

Preliminary Plat  
Planned Unit Development 289

# Harvest Center

A subdivision in the City of Broken Arrow, being a part of the  
W/2 of the NE/4 of Section 8, Township 18 North, Range 15 East  
of the Indian Meridian, Tulsa County, State of Oklahoma

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

an Oklahoma corporation  
9820 East 41st Street, Suite 102  
Tulsa, Oklahoma 74146  
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531  
RENEWAL DATE: JUNE 30, 2019

OWNER / DEVELOPER

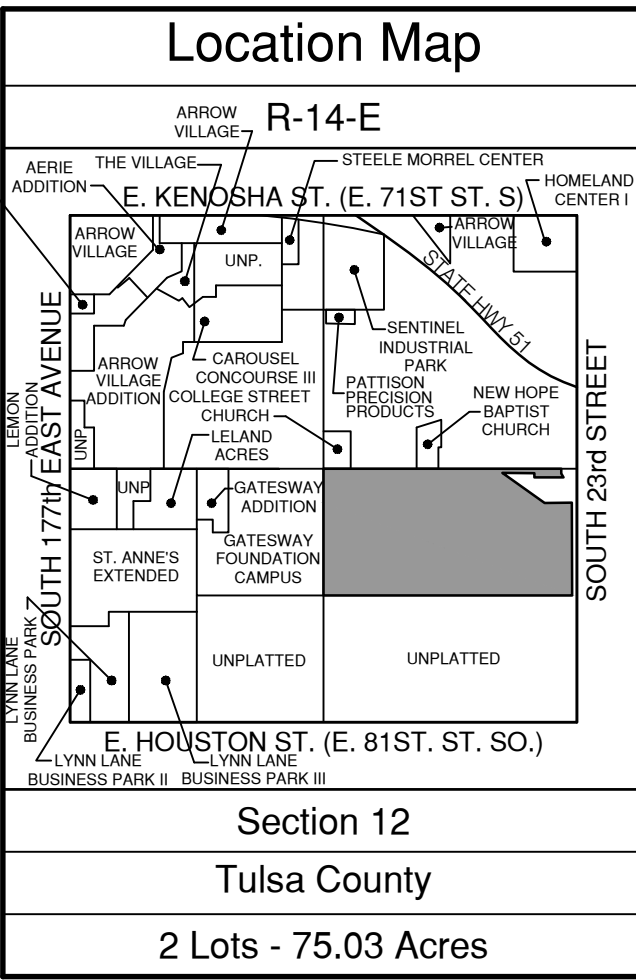
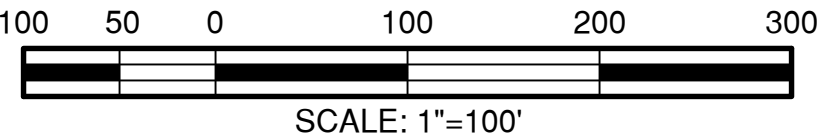
Harvest Property Investments, L.L.C.

an Oklahoma Limited Liability Company

and

Margaret Scraper Trust

2727 East 21st Street, Suite 200  
Tulsa, OK 74114-3533  
918.747.8900



## Legend

	= ROW Dedicated by this Plat	Bk. = Book
PLC	= Plat Cabinet	Pg. = Page

## Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all lot corners after completion of improvements, unless noted otherwise.

## Basis of Bearings

The Non-Astronomic Bearings for Said Tract Are Based on an Assumed Bearing of N00°00'54"W Along the East Line of "Gateway Foundation Campus", Subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, According to Official Recorded Plat Thereof, Plat No. 6406, as Filed in the Records of the Tulsa County Clerk.

## Benchmark

A 5/8" Steel Pin Found at the Northwest Corner of the Southeast Quarter of Section 12, T-18-N, R-14-E, Tulsa County, State of Oklahoma

Elevation = 752.14 NAVD88

## Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-021219-06. Stormwater detention for this plat will be provided on the site.

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

Mayor

Attest: City Clerk

Harvest Center

Sheet 1 of 2

Date of Preparation: April 15, 2019

DEED OF DEDICATION  
AND  
RESTRICTIVE COVENANTS  
FOR  
HARVEST CENTER

KNOW ALL MEN BY THESE PRESENTS:

THAT Harvest Property Investments, L.L.C., an Oklahoma limited liability company, and the Margaret Scraper Trust, hereinafter referred to as the "Owner/Developer" is the owner of the following described real estate situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, to wit:

A tract of land located in the N/2 of the SE/4 of Section 12, T-18-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Beginning at a 5/8" steel pin found at the northwest corner of the north half of the southeast quarter (N/2 SE/4) of Section 12, T-18-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof;

Thence N89°59'22"E a distance of 2474.33 feet along the north line of said (N/2 SE/4) to the northwest corner of the tract described in the "Report of Commissioners" recorded in Book 3857, Page 106 in the records of the Tulsa County Clerk's office;

Thence S00°00'38"E and perpendicular to north line of said (N/2 SE/4) a distance of 50.00 feet;

Thence S29°51'23"E a distance of 46.17 feet to the northeast corner of the tract described in the "General Warranty Deed" and recorded as Document No. 2017042770 in the records of the Tulsa County Clerk's office;

Thence S89°59'22"W and parallel with the north line of said (N/2 SE/4) a distance of 302.79 feet;

Thence N00°07'59"W a distance of 42.27 feet;

Thence N89°32'51"W a distance of 333.11 feet;

Thence S54°44'34"E a distance of 537.77 feet;

Thence N89°52'01"E a distance of 284.72 feet to a point on the west line of the tract described in the "General Warranty Deed" and recorded as Document No. 2017042771 in the records of the Tulsa County Clerk's office, said point being 60 feet west of the east line of said (N/2 SE/4) as measured perpendicularly;

Thence S00°07'52"E and parallel with the east line of said (N/2 SE/4) a distance of 966.33 feet to the south line of said (N/2 SE/4);

Thence S89°59'43"W along the south line of said (N/2 SE/4) a distance of 2587.05 feet to a 3/8" steel pin found at the southwest corner of said (N/2 SE/4), said point also being the southeast corner of "Gateway Foundation Campus", subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6406, as filed in the records of the Tulsa County Clerk.

Thence N00°00'54"W along the east line of said "Gateway Foundation Campus" a distance of 1321.05 feet to the "Point of Beginning".

Said tract contains 3,268,328 square feet or 75.0305 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N00°00'54"W along the east line of "Gateway Foundation Campus", subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to official recorded plat thereof, Plat No. 6406, as filed in the records of the Tulsa County Clerk.

Owner/Developer has caused the above described lands to be surveyed, staked, platted and subdivided into two (2) lots and one (1) block in conformity with the accompanying plat, and has designated the subdivision as "HARVEST CENTER", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat, and does further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", 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 the public street and 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 the Owner/Developer 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 or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located in the subdivision as necessary if located in utility easements. 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. The owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot; provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on their lot.

1.3.2 Within the depicted utility easement area, 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 apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, their agents or contractors.

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. The lot owner shall not 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. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

1.6 Paving and Landscaping Within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.7 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East College Street and North 23<sup>rd</sup> Streets within the bounds designated as "Limits of No Access" (L.N.A.) on the 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 pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, Oklahoma.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "HARVEST CENTER" was submitted as a planned unit development (entitled PUD No. 289) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2831) as amended and existing on April 1, 2019 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 259 was approved by the Broken Arrow

Planning Commission on April 25, 2019 and approved by the City of Broken Arrow City Council, on May 07, 2019; and

WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require 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 approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

The development of "HARVEST CENTER" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on May XX, 2019, or as may be subsequently amended.

2.1 Development Standards - Lot 1/Block 1

2.1.1 Permitted Uses: Office, Office Business and Professional, Research Laboratory, General Industrial Service, Assembly, Light, Manufacturing, Light, Office Warehouse, Storage Yard, Warehouse and Wholesale Establishment are permitted as a matter of right, together with uses customary accessory to the submitted uses.

2.1.2 Minimum Lot Frontage: 150 Ft.

2.1.3 Minimum Building Setbacks:

From the north boundary 30 Ft.  
From the east boundary 25 Ft.  
From the south boundary 30 Ft.  
From the west boundary 30 Ft.

Internal side lot setback 0 Ft.\*

\* Or as otherwise established by plat or lot split.

2.1.4 Maximum Building Height: 50 Ft.\*

\* Architectural elements may exceed the maximum building height with City of Broken Arrow approval.

2.1.5 Off-Street Parking:

As required by the Broken Arrow Zoning Code; unless otherwise modified by the City of Broken Arrow or the Broken Arrow Board of Adjustment.

2.2 Development Standards - Lot 2/Block 1

2.2.1 Permitted Uses: Office, Office Business and Professional, Research Laboratory, General Industrial Service, Assembly, Light, Manufacturing, Light, Office Warehouse, Storage Yard, Warehouse and Wholesale Establishment are permitted as a matter of right, together with uses customary accessory to the submitted uses.

2.2.2 Minimum Lot Frontage: 150 Ft.

2.2.3 Minimum Building Setbacks:

From the north boundary 30 Ft.  
From the east boundary 25 Ft.  
From the south boundary 30 Ft.  
From the west boundary 30 Ft.

Internal side lot setback 0 Ft.\*

\* Or as otherwise established by plat or lot split.

2.2.4 Maximum Building Height: 50 Ft.\*

\* Architectural elements may exceed the maximum building height with City of Broken Arrow approval.

2.2.5 Off-Street Parking:

As required by the Broken Arrow Zoning Code; unless otherwise modified by the City of Broken Arrow or the Broken Arrow Board of Adjustment.

2.3 All Development Areas

2.3.1 Landscaping, Trees, Screening and Fencing:

East College Street:

Landscaping shall be provided in accordance with Section 5.2 of the Zoning Ordinance, except that the landscaped edge along East College Street shall be at least twenty (20) feet in width. Within such landscaped edge, at least one (1) tree will be installed and maintained for twenty five (25) feet of street frontage in the twenty (20) foot wide green space corridor along the frontage of East College Street. Additionally, a sidewalk will be constructed along East College Street. The landscaping along East College Street will include a berm at least forty two (42) inches tall above the surface of the adjacent parking lot along the entire length parking lot adjacent to East College Street. This will buffer the residential area to the north from the parking and other activities within the Project. All trees installed within the landscaped edge shall be medium to large trees as identified in the approved tree list of the Zoning Ordinance and shall be permanently maintained. At least twenty-five (25) percent of each lot shall be landscaped open space.

2.4 Service, Storage and Off-Street Loading Areas

Service, storage and off street loading areas shall be screened as required by the Zoning Ordinance and no service, storage or off street loading areas shall be located closer than two hundred (200) feet from the northerly boundary or two hundred (200) feet from the easterly boundary of the Project.

2.5 Transportation and Access

Each Development Area will be allowed two access points onto East College Street and Development Area "B" will be allowed two access points onto South 23rd Street.

2.6 Exterior Lighting

Exterior lighting shall be in conformance with Section 5.6 of the Zoning Ordinance, except that all exterior lighting in the parking and vehicular drive areas shall be shielded and the light poles shall be limited to twenty (20) feet in height from grade. The twenty (20) foot landscaped buffer along the northerly boundary shall reduce light spillage at the northerly boundary of the Project. A photometric study and plan shall be submitted to the City that shows the foot candles of lighting at the northerly boundary is in compliance with the Zoning Ordinance.

2.7 Signs

2.7.1 Ground Signs: Ground signs will be permitted as follows:

2.7.1.a One (1) monument sign with a maximum of ten (10) feet in height will be allowed for each lot within the Project along East College Street.

2.7.1.b One (1) monument sign with a maximum of ten (10) feet in height will be allowed for each lot within the Project along East 23rd Street.

2.7.1.c One (1) integrated development sign for the Project shall be permitted along East 23rd Street, which sign shall not exceed thirty (30) feet in height, nor three hundred (300) square feet of surface display area.

2.7.1.d All monument signs shall have a base constructed of materials that complement the building(s) on the lot and shall be set in a landscaped bed and maximum display surface area shall be as permitted by the Zoning Ordinance.

2.7.2 Wall Signs: Wall signs shall be limited one (1) square foot of surface display area per linear foot of wall on which such wall sign is attached.

2.8 Building Facades

All building facades shall meet the masonry requirements of Section 5.8.H of the Zoning Ordinance.

SECTION III: PROPERTY OWNERS' ASSOCIATION

3.1 Formation

The Owner/Developer has formed or shall cause to be formed in accordance with the statutes of the State of Oklahoma the "HARVEST CENTER PROPERTY OWNERS' ASSOCIATION, INC.", a nonprofit corporate entity (herein referred to as the "Association").

3.2 Membership

Every person or entity who is a record owner of the fee interest of a lot within "HARVEST CENTER" shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

3.3 Covenant for Assessments

The owner and each subsequent owner of a lot, by acceptance of a deed thereto, are deemed to covenant and agree to pay the Association an annual assessment which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest. Said assessments will be established by the Board of Directors in accordance with the declaration and the bylaws of the Association. An unpaid assessment shall be a lien against the lot which it is made. The lien, however, shall be subordinate to the lien of any first mortgage.

3.4 Enforcement Rights of the Association

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this Deed of Dedication, and shall have the right to enforce all the covenants to the same extent as a lot owner.

SECTION IV.  
ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

4.1 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. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the City of Broken Arrow Zoning Code and shall inure to the benefit of the City of Broken Arrow, Oklahoma, and the owners of the land within "HARVEST CENTER". If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Broken Arrow, Oklahoma, or any owner of a part of the land within "HARVEST CENTER" 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 an owner of a part of the land within "HARVEST CENTER" 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 attorneys fees and costs and expenses incurred in such action.

4.2 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 hereinafter provided.

4.3 Amendment

The covenants contained within Section I. Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors and the City of Broken Arrow, Oklahoma. The covenants contained within Section II. Planned Unit Development Restrictions, 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 Broken Arrow Planning Commission, or its successors. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.

4.4 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: Lou Reynolds, owners representative, has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Lou Reynolds  
Eller & Detrich, P.C.  
\_\_\_\_\_  
Owners Representative

State of Oklahoma )  
County of Tulsa ) ss

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_

Notary Public  
My commission No. is \_\_\_\_\_  
My commission expires \_\_\_\_\_

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, 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 "HARVEST CENTER", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Bobby D. Long  
Registered Professional Land Surveyor  
Oklahoma No. 1886



State of Oklahoma )  
County of Tulsa ) s.s.

The foregoing Certificate of Survey was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Bobby D. Long.

Jack Taber, Notary Public  
My commission No. is 12005192  
My commission expires May 31, 2020

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

HARVEST CENTER

Date of Preparation: April 15, 2019 Sheet 2 of 2