THE OWNER/DEVELOPER AND ITS SUCCESSORS AND ASSIGNS IN TITLE TO PROPERTIES WITHIN THE SHOPS AT BROKEN ARROW II SHALL BE OBLIGATED TO BEAR A PART OF THE COST OF MAINTENANCE OF RESERVE AREA "A" IN PROPORTION TO THE LAND AREA OF THE TRACT OWNED IN THE SHOPS AT BROKEN ARROW II AS COMPARED TO THE TOTAL LAND AREA OF THE LOTS INCLUDED IN THE PLAT OF THE SHOPS AT BROKEN ARROW AS ORIGINALLY PLATTED.

J. RIGHTS OF INGRESS AND EGRESS

THE OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF INGRESS AND EGRESS TO AND FROM THE ABOVE-DESCRIBED PROPERTY TO NORTH 15TH STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE PLAT, EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED OR AMENDED BY THE BROKEN ARROW PLANNING COMMISSION WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, OR AS IS OTHERWISE PROVIDED BY THE STATUTES OR LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

SECTION II. PRIVATE COVENANTS - BUILDING LINES

A. 50 FOOT BUILDING LINES

NO BUILDING SHALL BE CONSTRUCTED NEARER TO A BOUNDARY OF A LOT ABUTTING EAST HILLSIDE DRIVE THAN THE 50 FOOT BUILDING LINES DEPICTED ON THE ACCOMPANYING PLAT AS "50' BL". NOTWITHSTANDING THE ABOVE, NO BUILDING SHALL ENCRUCH UPON ANY EASEMENT DEPICTED UPON THE ACCOMPANYING PLAT.

SECTION III. PLANNED UNIT DEVELOPMENT STANDARDS

WHEREAS, "THE SHOPS AT BROKEN ARROW II AMENDED" WAS SUBMITTED AS PART OF PLANNED UNIT DEVELOPMENT 252 (PUD 252) PURSUANT TO THE BROKEN ARROW ZONING ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "BROKEN ARROW ZONING CODE"); AND

WHEREAS, PUD 252 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON OCTOBER 13, 2016 AND BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON NOVEMBER 1, 2016; 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 "THE SHOPS AT BROKEN ARROW II AMENDED", AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, AS HEREAFTER SET FORTH.

THE SHOPS AT BROKEN ARROW II AMENDED WILL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATION OF THE COMMERCIAL HEAVY (CH) DISTRICT EXCEPT AS FOLLOWS:

PERMITTED USES: AS BY RIGHT IN CH /COMMERCIAL-HEAVY

MINIMUM LOT FRONTAGE: NONE

ACCESS:

VEHICULAR AND PEDESTRIAN ACCESS WILL BE PROVIDED BY INTERNAL CIRCULATION SYSTEM, ALL DRIVES AND PARKING AREAS WILL BE SHARED BY MUTUALLY ACCESS EASEMENT WITH THE PRIVATE DRIVES AND MUTUAL ACCESS AND PARKING ACROSS ALL LOTS. LOTS ARE NOT REQUIRED TO FRONT ONTO A PUBLIC STREET.

IN ADDITION TO THE SIDEWALK ALONG HILLSIDE DRIVE, A HANDICAPPED ACCESSIBLE ROUTE SHALL BE PROVIDED FROM THE SIDEWALK ON THE EAST SIDE OF 15TH STREET TO THE SOUTH SIDE OF THE PROPOSED BUILDING.

MAXIMUM BUILDING HEIGHT: AS BY RIGHT IN CH /COMMERCIAL-HEAVY

MINIMUM BUILDING SETBACKS:

NO BUILDING SHALL BE CONSTRUCTED NEARER TO THE BOUNDARY OF A LOT ABUTTING EAST HILLSIDE DRIVE THAN 50 FEET.

MINIMUM LANDSCAPE REQUIREMENTS: AS REQUIRED PER STANDARD CITY OF BROKEN ARROW ZONING CODE.

LIGHTING: AS REQUIRED PER STANDARD CITY OF BROKEN ARROW ZONING CODE.

OFF-STREET PARKING:

PER STANDARD CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS. A CROSS-PARKING AND CROSS-ACCESS AGREEMENT WITH TRACT OWNERS SHALL BE EXECUTED AS PART OF THE PROPOSED DEVELOPMENT PROJECT.

SIGNAGE: AS REQUIRED PER SPECIFIC USE PERMIT 223.

OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED PER STANDARD CITY OF BROKEN ARROW ZONING CODE.

SECTION IV. 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/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, PRIVATE COVENANTS - BUILDING LINES, SUBSECTION A SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE OWNER OF ANY LOT WITHIN THE SUBDIVISION. THE COVENANTS CONTAINED IN SECTION II, PRIVATE COVENANTS - BUILDING LINES, SUBSECTION B SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE OWNER OF LOT 4, BLOCK 1. IN ANY JUDICIAL ACTION BROUGHT BY AN OWNER OF A LOT WITHIN THE SUBDIVISION WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER 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 HEREAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, EASEMENTS AND UTILITIES 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 CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, PRIVATE COVENANTS - BUILDING LINES, SUBSECTION A MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF ANY TRACT OF LAND WITHIN THE SUBDIVISION. THE COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LAND AREA WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION OF THE COVENANTS CONTAINED WITHIN SECTION II SUBSECTION A PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF A TRACT OF LAND WITHIN THE SUBDIVISION) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LAND AREA WITHIN THE SUBDIVISION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL. THE COVENANTS CONTAINED WITHIN SECTION II, PRIVATE COVENANTS - BUILDING LINES, SUBSECTION B MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF LOT 4, BLOCK 1. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT 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, THE OWNER/DEVELOPER, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2016.

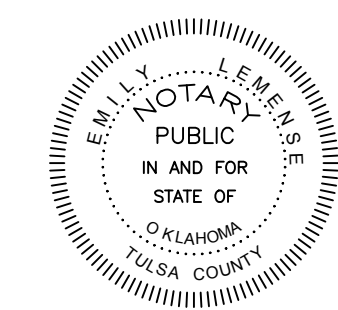
ABURNDALE-HALIFAX BROKEN ARROW, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
ROBERT K. CARLIN, MANAGER

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2016, BY ROBERT K. CARLIN, AS MANAGER OF ABURNDALE-HALIFAX BROKEN ARROW, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

NOTARY PUBLIC



MY COMMISSION EXPIRES:

AUGUST 14, 2019

COMMISSION NUMBER:

15007563

CERTIFICATE OF SURVEY

I, DEAN ROBINSON OF SISEMORE WEISZ & ASSOCIATES, 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 AS "THE SHOPS AT BROKEN ARROW II AMENDED" 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 AS ADOPTED.

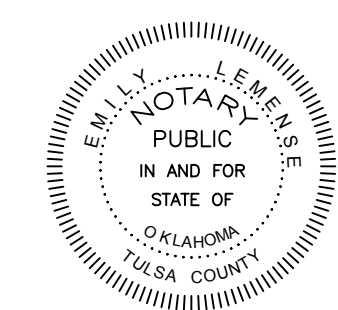


DEAN ROBINSON
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1146

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2016, BY DEAN ROBINSON AS A LICENSED PROFESSIONAL LAND SURVEYOR.

NOTARY PUBLIC



MY COMMISSION EXPIRES:

AUGUST 14, 2019

COMMISSION NUMBER:

15007563

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

Mayor

Attest: City Clerk

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

Conditional Final Plat #1

The Shops at Broken Arrow II Amended

Sheet 3 of 3

Date Prepared: November 18, 2016

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION NO. DD-81307-44

CASE NO. PT16-109