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Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

PLC5-431A

COUNTYLINE CROSSINGS

THE WEST HALF OF GOVERNMENT LOT 4 IN THE S.W. QUARTER OF SECTION 19, T. 19 N., R. 15 E., I.M.
CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT ***CATHLEEN M. TAMMEN FAMILY TRUST*** *HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:*

THE WEST HALF OF GOVERNMENT LOT 4 IN SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 4 OF SAID SECTION 19;

THENCE NORTH 00°07'37" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1,322.84 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4;

THENCE NORTH 89°58'53" EAST, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4 AND THE SOUTH LINE OF STEEPLE CHASE SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT CABINET 3, PAGE 254, A DISTANCE OF 633.22 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE WEST HALF OF SAID GOVERNMENT LOT 4 AND THE NORTHWEST CORNER OF STEEPLECHASE FARMS ACCORDING TO THE PLAT RECORDED IN PLAT CABINET 4, PAGE 320;

THENCE SOUTH 00°05'24" WEST, ALONG COMMON LINE BETWEEN THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 4 AND THE WEST LINE OF SAID STEEPLECHASE FARMS, A DISTANCE OF 1,323.02 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 19, SAID POINT ALSO BEING SOUTHEAST CORNER OF THE WEST HALF OF SAID GOVERNMENT LOT 4;

THENCE SOUTH 89°59'53" WEST, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 634.07 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT OF LAND CONTAINS A GROSS AREA OF 838,264 SQUARE FEET OR 19.2439 ACRES

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 2 LOTS IN 1 BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS ***COUNTYLINE CROSSINGS****, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA.*

SECTION I: UTILITIES & EASEMENTS

A. STREETS:

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE AS A PUBLIC STREET AND RIGHT OF WAY TO THE CITY OF BROKEN ARROW, OKLAHOMA THE STREETS DEPICTED AS DEARBORN STREET (EAST 41ST STREET SOUTH) AND NORTH 23RD STREET (SOUTH 193RD AVENUE EAST) ON THIS FINAL PLAT OF COUNTYLINE CROSSINGS (THE "SUBDIVISION") FOR ALL PURPOSES FOR WHICH PUBLIC STREETS AND ROADS ARE USED IN THE MUNICIPALITY OF THE CITY OF BROKEN ARROW, OKLAHOMA AND DOES HEREBY GUARANTEE CLEAR TITLE TO ALL OF THE LAND THAT IS SO DEDICATED.

B. UTILITY EASEMENTS:

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, FENCING, AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

C. UNDERGROUND SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE WEST AND SOUTH PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS 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 PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

C. UNDERGROUND SERVICE: (CONTINUED)

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE 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 STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL 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 OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE TELEVISION 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 PARAGRAPH C SHALL BE ENFORCABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. WATER AND SEWER SERVICE:

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

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND GREEN COUNTRY SEWER COMPANY, INC., OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSE OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. WAGONER COUNTY RURAL WATER DISTRICT NO.4 AND GREEN COUNTRY SEWER COMPANY, INC., OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS 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.

E. GAS SERVICE:

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, 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 SUPPLIER OF GAS SERVICE 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 ON INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE 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 STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

E. GAS SERVICE: (CONTINUED)

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

F. MUTUAL ACCESS EASEMENT:

1. THE OWNER/DEVELOPER DOES HEREBY CREATE, ESTABLISH, GRANT AND DECLARE A PRIVATE, PERMANENT AND NON-EXCLUSIVE EASEMENT OVER, THROUGH, UPON AND ACROSS THOSE PORTIONS OF THE LAND SHOWN AND DEPICTED ON THE ACCOMPANYING PLAT AS "MAE" OR "MUTUAL ACCESS EASEMENT" FOR VEHICULAR AND PEDESTRIAN (COMMERCIAL AND NON-COMMERCIAL) INGRESS AND EGRESS TO, FROM AND BETWEEN LOTS 1 AND 2 AND THE PUBLIC STREET ADJACENT TO THE SUBDIVISION, AND SUCH EASEMENT SHALL BE APPURTENANT TO BENEFITTED LOT AND FOR THE MUTUAL USE AND BENEFIT OF THE RECORD OWNERS OF THE BENEFITTED LOT, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE TENANTS, AGENTS, VENDORS, LICENSEES, CUSTOMERS, EMPLOYEES AND INVITEES. A SEPARATE RECIPROCAL EASEMENT AGREEMENT SIGNED BY THE OWNERS OF THE BENFEFITTED LOT MAY BE FILED OF RECORD, AND THE TERMS OF SUCH RECIPROCAL EASEMENT AGREEMENT SHALL GOVERN THE USE AND MAINTENANCE OF SUCH MUTUAL ACCESS EASEMENT.

G. SIDEWALK EASEMENT

1. THE OWNER/DEVELOPER DOES HEREBY CREATE, ESTABLISH, GRANT AND DECLARE A NON-EXCLUSIVE, PERPETUAL RIGHT-OF-WAY, PRIVILEGE AND EASEMENT FOR THE FOLLOWING PURPOSES: PUBLIC SIDEWALK AND PUBLIC PEDESTRIAN PURPOSES; SAID EASEMENT BEING IN, ON, THROUGH, OVER, AND ACROSS THE LAND SHOWN AND DEPICTED ON THE ACCOMPANYING PLAT AS "S/E" OR "SIDEWALK EASEMENT."

H. OVERLAND DRAINAGE EASEMENT:

1. FOR THE COMMON USE AND BENEFIT OF THE OWNER OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, A DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM THE PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE ACCORDANCE WITH THE ADPOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA AND PLANS AND SPECIFICATION APPROVED BY THE CITY ENGINEER OF THE CITY OF BROKEN ARROW.

3. NO FENCE, WALL BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS, UNLESS APPROVED BY THE CITY ENGINEER OF THE CITY OF BROKEN ARROW, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIBER OF LESS THAN TWO AND ONE HALF (2 ½) INCHESS SHALL NOT BE INCLUDED.

4. NORMAL MOWING, VEGETATION CONTROL, SILTATION MAINTENANCE, AND DEBRIS REMOVAL SHALL BE PROVIDED BY THE OWNER OF SAID EASEMENT;

I. STORM WATER DETENTION EASEMENT & PRIVATE DRAINAGE FACILITIES

1. FOR THE COMMON USE AND BENEFIT OF THE RECORD OWNERS OF LOTS AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER SHALL CONSTRUCT OR CAUSE TO BE CONSTRUCTED, THE DETENTION AND PRIVATE DRAINAGE FACILITIES WITHIN THE ADDITION, WHICH ARE NECESSARY TO MEET CITY OF BROKEN ARROW, OKLAHOMA, DETENTION AND DRAINAGE REQUIREMENTS APPLICABLE TO SAID LOTS. THE PRIVATE DRAINAGE FACILITIES LOCATED ON LOTS 1 AND 2, BLOCK 1 SHALL BE MAINTAINED BY THE OWNERS OF EACH LOT ON WHICH THE FACILITIES ARE LOCATED (THE RESPONSIBLE PARTY). PRIVATE DRAINAGE FACILITIES SERVING LOT 2 THAT CROSS LOT 1 SHALL BE MAINTAINED BY THE OWNER OF LOT 2. THE STORM WATER DETENTION FACILITY SHALL BE MAINTAINED BY THE OWNER OF LOT 2.

2. THE DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE ADDITION SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND SPECIFICATIONS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN, UPON, ACROSS OR UNDER THE PRIVATE DRAINAGE FACILITIES, NOR SHALL THERE BE ANY ALTERATION OF GRADES OR CONTOURS IN SUCH PRIVATE DRAINAGE FACILITIES UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED HOWEVER THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE-HALF (2-1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

4. THE STORM WATER DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE PRIVATE DRAINAGE FACILITIES SHALL BE MAINTAINED, REPAIRED OR REPLACED, AS NECESSARY, BY THE RESPONSIBLE PARTY, AS PROVIDED FOR HEREIN, IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

A. THE STORM WATER DETENTION AREAS AND DRAINAGE FACILITIES SHALL BE KEPT FREE OF OBSTRUCTION AND DEBRIS;
B. THE STORM WATER DETENTION AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING FOUR (4) WEEKS;
C. CONCRETE APPURTENANCES LOCATED WITHIN OR SERVING THE PRIVATE DRAINAGE FACILITIES, IF ANY, SHALL BE MAINTAINED IN GOOD WORKING CONDITIONS; AND,
D. TRICKLE CHANNELS, IF ANY, LOCATED WITHIN THE PRIVATE DRAINAGE FACILITIES SHALL BE CLEANED OF SILTATION AND VEGETATION AT LEAST TWICE YEARLY.

5. IN THE EVENT OF THE FAILURE OF THE RESPONSIBLE PARTY TO PROPERLY MAINTAIN, REPAIR OR REPLACE THE STORM WATER DETENTION AND/OR DRAINAGE FACILITIES, IN ACCORDANCE WITH THE TERMS OF THIS DEED OF DEDICATION OR IN THE EVENT OF THE PLACEMENT OF A PERMANENT OBSTRUCTION WITHIN SAID STORM WATER DETENTION AND/OR DRAINAGE FACILITIES OR THE PERMANENT ALTERATION OF THE GRADE OR CONTOUR THEREOF, THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS DESIGNATED CONTRACTOR, MAY NOTIFY THE RESPONSIBLE PARTY IN WRITING OF SUCH ISSUE AND IF THE RESPONSIBLE PARTY DOES NOT REMEDY SUCH ISSUE OR COMMENCE TO REMEDY SUCH ISSUE WITHIN THIRTY (30) DAYS FROM THE DATE THE RESPONSIBLE PARTY RECEIVES NOTICE FROM THE CITY OF BROKEN ARROW, THEN THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS REPRESENTATIVE MAY ENTER SAID PROPERTY AND PERFORM MAINTENANCE, REPAIRS OR REPLACEMENTS NECESSARY TO ACHIEVE THE DRAINAGE AND DETENTION FUNCTIONS INTENDED BY THE APPROVED PLANS AND SPECIFICATIONS THEREFOR, AND REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATIONS OF GRADE OR CONTOURS, AND THE COST THEREOF SHALL BE ALLOCATED TO AND PAID BY THE RESPONSIBLE PARTY. IN THE EVENT THE RESPONSIBLE PARTY FAILS TO PAY THE COST OF SUCH MAINTENANCE, REPAIRS OR REPLACEMENT, REMOVAL OF OBSTRUCTION OR CORRECTION OR ALTERATION OF GRADE OR CONTOURS PERFORMED BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SUCH ACTIVITIES AND RECEIPT OF A STATEMENT OF THE COSTS THEREFOR, THE CITY OF BROKEN ARROW OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COST, AND THEREAFTER THE COST SHALL BE A LIEN AGAINST THE RESPONSIBLE PARTY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA IN ACCORDANCE WITH APPLICABLE LAWS.

SECTION II. DEVELOPMENT STANDARDS

SUBJECT PROPERTY SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE.

A. BULK AND AREA REQUIREMENTS

ALL LOTS SHALL BE DEVELOPED IN ACCORDANCE WITH THE ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE COMMERCIAL GENERAL DISTRICT.

1. GROSS LAND AREA: 19.2439 ACRES
2. NET LAND AREA: 16.6231 ACRES
3. PERMITTED USES:

THOSE USES PERMITTED BY RIGHT WITHIN THE COMMERCIAL GENERAL DISTRICT (CG).

4. MAXIMUM PERMITTED FLOOR AREA: NONE
5. MINIMUM LOT WIDTH: 200'
6. MINIMUM LOT AREA: NONE
7. MAXIMUM BUILDING HEIGHT: NONE
8. OFF-STREET PARKING:

AS REQUIRED BY THE CITY OF BROKEN ARROW ZONING CODE FOR EACH USE. CROSS ACCESS AND PARKING SHALL BE PERMITTED BETWEEN ALL LOTS WITHIN THE SUBDIVISION.

9. MINIMUM BUILDING SETBACK REQUIREMENTS:

FROM DEARBORN ST. (E. 41ST ST. S.) RIGHT OF WAY	AS PER THE CITY OF BROKEN ARROW ZONING CODE
FROM NORTH 23RD ST. (S. 193RD AVE. E.) RIGHT OF WAY	AS PER THE CITY OF BROKEN ARROW ZONING CODE
FROM NORTH PROPERTY LINE	AS PER THE CITY OF BROKEN ARROW ZONING CODE
FROM EAST PROPERTY LINE	AS PER THE CITY OF BROKEN ARROW ZONING CODE

10. MINIMUM PARKING SETBACK:

FROM THE EAST BOUNDARY	10 FT
FROM THE SOUTH BOUNDARY	10 FT
FROM THE NORTH BOUNDARY	10 FT
FROM THE WEST BOUNDARY	10 FT

11. MINIMUM LANDSCAPE REQUIREMENT:

ALL LANDSCAPING SHALL MEET THE REQUIREMENTS OF SECTION 5.2(B) OF THE CURRENT ZONING ORDINANCE.

12. SIGNAGE:

ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF SECTION 5.7(C) OF THE CURRENT ZONING ORDINANCE.

13. PARKING LOT LIGHTING:

ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF SECTION 5.6(D) OF THE CURRENT ZONING ORDINANCE.

14. BUILDING FACADES:

ALL BUILDING FACADES SHALL MEET THE MASONRY REQUIREMENTS OF SECTION 5.8.G OF THE ZONING ORDINANCE.

15. SCREENING:

ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF SECTION 5.2(D) OF THE CURRENT ZONING ORDINANCE.

16. TRASH ENCLOSURES:

TRASH ENCLOSURES SHALL BE SCREENED IN ACCORDANCE WITH SECTION 5.2(D) OF THE CURRENT ZONING ORDINANCE. ANY LOOSE TRASH SHALL BE COLLECTED BY THE LOT OWNER IMMEDIATELY AND DISPOSED OF PROPERLY.

17. LOADING HOURS:

NO TRUCK LOADING OR UNLOADING SHALL OCCUR BETWEEN 10:00 P.M. AND 6:00 A.M.

18. ACCESS AND CIRCULATION:

ALL ACCESS POINTS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE.

SECTION III: ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT:

1. 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: UTILITIES AND EASEMENTS 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 ENFORCABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

B. DURATION

1. 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.

C. AMENDMENT

1. THE COVENANTS CONTAINED WITHIN SECTION I: UTILITIES AND EASEMENTS 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 PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

1. 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 THE UNDERSIGNED HAVING CAUSED THIS INSTRUMENT TO BE EXCEUTED THIS 11 DAY OF NOV, 20 16.

CATHLEEN M. TAMMEN FAMILY TRUST

BY: Cathleen Mae Tammen
CATHLEEN MAE TAMMEN, TRUSTEE

STATE OF _____)
SS)
COUNTY OF _____)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 11 DAY OF NOV, 20 16 BY CATHLEEN MAE TAMMEN, AS TRUSTEE OF THE CATHLEEN M. TAMMEN FAMILY TRUST.

NOTARY PUBLIC: Kim Snead
MY COMMISSION NUMBER: # 15008867
MY COMMISSION EXPIRES: 09/16/20

KIM SNEAD
NOTARY PUBLIC
15008867
EXP. 09/16/20
STATE OF OKLAHOMA

CERTIFICATE OF SURVEY:

I, RANDALL A. MANSFIELD, 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 ***COUNTYLINE CROSSINGS****, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE ON THE GROUND AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.*

WITNESS MY HAND AND SEAL THIS 7TH DAY OF NOVEMBER, 20 16.

BY: Randall A. Mansfield
RANDALL A. MANSFIELD, LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1613

REGISTERED PROFESSIONAL LAND SURVEYOR
RANDALL A. MANSFIELD
1613
OKLAHOMA

STATE OF OKLAHOMA)
SS)
COUNTY OF OKLAHOMA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 7TH DAY OF NOVEMBER, 20 16 BY RANDALL A. MANSFIELD, AS A LICENSED PROFESSIONAL LAND SURVEYOR.

NOTARY PUBLIC: Christopher Tran
MY COMMISSION NUMBER: 15002630
MY COMMISSION EXPIRES: 3-16-2019

CHRISTOPHER TRAN
NOTARY PUBLIC
15002630
EXP. 03/16/19
STATE OF OKLAHOMA

COUNTY CLERK
OFFICIAL
SEAL
WAGONER COUNTY, OKLAHOMA

CERTIFICATE OF WAGONER COUNTY CLERK
I, Lori Hendricks, the County Clerk of Wagoner County, hereby state the subdivision called Countyline Crossings has been filed into Wagoner County Records.
Lori Hendricks
Lori Hendricks, Wagoner County Clerk

Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By _____ DEPUTY

DATE OF PREPARATION: OCTOBER 12, 2016

OWNER
CATHLEEN M TAMMEN FAMILY TRUST
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CASE NO: PT15-108