



City of Broken Arrow
Meeting Agenda
Planning Commission

Robert Goranson Chairman
Jason Coan Vice Chairman
Jaylee Klempa Commissioner
Jonathan Townsend Commissioner
Mindy Payne Commissioner

Thursday, April 9, 2026

5:30 PM

City of Broken Arrow
Council Chambers
220 South 1st Street
Broken Arrow, OK
74012

1. Call To Order

2. Roll Call

3. Old Business

4. Consideration of Consent Agenda

- A. [26-475](#) Approval of Planning Commission meeting minutes of March 12, 2026
- B. [26-476](#) Approval of Planning Commission meeting minutes of March 26, 2026
- C. [26-489](#) Approval of LOT-002711-2026, Aspen Ridge Business Park North Lot Line Adjustment, 2 lots, 3.7 acres, CG (Commercial General) & PUD-001405-2024, located one-third mile south of Florence Street (111th Street), east of Aspen Avenue (145th E. Avenue)
- D. [26-482](#) Approval of LOT-002712-2026, Boyko Lot Split, 1 lot to 2 lots, 0.39 acres, DROD Area 3, located approximately one-third mile north of Houston Street (81st Street) and one-third mile west of 9th Street (177th E Avenue/Lynn Lane)
- E. [26-491](#) Approval of PT-002636-2026|PR-000934-2026, Preliminary Plat, Bentree Lift Station, approximately 6.27 acres, 1 Lot, AG (Agricultural)/PUD-001983-2025, located one-eighth mile south of Albany Street (61st Street), one-third mile east of 23rd Street (193rd E. Avenue/County Line Road)

- F. [26-472](#) Approval of PR-000848-2025 | PT-002731-2026, Conditional Final Plat, The Villages at Rose Hill, 12.86 acres, AG (Agricultural) to RMF (Residential Multifamily) via PUD-001787-2024 and BAZ-001788-2024, located approximately one-half mile north of Houston Street (81st Street), one-half mile east of 9th Street (177th E. Avenue/Lynn Lane Road)
- G. [26-492](#) Approval of PR-000768-2024|PT-002601-2025, Conditional Final Plat, The Pines III, 19.14 acres, 71 lots, AG (Agricultural) to RS-P (Single Family Residential - Preservation) via BAZ-2041, at the southeast corner of Omaha Street (51st Street) and 37th Street (209th E. Avenue)

5. Consideration of Items Removed from Consent Agenda

6. Public Hearings

7. Appeals

8. General Commission Business

9. Remarks, Inquiries and Comments by Planning Commission and Staff (No Action)

10. Adjournment

NOTICE:

1. ALL MATTERS UNDER “CONSENT” ARE CONSIDERED BY THE PLANNING COMMISSION TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. HOWEVER, ANY CONSENT ITEM CAN BE REMOVED FOR DISCUSSION, UPON REQUEST.

2. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT AT 918-259-8412, TO MAKE ARRANGEMENTS.

3. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE PLANNING COMMISSION MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.

4. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE PLANNING COMMISSION MEETING.

A paper copy of this agenda is available upon request.

POSTED this ____ day of _____, _____, at _____ a.m./p.m.

City Clerk



City of Broken Arrow

Request for Action

File #: 26-475, **Version:** 1

**Broken Arrow Planning Commission
04-09-2026**

To: Chairman and Commission Members
From: Community Development Department
Title:

Background: Approval of Planning Commission meeting minutes of March 12, 2026
Minutes recorded for the Broken Arrow Planning Commission meeting.

Attachments: 03 12 2026 Planning Commission Minutes

Recommendation: Approve minutes of Planning Commission meeting held March 12, 2026.

Reviewed By: Jane Wyrick

Approved By: Rocky Henkel



City of Broken Arrow
Planning Commission
Minutes

City of Broken Arrow
220 South 1st Street
Broken Arrow, OK 74012

Thursday, March 12, 2026

Council Chambers

1. Call to Order

Chairman Robert Goranson called the meeting to order at 5:30 p.m.

2. Roll Call

Present: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

3. Old Business - NONE

4. Consideration of Consent Agenda

- A. 26-385** Approval of Planning Commission meeting minutes of February 26, 2026
- B. 26-340** Approve LOT-002528-2025, Daniel & April Glowacki, Lot Split 1.14 acres, 1 lot to 2 lots, RMH (Residential Manufactured Home), approximately one-half mile south of Dearborn Street (41st Street) and one-half mile east of 37th Street (209th East Avenue)
- C. 26-386** Approval of PR-000101-2022 | PT-002659-2026, Conditional Final Plat, RoseWood Village, 4.49 acres, RM (Residential Multifamily), and PUD-000737-2023, located approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue)
- D. 26-387** Approval of PT-002629-2026|PR-000089-2022, Conditional Final Plat, The Enclave at Southern Trails, 20.49 acres, located south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue)
- E. 26-399** Approval of PR-000910-2026|PT-002655-2026, Conditional Final Plat, Brook Chase Phase VI, 25.94 acres, 92 Lots, AG (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, located one-half mile north of Washington Street (91st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)
- F. 26-401** Approval of PR-000689-2024|PT-002681-2026, Conditional Final Plat, Oak Creek Crossing, approximately 39.56 acres, 118 Lots, RS-C (Single-Family Residential - Compact), located one-quarter mile south of East Houston Street (81st Street) on the east side of 23rd Street (County Line Road/193rd East Avenue)

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne

Move to Approve Consent Agenda

The motion carried by the following vote:

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings

- A. 26-400** Public hearing, consideration, and possible action regarding BAZ-002651-2026, The Pines IV, 119.05 acres, AG to RS-P, one-quarter mile south of Omaha Street 51st Street), west of 37th Street (209th E. Avenue)

Mackenzie Hackett, Staff Planner, presented Item 26-400, BAZ-002651-2026, which is a request to rezone approximately 119.05 acres from agricultural to single-family residential preservation to allow development of single-family detached homes as the fourth phase of the Pines of the Preserve subdivision. The unplatted property is located a quarter mile south of Omaha Street and west of 37th Street, with access from 37th Street and indirectly from Omaha through the existing development to the north. FEMA maps show a portion of the 100-year floodplain in the central area of the site. Based on the comprehensive plan, location, and surrounding land uses, the staff recommends approval of the rezoning request.

Alan Betchan of AAB Engineering explained that the request represents the final phase of the Pines development, which extends north to Omaha Street and has already been built in three phases. The proposed zoning is consistent with the existing development to the north. He noted that the floodplain area in the center of the property was previously constructed as a detention facility during the widening of 37th Street, and the plan is to develop around that area while zoning the remaining property to match the surrounding neighborhood. He offered to answer any questions.

During the discussion, Planning Commission members asked questions about drainage, access, and traffic for the proposed development. Mr. Betchan explained that the nearby park pond and box culverts built during the 37th Street widening were designed as a regional detention facility and already account for stormwater detention needs for this project and nearby developments, with the existing quarry pond providing additional capacity. He stated that the development will remain outside the floodplain and that updated FEMA mapping through a LOMER process clarified those boundaries. Mr. Betchan also noted there are no current plans to cross Adams Creek or develop certain reclaimed areas. However, the zoning request includes the remaining parcel for consistency with the surrounding neighborhood. Access will connect to two existing stub streets from the northern subdivision and include at least one connection to 37th Street while minimizing direct arterial access. He said a traffic study has not been conducted, but could occur during the platting stage if required. Overall, he indicated the development should improve traffic flow by providing better connectivity to 37th Street and directing most traffic toward nearby commercial areas and the turnpike.

Ronald Mushegan, a resident of the Pines Preserve, expressed concern about the proposed development because his home at 3417 East Lincoln backs up to what he believed would remain a permanent greenbelt with a pond view. He said residents were told the area would stay a greenbelt and were even required to install special fencing to preserve the view. His concern is that the new phase of development may remove that greenbelt and forested area, which he feels could be misleading if the plan has changed. He noted that about 25 homes in the neighborhood are affected and said he does not yet know whether he supports or opposes the proposal because the details about what will happen to the greenbelt have not been clearly explained.

Lindsey Saunders, a resident of Pines Preserve Phase 2 at 3405 East Lincoln, said she shared the earlier speaker's concerns about the greenbelt but felt those questions had been addressed. She raised additional concerns about whether the Wagner Rural Water District can support more homes, noting that residents already receive summer notices about low water levels and pressure. She also questioned how stormwater runoff would be managed if development occurred near the pond, which is often very full after heavy storms. Finally, she expressed concern about existing traffic congestion in the mornings near Albany Street and the road to the east, particularly with school traffic. She wondered whether additional homes would worsen the problem even if a traffic light were installed.

Todd Walls, a resident of Pines Preserve and Lindsey Saunders' husband, said he shares the same concerns as other neighbors regarding the greenbelt behind their homes. He explained that he paid about \$5,000 more for his lot because it was marketed as having a permanent greenbelt and pond view, and the builder told him that development in that area was unlikely for many years due to the difficulty and cost of building there. While he is not completely opposed to residential development, he emphasized that the wooded area provides a scenic view and wildlife habitat and suggested that, if development proceeds, the city consider preserving some of the trees or creating a park-like area to maintain the natural character and benefit both current and future residents.

C. Keith Smith, speaking for himself and his wife, said they were among the first residents to select a lot in Phase 2 of Pines Preserve and chose their property specifically because they were told the greenbelt to the south would remain undeveloped, preserving their view of the pond and surrounding nature. He explained they paid a premium for the lot because of the promised scenery and wildlife, which was a major reason they chose the location. Smith said he attended the meeting to learn what changes might occur and whether the greenbelt would remain as originally described. He also raised concerns about maintenance of the pond area, which they were told was city property but appears poorly maintained, with weeds, trash, and unauthorized use by dirt bikes and RTVs creating noise late at night and affecting nearby residents.

During the discussion, it was noted that the noise and dirt bike activity near the pond should be reported to the city because it violates local noise ordinances. However, Mr. Smith said residents had already called, and the problem continued. It was explained that if the property were developed, it would likely prevent unauthorized use of the area. Mr. Smith reiterated that homeowners purchased their properties believing the greenbelt and trees south of their homes would remain and that they would not have neighbors behind them. When asked how far the greenbelt extended and suggested that, based on the aerial view, there may not be enough space between the pond and existing homes for additional development, meaning the view might

largely remain intact. Mr. Smith also mentioned ongoing traffic issues near local school routes and said a traffic light in the area could help improve congestion. After the exchange, the public hearing was closed, and the discussion returned to the applicant.

During the discussion, the Planning Commission and the applicant clarified the proposed zoning classification and lot sizes for the development. Mr. Betchan explained that the project is intended to match the existing development to the north with 60-foot lots, even though the initial request was for Residential Single-Family Preservation (RSP) zoning, which allows smaller lots but requires open space. Commissioners expressed concern that approving RSP could allow smaller lots in the future if ownership changed, even though the applicant stated he planned to build 60-foot lots. Mr. Betchan emphasized that the detention pond and much of the surrounding open space would remain because of existing easements and floodplain constraints, and he noted that the pond area will ultimately be maintained by the Pines homeowners' association rather than the city.

Commissioners also discussed issues raised by residents, including green space, water service, and future development controls. Betchan said the Wagner Rural Water District has confirmed it can serve the development and that infrastructure for water service was already installed during earlier phases. To address the commission's concerns about density and long-term zoning protections, Mr. Betchan agreed to revise the request from RSP to RS zoning, which is a less dense classification with 60-foot lots. The commission confirmed that changing the request to the less dense zoning was permissible during the public hearing and prepared to proceed with consideration of the RS zoning recommendation.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne
Move to Approve Item 26-400 with RS zoning BAZ-002651-2026, The Pines IV, 119.05 acres, AG to RS, one-quarter mile south of Omaha Street 51st Street), west of 37th Street (209th E. Avenue)

The motion carried by the following vote:

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

7. Appeals - NONE

8. General Commission Business - NONE

9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action)

Commissioner Jonathan Townsend commended members of the public who spoke on item 6A for being polite, open-minded, and well-spoken. Chairman Robert Goranson brought up potential modifications to the Request to Speak form. He also asked about adding a general Citizens' Opportunity to Speak item to the agenda.

During further discussion, concerns were raised about proposed guidelines and forms related to citizens speaking before the City Council and boards or commissions. It was explained that recently submitted comments to city officials about the forms used to sign up to speak, and noted that the City Council had tabled the matter until its March 24 meeting. It was said they expected the Planning Commission to review the forms before they went to the council, but realized the item had not been placed on the agenda. It was suggested adding a regular agenda item that would allow citizens an opportunity to speak on matters not on the agenda but within the jurisdiction of the Planning Commission, similar to the practice used by the City Council, while limiting comments to three minutes.

Staff members responded that the forms and procedures could be reviewed and revised, but would need to be placed on a future agenda for formal action. They advised commissioners to submit the marked-up recommendations to staff so they could review them and distribute them to city management and legal staff. The group also discussed logistical details about how citizens submit materials to the City Clerk prior to meetings. The conversation concluded with agreement that any proposed changes to the forms or agenda structure would be reviewed and potentially added to a future Planning Commission agenda and the commission's bylaws.

10. Adjournment

The meeting was adjourned at 6:32 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Robert Goranson
Move to Adjourn

The motion carried by the following vote:

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson



City of Broken Arrow

Request for Action

File #: 26-476, **Version:** 1

**Broken Arrow Planning Commission
04-09-2026**

To: Chairman and Commission Members
From: Community Development Department
Title:

Background: Approval of Planning Commission meeting minutes of March 26, 2026
Minutes recorded for the Broken Arrow Planning Commission meeting.

Attachments: 03 26 2026 Planning Commission Minutes

Recommendation: Approve minutes of Planning Commission meeting held March 26, 2026.

Reviewed By: Jane Wyrick

Approved By: Rocky Henkel



City of Broken Arrow
Planning Commission
Minutes

City of Broken Arrow
220 South 1st Street
Broken Arrow, OK 74012

Thursday, March 26, 2026

Council Chambers

1. Call to Order

Vice Chairman Jason Coan called the meeting to order at 5:30 p.m.

2. Roll Call

Present: 4 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan
Absent: 1 - Robert Goranson

3. Old Business - NONE

4. Consideration of Consent Agenda

- A. 26-437** Approval of LOT-002705-2026, Timbercrest Lot Split, 1 lot to 2 lots 5.11 acres, CH (Commercial Heavy), located approximately just north of Albany Street (61st Street) and one-eighth mile east of Aspen Avenue (145th East Avenue)
- B. 26-405** Approval of PR-000885-2025 | PT-002706-2026, Preliminary Plat for Walmart Addition, approximately 16.875 acres, 2 Lots, Commercial General (CG), located on the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (S. 241st East Avenue)
- C. 26-443** Approval of PT-002685-2026 | PR-000915-2026, Preliminary Plat, Elm Village, 21.81 acres, 89 lots, RM (Residential Multifamily) and PUD-340 to RSP (Single-family residential - Preservation) via BAZ-002485-2025, located one-eighth of a mile south of West Tucson Street (121st Street South) and just west of South Elm Place (161st East Avenue)

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne

Move to Approve Consent Agenda minus Item 26-443

The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan

5. Consideration of Items Removed from Consent Agenda

- C. 26-443** Approval of PT-002685-2026 | PR-000915-2026, Preliminary Plat, Elm Village, 21.81 acres, 89 lots, RM (Residential Multifamily) and PUD-340 to RSP (Single-family residential - Preservation) via BAZ-002485-2025, located one-eighth of a mile south of West Tucson Street (121st Street South) and just west of South Elm Place (161st East Avenue)

Jose Jimenez, Planner II, presented Item 26-443, which involves approval of a preliminary plat for Elm Village, a 21.81-acre residential development with 89 lots, following a prior rezoning from multifamily to single-family residential preservation. The project will access South Elm Place, with final plans to address the required secondary emergency access. Portions of the site lie within a floodplain and will be used for drainage easements in compliance with applicable regulations. As the first step in the platting process, the Staff recommended approval of the preliminary plat, subject to comments.

Erik Enyart of Tanner Consulting expressed general agreement with the Staff's recommendations for the preliminary plat, but noted the review comments were received too late to discuss at the TAC meeting. He requested flexibility to work through minor technical details with the Staff during the process. He asked that those items not be fixed in the preliminary approval, emphasizing a qualified approval contingent on resolving those details.

The discussion clarified that the applicant agrees with Staff overall but wants flexibility to resolve technical details—particularly around secondary access and engineering

specifications—during later stages. The main issue highlighted was fire access, with Staff explaining there are multiple ways to meet code (not just a second road), such as sprinklers or design adjustments, which will be finalized before the conditional final plat.

Commission members confirmed that this is only a preliminary plat and that all details will return for review at the conditional final stage, ensuring compliance before final approval. Staff expressed confidence that outstanding issues can be worked out collaboratively with the applicant prior to that stage.

MOTION: A motion was made by Jaylee Klempa, seconded by Jonathan Townsend
Move to Approve Item 26-443 PT-002685-2026 | PR-000915-2026, Preliminary Plat, Elm Village, 21.81 acres, 89 lots, RM (Residential Multifamily) and PUD-340 to RSP (Single-family residential - Preservation) via BAZ-002485-2025, located one-eighth of a mile south of West Tucson Street (121st Street South) and just west of South Elm Place (161st East Avenue) with the knowledge that Staff will be working with the applicant to solidify the checklist

The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan

6. Public Hearings

- A. 26-435** **No Action Taken, COMP-002549-2025, Comprehensive Plan Change, 4701 S Garnett Road, 6.19 acres from Level 4 (Commercial/Employment Nodes) to Level 2 (Urban Residential) located approximately one-tenth mile north and east of the northeast corner of W. Florence Street (111st Street) and Garnett Road (113th E. Avenue).**

The applicant withdrew this item; no action was taken.

- B. 26-441** **Public hearing, consideration, and possible action regarding PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).**

Jose Jimenez, Planner II, presented Item 26-441. This item involves a proposed major amendment and rezoning for Aspen Creek Villas, converting the property from commercial heavy to single-family residential compact. However, because the applicant has not yet submitted all the requested updated materials, both the Staff and the applicant requested a continuance. Staff recommended postponing consideration of the item to the April 23, 2026, Planning Commission meeting to allow time for those materials to be completed.

Alan Betchan, AAB Engineering, representing the applicant, agreed with the Staff's recommendation to continue the item, explaining that the project is being revised into a more blended development, which adds complexity and requires significant updates to the PUD and site plan. He noted they are close to a finalized plan but need additional time for staff review to ensure it meets all requirements, and therefore formally requested the continuance.

MOTION: A motion was made by Mindy Payne, seconded by Jonathan Townsend
Move to table Item 26-441 Public hearing, consideration, and possible action regarding PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue) until April 23, 2026

The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan

- C. 26-440** **Public hearing, consideration, and possible action regarding PUD-002694-2025 (Planned Unit Development), minor amendment to PUD-002316-2025, PUD-001815-2024, PUD-000126-2022, Southern Trails on Olive, 20.49 acres, CG (Commercial General), RM (Residential Multifamily), CM (Community Mixed-Use) via BAZ-00012-2022 and PUD-000126-2022, located on the southeast corner of New Orleans Street (101st Street) and Aspen Avenue (145th East Avenue)**

Jose Jimenez, Planner II, presented Item 26-440. This item involves a minor amendment to the Southern Trails PUD, correcting technical standards for a multifamily portion of the development. The amendment removes strict lot width and street frontage requirements, allowing access through mutual access easements that will be finalized during platting. The property is not in a floodplain, utilities will be city-provided, and the Staff recommended approval based on compatibility with surrounding development.

Erik Enyart, Tanner Consulting, explained that the requested PUD amendment addresses a change identified between the preliminary and final plat, specifically involving a townhouse-style multifamily lot that no longer has direct street frontage. He noted the project has always intended to rely on access easements, and the amendment formally allows that configuration by removing frontage and lot width requirements, contingent on dedicated mutual access easements being included in the plat.

The discussion clarified that removing frontage requirements would not negatively impact walkability or connectivity. The applicant confirmed that pedestrian connections have always been part of the design, with planned access along the mutual easements to both the north and toward Olive Avenue remaining unchanged.

MOTION: A motion was made by Jaylee Klempa, Jason Coan
Move to Approve Item 26-440 PUD-002694-2025 (Planned Unit Development), minor amendment to PUD-002316-2025, PUD-001815-2024, PUD-000126-2022, Southern Trails on Olive, 20.49 acres, CG (Commercial General), RM (Residential Multifamily), CM (Community Mixed-Use) via BAZ-00012-2022 and PUD-000126-2022, located on the southeast corner of New Orleans Street (101st Street) and Aspen Avenue (145th East Avenue)

The motion carried by the following vote:
Jonathan Townsend, Jaylee Klempa, Jason Coan
Mindy Payne

Aye: 3 -
Nay: 1 -

7. Appeals - NONE

8. General Commission Business - NONE

9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action)

Commissioner Mindy Payne expressed appreciation to the Staff for installing decorative artwork on a traffic control box in the New Orleans Square area, highlighting a butterfly design created by a local student. She noted it enhances the area aesthetically and positively impacts the community, with others agreeing it's a small but meaningful improvement.

10. Adjournment

The meeting was adjourned at 5:52 p.m.

MOTION: A motion was made by Jonathan Townsend, seconded by Jason Coan
Move to Adjourn

The motion carried by the following vote:
Mindy Payne, Jonathan Townsend, Jason Coan
Jaylee Klempa

Aye: 3 -
Nay: 1 -



City of Broken Arrow

Request for Action

File #: 26-489, **Version:** 1

Broken Arrow Planning Commission
04-09-2026

To: Chairman and Commission Members
From: Community Development Department
Title:

Approval of LOT-002711-2026, Aspen Ridge Business Park North Lot Line Adjustment, 2 lots, 3.7 acres, CG (Commercial General) & PUD-001405-2024, located one-third mile south of Florence Street (111th Street), east of Aspen Avenue (145th E. Avenue)

Background:

Applicant: Russell Muzika, GEODECA Land Surveying Company

Owner: Brian Daniel, Oaktrust Development LLC

Developer: SunAuto Tire & Service

Surveyor: Russel Muzika, GEODECA Land Surveying Company

Location: One-third mile south of Florence Street (111th Street), east of Aspen Avenue (145th E. Avenue)

Size of Tract: 3.7 acres

Number of Lots: 2

Zoning: CG & PUD-001405-2024

Comp Plan: Level 4

Lot line adjustment request LOT-002711-2026 involves 3.7 acres, which is currently platted as part of Aspen Ridge Business Park North. The property is located one-third mile south of Florence Street (111th Street), east of Aspen Avenue (145th E. Avenue).

The applicant is requesting this lot line adjustment to accommodate a proposed minor vehicle service and repair facility, which is allowed by right in CG (Commercial General) zoning. Both lots involved in this lot line adjustment will still meet dimensional requirements after the adjustment is completed.

According to FEMA Maps, none of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow.

LOT-002711-2026 was discussed by the Technical Advisory Committee on March 31, 2026. Utility companies and stakeholders did not indicate any problems with the proposed lot line adjustment.

Attachments: Case map
Aerial

Exhibits

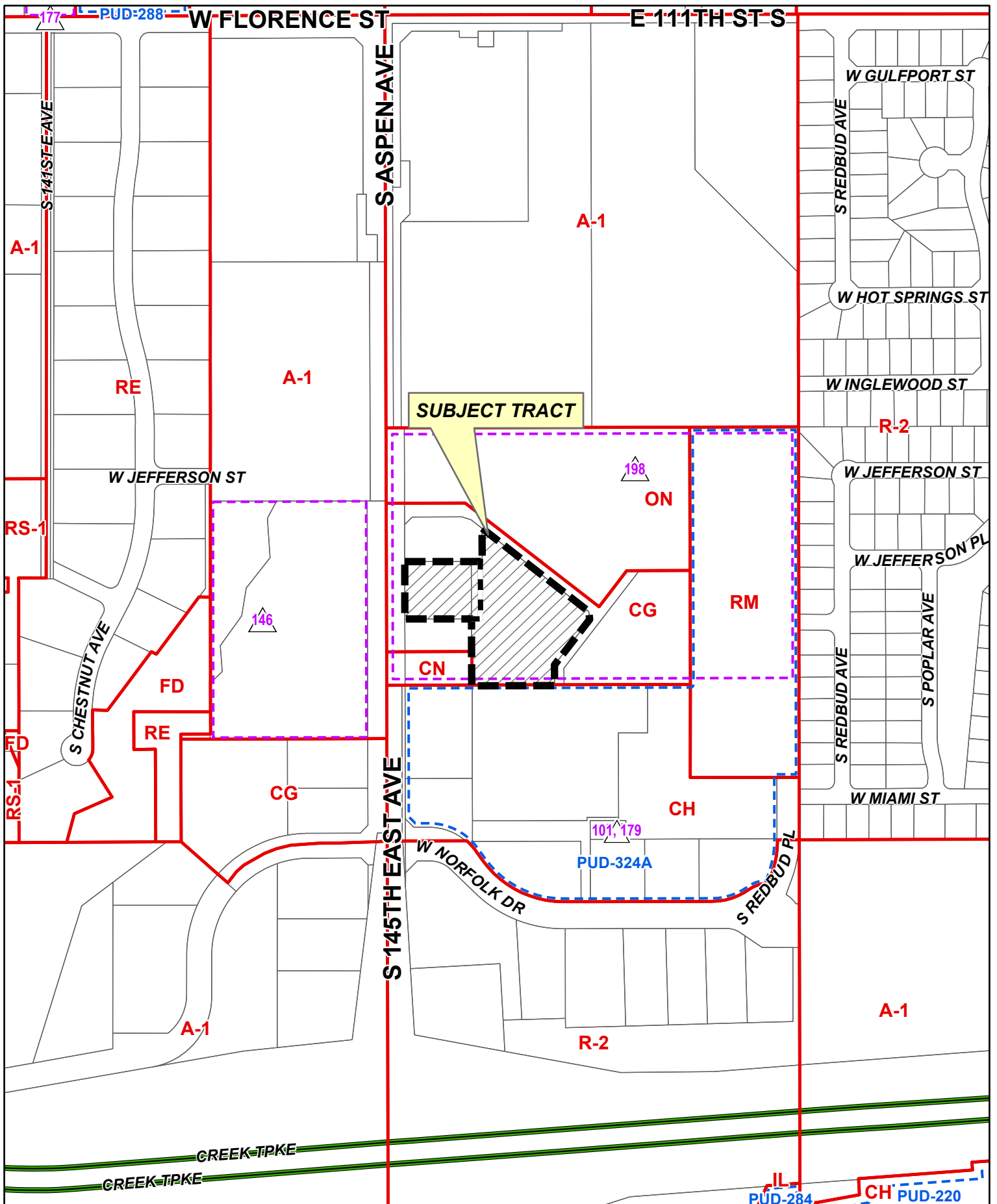
Recommendation:

Staff recommends LOT-002711-2026 be approved, subject to new warranty deeds for all parcels being brought simultaneously to the Planning & Development Division to be stamped prior to being recorded in Tulsa County.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

MEH



SUBJECT TRACT

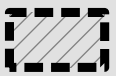
S 145TH EAST AVE

S ASPEN AVE

W FLORENCE ST

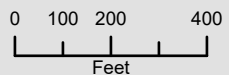
E 111TH ST S

300' Radius



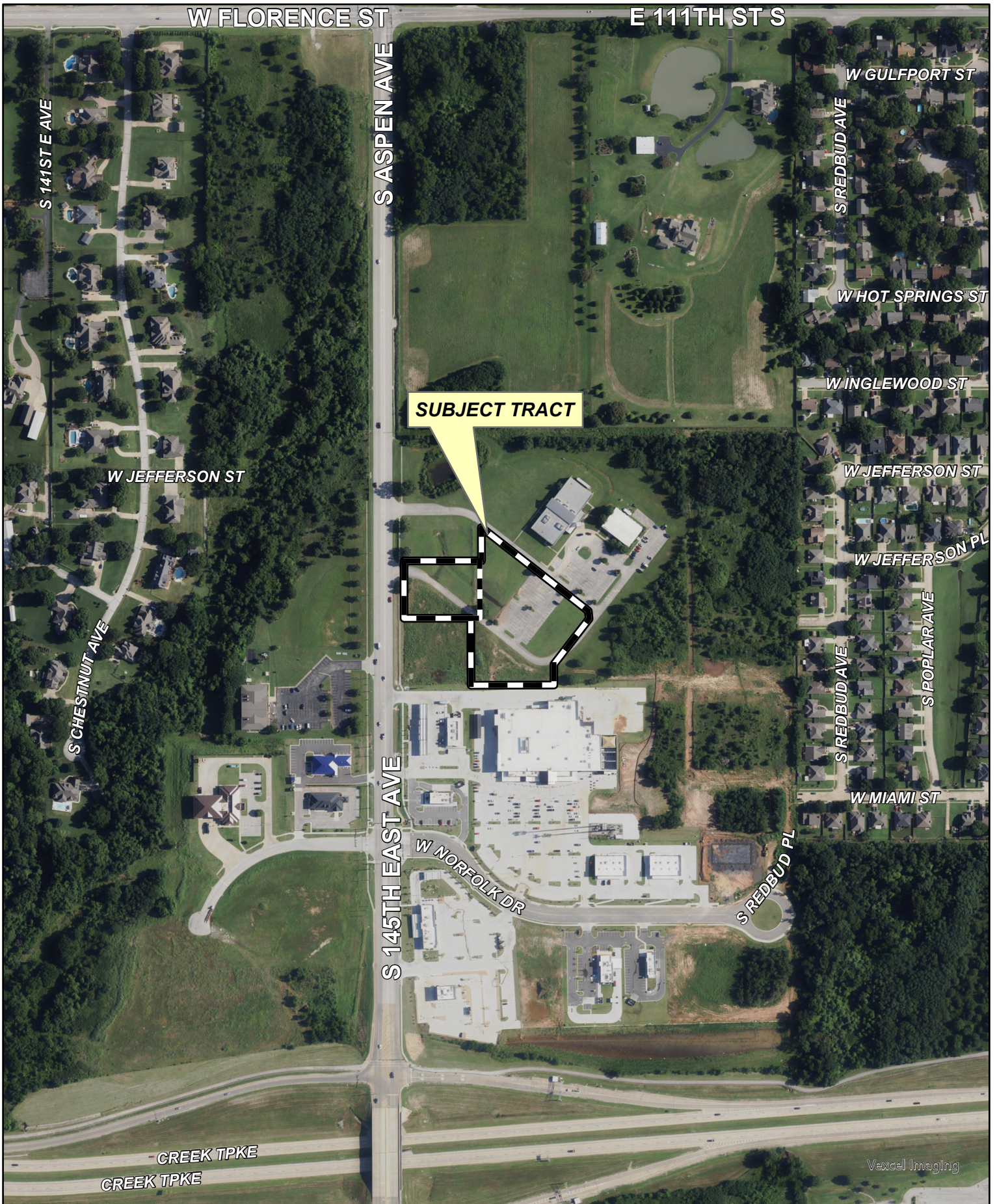
Subject Tract

LOT-002711-2026



34 18-14



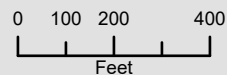


Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date: 2024



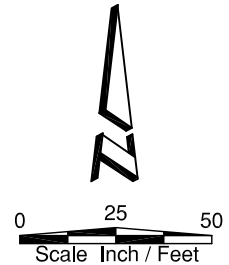
Subject Tract

LOT-002711-2026



34 18-14





Bearings based on the West line of the NW/4 of Section 34, T18N, R14E, Tulsa County having a bearing of S00°05'22"W per Plat #6573

LEGAL DESCRIPTIONS:

ORIGINAL WEST TRACT General Warranty Deed, Doc #2025074014

Lot One (3) of Block One (1) and the South 76.00 feet of Lot Two (2) of Block One (1), "ASPEN RIDGE BUSINESS PARK NORTH" an addition to the City of Broken Arrow, Tulsa County, Oklahoma, filed as Plat #7152 at the office of the Tulsa County Clerk, more particularly described as follow. Beginning at the Southeast corner of said Lot Three (3), thence along the East line of said Block One (1), N00°05'22"E a distance of 183.00 feet; thence N89°53'38"W a distance of 213.25 feet; thence along the West line of said Block One (1), S00°05'22"W a distance of 183.00 feet; thence S89°53'38"E a distance of 213.25 feet to the Point of Beginning.

Having a total area of 39,025 Square Feet or 0.8959 Acres

ORIGINAL EAST TRACT General Warranty Deed, Doc #2025074013

Lot One (1) of Block Two (2), "ASPEN RIDGE BUSINESS PARK NORTH" an addition to the City of Broken Arrow, Tulsa County, Oklahoma, filed as Plat #7152 at the office of the Tulsa County Clerk, Less and Except a part thereof described as; Beginning at the Northwest corner of said Lot One (1) of Block Two (2); thence S51°46'25"E a distance of 44.50 feet; thence S00°05'22"W a distance of 106.04 feet; thence N89°53'38"W a distance of 35.00 feet; thence along the West line of said Block Two (2), N00°05'22"E a distance of 133.51 feet to the Point of Beginning.

Having a total area of 124,587 Square Feet or 2.8601 Acres

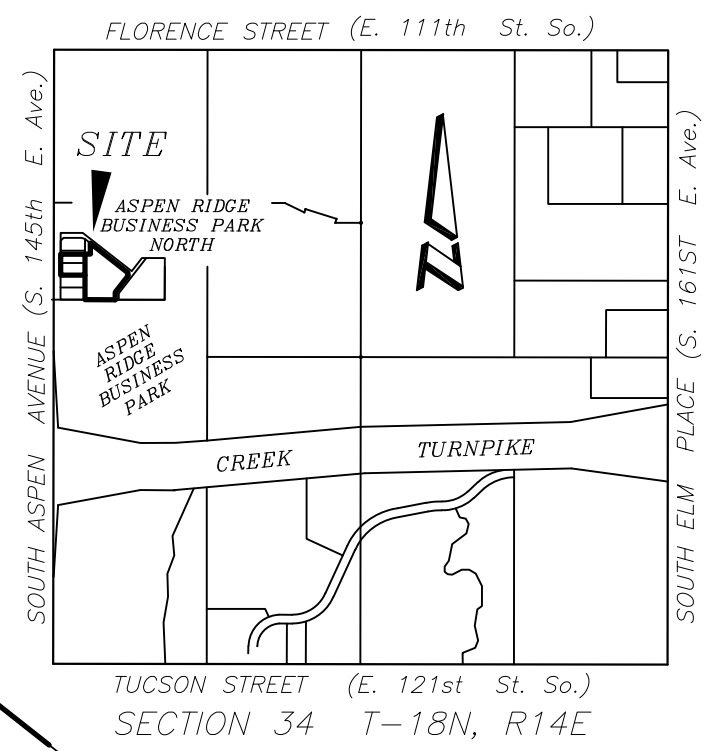
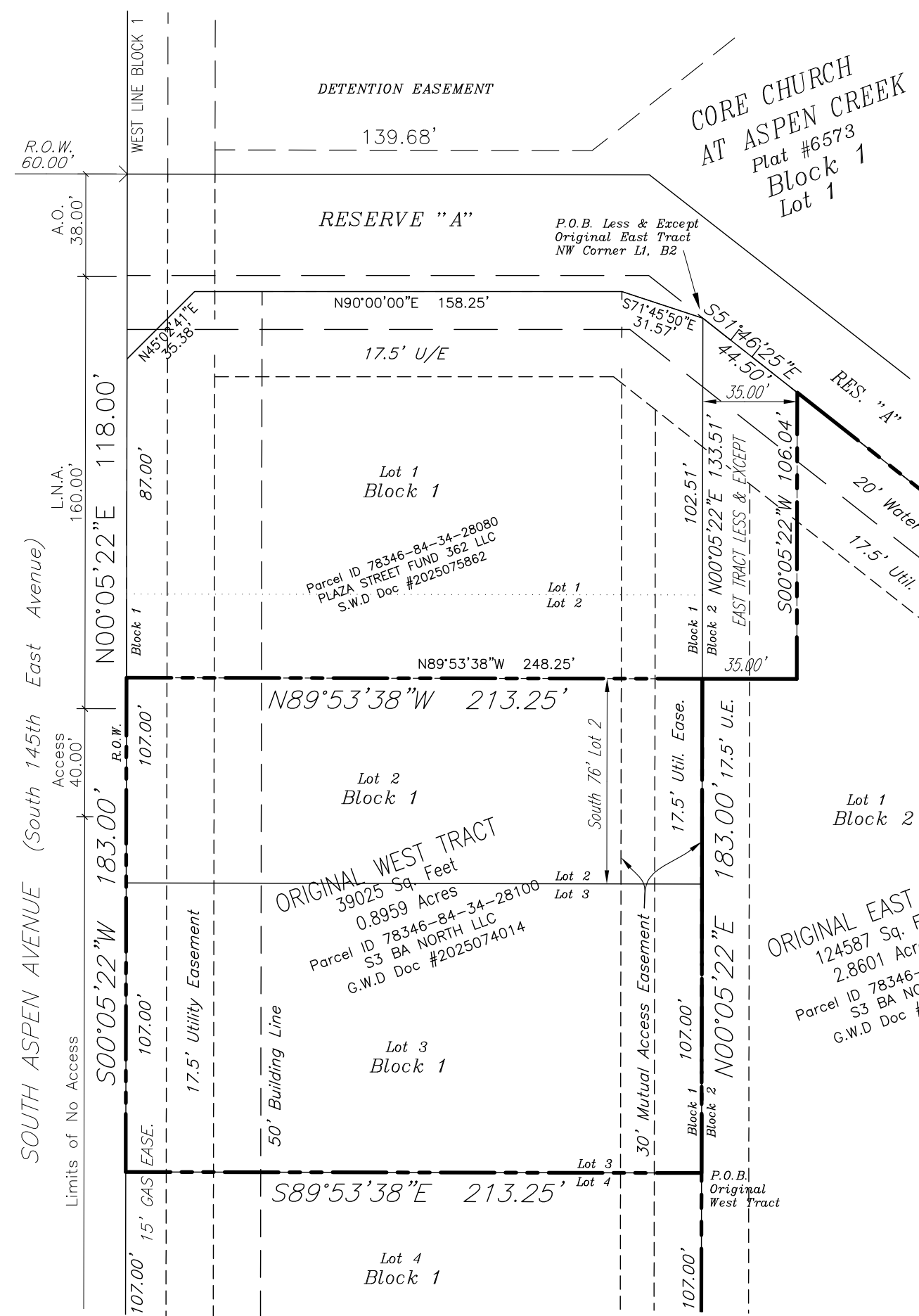
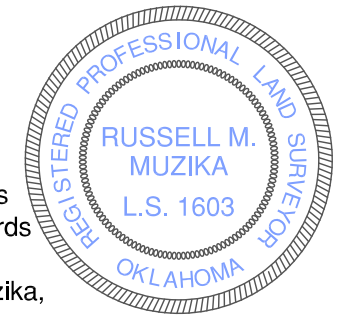


EXHIBIT A
ORIGINAL TRACTS BEFORE
LOT LINE ADJUSTMENT
 Part Lot 2 and Lot 3 of Block 1,
 and, Part Lot 1 of Block 2,
 "ASPEN RIDGE BUSINESS PARK NORTH"
 City of Broken Arrow, Tulsa County

ORIGINAL WEST TRACT
 39025 Sq. Feet
 0.8959 Acres
 Parcel ID 78346-84-34-28100
 S3 BA NORTH LLC
 G.W.D Doc #2025074014

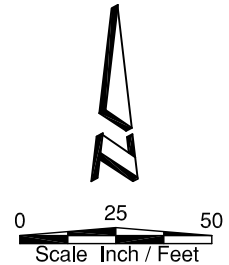
ORIGINAL EAST TRACT
 124587 Sq. Feet
 2.8601 Acres
 Parcel ID 78346-84-34-28130
 S3 BA NORTH LLC
 G.W.D Doc #2025074013



This legal description meets Oklahoma minimum standards for legal descriptions.
 Prepared by Russell M. Muzika, Ok. PLS No. 1603
 February 24, 2026



GEODECA LLC
 P.O. Box 33012
 Tulsa Oklahoma 74153
 (918) 949 4065
 CA # 5524 renewal date 6/30/2026



Bearings based on the West line of the NW/4 of Section 34, T18N, R14E, Tulsa County having a bearing of S00°05'22"W per Plat #6573

LEGAL DESCRIPTIONS:

FINAL WEST TRACT (combined)

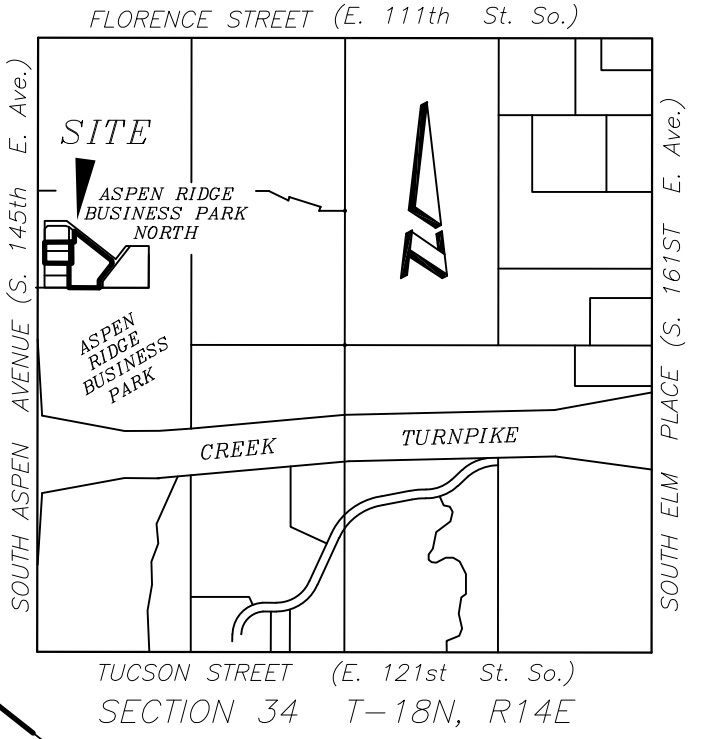
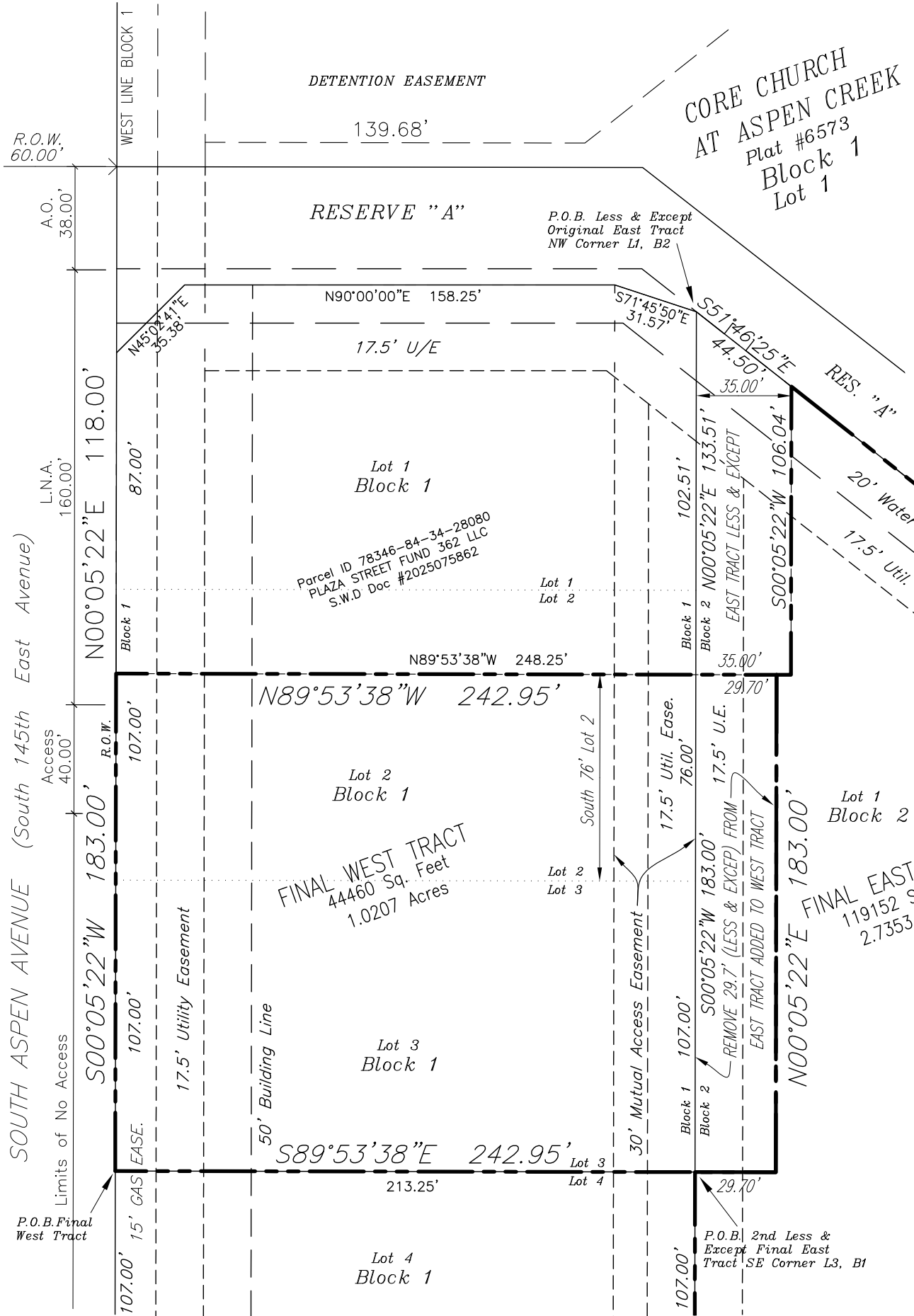
Lot One (3) of Block One (1) and the South 76.00 feet of Lot Two (2) of Block One (1), and a part of Lot One (1) of Block Two (2), "ASPEN RIDGE BUSINESS PARK NORTH" an addition to the City of Broken Arrow, Tulsa County, Oklahoma, filed as Plat #7152 at the office of the Tulsa County Clerk, more particularly described as follow. Beginning at the Southwest corner of said Lot Three (3), thence along the South line of said Lot One (3), S89°53'38"E a distance of 242.95 feet; thence N00°05'22"E a distance of 183.00 feet; thence N89°53'38"W a distance of 242.95 feet; thence along the West line of said Block One (1), S00°05'22"W a distance of 183.00 feet to the Point of Beginning.

Having a total area of 44,460 Square Feet or 1.0207 Acres

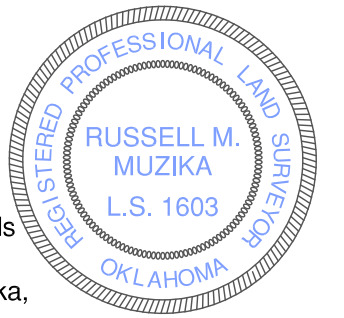
FINAL EAST TRACT (remainder)

Lot One (1) of Block Two (2), "ASPEN RIDGE BUSINESS PARK NORTH" an addition to the City of Broken Arrow, Tulsa County, Oklahoma, filed as Plat #7152 at the office of the Tulsa County Clerk, Less and Except a part thereof described as; Beginning at the Northwest corner of said Lot One (1) of Block Two (2); thence S51°46'25"E a distance of 44.50 feet; thence S00°05'22"W a distance of 106.04 feet; thence N89°53'38"W a distance of 35.00 feet; thence along the West line of said Block Two (2), N00°05'22"E a distance of 133.51 feet to the Point of Beginning. Also Less and Except a part thereof described as; Beginning at the Southeast corner of Lot Three (3), of Block One (1), "ASPEN RIDGE BUSINESS PARK NORTH"; thence S89°53'38"E a distance of 29.70 feet; thence N00°05'22"E a distance of 183.00 feet; thence N89°53'38"W a distance of 29.70 feet; thence along the East line of said Block One (1), S00°05'22"W a distance of 183.00 feet to the Point of Beginning.

Having a total area of 119,152 Square Feet or 2.7353 Acres



**EXHIBIT B
FINAL TRACTS AFTER
LOT LINE ADJUSTMENT
Part Lot 2 and Lot 3 of Block 1,
and, Part Lot 1 of Block 2,
"ASPEN RIDGE BUSINESS PARK NORTH"
City of Broken Arrow, Tulsa County**



This legal description meets Oklahoma minimum standards for legal descriptions. Prepared by Russell M. Muzika, Ok. PLS No. 1603 February 24, 2026



GEODECA LLC
P.O. Box 33012
Tulsa Oklahoma 74153
(918) 949 4065
CA # 5524 renewal date 6/30/2026



City of Broken Arrow

Request for Action

File #: 26-482, **Version:** 1

**Broken Arrow Planning Commission
04-09-2026**

To: Chair and Commission Members
From: Community Development Department
Title:

Approval of LOT-002712-2026, Boyko Lot Split, 1 lot to 2 lots, 0.39 acres, DROD Area 3, located approximately one-third mile north of Houston Street (81st Street) and one-third mile west of 9th Street (177th E Avenue/Lynn Lane)

Background:

Applicant: Andrew Boyko, Boyko Construction
Owner: Andrew P. and Oksana F. Boyko
Developer: Boyko Construction
Engineer: N/A
Location: One-third mile north of Houston Street (81st Street) and one-third mile west of 9th Street (177th E Avenue/Lynn Lane)
Size of Tract 0.39 acres
Number of Lots: 1 lot to 2 lots
Zoning: Downtown Residential Overlay District (DROD) Area 3, with R-3 (Residential) underlying zoning
Comp Plan: Level 2 (Urban Residential), with Special District Overlay

Lot split request LOT-002712-2026 involves 0.39 acres (16,800 square feet) which is platted as the East 20 feet of Lot 10 and all of Lots 11 and 12 of Block 22 in the College Addition. The property is located approximately one-third mile north of Houston Street (81st Street) and one-third mile west of 9th Street (177th E Avenue/Lynn Lane).

The applicant is requesting to split the existing 120-foot by 140-foot lot into two lots. Single-family residences and accessory dwelling units are allowed uses within Area 3 of the Downtown Residential Overlay District (DROD). Lots within Area 3 are required to have 5,500 square feet of lot area with a minimum of 35 and a maximum of 80 feet of lot frontage. The existing single-family residence on the property is located towards the western property line and is set at an angle that is not parallel to the street. The lot line dividing the proposed lots is set at an angle to accommodate the placement of the existing residence. Until recently, the home included an attached garage; however, the garage was removed to accommodate this lot split. As proposed, this request meets the dimensional requirements for lots in this district. The applicant will need to request an address assignment for the newly created lot.

According to FEMA Maps, none of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow.

Oklahoma Natural Gas (ONG), Public Service of Oklahoma (PSO), Windstream and Cox Communications did not indicate any issues with the proposed lot split.

Attachments: Case Map
Aerial
Lot Split Exhibits and Legal Descriptions

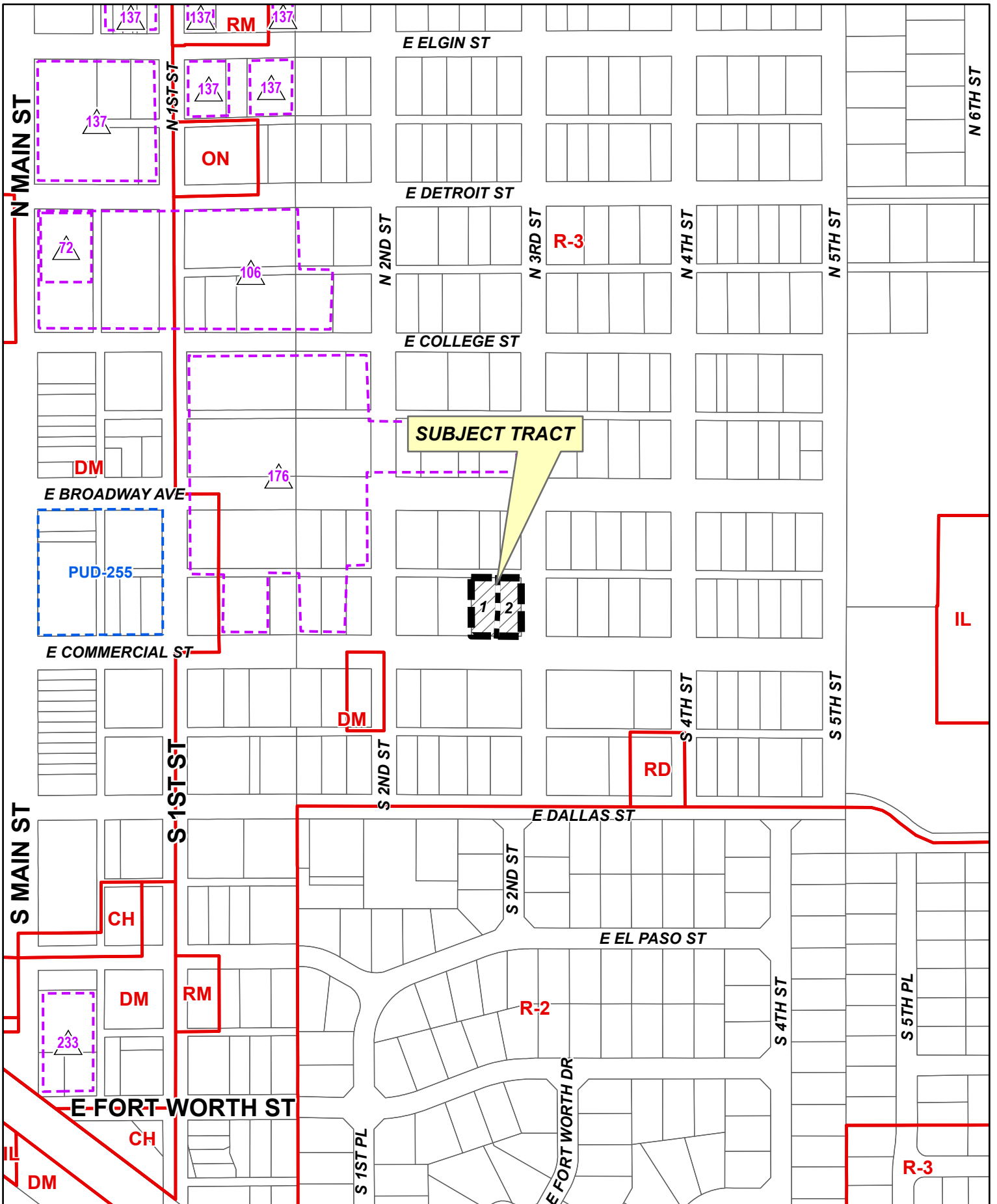
Recommendation:

Staff recommends LOT-002712-2026 be approved, subject to new warranty deeds for each lot being brought simultaneously to the Planning and Development Division to be stamped prior to being recorded in Tulsa County.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

JMW



SUBJECT TRACT

1 2

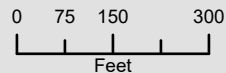


300' Radius



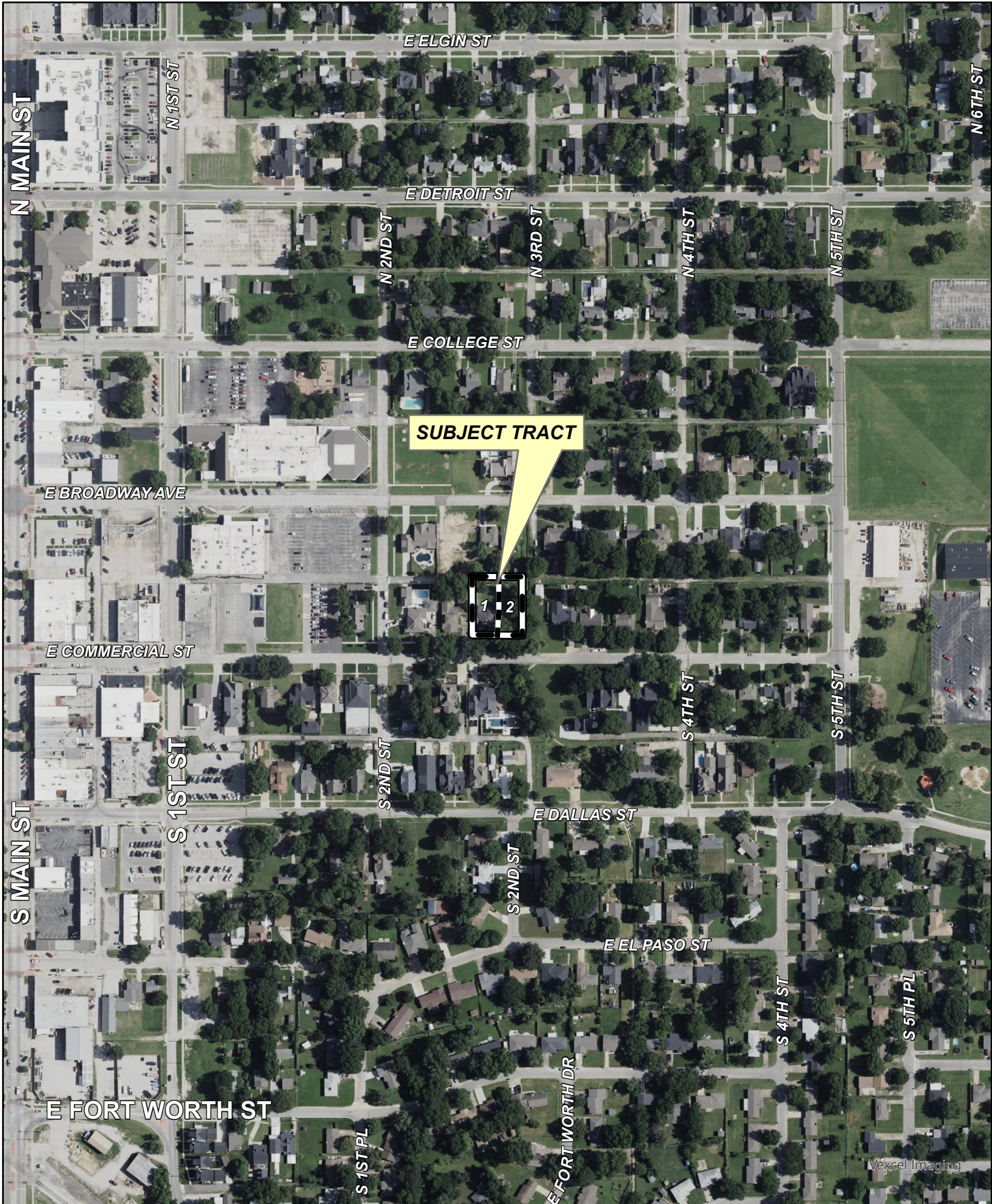
Subject Tract

LOT-002712-2026



11 18-14





SUBJECT TRACT

1 2

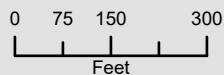


300' Radius



Subject Tract

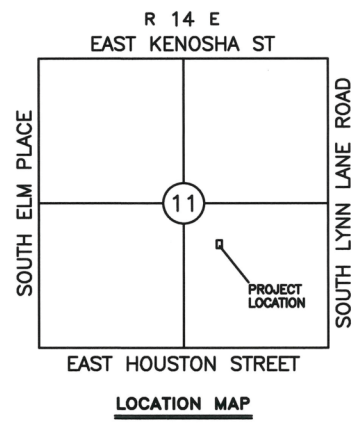
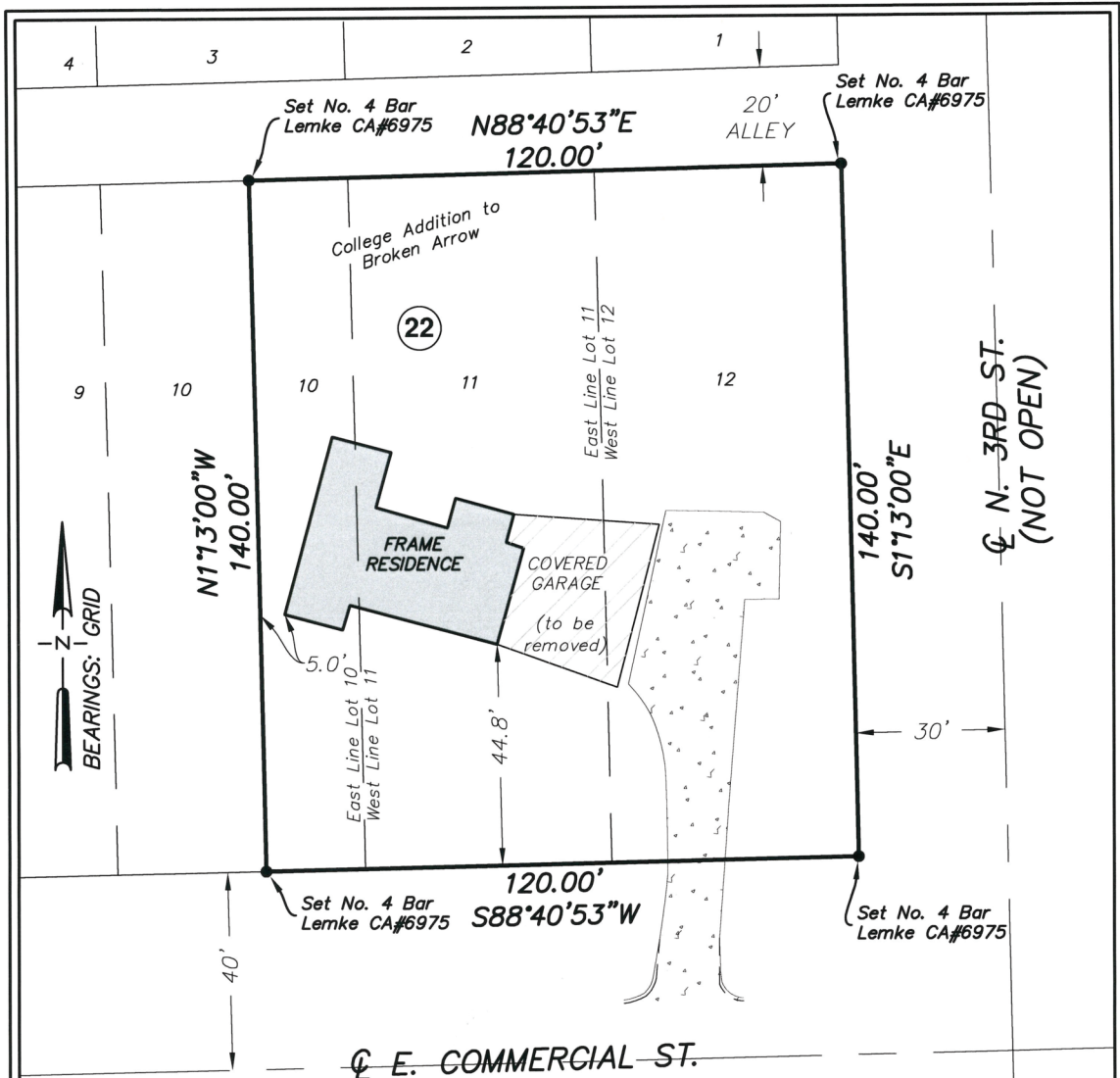
LOT-002712-2026



11 18-14



Vexxel Imaging



SURVEYOR'S CERTIFICATION:

I, Charles D. Cahill, do hereby certify that I or those under my direct supervision have performed a careful survey of the property as shown by the annexed plat.

LEGAL: The East 20 Feet of Lot 10 and All of Lots 11 & 12, Block 22, College Addition to the City of Broken Arrow, Tulsa County, Oklahoma.

PROFESSIONAL LAND SURVEYOR
Charles D. Cahill
1470
OKLAHOMA

Charles D. Cahill

When the surveyor's signature is not retained, the plan is a copy and should be assumed to contain unapproved alterations. The certification contained on this document shall not apply to any copies.

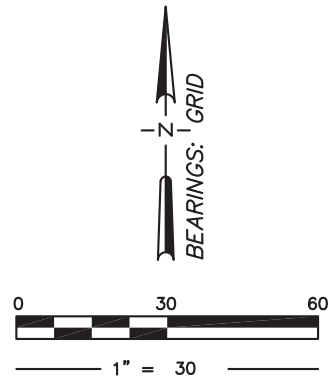
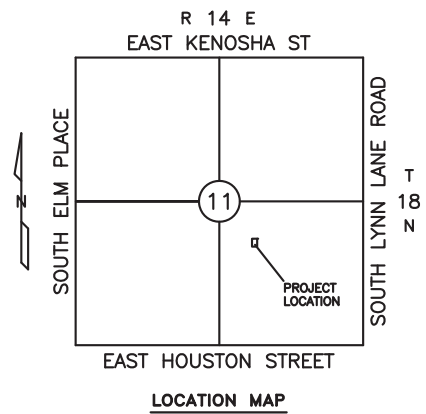
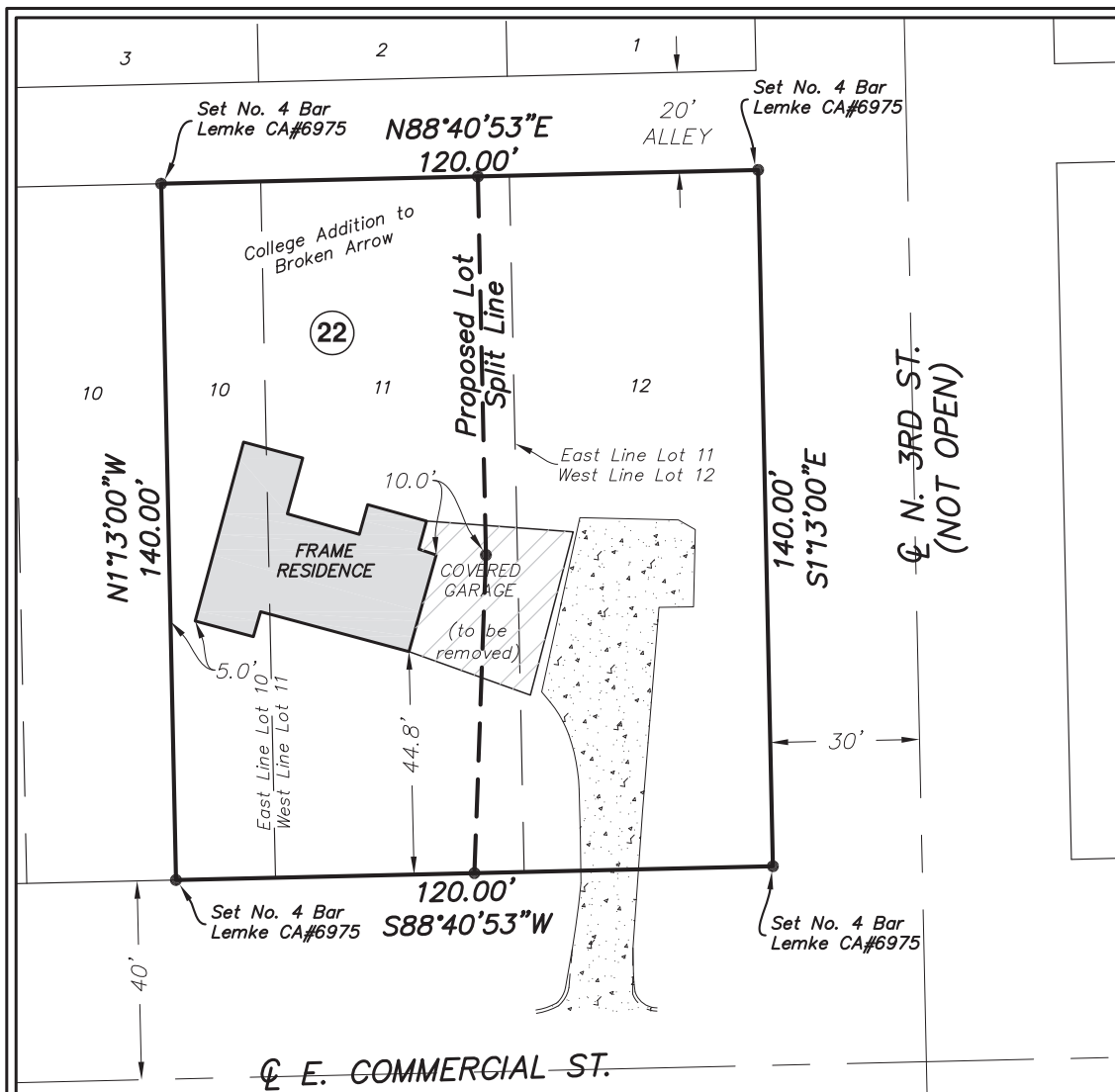


DATED: 12/20/2017

Last Date of Survey: 11/3/2017

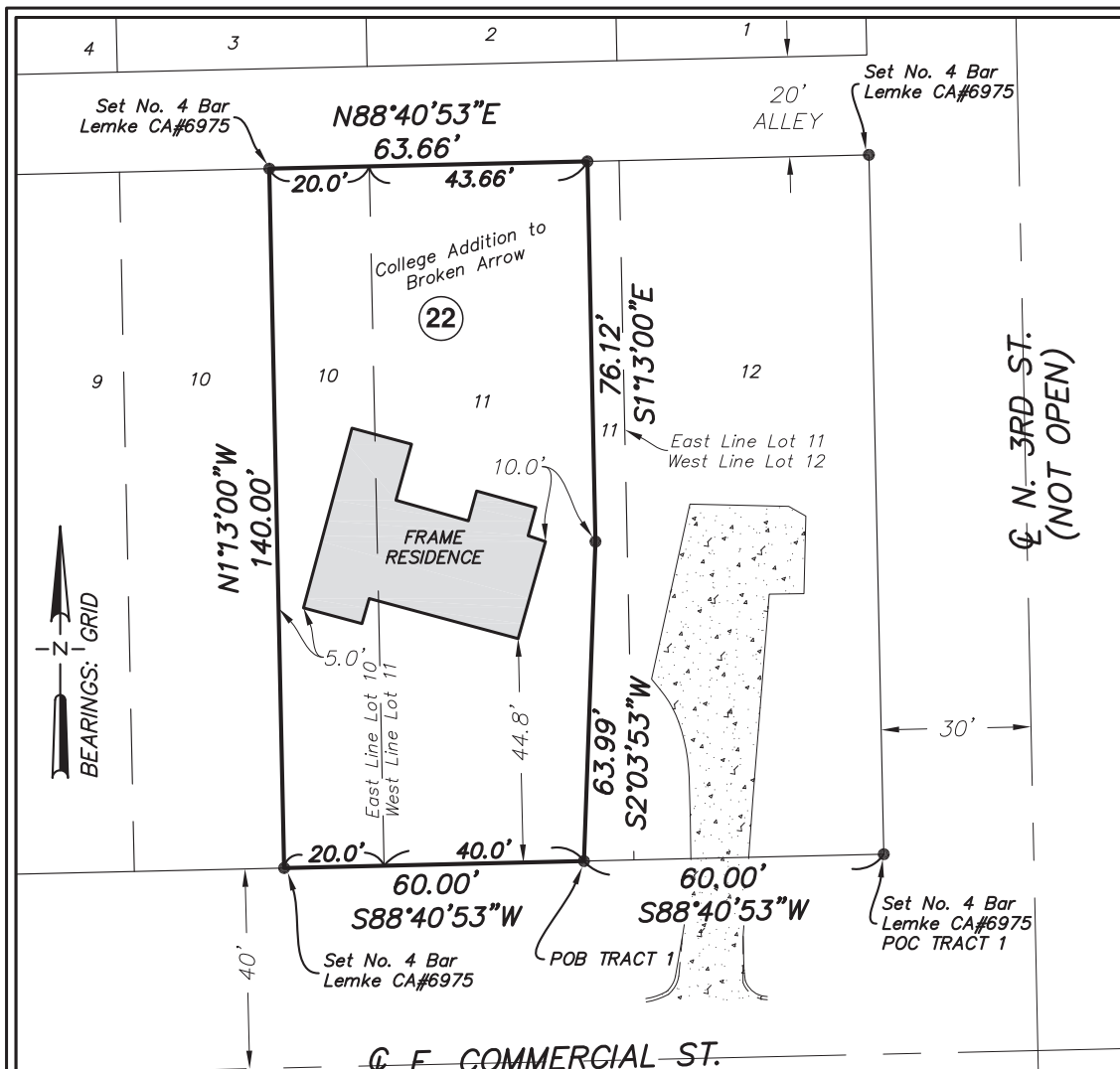
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	LEMKE LAND SURVEYING, LLC		Surveyed By: JL	Project: Lot Split	Sheet Number 1
	7080 YALE AVE., STE. 603, TULSA, OK 74136 PH.(918)895-9383 FAX(918)895-9383 CA # 6975 http://www.lemke-ls.com		Drawn By: CDC	E. 20' of Lot 19 & Lots 11 & 12, Blk. 22	
			Approved By: CDC	Project Location: College Addition to Broken Arrow	Client: Oksana Boyko
			Date: 12/18/2017	312 E. Commercial St.	
		Scale: 1" = 30'	Project No: OBOS172000		Sheet 1 of 4



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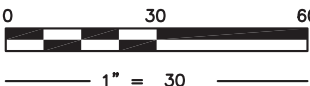
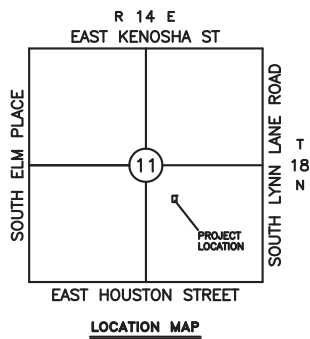
		LEMKE LAND SURVEYING, LLC 7060 YALE AVE., STE. 603, TULSA, OK 74136 PH.(918)895-9383 FAX(918)895-9383 CA # 6975 http://www.lemke-ls.com		Surveyed By: JL Drawn By: CDC Approved By: CDC Date: 12/18/2017 Scale: 1" = 30' Project No: OBOS172000	Project: Lot Split E. 20' of Lot 19 & Lots 11 & 12, Blk. 22 Project Location: College Addition to Broken Arrow 312 E. Commercial St. Client: Oksana Boyko	Sheet Number 2 Sheet 2 of 4



LEGAL DESCRIPTION, TRACT 1:

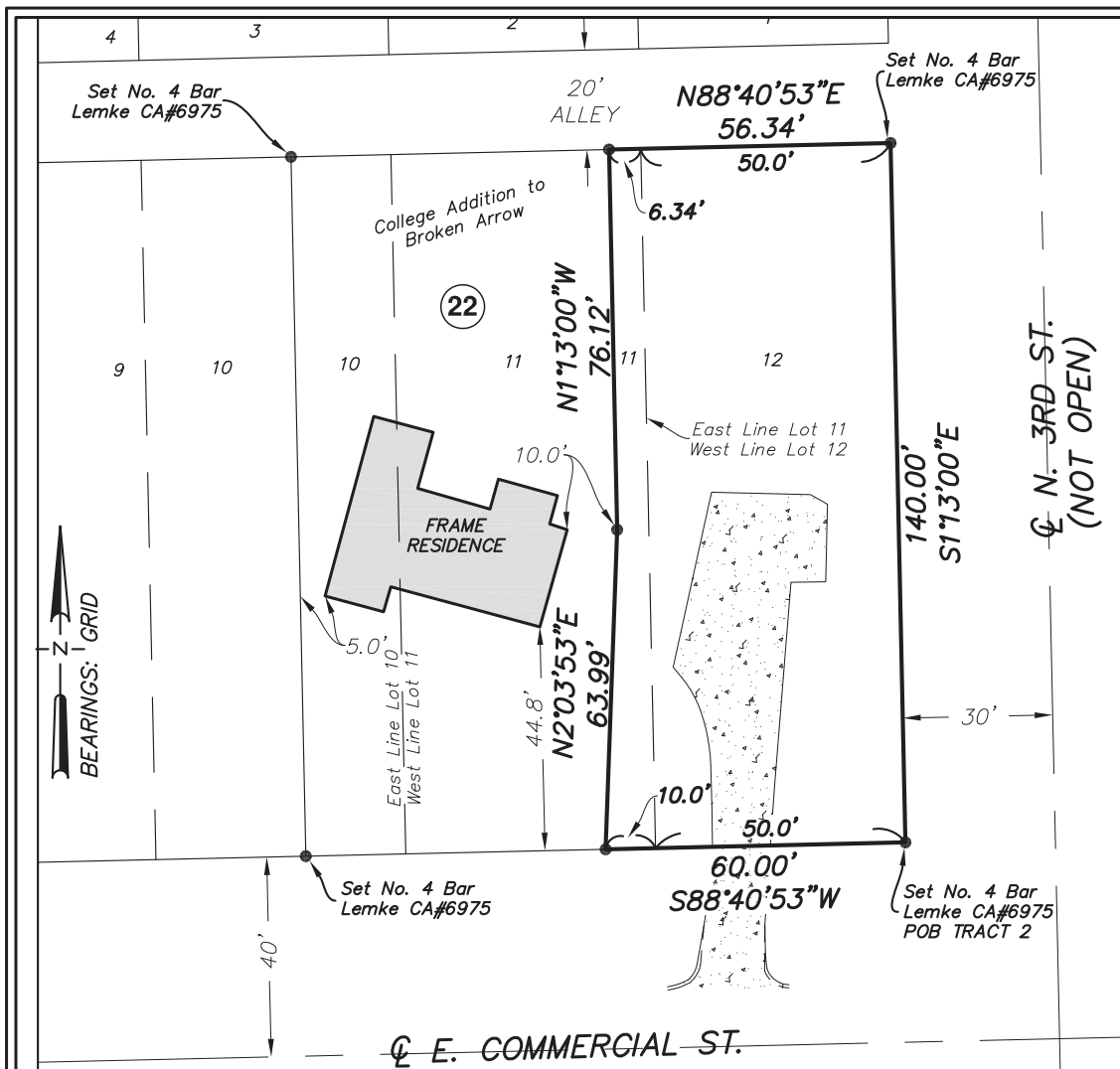
A tract of land being a part of the East 20 Feet of Lot 10 and All of Lot 11, Block 22, College Addition to the City of Broken Arrow, Tulsa County, Oklahoma, said tract of land being described as follows:

COMMENCING at the Southeast Corner of Lot 12, Block 22, College Addition to the City of Broken Arrow; Thence South 88°40'53" West along the South line of said Lots 12 and 11 for 60.00 feet to the POINT OF BEGINNING; Thence continuing South 88°40'53" West along said South line of Lot 11 and along the South line of said Lot 10 for 60.00 feet to a point that is 20.00 feet West of the Southeast Corner of said Lot 10. Thence North 1°13'00" West and parallel with the East line of said Lot 10 for 140.00 feet to a point on the North line of said Lot 10, said point begin 20.00 feet West of the Northeast Corner of said Lot 10; Thence North 88°40'53" East along the North lines of said Lots 10 & 11 for 63.66 feet to a point that is 43.66 feet East of the Northwest Corner of said Lot 11; thence South 1°13'00" East and parallel with the East line of said Lot 11 for 76.12 feet; Thence South 2°03'53" West for 63.99 feet to the Point of Beginning of said tract of land. Said described tract of land contains 8,796 Square Feet or 0.202 Acres ±.



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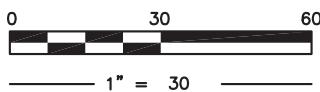
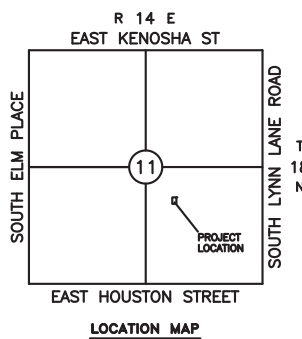
LEMKE LAND SURVEYING, LLC 7060 YALE AVE., STE. 603, TULSA, OK 74136 PH.(918)895-9383 FAX(918)895-9383 CA # 6975 http://www.lemke-ls.com		Surveyed By: JL Drawn By: CDC Approved By: CDC Date: 12/18/2017 Scale: 1" = 30' Project No: OBOS172000	Project: Lot Split E. 20' of Lot 19 & Lots 11 & 12, Blk. 22 Project Location: College Addition to Broken Arrow 312 E. Commercial St. Client: Oksana Boyko	Sheet Number 3 Sheet 3 of 4
		S L L S		



LEGAL DESCRIPTION, TRACT 2:

A tract of land being a part of Lots 11 & 12, Block 22, College Addition to the City of Broken Arrow, Tulsa County, Oklahoma, said tract of land being described as follows:

BEGINNING at the Southeast Corner of said Lot 12; Thence South 88°40'53" West along the South line of said Lots 12 and 11 for 60.00 feet to a point that is 10.00 feet West of the Southeast Corner of said Lot 11; Thence North 2°03'53" East for 63.99 feet to a point that is 6.34 feet West of the East line of said Lot 11; Thence North 1°13'00" West and parallel with said East line of Lot 11 for 76.12 feet to a point on the North line of said Lot 11, said point being 6.34 feet West of the Northeast Corner of said Lot 11; Thence North 88°40'53" East along the North line of said Lots 11 & 12 for 56.34 feet to the Northeast Corner of said Lot 12; Thence South 1°13'00" East along the East Line of said Lot 12 for 140.00 feet to the POINT OF BEGINNING. Said described tract of land contains 8,004 Square Feet or 0.184 Acres ±.



<p>LEMKE LAND SURVEYING, LLC</p> <p>7060 YALE AVE., STE. 603, TULSA, OK 74136 PH.(918)895-9383 FAX(918)895-9383 CA # 6975 http://www.lemke-ls.com</p>		<p>Surveyed By: JL</p> <p>Drawn By: CDC</p> <p>Approved By: CDC</p> <p>Date: 12/18/2017</p> <p>Scale: 1" = 30'</p> <p>Project No: OBOS172000</p>	<p>Project: Lot Split E. 20' of Lot 19 & Lots 11 & 12, Blk. 22</p> <p>Project Location: College Addition to Broken Arrow 312 E. Commercial St.</p> <p>Client: Oksana Boyko</p>	<p>Sheet Number 4 Sheet 4 of 4</p>
		<p>Project: College Addition to Broken Arrow</p>		

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City of Broken Arrow

Request for Action

File #: 26-491, **Version:** 1

**Broken Arrow Planning Commission
04-09-2026**

To: Chairman and Commission Members
From: Community Development Department
Title:

Approval of PT-002636-2026|PR-000934-2026, Preliminary Plat, Bentree Lift Station, approximately 6.27 acres, 1 Lot, AG (Agricultural)/PUD-001983-2025, located one-eighth mile south of Albany Street (61st Street), one-third mile east of 23rd Street (193rd E. Avenue/County Line Road)

Background:

Applicant: City of Broken Arrow
Owner: Broken Arrow Municipal Authority
Developer: City of Broken Arrow
Engineer: Russell Muzika, GEODECA LLC

Location: Approximately one-eighth mile south of Albany Street (61st Street), one-third mile east of 23rd Street (193rd E. Avenue/County Line Road)
Size of Tract 6.27 acres
Number of Lots: 1
Zoning: AG (Agricultural)/PUD-001983-2025
Comp Plan: Level 2 - Urban Residential

PT-002636-2026, the preliminary plat for Bentree Lift Station, proposes to have 1 lot on 6.27 acres. This property, which is located approximately one-eighth mile south of Albany Street (61st Street), one-third mile east of 23rd Street (193rd E. Avenue/County Line Road), was rezoned from AG (Agricultural) to AG/PUD-001983-2025 on March 18, 2025.

Access to this property is from a mutual access easement located in Lot 21, Block 1 Bentree subdivision to the south. No street frontage is present on this lot. This lot is proposed to be developed as a potential sanitary sewer lift station.

According to FEMA maps, the north portion of the property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. This preliminary plat was reviewed by the Technical Advisory Committee on March 31, 2026.

Attachments: Preliminary Plat
Checklist

Recommendation:

Staff recommends PT-002636-2026|PR-000934-2026, Preliminary Plat for Bentree Lift Station, be approved subject to the attached comments.

Reviewed by: Jane Wyrick

File #: 26-491, Version: 1

Approved by: Rocky Henkel

BENTREE STATION

A Part of the West 10 acres of the East 29.97 acres of
Government Lot 3 of Section 6, Township 18 North, Range 15
East of the Indian Base and Meridian, Wagoner County, Oklahoma

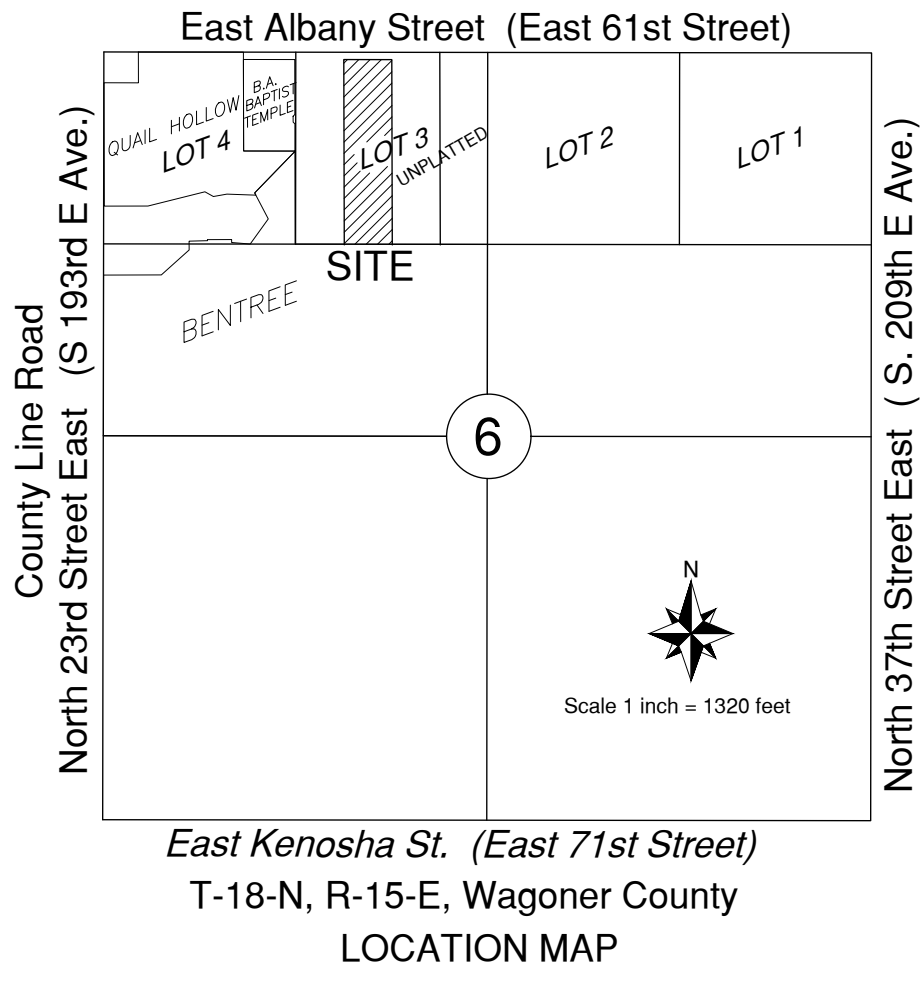
PUD-001983-2025

East Albany Street (E. 61st St. S.)

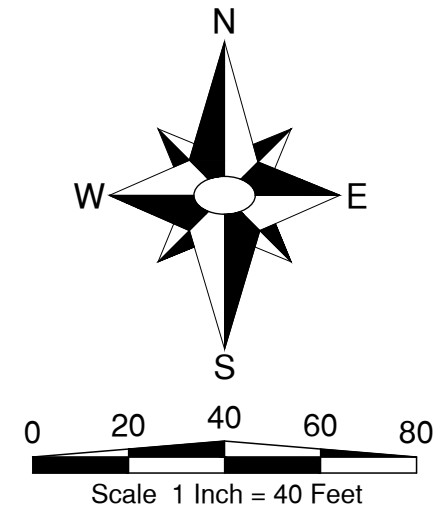
North Line Government Lot 3, Section 6 T18N R15E Wagoner County

657.70'

NE Corner
Government Lot 3
MAG Nail "CA6318"



NW Corner
Section 6
BRASS CAP



OWNER:
City of Broken Arrow, a Municipal Corporation
220 S. First Street
Broken Arrow, Oklahoma 74012
918.259.2400

P05: Property
owner is Broken
Arrow Municipal
Authority

SURVEYOR:
GEODECA, LLC
Russell Muzika, PLS
P.O. Box 33012
Tulsa, Oklahoma 74153
918.949.4064
rmuzika@geodeca.com
CA #5524 exp 6/30/2026

SUBDIVISION STATISTICS

1 BLOCK, 1 LOTS, 1 RESERVES

SUBDIVISION AREA GROSS:
273,104 Square Feet or 6.2696 Acres

BLOCK 1, LOT 1 : 231,932 Square Feet or 5.3244 Acres
RESERVE A: 41,171 Square Feet or 0.9452 Acres

ADDRESS: TBD
Block Lot Address
1 1 TBD

FINISH FLOORS to be in compliance with current
City of Broken Arrow Subdivision Regulations.

NOTES:

Addresses shown on this plat were accurate at the time this
plat was filed. Addresses are subject to change and should
never be relied on in place of legal descriptions.

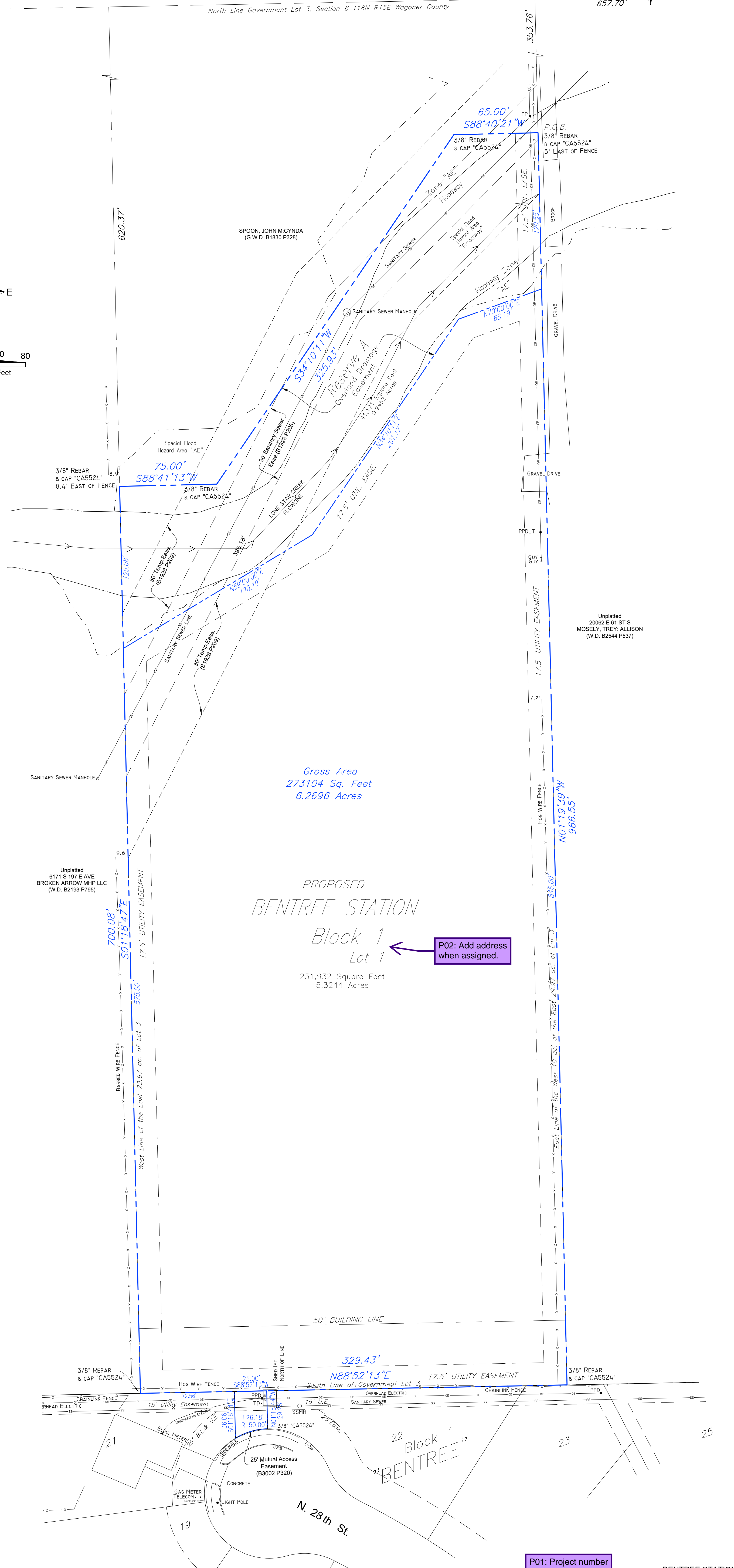
Monuments Found as shown or set with 3/8" or 1/2" rebar
and cap stamped "CA5524"

Horizontal Datum & Bearings and distance based on the
Oklahoma State Plane, Zone North NAD83 grid
combined scale factor 1.0000769693022900 Grid to Ground

Vertical Datum NAVD 1988

FEMA Special Flood Hazard Areas per
FIRM Panel #40145C0085J 9/30/2016

FINISH FLOORS to be in compliance with current City of
Broken Arrow Subdivision Regulations.



PROPOSED
BENTREE STATION

Block 1
Lot 1

231,932 Square Feet
5.3244 Acres

P02: Add address
when assigned.

Unplatted
20062 E 61 ST S
MOSELY, TROY ALLISON
(W.D. B2544 P537)

Unplatted
6171 S 197 E AVE
BROKEN ARROW MHP LLC
(W.D. B2193 P795)

Gross Area
273104 Sq. Feet
6.2696 Acres

CERTIFICATE

I hereby certify that all real estate taxes involved in
this plat have been paid as reflected by the current
tax rolls.

taxes may exceed the amount of the
security deposit.

Dated _____
Wagoner County Treasurer
By: _____
Deputy

APPROVED _____ by the City
Council of the City of Broken Arrow,
Oklahoma.

Chair _____
Attest: City Clerk

P01: Project number
will be
PR-000934-2026

BENTREE STATION
PRELIMINARY PLAT SHEET 1 OF 2
PREPARED: 3/09/2026
Project: (PR-00000-2026)

BENTREE STATION

A Part of the West 10 acres of the East 29.97 acres of
Government Lot 3 of Section 6, Township 18 North, Range 15
East of the Indian Base and Meridian, Wagoner County, Oklahoma

PUD-001983-2025

P03: Deed of Dedication
and Restrictive
Covenants need to
include PUD language.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, The City of Broken Arrow a Municipal Corporation, is the sole owner in fee simple, hereinafter referred to as the 'Developer' of the following described real property in Wagoner County, State of Oklahoma, (the "Property") to-wit;

A Part of the West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of Government 3; thence along the North line of Section 6, S88°53'47"W a distance of 657.70 feet; thence along the East Line of the West 10 ac. of the East 29.97 ac. of Lot 3, S01°19'39"E a distance of 353.75 feet to the Point of Beginning; thence S88°40'21"W a distance of 65.00 feet; thence S34°10'10"W a distance of 325.93 feet; thence S88°41'13"W a distance of 75.00 feet; thence along the West Line of the East 29.97 ac. of Lot 3, S01°18'47"E a distance of 700.08 feet; thence along the South Line of Government Lot 3, N88°52'13"E a distance of 329.43 feet; thence N01°19'39"W a distance of 966.55 feet to the Point of Beginning.

having an area of 273105 Square Feet, 6.2696 Acres

Bearings based on Oklahoma State Plane Zone North (NAD83) Grid

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above land, under the name of 'BENTREE STATION', an addition to the City of Broken Arrow, Wagoner County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS, AND UTILITIES.

1. The Owner does hereby dedicate to the public the street rights-of-way as depicted on the accompanying plat. Additionally, the Owner does hereby dedicate to the public the utility easements designated as "U.E." or "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that is within the utility easements depicted on the accompanying plat. No building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences that do not constitute an obstruction. Private service lines and private storm sewer lines may cross the public utility easements but not be located in the easement and run parallel inside the easement. Franchise utilities defined in section 1.2 may be located in the public utility easements.

2. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service, the lot is subject to the following:

a. Overhead pole lines for the supply of electric, telephone and cable television service may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the Subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for the general utility services and in the rights-of-ways of the public streets, as depicted on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

b. Underground service cables and gas service lines to all buildings which may be located in the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located upon said lot: provided that upon that the installation of such a service cable or a gas service line to a particular building, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or gas line, extending from the service pedestal transformer or gas main to the service entrance on the building.

- The supplier of gas service through its agents and employees shall at all times have the right of access to all Utility Easements shown on the plat or as otherwise provided for in this Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
- The owner of any lot shall be responsible for the protection of the underground gas facilities located within the lot and shall prevent the alteration of grade or any other construction activity which would interfere with gas service. The supplier of gas service shall be responsible for the ordinary maintenance of its facilities, but the lot owner shall pay for damage or relocation of facilities caused or necessitated by acts of the lot owner, or the lot owner's agents or contractors.
- The covenants set forth in this subsection shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound by these covenants.

c. The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it.

d. The owner of BENTREE STATION shall be responsible for the protection of the underground electric, telephone, cable television or gas service lines located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas service line facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of BENTREE STATION will pay for damage or relocation so such facilities caused or necessitated by acts of such owner of his agents or contractors.

e. The foregoing covenants set forth in this paragraph "2" 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.

3. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

a. Owner of the each Lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on their lot.

b. Within the utility easements areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main, or storm sewer or any construction activity which would interfere with public water mains, sanitary sewer mains, and storm sewers shall be prohibited.

c. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains, and storm sewers, but the Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner his agents or contractors.

d. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water, sanitary sewer or storm sewer facilities.

e. All private storm sewer is the responsibility of the lot owner.

f. The foregoing covenants set forth in the above paragraphs shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the Owners of the Lots agrees to be bound.

4. OWNER RESPONSIBILITY WITHIN EASEMENTS

The owner of the BENTREE STATION shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the plat in the event it is necessary to install, maintain, replace or remove any underground water or sewer mains, electric, gas service lines, cable television, telephone service.

5. LAND USE

All construction is to be strictly according to the City of Broken Arrow, Oklahoma, zoning codes.

6. SIDEWALKS

Sidewalks are required along streets designated by and in accordance with subdivision regulations. Required sidewalks shall be constructed in conformance with City of Broken Arrow Engineering design standards, by the Owner/Developer. Sidewalks will be constructed at the time a building permit is issued on a lot. Sidewalks along street frontages in reserve areas need to be constructed with the streets.

7. LOT 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 and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot.

8. BUILDING MATERIALS

Building designs, facades and materials shall comply with the minimum standards set forth in all applicable City of Broken Arrow ordinances and regulations.

9. LANDSCAPED AREA AND SCREENING

All landscaping and screening shall meet or exceed the requirements and ordinances of the City of Broken Arrow. Along the southern boundary of Tract B, a 15' landscape buffer shall be required. Within this buffer, 1 tree per 50 lineal feet shall be planted. Utility facility shall be screened by an opaque fence, a minimum of 6-feet in height. No perimeter screening fence shall be required along the property lines.

10. MUTUAL ACCESS EASEMENTS

Mutual access easements are required to be provided by all platted lots and lots created by future lot splits or re-plat for the purposes of permitting vehicular and pedestrian access to and from the streets and areas adjacent to and within the "Property". Such easement(s) shall be for the mutual use and benefit of owners of lots within the "Property", 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 "Property".

11. LIMITS OF NO ACCESS

The owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to the streets as depicted on this plat as "Limits of No Access" (LNA). Limits of access and no access may be amended or released by the Broken Arrow Planning Commission, or its successor and with the approval of the City of Broken Arrow.

SECTION II. RESERVE AREA DRAINAGE AND DETENTION EASEMENT

The owner does dedicate Reserve Areas, Overland Drainage and Detention Easements as designated on this plat for the purposes of permitting the flow conveyance, detention, discharge and perpetual drainage of stormwater runoff over and across property as designated on this Plat as approved by the city of Broken Arrow. Detention and other drainage facilities constructed within said reserve, drainage and detention easement area shall be in accordance with standards and specifications approved by the city of Broken Arrow. No fence, wall, building or other obstruction may be placed or maintained in the detention easement area nor shall there be any alteration of the grades or contours in such easement area unless approved by engineering and construction department of the city of Broken Arrow. The Owner/Developer of BENTREE STATION is permitted to install landscaping, lighting, signage, and irrigation systems in Reserve. It is also expressly understood that the maintenance of Reserve, is the responsibility of the Owner/Developer of BENTREE STATION. The City of Broken Arrow shall have no liability for any damage to, including but, not limited to signage, lighting, landscaping, or irrigation systems within Reserve. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the Broken Arrow Economic Development Authority. Reserve C is a Restricted Sanitary Sewer Easement Area and Lift Station Area not to be used for Detention.

SECTION III. TERM, AMENDMENT, AND ENFORCEMENT

1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth with respect to such covenants only, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years. The covenants and restrictions may be amended or modified at any time by the Broken Arrow Economic Development Authority.

2. The City of Broken Arrow, reserves the right in its sole discretion and without joinder of any party to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by Broken Arrow Economic Development Authority and filed in the office of the Wagoner County Clerk.

3. Invalidation of any restriction set forth herein, or any part thereof, by any order, judgment, or decree of any court or otherwise shall not invalidate or affect any of the other restrictions or any part thereof that's set forth herein which shall remain in full force and effect.

In witness whereof _____ has executed this instrument on this _____ day of _____, 2026.

City of Broken Arrow a Municipal Corporation

By: Mayor

STATE OF OKLAHOMA }
COUNTY OF WAGONER }SS

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared _____, for City of Broken Arrow a Municipal Corporation, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Given under my hand and seal the day and year last written.

My Commission Expires _____

Notary Public _____

CERTIFICATE OF SURVEY

I, Russell M. Muzika, of GEODECA LLC, A Licensed Professional Land Surveyor in the State of Oklahoma do hereby certify that I have carefully and accurately surveyed, subdivision, and platted the tract of land described above and that the accompanying plat designated herein as "BENTREE STATION" an Addition to the City of Broken Arrow, Wagoner County, State of Oklahoma is a true representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the practice of land surveying.

Executed this _____ Day of November 2026

Russell M. Muzika, Professional Land Surveyor Okla. #1603
GEODECA LLC CA #5524, Renewal June 30, 2026



Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Russell M. Muzika, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Given under my hand and seal the day and year last written.

My Commission Expires _____

Notary Public _____

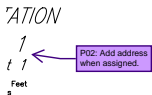
P04: Correct
page number to
"2 of 2"

BENTREE STATION PRELIM PLAT planning comments.pdf Markup Summary

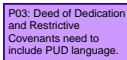
Mackenzie Comments (5)



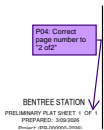
Subject: Mackenzie Comments
Page Label: [1] BENTREE STATION (ARCH D) (Portrait) (1) P01: Project number will be PR-000934-2026
Author: Mackenzie Hackett
Date: 3/30/2026 11:18:06 AM
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Space:



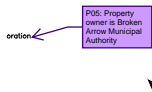
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Page Label: [1] BENTREE STATION (ARCH D) (Portrait) (1) P02: Add address when assigned.
Author: Mackenzie Hackett
Date: 3/30/2026 11:18:30 AM
Status:
Color: ■
Layer:
Space:



Subject: Mackenzie Comments
Page Label: [1] BENTREE STATION (ARCH D) (Portrait) (2) P03: Deed of Dedication and Restrictive Covenants need to include PUD language.
Author: Mackenzie Hackett
Date: 3/30/2026 11:21:06 AM
Status:
Color: ■
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Subject: Mackenzie Comments
Page Label: [1] BENTREE STATION (ARCH D) (Portrait) (2) P04: Correct page number to "2 of 2"
Author: Mackenzie Hackett
Date: 3/30/2026 11:22:17 AM
Status:
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Layer:
Space:



Subject: Mackenzie Comments
Page Label: [1] BENTREE STATION (ARCH D) (Portrait) (1) P05: Property owner is Broken Arrow Municipal Authority
Author: Mackenzie Hackett
Date: 3/30/2026 11:28:42 AM
Status:
Color: ■
Layer:
Space:



City of Broken Arrow

Request for Action

File #: 26-472, Version: 1

**Broken Arrow Planning Commission
04-09-2026**

To: Chairman and Commission Members
From: Community Development Department
Title:

Approval of PR-000848-2025 | PT-002731-2026, Conditional Final Plat, The Villages at Rose Hill, 12.86 acres, AG (Agricultural) to RMF (Residential Multifamily) via PUD-001787-2024 and BAZ-001788-2024, located approximately one-half mile north of Houston Street (81st Street), one-half mile east of 9th Street (177th E. Avenue/Lynn Lane Road)

Background:

Applicant: Danyell Blankenship (Route 66 Engineering)
Owner: Gatesway Foundation, Inc.
Developer: Gatesway Foundation, Inc.
Engineer: Billy Cox (Route 66 Engineering)
Location: One-half mile north of Houston Street (81st Street), one-half mile east of 9th Street (177th E. Avenue/Lynn Lane Road)
Size of Tract 12.86 acres
Number of Lots: 1 lot and 1 reserve area
Present Zoning: A-1 (Agricultural)
Proposed Zoning: AG (Agricultural) to RMF (Residential Multi-Family) via PUD-001787-2024 and BAZ-001788-2024
Comp Plan: Level 3 - Transition Area

PT-002731-2026-2025 proposes to replat 12.86 acres, which is platted as Lot 3, 4 & 5, Block 1 of Gatesway Foundation Campus. BAZ-001788-2024 and PUD-001787-2024 were approved by City Council on January 21, 2025 which rezoned the property to RMF (Residential Multi-Family). The property is located one-half mile north of Houston Street (81st Street), one-half mile east of 9th Street (177th E. Avenue/Lynn Lane Road).

The owner would like to develop the property as a multi-family workforce development. The development would serve both Gatesway Foundation and the general public.

The Technical Advisory Committee reviewed the Conditional Final Plat on March 31, 2026. While there were no comments from utility stakeholders, City staff had three items for the applicant to address. Engineering noted that additional utility easements may be needed and can be added to the final plat once those exact locations are set. Additionally, Planning noted that the plat covenants need to be updated to include the changes

from PUD-001787-2024 and to reflect the project's new name, "The Villages at Rose Hill."

According to FEMA's National Flood Hazard Layer, no portions of the property are located within the 100-year floodplain. All developments will follow city, FEMA, and US-ACE stormwater regulations.

Attachments: The Villages at Rose Hill Plat and Covenants

Recommendation:

Staff recommends PR-000848-2025 | PT-002731-2026, conditional final plat for The Villages at Rose Hill, be approved subject to items mentioned above.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

JJR

CONDITIONAL FINAL RE-PLAT GATESWAY FOUNDATION CAMPUS

PUD-176A

A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (SW/4)
OF SECTION TWENTY-SEVEN (27), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST,
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER:
GATESWAY FOUNDATION INC.
AN OKLAHOMA NON-PROFIT CORPORATION
1217 E. COLLEGE
BROKEN ARROW, OKLAHOMA 74012
Phone: 918-258-3900

ENGINEER:
ROUTE 66 ENGINEERING
5 S. MAIN ST. SAPULPA, OK 74066
PHONE: 918-852-1458
CONTACT: Billy Cox
Email: bcox@66eng.com

SURVEYOR:
WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION NO. 1098
9936 EAST 55TH PLACE
TULSA, OKLAHOMA 74146
PHONE: 918-663-6924

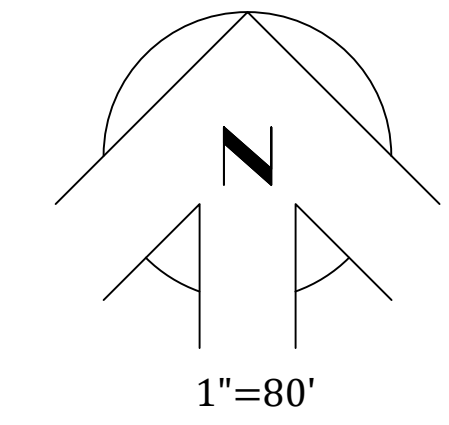
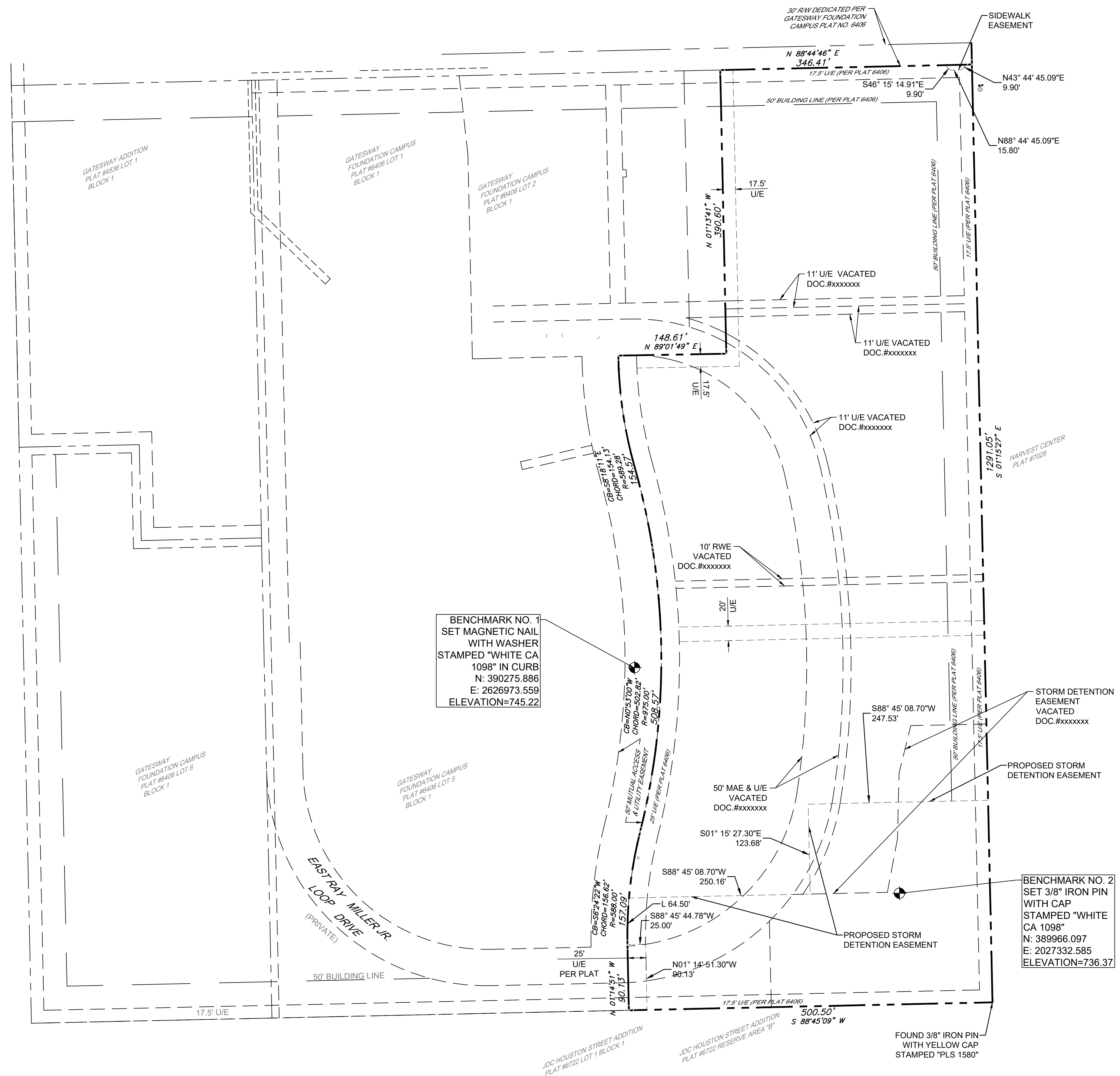
BENCHMARKS

BENCHMARK NO. 1
SET MAGNETIC NAIL WITH WASHER
STAMPED "WHITE CA 1098" IN CURB
N: 390275.886
E: 2626973.559
ELEVATION=745.22

BENCHMARK NO. 2
SET 3/8" IRON PIN WITH CAP STAMPED
"WHITE CA 1098"
N: 389966.097
E: 2027332.585
ELEVATION=736.37

NOTES

1. WATER AND SANITARY SEWER FOR THIS SITE WILL BE SERVED BY THE CITY OF BROKEN ARROW.



DATE OF PREPARATION: MARCH 04, 2026

LEGEND

- BENCHMARK
SET 3/8" IRON PIN WITH CAP STAMPED "WHITE CA 1098"
- U/E UTILITY EASEMENT
- MAE MUTUAL ACCESS EASEMENT
- RWE RURAL WATER DISTRICT EASEMENT

SUBDIVISION CONTAINS
ONE (1) LOT IN BLOCK ONE (1)
GROSS SUBDIVISION AREA: 12.86 ACRES
(560,277.89 Ft.)

DESCRIPTION

LEGAL DESCRIPTION:
A TRACT OF LAND THAT IS ALL OF LOT FOUR (4) AND PART OF LOTS THREE (3) AND FIVE (5), BLOCK ONE (1), GATESWAY FOUNDATION CAMPUS, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT FOUR (4); THENCE SOUTH 01°15'27" EAST ALONG THE EAST LINE OF SAID LOTS FOUR (4) AND FIVE (5), FOR 1291.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT FIVE (5); THENCE SOUTH 88°45'09" WEST FOR 500.50 FEET; THENCE NORTH 01°14'51" WEST, FOR 90.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 588.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06°24'22" EAST FOR 156.62 FEET; THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 157.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 00°53'00" WEST FOR 502.82 FEET; THENCE WITH SAID CURVE TO THE LEFT AN ARC LENGTH OF 508.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 589.28 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 08°18'11" WEST FOR 154.13 FEET; THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 154.57 FEET; THENCE NORTH 89°01'49" EAST FOR 148.61 FEET; THENCE NORTH 01°13'41" WEST FOR 390.60 FEET TO A POINT ON THE NORTH LINE OF SAID LOT THREE (3); THENCE NORTH 88°44'46" EAST ALONG THE NORTH LINE OF SAID LOTS THREE (3) AND FOUR (4), FOR 346.41 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND, CONTAINING 560,277.89 FEET OR 12.86 ACRES MORE OR LESS.

BASIS OF BEARINGS

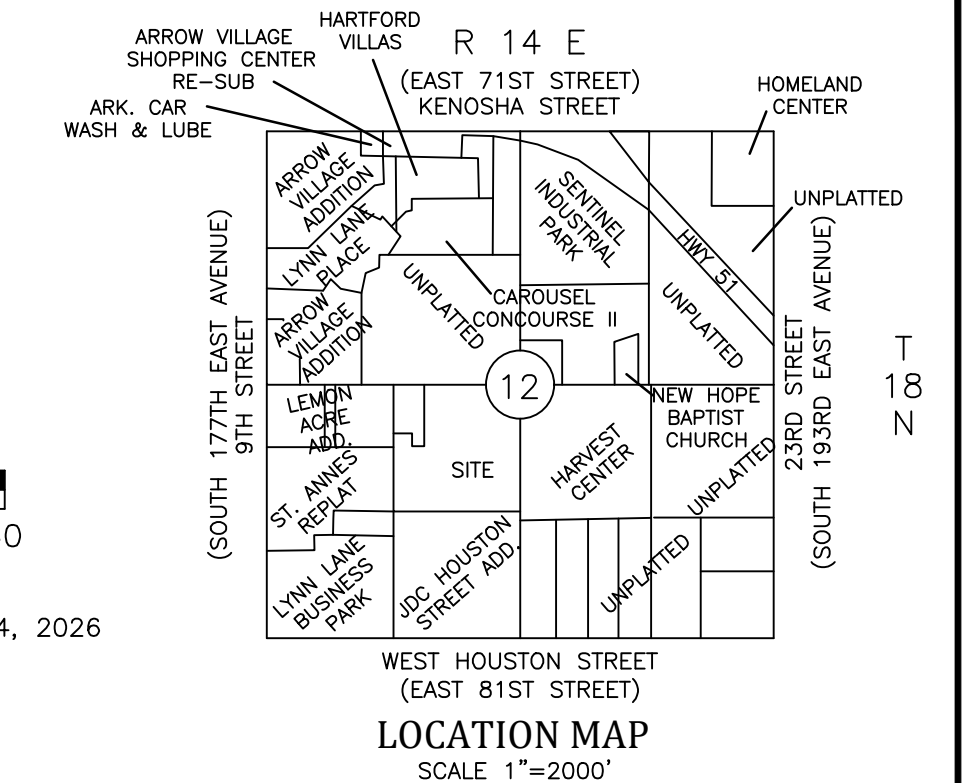
THE BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD83 (2011) NORTH ZONE AND THE EAST LINE OF LOT S 4 AND 5, BLOCK 1, GATESWAY FOUNDATION CAMPUS BEING S 01°15'27" E.

VERTICAL DATUM

THE ELEVATIONS SHOWN HEREON ARE NAVD 1988 DATUM ESTABLISHED USING A TRIMBLE R10 ON RTK NETWORK.

FEMA FIRM PANEL INFORMATION

BY GRAPHIC PLOTTING ONLY, THE SUBJECT TRACT LIES WITHIN ZONE X UNSHADED DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AS SHOWN ON FIRM MAP PANEL NUMBER 40143C0392L WITH AN EFFECTIVE DATE OF 09/16/2012.



WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION NO. CA1098



BY: _____ DATE: _____
REGISTERED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 1806

WHITE SURVEYING COMPANY
providing land surveying services since 1940

9936 E. 55th Place • Tulsa, OK 74146 • 918.663.6924 • 918.664.8366 fax
BA PR-000848-2025

P01: Include amendments from PUD-001787-2024

DEED OF DEDICATION
RE-PLAT GATESWAY FOUNDATION CAMPUS

KNOW ALL MEN BY THESE PRESENTS:

GATESWAY FOUNDATION, INC., AN OKLAHOMA NON-PROFIT CORPORATION, HEREINAFTER REFERRED TO AS THE 'OWNER', IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS ALL OF LOT FOUR (4) AND PART OF LOTS THREE (3) AND FIVE (5), BLOCK ONE (1), GATESWAY FOUNDATION CAMPUS, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT FOUR (4); THENCE SOUTH 01°15'27" EAST ALONG THE EAST LINE OF SAID LOTS FOUR (4) AND FIVE (5), FOR 1291.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT FIVE (5); THENCE SOUTH 88°45'09" WEST FOR 500.50 FEET; THENCE NORTH 01°14'51" WEST, FOR 90.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 588.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06°24'22" EAST FOR 156.82 FEET; THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 157.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 00°53'00" WEST FOR 502.82 FEET; THENCE WITH SAID CURVE TO THE LEFT AN ARC LENGTH OF 508.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 589.29 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 08°18'11" WEST FOR 154.13 FEET; THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 154.57 FEET; THENCE NORTH 89°01'49" EAST FOR 148.61 FEET; THENCE NORTH 01°13'41" WEST FOR 390.60 FEET TO A POINT ON THE NORTH LINE OF SAID LOT THREE (3); THENCE NORTH 89°44'48" EAST ALONG THE NORTH LINE OF SAID LOTS THREE (3) AND FOUR (4), FOR 348.41 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND, CONTAINING 560,277.89 FEET OR 12.86 ACRES MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "RE-PLAT GATESWAY FOUNDATION CAMPUS", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

SECTION J. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS.

"THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UE" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/ OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER BOUNDARIES OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND. IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.

2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.

3. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

4. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

5. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED.

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

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE.

EACH LOT DEPICTED ON THE PLAT OF "GATESWAY FOUNDATION CAMPUS" SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), 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 ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. RESTRICTED WATERLINE EASEMENT

ALL UTILITY EASEMENTS ARE GENERAL UTILITY EASEMENTS UNLESS SPECIFIC DESIGNATIONS ARE REQUESTED AND ARE LIMITED TO TRANSMISSION LINES OR OFFSITE EASEMENTS. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE RESTRICTED WATERLINE EASEMENT DEPICTED ON THE ACCOMPANYING PLAT, DESIGNATED AS "RWUE", 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 AND CURBING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

G. MUTUAL ACCESS EASEMENTS

MUTUAL ACCESS EASEMENTS, AS DEPICTED ON THE ACCOMPANYING PLAT AS M.A.E., ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS ADJACENT TO AND CONTAINED WITHIN THE PLAT, AND SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE OWNERS OF LOTS 1, 2, 5, & 6, BLOCK 1, GATESWAY FOUNDATION CAMPUS, THEIR GUESTS AND INVITEES, AND SHALL BE APPURTENANT TO THE OWNERS OF LOTS 1, 2, 5 & 6, BLOCK 1, GATESWAY FOUNDATION CAMPUS, PROVIDED, HOWEVER, GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SHALL HAVE THE REASONABLE USE OF THE EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO LOTS 1, 2, 5, & 6, BLOCK 1, GATESWAY FOUNDATION CAMPUS. MAINTENANCE AND UPKEEP OF THE PRIVATE DRIVEWAY AND IMPROVEMENTS WITHIN THE MUTUAL ACCESS EASEMENTS SHALL BE PERPETUAL IN NATURE AND COSTS FOR SUCH MAINTENANCE AND UPKEEP EFFORTS OF SUCH PRIVATE DRIVEWAY AND IMPROVEMENTS SHALL BE BY THE OWNERS OF LOTS 1, 2, 5, & 6, BLOCK 1, GATESWAY FOUNDATION CAMPUS.

STORMWATER DETENTION EASEMENT.

1. STORMWATER DETENTION FACILITIES SHALL BE CONSTRUCTED BY THE OWNER / DEVELOPER WITHIN THE STORMWATER DETENTION EASEMENT AREA, DESIGNATED ON THE ACCOMPANYING PLAT, ACCORDING TO THE SPECIFICATIONS AND STANDARDS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2. THE STORMWATER DETENTION EASEMENT WITHIN THE SUBDIVISION SHALL BE MAINTAINED BY THE OWNER OF LOT 3, BLOCK 1, GATESWAY FOUNDATION CAMPUS. THE MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF EROSION, APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATIONS, AND THE PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORMWATER DETENTION EASEMENT AREAS. MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE AT THE COST OF THE OWNER OF LOT 3, BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
A. THE STORMWATER DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER, AND,
B. THE STORMWATER DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING (FOUR) 4 WEEKS.

3. IN THE EVENT THE OWNER OF LOT 3, BLOCK 1, GATESWAY FOUNDATION CAMPUS, FAILS TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORMWATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF LOT 3, BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS.

4. IN THE EVENT THE OWNER OF LOT 3, BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS, OBLIGATED TO MAINTAIN THE STORMWATER DETENTION EASEMENT. AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE OF THE STORMWATER DETENTION EASEMENT AS ABOVE SET FORTH, THE CITY OF BROKEN ARROW, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER OF LOT 1, BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT STANDARDS.

WHEREAS, "GATESWAY FOUNDATION CAMPUS" WAS SUBMITTED AS PART OF PLANNED UNIT DEVELOPMENT 176A (PUD #176A) PURSUANT TO THE BROKEN ARROW ZONING ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "BROKEN ARROW ZONING CODE"); AND

WHEREAS, PUD #176A WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AND BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THIS SUBDIVISION FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA; AND AMENDMENTS THERETO; AND

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

THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, BINDING UPON THE OWNER AND ITS SUCCESSORS IN TITLE AND ENFORCEABLE BY THE OWNER, ANY PERSON OWNING A LOT WITHIN "GATESWAY FOUNDATION CAMPUS", AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, AS HEREINAFTER SET FORTH.

PUD 176A DEVELOPMENT AREA "B" - CONSISTING OF LOT 1 BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS, AND LOT 3, BLOCK 1, RE-PLAT GATESWAY ADDITION PERMITTED USES:

ALL EXISTING ON-SITE BUILDINGS AND USES; FUTURE OFFICE AND ADMINISTRATIVE BUILDINGS AND USES; SINGLE OR MULTI-FAMILY BUILDINGS AND USES; MASSON AND/OR VOCATIONAL TRAINING BUILDINGS AND USES; RECREATIONAL BUILDINGS, FACILITIES, AND USES; MAINTENANCE BUILDINGS AND USES; AND FUTURE ACCESSORY BUILDINGS AND USES ASSOCIATED WITH THE GATESWAY FOUNDATION.

MAXIMUM NON-RESIDENTIAL BLDG. FLOOR AREA: 425,057 SF
MAXIMUM RESIDENTIAL DWELLING UNITS: 183
MAXIMUM LAND COVERAGE (ALL BUILDINGS) 30%
MAXIMUM BUILDING HEIGHT:

OFFICE & ADMINISTRATIVE BUILDING USES: 30 FEET
OTHER USES: 50 FEET

(ARCHITECTURAL ELEMENTS MAY EXCEED THE MAXIMUM BUILDING HEIGHT WITH DETAIL SITE PLAN APPROVAL)
MINIMUM LOT SIZE: 1 ACRE (43,560 SF)
MINIMUM LOT FRONTAGE:

ALL LOTS SHALL HAVE A MINIMUM 150' OF FRONTAGE ON EAST COLLEGE STREET, WITH THE EXCEPTION OF LOTS 5 & 6, BLOCK 1. LOTS 5 & 6, BLOCK 1, SHALL NOT HAVE A PRESCRIBED MINIMUM LOT FRONTAGE REQUIREMENT ON EAST COLLEGE STREET; HOWEVER, SUCH LOTS SHALL BE PERPETUALLY SERVED AND ACCESSED BY THE EXISTING PRIVATE ROADWAYS EXTENDING SOUTHWARD INTO THE GATESWAY SITE. IN THE EVENT SUCH EXISTING PRIVATE ROADWAYS ARE REMOVED OR REALIGNED AT A FUTURE DATE, ACCESS TO AND FROM LOTS 5 & 6, BLOCK 1, TO EAST COLLEGE STREET SHALL BE PERPETUALLY MAINTAINED ALONG SUCH PRIVATE ROADWAY REALIGNMENT EFFORTS, OR, IN THE EVENT OF REMOVAL OF SUCH EXISTING PRIVATE ROADWAYS, ALONG A NEW PRIVATE OR PUBLIC ROADWAY ROUTE ACCEPTABLE TO THE CITY OF BROKEN ARROW. ACCESS TO AND FROM LOTS 5 & 6, BLOCK 1, TO EAST COLLEGE STREET SHALL BE SUFFICIENTLY COVERED BY A PERPETUAL MUTUAL ACCESS EASEMENT (EITHER VIA PLATTING OR BY SEPARATE INSTRUMENT) EXTENDING FROM THE SOUTHERN RIGHT-OF-WAY LIMITS OF EAST COLLEGE STREET TO THE PROPERTY LINE BOUNDARY OR BOUNDARIES OF SAID LOTS 5 & 6, BLOCK 1.

MINIMUM BUILDING SETBACKS:

FROM CENTERLINE OF EAST COLLEGE: 80 FEET
FROM THE EAST BOUNDARY OF DEVELOPMENT AREA "A": 50 FEET
FROM THE WEST BOUNDARY OF DEVELOPMENT AREA "A" 50 FEET
FROM THE SOUTH BOUNDARY OF DEVELOPMENT AREA "A" 50 FEET
FROM INTERIOR LOT LINES: 0 FEET

MINIMUM LANDSCAPED AREA:

FOR ANY NEW SINGLE OR MULTI-FAMILY RESIDENTIAL STRUCTURES TO BE CONSTRUCTED WITHIN THE NORTHERLY 300' OF DEVELOPMENT AREA "A", OR FOR ANY SINGLE OR MULTI-FAMILY RESIDENTIAL STRUCTURE BUILDING SQUARE FOOTAGE EXPANSION EFFORTS OF AT LEAST 30% WITHIN THE NORTHERLY 300' OF DEVELOPMENT AREA "A", INSTALLATION OF LANDSCAPING ALONG E. COLLEGE ST. IN ACCORDANCE WITH ARTICLE VII, SECTION 19.6 (RESIDENTIAL, LANDSCAPING REQUIREMENTS) OF THE BROKEN ARROW ZONING CODE SHALL BE REQUIRED FOR THE PARTICULAR LOT UPON WHICH SUCH BUILDING IMPROVEMENTS ARE PROPOSED. FOR ANY NEW SINGLE OR MULTI-FAMILY RESIDENTIAL STRUCTURES TO BE CONSTRUCTED SOUTH OF THE NORTH 300' OF DEVELOPMENT AREA "A", OR FOR ANY SINGLE OR MULTI-FAMILY RESIDENTIAL STRUCTURE BUILDING SQUARE FOOTAGE EXPANSION EFFORTS OF AT LEAST 30% FOR SUCH BUILDING IMPROVEMENTS THAT ARE LOCATED SOUTH OF THE NORTH 300' OF DEVELOPMENT AREA "A", INSTALLATION OF LANDSCAPING SHALL BE REQUIRED IN ACCORDANCE WITH ARTICLE VIII, SECTION 19.6 (RESIDENTIAL LANDSCAPING REQUIREMENTS) OF THE BROKEN ARROW ZONING CODE WITH THE EXCEPTION THAT NO LANDSCAPING ALONG E. COLLEGE ST. SHALL BE REQUIRED FOR SUCH BUILDING IMPROVEMENTS.

SCREENING:

FOR THOSE AREAS OF THE OVERALL GATESWAY FOUNDATION PROPERTY SITE (DEVELOPMENT AREA "A") THAT ABUT ANY RE, R-1, R-2 OR R-3 ZONED PROPERTIES, A MINIMUM HEIGHT SIX FOOT OPAQUE SCREENING FENCE SHALL BE CONSTRUCTED ALONG THE COMMON BOUNDARY LINES BETWEEN DEVELOPMENT AREA "A" AND SUCH RE, R-1, R-2 OR R-3 ZONED PROPERTIES PRIOR TO CONSTRUCTION EFFORTS OF ANY NEW BUILDING OR PARKING LOT IMPROVEMENTS WITHIN DEVELOPMENT AREA "A" THAT ABUT SUCH RE, R-1, R-2 OR R-3 ZONED PROPERTIES. ADDITIONALLY, ALL NEW TRASH, MECHANICAL, AND EQUIPMENT AREAS WITHIN DEVELOPMENT AREA "A" SHALL BE SCREENED FROM PUBLIC VIEW BY A WALL OR SOLID FENCE HAVING A MINIMUM HEIGHT OF SIX FEET. SCREENING FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE.

LIGHTING:

ALL EXTERIOR LIGHTING ASSOCIATED WITH ANY NEW DEVELOPMENT, OR REDEVELOPMENT, WITHIN DEVELOPMENT AREA "B" SHALL MEET THE REQUIREMENTS OF DEVELOPMENT AREA "A" OF ARTICLE VII, SECTION 21 OF THE BROKEN ARROW ZONING ORDINANCE.

OFF-STREET PARKING:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.
SOLID WASTE DISPOSAL:

ANY NEW DUMPSTERS IN DEVELOPMENT AREA "B" SHALL BE SCREENED WITH AN OPAQUE FENCE THAT IS HIGHER THAN THE PROPOSED DUMPSTER, SIX FOOT MINIMUM. ANY NEW DUMPSTERS IN DEVELOPMENT AREA "A" SHALL BE LOCATED AT LEAST 50 FEET FROM ALL EXTERIOR BOUNDARIES OF DEVELOPMENT AREA "A".

SIGNAGE:
AS PERMITTED UNDER ARTICLE IX OF THE CITY OF BROKEN ARROW ZONING CODE (SIGN REGULATIONS).

OTHER BULK AND AREA REQUIREMENTS:
PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.

SECTION III. 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 OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS CONTAINED IN SECTION II, PLANNED UNIT DEVELOPMENT STANDARDS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND TO THE CITY OF BROKEN. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I OR II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BROKEN ARROW, 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.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND 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 HEREINAFTER PROVIDED.

C. AMENDMENT.

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, PLANNED UNIT DEVELOPMENT STANDARDS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF A MAJORITY OF THE LAND WITHIN THE SUBDIVISION AND WITH THE CONCURRENCE OF 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.

1. 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, THE UNDERSIGNED OWNER, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2026.

_____ GATESWAY FOUNDATION INC.
AN OKLAHOMA NON-PROFIT CORPORATION

BY: _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2026 BY _____ AS MANAGER OF DIXIELOU RE LLC.

MY COMMISSION EXPIRES _____ NOTARY _____

CERTIFICATE OF SURVEY:

I, JOHN L. LIBBY, JR., A REGISTERED 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 "SCOOTERS AT BATTLECREEK" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

BY: _____ JOHN L. LIBBY JR. DATE: _____



STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON _____ TH DAY OF _____, 2026, PERSONALLY APPEARED TO ME JOHN L. LIBBY JR., KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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



City of Broken Arrow

Request for Action

File #: 26-492, **Version:** 1

Broken Arrow Planning Commission
04-09-2026

To: Chairman and Commission Members
From: Development Services Department
Title:

Approval of PR-000768-2024|PT-002601-2025, Conditional Final Plat, The Pines III, 19.14 acres, 71 lots, AG (Agricultural) to RS-P (Single Family Residential - Preservation) via BAZ-2041, at the southeast corner of Omaha Street (51st Street) and 37th Street (209th E. Avenue)

Background:

Applicant: Alan Betchan, AAB Engineering, LLC
Owner: The Pines at the Preserve LLC
Developer: The Pines at the Preserve LLC
Engineer: Alan Betchan, AAB Engineering, LLC
Location: Southwest corner of Omaha Street (51st Street) and 37th Street (209th East Avenue)
Size of Tract 19.14 acres
Number of Lots: 71 lots
Present Zoning: AG to RS-P via BAZ-2041
Comp Plan: Level 2 (Urban Residential)

PT-002601-2025, the conditional final plat for The Pines III, contains 71 lots on 19.14 acres. This property is located at the southwest corner of Omaha Street and 37th Street. BAZ-2041, a request to change the zoning on the property from AG to RS-P, was approved by the City Council on January 21, 2020.

The preliminary plat for The Pines II was divided into two phases. This conditional final plat is the second phase on the easternmost portion of the property located east of the existing Pines at the Preserve development. Access to this phase is available from Omaha Street through The Pines at the Preserve Phase I.

A previous version of this conditional final plat was approved by Planning Commission on January 22, 2026 subject to the checklist. Since then, the applicant has modified the layout of the plat to remove the access point directly onto 37th Street. In order to meet the requirements of the International Fire Code, a temporary access point will be available from the south for emergency vehicles. This temporary access must be maintained until a permanent access point is constructed with The Pines Phase IV. The previous checklist still applies to this version of the conditional final plat.

According to FEMA maps, none of this property is located in the 100-year floodplain.

Water service is available from Rural Water District #4, and sanitary sewer service to this site are available from the City of Broken Arrow. This item was reviewed by the Technical Advisory Committee on March 31, 2026.

Attachments: Checklist
Conditional Final Plat

Recommendation:

Staff recommends PT-002601-2025, conditional final plat for The Pines III, be approved subject to the attached checklist and construction of a temporary access point through the future Pines IV.

Reviewed by: Rocky Henkel

Approved by: Jane Wyrick

MEH



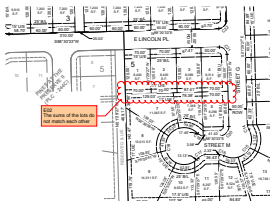
Pines III - Final Plat Summary

1 (17)

C2	39.27	25.00
C3	31.42	20.00
C4	21.03	25.00
C5	24.19	50.00
C6	21.03	25.00
C7	31.42	20.00
C8	31.42	20.00
C9	21.03	25.00
C10	24.19	50.00
C11	21.03	25.00
C12	31.42	20.00
C13	31.42	20.00

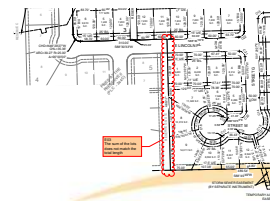
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Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:00:35 PM
Creation Date: 1/16/2026 11:22:15 AM
Layer:

E01
C5 and C10 do not match the sum of the lot dimensions



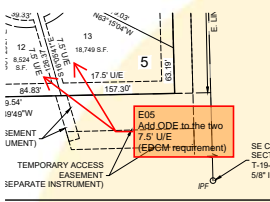
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Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:00:39 PM
Creation Date: 1/16/2026 11:23:45 AM
Layer:

E02
The sums of the lots do not match each other



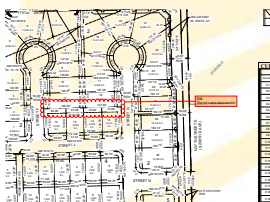
Subject: Cloud+
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:00:43 PM
Creation Date: 1/16/2026 11:25:28 AM
Layer:

E03
The sum of the lots does not match the total length



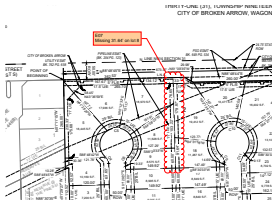
Subject: Jason Comments
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:01:09 PM
Creation Date: 1/16/2026 11:27:49 AM
Layer:

E05
Add ODE to the two 7.5' U/E (EDCM requirement)



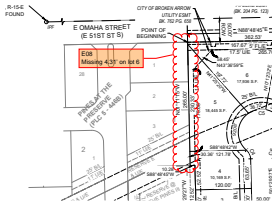
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Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:00:51 PM
Creation Date: 1/16/2026 11:31:43 AM
Layer:

E06
The lot sums don't match



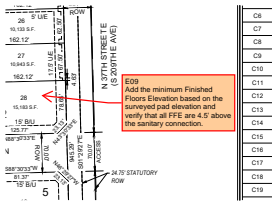
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Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:06:10 PM
Creation Date: 1/16/2026 11:34:59 AM
Layer:

E07
Missing 31.64' on lot 8



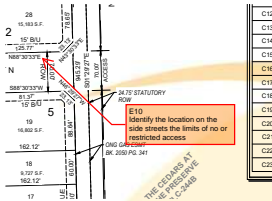
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Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:01:29 PM
Creation Date: 1/16/2026 11:36:08 AM
Layer:

E08
Missing 4.31' on lot 6



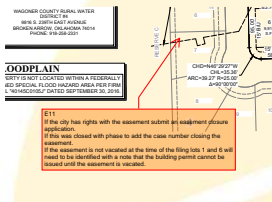
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Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:02:56 PM
Creation Date: 1/16/2026 11:38:22 AM
Layer:

E09
Add the minimum Finished Floors Elevation based on the surveyed pad elevation and verify that all FFE are 4.5' above the sanitary connection.



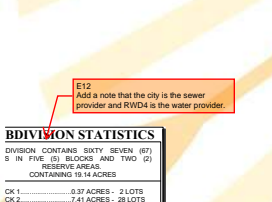
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Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:01:35 PM
Creation Date: 1/16/2026 11:40:08 AM
Layer:

E10
Identify the location on the side streets the limits of no or restricted access



Subject: Jason Comments
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:01:41 PM
Creation Date: 1/16/2026 11:42:50 AM
Layer:

E11
If the city has rights with the easement submit an easement closure application. If this was closed with phase to add the case number closing the easement. If the easement is not vacated at the time of the filing lots 1 and 6 will need to be identified with a note that the building permit cannot be issued until the easement is vacated.



Subject: Jason Comments
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:03:02 PM
Creation Date: 1/16/2026 11:49:07 AM
Layer:

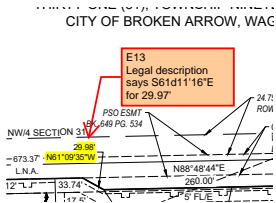
E12
Add a note that the city is the sewer provider and RWD4 is the water provider.

DIVISION STATISTICS

DIVISION CONTAINS SIXTY SEVEN (67) 5 IN FIVE (5) BLOCKS AND TWO (2) RESERVE AREAS.

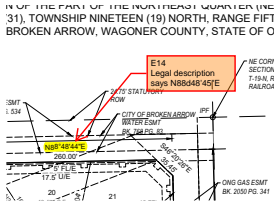
CONTAINING 19.14 ACRES

OK 1	0.37 ACRES - 2 LOTS
OK 2	7.41 ACRES - 28 LOTS



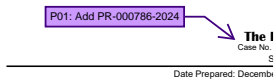
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Page Index: 1
Author: jdickeon
Date: 1/16/2026 2:12:00 PM
Creation Date: 1/16/2026 2:05:05 PM
Layer:

E13
Legal description says S61d11'16"E for 29.97'



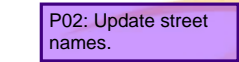
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Page Index: 1
Author: jdickeon
Date: 1/16/2026 2:12:04 PM
Creation Date: 1/16/2026 2:06:57 PM
Layer:

E14
Legal description says N88d48'45"E



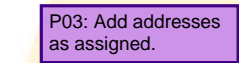
Subject: Mackenzie Comments
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: Mackenzie Hackett
Date: 1/12/2026 9:39:04 AM
Creation Date: 1/12/2026 9:38:19 AM
Layer:

P01: Add PR-000786-2024



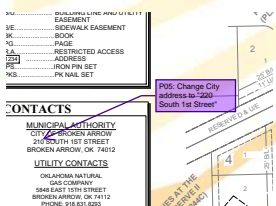
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Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: Mackenzie Hackett
Date: 1/12/2026 9:40:01 AM
Creation Date: 1/12/2026 9:39:43 AM
Layer:

P02: Update street names.



Subject: Mackenzie Comments
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: Mackenzie Hackett
Date: 1/12/2026 9:40:23 AM
Creation Date: 1/12/2026 9:40:04 AM
Layer:

P03: Add addresses as assigned.



Subject: Mackenzie Comments
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: Mackenzie Hackett
Date: 1/12/2026 9:49:20 AM
Creation Date: 1/12/2026 9:47:27 AM
Layer:

P05: Change City address to "220 South 1st Street"

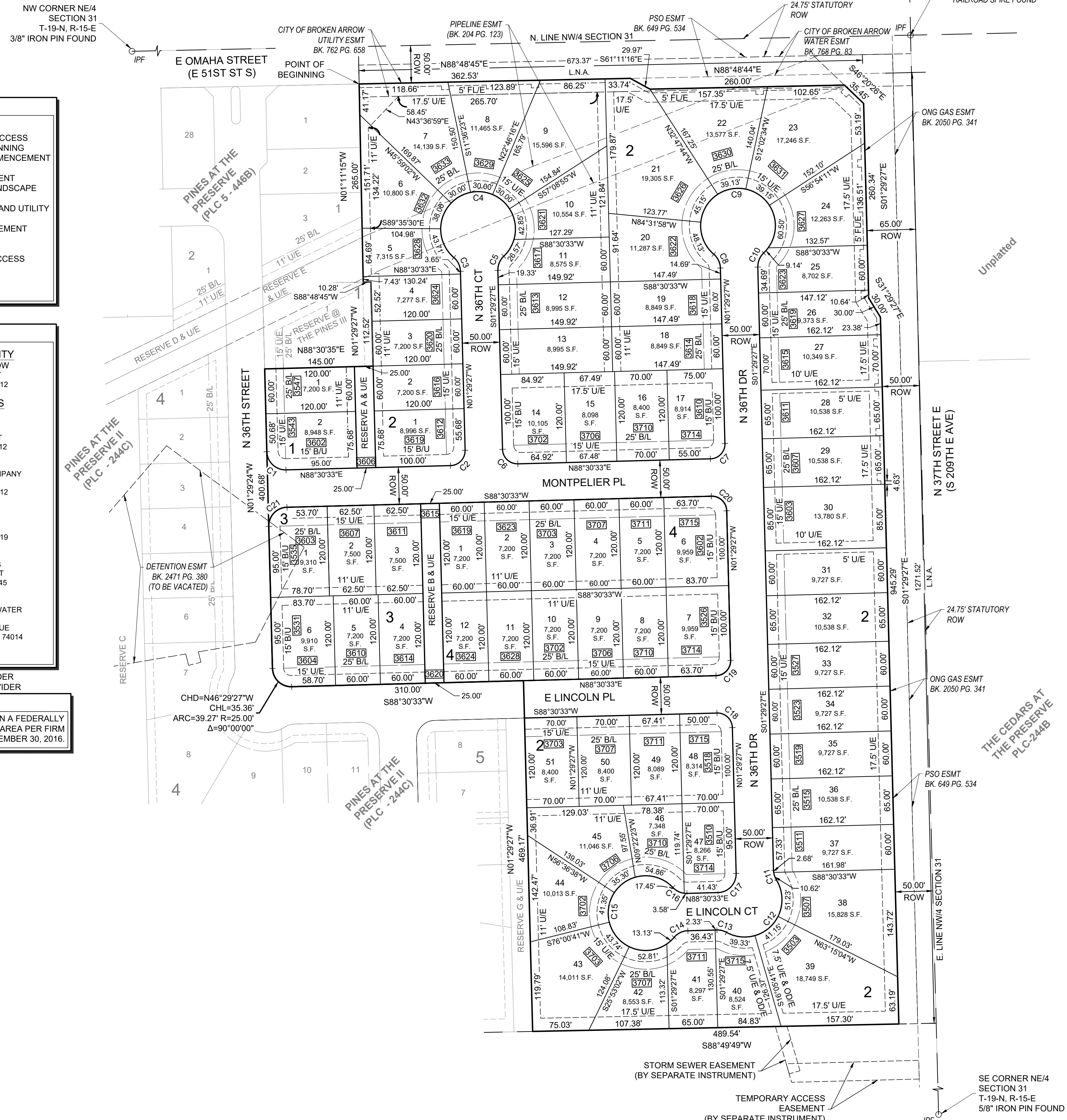
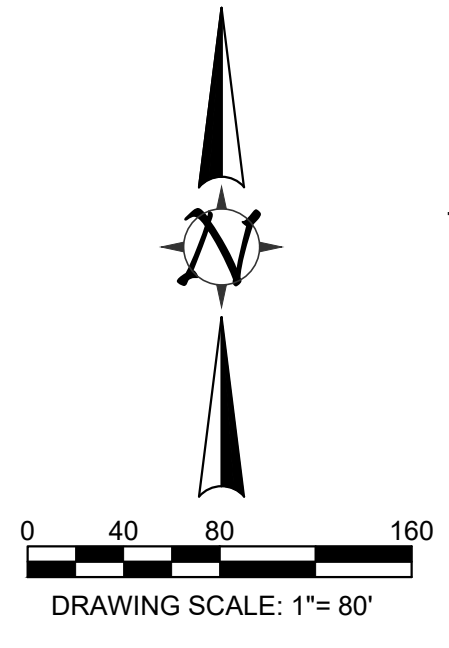
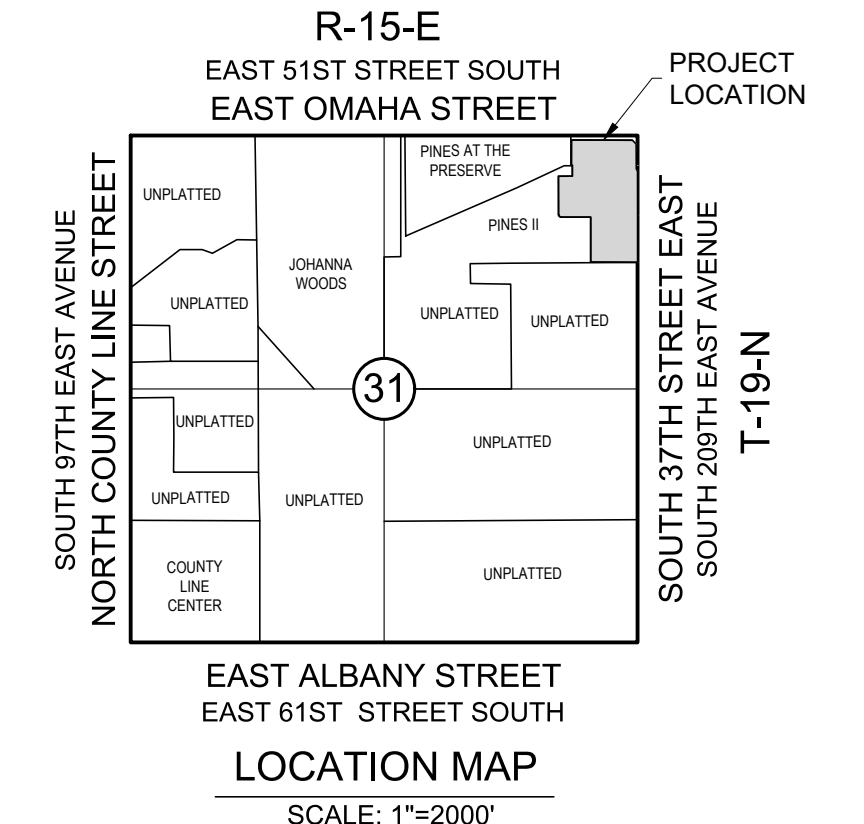
CONDITIONAL FINAL PLAT

The Pines III

A SUBDIVISION OF THE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER
THE PINES AT THE PRESERVE, LLC
 1420 WEST KENOSHA
 BROKEN ARROW, OK 74012
 PHONE: 918-688-5660
 ATTN: CHUCK RAMSAY

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
 CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026
 P.O. BOX 2136
 SAND SPRINGS, OK 74063
 PHONE: 918.514.4283
 FAX: 918.514.4289
 EMAIL: ALAN@AABENG.COM



LEGEND

- BL..... BUILDING LINE
- LNA..... LIMITS OF NO ACCESS
- POB..... POINT OF BEGINNING
- POC..... POINT OF COMMENCEMENT
- ROW..... RIGHT OF WAY
- U/E..... UTILITY EASEMENT
- FL/E..... FENCE AND LANDSCAPE EASEMENT
- B/U..... BUILDING LINE AND UTILITY EASEMENT
- S/E..... SIDEWALK EASEMENT
- BK..... BOOK
- PG..... PAGE
- R.A..... RESTRICTED ACCESS (1234)
- IPS..... IRON PIN SET
- PKS..... PK NAIL SET

CONTACTS

MUNICIPAL AUTHORITY
 CITY OF BROKEN ARROW
 220 SOUTH 1ST STREET
 BROKEN ARROW, OK 74012

UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY
 5848 EAST 15TH STREET
 BROKEN ARROW, OK 74112
 PHONE: 918.831.8293

WINDSTREAM TELECOM COMPANY
 2300 EAST 1ST PLACE
 BROKEN ARROW, OK 74012
 PHONE: 918.451.3427

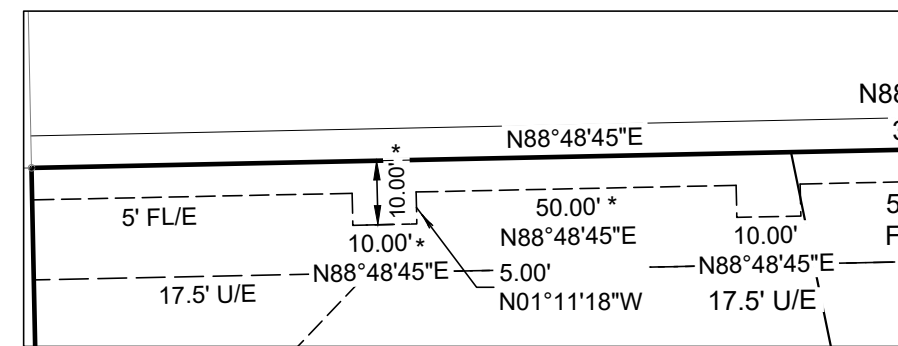
AEP / PSO
 212 EAST 6TH STREET
 BROKEN ARROW, OK 74119
 PHONE: 918.599.2351

COX COMMUNICATIONS
 11811 EAST 51ST STREET
 BROKEN ARROW, OK 74145
 PHONE: 918.286.4658

WAGONER COUNTY RURAL WATER DISTRICT #4
 9816 S. 239TH EAST AVENUE
 BROKEN ARROW, OKLAHOMA 74014
 PHONE: 918-258-2331

*CITY IS THE SEWER PROVIDER
 *RWD 4 IS THE WATER PROVIDER

FLOODPLAIN
 PROPERTY IS NOT LOCATED WITHIN A FEDERALLY DEFINED SPECIAL FLOOD HAZARD AREA PER FIRM PANEL "40145C0105J" DATED SEPTEMBER 30, 2016.



FENCE EASEMENT DETAIL
 SCALE: 1"=30' * TYPICAL DISTANCE UNLESS OTHERWISE NOTED

CURVE TABLE

Curve #	Length	Radius	Chord Length	Chord Bearing
C1	39.27	25.00	35.36	N46°29'27"W
C2	31.42	20.00	28.28	S43°30'33"W
C3	21.03	25.00	20.41	S25°35'09"E
C4	241.19	50.00	66.67	S88°30'33"W
C5	21.03	25.00	20.41	N22°36'14"E
C6	31.42	20.00	28.28	N46°29'27"W
C7	31.42	20.00	28.28	S43°30'33"W
C8	21.03	25.00	20.41	S25°35'09"E
C9	241.19	50.00	66.67	S88°30'33"W
C10	21.03	25.00	20.41	N22°36'14"E
C11	13.29	25.00	13.14	N16°43'26"W
C12	131.71	50.00	96.80	N43°30'33"E
C13	13.29	25.00	13.14	S76°15'28"E
C14	21.03	25.00	20.41	N64°24'51"E
C15	241.19	50.00	66.67	S1°29'27"E
C16	21.03	25.00	20.41	N67°23'46"W
C17	39.27	25.00	35.36	S43°30'33"W
C18	31.42	20.00	28.28	S46°29'27"E
C19	31.42	20.00	28.28	N43°30'33"E
C20	31.42	20.00	28.28	N46°29'27"W
C21	39.27	25.00	35.36	S43°30'33"W

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS SEVENTY ONE (71) LOTS IN FOUR (4) BLOCKS AND TWO (2) RESERVE AREAS. CONTAINING 19.04 ACRES

BLOCK 1.....0.37 ACRES - 2 LOTS
 BLOCK 2.....12.20 ACRES - 51 LOTS
 BLOCK 3.....1.12 ACRES - 6 LOTS
 BLOCK 4.....2.11 ACRES - 12 LOTS

RESERVE A.....0.08 ACRES
 RESERVE B.....0.14 ACRES

RIGHT OF WAY.....3.02 ACRES

SITE DATA

BENCHMARK
 5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED "90", SET N.E. OF THE INTERSECTION OF 193RD E AVE, AND 51ST ST. ELEV. = 686.25' (NAVD '88)

BASIS OF BEARINGS
 ASSUMED BEARING OF S 01°29'27" E BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 31 T-19N R-15-E.

LAND AREA
 829,567 SF ± / 19.04 ACRES ±

MONUMENTATION
 A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "6318" TO BE SET AT ALL LOT CORNERS, ALL STREET CENTERLINE INTERSECTIONS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, CENTER OF CUL-DE-SACS AND CENTER OF EYEBROWS, AFTER COMPLETION OF IMPROVEMENTS, UNLESS NOTED OTHERWISE.

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

DETENTION DETERMINATION
 DETENTION DETERMINATION NUMBER: DD-116167-39

FFE TABLE

BLOCK 1		BLOCK 2		BLOCK 4	
LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE
1	697.25	29	693.00	1	696.00
2	695.00	30	691.00	2	696.00
BLOCK 2		31	688.00	3	696.00
1	699.00	32	686.00	4	695.00
2	700.00	33	684.00	5	695.00
3	702.00	34	682.00	6	693.00
4	703.00	35	680.00	7	686.00
5	707.00	36	678.00	8	687.00
6	708.00	37	676.00	9	689.00
7	708.00	38	675.00	10	690.00
8	708.00	39	675.00	11	692.00
9	705.00	40	675.00	12	692.50
10	703.00	41	676.00		
11	702.00	42	677.00		
12	699.00	43	677.90		
13	699.00	44	680.00		
14	697.00	45	680.00		
15	695.00	46	678.00		
16	697.00	47	677.00		
17	697.50	48	681.00		
18	698.50	49	683.00		
19	700.00	50	685.00		
20	700.00	51	687.00		
BLOCK 3					
1	699.00	1	693.00		
2	698.00	2	693.00		
3	697.00	3	694.00		
4	697.00	4	691.50		
5	696.00	5	689.00		
6	694.00	6	688.00		
7	693.00				
8	691.00				

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON _____

MAYOR _____

ATTEST: CITY CLERK _____

CONDITIONAL FINAL PLAT

The Pines III

OWNER/DEVELOPER
THE PINES AT THE PRESERVE, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918-688-5680
ATTN: CHUCK RAMSAY

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

A SUBDIVISION OF THE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

THE PINES AT THE PRESERVE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION 31, TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1) OF THE PINES AT THE PRESERVE, A SUBDIVISION PLAT PLC3-466B TO THE CITY OF BROKEN ARROW, WAGONER COUNTY CLERKS OFFICE DOCUMENT NO. 2018-15255 IN BOOK 2472 AT PAGE 359; THENCE NORTH 88°48'45" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST 51ST STREET, A DISTANCE OF 362.53 FEET; THENCE SOUTH 61°11'16" EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 29.97 FEET; THENCE NORTH 88°48'44" EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 260.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 37TH STREET EAST (SOUTH 209TH EAST AVENUE); THENCE SOUTH 46°20'26" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 35.45 FEET; THENCE SOUTH 01°29'27" EAST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 260.34 FEET; THENCE SOUTH 31°29'27" EAST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET; THENCE SOUTH 01°29'27" EAST CONTINUING ALONG THE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 945.29 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4); THENCE SOUTH 88°49'49" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 489.54 FEET TO THE SOUTHEAST CORNER OF THE PINES AT THE PRESERVE II, A SUBDIVISION PLAT PLC-244C TO THE CITY OF BROKEN ARROW, WAGONER COUNTY CLERKS OFFICE DOCUMENT NO. 2023-11022 IN BOOK 2909 AT PAGE 893; THENCE NORTH 01°29'27" WEST ALONG THE EASTERLY LINE OF THE PINES AT THE PRESERVE II, A DISTANCE OF 469.17 FEET; THENCE SOUTH 88°30'33" WEST CONTINUING ALONG THE EASTERLY LINE OF THE PINES AT THE PRESERVE II, A DISTANCE OF 310.00 FEET; THENCE CONTINUING ON SAID EASTERLY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 46°29'27" WEST, A CHORD DISTANCE OF 35.38 FEET AND AN ARC LENGTH OF 39.27 FEET; THENCE NORTH 01°29'24" WEST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 400.88 FEET TO THE SOUTHWEST CORNER OF RESERVE AT THE PINES III, A SUBDIVISION PLAT PLC3-254A TO THE CITY OF BROKEN ARROW, WAGONER COUNTY CLERKS OFFICE DOCUMENT NO. 2025-1813 IN BOOK 3044 AT PAGE 443; THENCE NORTH 88°30'35" EAST ALONG THE SOUTH LINE OF SAID RESERVE AT THE PINES III, A DISTANCE OF 145.00 FEET; THENCE NORTH 01°29'27" WEST ALONG THE EAST LINE OF SAID RESERVE AT THE PINES III, A DISTANCE OF 112.52 FEET TO THE NORTHEAST CORNER OF SAID RESERVE AT THE PINES III; THENCE SOUTH 88°48'45" WEST ALONG THE NORTH LINE OF SAID RESERVE AT THE PINES III, A DISTANCE OF 10.28 FEET TO THE SOUTHEAST CORNER OF THE PINES AT THE PRESERVE; THENCE NORTH 01°11'15" WEST ALONG THE EAST LINE OF SAID THE PINES AT THE PRESERVE, A DISTANCE OF 265.00 FEET TO THE POINT OF BEGINNING, CONTAINING 829,567 SQUARE FEET OR 19.04 ACRES, MORE OR LESS.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE SOUTH RIGHT-OF-WAY LINE OF EAST 51ST STREET SOUTH BEING NORTH 88°48'45" EAST.

THIS LEGAL DESCRIPTION WAS PREPARED ON DECEMBER 15, 2025, BY MIKEL L. STEWART, OKLAHOMA LICENSED LAND SURVEYOR NO. 2105.

SAID TRACT CONTAINS 829,567 SQUARE FEET OR 19.04 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 71 LOTS IN 4 BLOCKS AND 2 RESERVES EACH ONE REFERRED TO HEREIN AS A "LOT" OR COLLECTIVELY AS "LOTS", IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "THE PINES III", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "THE PINES III" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL 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 "UIE" 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, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES AND SEWER 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, SEWER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERRECTED, 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. UTILITY LINES AND SERVICE

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES MAY BE LOCATED ALONG THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION. OTHERWISE, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS AND IN THE RIGHTS-OF-WAY FOR PUBLIC STREETS AS DEPICTED BY THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- 2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST 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 TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- 3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL 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 THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION 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 THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER 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 B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER COMMUNICATION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- 1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
- 2. WITHIN THE UTILITY AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, STORM SEWER OR DRAINAGE WAYS, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED. THE CITY OF BROKEN ARROW, INTER ALIA, MAY SPECIFICALLY ENFORCE THIS PROVISION.
- 3. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS AS THE PROVIDER, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- 4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES OR STORM WATER FACILITIES. WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF POTABLE WATER FACILITIES. ITS SUCCESSOR UTILITY OR MUNICIPALITY PROVIDING WATER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS.
- 5. WHERE WATER LINES ARE INSTALLED WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT #4, OKLAHOMA, OR ITS SUCCESSORS, THE UTILITY EASEMENTS DEDICATED HEREIN FOR THE PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED TO WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS OR ASSIGNS, AS THE EXCLUSIVE PROVIDER OF POTABLE WATER TO THE SUBDIVISION. SEWER, GAS, ELECTRIC, COMMUNICATION, CABLE, SOLID WASTE MANAGEMENT, AND OTHER PROVIDERS OF UTILITIES, OTHER THAN POTABLE WATER, MAY ALSO USE SAID EASEMENTS.
- 6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, WAGONER COUNTY RURAL WATER DISTRICT #4, THEIR SUCCESSORS, OR ANY UTILITY PROVIDER OF SERVICES AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

E. GAS SERVICE

- 1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
- 2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
- 3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- 4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
- 5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN 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 LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- 6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

F. RESERVES A AND B

THE USE OF RESERVES A AND B SHALL BE LIMITED TO OPEN SPACE, RECREATION, LANDSCAPING AND UTILITIES. THE RESERVE AREAS SHALL SUBSEQUENTLY BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF RESERVES AND OTHER COMMON AREAS OF THE SUBDIVISION.

G. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, BY THE OWNER/DEVELOPER AND BY THE HOMEOWNERS ASSOCIATION.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST OMAHA STREET AND SOUTH 37TH STREET EAST 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 AREA PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

I. SIDEWALKS

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

J. MINIMUM BUILDING SETBACKS AND YARDS

- 1. NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.
- 2. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN (15) FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN TWENTY-FIVE (25) FEET.
- 3. THE MINIMUM REAR YARD SHALL BE TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERRECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.
- 4. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCR OACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

K. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED BY THE CITY OF BROKEN ARROW UNTIL COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY OF BROKEN ARROW. ANY AND ALL CONSTRUCTION PURSUANT TO ANY BUILDING PERMIT, BUT PRIOR TO THE CITY OF BROKEN ARROW'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT, SHALL BE AT THE OWNER/DEVELOPER'S, CONTRACTOR'S/BUILDER'S OR INVESTOR'S OWN RISK.

L. FENCE AND LANDSCAPE EASEMENT

THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE NORTH BOUNDARY OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FENCE & LANDSCAPE EASEMENT" OR "FLE".

M. OVERLAND DRAINAGE AND DETENTION EASEMENTS

- 1. THE OWNER 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 STORMWATER RUNOFF FROM VARIOUS LOTS 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, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- 3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AND OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF OR CONSTRUCTION OF A WIRE, WROUGHT IRON, SPLIT RAIL, OR SIMILAR APPROVED FENCES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. ALL FENCING IN THE ODE MUST BE APPROVED BY THE CITY STORM WATER MANAGER BEFORE INSTALLATION. ANY FENCING IN THE ODE MAY BE REMOVED BY THE CITY AT THE OWNERS EXPENSE AND THE CITY OF BROKEN ARROW IS NOT RESPONSIBLE TO REINSTALL THE FENCING. NO EQUIPMENT SUCH AS HVAC, POOL PUMPS/FILTERS, OR OTHER MECHANICAL EQUIPMENT MAY BE LOCATED IN THE EASEMENT. ANY EQUIPMENT IN THE EASEMENT MAY BE MOVED OR DISCONNECTED AT THE OWNERS EXPENSE AND THE CITY OF BROKEN ARROW IS NOT RESPONSIBLE TO RECONNECT THE EQUIPMENT.
- 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, OKLAHOMA. 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, OKLAHOMA, 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. OBSTRUCTIONS MAY INCLUDE POOL EQUIPMENT OR HVAC EQUIPMENT. 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, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. PRIVATE RESTRICTIONS

A. ARCHITECTURAL COMMITTEE

- 1. **PLAN REVIEW.** NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERRECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL ITS PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

- 2. **COMMITTEE PURPOSE.** THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERRECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

- 3. **TRANSFER OF DUTIES.** THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON LATER OF JANUARY 1, 2025, OR THE TRANSFER OF THE OWNER/DEVELOPER OF ITS LAST LOT IN THE ADDITION BE DEEMED TRANSFERRED TO THE THE PINES HOMEOWNERS' ASSOCIATION, INC., OWNER/DEVELOPER, OR UPON WRITTEN ASSIGNMENT TO SAID HOMEOWNERS' ASSOCIATION BY THE OWNER/DEVELOPER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. USE

THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. ONLY ONE RESIDENCE SHALL BE PERMITTED UPON A LOT.

C. FLOOR AREA

- 1. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA.
- 2. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 1,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.
- 3. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREAS, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREAS, AND ANY AREA LESS THAN FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.
- 4. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPH 1 AND 2 OF THIS SUBSECTION C.

D. MAXIMUM BUILDING HEIGHT

NO BUILDING SHALL EXCEED TWO AND ONE HALF STORIES OR THIRTY-FIVE FEET IN HEIGHT.

E. GARAGES

WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF TWO PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

F. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

G. MASONRY

THERE SHALL NOT BE ANY SPECIFIC MASONRY REQUIREMENT OTHER THAN PARAGRAPH F ABOVE.

H. WINDOWS

WITHIN A DWELLING, ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

I. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, EXCEPT FOR PORCHES AND PATIOS THAT IN NO EVENT SHALL HAVE A ROOF PITCH OF LESS THAN 4/12.

J. ROOFING MATERIALS

ROOFING FOR A DWELLING SHALL BE SELF-SEALING COMPOSITION SHINGLES, TAMKO HERITAGE 30 YEAR WEATHERED WOOD IN COLOR, PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED.

CONDITIONAL FINAL PLAT

The Pines III

OWNER/DEVELOPER
THE PINES AT THE PRESERVE, LLC

1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918-688-5660
ATTN: CHUCK RAMSAY

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

A SUBDIVISION OF THE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

K. DRIVEWAYS
DRIVEWAYS SHALL BE CONCRETE, SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, AND SHALL REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

L. FENCING
1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. PROVIDED, HOWEVER, ON CORNER LOTS, FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. EXCEPT AS SPECIFIED IN SECTION L(2) IMMEDIATELY BELOW, (I) ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD; AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING IS PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET AND WOOD FENCES SHALL BE STAINED WITH CLEAR STAIN UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL COMMITTEE. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PREAPPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO LOTS ADJACENT TO RESERVE AREAS ONLY IN ACCORDANCE WITH SECTION III(L)(2) IMMEDIATELY BELOW.
2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES, PONDS OR DETENTION FACILITIES IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FIVE FEET (5') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING THE LAKE, POND OR DETENTION AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES, PONDS OR DETENTION AREAS AND SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.

M. SEASONAL DECORATIONS
ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

N. ON-SITE CONSTRUCTION
NO RESIDENCE OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.
WITHIN EACH LOT, OUTBUILDINGS ARE PROHIBITED.

O. OUTBUILDINGS
WITHIN EACH LOT, OUTBUILDINGS ARE PROHIBITED.

P. SWIMMING POOLS
ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

Q. ANTENNAS
EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, EXCEPT SATELLITE DISHES NOT EXCEEDING 20" IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE, OR GROUND MOUNTED WITHIN A REAR YARD IF NOT EXCEEDING 6' IN HEIGHT, AND IN EACH INSTANCE THE SATELLITE DISH SHALL NOT BE VISIBLE FROM THE STREET VIEW OF THE DWELLING.

R. LOT MAINTENANCE
NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

S. RECREATIONAL VEHICLES
BOATS, TRAILERS, CAMPERS AND OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

T. NON-RECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT
NO NON-RECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE.

U. CLOTHESLINES AND GARBAGE RECEPTACLES
EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT OR ANY RESERVE AREA.

V. ANIMALS
NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

W. NOXIOUS ACTIVITY
NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR UPON ANY RESERVE AREA, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

X. SIGNAGE
NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT. SIGNS USING BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE ANY PROPERTY WITHIN THE ADDITION DURING THE CONSTRUCTION AND LOT SALES PERIOD MAY BE UP TO TWELVE (12) SQUARE FEET. OWNER/DEVELOPER MAY MAINTAIN SIGNAGE AND PROMOTIONAL DISPLAYS FOR AS LONG AS IT OWNS A LOT IN THE ADDITION.

Y. MATERIALS AND STORAGE
NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

Z. GARAGE SALES/YARD SALES
GARAGE SALES/YARD SALES WILL BE ALLOWED ONCE EACH CALENDAR YEAR, THE DATE WILL BE SET BY THE BOARD OF DIRECTORS OF THE PINES III HOMEOWNER'S ASSOCIATION.

AA. TEMPORARY TRASH RECEPTACLES
A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

BB. BASKETBALL GOALS
NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN ANY OF THE STREET RIGHTS OF WAY.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION
THE OWNER/DEVELOPER HAS FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE PINES III (HEREINAFTER AND HERETOFORE REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE RESERVE AREAS AND PERIMETER FENCING, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF THE PINES.

B. MEMBERSHIP
EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT
EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

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 OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, PRIVATE RESTRICTIONS, AND SECTION III, HOMEOWNERS' ASSOCIATION, SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE OWNER OF ANY LOT SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION 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. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN THE RESTRICTIVE COVENANTS HEREIN AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION
THE RESTRICTIVE COVENANTS HEREIN, 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
THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, 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 CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION II, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS CONTAINED WITHIN SECTION III, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. 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: THE PINES AT THE PRESERVE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____TH DAY OF _____, 2026.

THE PINES AT THE PRESERVE, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
CHUCK RAMSAY, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF WAGONER)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____TH DAY OF _____, 2026, BY CHUCK RAMSAY, MANAGER OF THE PINES AT THE PRESERVE, LLC.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

WAGONER COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER OF WAGONER COUNTY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL THE AD VALOREM TAXES HAVE BEEN PAID AND INCLUDING 2023.

DATED THIS ____ DAY OF _____, 2026.

COUNTY TREASURER

CERTIFICATE OF SURVEY

I, MIKEL L. STEWART, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "THE PINES III" AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND 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.

MIKEL L. STEWART
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 2105



STATE OF OKLAHOMA)
) SS
COUNTY OF WAGONER)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ____TH DAY OF _____, 2026, PERSONALLY APPEARED MIKEL L. STEWART, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 25, 2027
COMMISSION NUMBER: 11010522

