

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C3	160.94	310.00	29.75	S54° 40' 31"W	159.14
C1	321.31	229.50	80.22	N38° 38' 53"E	295.70
C4	280.97	390.00	41.28	S19° 10' 43"W	274.93
C2	219.11	156.50	80.22	N38° 38' 53"E	201.64

E06  
Revise C3 to reflect the data for the boundary line.  
Another C# will need to be added to continue the curve past the boundary line for the proposed R/W.  
The lengths of 160.94+102.75 do not equal the curve length in the legal of 234.77

Benchmark Table				
No.	Set	Northing	Easting	Elevation
500	1/2" Iron Pin w/ Alum cap	369622.6750	2614128.1520	675.9700
501	1/2" Iron Pin w/ Alum cap	369431.0370	2614658.4300	684.1900
502	1/2" Iron Pin w/ "GREENHEAD" cap	368895.9630	2613798.7320	669.8800

DATUM: NAVD 88

Backflow Preventer Table			
Block 1			
Lot No.	Approx. FF	SS Rim Elev.	BFP Required
1	682.00	678.87	No
2	681.00	678.87	No
3	684.00	680.53	No
4	681.00	680.53	No
5	677.00	675.39	No
6	N/A	N/A	N/A

If the actual finish floor elevation is lower than one (1) foot above the rim elevation of the upstream manhole, it shall be the builders responsibility to install a backflow preventer valve near the building according to Broken Arrow ordinance No. 1777, Section 24-100

Subdivision Area			
Blk	Lot	Area	Acres
1	1	56937	1.31
1	2	46010	1.06
1	3	59631	1.37
1	4	117214	2.69
1	5	101433	2.33
1	6	137052	3.15
R.O.W. Dedicated to Public		98269	2.26
Subdivision Gross		616675	14.16
Subdivision Net		518406	11.90

## LEGEND:

- 1/2" IRON PIN
- CALCULATED POINT
- NATURAL GAS PIPELINE MARKER
- SEWER MANHOLE
- WATER RUNOFF INLET
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- UTILITY EASEMENT
- A/E - ACCESS EASEMENT
- STAT. - STATUTORY
- B/L - BUILD LINE
- 1234 - ADDRESS PLACE HOLDER
- LNA - LIMITS OF NO ACCESS

E08  
Place the highlighted area in a reserve space and provide a section in the covenants that covers the maintenance, use and access to the reserve for the floodplain.

FEMA Panel # 40143C0452M

Zone A

N 89°19'02" W

8.67'

S 110°39' E

80.07'

S 78°45'22" W

80.00'

S 88°33'32" E

13.90'

N 78°45'22" E

366.80'

N 89°19'02" W

8.67'

S 110°39' E

80.07'

S 78°45'22" W

80.00'

S 88°33'32" E

13.90'

N 78°45'22" E

366.80'

N 89°19'02" W

8.67'

S 110°39' E

80.07'

S 78°45'22" W

80.00'

S 88°33'32" E

13.90'

N 368895.963

E:2613798.732

BHMS502

EL=669.81'

N 78°45'22" E

366.80'

N 89°19'02" W

8.67'

S 110°39' E

80.07'

S 78°45'22" W

80.00'

S 88°33'32" E

13.90'

N 78°45'22" E

366.80'

N 89°19'02" W

8.67'

S 110°39' E

80.07'

S 78°45'22" W

80.00'

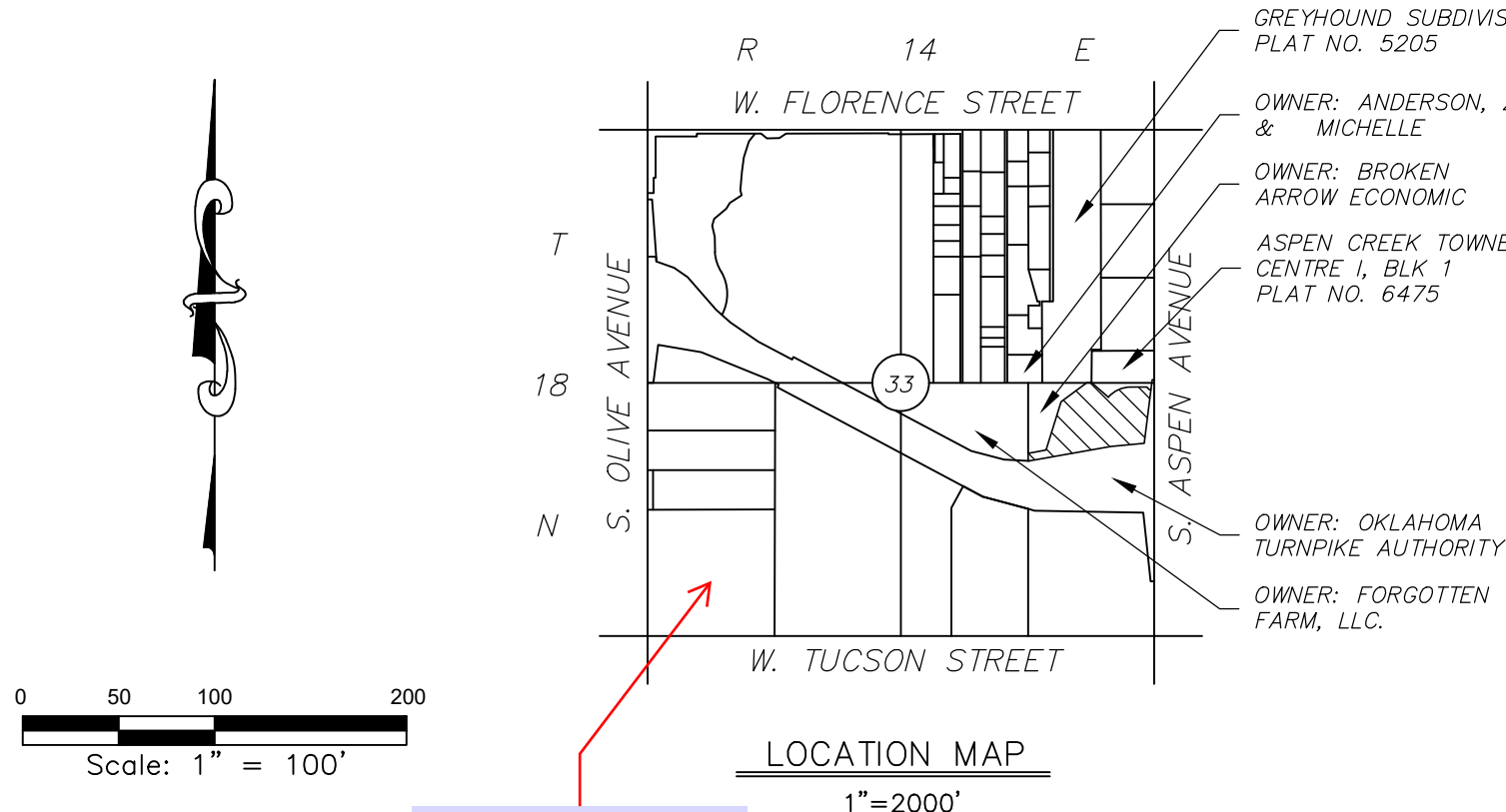
# Peak Broken Arrow Addition

A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

Owner/Developer:  
Ben Paige - Partner  
Peak Development Partners  
14841 Dallas Parkway, Suite 735  
Dallas, TX 75254  
Phone (314) 775-4110  
Email: bpaige@peak-dp.com

Engineer:  
Animas Civil Engineering  
Oklahoma CA# 9445, Exp. 06/30/2026  
1610 Mapleleaf Dr.  
Wylie, TX 75098  
Phone (214) 803-1099  
Email: michael@animascivil.com

Surveyor:  
Bearing Tree Land Surveying  
Oklahoma CA# 4568, Expires 06/30/26  
7100 N. Broadway Extension  
Oklahoma City, Oklahoma 73116  
Phone (405) 605-1081



P01: All need to be identified consider a numbered list

## LEGAL DESCRIPTION:

A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Thirty-three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty-three (33);  
Thence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of 2574.83 feet;  
Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning;  
Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by "Aspen Creek Towne Centre I", Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W a distance of 17.29 feet;  
Thence continuing along said Southerly Right-of-Way, N 46°21'44" W a distance of 35.32 feet;  
Thence continuing along said Southerly Right-of-Way, S 88°34'50" W a distance of 166.32 feet;  
Thence continuing along said Southerly Right-of-Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02", a chord bearing of S 64°12'19" W, and a chord length of 255.89 feet;  
Thence along the Southwesterly boundary of said "Aspen Creek Towne Centre I", N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty-three (33);  
Thence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33), S 88°16'00" W a distance of 48.45 feet;  
Thence S 51°56'46" W a distance of 337.17 feet;  
Thence S 16°07'11" W a distance of 528.32 feet;  
Thence S 78°45'41" W a distance of 178.59 feet;  
Thence N 88°49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33);  
Thence along said West line, S 01°16'42" E a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority;  
Thence continuing along said Right-of-Way, S 88°49'30" E a distance of 13.89 feet;  
Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet;  
Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet;  
Thence continuing along said Right-of-Way, N 05°47'20" E a distance of 564.41 feet to the POINT OF BEGINNING.

(Containing 616,675 square feet, or 14.16 Acres, more or less).

E05  
Only the highlighted bearings on the plan view were reviewed against the Legal Description and were identified that they did not match the items in the legal description. Revise the legal or the plat text to match each other.

Not all discrepancies in the legal were highlighted.

Subdivision contains six (6) lots in one (1) block.

Subdivision contains 14.16 total acres (616,675 sq ft.)

MONUMENTATION:  
1/2" Iron Pins to be set at all lot corners unless otherwise noted.

BASIS OF BEARING:  
The Oklahoma North - State Plane Coordinate, Zone NAD 83 (2011) was used as the Basis of Bearing for this survey

Vertical Datum: NAVD 88

FLOOD HAZARD INFO:  
Firm panel # 40143C0452M

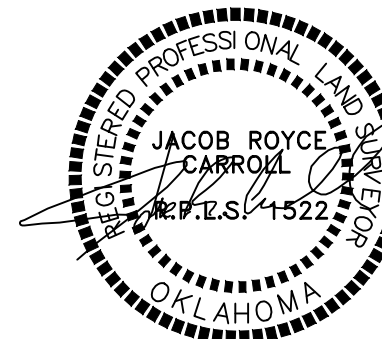
Effective date: 9/12/2024

Subject property is located in ZONE X (Unshaded)

ZONING:  
Subject property is zoned; CH (Commercial Heavy)

ADDRESS DISCLAIMER:  
Addresses shown on this plat are accurate as of time the plat was filed. Addresses are subject to change and should never be relied on in place of the legal description.

APPROVED \_\_\_\_\_ by the City Council of the City of Broken Arrow, Oklahoma.  
Mayor:  
Name of City Clerk:



COBA PROJ. NO. PR-000332-2023

Prepared for:  
Peak Development Partners  
Page 1 of 3  
Date Prepared: January 20, 2024



# Peak Broken Arrow Addition

E08  
Add a section for the dedication of the R/W to the city  
Add a section for the sanitary and water utilities and the city utility easements. For the maintenance of the utilities, any damage caused by a lot owner shall be the lot owners responsibility, no construction within a utility easement may be done without the cities approval...  
Add a section prohibiting the obstruction of overland storm flows across property line.

This section need to be reviewed and revised

Recording Requested by and After Recording Return to:  
Peak Broken Arrow, LLC  
Attn: Ben Paige  
14841Dallas Pkwy, Suite 735  
Dallas, TX 75254

P03: I don't think this is correct.

P04: Update all exhibit and parcel language

## DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

This Declaration of Easements, Covenants, and Restrictions (the "Declaration") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), PEAK BROKEN ARROW, LLC, a Texas limited liability company ("Declarant").

### WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of that certain real property located in Dallas County, Texas, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Declarant intends to develop the Property to consist of multiple lots, one of which is referred to as "Parcel A" on Exhibit A ("Parcel A") one of which is referred to as "Parcel B" on Exhibit A ("Parcel B"), one of which is referred to as "Parcel C" on Exhibit A ("Parcel C"), one of which is referred to as "Parcel D" on Exhibit A ("Parcel D"), one of which is referred to as "Parcel E" on Exhibit A ("Parcel E") (each a "Parcel" and collectively, the "Parcels");

WHEREAS, Declarant desires to provide for reciprocal, perpetual, non-exclusive easements and rights-of-way for the free and uninterrupted use of access for pedestrian and vehicular ingress and egress over, upon, and across that certain driveway located on the Parcels shown as the hatched area labeled "Shared Driveway" on Exhibit B attached hereto and incorporated herein by reference (the "Shared Driveway") and the access ways, sidewalks and walkways, exits and entrances and other common areas as such areas now exist on the Property or are hereafter created on the Property, but excluding any drive-thru lane and drive-thru stacking lanes on the Parcels, and motor fuels facility and the canopy area on Parcel A, if and when such motor fuels facility or the canopy area may be constructed (hereinafter collectively referred to as the "Access Easement Area");

NOW, THEREFORE, Declarant hereby declares, for and on behalf of itself and all subsequent holders of fee title of a Parcel (each, an "Owner") and its respective tenants, members, directors, franchisees, officers, employees, contractors, agents, customers and other invitees (collectively, the "Permittees"), that the Parcels are now held and shall from and after the date hereof be acquired, held, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to the following covenants, conditions, and restrictions, as follows:

- Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
- Access Easements.

(a) Grants of Reciprocal Access Easements. Declarant hereby establishes a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress, to and from each Parcel, appurtenant to such benefitted Parcel, over, upon and across the Access Easement Area (collectively the "Access Rights"). Such Access Rights shall include vehicular and pedestrian access rights in favor of the benefitted Parcel over, upon and across the driveways and access ways, sidewalks and walkways, and exits and entrances as may now or hereinafter exist on each burdened Parcel. Nothing in this Declaration shall grant any parking rights other than those an Owner has on its respective Parcel.

(b) Right to Relocate Driveways, Access Drives and Curb Cuts and Redevelop a Parcel. No Owner shall have the right to redesign or relocate the Shared Driveway or the driveways, access drives and curb cuts located on its respective Parcel following the initial construction and placement thereof (collectively, the "Drives"), without obtaining the prior written consent or approval of the Owner(s) of the remaining Parcels, not to be unreasonably withheld, conditioned, or delayed. Additionally, in no event shall any curb cut between the Parcels be closed by an Owner, including, without limitation, any curb cuts and drives from the Parcels to and from any public right-of-way, without a replacement curb cut being created, and in all events the Access Easement Area shall include access to and over any new or relocated driveways, access drives, and/or curb cuts.

(c) No Obstruction of Access Easement Area. There shall not be any obstructions (except for ordinary maintenance and repair), fences, curbs or landscaping that would in any way impede vehicular or pedestrian traffic between the Parcels over the Drives or the Access Easement Area, it being the intent of the Parties to provide for the free flow of pedestrian and vehicular traffic through the Access Easement Area. Provided, however, that nothing in this paragraph shall prohibit or limit in any way the placement of improvements and/or the redevelopment now or in the future on the Parcels so long as such development does not change the location of or interfere with the Drives and curb cuts and the use of the Drives or Access Easement Area, and provided further that neither a line of cars originating from a drive-thru stacking lane on a Parcel or parked cars within parking areas on a Parcel shall be deemed a violation of this Section 2(c) so long as such activities do not obstruct access over the Drives.

(d) Condemnation. In the event of a condemnation or transfer in lieu of condemnation affecting all or part of the Drives or the Access Easement Area, the Owner of the affected Parcel shall, with all due diligence, repair and restore or cause to be repaired and restored the Drives or the Access Easement Area near thereto as is possible under the circumstances) as soon as reasonably practicable following the date of the condemnation.

(e) Damage or Destruction. In the event of damage or destruction affecting the Drives or the Access Easement Area, the Owner of the affected Parcel shall, with all due diligence, repair and restore or cause to be repaired and restored the portions of the Drives or the Access Easement Area near thereto as is possible under the circumstances) as soon as reasonably practicable following the date of the casualty.

3. Drainage and Detention. Declarant hereby establishes perpetual, non-exclusive easements for and through the Common Area of each Parcel, and to utilize the stormwater quality pond and related facilities (collectively, the "Detention Area") located within that certain parcel more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "Detention Area"). [Declarant to determine whether shared detention facilities will be required and constructed on the Property]

4. Easements Running with the Land. The easements, rights and obligations granted herein shall be deemed to run with the Parcels and shall burden and benefit each Owner of the Parcels, or a portion thereof, and their successors and assigns, and each of their respective Permittees and licensees. The Access Rights are for the use and benefit of each of the Parcels. Notwithstanding the foregoing, each owner of a Parcel, or portion thereof shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Declaration that accrue during the period of time during which such party holds fee simple title to a tract or portion thereof. Upon conveyance of a Parcel or a portion thereof, the party making such conveyance shall be relieved from the obligations, duties, liabilities and responsibilities hereunder arising from and after the date of such conveyance as to such tract, or portion thereof conveyed, and the successor owner shall become obligated hereunder for all matters arising from and after the date of conveyance.

### 5. Development and Maintenance of Parcel.

(a) Any construction activities on a Parcel must be performed in such a manner so as to not adversely interfere with: (i) an Owner or Permittee's parking rights on its respective Parcel; (ii) access to and from a Parcel; or (iii) the normal business operations of an Owner or Permittee at such Owner or Permittee's respective Parcel.

(b) Any damage to another Parcel or any improvements thereon caused by an Owner or Permittee in the performance of construction activities on its respective Parcel shall be promptly repaired by the Owner or Permittee causing such damage.

(c) Except as otherwise provided in this Declaration, each Owner shall be responsible, at its sole cost and expense, for maintaining and repairing its respective Parcel, in good order, condition and repair. Additionally, each Owner shall be responsible for: (a) its own garbage and/or recycling accommodations to keep its Parcel in a clean, safe, and orderly condition; (b) maintaining the Common Area (as defined herein below), any multi-tenant signage, and parking spaces located on its respective Parcel in a manner consistent with a commercial retail regional development; (c) keeping the Common Area on its respective Parcel (including driveways, access/egress, walkways and dumpster areas) well lit starting at least one hour prior to sunset and continuing until at least one hour after sunrise. "Common Area" means all of those areas within the exterior boundaries of its respective parcel except for parking spaces, any location where a building or fuel canopy is constructed (as such location may exist from time to time and in accordance with this Declaration) and loading area and docks.

(d) An Owner may erect a construction fence around the construction sites on its respective Parcel in connection with the performance of construction activities thereon; provided, however, that such construction fence must be placed in such a manner so as to not violate Section 2(d) of this Declaration.

(e) Maintenance of Detention Area. The Detention Area and the Detention Facilities shall be maintained by the Owner of the Detention Area in orderly, safe, and sanitary condition, in such a manner as to facilitate the orderly detention of water by means thereof, and in compliance with all applicable laws, statutes, ordinances, codes, rules and regulations of applicable governmental authorities. The Owners agree the Detention Area and Detention Facilities benefit the entire Property therefore each Owner shall pay to the Owner of the Detention Area its proportionate share based on the square footage of its respective Parcel as it bears to the square footage of the Property (excluding the square footage of the Detention Area) for reasonable costs directly related to and arising from the operating, maintaining, repairing, and insuring the Detention Facilities, within thirty (30) days of receipt of an invoice from the Owner of the Detention Area or from any contractor hired by Owner of the Detention Area to perform maintenance on the Detention Area and Detention Facilities. Any Owner who fails to reimburse the Owner of the Detention Area timely, shall be liable for interest thereon at a per annum rate of twelve percent (12%) from the date incurred until the date paid, and the costs of collection (if any), shall be borne by the delinquent Owner. Notwithstanding the foregoing, the portion of the Detention Facilities service solely the land owned by a particular Owner (e.g., drainage line that serves no purpose other than the drainage of one particular Parcel), the Owner whose land is serviced by such portion shall bear all maintenance costs related to same.

### 6. Damage to Access Easement Area or Drainage Easement Area.

Each Owner shall refrain from causing any damage to the Drives, the Access Easement Area, and any and all other facilities or improvements located on the Property, and shall be responsible for the repair and restoration of such damage. In the event of damage to the Drives, the Access Easement Area, or any and all other facilities or improvements located on the Property, the Owner of the affected Parcel shall, with all due diligence, repair and restore or cause to be repaired and restored the Drives or the Access Easement Area near thereto as is possible under the circumstances) as soon as reasonably practicable following the date of the damage. Notwithstanding the foregoing, each owner of a Parcel, or portion thereof shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Declaration that accrue during the period of time during which such party holds fee simple title to a tract or portion thereof. Upon conveyance of a Parcel or a portion thereof, the party making such conveyance shall be relieved from the obligations, duties, liabilities and responsibilities hereunder arising from and after the date of such conveyance as to such tract, or portion thereof conveyed, and the successor owner shall become obligated hereunder for all matters arising from and after the date of conveyance.

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE 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, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.
- 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.
- THE SUPPLIERS OF ELECTRIC, 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, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS SERVICE FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, OR GAS SERVICE AND THE OWNER AND SUBSEQUENT OWNERS OF THE LOT AGREE TO BE BOUND HEREBY.

of the defaulting Owner if the defaulting Owner fails to use diligent efforts to cure such default; provided, however, in the event of a maintenance emergency (including, but not limited to, any event that materially interferes with the use of the Drives), thirty (30) days prior written notice is not required and the non-defaulting Owner shall have the right to immediately perform and complete such maintenance obligation on behalf of the defaulting Owner. In any such event, the defaulting Owner shall promptly, and in all events within thirty (30) days of receiving invoice therefor, reimburse the Owner performing such work, the reasonable cost thereof.

8. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owners, individually or collectively, shall be entitled to all legal and equitable remedies. Without limitation of that remedy, any Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including full damages (actual and consequential), payment of any amounts due and/or specific performance. This Declaration may also be enforced against any person violating or attempting or threatening to violate any provision of the same which enforcement shall occur by self-help or by legal proceedings for damages, to restrain or enjoin any such violation or to compel specific performance of any obligation hereunder.

### 9. Use Restrictions.

(a) For so long as Parcel \_\_\_\_ is leased or otherwise occupied by McDonald's USA, LLC ("McDonald's"), the Owners of the remaining Parcels covenants and agree not to lease, rent, occupy, or allow to be leased, rented, or occupied, any part of the remaining parcels for a Burger King, Wendy's, Whataburger, Freddy's, Carl's Jr., Five Guys, Culver's, the Habit Burger, Hardees, Checkers, Sonic, In-N-Out Burger and Braum's

(b) For so long as Parcel \_\_\_\_ is leased or otherwise occupied by Tinker Federal Credit Union ("TFCU"), the Owners of Parcel \_\_\_\_, Parcel \_\_\_\_, and Parcel \_\_\_\_ omit McDonald's Parcel] covenants and agree not to lease, rent, occupy, the TFCU Restricted Parcels, or any portion thereof, for a retail banking institution, consumer banking institution, savings and loan association, credit union, stock brokerage company or other financial planning company, and/or operation of exterior and interior ATMs or ITMs and/or drive through ATM or ITM facilities, both directly and through subsidiaries and affiliates, including, without limitation,, banking, mortgage lending, insurance, and securities services, or any other financial institution (including, without limitation, a drive through facility or ATM or ITM) (collectively, the "Credit Union Exclusive") (the Credit Union Exclusive and the McDonald's Exclusive are collectively referred to herein as the "Restricted Uses").

(c) To the extent the Restricted Uses are found by a court of competent jurisdiction to be unreasonable or unenforceable, then such covenants shall be limited only to the extent that such court determines are reasonable and enforceable, McDonald's or TFCU may, at its election, take appropriate action to enforce the Restricted Uses, which may include, without limitation, the right to institute an action, including an action for damages or injunctive relief, against any Owner or such Owner's tenant which is operating in violation of the Restricted Uses.

### 10. Taxes and Assessments.

Each Owner shall be solely responsible for the payment of all taxes and assessments levied against its respective Parcel.

11. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes whatsoever, it being the intention Declarant that this Declaration shall be strictly limited to and for the purposes expressed herein.

12. No Interference. All easements granted herein shall be used in such a manner so as not to unreasonably interfere with business operations on a respective Parcel; provided, however, that any interference with the Drives is hereby deemed unreasonable and is prohibited, except as otherwise set forth herein.

13. Easements Non-Exclusive. The easements granted herein are not exclusive and each Owner shall have the right to enjoy the portion of the easements herein granted and to grant such other easements, rights or privileges to such persons and or entities and for such purposes as the Owner of each Parcel in its discretion may select, so long as such purposes do not unreasonably interfere with the easements described herein.

14. Entire Agreement. This Declaration constitutes the entire agreement and declaration of Declarant relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the then-Owners of all of the Parcels, and only with the prior written consent of 7-Eleven, so long as it, its successors, assigns or assignees is leasing or otherwise occupying Parcel A.

15. Insurance and Indemnification. Each Owner shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Texas. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, each party shall provide a certificate of such insurance coverage to the other. Each Owner shall indemnify and hold the other Owner(s) harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by an Owner in connection with the exercise by such Owner use of the easement rights created herein, except to the extent caused by the negligence or willful act of such Owner or its Permittees. Notwithstanding the foregoing, for so long as Parcel A is subject to a lease agreement with a 7-Eleven Entity, 7-Eleven may be a self-insurer with respect to the activities under this Agreement with such self-insurance covering the same casualties and perils which would be insured against in the insurance policy required above, and such self-insurance shall satisfy the obligations of the Owner of Parcel A under this Section 15.

16. Extent of Liability. Notwithstanding any other provision contained in this Declaration to the contrary, each Owner hereby expressly agrees that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Parcel, as such interest is constituted from time to time. Each Owner agrees that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Parcel, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Parcel, as such interest may be constituted from time to time.

### 17. Ownership.

(a) Warranty of Title. Declarant covenants and warrants that it is the owner in fee simple of the Property and that it has a good and lawful right to convey these easements. Each Declarant and its successors and assigns hereby warrants and shall defend the right and title to the above-described easements unto the other party hereto, its successors and assigns against the lawful claims of all persons claiming by, through or under such Declarant and its successors and assigns.

(b) Subordination of Liens. Each Owner agrees that all mortgages, deeds of trust, deeds to secure debt placed upon each Owner's respective Parcel shall be subordinate and inferior to the easements created by this Declaration, and to the extent that any such mortgages, deeds of trust, deeds to secure debt presently exist, each party shall have all necessary parties execute a mutually agreeable subordination agreement which shall be recorded in conjunction herewith.

18. Duration. The provisions of this Declaration shall run with and bind the land described herein and, except as otherwise provided herein, shall be and remain in effect perpetually to the extent permitted by law.

19. Time of the Essence. Time is of the essence of this Declaration and every term and condition hereof, provided, however, that if the date for the performance of any action or obligation required hereunder occurs on a Saturday, Sunday, or legally recognized federal holiday, the date of performance of such action or obligation shall be the next business day.

20. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

21. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term provision, covenant or agreement to person, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

22. Notices. All notices required under this Declaration shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is received as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. All notices shall be addressed as follows, unless otherwise specified in writing:

Declarant: Peak Broken Arrow, LLC  
Attn: Ben Paige  
14841Dallas Pkwy, Suite 735  
Dallas, TX 75254

23. Miscellaneous. This Declaration shall be governed in accordance with the laws of the State of Oklahoma. The paragraph headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof. No party shall be obligated to take any action to enforce the terms of this Declaration or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder.

24. Attorney's Fees. In the event any Owner shall institute any action or proceeding against another Owner relating to the provisions of this Declaration or any default hereunder, or to collect any amounts owing hereunder, or an arbitration, mediation or other proceeding is commenced by agreement of one or more Owners to any dispute, the non-prevailing party shall reimburse the prevailing party for the reasonable expenses of attorney's fees, expert witness fees and disbursements, including those related to appeals, incurred by the prevailing party.



Peak Broken Arrow Addition

IN WITNESS WHEREOF, Declarant hereby executes this Declaration effective as of the Effective Date.

DECLARANT:

PEAK BROKEN ARROW, LLC

By: VAQUERO VENTURES MANAGEMENT, LLC, General Partner

By: \_\_\_\_\_  
Clinton Anderson, Manager

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Clinton Anderson, Manager of Peak Broken Arrow, LLC, a Texas limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

LIEN HOLDER'S CONSENT AND SUBORDINATION

The undersigned, Texas Bank and Trust Company ("Lien Holder"), is the owner and holder of a Mortgage against the Property described herein above being recorded under instrument No. 202000261712, Property Records of TULSA County, Oklahoma ("Deed of Trust"). The Lien Holder joins in the execution of this Declaration in order to evidence its consent to subordinate its Deed of Trust to this Declaration.

This consent shall not be construed or operate as a release of said Deed of Trust or liens owned and held by the undersigned, or any part thereof, as to the property described in the Deed of Trust.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LIEN HOLDER:

\_\_\_\_\_

By: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ on behalf of said \_\_\_\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires:

\_\_\_\_\_  
Printed/Typed Name

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT Peak Broken Arrow Addition AND Peak Development Partners, HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER", ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

Legal Description:

A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Thirty-Three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty-three (33);  
Thence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of 2574.83 feet;  
Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning;  
Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by 'Aspen Creek Towne Centre I', Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W a distance of 17.29 feet;  
Thence continuing along said Southerly Right-of-Way, N 46°21'44" W a distance of 35.32 feet;  
Thence continuing along said Southerly Right-of-Way, S 88°34'50" W a distance of 166.32 feet;  
Thence continuing along said Southerly Right-of-Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02"; a chord bearing of S 64°12'19" W, and a chord length of 255.88 feet;  
Thence along the Southwesterly boundary of said 'Aspen Creek Towne Centre I', N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty-three (33);  
Thence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33), S 88°36'00" W a distance of 48.45 feet;  
Thence S 51°56'46" W a distance of 337.17 feet;  
Thence S 16°07'11" W a distance of 528.32 feet;  
Thence S 78°45'41" W a distance of 178.59 feet;  
Thence N 88°49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33);  
Thence along said West line, S 01°16'42" E a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority;  
Thence continuing along said Right-of-Way, S 88°49'30" E a distance of 13.89 feet;  
Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet;  
Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet;  
Thence continuing along said Right-of-Way, N 05°47'20" E a distance of 564.41 feet to the POINT OF BEGINNING.

(Containing 616,675 square feet, or 14.16 Acres, more or less).

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOT(s) AND BLOCK(s), IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS Peak Broken Arrow Addition, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.  
THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, 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/DEVELOPER 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 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/DEVELOPER 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

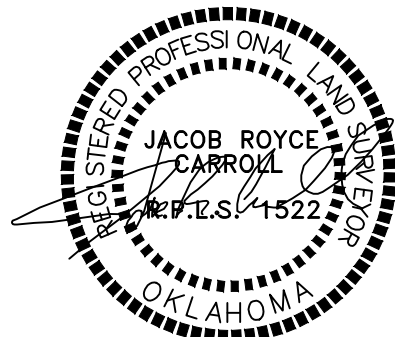
CERTIFICATE OF SURVEY

I, (Jacob R. Carroll), A REGISTERED LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "Peak Broken Arrow 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.  
EXECUTED THIS \_4th\_ DAY OF \_December\_, 2024.

Jacob R. Carroll

LICENSED LAND SURVEYOR  
OKLAHOMA NO. CA# 4568, Expires 06/30/26

STATE OF OKLAHOMA }  
} SS  
COUNTY OF OKLAHOMA }



BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED (Name), TO ME 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 SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: (SEAL)