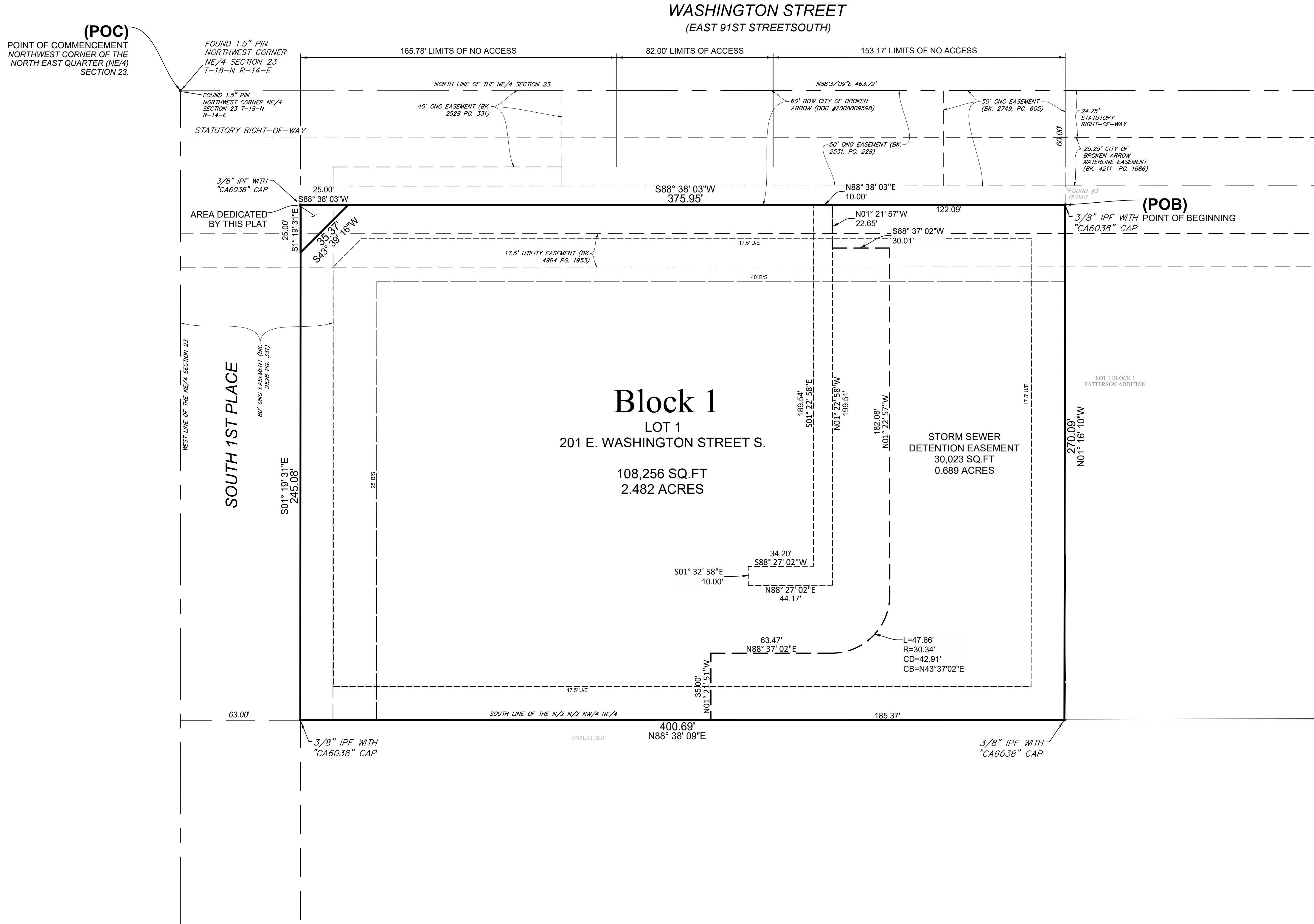
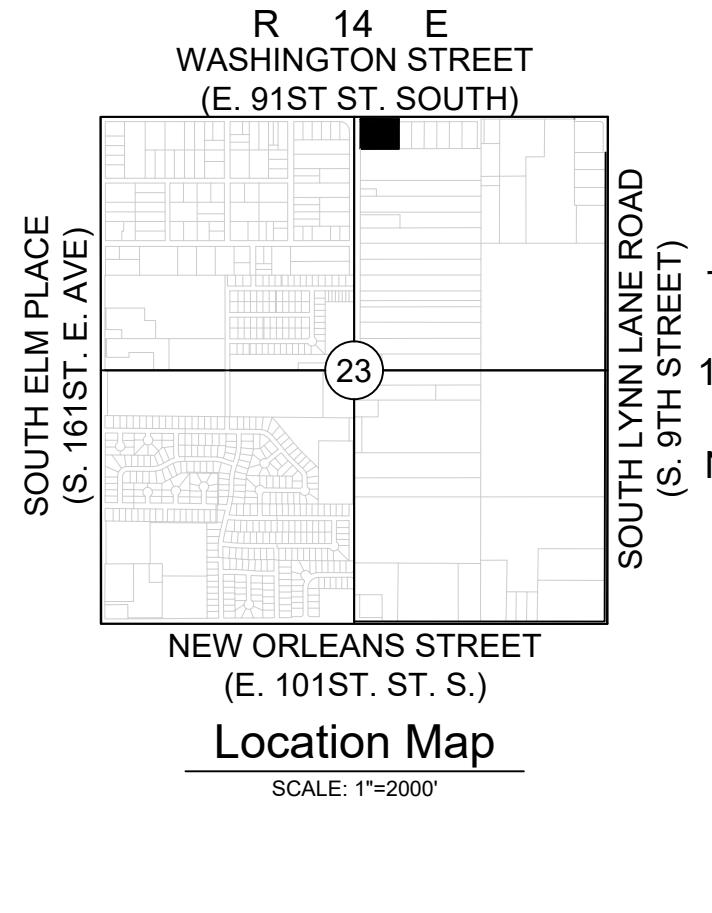


## CONDITIONAL FINAL PLAT

## BROKEN ARROW FIRE STATION #7

A TRACT OF LAND IN THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (N/2 N/2 NW/4 NE/4) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.



BACKFLOW PREVENTER VALVE TABLE				
BLOCK	LOTS	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
1	1	XX-XX	XX-XX	XX-XX
* REQUIRES BACKFLOW PREVENTER VALVE. IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDER'S RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING.				

APPROVED BY THE CITY COUNCIL OF BROKEN ARROW, OKLAHOMA.  
MAYOR: CRAIG THURMOND  
ATTEST: CITY CLERK

# CONDITIONAL FINAL PLAT

## BROKEN ARROW FIRE STATION NO. 7

### DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

City of Broken Arrow, a municipal corporation, hereinafter referred to as the "Owner", is the Owner of the following described land in the city of Broken Arrow, Tulsa county, state of Oklahoma, to-wit:

THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (N/2 N/2 NW/4 NE/4) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, LESS THE EAST EIGHT HUNDRED FIFTY-EIGHT (858) FEET THEREOF, AND LESS THE WEST SIXTY-THREE (63) FEET THEREOF FOR ROAD, AND LESS THE NORTH TWENTY-FOUR AND SEVENTY-FIVE HUNDREDTHS (24.75) FEET THEREOF FOR ROAD.

AND LESS A STRIP, PIECE OR PARCEL OF LAND LYING IN THE NE/4 OF SECTION 23, T18N, R14E, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF THE NE/4 OF SECTION 23; THENCE N 88°37'09" E ALONG THE NORTH LINE OF SECTION 23 A DISTANCE OF 463.72 FEET; THENCE S 01°18'02" E A DISTANCE OF 60.00 FEET; THENCE S 88°37'09" W TO THE WEST LINE OF THE NE/4 OF SECTION 23 A DISTANCE OF 463.69 FEET; THENCE N 01°21'07" W ALONG THE WEST LINE OF THE NE/4 OF SECTION 23 A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

And has caused the above described tract of land to be surveyed, staked, platted and subdivided into 1 Lot, 1 Block and 1 Reserve in conformity with the accompanying plat, and has designated the subdivision as "Broken Arrow Fire Station No. 7", a subdivision in the city of Broken Arrow, Tulsa County, Oklahoma.

#### 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 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, which covenant shall be binding on 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. UNDERGROUND SERVICE

- 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.
- 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.
- 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 be deemed to 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.
- 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 reserves the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.
- The Owner of the 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 the 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.

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

- The Owner of the lot shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers in this addition.
- 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 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 sewer 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.

4. The city of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in the 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 this paragraph 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. SURFACE DRAINAGE

Each lot depicted on the plat of Broken Arrow Fire Station #7, 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. No lot Owner(s), 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 any 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.

##### E. PAVING AND LANDSCAPING WITHIN EASEMENT

The Owner of the lot affected 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.

##### F. LIMITS OF NO ACCESS

The undersigned Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East Washington Street 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 by the broken arrow planning commission, or its successor, and with the approval of the City Of Broken Arrow, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma.

##### G. STORMWATER DETENTION EASEMENT

1. Stormwater detention facilities shall be constructed by the Owner / developer within the stormwater detention easement area designated on the accompanying plat, according to the specifications and standards approved by the City of Broken Arrow, Oklahoma.

2. The stormwater detention easement within the subdivision shall be maintained by the Owner of Lot 1, Block 1, Fire Station #7. The maintenance of the stormwater detention easement shall be performed to the extent necessary to achieve the intended drainage and detention functions including repair of erosion, appurtenances and removal of debris, obstructions, and siltations, and the performance of routine and customary grounds maintenance within the stormwater detention easement areas. Maintenance of the stormwater detention easement shall be at the cost of the Owner of Lot 1, Block 1, Fire Station #7. Maintenance shall be in accordance with the following standards:

- The stormwater detention easement areas shall be kept free of litter; and,
- The stormwater detention easement areas shall be mowed during the growing season at intervals not exceeding (four) 4 weeks.

3. In the event the Owner of Lot 1, Block 1, Fire Station #7, fails to properly maintain the detention easement areas as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the stormwater detention easement areas and perform such maintenance, and the cost thereof shall be paid by the Owner of Lot 1, Block 1, Fire Station #7.

4. In the event the Owner of Lot 1, Block 1, Fire Station #7, obligated to maintain the stormwater detention easement, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance of the stormwater detention easement as above set forth, the City of Broken Arrow, Oklahoma may file or record a copy of the statement of costs and thereafter the costs shall be a lien against the Owner of Lot 1, Block 1, Fire Station #7. A lien established as above provided 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 Owner, its successors and assigns. Within the provisions of Section I. Streets, easements and utilities, are set forth certain covenants and the enforcement rights pertaining thereto. The covenants contained in section ii. Planned unit development standards are established pursuant to the planned unit development provisions of the broken arrow zoning code and shall inure to the benefit of the Owners of lots within the subdivision and to the city of broken. If the undersigned Owner or its successors or assigns shall violate any of the covenants within Sections I or II, it shall be lawful for any person or persons owning any lot situated within the subdivision, or the city of broken arrow, to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages.

##### 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. The covenants contained within Section II. Planned unit development

standards may be amended or terminated at any time by a written instrument signed and acknowledged by the Owners of a majority of the land within the subdivision and with the concurrence of the City of Broken Arrow.

##### 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: City of Broken Arrow, a municipal corporation, has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BY: \_\_\_\_\_  
- \_\_\_\_\_

##### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as  
of \_\_\_\_\_

Notary Public

My Commission No:  
My Commission Expires:  
[Seal]

##### CERTIFICATE OF SURVEY

I, \_\_\_\_\_, of \_\_\_\_\_, 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 as Fire Station #7, a subdivision in the City of Broken Arrow, Tulsa 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 \_\_\_\_ day of \_\_\_\_\_, 2020.

[Name]

Licensed Land Surveyor

##### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_

Notary Public

My Commission No:  
My Commission Expires:  
[Seal]