#### BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD83), WITH THE SOUTH LINE OF SECTION 14 HAVING A BEARING OF S88°41'01"W.

#### MONUMENTATION

ALL CORNERS TO BE SET WITH A 3/8" IRON PIN WITH YELLOW CAP UNLESS OTHERWISE NOTED

#### FLOOD ZONE NOTE

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA, MAP NO. 40143C0391L, MAP REVISED: SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN.

#### NOTES

- 1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- 2. ALL PROPERTY CORNERS ARE SET 3/8" IRON PIN UNLESS OTHERWISE NOTED.
- 3. ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- 4. ALL WATER AND SANITARY SEWER LINES WILL BE SUPPLIED BY THE CITY OF BROKEN ARROW.
- 5. ALL STREET RIGHT-OF-WAY SHALL BE DEDICATED AS PUBLIC STREET BY THIS PLAT.

# ABBREVIATIONS

ACCESS BUILDING LINE BENCH MARK BOOK & PAGE BK PG CHORD BEARING CHORD DISTANCE EASEMENT LANDSCAPE EASEMENT FENCE & UTILITY EASEMENT INITIAL TANGENT BEARING LIMITS OF NO ACCESS MUTUAL ACCESS EASEMENT PUBLIC SERVICE COMPANY EASEMENT POINT OF BEGINNING POINT OF COMMENCEMENT RIGHT-OF-WAY RESTRICTED WATERLINE EASEMENT STORM SEWER STORM DETENTION EASEMENT SANITARY SEWER SANITARY SEWER EAEMENT STORM SEWER EASEMENT UTILITY EASEMENT WL WATERLINE WL/E WATERLINE EASEMENT WATERLINE

# ADDRESSES

470 E. KENOSHA STREET BROKEN ARROW, OKLAHOMA 74012

500 E. KENOSHA STREET BROKEN ARROW, OKLAHOMA 74012 1020 N. 5TH STREET

OKLAHOMA 74012 1030 N. 5TH STREET BROKEN ARROW, OKLAHOMA 74012

BROKEN ARROW,

# LAND AREA

SUBDIVISION CONTAINS 3 LOTS IN 1 BLOCK SUBDIVISION CONTAINS 120,125.00SF (2.76 AC) BLOCK 1 CONTAINS 120,125.00SF (2.76 AC) RESERVE AREA A CONTAINS 11,325.00SF (0.26 AC)

## **DETENTION NOTE**

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE IN ACCORDANCE WITH FEE-IN-LIEU DETENTION DETERMINATION #DD-041918-13.

#### Benchmark +

CHISELED SQUARE (N:393646.70, E:2623410.00) ELEVATION = 769.28 CONDITIONAL FINAL PLAT

# Freedom Wash

A REPLAT OF LOT 5 AND LOT 7, BLOCK 1 OF KENWOOD ACRES (PLAT # 1417)
PLANNED UNIT DEVELOPMENT (PUD # 172)

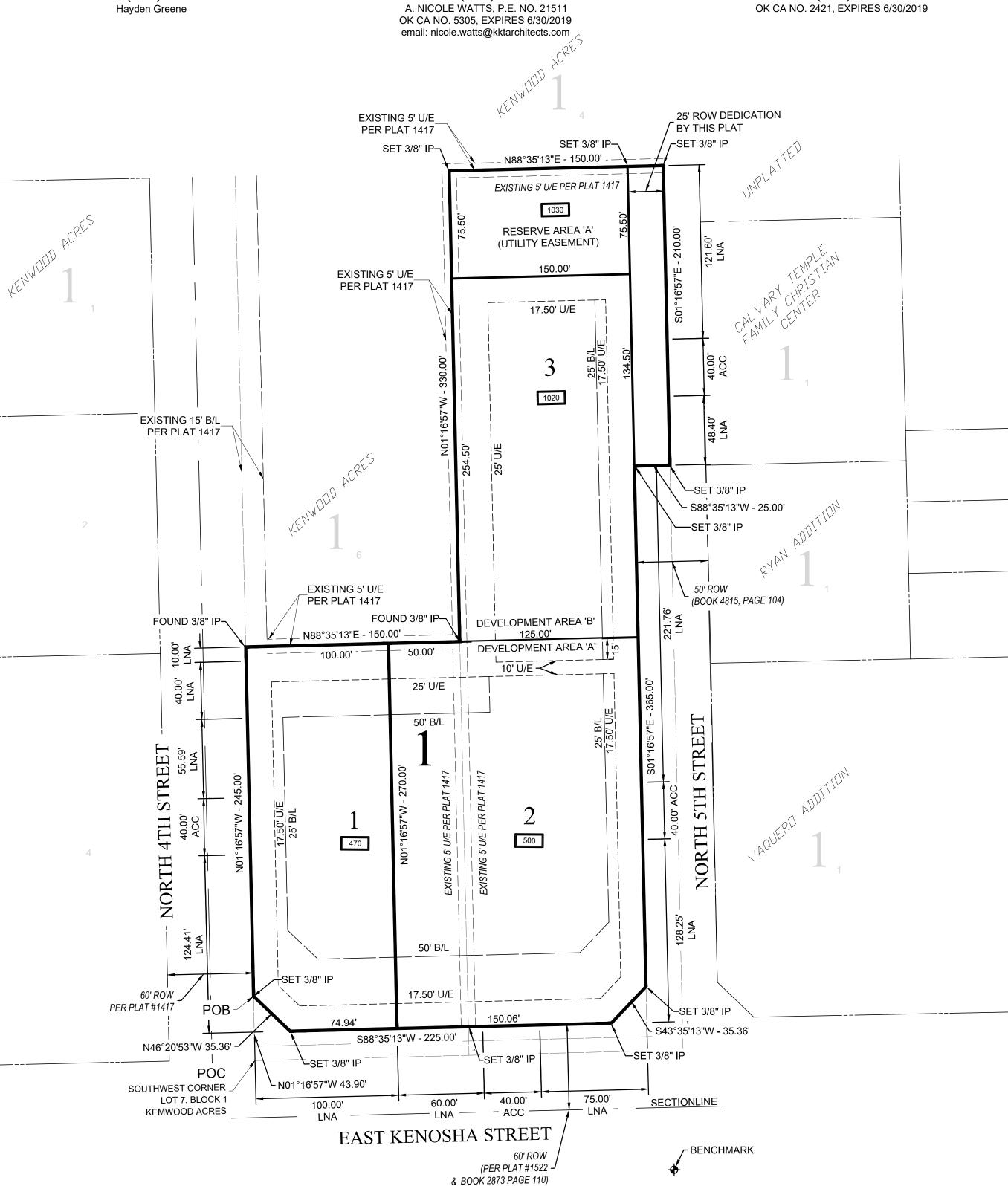
SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE S/2 OF THE SE/4 OF SECTION 02, TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN,

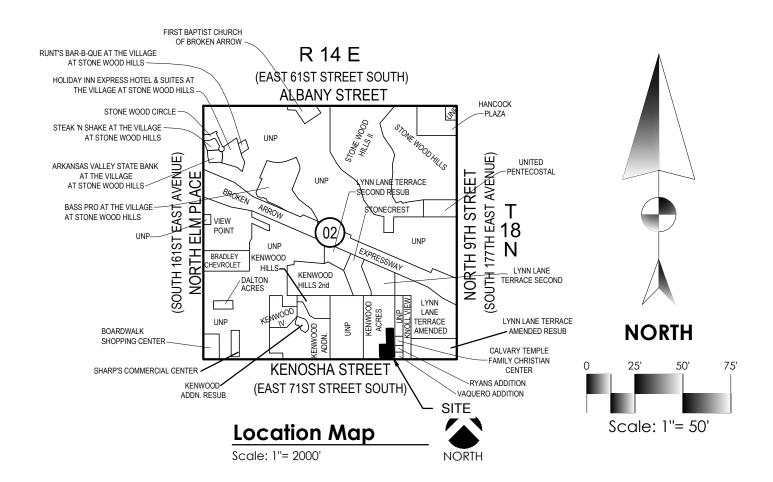
PUD 172-D

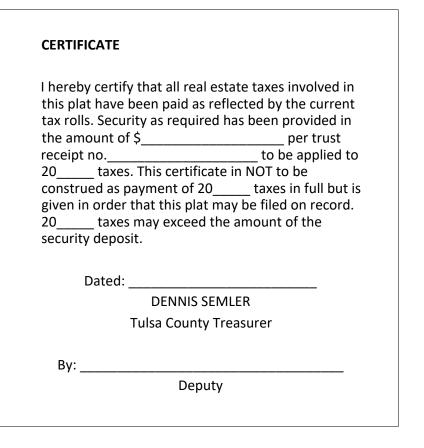
OWNER:
Freedom Wash, LLC
2635 S. Harvard Avenue
Tulsa, Oklahoma, 74114
Phone: (918) 814-7058
Hayden Greene

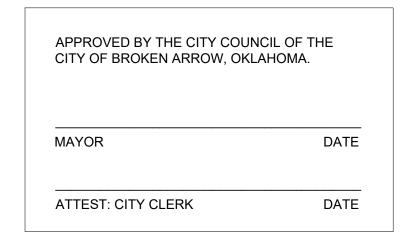
ENGINEER:
KKT Architects, Inc.
2200 South Utica Place
Tulsa, Oklahoma, 74114
Phone: (918) 744-4270
A. NICOLE WATTS, P.E. NO. 21511
OK CA NO. 5305, EXPIRES 6/30/2019
email: nicole.watts@kktarchitects.com

SURVEYOR:
Sisemore Weisz & Associates, Inc.
6111 E. 32nd Place
Tulsa, Oklahoma 74135
Phone: (918) 665-3600









Planned Unit Development No. 127

FREEDOM WASH

Case No. PT18-107 / Development No. -----
Sheet 1 OF 3

Date of Preparation: SEPTEMBER 7, 2018

# Freedom Wash

A REPLAT OF LOT 5 AND LOT 7, BLOCK 1 OF KENWOOD ACRES (PLAT # 1417)
PLANNED UNIT DEVELOPMENT (PUD # 172)

SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA,
BEING A PART OF THE S/2 OF THE SE/4 OF SECTION 02,
TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

PUD #172-D

#### **DEED OF DEDICATION**

#### KNOW ALL MEN BY THESE PRESENTS:

THAT FREEDOM WASH, LLC, HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS LOT FIVE (5) AND LOT SEVEN (7), BLOCK ONE (1), KENWOOD ACRES, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT SEVEN (7); THENCE NORTH 01'16'57" WEST A DISTANCE OF 43.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01'16'57" WEST CONTINUING ALONG SAID WEST LINE A DISTANCE OF 245.00 FEET; THENCE NORTH 88'35'13" EAST A DISTANCE OF 150.00 FEET; THENCE NORTH 01'16'57" WEST A DISTANCE OF 330.00 FEET; THENCE NORTH 88'35'13" WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 01'16'57" EAST ALONG THE EAST PROPERTY LINE OF LOT 2 FOR A DISTANCE OF 210.00 FEET; THENCE SOUTH 88'35'13" WEST A DISTANCE OF 25.00 FEET; THENCE SOUTH 01'16'57" EAST FOR A DISTANCE OF 365.00 FEET; THENCE SOUTH 43'35'13" WEST A DISTANCE OF 35.36 FEET; THENCE SOUTH 88'35'13" WEST A DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A COMBINED TOTAL OF 120,125 SQUARE FEET OR 2.757 ACRES

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE LOT IN ONE BLOCK AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF. AND WHICH PLAT IS MADE A PART HEREOF: AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "FREEDOM WASH", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "ADDITION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "FREEDOM WASH" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.) NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE ADDITION. AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DO HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNER OF ANY PROPERTY WITHIN THE ADDITION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

### SECTION I. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS 'U/E' OR 'UTILITY EASEMENT' FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND 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, MANHOLES 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 STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT. THE OWNER 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 THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

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

- 1.1.1 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON HIS LOT.
- 1.1.2 WITHIN THE UTILITY EASEMENT, WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- 1.1.3 THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.
- 1.1.4 THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES

HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

1.1.5 THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND.

#### 1.2 PAVING AND LANDSCAPING WITHIN EASEMENTS

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

#### 1.3 RESERVATION OF RIGHTS AND COVENANTS AS TO OBSTRUCTIONS

THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH OBSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER OF ANY LOT AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, 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 NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

#### 1.4 CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER AND STORM SEWER SYSTEMS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. THE CITY'S ACCEPTANCE SHALL BE EVIDENCED BY A DOCUMENT EXECUTED BY THE MAYOR OF THE CITY OF BROKEN ARROW (THE "FORMAL ACCEPTANCE") AND FILED IN THE RECORDS OF THE TULSA COUNTY CLERK. BUILDING CONSTRUCTION OCCURRING PRIOR TO RECORDING OF THE CITY'S ACCEPTANCE OF INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT.

#### 1.5 MUTUAL ACCESS EASEMENT

THE OWNER HEREBY GRANTS AND ESTABLISHES PERPETUAL NON-EXCLUSIVE MUTUAL ACCESS EASEMENTS AT NON DESCRIPTIVE POINTS ACROSS LOTS OF LOTS ONE AND TWO FOR THE PURPOSES OF PERMITTING THE OWNER OF EACH LOT, THEIR GRANTEES, TENANTS, INVITEES, GUESTS, SUCCESSORS AND ASSIGN TO HAVE VEHICULAR AND PEDESTRIAN ACCESS AND PASSAGE WITHIN 'FREEDOM WASH' AND TO AND FROM THE PUBLIC STREETS ADJACENT TO 'FREEDOM WASH' ON AND ACROSS EACH LOT. THE MUTUAL ACCESS EASEMENT SHALL BE FOR THE SOLE AND EXCLUSIVE USE AND BENEFIT OF THE OWNER OF EACH LOT WITHIN 'FREEDOM WASH' AND THEIR GRANTORS, TENANTS, INVITEES, GUESTS, SUCCESSORS AND ASSIGNS AND SHALL BE APPURTENANT TO THE OWNERSHIP OF EACH LOT. PROVIDED, HOWEVER, GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITIES SHALL HAVE THE REASONABLE USE OF THE EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE PLAT.

#### A MUTUAL ACCESS EASEMENT SHALL BE PROVIDED BETWEEN LOTS ONE AND TWO.

#### 1.6 UNDERGROUND SERVICE

- 1.6.1 OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.
- 1.6.2 UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- 1.6.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.6.4 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.6.5 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 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.

#### 1.7 GAS SERVICE

- 1.7.1 THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY 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.
- 1.7.2 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT. OR ITS AGENTS OR CONTRACTORS.
- 1.7.3 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.

#### 1.8 LOT SURFACE DRAINAGE

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

#### 1.9 ROOF DRAIN REQUIREMENTS

THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH AFFECTED LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, THAT THE DWELLING CONSTRUCTED ON ALL LOTS SHALL EACH HAVE ROOF DRAINS DESIGNED AND CONSTRUCTED TO DISCHARGE STORMWATER RUNOFF TO THE STORM SEWER SYSTEM.

#### 1.10 LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST ALBANY STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

## 1.11 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 OWNER OF EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

#### SECTION II. RESERVE AREA

#### 2.1 RESERVE AREA 'A'

**2.1.1** THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA 'A' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

**2.1.2** DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE RESERVE SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY CITY OF BROKEN ARROW, OKLAHOMA.

#### 2.1.3 RESERVE AREA 'A' IS TO BE USED AS AN UTILITY EASEMENT

**2.1.4** DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE PROPERTY OWNER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE.

RETENTION AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE ASSOCIATION SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE RESERVE IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

A. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.

B. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

#### C. THE RESERVE SHALL BE KEPT FREE OF DEBRIS.

D. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

#### 2.1.5 LANDSCAPING SHALL BE ALLOWED WITHIN THE RESERVE.

**2.1.6** IN THE EVENT THE PROPERTY OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE RESERVE, CITY OF BROKEN ARROW, 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 ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW MAY FILE OF RECORD A COPY OF STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY TULSA COUNTY.

2.1.7 RESERVE AREA 'A' SHALL BE UTILIZED AS A STORMWATER DETENTION EASEMENT, UTILITY EASEMENT, PARK AND OPEN SPACE USES.

#### SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD; INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO; AND WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, THE OWNERS SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA; NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS IN TITLE, AND THE CITY OF BROKEN ARROW, OKLAHOMA, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH. THE DEVELOPMENT OF 'KENWOOD ACRES' (PUD 172) SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE. THE PROVISIONS OF PUD NO. 172.

DEVELOPMENT AREA 'A' WILL BE FOR COMMERCIAL, RESTAURANT, AND/OR OFFICE USES. FORTHERMORE, IT WILL FRONT INTO KENOSHA STREET AND BE APPROXIMATLY 390 FEET DEEP IN THE NORTH SOUTH DIRECTION AND 300 FEET ALONG KENOSHA STREET.

DEVELOPMENT AREA 'B' WILL BE FOR STORMWATER DETENTION USES. FORTHERMORE, IT WILL FRONT INTO 5TH STREET AND BE APPROXIMATLY 330 FEET DEEP IN THE NORTH SOUTH DIRECTION AND 150 FEET IN THE EAST WEST DIRECTION

#### 3.1 LAND AREA

GROSS LAND AREA: 120,125.00 SF 2.757 AC

NET LAND AREA: 120.125.00 SF 2.757 AC

#### 3.2 MINIMUM BUILDING SETBACKS:

RESIDENTIAL YARDS (AREA "B")
SIDE (DETACHED) - 5FT/5FT; 10FT TOTAL

SIDE (ATTACHED) - OFT (WHEN ATTACHED TO OTHER STRUCTURES)
REAR - 20'

SIDE - (ADJACENT TO NPNRESIDENTIAL USE - 10FT

FRONT - (ALONG FIFTH STREET) - 15FT

NON RESIDENTIAL YARDS (AREA "A")
SIDE/REAR (BETWEEN NON RESIDENTIAL & PROPOSED RESIDENTIAL

USES)
BUILDINGS SHALL SETBACK AT LEAST 50 FEET FROM ANY RESIDENTAIL

LOT BOUNDARY.
FRONT/SIDE (ALONG 4TH & 5TH STREETS) - 25FT

FRONT (ALONG KENOSHA STREET) - AS ESTABLISHED IN THE C-5 ZONING

DISTRICT

# 3.3 MINIMUM LOT FRONTAGE - SINGLE FAMILY HOUSING (DETACHED) 32 FT MINIMUM LOT FRONTAGE - SINGLE FAMILY HOUSING (ATTACHED) 32 FT

3.4	MINIMUM RESIDENTIAL LOT SIZE	4,000 9
	MINIMUM RESIDENTIAL LOT WIDTH	32 FT
3.5	MAXIMUM BUILDING HEIGHT - SINGLE STORY BUILDING	35 FT
	MAXIMUM BUILDING HEIGHT - TWO STORY BUILDING	50 FT
	MAXIMUM BUILDING HEIGHT - MULTI STORY BUILDING	75 FT

\* ARCHITECTURAL FEATURES, SUCH AS PARAPETS, WILL BE PERMITTED TO EXCEED THE MAXIMUM HEIGHT AT DETAILED SITE PLAN APPROVAL.

# 3.6 MINIMUM ALLOWABLE OPEN SPACE

AREA 'A'	10%
AREA 'B'	25%
OVERALL COMPOSITE	15%

#### 3.7 EXTERIOR BUILDING MATERIALS

EXCLUDING WINDOW AND DOOR OPENINGS, THE EXTERIOR OF ALL BUILDINGS IN DEVELOPMENT AREA 'A' SHALL BE OF MASONRY MATERIAL. ALL FACADE DESIGNS AND MATERIALS SHALL BE APPROVED THROUGH THE SITE PLAN PROCESS.

#### 3.8 EXTERIOR LIGHTING

ALL EXTERIOR LIGHTING SHALL MEET THE REQUIREMENTS OF ARTICLE VIII, SECTION 21, OF THE BROKEN ARROW ZONING ORDINANCE EXCEPT ALONG THE EAST RIGHT OF WAY LINE OF 4TH STREET AND WHEREVER DEVELOPMENT AREA 'A' ABUTS ANY RESIDENTIAL LOT THEY SHALL BE LIMITED TO 1 FEET IN HEIGHT WITH THE FIXTURE FIXED AND PARALLEL TO THE GROUND. OR SUBMIT A PHOTOMETRIC DRAWING IN ACCORDANCE WITH ARTICLE VIII, SECTION 21 OF THE BROKEN ARROW ZONING ORDINANCE.

# 3.9 MINIMUM OFF-STREET PARKING SPACES AND LOADING BERTHS AS PROVIDED BY TABLE 5.4.1: OFF-STREET PARKING SCHEDULE A OF THE BROKEN ARROW ZONING CODE.

#### 3.10 SOLID WASTE DISPOSAL

IN DEVELOPMENT AREA A, ALL SOLID WASTE SHALL BE DISPOSED IN A DUMPSTER. DUMPSTER SHALL BE SCREENED WITH AN OPAQUE FENCE THAT IS HIGHER THAN THE PROPOSED DUMPSTER, SIX FOOT MINIMUM. DUMPSTERS IN DEVELOPMENT AREA A SHALL BE LOCATED AT LEAST 50 FEET FROM ANY EXTERIOR PROPERTY LINE.

#### 3.11 ALLOWABLE USES

SES ALLOWED IN DEVELOPMENT AREA 'A' SHALL CONSIST OF THOSE ALLOWED IN THE C-5 HIGHWAY AND RESIDENTIAL DISTRICT OR THE NEWLY PROPOSED ZONING CLASSIFICATION OF CH ONCE ADOPTED. THE FOLLOWING USES WILL BE EXCLUDED:

AGRICULTURAL IMPLEMENTS, SALES, REPAIR, AND SERVICE; AMBULANCE SERVICE; AMUSEMENT PARK; AUCTIONEER AUDITORIUM; AUTO DEALERSHIP; BAIT SHOP (RETAIL); BASEBALL PARK (COMMERCIAL); BINGO HALL / PARLOR; BOILER SALES WITHOUT SERVICE; DAIRY PRODUCTS - WHOLESALE; FUR GOODS, STORAGE & CLEANING; FURNITURE CLEANING, REPAIR AND RESTORATION; GOLF DRIVING RANGE; MACHINE SHOP; MINI-STORAGE; MOTORCYCLE DEALERSHIP; MOTOR FREIGHT TERMINAL; RACE TRACK, AUTO, DOG & HORSE; RECREATION VEHICLE CAMPGROUND; SEXUALLY ORIENTED BUSINESSES; SOUVENIRS, ROADSIDE STAND; SWIMMING POOL, COMMERCIAL; THEATRE,, MOTION PICTURE (DRIVE IN).

USES ALLOWED IN DEVLEOPMENT AREA 'B' SHALL CONSIST OF THOSE ALLOWED IN THE R-4 TWO-FAMILY DISTRICT.

APPROVED BY THE CITY C CITY OF BROKEN ARROW,	
MAYOR	DATE
ATTEST: CITY CLERK	DATE

Planned Unit Development No. 172

FREEDOM WASH

Case No. PT18-107 / Development No. ------

Sheet 2 OF 3

Date of Preparation: SEPTEMBER 7, 2018

# CONDITIONAL FINAL PLAT

# Freedom Wash

A REPLAT OF LOT 5 AND LOT 7, BLOCK 1 OF KENWOOD ACRES (PLAT # 1417)
PLANNED UNIT DEVELOPMENT (PUD # 172)

SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE S/2 OF THE SE/4 OF SECTION 02, TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

PUD #172-D

#### 3.12 LANDSCAPING AND SCREENING

A MINIMUM OF TWENTY PERCENT (20%) OF THE TOTAL NET LOT AREA OF THE PROJECT WILL BE IMPROVED AS INTERNAL LANDSCAPED OPEN SPACE. THE LANDSCAPE WILL COMPLY WITH THE REQUIREMENTS OF THE BROKEN ARROW ZONING CODE.

IN DEVELOPMENT AREA A, A LANDSCAPE AREA OF AT LEAST 10 FEET IN WIDTH SHALL BE PROVIDED ALONG 4TH STREET AND WHEREEVER DEVOPMENT A ABUTS A RESIDENTAL LOT BOUNDARY. IN THIS LANDSCAPE AREA, AT LEAST ONE EVERGREEN TREE SHALL BE PLANTED FOR EVERY 20 LINEAL FEET THAT DEVELOPMENT AREA A ABUTS 4TH STREET AND ANY RESIDENTIAL LOT BOUNDARY. IN ADDITION A BERM OR LANDSCAPE EDGE OR MASONRY WALL SHALL BE INSTALLED ALONG 4TH STREET PER THE BROKEN ARROW ZONING ORDINANCE. 15 SHRUBS PER 50 LINEAL FEET WILL BE INSTALLED ALONG KENOSHA. IF THERE IS AN ACCESS POINT INSTALLED ON KENOSHA THERE MUST BE LANDSCAPE BEDS ON BOTH SIDES OF THE ENTRY.

AN ARCHITECTURAL METAL FENCE WITH MASONARY COLUMNS MAY BE INSTALLED ALONG 4TH STREET IN LIEU OF 8 FOOT HIGH OPAQUE FENCE - IF THE PROPERTY WEST OF 4TH STREET IS STILL BEING USED AS RESIDENTIAL PROPERTY AT THE TIME OF DEVELOPMENT. (OTHERWISE - NO FENCING WILL BE REQUIRED). AN ARCHITECTURALLY ATRACTIVE 8 FOOT HIGH OPAQUE FENCE SHALL BE INSTALLED IN ACCORDANCE WITH THE ZONING ORDINANCE WHENEVER DEVELOPMENT AREA A ABUTS ANY RESIDENTIAL LOT BOUNDARY.

A PROPERTY OWNERS ASSOCIATION WILL BE ESTABLISHED AS PART OF THE PLATTING PROCESS. ALL OPEN SPACE AREAS IN DEVELOPMENT AREA A, INCLUDING THE STORM WATER DETENTION FACILITY, SHALL BE OWNED AND MAINTAINED BY SUCH PROPERTY OWNERS ASSOCIATION. ANY LANDSCAPE MATERIAL THAT FAILS SHALL BE REPLACED IN ACCORDANCE WITH THE CRITERIA CONTAINED IN ARTICLE VIII, SECTION 19.7E OF THE ZONING ORDINANCE.

ALL FENCING IN DEVELOPMENT AREA A SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AS PART OF THE SITE PLAN REVIEW.

#### 3.13 PARKING

PARKING ASSOCIATED WITH THE NONRESIDENTIAL AREA CAN BE LOCATED ON PORTIONS OF AREA "B"

#### 3.14 SITE PLAN REVIEW

NO BUILDING PERMIT WILL BE ISSUED FOR ANY BUILDING WITHIN THE PROJECT UNTIL A PLANNED UNIT DEVELOPMENT DETAILED SITE PLAN AND DETAILED LANDSCAPE PLAN HAVE BEEN SUBMITTED TO THE CITY OF BROKEN ARROW AND APPROVED AS BEING IN COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT STANDARDS.

#### 3.15 PLATTING

ALL OF THE PLATTING ASSOCIATED WITH PUD 172 SHALL BE REPLATTED IN ACCORDANCE WITH CITY OF BROKEN ARROW SUBDIVISION REGULATIONS. THE DEED OF DEDICATION OF THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD, ENFORCEABLE BY THE CITY OF BROKEN ARROW, SETTING FORTH THE DEVELOPMENT STANDARDS OF THE PLANNED UNIT DEVELOPMENT.

#### SECTION IV. TERM, AMENDMENT AND ENFORCEMENT

## 4.1 ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I., PUBLIC STREETS AND UTILITY EASEMENTS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED THE COVENANTS WITHIN SECTION I. SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I., THE SUPPLIER OF UTILITY SERVICE OR THE CITY OF BROKEN ARROW, OKLAHOMA, MAY BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

#### 4.2 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.

#### 4.3 AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS AND UTILITY EASEMENTS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY 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 CITY OF BROKEN ARROW AREA PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

#### 4.4 SEVERABILITY

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

IN WITNESS WHEREOF, THE OWNERS HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS

STATE OF OKLAHOMA )  SS  COUNTY OF TULSA )  BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND S ON THIS		EDEE		
STATE OF OKLAHOMA )  SS  COUNTY OF TULSA  BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND S ON THIS DAY OF, 2018, PERSONALLY APPEARED HAYDEN GR TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE M THEREOF TO THE FOREGOING INSTRUMENT, AS ITS VICE-PRESIDENT AND ACKNOWLEI TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AN THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.  MY COMMISSION EXPIRES  NOTARY PUBLIC  CERTIFICATE OF SURVEY  I, DEAN ROBINSON, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STAT OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCUATELY SURVEY SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THA ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GRO USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAH MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.  WITNESS MY HAND AND SEAL THIS DAY OF, 20  BY:  DEAN ROBINSON LICENSED PROFESSIONAL LAND SURVEYOR		INLL	DOM WASH, LLC	
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BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND SON THIS	<u>.</u>			
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NOTARY PUBLIC

AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES

CITY OF BROKEN ARROW, OKLAHOMA.

APPROVED BY THE CITY COUNCIL OF THE

ATTENT OFFICE OF

MAYOR

ATTEST: CITY CLERK DATE

Planned Unit Development No. 172

FREEDOM WASH

Case No. PT18-107 / Development No. -----
Sheet 3.0F.3

Date of Preparation: SEPTEMBER 7, 2018

DATE