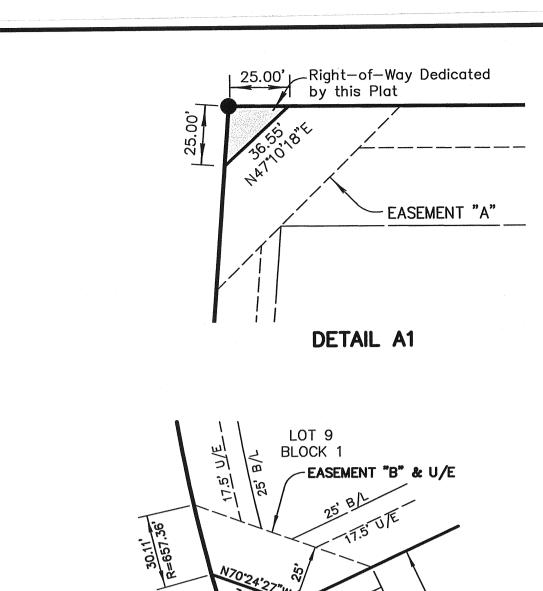
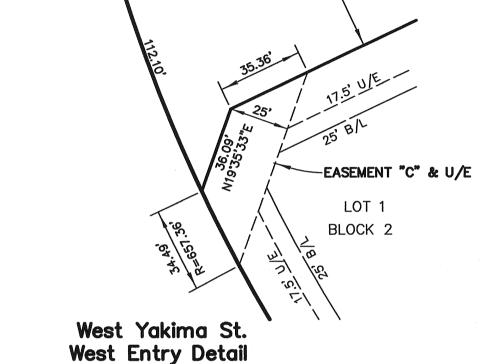
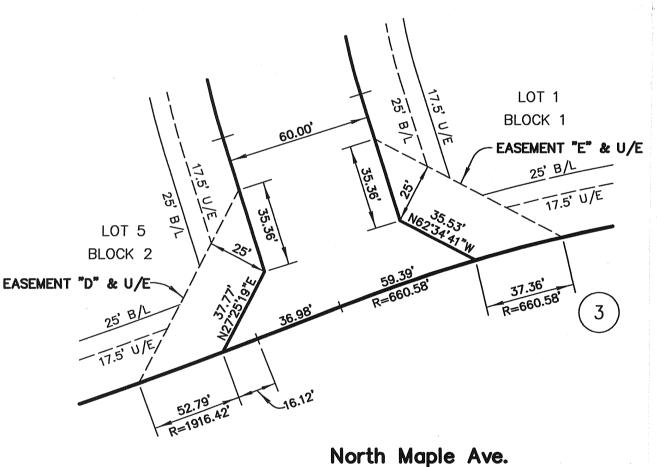
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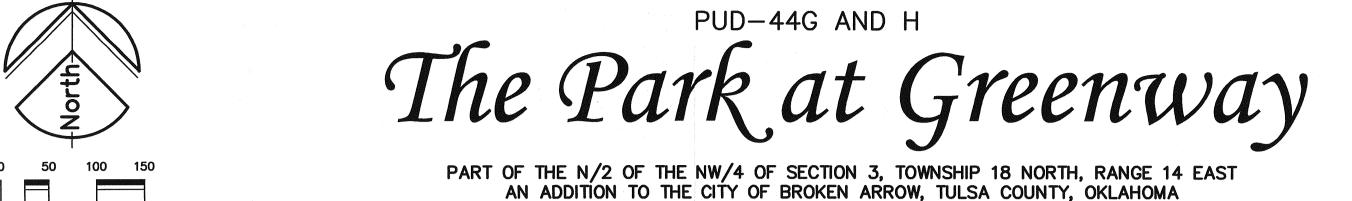


South Entry Detail

Curve Information			
CURVE NO.	LENGTH(L)	RADIUS(R)	DELTA(Δ)
1	108.92'	280.00'	22"17'21"
2	85.58'	220.00'	22"17'21"
2 3	309.26'	230.00'	77°02'25"
4	228.58'	170.00'	77'02'25"
5	138.98'	195.00'	40°50'09"
6	181.74'	255.00'	40°50'09"
7	250.75'	385.00'	37"19'00"
8	289.83'	445.00'	3719'00"
9	189.87'	275.00'	39°33'33"
10	231.30'	335.00'	39 <b>°</b> 33'33"

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED BY THE ONSITE DETENTION FACILITY AS SHOWN IN THE "NO EXCEPTIONS TAKEN" ENGINEERING PLANS IN ACCORDANCE WITH FEE IN-LIEU OF DETENTION DETERMINATION # DD-110105-77.



**OWNER:** 

Midwesco Industries, Inc 2119 South Union Avenue Tulsa, Oklahoma 74107 Phone: (918) 858-4200

MUTUAL ACCESS

FOR LOTS 7&8

-17.5' UTILITY EASEMENT DEDICATED FROM

(PLAT 4796)

PLAT No. 4796 GREENWAY BUSINESS PARK III

Greenway Business Park

EXISTING 17.5'U/E

Scale: 1"=100'

P.O.B. = POINT OF BEGINNING

ACC = ACCESS PERMITTED

BK, PG = BOOK, PAGE

LNA = LIMITS OF NO ACCESS MAE = MUTUAL ACCESS EASEMENT

ODE = OVERLAND DRAINAGE EASEMENT

RES. = RESERVE

RWE = RESTRICTED WATERLINE EASEMENT R/W = RIGHT-OF-WAY

U/E = UTILITY EASEMENT U/E = UTILITY EASEMENT

O = FOUND CORNER

● = SET 3/8" IRON PIN WITH YELLOW CAP 1700 = STREET ADDRESS

ESMT = EASEMENT

B/L = BUILDING LINE

SURVEYOR/ENGINEER: Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435 OK CA No. 2661, EXPIRES 6/30/2009 5323 South Lewis Avenue Tulsa, Oklahoma 74105 Phone: (918)745-9929

Greenway Business Park II

(PLAT 4878)

STATE OF OKLAHOMA 3 SS

I, Earlene Wilson, Tuisa County Clerk, in and

for the County and State above named, do

hereby certify that the foregoing is a true and

correct copy of a like instrument now on lite

EARLENE WILSON, Tulsa County Clark

COUNTY OF TULSA

in my office.



R 14 E

Location Map

SCALE: 1"=2000'

SUBDIVISION CONTAINS SEVENTEEN(17) LOTS IN TWO(2) BLOCKS AND ONE (1) RESERVE GROSS SUBDIVISION AREA: 24.573 ACRES

LEWIS H MILLER TRUST (UNPLATTED) (BOOK 5880 PAGÉ 802)

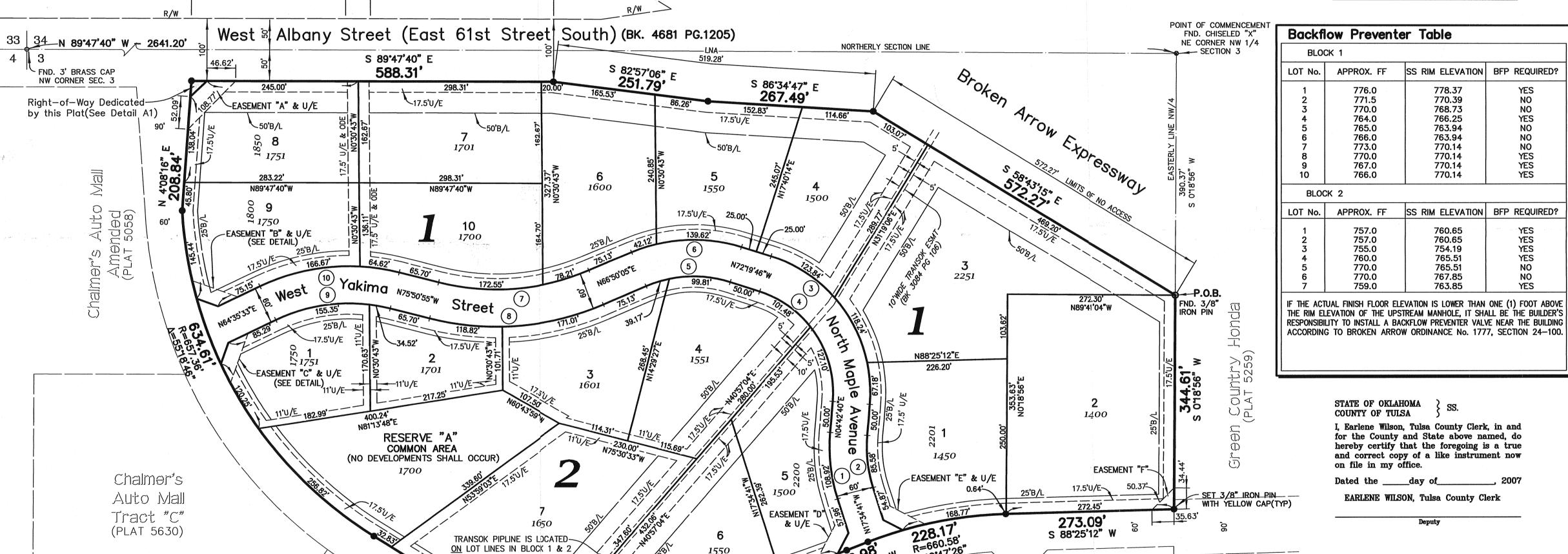
6152

PLAT No.

Benchmark +
THREE INCH (3") ALUMINUM CAP SET IN CONCRETE POST STAMPED "BA-38" ON THE NORTH SIDE OF EAST 61ST STREET SOUTH AT THE EAST END OF THE BROKEN ARROW EXPRESSWAY OVERPASS ELEVATION= 777.39 (NAVD '88) (TAKEN FROM CITY OF TULSA BENCHMARK DATA)

Basis of Bearings
THE BASIS OF BEARINGS FOR THE PROPERTY DEPICTED HEREON IS THE NORTHERLY LINE OF GREENWAY BUSINESS PARK II AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4878)

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



Expressway

SS RIM ELEVATION BFP REQUIRED? APPROX. FF YES 771.5 770.39 770.0 768.73 YES NO 766.25 763.94 766.0 763.94 773.0 770.14 770.14 770.0 YES YES YES 770.14 770.14 BLOCK 2 RIM ELEVATION BFP REQUIRED? APPROX. FF 757.0 760.65 YES YES 755.0 754.19 760.0 770.0 767.85 763.85 IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDER'S

> STATE OF OKLAHOMA COUNTY OF TULSA

I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

EARLENE WILSON, Tulsa County Clerk

**CERTIFICATE** I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$\_13,064.00 per trust receipt no. 9194 to be applied to 20 07 taxes. This certificate is NOT to be construed as payment of 20\_\_\_\_07taxes in full but is given in order that this plat

may be filed on record. 20 07 taxes my exceed the amount of the security deposit. Dated \_\_\_\_04-Oct-07:

APPROVED 5-2-07 by the City Council of the City of Broken Arrow, - Wale Me Calce Jr & ory Heinricha Attest: City Clerk Ostry

> CASE NO. (PT05-124) DEVELOPMENT NO. (DN05-198) The Park at Greenway SHEET 1 OF 2

# The Park at Greenway

PART OF THE N/2 OF THE NW/4 OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 14 EAST AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

#### DEED OF DEDICATION & RESTRICTIVE COVENANTS FOR THE PARK AT GREENWAY

#### KNOW ALL MEN BY THESE PRESENTS:

MIDWESCO INDUSTRIES, INC., AN OKLAHOMA CORPORATION (HEREINAFTER THE "OWNER/DEVELOPER"), IS THE OWNER OF THE FOLLOWING-DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA,

#### LEGAL DESCRIPTION:

A TRACT OF LAND THAT IS PART OF THE NORTH HALF OF THE NORTHWEST QUARTER (N/2 NW/4) OF SECTION THREE (3), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT

COMMENCING AT THE NORTHEAST CORNER OF SAID NE 1/4 NW 1/4; THENCE SOUTH 0°18'56" WEST ALONG THE EASTERLY LINE OF THE NE 1/4 NW 1/4, FOR A DISTANCE OF 390.37 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 0°18'56" WEST ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 344.61 FEET TO A POINT ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF VANCOUVER STREET (SOUTHWEST EXPRESSWAY DRIVE); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF VANCOUVER STREET (SOUTHWEST EXPRESSWAY DRIVE), FOR THE FOLLOWING NINE (9) COURSES: SOUTH 88°25'12" WEST FOR A DISTANCE OF 273.09 FEET TO A POINT OF CURVATURE; THENCE ALONG A 660.58 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°4726", FOR AN ARC DISTANCE OF 228.17 FEET TO A POINT OF TANGENCY; THENCE SOUTH 68°37'46" WEST FOR A DISTANCE OF 36.98 FEET TO A POINT OF CURVATURE; THENCE ALONG A 1,916.42 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 5°52'55", FOR AN ARC DISTANCE OF 196.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 74°30'41" WEST FOR A DISTANCE OF 150.64 FEET TO A POINT OF CURVATURE; THENCE ALONG A 381.39 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 47°15'43", FOR AN ARC DISTANCE OF 314.60 FEET; THENCE NORTH 58°13'32" WEST FOR A DISTANCE OF 156.16 FEET TO A POINT OF CURVATURE; THENCE ALONG A 657.36 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 55°18'46", FOR AN ARC DISTANCE OF 634.61 FEET; THENCE NORTH 4°08'16" EAST FOR A DISTANCE OF 208.84 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF ALBANY STREET (EAST 61ST STREET SOUTH); THENCE SOUTH 89°47'40" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 588.31 FEET TO A POINT ON THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF THE BROKEN ARROW EXPRESSWAY (HIGHWAY 51); THENCE SOUTH 82°57'06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 251.79 FEET TO A POINT; THENCE SOUTH 86°34'47" EAST AND CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 267.49 FEET TO A POINT; THENCE SOUTH 58°43'15" EAST AND CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 572.27 FEET TO THE POINT OF BEGINNING:

## SAID TRACT CONTAINING 1,070,403 SQUARE FEET OR 24.57 ACRES.

AND HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO SEVENTEEN (17) LOTS AND TWO (2) BLOCKS AND A STREET IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "THE PARK AT GREENWAY" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "THE PARK AT GREENWAY").

## SECTION 1. STREETS, EASEMENTS AND UTILITIES

## A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS.

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE, THE STREET AS DEPICTED ON THE PLAT, AND DOES FURTHER DEDICATE FOR THE PUBLIC USE THE GENERAL UTILITY EASEMENTS AS DEPICTED ON THE 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, FIBER OPTIC CABLES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED, HOWEVER, THAT THE OWNER/DEVELOPER, OR ITS SUCCESSOR OR ASSIGNEE, HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER/DEVELOPER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS, PARKING AREAS, STREETS, DRIVEWAYS, LANDSCAPING, SCREENING FENCES AND

# B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE.

1. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT\_WAYS RESERVED FOR GENERAL UTILITY SERVICES AND PUBLIC STREETS, AS DEPICTED ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT\_WAYS.

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

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

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

5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION B SHALL BE ENFORCEABLE BY THE SUPPLIER OF SERVICE, THE DEVELOPER OR THE PROPERTY OWNER'S ASSOCIATION FOR THE SUBDIVISION (THE "ASSOCIATION") AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

## C. WATER AND SEWER SERVICE.

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

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

3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER 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 OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT\_WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.

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

## D. GAS SERVICE.

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE, THE DEVELOPER OR THE ASSOCIATION AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

#### E. SURFACE DRAINAGE.

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

## F. 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.

#### G. RIGHTS OF INGRESS AND EGRESS.

THE OWNER HEREBY RELINQUISHES RIGHTS OF INGRESS AND EGRESS TO AND FROM THE ABOVE-DESCRIBED PROPERTY TO AND FROM EAST ALBANY STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "L.N.A." ON THE PLAT, EXCEPT AS MAY HEREINAFTER BE RELEASED, ALTERED OR AMENDED BY THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, OR AS IS OTHERWISE PROVIDED BY THE STATUTES OR LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

#### H. RESERVE AREA AND EASEMENTS AREAS.

A. RESERVE A. RESERVE A AS DEPICTED ON THE PLAT IS A COMMON AREA FOR AN OVERLAND DRAINAGE AND A STORM WATER DETENTION FACILITY FOR THE PURPOSE OF PERMITTING AND REGULATING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.

RETENTION AND DRAINAGE FACILITIES AND OTHER IMPROVEMENTS CONSTRUCTED FOR STORM WATER MANAGEMENT PURPOSES IN RESERVE A SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY, THE PLANS AND

PROVIDED THAT THE SAME DO NOT INTERFERE WITH THE USE OF RESERVE A AS A STORM WATER DETENTION FACILITY, RESERVE

MAINTENANCE OF RESERVE A SHALL BE BY THE DEVELOPER UNTIL SUCH TIME AS TITLE THERETO IS TRANSFERRED TO THE PROPERTY OWNERS ASSOCIATION. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE STORM WATER MANAGEMENT FACILITIES LOCATED ON RESERVE A, IN ACCORDANCE WITH THE STANDARDS PRESCRIBED BY THE CITY, THE CITY, OR ITS DESIGNATED CONTRACTOR MAY ENTER RESERVE A AND PERFORM MAINTENANCE NECESSARY FOR THE ACHIEVEMENT OF THE INTENDED STORM WATER MANAGEMENT FUNCTIONS, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT THAT SUCH OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF THE COSTS, THE CITY MAY, FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN, SUCH LIEN SHALL BE SUBJECT TO THE LIEN OF ANY EXISTING FIRST MORTGAGE, AGAINST EACH OF THE LOTS IN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY.

THERE WILL BE NO DEVELOPMENT WITHIN THE ABOVE DESCRIBED RESERVE AREA AND SUCH RESERVE AREA SHALL BE USED FOR STORMWATER RETENTION AND DRAINAGE PURPOSES, LANDSCAPING AND OPEN SPACE AND ENTRY FEATURES, INCLUDING, BUT

DEVELOPER RESERVES, FOR ITSELF, THE ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE RESERVE A FOR

EASEMENT AREAS A, B, C, D, E AND F. EASEMENT AREAS A, B, C, D, E AND F AS DEPICTED ON THE PLAT SHALL BE MAINTAINED AS EASEMENTS FOR LANDSCAPING AND OPEN SPACE AND ENTRY FEATURES, INCLUDING, BUT NOT LIMITED TO, PROJECT SIGNAGE AND SECURITY FACILITIES. ANY PROJECT IMPROVEMENTS LOCATED IN EASEMENT AREAS A, B, C, D, E AND F SHALL BE MAINTAINED BY THE DEVELOPER UNTIL SUCH TIME AS THE OBLIGATION TO MAINTAIN THE SAME IS TRANSFERRED TO

# SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PARK AT GREENWAY WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 44) AS PROVIDED WITHIN SECTIONS 1 THROUGH 7 OF ARTICLE 8 OF THE ZONING ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS THE SAME EXISTED ON MARCH 12, 1984, THE DATE ON WHICH PUD NO. 44 WAS APPROVED BY THE BROKEN ARROW CITY COUNCIL AND AS AMENDED BY A MINOR AMENDMENT FILED AS PLANNED UNIT DEVELOPMENT NO. 44-G THAT WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON OCTOBER 27, 2005, AND WAS FURTHER AMENDED BY A MINOR AMENDMENT FILED AS PLANNED UNIT DEVELOPMENT NO. 44-H THAT WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT,

WHEREAS, THE DEVELOPER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE COMPLIANCE WITH PUD NO. 44 FOR THE MUTUAL BENEFIT OF THE

NOW, THEREFORE, THE DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND

## A. USE OF LAND.

THE DEVELOPMENT OF THE PARK AT GREENWAY SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE, AS SUCH PROVISIONS EXISTED ON MARCH 12, 1984, OR AS MAY BE SUBSEQUENTLY AMENDED WHICH USES SHALL INCLUDE USES PERMITTED AS A RIGHT IN C-5, HIGHWAY COMMERCIAL AND COMMERCIAL RECREATION DISTRICT, O-2, PLANNED OFFICE PARK DISTRICT, ALONG WITH CUSTOMARY AND INCIDENTAL USES INCLUDING, BUT NOT LIMITED TO, LANDSCAPING ENTRANCES AND OTHER USES INCIDENTAL THERETO, AND THE USES PERMITTED AS A MATTER OF RIGHT IN THE I-1, LIGHT INDUSTRIAL DISTRICT, EXCEPT THOSE USES EXCLUDED BELOW. LAND USES ALLOWED BY THE I-1 ZONING DISTRICT BUT RESTRICTED FROM USE WITHIN PUD 44-H ARE AS FOLLOWS:

AIRPORT (BUT NOT EXCLUDING HELICOPTERS):

AMPHITHEATRE (COMMERCIAL):

AGRICULTURAL IMPLEMENTS, REPAIR AND SERVICE;

AGRICULTURAL IMPLEMENTS, SALES:

CIRCUS GROUNDS:

DRAG STRIP:

FAIRGROUNDS:

GO-CART TRACK: KENNEL; AND

RAILWAY TERMINAL (PASSENGER AND FREIGHT).

#### B. BUILDING RESTRICTIONS.

MAXIMUM FLOOR AREA:

INDUSTRIAL USES:

COMMERCIAL USES: AS PERMITTED IN THE C-5 DISTRICT

OFFICE USES: AS PERMITTED IN THE O-2 DISTRICT.

AS PERMITTED IN THE I-1 DISTRICT 1. MAXIMUM BUILDING HEIGHT: FIFTY (50) FEET

2. MINIMUM INTERNAL LANDSCAPE

OPEN SPACE:

C-5 USES - TEN PERCENT (10%) (GROSS LOT AREA); O-2 USES - TEN PERCENT (10%) (GROSS LOT AREA); AND I-1 USES - FIVE PERCENT (5%) (GROSS LOT AREA).

THE AMOUNT AND PERCENTAGE OF LANDSCAPE OPEN SPACE PROVIDED ON EACH SITE SHALL BE SHOWN ON THE SITE PLAN

4. MINIMUM BUILDING SETBACKS: FROM WEST ALBANY STREET - 50 FEET;

FROM SOUTHWEST EXPRESSWAY DRIVE - 25 FEET; FROM W. YAKIMA ST AND N. MAPLE AVE. - 25 FEET;

FROM BROKEN ARROW EXPRESSWAY - 30 FEET; FROM EAST BOUNDARY - 25 FEET;

FROM HIGH-PRESSURE PIPELINES - 50 FEET; AND

FROM ALL OTHER BOUNDARIES - 0 FEET.

COMMERCIAL USES: AS REQUIRED BY THE VARIOUS USES PERMITTED WITHIN THE C-5 DISTRICT

OFFICE USES: AS REQUIRED BY THE VARIOUS USES PERMITTED WITHIN THE 0-2 DISTRICT INDUSTRIAL USES: ONE (1) SPACE PER 1,000 SQUARE FEET OF FLOOR AREAS

#### C. EXTERIOR BUILDING MATERIALS.

THE EXTERIOR OF ALL BUILDINGS SHALL MEET THE BUILDING FAÇADE REQUIREMENTS OF THE C-5 DISTRICT.

## D. OUTDOOR STORAGE.

NO OUTDOOR STORAGE SHALL BE PERMITTED.

#### E. LIGHTING

EXTERIOR LIGHTING SHALL MEET THE REQUIREMENTS OF ARTICLE VIII, SECTION 21 OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS DESCRIBED HEREIN. FLOOD LIGHTING WILL BE USED FROM A DECORATIVE STANDARD IN ALL PARKING AND YARD AREAS. UPLIGHTING WILL BE USED ON BUILDING SIGNS AND SOME LANDSCAPE ELEMENTS. LOW LIGHTING WILL BE USED IN SOME LANDSCAPED AREAS, SET-UP AND WALKWAYS. EXTERIOR LIGHT POST SHALL BE LOCATED OUTSIDE ALL UTILITY EASEMENTS. ALL LIGHT POLES SHALL BE SHOWN ON THE SITE PLAN SUBMITTED TO THE BROKEN ARROW PLANNING COMMISSION ALONG WITH THEIR PROPOSED HEIGHT. THE TOP OF THE LIGHT FIXTURE SHALL NOT BE HIGHER THAN 16 FEET ABOVE THE PARKING LOT SURFACE. ALL EXTERIOR LIGHTS SHALL BE DESIGNED SO THAT NO LIGHT EXTENDS BEYOND THE PROPERTY LINES, AND LIGHTS ON LIGHT POLES WILL BE SHIELDED. A LIGHTING PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE BROKEN ARROW

## F. SIDEWALKS.

SIDEWALKS SHALL BE PROVIDED IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION REGULATIONS ALONG ALL INTERIOR STREET FRONTAGE AND ARTERIAL STREETS, EXCEPT ALONG THE BROKEN ARROW EXPRESSWAY; EXCEPT THAT NO SIDEWALKS WILL BE REQUIRED ALONG SOUTHWEST EXPRESSWAY DRIVE BETWEEN THE INTERSECTIONS OF WEST YAKIMA STREET AND

## G. SITE PLAN APPROVAL.

NO BUILDING PERMIT MAY BE ISSUED FOR A LOT UNTIL A DETAILED SITE PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION. NO SITE PLAN SHALL BE SUBMITTED TO THE BROKEN ARROW PLANNING COMMISSION PRIOR TO THE REVIEW AND APPROVAL OF THE DEVELOPER OR THE ARCHITECTURAL REVIEW COMMITTEE, AS THE CASE MAY BE.

## H. LANDSCAPING.

LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH ARTICLE VIII, SECTION 19 OF THE BROKEN ARROW ZONING ORDINANCE

A. AN 18-FOOT WIDE LANDSCAPE EDGE SHALL BE PROVIDED ALONG SOUTHWEST EXPRESSWAY DRIVE AND WEST YAKIMA STREET AND NORTH MAPLE AVENUE AND AS REQUIRED BY THE ZONING CODE.

B. A 25-FOOT WIDE LANDSCAPE EDGE SHALL BE PROVIDED ALONG ALBANY STREET AND THE BROKEN ARROW EXPRESSWAY AND C. IRRIGATION SHALL BE PROVIDED IN ACCORDANCE WITH THE ZONING CODE.

NO BUILDING SHALL BE OCCUPIED UNTIL A DETAILED LANDSCAPE PLAN FOR THE LOT HAS BEEN APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AND SUCH LANDSCAPING HAS BEEN INSTALLED.

## I. OUTLINE DEVELOPMENT PLAN AND TEXT.

THE OUTLINE DEVELOPMENT PLAN AND TEXT OF PUD NO. 44 ARE INCORPORATED HEREIN BY REFERENCE AND ARE INCLUDED

## J. SIGN STANDARDS.

SIGNS SHOULD BE INSTALLED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE, EXCEPT THAT ALL GROUND SIGNS SHOULD BE LIMITED TO 14 FEET OR LESS IN HEIGHT AND CONTAIN MO MORE THAN 100 SQUARE FEET. THE LOCATION OF ANY PROPOSED GROUND SIGN SHALL BE SHOWN ON THE SITE PLAN SUBMITTED FOR THE BROKEN ARROW PLANNING COMMISSION TO REVIEW. NO PORTABLE SIGNS, BANNERS OR OUTSIDE DISPLAY OF ANY TYPE SHALL BE PERMITTED. PRIOR TO THE INSTALLATION OF ANY SIGNAGE, A DETAILED PLAN OF THE SIGN OR SIGNS PROPOSED TO BE INSTALLED SHALL BE SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION.

## K. PIPELINE EASEMENT.

THE AREA WITHIN THE PIPELINE EASEMENT SHOWN ON THE PLAT MAY BE USED FOR UTILITIES, PARKING, LANDSCAPING AND SIGNAGE TOGETHER WITH ANY OTHER USE THAT IS NOT INCONSISTENT WITH THE USE THEREOF FOR PIPELINE PURPOSES, PROVIDED, HOWEVER, IN NO EVENT SHALL SUCH AREA BE USED FOR THE CONSTRUCTION OF A BUILDING.

## L. AMENDMENTS.

THE FOREGOING PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION AND RECORDING OF AN AMENDING DOCUMENT IN THE OFFICE OF THE TULSA COUNTY CLERK) TO CONFORM TO AMENDMENTS PUD NO. 44 THAT MAY SUBSEQUENTLY BE APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ("BAPC") AND/OR THE BROKEN ARROW CITY COUNCIL AND THE FILING OF A CERTIFIED COPY OF THE MINUTES OF THE BAPC AND/OR THE

#### SECTION III. DEFINITIONS.

IN THE EVENT OF ANY AMBIGUITY OF ANY WORD OR TERM SET FORTH IN SECTION II, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH IN THE BROKEN ARROW ZONING CODE AS THE SAME EXISTED ON MARCH 12, 1984.

# SECTION IV ENFORCEMENT, DURATION, AMENDMENTAND SEVERABILITY

#### A. ENFORCEMENT.

THE COVENANTS HEREIN SET FORTH ARE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I., PUBLIC STREETS, 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. THE COVENANTS CONTAINED IN SECTION II., PLANNED UNIT DEVELOPMENT RESTRICTIONS, WERE ESTABLISHED AS OF PURSUANT TO THE PLANNED UNIT DEVELOPMENT SUBSTANTIVE PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE CITY, ANY LOT OWNER AND THE PROPERTY OWNERS' ASSOCIATION. IF THE DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, ANY OWNER SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE CITY, ANY LOT OWNER OR THE PROPERTY OWNERS' ASSOCIATION 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.

#### B. DURATION.

THE COVENANTS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN ENFORCE AND AFFECT 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.

#### C. AMENDMENT.

THE COVENANTS CONTAINED WITHIN SECTION I., PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE DEVELOPER AND THE LOT OWNER TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BAPC, OR ITS SUCCESSORS, AND THE CITY. EXCEPT AS PROVIDED IN SECTION II.I., AMENDMENTS ABOVE, THE COVENANTS CONTAINED WITHIN SECTION II., PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE DEVELOPER AND THE LOT OWNERS OF MORE THAN FIFTY PERCENT (50%) OF THE AREA OF THE LOTS WITHIN THE SUBDIVISION AND APPROVED BY THE BAPC, OR ITS SUCCESSORS. ANY SUCH INSTRUMENT AMENDING OR TERMINATING THE COVENANTS CONTAINED WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, SHALL BEAR THE ENDORSEMENT OF THE BAPC AND SHALL BE DULY FILED OF RECORD. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS SET FORTH IN THIS DECLARATION SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS

#### D. SEVERABILITY.

INVALIDATION OF ANY COVENANT SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS NOR SHALL ANY PART THEREOF AS

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAS EXECUTED THIS INSTRUMENT THIS 25 DAY OF Symphosis, 2007.

MIDWESCO INDUSTRIES, INC., AN OKLAHOMA CORPORATION

STATE OF OKLAHOMA)

COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25 •, 2007, BY THOMAS GOLDEN, AS PRESIDENT OF MIDWESCO INDUSTRIES, INC., AN OKLAHOMA CORPOF

I, DAN E. TANNER, A REGISTERED 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 "THE PARK AT GREENWAY", 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.

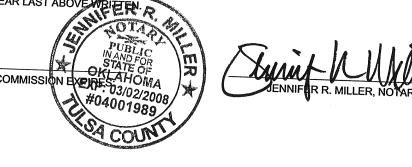
DAN E. TANNER, PLS NO. 1435 OK CA NO. 2661, EXPIRES 06/30/2009 DAN EDWIN TANNER 1435

# STATE OF OKLAHOMA)

COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON \_\_\_\_\_, 2007, PERSONALLY APPEARED TO ME DAN E. TANNER 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



APPROVED 5-7-07 by the City Council of the City of Broken Arrow,

CASE NO. (PT05-124) DEVELOPMENT NO. (DN05-198) The Park at Greenway SHEET 2 OF 2