

Owner/Developer:
Blue Bell Creameries, L.P.
8201 East Highway 51
Broken Arrow, Oklahoma 74014
Phone: (979) 830-2137. ext 1470
Contact: Russel Halfmann
Facility Project Manager
Russel.Halfmann@bluebell.com

Engineer:
Gresham Smith
222 Second Ave. S., Suite 1400
Nashville, TN 37201
Phone: (615) 770-8100
E-mail: greshamsmith.com

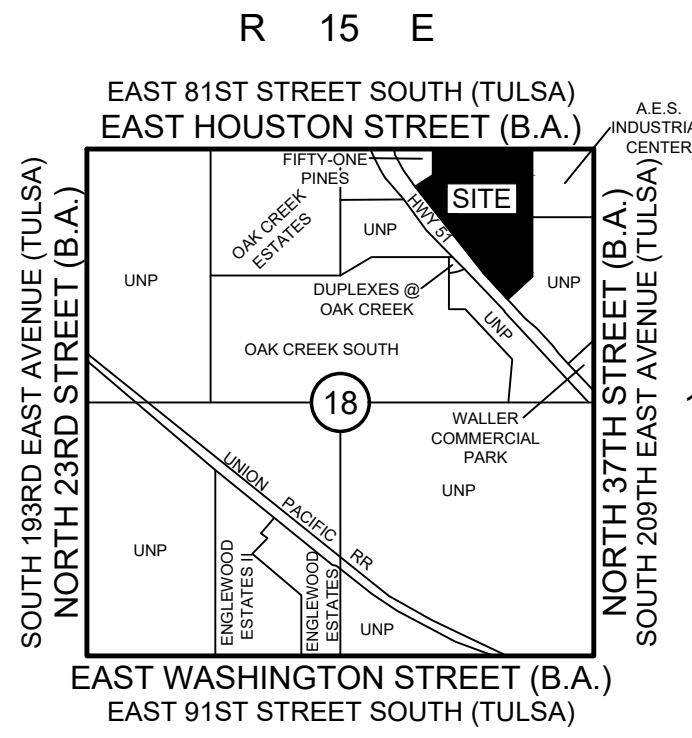
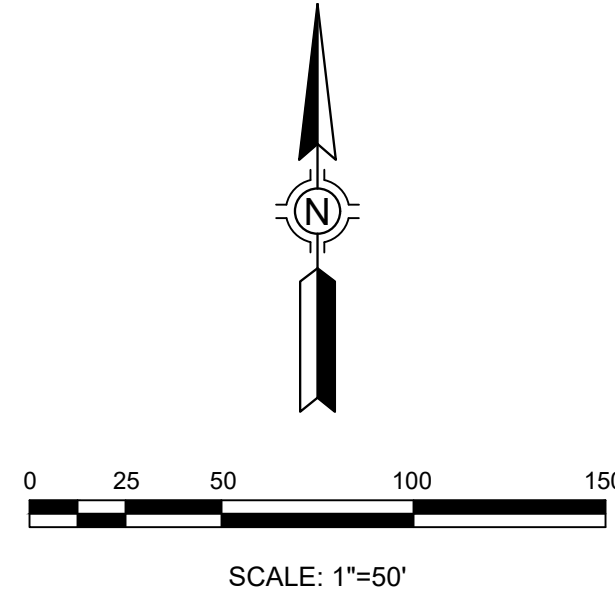
Conditional Final Plat

Blue Bell XL

A REPLAT OF BLUE BELL AND LOT TWO (2), BLOCK ONE (1), A.E.S. INDUSTRIAL CENTER
IN PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N/2, NE/4) OF SECTION
EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST,
CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. 67C

Surveyor:
Sisemore & Associates, Inc.
Certificate of Authorization No. 2421 Exp. June 30, 2025
6660 S. Sheridan, Suite 210
Tulsa, Oklahoma 74133
Phone: (918) 665-3600
E-mail: scollins@sw-assoc.com



Location Map

SCALE: 1"=2000'

Subdivision Statistics:

SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK
SUBDIVISION CONTAINS 28.56 TOTAL ACRES (1,214,956 SF)
LOT ONE (1) CONTAINS 28.56 ACRES (1,214,956 SF)

Legend:

- U/E = UTILITY EASEMENT
- BL = BUILDING SETBACK LINE
- SS/E = SANITARY SEWER EASEMENT
- SD/E = STORMWATER DETENTION EASEMENT
- MA/E = MUTUAL ACCESS EASEMENT
- R/W = RIGHT-OF-WAY
- ACC = ACCESS
- LNA = LIMITS OF NO ACCESS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- FND = FOUND
- BK = BOOK
- CL = CENTERLINE
- PG. = PAGE
- EX. EASEMENT TO BE VACATED

Monumentation:

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

O = FOUND IRON PIN

● = SET IRON PIN WITH RED PLASTIC CAP STAMPED "5A CAZ421"

Basis of Bearing:

THE BEARINGS SHOWN HEREON ARE BASED ON THE
BEARINGS AS SHOWN ON THE RECORDED PLATS OF
BLUE BELL AND A.E.S. INDUSTRIAL CENTER.

Vertical Datum:

ALL BENCHMARK ELEVATIONS SHOWN HEREON ARE
RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM
OF 1988 (NAVD'88).

Horizontal Datum:

ALL BENCHMARK COORDINATES SHOWN HEREON ARE
RELATIVE TO THE NORTH AMERICAN DATUM OF 1983
(NAVD'83) NORTH ZONE (3501) OF THE OKLAHOMA STATE
PLANE COORDINATE SYSTEM.

Benchmark #1:

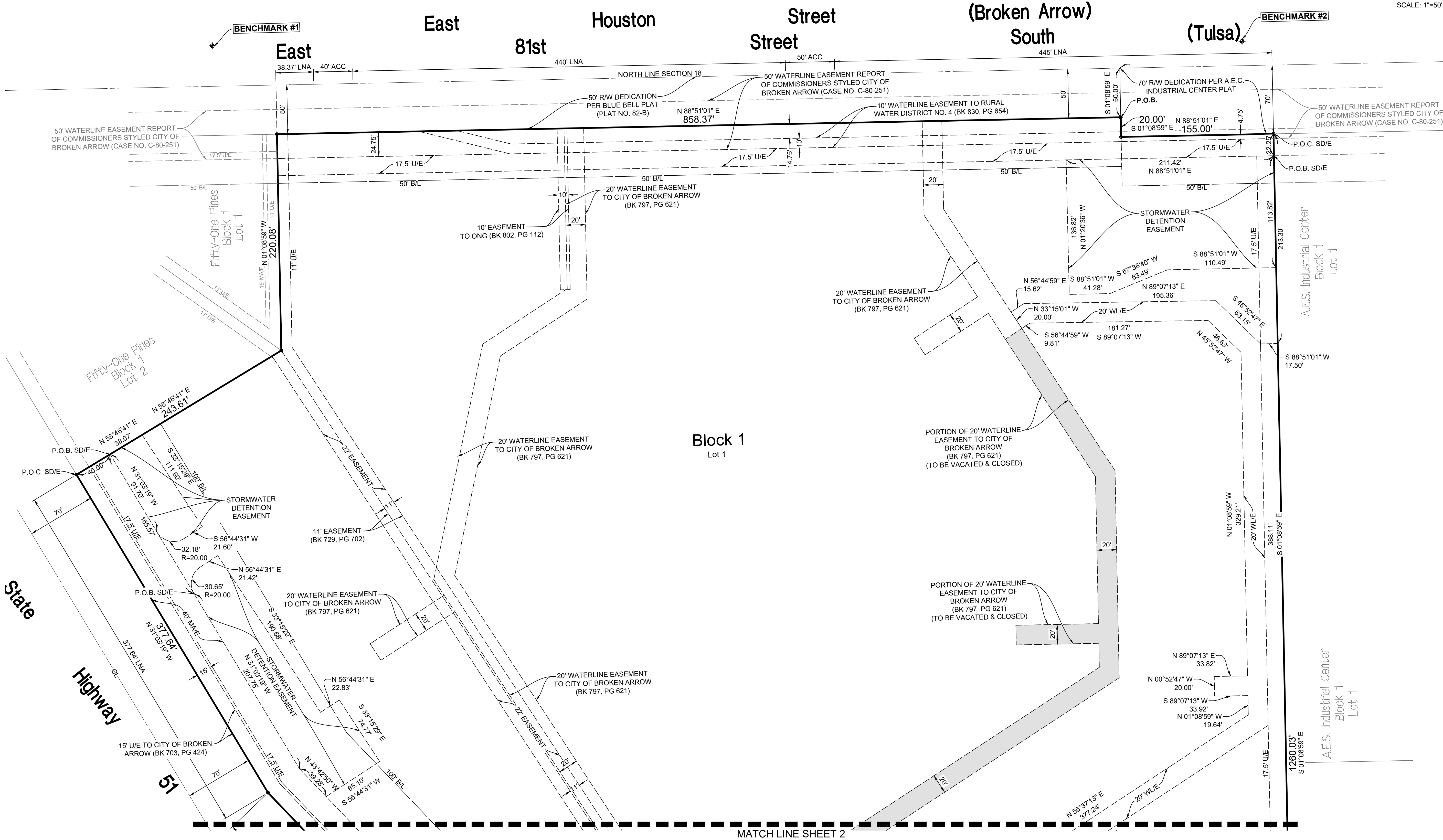
CHISELED SQUARE ON TOP CONCRETE CURB AT NW CORNER
RETURN OF WEST ENTRANCE TO STRIP SHOPPING
CENTER NORTH OF E. 81ST ST. APPROXIMATELY 111.39'
NORTHWEST OF THE NORTHWEST PROPERTY CORNER.
ELEV. =746.56
N=388,664.5
E=2,633,687.0

Benchmark #2:

CHISELED SQUARE ON TOP WEST END NORTH HEADWALL
OF CULVERT UNDER E. 81ST ST. APPROXIMATELY 99.37'
NORTHWEST OF THE NORTHEAST PROPERTY CORNER.
ELEV. =730.29
N=388,669.1
E=2,634,734.4

Benchmark #3:

R/R SPIKE IN PP NEAR NORTHEAST RIGHT-OF-WAY OF
SH=51, APPROXIMATELY 361.18' NORTHWEST OF THE
SOUTHEAST PROPERTY CORNER.
ELEV. =741.25
N=387,329.4
E=2,634,284.0



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

Mayor

Attest: City Clerk

Backflow Preventer Note:

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

THE FEMA FLOODPLAIN MAP 40145C0095J & 40145C0115J
DATED 9/30/2016 HAS SHOWN THE SUBJECT TRACT IN
ZONE X

STORMWATER DETENTION ACCOMMODATIONS FOR THIS
SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU
OF DETENTION DETERMINATION NO: DD-

Conditional Final Plat

Blue Bell XL

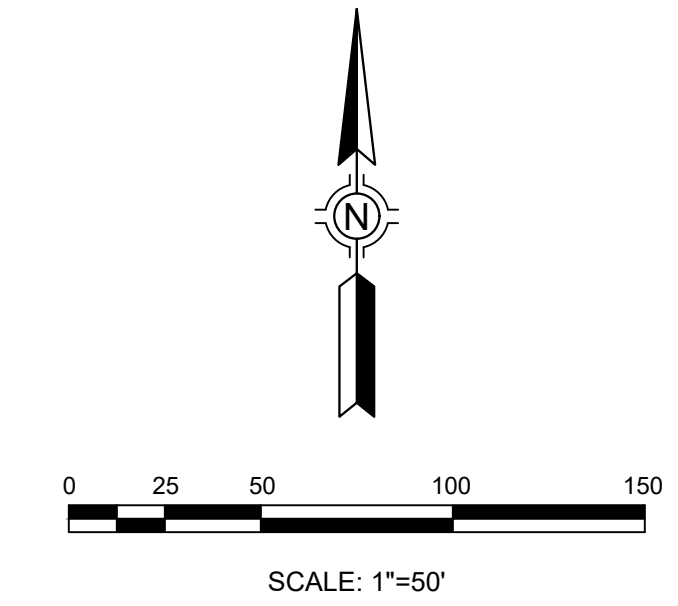
Sheet 1 of 3




Date Prepared: May 19, 2023

CASE NO. PT21-116

A REPLAT OF BLUE BELL AND LOT TWO (2), BLOCK ONE (1), A.E.S. INDUSTRIAL CENTER
IN PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N/2, NE/4) OF SECTION
EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST,
CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

MATCH LINE SHEET 1



- Legend:**
- U/E = UTILITY EASEMENT
 - B/L = BUILDING SETBACK LINE
 - SS/E = SANITARY SEWER EASEMENT
 - RSSE/E = RESTRICTED SANITARY SEWER EASEMENT
 - S/D/E = STORMWATER DETENTION EASEMENT
 - M/E = MUTUAL ACCESS EASEMENT
 - R/W = RIGHT-OF-WAY
 - ACC = ACCESS
 - LNA = LIMITS OF NO ACCESS
 - P.O.B. = POINT OF BEGINNING
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 -  = EX. EASEMENT TO BE VACATED
 -  = FOUND IRON PIN
 -  = SET IRON PIN

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION NO: DD-

K:\16261.07\16261.07FPLT.dwg FPLT02 May 19, 2023 - 7:07:53am SISEMORE & ASSOCIATES, INC., 2023

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6660 S. Sheridan, Suite 210
Tulsa, Oklahoma 74133
Phone: (918) 665-3600
E-mail: scollins@sw-assoc.com

Deed of Dedication
Blue Bell

KNOW ALL BY THESE PRESENTS:

BLUE BELL CREAMERIES,L.P., HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTH HALF OF THE NORTHWEST QUARTER (N/2 NW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

TRACT 1
LOT 1, BLOCK 1, BLUE BELL, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF,

TRACT 2
LOT 2, IN A.E.S. INDUSTRIAL CENTER, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

THE SUBDIVISION CONTAINING 1,243,956 SQUARE FEET OR 28.56 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, RE-PLATTED AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "BLUE BELL XL", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "BLUE BELL XL" OR THE "SUBDIVISION").

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 "UIE" 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 THE 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

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
- 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.
- 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.
- 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.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE 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

- 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.
- 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.
- 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.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S 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 OWNER'S AGENTS OR CONTRACTORS.
- 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 THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. GAS SERVICE

- 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.
- THE OWNER OF THE 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.
- 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 DOES HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO STATE HIGHWAY 51 AND EAST HOUSTON 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 ON THE ACCOMPANYING PLAT SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. SURFACE DRAINAGE

THE 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 BE ISSUED 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.

J. STORMWATER DETENTION EASEMENT

- STORMWATER DETENTION FACILITIES SHALL BE CONSTRUCTED BY THE OWNER / DEVELOPER WITHIN THE STORMWATER DETENTION EASEMENT AREA, DESIGNATED ON THE ACCOMPANYING PLAT, ACCORDING TO THE SPECIFICATIONS AND STANDARDS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- THE STORMWATER DETENTION EASEMENT AREA WITHIN THE SUBDIVISION, SHALL BE MAINTAINED BY THE OWNERS. THE MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF EROSION, APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATIONS, AND THE PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORMWATER DETENTION EASEMENT AREAS. MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE AT THE COST OF THE OWNER. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - THE STORMWATER DETENTION EASEMENT AREA, SHALL BE KEPT FREE OF LITTER; AND,
 - THE STORMWATER DETENTION EASEMENT AREA, SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING (FOUR) 4 WEEKS.
- IN THE EVENT THE PROPERTY OWNERS' FAILS TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORMWATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER.
- IN THE EVENT THE OWNER, OBLIGATED TO MAINTAIN THE STORMWATER DETENTION EASEMENT, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE OF THE STORMWATER DETENTION EASEMENT AS ABOVE SET FORTH, 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 OWNERS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

A. SCREENING/FENCING REQUIREMENT

AN EIGHT (8) FOOT HIGH WOODEN SCREENING FENCE SHALL BE REQUIRED ALONG THE SOUTHERLY AND EASTERLY SIDES OF THE PROPERTY WHERE ABUTTING RESIDENTIAL USE. CONSTRUCTION OF SUCH SCREENING FENCING SHALL BE IN ACCORDANCE WITH CITY ZONING CODE REQUIREMENTS. THE FENCE WILL BE BUILT AT THE TIME OF THE DEVELOPMENT

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, 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.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS DEED OF DEDICATION.

BLUE BELL CREAMERIES, L.P.

BY: _____
RUSSELL HALFMANN

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2023, BY RUSSELL HALFMANN.

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, SHAWN A. COLLINS, OF SISEMORE & ASSOCIATES, INC., A BOARD 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 DESCRIBED HEREON, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "BLUE BELL XL", 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. THIS SUBDIVISION MAY BE SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF UNDERLYING PLATS OR DOCUMENTS FILED ELSEWHERE THAN THE WAGONER COUNTY CLERK'S OFFICE. THE UNDERSIGNED MAKES NO WARRANTIES NEITHER EXPRESSED NOR IMPLIED THAT ALL POSSIBLE ISSUES HAVE BEEN ADDRESSED.



SHAWN A. COLLINS
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1788

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS ____ DAY OF _____, 2023, PERSONALLY APPEARED SHAWN A. COLLINS, 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

THE FEMA FLOODPLAIN MAP 40145C0095J & 40145C0115J
DATED 9/30/2016 HAS SHOWN THE SUBJECT TRACT IN
ZONE X

STORMWATER DETENTION ACCOMMODATIONS FOR THIS
SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU
OF DETENTION DETERMINATION NO: DD-

Conditional Final Plat

Blue Bell XL

Sheet 3 of 3
Date Prepared: May 19, 2023

CASE NO. PT21-116