175 East 2nd St, Suite 480 - Tulsa, OK 74103 - (918) 596-7526 - tulsaplanning.org

[] SUBDIVISION PLAT

[X] MINOR SUBDIVISION PLAT

APPLICATION INFORMATION

RECEIVED BY: NF DATE FILED: 11/2/2023 PLAT NAME: BMX HEADQUARTERS MPD-5 (MPD #5 / Z-7673)

SUBDIVISION PLAT SCHEDULE		REFERENCE CASES	
PUBLIC AGENCY REVIEW:	11/16/2023	ZONING/PUD/CO CASE:	
		TMAPC DATE:	
TMAPC:	12/6/2023	BOA CASE:	
		BOA DATE:	

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 764 NORTH LANSING AVE. EAST TRACT SIZE: 22.34 ± acres

LEGAL DESCRIPTION: SEE ATTACHED

PRESENT USE: UNOCCUPIED BUILDINGS PRESENT ZONING: MPD T-R-S:19-12-01 COUNCIL DISTRICT: 1

WATER SUPPLY: COT SANITARY SEWER: COT

ELECTRIC: AEP/PSO GAS: ONG PHONE: AT&T TV: COX SCHOOL DISTRICT:

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE:

Office, indoor/outdoor assembly, restaurant & future mixed-use - otherwise listed in MPD-5 (Z-7673)

PROPOSED ZONING: N/A LOTS PROPOSED: 2 BLOCKS PROPOSED: 1

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
NAME	Mike Thedford	NAME	Mary Kell, Senior Architect City of Tulsa, Department of City Experience - City Design Studio
ADDRESS	123 North Martin Luther King, Jr. Blvd.	ADDRESS	2317 S. Jackson Avenue N-213
CITY, ST, ZIP	Tulsa, OK. 74103	CITY, ST, ZIP	Tulsa, OK 74107
DAYTIME PHONE	918.584.5858	DAYTIME PHON	IE 918.596.2582
EMAIL	mike.thedford@wallace.design	EMAIL MP	Kell@cityoftulsa.org
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.			
SIGNATURE & DATE:			

DOES OWNER CONSENT TO THIS APPLICATION [X] YES [] NO

WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? CONSULTANT

APPLICATION FEES (Make checks payable to City of Tulsa)		PRELIMINARY PLAT DISPOSITION	
PRELIMINARY PLAT FEE :	\$1,200	TMAPC ACTION: [] APPROVED [] DENIED	
FINAL PLAT FEE :	\$900	DATE/VOTE:	
MINOR PLAT FEE :	\$650	CONDITIONS:	
TOTAL AMOUNT DUE:	\$ COT WAIVED		
RECEIPT NUMBER:			

Application fees in whole or part will not be refunded after notification has been given.

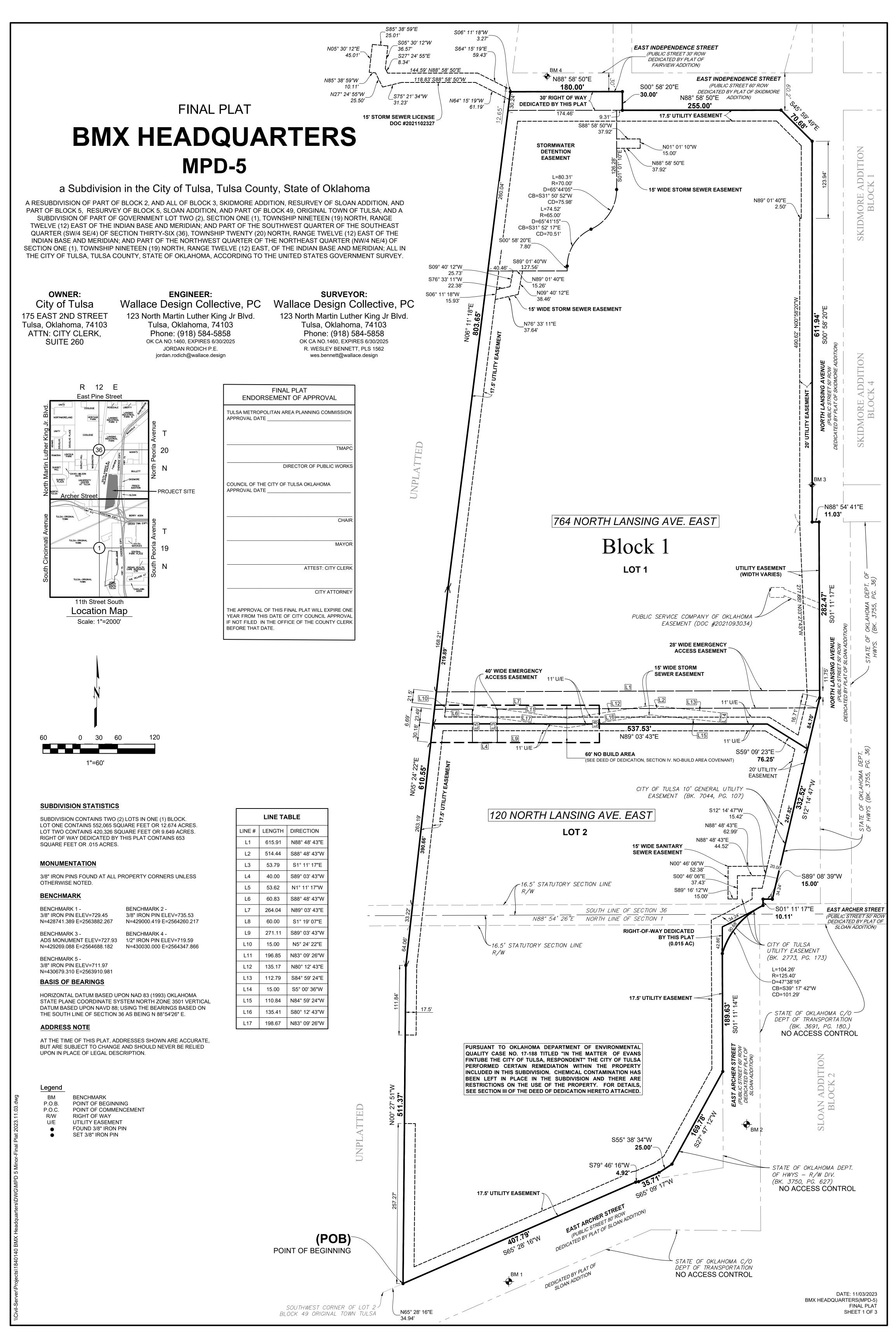
SUBMITTAL REQUIREMENTS:

Checklists for all submittals are available at tulsaplanning.org.

Preliminary Plats – Application, Checklist, 4 folded full-size copies & PDF of plat, deed of dedication, and Conceptual Improvement Plan

Draft Final Plats - 4 folded full-size copies & PDF

Final Plats for Signatures - 8-10 rolled full-size copies, fully executed by owner, surveyor, and engineer



BMX HEADQUARTERS

FINAL PLAT

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF TULSA, AN OKLAHOMA MUNICIPAL CORPORATION, HEREINAFTER REFERRED TO AS "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF LOT TWO (2), SECTION ONE (1), TOWNSHIP NINETEEN (19) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW4 SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP TWENTY (20) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW4 NE/4) OF SECTION ONE (1), TOWNSHIP NINETEEN (19) NORTH, RANGE TWELVE (12) EAST, OF THE INDIAN BASE AND MERIDIAN, ALL IN TULSA COUNTY, STATE OF OKAM, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF BLOCK FORTY-NINE (49) OF THE ORIGINAL TOWNSITE OF TULSA, SAID POINT BEING 34.94 FEET EASTERLY OF THE SOUTHWEST CORNER OF LOT TWO (2), BLOCK FORTY-NINE (49), SAID POINT ALSO BEING ON THE EASTERLY ATCHISON, TOPEKA & SANTA FE RAILROAD RIGHT-OF-WAY LINE; THENCE N 00° 27' 51" W AND ALONG THE EASTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE N 00° 27' 51" W AND ALONG THE EASTERLY RAILROAD RIGHT-OF-WAY LINE FOR A DISTANCE OF 511.37 FEET; THENCE N 05° 24' 22" E AND ALONG THE EASTERLY RAILROAD RIGHT-OF-WAY LINE FOR A DISTANCE OF 610.55 FEET; THENCE N 06° 11' 18" E AND ALONG THE EASTERLY RAILROAD RIGHT-OF-WAY LINE FOR A DISTANCE OF 80.06 FEET; THENCE N 00° 58' 20" E FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE N 88° 58' 50" E FOR A DISTANCE OF 180.00 FEET; THENCE S 00° 58' 20" E FOR A DISTANCE OF 511.94 FEET; THENCE N 88° 58' 41" E FOR A DISTANCE OF 11.03 FEET; THENCE S 00° 58' 20" E FOR A DISTANCE OF 611.94 FEET; THENCE N 88° 58' 41" E FOR A DISTANCE OF 15.00 FEET; THENCE S 00° 58' 20" E FOR A DISTANCE OF 10.11 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THOUGH AN ANGLE OF 47' 83' 16", HAVING A RADIUS OF 125.40 FEET, A LENGTH OF 10.4.26 FEET AND WHOSE LONG CHORD BEARS S 39' 17' 42" W FOR A DISTANCE OF 10.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LURVE, SAID CURVE TURNING TO THE LEFT THOUGH AN ANGLE OF 47' 81' 6", HAVING A RADIUS OF 125.40 FEET, A LENGTH OF 10.4.26 FEET AND WHOSE LONG CHORD BEARS S 39' 17' 42" W FOR A DISTANCE OF 10.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE S 010' 11" 4" FOR A DISTANCE OF 189.63 FEET; THENCE S 27° 47" 12" W FOR A DISTANCE OF 10.129 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE S 00' 17" W FOR A DISTANCE OF 189.63 FEET; THENCE S 55' 38' 34" W FOR A DISTANCE OF 40.79 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINS 973,072 SQUARE FEET OO 20 20 40 ACPES MODE OF 150 AD DISTANCE OF 49.27 FEET; T OF 407.79 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINS 973,072 SQUARE FEET OR 22.34 ACRES, MORE OR LESS.

THE OWNER HAS CAUSED THE ABOVE DESCRIBED PROPERTY TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO TWO (2) LOTS, ONE (1) BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS BMX HEADQUARTERS, MPD 5, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION" OR "BMX HEADQUARTERS, MPD-5").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED 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, MANHOLES 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 STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCT, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS FOR THE UTILITY PLATE, THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENT

WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
- WITHIN UTILITY EASEMENTS, SANITARY SEWER EASEMENTS AND STORM SEWER EASEMENTS 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 WHICH, IN THE JUDGMENT OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE PROHIBITED.
- 3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS AND/OR CONTRACTORS.
- 4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, SANITARY SEWER EASEMENTS AND STORM SEWER 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, SANITARY SEWER, OR STORM SEWER FACILITIES.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE 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.
- 2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE DEFINEST ALL OF TRANSCRAMED THE SERVICE ENTENDED THE STRUCTURE OF THE SERVICE OF THE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL 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 LINDERGROLING SELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- 4. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR RODINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS. CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE

- 1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF EDDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES. BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CABLE IN THE PERFORMANCE OF SUCH ACTIVITIES. CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

STORMWATER DETENTION EASEMENT

- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE STORMWATER DETENTION EASEMENT NOR SHALLTHERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
 - GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF
 - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
- LANDSCAPING, APPROVED BY THE CITY OF TULSA, OKLAHOMA, SHALL BE ALLOWED WITHIN THE DETENTION EASEMENT.
- ALLOWED WITHIN THE DETENTION EASEMENT.

 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, OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

G. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT 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 OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

H. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS AND THE ORDINANCES OF THE CITY OF TULSA, OKLAHOMA, AND ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER PRIOR TO THE ISSUANCE OF THE FIRST OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF TULSA ENGINEERING DESIGN STANDARDS.

CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF TULSA, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WAFER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE POREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE DATE OF THE INFRASTRUCTURE SERVING THE DATE OF THE INFRASTRUCTURE SERVING THE SEVENCE OF THE BURDANG FOR THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE SEVENCE OF THE DATE OF THE INFRASTRUCTURE SERVING THE SEVENCE OF THE DATE OF OCCUPANCY. NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE

J. STORM SEWER EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "STORM SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING STORM SEWERS, TOGETHER WITH ALL HTTINGS, INCLUDING THE PIPES, MANHOLES, AND EQUIPMENT AND OTHER APPURTENANCES THERETO, TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATED.

SANITARY SEWER FASEMENT

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE AREA DEPICTED ON THE ACCOMPANYING PLAT AS "SANITARY SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING SANITARY SEWER LINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, MANHOLES, LAMPHOLES AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT FOR THE USES AND PURPOSES STATED.

THE OWNER HEREBY DEDICATES TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER AND ACROSS THE AREA DEPICTED IN THE ACCOMPANYING PLAT AS "EMERGENCY ACCESS EASEMENT" FOR THE PURPOSE OF PROVIDING EMERGENCY ACCESS TO THE ACCESS EASEMENT" FOR THE PURPOSE OF PROVIDING EMERGENCY ACCESS TO THE SUBDIVISION BY THE CITY OF TULSA AND ITS AUTHORIZED REPRESENTATIVES, INCLUDING BUT NOT LIMITED TO POLICE, FIRE, EMERGENCY MEDICAL AND AMBULANCE SERVICE. THE OWNER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, COVENANTS THAT, WITH THE EXCEPTION OF PAVING AND OF FENCING AND GATING OF A DESIGN AND IN A LOCATION APPROVED BY THE CITY, NO BUILDING, STRUCTURE, FENCE, WALL OR OTHER ABOVE GROUND OBSTRUCTION, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED ON THE EMERGENCY ACCESS EASEMENT AREA, AND NO LANDSCAPING, EXCEPT FOR TURF, WILL BE PLACED, INSTALLED OR PERMITTED ON THE ABOVE DESCRIBED PREMISES: AND FURTHER INSTALLED OR PERMITTED ON THE ABOVE DESCRIBED PREMISES; AND FURTHER COVENANTS THAT SURFACING OF ALL-WEATHER MATERIAL, A MINIMUM OF 20 FEET IN WIDTH, SUFFICIENT TO PERMIT PASSAGE OF EMERGENCY VEHICLES WILL BE REQUIRED AND MAINTAINED WITHIN THE EMERGENCY ACCESS EASEMENT AREA, AND MAINTAINED IN A CONDITION SUITABLE FOR THE USES DESCRIBED HEREIN; AND FURTHER COVENANTS THAT IN THE EVENT THE TERMS OF THIS SUBSECTION ARE VIOLATED BY THE OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY PERSONS IN PRIVITY WITH THEM, SUCH VIOLATION WILL BE CORRECTED IMMEDIATELY UPON PECFEID TO NOTICE FROM THE CITY. IF THE VIOLATION IS NOT CORPECTED. THE CITY RECEIPT OF NOTICE FROM THE CITY. IF THE VIOLATION IS NOT CORRECTED, THE CITY SHALL HAVE THE RIGHT TO REMOVE OR OTHERWISE ELIMINATE SUCH VIOLATION. SHALL HAVE THE RIGHT TO REMOVE OR OTHERWISE ELIMINATE SUCH VIOLATION, AND THE COST SHALL BE PAID BY THE OWNER OR OWNERS OF THE EMERGENCY ACCESS EASEMENT AREA. IN THE EVENT THE OWNERS FAIL TO PAY THE COSTS AFTER A RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY OF THE OWNERS FAILING TO PAY. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF TULSA.

SECTION II. MPD-5 DEVELOPMENT STANDARDS

WHEREAS, BMX HEADOUARTERS-MPD 5 WAS SUBMITTED AS A MASTER PLANNED DEVFLOPMENT/DESIGNATED AS MPD-5) AS PROVIDED IN SECTION 25.070 OF TITLE 42 TULSA REVISED ORDINANCES IN EFFECT AS OF JULY 20, 2022, AND

WHEREAS, MPD-5 WAS AFFIRMATIVELY RECOMMENDED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON SEPTEMBER 21, 2022 AND WAS APPROVED BY THE TULSA CITY COUNCIL ON NOVEMBER 16, 2022, IMPLEMENTING ORDINANCE NO. 24936 BEING ADOPTED BY THE COUNCIL ON NOVEMBER 30, 2022 AND PUBLISHED ON DECEMBER 11, 2022, AND PUBLISHED ON DECEMBER 21, 2022, AND PUBLISHED ON DECEMBER 21, 2022, AND PUBLISHED ON DECEMBER 21, 2022, AND PUBLISHED AND PUBLISHED ON DECEMBER 21, 2022, AND PUBLISHED ON DECEMBER 21, 2022, AND PUBLISHED AND PUBLISHED

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

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 THE CITY OF TULSA.

THEREFORE, THE OWNER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS GRANTEES, SUCCESSORS AND ASSIGNS IN TITLE, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

USE AND DEVELOPMENT OF THE PROPERTY WITHIN THE SUBDIVISION SHALL BE SUBJECT TO THE FOLLOWING DEVELOPMENT STANDARDS:

- 1. MPD-5 SHALL ALLOW ONLY THOSE USES IDENTIFIED, BELOW, ALONG WITH CUSTOMARY ACCESSORY USES, AND SUBJECT TO THE SUPPLEMENTAL REGULATIONS OF THE TULSA ZONING CODE EXCEPT AS MODIFIED BELOW.
- 3. USES THAT CANNOT BE REASONABLY INTERPRETED TO FALL WITHIN A PERMITTED USE, AS STATED IN 35.020E OF THE TULSA ZONING CODE ARE PROHIBITED.
- 4. THE TULSA PLANNING OFFICE WILL REVIEW ALL SITE PLANS FOR COMPLIANCE WITH MPD-5 PRIOR TO RELEASE OF ANY BUILDING PERMIT.
- 5. THE FOLLOWING USE MODIFICATIONS MAY BE CONSIDERED MINOR
 - a. LIMITATION OR ELIMINATION OF PREVIOUSLY APPROVED SPECIFIC FUNCTIONS AND USES PROVIDED THE CHARACTER OF THE DEVELOPMENT IS NOT SUBSTANTIALLY ALTERED.
- b. ADDITION TO PREVIOUSLY APPROVED USES, PROVIDED THE CHARACTER OF THE DEVELOPMENT IS NOT SUBSTANTIALLY ALTERED.

B. PERMITTED USE CATEGORIES, SUBCATEGORIES AND SPECIFIC USES

1. RESIDENTIAL USE CATEGORY:

HOUSEHOLD LIVING SUBCATEGORY (IF IN ALLOWED BUILDING TYPE IDENTIFIED

SPECIFIC USE:

SINGLE HOUSEHOLD
TWO HOUSEHOLDS ON SINGLE LOT THREE OR MORE HOUSEHOLDS ON SINGLE LOT

2. PUBLIC, CIVIC, AND INSTITUTIONAL USE CATEGORY:

CEMETERY COLLEGE OR UNIVERSITY COLLEGE OR UNIVERSITY
DAY CARE
GOVERNMENT SERVICE OR SIMILAR FUNCTION
HOSPITAL
LIBRARY OR CULTURAL EXHIBIT
NATURAL RESOURCE PRESERVATION
PARKS AND RECREATION
POSTAL SERVICE
RELIGIOUS ASSEMBLY RELIGIOUS ASSEMBLY SCHOOL UTILITIES AND PUBLIC SERVICE FACILITY WIRELESS COMMUNICATION FACILITY

3. COMMERCIAL USE CATEGORY:

ANIMAL SERVICE BOARDING OR SHELTER VETERINARY

ASSEMBLY AND ENTERTAINMENT (GUN CLUBS, OUTDOOR OR INDOOR, ARE

SEMBLY AND ENTERTAINMENT (GUN CLUBS PROHIBITED)
OTHER INDOOR,
SMALL (UP TO 250-PERSON CAPACITY)
LARGE (>250-PERSON CAPACITY)
OTHER OUTDOOR

BROADCAST OR RECORDING STUDIO

COMMERCIAL SERVICE IMERCIAL SERVICE
BUILDING SERVICE
BUSINESS SUPPORT SERVICE
CONSUMER MAINTENANCE/REPAIR SERVICE
PERSONAL IMPROVEMENT SERVICE
RESEARCH SERVICE

FINANCIAL SERVICE

LODGING BED & BREAKFAST

SHORT-TERM RENTAL CAMPGROUNDS AND RV PARKS HOTEL / MOTEL

BUSINESS OR PROFESSIONAL OFFICE MEDICAL, DENTAL OR HEALTH PRACTITIONER OFFICE

RESTAURANTS AND BARS

RESTAURANT BAR (BARS IN MPD-5 ARE NOT SUBJECT TO SPACING REQUIREMENTS OF 40.050-A) BREWPUB

RETAIL SALES CONSUMER SHOPPING GOODS CONVENIENCE GOODS GROCERY STORE SMALL BOX DISCOUNT STORE

STUDIO, ARTIST OR INSTRUCTIONAL SERVICE

VEHICLE SALES AND SERVICE PERSONAL VEHICLE RENTALS ONLY

AGRICULTURAL. COMMUNITY GARDEN

FARM, MARKET OR COMMUNITY SUPPORTED

4. INDUSTRIAL USE CATEGORY: LOW IMPACT MANUFACTURING AND INDUSTRY

5. RESIDENTIAL BUILDING TYPES: SINGLE HOUSEHOLD TOWNHOUSE
MIXED-USE BUILDING
VERTICAL MIXED-USE BUILDING

TWO HOUSEHOLDS ON SINGLE LOT MIXED-USE BUILDING VERTICAL MIXED-USE BUILDING

THREE HOUSEHOLDS ON SINGLE LOT

C. MPD-5 LOT & BUILDING REGULATIONS

MINIMUM LOT AREA:	N/A
MINIMUM STREET FRONTAGE:	N/A
MAXIMUM FLOOR AREA RATIO (FAR):	N/A
MINIMUM LOT AREA PER UNIT:	N/A
MINIMUM OPEN SPACE PER UNIT:	N/A
BUILDING SETBACKS:	N/A
MAXIMUM BUILDING COVERAGE:	N/A
MAXIMUM BUILDING HEIGHT:	N/A

D. PARKING:

MINIMUM OFF-STREET PARKING SPACES:

PARKING IS NOT REQUIRED HOWEVER WHEN PARKING IS CONSTRUCTED IT SHALL CONFORM TO THE DESIGN STANDARDS OUTLINED IN SECTION 55.090 OF THE TULSA ZONING CODE.

SHORT-TERM BICYCLE PARKING IS REQUIRED PER SECTION 55.060-B OF THE TULSA

CONING CODE. BICYCLE PARKING SHALL CONFORM TO THE DESIGN STANDARDS OUTLINED IN SECTION 55.060-D OF THE TULSA ZONING CODE.

E. LANDSCAPING AND SCREENING

LANDSCAPING AND SCREENING FOR THE PROJECT SHALL CONFORM TO THE REQUIREMENTS IDENTIFIED IN THE TULSA ZONING CODE, CHAPTER 65

FOR THE PURPOSES OF ADMINISTERING LANDSCAPING REGULATIONS, MPD-5 SHALL FOLLOW THE REQUIREMENTS FOR THE CBD ZONING DISTRICT.

SCREENING REQUIREMENTS FOR SPECIFIC USES SHALL CONFORM TO THE SUPPLEMENTAL USE & BUILDING REGULATIONS IDENTIFIED FOR SPECIFIC USES IN THE TULSA ZONING CODE, CHAPTER 40.

BMX HEADQUARTERS

FINAL PLAT

F. SIGNS

SIGNAGE FOR THE PROJECT SHALL CONFORM TO THE SIGN REGULATIONS IDENTIFIED IN CHAPTER 60 OF THE TULSA ZONING CODE. FOR THE PURPOSES OF ADMINISTERING SIGN REGULATIONS, MPD-5 SHALL FOLLOW THE REQUIREMENTS FOR THE CBD ZONING DISTRICT.

G. SIDEWALKS

SIDEWALKS SHALL BE INSTALLED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS AND CITY OF TULSA ORDINANCES.

H. LIGHTING

LIGHTING FOR THE PROJECT MUST COMPLY WITH APPLICABLE CITY OF TULSA ZONING CODE REGULATIONS. FINAL LIGHTING DESIGN STANDARDS WILL BE DETERMINED UPON DETAILED SITE PLAN AND DETAIL LANDSCAPE PLAN APPROVAL.

GENERAL PROVISIONS

SITE LANDSCAPE AND SIGNAGE PLAN REVIEW:

NO BUILDING PERMIT SHALL BE ISSUED FOR ANY BUILDING WITHIN MPD-5 UNTIL A DETAIL SITE PLAN AND A DETAIL LANDSCAPE PLAN HAVE BEEN APPROVED THAT IS CONSISTENT WITH THE DEVELOPMENT STANDARDS INCLUDED.

COMPLIANCE WITH SUBDIVISION & DEVELOPMENT REGULATIONS:

OFF-PREMISE OUTDOOR ADVERTISING SIGNS ARE PROHIBITED.

NO BUILDING PERMIT OR ZONING CLEARANCE PERMIT SHALL BE ISSUED FOR ANY BUILDING WITHIN MPD-5 UNTIL A SUBDIVISION PLAT HAS BEEN APPROVED AND RECORDED, SUBDIVISION PLAT MUST INCLUDE DEVELOPMENT STANDARDS FOR MPD-5 IN

SECTION III. ENVIRONMENTAL COVENANTS AND RESTRICTIONS

ON OCTOBER 2, 2017, THE CITY OF TULSA, OKLAHOMA, ENTERED INTO A MEMORANDUM OF AGREEMENT FOR RISK-BASED REMEDIATION (THE "MEMORANDUM") WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY ("ODEQ") IN ODEQ CASE NO. 17-188 TITLED "IN THE MATTER OF EVANS FINTUBE THE CITY OF TULSA, RESPONDENT". THE PURPOSE OF THE MEMORANDUM WAS TO RESOLVE CERTAIN ENVIRONMENTAL REGULATORY MATTERS PERTAINING TO THE PROPERTY INCLUDED IN THE SUBDIVISION. PURSUANT TO THE MEMORANDUM AND TO THE BROWNFIELDS PROPOSAL SUBSEQUENTLY SUBMITTED BY THE CITY, THE CITY PERFORMED CERTAIN REMEDIATION WITHIN THE SUBJECT PROPERTY AND ODEQ ISSUED CERTIFICATES OF COMPLETION PERTAINING TO THE PROPERTY IN THE SUBDIVISION, RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK AS DOCUMENT NUMBER(S) 2020037454, 2020037456.

CHEMICAL CONTAMINATION HAS BEEN LEFT IN PLACE IN THE SUBDIVISION. THE CERTIFICATE OF COMPLETION CONTAINS RESTRICTIONS ON THE USE OF THE PROPERTY WITHIN THE SUBDIVISION AND ENFORCEMENT PROVISIONS PERTAINING THERETO, AND THE TERMS AND CONDITIONS OF THE CERTIFICATE OF COMPLETION ARE HEREBY INCORPORATED IN THIS DEED OF DEDICATION BY REFERENCE, AS THOUGH FULLY SET OUT HEREIN.

SECTION IV. NO-BUILD AREA COVENANT

AN EXISTING BUILDING IS CURRENTLY LOCATED WITHIN LOT 2, BLOCK I OF THE SUBDIVISION. TO ADDRESS BUILDING CODE AND FIRE CODE REQUIREMENTS PERTAINING TO THE EXISTING BUILDING AND ANY REPLACEMENT BUILDING, THE OWNER HEREBY COVENANTS, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, THAT NO ABOVE-GROUND BUILDINGS OR STRUCTURES OF ANY KIND, WITH THE EXCEPTION OF PAVING AND OF FENCING AND GATING OF A DESIGN AND IN A LOCATION APPROVED BY THE CITY, SHALL BE CONSTRUCTED WITHIN THE AREA DEPICTED UPON THE ACCOMPANYING PLAT AS THE "NO-BUILD AREA". THIS COVENANT SHALL BE ENFORCEABLE BY THE OWNER OF THAT PORTION OF THE NO-BUILD AREA LYING WITHIN LOT 2, BLOCK I, AND BY THE CITY OF TULSA. THIS COVENANT MAY ONLY BE AMENDED OR RELEASED BY WRITTEN AGREEMENT SIGNED BY THE OWNER OF THAT PORTION OF THE NO-BUILD AREA LYING WITHIN LOT 2, BLOCK I AND BY THE CITY OF TULSA AND RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK.

$\underline{\textbf{SECTION V. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY}}$

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, AND UPON ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I PUBLIC STREETS, EASEMENTS AND UTILITIES, SECTION II MPD-5 DEVELOPMENT STANDARDS, AND SECTION IV NO-BUILD AREA COVENANT ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING SHERERJO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, SECTION II, AND SECTION IV, WHETHER OR NOT SPECIFICALLY SO STATED THEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III ENVIRONMENTAL COVENANTS AND RESTRICTIONS SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA AND SHALL ALSO INURE TO THE BENEFIT OF AND SENFORCEABLE BY THE OKLAHOMA ADEPARTMENT OF ENVIRONMENTAL QUALITY. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR THE CITY OF TULSA, OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR THE CITY OF TULSA, OR THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED. THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND REMEDY AT LAW IS HEREBY WAIVED.

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.

Assistant City Attorney

THE COVENANTS CONTAINED WITHIN SECTION I PUBLIC STREETS, EASEMENTS AND UTILITIES AND SECTION II MPD-5 DEVELOPMENT STANDARDS MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENTS SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR ITS SUCCESSORS AND THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III ENVIRONMENTAL COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENTS SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE, THE CITY OF TULSA AND THE COVENANTS CONTAINED WITHIN SECTION IV, NO-BUILD AREA COVENANT MAY BE AMENDED OR TERMINATION IN TO BE APPLICABLE, THE CITY OF TULSA AND THE COVENANTS CONTAINED WITHIN SECTION IV, NO-BUILD AREA COVENANT MAY BE AMENDED OR TERMINATED AT ANY TIME BY AGREEMENT AS SET FORTH WITHIN SECTION IV.

IN WITNESS WHEREO EXECUTED THIS INST			MUNICIPAL CORPORATION, HAS, 2023.
THE CITY OF TULSA,			
AN OKLAHOMA MUN	ICIPAL CORPORATION	ON	
BY:			
G.T. Bynum, Mayor			
ATTEST:			
City Clerk			
STATE OF OKLAHOM	IA)) ss.		
COUNTY OF TULSA)		
personally appeared G.T. instrument as Mayor of the executed the within and	Bynum, to me known to he City of Tulsa, Oklaho d foregoing instrument	be the identical person oma, a municipal corpor as his free and volunt	te day of , 2023, who executed the within and foregoing ration, and acknowledged to me that he array act and deed and as the free and corporation, for the uses and purposes
Notary F			
My com	mission expires:		
APPROVED:			

CERTIFICATE OF SURVEY

I, R. Wesley Bennett, of Wallace Design Collective PC, a licensed land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as BMX HEADQUARTERS, MPD-5, a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

R. WESLEY		, 2020	•
BENNETT SE 1562	R. Wesley Bennett Licensed Professional Land Surveyor Oklahoma #1562		
	ACKNOWLEDGMENT		
STATE OF OKLAHOMA)	SS:
COUNTY OF TULSA)	33:
This instrument was acknowled	ged before me this day of, 2023, by R. We	esley Bennett.	
	Notary Public		
	My Commission No:	#00020202	

My Commission Expires:

Date: 11/03/2023 BMX HEADQUARTERS (MPD-5) FINAL PLAT Sheet 3 of 3

