

**AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND RUSHBROOKE SOUTH
HOMEOWNERS ASSOCIATION, INC. FOR DRAINAGE IMPROVEMENTS**

This Contract is entered in to between the City of Broken Arrow (City), a municipal corporation, and the Rushbrooke South Homeowners Association, Inc. (HOA), a corporation, this _____ day of July 2018, for the construction of a pilot channel and corresponding segmental block retaining structure that mutually benefits the City and the HOA.

RECITALS:

Whereas, the City and the HOA agree that it was mutually beneficial for the City to construct a pilot channel with a corresponding retaining structure within the East Branch of the Haikey Creek floodplain upon and across land owned by the HOA (the "Project") at the sole expense of the HOA; and

Whereas, the HOA certifies that it is legal limited liability company established with in the state of Oklahoma through the proper documentation including the attached Articles of Incorporation (Exhibit "A") and is in good-standing with the Secretary of State; and

Whereas, the Rushbrooke HOA certifies that it operates in accordance to its By-Laws attached herein (Exhibit "B"); and

Whereas, the Rushbrooke HOA further certifies that it is the legal title-holder to the floodplain of the East Branch of Haikey Creek that flows through the platted subdivision as depicted in the record plat thereof (see Exhibit "C").

Whereas, the Project, is intended to provide immediate relief from the serpentine nature of the existing flow pattern that has created severe isolated erosion issues along specific stretches of the East Branch of the Haikey Creek, and

Whereas, the City has professionally developed construction documents depicted in the attached construction plans dated June 11, 2018, (Exhibit "D") which were prepared under the direct supervision of John Herbert, a registered professional engineer in the State of Oklahoma.

Whereas, the terms and conditions of this Agreement are in compliance with the City of Broken Arrow's Stormwater Management Ordinance, Engineering Design Criteria Manual and Standard Specifications for Construction.

Now therefore, in consideration of the mutual promises, covenants and conditions herein contained and the mutual benefits that will inure to each of the parties herein, City and HOA agree as follows:

AGREEMENTS:

1. Recitals: The above Recitals are incorporated herein by reference as if set forth in full.
2. HOA's Obligations: HOA agrees to:

- a. Pay City for all costs of the materials required to construct the corresponding segmental retaining wall, including but not limited to: the segmental concrete blocks, erosion protection devices, re-vegetation, re-sodding, gravel access path, etc. This cost is estimated at \$20,000.00.
 - b. Pay City all costs associated with a temporary construction easement granted solely for the express use to construct the Project. This cost is estimated at \$2,000.00.
 - c. Pay City all costs associated with necessary construction permits with the federal government, state government and/or local government. This includes, but is not limited to, a federal Clean Water Act, Section 404 Permit and a local Floodplain Permit. This cost is estimated at \$1,000.00.
 - d. Upon completion of work, accept improvements in full.
 - e. Operate and maintain the improvements in accordance with industry standard of practice and care.
 - f. Work with City to obtain necessary easements from surrounding property owners, if required.
3. City's Obligations: The City agrees to:
- a. Develop and prepare construction documents prepared by a registered professional engineer in the state of Oklahoma.
 - b. Review the construction documents for compliancy with respect to the applicable design criteria and construction standards.
 - c. Issue a No-Exception Taken ("NET'd") set of construction documents including plans and specifications.
 - d. Manufacture the segmental concrete blocks necessary to construct the Project.
 - e. Excavate the pilot channel and haul the material to an acceptable off-site located to dispose of the material in an acceptable manner.
 - f. Grade the pilot channel in accordance with the "NET'd" construction documents.
 - g. Install the segmental block walls in accordance with the "NET'd" construction documents.
 - h. Construct erosion protection upstream and downstream of the pilot channel as depicted in the "NET'd" construction documents.
 - i. Re-vegetate the slopes of the banks in accordance with the "NET'd" construction documents.
 - j. Restore the temporary construction easement to pre-construction conditions.

4. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and HOA nor between the City and any officer, employee, contractor or representative of the HOA. No joint employment relationship is created by this Agreement.

5. This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Original Jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Court of Oklahoma. This Agreement constitutes the entire Agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement. This Agreement may be modified only by further written agreement between the parties.

6. Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by the parties without written consent.

7. This Agreement may be executed in as many counterparts as are deemed necessary or convenient. Each counterpart shall be deemed an original, but all shall be construed together as one and the same

instrument. The failure of any party to sign all counterparts shall not affect or limit the liability of any party executing any such counterpart.

KENNETH D. SCHWARZ
Notary Public
State of Oklahoma
Commission # 0402623
Commission Expires Mar 18, 2020

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

Approved as to Form:

City of Broken Arrow

Lesli Myers
Assistant City Attorney

Michael L. Spurgeon
City Manager

Attest:

Rushbrooke South HOA, INC

City Clerk [Seal]

Denise Mason
Denise Mason, President

Date of Execution: _____

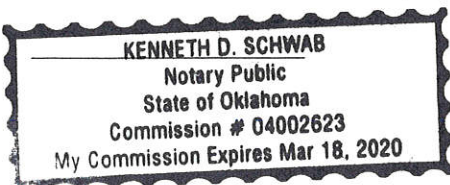
Date of Execution: 6-25-18

VERIFICATION

State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public, on this 25th day of JUNE 2018 personally appeared Denise Mason, known to me to be the President of Rushbrooke South Homeowners' Association to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as there free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:



Kenneth D. Schwab
Notary Public

EXHIBIT "A"

HOA'S ARTICLES OF INCORPORATION

OF
RUSHBROOKE SOUTH HOMEOWNERS ASSOCIATION, INC.
(NOT FOR PROFIT)

RECEIVED

MAR 29 2010

OKLAHOMA SECRETARY
OF STATE

TO: OKLAHOMA SECRETARY OF STATE

We, the undersigned, acting as incorporators of a corporation under the Oklahoma Non Profit Act do hereby adopt the following Articles of Incorporation.

1. The name of the Corporation is:

RUSHBROOKE SOUTH HOMEOWNERS ASSOCIATION, INC.

2. Check whether the corporation will have members: Yes No

3. Upon dissolution, the assets of corporation shall be distributed to the members as defined in and pursuant to the provisions of the Bylaws of the corporation, not inconsistent with the laws of the State of Oklahoma.

4. The street address of the corporation's initial registered office is:

**9708 E. 55th Place
Tulsa, OK 74146**

03/29/2010 01:21 PM

OKLAHOMA SECRETARY OF STATE

and the name of the initial registered agent at this office is:

**John A. Laizure
9708 E. 55th Place
Tulsa, OK 74146**



5. The duration of the corporation is: Perpetual

6. The purpose for which the corporation is formed is to provide for management, maintenance, preservation and control of commonly owned areas that make up the development known as the Rushbrooke South Subdivision in the City of Broken Arrow, Tulsa County, Oklahoma, or any portion of or interest therein, and to enforce all mutual, common or reciprocal interests in or restrictions upon all or portions of such separately owned lots, parcels, or areas, or both, according to the recorded Plats thereof, all in accordance with the statutes of the State of Oklahoma.

Incidental thereto, the corporation shall have the power and authority to undertake the performance of all acts and duties necessary to the administration, operation and management of the neighborhood developments identified as Rushbrooke South Subdivision, together with such additional residential developments as may become a part of the Rushbrooke South Homeowners Association, Inc., as allowed and provided for in the *Bylaws of Rushbrooke South Homeowners Association, Inc.*, all in accordance with the terms, provisions, conditions and Authorizations contained in these *Articles of Incorporation*, the provisions of the

Declaration of Covenants, Conditions and Restrictions for the Rushbrooke South Subdivision, and the provisions of the Bylaws of Rushbrooke South Homeowners Association, Inc., all duly adopted and filed of record in the office of the County Clerk for Tulsa County, Oklahoma.

7. The corporation does not have authority to issue capital stock.
8. The corporation is not for profit, and as such the corporation does not afford pecuniary gain, incidentally or otherwise, to its members.
9. The affairs of the corporation shall be managed by the Board of Directors, the number of directors to be three (3), and the term of service of each director, and the method of electing and removing such directors, to be controlled by the provisions of the *Bylaws of Rushbrooke South Homeowners Association, Inc.* adopted by incorporators as set forth herein.

10. The names and addresses of each person who will serve as an initial director are:

John A. Laizure
9708 E. 55th Place
Tulsa, OK 74146

John D. Lee, Jr.
9708 E. 55th Place
Tulsa, OK 74146

Russell D. Cozort
12711 S. Harvard Ave.
Jenks, OK 74037

11. The officers of the corporation who shall serve until their replacements are selected According to the provisions of the *Bylaws of Rushbrooke South Homeowners Association, Inc.*, adopted by the incorporators as set forth herein are:

President:

Russell D. Cozort

Vice-President:

John D. Lee, Jr.

Secretary/Treasurer:

John A. Laizure

12. The names and mailing addresses of the undersigned incorporators are:

John A. Laizure
9708 E. 55th Place
Tulsa, OK 74146

John D. Lee, Jr.
9708 E. 55th Place
Tulsa, OK 74146

Russell D. Cozort
12711 S. Harvard Ave.
Jenks, OK 74037

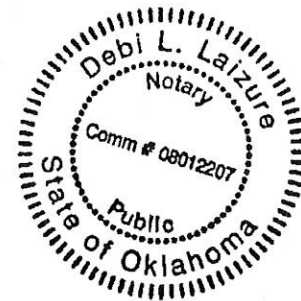
WE, THE UNDERSIGNED, for the purpose of forming a not for profit corporation under the laws of the State of Oklahoma, certify that the facts herein stated are true, and have accordingly hereunto set our hand this _____ day of March, 2010.

John A. Laizure
John A. Laizure, Incorporator

John D. Lee, Jr.
John D. Lee, Jr., Incorporator

Russell D. Cozort
Russell D. Cozort, Incorporator

STATE OF OKLAHOMA }
COUNTY OF WAGONER } §



Before me, the undersigned notary public in and for said County and State, on this 26 day of MAR, 2010 personally appeared John A. Laizure, to me known to be the identical person who executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Debi Laizure
Notary Public

Commission Expires: 12-2012

STATE OF OKLAHOMA]
COUNTY OF WAGONER]

Before me, the undersigned notary public in and for said County and State, on this 26 day of MAR, 2010 personally appeared John D. Lee, Jr., to me known to be the identical person who executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Debi Laizure
Notary Public

Commission Expires: 12-2012

STATE OF OKLAHOMA]
COUNTY OF WAGONER]



Before me, the undersigned notary public in and for said County and State, on this 26 day of MAR, 2010 personally appeared Russell D. Cozort, to me known to be the identical person who executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Debi Laizure
Notary Public

Commission Expires: 12-2012

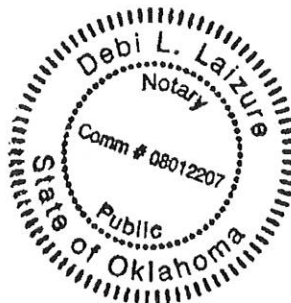


EXHIBIT "B"
HOA'S BY-LAWS

BY-LAWS
OF
RUSHBROOKE SOUTH HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is **RUSHBROOKE SOUTH HOMEOWNERS ASSOCIATION, INC.** The principal office of the corporation shall be located at 9708 E. 55th Place, Tulsa, OK 74146, but meetings of members and directors may be held at such places within Tulsa County, Oklahoma, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Rushbrooke South Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to the following described real property: RUSHBROOKE SOUTH SUBDIVISION in the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded Plat thereof, and such other additions as may hereafter be brought within the jurisdiction of the Association as provided for hereunder.

Section 3. "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of the owners, and shall included, but shall not be limited to, the following: Reserves according to the recorded Plats thereof.

Section 4. "Declaration" shall mean and refer to that certain *Declaration of Covenants, Conditions and Restrictions for the Rushbrooke South Subdivision* dated _____, recorded on _____, in Book _____ at Page _____ in the office of the County Clerk for Tulsa County, Oklahoma.

Section 5. "Lot" shall mean and refer to any single family lot comprising the Properties.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 7. "Member(s)" shall mean and refer to each person(s) entitled to Membership as provided in the Declarations

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation by the Association, at a date, time and place to be set by the Board of Directors. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, or within ten (10) days thereof as may be determined by the Board of Directors.

Section 2. Special Meetings. The meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of a minimum of 25% of the Members who are entitled to vote signed, dated and delivered to any corporate officer, and such request shall state the purpose or purposes of the proposed meeting. Business at a special meeting so called shall be limited to the purpose or purposes stated in the call for such meeting.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least fifteen (15) days nor more than sixty (60) days before such meetings to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice of meeting shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. The notice shall also contain a description of any matters to be addressed at the meeting which require approval of the Members under these By-Laws of the Statutes of the State of Oklahoma.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitle to cast, twenty percent (20%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation and these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the Members present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by Proxy. Proxies shall be in writing and filed with the Secretary, and be in accordance with applicable law. Each proxy shall be revocable and shall automatically cease upon conveyance of the Lot of the Member who had given the proxy, by the Member's attendance at the meeting, or by the death or incapacity of the Member.

Section 6. Action by Written Consent. Any action required or permitted to be taken by the Members by these By-Laws may be approved without a meeting of the Members if such action is approved by at least eighty percent (80%) of the Members who are entitled to vote. Such action shall be evidenced by one (1) or more written consents describing the action taken, signed by at least eighty percent (80%) of the Members who are entitled to vote, and delivered to the Secretary for inclusion in the minutes or filing with the corporate records.

ARTICLE IV
BOARD OF DIRECTORS; SELECTION, TERM OF OFFICE

Section 1. Number and Initial Board of Directors. The affairs of the Association shall be managed by a Board of Directors, who need not be Members of the Association. Until the first meeting of the Members of the Association, the affairs of the Association shall be governed by the initial Board of Directors consisting of the three (3) persons named in the Articles of Incorporation of the Association. If a vacancy occurs in the initial Board of Directors prior to the first meeting of the Members of the Association, such vacancy shall be filled by a person or persons designated by the Developer. Thereafter the Board shall consist of not less than three (3) or more than seven (7) Directors. The total number of Directors to serve on the Board of Directors will be determined by a majority vote of the Board of Directors at its regular meeting. Terms of the Directors shall be one (1) year.

Section 2. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be elected by the remaining Members of the Board, and shall serve for the unexpired term of his predecessor.

Section 3. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominees may be Members or non-Members of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot, if requested by any Member. At the election, each Member or his proxy may cast, for each vacancy, one (1) vote for each Lot owned by such Member. Member must be in good standing with the association. All dues and other fees must be current and no current violations of rules, regulations, or other like ordinance for member to vote. The persons receiving the largest number of votes shall be elected. Cumulative voting is prohibited.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. The first regular meeting of the first elected Board of Directors shall be held immediately following the first annual meeting of the Members. If a regularly scheduled meeting should fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The initial Board of Directors need not meet on a quarterly basis, and may conduct necessary business at special meetings called as provided for in Article VI, Section 2 below.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. An act or decision of the Board shall require the vote of a majority of the Directors present at a duly held meeting at which a quorum is present.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power allowed for under the statutes of the State of Oklahoma, and such additional powers including, but not limited to, the following:

- A. To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests, licensees and tenants, and to establish penalties, including, but not limited to, the power to levy fines for the infraction thereof.
- B. To suspend the voting rights and right to use of the Common Area and facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;
- C. To suspend the right to use the Common Area and facilities after notice and hearing for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- D. To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, and the Declaration;
- E. To have the discretion to declare the office of a Director of the Board to be vacant in the event the Director shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- F. To employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties: and

- G. To take such actions as is provided for and allowed by the provisions of these By-Laws, the Articles of Incorporation, and the Declaration as the Board may from time to time determine to be necessary to enforce the covenants, conditions and restrictions, and rules and regulations of the Properties, including the authority to bring legal action in the name of the Association to enforce such provisions.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at a special meeting when the statement is requested in writing by Members having having one-third (1/3) of the votes;
- B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly informed;
- C. Pursuant to the provisions of the Declaration, to
 - (1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; and
 - (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) File and foreclose liens against any Lot(s) for which assessments whether regular or special, have not been paid when due, or, in the alternative, bring an action law against the Member personally obligated to pay the same.
- D. Issue, or to authorize an appropriate officer to issue, upon demand by any person, a Articles setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of a Articles. If an Articles states an assessment has been paid, the Articles shall be conclusive evidence of payment;
- E. Procure and maintain adequate liability and hazard insurance on property owned by the Association,
- F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

- G. Cause the Common Area and other areas which are the responsibility of the Association to be maintained

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve

Section 4. Special Appointments. The Board may elect other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. A resignation shall take effect on the date of receipt of such notice or at any other time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to a vacancy shall serve for the remainder of the term of the officer he replaces

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. Other than the foregoing, no person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The Duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

B. Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring the same; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and shall deliver a copy to each of the Members. The Treasurer shall also cause the books of account to be reviewed annually by a certified public accountant who shall prepare a report thereof to the Association.

ARTICLE IX COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws, and shall appoint other committees as deemed appropriate.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the

Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI ASSESSMENTS

As provided in the Declaration, each Member is obligated to pay to the Association annual assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be considered delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest allowable rate for the State of Oklahoma per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclosure the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: Rushbrooke South Homeowners Association, Inc.

ARTICLE XIII AMENDMENTS AND CONFLICTS

Section 1. These By-Laws may be amended by a vote of two-thirds (2/3) of the votes cast by the Members at a regular or special meeting, or by a majority of the total number of Members entitled to vote whichever number is less. Such vote may be either in person or by proxy. If an amendment to the By-Laws is to be considered at a regular or special meeting of the Members, the Board of Directors shall cause notice in writing to be given to all Members of the proposed amendment to be voted on at the meeting, and such notice shall contain or be accompanied by a copy or summary of the amendment to be considered.

Section 2. In the case of any conflict between the provisions of the Articles of Incorporation and these By-Laws, the provisions of the By-Laws shall control, and in any case of any conflict between the provisions of the Declaration and these By-Laws, the provisions of the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the undersigned, being the Directors of **Rushbrooke South Homeowners Association, Inc.** has hereunto set our hands this _____ day of March, 2010.



John A. Laizure



John D. Lee, Jr.



Russell D. Cozort

EXHIBIT "C"

RECORDED SUBDIVISION PLAT

TULSA COUNTY CHINA BAKELIN WELSON
 Receipt # 972052 02/19/08 11:22:35
 Fee 33.00

Basis of Bearings
 N 0° 00' 00" E ALONG THE WEST LINE OF "NEW
 GREEK CREEK" AS SHOWN ON THE PLAT OF "NEW
 GREEK CREEK" IN TULSA COUNTY, OKLAHOMA,
 RECORDED AS PLAT NO. 4394.

Monumentation
 ALL CORNERS SHALL BE MONUMENTED WITH
 4" X 4" X 1/2" STEEL PIN WITH A PLASTIC CAP
 SHOWN AND SET IN ALL CORNERS.

Benchmark
 S.A. 1000.00' - SET IN CONCRETE SET IN
 ELEV. = 502.55 (NOV 1955).

STANDARD METHOD OF ADJUSTMENTS
 SHALL BE USED IN ALL ADJUSTMENTS
 WITH THE RULES OF DISTRIBUTION
 400-400-001

Legend

1/4" E BOUNDARY LINE
 FRAC AND LARGER FRACTIONS
 H/A UNITS OF 1/40 ACRES
 50/4 POINT OF BEGINNING
 OVERLAND BOUNDARY EXHIBIT
 1/4" W RIGHT OF WAY
 T/C M TRAFFIC CONTROL MEDIAN
 W/E UTILITY EXHIBIT
 0/5 STREET ADDRESS

Notes

ALL STREET RIGHT-OF-WAY SHALL BE BIDDABLE
 AS PUBLIC STREETS BY THIS PLAT.
 ALL CORNERS SHALL BE MONUMENTED
 AT THE TIME THIS PLAT WAS FILED. ADDRESSES
 ARE SUBJECT TO CHANGE, AND SHOULD NOT
 BE USED FOR MAILING PURPOSES. WATER
 AND SEWER SERVICE SHALL
 BE SUPPLIED AND MAINTAINED BY THE CITY
 OF BROKEN ARROW.

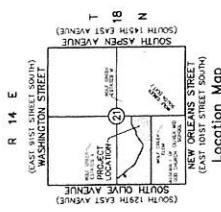
Rushbrooke South

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
 BEING A PART OF THE N/2 SW/4 OF SECTION TWENTY-ONE (21), TOWNSHIP
 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

Owner/Developer
 RUSHBROOKE DEVELOPMENT, LLC
 8110 S. WILSON AVENUE, SUITE 100
 TULSA, OKLAHOMA 74133
 (918) 461-9772
 BR-04-000005

Engineer/Surveyor
 BRYAN W. WELSON, INC. SURVEYOR
 1813 WEST 10TH STREET
 BROKEN ARROW, OKLAHOMA 74012
 (918) 253-2337
 C.A. 23442, EXPIRES JUNE 30, 2009

PLAT NO.
6185



Location Map
 SCALE: 1"=2000'

Sectional Corner One Hundred
 & Five (105) Lots in Two (2) Blocks
 of Section Twenty-One (21)
 Block 1 contains 10 lots
 Block 2 contains 45 lots
 Block 3 contains 11 lots
 Block 4 contains 25 lots
 42.73 Acres



COUNTY OF TULSA
 I, Bryan W. Welson, Public Surveyor, do hereby certify that
 the above and back pages contain a true and correct
 copy of the original plat as filed with me in my office.

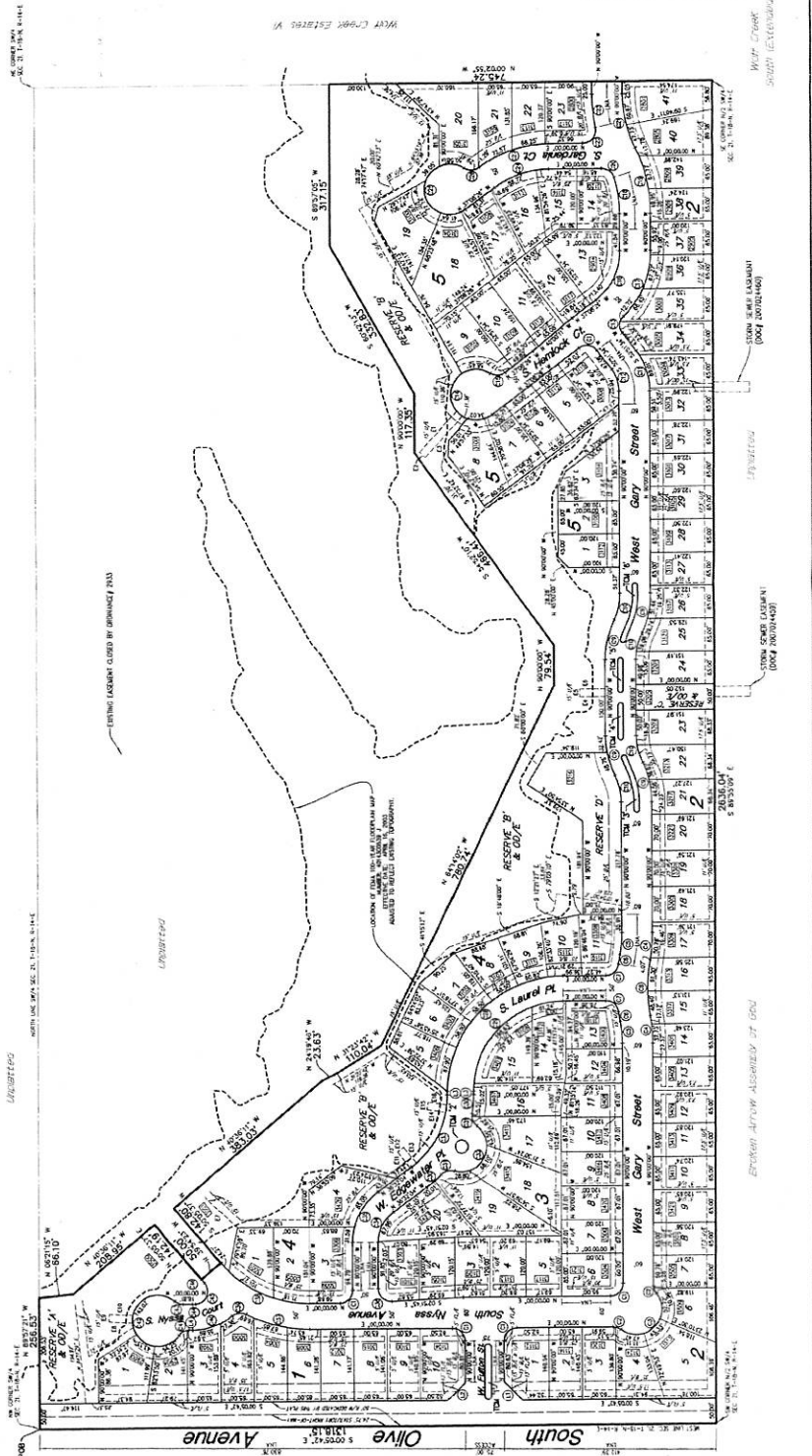
Dated this 17th day of February, 2008.
 Bryan W. Welson, Public Surveyor

APPROVED TO FILE BY THE CITY
 Council of the City of Broken Arrow
 Oklahoma
 Mayor: [Signature] Vol. 6-24-08
 Mayor: [Signature] Vol. 6-24-08
 Mayor: [Signature] Vol. 6-24-08

CERTIFICATE

I hereby certify that all first class taxes involved in
 this plat have been paid in full to the City of
 Broken Arrow, Oklahoma, and that the same have been
 recorded in full to the City of Broken Arrow, Oklahoma.
 This certificate is NOT to be construed as payment of
 taxes. The City of Broken Arrow, Oklahoma, may file
 any tax lien for taxes due on this plat.

Dated: February 17, 2008
 Title County Clerk
 [Signature]



8662
 Rushbrooke South
 Plat No. 6185
 Date Filed: February 27, 2008

THIS PLAN IS A COPY OF THE ORIGINAL PLAN AS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF TULSA, OKLAHOMA, RECORD NUMBER 2015-01232-09. THE ORIGINAL PLAN IS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF TULSA, OKLAHOMA, RECORD NUMBER 2015-01232-09.

Basis of Bearings

BEARINGS AND DISTANCES ARE BASED ON THE MERIDIAN OF GREENWICH, AS SHOWN ON THE MAP. THE LINE OF "WOLF CREEK" ESTABLISHED BY A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, RECORDED AS PLAT NO. 4314.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET BY THE SURVEYOR AND ARE TO BE MAINTAINED AS SUCH BY THE OWNER. ALL CORNERS ARE TO BE SET BY THE SURVEYOR AND ARE TO BE MAINTAINED AS SUCH BY THE OWNER.

ADS Benchmark

ADS BENCHMARK IS A 1.5" DIA. ALUMINUM ROD, 10' LONG, SET IN CONCRETE. THE BENCHMARK IS TO BE MAINTAINED AS SUCH BY THE OWNER.

Stormwater Detention Determination

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH THE INFLUENCE OF SELECTION OF ELEVATION.

Notes

STREET RIGHT-OF-WAY ADJACENT TO SOUTH WILSON AVENUE AND WEST 10TH STREET, BROKEN ARROW, OKLAHOMA, IS TO BE MAINTAINED BY THE CITY OF BROKEN ARROW.

ADDRESSES SHOWN ON THIS PLAN WERE ACQUIRED AT THE TIME THIS PLAN WAS FILED. ADDRESSES SHOULD BE VERIFIED BY THE OWNER AND SHOULD BE CORRECTED IF NECESSARY.

ALL UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER, GAS, ELECTRIC, AND TELEPHONE, ARE TO BE MAINTAINED BY THE CITY OF BROKEN ARROW.

SEWERAGE SHALL BE CONSTRUCTED BY THE DEVELOPER ALONG ALL STREET FRONTAGES ADJACENT TO A RESERVE AREA. OTHERWISE, THE BURDEN ON FRONTAGE SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.

Floodplain Data

FEMA FLOODPLAIN MAP NO. 14-00-0220P, DATED OCTOBER 16, 2012. REVISED FLOODPLAIN MAP FOR FEMA CASE NO. 14-00-0220P. EFFECTIVE DATE OF FLOODING: JUNE 22, 2015.

Rushbrooke North Blocks 7-8

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, BEING A PART OF THE N2 SW1/4 OF SECTION TWENTY-ONE (21), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

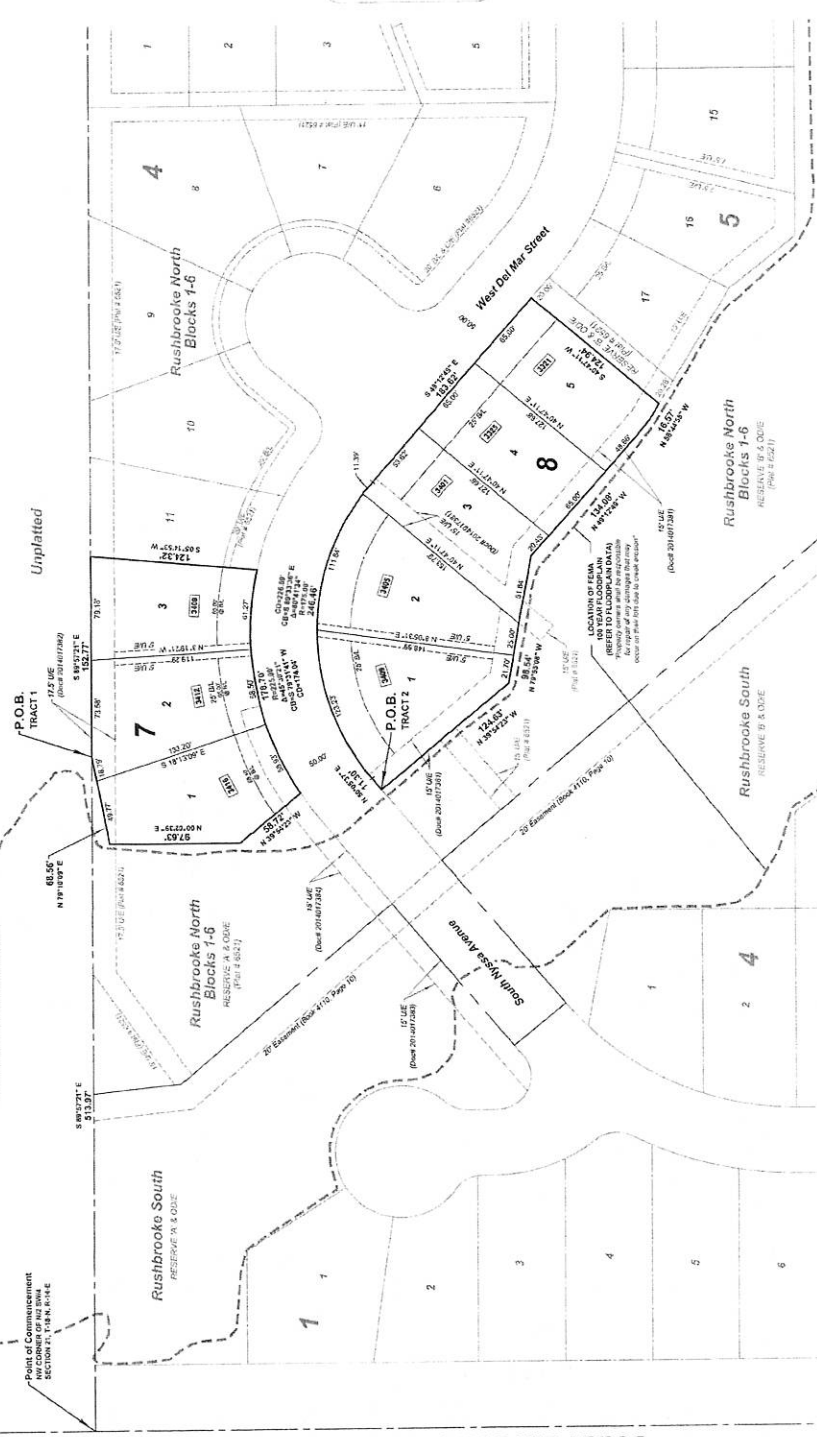
Owner / Developer
HURDISCO DEVELOPMENT LLC
2100 NORTH HILLCREST COURT, SUITE 111A
BROKEN ARROW, OKLAHOMA 74012
PHONE: (405) 231-2025
FAX: (405) 231-2025
WWW.HURDISCO.COM

Engineer
ROBERTSON CONSULTING LLC
2100 NORTH HILLCREST COURT, SUITE 111A
BROKEN ARROW, OKLAHOMA 74012
PHONE: (405) 231-2025
FAX: (405) 231-2025
WWW.ROBERTSONCONS.COM

Surveyor
FRITZ LAND SURVEYING LLC
207 EAST 7TH STREET
BROKEN ARROW, OKLAHOMA 74012
PHONE: (405) 231-2025
FAX: (405) 231-2025
WWW.FRITZLANDSURVEYING.COM

Backflow Preventer Valve & Base Flood Elevation Table

BLOCK	VALVE	ELEVATION	VALVE	ELEVATION
1	1	52.11	1	52.11
2	2	52.11	2	52.11
3	3	52.11	3	52.11
4	4	52.11	4	52.11
5	5	52.11	5	52.11
6	6	52.11	6	52.11
7	7	52.11	7	52.11
8	8	52.11	8	52.11
9	9	52.11	9	52.11
10	10	52.11	10	52.11
11	11	52.11	11	52.11
12	12	52.11	12	52.11
13	13	52.11	13	52.11
14	14	52.11	14	52.11
15	15	52.11	15	52.11
16	16	52.11	16	52.11
17	17	52.11	17	52.11
18	18	52.11	18	52.11
19	19	52.11	19	52.11
20	20	52.11	20	52.11



Subdivision Statistics

SUBDIVISION CONTAINS EIGHT BLOCKS IN TWO (2) BLOCKS:
BLOCK 7
BLOCK 8

LOTS: 160
ACRES: 1.60

CHORD BEARING: N 73° 02' 51.97" E 116.64 ACRES

Legend

CD - CHORD BEARING
D - DISTANCE
C - CURVE CENTER
R - CURVE RADIUS
L - CURVE LENGTH
T - CURVE TANGENT

CERIFICATE

I hereby certify that all road estate taxes involved in this plat have been paid as reflected by the current tax statements on file with the County of Tulsa. The amount of \$22,400.00 per tract parcel is to be applied to 2015 taxes. This certificate is NOT to be construed as a guarantee of the accuracy of the information given in order that this plat may be properly recorded.

Dated: _____
By: _____
Tulsa County Clerk

STATE OF OKLAHOMA
COUNTY OF TULSA

APPROVED: _____
CITY CLERK

APPROVED: _____
CITY CLERK

APPROVED: _____
CITY CLERK

APPROVED: _____
CITY CLERK

APPROVED: _____
CITY CLERK

APPROVED: _____
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APPROVED: _____
CITY CLERK

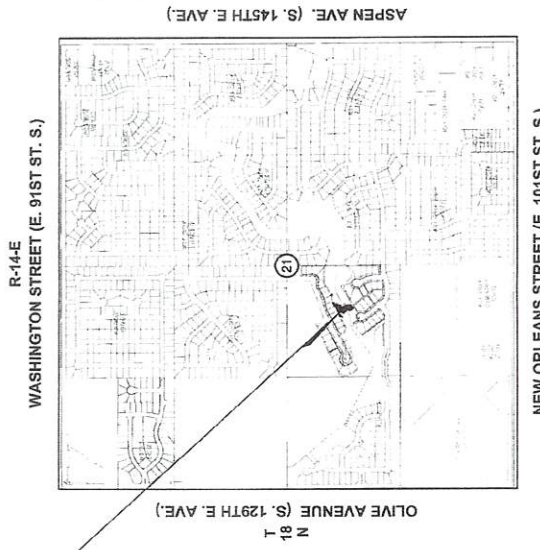
APPROVED: _____
CITY CLERK

EXHIBIT "D"

NET'D CONSTRUCTION DOCUMENTS



RUSHBROOKE DRAINAGE AND EROSION CONTROL RUSHBROOKE SUBDIVISION



DESCRIPTION	SHEET
TITLE SHEET	1
OVERALL PLAN	2
TYPICAL SECTIONS	3
TRM DETAILS	4
TRM DETAILS	5
ODOT DETAILS R1, R2, R3	6-8

BROKEN ARROW CITY COUNCIL	
MINISTER	ORAG THURMOND
VICE MAYOR	JOSEPH W. WOOD
MEMBER-WARD ONE	DEBRA WAREE
MEMBER-WARD THREE	MIKE LESTER
MEMBER-AT LARGE	JOHNNIE PARKS

APPROVED

Kenneth D. Schwab DATE 06-11-18
 KENNETH D. SCHWAB, P.E., CFM
 ASSISTANT CITY MANAGER-OPERATIONS

RECOMMENDED FOR APPROVAL

Alex Miller DATE 6-11-18
 ALEX MILLER, P.E., CFM
 DIRECTOR OF ENGINEERING & CONSTRUCTION

Rocky Henkel DATE 6/14/2018
 ROCKY HENKEL
 ACTING DIRECTOR OF STREETS/STORMWATER



John H. Herbert DATE 6/14/2018
 JOHN H. HERBERT, P.E.
 ENGINEER OF RECORD

SURVEY CONTROL DATA	
1. HORIZONTAL CONTROL MONUMENTS	OKLAHOMA STATE PLANE COORDINATE SYSTEM - LAMBERT NORTH PROJECTION
2. BASIS OF BEARINGS:	LOCAL GRID BEARING
3. VERTICAL CONTROLS (BM):	NAVD 1988
4. SECTION NUMERICAL DESCRIPTION (S-T-R):	SECTION 21, T-18-N, R-14-E

BEFORE YOU DIGI CALL OKIE 1-800-522-6543

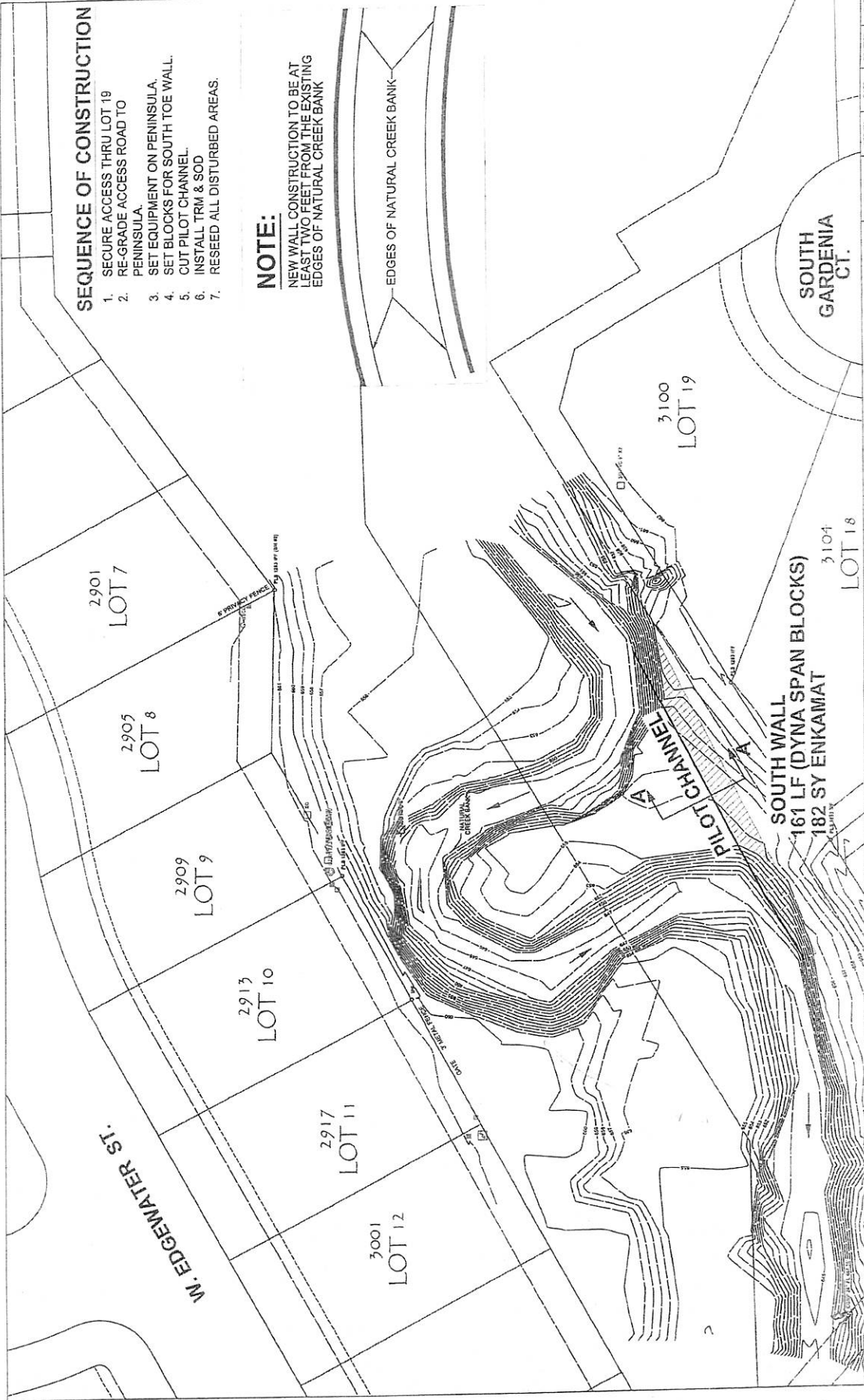
UTILITIES LOCATION SHOWN ON PLAN AND PROFILE WERE OBTAINED FROM INFORMATION PROVIDED BY UTILITY SYSTEM OWNER IN CONNECTION WITH EXISTING PHYSICAL FEATURES VISIBLE AT THE TIME OF THE TOPOGRAPHIC SURVEY. LOCATIONS MUST BE VERIFIED BY THE SUBSCRIBER PRIOR TO CONSTRUCTION.

UTILITY CONTACTS	
CITY OF BROKEN ARROW, OKLAHOMA 485 N. POPLAR AVE. BROKEN ARROW, OKLAHOMA 74012 (918) 259-7000 EXT. 5250 (918) 251-3388 (TDD)	CITY OF BROKEN ARROW, OKLAHOMA 485 N. POPLAR AVE. BROKEN ARROW, OKLAHOMA 74012 (918) 259-7000 EXT. 5250 (918) 251-3388 (TDD)
CITY OF BROKEN ARROW, OKLAHOMA STREETS/STORMWATER, ROCKY HENKEL, P.E. 2200 S. 15TH PLACE BROKEN ARROW, OKLAHOMA 74012 (918) 259-7000 EXT. 5250 (918) 251-3353 (TDD)	OKLAHOMA WATER, GAS (OWG) RELATIONS ATTN: TIM HELED 5488 EAST 15TH STREET BROKEN ARROW, OKLAHOMA 74012 (918) 831-8387 (918) 723-4881 (TDD)
OKLAHOMA WATER, GAS (EXISTING DIST.) ATTN: CORY HANCOCK 1181 E. 51ST STREET TULSA, OK 74146 (918) 786-6658 (918) 488-4818 (TDD)	OKLAHOMA WATER, GAS (EXISTING DIST.) ATTN: JIM WELSON 7725 S. W. 124TH BROKEN ARROW, OKLAHOMA 74012 (918) 451-3814 (918) 553-2912 (918) 247-8166 (TDD)
WINDSTREAM COMMUNICATIONS ATTN: GEORGE WHITE 1000 S. W. 124TH BROKEN ARROW, OKLAHOMA 74012 (918) 551-1855 (TDD)	REP / FSO ATTN: JIM WELSON 7725 S. W. 124TH BROKEN ARROW, OKLAHOMA 74012 (918) 553-2912 (918) 247-8166 (TDD)

CONVENTIONAL SYMBOLS	
SECTION LINES	PROPOSED ROAD
	RIGHT-OF-WAY LINES - NEW
	RIGHT-OF-WAY LINES - EXISTING
	FENCES
	OVERHEAD ELECTRIC LINES
	OVERHEAD TELEPHONE LINES
	SANITARY SEWERS
	GAS LINES
	WATER LINES
	UNDERGROUND TELEPHONE LINES
	CABLE TELEVISION LINES
	STORM SEWER
	UNDERGROUND CABLE TELEVISION LINES
	UNDERGROUND ELECTRIC

PROJECT LOCATION SECTION 21, T-18-N, R-14-E, TULSA COUNTY
ENGINEERING & CONSTRUCTION DEPARTMENT
485 NORTH POPLAR AVENUE
BROKEN ARROW, OK. 74012

CITY OF BROKEN ARROW STANDARD CONSTRUCTION SPECIFICATIONS, AUGUST 19, 1999, SHALL GOVERN ALL CONSTRUCTION AS SUPPLEMENTED BY OKLAHOMA STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION, APPROVED BY THE DEPARTMENT OF TRANSPORTATION, 2009.



SEQUENCE OF CONSTRUCTION

1. SECURE ACCESS THRU LOT 19
2. RE-GRADE ACCESS ROAD TO PENINSULA.
3. SET EQUIPMENT ON PENINSULA.
4. SET BLOCKS FOR SOUTH TOE WALL.
5. CUT PILOT CHANNEL.
6. INSTALL TRIM & SOD.
7. RESEED ALL DISTURBED AREAS.

NOTE:

NEW WALL CONSTRUCTION TO BE AT LEAST TWO FEET FROM THE EXISTING EDGES OF NATURAL CREEK BANK

EDGES OF NATURAL CREEK BANK

REVISION	DATE	BY	CHKD	DATE	BY
1					
2					
3					
4					
5					
6					
7					

SCALE	DATE	BY	CHKD	DATE	BY
1" = 100'					
1" = 200'					
1" = 400'					
1" = 800'					
1" = 1600'					

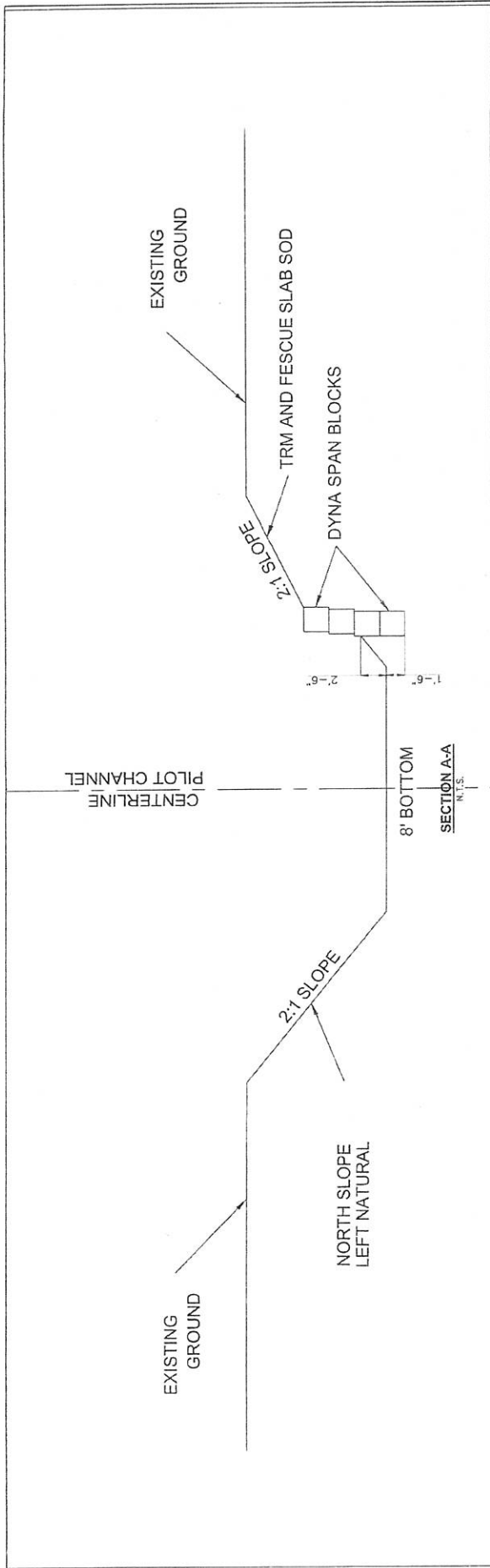
OVERALL PLAN

RUSHBROOKE DRAINAGE AND EROSION CONTROL



CITY OF **BROKEN ARROW**
Where opportunity lives

DATE	REVISIONS



PAY QUANTITIES				
ITEM	SPEC NO.	DESCRIPTION	UNIT	QUANTITY
1	230(C)	SOLID SLAB SOD	S.Y.	182
2	303	AGGREGATE BASE TYPE "A"	C.Y.	9
3	414	CLASS "A" CONCRETE, 3,000 PSI, FOR DYNA SPAN BLOCKS	C.Y.	55
4	228.6	TURF REINFORCEMENT MAT	S.Y.	182
5	230	FESCUE SLAB SOD	S.Y.	1,866
6	232	HYDROMULCH	S.Y.	6,800
7			L.F.	734

DATE	DATE	DATE	DATE	DATE
11/19	11/19	11/19	11/19	11/19
DESIGNED	DRAWN	CHECKED	APPROVED	PROJECT MANAGER
JRH	JRH	JRH	JRH	JRH
SHEET	SHEET	SHEET	SHEET	SHEET

SCALE
 HORIZ
 VERT
 PLAN AND SECTION
 SHEET

TYPICAL SECTIONS

RUSHBROOKE DRAINAGE AND EROSION CONTROL



SITE PREPARATION NOTES

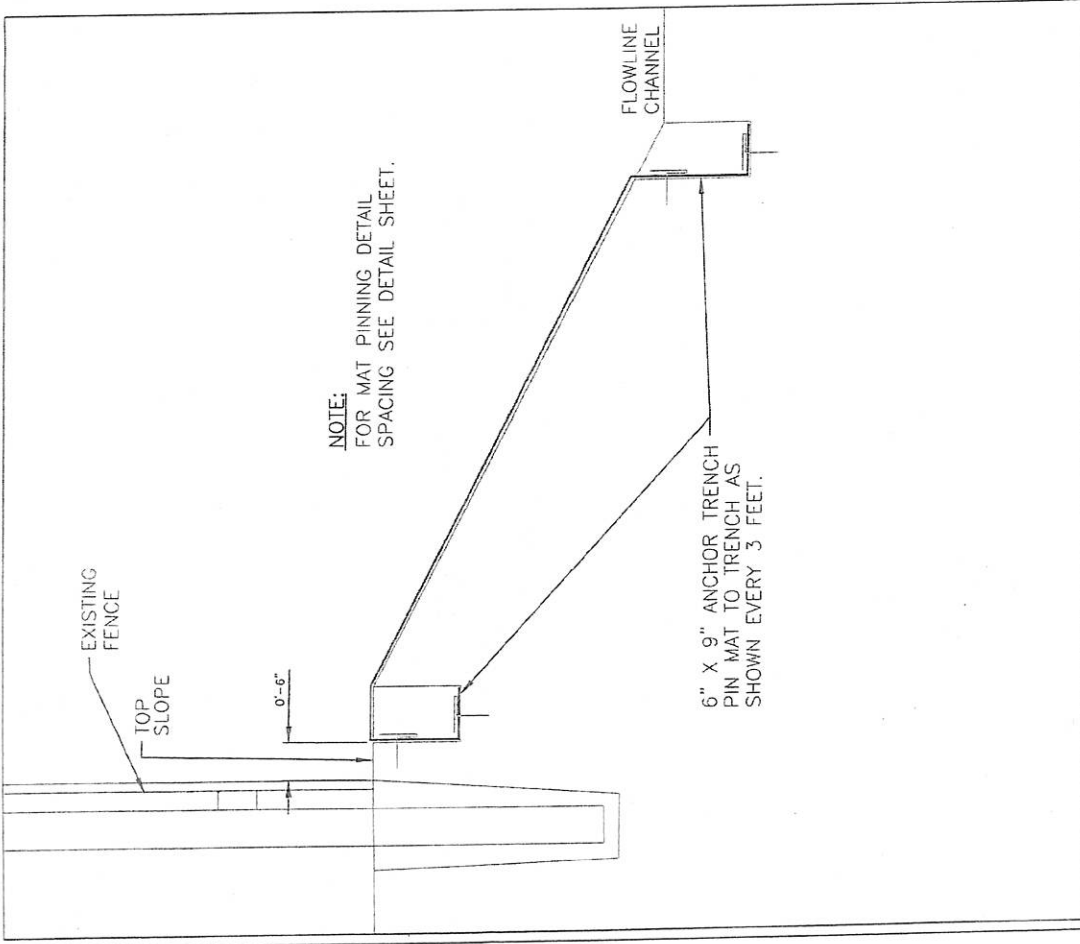
FOR BOTH SLOPE AND CHANNEL APPLICATIONS, THE SITE MUST BE SHAPED TO THE DESIGN SPECIFICATIONS (GRADE, GEOMETRY, SOIL COMPACTION, ETC.) THE AREA SHOULD THEN BE DRESSED TO BE FREE OF SOIL CLOUDS, CLUMPS, ROOTS, STUMPS, ROCKS, OR VEHICLE IMPRINTS OF ANY SIGNIFICANT SIZE THAT WOULD PREVENT TRM FROM LYING FLUSH TO SURFACE CONTOURS.

ANCHOR TRENCH NOTES

ANCHOR TRENCHES ARE REQUIRED TO SECURELY FASTEN THE TRM TO THE GROUND SURFACE AND TO PREVENT UNDERMINING FROM EROSION BEYOND THE PROTECTED ZONE. ANCHOR TRENCHES ARE INSTALLED AT LEAST 3 FEET BEYOND THE CREST OF THE SLOPE IN A SLOPE APPLICATION. IN CHANNEL APPLICATIONS, THE INITIAL ANCHOR TRENCH IS INSTALLED AT THE BEGINNING OF THE CHANNEL (LOWEST ELEVATION) AND INTERMEDIATE CHECK SLOTS ARE SPACED AT APPROXIMATELY 50 FOOT INTERVALS UPSTREAM—DEPENDENT ON FLOW CONDITIONS AND WHETHER OR NOT THE TRM IS SOIL FILLED. THE ANCHOR TRENCH/INTERMEDIATE CHECK SLOTS SHOULD BE AT LEAST 6-9 INCHES WIDE AND 6-9 INCHES DEEP. THE TRM IS INSTALLED INTO THE TRENCH AND FASTENED AT THE BOTTOM OF THE TRENCH WITH STAPLES/PINS SPACED 3 FEET APART (MAXIMUM). THE ANCHOR TRENCH/INTERMEDIATE CHECK SLOTS ARE THEN BACK FILLED AND COMPACTED IN A MANNER THAT DOES NOT DAMAGE THE TRM.

INSTALLATION NOTES

ONCE ANCHORED, DEPLOY THE TRM BY ROLLING DOWN THE SLOPE OR UP THE CHANNEL. OVERLAPS (EDGE TO EDGE) BETWEEN THE ROLLS SHOULD BE 3 TO 4 INCHES. THE (END TO END) SPICE BETWEEN ROLLS SHOULD BE 2 TO 3 FEET AND SHINGLED IN THE DIRECTION OF THE WATER FLOW. ALWAYS SECURELY FASTENING TO THE GROUND THE EDGES OF THE TRM AND OVERLAPS WITH INTERVALS OF 3 FEET (TO 5 FEET, DEPENDING ON THE GEOMETRY OF THE SLOPE OR CHANNEL). SECURELY FASTEN DOWN THE CENTER OF EACH ROLL STAGGERING CENTERLINE FASTENERS BETWEEN THE OUTSIDE FASTENERS WITH A SPACING INTERVAL OF 3 TO 6 FEET. ANCHORING PATTERNS WILL VARY DEPENDING UPON APPLICATION, SOIL TYPE, SLOPE OR CHANNEL SLOPE, GEOMETRY, ETC. RATHER THAN TRY TO DETERMINE THE ANCHORAGE ON A PROJECT BY PROJECT BASIS, IT HAS BECOME STANDARD PRACTICE TO RELY ON EMPIRICALLY DERIVED CHARTS, SUCH AS CHART 1 AND 2 AS SHOWN IN ANOTHER DETAIL.



NOTE:
FOR MAT PINNING DETAIL
SPACING SEE DETAIL SHEET.

6" X 9" ANCHOR TRENCH
PIN MAT TO TRENCH AS
SHOWN EVERY 3 FEET.

DATE	REVISION	SCALE	ISSUED	DATE	DATE	DATE	DATE
		AS SHOWN	DATE	DATE	DATE	DATE	DATE

TRM DETAILS

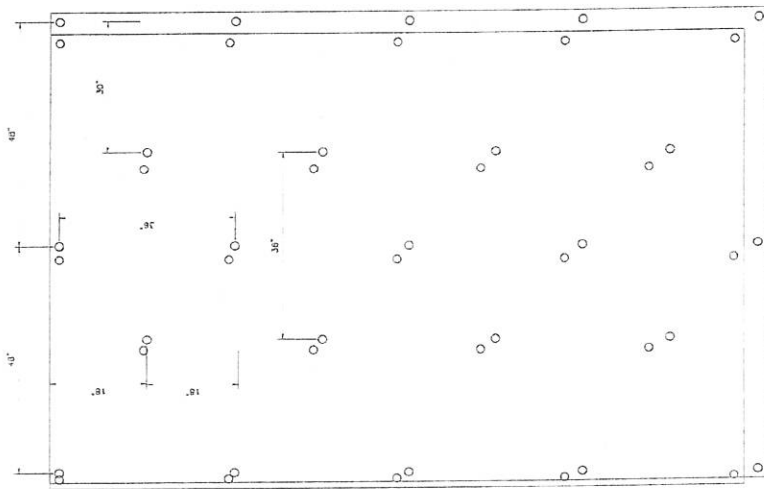
RUSHBROOKE DRAINAGE AND EROSION CONTROL



CITY OF
BROKEN ARROW
Where opportunity lives

DATE	REVISION

STAPLE PATTERNS FOR SLOPES AND CHANNELS
LESS THAN 3:1

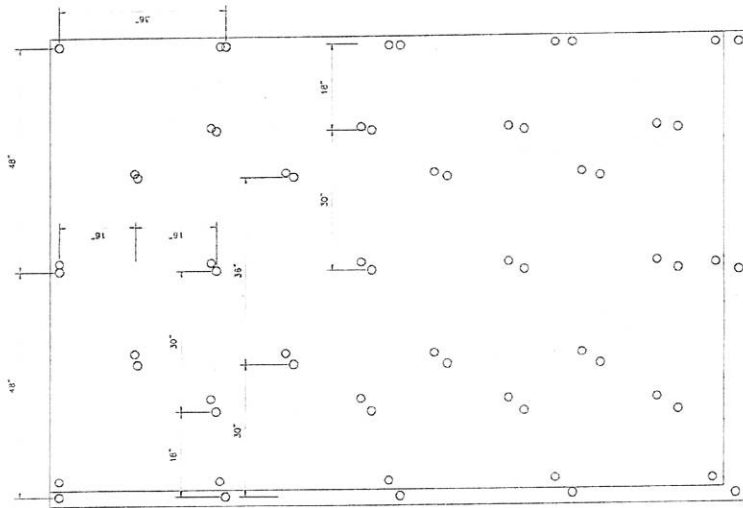


1.5 TO 2 STAPLES PER SY.

FOR HYDRO-MULCHING INSTALL TRM. THEN
SPRAY ON TOP OF THE TRM.

SEE ODOT STDS. - R1,R2,R3

STAPLE PATTERNS FOR SLOPES AND CHANNELS
GREATER THAN 3:1



2.5 TO 3 STAPLES PER SY

TRM: PROPEX "PYRAMAT" OR
APPROVED EQUAL.

FOR SOD INSTALL THE TRM. THEN FILL WITH
SOIL AND COMPACT. THEN PLACE SOD ON TOP
AND STAKE IN PLACE

DATE

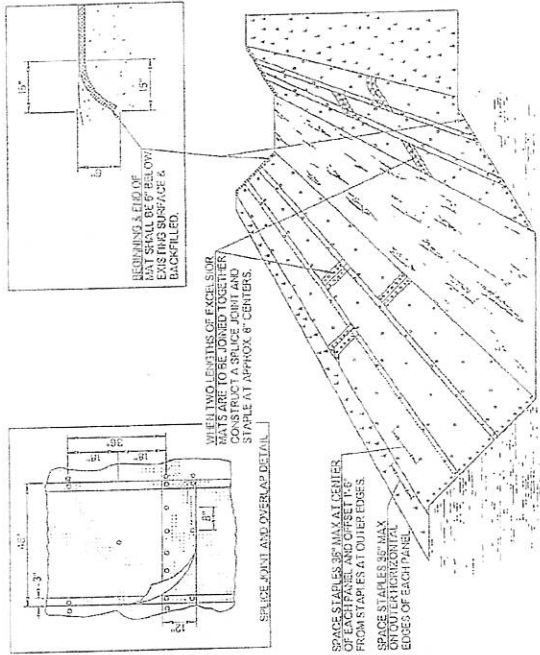
BY



**RUSHBROOKE DRAINAGE
AND EROSION CONTROL**

TRM DETAILS

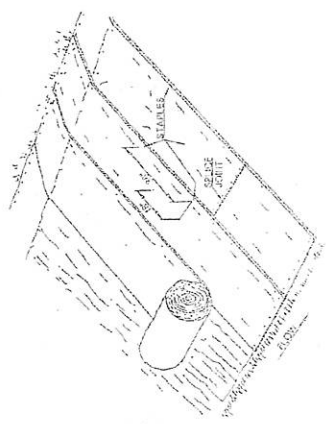
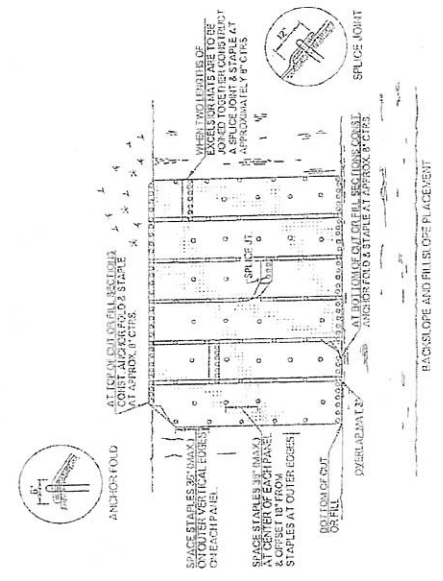
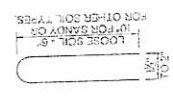
SCALE	DATE	DATE	DATE
1"=40'	3/16	3/16	3/16
1"=40'	3/16	3/16	3/16
1"=40'	3/16	3/16	3/16
1"=40'	3/16	3/16	3/16



GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT STANDARD SPECIFICATIONS.
2. THIS STANDARD DRAWING SHALL BE USED IN CONJUNCTION WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
3. EXCEEDING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

BASIS OF PAYMENT		
ITEM NO.	UNIT	QTY
	E/25 SQUARE YARD	

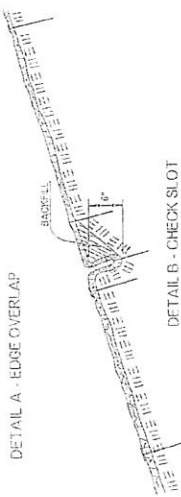


PROJ. NO. 100101010
 DRAWN BY: [Signature]
 DATE: 04/16/15
 CHECKED BY: [Signature]
 DATE: 04/16/15
 PROJECT: [Project Name]
 100101010

DATE	
BY	
REVISION	

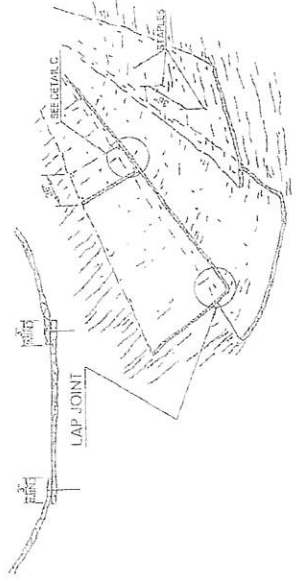


DETAIL A - EDGE OVERLAP



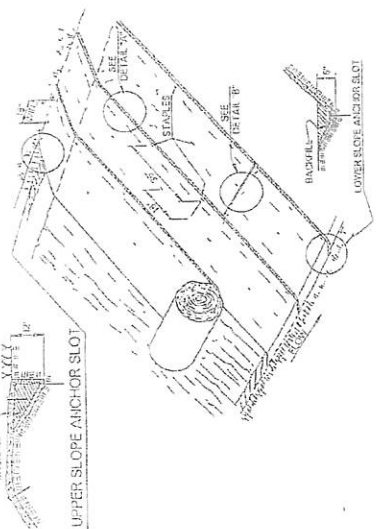
DETAIL B - CHECK SLOT

ALL SURFACES TO BE PROTECTED WITH HILTI DIMENSION CONTROL MAT. PRIOR TO INSTALLATION, THE SURFACE SHALL BE CLEANED AND FREE OF ROCKS OR OBSTRUCTIONS WHICH WOULD PREVENT THE MAT FROM LAYING IN DIRECT CONTACT WITH THE SOIL SURFACE.



DETAIL OF DITCH PLACEMENT

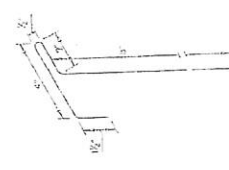
IF THE DITCH IS TO BE PROTECTED WITH HILTI DIMENSION CONTROL MAT, THE MAT SHALL BE INSTALLED WITH A 3" OVERLAP ON BOTH SIDES OF THE DITCH. THE MAT SHALL BE INSTALLED WITH A 3" OVERLAP ON BOTH SIDES OF THE DITCH.



UPPER SLOPE ANCHOR SLOT

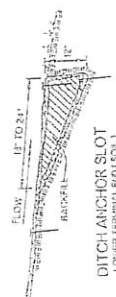
DETAIL OF SLOPE PLACEMENT

WHEN PLACING MAT ON SLOPES, THE TOP END SHALL BE BURIED AT LEAST 12" INTO THE SOIL. THE MAT SHALL BE INSTALLED WITH A 3" OVERLAP ON BOTH SIDES OF THE ANCHOR SLOT. THE MAT SHALL BE SECURED IN THE ANCHOR SLOT BY STAPLES PRIOR TO BACKFILLING THE SLOT. THE BACKFILL SHALL BE PROXY COMPACTED TO THE PROPOSED FINISH GRADE WITH A ROLLER OR OTHER TYPE MATERIALS. THE MAT SHALL BE INSTALLED VIA MANHOLE THAT WILL ALLOW THE CORNER OF THE MAT TO OVERLAP THE PREVIOUS LAND STRIP. LAP JOINTS OF 3" SHALL BE USED ON SLOPES EXCEEDING SIX FEET INSLOPE LENGTH. 5" CIP CHECK SLOTS SHALL BE INSTALLED EVERY 35 FEET AND THE MAT SECURED IN THE CHECK SLOT BY STAPLES.

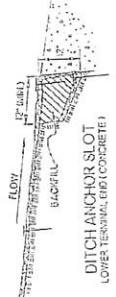


T STAPLE DETAIL

STAPLES SHALL BE INSTALLED IN THE MAT AT THE CORNER OF THE MAT TO OVERLAP THE PREVIOUS LAND STRIP. THE STAPLES SHALL BE INSTALLED WITH A 3" OVERLAP ON BOTH SIDES OF THE ANCHOR SLOT. THE STAPLES SHALL BE INSTALLED WITH A 3" OVERLAP ON BOTH SIDES OF THE ANCHOR SLOT.



DITCH ANCHOR SLOT LOWER TERMINAL END (CONCRETE)



DITCH ANCHOR SLOT LOWER TERMINAL END (CONCRETE)

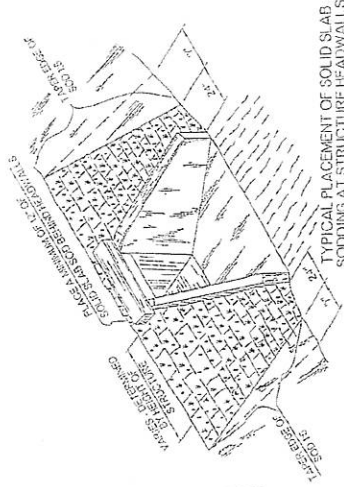


DITCH ANCHOR SLOT UPPER TERMINAL END (SOIL)

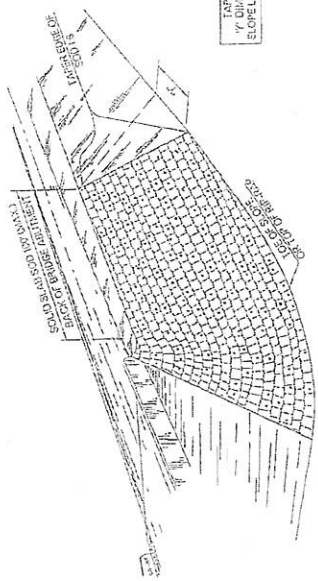
CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE AREA UP TO THE ENTIRE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE AREA UP TO THE ENTIRE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE AREA UP TO THE ENTIRE PROJECT.

BASIS OF PAYMENT	
ITEM NO.	UNIT
224	37
225	37

APPROVED BY: *Colin A. [Signature]*
 PROJECT MANAGER: [Signature]
 HILTI



TYPICAL PLACEMENT OF SOLID SLAB SODDING AT STRUCTURE HEADWALLS

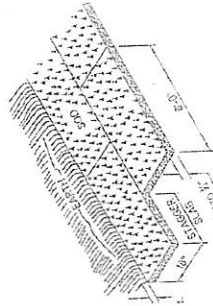


TYPICAL PLACEMENT OF SOLID SLAB SODDING ON FILL SLOPES, APPROACHES TO OVERPASSES AND BRIDGES.

TAPER NOTE
 WITH SLOPE OF 1:1
 SLOPE LENGTH = 0.17

GENERAL NOTES

1. ALL CONSTRUCTION AND GENERAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2009 GOVT. STANDARD SPECIFICATIONS.
2. SOLID SLAB SOD SHALL BE PLACED IN HORIZONTAL ROWS WITH THE LONGEST SIDE OF EACH SLAB RUNNING PARALLEL TO THE ROADWAY. AND THE SLABS SHALL BE PLACED WITH THE LONGEST SIDE OF EACH SLAB PARALLEL TO THE ROADWAY.
3. SOD SHALL BE CUT AND HARVESTED WITH A COMMERCIAL SOD CUTTER TO THE DIMENSIONS SHOWN, THEN LOADED, TRANSPORTED AND HANDLED ON PALLETES.
4. AFTER PLACEMENT OF SOLID SLAB SOD, EARTH AT THE OUTER EDGES SHALL BE COVERED WITH A 2" MINIMUM THICKNESS OF TOP SOIL TO AT LEAST 1' ABOVE THE TOP OF THE SOLID SLAB SODDING.
5. STAKE SOD ON ALL SLOPES OF OR STEEPER, AND ON ANY AREAS THAT ARE IN SUCH CONDITION THAT THERE IS DANGER OF SOIL SLIPPING. PERFORM STAKING CONCURRENTLY WITH SOD PLACEMENT. STAKES SHALL BE SQUARE OR RECTANGULAR AND NOT LESS THAN 1 1/2 INCHES IN LENGTH OR LARGER METAL STAKES IN PLACE OF WOODEN STAKES. THE SPACING OF STAKES SHALL BE DETERMINED BY THE ENGINEER.



TYPICAL PLACEMENT OF SOLID SLAB SODDING IN DITCHES

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
210(A)	SOLID SLAB SODDING	SQ.

SOLID SLAB SODDING
 (MARCH 1 THRU AUGUST 31)

THE PLACEMENT OF SOLID SLAB SOD SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, SECTION 01050, UNLESS OTHERWISE APPROVED BY THE ENGINEER.



DYNA SPAN BLOCKS

