

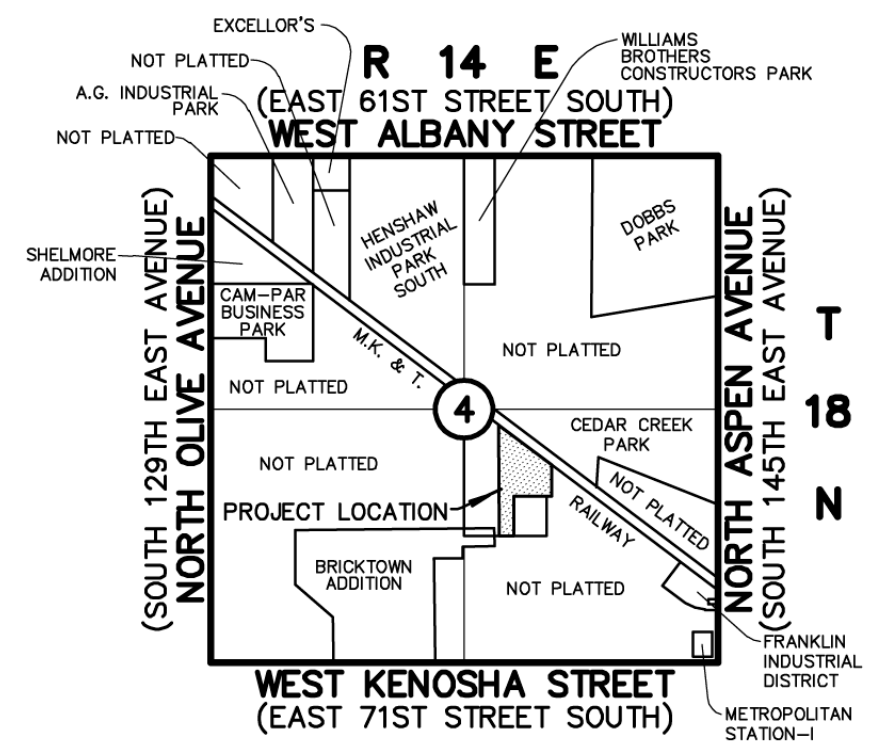
# Preliminary Plat for Kenosha Villas

AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA  
A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4)  
OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14)  
EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

**OWNER:**  
Ronald E. Smith,  
Revocable Trust  
1917 West "C" Street  
Jenks, Oklahoma 74066  
Phone: (918) 298-0052  
Fax: (918) 298-0966  
Contact: Ronald E. Smith, Trustee  
email: ronesmith@rescoentrinc.com

**ENGINEER:**  
Sanders Engineering, Inc.  
C.A. No. 2370, EXPIRATION DATE 6/30/2017  
11502 S. 66th E. Ave.  
Bixby, Oklahoma 74008  
Phone: (918) 296-5067  
Fax: (918) 296-5068  
Contact: Robert David Sanders, PE.  
email: rdsand1@sbcglobal.net

**SURVEYOR:**  
Pennco Surveying  
C. A. No. 2074, EXPIRES 6/30/2017  
Alan Mark Penn, L.S.  
P.O. Box 657  
Bristow, Oklahoma 74010  
Phone: (918) 367-2942



### Location Map

SCALE: 1"=3000'  
SUBDIVISION CONTAINS  
SIXTEEN (16) LOTS IN ONE (1) BLOCK  
GROSS SUBDIVISION AREA: 8.70 ACRES

### Legend

B/L = BUILDING LINE  
U/E = UTILITY EASEMENT  
LS/E = LANDSCAPE EDGE  
OD/E = OVERLAND DRAINAGE EASEMENT  
ACC = ACCESS PERMITTED  
LNA = LIMITS OF NO ACCESS  
2610 = ADDRESS

### Note:

THE BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF SECTION 4, T-18-N, R-14-E HAVING AN ASSUMED NON-ASTRONOMICAL BEARING OF DUE NORTH.

TOPOGRAPHY SHOWN ON THESE PLANS AS PROVIDED BY PENNCO SURVEYING.

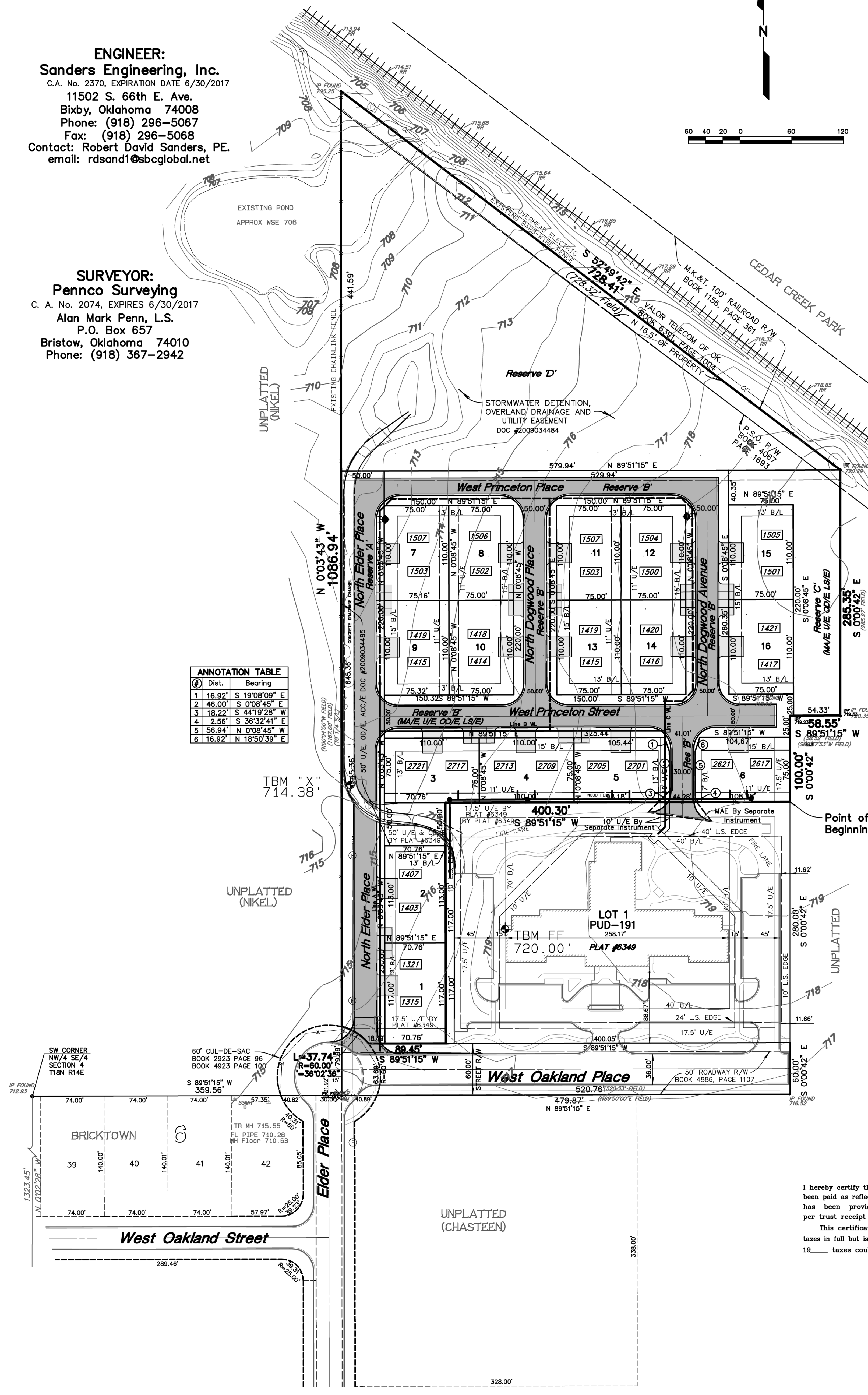
NO REGULATORY FLOODPLAIN EXISTS ON THE PROPERTY SHOWN ON THIS PLAT.

### Bench Mark #1

CHISELED SQUARE ON TOP OF CURB APPROX. 72.3' SOUTH OF SW CORNER ELEVATION 705.68 (NGVD 29)

### Bench Mark #2

SET PK NAIL AT RADIUS POINT OF EXISTING CUL-DE-SAC ELEVATION 715.52 (NGVD 29)



Dist.	Bearing
1	16.92' S 19°08'09" E
2	46.00' S 0°08'45" E
3	18.22' S 44°19'28" W
4	2.56' S 36°32'41" E
5	56.94' N 0°08'45" W
6	16.92' N 18°50'39" E

APPROVED \_\_\_\_\_ by the City Council of the City of Broken Arrow, Oklahoma.  
Mayor: Craig Thurmond  
Attest: City Clerk: Mary "Liza" Bryce

I, Pat Key, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.  
Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
PAT KEY, Tulsa County Clerk  
Deputy

**CERTIFICATE**  
I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$ \_\_\_\_\_ per trust receipt no. \_\_\_\_\_ to be applied to 19 \_\_\_\_\_ taxes. This certificate is NOT to be construed as payment of 19 \_\_\_\_\_ taxes in full but is given in order that this plat may be filed on record 19 \_\_\_\_\_ taxes could exceed the amount of the security deposit.  
Dated \_\_\_\_\_ 19 \_\_\_\_\_

Dennis Semler  
Tulsa County Treasurer  
by \_\_\_\_\_  
Deputy

CASE NO. \_\_\_\_\_  
DEVELOPMENT NO. \_\_\_\_\_  
Kenosha Villas  
SHEET 1 OF 2  
Date Prepared: JULY 2, 2015

# Preliminary Plat of Kenosha Villas

AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA  
A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4)  
OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14)  
EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

## KENOSHA VILLAS DEED OF DEDICATION

### KNOW ALL MEN BY THESE PRESENTS:

THAT RONALD E. SMITH, REVOCABLE TRUST, RONALD E. SMITH, TRUSTEE, HERINAFTER REFERRED TO AS "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF KENOSHA LANDING, AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA ACCORDING TO PLAT NO. 6349 RECORDED JULY 2, 2010; THENCE S89°51'15"W A DISTANCE OF 400.30 FEET; THENCE S00°03'43"E A DISTANCE OF 280.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF WEST OAKLAND PLACE; THENCE S89°51'15"W ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 89.45 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT HAVING A CHORD LENGTH OF 37.13 FEET AT A BEARING OF N57°33'46"W, A RADIUS OF 60.00 FEET, AND A DELTA ANGLE OF 36°02'36" FOR A CURVE LENGTH OF 37.74 FEET; THENCE N00°03'43"W A DISTANCE OF 1086.94 FEET; THENCE S52°49'42"E A DISTANCE OF 728.41 FEET; THENCE S00°00'42"E A DISTANCE OF 285.35 FEET; THENCE S89°51'15"W A DISTANCE OF 58.55 FEET; THENCE S00°00'42"E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 8.70 ACRES, MORE OR LESS.

THE OWNER HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE (1) BLOCK, SIXTEEN (16) LOTS AND FOUR (4) RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "KENOSHA VILLAS", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

### SECTION I. STREETS, EASEMENTS AND UTILITIES

#### A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING 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 RE-LAYING 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

#### B. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC SERVICES MAY BE LOCATED ALONG THE NORTH PERIMETER BOUNDARY OF THE SUBDIVISION, IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY OR WITHIN A UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY 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 GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENTWAYS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES SO INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR LOTS AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIERS OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE AND THE OWNERS OF THE LOTS AGREE TO BE BOUND HEREBY.

#### C. WATER AND SEWER SERVICE

- THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED THEREON.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APPURTENANCES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER OR LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, LOT OWNER, HIS AGENTS OR CONTRACTORS.
- 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 THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE LOT OWNERS AGREE TO BE BOUND HEREBY.

#### D. SURFACE DRAINAGE

THE LOTS 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 THE LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

#### E. 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 WATER LINE, SEWER LINE OR 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. RESERVE "A"

- THE OWNER HAS ESTABLISHED AND DEDICATED FOR PUBLIC USE A MUTUAL ACCESS, OVERLAND DRAINAGE AND UTILITY EASEMENT ON, OVER AND ACROSS THE PROPERTY, SHOWN ON THE ACCOMPANYING PLAT AS RESERVE "A", FOR THE PURPOSE OF PERMITTING THE CONVEYANCE AND DISCHARGE OF STORMWATER FROM WITHIN THE SUBDIVISION; AND, FOR THE FURTHER PURPOSE OF PERMITTING INGRESS AND EGRESS FOR MAINTENANCE AND PROVIDING EASEMENT FOR UTILITIES TO SERVE THE SUBDIVISION.
- THE MAINTENANCE OF RESERVE AREA "A" AND ANY IMPROVEMENTS, INCLUDING THE PRIVATE STREETS LOCATED THEREON, SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION LOT OWNERS OF RECORD. EACH OWNER'S FINANCIAL LIABILITY WILL BE LIMITED TO 1/16TH TIMES NUMBER OF LOTS OWNED.

#### G. RESERVE "B"

- THE OWNER HAS ESTABLISHED AND DEDICATED FOR PUBLIC USE A MUTUAL ACCESS, OVERLAND DRAINAGE AND UTILITY EASEMENT ON, OVER AND ACROSS THE PROPERTY, SHOWN ON THE ACCOMPANYING PLAT AS RESERVE "B", FOR THE PURPOSE OF PERMITTING THE CONVEYANCE AND DISCHARGE OF STORMWATER FROM WITHIN THE SUBDIVISION; AND, FOR THE FURTHER PURPOSE OF PERMITTING INGRESS AND EGRESS FOR MAINTENANCE AND PROVIDING EASEMENT FOR UTILITIES TO SERVE THE SUBDIVISION.
- THE MAINTENANCE OF RESERVE AREA "B" AND ANY IMPROVEMENTS, INCLUDING THE PRIVATE STREETS LOCATED THEREON, SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION LOT OWNERS OF RECORD. EACH OWNER'S FINANCIAL LIABILITY WILL BE LIMITED TO 1/16TH TIMES NUMBER OF LOTS OWNED.

#### H. RESERVE "C"

- THE OWNER HAS ESTABLISHED AND DEDICATED FOR PUBLIC USE A LANDSCAPE, MUTUAL ACCESS, OVERLAND DRAINAGE AND UTILITY EASEMENT ON, OVER AND ACROSS THE PROPERTY, SHOWN ON THE ACCOMPANYING PLAT AS RESERVE "C", FOR THE PURPOSE OF PERMITTING LANDSCAPE AND AESTHETIC IMPROVEMENTS; PERMITTING THE CONVEYANCE AND DISCHARGE OF STORMWATER FROM WITHIN THE SUBDIVISION; PERMITTING COMMON AREA INGRESS AND EGRESS FOR MAINTENANCE; AND, PROVIDING EASEMENT FOR UTILITIES TO SERVE THE SUBDIVISION.
- THE MAINTENANCE OF RESERVE AREA "C" AND ANY IMPROVEMENTS THEREON SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION LOT OWNERS OF RECORD. EACH OWNER'S FINANCIAL LIABILITY WILL BE LIMITED TO 1/16TH TIMES NUMBER OF LOTS OWNED.

#### I. RESERVE "D" STORMWATER DETENTION FACILITY

- THE OWNER HAS ESTABLISHED AND DEDICATED FOR PUBLIC USE A PERPETUAL STORMWATER DETENTION, OVERLAND DRAINAGE AND UTILITY EASEMENT ON, OVER AND ACROSS THE PROPERTY, SHOWN ON THE ACCOMPANYING PLAT AS RESERVE "D", FOR THE PURPOSE OF PERMITTING THE CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER FROM WITHIN THE SUBDIVISION; AND, FOR THE FURTHER PURPOSE OF PERMITTING INGRESS AND EGRESS FOR MAINTENANCE.
- THE OWNERSHIP OF RESERVE "D" SHALL REMAIN WITH RONALD E. SMITH REVOCABLE TRUST, THE SIGNATORY OF THIS PLAT, OR WITH ITS HEIRS OR ASSIGNS.
- THE COSTS OF MAINTAINING THE STORMWATER DETENTION FACILITY LOCATED WITHIN RESERVE "A", INCLUDING PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNER(S) OF LOT 1 BLOCK 1, KENOSHA LANDING, PLAT NO. 6349, OR ANY FUTURE OWNERS OF LOT 1 BLOCK 1 KENOSHA LANDING. SUCH MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:
  - STORMWATER DETENTION FACILITY SHALL BE KEPT FREE OF LITTER.
  - STORMWATER DETENTION FACILITY SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING FOUR (4) WEEKS.

### SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS KENOSHA VILLAS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD-191B, PURSUANT TO SECTION 6.4 OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, ORDINANCE NUMBER 2931 AS SAID ORDINANCE EXISTED ON FEBRUARY 1, 2008 OR AS AMENDED AS OF OCTOBER 16, 2012; AND WHEREAS PUD-191B WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON JUNE 11, 2015, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON JULY 7, 2015, SUBJECT TO THIS PLAT; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, THE OWNER'S SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA; AND

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

NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

THE DEVELOPMENT OF THE PROPERTY SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS SUCH PROVISIONS EXISTED ON FEBRUARY 1, 2008, OR AS MAY BE SUBSEQUENTLY AMENDED.

A. PERMITTED USE: THE PERMITTED USE OF DEVELOPMENT AREAS "A" AND "B" WITHIN BLOCK 1, AS PERMITTED IN ZONING DISTRICT RD, IS RESTRICTED TO SINGLE-FAMILY ATTACHED/DUPLEX DWELLING UNITS.

B. DEVELOPMENT STANDARDS: THE DEVELOPMENT OF KENOSHA VILLAS SHALL BE SUBJECT TO THE PROVISIONS OF PLANNED UNIT DEVELOPMENT NO. 191B INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

#### BLOCK 1 - DEVELOPMENT AREA "A"

LAND AREA:	2,143 ACRES
DWELLING UNITS:	12
MINIMUM LOT FRONTAGE	49/110 FEET
MAXIMUM HEIGHT/STORIES:	35 FEET/2.5 STORIES
MINIMUM BUILDING SETBACKS:	
FRONT	13 FEET
UNATTACHED SIDE	7 FEET
REAR	12 FEET
SIGNAGE	PER ZONING CODE
ZONING CODE	

#### BLOCK 1 - DEVELOPMENT AREA "B"

LAND AREA:	3,617 ACRES
DWELLING UNITS:	20
MINIMUM LOT FRONTAGE	55/110 FEET
MAXIMUM HEIGHT/STORIES:	35 FEET/2.5 STORIES
MINIMUM BUILDING SETBACKS:	
FRONT	15 FEET
UNATTACHED SIDE	7 FEET
REAR	15 FEET
SIGNAGE	PER ZONING CODE
ZONING CODE	

#### BLOCK 1 - DEVELOPMENT AREA "C"

LAND AREA:	2,940 ACRES
LAND USE IS RESTRICTED TO STORMWATER DETENTION, OVERLAND DRAINAGE AND UTILITY EASEMENT AS DEFINED BY DOCUMENT #2009034484.	

### SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

#### A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH SHALL 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, AND WHETHER OR NOT THEREIN SO STATED THE COVENANTS WITHIN SECTION I. SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

#### B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL 20 YEARS HENCE FROM THE DATE OF FILING OF RECORD, AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

#### C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I., STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OR ITS SUCCESSORS AND BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

#### 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 OF ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNER HAS EXECUTED THIS INSTRUMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

RONALD E. SMITH REVOCABLE TRUST

RONALD E. SMITH, TRUSTEE

STATE OF OKLAHOMA )  
  )SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, PERSONALLY APPEARED RONALD E. SMITH, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS TRUSTEE, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT OF SUCH TRUST FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

### CERTIFICATE OF SURVEY

I, ALAN MARK PENN, 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 "KENOSHA VILLAS", 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 STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

ALAN MARK PENN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1086

STATE OF OKLAHOMA )  
  )SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, PERSONALLY APPEARED ALAN MARK PENN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL 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.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_



# Kenosha Landing

P.U.D. #191  
 AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA  
 A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4)  
 OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14)  
 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

**OWNER:**  
**Kenosha Landing, LP**  
 5950 East 31st Street  
 Tulsa, Oklahoma 74133  
 Phone: (918) 664-9000  
 Fax: (918) 664-9922  
 Contact: Bill Major  
 Email: bmajor@seniorline.org

**ENGINEER:**  
**Sanders Engineering, Inc.**  
 C.A. No. 2370, EXPIRATION DATE 6/30/2010  
 11502 S. 66th E. Ave.  
 Bktby, Oklahoma 74008  
 Phone: (918) 296-5067  
 Fax: (918) 296-5068  
 Contact: Robert David Sanders, PE.  
 Email: rdsand1@cbcglobel.net

**SURVEYOR:**  
**Pennco Surveying**  
 C. A. No. 2074, EXPIRES 6/30/2010  
 Alan Mark Penn, L.S.  
 P.O. Box 657  
 Bristow, Oklahoma 74010  
 Phone: (918) 367-2942

**Legend**

B/L	= BUILDING LINE
U/E	= UTILITY EASEMENT
L/E	= LANDSCAPE EDGE
OD/E	= OVERLAND DRAINAGE EASEMENT
ACC	= ACCESS PERMITTED
LNA	= LIMITS OF NO ACCESS
ACC/E	= ACCESS EASEMENT
R/W	= RIGHT OF WAY
2670	= ADDRESS

**Note:**  
 THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT OF WAY OF M.K.&T. RAILROAD BEARING S 52°49'42" E.  
 NO REGULATORY FLOODPLAIN EXISTS ON THE PROPERTY SHOWN ON THIS PLAT.

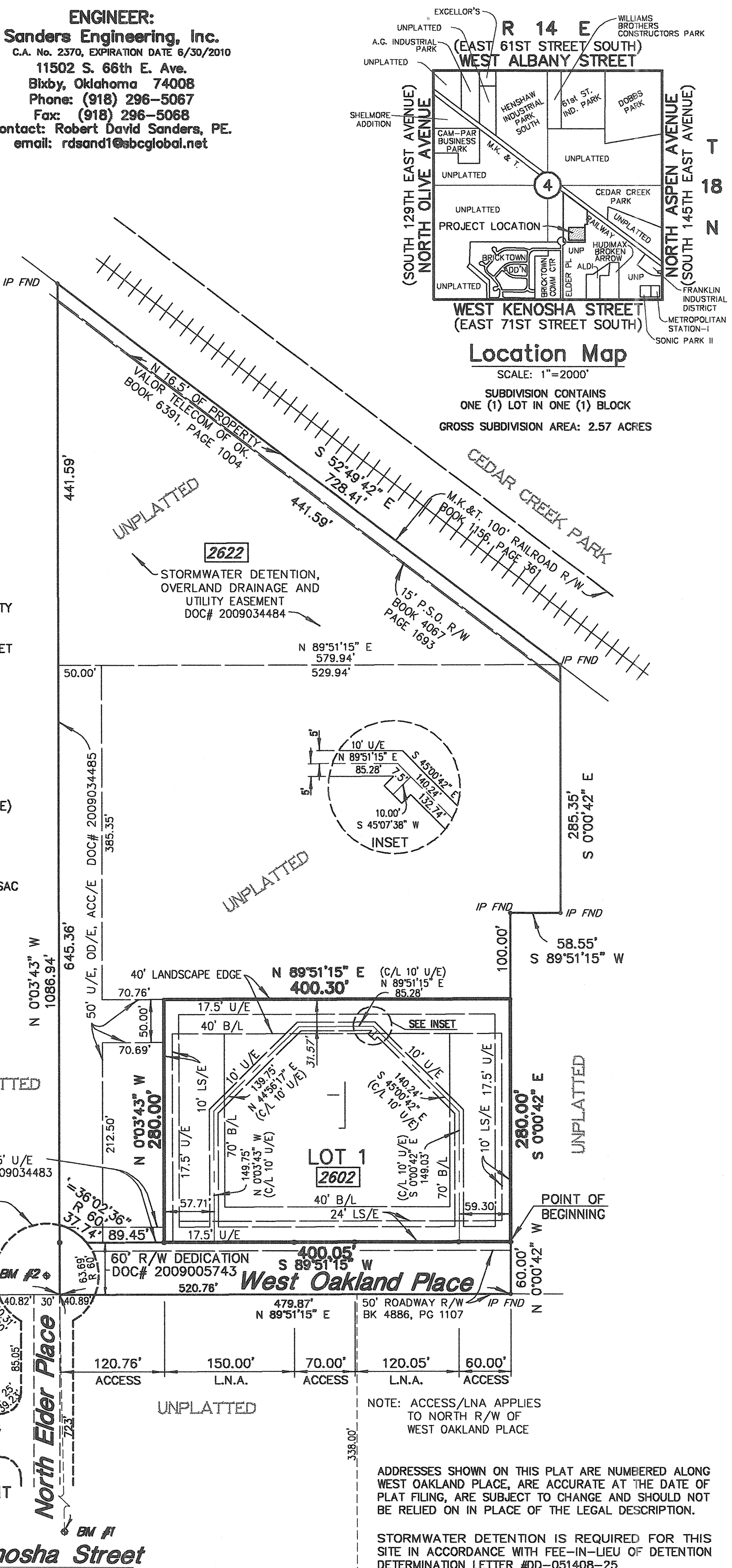
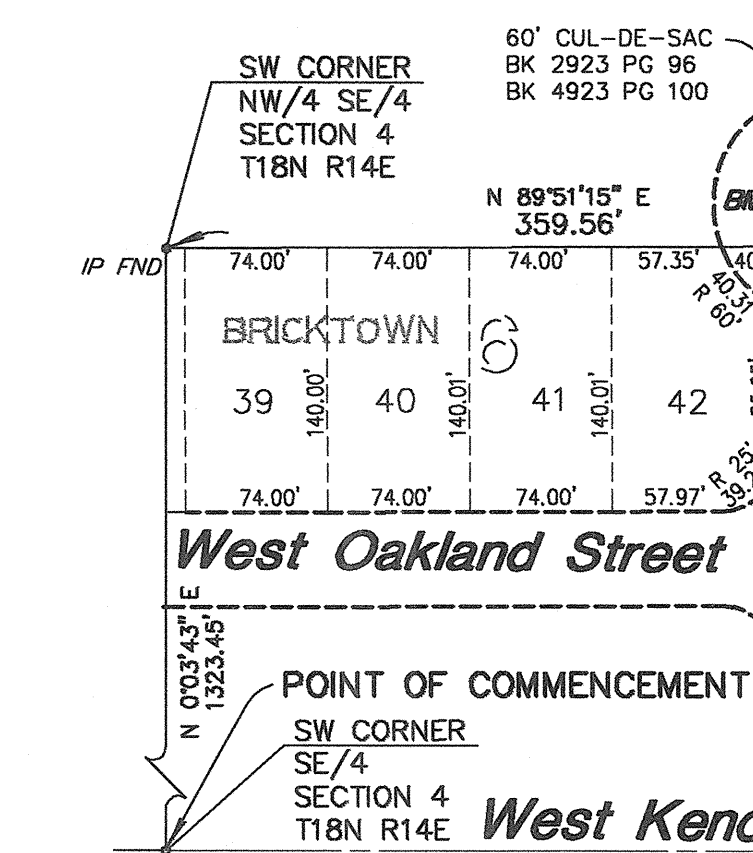
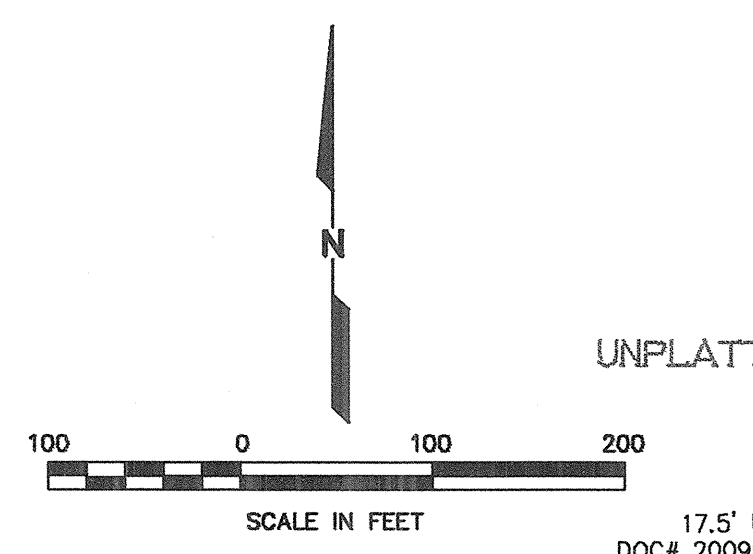
MONUMENTATION: IRON PINS 3/8" X 18" SHALL BE SET AT ALL LOT CORNERS AND BLOCK CORNERS.

**Backflow Preventer (BFP) Table:**

BLOCK	LOT	FINISH FLOOR	UPSTREAM MH TOP RIM ELEVATION	BFP REQUIRED
1	1	720.00	716.8	NO

**Bench Mark #1**  
 CHISELED SQUARE ON TOP OF CURB (N. ELDER PLACE)  
 APPROX. 723' SOUTH OF SW PROPERTY CORNER  
 ELEVATION 705.68 (NGVD 29)

**Bench Mark #2**  
 SET PK NAIL AT RADIUS POINT OF EXISTING CUL-DE-SAC  
 ELEVATION 715.52 (NGVD 29)



**KENOSHA LANDING**  
**DEED OF DEDICATION**  
 KNOW ALL MEN BY THESE PRESENTS:  
 THAT KENOSHA LANDING, LP, HERINAFTER REFERRED TO AS THE "OWNER" OR "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:  
 COMMENCING AT THE SOUTHWEST CORNER OF SAID SE/4, THENCE N00°03'43"E ALONG THE WEST LINE OF SAID SE/4 A DISTANCE OF 1323.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SE/4; THENCE N89°51'15"E ALONG THE SOUTH LINE OF SAID NW/4 SE/4 A DISTANCE OF 359.56 FEET TO A POINT; THENCE CONTINUING N 89°51'15" E ALONG THE SOUTH RIGHT-OF-WAY OF WEST OAKLAND PLACE A DISTANCE OF 520.76 FEET; THENCE N 00°04'2" W A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST OAKLAND PLACE, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°51'15"W ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 400.05 FEET; THENCE N 00°03'43" W A DISTANCE OF 280.00 FEET TO A POINT; THENCE N89°51'15" E A DISTANCE OF 400.30 FEET TO A POINT; THENCE S00°04'2" E A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 112,048.66 SQUARE FEET OR 2.57 ACRES, MORE OR LESS.

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE LOT AND ONE BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "KENOSHA LANDING", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

**SECTION I. STREETS, EASEMENTS AND UTILITIES**

**A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS**  
 THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH 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 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 AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

**B. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE**  
 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC SERVICES MAY BE LOCATED ALONG THE NORTH PERIMETER BOUNDARY OF THE SUBDIVISION, IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY OR WITHIN A UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY 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 GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENTWAYS.

**SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS**

WHEREAS, LOT 1 BLOCK 1 KENOSHA LANDING WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD-191, PURSUANT TO SECTION 6.4 OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, ORDINANCE NUMBER 2931 AS SAID ORDINANCE EXISTED ON FEBRUARY 1, 2008; AND WHEREAS PUD-191 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON SEPTEMBER 25, 2008, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON OCTOBER 21, 2008, SUBJECT TO THIS PLAT; AND WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, THE OWNER'S SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA; AND WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO; NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE ON LOT 1 BLOCK 1 THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE AS HERINAFTER SET FORTH.

THE DEVELOPMENT OF THE PROPERTY SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS SUCH PROVISIONS EXISTED ON FEBRUARY 1, 2008, OR AS MAY BE SUBSEQUENTLY AMENDED.

**A. PERMITTED USE:**  
 THE PERMITTED USE OF LOT 1 BLOCK 1, AS PERMITTED IN ZONING DISTRICT RM, IS RESTRICTED TO RESIDENTIAL MULTI-FAMILY HOUSING FOR THE ELDERLY WHERE ALL PERSONS RESIDING IN THE UNITS, EXCEPT EMPLOYEES DIRECTLY ENGAGED IN MANAGEMENT OR MAINTENANCE, ARE 52 YEARS OF AGE OR OLDER; PROVIDING, HOWEVER, THAT BULK AND AREA REQUIREMENTS ARE IN ACCORDANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT NUMBER 191.

**B. DEVELOPMENT STANDARDS:**  
 THE DEVELOPMENT LOT 1 BLOCK 1, KENOSHA LANDING, SHALL BE SUBJECT TO THE PROVISIONS OF PLANNED UNIT DEVELOPMENT NO. 191 INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

LAND AREA (GROSS):	136,050.23 SQ. FT.	3.12 ACRES
LAND AREA (NET):	112,048.66 SQ. FT.	2.57 ACRES
DWELLING UNITS ALLOWED:	40	
MINIMUM LOT FRONTAGE:	40 FEET	
MAXIMUM HEIGHT/STORIES:	35 FEET/2-STORIES	
MINIMUM BUILDING SETBACKS:		
FRONT YARD:	40 FEET	
SIDE YARD:	70 FEET EACH SIDE	
REAR YARD:	40 FEET	
LANDSCAPING:		
FRONT LANDSCAPE EDGE:	24 FEET	
REAR LANDSCAPE EDGE:	40 FEET	
SIDE LANDSCAPE EDGE:	10 FEET EACH SIDE	
AREA OF LANDSCAPING AND GREEN SPACE:	40%	
OFF-STREET PARKING:	43 SPACES	
SIGNAGE:	PER ZONING CODE	

**C. WATER AND SEWER SERVICE**  
 1. THE OWNER(S) OF THE LOTS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED THEREON.  
 2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APPURTENANCES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE.  
 3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND 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 THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.  
 5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

**D. SURFACE DRAINAGE**  
 THE 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 SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

**E. LIMITS OF NO ACCESS**  
 THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST OAKLAND PLACE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF 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, 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.

**F. 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 WATER LINE, SEWER LINE OR 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.

**G. STORMWATER DETENTION FACILITY**  
 1. THE OWNER/DEVELOPER HAS ESTABLISHED AND DEDICATED FOR PUBLIC USE A PERPETUAL STORMWATER DETENTION, OVERLAND DRAINAGE AND UTILITY EASEMENT ON OVER AND ACROSS THE PROPERTY AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PURPOSE OF PERMITTING THE CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER FROM WITHIN THE SUBDIVISION; AND, FOR THE FURTHER PURPOSE OF PERMITTING INGRESS AND EGRESS FOR MAINTENANCE.  
 2. THE OWNERSHIP OF THE ABOVE ESTABLISHED EASEMENT SHALL REMAIN WITH RONALD E. SMITH REVOCABLE TRUST, THE CURRENT OWNER OF THE PROPERTY OVER AND UPON WHICH SAID EASEMENT IS SITUATED, OR WITH ANY AND ALL SUBSEQUENT OWNER(S).  
 3. THE COSTS OF MAINTAINING THE STORMWATER DETENTION FACILITY LOCATED WITHIN THE ABOVE ESTABLISHED EASEMENT, INCLUDING PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE SHALL BE BORN BY THE CURRENT OWNER OF LOT 1 BLOCK 1, KENOSHA LANDING, LP, OR ANY FUTURE OWNERS OF LOT 1 BLOCK 1 IN THIS SUBDIVISION. SUCH MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:  
 a. STORMWATER DETENTION FACILITY SHALL BE KEPT FREE OF LITTER.  
 b. STORMWATER DETENTION FACILITY SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING FOUR (4) WEEKS.  
 4. IN THE EVENT THE OWNER, KENOSHA LANDING, LP, OR ANY FUTURE OWNER OF LOT 1 BLOCK 1 SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION FACILITY AS ABOVE PROVIDED, THE CITY OR ITS DESIGNATED CONTRACTOR, MAY PERFORM SUCH MAINTENANCE AND THE COST THEREOF SHALL BE PAID BY SAID LOT OWNER. IN THE EVENT SAID OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF A STATEMENT OF COSTS THEREFOR FROM THE CITY, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST LOT 1 BLOCK 1 IN THIS SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY AS PROVIDED BY OKLAHOMA STATUTES FOR THE FORECLOSURE OF A LIEN.

**SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

**A. ENFORCEMENT**  
 THE RESTRICTIONS HEREIN SET FORTH SHALL 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, AND WHETHER OR NOT THEREIN SO STATED THE COVENANTS WITHIN SECTION I, SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

**B. DURATION**  
 THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL 20 YEARS HENCE FROM THE DATE OF FILING OF RECORD, AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS TERMINATED OR AMENDED AS HERINAFTER PROVIDED.

**C. AMENDMENT**  
 THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE AFFECTED LOT OR PARCEL AND BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

**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 OF ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNER HAS EXECUTED THIS INSTRUMENT ON THIS 24th DAY OF June, 2009.

KENOSHA LANDING, LP  
 AN OKLAHOMA LIMITED PARTNERSHIP  
 VINTAGE HOUSING, INC., GENERAL PARTNER  
 Bill Major, Executive Director

STATE OF OKLAHOMA }  
 COUNTY OF TULSA } SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 24th DAY OF June, 2009, PERSONALLY APPEARED Bill Major, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER OF THE INSTRUMENT TO THE FOREGOING INSTRUMENT AS ITS EXECUTIVE DIRECTOR, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT OF SUCH REVOCABLE TRUST FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

Kelli Alvarez  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: [SEAL]  
03/03/2012



**CERTIFICATE OF SURVEY**

I, ALAN MARK PENN, A REGISTERED 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 "KENOSHA LANDING", 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 STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS 24th DAY OF June, 2009.

Alan Mark Penn  
 REGISTERED LAND SURVEYOR  
 OKLAHOMA NO. 1086

STATE OF OKLAHOMA }  
 COUNTY OF TULSA } SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 24th DAY OF June, 2009, PERSONALLY APPEARED Alan Mark Penn, TO ME 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.

Janet C. Hudgins  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: [SEAL]  
March 3, 2013

Janet C. Hudgins  
 Registered Land Surveyor  
 Creek County, State Of Oklahoma  
 Commission # 01001033



**CERTIFICATE**  
 I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$ 116.82 per trust receipt no. 11682 to be applied to 20 10 taxes. This certificate is NOT to be construed as payment of 20 10 taxes in full but is given in order that this plat may be filed on record. 20 10 taxes not paid the amount of the security deposit.

Dated 02-Jul-10

Dennis Semler  
 Tulsa County Treasurer  
 Deputy

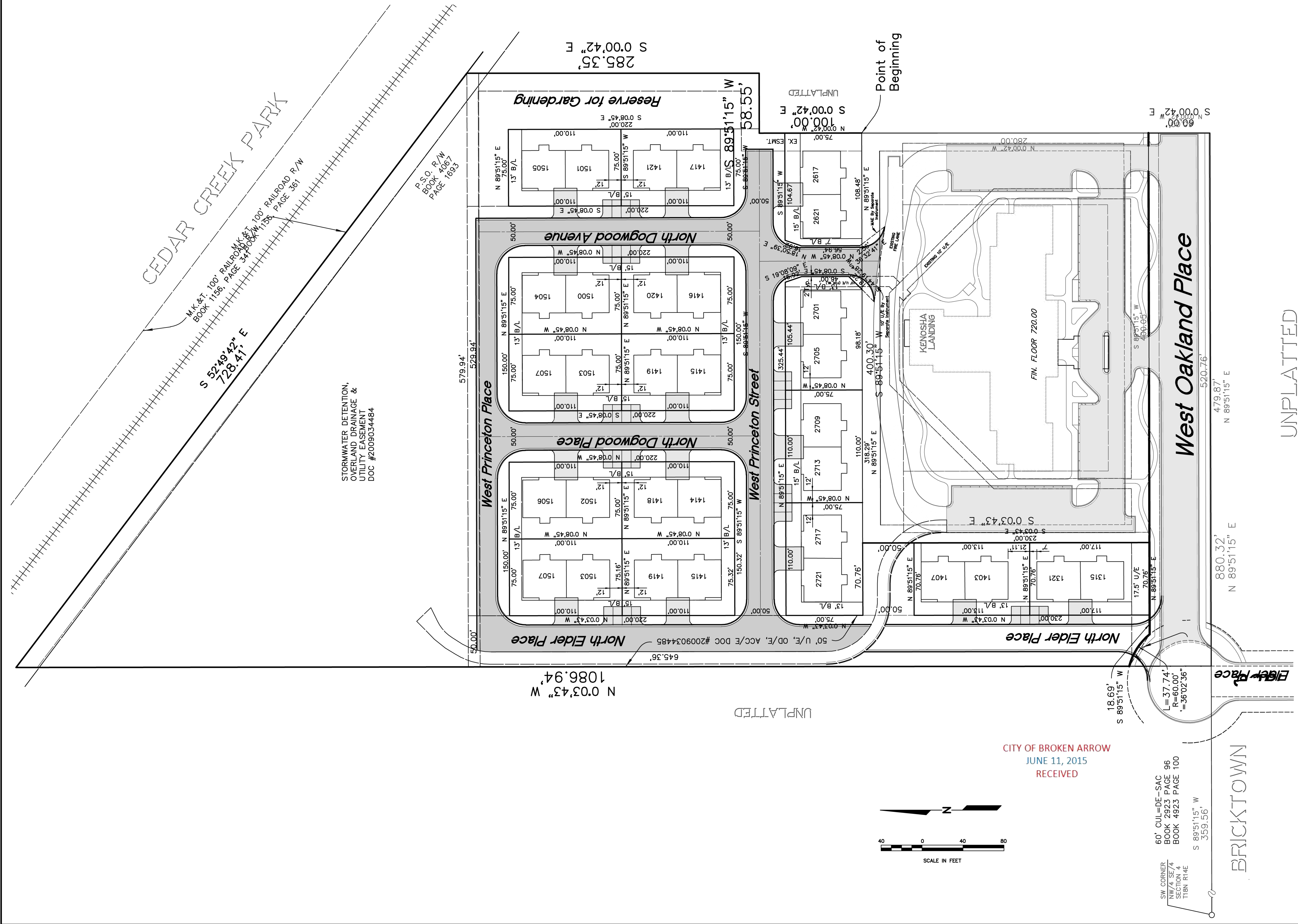
APPROVED 3-3-09 by the City Council of the City of Broken Arrow, Oklahoma.  
Mike Lester  
 Mayor  
Steve E. Payne  
 Attest: City Clerk: 6-30-09

STATE OF OKLAHOMA }  
 COUNTY OF TULSA } SS

I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the 2nd day of July, 2010

Earlene Wilson  
 EARLENE WILSON, Tulsa County Clerk



CEDAR CREEK PARK

M.K. & T. 100' RAILROAD R/W  
 BOOK 1156, PAGE 34  
 S 52°49'42" E  
 728.41' E

STORMWATER DETENTION,  
 OVERLAND DRAINAGE &  
 UTILITY EASEMENT  
 DOC #2009034484

P.S.O. R/W  
 BOOK 4067  
 PAGE 1693

West Princeton Place

West Princeton Street

North Elder Place  
 50' U/E, 00'/E, ACC/E DOC #2009034485  
 645.36'  
 N 0°03'43" W  
 1086.94'

North Dogwood Avenue

North Dogwood Place

North Elder Place

North Elder Place

North Elder Place

North Elder Place

North Elder Place

North Elder Place

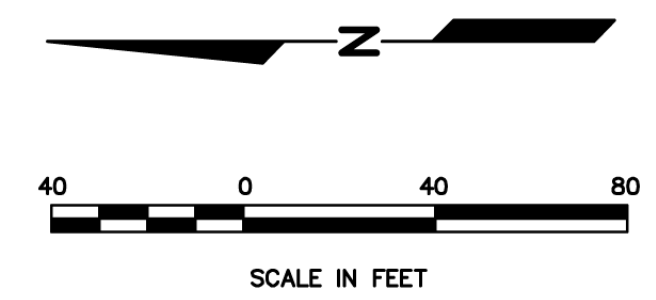
North Elder Place

North Elder Place

North Elder Place

285.35' E  
 S 0°00'42" E

UNPLATTED



CITY OF BROKEN ARROW  
 JUNE 11, 2015  
 RECEIVED

60' CUL=DE-SAC  
 BOOK 2923 PAGE 96  
 BOOK 4923 PAGE 100

BRICKTOWN

West Oakland Place

18.69' S 89°51'15" W

880.32' N 89°51'15" E

479.87' N 89°51'15" E

520.76'

100.00' N 0°00'42" W

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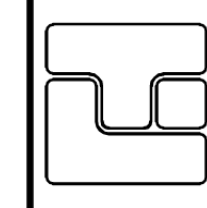
UNPLATTED

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

SANDERS ENGINEERING, INC.  
 Phone: (918)296-5067  
 11502 S. 66th E. Ave.  
 Bixby, Oklahoma 74008  
 Certificate of Authorization No. CA 2370 Exp. 6/30/17



Chase Fettes Hewitt - Architects  
 4520 S. Harvard  
 Tulsa, Oklahoma 74135 918/747-8225



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KENOSHA VILLAS  
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