

**OWNER**

51 WEST CENTER LLC  
PHONE: 918.605.1007  
EMAIL: Maxh@SVN.com  
ATTN: MAX HEIDENREICH

**ENGINEER/SURVEYOR**

AAB ENGINEERING LLC  
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2022  
PO BOX 2136  
SAND SPRINGS, OK 74063  
PHONE: 918.514.4283  
FAX: 918.514.4288  
EMAIL: ALAN @ AABENG.COM

DRAWING SCALE: 1" = 50'

**PRELIMINARY PLAT**

PUD 336

# 51 West

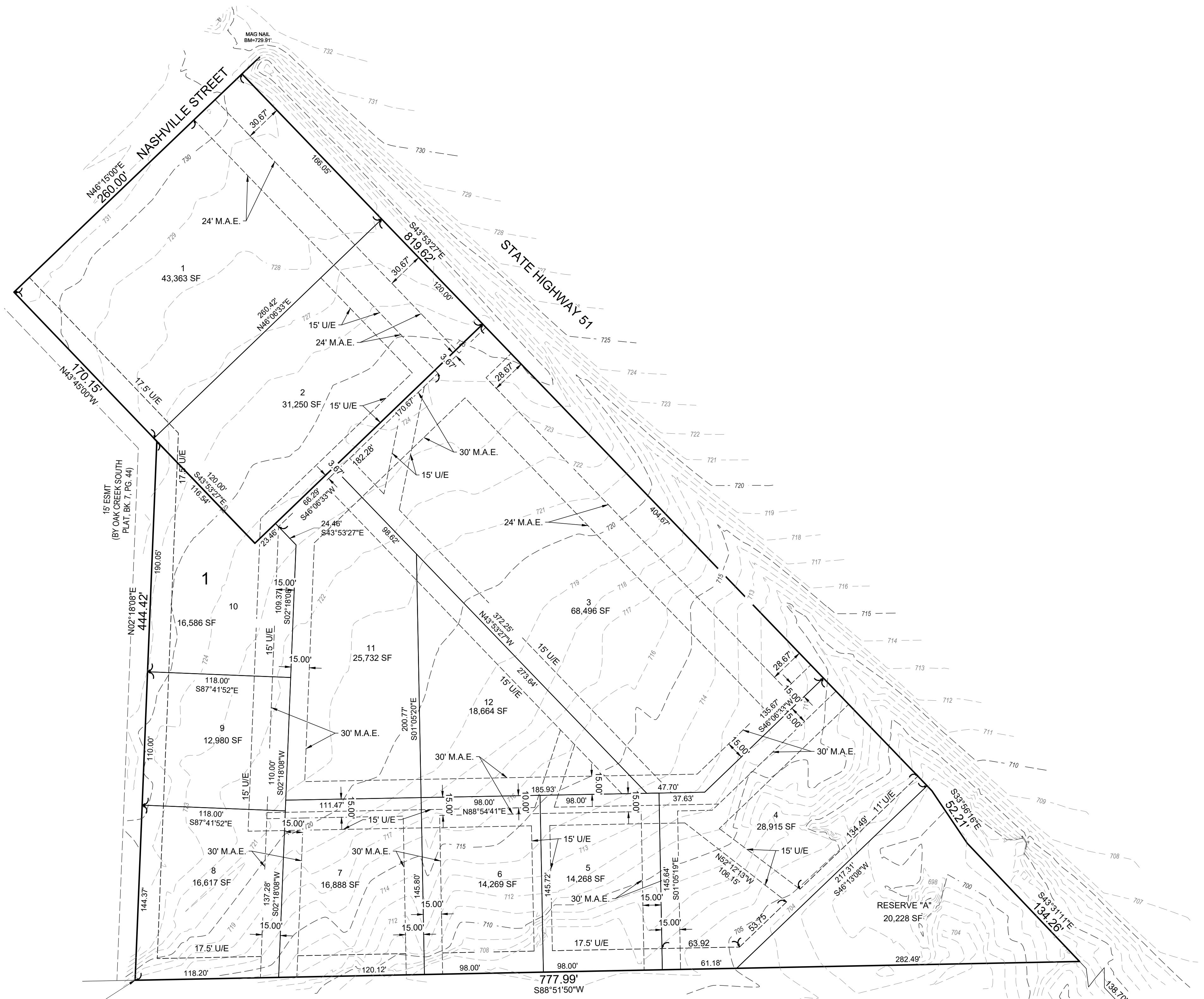
A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA

**LEGEND**

BIL	BUILDING LINE
LNA	LIMITS OF NO ACCESS
PUB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
BK	BOOK
PG	PAGE
M.A.E.	MUTUAL ACCESS EASEMENT
BM	BENCHMARK

**FLOODPLAIN**

ALL OF THE PROPERTY IS CONTAINED IN FEMA ZONE X (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FIRM PANEL "40143C0353L" DATED OCTOBER 16, 2012 AS WELL AS OUT OF THE CITY OF TULSA REGULATORY FLOODPLAIN.

**CONTACTS**

MUNICIPAL AUTHORITY CITY OF BROKEN ARROW 220 S. FIRST ST. BROKEN ARROW, OK 74012	UTILITY OKLAHOMA NATURAL GAS COMPANY 2319 W. EDISON ST. TULSA, OK 74127 918-834-8000	PUBLIC SERVICE COMPANY OF OKLAHOMA 212 E. 6TH ST. TULSA, OK 74119 1-888-216-3523
AT&T 1403 S. LEWIS TULSA, OK 74104 918-712-1803	COX COMMUNICATIONS 11811 EAST 51ST STREET TULSA, OK 74145 918-286-4658	

**SUBDIVISION STATISTICS**

SUBDIVISION CONTAINS 12 LOTS IN 1 BLOCK,  
WITH ONE RESERVE.  
BLOCK 1, 12 LOTS (7.07 ACRES)  
RESERVE "A" (0.46 ACRES)

**WATER & SEWER**

ALL WATER AND SANITARY SEWER SERVICES WILL  
BE SUPPLIED AND MAINTAINED BY THE CITY OF  
BROKEN ARROW, OKLAHOMA.

Approved by the City Council of the City of  
Broken Arrow, Oklahoma on \_\_\_\_\_.

MAYOR

ATTEST: CITY CLERK

**SUBDIVISION DATA**

BENCHMARK  
MAGNAIL LOCATED APPROXIMATELY 24 FEET NORTH  
AND 9 FEET WEST OF THE NORTH EAST CORNER OF LOT  
1, BLOCK 1.  
ELEV=729.91' (NAVD 88)  
BASIS OF BEARINGS  
ASSUMED NORTH 88°51'50" EAST ALONG THE  
SOUTH LINE OF SAID PROPERTY.  
MONUMENTATION  
A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP  
STAMPED "AAB22" TO BE SET AT ALL LOT CORNERS, ALL  
STREET CENTERLINE INTERSECTIONS, POINTS OF  
CURVE, POINTS OF TANGENT, POINTS OF COMPOUND  
CURVE, POINTS OF REVERSE CURVE, CENTER OF  
CUL-DE-SACS AND CENTER OF EYEBROWS, AFTER  
COMPLETION OF IMPROVEMENTS, UNLESS NOTED  
OTHERWISE.

PRELIMINARY PLAT

# 51 West

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PUD No. 336

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**DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

KNOW ALL PERSON BY THESE PRESENTS:

THAT 51 WEST CENTER, LLC, HEREINAFTER REFERRED TO AS "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE/4), SAID POINT BEING THE SOUTHEAST CORNER OF LOT FIVE (5), BLOCK SIXTEEN (16), OAK CREEK SOUTH, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF;

THENCE NORTH 02°18'08" EAST ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 444.42 FEET;

THENCE NORTH 43°45'00" WEST ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 170.15 FEET;

THENCE NORTH 46°15'00" EAST ALONG EAST LINE OF SAID PLAT, A DISTANCE OF 260.00 FEET;

THENCE SOUTH 43°53'27" EAST, A DISTANCE OF 819.62 FEET;

THENCE SOUTH 33°56'16" EAST, A DISTANCE OF 52.21 FEET;

THENCE SOUTH 43°31'11" EAST, A DISTANCE OF 134.26 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE/4);

THENCE SOUTH 88°51'50" WEST ALONG SOUTH LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 777.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 328.218 SQUARE FEET OR 7.53 ACRES.

AND THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO TWELVE (12) LOTS IN FIVE (5) BLOCKS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "51 WEST", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA.

**SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES**

**A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS**

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW 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 AFRORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES AND SEWER LINES, EXCLUDING GAS LINES AND GAS SERVICE 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 SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. 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 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

**B. UTILITY SERVICE**

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG STATE HIGHWAY 51. ALL OTHER SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL, TRANSFORMER OR GAS SERVICE LINE TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT THE 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 AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT COVERING FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, 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 UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES.

THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FOR IN THIS PARAGRAPH I.B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

**C. WATER AND SANITARY SEWER SERVICE**

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND PUBLIC SANITARY SEWER MAINS LOCATED ON THEIR LOT.
- WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF BROKEN ARROW WOULD INTERFERE WITH PUBLIC WATER AND SANITARY SEWER MAINS SHALL BE PROHIBITED.
- THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER AND SANITARY SEWER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE THE 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 WATERLINES, SANITARY SEWER, OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

**D. GAS SERVICE**

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF THE GAS SERVICE.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH 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 OF THE LOT SHALL PAY FOR THE DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER, OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

**E. SURFACE DRAINAGE**

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION 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 THEIR LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

**F. PAVING AND LANDSCAPING WITHIN EASEMENTS**

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY PERMITTED LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREA DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

**G. PRIVATE STREETS**

PRIVATE STREETS AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREIN ESTABLISHED BY GRANT OF THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE COMMERCIAL LOTS WITHIN 51 WEST THEIR GUESTS AND INVITES, FOR THE PURPOSE OF CONSTRUCTING PRIVATE STREETS PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS LOTS IN THE 51 WEST, TO AND FROM PUBLIC STREETS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORMWATER RUNOFF, FOR UTILITIES AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A ASSOCIATION TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE SUBDIVISION.

THE OWNER HEREIN GRANTS TO THE CITY OF BROKEN ARROW, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE OR SERVICE PROVIDER HIRED BY THE ASSOCIATION, INCLUDING, WITHOUT LIMITATION LAWN AND/OR LANDSCAPING CONTRACTORS, WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS, AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

THE OWNER, FOR ITSELF AND ITS SUCCESSOR ASSOCIATION HEREIN COVENANTS WITH THE CITY OF BROKEN ARROW, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, TO:

- CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS, AND MEETING OR EXCEEDING THE FOLLOWING STANDARDS:

- SURFACING WIDTH SHALL BE NOT LESS THAN 24' MEASURED FACE OF CURB TO FACE OF CURB;

b. STREETS SHALL BE CURBED;

c. GUTTERS, BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS MEETING THE NOW EXISTING STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, FOR MINOR COMMERCIAL PUBLIC STREETS;

d. THE MAXIMUM VERTICAL GRADE OF PRIVATE STREETS SHALL BE 6 PERCENT.

2. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY ANY FIRE VEHICLE, FROM FREE USAGE OF THE PRIVATE STREETS.

3. SECURE INSPECTION BY THE CITY OF BROKEN ARROW, OKLAHOMA OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF BROKEN ARROW, OKLAHOMA THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF BROKEN ARROW, OKLAHOMA DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A REGISTERED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE BROKEN ARROW PLANNING COMMISSION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

THE OWNER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT THE PRIVATE STREETS DO NOT MEET THE CITY OF BROKEN ARROW, OKLAHOMA STANDARD AS TO WIDTH OF RIGHT-OF-WAY, AND FURTHER ACKNOWLEDGES THAT THE CITY OF BROKEN ARROW, OKLAHOMA SHALL HAVE NO DUTY TO MAINTAIN ANY OF THE PRIVATE STREETS WITHIN THE SUBDIVISION, OR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF ANY PRIVATE STREET WITHIN THE SUBDIVISION.

**I. LIMIT OF NO ACCESS**

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO STATE HIGHWAY 51 WITHIN THE BOUNDS DESIGNATED "LNA" OR "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT.

**J. RESERVE A**

THE USE OF RESERVE A SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, UTILITIES AND COMMON SIGNAGES. RESERVE A SHALL SUBSEQUENTLY BE CONVEYED TO THE PROPERTY OWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE.

# PRELIMINARY PLAT

# 51 West

## OWNER/DEVELOPER

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ATTN: MAX HEIDENREICH

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## SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "51 WEST" WAS SUBMITTED AS PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 336, AND PUD 336 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON JULY 15, 2019 AND APPROVED BY THE BROKEN ARROW CITY COUNCIL ON JULY 22, 2019.

WHEREAS, OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO.

THEFORE, OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON OWNER, ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE BY OWNER, ANY PERSON OWNING A LOT IN "51 WEST" AND BY THE CITY OF BROKEN ARROW AS HEREINAFTER SET FORTH.

### A. GENERAL STANDARDS

THE DEVELOPMENT OF 51 WEST SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE, AS SUCH PROVISIONS EXISTED APRIL 14TH, 2022, OR AS MAY BE SUBSEQUENTLY AMENDED.

### B. DEVELOPMENT STANDARDS

#### 1. COMMERCIAL DEVELOPMENT STANDARDS (DEVELOPMENT AREA A)

THE INTENDED USE FOR THIS AREA IS TO ESTABLISH A COMMERCIAL AREA ON THE HIGHWAY 51 FRONTAGE. DEVELOPMENT AREA A SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE CG DISTRICT OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS MODIFIED BY THIS DOCUMENT.

PERMITTED USES: ALL USES DEFINED IN CG ZONING DISTRICT

DIMENSIONAL STANDARDS: AS DEFINED IN THE CURRENT CG ZONING DISTRICT GUIDELINES.

GROSS LAND AREA: 3.11 ACRES

#### 2. OFFICE DEVELOPMENT STANDARDS (DEVELOPMENT AREA B)

THE INTENDED USE FOR THIS AREA ADJACENT TO THE OAK CREEK SOUTH ADDITION IS LIMITED TO NEIGHBORHOOD OFFICE USES ONLY. DEVELOPMENT AREA B SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE ON DISTRICT TO THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS MODIFIED BY THIS DOCUMENT.

PERMITTED USES: ALL USES DEFINED IN ON ZONING DISTRICT

DIMENSIONAL STANDARDS: AS DEFINED IN THE CURRENT ON ZONING DISTRICT GUIDELINES.

GROSS LAND AREA: 1.06 ACRES

#### 3. OFFICE WAREHOUSE DEVELOPMENT STANDARDS (DEVELOPMENT AREA C)

THE INTENDED USE FOR THIS AREA IS TO ESTABLISH OFFICE WAREHOUSE ADJACENT TO THE CREEK 51 BUSINESS PARK TO THE SOUTH. DEVELOPMENT AREA C SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE CG AND IL DISTRICT OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS MODIFIED BY THIS DOCUMENT.

PERMITTED USES: OFFICE WAREHOUSE AND ALL USES IN CG ZONING DISTRICT GUIDELINES. STATE HIGHWAY 51 IS RECOGNIZED AS AN ARTERIAL STREET, WHICH REQUIRES A 50-FOOT FRONT BUILDING SETBACK LINE.

DIMENSIONAL STANDARDS: AS DEFINED IN THE CURRENT IL ZONING DISTRICT

GROSS LAND AREA: 3.37 ACRES

### C. LANDSCAPE AND SCREENING STANDARDS

THE PUD SHALL BE DEVELOPED IN ACCORDANCE WITH THE LANDSCAPING PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT ALONG STATE HIGHWAY 51. ONE MEDIUM TO LARGE TREE SHALL BE PLANTED PER 30 LINEAL FEET STREET FRONTOAGE. AN 8-FOOT-HIGH SCREENING FENCE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ZONING ORDINANCE ALONG THE ENTIRE WEST BOUNDARY. THE "SMOOTH" SIDE OF THE FENCE SHALL FACE THE RESIDENTIAL USE. IN ADDITION, THE LANDSCAPING REQUIREMENTS OF SECTION 5.2.B.1.D "BUFFERING OF ADJACENT RESIDENTIAL ZONES AND USES" SHALL BE MET. ANY REQUIRED LANDSCAPING THAT FAILS SHALL BE REPLACED IN ACCORDANCE WITH THE ZONING ORDINANCE BY THE NEXT PLANTING SEASON.

### D. ARCHITECTURAL STANDARDS

65% OF THE FRONT AND SIDES OF BUILDINGS WITHIN 200 FEET OF HIGHWAY 51 SHALL BE CONSTRUCTED OF BRICK OR STONE. BEYOND 200 FEET, BUILDINGS SHALL MEET THE MASONRY REQUIREMENTS OF THE ZONING ORDINANCE.

### E. FREESTANDING SIGNS

ANY FREESTANDING SIGN INSTALLED ON THE 7.53 ACRE PARCEL SHALL MEET THE REQUIREMENTS OF SECTION 5.7.D OF THE ZONING ORDINANCE, EXCEPT THAT THE ONE INTEGRATED DEVELOPMENT SIGN SHALL NOT EXCEED 25 FEET IN HEIGHT OR 150 SQUARE FEET.

### F. LIGHTING

SITE LIGHTING SHALL CONFORM TO THE STANDARDS OF CITY OF BROKEN ARROW ZONING ORDINANCE. ALL LIGHT FIXTURES SHALL BE A "SHOE BOX" TYPE FIXTURE WITH THE LIGHT SOURCE POINTING TOWARDS THE GROUND. NO LIGHT POLES ARE ALLOWED IN THE UTILITY EASEMENT NEXT TO STATE HIGHWAY 51. ANY LIGHT POLES PLACED IN A UTILITY EASEMENT THAT IS NOT ADJACENT TO STATE HIGHWAY 51 SHALL HAVE THE FOLLOWING NOTE, "PROPERTY OWNER(S) ASSUMES ALL LIABILITY AND REPLACEMENT RESPONSIBILITIES FOR ANY DAMAGE TO LIGHT POLES PLACED IN UTILITY EASEMENTS." ANY LIGHTS PLACED ON THE OUTSIDE OF THE BUILDING SHALL BE SHIELDED WITH THE LIGHT SOURCE POINTING TOWARD THE GROUND.

### 4. PRIVATE STREETS AND STORM SEWER

MINIMUM WIDTH 24 FT

ALL BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS WHICH MEET THE CITY OF BROKEN ARROW STANDARDS FOR MINOR PUBLIC STREETS. ALL STREETS AND ASSOCIATED STORM WATER INFRASTRUCTURE WITHIN THE PUD WILL BE PRIVATELY MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.

## SECTION III. PROPERTY OWNER'S ASSOCIATION

### C. FORMATION OF PROPERTY OWNER'S ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN "51 WEST" TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION TO PRIVATE STREETS AND RESERVE A FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF "51 WEST". THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, WAGONER COUNTY, OKLAHOMA.

### D. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A LOT WITHIN "51 WEST" SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE LOT.

### E. ASSESSMENT

EACH RECORD OWNER OF A LOT WITHIN "51 WEST" SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE SUBDIVISION.

## SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

### A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTION I, SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNER OF ANY LOT WITHIN "51 WEST" AND/OR THE ASSOCIATION AND/OR THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III, ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNERS OF THE LOTS AND/OR THE ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE AND/OR THE CITY OF BROKEN ARROW, OKLAHOMA MAY BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY LOT WITHIN "51 WEST", AND/OR THE ASSOCIATION AND/OR THE CITY OF BROKEN ARROW TO BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY LOT WITHIN "51 WEST" AND/OR THE ASSOCIATION TO BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IN ANY JUDICIAL ACTION TO ENFORCE THE PROVISIONS OF SECTION III, THE PREVAILING PARTY MAY RECOVER REASONABLE COSTS AND ATTORNEY FEES.

### B. DURATION

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.

### C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, AND SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY 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.

### D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGEMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, 51 WEST CENTER, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT THE 18TH DAY OF APRIL, 2022.

51 WEST CENTER, LLC,  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
MAX HEIDENREICH, OWNER

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 14TH DAY OF APRIL, 2022, BY MAX HEIDENREICH,  
OWNER OF 51 WEST CENTER, LLC

NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_

### CERTIFICATE OF SURVEY

I, JAY P. BISSELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "51 WEST" A SUBDIVISION OF THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JAY P. BISSELL  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1318

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 18TH DAY OF APRIL, 2022,  
PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME  
TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND  
VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC  
MY COMMISSION EXPIRES: NOVEMBER 25, 2023  
COMMISSION NUMBER: 19011877

Conceptual Improvements for:

# 51 West

