

# JDC HOUSTON STREET ADDITION

A SUBDIVISION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA  
 A PART OF THE SE/4 OF THE SW/4 OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 14 EAST  
 38.62 ACRES, 1 LOT, 1 BLOCK, PUD 245 AND BAZ 1950

**DETENTION ESMT. LINE TABLE**

LINE #	LENGTH	DIRECTION
L1	484.16'	N 1°10'11" W
L2	68.21'	N 17°22'51" W
L3	231.12'	N 1°12'27" W
L4	85.77'	N 16°40'39" W
L5	100.20'	N 0°44'50" W
L6	151.98'	N 88°59'51" E
L7	963.82'	S 1°42'23" E
L8	119.63'	S 89°07'04" W

**CONSERVATION ESMT. LINE TABLE**

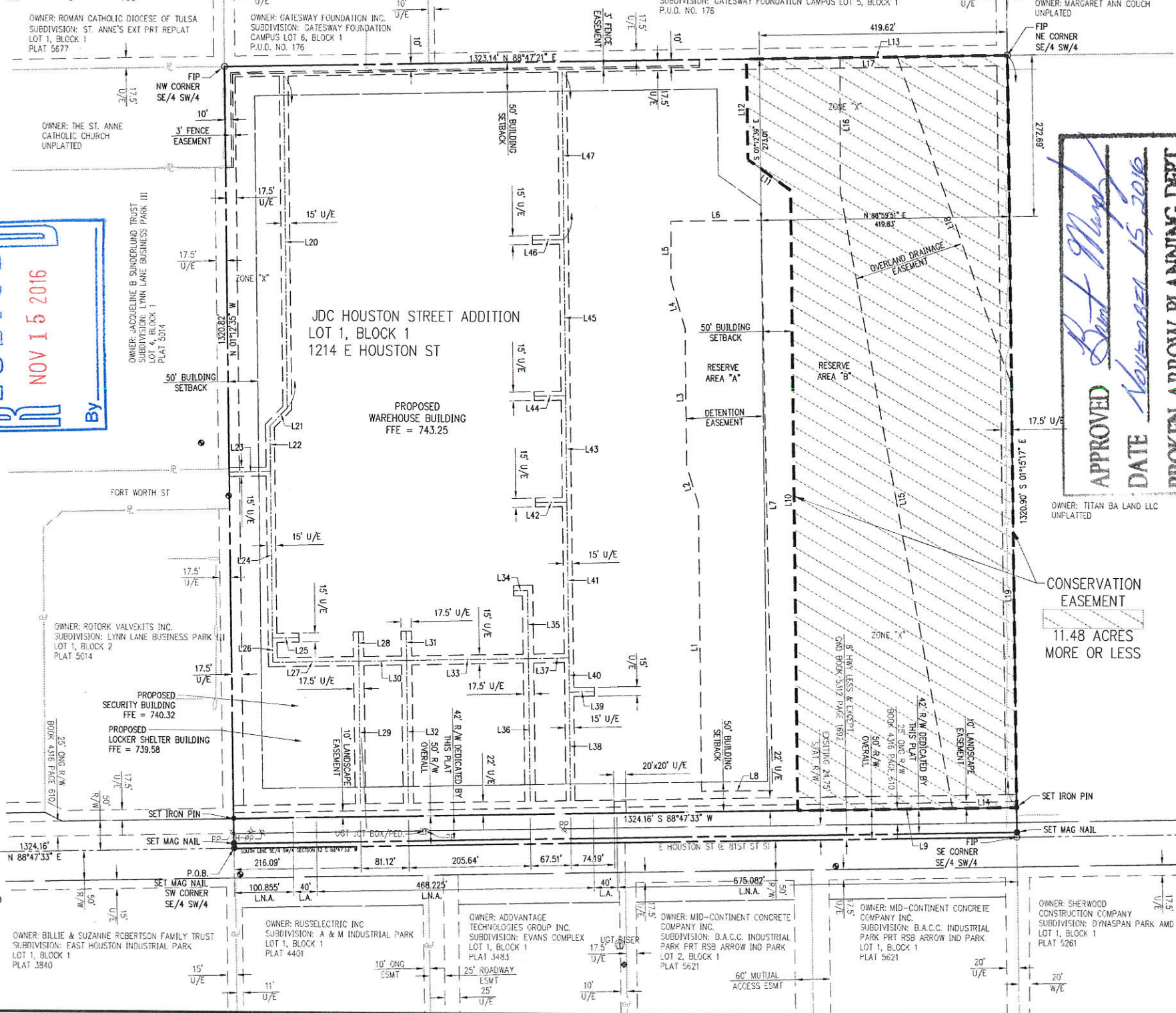
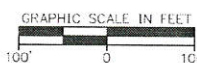
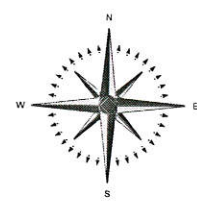
LINE #	LENGTH	DIRECTION
L9	370.60'	S 88°47'33" W
L10	1047.72'	N 1°12'38" W
L11	88.74'	N 54°39'16" W
L12	170.30'	N 1°25'44" W
L13	441.55'	N 88°47'21" E

**OVERLAND DRAINAGE ESMT. LINE TABLE**

LINE #	LENGTH	DIRECTION
L14	107.61'	S 88°47'33" W
L15	1058.42'	N 10°54'46" W
L16	227.62'	N 0°47'07" W
L17	97.35'	N 88°47'21" E
L18	586.93'	S 19°43'22" E
L19	714.34'	S 1°15'17" E

**CENTERLINE UTILITY ESMT. LINE TABLE**

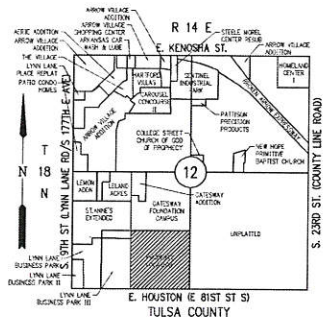
LINE #	LENGTH	DIRECTION
L20	561.23'	S 1°12'38" E
L21	42.43'	S 43°47'22" W
L22	77.09'	S 1°12'38" E
L23	70.01'	S 88°47'22" W
L24	281.43'	S 1°12'38" E
L25	45.03'	N 88°47'22" E
L26	41.09'	S 1°12'38" E
L27	146.07'	N 88°47'22" E
L28	49.51'	N 1°12'38" W
L29	240.49'	S 1°12'38" E
L30	61.13'	N 88°47'22" E
L31	49.51'	N 1°12'27" W
L32	240.49'	S 1°12'27" E
L33	236.63'	N 88°47'22" E
L34	23.62'	S 88°47'27" W
L35	114.91'	N 1°12'33" W
L36	240.50'	S 1°12'33" E
L37	67.50'	N 88°47'22" E
L38	183.10'	S 1°12'38" E
L39	42.83'	N 88°47'22" E
L40	57.41'	S 1°12'38" E
L41	263.31'	N 1°12'38" W
L42	52.50'	S 88°47'22" W
L43	180.03'	N 1°12'38" W
L44	52.50'	S 88°47'22" W
L45	264.05'	N 1°12'38" W
L46	52.50'	S 88°47'22" W
L47	283.47'	N 1°12'38" W



**RECEIVED**  
 NOV 15 2016  
 BY \_\_\_\_\_

APPROVED \_\_\_\_\_  
 DATE November 15, 2016  
 BROKEN ARROW PLANNING DEPT.

**OWNER/DEVELOPER:**  
**JDC BKA, L.L.C.**  
 4520 MADISON AVE. SUITE 100  
 KANSAS CITY, MISSOURI 64111  
 CONTACT: NICHOLAS JONES  
 816-389-5704



**LOCATION MAP**  
 SCALE IN FEET  
 0 1000 2000

**PROPERTY DESCRIPTION**

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 W/4) OF SECTION TWELVE (12), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, LESS AND EXCEPT: AN 8 FOOT STRIP OFF THE SOUTH SIDE THEREOF FOR HIGHWAY PURPOSES.

**MONUMENTATION**

3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

**BENCHMARK**

TUL 9  
 OKLAHOMA NORTH ZONE 3501  
 HORIZONTAL DATUM NAD 83 (1993)  
 VERTICAL DATUM NAD 1988  
 ELEV. 705.16'  
 DESCRIPTION OF BENCHMARK  
 3" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED "TUL 9".  
 SET S.E. OF 81ST ST. AND 193RD E. AVE.

**BASIS OF BEARING**

OKLAHOMA STATE PLANE COORDINATE SYSTEM  
 OKLAHOMA NORTH ZONE 3501  
 SOUTH LINE SE/4 SW/4 SECTION 12 IS 88°47'33" W

**FLOODPLAIN REFERENCE**

FIRM PANEL NO. 40143C0392K 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.

220 E. 8th Street  
 Tulsa, Oklahoma 74119  
**Crafton Tull**  
 architecture | engineering | surveying  
 918.584.0347 | 918.584.3753 f  
 www.craftontull.com

**SURVEYOR/ENGINEER**

A. B. WATSON, JR. PLS 1057  
 220 EAST 8TH STREET  
 TULSA, OK 74119  
 918-584-0347  
 BRADY.WATSON@CRAFTONTULL.COM  
 KYLE C. SEWELL, PE 23969  
 220 EAST 8TH STREET  
 TULSA, OK 74119  
 918-588-4127  
 KYLE.SEWELL@CRAFTONTULL.COM

**SYMBOLS**

- SET IRON PIN (SIP)
- SET MAG NAIL
- ⊕ BENCHMARK
- ⊙ FOUND MONUMENT
- FOUND IRON PIN

**LINEWORK**

- EXISTING EASEMENT
- NEW EASEMENT
- RIGHT OF WAY
- PROPERTY LINE
- SECTION LINE
- L.N.A. = LIMITS OF NO ACCESS
- L.A. = LIMITS OF ACCESS
- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT OF WAY
- U/E = UTILITY EASEMENT
- GWD = GENERAL WARRANTY DEED
- STAT. = STATUTORY

DETENTION DETERMINATION # DD-21016-01

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.

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



# JDC HOUSTON STREET ADDITION

## A SUBDIVISION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

### A PART OF THE SE/4 OF THE SW/4 OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 14 EAST

### 38.62 ACRES, 1 LOT, 1 BLOCK, PUD 245 AND BAZ 1950

SECTION II. ENFORCEMENT

THE RESTRICTION 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 EASEMENTS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERE TO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, EASEMENTS AND UTILITIES 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 BY AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF. THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

SECTION III. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATION COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAS CAUSED THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016,

JDC BRK L.L.C.  
BY \_\_\_\_\_  
NICHOLAS JONES  
SITE DEVELOPMENT MANAGER

NOTARY PUBLIC

STATE OF )  
                  ) SS:  
COUNTY )

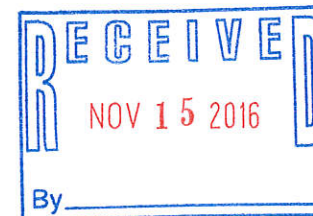
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGER AND ACKNOWLEDGED 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



SURVEYOR'S CERTIFICATE

I, A.B. WATSON, JR., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF 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 "JDC HOUSTON STREET ADDITION", 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.



A. B. WATSON JR. OK. PLS. 1057

NOTARY PUBLIC

STATE OF )  
                  ) SS:  
COUNTY )

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016, PERSONALLY APPEARED A. B. WATSON JR. TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH. IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

MY COMMISSION EXPIRES: \_\_\_\_\_

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

NOTARY PUBLIC

CASE # PT16-104

SHEET 2 OF 2

PREPARED DATE: NOVEMBER 8, 2016

DEED OF DEDICATION  
JDC HOUSTON STREET ADDITION

KNOW ALL MEN BY THE PRESENTS:

JDC BKA L.L.C. HEREINAFTER CALLED "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN BROKEN ARROW COUNTY, OKLAHOMA, TO-WIT:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION TWELVE (12), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, LESS AND EXCEPT: AN 8 FOOT STRIP OFF THE SOUTH SIDE THEREOF FOR HIGHWAY PURPOSES.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "JDC HOUSTON STREET ADDITION", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA HEREINAFTER REFERRED TO AS "JDC HOUSTON STREET ADDITION" OR THE "SUBDIVISION".

THE OWNER DOES HEREBY MAKE THE FOLLOWING DEDICATIONS AND GRANTS AND AGREES TO BE BOUND BY THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE SUBDIVISION OF THE ABOVE DESCRIBED LAND WHICH SHALL BE DESIGNATED AND REFERRED TO HEREIN AS "JDC HOUSTON STREET ADDITION".

SECTION I. STREETS AND UTILITIES

A. STREETS AND UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS 1/2" OR UTILITY EASEMENT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERE TO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING 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 AREAS DEPICTED ON THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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 STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
- WITHIN UTILITY EASEMENTS AND SANITARY SEWER EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD 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 PUBLIC WATER SYSTEMS, 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, OR THE OWNER'S AGENTS AND/OR CONTRACTORS.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS AND SANITARY SEWER EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

D. 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.

E. UTILITY EASEMENT DEDICATION

THE DEDICATION OF UTILITY EASEMENTS TO THE PUBLIC, CONTAINED IN THIS SECTION I, SHALL NOT TAKE EFFECT UNTIL THE FILING BY THE CITY OF BROKEN ARROW, OKLAHOMA (ON BEHALF OF THE PUBLIC) IN THE TULSA COUNTY CLERK'S OFFICE OF A SEPARATE INSTRUMENT ENTITLED "FORMAL ACCEPTANCE" OR SIMILAR WORDING, FORMALLY ACCEPTING THE DEDICATIONS AND INFRASTRUCTURE. HOWEVER, THE RIGHTS AND USES OUTLINED HEREIN NECESSARY FOR THE INSTALLATION BY PRIVATE UTILITIES OF THEIR FACILITIES, I.E., ELECTRIC, GAS, TELEPHONE AND COMMUNICATION, ET. AL., EXCLUSIVE OF THOSE OWNED BY THE CITY OF BROKEN ARROW, SHALL BE IN EFFECT TO ALLOW ACCESS FOR SURVEYING, EXCAVATING FOR, CONSTRUCTION, OPERATING, AND MAINTAINING SUCH FACILITIES UNTIL THE CITY FILES ITS FORMAL ACCEPTANCE AND THESE RIGHTS AND USES ARE SUBSUMED BY THE PUBLIC DEDICATION.

F. LOT SURFACE DRAINAGE

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 HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS 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 EASEMENT WAYS.
  - UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN 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 THE LOT. PROVIDED THAT UPON 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, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY 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 AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS 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 HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF 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.
  - THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- H. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS 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.
- 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.
- 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.

I. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO THE RIGHT-OF-WAY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERE TO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

J. SIDEWALKS

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 STANDARDS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS ALONG ARTERIAL STREET FRONTAGES.

K. RESERVE AREAS

RESERVE AREA "A" IS A DETENTION FACILITY:  
WITHIN THE DETENTION FACILITY IS AN EASEMENT FOR DETENTION FACILITY MAINTENANCE.

RESERVE AREA "B" IS A CONSERVATION EASEMENT:

THE PROPERTY IS SUBJECT TO THE CONDITIONS OF U.S. ARMY CORPS OF ENGINEERS (USACE) SECTION 404 PERMIT NUMBER SWT-2015-319, DATED MARCH 11, 2016, AND/OR ANY REVISION THEREOF. THE DOCUMENT ESTABLISHES SPECIFIC USE PRIVILEGES AND RESTRICTIONS IN THE FORM OF A PERPETUAL EASEMENT APPLICABLE TO AN AREA DESCRIBED BY A METES AND BOUNDS LEGAL DESCRIPTION FOR SUPERVISION BY AN INDEPENDENT GRANTEE.

WITHIN THE CONSERVATION EASEMENT IS AN EASEMENT FOR OVERLAND DRAINAGE MAINTENANCE.

AS A CONDITION OF THE AFOREMENTIONED USACE PERMIT THE FOLLOWING DEED RESTRICTIONS APPLY TO THE PROPERTY:

1) THE PROPERTY IS HEREBY DEDICATED AS AN AQUATIC ECOSYSTEM PRESERVE FOR THE PURPOSE OF PROVIDING STREAM AND WETLAND MITIGATION. ACTIVITIES WITHIN THE PROPERTY PROHIBITED BY THIS DEDICATION INCLUDE, BUT ARE NOT LIMITED TO, GRAZING OF LIVESTOCK, HAYING, CROPPING, AND COMMERCIAL TIMBER HARVESTING. LAND CLEARING, FILLING OR DRAINING, AND OTHER VEGETATION AND SOIL DISTURBING ACTIVITIES ARE PROHIBITED EXCEPT AS REQUIRED TO ACCOMPLISH THE MITIGATION SITE GOALS AND OBJECTIVES.

2) THE USACE SHALL HAVE THE RIGHT TO ENTER AND GO UPON THE PROPERTY FOR PURPOSES OF INSPECTION, AND TO TAKE ACTIONS INCLUDING BUT NOT LIMITED TO SCIENTIFIC OR EDUCATIONAL OBSERVATIONS AND STUDIES, AND COLLECTION OF SAMPLES.

J) IN THE EVENT OF A BREACH OF THE RESTRICTIONS BY THE OWNER, OR A THIRD PARTY WORKING WITH THE PERMISSION OF OR UNDER THE DIRECTION OF THE OWNER, THE OWNER MUST IMMEDIATELY NOTIFY THE USACE. IF THE USACE BECOMES AWARE OF A BREACH OF THIS AGREEMENT, THE USACE WILL NOTIFY THE OWNER OF THE BREACH. THE OWNER SHALL HAVE THIRTY (30) CALENDAR DAYS AFTER RECEIPT OF SUCH NOTICE TO UNDERTAKE ACTIONS THAT ARE REASONABLY CALCULATED TO SWIFTLY CORRECT THE CONDITIONS CONSTITUTING THE BREACH. IF THE OWNER CORRECTS THE CONDITIONS CONSTITUTING THE BREACH IN A TIMELY AND REASONABLE MANNER, NO FURTHER ACTION IS WARRANTED OR AUTHORIZED. IF THE OWNER FAILS TO INITIATE SUCH CORRECTIVE ACTION WITHIN THIRTY (30) CALENDAR DAYS OR FAILS TO COMPLETE THE NECESSARY CORRECTIVE ACTION, THE USACE MAY UNDERTAKE SUCH ACTIONS, INCLUDING LEGAL PROCEEDINGS, AS ARE NECESSARY TO EFFECT SUCH CORRECTIVE ACTION. ANY FORBEARANCE ON THE PART OF THE USACE TO EXERCISE ITS RIGHTS IN THE EVENT OF A BREACH OF THE RESTRICTIONS SHALL NOT BE DEEMED OR CONSTRUED TO BE A WAIVER OF THEIR RIGHTS HEREUNDER IN THE EVENT OF ANY SUBSEQUENT FAILURE OF THE PROPERTY OWNER TO COMPLY.

4) THESE RESTRICTIONS MAY NOT BE REMOVED OR REVISED WITHOUT OBTAINING A MODIFICATION OF THE AFOREMENTIONED USACE AUTHORIZATION AND/OR PRIOR WRITTEN APPROVAL OF THE USACE. PERMIT REVISIONS CAN BE GRANTED ONLY BY THE USACE, TULSA DISTRICT, REGULATORY OFFICE.

THIS DEED RESTRICTION SHALL RUN WITH THE LAND IN PERPETUITY AND BE BINDING ON ALL FUTURE OWNERS, HEIRS, SUCCESSORS, ADMINISTRATORS, ASSIGNS, LESSEES, OR OTHER OCCUPIERS AND USERS.

L. PUD

THE PROPERTY WAS ZONED ACCORDING TO PUD 245 AND BAZ 1950. CONSEQUENTLY, THE PROPERTY WILL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE IL DISTRICT WITH TWO EXCEPTIONS: THE WESTERN MOST DRIVE TO HOUSTON STREET WILL BE LESS THAN 200 FEET FROM THE PARKING LOT DRIVE ON THE SOUTH SIDE OF HOUSTON STREET. THERE WILL BE 495 PARKING SPACES, WHICH EXCEEDS THE MAXIMUM OF 236 PARKING SPACES.

M. STORMWATER DETENTION EASEMENT

THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, FOR PUBLIC USE (SUBJECT TO EASEMENTS OF RECORD) A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "D/E OR "DETENTION EASEMENT", WHICH ARE LOCATED IN RESERVE AREA "A", AS SHOWN ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUN-OFF FROM AND THROUGH THE SUBDIVISION.

DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN SAID EASEMENTS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA HEREINAFTER REFERRED TO AS THE "CITY".

NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DETENTION EASEMENTS AREA NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREA UNLESS APPROVED BY THE CITY.

DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER WHICH SHALL BE THE OWNER OF SAID RESERVE AREA "A", TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. SAID DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER WITH THE FOLLOWING STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF LESS THAN FOUR (4) WEEKS MINIMUM AS NEEDED TO MAINTAIN QUALITY STANDARDS SHOULD WEATHER CONDITIONS CAUSE A FASTER GROWTH PATTERN.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- AREAS WITHIN THE EASEMENTS SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED WITHIN THE DETENTION EASEMENTS.

IN THE EVENT SAID ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN SAID DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADES OR CONTOURS THEREIN WITHOUT THE APPROVAL OF THE CITY, THE CITY OR ITS DESIGNATED CONTRACTOR MAY ENTER SAID AREA AND PERFORM THE MAINTENANCE NECESSARY TO ACHIEVE 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 SAID ASSOCIATION. IN THE EVENT SAID ASSOCIATION FAILS TO PAY THE COST OF MAINTENANCE THEREOF WITHIN (30) DAYS AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE A RECORD COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY.

N. OVERLAND DRAINAGE EASEMENT

THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, FOR PUBLIC USE (SUBJECT TO EASEMENTS OF RECORD) A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT", WHICH IS LOCATED IN RESERVE AREA "B", AS SHOWN ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUN-OFF FROM AND THROUGH THE SUBDIVISION.

RESERVE AREA "B" IS A CONSERVATION EASEMENT SO MAINTENANCE OF THE OVERLAND DRAINAGE EASEMENT BY THE CITY WILL BE SUBJECT TO THE LIMITS OF THE DEED RESTRICTION FROM U.S. ARMY CORPS OF ENGINEERS (USACE) SECTION 404 PERMIT NUMBER SWT-2015-319, DATED MARCH 11, 2016, AND/OR ANY REVISION THEREOF. REMOVAL OF OBSTRUCTIONS IN THE OVERLAND DRAINAGE EASEMENT WHICH INHIBIT THE FLOW OF WATER THROUGH THE DRAINAGE PATH IS PERMITTED. OTHER ACTIVITIES THAT ARE PROHIBITED ARE LISTED IN SECTION K.1) OF THE COVENANTS.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR THE SUBDIVISION OF THE ABOVE DESCRIBED LAND WHICH SHALL BE DESIGNATED AND REFERRED TO HEREIN AS "JDC HOUSTON STREET ADDITION".