

The review of the Conditional Final Plat is complete and all comments shall to be addressed as part of the Final Plat submittal using the Final Plat Application.

Any revisions submitted with the Conditional Final Plat application will not be reviewed.

Any comments that have not been addressed must have an explanation provided in the Comment Response Letter uploaded with the final plat application.

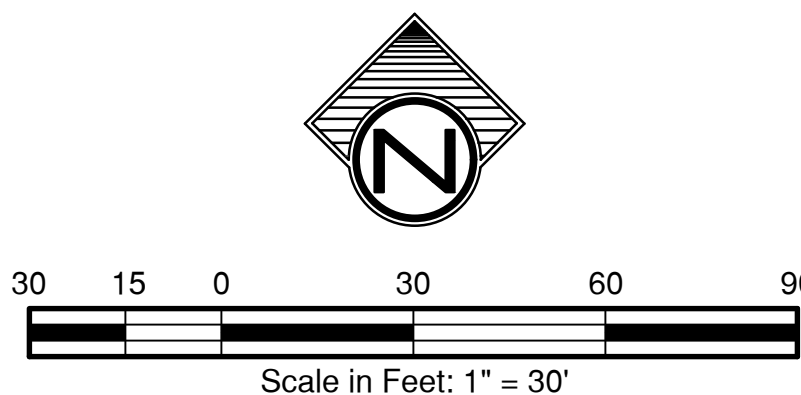
A subdivision in the City of Broken Arrow, being a part of the SE/4 of
Section 36, T-19-N, R-14-E, of the Indian Base and Meridian,
Tulsa County, State of Oklahoma

Forum Properties, L.L.C.
an Oklahoma limited liability company
4704 West Louisville Place
Broken Arrow, Oklahoma 74012
918.294.1288

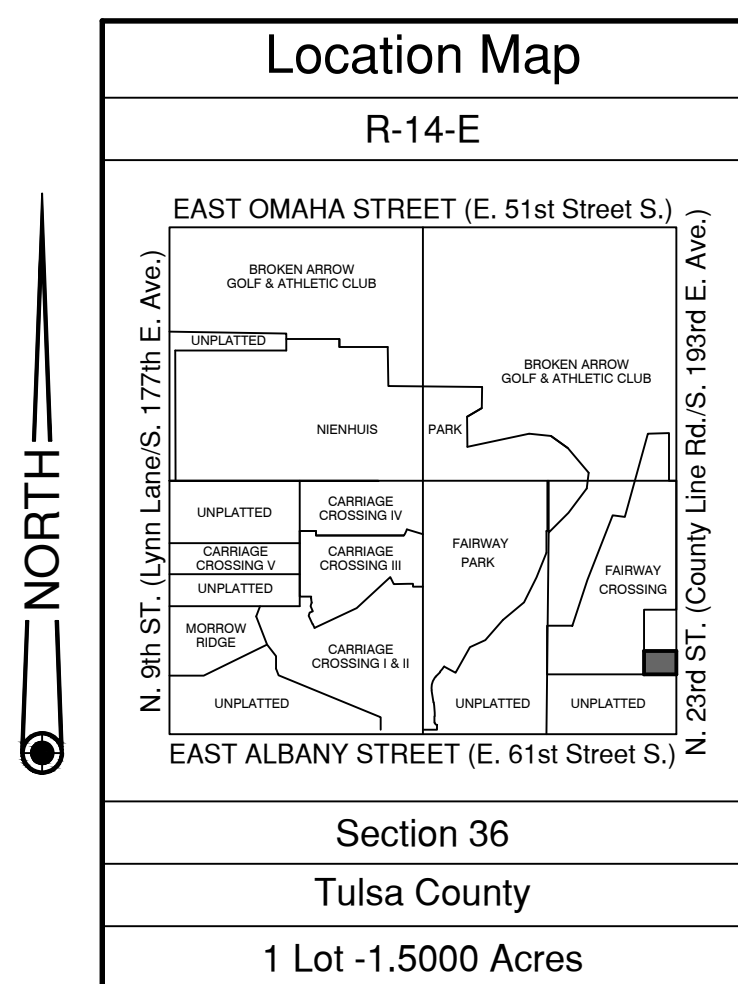
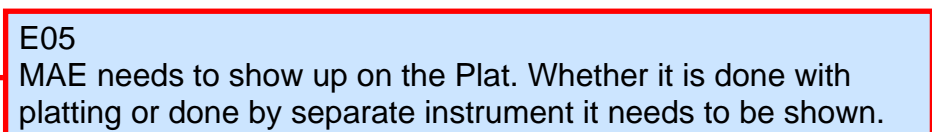
Christian Brothers Automotive Corporation
a Texas Corporation
17725 Katy Freeway, Suite 200
Houston, Texas 77094
281.675.6192

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2025



E04
Missing L3 and L4
from the table



The non-astronomic bearings for this plat are based on an assumed bearing of S 89°59'47"W along the South line of the SE/4 of Section 36, T-19-N, R-14-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

A "MAG" nail in the top center of concrete headwall located approximately 20' east and 30' north of the intersection of South 23rd Street (South 193rd East Avenue) and entry to apartment complex at 2701 North 23rd Street.

Elevation = 600.05' NAVD 88

1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-in-Lieu of Detention Determination #DD-061323-36. Stormwater detention for this plat will be required.

The address shown on this plat was provided by the City of Broken Arrow Engineering Department. This address is subject to change and should not be relied upon in place of the legal description.

"All new buildings that are served by sanitary sewer service shall install a backwater device (backflow preventer). Installation of these devices and all maintenance shall be at the sole expense of the property owner." Broken Arrow Ordinance No. 3527, Section 24-303, Adopted May 15, 2018.

All lots require a backflow preventer valve.

Per the FEMA FIRM, this property is located in Unshaded FEMA Flood Zone "X", per FIRM Panel Number 40143C0385M, City of Broken Arrow Community No. 400236 with an Effective date of September 30, 2016.

E01

The covenants were submitted using a PDF-A format and locked for editing. All files submitted to the city for review shall be unlocked and unprotected for editing to allow for city personnel to provide feedback on the document. All engineering comments for the covenants will be included on the plat review sheet.

Section 1.4 Surface Drainage - remove the city as an enforcer of this section.

APPROVED _____ by the City
Council of the City of Broken Arrow,
Oklahoma.

Mayor

Attest: City Clerk

Christian Brothers Broken Arrow
Date of Preparation: July 8, 2024
Sheet 1 of 2

P01: Please include the project number PR-000543-2023

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
Christian Brothers Broken Arrow

KNOW ALL MEN BY THESE PRESENTS:

THAT Forum Properties, L.L.C., an Oklahoma limited liability corporation, hereinafter referred to as the "Owner/Developer" is the owner of the following described real estate situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, to wit:

A tract of land contained within the SE/4 of Section 36, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the southeast corner of said SE/4;

Thence N 00°03'09" W, along the east line of said SE/4, a distance of 660.50 feet;

Thence S 89°59'47" W, parallel with the south line of said SE/4, a distance of 60.00 feet to the "Point of Beginning", said point being on the west line of Permanent Right-of-Way, Doc. No. 2021031632, as filed in the office of the Tulsa County Clerk;

Thence continuing S 89°59'47" W, parallel with the south line of said SE/4, a distance of 270.00 feet to the south-southeast corner of Fairway Crossing, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, Plat No. 5979, as filed in the office of the Tulsa County Clerk;

Thence N 00°03'09" W, along the east line of said Plat No. 5979, a distance of 242.00 feet;

Thence N 89°59'47" E a distance of 270.00 feet to a point on the west line of said Permanent Right-of-Way;

Thence S 00°03'09" E, along said west line, a distance of 242.00 feet to the "Point of Beginning".

Said tract contains 65,340 square feet or 1.5000 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 89°59'47" W along the south line of the SE/4 of Section 36, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Owner/Developer has caused the above described lands to be surveyed, staked, platted and subdivided into one lot in conformity with the accompanying plat, and has designated the subdivision as "Christian Brothers Broken Arrow", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION I. EASEMENTS AND UTILITIES

1.1 General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", 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/Developer 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 the public street and 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/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow, 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 and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead lines for the supply of electric, telephone and cable television services and other communication services may be located along the perimeter easements of the subdivision 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 easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located 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 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 right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to 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, and cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The Owner/Developer shall be responsible for the protection of the underground 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/Developer will pay for damage or relocation of such facilities caused or necessitated by acts of such Owner/Developer or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Broken Arrow, or its successors, shall be responsible for ordinary maintenance of public water mains and the City of Broken Arrow, or its successors, shall be responsible for ordinary maintenance of public 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.

1.3.4 The City of Broken Arrow, or its successors, shall at all times have right of access to all easement ways 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 or sewer facilities.

1.3.5 In the event owner constructs or causes to be constructed buildings, structures or pavement on utility easements, The City Of Broken Arrow shall not be responsible for damage to such buildings, structures or pavement necessitated by maintenance, repair or replacement of such lines.

1.3.6 The foregoing covenants concerning water and sewer facilities set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, or their successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. The Owner/Developer 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 1.4 shall be enforceable by the Owner/Developer and by the City of Broken Arrow.

1.5 Paving and Landscaping Within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.6 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to North 23rd Street within the bounds designated as "Limits of No Access" (L.N.A.) on the 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, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow.

1.7 Maintenance of Detention Facility

The Detention Facility shall be maintained by the owner of the lot or their assigns of "Christian Brothers Broken Arrow" to the extent necessary to achieve the intended drainage, and detention functions including repair of appurtenances, removal of obstructions and siltation, and customary grounds maintenance within the Detention Facility. In the event the Property Owner should fail to properly maintain the Detention Facility thereon located as above provided, the City of Broken Arrow, or its designated contractor, may enter the Detention Facility and perform such maintenance, and the cost thereof shall be paid by the Property Owner.

1.8 Drainage Easement

1.8.1 The Owner/Developer does hereby dedicate to the public perpetual easement on, over and across the area designated on the accompanying plat as "Drainage Easement" for the purpose of permitting the overland flow, conveyance and discharge of stormwater runoff from various areas within the subdivision and from properties outside the subdivision, as well as for the purpose of a general utility easement.

1.8.2 Drainage facilities located within Drainage Easements shall be constructed in accordance with the adopted standards of the City of Broken Arrow, and plans and specifications approved by the Engineering and Construction Department.

1.8.3 No fence, wall, building or other obstruction shall be placed or maintained within a Drainage Easement nor shall there be any alteration of the grade in the easement unless approved by the Engineering and Construction Department of the City of Broken Arrow, provided that the planting of turf shall not require the approval of the Engineering and Construction Department of the City of Broken Arrow.

1.8.4 The Drainage Easement shall be maintained by the Owner/Developer at the Owner/Developer's expense in accordance with standards prescribed by the City of Broken Arrow. In the event the Owner/Developer fails to properly maintain the easement located thereon or, in the event of the placement of an obstruction within such easement, or the alteration of grade therein, the City of Broken Arrow, or its designated contractor, may enter the easement and perform maintenance necessary to achieve the intended drainage function and may remove any obstruction or correct any alteration of grade, and the costs shall be paid by the owner. In the event the owner fails to pay the cost of maintenance after receipt of a statement of costs from the City of Broken Arrow, the City may file of record a copy of the statement of costs in the Land Records of the Tulsa 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.

1.9 Stormwater Detention

1.9.1 The Owner/Developer does hereby grant and establish a perpetual easement on, over, and across the area designated on the plat as Detention Easement for the purposes of permitting the flow, conveyance, detention and discharge of stormwater runoff from the various lots surrounding and including Christian Brothers Broken Arrow.

1.9.2 Detention and other drainage facilities constructed within the Detention Easement shall be in accordance with standards and specifications approved by the City of Broken Arrow.

1.9.3 Detention and other drainage facilities within the Detention Easement shall be maintained by the Owner/Developer, or its assigns, and maintenance shall be in accordance with the following standards:

1.9.3.1 The Detention Easement Area shall be kept free of litter.

1.9.3.2 The Detention Easement Area shall be mowed during the growing season at intervals not exceeding 4 weeks.

1.9.3.3 In the event the Owner/Developer should fail to properly maintain the Detention Easement Area as above provided, the City of Broken Arrow, or its designated contractor may enter the Detention Easement Area and perform such maintenance, and the cost thereof shall be paid by the Owner/Developer.

1.9.3.4 In the event the Owner/Developer, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the City of Broken Arrow may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the Owner/Developer.

1.9.3.5 A lien established as above provided may be foreclosed by the City of Broken Arrow.

SECTION II. LAND USE RESTRICTIONS

2.1 Use of Land

The use of Christian Brothers Broken Arrow shall be limited to those uses as permitted by right or specific use permit, as well as accessory uses customarily incidental in a CG Commercial General District.

SECTION III.
ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

3.1 Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. 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. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section I., it shall be lawful for 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.

3.2 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.

3.3 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 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. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.

3.4 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: Forum Properties L.L.C., an Oklahoma limited liability corporation, has executed this instrument this ____ day of _____, 2024.

Forum Properties L.L.C.
an Oklahoma limited liability corporation

Steve Robbins
Manager

State of Oklahoma)
) ss
County of Tulsa)

This instrument was acknowledged before me this ____ day of _____, 2024 by Steve Robbins, Manager of Forum Properties, L.L.C., an Oklahoma limited liability corporation.

Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2028

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional 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 "Christian Brothers Broken Arrow", 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.

Executed this ____ day of _____, 2024.

Bobby D. Long
Registered Professional Land Surveyor
Oklahoma No. 1886



State of Oklahoma)
) ss
County of Tulsa)

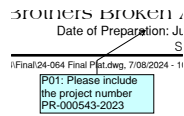
The foregoing Certificate of Survey was acknowledged before me this ____ day of _____, 2024, by Bobby D. Long.

Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2028

Christian Brothers Broken Arrow
Date of Preparation: July 8, 2024 Sheet 2 of 2

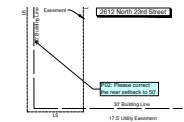
PR-000543-2024 CBA Checklist

Architect (2)



Subject: Architect
Page Label: [1] Layout1
Author: Henry
Date: 7/29/2024 1:33:05 PM
Status:
Color:
Layer:
Space:

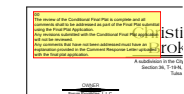
P01: Please include the project number
PR-000543-2023



Subject: Architect
Page Label: [1] Layout1
Author: Henry
Date: 7/29/2024 1:52:06 PM
Status:
Color:
Layer:
Space:

P02: Please correct the rear setback to 50'.

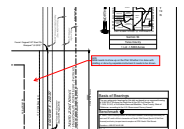
CFP Review (1)



Subject: CFP Review
Page Label: [1] Layout1
Author: ADMIN
Date: 7/29/2024 11:24:50 AM
Status:
Color:
Layer:
Space:

00
The review of the Conditional Final Plat is complete and all comments shall to be addressed as part of the Final Plat submittal using the Final Plat Application.
Any revisions submitted with the Conditional Final Plat application will not be reviewed.
Any comments that have not been addressed must have an explanation provided in the Comment Response Letter uploaded with the final plat application.

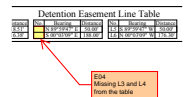
David Comments (1)



Subject: David Comments
Page Label: [1] Layout1
Author: David Reed
Date: 7/29/2024 12:01:43 PM
Status:
Color:
Layer:
Space:

E05
MAE needs to show up on the Plat. Whether it is done with platting or done by separate instrument it needs to be shown.

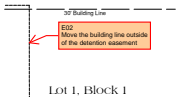
Group (1)



Subject: Group
Page Label: [1] Layout1
Author: jdickeson
Date: 7/29/2024 11:22:40 AM
Status:
Color:
Layer:
Space:

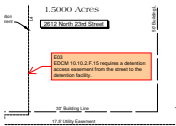
E04
Missing L3 and L4 from the table

Jason Comments (3)



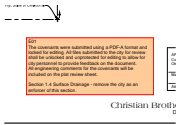
Subject: Jason Comments
Page Label: [1] Layout1
Author: jdickeson
Date: 7/29/2024 11:22:32 AM
Status:
Color: ■
Layer:
Space:

E02
Move the building line outside of the detention easement



Subject: Jason Comments
Page Label: [1] Layout1
Author: jdickeson
Date: 7/29/2024 11:22:36 AM
Status:
Color: ■
Layer:
Space:

E03
EDCM 10.10.2.F.15 requires a detention access easement from the street to the detention facility.



Subject: Jason Comments
Page Label: [1] Layout1
Author: jdickeson
Date: 7/29/2024 11:22:25 AM
Status:
Color: ■
Layer:
Space:

E01
The covenants were submitted using a PDF-A format and locked for editing. All files submitted to the city for review shall be unlocked and unprotected for editing to allow for city personnel to provide feedback on the document. All engineering comments for the covenants will be included on the plat review sheet.

Section 1.4 Surface Drainage - remove the city as an enforcer of this section.