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**TULSA DEVELOPMENT AUTHORITY  
STAFF REPORT**

**MEETING DATE:** March 2, 2017  
**TO:** Chairman and Board Members  
**FROM:** O.C. Walker, Executive Director  
**SUBJECT:** Family Dollar Store  
**LOCATION:** 1553 North Peoria Avenue, Tulsa, Oklahoma

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**Background:**

<b>Developer:</b>	<b>Triple C Development, LLC</b>
<b>Owner:</b>	<b>Antonio Perez and Eugenia Perez</b>
<b>Location:</b>	<b>1553 North Peoria Avenue, Tulsa, Oklahoma</b>
<b>Size of Tract:</b>	<b>N/A</b>
<b>Number of Lots:</b>	<b>One (1) Lot</b>
<b>Development Area:</b>	<b>North Peoria TIF</b>
<b>Fair Market Value</b>	<b>N/A</b>
<b>Executive Director:</b>	<b>O.C. Walker II</b>

No action was taken on this item at the February 2, 2017 TDA Board of Commissioners meeting. It was suggested that the Board would allow Counselor Hartley to thoroughly review the contract to accurately determine TDA's role. Chairman Peters requested a thorough review and recommendation by Counsel Hartley.

This item appeared before the TDA Board of Commissioners on January 5, 2017 to discuss a request from Triple C Development LLC, the primary Developer for Family Dollar Stores, headquartered in Centre, Alabama. The request is for the TDA Board of Commissioners to allow property located at 1553 North Peoria Avenue, Tulsa, Oklahoma, to be used as a Family Dollar Store. In accordance with the Special Warranty Deed dated November 20, 2011, Section (a) "That the land herein conveyed be devoted only to, and in accordance with the uses specified in the Urban Renewal Plan, as the same may be amended pursuant to proper City procedures from time to time."

During the TDA Regular meeting, it was determined that this proposal should be vetted with area residents before the Board of Commissioners take formal action. The TDA Executive Director and North Peoria TIF Consultant Derek Gates scheduled a meeting on January 24, 2017 at Rudisill Library to have an open discussion with the Redevelopers Representative (CJ See) and Real Estate Broker of Record (Tony Aaronson). There were seven (7) area stake holders representing the North Tulsa Community in attendance. The purpose was to achieve the following:

- Is the proposal a “Use by Right”
- Is the proposal an allowable use according to TDA
- Use of the North Peoria TIF funds to offset construction cost
  - Infrastructure
  - Streetscaping
  - Landscaping

The meeting was as follows:

- The Redeveloper presented the plans to the Community
- In-depth discussion about the proposal

### **Community Concern**

- Healthy Food vs. Processed Food
- Health Disparity in North Tulsa is 11 years less than other parts of Tulsa
- This store is located less than one half mile away from the existing Family Dollar Store
- Did this store cannibalize the existing grocery store
- There is no grocery store in the area
- The area is stigmatized by low end retail establishments.
- The community was not made aware of this project, and if they had been, there would have been opposition to it

### **Redevelopers Comments**

- North Tulsa currently has no new construction projects
- This store will generate between \$1.2 to \$1.5 million per year
- The valuation of the construction will range between \$1.5 to \$2 million
- Building will be a full brick façade
- Bigger/newer store in Tulsa
- Willing to provide commitments to the Community
- The store will meet a community need and provide merchandise and food that people need.

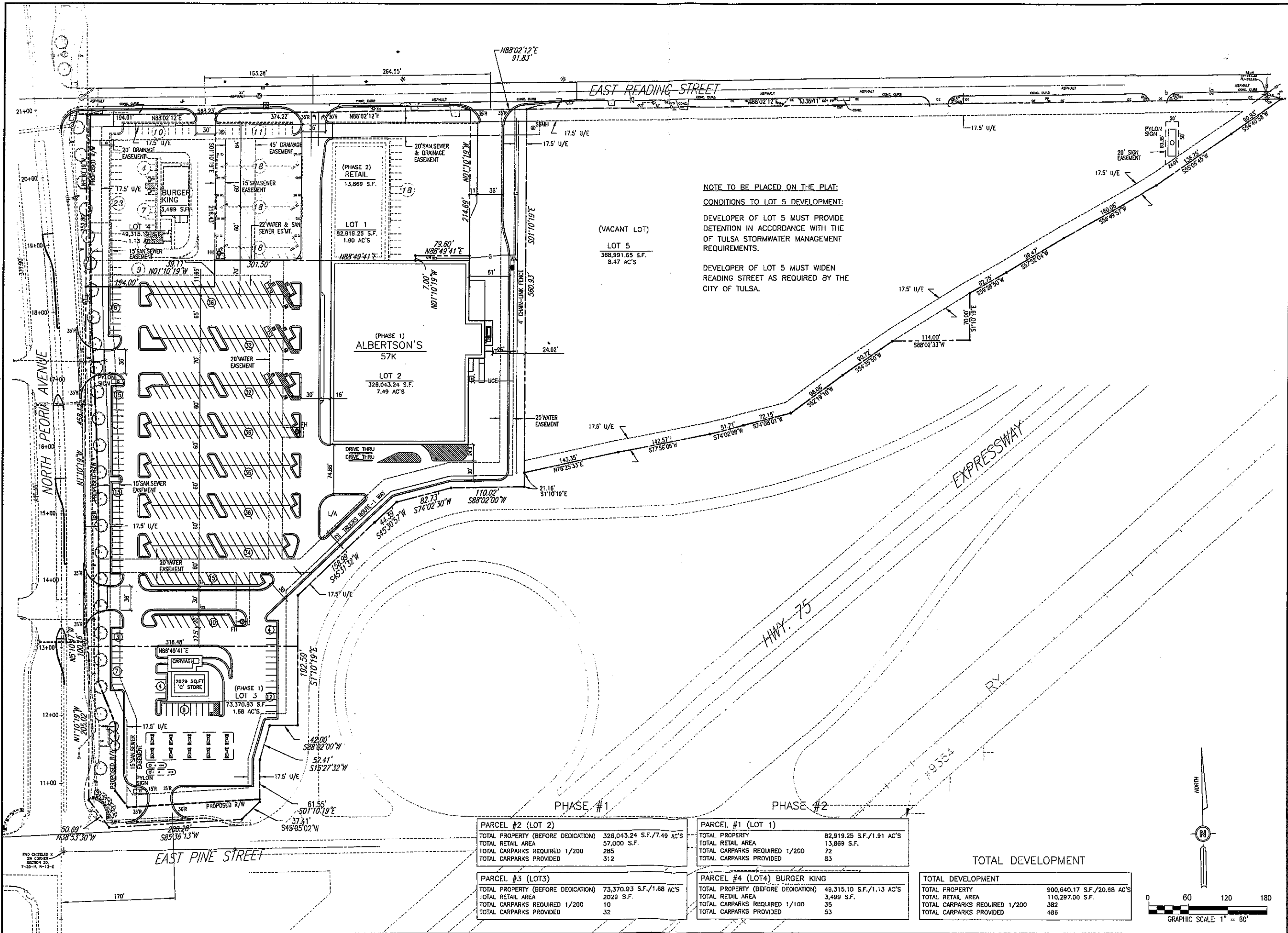
**The Area Residents made the following recommendations:**

- The consensus of the committee was that the community does not want another Family Dollar store

Attachments: Special Warranty Deed dated November 20, 2011  
Family Dollar's Mission  
Meeting minutes from Family Dollar dated August 29, 2016  
Schematic Drawing  
Construction Budget

**Recommendation:** Staff recommends the TDA Board of Commissioners not approve this request as presented.

**Reviewed By:** O.C. Walker II



**NOTE TO BE PLACED ON THE PLAT:**

**CONDITIONS TO LOT 5 DEVELOPMENT:**

DEVELOPER OF LOT 5 MUST PROVIDE DETENTION IN ACCORDANCE WITH THE OF TULSA STORMWATER MANAGEMENT REQUIREMENTS.

DEVELOPER OF LOT 5 MUST WIDEN READING STREET AS REQUIRED BY THE CITY OF TULSA.

(VACANT LOT)

LOT 5  
368,991.65 S.F.  
8.47 AC'S

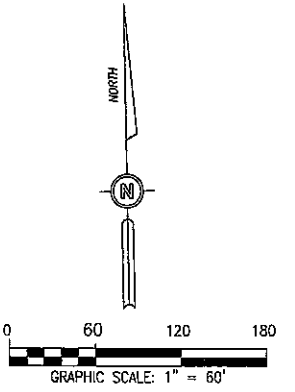
PARCEL #2 (LOT 2)	
TOTAL PROPERTY (BEFORE DEDICATION)	328,043.24 S.F./7.49 AC'S
TOTAL RETAIL AREA	57,000 S.F.
TOTAL CARPARKS REQUIRED 1/200	285
TOTAL CARPARKS PROVIDED	312

PARCEL #1 (LOT 1)	
TOTAL PROPERTY (BEFORE DEDICATION)	82,919.25 S.F./1.91 AC'S
TOTAL RETAIL AREA	13,869 S.F.
TOTAL CARPARKS REQUIRED 1/200	72
TOTAL CARPARKS PROVIDED	83

PARCEL #3 (LOT3)	
TOTAL PROPERTY (BEFORE DEDICATION)	73,370.93 S.F./1.68 AC'S
TOTAL RETAIL AREA	2029 S.F.
TOTAL CARPARKS REQUIRED 1/200	10
TOTAL CARPARKS PROVIDED	32

PARCEL #4 (LOT4) BURGER KING	
TOTAL PROPERTY (BEFORE DEDICATION)	49,315.10 S.F./1.13 AC'S
TOTAL RETAIL AREA	3,499 S.F.
TOTAL CARPARKS REQUIRED 1/100	35
TOTAL CARPARKS PROVIDED	53

TOTAL DEVELOPMENT	
TOTAL PROPERTY	900,640.17 S.F./20.88 AC'S
TOTAL RETAIL AREA	110,297.00 S.F.
TOTAL CARPARKS REQUIRED 1/200	382
TOTAL CARPARKS PROVIDED	486



<p><b>ALBERTSONS #2269</b> NORTH PEORIA AVENUE AND EAST PINE STREET TULSA, OKLAHOMA</p>	<p><b>PRELIMINARY SITE PLAN</b></p>																		
<p>Design by: RHR Drawn by: RHR Checked by: Job #: Issue Date: 03/14/03</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">No</th> <th style="width: 10%;">Date</th> <th style="width: 10%;">Revisions</th> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>1</td> <td></td> <td></td> </tr> </table>	No	Date	Revisions	5			4			3			2			1		
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DEED OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS GATEWAY PLAZA

KNOW ALL MEN BY THESE PRESENTS;

The Tulsa Development Authority (the "Owner"), a public body corporate, is the owner in fee simple title of all of certain real property, that it has contracted to convey to Albertson's Inc., (the "Developer"), a Delaware Corporation, pursuant to a contract for Sale of Land for Private Redevelopment, dated December 22, 2000.

A TRACT OF LAND THAT IS PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (S/2 SW/4) OF SECTION THIRTY (30), TOWNSHIP TWENTY (20) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION THIRTY; THENCE NORTH 01°10'19" WEST ALONG THE WESTERLY LINE OF SAID SECTION THIRTY FOR 75.01 FEET; THENCE NORTH 88°02'00" EAST, PARALLEL TO THE SOUTH LINE OF SAID SECTION THIRTY FOR 37.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 5.00 FEET SOUTH AND 7.00 FEET EAST OF THE NORTHWEST CORNER OF LOT FIFTEEN, BLOCK FOUR OF HUNTER ADDITION, AN ADDITION TO THE CITY OF TULSA; THENCE NORTH 01°10'19" WEST PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK FOUR AND 7.00 FEET EAST OF SAID LINE FOR 205.02 FEET TO A POINT ON THE NORTHERLY LINE OF LOT NINETEEN OF SAID BLOCK FOUR; THENCE NORTH 05°10'47" WEST FOR 100.16 FEET TO THE NORTHWEST CORNER OF LOT TWENTY-ONE OF SAID BLOCK FOUR; THENCE NORTH 01°10'19" WEST ALONG THE WESTERLY LINE OF SAID BLOCK FOUR AND WESTERLY LINE OF BLOCK TWO OF T. DICKSON ADDITION, AN ADDITION TO THE CITY OF TULSA FOR 710.98 FEET TO THE NORTHWEST CORNER OF SAID BLOCK TWO; THENCE NORTH 88°02'12" EAST ALONG THE NORTHERLY LINE OF SAID BLOCK TWO AND ALONG THE NORTHERLY LINES OF BLOCKS TWO, THREE AND FOUR OF BROADVIEW ADDITION, AN ADDITION TO THE CITY OF TULSA FOR 1,795.17 FEET TO THE NORTHEAST CORNER OF SAID BLOCK FOUR, SAID POINT ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO.75; THENCE ALONG SAID RIGHT-OF-WAY LINE AS FOLLOWS: SOUTH 54°40'58" WEST FOR 90.93 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT ONE OF SAID BLOCK FOUR, SAID POINT BEING 63.74 FEET EASTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 55°06'45" WEST FOR 136.75 FEET TO A POINT ON THE EASTERLY LINE OF LOT THIRTY-TWO OF SAID BLOCK THREE, SAID POINT BEING 25.00 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 59°49'57" WEST FOR 160.06 FEET TO THE SOUTHWEST CORNER OF LOT THIRTY-ONE OF SAID BLOCK THREE; THENCE SOUTH 57°52'04" WEST FOR 99.47 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT FIVE OF SAID BLOCK THREE, SAID POINT BEING 54.60 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 59°28'50" WEST FOR 62.75 FEET TO A POINT ON THE WESTERLY LINE OF LOT SIX OF SAID BLOCK THREE, SAID POINT BEING 20.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 01°10'19" EAST ALONG THE WESTERLY LINE OF SAID BLOCK THREE FOR 70 FEET TO THE SOUTHWEST CORNER OF LOT SEVEN OF SAID BLOCK THREE; THENCE SOUTH 88°02'33" WEST ALONG THE SOUTHERLY LINE OF LOT SEVEN OF SAID BLOCK TWO FOR 114.00 FEET TO A POINT ON THE SOUTH LINE OF LOT SEVEN OF SAID BLOCK TWO, SAID POINT BEING 64.00 FEET WEST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 54°35'50" WEST FOR 90.72 FEET TO THE SOUTHWEST CORNER OF LOT EIGHT OF SAID BLOCK TWO; THENCE SOUTH 52°19'10" WEST FOR 96.06 FEET TO A POINT BEING 5.00 FEET NORTH AND 70.00 FEET WEST OF THE SOUTHWEST CORNER OF LOT TWO OF BLOCK ONE OF SAID HUNTER ADDITION; THENCE SOUTH 74°08'01" WEST FOR 72.15 FEET TO A POINT ON THE WESTERLY LINE OF LOT THREE OF SAID BLOCK ONE, SAID POINT BEING 37.51 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 74°02'08" WEST FOR 61.71 FEET TO A POINT ON THE EASTERLY LINE OF LOT THREE OF BLOCK TWO OF THE SAID HUNTER ADDITION, SAID POINT BEING 25.00 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 77°56'06" WEST FOR 142.57 FEET TO THE SOUTHWEST CORNER OF LOT THREE OF SAID BLOCK TWO; THENCE SOUTH 76°25'33" WEST FOR 143.34 FEET TO A POINT ON THE WEST LINE OF LOT TWENTY-FIVE OF SAID BLOCK TWO, SAID POINT BEING 21.16 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 01°10'19" EAST ALONG THE WEST LINE OF SAID BLOCK TWO FOR 21.16 FEET TO THE SOUTHWEST CORNER OF LOT TWENTY-FIVE OF SAID BLOCK TWO; THENCE SOUTH 88°02'00" WEST ALONG THE NORTH LINE OF LOT FIVE OF BLOCK THREE OF SAID HUNTER ADDITION FOR 110.02 FEET TO A POINT ON THE NORTH LINE OF LOT FIVE OF SAID BLOCK THREE, SAID POINT BEING 60.00 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 74°02'30" WEST FOR 82.73 FEET TO A POINT ON THE WEST LINE OF LOT FIVE OF SAID BLOCK THREE, SAID POINT BEING 20.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 45°30'57" WEST ALONG THE SAID RIGHT-OF-WAY FOR 44.39 FEET TO A POINT BEING 32.30 FEET WEST OF THE SOUTHWEST CORNER AND ON THE SOUTH LINE OF LOT TWENTY-FOUR OF SAID BLOCK THREE; THENCE SOUTH 45°31'32" WEST FOR 158.99 FEET GOING THROUGH THE SOUTHWEST CORNER OF LOT TWENTY-TWO OF SAID BLOCK THREE TO A POINT BEING 8.00 FEET WESTERLY OF THE WESTERLY LINE OF SAID BLOCK THREE; THENCE SOUTH 01°10'19" EAST PARALLEL WITH THE WEST LINE OF SAID BLOCK THREE FOR 192.59 FEET TO A POINT THAT INTERSECTS THE PROJECTION OF THE SOUTH LINE OF LOT ELEVEN OF BLOCK FOUR OF SAID HUNTER ADDITION; THENCE SOUTH 88°02'00" WEST ALONG THE PROJECTION OF THE SOUTH LINE OF LOT ELEVEN OF SAID BLOCK FOUR FOR 42.00 FEET TO THE SOUTHWEST CORNER OF LOT ELEVEN OF SAID BLOCK FOUR; THENCE SOUTH 15°27'32" WEST FOR 52.41 FEET TO A POINT ON THE SOUTH LINE OF LOT TWELVE OF SAID BLOCK FOUR, SAID POINT BEING 15.00 FEET WEST OF THE SOUTHWEST CORNER THEREOF THENCE SOUTH 01°10'19" EAST PARALLEL WITH THE EAST LINE AND 15.00 FEET WEST OF THE EAST LINE OF SAID BLOCK FOUR FOR 61.55 FEET; THENCE SOUTH 45°05'02" WEST FOR 37.41 FEET; THENCE SOUTH 85°36'13" WEST FOR 98.13 FEET TO A POINT ON THE WEST LINE OF LOT FOURTEEN OF SAID BLOCK FOUR, SAID POINT BEING 8.81 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING SOUTH 85°36'13" WEST FOR 102.15 FEET; THENCE NORTH 38°53'30" WEST FOR 50.69 FEET TO THE END POINT OF SAID RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING OF SAID TRACT.

has caused the same to be surveyed, staked, and platted in conformity with the accompanying plat, and has designated the same as "GATEWAY PLAZA", a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

The Owner/Developer does hereby dedicate for public use the street rights-of-way as depicted on the accompanying plat and does further 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 and to areas outside of 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 Tulsa, 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 that interferes with the above set forth uses and purposes of a street or easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls that do not constitute an obstruction as aforesaid.

B. UNDERGROUND UTILITIES

1. Overhead lines for the supply of electric, telephone, and communication service may be installed within the utility easements shown on the accompanying plat. Street light poles or standards shall be served by underground cable, and elsewhere throughout said plat all supply lines, including electric, telephone, cable television and gas lines, shall be located underground in the easements and as authorized by the grant of a franchise, license or permit by the City of Tulsa, in street rights-of-way shown on said plat. Service pedestals and transformers, as sources of supply at secondary voltages, also may be located in said easements.

2. Underground service cables and gas service lines to all structures may be run from the nearest gas main, service pedestal or transformer to the point of usage as located on said structure; PROVIDED that upon the location of such service cable or line, the supplier of service shall have thereafter a definitive, permanent, effective, and exclusive right-of-way easement covering a five-foot strip extending 2.5 feet on each side of the service cable or line and extending from the gas main, service pedestal or transformer to the service entrance on said structure.

3. The supplier of electric, telephone, communication, or natural gas service, through its proper agents and employees, shall at all times have the right of access to all easements shown 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 the underground facilities or appurtenances installed or maintained by said supplier.

4. The owner of each lot shall be responsible for the protection of the underground utility facilities located on the lot and shall prevent the alteration of grade or any other construction activity which would interfere with the utility facilities. The supplier of service shall be responsible for the ordinary maintenance of underground utility facilities, but the lot owner shall pay for the repair or relocation of such facilities caused or necessitated by the acts of the owner or his agents or contractors.

5. The foregoing covenants set forth in paragraph B. shall be enforceable by the supplier of service and the owner of each lot agrees to be bound hereby.

C. WATER, SANITARY SEWER, AND STORM SEWER

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

2. Within the streets, easements, and rights-of-way depicted on the accompanying plat, the alteration of ground elevations from the contours existing upon the completion of the installation of any public water or sewer main or any construction activity which would interfere with any public water or sewer main shall be prohibited.

3. The City of Tulsa, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains, and storm sewer mains. PROVIDED, the owner of each lot shall pay for the repair or relocation of such facilities caused or necessitated by the acts of the owner or his agents or contractors.

4. The City of Tulsa, Oklahoma, or its successors shall at all times have right of access to all streets, easements, or rights-of-way dedicated by the accompanying plat or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the public water mains, sanitary sewer mains, or storm sewer mains.

5. The foregoing covenants set forth in paragraph C. shall be enforceable by the City of Tulsa, Oklahoma, or its successors and the owner of each lot agrees to be bound hereby.

D. SURFACE STORMWATER DRAINAGE

The property depicted on the accompanying plat shall receive, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevations and from public streets and easements. 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 lot. The foregoing covenants set forth in paragraph D. shall be enforceable by any affected property owner and by the City of Tulsa, Oklahoma, or its successor.

E. RESERVE 'A' - STORMWATER DETENTION EASEMENT

1. Reserve 'A' as depicted on the Plat is being granted to the Public as a Stormwater Detention Easement for the purpose of permitting the flow, conveyance and discharge of storm water runoff from property within the subdivision.

2. Drainage facilities or other improvements constructed in the Stormwater Detention Easement shall be in accordance with the adopted standards of the City of Tulsa, Oklahoma, and plans and specifications approved by the Department of Public Works of the City of Tulsa, Oklahoma.

3. No fence, wall, building or other obstruction may be placed or maintained in the Stormwater Detention Easement nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Department of Public Works of the City of Tulsa, Oklahoma, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 1/2) inches shall not require the approval of the Department of Public Works of the City of Tulsa, Oklahoma.

4. Maintenance of the Stormwater Detention Easement shall be by the owner of Lot 2 and Lot 5 in accordance with Standards prescribed by the City of Tulsa. In the event the owner should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Tulsa, Oklahoma, or its designated contractor may enter the easement area 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 thereof. 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, and thereafter the costs shall be a lien against Lot 2 and Lot 5 as the case may be which lien may be foreclosed by the City of Tulsa, Oklahoma.

F. DETENTION EASEMENTS - LOT 2

1. The Detention Easements as depicted on the Plat are being granted to the Public as Surface (Parking Lot) Stormwater Detention Easements for the purpose of permitting the flow, conveyance and discharge of storm water runoff from property within the subdivision.

2. Drainage facilities or other improvements constructed in the Stormwater Detention Easements shall be in accordance with the adopted standards of the City of Tulsa, Oklahoma, and plans and specifications approved by the Department of Public Works of the City of Tulsa, Oklahoma.

3. No fence, wall, building or other obstruction may be placed or maintained in the Stormwater Detention Easements nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Department of Public Works of the City of Tulsa, Oklahoma, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 1/2) inches shall not require the approval of the Department of Public Works of the City of Tulsa, Oklahoma.

4. Maintenance of the Stormwater Detention Easements shall be by the owner of Lot 2 in accordance with Standards prescribed by the City of Tulsa. In the event the owner should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Tulsa, Oklahoma, or its designated contractor may enter the easement area 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 thereof. 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, and thereafter the costs shall be a lien against Lot 2 as the case may be which lien may be foreclosed by the City of Tulsa, Oklahoma.

G. DETENTION EASEMENT - LOT 1

1. The Detention Easement as depicted on the Plat is being granted to the Public as a Underground Detention Easement for the purpose of permitting the flow, conveyance and discharge of storm water runoff from property within the subdivision.

2. Drainage facilities or other improvements constructed in the Stormwater Detention Easement shall be in accordance with the adopted standards of the City of Tulsa, Oklahoma, and plans and specifications approved by the Department of Public Works of the City of Tulsa, Oklahoma.

3. Maintenance of the Stormwater Detention Easement shall be by the owner of Lots 1 & 2 in accordance with Standards prescribed by the City of Tulsa. In the event the owner should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Tulsa, Oklahoma, or its designated contractor may enter the easement area 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 thereof. 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, and thereafter the costs shall be a lien against Lot 1 and Lot 2 as the case may be which lien may be foreclosed by the City of Tulsa, Oklahoma.

H. PAVING AND LANDSCAPING WITHIN EASEMENTS

The owner of each lot affected shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the lot in the event it is necessary to install, repair or maintain any underground utility service; PROVIDED HOWEVER, the City of Tulsa, Oklahoma, or the supplier of the underground utility service shall use reasonable care in the performance of such activities. Nothing contained within this declaration shall be deemed to prohibit drives, parking areas, curbing, landscaping, and customary screening fences and walls that do not constitute an obstruction.

I. LIMITS OF NO ACCESS

The Owner/Developer does hereby relinquish rights of vehicular ingress or egress within any portion of the property within the bounds designated as "LIMITS OF NO ACCESS" or "L.N.A." on the accompanying plat, which "LIMITS OF NO ACCESS (L.N.A.)" may be amended or released by the Tulsa Metropolitan Area Planning Commission, or its successor, and ratified by the City of Tulsa, Oklahoma, or as otherwise provided by the laws and statutes of the State of Oklahoma pertaining thereto.

J. TERMINATION OF ACCESS EASEMENT

Notwithstanding anything to the contrary set forth herein, the easement between Lot 2 and Lot 5 designated as "30' Access Easement" on the face of the plat for Gateway Plaza is not dedicated to the public. The 30' Access Easement is instead a private easement for the sole benefit of the owner of Lot 5. Upon access being established for Lot 5 to East Reading Street by the amendment of the Limits of No Access for Lot 5, the 30' Access Easement shall automatically terminate. Access to Lot 5 shall be solely from East Reading Street. Upon such event, the owner of Lot 2 shall have the power to close the easement and to deny access to Lot 5 by means of the 30' Access Easement.

K. BUILDING SET-BACKS

No building or fences shall be erected nearer to a public street than the BUILDING LINES depicted on the accompanying plat. PROVIDED, nothing herein shall interfere with the presently existing non-conforming use so long as said use continues uninterrupted and is not further enlarged in violation of the set-back limit established hereby.

L. CONDITIONS TO LOT 5 DEVELOPMENT

Developer of Lot 5 must provide detention in accordance with the City of Tulsa Stormwater Management requirements. Developer of Lot 5 must widen East Reading Street as required by the City of Tulsa.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

The restrictions set forth herein are covenants to run with the land and shall be binding upon the Owner/Developer, their successors and assigns. Moreover, the covenants and enforcement rights contained in Section I, Streets, Easements, and Utilities, whether express or implied, shall inure to the benefit of and be enforceable by the City of Tulsa, Oklahoma.

B. DURATION AND AMENDMENT

Private restrictions set forth are covenants that shall run with the land, unless, by a majority vote of the then owners of the land within the subdivision it is agreed with the approval of the Tulsa Metropolitan Area Planning Commission and the City of Tulsa, Oklahoma, or as otherwise provided by law, to terminate such restrictions in whole or in part; PROVIDED, such restrictions may be amended or modified at any time by a majority of the then owners of the land within the subdivision with the approval of the Tulsa Metropolitan Area Planning Commission and the City of Tulsa, Oklahoma, or as otherwise provided by law.

C. SEVERABILITY

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

IN WITNESS WHEREOF: the Tulsa Development Authority, a public body corporate and Albertson's Inc., a Delaware corporation, have executed this instrument this \_\_\_ day of \_\_\_, 20\_\_\_.

TULSA DEVELOPMENT AUTHORITY A public body corporate ALBERTSON'S INC., A Delaware corporation Lincoln V. Sharp, Jr. Vice President, Real Estate Law Date Signed: Date Signed:

ATTEST:

Date Attested: Secretary

APPROVED:

Date Approved: Darven L. Brown, Attorney

STATE OF IDAHO County of Ada On this day of \_\_\_, 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared Lincoln V. Sharp, Jr., known or identified to me to be the Vice President, Real Estate Law, of Albertson's, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho Residing at: My commission expires:

STATE OF OKLAHOMA ) ss. COUNTY OF TULSA ) On this day of \_\_\_, 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_, known or identified to me to be the person who executed the instrument on behalf of said entity, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC for Oklahoma Residing at: My commission expires:

CERTIFICATE OF SURVEY

White Surveying Company, an Oklahoma corporation, by the undersigned, a Registered Professional Land Surveyor in the State of Oklahoma, does hereby certify that the tract of land described hereon has been carefully surveyed, subdivided and platted and that the plat attached hereto and designated as "GATEWAY PLAZA" is a true representation of said survey and is in conformance with the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma Board of Registration for Professional Engineers and Land Surveyors.

Jimmy G. Smith, RPLS 1373

STATE OF OKLAHOMA ) ss. COUNTY OF TULSA ) This instrument was acknowledged before me on this \_\_\_ day of \_\_\_, 2001, by Jimmy G. Smith, RPLS.

Notary Public

My Commission Expires: \_\_\_\_\_