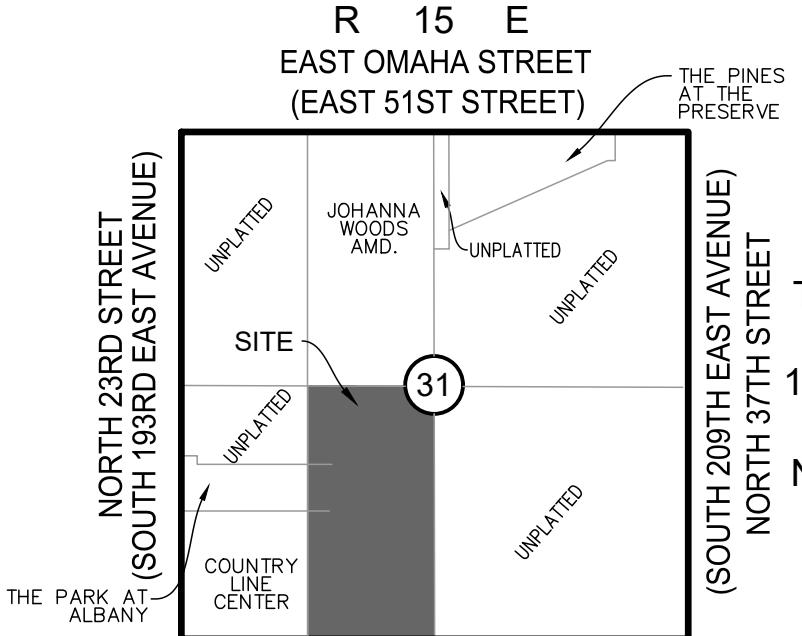
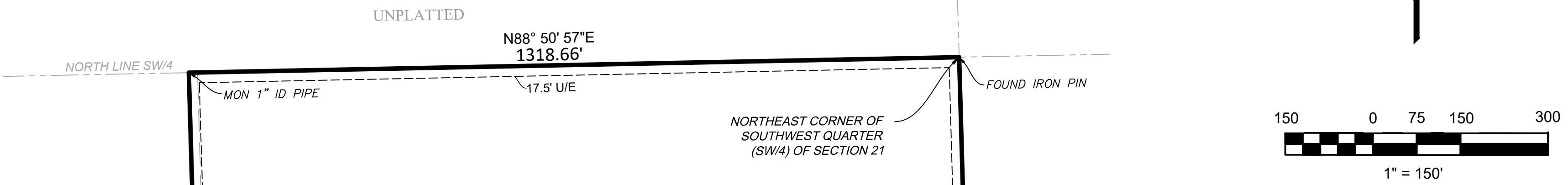


CONDITIONAL FINAL PLAT BROKEN ARROW HS STEM

A TRACT OF LAND IN THE EAST HALF (E/2) OF SOUTH WEST QUARTER (SW/4) OF SECTION THIRTY ONE (31), TOWNSHIP 19 NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.



Location Map
Scale 1" = 2000'

OWNER/DEVELOPER
BROKEN ARROW PUBLIC SCHOOLS - INDEPENDENT SCHOOL DISTRICT NO.3
701 S. MAIN STREET
BROKEN ARROW, OK 74012
CONTACT: MICHELLE BERGWALL, COO
(918) 259-5700

ENGINEER
WALLACE ENGINEERING
STRUCTURAL CONSULTANTS, INC.
123 NORTH MARTIN LUTHER KING JR. BOULEVARD
TULSA, OK 74103
(918) 584-0853
OKLAHOMA CA #1460
EXP DATE 6/30/2021
ATTN: DARREN BURNS P.E.
dburns@wallacecsc.com

SURVEYOR
BENNETT SURVEYING, INC.
210 CHOUTEAU AVENUE
CHOUTEAU, OK 74337
TEL: 918-476-7484
RPLS 1556, CA #4502
EXPIRES 6/30/2019
WADE BENNETT
wade@bennettsurveying.com

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK. LOT ONE CONTAINS 3,477,989 SQUARE FEET, OR 79.844 ACRES MORE OR LESS.

MONUMENTATION

5/8" IRON PINS FOUND AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

BENCHMARK

BENCHMARK 1
3/8" IPS W "ATLAS CONTROL"
PURPLE CAP
N=399.512.213
E=2,631,566.731
ELEV=690.02'

BENCHMARK 2
3/8" IPS W "ATLAS CONTROL"
PURPLE CAP
N=399.178.867
E=2,631,879.554
ELEV=679.85'

BASIS OF BEARINGS

HORIZONTAL DATUM BASED UPON NAD 83 (1993) OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE 3501 VERTICAL DATUM BASED UPON NAVD 88; THE BASIS OF BEARING IS BASED ON THE SOUTH LINE OF SECTION 31 AS BEING N88°53'49"E.

FLOODPLAIN NOTE

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA, MAP NO. 40145C0085J, MAP REVISED: SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

DETENTION DETERMINATION

#DD-101819-34

ADDRESS NOTE

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

BUILDING SETBACK NOTE

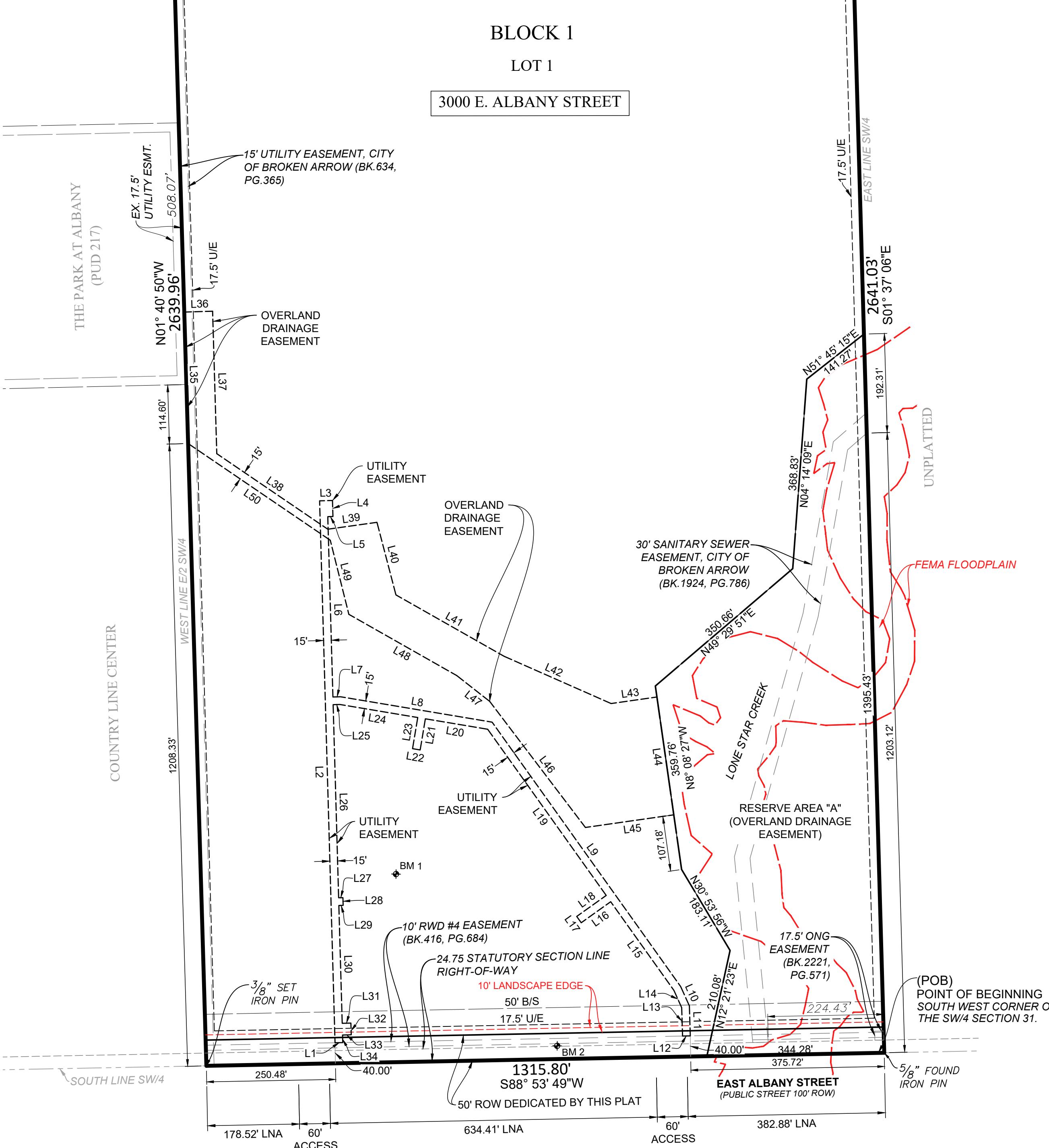
BUILDING SETBACK LINE (B/S) IS SHOWN PER THE CITY OF BROKEN ARROW ZONING CODE AND IS FOR REFERENCE ONLY. BUILDING LINE IS SUBJECT TO MODIFICATION BY THE BROKEN ARROW ZONING CODE AND WITHOUT MODIFICATION TO THIS PLAT.

RED NOTE:
ITEMS SHOWN IN RED ARE FOR REVIEWER REFERENCE ONLY AND SHALL BE REMOVED FOR FINAL PLAT.

LEGEND

B/S BUILDING SETBACK LINE
S/E SCREENING EASEMENT (PRIVACY FENCE)
U/E UTILITY EASEMENT
LNA LIMITS OF NO ACCESS
L1 LINE NUMBER
IPS IRON PIN SET

| LINE TABLE | | | | | | | | |
|------------|-------------|---------------|----------|-------------|---------------|----------|-------------|---------------|
| LINE NO. | LENGTH (FT) | BEARING | LINE NO. | LENGTH (FT) | BEARING | LINE NO. | LENGTH (FT) | BEARING |
| L1 | 15.00 | S88° 53' 49"W | L21 | 61.30 | S9° 30' 32"W | L41 | 241.47 | S60° 25' 13"E |
| L2 | 1052.15 | N1° 37' 51"W | L22 | 15.00 | N80° 29' 28"W | L42 | 226.93 | S66° 10' 26"E |
| L3 | 25.00 | N88° 22' 09"E | L23 | 61.30 | N9° 30' 32"E | L43 | 89.82 | N81° 51' 33"E |
| L4 | 31.16 | S1° 37' 51"E | L24 | 153.25 | N80° 29' 28"W | L44 | 231.04 | S8° 08' 27"E |
| L5 | 10.00 | S88° 22' 09"W | L25 | 13.08 | S88° 15' 32"W | L45 | 173.23 | S81° 51' 33"W |
| L6 | 350.05 | S1° 37' 51"E | L26 | 374.89 | S1° 37' 51"E | L46 | 307.31 | N37° 12' 37"W |
| L7 | 14.53 | N88° 15' 32"E | L27 | 8.35 | N88° 22' 09"E | L47 | 81.14 | N51° 54' 03"W |
| L8 | 298.56 | S80° 29' 28"E | L28 | 15.00 | S1° 37' 51"E | L48 | 240.79 | S60° 25' 13"E |
| L9 | 630.28 | S35° 29' 28"E | L29 | 8.35 | S88° 22' 09"W | L49 | 148.24 | N14° 04' 40"W |
| L10 | 41.16 | S24° 14' 28"E | L30 | 228.78 | S1° 37' 51"E | L50 | 333.70 | S55° 45' 50"E |
| L11 | 58.26 | S1° 44' 28"E | L31 | 16.85 | N88° 22' 09"E | | | |
| L12 | 15.00 | S88° 53' 49"W | L32 | 22.75 | S1° 37' 51"E | | | |
| L13 | 55.11 | N1° 44' 28"W | L33 | 16.85 | S88° 22' 09"W | | | |
| L14 | 36.70 | N24° 14' 28"W | L34 | 14.66 | S1° 37' 51"E | | | |
| L15 | 211.44 | N35° 29' 28"W | L35 | 255.27 | N1° 40' 50"W | | | |
| L16 | 70.25 | S54° 30' 32"W | L36 | 55.00 | N88° 19' 10"E | | | |
| L17 | 15.00 | N35° 29' 28"W | L37 | 276.58 | S1° 40' 50"E | | | |
| L18 | 70.25 | N54° 30' 32"E | L38 | 260.64 | S55° 45' 50"E | | | |
| L19 | 396.15 | N35° 29' 28"W | L39 | 96.34 | N82° 00' 51"E | | | |
| L20 | 122.62 | N80° 29' 28"W | L40 | 145.59 | S14° 38' 51"E | | | |



CASE NUMBER (PT-19-117)
DATE: 12/30/19
BROKEN ARROW HS STEM
CONDITIONAL FINAL PLAT
SHEET 1 OF 2

CONDITIONAL FINAL PLAT BROKEN ARROW HS STEM

Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

Broken Arrow Public Schools, hereinafter referred to as the "Owner", 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 LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-ONE (31) TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION THIRTY-ONE (31); THENCE S88°53'49"E AND ALONG THE SOUTH LINE OF SAID SECTION THIRTY-ONE (31) FOR A DISTANCE OF 1315.80 FEET TO A POINT ON THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER (E2, SW/4); THENCE N01°40'50"W AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER (E2, SW/4) FOR A DISTANCE OF 2639.96 FEET, TO A POINT ON THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER (E2, SW/4); THENCE N88°50'57"E AND ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW/4) FOR A DISTANCE OF 1318.66 FEET, TO A POINT ON THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE S01°37'06"E AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW/4) FOR A DISTANCE OF 2641.03 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER AND THE POINT OF BEGINNING;

LEGAL DESCRIPTION WAS PREPARED ON NOVEMBER 18, 2019 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE SOUTH LINE OF SECTION 31 AS BEING N88°53'49"E.

Owner has caused the above described tract of land to be surveyed, staked, platted and subdivided into 1 Lot, and 1 block (the "Lot") in conformity with the accompanying plat, and has designated the subdivision as "Broken Arrow HS STEM," a subdivision in the City of Broken Arrow, Wagoner County, Oklahoma (hereinafter the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. 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, cable and 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, provided 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 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. The Owner herein imposes a restrictive covenant, which covenant shall be binding on the Owner and its successors and assigns (together, the "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 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.

B. UTILITY SERVICE

- Overhead poles for the supply of electric and communication service may be located in the perimeter utility easements and in the perimeter rights-of-way of the Subdivision. Street light poles or standards may be served by overhead 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 upon the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.
- 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 and streets shown on the plat of the Subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements. 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 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 pedestal or transformer to the service entrance on the structure.
- 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 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 service facilities installed by the supplier of the utility service.
- The Lot Owner shall be responsible for the protection of the overhead and/or underground service facilities located on the Lot and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. Each supplier of these services shall be responsible for ordinary maintenance of overhead and/or underground facilities, but the Lot Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or the Owner's agents or 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 Lot Owner agrees to be bound by these covenants.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- The Lot Owner shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers in this Subdivision.
- Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations from the contours existing upon the completion of the installation of a public water main, sanitary sewer main, or storm sewer main, or any construction activity which would, in the judgment of the City of Broken Arrow or in the judgment of Wagoner County Rural Water District No. 4, interfere with public water mains, sanitary sewer mains and storm sewers, shall be prohibited.
- The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of, sanitary sewer mains and storm sewer mains, but the Lot Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Lot Owner, his agents or contractors.
- Wagoner County Rural Water District No. 4, or its successors, shall be responsible for the ordinary maintenance of public water mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
- The City of Broken Arrow, Oklahoma and Wagoner County Rural Water District No. 4zzzz, or its successors,

shall at all times have right of access to all easementways 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 foregoing covenants set forth in this paragraph shall be enforceable by the City of Broken Arrow, Oklahoma, Wagoner County Rural Water District No. 4 or its successors, and the Lot Owner 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 the Utility Easements shown on the plat or as otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of the facilities installed by the supplier of gas service.
- The Lot Owner shall be responsible for the protection of the underground gas facilities located within the Subdivision 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 contractors.
- The covenants set forth in this subsection shall be enforceable by the supplier of gas service, and the Owner agrees to be bound by these covenants.

E. SURFACE DRAINAGE

The Subdivision shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from streets and easements. The Lot Owner shall not 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 this paragraph shall be enforceable by the Lot Owner and by the City of Broken Arrow, Oklahoma.

F. PAVING AND LANDSCAPING WITHIN EASEMENT

The Lot Owner shall be responsible for the repair of damage to landscaping and paving occasioned by necessary placements, replacements, or maintenance of water, sewer, storm sewer, natural gas, communication, cable television, or electric facilities within the utility easement areas 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. OVERLAND DRAINAGE EASEMENT

- The Owner does hereby dedicate to the public perpetual easements on, over, and across those areas designated on the accompanying plat as "Overland Drainage & Utility Easement" for the purpose of permitting the overland flow, conveyance, and discharge of stormwater runoff within the Subdivision and from properties outside the Subdivision.
- Drainage facilities located within overland drainage easements shall be constructed in accordance with the adopted standards of the City of Broken Arrow, Oklahoma, and plans and specifications approved by the City of Broken Arrow, Oklahoma.
- No fence, wall, building or other obstruction shall be placed or maintained within an overland drainage easement nor shall there be any alteration of the grade in the easements unless approved by the City of Broken Arrow, Oklahoma, provided that the planting of turf shall not require the approval of the City of Broken Arrow, Oklahoma.
- Overland drainage easements located within the Subdivision shall be maintained by the Lot Owner at the Lot Owner's expense in accordance with standards prescribed by the City of Broken Arrow, Oklahoma. In the event the Lot Owner fails to properly maintain the easements located thereon or, in the event of the placement of an obstruction within such easements, or the alteration of grade therein, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the easements and perform maintenance necessary to achieve the intended drainage functions and may remove any obstruction or correct any alteration of grade, and the costs shall be paid by the Lot Owner. In the event the Lot Owner fails to pay the cost of maintenance after receipt of a statement of costs from the City of Broken Arrow, Oklahoma, the City may file a record of a copy of the statement of costs in the land records of the Wagoner County Clerk, and thereafter the costs shall be a lien against the Lot. A lien established as provided above may be foreclosed by the City of Broken Arrow, Oklahoma.

H. RESERVE AREA "A" (OVERLAND DRAINAGE EASEMENT)

- Reserve Area "A", depicted on the accompanying plat as an overland drainage easement, is dedicated to the City of Broken Arrow, Oklahoma, for the purpose of permitting the flow, conveyance, and discharge of storm water runoff from various lots within the subdivision and from properties outside the subdivision.
- Drainage facilities or other improvements constructed in the overland drainage easement shall be in accordance with the adopted standards of the City of Broken Arrow, Oklahoma, and plans and specifications approved by the City of Broken Arrow, Oklahoma.
- No fence, wall, building or other obstruction may be placed or maintained in the overland drainage easement nor shall there be any alteration of the grades of contours in the easement areas unless approved by the City of Broken Arrow, Oklahoma.
- Maintenance of the overland drainage easement shall be by the owner thereof in accordance with standards prescribed by the City of Broken Arrow, Oklahoma. 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 Broken Arrow, 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 Broken Arrow, Oklahoma, may file a record of a copy of the statement of costs, and thereafter the costs shall be a lien against Lot 1, Block 1, which lien may be foreclosed by the City of Broken Arrow, Oklahoma.

SECTION II. 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 Lot Owner and its successors and assigns in title. Within the provisions of Section I, streets, easements and utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within 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 restrictions, to the extent permitted by applicable law, shall be perpetual and 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 hereinafter provided.

C. AMENDMENT

The covenants contained within Section I Streets, easements and utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the Broken Arrow Planning Commission, or its successors with the approval of the City of Broken Arrow, Oklahoma.

D. SEVERABILITY

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

In witness whereof: Broken Arrow Public Schools has executed this instrument this _____ day of _____, 2019.

Broken Arrow Public Schools

BY: _____
Michelle Bergwall, Chief Operating Officer

ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF TULSA _____)
SS: _____

This instrument was acknowledged before me this _____ day of _____, 2019, by Michelle Bergwall as Chief Operating Officer of Broken Arrow Public Schools.

Notary Public

My Commission No: _____
My Commission Expires: _____

[Seal]

CERTIFICATE OF SURVEY

I, R. Wade Bennett, of Bennett Surveying, Inc, 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 Broken Arrow HS STEM, a subdivision in the City of Broken Arrow, Wagoner 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.

Witness my hand and seal this 9th day of August, 2019.

R. Wade Bennett
Licensed Professional Land Surveyor
Oklahoma #1556

ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF TULSA _____)
SS: _____

This instrument was acknowledged before me this 9th day of August, 2019, by R. Wade Bennett.

Notary Public

My Commission No: #00020202
My Commission Expires: 12-11-2020

[Seal]

