

CONDITIONAL FINAL PLAT

SILVERLEAF II



DRAWING SCALE: 1"=100'

LEGEND

B/L.....	BUILDING LINE
LNA.....	LIMITS OF NO ACCESS
POB.....	POINT OF BEGINNING
POC.....	POINT OF COMMENCEMENT
ROW.....	RIGHT OF WAY
UE.....	UTILITY EASEMENT
D/E.....	DETENTION EASEMENT
F/E.....	FENCE EASEMENT
BK.....	BOOK
PG.....	PAGE
R.A.	RESTRICTED ACCESS
XXXX	ADDRESS

FLOODPLAIN

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

SITE DATA

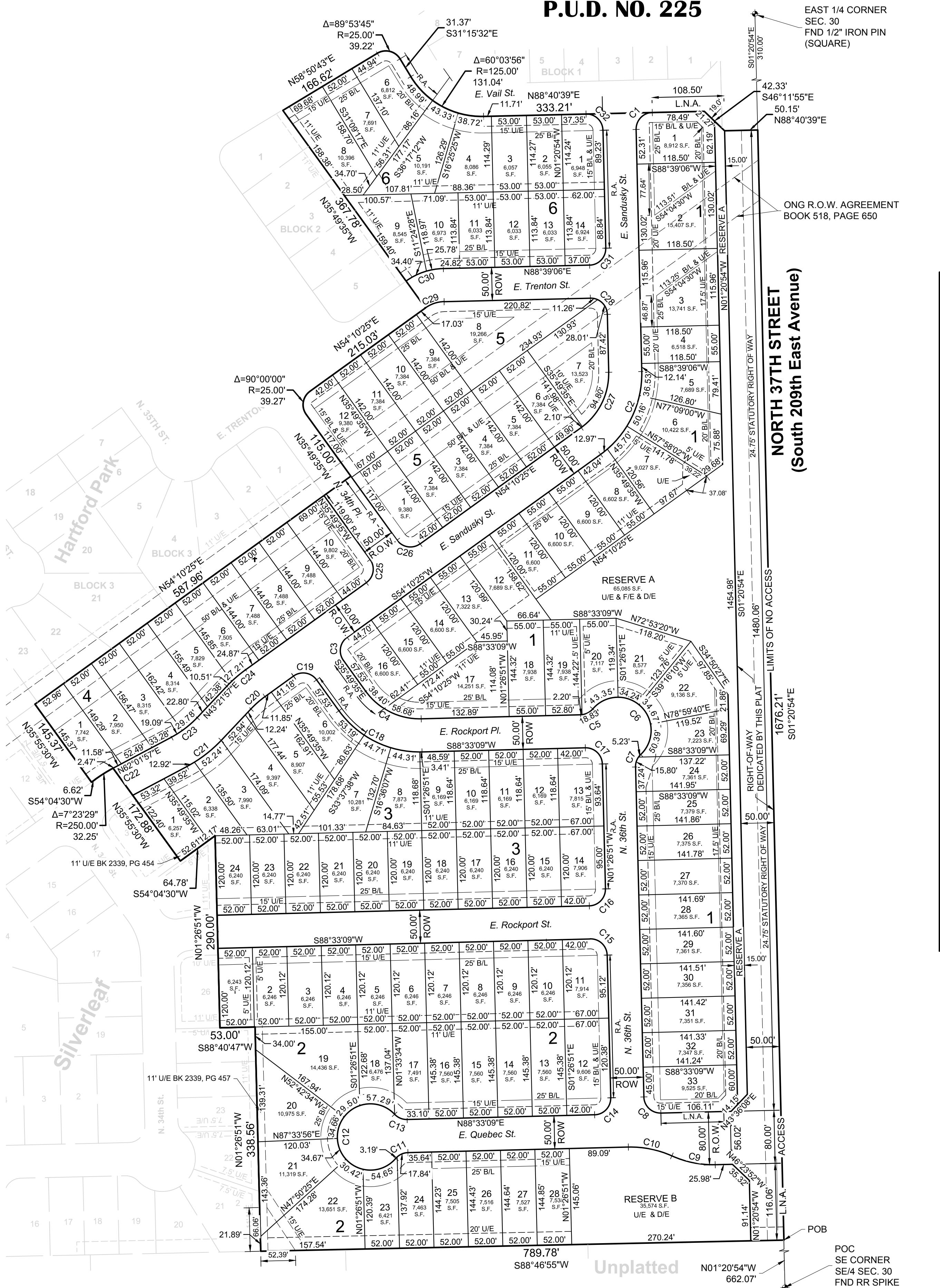
BENCHMARK	
5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED "90", SET N.E. OF THE INTERSECTION OF 193RD E AVE, AND 51ST ST. ELEV = 686.25' (NAVD '88)	
BASIS OF BEARINGS	
ASSUMED BEARING OF S 01°20'54"E BEING THE EAST LINE OF THE SE/4 OF SECTION 30 T19N R15E.	
LAND AREA	
1,357,988 SF ± 31.17 ACRES±	
MONUMENTATION	
A 3/8"X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "6318" TO BE SET AT ALL LOT CORNERS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, 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-111617-39	
CERTIFICATE OF SURVEY	
THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEER AND LAND SURVEYORS.	

OWNER/DEVELOPER

FIFTY-FIRST SOUTH, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: CHUCK RAMSAY

A SUBDIVISION OF THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 225



CONDITIONAL FINAL PLAT

SILVERLEAF II

OWNER/DEVELOPER

FIFTY-FIRST STREET SOUTH, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: CHUCK RAMSAY

A SUBDIVISION OF THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST.
CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 225

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

KNOW ALL MEN BY THESE PRESENTS:
FIFTY-FIRST SOUTH, 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 PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30) TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 30; THENCE NORTH 01°20'54" WEST ALONG THE EAST LINE OF THE SE/4 FOR A DISTANCE OF 662.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°46'55" WEST FOR A DISTANCE OF 79.78 FEET TO THE SOUTHEAST CORNER OF BLOCK 2, SILVERLEAF, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA; THENCE NORTH 01°26'51" WEST ALONG THE EAST LINE OF SILVERLEAF FOR A DISTANCE OF 328.66 FEET; THENCE CONTINUING ALONG THE EAST LINE OF SILVERLEAF FOR THE NEXT 7 CALLS; THENCE SOUTH 88°40'47" WEST FOR A DISTANCE OF 53.00 FEET; THENCE NORTH 01°26'51" WEST FOR A DISTANCE OF 290.00 FEET; THENCE SOUTH 54°10'30" WEST FOR A DISTANCE OF 64.78 FEET; THENCE NORTH 35°55'30" WEST FOR A DISTANCE OF 172.88 FEET; THENCE SOUTH 61°20'00" WEST FOR A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 23.29°, A CHORD BEARING OF SOUTH 54°49'15" WEST, AND A CHORD LENGTH OF 32.23 FEET, FOR AN ARC DISTANCE OF 32.25 FEET; THENCE SOUTH 54°04'30" WEST FOR A DISTANCE OF 6.62 FEET; THENCE NORTH 35°55'30" WEST FOR A DISTANCE OF 145.37 FEET TO A POINT ON THE SOUTH LINE OF HARTFORD PARK, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA; THENCE NORTH 54°10'25" EAST FOR A DISTANCE OF 587.98 FEET, ALONG A SOUTH LINE OF SAID HARTFORD PARK; THENCE NORTH 35°49'35" WEST ALONG THE EASTERLY RIGHT OF WAY OF NORTH 34TH PLACE FOR A DISTANCE OF 115.00 FEET; THENCE CONTINUING ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID HARTFORD PARK FOR THE NEXT 10 CALLS; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 09°10'25" EAST, AND A CHORD LENGTH OF 35.36 FEET, FOR AN ARC DISTANCE OF 39.22 FEET; THENCE NORTH 54°10'25" EAST FOR A DISTANCE OF 215.03 FEET; THENCE NORTH 35°49'35" WEST FOR A DISTANCE OF 367.76 FEET; THENCE NORTH 58°50'43" EAST FOR A DISTANCE OF 166.62 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°53'45", A CHORD BEARING OF SOUTH 76°12'24" EAST, AND A CHORD LENGTH OF 35.32 FEET, FOR AN ARC DISTANCE OF 39.22 FEET; THENCE SOUTH 31°15'32" EAST FOR A DISTANCE OF 31.37 FEET; THENCE ON ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 60°03'56", A CHORD BEARING OF SOUTH 61°17'26" EAST, AND A CHORD LENGTH OF 125.12 FEET, FOR AN ARC DISTANCE OF 131.04 FEET; THENCE NORTH 88°40'39" EAST FOR A DISTANCE OF 332.31 FEET; THENCE SOUTH 46°11'55" EAST FOR A DISTANCE OF 42.33 FEET; THENCE NORTH 88°40'39" EAST FOR A DISTANCE OF 50.15 FEET TO A POINT ON THE EAST LINE OF THE SE/4 OF SECTION 30; THENCE SOUTH 01°20'54" EAST ALONG THE EAST LINE OF THE SE/4 FOR A DISTANCE OF 1676.21 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,357,988 SQUARE FEET OR 31.17 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 121 LOTS IN 6 BLOCKS AND 2 RESERVE AREAS EACH ONE REFERRED TO HEREIN AS A "LOT" OR COLLECTIVELY AS "LOTS", IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "SILVERLEAF II", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "SILVERLEAF II" 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 "WE" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES 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, 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 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 OWNER/DEVELOPER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. 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 LINE OR 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, 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. 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 CITY OF BROKEN ARROW, OKLAHOMA.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO NORTH 37TH STREET 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.

H. RESERVE AREAS A & B

1. THE USE OF RESERVE AREAS A & B DEDICATED ON THE PLAT OR SUBSEQUENTLY DEDICATED FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND DETENTION, AS WELL AS UTILITY EASEMENTS AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. MAINTENANCE OF RESERVE AREAS A & B WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN RESERVES A & B SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVES A & B NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNERS, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNERS IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

5. GRASS AREAS SHALL BE MOVED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS OR LESS.

6. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

7. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.

8. LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL BE ALLOWED WITHIN RESERVES A & B.

9. IN THE EVENT THE OWNERS SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER AND PERFORM MAINTENANCE, NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE.

10. THE COSTS THEREOF SHALL BE PAID BY THE OWNERS. IN THE EVENT THE OWNERS FAIL TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

I. SIDEWALKS

SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. THE OWNER/DEVELOPER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN ANY RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTPAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER/DEVELOPER, THE BUILDER OR 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 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 ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.

CONDITIONAL FINAL PLAT

SILVERLEAF II

OWNER/DEVELOPER

FIFTY-FIRST STREET SOUTH, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: CHUCK RAMSAY

A SUBDIVISION OF THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 225

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

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.

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

THESE 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.

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 L(1)(2) IMMEDIATELY BELOW.
2. WITH RESPECT TO LOTS WHICH ARE CONGIGUOUS 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.

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.

CONDITIONAL FINAL PLAT

SILVERLEAF II

OWNER/DEVELOPER

FIFTY-FIRST STREET SOUTH, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: CHUCK RAMSAY

A SUBDIVISION OF THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 225

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

IN WITNESS WHEREOF: FIFTY-FIRST SOUTH, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 2018.

FIFTY-FIRST SOUTH, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
GLENN SHAW, MANAGER

STATE OF OKLAHOMA)
COUNTY OF WAGONER)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2018, BY GLENN SHAW, MANAGER OF FIFTY-FIRST SOUTH, LLC.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

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

JAY P. BISSELL
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

STATE OF OKLAHOMA)
COUNTY OF WAGONER)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2018, PERSONALLY APPEARED JAY P. BISSELL, 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 20, 2019
COMMISSION NUMBER: 11010522

