



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

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

*Chairperson Ricky Jones*  
*Vice Chair Lee Whelpley*  
*Member Fred Dorrell*  
*Member Mark Jones*  
*Member Pablo Aguirre*

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**Thursday, March 14, 2019**

**5:00 PM**

**Council Chambers**

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**AMENDED**

**1. Call To Order**

**2. Roll Call**

**3. Old Business**

**4. Consideration of Consent Agenda**

- A. [19-332](#) Approval of PT18-108, Revised Preliminary Plat, The Villages at Seven Oaks South, 13.68 acres, 58 Lots, A-1 to RS-3 (via BAZ-1622) to RS-3 to RS-4/PUD-280A (via BAZ-2010, BAZ-2023 & PUD-280), one-quarter mile east of 9th Street, south of New Orleans Street

**Attachments:** [2-SUBDIVISION CHECKLIST](#)  
[3-Villages at Seven Oaks South Preliminary Plat and Conceptual Utilities](#)

- B. [19-330](#) Approval of PT19-101, Preliminary Plat, Wyckford at Forest Ridge, 22.11 acres, 30 lots, R-1/PUD-66, one-third mile north of Houston Street (81st Street), one-half mile east of 65th Street (Oneta Road)

**Attachments:** [2-CHECKLIST.WYCKFORD AT FOREST RIDGE](#)  
[3-PRELIMINARY PLAT.WYCKFORD](#)  
[4-CONCEPTUAL UTILITIES PLAN.WYCKFORD](#)

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

**6. Public Hearings**

- A. [19-278](#) Public hearing, consideration, and possible action regarding PUD-135J (Planned Unit Development), a request for a minor amendment to PUD-135, Washington Lane VIII, 32.74 acres, R-2 to R-2/PUD-135J, one-half mile south of Washington Street, west of 9th Street

**Attachments:** [2-CASE MAP.PUD 135J](#)  
[3-AERIAL.PUD 135J](#)  
[4-COMP PLAN.PUD 135J](#)  
[5-PUD 135J.DESIGN STATEMENT](#)  
[6-EXCERPTS FROM PUD 135](#)

- B. [19-326](#) Public hearing, consideration, and possible action regarding SP-292 (Specific Use Permit), Broken Arrow Public Schools, 38.734 acres, A-1, one-half mile north of New Orleans Street (101st Street), one-half mile west of Evans Road (225th E. Avenue)

**Attachments:** [2-Case Map](#)  
[3-Aerial](#)  
[4-Development Concept and Standards](#)  
[5-Conceptual Improvement Plan](#)

**7. Appeals**

**8. General Commission Business**

**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

## Request for Action

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**File #: 19-332, Version: 1**

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### Broken Arrow Planning Commission

03-14-2019

**To:** Chairman and Commission Members

**From:** Development Services Department

**Title:** Approval of PT18-108, Revised Preliminary Plat, The Villages at Seven Oaks South, 13.68 acres, 58 Lots, A-1 to RS-3 (via BAZ-1622) to RS-3 to RS-4/PUD-280A (via BAZ-2010, BAZ-2023 & PUD-280), one-quarter mile east of 9<sup>th</sup> Street, south of New Orleans Street

#### Background:

**Applicant:** AAB Engineering, LLC

**Owner:** Seven Oaks South, LLC

**Developer:** Seven Oaks South, LLC

**Engineer:** AAB Engineering, LLC

**Location:** One-quarter mile east of 9<sup>th</sup> Street, south of New Orleans Street

**Size of Tract** 13.68 acres

**Number of Lots:** 58 proposed

**Present Zoning:** A-1 to RS-3 (via BAZ-1622) to RS-4/PUD-280 (via BAZ-2010, BAZ-2023 & PUD-280A)

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

PT18-108, the revised preliminary plat for The Villages at Seven Oaks South contains 13.68 acres and is proposed to be divided into 58 lots. This property, which is located one-quarter mile east of 9<sup>th</sup> Street, south of New Orleans Street, is presently zoned A-1 to RS-3 (via BAZ-1622).

BAZ-1622 was approved by the City Council on March 15, 2004, subject to the property being platted. On October 4, 2004, PUD-149, a request to amend the development standards of the RS-3 zoning district was tabled by the City Council. No further action was taken on this request.

On September 4, 2018, City Council approved PUD-280 and BAZ-2010 to rezone the property to RS-4. BAZ-2023 and major amendment to PUD-280, PUD-280A, will be considered by City Council on March 19, 2019 to amend the PUD boundary and rezone an additional 0.43 acre parcel to RS-4.

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

**Attachments:** Checklist



Preliminary Plat, Covenants, and Conceptual Utility Plan

**Recommendation:**

Staff recommends PT18-108, revised preliminary plat for The Villages at Seven Oaks South be approved, subject to the attached checklist.

**Reviewed By:**        **Larry R. Curtis**

**Approved By:**       **Michael Skates**

ALY

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

## **PLAT INFORMATION**

NAME OF PRELIMINARY PLAT: The Villages at Seven Oaks South  
CASE NUMBER: PT18-108  
RELATED CASE NUMBERS: PUD-280 & BAZ-2010  
COUNTY: Tulsa  
SECTION/TOWNSHIP/RANGE: 25/18/14  
GENERAL LOCATION: ¼ mile east of 9<sup>th</sup> Street, south of New Orleans Street  
CURRENT ZONING: RS-3 to RS-4/PUD-280 (via PUD-280 & BAZ-2010)  
SANITARY SEWER BASIN:  
STORM WATER DRAINAGE BASIN:

ENGINEER: AAB Engineering (Attn: Alan Betchan)  
ENGINEER ADDRESS: P.O. Box 2136  
Sand Springs, OK 74063

ENGINEER PHONE NUMBER: 918-514-4283

DEVELOPER: Seven Oaks South, LLC (Attn: Chuck Ramsay)  
DEVELOPER ADDRESS: 1420 W Kenosha Street  
Broken Arrow, OK 74012

DEVELOPER PHONE NUMBER: 918-261-5200

## **PRELIMINARY PLAT**

APPLICATION MADE:  
TOTAL ACREAGE: 13.68  
NUMBER OF LOTS: 57  
TAC MEETING DATE: August 7, 2018  
PLANNING COMMISSION MEETING DATE: August 9, 2018  
COMMENTS:

1. \_\_\_\_\_ Distinguish between the areas of the plat that are covered by PUD-280 & BAZ-2010 and the areas that are not.
2. \_\_\_\_\_ Add PUD-280 to the title block.
3. \_\_\_\_\_ On the vicinity map, Lynn Lane should be labeled as 9<sup>th</sup> Street and 111<sup>th</sup> Street should be labeled as Florence Street.
4. \_\_\_\_\_ Provide 25-foot front building lines on Block 2.
5. \_\_\_\_\_ Provided Restricted Access to the west side of Lot 10, Block 8 where it backs up to E. Orlando Street.
6. \_\_\_\_\_ Verify that all wedge shaped lots are a minimum of 52-feet wide at the front building setback line (email is acceptable).
7. \_\_\_\_\_ Show the front building line of the Seven Oaks South II lot directly east of Lot 1, Block 7.
8. \_\_\_\_\_ The South and Western boundary dimensions do not match the summed values of the lots.
9. \_\_\_\_\_ Revise the road title from E. Roanoke Pl. to E. Roanoke Pl.
10. \_\_\_\_\_ Add a U/E between Lots 4 & 5, Block 6 that the waterline from phase 2 loops into the existing cul-de-sac loop on Roanoke Pl.
11. \_\_\_\_\_ A variance request will need to be submitted with the engineering review to allow 12<sup>th</sup> Place to exceed 900-feet in length.
12. \_\_\_\_\_ Extend the sanitary sewer to Lot 8 Block 8
13. \_\_\_\_\_ Show the proposed equalization pipes under 12th place from East side of the detention facility to the West side
14. \_\_\_\_\_ Adjust the location of the waterline, crossing 12th place on the South end. The waterline and the inlet need space between the two for construction and there is not enough space for a tap on Lot 7 Block 6.
15. \_\_\_\_\_ Show the existing fire hydrant in Lot 1, Block 7 covering the South lots from the fire hydrant located in phase 2
16. \_\_\_\_\_ Extend the dead-end fire hydrant line on Quantico Street to the line on 12<sup>th</sup> Place.
17. \_\_\_\_\_ Connect the waterline between Lots 4 & 5, Block 6 to the existing line in Phase II to complete the Phase II waterline loop.
18. \_\_\_\_\_ Locate the waterline in the standard location as measured from the centerline of the street and provide a utility easement for the waterline.
19. \_\_\_\_\_ Reduce the width of Reserve C to 30-feet to accommodate the standard location of the waterline or make Reserve C a utility easement.

20. \_\_\_\_\_ In Section II.i of the covenants, add language to allow private storm sewer, public water and public sanitary sewer to cross Reserve C.
21. \_\_\_\_\_ Add fire hydrants to within the 600-foot residential spacing
22. \_\_\_\_\_ Recommend locating the fire hydrants at the street intersections
23. \_\_\_\_\_ Show the connection to existing waterline on Roanoke Pl
24. \_\_\_\_\_ Show the connection to the existing sanitary sewer at the southwest corner
25. \_\_\_\_\_ Design the outflow from the detention pond to match the original overland flow condition at the property line
26. \_\_\_\_\_ A variance request will need to be submitted during the engineering review for South 12<sup>th</sup> Place to exceed 900 feet in length.
27. \_\_\_\_\_ Place case number (PT18-108) in lower right corner of plat.

## **REVISED PRELIMINARY PLAT**

APPLICATION MADE:

TOTAL ACREAGE: 13.68

NUMBER OF LOTS: 58

TAC MEETING DATE: March 12, 2019

PLANNING COMMISSION MEETING DATE: March 14, 2019

COMMENTS:

1. \_\_\_\_\_ Distinguish between the areas of the plat that are covered by PUD-280 & BAZ-2010 and the areas that are not.
2. \_\_\_\_\_ On the vicinity map, Lynn Lane should be labeled as 9th Street and 111th Street should be labeled as Florence Street.
3. \_\_\_\_\_ Verify that all wedge shaped lots are a minimum of 52-feet wide at the front building setback line (email is acceptable).
4. \_\_\_\_\_ Provide a document number for the vacated ROW on Lot 6, Block 5.
5. \_\_\_\_\_ Place an R.A. on the west side of Lot 1, Block 5 and label the 20' build line.
6. \_\_\_\_\_ Place case number (PT18-108) in lower right corner of plat.
7. \_\_\_\_\_ In Section II.A of the covenants, add information on PUD-280A after City Council approval.
8. \_\_\_\_\_ List the assigned Detention Determination number and note on the face of the plat.
9. \_\_\_\_\_ The last sentence in Section IG7 states that the City of Broken Arrow in the event of the HOA failing to pay maintenance costs for maintenance of reserves A and B, that the City of Broken Arrow may place a lien against all lot owners. It is not the not the City of Broken Arrow practice on dealing with code enforcement abatements to place liens on all lots in a subdivision. All abatement dealings would be directly with the HOA. Remove or re-write that sentence.
10. \_\_\_\_\_ Section H – add language to section H that the HOA is responsible for the maintenance and landscaping of the islands in the streets, or add a separate reserve area for each island.
11. \_\_\_\_\_ Locate the waterline outside Reserve C in the utility easement or provide a separate waterline easement within the reserve.
12. \_\_\_\_\_ Section A – Differentiate between the public water and sanitary and the private storm sewer
13. \_\_\_\_\_ Section C – Notes 1 and 2, differentiate between the public water and sanitary and the private storm sewer
14. \_\_\_\_\_ Add the note to the face of the plat that backflow preventers are required for all structures.
15. \_\_\_\_\_ Don't show the building line or the U/E in Reserve A & B, language in the covenants dedicates them as U/E's
16. \_\_\_\_\_ Verify the South boundary length matches the sum of the lot dimensions shown
17. \_\_\_\_\_ Reserve space for the finished floor elevation table.

## **CONDITIONAL FINAL PLAT**

NAME OF CONDITIONAL FINAL PLAT:

APPLICATION MADE:

TOTAL ACREAGE:

NUMBER OF LOTS:

TAC MEETING DATE:

PLANNING COMMISSION MEETING DATE:

CITY COUNCIL MEETING DATE:

COMMENTS:

28. \_\_\_\_\_
29. \_\_\_\_\_
30. \_\_\_\_\_
31. \_\_\_\_\_
32. \_\_\_\_\_

## **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, 405-521-2271

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

\_\_\_\_ STORMWATER PLANS, ACCEPTED ON:  
\_\_\_\_ PAVING PLANS, ACCEPTED ON:  
\_\_\_\_ WATER PLANS, ACCEPTED ON:  
\_\_\_\_ SANITARY SEWER PLANS, ACCEPTED ON:  
\_\_\_\_ SEWAGE DISPOSAL PLANS, SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON:  
\_\_\_\_ WATER PLANS SENT TO 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? \_\_\_\_\_  
\_\_\_\_ PROJECT ENGINEER/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 (\$150 + (\$5 X ____ LOTS)	\$ _____
____ WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
____ EXCESS SEWER CAPACITY FEE (\$700 X ____ ACRES (LESS ANY AREA IN 100 YEAR FLOODPLAIN ONLY OR AREA IN GOLF COURSE)	\$ _____
____ 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. (\$150 X ____ SIGNS)	\$ _____
____ STORM WATER FEE-IN-LIEU OF DETENTION (.35 X ____ (SF INCREASED IMPERVIOUS \$ _____ AREA) (less any area in Reserve Area of 1/2 acre or more)	\$ _____

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

### **FINAL PROCESSING OF PLAT**

\_\_\_\_ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: \_\_\_\_\_  
\_\_\_\_ FEES PAID ON: \_\_\_\_\_ IN THE AMOUNT OF: \_\_\_\_\_  
\_\_\_\_ FINAL PLAT PICKED UP FOR RECORDATION ON: \_\_\_\_\_  
\_\_\_\_ 2 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT  
\_\_\_\_ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT



PRELIMINARY PLAT

# The Villages at Seven Oaks South

PUD 280A

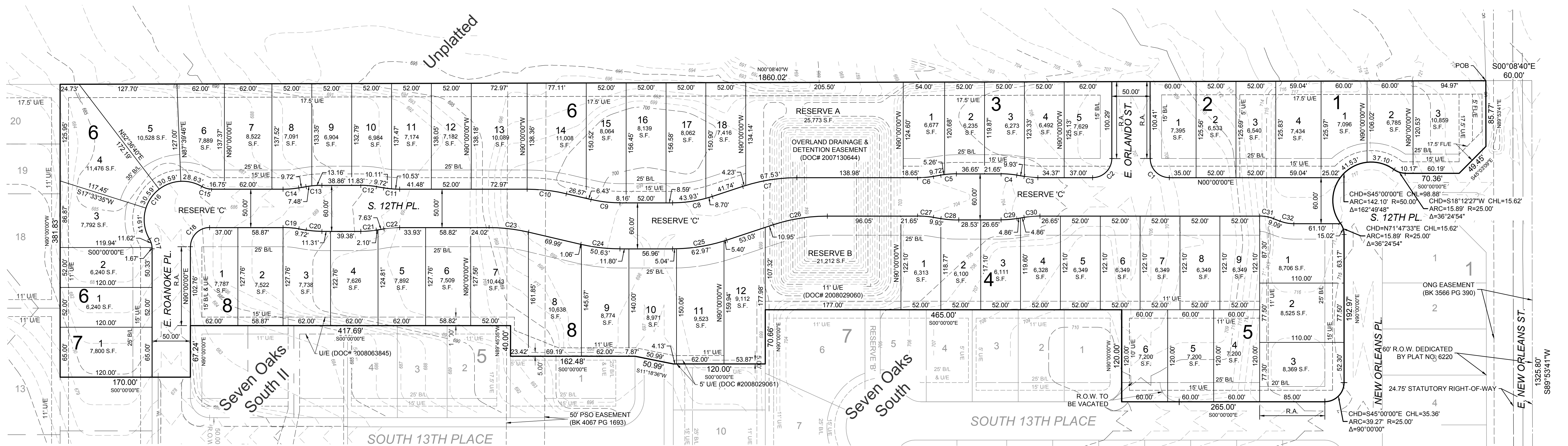
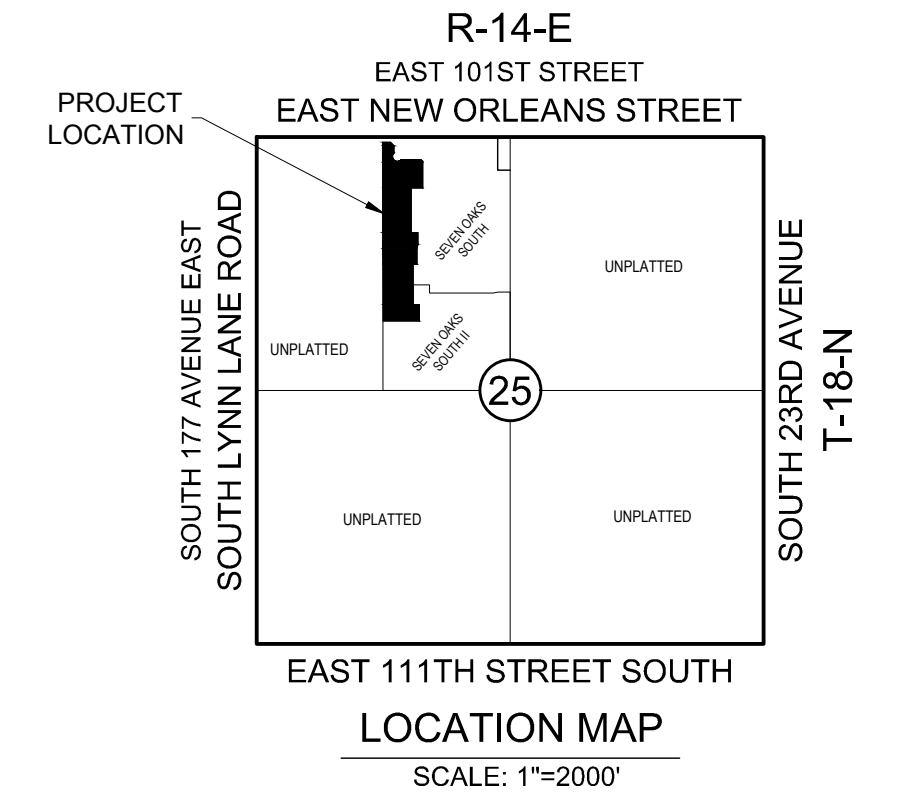
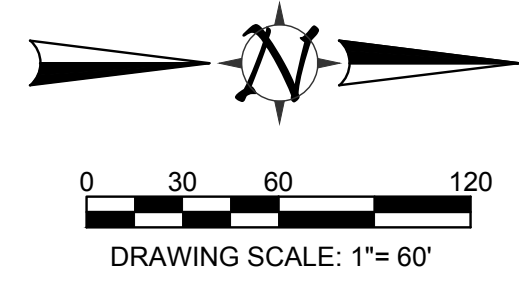
A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE E/2 NW/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

**OWNER/DEVELOPER**

SEVEN OAKS SOUTH, LLC  
1420 WEST KENOSHIA  
BROKEN ARROW, OK 74012  
PHONE: 918-261-5200  
ATTN: CHUCK RAMSAY

**ENGINEER/SURVEYOR**

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



**LEGEND**

B/L..... BUILDING LINE  
LNA..... LIMITS OF NO ACCESS  
POB..... POINT OF BEGINNING  
POC..... POINT OF COMMENCEMENT  
U/E..... UTILITY EASEMENT  
OD/E..... OVERLAND DRAINAGE EASEMENT  
R.O.W..... RIGHT-OF-WAY  
DOD..... DEED OF DEDICATION  
R.A..... RESTRICTED ACCESS  
XXXXX..... ADDRESSES

**FLOODPLAIN**

PROPERTY IS NOT LOCATED WITHIN A FEDERALLY DEFINED FLOOD HAZARD AREA PER FIRM PANEL 40143C0394, EFFECTIVE: SEPTEMBER 30, 2016

**SITE DATA**

**BENCHMARK**  
3" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED  
"TUL 4", SET WEST OF 23RD STREET, AND APPROXIMATELY 0.10  
MILES NORTH EAST OF FLORENCE STREET.  
ELEV = 633.40' (NAVD 1929)

**BASIS OF BEARINGS**  
THE BASIS OF BEARING FOR SAID TRACT IS S 89°53'41" W ALONG  
THE NORTH LINE OF THE NORTHWEST QUARTER (NW/4) OF  
SECTION 25, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE  
INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA  
COUNTY, STATE OF OKLAHOMA.

**MONUMENTATION**

A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED  
"CA6318" TO BE SET AT ALL LOT CORNERS, POINTS OF CURVE,  
POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF  
REVERSE CURVE, UNLESS NOTED OTHERWISE.

**ADDRESSES**

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

**CONTACTS**

**MUNICIPAL AUTHORITY**  
CITY OF BROKEN ARROW  
210 SOUTH 1ST STREET  
BROKEN ARROW, OK 74012

**UTILITY CONTACTS**

OKLAHOMA NATURAL GAS COMPANY 5848 EAST 15TH STREET TULSA, OK 74112 PHONE: 918.831.8293	AEP / PSO 212 EAST 6TH STREET TULSA, OK 74119 PHONE: 918.599.2351
WINDSTREAM TELECOM COMPANY 2300 EAST 1ST PLACE BROKEN ARROW, OK 74012 PHONE: 918.451.3427	COX COMMUNICATIONS 11811 EAST 51ST STREET TULSA, OK 74145 PHONE: 918.286.4658

**SUBDIVISION STATISTICS**

SUBDIVISION CONTAINS FIFTY EIGHT (58)  
LOTS IN EIGHT (8) BLOCKS AND THREE (3)  
RESERVE AREAS

BLOCK 1.....	0.57 ACRES - 3 LOTS
BLOCK 2.....	0.64 ACRES - 4 LOTS
BLOCK 3.....	0.76 ACRES - 5 LOTS
BLOCK 4.....	1.30 ACRES - 9 LOTS
BLOCK 5.....	1.08 ACRES - 6 LOTS
BLOCK 6.....	3.37 ACRES - 18 LOTS
BLOCK 7.....	0.18 ACRES - 1 LOT
BLOCK 8.....	2.38 ACRES - 12 LOTS

RESERVE A.....	0.59 ACRES
RESERVE B.....	0.49 ACRES

STREET R.O.W (RESERVE C).....2.32 ACRES

SUBDIVISION CONTAINS.....13.68 ACRES

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	39.27'	25.00'	35.36'	N45°00'00"E	C17	13.29'	25.00'	13.14'	S74°46'01"W
C2	39.27'	25.00'	35.36'	N45°00'00"W	C18	39.27'	25.00'	35.36'	S45°00'00"E
C3	17.72'	125.00'	71.71'	N05°24'01"E	C19	20.64'	125.00'	20.62'	S04°43'52"W
C4	20.64'	125.00'	20.62'	N04°43'52"E	C20	20.64'	125.00'	20.62'	S04°43'52"W
C5	20.64'	125.00'	20.62'	N04°43'52"W	C21	20.64'	125.00'	20.62'	S04°43'52"E
C6	20.64'	125.00'	20.62'	N04°43'52"W	C22	20.64'	125.00'	20.62'	S04°43'52"E
C7	71.77'	225.00'	71.46'	N09°08'16"W	C23	51.69'	225.00'	51.58'	S06°34'53"W
C8	52.63'	165.00'	52.41'	N09°08'16"W	C24	51.69'	225.00'	51.58'	S06°34'53"W
C9	37.91'	165.00'	37.82'	N06°34'53"E	C25	71.77'	225.00'	71.46'	S09°18'16"E
C10	51.69'	225.00'	51.58'	N06°34'53"E	C26	71.77'	225.00'	71.46'	S09°18'16"E
C11	20.64'	125.00'	20.62'	N04°43'52"E	C27	20.64'	125.00'	20.62'	S04°43'52"W
C12	20.64'	125.00'	20.62'	N04°43'52"E	C28	23.56'	125.00'	23.53'	S04°03'43"W
C13	20.64'	125.00'	20.62'	N04°43'52"W	C29	20.64'	125.00'	20.62'	S04°43'52"E
C14	20.64'	125.00'	20.62'	N04°43'52"W	C30	20.64'	125.00'	20.62'	S04°43'52"E
C15	13.29'	25.00'	13.14'	N15°13'59"E	C31	18.44'	50.00'	18.34'	S10°33'54"W
C16	131.71'	50.00'	96.80'	N45°00'00"W	C32	18.44'	50.00'	18.34'	S10°33'54"W

NORTHEAST CORNER OF THE E/2  
NW/4 OF SECTION 25 T-18-N R-14-E

APPROVED BY THE CITY COUNCIL OF THE  
CITY OF BROKEN ARROW, OKLAHOMA.

MAYOR \_\_\_\_\_

ATTEST: CITY CLERK \_\_\_\_\_





# The Villages at Seven Oaks South

PUD 280A

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE E/2 NW/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

## OWNER/DEVELOPER

SEVEN OAKS SOUTH, LLC

1420 WEST KENOSHA  
BROKEN ARROW, OK 74012  
PHONE: 918-261-5200  
ATTN: CHUCK RAMSAY

## ENGINEER/SURVEYOR

AAB ENGINEERING LLC

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

### DEED OF DEDICATION AND RESTRICTIVE COVENANTS

NOW ALL MEN BY THESE PRESENTS:

SEVEN OAKS SOUTH, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER TOGETHER REFERRED TO AS THE 'OWNER/DEVELOPER' IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, BROKEN ARROW COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND SITUATED IN THE EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4) OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4) OF SECTION 25, THENCE SOUTH 89°53'41" WEST ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 1325.80 FEET; THENCE SOUTH 00°08'40" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. SAID POINT OF BEGINNING ALSO BEING ON THE BOUNDARY OF SEVEN OAKS SOUTH, A SUBDIVISION IN THE CITY OF BROKEN ARROW AND THENCE ALONG SAID BOUNDARY OF SEVEN OAKS SOUTH FOR THE FOLLOWING SEVENTEEN CALLS; THENCE NORTH 89°53'41" EAST, A DISTANCE OF 85.77 FEET; THENCE SOUTH 45°03'09" EAST, A DISTANCE OF 49.45 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 70.36 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET AND A DELTA OF 36°24'54", HAVING A CHORD BEARING OF SOUTH 18°12'27" WEST AND A CHORD DISTANCE OF 15.62 FEET, AN ARC DISTANCE OF 15.89 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET AND A DELTA OF 162°49'48", HAVING A CHORD BEARING OF SOUTH 45°00'00" EAST AND A CHORD DISTANCE OF 98.88 FEET, AN ARC DISTANCE OF 142.10 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET AND A DELTA OF 36°24'54", HAVING A CHORD BEARING OF NORTH 71°47'33" EAST AND A CHORD DISTANCE OF 15.62 FEET, AN ARC DISTANCE OF 15.89 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 192.97 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET AND A DELTA OF 90°00'00", HAVING A CHORD BEARING OF SOUTH 45°00'00" EAST AND A CHORD DISTANCE OF 35.36 FEET, AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 285.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 465.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 70.66 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 11°18'36" WEST, A DISTANCE OF 50.89 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 162.48 FEET; THENCE NORTH 89°45'35" WEST A DISTANCE OF 40.00 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 417.89 FEET ALONG THE BOUNDARY OF SAID SEVEN OAKS SOUTH AND ALONG THE BOUNDARY OF SEVEN OAKS SOUTH II, A SUBDIVISION IN THE CITY OF BROKEN ARROW AND THENCE ALONG SAID BOUNDARY OF SEVEN OAKS SOUTH II FOR THE FOLLOWING THREE CALLS; THENCE NORTH 90°00'00" EAST A DISTANCE OF 67.24 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 170.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 381.83 TO THE NORTHWEST CORNER OF SAID SEVEN OAKS SOUTH II; THENCE SOUT 00°08'40" WEST, A DISTANCE OF 1860.02 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 595,971.88 SQUARE FEET OR 13.68 ACRES

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 58 LOTS IN 8 BLOCKS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "THE VILLAGES AT SEVEN OAKS SOUTH", A SUBDIVISION IN THE CITY OF BROKEN ARROW, BROKEN ARROW COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "THE VILLAGES AT SEVEN OAKS SOUTH" OR THE "SUBDIVISION").

### SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

- A. **PUBLIC STREETS AND GENERAL UTILITY EASEMENTS**  
THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.
- B. **UNDERGROUND SERVICE**
- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
  - UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
  - THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION

- FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION 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 THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
  - THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- C. **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 THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
  - WITHIN THE UTILITY 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 WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED. THE CITY OF BROKEN ARROW MAY SPECIFICALLY ENFORCE THIS PROVISION.
  - THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
  - THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
  - THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- D. **PAVING AND LANDSCAPING WITHIN EASEMENTS**  
THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.
- E. **GAS SERVICE**
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
  - WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
  - THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
  - THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT AREAS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
  - UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
  - THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- F. **SURFACE DRAINAGE AND LOT GRADING RESTRICTION**  
EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- G. **RESERVE AREAS A & B**
- THE USE OF RESERVE AREAS A & B SHALL BE LIMITED TO USE AS OPEN SPACE, LANDSCAPING, OVERLAND DRAINAGE, DETENTION AND UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.
  - THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE A (STORMWATER DETENTION EASEMENT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.
  - DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENT SHALL BE CONSTRUCTED 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 STORMWATER DETENTION EASEMENT NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
  - DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN THIS DEED OF DEDICATION, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES

AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
  - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
  - THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
  - CLEANING OF SILTATION AND VEGETATION FROM CHANNELS SHALL BE PREFORMED TWICE YEARLY.
- LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL BE ALLOWED WITHIN THE STORMWATER DETENTION EASEMENT.
  - IN THE EVENT THE HOMEOWNERS ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE HOMEOWNERS ASSOCIATION. IN THE EVENT THE HOMEOWNERS ASSOCIATION 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 IN THE LAND RECORDS OF THE BROKEN ARROW COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT IN THE SUBDIVISION, PROVIDED THAT THE LIEN AGAINST A LOT SHALL BE EQUAL TO 1/88TH OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- H. **RESERVE AREA C (PRIVATE STREETS)**  
THE OWNER/DEVELOPER HEREBY DEDICATES THE AREAS DEDICATED ON THE ACCOMPANYING PLAT AS RESERVE C AS PRIVATE STREETS FOR THE COMMON USE AND ENJOYMENT OF THE PROPERTY OWNERS ADJACENT THERETO, AND THEIR HEIRS GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS LOTS AND TO AND FORM THE PUBLIC STREETS. SAID STREETS SHALL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION AT THEIR SOLE COSTS.

#### I. 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 STANDARDS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER, THE BUILDER OF EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

#### J. MINIMUM BUILDING SETBACKS AND YARDS

- NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.
- EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARD ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN (15) FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN TWENTY-FIVE (25) FEET. NO ACCESS SHALL BE ALLOWED TO STREETS WHERE ABUTTING BUILDING LINE IS LESS THAN 25 FEET.
- THE MINIMUM REAR YARD SHALL BE TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.
- NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

### SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

#### A. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS BLOCKS 2, 3, 4, 6, 8 AND RESERVES A, B & C OF THE VILLAGES AT SEVEN OAKS SOUTH WERE SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD 280 PURSUANT TO SECTION 3, ARTICLE VII OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, (ORDINANCE NO. 1560) AS AMENDED AND EXISTED ON MAY 2, 2005 (HEREINAFTER REFERRED TO AS THE "BROKEN ARROW ZONING ORDINANCE"), WHICH PUD - 280 WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON AUGUST 9 2018, AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON SEPTEMBER 4 2018; AND WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA; THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH: COVENANTS SET OUT IN SECTION II SHALL APPLY TO BLOCKS 2, 3, 4, 6, 8 AND RESERVES A, B & C ONLY.

B.	<u>PERMITTED USES</u>	SINGLE FAMILY DETACHED DWELLINGS
C.	<u>GROSS LAND AREA</u>	11.79 ACRES FOR PUD-280A
D.	<u>MAXIMUM NUMBER OF DWELLING UNITS</u>	49
E.	<u>MINIMUM LOT WIDTH</u>	52 FEET
F.	<u>MINIMUM LOT AREA</u>	6,200 SF
G.	<u>MAXIMUM BUILDING HEIGHT</u>	PER RS-4 ZONING
H.	<u>YARD AND BUILDING SETBACKS</u>	PER RS-4 ZONING

- I. **PRIVATE STREETS (RESERVE C)**  
ALL STREETS WITHIN THE PUD WILL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALL STREETS SHALL BE CONSTRUCTED ACCORDING TO THE CITY OF BROKEN ARROW MINOR RESIDENTIAL PUBLIC STREET STANDARD AND WHOLLY CONTAINED WITHIN RESERVE 'C' WITH ONE EXCEPTION. SOUTH 12TH PLACE WILL BE ALLOWED TO EXCEED THE 900 MAXIMUM BLOCK LENGTH. STREETS SHALL BE DESIGNED IN ACCORDANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA. STREETS SHALL BE GATED PROVIDED ALL SUCH GATES MEET THE ACCESS REQUIREMENTS OF THE CITY OF BROKEN ARROW FIRE MARSHAL. RESERVE AREAS C SHALL BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION WHICH SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL IMPROVEMENTS CONTAINED WITHIN THAT RESERVE.
- J. **LANDSCAPE AND SCREENING STANDARDS**  
LANDSCAPING AND SCREENING WILL BE PROVIDED ALONG NEW ORLEANS STREET AND SHALL CONFORM TO THE CITY OF BROKEN ARROW ZONING ORDINANCE 1930 AS IT PERTAINS TO RS-4 ZONING. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE CITY OF BROKEN ARROW AT THE SAME TIME THE LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

### SECTION III. PRIVATE RESTRICTIONS

#### A. ARCHITECTURAL COMMITTEE

- PLAN REVIEW. NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.
- TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON JANUARY 1, 2025, BE DEEMED TRANSFERRED TO THE SEVEN OAKS SOUTH HOMEOWNERS' ASSOCIATION, INC. (TO BE ESTABLISHED AS SET FORTH WITHIN SECTION IV HEREOF), OR UPON WRITTEN ASSIGNMENT TO SAID HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

#### B. USE

THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. ONLY ONE RESIDENCE SHALL BE PERMITTED UPON A LOT.

PRELIMINARY PLAT

# The Villages at Seven Oaks South

PUD 280A

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE E/2 NW/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

## OWNER/DEVELOPER

SEVEN OAKS SOUTH, LLC  
1420 WEST KENOSHA  
BROKEN ARROW, OK 74012  
PHONE: 918-261-5200  
ATTN: CHUCK RAMSAY

## ENGINEER/SURVEYOR

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

### C. FLOOR AREA

- A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,500 SQUARE FEET OF FINISHED HEATED LIVING AREA.
- IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,200 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA.
- THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREAS, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREAS, AND ANY AREA LESS THAN FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.
- THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPH 1 AND 2 OF THIS SUBSECTION C.

### D. MAXIMUM BUILDING HEIGHT

NO BUILDING SHALL EXCEED TWO AND ONE HALF STORIES OR THIRTY- FIVE FEET IN HEIGHT.

### E. GARAGES

WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF TWO PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

### F. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

### G. MASONRY

THE EXTERIOR SURFACE OF ALL DWELLINGS, EXCEPTING WINDOWS AND DOORS, SHALL BE 100% BRICK, NATURAL ROCK OR STUCCO, TO THE FIRST FLOOR TOP PLATE, PROVIDED HOWEVER THAT THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, WAIVE THIS REQUIREMENT.

### H. WINDOWS

WITHIN A DWELLING, ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

### I. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, EXCEPT FOR PORCHES AND PATIOS THAT IN NO EVENT SHALL HAVE A ROOF PITCH OF LESS THAN 4/12.

### J. ROOFING MATERIALS

ROOFING FOR A DWELLING SHALL BE SELF-SEALING COMPOSITION SHINGLES, TAMKO HERITAGE 30 YEAR WEATHERED WOOD IN COLOR. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED.

### K. DRIVEWAYS

DRIVEWAYS SHALL BE CONCRETE, SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, AND SHALL REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

### L. FENCING

- ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED, HOWEVER, ON CORNER LOTS, FENCING MAY EXTEND TO THE SIDE YARD LOT LINE, EXCEPT AS SPECIFIED IN SECTION L(2) IMMEDIATELY BELOW. (I) ALL FENCING SHALL BE 6" PRIVACY CONSTRUCTED OF STANDARD WOOD; AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING IS PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT, FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PREAPPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO RESERVE AREAS ONLY.
- WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES, PONDS OR DETENTION FACILITIES IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FOUR FEET (4') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING THE LAKE AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES, SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.

### M. PERIMETER FENCING

THE OWNER/DEVELOPER HEREIN ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION A PERPETUAL EXCLUSIVE EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE BOUNDARIES FOR THE SUBDIVISION ADJACENT TO EAST NEW ORLEANS STREET WITHIN THE FENCE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "F&E."

### N. SEASONAL DECORATIONS

ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

### O. ON-SITE CONSTRUCTION

NO RESIDENCE OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

### P. OUTBUILDINGS

WITHIN EACH LOT, OUTBUILDINGS ARE PROHIBITED.

### Q. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

### R. ANTENNAS

EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, EXCEPT SATELLITE DISHES NOT EXCEEDING 20" IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE, OR GROUND MOUNTED WITHIN A REAR YARD IF NOT EXCEEDING 6' IN HEIGHT, AND IN EACH INSTANCE THE SATELLITE DISH SHALL NOT BE VISIBLE FROM THE STREET VIEW OF THE DWELLING.

### S. LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

### T. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS AND OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

### U. NON-RECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT

NO NON-RECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE.

### V. CLOTHESLINES AND GARBAGE RECEPTACLES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT OR ANY RESERVE AREA.

### W. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

### X. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR UPON ANY RESERVE AREA, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

### Y. SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT. SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD MAY BE UP TO TWELVE (12) SQUARE FEET.

### Z. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

### AA. GARAGE SALES/YARD SALES

GARAGE SALES/YARD SALES WILL BE ALLOWED ONCE EACH CALENDAR YEAR, THE DATE WILL BE SET BY THE BOARD OF DIRECTORS OF THE SEVEN OAKS SOUTH HOMEOWNERS' ASSOCIATION.

### AB. TEMPORARY TRASH RECEPTACLES

A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

### AC. BASKETBALL GOALS

NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN ANY OF THE STREET RIGHTS OF WAY.

## SECTION IV. HOMEOWNERS' ASSOCIATION

### A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE VILLAGES AT SEVEN OAKS SOUTH (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF THE VILLAGES AT SEVEN OAKS SOUTH.

### B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

### C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

## SECTION V. 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/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, 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. THE COVENANTS CONTAINED IN SECTION II, PRIVATE RESTRICTIONS, AND SECTION III, HOMEOWNERS' ASSOCIATION, SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION IV, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. 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, IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION IV AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

### B. DURATION

THESE RESTRICTIONS, 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 THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

### C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, 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 COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION IV, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. 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: SEVEN OAKS SOUTH, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

SEVEN OAKS SOUTH, LLC,  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
CHUCK RAMSAY, MANAGER

STATE OF OKLAHOMA )  
) SS  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY  
CHUCK RAMSAY, MANAGER OF SEVEN OAKS SOUTH, LLC

NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_

### CERTIFICATE OF SURVEY

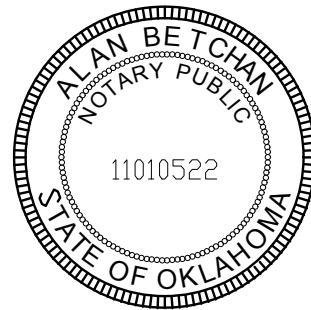
I, JAY P. BISSELL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "THE VILLAGES AT SEVEN OAKS SOUTH" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

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

STATE OF OKLAHOMA )  
) SS.  
COUNTY OF TULSA )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC  
MY COMMISSION EXPIRES: NOVEMBER 20, 2019  
COMMISSION NUMBER: 11010522  
MY COMMISSION EXPIRES:  
COMMISSION NUMBER:





CONCEPTUAL IMPROVEMENTS

# The Villages at Seven Oaks South

PUD \_\_\_\_

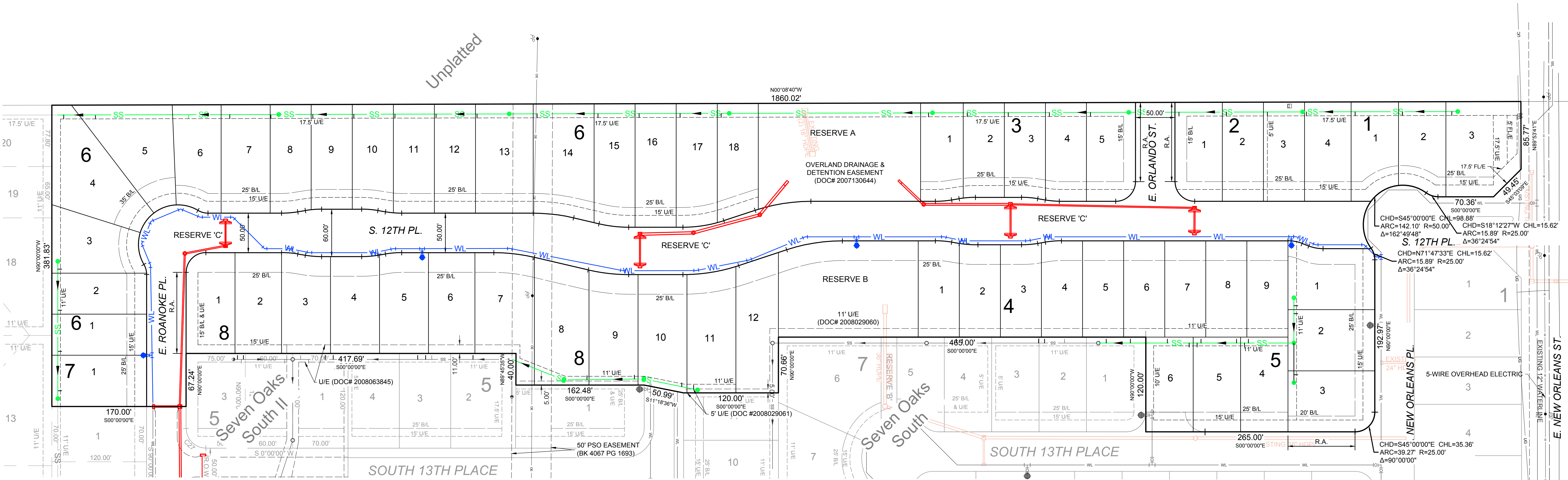
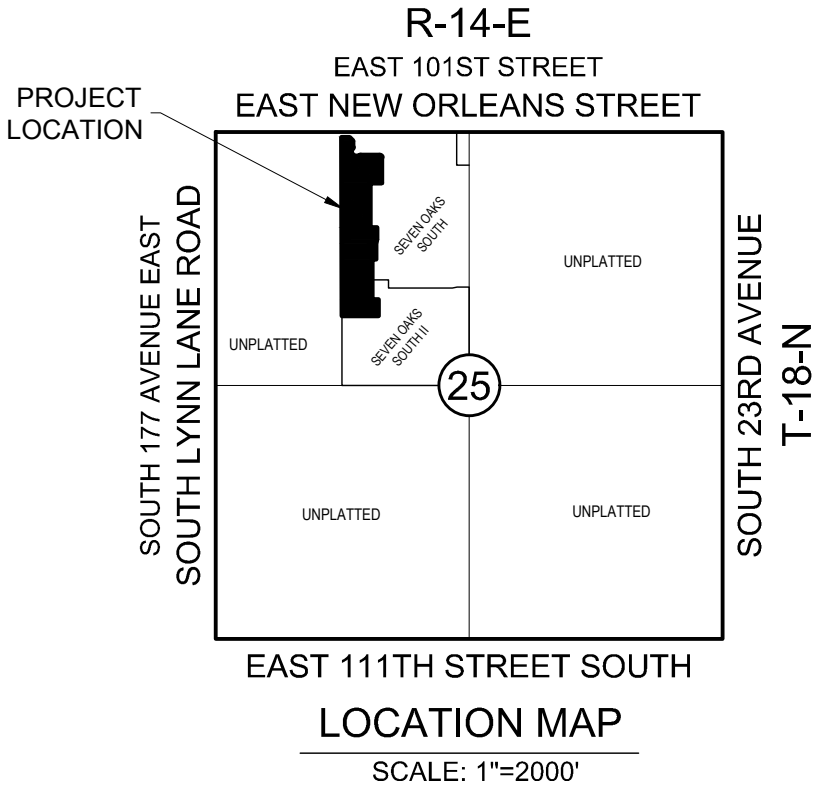
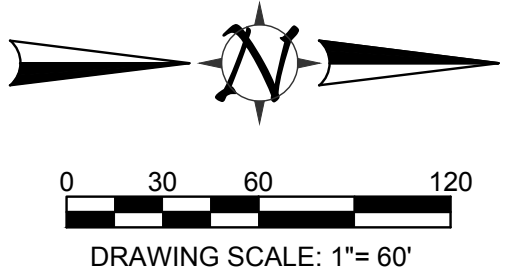
A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE E/2 NW/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

**OWNER/DEVELOPER**

SEVEN OAKS SOUTH, LLC  
1420 WEST KENOSHA  
BROKEN ARROW, OK 74012  
PHONE: 918-261-5200  
ATTN: CHUCK RAMSAY

**ENGINEER/SURVEYOR**

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



**CONTACTS**

MUNICIPAL AUTHORITY  
CITY OF BROKEN ARROW  
210 SOUTH 1ST STREET  
BROKEN ARROW, OK 74012

**UTILITY CONTACTS**

OKLAHOMA NATURAL  
GAS COMPANY  
5848 EAST 16TH STREET  
TULSA, OK 74112  
PHONE: 918.831.8293

WINDSTREAM TELECOM COMPANY  
2300 EAST 1ST PLACE  
BROKEN ARROW, OK 74012  
PHONE: 918.451.3427

AEP / PSO  
212 EAST 6TH STREET  
TULSA, OK 74119  
PHONE: 918.599.2351

COX COMMUNICATIONS  
11811 EAST 51ST STREET  
TULSA, OK 74145  
PHONE: 918.286.4658

**LEGEND**

B/L.....	BUILDING LINE
LNA.....	LIMITS OF NO ACCESS
R.A.....	RESTRICTED ACCESS
U/E.....	UTILITY EASEMENT
F/E.....	FENCE EASEMENT
.....	PROPOSED WATER LINE
SS.....	PROPOSED SANITARY SEWER LINE
SS.....	EXISTING SANITARY SEWER LINE
.....	PROPOSED STORM SEWER LINE
.....	EXISTING STORM SEWER LINE

THE VILLAGES AT SEVEN OAKS SOUTH

Case No. \_\_\_\_\_  
Development No. ###-###  
Sheet 1 of 1

PLOT DATE: 11/14/2019 FILE: P181425-VILLAGES AT SEVEN OAKS SOUTH (SEVEN OAKS SOUTH) VILLAGES







# City of Broken Arrow

## Request for Action

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**File #: 19-330, Version: 1**

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### Broken Arrow Planning Commission

03-14-2019

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

**Title:** Approval of PT19-101, Preliminary Plat, Wyckford at Forest Ridge, 22.11 acres, 30 lots, R-1/PUD-66, one-third mile north of Houston Street (81<sup>st</sup> Street), one-half mile east of 65<sup>th</sup> Street (Oneta Road)

#### Background:

**Applicant:** Tim Terral, TEP  
**Owner:** The Robson Companies, Inc.  
**Developer:** The Robson Companies, Inc.  
**Engineer:** Tulsa Engineering & Planning Associates, Inc.  
**Location:** One-third mile north of Houston Street (81st Street), one-half mile east of 65th Street (Oneta Road)  
**Size of Tract:** 22.11 acres  
**Number of Lots:** 30  
**Present Zoning:** R-1/PUD 66  
**Comp Plan:** Level 2

The preliminary plat for Wyckford at Forest Ridge contains 22.11 acres located one-third mile north of Houston Street (81<sup>st</sup> Street), one-half mile east of 65<sup>th</sup> Street (Oneta Road). The proposed development, which will be gated, contains 30 single-family lots with the only point of access being from Forest Ridge Boulevard. All the streets in the development will be private with the maintenance of the streets and the other reserve areas being the responsibility of the Forest Ridge Homeowners Association. The right-of-way associated with the streets is reduced from 50 feet to 30 feet, however, the front building setback has been increased from 25 feet to 30 feet. The net result is that buildings will set 5 feet closer to the street than typical single-family detached structures.

Wyckford at Forest Ridge is part of PUD 66 that was approved by the City Council on August 1, 1988. The proposed development, which was identified as Tract D in PUD 66, abuts the Forest Ridge Golf Course on all four sides. The proposed development is in compliance with the development regulations of PUD 66.

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

**Attachments:** Checklist  
Preliminary Plat and Covenants  
Conceptual Utility plan

#### Recommendation:

Staff recommends PT19-101, preliminary plat for Wyckford at Forest Ridge, be approved, subject to the attached checklist.

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**File #: 19-330, Version: 1**

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**Reviewed By: Larry R. Curtis**

**Approved by: Michael W. Skates**

BDM

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

## **PLAT INFORMATION**

NAME OF PRELIMINARY PLAT: Wyckford at Forest Ridge

CASE NUMBER: PT19-101

RELATED CASE NUMBERS: PUD-66

COUNTY: Wagoner

SECTION/TOWNSHIP/RANGE: 10/18/15

GENERAL LOCATION: One-half mile east of Oneta Road, one-third mile north of Houston Street

CURRENT ZONING: PUD-66/R-1

SANITARY SEWER BASIN: Lynn Lane

STORM WATER DRAINAGE BASIN: Adams Creek

ENGINEER: Tulsa Engineering and Planning Associates, Inc.

ENGINEER ADDRESS: 9820 E. 41<sup>st</sup> Street, Suite 102  
Tulsa, OK 74146

ENGINEER PHONE NUMBER:

DEVELOPER: The Robson Companies, Inc.

DEVELOPER ADDRESS: 901 N. Forest Ridge Boulevard  
Broken Arrow, OK 74014

DEVELOPER PHONE NUMBER: 918-357-2787

## **PRELIMINARY PLAT**

APPLICATION MADE: February 19, 2019

TOTAL ACREAGE: 22.11 acres

NUMBER OF LOTS: 30

TAC MEETING DATE: March 12, 2019

PLANNING COMMISSION MEETING DATE: March 14, 2019

COMMENTS:

1. ☐ Show the width of the right-of-way associated with Reserve A.
2. ☐ Provide street access to Reserve E.
3. ☐ Label the utility easement and show its width along the east side of Lot 18, Block 1.
4. ☐ Place case number (PT19-101) in lower right corner of plat.
5. ☐ In the sidewalk detail, show the building setback line and utility easement to be 30 feet in width since that is what is reflected on all the lots.
6. ☐ Provide information on the square footage of each lot.
7. ☐ Incorporate the development regulations of PUD 66 in the covenants.
8. ☐ Show a sidewalk easement along the north side of the street from Lot 1, Block 1 to Forest Ridge Boulevard.
9. ☐ Provide a utility easement by separate instrument along the north side of the street from Lot 1, Block 1 to Forest Ridge Boulevard. Easement shall be submitted, accepted by the City Council, and recorded in Wagoner County. The document number for the easement shall be shown on the plat prior to the plat being recorded.
10. ☐ On Lot 8, Block 1, provide the dimension from the tick mark for the curve to the east property line.
11. ☐ Dimensions on Lots 11, 17, 19, and 28, Block 1 and Lots 1 and 2, Block 2 are not readable because of text overlapping with sidewalk easement lines.
12. ☐ Provide dimensions and bearings that show where the traffic control medians are located in the streets.
13. ☐ Section 1.1 of the covenants, 12<sup>th</sup> line, references "sewer". Is this sanitary, storm, or both? Please clarify. Same comment in Section 1.3.
14. ☐ Include a reference to Traffic Control Median C in Section 1.10 of the Covenants.
15. ☐ Extend the sidewalk easement across the street frontage of Reserve B or acknowledge for all of Reserve B that there is a sidewalk easement.
16. ☐ Revise the boundary dimensions or the lot dimensions so that the sum of the lot dimensions add up to the overall boundary length.
17. ☐ Revise C numbers C3, C4, C28, C25, C15, C35 to match the sum of the lot values
18. ☐ Revise the C numbers around Reserve B, in the table.
19. ☐ Show the storm water detention easements needed for the offsite storm water storage
20. ☐ Provide a closure statement
21. ☐ Section 1.3, provide language to restrict the sanitary connection to the front of the lots, unless otherwise specified

22. \_\_\_\_\_ Update the legal description to match the plan view and the sum of the lot values
23. \_\_\_\_\_ Section 3.14, provide language specifying that a single sidewalk and its location, is needed on the entry street.
24. \_\_\_\_\_ Use a bolder linetype for the FEMA 100-year floodplain boundary. It currently blends in with the contour lines shown and is not easily identifiable.
25. \_\_\_\_\_ Correct the DD number on the stormwater detention note to the one assigned for this project.
26. \_\_\_\_\_ Section 11.8 describes easements A, C, D, and E. Easements D and E contain overland drainage easements on all or parts of them to contain the FEMA 100-year floodplain boundary. Place language describing overland drainage easements for Reserves D and E and the restrictions that go with overland drainage easements. There are some things listed in sections 1.8.2 and 1.8.3 that should not be performed within the FEMA 100-year floodplain. Clarify and further break out uses of Reserves A, C, D, and E, which each have differing main functions instead of grouping all of their uses together.
27. \_\_\_\_\_ There is no language describing use of Reserve B and the overland drainage easement that goes with the proposed detention pond to be built there. Provide detention easement and maintenance language for Reserve B.

## **CONDITIONAL FINAL PLAT**

NAME OF CONDITIONAL FINAL PLAT:

APPLICATION MADE:

TOTAL ACREAGE:

NUMBER OF LOTS:

TAC MEETING DATE:

PLANNING COMMISSION MEETING DATE:

CITY COUNCIL MEETING DATE:

COMMENTS:

28. \_\_\_\_\_
29. \_\_\_\_\_
30. \_\_\_\_\_
31. \_\_\_\_\_ 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.
32. \_\_\_\_\_ Finished for elevations (FFE) shall be shown for each lot on the Final Plat along with identification of lots requiring backflow preventers.
33. \_\_\_\_\_ Show monuments on plat.
34. \_\_\_\_\_ Provide written documentation (email is acceptable) that the slopes on lots adjacent to a drainage channel do not exceed a 4:1 slope.
35. \_\_\_\_\_

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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, 405-521-2271

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

\_\_\_\_\_ STORMWATER PLANS, ACCEPTED ON:

\_\_\_\_\_ PAVING PLANS, ACCEPTED ON:

\_\_\_\_\_ WATER PLANS, ACCEPTED ON:

\_\_\_\_\_ SANITARY SEWER PLANS, ACCEPTED ON:

\_\_\_\_\_ SEWAGE DISPOSAL PLANS, SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON:

\_\_\_\_ WATER PLANS SENT TO 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? \_\_\_\_\_  
\_\_\_\_ PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: \_\_\_\_\_

## PLANNING DEPARTMENT APPROVAL

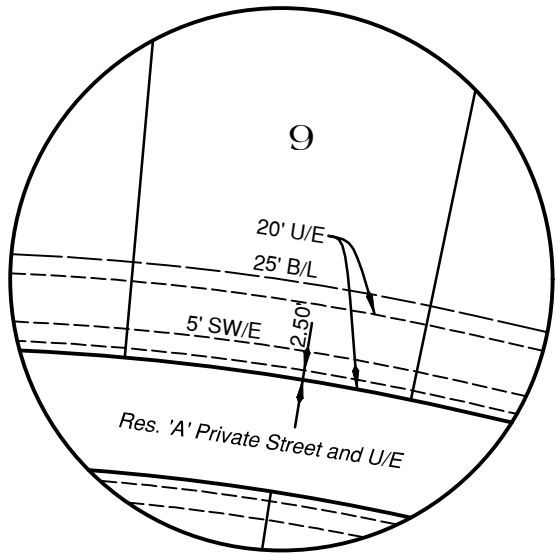
\_\_\_\_ ADDRESSES REVIEWED AND APPROVED?  
\_\_\_\_ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?  
\_\_\_\_ PLANNING DEPARTMENT REVIEW COMPLETE ON:  
\_\_\_\_ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:  
\_\_\_\_ FINAL PLAT SENT TO PROJECT ENGINEER FOR FINAL REVIEW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

## FEES

____ FINAL PLAT PROCESSING FEE (\$150 + (\$5 X ____ LOTS)	\$ _____
____ WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
____ EXCESS SEWER CAPACITY FEE (\$700 X ____ ACRES (LESS ANY AREA IN 100 YEAR FLOODPLAIN ONLY OR AREA IN GOLF COURSE)	\$ _____
____ 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. (\$150 X ____ SIGNS)	\$ _____
____ SIDEWALK ESCROW	\$ _____
____ STORM WATER FEE-IN-LIEU OF DETENTION (.35 X ____ (SF INCREASED IMPERVIOUS AREA) (less any area in Reserve Area of ½ acre or more)	\$ _____
<b>TOTAL FEE(S)</b>	<b>\$ _____</b>

## FINAL PROCESSING OF PLAT

\_\_\_\_ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: \_\_\_\_\_  
\_\_\_\_ FEES PAID ON: \_\_\_\_\_ IN THE AMOUNT OF: \_\_\_\_\_  
\_\_\_\_ FINAL PLAT PICKED UP FOR RECORDATION ON: \_\_\_\_\_  
\_\_\_\_ 2 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT  
\_\_\_\_ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT



SIDEWALK EASEMENT DETAIL  
(Typical)

OWNER / DEVELOPER  
The Robson Companies, Inc.,  
an Oklahoma corporation  
901 North Forest Ridge Boulevard  
Broken Arrow, Oklahoma 74014  
918.357.2787

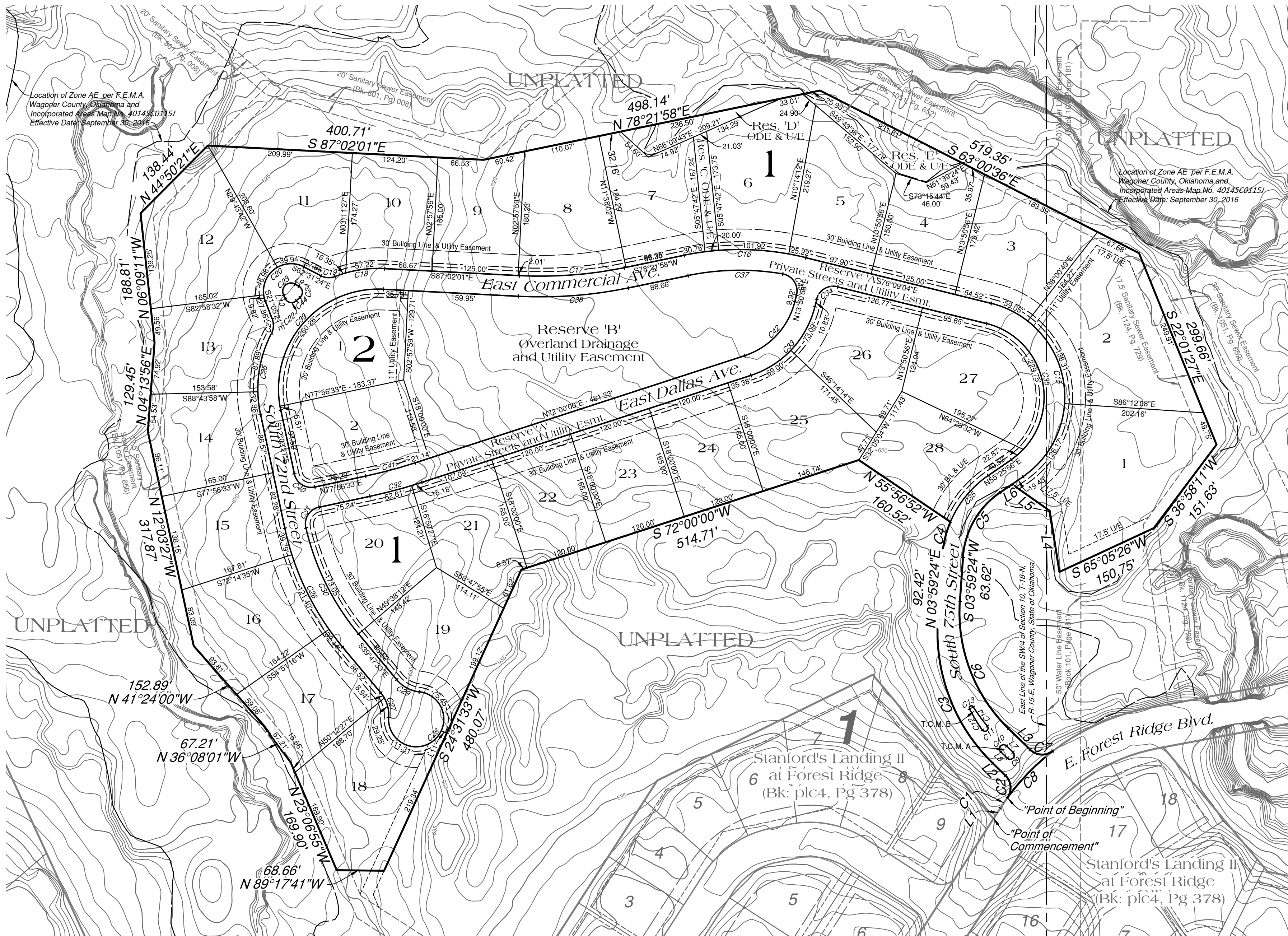
Preliminary Plat  
Planned Unit Development 66

# Wyckford at Forest Ridge

A subdivision in the City of Broken Arrow, being a part of the  
S/2 of Section 10, Township 18 North, Range 15 East,  
Wagoner County, State of Oklahoma



100 50 0 100 200 300  
SCALE: 1"=100'



ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.  
an Oklahoma corporation  
9820 East 41st Street, Suite 102  
Tulsa, Oklahoma 74146  
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531  
RENEWAL DATE: JUNE 30, 2019

## Legend

B/L = Building Line  
U/E = Utility Easement  
B/L & U/E = Building Line & Utility Easement  
D.A.L. = Driveway Access Limitation  
T.C.M. = Traffic Control Median  
SW/E = Sidewalk Easement  
F & L/E = Fence & Landscape Easement

## Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.  
A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.  
A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

## Basis of Bearings

The non-astronomic bearings for said tract are based on a recorded plat bearing of S 32°47'05"W along the east line of Lot 9, Block 1, "Stanford's Landing II at Forest Ridge", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, as filed in PLCA in the records of the Wagoner County Clerk's office.

## Benchmark

Top of Brass Cap set in concrete sidewalk at the northwest corner of the Kunze Lake Bridge on Forest Ridge Boulevard.

Elevation = 625.33 N.G.V.D. 1929

## Notes

- Water to be supplied by the City of Broken Arrow.
- Sewage to be received by the City of Broken Arrow.
- No vehicular access is allowed along street frontages with Driveway Access Limitations and where the setback for the garage is less than 25 feet.
- All wedge shaped lots are a minimum of 60-feet in width at the building line (per PLD 62).

## Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-081816-12. Stormwater detention for this plat will be provided adjacent to the site.

## Line Table

No.	Bearing	Distance	No.	Bearing	Distance
L01	N 32°47'05"E	18.07'	L6	S 55°25'58"W	21.09'
L02	N 45°49'24"W	25.19'	L7	S 45°49'24"W	13.00'
L03	S 45°49'24"E	43.77'	L8	N 45°49'24"W	13.00'
L04	N 09°01'02"W	89.78'	L9	N 61°05'14"W	6.22'
L05	N 54°52'41"W	66.82'	L10	S 25°16'13"E	6.02'
			L11	S 65°28'27"E	8.74'

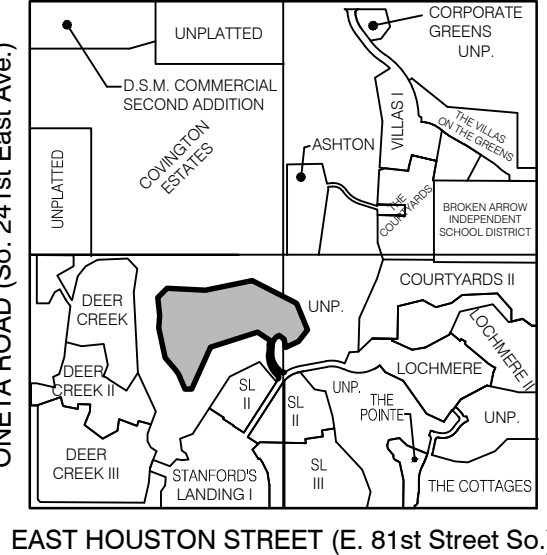
## Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	03°07'56"	330.00	18.04	S34°21'03"W	18.04
C2	81°44'25"	25.00	35.67	N4°57'12"W	32.72
C3	49°48'48"	265.00	230.39	S20°55'00"E	223.21
C4	18°52'30"	155.00	51.06	S13°25'39"W	50.83
C5	51°26'32"	125.00	112.23	S29°42'40"W	108.50
C6	49°48'48"	235.00	204.31	S20°55'00"E	197.94
C7	81°44'25"	25.00	35.67	S86°41'36"E	32.72
C8	16°31'11"	330.00	95.15	S44°10'36"W	94.82
C9	180°00'00"	6.00	18.85	N44°10'36"E	12.00
C10	180°00'00"	6.00	18.85	S44°10'36"W	12.00
C11	184°56'27"	4.80	14.85	N62°13'23"E	9.19
C12	08°20'35"	245.00	35.68	S31°08'36"E	35.64
C13	174°30'27"	3.00	9.14	S60°16'56"W	5.99
C14	07°46'29"	255.00	34.60	S36°21'06"E	34.58
C15	131°34'59"	140.00	321.52	N10°21'34"W	255.38
C16	25°28'58"	400.00	177.90	N88°53'33"W	176.44
C17	14°36'01"	600.00	152.89	N65°39'58"E	152.48
C18	24°05'10"	175.00	73.57	S80°55'24"W	73.03
C19	48°35'47"	25.00	21.20	S86°49'18"E	20.57
C20	138°33'57"	40.00	96.74	S48°11'38"W	74.83
C21	48°35'47"	25.00	21.20	N3°12'33"E	20.57
C22	107°39'37"	12.00	30.20	S46°49'16"W	22.84
C23	144°10'59"	10.00	18.79	S79°06'02"E	16.15
C24	110°30'06"	10.00	19.29	N5°50'12"W	16.43
C25	39°33'53"	175.00	120.84	S7°43'30"W	118.46
C26	27°44'06"	400.00	193.63	S25°55'30"E	191.74
C27	43°45'42"	50.00	38.19	N17°54'42"W	37.27
C28	267°31'25"	40.00	186.77	N50°12'27"E	57.78
C29	43°45'42"	50.00	38.19	S61°40'24"E	37.27
C30	26°47'49"	370.00	173.05	S26°23'39"E	171.47
C31	90°56'17"	25.00	39.68	S32°28'24"W	35.64
C32	05°56'33"	750.00	77.79	N74°58'17"E	77.75
C33	58°09'04"	140.00	142.09	N42°55'28"E	136.07
C34	90°00'00"	25.00	39.27	S86°50'56"W	35.36
C35	131°34'59"	110.00	252.62	N10°21'34"W	200.65
C36	32°34'02"	155.00	88.10	S39°08'55"W	86.92
C37	21°19'38"	370.00	137.73	S89°01'47"W	136.93
C38	14°36'01"	370.00	137.73	S89°01'47"W	136.93
C39	105°01'26"	650.00	100.54	N65°39'58"E	100.10
C40	90°00'00"	145.00	265.79	S40°27'16"W	230.11
C41	05°56'33"	25.00	39.27	S57°03'27"E	35.36
C42	58°09'04"	720.00	74.68	N74°58'17"E	74.64
C43	94°09'20"	110.00	111.64	N42°55'28"E	106.91
C44	02°20'42"	175.00	111.64	N48°14'30"E	7.16

## WAGONER COUNTY

R - 15 - E

EAST KENOSHA STREET (E. 71st Street So.)



Section 10

30 Lots - 22.1068 Acres

I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the tax rolls the taxes on the above description are paid.

Dana Patten, County Treasurer

APPROVED \_\_\_\_\_ by the City Council  
of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

Wyckford at Forest Ridge  
Date of Preparation: February 18, 2019



CERTIFICATE OF DEDICATION  
AND  
RESTRICTIVE COVENANTS  
FOR  
WYCKFORD AT FOREST RIDGE

PUD 66

KNOW ALL MEN BY THESE PRESENTS:

THAT THE ROBSON COMPANIES, INC., an Oklahoma corporation, hereinafter referred to as the "Owner/Developer", is the surface owner of the following described real property, situated in the City of Broken Arrow, Wagoner County, State of Oklahoma, to-wit:

A tract of land located in the S/2 of Section 10, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, more particularly described as follows:

Commencing at the northeast corner of Lot 9, Block 1, "Stanford's Landing II at Forest Ridge", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according the official recorded plat thereof, as filed in PLC4, Page 378 in the records of the Wagoner County Clerk's office;

Thence N 32°47'05"E along the north right-of-way of East Forest Ridge Boulevard a distance of 18.07 feet;

Thence along said north right-of-way and a tangent curve to the right with a central angle of 03°07'06", a radius of 330.00 feet, an arc length of 18.04 feet, a chord bearing of N 34°21'03"E and a chord length of 18.04 feet to the "Point of Beginning";

Thence along a tangent reverse curve to the left with a central angle of 81°44'25", a radius of 25.00 feet, an arc length of 35.67 feet, a chord bearing of N 04°57'12"W and a chord length of 32.72 feet;

Thence N 45°49'24"W and tangent to the previous curve a distance of 25.19 feet;

Thence along a tangent curve to the right with a central angle of 49°48'48", a radius of 265.00 feet, an arc length of 230.39 feet, a chord bearing of N 20°55'00"W and a chord length of 223.21 feet;

Thence N 03°59'24"E and tangent to the previous curve a distance of 92.42 feet;

Thence along a tangent curve to the right with a central angle of 18°52'30", a radius of 155.00 feet, an arc length of 51.06 feet, a chord bearing of N 13°25'39"E and a chord length of 50.83 feet;

Thence N 55°56'52"W and not tangent to the previous curve a distance of 160.52 feet;

Thence S 72°00'00" W a distance of 514.71 feet;

Thence S 24°31'33"W a distance of 480.07 feet;

Thence N 89°17'41"W a distance of 68.66 feet;

Thence N 23°06'55" W a distance of 169.90 feet;

Thence N 36°08'01" W a distance of 67.21 feet;

Thence N 41°24'00" W a distance of 152.89 feet;

Thence N 12°03'27" W a distance of 317.87 feet;

Thence N 04°13'56" E a distance of 129.45 feet;

Thence N 06°09'11" W a distance of 188.81 feet;

Thence N 44°50'21" E a distance of 138.44 feet;

Thence S 87°02'01" E a distance of 400.71 feet;

Thence N 78°21'58" E a distance of 498.14 feet;

Thence S 63°00'36" E a distance of 519.35 feet;

Thence S 22°01'27" E a distance of 299.66 feet;

Thence S 36°58'11" W a distance of 151.63 feet;

Thence S 65°05'26" W a distance of 150.75 feet;

Thence N 09°01'02" W a distance of 89.78 feet;

Thence N 54°52'41" W a distance of 66.82 feet;

Thence S 55°25'56" W a distance of 21.09 feet;

Thence along a tangent curve to the left with a central angle of 51°26'32", a radius of 125.00 feet, an arc length of 112.23 feet, a chord bearing of S 29°42'40"W and a chord length of 108.50 feet;

Thence S 03°59'24"W and tangent to the previous curve a distance of 63.62 feet;

Thence along a tangent curve to the left with a central angle of 49°48'48", a radius of 235.00 feet, an arc length of 204.31 feet, a chord bearing of S 20°55'00"E and a chord length of 197.94 feet;

Thence S 45°49'24" E and tangent to the previous curve a distance of 43.77 feet;

Thence along a tangent curve to the left with a central angle of 81°44'25", a radius of 25.00 feet, an arc length of 35.67 feet, a chord bearing of S 86°41'36"E and a chord length of 32.72 feet to the north right-of-way of East Forest Ridge Boulevard;

Thence along a tangent compound curve to the left with a central angle of 16°31'11", a radius of 330.00 feet, an arc length of 95.15 feet, a chord bearing of S 44°10'36"W and a chord length of 94.82 feet;

Said tract contains 962,973 square feet or 22.1068 acres.

The non-astronomic bearings for said tract are based on a recorded plat bearing of S 32°47'05"W along the east line of Lot 9, Block 1, "Stanford's Landing II at Forest Ridge", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according the official recorded plat thereof, as filed in PLC4 in the records of the Wagoner County Clerk's office.

AND HEREBY CERTIFIES that it has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets and reserves, and has designated the same as "WYCKFORD AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 General Utility Easements

The Owner/Developer dedicates for public use the utility easements as depicted on the Plat as "U/E" or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, together with the same utility rights and easements within Reserves "A", "B", "C", "D" and "E" as depicted on the Plat, provided however, the Owner/Developer hereby reserves the right to construct and maintain water lines and sewer lines, together with the right of ingress and egress for such purposes over, across and along all of the utility easements depicted on the Plat, for the purpose of furnishing water and/or sewer services to other areas within or outside the Plat and the Owner/Developer further reserves the right within the utility easements to construct and maintain screening fences and walls, sidewalks, private streets and drives, parking areas, landscaping, hardscaping, irrigation systems, subdivision signage and entry features and other non-obstructing improvements, provided, however, that any fences or walls proposed to be constructed within public utility easements, are subject to review and acceptance by the City of Broken Arrow.

1.2 Underground Service

1.2.1 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 and private streets as depicted on the accompanying plat. Street light poles or standards shall be served by underground cable throughout the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.

1.2.2 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 structures 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.

1.2.3 The suppliers 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.

1.2.4 The owner of the lot shall be responsible for the protection of the underground service facilities located on the 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 the owner's agents or contractors.

1.2.5 The foregoing covenants set forth in this Subsection 1.2 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.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.

1.3.2 Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Within the depicted utility easement area, 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 apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 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 agents, or contractors.

1.3.4 The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment 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 said underground water or sewer facilities.

1.3.5 The foregoing covenants set forth in this Subsection 1.3 shall be enforceable by the City of Broken Arrow or its successors, and the owner of the lot agrees to be bound thereby.

1.4 Gas Service

1.4.1 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 Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service. THE SUPPLIER OF GAS SERVICE CAN REQUIRE THE LOCATION OF GAS SERVICE STUB-OUTS FROM THE HOME AT THE TIME OF CONSTRUCTION.

1.4.2 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 of 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.

1.4.3 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.

1.5 Surface Drainage

Each lot, per the approved grading plan, shall receive and drain in a non-obstructive manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public and private 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 his lot. The foregoing covenants set forth in this Subsection 1.5 shall be enforceable by any affected lot owner or by the City of Broken Arrow.

1.6 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.

1.7 Golf Course Easement

Except as may be limited herein with respect to golf carts or otherwise, there are hereby created non-exclusive easements over and upon portions of WYCKFORD AT FOREST RIDGE, which easements are appurtenant to the area of the Golf Course, as described on Exhibit "C" (as amended from time to time) of the Forest Ridge Covenants, Conditions and Restrictions (as amended from time to time) and which shall inure to the benefit of the owner of the Golf Course property, its employees, agents, and contractors, and any individuals permitted to use the Golf Course. Such non-exclusive easements shall allow such individuals to go upon or over any area of WYCKFORD AT FOREST RIDGE contiguous to the Golf Course during and in the course of play on, or other permitted use of the Golf Course. The foregoing shall include the flight path of golf balls and the retrieval thereof. Such individuals are not permitted to drive golf carts onto individual Lots but shall be permitted to traverse designated areas of WYCKFORD AT FOREST RIDGE with golf carts. Such individuals shall also be allowed to use such easements for the purpose of construction, maintenance, and repair of the Golf Course and related improvements; provided, however, that no permanent improvements to or alterations of WYCKFORD AT FOREST RIDGE or portions thereof, subject to said easements shall be made or allowed other than: (a) the establishment and maintenance of "out-of-bounds" markers or signs consistent with those utilized elsewhere in connection with the Golf Course; and (b) underground water, or utility lines for use in connection with the Golf Course. During professional golf tournament play, special events, or other items designated by the owner of the Golf Course or its representatives, temporary cables, including television and radio transmission cables and electrical service lines, and other temporary facilities or structures may be permitted on WYCKFORD AT FOREST RIDGE in designated areas to facilitate the conduct of such events, or to accommodate galleries; provided, however, that any damage to any portion of WYCKFORD AT FOREST RIDGE or any Lot therein resulting from the use of the easement granted hereby shall be repaired promptly by the owner of the Golf Course at its expense but, the general maintenance of any Lot affected by the easements herein above granted for Golf Course purposes shall be the responsibility and expense of the owner thereof; provided further, however, each owner of a Lot adjacent to the Golf Course shall be required to maintain specific insurance covering property damage or personal injury to themselves or others occasioned by individuals using the Golf Course, and such owners shall look exclusively to such insurance to compensate

them or others for any such property damage or personal injury. No vegetation, fence screen or other improvement shall be placed, maintained, or constructed in the aforementioned easements by any owner which shall interfere with the use of the easements granted hereby. In addition, due to the unique interrelationship between the Golf Course and Lots contiguous thereto, there are strict limitations contained herein upon the use of such Lots. Any owner, by accepting title to such a Lot contiguous to the Golf Course, shall be subject to all such limitations. Nothing contained herein shall be construed in any manner to give any resident of or owner of property within WYCKFORD AT FOREST RIDGE any rights to go upon or use any portion of the Golf Course, except as may be permitted by the owner of the Golf Course or its agent.

1.8 Easements to Golf Course over Reserves "A", "C", "D" and "E"

There are hereby created non-exclusive easements over and upon Reserves "A", "C", "D" and "E" which easements are appurtenant to the area of the Golf Course, as described on Exhibit "C" (as amended from time to time) of the Forest Ridge Covenants, Conditions and Restrictions (as amended from time to time) and which shall inure to the benefit of the owner of the Golf Course property, its employees, agents, and contractors, and any individuals permitted to use the Golf Course. Such non-exclusive easements shall allow such individuals to go upon or over any area of Reserves "A", "C", "D" and "E". Such individuals shall also be allowed to use such easements for the purpose of construction, maintenance, repair of the Golf Course, and related improvements and activities.

These easements, for the benefit of the Golf Course and the owner of the Golf Course property, specifically:

1.8.1 Contain the right of ingress and egress to and from Reserves "A", "C", "D" and "E" to the Golf Course and for the purpose of constructing, maintaining, operating and replacing utilities and services of any kind upon, for, across, or relating to the Golf Course as hereinafter more particularly set forth; and

1.8.2 Are for use of utility companies and services of any kind, whatsoever, (public or private) including but not limited to electric, gas, sewer, water, telephone, cable (television or otherwise), security, monitoring, PA system, irrigation, and well lines; and

1.8.3 Contain the right to install structures for ingress and egress, directly or indirectly, to and from the Golf Course by way of path, underground tunnel, or overhead passway, at grade level or otherwise.

1.9 Private Streets

1.9.1 Reserve "A" as designated on the accompanying plat is herein dedicated as private streets for the common use and benefit of the owners of lots within WYCKFORD AT FOREST RIDGE, their guests and invitees for the purpose of providing access to and from the various lots and for providing decorative fencing and landscaping, and are reserved for subsequent conveyance to The Forest Ridge Homeowners Association, Inc., for the benefit of the Neighborhood Association to which WYCKFORD AT FOREST RIDGE is included for the purposes of the administration and maintenance of the streets and other common areas of the subdivision.

1.9.2 The Owner/Developer herein grants to the City of Broken Arrow, Oklahoma, the United States Postal Service and to any public utility providing utility service to the subdivision, the right to enter and traverse the private streets (Reserve "A") and to operate thereon all service, emergency and government vehicles including but not limited to police and fire vehicles and equipment and does further grant to the City of Broken Arrow and to any public utility providing utility service to the subdivision the right to make various underground utility crossings of the private streets (Reserve "A") as reasonably necessary to provide service and upon the installation of any such utility line, cable or facility such grantee shall be deemed to have a definitive perpetual easement covering a strip 5 feet in width extending 2-1/2 feet on each side of the utility line, cable or facility.

1.9.3 The Owner/Developer for itself and its successors herein covenants with the City of Broken Arrow, which covenants shall run with the land and inure to the benefit of the City of Broken Arrow and shall be enforceable by the City of Broken Arrow to:

1.9.3.1 Except in areas of Entry/Exit Medians the Owner/Developer shall construct and maintain an all weather hard surface street of not less than twenty six (26) feet in width constructed to City of Broken Arrow standards and extending the full length of the private streets (Reserve "A") depicted within the accompanying plat,

1.9.3.2 Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle from free usage of the private streets (Reserve "A").

1.9.4 The City of Broken Arrow shall have no duty to maintain any private streets (Reserve "A") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserve "A").

1.9.5 The Owner/Developer or its assigns, hereby reserves the right to maintain, change or otherwise regulate the hours of operation of the privacy gates at the entry into WYCKFORD AT FOREST RIDGE, until such time that the last lot owned within WYCKFORD AT FOREST RIDGE has been purchased and dues paying residents are living in the home constructed upon such lot, at which time, (unless sooner assigned by the Owner/Developer) it will be the Neighborhood Association to which WYCKFORD AT FOREST RIDGE is included, (subject to the ultimate authority and determination of The Forest Ridge Homeowners' Association, Inc.) to determine the hours of operation of such gates. This in no way precludes individual lot owners within

WYCKFORD AT FOREST RIDGE to provide a limited access code to open the gates for the purpose of showing a listed property for sale, yard maintenance, cleaning services or like service personnel to access the areas behind the gates for restricted purposes during allowed times, subject to the rules and regulations as may be adopted from time to time by The Forest Ridge Homeowners' Association, Inc.

1.9.6 The privacy gates shall be licensed and operated in accordance with the City of Broken Arrow's private street entrance requirements. The maintenance of the gates shall be the responsibility of the Wyckford Neighborhood Association.

1.10 Traffic Control Median

The Owner/Developer does hereby dedicate for private use Traffic Control Medians "A" and "B" as depicted on the accompanying plat as T.C.M "A" and T.C.M. "B" for the purpose of construction and maintenance of the traffic control medians, provided however, the Owner/Developer herein reserves a perpetual easement, to be subsequently conveyed to the Forest Ridge Homeowners Association Inc., formed or to be formed as set forth within Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge hereof, for the purposes of installation and maintenance of a monument sign within Traffic Control Median "A", identifying area subdivisions and for the purposes of installation and maintenance of landscaping within Traffic Control Medians "A" and "B". The holder of the reserved easement, the Owner/Developer or the homeowners' association, as the case may be, herein covenants that the holder shall maintain any landscaping or signage located within Traffic Control Medians "A" and "B" and the City of Broken Arrow shall have no liability for any damage to signage or landscaping, including irrigation systems, occasioned by maintenance or reconstruction of the traffic control median or maintenance or reconstruction of the adjoining private streets.

SECTION II.  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF FOREST RIDGE

The property hereby platted as "WYCKFORD AT FOREST RIDGE" is subject to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, covering among other lands, "WYCKFORD AT FOREST RIDGE".

In the event of a conflict between the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, and the conditions, restrictions and covenants imposed hereby, the Declaration of Covenants, Conditions, Restrictions of Forest Ridge shall control.

This Certificate of Dedication and Restrictive Covenants for "WYCKFORD AT FOREST RIDGE" is intended to supplement but not supersede or amend the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma.

WYCKFORD AT FOREST RIDGE is platted pursuant to the City of Broken Arrow's P.U.D. 66 - dated August 1, 1988 as amended from time to time.

WYCKFORD AT FOREST RIDGE

PT05-106

Date of Preparation: February 18, 2019

Sheet 2 of 3

SECTION III. RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of WYCKFORD AT FOREST RIDGE and the continued compatibility of use and improvements within WYCKFORD AT FOREST RIDGE.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns:

- 3.1 Use of Land

3.1.1 All lots within WYCKFORD AT FOREST RIDGE, excepting Reserves "A", "B" "C", "D" and "E" shall be known and described as residential lots, and shall be used only for single-family residences.

3.1.2 Reserves "B", "C", "D" and "E" shall be used for open space, signage, landscaping, walls, sidewalks, fencing, drainage, recreation, storm sewer drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Forest Ridge Homeowners Association, Inc., formed pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge. The maintenance of Reserves "A", "B", "C", "D" and "E" shall be the responsibility of the Homeowners' Association.

3.1.3 Reserve "A" is designated as Private Streets as set forth in Section I, Subsection 1.9, above.
- 3.2 Minimum Yards, Setbacks and Building Height

3.2.1 Front and Street Setback. No building shall be erected or maintained nearer to a street than the building setback lines as depicted on the accompanying plat.

3.2.2 Side Yard. Each lot shall maintain side yards which in the aggregate are not less than 15 feet in width, and no side yard shall be less than 5 feet in width.

3.2.3 Rear Yard. Each lot shall maintain a rear yard of at least 20 feet; provided, however, that customary accessory structures may not be located in the required rear yard except as approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee.

3.2.4 Easement Setbacks. No Building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

3.2.5 Building Height. No building shall be constructed on any lot which exceeds a height of more than two and one half (2 ½) stories.
- 3.3 Floor Area of Dwellings

3.3.1 Living Area. All single and 1 ½ story dwellings shall have a minimum of 2,200 square feet, measured "over masonry" and two-story dwellings shall have a minimum of 2,500 square feet, measured "over masonry".

3.3.2 Computation of Living Area. The computation of living area shall not include any basement, attics or unfurnished garage area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least 7 feet 6 inches in height, except that in the computation of second or upper story living area, the height shall be 7 feet 6 inches or at least one-half of the required living area, and any area of less than 5 feet in height shall be excluded.
- 3.4 Garage

Each dwelling shall have a garage for at least two automobiles. Garages may be attached or detached, subject to the approval of the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.
- 3.5 Landscaping & Fencing

3.5.1 A landscape plan showing proposed front yard plantings in an amount not less than \$1,200.00 (not including sod cost) (based on average nursery planting prices in 2019) shall be submitted to the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee for approval and shall be installed prior to completion of the home. All plans shall contain a minimum of two (2) 2" caliper trees in the front yard. Landscape plans for all homes ON THE GOLF COURSE and LAKEFRONT in WYCKFORD AT FOREST RIDGE shall have an additional \$800.00 (based on average nursery planting prices in 2019) in rear yard landscape planting. No planting shall be allowed which will block any views to the Golf Course or open areas. Underground-service pedestals located in the front of homes shall have a minimum of three (3) one-gallon "Maiden Grass" shrubs installed around each one. Plantings shall provide ten (10) feet clearance in front of all electrical transformers. The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design elements which may be placed in the public view by any lot owner and determined in the discretion of the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee to be
- incompatible with the overall landscape design theme of WYCKFORD AT FOREST RIDGE.
- 3.5.2 The use of artificial or manmade plant material is prohibited. Ornamental landscape design elements located within the public view are prohibited other than one ornamental bench located upon the lot by the front porch and seasonal and holiday decorations timely and seasonally displayed. The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee may permit other types of ornamental landscape design elements upon approval.

3.5.3 All planting shall be completed prior to occupancy, unless approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee. Plans shall include proposed fencing, walls, and City required sidewalks.

3.5.4 Traditional Homesites: Fencing on lots not adjacent to the Golf Course or Lakes may be of approved polyvinyl chloride (PVC), masonry, black wrought iron or wood material not exceeding six (6) feet in height as measured from the bottom of the pickets at grade to the top of the pickets or wall. Fencing layout must preserve views to open areas.

3.5.5 Golf Course and Lakefront Homesites: Fencing, if desired, along the rear yard lot line of homes backing up to the Golf Course and Lakes must use black wrought iron not to exceed 5' tall, with or without brick pilasters or columns. Fencing along Side Yards of these homesites may use a combination of black wrought iron and approved PVC, masonry, or wood fencing, not exceeding 6' in height as measured above, with the provision that 6' fencing must begin a gradual step down from 6' tall to meet the wrought iron fencing which will come into the property 12' from the fence at rear Golf Course Property Line. Views to the Lake and Golf Course from adjacent lots will be taken into consideration on approving the fencing layout on Lakefront homes. However, 360 degree views will not be guaranteed.
- 3.6 Building Material Requirements

3.6.1 Exterior Walls. Each dwelling shall be a 100% approved masonry on the entire front elevation and up to the first floor top plate on the balance of the home, provided however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls. Recessed patios and front doors may be of "HardiePlank" approved siding.

3.6.2 Foundations. All foundations of the dwellings erected on any lot shall be veneered with brick, stone or stucco. No exposed foundations will be allowed.

3.6.3 Windows. Exterior windows shall be either of wood, cladwood, painted, vinyl or anodized colored aluminum construction. No mill finish will be accepted.

3.6.4 Fireplace Chimney and Flues. Fireplace chimneys and flue terminations shall be of standard design agreed to and approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee, as appropriate. Fireplaces located on any perimeter wall of the dwelling shall be of masonry veneer construction to the point where they penetrate the roof.

3.6.5 Roofing. The roof of the dwelling erected on any lot shall be architectural grade shingles, in "Weathered Wood" or equal color, or as approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee, as appropriate.

3.6.6 Gutters and Downspouts. Complete rain gutters and downspouts shall be provided as agreed to and approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee, as appropriate.

3.6.7 Waiver. The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge may waive, in the particular instance, the building material requirements set out in Paragraphs 3.6.1 thru 3.6.6 of this Subsection 3.6.
- 3.7 Commercial Structures

No building or structure shall be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot, except as set forth in Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.
- 3.8 Existing Dwellings

No existing erected dwelling may be moved onto or placed on any lot. Mobile or modular homes are strictly prohibited.
- 3.9 Antennas

No external radio, television or other antennas, of any kind or nature (including, but not limited to "satellite dishes") or other device for the reception or transmission of radio, microwave or other similar signals, shall be placed, or maintained upon unenclosed portions of any lot except satellite dishes 20 inches in diameter or less as approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee.
- 3.10 Vehicle Storage and Parking

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No boats, trailers, buses, motor homes, campers, or other similar type vehicles shall be parked or stored in or upon any part of WYCKFORD AT FOREST RIDGE (including common areas) except within an enclosed garage on a lot. No vehicle shall be repaired or rebuilt anywhere in WYCKFORD AT FOREST RIDGE including on any lot or upon the streets of WYCKFORD AT FOREST RIDGE. No vehicle shall be parked on the streets in WYCKFORD AT FOREST RIDGE on a regular basis or for more than a twenty-four (24) hour period except in such parking areas as may be designated by the Forest Ridge Homeowners Association, Inc. The Forest Ridge Homeowners Association, Inc., may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the owner thereof in any manner consistent with law.

3.11 Driveways and Walks

All driveways and walks between the street and garage shall be constructed of concrete or masonry. River gravel exposed aggregate concrete may be used for walks when compatible with the design of the residence, subject to the approval of the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

3.12 Pedestrian Jogging Trails and Parks

For the common use and benefit of the Forest Ridge Homeowners Association, Inc., the Owner/Developer may develop certain pedestrian jogging trails and parks for subsequent conveyance to the Forest Ridge Homeowners Association, Inc. All motorized recreational vehicles are strictly prohibited upon the trails and within the parks. The maintenance of fencing, bridges, trails, landscaping, or other improvements erected along the trails or within any park, by the Owner/Developer incidental to the development of the subdivision or erected by the Forest Ridge Homeowners Association, Inc., shall be the obligation of the Forest Ridge Homeowners Association, Inc.

3.13 Perimeter Fencing

The Owner/Developer herein establishes and reserves for subsequent conveyance to the Forest Ridge Homeowners Association, Inc., formed pursuant to Section II - Declaration of Covenants, Conditions to erect and maintain fencing, walls, landscaping, and/or irrigation along the boundaries of the subdivision within the reserves depicted on the accompanying plat as Reserves "A", "C", "D" and "E" .

3.14 Sidewalks

3.14.1 Prior to occupancy of a dwelling on a Lot, a sidewalk four feet in width shall be constructed within and extend the length of the sidewalk easement (excepting points of driveway access) located within the Lot and depicted on the Plat as "SW/E". The owner of the Lot shall have the obligation to construct and maintain the required sidewalk. For the common use and benefit of the owners of Lots within WYCKFORD AT FOREST RIDGE, the Owner/Developer herein establishes and grants a perpetual easement on, over and across those areas depicted on the Plat as "SW/E" for the purposes of permitting pedestrian access within the Subdivision. Sidewalks will be constructed by the developer in reserve areas that are adjacent to a street.

3.14.2 Boundary Fences. Boundary Fences on internal boundaries/property lines should be installed on (but not over) the common property boundary but in any event, must be installed within six (6) inches of the common Property Boundary or as close as site conditions allow. Adjacent properties owners are granted the right to extend over the common property line to attach their fencing to the existing fencing. The rights granted herein shall be appurtenant to the land and shall pass to such owner's successors-in-title.

SECTION IV. RESERVATIONS

4.1 Reservation of Mineral Rights

The undersigned, THE ROBSON COMPANIES, INC., hereby reserves unto itself, its successors and assigns, any and all interest in and to oil, gas and other minerals therein and thereunder and all rights, interests and estates and whatsoever nature instant thereto or arising therefrom.

4.2 Reservation of Water Rights

The undersigned, THE ROBSON COMPANIES, INC., hereby reserves unto itself, its successors and assigns all water and all water rights therein or thereunder, and all rights, interests and estates of whatsoever nature instant thereto or arising therefrom, including the water standing on the land, flowing over or under its surface (whether or not forming a definite stream), water running in a definite stream, formed by nature, over, under the surface and all ground water, and the right to control the damming up or otherwise using the bed of a stream for the collection or storage of water.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns, and all parties claiming under them, and otherwise, shall be enforceable as set forth in the

Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, including, without limitation, specifically Article XII thereof.

5.2 Duration

These restrictions shall remain in full force and effect until amended and terminated pursuant to procedures as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 25, 1990, and recorded October 25, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma. If any of the options, privileges, covenants or rights created by this Certificate of Dedication, Restrictions and Covenants for "WYCKFORD AT FOREST RIDGE" shall be unlawful, void or voidable for violations of the rule against perpetuities then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of Bruce A. Robson.

5.3 Amendment or Termination

The covenants contained herein, may be amended or terminated, in whole or in part, in accordance with the guidelines set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686, and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, including without limitation, Article XIII thereof.

5.4 Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement, 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.

IN WITNESS WHEREOF, THE ROBSON COMPANIES, INC., an Oklahoma corporation, has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2019.

THE ROBSON COMPANIES, INC. ATTEST: (CORPORATE SEAL)  
an Oklahoma corporation

John J. Robson, President Davis Robson,  
Assistant Corporate Secretary

STATE OF OKLAHOMA )  
) s.s.  
COUNTY OF WAGONER )

Before me, the undersigned, a notary public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2019 personally appeared John J. Robson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation 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.


Notary Public  
My commission no. \_\_\_\_\_  
expires \_\_\_\_\_.

CERTIFICATE

I, Bobby D. Long, of Tulsa Engineering and Planning Associates, Inc., a Professional Land Surveyor licensed in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "WYCKFORD AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, is a 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 as adopted.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Bobby D. Long  
Registered Professional Land Surveyor  
Oklahoma No. 1886



State of Oklahoma )  
) ss.  
County of Tulsa )

The foregoing Certificate of Survey was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Bobby D. Long.

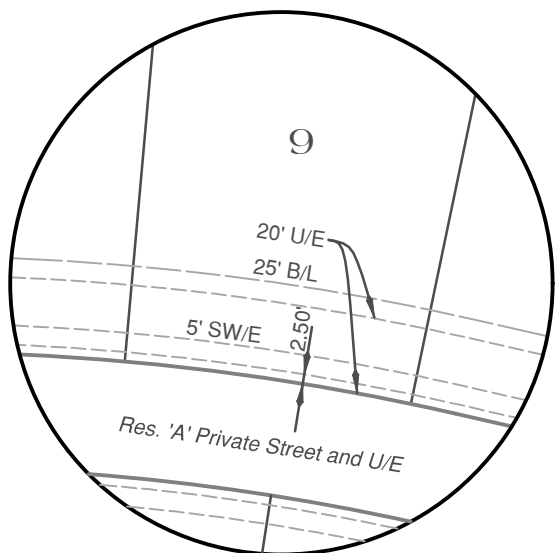
Jack Taber, Notary Public  
My commission no. is 12005192  
My commission expires May 31, 2020

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

WYCKFORD AT FOREST RIDGE  
PT05-106  
Date of Preparation: February 18, 2019 Sheet 3 of 3

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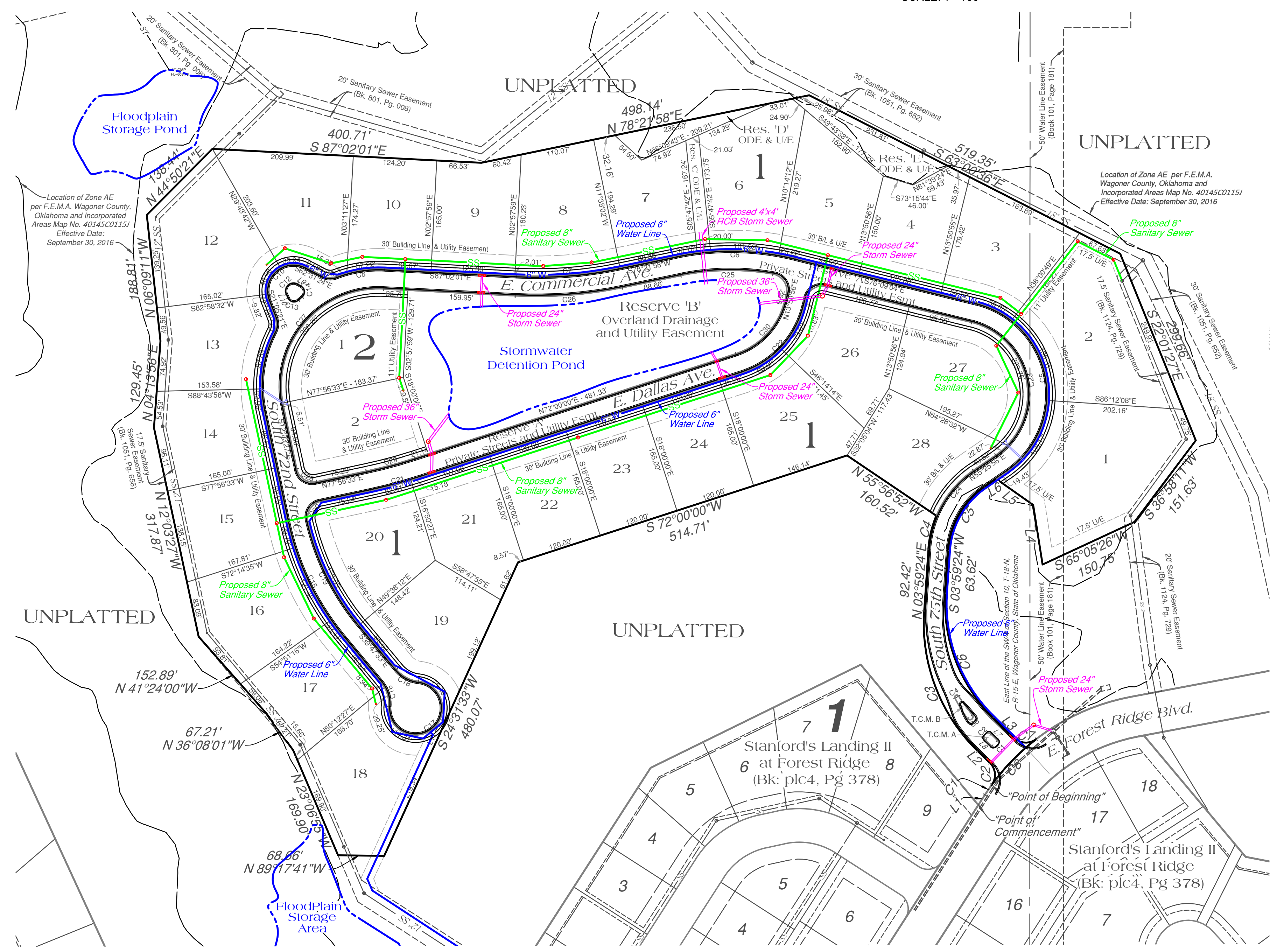
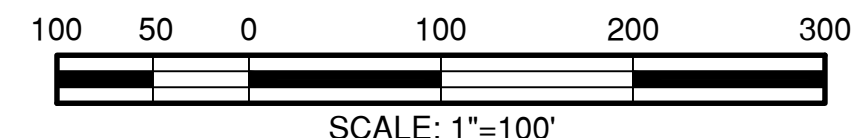
SIDEWALK EASEMENT DETAIL  
(Typical)

OWNER / DEVELOPER  
The Robson Companies, Inc.,  
an Oklahoma corporation  
901 North Forest Ridge Boulevard  
Broken Arrow, Oklahoma 74014  
918.357.2787

Conceptual Utilities Plan  
Planned Unit Development 66

# Wyckford at Forest Ridge

A subdivision in the City of Broken Arrow, being a part of the  
S/2 of Section 10, Township 18 North, Range 15 East,  
Wagoner County, State of Oklahoma



**Legend**

B/L = Building Line	D.A.L. = Driveway Access Limitation
U/E = Utility Easement	T.C.M. = Traffic Control Median
B/L & U/E = Building Line & Utility Easement	SW/E = Sidewalk Easement
	F & L/E = Fence & Landscape Easement

**Monument Notes**

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

**Basis of Bearings**

The non-astronomic bearings for said tract are based on a recorded plat bearing of S 32°47'05"W along the east line of Lot 9, Block 1, "Stanford's Landing II at Forest Ridge", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, as filed in PLCA in the records of the Wagoner County Clerk's office.

**Benchmark**

Top of Brass Cap set in concrete sidewalk at the northwest corner of the Kunze Lake Bridge on Forest Ridge Boulevard.

Elevation = 625.33 N.G.V.D. 1929

**Notes**

- Water to be supplied by the City of Broken Arrow.
- Sewage to be received by the City of Broken Arrow.
- No vehicular access is allowed along street frontages with Driveway Access Limitations and where the setback for the garage is less than 25 feet.
- All wedge shaped lots are a minimum of 60-feet in width at the building line (per PUD 62).

**Stormwater Detention**

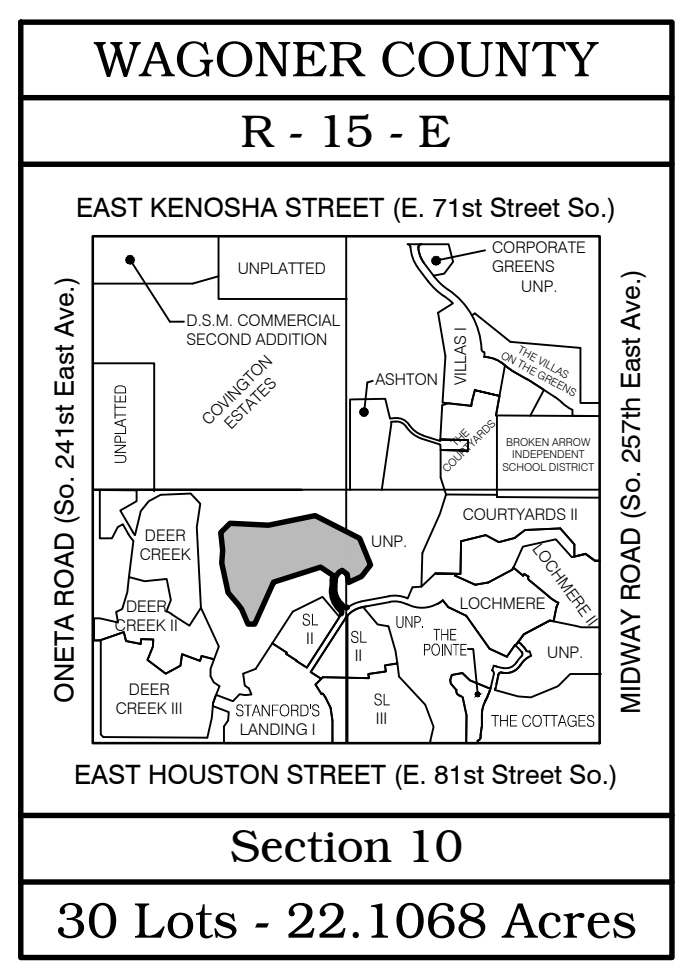
Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-081816-12. Stormwater detention for this plat will be provided adjacent to the site.

**Line Table**

No.	Bearing	Distance
L01	N 32°47'05"E	18.07'
L02	N 45°49'24"W	25.19'
L03	S 45°49'24"E	43.77'
L04	N 09°01'02"W	89.78'
L05	N 54°52'41"W	66.82'
L11	S 65°28'27"E	8.74'

**Curve Table**

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	3.13	330.00	18.04	S34°21'03"W	18.04
C2	81.74	25.00	35.67	N4°57'12"W	32.72
C3	49.81	265.00	230.39	S20°55'00"E	223.21
C4	18.87	155.00	51.06	S13°25'39"W	50.83
C5	51.44	125.00	112.23	S29°42'40"W	108.50
C6	49.81	235.00	204.31	S20°55'00"E	197.94
C7	81.74	25.00	35.67	S86°41'36"E	32.72
C8	16.52	330.00	95.15	S44°10'36"W	94.82
C9	180.00	6.00	18.85	N44°10'36"E	12.00
C10	180.00	6.00	18.85	S44°10'36"W	12.00
C11	184.92	4.80	14.85	N62°13'23"E	9.19
C12	8.34	245.00	35.68	S31°08'36"E	35.64
C13	174.51	3.00	9.14	S60°16'56"W	5.99
C14	7.77	255.00	34.60	S36°21'06"E	34.58
C15	131.58	140.00	321.52	N10°21'34"W	255.38
C16	25.48	400.00	177.90	N88°53'33"W	176.44
C17	14.60	600.00	152.89	N65°39'58"E	152.48
C18	24.99	175.00	73.57	S80°55'24"W	73.03
C19	48.60	25.00	21.20	S86°49'18"E	20.57
C20	138.57	40.00	96.74	S48°11'38"W	74.83
C21	48.60	25.00	21.20	N3°12'33"E	20.57
C22	144.18	12.00	30.20	S46°49'16"W	22.84
C23	107.66	10.00	18.79	S79°06'02"E	16.15
C24	110.50	10.00	19.29	N5°50'12"W	16.43
C25	39.56	175.00	120.84	S7°43'30"W	118.46
C26	27.74	400.00	193.63	S25°55'30"E	191.74
C27	43.76	50.00	38.19	N17°54'42"W	37.27
C28	267.52	40.00	186.77	N50°12'27"E	57.78
C29	43.76	50.00	38.19	S61°40'24"E	37.27
C30	26.80	370.00	173.05	S26°23'39"E	171.47
C31	90.94	25.00	39.88	S32°28'24"W	35.64
C32	5.94	750.00	77.79	N74°58'17"E	77.75
C33	58.15	140.00	142.09	N42°55'28"E	136.07
C34	90.00	25.00	39.27	S68°50'56"W	35.36
C35	131.58	110.00	252.62	N10°21'34"W	200.65
C36	32.57	155.00	88.10	S39°08'55"W	86.92
C37	21.33	370.00	137.73	S89°01'47"W	136.93
C38	21.33	370.00	137.73	S89°01'47"W	136.93
C39	14.60	630.00	100.54	N65°39'58"E	100.10
C40	105.02	145.00	265.79	S40°27'16"W	230.11
C41	90.00	25.00	39.27	S57°03'27"E	35.36
C42	5.94	720.00	74.68	N74°58'17"E	74.64
C43	58.15	110.00	111.64	N42°55'28"E	106.91
C44	7.16	175.00	111.64	N48°14'30"E	7.16



I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the \_\_\_\_\_ tax rolls the taxes on the above description are paid.

Dana Patten, County Treasurer

APPROVED \_\_\_\_\_ by the City Council of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

Wyckford at Forest Ridge  
Date of Preparation: February 18, 2019





# City of Broken Arrow

## Request for Action

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**File #: 19-278, Version: 1**

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### Broken Arrow Planning Commission

03-14-2019

**To:** Chairman and Commission Members

**From:** Development Services Department

**Title:** Public hearing, consideration, and possible action regarding PUD-135J (Planned Unit Development), a request for a minor amendment to PUD-135, Washington Lane VIII, 32.74 acres, R-2 to R-2/PUD-135J, one-half mile south of Washington Street, west of 9<sup>th</sup> Street

#### Background:

**Applicant:** Kim Jackson, Olsson Associates

**Owner:** Armory, LLC

**Developer:** Armory, LLC

**Engineer:** Olsson Associates

**Location:** One-half mile south of Washington Street, west of 9th Street

**Size of Tract** 32.74

**Number of Lots:** 1 (95 proposed)

**Present Zoning:** R-2

**Proposed Zoning:** R-2/PUD-135J

**Comp Plan:** Level 2

Planned Unit Development (PUD) 135J involves 32.74 acres of undeveloped and unplatted property located one-half mile south of Washington Street, west of 9<sup>th</sup> Street. BAZ-1580, a request to change the zoning on this property from A-1 to R-2, along with PUD-135, were reviewed and approved by the City Council on December 2, 2002, as part of the Washington Lane residential PUD. BAZ-1580 and PUD-135 were approved subject to the property being platted.

With Washington Lane VIII, applicant is requesting a minor amendment to PUD-135 to modify the front building setback lines on corner lots and to modify the lot frontage requirements on pie shaped lots. A preliminary plat for Washington Lane VIII has been submitted in conjunction with this PUD request.

The property associated with PUD-135J is located in an area that was designated as Development Area A of PUD-135. PUD 135 stated that Development Area A would be developed in accordance with use and development regulations the R-2 district. In the R-2 district that was in effect at the time PUD 135 was approved, the front building setback along all street frontages was 25 feet. With PUD 135J, applicant is requesting that the front yard setback on corner lots be reduced to 15 feet along the right-of-way that has no vehicular access. The jog in the front yard setback between two lots, however, shall not exceed five feet. This

is the same requirements permitted in the RS-3 district.

The other change being with PUD-135J is on pie-shapes. On these types of lots, applicant is requesting that the minimum lot frontage at the right-of-way line be 30 feet with a minimum lot width of at least 45 feet at the building setback line. This is the same that occurs in Washington Lane VII.

The property is designated as Level 2 in the Comprehensive Plan. The R-2 zoning that was approved with BAZ-1580 and is still reflected with PUD-135J is considered to be in accordance with Comprehensive Plan in Level 2.

### **History of PUD-135**

From its approval by City Council on December 2, 2002, PUD-135 has had a substantial number of amendments, seven of which were approved and two that were denied.

PUD-135A, a major amendment to PUD-135, was approved by the City Council on April 7, 2003. With PUD-135A, applicant requested the following modifications to Development Area B:

- Side yard requirements for single-family detached homes that are not considered to be a cluster home shall be 10 feet on one side and 5 feet on the other.
- Rear yards can be 20% of the lot depth or 20 feet.
- For corner lots, the front building line setback can be reduced from 25 feet to 15 feet when the associated street frontage contains a limit of no access. The 15-foot building line setback does not apply if the lot is on a collector street and is within 200 feet of an arterial street.
- For cluster homes having a minimum lot size of at least 5,400 square feet and lot frontage of at least 50 feet, access may be by a public or private street.
- For cluster homes that share a common rear yard, the building line setback is 20 feet.

On May 27, 2004, applicant submitted PUD-135B, a request for a minor amendment to allow the fence along the collector street to be approved by the Architectural Committee of the subdivision, rather than the Planning Commission. PUD-135B was approved by the Planning Commission as requested by the applicant.

On June 24, 2004, applicant submitted PUD-135C, a request for a minor amendment to allow the side yards to be reduced from 10 feet on one side and 5 feet on the other side, to 5 feet on both sides. This request was applicable to all areas except for the first phase of development "Washington Lane". PUD-135C was approved by the Planning Commission as presented by the applicant.

On January 27, 2005, the Planning Commission reviewed PUD-135D, a request for a minor amendment to reduce the building line setback from 15 feet to 13.4 feet, on Lot 14, Block 3, Washington Lane. The minor amendment application for PUD-135D was initiated when inspections red flagged the site due to the slab for the single family structure being poured over the building line and utility easement. The Planning Commission approved PUD-135D, as presented by the applicant.

On September 22, 2005, the Planning Commission reviewed PUD-135E, a request to reduce the side yard building line in Washington Lane (which was the platted area excluded from PUD-135C) from 10 feet on one side to 5 feet on the other to 5 feet on both on undeveloped Lots 4,7,13,14,17,26, and 27 of Block 1; Lots 4, 6, 8, 9, 10, and 11 of Block 2; and Lots 8 and 9 of Block 3 within the 19.14 acres that had been platted as Washington Lane. All of these lots were, at the time of the application, under the ownership of Armory LLC.

The Planning Commission denied PUD-135E. Applicant submitted an appeal to the City Council regarding the Planning Commission's denial. This appeal was heard by the Broken Arrow City Council on November 7, 2005 and subsequently denied.

With minor amendment PUD-135F, applicant requested the following modifications to undeveloped areas of Development Area A of PUD-135:

- Front set backs on corner lots where there is no vehicular access, be reduced from 25 feet to 15 feet (corner lots adjacent to an arterial street and corner lots on collector streets within 200 feet of an arterial street will be excluded).
- The language in PUD 135 be changed so that rear yards in Development Area A will be a minimum of 20 feet or 20% of the lot depth, whichever is less.

The Planning Commission in their meeting of October 27, 2005 denied PUD-135F. Applicant submitted an appeal to the City Council regarding the Planning Commission's denial. This appeal was heard by the Broken Arrow City Council on December 5, 2005 and subsequently denied.

PUD-135G, was a request for a minor amendment to PUD-135A to reduce the side yard setback requirement on the north side of Lot 7, Block 4 of Washington Lane II from five feet to four feet. No survey information was submitted by the applicant regarding the distance the building encroached into the side yard setback requirement. In addition, no information was submitted by the applicant regarding how the structure came to be constructed over the building setback line on a rectangular shaped lot. The Planning Commission in their meeting of December 8, 2005 approved PUD-135G with the conditions that a survey showing the encroachment be provided, as well as an explanation for how the encroachment occurred.

On November 5, 2009, the applicant requested, with PUD-135H, that the building setback line on the west side of Lot 8, Block 1, Washington Lane V be reduced from 5.0 feet to 3.9 feet. A survey of the property as the structure was being completed revealed that the northwest corner of the structure had encroached 1.1 feet into the building setback requirement. Construction on the residential structure had been completed at the time the encroachment was discovered. The Planning Commission approved PUD-135H as presented.

On August 24, 2017, the Planning Commission approved a minor amendment request to reduce building setback lines to 25 feet on wedge shaped lots with no minimum requirements on the width of the lot. In addition, a requirement for a sidewalk easement in Reserve A on the Washington Lane VII plat was removed.

**Attachments:** Case map  
Aerial photo  
Comprehensive Plan  
PUD 135J design statement  
Excerpts from PUD-135

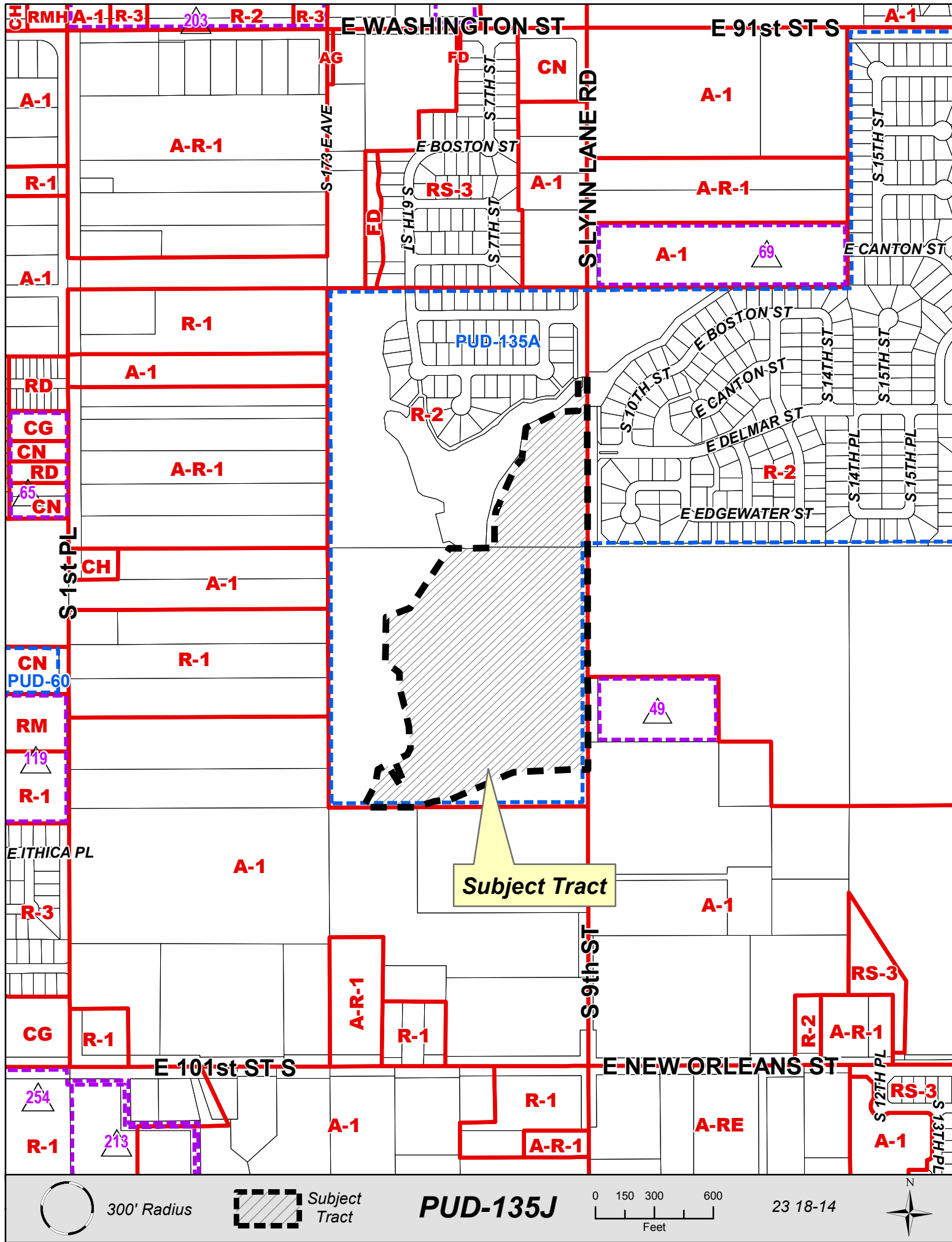
**Recommendation:**

Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-135J, a request for a minor amendment to PUD-135, be approved as presented, subject to the property being platted.

**Reviewed by: Larry Curtis**

**Approved by: Michael Skates**

BDM



PUD-135J

23 18-14

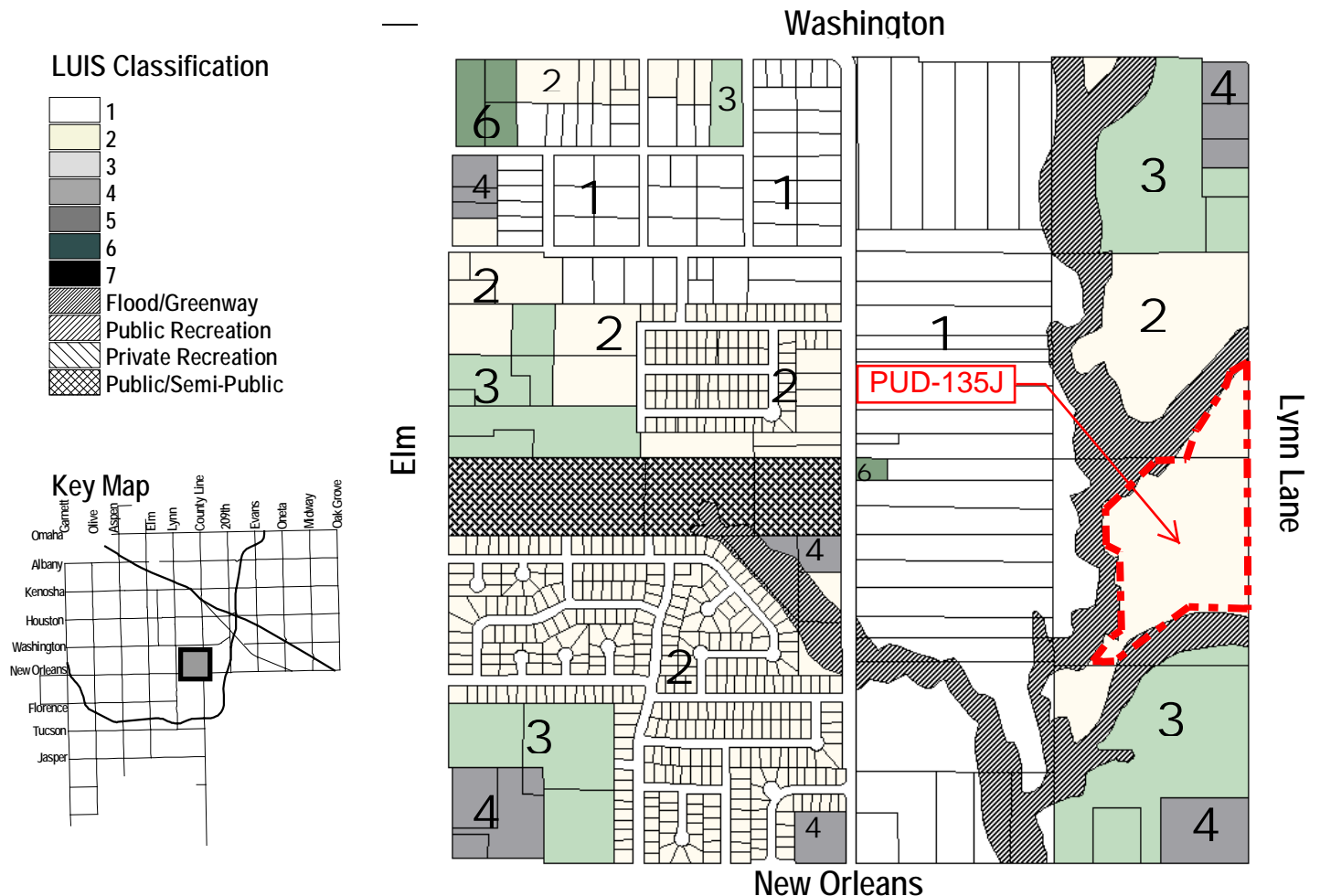


AERIAL



### Washington/Lynn Lane/New Orleans/Elm Place (Section 23-18-14)

Level 6 designations are given to tracts in the northwest corner based on existing zoning and land use. A Level 6 designation is also given to a tract on the east side of 1<sup>st</sup> Place in the middle of the Section because of existing zoning. Level 4 designations are given to commercial zoned and used tracts in the southwest corner. Level 4 designations are given to tracts in the northwest corner south of Atlanta based on existing zoning and land use. Level 4 designations are also given to tracts in the northeast corner based on zoning patterns and the LUIS model. Level 4 designations are also given to tracts in the southeast corner based on the LUIS model. A Level 4 designation is also given to an undeveloped, C-2 zoned tract at the intersection of 1<sup>st</sup> Place and New Orleans. Level 3 designations are given to tracts zoned O-2 north of Sequoyah Middle School. Level 3 designations are also given to tracts in the southeast corner between the Level 4 area and the floodplain and in the northeast quarter of the northeast quarter section in accordance with the LUIS model. A Level 3 designation is also given to tracts currently used for a place of worship in the southwest corner as a buffer between Level 4 and Level 2 areas according to the LUIS model. Level 2 designations are proposed for remaining developed areas in the southwest quarter section, the southern half of the northwest quarter section and for the southeastern quarter of the northeast quarter section and the northeastern quarter of the southeast quarter section. A Level 1 designation is given to Arrow Acres and Swanda Acres subdivisions and for the large lot parcel in western halves of the northeast and southeast quarter sections based on the intensity of existing development and the likelihood that these areas will not change in the immediate future.





# “Washington Street and Lynn Lane “

A Planned Community of Residential  
Single Family Homes

| Planned Unit Development No. 135 - J

A Development of Armory LLC

| February 4, 2019

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## **Development Concept**

The overall design concept for the development is to provide a variety of single family ownership opportunities by generating neighborhoods of different home and lot sizes, types, and configurations interconnected with common open spaces and trails. Open spaces will be used to help focus and physically knit the groups together, thus increasing ownership in the whole development concept.

The development contains a total of 200 acres of undeveloped land. The property is located South of Washington Street (East 91<sup>st</sup> Street) and along both sides of Lynn Lane (177<sup>th</sup> East Avenue). One Hundred and twenty acres of the site is east of Lynn Lane. The remaining 80 acres lay west of Lynn Lane. The West branch of Broken Arrow Creek flows from north to south near the western boundary.

Density calculations are to be based on R-2 zoning. Strategically placed within the PUD will be smaller neighborhoods of single-family attached and detached home sites, more in keeping with an R-5 zone. At least two areas of the site will be developed as a more traditional R-2 zone.

A Property Owners Association will be established to take care of maintenance of common open space. Other Ownership Associations may also be formed to take care of different types of ownership, i.e. townhouse / patio homes.

As practical, direct access to collector streets will not be allowed. Some areas will utilize common private drives to access units and may be gated. This will help enhance the streetscape and reduce the number of driveway cuts.

The project will be designed to preserve a majority of the existing trees located throughout the development. Areas of the site that are ecologically sensitive will be preserved through the use of conservation easements. This will insure the long-term protection of woodland habitats and provide buffers for run-off into adjacent streams. A trail system will be developed to connect the different neighborhoods and open space to each other. The project will also coordinate with the City connectivity to a proposed trail system by the City of Broken Arrow, anchored at nearby Arrowhead Park.

## **Development Standards**

### Land Area:

Gross:	200 acres
Park and Green space	25 acres (approximate)

### Permitted Uses:

Uses permitted as a matter of right in Land Uses Level 2 – Urban Residential in an R-2 Single Family Residential District, and R-5 Multi Family Residential District along with customary and accessory uses including, but not limited to, landscaped entrances, storage facilities for residences and other uses incidental thereto.

Detached and attached single-family residences, gated private streets or public streets.

Dwelling multiple as defined in the Broken Arrow Zoning Ordinance, is not a permitted use. Dwelling townhouse or row house, as defined in the Broken Arrow Zoning Ordinance, however, is a permitted use. In addition, “single-family cluster home” is a permitted use.

Accessory uses are permissible in accordance with PUDs, Planned Unit Development, Section 3.3 – Uses permitted in a Planned Unit Development.

Maximum Number of Dwelling Units: 867

PUD use “A” – Tracts designated as Land Use “A” on PUD Concept Plan shall be developed in accordance with use and development regulations of R-2, One Family residence District, except as follows:

- Yard Requirements – Single Family Detached

Side Yards, Both: 10 feet

Side Yards, One: 5 feet

Front Yard Setback: a minimum of 25 feet, regardless of frontage length.

For lots with two sides abutting a public street right-of-way (excluding arterial street right-of-way) the front yard may be reduced to 15 feet along those rights-of-way which have no vehicular access. These lots will be annotated on the plat with "Restricted Access" to alert all parties that the PUD governs both access and the building line setback. The owner may choose the side for vehicular access; however, the building line setback will be 25 feet for the side with vehicular access and 15 feet for the other side. The jog in the front yard setback between two lots, however, shall not exceed five feet. For lots on a collector street and within 200 feet of an arterial street, this setback will be 25 feet.

Minimum Frontage: pie-shaped lots that abut a knuckle or cul-de-sac shall have a minimum of 30' of frontage at the right-of-way line and a minimum of 45' at the building setback line.

Rear Yard: a minimum of 20% of lot depth or 20 feet, whichever is less.

PUD use "B" – Tracts designated as Land Use "B" on PUD Concept Plan shall be developed in accordance with the development regulations of Article VI, Section 7 (R-5 Multi Family Residence District) of the Broken Arrow Zoning Ordinance except as follows:

- Yard Requirements – Single Family Detached

Side Yards, Both: 10 feet

Side Yards, One: 5 feet

Rear Yard: a minimum of 20% of lot depth or 20 feet, whichever is less.

Adjacent to an Arterial Road: 35 feet from the road right-of-way

For lots with two sides abutting a public street right-of-way (excluding arterial street right-of-way) the front yard may be reduced to 15 feet along those rights-of-way which have no vehicular access. These lots will be annotated on the plat with "Access Restricted" to alert all parties that the PUD governs both access and the building line setback. The owner may choose the side for vehicular access; however, the building line setback will be 25 feet for the side with vehicular access and 15 feet for the other side. For lots on a collector street and within 200 feet of an arterial street, this setback will be 25 feet.

- Minimum Lot Size for Multi Family in Section 7.3 is deleted. Dwelling multiple as defined in the Broken Arrow Zoning Ordinance is not a permitted use.
- Yard Requirements for Multi Family and Multi Family Attached in Section

7.5 is deleted. Dwelling, multiple as defined in the Broken Arrow Zoning Ordinance, is not a permitted use.

- Townhouse or row house dwelling units may be located on minor streets, either public or private.
- Single-family detached cluster homes shall be developed in accordance with the following standards:
  - Access: Access shall be by a private alleyway. Alleyways shall be at least 20 feet in width and be located at the rear of the lot. Alleyways shall serve no more than eight units. From the perpendicular public or private street right-of-way line, the alleyway shall not exceed 150 feet in length.
  - Minimum Lot Width: 30 feet.
  - Minimum Lot Area: 2,400 square feet.
  - Minimum side yard on interior lots: 5 feet.
  - Minimum Rear Yard Setback (from property line adjacent to alleyway): 10 feet.
  - Minimum Front Yard Setback (from property line): 20 feet.
  - Minimum Rear Yard Setback (from property line adjacent to another lot): 20 feet.
  - Minimum Setback From a Public Street Right-of-way Line: 20 feet.
  - Parking: Each unit shall have an enclosed garage with at least two parking spaces. In addition, for homes accessed by an alleyway, a common parking lot area shall be created that provides at least one parking space for every 2.5 cluster homes, if the rear building line at the driveway is less than 20 feet from the alleyway.
  - Building Height: Buildings shall be limited to 35 feet in height.
  - For cluster home projects having a minimum lot size of 5,400 square feet and lot frontage of at least 50 feet, access may be by a public or private street.
- In aggregate, the acreage of townhouse, row house and single-family detached cluster homes will not exceed 50 acres within area B of the PUD.

Additional Accessory Uses: In townhouse, row house, and single-family cluster areas, storage facilities to serve the residents in these areas shall be permitted.

The storage units shall contain no more than 400 square feet per unit and no more than four units may be attached.

**Sidewalks:** Sidewalks shall be provided along all public and private streets. Sidewalks will be constructed by the developer in all reserve areas that are adjacent to a public or private street. In single-family detached cluster home areas, a shared sidewalk will be located along the common front yard line. The only instance in which sidewalks are exempted is on lots that are adjacent to a reserve area that has a trail system.

**Street Design:** All streets, whether public or private, shall meet the construction standards of the City of Broken Arrow.

**Landscaping:** A 20-foot wide landscape area shall be provided along Washington Street and 9<sup>th</sup> Street (Lynn Lane). This area shall be identified as a "Reserve Area" on the plat that is owned and maintained by the Home Owners Association. Landscaping shall be provided in this reserve area in accordance with the Article VIII, Section 19 of the Zoning Ordinance, except that one tree shall be provided for every 30 lineal feet of frontage. In addition, trees shall be planted along the collector streets as the tracts become developed that front and/or border the collector street. The number of trees required along the collector streets shall be the same as that required along an arterial street.

**Fencing:** The side or rear yards of residential uses adjacent to Washington Street and 9<sup>th</sup> Street (Lynn Lane) shall have an architecturally attractive opaque fence of at least 6 feet in height. Masonry columns shall be incorporated into the fence at least every 40 feet. Fencing along the arterial streets shall be installed by the developer. Maintenance of the fence along the arterial street shall be the responsibility of the homeowners association. Fencing plans shall be presented to and approved by the Planning Commission at the same time landscape plans are submitted for review. The fencing on Washington Street and 9<sup>th</sup> Street (Lynn Lane) may be placed in the 20-foot wide landscape and sidewalk area. Any open space reserve area, such as lakes, parks, etc. that abuts an arterial street or collector street, does not have to have any fencing around it due to the desire to keep these areas visible from the street. Fencing within the sub-division (including along the collector street) will be of a uniform style and approved by the Architectural Control Committee. Fencing along the collector will be installed by the builder and maintained by the Property Owners Association.

**Exterior materials:** In the townhouse, row house, and single family cluster home areas, at least 60% of the exterior wall material, excluding doors and windows shall be masonry.

Housing types: While it is recognized that Area B allows a wide variety of housing types, only one style of housing shall be permitted within a block within a subdivision plat. The type of housing (i.e. single family detached, single family detached (zero lot line), single family attached (two-family, townhouse, row house), single family cluster home, and two-family (duplex)) shall be identified and stated in the private covenants of the plat.

Number of attached units: No more than eight units may be attached as part of any townhouse or row house.

PUD use "C" – Tracts designated as Land Use "C" on PUD Concept Plan shall be developed in accordance with the "FD, Floodway District". Tract "C" shall be used only for open space and recreational uses.



## **Access and Circulation**

The project site has access from Washington Street (91st Street) and Lynn Lane (177<sup>th</sup> East Avenue). A minimum number of intersections with existing City Streets are proposed. This will help reduce traffic conflicts and enhance the concept of neighborhood. The development will utilize a system of both public streets and private drives and alleys to access lots and open space. A pedestrian trail system will connect residential areas with planned open spaces and connections to an exterior trail system proposed by the City of Broken Arrow. Some variation to fencing requirements may be necessary to enhance security and access to the proposed trail system.

No residential unit shall have direct access onto any arterial or collector street.

## **Drainage and Utilities**

The project will utilize the existing contours of the site for placement of sanitary sewer and storm sewer drainage systems. Water and sanitary sewer services will be extended from existing lines on, or contiguous, to the property. Electric, gas, telephone and cable television services are available to the site via typical extensions. All proposed utilities will be placed underground.

A drainage report with hydrological analysis will be prepared and submitted for review and approval.

## **Existing Zoning and Land Use**

The subject tract(s) are currently zoned PUD 135 / R-2. See Exhibit "B". The tracts are currently used as agricultural. The comprehensive Plan for Broken Arrow designates the subject property as LUIS Level 2 – Urban Residential.

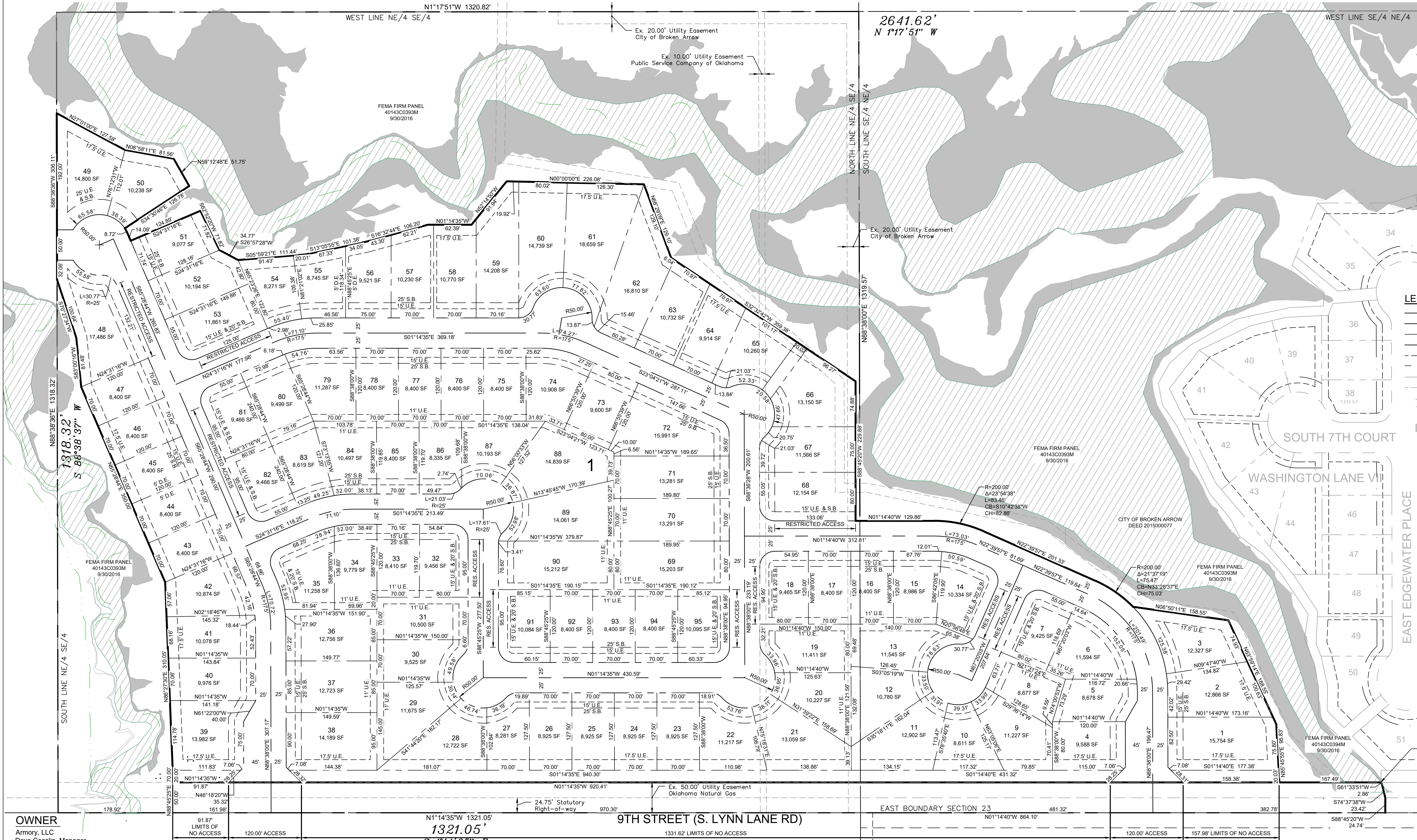
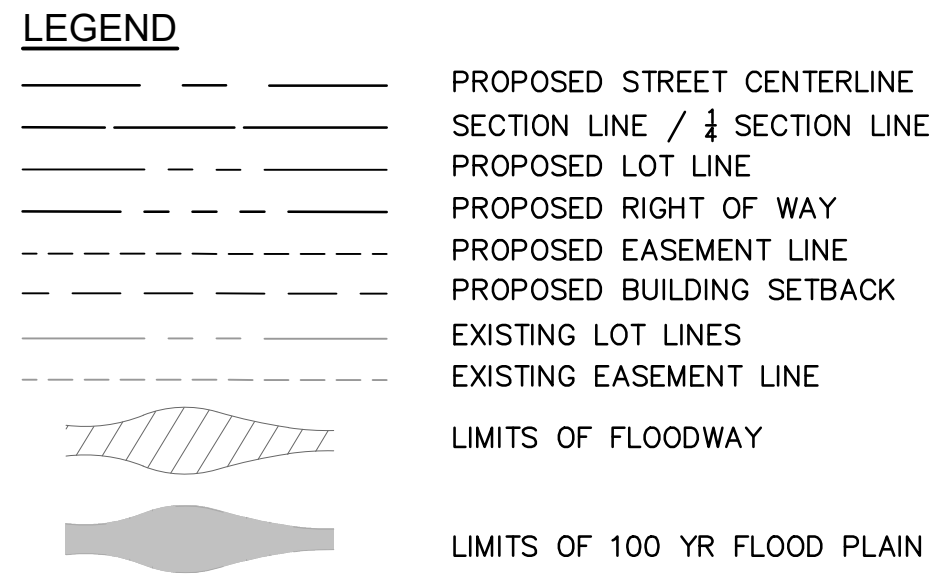
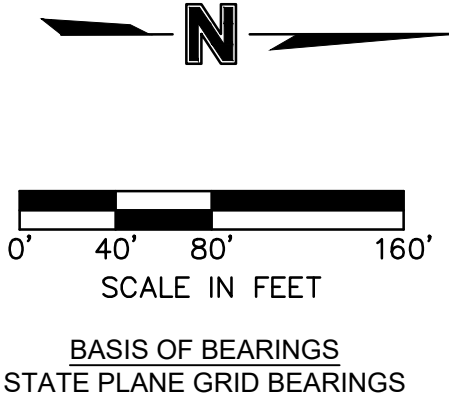
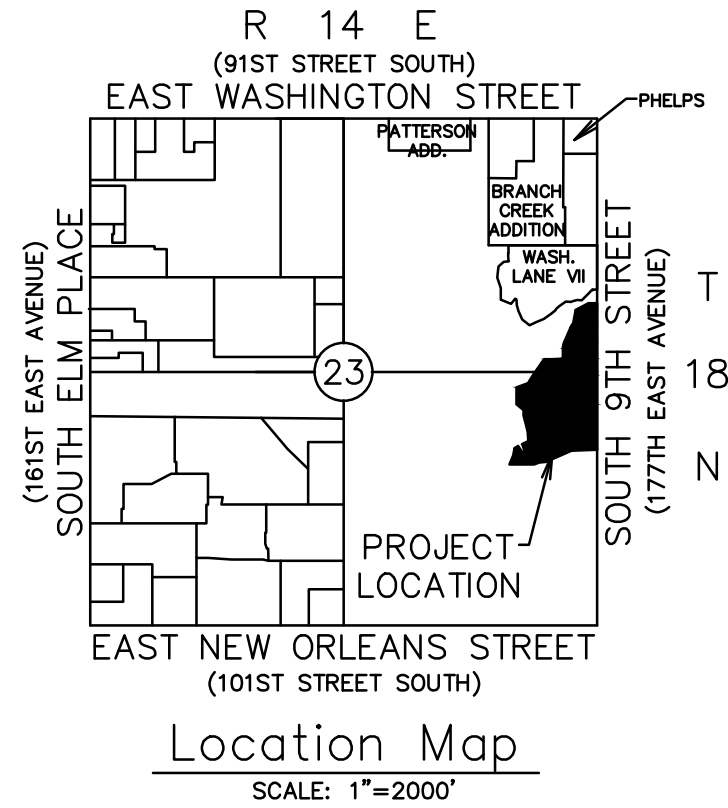
## **Schedule of Development**

Initial construction is anticipated to commence in the spring of 2003, once the PUD, subdivision plat and engineering plans have been completed and approved.



PRELIMINARY SUBDIVISION PLAT  
WASHINGTON LANE VIII

A PART OF THE SE/4 OF THE NE/4 AND A PART OF THE NE/4 OF THE NE/4 OF SEC. 23, T-18-N, R-14-E, I.M.  
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA  
PUD 135-J



**OWNER**  
Armory, LLC  
Dave Coculin, Manager  
4500 S Garnett Ste 220  
Tulsa, OK 74146  
918-665-1900  
Email: recepit@paradigmktulsa.com

**SURVEYOR**  
Olsson, Inc.  
201 Nw 63rd St., Ste 130  
Oklahoma City, OK  
405-242-6600  
Certificate of Authorization No. CA2483 (PE/LS)  
Expires on June 30, 2019  
Email: gthoads@olsson.com

**ENGINEER**  
Olsson, Inc.  
1717 S. Boulder Ave., Ste 600  
Tulsa, OK 74119  
Certificate of Authorization No. CA2483 (PE/LS)  
Expires on June 30, 2019  
(918) 376-4294  
Email: kjackson@olsson.com

**Stormwater Disposition Note:**  
Stormwater detention accommodations for this site are provided in accordance with Detention Determination #DD-070808-33

WASHINGTON LANE II  
WASHINGTON LANE  
1 2 3  
4 5 6 7 8

CASE No. XXXX-XXX  
DETENTION DETERMINATION #DD-50803-22

drawn by:	DATE	REVISION	BY
ADM	1.16.19		NAME
surveyed by:	DATE		NAME
GSR	DATE		NAME
checked by:	DATE		NAME
COREY	DATE		NAME
approved by:	DATE		NAME
GSR	DATE		NAME
project no.:	DATE		NAME
18-2788	DATE		NAME
file name:	DATE		NAME
V-PLT-82788	DATE	Original Preparation	NAME

Sheet 1 of 4  
WASHINGTON LANE VIII

1717 South Boulder Ave  
Suite 600  
Tulsa, OK 74119

Engineering OK State Certificate of Authority #002483  
TEL 918.376.4294  
FAX 918.574.2148  
www.olsson.com



## **Development Standards**

### **Land Area:**

Gross:	200 acres
Park and Green space	25 acres (approximate)

### **Permitted Uses:**

Uses permitted as a matter of right in Land Uses Level 2 – Urban Residential in an R-2 Single Family Residential District, and R-5 Multi Family Residential District along with customary and accessory uses including, but not limited to, landscaped entrances, storage facilities for residences and other uses incidental thereto.

Detached and attached single-family residences, gated private streets or public streets.

Dwelling, multiple as defined in the Broken Arrow Zoning Ordinance, is not a permitted use. Dwelling, townhouse or row house, as defined in the Broken Arrow Zoning Ordinance, however, is a permitted use.” In addition, “single-family cluster home” is a permitted use. A single-family cluster home is defined as a detached single-family residential unit that shares its front yard lot line with another lot and derives its only access from a private alley that is adjacent to the rear of the lot.

Accessory uses are permissible in accordance with PUDS, Planned Unit Development, Section 3.3 – Uses permitted in a Planned Unit Development.

**Maximum Number of Dwelling Units:** 867






**PUD use “A” – Tracts designated as Land Use “A” on PUD Concept Plan shall be developed in accordance with use and development regulations of R-2, One Family residence District.**

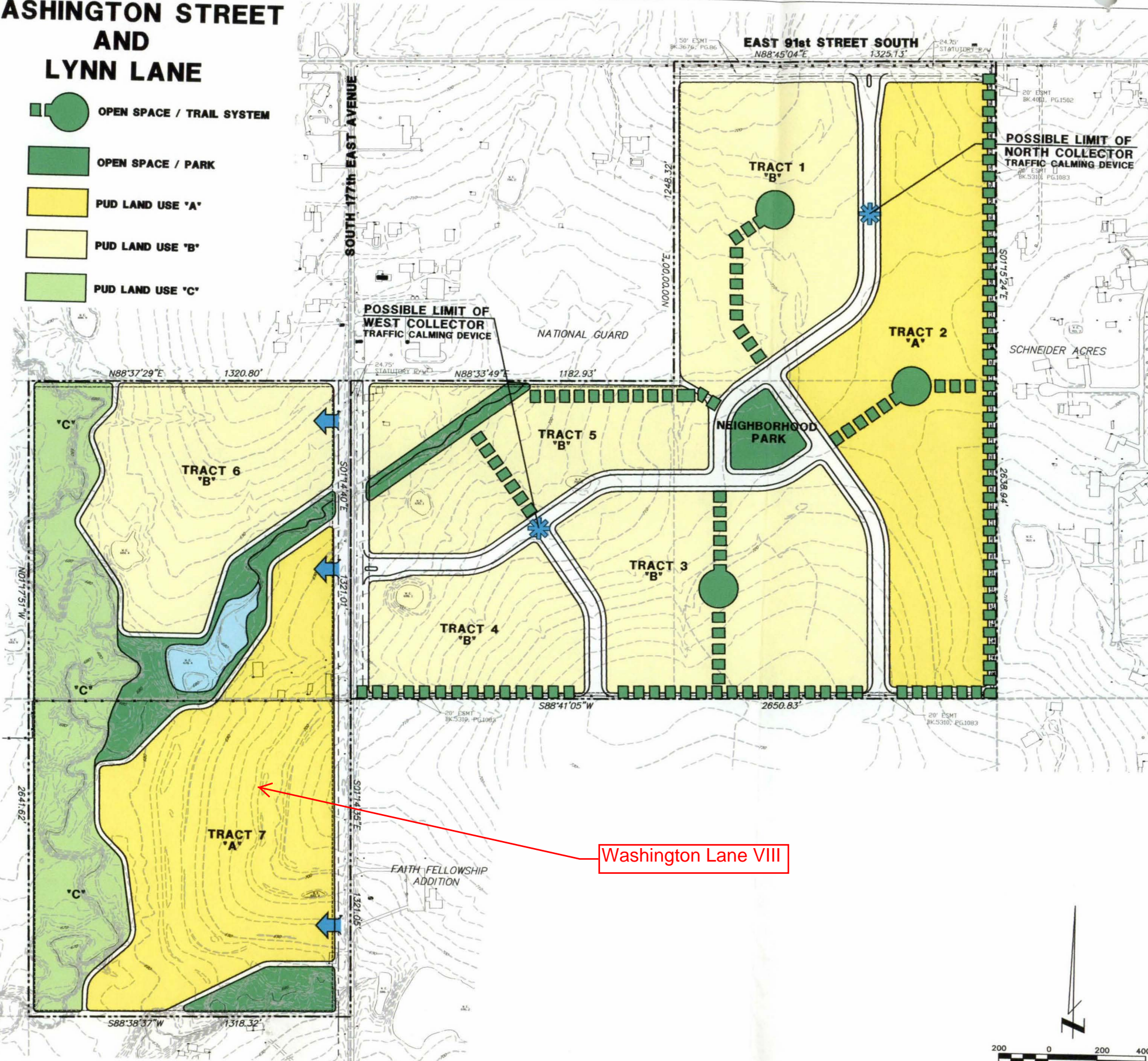
PUD use “B” – Tracts designated as Land Use “B” on PUD Concept Plan shall be developed in accordance with the development regulations of Article VI, Section 7 (R-5 Multi Family Residence District) of the Broken Arrow Zoning Ordinance except as follows:

- Minimum Lot Size for Multi Family in Section 7.3 is deleted. Dwelling, multiple as defined in the Broken Arrow Zoning Ordinance, is not a permitted use.



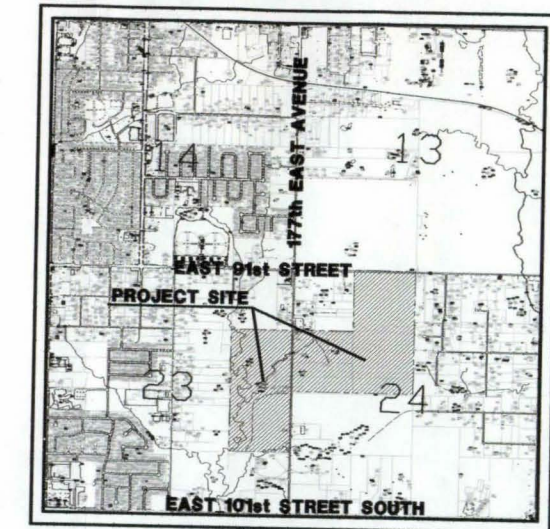
# WASHINGTON STREET AND LYNN LANE

-  OPEN SPACE / TRAIL SYSTEM
-  OPEN SPACE / PARK
-  PUD LAND USE 'A'
-  PUD LAND USE 'B'
-  PUD LAND USE 'C'



## EXHIBIT "B" PUD CONCEPT PLAN ARMORY LLC

200 AC, BROKEN ARROW, OKLAHOMA



Vicinity Map

Not to Scale

### LAND USE & AREA SUMMARY

TRACT #	USE	ACRAGE
TRACT 1	'B'	21.1 ACRES
TRACT 2	'A'	32.7 ACRES
TRACT 3	'B'	22.5 ACRES
TRACT 4	'B'	11.5 ACRES
TRACT 5	'B'	17.2 ACRES
TRACT 6	'B'	19.3 ACRES
TRACT 7	'A'	32.6 ACRES
OPEN SPACE		43.6 ACRES

NOTE: OPEN SPACE INCLUDES STREET RIGHTS-OF-WAY.

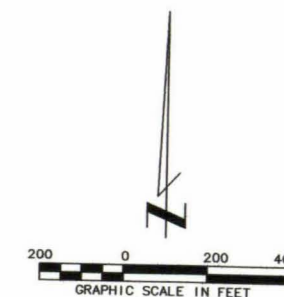
### SURVEY DESCRIPTIONS:

120 ACRES TRACT EAST OF 177th

THE EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4) AND THE SOUTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY FOUR (24), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

80 ACRES TRACT WEST OF 177th

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) AND NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SE/4) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.



CORPORATE OFFICE  
1520 West Dogwood Street  
Rogers, Arkansas 72756  
(479) 636-8558 • FAX: (479) 636-7074  
www.independentdesign.net



Independent Design Consultants  
1520 West Dogwood Street  
Rogers, Arkansas 72756  
(479) 636-8558 • FAX: (479) 636-7074  
www.independentdesign.net  
Development Services • Land Planning • Civil Engineering





# City of Broken Arrow

## Request for Action

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**File #: 19-326, Version: 1**

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### Broken Arrow Planning Commission

**03-14-2019**

**To:** Chairman and Commission Members

**From:** Development Services Department

**Title:** Public hearing, consideration, and possible action regarding SP-292 (Specific Use Permit), Broken Arrow Public Schools, 38.734 acres, A-1, one-half mile north of New Orleans Street (101<sup>st</sup> Street), one-half mile west of Evans Road (225<sup>th</sup> E. Avenue)

#### **Background:**

**Applicant:** Broken Arrow Public Schools

**Owner:** Gerald Brother

**Developer:** Broken Arrow Public Schools

**Engineer:** Wallace Engineering

**Location:** One-half mile north New Orleans Street, one-half mile west Evans Road

**Size of Tract** 38.734 acres

**Number of Lots:** 1

**Present Zoning:** A-1

**Comp Plan Present:** Public/Semi-Public

SP 292 is a request for a Specific Use Permit for a new school campus for an elementary school and other school related functions and land uses. The property, which contains 38.734 acres, is located one-half mile north of New Orleans Street (101<sup>st</sup> Street), one-half mile west of Evans Road (225<sup>th</sup> E. Avenue). The property is presently undeveloped and unplatted.

On February 28, 2019, the Planning Commission approved BAL-2049 to split an 80.258-acre tract into three tracts. The site for SP-292 is the northern tract resulting from the lot split. A preliminary plat (PT19-100) for this site is being processed concurrently with the Specific Use Permit request.

The Broken Arrow Zoning Ordinance (updated in 2008) requires all schools within agricultural and residential zoning districts to have a Specific Use Permit. Also included in SP-292 is a request for a monument sign, an electronic message board sign, and directional signage. In accordance with the zoning ordinance, permanent freestanding signs, which function as on-premise advertising and are located on a lot used for institutional uses, including educational institutions, may be constructed in agricultural districts as long as they do not exceed 32-square-feet of display area and do not exceed 8-feet in height. Per Section 5.7.E.2 of the zoning ordinance, increases in display surface area and height may be requested through a PUD or Specific Use Permit and shall be based on the total linear foot of lot frontage.

The school site has nearly 1,329 linear feet of frontage. Due to the length of frontage and the location of the site, applicant is requesting an increase in display area for up to ten feet (10') in height and 200 square feet in sign area. Properties to the north, west and east are designated as Level 6 (Regional Employment/Commercial) in the Comprehensive Plan, and the surrounding properties have a mix of uses including parkland, as well as Industrial Light (IL) and Industrial Heavy (IH). Directional signage would be placed at the intersection of E. New Orleans Street (E 101<sup>st</sup> Street) and S. 38<sup>th</sup> Street to direct people to the school. The property, which is located on E. Gary Street, will be accessed from New Orleans Street, near the Events Center Park, and from State Highway 51.

Fee-in-lieu of detention is approved for this site. There is a blue line stream traversing the southeast corner of the property. The 100-year Broken Arrow floodplain will need to be mapped and an overland drainage easement (ODE) established in conjunction with the platting and engineering for this site.

Surrounding land uses and zoning classifications include the following:

North:	A-1, IH, IH/PUD-249	MK&T Railroad, Storage and Undeveloped
East:	A-1	Undeveloped
South:	A-1	Events Center
West:	A-1	Undeveloped

Elementary schools are permitted in any agricultural district with a Specific Use Permit by the Zoning Ordinance. Signs, including illuminated signs, are permitted in agricultural districts, as part of an institutional use, such as educational institutions, with a Specific Use Permit. SP-292 is therefore in accordance with the Comprehensive Plan and the Zoning Ordinance.

**Attachments:** Case map  
Aerial  
Development Concept and Standards  
Conceptual Improvement Plan

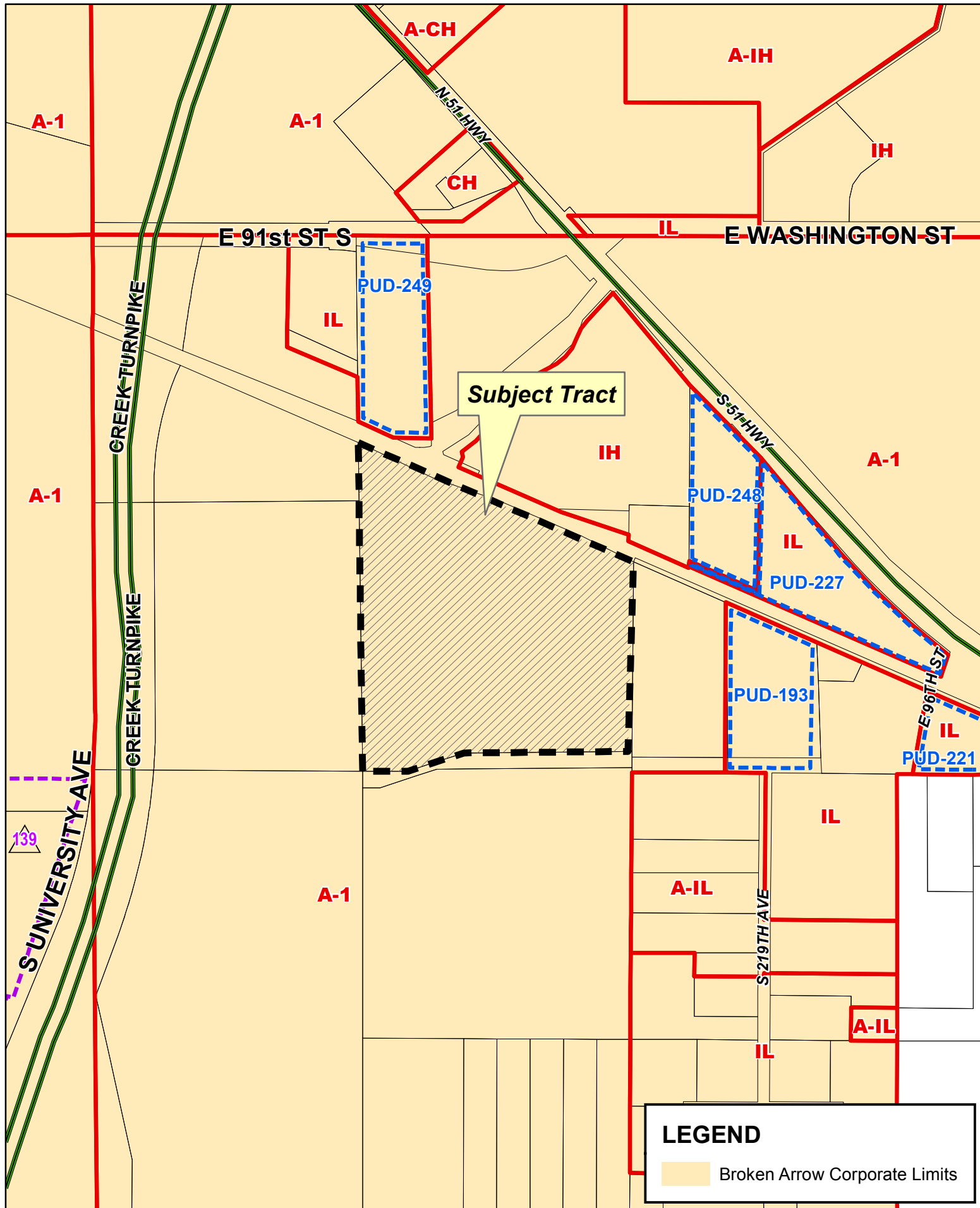
**Recommendation:**

Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that SP-292 be approved, subject to the property being platted.


**Reviewed By:** Larry R. Curtis

**Approved By:** Michael W. Skates

JMW



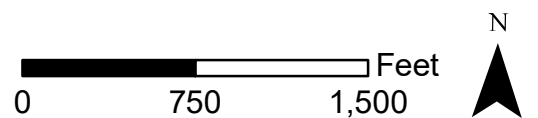
**LEGEND**

 Broken Arrow Corporate Limits





SP-292  
BAPS Elementary No. 16

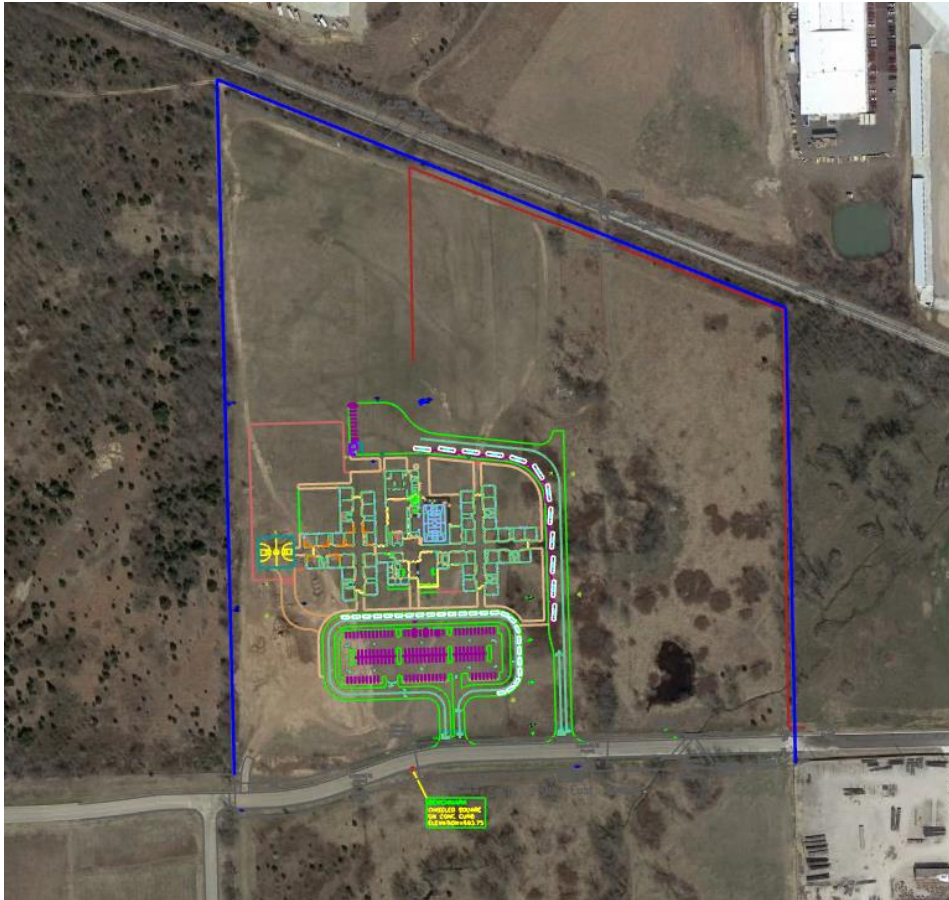




# Broken Arrow Public Schools

Elementary School No. 16

4300 E. Gary Street



Specific Use Permit No. 292

February 8, 2019

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**Development Concept**..... 1

**Development Standards**..... 2

**Requirement to Plat** ..... 2

**Schedule of Development** ..... 2

## *BAPS Elementary No. 16*

### Development Concept

Broken Arrow Public Schools is proposing to develop a 38.734-acre portion of an 80.258-acre lot into an elementary school to serve the Broken Arrow school district. The project site is located one-half mile north of New Orleans Street (101<sup>st</sup> Street), one-half mile west of Evans Road (225<sup>th</sup> E. Avenue), east of the Creek Turnpike, and south of the MK&T Railroad and State Highway 51. The unplatted property is zoned A-1 (Agricultural).

A lot split to separate the school site from the remainder of the lot is in progress. Following the lot split, the school site will be platted. The site can be accessed from the south via New Orleans Street (101<sup>st</sup> Street) near the Events Center Park to S. 38<sup>th</sup> Street to E. Gary Street, and from the east via State Highway 51 to E. 96<sup>th</sup> Street to E. Gary Street. Two driveways are proposed including a main driveway to access the parking lot and parent drop off area near the front of the school. A second driveway to the east of the site is proposed for school bus drop off and pick up. The layout of the site is similar to that of Timber Ridge Elementary School.

A monument sign to identify the school is proposed along E. Gary Street with a maximum height of ten feet (10') and 200 square feet in sign area. An electronic message center is also proposed. Directional signage will be placed at the intersection of New Orleans Street (101<sup>st</sup> Street) and S. 38<sup>th</sup> Street to direct people to the school.

Sports fields for the school site will include lighting.

Design of the site intends to bring education outside with an outdoor classroom and a rain garden that introduces a fun and creative way to teach about sustainable ways to address stormwater. Sidewalks will not be constructed along the front of the site but other trails will be constructed for the site that will also provide a pedestrian connection to the Events Park.

There is no floodplain on the site, although there is a blue line stream that crosses the southeast corner of the property.

## Development Standards

Land Area 38.734 acres

Permitted Uses Institutional uses are permitted in an A-1 (Agricultural) zoning district with approval of a Specific Use Permit.

### Setbacks

- Front 50 feet
- Rear 50 feet
- Side 60 feet combined, with one side a minimum of 25 feet

Maximum Height 30 feet – Per Zoning Ordinance, the maximum height may be increased by one foot for every additional in setback provided beyond the minimum front setback requirement.

Access Two driveways provided, 1) general access for parent drop off, pick up, and parking, and 2) school bus drop off and pick up with limited parking for staff

Parking Per Zoning Ordinance

Trash Enclosure Per Zoning Ordinance

Landscaping Shall meet the standards for commercial uses contained in Chapter 5 of and  
Lighting the Zoning Ordinance

### Signs

- Monument Sign Maximum 10 feet high, 200 square feet in sign area
- Electronic Message Board Permitted with Specific Use Permit
- Directional Signage Placed along E. New Orleans Street at the Events Park entrance

## Requirement to Plat

A lot split is in progress to split the school site from the remainder of the lot. The site will be platted in accordance with the City of Broken Arrow Subdivision Regulations.

## Schedule of Development

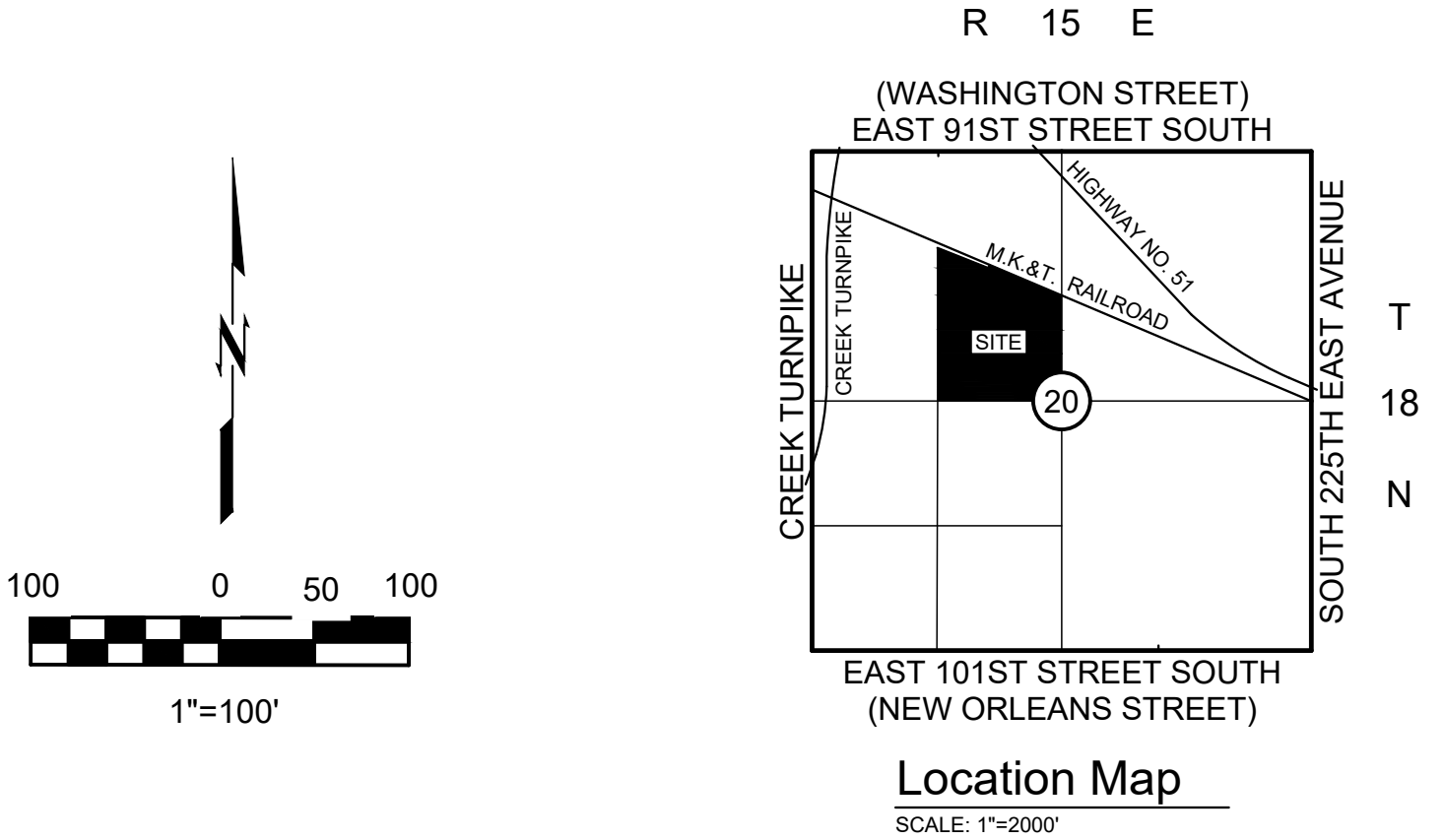
Development of the site is expected to begin in the spring of 2019.



CONCEPTUAL IMPROVEMENTS PLAN

# BROKEN ARROW PUBLIC SCHOOLS ELEMETARY 16

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4) AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) OF SECTION TWENTY (20), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.



**OWNER**  
CITY OF BROKEN ARROW  
PUBLIC SCHOOLS  
427 S. BOSTON AVE STE 400  
TULSA, OKLAHOMA 74114

**ENGINEER**  
WALLACE ENGINEERING  
STRUCTURAL CONSULTANTS, INC  
200 EAST BRADY STREET  
TULSA, OK 74103  
(918) 584-6858  
OKLAHOMA CA #1460  
EXP DATE 6/30/19

**SURVEYOR**  
BENNETT SURVEYING, INC.  
210 CHOUTEAU AVENUE  
CHOUTEAU, OK 74337  
TEL: 918-476-7484  
RPLS 1556, CA #4502  
EXPIRES 6/30/2019  
wade@bennettsurveying.com

**SUBDIVISION STATISTICS**  
SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK AND (1) RESERVE CONTAINING 1,687,270 SQUARE FEET OR 38.734 ACRES.

**MONUMENTATION**  
3/8" IRON PINS SET AT ALL CORNER UNLESS OTHERWISE NOTED. ELEVATIONS SHOWN HEREON BASED ON 1988 NAVD.

**BENCHMARK**  
BENCHMARK "BRASS CAP" AT EAST QUARTER CORNER, NORTH 370064.20; EAST 2630573.57 ELEVATION 629.12 NAVD88

**BASIS OF BEARINGS**  
THE BEARING BASE FOR THIS SURVEY IS BASED ON GRID BEARINGS AND THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.

**FLOODPLAIN NOTE**  
MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA AND INCORPORATED AREAS, MAP NO. 40145C0115J, MAP EFFECTIVE: SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE X WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN

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

**WATER AND SEWER**  
ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BROKEN ARROW.

**DETENTION DETERMINATION**  
STORMWATER DETENTION WILL BE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION #DD-XXXXXXXXXX.

**LEGEND**

~560~	ADDRESS
CA	CHORD ANGLE
CB	CHORD BEARING
CD	CHORD DISTANCE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
DESC.	DESCRIBED
F. M.	FIELD MEASURED

BACKFLOW PREVENTER VALVE TABLE				
BLOCK	LOTS	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
1	1	XX.XX	XX.XX	XX.XX

\* REQUIRES BACKFLOW PREVENTER VALVE.  
IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDER'S RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING.

APPROVED \_\_\_\_\_ BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

MAYOR: CRAIG THURMOND \_\_\_\_\_

ATTEST: CITY CLERK \_\_\_\_\_

FIRE STATION #3  
PRELIMINARY PLAT  
February 14, 2019  
SHEET 1 OF 2

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