

FIRE STATION NO. 3

<u>Engineer</u>	<u>Owner</u>	<u>Surveyor</u>
Wallace Engineering Structural Consultants, Inc 200 East Brady Street Tulsa, Oklahoma 74103 918 584 5858	City of Broken Arrow 220 South First Street Broken Arrow, Ok 74012 Phone: 918 259-7000	GEODECA LLC 6028 S. 66th E. Ave. Suite 101 Tulsa, Oklahoma 74145 918 949 4064 rmuzika@geodeca.com
CA # 1460 Exp. June 30th 2019		CA # 5524 Exp. June 30th 2020

Subdivision Contains 1 Lot in 1 Block
Gross Area 132120 Square Feet or 3.0331 Acres
Net Area (Block 1) 107100 Square Feet or 2.4587 Acres

Bearings based on the Oklahoma State Plane
Zone North scaled to ground
combined scale factor 1.00008044003521
scale origin point 3/8" Rebar and Cap
N370592.52, E2630434.03

Corners Monumented with a
#3 Rebar with an Orange Plastic Cap
or a Spike with Steel Washer,
stamped "GEODECA CA5524"
Unless Monument Found

Brass Cap at the East Quarter Corner of
Section N370064.20, E2630573.57
Elevation 629.12 NAVD88

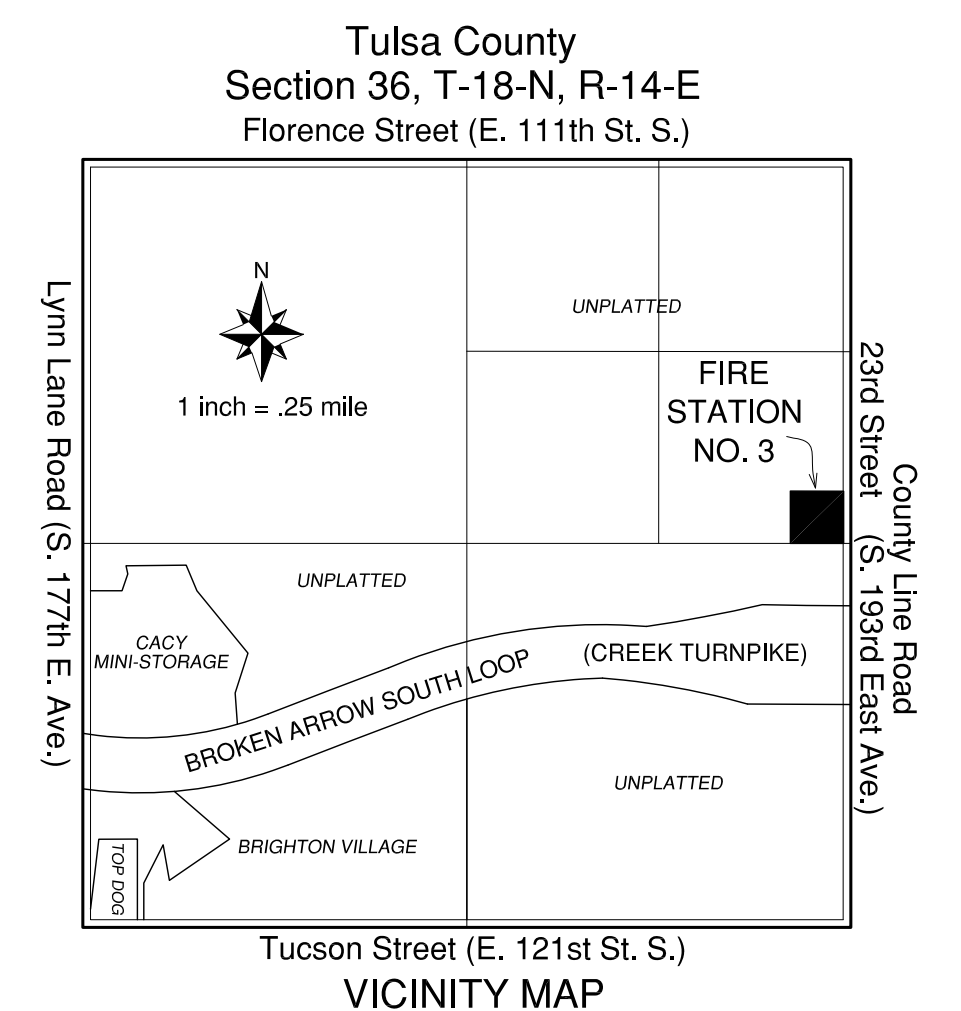
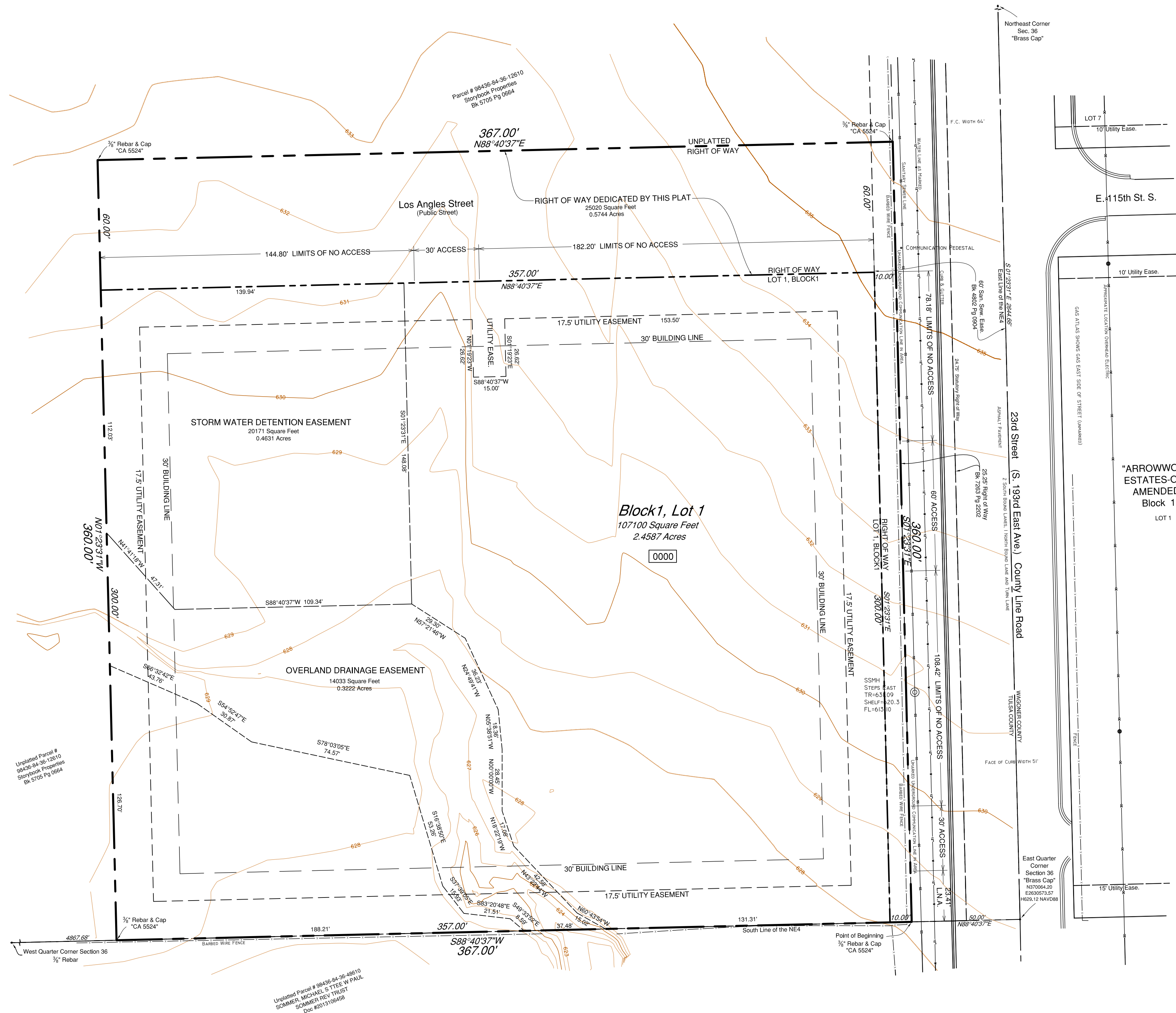
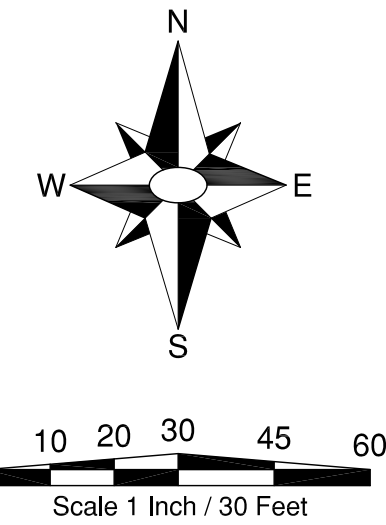
Subdivision within Flood Zone X (unshaded)
FEMA FIRM Map Number 40143C0457M
Effective Date September 30, 2016

Backflow Preventer Valve Required: Yes
Minimum Allowable Finished Floor Elevation = 6xx.xx
Upstream Manhole Flowline Elevation = 6xx.xx
Upstream Manhole Rim Elevation = 6xx.xx

Detention Determination No. DD-00000-00

0000 = Address

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



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

Mayor

Attest: City Clerk

CASE NO. PT00-000X

FIRE STATION NO. 3

PRELIMINARY PLAT DATE PREPARED April 4 2019, 11:30 AM

SHEET 1 of 2

BEFORE
YOU DIG..



CALL OKIE
1-800-522-6543

FIRE STATION NO. 3
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: THAT, THE CITY OF BROKEN ARROW, BEING THE OWNER OF THE SURFACE REAL ESTATE AND PREMISES SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, AND DESCRIBED AS FOLLOWS:

A tract of land that is part of the South Half of the South Half of the Northeast Quarter (S/2 S/2 NE/4) of Section 36, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, being more particularly described as follows, to-wit: BEGINNING on the South line of the NE/4 a distance of 50.00 feet from the East Quarter corner of said Section 36; Thence along the South line of the NE/4 of said Section 36, S 88°40'37" W a distance of 367.00 feet; Thence on a line parallel to the East line of the NE/4 of said Section 36, N 01°23'31" W a distance of 360.00 feet; Thence on a line parallel to the South line of the NE/4 of said Section 36, N 88°40'37" E a distance of 367.00 feet; Thence on a line parallel to the East line of the NE/4 of said Section 36, S 01°23'31" E a distance of 360.00 feet to the POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, IN 1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "FIRE STATION NO. 3" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

CITY OF BROKEN ARROW DOES HEREBY GUARANTEE CLEAR TITLE TO ALL THE LAND THAT IS SO DEDICATED AND THE FOLLOWING DEVELOPMENT STANDARDS AND RESTRICTIONS SHALL APPLY.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS
THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "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 FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED. ERCTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. LIMITS OF NO ACCESS
THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO PUBLIC STREETS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (OR "LNA") ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA.

C. UNDERGROUND SERVICE
1. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER BOUNDARIES OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.
2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
3. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ANY LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT WIDE STRIP MEASURING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
4. EACH SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS CERTIFICATE/DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. EACH SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION COMMUNICATION OR GAS SERVICE IS ALSO RESERVED THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO TRIM, OR TREAT ANY VEGETATION UNDERGROWTH WITHIN SAID EASEMENT.
5. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND UTILITY FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION OR GAS SERVICES.

D. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES
1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS SUBDIVISION.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.
3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT-WAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS CERTIFICATE/DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
6. THE OWNERS OF LOT 2 AND THE OWNERS OF LOT 3 ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF THEIR PRIVATE SANITARY SEWER GRAVITY AND FORCE MAIN LINES AND DUPLEX GRINDER PUMP LIFT STATION THAT SERVE THEIR CORRESPONDING LOT.

E. SURFACE DRAINAGE
EACH LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S) SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. STORM DETENTION FACILITIES
STORM WATER DETENTION EASEMENTS AND OVERLAND DRAINAGE EASEMENTS ESTABLISHED FOR STORM WATER DETENTION FACILITIES AND DRAINAGE. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS.

NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW.

THE ABOVE GROUND AREA OF ANY DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE LOT. IN THE EVENT THE OWNER OF THE LOT FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. PAVING AND LANDSCAPING WITHIN EASEMENT
THE OWNER OF ANY LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES. INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION II. PLANNED UNIT DEVELOPMENT COVENANTS AND RESTRICTIONS

"FIRE STATION NO. 3" WAS PROCESSED AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ("BAPC") AND THE CITY OF BROKEN ARROW, OKLAHOMA AS A "PLANNED UNIT DEVELOPMENT" DESIGNATED PUD NO. 286. PUD NO. 286 WAS AFFIRMATIVELY RECOMMENDED BY THE BAPC ON FEBRUARY 14, 2019 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON MARCH 5, 2019. IN ACCORDANCE WITH THE PERTINENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRING THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE PLANNED UNIT DEVELOPMENT AS APPROVED BY THE CITY OF BROKEN ARROW, AND IN ORDER TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS (AND ITS SUCCESSORS AND ASSIGNS) AND THE CITY OF BROKEN ARROW, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ITS SUCCESSORS AND ASSIGNS AS THE OWNER(S) OF LOTS IN THE SUBDIVISION, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL DEVELOPMENT CONDITIONS
THE DEVELOPMENT AND USE SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS THEY EXISTED ON JUNE 13, 2014. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY BUILDING UNTIL A PLANNED UNIT DEVELOPMENT DETAIL SITE PLAN HAS BEEN SUBMITTED AND APPROVED AS BEING IN COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT STANDARDS.

FOR THE PURPOSE OF MAINTAINING THE RESERVE AREA, FENCES AND COMMON AREAS WITHIN THE SUBDIVISION THE OWNERS WILL FORM A BINDING AGREEMENT OR ASSOCIATION. MAINTENANCE AND CARE WILL BE AN EXPENSE PROPORTIONATELY SHARED BY EACH LOT OWNER.

Development Area "A" shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the CG District, except as follows:

PERMITTED USES: Those permitted by right in the CG zoning district

MINIMUM LOT AREA: 130,680 square feet

MINIMUM LOT FRONTAGE: 200 feet

MAXIMUM BUILDING HEIGHT: 35 feet

MINIMUM BUILDING SETBACKS:
Front: 30 feet
Rear: 30 feet
Side abutting property in non-residential district: 30 feet
Side or rear abutting property in residential or A-1 district: 30 feet

MINIMUM LANDSCAPED AREA:
Shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the CG District.

SCREENING I BUFFERING:
Shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the CG District.

LIGHTING:
Shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the CG District.

OFF-STREET PARKING:
Shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the CG District.

SIGNAGE:
Shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the CG District.

SOLID WASTE DISPOSAL:
Shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the CG District.

OTHER BULK AND AREA REQUIREMENTS:
Shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the CG District.

ALL OTHER REQUIREMENTS:
Shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the CG District.

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, AND ITS SUCCESSORS AND ASSIGNS, AS THE OWNER(S) OF THE LOTS IN FIRE STATION NO. 3. WITHIN THE PROVISIONS SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAIN THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I AND II, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE CITY OF BROKEN ARROW. OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IF THE OWNER OR ITS SUCCESSORS OR ASSIGNS OR ANY OWNER OF ANY LOT WITHIN THE SUBDIVISION SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW OR ANY OWNER OF A LOT TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE CITY OF BROKEN ARROW, 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 COST AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION
THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS CERTIFICATE/DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT
THE COVENANTS CONTAINED HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF ALL LOTS WITHIN FIRE STATION NO. 3 AND BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR(S), WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND DULY FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OR RECORDER OF DEEDS OF TULSA COUNTY, OKLAHOMA.

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.

PRELIMINARY PLAT

PUD - 286

FIRE STATION NO. 3

An Addition to the City of Broken Arrow
Being a part of the South Half of the South Half of the
Northeast Quarter, (S/2 S/2 NE/4) of Section Thirty-six (36),
Township 18 North, Range 14 East of the Indian Base and Meridian
Tulsa County, State of Oklahoma

IN WITNESS WHEREOF, CITY OF BROKEN ARROW

HAS EXECUTED THIS INSTRUMENT ON

THIS ____ DAY OF _____, 2019.

CITY OF BROKEN ARROW

BY: _____
CITY MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON

THIS ____ DAY OF _____, 2019.

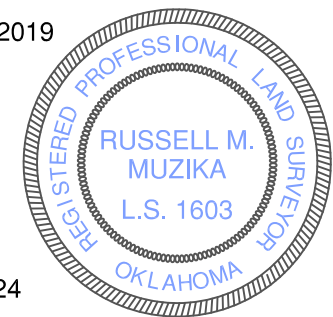
BY, _____

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, RUSSELL M. MUZIKA, OF GEODECA, LLC., A LICENSED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "FIRE STATION NO. 3", AN ADDITION TO 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 ____ DAY OF _____, 2019



RUSSELL M. MUZIKA
PROFESSIONAL LAND SURVEYOR, OKLAHOMA #1603
GEODECA LLC, CERTIFICATE OF AUTHORIZATION #5524
RENEWAL JUNE 30TH 2020

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON

THIS ____ DAY OF _____, 2019.

BY RUSSELL M. MUZIKA OF
GEODECA LLC, AN OKLAHOMA CORPORATION.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

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

Mayor _____
Attest: City Clerk _____