PLC 5 - 408A

PLAT No.

ServiceMaster

A TRACT OF LAND IN NW/4 OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 15 EAST, BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

P.U.D. 194

STATE OF OKLAHOMA)
COUNTY OF WAGONER)

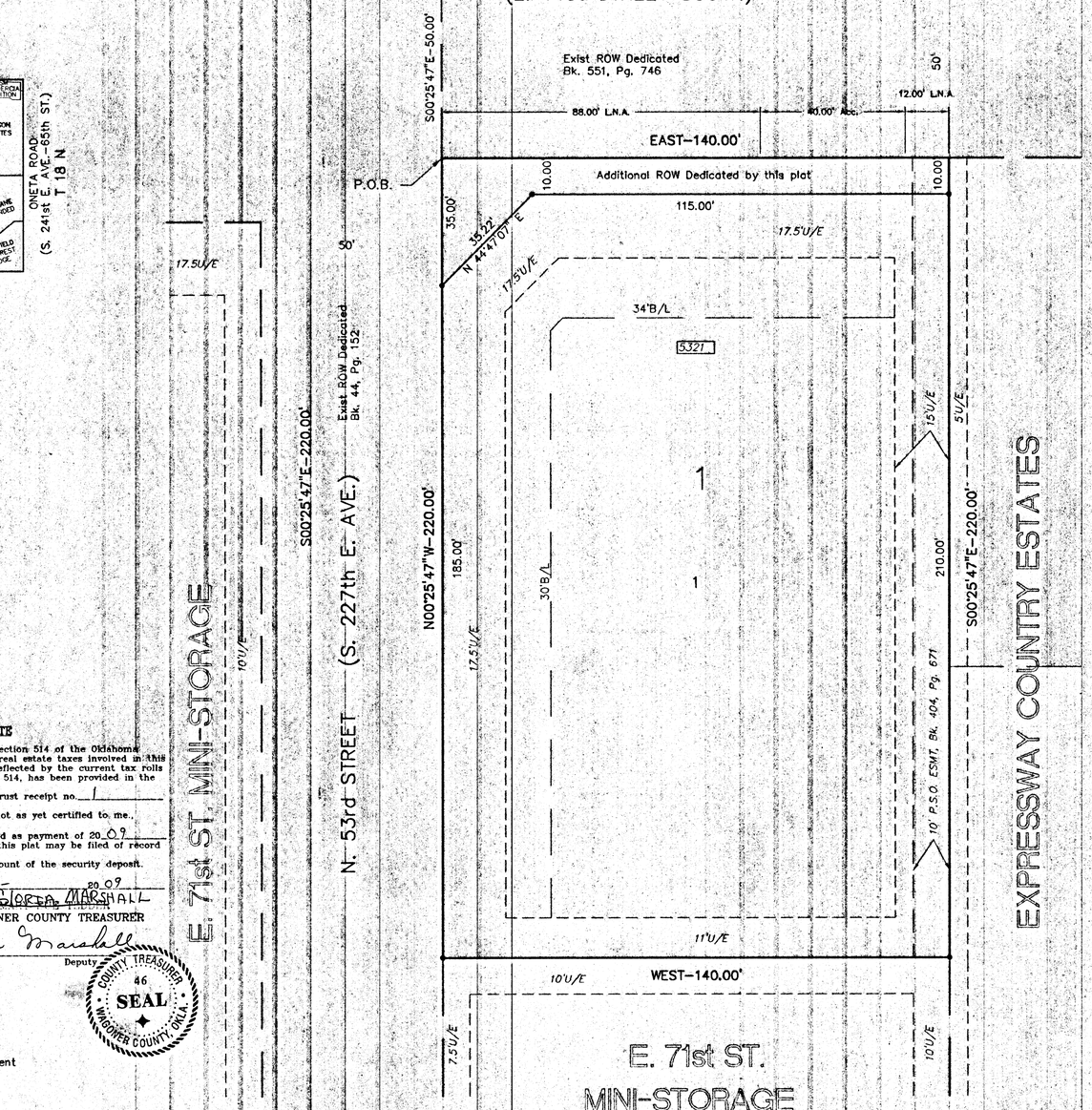
I, Carolyn Kusler, Wagoner County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

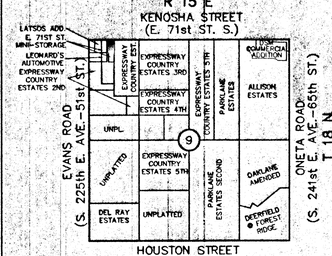
Dated the ____ day of _____, 20__
Carolyn Kusler, Wagoner County Clerk
Carolyn M. Kusler
Deputy

OWNER
MICHAEL IKE
2732 S. 136th E. Ave.
Tulsa, OK 74134
918/855-5659

ENGINEER/SURVEYOR
LEWIS ENGINEERING, P.L.L.C.
6420 S. 221st E. Ave.
Broken Arrow, OK 74014
918/254-4689
CA 3460 Exp. 6-30-09

Scale: 1"=20'





LOCATION MAP

0.70 AC.
1 LOT

APPROVED 3-3-09 by the council of the City of Broken Arrow, Oklahoma.

Mike Lester
Mayor
Mary E. Bryce
Attest: City Clerk 7-20-09

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of $ 1,901.69 per trust receipt no. 1

to be applied to 20 09 taxes not as yet certified to me.

This certificate is NOT to be construed as payment of 20 09 taxes in full but is given in order that this plat may be filed of record 20 09 taxes could exceed the amount of the security deposit.

Dated 7-23- 20 09

GLORIA MARSHALL
WAGONER COUNTY TREASURER
By Gloria Marshall
Deputy

COUNTY TREASURER 46 SEAL WAGONER COUNTY, OKLA.

LEGEND

B/L - Building Line
U/E - Utility Easement
L.N.A. - Limits of No Access
P.O.B. - Point of Beginning
Acc. - Access Opening
ROW - Right of Way
P.O.C. - Point of Commencement
Exist. - Existing
9876 - Street Address
—●— - Iron Pin

BM-Top sidewalk 35' W of NW prop. cor.- El. 668.00 NVGD

Note:
1. The basis of bearings is the bearings of the adjacent platted additions of LATSOS ADDITION and E. 71st ST. MINI-STORAGE, according to the recorded plats thereof.
2. This plat 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.
"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 descriptions."

NOTE:
1. Stormwater detention accommodations for this site are not required at this time as no exterior work or improvements are proposed in the Fee-In Lieu Of Detention Determination # DD-012309-02.

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

MICHAEL IKE, a single person, hereinafter referred to as the "Owner", are the owner of the following described land situated in the City of Broken Arrow, County of Wagoner, State of Oklahoma, to-wit:

Part of the NW/4 NW/4 NW/4 of Section 9, T18N, R15E of the Indian Base and Meridian, City of Broken Arrow, Wagoner County, State of Oklahoma, according to the U.S. Government survey thereof, being more particularly described as follows:

Commencing at the Northwest corner of said NW/4; thence East along the North line of said NW/4 520.00 feet; thence S00°25'47"E 50.00 feet to the Point of Beginning; thence East 140.00 feet to a point on the West line of EXPRESSWAY COUNTRY ESTATES addition of the City of Broken Arrow, Wagoner County, Oklahoma; thence S00°25'47"E 220.00 feet along said West line to the Northeast corner of LOT 1 BLOCK 2, EAST 71ST STREET MINI-STORAGE addition of the City of Broken Arrow, Wagoner County; thence West along the North line of said addition 140.00 feet to Northwest corner of said Lot 1; thence N00°25'47"W 220.00 feet to the Point of Beginning; containing 0.70 acres, more or less.

and has caused the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as "ServiceMaster", a subdivision, in the City of Broken Arrow, Wagoner County, State of Oklahoma (the "Subdivision").

SECTION I - STREETS, EASEMENTS AND UTILITIES

A. General Utility Easements:

The Owner does hereby dedicate for the public use, dedicate for the public use the utility easements as designated on the accompanying plat, for the several purposes of constructing, maintaining, operating, repairing, 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 said utility easements and right-of-ways for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner 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 and along the public street and utility easement, shown in said plat for the purpose of furnishing water and/or sewer services to the area included in said plat.

No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown.

The owner shall be responsible for the repair and replacement of any landscaping and paving located within the utility easement in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, communications or telephone service.

B. Underground Electric, Gas and Communication Service:

1. All lines for the supply of electric, communication and gas services shall be located underground in the easement-ways reserved for general utility services and on the public street shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways. Street light poles or standards shall be served by underground cable.

2. 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 a gas service line or service cable to a particular structure, the supplier of electric, communication service or gas service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot (5) strip extending 2.5 feet on each side of such service cable or line, extending from the gas main, service pedestal or transformer to the service entrance on said structure.

3. The supplier of electric, gas or communication services, through its proper agents and employees, shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, gas or communication facilities so installed by it.

4. The owner of each lot shall be responsible for the protection of the underground electric, gas or communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, gas or communication facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner of a lot 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 concerning underground electric, gas and communication facilities shall be enforceable by the supplier of electric, gas and communication service, and the owner of each lot agrees to be bound hereby.

C. Water Services:

1. The owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.

2. Within the depicted utility easement areas, the alteration of grade in excess of three (3) feet from the contours existing upon the completion of the installation of a public water main or any construction activity which may interfere with public water main shall be prohibited.

3. The City of Broken Arrow or its successors shall be responsible for ordinary maintenance of public water 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, through its proper agents and employees, shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground water facilities.

5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water facilities within the easement areas situated upon such owner's lot; provided, however, the City of Broken Arrow shall use reasonable care in the performance of such activities.

6. The foregoing covenants set forth in this Paragraph C shall be enforceable by the City of Broken Arrow or its successors, and the owner of each lot agrees to be bound hereby.

SECTION II - RESTRICTIONS

WHEREAS, the land within the Subdivision was submitted to the Broken Arrow Planning Commission (BAPC) for approval as a Planned Unit Development (PUD) and was subsequently approved by the Broken Arrow City Council on December 2, 2008 as PUD 194;

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for an orderly development of the Subdivision and to insure adequate restrictions for the mutual benefit of the Owner, its successors and assigns; and

WHEREAS, the Planned Unit Development provisions of the Broken Arrow Zoning Code require the establishment of covenants of record, enforceable by the City of Broken Arrow, sufficient to assure the implementation of and continued compliance with the approved Planned Unit Development.

THEREFORE, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner, its successors and assigns, including all Owner of any interest in any lot in the Subdivision:

A. DEVELOPMENT STANDARDS

The development of the Subdivision shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code, as the same existed on December 2, 2008 except as modified herein.

1. LAND AREA:

Gross:	1.02 acres
Net:	0.67 acres

2. PERMITTED USES (to be allowed by right):
Only the following uses are allowed by right:

Trade School	Animal pet shop, retail
Veterinary clinic / animal hospital	Office, business or professional
Research laboratory	Dry cleaning and laundry service
General industrial service	Assembly, light
Mini storage	Office warehouse
Wholesale establishment	

3.	MINIMUM FRONTAGE (per lot)	100 feet
4.	MAXIMUM BUILDING FLOOR AREA RATIO	None
5.	MAXIMUM BUILDING HEIGHT:	20 feet or one story
6.	MINIMUM BUILDING SETBACKS Front East	 34 feet 17 feet
7.	MINIMUM OFF STREET PARKING	As required by applicable provisions of the Broken Arrow Zoning Code

As part of any future building or parking lot expansion, the parking lot on the north side of the existing building will be removed. New parking shall be installed in accordance with the Zoning Ordinance.

8. SIGNAGE — As required by applicable provisions of the Broken Arrow Zoning Code

9. LIGHTING

Exterior lights shall meet the requirements of Section 5.8 of the Broken Arrow Zoning Ordinance.

10. LANDSCAPED AREA AND SCREENING

Any future expansion of the existing building shall require one large to medium evergreen tree to be installed per 30 lineal feet of property frontage along the east boundary. In addition, landscaping shall be installed in accordance with the Zoning Ordinance along the north boundary as part of any future building expansion. Any outside storage areas shall be screened by an opaque fence at least eight feet in height. Fence shall be installed in accordance with the Zoning Ordinance.

11. ACCESS AND TRAFFIC CIRCULATION

Access to the site is from Kenosha St. and N. 53rd St. A four feet wide sidewalk will be constructed outside of the existing paved area along Kenosha Street for pedestrian traffic. Sidewalks will be constructed along Kenosha Street in accordance with the Subdivision Regulations as part of any future building expansion.

12. TRASH AREAS

There shall be no storage of recyclable materials, trash or similar material outside a screened receptacle. All trash and storage areas shall be screened in accordance with Section 5.20 of the Broken Arrow Zoning Ordinance.

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, its successors and assigns and all parties claiming under them. Within the provisions of Sections I and II, are set forth certain covenants and the enforcement rights pertaining thereto. The covenants contained in Section I and II are established pursuant to the planned unit development provisions of the Broken Arrow Zoning Code and shall inure to the benefit of all Owner within the Subdivision and shall inure to the benefit of the City of Broken Arrow. If the owner or its successors or assigns shall violate any of the covenants within Sections I and II, it shall be lawful for any person or persons owning any property situated within the Subdivision, or the City of Broken Arrow, as to violation of the covenants 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 covenants or to recover damages for such violations.

B. Duration:

These restrictions shall remain in full force and effect until December 31, 2029, and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as hereinafter provided.

C. Amendment:

The covenants contained herein may be amended, modified, changed or canceled only by a written instrument signed and acknowledged by the Broken Arrow Planning Commission or its successors, and by the Owner of more than 75% of the lot area within the Subdivision and the provisions of such instrument shall be binding from and after the date it is properly recorded.

D. Severability:

Invalidation of any restriction set forth herein, or any part thereof, by a final and unappealable order, judgment, or decree of any Court shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, MICHAEL IKE, a single person, has executed this instrument this 16 day of July 2009.

MICHAEL IKE, a single person
Michael Ike

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for the said County and State, on this 16 day of July 2009, personally appeared MICHAEL IKE, a single person, to me known as the identical person who subscribed to the for going instrument as its Owner and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Melissa Worley
Notary Public

My commission expires:
6-12-11

Notary Public Oklahoma OFFICIAL SEAL MELISSA WORLEY Wagoner County 07006663 Exp. 6-12-11

CERTIFICATE OF SURVEY

I, WILLIAM E. LEWIS, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have at the instance of the owner designated above, caused the above described survey to be performed under my supervision, and that the accompanying plat is a true and accurate representation of said survey.

Signed and sealed at Broken Arrow, Oklahoma, this 16 day of July 2009.

William E. Lewis
Registered Land Surveyor, #1728
(SEAL)

REGISTERED WILLIAM E. LEWIS L.S. 1728 OKLAHOMA

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 16 day of July 2009, personally appeared WILLIAM E. LEWIS, to me known to be the identical person who executed the within and foregoing Certificate of Survey 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 last written.

Melissa Worley
Notary Public

My commission expires:
6-12-11

Notary Public Oklahoma OFFICIAL SEAL MELISSA WORLEY Wagoner County 07006663 Exp. 6-12-11

2009-10238 Book: 1
7/24/2009 3:13 PM
Fees: $52.00 Doc: S
Carolyn M. Kusler, C
Wagoner County - S

Certified True Copy
CAROLYN KUSLER, COUNTY
Wagoner County, Okla.
By _____ DEPUTY

Case No. F
Development No. D
SERVICE
Shee