



PC Concrete Street Repairs
2016-2017 Contract
Bid No. 16.126

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Contract Work Order # WO-017

Revision: _____

Contractor Assigned to Work Order: Tri-Star Construction, LLC

Contractor Contact: Harlem Yoakum

Department Requesting Work Order: Streets and Storm Water

Requesting Party: John Myers

Funding Account Number: 010-5305-438-70-15

Funding Note: SW1701

Work Priority Status: Urgent Normal Low Other: _____

Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the requesting department, and the Engineering and Construction Department.

Total Number of Days Agreed Upon for Construction: 30 Days or Completion Date: _____

Task and Location:

Between 2501 W. Gary Street and 2505 W. Gary Street remove and replace approx 111' of Improved Concrete Channel from the current 1) headwall back to the East. Construction drawings are included, use contract standards where not noted on plans.

Plan Sheets or Additional Documents Attached: Yes No Other: Improved Concrete Channel Details -WO-17

Work Order Quantities

Item#	(Spec)	Item	Units	Price	Quantity	Total Amount
9	SP-15	Sawing Pavement (10" or Less)	LF	\$ 10.00	37	\$ 370.00
24	SP-22	Miscellaneous Concrete	CY	\$ 400.00	50.5	\$ 20,200.00
28	SP-26	Miscellaneous Reinforcing Steel	LB	\$ 1.50	900	\$ 1,350.00
29	SP-27	Solid Slab Sod	SY	\$ 3.25	125	\$ 406.25
34	SP-32	Subgrade Method B	SY	\$ 4.00	100	\$ 400.00
35	SP-33	Separator Fabric	SY	\$ 10.00	230	\$ 2,300.00
36	SP-34	Aggregate Base Type A	CY	\$ 80.00	39	\$ 3,120.00

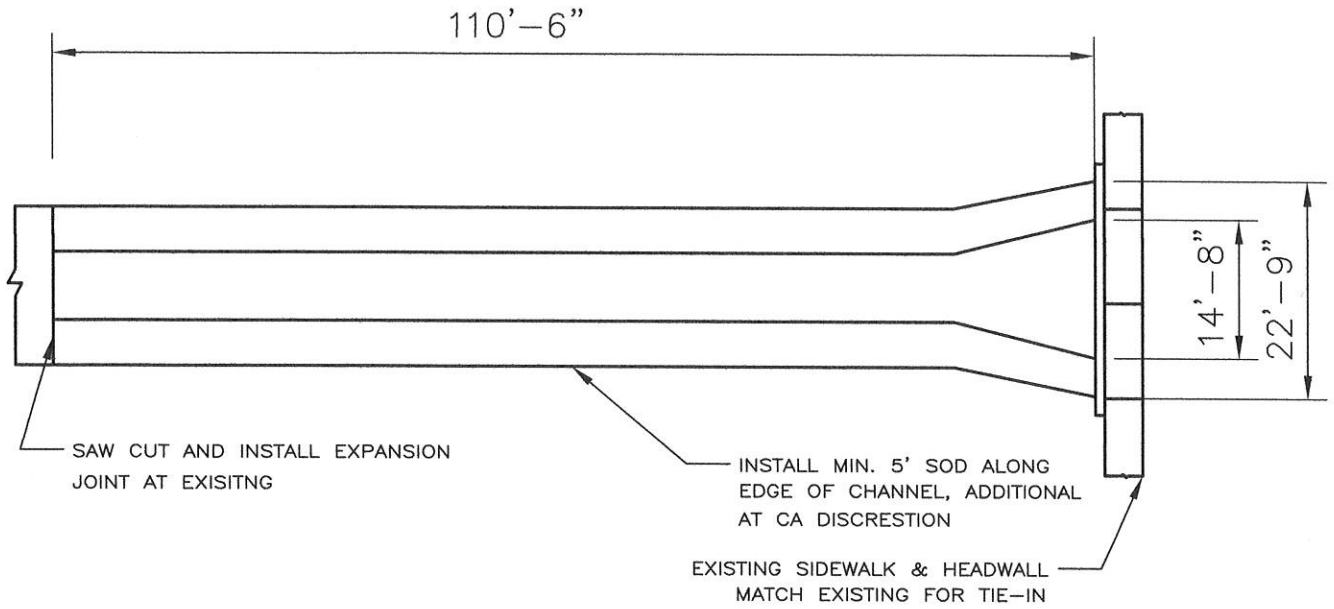
Total Cost: \$ 28,146.25

This Work Order in the sum of: \$ 28,146.25 has been reviewed by all parties and is recommended for approval by:

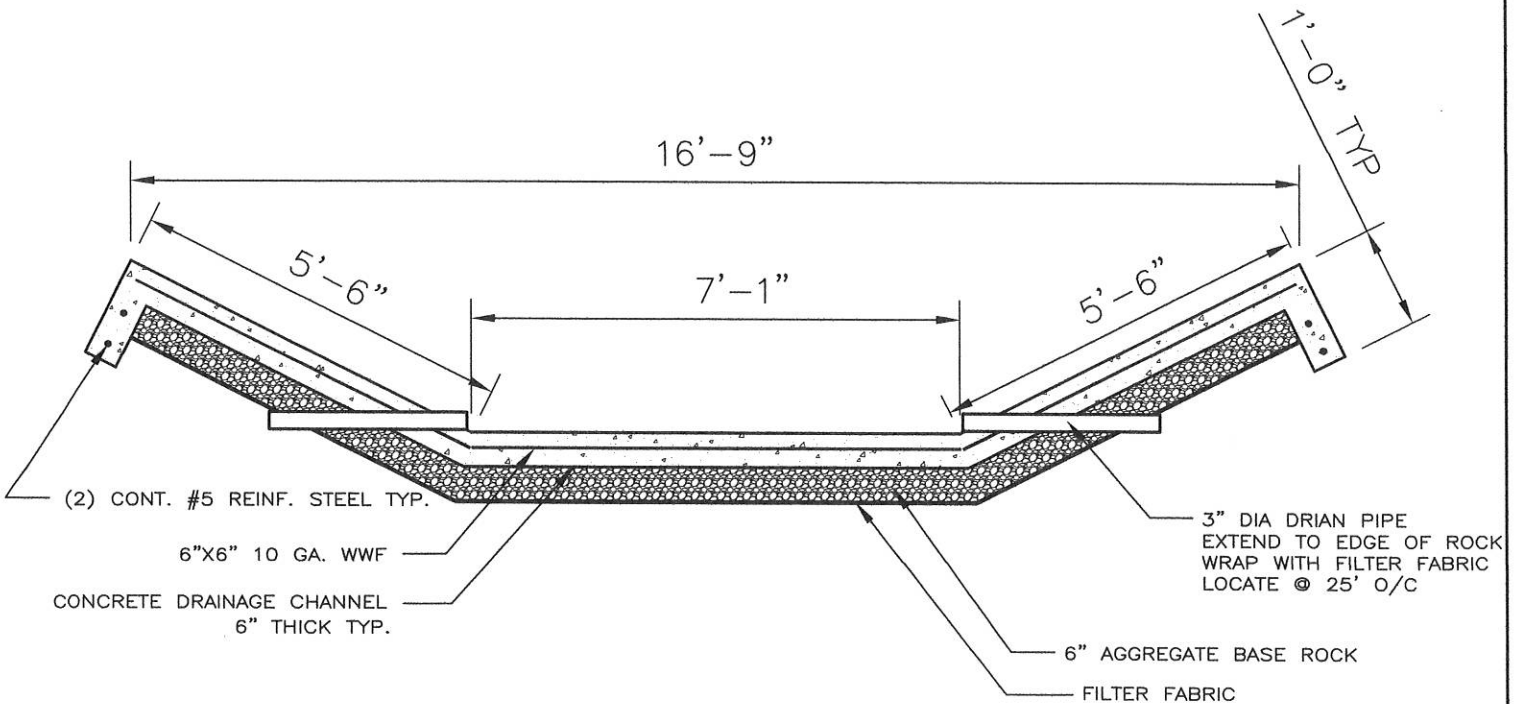
Director of Division Submitting Work Order:	<u>Steve Arant</u> Name	<u>Steve Arant</u> Signature	<u>11/9/16</u> Date
Contractor Performing Work Order:	<u>Andrew Love</u> Name	<u>[Signature]</u> Signature	<u>11-9-16</u> Date
Construction Division Manager:	<u>Timothy S Robins, PE</u> Name	<u>[Signature]</u> Signature	<u>11/14/16</u> Date
Director of Engineering & Construction:	<u>Alex Mills, PE</u> Name	<u>[Signature]</u> Signature	<u>11/16/16</u> Date
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u> Name	<u>Kenneth D. Schwab</u> Signature	<u>11-17-1</u> Date

Approved at Council Period on: _____

City Manager Approval: Michael L. Spurgeon
Name Signature Date



- NOTE:
- ALL CONCRETE TO BE 3500 PSI. BA MIX
 - REINFORCING TO BE 3" CLEAR OF EXPOSED EDGES
 - SEALED SAW JOINTS @ 15' C/C
 - SEALED $\frac{3}{4}$ " EXPANSION JOINTS @ 90' C/C
 - CONTRACTOR TO VERIFY ALL FIELD DIMENSIONS





work order # 17

Concrete

$$(5'-6" + 7'-1" + 5'-6") \times 95'-6" + (5'-6" + 5'-6") \times 15'-6" + 164 \text{ sq ft} \Rightarrow 2063.05 \text{ sq ft}$$

$$\Rightarrow 229.3 \text{ sy}$$

$$\odot 6" \text{ concrete} = 38.2 \text{ cy}$$

$$+ 1' \text{ return} = 4.2 \text{ cy} / 223 \text{ sy} \text{ total} \Rightarrow \underline{42.4 \text{ cy}}$$

Steel - 6x6 10 ga WWF

$$= 21 \text{ \#} / 100 \text{ sq ft} = 2063.05 / 100 \times 21 \text{ \#} \Rightarrow 433.3 \text{ \#}$$

Longitudinal Bars

$$= 111.5 \times 2 \times 2 = 446' \text{ of } \#5's$$

$$= 446' \times 1.043 \text{ \#} / \text{ft} \Rightarrow 466.5 \text{ \#}$$

$$\text{total} = 899.85 \text{ \#} \Rightarrow \underline{900 \text{ \#}}$$

Aggregate Base

$$= 2063.05 \text{ sq ft} \times 6" = \underline{38.2 \text{ cy}}$$

Separator Fabric

$$= 2063.05 \text{ sq ft} \Rightarrow \underline{229 \text{ sy}} \text{ + overlap use } \underline{590 \text{ sy}}$$



Solid slab sod

$$= 111.5' \times 2 \text{ sides} \times 5' \text{ wide}$$

$$\Rightarrow 1115 \text{ sq ft}$$

$$\Rightarrow \underline{123.9 \text{ sy}}$$

Sawing pavement

$$= 5'-6'' + 7'-1'' + 5'-6'' \times 2 \text{ sides}$$

$$= \underline{36.2'}$$

3" pipe "weepholes"

$$\Rightarrow \text{Misc Forming} = \text{Misc Concrete}$$

$$\textcircled{25}' \text{ o/c E/S} = 8 \text{ total}$$

$$\Rightarrow \underline{1 \text{ cy}} \text{ misc Conc}$$

Misc Excavation

1' returns

$$\Rightarrow \text{use Subgrade Method B}$$

$$= 111.5' \times 1' \times 2 \text{ sides}$$

$$= 223.0 \text{ sq ft} \times 2 \text{ sides}$$

$$\Rightarrow \underline{50 \text{ sy}} + \text{misc } 50 \text{ sy}$$

$$\Rightarrow \underline{100 \text{ sy}}$$



Pump Truck

\$400 per hour
\$2 per Year
\$50 set up

estimate

2 placements @ 3 hrs

= 6 hours total = \$2400

44 cy = \$88

2 set ups = \$100

\$2588

USE Misc Conc.

$$= \frac{\$2588}{400/cy} = \underline{\underline{6.47 cy}}$$

W017



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2016-2017 Contract
Bid No. 16.126

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Request for PC Contract Work Order

Contractor Requested for Work: Tri-star Request Date: _____

Department Requesting Work: Storm Water Requesting Party: _____

Funding Account Number: 020-5305-438.70-15 Funding Note: SW1701

Work Priority Status: Urgent 0-7 days Normal 7-30 days Low 30+ days Other: _____

Scope of Work Being Requested

Below please describe with as much detail as possible the location(s) of the work, the activity requested, quantities if known, and a brief description of reasoning for the work. Also list any pertinent information required to perform such activities. A plan sheet is attached for additional sketches or details. For additional tasks, utilize as many of these sheets as needed. Deliver signed copy to Construction Division attn: Sandy Brannon for execution.

Task #1

Task Location: 2501 W. Gary St.

Task Description: Replace existing Improved Concrete channel.

Task Comments: Use Concrete Spec. Sp-9 For All

Task #2

Task Location: concrete Repairs with best practice method Now being used.

Task Description: Approximately 111 Ft. to be Replaced.

Task Comments: _____

Task #3

Task Location: _____

Task Description: _____

Task Comments: Note : Resident at 2505 W. Gary St.

Task #4

Task Location: is to provide French drain pipe to

Task Description: be extended into and thru New

Task Comments: Slope wall @ Flow line

By signing below, your department is giving the authorization to the Engineering and Construction Department to establish a work order following the above described scope of work, utilize the funding source noted above, and administer the scope of work.

Submitted by: _____

Requesting Departments Representative: John Myers Signature 10/11/16 Date

Received by: _____

Construction Division Manager: Timothy S Robins, PE. Signature [Signature] Date 10/15/16

Contract Administrator Assigned: Joe Vardasco Name

**PC Concrete Repairs
2016-2017
Bid No. 16.126**

Work Order Quantities (For Contract Administrator Use Only)

Item Used (X)	Item#	(Spec)	Item	Units	Agreed Upon Quantities
<input type="checkbox"/>	1	SP-9	Remove and Replace PC Concrete Street Section (10 SY+)	SY	
<input type="checkbox"/>	2	SP-10	Remove and Replace PC Concrete Barrier Curb and Gutter	LF	
<input type="checkbox"/>	3	SP-10	Remove and Replace PC Concrete Mountable Curb and Gutter	LF	
<input type="checkbox"/>	4	SP-11	Remove and Replace PC Concrete Sidewalk	SY	
<input type="checkbox"/>	5	SP-12	Remove and Replace Driveway (High-Early Strength)	SY	
<input type="checkbox"/>	6	SP-13	Remove and Replace Handicap Ramp (Type "A") with ADA Tactile Warning System	EA	
<input type="checkbox"/>	7	SP-14	Remove and Replace Handicap Ramp (Type "B") with ADA Tactile Warning System	EA	
<input type="checkbox"/>	8	SP-14	Remove and Replace Precast Concrete Inlet Hoods	EA	
<input type="checkbox"/>	9	SP-15	Sawing Pavement (10" or Less)	LF	37
<input type="checkbox"/>	10	SP-16	Formed Barrier Curb and Gutter (50 ft or Less in Length)	LF	
<input type="checkbox"/>	11	SP-16	Formed Mountable Curb and Gutter (50 ft or Less in Length)	LF	
<input type="checkbox"/>	12	SP-16	Formed Barrier Curb and Gutter (More than 50 ft in Length)	LF	
<input type="checkbox"/>	13	SP-16	Formed Mountable Curb and Gutter (More than 50 ft in Length)	LF	
<input type="checkbox"/>	14	SP-16	Slip-formed Barrier Curb and Gutter (1,000 LF or more)	LF	
<input type="checkbox"/>	15	SP-16	Slip-formed Mountable Curb and Gutter (1,000 LF or more)	LF	
<input type="checkbox"/>	16	SP-17	Furnish and Install Segmental Retaining Wall 4ft high or less (less than 200 SF)	SF	
<input type="checkbox"/>	17	SP-17	Furnish and Install Segmental Retaining Wall 4ft high or less (more than 200 SF)	SF	
<input type="checkbox"/>	18	SP-18	Formed Concrete Sidewalk (less than 200ft in Length) In Place	SY	
<input type="checkbox"/>	19	SP-18	Formed Concrete Sidewalk (more than 200ft in Length) In Place	SY	
<input type="checkbox"/>	20	SP-19	Install Handicap Ramp (Type "A") with ADA Tactile Warning	EA	
<input type="checkbox"/>	21	SP-19	Install Handicap Ramp (Type "B") with ADA Tactile Warning	EA	
<input type="checkbox"/>	22	SP-20	Flowable Fill Installed	CY	
<input type="checkbox"/>	23	SP-21	Patterned Concrete Sidewalks (Colored)	SY	
<input type="checkbox"/>	24	SP-22	Miscellaneous Concrete	CY	50.5 43, 1, 0.5
<input type="checkbox"/>	25	SP-23	Adjust Valve Box to Grade (including Concrete Collars Less than 4")	EA	
<input type="checkbox"/>	26	SP-24	Adjust Manholes to Grade (including Concrete Collars Less than 4")	EA	
<input type="checkbox"/>	27	SP-25	Adjust Inlets to Grade	EA	
<input type="checkbox"/>	28	SP-26	Miscellaneous Reinforcing Steel	LB	900
<input type="checkbox"/>	29	SP-27	Solid Slab Sod	SY	125
<input type="checkbox"/>	30	SP-28	15" Corrugated Polyethylene Drainage Conduit, In Place	LF	
<input type="checkbox"/>	31	SP-29	18" Corrugated Polyethylene Drainage Conduit, in Place	LF	
<input type="checkbox"/>	32	SP-30	15" Steel Drainage Conduit End Section, In Place	EA	
<input type="checkbox"/>	33	SP-31	18" Steel Drainage Conduit End Section, in Place	EA	
<input type="checkbox"/>	34	SP-32	Subgrade Method B	SY	50 100
<input type="checkbox"/>	35	SP-33	Separator Fabric	SY	230
<input type="checkbox"/>	36	SP-34	Aggregate Base Type A	CY	39

Acknowledgment of Quantities:

Contract Administrator		Contractor		
Name	Signature	Name	Signature	Date

Painted Orange
↙ Start of Work ↘

← 16' 9" →

← 7' →

119' 0" ↑

2501
W. Gary St.

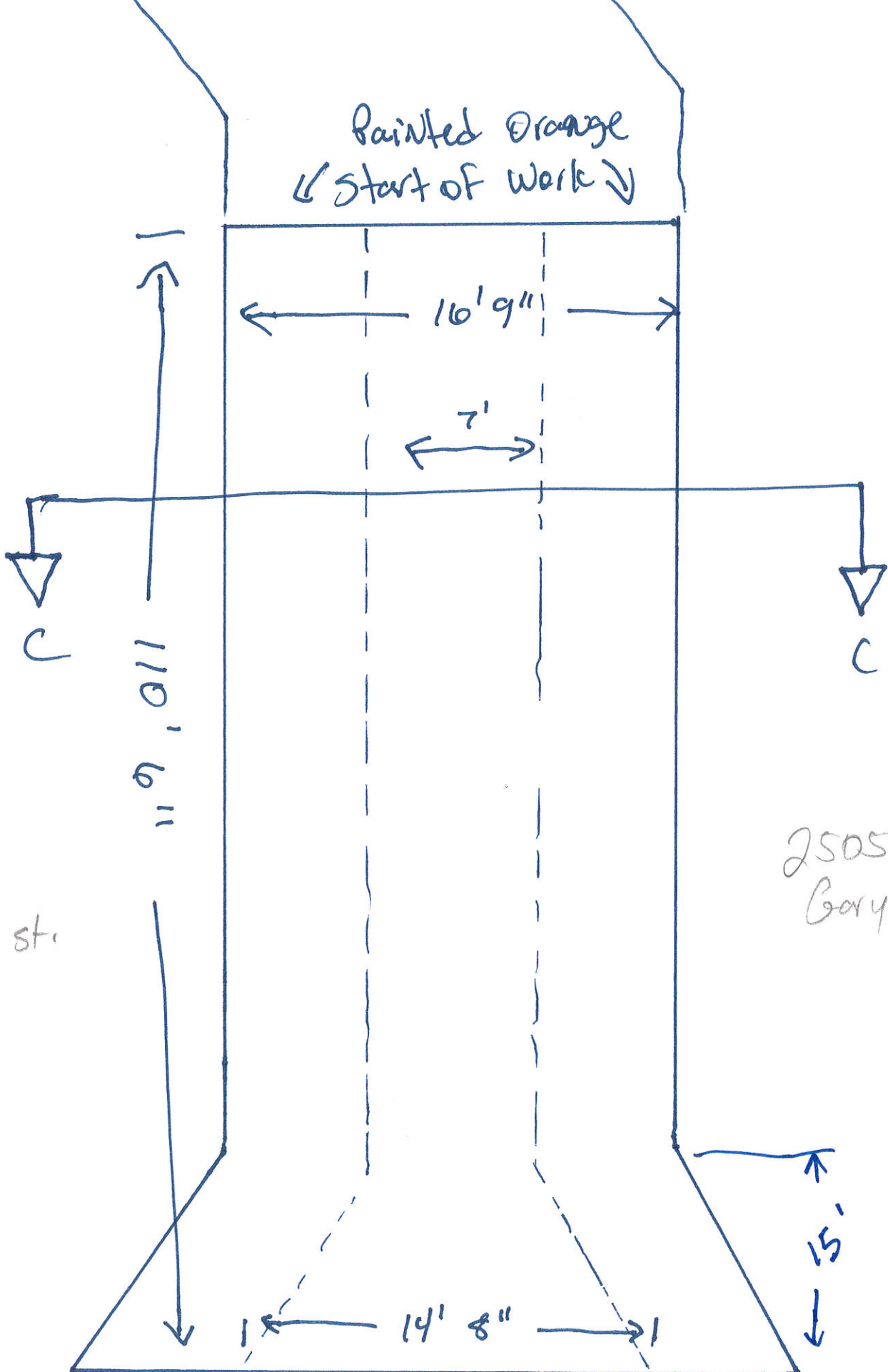
2505 W.
Gary St.

← 14' 8" →

15' ↓

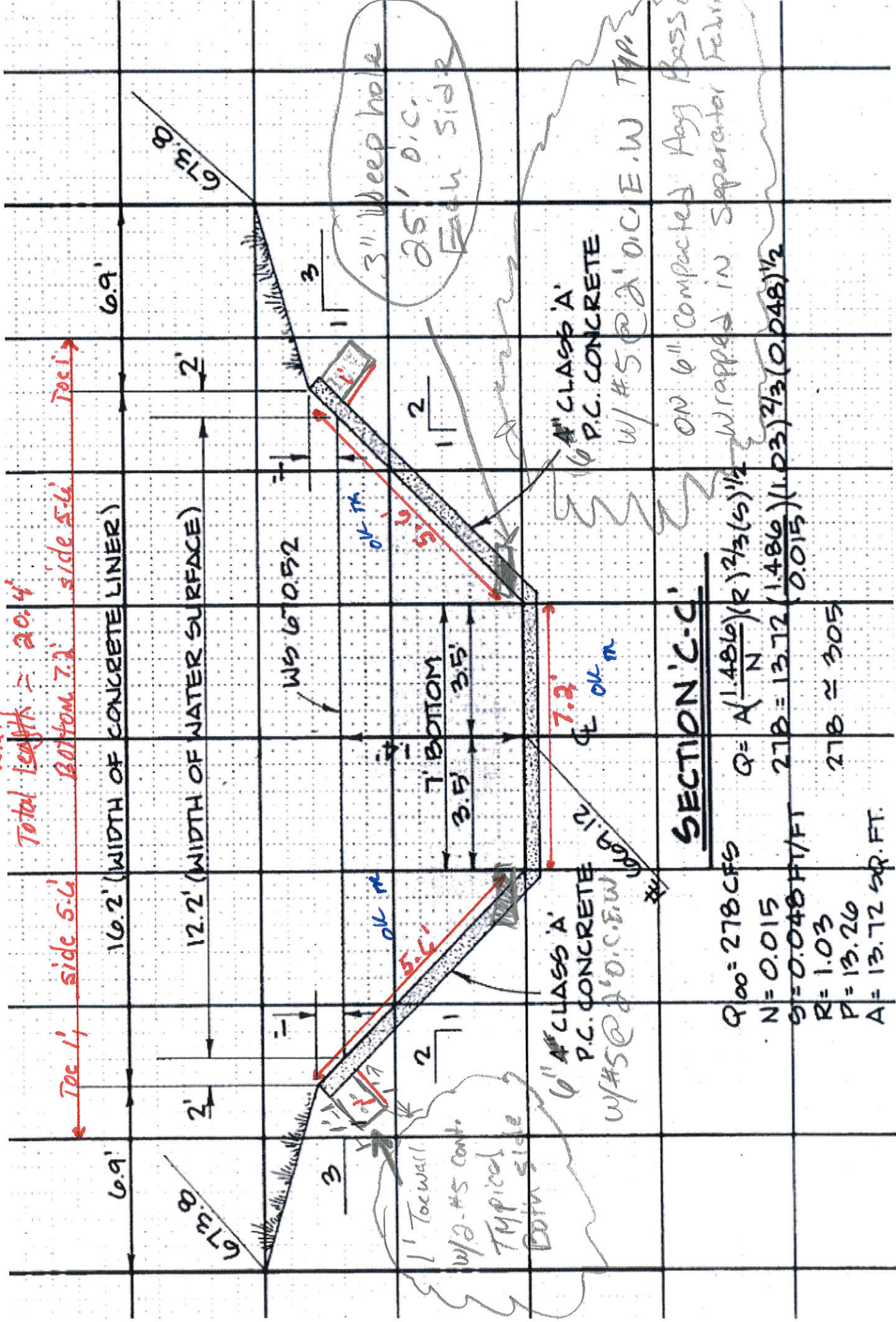
← 22' 9" →

Gary St. Bridge



width
Total length = 20.4'

Top 1' side 5.6' Bottom 7.2' side 5.6' Top 1'



SECTION 'C-C'

$Q_{\infty} = 278 \text{ CFS}$
 $N = 0.015$
 $S = 0.048 \text{ FT/FT}$
 $R = 1.03$
 $P = 13.26$
 $A = 13.72 \text{ SQ. FT.}$

$Q = A \frac{1.486}{N} (R)^{2/3} (S)^{1/2}$
 $278 = 13.72 \left(\frac{1.486}{0.015} \right)^{2/3} (0.048)^{1/2}$
 $278 \approx 305$

6" CLASS 'A'
 P.C. CONCRETE
 W/ #5 @ 2' O.C. E.W. TYP.
 ON 6" COMPACTED AGG BASE
 WRAPPED IN SEPARATOR FABRIC

1' Toe wall
 W/ #5 CONT.
 TYPICAL
 BOTH SIDES

3" Deep hole
 25' O.C.
 EACH SIDE

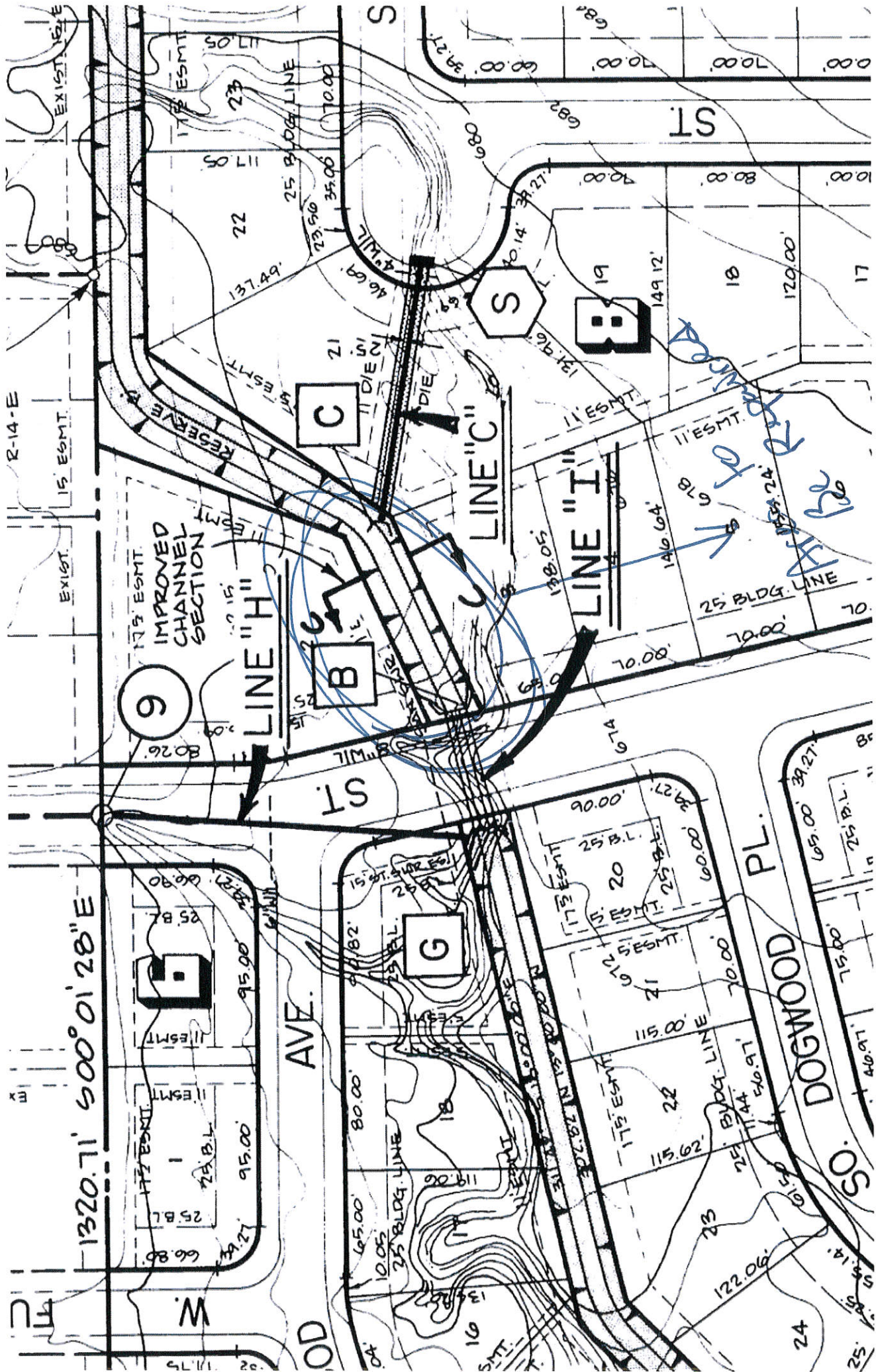
WS 6" 0.52

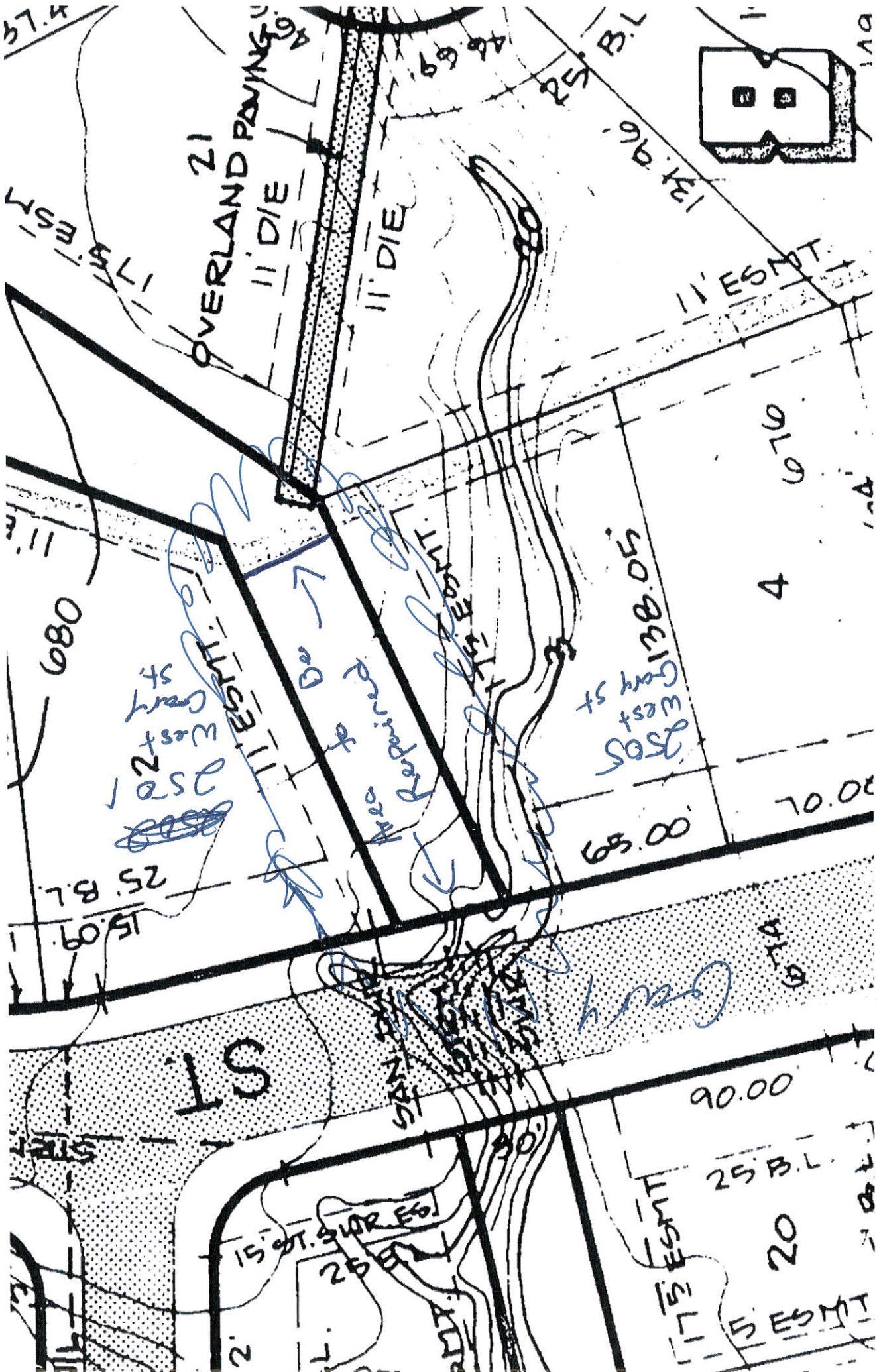
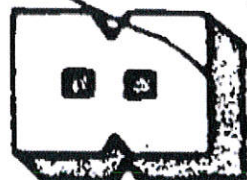
T. BOTTOM

6" CLASS 'A'
 P.C. CONCRETE
 W/ #5 @ 2' O.C. E.W. TYP.

$(1.23)^{2/3} (0.048)^{1/2}$

$278 \approx 305$





57.4

46.69

25 B.L.

131.96

11' ESMT

67.60

4

680

West St
25.01

11' ESMT

Ditch

Areas of Paving

Grass

138.05
West St

68.00

70.00

15.09 25 B.L.

15' ST

15' ST SUR. E60

25 B.L.

90.00

25 B.L.

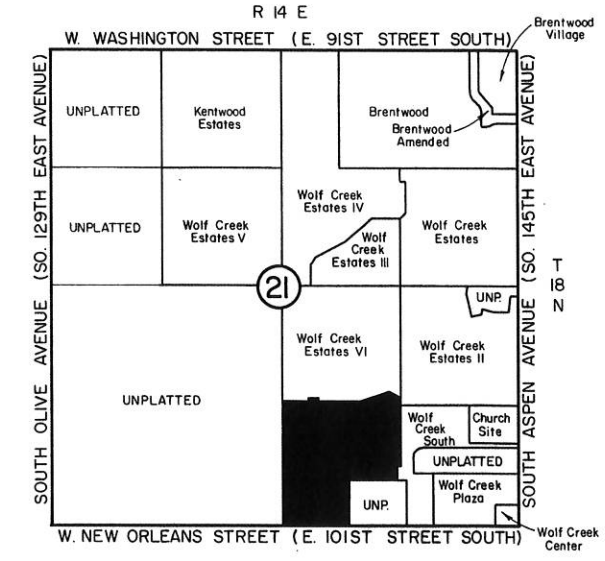
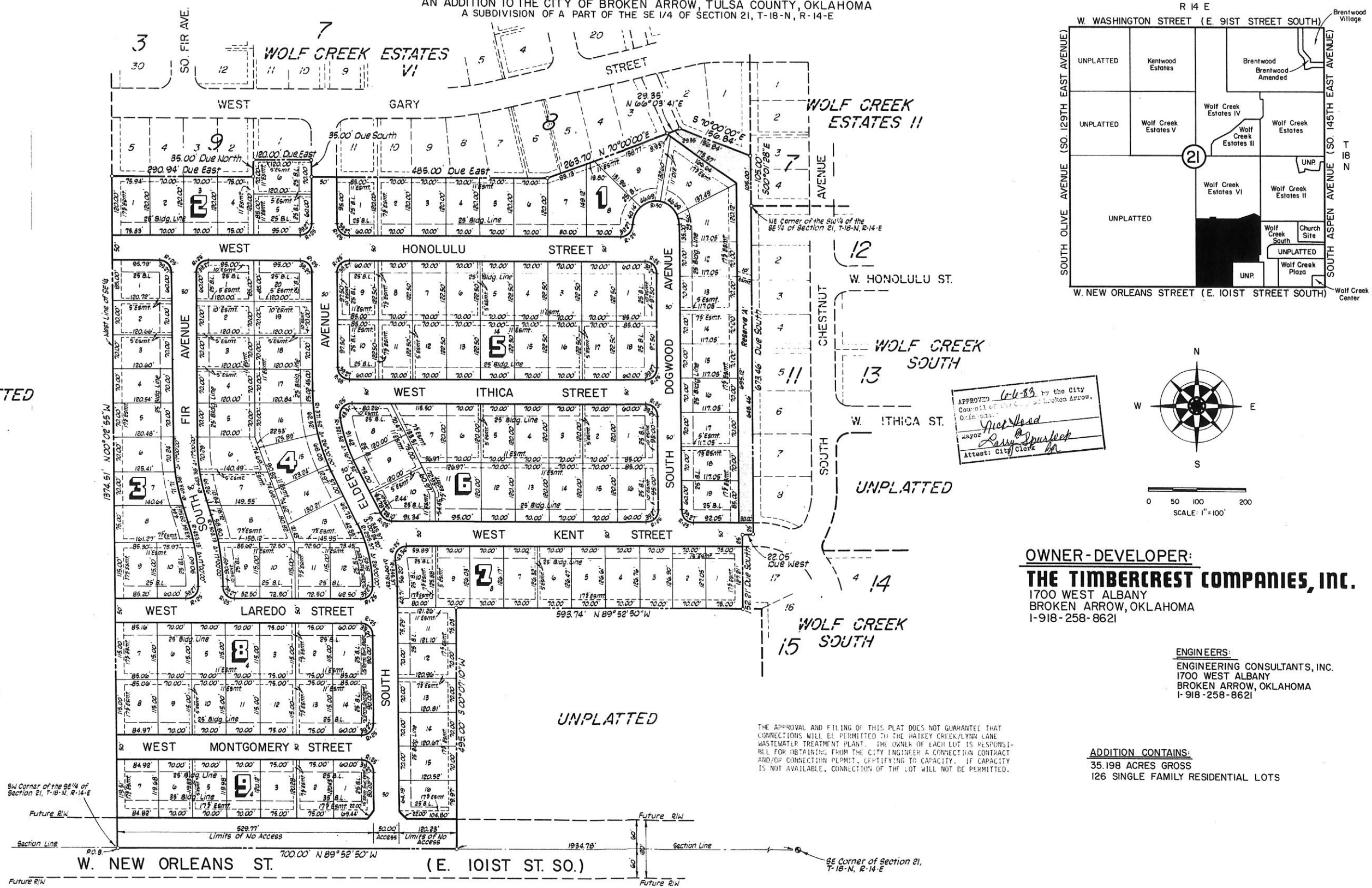
20

15' ESMT

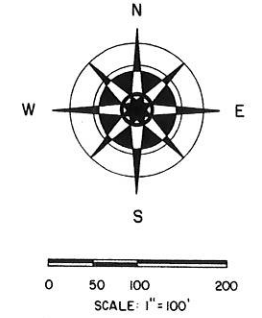
192972
4389

Wolf Creek South (EXTENDED)

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
A SUBDIVISION OF A PART OF THE SE 1/4 OF SECTION 21, T-18-N, R-14-E



APPROVED 10-6-83 by the City
Council of Broken Arrow,
Oklahoma
Mayor Richard Wood
Attest: City Clerk Ruby Spurgeon



OWNER-DEVELOPER:
THE TIMBERCREST COMPANIES, INC.
1700 WEST ALBANY
BROKEN ARROW, OKLAHOMA
1-918-258-8621

ENGINEERS:
ENGINEERING CONSULTANTS, INC.
1700 WEST ALBANY
BROKEN ARROW, OKLAHOMA
1-918-258-8621

ADDITION CONTAINS:
35.198 ACRES GROSS
126 SINGLE FAMILY RESIDENTIAL LOTS

THE APPROVAL AND FILING OF THIS PLAT DOES NOT GUARANTEE THAT CONNECTIONS WILL BE PERMITTED TO THE HAIRY CREEK/LYNN LANE WASTEWATER TREATMENT PLANT. THE OWNER OF EACH LOT IS RESPONSIBLE FOR OBTAINING FROM THE CITY ENGINEER A CONNECTION CONTRACT AND/OR CONNECTION PERMIT, CERTIFYING TO CAPACITY. IF CAPACITY IS NOT AVAILABLE, CONNECTION OF THE LOT WILL NOT BE PERMITTED.

STATES OF OKLAHOMA)
COUNTY OF TULSA)
I, Anita Nesbitt, County Clerk, do hereby certify that the foregoing is a true and correct copy of a file instrument now on file in my office.
Dated this 17 day of Sept, 1983.
ANITA NESBITT, County Clerk

STATES OF OKLAHOMA
COUNTY OF TULSA
FILED FOR RECORD
1983 SEP -7 PM 2:35
ANITA NESBITT
COUNTY CLERK

Minifilm 10-83

WOLF CREEK SOUTH (EXTENDED)

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS:

CERTIFICATE AND DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: The Timbercrest Companies, Inc., an Oklahoma Corporation ("Timbercrest"), being the Owner of the following described land in Tulsa County, State of Oklahoma to-wit:

A tract of land located within and being a part of the SE 1/4 of Section 21, T-18-N, R-14-E, of the Indian Base and Meridian, according to the original U.S. Government Survey there-of, Tulsa County, Oklahoma, said tract being more particularly described as follows, to-wit:

BEGINNING AT A POINT, said point being the Southwest (SW) corner of said Southeast Quarter (SE 1/4), thence N 00°-02'-55" W a distance of 1,374.51 feet to a point, thence due East a distance of 290.94 feet to a point, thence due North a distance of 35.00 feet to a point, thence due East a distance of 120.00 feet to a point, thence due South a distance of 35.00 feet to a point, thence due East a distance of 485.00 feet to a point, thence N 70°-00'-00" E a distance of 263.70 feet to a point, thence N 66°-03'-41" E a distance of 29.35 feet to a point, thence S 70°-00'-00" E a distance of 156.84 feet to a point, thence S 00°-01'-28" E a distance of 105.00 feet to a point, thence due South a distance of 673.46 feet to a point, thence due West a distance of 22.05 feet to a point, thence due South a distance of 152.21 feet to a point, thence N 89°-52'-50" W a distance of 593.74 feet to a point, thence S 00°-07'-10" W a distance of 495.00 feet to a point, thence N 89°-52'-50" W a distance of 700.00 feet to the POINT OF BEGINNING, said described tract containing 1,533,210.13 square feet or 35.198 acres, more or less.

Has caused the above described real property to be surveyed and platted into a residential subdivision, henceforth known as "WOLF CREEK SOUTH (EXTENDED)", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof. Moreover, in furtherance of the orderly development and beneficial public use of "WOLF CREEK SOUTH (EXTENDED)", Timbercrest does hereby grant and dedicate to the public and all future owners of the lots in "WOLF CREEK SOUTH (EXTENDED)", and for the public use all streets, and easements for the installation and maintenance of utilities and drainage facilities, together with rights of ingress and egress to and upon said easements for the purpose of construction, maintaining, operating, repairing, removing and replacing any and all public utilities as may be placed thereon on the parcel designated "Reserve A" shall be reserved for use as a storm water drainage course and easement upon the aforesaid plat, and such dedication shall be perpetual in longevity and absolute in character. No structures, plantings (other than sod) or other materials shall be placed, stored, erected or permitted to remain upon or within any easement as may be deemed to damage or interfere with the installation, maintenance and repair of given utility or utilities or with the natural flow of water as would normally and usually occur within drainage easements. Easements within each lot of "WOLF CREEK SOUTH (EXTENDED)", are to be maintained by the owner of that lot.

DRAINAGE EASEMENTS

No trees, shrubs or seedlings of any form shall be planted in the drainage easements except for certain grasses normally used for lawn purposes. No obstruction shall be placed or permitted to remain in any of the designated drainage easements that would hinder or restrict the free and voluntary flow of stream water from its intended passage. Maintenance of the area shall be the responsibility of the lot owner except that the City of Broken Arrow, Oklahoma, their employees or agents, at their discretion, have the right to enter upon said easement for the purpose of improving and/or maintaining the same. There will be no compensation to the lot owners for such actions. Construction of fences within said easements will not be permitted.

RESTRICTIVE COVENANTS

Timbercrest has established a general plan for the improvement and development of the above described premises, and does hereby establish the following covenants, conditions, reservations and restrictions upon which, and subject to which, all lots and portions of such lots, shall be approved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations and restrictions is and are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lots, and shall run with the land and shall be binding on all parties and all persons claiming by, through and under them until January 1, 2000, at which time the same shall be automatically extended for successive periods of twenty (20) years thereafter, PROVIDED, however, upon not less than ten (10) days notice, by written ballot and vote of not less than two-thirds (2/3) of all the property owners in "WOLF CREEK SOUTH (EXTENDED)", said covenants, conditions, reservations, and restrictions may be amended or modified, in whole or in part, at any time such amendment for modification shall be deemed necessary and shall become effective when due evidence of such vote on the given amendment of modification, and the applicable amendment of modification shall be filed of record in the depository for land records in Tulsa County, State of Oklahoma. In the event Timbercrest, its successors and assigns, or any future owner of any lot or lots within "WOLF CREEK SOUTH (EXTENDED)", shall violate or attempt the violation of any of the covenants, conditions, reservations and restrictions hereby imposed, then, in such event, any other person or persons owning any lot or lots within "WOLF CREEK SOUTH (EXTENDED)" shall be entitled to prosecute an action or proceeding at law or in equity against the person or persons violating or attempting to violate the same, and either enjoin such violation or attempted violation, or recover damages therefor, to-wit:

- 1. All lots in the subdivision shall be residential single-family dwellings. No lot may be subdivided to accommodate two or more separate owners and/or dwellings.
2. No buildings, nor parts thereof, except porches and terraces shall be constructed and maintained on said lots nearer to the front property lines than the building setback lines shown on the accompanying plat. All lots shall have a minimum side yard setback of 10' on one side and 5' on the other, for a total of 15'. No structure shall be placed, altered or permitted to remain on any lot which exceeds two (2) stories in height.
3. No dwelling shall be started in this subdivision without prior approval of the plans and specifications by the Building Committee ("Committee"). The first Committee shall be appointed by the Developer at such time as it is determined by them that sufficient lots are sold to warrant same. Three members shall be appointed to this Committee. One member shall be appointed for one year, the second member for two years and the third member for three years. After this initial appointment, the Committee shall appoint each year a new member to serve for three years, and the third member for three years. The Committee shall consist of three members and the majority of these members shall be required for approval or disapproval of plans and specifications. Should plans and specifications be submitted and no action taken within 30 days of submission of same, said plans will be deemed approved. Two (2) working sets of drawings and specifications shall be submitted, one (1) for approval and one (1) for file.
4. No single-story dwelling shall be erected in this subdivision which has a living space of less than 1,100 square feet. Two-story, including split-level dwellings, shall have a minimum of 600 square feet at the lower level and a total living space of 1,300 square feet. Living space means exclusive of garages, carports and porches.
5. The exterior of all structures erected on any lot in this Addition shall be constructed of not less than 300 square feet of brick, stone or stucco.
6. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All servant quarters, tool sheds, hobby rooms, etc., shall be attached to the house. A portecochere will be permitted when approved by the Committee. No detached garages or other outbuildings shall be located on any lot unless approved in writing by the Committee and being in compliance with Broken Arrow City ordinances.

- 7. Walks, driveways and patios must be shown on plot plan accompanying houses when submitted to the Committee prior to start of construction. No white chat walks or driveways will be permitted. Driveway materials shall be concrete.
8. Asphalt composition shingles will be permitted. Certain now existing and future types of synthetic or natural roofing materials may be used upon approval of the Committee. Other roofing shall be restricted to cedar shingles, slate or built-up roof. Tar and gravel will be permitted on contemporary style residences.
9. Boats, trailers, pick-up campers, race cars, dune buggies and commercial vehicles shall not be parked or stored on any lot except inside the garage or in the backyard, screened from public view. All repair work shall be performed inside the garage or in the backyard. Automobile parking shall be contained to the prepared driveway and will not be allowed on the yard or lawn.
10. No steel posts, hog or barb wire fences will be allowed. No fences more than six (6) feet in height will be permitted on any homestead. Standard chain link fencing is allowed. Ornamental fences only, not exceeding three (3) feet in height, compatible to the architecture of the residence, constructed of brick, stone, brick and stone, brick and frame, stone and frame, or split rails may be built forward of the building lines shown on the plat.
11. No trees over three (3) inches in diameter may be cut unless under house pad or within eight (8) feet of house eaves, or unless approved by the Committee.
12. No mobile home, or premanufactured dwelling of any nature, new or used, nor any used dwelling or outbuilding shall be moved into this subdivision.
13. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
14. No noxious or offensive trade, activity or business enterprise shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
15. No outside storage of building materials, old cars, or other salvage shall be permitted. Building materials may be stored for a period of 30 days prior to the start of construction. Construction shall be completed in nine (9) months.
16. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising sale or rent of said property, or signs used by the builder to advertise the property during construction and sales periods, unless approved in writing by the Committee and being in compliance with Broken Arrow City ordinances.
17. No animals, livestock or poultry of any kind shall be raised, bred, kept or maintained on any lot except for dogs, cats and other household pets, provided that they are kept fenced and are not kept, bred or maintained for commercial purposes.
18. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in a sanitary container and all incinerators or other equipment for the storage of waste materials, or its disposal, and all lots shall be kept in a clean and orderly manner.
19. No outside toilets shall be allowed on the property hereon described and all sanitary facilities must comply with local and state health requirements.
20. All radio or television transmitting or receiving antennas shall be erected in the attic or other places concealed from the public or private view unless approved by the Committee.
21. In connection with the installation of underground services, all lots in the Addition are subject to the following provisions, which are enforceable by Public Service, Cable Television, and General Telephone, to-wit:
a. Overhead pole lines for the supply of electric, cable TV, or telephone service may be located along the East, South and West boundaries of this Addition. Street light poles or standards will be served by underground cable and elsewhere in said Addition. All supply lines shall be located underground, in the easement-ways reserved for general services and streets shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
b. Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage as determined by the location and construction of such house as may be located upon each lot: Provided that upon installation of such a service cable to a particular house, the supplier of said service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement on said lot, covering a five (5) foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
c. The supplier of electric, telephone or cable TV service, through its proper agents and employees, shall at all times have right of access to and upon all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground facilities so installed by it.
d. The owner of each lot shall be responsible for the protection of the underground cable TV, electric or telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. The company will be responsible for ordinary maintenance of underground electric, telephone and cable TV facilities, but the owner will pay for the damage or relocation of such facilities caused or necessitated by acts of the owner or his agent or contractors.
e. The foregoing covenants concerning underground electric, telephone and cable TV facilities shall be enforceable by the supplier of electrical, telephone and cable TV service and the owner of each lot agrees to be bound thereby.
22. The approval and filing of this plat does not guarantee that connections will be permitted to the Halkay Creek Wastewater Treatment Plant. The owner of each lot is responsible for obtaining from the City Engineer of Broken Arrow, a connection contract and/or connection permit, certifying to capacity. If capacity is not available, connection of the lot will not be permitted.
23. Should a court of competent jurisdiction by final order, judgement or decree determine that any covenant, or part thereof, herein made and contained expressly or by reference, be invalid, null, void or otherwise unenforceable, such determination shall not void, invalidate, adversely affect, or otherwise violate any of the remaining covenants, or parts thereof, not so found which shall remain in full force and effect.

IN WITNESS WHEREOF, Timbercrest has set its hand and seal this 7th day of SEPT, 1983.

BY THE TIMBERCREST COMPANIES, INC. an Oklahoma Corporation,

Signature of President

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

ATTEST:

Signature of Secretary (Corporate Seal)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of September, 1983, personally appeared George E. Day, Jr., to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: 10-12-83

Signature of Notary Public

ENGINEERING CONSULTANTS, INC., an Oklahoma Corporation, does hereby certify that it has, at the instance of the OWNER designated above, made the above described survey and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 7th day of SEPT, 1983.

ENGINEERING CONSULTANTS, INC.

ATTEST:

Signature of Vice-President

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Signature of Secretary (Corporate Seal)

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of September, 1983, personally appeared Lynden L. Burrow, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President and acknowledged to me that he did the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: 10-12-83

Signature of Notary Public

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of \$47,156 per trust receipt on 8/30/83 to be applied to 1983 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 1983 taxes in full but is given in order that this plat may be filed of record. \$9.83 taxes could exceed the amount of the security deposit.

Dated 9-7-83 JOHN F. CANTRELL TULSA COUNTY TREASURER