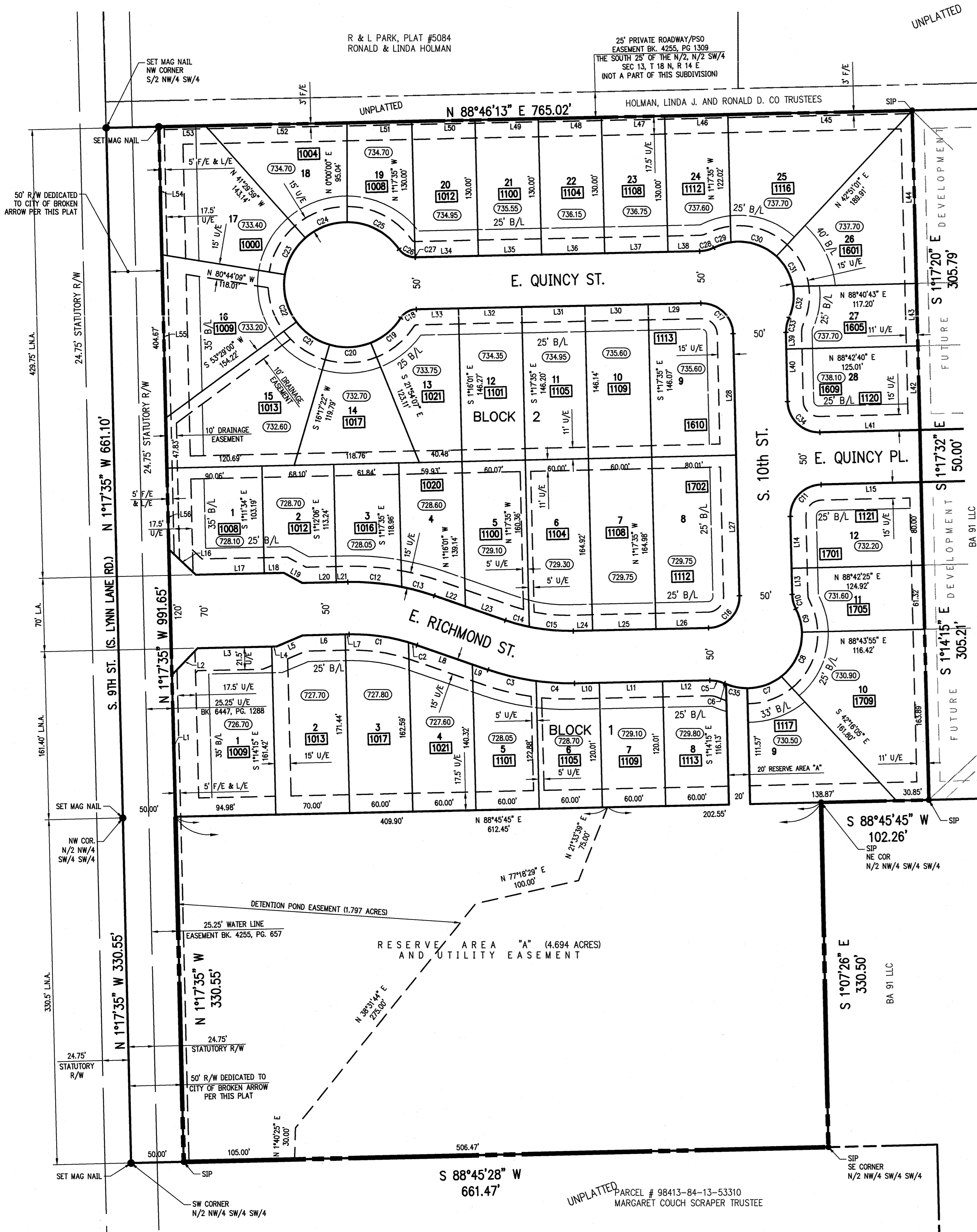


# NINETY ONE - PHASE 1

A REPLAT OF "CROSSINGS AT LYNN LANE 1" AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA A PART OF THE SW/4, SECTION 13, T-18-N, R-14-E



## BASIS OF BEARING

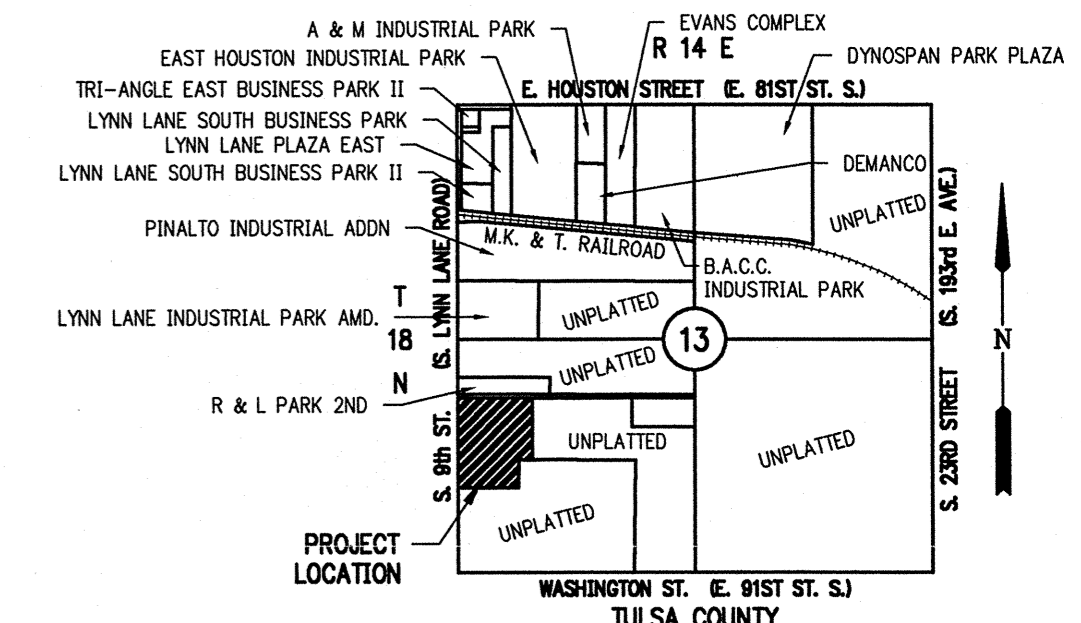
THE WEST LINE OF SW/4  
N 01°17'35" W

## BENCHMARK

BA 26  
OKLAHOMA NORTH ZONE 3501  
HORIZONTAL DATUM NAD 83 (1983)  
NORTHING: 383229.887  
EASTING: 2630291.884  
VERTICAL DATUM NAVD 1988  
ELEV. 670.307  
DESCRIPTION OF BENCHMARK  
5/8" REBAR - 1 1/2" ALUMINUM  
CAP - FLUSH - STAMPED "B428", SET  
S.E. OF 91ST ST. AND 193RD E. AVE.

## FLOODPLAIN REFERENCE

FIRM PANEL NO. 401430392K DATED AUGUST 3, 2009  
CLASSIFIES THE PROPERTY DESCRIBED HEREON AS ZONE "X",  
AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL  
CHANCE FLOODPLAIN.  
  
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS  
SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF  
THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT  
DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE  
PROBABILITY OF FLOODING.



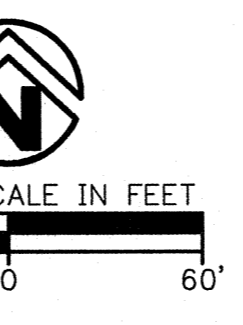
LOCATION MAP  
SCALE IN FEET  
0 2000

## PROPERTY DESCRIPTION

ALL THAT PART OF THE SW/4 OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN  
(18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN,  
TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES  
GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AT FOLLOWS:  
  
BEGINNING AT THE NW CORNER OF THE S/2 NW/4 SW/4 OF SAID SECTION  
THENCE N 88°46'13" E ALONG THE NORTH LINE OF THE S/2 NW/4 SW/4 A  
DISTANCE OF 765.02 FEET; THENCE S 1°17'20" E A DISTANCE OF 305.79 FEET;  
THENCE S 1°17'32" E A DISTANCE OF 50.00 FEET; THENCE S 1°14'15" E A  
DISTANCE OF 305.21 FEET; THENCE S 88°45'45" W A DISTANCE OF 102.26  
FEET TO THE NE CORNER OF THE N/2 NW/4 SW/4 OF SAID SECTION;  
THENCE S 1°07'28" E A DISTANCE OF 330.55 FEET TO THE SE CORNER OF THE  
N/2 NW/4 SW/4 OF SAID SECTION; THENCE S 88°45'28" W A  
DISTANCE OF 661.47 FEET TO THE SW CORNER N/2 NW/4 SW/4 SW/4 OF SAID  
SECTION; THENCE N 1°17'35" W ALONG THE WEST LINE OF SAID SECTION A  
DISTANCE OF 330.55 FEET TO THE NW CORNER OF THE N/2 NW/4 SW/4 SW/4  
THENCE CONTINUING ALONG THE WEST LINE OF SAID SECTION N 1°17'35" W A  
DISTANCE OF 661.10 FEET TO THE NW CORNER S/2 NW/4 SW/4 OF SAID  
SECTION AND THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 50' FOR  
ROADWAY DEDICATION, CONTAINING 15.493 ACRES MORE OR LESS.

## LEGEND

- SYMBOLS**
- SIP ● SET 3/8" IRON PIN YELLOW CAP FOUND "CTA CA 973"
  - FIP ○ FOUND IRON PIN
  - MAG NAIL
  - U/E UTILITY EASEMENT
  - F/E & L/E FENCE EASEMENT AND LANDSCAPE EASEMENT
  - T.A.E. TEMPORARY EASEMENT
  - B/L BUILDING LINE SETBACK
  - L.A. LIMITS OF ACCESS
  - L.N.A. LIMITS OF NO ACCESS
  - R/W RIGHT OF WAY
  - (737.70) BUILDING PAD ELEVATION
  - (1113) STREET ADDRESS



## SITE INFORMATION:

ADDRESS 91st St S & LYNN LANE  
ZONING RS-3  
LOTS 40  
BLOCKS 2  
AREA PHASE 1 15.493 ACRES  
RESERVE AREA "A" 4.694 ACRES  
WATER SUPPLY AND SAN. SEWER CITY OF BROKEN ARROW 7000  
MINIMUM LOT SF (EA) 125.01  
FRONT BUILDING SETBACK 25 FT MIN.  
REAR BUILDING SETBACK 20 FT MIN.  
BUILDING SETBACK ALONG S. 9th ST. 35 FT MIN.  
SIDE SETBACKS 5 FT MIN.  
FRONT LOT UTILITY ESMT 15 FT  
REAR LOT UTILITY ESMT 11 FT  
PROPERTY PERIMETER ESMT 17.5 FT

## SLOPE ANALYSIS: ALL LOTS ARE IN COMPLIANCE (1:4) FOR EACH LOT

LINE #	LENGTH	DIRECTION
L1	136.43'	N 1°17'35" W
L2	35.34'	N 43°44'19" E
L3	70.14'	N 88°46'13" E
L4	4.60'	N 88°46'13" E
L5	26.99'	N 66°59'00" E
L6	40.33'	N 88°45'45" E
L7	3.76'	N 88°45'45" E
L8	55.60'	S 70°42'34" E
L9	15.73'	S 70°42'34" E
L10	23.56'	N 88°45'45" E
L11	60.00'	N 88°45'45" E
L12	44.83'	N 88°45'45" E
L13	25.01'	N 1°17'37" W
L14	50.00'	N 1°17'37" W
L15	95.00'	N 88°42'25" E
L16	35.37'	S 46°15'41" E
L17	64.88'	N 88°46'13" E
L18	18.55'	N 88°46'13" E
L19	19.97'	S 61°13'47" E
L20	32.27'	N 88°45'45" E
L21	10.98'	N 88°45'45" E
L22	31.21'	S 70°42'34" E
L23	40.12'	S 70°42'34" E
L24	18.41'	N 88°45'45" E
L25	60.00'	N 88°45'45" E
L26	49.98'	N 88°45'45" E
L27	135.01'	N 1°17'37" W
L28	116.02'	N 1°17'37" W
L29	50.04'	S 88°46'13" W

LINE #	LENGTH	DIRECTION
L30	60.00'	S 88°46'13" W
L31	60.00'	S 88°46'13" W
L32	60.00'	S 88°46'13" W
L33	39.95'	S 88°46'13" W
L34	59.90'	N 88°46'13" E
L35	60.00'	N 88°46'13" E
L36	60.00'	N 88°46'13" E
L37	60.00'	N 88°46'13" E
L38	30.09'	N 88°46'13" E
L39	16.00'	S 1°17'37" E
L40	50.01'	S 1°17'37" E
L41	95.00'	N 88°42'25" E
L42	80.00'	N 1°17'20" W
L43	60.07'	N 1°17'20" W
L44	165.73'	N 1°17'20" W
L45	175.02'	S 88°46'13" W
L46	60.00'	S 88°46'13" W
L47	60.00'	S 88°46'13" W
L48	60.00'	S 88°46'13" W
L49	60.00'	S 88°46'13" W
L50	60.00'	S 88°46'13" W
L51	61.50'	S 88°46'13" W
L52	134.64'	S 88°46'13" W
L53	43.86'	S 88°46'13" W
L54	122.58'	S 1°17'35" E
L55	156.17'	S 1°17'35" E
L56	78.09'	S 1°17'35" E

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

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	57.16	183.00	17°53'50"	S 82°17'20" E	56.93
C2	8.40	183.00	2°37'51"	S 72°01'30" E	8.40
C3	46.89	233.00	11°31'48"	S 76°28'28" E	46.81
C4	36.59	233.00	8°59'52"	S 86°44'19" E	36.55
C5	14.11	31.00	26°04'33"	S 78°11'58" E	13.99
C6	1.71	52.00	1°53'03"	S 66°06'13" E	1.71
C7	34.95	52.00	38°30'33"	N 70°57'02" E	34.30
C8	48.31	52.00	53°14'02"	N 25°04'44" E	46.59
C9	23.44	52.00	25°49'52"	N 14°27'13" W	23.25
C10	14.11	31.00	26°04'32"	N 14°19'53" W	13.99
C11	47.12	30.00	90°00'05"	N 43°42'26" E	42.43
C12	51.46	233.00	12°39'16"	S 84°54'37" E	51.36
C13	32.02	233.00	7°52'25"	S 74°38'47" E	31.99
C14	23.60	183.00	7°23'24"	S 74°24'16" E	23.59
C15	41.96	183.00	13°08'17"	S 84°40'06" E	41.87
C16	47.15	30.00	90°03'22"	N 43°44'04" E	42.45
C17	47.09	30.00	89°56'11"	N 46°15'42" W	42.40
C18	17.77	18.00	56°33'40"	S 60°29'23" W	17.06
C19	37.56	60.00	35°52'05"	S 50°09'50" W	36.95
C20	39.99	60.00	38°11'29"	S 87°11'37" W	39.26
C21	38.95	60.00	37°11'38"	N 55°06'49" W	38.27
C22	47.94	60.00	45°46'51"	N 13°37'35" W	46.68
C23	41.09	60.00	39°14'10"	N 28°52'56" E	40.29
C24	43.46	60.00	41°29'59"	N 69°15'00" E	42.51
C25	57.93	60.00	55°18'55"	S 62°20'33" E	55.70
C26	17.66	18.00	56°12'46"	S 62°47'28" E	16.96
C27	0.10	18.00	0°19'56"	N 88°56'11" E	0.10
C28	14.05	31.00	25°57'51"	N 75°47'17" E	13.93
C29	17.11	52.00	18°51'19"	N 72°14'02" E	17.04
C30	46.89	52.00	51°26'25"	S 72°37'06" E	45.13
C31	33.71	52.00	37°08'28"	S 28°19'40" E	33.12
C32	31.25	52.00	34°25'38"	S 7°27'24" W	30.78
C33	14.06	31.00	25°58'38"	S 11°41'43" W	13.94
C34	47.12	30.00	90°00'08"	S 46°17'40" E	42.43
C35	20.65	52.00	22°44'57"	S 78°25'13" E	20.51

## LINEWORK LEGEND

- RIGHT OF WAY LINE (R/W)
- EASEMENT
- SECTION LINE
- PERIMETER PROPERTY LINE
- LOT LINE
- BUILDING SET BACK

APPROVED \_\_\_\_\_ by the  
City Council of the City of Broken Arrow,  
Oklahoma  
Mayor  
Attest: City Clerk

DETENTION DETERMINATION  
NUMBER: DD-42116-06

CASE NO. PT15-117

SHEET 1 OF 2

# NINETY ONE - PHASE 1

A REPLAT OF "CROSSINGS AT LYNN LANE 1" AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA A PART OF THE SW/4, SECTION 13, T-18-N, R-14-E

NINETY ONE - PHASE 1

DEED OF DEDICATION

UNDERGROUND SERVICE

### PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS--OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY 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, 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, 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, PROVIDED HOWEVER, 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 CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING 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. THE OWNER HEREBY IMPOSES A RESTRICTIVE 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 THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERRECTED, INSTALLED AND MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

### SECTION I. STREETS AND UTILITIES

#### WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 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.
2. WITHIN THE UTILITY EASEMENT, AND DRAINAGE EASEMENT AREAS 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 THAT WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
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.
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.

#### PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOTS SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON THE LOT, IN THE EVENT THAT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, NATURAL GAS, CABLE TELEVISION OR TELEPHONE SERVICE.

#### CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED BY THE CITY UNTIL AFTER COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY. ANY AND ALL CONSTRUCTION PURSUANT TO SUCH A BUILDING PERMIT BUT PRIOR TO THE CITY'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT WILL BE AT THE CONTRACTOR/BUILDER-INVESTOR'S OWN RISK.

#### UTILITY EASEMENT DEDICATION

THE DEDICATION OF STREET RIGHTS OF WAY AND UTILITY EASEMENTS TO THE PUBLIC, CONTAINED IN THIS SECTION, SHALL NOT TAKE EFFECT UNTIL THE FILING BY THE CITY OF BROKEN ARROW, OKLAHOMA IN THE TULSA COUNTY CLERK'S OFFICE OF A SEPARATE INSTRUMENT ENTITLED "FORMAL ACCEPTANCE" OR SIMILAR WORDING, FORMALLY ACCEPTING THE DEDICATIONS AND INFRASTRUCTURE. HOWEVER, THE RIGHTS AND USES OUTLINED HEREIN NECESSARY FOR THE INSTALLATION BY PRIVATE UTILITIES OF THEIR FACILITIES, I.E., ELECTRIC, GAS, TELEPHONE AND COMMUNICATION, ET. AL., EXCLUSIVE OF THOSE OWNED BY THE CITY OF BROKEN ARROW, SHALL BE IN EFFECT TO ALLOW ACCESS FOR SURVEYING, EXCAVATING FOR, CONSTRUCTION, OPERATING, AND MAINTAINING SUCH FACILITIES UNTIL THE CITY FILES ITS FORMAL ACCEPTANCE AND THESE RIGHTS AND USES ARE ASSUMED BY THE PUBLIC DEDICATION.

- 1. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER BOUNDARIES OF THE SUBDIVISION, AS NECESSARY, IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT.
2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
3. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN 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 EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
4. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR 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 SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
5. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

#### GAS SERVICE

- 1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE OWNER OF 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 SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
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.

#### SIDEWALKS

- 1. 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 CRITERIA STANDARDS.
2. THE DEVELOPER IS RESPONSIBLE FOR CONSTRUCTING THE SIDEWALK ALONG ALL ARTERIAL STREETS AND ALONG THE RESERVE AREAS ADJACENT TO A STREET.

#### DETENTION EASEMENT

- 1. STORMWATER DETENTION FOR NINETY ONE - PHASE 1 IS PROVIDED ONSITE, IN RESERVE AREA A.
2. DETENTION, AND OTHER DRAINAGE FACILITIES WITHIN THE DETENTION EASEMENT, SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTION AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA, WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
a. THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
b. THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
3. IN THE EVENT THAT THE HOMEOWNERS' ASSOCIATION DOES NOT PROPERLY MAINTAIN THE POND IN ACCORDANCE WITH CITY OF BROKEN ARROW STANDARDS, THE CITY OF BROKEN ARROW WILL HAVE THE ABILITY TO RECOVER COSTS FROM THE HOMEOWNERS' ASSOCIATION TO ADDRESS THE DEFICIENCY.

### SECTION II. HOMEOWNERS' ASSOCIATION

#### A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS' ASSOCIATION (HOA) FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, AND SCREENING FENCES AND LANDSCAPE AREAS ALONG ARTERIALS AND THE NORTH BOUNDARY, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE LOTS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS ADJOINING THE SUBDIVISION AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION. NINETY ONE - PHASE 1, AS WELL AS FUTURE PHASES OF NINETY ONE WILL BE UNDER THE JURISDICTION OF THE ONE HOMEOWNERS' ASSOCIATION.

#### B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF A FEE INTEREST IN A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO, AND SHALL NOT BE SEPARATED FROM, THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

#### C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREA OWNED OR MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. AS ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

#### D. MAINTENANCE OF COMMON AREAS

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 6' FENCE AND THE 5' FENCE AND LANDSCAPE EDGE AT THE FRONT OF 9th ST LYNN LANE.

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RESERVE AREAS.

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 8' FENCE AND THE 3' FENCE EASEMENT ALONG THE NORTH BOUNDARY.

### SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION AND SEVERABILITY

#### A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND, THE SAME SHALL BE BINDING UPON ALL OWNERS OF PROPERTY IN THE SUBDIVISION. WITHIN THE PROVISIONS OF SECTION I, STREETS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITH 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.

#### B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2040, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS.

#### C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITH SECTION I, STREETS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME, WHETHER PRIOR TO OR AFTER JANUARY 1, 2040, 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 PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATION OF THE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK.

#### D. SEVERABILITY

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

### OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THE PRESENTS:

BA 91 LLC, HEREINAFTER CALLED "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN TULSA COUNTY, OKLAHOMA, TO-WIT:

LEGAL DESCRIPTION

ALL THAT PART OF THE SW/4 OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AT FOLLOWS:

BEGINNING AT THE NW CORNER OF THE S/2 NW/4 SW/4 OF SAID SECTION THENCE N 88°46'13" E ALONG THE NORTH LINE OF THE S/2 NW/4 SW/4 A DISTANCE OF 765.02 FEET; THENCE S 1°17'20" E A DISTANCE OF 305.79 FEET; THENCE S 1°17'32" E A DISTANCE OF 50.00 FEET; THENCE S 1°14'15" E A DISTANCE OF 305.21 FEET; THENCE S 88°45'45" W A DISTANCE OF 102.26 FEET TO THE NE CORNER OF THE N/2 NW/4 SW/4 SW/4 OF SAID SECTION; THENCE S 1°07'26" E A DISTANCE OF 330.50 FEET TO THE SE CORNER OF THE N/2 NW/4 SW/4 SW/4 OF SAID SECTION SECTION; THENCE S 88°45'28" W A DISTANCE OF 661.47 FEET TO THE SW CORNER N/2 NW/4 SW/4 SW/4 OF SAID SECTION; THENCE N 1°17'35" W ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 330.55 FEET TO THE NW CORNER OF THE N/2 NW/4 SW/4 SW/4; THENCE CONTINUING ALONG THE WEST LINE OF SAID SECTION N 1°17'35" W A DISTANCE OF 661.10 FEET TO THE NW CORNER S/2 NW/4 SW/4 OF SAID SECTION AND THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 50' FOR ROADWAY DEDICATION, CONTAINING 15.493 ACRES MORE OR LESS.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO 40 LOTS IN TWO (2) BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "NINETY ONE - PHASE 1", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAVE CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017,

BA 91 LLC

BY DAVID C. FRYE, MANAGER

### NOTARY PUBLIC

STATE OF ARKANSAS )
) SS:
WASHINGTON COUNTY )

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017, PERSONALLY APPEARED \_\_\_\_\_ OWNER/DEVELOPER OF NINETY ONE - PHASE 1, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGING MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY 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: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

NOTARY PUBLIC

### SURVEYOR'S CERTIFICATE

I, A.B. WATSON, JR., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "NINETY ONE - PHASE 1", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

A.B. WATSON, JR. OK, PLS 1057 DATE: 3/28/2017



### NOTARY PUBLIC

STATE OF OKLAHOMA )
) SS:
TULSA COUNTY )

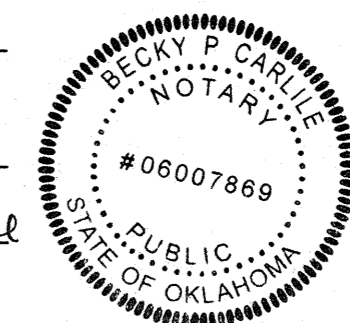
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 28 DAY OF March 2017, PERSONALLY APPEARED A.B. WATSON, JR., SURVEYOR OF NINETY ONE - PHASE 1, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED 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: 08/11/2018

MY COMMISSION NUMBER: 06001869

NOTARY PUBLIC



APPROVED \_\_\_\_\_ BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA
MAYOR
ATTEST: CITY CLERK

DETENTION DETERMINATION NUMBER: DD-42116-06

CASE NO. PT15-117

SHEET 2 OF 2