

Curve Table				
No.	Delta	Radius	Length	Chord Direction
C1	51°58'02"	310.00'	281.17'	N 64°00'34" W
C2	59°02'09"	390.00'	401.85'	N 67°32'38" W
C3	05°37'50"	200.00'	19.65'	S 87°12'11" W
C4	63°18'41"	102.03'	112.74'	S 37°02'51" E
C5	33°01'28"	268.63'	154.83'	N 24°47'06" W
C6	14°32'16"	597.00'	151.48'	N 66°59'09" E
C7	15°10'24"	220.00'	58.26'	N 27°03'43" E
C8	90°00'00"	25.00'	39.27'	N 25°31'29" W
C9	54°39'50"	55.00'	52.47'	N 43°11'34" W
C10	15°51'39"	380.00'	105.19'	N 07°55'50" W
C11	32°12'15"	25.00'	14.05'	N 16°06'08" W
C12	154°24'30"	40.00'	107.80'	N 45°00'00" E
C13	32°12'15"	25.00'	14.05'	S 73°53'52" E
C14	16°33'29"	280.00'	80.92'	S 81°43'16" E
C15	87°04'58"	25.00'	38.00'	N 63°01'00" E
C16	90°00'00"	25.00'	39.27'	N 25°31'29" W
C17	70°28'34"	25.00'	67.65'	N 35°17'12" W
C18	89°59'56"	55.00'	86.39'	N 44°57'02" E
C19	89°59'56"	25.00'	39.27'	N 44°57'02" E
C20	14°34'55"	225.00'	57.26'	S 07°14'32" W
C21	85°03'29"	25.00'	37.11'	S 27°59'45" E
C22	00°43'34"	1015.00'	12.86'	N 07°09'42" E
C23	05°41'56"	448.00'	44.56'	S 72°38'53" E
C24	00°43'34"	985.00'	12.48'	N 07°09'42" W
C25	90°00'00"	25.00'	39.27'	S 25°31'29" E
C26	90°00'00"	25.00'	39.27'	S 25°31'29" E
C27	70°28'34"	25.00'	67.65'	S 35°17'14" E
C28	09°46'28"	225.00'	38.38'	S 04°50'13" W
C29	90°00'00"	25.00'	47.12'	S 35°16'33" E
C30	90°00'00"	3.00'	4.71'	S 54°43'27" W
C31	90°00'00"	3.00'	4.71'	N 35°16'33" W
C32	90°00'00"	3.00'	47.12'	N 54°43'27" E
C33	09°46'28"	195.00'	33.26'	N 04°50'13" E
C34	81°36'23"	25.00'	35.61'	N 40°51'11" W
C35	11°07'54"	225.00'	43.71'	N 76°05'26" W
C36	90°00'00"	25.00'	39.27'	S 64°28'31" W
C37	15°10'24"	280.00'	74.15'	S 27°03'43" W
C38	54°39'50"	25.00'	39.27'	N 43°11'34" W
C39	15°51'39"	350.00'	96.89'	N 07°55'50" W
C40	90°00'00"	25.00'	39.27'	N 45°00'00" E
C41	19°28'31"	250.00'	84.98'	S 80°15'44" E
C42	70°28'29"	25.00'	30.75'	S 35°17'14" E
C43	102°23'45"	25.00'	44.68'	S 51°08'53" W
C44	07°07'46"	195.00'	24.26'	N 74°05'22" W
C45	70°28'34"	25.00'	30.75'	N 35°17'12" W
C46	89°59'56"	25.00'	39.27'	N 44°57'02" E
C47	89°01'34"	25.00'	38.84'	S 45°32'13" E
C48	12°14'45"	195.00'	41.68'	S 06°04'27" W
C49	19°16'42"	25.00'	42.45'	S 60°50'10" W
C50	49°39'12"	13.00'	11.27'	S 31°33'33" E
C51	43°23'19"	22.00'	16.66'	S 34°41'30" E
C52	49°27'30"	22.00'	18.99'	S 11°43'55" W
C53	49°27'30"	18.00'	15.54'	S 11°43'55" W
C54	77°00'10"	25.00'	33.60'	S 51°29'55" E
C55	90°00'00"	25.00'	39.27'	N 45°00'00" E
C56	90°00'00"	3.00'	4.71'	N 45°00'00" W
C57	90°00'00"	3.00'	4.71'	N 45°00'00" E
C58	13°05'47"	195.00'	44.57'	S 06°32'54" W
C59	95°41'54"	25.00'	41.76'	S 60°56'44" E
C60	262°59'20"	50.00'	229.49'	S 22°41'29" W
C61	25°42'21"	225.00'	101.40'	N 12°54'40" W
C62	90°00'00"	25.00'	39.27'	N 45°00'00" W
C63	77°00'10"	55.00'	73.92'	S 51°29'55" E
C64	39°56'42"	18.00'	12.55'	S 32°58'11" E
C65	39°56'42"	22.00'	15.34'	S 32°58'11" E

Curve Table				
No.	Delta	Radius	Length	Chord Direction
C66	27°51'46"	22.00'	10.70'	S 00°56'03" W
C67	27°23'06"	16.00'	8.60'	S 01°10'23" W
C68	180°00'00"	5.00'	15.71'	N 77°00'10" E
C69	180°00'00"	5.00'	15.71'	S 77°00'10" W
C70	180°00'00"	5.33'	16.76'	N 55°21'04" W
C71	180°00'00"	5.33'	16.76'	S 55°21'04" E
C72	180°00'00"	11.33'	35.60'	N 65°18'14" W
C73	02°14'17"	238.67'	9.32'	N 23°34'37" E
C74	180°00'00"	11.33'	35.60'	S 67°32'31" E
C75	02°14'17"	261.33'	10.21'	S 23°34'37" W
C76	03°52'50"	400.00'	27.09'	N 43°01'06" W

Line Table		
No.	Bearing	Distance
L1	N 38°01'33" W	50.00'
L2	N 07°11'34" W	2.00'
L3	N 07°49'28" E	47.64'
L4	N 25°34'56" E	71.28'
L5	N 04°11'31" E	64.46'
L6	N 28°16'33" W	71.70'
L7	N 05°23'31" E	49.28'
L8	N 78°06'24" E	25.63'
L9	S 68°53'46" E	40.67'
L10	N 86°41'27" E	71.22'
L11	S 84°17'22" E	70.91'
L12	N 82°46'32" E	59.58'
L13	N 02°31'39" E	26.51'
L14	N 47°51'45" E	69.94'
L15	N 05°13'22" E	60.80'
L16	N 36°48'56" W	67.61'
L17	N 36°24'01" W	101.81'
L18	N 79°40'24" E	60.03'
L19	N 31°56'42" E	36.97'
L20	N 74°15'17" E	20.46'
L21	N 59°43'01" E	67.86'
L22	S 30°16'59" W	31.19'
L23	N 73°07'39" E	34.85'
L24	N 24°39'50" E	14.68'
L25	N 19°28'31" E	6.49'
L26	N 15°51'39" W	48.24'
L27	N 00°00'00" E	12.13'
L28	N 90°00'00" E	43.25'
L29	N 70°31'29" W	34.29'
L30	N 00°00'00" E	58.91'
L31	S 70°31'29" E	27.14'
L32	S 69°47'55" E	33.29'
L33	S 90°00'00" W	18.50'
L34	S 80°16'33" E	30.50'
L35	S 09°43'27" W	24.00'
L36	N 80°16'33" W	25.50'
L37	S 09°43'27" W	15.00'
L38	N 09°43'27" E	15.00'
L39	N 80°16'33" W	25.50'
L40	N 09°43'27" E	24.00'
L41	S 80°16'33" E	3.50'
L42	N 28°31'43" W	25.00'
L43	N 70°31'29" W	34.12'
L44	S 20°24'59" W	15.46'
L45	S 34°38'56" W	14.68'
L46	S 07°13'37" E	37.22'
L47	N 15°51'39" W	48.24'
L48	N 00°00'00" E	21.77'
L49	N 90°00'00" E	52.89'
L50	N 34°38'56" E	6.50'
L51	S 34°38'56" W	6.50'
L52	S 06°43'57" E	4.83'
L53	S 12°59'50" E	20.34'
L54	S 12°59'50" E	7.33'
L55	S 90°00'00" W	18.50'
L56	N 00°00'00" E	40.00'
L57	N 90°00'00" E	18.50'
L58	N 00°00'00" W	3.67'
L59	S 12°59'50" W	7.33'
L60	S 12°59'50" E	29.76'
L61	N 12°51'10" W	8.87'
L62	N 12°59'50" W	10.00'
L63	S 12°59'50" E	10.00'
L64	N 28°31'43" W	25.00'
L65	S 20°24'59" W	15.46'

PUD 94Y

# The Cottages at Battle Creek - East

A subdivision in the City of Broken Arrow, being a part of the  
W/2 of Section 34, Township 19 North, Range 14 East  
of the Indian Base and Meridian, Tulsa County, State of Oklahoma

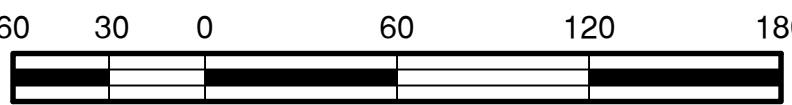
OWNER / DEVELOPER

BC Land Holding Company, LLC  
an Oklahoma Limited Liability Company  
12150 East 96th Street North, Suite 202  
Owasso, Oklahoma 74055  
918.376.6536

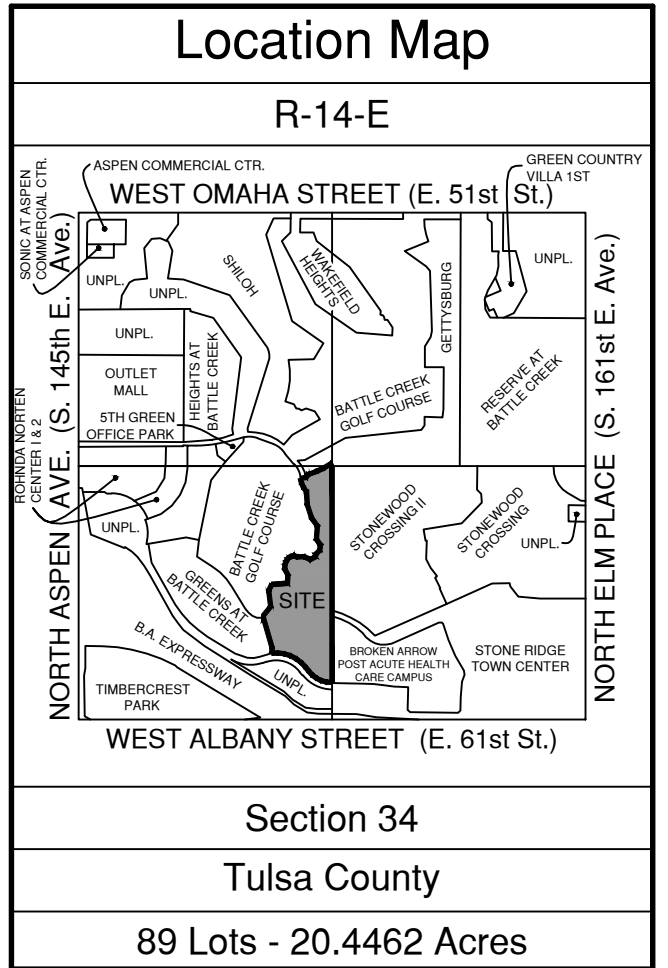
ENGINEER / SURVEYOR

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

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



SCALE: 1"= 60'



NORTH

T  
19  
N

Match Line: Sheet (2 of 4)

Battle Creek Golf Course  
(Unplatted)

Reserve 'F'

Reserve Area 'A'  
(Detention & U/E)

East Line of the W/2 of  
Section 34, T-19-N, R-14-E

50' Pipeline Easement  
(By Plat #6565)

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PUD 94Y

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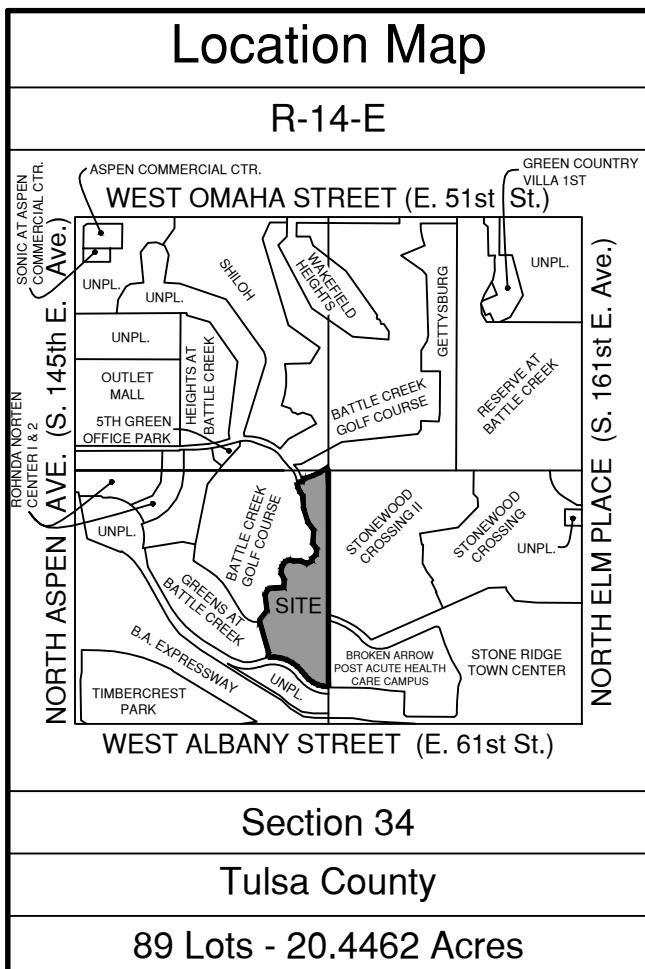
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CERTIFICATE OF AUTHORIZATION NO. 531  
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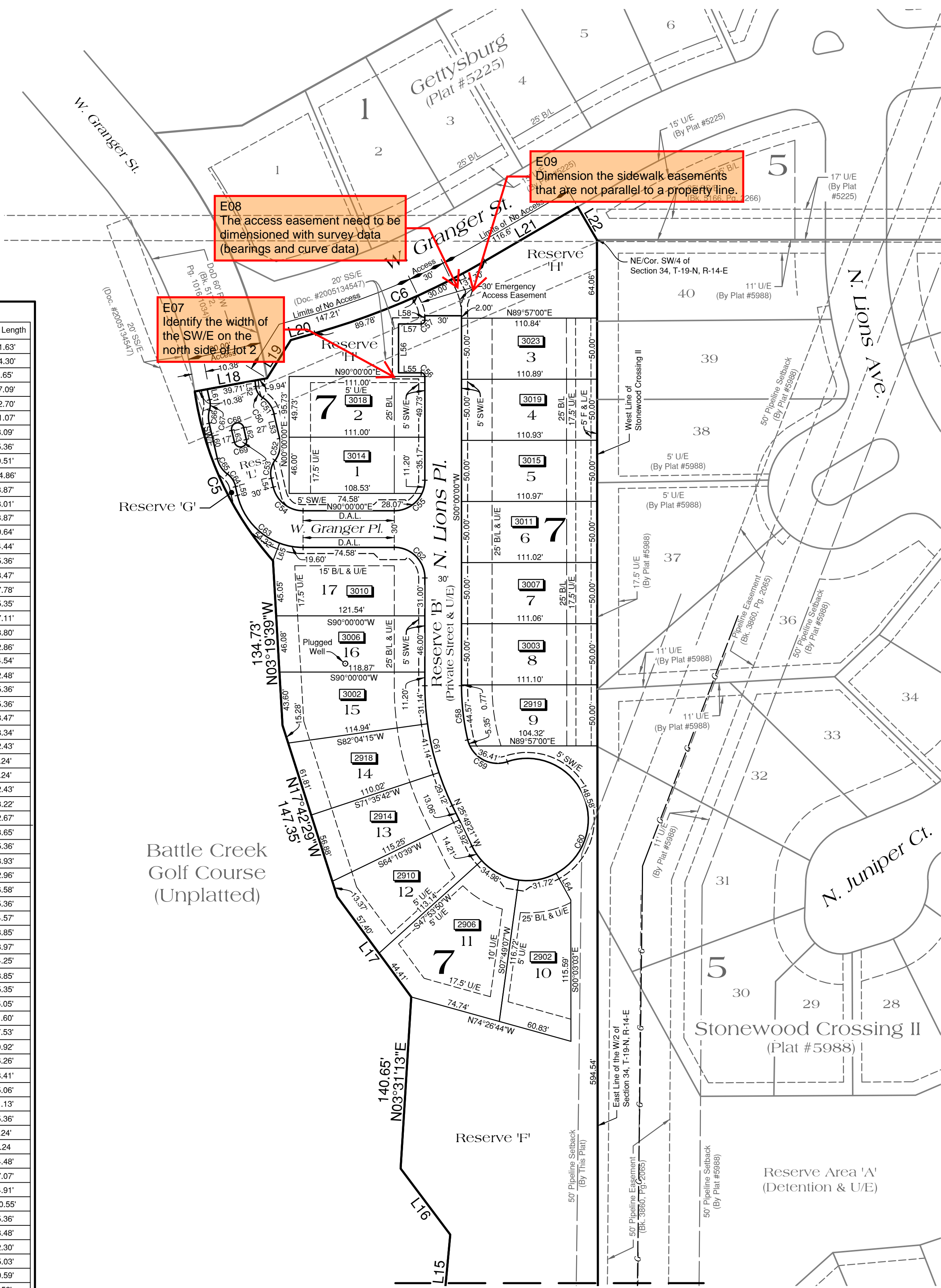
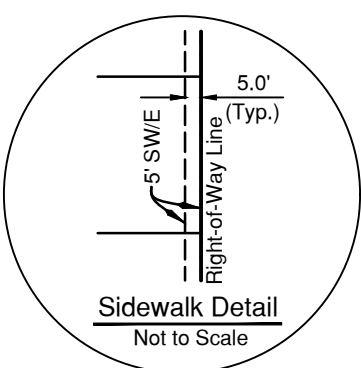


60 30 0 60 120 180  
SCALE: 1"= 60'



T  
19  
N

NORTH



Battle Creek  
Golf Course  
(Unplatted)

Reserve Area 'A'  
(Detention & U/E)

Match Line: Sheet (1 of 4)

Curve Table					
No.	Delta	Radius	Length	Chord Direction	Chord Length
C1	51°58'02"	310.00'	281.17'	N 64°00'34" W	271.63'
C2	59°02'09"	390.00'	401.85'	N 67°32'38" W	384.30'
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C4	63°18'41"	102.03'	112.74'	N 37°02'51" E	107.09'
C5	33°01'28"	268.63'	154.83'	N 24°47'06" W	152.70'
C6	14°32'16"	597.00'	151.48'	N 66°59'09" E	151.07'
C7	15°10'24"	220.00'	58.26'	N 25°03'43" E	58.09'
C8	90°00'00"	25.00'	39.27'	N 25°31'29" W	35.36'
C9	54°39'50"	55.00'	52.47'	N 43°11'34" W	50.51'
C10	15°51'39"	380.00'	105.19'	N 07°55'50" W	104.86'
C11	32°12'15"	25.00'	14.05'	N 16°06'08" W	13.87'
C12	154°24'30"	40.00'	107.80'	N 45°00'00" E	78.01'
C13	32°12'15"	25.00'	14.05'	S 73°53'52" E	13.87'
C14	16°33'29"	280.00'	80.92'	S 81°43'16" E	80.64'
C15	87°04'58"	25.00'	38.00'	N 63°01'00" E	34.44'
C16	90°00'00"	25.00'	39.27'	N 25°31'29" W	35.36'
C17	70°28'34"	55.00'	67.65'	N 35°17'12" W	63.47'
C18	89°59'56"	55.00'	86.39'	N 44°57'02" E	77.78'
C19	89°59'56"	25.00'	39.27'	N 44°57'02" E	35.35'
C20	14°34'55"	225.00'	57.26'	S 07°14'32" W	57.11'
C21	85°03'29"	25.00'	37.11'	S 27°59'45" E	33.80'
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C23	85°41'56"	448.00'	44.56'	S 72°38'53" E	44.54'
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C38	54°39'50"	25.00'	23.85'	N 43°11'34" W	22.96'
C39	15°51'39"	350.00'	96.89'	N 07°55'50" W	96.58'
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C44	07°07'46"	195.00'	24.26'	N 74°05'22" W	24.25'
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C51	43°23'19"	22.00'	16.66'	S 34°41'30" E	16.26'
C52	49°27'30"	22.00'	18.99'	S 11°43'55" W	18.41'
C53	49°27'30"	18.00'	15.54'	S 11°43'55" W	15.06'
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C58	13°05'47"	195.00'	44.57'	S 06°32'54" E	44.48'
C59	95°41'54"	25.00'	41.76'	S 60°56'44" E	37.07'
C60	262°58'20"	50.00'	229.49'	S 22°41'29" W	74.91'
C61	25°49'21"	225.00'	101.40'	N 12°54'40" W	100.55'
C62	90°00'00"	25.00'	39.27'	N 45°00'00" W	35.36'
C63	77°00'10"	55.00'	73.92'	N 51°29'55" W	68.48'
C64	39°56'42"	18.00'	12.55'	S 32°58'11" E	12.30'
C65	39°56'42"	22.00'	15.34'	S 32°58'11" E	15.03'
C66	27°51'46"	22.00'	10.70'	S 00°56'03" W	10.59'
C67	27°23'06"	18.00'	8.60'	S 01°10'23" W	8.52'
C68	180°00'00"	5.00'	15.71'	N 77°00'10" E	10.00'
C69	180°00'00"	5.00'	15.71'	S 77°00'10" W	10.00'
C70	180°00'00"	5.33'	16.76'	N 55°21'04" W	10.67'
C71	180°00'00"	5.33'	16.76'	S 55°21'04" E	10.67'
C72	180°00'00"	11.33'	35.60'	N 65°18'14" W	22.67'
C73	02°14'17"	238.67'	9.32'	N 23°34'37" E	9.32'
C74	180°00'00"	11.33'	35.60'	S 67°32'31" E	22.67'
C75	02°14'17"	261.33'	10.21'	S 23°34'37" W	10.21'
C76	03°52'50"	400.00'	27.09'	N 43°01'06" W	27.09'

## Lot Areas

Lot	Area (S.F.)	Lot	Area (S.F.)	Lot	Area (S.F.)
1	6,001	1	6,584	1	6,000
2	5,040	2	5,552	2	6,000
3	5,040	3	5,552	3	6,000
4	5,413	4	5,830	4	6,000
5	8,494	5	8,830	5	6,000
6	8,730	6	8,830	6	6,000
7	5,520	7	7,814	7	6,000
8	5,520	8	7,284	8	6,023
9	6,000	9	5,610	9	9,070
10	5,520	10	5,060	10	5,097
11	5,520	11	5,060	11	5,097
12	5,520	12	5,060	12	5,543
13	5,544	13	5,060	13	5,545
14	6,451	14	8,756	14	5,548
15	6,048	15	5,056	15	6,550
16	6,745	16	5,060	16	5,552
17	6,139	17	5,060	17	5,554
18	7,181	18	5,052	18	5,554
19	5,066	19	5,026	19	6,299
20	5,083	20	6,026	20	8,904
21	5,544	21	5,060	21	6,299
22	6,786	22	5,060	22	5,534
23	9,308	23	5,060	23	5,534
24	6,046	24	5,060	24	5,933
25	5,979	25	7,014	25	9,529
26	6,323	26	1,527	26	17,761
27	5,914	27	2,285	27	15,904
28	9,159	28	3,530	28	15,904
29	6,036	29	4,520	29	15,904
30	5,815	30	5,246	30	15,904
31	5,425	31	5,425	31	15,904
32	5,941	32	5,941	32	15,904
33	6,620	33	6,620	33	15,904

## Legend

B/L	= Building Line	RES.	= Reserve
BK.	= Book	R/W	= Right of Way
PG.	= Page	U/E	= Utility Easement
F&L/E	= Fence & Landscape Esmt.	OD/E	= Overland Drainage Esmt.
SS/E	= Sanitary Sewer Easment	UNP	= Unplatted
00000	= Lot Address	R/A	= Restricted Access

## Monument Notes

- A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.
- A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all lot corners after completion of improvements, unless noted otherwise.
- A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

## Basis of Bearings

The non-astronomic bearings for this plat are based on an assumed bearing of S 00°03'00"E along the East line of the SW/4 of Section 34, 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.

## Benchmark

Offsite Benchmark:  
Chiseled "X" in a chiseled box on top of curb at the west northwest curb return at the intersection of Albany Drive and Juniper Place.  
North: 399177.099'  
East: 2616743.621'  
Elevation: 764.67'  
Oklahoma State Plane Coordinate System North Zone NAD83  
Vertical Datum: NAVD83  
All Coordinates in U.S. Survey Feet

## Notes

- Water to be supplied by the City of Broken Arrow.
- Sewage to be received by the City of Broken Arrow.
- All pie-shaped meet the minimum lot width at the building setback line.

## Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD 101421-67 & DD 101421-68. Stormwater detention for this plat will be provided on the site.

## Lot Addresses

Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of the legal description.

## Private Streets

For Reserve Areas "A" and "B" that cover the streets for the dedication and use of the private streets, these do not meet the city standards for width and the accompanying roads are not subject to maintenance by the City of Broken Arrow. These streets cannot be turned over to the City of Broken Arrow without right of way for the reserve areas and additional right of way dedicated by all lot owners.

## Line Table

No.	Bearing	Distance	No.	Bearing	Distance	No.	Bearing	Distance
L1	N 38°01'33" W	60.00'	L23	N 73°07'29" E	34.85'	L45	S 34°36'56" W	14.85'
L2	N 07°11'34" W	2.00'	L24	N 34°38'56" E	14.68'	L46	S 07°13'37" E	37.23'
L3	N 07°49'28" E	47.64'	L25	N 19°28'31" E	6.48'	L47	N 15°51'39" W	48.24'
L4	N 25°34'56" E	71.28'	L26	N 15°51'39" W	48.24'	L48	N 00°00'00" E	121.77'
L5	N 04°11'31" E	84.46'	L27	N 00°00'00" E	12.13'	L49	N 90°00'00" E	52.89'
L6	N 28°16'33" W	71.70'	L28	N 90°00'00" E	43.25'	L50	N 34°38'56" E	6.50'
L7	N 05°23'11" E	49.28'	L29	N 70°31'29" W	24.20'	L51	S 34°36'56" W	6.50'
L8	N 75°06'24" E	25.63'	L30	N 00°02'55" W	58.91'	L52	S 06°43'57" E	4.83'
L9	S 68°53'46" E	40.67'	L31	S 70°31'29" E	27.14'	L53	S 12°59'50" E	20.34'
L10	N 06°41'27" E	71.22'	L32	S 69°47'55" E	33.29'	L54	S 12°59'50" E	7.33'
L11	S 64°17'22" E	70.91'	L33	S 09°43'27" W	72.51'	L55	S 90°00'00" W	18.50'
L12	N 62°46'32" E	59.58'	L34	S 80°16'33" E	30.50'	L56	N 00°00'00" E	40.00'
L13	N 02°51'39" E	26.51'	L35	S 09°43'27" W	24.50'	L57	N 90°00'00" E	18.50'
L14	N 47°51'45" E	60.94'	L36	N 80°16'33" W	25.50'	L58	N 00°00'00" W	3.81'
L15	N 05°13'22" E	60.80'	L37	S 09°43'27" W	15.00'	L59	N 12°59'50" W	7.33'
L16	N 36°48'58" W	67.61'	L38	N 09°43'27" E	15.00'	L60	S 12°59'50" E	29.76'
L17	N 36°24'01" W	101.61'	L39	N 80°16'33" W	25.50'	L61	N 12°51'10" W	6.97'
L18	N 79°40'24" E	60.03'	L40	N 09°43'27" E	24.00'	L62	N 12°59'50" W	10.00'
L19	N 31°56'42" E	38.97'	L41	S 80°16'33" E	3.50'	L63	S 12°59'50" E	10.00'
L20	N 74°15'17" E	20.45'	L42	N 09°43'27" E	72.51'	L64	N 28°51'43" W	25.00'
L21	N 59°43'01" E	87.86'	L43	N 70°31'29" W	34.12'	L65	S 20°24'59" W	15.46'
L22	S 30°16'59" E	31.19'	L44	S 19°28'31" W	6.49'			

APPROVED \_\_\_\_\_ by the City Council  
of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

The Cottages at  
Battle Creek - East

&lt;



THE COTTAGES  
AT BATTLE CREEK - EAST

DEED OF DEDICATION  
AND  
RESTRICTIVE COVENANTS  
PUD No. 94W

KNOW CERTAIN PERSONS BY THESE PRESENTS:

That BC Land Holding Company, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land located in the W/2 of Section 34, 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:

Beginning at the southwest corner of the right-of-way for North Juniper Place as platted in "Broken Arrow Post Acute Health Care Campus", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6565, as filed in the records of the Tulsa County Clerk's office, also lying on the northerly right-of-way for West Albany Drive as platted in "Stone Ridge Towne Center", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6236, as filed in the records of the Tulsa County Clerk's office, being more particularly described as follows:

Thence westerly along the northerly right-of-way for West Albany Drive and along a curve to the right with a central angle of 51°58'02", a radius of 310.00 feet, an arc length of 281.17 feet, a chord bearing of N 64°00'34"W and a chord length of 271.63 feet;

Thence N 38°01'33" W along the northerly right of way for West Albany Drive and tangent to the previous curve a distance of 50.00 feet to a tangent curve to the left;

Thence along the northerly right of way for West Albany Drive and along a tangent curve to the left with a central angle of 59°02'09", a radius of 390.00 feet, an arc length of 401.85 feet, a chord bearing of N 67°32'38" W and a chord length of 384.30 feet to the southeast corner of "The Greens at Battle Creek", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6428, as filed in the records of the Tulsa County Clerk's office;

Thence N 07°11'34" W along the easterly line of "The Greens at Battle Creek", a distance of 2.09 feet;

Thence N 07°49'28" E along the easterly line of "The Greens at Battle Creek", a distance of 47.64 feet;

Thence N 15°51'39" W along the easterly line of "The Greens at Battle Creek", a distance of 332.90 feet to a non-tangent curve to the right;

Thence along the easterly line of "The Greens at Battle Creek" and along a non-tangent curve to the right with a central angle of 05°37'50", a radius of 200.00 feet, an arc length of 19.65 feet, a chord bearing of S 87°12'11" W and a chord length of 19.65 feet;

Thence N 38°52'09" E and not tangent to the previous curve a distance of 151.45 feet;

Thence N 06°39'44" W a distance of 166.16 feet;

Thence N 25°34'56" E a distance of 71.28 feet;

Thence N 85°25'34" E a distance of 162.57 feet;

Thence N 04°11'31" E a distance of 84.46 feet;

Thence N 28°16'33" W a distance of 71.70 feet;

Thence N 05°23'31" E a distance of 49.28 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 63°18'41", a radius of 102.03 feet, an arc length of 112.74 feet, a chord bearing of N 37°02'51" E and a chord length of 107.09 feet;

Thence N 75°06'24" E and not tangent to the previous curve a distance of 25.63 feet;

Thence S 68°53'46" E a distance of 40.67 feet;

Thence N 86°41'27" E a distance of 71.22 feet;

Thence S 64°17'22" E a distance of 70.91 feet;

Thence N 62°46'32" E a distance of 59.58 feet;

Thence N 02°31'39" E a distance of 26.51 feet;

Thence N 47°51'45" E a distance of 60.94 feet;

Thence N 05°13'22" E a distance of 60.80 feet;

Thence N 36°48'58" W a distance of 67.61 feet;

Thence N 03°31'13" E a distance of 140.65 feet;

Thence N 36°24'01" W a distance of 101.81 feet;

Thence N 17°42'29" W a distance of 147.35 feet;

Thence N 03°19'39" W a distance of 134.73 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with a central angle of 33°01'28", a radius of 268.63 feet, an arc length of 154.83 feet, a chord bearing of N 24°47'06" W and a chord length of 152.70 feet;

Thence N 79°40'24" E and not tangent to the previous curve a distance of 60.03 feet to the most southerly southwest corner of "Gettysburg", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5225, as filed in the records of the Tulsa County Clerk's office;

Thence N 31°56'42" E along the southerly line of "Gettysburg", a distance of 36.97 feet;

Thence N 74°15'17" E along the southerly line of "Gettysburg", a distance of 20.46 feet to a tangent curve to the left;

Thence along the southerly line of "Gettysburg" and along a tangent curve to the left with a central angle of 14°32'16", a radius of 597.00 feet, an arc length of 151.48 feet, a chord bearing of N 66°59'09" E and a chord length of 151.07 feet;

Thence N 59°43'01" E along the southerly line of "Gettysburg" and tangent to the previous curve a distance of 87.86 feet;

Thence S 30°16'59" E along the southerly line of "Gettysburg", a distance of 31.19 feet to the northwest corner of "Stone Wood Crossing II", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5988, as filed in the records of the Tulsa County Clerk's office;

Thence S 00°03'00" E along the west line of "Stone Wood Crossing II" and along the west line of "Stone Ridge Towne Center", and along the west line of "Broken Arrow Post Acute Health Care Campus", a distance of 2250.44 feet to the "Point of Beginning".

Said tract contains 890,638 square feet or 20.4462 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 00°03'00" E along the west line of "Stone Wood Crossing II", "Stone Ridge Towne Center" and "Broken Arrow Post Acute Health Care Campus", also being the east line of the SW/4 of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "THE COTTAGES AT BATTLE CREEK - EAST", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

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, 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 shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, fencing, curbing, irrigation and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the northern perimeter of the subdivision along Granger Street as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards shall be served by underground cable; 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 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.

1.2.3 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 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 and or gas service facilities so installed by it. The supplier of electric, telephone, 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 of each lot in the subdivision 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 of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such 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 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 materially 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 lot owner or at the lot owner's expense.

1.3.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the lot owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the lot owner, its agents or contractors.

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for the maintenance of the 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 or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

Each lot on the Plat 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. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across his/her lot, and 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 Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the THE COTTAGES AT BATTLE CREEK - EAST Homeowners' Association, Inc., formed pursuant to SECTION IV – HOMEOWNERS' ASSOCIATION.

1.5 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to West Albany Drive and West Granger Street within the bounds designated as "Limits of No Access" 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, Oklahoma, as a perpetual non-exclusive easement to provide 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, Oklahoma.

1.6 Private Streets

1.6.1 Reserve Areas "A" and "B" as designated on the accompanying plat are herein designated for use as private streets for the common use and benefit of the owners of lots within "THE COTTAGES AT BATTLE CREEK - EAST", their guests and invitees for the purpose of providing access to and from the various lots and for providing decorative fencing and landscaping, and are reserved for subsequent conveyance to THE COTTAGES AT BATTLE CREEK - EAST Homeowners' Association, Inc., a not for profit, for the purposes of the administration and maintenance of the streets and other common areas of the subdivision.

1.6.2 The Owner/Developer herein grants to the City of Broken Arrow, Oklahoma, the United States Postal Service, and to any public utility providing utility service to the subdivision, the right to enter and traverse the private streets (Reserve Areas "A" and "B") and to operate thereon all service, emergency, and government vehicles including but not limited to police and fire vehicles and equipment and does further grant to the City of Broken Arrow and to any public utility providing utility service to the subdivision the right to make various underground utility crossings of the private streets (Reserve Areas "A" and "B") as reasonably necessary to provide service and upon the installation of any such utility line, cable, or facility such grantee shall be deemed to have a definitive perpetual easement covering

a strip 5 feet in width extending 2 1/2 feet on each side of the utility line, cable, or facility.

1.6.3 The Owner/Developer for itself and its successors herein covenants with the City of Broken Arrow, which covenants shall run with the land and inure to the benefit of the City of Broken Arrow and shall be enforceable by the City of Broken Arrow to:

1.6.3.1 Except in areas of Entry/Exit medians and hammerhead turnarounds, the Owner/Developer shall construct and maintain an all-weather hard surface street of not less than twenty-six (26) feet in width constructed to City of Broken Arrow standards and extending the full length of the private streets (Reserve Areas "A" and "B") depicted within the accompanying plat.

1.6.3.2 Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle from free usage of the private streets (Reserve Areas "A" and "B").

1.6.4 The City of Broken Arrow shall have no duty to maintain any private streets (Reserve Areas "A" and "B") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserve Areas "A" and "B").

1.6.5 The Owner/Developer or its assigns hereby reserves the right to maintain, change, or otherwise regulate the hours of operation of the privacy gates at every entry into "THE COTTAGES AT BATTLE CREEK - EAST", until such time that the last lot owned within "THE COTTAGES AT BATTLE CREEK - EAST" has been purchased and dues paying residents are living in the home constructed upon such lot, at which time, (unless sooner assigned by the Owner/Developer) the Homeowners' Association will determine the hours of operation of such gates. This in no way precludes individual lot owners within "THE COTTAGES AT BATTLE CREEK - EAST", from time to time, to provide a limited access code to open the gates for the purpose of showing a listed property for sale, yard maintenance, cleaning services, or like service personnel to access the areas behind the gates for restricted purposes during allowed times.

1.6.6 The privacy gates shall be licensed and operated in accordance with the City of Broken Arrow's private street entrance requirements. The maintenance of the gates shall be the responsibility of the Homeowners' Association.

1.7 Fence and Landscape Easements

The Owner/Developer herein establishes and reserves for subsequent conveyance to THE COTTAGES AT BATTLE CREEK - EAST Homeowners' Association, Inc., formed pursuant to SECTION IV – THE COTTAGES AT BATTLE CREEK - EAST Homeowners' Association, Inc., a perpetual non-exclusive easement to erect and maintain fencing walls, landscaping, and/or irrigation along the north and south property boundaries of the subdivision within the Utility Easement and Landscape Easement depicted on the accompanying plat. Fencing and walls shall meet the requirements of Section 5.2.E.3.iv of the City of Broken Arrow, Oklahoma Zoning Ordinance.

1.8 Fence, Landscape, and Paving Repair

The owner of each lot shall be responsible for the repair and replacement of any fencing, landscaping, and paving located within the utility easements in the event it is necessary to repair any underground water, sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall place any fencing, landscaping, or plant any trees or shrubbery in dedicated utility easements or rights-of-ways which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-ways. If it is determined that any fencing, landscaping trees or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the City of Broken Arrow and or respective utility provider shall have the right to remove said fencing, landscaping, trees or shrubbery upon five (5) days' notice at the lot owner's expense, or within such time the lot owner may remove the same.

E11  
When submitting the application for the final plat submit the covenants on the same sheet size used for the plats (24x36)  
The plans will be R&R for the project  
THE COTTAGES AT BATTLE CREEK - EAST  
D:\Data\LEGAL\2020\20151.00.003 5C DOD East.docx August 7, 2025 Sheet 3 of 4

