



**City of Broken Arrow**  
**Meeting Agenda**  
**Planning Commission**

*Robert Goranson Chairman*  
*Jason Coan Vice Chairman*  
*Jaylee Klempa Commissioner*  
*Jonathan Townsend Commissioner*  
*Mindy Payne Commissioner*

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**Thursday, March 26, 2026**

**5:30 PM**

**City of Broken Arrow**  
**Council Chambers**  
**220 South 1st Street**  
**Broken Arrow, OK**  
**74012**

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**1. Call To Order**

**2. Roll Call**

**3. Old Business**

**4. Consideration of Consent Agenda**

- A. [26-437](#) Approval of LOT-002705-2026, Timbercrest Lot Split, 1 lot to 2 lots 5.11 acres, CH (Commercial Heavy), located approximately just north of Albany Street (61st Street) and one-eighth mile east of Aspen Avenue (145th East Avenue)
- B. [26-405](#) Approval of PR-000885-2025| PT-002706-2026, Preliminary Plat for Walmart Addition, approximately 16.875 acres, 2 Lots, Commercial General (CG), located on the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (S. 241st East Avenue)
- C. [26-443](#) Approval of PT-002685-2026 | PR-000915-2026, Preliminary Plat, Elm Village, 21.81 acres, 89 lots, RM (Residential Multi-Family) and PUD-340 to RSP (Single-family residential - Preservation) via BAZ-002485-2025, located one-eighth of a mile south of West Tucson Street (121st Street South) and just west of South Elm Place (161st East Avenue)

**5. Consideration of Items Removed from Consent Agenda**

**6. Public Hearings**

- A. [26-435](#) No Action Taken, COMP-002549-2025, Comprehensive Plan Change, 4701 S Garnett Road, 6.19 acres from Level 4 (Commercial/Employment Nodes) to Level 2 (Urban Residential) located approximately one-tenth mile north and east of the northeast corner of W. Florence Street (111st Street) and Garnett Road (113th E. Avenue).
- B. [26-441](#) Public hearing, consideration, and possible action regarding PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).
- C. [26-440](#) Public hearing, consideration, and possible action regarding PUD-002694-2025 (Planned Unit Development), minor amendment to PUD-002316-2025, PUD-001815-2024, PUD-000126-2022, Southern Trails on Olive, 20.49 acres, CG (Commercial General), RM (Residential Multi-Family), CM (Community Mixed-Use) via BAZ-00012-2022 and PUD-000126-2022, located on the southeast corner of New Orleans Street (101st Street) and Aspen Avenue (145th East Avenue)

**7. Appeals**

**8. General Commission Business**

**9. Remarks, Inquiries and Comments by Planning Commission and Staff (No Action)**

**10. Adjournment**

**NOTICE:**

- 1. ALL MATTERS UNDER “CONSENT” ARE CONSIDERED BY THE PLANNING COMMISSION TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. HOWEVER, ANY CONSENT ITEM CAN BE REMOVED FOR DISCUSSION, UPON REQUEST.**
- 2. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT AT 918-259-8412, TO MAKE ARRANGEMENTS.**
- 3. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE PLANNING COMMISSION MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.**
- 4. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE PLANNING COMMISSION MEETING.**

**A paper copy of this agenda is available upon request.**

**POSTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.**

\_\_\_\_\_  
**City Clerk**



# City of Broken Arrow

## Request for Action

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**File #:** 26-437, **Version:** 1

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**Broken Arrow Planning Commission  
03-26-2026**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of LOT-002705-2026, Timbercrest Lot Split, 1 lot to 2 lots 5.11 acres, CH (Commercial Heavy), located approximately just north of Albany Street (61st Street) and one-eighth mile east of Aspen Avenue (145th East Avenue)

**Background:**

**Applicant:** Jeffrey Tuttle & Matt Roark, Tuttle & Associates

**Owner:** Jack Wright

**Developer:** NA

**Surveyor:** Jeffrey Tuttle, Tuttle & Associates

**Location:** Approximately just north of Albany Street (61st Street) and one-eighth mile east of Aspen Avenue (145th East Avenue)

**Size of Tract** 5.11

**Number of Lots:** 2 proposed

**Zoning:** CH (Commercial Heavy)

**Comp Plan:** Level 6 - Regional Employment/Commercial

Lot Split request LOT-002705-2026 involves 5.11 acres, which is currently platted as Timbercrest Park. The property is located just north of Albany Street (61st Street) and one-eighth mile east of Aspen Avenue (145th East Avenue).

The applicant is requesting this lot split approval to facilitate the sale of the split portions to two separate interested parties. The proposed lots meet the dimensional standards of PUD-29.

According to FEMA National Flood Hazard Layer Maps, no portion of the properties to be split off are located within the 100-year floodplain. Water and sanitary sewer service is available from the City of Broken Arrow.

Oklahoma Natural Gas (ONG), Public Service Company of Oklahoma (PSO), Windstream, and Cox Communications did not indicate any issues with the proposed lot split.

**Attachments:** Case map  
Aerial  
Survey Exhibit  
Survey Legal Descriptions

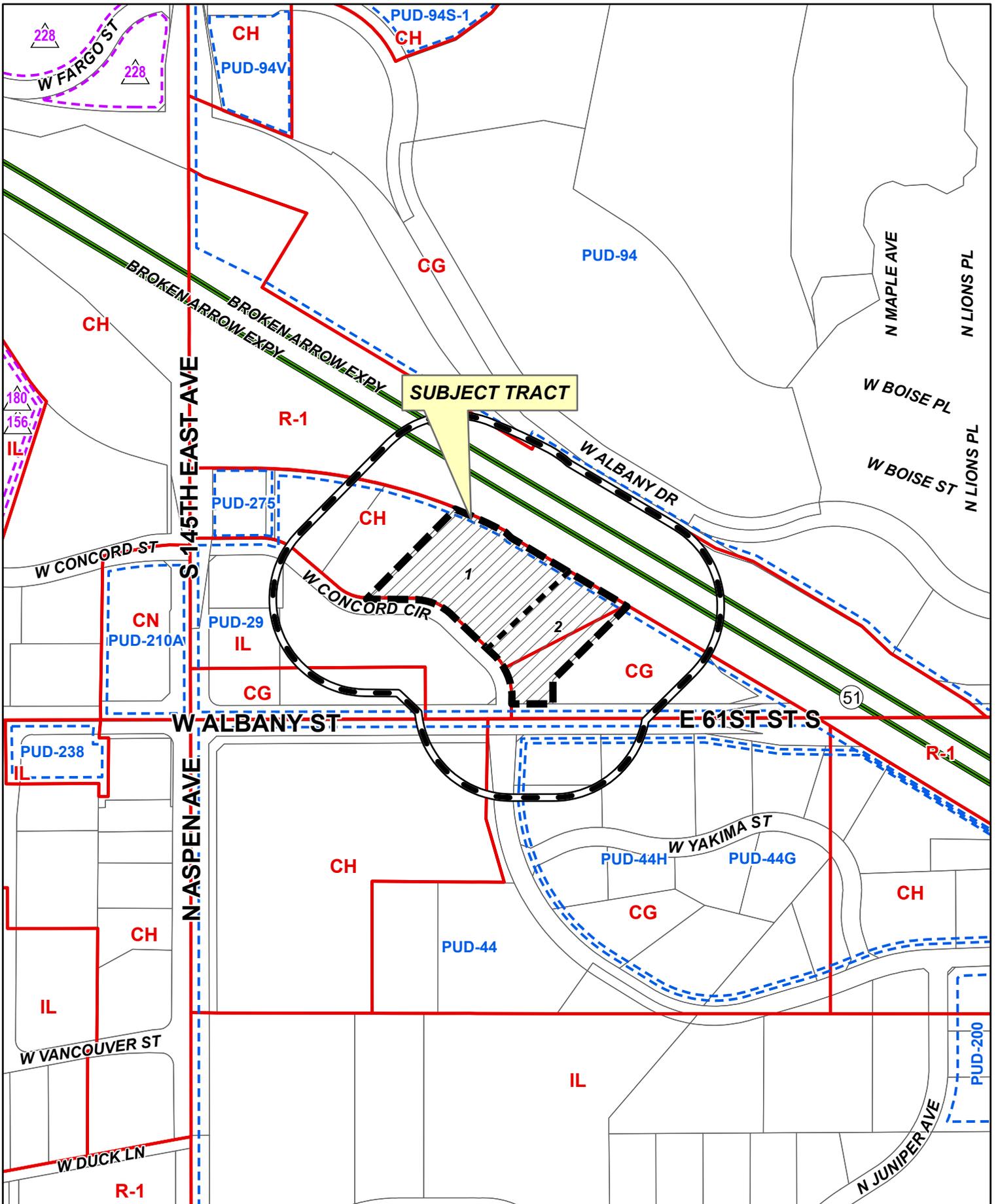
**Recommendation:**

Staff recommends LOT-002705-2025 be approved, subject to new warranty deeds for all parcels being brought simultaneously to the Planning & Development Division to be stamped prior to being recorded in Tulsa County.

**Reviewed by: Jane Wyrick**

**Approved by: Rocky Henkel**

JAJ

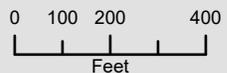


**SUBJECT TRACT**



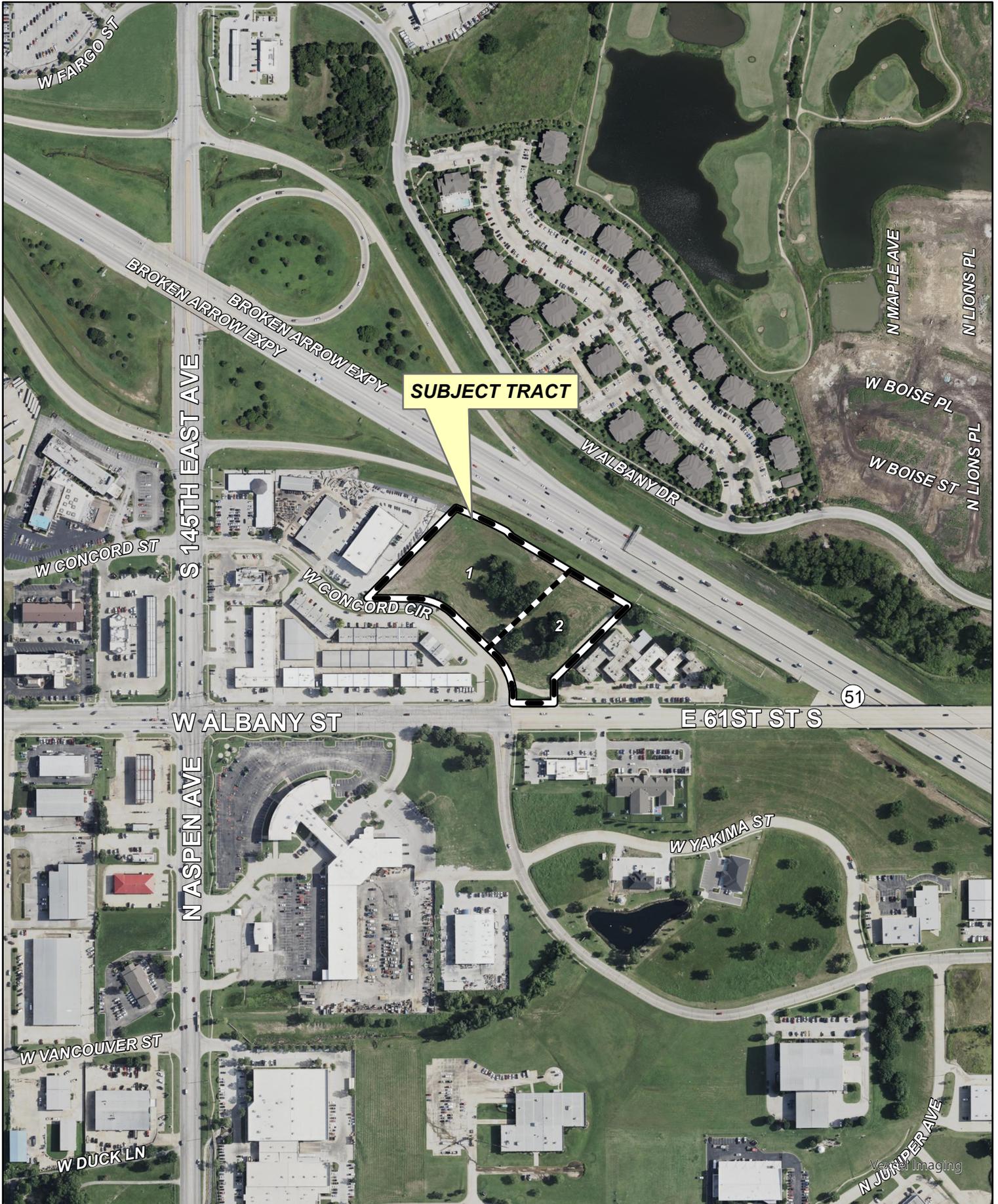
Subject Tract

**LOT-002705-2026**



34 19-14





**SUBJECT TRACT**

1

2

51

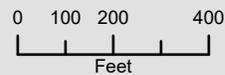
Vista Imaging

Note: Graphic overlays may not precisely align with physical features on the ground.  
Aerial Photo Date: 2024



Subject Tract

**LOT-002705-2026**



34 19-14



EXHIBIT "A"

Lot 1, Block 2  
Timbercrest Park

Subject Property  
Lot 2, Block 2  
Timbercrest Park

TRACT 1  
135,394.32 s.f. or 3.11 ac.

TRACT 2  
87,207.72 s.f.  
or 2.00 ac.

Lot 3, Block 2  
Timbercrest Park



*Handwritten signature and date: J. A. Tuttle 2-23-26*

174.45  
Δ 27° 06' 51"  
R = 1834.86

30.48  
S 47° 39' 00" E

212.89  
S 58° 58' 00" E

213.70  
S 58° 58' 00" E

355.00  
S 45° 25' 27" E

331.81  
S 45° 25' 27" W

77.86  
S 00° 03' 26" E

130.94  
N 89° 55' 06" W

403.63  
N 45° 00' 00" E

135.74  
Δ 44° 21' 23"  
R = 175.00

153.16  
S 89° 30' 42" W

☉ WEST CONCORD CIRCLE

168.30  
N 45° 45' 37" W

22.11  
N 45° 45' 37" W

139.68  
Δ 44° 21' 23"  
R = 175.00

30.86  
N 00° 02' 00" W

POB

☉ EAST 61ST STREET SOUTH



1"=100'

**TUTTLE & ASSOCIATES, INC.**  
P.O. BOX 47313  
Tulsa, Oklahoma 74147-1313  
Phone: (918) 663-5567

Date: 02/03/2026  
Drawn: MPR  
Checked: JAT  
Job Number:  
Sheet 1 of 1

Tract 1 Legal Description

BEGINNING AT THE SW CORNER OF LOT 2 BLOCK 2 TIMBERCREST PARK, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA ACCORDING TO PLAT NUMBER 4301 FILED IN THE RECORDS OF THE TULSA COUNTY CLERKS OFFICE

THENCE N 45°00'00" E FOR A DISTANCE OF 403.63 FEET TO A POINT ON THE STATE OF OKLAHOMA RIGHT OF WAY; THENCE ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE 27°06'51", A RADIUS OF 1834.86 FEET, AND A DISTANCE OF 174.45; THENCE S 47°39'00" E ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 30.48 FEET; THENCE S 58°58'00" E FOR A DISTANCE OF 212.89 FEET; THENCE S 45°25'27" W FOR A DISTANCE OF 355.05 FEET TO A POINT ON THE WEST CONCORD CIRCLE RIGHT OF WAY; THENCE N 45°45'37" W ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 168.30 FEET; THENCE ON A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 44°21'23", A RADIUS OF 175.00 FEET, AND A DISTANCE OF 135.74 FEET; THENCE S 89°30'42" W A DISTANCE OF 153.16 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINING 135,394.32 SQRARE FEET OR 3.11 ACRES

Tract 2 Legal Description

BEGINNING AT THE SW CORNER OF LOT 2 BLOCK 2 TIMBERCREST PARK, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA ACCORDING TO PLAT NUMBER 4301 FILED IN THE RECORDS OF THE TULSA COUNTY CLERKS OFFICE.

THENCE N 00°04'28" W FOR A DISTANCE OF 30.86 FEET; THENCE ON A CURVE TO THE LEFT WITH A CENTRAL ANGLE 44°16'22", A RADIUS OF 175.00 FEET FOR A DISTANCE OF 139.67 FEET; THENCE N 45°45'37" W FOR A DISTANCE OF 22.11 FEET; THENCE N 45°25'27" E FOR A DISTANCE OF 355.00 FEET; THENCE S 58°58'00" E FOR A DISTANCE OF 213.70 FEET; THENCE S 45°25'27" W FOR A DISTANCE OF 331.81 FEET; THENCE S 00°03'26" E FOR A DISTANCE OF 77.86 FEET; THENCE N 89°55'06" W FOR A DISTANCE OF 130.95 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINING 87,177.81 SQUARE FEET OR 2.00 ACRES



# City of Broken Arrow

## Request for Action

**File #:** 26-405, **Version:** 1

### Broken Arrow Planning Commission 03-26-2026

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of PR-000885-2025| PT-002706-2026, Preliminary Plat for Walmart Addition, approximately 16.875 acres, 2 Lots, Commercial General (CG), located on the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (S. 241st East Avenue)

**Background:**

**Applicant:** Kimley-Horn  
**Owner:** Oneta71, LLC  
**Developer:** Oneta71, LLC  
**Engineer:** Kimley-Horn  
**Location:** Northwest corner of E. Kenosha Street (71st Street) and Oneta Road (S. 241st East Avenue)  
**Size of Tract** 16.875 acres  
**Number of Lots:** 2  
**Present Zoning:** Commercial General (CG)  
**Proposed Zoning:** Commercial General (CG)  
**Comp Plan:** Level 4 (Commercial/Employment Nodes) & Greenway/Floodplain

PT-002706-2026, the Preliminary Plat for Walmart Addition, contains two lots on 16.875 acres. This property is located on the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (S. 241st East Avenue)

Access to this development will be provided on E. Kenosha Street (71<sup>st</sup> Street) and Oneta Road (S. 241<sup>st</sup> East Avenue). An additional 10' of right-of-way will be dedicated on E. Kenosha Street for a total of 60'.

According to FEMA maps, a small portion of the northwest corner of the plat falls within the 100-year floodplain. No development is proposed within the floodplain area.

Water and sanitary sewer is serviced by the City of Broken Arrow. The Preliminary Plat was reviewed by the Technical Advisory Committee on March 17, 2026, where planning, engineering, and stormwater comments were made. The applicant is in agreement to make all proposed revisions to satisfy staff comments by the Conditional Final Plat.

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**File #: 26-405, Version: 1**

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**Attachments:** Preliminary Plat for Walmart Addition w/ staff comments

**Recommendation:**

Staff recommends PR-000885-2025| PT-002706-2026 Preliminary Plat for Walmart Addition be approved.

**Reviewed by: Jane Wyrick**

**Approved by: Rocky Henkel**

**RLB**



SECTION I. PUBLIC STREETS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "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, 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 STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH 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 STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERRECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNERS LOT.
2. WITHIN UTILITY EASEMENTS, DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND/OR CONTRACTORS.
4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, 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.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

D. UTILITY SERVICE

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION, STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNERS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNERS AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

F. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO NORTH 23RD STREET AND EAST KENOSHA STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "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, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. SURFACE DRAINAGE

EACH LOT WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S 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.

H. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER PRIOR TO THE ISSUANCE OF THE OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION. THE OWNER SHALL CONSTRUCT SIDEWALKS IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.

I. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY OF BROKEN ARROW, OKLAHOMA. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT. NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

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, PUBLIC STREETS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTION I SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY, THE CITY OF BROKEN ARROW, OKLAHOMA. IF ANY JUDICIAL ACTION IS BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED IN THIS DEED OF DEDICATION THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT FOR 25 YEARS AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS EACH, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME WHETHER BEFORE OR AFTER THE PERIOD(S) SPECIFIED IN SUBSECTION B., BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT 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, OKLAHOMA.

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 OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

E23 Remove the storm from the city's responsibility, all storm sewer within the plat is private.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ AND ONETA71 LLC, HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER", ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

BEING A TRACT OF LAND SITUATED IN THE SE1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, AND BEING ALL OF THOSE TRACTS OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO ONETA71 LLC, RECORDED IN BOOK 2913, PAGE 309 AND ALL OF THAT TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO ONETA71 LLC, RECORDED IN BOOK 2913, PAGE 323, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WAGONER COUNTY, OKLAHOMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ODOT BRASS DISK FOUND FOR THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 15 EAST, AND BEING THE CENTERLINE INTERSECTION OF E. 71ST STREET (E. KENOSHA STREET) AND S. 241ST EAST AVENUE;

THENCE NORTH 01°34'19" WEST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 50.0 FEET TO A MAG NAIL WITH A WASHER, STAMPED "KHA PLS1767" SET FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF THE ONETA71 LLC TRACT AS RECORDED IN SAID BOOK 2913, PAGE 309;

THENCE SOUTH 89°06'27" WEST, DEPARTING THE EAST LINE OF SAID SECTION 4 AND SAID S. 241ST EAST AVENUE, ALONG THE SOUTH LINE OF THE ONETA71 LLC TRACT AS RECORDED IN SAID BOOK 2913, PAGE 309 AND ALONG THE NORTH RIGHT OF WAY LINE OF SAID E. 71ST STREET (E. KENOSHA STREET), A DISTANCE OF 662.27 FEET TO A CONCRETE MONUMENT FOUND FOR THE SOUTHWEST CORNER OF SAID ONETA71 LLC, SAME BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO PUBLIC SERVICE COMPANY OF OKLAHOMA, RECORDED IN BOOK 526, PAGE 92 OF THE OFFICIAL PUBLIC RECORDS OF WAGONER COUNTY, OKLAHOMA;

THENCE NORTH 01°26'58" WEST, DEPARTING THE NORTH RIGHT OF WAY LINE OF SAID E. 71ST STREET (E. KENOSHA STREET), ALONG THE WEST LINE OF THE ONETA71 LLC TRACT AS RECORDED IN SAID BOOK 2913, PAGE 309; A WEST LINE OF ONETA71 LLC TRACT AS RECORDED IN SAID BOOK 2913, PAGE 323 AND THE EAST LINE OF SAID PUBLIC SERVICE COMPANY OF OKLAHOMA TRACT, A DISTANCE OF 611.72 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID FOR CORNER OF SAID PUBLIC SERVICE COMPANY OF OKLAHOMA TRACT;

THENCE SOUTH 89°03'28" WEST, ALONG A SOUTH LINE OF THE ONETA71 LLC TRACT AS RECORDED IN SAID BOOK 2913, PAGE 323 AND THE NORTH LINE OF SAID PUBLIC SERVICE COMPANY OF OKLAHOMA TRACT, A DISTANCE OF 661.50 FEET TO A 5/8-INCH IRON ROD WITH AN ILLEGIBLE PLASTIC CAP FOUND FOR THE WESTERLY, SOUTHWEST CORNER OF THE ONETA71 LLC TRACT AS RECORDED IN SAID BOOK 2913, PAGE 323 AND THE NORTHWEST CORNER OF SAID PUBLIC SERVICE COMPANY OF OKLAHOMA TRACT, SAME BEING ON THE EAST LINE OF MEADOWOOD ESTATES III, AN ADDITION TO THE CITY OF BROKEN ARROW, ACCORDING TO THE MAP OR PLAT, RECORDED IN BOOK 5, PAGE 7 OF THE PLAT RECORDS OF WAGONER COUNTY, OKLAHOMA;

THENCE NORTH 01°22'03" WEST, ALONG THE WEST LINE OF THE ONETA71 LLC TRACT AS RECORDED IN SAID BOOK 2913, PAGE 323 AND THE EAST LINE OF SAID MEADOW ESTATE III, A DISTANCE OF 249.47 FEET TO A 5/8-INCH IRON ROD WITH AN ILLEGIBLE PLASTIC CAP FOUND AT THE NORTHWEST CORNER OF ONETA71 LLC TRACT AS RECORDED IN SAID BOOK 2913, PAGE 323, SAME BEING THE SOUTHWEST CORNER OF TRACT OF LAND, DESCRIBED IN A DEED TO CELIA M. ZUCCALA, ET AL, RECORDED IN BOOK 2985, PAGE 614 OF THE OFFICIAL PUBLIC RECORDS OF WAGONER COUNTY, OKLAHOMA;

THENCE NORTH 89°01'55" EAST, ALONG THE NORTH LINE OF THE ONETA71 LLC TRACT AS RECORDED IN SAID BOOK 2913, PAGE 323 AND THE SOUTH LINE OF SAID ZUCCALA, ET AL TRACT, A DISTANCE OF 1,321.56 FEET TO A MAG NAIL WITH A WASHER, STAMPED "KHA PLS1767" SET IN S. 241ST EAST AVENUE, ON THE EAST LINE OF SAID SECTION 4, FOR THE NORTHEAST CORNER OF THE ONETA71 LLC TRACT AS RECORDED IN SAID BOOK 2913, PAGE 323 AND THE SOUTHEAST CORNER OF SAID ZUCCALA, ET AL TRACT;

THENCE SOUTH 01°34'19" EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 862.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.875 ACRES (735,084 SQUARE FEET) OF LAND, MORE OR LESS.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOT(S) AND BLOCK(S), IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "NAME OF PLAT", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA.

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT 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/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 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/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH 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 SHALL BE PLACED, ERRECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS PLAT.

BY: ONETA71 LLC,

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

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_

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

SURVEYOR'S CERTIFICATE

I, MICHAEL B. MARX, A REGISTERED LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "NAME OF PLAT", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER 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.

WITNESS MY HAND AND SEAL, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

MICHAEL B. MARX, P.L.S. 1767

STATE OF TEXAS §

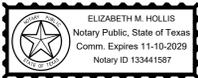
COUNTY OF COLLIN §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MICHAEL B. MARX, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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



PRELIMINARY PLAT WALMART ADDITION

LOT 1, AND LOT 2, BLOCK A

16.875 ACRES - PORTION OF THE SE/4 OF THE SE/4 OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 15 EAST,

INDIAN MERIDIAN

CITY OF BROKEN ARROW,

WAGONER COUNTY, OKLAHOMA

P.U.D. NO. \_\_\_\_\_



6160 Warren Parkway, Suite 210 Frisco, Texas 75034 FIRM # CA 2740 Tel. No. (972) 335-3580

Scale: N/A Drawn by: MBM/GCL Checked by: KHA Date: 9/29/2025 Project No: 063363436 Sheet No: 2 OF 2

OWNER: ONETA71, LLC Onyx Realty Group 15247 S. 353rd E. Avenue Coweta, OK 74429 Contact: Nora Gordon Email: nora@gadacconstruction.com

APPLICANT: Kimley-Horn and Associates, Inc. 2600 N. Central Expressway, Suite 400 Richardson, TX 75080 Phone: 469-708-4173 Contact: Mila Gaston, PE

CASE NO. \_\_\_\_\_

DEVELOPMENT NO. \_\_\_\_\_



# City of Broken Arrow

## Request for Action

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**File #:** 26-443, **Version:** 1

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**Broken Arrow Planning Commission**  
**03-26-2026**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of PT-002685-2026 | PR-000915-2026, Preliminary Plat, Elm Village, 21.81 acres, 89 lots, RM (Residential Multi-Family) and PUD-340 to RSP (Single-family residential - Preservation) via BAZ-002485-2025, located one-eighth of a mile south of West Tucson Street (121<sup>st</sup> Street South) and just west of South Elm Place (161<sup>st</sup> East Avenue)

**Background:**

**Applicant:** Erik Enyart, Tanner Consulting  
**Owner:** Brian Green, Green Property Management  
**Developer:** N/A  
**Engineer:** Tanner Consulting  
**Location:** One-eighth of a mile south of West Tucson Street (121st Street South) and just west of South Elm Place (161st East Avenue)  
**Size of Tract** Approximately 21.81 acres  
**Number of Lots:** 89  
**Present Zoning:** A-1 (Agricultural)  
**Proposed Zoning:** RSP (Single-family residential - Preservation) and FD (Floodplain) via BAZ-002485-2025  
**Comp Plan:** Level 3 - Transitional Area

PT-002685-2026, the preliminary plat for Elm Village, contains 89 lots on 21.81 acres. This property is generally located one-eighth of a mile south of West Tucson Street (121st Street South) and just west of South Elm Place (161st East Avenue).

BAZ-002485-2025 was a request to rezone the property from RM (Residential Multi-Family) and FD (Floodplain) to RSP (Single-family residential - Preservation) and FD (Floodplain). The rezoning request was heard by Planning Commission on November 20, 2025, where it was recommended for approval. BAZ-002485-2025 was approved by City Council on December 2, 2025, subject to platting. PT-002685-2026 is the first application towards platting this property and implementing BAZ-002485-2025.

This development will have access via South Elm Place (161<sup>st</sup> East Avenue). However, there is still need for separate emergency access or secondary street access onto Elm Place. This will be included in the conditional final plat.

According to FEMA's National Flood Hazard Layer, sections of the property are located within the 100-year floodplain. These areas are planned to be dedicated as Stormwater Drainage Easements or Reserve Areas. All developments will follow city, FEMA, and US-ACE regulations.

**Attachments:** Elm Village Preliminary Plat  
Elm Village Preliminary Plat with Comments  
Comment Checklist

**Recommendation:**

Staff recommends PT-002685-2026 | PR-000945-2025, preliminary plat for Elm Village, be approved subject to the attached comments.

**Reviewed by: Jane Wyrick**

**Approved by: Rocky Henkel**

JAJ

# Preliminary Plat



OWNER/DEVELOPER:  
**Green Property Management, Inc.**

AN OKLAHOMA CORPORATION  
CONTACT: BRIAN GREEN  
EMAIL: BRIAN@GCECIVIL.COM  
13902 U.S. Hwy 169  
Oologah, Oklahoma 74053  
Phone: (918) 613-0766

PART OF GOVERNMENT LOTS ONE (1) AND TWO (2) IN THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

SURVEYOR/ENGINEER:  
**Tanner Consulting, L.L.C.**

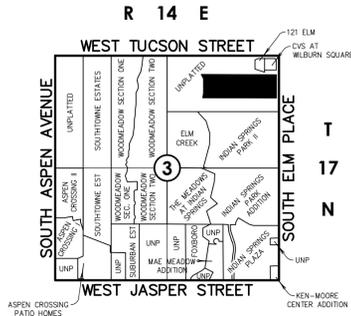
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2027  
EMAIL: DAN@TANNERBAITSHOP.COM  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929

**LEGEND**

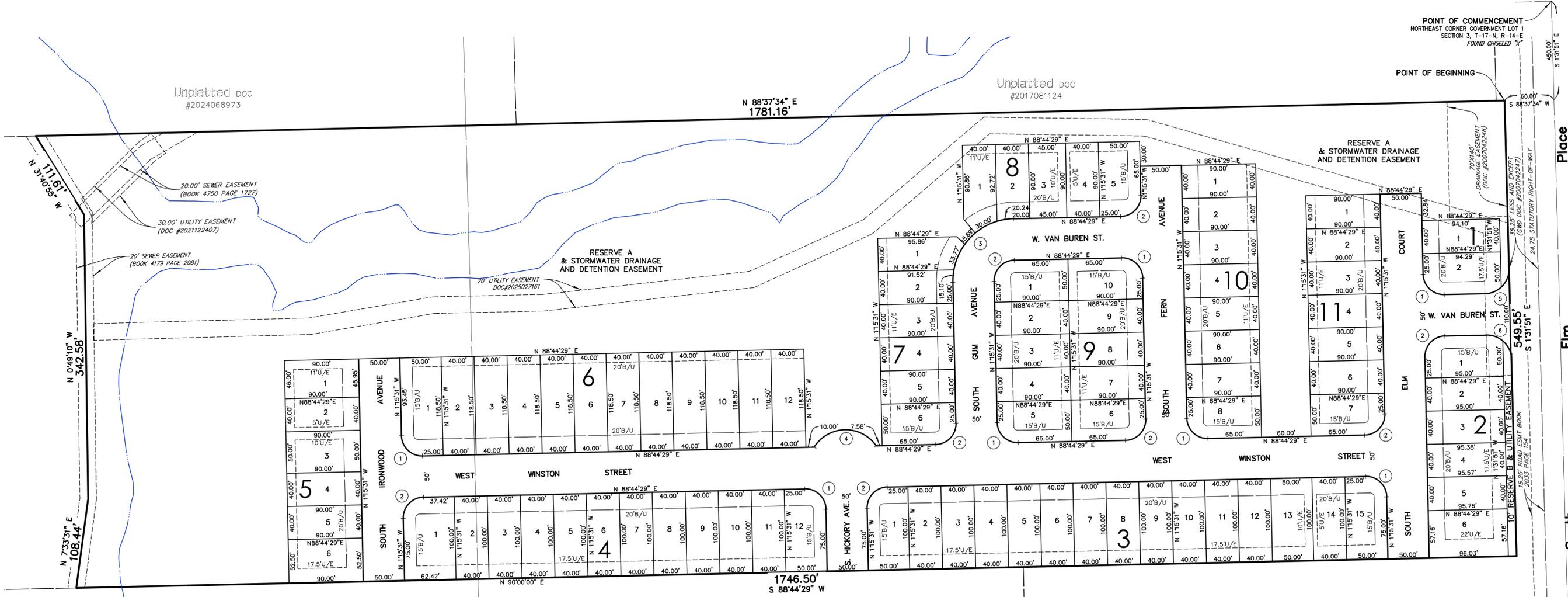
- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- GOVT GOVERNMENT
- LNA LIMITS OF NO ACCESS
- ODE OVERLAND DRAINAGE EASEMENT
- RES. RESERVE
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- 1/234 ADDRESS ASSIGNED
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)



Scale: 1" = 60'  
Tanner Consulting



SUBDIVISION CONTAINS:  
EIGHTY-NINE (89) LOTS  
IN ELEVEN (11) BLOCKS  
WITH TWO (2) RESERVE AREAS  
GROSS SUBDIVISION AREA: 21.805 ACRES



Unplatted doc #2019038846

Unplatted doc #2032076690

Unplatted doc #2007011787

**Notes:**

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" OR "TANNER CA2661" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:  
(A) CHISELED "X" FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 3;  
(B) PK NAIL FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 3;  
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'51" EAST.
4. ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH ELM PLACE, BEING A PUBLIC STREET.

**Curve Table**

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	39.27	25.00'	90°00'00"	N46°15'31"W	35.36'
2	39.27	25.00'	90°00'00"	N43°44'29"E	35.36'
3	117.81	75.00'	90°00'00"	N43°44'29"E	106.07'
4	88.36	45.00'	112°30'07"	N88°44'29"E	74.83'
5	47.27	30.00'	90°16'19"	N43°36'19"E	42.53'
6	46.98	30.00'	89°43'41"	N46°23'41"W	42.33'

DATE OF PREPARATION: February 9, 2026

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

# Preliminary Plat



PART OF GOVERNMENT LOTS ONE (1) AND TWO (2) IN THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3),  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT GREEN PROPERTY MANAGEMENT, INC., AN OKLAHOMA CORPORATION (HEREINAFTER, THE "OWNER" OR "DECLARANT"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF GOVERNMENT LOTS ONE (1) AND TWO (2) IN THE NORTHEAST QUARTER OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 1°31'51" EAST AND ALONG THE EAST LINE OF LOT 1, FOR A DISTANCE OF 450.00 FEET; THENCE SOUTH 88°37'34" WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 1°31'51" EAST AND PARALLEL WITH THE EAST LINE OF LOT 1, FOR A DISTANCE OF 549.55 FEET; THENCE SOUTH 88°44'29" WEST AND PARALLEL WITH THE SOUTH LINE OF LOT 1 AND SAID LOT 2, FOR A DISTANCE OF 1746.50 FEET TO A POINT AT THE CENTERLINE OF A SEWER LINE EASEMENT DESCRIBED IN "CONTRACT FOR SEWER LINE EASEMENT", AS RECORDED IN BOOK 4179 AT PAGE 2081, COUNTY OF TULSA RECORDS; THENCE ALONG SAID EASEMENT CENTERLINE FOR THE FOLLOWING THREE (3) COURSES: NORTH 7°33'31" EAST FOR A DISTANCE OF 108.44 FEET; THENCE NORTH 0°49'10" WEST FOR A DISTANCE OF 342.58 FEET; THENCE NORTH 31°40'55" WEST FOR A DISTANCE OF 111.61 FEET; THENCE NORTH 88°37'34" EAST AND PARALLEL WITH THE NORTH LINE OF LOT 1 AND LOT 2, FOR A DISTANCE OF 1781.16 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 949,843 SQUARE FEET OR 21.805 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (1) CHISELED "X" FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 3;
- (2) PK NAIL FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 3;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'51" EAST.

AND THAT THE OWNER HAS CAUSED THE ABOVE-DESCRIBED REAL ESTATE TO BE SURVEYED, STAKED, PLATTED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO EIGHTY-NINE (89) LOTS IN ELEVEN (11) BLOCKS, RESERVE AREAS, AND STREETS, ALL AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "ELM VILLAGE", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "ELM VILLAGE" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.)

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS AS SET FORTH HEREIN, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

### SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "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, ELECTRIC POWER LINES AND TRANSFORMERS, COMMUNICATION LINES, GAS LINES, AND WATERLINES, 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, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPAIR OR REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH 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 THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, SIDEWALKS, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

#### 1.1. PUBLIC WATER, PUBLIC SANITARY SEWER, AND PUBLIC STORM SEWER SERVICE

1.1.1. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT.

1.1.2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF INSTALLATION OF A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN, OR PUBLIC STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD INTERFERE WITH PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, OR PUBLIC STORM SEWERS, SHALL BE PROHIBITED.

1.1.3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWERS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.1.4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, 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 PUBLIC WATER, PUBLIC SANITARY SEWER, OR PUBLIC STORM SEWER FACILITIES.

1.1.5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.1. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ITS SUCCESSORS, AND EACH LOT OWNER AGREES TO BE BOUND HEREBY.

#### 1.2. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

#### 1.3. UNDERGROUND SERVICE

1.3.1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, 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.

1.3.2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

1.3.3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE 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 UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.3.4. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH 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 OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.3.5. THE COVENANTS SET FORTH IN THE THIS SECTION 1.3. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT OWNER AGREES TO BE BOUND HEREBY.

#### 1.4. STORMWATER DRAINAGE AND DETENTION EASEMENTS

1.4.1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, PERPETUAL, NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

1.4.2. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.4.3. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR OTHER LANDSCAPING (EXCEPTING TREES AND SHRUBS) SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW. FENCES, WALLS, AND LANDSCAPING TREES OR SHRUBS INSTALLED BY THE OWNER OR BY THE HOMEOWNERS' ASSOCIATION, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, SHALL BE PERMITTED, PROVIDED THAT THE SAME DO NOT CAUSE OBSTRUCTION OF THE FLOW, CONVEYANCE, DETENTION, RETENTION, OR DISCHARGE OF STORMWATER THROUGH THE EASEMENT AREAS.

1.4.4. STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO A STORMWATER DRAINAGE AND DETENTION EASEMENT TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND SUCH OWNER SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

1.4.4.1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.

1.4.4.2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

1.4.4.3. THE EASEMENT AREAS SHALL BE KEPT FREE OF DEBRIS.

1.4.4.4. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

1.4.5. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO A STORMWATER DRAINAGE AND DETENTION EASEMENT SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE EASEMENT AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT, WHICH SHALL BE THE ASSOCIATION UPON CONVEYANCE THE LOT OR RESERVE AREA CONTAINING THE EASEMENT AREA TO THE ASSOCIATION. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT SHOULD FAIL TO PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD WITH THE COUNTY CLERK A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

#### 1.5. SURFACE DRAINAGE

ALL LOTS SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION WITHIN AND OUTSIDE OF THE SUBDIVISION, AND NO OWNER WITHIN THE SUBDIVISION 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 THE OWNER'S LOT OR RESERVE AREA. NO LOT OR RESERVE AREA OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS SUCH OWNER'S LOT OR RESERVE AREA IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES OR THE STATE OF OKLAHOMA. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.5. SHALL BE ENFORCEABLE BY EACH LOT OWNER THE HOMEOWNERS' ASSOCIATION ("ASSOCIATION") DEFINED IN SECTION III.

#### 1.6. ACCESS RESTRICTIONS

1.6.1. THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO STREETS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" 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 PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.6.2. ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A."

#### 1.7. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND IN CONFORMANCE WITH THE CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA MANUAL STANDARDS. PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT, AND THEREAFTER MAINTAIN, A SIDEWALK WITHIN THOSE PORTIONS OF THE STREET RIGHTS-OF-WAY ADJACENT TO ALL RESERVE AREAS. SIDEWALKS WILL BE CONSTRUCTED BY THE OWNER ALONG ALL STREETS ADJACENT TO ALL RESERVE AREAS. SIDEWALKS SHALL BE CONTINUOUS WITH ADJOINING SIDEWALKS.

#### 1.8. OTHER USES WITHIN EASEMENTS

ALL LOT AND RESERVE AREA OWNERS HAVE THE RIGHT TO USE THE EASEMENT AREAS SITUATED WITHIN SUCH OWNER'S LOT OR RESERVE AREA IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF BROKEN ARROW OR THE PROVIDER OF UTILITY SERVICE OF THE EASEMENT RIGHTS GRANTED UNDER THIS DEDICATION.

# Preliminary Plat



PART OF GOVERNMENT LOTS ONE (1) AND TWO (2) IN THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3),  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION & RESTRICTIVE COVENANTS (CONTINUED)

### SECTION II. RESERVE AREAS

#### 2.1. ALL RESERVE AREAS

2.1.1. ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION ("ASSOCIATION") DEFINED IN SECTION III.

2.1.2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH OWNER SHALL BE THE ASSOCIATION UPON CONVEYANCE OF SAME BY OWNER TO THE ASSOCIATION. SEE SECTION III. FOR ADDITIONAL DETAILS AND REQUIREMENTS.

2.1.3. ALL RESERVE AREAS AND ALL IMPROVEMENTS CONSTRUCTED OR INSTALLED THEREIN, SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, KEPT FREE OF THE ACCUMULATION OF TRASH AND DEBRIS, AND MOWED AND TRIMMED IN SEASON AT REGULAR INTERVALS TO PREVENT THE OVERGROWTH OF GRASS AND WEEDS.

2.1.4. THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

2.1.5. IN THE EVENT ANY RESERVE AREA OWNER SHOULD FAIL TO MAINTAIN THE RESERVE AREA AS HEREBY REQUIRED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREA AND PERFORM SUCH MAINTENANCE AS NECESSARY TO ACHIEVE ITS INTENDED FUNCTIONS, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE RESERVE AREA. IN THE EVENT THE RESERVE AREA OWNER SHOULD THEN FAIL TO PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, AND PROVISION OF A STATEMENT OF COSTS FROM THE CITY TO THE RESERVE AREA OWNER, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD WITH THE COUNTY CLERK A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST SUCH RESERVE AREA AS SPECIFICALLY PROVIDED HEREIN, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2.1.6. EACH LOT AND RESERVE AREA OWNER AND RESIDENT AND MEMBER OF THE ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED WITHIN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE OWNER NOR CITY OF BROKEN ARROW SHALL BE LIABLE TO ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF A LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

#### 2.2. RESERVE A

2.2.1. RESERVE A IS DESIGNATED TO BE USED FOR STORMWATER DRAINAGE AND DETENTION, PERIMETER DECORATIVE FENCES AND WALLS, ENTRY FEATURES INCLUDING SIGNAGE, OPEN SPACE, UTILITIES, LIGHTING, LANDSCAPING, IRRIGATION, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE ASSOCIATION.

2.2.2. RESERVE A, REGARDLESS WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS A STORMWATER DRAINAGE AND DETENTION EASEMENT.

#### 2.3. RESERVE B

2.3.1. RESERVE B IS ARE DESIGNATED TO BE USED FOR PERIMETER DECORATIVE FENCES AND WALLS, ENTRY FEATURES INCLUDING SIGNAGE, OPEN SPACE, UTILITIES, LIGHTING, LANDSCAPING, IRRIGATION, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION.

2.3.2. RESERVE B, REGARDLESS WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS A UTILITY EASEMENT.

### SECTION III. HOMEOWNERS' ASSOCIATION

#### 3.1. FORMATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION CONSISTING OF ALL RECORD OWNERS OF FEE TITLE INTERESTS IN LOTS WITHIN "ELM VILLAGE" (THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED OR TO BE ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE RESERVE AREAS AND ANY OTHER COMMON AREA EASEMENTS, PROPERTY, AND FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER RESIDENTIAL OR NONRESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE PROPERTY OWNERS' ASSOCIATION.

#### 3.2. PRIVATE RESTRICTIONS AND COVENANTS

FOR THE BENEFIT OF THE ASSOCIATION AND OF ALL OWNERS WITHIN THE SUBDIVISION, THE OWNER WILL ESTABLISH AN ARCHITECTURAL REVIEW COMMITTEE AND VARIOUS PRIVATE RESTRICTIONS AND COVENANTS FOR THE PURPOSE OF PROVIDING ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. SAID PRIVATE RESTRICTIONS AND COVENANTS SHALL BE FILED OF RECORD WITH THE TULSA COUNTY CLERK, SHALL BE APPLICABLE TO THE LOTS WITHIN THE SUBDIVISION, AND SHALL BE COVENANTS RUNNING WITH THE LAND AND BINDING UPON THE OWNERS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS FURTHER STATED IN SAID FILED DOCUMENT.

#### 3.3. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, ALL AS GOVERNED BY THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISION'S SEPARATE COVENANTS, CONDITIONS AND RESTRICTIONS FILED AFTER THIS PLAT. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

#### 3.4. ASSESSMENT

THE OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREAS AND ANY OTHER COMMON AREA EASEMENTS, PROPERTY, AND FACILITIES THAT, FROM TIME TO TIME, ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE.

#### 3.5. ASSOCIATION TO BE BENEFICIARY

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

### SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

#### 4.1. 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. EASEMENTS AND UTILITIES, SECTION II. RESERVE AREAS, AND SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., AND IV., 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 OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I., II., OR IV., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, ANY OWNER OF LAND WITHIN THE SUBDIVISION, OR THE DECLARANT OR ITS SUCCESSORS OR ASSIGNS TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE PROVISIONS OF SECTION III. HOMEOWNERS' ASSOCIATION SHALL BE ENFORCEABLE BY THE THE DECLARANT OR ITS SUCCESSORS OR ASSIGNS, ANY OWNER OF A LOT WITHIN THE SUBDIVISION, AND THE ASSOCIATION. 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.

#### 4.2. 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, AFTER WHICH TIME SUCH RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE TERMINATED OR AMENDED AS HEREINAFTER PROVIDED UNLESS OTHERWISE TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

#### 4.3. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC EASEMENTS AND UTILITIES, II. RESERVE AREAS, AND IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR LOTS 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, OKLAHOMA, AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS WITHIN THE SUBDIVISION (SUBJECT TO OWNER CONSENT).

EXCEPT FOR SECTIONS I., II., AND IV. AS STATED ABOVE, SO LONG AS THE OWNER OWNS AT LEAST ONE (1) LOT WITHIN THE SUBDIVISION, THE OWNER OR ITS ASSIGNEE, AND THEREAFTER THE HOMEOWNERS' ASSOCIATION, MAY SUPPLEMENT, AMEND, OR TERMINATE ANY OF THESE COVENANTS STATED HEREIN, AT ANY TIME, IN WHOLE OR IN PART, BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO OWNER CONSENT). THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING, AMENDING, OR TERMINATING THESE COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

#### 4.4. 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, GREEN PROPERTY MANAGEMENT, INC. HAS CAUSED THIS DEED OF DEDICATION TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2027.

GREEN PROPERTY MANAGEMENT, INC.  
AN OKLAHOMA CORPORATION

BY \_\_\_\_\_  
BRIAN J. GREEN, PRESIDENT

STATE OF OKLAHOMA )  
  )SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2027, PERSONALLY APPEARED BRIAN J. GREEN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS PRESIDENT OF GREEN PROPERTY MANAGEMENT, INC., AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF GREEN PROPERTY MANAGEMENT, INC. FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

#### CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2027.



BY: \_\_\_\_\_  
DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
  )SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2027, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028  
MY COMMISSION EXPIRES \_\_\_\_\_ JENNIFER MILLER, NOTARY PUBLIC



# Conceptual Utility Plan



**OWNER/DEVELOPER:**  
**Green Property Management, Inc.**  
 AN OKLAHOMA CORPORATION  
 CONTACT: BRIAN GREEN  
 EMAIL: BRIAN@GCECIVIL.COM  
 13902 U.S. Hwy 169  
 Oologah, Oklahoma 74053  
 Phone: (918) 613-0766

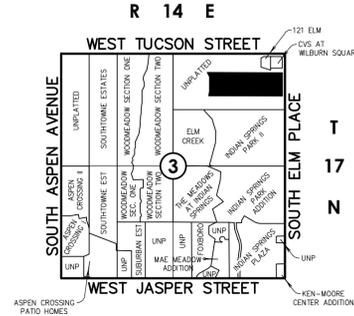
PART OF GOVERNMENT LOTS ONE (1) AND TWO (2) IN THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

**SURVEYOR/ENGINEER:**  
**Tanner Consulting, L.L.C.**  
 DAN E. TANNER, P.L.S. NO. 1435  
 OK CA NO. 2661, EXPIRES 6/30/2027  
 EMAIL: DAN@TANNERBAITSHOP.COM  
 5323 South Lewis Avenue  
 Tulsa, Oklahoma 74105  
 Phone: (918) 745-9929

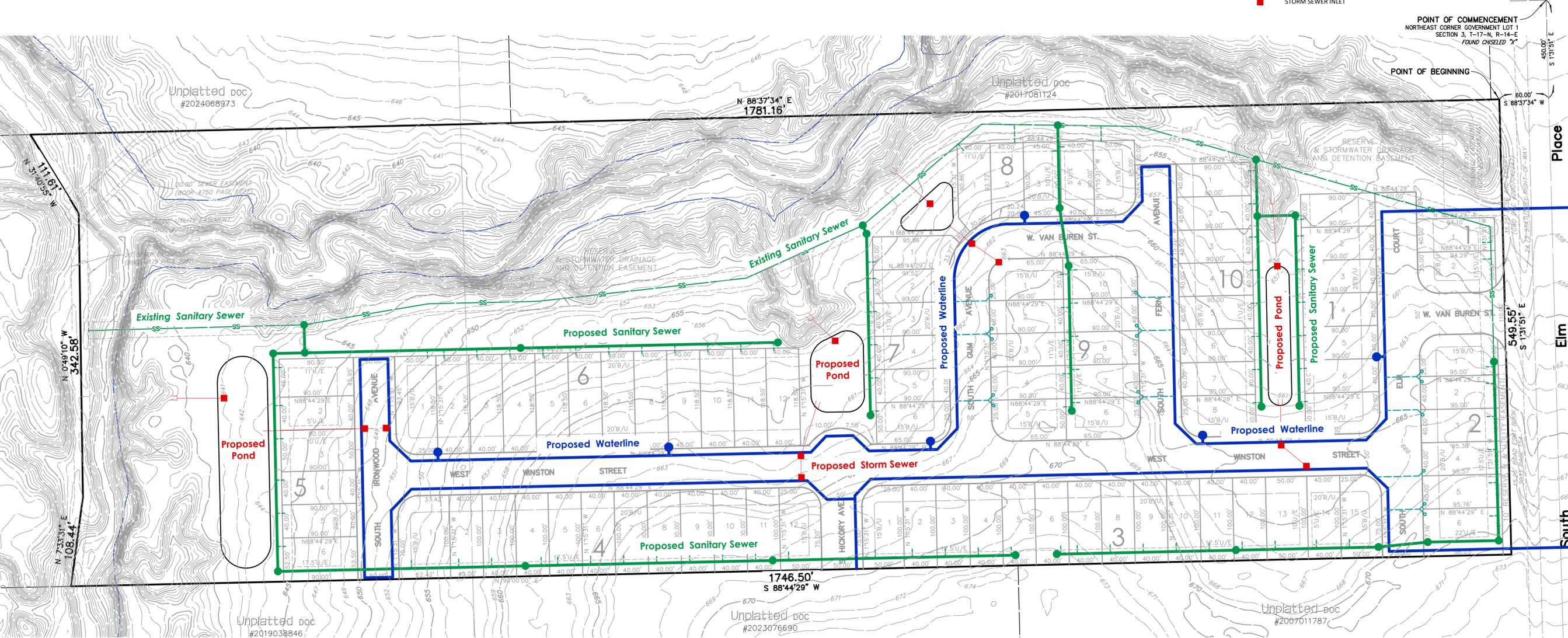
- LEGEND**
- B/L BUILDING LINE
  - B/U BUILDING LINE & UTILITY EASEMENT
  - BK PG BOOK & PAGE
  - CB CHORD BEARING
  - CD CHORD DISTANCE
  - CL CENTERLINE
  - Δ DELTA ANGLE
  - DOC DOCUMENT
  - ESMT EASEMENT
  - GOVT GOVERNMENT
  - LNA LIMITS OF NO ACCESS
  - ODE OVERLAND DRAINAGE EASEMENT
  - RES. RESERVE
  - R/W RIGHT-OF-WAY
  - U/E UTILITY EASEMENT
  - 9929 ADDRESS ASSIGNED
  - SANITARY SEWER MANHOLE
  - WATERLINE FIRE HYDRANT
  - STORM SEWER INLET



**NORTH**  
 Scale: 1" = 60'  
 Tanner Consulting

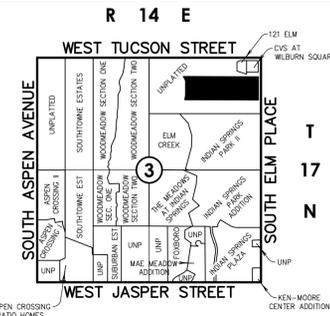


**SUBDIVISION CONTAINS:**  
 EIGHTY-NINE (89) LOTS  
 IN ELEVEN (11) BLOCKS  
 WITH TWO (2) RESERVE AREAS  
 GROSS SUBDIVISION AREA: 21.805 ACRES



# Preliminary Plat

E17  
Move the plat label to be outside of the 1.5" margin, all sheets.



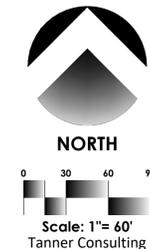
E16  
Missing information on the preliminary plat per the sub regs:  
Lot area in square foot  
Addresses  
Statement from the Corporation  
Commission for oil or gas wells

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- LEGEND**
- B/L BUILDING LINE
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  - ODE OVERLAND DRAINAGE EASEMENT
  - RES. RESERVE
  - R/W RIGHT-OF-WAY
  - U/E UTILITY EASEMENT
  - 1/234 ADDRESS ASSIGNED
  - FOUND MONUMENT
  - SET MONUMENT (SEE NOTE 2)



**SUBDIVISION CONTAINS:**  
EIGHTY-NINE (89) LOTS  
IN ELEVEN (11) BLOCKS  
WITH TWO (2) RESERVE AREAS  
GROSS SUBDIVISION AREA: 21.805 ACRES

PART OF GOVERNMENT LOTS ONE (1) AND TWO (2) IN THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

E07  
Add a note identifying the water and sanitary provider  
Identify the DD number and the requirements from the letter.

E08  
Label the Floodplain.  
Identify the Firm Panel number, the Effective Date, and the Floodzone Designation.

E09  
Verify that the easement is not a restrictive easement or label it with that this is a restrictive sanitary sewer easement.

E11  
Reserve "A" will also need an ODE-restriction

E02  
Show a minimum 11' U/E for the sewer line.

E04  
Label the 11' U/E on the rear of the lots

E06  
Additional easement for the sanitary sewer.

E05  
Additional easement for the waterline

E12  
3-lane entry required that has a minimum 70' of R/W and 25'x25' corner clips

E03  
Label the 11' U/E on the rear of the lots

E01  
Winston street exceeds the 900' maximum length without a traffic calming measure

E10  
Show the RA on the lots per not 1.6.2

E15  
Fire access and easement or R/W will need to be in place by separate instrument to exceed the 30 lot cap for developments with one access point

E14  
The lot lengths = 117.80

**Curve Table**

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	39.27	25.00'	90°00'00"	N46°15'31"W	35.36'
2	39.27	25.00'	90°00'00"	N43°44'29"E	35.36'
3	117.81	75.00'	90°00'00"	N43°44'29"E	106.07'
4	88.36	45.00'	112°30'07"	N88°44'29"E	74.83'
5	47.27	30.00'	90°16'19"	N43°36'19"E	42.53'
6	46.98	30.00'	89°43'41"	N46°23'41"W	42.33'

**Notes:**

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" OR "TANNER CA2661" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:  
(A) CHISELED "X" FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 3;  
(B) PK NAIL FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 3;  
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'51" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH ELM PLACE, BEING A PUBLIC STREET.

DATE OF PREPARATION: February 9, 2026

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

E15  
PR-000915-2026  
**Elm Village**  
PROJECT NO. 00-000  
SHEET 1 OF 3

# Preliminary Plat



PART OF GOVERNMENT LOTS ONE (1) AND TWO (2) IN THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT GREEN PROPERTY MANAGEMENT, INC., AN OKLAHOMA CORPORATION (HEREINAFTER, THE "OWNER" OR "DECLARANT"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF GOVERNMENT LOTS ONE (1) AND TWO (2) IN THE NORTHEAST QUARTER OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 1°31'51" EAST AND ALONG THE EAST LINE OF LOT 1, FOR A DISTANCE OF 450.00 FEET; THENCE SOUTH 88°37'34" WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 1°31'51" EAST AND PARALLEL WITH THE EAST LINE OF LOT 1, FOR A DISTANCE OF 549.55 FEET; THENCE SOUTH 88°44'29" WEST AND PARALLEL WITH THE SOUTH LINE OF LOT 1 AND SAID LOT 2, FOR A DISTANCE OF 1746.50 FEET TO A POINT AT THE CENTERLINE OF A SEWER LINE EASEMENT DESCRIBED IN "CONTRACT FOR SEWER LINE EASEMENT", AS RECORDED IN BOOK 4179 AT PAGE 2081, COUNTY OF TULSA RECORDS; THENCE ALONG SAID EASEMENT CENTERLINE FOR THE FOLLOWING THREE (3) COURSES: NORTH 7°33'31" EAST FOR A DISTANCE OF 108.44 FEET; THENCE NORTH 0°49'10" WEST FOR A DISTANCE OF 342.58 FEET; THENCE NORTH 31°40'55" WEST FOR A DISTANCE OF 111.61 FEET; THENCE NORTH 88°37'34" EAST AND PARALLEL WITH THE NORTH LINE OF LOT 1 AND LOT 2, FOR A DISTANCE OF 1781.16 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 949,843 SQUARE FEET OR 21.805 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (1) CHISELED "X" FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 3;
- (2) PK NAIL FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 3;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'51" EAST.

AND THAT THE OWNER HAS CAUSED THE ABOVE-DESCRIBED REAL ESTATE TO BE SURVEYED, STAKED, PLATTED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO EIGHTY-NINE (89) LOTS IN ELEVEN (11) BLOCKS, RESERVE AREAS, AND STREETS, ALL AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "ELM VILLAGE", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "ELM VILLAGE" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.)

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEE, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS AS SET FORTH HEREIN, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

### SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "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, ELECTRIC POWER LINES AND TRANSFORMERS, COMMUNICATION LINES, GAS LINES, AND WATERLINES, 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, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPAIR OR REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH 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 THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, SIDEWALKS, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

#### 1.1. PUBLIC WATER, PUBLIC SANITARY SEWER, AND PUBLIC STORM SEWER SERVICE

1.1.1. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT.

1.1.2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF INSTALLATION OF A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN, OR PUBLIC STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD INTERFERE WITH PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, OR PUBLIC STORM SEWERS, SHALL BE PROHIBITED.

1.1.3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWERS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.1.4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, 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 PUBLIC WATER, PUBLIC SANITARY SEWER, OR PUBLIC STORM SEWER FACILITIES.

1.1.5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.1. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ITS SUCCESSORS, AND EACH LOT OWNER AGREES TO BE BOUND HEREBY.

#### 1.2. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

#### 1.3. UNDERGROUND SERVICE

1.3.1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, 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.

1.3.2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

1.3.3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE 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 UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.3.4. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH 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 OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.3.5. THE COVENANTS SET FORTH IN THE THIS SECTION 1.3. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT OWNER AGREES TO BE BOUND HEREBY.

#### 1.4. STORMWATER DRAINAGE AND DETENTION EASEMENTS

1.4.1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, PERPETUAL, NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

1.4.2. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.4.3. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR OTHER LANDSCAPING (EXCEPTING TREES AND SHRUBS) SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW. FENCES, WALLS, AND LANDSCAPING TREES OR SHRUBS INSTALLED BY THE OWNER OR BY THE HOMEOWNERS' ASSOCIATION, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, SHALL BE PERMITTED, PROVIDED THAT THE SAME DO NOT CAUSE OBSTRUCTION OF THE FLOW, CONVEYANCE, DETENTION, RETENTION, OR DISCHARGE OF STORMWATER THROUGH THE EASEMENT AREAS.

1.4.4. STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO A STORMWATER DRAINAGE AND DETENTION EASEMENT TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND SUCH OWNER SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

1.4.4.1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.

1.4.4.2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

1.4.4.3. THE EASEMENT AREAS SHALL BE KEPT FREE OF DEBRIS.

1.4.4.4. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

1.4.5. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO A STORMWATER DRAINAGE AND DETENTION EASEMENT SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE EASEMENT AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT, WHICH SHALL BE THE ASSOCIATION UPON CONVEYANCE THE LOT OR RESERVE AREA CONTAINING THE EASEMENT AREA TO THE ASSOCIATION. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT SHOULD FAIL TO PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD WITH THE COUNTY CLERK A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

#### 1.5. SURFACE DRAINAGE

ALL LOTS SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION WITHIN AND OUTSIDE OF THE SUBDIVISION, AND NO OWNER WITHIN THE SUBDIVISION 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 THE OWNER'S LOT OR RESERVE AREA. NO LOT OR RESERVE AREA OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS SUCH OWNER'S LOT OR RESERVE AREA IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES OR THE STATE OF OKLAHOMA. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.5. SHALL BE ENFORCEABLE BY EACH LOT OWNER THE HOMEOWNERS' ASSOCIATION ("ASSOCIATION") DEFINED IN SECTION III.

#### 1.6. ACCESS RESTRICTIONS

1.6.1. THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO STREETS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" 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 PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.6.2. ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A."

#### 1.7. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND IN CONFORMANCE WITH THE CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA MANUAL STANDARDS. PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT, AND THEREAFTER MAINTAIN, A SIDEWALK WITHIN THOSE PORTIONS OF THE STREET RIGHTS-OF-WAY ADJACENT TO ALL RESERVE AREAS. SIDEWALKS WILL BE CONSTRUCTED BY THE OWNER ALONG ALL STREETS ADJACENT TO ALL RESERVE AREAS. SIDEWALKS SHALL BE CONTINUOUS WITH ADJOINING SIDEWALKS.

#### 1.8. OTHER USES WITHIN EASEMENTS

ALL LOT AND RESERVE AREA OWNERS HAVE THE RIGHT TO USE THE EASEMENT AREAS SITUATED WITHIN SUCH OWNER'S LOT OR RESERVE AREA IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF BROKEN ARROW OR THE PROVIDER OF UTILITY SERVICE OF THE EASEMENT RIGHTS GRANTED UNDER THIS DEDICATION.

E20  
Revise the vertical datum reference to correspond with the 1988 (NAVD88) datum and adjust the survey model as needed.  
The city's datum is defined in the engineering criteria manual, section 2.3.2.

E18  
Add the curb ramps as the developers responsibility

E19  
Add a section for retaining walls over 4' in height shall be permitted through the city

# Preliminary Plat



PART OF GOVERNMENT LOTS ONE (1) AND TWO (2) IN THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION & RESTRICTIVE COVENANTS (CONTINUED)

### SECTION II. RESERVE AREAS

#### 2.1. ALL RESERVE AREAS

2.1.1. ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION ("ASSOCIATION") DEFINED IN SECTION III.

2.1.2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH OWNER SHALL BE THE ASSOCIATION UPON CONVEYANCE OF SAME BY OWNER TO THE ASSOCIATION. SEE SECTION III. FOR ADDITIONAL DETAILS AND REQUIREMENTS.

2.1.3. ALL RESERVE AREAS AND ALL IMPROVEMENTS CONSTRUCTED OR INSTALLED THEREIN, SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, KEPT FREE OF THE ACCUMULATION OF TRASH AND DEBRIS, AND MOWED AND TRIMMED IN SEASON AT REGULAR INTERVALS TO PREVENT THE OVERGROWTH OF GRASS AND WEEDS.

2.1.4. THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

2.1.5. IN THE EVENT ANY RESERVE AREA OWNER SHOULD FAIL TO MAINTAIN THE RESERVE AREA AS HEREBY REQUIRED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREA AND PERFORM SUCH MAINTENANCE AS NECESSARY TO ACHIEVE ITS INTENDED FUNCTIONS, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE RESERVE AREA. IN THE EVENT THE RESERVE AREA OWNER SHOULD THEN FAIL TO PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, AND PROVISION OF A STATEMENT OF COSTS FROM THE CITY TO THE RESERVE AREA OWNER, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD WITH THE COUNTY CLERK A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST SUCH RESERVE AREA AS SPECIFICALLY PROVIDED HEREIN, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2.1.6. EACH LOT AND RESERVE AREA OWNER AND RESIDENT AND MEMBER OF THE ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED WITHIN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE OWNER NOR CITY OF BROKEN ARROW SHALL BE LIABLE TO ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF A LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

#### 2.2. RESERVE A

2.2.1. RESERVE A IS DESIGNATED TO BE USED FOR STORMWATER DRAINAGE AND DETENTION, PERIMETER DECORATIVE FENCES AND WALLS, ENTRY FEATURES INCLUDING SIGNAGE, OPEN SPACE, UTILITIES, LIGHTING, LANDSCAPING, IRRIGATION, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE ASSOCIATION.

2.2.2. RESERVE A, REGARDLESS WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS A STORMWATER DRAINAGE AND DETENTION EASEMENT.

#### 2.3. RESERVE B

2.3.1. RESERVE B IS ARE DESIGNATED TO BE USED FOR PERIMETER DECORATIVE FENCES AND WALLS, ENTRY FEATURES INCLUDING SIGNAGE, OPEN SPACE, UTILITIES, LIGHTING, LANDSCAPING, IRRIGATION, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION.

2.3.2. RESERVE B, REGARDLESS WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS A UTILITY EASEMENT.

E21  
Maintenance and cleaning of the floodplain will be the responsibility of the HOA or land owner. Language should be added to clarify the floodplain maintenance

P02: I dont know if this language would require the entire area to be mowed regularly or just "overgrowth" which can be up for interpretation. I figure some areas are meant to stay in their "natural" state.

### SECTION III. HOMEOWNERS' ASSOCIATION

#### 3.1. FORMATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION CONSISTING OF ALL RECORD OWNERS OF FEE TITLE INTERESTS IN LOTS WITHIN "ELM VILLAGE" (THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED OR TO BE ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE RESERVE AREAS AND ANY OTHER COMMON AREA EASEMENTS, PROPERTY, AND FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER RESIDENTIAL OR NONRESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE PROPERTY OWNERS' ASSOCIATION.

#### 3.2. PRIVATE RESTRICTIONS AND COVENANTS

FOR THE BENEFIT OF THE ASSOCIATION AND OF ALL OWNERS WITHIN THE SUBDIVISION, THE OWNER WILL ESTABLISH AN ARCHITECTURAL REVIEW COMMITTEE AND VARIOUS PRIVATE RESTRICTIONS AND COVENANTS FOR THE PURPOSE OF PROVIDING ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. SAID PRIVATE RESTRICTIONS AND COVENANTS SHALL BE FILED OF RECORD WITH THE TULSA COUNTY CLERK, SHALL BE APPLICABLE TO THE LOTS WITHIN THE SUBDIVISION, AND SHALL BE COVENANTS RUNNING WITH THE LAND AND BINDING UPON THE OWNERS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS FURTHER STATED IN SAID FILED DOCUMENT.

#### 3.3. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, ALL AS GOVERNED BY THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISION'S SEPARATE COVENANTS, CONDITIONS AND RESTRICTIONS FILED AFTER THIS PLAT. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

#### 3.4. ASSESSMENT

THE OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREAS AND ANY OTHER COMMON AREA EASEMENTS, PROPERTY, AND FACILITIES THAT, FROM TIME TO TIME, ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE.

#### 3.5. ASSOCIATION TO BE BENEFICIARY

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

P01: May want to set aside some of the Reserve A as a separate reserve that is not also a stormwater drainage and detention easement. Otherwise some of the structures may not be allowed. Or structures such as playgrounds, landscaping, etc.

### SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

#### 4.1. 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. EASEMENTS AND UTILITIES, SECTION II. RESERVE AREAS, AND SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., AND IV., 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 OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I., II., OR IV., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, ANY OWNER OF LAND WITHIN THE SUBDIVISION, OR THE DECLARANT OR ITS SUCCESSORS OR ASSIGNS TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE PROVISIONS OF SECTION III. HOMEOWNERS' ASSOCIATION SHALL BE ENFORCEABLE BY THE THE DECLARANT OR ITS SUCCESSORS OR ASSIGNS, ANY OWNER OF A LOT WITHIN THE SUBDIVISION, AND THE ASSOCIATION. 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.

#### 4.2. 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, AFTER WHICH TIME SUCH RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE TERMINATED OR AMENDED AS HEREINAFTER PROVIDED UNLESS OTHERWISE TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

#### 4.3. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC EASEMENTS AND UTILITIES, II. RESERVE AREAS, AND IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR LOTS 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, OKLAHOMA, AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS WITHIN THE SUBDIVISION (SUBJECT TO OWNER CONSENT).

EXCEPT FOR SECTIONS I., II., AND IV. AS STATED ABOVE, SO LONG AS THE OWNER OWNS AT LEAST ONE (1) LOT WITHIN THE SUBDIVISION, THE OWNER OR ITS ASSIGNEE, AND THEREAFTER THE HOMEOWNERS' ASSOCIATION, MAY SUPPLEMENT, AMEND, OR TERMINATE ANY OF THESE COVENANTS STATED HEREIN, AT ANY TIME, IN WHOLE OR IN PART, BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO OWNER CONSENT). THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING, AMENDING, OR TERMINATING THESE COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

#### 4.4. 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, GREEN PROPERTY MANAGEMENT, INC. HAS CAUSED THIS DEED OF DEDICATION TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2027.

GREEN PROPERTY MANAGEMENT, INC.  
AN OKLAHOMA CORPORATION

BY \_\_\_\_\_  
BRIAN J. GREEN, PRESIDENT

STATE OF OKLAHOMA )  
                                  )SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2027, PERSONALLY APPEARED BRIAN J. GREEN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS PRESIDENT OF GREEN PROPERTY MANAGEMENT, INC., AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF GREEN PROPERTY MANAGEMENT, INC. FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

#### CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2027.



BY: \_\_\_\_\_  
DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
                                  )SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2027, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028  
MY COMMISSION EXPIRES \_\_\_\_\_ JENNIFER MILLER, NOTARY PUBLIC



# Conceptual Utility Plan



**OWNER/DEVELOPER:**  
**Green Property Management, Inc.**  
 AN OKLAHOMA CORPORATION  
 CONTACT: BRIAN GREEN  
 EMAIL: BRIAN@GCECIVIL.COM  
 13902 U.S. Hwy 169  
 Oologah, Oklahoma 74053  
 Phone: (918) 613-0766

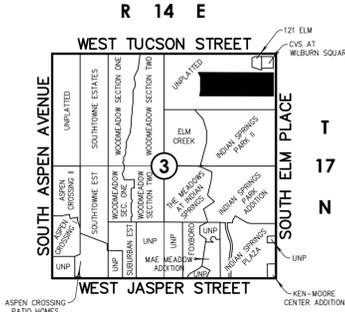
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**SURVEYOR/ENGINEER:**  
**Tanner Consulting, L.L.C.**  
 DAN E. TANNER, P.L.S. NO. 1435  
 OK CA NO. 2661, EXPIRES 6/30/2027  
 EMAIL: DAN@TANNERBAITSHOP.COM  
 5323 South Lewis Avenue  
 Tulsa, Oklahoma 74105  
 Phone: (918) 745-9929

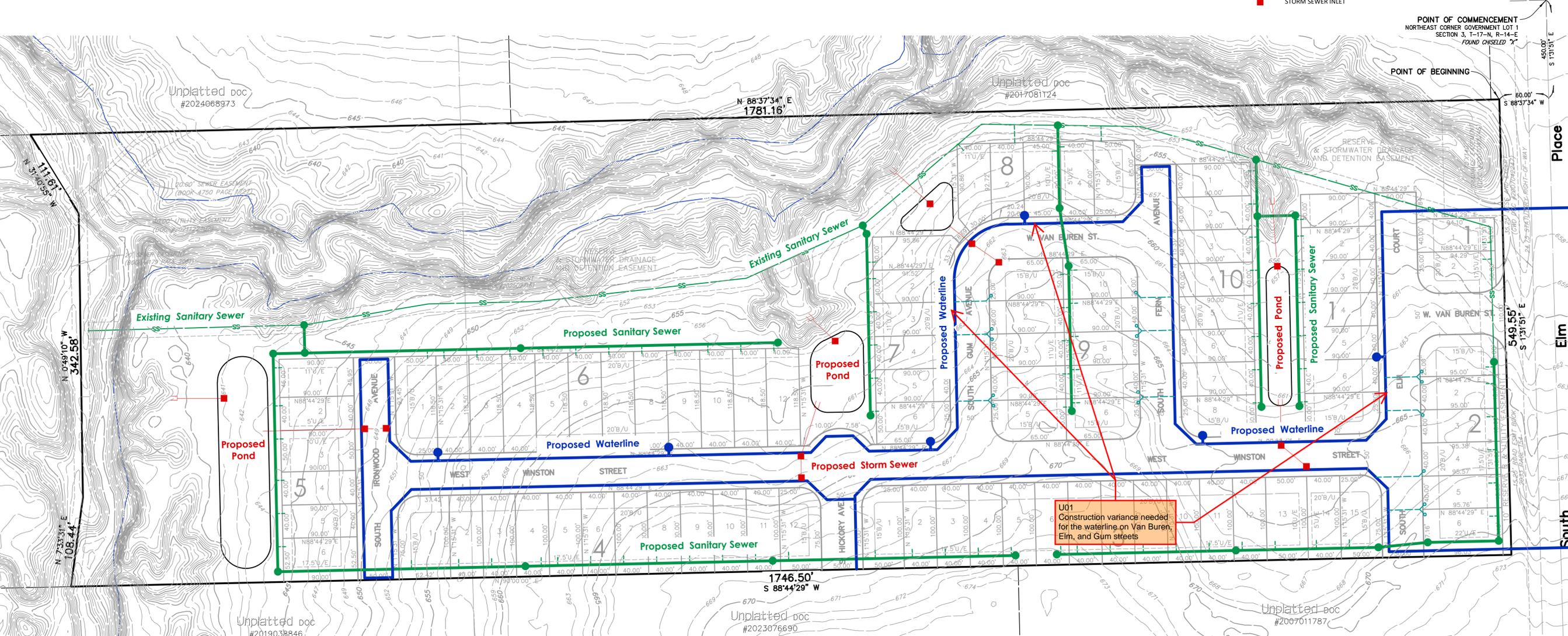
- LEGEND**
- B/L BUILDING LINE
  - B/U BUILDING LINE & UTILITY EASEMENT
  - BK PG BOOK & PAGE
  - CB CHORD BEARING
  - CD CHORD DISTANCE
  - CL CENTERLINE
  - Δ DELTA ANGLE
  - DOC DOCUMENT
  - ESMT EASEMENT
  - GOVT GOVERNMENT
  - LNA LIMITS OF NO ACCESS
  - ODE OVERLAND DRAINAGE EASEMENT
  - RES. RESERVE
  - R/W RIGHT-OF-WAY
  - U/E UTILITY EASEMENT
  - 9929 ADDRESS ASSIGNED
  - SANITARY SEWER MANHOLE
  - WATERLINE FIRE HYDRANT
  - STORM SEWER INLET



**NORTH**  
 Scale: 1" = 60'  
 Tanner Consulting



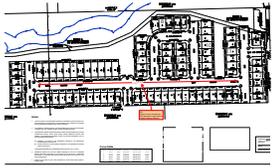
**SUBDIVISION CONTAINS:**  
 EIGHTY-NINE (89) LOTS  
 IN ELEVEN (11) BLOCKS  
 WITH TWO (2) RESERVE AREAS  
 GROSS SUBDIVISION AREA: 21.805 ACRES





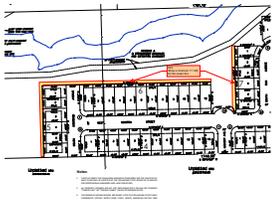
# Elm Village Pre-plat Summary

1 (17)



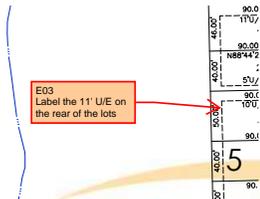
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E01  
Winston street exceeds the 900' maximum length without a traffic calming measure



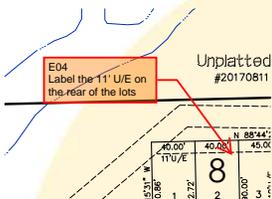
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E02  
Show a minimum 11' U/E for the sewer line.



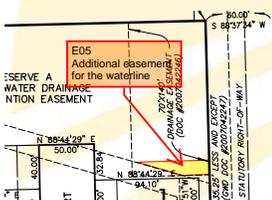
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E03  
Label the 11' U/E on the rear of the lots



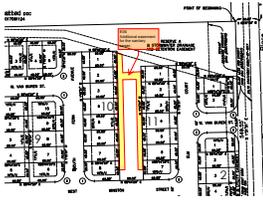
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E04  
Label the 11' U/E on the rear of the lots



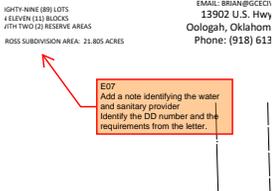
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E05  
Additional easement for the waterline



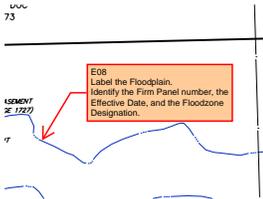
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**Date:** 3/20/2026 3:57:55 PM  
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**Layer:**

E06  
Additional easement for the sanitary sewer.



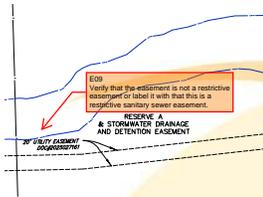
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E07  
Add a note identifying the water and sanitary provider  
Identify the DD number and the requirements from the letter.



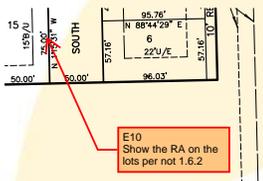
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**Layer:**

E08  
Label the Floodplain.  
Identify the Firm Panel number, the Effective Date, and the Floodzone Designation.



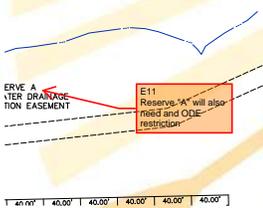
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E09  
Verify that the easement is not a restrictive easement or label it with that this is a restrictive sanitary sewer easement.



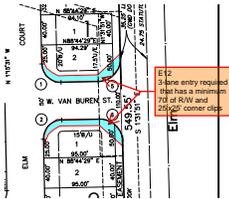
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E10  
Show the RA on the lots per not 1.6.2



**Subject:** Jason Comments  
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**Author:** jdickeson  
**Date:** 3/20/2026 3:58:21 PM  
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E11  
Reserve "A" will also need an ODE restriction



**Subject:** Group  
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**Page Index:** 1  
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**Date:** 3/20/2026 3:58:30 PM  
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E12  
3-lane entry required that has a minimum 70' of R/W and 25'x25' corner clips

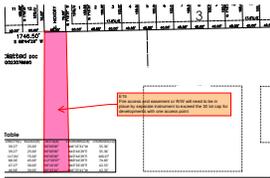
E14  
The lot lengths = 117.80

**Curve Table**

CURVE	LENGTH(L)	RADIUS
1	39.27'	25.00
2	39.27'	25.00
3	117.81'	75.00
4	88.36'	45.00
5	47.27'	30.00

**Subject:** Group  
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**Page Index:** 1  
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E14  
The lot lengths = 117.80



**Subject:** Group  
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**Page Index:** 1  
**Author:** jdickeson  
**Date:** 3/20/2026 3:59:02 PM  
**Creation Date:** 3/20/2026 3:41:54 PM  
**Layer:**

E15  
Fire access and easement or R/W will need to be in place by separate instrument to exceed the 30 lot cap for developments with one access point

Mayor \_\_\_\_\_  
Attest: City Clerk \_\_\_\_\_

E15  
PR-000915-2026

E15  
PR(1)

**Subject:** Jason Comments  
**Page Label:** [1] FP1  
**Page Index:** 1  
**Author:** jdickeson  
**Date:** 3/20/2026 4:16:17 PM  
**Creation Date:** 3/20/2026 4:02:05 PM  
**Layer:**

E15  
PR-000915-2026

E16  
Missing information on the preliminary plat per the sub regs:  
Lot area in square foot  
Addresses  
Statement from the Corporation  
Commission for oil or gas wells

SUBDIVISION CONTAINS:  
EIGHTY-NINE (89) LOTS  
IN EIGHTY-NINE (89) BLOCKS

**Subject:** Jason Comments  
**Page Label:** [1] FP1  
**Page Index:** 1  
**Author:** jdickeson  
**Date:** 3/20/2026 4:16:21 PM  
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E16  
Missing information on the preliminary plat per the sub regs:  
Lot area in square foot  
Addresses  
Statement from the Corporation  
Commission for oil or gas wells

Preliminary Plat



**Subject:** Group  
**Page Label:** [1] FP1  
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**Author:** jdickeson  
**Date:** 3/20/2026 4:16:32 PM  
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E17  
Move the plat label to be outside of the 1.5" margin, all sheets.



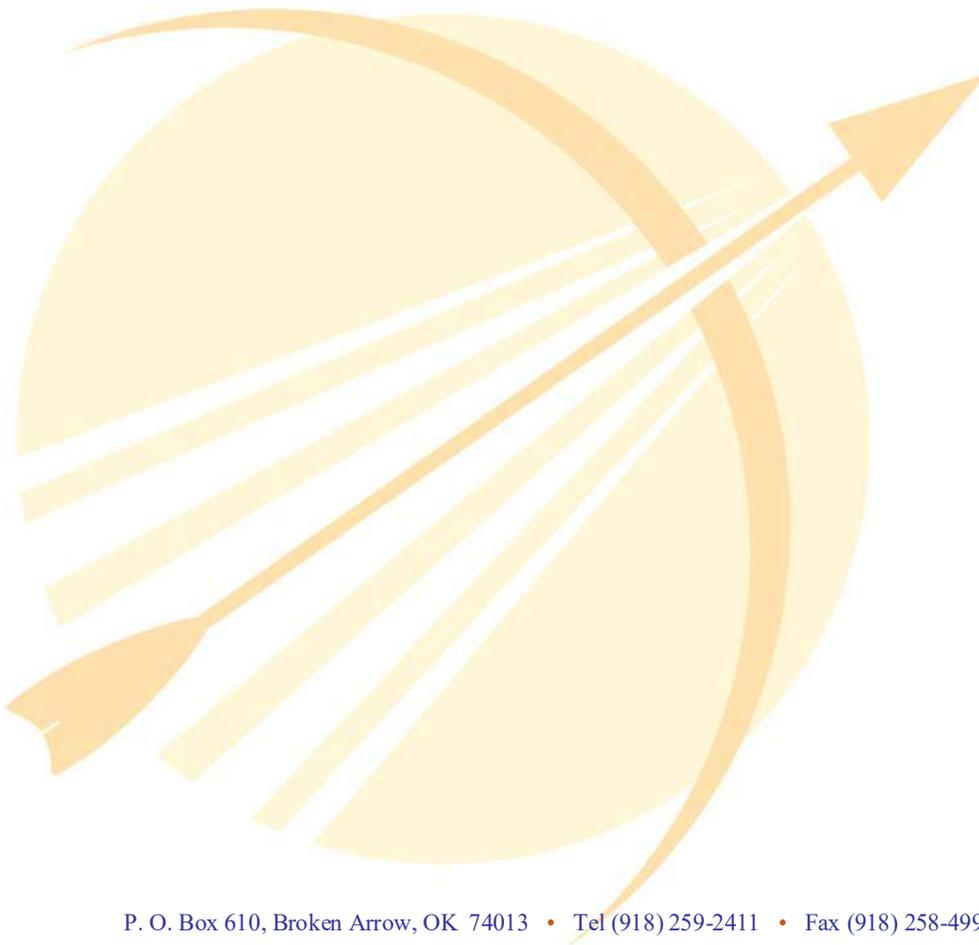


4 (1)



**Subject:** Jason Comments  
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**Author:** jdickeson  
**Date:** 3/20/2026 4:17:29 PM  
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U01  
Construction variance needed for the  
waterline on Van Buren, Elm, and Gum  
streets





# City of Broken Arrow

## Request for Action

---

**File #:** 26-435, **Version:** 1

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**Broken Arrow Planning Commission**  
**03-26-2026**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

No Action Taken, COMP-002549-2025, Comprehensive Plan Change, 4701 S Garnett Road, 6.19 acres from Level 4 (Commercial/Employment Nodes) to Level 2 (Urban Residential) located approximately one-tenth mile north and east of the northeast corner of W. Florence Street (111<sup>st</sup> Street) and Garnett Road (113<sup>th</sup> E. Avenue).

**Background:**

**Applicant:** Jared Andersen  
**Owner:** Birch Capital II, LLC  
**Developer:** Andersen Land Co  
**Engineer:** N/A  
**Location:** Approximately one-tenth mile north of the northeast corner of E. Florence Street (111<sup>st</sup> Street) and Garnett Road (113<sup>th</sup> E. Avenue).  
**Size of Tract** 6.19 acres  
**Number of Lots:** 1  
**Present Zoning:** CG (Commercial General)  
**Comp Plan:** Level 4 (Commercial/Employment Nodes)

Subsequent to publishing the public hearing notice for this Comprehensive Plan amendment, the applicant submitted a request to withdraw the application.

[Click here to enter text.](#)

**Reviewed by:** Jane Wyrick

**Approved by:** Rocky Henkel

JMW



# City of Broken Arrow

## Request for Action

---

**File #:** 26-441, **Version:** 1

---

**Broken Arrow Planning Commission**  
**03-26-2026**

**To:** Chair and Commission Members  
**From:** Community Development Department  
**Title:**

Public hearing, consideration, and possible action regarding PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).

**Background:**

**Applicant:** Alan Betchan, AAB Engineering, LLC  
**Owner:** Glenn Shaw, S & R Development  
**Developer:** Glenn Shaw, S & R Development  
**Engineer:** Alan Betchan, AAB Engineering, LLC  
**Location:** North of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).  
**Size of Tract** 90.33 acres  
**Present Zoning:** Commercial Heavy (CH) and PUD-307  
**Proposed Zoning:** RS-C and PUD-002519-2025  
**Comp Plan:** Level 2 - via COMP-001296-2024

PUD-002519-2025 is a major amendment to PUD-307. This property is located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue) The land is currently unplatted.

This PUD major amendment and rezoning request proposes to change the underlying zoning from Commercial Heavy (CH) to Single-family Residential - Compact (RS-C). This area is currently classified as Level 2 - Urban Residential under the Land Use Intensity System via COMP-001296-2024 that was approved by City Council on May 7<sup>th</sup>, 2024.

Updated materials requested by the Broken Arrow Planning Commission at their February 26, 2026, meeting, are still needed from the applicant. For that reason, staff are requesting to continue this item to the April 23, 2026, meeting of the Broken Arrow Planning Commission.

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**File #: 26-441, Version: 1**

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**Attachments:** Case Map  
Aerial Map

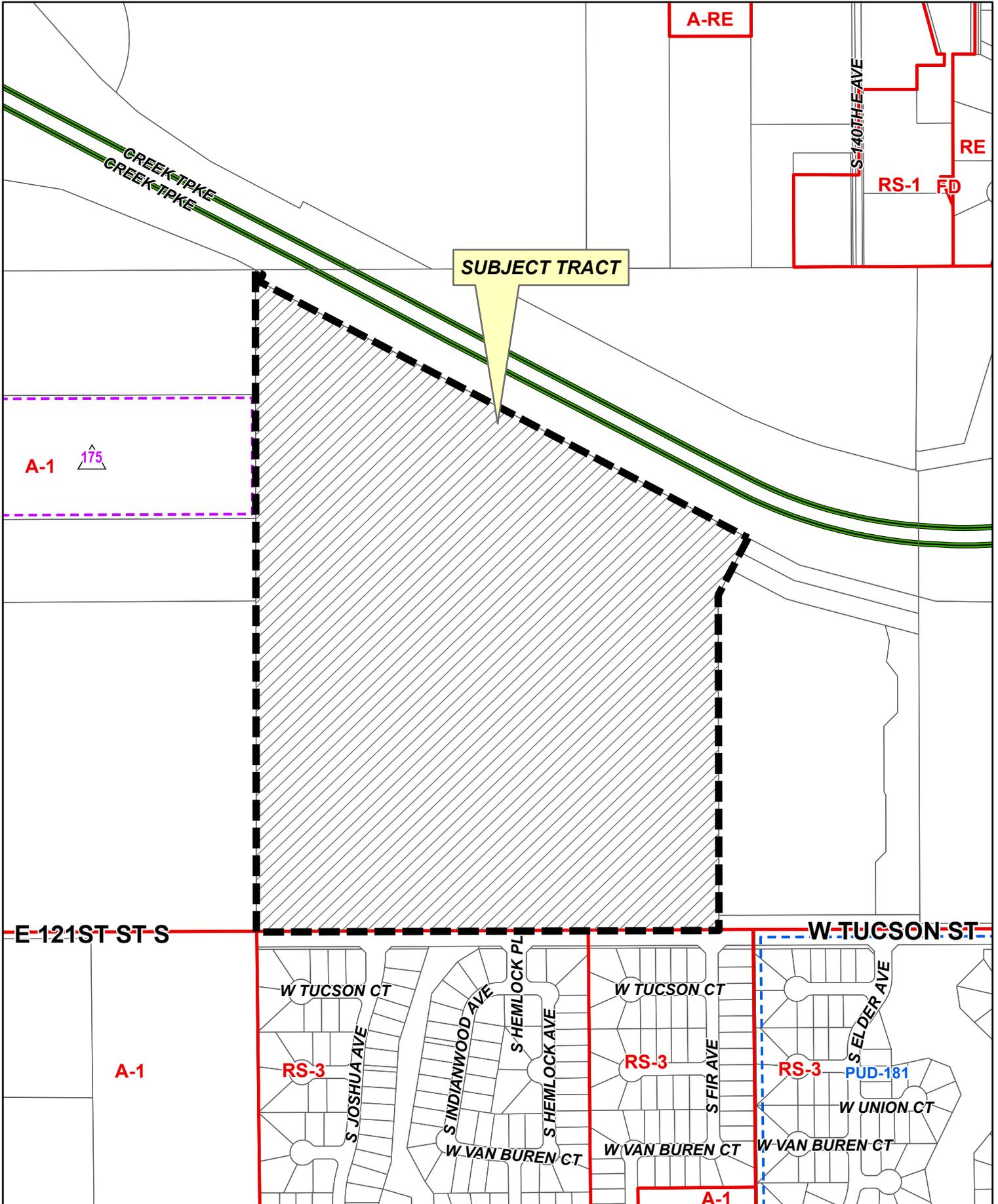
**Recommendation:**

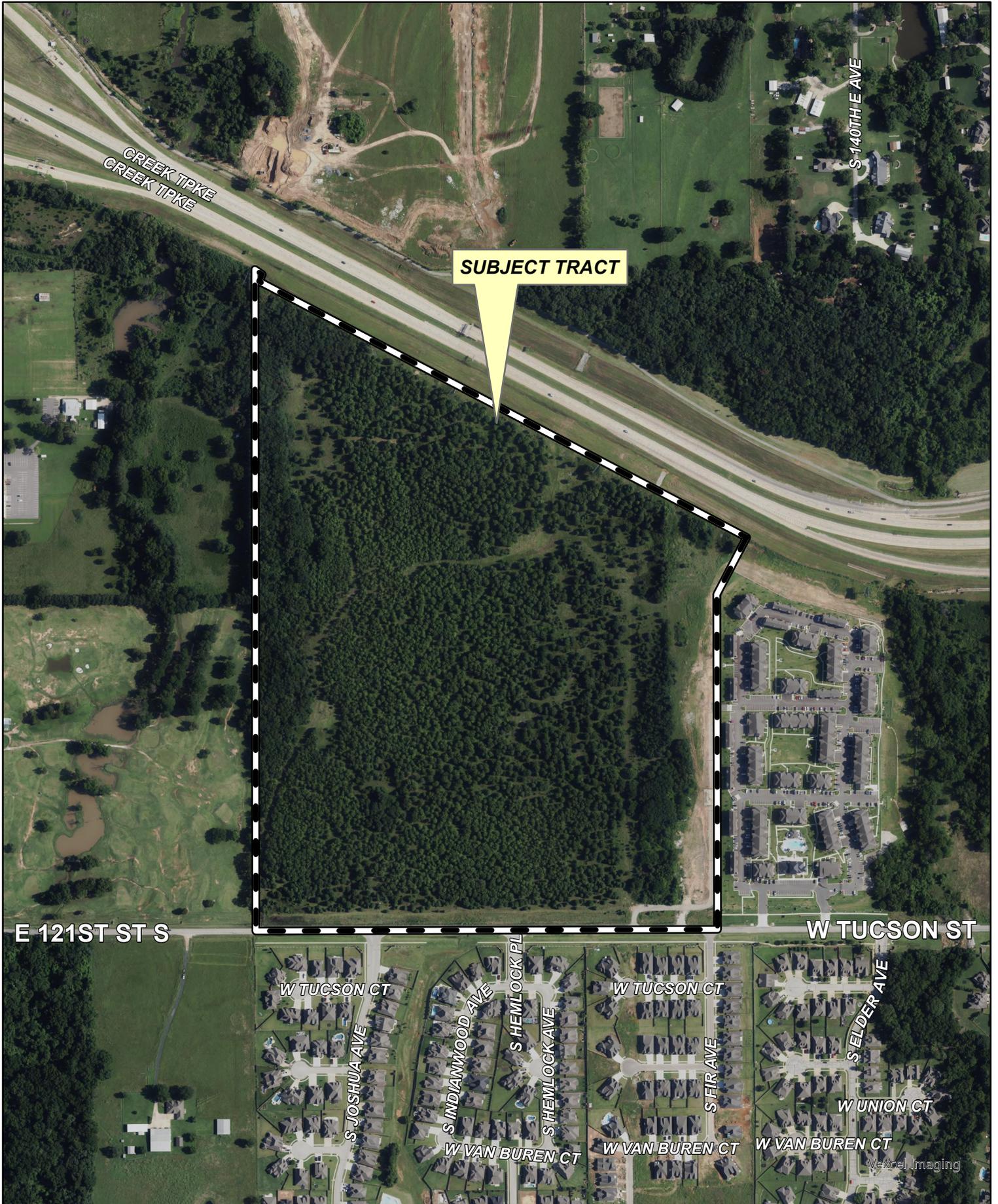
Based upon the need for updated materials, Staff recommends that PUD-002519-2025 and BAZ-002633-2023 be continued to the April 23, 2026, meeting of the Broken Arrow Planning Commission.

**Reviewed by: Jane Wyrick**

**Approved by: Rocky Henkel**

JAJ





**SUBJECT TRACT**

**E 121ST ST S**

**W TUCSON ST**

**W TUCSON CT**

**W TUCSON CT**

**S JOSHUA AVE**

**S INDIANWOOD AVE**

**S HEMLOCK PL**

**S HEMLOCK AVE**

**S FIR AVE**

**S ELDER AVE**

**W VAN BUREN CT**

**W VAN BUREN CT**

**W VAN BUREN CT**

**W UNION CT**

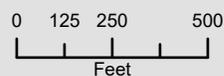
*Vexcel Imaging*

*Note: Graphic overlays may not precisely align with physical features on the ground.  
Aerial Photo Date: 2024*



**Subject Tract**

**PUD-002519-2025**



**33 18-14**





# City of Broken Arrow

## Request for Action

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**File #:** 26-440, **Version:** 1

---

**Broken Arrow Planning Commission  
03-26-2026**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Public hearing, consideration, and possible action regarding PUD-002694-2025 (Planned Unit Development), minor amendment to PUD-002316-2025, PUD-001815-2024, PUD-000126-2022, Southern Trails on Olive, 20.49 acres, CG (Commercial General), RM (Residential Multi-Family), CM (Community Mixed-Use) via BAZ-00012-2022 and PUD-000126-2022, located on the southeast corner of New Orleans Street (101st Street) and Aspen Avenue (145th East Avenue)

**Background:**

**Applicant:** Tanner Consulting, LLC  
**Owner:** Perkins Development Corporation  
**Developer:** Perkins Development Corporation  
**Engineer:** Tanner Consulting  
**Location:** Southeast corner of Olive Avenue (129th East Avenue) and New Orleans Street (101st Street)  
**Size of Tract** 20.49 acres  
**Number of Lots:** 1  
**Present Zoning:** CG (Commercial General), RM (Residential Multi-Family), CM (Community Mixed Use) via BAZ-00012-2022 and PUD-000126-2022  
**Comp Plan:** Level 3 (Transition Area) and Level 4 (Commercial/Employment Nodes)

PUD-002694-2026 is a minor amendment to PUD-002316-2025, PUD-000126-2022 and PUD-001815-2024. The property is located on the southeast corner of Olive Avenue (129th East Avenue) and New Orleans Street (101st Street). The property is presently in the process of being platted in preparation for development.

PUD-002316-2025 proposes to adjust certain lot width and frontage requirements for Development Area C. The original PUD did not specify lot widths or frontage requirements, falling back to the underlying zoning requirements. This PUD amendment would eliminate the required frontage and lot width (along a public right-of-way) for the multifamily portion of the development, allowing for access via mutual access easements. These mutual access easements will be secured and dedicated within the platting process for this development.

According to FEMA maps, none of the property is in the 100-year floodplain. Water and sanitary sewer will be provided by the City of Broken Arrow.

**Attachments:** Case Map

Aerial Photo  
PUD-002694-2026 Development Outline

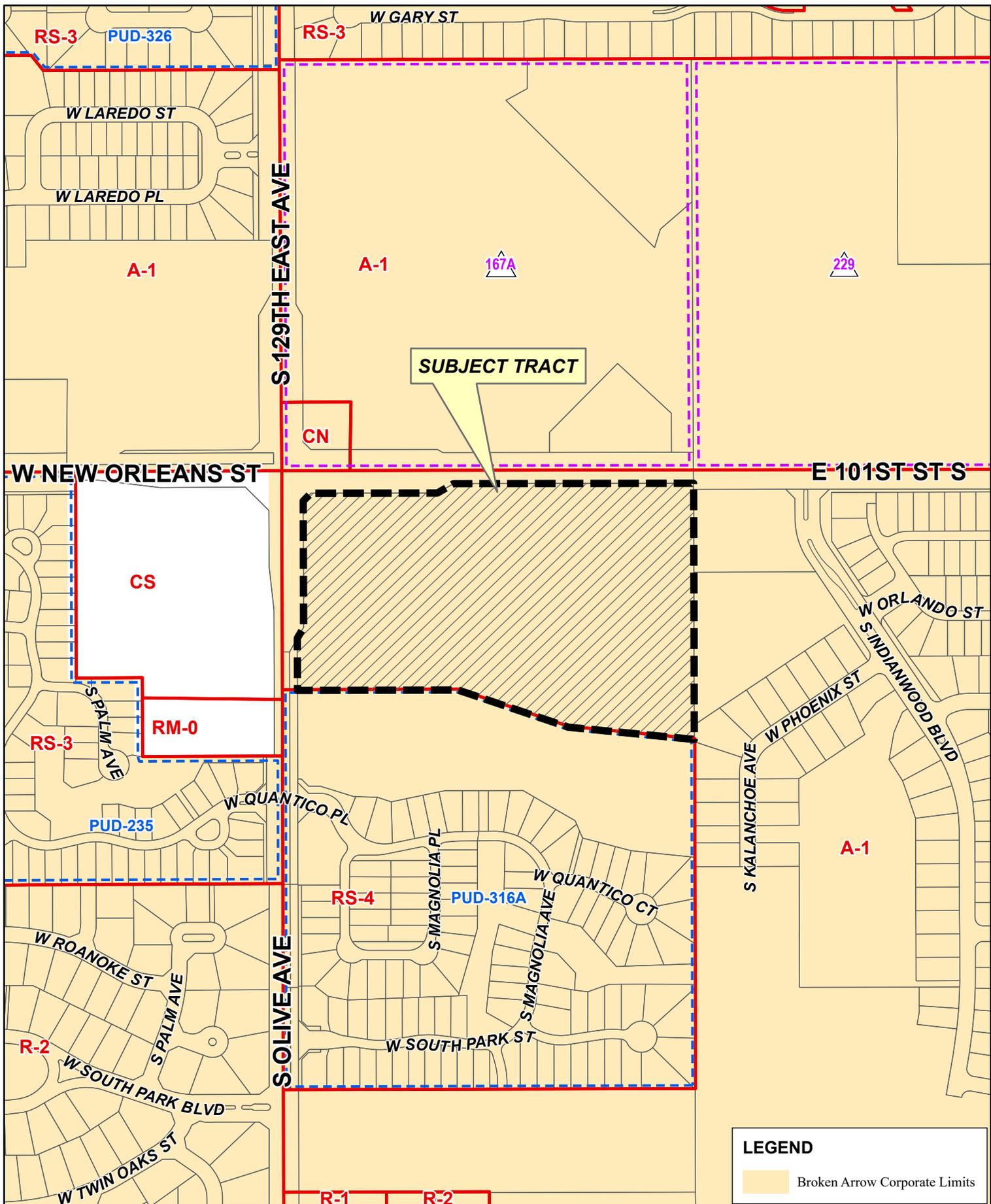
**Recommendation:**

Based on the location of the property and surrounding land uses, Staff recommends PUD-002694-2025 (Planned Unit Development) be approved.

**Reviewed by: Jane Wyrick**

**Approved by: Rocky Henkel**

JAJ



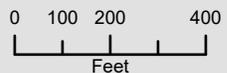
**SUBJECT TRACT**

**LEGEND**

Broken Arrow Corporate Limits



**PUD-002694-2026**



28 18-14





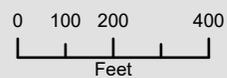
**SUBJECT TRACT**

Note: Graphic overlays may not precisely align with physical features on the ground.  
Aerial Photo Date: 2024



Subject Tract

**PUD-002694-2026**



28 18-14



Vexcel Imaging

**Southern Trails on Olive**

SOUTHEAST CORNER OF  
S. OLIVE AVE. AND W. NEW ORLEANS ST.  
BROKEN ARROW, OKLAHOMA

Minor Amendment # 2 to Planned Unit Development Nos. PUD-001815-2024  
and PUD-000126-2022 “The Enclave at Southern Trails”

Owner:  
Perkins Development Corp  
PO Box 1527  
Tulsa, OK 74101

Consultant:  
Tanner Consulting, LLC  
5323 S. Lewis Ave.  
Tulsa, OK 74105  
(918) 745-9929

Architect:  
NSPJ Architects  
9415 Nall Ave., Suite 300  
Prairie Village, KS 66207  
(913) 831-1415

Original PUD-000126-2022 by AAB Engineering, LLC  
Submitted August 1<sup>st</sup>, 2022  
Updated December 29, 2022  
Approved by Broken Arrow City Council January 3, 2023

PUD Major Amendment # 1 PUD-001815-2024 by Tanner Consulting, LLC  
Submitted October 14, 2024  
Approved by Broken Arrow City Council December 17, 2024

PUD Minor Amendment # 1 PUD-002316-2025 by Tanner Consulting, LLC  
Submitted July 7, 2025  
Approved by Broken Arrow Planning Commission August 14, 2025

## I. INTRODUCTION AND SCOPE

Southern Trails on Olive, formerly known as “The Enclave at Southern Trails”, comprising 20.13+/- net acres situated at the southeast corner of West New Orleans Street (101<sup>st</sup> Street South) and South Olive Avenue (129<sup>th</sup> E. Ave.) was submitted as Planned Unit Development No. PUD-000126-2022 and was conditionally approved by the Broken Arrow City Council on January 3, 2023, on the condition that the property be platted. In support of a new design, PUD Major Amendment # 1, Case No. PUD-001815-2024, was submitted and approved in 2024. PUD Minor Amendment # 1, Case No. PUD-002316-2025, made adjustments to certain landscaping requirements, primarily updating to the new Broken Arrow Zoning Ordinance in lieu of boundary-specific landscaping requirements.

The six ‘live-work’ units initially conceived as a component of the townhome project have been removed from the current development phase, and are no longer included with the multifamily residential lot as originally shown on the Preliminary Plat. Therefore, while the multifamily residential lot will still have access via two (2) mutual access drives secured by Mutual Access Easements, as shown on the Conditional Final Plat (Case No. PT-002629-2026), the multifamily residential lot will no longer include direct street frontage.

The original PUD was silent on minimum lot width and street frontage requirements, leaving the underlying zoning to control. RM zoning, at the time of original PUD approval, required 200 feet of street frontage for multifamily use. PUD Major Amendment # 1 specified 200 feet of lot width, which necessitates street frontage per definition in the Broken Arrow Zoning Ordinance, and 100 feet of street frontage itself. This PUD Minor Amendment # 2 proposes to align the PUD with the Site Plan by removing the legacy minimum street frontage and lot width requirements, subject to access by the Easements.

Except as specifically provided herein, no other changes are proposed to the PUD by this Amendment. No change of the underlying zoning district is proposed. The subject property will be developed in accordance with the City of Broken Arrow Zoning Ordinance and the use and development regulations of the underlying CG, RM, and CM districts, except as modified by the PUD.

## II. AMENDED DEVELOPMENT STANDARDS

The following Development Standards for Development Area C are amended and restated:

### Development Area C:

Development Area C shall be governed by the Broken Arrow Zoning Ordinance use and dimensional standards as established by the RM district except as hereinafter modified:

<b>Gross Land Area:</b>	500,424 SF	11.488 AC
<b>Net Land Area:</b>	500,424 SF	11.488 AC
<b>Permitted Uses:</b> Multi-family dwellings; neighborhood community playfields and parks, including clubhouses, pools, and similar neighborhood amenities; minor utility facilities; and uses customarily accessory to uses permitted herein, provided that each use meets the minimum standards of Section 3.3 of the Zoning Ordinance. No more than 4 dwelling units shall be attached unless in a rowhouse* type of configuration.		
<b>Maximum Number of Dwelling Units:</b>	154	
<b>Minimum Lot Width:</b>	<del>200 FT</del> <b>0 FT (With Access by Easement)</b>	
<b>Minimum Lot Frontage:</b>	<del>400 FT</del> <b>0 FT (With Access by Easement)</b>	
<b>Minimum Lot Area:</b>	2,300 SF per dwelling unit	
<b>Minimum Land Area per Dwelling Unit:</b>	2,200 SF **	
<b>Maximum Building Height:</b>	2 Stories and 35 FT ***	
<b>Minimum Off-street Parking:</b>	1.5 per Single Bedroom dwelling unit 2 per Two or More Bedrooms dwelling unit	
<b>Maximum Lot and Building Coverage:</b>	60% ****	
<b>Minimum Livability Open Space per DU:</b>	1,200 SF ****	
<b>Minimum Yard Setbacks:</b>		
From Arterial Street Right-of-Way:	75 FT *****	
From Development Areas A and B:	10 FT	
From East PUD Boundary:	15 FT	
From South PUD Boundary:	20 FT	
<b>Other Bulk and Area Requirements:</b>	As required within the RM District	

\* A rowhouse is defined by a series of attached dwelling units where all vertical stories of a unit are inhabited by a single family.

\*\* Minimum land area per dwelling unit is satisfied by the proportion of maximum number of dwelling units to gross land area as provided in Section 4.1.E.1.b. of the Broken Arrow Zoning Ordinance. Lots are therefore not subject to this requirement on an individual basis.

\*\*\* Architectural features may extend a max. of five (5) feet above maximum permitted building height.

\*\*\*\* *Maximum aggregate lot coverage by buildings, parking, and drives is limited to the lesser of 60% or that amount necessary to meet minimum livability open space requirements. Livability open space, defined as open space not utilized for parking or drives, and including sidewalks and trails, may be located on a lot or contained within common open space of the development, as per Section 4.1.E.1.d. of the Broken Arrow Zoning Ordinance.*

\*\*\*\*\* *The setback is reduced to 35 FT where no parking is located between the building and the street.*

### III. PROPERTY DESCRIPTION

#### PUD GROSS BOUNDARY DESCRIPTION

A TRACT OF LAND THAT IS A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NW/4 NW/4; THENCE NORTH 88°43'49" EAST AND ALONG THE NORTH LINE OF THE NW/4 NW/4, FOR A DISTANCE OF 1317.40 FEET TO THE NORTHEAST CORNER OF SAID NW/4 NW/4; THENCE SOUTH 1°20'17" EAST AND ALONG THE EAST LINE OF THE NW/4 NW/4, FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 1°20'17" EAST AND ALONG SAID EAST LINE OF THE NW/4 NW/4, FOR A DISTANCE OF 821.74 FEET TO THE NORTHEAST CORNER OF RESERVE 'O', "THE LAKES AT RABBIT RUN – PHASE 2", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 7022); THENCE ALONG THE NORTH LINE OF SAID RESERVE 'O' FOR THE FOLLOWING THREE (3) COURSES:

NORTH 85°34'07" WEST FOR A DISTANCE OF 402.23 FEET; THENCE NORTH 72°29'45" WEST FOR A DISTANCE OF 373.55 FEET; THENCE SOUTH 88°41'38" WEST FOR A DISTANCE OF 514.10 FEET TO A POINT THE CURRENT EAST RIGHT-OF-WAY LINE OF SOUTH OLIVE AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES:

NORTH 1°18'12" WEST FOR A DISTANCE OF 167.24 FEET; THENCE NORTH 28°41'48" EAST FOR A DISTANCE OF 40.00 FEET; THENCE NORTH 1°18'12" WEST FOR A DISTANCE OF 405.00 FEET; THENCE NORTH 43°42'49" EAST FOR A DISTANCE OF 35.35 FEET TO A POINT ON THE CURRENT SOUTH RIGHT-OF-WAY LINE OF WEST NEW ORLEANS STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES:

NORTH 88°43'49" EAST FOR A DISTANCE OF 405.00 FEET; THENCE NORTH 58°43'51" EAST FOR A DISTANCE 60.00 FEET; THENCE NORTH 88°43'49" EAST FOR A DISTANCE OF 765.44 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 892,514 SQUARE FEET OR 20.489 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (1) 3/4" IRON PIN FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 28;
- (2) 5/8" IRON PIN FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 28;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°43'49" EAST.