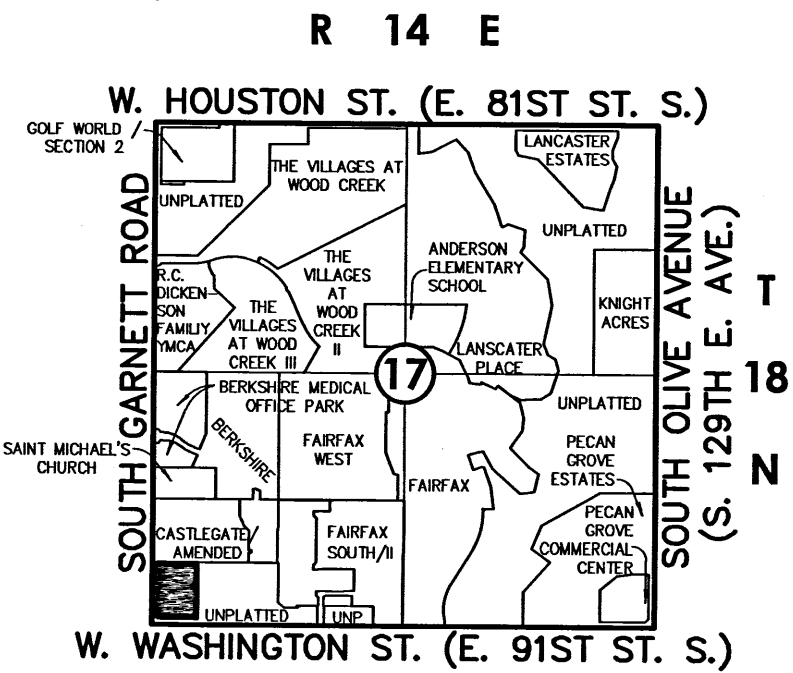




Location Map

Scale: 1"= 2000'



SUBDIVISION CONTAINS:

THREE (3) LOTS
IN ONE (1) BLOCK
WITH ONE (1) RESERVE AREA

GROSS SUBDIVISION AREA: 5.842 ACRES

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 - FOUND RAILROAD SPIKE IN WATER VALVE BOX AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 17;
 - FOUND RAILROAD SPIKE IN WATER VALVE BOX AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 17;THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°17'28" WEST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW AND 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.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH GARNETT ROAD AND WEST WASHINGTON STREET. ACCESS POINTS ONTO GARNETT ROAD AND WASHINGTON STREET MUST MEET THE SEPARATION REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE OR APPROVED VARIANCES OR MODIFICATIONS.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION #DD-100821-61.
- SUBJECT PROPERTY IS LOCATED WITHIN UNSHADED ZONE X, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA AND INCORPORATED AREAS, MAP NUMBER 40143C0386L, EFFECTIVE DATE: OCTOBER 16, 2012.
- ALL LOTS REQUIRE BACKFLOW PREVENTION PER BROKEN ARROW CITY ORDINANCE.

Benchmark 1

ADS MONUMENT 14 RESET - 5/8" REBAR 1 1/2" ALUMINUM CAP FLUSH STAMPED "14 RESET", S.E. OF THE INTERSECTION OF 91ST ST. AND SOUTH GARNETT RD.
(382,620.87N, 2,604,015.42E)

ELEVATION = 654.23 (NAVD 88)

Benchmark 2

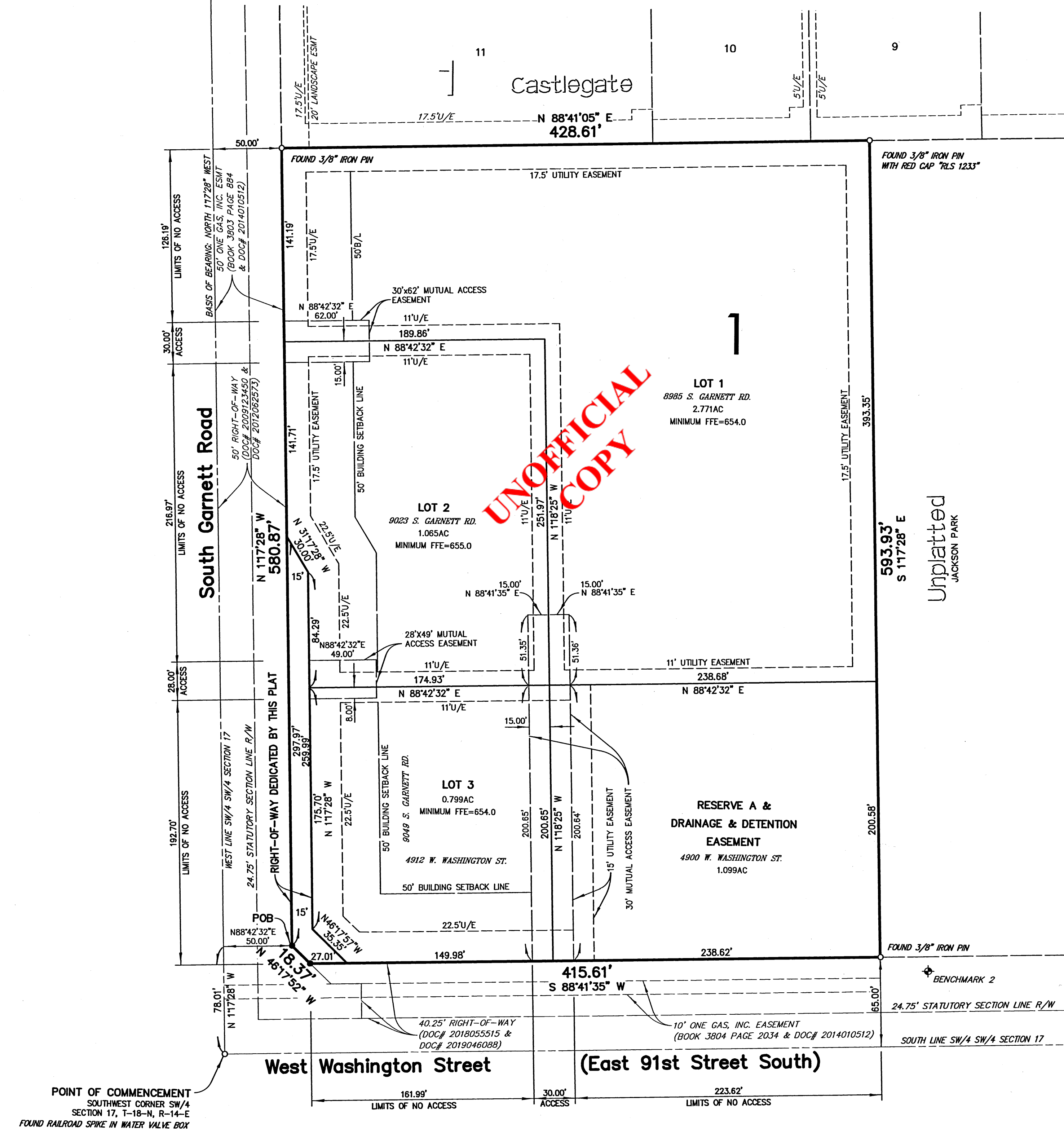
CHISELED BOX SET ON CONCRETE HEADWALL, LOCATED APPROXIMATELY 35 FEET EAST AND 10 FEET SOUTH OF THE SOUTHEAST PROPERTY CORNER.
(382,713.32N, 2,604,372.02E)

ELEVATION = 650.75 (NAVD 88)

91 Garnett

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION SEVENTEEN (17) TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

NORTHWEST CORNER SW/4 SECTION 17, T-18-N, R-14-E
FOUND RAILROAD SPIKE IN WATER VALVE BOX

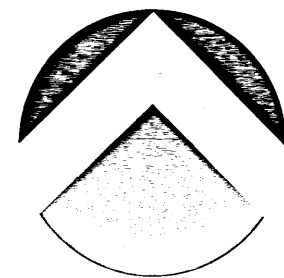


OWNER:
Energy One Federal Credit Union

CONTACT: STEVE MCNABB
6100 South Yale Avenue, Suite 100
Tulsa, Oklahoma 74136
Phone: (918) 699-7101

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2023
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



NORTH

Scale: 1"= 50'
Tanner Consulting

LEGEND

AC	ACRES
B/L	BUILDING LINE
DOC	DOCUMENT
ESMT	EASEMENT
FFE	FINISHED FLOOR ELEVATION
POB	POINT OF BEGINNING
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
O	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$20,040.00 per trust receipt no. TAX ROLL to be applied to 2022 taxes. This certificate is NOT to be construed as payment of 2022 taxes in full but is given in order that this plat may be filed on record. 2022 taxes may exceed the amount of the security deposit.

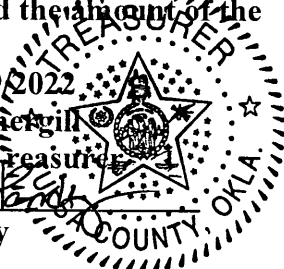
Dated: 12/29/2022

John M. Fothergill

Tulsa County Treasurer

By: *[Signature]*

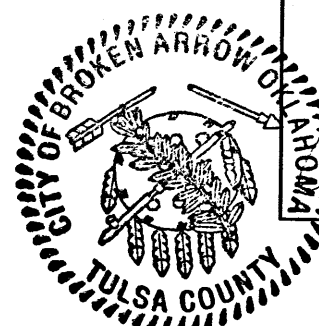
Deputy



APPROVED *[Signature]* by the City Council of the City of Broken Arrow, Oklahoma.

Mayor

Attest: City Clerk



DATE OF PREPARATION: December 7, 2022

91 Garnett
CASE NO. PT21-118
SHEET 1 OF 2

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT ENERGY ONE FEDERAL CREDIT UNION, (HEREINAFTER THE "OWNER/DEVELOPER"), IS THE OWNER OF THE FOLLOWING-DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 1°17'28" WEST AND ALONG THE WEST LINE OF SECTION 17, FOR A DISTANCE OF 78.01 FEET; THENCE NORTH 88°42'32" EAST AND PERPENDICULAR TO SAID WEST LINE, FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF SOUTH GARNETT ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 1°17'28" WEST AND ALONG SAID EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 580.87 FEET TO THE SOUTHWEST CORNER OF "CASTLEGATE", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5830); THENCE NORTH 88°41'05" EAST AND ALONG THE SOUTH LINE OF SAID SUBDIVISION, FOR A DISTANCE OF 428.61 FEET; THENCE SOUTH 1°17'28" EAST AND PARALLEL WITH THE WEST LINE, FOR A DISTANCE OF 593.93 FEET TO A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF WEST WASHINGTON STREET (EAST 91ST STREET SOUTH), SAID POINT BEING 65.00 FEET PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF SECTION 17; THENCE SOUTH 88°41'35" WEST AND ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 415.61 FEET; THENCE NORTH 46°17'52" WEST, FOR A DISTANCE OF 18.37 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 254,464 SQUARE FEET, OR 5.842 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- FOUND RAILROAD SPIKE IN WATER VALVE BOX AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 17;
- FOUND RAILROAD SPIKE IN WATER VALVE BOX AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 17;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°17'28" WEST.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO THREE (3) LOTS IN ONE (1) BLOCK, RESERVE A, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "91 GARNETT", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "91 GARNETT").

SECTION I. STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS.

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHT-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT 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 PUBLIC STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER/DEVELOPER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN, WITHIN THE UTILITY EASEMENTS, PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. PUBLIC WATER, PUBLIC SANITARY SEWER, AND PUBLIC STORM SEWER SERVICE.

- EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWERS LOCATED ON THEIR LOT OR RESERVE AREA.
- WITHIN THE UTILITY 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, PUBLIC SANITARY SEWER MAIN, OR PUBLIC STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD INTERFERE WITH PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, OR PUBLIC STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWERS, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY 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 PUBLIC WATER, PUBLIC SANITARY SEWER, AND PUBLIC STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS SECTION B. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION SEVENTEEN (17) TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

C. PAVING AND LANDSCAPING WITHIN EASEMENTS.

EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND PUBLIC WATER, PUBLIC SANITARY SEWER, PUBLIC STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

D. UNDERGROUND SERVICE.

- OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED WITHIN THE SOUTH GARNETT ROAD RIGHT-OF-WAY DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS 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 UTILITY EASEMENTS.
- 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 OR RESERVE AREA, 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 EASEMENT ON THE LOT OR RESERVE AREA, 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.
- THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR RESPECTIVE AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ELECTRIC, COMMUNICATION, AND GAS SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THE THIS SECTION D. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

E. RESERVE A; DRAINAGE & DETENTION EASEMENT.

- RESERVE A IS HEREBY ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, IS DESIGNATED TO BE USED FOR STORMWATER DRAINAGE AND DETENTION, OPEN SPACE, UTILITIES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION II. (THE "ASSOCIATION").
- THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE EASEMENT ON, OVER, AND ACROSS RESERVE A, DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "DRAINAGE & DETENTION EASEMENT", FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE A WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.
- STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES LOCATED WITHIN THE DRAINAGE & DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE DRAINAGE & DETENTION EASEMENT AREA, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT AREA UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR OTHER LANDSCAPING (EXCEPTING TREES AND SHRUBS) SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW. FENCES, WALLS, AND LANDSCAPING TREES OR SHRUBS INSTALLED BY THE OWNER OF RESERVE A, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, SHALL BE PERMITTED, PROVIDED THAT THE SAME DO NOT CAUSE OBSTRUCTION OF THE FLOW, CONVEYANCE, DETENTION, RETENTION, OR DISCHARGE OF STORMWATER THROUGH THE EASEMENT AREA.
- STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF RESERVE A, AS SUBJECT TO THE DRAINAGE & DETENTION EASEMENT, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND SUCH OWNER SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
 - GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS OR LESS.
 - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - THE EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
 - CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

6. IN THE EVENT THE OWNER OF RESERVE A, AS SUBJECT TO THE DRAINAGE & DETENTION EASEMENT, SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, THE ALLOWANCE OF THE ACCUMULATION OF SILTATION, OR THE ALTERATION OF GRADE WITHIN THE EASEMENT AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF RESERVE A, AS SUBJECT TO THE EASEMENT, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF RESERVE A TO THE ASSOCIATION. IN THE EVENT THE OWNER OF RESERVE A, AS SUBJECT TO THE EASEMENT, SHOULD FAIL TO PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER OF RESERVE A, AS SUBJECT TO THE EASEMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. SURFACE DRAINAGE.

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION WITHIN AND OUTSIDE OF THE SUBDIVISION, AND NO OWNER WITHIN THE SUBDIVISION SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION F. SHALL BE ENFORCEABLE BY EACH LOT OWNER AND THE PROPERTY OWNERS' ASSOCIATION.

G. SIDEWALKS.

THE OWNER SHALL CONSTRUCT AND MAINTAIN SIDEWALKS ALONG ALL STREETS IN ACCORDANCE WITH THE PLANS ON FILE WITH THE CITY OF BROKEN ARROW, OKLAHOMA.

H. LIMITS OF NO ACCESS.

THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER/DEVELOPER AND THE BROKEN ARROW PLANNING COMMISSION, OR THEIR RESPECTIVE SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO. THE FOREGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND EACH OWNER WITHIN THE SUBDIVISION AGREES TO BE BOUND HEREBY.

I. MUTUAL ACCESS EASEMENT.

MUTUAL ACCESS EASEMENTS, DEPICTED AS "MUTUAL ACCESS EASEMENT" OR "MAE" ON THE ACCOMPANYING PLAT, ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS WITHIN THE SUBDIVISION ADJACENT THERETO. SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF OWNERS OF LOTS WITHIN THE SUBDIVISION, THEIR RESPECTIVE GUESTS, INVITEES, SUCCESSORS AND ASSIGNS, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

SECTION II. PROPERTY OWNERS' ASSOCIATION

A. ESTABLISHED.

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN "91 GARNETT" (THE "ASSOCIATION"), ESTABLISHED OR TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING RESERVE A, INCLUDING THE STORMWATER DETENTION FACILITY THEREIN, AND ANY OTHER COMMON AREAS OR OTHER IMPROVEMENTS WHICH ARE OR MAY FROM TIME TO TIME BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS WITHIN THE SUBDIVISION AS DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

B. MEMBERSHIP.

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION. 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 THE INCORPORATION OF THE ASSOCIATION OR THE RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS.

EACH OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION.

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

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

A. ENFORCEMENT.

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

B. DURATION.

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION.

THE COVENANTS CONTAINED HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME 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 TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

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, ENERGY ONE FEDERAL CREDIT UNION, A FEDERAL CREDIT UNION, HAS EXECUTED THIS INSTRUMENT THIS 8 DAY OF December, 2022.

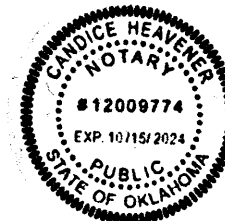
BY: 
STEVE MCNABB
PRESIDENT AND CHIEF EXECUTIVE OFFICER

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8 DAY OF December, 2022, BY STEVE MCNABB, TO ME KNOWN AS THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF ENERGY ONE FEDERAL CREDIT UNION TO THE FOREGOING INSTRUMENT AS ITS PRESIDENT AND CHIEF EXECUTIVE OFFICER, AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF ENERGY ONE FEDERAL CREDIT UNION FOR THE USES AND PURPOSES SET FORTH.
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

10/15/2024
MY COMMISSION EXPIRES


NOTARY

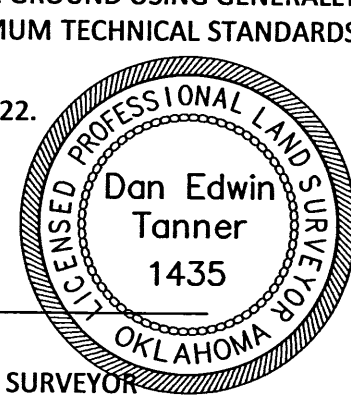


CERTIFICATE OF SURVEY

I, DAN E. TANNER, 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 "91 GARNETT", A SUBDIVISION WITHIN 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 TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 8 DAY OF Dec, 2022.


DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

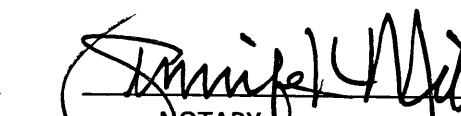


STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 8 DAY OF Dec, 2022, PERSONALLY APPEARED TO ME DAN E. TANNER, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THERIN SET FORTH.

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

03/08/2024
MY COMMISSION EXPIRES


NOTARY

