

PRELIMINARY PLAT  
BAZ-001624-2024, COMP-001531-2024, PUD-001623-2024

VEN

A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

Owner / Developer

BORN AGAIN RESTORED, LLC  
320 E BROADWAY AVE.  
BROKEN ARROW, OK 74012  
PHONE: (918) 280-8222

Surveyor

FRITZ LAND SURVEYING, LLC  
524 E. MAIN ST.  
JENKS, OKLAHOMA 74037  
PHONE: (918) 528-5121  
fritzlandsurveying@gmail.com  
C.A. # 5848 EXPIRES: 6-30-2026

Engineer

WESTWOOD  
110 S. HARTFORD AVENUE, STE. 2501  
TULSA, OK 74120  
PHONE: (888)-937-6150  
C.A. #5328 EXPIRES: 6-30-2027

Subdivision Statistics

SUBDIVISION CONTAINS SEVENTY-ONE (71) LOTS IN FOUR (4) BLOCKS  
AND ELEVEN (11) RESERVE AREAS.  
GROSS SUBDIVISION AREA: 472,302.6 S.F. OR 10.84 ACRES.

Basis of Bearings

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE  
COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983  
(NAD83) USING THE SOUTH LINE OF THE SW/4 OF SEC.02, T18N, R14E AS  
NORTH 88°32'10" EAST.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN  
WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

Benchmark

SET MAG NAIL IN WEST SIDE OF N. CIRCLE DR. APPROXIMATELY 33±  
SOUTH OF NORTHERN PAVEMENT TERMINATION.  
NORTHING: 394615.91  
EASTING: 2621062.04  
ELEV.: 748.55' NAVD88

Address

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE  
PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD  
NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

Floodplain Data

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY  
MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF  
BROKEN ARROW, OKLAHOMA, COMMUNITY PANEL NO. 40143C0385M -  
SEPTEMBER 30, 2016, WHICH INDICATES THE SUBJECT PROPERTY TO  
BE WITHIN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE  
THE 0.2% ANNUAL CHANCE FLOODPLAIN).

Legend

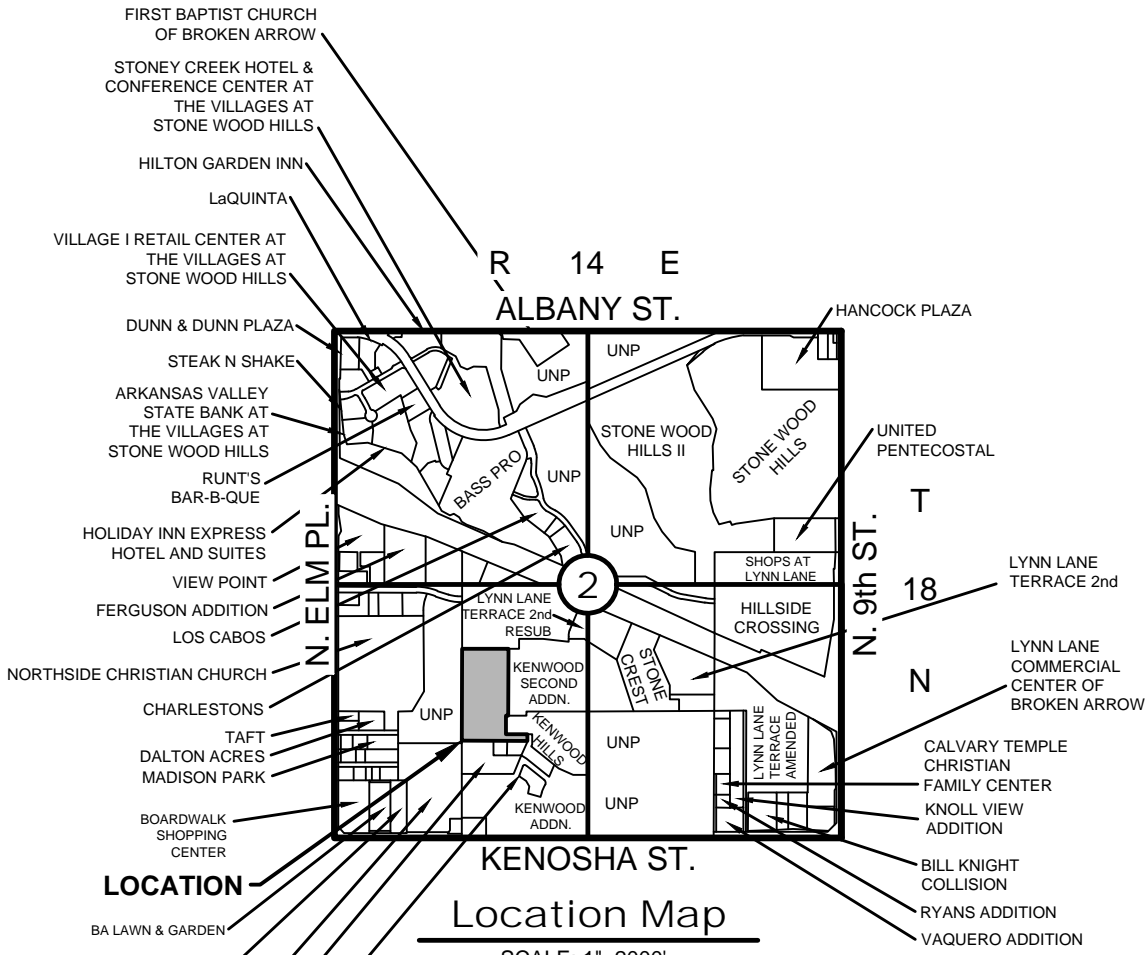
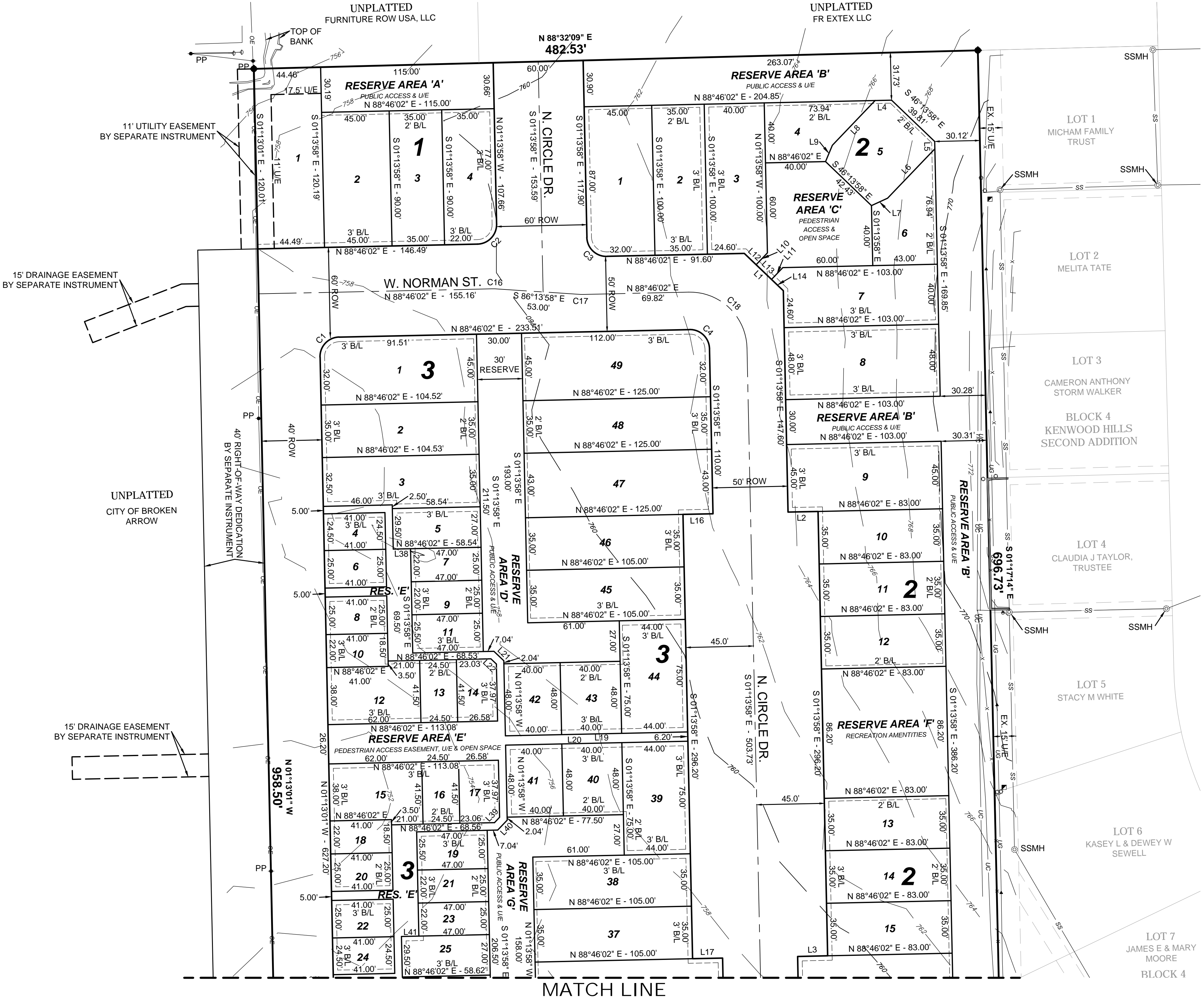
12300 = ADDRESS  
B/L = BUILDING SETBACK LINE  
EPED = ELECTRIC PEDESTAL  
ET = ELECTRIC TRANSFORMER  
FH = FIRE HYDRANT  
GM = GAS METER  
GV = GAS VALVE  
IPS = IRON PIN SET  
L.N.A. = LIMITS OF NO ACCESS  
OD/E = OVERLAND DRAINAGE EASEMENT  
PP = POWER POLE  
RCP = REINFORCED CONCRETE PIPE  
ROW = RIGHT OF WAY  
S.F. = SQUARE FEET  
SS/E = SANITARY SEWER EASEMENT  
SSMH = SANITARY SEWER MANHOLE  
ST/E = STORM SEWER EASEMENT  
STMH = STORM SEWER MANHOLE  
TPED = TELEPHONE PEDESTAL  
U/E = UTILITY EASEMENT  
WL/E = WATERLINE EASEMENT  
WV = WATER VALVE  
◆ = (REFER TO MONUMENTATION NOTE)

Line Table

LINE	BEARING	DISTANCE
L1	S 46°13'58" E	35.92'
L2	N 88°46'02" E	20.00'
L3	S 88°46'02" W	20.00'
L4	N 88°46'02" E	10.92'
L5	S 01°13'58" E	4.92'
L6	S 43°46'02" W	45.52'
L7	S 65°03'31" W	11.81'
L8	S 43°46'02" W	41.28'
L9	S 22°28'34" W	11.81'
L10	S 43°46'02" W	10.89'
L11	N 43°46'02" E	10.89'
L12	S 46°13'58" E	10.89'
L13	S 46°13'58" E	14.14'
L14	S 46°13'58" E	10.89'
L15	S 88°46'02" W	24.84'
L16	S 88°46'02" W	20.00'
L17	N 88°46'02" E	20.00'
L18	S 88°46'02" W	16.93'
L19	N 88°46'02" W	124.00'
L20	S 88°46'02" W	124.00'
L21	N 46°13'58" W	9.14'
L22	N 46°13'58" W	5.00'
L23	N 31°13'58" W	38.84'
L24	N 01°13'58" W	29.00'
L25	N 31°13'58" W	69.56'
L26	N 01°13'58" W	31.06'
L27	N 88°46'02" E	37.67'
L28	S 74°09'33" E	26.28'
L29	S 46°28'47" E	25.69'
L30	S 31°13'58" E	43.69'
L31	N 11°43'16" W	3.00'
L32	S 88°46'02" W	28.26'
L33	N 31°13'58" W	20.18'
L34	N 58°46'02" E	14.04'
L35	N 01°13'58" W	7.10'
L36	N 01°13'58" W	42.30'
L37	N 88°46'02" E	12.00'
L38	N 88°46'02" E	11.54'
L39	N 43°46'02" E	5.00'
L40	N 43°46'02" E	9.14'
L41	N 88°46'02" E	11.62'

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	13.00'	20.42'	N 43°46'31" E	18.38'
C2	13.00'	20.42'	N 43°46'02" E	18.38'
C3	13.00'	20.42'	S 46°13'58" E	18.38'
C4	13.00'	20.42'	S 46°13'58" E	18.38'
C5	50.00'	4.89'	S 01°34'15" W	4.89'
C6	50.00'	2.44'	S 02°58'42" W	2.44'
C7	13.00'	20.42'	S 43°46'02" W	18.38'
C8	75.00'	39.27'	S 73°46'02" W	38.82'
C9	25.00'	13.09'	N 73°46'02" E	12.94'
C10	13.00'	20.42'	S 46°13'58" E	18.38'
C11	75.00'	39.27'	N 73°46'02" E	38.82'
C12	25.00'	13.09'	S 73°46'02" W	12.94'
C13	13.00'	20.42'	N 46°13'29" W	18.39'
C14	25.00'	2.45'	S 01°34'15" W	2.45'
C15	75.00'	7.34'	S 01°34'15" W	7.34'
C16	50.00'	4.36'	S 88°43'58" E	4.36'
C17	50.00'	4.36'	S 88°43'58" E	4.36'
C18	38.00'	59.69'	S 46°13'58" E	53.74'
C19	50.00'	26.18'	N 73°46'02" E	25.88'
C20	50.00'	26.18'	N 73°46'02" E	25.88'



FINAL PLAT  
CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED  
BY THE TULSA METROPOLITAN AREA PLANNING  
COMMISSION ON \_\_\_\_\_

\_\_\_\_\_  
TMAPC/INCOG OFFICIAL

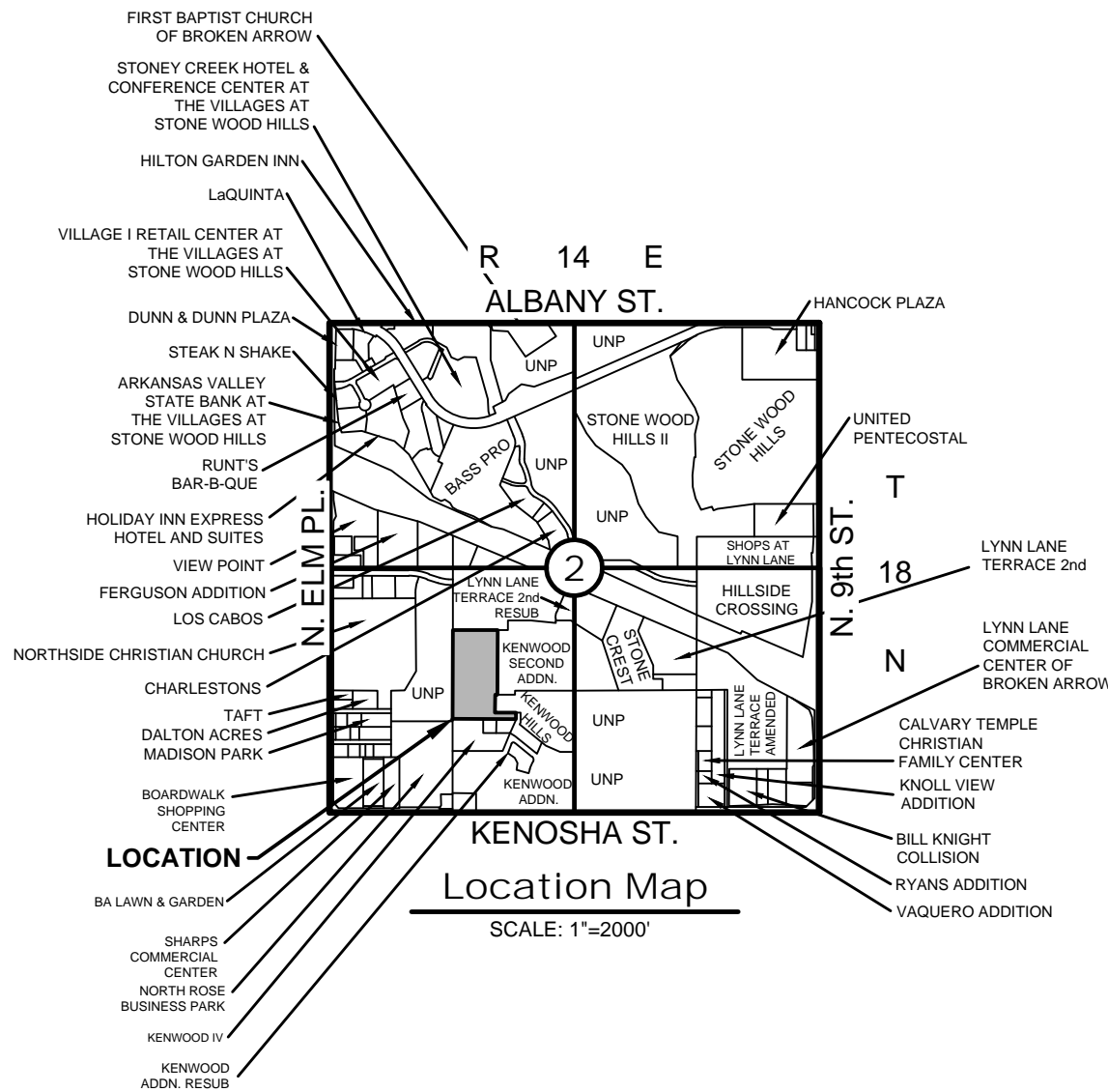
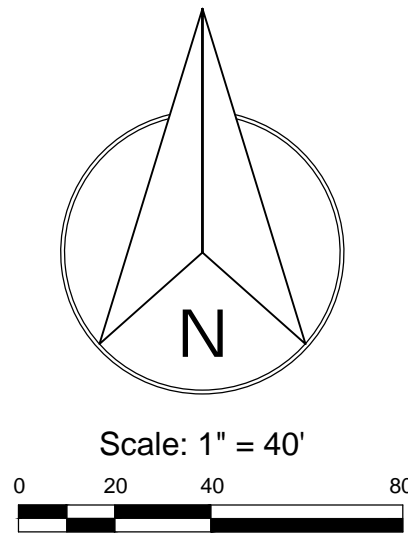
THIS APPROVAL IS VOID IF THIS PLAT IS NOT FILED IN  
THE OFFICE OF THE COUNTY CLERK ON OR BEFORE  
\_\_\_\_\_  
\_\_\_\_\_  
COUNTY ENGINEER

DRAFT FINAL  
COUNTY TREASURER STAMP  
PLAT #1

PRELIMINARY PLAT  
BAZ-001624-2024, COMP-001531-2024, PUD-001623-2024

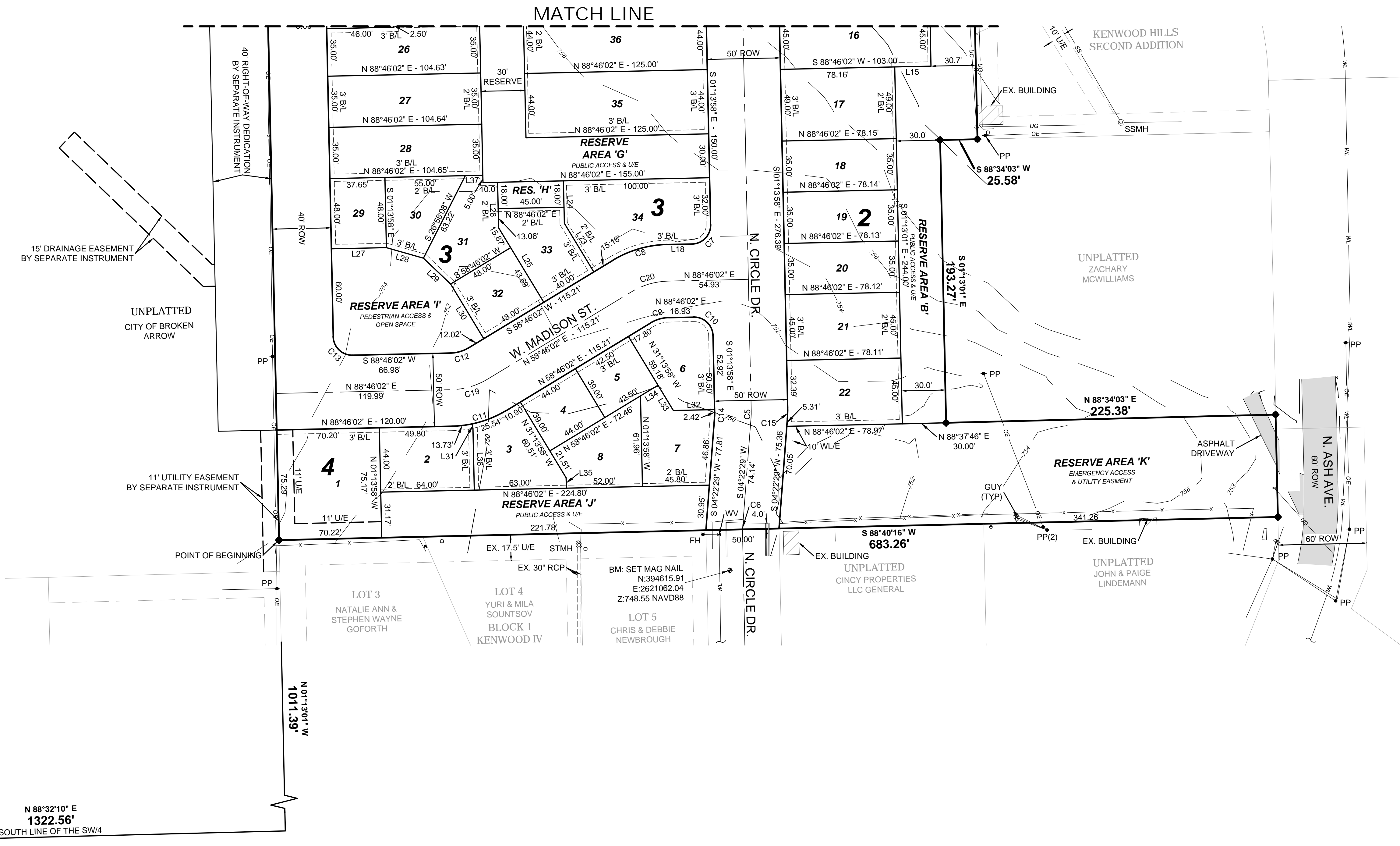
VEN

A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.



Area Table

LOT, BLOCK		SQ. FEET	ACRES	LOT, BLOCK		SQ. FEET	ACRES	
BLOCK 1	1	5341.4	0.12	BLOCK 3	10	1764.9	0.04	
	2	4050.0	0.09		11	1765.1	0.04	
	3	3150.0	0.07		12	1765.3	0.04	
	4	3113.7	0.07		13	2118.6	0.05	
5	4463.7	0.10	14		3662.0	0.08		
6	3500.0	0.08	15		3662.3	0.08		
7	4059.3	0.09	16		3662.7	0.08		
8	2190.3	0.05	17		1807.6	0.04		
9	2977.0	0.07	18		2135.1	0.05		
10	2416.6	0.06	19		2527.6	0.06		
11	4179.3	0.10	20		2097.1	0.05		
12	4944.0	0.11	21		2509.4	0.06		
13	4635.0	0.11	22		4783.7	0.11		
14	2905.0	0.07	23		5500.0	0.13		
15	2905.0	0.07	24		5500.0	0.13		
16	2905.0	0.07	25		3675.0	0.08		
17	2905.0	0.07	26		3675.0	0.08		
18	2905.0	0.07	27		3300.0	0.08		
19	2905.0	0.07	28		1920.0	0.04		
20	4635.0	0.11	29		1920.0	0.04		
21	3829.6	0.09	30		1920.0	0.04		
22	2735.0	0.06	31		1920.0	0.04		
23	2734.7	0.06	32		3300.0	0.08		
24	2734.3	0.06	33		3675.0	0.08		
25	3515.1	0.08	34		3675.0	0.08		
26	3518.7	0.08	35		5375.0	0.12		
27	5500.0	0.13	36		4375.0	0.10		
28	5500.0	0.13	37		5588.7	0.13		
BLOCK 3	1	4666.8	0.11		BLOCK 4	1	5281.7	0.12
	2	3658.3	0.08			2	2821.6	0.06
	3	3658.6	0.08			3	2685.3	0.06
	4	2056.3	0.05			4	1716.0	0.04
	5	1713.7	0.04			5	1657.5	0.04
	6	1713.9	0.04			6	2744.8	0.06
	7	1714.1	0.04			7	2746.2	0.06
	8	4391.7	0.10			8	2574.8	0.06
	9	4392.4	0.10					





PRELIMINARY PLAT  
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VEN  
DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

BORN AGAIN RESTORED, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW/4 OF SAID SECTION 2;  
THENCE NORTH 88°32'01" EAST ALONG THE SOUTH LINE THEREOF 1322.56 FEET TO THE SOUTHWEST CORNER OF THE E/2 SW/4 OF SAID SECTION 2;  
THENCE NORTH 01°17'14" WEST ALONG THE WEST LINE THEREOF 1011.39 FEET TO THE NORTHWEST CORNER OF LOT THREE (3), BLOCK ONE (1), KENWOOD IV, PLAT NO. 5426 AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°13'01" WEST 958.50 FEET;  
THENCE NORTH 88°32'09" EAST 482.53 FEET TO THE NORTHWEST CORNER OF LOT ONE (1), BLOCK FOUR (4), KENWOOD HILLS SECOND ADDITION, PLAT NO. 2892;  
THENCE SOUTH 01°17'14" EAST ALONG THE WEST LINE OF SAID BLOCK 4 A DISTANCE OF 696.73 FEET TO THE SOUTHWEST CORNER OF LOT SEVEN (7), OF SAID BLOCK 4, KENWOOD HILLS SECOND ADDITION;  
THENCE SOUTH 88°34'03" WEST 25.58 FEET;  
THENCE SOUTH 01°13'01" EAST 193.27 FEET;  
THENCE NORTH 88°34'03" EAST 225.38 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NORTH ASH AVENUE;  
THENCE SOUTH 01°17'14" EAST ALONG SAID RIGHT-OF-WAY LINE 70.00 FEET;  
THENCE SOUTH 88°40'16" WEST AND DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE 683.26 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 472,302.6 SQ. FEET OR 10.84 ACRES.  
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE SOUTH LINE OF THE SW/4 OF SEC.02, T.18N, R.14E AS NORTH 88°32'10" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND PUBLIC STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "VEN", A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM 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 RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, 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 SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED, THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW 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 HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE EASTERN 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.

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.

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.

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.

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.

C. WATER, SANITARY SEWER AND STORM SEWER

IN CONNECTION WITH THE PROVISIONS OF WATER AND STORM SEWER SERVICE, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WATER MAINS AND THE PUBLIC STORM SEWER FACILITIES LOCATED ON HIS LOT AND WITHIN THE DEPICTED UTILITY EASEMENT AREAS. THE OWNER SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) INCHES FROM THE ORIGINAL CONTOURS OR FROM ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO THE EASEMENT AREAS.

2. THE CITY OF BROKEN ARROW, ITS SUCCESSORS OR ASSIGNS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF WATER MAINS AND PUBLIC STORM SEWER FACILITIES, BUT THE OWNER WILL PAY DAMAGE FOR RELOCATION OF SUCH FACILITIES NECESSITATED BY THE ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

3. THE CITY OF BROKEN ARROW, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

4. THE CITY OF BROKEN ARROW, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND PUBLIC STORM SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING PUBLIC STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. LANDSCAPE AND PAVING REPAIR

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

2. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN OR HARM ANY WATER UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHTS-OF-WAY, THE CITY OF BROKEN ARROW SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

E. RESERVE AREA "A", "B", "D", "G", "J"

THE ABOVE RESERVE AREAS ARE HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A PUBLIC ACCESS AND UTILITY EASEMENT.

F. RESERVE AREA "C" AND "I"

THE ABOVE RESERVE AREAS ARE HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING PEDESTRIAN ACCESS AND OPEN SPACE.

G. RESERVE AREA "E"

THE ABOVE RESERVE AREA IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A PEDESTRIAN EASEMENT, UTILITY EASEMENT AND OPEN SPACE.

H. RESERVE AREA "F"

THE ABOVE RESERVE AREA IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING RECREATIONAL AMENITIES.

I. RESERVE AREA "H"

THE ABOVE RESERVE AREA IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING PEDESTRIAN ACCESS EASEMENT AND PARKING.

J. RESERVE AREA "K"

THE ABOVE RESERVE AREA IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING EMERGENCY ACCESS AND UTILITY EASEMENT.

K. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW.

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

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY TULSA COUNTY, STATE OF OKLAHOMA.

L. STORM WATER DETENTION EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA "A" (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.

2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW.

3. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE VEN HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
- THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

4. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

5. IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BROKEN ARROW MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PROPORTIONATE SHARE OF THE COSTS.

6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY TULSA COUNTY, STATE OF OKLAHOMA.

M. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BROKEN ARROW. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "VEN" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (PUD-001623-2024), AS PROVIDED WITHIN SECTIONS 1100 THROUGH 1170 OF THE BROKEN ARROW ZONING CODE, AS THE SAME EXISTED ON OCTOBER 5, 2023, (HEREINAFTER THE "BROKEN ARROW ZONING CODE"), AND

WHEREAS PUD-001623-2024 WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON AUGUST 08, 2024 AND APPROVED BY THE BROKEN ARROW CITY COUNCIL ON SEPTEMBER 03, 2024, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY BROKEN ARROW, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO, AND

WHEREAS, THE OWNER/DEVELOPER ESTABLISHED RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND BROKEN ARROW, STATE OF OKLAHOMA, AND

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (VEN), AND WHICH COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

GROSS LAND AREA: 10.84 ACRES

VEN NEIGHBORHOOD P.U.D. DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN VEN:

PERMITTED USES:

ALL USES ALLOWED PER PUD-001623-2024.

MINIMUM LOT WIDTH (AT BUILDING SETBACK LINE): 20 FEET

MINIMUM LOT AREA: 1,200 SQUARE FEET

MAXIMUM STRUCTURE HEIGHT: 50 FEET

MINIMUM OFF-STREET PARKING: N/A

FRONT YARD BUILDING SETBACK: 3 FEET

REAR YARD: 2 FEET

SIDE YARD: 3 FEET

SECTION III. HOMEOWNERS' ASSOCIATION

K. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN VEN TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION, RESERVE "A", FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF VEN. THE DETAILS OF THE ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA.

L. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN VENN PARK SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE RESIDENTIAL LOT.

M. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN VENN PARK SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITY AND COMMON AREAS OF THE SUBDIVISION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, AND SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTIONS I AND II, SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY TULSA COUNTY, STATE OF OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I OR II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR TULSA COUNTY TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES IN ANY JUDICIAL ACTION IS BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED IN 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 RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT FOR 25 YEARS AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES AND SECTION II, PLANNED UNIT DEVELOPMENT, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT WHICH AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW.

D. SEVERABILITY

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

IN WITNESS WHEREOF, BORN AGAIN RESTORED, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_, 2023.

BORN AGAIN RESTORED, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
NICK PARKER, OWNER

STATE OF OKLAHOMA )

) SS.

COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_, 2023, PERSONALLY APPEARED NICK PARKER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS MANAGING MEMBER OF BORN AGAIN RESTORED, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

S. <NAME>

MY COMMISSION EXPIRES: XXX/XX/XXXX

MY COMMISSION NUMBER: XXXXXXXXX

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, 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 "VEN", A SUBDIVISION IN 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 MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1694

STATE OF OKLAHOMA )

) SS.

COUNTY OF TULSA )

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_, 2023, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN

JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2026

MY COMMISSION NUMBER: 14005589

CERTIFICATE OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

THE TULSA OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WATER SYSTEMS AND INDIVIDUAL ON-SITE, SEWER SYSTEMS ON THE \_\_\_\_ DAY OF \_\_\_\_, 2023.

MICHAEL CHAD KELLER

SR. ENVIRONMENTAL PROGRAM SPECIALIST IV

DEPARTMENT OF ENVIRONMENTAL QUALITY

DRAFT FINAL  
PLAT #1