

Preliminary Plat

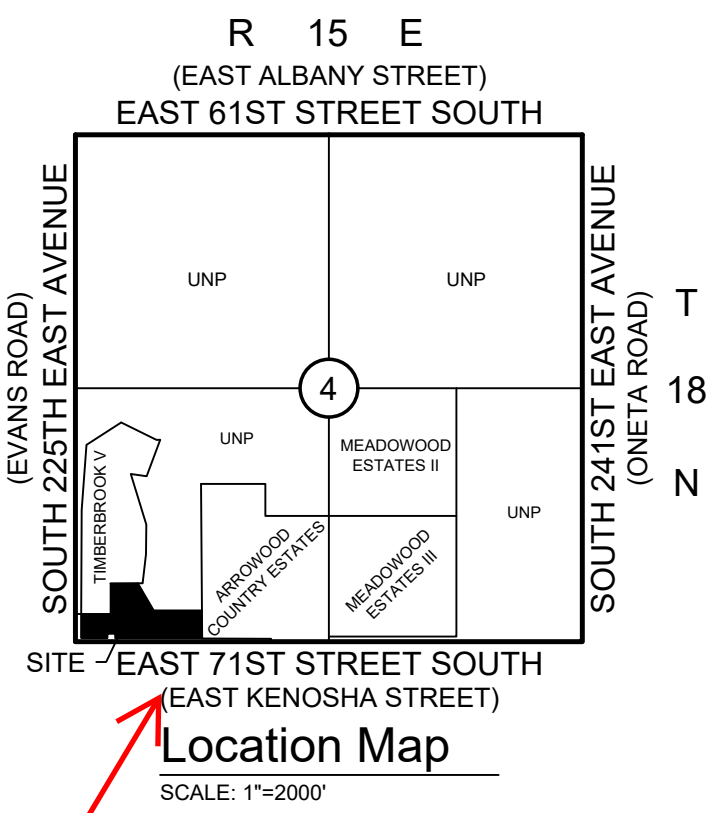
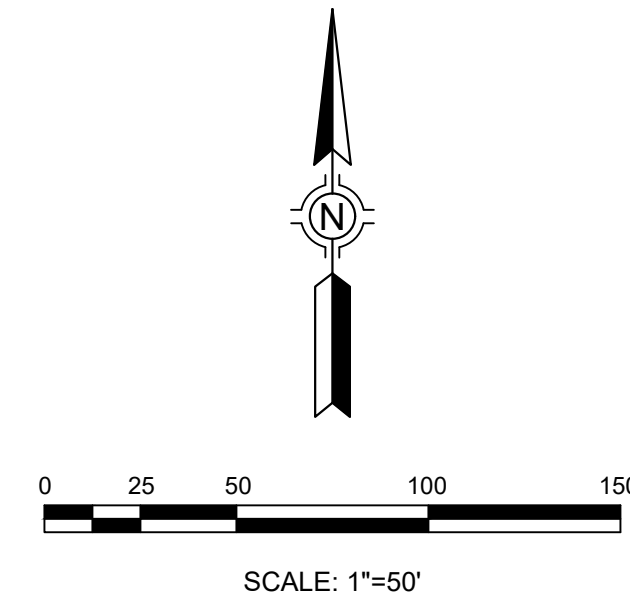
Heritage United

Owner:
Heritage BA
5300 E. Kenosha
Broken Arrow, OK, 74014
Phone: (918) 357-2211
Contact: C. Joseph Watt, Chairman of Trustees
Email: jwatt@sw-assoc.com

A REPLAT OF ALL OF HERITAGE UNITED METHODIST CHURCH
IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4, SW/4) OF
SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST,
CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. SP(53)

Engineer/Surveyor:
Sisemore & Associates, Inc.
Certificate of Authorization No. 2412 Exp. June 30, 2025
6660 S. Sheridan Rd, Ste. 210
Tulsa, Oklahoma 74133
Phone: (918) 665-3600
Email: jwatt@sw-assoc.com



E02
Switch the county and city street names. The city street name is the primary name and the county name is in parenthesis

Subdivision Statistics:
SUBDIVISION CONTAINS TWO (2) LOTS IN ONE (1) BLOCK
SUBDIVISION CONTAINS 10.20 TOTAL ACRES (444,400 SF)

- Legend:**
- U/E = UTILITY EASEMENT
 - B/L = BUILDING SETBACK LINE
 - D/E = DRAINAGE EASEMENT
 - SS/E = SANITARY SEWER EASEMENT
 - SD/E = STORMWATER DETENTION EASEMENT
 - MA/E = MUTUAL ACCESS EASEMENT
 - W/E = WATERLINE 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. = EX. EASEMENT TO BE VACATED

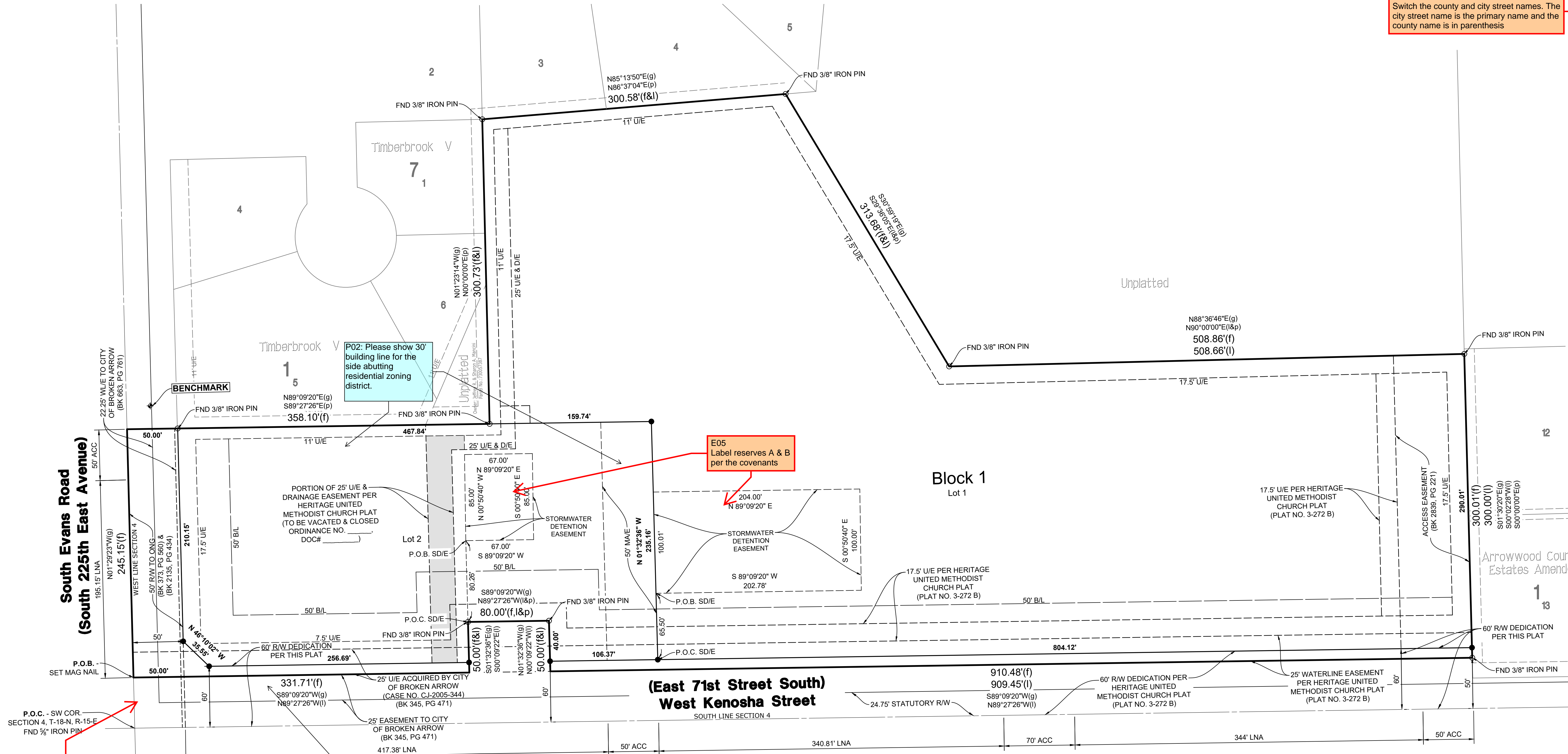
Monumentation:
3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
O = FOUND IRON PIN
● = SET IRON PIN WITH RED PLASTIC CAP STAMPED "SA CA2421"

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 (8501) OF THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.

Benchmark:
RAILROAD SPIKE IN WEST FACE OF PP EAST SIDE OF S. EVANS RD. APPROXIMATELY 35' NORTHWEST OF THE NORTHWEST PROPERTY CORNER.
ELEV = 680.00
N = 394375.5
E = 2640576.8



P02: Please show 30' building line for the side abutting residential zoning district.

E05
Label reserves A & B per the covenants

E01
Add the Bearing and distance from the POC to the POB

P01: Ultimate ROW must be dedicated. Please see section 6.4.2 of the Engineering Design Criteria.

E03
complete the DD number DD#031423-20 (both pages)

E04
Replace the case number with the COBA Project number PR-000222-2023 (both pages)

THE FEMA FLOODPLAIN MAP 40145C0115J REVISED DATED 9/30/2016 HAS SHOWN THE SUBJECT TRACT IN ZONE X (UNSHADED)

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

CASE NO. _____

K:\10258.01\0258.01\FPL\dwg_FPL101.dwg FPL101 Date: 18-Dec-2024 7:02:29am SISEMORE & ASSOCIATES, INC. 2/24

Preliminary Plat

Heritage United

A REPLAT OF ALL OF HERITAGE UNITED METHODIST CHURCH
IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4, SW/4) OF
SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST,
CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. SP(53)

Deed of Dedication Heritage United

KNOW ALL BY THESE PRESENTS:

HERITAGE BA CHURCH INC., AN OKLAHOMA CORPORATION, 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 SOUTHWEST QUARTER (SW/4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 01°29'23" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°29'23" WEST AND CONTINUING ALONG SAID WEST LINE SOUTHWEST QUARTER (SW/4) FOR 245.15 FEET; THENCE NORTH 89°09'20" EAST ALONG THE SOUTH LINE OF BLOCK ONE (1) OF TIMBERBROOK V, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA FOR 358.10 FEET TO THE SOUTHEAST CORNER OF THE ORIGINALLY FILED LOT SIX (6) OF SAID BLOCK ONE (1) TIMBERBROOK V; THENCE NORTH 01°23'14" WEST ALONG THE EAST LINE OF SAID ORIGINAL LOT SIX (6) BLOCK ONE (1) OF TIMBERBROOK V, AND THE EAST LINE OF LOT ONE (1) BLOCK SEVEN (7) OF TIMBERBROOK V FOR 300.73 FEET TO THE NORTHEAST CORNER OF SAID LOT ONE (1) BLOCK SEVEN (7); THENCE NORTH 85°13'50" EAST ALONG THE SOUTHERLY LINE OF SAID BLOCK SEVEN (7) OF TIMBERBROOK V FOR 300.58 FEET; THENCE SOUTH 30°59'19" EAST FOR 313.68 FEET; THENCE NORTH 88°38'48" EAST FOR 508.86 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF (W/2) OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION FOUR (4), THE SAME ALSO BEING THE WEST LINE OF ARROWWOOD COUNTRY ESTATES AMENDED; THENCE SOUTH 01°30'20" EAST ALONG SAID EAST LINE WEST HALF (W/2) SOUTHWEST QUARTER (SW/4), ALSO BEING SAID WEST LINE ARROWWOOD COUNTRY ESTATES AMENDED FOR 300.01 FEET; THENCE SOUTH 89°09'20" WEST PARALLEL WITH AND 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) FOR 910.48 FEET; THENCE NORTH 01°32'36" WEST FOR 50.00 FEET; THENCE SOUTH 89°09'20" WEST FOR 80.00 FEET; THENCE SOUTH 01°32'36" EAST FOR 50.00 FEET; THENCE SOUTH 89°09'20" WEST AND PARALLEL WITH SAID SOUTH LINE SOUTHWEST QUARTER (SW/4) FOR 331.71 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE SUBDIVISION CONTAINING 444,400 SQUARE FEET OR 10.2 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 2 LOTS, 1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "HERITAGE UNITED", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "HERITAGE BA CHURCH" 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 HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH 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

1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.

2. 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.

3. 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.

4. 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.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF ANY 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

1. 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.

2. 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.

3. 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.

4. THE OWNER OF ANY 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 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.

5. 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 ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. GAS SERVICE

1. 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.

2. THE OWNER OF ANY 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.

3. 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 HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO NORTH 23RD STREET AND EAST KENOSHA 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 ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. SURFACE DRAINAGE

EACH 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, CABLE TELEVISION, TELEPHONE, 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 ISSUE 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. RESERVE AREA "A": STORMWATER DETENTION EASEMENT

1. STORMWATER DETENTION FACILITIES SHALL BE CONSTRUCTED BY THE OWNER / DEVELOPER WITHIN RESERVE AREAS "A" AND "B", THE STORMWATER DETENTION EASEMENT AREAS, DESIGNATED ON THE ACCOMPANYING PLAT, ACCORDING TO THE SPECIFICATIONS AND STANDARDS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2. RESERVE AREA "A", THE STORMWATER DETENTION EASEMENT AREA WITHIN THE SUBDIVISION, SHALL BE MAINTAINED BY THE OWNERS OF RESERVE "A", HERITAGE BA CHURCH. RESERVE AREA "B", THE STORMWATER DETENTION EASEMENT AREA WITHIN THE SUBDIVISION, SHALL BE MAINTAINED BY THE OWNERS OF RESERVE "B". OWNERS OF LOT 2 BLOCK 1 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:

A. RESERVE AREAS "A" AND "B", THE STORMWATER DETENTION EASEMENT AREA, SHALL BE KEPT FREE OF LITTER; AND,

B. RESERVE AREA "A" AND "B", THE STORMWATER DETENTION EASEMENT AREA, SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING (FOUR) 4 WEEKS.

3. IN THE EVENT THE HERITAGE BA CHURCH TRUSTEES AND/OR THE OWNERS OF LOT 2 BLOCK 1 FAIL 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 OF RESERVE "A" AND "B".

4. IN THE EVENT THE OWNER OF RESERVE AREA "A" AND "B", THE OWNERS, SHALL BE 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 HERITAGE BA CHURCH AND LOT 2 BLOCK 1 PROPERTY OWNERS' ASSOCIATION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

A. SCREENING/FENCING REQUIREMENT

AN EIGHT (8) FOOT HEIGHT WOODEN SCREENING FENCE SHALL BE REQUIRED ALONG THE NORTHERLY SIDING OF THE LOT 2 BLOCK 1 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, ARE 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.

HERITAGE BA CHURCH, INC., AN OKLAHOMA CORPORATION

BY: _____
C. JOSEPH WATT
CHAIRMAN OF THE TRUSTEES

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024, BY C. JOSEPH WATT, AS CHAIRMAN OF THE TRUSTEES OF HERITAGE BA CHURCH INCORPORATED, AN OKLAHOMA CORPORATION.

NOTARY PUBLIC

E06
Remove the city as an enforcer this is considered to be a civil matter between lot owners
E06
Remove the city as an enforcer this is considered to be a civil matter between lot owners

CERTIFICATE OF SURVEY

I, SHAWN A. COLLINS, OF SISEMORE & ASSOCIATES, INC., A 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 "HERITAGE UNITED", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA 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 AS ADOPTED.



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 _____, 2024, 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 40145C0115J REVISED DATED 9/30/2016 HAS SHOWN THE SUBJECT TRACT IN ZONE X (UNSHADED)

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

CASE NO. _____

Preliminary Plat

Heritage United

Sheet 2 of 2

Date Prepared: December 18, 2024