

CONDITIONAL FINAL SUBDIVISION PLAT FERGUSON ADDITION

A PARTIAL RE-PLAT OF VIEW POINT ADDITION
PART OF THE SW/4 OF THE NW/4 OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 14 EAST AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
PUD 236

OWNER:
**FERGUSON BROKEN ARROW
REAL ESTATE-IMPORTS, LLC**
JERRY FERGUSON, MANAGER
2720 N. HEMLOCK COURT, SUITE B
BROKEN ARROW, OK 74012-1194
PHONE (877) 487-2984
E-MAIL: JERRY@FERGUSONDEAL.COM

ENGINEER:
IMPACT ENGINEERING AND PLANNING, PLC
KEVIN VANOVER, P.E. NO. 20876
OK C.A. No. 5798, EXPIRES 06/30/2017
109 N. BIRCH STREET, SUITE 200
OWASSO, OK 74055
PHONE (918) 376-4294
E-MAIL: KVANOVER@IMPACT-ENG.NET

SURVEYOR:
ATLAS LAND OFFICE, LLC
ALBERT (AJ) JONES III, P.L.S. NO. 1580
OK C.A. No. 6752, EXPIRES 6/30/2016
202 SOUTH MAIN STREET
WAGONER, OK 74467
PHONE (918) 485-9987
E-MAIL: AJ@ATLASLANDOFFICE.COM

PLAT LEGEND

- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- PROPOSED BUILDING SETBACK LINE
- 1** PROPOSED BLOCK NUMBER
- 23** PROPOSED LOT NUMBER
10,365 S.F. (PROPOSED LOT AREA)
- U/E UTILITY EASEMENT
- S/B BUILDING SETBACK
- LNA LIMITS OF NO ACCESS

CURVE INFORMATION					
CURVE #	LENGTH	DELTA	RADIUS	CHORD	BEARING
C1	80.79'	8°30'21"	544.81'	80.71'	N 87°08'38" W

ZONING REQUIREMENTS
CURRENT ZONING: PUD 236, (CH)

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-90915-22.

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

THE PROPOSED SUBDIVISION DOES NOT LIE IN ANY REGULATORY FLOOD PLAIN AS SHOWN ON FEMA FIRM PANEL 40143C0385L, REVISED OCTOBER 16, 2012.

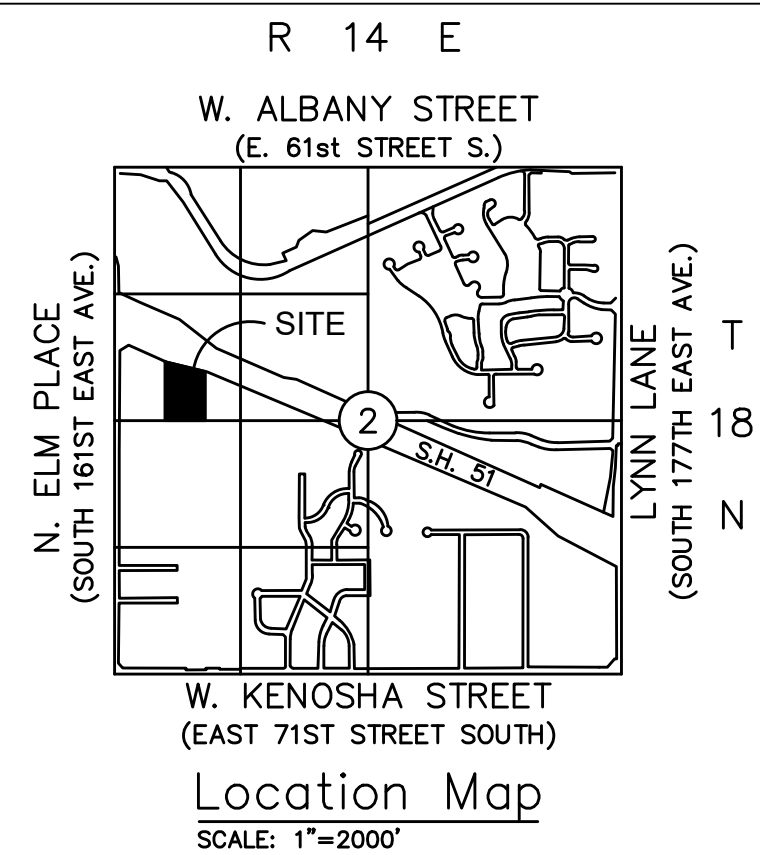
KNOW ALL MEN BY THESE PRESENTS

FERGUSON BROKEN ARROW REAL ESTATE-IMPORTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

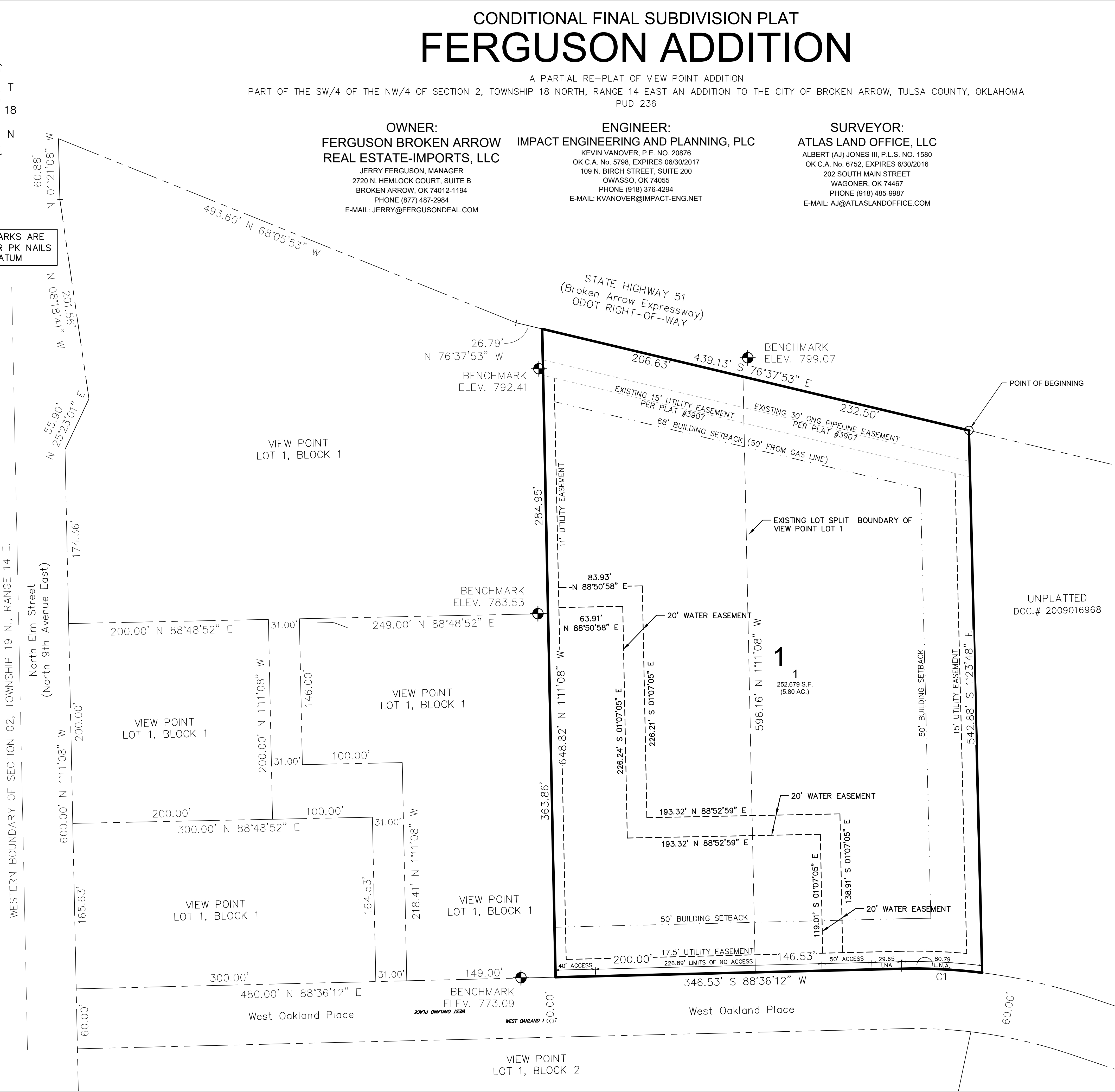
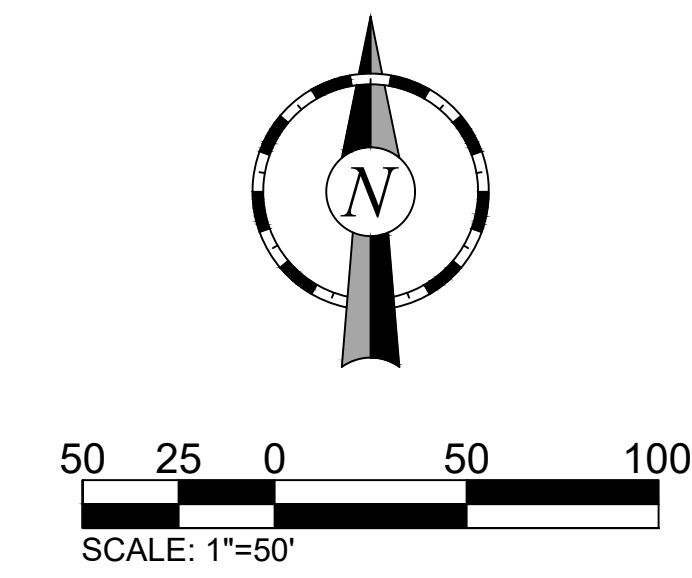
A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NE/4) OF SECTION TWO (2) OF TOWNSHIP EIGHTEEN (18) NORTH AND RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF TULSA COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF THE VIEW POINT ADDITION, AN ADDITION TO THE CITY OF BROKEN ARROW; THENCE S 1°23'48" E A DISTANCE OF 542.88 FEET ALONG THE EAST LINE OF SAID VIEW POINT ADDITION; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 544.81 FEET, A CENTRAL ANGLE OF 08°30'21", A CHORD BEARING OF N 87°08'38" W, A CHORD LENGTH OF 80.71 FEET, FOR A DISTANCE OF 80.79 FEET; THENCE S 88°36'12" E A DISTANCE OF 346.53 FEET; THENCE N 1°11'08" W A DISTANCE OF 648.82 FEET; THENCE S 76°37'53" E A DISTANCE OF 439.13 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 252,678.60 S.F. (5.80 ACRES) MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO A LOT AND BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS "FERGUSON ADDITION", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "FERGUSON ADDITION"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".



BENCHMARK: ALL INDICATED BENCHMARKS ARE MARKED WITH CHISELED 'SQUARES' OR PK NAILS AND ARE BASED ON THE NAVD 88 DATUM



PLAT DATA

SUBDIVISION CONTAINS 1 LOT ON 1 BLOCK

TOTAL AREA 5.80 ACRES

THE BEARING BASE FOR THIS PLAT IS THE STATE PLANE GRID BEARINGS

CURVE INFORMATION

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PUD 236

Article I. Dedications of Public Use, Easements, Streets and Utilities

1.1 FERGUSON BROKEN ARROW REAL ESTATE-IMPORTS, LLC, (hereinafter sometimes referred to as 'Declarant' or 'Developer') does hereby dedicate for public use all the streets as shown on the attached plat and does hereby guarantee clear title to all the land that is so dedicated, and no vehicular ingress shall be permitted over, through or across any property or area designated on the attached plat as an L.N.A. (Limits of No Access), which may be modified, amended or revised with the approval, of the Broken Arrow Planning Commission.

1.2 Public Streets and General Utility Easements
The Developer does hereby dedicate for public use the streets as depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as 'U/E' or 'Utility Easement'. For the 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. The Developer 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 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. The 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 streets and utility easements depicted on the accompanying plat, no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of a street or easement shall be placed, erected, installed or maintained.

1.3 Underground Service

- Street light poles or standards may be served by overhead line or underground cable, and elsewhere throughout the subdivision all supply lines including electric, telephone, cable television and gas lines shall, be located underground in the easementways dedicated for general utility services and in the rights-of-way of the public streets, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easementways.
- Underground service cables and gas service line to all structures which may be located within the subdivision may be run from the nearest service pedestal, gas main 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 line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line, extending from the service pedestal, gas main or transformer to the service entrance on the structure.
- The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all easementways shown on the plat or otherwise provided for in the deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.
- The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. 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 1.3 shall be enforceable by the City of Broken Arrow and supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

1.4 Water and Sewer Service

- The owner of the lot shall be responsible for the protection of the public water and sewer mains located on the owner's lot.
- Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in excess of 3 inches from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Within the utility easement areas, 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 at the owner's expense.
- 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 easementways depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
- The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.5 Gas Service

- The supplier of gas service through its agents and employees shall at all times have right of access to all easementways shown on said plat, or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground 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 on his lot, and shall prevent the alteration of grade or any construction activity, which would interfere with the gas facilities. The supplier of gas service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or his agents or contractors.
- The foregoing covenants set forth in this paragraph 1.5 shall be enforceable by the supplier of the gas service, the City of Broken Arrow, Oklahoma and the owner of the lot agrees to be bound hereby.

1.6 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 fence 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 1.6 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

1.7 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 maintenance of water, sewer, storm sewer, gas, communication, cable television or electric facilities within the utility easement areas depicted upon the accompanying plat. Provided however, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.8 Limits of No Access
The Developer hereby relinquishes right of vehicular ingress or egress from any portion of the property adjacent to W. Oakland Place or other areas within the bounds designated as 'Limits of No Access' (L.N.A.) as shown on the attached plat, which 'limits of no access' may be modified, amended, or released by Broken Arrow Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.
The foregoing covenant concerning limits of no access shall be enforceable by the City of Broken Arrow, and the owner of each lot agrees to be bound hereby.

Article II. Planned Unit Development Restrictions

Whereas, Ferguson Addition was submitted as a planned unit development (designated as PUD No. 236) as provided in the revised ordinances of the City of Broken Arrow, Oklahoma (Broken Arrow zoning code) and PUD No. 236 was approved by the City Council of the City of Broken Arrow, Oklahoma on June 1, 2015 and;

Whereas, the planned unit development provisions of the City of Broken Arrow zoning code require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development and;

Whereas, the Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

Therefore, the Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

2.1 Use of Land

- The development of Ferguson Addition shall be subject to the planned unit development provisions of the City of Broken Arrow Zoning Code or as subsequently amended.
- All lots shall be known and described as commercial lots and shall be limited to use as described in PUD 236 and customary accessory uses authorized by the Broken Arrow Zoning Ordinance.

2.2 Fronting and Access Limitations: any structure erected on any of the lots herein shall front or present a good frontage on the streets, and for this purpose as applied to inside lots, it shall mean that the dwelling shall front on the street adjoining, and on any corner lot the dwelling shall front towards the greatest building setback line and shall present a good frontage on both streets adjoining.

2.3 Development Regulations: Lots in Land Use Area C shall be developed in accordance with the development regulations of article VI, Section 7 (CH) (Commercial Heavy District) of Broken Arrow Zoning Ordinance except as follows:

Yard Requirements	
Side Yard, North (West):	0 feet
Side Yards, East (East):	50 feet
Rear Yard (S.H. 51):	50 feet
Front Yard (Oakland Pl.):	50 feet

2.4 Sidewalks: Sidewalks shall be provided along all public and private streets.

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

2.6 Landscaping: Shall be installed per PUD 236 for Development Area C.

2.7 Landscape Setback:

Setback Requirements	
Eastern Boundary:	0 feet
Western Boundary:	0 feet
State Highway 50:	10 feet
W. Oakland Place:	10 feet

2.8 Access and Circulation: A minimum number of intersections with existing city streets are proposed. This will help reduce traffic conflicts and enhance the concept of development. The development will be limited to two access points along W. Oakland Place. Interior circulation with the other development areas will be allowed without restriction.

2.9 Signage: All signage will be in compliance with PUD 236 for Development Area C.

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, FERGUSON BROKEN ARROW REAL ESTATE-IMPORTS, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY HEREBY APPROVES AND EXECUTES THE FOREGOING DEED OF DEDICATION THIS

_____ DAY OF _____ 2015.

FERGUSON BROKEN ARROW REAL ESTATE-IMPORTS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

JERRY FERGUSON, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____ 2015, PERSONALLY APPEARED JERRY FERGUSON, MANAGER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

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

MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, ALBERT (AJ) JONES III, A LICENSED LAND SURVEYOR 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 SAID PLAT DESIGNATED HEREIN AS "FERGUSON ADDITION" AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY WHICH MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2015.

ALBERT (AJ) JONES III
OKLAHOMA LICENSED LAND SURVEYOR #1580
ATLAS LAND OFFICE, LLC,
C.A. #6752, EX 6-30-16

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____ 2015, PERSONALLY APPEARED ALBERT (AJ) JONES III, LICENSED LAND SURVEYOR, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

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

MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF TULSA COUNTY TREASURER

I, DENNIS SEMLER, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2015 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS FERGUSON ADDITION.

DENNIS SEMLER, TULSA COUNTY TREASURER

CERTIFICATE OF TULSA COUNTY CLERK

I, PAT KEY, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED FERGUSON ADDITION HAS BEEN FILED INTO TULSA COUNTY RECORDS.

PAT KEY, TULSA COUNTY CLERK