tax rolls. Security as required has been provided in the amount of \$3,417.00 per trust receipt no.17575 to be applied to 2024 taxes. This certificate is NOT to be construed as payment of 2024 taxes in full but is given in order that this plat may to filed on record. 2024 taxes may exceed the amount of the security deposit.

Dated: 09/25-024

John M. Fother gill

Tulsa County Fressit

Deputy COUNTY (1)

Case number PT21-119
Case number PT21-119
FINAL PLAT DATE PREPARED May 28, 2024 6:00 PM

SHEET 1 of 2

GRIFFITH ADDITION

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION FOURTEEN (14), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

P.U.D. #322

DEED OF DEDICATION:

Know All Men by these presents:

That Griffith Contracting LLC is the Owner of the following described land in the City of Broken Arrow, Tulsa County, State of Oklahoma, to-wit:

A tract of land that is a part of the Southeast Quarter of the Southwest Quarter of Section Fourteen (14); 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, more particularly described as follows; Commencing from the Center of said Section 14; thence along the East line of the Southwest Quarter of Section 14, S01°15'20"E a distance of 2310.00 feet; thence S88°36'28"W a distance of 493.00 feet to the Point of Beginning; Thence continuing S88°36'28"W a distance of 136.66 feet to the East line of a tract of land deeded to Tulsa County, recorded in Book 5376 Page 1794 at the Office of the Tulsa County Clerk; Thence along said line, S01°15°20"E a distance of 174.29 feet to a non-tangent curve to the left; Thence along said curve having a radius of 182.20 feet, an arc length of 145.09 feet, a central angle of 45°37'33", a chord bearing of S41°28'21"E, and a chord length of 141.29 feet to the North line of a tract of land deeded to Tulsa County, recorded in Book 5376 Page 1794 at the Office of the Tulsa County Clerk; Thence along said line being 50.00 feet from and parallel with the South Line of the Southwest Quarter of Section 14, N88°36'58"E a distance of 45.43 feet to a point that is 493.00 feet from and perpendicular to the said East line of the Southwest Quarter of Section 14; Thence N01°15'20"W a distance of 282.40 feet to the Point of Beginning.

Said tract having an area of 35,015 Square Feet or 0.8038 Acres.

And Griffith Contracting LLC, Hereinafter referred to as "Owner", has caused the above described land to be surveyed, staked, platted and subdivided into one lot and one block in conformity with the accompanying plat, and has been designated the subdivision "GRIFFITH ADDITION", a Subdivision in the City of Broken Arrow, Tulsa County, Oklahoma

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. Public Street

The owner hereby dedicates to the public the street right away as may be depicted on the plat "GRIFFITH ADDITION", and acknowledges to the extent any portion of such street right of way exists by virtue of previous grants or dedications or acquisitions by the exercise of the power of eminent domain.

B. General Utility Easements

The owner does hereby dedicate to the public the utility easements as depicted on the accompanying plat as "UE" or "UTILITY EASEMENT", for the several purposes of constructing, maintaining, operating, removing and replacing any and all public utilities including storm and 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 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 repair or replace water lines and sanitary sewer lines, together with the right of ingress and egress for such construction, repairing, maintenance, operation, laying, repairing, 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 and to areas outside of 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 stated uses and purposes of the utility easements 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 that do not constitute an obstruction as aforesaid.

C. Utility Service

Overhead lines for the supply of electric, telephone and cable television services may be located within the utility easements along the perimeter of the subdivision. Elsewhere throughout the subdivision all supply lines including electric telephone cable television and gas lines shall be located underground in the easements dedicated for general utility services as depicted on the accompanying plat. Service pedestals and transformers as sources of supply at secondary voltages may also be located in the utility easements.

Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest service pedestal transformer or gas made 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 the service shall thereafter be deemed to have a definitive permanent effective and nonexclusive 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 service pedestal transformer for gas main to the surface entry of the structure or metering point. The supplier of electric telephone cable television and gas services through its 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 electric telephone cable television or gas facilities installed by the supplier of the utility service.

The owner of the lot shall be responsible for the protection of the underground service facilities located on their lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric telephone cable television or gas facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities but the lot owner shall pay for damage or relocation of such facilities caused that necessitated by acts of the lot owner or their agents or contractors. The foregoing covenant set forth in this paragraph shall be enforceable by the supplier of the electric telephone cable television or gas service and the owner of the lot agrees to be bound hereby.

D. Water, Sanitary Sewer, and Storm Sewer Service

The owner of the lot shall be responsible for the protection of the public water mains sanitary sewer mains and storm sewers located on their lot.

Within the utility easements depicted on the accompanying plat restricted water line sanitary sewer and storm sewer easement areas 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 would in the judgment of the City of Broken Arrow interfere with the public water mains, sanitary sewer mains or storm sewers shall be prohibited.

The City of Broken Arrow or its successor shall be responsible for ordinary maintenance at public water mains, sanitary sewer mains and storm sewers, but the lot owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the lot owner their agents or contractors . The City of Broken Arrow or a successor shall at all times have right of access to all utility 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 foregoing covenant set forth in this paragraph shall be enforceable by the City of Broken Arrow or its successors and the owner and the lot owner agrees to be bound hereby.

E. Surface Drainage Lots depicted on the accompanying plat shall receive and drain in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation. 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 their lot. The foregoing

covenants set forth in this paragraph shall be enforceable by any affected lot owner. F. Paving and Landscaping within easements

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

G. Limits of No Access

The owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to the streets as depicted on this plat as "LIMITS OF NO ACCESS" (LNA). Limits of access and 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.

SECTION II. PLANNED UNIT DEVELOPMENT (PUD) STANDARDS

Whereas, Griffith Contracting, LLC submitted as part of Planned Unit Development No. 322 pursuant to the Broken Arrow zoning ordinances of the City of Broken Arrow, Oklahoma (Zoning Code); and Whereas, PUD No. 322 was approved by the Broken Arrow Planning Commission on April 22, 2021 and by the Broken Arrow City Council on May 18, 2021 and Whereas, the Planned Unit Development provisions of the Broken Arrow Zoning Code require the establishment of covenants of record inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure continued compliance with the approved Planed Unit Development and amendments thereto; and Therefore the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land. binding upon the Owner and its successors in title and enforceable by the Owner, any person owning a lot within "Griffith Addition", and by the City of Broken Arrow, Oklahoma, as hereinafter set forth.

ZONING & COMPREHENSIVE PLAN: Proposed: CN (Commercial Neighborhood)

Permitted Uses: by right in the CN district, includes Municipal or Community Recreation Center Within 2005 Master plan DF Zone, and L.U.I.S. Level 6 Regional Employment/Commercial of the B.A. Future Development Guide Map

PROPOSED DEVELOPMENT STANDARDS: Standards not shown or listed Shall be in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the DF District.

ORDINANCE PUD Min. Lot Area min: 12,000 sq ft / max:2.94 acres max: 1 acre Min. Lot Frontage 100 ft. No Change Min. Building Coverage None No Change Minimum Setback Front 50 ft. 20 ft. Minimum Setback Side 30 ft from side abutting property 9 ft. from N Boundary

in non-res, res, and A-1 districts 24 ft. from E Boundary Maximum Height 50 ft. or 3 Stories 50 ft. or 3 Stories Minimum Height None None Off- street Parking Min. 1 per 300 Sq. Ft. No Change Off- street Parking Max. 125% of Min. No Change

Sign: Shall be constructed as shown on exhibit or per General Sign Standards for zoning, District DF. Minimum Landscaped Area: Shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the DF District. Lighting: Shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the CN District.

No Change

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

1 per 150' lot width

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon owner its successors and assigns within the provisions of Section I. (Public Streets, Easements, and Utilities) are set forth certain covenants and the enforcement rights pertaining thereto and additionally the covenants within Section 1 whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the city of Broken Arrow. If owner shall violate any of the covenants herein, it shall be lawful for any person or persons owning the lot situated within the plat or any portion thereof, supplier of utility service 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 covenants to prevent them from doing so or to compel compliance with the covenant. 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.

These covenants and restrictions shall remain in full force in effect until terminated or amended as herein after provided.

C. Amendment or Termination

The covenants contained herein may be amended or terminated at anytime by written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission and the City of Broken Arrow. Any such amendment shall become effective when recorded in the records of the Tulsa County clerk.

D. Severability

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

This Deed of Dedication has been executed at Broken Arrow, Oklahoma

This Le Day of Septenber, 2024

Griffith Contracting LLC an Oklahoma Limited Liability Company

State of Oklahoma

County of Tulsa)

This instrument was acknowledge before me on This le Day of Splenby, 2024.

CERTIFICATE OF SURVEY

I, Russell M. Muzika, of GEODECA LLC, A Licensed Professional Land Surveyor in the State of Oklahoma do hereby certify that I have carefully and accurately surveyed, subdivision, and platted the tract of land described above and that the accompanying plat designated herein as "GRIFFITH ADDITION" an Addition to 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.

Executed this 13th Day of SETTEMBER, 2024

RUSSELL M Professional Land Surveyor Okla. #1603 MUZIKA GEODECA LLC CA #5524 Renewal June 30, 2024

State of Oklahoma)

County of Tulsa)

By Russell M. Muzika

SS.

This instrument was acknowledged before me on This 3th Day of Thember, 2024.

GEODECA LLO, An Oklahoma Corporation

COMMISSION NO. / EXPIRATION DATE

Notary Public State of Oklahom KORISA GODSEY **TULSA COUNTY** Comm. Exp. 02-20-2020