

Union Elementary No. 11 Addition 5362



Scale: 1"=100'



SUBDIVISION CONTAINS
ONE (1) LOT IN ONE (1) BLOCK
AND ONE (1) RESERVE AREA "A"

BLOCK ONE (1) CONTAINS 12.888 ACRES

Legend:

ACC = ACCESS PERMITTED
 LNA = LIMITS OF NO ACCESS
 U/E = UTILITY EASEMENT
 B/L = BUILDING LINE
 OD/E = OVERLAND DRAINAGE EASEMENT
 R/W = RIGHT OF WAY
 L/E = LIGHT EASEMENT
 W/E = WATERLINE EASEMENT
 FF = FINISH FLOOR ELEVATION
 800 = STREET ADDRESS

Benchmark

CHISELED SQUARE ON TOP OF CONCRETE
 SIDEWALK LOCATED ON EAST PROPERTY
 LINE APPROX. 53' SOUTH OF THE CENTERLINE
 OF 71ST STREET.

ELEVATION = 693.74 USGS

Monumentation

IRON PINS SET AT ALL PROPERTY CORNERS.

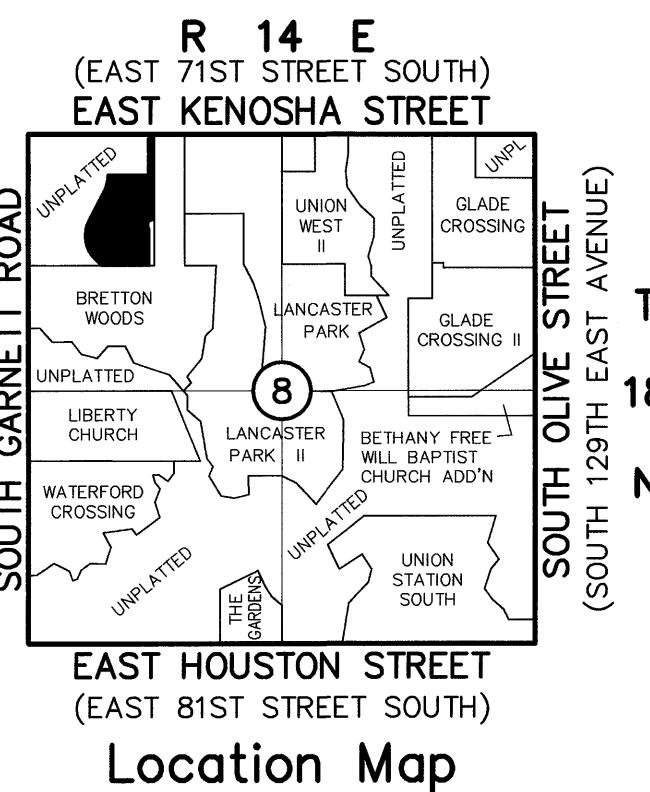
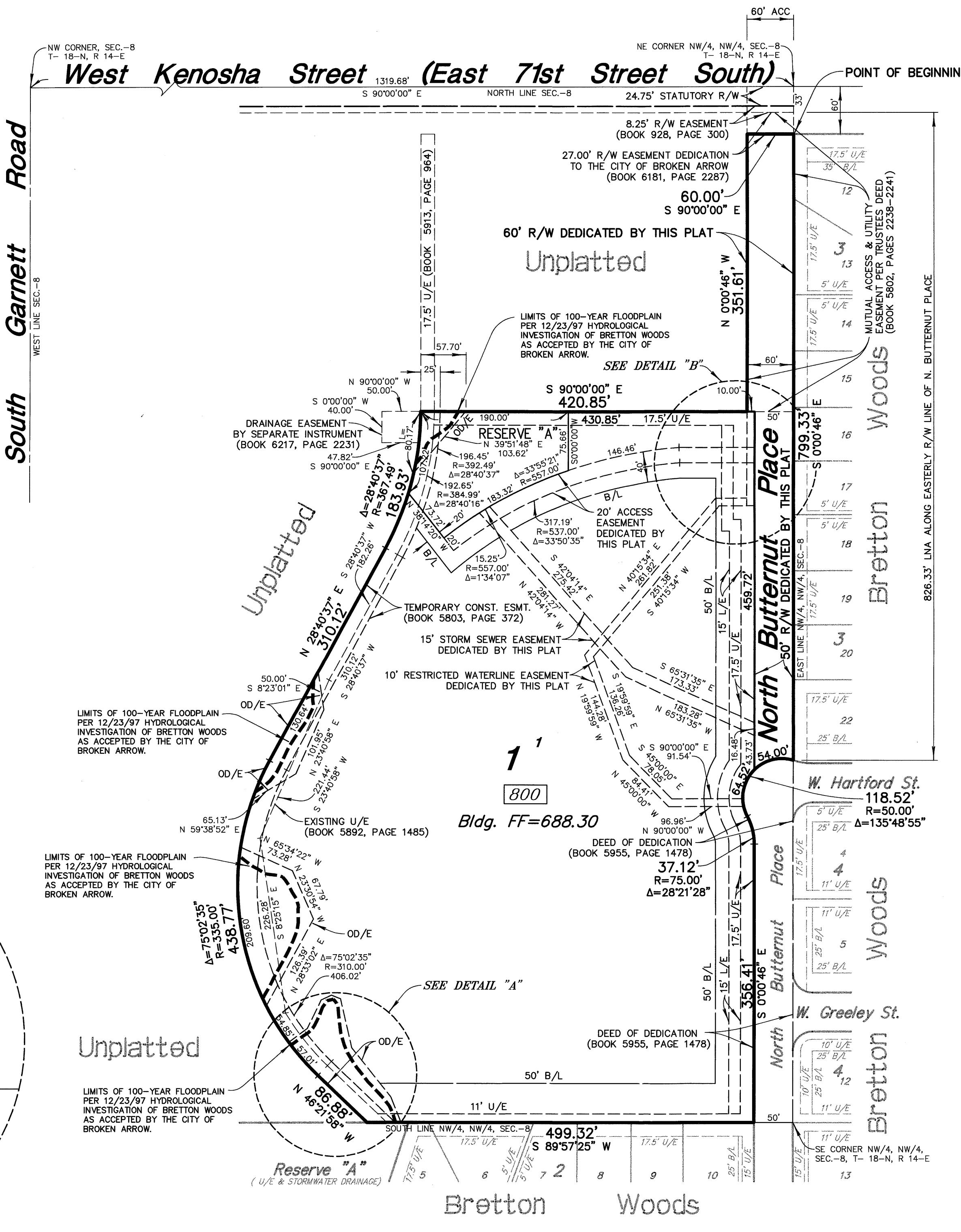
Basis of Bearings

BASIS OF BEARINGS IS BASED ON ASSUMED
 BEARINGS OF N90°00'00"E ALONG THE
 NORTH LINE OF THE NW/4 OF SECTION 8,
 T 18 N, R 14 E, OF THE INDIAN MERIDIAN,
 TULSA COUNTY, STATE OF OKLAHOMA

Note:

THE ADDRESS SHOWN ON THIS PLAT WAS
 PROVIDED BY THE ENGINEERING DEPARTMENT
 OF THE CITY OF BROKEN ARROW AND WAS
 ACCURATE AT THE TIME THE PLAT WAS
 FILED. THE ADDRESS IS SUBJECT TO CHANGE
 AND SHOULD NOT BE RELIED ON IN PLACE
 OF THE LEGAL DESCRIPTION.

PART OF THE NW/4 OF THE NW/4 OF SECTION 8, TOWNSHIP 18 NORTH,
 RANGE 14 EAST, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA



Location Map

SCALE: 1"=2000'

Owner/Developer:

The Independent School District No. 9
 of Tulsa County, Oklahoma
 5656 South 129th East Avenue
 Tulsa, Oklahoma 74134
 Phone: (918) 459-5432

Engineer:

Dewberry Design Group
 Certificate of Authorization No. 12 Exp. June 30, 1999
 1350 South Boulder Ave. Suite 600
 Tulsa, Oklahoma 74119
 Phone: (918) 587-7283

Surveyor:

Sisemore Weisz & Associates, Inc.
 Certificate of Authorization No. 2421 Exp. June 30, 2001
 1602 South Main Street
 Tulsa, Oklahoma 74119
 Phone: (918) 582-2700

APPROVED 2-15-99 by the City
 Council of the City of Broken Arrow,
 Oklahoma.
 James C. Reynolds
 Mayor, James C. Reynolds
 Brenda Ray
 Attest: City Clerk: Brenda Ray

STATE OF OKLAHOMA
 COUNTY OF TULSA
 I, Joan Hastings, Tulsa County Clerk, in and for the
 County and State above named, do hereby certify that
 the forgoing is a true and correct copy of a legal instrument
 now on file in my office.

Dated the day of 19
 Joan Hastings, 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 \$.00
 per trust receipt no. *Stamp* to be applied to 1999 taxes.

This certificate is NOT to be construed as payment of 1999
 taxes in full but is given in order that this plat may be filed on record.
 1999 taxes could exceed the amount of the security deposit.

Dated *June 3* 19 *99*

Dennis Semler
 Tulsa County Treasurer
 by *Stamp*
 Deputy

Union Elementary No. 11 Addition

PART OF THE NW/4 OF THE NW/4 OF SECTION 8, TOWNSHIP 18 NORTH,
RANGE 14 EAST, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

Deed of Dedication

Union Elementary No. 11 Addition

KNOW ALL MEN BY THESE PRESENTS:

THE INDEPENDENT SCHOOL DISTRICT NO. 9 OF TULSA COUNTY, OKLAHOMA, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NW/4 NW/4; THENCE SOUTH 00'00"46" EAST ALONG THE EASTERLY LINE THEREOF FOR 60.00 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND; THENCE CONTINUING SOUTH 00'00"46" EAST ALONG SAID EASTERLY LINE FOR 799.33 FEET; THENCE NORTH 72'33"19" WEST FOR 0.00 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY, SOUTHWESTERLY AND SOUTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 13548'55" FOR 118.52 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 282'12" FOR 37.17 FEET TO A POINT OF TANGENCY; SAID POINT BEING 50.00 FEET WESTERLY OF AS MEASURED PERPENDICULARLY TO THE EASTERLY LINE OF THE NW/4 NW/4 OF SECTION 8; THENCE SOUTH 00'00"46" EAST ALONG SAID TANGENCY PARALLEL WITH SAID EASTERLY LINE FOR 354.41 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID NW/4 NW/4; THENCE NORTH 89'37"19" WEST ALONG SAID SOUTHERLY LINE FOR 493.32 FEET; THENCE NORTH 46'21"19" WEST FOR 86.88 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 335.00 FEET AND A CENTRAL ANGLE OF 750'2"35" FOR 438.77 FEET TO A POINT OF TANGENCY; THENCE NORTH 28'40"37" EAST ALONG SAID TANGENCY FOR 310.12 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY AND NORTHERLY ALONG A CURVE TO LEFT WITH A RADIUS OF 367.49 FEET AND A CENTRAL ANGLE OF 284'0"37" FOR 183.93 FEET; THENCE DUE EAST PARALLEL WITH THE NORTHERLY LINE OF THE NW/4 NW/4 OF SAID SECTION 8 FOR 420.85 FEET TO A POINT 60.00 FEET WESTERLY OF AS MEASURED PERPENDICULARLY TO THE EASTERLY LINE OF SAID NW/4 NW/4; THENCE NORTH 00'00"46" WEST PARALLEL WITH SAID EASTERLY LINE FOR 351.61 FEET TO A POINT THAT IS 60.00 FEET SOUTHERLY OF AS MEASURED PERPENDICULARLY TO THE NORTHERLY LINE OF THE NW/4 NW/4 OF SAID SECTION 8; THENCE DUE EAST PARALLEL WITH SAID NORTHERLY LINE FOR 60.00 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND. THE ABOVE DESCRIBED TRACT CONTAINS 12.888 ACRES,

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "UNION ELEMENTARY NO. 11 ADDITION", 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 STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE FOLLOWING PURPOSES: THE MAINTENANCE, OPERATION, MAINTENANCE, REPAIRING, RELOCATING, 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 WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHTS 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 SERVICE TO THE LOT OWNERS INCLUDED IN THE UNION ELEMENTARY NO. 11 ADDITION. 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 STREETS AND 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 A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED. PROVIDED, HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERMITTED EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS 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.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY 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, 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 INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF LOT 1, BLOCK 1 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 WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS 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 GAS SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF LOT 1, BLOCK 1 SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWER MAINS LOCATED ON LOT 1, BLOCK 1.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE ELEVATIONS IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED.

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

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL 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 EACH LOT AGREES TO BE BOUND HEREBY.

D. STORMWATER DETENTION EASEMENT AND FACILITY (RESERVE "A")

1. A STORMWATER DETENTION FACILITY SHALL BE CONSTRUCTED BY THE OWNER WITHIN THE STORMWATER DETENTION EASEMENT DESIGNATED ON THE PLAT (RESERVE "A"), ACCORDING TO THE SPECIFICATION AND STANDARDS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2. THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF IMPROVEMENTS AND LANDSCAPING WITHIN THE STORMWATER DETENTION EASEMENT AREA DESIGNATED ON THE PLAT.

3. THE STORMWATER DETENTION FACILITY SHALL BE MAINTAINED BY THE OWNER, AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF EROSION, APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SEDIMENTATION, AND THE PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORMWATER DETENTION EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE OWNER AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

A. THE STORMWATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER; AND,

B. THE STORMWATER DETENTION EASEMENT AREA SHALL BE MOVED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING (FOUR) 4 WEEKS.

4. IN THE EVENT THE OWNER FAILS TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORMWATER DETENTION EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER.

5. IN THE EVENT THE OWNER OBLIGATED TO MAINTAIN RESERVE "A", AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO RESERVE "A" AS ABOVE SET FORTH, THE CITY OF BROKEN ARROW, OKLAHOMA MAY FILE OR RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST LOT 1, BLOCK 1. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

E. OVERLAND DRAINAGE EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNER OF LOT 1, BLOCK 1, WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OD/E" OR "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM LOT 1, BLOCK 1 WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE BROKEN ARROW ENGINEERING DEPARTMENT.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE BROKEN ARROW ENGINEERING DEPARTMENT PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE BROKEN ARROW ENGINEERING DEPARTMENT.

4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES LOCATED WITHIN LOT 1, BLOCK 1, SHALL BE MAINTAINED BY THE OWNER OF LOT 1, BLOCK 1, AT THE OWNERS COST, IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN THE ACCOMPANYING PLAT OF LOT 1, BLOCK 1, OVER WHICH AN OVERLAND DRAINAGE EASEMENT IS LOCATED, PROVIDED, HOWEVER, THAT THE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREAS, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR, CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF THE LOT. 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 OR RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OF THE OWNER. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

5. WITHIN AREAS IDENTIFIED AS AN OVERLAND DRAINAGE EASEMENT ("OD/E") AND AS A GENERAL UTILITY EASEMENT ("U/E") THE EASEMENT AREA, MAY BE UTILIZED FOR BOTH DRAINAGE AND GENERAL UTILITY EASEMENT PURPOSES, PROVIDED, HOWEVER, THAT THE GENERAL UTILITY USES AND IMPROVEMENTS SHALL NOT OBSTRUCT OR OTHERWISE INTERFERE WITH OVERLAND FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF. CUSTOMARY UTILITY SERVICE TRANSFORMERS, PEDESTALS AND METERS SHALL NOT BE DEEMED AN OBSTRUCTION.

F. SURFACE DRAINAGE

LOT 1, BLOCK 1, DEPICTED ON THE PLAT OF UNION ELEMENTARY NO. 11 ADDITION, SHALL DRAINE 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 OWNERS OF LOT 1, BLOCK 1 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 LOT 1, BLOCK 1. 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.

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 THE BUTTERNUT PLACE 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 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.

H. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF LOT 1, BLOCK 1 SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

I. STORM SEWER EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "STORM SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING STORM SEWERS, TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, AND OTHER APPURTENANCES THERETO, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND FROM THE EASEMENT.

2. 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 THAT WITHIN THE STORM SEWER EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDINGS, 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 AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

J. LANDSCAPED AREAS

LANDSCAPING OF LOT 1, BLOCK 1, UNION ELEMENTARY NO. 11 ADDITION SHALL BE PROVIDED IN ACCORDANCE WITH BROKEN ARROW ZONING CODE, ARTICLE VIII, SECTION 19, FOR THOSE AREAS OF THE ACCOMPANYING PLAT DESIGNATED AS LANDSCAPE EASEMENT OR "L/E". UPKEEP AND MAINTENANCE OF DESIGNATED LANDSCAPE EASEMENT OR "L/E" AREAS SHALL BE THE RESPONSIBILITY OF THE LOT OWNER OF LOT 1, BLOCK 1, UNION ELEMENTARY NO. 11 ADDITION.

SECTION II. DEVELOPMENT REQUIREMENTS AND RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA; THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. THE DEVELOPMENT OF UNION ELEMENTARY NO. 11 ADDITION SHALL BE SUBJECT TO THE PROVISIONS OF THE BROKEN ARROW ZONING CODE, AS THE SAME EXISTED ON JANUARY 1, 1999 OR AS SUBSEQUENTLY AMENDED AND SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

1. USE OF LAND:

THE USES OF LOT 1, BLOCK 1 SHALL BE LIMITED TO THOSE PERMITTED UNDER ALL APPLICABLE ARTICLES, SECTIONS, OR SUBSECTIONS CONTAINED WITHIN THE BROKEN ARROW ZONING CODE; PROVIDED, HOWEVER, THAT MODIFICATION OF SUCH APPLICABLE REGULATIONS AND STANDARDS MAY BE AMENDED AND APPROVED BY THE APPROPRIATE GOVERNING BODY OR BODIES OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

2. BUILDING SETBACKS:

NO BUILDING SHALL BE LOCATED NEARER TO A PUBLIC STREET THAN THE BUILDING LINES DEPICTED ON THE ACCOMPANYING PLAT; UNLESS AND UNTIL SUCH TIME AS AMENDED AND APPROVED BY THE APPROPRIATE GOVERNING BODY OR BODIES OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

3. BUILDING HEIGHT:

THE HEIGHT OF ALL BUILDINGS & STRUCTURES WITHIN UNION ELEMENTARY NO. 11 ADDITION SHALL NOT EXCEED THIRTY-FIVE (35) FEET MEASURED FROM THE MEAN LOT ELEVATION NOR SHALL EXCEED TWO AND ONE-HALF (2 1/2) STORIES, UNLESS AND UNTIL SUCH TIME AS AMENDED AND APPROVED BY THE APPROPRIATE GOVERNING BODY OR BODIES OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

4. OFF-STREET PARKING:

LOT 1, BLOCK 1, LOCATED WITHIN UNION ELEMENTARY NO. 11 ADDITION SHALL MEET OR EXCEED MINIMUM PARKING REGULATIONS AND STANDARDS LISTED AND DETAILED IN ALL APPLICABLE ARTICLES, SECTIONS, OR SUBSECTIONS CONTAINED WITHIN THE BROKEN ARROW ZONING CODE; PROVIDED, HOWEVER,