



**City of Broken Arrow**  
**Meeting Agenda**  
**Planning Commission**

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

*Chairperson Fred Dorrell*  
*Vice Chair Lee Whelpley*  
*Member Ricky Jones*  
*MemberCarolyn Isbell-Carr*  
*Member Mark Jones*

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**Thursday, April 13, 2017**

**5:00 PM**

**Council Chambers**

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**1. Call To Order**

**2. Roll Call**

**3. Old Business**

**4. Consideration of Consent Agenda**

- A. Approval of Minutes, Planning Commission meeting held March 23, 2017

**Attachments:** [MARCH 23, 2017.pdf](#)

- B. Approval of BAL-2015, J-E-R Lot Split, 1 Lot, 14.02 acres, A-1, southeast corner of Jasper Street and Olive Avenue

**Attachments:** [2-CASE MAP.BAL 2015.CORRECTED](#)  
[3-AERIAL.BAL 2015](#)  
[4-BAL 2015.EXHIBIT PRIOR TO LOT SPLIT](#)  
[5-BAL 2015 TRACTS AFTER THE SPLIT.MARCH 20 2017](#)

- C. Approval of PT15-117A, Conditional Final Plat, Ninety-One Phase I, a re-plat of Crossings at Lynn Lane I, 40 lots, 15.49 acres, A-1 to RS-3, north and east of the northeast corner of Washington Street and 9th Street

**Attachments:** [2-CONDITIONAL FINAL PLAT AS NINETY ONE PH I.pdf](#)  
[3-STAFF APPROVED VERSION OF FINAL PLAT.CROSSINGS AT LL I.pdf](#)  
[4-RECORDED PLAT.CROSSINGS AT LYNN LANE I.pdf](#)

- D. Approval of PT16-113, Conditional Final Plat, Oak Creek South Phase II, 68 lots, 19.13 acres, R-1 to RS-3, one-half mile south of Houston Street, one-quarter mile east of 23rd Street, north of the M.K.&T. Railroad

**Attachments:** [2-CHECKLIST.OAK CREEK SOUTH.DOC](#)  
[3-CONDITIONAL FINAL PLAT.OAK CREEK SOUTH PHASE 2.pdf](#)

- E. Approval of PT17-100, Conditional Final Plat, Kum & Go 1866 Addition, 1 lot, 3.07 acres, A-CG to CG/PUD-94, northeast corner of Omaha Street and Aspen Avenue

**Attachments:**    [2-CHECKLIST.doc](#)  
[3-KUM & GO CONDITIONAL FINAL PLAT.pdf](#)  
[4- KUM & GO 1866 ADDITION SITE PLAN.pdf](#)  
[4-SITE PLAN.KUM & GO.pdf](#)

**5. Consideration of Items Removed from Consent Agenda**

**6. Public Hearings**

- A.                      Public hearing, consideration, and possible action regarding PUD-258 and BAZ-1974, Kenosha Storage, 5.85 acres, A-1 to IL/CG/PUD 256, north and west of the northwest corner of Kenosha Street and Oneta Road
- B.                      Public hearing, consideration, and possible action regarding a proposal to amend Chapter 5, Section 5.9 Telecommunication Towers, of the Broken Arrow Zoning Ordinance.

**Attachments:**    [DRAFT 5.9 zoning code ordinance Cell Tower with changes](#)  
[Current City of Broken Arrow Zoning Ordinance Section 5.9](#)

**7. Appeals**

None

**8. General Commission Business**

None

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

**10. Adjournment**

**NOTICE:**

- 1. ALL MATTERS UNDER “CONSENT” ARE CONSIDERED BY THE PLANNING COMMISSION TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. HOWEVER, ANY CONSENT ITEM CAN BE REMOVED FOR DISCUSSION, UPON REQUEST.**
- 2. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE DEVELOPMENT SERVICES DEPARTMENT AT 918-259-8412, TO MAKE ARRANGEMENTS.**
- 3. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE PLANNING COMMISSION MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.**
- 4. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE PLANNING COMMISSION MEETING.**
- POSTED on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ am/pm.**

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**City Clerk**





# City of Broken Arrow

## Fact Sheet

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**File #:** 17-2030, **Version:** 1

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**Broken Arrow Planning Commission  
04-13-2017**

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

**Title:** Approval of Minutes, Planning Commission meeting held March 23, 2017

**Background:** Minutes recorded for the Broken Arrow Planning Commission meeting.

**Attachments:** Minutes from the March 23, 2017 Planning Commission meeting

**Recommendation:** Approve minutes of Planning Commission meeting held on March 23, 2017, as presented.

**Reviewed By:** Larry R. Curtis

**Approved By:** Michael W. Skates





**City of Broken Arrow**  
**Minutes**  
**Planning Commission**

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

*Chairperson Fred Dorrell*  
*Vice Chair Lee Whelpley*  
*Member Ricky Jones*  
*Member Carlyne Isbell-Carr*  
*Member Mark Jones*

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**Thursday, March 23, 2017**

**5:00 PM**

**Council Chambers**

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**1. Call To Order**

The meeting was called to order at 5:01 p.m. by Chairman, Fred Dorrell.

**2. Roll Call**

**Present**    4 -    Mark Jones, Lee Whelpley, Fred Dorrell, and Ricky Jones

**Absent**     1 -    Carlyne Isbell-Carr

**3. Old Business**

None

**4. Consideration of Consent Agenda**

The Consent Agenda Items were presented by Staff Planner, Amanda Yamaguchi. Fred Dorrell explained the Consent Agenda process and asked if anyone wished to remove any item from Consent for discussion. No one responded.

**A.                    Approval of Minutes, Planning Commission meeting held February 9, 2017**

MOTION: by Ricky Jones to approve Consent Agenda Items A, B, and C, per the Staff report. The motion was seconded by Lee Whelpley.

**Aye:**            4 -    Mark Jones, Lee Whelpley, Fred Dorrell, and Ricky Jones

**Absent:**       1 -    Carlyne Isbell-Carr

**B.                    Approval of Minutes, Planning Commission meeting held March 9, 2017**

MOTION: by Ricky Jones to approve Consent Agenda Items A, B, and C, per the Staff report. The motion was seconded by Lee Whelpley.

**Aye: 4 - Mark Jones, Lee Whelpley, Fred Dorrell, and Ricky Jones**

**Absent: 1 - Carolyn Isbell-Carr**

- C. Approval of BAL-2014CB, Riddle Property, 0.60 acres, 2 Lots, R-2 (Single Family Residential)/PUD 182, one-half mile south of New Orleans Street, one-half mile east of Mingo Road**

MOTION: by Ricky Jones to approve Consent Agenda Items A, B, and C, per the Staff report. The motion was seconded by Lee Whelpley.

**Aye: 4 - Mark Jones, Lee Whelpley, Fred Dorrell, and Ricky Jones**

**Absent: 1 - Carolyn Isbell-Carr**

## **5. Consideration of Items Removed from Consent Agenda**

None

## **6. Public Hearings**

- A. Public hearing, consideration, and possible action regarding PUD-259 and BAZ-1975, Muhich Tract, 71.94 acres, 7 Lots, A-1 to IL/PUD-259, one-half mile east of Evans Road, one-quarter mile south of Kenosha Street**

Plan Development Manager, Larry Curtis presented the background saying, Planned Unit Development (PUD)-259 and BAZ-1975 involve undeveloped and unplatted land located one-half mile east of Evans Road, one-quarter mile south of Kenosha Street. Applicant is proposing to change the zoning on 44.10 acres of this property from A-1 (Agricultural) to IL (Industrial Light) and include the entire 71.94 acres in PUD-259.

Mr. Curtis said BACP-159, a request to change the Comprehensive Plan designation on 50.13 acres from Level 3 to Level 6, was approved by the City Council February 7, 2017. This rezoning request to change the zoning from A-1 to IL is considered to be in conformance with the comprehensive plan when done in conjunction with a PUD. A draft PUD was submitted with BACP-159 for informational purposes. Comments and input, from the City Council and Staff, have been incorporated and formally submitted as PUD-259.

Larry Curtis said, according to the applicant, about halfway between Kenosha Street and the southern boundary of the property associated with PUD-259 and BAZ-1975, is the location of a former landfill, leased by the City of Broken Arrow. In addition, this area was used for strip coal mining operations in the 1920s, 1930s, and later in the 1960s. Environmental impacts to the site and adjacent properties, as a result of the past strip mining operations, include elevated metals concentration in both on and adjacent off-site soils. After mining operations were terminated, the property was utilized as a landfill by the City of Broken Arrow. The landfill was first permitted as a hazardous waste disposal site in February 1973. By June 1973, the landfill permit was converted to a sanitary landfill solid waste disposal site. The landfill was closed on September 15, 1976. According to the applicant, the landfilled area was capped with four to

five feet of clay and silty loam with grass and gravel. The waste material that was deposited is generally five to six feet in thickness and ranges to 11.5 feet in the northwest area of the landfill. This area, as well as the entire site, is regulated by the Department of Environmental Quality (DEQ) and will require approval from DEQ before any development activities occur on the site. These requirements are addressed in PUD-259.

Mr. Curtis said PUD-259 divides the property into seven tracts (Tracts A through G). A cul-de-sac type street is proposed to be constructed in a north/south direction through the center of the property. Tract A, which is located on the southeast corner of Kenosha Street and the proposed street, will be developed in accordance with the development regulations of the CH district except that a 20-foot wide landscape area will be provided along Kenosha Street and freestanding signs will be the same as those on the Tractor Supply property to the west.

Tracts C and F, which are near the center of the property, will be developed in accordance with the development regulations of the IL district except as follows: Approval from DEQ is required prior to any development occurring on the property. Permitted uses are limited to: Mini-Storage, RV Storage, Storage Yard, Office/Warehouse, Warehouse, Utility Facility (Minor), General Industrial Service, and Light Assembly.

Tracts D and E, which are at the south end of the property, along with Tract G, which is located immediately south of Tractor Supply, will be developed in accordance with the development regulations of the IL district except as follows: Permitted uses are limited to: Mini-Storage, RV Storage, Storage Yard, Office/Warehouse, Warehouse, Utility Facility (Minor), General Industrial Service, and Light Assembly. A 30-foot wide landscape buffer will be provided along the south and east boundaries of Tracts D and E. Within this landscape buffer at least one tree per 25 lineal feet will be provided and at least half of the trees will be evergreen.

Larry Curtis continued saying, Tract B, which is the environmentally sensitive parcel next to Kenosha Street, is regulated by DEQ and will require DEQ approval for any development activity on the property. This area will be left in its native state. Fencing and signage requirements have been added to PUD-259, as per City Council comments on the draft PUD submitted with BACP-159.

With PUD-259, the applicant has provided an exhibit titled "Brownfield Program Tract Map". The DEQ Brownfield Program assisted the existing property owner in reviewing the environmental concerns of the subject property. The overall property was divided into four tracts (Tracts 1, 2A, 2, and 3). In 2014, DEQ issued Tracts 1 and 3 a "Certificate of No Action Necessary". Tract 1 is located next to Kenosha Street and Tract 3 is next to the south boundary of BACP 159. The "Certificate of No Action Necessary" for Tracts 1 and 3 also stipulated in the Land Use Restrictions section that: 1) No use of groundwater and no drilling of wells and 2) No residential use of the property. The middle tract (Tract 2) was the subject of an Addendum prepared by Blackshare Environmental Solution on June 15, 2016, declaring that Tract 2 would only be suitable for nonresidential uses based on an environmental review of the site. Tract 2A was designated in the Blackshare report as having "areas of excessive radiation."

In addition to the Blackshare report, the applicant has submitted a radiation survey which was

performed in May 2014 to determine the location of radiation source materials and levels of radiation associated with these locations. Elevated readings were observed in the northeastern corner of the site, which corresponds to Tract 2A of the Blackshare report and Tract B of PUD-259.

As requested by city residents, a meeting with the applicant, city staff, and representatives from Blackshare and DEQ (Department of Environmental Quality) was held on March 7<sup>th</sup> 2017. Questions and concerns from residents, and the City Council raised during the comprehensive plan change (BACP-159) process were discussed and incorporated into the design of the site and PUD-259. The applicant will speak to these concerns during this meeting, tonight.

The surrounding property, on all four sides, is zoned A-1 and to the south BAZ-1658 and BAZ-1640 were approved for RS-3 zoning, subject to platting. It is the recommendation of Staff, that Level 3 designation that is presently on this property allows a wide variety of residential uses as well as office neighborhood; however, with the environmental issues associated with this property, most of the property is not suitable for residential development. Therefore, the Comprehensive Plan needs to be amended.

The IL zoning being contemplated by the applicant is in accordance with the Comprehensive Plan in Level 6, provided it is done as part of a PUD. Based on the Comprehensive Plan, location of the property, the environment issues associated with the property, and the surrounding land uses, Staff recommends that PUD- 259 and BAZ-1975 be approved to change the zoning on the property to IL and PUD-259, subject to the property being platted.

Larry Curtis, said the applicant and Mr. Blackshare and members of DEQ are present and available to answer questions.

Fred Dorrell asked if the applicant would step forward and state their name and address and if they are in agreement with Staff recommendations.

Tim Terral, Tulsa Engineering and Planning, 9820 E. 41st Street, Ste. 106, Tulsa said they are in agreement with Staff recommendations. He said Derek Blackshare and DEQ are available to discuss any environmental concerns.

Derek Blackshare, Blackshare Environmental Services, 5121 S. Wheeling Ave., Tulsa, 74015 said all the property outlined, including Tractor Supply, shown in red on the drawing provided have been analyzed and applied for DEQ Brownsfield no action certificate. Tract 1 and 3 have been issued their no action certificate. Tract 2 proposal is pending DEQ approval now.

Mr. Blackshare said he was asked to discuss Tract 2A, where radiation concerns exist, as well as Tract 2 some the landfill and what is planned for development in regard to structures or anything that might go on Tract 2. Tract 2 was discovered as a part of the site characterization associate with the Brownsfield investigation on the property. The entire site was surveyed. He referenced a graph provided with the Staff report, stating it's a graphical representation of the entire 76 acres. He said the graph shows dark blue, yellow, red, and northeast corner of the property are where elevated radioactive readings where obtained on the survey. The survey was

created on a grid basis and wherever a line is indicated is where survey points were taken. The survey was very thorough, in its investigation and point out “hot spots”, represented by the darker colors on the graph. Areas indicated with blue and green are no concern areas. The areas indicated as red or yellow may have some concern.

Derek Blackshare said the material is a blue/grey, hard material, similar to concrete that consists of uranium and thorine, both radioactive materials. It is unknown how the material got there - it may have been when the area was open access and the material may have been dumped. The material is not naturally occurring. Half-lives of these material are very long and will not go away anytime soon. When looking at radiological concerns there are several factors: the time of exposure and distance from the source must be referenced as ways to protect oneself. He referenced a colored graph, that was provided within the Staff report, saying the line shown in green indicates the radioactive level received with a dental x-ray. He said if someone were exposed to the highest level obtained on this site for one hour they would receive the equivalent radiation of a dental x-ray. He said level 10 is the background dose received from an average individual, nationwide, and this site is half that. A flight from New York to Los Angeles has radiation exposure of 40. He said the take away from this data is that the levels are low. He said he equates the time exposure to a day of sun exposure.

Time is the first thing that can reduce exposure. This site is proposed to isolate, so this portion is not developed, or occupied. The second is distance. Radiation is inversely squared proportionately to the to distance away from the source. If someone were standing on top of a source that reads 100 rads and they move 5 meters away, the dose that person would receive drops to 4. Moving 10 meters away, the dose received drops to one. Fencing and isolation accomplish two things: time exposed and, distance away from the source. He said all this information pertains to Tract 2A, which puts a sufficient buffer around the radiological concerns observed and found during the survey.

Ricky Jones asked if there is an option to dig up the area and move it somewhere else. Mr. Blackshare said it is; however, the material (as it sits now) is regulated as nuclear regulated material and it would be cost prohibitive measure. Moving it requires licensures and there are only a few places in the country that are available for disposal sites. The issue will be evaluated in the future but for now the area is isolated and being left alone.

Ricky Jones asked if a study were done in his own yard if the area would be indicated in the blue area (on the graph), as normal levels. Derek Blackshare said they are referred to as background levels and generally the levels are 14 to 17 microrems per hours (mrems), as represented in the blue and green colors on the graph.

Lee Whelpley said Tract 2A shows areas of red which appears to be dangerous. Derek Blackshare said it is an elevated level and from level standpoint, one-hour exposure to the red area is equivalent to a dental x-ray; that is the dose that would be received from it.

Mark Jones asked how they plan to protect the areas... with a fence and signs. Mr. Blackshare said the area is to be fenced and isolated so people cannot access other than for access for

mowing.

Mark Jones asked what type of fence will be installed. Mr. Blackshare said it will be a 6-foot opaque fence or wood fence with signage.

Larry Curtis said the signage, per the PUD would warn to stay away from the area.

Derek Blackshare said Tracts 1 and 3 have two restrictions on their No Action Certificate: First is no residential use and the second is no water wells. Tract 2 will have the same restrictions plus two others.

Lee Whelpley asked if it is at the surface or below the surface. Mr. Blackshare said generally the material is buried at a level of 6-12 inches below the surface; the studies showed the bulk at 6-12 inches.

Lee Whelpley asked if the area could be covered to minimize the hazard. Derek Blackshare said isolation is the best way. DEQ has prohibition on burying radioactive materials.

Fred Dorrell asked to clarify that this discussion pertains to Tract 2A. Mr. Blackshare said correct.

Michael Skates said originally when this was found there was a fence around it. Councilor Parks inquired about fencing at the Council meeting for the Comp plan change. Mr. Skates asked Mr. Blackshare to discuss the fencing and plans.

Derek Blackshare said, currently, a barbwire fence surrounds Tract 2A which extends a little farther from that tract to keep access limited. A more robust, 6-foot-high fence is proposed for this site to keep people out.

Derek Blackshare asked if any member of DEQ present would like to add anything.

Rita Kottke, Oklahoma Department of Environmental Quality (ODEQ), Site Remediation, 707 N. Robinson, Oklahoma City, OK 73102 said DEQ has not completely determined that they are ok with just providing a fence and leaving it long term. There are several things to do when dealing with radiation, such as disposing of it; however, there must be a site to take it to and the Nuclear Regulatory Commission (NRC) must be involved in that. DEQ is looking at ways to get the area cleaned up. She said disposing of radioactive material is very difficult as there are only a few places in the United States that will take the material and depending on the level, determines where it can go. In addition, those states and the NRC have required licensures. She said the radioactive material will not be at this site forever; however, it takes a very long time to get a site cleaned up.

Lee Whelpley asked if they know the cause. Ms. Kottke said it is hard to say because it is covered; however, DEQ has sampled it. She said the material was probably a dump truck load that was emptied.

Ricky Jones asked what the two materials found were. Rita Kottke said thorine and uranium. She said it is in a mass of other things, but those are the radioactive materials.

Ricky Jones asked if the type of radioactive material could be isolated enough to determine where it came from. Rita Kottke said, with radioactivity, isotopes can be compared to nearby facilities that may have similar wastes; however, they have not been able to pinpoint where it came from. She said DEQ has not done a, "finger print" yet to determine where it came from as it is an expensive process. She said this may be something they will look into later. Ultimately, the best solution would be to find who put the material there and make them clean it up. DEQ has been looking into it, but it is a long process.

Derek Blackshare the next area he has been requested to speak about is Tract 2- the landfill portion of this property and what is proposed for it. He said they are fairly far along for it in the Brownsfield proposal. The Brownsfield process results in a No Action Certificate, with restrictions. Tract 1 & 3 include no residential development and no water wells. Tract 2 will have the same restrictions in addition to two more. One being a Soil and Waste Management Plan. With this plan, if any soil activities dig into the refuse (buried at various depths from two feet to four and five feet) then this soil and management plan prescribes what must be done to address it safely, mainly for utilities or structure development. The second part is a Vapor Mitigation Plan to abate any methane that could be generated from landfill operations or degradations of the materials, that create methane, so they do not cause explosive atmospheres under buildings, structures, inside buildings, etc. This plan is essentially vapor venting. He said the proposal for Tract 2 has been submitted to DEQ and is under review. Once the review is complete, it is anticipated to have the four restrictions as just described, to cover the development regardless of what the development is.

Fred Dorrell opened the public hearing and asked if anyone wished to speak on this item. No one responded. Mr. Dorrell closed the public hearing.

Mark Jones said he has some reservations about the 6-foot high fence. He said any kid can climb over this type of fence. He said it should be addressed in such a manner as to not condemn the entire project, but it needs evaluated with extreme care and planned accordingly. This area has some red, in which extended exposure can harm someone. He said it is also important that they find out who dumped the radioactive material on this site, which is going to be very expensive but the plans for this site are planned for long term.

Lee Whelpley said the fact that this property contains uranium and methane, is concerning. He said he agrees with Mark Jones that the planning of the fence needs to be looked at in more detail.

Mark Jones said the applicant(s) are raising their own red flags, which is prudent, but the Commission has a responsibility to pay attention to this property and not just approve because it is a vacant piece of property. The land was used when it was thought that nothing would ever be there but that landfill. He said he has seen several developments built on landfills that have been

successful, such as golf courses, but this site has uranium. He said he would hate to find out that a kid was on this site and in twenty years develops cancer from it.

Fred Dorrell said he is concerned that a barb wire fence is all that exists today. He said the effort being taken to contain this area is greater than what was. He said he agrees with the previously mentioned concerns.

Mark Jones asked if the Commission can suggest 12 foot or 18-foot-tall fence to limit access. Lee Whelpley said although a taller fence would be intended to keep people out, it entices others to see what is behind it and it not necessarily a deterrent. Mr. Whelpley said he is concerned that currently the site has a barb wire fence only. Mark Jones said the barb wire fence would be replaced with the proposed wood fence as a stop gap until DEQ finds out who dumped the radioactive material or can clean up the area, in the future.

Ricky Jones said he believes industrial zoning is appropriate for this area. If there are flood concerns, we put our faith in the City's storm sewer review process and requirements, DEQ or other applicable authorities to plan accordingly. If there is a radioactive concern, as in this case, we have to trust that the regulatory authorities (state, federal, local or otherwise) that they will require the appropriate steps to be done. He said there will be more approvals as this process moves forward.

Tim Terral, TEP, said DEQ must approved any development, on this site, before anything can go in; therefore, there are a lot of protections built in already. He said they are as concerned as the Planning Commission members and others are. They do not want to hurt anyone. Tract 2A is a concern and looking at the picture with red marks looks bad; however, the levels are equivalent to getting a dental x-ray.

Ricky Jones referenced the chart that shows instant, hour, day, and year. He said the red looks pretty scary.

Derek Blackshare said scales are not same as the map. He said they are two independent drawings. One, represents the total exposure level. He said the bottom of the color map shows the units that were discovered during the survey. The green shown on the map is from 0 to 15 micro roentgens per hour. The blue area shown is 15 to 25 micro roentgens per hour. The yellow goes up to 100 micro roentgens per hour and the magenta goes up to 200 and the top level is 575 micro roentgens per hour. If those numbers are compared with the dose levels - the dose levels are measured in Sieverts per hour, which would go to micro Sieverts. He said the top level of 575 reads at the 5.0 level on the other chart, after an hour of radioactive exposure

Discussion continued.

Lee Whelpley said he would feel more comfortable if the fence were made of cinder blocks. Tim Terral said a cinderblock fence would be more expensive for the developer; however, sees no difference on keeping people out. People can climb a wood fence just as easily as a cinderblock fence. Maintenance of the fence is critical and will have to be maintained by and HOA or other-



it will have to be addressed at the platting phase.

Fred Dorrell asked how they would maintain the growth inside the fence. Tim Terral said he assumes it would be done via a brush hog. Mr. Dorrell said he was concerned if that would be disrupting the material.

Derek Blackshare said DEQ is looking at what can be done inside the fence.

Lee Whelpley said this area is as bad as it is going to get. The problem was worse but it has gone down and continues to.

Michael Skates said he and Larry Curtis met with the residents of Timberbrook subdivision, to the north, last weekend and prior to that he, the Assistant City Manager of Operations, and City Engineer met with the residents to discuss concerns. He said they discussed a variety of issues, including this site. Staff met with the representatives present at this meeting today and discussed many of the issues discussed today, and as a result had Derek Blackshare available to talk today about the radioactive area, landfill, and how to administer utilities and roadway construction and the activities that can take place on or near the landfill portion. One resident is here today. They residents were presented with the drawings shown to the Commission. They were told there was no known leakage coming from the sight. Some of their concerns were looked at by Derek and his team, in the past, and appear to be coming from the previous strip pits and strip mining and not from this location with radioactive material. The City is trying to help the surrounding residents', as well as applicants with information received from the experts to move forward with the project. The City is not a regulatory agency in regards to radioactive material and are leaning heavily on this development team (the Developer, DEQ, TEP, and the Blackshare group) to ensure items are complied with. It is unknown what will be developed on this site yet. Detention will be required; however, it is unknown what size of detention. The City's goal is to make sure nothing leaves this site, in terms of refuse and radioactivity and isolate.

Michael Skates said they are looking at doing a fence with barbed wire on the top portion along with signage. Today is an open farm fence. This tract is also being looked at to determine if platting is needed. For normal type situations, platting would be done with right of way and sidewalk requirements. The City is working with DEQ and TEP to determine what the City's best interest is for Tract 2A that abuts Kenosha Street. No final decision has been made yet for that particular tract.

Conversation continued.

Lee Whelpley asked if this site will be monitored regularly, now that it is known to contain radioactive material. Mr. Whelpley asked if it is required to be monitored every year, to determine if levels go up or down. Michael Skates said the City does not require it. Derek Blackshare said there are no specific plans at the moment for further monitoring of the materi

Rita Kottke said at this point DEQ has not decided exactly what will happen. She said they are consulting with the Nuclear Regulatory Commission. The radioactive levels will not go up.

Radioactive material does not increase, it degrades and has half-lives into other chemicals. She said at this point, there has been no determination on Tract 2 or 2A. If there is a concern regarding monitoring, DEQ will look into it. DEQ believes if access can be controlled and keeps people from standing on the material than it is not a danger to anyone, at the level it is at right now. She said DEQ can consider monitoring the location until the material is cleaned up, as part of their Brownsfield Certificate.

Michael Skates if DEQ has issued a Consent Order. Rita Kottke said there is a Consent Order for this entire site that is still active because they have not satisfied the Consent Order. DEQ is still making determinations.

MOTION by Ricky Jones to approve and PUD-259 and BAZ-1975, Item 6A, per Staff recommendations and subject to any state, local, or federal regulations that may apply to be adhered to as well. The motion was seconded by Mark Jones.

After the vote, Fred Dorrell said this item will be heard by City Council on April 4, 2017, at 6:30 p.m.

**Aye: 4 - Mark Jones, Lee Whelpley, Fred Dorrell, and Ricky Jones**

**Absent: 1 - Carolyn Isbell-Carr**

## **7. Appeals**

None

## **8. General Commission Business**

None

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

Larry Curtis said Staff has been in communication with Administration and the City Attorney's Office regarding updating the Zoning Code, Cell Phones Section 5.9. The City Attorney has requested that we look into updating the code regarding cell phone towers because cell phone technology is constantly

evolving and upgrading and our Ordinance needs to be changed to be in compliance with these changes. The City Council is looking at outside attorneys to assist Staff on updating this and have contracted with a company and are drafting a copy to provide to Staff for the update. The next Planning Commission meeting should have this item on the agenda for review to change this Ordinance.

Ricky Jones asked who the firm being hired is.

Michael Skates said they are looking at the Next Generation of Technology, 5G, a firm out of Minnesota.

## **10. Adjournment**

MOTION by Mark Jones to adjourn at 5:43 p.m. The motion was seconded by Lee Whelpley.

**Aye: 4 - Mark Jones, Lee Whelpley, Fred Dorrell, and Ricky Jones**

**Absent: 1 - Carolyn Isbell-Carr**



# City of Broken Arrow

## Fact Sheet

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**File #:** 17-1994, **Version:** 1

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### Broken Arrow Planning Commission

04-13-2017

**To:** Chairman and Commission Members

**From:** Development Services Department

**Title:** Approval of BAL-2015, J-E-R Lot Split, 1 Lot, 14.02 acres, A-1, southeast corner of Jasper Street and Olive Avenue

#### Background:

**Applicant:** Randall Burnley, J-E-R, LLC

**Owner:** Randall Burnley, J-E-R, LLC

**Developer:** NA

**Surveyor:** Tom Haynes, White Surveying Company

**Location:** Southeast corner of Jasper Street and Olive Avenue

**Size of Tract** 14.02 total acres; Tract 1 - 7.60 acres; Tract 2 - 6.42 acres

**Number of Lots:** 1 (2 proposed)

**Present Zoning:** A-1

**Comp Plan:** Levels 3 (Transition Area) & 4 (Commercial/Employment Nodes)

Lot split request BAL-2015 involves a 14.02-acre parcel located on the southeast corner of Jasper Street and Olive Avenue. The property is zoned A-1 and is unplatted. The property was annexed into the City of Broken Arrow on September 1, 2015 with Ordinance number 3363.

Tract 2, the north parcel on the corner of Jasper Street and Olive Avenue, was approved for rezoning from A-1 (Agriculture) to CN (Commercial Neighborhood) by the City Council on October 20, 2015 as, BAZ-1944. The property has not been platted and the zoning remains A-1.

Applicant is proposing to split the lot into two tracts. Tract 1, the south parcel, contains 7.60 acres; Tract 2, the south parcel, has 6.42 acres and an existing single-family structure. The proposed lot split meets the minimum lot size and frontage requirements of the A-1 district.

Right-of-way and utility easements have been dedicated along the south side of Jasper street and along the west side of Olive Avenue as required by the Broken Arrow subdivision regulations. These dedications were accepted by the City Council April 4<sup>th</sup>, 2017.

According to FEMA maps, none of this property is located within the 100-year floodplain. Oklahoma Natural Gas (ONG), Public Service Company of Oklahoma (PSO), Cox Communications, and Windstream have indicated that they do not have any problems with the proposed lot split.

**Attachments:** Case map  
Aerial  
Lot Split Exhibits and Legal Descriptions

**Recommendation:**

Staff recommends BAL-2015 be approved, subject to warranty deeds for both parcels being brought simultaneously to the Plan Development Division to be stamped prior to being recorded in Tulsa County.

**Reviewed By:** Larry R. Curtis

**Approved By:** Michael W. Skates

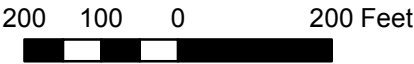
**LRC:** ALY







BAL 2015  
J-E-R Lot Split

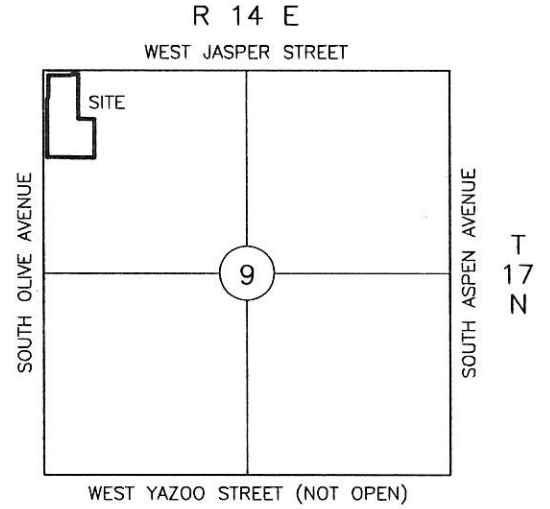
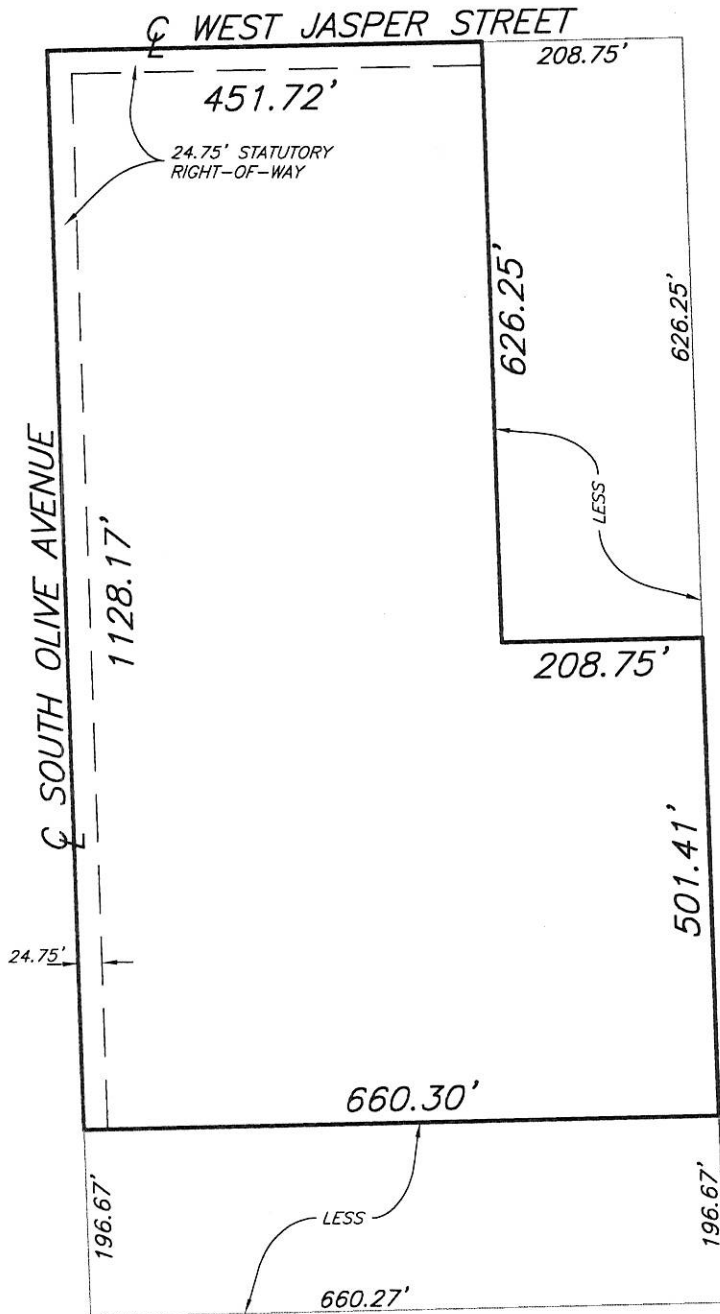






1"=200'

**EXHIBIT**  
**W/2 NW/4 NW/4**  
**Section 9, T-17-N, R-14-E**  
**City of Broken Arrow,**  
**Tulsa county, Oklahoma**



**LEGAL DESCRIPTION**

THE W/2 OF THE NW/4 OF THE NW/4, LESS AND EXCEPT THE EAST 208.75 FEET OF THE NORTH 626.75 FEET OF SAID W/2 OF THE NW/4 OF THE NW/4 AND LESS THE SOUTH 196.67 FEET OF SAID W/2 OF THE OF THE NW/4 OF THE NW/4 ALL IN SECTION 9, TOWNSHIP 17 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.









# City of Broken Arrow

## Fact Sheet

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**File #: 17-2007, Version: 1**

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### Broken Arrow Planning Commission

04-13-2017

**To:** Chairman and Commission Members

**From:** Development Services Department

**Title:**

**Approval of PT15-117A, Conditional Final Plat, Ninety-One Phase I, a re-plat of Crossings at Lynn Lane I, 40 lots, 15.49 acres, A-1 to RS-3, north and east of the northeast corner of Washington Street and 9<sup>th</sup> Street**

**Background:**

**Applicant:** Kyle Sewell, Crafton Tull

**Owner:** Don and Mary Couch

**Developer:** Rauch Coleman

**Engineer:** Crafton Tull

**Location:** North and east of the northeast corner of Washington Street and 9th Street

**Size of Tract** 15.49 acres

**Number of Lots:** 40

**Present Zoning:** A-1

**Proposed Zoning:** RS-3

**Comp Plan:** Levels 2, 3, and 6 to Level 2 (BACP-147)

The conditional final plat of Ninety-One Phase I contains 15.49 acres located north and east of the northeast corner of Washington Street and 9th Street. This is a re-plat of Crossings at Lynn Lane, which was recorded in Tulsa County September 27, 2016. This re-plat is being done to accommodate a name change on the recorded plat from, Crossings at Lynn Lane I to Ninety-One Phase I and to add lot dimensions that were inadvertently left off of the Crossings at Lynn Lane recorded plat. With the exception of the name change, this plat shall remain the same as the Final Plat (as Crossings at Lynn Lane I) previously approved by Staff on August 11, 2016.

**Attachments:** PT15-117A Conditional final plat & covenants, Ninety One PH I  
Approved Final Plat, Crossings at Lynn Lane I  
Recorded Plat, Crossings at Lynn Lane I

**Recommendation:** Staff recommends PT15-117A, conditional final plat for Ninety-One Phase I be approved as presented.

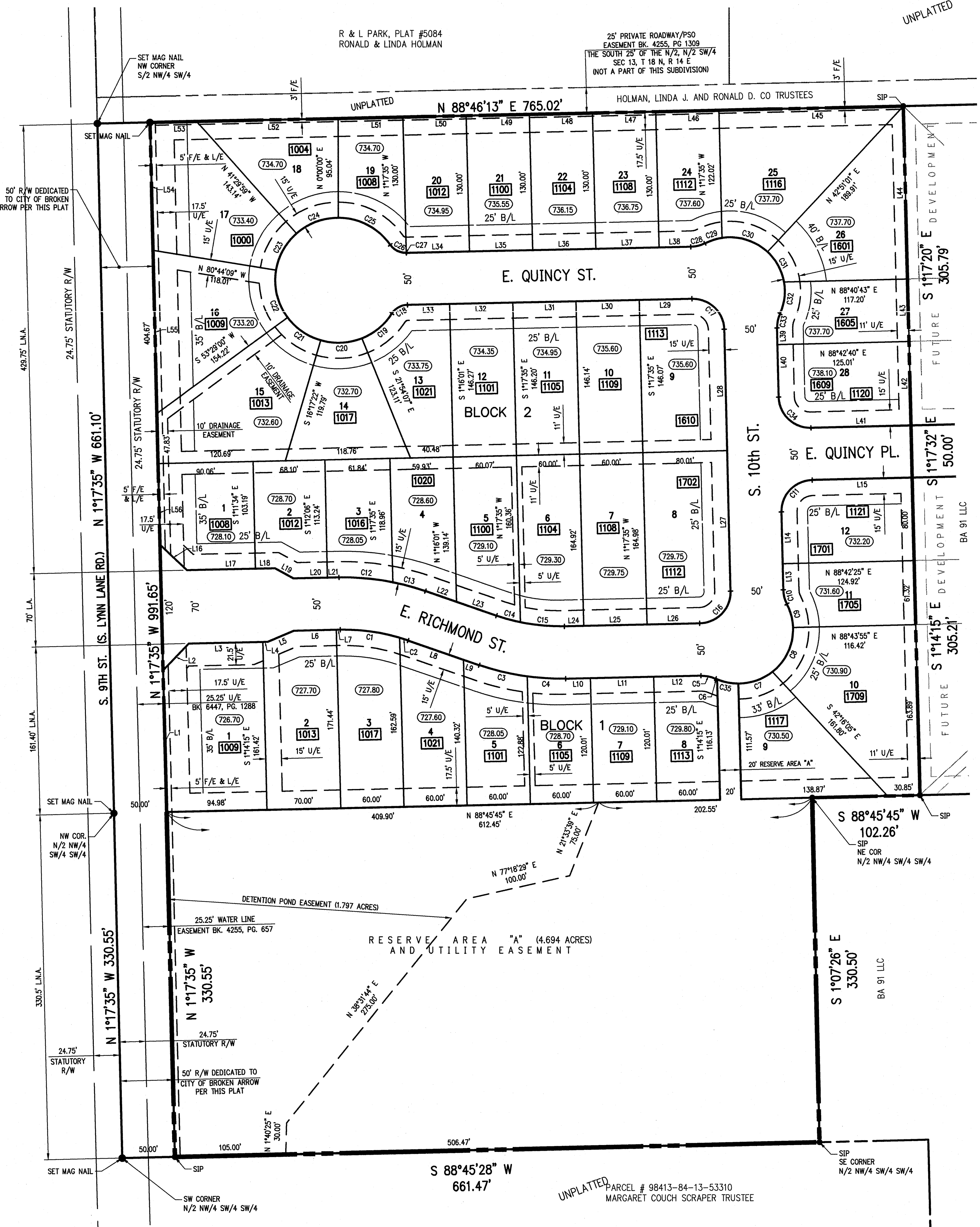
**Reviewed By:** Larry R. Curtis

**Approved By: Michael W. Skates**

LRC: ALY

NINETY ONE - PHASE 1

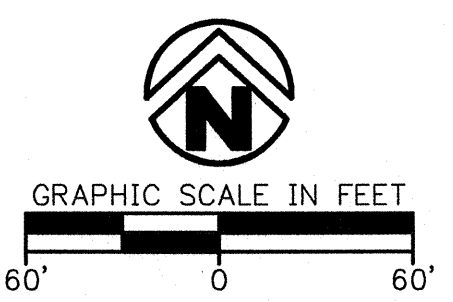
A REPLAT OF "CROSSINGS AT LYNN LANE 1" AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA A PART OF THE SW/4, SECTION 13, T-18-N, R-14-E



BASIS OF BEARING  
THE WEST LINE OF SW/4  
N 01°17'35" W

BENCHMARK  
BA 26  
OKLAHOMA NORTH ZONE 3501  
HORIZONTAL DATUM NAD 83 (1993)  
NORTHING: 383229.887  
EASTING: 2630291.884  
VERTICAL DATUM NAVD 1988  
ELEV. 670.307  
DESCRIPTION OF BENCHMARK  
5/8" REBAR - 1 1/2" ALUMINUM  
CAP - FLUSH - STAMPED "B428", SET  
S.E. OF 91ST ST, AND 193RD E. AVE.

CURRENT OWNER:  
BA 91 LLC  
4058 N. COLLEGE, SUITE 300, BOX 9  
FAYETTEVILLE, AR 72703  
ENGINEER/SURVEYOR:  
CRAFTON TULL  
220 E. 8th ST.  
TULSA, OK 74119  
PH: 918.584.0347  
CERTIFICATION OF AUTHORIZATION:  
CA 973 (PE/LS) EXPIRES 6/30/2018



SITE INFORMATION:  
ADDRESS 91st St S & LYNN LANE  
ZONING RS-3  
LOTS 40  
BLOCKS 2  
AREA PHASE 1 15.493 ACRES  
RESERVE AREA "A" 4.694 ACRES  
WATER SUPPLY AND SAN. SEWER CITY OF BROKEN ARROW  
MINIMUM LOT SF (EA) 7000  
FRONT BUILDING SETBACK 25 FT MIN.  
REAR BUILDING SETBACK 20 FT MIN.  
BUILDING SETBACK ALONG S. 9th ST. 35 FT MIN.  
SIDE SETBACKS 5 FT MIN.  
FRONT LOT UTILITY ESMT 15 FT  
REAR LOT UTILITY ESMT 11 FT  
PROPERTY PERIMETER ESMT 17.5 FT

SLOPE ANALYSIS: ALL LOTS ARE IN COMPLIANCE (1:1) FOR EACH LOT

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	136.43'	N 1°17'35" W
L2	35.34'	N 43°44'19" E
L3	70.14'	N 88°46'13" E
L4	4.60'	N 88°46'13" E
L5	26.99'	N 66°59'00" E
L6	40.33'	N 88°45'45" E
L7	3.76'	N 88°45'45" E
L8	55.60'	S 70°42'34" E
L9	15.73'	S 70°42'34" E
L10	23.56'	N 88°45'45" E
L11	60.00'	N 88°45'45" E
L12	44.83'	N 88°45'45" E
L13	25.01'	N 1°17'37" W
L14	50.00'	N 1°17'37" W
L15	95.00'	N 88°42'25" E
L16	35.37'	S 46°15'41" E
L17	64.88'	N 88°46'13" E
L18	18.55'	N 88°46'13" E
L19	19.97'	S 61°13'47" E
L20	32.27'	N 88°45'45" E
L21	10.98'	N 88°45'45" E
L22	31.21'	S 70°42'34" E
L23	40.12'	S 70°42'34" E
L24	18.41'	N 88°45'45" E
L25	60.00'	N 88°45'45" E
L26	49.98'	N 88°45'45" E
L27	135.01'	N 1°17'37" W
L28	116.02'	N 1°17'37" W
L29	50.04'	S 88°46'13" W

LINE TABLE

LINE #	LENGTH	DIRECTION
L30	60.00'	S 88°46'13" W
L31	60.00'	S 88°46'13" W
L32	60.00'	S 88°46'13" W
L33	39.95'	S 88°46'13" W
L34	59.90'	N 88°46'13" E
L35	60.00'	N 88°46'13" E
L36	60.00'	N 88°46'13" E
L37	60.00'	N 88°46'13" E
L38	30.09'	N 88°46'13" E
L39	16.00'	S 1°17'37" E
L40	50.01'	S 1°17'37" E
L41	95.00'	N 88°42'25" E
L42	80.00'	N 1°17'20" W
L43	60.07'	N 1°17'20" W
L44	165.73'	N 1°17'20" W
L45	175.02'	S 88°46'13" W
L46	60.00'	S 88°46'13" W
L47	60.00'	S 88°46'13" W
L48	60.00'	S 88°46'13" W
L49	60.00'	S 88°46'13" W
L50	60.00'	S 88°46'13" W
L51	61.50'	S 88°46'13" W
L52	134.64'	S 88°46'13" W
L53	43.86'	S 88°46'13" W
L54	122.58'	S 1°17'35" E
L55	156.17'	S 1°17'35" E
L56	78.09'	S 1°17'35" E

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

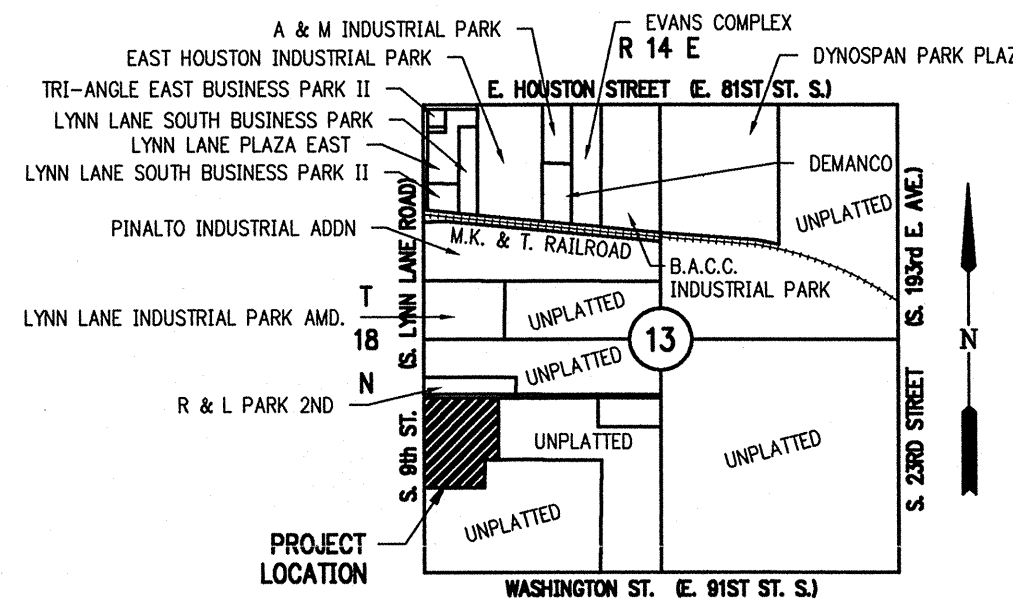
FLOODPLAIN REFERENCE  
FIRM PANEL NO. 40143C0392KL DATED AUGUST 3, 2009 CLASSIFIES THE PROPERTY DESCRIBED HEREON AS ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.  
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.

PROPERTY DESCRIPTION

ALL THAT PART OF THE SW/4 OF SECTION THIRTEEN (13), 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, MORE PARTICULARLY DESCRIBED AT FOLLOWS:  
BEGINNING AT THE NW CORNER OF THE S/2 NW/4 SW/4 OF SAID SECTION THENCE N 88°46'13" E ALONG THE NORTH LINE OF THE S/2 NW/4 SW/4 A DISTANCE OF 765.02 FEET; THENCE S 1°17'20" E A DISTANCE OF 305.79 FEET; THENCE S 1°17'32" E A DISTANCE OF 50.00 FEET; THENCE S 1°14'15" E A DISTANCE OF 305.21 FEET; THENCE S 88°45'45" W A DISTANCE OF 102.26 FEET TO THE NE CORNER OF THE N/2 NW/4 SW/4 OF SAID SECTION; THENCE S 1°07'28" E A DISTANCE OF 330.50 FEET TO THE SE CORNER OF THE N/2 NW/4 SW/4 OF SAID SECTION; THENCE S 88°45'28" W A DISTANCE OF 661.47 FEET TO THE SW CORNER N/2 NW/4 SW/4 OF SAID SECTION; THENCE N 1°17'35" W ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 330.55 FEET TO THE NW CORNER OF THE N/2 NW/4 SW/4 OF SAID SECTION; THENCE CONTINUING ALONG THE WEST LINE OF SAID SECTION N 1°17'35" W A DISTANCE OF 661.10 FEET TO THE NW CORNER S/2 NW/4 SW/4 OF SAID SECTION AND THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 50' FOR ROADWAY DEDICATION, CONTAINING 15.493 ACRES MORE OR LESS.

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	57.16	183.00	17°53'50"	S 82°17'20" E	56.93
C2	8.40	183.00	2°37'51"	S 72°01'30" E	8.40
C3	46.89	233.00	11°31'48"	S 76°28'28" E	46.81
C4	36.59	233.00	8°59'52"	S 86°44'19" E	36.55
C5	14.11	31.00	26°04'33"	S 78°11'58" E	13.99
C6	1.71	52.00	1°53'03"	S 66°06'13" E	1.71
C7	34.95	52.00	38°30'33"	N 70°57'02" E	34.30
C8	48.31	52.00	53°14'02"	N 25°04'44" E	46.59
C9	23.44	52.00	25°49'52"	N 14°27'13" W	23.25
C10	14.11	31.00	26°04'32"	N 14°19'53" W	13.99
C11	47.12	30.00	90°00'05"	N 43°42'26" E	42.43
C12	51.46	233.00	12°39'16"	S 84°54'37" E	51.36
C13	32.02	233.00	7°52'25"	S 74°38'47" E	31.99
C14	23.60	183.00	7°23'24"	S 74°24'16" E	23.59
C15	41.96	183.00	13°08'17"	S 84°40'06" E	41.87
C16	47.15	30.00	90°03'22"	N 43°44'04" E	42.45
C17	47.09	30.00	89°58'11"	N 46°15'42" W	42.40
C18	17.77	18.00	56°33'40"	S 60°28'23" W	17.06
C19	37.56	60.00	35°52'05"	S 50°09'50" W	36.95
C20	39.99	60.00	38°11'29"	S 87°11'37" W	39.26
C21	38.95	60.00	37°11'38"	N 55°06'49" W	38.27
C22	47.94	60.00	45°46'51"	N 13°37'35" W	46.68
C23	41.09	60.00	39°14'10"	N 28°52'56" E	40.29
C24	43.46	60.00	41°29'59"	N 69°15'00" E	42.51
C25	57.93	60.00	55°18'55"	S 62°20'33" E	55.70
C26	17.66	18.00	56°12'46"	S 62°47'28" E	16.96
C27	0.10	18.00	0°19'56"	N 88°56'11" E	0.10
C28	14.05	31.00	25°57'51"	N 75°47'17" E	13.93
C29	17.11	52.00	18°51'19"	N 72°14'02" E	17.04
C30	46.89	52.00	51°26'25"	S 72°37'06" E	45.13
C31	33.71	52.00	37°08'28"	S 28°19'40" E	33.12
C32	31.25	52.00	34°25'38"	S 7°27'24" W	30.78
C33	14.06	31.00	25°58'38"	S 11°41'43" W	13.94
C34	47.12	30.00	90°00'08"	S 46°17'40" E	42.43
C35	20.65	52.00	22°44'57"	S 78°25'13" E	20.51



LEGEND

- SYMBOLS
- SIP • SET 3/8" IRON PIN YELLOW CAP STAMPED "CTA CA 973"
  - FIP • FOUND IRON PIN
  - MAG NAIL
  - U/E UTILITY EASEMENT
  - F/E & L/E FENCE EASEMENT AND LANDSCAPE EASEMENT
  - T.A.E. TEMPORARY ACCESS EASEMENT
  - B/L BUILDING LINE SETBACK
  - L.A. LIMITS OF ACCESS
  - L.N.A. LIMITS OF NO ACCESS
  - R/W RIGHT OF WAY
  - (737.70) BUILDING PAD ELEVATION
  - (1113) STREET ADDRESS

LINEWORK LEGEND

- RIGHT OF WAY LINE (R/W)
- EASEMENT
- SECTION LINE
- PERIMETER PROPERTY LINE
- LOT LINE
- BUILDING SET BACK

APPROVED \_\_\_\_\_ by the City Council of the City of Broken Arrow, Oklahoma  
Mayor  
Attest: City Clerk



# NINETY ONE - PHASE 1

A REPLAT OF "CROSSINGS AT LYNN LANE 1" AN ADDITION TO  
THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA  
A PART OF THE SW/4, SECTION 13, T-18-N, R-14-E

NINETY ONE – PHASE 1

DEED OF DEDICATION

## PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS--OF--WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED AND 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.

## SECTION I. STREETS AND UTILITIES

### WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.
- WITHIN THE UTILITY EASEMENT, AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND.

### PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOTS SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON THE LOT, IN THE EVENT THAT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, NATURAL GAS, CABLE TELEVISION OR TELEPHONE SERVICE.

### CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED BY THE CITY UNTIL AFTER COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY. ANY AND ALL CONSTRUCTION PURSUANT TO SUCH A BUILDING PERMIT BUT PRIOR TO THE CITY'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT WILL BE AT THE CONTRACTOR/BUILDER-INVESTOR'S OWN RISK.

### UTILITY EASEMENT DEDICATION

THE DEDICATION OF STREET RIGHTS OF WAY AND UTILITY EASEMENTS TO THE PUBLIC, CONTAINED IN THIS SECTION, SHALL NOT TAKE EFFECT UNTIL THE FILING BY THE CITY OF BROKEN ARROW, OKLAHOMA IN THE TULSA COUNTY CLERK'S OFFICE OF A SEPARATE INSTRUMENT ENTITLED "FORMAL ACCEPTANCE" OR SIMILAR WORDING, FORMALLY ACCEPTING THE DEDICATIONS AND INFRASTRUCTURE. HOWEVER, THE RIGHTS AND USES OUTLINED HEREIN NECESSARY FOR THE INSTALLATION BY PRIVATE UTILITIES OF THEIR FACILITIES, I.E., ELECTRIC, GAS, TELEPHONE AND COMMUNICATION, ET. AL., EXCLUSIVE OF THOSE OWNED BY THE CITY OF BROKEN ARROW, SHALL BE IN EFFECT TO ALLOW ACCESS FOR SURVEYING, EXCAVATING FOR, CONSTRUCTION, OPERATING, AND MAINTAINING SUCH FACILITIES UNTIL THE CITY FILES ITS FORMAL ACCEPTANCE AND THESE RIGHTS AND USES ARE ASSUMED BY THE PUBLIC DEDICATION.

### UNDERGROUND SERVICE

- OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER BOUNDARIES OF THE SUBDIVISION, AS NECESSARY, IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT.
- ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
- 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.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
- THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC UTILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

### GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

### SIDEWALKS

- SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA STANDARDS.
- THE DEVELOPER IS RESPONSIBLE FOR CONSTRUCTING THE SIDEWALK ALONG ALL ARTERIAL STREETS AND ALONG THE RESERVE AREAS ADJACENT TO A STREET.

### DETENTION EASEMENT

- STORMWATER DETENTION FOR NINETY ONE – PHASE 1 IS PROVIDED ONSITE, IN RESERVE AREA A.
- DETENTION, AND OTHER DRAINAGE FACILITIES WITHIN THE DETENTION EASEMENT, SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTION AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA, WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
  - THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
  - THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
- IN THE EVENT THAT THE HOMEOWNERS' ASSOCIATION DOES NOT PROPERLY MAINTAIN THE POND IN ACCORDANCE WITH CITY OF BROKEN ARROW STANDARDS, THE CITY OF BROKEN ARROW WILL HAVE THE ABILITY TO RECOVER COSTS FROM THE HOMEOWNERS' ASSOCIATION TO ADDRESS THE DEFICIENCY.

## SECTION II. HOMEOWNERS' ASSOCIATION

### A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS' ASSOCIATION (HOA) FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, AND SCREENING FENCES AND LANDSCAPE AREAS ALONG ARTERIALS AND THE NORTH BOUNDARY, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE LOTS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS ADJOINING THE SUBDIVISION AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION. NINETY ONE – PHASE 1, AS WELL AS FUTURE PHASES OF NINETY ONE WILL BE UNDER THE JURISDICTION OF THE ONE HOMEOWNERS' ASSOCIATION.

### B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF A FEE INTEREST IN A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO, AND SHALL NOT BE SEPARATED FROM, THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

### C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREA OWNED OR MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. AS ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

### D. MAINTENANCE OF COMMON AREAS

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 6' FENCE AND THE 5' FENCE AND LANDSCAPE EDGE AT THE FRONT OF 9th ST LYNN LANE.

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RESERVE AREAS.

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 8' FENCE AND THE 3' FENCE EASEMENT ALONG THE NORTH BOUNDARY.

## SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION AND SEVERABILITY

### A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND. THE SAME SHALL BE BINDING UPON ALL OWNERS OF PROPERTY IN THE SUBDIVISION. WITHIN THE PROVISIONS OF SECTION I, STREETS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITH SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

### B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2040, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS.

### C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITH SECTION I, STREETS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME, WHETHER PRIOR TO OR AFTER JANUARY 1, 2040, BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATION OF THE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK.

### D. SEVERABILITY

INVALIDATION OF ANY RESTRICTIONS SET FORTH HEREIN, OR ANY PART OF, BY AND ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

## OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THE PRESENTS:

BA 91 LLC, HEREINAFTER CALLED "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN TULSA COUNTY, OKLAHOMA, TO-WIT:

### LEGAL DESCRIPTION

ALL THAT PART OF THE SW/4 OF SECTION THIRTEEN (13), 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, MORE PARTICULARLY DESCRIBED AT FOLLOWS:

BEGINNING AT THE NW CORNER OF THE S/2 NW/4 SW/4 OF SAID SECTION THENCE N 88°46'13" E ALONG THE NORTH LINE OF THE S/2 NW/4 SW/4 A DISTANCE OF 765.02 FEET; THENCE S 1°17'20" E A DISTANCE OF 305.79 FEET; THENCE S 1°17'32" E A DISTANCE OF 50.00 FEET; THENCE S 1°14'15" E A DISTANCE OF 305.21 FEET; THENCE S 88°45'45" W A DISTANCE OF 102.26 FEET TO THE NE CORNER OF THE N/2 NW/4 SW/4 SW/4 OF SAID SECTION; THENCE S 1°07'26" E A DISTANCE OF 330.50 FEET TO THE SE CORNER OF THE N/2 NW/4 SW/4 SW/4 OF SAID SECTION SECTION; THENCE S 88°45'28" W A DISTANCE OF 661.47 FEET TO THE SW CORNER N/2 NW/4 SW/4 SW/4 OF SAID SECTION; THENCE N 1°17'35" W ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 330.55 FEET TO THE NW CORNER OF THE N/2 NW/4 SW/4 SW/4; THENCE CONTINUING ALONG THE WEST LINE OF SAID SECTION N 1°17'35" W A DISTANCE OF 661.10 FEET TO THE NW CORNER S/2 NW/4 SW/4 OF SAID SECTION AND THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 50' FOR ROADWAY DEDICATION, CONTAINING 15.493 ACRES MORE OR LESS.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO 40 LOTS IN TWO (2) BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "NINETY ONE – PHASE 1", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAVE CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017,

BA 91 LLC

BY \_\_\_\_\_  
DAVID C. FRYE, MANAGER

## NOTARY PUBLIC

STATE OF ARKANSAS )  
 ) SS:  
WASHINGTON COUNTY )

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017, PERSONALLY APPEARED \_\_\_\_\_ OWNER/DEVELOPER OF NINETY ONE – PHASE 1, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGING MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

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

MY COMMISSION NUMBER: \_\_\_\_\_

NOTARY PUBLIC

## SURVEYOR'S CERTIFICATE

I, A.B. WATSON, JR., A LICENSED 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 "NINETY ONE – PHASE 1", 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.

*A.B. Watson Jr.* 3/28/2017  
A.B. WATSON, JR. OK. PLS 1057 DATE:



## NOTARY PUBLIC

STATE OF OKLAHOMA )  
 ) SS:  
TULSA COUNTY )

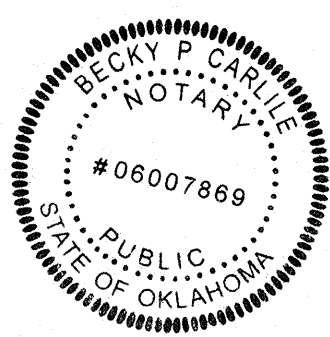
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 28 DAY OF March, 2017, PERSONALLY APPEARED A.B. WATSON, JR., SURVEYOR OF NINETY ONE – PHASE 1, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: 08/11/2018

MY COMMISSION NUMBER: 06001869

*Bret A. Auble*  
NOTARY PUBLIC



APPROVED \_\_\_\_\_ BY THE CITY COUNCIL  
OF THE CITY OF BROKEN ARROW, OKLAHOMA  
MAYOR \_\_\_\_\_  
ATTEST: CITY CLERK \_\_\_\_\_

DETENTION DETERMINATION  
NUMBER: DD-42116-06

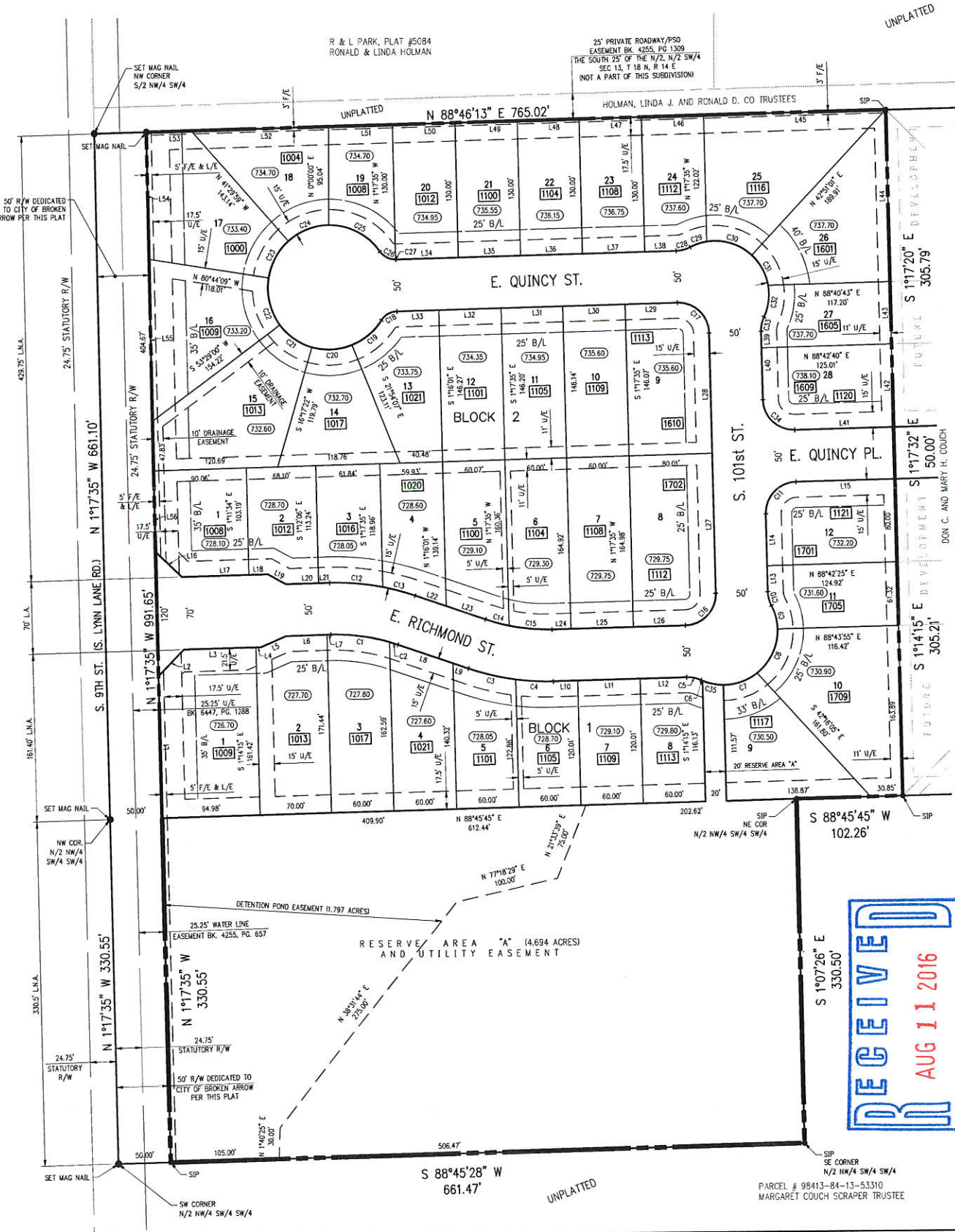
CASE NO. PT15-117

SHEET 2 OF 2



# CROSSINGS AT LYNN LANE 1

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA  
A PART OF THE SW/4, SECTION 13, T-18-N, R-14-E



## BASIS OF BEARING

THE WEST LINE OF SW/4  
N 01°17'35" W

## BENCHMARK

BA 28  
OKLAHOMA NORTH ZONE 3501  
HORIZONTAL DATUM NAD 83 (1993)  
NORTHING: 383229.887  
EASTING: 2630291.884  
VERTICAL DATUM NAVD 1988  
ELEV. 670.307  
DESCRIPTION OF BENCHMARK  
5/8" REBAR - 1 1/2" ALUMINUM  
CAP - FLUSH-STAMPED "BA28", SET  
S.E. OF 91ST ST. AND 193RD E. AVE..

CURRENT OWNER:  
DON & MARY COUCH  
56 LAKEVIEW CIRCLE  
LAWTON, OK 73507  
PH 580.695.1825  
  
ENGINEER/SURVEYOR:  
CRAFTON TULL  
220 E. 8th ST.  
TULSA, OK 74119  
PH 918.584.0347  
CERTIFICATION OF AUTHORIZATION:  
CA 973 (P/LS) EXPIRES 6/30/2018



## SITE INFORMATION:

ADDRESS 91st ST S & LYNN LANE  
ZONING RS-3  
LOTS 40  
BLOCKS 2  
AREA 15.493 ACRES  
RESERVE CITY OF BROKEN ARROW  
WATER SUPPLY AND SAN. SEWER 7000  
MINIMUM LOT SF (EA) 25 FT MIN.  
FRONT BUILDING SETBACK 20 FT MIN.  
REAR BUILDING SETBACK 35 FT MIN.  
BUILDING SETBACK ALONG S. 9th ST. 5 FT MIN.  
SIDE SETBACKS 15 FT  
FRONT LOT UTILITY ESMT 11 FT  
REAR LOT UTILITY ESMT 17.5 FT  
PROPERTY PERIMETER ESMT

SLOPE ANALYSIS: ALL LOTS ARE IN COMPLIANCE  
(1:1) FOR EACH LOT

## LINE TABLE

LINE #	LENGTH	DIRECTION
L1	136.43'	N 1°17'35" W
L2	35.34'	N 43°44'19" E
L3	70.14'	N 88°46'13" E
L4	4.60'	N 88°46'13" E
L5	26.99'	N 66°59'00" E
L6	40.33'	N 88°45'45" E
L7	3.76'	N 88°45'45" E
L8	55.60'	S 70°42'34" E
L9	15.73'	S 70°42'34" E
L10	23.56'	N 88°45'45" E
L11	60.00'	N 88°45'45" E
L12	44.83'	N 88°45'45" E
L13	25.01'	N 1°17'37" W
L14	50.00'	N 1°17'37" W
L15	95.00'	N 88°42'25" E
L16	35.37'	S 46°15'41" E
L17	64.88'	N 88°46'13" E
L18	18.55'	N 88°46'13" E
L19	19.97'	S 61°13'47" E
L20	32.27'	N 88°45'45" E
L21	10.98'	N 88°45'45" E
L22	31.21'	S 70°42'34" E
L23	40.12'	S 70°42'34" E
L24	18.41'	N 88°45'45" E
L25	60.00'	N 88°45'45" E
L26	49.98'	N 88°45'45" E
L27	135.01'	N 1°17'37" W
L28	116.02'	N 1°17'37" W
L29	50.04'	S 88°46'13" W

## LINE TABLE

LINE #	LENGTH	DIRECTION
L30	60.00'	S 88°46'13" W
L31	60.00'	S 88°46'13" W
L32	60.00'	S 88°46'13" W
L33	39.95'	S 88°46'13" W
L34	59.90'	N 88°46'13" E
L35	60.00'	N 88°46'13" E
L36	60.00'	N 88°46'13" E
L37	60.00'	N 88°46'13" E
L38	30.08'	N 88°46'13" E
L39	16.00'	S 1°17'37" E
L40	50.01'	S 1°17'37" E
L41	95.00'	N 88°42'25" E
L42	80.00'	N 1°17'20" W
L43	60.07'	N 1°17'20" W
L44	165.73'	N 1°17'20" W
L45	175.02'	S 88°46'13" W
L46	60.00'	S 88°46'13" W
L47	60.00'	S 88°46'13" W
L48	60.00'	S 88°46'13" W
L49	60.00'	S 88°46'13" W
L50	60.00'	S 88°46'13" W
L51	61.50'	S 88°46'13" W
L52	134.64'	S 88°46'13" W
L53	43.86'	S 88°46'13" W
L54	122.58'	S 1°17'35" E
L55	156.17'	S 1°17'35" E
L56	78.09'	S 1°17'35" E

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

## FLOODPLAIN REFERENCE

FIRM PANEL NO. 40143C0392KL DATED AUGUST 3, 2009  
CLASSIFIES THE PROPERTY DESCRIBED HEREON AS ZONE "X",  
AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL  
CHANCE FLOODPLAIN.

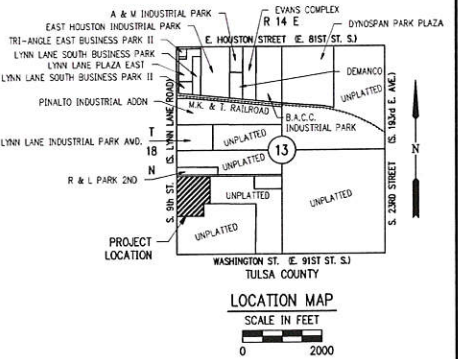
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS  
SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF  
THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT  
DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE  
PROBABILITY OF FLOODING.

## PROPERTY DESCRIPTION

ALL THAT PART OF THE SW/4 OF SECTION THIRTEEN (13), 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, MORE PARTICULARLY DESCRIBED AT FOLLOWS:  
BEGINNING AT THE NW CORNER OF THE S/2 NW/4 SW/4 OF SAID SECTION  
THENCE N 88°46'13" E ALONG THE NORTH LINE OF THE S/2 NW/4 SW/4 A  
DISTANCE OF 765.02 FEET; THENCE S 1°17'20" E A DISTANCE OF 305.79 FEET;  
THENCE S 1°17'32" E A DISTANCE OF 50.00 FEET; THENCE S 1°14'15" E A  
DISTANCE OF 305.21 FEET THENCE S 88°45'45" W A DISTANCE OF 102.26 FEET  
TO THE NE CORNER OF THE N/2 NW/4 SW/4 OF SAID SECTION; THENCE  
S 1°07'28" E A DISTANCE OF 330.50 FEET TO THE SE CORNER OF THE N/2  
NW/4 SW/4 OF SAID SECTION; THENCE S 88°45'28" W A  
DISTANCE OF 661.47 FEET TO THE NW CORNER N/2 NW/4 SW/4 OF SAID  
SECTION; THENCE N 1°17'35" W ALONG THE WEST LINE OF SAID SECTION A  
DISTANCE OF 330.55 FEET TO THE NW CORNER OF THE N/2 NW/4 SW/4 SW/4;  
THENCE CONTINUING ALONG THE WEST LINE OF SAID SECTION N 1°17'35" W A  
DISTANCE OF 661.10 FEET TO THE NW CORNER S/2 NW/4 SW/4 OF SAID  
SECTION AND THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 50' FOR  
ROADWAY DEDICATION, CONTAINING 15.493 ACRES MORE OR LESS.

## CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	57.16	183.00	17°53'50"	N 82°17'20" W	56.93
C2	8.40	183.00	2°37'51"	N 72°01'30" W	8.40
C3	46.89	233.00	11°31'48"	S 76°28'28" E	46.81
C4	36.59	233.00	8°59'52"	S 86°44'19" E	36.55
C5	14.11	31.00	26°04'33"	N 78°11'58" W	13.99
C6	1.71	52.00	1°53'03"	S 66°06'13" E	1.71
C7	34.95	52.00	38°30'33"	N 70°57'02" E	34.30
C8	48.31	52.00	53°14'02"	N 25°04'44" E	46.59
C9	23.44	52.00	25°49'52"	N 14°27'13" W	23.25
C10	14.11	31.00	26°04'32"	S 14°19'53" E	13.99
C11	47.12	30.00	90°00'05"	S 43°42'26" W	42.43
C12	51.46	233.00	12°39'16"	N 84°54'37" W	51.36
C13	32.02	233.00	7°52'25"	N 74°38'47" W	31.99
C14	23.60	183.00	7°23'24"	S 74°24'16" E	23.59
C15	41.96	183.00	13°08'17"	S 84°40'06" E	41.87
C16	47.15	30.00	90°03'22"	N 43°44'04" E	42.45
C17	47.09	30.00	89°56'11"	N 46°15'42" W	42.40
C18	17.77	18.00	56°33'40"	S 60°29'23" W	17.06
C19	37.56	60.00	35°52'05"	N 50°09'50" E	36.95
C20	39.99	60.00	38°11'29"	N 87°11'37" E	39.26
C21	38.95	60.00	37°11'38"	S 55°06'49" E	38.27
C22	47.94	60.00	45°46'51"	S 13°37'35" E	46.68
C23	41.09	60.00	39°14'10"	S 28°52'56" W	40.29
C24	43.46	60.00	41°29'59"	S 69°15'00" W	42.51
C25	57.93	60.00	55°18'55"	N 62°20'33" W	55.70
C26	17.66	18.00	56°12'46"	S 62°47'28" E	16.96
C27	0.10	18.00	0°19'56"	N 88°56'11" E	0.10
C28	14.05	31.00	25°57'51"	N 75°47'17" E	13.93
C29	17.11	52.00	18°51'19"	S 72°14'02" W	17.04
C30	46.69	52.00	51°26'25"	N 72°37'06" W	45.13
C31	33.71	52.00	37°08'28"	N 28°19'40" W	33.12
C32	31.25	52.00	34°25'38"	N 7°27'24" E	30.78
C33	14.06	31.00	25°58'38"	S 11°41'43" W	13.94
C34	47.12	30.00	90°00'08"	S 46°17'40" E	42.43
C35	20.65	52.00	22°44'57"	S 78°25'13" E	20.51



## LEGEND

- SYMBOLS
- SET 3/8" IRON PIN YELLOW CAP STAMPED "CTA CA 973"
- FOUND IRON PIN
- MAG NAIL
- UTILITY EASEMENT
- FENCE EASEMENT AND LANDSCAPE EASEMENT
- TEMPORARY ACCESS EASEMENT
- BUILDING LINE SETBACK
- LIMITS OF ACCESS
- LIMITS OF NO ACCESS
- RIGHT OF WAY
- BUILDING PAD ELEVATION
- STREET ADDRESS

## LINEWORK LEGEND

- RIGHT OF WAY LINE (R/W)
- EASEMENT
- SECTION LINE
- PERIMETER PROPERTY LINE
- LOT LINE
- BUILDING SET BACK

APPROVED *Don & Mary Couch*  
DATE *8/11/2016*  
BROKEN ARROW PLANNING DEPT.  
DETERMINATION NUMBER: DD-42116-06  
CASE NO. PT15-117  
SHEET 1 OF 2



# CROSSINGS AT LYNN LANE 1

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

A PART OF THE SW/4, SECTION 13, T-18-N, R-14-E

CROSSINGS AT LYNN LANE 1

## DEED OF DEDICATION

### PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED AND 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.

### WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.
- WITHIN THE UTILITY EASEMENT, AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND.

### PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOTS SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON THE LOT, IN THE EVENT THAT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, NATURAL GAS, CABLE TELEVISION OR TELEPHONE SERVICE.

### CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED BY THE CITY UNTIL AFTER COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY. ANY AND ALL CONSTRUCTION PURSUANT TO SUCH A BUILDING PERMIT BUT PRIOR TO THE CITY'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT WILL BE AT THE CONTRACTOR/BUILDER-INVESTOR'S OWN RISK.

### UTILITY EASEMENT DEDICATION

THE DEDICATION OF STREET RIGHTS OF WAY AND UTILITY EASEMENTS TO THE PUBLIC, CONTAINED IN THIS SECTION, SHALL NOT TAKE EFFECT UNTIL THE FILING BY THE CITY OF BROKEN ARROW, OKLAHOMA IN THE TULSA COUNTY CLERK'S OFFICE OF A SEPARATE INSTRUMENT ENTITLED "FORMAL ACCEPTANCE" OR SIMILAR WORDING, FORMALLY ACCEPTING THE DEDICATIONS AND INFRASTRUCTURE. HOWEVER, THE RIGHTS AND USES OUTLINED HEREIN NECESSARY FOR THE INSTALLATION BY PRIVATE UTILITIES OF THEIR FACILITIES, I.E., ELECTRIC, GAS, TELEPHONE AND COMMUNICATION, ET. AL., EXCLUSIVE OF THOSE OWNED BY THE CITY OF BROKEN ARROW, SHALL BE IN EFFECT TO ALLOW ACCESS FOR SURVEYING, EXCAVATING FOR, CONSTRUCTION, OPERATING, AND MAINTAINING SUCH FACILITIES UNTIL THE CITY FILS ITS FORMAL ACCEPTANCE AND THESE RIGHTS AND USES ARE ASSUMED BY THE PUBLIC DEDICATION.

### UNDERGROUND SERVICE

- OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER BOUNDARIES OF THE SUBDIVISION, AS NECESSARY, IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT.
- ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
- 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.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
- THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

### GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

### SIDEWALKS

- SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA STANDARDS.
- THE DEVELOPER IS RESPONSIBLE FOR CONSTRUCTING THE SIDEWALK ALONG ALL ARTERIAL STREETS AND ALONG THE RESERVE AREAS ADJACENT TO A STREET.

### DETENTION EASEMENT

- STORMWATER DETENTION FOR CROSSINGS AT LYNN LANE 1 IS PROVIDED ONSITE, IN RESERVE AREA A.
- DETENTION, AND OTHER DRAINAGE FACILITIES WITHIN THE DETENTION EASEMENT, SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTION AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA, WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
  - THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
  - THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
- IN THE EVENT THAT THE HOMEOWNERS' ASSOCIATION DOES NOT PROPERLY MAINTAIN THE POND IN ACCORDANCE WITH CITY OF BROKEN ARROW STANDARDS, THE CITY OF BROKEN ARROW WILL HAVE THE ABILITY TO RECOVER COSTS FROM THE HOMEOWNERS' ASSOCIATION TO ADDRESS THE DEFICIENCY.

## SECTION II. HOMEOWNERS' ASSOCIATION

### A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS' ASSOCIATION (HQA) FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, AND SCREENING FENCES AND LANDSCAPE AREAS ALONG ARTERIALS AND THE NORTH BOUNDARY, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE LOTS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS ADJOINING THE SUBDIVISION AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION. CROSSINGS AT LYNN LANE 1, AS WELL AS FUTURE PHASES OF CROSSINGS AT LYNN LANE WILL BE UNDER THE JURISDICTION OF THE ONE HOMEOWNERS' ASSOCIATION.

### B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF A FEE INTEREST IN A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO, AND SHALL NOT BE SEPARATED FROM, THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

### C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREA OWNED OR MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. AS ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

### D. MAINTENANCE OF COMMON AREAS

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 6' FENCE AND THE 5' FENCE AND LANDSCAPE EDGE AT THE FRONT OF 9th ST LYNN LANE.

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RESERVE AREAS.

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 8' FENCE AND THE 3' FENCE EASEMENT ALONG THE NORTH BOUNDARY.

## SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION AND SEVERABILITY

### A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND. THE SAME SHALL BE BINDING UPON ALL OWNERS OF PROPERTY IN THE SUBDIVISION. WITHIN THE PROVISIONS OF SECTION I, STREETS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

### B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2040, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS.

### C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITH SECTION I, STREETS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME, WHETHER PRIOR TO OR AFTER JANUARY 1, 2040, BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATION OF THE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK.

### D. SEVERABILITY

INVALIDATION OF ANY RESTRICTIONS SET FORTH HEREIN, OR ANY PART OF, BY AND ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

## OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THE PRESENTS:

BA 91 LLC, HEREINAFTER CALLED "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN TULSA COUNTY, OKLAHOMA, TO-WIT:

### LEGAL DESCRIPTION

ALL THAT PART OF THE SW/4 OF SECTION THIRTEEN (13), 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, MORE PARTICULARLY DESCRIBED AT FOLLOWS:

BEGINNING AT THE NW CORNER OF THE S/2 NW/4 SW/4 OF SAID SECTION THENCE N 88°46'13" E ALONG THE NORTH LINE OF THE S/2 NW/4 SW/4 A DISTANCE OF 765.02 FEET; THENCE S 1°17'20" E A DISTANCE OF 305.79 FEET; THENCE S 1°17'32" E A DISTANCE OF 50.00 FEET; THENCE S 1°14'15" E A DISTANCE OF 305.21 FEET THENCE S 88°45'45" W A DISTANCE OF 102.26 FEET TO THE NE CORNER OF THE N/2 NW/4 SW/4 SW/4 OF SAID SECTION; THENCE S 1°07'26" E A DISTANCE OF 330.50 FEET TO THE SE CORNER OF THE N/2 NW/4 SW/4 SW/4 OF SAID SECTION SECTION; THENCE S 88°45'28" W A DISTANCE OF 661.47 FEET TO THE SW CORNER N/2 NW/4 SW/4 SW/4 OF SAID SECTION; THENCE N 1°17'35" W ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 330.55 FEET TO THE NW CORNER OF THE N/2 NW/4 SW/4 SW/4; THENCE CONTINUING ALONG THE WEST LINE OF SAID SECTION N 1°17'35" W A DISTANCE OF 661.10 FEET TO THE NW CORNER S/2 NW/4 SW/4 OF SAID SECTION AND THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 50' FOR ROADWAY DEDICATION, CONTAINING 15.493 ACRES MORE OR LESS.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO 40 LOTS IN TWO (2) BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "CROSSINGS AT LYNN LANE 1", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAVE CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016,

BA 91 LLC

BY \_\_\_\_\_  
DAVID C. FRYE, OWNER

## NOTARY PUBLIC

STATE OF OKLAHOMA )  
 ) SS:  
TULSA COUNTY )

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016, PERSONALLY APPEARED \_\_\_\_\_ OWNER/DEVELOPER OF CROSSINGS AT LYNN LANE 1, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGING MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

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

MY COMMISSION NUMBER: \_\_\_\_\_

NOTARY PUBLIC

## SURVEYOR'S CERTIFICATE

I, A.B. WATSON, JR., A LICENSED 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 "CROSSINGS AT LYNN LANE 1", 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.

A.B. WATSON, JR. OK. PLS 1057

DATE:



NOTARY PUBLIC

STATE OF OKLAHOMA )  
 ) SS:  
TULSA COUNTY )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016, PERSONALLY APPEARED A.B. WATSON, JR., SURVEYOR OF CROSSINGS AT LYNN LANE 1, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

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

MY COMMISSION NUMBER: \_\_\_\_\_

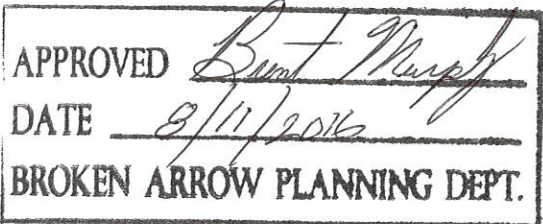
NOTARY PUBLIC

APPROVED _____ BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA
MAYOR _____
ATTEST: CITY CLERK _____

DETENTION DETERMINATION  
NUMBER: DD-42116-06

CASE NO. PT15-117

SHEET 2 OF 2







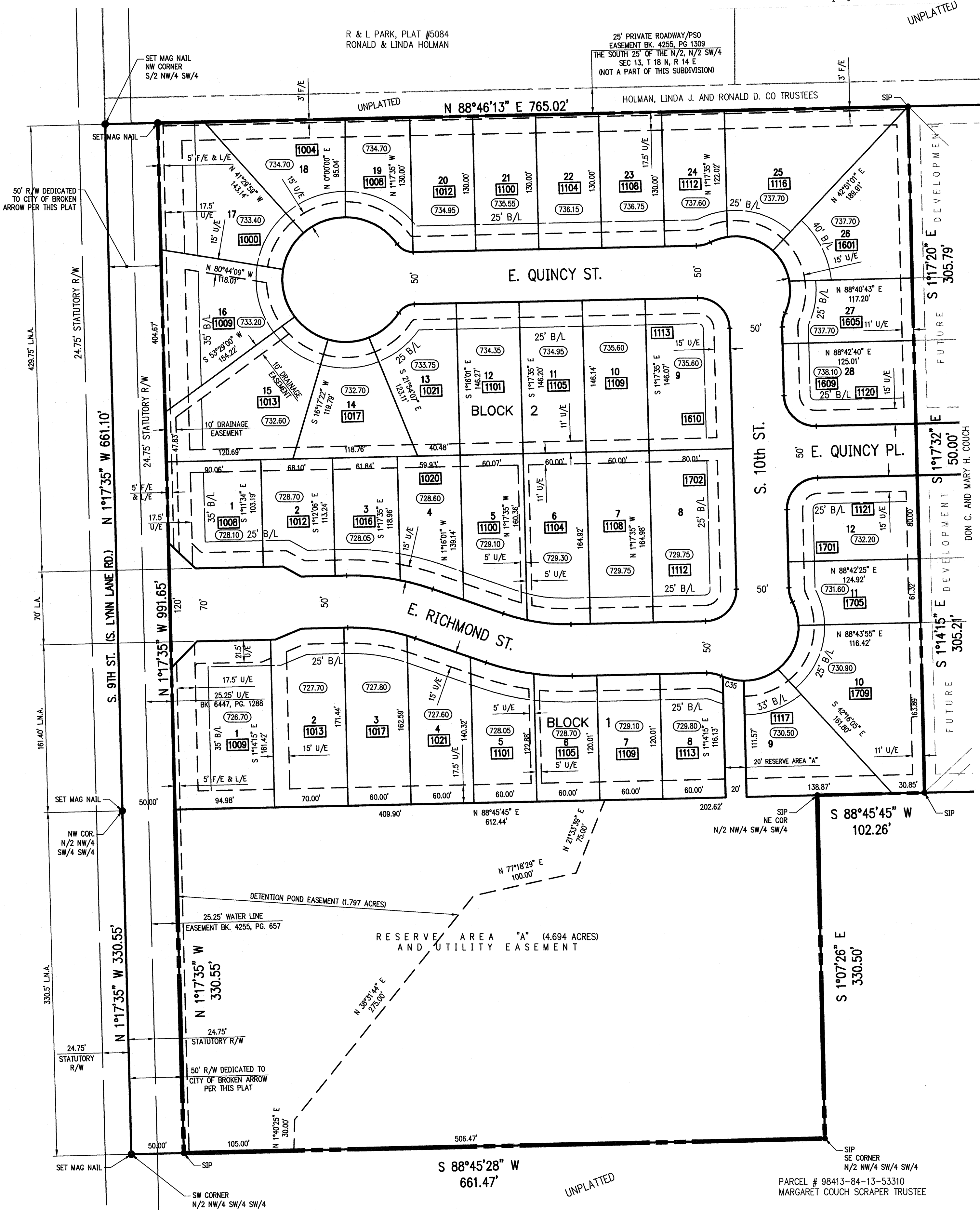
# CERTIFICATE

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 \$194.00 per trust receipt no.14610 to be applied to 2016 taxes. This certificate is NOT to be construed as payment of 2016 taxes, but is given in order that this plat may be recorded. 2016 taxes may exceed the amount of the security deposit.

Dated: 09/27/16  
Dennis Semler  
Tulsa County Treasurer  
By: Deputy

## CROSSINGS AT LYNN LANE 1

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA  
A PART OF THE SW/4, SECTION 13, T-18-N, R-14-E



### BASIS OF BEARING

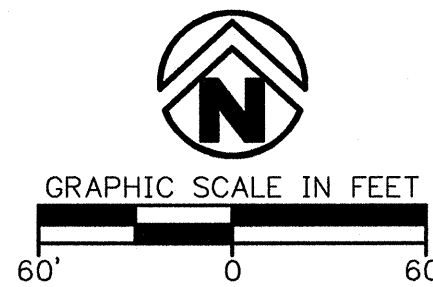
THE WEST LINE OF SW/4  
N 01°17'35" W

### BENCHMARK

BA 26  
OKLAHOMA NORTH ZONE 3501  
HORIZONTAL DATUM NAD 83 (1993)  
NORTHING: 383229.887  
EASTING: 2630291.884  
VERTICAL DATUM NAVD 1988  
ELEV. 670.307  
DESCRIPTION OF BENCHMARK  
5/8" REBAR- 1 1/2" ALUMINUM  
CAP- FLUSH-STAMPED "BA26", SET  
S.E. OF 91ST ST, AND 193RD E. AVE.

CURRENT OWNER:  
BA 91 LLC  
4058 N. COLLEGE, SUITE 300, BOX 9  
FAYETTEVILLE, AR 72703

ENGINEER/SURVEYOR:  
CRAFTON TULL  
220 E. 8th ST.  
TULSA, OK 74119  
PH 918.584.0347  
CERTIFICATION OF AUTHORIZATION:  
CA 973 (PE/LS) EXPIRES 6/30/2018



### SITE INFORMATION:

ADDRESS 91st St S & LYNN LANE  
ZONING RS-3  
LOTS 40  
BLOCKS 2  
AREA 15.493 ACRES  
RESERVE 4.694 ACRES  
WATER SUPPLY AND SAN. SEWER CITY OF BROKEN ARROW  
MINIMUM LOT SF (EA) 7000  
FRONT BUILDING SETBACK 25 FT MIN.  
REAR BUILDING SETBACK 20 FT MIN.  
BUILDING SETBACK ALONG S. 9th ST. 35 FT MIN.  
SIDE SETBACKS 5 FT MIN.  
FRONT LOT UTILITY ESMT 15 FT  
REAR LOT UTILITY ESMT 11 FT  
PROPERTY PERIMETER ESMT 17.5 FT

SLOPE ANALYSIS: ALL LOTS ARE IN COMPLIANCE  
(1:1) FOR EACH LOT

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	136.43'	N 1°17'35" W
L2	35.34'	N 43°44'19" E
L3	70.14'	N 88°46'13" E
L4	4.60'	N 88°46'13" E
L5	26.99'	N 68°59'00" E
L6	40.33'	N 88°45'45" E
L7	3.76'	N 88°45'45" E
L8	55.60'	S 70°42'34" E
L9	15.73'	S 70°42'34" E
L10	23.56'	N 88°45'45" E
L11	60.00'	N 88°45'45" E
L12	44.83'	N 88°45'45" E
L13	25.01'	N 1°17'37" W
L14	50.00'	N 1°17'37" W
L15	95.00'	N 88°42'25" E
L16	35.37'	S 46°15'41" E
L17	64.88'	N 88°46'13" E
L18	18.55'	N 88°46'13" E
L19	19.97'	S 61°13'47" E
L20	32.27'	N 88°45'45" E
L21	10.98'	N 88°45'45" E
L22	31.21'	S 70°42'34" E
L23	40.12'	S 70°42'34" E
L24	18.41'	N 88°45'45" E
L25	60.00'	N 88°45'45" E
L26	49.98'	N 88°45'45" E
L27	135.01'	N 1°17'37" W
L28	116.02'	N 1°17'37" W
L29	50.04'	S 88°46'13" W

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

### FLOODPLAIN REFERENCE

FIRM PANEL NO. 40143C0392KL DATED AUGUST 3, 2009  
CLASSIFIES THE PROPERTY DESCRIBED HEREON AS ZONE "X",  
AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL  
CHANCE FLOODPLAIN.

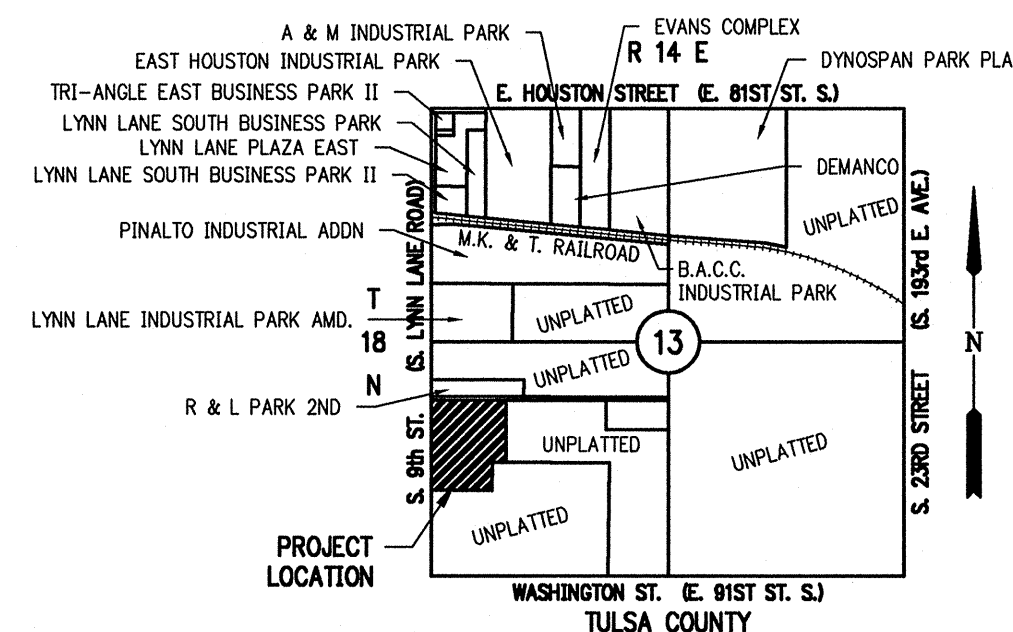
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS  
SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF  
THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT  
DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE  
PROBABILITY OF FLOODING.

### PROPERTY DESCRIPTION

ALL THAT PART OF THE SW/4 OF SECTION THIRTEEN (13), 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, MORE PARTICULARLY DESCRIBED AT FOLLOWS:

BEGINNING AT THE NW CORNER OF THE S/2 NW/4 SW/4 OF SAID SECTION  
THENCE N 88°46'13" E ALONG THE NORTH LINE OF THE S/2 NW/4 SW/4 A  
DISTANCE OF 765.02 FEET; THENCE S 1°17'20" E A DISTANCE OF 305.79 FEET;  
THENCE S 1°17'32" E A DISTANCE OF 50.00 FEET; THENCE S 1°14'15" E A  
DISTANCE OF 305.21 FEET THENCE S 88°45'45" W A DISTANCE OF 102.26 FEET  
TO THE NE CORNER OF THE N/2 NW/4 SW/4 SW/4 OF SAID SECTION; THENCE  
S 1°07'26" E A DISTANCE OF 330.50 FEET TO THE SE CORNER OF THE N/2  
NW/4 SW/4 SW/4 OF SAID SECTION SECTION; THENCE S 88°45'28" W A  
DISTANCE OF 661.47 FEET TO THE NW CORNER OF THE N/2 NW/4 SW/4 OF SAID  
SECTION; THENCE N 1°17'35" W ALONG THE WEST LINE OF SAID SECTION A  
DISTANCE OF 330.55 FEET TO THE NW CORNER OF THE N/2 NW/4 SW/4 SW/4 OF  
SAID SECTION; THENCE CONTINUING ALONG THE WEST LINE OF SAID SECTION N 1°17'35" W A  
DISTANCE OF 661.10 FEET TO THE NW CORNER S/2 NW/4 SW/4 OF SAID  
SECTION AND THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 50' FOR  
ROADWAY DEDICATION, CONTAINING 15.493 ACRES MORE OR LESS.

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION
C1	57.16	183.00	17°53'50"	N 82°17'20" W
C2	8.40	183.00	2°37'51"	N 72°01'30" W
C3	46.89	233.00	11°31'48"	S 76°28'28" E
C4	36.59	233.00	8°59'52"	S 86°44'19" E
C5	14.11	31.00	26°04'33"	N 78°11'58" W
C6	1.71	52.00	1°53'03"	S 66°06'13" E
C7	34.95	52.00	38°30'33"	N 70°57'02" E
C8	48.31	52.00	53°14'02"	N 25°04'44" E
C9	23.44	52.00	25°49'52"	N 14°27'13" W
C10	14.11	31.00	26°04'32"	S 14°19'53" E
C11	47.12	30.00	90°00'05"	S 43°42'26" W
C12	51.46	233.00	12°39'16"	N 84°54'37" W
C13	32.02	233.00	7°52'25"	N 74°38'47" W
C14	23.60	183.00	7°23'24"	S 74°24'16" E
C15	41.96	183.00	13°08'17"	S 84°40'06" E
C16	47.15	30.00	90°03'22"	N 43°44'04" E
C17	47.09	30.00	89°56'11"	N 46°15'42" W
C18	17.77	18.00	56°33'40"	S 60°29'23" W
C19	37.56	60.00	35°52'05"	N 50°09'50" E
C20	39.99	60.00	38°11'29"	N 87°11'37" E
C21	38.95	60.00	37°11'38"	S 55°06'49" E
C22	47.94	60.00	45°46'51"	S 13°37'35" E
C23	41.09	60.00	39°14'10"	S 28°52'56" W
C24	43.46	60.00	41°29'59"	S 69°15'00" W
C25	57.93	60.00	55°18'55"	N 62°20'33" W
C26	17.66	18.00	56°12'46"	S 62°47'28" E
C27	0.10	18.00	0°19'56"	N 88°56'11" E
C28	14.05	31.00	25°57'51"	N 75°47'17" E
C29	17.11	52.00	18°51'19"	S 72°14'02" W
C30	46.69	52.00	51°26'25"	N 72°37'06" W
C31	33.71	52.00	37°08'28"	N 28°19'40" W
C32	31.25	52.00	34°25'38"	N 7°27'24" E
C33	14.06	31.00	25°58'38"	S 11°41'43" W
C34	47.12	30.00	90°00'08"	S 46°17'40" E
C35	20.65	52.00	22°44'57"	S 78°25'13" E



LOCATION MAP  
SCALE IN FEET  
0 2000

### LEGEND

#### SYMBOLS

- SIP SET 3/8" IRON PIN YELLOW CAP STAMPED "CTA CA 973"
- FIP FOUND IRON PIN
- MAG MAG NAIL
- U/E UTILITY EASEMENT
- F/E & L/E FENCE EASEMENT AND LANDSCAPE EASEMENT
- T.A.E. TEMPORARY ACCESS EASEMENT
- B/L BUILDING LINE SETBACK
- L.A. LIMITS OF ACCESS
- L.N.A. LIMITS OF NO ACCESS
- R/W RIGHT OF WAY
- 737.70 BUILDING PAD ELEVATION
- 1113 STREET ADDRESS

### LINEWORK LEGEND

- RIGHT OF WAY LINE (R/W)
- EASEMENT
- SECTION LINE
- PERIMETER PROPERTY LINE
- LOT LINE
- BUILDING SET BACK

STATE OF OKLAHOMA } SS  
COUNTY OF TULSA }  
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 26th day of Sep 2016  
PAT KEY, Tulsa County Clerk  
Kasandra Deputy

APPROVED 9-19-16 by the  
City Council of the City of Broken Arrow,  
Oklahoma  
Mayor: Lisa M. Thompson  
Attest: City Clerk



DETENTION DETERMINATION  
NUMBER: DD-42116-06

CASE NO. PT15-117



CROSSINGS AT LYNN LANE 1

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

A PART OF THE SW/4, SECTION 13, T-18-N, R-14-E

CROSSINGS AT LYNN LANE 1

DEED OF DEDICATION

PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED AND 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.

WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.
2. WITHIN THE UTILITY EASEMENT, AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY THAT 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 SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND.

PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOTS SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON THE LOT, IN THE EVENT THAT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, NATURAL GAS, CABLE TELEVISION OR TELEPHONE SERVICE.

CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED BY THE CITY UNTIL AFTER COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY. ANY AND ALL CONSTRUCTION PURSUANT TO SUCH A BUILDING PERMIT BUT PRIOR TO THE CITY'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT WILL BE AT THE CONTRACTOR/BUILDER-INVESTOR'S OWN RISK.

UTILITY EASEMENT DEDICATION

THE DEDICATION OF STREET RIGHTS OF WAY AND UTILITY EASEMENTS TO THE PUBLIC, CONTAINED IN THIS SECTION, SHALL NOT TAKE EFFECT UNTIL THE FILING BY THE CITY OF BROKEN ARROW, OKLAHOMA IN THE TULSA COUNTY CLERK'S OFFICE OF A SEPARATE INSTRUMENT ENTITLED "FORMAL ACCEPTANCE" OR SIMILAR WORDING, FORMALLY ACCEPTING THE DEDICATIONS AND INFRASTRUCTURE. HOWEVER, THE RIGHTS AND USES OUTLINED HEREIN NECESSARY FOR THE INSTALLATION BY PRIVATE UTILITIES OF THEIR FACILITIES, I.E., ELECTRIC, GAS, TELEPHONE AND COMMUNICATION, ET. AL., EXCLUSIVE OF THOSE OWNED BY THE CITY OF BROKEN ARROW, SHALL BE IN EFFECT TO ALLOW ACCESS FOR SURVEYING, EXCAVATING FOR, CONSTRUCTION, OPERATING, AND MAINTAINING SUCH FACILITIES UNTIL THE CITY FILES ITS FORMAL ACCEPTANCE AND THESE RIGHTS AND USES ARE ASSUMED BY THE PUBLIC DEDICATION.

UNDERGROUND SERVICE

1. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER BOUNDARIES OF THE SUBDIVISION, AS NECESSARY, IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT.
2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
3. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
4. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
5. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

SIDEWALKS

1. SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA STANDARDS.
2. THE DEVELOPER IS RESPONSIBLE FOR CONSTRUCTING THE SIDEWALK ALONG ALL ARTERIAL STREETS AND ALONG THE RESERVE AREAS ADJACENT TO A STREET.

DETENTION EASEMENT

1. STORMWATER DETENTION FOR CROSSINGS AT LYNN LANE 1 IS PROVIDED ONSITE, IN RESERVE AREA A.
2. DETENTION, AND OTHER DRAINAGE FACILITIES WITHIN THE DETENTION EASEMENT, SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTION AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA, WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
  - a. THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
  - b. THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
3. IN THE EVENT THAT THE HOMEOWNERS' ASSOCIATION DOES NOT PROPERLY MAINTAIN THE POND IN ACCORDANCE WITH CITY OF BROKEN ARROW STANDARDS, THE CITY OF BROKEN ARROW WILL HAVE THE ABILITY TO RECOVER COSTS FROM THE HOMEOWNERS' ASSOCIATION TO ADDRESS THE DEFICIENCY.

SECTION II. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS' ASSOCIATION (HOA) FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, AND SCREENING FENCES AND LANDSCAPE AREAS ALONG ARTERIALS AND THE NORTH BOUNDARY, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE LOTS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS ADJOINING THE SUBDIVISION AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION. CROSSINGS AT LYNN LANE 1, AS WELL AS FUTURE PHASES OF CROSSINGS AT LYNN LANE WILL BE UNDER THE JURISDICTION OF THE ONE HOMEOWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF A FEE INTEREST IN A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO, AND SHALL NOT BE SEPARATED FROM, THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREA OWNED OR MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. AS ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. MAINTENANCE OF COMMON AREAS

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 6' FENCE AND THE 5' FENCE AND LANDSCAPE EDGE AT THE FRONT OF 9th ST (LYNN LANE).

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RESERVE AREAS.

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 8' FENCE AND THE 3' FENCE EASEMENT ALONG THE NORTH BOUNDARY.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION AND SEVERABILITY

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND. THE SAME SHALL BE BINDING UPON ALL OWNERS OF PROPERTY IN THE SUBDIVISION. WITHIN THE PROVISIONS OF SECTION I, STREETS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITH SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INJURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2040, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITH SECTION I, STREETS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME, WHETHER PRIOR TO OR AFTER JANUARY 1, 2040, BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATION OF THE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTIONS SET FORTH HEREIN, OR ANY PART OF, BY AND ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THE PRESENTS:

BA 91 LLC, HEREINAFTER CALLED "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN TULSA COUNTY, OKLAHOMA, TO-WIT:

LEGAL DESCRIPTION

ALL THAT PART OF THE SW/4 OF SECTION THIRTEEN (13), 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, MORE PARTICULARLY DESCRIBED AT FOLLOWS:

BEGINNING AT THE NW CORNER OF THE S/2 NW/4 SW/4 OF SAID SECTION THENCE N 88°46'13" E ALONG THE NORTH LINE OF THE S/2 NW/4 SW/4 A DISTANCE OF 765.02 FEET; THENCE S 1°17'20" E A DISTANCE OF 305.79 FEET; THENCE S 1°17'32" E A DISTANCE OF 50.00 FEET; THENCE S 1°14'15" E A DISTANCE OF 305.21 FEET THENCE S 88°45'45" W A DISTANCE OF 102.26 FEET TO THE NE CORNER OF THE N/2 NW/4 SW/4 SW/4 OF SAID SECTION; THENCE S 1°07'26" E A DISTANCE OF 330.50 FEET TO THE SE CORNER OF THE N/2 NW/4 SW/4 SW/4 OF SAID SECTION SECTION; THENCE S 88°45'28" W A DISTANCE OF 661.47 FEET TO THE SW CORNER N/2 NW/4 SW/4 SW/4 OF SAID SECTION; THENCE N 1°17'35" W ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 330.55 FEET TO THE NW CORNER OF THE N/2 NW/4 SW/4 SW/4; THENCE CONTINUING ALONG THE WEST LINE OF SAID SECTION N 1°17'35" W A DISTANCE OF 661.10 FEET TO THE NW CORNER S/2 NW/4 SW/4 OF SAID SECTION AND THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 50' FOR ROADWAY DEDICATION, CONTAINING 15.493 ACRES MORE OR LESS.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO 40 LOTS IN TWO (2) BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "CROSSINGS AT LYNN LANE 1", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAVE CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS 14th DAY OF August, 2016,

BA 91 LLC

BY David C Fry  
DAVID C. FRYE, MANAGER

NOTARY PUBLIC

STATE OF ARKANSAS )  
 ) SS:  
WASHINGTON COUNTY )

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS 14th DAY OF August, 2016, PERSONALLY APPEARED David C Fry OWNER/DEVELOPER OF CROSSINGS AT LYNN LANE 1, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGING MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES:

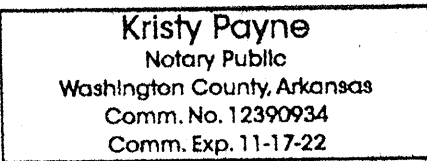
11-17-22

MY COMMISSION NUMBER:

12390434

David C Fry

NOTARY PUBLIC



SURVEYOR'S CERTIFICATE

I, A.B. WATSON, JR., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE 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 "CROSSINGS AT LYNN LANE 1", 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.

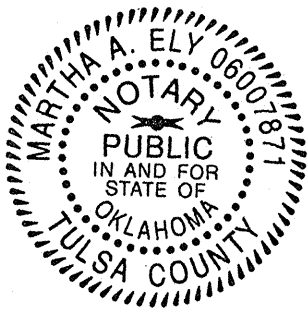
A.B. Watson Jr.  
A.B. WATSON, JR. OK. PLS 1057 DATE: 8/18/16



NOTARY PUBLIC

STATE OF OKLAHOMA )  
 ) SS:  
TULSA COUNTY )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 18th DAY OF August, 2016, PERSONALLY APPEARED A.B. WATSON, JR., SURVEYOR OF CROSSINGS AT LYNN LANE 1, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.



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

MY COMMISSION EXPIRES:

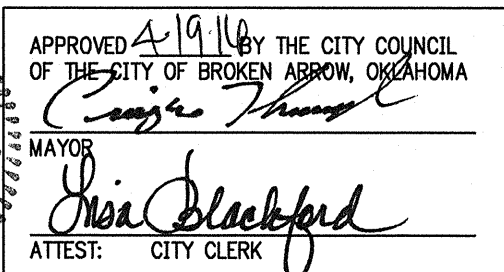
08/14/18

MY COMMISSION NUMBER:

06007871

Marshall E. Ely

NOTARY PUBLIC



DETENTION DETERMINATION  
NUMBER: DD-42116-06

CASE NO. PT15-117

SHEET 2 OF 2



# City of Broken Arrow

## Fact Sheet

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**File #:** 17-2031, **Version:** 1

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### Broken Arrow Planning Commission

04-13-2017

**To:** Chairman and Commission Members

**From:** Development Services Department

**Title:**

**Approval of PT16-113, Conditional Final Plat, Oak Creek South Phase II, 68 lots, 19.13 acres, R-1 to RS-3, one-half mile south of Houston Street, one-quarter mile east of 23rd Street, north of the M.K.&T. Railroad**

**Background:**

**Applicant:** Steven Hollabaugh, McClelland Consulting Engineers, Inc.

**Owner:** ARG-Tulsa, LLC

**Developer:** Rausch Coleman Homes

**Engineer:** McClelland Consulting Engineers, Inc.

**Location:** One-half mile south of Houston Street, one-quarter mile east of 23rd Street, north of the M.K.&T. Railroad

**Size of Tract** 19.13

**Number of Lots:** 68

**Present Zoning:** R-1 to RS-3

**Comp Plan:** Level 2 (Urban Residential)

The conditional final plat for Oak Creek South Phase II is located one-half mile south of Houston Street, one-quarter mile east of 23rd Street, north of the M.K.&T. Railroad. The proposed development includes 68 single-family lots on 19.13 acres. The preliminary plat, which was approved by the Planning Commission on December 15, 2016, contained 136 lots on 36.54 acres.

BAZ-1960, a request to rezone this property from A-1 to RS-3 was conditionally approved by the Broken Arrow City Council on September 6, 2016. Approval was given with the condition that the property be platted and construction access be provided from the northwest from County Line Road to mitigate concerns of residents about heavy equipment moving through the Oak Creek South Estates subdivision during construction.

Water and sanitary sewer service to this property is available from the City of Broken Arrow. According to the FEMA maps, none of the property is located in a 100-year floodplain area.

**Attachments:** Checklist  
Conditional Final Plat and Covenants

**Recommendation:**

Staff recommends PT16-113, conditional final plat for Oak Creek South Phase II, be approved, subject to the attached checklist.

**Reviewed by:**        **Larry R. Curtis**

**Approved by:**       **Michael W. Skates**

MWS:ALY/BDM

# **BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST**

## **PLAT INFORMATION**

NAME OF PLAT: Oak Creek South Phase II

CASE NUMBER: PT16-113

RELATED CASE NUMBERS: BAZ 1960

COUNTY:

SECTION/TOWNSHIP/RANGE: 18-18-15

GENERAL LOCATION: one-half mile south of Houston Street, one-quarter mile east of 23rd Street, north of the M.K.&T. Railroad

CURRENT ZONING: RS-3

SANITARY SEWER BASIN:

STORM WATER DRAINAGE BASIN:

ENGINEER: McClelland Consulting Engineers, Inc

ENGINEER ADDRESS: 4606 S. Garnett Road Suite 401  
Tulsa, OK 74146

ENGINEER PHONE NUMBER: 916.619.6803

PRELIMINARY PLAT OWNER LISTED AS:

DEVELOPER: Rausch Coleman Homes

DEVELOPER ADDRESS: 4058 N. College Suite 300  
Fayetteville, AR 72703

DEVELOPER PHONE NUMBER: 479.455.9090

## **PRELIMINARY PLAT**

APPLICATION MADE: November 21, 2016

TOTAL ACREAGE: 36.54

NUMBER OF LOTS: 136

TAC MEETING DATE: November 13, 2016

PLANNING COMMISSION MEETING DATE: November 15, 2016

COMMENTS:

1. \_\_\_\_ Add township number (18) to the vicinity map.
2. \_\_\_\_ Place case number (PT16-113) in lower right corner of plat.
3. \_\_\_\_ Add street names and addresses as assigned by the City of Broken Arrow. Addresses can be added to the lot summary table.
4. \_\_\_\_ Avoid lines overlapping numbers as it makes the plat difficult to read.
5. \_\_\_\_ Label all curves on the drawing.
6. \_\_\_\_ Label the easement distance on all lot frontages.
7. \_\_\_\_ Show more differentiation between building lines, easements, and building line easements. It is difficult to tell them apart.
8. \_\_\_\_ Show lot frontage dimensions on all lots. Missing for all lots on a curve.
9. \_\_\_\_ Label Limits of No Access (L.N.A.) to all corner lots where the building line is less than 25-feet. Also add a L.N.A. to the rear yards of Lots 13 and 14 of Block3.
10. \_\_\_\_ Add L.N.A. to the legend.
11. \_\_\_\_ Provide a minimum of 20' access width to be able to maintain Reserve "B". This is best done by making the 20' area to be part of Reserve "B", and not an access area between the lots.
12. \_\_\_\_ Acknowledge in writing, email is acceptable, that all the lots meet the minimum lot frontage requirements of the RS-3 zoning district. It is difficult to tell on some of the pie shaped and unlabeled lots.
13. \_\_\_\_ The definition of "Common Areas" in the covenants needs to make a reference to the reserve areas as part of the "Common Areas".
14. \_\_\_\_ The covenant language currently states, "the Association" shall maintain the "Common Areas". This is not clear, and makes the HOA responsible for maintaining the common areas, even if they do not own it. It needs to read that the owner of the "Common Areas" shall be responsible for their maintenance.
15. \_\_\_\_ Add a statement to the covenants dedicating the streets as public or private.
16. \_\_\_\_ Add the Detention Determination Number to face of plat: DD-102816-16

## **CONDITIONAL FINAL PLAT**

NAME OF CONDITIONAL FINAL PLAT: Oak Creek South Phase II



APPLICATION MADE: March 20, 2017  
TOTAL ACREAGE: 19.1277  
NUMBER OF LOTS: 68 Lots, 1 Reserve  
TAC MEETING DATE: April 11, 2017  
PLANNING COMMISSION MEETING DATE: April 13, 2017  
CITY COUNCIL MEETING DATE: May 2, 2017

CONDITIONAL FINAL PLAT OWNER LISTED AS:

DEVELOPER: ARG-Tulsa, LLC  
DEVELOPER ADDRESS: 4058 N. College Suite 300  
Fayetteville, AR 72703  
DEVELOPER PHONE NUMBER: 479-455-9090

COMMENTS:

17. \_\_\_\_\_ Provide document number for off-site Temporary Construction Easement to 193<sup>rd</sup> East Avenue and show the width of the Temporary Construction Easement.
18. \_\_\_\_\_ Show the adjacent lot lines and utility easements associated with Oak Creek South Extended and Oak Creek South. Move the label for "Oak Creek South Extended to the correct location and remove "(Undeveloped)".
19. \_\_\_\_\_ Provide the name, address, and telephone number for the owner and the surveyor.
20. \_\_\_\_\_ According to the Zoning Ordinance, the front building line setback cannot vary by more than 5 feet. Therefore, the building line setback on Lot 7, Block 1; Lot 1, Block 2; Lot 13, Block 2; Lot 1, Block 3; Lot 21, Block 3; and Lot 27, Block 3 needs to be revised to be 20 feet instead of 15 feet. In addition, modify the note on building setbacks for exterior side to say "15' to 20".
21. \_\_\_\_\_ Add the street name "East Oak Ridge Street" that is located in Oak Creek South.
22. \_\_\_\_\_ Add addresses as assigned by the City of Broken Arrow.
23. \_\_\_\_\_ Remove the square boxes showing possible buildings from the final plat.
24. \_\_\_\_\_ Use Broken Arrow street names on the location map and place County Street names in parenthesis.
25. \_\_\_\_\_ Provide a turnaround facility at the north end of S. 27<sup>th</sup> Street in accordance with the Subdivision Regulations.
26. \_\_\_\_\_ Place block number on Lots 46-52.
27. \_\_\_\_\_ Add to the covenants that the developer is responsible for constructing the sidewalk along the street frontage of Reserve A.
28. \_\_\_\_\_ Modify Section 7 of the covenants to say that the maintenance of Reserve A is the responsibility of the property owner.
29. \_\_\_\_\_ Place note on Reserve A that says "Reserve A is a Drainage Easement and Utility Easement."
30. \_\_\_\_\_ Street right-of-way dimensions need to be to a hundredth of a foot.
31. \_\_\_\_\_ In the surveyor's statement, change "Registered Land Surveyor" to "Licensed Land Surveyor".
32. \_\_\_\_\_ The conditional final plat and the "no exceptions taken" engineering drawing must agree with respect to Limits of Access and No Access, easement both internal and external, reserve area, traffic control medians, street layouts, rights-of-way, etc. Please provide a written statement (e-mail statement is acceptable) that the conditional final plat agrees with the "no exceptions taken" engineering plans in these areas.
33. \_\_\_\_\_ Acknowledge in writing (email is acceptable) that water is being provided by the City of Broken and not Rural Water District #4. If water is being provided by Rural Water District #4, modify the list of utility providers accordingly.
34. \_\_\_\_\_ Acknowledge that while Oak Creek South Phase II will be done in phases, subsequent phases will be part of the overall homeowners association associated with Oak Creek South Phase II.
35. \_\_\_\_\_ Add the address disclaimer to Sheet 1.
36. \_\_\_\_\_ Oak Creek South II is required to have on-site detention.
37. \_\_\_\_\_ Need additional easements for 48" & 60" storm sewers running diagonal across lot 6, block 3 and lot 7, block 1.
38. \_\_\_\_\_ Add the document number for the easement by separate instrument that is abutting the north property line of Oak Creek South Phase 2. The easement should be placed on the face of the plat and the book & page noted.
39. \_\_\_\_\_ Add language as provided by the stormwater division regarding maintenance of the stormwater detention facilities. In addition, language will need to be added regarding the protection of public water and sanitary sewer mains. In addition, it is anticipated that each of the utility companies will be requesting additional language to be added to the covenants regarding the protection and maintenance of their lines.
40. \_\_\_\_\_ Add a bench mark.

## **CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT**

### **LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?**

☐ NATURAL GAS COMPANY APPROVAL  
☐ ELECTRIC COMPANY APPROVAL  
☐ TELEPHONE COMPANY APPROVAL  
☐ CABLE COMPANY APPROVAL

### **CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?**

☐ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH  
☐ OKLAHOMA CORPORATION COMMISSION, CAROL COLLETT 405-521-2108

☐ BUILDING PAD ELEVATIONS ON EACH LOT PLACED ON A COPY OF THE FINAL PLAT  
☐ MONUMENTS SHOWN ON PLAT  
☐ SLOPE ANALYSIS (1:4) FOR LOTS ADJACENT TO DRAINAGE CHANNELS APPROVED

### **DEVELOPMENT SERVICES/ENGINEERING APPROVAL**

☐ STORMWATER PLANS, APPROVED ON:  
☐ PAVING PLANS, APPROVED ON:  
☐ WATER PLANS, APPROVED ON:  
☐ SANITARY SEWER PLANS, APPROVED ON:  
☐ SEWAGE DISPOSAL PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON:  
☐ WATER PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: \_\_\_\_\_  
☐ IS A SIDEWALK PERFORMANCE BOND DUE? \_\_\_\_\_ HAVE THEY BEEN SUBMITTED? \_\_\_\_\_  
☐ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER AND PAVING? (CIRCLE APPLICABLE) \_\_\_\_\_ HAVE THEY BEEN SUBMITTED? \_\_\_\_\_  
☐ ENGINEERING DEPARTMENT/DEVELOPMENT SERVICES REVIEW COMPLETE ON: \_\_\_\_\_

### **PLANNING DEPARTMENT APPROVAL**

☐ ADDRESSES REVIEWED AND APPROVED  
☐ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?  
☐ PLANNING DEPARTMENT REVIEW COMPLETE ON:  
☐ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:  
☐ FINAL PLAT SENT TO ENGINEERING DEPARTMENT FOR FINAL REVIEW ON:

### **FEES**

<input type="checkbox"/> FINAL PLAT PROCESSING FEE (\$150 + (\$5 X NO. OF LOTS)	\$ _____
<input type="checkbox"/> WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
<input type="checkbox"/> EXCESS SEWER CAPACITY FEE (\$700 X NO. OF ACRES)	\$ _____
<input type="checkbox"/> ACCELERATION/DECELERATION LANES ESCROW	\$ _____
<input type="checkbox"/> WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
<input type="checkbox"/> SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
<input type="checkbox"/> STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
<input type="checkbox"/> DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
<input type="checkbox"/> REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
<input type="checkbox"/> REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
<input type="checkbox"/> STREET SIGNS, LIGHTS, ETC. (\$150 PER EA. SIGN)	\$ _____
<input type="checkbox"/> STORM WATER FEE-IN-LIEU OF DETENTION	\$ _____
(IF APPLICABLE- .35 X TOTAL SQUARE FOOTAGE)	

**TOTAL FEE(S)** \$ \_\_\_\_\_

## FINAL PROCESSING OF PLAT

\_\_\_\_ DEVELOPMENT ENGINEER SUBMIT FINAL PLAT FOR MAYOR AND CITY CLERK SIGNATURE

\_\_\_\_ FEES PAID ON: \_\_\_\_\_ IN THE AMOUNT OF: \_\_\_\_\_

\_\_\_\_ DEVELOPMENT ENGINEER PICK UP FINAL PLAT FOR FILING

\_\_\_\_ 6 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT

\_\_\_\_ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

# Oak Creek South Phase II

## LEGAL DESCRIPTION

A TRACT OF LAND LYING NORTH AND EAST OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY IN THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHTEEN (18), SAID POINT BEING A FOUND STEM TO AN O.D.O.T. BRASS CAP;

THENCE N 88°45'23" E ON THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 691.61 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING A FOUND 3/8" IRON PIN;

THENCE CONTINUING N 88°45'23" E ON THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 1,932.12 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4), SAID POINT BEING A FOUND O.D.O.T. BRASS CAP;

THENCE S 1°26'44" E ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 419.57 FEET;

THENCE S 88°36'47" W A DISTANCE OF 172.45 FEET;

THENCE N 1°14'37" W A DISTANCE OF 69.87 FEET;

THENCE S 88°45'23" W A DISTANCE OF 120.00 FEET;

THENCE N 1°14'37" W A DISTANCE OF 60.13 FEET;

THENCE S 88°45'23" W A DISTANCE OF 290.00 FEET;

THENCE S 1°14'37" E A DISTANCE OF 44.90 FEET;

THENCE S 10°39'55" W A DISTANCE OF 126.63 FEET;

THENCE S 20°17'55" W A DISTANCE OF 218.68 FEET;

THENCE S 38°10'22" W A DISTANCE OF 133.75 FEET;

THENCE N 51°49'38" W A DISTANCE OF 294.64 FEET;

THENCE S 37°51'57" W ON THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 170.00 FEET;

THENCE N 51°49'38" W ON THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 698.76 FEET TO A SET 1/2" IRON PIN WITH C.A. 7232 CAP;

THENCE N 38°10'22" E ON THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 25.00 FEET TO A SET 1/2" IRON PIN WITH C.A. 7232 CAP;

THENCE N 51°49'36" W ON THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 389.59 FEET BACK TO THE **POINT OF BEGINNING**.

**SAID TRACT CONTAINS 19.13 ACRES** (833,200.71 SQ. FT.) AS DESCRIBED.

**BASIS OF BEARINGS:**

THIS SURVEY WAS DONE ON NAD 83, OKLAHOMA NORTH - STATE PLANE COORDINATE SYSTEM

**BASIS OF BEARING FOR THIS SURVEY IS "GRID" NORTH BASED ON GPS OBSERVATION ON THE ABOVE REFERENCED COORDINATE SYSTEM WITH THE CONTROLLING LINE BEING THE NORTH LINE OF THE SOUTHWEST QUARTER WITH A BEARING OF N88°45'23"E**

LOT SUMMARY			
LOT	BLOCK	LOT SQ. FT.	ADDRESS
1	1	8330.70	8330.70
2	1	8330.70	8330.70
3	1	8330.70	8330.70
4	1	8329.80	8329.80
5	1	8012.47	8012.47
6	1	7008.54	7008.54
7	1	9147.01	9147.01
8	1	8150.42	8150.42
9	1	8060.98	8060.98
10	1	8323.60	8323.60
11	1	8330.70	8330.70
12	1	8330.70	8330.70
13	1	8330.70	8330.70

1	2	7434.27	7434.27
2	2	7568.40	7568.40
3	2	7568.40	7568.40
4	2	7568.40	7568.40
5	2	7568.40	7568.40
6	2	7568.40	7568.40
7	2	7568.40	7568.40
8	2	7568.40	7568.40
9	2	7568.40	7568.40
10	2	7568.40	7568.40
11	2	7568.40	7568.40
12	2	7568.40	7568.40
13	2	7445.19	7445.19

1	3	7484.89	7484.89
2	3	8025.63	8025.63
3	3	9998.89	9998.89
4	3	8924.20	8924.20
5	3	8465.86	8465.86
6	3	7494.46	7494.46
7	3	7065.79	7065.79
8	3	7368.22	7368.22
9	3	7296.07	7296.07

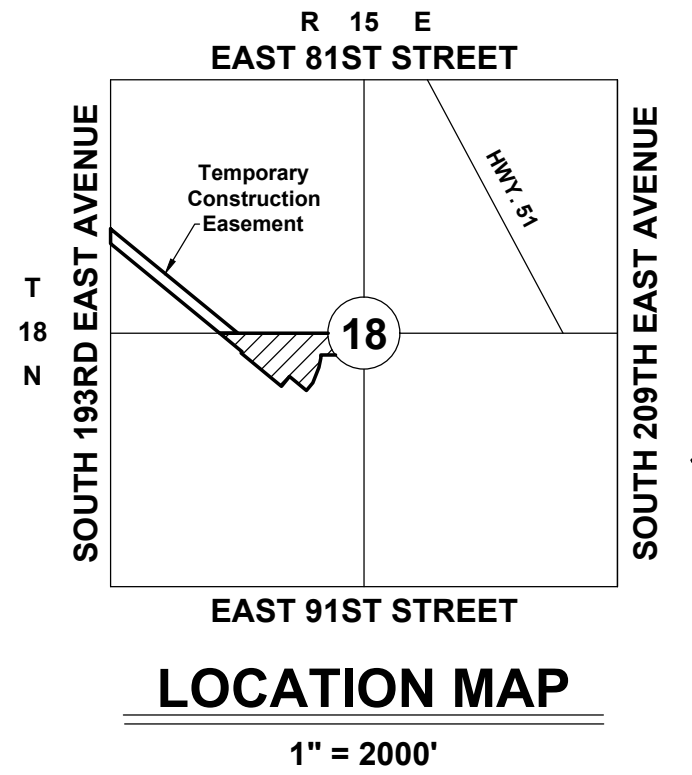
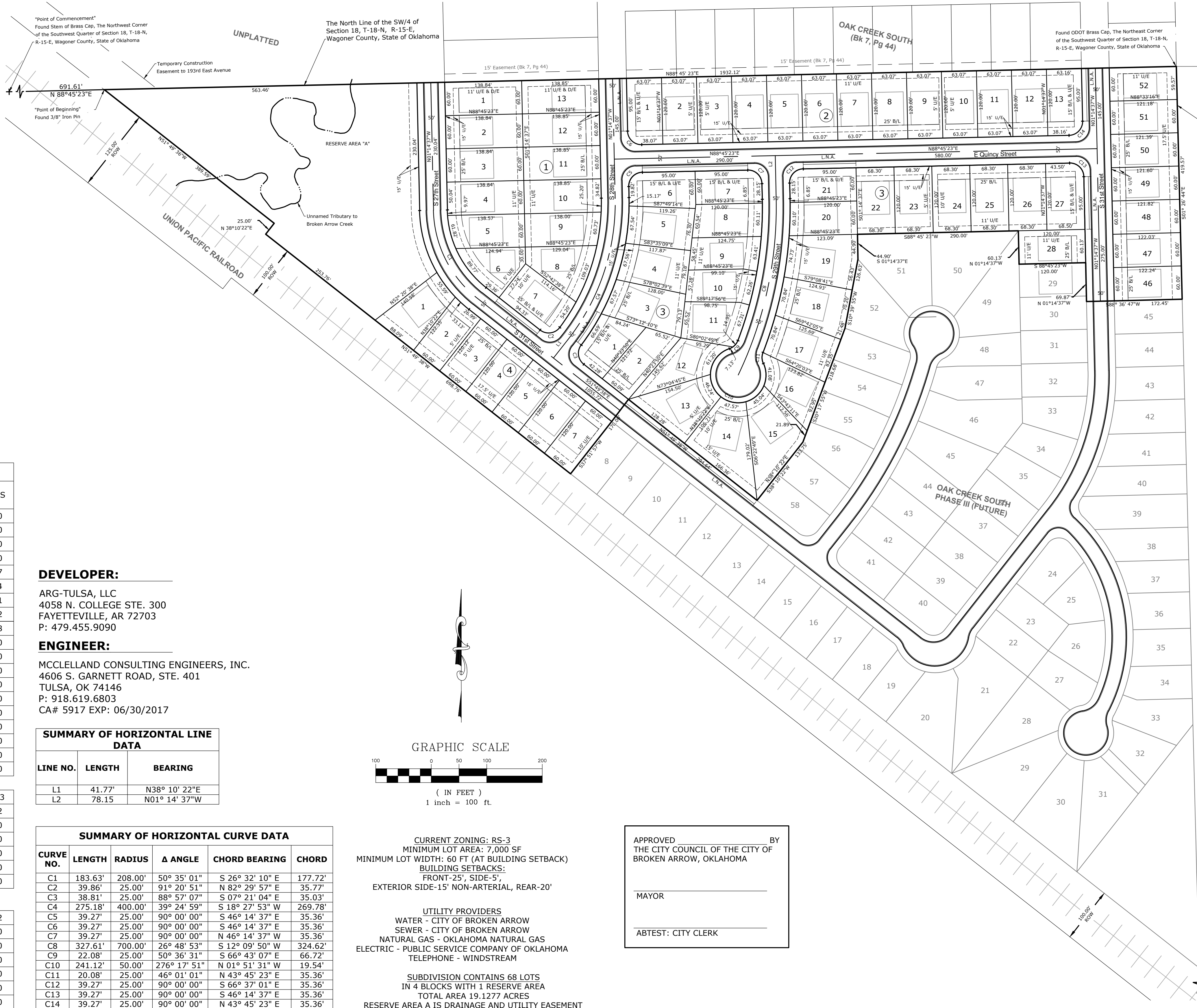
LOT SUMMARY			
LOT	BLOCK	LOT SQ. FT.	ADDRESS
10	3	7136.28	8330.70
11	3	8045.19	8330.70
12	3	8282.58	8330.70
13	3	10096.41	8329.80
14	3	12614.63	8012.47
15	3	12030.95	7008.54
16	3	7889.62	9147.01
17	3	9482.64	8150.42
18	3	10205.64	8060.98
19	3	11030.32	8323.60
20	3	7268.69	8330.70
21	3	7065.95	8330.70
22	3	8196.00	8330.70
23	3	8196.00	8330.70
24	3	8196.00	8330.70
25	3	8196.00	8330.70
26	3	8196.00	8330.70
27	3	8085.99	8330.70
28	3	7215.10	8330.70

1	4	9236.90	11913.63
2	4	7225.82	7225.82
3	4	7200.00	7200.00
4	4	7200.00	7200.00
5	4	7200.00	7200.00
6	4	7200.00	7200.00
7	4	7200.00	7200.00

46	4	7340.63	7225.82
47	4	7327.93	7200.00
48	4	7315.22	7200.00
49	4	7302.52	7200.00
50	4	7289.81	7200.00
51	4	7277.13	7200.00
52	4	7238.58	7200.00

## FINAL PLAT

A SUBDIVISION OF A PART OF THE NORTHEAST QUARTER (NE/4), OF THE SOUTHWEST QUARTER (SW/4), SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, INDIAN MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA.



Legend	
B/L	= Building Line
U/E	= Utility Easement
ROW	= Right of Way
L.N.A.	= Limits of No Access
---	= Building Line
---	= Easement
---	= Easement / Building Line

## DEVELOPER:

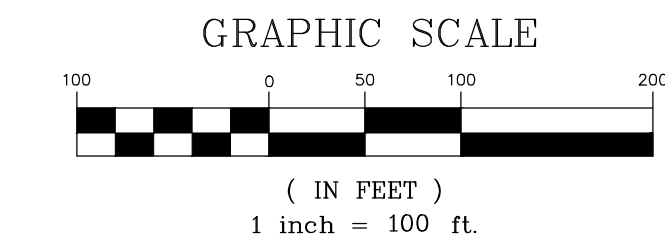
ARG-TULSA, LLC  
4058 N. COLLEGE STE. 300  
FAYETTEVILLE, AR 72703  
P: 479.455.9090

## ENGINEER:

MCLELLAND CONSULTING ENGINEERS, INC.  
4606 S. GARNETT ROAD, STE. 401  
TULSA, OK 74146  
P: 918.619.6803  
CA# 5917 EXP: 06/30/2017

SUMMARY OF HORIZONTAL LINE DATA		
LINE NO.	LENGTH	BEARING
L1	41.77'	N38° 10' 22"E
L2	78.15	N01° 14' 37"W

SUMMARY OF HORIZONTAL CURVE DATA					
CURVE NO.	LENGTH	RADIUS	Δ ANGLE	CHORD BEARING	CHORD
C1	183.63'	208.00'	50° 35' 01"	S 26° 32' 10" E	177.72'
C2	39.86'	25.00'	91° 20' 51"	N 82° 29' 57" E	35.77'
C3	38.81'	25.00'	88° 57' 07"	S 07° 21' 04" E	35.03'
C4	275.18'	400.00'	39° 24' 59"	S 18° 27' 53" W	269.78'
C5	39.27'	25.00'	90° 00' 00"	S 46° 14' 37" E	35.36'
C6	39.27'	25.00'	90° 00' 00"	S 46° 14' 37" E	35.36'
C7	39.27'	25.00'	90° 00' 00"	N 46° 14' 37" W	35.36'
C8	327.61'	700.00'	26° 48' 53"	S 12° 09' 50" W	324.62'
C9	22.08'	25.00'	50° 36' 31"	S 66° 43' 07" E	66.72'
C10	241.12'	50.00'	276° 17' 51"	N 01° 51' 31" W	19.54'
C11	20.08'	25.00'	46° 01' 01"	N 43° 45' 23" E	35.36'
C12	39.27'	25.00'	90° 00' 00"	S 66° 37' 01" E	35.36'
C13	39.27'	25.00'	90° 00' 00"	S 46° 14' 37" E	35.36'
C14	39.27'	25.00'	90° 00' 00"	N 43° 45' 23" E	35.36'



CURRENT ZONING: RS-3  
MINIMUM LOT AREA: 7,000 SF  
MINIMUM LOT WIDTH: 60 FT (AT BUILDING SETBACK)  
BUILDING SETBACKS:  
FRONT-25', SIDE-5'  
EXTERIOR SIDE-15' NON-ARTERIAL, REAR-20'

UTILITY PROVIDERS  
WATER - CITY OF BROKEN ARROW  
SEWER - CITY OF BROKEN ARROW  
NATURAL GAS - OKLAHOMA NATURAL GAS  
ELECTRIC - PUBLIC SERVICE COMPANY OF OKLAHOMA  
TELEPHONE - WINDSTREAM

SUBDIVISION CONTAINS 68 LOTS  
IN 4 BLOCKS WITH 1 RESERVE AREA  
TOTAL AREA 19.1277 ACRES  
RESERVE AREA 1 IS DRAINAGE AND UTILITY EASEMENT

APPROVED	BY
THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA	
MAYOR _____	
ABTEST: CITY CLERK _____	

CASE NO: \_\_\_\_\_

DEVELOPMENT NO: \_\_\_\_\_

PT16-113 Sheet 1 of 3  
Detention Determination # DD-102816-16  
Date of Preparation: MARCH 20 2017



CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT ARG-TULSA,LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, BEING THE OWNER AND DEVELOPER OF THE FOLLOWING-DESCRIBED PROPERTY LOCATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, TO-WIT:

SAID PROPERTY HAVING BEEN DULY PLATTED AS LOTS # \_\_\_\_\_-\_\_\_\_\_, (NAME OF PLATTED SUBDIVISION/ADDITION) , AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, AND HEREINAFTER REFERRED TO AS "OAK CREEK SOUTH PHASE II" ("THE SUBDIVISION"), THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("DECLARATION" OR "COVENANTS") BEING FOR THE BENEFIT OF DECLARANT AND EACH SUCCESSIVE OWNER OF ANY LOT WITHIN THE PROPERTY, AND TO PROVIDE FOR THE EFFICIENT PRESERVATION AND MAINTENANCE OF THE PROPERTY AND COMMON PROPERTY CONTAINED THEREIN, THE DECLARANT DESIRES TO IMPOSE UPON THE PROPERTY THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND CHARGES CONTAINED IN THIS DECLARATION AND, FURTHER, HEREBY CREATES THE OAK CREEK SOUTH PHASE II PROPERTY OWNERS ASSOCIATION ("ASSOCIATION") TO WHICH WILL BE DELEGATED AND ASSIGNED THE POWER AND OBLIGATION OF MAINTAINING THE PROPERTY AND COMMON PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS DECLARATION.

AND THE SAID DECLARANT, AS OWNER AND DEVELOPER OF SAID PROPERTY AND SUBDIVISION, DOES HEREBY STATE THAT THESE COVENANTS SHALL ESTABLISH COVENANTS RUNNING WITH THE LAND FOR THE PERIOD OF TIME HEREINAFTER SET FORTH, AS PROVIDED BY LAW, AND SHALL BE BINDING UPON ALL PURCHASERS AND OWNERS OF LOTS WITHIN THE SUBDIVISION, AND UPON SUCH OWNERS' HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND UPON ALL PERSONS CLAIMING UNDER THEM.

1. DEFINITIONS.

THE FOLLOWING WORDS, WHEN USED IN THESE COVENANTS OR ANY AMENDMENTS OR SUPPLEMENTS HERETO SHALL HAVE THE RESPECTIVE CONCEPTS AND MEANINGS SET FORTH BELOW:

"ASSOCIATION" SHALL MEAN AND REFER TO "(SUBDIVISION NAME) PROPERTY OWNERS ASSOCIATION".

"BOARD" OR "BOARD OF DIRECTORS" SHALL MEAN AND REFER TO THE BOARD OF DIRECTORS OF THE ASSOCIATION ELECTED IN ACCORDANCE WITH THE PROVISIONS OF THE BYLAWS OF THE ASSOCIATION.

"BUILDER" SHALL MEAN A RESIDENTIAL BUILDER LICENSED UNDER OKLAHOMA LAW.

"COMMON AREAS" SHALL MEAN AND REFER TO THE AREAS OF MUTUAL ENJOYMENT AND BENEFIT WITHIN THE SUBDIVISION AS IDENTIFIED ON THE PLAT AND TO ANY AND ALL OTHER AREAS WHICH SERVICE THE SUBDIVISION AND PROPERTY OR WHICH IS INTENDED FOR OR DEVOTED TO THE COMMON USE, SERVICE AND ENJOYMENT OF THE MEMBERS OF THE ASSOCIATION, INCLUDING BUT NOT LIMITED TO ALL SIDEWALKS, EASEMENTS, ENTRY-WAYS AND DRAINAGE RETENTION/DETENTION PONDS. THE ASSOCIATION SHALL HOLD SUCH TITLE TO THE COMMON PROPERTY AS SHALL BE CONSISTENT WITH THE OBJECTIVES ENVISIONED HEREIN AND SUBJECT TO THE EASEMENT RIGHTS HEREIN OF THE MEMBERS TO USE AND ENJOY THE COMMON PROPERTIES OR RECEIVE THE BENEFITS THEREFROM. THE DECLARANT RESERVES THE RIGHT TO AFFECT MINOR REDESIGNS OR RECONFIGURATIONS OF THE COMMON PROPERTY AND EXECUTE ANY OPEN SPACE DECLARATIONS APPLICABLE TO THE COMMON PROPERTY.

"DECLARANT" AND "DEVELOPER" SHALL MEAN AND REFER TO \_\_\_\_\_ AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ITS SUCCESSORS AND ASSIGNS.

"LOT" OR "LOTS" SHALL MEAN AND REFER TO ANY PLOT OR TRACT OF LAND WHICH IS PROPERLY IDENTIFIED OR DESIGNATED AS A LOT ON THE PLAT.

"MEMBER" OR "MEMBERS" SHALL MEAN AND REFER TO EACH OWNER OF A LOT.

"OWNER(S)" SHALL MEAN THE OWNER OF A LOT AND REFER TO EACH AND EVERY PERSON OR BUSINESS ENTITY WHO OR WHICH IS A RECORD OWNER OR SUBSEQUENTLY BECOMES A RECORD OWNER OF A FEE OR UNDIVIDED FEE INTEREST IN ANY LOT SUBJECT TO THESE COVENANTS.

"PLAT" SHALL REFER TO THE PLAT OF \_\_\_\_\_, FILED OF RECORD IN WAGONER COUNTY, ON \_\_\_\_\_, BOOK \_\_\_\_\_, PAGE\_\_\_\_\_.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; ADDITIONS.

(a) MEMBERSHIP. EVERY OWNER OF A LOT SHALL AUTOMATICALLY BE A MEMBER OF THE ASSOCIATION. IN THE EVENT THE OWNER OF A LOT IS A CORPORATION OR PARTNERSHIP, A PARTNER OR CORPORATE OFFICER SHALL BE DESIGNATED TO CAST THE VOTE ON BEHALF OF THE PARTNERSHIP OR CORPORATION.

(b) VOTING RIGHTS. THE ASSOCIATION SHALL HAVE ONE (1) CLASS OF MEMBERSHIP FOR PURPOSES OF VOTING. OWNERS SHALL BE ENTITLED TO ONE (1) VOTE FOR EACH LOT OWNED BY THE OWNER. NOTWITHSTANDING, THE DECLARANT SHALL HAVE FOUR (4) VOTES PER LOT ON ALL MATTERS UNTIL DECLARANT HAS CONVEYED 99% OF THE LOTS TO OTHER OWNERS (AT WHICH TIME THE DECLARANT SHALL HAVE ONE (1) VOTE PER LOT STILL OWNED).

(c) ELECTION OF BOARD OF DIRECTORS. IN ADDITION TO ALL OTHER RIGHTS AND PRIVILEGES GRANTED TO THE DECLARANT UNDER THIS DECLARATION, AND NOTWITHSTANDING ANY PROVISIONS OF THE BYLAWS TO THE CONTRARY, THE DECLARANT SHALL BE ENTITLED TO APPOINT ALL OF THE INITIAL MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION. THIS RIGHT SHALL CONTINUE UNTIL THE SOONER OF WHEN (1) THE DECLARANT FORMALLY TURNS OVER CONTROL TO THE ASSOCIATION, WHICH MAY BE

ACCOMPLISHED BY APPOINTING REPLACEMENT DIRECTORS CONSISTING OF LOT OWNERS OTHER THAN DECLARANT OR (2) THE DECLARANT NO LONGER HAS ANY OWNERSHIP INTEREST IN ANY LOTS.

(d) QUORUM, NOTICE AND VOTING REQUIREMENTS. THE QUORUM, NOTICE AND VOTING REQUIREMENTS OF AND PERTAINING TO THE ASSOCIATION ARE SET FORTH WITHIN THE BYLAWS OF THE ASSOCIATION AS THE SAME MAY BE AMENDED FROM TIME TO TIME. SUBJECT TO THE PROVISIONS OF SECTION (B) ABOVE AND ANY OTHER PROVISION TO THE CONTRARY SET OUT IN THESE COVENANTS OR THE BYLAWS, ANY ACTION BY OR ON BEHALF OF THE ASSOCIATION, EXCEPT FOR ACTIONS ALLOWED TO BE TAKEN BY THE BOARD OF DIRECTORS ALONE, MAY BE TAKEN WITH THE ASSENT GIVEN IN WRITING AND SIGNED BY MEMBERS WHO COLLECTIVELY HOLD OR CONTROL A MAJORITY OF THE OUTSTANDING VOTES OF THE ASSOCIATION.

(e) ADDITIONAL PROPERTY; AMENDMENT TO BE FILED. DECLARANT RESERVES THE RIGHT TO DEDICATE ANY ADDITIONAL PROPERTY IN THE PROJECT NOW OWNED OR SUBSEQUENTLY ACQUIRED BY DECLARANT OR ITS SUCCESSORS OR ASSIGNS TO THE ASSOCIATION ESTABLISHED HEREIN, AT DECLARANT'S OPTION, REGARDLESS OF WHETHER MANAGEMENT AND CONTROL OF THE ASSOCIATION HAS BEEN TURNED OVER TO A HOMEOWNER CONTROLLED BOARD OF DIRECTORS. IF DECLARANT CHOOSES TO DEDICATE FUTURE PROPERTY TO THE ASSOCIATION SAID DEDICATION SHALL BE CONTROLLED BY THE AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED FOR THAT ADDITION AS STATED IN THAT AMENDMENT WHICH WILL INCORPORATE SOME BUT NOT ALL OF THE PROVISIONS INCLUDED HEREWITH.

3. ASSESSMENTS.

(a) LIENS. EACH OWNER, EXCEPT FOR DECLARANT, OF ANY LOT, BY THE ACCEPTANCE OF A DEED THEREFORE, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED, COVENANTS AND AGREES TO PAY THE ASSOCIATION:

i. REGULAR ASSESSMENTS OR CHARGES FOR MAINTENANCE, TAXES AND INSURANCE ON COMMON AREAS AS HEREIN SET FORTH AND AS ESTABLISHED BY THE ASSOCIATION;

ii. SPECIAL ASSESSMENTS FOR CAPITAL OR OTHER IMPROVEMENTS OR ACQUISITIONS, WHICH ASSESSMENTS ARE TO BE ESTABLISHED AND COLLECTED AS HEREINAFTER PROVIDED;

iii. SPECIAL INDIVIDUAL ASSESSMENTS WHICH MIGHT BE LEVIED AGAINST INDIVIDUAL LOT OWNERS TO REIMBURSE THE ASSOCIATION FOR EXTRA COSTS FOR MAINTENANCE AND REPAIRS CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OF THE INDIVIDUAL OWNER, HIS FAMILY, GUESTS, OR INVITEES AND NOT CAUSED BY ORDINARY WEAR AND TEAR; AND

iv. INDIVIDUAL ASSESSMENTS AND FINES LEVIED AGAINST INDIVIDUAL LOT OWNERS FOR VIOLATION OF RULES AND REGULATIONS PERTAINING TO THE ASSOCIATION AND/OR COMMON PROPERTIES.

THE ANNUAL AND SPECIAL ASSESSMENTS, TOGETHER WITH INTEREST, COSTS AND REASONABLE ATTORNEY'S FEES REQUIRED TO COLLECT THE SAME, IF ANY, SHALL BE A CONTINUING LIEN AGAINST THE LOT OWNED BY THE PARTY FAILING TO MAKE THE PAYMENT AS DUE. ASSESSMENTS SHALL BE MADE PURSUANT TO THE BYLAWS OF THE ASSOCIATION

(a) PURPOSE. THE ASSESSMENTS LEVIED BY THE BOARD ON BEHALF OF THE ASSOCIATION SHALL BE USED TO ENHANCE THE NATURAL ENVIRONMENT, APPEARANCE AND BEAUTY OF THE SUBDIVISION, PROMOTE THE HEALTH, RECREATION, SAFETY, AND GENERAL WELFARE OF THE RESIDENTS, AND MAINTENANCE, REPAIR AND IMPROVEMENT THE COMMON PROPERTIES.

(b) DEPOSIT OF ASSESSMENTS. ALL SUMS FROM ASSESSMENTS OR RELATED PAYMENTS SHALL BE COLLECTED AND HELD BY THE ASSOCIATION AND SHALL BE USED FOR THE PURPOSES SET FORTH IN THESE COVENANTS AND THE BYLAWS OF THE ASSOCIATION.

(c) REGULAR ASSESSMENTS. THE ANNUAL ASSESSMENT PER LOT SHALL BE \_\_\_\_\_. THEREAFTER, THE ASSESSMENT RATE SHALL BE SET BY A VOTE OF THE BOARD OF DIRECTORS OF THE ASSOCIATION. THE BOARD SHALL GIVE NOTICE TO ALL MEMBERS AT LEAST THIRTY (30) DAYS IN ADVANCE OF THE DATE ALL REGULAR OR SPECIAL ASSESSMENTS ARE DUE. ALL REGULAR ASSESSMENTS SHALL BE COLLECTED IN ADVANCE AND SHALL BE DUE ON OR BEFORE JANUARY 1 FOR THE YEAR IT IS DUE OR WHATEVER OTHER DATE AS AMENDED BY THE BOARD. THE BOARD OF DIRECTORS MAY NOT INCREASE THE ANNUAL ASSESSMENTS BY MORE THAN TEN PERCENT (10%) OVER THE PREVIOUS YEAR'S ASSESSMENT WITHOUT THE APPROVAL OF A MAJORITY OF THE LOT OWNERS TO RAISE THEIR ASSESSMENTS.

(d) SPECIAL ASSESSMENTS. IN ADDITION TO THE REGULAR ASSESSMENTS AUTHORIZED ABOVE, THE BOARD MAY LEVY IN ANY ASSESSMENT YEAR A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING IN WHOLE OR IN PART THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF ANY CAPITAL IMPROVEMENTS OR EASEMENTS WITHIN THE SUBDIVISION. THE DECISION TO MAKE THE SPECIAL ASSESSMENT AND THE AMOUNT OF THE SPECIAL ASSESSMENT SHALL BE MADE IN ACCORDANCE WITH THE BYLAWS OF.

(e) EFFECT OF NONPAYMENT. IF ANY ASSESSMENT OR FINE OR ANY PART THEREOF IS NOT PAID ON THE DATES WHEN DUE, THEN THE UNPAID AMOUNT OF SUCH ASSESSMENT SHALL BE CONSIDERED DELINQUENT AND SHALL, TOGETHER WITH ANY LATE CHARGE AND INTEREST THEREON AT THE RATE OF 18% PER ANNUM, AND COSTS OF COLLECTION THEREOF, THEREUPON BECOMING A CONTINUING DEBT SECURED BY A SELF-EXECUTING LIEN ON THE LOT OF THE NON-PAYING OWNER WHICH SHALL BIND SUCH LOT IN THE HANDS OF THE OWNER AND OWNER'S HEIRS, EXECUTORS, ADMINISTRATORS,

DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS. THE BOARD SHALL HAVE THE RIGHT TO REJECT PARTIAL PAYMENTS OF AN UNPAID ASSESSMENT AND DEMAND THE FULL PAYMENT THEREOF. THE LIEN FOR UNPAID ASSESSMENTS SHALL BE UNAFFECTED BY ANY SALE OR ASSIGNMENT OF A LOT AND SHALL CONTINUE IN FULL FORCE AND EFFECT. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR ANY ASSESSMENT PROVIDED HEREIN BY NON-USE OF THE COMMON AREAS OR ABANDONMENT OF THE LOT OR HOUSE

ALL LIENS FILED FOR THE NON-PAYMENT OF ASSESSMENTS AND DUES SHALL AUTOMATICALLY, WHETHER SO STATED OR NOT, SHALL RENEW ANNUALLY AND INCLUDE ALL UNPAID ASSESSMENTS, ANNUAL DUES, COSTS AND EXPENSES AUTHORIZED HEREIN AND BY OPERATION OF LAW, FROM THE DATE OF FILING, UNTIL PAID, WITHOUT THE NECESSITY OF FILING ADDITIONAL OR AMENDED ASSESSMENT LIEN STATEMENTS.

(f) COLLECTION. NO SET-OFF SHALL BE ALLOWED TO ANY LOT OWNER FOR REPAIRS OR IMPROVEMENTS, OR FOR SERVICES CONTRACTED FOR BY ANY LOT OWNER WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF THE BOARD. THE BOARD SHALL BE ENTITLED TO COLLECT FROM THE LOT OWNER ALL LEGAL COSTS, INCLUDING A REASONABLE ATTORNEY'S FEE INCURRED BY THE ASSOCIATION IN CONNECTION WITH OR INCIDENTAL TO THE COLLECTION OF SUCH ASSESSMENT, OR IN CONNECTION WITH THE ENFORCEMENT OF THE LIEN RESULTING THEREFROM. THE LIEN OF THE ASSESSMENTS SHALL BE SUBORDINATE TO THE LIEN OF ANY BONA FIDE FIRST MORTGAGE UPON A LOT.

4. DUTIES AND POWERS OF ASSOCIATION.

THE AFFAIRS OF THE ASSOCIATION SHALL BE CONDUCTED BY ITS BOARD. IN ADDITION TO THE DUTIES AND POWERS OF THE ASSOCIATION AS SET FORTH IN THE BYLAWS, OR AS HEREINABOVE SET FORTH, AND IN ORDER TO CARRY OUT THE OBLIGATIONS OF THE ASSOCIATION, THE BOARD SHALL HAVE THE FOLLOWING RIGHTS AND POWERS AND MAY PROVIDE FOR AND PAY FOR, OUT OF ASSESSMENTS, THE MEANS TO EXERCISE THE FOLLOWING RIGHTS AND POWERS:

(a) MAINTAIN AND OTHERWISE MANAGE ALL THE COMMON AREAS AND ALL IMPROVEMENTS AND LANDSCAPING ON THE COMMON AREAS AND AT THE ENTRANCES TO THE SUBDIVISION, INCLUDING PROVISION FOR TAXES, INSURANCE AND UTILITIES WHICH PERTAIN TO COMMON AREAS.

(b) HIRE LEGAL AND ACCOUNTING SERVICES TO SERVE THE ASSOCIATION.

(c) OBTAIN AND MAINTAIN SUCH POLICY OR POLICIES OF INSURANCE AS THE ASSOCIATION MAY DEEM NECESSARY OR DESIRABLE IN PROTECTING THE INTEREST OF THE ASSOCIATION AND ITS MEMBERS.

(d) AUTHORITY TO EMPLOY A MANAGER OR OTHER PERSON UNDER CONTRACT WITH INDEPENDENT CONTRACTORS OR MANAGING AGENTS TO PERFORM ALL OR ANY PART OF THE DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION INCLUDING A YARD MAINTENANCE SERVICE.

(e) PROVIDE MATERIALS OR OTHER SUPPLIES OR SERVICES WHICH THE BOARD MAY BE REQUIRED TO OBTAIN OR PAY FOR PURSUANT TO THESE COVENANTS FOR THE BENEFIT OF THE ASSOCIATION.

(f) TO ENTER INTO CONTRACTS, MAINTAIN ONE (1) OR MORE BANK ACCOUNTS AND GENERALLY TO HAVE ALL POWERS NECESSARY OR INCIDENTAL TO THE OPERATION AND MANAGEMENT OF THE ASSOCIATION.

(g) TO EXECUTE ALL DECLARATIONS OF OWNERSHIP FOR TAX ASSESSMENT PURPOSES AS NECESSARY.

(h) TO MAKE REASONABLE RULES AND REGULATIONS FOR THE OPERATION OF THE COMMON PROPERTIES AND TO AMEND THESE COVENANTS FROM TIME TO TIME.

5. LIMITATION ON LIABILITY.

THE ASSOCIATION SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE ASSOCIATION SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE ASSOCIATION OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE ASSOCIATION OR OTHERWISE. NEITHER THE DECLARANT, THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS NOR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

6. PROPERTY RIGHTS IN THE COMMON AREAS.

(a) MEMBERS' RIGHTS. EVERY MEMBER AND THEIR FAMILY MEMBERS HAS THE NONEXCLUSIVERIGHT TO BENEFIT FROM, USE AND ENJOY THE COMMON AREAS SUBJECT TO ALL APPLICABLE CODES AND ORDINANCES, INCLUDING WITHOUT LIMITATION THE RIGHT TO BENEFIT FROM ANY SERVICES, WHETHER UTILITY OR OTHERWISE, THAT THE COMMON AREA OFFERS. SUCH RIGHT IS AN APPURTENANCE TO THE PROPERTY AND PASSES WITH THE TITLE TO EVERY LOT; PROVIDED, HOWEVER, IT DOES NOT GIVE SUCH PERSON (EXCLUDING THE DECLARANT) THE RIGHT TO MAKE ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMON AREA.

(b) TITLE TO THE COMMON AREAS. THE DECLARANT MAY CONVEY TITLE TO THE COMMON AREAS TO THE ASSOCIATION, OR IN THE CASE WHERE EASEMENTS CONSTITUTE PART OF THE COMMON AREAS, DECLARANT MAY ASSIGN AND TRANSFER SUCH EASEMENTS TO THE ASSOCIATION, SUBJECT TO THE LIEN OF TAXES AND ASSESSMENTS FOR THE CURRENT YEAR NOT YET DUE AND PAYABLE, UTILITY EASEMENTS, PIPELINES, SET-BACK LINES, MINERAL INTERESTS AND OTHER RESTRICTIONS OF RECORD. UPON SUCH

CONVEYANCE, THE RIGHTS, OBLIGATIONS AND LIABILITIES WITH RESPECT TO ANY SUCH COMMON AREAS SHALL BELONG SOLELY TO THE ASSOCIATION.

(c) EXTENT OF MEMBERS' RIGHTS IN COMMON AREAS. THE RIGHTS AND EASEMENTS CREATED HEREBY SHALL BE SUBJECT TO THE FOLLOWING:

i. ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES, ORDINANCES AND RESTRICTIONS, WITH SPECIFIC REGARD TO CONSTRUCTION LIMITATIONS AND MAINTENANCE REQUIREMENTS AS SET FORTH HEREIN OR OTHERWISE.

ii. THE RIGHT OF THE BOARD TO PRESCRIBE OR TO ENACT REGULATIONS GOVERNING THE USE, OPERATION, AND MAINTENANCE OF THE COMMON AREAS.

iii. THE RIGHT OF THE ASSOCIATION IN ACCORDANCE WITH ITS BYLAWS TO BORROW MONEY FOR THE PURPOSE OF IMPROVING, MAINTAINING AND SERVICING COMMON AREAS AND FACILITIES.

iv. THE RIGHT OF THE ASSOCIATION AS MAY BE PROVIDED BY ITS BYLAWS TO SUSPEND THE VOTING RIGHTS OF ANY MEMBER AND TO SUSPEND THE RIGHT OF ANY INDIVIDUAL TO USE ANY OF THE COMMON AREAS FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST A LOT OWNED BY SUCH MEMBER REMAINS UNPAID, INCLUDING THE RIGHT TO SEEK REIMBURSEMENT OR DAMAGES FROM THE DELINQUENT MEMBER THEREFOR.

v. THE RIGHT OF THE ASSOCIATION TO DEDICATE OR TRANSFER ALL OR ANY PART OF THE COMMON AREAS TO ANY PUBLIC AGENCY, AUTHORITY OR UTILITY FOR SUCH PURPOSES AND UPON SUCH CONDITIONS AS THE BOARD OF THE ASSOCIATION MAY DETERMINE IN ITS SOLE DISCRETION.

7. MAINTENANCE OF COMMON AREAS.

(a) ASSOCIATION'S RESPONSIBILITY.

i. THE ASSOCIATION SHALL MAINTAIN AND KEEP IN GOOD REPAIR, SERVICE, CONDITION, AND FUNCTION THE COMMON AREAS, INCLUDING THE SIDEWALKS AND ENTRANCES. THE MAINTENANCE OF THE COMMON AREAS SHALL INCLUDE, WITHOUT LIMITATION, MAINTENANCE, REPAIR, REPLACEMENT, PLANTING, SODDING, AND ALL OTHER NECESSARY MAINTENANCE AND REPAIRS OF WHATSOEVER NATURE AS MAY BE REQUIRED BY CITY, STATE OR FEDERAL CODE OR ORDINANCE WITH RESPECT TO THE COMMON AREAS AND THE FACILITIES RELATED THERETO.

ii. THE COST TO THE ASSOCIATION OF MAINTAINING THE COMMON AREAS SHALL BE ASSESSED EQUALLY AMONG THE MEMBERS AS PART OF THE ASSESSMENTS PURSUANT TO THE PROVISIONS OF THESE COVENANTS, EXCEPT AS OTHERWISE STATED HEREIN.

8. EASEMENTS.

OTHER THAN FOR PRIMARY SERVICE OF THE SUBDIVISION AND WITHIN PLATTED EASEMENTS, THERE SHALL BE NO ABOVE-GROUND SERVICE FOR UTILITIES EXCEPT THOSE LINES OR POLES THAT SHALL BE APPROVED, IN WRITING, BY A MAJORITY VOTE OF THE BOARD. EACH OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF UNDERGROUND UTILITIES LOCATED ON HIS OR HER LOT AND SHALL PREVENT AND BE PRECLUDED FROM ANY ALTERATION OF GRADE OR CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID UTILITIES.

9. USE AND DIVISION OF LOTS.

NO LOT MAY BE DIVIDED OR SPLIT. THE SUBDIVISION (AND EACH LOT SITUATED THEREIN) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS

(a) RESIDENTIAL LOTS. ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING CONSISTING OF NOT LESS THAN 1,100 SQUARE FEET OF HEATED AND COOLED FINISHED SPACE SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY THE CITY. NO BUILDING OR STRUCTURE INTENDED FOR OR ADOPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY, BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

(b) RESIDENTIAL PURPOSES. BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

- (c) SUBMISSION OF PLANS. IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFULAND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.
- (d) MINIMUM SQUARE FOOTAGE. THE MINIMUM HEATED AND COOLED SQUARE FOOTAGE FOR ANY SINGLE FAMILY HOME CONSTRUCTION ON THE LOT WITHIN THE SUBDIVISION SHALL BE 1,100 SQUARE FEET, EXCLUDING GARAGES AND UNHEATED PORCHES.
- (e) ARCHITECTURAL REQUIREMENTS.
- i. EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
- ii. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
- iii. ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE GREY OR BLACK IN COLOR, PREFERABLY WEATHERWOOD. DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE ARC
- (f) ADDITIONS TO EXISTING STRUCTURES. ALL ADDITIONS SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SET-BACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY THE HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.
- (g) SURFACE DRAINAGE. EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSERVED 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.
- (h) GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS. ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A PRIVATE GARAGE TO ACCOMMODATE A MINIMUM OF ONE (1) AUTOMOBILE. NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLINGAND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MUST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO ANY EXISTING STRUCTURE.
- (i) TEMPORARY STRUCTURES. NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.
- (j) FENCES. NO FENCE SHALL BE CONSTRUCTED ON ANY SAID LOT IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY SAID LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE SIDE SET-BACK LINE TOWARD THE STREET EXCEPT FOR THE COMMUNITY ENTRY. ANY PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT. ALL FENCES SHALL BE SIX FOOT (6') WOOD PRIVACY FENCING AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED.
- (k) MAILBOXES. ALL MAILBOXES SHALL BE APPROVED BY THE UNITED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.
- (l) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON

ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, RESALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.

- (m) PARKED VEHICLES. ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR A PERIOD IN EXCESS OF ONE (1) DAY. IT IS THE INTENTION OF THE DECLARANT THAT, EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE THAT ALL PARKING SHALL BE IN DRIVEWAYS AND NOT ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED ON THE STREET FOR MORE THAN TWO (2) CONSECUTIVE DAYS AND SHALL NOT BE PARKED OVERNIGHT ON A STREET. ANY VIOLATION OF THIS SECTION MAY RESULT IN A TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE PER MUNICIPAL REGULATIONS. NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.
- (n) APPEARANCE OF LOT. ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOWED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARDS OF ANY LOT. THE BOARD ANDCOMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED.
- (o) RECREATIONAL VEHICLES AND ACCESSORIES. NO BOATS, TRAILERS, RECREATIONAL VEHICLES, AND VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY WILL FIT ENTIRELY INTO A PRIVATE GARAGE.
- (p) STORAGE AND CONSTRUCTION MATERIALS. CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS MAY BE REASONABLY NECESSARY.
- (q) GARBAGE/DUMPING. DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS THAT SHALL BE LOCATED AT THE REAR OF EACH RESIDENTIAL UNIT OR ENCLOSED GARAGES AND MUST BE OUT OF SIGHT FROM THE STREET. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.
- (r) MODEL HOME AND CONSTRUCTION FACILITIES. MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES NINETY-EIGHT PERCENT (98%) OCCUPANCY.
1. NUISANCES.
- NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON PROPERTY OR EASEMENT AREAS, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE REMAINING OWNERS OR THEIR TENANTS OR LICENSEES OR ANY OF THEM, WHICH SHALL IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OF THE OWNERS, TENANTS, OR LICENSEES OF HIS RESPECTIVE RESIDENCE OF LOT OR WHICH SHALL IN ANY WAY INCREASE THE RATE OF INSURANCE FOR THE PROPERTY.
2. REGULATIONS.
- REASONABLE REGULATIONS CONCERNING THE USE OF THE PROPERTY, INCLUDING COMMON AREAS AND ALL OTHER AREAS WHICH THE ASSOCIATION MAINTAINS, REGARDLESS OF FEE OWNERSHIP, MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE ASSOCIATION.
3. ENFORCEMENT OF OBLIGATIONS; MISCELLANEOUS.
- (b) EACH OWNER SHALL BE GOVERNED BY AND SHALL COMPLY WITH THE TERMS OF THESE COVENANTS AND THE BYLAWS OF THE ASSOCIATION. UPON FAILURE OF AN OWNER TO SO COMPLY, THE DECLARANT, THE ASSOCIATION, ANY MORTGAGEES HAVING A FIRST LIEN, OR OTHER OWNERS SHALL HAVE THE RIGHT TO INSTITUTE LEGAL PROCEEDINGS, AND THE PREVAILING PARTY SHALL BE ENTITLED TORECOVER ITS OR HIS LEGAL COSTS, INCLUDING REASONABLE ATTORNEY'S FEES. THE FAILURE OF ANY OF THE FOREGOING NAMED ENTITIES OR PERSONS TO ENFORCE ANY RIGHT, REQUIREMENT, RESTRICTION, COVENANT, OR OTHER PROVISION OF THE HEREINABOVE NAMED DOCUMENTS, SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO SEEK JUDICIAL REDRESS AGAINST SUBSEQUENT NONCOMPLIANCE THEREWITH.
- (c) FINES. THE ASSOCIATION MAY LEVY REASONABLE CHARGES, AS AN INDIVIDUAL ASSESSMENT, AGAINST AN OWNER AND HIS LOT IF THE OWNER OR RESIDENT, OR THE OWNER OR RESIDENT'S FAMILY, GUESTS, EMPLOYEES, AGENTS, OR CONTRACTORS VIOLATE A PROVISION OF THE DOCUMENTS. FINES MAY BE LEVIED FOR EACH ACT OF VIOLATION OR FOR EACH DAY A VIOLATION CONTINUES, AND DO NOT CONSTITUTE A WAIVER OR DISCHARGE

OF THE OWNERS OBLIGATIONS UNDER THE DOCUMENTS.

- (d) ANY AND ALL OF THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE DECLARANT DURING SUCH PERIOD THAT THE DECLARANT IS THE RECORD OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THESE COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERTY EXECUTED BY THE DECLARANT (DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS, THE INSTRUMENT EXECUTED BY THE DECLARANT SHALL PREVAIL DURING THE TIME OF THE DECLARANT'S OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.
- (e) NOTICE. ANY NOTICE REQUIRED TO BE GIVEN TO ANY MEMBER OR OWNER SHALL DEEMED TO HAVE BEEN PROPERLY DELIVERED WHEN DEPOSITED IN THE UNITED STATES MAIL, POSTAGE PRE-PAID, ADDRESSED TO THE LAST-KNOWN ADDRESS OF THE PERSON WHO APPEARS AS THE MEMBER OR OWNER ON THE RECORDS OF THE COUNTY AT THE TIME OF SUCH MAILING.
- (f) DISPUTES. MATTERS OF DISPUTE OR DISAGREEMENT BETWEEN OWNERS WITH RESPECT TO INTERPRETATION OR APPLICATION OF THE PROVISIONS OF THESE COVENANTS SHALL BE DETERMINED BY THE DECLARANT. THESE DETERMINATIONS (ABSENT ARBITRARY AND CAPRICIOUS CONDUCT OR GROSS NEGLIGENCE) SHALL BE FINAL AND BINDING UPON ALL OWNERS.
- (g) THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THE LAND AND THE PROPERTY FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE THIS INSTRUMENT IS RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN-OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.
- (h) IF ANY PROVISION OF THIS DECLARATION OR ANY SECTION, CLAUSE, PHRASE, WORK OR APPLICATION THEREOF IN ANY CIRCUMSTANCE IS HELD TO BE INVALID, THE VALIDITY OF THE REMAINDEROF THESE COVENANTS AND OF THE APPLICATION OF THE REMAINING PROVISIONS SHALL NOT BE AFFECTED THEREBY.

I, (SURVEYOR'S NAME), 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 OAK CREEK SOUTH PHASE II, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

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

\_\_\_\_\_  
(SURVEYOR'S NAME)  
LICENSED LAND SURVEYOR  
OKLAHOMA NO. (LICENSE NUMBER)

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF WAGONER )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED (NAME), 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.

\_\_\_\_\_  
NOTARY PUBLIC

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

ENGINEERING CERTIFICATION

I, STEVEN HOLLABAUGH, HAVE TO THE BEST OF MY ABILITY DESIGNED THIS SUBDIVISION IN ACCORDANCE WITH THE LAND SUBDIVISION CODE OF THE CITY OF BROKEN ARROW WITH WHICH I AM COMPLETELY FAMILIAR AND IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

\_\_\_\_\_  
STEVEN HOLLABAUGH PE# 27230

IN WITNESS WHEREOF, \_\_\_\_\_, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS AUTHORITY TO CAUSE THESE PRESENTS TO BE DULY EXECUTED BY THE UNDERSIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(DECLARANT NAME)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF WAGONER )

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE \_\_\_\_\_ OF \_\_\_\_\_ AND WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
FILING NO. \_\_\_\_\_

MY COMMISSION EXPIRES:

\_\_\_\_\_  
(SEAL)

CASE NO: \_\_\_\_\_ DEVELOPMENT NO: \_\_\_\_\_



# City of Broken Arrow

## Fact Sheet

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**File #: 17-2026, Version: 1**

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### Broken Arrow Planning Commission

04-13-2017

**To:** Chairman and Commission Members  
**From:** Development Services Department  
**Title:** Approval of PT17-100, Conditional Final Plat, Kum & Go 1866 Addition, 1 lot, 3.07 acres, A-CG to CG/PUD-94, northeast corner of Omaha Street and Aspen Avenue

#### Background:

**Applicant:** Crafton, Tull & Associates, Inc.  
**Owner:** REIP, LLC  
**Developer:** REIP, LLC  
**Engineer:** Crafton, Tull & Associates, Inc.  
**Location:** Northeast corner of Omaha Street and Aspen Avenue  
**Size of Tract:** 3.07  
**Number of Lots:** 1  
**Present Zoning:** A-CG to CG/PUD-94  
**Comp Plan:** Level 4 (Commercial/Employment Node)

The conditional final plat for Kum & Go 1866 Addition is located on the northeast corner of Omaha Street and Aspen Avenue. The proposed development includes 1 lot on 3.07 acres. The property is presently undeveloped and unplatted. Applicant wants to construct a new Kum & Go convenience store on the property.

BAZ-1236, a request to rezone this property from A-CG to CG/PUD-94 was conditionally approved by the Broken Arrow City Council on November 16, 1995, subject to the property being platted. Each portion of PUD -94 has been platted as the property develops. The property associated with PT17-100 is currently zoned A-CG (Annexed Commercial General) but will be changed to CG (Commercial General)/PUD-94 upon the property being platted.

Water and sanitary sewer service to this property will be provided by the City of Broken Arrow. According to the FEMA maps, none of the property is located in a 100-year floodplain area.

**Attachments:** Checklist  
Conditional Final Plat and Covenants  
Site Plan

**Recommendation:**

Staff recommends PT17-100, conditional final plat for Kum & Go 1866 Addition, be approved, subject to the attached checklist.

**Reviewed By: Larry R. Curtis**

**Approved by: Michael W. Skates**

MWS:ALY/BDM

# **BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST**

## **PLAT INFORMATION**

NAME OF PLAT: Kum & Go 1866 Addition

CASE NUMBER: PT17-100

RELATED CASE NUMBERS: PUD-94

COUNTY: Tulsa

SECTION/TOWNSHIP/RANGE: 27-19-14

GENERAL LOCATION: Northeast corner of Omaha Street and Aspen Avenue

CURRENT ZONING: A-CG, Vacant

SANITARY SEWER BASIN: Haikey Creek

STORM WATER DRAINAGE BASIN: Ford Creek

ENGINEER: Crafton Tull & Associates, Attn: Chris Cloyde

ENGINEER ADDRESS: 220 E. 8<sup>th</sup> Street  
Tulsa, OK 74119

ENGINEER PHONE NUMBER: 918-584-0347

DEVELOPER: REIP, LLC, Attn: Coleman Robison

DEVELOPER ADDRESS: 525 S. Main, Ste. 700  
Tulsa, OK 74103

DEVELOPER PHONE NUMBER: 918-585-9211

## **PRELIMINARY PLAT**

APPLICATION MADE: January 6, 2017

TOTAL ACREAGE: 2.07

NUMBER OF LOTS: 1

TAC MEETING DATE: February 7, 2017

PLANNING COMMISSION MEETING DATE: February 9, 2017

COMMENTS:

1. \_\_\_\_ Add address as assigned by the City of Broken Arrow.
2. \_\_\_\_ The dimension for the east property (310.17') plus the right-of-way dimension (56.5') do not equal the total dimension shown (366.57'). Please resolve.
3. \_\_\_\_ Provide certificate of authorization number for engineer and surveyor.
4. \_\_\_\_ Place case number (PT17-100) in lower right corner of plat.
5. \_\_\_\_ Remove "?" in detention legal description.
6. \_\_\_\_ Remove the 50' building line along the north boundary unless this is intended to be a private restriction. If it is to be a private restriction, it needs to be described as such in the covenants and enforcement of such shall be the responsibility of the private property owner. In addition, remove the 15' building line along the east boundary. The 17.5' utility easement along the east boundary will govern the building setback.
7. \_\_\_\_ Change street names on the location map to show the Broken Arrow names first: Dearborn Street (41<sup>st</sup> Street), Omaha Street (51<sup>st</sup> Street), Aspen Avenue (145<sup>th</sup> E Avenue). Eastern most boundary should be Elm Place (161<sup>st</sup> E Avenue) not Lynn Lane. Likewise, on the plat, show Broken Arrow street name first with County street name in parenthesis.
8. \_\_\_\_ The certificate of approval box in the top left corner lists Bixby. Change the city name to Broken Arrow.
9. \_\_\_\_ Darken the following: POC, POB, and Section Lines.
10. \_\_\_\_ Bearing on 9-foot leg needs second direction to make it work
11. \_\_\_\_ Closure could be better
12. \_\_\_\_ The legend defines "SIP", but none are shown on the plat. The plat shows "FIP", but is not defined in the legend. Please resolve.
13. \_\_\_\_ If any existing easements are to be closed, they will need to go through the easement closure process prior to the plat being recorded.
14. \_\_\_\_ Add the detention determination number, DD-101816-15, to the face of the plat.

## **CONDITIONAL FINAL PLAT**

NAME OF CONDITIONAL FINAL PLAT: Kum & Go 1866 Addition

APPLICATION MADE: March 13, 2017

TOTAL ACREAGE: 3.07 acres  
NUMBER OF LOTS: 1  
TAC MEETING DATE: April 11, 2017  
PLANNING COMMISSION MEETING DATE: April 13, 2017  
CITY COUNCIL MEETING DATE: May 2, 2017  
COMMENTS:

15. \_\_\_\_\_ On the final plat, delete site plan type information such as "(Asphalt)" and the pavement areas. Plat should show only plat related items (i.e. lot lines, building setbacks, and easements). If there is a line on the plat, it needs to be identified as to what it represents.
16. \_\_\_\_\_ Show the street names without screening and use a larger font.
17. \_\_\_\_\_ Delete the portion of the 50-foot building line setback that goes into the 17.5-foot utility easement along the east boundary.
18. \_\_\_\_\_ Since the properties on the south side of Omaha Street and on the west side of Aspen Avenue have been platted, the reference to the "24.75' Stat. R/W" is not accurate, please correct.
19. \_\_\_\_\_ According to the Subdivision Regulations, the lot dimensions are to be in feet to hundredths, please correct as needed.
20. \_\_\_\_\_ Add the statement of City Council approval and certificates of compliance.
21. \_\_\_\_\_ Add the symbol and description of "ESMT." to the legend.
22. \_\_\_\_\_ The conditional final plat and the "no exceptions taken" engineering drawing must agree with respect to Limits of Access and No Access, easement both internal and external, reserve area, traffic control medians, street layouts, rights-of-way, etc. Please provide a written statement (e-mail statement is acceptable) that the conditional final plat agrees with the "no exceptions taken" engineering plans in these areas.

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## **CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT**

### LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

\_\_\_\_\_ NATURAL GAS COMPANY APPROVAL  
\_\_\_\_\_ ELECTRIC COMPANY APPROVAL  
\_\_\_\_\_ TELEPHONE COMPANY APPROVAL  
\_\_\_\_\_ CABLE COMPANY APPROVAL

### CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

\_\_\_\_\_ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH  
\_\_\_\_\_ OKLAHOMA CORPORATION COMMISSION, CAROL COLLETT 405-521-2108

### DEVELOPMENT SERVICES/ENGINEERING APPROVAL

\_\_\_\_\_ STORMWATER PLANS, APPROVED ON:  
\_\_\_\_\_ PAVING PLANS, APPROVED ON:  
\_\_\_\_\_ WATER PLANS, APPROVED ON:  
\_\_\_\_\_ SANITARY SEWER PLANS, APPROVED ON:  
\_\_\_\_\_ SEWAGE DISPOSAL PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON:  
\_\_\_\_\_ WATER PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: \_\_\_\_\_  
\_\_\_\_\_ IS A SIDEWALK PERFORMANCE BOND DUE? \_\_\_\_\_ HAVE THEY BEEN SUBMITTED? \_\_\_\_\_  
\_\_\_\_\_ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER AND PAVING? (CIRCLE APPLICABLE) \_\_\_\_\_ HAVE THEY BEEN SUBMITTED? \_\_\_\_\_  
\_\_\_\_\_ ENGINEERING DEPARTMENT/DEVELOPMENT SERVICES REVIEW COMPLETE ON: \_\_\_\_\_

### PLANNING DEPARTMENT APPROVAL

\_\_\_\_\_ ADDRESSES REVIEWED AND APPROVED  
\_\_\_\_\_ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?  
\_\_\_\_\_ PLANNING DEPARTMENT REVIEW COMPLETE ON:  
\_\_\_\_\_ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:  
\_\_\_\_\_ FINAL PLAT SENT TO PROJECT ENGINEER FOR FINAL REVIEW ON:



## FEES

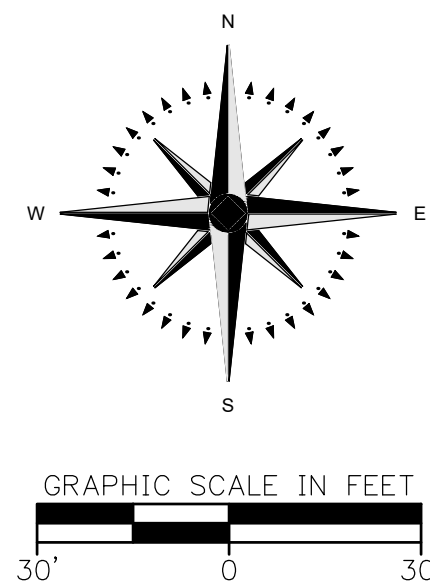
_____	FINAL PLAT PROCESSING FEE	\$ _____
_____	WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
_____	EXCESS SEWER CAPACITY FEE	\$ _____
_____	ACCELERATION/DECELERATION LANES ESCROW	\$ _____
_____	WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
_____	SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
_____	STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
_____	DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
_____	REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
_____	REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
_____	STREET SIGNS, LIGHTS, ETC.	\$ _____
_____	STORM WATER FEE-IN-LIEU OF DETENTION	\$ _____

**TOTAL FEE(S)** \$ \_\_\_\_\_

## FINAL PROCESSING OF PLAT

\_\_\_\_\_ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE  
\_\_\_\_\_ FEES PAID ON: \_\_\_\_\_ IN THE AMOUNT OF: \_\_\_\_\_  
\_\_\_\_\_ DEVELOPMENT ENGINEER PICK UP FINAL PLAT FOR FILING  
\_\_\_\_\_ 6 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT  
\_\_\_\_\_ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

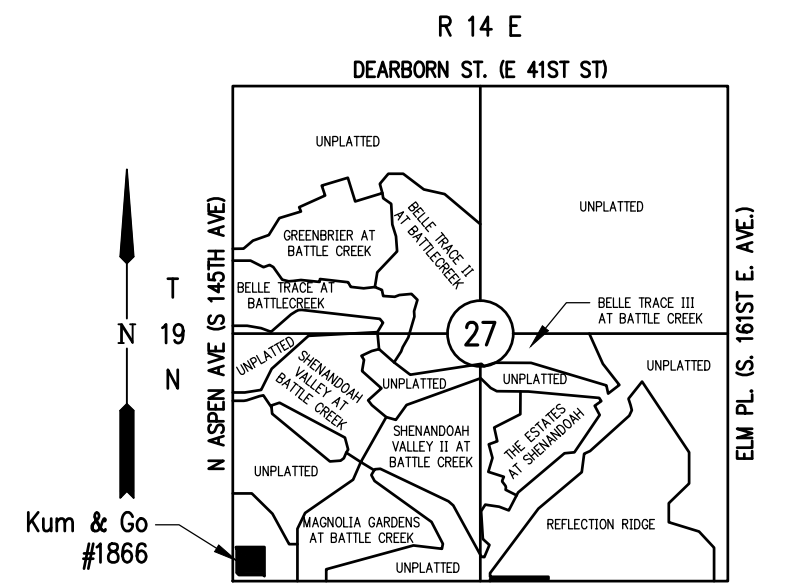
BY CITY MANAGER - CITY CLERK



**A SUBDIVISION WITHIN BATTLE CREEK PUD (PUD 94) TO THE CITY OF BROKEN ARROW,  
TULSA COUNTY, STATE OF OKLAHOMA,**

**A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN**  
**3.07 ACRES, 1 LOT, 1 BLOCK**  
**ADDRESS: 2130 WEST OMAHA STREET, BROKEN ARROW, OK 74012**

OWNER/DEVELOPER:  
**REIP, LLC**  
 525 S. MAIN, SUITE 200  
 BROKEN ARROW, OK 74012



**LOCATION MAP**

SCALE IN FEET



0 2000

NOTE: ALL PROPERTIES SHOWN  
HERON ARE UNPLATTED  
UNLESS OTHERWISE NOTED.



OKLAHOMA NORTH ZONE: 3501  
OKLAHOMA STATE PLANE COORDINATE SYSTEM  
MONUMENT: BA 41  
DESCRIPTION: 3" ALUMINUM CAP=FLUSH-SET IN  
CONCRETE-STAMPED "BA 41", SET ON THE SOUTH SIDE OF E. 51ST  
ST. (W. OMAHA), APPROX. 0.55 MILE EAST OF S. 145TH E. AVE.  
HORIZONTAL DATUM: NAD83  
NORTHING: 404072.474  
EASTING: 2616781.708  
VERTICAL DATUM: NAVD 1988  
ELEV. 792.84



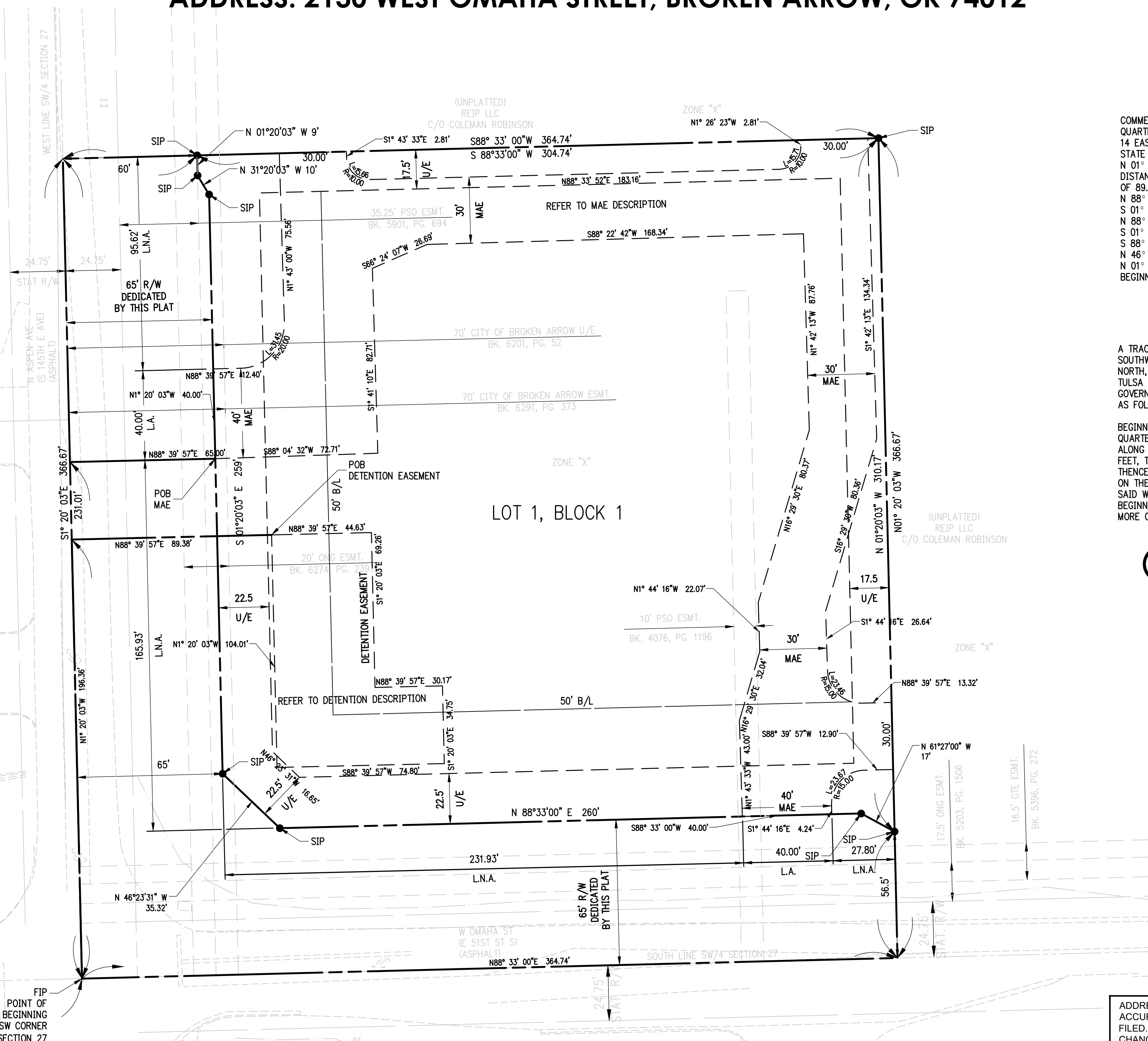
3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.



THE SOUTH LINE OF THE SW/4 SECTION 27  
N 88°33'00" E



COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA. THENCE  
N 01° 20'03" W ALONG THE WEST LINE OF SAID SW/4 A DISTANCE OF 231.01 FEET.  
THENCE N 88° 39'57" E A DISTANCE OF 65.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING. THENCE N 01° 20'03" W ALONG THE EAST RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET. THENCE  
N 88° 39'57" E A DISTANCE OF 12.40 FEET TO A POINT OF CURVATURE. THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND A LENGTH OF 31.45 FEET. THENCE  
N 01° 43'00" W A DISTANCE OF 75.56 FEET TO A POINT OF THE NORTH LINE OF SAID PROPERTY. THENCE N 88° 33'00" E ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET. THENCE  
S 01° 43'33" E A DISTANCE OF 2.81 FEET TO A POINT OF CURVATURE. THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET AND A LENGTH OF 15.66 FEET. THENCE  
S 33'52" E A DISTANCE OF 183.6 FEET TO A POINT OF CURVATURE. THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET AND A LENGTH OF 15.71 FEET. THENCE  
N01° 26' 23" W A DISTANCE OF 2.81 TO A POINT ON THE NORTH LINE OF SAID PROPERTY. THENCE N 88° 33'00" E ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET. THENCE S 01° 42'13" E A DISTANCE OF 134.34 FEET. THENCE S 16° 29'30" W A DISTANCE OF 80.36 FEET. THENCE S 01° 44'16" E A DISTANCE OF 26.64 FEET TO A POINT OF CURVATURE. THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A LENGTH OF 23.46 FEET. THENCE N 88° 39'57" E A DISTANCE OF 13.32 FEET TO A POINT ON THE EAST LINE OF SAID PROPERTY. THENCE  
S 01° 20'03" E ALONG SAID EAST LINE A DISTANCE OF 30.00 FEET. THENCE S 88° 39'57" W A DISTANCE OF 12.90 FEET TO A POINT OF CURVATURE. THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A LENGTH OF 23.67 FEET. THENCE S 01° 44'16" E A DISTANCE OF 4.24 FEET TO A POINT ON THE SOUTH LINE OF SAID PROPERTY. THENCE  
S 88° 33'00" W ALONG SAID SOUTH LINE A DISTANCE OF 40.00 FEET. THENCE N 01° 43'33" W A DISTANCE OF 43.00 FEET. THENCE S 16° 29'30" E A DISTANCE OF 32.04 FEET. THENCE N 01° 44'16" E A DISTANCE OF 22.07 FEET. THENCE N16° 29' 30"E A DISTANCE OF 80.36 FEET. THENCE N 01° 42'13" W A DISTANCE OF 87.76 FEET. THENCE S 88° 22'42" W A DISTANCE OF 168.34 FEET THENCE S 66° 24'07" W A DISTANCE OF 26.69 FEET. THENCE S 01° 41'00" E A DISTANCE OF 82.71 FEET. THENCE S 88° 04'32" W A DISTANCE OF 72.71 FEET TO THE POINT OF BEGINNING.



COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA. THENCE  
N 01° 20'03" W ALONG THE WEST LINE OF SAID SW/4 A  
DISTANCE OF 196.36 FEET. THENCE N 88° 39'57" E A DISTANCE  
OF 89.38 FEET TO THE POINT OF BEGINNING. THENCE  
N 88° 39'57" E A DISTANCE OF 44.63 FEET. THENCE  
S 01° 20'03" E A DISTANCE OF 69.26 FEET. THENCE  
N 88° 39'57" E A DISTANCE OF 30.17 FEET. THENCE  
N 01° 20'03" E A DISTANCE OF 34.75 FEET. THENCE  
S 88° 39'57" W A DISTANCE OF 74.80 FEET. THENCE  
N 46° 23'31" W A DISTANCE OF 16.65 FEET. THENCE  
N 01° 20'03" W A DISTANCE OF 104.01 FEET TO THE POINT OF  
BEGINNING.



A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF. MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:



- |        |                        |
|--------|------------------------|
| ●      | SET IRON PIN (SIP)     |
| +      | CHISELED "X"           |
| ○      | FOUND IRON PIN (FIP)   |
| L.A.   | LIMITS OF ACCESS       |
| L.N.A. | LIMITS OF NO ACCESS    |
| M.A.E. | MUTUAL ACCESS EASEMENT |
| U/E    | UTILITY EASEMENT       |
| R/W    | RIGHT OF WAY           |
| B/L    | BUILDING LINE          |
| WM     | WATER METER            |
| ☀      | LIGHT POLE             |
| ⊙      | FIRE HYDRANT ASSEMBLY  |
| TCB    | TRAFFIC CONTROL BOX    |
| ⚡      | POWER POLE             |
| ☁      | TREE                   |
| □      | SIGN                   |



A. B. WATSON, JR PLS 1057  
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EXISTING EASEMENT \_\_\_\_\_

NEW EASEMENT \_\_\_\_\_

RIGHT OF WAY \_\_\_\_\_

PROPERTY LINE \_\_\_\_\_

SECTION LINE \_\_\_\_\_

CURB & GUTTER \_\_\_\_\_

EXISTING BUILDING \_\_\_\_\_

EDGE OF CONCRETE \_\_\_\_\_

EXISTING LOT LINE \_\_\_\_\_

UNDERGROUND TELEPHONE \_\_\_\_\_

\_\_\_\_\_ OHE \_\_\_\_\_

6" GAS LINE \_\_\_\_\_ 6" G \_\_\_\_\_ 6" G \_\_\_\_\_

12" WATER LINE \_\_\_\_\_ 12" W \_\_\_\_\_ 12" W \_\_\_\_\_



DETENTION DETERMINATION NUMBER: DD-101816-15  
FIRM PANEL NO. 40143C0379L DATED OCTOBER 16, 2012 CLASSIFIES THE PROPERTY DESCRIBED HEREON AS ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN  
&  
CITY OF TULSA REGULATORY AND FEMA FLOODPLAINS PANEL NO. 50 DATED JANUARY 22, 2015 CLASSIFIES THE PROPERTY DESCRIBED HEREON AS BEING OUTSIDE THE FLOODPLAIN.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.

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

CASE# PT17-100  
PREPARED DATE: MARCH 07, 2017  
SHEET 1 OF 2



CONDITIONAL FINAL PLAT  
KUM & GO 1866 ADDITION  
A SUBDIVISION WITHIN BATTLE CREEK PUD (PUD 94) TO THE CITY OF BROKEN ARROW,  
TULSA COUNTY, STATE OF OKLAHOMA, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF THE  
SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE  
INDIAN BASE AND MERIDIAN 3.07 ACRES, 1 LOT, 1 BLOCK

DEED OF DEDICATION & RESTRICTIVE COVENANTS  
FOR KUM & GO 1866 ADDITION

KNOW ALL MEN BY THE PRESENTS:

KUM & GO 1866 ADDITION AND REIP, LLC, HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION 27, THENCE N 88°33'00" E ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 364.74 FEET, THENCE N 01°20'03" W A DISTANCE OF 366.67 FEET, THENCE S 88°33'00" W A DISTANCE OF 364.74 FEET TO A POINT ON THE WEST LINE OF THE SW/4, THENCE S 01°20'03" E ALONG SAID WEST LINE, A DISTANCE OF 366.67 FEET TO THE POINT OF BEGINNING, CONTAINING 133,738 SQUARE FEET OR 3.07 ACRES, MORE OR LESS.

THE OWNER HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE (1) LOT IN ONE (1) BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "KUM & GO 1866 ADDITION" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "KUM & GO 1866 ADDITION").

SECTION I. EASEMENTS AND UTILITIES

A. PUBLIC UTILITY EASEMENT

- THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE, THE STREETS AS DEPICTED ON THE PLAT, AND DOES FURTHER DEDICATE FOR THE PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE PLAT AS 1/2" 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 VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS, PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NONOBSTRUCTING IMPROVEMENTS.

B. WATER AND SEWER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON THE LOT.
- WITHIN THE DEPICTED UTILITY EASEMENTS AREAS, THE ALTERATION OF GRADE 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 MAY INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, 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 APERTURE, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BROKEN ARROW, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE LOT OWNER'S EXPENSE.
- THE CITY OF BROKEN ARROW 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 AGENT OR CONTRACTORS.
- THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENTS--WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR 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 THE EASEMENT WAYS.
- 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 RIGHT-OF-WAY 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 THE RIGHT OF ACCESS TO ALL EASEMENT WAYS 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.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH 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 C SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

- EACH LOT, IN ACCORDANCE WITH THE FINISH GRADING PLAN, 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 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 SUBSECTION E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS.

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

G. RIGHTS OF INGRESS AND EGRESS

- THE OWNER HEREBY RELINQUISHES RIGHTS OF INGRESS AND EGRESS TO AND FROM THE ABOVE-DESCRIBED PROPERTY TO AND FROM NORTH ASPEN AVENUE AND WEST OMAHA STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "L.N.A." ON THE PLAT, EXCEPT AS MAY HEREINAFTER BE RELEASED, ALTERED OR AMENDED BY THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, OR AS IS OTHERWISE PROVIDED BY THE STATUTES OR LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

H. DETENTION EASEMENT.

- THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, FOR PUBLIC USE (SUBJECT TO EASEMENTS OF RECORD) A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS DETENTION EASEMENT FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUN-OFF FROM THE SUBDIVISION.
- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN SAID EASEMENT AREA SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DETENTION EASEMENTS AREA NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREA UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW.
- DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE LOT OWNER, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. SAID DETENTION FACILITIES SHALL BE MAINTAINED BY THE LOT OWNER.
- LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED WITHIN THE DETENTION EASEMENTS.
- IN THE EVENT THE LOT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADES OR CONTOURS THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER 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 LOT OWNER. IN THE EVENT THE LOT 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 BROKEN ARROW, OKLAHOMA.

I. MUTUAL ACCESS EASEMENT

- THE OWNER/DEVELOPER HEREBY GRANTS AND ESTABLISHES A PERPETUAL NON-EXCLUSIVE MUTUAL ACCESS EASEMENT FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN PASSAGE TO AND FROM THE LOTS TO AND FROM PUBLIC STREETS ON, OVER AND ACROSS THE AREA WITHIN THE LOTS DEPICTED ON THE ACCOMPANYING PLAT AS "MUTUAL ACCESS EASEMENT".

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, KUM & GO 1866 ADDITION WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (ENTITLED PUD NO. 94) PURSUANT TO SECTION 3 OF ARTICLE VII OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA AS AMENDED AND EXISTING ON NOVEMBER 16, 1995 (HEREINAFTER THE "BROKEN ARROW ZONING CODE") AND,

WHEREAS, PUD NO. 94 WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON NOVEMBER 16, 1995.

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

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 AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH:

DEVELOPMENT STANDARDS

PERMITTED USES: AS PERMITTED WITHIN C-2 DISTRICT BY RIGHT OR SPECIAL EXCEPTION.

MAXIMUM STORIES: TWO (2) STORIES

MAXIMUM BUILDING HEIGHT: 35 FEET

MINIMUM INTERNAL LANDSCAPE OPEN SPACE: 10% OF NET AREA  
REQUIRED INTERNAL LANDSCAPED OPEN SPACE SHALL INCLUDE PERIMETER LANDSCAPING WITHIN THE DEVELOPMENT AREA BOUNDARIES, PARKING ISLANDS AND PLAZAS, BUT SHALL EXCLUDE WALKWAYS WHICH SOLELY PROVIDE MINIMUM PEDESTRIAN CIRCULATION.

MINIMUM BUILDING SETBACKS:  
FROM ABUTTING PUBLIC/PRIVATE STREET: 50 FEET  
FROM ABUTTING RESIDENTIAL DEVELOPMENT AREA: 50 FEET  
FROM ABUTTING COMMERCIAL OR INDUSTRIAL DISTRICT: 30 FEET  
REAR YARDS: 50 FEET  
SIDE YARDS: 15 FEET

MINIMUM PARKING RATIO: ONE SPACE PER 200 SF OF FLOOR AREA

SIGN STANDARDS:

ALL SIGNS WILL CONFORM TO ARTICLE IX OF THE ZONING ORDINANCE FOR THE CITY OF BROKEN ARROW, OKLAHOMA.

LIGHTING:

FLOOD LIGHTING WILL BE USED FROM A DECORATIVE STANDARD IN PARKING AREAS. UP LIGHTING WILL BE USED ON BUILDINGS, SIGNS, AND VARIOUS LANDSCAPE ELEMENTS. LOW LIGHTING WILL BE USED IN SOME LANDSCAPE AREAS, COURT YARD PLAZAS, STEPS AND WALKWAYS.

DETAILED SITE PLAN: PRIOR TO THE ISSUANCE OF A PERMIT FOR CONSTRUCTION FOR EACH DEVELOPMENT AREA WITHIN THE PLAT, A DETAILED SITE PLAN, WHICH INCLUDES ALL BUILDINGS, PARKING AND LANDSCAPING AREAS, WILL BE SUBMITTED TO THE CITY OF BROKEN ARROW AND APPROVED AS BEING CONSISTENT WITH CONCEPTS AND DEVELOPMENT STANDARDS OF THE PLANNED UNIT DEVELOPMENT.

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

B. DURATION

- THESE RESRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN (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 OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

- INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAS EXECUTED THIS INSTRUMENT  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017,

REIP, LLC  
BY \_\_\_\_\_  
COLEMAN ROBISON

NOTARY PUBLIC  
STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

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

MY COMMISSION NUMBER: \_\_\_\_\_

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, A.B. WATSON, JR., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE 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 "KUM & GO 1866 ADDITION", 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\_\_\_\_

A. B. WATSON JR. OK. PLS. 1057

NOTARY PUBLIC

STATE OF )  
COUNTY ) SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017, PERSONALLY APPEARED A. B. WATSON JR. TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH. IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

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

MY COMMISSION NUMBER: \_\_\_\_\_

NOTARY PUBLIC









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	1	SITE PLAN
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	4	LANDSCAPE PLAN
	5	EXTERIOR ELEVATIONS
	6	CANOPY ELEVATIONS
	7	TRASH ENCLOSURE ELEVATIONS
	8	PHOTOMETRIC PLAN







# City of Broken Arrow

## Fact Sheet

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**File #:** 17-1991, **Version:** 1

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### Broken Arrow Planning Commission

04-13-2017

**To:** Chairman and Commission Members  
**From:** Development Services Department  
**Title:** Public hearing, consideration, and possible action regarding PUD-258 and BAZ-1974, Kenosha Storage, 5.85 acres, A-1 to IL/CG/PUD 256, north and west of the northwest corner of Kenosha Street and Oneta Road

#### Background:

**Applicant:** Erik Enyart, Tanner Consulting, LLC  
**Owner:** First Priority Bank, E. E. Dillard  
**Developer:** Wellington Investments  
**Engineer:** Kenosha Storage, LLC  
**Location:** North and west of the northwest corner of Kenosha Street and Oneta Road  
**Size of Tract** 5.85 acres  
**Number of Lots:** 1  
**Present Zoning:** A-1 (Agricultural)  
**Proposed Zoning:** IL (Industrial Light), CG (Commercial General) and PUD-258  
**Comp Plan:** Level 6 (Regional Employment/Commercial) via BACP-156

Due to an error in advertising, PUD-258 and BAZ-1974 were re-advertised and placed on the agenda for the April 13<sup>th</sup> 2017 Planning Commission meeting. On March 9<sup>th</sup> the applicant, Robert Brokaw, requested that these applications be withdrawn. No action needs to be taken.

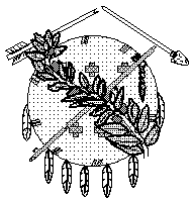
**Attachments:** N/A

**Recommendation:** No action needed.

**Reviewed by:** Larry R. Curtis

**Approved by:** Michael Skates

LRC: ALY



# City of Broken Arrow

## Fact Sheet

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**File #: 17-2028, Version: 1**

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### Broken Arrow Planning Commission

04-13-2017

**To: Chairman and Commission Members**

**From: Development Services Department**

**Title: Public hearing, consideration, and possible action regarding a proposal to amend Chapter 5, Section 5.9 Telecommunication Towers, of the Broken Arrow Zoning Ordinance.**

#### **Background:**

Earlier this year, staff was approached by the Legal Department in a request to update Chapter 5, Section 5.9 (Telecommunication Towers) of the Broken Arrow Zoning Ordinance. Amending this section of the Zoning Ordinance will bring it into compliance with current law, to clarify uses, and to add a new section for Small Wireless Facilities. The Legal Department submitted the current Zoning Ordinance to outside council for review and update. The draft was sent back to the Legal Department and shared with Staff. The majority of the changes to Section 5.9 were to group uses under three primary areas: Telecommunication Towers, Antennas, and Small Wireless Facilities.

The following items have been added, amended, or removed:

#### **Added:**

1. *Definitions*, Section B (5.9.B) of Chapter 5 the Zoning Ordinance:
  - a. This section provides clear definitions of terms used throughout 5.9.
2. *Small Wireless Facilities*, Section E (5.9.E) of Chapter 5 of the Zoning Ordinance:
  - a. Small cell facilities are becoming increasingly popular as a way of expanding coverage and increasing network capacity. With mobile data traffic expected to double annually, providers have indicated that small cell facilities are necessary to expand the capacity of wireless networks. Requests for small cell antenna installations in the City of Broken Arrow are expected to rise in the coming years as the need for data increases. Through the update of this ordinance the City is meeting the requirements of federal legislation while respecting the integrity of our residential neighborhoods and commercial areas by regulating their installation.
  - b. The nodes and antennas are often installed on existing structures and in right-of-way (ROW) structures like telephone poles and streetlights. Companies that want to install small cell facilities in the City of Broken Arrow ROW must first enter into a Right-of-Way Agreement.

#### **Amended:**

1. Under *Other Industrial Land* the following sentence was changed:
  - a. "The Director may also approve"...was changed to: "The City Manager or his designee may approve..."

Removed:

1. Under *Maintenance, Operation, and Removal* the following sentence was removed:
  - a. Each tower owner building(s) and the support or tower structure, including the cost of removal in the event the facility is abandoned for more than one (1) year.
2. Under *Billboards* the following was removed:
  - a. ...except under 5.9(I)(5).
3. Section 5.9.U.3 has been removed.

This item was advertised in the Tulsa Business and Legal News on March 24, 2017.

**Attachments:** DRAFT 5.9 zoning code ordinance Cell Tower with changes  
Current City of Broken Arrow Zoning Ordinance Section 5.9

**Recommendation:** Staff recommends that 5.9 of the Zoning Ordinance be amended, as presented.

**Reviewed By:** Larry R. Curtis

**Approved By:** Michael W. Skates

LRC

## **ORDINANCE NO.**

**Amendment to the City of Broken Arrow Zoning Ordinance, Section 5.9, Telecommunication Towers; repealing all ordinances to the contrary; repealing all ordinances to the contrary; and declaring an emergency**

### **BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:**

That Section 5.9 of the Zoning Ordinance is hereby amended to read as follows:

#### **SECTION I. Section 5.9 Telecommunication Facilities**

##### **A. Purpose**

The City Council finds that telecommunication towers, antennas and other wireless facilities, including supporting structures, present land use concerns that should be dealt with by protecting residential uses, encouraging co-location, minimizing the number of wireless facilities in a manner that does not discourage market access or competition, and preventing or limiting adverse effects on off-site premises. The intent of these provisions is to provide for the continued establishment of new wireless communication providers and the expansion of existing wireless communication services within the City, while simultaneously protecting neighborhoods, all through minimizing adverse visual and operational effects of facilities through careful design, sighting, screening, camouflage, and co-location requirements encouraging creative design and camouflage measures.

##### **B. Definitions**

1. "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.
2. "Applicable Codes" means uniform building, fire, electrical, plumbing, or mechanical codes adopted by the City of Broken Arrow, a recognized national code organization, or local amendments to those codes, as well as the Broken Arrow Code of Ordinances and all other codes and regulations of the City of Broken Arrow.
3. "Applicant" means any wireless provider who submits an application.
4. "Application" means a request submitted by an applicant (i) for a Permit to construct a telecommunication tower or antenna; (ii) for a Permit to collocate an antenna or a small wireless facility; or (iii) to approve the installation or modification of a telecommunication tower, antenna, utility pole or wireless support structure.
5. "City Owned Pole" means (i) a utility pole owned or operated by the City in the right-of-way or easement, including light poles, traffic signals, and structures for signage, and (ii) a pole or similar structure owned or operated by the City that supports only Wireless Facilities, but does not include a telecommunication tower.
6. "Collocate" means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.
7. "Day" means calendar day.



8. “Fee” means a one-time charge

9. “Rate” means a recurring charge

10. “Small Wireless Facility” means a wireless facility that meets both of the following criteria: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, and all of its exposed elements could fit within an enclosure of no more than six cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. Ancillary equipment such as: electric meters, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services are not included in the equipment volume calculation.

11. “Telecommunication Tower” means a freestanding structure, either guyed or self-supporting, designed to support or capable of supporting wireless facilities. Such term shall not include a Utility Pole.

12. “Utility Pole” means a pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control, signage, or a similar function regardless of ownership, including city-owned poles. Such term shall not include structures supporting only Wireless Facilities.

13. “Wireless Facility” means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include the structure or improvements on, under, or within which the equipment is collocated.

14. “Wireless Infrastructure Provider” means any person or entity, including a person or entity authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment, wireless facilities or wireless support structures, but that is not a wireless services provider.

15. “Wireless Provider” means a wireless infrastructure provider or a wireless services provider.

16. “Wireless Services” means any services, whether at a fixed location or mobile, provided using wireless facilities.

17. “Wireless Services Provider” means a provider of wireless services.

18. “Wireless Support Structure” means a freestanding structure, such as a monopole; telecommunication tower, either guyed or self-supporting; billboard; or, other existing or proposed structure designed to support or capable of supporting wireless facilities. Such term shall not include a Utility Pole.

## **C. Telecommunication Towers**

### **1. Telecommunication Towers Fifty Feet or Greater are Prohibited Without a Permit**

No person or entity shall hereafter construct, own, or operate any telecommunication tower in excess of fifty feet (50') in height above the mean elevation of the ground on which it is built, unless said person has obtained a building permit from the City of Broken Arrow.

### **2. Telecommunication Towers on Government Land**

Telecommunication towers located on property owned, leased, or otherwise controlled by the governing authority of any city, county, public school district, state, or by any agency of the United States of America, will be exempt from the remaining requirements of this Section C if in compliance with the remaining provisions of this code and are no more than one hundred twenty feet (120') in height; provided that such exemption will only be available if a commercial lease or license authorizing such telecommunication tower has been approved by the applicable governing body. The telecommunication tower owner shall file a permit application with the City of Broken Arrow for purposes of keeping a complete record of telecommunication towers within the City and the permit shall be issued administratively. The City Council expressly finds that governmental controls through proprietary devices such as a commercial lease are an adequate substitute for governmental control through regulatory devices.

### **3. Telecommunication Towers of Limited Height on Residential Land**

a. No telecommunication tower shall be constructed in excess of fifty feet (50') in height above mean ground elevation on any property actually used for a single-family residential purpose, or any vacant land that is intended for residential use in the Comprehensive Plan (Level 1 and Level 2), or that actually has any "R" district classification and use.

b. Any telecommunication tower constructed as an accessory use on residentially zoned land that is developed and utilized for institutional purposes shall not be constructed in the front yard or within the minimum side yard requirements for the applicable zoning district. However, a camouflaged telecommunication tower that does not exceed one hundred feet (100') may be placed in the front yard if concealment of both the telecommunication tower and the equipment structures are accomplished (e.g., a telecommunication tower disguised as steeple or comparable building element at a site for a place of worship, or a flagpole design at a public school, or an obelisk at other institutions).

### **4. Application Requirements**

a. Each applicant for a permit to build a telecommunication tower shall provide to the Development Services Department an inventory of all the existing and approved telecommunication towers or permits for other locations that are within one-half

mile of the site applied for. The inventory shall include specific information about the location, height, and design of each telecommunication tower.

b. If the telecommunication towers within the applicant's inventory have been designed for co-location, a description of the facilities and heights for the possibility of co-location shall be included within the inventory. Copies of the standard co-location lease shall also be provided, with appropriate blanks for physical dimensions and price, but including all standard terms and conditions. Said inventories and form contracts may be shared with other applicants applying for any approvals under this Ordinance; provided that the City does not warrant the accuracy of any such information shared with other applicants.

c. The applicant for a permit shall also provide the description, identity, and contact for the backhaul network provider who will serve that site.

d. Applicants for permits involving co-location shall specify in the application the features of the telecommunication tower that adapt it for co-location, such as the number and location of portholes for cables, the proposed ground footprint of multiple equipment sheds and cabinets, and related items.

e. The application shall also include elevations of all proposed shielding, screening, and the details of materials and color for the facility.

f. A nonrefundable fee as set forth in the Manual of Fees. shall accompany each application.

## **5. Construction Standards**

a. The telecommunication tower shall either maintain a galvanized steel finish, or be painted a uniform neutral color (unless color is governed by applicable standards of the Federal Aviation Administration), so as to reduce visual intrusiveness. Cabling shall be contained interior to the structure of the telecommunication tower, or wrapped in a cover with a matching color scheme to the telecommunication tower. The use of camouflage technology so that the telecommunication tower appears to be a part of the primary building on site is also acceptable. The design and maintenance of the equipment, buildings, cabinets, or related structures shall use materials, colors, textures, screening, and landscaping that will blend the telecommunication tower facilities to the natural setting or the built environment of the primary use.

b. Telecommunication towers shall not be artificially lighted, unless such lighting is required by the Federal Aviation Administration or other applicable authority.

c. All telecommunication towers and related equipment shall meet or exceed current standards and regulations of the Federal Aviation Administration and the Federal Communications Commission, together with the regulations of any other agency of the federal government with the authority to regulate telecommunication towers and antennas.

d. Antennas and associated supports, cables, brackets, and related equipment shall not be mounted on any telecommunication tower or other supporting structure by any method of punching, drilling, or other means that may weaken the telecommunication tower or supporting structure.

e. All telecommunication tower sites shall be served by a driveway from a public street and said driveway shall be paved with an all-weather surface. However, sites in areas of restricted street access may be served by driveways from paved public or private parking lots. The Engineering and Construction Department must approve the size of “tin horns” or other drainage structures prior to the start of construction.

f. All telecommunication towers and all antenna support structures that are between fifty-one feet (51’) and one hundred feet (100’) in height (inclusive) shall be constructed to support a minimum of two (2) antenna arrays with the cabling interior to or otherwise concealed within the structure. All telecommunication towers that are in excess of one hundred feet (100’) in height shall be constructed to support a minimum of four (4) antenna arrays with the cabling interior to or otherwise concealed within the structure.

g. Construction must otherwise comply with all Applicable Codes.

h. Any information of an engineering nature that the applicant submits to the City, whether civil, electrical, structural or mechanical, shall be certified in writing, by an Oklahoma licensed Professional Engineer. Such information shall include, but not be limited to, anticipated telecommunication tower height, telecommunication tower type, construction materials, declared wind speed in mph, ice load in inches, anticipated antennas loading for the design, and engineered appurtenance loading.

## **6. Maintenance, Operation, and Removal**

The owner of the telecommunication tower shall ensure that it is maintained in compliance with Applicable Codes and the applicable standards for telecommunication towers established by the electronic industries association, as amended from time to time, in order to ensure the structural integrity of the telecommunication tower. The failure to maintain structural integrity through compliance with these standards is hereby declared a public nuisance and the telecommunication tower may be abated, including the removal of the telecommunication tower under authority of and in compliance with the City Council's powers to declare and abate public nuisances. No antenna may be used which, by design or by actual operation, causes interference on any frequency actually used by any police, fire, or public ambulance service having authority or jurisdiction over any portion of the City of Broken Arrow.

## **7. Site Plan**

Each applicant requesting a permit under this Section shall submit a scaled site plan, lighting plan, and scaled elevation view together with other supporting drawings, calculations, and documentation, all signed and sealed by appropriate licensed engineers or other appropriate professionals, showing the location and dimensions

of all improvements proposed for the site. This information shall include existing and proposed topographical and planimetric drawings and all significant features that support co-location (e.g. provisions for interior cabling, portholes, the footprint for multiple equipment sheds and cabinets, etc.).

## **8. CG, CH, and Industrial Districts**

Telecommunication towers are lawful uses permitted administratively when located as accessory uses on any land in industrial zoning districts, or any developed land in CG zoning districts or CH zoning districts that are equal to or larger than two and one-half (2½) acres.

## **9. Setbacks**

Such telecommunication towers shall be set back from any existing adjacent residential lot boundary equal to two hundred percent (200%) of the total height of the telecommunication tower or other supporting structure, shall not exceed two hundred feet (200') in height as to industrial property or one hundred twenty feet (120') in commercial property, and shall comply with the terms of this Ordinance and any future amendment thereto. Such telecommunication towers on commercial property must also use camouflage technology such as flagpoles, obelisks or other approved "stealth" coverings. Such telecommunication towers on industrial property must meet the front and side yard setback requirements for the subdivisions.

## **10. Other Industrial Land**

The City Manager or his designee may approve telecommunication tower construction if the new telecommunication tower to be constructed is within an industrially zoned area, the industrial district is at least ten acres in size, the telecommunication tower location is no closer than three hundred fifty feet (350') feet to a residential structure, and the telecommunication tower is no greater than one hundred feet (100') in height.

## **11. Council Permits for Telecommunication Towers**

If the telecommunication tower may not be permitted administratively as described above, then no telecommunication tower may be constructed without securing a permit from the Broken Arrow City Council in accordance with the following:

- a. Applications for a telecommunication tower permit from the City Council shall first obtain a Specific Use Permit from the Planning Commission in accordance with Applicable Codes.
- b. The City Council may impose conditions that it, in good faith, believes are reasonably necessary to minimize any adverse effect of the proposed

telecommunication tower on adjoining properties, and that foster competition by encouraging multiple uses on co-location structures.

- c. The City Council may require particular evidence or special conditions in the event that it determines the proposal may potentially contaminate water supplies, contaminate surface waters or soil, interfere with drainage, or interfere with the primary use of the public property.
- d. All sized freestanding telecommunication towers are prohibited in A-1 and RE zoning districts, including areas that are in fact used as agricultural or residential estate areas even though zoned at more intense levels. Telecommunication towers in excess of 100 feet are prohibited in R1, RS-1, R2, RS-2, R3, RS-3, and RS-4 zoning districts. Applicants in such areas shall be required to establish the necessity of the telecommunication tower and all elements of the application by clear and convincing evidence.
- e. When an applicant for a telecommunication tower permit works with a developer of residential land, and designs a subdivision that uses a flagpole and guard house (or comparable camouflage) as elements within the design of the subdivision entrance or private park reserve, the approval of the final plat shall include the permit for the telecommunication tower at a height not to exceed eighty feet (80') and used as the flagpole, and an equipment cabinet within the guardhouse.

## **12. Factors Considered for City Council Approval**

The City Council shall consider the following factors in determining whether or not to issue a permit for a telecommunication tower, although Council may modify one or more of these criteria if, in the particular circumstances of the application, Council concludes that the goals and intent of this Ordinance are better served by such modification. Factors to be considered are:

Height of the proposed telecommunication tower;

Proximity of the telecommunication tower to residential structures and adjacent residential lot boundaries;

Nature of uses on adjacent and nearby properties;

Surrounding topography;

Surrounding tree coverage and foliage;

Design of the tower, with particular reference to those design characteristics, which have the effect of reducing or eliminating visual obtrusiveness, or providing camouflage;

Proposed routes of ingress and egress;



Whether or not the telecommunication tower is constructed so as to be available for co-location in the future; and

Whether or not there are suitable, existing telecommunication towers or other supporting structures capable of meeting the technological needs of the applicant.

### **13. Evidence of Capacity**

All evidence relating in any manner that in essence indicates that the application location is needed to improve the capacity of the system and is to address a specific and local geographic problem must be submitted in writing, and signed and sealed by a Professional Engineer licensed in the State of Oklahoma.

### **14. Warning Sirens**

All applications for new telecommunication towers shall include an examination of the City's Emergency Warning Siren Location Map. If the new telecommunication tower site is in a location where the Emergency Warning Siren Location Map indicates that a siren is proposed, then the permit may be conditioned on the granting of permission for the City of Broken Arrow to place and operate a storm siren warning system on the completed telecommunication tower, at a height to be mutually agreed, but typically between twenty feet (20') and thirty feet (30') above the mean lot elevation, unless such location would create a technical problem for the applicant's system. Costs of the installation and operation of the warning siren shall be solely the responsibility of the City. Applicant shall advise at the time of the application what costs, rental, or other fees will be required for the placement of the warning siren.

### **15. Radius Report**

If the application is for a telecommunication tower in excess of two hundred feet (200') in industrial areas or if in excess of one hundred twenty (120') in any other zoning district, and Council action is required, then the applicant must provide a list of property owners within a three hundred foot (300') radius of the perimeter of the lot on which the telecommunication tower is proposed, and the City shall notify the persons on the list by mailing notice of the hearing, all at applicant's expense.

### **16. Co-location Contracts**

Any applicant who claims that a proposed telecommunication tower will be used for co-location shall provide a form contract, which will be used for co-location for at least five years after construction. The contract shall only have blanks for the name of the lessee, date, location and size of the equipment shed, height of the antenna array and final price.

### **17. Effect of Existing Telecommunication Tower Availability**

No new telecommunication tower should be permitted by the Council unless the applicant demonstrates to the City Council's reasonable satisfaction that no existing telecommunication tower or other structure can accommodate the applicant's

proposed antenna. Evidence of this unavailability may consist of any of the following:

No existing telecommunication towers or structures are located within the geographic area required to meet applicant's engineering, capacity, or technical requirements;

Existing telecommunication towers or structures are not of sufficient height or structural strength to meet the applicant's engineering, capacity, or technical requirements;

Applicant's proposed telecommunication tower antennas would cause electromagnetic interference with existing antennas on existing telecommunication towers or structures, or the existing antennas on the existing telecommunication towers or structures would cause electromagnetic interference with applicant's proposed telecommunication tower antennas;

The fees, costs, or contractual provisions required by the owner of the existing telecommunication tower in order to share said telecommunication tower structure are unreasonable. (In this regard, eight-year rental costs exceeding the costs of site acquisition and telecommunication tower construction including engineering and design fees, are presumptively unreasonable); and

The applicant demonstrates that there are other limiting factors that render existing telecommunication towers and structures unsuitable.

## **18. Setbacks and Security**

All telecommunication towers must be set back a minimum distance of one hundred twenty percent (120%) of the total height of the tower and structure from any adjacent residential lot boundaries unless a greater setback is required by other provisions of this Ordinance. The location of telecommunication towers, guy wires, and accessory facilities shall meet the minimum zoning district setback requirements and shall not be in the front yard of the principal use. Towers shall be enclosed by security fencing not less than eight feet (8') in height together with such appropriate anti-climbing devices as may be best utilized by the type of telecommunication tower involved; provided the Council may waive security fencing requirement if other features of the site provide adequate substitute security. Camouflage technology may be used to justify a reduction or elimination of front yard setbacks as to the telecommunication tower.

## **19 Screening and Landscaping**

- a. Telecommunication Tower facilities shall be visually buffered by a hedge of low-maintenance evergreen plant materials and approved opaque screening materials, which effectively screen the view of the telecommunication tower compound and accessory facilities.
- b. Existing trees and natural landscape and elevations around the site shall be preserved to the maximum extent possible. Shrub planting materials that are

used for screening must be a minimum five (5) gallon evergreen; the evergreens must be capable of reaching the full height of the fencing materials at full growth. Trees shall be at least two inches (2") in caliper. Plant materials that die or do not effectively buffer the fencing materials shall be replaced. The landscaping plans shall include provisions for irrigation of all new materials proposed to be planted, or the landscape maintenance shall be bonded by insurance or other surety company licensed to do business in Oklahoma; provided that a single bond in an adequate amount may be used for multiple sites.

- c. The privacy fencing or similar approved opaque screening materials shall be a minimum of eight feet (8') in height; a greater height of fencing shall be used as necessary to screen taller equipment sheds within the compound. Provided that equipment sheds which are adjacent to and camouflaged to resemble a structural element of the primary building on site do not have to be fenced.
- d. A landscaping plan shall be included with the application and shall include operational information on how the planting materials will be maintained, irrigated, and fertilized.
- e. Where a new application is made for an existing site at which the landscaping and screening has not been maintained, the issuance of the permit may be conditioned on the completion of the needed corrective action.

## **20. Billboards and Signs**

No billboards or signs may be added to telecommunication towers

## **21. Five Year Permits, Notice of Use; Removal of Abandoned Telecommunication Towers**

Any telecommunication tower that is not actually used as an antenna support for a continuous period of twelve (12) months shall be considered abandoned, and the permit owner(s) for such antenna(s) or telecommunication tower shall remove same at their expense within ninety (90) days of receipt of notice from the City of Broken Arrow notifying the permit owner of said abandonment. In the event that such a telecommunication tower is not removed, notice of the intent by the City to remove shall be given to the applicant and to the owner of the real estate on which the telecommunication tower is located if different from the applicant. Abandoned telecommunication towers are hereby declared a public nuisance, removable by the City Council in accordance with nuisance abatement procedures or through the claims on a posted bond.

## **22. Driveway for Telecommunication Towers**

Any existing telecommunication tower site that lawfully uses an unpaved driveway to access a public street, and which driveway allows the deposit of dirt, gravel or similar material to be deposited on the public streets during rain conditions, shall

be considered a public nuisance, and may be abated in accordance with the general ordinances dealing with nuisance abatement.

### **23. Permits Limited if Not Built**

A permit for a telecommunication tower shall be valid for no more than one year, unless a valid building permit is issued and construction proceeds diligently.

## **D. Antennas**

### **1. Administrative Approval of Permits**

The City Manager or his designee may administratively approve the installing of antennas in accordance with the following:

- a.** Antennas may be installed on existing structures other than a telecommunication tower (such as commercial or industrial buildings, billboard, sign, power transmission tower, water tower, or other free standing nonresidential structure) that is sixty feet (60') in height or greater, if and only if the additional antennas or supports create a new structure with a cumulative height not to exceed one hundred twenty feet (120') from the mean ground elevation.
- b.** Antennas may be installed on an existing structure other than a telecommunication tower (such as a building, sign, utility pole, water tower, or other free standing, nonresidential structure) that is less than sixty feet (60') in height so long as such addition does not add more than twenty feet (20') to the height of the existing structure.
- c.** Antennas may be installed on any existing telecommunication tower or utility pole of any height, so long as the addition of said antennas add no more than twenty feet (20') cumulative to the height of the existing telecommunication tower or utility pole. Any associated equipment building must be located in conformity with the generally applicable setback requirements of the zoning district and appropriately screened or landscaped. Said installation adding twenty feet (20') of height may occur no more than one (1) occurrence per telecommunication tower or utility pole. For equipment compounds that are served by a dirt road or drive, the new equipment owner shall pave at least the first twenty feet (20') of the dirt road or drive that is adjacent to the street.
- d.** Antennas may be installed on existing structures on agricultural, residential, or office land through an administrative permit under the following conditions:

1. On an existing structure other than a telecommunication tower (such as a building, sign, utility pole, water tower, or other free standing, nonresidential structure that is less than sixty feet (60') in height, so long as such addition does not add more than twenty feet (20') to the height of the existing structure;
2. On an existing telecommunication tower of any height, and further including the placement of additional buildings or other supporting equipment used in connection with said antenna, so long as the addition of said antenna cumulatively adds no more than twenty feet (20') to the height of the existing telecommunication tower and the telecommunication tower remains set back from any existing adjacent residential lot boundary equal to one hundred twenty percent (120%) of the total new height of the telecommunication tower;
3. On certain developed public properties, including but not limited to water towers, water treatment plants, sewer treatment facilities, police stations, fire stations, ambulance stations, equipment maintenance facilities, and lighted and enclosed sports facilities such as football stadiums, baseball and softball parks, but not practice facilities at unlighted or unsecured locations that may be temporarily used for sporting events, nor in any open parks or greenbelts;
4. On the roofs of public high schools, intermediate high schools, middle schools, elementary schools, and office buildings, so long as such addition does not add more than thirty feet (30') to the height of the existing structure; or
5. On an existing billboard located within the limited access highway corridors so long as the total height does not exceed one hundred twenty feet (120'); provided that if the support for the billboard lacks sufficient strength for the new height, then the billboard may be removed and adequate support for both structures may be made, and a billboard of the same or smaller size be reinstalled at the former height. Existing billboards that are outside of the limited access highway corridor may be used, so long as the addition adds no more than twenty feet (20') to the height of the billboard; for purposes of this section, the limited access highway corridors shall be defined as the Broken Arrow Expressway within Tulsa County, the Creek Turnpike, the Muskogee Turnpike and any land within one hundred fifty feet (150') on either side, but said definition shall exclude State Highway 51 in Wagoner County and all spurs or older routings.

## **2. Temporary antennas**

Temporary antennas shall only be allowed in the following instances:

- a. In conjunction with a festival, carnival, or other activity requiring a special event permit from the City; and the antennas shall only be allowed

commencing from one week prior to the event and be removed one week after the event; or

- b.** In conjunction with a natural calamity such as a storm or other emergency as declared by the City's Police or Fire Departments, which calamity has damaged or destroyed the regular facilities, and the temporary facilities are needed to restore service until the damage can be repaired or replaced. The facility owner or the service provider shall notify the City within twenty-four (24) hours of the outage, and must receive an Administrative Permit if the temporary facility will be required for more than seven (7) days. Further, any temporary facilities that remain in place for in excess of six months must receive a permit from the City Council for the period in excess of six (6) months.

### **3. Screening and Landscaping**

Landscaping and fencing requirements on existing telecommunication towers and equipment facilities must be properly maintained prior to the administrative permit being issued by the City Manager or his designee Director, but new or additional requirements shall not be added for purposes of collocation.

## **E. Small Wireless Facilities**

### **1. Permitted use**

Collocation of a small cell facility or a new or modified utility pole or wireless support structure for the collocation of a small cell facility shall be a permitted use subject to the following provisions of this Section E.

### **2. Permit Required**

No Person or entity shall place a small wireless facility in the right-of-way without first filing a small wireless facility application and obtaining a permit therefore, except as otherwise provided in this chapter.

### **3. Application Requirements**

The small wireless facility permit application shall be made by the wireless provider or its duly authorized representative and shall contain the following:

- a.** The applicant's name, address, telephone number, and e-mail address;
- b.** The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application.
- c.** A general description of the proposed work and the purposes and intent of the small wireless facility. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special



emphasis on those matters likely to be affected or impacted by the work proposed;

- d. A small wireless facility shall comply with all Applicable Codes.
- e. Any amendment to information contained in a permit application shall be submitted in writing to the City within thirty (30) days after the change necessitating the amendment.

#### **4. Routine Maintenance and Replacement.**

An application shall not be required for: (i) routine maintenance; and (ii) the replacement of a small wireless facility with another small wireless facility that is substantially similar or smaller in size, weight, and height.

#### **5. Placement of Small Wireless Facilities**

a. Small wireless facilities, and new or modified utility poles and wireless support structures for the co-location of small wireless facilities may be placed in the rights-of-way as a permitted use subject to the following requirements:

- 1. Each new modified utility pole or wireless support structure installed in the rights-of-way shall not exceed the greater of (i) ten (10) feet above the tallest existing utility pole in the right-of-way in place as of the effective date of this Ordinance; or (ii) fifty (50) feet above ground level.
- 2. New Small wireless facilities in the right-of-way shall not exceed the greater of: (i) more than ten (10) feet above an existing utility pole or wireless support structure in the right-of-way in place as of the effective date of this Ordinance; or (ii) above the height for a new utility pole or wireless support structure.

#### **6. Zoning**

Any wireless provider that seeks to construct or modify a utility pole, wireless support structure or wireless facility that exceeds the height or size limits contained in this sections, shall be subject to applicable zoning requirements and Applicable Codes.

#### **7. Relocation or Modification of Small Cell Facilities**

Within ninety (90) days following written notice from the City, wireless provider shall, at its own expense, protect, support temporarily or permanently disconnect, remove relocate, change or alter the position of any small wireless facilities within the right-of-way whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the right-of-way.

#### **8. Emergency removal or Relocation of Facilities.**

The City retains the right and privilege to cut or move any small wireless facility located within the rights-of-way of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the City shall notify the wireless provider and provide the wireless provider an opportunity to move its own facilities prior to cutting or removing a facility and shall notify the wireless provider after cutting or removing a small wireless facility.

## **9. Abandonment of Facilities.**

Upon abandonment of a small wireless facility within the right-of-way of the City, the wireless provider shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the wireless provider to remove all or any portion of the small wireless facility if the City, or any of its departments, determines that such removal will be in the best interest of the public health safety and welfare.

## **F. Written Decision**

Any decisions to deny an application for the placement, construction, or modification of telecommunication towers for cellular or personal communication service, or specialized radio mobile service shall be conveyed to the applicant in writing, together with the summary of the evidence which supports a denial of the application. A copy of the minutes of the meeting, which contains some of the evidence, may be used in place of or in addition to other summaries. The decision shall further contain the date at which the City Council denied the application. The applicant has thirty (30) days after the denial of the application, within which to seek judicial review. Therefore, the City will attempt to give notice in writing within five (5) business days of the denial of the application, unless the applicant or applicant's representative was present in the meeting at which the denial was announced.

## **G. Proprietary Powers Reserved**

Nothing in this Section concerning the regulation of what is legally permissible or legally forbidden interferes with the proprietary right of the City Council to control the property held in the City's name or in the name of any of its trusts as either a corporate owner or as public trustee.

**SECTION II.** Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

**SECTION III.** An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

**PASSED AND APPROVED** and the emergency clause ruled upon separately this 18th day of April, 2017.

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MAYOR

ATTEST:

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(Seal) CITY CLERK

APPROVED:

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City Attorney

- x. Integrated planters or wing walls that incorporate landscaped areas or seating areas.

d. ***Multiple Buildings in Commercial Centers***

In order to achieve unity between all buildings in a commercial development consisting of more than one building, all buildings in such a development, including pad site buildings, shall employ a consistent architectural style or theme, be constructed of similar exterior materials, and feature similar colors.

5. **Outdoor Display and Sales**

Outdoor display and/or sales may be allowed subject to compliance with Section 3.3.D.2. In addition, no outdoor display and/or sales shall be visible from the limited access highway.

6. **Screening of Loading and Refuse Collection**

All loading and refuse collection facilities shall be screened pursuant to Section 5.2.D., *Screening*.

7. **Utilities**

Unless a waiver is authorized by the City Council, all electrical and telephone lines and wires including, but not limited to, street lighting, shall be placed underground. Feeder and other major transmission lines may remain overhead. All utility installation shall conform to the City's adopted Technical Standards and Specifications.

## 5.9 TELECOMMUNICATION TOWERS

A. **Purpose**

The City Council finds that towers and other supporting structures present land use concerns that should be dealt with by protecting residential uses, encouraging co-location, minimizing the number of towers in a manner that does not discourage market access or competition, and preventing or limiting adverse effects on off-site premises. The intent of these provisions is to provide for the continued establishment of new wireless communication providers and the expansion of existing wireless telecommunication services within the City, while simultaneously protecting neighborhoods, all through minimizing adverse visual and operational effects of facilities through careful design, sighting, screening, camouflage, and collocation requirements encouraging creative design and camouflage measures.

B. **Towers Fifty Feet or Greater are Prohibited Without a Permit**

No person or entity shall hereafter construct, own, or operate any communication tower in excess of fifty feet (50') in height above the mean elevation of the ground on which it is built, unless said person has obtained a building permit to construct from the City of Broken Arrow.

C. **Towers on Government Land**

Towers located on property owned, leased, or otherwise controlled by the governing authority of any city, county, public school district, state, or by any agency of the United States of America, will be exempt from the remaining requirements of this Section if in compliance with Sections 5.9. E through J inclusive and no more than one hundred

twenty feet (120') in height; provided that such exemption will only be available if a commercial lease or license authorizing such antenna or tower has been approved by the applicable governing body. The tower owner shall file a permit application with the City of Broken Arrow for purposes of keeping a complete record of towers within the City; the permit shall be issued administratively. The City Council expressly finds that governmental controls through proprietary devices such as a commercial lease are an adequate substitute for governmental control through regulatory devices.

**D. Towers of Limited Height on Residential Land**

1. No tower shall be constructed in excess of fifty feet (50') in height above mean ground elevation on any property actually used for a single-family residential purpose, or any vacant land that is intended for residential use on the Comprehensive Plan (Level 1 and Level 2), or that actually has any "R" district classification and use.
2. Any tower constructed as an accessory use on residentially zoned land that is developed and utilized for institutional purposes shall not be constructed in the front yard or within the minimum side yard requirements for the applicable zoning district. However, a camouflaged tower that does not exceed one hundred feet (100') may be placed in the front yard if concealment of both the tower and the equipment structures are accomplished (e.g., a tower disguised as steeple or comparable building element at a site for a place of worship, or a flagpole design at a public school, or an obelisk at other institutions).

**E. Application Requirements**

1. Each applicant for a permit to build a tower shall provide to the Development Services Department an inventory of all the existing and approved towers or permits for other locations that are within one-half mile of the site applied for. The inventory shall include specific information about the location, height, and design of each tower.
2. If the towers within the applicant's inventory have been designed for co-location, a description of the facilities and heights for the possibility of co-location shall be included within the inventory. Copies of the standard co-location lease shall also be provided, with appropriate blanks for physical dimensions and price, but including all standard terms and conditions. Said inventories and form contracts may be shared with other applicants applying for any approvals under this Ordinance; provided that the City does not warrant the accuracy of any such information shared with other applicants.
3. The applicant for a permit shall also provide the description, identity, and contact for the backhaul network provider who will serve that site.
4. Applicants for permits involving collocation shall specify in the application the features of the tower that adapt it for collocation, such as the number and location of portholes for cables, the proposed ground footprint of multiple equipment sheds and cabinets, and related items.
5. The application shall also include elevations of all proposed shielding, screening, and the details of materials and color for the facility.

6. A nonrefundable fee shall accompany each application.

**F. Construction Standards**

1. The tower shall either maintain a galvanized steel finish, or be painted a uniform neutral color (unless color is governed by applicable standards of Federal Aviation Administration), so as to reduce visual intrusiveness. Cabling shall be contained interior to the structure of the tower, or wrapped in a cover with a matching color scheme to the tower. The use of camouflage technology so that the tower appears to be a part of the primary building on site is also acceptable. The design and maintenance of the equipment, buildings, cabinets, or related structures shall use materials, colors, textures, screening, and landscaping that will blend the tower facilities to the natural setting or the built environment of the primary use.
2. If an antenna or series of antennas are installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to or closely compatible with the color of the supporting structure so as to make the antenna and related equipment visually unobtrusive.
3. Towers shall not be artificially lighted, unless such lighting is required by the Federal Aviation Administration or other applicable authority.
4. All towers, antenna, and related equipment shall meet or exceed current standards and regulations of the Federal Aviation Administration and the Federal Communications Commission, together with the regulations of any other agency of the federal government with the authority to regulate towers and antennas.
5. Antennas and associated supports, cables, brackets, and related equipment shall not be mounted on any tower or other supporting structure by any method of punching, drilling, or other means that may weaken the tower or supporting structure.
6. All tower sites shall be served by a driveway from a public street and said driveway shall be paved with an all-weather surface. However, sites in areas of restricted street access may be served by driveways from paved public or private parking lots. The Engineering Department must approve the size of "tin horns" or other drainage structures prior to the start of construction.
7. All towers and all antenna support structures that are between fifty-one feet (51') and one hundred feet (100') in height (inclusive) shall be constructed to support a minimum of two (2) antenna arrays with the cabling interior to or otherwise concealed within the structure. All towers that are in excess of one hundred feet (100') in height shall be constructed to support a minimum of four (4) antenna arrays with the cabling interior to or otherwise concealed within the structure.
8. Construction must otherwise comply with the current requirements of the Broken Arrow Building Code.
9. Any information of an engineering nature that the applicant submits to the City, whether civil, electrical, structural or mechanical, shall be certified in writing, by an Oklahoma licensed, professional engineer. Such information shall include (but not be limited to) anticipated tower height, tower type, construction materials, declared

wind speed in mph, ice load in inches, anticipated antennae loading for the design, and engineered appurtenance loading.

**G. Maintenance, Operation, and Removal**

The owner of the tower shall ensure that it is maintained in compliance with the standards contained in the applicable local building codes and the applicable standards for towers established by the electronic industries association, as amended from time to time, in order to ensure the structural integrity of the tower. The failure to maintain structural integrity through compliance with these standards is hereby declared a public nuisance and the towers may be abated, including the removal of the tower under authority of and in compliance with the City Council's powers to declare and abate public nuisances. No antenna may be used which, by design or by actual operation, causes interference on any frequency actually used by any police, fire, or public ambulance services having authority or jurisdiction over any portion of the City of Broken Arrow. Each tower owner shall provide a maintenance bond to assure the maintenance of the equipment building(s) and the support or tower structure, including the costs of removal in the event the facility is abandoned for more than one (1) year.

**H. Site Plan**

Each applicant requesting a permit under this Section shall submit a scaled site plan, lighting plan, and scaled elevation view together with other supporting drawings, calculations, and documentation, all signed and sealed by appropriate licensed engineers or other appropriate professionals, showing the location and dimensions of all improvements proposed for the site. This information shall include existing and proposed topographical and planimetric drawings and all significant features that support collocation (e.g. provisions for interior cabling, portholes, the footprint for multiple equipment sheds and cabinets, etc.).

**I. Administrative Approval of Permits**

The Director may administratively approve the installing of antenna on:

**1. CG, CH, and Industrial Districts**

- a.** Towers are lawful uses permitted administratively when located as accessory uses on any land in industrial zoning districts, or any developed land in CG zoning districts or CH zoning districts that are equal to or larger than two and one-half (2½) acres.
- b.** Such towers shall be set back from any existing adjacent residential lot boundary equal to two hundred percent (200%) of the total height of the tower or other supporting structure, shall not exceed two hundred feet (200') in height as to industrial property or one hundred twenty feet (120') in commercial property, and shall comply with the terms of this Ordinance and any future amendment thereto. Such towers on commercial property must also use camouflage technology such as flagpoles, obelisks or other approved "stealth" coverings. Such towers on industrial property must meet the front and side yard setback requirements for the subdivisions.



**2. All Commercial and Industrial Districts: Existing Structures 60 Feet or Greater**

Antennas may be installed on existing structures other than a tower (such as commercial or industrial buildings, billboard sign, power transmission tower, water tower, or other free standing nonresidential structure,) that is sixty feet (60') in height or greater, if and only if the additional antennas or supports create a new structure with a cumulative height not to exceed one hundred twenty feet (120') from the mean ground elevation.

**3. All Commercial and Industrial Districts: Existing Structures Less than 60 Feet**

Antennas may be installed on an existing structure other than a tower (such as a building, sign, light pole, water tower, or other free standing, nonresidential structure) that is less than sixty feet (60') in height so long as such addition does not add more than twenty feet (20') to the height of the existing structure

**4. Existing Towers and Poles**

Antennas may be installed on any existing communication tower or light pole of any height, so long as the addition of said antennas add no more than twenty feet (20') cumulative to the height of the existing tower or light pole. Any associated equipment building must be located in conformity with the generally applicable setback requirements of the zoning district and appropriately screened or landscaped. Said installation adding twenty feet (20') of height may occur no more than one (1) occurrence per tower or light pole. For equipment compounds that are served by a dirt road or drive, the new equipment owner shall pave at least the first twenty feet (20') of the dirt road or drive that is adjacent to the street.

**5. Non-commercial or Non-industrial Land**

Antennas may be installed on existing structures on agricultural, residential, or office land through an administrative permit under the following conditions:

- a. On an existing structure other than a communications tower (such as a building, sign, light pole, water tower, or other free standing, nonresidential structure that is less than sixty feet (60') in height, so long as such addition does not add more than twenty feet (20') to the height of the existing structure;
- b. On an existing tower of any height, and further including the placement of additional buildings or other supporting equipment used in connection with said antenna, so long as the addition of said antenna cumulatively adds no more than twenty feet (20') to the height of the existing tower and the tower remains set back from any existing adjacent residential lot boundary equal to one hundred twenty percent (120%) of the total new height of the tower;
- c. On certain developed public properties, including but not limited to water towers, water treatment plants, sewer treatment facilities, police stations, fire stations, ambulance stations, equipment maintenance facilities, and lighted and enclosed sports facilities such as football stadiums, baseball and softball parks, but not practice facilities at unlighted or unsecured locations that may be temporarily used for sporting events, nor in any open parks or greenbelts;

- d. On the roofs of public high schools, intermediate high schools, middle schools, elementary schools, and office buildings, so long as such addition does not add more than thirty feet (30') to the height of the existing structure; or
- e. On an existing billboard located within the limited access highway corridors so long as the total height does not exceed one hundred twenty feet (120'); provided that if the support for the billboard lacks sufficient strength for the new height, then the billboard may be removed and adequate support for both structures may be made, and a billboard of the same or smaller size be reinstalled at the former height. Existing billboards that are outside of the limited access highway corridor may be used, so long as the addition adds no more than twenty feet (20') to the height of the billboard; for purposes of this section, the limited access highway corridors shall be defined as the Broken Arrow Expressway within Tulsa County, the Creek Turnpike, the Muskogee Turnpike and any land within one hundred fifty feet (150') on either side, but said definition shall exclude State Highway 51 in Wagoner County and all spurs or older routings.

**6. Other Industrial Land**

The Director may also approve tower construction if: the new tower to be constructed is within an industrially zoned area, the industrial district is at least ten acres in size, the tower location is no closer than three hundred fifty feet (350') feet to a residential structure, and the tower is no greater than one hundred feet (100') in height; or, on an existing tower or supporting structure as a co-location.

**7. Temporary Antennas**

Temporary antennas shall only be allowed in the following instances:

- a. In conjunction with a festival, carnival, or other activity requiring a special event permit from the City; and the antennas shall only be allowed commencing from one week prior to the event and be removed one week after the event; or
- b. In conjunction with a natural calamity such as a storm or other emergency as declared by the City's Police or Fire Departments, which calamity has damaged or destroyed the regular facilities, and the temporary facilities are needed to restore service until the damage can be repaired or replaced. The facility owner or the service provider shall notify the City within twenty-four (24) hours of the outage, and must receive an Administrative Permit if the temporary facility will be required for more than seven (7) days. Further, any temporary facilities that remain in place for in excess of six months must receive a permit from the City Council for the period in excess of six (6) months.

**8. Screening and Landscaping**

Landscaping and fencing requirements on existing towers and equipment facilities must be properly maintained prior to the administrative permit being issued by the Director, but new or additional requirements shall not be added for purposes of collocation.

**J. Council Permits for Towers**

If the tower or antenna may not be permitted administratively as described above in subsection i., then no tower may be constructed without securing a permit from the Broken Arrow City Council.

1. Applications for a tower permit from the City Council shall first obtain a specific use permit from the Planning Commission pursuant to Section 6.5 of this Ordinance.
2. The City Council may impose conditions that it, in good faith, believes is reasonably necessary to minimize any adverse effect of the proposed tower on adjoining properties, and that foster competition by encouraging multiple uses on co-location structures. For purposes of evaluation of the application, the use of a billboard as a basis for a tower shall be considered co-location, even if only one (1) antenna array is to be placed thereon.
3. The City Council may require particular evidence or special conditions in the event the Council determines the proposal may potentially contaminate water supplies, contaminate surface waters or soil, interfere with drainage, or interfere with the primary use of the public property.
4. All sized freestanding towers are prohibited in A-1 and RE zoning districts, including areas that are in fact used as agricultural or residential estate areas even though zoned at more intense levels. Towers in excess of 100 feet are prohibited in R1, RS-1, R2, RS-2, R3, and RS-3 zoning districts. Applicants in such areas shall be required to establish the necessity of the tower and all elements of the application by clear and convincing evidence.
5. When an applicant for a tower permit works with a developer of residential land, and designs a subdivision that uses a flagpole and guard house (or comparable camouflage) as elements within the design of the subdivision entrance or private park reserve, the approval of the final plat shall include the permit for the tower at a height not to exceed eighty feet (80') and used as the flagpole, and an equipment cabinet within the guardhouse.

**K. Factors Considered for City Council Approval**

The City Council shall consider the following factors in determining whether or not to issue a permit for a tower, although Council may modify one or more of these criteria if, in the particular circumstances of the application, Council concludes that the goals and intent of this Ordinance are better served by such modification. Factors to be considered are:

1. Height of the proposed tower;
2. Proximity of the tower to residential structures and adjacent residential lot boundaries;
3. Nature of uses on adjacent and nearby properties;
4. Surrounding topography;

5. Surrounding tree coverage and foliage;
6. Design of the tower, with particular reference to those design characteristics, which have the effect of reducing or eliminating visual obtrusiveness, or providing camouflage;
7. Proposed routes of ingress and egress;
8. Whether or not the tower is constructed so as to be available for co-location in the future; and
9. Whether or not there are suitable, existing towers or other supporting structures capable of meeting the technological needs of the applicant.

**L. Evidence of Capacity**

All evidence relating in any manner that in essence indicates that the application location is needed to improve the capacity of the system and is to address a specific and local geographic problem must be submitted in writing, and signed and sealed by an engineer, licensed in the State of Oklahoma.

**M. Warning Sirens**

All applications for new towers shall include an examination of the City's Emergency Warning Siren Location Map. If the new tower site is in a location where the Emergency Warning Siren Location Map indicates that a siren is proposed, then the permit may be conditioned on the granting of permission for the City of Broken Arrow to place and operate a storm siren warning system on the completed tower, at a height to be mutually agreed, but typically between twenty feet (20') and thirty feet (30') above the mean lot elevation, unless such location would create a technical problem for the applicant's system. Costs of the installation and operation of the warning siren shall be solely the responsibility of the City. Applicant shall advise at the time of the application what costs, rental, or other fees will be required for the placement of the warning siren.

**N. Radius Report**

If the application is for a tower in excess of two hundred feet (200') in industrial areas or if in excess of one hundred twenty (120') in any other zoning district, and Council action is required, then the applicant must provide a list of property owners within a three hundred foot (300') radius of the perimeter of the lot on which the tower is proposed, and the City shall notify the persons on the list by mailing notice of the hearing, all at applicant's expense.

**O. Collocation Contracts**

Any applicant who claims that a proposed tower will be used for collocation shall provide a form contract, which will be used for collocation for at least five years after construction. The contract shall only have blanks for the name of the lessee, date, location and size of the equipment shed, height of the antenna array and final price.

**P. Effect of Existing Tower Availability**

No new towers should be permitted by the Council unless the applicant demonstrates to the City Council's reasonable satisfaction that no existing tower or other structure can

accommodate the applicant's proposed antenna. Evidence of this unavailability may consist of any of the following:

1. No existing towers or structures are located within the geographic area required to meet applicant's engineering, capacity, or technical requirements;
2. Existing towers or structures are not of sufficient height or structural strength to meet the applicant's engineering, capacity, or technical requirements;
3. Applicant's proposed antenna would cause electromagnetic interference with existing antenna on existing towers or structures, or the existing antennas on the existing towers or structures would cause electromagnetic interference with applicant's proposed antenna;
4. The fees, costs, or contractual provisions required by the owner of the existing tower in order to share said tower structure are unreasonable. (In this regard, eight-year rental costs exceeding the costs of site acquisition and tower construction including engineering and design fees, are presumptively unreasonable); and
5. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

**Q. Setbacks and Security**

All towers must be set back a minimum distance of one hundred twenty percent (120%) of the total height of the tower and structure from any adjacent residential lot boundaries unless a greater setback is required by other provisions of this Ordinance. The location of towers, guy wires, and accessory facilities shall meet the minimum zoning district setback requirements and shall not be in the front yard of the principal use. Towers shall be enclosed by security fencing not less than eight feet (8') in height together with such appropriate anti-climbing devices as may be best utilized by the type of tower involved; provided the Council may waive security fencing requirement if other features of the site provide adequate substitute security. Camouflage technology may be used to justify a reduction or elimination of front yard setbacks as to the tower.

**R. Screening and Landscaping**

**1. Screening**

Tower facilities shall be visually buffered by a hedge of low-maintenance evergreen plant materials and approved opaque screening materials, which effectively screen the view of the tower compound and accessory facilities.

**2. Landscaping**

Existing trees and natural landscape and elevations around the site shall be preserved to the maximum extent possible. Shrub planting materials that are used for screening must be a minimum five (5) gallon evergreen; the evergreens must be capable of reaching the full height of the fencing materials at full growth. Trees shall be at least two inches (2") in caliper. Plant materials that die or do not effectively buffer the fencing materials shall be replaced. The landscaping plans shall include provisions for irrigation of all new materials proposed to be planted, or the landscape maintenance shall be bonded by insurance or other

surety company licensed to do business in Oklahoma; provided that a single bond in an adequate amount may be used for multiple sites.

**3. Fencing**

The privacy fencing or similar approved opaque screening materials shall be a minimum of eight feet (8') in height; a greater height of fencing shall be used as necessary to screen taller equipment sheds within the compound. Provided that equipment sheds which are adjacent to and camouflaged to resemble a structural element of the primary building on site do not have to be fenced.

4. A landscaping plan shall be included with the application and shall include operational information on how the planting materials will be maintained, irrigated, and fertilized.
5. Where a new application is made for an existing site at which the landscaping and screening has not been maintained, the issuance of the permit may be conditioned on the completion of the needed corrective action.

**S. Billboards**

No billboards may be added to communication towers except under 5.9(l)(5).

**T. Written Decision**

Any decisions to deny an application for the placement, construction, modification of towers for cellular or personal communication service, or specialized radio mobile service shall be conveyed to the applicant in writing, together with the summary of the evidence which supports a denial of the application. A copy of the minutes of the meeting, which contains some of the evidence, may be used in place of or in addition to other summaries. The decision shall further contain the date at which the public body denied the application. The applicant has thirty (30) days after the denial of the application, within which to seek judicial review. Therefore, the City will attempt to give notice in writing within five (5) business days of the denial of the application, unless the applicant or applicant's representative was present in the meeting at which the denial was announced.

**U. Five Year Permits, Notice of Use; Removal of Abandoned Towers**

1. Any tower that is not actually used as an antenna support for a continuous period of twelve (12) months shall be considered abandoned, and the permit owner(s) for such antenna(s) or tower shall remove same at their expense within ninety (90) days of receipt of notice from the City of Broken Arrow notifying the permit owner of said abandonment. Antennas that do not have electrical power shall not be considered in use.
2. In the event that such a tower is not removed, notice of the intent by the City to remove shall be given to the applicant and to the owner of the real estate on which the tower is located if different from the applicant. Abandoned antennas and towers are hereby declared a public nuisance, removable by the City Council in accordance with nuisance abatement procedures or through the claims on a posted bond.

3. Permits shall be renewed at the end of each five-year term, provided the permit owner delivers to the City, within thirty (30) days prior to the expiration of the five (5)-year term, a certification which displays that the tower is in use, the identity of the owners of the antennas located thereon, whether the tower is suitable for additional collocation, whether the standard lease contract has been changed (together with a copy of such changes), evidence that all conditions to the issuance of the permit are being satisfied, and evidence that all property taxes that are due on the tower and related facilities have been paid. Should the permit owner fail to satisfy these conditions then the permit shall automatically terminate at the end of the five-year period. Any permit for such tower and facilities that is terminated may only be reissued by following and satisfying the standards applicable at the time required for a new application.

**V. Driveway for Towers**

Any existing tower site that lawfully uses an unpaved driveway to access a public street, and which driveway allows the deposit of dirt, gravel or similar material to be deposited on the public streets during rain conditions, shall be considered a public nuisance, and may be abated in accordance with the general ordinances dealing with nuisance abatement.

**W. Permits Limited if Not Built**

A permit for a tower shall be valid for no more than one year, unless a valid building permit is issued and construction proceeds diligently.

**X. Proprietary Powers Reserved**

Nothing in this Section concerning the regulation of what is legally permissible or legally forbidden interferes with the proprietary right of the City Council to control the property held in the City's name or in the name of any of its trusts as either a corporate owner or as public trustee.