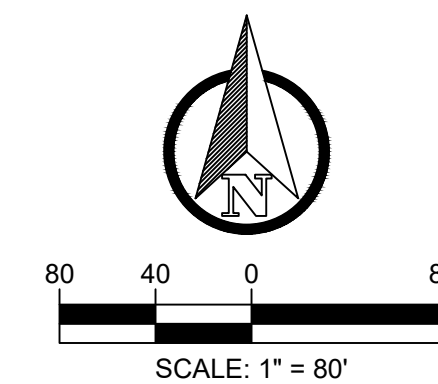
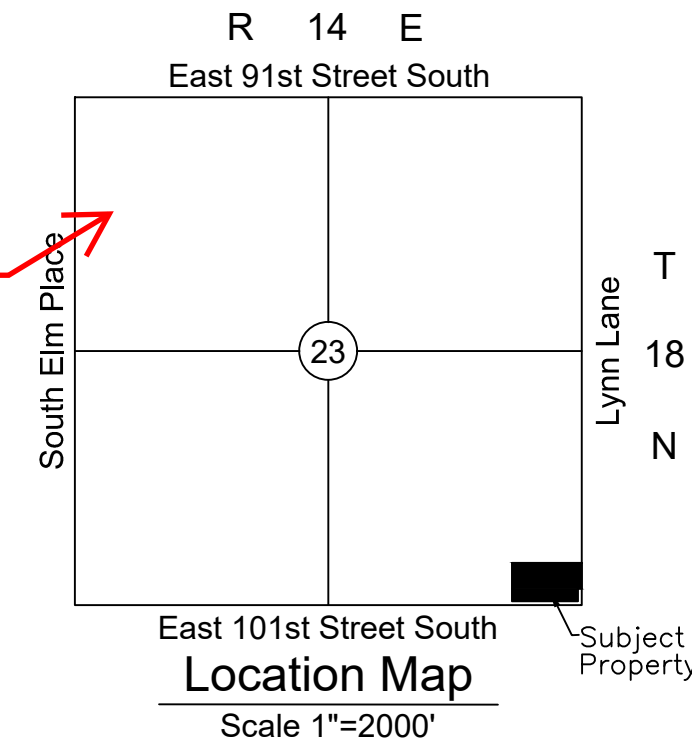


PLAT NO.

# PRELIMINARY FINAL PLAT

## HARVEST CHURCH BA

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, BEING A PART OF THE SE/4 OF THE SW/4 OF SECTION TWENTY THREE (6), TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN.



**OWNER / DEVELOPER**  
HARVEST CHURCH BROKEN ARROW, INC  
1814 SOUTH MAIN STREET  
BROKEN ARROW, OK 74012  
PH (918) 259-8037  
manganaro@harvestchurchba.com

**SURVEYOR**  
WALLACE DESIGN COLLECTIVE  
123 NORTH MARTIN  
LUTHER KING JR. BLVD.  
TULSA, OKLAHOMA 74103  
PH (918) 584-5858  
E-mail: cliff.bennett@wallace.design  
CA No. 1460 Renewal: June 30, 2026

**ENGINEER**  
ROUTE 66 ENGINEERING, LLC  
5 S MAIN STREET  
SAPULPA, OK 74066  
PH (918) 248-1129  
E-mail: bcox@66eng.com  
CA No. 8853 Renewal: June 30, 2027

**SURVEY DATE:**  
MAY 05, 2025

**PLAT DATE:**  
DECEMBER 08, 2025

**E01**  
List the BA project number  
PR-000809-2025  
on all plat submittals and  
sheets

**HARVEST CHURCH BA**  
**PRELIMINARY PLAT - DECEMBER 08, 2025**  
Sheet 1 of 2

**E10**  
An ODE from the facility to the creek may be needed if the discharge from the facility is not returned to an overland flow condition. This easement will need to be filed separately and the document number with the easement will need to be shown on the plat.

**E04**  
Add a physical description of the location of each benchmark, these need to be able to be located without using GPS equipment.

**E03**  
Benchmark symbols don't match what is shown on the plan

**E09**  
Show a 20' easement along the North boundary as part of the sanitary sewer extension from the City of BA for this area.  
The detention facility will need to be adjusted to locate the top of the bank with the location of the manhole.

**E13**  
Add a legend for the linetypes used

**E06**  
Unless detention will be developed in the NE corner the easement needs to be changed to an overland drainage easement

**E07**  
Add an address and finish floor elevation placeholder

**E12**  
Add Distances and bearings to the proposed R/W

**E11**  
Label the POC and the POB and include the bearing and distance between them

**E05**  
All text on the plat needs to be a minimum height of 0.10

**E08**  
Add a section for the FIRM panel number, the effective date, and the zone that the parcel is in.

### BENCHMARK

**Benchmark 1**  
MAGNETIC NAIL  
ELEV= 692.87  
N=377853.85  
E=2624423.404

**Benchmark 2**  
MAGNETIC NAIL  
ELEV= 703.18  
N=377826.182  
E=2624691.912

**Benchmark 3**  
CHISELED "X"  
ELEV= 708.54  
N=377904.432  
E=2624967.492

### ADDRESSES

ADDRESSES SHOWN ON THIS PLAT ARE 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.

ACC. = LIMITS OF ACCESS  
LNA = LIMITS OF NO ACCESS  
RW/E = RESTRICTED WATERLINE EASEMENT  
U/E = UTILITY EASEMENT  
B/L = BUILDING SETBACK LINE  
R/W = RIGHT-OF-WAY  
SF = SQUARE FEET

SUBDIVISION CONTAINS 1 LOT IN 1 BLOCK

SUBDIVISION CONTAINS 4.56 TOTAL ACRES

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.

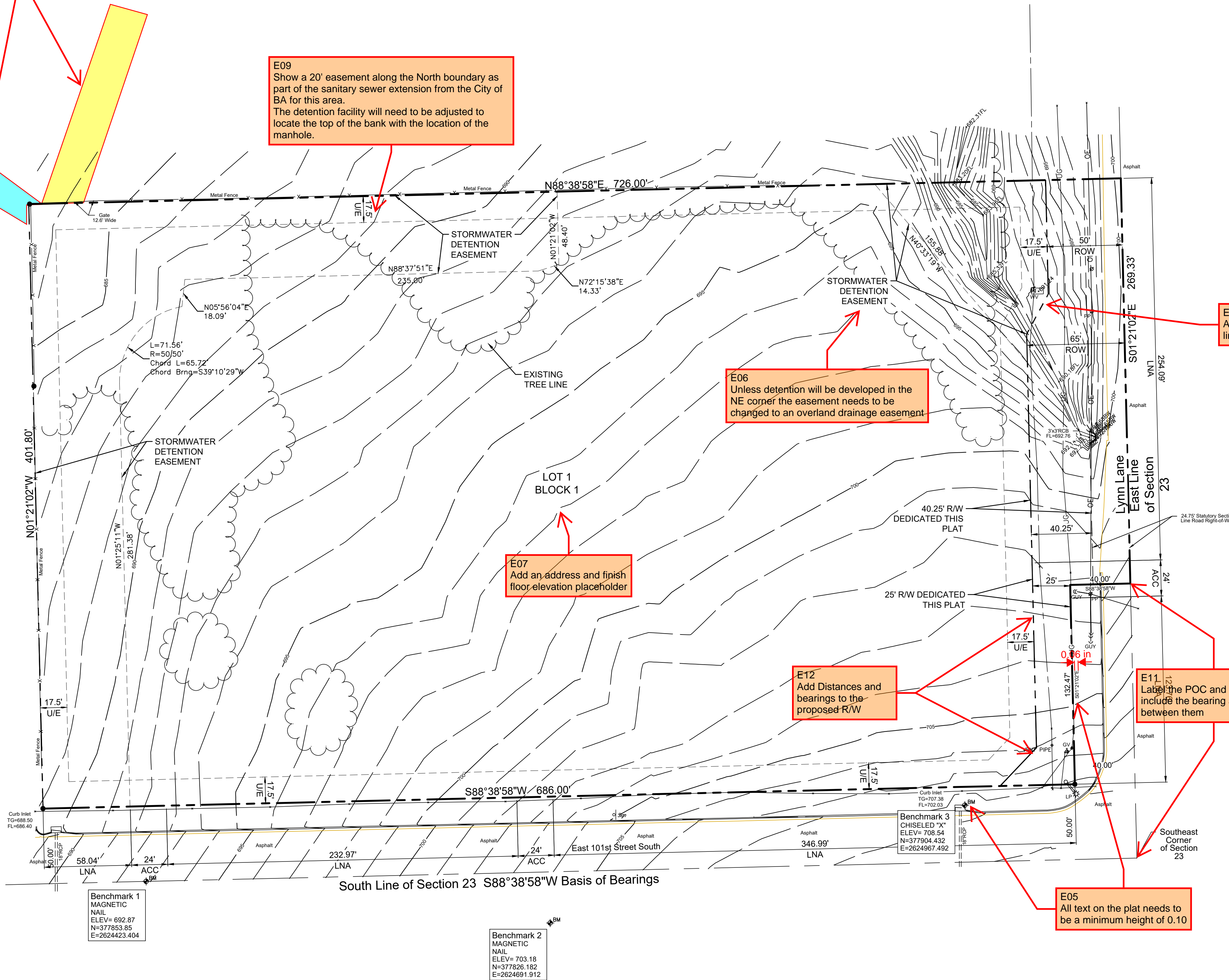
### LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, SE/4) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION TWENTY-THREE (23); THENCE N01°21'02"W AND ALONG THE EAST LINE OF SAID SE/4 FOR A DISTANCE OF 182.47 FEET TO THE **POINT OF BEGINNING**; THENCE S88°38'58"W FOR A DISTANCE OF 40.00 FEET; THENCE S01°21'02"E FOR A DISTANCE OF 132.47 FEET; THENCE S88°38'58"W FOR A DISTANCE OF 686.00 FEET; THENCE N01°21'02"W FOR A DISTANCE OF 401.80 FEET; THENCE N88°38'58"E FOR A DISTANCE OF 726.00 FEET TO A POINT ON THE EAST LINE OF SAID SE/4; THENCE S01°21'02"E AND ALONG THE EAST LINE OF SAID SE/4 FOR A DISTANCE OF 269.33 FEET TO THE **POINT OF BEGINNING** (P.O.B.). SAID TRACT CONTAINING 286,408.00 SQUARE FEET OR 6.48 ACRES, MORE OR LESS.

### BASIS OF BEARING

HORIZONTAL DATUM BASED UPON NAD 83 (1993) OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE 3501. VERTICAL DATUM BASED UPON NAVD 88 USING S88°38'58"W AS THE SOUTH LINE OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN WAS USED AS THE BEARING FOR THIS SURVEY.





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P:\HARVEST CHURCH\BAG\CSH\HETPLAT\PRELIMINARY PLAT\HARVEST CHURCH.DWG

# PRELIMINARY FINAL PLAT

# HARVEST CHURCH BA

## DEED OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

HARVEST CHURCH BA, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, SE/4) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION TWENTY-THREE (23); THENCE N01°21'02"W AND ALONG THE EAST LINE OF SAID SE/4 FOR A DISTANCE OF 182.47 FEET TO THE **POINT OF BEGINNING**; THENCE S88°38'58"W FOR A DISTANCE OF 40.00 FEET; THENCE S01°21'02"E FOR A DISTANCE OF 132.47 FEET; THENCE S88°38'58"W FOR A DISTANCE OF 686.00 FEET; THENCE N01°21'02"W FOR A DISTANCE OF 401.80 FEET; THENCE N88°38'58"E FOR A DISTANCE OF 726.00 FEET TO A POINT ON THE EAST LINE OF SAID SE/4; THENCE S01°21'02"E AND ALONG THE EAST LINE OF SAID SE/4 FOR A DISTANCE OF 269.33 FEET TO THE **POINT OF BEGINNING** (P.O.B.); SAID TRACT CONTAINING 286,408.00 SQUARE FEET OR 6.48 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO 1 LOT, 1 BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY(HEREINAFTER THE "PLAT"), HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "HARVEST CHURCH BA", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER "SUBDIVISION" OR "HARVEST CHURCH BA")

### SECTION I. STREETS, EASEMENTS AND UTILITIES

#### 1. PUBLIC STREETS AND UTILITY EASEMENTS

1.1. THE OWNER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS " U/I OR " UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, 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, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

#### 2. STORMWATER DETENTION EASEMENTS

2.1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.

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

2.3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN STORMWATER DETENTION EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2.4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

2.4.1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.

2.4.2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

2.4.3. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.

2.4.4. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

2.5. LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL BE ALLOWED WITHIN THE DETENTION EASEMENTS.

2.6. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER. IN THE EVENT THE OWNER FAILS 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 LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY IN THE SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

#### 3. UTILITY SERVICE

3.1. 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.

3.2. 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.

3.3. 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.

3.4. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNERS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS.

3.5. 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.

#### 4. WATER, SANITARY SEWER AND STORM SEWER SERVICES

4.1. 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.

4.2. WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE 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, OR STORM SEWERS SHALL BE PROHIBITED.

4.3. 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 LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS AND/OR CONTRACTORS.

4.4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE 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.

4.5. 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.

#### 5. GAS SERVICE

5.1. 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.

5.2. 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 LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.

5.3. 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.

#### 6. PAVING AND LANDSCAPING WITHIN EASEMENTS

6.1. 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.

#### 7. SIDEWALKS

7.1. SIDEWALKS TO BE CONSTRUCTED ALONG SOUTH 101st STREET SOUTH AND SOUTH LYNN LANE ROAD. SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED IN CONFORMANCE WITH THE CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.

### SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

#### 1. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. 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

#### 2. DURATION

THESE RESTRICTIONS AND COVENANTS, 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 HEREINAFTER PROVIDED.

#### 3. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, PLANNED UNIT DEVELOPMENT STANDARDS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF A MAJORITY OF THE LAND WITHIN THE SUBDIVISION AND WITH THE CONCURRENCE OF THE CITY OF BROKEN ARROW.

#### 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.

CERTIFICATE OF OWNERSHIP  
IN WITNESS WHEREOF, HARVEST CHURCH BA, BEING THE OWNER OF THE SUBDIVISION, HEREBY APPROVES THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

BY: \_\_\_\_\_  
RICH MANGANARO, PASTOR

STATE OF OKLAHOMA \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, THE UNDERSIGNED, NOTARY OF PUBLIC IS AND FOR SAID COUNTY AND AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 PERSONALLY APPEARED TO ME RICH MANGANARO, MANAGING OF HARVEST CHURCH BA, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME AS THE MAKER OF THE FOREGOING INSTRUMENT, AS ITS OWNER AND ACKNOWLEDGED TO ME THAT EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

### CERTIFICATE OF SURVEY

I, AARON BURNS, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS THE FINAL PLAT OF "HARVEST CHURCH BA", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
AARON BURNS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1923

STATE OF OKLAHOMA \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025., PERSONALLY APPEARED AARON BURNS TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

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

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC