

CONDITIONAL FINAL PLAT

Freedom Wash

A REPLAT OF LOT 5 AND LOT 7, BLOCK 1 OF KENWOOD ACRES (PLAT # 1417)
PLANNED UNIT DEVELOPMENT (PUD # 172)

SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA,
BEING A PART OF THE S/2 OF THE SE/4 OF SECTION 02,
TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN,

PUD 172-D

OWNER:
Freedom Wash, LLC
2635 S. Harvard Avenue
Tulsa, Oklahoma, 74114
Phone: (918) 814-7058
Hayden Greene

ENGINEER:
KKT Architects, Inc.
2200 South Utica Place
Tulsa, Oklahoma, 74114
Phone: (918) 744-4270
A. NICOLE WATTS, P.E.
OK CA NO. 5305, EXPIRES 6/30/2019
email: nicole.watts@kktarchitects.com

SURVEYOR:
Sisemore Weisz & Associates, Inc.
6111 E. 32nd Place
Tulsa, Oklahoma 74135
Phone: (918) 665-3600
OK CA NO. 2421, EXPIRES 6/30/2019

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD83), WITH THE SOUTH LINE OF SECTION 14 HAVING A BEARING OF S88°41'01"W.

MONUMENTATION

ALL CORNERS TO BE SET WITH A 3/8" IRON PIN WITH YELLOW CAP UNLESS OTHERWISE NOTED.

FLOOD ZONE NOTE

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA, MAP NO. 40143C0391, MAP REVISED: SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN.

NOTES

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON PIN UNLESS OTHERWISE NOTED.
3. 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.
4. ALL WATER AND SANITARY SEWER LINES WILL BE SUPPLIED BY THE CITY OF BROKEN ARROW.
5. ALL STREET RIGHT-OF-WAY SHALL BE DEDICATED AS PUBLIC STREET BY THIS PLAT.

ABBREVIATIONS

ACC	ACCESS
BIL	BUILDING LINE
BM	BENCH MARK
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
ESMT	EASEMENT
FUE	LANDSCAPE EASEMENT
FUE	FENCE & UTILITY EASEMENT
ITB	INITIAL TANGENT BEARING
LNA	LIMITS OF NO ACCESS
MAE	MUTUAL ACCESS EASEMENT
PSC/E	PUBLIC SERVICE COMPANY EASEMENT
PO	POINT OF COMMENCING
POC	POINT OF COMMENCEMENT
ROW	RIGHT-OF-WAY
RWE	RESTRICTED WATERLINE EASEMENT
SD	STORM SEWER
SDE	STORM DETENTION EASEMENT
SSS	SANITARY SEWER
SE	SANITARY SEWER EASEMENT
STIE	STORM SEWER EASEMENT
U/E	UTILITY EASEMENT
WL	WATERLINE
WLE	WATERLINE EASEMENT

ADDRESSES

470 E. KENOSHA STREET BROKEN ARROW, OKLAHOMA 74012
500 E. KENOSHA STREET BROKEN ARROW, OKLAHOMA 74012
1020 N. 5TH STREET BROKEN ARROW, OKLAHOMA 74012
1030 N. 5TH STREET BROKEN ARROW, OKLAHOMA 74012

LAND AREA

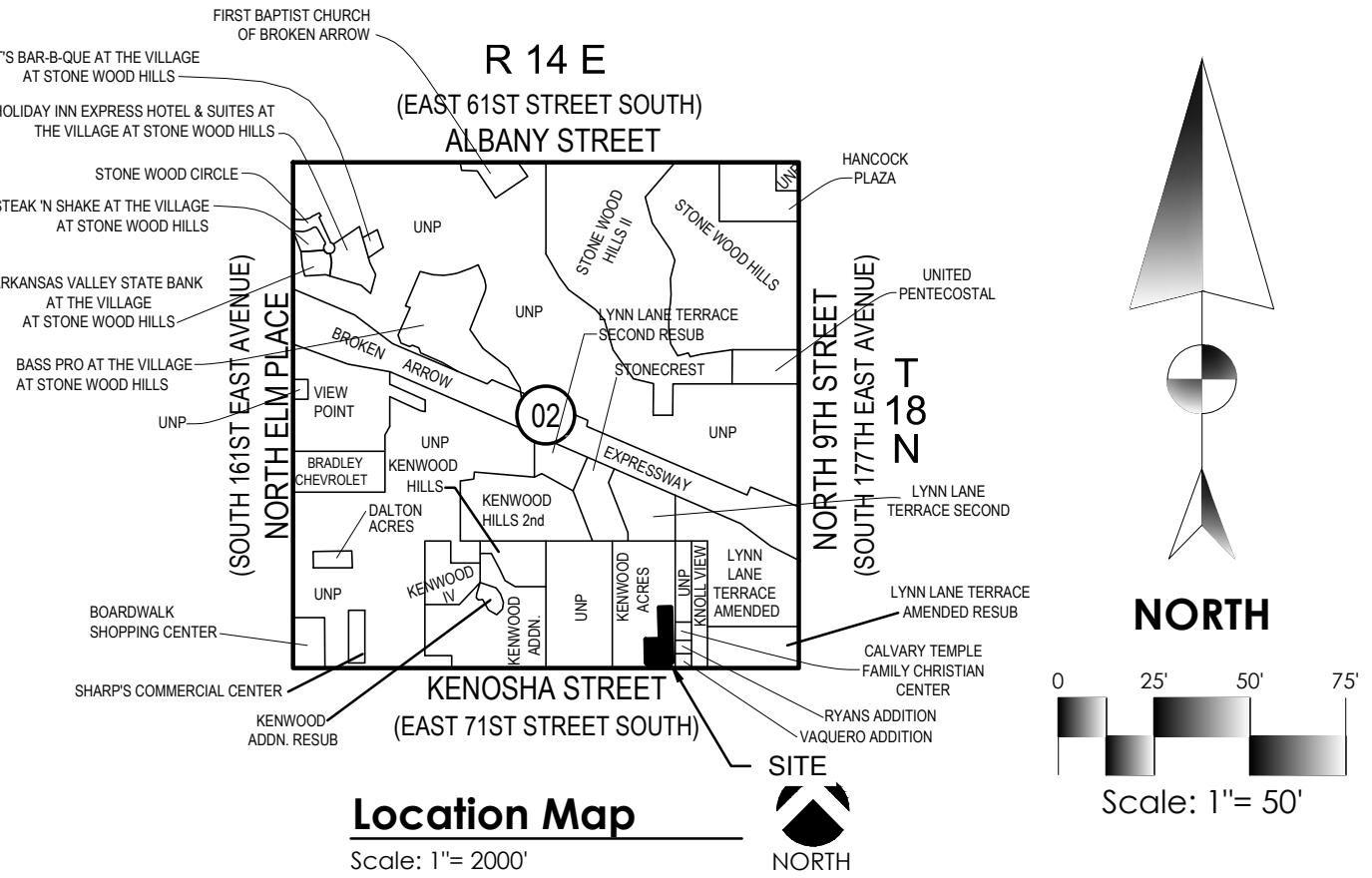
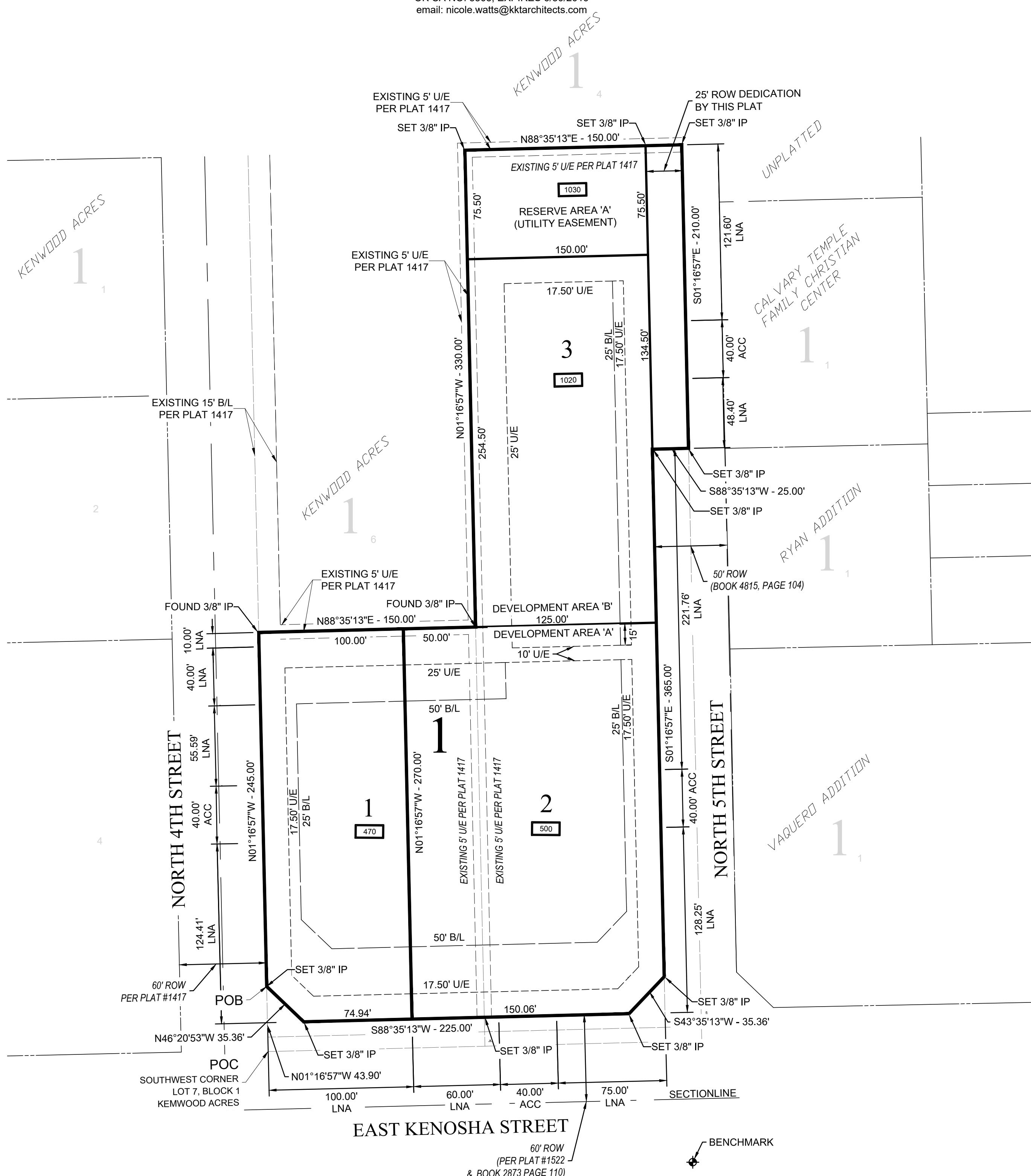
SUBDIVISION CONTAINS 3 LOTS IN 1 BLOCK
SUBDIVISION CONTAINS 120,125.00SF (2.76 AC)
BLOCK 1 CONTAINS 120,125.00SF (2.76 AC)
RESERVE AREA A CONTAINS 11,325.00SF (0.26 AC)

DETENTION NOTE

STORMWATER DETENTION ACCOMMODATIONS FOR
THIS SITE ARE IN ACCORDANCE WITH FEE-IN-LIEU
DETENTION DETERMINATION #DD-041918-13.

Benchmark

CHISELED SQUARE
(N:393646.70, E:2623410.00)
ELEVATION = 769.28



CERTIFICATE
I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$_____ per trust receipt no. _____ to be applied to 20_____ taxes. This certificate is NOT to be construed as payment of 20_____ taxes in full but is given in order that this plat may be filed on record. 20_____ taxes may exceed the amount of the security deposit.

Dated:
DENNIS SEMLER
Tulsa County Treasurer

By:
Deputy

APPROVED BY THE CITY COUNCIL OF THE
CITY OF BROKEN ARROW, OKLAHOMA.
MAYOR _____ DATE _____
ATTEST: CITY CLERK _____ DATE _____

Planned Unit Development No. 127

FREEDOM WASH

Case No. PT18-107 / Development No. _____

Sheet 1 of 3

Date of Preparation: SEPTEMBER 7, 2018

CONDITIONAL FINAL PLAT

Freedom Wash

*A REPLAT OF LOT 5 AND LOT 7, BLOCK 1 OF KENWOOD ACRES (PLAT # 1417)
PLANNED UNIT DEVELOPMENT (PUD # 172)*

*SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA,
BEING A PART OF THE S/2 OF THE SE/4 OF SECTION 02,
TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.*

PUD #172-D

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT FREEDOM WASH, LLC, HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS LOT FIVE (5) AND LOT SEVEN (7), BLOCK ONE (1), KENWOOD ACRES, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT SEVEN (7); THENCE NORTH 01°16'57" WEST A DISTANCE OF 43.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°16'57" WEST CONTINUING ALONG SAID WEST LINE A DISTANCE OF 245.00 FEET; THENCE NORTH 88°35'13" EAST A DISTANCE OF 150.00 FEET; THENCE NORTH 01°16'57" WEST A DISTANCE OF 33.00 FEET; THENCE NORTH 88°35'13" WEST A DISTANCE OF 150.00 FEET; THENCE NORTH 01°16'57" EAST ALONG THE EAST PROPERTY LINE OF LOT 2 FOR A DISTANCE OF 210.00 FEET; THENCE SOUTH 88°35'13" WEST A DISTANCE OF 25.00 FEET; THENCE SOUTH 01°16'57" EAST FOR A DISTANCE OF 365.00 FEET; THENCE SOUTH 43°35'13" WEST A DISTANCE OF 35.36 FEET; THENCE SOUTH 88°35'13" WEST A DISTANCE OF 225.00 FEET; THENCE NORTH 46°20'53" WEST A DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A COMBINED TOTAL OF 120.125 SQUARE FEET OR 2.757 ACRES

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE LOT IN ONE BLOCK AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF, AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "FREEDOM WASH", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA. (WHEREVER THE WORD "ADDITION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "FREEDOM WASH" 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, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.) NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE ADDITION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DO HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNER OF ANY PROPERTY WITHIN THE ADDITION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. 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 U/E OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND 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 HEREBEIMPOSES 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, ERECTED, 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.

1.1 WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1.1.1 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON HIS LOT.

1.1.2 WITHIN THE UTILITY EASEMENT, WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OR 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 THAT WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND 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, SANITARY SEWER MAINS, AND STORM SEWERS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS 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 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.

1.1.5 THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND.

1.2 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.

1.3 RESERVATION OF RIGHTS AND COVENANTS AS TO OBSTRUCTIONS

THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH OBSTRUCTION, MAINTENANCE, OPERATION, LAYING 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 THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER OF ANY LOT AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, 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 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.

1.4 CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER AND STORM SEWER SYSTEMS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. 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. THE CITY'S ACCEPTANCE SHALL BE EVIDENCED BY A DOCUMENT EXECUTED BY THE MAYOR OF THE CITY OF BROKEN ARROW (THE "FORMAL ACCEPTANCE") AND FILED IN THE RECORDS OF THE TULSA COUNTY CLERK. BUILDING CONSTRUCTION OCCURRING PRIOR TO RECORDING OF THE CITY'S ACCEPTANCE OF INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT.

1.5 MUTUAL ACCESS EASEMENT

THE OWNER HEREBY GRANTS AND ESTABLISHES PERPETUAL NON-EXCLUSIVE MUTUAL ACCESS EASEMENTS AT NON DESCRIPTIVE POINTS ACROSS LOTS OF LOTS ONE AND TWO FOR THE PURPOSES OF PERMITTING THE OWNER OF EACH LOT, THEIR GRANTEEES, TENANTS, INVITÉS, GUESTS, SUCCESSORS AND ASSIGN TO HAVE VEHICULAR AND PEDESTRIAN ACCESS AND PASSAGE WITHIN "FREEDOM WASH" AND TO AND FROM THE PUBLIC STREETS ADJACENT TO "FREEDOM WASH" ON AND ACROSS EACH LOT. THE MUTUAL ACCESS EASEMENT SHALL BE FOR THE SOLE AND EXCLUSIVE USE AND BENEFIT OF THE OWNER OF EACH LOT WITHIN "FREEDOM WASH" AND THEIR GRANTRORS, TENANTS, INVITÉS, GUESTS, SUCCESSORS AND ASSIGN AND SHALL BE APPURTENANT TO THE OWNERSHIP OF EACH LOT. PROVIDED, HOWEVER, GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITIES SHALL HAVE THE REASONABLE USE OF THE EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE PLAT.

A MUTUAL ACCESS EASEMENT SHALL BE PROVIDED BETWEEN LOTS ONE AND TWO.

1.6 UNDERGROUND SERVICE

1.6.1 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 UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS 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 EASEMENT WAYS.

1.6.2 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, 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, 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.

1.6.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS 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.

1.6.4 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS 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 SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.6.5 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.7 GAS SERVICE

1.7.1 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 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.

1.7.2 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR ITS AGENTS OR CONTRACTORS.

1.7.3 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.8 LOT SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNBLOCKED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. 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 HIS 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.

1.9 ROOF DRAIN REQUIREMENTS

THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH AFFECTED LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, THAT THE DWELLING CONSTRUCTED ON ALL LOTS SHALL EACH HAVE ROOF DRAINS DESIGNED AND CONSTRUCTED TO DISCHARGE STORMWATER RUNOFF TO THE STORM SEWER SYSTEM.

1.10 LIMITS OF NO ACCESS

THE UNDESGINED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST ALBANY STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND 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 ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

1.11 SIDEWALKS

SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS, WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER, THE OWNER OF EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

SECTION II. RESERVE AREA

2.1 RESERVE AREA 'A'

2.1.1 THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA 'A' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

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

2.1.3 RESERVE AREA 'A' IS TO BE USED AS AN UTILITY EASEMENT

2.1.4 DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE PROPERTY OWNER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE,

RETENTION AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE ASSOCIATION SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE RESERVE IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

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

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

C. THE RESERVE SHALL BE KEPT FREE OF DEBRIS.

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

2.1.5 LANDSCAPING SHALL BE ALLOWED WITHIN THE RESERVE.

2.1.6 IN THE EVENT THE PROPERTY OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE RESERVE, CITY OF BROKEN ARROW, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW MAY FILE OF RECORD A COPY OF STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION. PROVIDED, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY TULSA COUNTY.

2.1.7 RESERVE AREA 'A' SHALL BE UTILIZED AS A STORMWATER DETENTION EASEMENT, UTILITY EASEMENT, PARK AND OPEN SPACE USES.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

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, OKLAHOMA SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO; AND WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY

