

CONDITIONAL FINAL PLAT

The Grove I

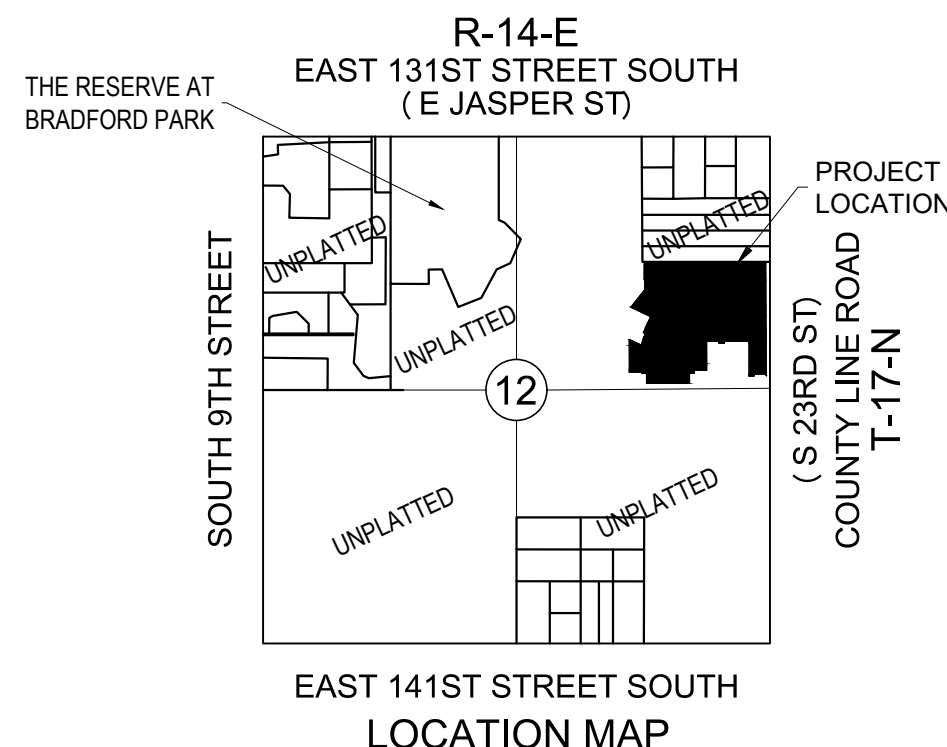
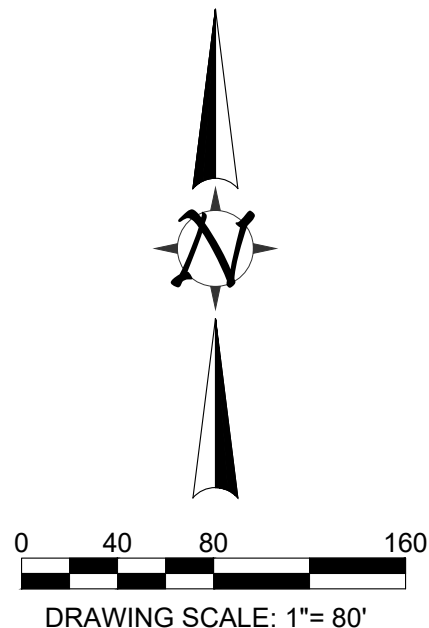
A TRACT OF LAND LOCATED IN PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S/2 NE/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER

BLUE CHIP DEVELOPMENT, LLC
PO Box 51208
TULSA, OK 74125
EMAIL: alex@executivehomes.com
ATTN: ALEX TRINIDAD

ENGINEER

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE 30, 2028
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN@AABENG.COM



LEGEND

B/L	.....	BUILDING LINE
LNA	.....	LIMITS OF NO ACCESS
POB	.....	POINT OF BEGINNING
POC	.....	POINT OF COMMENCEMENT
ROW	.....	RIGHT OF WAY
U/E	.....	UTILITY EASEMENT
D/E	.....	DRAINAGE EASEMENT
A/E	.....	ACCESS EASEMENT
BK	.....	BOOK
PG	.....	PAGE
RA	.....	RESTRICTED ACCESS
FFE	.....	FINISHED FLOOR ELEVATION

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS ONE-HUNDRED AND FIVE (105) LOTS IN SEVEN (7) BLOCKS AND ONE (1) RESERVE AREA CONTAINING 33.66 ACRES

BLOCK 1	.....	5.64 ACRES - 24 LOTS
BLOCK 2	.....	4.70 ACRES - 22 LOTS
BLOCK 3	.....	7.55 ACRES - 33 LOTS
BLOCK 4	.....	2.76 ACRES - 12 LOTS
BLOCK 5	.....	0.90 ACRES - 4 LOTS
BLOCK 6	.....	1.33 ACRES - 6 LOTS
BLOCK 7	.....	0.93 ACRES - 4 LOTS
RESERVE A	.....	1.86 ACRES
RIGHT OF WAY	.....	7.99 ACRES

CURVE TABLE

Curve #	Length	Radius	Chord Length	Chord Bearing
C1	13.29	25.00	13.14	S76°15'00"E
C2	131.71	50.00	96.80	N43°31'01"E
C3	13.29	25.00	13.14	N16°42'58"W
C4	41.56	25.00	36.93	N46°08'15"E
C5	39.27	25.00	35.36	S43°31'01"W
C6	39.27	25.00	35.36	N46°28'59"W
C7	39.27	25.00	35.36	N43°31'01"E
C8	39.27	25.00	35.36	S46°28'59"E
C9	104.77	200.00	103.58	S13°31'30"W
C10	37.31	25.00	33.95	S71°17'33"W
C11	111.42	250.00	110.50	N78°42'55"W
C12	39.27	25.00	35.36	N46°28'59"W
C13	39.27	25.00	35.36	N43°31'01"E
C14	13.29	25.00	13.14	S73°17'02"W
C15	131.71	50.00	96.80	N46°28'59"W
C16	13.29	25.00	13.14	N13°45'00"E
C17	39.27	25.00	35.36	N46°28'59"W
C18	39.27	25.00	35.36	N46°28'59"W
C19	39.27	25.00	35.36	N43°31'01"E
C20	13.29	25.00	13.14	S76°15'00"E
C21	131.71	50.00	96.80	N43°31'01"E
C22	13.29	25.00	13.14	N16°42'58"W
C23	39.27	25.00	35.36	N43°31'01"E
C24	39.27	25.00	35.36	N46°28'59"W
C25	39.27	25.00	35.36	N43°31'01"E
C26	39.27	25.00	35.36	S46°28'59"E
C27	39.27	25.00	35.36	S43°31'01"W
C28	70.84	200.00	70.47	S76°05'41"E

NOTE

1. ALL PIE SHAPED LOTS MEET THE SEVENTY (70) FOOT FRONTAGE REQUIREMENT AT THE FRONT BUILDING LINE.

Where is the Access Easement addressed in the Plat Language? Need to define what this means to the property owners.

All of the call outs that state .. "By Separate Instrument" should list the book and page.

SUBDIVISION DATA

BENCHMARK
MAGNAIL WITH COLLAR STAMPED "GEODECA CA 5524" AT NW CORNER OF SW QUARTER SECTION 7, T-17-N, R-15-E
ELEV=666.67' (NAVD 88)

BASIS OF BEARINGS
BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3401 NORTH) WITH THE WEST LINE OF LOT THREE (3) BEING NORTH 01°28'59" WEST.

LAND AREA
1,407,774 SF ± / 33.66 ACRES ±

MONUMENTATION
A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "CA6038" TO BE SET AT ALL LOT CORNERS, ALL STREET CENTERLINE INTERSECTIONS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, CENTER OF CUL-DE-SACS AND CENTER OF EYEBROWS, AFTER COMPLETION OF IMPROVEMENTS, UNLESS NOTED OTHERWISE.

FLOODPLAIN

THE PROPERTY IS CONTAINED IN FEMA ZONE X (UNSHADED) (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON FIRM PANEL "40143C0459L" DATED SEPTEMBER 30, 2016 AND FIRM PANEL "40143C0457M" DATED SEPTEMBER 30, 2016.

DETENTION DETERMINATION # DD-021225-06

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BROKEN ARROW
210 S. 1ST ST.
BROKEN ARROW, OK 74012
918-251-5311

UTILITY

OKLAHOMA NATURAL GAS COMPANY 5848 EAST 15TH STREET BROKEN ARROW, OK 74112 918-831-8293	PUBLIC SERVICE COMPANY OF OKLAHOMA 212 E. 6TH ST. BROKEN ARROW, OK 74119 918-599-2351
COX COMMUNICATIONS 11811 EAST 51ST STREET BROKEN ARROW, OK 74145 918-286-4658	WINDSTREAM TELECOM COMPANY 2300 EAST 1ST PLACE BROKEN ARROW, OK 74012 918-451-3427

CITY OF BROKEN ARROW
210 S. 1ST ST.
BROKEN ARROW, OK 74012
918-259-8409

please add:
"For water or sewer line breaks:
M-F 7a-4p Action Center @
918.258.3587
After hours: Police non-emergency
@ 918.259.8400"

Add label with filed dedication document and/or label as being dedicated with this plat

OWNER/DEVELOPER

BLUE CHIP DEVELOPMENT, LLC
PO Box 51209
TULSA, OK 74125
EMAIL: alex@executivehomes.com
ATTN: ALEX TRINIDAD
PHONE: 918.951.7009

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The Grove I

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ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE 30, 2028
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

KNOW ALL MEN BY THESE PRESENTS: BLUE CHIP DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND LOCATED IN PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S/2 NE/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE SOUTH 01°32'56" EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 1,323.79 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID NORTHEAST QUARTER (S/2 NE/4) AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°32'56" EAST ALONG SAID EAST LINE, A DISTANCE OF 1,166.75 FEET; THENCE SOUTH 88°39'29" WEST A DISTANCE OF 60.00 FEET; THENCE NORTH 46°28'59" WEST A DISTANCE OF 28.03 FEET; THENCE SOUTH 88°31'01" WEST A DISTANCE OF 85.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 43°31'01" WEST, A CHORD DISTANCE OF 35.36 FEET AND A CURVE LENGTH OF 39.27 FEET; THENCE SOUTH 88°31'01" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 01°28'59" WEST A DISTANCE OF 343.74 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 46°28'59" WEST, A CHORD DISTANCE OF 35.36 FEET, AND A CURVE LENGTH OF 39.37 FEET; THENCE SOUTH 88°31'01" WEST A DISTANCE 210.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 43°31'01" WEST, A CHORD DISTANCE OF 35.36 FEET, AND A CURVE LENGTH OF 39.27 FEET; THENCE SOUTH 88°31'01" WEST A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 46°28'59" WEST, A CHORD DISTANCE OF 35.36 FEET, AND A CURVE LENGTH OF 39.27 FEET; THENCE SOUTH 88°31'01" WEST A DISTANCE OF 105.00 FEET; THENCE SOUTH 01°28'59" EAST A DISTANCE OF 303.74 FEET; THENCE SOUTH 88°31'01" WEST A DISTANCE OF 130.00 FEET; THENCE SOUTH 01°28'59" EAST A DISTANCE OF 31.26 FEET; THENCE SOUTH 88°31'01" WEST A DISTANCE OF 50.00; THENCE SOUTH 01°28'59" EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH 88°31'01" WEST A DISTANCE OF 446.91 FEET; THENCE NORTH 01°28'59" WEST A DISTANCE OF 105.00 FEET; THENCE SOUTH 88°31'01" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 01°28'59" WEST A DISTANCE OF 11.54 FEET; THENCE SOUTH 88°31'01" WEST A DISTANCE OF 130.00 FEET; THENCE NORTH 01°28'59" WEST A DISTANCE OF 342.41 FEET; THENCE SOUTH 65°56'51" EAST A DISTANCE OF 144.79 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING OF NORTH 13°20'20" EAST, A CHORD DISTANCE OF 92.95 FEET, AND A CURVE LENGTH OF 93.49 FEET; THENCE NORTH 24°03'09" EAST A DISTANCE OF 13.67 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 20°56'51" WEST, A CHORD DISTANCE OF 35.36 FEET, AND A CURVE LENGTH OF 39.27 FEET; THENCE NORTH 24°03'09" EAST A DISTANCE OF 50.00 FEET; THENCE NORTH 65°56'51" WEST A DISTANCE OF 2.64 FEET; THENCE NORTH 24°03'09" EAST A DISTANCE OF 130.00 FEET; THENCE NORTH 65°39'43" WEST A DISTANCE OF 228.69 FEET; THENCE NORTH 37°08'26" EAST A DISTANCE OF 234.15 FEET; THENCE NORTH 02°15'01" WEST A DISTANCE OF 58.15 FEET; THENCE NORTH 52°15'34" WEST A DISTANCE OF 6.59 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4); THENCE NORTH 01°27'38" WEST ALONG SAID WEST LINE A DISTANCE OF 167.45 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4); THENCE NORTH 88°43'32" EAST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 1,317.74 FEET TO THE POINT OF BEGINNING, CONTAINING 1,466,117 SQUARE FEET OR 33.66 ACRES MORE OR LESS.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) BEING SOUTH 01°32'56" EAST.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 105 LOTS IN 7 BLOCKS AND 1 RESERVE AREA, EACH ONE REFERRED TO HEREIN AS A "LOT" OR COLLECTIVELY AS "LOTS", IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "THE GROVE I", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "THE GROVE I" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

- A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS
- THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT". FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN TULSA COUNTY 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 ALL UTILITY LINES, INCLUDING 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 SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. 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, 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.
- B. UTILITY LINES AND SERVICE
1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES MAY BE LOCATED ALONG THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION. OTHERWISE, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS AND IN THE RIGHTS-OF-WAY FOR PUBLIC STREETS AS DEPICTED BY THE 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 TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST 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 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 OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL 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 THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION FACILITIES. THE SUPPLIER OF SERVICE 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 HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER COMMUNICATION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, OR STORM SEWER.
2. WITHIN THE UTILITY AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, STORM SEWER OR DRAINAGE WAYS, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS AND STORM SEWERS SHALL BE PROHIBITED. THE CITY OF BROKEN ARROW, MAY SPECIFICALLY ENFORCE THIS PROVISION.
3. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS AS THE PROVIDER, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES OR STORM WATER FACILITIES. THE CITY OF BROKEN ARROW SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF POTABLE WATER FACILITIES. ITS SUCCESSOR UTILITY OR MUNICIPALITY PROVIDING WATER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS.
5. WHERE WATER LINES ARE INSTALLED WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS. THE UTILITY EASEMENTS DEDICATED HEREIN FOR THE PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED TO THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS OR ASSIGNS, AS THE EXCLUSIVE PROVIDER OF POTABLE WATER TO THE SUBDIVISION. SEWER, GAS, ELECTRIC, COMMUNICATION, CABLE, SOLID WASTE MANAGEMENT, AND OTHER PROVIDERS OF UTILITIES, OTHER THAN POTABLE WATER, MAY ALSO USE SAID EASEMENTS.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, THEIR SUCCESSORS, OR ANY UTILITY PROVIDER OF SERVICES AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. 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 INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. GAS SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN 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 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 LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

F. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. 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 HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, BY THE OWNER/DEVELOPER, AND THE HOMEOWNERS ASSOCIATION.

G. RESERVE AREAS

1. THE USE OF RESERVE AREAS DEDICATED ON THE PLAT OR SUBSEQUENTLY DEDICATED FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND DETENTION, AS WELL AS UTILITY EASEMENTS AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. MAINTENANCE OF RESERVE AREAS WILL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION.

2. DRAINAGE FACILITIES LOCATED WITHIN RESERVE AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVES AREAS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
4. DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNERS, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNERS IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
- a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- c. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
- d. LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL BE ALLOWED WITHIN RESERVE AREAS.
10. ANY DRAINAGE EASEMENTS AREAS AND FACILITIES LOCATED WITHIN RESERVE AREAS, AS DEPICTED ON THE ACCOMPANYING PLAT, SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS ON WHOSE LOTS THE EASEMENTS LIE AND BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN THE EVENT THE LOT OWNER(S) OR THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN DRAINAGE EASEMENTS OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE LOT OWNER(S) OR HOMEOWNERS' ASSOCIATION. IN THE EVENT THE LOT OWNER(S) OR HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OWNER(S) OR HOMEOWNERS ASSOCIATION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE JUDICIALLY FORECLOSED BY THE CITY OF BROKEN ARROW.

H. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO COUNTY LINE ROAD WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY CITY OF 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.

I. SIDEWALKS

SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN ANY RESERVE AREAS, COMMON AREAS AND ALL CURB RAMPS ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER/DEVELOPER, THE BUILDER OF A RESIDENCE ON EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.

J. MINIMUM BUILDING SETBACKS AND YARDS

1. NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.
2. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN (15) FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN TWENTY-FIVE (25) FEET.
3. THE MINIMUM REAR YARD SHALL BE TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.
4. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY (INLCUDING ANY HVAC EQUIPEMENT OR POOL EQUIPMENT), SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

SECTION II. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE GROVE I (HEREINAFTER AND HERETOFORE REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE RESERVE AREA AND PERIMETER FENCING, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF THE GROVE I.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

FILE: P:\174412- THE GROVE PHASE 1 (BA SOUTH (NORTH))\THE GROVE PHASE 1
PLOT DATE: Wed, 01-Jul-2026

OWNER/DEVELOPER
BLUE CHIP DEVELOPMENT, LLC
PO Box 51209
TULSA, OK 74125
EMAIL: alex@executivehomes.com
ATTN: ALEX TRINIDAD
PHONE: 918.951.7009

CONDITIONAL FINAL PLAT

The Grove I

A TRACT OF LAND LOCATED IN PART OF THE SOUTH HALF OF THE NORTHEAST
QUARTER (S/2 NE/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17)
NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN,
TULSA COUNTY, STATE OF OKLAHOMA

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE 30, 2028
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

SECTION III. 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/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, HOMEOWNERS' ASSOCIATION, SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE OWNER OF ANY LOT SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION 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. 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. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN THE RESTRICTIVE COVENANTS HEREIN AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY BROKEN ARROW CITY COUNCIL, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE PROVISIONS CONTAINED WITHIN SECTION II, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

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.

IN WITNESS WHEREOF: BLUE CHIP LAND DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2026.

BLUE CHIP LAND DEVELOPMENT, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
ALEX TRINIDAD, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

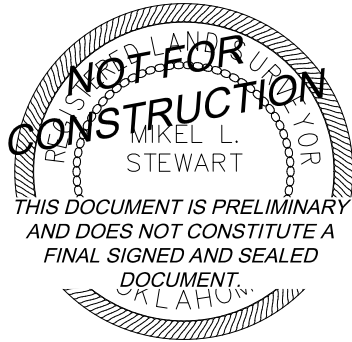
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2026, BY ALEX TRINIDAD, MANAGER OF BLUE CHIP LAND DEVELOPMENT, LLC.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: 19011877

CERTIFICATE OF SURVEY

I, MIKEL L. STEWART, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "THE GROVE I" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

MIKEL L. STEWART
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 2105



STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2026, PERSONALLY APPEARED MIKEL L. STEWART, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 25, 2027
COMMISSION NUMBER: 19011877

