

# BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL

<b>Subdivision Plat Review Checklist</b>

Preliminary Plat		Conditional Final Plat	
TAC		TAC	
Planning Commission		Planning Commission	
		City Council	

Case Number:	
Related Case Numbers:	
County:	
Section/Township/Range:	
General Location:	
Current Zoning:	

ENGINEER:	DEVELOPER:

## CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

**Letter of approval from utility companies submitted?**

- |   |   |
|---|---|
| <input type="checkbox"/> Natural gas company approval | <input type="checkbox"/> Telephone company approval |
| <input type="checkbox"/> Electric company approval    | <input type="checkbox"/> Cable company approval     |

**Certificate of records search from Oklahoma corporation commission submitted?**

- OK Corporation Commission Certificate of Records Search  
 Oklahoma Corporation Commission, 405-521-2271

**Engineering approval**

- Stormwater plans, accepted on: \_\_\_\_\_
- Paving plans, accepted on: \_\_\_\_\_
- Water plans, accepted on: \_\_\_\_\_
- Sanitary sewer plans, accepted on: \_\_\_\_\_
- Sewage disposal plans, sent to department of environmental quality on: \_\_\_\_\_
- Water plans sent to department of environmental quality on: \_\_\_\_\_
- Is a sidewalk performance bond due? \_\_\_\_\_ Have they been submitted? \_\_\_\_\_
- Are performance bonds or escrow agreement due for water, storm sewers, sanitary sewer and paving?  
 (circle applicable) \_\_\_\_\_ have they been submitted? \_\_\_\_\_
- Project engineer/development services review complete on: \_\_\_\_\_

**Planning approval**

- \_\_\_\_ Addresses reviewed and approved?
- \_\_\_\_ Detention determination # assigned and verified?
- \_\_\_\_ Planning department review complete on:
- \_\_\_\_ Final plat received in planning department after utility company sign off on:
- \_\_\_\_ Final plat sent to project engineer for final review on:

**Fees**

- \_\_\_\_ Final plat processing fee (\$175 + (\$10 x \_\_\_\_ lots) \$ \_\_\_\_\_
- \_\_\_\_ Excess sewer capacity fee (\$700 x \_\_\_\_ acres) \$ \_\_\_\_\_  
(less any area in 100 year floodplain only or area in golf course)
- \_\_\_\_ Street signs, lights, etc. (\$175 x \_\_\_\_ signs) \$ \_\_\_\_\_
- \_\_\_\_ Sidewalk escrow \$ \_\_\_\_\_
- \_\_\_\_ Storm water fee-in-lieu of detention (.40 x \_\_\_\_ (sf increased impervious area) (less any area in reserve area of 1/2 acre or more) \$ \_\_\_\_\_
- Total fee(s)** \$ \_\_\_\_\_

**FINAL PROCESSING OF PLAT**

- \_\_\_\_ Final plat submitted for mayor and city clerk signature on: \_\_\_\_\_
- \_\_\_\_ Fees paid on: \_\_\_\_\_ in the amount of: \_\_\_\_\_
- \_\_\_\_ Final plat picked up for recordation on: \_\_\_\_\_
- \_\_\_\_ PDF of recorded plat submitted to planning department



# The Learning Experience - Conditional Final Plat Summary

## [1] Unsaved Drawing1-SHEET 1 (9)

**INTENTION**  
PINS TO BE SET AT ALL PROPERTY CORNERS UNLESS  
ELSE NOTED.

**BEARINGS**  
NO BASE FOR THIS SURVEY IS RECORDED PLAT OF "THE  
T BROKEN ARROW AND BROKEN ARROW GOLF &  
CLUB-PLAT NO. 3507"  
DATUM NAD83

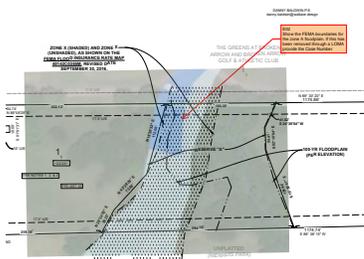
**MARK**  
2" NAIL IN ASPHALT

E01  
Provide a physical location description for  
the benchmarks. These should be able to  
be located with out the use of GPS  
equipment

**NOTE**  
AS SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME  
WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND  
NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

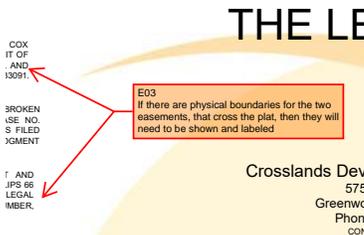
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**Page Index:** 1  
**Author:** jdickeson  
**Date:** 5/16/2022 2:28:10 PM  
**Creation Date:** 5/16/2022 9:27:22 AM

E01  
Provide a physical location  
description for the benchmarks.  
These should be able to be located  
with out the use of GPS equipment



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**Page Index:** 1  
**Author:** jdickeson  
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E02  
Show the FEMA boundaries for the  
zone A floodplain. If this has been  
removed through a LOMA provide  
the Case Number



## THE LE

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**Page Index:** 1  
**Author:** jdickeson  
**Date:** 5/16/2022 2:28:51 PM  
**Creation Date:** 5/16/2022 10:23:18 AM

E03  
If there are physical boundaries for  
the two easements, that cross the  
plat, then they will need to be shown  
and labeled

Crosslands Dev  
575  
Greenwo  
Phon  
CON

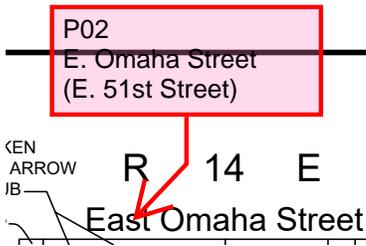


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**Date:** 5/16/2022 9:58:24 AM  
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P01  
N. 9th Street  
(S. 177th E. Avenue/S. Lynn Lane  
Road)

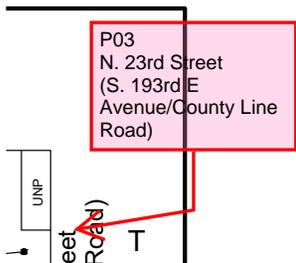
P01  
N. 9th Street  
(S. 177th E.  
Avenue/S. Lynn  
Lane Road)

UNP  
Street  
Road East



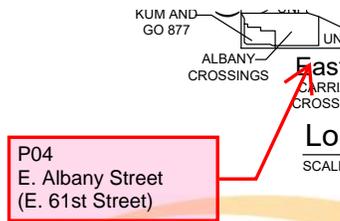
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**Date:** 5/16/2022 10:04:55 AM  
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P02  
E. Omaha Street  
(E. 51st Street)



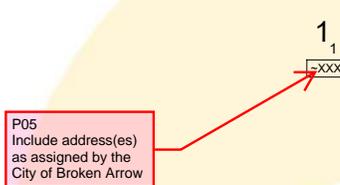
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P03  
N. 23rd Street  
(S. 193rd E Avenue/County Line Road)



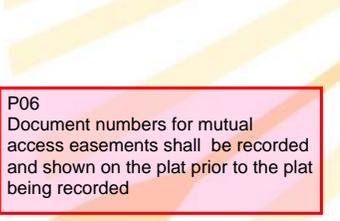
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**Creation Date:** 5/16/2022 10:06:29 AM

P04  
E. Albany Street  
(E. 61st Street)



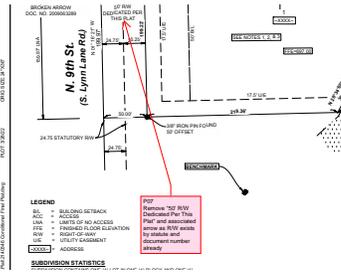
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P05  
Include address(es) as assigned by  
the City of Broken Arrow



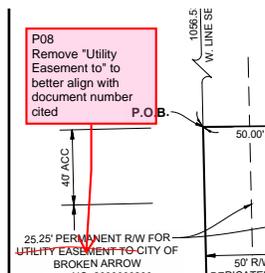
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P06  
Document numbers for mutual  
access easements shall be  
recorded and shown on the plat prior  
to the plat being recorded



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**Creation Date:** 5/18/2022 4:58:25 PM

P07  
Remove "50' R/W Dedicated Per This Plat" and associated arrow as R/W exists by statute and document number already



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**Page Index:** 1  
**Author:** Micah S  
**Date:** 5/18/2022 5:02:20 PM  
**Creation Date:** 5/18/2022 5:00:28 PM

P08  
Remove "Utility Easement to" to better align with document number cited

[2] 2140346 DOD-SHEET 2 (DOD) (1)

**Page Label:** [2] 2140346 DOD-SHEET 2 (DOD)  
**Page Index:** 2  
**Author:** jdickeson  
**Date:** 5/16/2022 2:28:59 PM  
**Creation Date:** 5/16/2022 10:35:55 AM

E04  
Add a section for the area labeled as reserve A and add similar language from the ODE section.

E04  
Add a section for the area labeled as reserve A and add similar language from the ODE section.

ED WITHIN SECTION I, EASEMENTS, AND UTILITIES MAY BE AME  
NSTRUMENT SIGNED AND ACKNOWLEDGED BY THE CITY OF B  
CESSORS WITH THE APPROVAL OF THE CITY OF BROKEN

CONDITIONAL/FINAL PLAT

# THE LEARNING EXPERIENCE BROKEN ARROW

A PART OF THE NW/4 NW/4 SEC.36, T-19-N, R-14-E  
CITY OF BROKEN ARROW TULSA COUNTY, OKLAHOMA

EASEMENT NOTES:

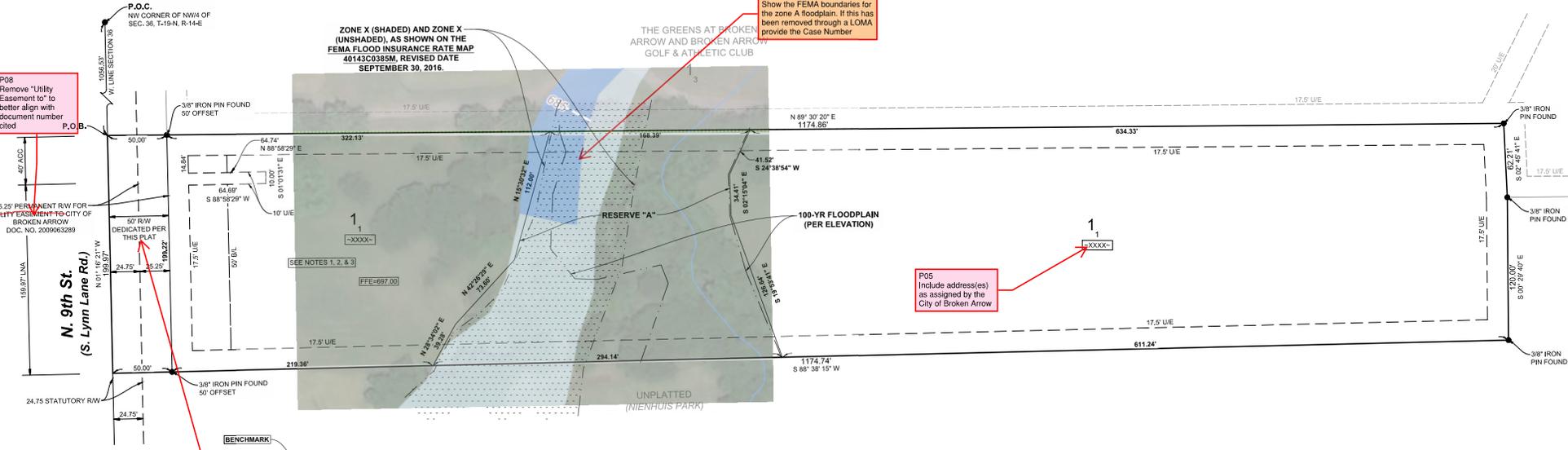
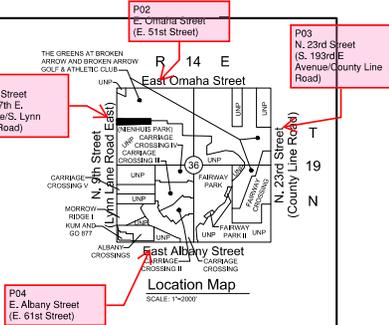
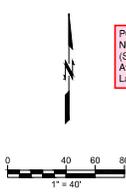
- RIGHT OF WAY/EASEMENT IN FAVOR OF COXCOM, INC. DBA COX COMMUNICATIONS OKLAHOMA CITY, AS DISCLOSED BY AFFIDAVIT OF CONTRACTUAL AGREEMENTS WITH COX COMMUNICATIONS, INC. AND PROPERTY OWNERS RECORDED AS DOCUMENT NO. 2009033091. (AFFECTS - PAGE 68 OF 165)
- PROPERTY ACQUIRED BY CONDEMNATION BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN TULSA COUNTY DISTRICT COURT CASE NO. C-2009040944, AS EVIDENCED BY REPORT OF COMMISSIONERS FILED APRIL 14, 2009 IN SAID CASE AND JOURNAL ENTRY OF JUDGMENT RECORDED AS DOCUMENT NO. 2009063289. (AFFECTS)
- RIGHT OF WAY/EASEMENT AS DISCLOSED BY ASSIGNMENT AND ASSUMPTION AND BILL OF SALE AGREEMENT IN FAVOR OF PHILLIPS 66 COMPANY RECORDED AS DOCUMENT NO. 2012043968. (LEGAL DESCRIPTION AFFECTS ALL OF SECTION 36, NO FILE NUMBER, GRANTOR, GRANTEE, BOOK OR PAGE NUMBER IN DOCUMENT)

**E03**  
If there are physical boundaries for the two easements, that cross the plat, then they will need to be shown and labeled

**OWNER:**  
Crosslands Development Company, LLC  
5750 DTC Parkway  
Greenwood Village, Co 80111  
Phone: (303) 346-1444  
CONTACT: JEFF DURBON

**ENGINEER:**  
Wallace Design Collective, PC  
123 North Martin Luther King Jr Blvd.  
Tulsa, Oklahoma, 74103  
Phone: (918) 584-5858  
OK. CA NO. 1460, EXPIRES 6/30/2023  
DANNY BALDWIN P.E.  
danny@wallacecollective.com

**SURVEYOR:**  
Benchmark Surveying and Land Services, Inc.  
P.O. Box 1078  
Owasso, Oklahoma 74055  
Phone: (918) 274-9081  
KEVIN M. NEWLUN  
RPLS 1289, CA #2235  
EXPIRES 6/30/2022  
info@benchmarkok.com



**P08**  
Remove "Utility Easement to" to better align with document number

**E02**  
Show the FEMA boundaries for the zone A floodplain. If this has been removed through a LCMA, provide the Case Number

**P05**  
Include address(es) as assigned by the City of Broken Arrow

**P07**  
Remove "50' R/W Dedicated Per This Plat" and associated arrow as R/W exists by statute and document number already

- LEGEND**
- BL = BUILDING SETBACK
  - ACC = ACCESS
  - LNA = LIMITS OF NO ACCESS
  - FFE = FINISHED FLOOR ELEVATION
  - R/W = RIGHT-OF-WAY
  - UE = UTILITY EASEMENT
  - XXXX- = ADDRESS

**SUBDIVISION STATISTICS**  
SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK AND ONE (1) RESERVE AREA.  
SUBDIVISION CONTAINS 224,615 SF (5.16 ACRES)  
LOT 1 CONTAINS 174,795 SF (4.01 ACRES)  
RESERVE A CONTAINS 39,840 SF (0.92 ACRES)  
R/W DEDICATED BY PLAT CONTAINS 9,980 SF (2.3 ACRES)

**MONUMENTATION**  
3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

**BASIS OF BEARINGS**  
THE BEARING BASE FOR THIS SURVEY IS RECORDED PLAT OF "THE GREENS AT BROKEN ARROW AND BROKEN ARROW GOLF & ATHLETIC CLUB-PLAT NO. 5601", VERTICAL DATUM NAD83

**BENCHMARK**  
MAGNETIC NAIL IN ASPHALT  
ELEV=86.66  
N= 402928.07  
E= 2624689.66

**E01**  
Provide a physical location description for the benchmarks. These should be able to be located without the use of GPS equipment

**ADDRESS NOTE**  
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

**P06**  
Document numbers for mutual access easements shall be recorded and shown on the plat prior to the plat being recorded

**BACKFLOW PREVENTER NOTE:**  
ALL NEW BUILDINGS SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKWATER DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE THEREFORE SHALL BE THE SOLE EXPENSE OF THE PROPERTY OWNER.

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

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE SCHEDULE OF DETENTION DETERMINATION NO. DD-42221-32

CASE NO. **PT21-121**

DATE: 3/29/2022  
THE LEARNING EXPERIENCE  
BROKEN ARROW  
CONDITIONAL/FINAL PLAT  
SHEET 1 OF 2

\\hennepinproj\p21\40348 The Learning Experience\Drawings\PRODUCTION\PT21-121-01-01-01 Conditional Final Plat.dwg PLOT: 3/29/22 ORIG SIZE: 24"X36"

CONDITIONAL/FINAL PLAT

THE LEARNING EXPERIENCE BROKEN ARROW

E04 Add a section for the area labeled as reserve A and add similar language from the ODE section.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

CROSSLANDS DEVELOPMENT COMPANY, LLC, HEREINAFTER REFERRED TO AS THE 'OWNER', IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND IN TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: FROM THE NORTHWEST CORNER OF SAID SECTION 36, RUN S01°16'21"E 1056.53 FEET ALONG THE WEST LINE THERE TO THE POINT OF BEGINNING; THENCE N89°30'02"E 1174.8 FEET; THENCE S02°45'41"E 62.21 FEET; THENCE S00°29'40"E 120.00 FEET; THENCE S88°38'15" W 1174.74 FEET TO THE SAID WEST LINE; THENCE N01°16'21" W 199.97 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE-DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE LOT, ONE BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "THE LEARNING EXPERIENCE BROKEN ARROW", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "THE LEARNING EXPERIENCE BROKEN ARROW").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UE" OR "UTILITY EASEMENT", FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT FOR THE PURPOSE OF FURNISHING WATER AND OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT, THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERRECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION. FURTHERMORE, IN ADDITION TO THE ABOVE DESCRIBED FACILITIES AND APPURTENANCES, THE WESTERN 17.5 FOOT UTILITY EASEMENT SHALL ALSO FUNCTION AS A SIDEWALK EASEMENT.

B. UNDERGROUND SERVICE

- 1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT AND IN THE PERIMETER RIGHT-OF-WAYS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD 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 UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
4. THE OWNER OF THE LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON THE OWNERS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THEIR AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

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

- 1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED.

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

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. ALL STORM SEWER OUTSIDE OF THE RIGHT OF WAY WILL BE CONSIDERED PRIVATE AND IDENTIFIED IN THE PLANS AS PRIVATE OF PUBLIC.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF THE LEARNING EXPERIENCE BROKEN ARROW, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S) SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

E. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "DIE" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE BROKEN ARROW CITY ENGINEER.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BY ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE BROKEN ARROW CITY ENGINEER, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE BROKEN ARROW CITY ENGINEER.

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNERS EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT, A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. SIDEWALKS, PUBLIC ACCESS EASEMENT

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE LOT OWNER IN ACCORDANCE WITH THE CITY OF BROKEN ARROW SUBDIVISION REGULATIONS AND IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF BROKEN ARROW. ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION. TO THE EXTENT SAID SIDEWALKS EXTEND OUTSIDE OF THE RIGHT-OF-WAY, ONTO THE LOT, THE OWNER HEREBY DEDICATES TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE LOT FOR CONSTRUCTION, MAINTENANCE, AND USE AS A PUBLIC SIDEWALK.

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. EASEMENTS, AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSOR, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, TULSA COUNTY, 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 OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, CROSSLANDS DEVELOPMENT COMPANY, LLC, BEING THE SOLE OWNER OF THE LEARNING EXPERIENCE BROKEN ARROW PLATTED, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION, AND COVENANTS THIS \_\_\_ DAY OF \_\_\_, 2022.

CROSSLANDS DEVELOPMENT COMPANY, LLC

JEFF DURBON

ACKNOWLEDGMENT

STATE OF OKLAHOMA )
) SS:
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_ DAY OF \_\_\_, 2022.

BY \_\_\_, AS \_\_\_ OF CROSSLANDS DEVELOPMENT COMPANY, LLC

NOTARY PUBLIC

MY COMMISSION NO: \_\_\_\_\_

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

(SEAL)

CERTIFICATE OF SURVEY

I, KEVIN M. NEWLUN, RPLS, OF BENCHMARK SURVEYING AND LAND SERVICES, INC., A LICENSED LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS THE LEARNING EXPERIENCE BROKEN ARROW, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS \_\_\_ DAY OF \_\_\_, 2022.

KEVIN M. NEWLUN, RPLS
LICENSED LAND SURVEYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA )
) SS:
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_ DAY OF \_\_\_, 2022.

BY \_\_\_, AS \_\_\_ OF BENCHMARK SURVEYING AND LAND SERVICES, INC.

NOTARY PUBLIC

MY COMMISSION NO: \_\_\_\_\_

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

(SEAL)

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

BACKFLOW PREVENTER NOTE:
ALL NEW BUILDINGS SERVED BY SANITARY SEWER SERVICE SHALL
INSTALL A BACKWATER DEVICE (BACKFLOW PREVENTER). INSTALLATION
OF THESE DEVICES AND ALL MAINTENANCE THEREOF SHALL BE THE
SOLE EXPENSE OF THE PROPERTY OWNER.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE
ARE PROVIDED IN ACCORDANCE WITH FEE SCHEDULE OF
DETENTION DETERMINATION NO. DD-42221-32

CASE NO. P721-121