

# NINETY ONE - PHASE 3

AN ADDITION TO THE CITY OF BROKEN ARROW,  
TULSA COUNTY, OKLAHOMA  
A PART OF THE SW/4, SECTION 13, T18N, R14E, I.M.

**CURRENT OWNER:**  
BA 91, LLC  
DAVID FRYE  
4058 N. COLLEGE SUITE 300 BOX 9  
FAYETTEVILLE, AR 72703  
479-455-9090

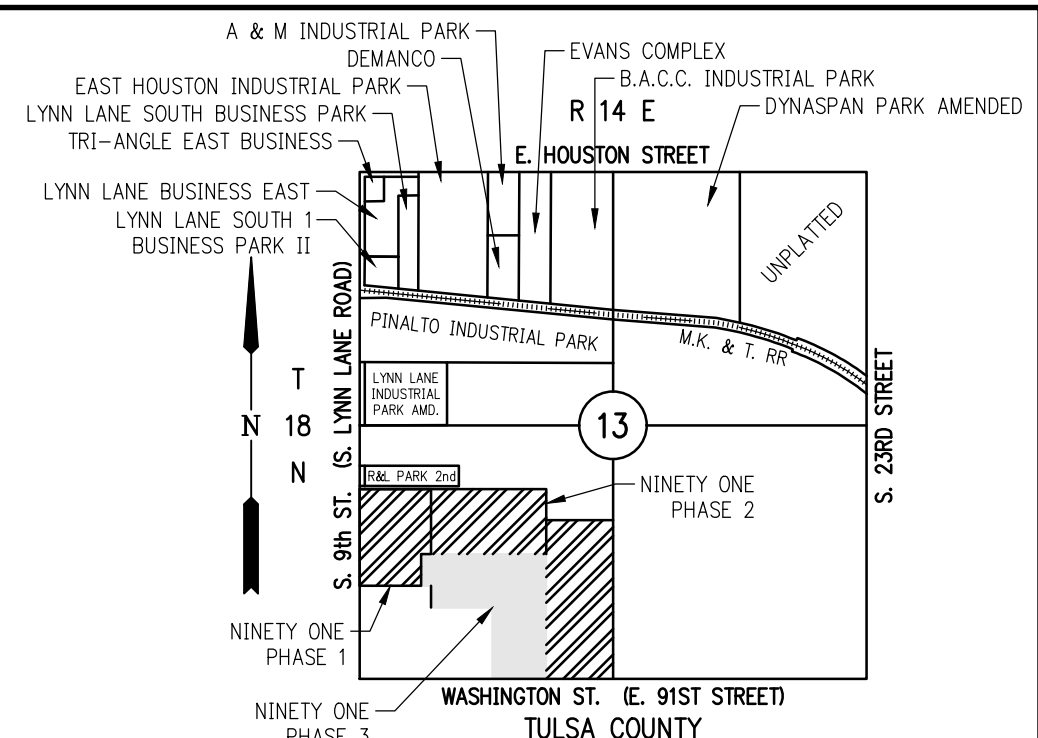
**ENGINEER/SURVEYOR:**  
CRAFTON TULL  
220 E. 8th ST.  
TULSA, OK 74119  
PH 918.584.0347

**CERTIFICATION OF AUTHORIZATION:**  
CA 973 (PE/LS) EXPIRES 6/30/2018

**SITE INFORMATION:**

ADDRESS: 91st ST S & LYNN LANE  
ZONING: RS-3  
LOTS: 68  
BLOCKS: 4  
AREA: 26.28 ACRES  
CITY OF BROKEN ARROW

WATER SUPPLY: 7000  
MINIMUM LOT SF (EA): 7000  
MINIMUM FRONT BUILDING SETBACK: 25 FT  
MINIMUM REAR BUILDING SETBACK: 20 FT  
MINIMUM SIDE SETBACKS: 5 FT  
MINIMUM FRONT LOT UTILITY ESMT: 15 FT  
MINIMUM REAR LOT UTILITY ESMT: 11 FT  
MINIMUM PROPERTY PERIMETER ESMT: 17.5 FT



**LOCATION MAP**  
SCALE IN FEET  
0 2000



**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	61.87'	183.00'	019°22'18"	S14° 15' 04"E	61.58'
C2	11.00'	183.09'	003°26'27"	S25° 39' 33"E	10.99'
C3	5.20'	231.60'	001°17'16"	S26° 44' 24"E	5.20'
C5	62.97'	233.00'	015°29'04"	S18° 21' 28"E	62.78'
C6	38.14'	233.01'	009°22'39"	S05° 55' 35"E	38.09'
C7	39.27'	25.00'	090°00'00"	S46° 14' 15"E	35.36'
C8	14.08'	31.00'	026°01'23"	N75° 45' 04"E	13.96'
C9	39.84'	52.00'	043°53'40"	N84° 41' 12"E	38.87'
C10	29.98'	50.60'	033°56'39"	S56° 37' 25"E	29.54'
C11	44.27'	47.07'	053°52'41"	S14° 57' 53"E	42.65'
C12	14.72'	28.60'	029°29'06"	S13° 20' 31"W	14.56'
C13	14.08'	31.00'	026°01'23"	S14° 46' 26"W	13.96'
C14	14.08'	31.00'	026°01'23"	S14° 41' 56"E	13.96'
C15	17.44'	52.00'	019°13'01"	S17° 39' 07"E	17.36'
C16	20.53'	52.00'	022°37'12"	S03° 15' 59"W	20.40'
C17	39.41'	52.00'	043°25'15"	S36° 17' 12"W	38.47'
C18	51.54'	52.00'	056°47'18"	S86° 23' 29"W	49.46'
C19	14.08'	31.00'	026°01'23"	N78° 13' 34"W	13.96'
C20	39.29'	25.00'	090°03'20"	S43° 44' 05"W	35.37'
C21	39.25'	25.00'	089°56'44"	N46° 15' 56"W	35.34'
C22	14.06'	31.00'	025°58'59"	S75° 46' 16"W	13.94'
C23	17.28'	52.00'	019°02'05"	S72° 17' 49"W	17.20'
C24	36.15'	52.00'	039°49'54"	N78° 16' 07"W	35.43'
C25	32.79'	52.00'	036°07'27"	N40° 17' 18"W	32.25'
C26	42.65'	52.00'	046°59'29"	N01° 16' 13"E	41.46'
C27	9.61'	31.00'	017°45'54"	N15° 53' 00"E	9.57'
C28	4.46'	31.00'	008°14'20"	N02° 52' 54"E	4.45'
C29	8.59'	24.26'	020°17'44"	N22° 28' 44"W	8.55'
C30	34.38'	52.00'	037°52'57"	N08° 18' 00"W	33.76'
C31	37.58'	52.00'	041°24'12"	N31° 20' 35"E	36.76'
C32	47.55'	52.00'	052°23'44"	N78° 14' 33"E	45.91'
C33	9.35'	52.02'	010°18'01"	S70° 24' 30"E	9.34'

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C34	14.06'	31.00'	025°58'59"	S78° 14' 46"E	13.94'
C35	39.27'	25.00'	090°00'00"	N43° 45' 45"E	35.36'
C36	39.27'	25.00'	090°00'38"	N46° 14' 34"W	35.36'
C37	39.27'	25.00'	089°59'22"	S43° 45' 26"W	35.35'
C38	14.07'	31.00'	026°00'46"	S14° 14' 38"E	13.95'
C39	33.12'	52.00'	036°29'15"	S09° 00' 24"E	32.56'
C40	49.77'	52.00'	054°50'11"	S36° 39' 20"W	47.89'
C41	46.01'	52.00'	050°41'28"	S89° 25' 09"W	44.52'
C42	14.07'	31.00'	026°00'46"	N78° 14' 30"W	13.95'
C43	47.12'	30.00'	089°59'22"	S43° 45' 26"W	42.42'
C44	26.30'	425.00'	003°32'42"	S00° 32' 06"W	26.29'
C45	4.67'	425.00'	000°37'45"	S02° 37' 19"W	4.67'
C46	16.41'	18.00'	052°13'30"	S23° 10' 33"E	15.84'
C47	47.12'	30.00'	089°59'22"	S43° 45' 26"W	42.42'
C48	49.44'	60.04'	047°10'37"	S23° 20' 08"W	48.05'
C49	44.80'	60.05'	042°44'45"	S68° 20' 36"W	43.77'
C50	41.30'	60.00'	039°26'15"	N70° 33' 23"W	40.49'
C51	40.56'	60.00'	038°44'05"	N31° 28' 14"W	39.79'
C52	54.43'	60.00'	051°58'36"	N13° 53' 07"E	52.58'
C53	24.79'	60.00'	023°40'32"	N51° 42' 40"E	24.62'
C54	19.36'	18.00'	061°37'30"	N32° 44' 11"E	18.44'
C55	39.27'	25.00'	090°00'38"	N46° 14' 34"W	35.36'
C56	39.27'	25.00'	089°59'22"	S43° 45' 26"W	35.35'
C57	12.10'	183.00'	003°47'13"	S03° 07' 51"E	12.09'
C58	62.00'	183.00'	019°24'38"	S14° 43' 47"E	61.70'
C59	9.41'	182.87'	002°56'50"	S25° 54' 25"E	9.41'
C60	106.52'	233.00'	026°11'35"	S14° 17' 00"E	105.59'
C61	47.12'	30.00'	090°00'00"	N46° 14' 15"W	42.43'
C62	47.12'	30.00'	090°00'00"	N43° 45' 45"E	42.43'
C63	47.08'	30.00'	089°54'43"	S46° 12' 21"E	42.39'
C64	47.12'	30.00'	090°00'00"	S43° 45' 45"W	42.43'

**PARCEL LINE TABLE**

LINE #	LENGTH	DIRECTION
L1	35.37'	S43° 46' 58"W
L2	5.06'	S01° 11' 13"E
L3	20.00'	S28° 48' 47"W
L4	37.63'	S01° 40' 16"E
L5	7.63'	N88° 45' 45"E
L6	14.14'	S01° 14' 15"E
L7	36.54'	N25° 55' 35"W
L8	26.84'	N01° 11' 13"W
L9	20.00'	S31° 11' 13"E
L10	35.34'	S46° 13' 03"E
L11	21.27'	N88° 45' 07"E
L12	20.79'	N01° 15' 56"W
L13	10.07'	N01° 15' 00"W

**FLOODPLAIN REFERENCE**

FIRM PANEL NO. 40143C0392KL DATED AUGUST 3, 2009 CLASSIFIES THE PROPERTY DESCRIBED HEREON AS ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.

**BENCHMARK**

BA 26  
OKLAHOMA NORTH ZONE 3501  
HORIZONTAL DATUM NAD 83 (1993)  
NORTHING: 383229.887  
EASTING: 2630291.884  
VERTICAL DATUM NAVD 1988  
ELEV. 670.307'  
DESCRIPTION OF BENCHMARK  
5/8" REBAR - 1 1/2" ALUMINUM  
CAP - FLUSH-STAMPED "BA26" SET  
S.E. OF 91ST ST. AND 193RD E. AVE.

**BASIS OF BEARING**

THE WEST LINE OF THE SW/4 OF SECTION 13, T18N, R14E, I.M. N 01°17'35" W

**PROPERTY DESCRIPTION**

A TRACT OF LAND BEING A PART OF THE SOUTH HALF (S/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA. BEARINGS BASED UPON THE STATE PLANE COORDINATES AND EVIDENCE FOUND IN THE FIELD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, I.M., THENCE S 88°45'07" W ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 580.68 FEET, THENCE N 01°18'21" W A DISTANCE OF 741.94 FEET, THENCE S 88°45'45" W A DISTANCE OF 642.34 FEET, THENCE N 01°15'55" W A DISTANCE OF 249.52 FEET, THENCE S 88°45'28" W A DISTANCE OF 103.08 FEET TO THE SOUTHEAST CORNER OF RESERVE AREA "A" OF NINETY ONE-PHASE I, A RE-PLAT OF THE CROSSING AT LYNN LANE, AN ADDITION TO THE CITY OF BROKEN ARROW, THENCE N 01°07'26" W ALONG SAID PHASE I A DISTANCE OF 330.50 FEET TO THE NORTHEAST CORNER OF SAID RESERVE, THENCE N 88°45'45" E A DISTANCE OF 102.26 FEET TO THE SOUTHWEST CORNER OF NINETY ONE-PHASE II, AN ADDITION TO THE CITY OF BROKEN ARROW, THENCE CONTINUING N 88°45'45" E ALONG THE SOUTH LINE OF SAID PHASE II A DISTANCE OF 1,222.63 FEET FOR A TOTAL DISTANCE OF 1,324.89 FEET, THENCE S 01°18'19" E A DISTANCE OF 1,321.84 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE SOUTH 50.00 FEET FOR ROADWAY DEDICATION, CONTAINING 26.28 ACRES, MORE OR LESS.

SAID TRACT OF LAND IS SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION

**LINEWORK LEGEND**

- RIGHT OF WAY LINE (R/W)
- EASEMENT
- SECTION LINE
- PERIMETER PROPERTY LINE
- LOT LINE
- BUILDING SET BACK

**LEGEND**

- SYMBOLS
- UTILITY EASEMENT
- FENCE EASEMENT
- T.A.E. TEMPORARY ACCESS EASEMENT
- B.L. BUILDING LINE SETBACK
- L.A. LIMITS OF ACCESS
- L.N.A. LIMITS OF NO ACCESS
- R/W RIGHT OF WAY
- (73.70) BUILDING PAD ELEVATION
- D/E DRAINAGE EASEMENT
- (1113) STREET ADDRESS
- 3/8" IRON PIN W/YELLOW CAP STAMPED "CTA CA 973" TO BE SET AT PROPERTY CORNERS

APPROVED \_\_\_\_\_ by the City Council of the City of Broken Arrow, Oklahoma  
Mayor  
Attest: City Clerk

**DETERMINATION NUMBER: DD-42116-06**

**CASE NO. XXXX-XXXX-X**



# NINETY ONE - PHASE 3

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

A PART OF THE SW/4, SECTION 13, T-18-N, R-14-E

NINETY ONE - PHASE 3

## DEED OF DEDICATION

### PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE 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, 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 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 RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED AND 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.

### SECTION I. STREETS AND UTILITIES

#### 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, 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 SEWERS 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 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.
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.

#### PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOTS SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON THE LOT, IN THE EVENT THAT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, NATURAL GAS, CABLE TELEVISION OR TELEPHONE SERVICE.

#### CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED BY THE CITY UNTIL AFTER COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY. 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-INVESTOR'S OWN RISK.

#### UNDERGROUND SERVICE

- 1. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER BOUNDARIES 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 EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT.
2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY 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 HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE EXTENDING FROM THE SERVICE PEDESTAL, 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 OF 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 SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
5. THE OWNER OF EACH 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 EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

#### GAS SERVICE

- 1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

#### SIDEWALKS

- 1. SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA STANDARDS.
2. THE DEVELOPER IS RESPONSIBLE FOR CONSTRUCTING THE SIDEWALK ALONG ALL ARTERIAL STREETS AND ALONG THE RESERVE AREAS ADJACENT TO A STREET.

### SECTION II. HOMEOWNERS' ASSOCIATION

#### A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOME OWNERS ASSOCIATION (HOA) AS PART OF PREVIOUSLY RECORDED PLAT FOR NINETY-ONE - PHASE 1 FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, AND SCREENING FENCES AND LANDSCAPE AREAS ALONG ARTERIALS AND THE NORTH BOUNDARY, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE LOTS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS ADJOINING THE SUBDIVISION AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER TO THE GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOME OWNERS ASSOCIATION, SUCH AS THIS NINETY-ONE - PHASE 3, AS WELL AS FUTURE PHASES OF NINETY-ONE AND WHICH WILL BE UNDER THE JURISDICTION OF THE HOME OWNERS ASSOCIATION AND WHICH IS HEREBY ANNEXED AND ADDED THERETO.

#### B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF A FEE INTEREST IN A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO, AND SHALL NOT BE SEPARATED FROM, THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

#### C. COVENANT FOR ASSESSMENTS

EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE COVENANTS AND THE BYLAWS OF THE HOMEOWNERS ASSOCIATION, TO BE EXECUTED AND RECORDED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOMEOWNERS ASSOCIATION, AND SAID ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

#### D. MAINTENANCE OF COMMON AREAS

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 8' FENCE AND THE 3' FENCE EASEMENT ALONG THE NORTH BOUNDARY.

### SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION AND SEVERABILITY

#### A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND. THE SAME SHALL BE BINDING UPON ALL OWNERS OF PROPERTY IN THE SUBDIVISION. WITHIN THE PROVISIONS OF SECTION I, STREETS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITH SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, 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.

#### B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2040, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS.

#### C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME, WHETHER PRIOR TO OR AFTER JANUARY 1, 2040, BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. OWNER MAY SUPPLEMENT OR AMEND THE COVENANTS STATED HEREIN, BUT ANY SUCH AMENDMENT MAY NOT CONFLICT WITH THE COVENANTS SET FORTH ON THIS PAGE WITHOUT THE APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK.

#### D. SEVERABILITY

INVALIDATION OF ANY RESTRICTIONS SET FORTH HEREIN, OR ANY PART OF, BY AND 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.

### OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THE PRESENTS:

BA 91 LLC, HEREINAFTER CALLED "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN TULSA COUNTY, OKLAHOMA, TO-WIT:

#### LEGAL DESCRIPTION

A TRACT OF LAND BEING A PART OF THE SOUTH HALF (S/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA. BEARINGS BASED ON THE STATE PLANE COORDINATES AND EVIDENCE FOUND IN THE FIELD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, 1.M. THENCE S 88°45'07" W ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 580.68 FEET, THENCE N 01°18'21" W A DISTANCE OF 741.94 FEET, THENCE S 88°45'45" W A DISTANCE OF 642.34 FEET, THENCE N 01°15'55" W A DISTANCE OF 249.52 FEET, THENCE S 88°45'28" W A DISTANCE OF 103.08 FEET TO THE SOUTHEAST CORNER OF RESERVE AREA 'A' OF NINETY ONE-PHASE I, A RE-PLAT OF THE CROSSING AT LYNN LANE 1, AN ADDITION TO THE CITY OF BROKEN ARROW, THENCE N 01°07'26" W ALONG SAID PHASE I A DISTANCE OF 330.50 FEET TO THE NORTHEAST CORNER OF SAID RESERVE, THENCE N 88°45'45" E A DISTANCE OF 102.26 FEET TO THE SOUTHWEST CORNER OF NINETY ONE-PHASE II, AN ADDITION TO THE CITY OF BROKEN ARROW, THENCE N 88°45'45" E ALONG THE SOUTH LINE OF SAID PHASE II A DISTANCE OF 1,222.63 FEET, THENCE S 01°18'19" E A DISTANCE OF 1321.84 FEET, THENCE S 88°45'07" W A DISTANCE OF 580.68 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE SOUTH 50.00 FEET FOR ROADWAY DEDICATION. CONTAINING 26.28 ACRES, MORE OR LESS.

SAID TRACT OF LAND IS SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO XX LOTS IN XXXX (X) BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "NINETY ONE - PHASE 3", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAVE CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017,

BA 91 LLC

BY \_\_\_\_\_ DAVID C. FRYE, MANAGER

### SURVEYOR'S CERTIFICATE

I, JENNIFER L. WHITEY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "NINETY ONE - PHASE 3", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

JENNIFER L. WHITEY OK. RPLS 1517 DATE:



### NOTARY PUBLIC

STATE OF ARKANSAS )
) SS:
WASHINGTON COUNTY )

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, PERSONALLY APPEARED \_\_\_\_\_ OWNER/DEVELOPER OF NINETY ONE - PHASE 3, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGING MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN. MY COMMISSION EXPIRES: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

NOTARY PUBLIC

### NOTARY PUBLIC

STATE OF OKLAHOMA )
) SS:
TULSA COUNTY )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, PERSONALLY APPEARED JENNIFER L. WHITEY, SURVEYOR OF NINETY ONE - PHASE 3, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT EXECUTED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN. MY COMMISSION EXPIRES: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

NOTARY PUBLIC

Backflow Preventer Table\* with columns: Block #, Lot #, Lot Elevation, Upstream MH Elevation, Backflow Preventer. Rows 1-44.

\*If the finished floor slab of the residence is 12" or less high relative to the next upstream manhole, then a backflow preventer valve is required by Section 24 of the City Code.

DETENTION DETERMINATION NUMBER: DD-42116-06

CASE NO. XXXX-XXXX-X

SHEET 2 OF 2