

Preliminary Plat QuikTrip No. 0033

A RESUBDIVISION OF ALL OF LOT ONE (1), BLOCK ONE (1), AMENDED PLAT OF WAGONER COUNTY LINE PLAZA AND PART OF LOT TWO (2), BLOCK ONE (1), TIGER PLAZA, ADDITIONS TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, AND PART OF THE SW/4 OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE 1 & W, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

OWNERS:

ENGINEERS/SURVEYOR:

ROBERT A. SNYDER, TRUSTEE
OF THE JANE E. HAWKINS
TRUST DATED JANUARY 15, 1986
AN OKLAHOMA CORPORATION
4705 S. 129TH E. AVE.
TULSA, OK 74134
PHONE: (918) 615-7254

TRUSTEE

QUIKTRIP CORPORATION
AN OKLAHOMA CORPORATION
4705 S. 129TH E. AVE.
TULSA, OKLAHOMA 74134
PHONE: (918) 915-7788
CONTACT: CARLY GOODING
EMAIL: GOODING@QUIKTRIP.COM

AAB ENGINEERING, LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE 30, 2018
P.O. BOX 2138
SAND SPRINGS, OKLAHOMA 74063
PHONE: (918) 514-4283
EMAIL: ALAN@AABENGINE.COM
CONTACT: ALAN BETHAN

CONTACT

Deed of Dedication

QUIKTRIP NO. 0033
KNOW ALL BY THESE PRESENTS:
ROBERT A. SNYDER, TRUSTEE OF THE JANE E. HAWKINS TRUST DATED JANUARY 15, 1986 IS THE OWNER OF LOT 1 AS DEPICTED ON THE ATTACHED PLAT AND QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, IS THE OWNER OF LOT 2 AS DEPICTED ON THE ATTACHED PLAT. BOTH PARTIES HERENAFTER REFERRED TO AS "THE OWNERS", SAID PROPERTIES BEING MORE COMPLETELY DESCRIBED AS FOLLOWS: TO-WIT:

C. PAVING AND LANDSCAPING WITHIN EASEMENTS

A TRACT OF LAND THAT IS DEPICTED ON THE ATTACHED PLAT AS LOT ONE (1), BLOCK ONE (1), BLOCK ONE (1), THE OWNER BEING QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, AND LOT TWO (2), BLOCK ONE (1), THE OWNER BEING ROBERT A. SNYDER, TRUSTEE OF THE JANE E. HAWKINS TRUST DATED JANUARY 15, 1986 AND PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT THAT IS THE SOUTHWEST CORNER OF SAID SW/4 OF SECTION 6, THENCE NORTH 01°19'37" WEST ALONG THE WESTERN LINE OF SAID SECTION 6 FOR 398.00 FEET; THENCE NORTH 88°51'54" EAST ALONG THE WESTERN EXTENSION OF A NORTHERLY LINE OF SAID LOT 2, TIGER PLAZA, THE SAME BEING A WESTERLY EXTENSION OF A NORTHERLY LINE OF SAID LOT 2, BLOCK 1, TIGER PLAZA, AND ALONG THE COMMONLY PLATTED LINES, AND AN EASTERLY EXTENSION OF THE FOR 393.00 FEET; THENCE SOUTH 01°19'37" EAST ALONG THE NORTHERLY EXTENSION OF THE FOR 393.00 FEET; THENCE SOUTH 11°19'37" EAST ALONG THE NORTHERLY EXTENSION OF THE FOR 393.00 FEET; THENCE SOUTH 11°19'37" EAST ALONG THE NORTHERLY EXTENSION OF THE FOR 393.00 FEET; THENCE SOUTH 11°19'37" EAST ALONG THE NORTHERLY EXTENSION OF THE FOR 393.00 FEET; THENCE SOUTH 11°19'37" EAST ALONG THE NORTHERLY EXTENSION OF THE FOR 393.00 FEET; THENCE SOUTH 11°19'37" EAST ALONG THE NORTHERLY EXTENSION OF THE FOR 393.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 6, THENCE SOUTH 88°51'54" WEST ALONG SAID SOUTHERLY LINE FOR 393.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE SUBDIVISION CONTAINING 120,294 SQUARE FEET OR 2.768 ACRES, MORE OR LESS. THE OWNERS HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO TWO (2) LOTS, ONE (1) BLOCK, IN CONFORMANCE WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "QUIKTRIP NO. 0033", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, HERENAFTER REFERRED TO AS "QUIKTRIP NO. 0033" OR "THE SUBDIVISION".

SECTION I. PUBLIC STREETS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

1. THE OWNERS HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNERS FURTHER DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "VE/VE OR UTILITY EASEMENT" FOR THE SEWERAGE, SANITARY, WATER AND GAS SERVICES, AND ALL PUBLIC UTILITIES, INCLUDING TELEPHONE, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES, AND ALL OTHER UTILITIES, INCLUDING TELEPHONE, CABLE TELEVISION LINES, TOGETHER WITH ALL OTHER UTILITIES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT THEREON, OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THEREON, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND AROUND ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT. THE OWNERS HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNERS AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND THE SUPPLIER DEPICTED ON THE ATTACHED PLAT. THAT WITHIN THE UTILITY EASEMENTS ABOVE OR BELOW GROUND OBSTRUCTION, INCLUDING BUT NOT LIMITED TO, STRUCTURE OR OTHER OR MAINTENANCE, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FINCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

2. EASEMENTS SHOWN HEREON AS PERMANENTLY CLOSED SHALL BE CLOSED BY AN ORDER ENACTED BY BROKEN ARROW, CITY COUNCIL, SUCH AS THE CITY OF BROKEN ARROW, OKLAHOMA, AND THE OWNER OF THE LOT OCCUPIED BY SUCH EASEMENTS.
B. WATER, SANITARY SEWER, AND STORM SEWERS SERVICE

1. THE OWNERS OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNERS'S LOT.
2. WITHIN UTILITY EASEMENTS, DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE COUNTOURS EXISTING UPON THE COMPLETION OF SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, 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 SYSTEMS, SANITARY SEWER SYSTEMS, AND STORM SEWERS BUT THE OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNERS, OR THE OWNERS'S AGENTS AND/OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, DEPICTED AT ALL ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR, IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPAIRING, OR FOR THE PURPOSE OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. UTILITY SERVICE

1. OPEN-ROAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE, STREET LIGHTS, AND OTHER UTILITIES SHALL BE SERVED BY OPEN-ROAD LINES ON UNDERGROUND CABLE AND ESTABLISHED. TELEPHONE AND CABLE LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDSTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PARTICULAR UPON 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 EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNERS OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNERS'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THESE FACILITIES, BUT THE OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNERS OR THE OWNERS'S AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH THE CITY OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE, AND THE OWNERS OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. GAS SERVICE
1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE OWNERS OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF FACILITIES, BUT THE OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNERS, OR THE OWNERS'S AGENTS OR CONTRACTORS.
3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNERS OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

F. LIMITS OF NO ACCESS
THE OWNERS HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO NORTH 23RD STREET AND EAST KENOSHA STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "L.N.A." ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED, OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THEREON, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. SURFACE DRAINAGE
EACH LOT WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNRESTRICTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OWNERS 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 OWNERS'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNERS AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

H. MUTUAL ACCESS EASEMENT

MUTUAL ACCESS EASEMENTS, DEPICTED AS "M.A.E." OR "MUTUAL ACCESS EASEMENT" ON THE ACCOMPANYING PLAT, ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND LOTS WITHIN THE SUBDIVISION. SUCH EASEMENTS SHALL BE FOR THE MUTUAL CONVENIENCE OF THE LOT OWNERS AND THE CITY OF BROKEN ARROW AND THE OWNERS'S AGENTS, AND INVIETES AND SHALL BE APPURTENANT TO EACH LOT IN THE SUBDIVISION, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF THE UTILITY SERVICES SHALL HAVE THE RESPONSIBLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

I. SIDEWALKS
SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNERS PRIOR TO THE ISSUANCE OF THE OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION. THE OWNERS SHALL CONSTRUCT SIDEWALKS IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.

J. CERTIFICATE OF OCCUPANCY RESTRICTIONS
NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (SEWERS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNERS OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS QUIKTRIP NO. 0033 WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT DESIGNATED AS PLD 228 PURSUANT TO SECTION 2-17, ARTICLE 4 OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, (ORDINANCE NO. 2891) AS AMENDED AND EXISTED ON FEBRUARY 1, 2008 (HERENAFTER REFERRED TO AS "THE BROKEN ARROW ZONING ORDINANCE"), WHICH PLD NO. 228 WAS REFERRED TO THE PLANNING COMMISSION ON JANUARY 12, 2017, AND WAS APPROVED BY THE PLANNING COMMISSION ON FEBRUARY 17, 2017, AND WAS APPROVED BY THE CITY OF BROKEN ARROW ZONING CODE REQUIRED BY PROVISIONS OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUING COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND WHEREAS THE OWNERS DESIRE TO ESTABLISH RESTRICTIONS AND COVENANTS FOR THE ENTIRE UNIT DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE BENEFIT OF THE OWNERS, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA, THEREFORE THE OWNERS DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HERENAFTER SET FORTH:

- A. PERMITTED USES**
ALL USES PERMITTED BY RIGHT WITHIN THE ZONING DISTRICT COMMERCIAL NEIGHBORHOOD
- B. NET DEVELOPMENT AREA**
1.82 ACRES
- C. MINIMUM LOT WIDTH**
88 FEET
- D. MINIMUM BUILDING SETBACKS**
WEST: N. 23RD ST. (BUILDING)
WEST: N. 23RD ST. (CANOPY)
EAST
SOUTH: KENOSHA ST
SIDE YARD: INTERNAL
NORTH
0 FEET

E. LANDSCAPE AND SCREENING STANDARDS

LANDSCAPING AND SCREENING WILL BE PROVIDED ALONG SOUTH 198D EAST AVENUE AND EAST 71ST STREET SOUTH IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE EXCEPT AS HERENAFTER MODIFIED

MINIMUM PERCENTAGE OF INTERNAL LANDSCAPE AREA	8%
MINIMUM WIDTH OF LANDSCAPE EDGE SOUTH	6.5 FEET
WEST	9.5 FEET
MINIMUM # OF SHRUBS WITH EDGE FRONTAGE	15 SHRUBS PER 50 FEET OF FRONTAGE
MINIMUM WIDTH OF LANDSCAPE ISLAND ADJUTING DRIVES	5 FEET

THERE WILL BE NO REQUIREMENT REGARDING PLACEMENT OF A LANDSCAPED AREA WITHIN A PRESERBED DISTANCE OF ALL PARKING SPACES, TREES AND SHRUBS REQUIRED WITHIN THE LANDSCAPE EDGE MAY BE CONTAINED WITHIN THE ROW PROVIDED THEY ARE WITHIN 3 OF THE PROPERTY LINE. A NOTE SHALL BE PLACED ON THE LANDSCAPE AREA PLANNING AND PROPERTY OWNERS), OR THEIR DESIGNEE ASSUMES ALL LIABILITY AND REPLACEMENT RESPONSIBILITIES FOR ANY DAMAGE TO LANDSCAPING WITHIN RIGHTS-OF-WAY. THE FOREGOING IS NOT TO BE CONSTRUED TO LIMIT OR RESTRICT THE RIGHT OF VACATION OF 5' ALONG BOTH ARTERIAL FRONTAGES IS DEPOSED. EXHIBIT B

ALL TRASH ENCLOSURES SHALL BE SCREENED FROM PUBLIC VIEW OF A PERSON STANDING AT GROUND LEVEL, BY A MASONRY WALL A MINIMUM OF 6" IN THICKNESS, ENCLOSE THE DOORS COMPOSED OF A FABRIC WITH A MINIMUM OPACTY OF 95% WILL BE PERMITTED.

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 OWNERS, ITS SUCCESSORS AND ASSIGNS, WITHIN THE BOUNDS OF SECTION I, PUBLIC STREETS AND UTILITIES, ARE SET FORTH CERTAIN CONDITIONS OF SECTION I, PUBLIC STREETS AND UTILITIES, AND WHEREIN OR NOT THEREIN SO STATED, THE COVENANTS SHALL REMAIN IN FULL FORCE AND EFFECT AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ANY JUDICIAL ACTION IS BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED IN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE ENFORCEABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

B. DURATION
THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT FOR 25 YEARS AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS EACH, UNLESS TERMINATED OR AMENDED AS HERENAFTER PROVIDED.
C. AMENDMENT
THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME WHETHER BEFORE OR AFTER THE PERIOD FOR WHICH THE COVENANTS SHALL REMAIN IN FULL FORCE AND EFFECT BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THEREON, AND THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THEREON.

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 OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2017, PERSONALLY APPEARED ERIC ROLSTON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.



ERIC ROLSTON
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1751

NOTARY PUBLIC
COMMISSION NUMBER: 11010552
EXPIRES: 11-20-2019