

OWNER / DEVELOPER

Elysian Fields Development Company, L.L.C.
an Oklahoma Limited Liability Company
12150 East 96th Street North, Suite 102
Owasso, Oklahoma 74055
918.376.6536

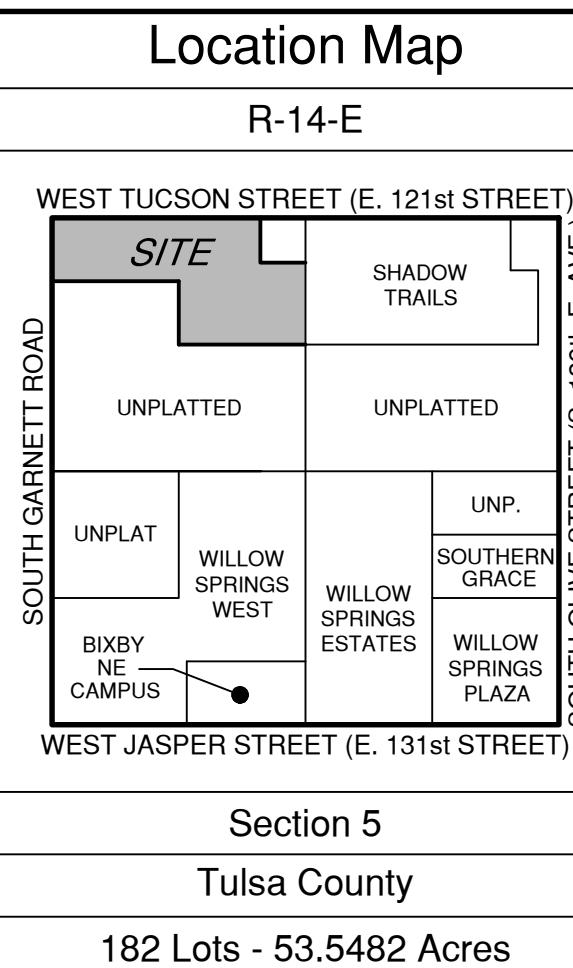
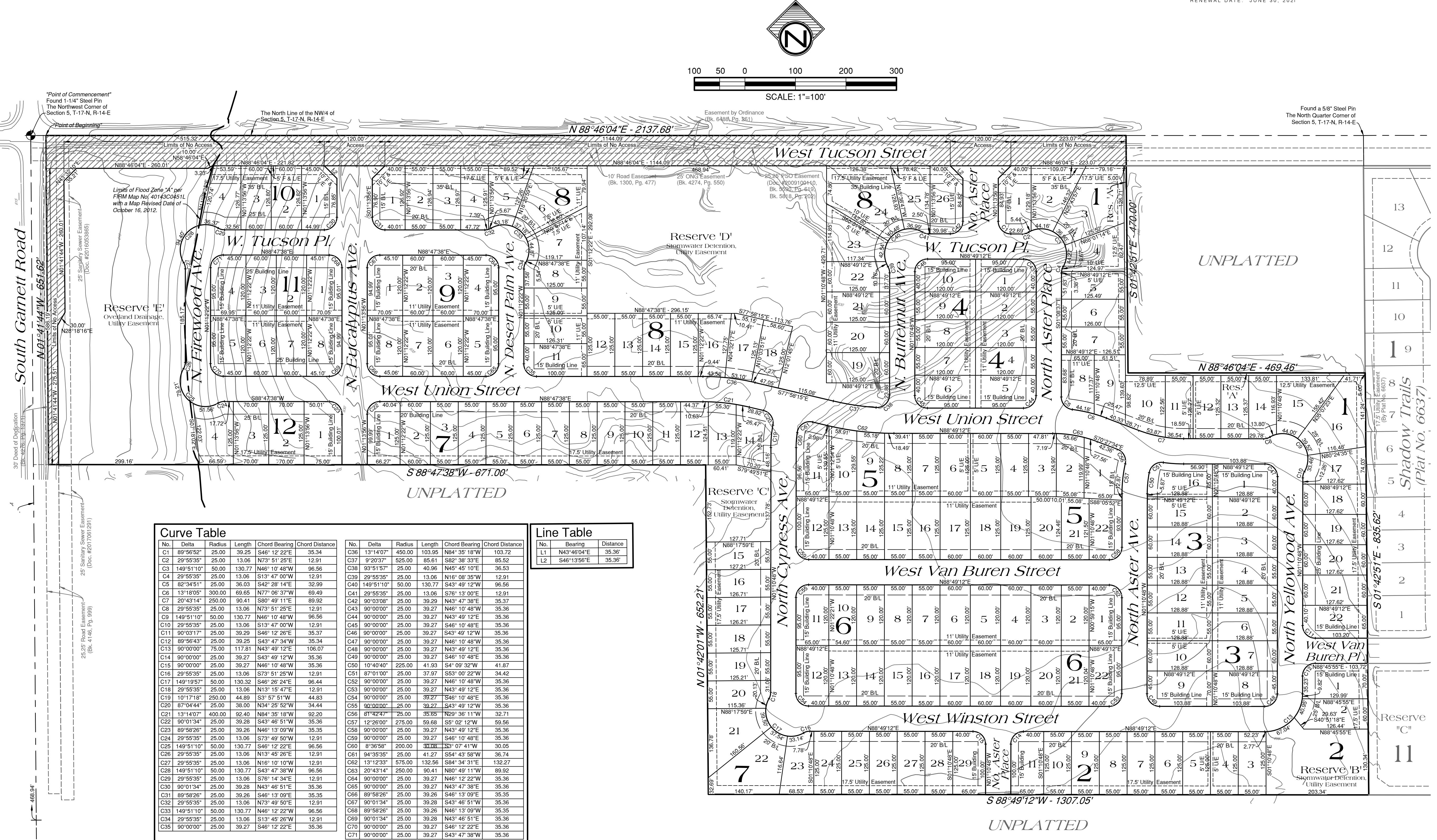
Preliminary Plat

Elysian Fields

A subdivision in the City of Broken Arrow, being a part of the N/2 of the NW/4 of Section 5, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma

SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9820 East 41st Street, Suite 102
Tulsa, Oklahoma 74146
Phone: 918.252.9621
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2021



Legend

ROW Dedicated by this Plat	Res. = Reserve
B/L = Building Line	Bk. = Book
U/E = Utility Easement	Pg. = Page
F&L/E = Fence and Landscape Easement	Doc. = Document

Monument Notes

A 5/8" x 8" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for said tract are based on an assumed bearing of S 01°42'51" E along the westerly line of "Shadow Trails", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma and recorded as Plat 6738 in the office of the Tulsa County Clerk.

Benchmark

Found a 1-1/4" Steel Pin at the Northwest Corner of Section 5, T-17-N, R-14-E

Elevation = 619.04 NAVD88

Addresses

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

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-xxxxxx. Stormwater detention for this plat will be provided adjacent to the site.

Notes

1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

Mayor _____

Attest: City Clerk

Elysian Fields

Date of Preparation: September 17, 2019

Sheet 1 of 2

ELYSIAN FIELDS
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
PUD No. 260

KNOW CERTAIN PERSONS BY THESE PRESENTS:

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

A tract of land located in the NW/4 of Section 5, T-17-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the northwest corner of Section 5, T-17-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof;

Thence N 88°46'04" E a distance of 30.00 feet along the north line of the NW/4 of said Section 5 to the "Point of Beginning";

Thence continuing N 88°46'04" E a distance of 2137.68 feet along the north line of the NW/4 of said Section 5 to the northwest corner of the tract described in the "General Warranty Deed" recorded as Document 2008013356 in the office of the Tulsa County Clerk;

Thence S 01°42'51" E a distance of 470.00 feet along the westerly line described in said "General Warranty Deed";

Thence N 88°46'04" E a distance of 469.46 feet along the southerly line described in said "General Warranty Deed" to the westerly line of "Shadow Trails", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma and recorded as Plat 6637 in the office of the Tulsa County Clerk;

Thence S 01°42'51" E a distance of 835.62 feet along the westerly line of said "Shadow Trails" to a point on the southerly line of Government Lot 3 in said Section 5;

Thence S 88°49'12" W a distance of 1307.05 feet along the southerly line of said Government Lot 3 to a point that is 11.47 east of the southwest corner of said Government Lot 3, said point also being the southeast corner of the tract described in the "Warranty Deed" recorded as Document 2011065861 in the office of the Tulsa County Clerk;

Thence N 01°42'01" W a distance of 652.21 feet along and past the easterly line described in said "Warranty Deed";

Thence S 88°47'38" W a distance of 11.52 feet to the northeast corner of the SE/4 of Government Lot 4 in said Section 5;

Thence continuing S 88°47'38" W a distance of 1288.95 feet along the north line of the south half of said Government Lot 4 to a point that is 30.00 feet east of the west line of the NW/4 of said Section 5, as measured perpendicularly;

Thence N 01°41'44" W a distance of 651.62 feet and parallel with the west line of the NW/4 of said Section 5 to the "Point of Beginning".

Said tract contains 2,332,560 square feet or 53.5482 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 01°42'51" E along the westerly line of "Shadow Trails", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma and recorded as Plat 6738 in the office of the Tulsa County Clerk;

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

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat; and does further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, fencing, curbing, irrigation and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the west and north perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets,

shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot; provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are materially altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

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

1.3.4 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 this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

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

1.4 Surface Drainage

Each lot on the Plat shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across his/her lot and the lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

1.5 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Aspen Avenue within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, Oklahoma, 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 Fence and Landscape Easements

The Owner/Developer herein establishes and reserves for subsequent conveyance to the ELYSIAN FIELDS Homeowners' Association, Inc., formed pursuant to Section II - Declaration of

Covenants, Conditions and Restrictions of Elysian Fields, a perpetual non-exclusive easement to erect and maintain fencing, walls, landscaping, and/or irrigation along the North property boundary of the subdivision within the Fence and Landscape Easement depicted on the accompanying plat.

1.7 Fence, Landscape, and Paving Repair

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

1.8 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create as per the Subdivision Regulations for the City of Broken Arrow the "ELYSIAN FIELDS Homeowner's Association, L.L.C.", an Oklahoma not-for-profit, as set forth in the Restrictive Covenants, Conditions, and Restrictions for ELYSIAN FIELDS.

1.9 Reserve Areas

Reserve areas shall be used for open space, signage, landscaping, walls, fencing, drainage, overland drainage, stormwater detention, utilities, parking and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "ELYSIAN FIELDS" as set forth within Section II hereof. All costs and expenses associated with all reserves, including maintenance of various improvements will be the responsibility of the property owner. Fencing and walls shall meet the requirements of Section 5.2.E.3.iv of the City of Broken Arrow, Oklahoma Zoning Ordinance.

1.10 Drainage

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 the construction of any fencing or other obstructions which would impair the drainage of storm and surface waters over and across their lot. The Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary.

