

FINAL PLAT  
LATSHAW ADDITION  
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

PLC5-432A

2017-1007 Book 2336 pg. 366  
12/20/17 4:24 PM pg. 366  
Town: 86031000-0000  
Lat: 36.980000  
Long: 96.980000  
Wagoner County Clerk  
Wagoner County - State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

Latashaw Drilling, LLC, an Oklahoma corporation, herein referred to as the "Owner/Developer", of the owner of the following described land in the City of Broken Arrow, Wagoner County, State of Oklahoma, to wit:

A tract of land located in the Southeast-Quarter (SE ¼) of the Southeast-Quarter (SE ¼) of Section Twenty-Nine (29), Township Nineteen (19) North, Range Fifteen (15) East of the Indian Base and Meridian, Broken Arrow, Wagoner County, State of Oklahoma, according to the United States Government survey thereof, more particularly described as:

Beginning at the Southwest Corner of said Section 29; Thence N00°12'31" W along the east line of said Section 29 a distance of 1323.39 feet; Thence N89°00'00" W a distance of 103.50 feet; Thence S00°00'00" E a distance of 1323.55 feet to a point on the south line of Section 29; Thence S89°50'00" E, along said section line a distance of 1322.13 feet to the Point of Beginning; said tract containing 40.15 acres, more or less.

The non-astronomic bearings for said tract are based on an assumed bearing of N 00°12'31" W along the east line of the SE ¼ of Section 29, T.19 N., R.15 E. of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, and has caused the above described land 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 "LATSHAW ADDITION", a subdivision in the City of Broken Arrow, Wagoner County, Oklahoma.

SECTION I. STREETS, EASEMENTS, AND UTILITIES

A. Public Streets and Utility Easements  
The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "UE" 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, pipe, valves, meters and equipment for each of such facilities and any other apparatuses therewith, 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 relay, water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across or under any utility easements depicted on the plat, for the purposes 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 lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility facility, that within the utility easements depicted on the accompanying plat no building, structure or other obstruction or restriction that interferes with or above set forth uses and purposes of such a street or easement shall be placed, erected, installed or maintained, provided however nothing herein shall be deemed to prohibit drives, parking areas, curbs, landscaping and customary screening fences and walls.

B. Underground Service

1. Overhead poles may be located along the perimeter 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. The owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

2. All supply lines in the Subdivision including electric, telephone, and cable television 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 of secondary voltages, may also be located in said easements.

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.

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 as installed by it. The supplier of electric, telephone, cable television also reserves the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

5. The owner of the 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 the 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, and cable television or gas services.

C. Water, Sanitary Sewer, and Storm Sewer Service

1. The owner of the lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on his lot.

2. Within the utility easement, restricted water main, sanitary sewer, storm sewer and drainage easement areas depicted on the accompanying plat, the alteration of grade 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 that would interfere with public water mains, sanitary sewer mains, and storm sewer shall be prohibited.

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 sewers 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 utility easements depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purposes of installing, maintaining, removing or replacing any portion of underground water, sanitary sewer, or storm sewer facilities.

5. The foregoing covenants set forth in the above paragraphs shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound.

D. Lot Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from the lot and drainage areas of higher elevation and from the public 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 his lot. The foregoing shall not be construed to prohibit the construction of a ditch or other drainage facility which shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

E. Stormwater Detention Easement

1. The owner does hereby dedicate to the City of Broken Arrow, Oklahoma for public use (subject to easements of record) a perpetual easement on, over, and across the property designated and shown on the accompanying plat as detention easement for the purposes of permitting the flow, conveyance, retention, detention and discharge of storm water runoff from "LATSHAW ADDITION".  
2. Detention, retention and other drainage facilities contained within said easement area shall be in accordance with standards and specifications approved by the City of Broken Arrow, Oklahoma.

3. No fence, wall, building, or other obstruction may be placed or maintained in the detention easement area nor shall there be any alteration of the grades or contours in such easement area unless approved by the City of Broken Arrow.

4. Detention, retention, and other drainage facilities shall be maintained by the owner, to the extent necessary to achieve the intended drainage, retention, and detention function including removal of debris, obstructions and removal of obstructions and siltation. Said detention facilities shall be maintained by the owner in accordance to the following standards:

- A. Grass areas shall be mowed (on a seasonal regular) intervals of less than four weeks.
- B. Concrete appurtenances shall be maintained in good condition and replaced if damaged.
- C. The detention easement area shall be kept free of debris.
- D. Cleaning of siltation and vegetation from concrete channel shall be performed twice yearly.
- E. Landscaping approved by the City of Broken Arrow shall be allowed within detention easement.

6. In the event the owner should fail to properly maintain the detention, retention, and other drainage facilities or, in the event of the placement of an obstruction within, or the alteration of the grade or contour therein, the City of Broken Arrow, Oklahoma, or its designated contractor may enter and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner. In the event the owner fails to pay the maintenance after completion of the maintenance and after 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 property. As established as above provided may be foreclosed by the City of Broken Arrow, Oklahoma.

F. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from portions of Omaha Street and East 51st Street within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission and 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.

G. Paving and Landscaping within Easements

The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by the necessary installation of water, sewer, gas or other utility lines, electric, gas, telephone, natural gas, communication, cable television or electric facilities within the restricted water line, sewer line or utility easement areas depicted on the accompanying plat. Broken Arrow, Oklahoma, or otherwise, the City of Broken Arrow, Oklahoma or the supplier of the utility services shall use reasonable care in the performing of such activities.

H. Certificate of Occupancy Restrictions

No certificate of occupancy will be issued by the City of Broken Arrow until after completion of the entire development and its formal acceptance by the City of Broken Arrow. Any and all construction pursuant to such a building permit but prior to the city's formal acceptance of the entire development will be at the contractor/builder-developer's own risk.

I. Utility Easement Dedication

The dedication of street rights of way and utility easements to the public, contained in this section 1, shall not take effect until the filing by the City of Broken Arrow, Oklahoma (on behalf of the public) in the Wagoner County Clerk's office of a separate instrument entitled "formal acceptance" or similar wording, formally accepting the dedications and infrastructure. However, the rights and uses outlined herein necessary for the installation by private utilities of their facilities, i.e., electric, gas, telephone and communication, et. al., exclusive of those owned by the City of Broken Arrow, shall be in effect to allow access for surveying, excavating for construction, operating and maintaining such facilities until the City files its formal acceptance and these rights and uses are subsumed by the public dedication.  
J. Reserve Area

The Storm Water Detention Area shall be designated as Reserve Area "A" and shall be used as the primary detention facility for development. Reserve Area B shall serve as a secondary or detention facility. Design and construction shall be the responsibility of the Owner and maintenance of the facilities shall be turned over to the Lot owner when completed and accepted.

SECTION II. DEVELOPMENT RESTRICTIONS

A. Use of the Land

1. The development of Latashaw Addition shall be subject to the provisions of the Broken Arrow Zoning Code. As such provisions existed June 06, 2013, or as may be subsequently amended and in accordance with the development regulations set forth in PUD 214A.

The uses permitted, with in Lot 1 Block 1, as a matter of right and specific use permit within the IH - Industrial Heavy Zoning District, limited to Industrial Service uses, Manufacturing and Production uses, Warehouse and Freight Movement uses including, but not limited to driving company with outdoor rigging and storage and uses accessory or customarily incidental to the principal use. No waste and salvage uses will be permitted.

The uses permitted, within Lot 2 Block 1, by right and Specific Use Permit within the CH - Commercial Heavy Zoning District and certain uses permitted by right within the IL - Industrial Light Zoning District, which Industrial Light Zoning uses shall be limited to: Research laboratory, general industrial service, assembly light, manufacturing light, motor vehicle terminal, office warehouse, warehouse and office building, construction, office uses accessory or customarily incidental to the principal uses. The maximum number of lots in Lot 2, Block 1 is 2.

B. Floor Area

The maximum floor area of all buildings shall be in compliance with the Broken Arrow Zoning Code.

C. Building setbacks for Lot 1 Block 1.

- 1. The minimum building setback from the North boundary area is 100 feet.
- 2. The minimum building setback from East 51st Street right of way is 50 feet.
- 3. The minimum building setback from Omaha Street right of way is 350 feet.
- 4. The minimum setback from the boundaries of Lot 2 Block 1 is 50 feet.
- 5. The minimum setback from the boundaries of Lot 2, Block 1 is 50 feet.
- 6. The minimum building setback from the internal boundaries is 10 feet.

D. Building setbacks for Lot 2 Block 1.

- 1. The minimum setbacks from the North boundary shall be 10 feet.
- 2. The minimum setback from the east boundary shall be 50 feet.
- 3. The minimum setback from the west boundary shall be 10 feet.
- 4. The minimum setback from the south boundary shall be 100 feet.
- 5. From the internal boundaries of Lot 2 Block 1 shall be 5 feet.

E. Equipment Storage Setback for Lot 1 Block 1

- 1. From the North Boundary the setback is 100 feet.
- 2. From the East Boundary adjacent to the Evans Road (51st Street) Right of Way the setback is 50 feet.
- 3. From the Omaha Street Right of Way the setback 350 feet.
- 4. From the West boundary the setback is 100 feet.
- 5. The minimum setback from the internal boundaries is 10 feet.
- 6. The minimum setback from the boundaries of Lot 2, Block 1 is 50 feet.

F. LANDSCAPE AREA

- 1. Lot 1 of Block 1 will be landscaped in accordance with the following guidelines:  
1. Along East Omaha at least one (1) tree per 30 feet of lot footage.  
2. Along Evans road at least one (1) tree per 40 feet of lot footage. At the time of construction of Evans Road, the existing fence along the road will be relocated by the property owner to the platted right-of-way property line. The landscaping along Evans Road can also be deferred until the road is installed. Within 120 days of construction being completed on Evans Road, landscaping shall be installed in accordance with this PUD by the property owner. Unless there are potential conflicts with overhead utility lines, all trees brought onto any lot for landscaping purpose will be medium to large trees as listed in Section 5.2.B.4 of the Zoning Ordinance; provided, existing trees may be incorporated into the landscaping plan to satisfy the foregoing landscaping requirements.  
3. Along the north boundary at least one (1) evergreen tree per 40 foot of boundary.  
4. Along the west boundary at least one (1) evergreen tree per 40 foot of boundary.  
5. Along the south boundary adjacent to Omaha Street, at least one (1) tree per 30 FT of lot footage will be provided and maintained. Landscaping shall be installed in accordance with this PUD by the property owner. Unless there are potential conflicts with overhead utility lines, all trees brought onto any lot for landscaping purposes will be medium to large sized trees as listed in Section 5.2.B.4 of the Zoning Ordinance; provided, existing trees may be incorporated into the landscaping plan to satisfy the foregoing landscaping requirements. The landscape features within the Project will be maintained in accordance with the requirements of the Zoning Ordinance.
- 6. Except for the natural ground, the landscape features within Development Area "B" will be maintained in accordance with the requirements of the Zoning Ordinance.

All landscape features will be maintained with the requirements of the Zoning Ordinance.  
7. Lot 2 shall have a minimum of ten percent (10%) of the net developable area shall be landscaped in accordance with the provisions of the Zoning Ordinance. Along East Omaha and Evans Road, at least one (1) tree per 30 FT of lot footage will be provided and maintained. At the time of construction of Evans Road, the existing fence along the road will be relocated by the property owner to the platted right-of-way property line. The landscaping along Evans Road can also be deferred until the road is installed. Within 120 days of construction being completed on Evans Road, landscaping shall be installed in accordance with this PUD by the property owner. Unless there are potential conflicts with overhead utility lines, all trees brought onto any lot for landscaping purposes will be medium to large sized trees as listed in Section 5.2.B.4 of the Zoning Ordinance; provided, existing trees may be incorporated into the landscaping plan to satisfy the foregoing landscaping requirements. The landscape features within the Project will be maintained in accordance with the requirements of the Zoning Ordinance.

G. SCREENING  
Lot 1 Block 1 shall be screened by an opaque fence or berm at least 6 feet in height along the south and east boundary. Along the south boundary south berm or berms shall be 6 feet in height above the centerline of East Omaha and located outside of the street right of way. Along the east boundary such berm or berms shall be 6 feet in height above the existing ground elevation at the property line and located inside of the street right of way until such a time that Evans Road is improved and then will be relocated to outside the street right of way. Chain link fencing may be used along or inside the south, east and north boundaries and, temporarily, along the west boundary. Additionally, unless otherwise modified by an approved Screening and Landscaping Plan, all existing trees or berms at least 6 feet in height will be required along the west boundary if such property to the west develops residentially. Construction of a berm or berm along the west boundary will be deferred until residential development occurs on the adjacent property to the west. If the abutting property to the west is not developed residentially, chain link fencing may remain.

H. SIGNAGE  
1. Ground Signs will be limited to one (1) per lot with a maximum of 80 square feet of display area and 15 feet in height. There will be a minimum separation of 100 feet between ground signs on Lot 1 and 50 feet of separation on Lot 2.  
2. All ground signs will be required to have a minimum base width.  
3. All ground signs will have a monument type base, which base will be comprised of the same material as the principal building on the lot, or as otherwise is approved as part of the PUD Sign Plan. No portable signs or banners will be placed on any of the lots or any light poles.

I. Trash and Mechanical Equipment  
Within Lot 1 Block 1, trash and mechanical equipment areas shall be screened from public view by persons standing in the ground level. Trash enclosures shall be located in enclosures and no such receptacles shall be located within 25' of the North and East boundaries of the Lot. Within Lot 2, screened bulk trash containers shall be setback a minimum of 100 feet from Omaha Road.

J. Lighting  
Lighting shall be in accordance with the Zoning Ordinance  
K. Exterior Building Facades  
All exterior building walls of a building shall have like material(s) on all faces of such building except for doors and windows and the exterior walls on the west, south and east sides of all buildings shall be of masonry material.

L. Sidewalks  
Construction costs for the sidewalks on Omaha and Evans will be provided by the Owner to the City of Broken Arrow for deposit into an Escrow Account, and shall not be required to be constructed.

M. Definitions  
In the event of ambiguity of any word or term set forth in Section II., the meaning thereof shall be deemed to be defined as set forth within the Broken Arrow Zoning Code as the same existed on September 1, 2013 or as subsequently amended.

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 Owner/Developer, its successors and assigns. Within the provisions of Section I, Streets, Easements and Utilities are set forth certain covenants and the benefited parties and enforcement rights pertaining thereto, and additionally the covenants within Section I, whether or not specifically therein stated, shall inure to the benefit of and shall be enforceable by the City of Broken Arrow, Oklahoma. If the undersigned, Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section I, it shall be lawful for any affected beneficiary as set forth within Section I or the City of Broken Arrow, Oklahoma 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 doing so or to compel compliance with the covenants to recover damages.

B. Duration  
These restrictions shall remain in full force and effect until January 1, 2023 and shall be automatically continued thereafter for successive periods of 10 years, unless terminated or amended as hereinafter provided.

C. 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 lot affected and by the Broken Arrow Planning Commission, or its successors with the approval of the City of Broken Arrow, Oklahoma. The provisions of any such instrument amending or terminating covenants shall be effective from and after the date it is recorded.

D. Severability  
Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS THEREOF, Latashaw Drilling, an Oklahoma corporation, has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Latashaw Drilling  
An Oklahoma Corporation

By: *[Signature]*  
President

ATTEST:  
Date: 8/1/16

STATE OF OKLAHOMA ) ss  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State on this 9th day of August, 2014, personally appeared \_\_\_\_\_ Trent Latashaw, to me known to be the identical person who subscribed the name of the maker thereof as its Managing Member and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation of Tulsa Fin Tube, for the uses and purposes therein set forth.

*[Signature]*  
Notary Public  
My Commission Expires: 12/31/19

REGISTERED SURVEYOR'S CERTIFICATE

I, Tom A. Haynes, do hereby certify that I am by Profession a Licensed Land Surveyor in the State of Oklahoma, and the plat of Latashaw Addition, an addition to the City of Broken Arrow, Oklahoma consisting of two (2) sheets, represents a survey made under my supervision on the 11th day of Sept., 2014.

I further certify that said annexed plat complies with Requirements of Senate Bill 377, Section 518 as amended and that 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.

*[Signature]* 8/1/16  
Tom A. Haynes - Professional Land Surveyor #1602

STATE OF OKLAHOMA ) ss  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on the 11th day of Sept., 2014, personally appeared Tom A. Haynes, to me known to be the identical person who executed the same and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

*[Signature]*  
Notary Public

My Commission Expires: 8/16/2018

*[Signature]*  
DONNA M. COLLINS  
STATE OF OKLAHOMA  
COMMERCIAL REAL ESTATE



Confirmed True Copy  
of  
Wagoner County Clerk  
By: *[Signature]*

CERTIFICATE OF WAGONER COUNTY CLERK  
I, Lori Hanks, the County Clerk of Wagoner County, here give, seal the subdivision called LATSHAW ADDITION as being filed into the Wagoner County Clerk's Office.