

NINETY ONE - PHASE 4

AN ADDITION TO THE CITY OF BROKEN ARROW,
TULSA COUNTY, OKLAHOMA
A PART OF THE SW/4, SECTION 13, T18N, R14E, I.M.

RESTRICTED ACCESS
THE BUILDING LINE SETBACK MAY BE REDUCED TO 20' ALONG
STREET FRONTS WITH RESTRICTED ACCESS PROVIDED NO
VEHICULAR ACCESS OCCURS ALONG STREET FRONTAGE. ACCESS
MAY OCCUR WHERE THERE IS RESTRICTED ACCESS, BUT THE
BUILDING LINE SETBACK IS INCREASED TO 25 FEET.

CURRENT OWNER:		SITE INFORMATION:	
RC LYNN LANE, LLC		ADDRESS	
DAVID FRYE		ZONING	
4058 N. COLLEGE SUITE 300 BOX 9		LOTS	
FAYETTEVILLE, AR 72703		BLOCKS	
479-455-9090		AREA	
ENGINEER/SURVEYOR:		WATER SUPPLY	
CRAFTON TULL		MINIMUM LOT SF (EA)	
220 E. 8th ST.		MINIMUM FRONT BUILDING SETBACK	
TULSA, OK 74119		MINIMUM REAR BUILDING SETBACK	
PH 918.584.0347		MINIMUM SIDE SETBACKS	
CERTIFICATION OF AUTHORIZATION:		MINIMUM FRONT LOT UTILITY ESMT	
CA 973 (PE/LS) EXPIRES 6/30/2018		MINIMUM REAR LOT UTILITY ESMT	
		MINIMUM PROPERTY PERIMETER ESMT	

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	39.27'	25.00'	90°00'00"	N46° 14' 53"W	35.36'
C2	10.97'	18.00'	34°55'58"	N16° 13' 06"E	10.81'
C3	28.21'	60.00'	26°56'21"	N20° 12' 54"E	27.95'
C4	46.22'	60.00'	44°08'23"	N15° 19' 28"W	45.09'
C5	43.29'	60.00'	41°20'05"	N58° 03' 41"W	42.35'
C6	43.29'	60.00'	41°20'05"	S80° 36' 14"W	42.35'
C7	44.56'	60.00'	42°32'57"	S38° 39' 43"W	43.54'
C8	70.37'	60.00'	67°11'48"	S16° 12' 39"E	66.40'
C9	26.20'	60.00'	25°00'55"	S62° 19' 00"E	25.99'
C10	23.11'	18.00'	73°34'34"	S38° 02' 10"E	21.56'
C11	39.27'	25.00'	90°00'00"	S43° 45' 07"W	35.36'
C12	39.27'	25.00'	90°00'00"	N46° 14' 53"W	35.36'
C13	27.63'	183.00'	8°38'59"	N3° 04' 37"E	27.60'
C14	33.11'	183.00'	10°21'56"	N12° 35' 04"E	33.06'
C15	65.73'	233.00'	16°09'52"	N9° 41' 06"E	65.52'
C16	11.84'	233.00'	2°54'44"	N0° 08' 48"E	11.84'
C17	60.93'	183.00'	19°04'36"	S8° 13' 44"W	60.65'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C46	14.09'	31.00'	26°03'01"	S14° 16' 24"E	13.97'
C47	39.27'	25.00'	90°00'00"	S43° 45' 07"W	35.36'
C48	47.12'	30.00'	90°00'00"	S46° 14' 53"E	42.43'
C49	39.27'	25.00'	90°00'00"	S43° 45' 07"W	35.36'
C50	47.12'	30.00'	90°00'00"	N46° 14' 53"W	42.43'
C51	47.12'	30.00'	90°00'00"	S43° 45' 07"W	42.43'
C52	39.27'	25.00'	90°00'00"	S46° 14' 53"E	35.36'
C53	125.66'	80.00'	90°00'00"	S46° 14' 53"E	113.14'
C54	39.27'	25.00'	90°00'00"	S46° 14' 53"E	35.36'
C55	39.27'	25.00'	90°00'00"	S43° 45' 07"W	35.36'
C56	39.27'	25.00'	90°00'00"	N46° 14' 53"W	35.36'
C57	31.65'	25.00'	72°32'33"	N52° 29' 57"E	29.58'

FLOODPLAIN REFERENCE

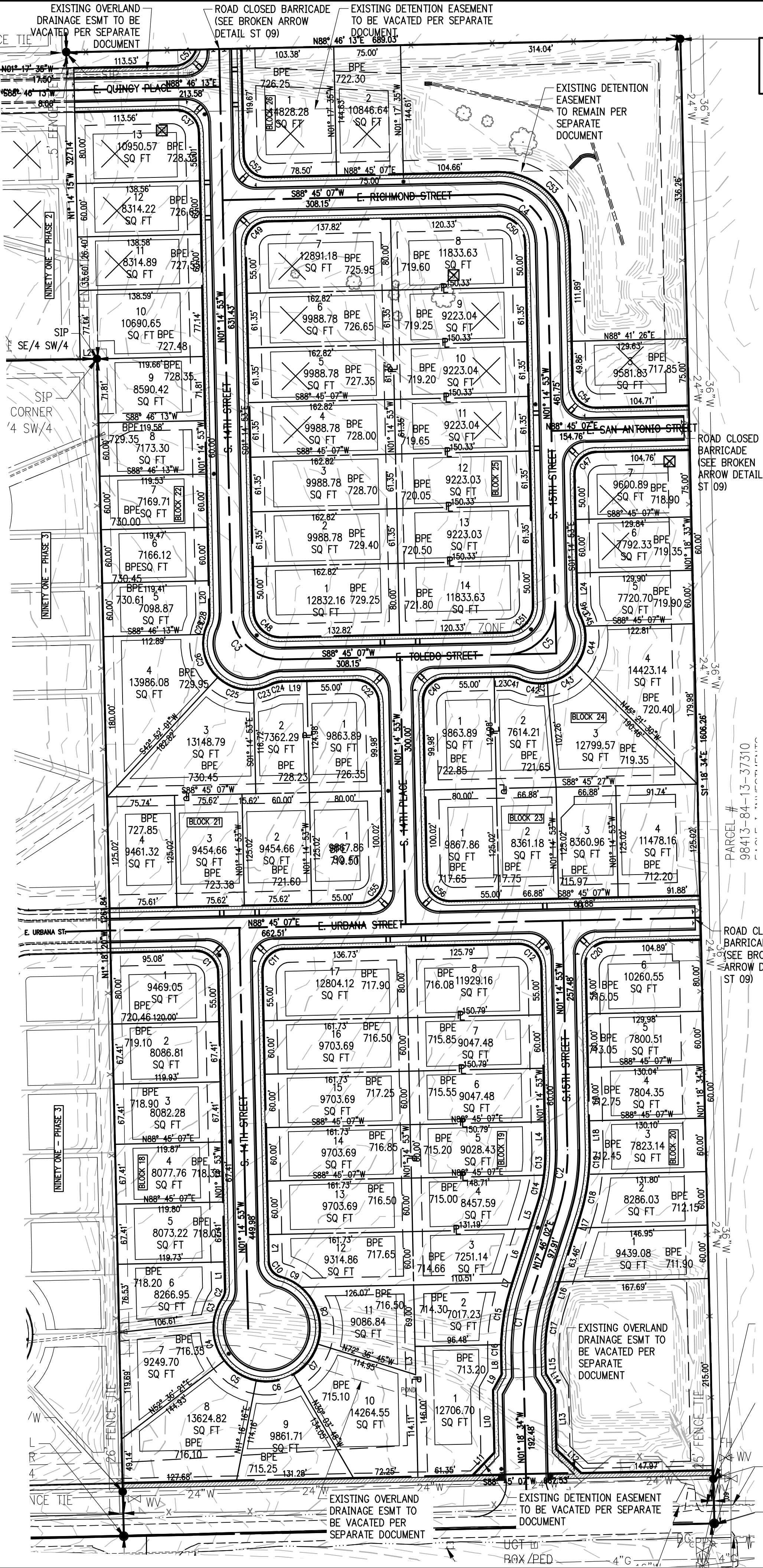
FIRM PANEL NO. 40143C0392KL DATED AUGUST 3, 2009 CLASSIFIES THE PROPERTY DESCRIBED HEREON AS ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

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

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C18	49.74'	233.00'	12°13'54"	S11° 39' 05"W	49.65'
C19	27.59'	233.00'	6°47'01"	S2° 08' 38"W	27.57'
C20	39.27'	25.00'	90°00'00"	S43° 45' 07"W	35.36'
C22	39.27'	25.00'	90°00'00"	N46° 14' 53"W	35.36'
C23	20.03'	52.00'	22°04'31"	S73° 49' 16"W	19.91'
C24	14.05'	31.00'	25°58'07"	S75° 46' 03"W	13.93'
C25	43.56'	52.00'	47°59'52"	N71° 08' 33"W	42.30'
C26	53.11'	52.00'	58°31'13"	N17° 53' 01"W	50.83'
C28	13.47'	31.00'	24°53'54"	N11° 12' 04"E	13.37'
C29	11.14'	52.00'	12°16'25"	N17° 30' 49"E	11.12'
C37	39.26'	25.00'	89°58'54"	N46° 14' 20"W	35.35'
C40	39.27'	25.00'	90°00'00"	S43° 45' 07"W	35.36'
C41	14.11'	31.00'	26°04'54"	N78° 12' 26"W	13.99'
C42	31.95'	52.00'	35°12'04"	N82° 46' 01"W	31.45'
C43	39.22'	52.00'	43°12'51"	S58° 01' 31"W	38.30'
C44	45.73'	52.00'	50°23'20"	S11° 13' 26"W	44.27'
C45	12.10'	52.00'	13°19'40"	S20° 38' 04"E	12.07'

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L24	355.32'	N1° 14' 53"W
L25	31.89'	N1° 14' 53"W
L26	325.16'	S1° 14' 53"E
L27	207.48'	N1° 14' 53"W
L28	97.91'	N17° 46' 02"E
L29	97.91'	N17° 46' 02"E
L30	97.91'	N17° 46' 02"E
L31	20.00'	N28° 41' 26"E
L32	69.98'	N1° 18' 24"W
L33	35.31'	N43° 43' 17"E
L34	21.88'	N1° 19' 05"W
L35	97.91'	S17° 46' 02"W
L36	38.23'	S46° 16' 43"E

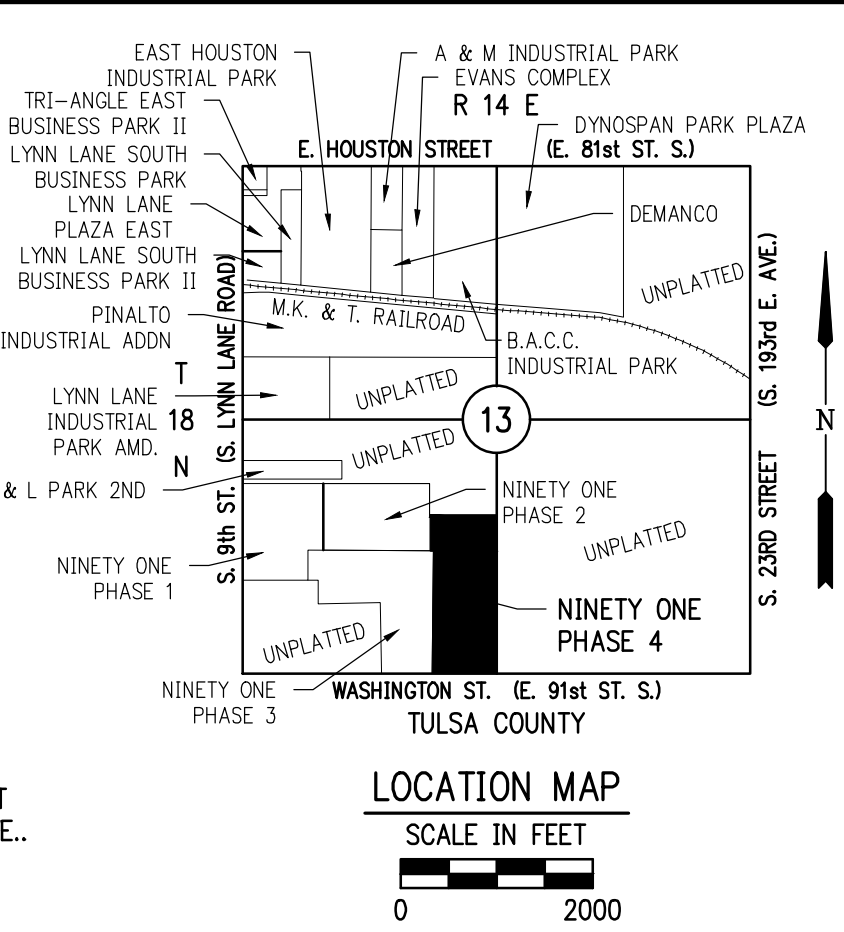
PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L37	68.01'	S1° 18' 34"E
L38	20.00'	S31° 18' 34"E
L39	21.88'	S1° 18' 34"E
L40	97.91'	S17° 46' 02"W
L41	207.48'	S1° 14' 53"E
L42	82.19'	S88° 45' 07"W
L43	540.38'	N1° 14' 53"W
L44	18.94'	N88° 45' 45"E
L45	70.28'	S88° 45' 07"W
L46	145.00'	S1° 14' 53"E



NOTE:
BACK FLOW PREVENTER TO
BE ADDED TO ALL LOTS

BENCHMARK

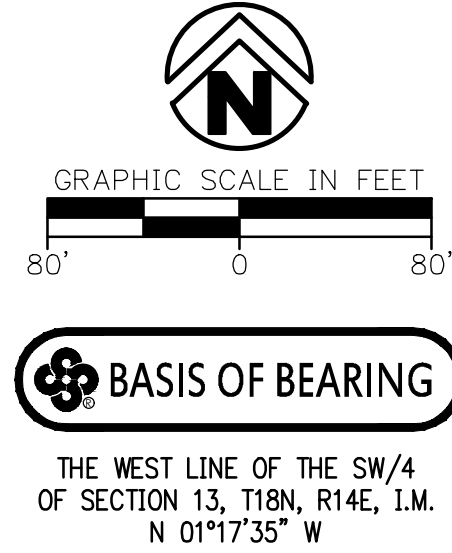
BA 26
OKLAHOMA NORTH ZONE 3501
HORIZONTAL DATUM NAD 83 (1993)
NORTHING: 383229.887
EASTING: 263229.884
VERTICAL DATUM NAVD 1988
ELEV. 670.307'
DESCRIPTION OF BENCHMARK
5/8" REBAR- 1 1/2" ALUMINUM
CAP- FLUSH-STAMPED "BA26", SET
S.E. OF 91ST ST, AND 193RD E. AVE..



PROPERTY DESCRIPTION

COMMENCING AT A FOUND MAG NAIL FOR THE SOUTHEAST CORNER OF SAID SW/4;
THENCE N1°18'34"W, ALONG THE EAST LINE OF SAID SW/4, A DISTANCE OF 60.00
FEET TO THE POINT OF BEGINNING, PASSING A SET IRON PIN AT 50 FEET;
THENCE S88°45'07"W A DISTANCE OF 662.53 FEET;
THENCE ALONG THE EXTERIOR BOUNDARY OF NINETY-ONE, PHASE 3 ACCORDING TO
THE RECORDED PLAT THEREOF THE FOLLOWING TWO (2) COURSES:
1. N1°18'19"W A DISTANCE OF 1,261.84 FEET TO A SET IRON PIN FOR THE
NORTHWEST CORNER OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4)
OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION THIRTEEN (13);
2. S88°45'45"W A DISTANCE OF 18.94 FEET TO THE SOUTHEAST CORNER OF
NINETY-ONE, PHASE 2 ACCORDING TO THE RECORDED PLAT THEREOF;
THENCE ALONG THE EXTERIOR BOUNDARY OF NINETY-ONE, PHASE 2 ACCORDING TO
THE RECORDED PLAT THEREOF THE FOLLOWING THREE (3) COURSES:
1. N1°14'15"W A DISTANCE OF 327.14 FEET;
2. S88°46'13"W A DISTANCE OF 8.06 FEET;
3. N1°17'35"W A DISTANCE OF 17.50 FEET TO A SET IRON PIN;
THENCE N88°46'13"E A DISTANCE OF 689.03 FEET TO A SET IRON PIN;
THENCE S1°18'34"E A DISTANCE OF 1,606.26 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS 1,070,777 SQUARE FEET OR 24.58 ACRES, MORE OR LESS.
BASIS OF BEARING: N 01° 18' 34" W FOR THE EAST LINE OF SAID SW/4.
THE DESCRIPTION WAS PREPARED ON 06/20/2018 BY JEREMY A. LAWSON PS#1916
(OK).

SAID TRACT OF LAND IS SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.



LINEWORK LEGEND

RIGHT OF WAY LINE (R/W)	UTILITY EASEMENT
EASEMENT	SET IRON PIN*
SECTION LINE	LIGHT POLE
PERIMETER PROPERTY LINE	TEMPORARY ACCESS EASEMENT
LOT LINE	BUILDING LINE SETBACK
BUILDING SET BACK	LIMITS OF ACCESS
SIDEWALK TO BE CONSTRUCTED BY EACH INDIVIDUAL LOT OWNER	LIMITS OF NO ACCESS
SIDEWALK CONSTRUCTED AS A PART OF THIS CONTRACT	RIGHT OF WAY
	BUILDING PAD ELEVATION
	DRAINAGE EASEMENT
	STREET ADDRESS

LEGEND

UTILITY EASEMENT
SET IRON PIN*
LIGHT POLE
TEMPORARY ACCESS EASEMENT
BUILDING LINE SETBACK
LIMITS OF ACCESS
LIMITS OF NO ACCESS
RIGHT OF WAY
BUILDING PAD ELEVATION
DRAINAGE EASEMENT
STREET ADDRESS
3/8" IRON PIN W/YELLOW CAP STAMPED "CTA CA 973" TO BE SET AT PROPERTY CORNERS*

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

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

DETENTION DETERMINATION
NUMBER: DD-42116-06

CASE NO. PT15-117B
SHEET 1 OF 2

NINETY ONE - PHASE 4

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

NINETY ONE – PHASE 4

DEED OF DEDICATION

PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS–OF–WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS “U/E” OR “UTILITY EASEMENT”, FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE–LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED AND MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

SECTION I. STREETS AND UTILITIES

WATER, SANITARY SEWER, AND STORM SEWER SERVICE

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

PAVING AND LANDSCAPING WITHIN EASEMENTS

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

CERTIFICATE OF OCCUPANCY RESTRICTIONS

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

UNDERGROUND SERVICE

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

GAS SERVICE

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

SIDEWALKS

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

SECTION II. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOME OWNERS ASSOCIATION (HOA) AS PART OF PREVIOUSLY RECORDED PLAT FOR NINETY–ONE – PHASE 1 FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, AND SCREENING FENCES AND LANDSCAPE AREAS ALONG ARTERIALS AND THE NORTH BOUNDARY, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE LOTS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS ADJOINING THE SUBDIVISION AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER TO THE GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOME OWNERS ASSOCIATION, SUCH AS THIS NINETY–ONE – PHASE 4, AS WELL AS FUTURE PHASES OF NINETY–ONE AND WHICH WILL BE UNDER THE JURISDICTION OF THE HOME OWNERS ASSOCIATION AND WHICH IS HEREBY ANNEXED AND ADDED THERETO.

B. MEMBERSHIP

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

C. COVENANT FOR ASSESSMENTS

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

D. MAINTENANCE OF COMMON AREAS

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 8' FENCE AND THE 3' FENCE EASEMENT ALONG THE NORTH BOUNDARY OF NINETY ONE – PHASE 1, AND NINETY ONE – PHASE 2.

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

A. ENFORCEMENT

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

B. DURATION

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

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME, WHETHER PRIOR TO OR AFTER JANUARY 1, 2040, BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. OWNER MAY SUPPLEMENT OR AMEND THE COVENANTS STATED HEREIN, BUT ANY SUCH AMENDMENT MAY NOT CONFLICT WITH THE COVENANTS SET FORTH ON THIS PAGE WITHOUT THE APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK.

D. SEVERABILITY

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

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THE PRESENTS:

RC LYNN LANE, LLC, HEREINAFTER CALLED "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN TULSA COUNTY, OKLAHOMA, TO–WIT:

LEGAL DESCRIPTION

A TRACT OF LAND SITUATE WITHIN A PORTION OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN NORTH (T18N), RANGE FIFTEEN EAST (R15E) OF THE INDIAN MERIDIAN (1.M.) IN TULSA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MAG NAIL FOR THE SOUTHEAST CORNER OF SAID SW/4;

THENCE N1°18'34"W, ALONG THE EAST LINE OF SAID SW/4, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, PASSING A SET IRON PIN AT 50 FEET; THENCE S88°45'07"W A DISTANCE OF 662.53 FEET; THENCE ALONG THE EXTERIOR BOUNDARY OF NINETY–ONE, PHASE 3 ACCORDING TO THE RECORDED PLAT THEREOF THE FOLLOWING TWO (2) COURSES:

- N1°18'19"W A DISTANCE OF 1,261.84 FEET TO A SET IRON PIN FOR THE NORTHWEST CORNER OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION THIRTEEN (13);
 - S88°45'45"W A DISTANCE OF 18.94 FEET TO THE SOUTHEAST CORNER OF NINETY–ONE, PHASE 2 ACCORDING TO THE RECORDED PLAT THEREOF;
- THENCE ALONG THE EXTERIOR BOUNDARY OF NINETY–ONE, PHASE 2 ACCORDING TO THE RECORDED PLAT THEREOF THE FOLLOWING THREE (3) COURSES:

- N1°14'15"W A DISTANCE OF 327.14 FEET;
 - S88°46'13"W A DISTANCE OF 8.06 FEET;
 - N1°17'35"W A DISTANCE OF 17.50 FEET TO A SET IRON PIN;
- THENCE N88°46'13"E A DISTANCE OF 689.03 FEET TO A SET IRON PIN;
- THENCE S1°18'34"E A DISTANCE OF 1,606.26 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,070,777 SQUARE FEET OR 24.58 ACRES, MORE OR LESS.

BASIS OF BEARING: N 01° 18' 34" W FOR THE EAST LINE OF SAID SW/4.

SAID TRACT OF LAND IS SUBJECT TO ANY EASEMENTS AND/OR RIGHTS–OF–WAYS OF RECORD.

AND THE OWNER HAS CAUSED THE ABOVE–DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO 76 LOTS IN FIVE (9) BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "NINETY ONE – PHASE 4", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAVE CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS _____ DAY OF _____, 2020,

RC LYNN LANE, LLC

BY _____
DAVID C. FRYE, MANAGER

SURVEYOR'S CERTIFICATE

I, JEREMY LAWSON, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "NINETY ONE – PHASE 4", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

JEREMY LAWSON PLS 1916 DATE: _____



RESTRICTED ACCESS
THE BUILDING LINE SETBACK MAY BE REDUCED TO 20' ALONG STREET FRONTAGES WITH RESTRICTED ACCESS PROVIDED NO VEHICULAR ACCESS OCCURS ALONG STREET FRONTAGE. ACCESS MAY OCCUR WHERE THERE IS RESTRICTED ACCESS, BUT THE BUILDING LINE SETBACK IS INCREASED TO 25 FEET.

NOTARY PUBLIC

STATE OF ARKANSAS)
) SS:
WASHINGTON COUNTY)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS _____ DAY OF _____, 2020, PERSONALLY APPEARED _____ OWNER/DEVELOPER OF NINETY ONE – PHASE 4, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGING MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

NOTARY PUBLIC

NOTARY PUBLIC

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2020, PERSONALLY APPEARED DENVER WINCHESTER, SURVEYOR OF NINETY ONE – PHASE 4, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

NOTARY PUBLIC

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

DETENTION DETERMINATION
NUMBER: DD–42116–06

CASE NO. PT15–117B

SHEET 2 OF 2