

Conditional Final Plat

PUD-000197-2022

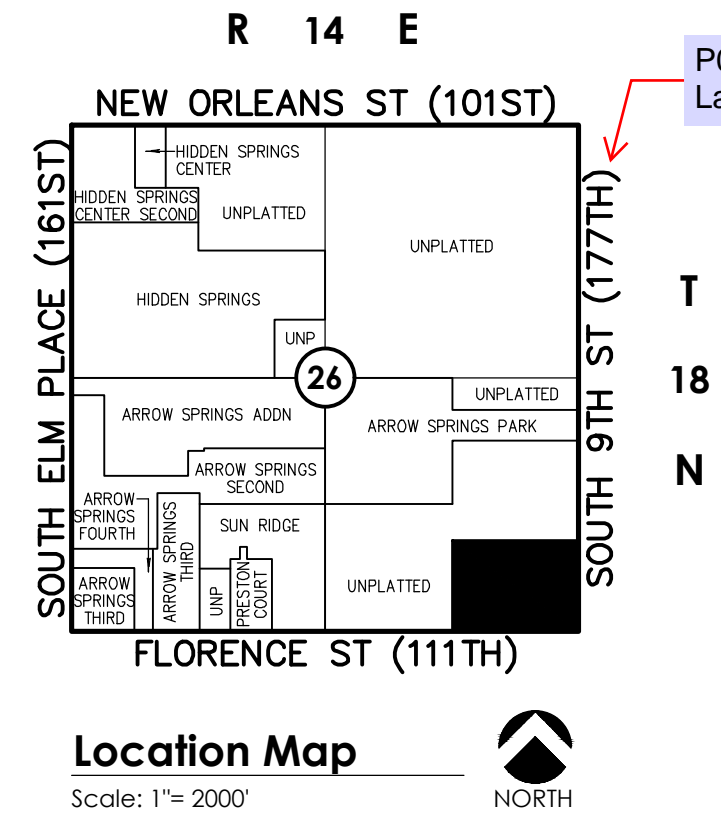
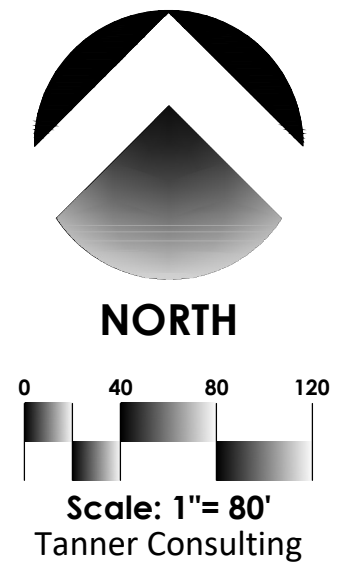
E04 Use a single line on the PUD label

OAKMONT HILLS

OWNER:
Oakmont Hills, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
CONTACT: JULIUS PUMA
EMAIL: PUMA74011@YAHOO.COM
10618 South Winston Court
Tulsa, Oklahoma 74137
Phone: (918) 298-6700

OWNER:
Great Plains Land and Wildlife Conservation Corporation
AN OKLAHOMA NOT FOR PROFIT CORPORATION
CONTACT: KANE SMITH
3530 East 31st Street South
Tulsa, Oklahoma 74135
Phone: (918) 282-3760

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2025
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



Benchmark #1
CHISELED BOX SET ON THE TOP OF THE STORM CULVERT HEADWALL ON THE WEST SIDE OF S. 9TH ST. APPROXIMATELY 330' NORTH OF THE INTERSECTION OF S. 9TH ST. AND E. FLORENCE ST.
(372919.13N, 2625140.98E)
ELEVATION=640.03 (NAVD88)

Benchmark #2
BRASS CAP FOUND IN A WATER VALVE BOX IN THE CENTER OF THE INTERSECTION OF SOUTH 9TH STREET AND EAST FLORENCE STREET.
(372583.94N, 2625214.13'E)
ELEVATION=644.52 (NAVD88)

- LEGEND
- B/L BUILDING LINE
 - B/U BUILDING LINE & UTILITY EASEMENT
 - BK PG BOOK & PAGE
 - CB CHORD BEARING
 - CD CHORD DISTANCE
 - CL CENTERLINE
 - Δ DELTA ANGLE
 - DOC DOCUMENT
 - ESMT EASEMENT
 - GOV/T GOVERNMENT
 - LNA LIMITS OF NO ACCESS
 - ODE OVERLAND DRAINAGE EASEMENT
 - RES RESERVE
 - R/W RIGHT-OF-WAY
 - SSE STORM SEWER EASEMENT
 - U/E UTILITY EASEMENT
 - 1,2,3,4 ADDRESS ASSIGNED
 - FOUND MONUMENT
 - SET MONUMENT (SEE NOTE 2)

SUBDIVISION CONTAINS:
EIGHTY-FIVE (85) LOTS
IN FIVE (5) BLOCKS
WITH FIVE (5) RESERVE AREAS
GROSS SUBDIVISION AREA: 28.198 ACRES

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4), SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

P02: Per previous checklist: Add R.A. to the ledgend

P03: Per previous checklist: Place restricted access on all front yards (side yards) where the B/L is less than 25 ft

P04: Same number

P05: Same number

P06: No document number shown

P07: Per previous checklist: Place LNA on rear yards along Florence & 9th

Notes:

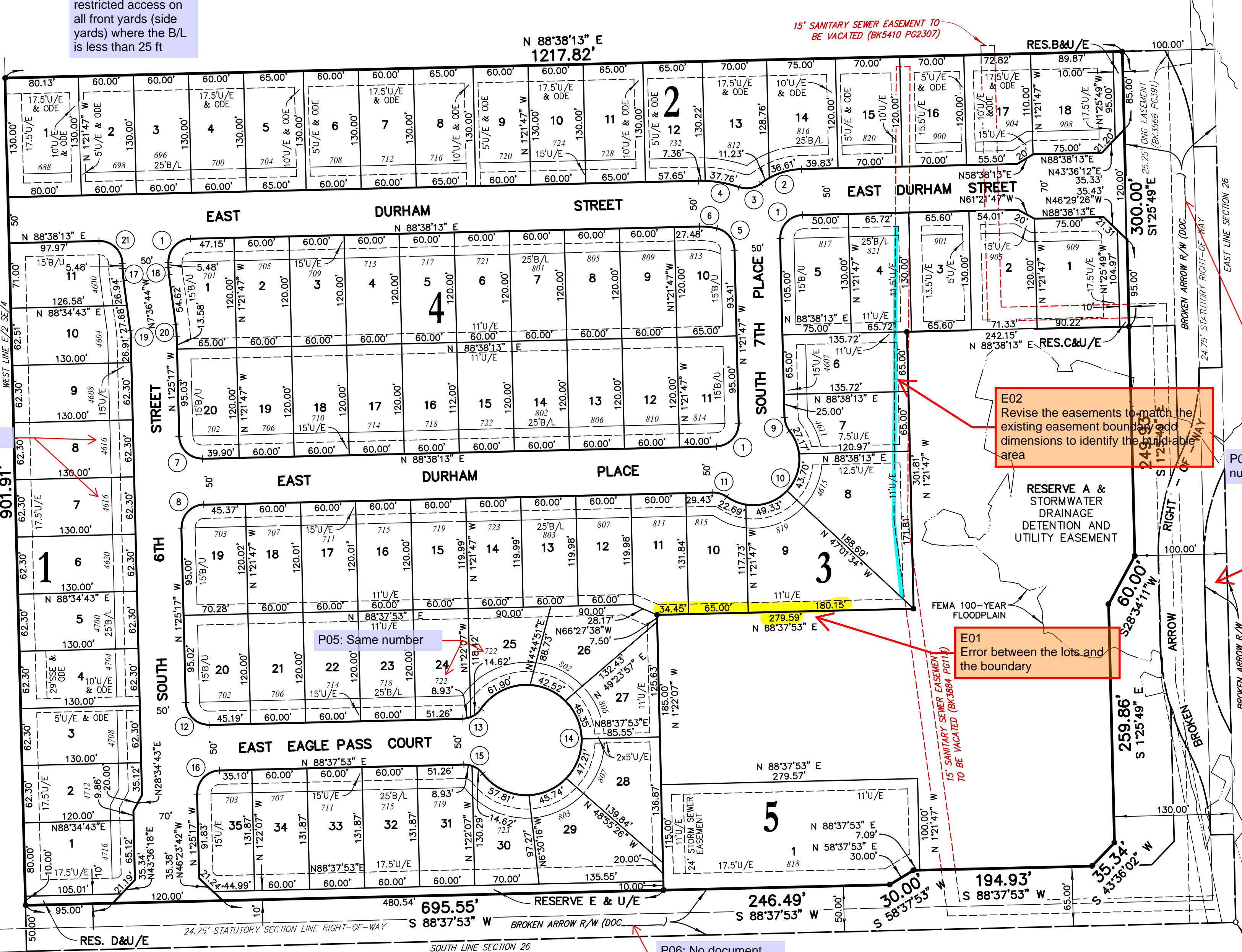
- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
(1) FOUND 3/8" IRON PIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;
(2) FOUND BRASS CAP AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;
THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°37'53" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY INCOG AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST FLORENCE STREET AND SOUTH 9TH STREET (SOUTH LYNN LANE ROAD), BOTH BEING PUBLIC STREETS, INCLUDING BY VIRTUE OF ADDITIONAL RIGHT-OF-WAY DEDICATED BY THIS PLAT.
- ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "RA". THIS NOTE IS IN REFERENCE AND SUBORDINATE TO A SIMILAR PROVISION IN THE RESTRICTIVE COVENANTS.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEI-N-LIEU OF DETENTION DETERMINATION # DD-032023-20.
- ALL LOTS REQUIRE BACKFLOW PREVENTION PER BROKEN ARROW CITY ORDINANCE.
- FLOOD ZONE INFORMATION REPRESENTED ON THIS PLAT IS PER FEMA FLOOD INSURANCE RATE MAP PANEL 40143C0394M, EFFECTIVE SEPTEMBER 30, 2016.

Lot Area & Elevation Table

AREA LABEL	AREA (ACRES)	MIN. FINISH FLOOR	AREA LABEL	AREA (ACRES)	MIN. FINISH FLOOR
BLOCK 1 LOT 1	10409	680.55	BLOCK 2 LOT 30	7062	662.60
BLOCK 1 LOT 2	7800	680.10	BLOCK 2 LOT 31	7907	664.95
BLOCK 1 LOT 3	7800	678.45	BLOCK 2 LOT 32	7912	666.55
BLOCK 1 LOT 4	7800	676.95	BLOCK 2 LOT 33	7912	668.25
BLOCK 1 LOT 5	8450	675.45	BLOCK 2 LOT 34	7912	669.90
BLOCK 1 LOT 6	7800	673.85	BLOCK 2 LOT 35	7673	661.20
BLOCK 1 LOT 7	7800	671.55			
BLOCK 1 LOT 8	8450	668.95	BLOCK 3 LOT 1	8147	676.25
BLOCK 1 LOT 9	7800	663.55	BLOCK 3 LOT 2	7200	675.00
BLOCK 1 LOT 10	7800	660.95	BLOCK 3 LOT 3	7200	673.20
BLOCK 1 LOT 11	8450	685.25	BLOCK 3 LOT 4	7200	670.95
BLOCK 1 LOT 12	8451	685.25	BLOCK 3 LOT 5	7200	668.55
BLOCK 1 LOT 13	9433	655.45	BLOCK 3 LOT 6	7200	666.15
BLOCK 1 LOT 14	9100	652.25	BLOCK 3 LOT 7	7200	663.75
BLOCK 1 LOT 15	8400	651.50	BLOCK 3 LOT 8	7200	661.30
BLOCK 1 LOT 16	8400	650.70	BLOCK 3 LOT 9	7200	658.90
BLOCK 1 LOT 17	8652	650.45	BLOCK 3 LOT 10	7623	656.60
BLOCK 1 LOT 18	9780	651.05	BLOCK 3 LOT 11	7666	656.65
			BLOCK 3 LOT 12	7200	658.20
BLOCK 2 LOT 1	10705	650.70	BLOCK 3 LOT 13	7200	659.90
BLOCK 2 LOT 2	9186	650.20	BLOCK 3 LOT 14	7200	661.60
BLOCK 2 LOT 3	8528	650.40	BLOCK 3 LOT 15	7200	663.25
BLOCK 2 LOT 4	8544	651.20	BLOCK 3 LOT 16	7200	664.95
BLOCK 2 LOT 5	9616	652.20	BLOCK 3 LOT 17	7200	666.65
BLOCK 2 LOT 6	8822	654.15	BLOCK 3 LOT 18	7200	668.35
BLOCK 2 LOT 7	8518	655.25	BLOCK 3 LOT 19	7200	670.00
BLOCK 2 LOT 8	13876	655.65	BLOCK 3 LOT 20	7659	671.25
BLOCK 2 LOT 9	14348	656.00			
BLOCK 2 LOT 10	8329	656.70	BLOCK 4 LOT 1	9494	673.60
BLOCK 2 LOT 11	7759	658.10	BLOCK 4 LOT 2	7914	637.30
BLOCK 2 LOT 12	7199	659.80	BLOCK 4 LOT 3	8099	673.05
BLOCK 2 LOT 13	7199	661.50	BLOCK 4 LOT 4	8099	673.60
BLOCK 2 LOT 14	7199	663.15	BLOCK 4 LOT 5	8099	674.10
BLOCK 2 LOT 15	7200	664.85	BLOCK 4 LOT 6	8099	673.70
BLOCK 2 LOT 16	7200	666.55	BLOCK 4 LOT 7	8099	673.20
BLOCK 2 LOT 17	7201	668.20	BLOCK 4 LOT 8	8099	674.25
BLOCK 2 LOT 18	7201	669.90	BLOCK 4 LOT 9	8099	675.65
BLOCK 2 LOT 19	8308	671.25	BLOCK 4 LOT 10	8072	675.65
BLOCK 2 LOT 20	8293	671.20	BLOCK 4 LOT 11	8649	677.20
BLOCK 2 LOT 21	7200	669.90			
BLOCK 2 LOT 22	7200	668.25	BLOCK 5 LOT 1	31849	658.50
BLOCK 2 LOT 23	7200	666.55	RESERVE A	184381	N/A
BLOCK 2 LOT 24	7195	664.40	RESERVE B	900	N/A
BLOCK 2 LOT 25	7310	663.35	RESERVE C	1000	N/A
BLOCK 2 LOT 26	8518	660.85	RESERVE D	1000	N/A
BLOCK 2 LOT 27	8101	660.00	RESERVE E	4855	N/A
BLOCK 2 LOT 28	8738	660.30			
BLOCK 2 LOT 29	10720	660.75			

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD(BR)(CB)	CHORDDIS(CD)
1	39.27'	25.00'	90°00'00"	N43°38'13"E	35.36'
2	47.84'	75.00'	36°32'55"	N70°21'45"E	47.04'
3	24.97'	25.00'	57°13'43"	N80°42'09"E	23.95'
4	45.12'	125.00'	20°40'48"	N81°01'23"W	44.87'
5	32.94'	25.00'	75°29'44"	N39°06'39"W	30.61'
6	18.99'	75.00'	14°30'16"	N84°06'39"W	18.94'
7	39.24'	25.00'	89°56'30"	N46°23'32"W	35.34'
8	39.30'	25.00'	90°03'30"	N43°36'28"E	35.37'
9	16.09'	25.00'	36°52'12"	N19°47'53"W	15.81'
10	142.89'	50.00'	163°44'23"	N43°38'13"E	98.99'
11	16.09'	25.00'	36°52'12"	N72°55'41"W	15.81'
12	39.25'	25.00'	89°56'51"	N46°23'42"W	35.34'
13	23.55'	25.00'	53°58'05"	N61°38'50"E	22.69'
14	301.53'	60.00'	287°56'10"	N12°02'07"W	70.59'
15	23.55'	25.00'	53°58'05"	N64°23'05"W	22.69'
16	39.29'	25.00'	90°03'09"	N43°36'18"E	35.37'
17	13.63'	125.00'	6°14'57"	N42°29'16"W	13.63'
18	8.18'	75.00'	6°14'57"	N42°29'16"W	8.18'
19	8.10'	75.00'	6°11'28"	N43°10'00"W	8.10'
20	13.51'	125.00'	6°11'28"	N43°10'00"W	13.50'
21	39.27'	25.00'	90°00'00"	N46°21'47"W	35.36'



APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.
Mayor
Attest: City Clerk

P09: Per previous checklist: Remove case number. Add project number PR-000016-2022

Oakmont Hills
CASE NO. PT00077-2023
DEVELOPMENT NO. PR-00-000
SHEET 1 OF 3

Conditional Final Plat

PUD-000197-
2022

OAKMONT HILLS

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4), SECTION TWENTY-SIX (26),
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT OAKMONT HILLS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (HEREINAFTER "OHL"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE/4 SE/4; THENCE NORTH 1°25'17" WEST AND ALONG THE WEST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF EAST FLORENCE STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 1°25'17" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 901.91 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 1217.82 FEET TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF SOUTH 9TH STREET (A.K.A. SOUTH LYNN LANE ROAD). THENCE SOUTH 1°25'49" EAST AND ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 300.00 FEET; THENCE SOUTH 88°38'13" WEST FOR A DISTANCE OF 242.15 FEET; THENCE SOUTH 1°21'47" EAST FOR A DISTANCE OF 301.81 FEET; THENCE SOUTH 88°37'53" WEST AND PARALLEL WITH THE SOUTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 279.59 FEET; THENCE SOUTH 1°22'07" EAST AND PERPENDICULAR TO SAID SOUTH LINE, FOR A DISTANCE OF 300.00 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF EAST FLORENCE STREET; THENCE SOUTH 88°37'53" WEST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 695.55 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 868,544 SQUARE FEET OR 19.939 ACRES (THE "OHL REAL ESTATE").

AND THAT GREAT PLAINS LAND AND WILDLIFE CONSERVATION CORPORATION, AN OKLAHOMA CORPORATION (HEREINAFTER "GREAT PLAINS"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE/4 SE/4; THENCE NORTH 1°25'17" WEST AND ALONG THE WEST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF EAST FLORENCE STREET; THENCE NORTH 88°37'53" EAST AND ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 695.55 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 1°22'07" WEST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 300.00 FEET; THENCE NORTH 88°37'53" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 279.59 FEET; THENCE NORTH 1°21'47" WEST FOR A DISTANCE OF 301.81 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 242.15 FEET; THENCE SOUTH 1°25'49" EAST AND PARALLEL WITH THE EAST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 249.93 FEET; THENCE SOUTH 28°34'11" WEST FOR A DISTANCE OF 60.00 FEET; THENCE SOUTH 1°25'49" EAST AND PARALLEL WITH THE EAST LINE, FOR A DISTANCE OF 259.86 FEET; THENCE SOUTH 43°36'02" WEST FOR A DISTANCE OF 35.34 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF EAST FLORENCE STREET, SAID POINT BEING 65.00 FEET PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF THE SE/4 SE/4; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES: SOUTH 88°37'53" WEST FOR A DISTANCE OF 194.93 FEET; THENCE SOUTH 58°37'53" WEST FOR A DISTANCE OF 30.00 FEET; THENCE SOUTH 88°37'53" WEST FOR A DISTANCE OF 246.49 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 216,230 SQUARE FEET OR 4.964 ACRES (THE "GREAT PLAINS REAL ESTATE").

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- 3/8" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;
 - BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;
- THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°37'53" EAST.

AND THAT THE "OHL REAL ESTATE" AND THE "GREAT PLAINS REAL ESTATE" TOGETHER CONSTITUTE THE ENTIRETY OF THE PROPERTY PLATTED HEREBY. "OHL" AND "GREAT PLAINS", HEREINAFTER TOGETHER REFERRED TO AS "OWNERS", HAVE JOINTLY CAUSED THE "OHL REAL ESTATE" AND THE "GREAT PLAINS REAL ESTATE" TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS, ALL AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNERS HAVE GIVEN TO SAID PLAT THE NAME OF "OAKMONT HILLS", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "OAKMONT HILLS" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.)

NOW, THEREFORE, THE OWNERS, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS, THEIR RESPECTIVE SUCCESSORS, GRANTEES, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS AS SET FORTH HEREIN, DO HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. STREETS, EASEMENTS, AND UTILITIES

"OHL" HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. "OHL" AND "GREAT PLAINS" FURTHER DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" 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, ELECTRIC POWER LINES AND TRANSFORMERS, COMMUNICATION LINES, GAS LINES, AND WATERLINES, 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 AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THE OWNERS HEREBY RESERVE THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPAIR OR REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNERS HEREBY IMPOSE A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA 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 THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERRECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, SIDEWALKS, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

1.1. PUBLIC WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1.1.1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWERS LOCATED ON THEIR LOT OR RESERVE AREA.

1.1.2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF INSTALLATION OF A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN, OR PUBLIC STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD INTERFERE WITH PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, OR PUBLIC STORM SEWERS, SHALL BE PROHIBITED.

1.1.3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWERS, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.1.4. 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 PUBLIC WATER, PUBLIC SANITARY SEWER, OR PUBLIC STORM SEWER FACILITIES.

1.1.5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.1. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

1.2. PAVING AND LANDSCAPING WITHIN EASEMENTS

EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND PUBLIC WATER, PUBLIC SANITARY SEWER, PUBLIC STORM SEWER, NATURAL GAS, COMMUNICATION, 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.

1.3. UNDERGROUND SERVICE

1.3.1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

1.3.2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN 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 THE LOT OR RESERVE AREA, PROVIDED THAT, UPON THE 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 RIGHT-OF-WAY EASEMENT ON THE LOT OR RESERVE AREA, 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.

1.3.3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, 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, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.3.4. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.3.5. THE COVENANTS SET FORTH IN THE THIS SECTION 1.3. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

1.4. SURFACE DRAINAGE

EXCEPT AS OTHERWISE PROVIDED FOR STORMWATER DETENTION FUNCTIONS WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS, ALL LOTS AND RESERVE AREAS SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION WITHIN AND OUTSIDE OF THE SUBDIVISION, AND NO OWNER WITHIN THE SUBDIVISION 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 OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.4. SHALL BE ENFORCEABLE BY EACH LOT AND RESERVE AREA OWNER.

1.5. 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 IN CONFORMANCE WITH THE CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA MANUAL STANDARDS. THE OWNER, OR ITS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A SIDEWALK WITHIN THOSE PORTIONS OF THE STREET RIGHTS-OF-WAY OF EAST FLORENCE STREET AND SOUTH 9TH STREET (SOUTH LYNN LANE ROAD) ADJACENT TO RESIDENTIAL LOTS AND A SIDEWALK OR TRAIL WITHIN THE PUBLIC STREETS ABUTTING RESERVE AREAS, AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, ELSEWHERE WITHIN THE SUBDIVISION, PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT. THE OWNER OF THE PARTICULAR RESIDENTIAL OR COMMERCIAL LOT SHALL CONSTRUCT, AND THEREAFTER MAINTAIN, THE SIDEWALK EXTENDING ALONG THE FULL PUBLIC STREET FRONTAGE ADJACENT TO THE RESIDENTIAL OR COMMERCIAL LOT. SIDEWALKS SHALL BE CONTINUOUS WITH ADJOINING SIDEWALKS.

1.6. ACCESS RESTRICTIONS

1.6.1. THE OWNERS HEREBY RELINQUISH RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" OR "LNA" EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE AFFECTED LOT OR RESERVE AREA OWNER AND THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO. THE FOREGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

1.6.2. ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A."

1.7. STORMWATER DRAINAGE AND DETENTION EASEMENT

1.7.1. "GREAT PLAINS" DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM ALL LOTS, RESERVE AREAS, AND STREETS WITHIN THE SUBDIVISION AND FROM AREAS OF HIGHER ELEVATION OUTSIDE THE SUBDIVISION.

1.7.2. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.7.3. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREA, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT AREA UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW. FENCES, WALLS, AND LANDSCAPING TREES INSTALLED BY THE OWNER, OR BY THE PROPERTY OWNERS' ASSOCIATION WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, SHALL BE PERMITTED ALONG THE PERIMETERS OF THE EASEMENT AREA, PROVIDED THAT THE SAME DO NOT CAUSE OBSTRUCTION OF THE FLOW, CONVEYANCE, OR DISCHARGE OF STORMWATER THROUGH THE EASEMENT AREA.

1.9. STORM SEWER EASEMENTS

"GREAT PLAINS" DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, PERPETUAL, NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORM SEWER EASEMENT" FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND REMOVING STORM SEWER LINES TOGETHER WITH ALL FITTINGS INCLUDING, WITHOUT LIMITATION, THE PIPES, MANHOLES, AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATED.

SECTION II. RESERVE AREAS

2.1. RESERVE A

2.1.1. RESERVE A IS DESIGNATED TO BE USED FOR STORMWATER DRAINAGE AND DETENTION, PRIVATE PARK WHICH MAY INCLUDE PLAYING FIELDS OR COURTS, AND/OR OTHER SIMILAR IMPROVEMENTS, OPEN SPACE, UTILITIES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION.

2.1.2. RESERVE A, AND ALL IMPROVEMENTS CONSTRUCTED OR INSTALLED THEREIN, SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, KEPT FREE OF THE ACCUMULATION OF TRASH AND DEBRIS, AND MOWED AND TRIMMED IN SEASON AT REGULAR INTERVALS TO PREVENT THE OVERGROWTH OF GRASS AND WEEDS.

2.2. RESERVES B, C, D, AND E

2.2.1. RESERVES B, C, D, AND E ARE DESIGNATED TO BE USED FOR PERIMETER DECORATIVE FENCES AND WALLS, ENTRY FEATURES INCLUDING SIGNAGE, OPEN SPACE, UTILITIES, LIGHTING, LANDSCAPING, IRRIGATION, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION.

2.2.2. RESERVES B, C, D, AND E AND ALL IMPROVEMENTS CONSTRUCTED OR INSTALLED THEREIN SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, KEPT FREE OF THE ACCUMULATION OF TRASH AND DEBRIS, AND MOWED AND TRIMMED IN SEASON AT REGULAR INTERVALS TO PREVENT THE OVERGROWTH OF GRASS AND WEEDS.

2.2.3. RESERVES B, C, D, AND E, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS UTILITY EASEMENTS.

2.3. ALL RESERVE AREAS

2.3.1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF SUCH RESERVE AREAS TO THE ASSOCIATION.

2.3.2. IN THE EVENT THE OWNER OF ANY RESERVE AREA SHOULD FAIL TO MAINTAIN SUCH RESERVE AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM SUCH MAINTENANCE AS NECESSARY TO ACHIEVE ITS INTENDED FUNCTIONS, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF.

2.3.3. IN THE EVENT THE OWNER OF SAID RESERVE AREA SHOULD FAIL TO PAY THE COST OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST SUCH RESERVE AREA AS SPECIFICALLY PROVIDED HEREIN. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2.3.4. THE CITY OF BROKEN ARROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

2.3.5. EACH LOT AND RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION AGREES TO HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BROKEN ARROW NOR THE OWNER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

1.8.3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE WITHIN AN OVERLAND DRAINAGE EASEMENT UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TREES OR TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

1.8.4. THE OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENTS AT SAID OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.8.5. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO AN OVERLAND DRAINAGE EASEMENT SHOULD FAIL TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE FACILITIES LOCATED THEREIN OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENT, THE FAILURE TO REMOVE SILTATION, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE LOT OR RESERVE AREA OWNER. IN THE EVENT SAID LOT OR RESERVE AREA OWNER SHOULD FAIL TO PAY THE COST OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

Conditional Final Plat

PUD-000197-2022



PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4), SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

OAKMONT HILLS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____
JULIUS PUMA, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED JULIUS PUMA, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS MANAGER OF OAKMONT HILLS, LLC, 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 OAKMONT HILLS, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028
MY COMMISSION EXPIRES NOTARY PUBLIC



IN WITNESS WHEREOF, GREAT PLAINS LAND AND WILDLIFE CONSERVATION CORPORATION ("GREAT PLAINS") HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2025.

GREAT PLAINS LAND AND WILDLIFE CONSERVATION CORP.
AN OKLAHOMA NOT FOR PROFIT CORPORATION

BY _____
KANE SMITH, PRESIDENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED KANE SMITH, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS PRESIDENT OF GREAT PLAINS LAND AND WILDLIFE CONSERVATION CORPORATION, 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 GREAT PLAINS LAND AND WILDLIFE CONSERVATION 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 NOTARY PUBLIC

CERTIFICATE OF SURVEY
I, DAN E. TANNER, 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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2025.



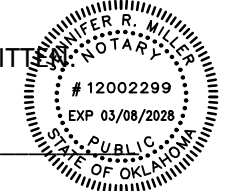
BY: DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 2025, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028
MY COMMISSION EXPIRES JENNIFER MILLER, NOTARY PUBLIC



4.5. ASSOCIATION TO BE BENEFICIARY
WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

5.1. 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. STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., III., AND V., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I., II., III., OR V., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW OR ANY OWNER OF LAND WITHIN THE SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE PROVISIONS OF SECTION IV. PROPERTY OWNERS' ASSOCIATION SHALL BE ENFORCEABLE BY THE OWNER, ITS SUCCESSORS AND ASSIGNS, ANY OWNER OF A LOT WITHIN THE SUBDIVISION, AND THE ASSOCIATION. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

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

5.3. AMENDMENT OR TERMINATION
THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. PUD-000197-2022 BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND RECORDING OF A COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

5.4. SEVERABILITY
INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, OAKMONT HILLS, LLC ("OHL") HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2025.

SIDEWALKS:
SIDEWALKS WILL BE EXTENDED ALONG FLORENCE STREET AND SOUTH 177TH EAST AVENUE AS WELL AS THE SIDES OF ALL INTERIOR STREETS IN ACCORDANCE WITH BROKEN ARROW SUBDIVISION REGULATIONS.

3.2. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA "A" (LOT 1, BLOCK 5, AND RESERVE A)

DEVELOPMENT AREA "A" WILL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE (THE "ZONING ORDINANCE") AND THE USE AND DEVELOPMENT REGULATIONS OF THE CG COMMERCIAL GENERAL DISTRICT, EXCEPT AS NOTED HEREIN.

3.2.1. LAND AREA:
GROSS LAND AREA (PUD) 217,800 SQUARE FEET 5.237 ACRES
NET LAND AREA (PUD): 206,565 SQUARE FEET 4.742 ACRES
GROSS LAND AREA (PLAT)
NET LAND AREA (PLAT):

3.2.2. PERMITTED USES:
ALL PRINCIPAL USES AND APPLICABLE ACCESSORY USES PERMITTED AS A MATTER OF RIGHT WITHIN A CG COMMERCIAL GENERAL DISTRICT, PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE INCLUSION WITHIN PUD-000197-2022 OF A PARTICULAR USE THAT IS SUBSEQUENTLY APPROVED PURSUANT TO AN APPLICATION FOR SPECIFIC USE PERMIT OR APPROVED PURSUANT TO AN APPLICATION FOR MAJOR AMENDMENT TO PUD-000197-2022.

3.2.3. MAXIMUM BUILDING COVERAGE: N/A
3.2.4. MAXIMUM FLOOR AREA RATIO: 0.75
3.2.5. MAXIMUM BUILDING FLOOR AREA: 163,350 SF
3.2.6. MAXIMUM BUILDING HEIGHT: 2.5 STORIES
NOT TO EXCEED 45 FT

3.2.7. MINIMUM LOT FRONTAGE AND MINIMUM LOT WIDTH: N/A*
*NO MINIMUM LOT WIDTH OR STREET FRONTAGE IS REQUIRED, PROVIDED LEGAL ACCESS IS SECURED BY MUTUAL ACCESS OR SIMILAR EASEMENT AND ALL PRIVATE MUTUAL ACCESS DRIVES SHALL MEET ALL CITY OF BROKEN ARROW REQUIREMENTS.

3.2.8. MINIMUM BUILDING SETBACKS:
FROM SOUTH 177TH EAST AVENUE: 50 FT*
FROM EAST FLORENCE STREET: 50 FT*
FROM DEVELOPMENT AREA "B": PER CG ZONING
FROM INTERNAL BOUNDARIES OF DEVELOPMENT AREA "A": 0 FT**

*THE MINIMUM BUILDING SETBACKS MAY BE REDUCED TO 25 FT FOR BUILDINGS WITH NO PARKING BETWEEN THE BUILDING AND THE STREET.
**BUILDING CODE REQUIREMENTS SHALL BE MET.

3.2.9. OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN CG DISTRICT
3.2.10. MINIMUM LANDSCAPING:
OFFICE BUILDING: 15% OF NET LOT AREA
COMMERCIAL BUILDING: 10% OF NET LOT AREA
MIXED USE COMMERCIAL/OFFICE: 10% OF NET LOT AREA

SECTION IV. PROPERTY OWNERS' ASSOCIATION

4.1. FORMATION
THE OWNERS HAVE FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF RESIDENTIAL AND NONRESIDENTIAL LOTS WITHIN "OAKMONT HILLS" (THE "PROPERTY OWNERS' ASSOCIATION" OR "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED OR TO BE ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE RESERVE AREAS, PRIVATE STREETS AND PRIVATE STORM SEWERS, AND ANY OTHER COMMON AREA EASEMENTS, PROPERTY, AND FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER RESIDENTIAL AND/OR NONRESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE PROPERTY OWNERS' ASSOCIATION.

4.2. PRIVATE RESTRICTIONS AND COVENANTS
FOR THE BENEFIT OF THE ASSOCIATION AND OF ALL OWNERS WITHIN THE SUBDIVISION, THE OWNERS SHALL ESTABLISH AN ARCHITECTURAL REVIEW COMMITTEE AND VARIOUS PRIVATE RESTRICTIONS AND COVENANTS FOR THE PURPOSE OF PROVIDING ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. SAID PRIVATE RESTRICTIONS AND COVENANTS SHALL BE FILED OF RECORD WITH THE TULSA COUNTY CLERK, SHALL BE APPLICABLE TO THE LOTS WITHIN THE SUBDIVISION, AND SHALL BE COVENANTS RUNNING WITH THE LAND AND BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS FURTHER STATED IN SAID FILED DOCUMENT.

4.3. MEMBERSHIP
EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, ALL AS GOVERNED BY THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISION'S SEPARATE COVENANTS, CONDITIONS AND RESTRICTIONS FILED AFTER THIS PLAT. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE RIGHTS, RESPONSIBILITIES, ASSESSMENTS, AND OTHER MEMBERSHIP PARTICULARS, AND THE MEMBERSHIP ITSELF MAY BE SUBDIVIDED BY SUBSEQUENT DOCUMENT, SUCH AS BETWEEN THE OWNER OF LOT 1, BLOCK 5, AND ALL OTHER LOT OWNERS WITHIN THE SUBDIVISION.

4.4. ASSESSMENT
THE OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREOF, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREAS AND ANY OTHER COMMON AREA EASEMENTS, PROPERTY, AND FACILITIES THAT, FROM TIME TO TIME, ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE.

DEVELOPMENT AREA "B" WILL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE (THE "ZONING ORDINANCE") AND THE USE AND DEVELOPMENT REGULATIONS OF THE RS-3 SINGLE FAMILY RESIDENTIAL - 3 DISTRICT, EXCEPT AS NOTED HEREIN.

3.3.1. LAND AREA:
GROSS LAND AREA (PUD): 1,036,634 SQUARE FEET 23.798 ACRES
NET LAND AREA (PUD): 1,021,723 SQUARE FEET 23.456 ACRES
GROSS LAND AREA (PLAT)
NET LAND AREA (PLAT):

3.3.2. PERMITTED USES:
HOUSEHOLD LIVING, DWELLING, SINGLE-FAMILY DETACHED, TOGETHER WITH OPEN SPACE, LANDSCAPING, UTILITIES, TRAILS, STORMWATER DETENTION, PROJECT SIGNAGE, ENTRY FEATURES, AND SIMILAR USES AND USES CUSTOMARY ACCESSORY TO THE PERMITTED USES.

3.3.3. MAXIMUM NUMBER OF LOTS: 87
3.3.4. MINIMUM LOT WIDTH: 60 FT*

* LOTS WITH FRONTAGE ON STREET CURVES ARE EXEMPT FROM LOT WIDTH REQUIREMENTS, PROVIDED THE SAME SHALL HAVE AT LEAST 30 FT OF FRONTAGE, MEET THE MINIMUM LOT WIDTH REQUIREMENT AT THE FRONT BUILDING SETBACK LINE AND MEET THE MINIMUM LOT AREA.

3.3.5. MINIMUM LOT AREA: 7,000 SF
3.3.6. MINIMUM LAND AREA PER DWELLING UNIT: 8,500 SF**

** MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF LOTS TO GROSS LAND AREA AS PROVIDED IN SECTION 4.1.E.1.B. OF THE BROKEN ARROW ZONING ORDINANCE. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.

3.2.7. MINIMUM LIVABILITY OPEN SPACE PER DWELLING: *** 3,000 SF
3.2.8. MAXIMUM LOT COVERAGE: ***

INTERIOR LOT: 60%
CORNER LOT: 50%

*** MAXIMUM AGGREGATE LOT COVERAGE BY BUILDINGS, PARKING, AND DRIVES IS LIMITED TO THE LESSER OF THE SPECIFIED PERCENTAGE OR THAT AMOUNT NECESSARY TO MEET MINIMUM LIVABILITY OPEN SPACE REQUIREMENTS FOR THE LOT. LIVABILITY OPEN SPACE, DEFINED AS OPEN SPACE NOT UTILIZED FOR PARKING OR DRIVES, MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 4.1.E.1.D. OF THE BROKEN ARROW ZONING ORDINANCE.

3.2.9. MAXIMUM BUILDING HEIGHT: 2 STORIES
NOT TO EXCEED 35 FT

DEED OF DEDICATION & RESTRICTIVE COVENANTS (CONTINUED)

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, OAKMONT HILLS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. PUD-000197-2022 "OAKMONT HILLS") AS PROVIDED WITHIN THE PUD PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS THE SAME EXISTED ON DECEMBER 6, 2022; AND

WHEREAS, PUD NO. PUD-000197-2022 WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON NOVEMBER 3, 2022 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON DECEMBER 6, 2022; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNERS DESIRE TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE COMPLIANCE WITH PUD NO. PUD-000197-2022 BY THE APPROXIMATE AND THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW.

NOW, THEREFORE, THE OWNERS DO HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HERINAFTER SET FORTH.

3.1. GENERAL DEVELOPMENT STANDARDS

3.1.1. FINAL DEVELOPMENT AREA BOUNDARIES:
PUD NO. PUD-000197-2022 DID NOT ESTABLISH THE BOUNDARY BETWEEN DEVELOPMENT AREA "A" AND DEVELOPMENT AREA "B". ALTHOUGH DESCRIBED IN SECTION VII OF THE PUD, FOR PURPOSES OF PUD-000197-2022, THE LAND AREAS OF DEVELOPMENT AREA "A" AND DEVELOPMENT AREA "B" WERE APPROXIMATE AND THE LAND AREAS AND THE BOUNDARY BETWEEN SUCH DEVELOPMENT AREAS WERE TO BE ESTABLISHED UPON PLATTING; PROVIDED, HOWEVER, IN NO EVENT WILL MORE THAN 163,350 SF OF NONRESIDENTIAL BUILDING FLOOR AREA BE PERMITTED WITHIN DEVELOPMENT AREA "A" NOR MORE THAN 87 DWELLING UNITS BE PERMITTED WITHIN DEVELOPMENT AREA "B".

THEREFORE, DEVELOPMENT AREA BOUNDARIES AND AREAS ARE HEREBY ESTABLISHED BY THIS PUD SUBDIVISION PLAT AS FOLLOWS: LOT ONE (1), BLOCK FIVE (5) AND RESERVE A SHALL COMPRISE THE NET LAND AREA OF DEVELOPMENT AREA "A"; LOT 1, BLOCK 5 AND RESERVE A, PLUS ONE HALF (1/2) OF THE ADJACENT RIGHTS-OF-WAY OF EAST FLORENCE STREET AND SOUTH 9TH STREET (SOUTH LYNN LANE ROAD), MEASURED PERPENDICULARLY FROM THE STREET CENTERLINES, SHALL COMPRISE THE GROSS LAND AREA OF DEVELOPMENT AREA "A", AND ALL OTHER LAND WITHIN PUD NO. PUD-000197-2022 SHALL COMPRISE DEVELOPMENT AREA "B".

3.1.2. DEVELOPMENT IN ACCORDANCE WITH PLANNED UNIT DEVELOPMENT:
THE DEVELOPMENT OF OAKMONT HILLS SHALL BE SUBJECT TO PUD NO. PUD-000197-2022 AND THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS SUCH PROVISIONS EXISTED ON DECEMBER 6, 2022, OR AS MAY BE SUBSEQUENTLY AMENDED.

3.1.3. LANDSCAPING, TREES, SCREENING AND FENCING:
DEVELOPMENT AREA "A" (NONRESIDENTIAL) SHALL MEET OR EXCEED ALL REQUIREMENTS OF SECTION 5.2 OF THE ZONING ORDINANCE. IN ADDITION TO LOWERING THE BUILDING HEIGHT FROM UNDERLYING ZONING ALLOWANCE, ADDITIONAL BUFFERING EXCEEDING REQUIREMENTS SHALL BE PROVIDED TO THE SINGLE FAMILY WITHIN DEVELOPMENT AREA "B" BY MEANS OF (1) A MASONRY SCREENING WALL AND (2) LANDSCAPING TREES AND SHRUBS WHICH SHALL EXCEED BY 15% THE MINIMUM REQUIREMENTS OF ZONING ORDINANCE SECTION 5.2.B.1.D. IF DEVELOPMENT AREA "B" SHOULD DEVELOP FIRST, THE MASONRY SCREENING WALL SHALL BE CONSTRUCTED BY THE DEVELOPER OF DEVELOPMENT AREA "B".

LANDSCAPING FOR THE DEVELOPMENT AREA "B" WILL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF SECTION 5.2 OF THE ZONING ORDINANCE. FOR DEVELOPMENT AREA "B," TEN FOOT (10 FT) MINIMUM-WIDTH LANDSCAPE EDGES/RESERVE AREAS WILL BE PROVIDED ALONG BOTH THE FLORENCE STREET AND SOUTH 177TH EAST AVENUE FRONTAGES. THESE LANDSCAPE AREAS WILL HAVE LARGE TREES PLANTED EVERY THIRTY FEET (30 FT), BETWEEN THE LANDSCAPE EDGE AND THE LOT BOUNDARIES, A FENCE WILL BE INSTALLED THAT COMPLIES WITH THE REQUIREMENTS OF SECTION 5.2(E) OF THE ZONING ORDINANCE.

A MINIMUM OF ONE (1) LARGE SPECIES TREE WILL BE INSTALLED IN THE FRONT YARD OF ALL LOTS IN OAKMONT HILLS.

3.1.4. PEDESTRIAN ACCESS:
SIDEWALKS WILL BE CONSTRUCTED ALONG FLORENCE STREET, SOUTH 177TH EAST AVENUE, AND ON BOTH SIDES OF THE INTERIOR STREETS WITHIN THE PROJECT IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS.

3.1.5. SIGNS:
NEIGHBORHOOD IDENTIFICATION SIGNAGE WILL BE INSTALLED IN RESERVE AREAS ALONG FLORENCE STREET AND SOUTH 177TH EAST AVENUE. ALL NEIGHBORHOOD SIGNAGE WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. CONCEPTUAL PLANS FOR THIS SIGNAGE HAD NOT BEEN PREPARED AT THE TIME THE PUD WAS SUBMITTED; HOWEVER, SUCH SIGNAGE SHALL COMPLY WITH THE STANDARDS OF THE ZONING ORDINANCE.

3.1.6. STREETS:
ARTERIAL STREETS:
RIGHTS-OF-WAY FOR FLORENCE STREET AND SOUTH 177TH EAST AVENUE WILL BE DEDICATED, AS NECESSARY, DURING PLATTING TO COMPLY WITH THE CITY OF BROKEN ARROW MAJOR STREET AND HIGHWAY PLAN. A SMALL STRIP OF LAND IS LOCATED EAST OF THE ULTIMATE 100-FOOT-WIDE RIGHT OF WAY FOR SOUTH 177TH EAST AVENUE AND MAY BE PLATTED FOR USES TO BE DETERMINED DURING CIVIL ENGINEERING DESIGN, PERMITTING, AND PLATTING.

PROJECT STREETS:
INTERIOR STREETS AND THE ACCESS POINTS ONTO FLORENCE STREET AND SOUTH 177TH EAST AVENUE WILL MEET THE REQUIREMENTS OF THE ZONING ORDINANCE AND THE SUBDIVISION REGULATIONS. SINCE ADJACENT LAND TO THE NORTH AND WEST HAVE BEEN OR ARE UNDER DEVELOPMENT AS UNPLATTED RESIDENTIAL TRACTS, STUB STREETS ARE UNNECESSARY.

21173_20250127_Oakmont Hills_Conditional Final Plat_v1.pdf Markup Summary

Callout (9)

P03: Per previous checklist: Place restricted access on all front yards (side yards) where the B/L is less than 25 ft

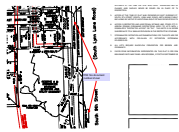
Subject: Callout
Author: JHensley

P03: Per previous checklist: Place restricted access on all front yards (side yards) where the B/L is less than 25 ft

P07: Per previous checklist: Place LNA on rear yards along Florence & 9th

Subject: Callout
Author: JHensley

P07: Per previous checklist: Place LNA on rear yards along Florence & 9th



Subject: Callout
Author: JHensley

P08: No document number shown

Attest: City Clerk
P09: Per previous checklist: Remove case number. Add project number PR-000016-2022

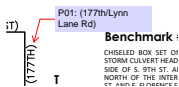
Subject: Callout
Author: JHensley

P09: Per previous checklist: Remove case number. Add project number PR-000016-2022

P02: Per previous checklist: Add R.A. to the ledgend

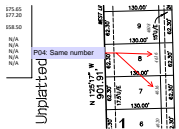
Subject: Callout
Author: JHensley

P02: Per previous checklist: Add R.A. to the ledgend



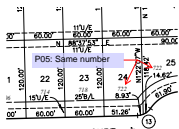
Subject: Callout
Author: JHensley

P01: (177th/Lynn Lane Rd)



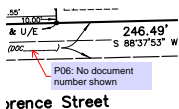
Subject: Callout
Author: JHensley

P04: Same number



Subject: Callout
Author: JHensley

P05: Same number



Subject: Callout
Author: JHensley

P06: No document number shown

Group (2)



Subject: Group
Author: jdickeson

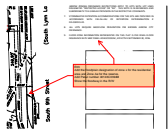
E01
Error between the lots and the boundary



Subject: Group
Author: jdickeson

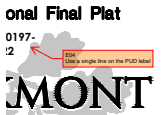
E02
Revise the easements to match the existing easement boundary add dimensions to identify the build-able area

Jason Comments (2)



Subject: Jason Comments
Author: jdickeson

E03
Add the floodplain designation of zone x for the residential area and Zone Ae for the reserve.
Add Panel number 40143C0394M
Show the floodway in the R/W



Final Plat
0197-
2



Subject: Jason Comments
Author: jdickeson

E04
Use a single line on the PUD label