

CONDITIONAL FINAL PLAT

ONE GAS SERVICE CENTER

PUD-000725-2023

PART OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN
BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

OWNER:
One Gas, Inc.
100 West 5th Street
Tulsa, Oklahoma, 74103
CONTACT: TONY LENOX

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
A. Nicole Watts P.E.
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SURVEYOR:
Prime Energy Services
450 GEARS RD., STE 500
Houston, Texas 77067
Phone: (281)506-7168
OK CA NO. 7261, EXPIRES 6/30/2025
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tdunn@primeenergyservices.com



WEST NEW ORLEANS STREET
(EAST 101st STREET)
Location Map

SCALE: 1"=2000'

FOUND 3/8"

IRON ROD

- (E) SEQUOYAH CREEK APTS.
- (F) BOSTON HEIGHTS
- (G) SWANDA ACRES DUPLEXES
- (H) SWANDA ACRES II
- (I) A NEW LEAF
- (J) BROKEN ARROW FAITH BAPTIST CHURCH
- (K) VENDEVER EAST 4TH
- (L) THE PLAZA
- (M) CORRAL ADDITION
- (N) VENDEVER EAST CENTER
- (O) ST STEPHENS UNITED METHODIST CHURCH

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK.
SUBDIVISION CONTAINS 679,240 SF (15.59 ACRES)
LOT 1 CONTAINS 660,581 SF (15.16 ACRES)
R/W DEDICATED BY PLAT CONTAINS 18,659 SF (0.43 ACRES)

ADDRESS NOTE
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 THE LEGAL DESCRIPTION.

MONUMENTATION

MONUMENTATION FOUND/SET AS NOTED

Complete the
benchmark section

XXXXXXXXXXXXXXXXXXXX
NORTHING=

BASIS OF BEARINGS

HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE
COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.

SURVEYOR'S LAST SITE VISIT:

LEGEND

B/L	= BUILDING SETBACK
ACC	= ACCESS
LNA	= LIMITS OF NO ACCESS
R/W	= RIGHT-OF-WAY
U/E	= UTILITY EASEMENT
BK./PG.	= BOOK/PAGE
P.O.B.	= POINT OF BEGINNING

XXXX ADDRESS
1 BLOCK NUMBER
2 LOT NUMBER
● IRON PIN SET
○ IRON PIN FOUND

NOTE
ALL EASEMENTS ARE PER THIS PLAT UNLESS OTHERWISE
NOTED WITH BOOK & PAGE

UNPLATED

LINE TABLE		
LINE #	LENGTH	BEARING
L1	10.46'	S 46°17'40" E
L2	10.43'	S 43°34'38" W
L3	19.76'	S 43°37'12" W
L4	19.76'	N 43°37'12" E
L5	28.38'	N 01°13'27" W
L6	15.00'	N 88°46'33" E
L7	28.34'	S 01°13'27" E
L8	18.60'	N 01°21'46" W

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE
ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF
DETENTION DETERMINATION NO.: DD-021023-11

BACKFLOW PREVENTER NOTE

"ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKWATER DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER." BROKEN ARROW ORDINACE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018. ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

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

Mayor

Attest: City Clerk

CONDITIONAL FINAL PLAT

ONE GAS SERVICE CENTER

PUD-000725-2023

DEED OF DEDICATION AND DEVELOPMENT STANDARDS

KNOW ALL MEN BY THESE PRESENTS:

ONE GAS, INC., HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND IN TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

BEING A 15.5932 ACRE TRACT IN THE SOUTHEAST QUARTER OF SECTION 23, T-18 N, R-14 E OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA SITUATED IN THE PROPERTY OF OKLAHOMA NATURAL GAS COMPANY AS DESCRIBED IN THAT DOCUMENT RECORDED IN BOOK 4034, PAGE 1939 OF THE DEED RECORDS OF TULSA COUNTY, OKLAHOMA, SAID EASEMENTS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 3/8-INCH IRON ROD FOUND ON THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF 1ST PLACE, FOR THE NORTHWEST CORNER OF A TRACT RECORDED IN THE NAME OF CHAE SONG KO UNDER DOCUMENT (DOC.) NUMBER(No.) 2008068394 OF THE OFFICIAL PUBLIC RECORDS OF TULSA COUNTY, OKLAHOMA (O.P.R.T.C.O.) AND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01° 20' 58" WEST, ALONG SAID ROW OF 1ST PLACE, A DISTANCE OF 373.18 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "PES 7241" SET FOR THE SOUTHWEST CORNER OF A TRACT RECORDED IN THE NAME OF DONALD L. HOLDER AND WIFE, JOAN GERBER HOLDER UNDER DOC. NO. 2006064943 O.P.R.T.C.O. AND FOR THE MOST WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE WITH THE LINES COMMON TO SAID HOLDER TRACT AND SAID OKLAHOMA NATURAL GAS COMPANY TRACT,

THE FOLLOWING TWO (2) COURSES:

1. NORTH 88° 38' 14" EAST, A DISTANCE OF 249.75 FEET TO A 3/8-INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID HOLDER TRACT;

2. NORTH 01° 17' 40" WEST, A DISTANCE OF 175.00 FEET TO A 3/8-INCH IRON ROD FOUND ON THE SOUTH LINE OF A TRACT RECORDED IN THE NAME OF JASON RUSSELL MILLER AND WIFE, JAMIE MILLER DOC. NO. 2020071026 O.P.R.T.C.O., FOR THE NORTHEAST CORNER OF SAID HOLDER TRACT AND FOR THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE NORTH 88° 38' 14" EAST, WITH THE LINES COMMON TO SAID MILLER TRACT AND SAID OKLAHOMA NATURAL GAS COMPANY TRACT, A DISTANCE OF 1,069.18 FEET TO A 3/8-IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID MILLER TRACT AND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH 01° 17' 40" EAST, WITH THE EAST LINE OF SAID OKLAHOMA NATURAL GAS COMPANY TRACT, A DISTANCE OF 548.18 FEET TO A 3/8-IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID CHAE SONG KO TRACT AND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88° 38' 14" WEST, WITH THE LINES COMMON TO SAID CHAE SONG KO TRACT AND SAID OKLAHOMA NATURAL GAS COMPANY TRACT, A DISTANCE OF 1,318.57 FEET TO THE POINT OF BEGINNING AND CONTAINING THE 15.5932 ACRES OF LAND.

AND HAS CAUSED THE ABOVE-DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE LOT, ONE BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "ONE GAS SERVICE CENTER", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "ONE GAS SERVICE CENTER").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", FOR THE 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 THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, TULSA COUNTY, 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. FURTHERMORE, IN ADDITION TO THE ABOVE DESCRIBED FACILITIES AND APPURTENANCES, THE WESTERN 20 FOOT UTILITY EASEMENT SHALL ALSO FUNCTION AS A SIDEWALK EASEMENT.

B. UNDERGROUND SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT AND IN THE PERIMETER RIGHT-OF-WAYS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING 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 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.

3. 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 RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON THE OWNER'S 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 LOT OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THEIR 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 THE 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, THEIR 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. ALL STORM SEWER OUTSIDE OF THE RIGHT OF WAY WILL BE CONSIDERED PRIVATE AND IDENTIFIED IN THE PLANS AS PRIVATE OF PUBLIC.
6. 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 THE LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF ONE GAS SERVICE CENTER, 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 AND BY THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

E. STORMWATER DETENTION EASEMENT

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.
2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE EASEMENT 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 SHALL BE PLACED OR MAINTAINED IN THE RESERVES NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID RESERVES UNLESS APPROVED BY THE STORMWATER DEVELOPMENT DIVISION THROUGH THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.
4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE LAND OWNER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE ASSOCIATION SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE RESERVES IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
 - a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
 - b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - c. THE RESERVES SHALL BE KEPT FREE OF DEBRIS.
 - d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
5. LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL BE RESTRICTED TO AREA OUTSIDE THE 500-YR STORAGE AREA. ALL TREES SHALL BE REMOVED FROM WITHIN THE 500-YR STORAGE AREA.
6. IN THE EVENT THE LAND OWNER 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 WITHIN THE RESERVES, 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, AND THE COSTS THEREOF SHALL BE PAID BY THE LAND OWNER. IN THE EVENT THE LAND OWNER FAILS TO PAY THE COSTS OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE LOT WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION AND FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING STORM SEWERS, AND ANY APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE DRAINAGE EASEMENTS FOR THE USES AND PURPOSES STATED.
2. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW.
4. THE ABOVE GROUND AREA OF ANY DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER.

IN THE EVENT THE OWNER FAILS 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, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

G. 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 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, TULSA COUNTY, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

H. SIDEWALKS; PUBLIC ACCESS EASEMENT

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE LOT OWNER IN ACCORDANCE WITH THE CITY OF BROKEN ARROW SUBDIVISION REGULATIONS AND IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF BROKEN ARROW. ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION. TO THE EXTENT SAID SIDEWALKS EXTEND OUTSIDE OF THE RIGHT-OF-WAY, ONTO THE LOT, THE OWNER HEREBY DEDICATES TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE LOT FOR CONSTRUCTION, MAINTENANCE, AND USE AS A PUBLIC SIDEWALK.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (PUD 000725-2023)

WHEREAS, ONE GAS SERVICE CENTER WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 000725-2023) AS PROVIDED WITHIN SECTIONS 6.4 ET SEQ. OF THE CITY OF BROKEN ARROW ZONING CODE, AS THE SAME EXISTED ON MAY 16, 2023, WHICH P.U.D. NO. 000725-2023 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON APRIL 27, 2023, AND BY THE BROKEN ARROW CITY COUNCIL ON MAY 16, 2023; AND

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

WHEREAS, OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

THEFORE, 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 AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

H. USE OF LAND

ALL OF ONE GAS SERVICE CENTER SHALL BE GOVERNED BY THE USE AND DEVELOPMENT REGULATIONS OF PUD 00725-2023 EXCEPT WHERE NOT SPECIFIED, SHALL BE GOVERNED BY THE REQUIREMENTS OF THE CG ZONING DISTRICT AND THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS NOTED HEREIN:

I. DEVELOPMENT STANDARDS - COMMERCIAL GENERAL (CG)

PERMITTED USES: USES PERMITTED BY RIGHT AND BY SPECIFIC USE PERMIT IN THE CG (COMMERCIAL GENERAL) DISTRICT; INCLUDING ACCESSORY USES INCIDENTAL AND CUSTOMARILY SUBORDINATE TO UTILITY FACILITY, MAJOR, SUCH AS FIRE TRAINING

MINIMUM LOT FRONTAGE 200 FEET

MINIMUM FRONT YARD 50 FEET

REAR YARD 50 FEET

SIDE YARD (ABUTTING RESIDENTIAL OR A-1 DISTRICT) 30 FEET
SIDE YARD (ABUTTING SAME DISTRICT) 0 FEET

MAXIMUM HEIGHT NONE

MAXIMUM LOT COVERAGE NONE

ACCESS LIMITATIONS PER PLAT

OPEN SPACE 15%

II. LANDSCAPING:

LANDSCAPING SHALL BE PROVIDED AS EXISTING VEGETATION WITH NO LESS THAN A 50-FOOT BUFFER ALONG THE EASTERN BOUNDARY AND 30-FOOT BUFFER ALONG THE NORTH AND SOUTH BOUNDARIES AS OUTLINED BELOW:

EAST BOUNDARY: 50-FOOT BUFFER WITH NATURAL VEGETATION. ALL REFERENCED BUFFER REQUIREMENTS IN SECTION 5.2.B.4.D.II OF THE ZONING ORDINANCE SHALL REMAIN IN EFFECT THROUGH THE PRESERVATION OF EXISTING VEGETATION WITHIN THE REFERENCED EASTERN BUFFER ON FACE OF THIS PLAT. THE OUTLINED AREA OF THIS BUFFER SHALL REMAIN IN ITS VEGETATED NATIVE STATE, WHICH IS INTENDED TO MEET OR EXCEED SECTION 5.2.B.4.D.II REQUIREMENTS.

NORTHERN AND SOUTHERN BOUNDARY: 30-FOOT BUFFER WITH NATURAL VEGETATION, AND A MINIMUM OF ONE TREE FOR EVERY 20 FEET WHERE THE PROPERTY ABUTS AGRICULTURAL DISTRICTS ON THE NORTH AND SOUTH BOUNDARY. WHERE THE PROPERTY ABUTS RESIDENTIAL DISTRICTS TO THE NORTH AND WEST

CONDITIONAL FINAL PLAT
ONE GAS SERVICE CENTER
PUD-000725-2023
DEED OF DEDICATION AND DEVELOPMENT STANDARDS

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. EASEMENTS, AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSOR, 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 AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, TULSA COUNTY, 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 OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF: ONE GAS, INC., AN OKLAHOMA CORPORATION, BEING THE SOLE OWNER OF ONE GAS SERVICE CENTER, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION, AND COVENANTS THIS ____ DAY OF _____ 2024.

ONE GAS, INC.

TONY LENOX

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)
)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2024.
BY _____, AS _____ OF ONE GAS, INC.

NOTARY PUBLIC

MY COMMISSION NO: _____

MY COMMISSION EXPIRES: _____
[SEAL]

CERTIFICATE OF SURVEY

I, THOMAS A. DUNN, RPLS, OF PRIME ENERGY SERVICES, A LICENSED LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, 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 ONE GAS SERVICE CENTER, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2024.

THOMAS A. DUNN, RPLS
LICENSED LAND SURVEYOR

[Signature]

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)
)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2024.
BY _____, AS _____ OF PRIME ENERGY SERVICES.

NOTARY PUBLIC

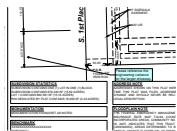
MY COMMISSION NO: _____

MY COMMISSION EXPIRES: _____
[SEAL]

STORMWATER DETENTION ACCOMODATIONS FOR THIS SITE
ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF
DETENTION DETERMINATION NO.: DD-021023-11

Checklist

Architect (1)



Subject: Architect
Page Label: [1] 2340027 Final Plat-Sheet 1
Author: Henry
Date: 9/17/2024 1:55:26 PM
Status:
Color:
Layer:
Space:

Please reference the engineering variance for the larger driveway.

Text Box (3)

XXXX

Add address
as assigned

Subject: Text Box
Page Label: [1] 2340027 Final Plat-Sheet 1
Author: Amanda
Date: 9/12/2024 1:05:03 PM
Status:
Color:
Layer:
Space:

Add address as assigned

AS NOTED

Complete the
benchmark section

Subject: Text Box
Page Label: [1] 2340027 Final Plat-Sheet 1
Author: Amanda
Date: 9/12/2024 1:05:31 PM
Status:
Color:
Layer:
Space:

Complete the benchmark section



Subject: Text Box
Page Label: [1] 2340027 Final Plat-Sheet 1
Author: Amanda
Date: 9/12/2024 1:07:00 PM
Status:
Color:
Layer:
Space:

Remove placeholders prior to submitting the final plat.