



# City of Broken Arrow

## Meeting Agenda

### Planning Commission

*Robert Goranson Chairman*  
*Jason Coan Vice Chairman*  
*Jaylee Klempa Commissioner*  
*Jonathan Townsend Commissioner*  
*Mindy Payne Commissioner*

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**Thursday, May 8, 2025**

**5:30 PM**

**City of Broken Arrow  
Council Chambers  
220 South 1st Street  
Broken Arrow, OK  
74012**

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**1. Call To Order**

**2. Roll Call**

**3. Old Business**

**4. Consideration of Consent Agenda**

- A. [25-637](#) Approval of Planning Commission meeting minutes of April 24, 2025
- B. [25-613](#) Approval of PR-000766-2024 | PT-002131-2025, Conditional Final Plat, 81st Street Industrial Park, approximately 12.83 acres, 1 proposed lot, IH (Industrial Heavy) and FD (Flood District), located south of Houston Street (81st Street) and approximately one-sixteenth mile west of 23rd Street (193rd Avenue/County Line Road)
- C. [25-635](#) Approval of PR-00628-2024 | PT-002142-2025, Conditional Final Plat, Elysian Fields II, 12.76 acres, 59 lots, A-1 (Agricultural) to RS-3 (Single Family Residential) and RS-4 (Single Family Residential)/PUD-306 via BAZ-2046, one-quarter mile south and east of the southeast corner of Tucson Street (121st Street) and Garnett Road
- D. [25-647](#) Approval of LOT-002116-2025, Woodstone Home Cedar, 3 lots to 1 lot, 0.48 acres, DROD Area 1, located approximately one-eighth mile south of Kenosha Street (71st Street) and one-eighth mile east of Elm Place (161st Street)

- E.     [25-650](#)           Approval of LOT-002129-2025, Aspen Ridge Business Park North, 4 lots to 3 lots, 4.54 acres, CN (Commercial Neighborhood), located approximately one-quarter mile south of Florence Street (111th Street), east of Aspen Avenue (145th East Avenue)

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

### **6. Public Hearings**

- A.     [25-646](#)           Public hearing, consideration, and possible action regarding SP-002108-2025, Ian's Auto Service, CH (Commercial Heavy), one-quarter mile north of Houston Street (81st Street), east of Lynn Lane Road (9th Street)
- B.     [25-651](#)           Public hearing, consideration, and possible action regarding SP-002098-2025 (Specific Use Permit), South Park Square, 2.16 acres, CG (Commercial General), north of West Jasper Street (131st Street), and one-quarter mile west of Elm Place (161st E Avenue)

### **7. Appeals**

### **8. General Commission Business**

- A.     [25-656](#)           Consideration, discussion, and possible approval of building elevations for SITE-002126-2025, McDonald's at Peak, 1.31 acres, A-1 (Agricultural) to CH (Commercial Heavy) via BAZ-001744-2024, located one-half mile north of Tucson Street (121st Street), west of Aspen Avenue (145th E. Avenue), north of the Creek Turnpike
- B.     [25-644](#)           Election of a Chairperson for the Planning Commission for 2025-2026
- C.     [25-645](#)           Election of a Vice-Chairperson for the Planning Commission for 2025-2026

### **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 COMMUNITY DEVELOPMENT 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.**

A paper copy of this agenda is available upon request.

POSTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

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City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 25-637, **Version:** 1

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**Broken Arrow Planning Commission  
05-08-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

**Background:** Approval of Planning Commission meeting minutes of April 24, 2025  
Minutes recorded for the Broken Arrow Planning Commission meeting.

**Attachments:** 04 24 2025 Planning Commission Minutes

**Recommendation:** Approve minutes of Planning Commission meeting held April 24, 2025.

**Reviewed By:** Amanda Yamaguchi

**Approved By:** Rocky Henkel





# City of Broken Arrow

## Minutes

### Planning Commission

**Robert Goranson Chairman**  
**Jason Coan Vice Chairman**  
**Jaylee Klempa Commissioner**  
**Jonathan Townsend Commissioner**  
**Mindy Payne Commissioner**

City of Broken Arrow  
220 South 1<sup>st</sup> Street  
Broken Arrow, OK  
74012

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**Thursday, April 24, 2025**

**5:30 p.m.**

**Council Chambers**

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**Public Hearing items were not heard in the order presented in the agenda.**

**1. Call to Order**

Chairman Robert Goranson called the meeting to order.

**2. Roll Call**

**Present: 5 -** Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

**3. Old Business - NONE**

**4. Consideration of Consent Agenda**

**A. 25-556 Approval of Planning Commission meeting minutes of April 10, 2025 Meeting Minutes**

MOTION: A motion was made by Robert Goranson, seconded by Jaylee Klempa  
**Move to Approve Consent Agenda**

The motion carried by the following vote:

**Aye: 5 -** Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

**5. Consideration of Items Removed from Consent Agenda - NONE**

**6. Public Hearings**

**A. 25-569 Public Hearing, consideration, and possible action regarding the proposed creation of Increment District No. 6, City of Broken Arrow, and The Hackberry Market Economic Development Project Plan**

Nate Ellis from Public Finance Law Group explained that they are working with the city to create a sales tax-only TIF for a significant retail development proposed by Sooner Investments at the northeast corner of Aspen and Tucson, south of the Turnpike behind the Warren Theater. The TIF would capture 2% of the 3.55% total sales tax, about 56.34% of the generated sales tax revenue, to fund a \$22 million development assistance request for water, sewer, drainage, and site structuring on the challenging terrain. The planned development includes approximately 211,000 square feet of retail with primary and junior anchors new to Broken Arrow. The increment district area is where sales tax would be captured, while the broader project area allows flexibility for drainage improvements that might occur off-site.

Mr. Ellis explained that the red boundary for the TIF project area was based on the surrounding quarter section for simplicity. The TIF, funded by capturing new sales tax revenue only, poses no financial risk to the city because the developer is responsible for bond repayment. The TIF includes a review every five years to ensure compliance. Construction is expected to move quickly, with the goal of stores opening by the 2026 holiday season. Although the TIF doesn't capture property taxes, the development will still generate about \$27 million in new ad valorem revenue over time, with Broken Arrow Public Schools receiving around \$14–15 million. Captured sales tax revenue will fund infrastructure improvements like water, sewer, drainage, and traffic work. Without the TIF, the development would not proceed. The TIF has a maximum term of 25 years but is projected to be paid off in about 18–20 years, depending on how quickly stores open and sales perform.

MOTION: A motion was made by Robert Goranson, seconded by Jaylee Klempa  
**Move to Approve Item 25-569 action regarding the proposed creation of Increment District No. 6, City of Broken Arrow, and The Hackberry Market Economic Development**

**Project Plan**

The motion carried by the following vote:

**Aye: 5 -** Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

**B. 25-580 Public Hearing, consideration, and possible action regarding a resolution recommending that the City Council of Broken Arrow, Oklahoma, through its City Council, create a Tax Increment District and approve the Hackberry Market Economic Development Project Plan**

Nate Ellis explained the resolution before the Planning Commission and recommended that the City Council move forward with adopting the project plan. The Planning Commission's role is to review whether the plan aligns with long-term land use goals. Since the area has been anticipated for commercial development, the resolution supports proceeding. Mr. Ellis encouraged a motion to approve the resolution as presented.

MOTION: A motion was made by Mindy Payne, seconded by Jason Coan

**Move to Approve Item 25-580 action regarding a resolution recommending that the City Council of Broken Arrow, Oklahoma, through its City Council, create a Tax Increment District and approve the Hackberry Market Economic Development Project Plan**

The motion carried by the following vote:

**Aye: 5 -** Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

**C. 25-570 Public hearing, consideration, and possible action regarding COMP-002093-2025(Comprehensive Plan Change), Aequitas Tucson Development, 11.72 acres, Levels 2 & 3 to Levels 3 6, & Greenway/Floodplain, located approximately one-eighth mile south of Tucson Street (121st Street) and one-half mile west of Elm Place (161st East Avenue)**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-570, a public hearing for a comprehensive plan change (2093/2025) involving the Aqueducts Tucson Development on 11.72 acres located about one-eighth mile south of Tucson Street and one-half mile west of Elm Place. Staff and the applicant are requesting to continue the item to May 22 to resolve issues with the draft PUD.

MOTION: A motion was made by Robert Goranson, seconded by Jaylee Klempa

**Move to Approve Item 25-570 COMP-002093-2025(Comprehensive Plan Change), Aequitas Tucson Development, 11.72 acres, Levels 2 & 3 to Levels 3 6, & Greenway/Floodplain, located approximately one-eighth mile south of Tucson Street (121st Street) and one-half mile west of Elm Place (161st East Avenue)**

The motion carried by the following vote:

**Aye: 5 -** Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

**D. 25-564 Public hearing, consideration, and possible action regarding COMP-002056-2025 (Comprehensive Plan Change), Lynn Corner, 23.18 acres, Levels 3 & 4 to Level 3, located on the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road / 145th E Avenue)**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-564. A comprehensive plan change request 2056-2025 seeks to change the designation from levels 3 and 4 to level 3 on approximately 23.18 acres at the northeast corner of Washington Street and Lynn Lane. The applicant plans to rezone the property to RS4, a single-family residential, with a conceptual layout of about 68 lots accessed from Lynn Lane and Washington Street. The change would allow for future zoning consistent with the comprehensive plan table. The property is not in a 100-year floodplain, and water and sewer services are available. Staff recommends approval of the request, contingent on the property being platted.

Becky Pinkerton, a resident of Broken Arrow who lives at 1213 East Toledo Street bordering the property, expressed concern over the proposed development. She stated that when she and her neighbors bought their homes, they were told the land would remain a natural reserve. She emphasized that the area slopes downward, contains a pond, and supports wildlife like deer, which residents enjoy viewing from a split rail fence they installed. Pinkerton raised concerns about drainage, the number of houses, construction timing, and the broken promise of preserving the land, urging reconsideration of the rezoning.

Further discussion between Ms. Pinkerton and the commission focused on Ms. Pinkerton, stating she was told that nothing would ever be built behind her home, and she clarified it was the builders that said this. However, they did not own the property and could not guarantee its future use. Ms. Pinkerton reiterated concerns about the area's low elevation, existing pond, and abundant wildlife. Staff explained that the development plan includes two detention areas and that the current request is only for a comprehensive plan change, with a separate zoning application and public hearing to follow. There is no requirement for landscape buffering behind the existing homes. Although drainage must not worsen current conditions, residents

expressed disappointment about potential impacts like new fencing needs and loss of natural views. Staff indicated the applicant would address concerns about drainage, wildlife, fencing, and construction timelines.

Megan Pasco of Tanner Consulting, the applicant, explained that the current site plan is conceptual. Any development would require a full engineering review by licensed civil engineers and the City of Broken Arrow, ensuring drainage issues are adequately addressed. Regarding fences, Ms. Pasco stated that existing fences built on the property line could remain and that there is no requirement for new fencing along the residential perimeter, only along arterial streets. Homeowners could choose to keep their fences or coordinate changes among themselves.

Further discussion clarified that if the comprehensive plan change is approved, the applicant plans to pursue straight zoning rather than a PUD. If both the plan change and rezoning are approved, it would likely take about two years before any houses are built, as the whole process, including engineering and approvals, is lengthy.

MOTION: A motion was made by Jaylee Klempa, seconded by Jonathan Townsend  
**Move to Approve Item 25-564 COMP-002056-2025 (Comprehensive Plan Change), Lynn Corner, 23.18 acres, Levels 3 & 4 to Level 3, located on the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road / 145th E Avenue)**

The motion carried by the following vote:

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

E.        25-565        **Public hearing, consideration, and possible action regarding COMP-002091-2025 (Comprehensive Plan Change), Bel Lago, 17.2 acres, Level 2 (Urban Residential) to Level 3 (Transition Area), located approximately one-half mile north of Houston Street (81st Street), one-half mile west of Evans Road (225th E. Avenue)**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-565. A request was made to change the comprehensive plan designation from level two to level three on approximately 7.2 acres located about half a mile north of Houston Street and half a mile west of Evans Road. This case was previously denied in December 2024 due to the absence of a draft PUD or conceptual plans. The applicant now seeks the change to allow for a future residential development that would align with an existing level three area to the south, ultimately encompassing 57.05 acres. Pending approval, the applicant plans to request rezoning to RM and RD for multifamily and duplex residential uses, along with a PUD. The conceptual plan shows up to 180 single-family detached units and 24 duplex lots, with a significant floodplain along the eastern boundary that will be set aside as a reserve. Although parts of the property lie within a 100-year floodplain, they will be addressed during platting. Staff recommends approving the comprehensive plan change subject to future approval of a similar PUD and platting of the property.

Tom Vogt, the applicant, 15 East 5th Street, Suite 3800, Tulsa, Oklahoma, addressed the commission, noting that a previous issue regarding common ownership with the tract to the south had been resolved, with deeds provided to the city. At the commission's urging, a public meeting was held on February 27th at a local elementary school, attended by 50 to 70 people, where information was shared and questions were answered in a productive, non-hostile environment. The representative requested to review the final page of the packet showing the proposed site layout.

Mr. Vogt confirmed that the proposed site layout shown in the draft PUD has not changed and highlighted that a significant floodplain reserve will provide a substantial natural buffer between the new development and existing homes, along with a required six-foot privacy fence. It was noted that common ownership with the adjacent tract to the south has been resolved. A public meeting with residents was held, and concerns were addressed productively. The site plan now shows proper access with emergency-only access into Bel Lago via a gated crash gate in the northeast and primary vehicle access from Houston Street. The proposed development aims to offer a high-quality, full-brick residential product with both single-family style homes and duplexes, catering to a demographic seeking low-maintenance living without compromising construction quality. Though a formal density analysis has not yet been completed, preliminary indications suggest the project will have lower density than a typical apartment complex. Further detailed analysis, including traffic and stormwater impacts, will be handled during the rezoning and final PUD approval process.

Lynn Roach, a resident of 200 South 47th Street, thanked the commission for their work and expressed concerns on behalf of the Bel Lago community about the proposed development. While acknowledging the quality of Glenwood's product, she emphasized that the community strongly prefers owner-occupied homes rather than rental properties, fearing that rentals could lead to declining property values and broken promises after development. Ms. Roach stated that if Glenwood were proposing single-family ownership homes, she would be supportive.

Still, she opposes rental properties being built directly behind her house, particularly near the proposed emergency access gate.

Further discussion pointed out that even if individual homes were built, they could still become rentals over time, as ownership doesn't guarantee occupancy. Ms. Roach acknowledged this but emphasized that in typical single-family developments, about 80–90% are owner-occupied, and occasional rentals are expected. Her primary concern remains that the proposed development would be 100% rental, which she believes would negatively impact property values and the character of the community.

Doug Campbell, a resident from 201 S. 49th Street in Bel Lago, acknowledged that the developers held the requested meeting with residents in February and answered questions. However, he remains opposed to the project. Mr. Campbell expressed concerns about the 60-foot-wide streets without garages, predicting on-street parking congestion and the potential accumulation of junk vehicles based on his experience as a retired police officer. He also raised concerns about increased pedestrian traffic through the crash gate near a community playground, which could affect liability and safety. Additionally, he questioned the feasibility of rental rates between \$2,400 and \$2,800 per month for patio homes, arguing that purchasing a home would be more financially logical. He concluded by reiterating his opposition to the project due to anticipated congestion and community impacts.

Further discussion clarified that the park in Bel Lago is private, not a city park, so residents could restrict access with signage if needed. The resident confirmed the February meeting with the developers went smoothly, with questions answered despite the large turnout. Discussion shifted to future planning details, noting that parking, street widths, and deed restrictions would be finalized during the platting and engineering phases. Staff explained that although the streets would be private, minimum width and parking standards still apply, and city code enforcement could address issues like junk vehicles if problems arise. Connectivity through the emergency gate for pedestrians was emphasized as necessary for community integration, including activities like trick-or-treating.

Carl Knutson of 4900 East Commercial Street expressed concern about the proposed Glenwood rental development, emphasizing that property values are vital to their family's generational investment. They support traditional single-family housing but fear that the planned duplex-style rentals, with no garages and only street parking, would invite crime and lower surrounding home values. They referenced a Broken Arrow housing survey showing limited public support for duplexes in non-high-density areas. The resident also criticized Glenwood Homes' current maintenance at the Villas, citing overgrown weeds in the retention pond, poor fence upkeep along Houston and Evans, and a drainage ditch improperly filled by a homeowner without correction after a year, suggesting that Glenwood is not maintaining its properties responsibly.

It was explained during the discussion that the proposed comprehensive plan change fits into a broader land use transition strategy, where areas move from lower-density residential, like Bel Lago, toward higher-density uses near major roads and intersections. The commission emphasized that a buffer, such as the floodplain, would separate the existing homes from the new development. They also clarified that traffic concerns would exist whether homes are owner-occupied or rentals and that duplexes are already permitted under current zoning without needing a comprehensive plan change. Commissioners noted that even if a traditional single-family development were built, homes could still eventually be rented out individually, and legally, ownership status cannot be controlled through zoning. While residents prefer owner-occupied homes, the reality of development options and property rights limits how much the city can restrict rentals.

Linda Montgomery, a representative of the Villas at Bel Lago, noted that many residents attended the February meeting but expressed concern that they were not directly notified about the current meeting. She requested that in the future, either the developer or the city ensure that Villas at Bel Lago residents receive direct notification so they can stay informed and properly represent their homeowners.

The city clarified that under the comprehensive plan change process, only property owners within 300 feet are legally required to be notified. Still, if the project advances to multifamily zoning, the notice radius will expand to a quarter mile, likely capturing more Villas at Bel Lago residents. The representative from the Villas stressed that beyond legal requirements, it would be courteous for developers to notify their community directly. She voiced strong opposition to rentals, citing concerns about potential Section 8 housing, increased homelessness, declining property values, and traffic congestion. She emphasized the urgent need for a traffic light at 209th and 81st Street due to existing traffic backups and safety risks, suggesting it be installed before any construction begins. She also noted that the creek behind Bel Lago is only about 10 feet wide, not as large as the floodplain buffer might appear on plans, and asked for clarification on the development's construction timeline, which staff noted would likely extend beyond August 2025 due to the lengthy zoning and platting process.

Tom Vogt clarified that the development plans include both enclosed garages and carports, with 54 garage spaces, 90 carport spaces, and 394 total outside parking spaces, ensuring that residents would not be parking in the street. He noted that the driving lanes meet standard residential widths. Regarding traffic concerns, he cited 2022 traffic counts showing 6,400 cars east of 209th and 5,100 cars west of Evans in a 24-hour period, which is considered low for a two-lane road. Vogt emphasized that while alternative development options exist, such as condominiums or denser 40-foot lot subdivisions, they would likely result in higher density and lower quality compared to the proposed project. He highlighted that under this plan, a single owner would maintain the property investment, unlike individually owned units that can struggle with maintenance due to inconsistent HOA participation.

The commissioners discussed that while the current action concerns a comprehensive plan change, it would be best to require a PUD for the subsequent rezoning to maintain greater control over the development. Staff confirmed this is already part of the recommendation. Commissioners agreed the applicant had addressed prior concerns, particularly by providing direct access to Houston Street rather than routing traffic through Bel Lago. They noted that the proposed rental homes would be higher-end properties, aligning with recommendations from the housing study to offer downsizing options for professionals and retirees. Commissioners emphasized that with a PUD in place, streets would be built to city standards, and the development would be better regulated to maintain quality.

**MOTION:** A motion was made by Robert Goranson, seconded by Jaylee Klempa **Move to Approve Item 25-565 COMP-002091-2025 (Comprehensive Plan Change), Bel Lago, 17.2 acres, Level 2 (Urban Residential) to Level 3 (Transition Area), located approximately one-half mile north of Houston Street (81st Street), one-half mile west of Evans Road (225th E. Avenue)**

The motion carried by the following vote:

**Aye: 4 -** Mindy Payne, Jaylee Klempa, Robert Goranson, Jonathan Townsend  
**Nay: 1-** Jason Coan

**F. 25-566 Public hearing, consideration, and possible action regarding COMP-002090-2025 (Comprehensive Plan Change), The Village at Windrose, 20 acres, Level 2 to Level 3, located south of Tucson Street (121st Street) and one-eighth mile east of Olive Avenue (129th East Avenue)**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-566, Comp 2090-2025 is a request to change the comprehensive plan designation from level 2 to level 3 on about 20 acres south of Tucson Street and one-eighth mile east of Olive Avenue, currently unplatted. If approved, the applicant intends to rezone the property to RM Residential Multifamily with a PUD. The draft PUD proposes up to 190 units with three possible development options: a cottage-style rental community, townhomes, or a small-lot single-family subdivision. Access would be through a single gated entrance on Tucson Street, with a secondary emergency-only gate connecting to West Winston Street. The property is near a floodplain, and any floodplain areas will be reserved during platting. Water and sewer services are available, and staff recommends approval, contingent on a PUD similar to the draft being approved and the property being platted.

Eric Enyart of Tanner Consulting, representing the property owners, explained that the preferred development option is a gated cottage-style rental community. However, the PUD allows flexibility to choose between a cottage community, townhomes, or gated single-family homes, with only one option allowed. The 20-acre site would feature 166 rental units with sidewalks, trails, significant open space, a clubhouse, pool, pickleball courts, playground, and dog park, and 80% of units have access to garages or carports. The community targets professionals, retirees, and newcomers, particularly those associated with the nearby Arrow Forge Innovation District. It would include 25-foot landscaped buffers along the east and south sides adjoining residential areas, with the floodplain to the west providing a natural buffer. Enyart noted the PUD is in draft form and welcomed feedback, highlighting that the design standards are intended to support a high-quality, secure living environment.

Mike Willis, CFO and General Counsel for Ary Land Company spoke on behalf of Senator Markwayne Mullin, who opposes the proposed comprehensive plan change. Concerns cited include the potential for future industrial zoning, privacy issues due to the proposed 35-foot building height adjacent to residential properties, and increased traffic congestion. If the request is approved, Senator Mullin asks that it be conditioned with a maximum building height of 20 feet and the inclusion of a buffer zone to address privacy concerns.

The commission clarified that the current and proposed maximum building height is 35 feet, the same as standard single-family residential zoning. Neither the existing level two nor the proposed level three comprehensive plan designation allows for industrial zoning; industrial uses only become possible under levels six and seven. Staff explained that the confusion

stemmed from a misreading of the comprehensive plan table, which outlines that only certain residential and mixed-use districts are allowed under level three. They also noted that Tucson Street is planned to be widened, helping address future traffic concerns. The representative for Senator Mullin acknowledged the clarification but chose not to have his previously submitted email read aloud since he had already presented it in person.

Teresa Chism of Riverstone Estates at 3201 West Union Court voiced strong opposition to the proposed comprehensive plan change. She expressed concern that shifting from A1 agricultural zoning to multifamily directly behind her \$620,000 home would reduce property values and compromise her family's privacy, particularly given her backyard pool and grandchildren. She emphasized that the minimal setbacks and proposed greenery buffer would be inadequate, especially with neighboring homes also having pools and iron fences. Ms. Chism questioned the infrastructure's ability to handle increased traffic and raised concerns about prolonged road widening timelines and potential drainage issues. As a store manager with business experience, she argued that such a development would be better suited for a different location. She criticized the uncertainty of the project's form, asking when a final decision between the cottage, townhouse, or single-family options would be made and communicated to residents.

Keith Kirk, a resident whose property borders the proposed development, strongly opposed the plan, citing an overwhelming concentration of multifamily housing within a two-mile radius of his home, including numerous existing and recently approved apartment complexes. He expressed frustration that his neighborhood is transforming into what he called "the apartment district," which he argued undermines Broken Arrow's brand, initially characterized by quality-of-life features like the Rose District and New Orleans Square. Mr. Kirk raised concerns about insufficient infrastructure, especially along 121st Street with its open ditches and the lack of completed traffic or accident studies, particularly at high-incident intersections like 145th and 121st. He noted that the cumulative impact of existing and future developments—including those by Kaysen Associates and the potential for more apartments west of Aspen Creek—will increase congestion, particularly on Joshua Street, which already serves as the main thoroughfare for his neighborhood. While open to single-family homes, he urged the city to pause and conduct thorough studies on traffic, accident rates, infrastructure capacity, and the long-term effects on property values before approving more multifamily housing in the area.

During the discussion between Mr. Kirk and the commission, Mr. Kirk continued expressing frustration about the concentration of new apartment developments near his home, emphasizing that while a 6% vacancy rate citywide suggests demand, the concern is not the existence of apartments but their overwhelming clustering in one part of Broken Arrow. He questioned why every available plot near his neighborhood is being proposed for multifamily use, effectively branding the area as an "apartment district." Commissioners acknowledged the points but reminded him that property owners have legal rights to develop within zoning allowances, and infrastructure improvements—such as widening Aspen—are already in motion under the 2018 bond. While reiterating his support for spreading future developments across the city more equitably, the resident stressed that local vacancy rates, not just citywide or national averages, should guide planning decisions. The commission encouraged him to submit his email to receive further information and reassured him that concerns are being considered as part of the broader process.

Kenneth Sandoval, a resident of 3001 West Van Buren Court, expressed concern primarily about increased traffic from the proposed development but also raised the issue of school overcrowding. While they do not have children, they emphasized that Broken Arrow schools are already overpopulated, and additional housing could worsen the strain on the education system.

Mr. Sandoval and the commission discussed concerns about traffic and school overcrowding, emphasizing that while the school district is informed of upcoming developments and participates in planning discussions, awareness alone doesn't create more classroom space. They acknowledged the district's efforts, such as adding building wings instead of constructing new schools. Still, Mr. Sandoval argued that continued residential growth—mainly high-density housing—adds strain without sufficient educational infrastructure to support it. Commissioners affirmed the validity of the concern and confirmed that school officials are kept involved through technical advisory committees and planning meetings.

Landon Petram, a resident from Riverstone Estates, challenged previous statements about planned infrastructure improvements, particularly the widening of 121st Street. They pointed out that during a February 4th City Council meeting, officials acknowledged that funding for specific street projects—including the section of 121st from Olive to Aspen—had been exhausted from the 2018 bond, causing those improvements to be dropped. They emphasized that while there may be plans or intent to widen the road, no funding currently exists, and any such work would require a new bond approval. The resident urged city officials not to give the impression that the widening is imminent when financial backing is no longer in place.

Mr. Petram voiced strong opposition to the proposed comprehensive plan change, citing the February 4th City Council precedent of denying a nearby plat due to inadequate infrastructure. He emphasized that the widening of Tucson Street between Olive and Aspen is unfunded, having been excluded from the 2018 bond—and would require inclusion in a future bond, meaning any improvements are years away. He expressed frustration with inconsistent messaging from city representatives. He stressed that traffic congestion, drainage, lighting, and overcapacity in schools—particularly Aspen Creek—are already serious issues that would worsen with further development. While acknowledging that the current request is only a comprehensive plan change, not a zoning approval, he urged the commission to wait on any new development until infrastructure catches up, asking for a pause rather than relying on back-end fixes. City staff and commissioners clarified the multi-year timeline of development processes, reassured him that the school district is involved in planning, and affirmed that public input is valued and can influence decision-making at any stage.

Jennifer Towry submitted written opposition to Comp 2090-2025, stating that developing the land into multifamily residential would harm her family's privacy, safety, and health, potentially force them to relocate, and reduce neighborhood property values. She argued there is no need for additional multifamily housing in the area, citing numerous nearby apartment complexes with existing vacancies within a three-mile radius. She listed ten existing multifamily communities, including the Trails at Aspen Creek, Dream Aspen Creek, Berkshire at 111, and others, to demonstrate that the current supply is sufficient and that further development would unjustifiably burden an established residential community.

Ted Casey, HOA president of the Reserve/Villas at Spring Creek, submitted a written statement regarding Planning Commission agenda item 25-566 for the Village at Windrose. He raised concerns about the absence of a required homeowners association (HOA) for the proposed development, noting that surrounding neighborhoods, including his own—have HOAs that help maintain home values and community standards. Mr. Casey emphasized that the novel design of the Windrose project has raised concerns among nearby homeowners, particularly about increased traffic and the lack of scheduled widening for Tucson or improvements to the Tucson-Olive intersection. He requested that the city require an HOA for the Village at Windrose and that any proposed covenants closely mirror those of nearby established neighborhoods like Riverstone Estates, Presley Reserve, and his own.

Eric Enyart of Tanner Consulting, in closing remarks, confirmed that the proposed cottage development would be capped at 190 units, though realistically closer to 166, with RS-4 straight zoning allowing around 110 lots and a townhouse configuration allowing 151 units. They noted that as a rental community under single ownership, an HOA would not be required since the property manager would handle all maintenance duties. However, if the single-family option with individual lots were pursued, a formal HOA would be mandated.

During further discussion, the commission expressed strong opposition to the comprehensive plan change from level two to level three, arguing that the surrounding context—primarily single-family residential—does not justify the transition. They emphasized the need to maintain consistency with the comprehensive plan. They noted that changes are typically reserved for transitional areas or locations near major corridors, which this site is not. Despite recognizing a citywide need for more rental housing, the commission concluded that this location is not appropriate for multifamily development.

MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa  
**Move to Deny Item 25-566 COMP-002090-2025 (Comprehensive Plan Change), The Village at Windrose, 20 acres, Level 2 to Level 3, located south of Tucson Street (121st Street) and one-eighth mile east of Olive Avenue (129th East Avenue)**

The motion carried by the following vote:

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

G. 25-567 **Public hearing, consideration, and possible action regarding a new Broken Arrow Zoning Ordinance**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-567, the final review and recommendation for approval of the updated Broken Arrow Zoning Ordinance, noting that the process began in November 2020 and included numerous public hearings, stakeholder meetings, and council input. The ordinance was delayed to ensure alignment with the Housing and Demographic Study, which has since been reviewed and adopted by the City Council. The ordinance itself remains largely consistent with earlier versions, with minor edits for clarity and functionality. Key updates include the consolidation of six single-family residential zoning districts into three and the merging of two mixed-use districts (CM and NM) into a single district to improve usability. Office, commercial, and industrial zoning categories remain unchanged. The revised RS district will now serve as the standard for typical residential subdivisions in Broken Arrow, replacing previous E, RS1, and R1 districts, with 60-foot lot

frontages and minimum lot areas of 6,500 square feet. The zoning ordinance acts as the city's instruction manual for land development, translating the comprehensive plan's vision into enforceable standards.

In the final discussion and vote on the proposed Broken Arrow zoning ordinance update, commissioners focused heavily on the standard side yard setback for residential lots. The draft ordinance sets side setbacks at 5 feet on each side (5 and 5). Still, several commissioners advocated for a return to the former 5-foot and 10-foot (5 and 10) configuration—citing concerns over home maintenance accessibility, aesthetics, utility access, HVAC safety, and neighborhood character. Planning staff explained that 5 and 5 reflect what 98% of recent PUDs have requested, align with national development trends, and support affordability by minimizing land costs per unit. However, they acknowledged that this configuration has trade-offs and that PUDs—while sometimes necessary—complicate enforcement, recordkeeping, and adaptability over time.

Staff advised that going to 5 and 10 would likely increase the number of PUD requests solely to regain lot yield, which the zoning update aims to reduce. A compromise was proposed: leave smaller-lot districts (RSC and RSP) at 5 and 5 but recommend 5 and 10 setbacks in the larger-lot RS district. This balances development flexibility and long-term neighborhood quality while limiting unnecessary PUDs. Commissioners agreed and passed a motion recommending approval of the new zoning ordinance with a specific request that the City Council consider adopting a 5 and 10 setback requirement for the RS district.

MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa  
**Move to Approve Item 25-567 action regarding a new Broken Arrow Zoning Ordinance.**  
The motion carried by the following vote:

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

H. 25-568 **Public hearing, consideration, and possible action regarding text updates to the Broken Arrow Comprehensive Plan**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-568. This item updated the language in the comprehensive plan to match the recently revised zoning ordinance. The changes were limited to four pages. They primarily involved renaming residential districts to reflect the new designations—RS, RSC, and RSP—and replacing references to older zoning terms like RS2 with their updated equivalents, such as RSC. The most substantial adjustment was to the land use intensity table, which now consolidates zoning categories into single lines for clarity. Staff also recommended limiting the RSP designation, which allows for the most petite lot sizes, to only level three areas in the comprehensive plan, aligning it with multifamily and transitional zoning. The commission agreed and moved to approve the update with that condition.

MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa  
**Move to Approve Item 25-568 text updates to the Broken Arrow Comprehensive Plan subject to RS-P only allowing level 3**

The motion carried by the following vote:

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

7. Appeals - NONE

8. General Commission Business - NONE

9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action) - NONE

10. Adjournment

The meeting adjourned at 8:34 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa  
**Move to Adjourn**

**The motion carried by the following vote:**

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson





# City of Broken Arrow

## Request for Action

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**File #: 25-613, Version: 1**

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**Broken Arrow Planning Commission  
05-08-2025**

**To:** Chair and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of PR-000766-2024 | PT-002131-2025, Conditional Final Plat, 81<sup>st</sup> Street Industrial Park, approximately 12.83 acres, 1 proposed lot, IH (Industrial Heavy) and FD (Flood District), located south of Houston Street (81st Street) and approximately one-sixteenth mile west of 23rd Street (193rd Avenue/County Line Road)

**Background:**

**Applicant:** Wallace Design Collective, PC  
**Owner:** 81st Street Properties, LLC  
**Developer:** 81st Street Properties, LLC  
**Engineer:** Tulsa Land Surveying, LLC  
**Location:** South of Houston Street (81st Street) and approximately one-sixteenth mile west of 23rd Street (193rd Avenue/County Line Road)  
**Size of Tract:** Approximately 12.83 acres  
**Number of Lots:** 1  
**Zoning:** IH (Industrial Heavy) and FD (Flood District) via BAZ-001756-2024  
**Comp Plan:** Level 7 (Major Industrial)

PR-000766-2024 | PT-002131-2025 is the conditional final plat for 81<sup>st</sup> Street Industrial Park, which proposes to have 1 lot on 12.83 acres. The property is located south of Houston Street (81st Street) and approximately one-sixteenth mile west of 23rd Street (193rd Avenue/County Line Road). BAZ-001965-2024 was approved on this property by the City Council on November 19, 2024. The rezoning request to change the zoning from IL (Industrial Light) & CG (Commercial General) to IH (Industrial Heavy) & FD (Floodplain District) was approved subject to the property being platted.

According to FEMA maps, a portion of the property is located in a 100-year floodplain area. This area is proposed to be contained within reserve areas and designated as FD (Flood District). Water and sanitary sewer service are available from the City of Broken Arrow. This item was reviewed by the Technical Advisory Committee on April 29, 2025, where none of the utility companies had concerns.

**Attachments:**

Conditional Final Plat for 81st Street Industrial Park

**Recommendation:**

Staff recommends PR-000766-2024 | PT-002131-2025 the conditional final plat for 81<sup>st</sup> Street Industrial Park, be approved, subject to the attached checklist.

**Reviewed by:** Amanda Yamaguchi

**Approved by:** Rocky Henkel

ALY

PLACE HOLDER CO  
RECORDING STAMP

CONDITIONAL FINAL PLAT

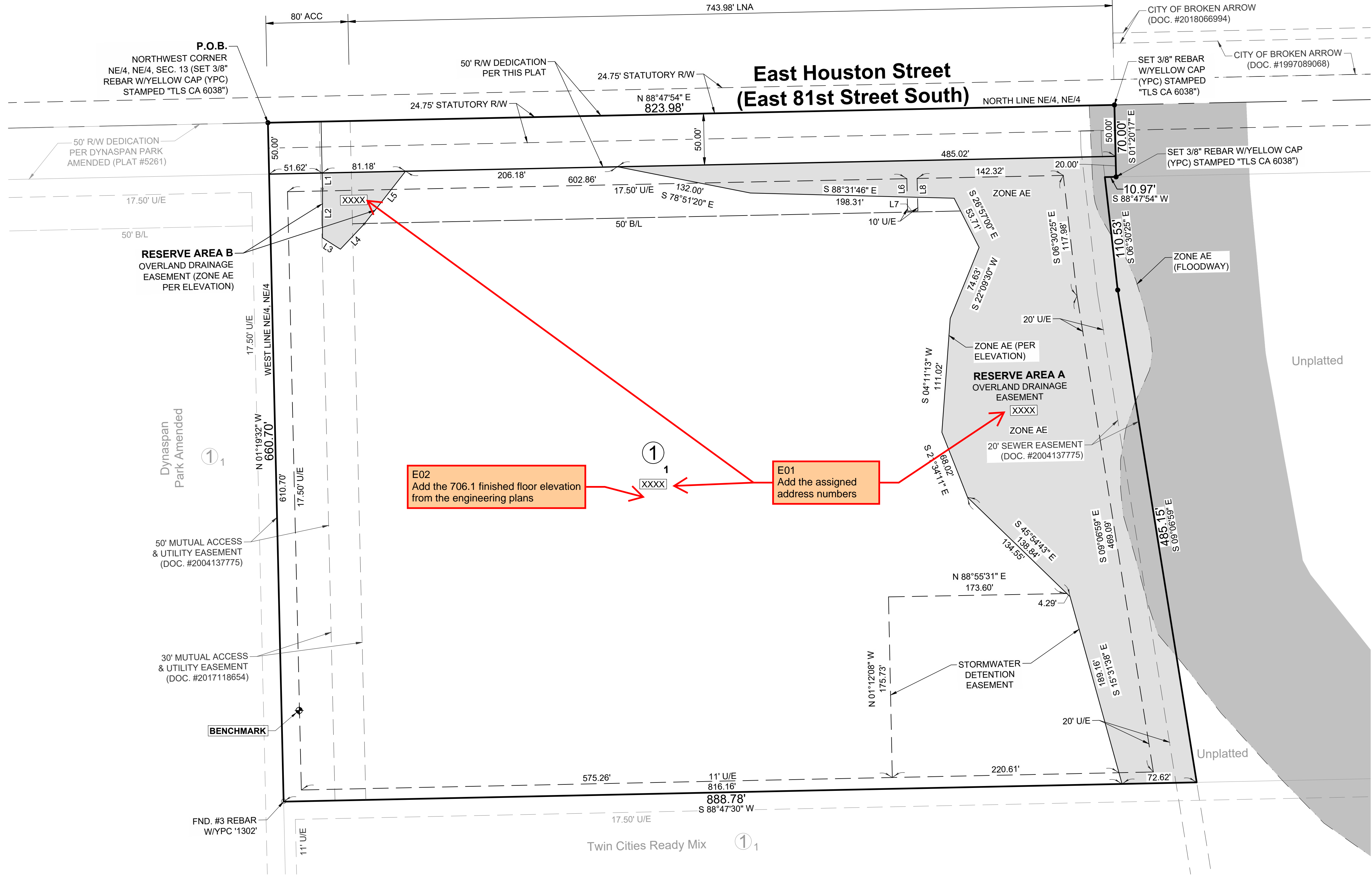
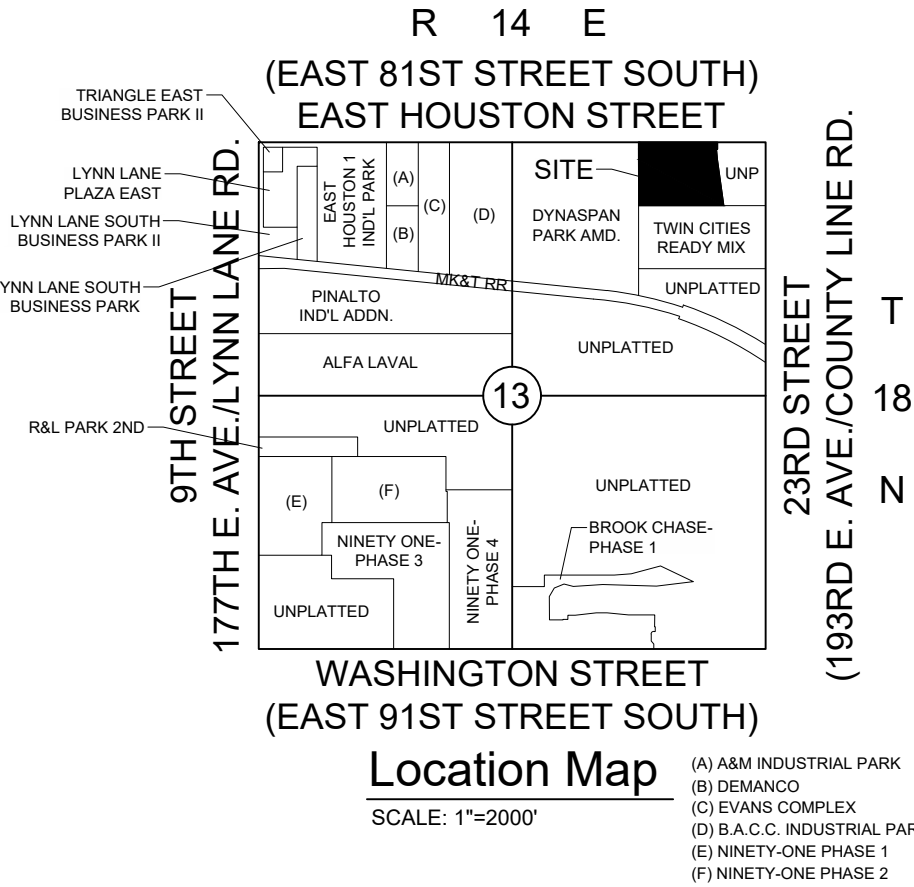
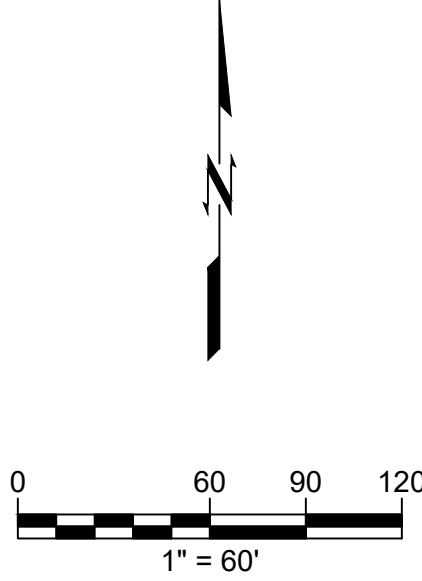
81st STREET INDUSTRIAL PARK

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION THIRTEEN (13),  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN,  
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

**OWNER:**  
81st Street Properties, LLC  
1209 South Frankfort Avenue, Suite 400  
Tulsa, Oklahoma, 74120  
Phone: (918) 446-1500  
CONTACT: NATHAN ELLSWORTH

**ENGINEER:**  
Wallace Design Collective, PC  
123 North Martin Luther King Jr Blvd.  
Tulsa, Oklahoma, 74103  
Phone: (918) 584-5858  
OK CA NO. 1460, EXPIRES 6/30/2025  
A. NICOLE WATTS, P.E.  
nicole.watts@wallace.design

**SURVEYOR:**  
Tulsa Land Surveying LLC  
1501 East 6th Street  
Tulsa, Oklahoma, 74120  
Phone: (918) 794-6777  
OK CA NO.6038, EXPIRES 6/30/2025  
JOSHUA R. LAMB, PLS 1678  
josh@tulsasurveying.com



LINE TABLE		
LINE #	LENGTH	BEARING
L1	15.42'	S 01°12'06" E
L2	47.66'	S 00°00'00" E
L3	20.68'	S 57°36'38" E
L4	33.72'	N 43°23'54" E
L5	65.23'	N 38°03'30" E
L6	31.52'	S 01°22'27" E
L7	10.00'	N 88°37'33" E
L8	31.48'	N 01°22'27" W

LEGEND	
B/L	= BUILDING SETBACK
R/W	= RIGHT-OF-WAY
U/E	= UTILITY EASEMENT
DOC.	= DOCUMENT
P.O.B.	= POINT OF BEGINNING
XXXX	ADDRESS
①	BLOCK NUMBER
2	LOT NUMBER
●	3/8" REBAR SET
○	#3 REBAR FOUND

**SUBDIVISION STATISTICS**  
SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK AND TWO (2) RESERVE AREAS.  
SUBDIVISION CONTAINS 559,042 SF (12.83 ACRES)  
LOT 1 CONTAINS 422,861 SF (9.71 ACRES)  
RESERVE A CONTAINS 91,313 SF (2.10 ACRES)  
RESERVE B CONTAINS 3,668 SF (0.08 ACRES)  
R/W DEDICATED BY PLAT CONTAINS 41,199 SF (0.94 ACRES)  
  
PROPERTY ZONED: IH

**MONUMENTATION**  
ALL CORNERS WERE SET USING 3/8" X 18" REBAR WITH A YELLOW CAP (YPC) STAMPED "TLS CA 6038", UNLESS OTHERWISE NOTED.

**BENCHMARK**  
CHISELED X LOCATED APPROXIMATELY 572' SOUTH AND 17' EAST OF THE NORTHWEST CORNER OF OF THE NE/4 OF THE NE/4.  
NORTHING=387950.94  
EASTING=2628849.57  
ELEV=716.08' (NAVD 88)

**BASIS OF BEARINGS**  
BASIS OF BEARINGS SHOWN HEREON BEING THE NORTH LINE OF SECTION 13, HAVING A BEARING OF SOUTH 88°47'54" WEST.

**ADDRESS NOTE**  
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.

**FLOODPLAIN NOTE**  
SURVEYOR HAS EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA AND UNINCORPORATED AREAS, MAP #40143C0392L, REVISED DATE SEPTEMBER 30, 2016, WHICH SHOWS THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE X (UNSHADED), ZONE AE (SHADED) WHICH INDICATES A PORTION OF THE PROPERTY IS LOCATED IN A REGULATORY FLOODWAY.

**SURVEYOR'S LAST SITE VISIT:**  
JULY 31, 2024

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

Mayor

Attest: City Clerk

BACKFLOW PREVENTER NOTE

"ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKWATER DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER." BROKEN ARROW ORDINANCE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018.  
ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

E. HOUSTON STR. & S. 193RD E. AVE. (PARCEL 9841384304010),  
STR 13-18-14, FEE-IN-LIEU OF DETENTION, BROKEN ARROW  
DETERMINATION LETTER DD-090324-49

PLACE HOLDER CO  
CLERK STAMP

PLACE HOLDER CO  
TAX STAMP



ORIG SIZE:24"x36"

PLOT:4/4/25

\\civl-server\projects\2440394\_Ellsworth Development - Broken Arrow, OK\DWG\PRODUCTION\Plat\2440394\_DOD.dwg

CONDITIONAL FINAL PLAT

81st STREET INDUSTRIAL PARK

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

81st STREET PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND IN TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4, NE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (1.B.&M.), TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING (P.O.B.) AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4, NE/4) OF SAID SECTION THIRTEEN (13); THENCE N88°47'54"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4, NE/4) FOR A DISTANCE OF 823.98 FEET; THENCE S01°20'17"E FOR A DISTANCE OF 70.00 FEET; THENCE S88°47'54"W FOR A DISTANCE OF 10.97 FEET; THENCE S06°30'25"E FOR A DISTANCE OF 110.53 FEET; THENCE S09°06'59"E FOR A DISTANCE OF 485.15 FEET; THENCE S88°47'30"W FOR A DISTANCE OF 888.78 FEET; THENCE N01°19'32"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4, NE/4) OF SAID SECTION THIRTEEN (13) FOR A DISTANCE OF 660.70 FEET TO THE POINT OF BEGINNING;

AREA CONTAINS 12.83 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE-DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO NINE LOTS, THREE BLOCKS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "81st STREET INDUSTRIAL PARK", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "81st STREET INDUSTRIAL PARK").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", FOR THE 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, 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, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, TULSA COUNTY, 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 OR 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. FURTHERMORE, IN ADDITION TO THE ABOVE DESCRIBED FACILITIES AND APPURTENANCES, THE WESTERN 20 FOOT UTILITY EASEMENT SHALL ALSO FUNCTION AS A SIDEWALK EASEMENT.

B. UNDERGROUND SERVICE

- OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT AND IN THE PERIMETER RIGHT-OF-WAYS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL 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 RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

- THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON THE OWNER'S 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 LOT OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THEIR AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, 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, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS. BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR 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 THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- ALL STORM SEWER OUTSIDE OF THE RIGHT OF WAY WILL BE CONSIDERED PRIVATE AND IDENTIFIED IN THE PLANS AS PRIVATE OF PUBLIC.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 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. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF 81ST STREET INDUSTRIAL PARK, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S) 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 ANY LOT, THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER.

E. RESERVE AREAS "A" & "B" (OVERLAND DRAINAGE EASEMENT)

- RESERVE AREAS "A" & "B", DEPICTED ON THE ACCOMPANYING PLAT AS OVERLAND DRAINAGE EASEMENTS, ARE DEDICATED TO THE CITY OF BROKEN ARROW, OKLAHOMA, FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- DRAINAGE FACILITIES OR OTHER IMPROVEMENTS CONSTRUCTED IN THE OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OF CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- MAINTENANCE OF THE OVERLAND DRAINAGE EASEMENTS SHALL BE BY THE OWNER THEREOF IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREAS AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREAS, OF THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREAS AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST LOT 1, BLOCK 1, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. STORMWATER DETENTION EASEMENT

- 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 "STORMWATER DETENTION EASEMENT" 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.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE 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 SHALL BE PLACED OR MAINTAINED IN THE RESERVES NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID RESERVES UNLESS APPROVED BY THE STORMWATER DEVELOPMENT DIVISION THROUGH THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.
- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE LAND 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 RESERVES 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 RESERVES SHALL BE KEPT FREE OF DEBRIS.
  - CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
- LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL BE RESTRICTED TO AREA OUTSIDE THE 500-YR STORAGE AREA. ALL TREES SHALL BE REMOVED FROM WITHIN THE 500YR STORAGE AREA.
- IN THE EVENT THE LAND OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE RESERVES, 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 LAND OWNER. IN THE EVENT THE LAND OWNER FAILS TO PAY THE COSTS 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 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 THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, EASEMENTS, AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSOR, 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 OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND 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, EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

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.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF: 81st STREET PROPERTIES, LLC, BEING THE SOLE OWNER OF 81st STREET INDUSTRIAL PARK, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION, AND COVENANTS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

BY: \_\_\_\_\_  
NATHAN ELLSWORTH  
MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025,  
BY NATHAN ELLSWORTH, AS MANAGING MEMBER OF 81st STREET PROPERTIES, LLC.

NOTARY PUBLIC

MY COMMISSION NO.: \_\_\_\_\_

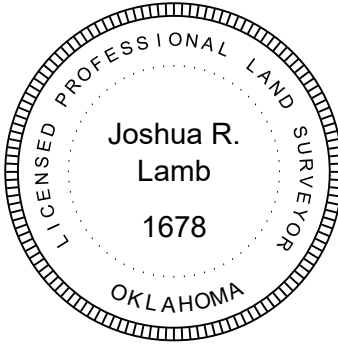
MY COMMISSION EXPIRES: \_\_\_\_\_

[SEAL]

CERTIFICATE OF SURVEY

I, JOSHUA R. LAMB, OF TULSA LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED 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 81st STREET INDUSTRIAL PARK, 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 LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.



\_\_\_\_\_  
JOSHUA R. LAMB  
OKLAHOMA PLS NO. 1678

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 \_\_\_\_\_, 2025, PERSONALLY APPEARED JOSHUA R. LAMB, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/11/2028  
MY COMMISSION NUMBER: 00020202

[SEAL]





# City of Broken Arrow

## Request for Action

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**File #:** 25-635, **Version:** 1

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**Broken Arrow Planning Commission**  
**05-08-2025**

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

Approval of PR-00628-2024 | PT-002142-2025, Conditional Final Plat, Elysian Fields II, 12.76 acres, 59 lots, A-1 (Agricultural) to RS-3 (Single Family Residential) and RS-4 (Single Family Residential)/PUD-306 via BAZ-2046, one-quarter mile south and east of the southeast corner of Tucson Street (121<sup>st</sup> Street) and Garnett Road

**Background:**

**Applicant:** Tim Terral, Tulsa Engineering and Planning Associates, Inc.  
**Owner:** Elysian Fields Development Company, L.L.C.  
**Developer:** Elysian Fields Development Company, L.L.C.  
**Engineer:** Tulsa Engineering and Planning Associates, Inc.  
**Location:** One Quarter mile south and east of the southeast corner of Tucson Street (121st Street) and Garnett Road  
**Size of Tract** 12.76 acres  
**Number of Lots:** 59  
**Present Zoning:** A-1 (RS-3 and RS-4 proposed via BAZ-2046)/PUD-306  
**Comp Plan:** Level 2 and Greenway/Floodplain

PT-002142-2025, the conditional final plat for Elysian Fields II, contains 59 lots on 12.76 acres. This property, which is located approximately one-quarter mile south and east of the southeast corner of Tucson Street (121<sup>st</sup> Street) and Garnett Road. BAZ-2046, a request to change the zoning on the property from A-1 to RS-3 and RS-4 was approved by the City Council on February 18, 2020, subject to the property being platted. PUD-306 was subsequently approved by the City Council on June 2, 2020. The preliminary plat for this project was approved by the Planning Commission on February 13, 2020.

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

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

**Recommendation:**

Staff recommends PR-00628-2024 | PT-002142-2025, conditional final plat for Elysian Fields II, be approved subject to the attached checklist.

**Reviewed by:** Amanda Yamaguchi

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**File #: 25-635, Version: 1**

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**Approved by: Rocky Henkel**

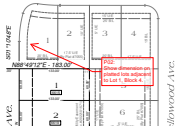
# Conditional Final Plat Checklist

## [1] Layout1 (6)



**Page Label:** [1] Layout1  
**Author:** Amanda

**P01:**  
The jog between building lines cannot be greater than 5'.



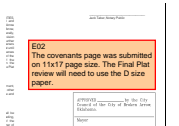
**Page Label:** [1] Layout1  
**Author:** Amanda

**P02:**  
Show dimension on platted lots adjacent to Lot 1, Block 4.



**Page Label:** [1] Layout1  
**Author:** jdickeson

**E01**  
There are no reserve areas in phase 2 this section can be eliminated or modified to include the reserve areas from Phase 1



**Page Label:** [1] Layout1  
**Author:** jdickeson

**E02**  
The covenants page was submitted on 11x17 page size. The Final Plat review will need to use the D size paper.



**Page Label:** [1] Layout1  
**Author:** jdickeson

**E03**  
There are no ODE shown in phase 2 this section can be eliminated.



**Page Label:** [1] Layout1  
**Author:** jdickeson

**E04**  
Sidewalk will be required along Reserve B in phase 1. Phase 2 will be responsible for construction if it was not previously completed.



PUD 306

# Elysian Fields II

OWNER / DEVELOPER

Elysian Fields Development Company, L.L.C.

an Oklahoma Limited Liability Company  
12150 East 96th Street North, Suite 202  
Owasso, Oklahoma 74055  
918.376.6536

A subdivision in the City of Broken Arrow, being a part of Government Lot 3 of  
Section 5, Township 17 North, Range 14 East of the Indian Base and Meridian,  
Tulsa County, State of Oklahoma

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

an Oklahoma corporation  
9810 East 42nd Street, Suite 100  
Tulsa, Oklahoma 74146  
Phone: 918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531  
RENEWAL DATE: JUNE 30, 2025

Lot Areas & Finished Floor Elevation			
Lot	Area (S.F.)	F.F.	
1	7,641	638.00	
2	6,600	637.75	
3	6,600	637.25	
4	6,600	638.50	
5	6,600	638.25	
6	6,600	637.75	
7	6,501	637.25	
8	9,341	637.25	
9	12,529	637.25	
10	7,199	636.75	
11	6,887	636.75	
12	6,915	637.00	
13	6,942	637.50	
14	6,970	637.75	
15	6,997	637.75	
1	7,666	637.25	
2	7,171	636.75	
3	7,200	637.00	
4	6,600	637.25	
5	6,600	637.75	
6	6,600	638.00	
7	6,600	638.25	
8	6,600	638.50	
9	6,600	639.00	
10	6,600	639.25	
11	8,266	639.75	
1	7,980	640.50	
2	7,980	640.00	
3	7,980	640.25	
4	7,980	640.50	
5	8,807	638.75	
6	7,200	638.50	
1	8,126	638.50	
2	7,850	638.75	
3	9,368	639.00	
4	8,384	639.50	
5	7,302	639.25	
6	8,266	638.75	
1	7,666	636.75	
2	7,171	636.50	
3	7,200	637.00	
4	6,600	637.25	

Curve Table					
No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	90°00'00"	25.00'	39.27'	S 46°10'48" E	35.36'
C2	90°00'00"	25.00'	39.27'	N 43°49'12" E	35.36'
C3	20°56'22"	169.00'	61.76'	S 09°17'23" W	61.42'
C4	75°03'52"	25.00'	32.75'	S 17°46'22" E	30.46'
C5	35°52'30"	110.00'	68.88'	S 73°14'33" E	67.76'
C6	35°52'30"	160.00'	100.18'	N 73°14'33" W	98.55'
C7	75°03'52"	25.00'	32.75'	S 87°09'46" W	30.46'
C8	39°11'22"	169.00'	115.59'	S 69°13'31" W	113.35'
C9	90°00'00"	25.00'	39.27'	S 43°49'12" W	35.36'
C10	90°00'00"	25.00'	39.27'	N 46°10'48" W	35.36'
C11	29°55'35"	25.00'	13.06'	S 73°51'25" W	12.91'
C12	149°51'10"	50.00'	130.77'	N 46°10'48" W	96.56'
C13	29°55'35"	25.00'	13.06'	N 13°47'00" E	12.91'
C14	90°00'00"	25.00'	39.27'	N 43°49'12" E	35.36'
C15	90°00'00"	25.00'	39.27'	S 46°10'48" E	35.36'
C16	90°00'00"	119.00'	186.92'	S 43°49'12" W	168.29'
C17	90°00'00"	25.00'	39.27'	N 46°10'48" W	35.36'

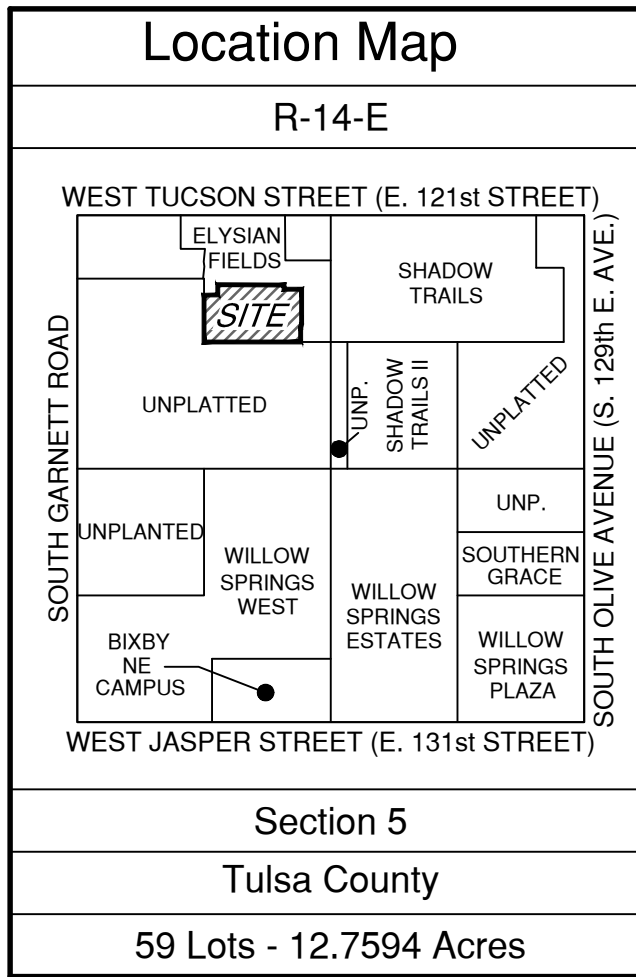
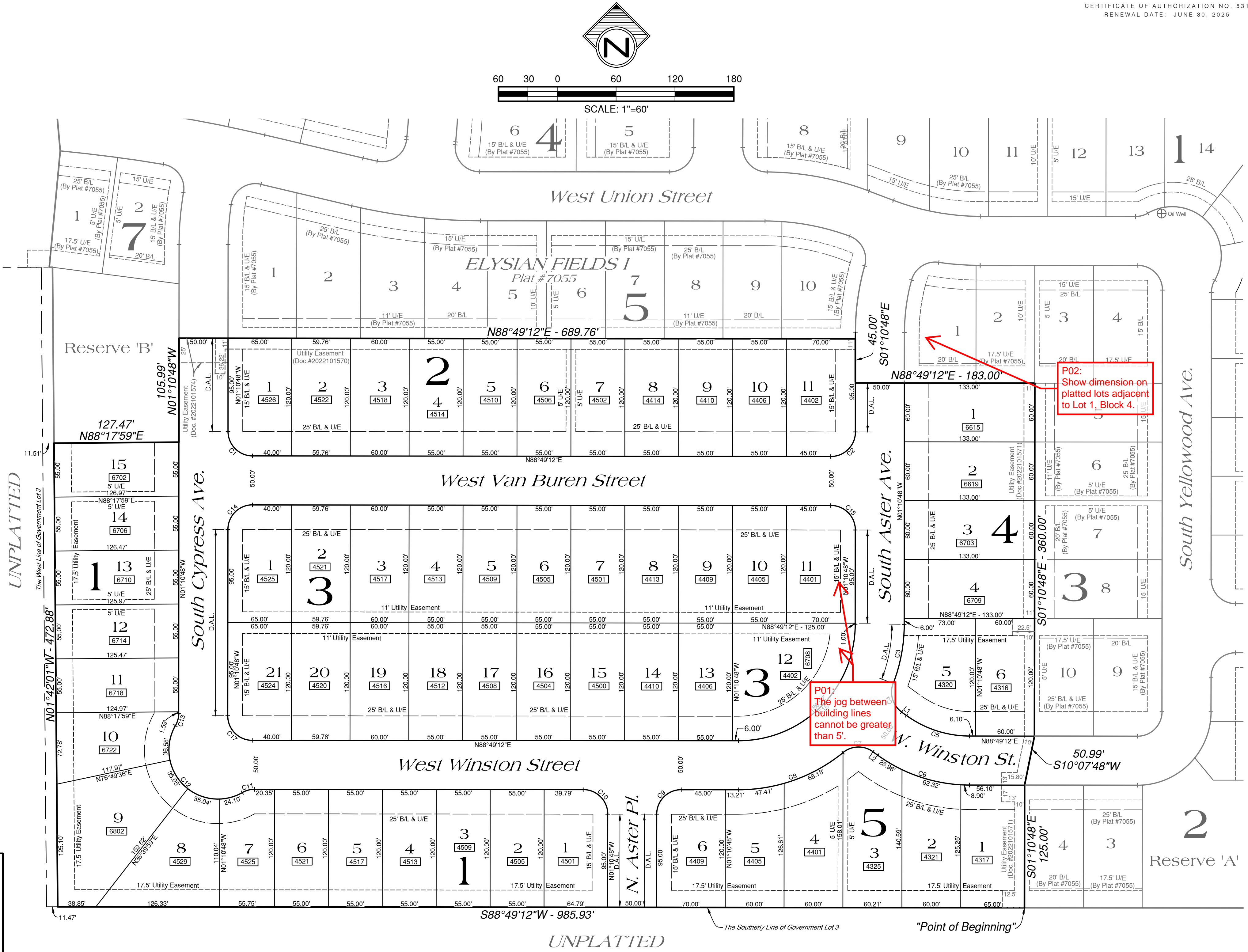
Line Table		
No.	Length	Direction
L1	6.05'	S55°18'18"E
L2	6.05'	N55°18'18"W

## FEMA Note

Per the FEMA Flood Map Service Center this property is located within an area having a Zone Designation X (Unshaded, Areas determined to be outside the 0.2% annual chance floodplain) on Flood Insurance Rate Maps No. 40143C0451L & No. 40143C0452L, with an effective date of October 15, 2012, for Community No. 400236, in City of Broken Arrow, Tulsa County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which the property is situated.

## Note to Home Builder

Additional dirt shall be added to each Lot Pad sufficient to bury the concrete house slabs a minimum of 6" below the top of slab, and sufficient to promote positive drainage away from the individual Lots.



## Legend

F.F. = Finished Floor Elevation Res. = Reserve  
B/L = Building Line Bk. = Book  
U/E = Utility Easement Pg. = Page  
D.A.L. = Driveway Access Limitation Doc. = Document

## Monument Notes

A 3/8" 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 platted bearing of N 01°42'51" W along the westerly line of "Shadow Trails", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma and recorded as Plat 6637 in the office of the Tulsa County Clerk.

## Benchmark

A mag nail on top of curb on south side of West Van Buren Place, approximately 110' west of the centerline of South Willow Place.

Elevation: 639.22'  
North American Vertical Datum of 1988 (NAVD88)

## 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 upon in place of the legal description.

## Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Detention Determination No. DD-100319-31. Stormwater detention for this plat will be provided adjacent to the site.

## Notes

- Water to be supplied by the City of Broken Arrow.
- Sewage to be received by the City of Broken Arrow.
- All buildings will require a backwater or backflow preventer for all sanitary sewer connections.
- Restricted access is required on all lots where the building line is less than 25 feet, except garage openings shall be permitted on the side yard abutting a public street if the side yard setback is increased to 20 feet, from the 15 feet side yard shown on the plat.
- The minimum rear yard setback is 20 feet.
- Note to homebuilder: additional dirt shall be added to each Lot Pad sufficient to bury the concrete house slabs minimum of 6" below the top of slab, and sufficient to promote positive drainage away from the individual lots.

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

Elysian Fields II

Date of Preparation: March 25, 2025

Sheet 1 of 2

G:\19-049\Phase 2\Final\19-049 Final Plat Phase 2.dwg, 4/08/2025 - 4:56 PM



ELYSIAN FIELDS II

DEED OF DEDICATION  
AND  
RESTRICTIVE COVENANTS  
PUD No. 306

KNOW CERTAIN PERSONS BY THESE PRESENTS:

That Elysian Fields Development Company, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land contained within a part of Government Lot 3, Section 5, T-17-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the southwest corner of Block Two (2), "Elysian Fields I", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, Plat No. 7055, as recorded in the office of the Tulsa County Clerk;

Thence S 88°49'12" W a distance of 985.93 feet, along the southerly line of said Government Lot 3, to a point that is 11.47 feet east of the southwest corner of said Government Lot 3, said point also being the southeast corner of a tract of land described within General Warranty Deed, recorded as Document No. 2020118658 in the office of the Tulsa County Clerk;

Thence N 01°42'01" W a distance of 472.88 feet along the easterly line of said General Warranty Deed to a point being 11.51 feet perpendicularly distant east of the west line of said Government Lot 3 and also being on the southerly line of said Plat No. 7055;

Thence along the boundary of said Plat No. 7055 the following eight (8) courses:

N 88°17'59" E a distance of 127.47 feet;

N 01°10'48" W a distance of 105.99 feet;

N 88°49'12" E a distance of 689.76 feet;

S 01°10'48" E a distance of 45.00 feet;

N 88°49'12" E a distance of 183.00 feet;

S 01°10'48" E a distance of 360.00 feet;

S10°07'48" W a distance of 50.99 feet;

S 01°10'48" E a distance of 125.00 feet to the "Point of Beginning".

Said tract contains 555,798 square feet or 12.7594 acres, more or less.

The non-astronomic bearings for said tract are based on a platted bearing of N 01°42'51" W along the westerly line of "Shadow Trails", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma and recorded as Plat 6637 in the office of the Tulsa County Clerk.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "ELYSIAN FIELDS II", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/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 "Utility Easement" or "U/E", 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 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 the public street and 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/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer 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, fencing, curbing, irrigation and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the south and west perimeter 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 easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structures 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 right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat of the subdivision or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserves the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground facilities located on the 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 such owner or the owner's agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

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 the owner's lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are materially 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, 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, the owner's agents or contractors.

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easement-ways 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.

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

1.4 Surface Drainage

Each lot on the Plat shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across the owner's lot and the lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary. Drainage from each lot shall mimic the drainage pattern established by the grading done per the engineering plans, including the installation of any side yard swales or berms and resulting in no adverse impact to the adjacent lots. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the HOA, and Owner/Developer.

1.5 Driveway Access Limitation

Within the boundaries of a Lot designated on the Plat as "Driveway Access Limitation" (D.A.L.), vehicular access to the adjoining public street shall be prohibited.

1.6 Fence, Landscape, and Paving Repair

The owner of each lot shall be responsible for the repair and replacement of any fencing, landscaping, and paving located within the utility easements in the event it is necessary to repair any underground water, sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall place any fencing, landscaping, or plant any trees or shrubbery in dedicated utility easements or rights-of-ways which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-ways. If it is determined that any fencing, landscaping, trees or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the City of Broken Arrow and/or respective utility provider shall have the right to remove said fencing, landscaping, trees or shrubbery upon five (5) days' notice at the lot owner's expense, or within such time the lot owner may remove the same.

1.7 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create as per the Subdivision Regulations for the City of Broken Arrow the Elysian Fields Homeowners' Association, Inc., an Oklahoma not-for-profit corporation, as set forth in the Restrictive Covenants, Conditions, and Restrictions for "ELYSIAN FIELDS." There is to be one Homeowners' Association, for "ELYSIAN FIELDS", even though the property may be platted in phases, and the Owner/Developer hereby reserves the right to add such additional lands/phases/lots to such Association as the Owner/Developer in its sole discretion, may determine.

1.8 Reserve Areas

Reserve areas shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, overland drainage, utilities, parking and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "ELYSIAN FIELDS II", and future phases as determined by the Owner/Developer, as set forth within Section II hereof. All costs and expenses associated with all reserves, including maintenance of various improvements will be the responsibility of the property owner or the Homeowners' Association, as determined by the Owner/Developer.

1.9 Retaining Walls

A retaining wall is a structural wall measuring over 4 feet in height from the top of the leveling course to the top of the wall. Retaining walls will need to be designed by a licensed structural engineer and submitted for review and permitting to the City.

1.10 Restrictive Covenants

Additional covenants and restrictions for "ELYSIAN FIELDS" are filed, as a separate instrument, in the Tulsa County Clerk's office.

1.11 Overland Drainage Easement

1.11.1 Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Broken Arrow, and plans and specifications approved by the Stormwater Manager of the City of Broken Arrow.

1.11.2 Except as provided herein no fence, wall, building, or other obstruction may be placed or maintained in the overland drainage easement areas, nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Stormwater Manager of the City of Broken Arrow, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 ½) inches shall not require approval. Split rail, wrought iron, or open fencing will be allowed in the Overland Drainage Easement (OD/E), between lots, must be raised 6" off the ground to prevent obstruction to the emergency overland relief swale. Fencing in the OD/E must be reviewed and approved by the stormwater manager or floodplain manager.

1.11.3 All costs and expenses associated with the overland drainage easement areas and facilities located therein, including maintenance of various improvements, will be the responsibility of the Elysian Fields Homeowners' Association to be formed pursuant to Section III (hereinafter referred to as the "Association"), in accordance with the standards prescribed by the City of Broken Arrow. In the event the Association should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Broken Arrow may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the Association. In the event the 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 may file of record a copy of the statement of costs and thereafter the costs shall be a lien against the Association. A lien established as above provided may be judicially foreclosed.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, "ELYSIAN FIELDS" was submitted as a planned unit development (entitled PUD No. 306) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on May 5, 2020 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 306 was approved by the Broken Arrow Planning Commission on April 9, 2020 and approved by the City of Broken Arrow City Council, on May 5, 2020; and 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 the implementation and 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 ensure 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:

2.1 General Standards

The development of "ELYSIAN FIELDS II" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on May 5, 2020.

2.2 Development Standards

2.2.1 Permitted Uses: PUD 306 will be developed in accordance with the Broken Arrow Zoning Ordinance and the Use and Development Regulations of the RS-3 Residential District except as noted herein

2.2.2 Minimum Lot Size:  
- Blocks 1, 2 and 3 6,500 sq. ft.  
- Blocks 4 and 5 7,000 sq. ft.

2.2.3 Minimum Lot Width  
- Blocks 1, 2 and 3 55 feet  
- Blocks 4 and 5 60 feet

2.2.4 Minimum Building Setbacks:  
Front 25 feet  
Minimum Rear Yard 20 feet  
Side 5/5 feet  
Side Yard abutting public street 15 feet\*

\* Restricted access is required on all lots where the building line is less than 25 feet, except garage openings shall be permitted on the side yard abutting a public street if the side yard setback is increased to 20 feet from the 15 feet side yard shown on the plat. Setbacks between building lines shall be offset no more than 10 feet.

2.2.5 Maximum Building Height: 35 feet

2.2.6 Other Bulk and Area Requirements: As established in the RS-3 Zoning District

2.3 Landscaping and Open Space

E01 There are no reserve areas in phase 2 this section can be eliminated or modified to include the reserve areas from Phase 1

plans shall be presented to and approved by the City of Broken Arrow. The same time landscape plans are submitted for review.

2.4 Sidewalks

Sidewalks shall be installed in accordance with the subdivision regulations. Sidewalks shall be constructed by the Owner/Developer in all reserve areas that are adjacent to the street.

2.5 Homeowners' Association

The Elysian Fields Homeowners' Association shall be established subsequent to the platting of the subdivision. The purpose of the Association shall be to maintain the reserve areas, space areas. Membership in the Elysian Fields Homeowners' Association will be mandatory for all lot owners. Final documents for the Elysian Fields Homeowners' Association will be included in the Deed of Dedication and Restrictive Covenants and the maintenance agreement and other specific rights and requirements for association members.

E03 There are no ODE shown in phase 2 this section can be eliminated.

SECTION III. HOMEOWNERS' ASSOCIATION

3.1. Formation

The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "Elysian Fields Homeowners' Association, Inc.", an Oklahoma not for profit corporation (the "Association") for the general purposes of the maintenance and ownership of the Common Areas and to enhance the desirability and attractiveness of the Subdivision. The Owner/Developer will control the Association until such time that it is turned over to the Homeowners. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas, and common areas as designated on the plat provided, however, no assessment shall be made or attach to any Lot owned by the Owner/Developer.

3.2. Maintenance

Reserve Areas: The owner of the property associated with the Reserve Areas shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat and the reserve areas are reserved for subsequent conveyance to the Association.

SECTION IV.  
ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

4.1. Enforcement

The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of SECTION I. STREETS, EASEMENTS AND UTILITIES, 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.

4.2. Duration

These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

4.3. Amendment

The covenants contained within SECTION I. STREETS, EASEMENTS AND UTILITIES, may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended by the Owner/Developer unilaterally, in its sole discretion, for so long as the Owner/Developer owns a lot in the Subdivision or a later adjacent subdivision known as "ELYSIAN FIELDS III or IV", or as may be further expanded; and, thereafter, at any time by an instrument in writing signed by the owners of at least sixty percent (60 %) of all lots in the Subdivision; providing, however, that until the Owner/Developer has sold all lots in the Subdivision, the Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the Subdivision. In this Section 4.3, the term "the Subdivision" shall explicitly mean the Plat of "ELYSIAN FIELDS II."

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 of any part hereof as set forth herein, which shall remain in full force and effect.

4.5. Lot owner's Responsibilities

The respective lot owner of each dwelling and said lot owner's builder shall be responsible for all structure design, geotechnical design, foundation design, grading, drainage, and all other structural aspects of the dwelling independent of the Owner/Developer and the Owner/Developer's engineer. The respective lot owner of each dwelling and the lot owner's builder shall be responsible for determining the proper finish floor elevation of the respective dwelling. The finished floor elevation shall be determined relative to, but not limited to: roadways, areas of higher elevations, borrow ditches, culvert pipes, elevation of adjacent lots, etc. It is the dwelling owner's responsibility to prepare the finished grade of each individual home site so as to ensure that storm water is properly managed around the perimeter of the subject home. Said lot owner and its builder shall construct the dwelling in accordance with the municipal, county and state building codes that are customarily applicable in this region to such construction.

IN WITNESS WHEREOF, the undersigned Owner/Developer has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2025.

E04 Sidewalk will be required along Reserve B in phase 1. Phase 2 will be responsible for construction if it was not previously completed.

By: David E. Charney, President of Charney Properties, Inc., as manager of Elysian Fields Development Company, L.L.C.

State of Oklahoma )  
County of Tulsa ) s.s.

Subscribed and sworn before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2025, by David E. Charney, Manager of Elysian Fields Development Company, L.L.C.

Notary Public

CERTIFICATE OF SURVEY

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered 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 "ELYSIAN FIELDS II", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

David W. Murdoch  
Registered Professional Land Surveyor  
Oklahoma No. 1404

State of Oklahoma )  
County of Tulsa ) s.s.

The foregoing Certificate of Survey was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by David W. Murdoch

Jack Taber, Notary Public

E02 The covenants page was submitted on 11x17 page size. The Final Plat review will need to use the D size paper.

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

Mayor

Attest: City Clerk

ELYSIAN FIELDS II

Date of Preparation: March 25, 2025

Sheet 2 of 2



PUD 306

# Elysian Fields II

OWNER / DEVELOPER

Elysian Fields Development Company, L.L.C.

an Oklahoma Limited Liability Company  
12150 East 96th Street North, Suite 202  
Owasso, Oklahoma 74055  
918.376.6536

A subdivision in the City of Broken Arrow, being a part of Government Lot 3 of  
Section 5, Township 17 North, Range 14 East of the Indian Base and Meridian,  
Tulsa County, State of Oklahoma

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

an Oklahoma corporation  
9810 East 42nd Street, Suite 100  
Tulsa, Oklahoma 74146  
Phone: 918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531  
RENEWAL DATE: JUNE 30, 2025

Lot Areas & Finished Floor Elevation			
Lot	Area (S.F.)	F.F.	
1	7,641	638.00	
2	6,600	637.75	
3	6,600	637.25	
4	6,600	638.50	
5	6,600	638.25	
6	6,600	637.75	
7	6,501	637.25	
8	9,341	637.25	
9	12,529	637.25	
10	7,199	636.75	
11	6,887	636.75	
12	6,915	637.00	
13	6,942	637.50	
14	6,970	637.75	
15	6,997	637.75	

Lot	Area (S.F.)	F.F.	
5	6,600	637.75	
6	6,600	638.00	
7	6,600	638.25	
8	6,600	638.50	
9	6,600	639.00	
10	6,600	639.25	
11	8,266	639.75	
12	11,961	639.25	
13	6,600	638.75	
14	6,600	638.50	
15	6,600	638.25	
16	6,600	638.00	
17	6,600	638.00	
18	6,600	638.25	
19	7,200	638.50	
20	7,171	638.00	
21	7,666	637.50	

Lot	Area (S.F.)	F.F.	
1	7,666	637.25	
2	7,171	636.75	
3	7,200	637.00	
4	6,600	637.25	
5	6,600	637.75	
6	6,600	638.00	
7	6,600	638.25	
8	6,600	638.75	
9	6,600	639.00	
10	6,600	639.25	
11	8,266	639.75	

Lot	Area (S.F.)	F.F.	
1	7,980	640.50	
2	7,980	640.00	
3	7,980	640.25	
4	7,980	640.50	
5	8,807	638.75	
6	7,200	638.50	

Lot	Area (S.F.)	F.F.	
1	8,126	638.50	
2	7,850	638.75	
3	9,368	639.00	
4	8,384	639.50	
5	7,302	639.25	
6	8,266	638.75	

Curve Table					
No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	90°00'00"	25.00'	39.27'	S 46°10'48" E	35.36'
C2	90°00'00"	25.00'	39.27'	N 43°49'12" E	35.36'
C3	20°56'22"	169.00'	61.76'	S 09°17'23" W	61.42'
C4	75°03'52"	25.00'	32.75'	S 17°46'22" E	30.46'
C5	35°52'30"	110.00'	68.88'	S 73°14'33" E	67.76'
C6	35°52'30"	160.00'	100.18'	N 73°14'33" W	98.55'
C7	75°03'52"	25.00'	32.75'	S 87°09'46" W	30.46'
C8	39°11'22"	169.00'	115.59'	S 69°13'31" W	113.35'
C9	90°00'00"	25.00'	39.27'	S 43°49'12" W	35.36'
C10	90°00'00"	25.00'	39.27'	N 46°10'48" W	35.36'
C11	29°55'35"	25.00'	13.06'	S 73°51'25" W	12.91'
C12	149°51'10"	50.00'	130.77'	N 46°10'48" W	96.56'
C13	29°55'35"	25.00'	13.06'	N 13°47'00" E	12.91'
C14	90°00'00"	25.00'	39.27'	N 43°49'12" E	35.36'
C15	90°00'00"	25.00'	39.27'	S 46°10'48" E	35.36'
C16	90°00'00"	119.00'	186.92'	S 43°49'12" W	168.29'
C17	90°00'00"	25.00'	39.27'	N 46°10'48" W	35.36'

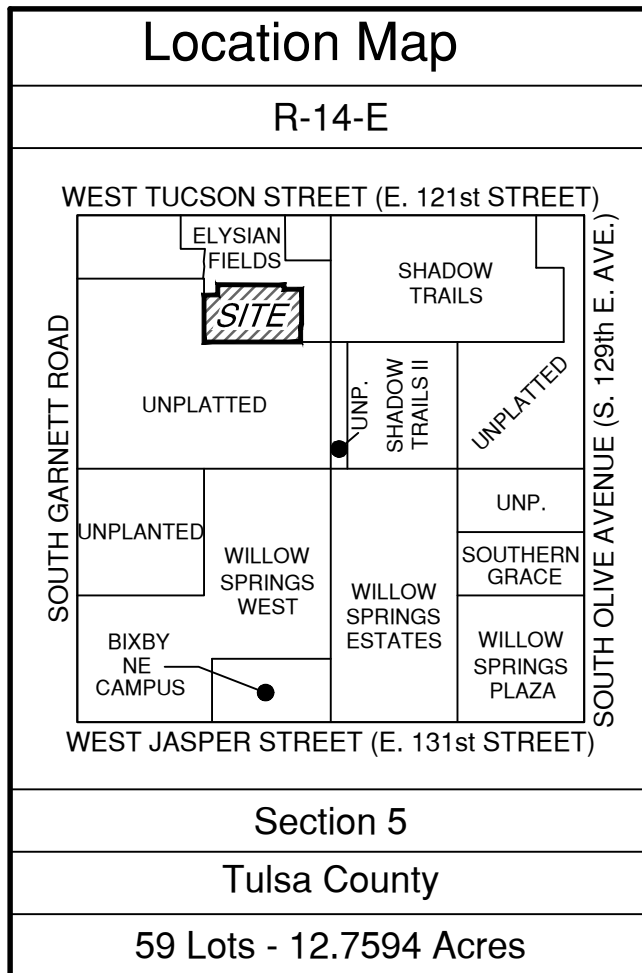
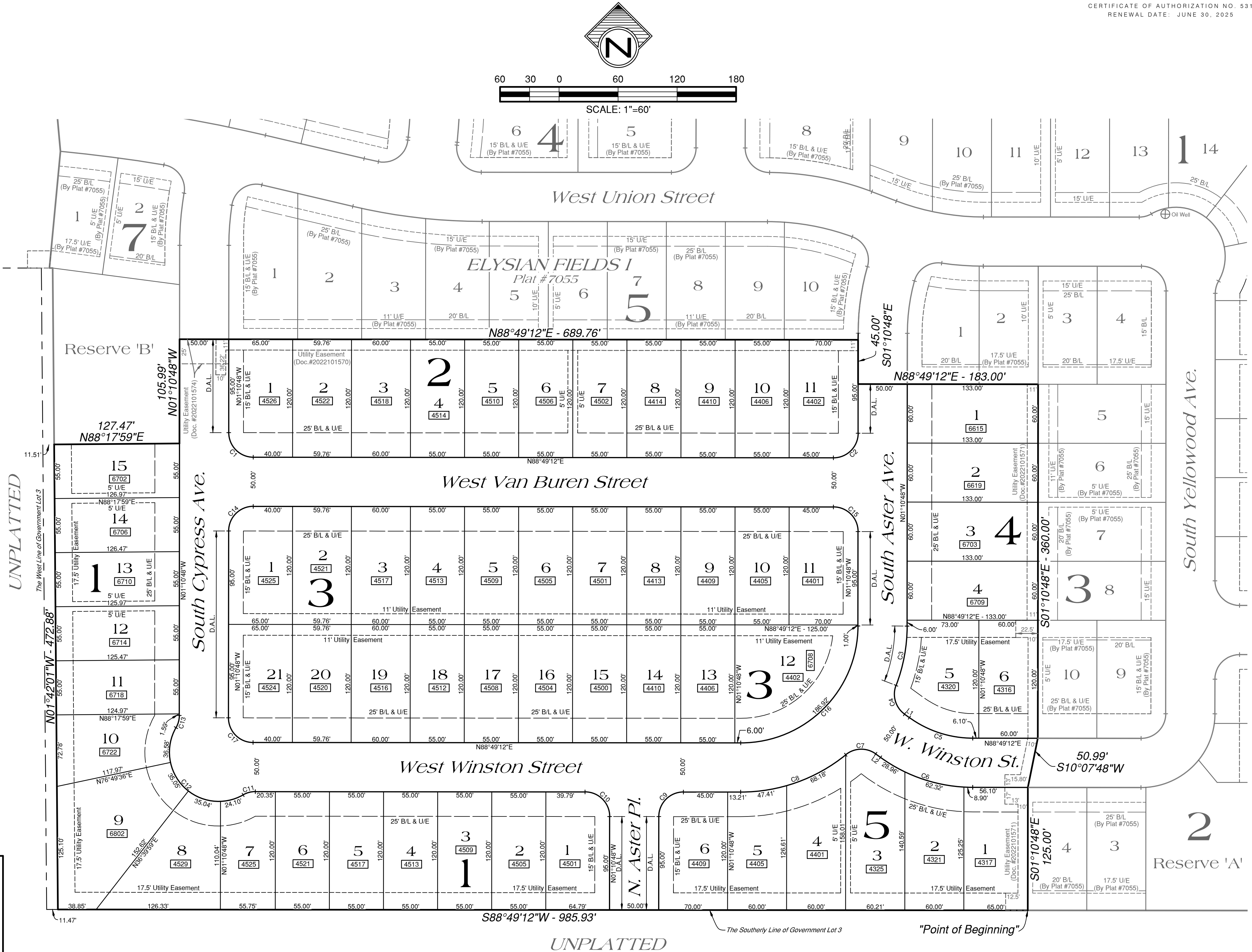
Line Table		
No.	Length	Direction
L1	6.05'	S55°18'18"E
L2	6.05'	N55°18'18"W

## FEMA Note

Per the FEMA Flood Map Service Center this property is located within an area having a Zone Designation X (Unshaded, Areas determined to be outside the 0.2% annual chance floodplain) on Flood Insurance Rate Maps No. 40143C0451L & No. 40143C0452L, with an effective date of October 15, 2012, for Community No. 400236, in City of Broken Arrow, Tulsa County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which the property is situated.

## Note to Home Builder

Additional dirt shall be added to each Lot Pad sufficient to bury the concrete house slabs a minimum of 6" below the top of slab, and sufficient to promote positive drainage away from the individual Lots.



## Legend

F.F. = Finished Floor Elevation Res. = Reserve  
B/L = Building Line Bk. = Book  
U/E = Utility Easement Pg. = Page  
D.A.L. = Driveway Access Limitation Doc. = Document

## Monument Notes

A 3/8" 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 platted bearing of N 01°42'51" W along the westerly line of "Shadow Trails", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma and recorded as Plat 6637 in the office of the Tulsa County Clerk.

## Benchmark

A mag nail on top of curb on south side of West Van Buren Place, approximately 110' west of the centerline of South Willow Place.

Elevation: 639.22'  
North American Vertical Datum of 1988 (NAVD88)

## 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 upon in place of the legal description.

## Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Detention Determination No. DD-100319-31. Stormwater detention for this plat will be provided adjacent to the site.

## Notes

- Water to be supplied by the City of Broken Arrow.
- Sewage to be received by the City of Broken Arrow.
- All buildings will require a backwater or backflow preventer for all sanitary sewer connections.
- Restricted access is required on all lots where the building line is less than 25 feet, except garage openings shall be permitted on the side yard abutting a public street if the side yard setback is increased to 20 feet, from the 15 feet side yard shown on the plat.
- The minimum rear yard setback is 20 feet.
- Note to homebuilder: additional dirt shall be added to each Lot Pad sufficient to bury the concrete house slabs minimum of 6" below the top of slab, and sufficient to promote positive drainage away from the individual lots.

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

Elysian Fields II

Date of Preparation: March 25, 2025

Sheet 1 of 2

ELYSIAN FIELDS II

DEED OF DEDICATION  
AND  
RESTRICTIVE COVENANTS  
PUD No. 306

KNOW CERTAIN PERSONS BY THESE PRESENTS:

That Elysian Fields Development Company, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land contained within a part of Government Lot 3, Section 5, T-17-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the southwest corner of Block Two (2), "Elysian Fields I", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, Plat No. 7055, as recorded in the office of the Tulsa County Clerk;

Thence S 88°49'12" W a distance of 985.93 feet, along the southerly line of said Government Lot 3, to a point that is 11.47 feet east of the southwest corner of said Government Lot 3, said point also being the southeast corner of a tract of land described within General Warranty Deed, recorded as Document No. 2020118658 in the office of the Tulsa County Clerk;

Thence N 01°42'01" W a distance of 472.88 feet along the easterly line of said General Warranty Deed to a point being 11.51 feet perpendicularly distant east of the west line of said Government Lot 3 and also being on the southerly line of said Plat No. 7055;

Thence along the boundary of said Plat No. 7055 the following eight (8) courses:

N 88°17'59" E a distance of 127.47 feet;

N 01°10'48" W a distance of 105.99 feet;

N 88°49'12" E a distance of 689.76 feet;

S 01°10'48" E a distance of 45.00 feet;

N 88°49'12" E a distance of 183.00 feet;

S 01°10'48" E a distance of 360.00 feet;

S10°07'48" W a distance of 50.99 feet;

S 01°10'48" E a distance of 125.00 feet to the "Point of Beginning".

Said tract contains 555,798 square feet or 12.7594 acres, more or less.

The non-astronomic bearings for said tract are based on a platted bearing of N 01°42'51" W along the westerly line of "Shadow Trails", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma and recorded as Plat 6637 in the office of the Tulsa County Clerk.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "ELYSIAN FIELDS II", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/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 "Utility Easement" or "U/E", 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 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 the public street and 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/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer 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, fencing, curbing, irrigation and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the south and west perimeter 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 easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structures 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 right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat of the subdivision or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserves the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground facilities located on the 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 such owner or the owner's agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

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 the owner's lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are materially 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, 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, the owner's agents or contractors.

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easement-ways 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.

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

1.4 Surface Drainage

Each lot on the Plat shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across the owner's lot and the lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary. Drainage from each lot shall mimic the drainage pattern established by the grading done per the engineering plans, including the installation of any side yard swales or berms and resulting in no adverse impact to the adjacent lots. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the HOA, and Owner/Developer.

1.5 Driveway Access Limitation

Within the boundaries of a Lot designated on the Plat as "Driveway Access Limitation" (D.A.L.), vehicular access to the adjoining public street shall be prohibited.

1.6 Fence, Landscape, and Paving Repair

The owner of each lot shall be responsible for the repair and replacement of any fencing, landscaping, and paving located within the utility easements in the event it is necessary to repair any underground water, sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall place any fencing, landscaping, or plant any trees or shrubbery in dedicated utility easements or rights-of-ways which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-ways. If it is determined that any fencing, landscaping, trees or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the City of Broken Arrow and/or respective utility provider shall have the right to remove said fencing, landscaping, trees or shrubbery upon five (5) days' notice at the lot owner's expense, or within such time the lot owner may remove the same.

1.7 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create as per the Subdivision Regulations for the City of Broken Arrow the Elysian Fields Homeowners' Association, Inc., an Oklahoma not-for-profit corporation, as set forth in the Restrictive Covenants, Conditions, and Restrictions for "ELYSIAN FIELDS." There is to be one Homeowners' Association, for "ELYSIAN FIELDS", even though the property may be platted in phases, and the Owner/Developer hereby reserves the right to add such additional lands/phases/lots to such Association as the Owner/Developer in its sole discretion, may determine.

1.8 Reserve Areas

Reserve areas shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, overland drainage, utilities, parking and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "ELYSIAN FIELDS II", and future phases as determined by the Owner/Developer, as set forth within Section II hereof. All costs and expenses associated with all reserves, including maintenance of various improvements will be the responsibility of the property owner or the Homeowners' Association, as determined by the Owner/Developer.

1.9 Retaining Walls

A retaining wall is a structural wall measuring over 4 feet in height from the top of the leveling course to the top of the wall. Retaining walls will need to be designed by a licensed structural engineer and submitted for review and permitting to the City.

1.10 Restrictive Covenants

Additional covenants and restrictions for "ELYSIAN FIELDS" are filed, as a separate instrument, in the Tulsa County Clerk's office.

1.11 Overland Drainage Easement

1.11.1 Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Broken Arrow, and plans and specifications approved by the Stormwater Manager of the City of Broken Arrow.

1.11.2 Except as provided herein no fence, wall, building, or other obstruction may be placed or maintained in the overland drainage easement areas, nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Stormwater Manager of the City of Broken Arrow, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 ½) inches shall not require approval. Split rail, wrought iron, or open fencing will be allowed in the Overland Drainage Easement (OD/E). A solid, opaque fence will need to be approved by the City of Broken Arrow Storm Water Manager or designee. Solid opaque fences in an OD/E, between lots, must be raised 6" off the ground to prevent obstruction to the emergency overland relief swale. Fencing in the OD/E must be reviewed and approved by the stormwater manager or floodplain manager.

1.11.3 All costs and expenses associated with the overland drainage easement areas and facilities located therein, including maintenance of various improvements, will be the responsibility of the Elysian Fields Homeowners' Association to be formed pursuant to Section III (hereinafter referred to as the "Association"), in accordance with the standards prescribed by the City of Broken Arrow. In the event the Association should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Broken Arrow may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the Association. In the event the 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 may file of record a copy of the statement of costs and thereafter the costs shall be a lien against the Association. A lien established as above provided may be judicially foreclosed.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, "ELYSIAN FIELDS" was submitted as a planned unit development (entitled PUD No. 306) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on May 5, 2020 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 306 was approved by the Broken Arrow Planning Commission on April 9, 2020 and approved by the City of Broken Arrow City Council, on May 5, 2020; and 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 the implementation and 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 ensure 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:

2.1 General Standards

The development of "ELYSIAN FIELDS II" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on May 5, 2020.

2.2 Development Standards

2.2.1 Permitted Uses: PUD 306 will be developed in accordance with the Broken Arrow Zoning Ordinance and the Use and Development Regulations of the RS-3 Residential District except as noted herein

2.2.2 Minimum Lot Size:  
- Blocks 1, 2 and 3 6,500 sq. ft.  
- Blocks 4 and 5 7,000 sq. ft.

2.2.3 Minimum Lot Width  
- Blocks 1, 2 and 3 55 feet  
- Blocks 4 and 5 60 feet

2.2.4 Minimum Building Setbacks:  
Front 25 feet  
Minimum Rear Yard 20 feet  
Side 5/5 feet  
Side Yard abutting public street 15 feet\*

\* Restricted access is required on all lots where the building line is less than 25 feet, except garage openings shall be permitted on the side yard abutting a public street if the side yard setback is increased to 20 feet from the 15 feet side yard shown on the plat. Setbacks between building lines shall be offset no more than 10 feet.

2.2.5 Maximum Building Height: 35 feet

2.2.6 Other Bulk and Area Requirements: As established in the RS-3 Zoning District

2.3 Landscaping and Open Space

Landscaping will be provided in accordance with Section 5.2 City of Broken Arrow Zoning Ordinance. All open space reserve areas shall be owned and maintained by the Homeowners' Association. Any landscape material that fails shall be replaced in accordance with the criteria contained in Section 5.2.B.4.d.ii of the Zoning Ordinance. All required fences shall be constructed in accordance with Section 5.2.E of the Zoning Ordinance, with all poles and bracing located on the interior side of the fence. Fencing

plans shall be presented to and approved by the City of Broken Arrow at the same time landscape plans are submitted for review.

2.4 Sidewalks

Sidewalks shall be installed in accordance with the subdivision regulations. Sidewalks shall be constructed by the Owner/Developer in all reserve areas that are adjacent to a street.

2.5 Homeowners' Association

The Elysian Fields Homeowners' Association shall be established subsequent to the filing of the plat and will have as its main objective the maintenance of the reserve/open space areas. Membership in the Elysian Fields Homeowners' Association will be mandatory for all lot owners. Final documents for the Elysian Fields Homeowners' Association will be included in the Deed of Dedication and Restrictive Covenants and will be on file in the Tulsa County Clerk's office, along with the Final Plat, and will include the maintenance agreement and other specific rights and requirements for association members.

SECTION III. HOMEOWNERS' ASSOCIATION

3.1 Formation

The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "Elysian Fields Homeowners' Association, Inc.", an Oklahoma not for profit corporation (the "Association") for the general purposes of the maintenance and ownership of the Common Areas and to enhance the desirability and attractiveness of the Subdivision. The Owner/Developer will control the Association until such time that it is turned over to the Homeowners. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas, and common areas as designated on the plat provided, however, no assessment shall be made or attach to any Lot owned by the Owner/Developer.

3.2 Maintenance

Reserve Areas: The owner of the property associated with the Reserve Areas shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat and the reserve areas are reserved for subsequent conveyance to the Association.

SECTION IV.  
ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

4.1 Enforcement

The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of SECTION I. STREETS, EASEMENTS AND UTILITIES, 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.

4.2 Duration

These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

4.3 Amendment

The covenants contained within SECTION I. STREETS, EASEMENTS AND UTILITIES, may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended by the Owner/Developer unilaterally, in its sole discretion, for so long as the Owner/Developer owns a lot in the Subdivision or a later adjacent subdivision known as "ELYSIAN FIELDS III or IV", or as may be further expanded; and, thereafter, at any time by an instrument in writing signed by the owners of at least sixty percent (60 %) of all lots in the Subdivision; providing, however, that until the Owner/Developer has sold all lots in the Subdivision, the Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the Subdivision. In this Section 4.3, the term "the Subdivision" shall explicitly mean the Plat of "ELYSIAN FIELDS II."

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 of any part hereof as set forth herein, which shall remain in full force and effect.

4.5 Lot owner's Responsibilities

The respective lot owner of each dwelling and said lot owner's builder shall be responsible for all structure design, geotechnical design, foundation design, grading, drainage, and all other structural aspects of the dwelling independent of the Owner/Developer and the Owner/Developer's engineer. The respective lot owner of each dwelling and the lot owner's builder shall be responsible for determining the proper finish floor elevation of the respective dwelling. The finished floor elevation shall be determined relative to, but not limited to: roadways, areas of higher elevations, borrow ditches, culvert pipes, elevation of adjacent lots, etc. It is the dwelling owner's responsibility to prepare the finished grade of each individual home site so as to ensure that storm water is properly managed around the perimeter of the subject home. Said lot owner and its builder shall construct the dwelling in accordance with the municipal, county and state building codes that are customarily applicable in this region to such construction.

IN WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2025.

Elysian Fields Development Company, L.L.C.  
an Oklahoma limited liability company

By: David E. Chamey, President of  
Chamey Properties, Inc., as Manager of Elysian  
Fields Development Company, L.L.C.

State of Oklahoma )  
County of Tulsa ) s.s.

Subscribed and sworn before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2025, by David E. Chamey, Manager of Elysian Fields Development Company, L.L.C.

Notary Public

CERTIFICATE OF SURVEY

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered 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 "ELYSIAN FIELDS II", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

David W. Murdoch  
Registered Professional Land Surveyor  
Oklahoma No. 1404

State of Oklahoma )  
County of Tulsa ) s.s.

The foregoing Certificate of Survey was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by David W. Murdoch

Jack Taber, Notary Public

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

Mayor

Attest: City Clerk

ELYSIAN FIELDS II

Date of Preparation: March 25, 2025

Sheet 2 of 2



# City of Broken Arrow

## Request for Action

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**File #: 25-647, Version: 1**

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### Broken Arrow Planning Commission

**05-08-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of LOT-002116-2025, Woodstone Home Cedar, 3 lots to 1 lot, 0.48 acres, DROD Area 1, located approximately one-eighth mile south of Kenosha Street (71<sup>st</sup> Street) and one-eighth mile east of Elm Place (161<sup>st</sup> Street)

**Background:**

**Applicant:** Monte Allison, Woodstone Homes, Inc.

**Owner:** Monte Allison, Woodstone Homes, Inc

**Developer:** Monte Allison, Woodstone Homes, Inc

**Surveyor:** Collins Land Surveying, Inc

**Location:** Approximately one-eighth mile south of Kenosha Street (71<sup>st</sup> Street) and one-eighth mile east of Elm Place (161<sup>st</sup> Street)

**Size of Tract** 0.48 acres

**Number of Lots:** 1 proposed

**Zoning:** (Downtown Residential Overlay District) DROD-Area 1

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

Lot Split request LOT-002116-2025 involves 0.48 acres platted as Lots 17, 18, & 19, Block 8, Northside Addition. The property is located approximately one-eighth mile south of Kenosha Street (71<sup>st</sup> Street) and one-eighth mile east of Elm Place (161<sup>st</sup> Street). The applicant is requesting this consolidation to facilitate the construction of a new home.

According to FEMA Maps, none of this property is located within the 100-year floodplain.

Water and Sanitary Sewer are available to each lot.

LOT-002116-2025 was discussed by the Technical Advisory Committee on April 29, 2025. Oklahoma Natural Gas (ONG), Public Service Company of Oklahoma (PSO), Windstream, and Cox Communications did not indicate any issues with the proposed lot consolidation.

**Attachments:** Case map  
Aerial  
Survey

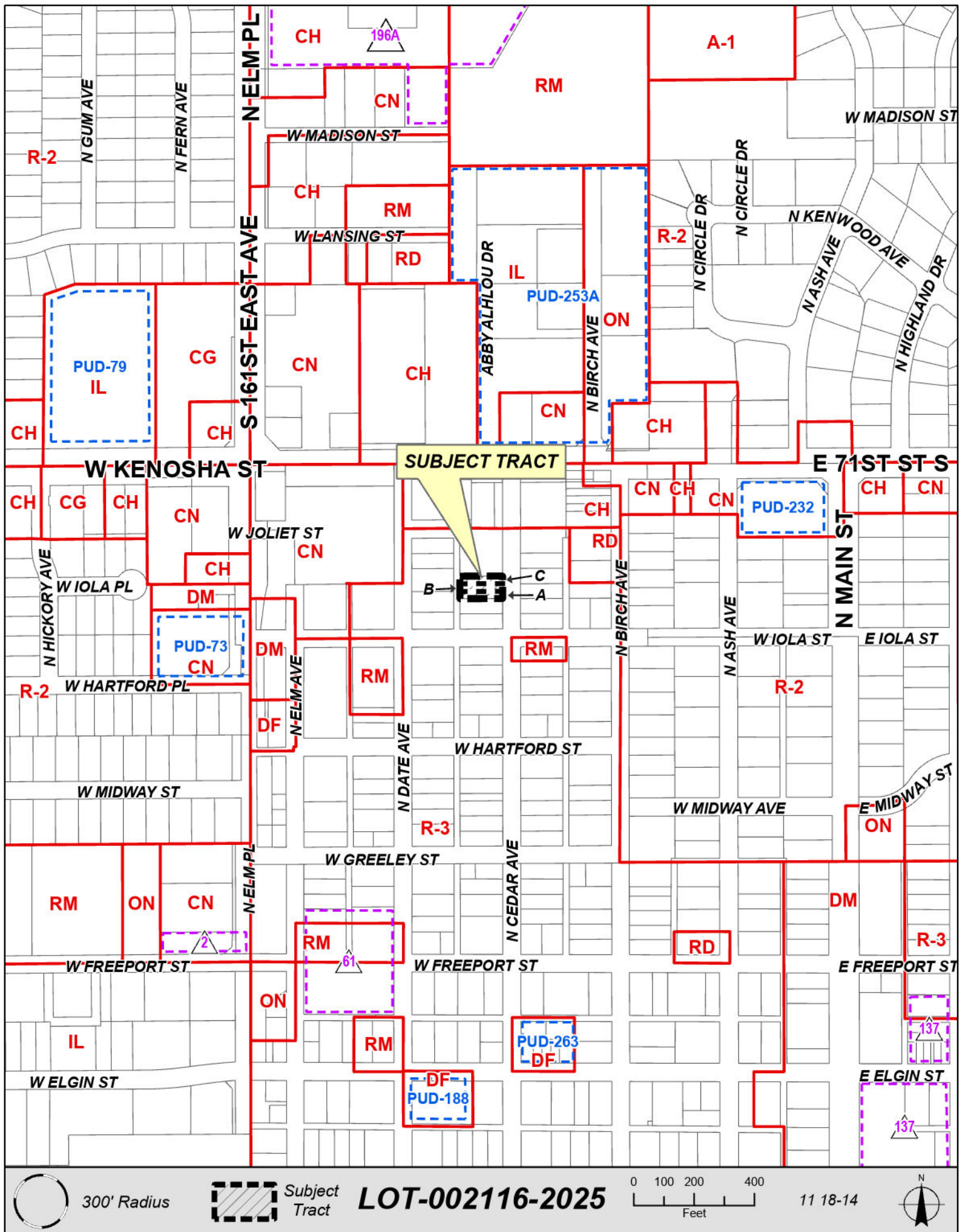
**Recommendation:**

Staff recommends LOT-002116-2025 be approved, subject to the new warranty deed for the parcel being brought to the Planning & Development Division to be stamped prior to being recorded in Tulsa County.

**Reviewed by:** Amanda Yamaguchi

**Approved by: Rocky Henkel**







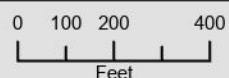


Note: Graphic overlays may not precisely align with physical features on the ground.  
Aerial Photo Date: 2023



Subject  
Tract

**LOT-002116-2025**



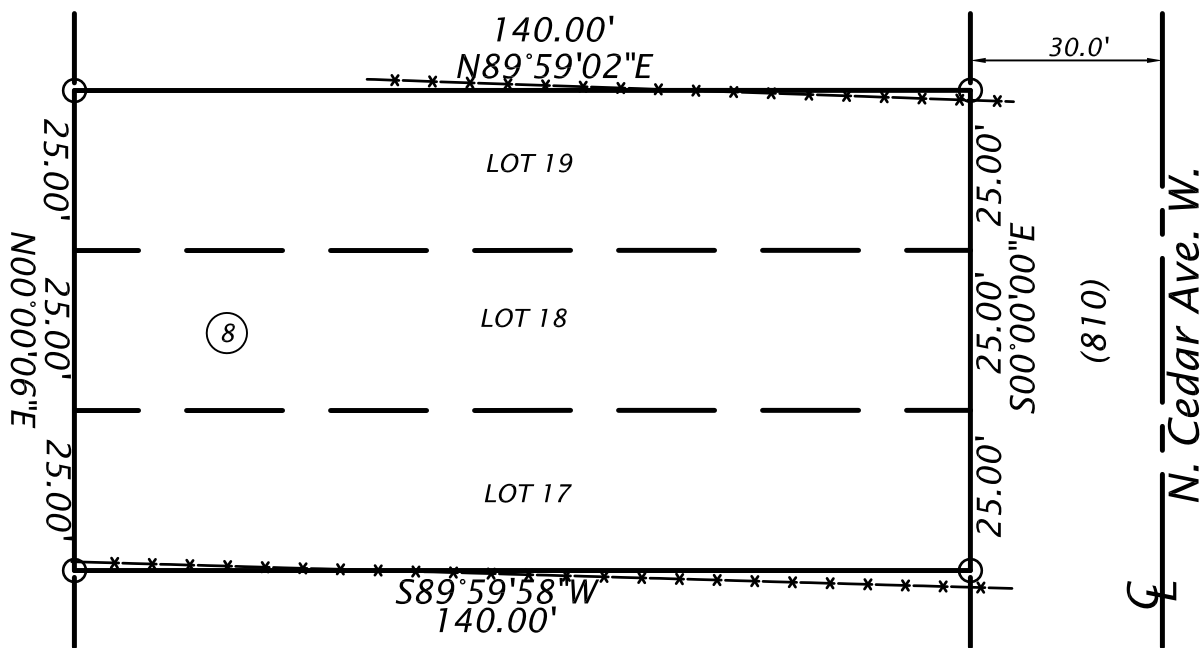
11 18-14





Legal Description

Lots Seventeen (17), Eighteen (18) and Nineteen (19), Block Eight (8), NORTH SIDE ADDITION to Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat No. 509.



Bearings based on an assumed S00°00'00"E along the East line of the subject property as shown.

THIS PLAT IS MADE FOR AND AT THE REQUEST OF:

First American Title Insurance Company

THIS PLAT OF SURVEY 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.

CERTIFICATE

I K.S. COLLINS, REGISTERED LAND SURVEYOR #1259 IN AND FOR THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE ABOVE PLAT AND LEGAL DESCRIPTION REPRESENTS A BOUNDARY SURVEY PERFORMED UNDER MY DIRECT SUPERVISION. THE ABOVE PLAT MAY BE SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAYS OF RECORD. NO RESEARCH OF ABSTRACT OR RECORD OFFICES HAS BEEN CONDUCTED.

COLLINS LAND SURVEYING, INC.  
3340 W. 151st ST. S. – P.O. Box 250  
KIEFER, OK. 74041  
OFFICE (918)321-9400 FAX (918)321-9404  
CA#2656 EXPIRES: 06/30/2020

BOUNDARY SURVEY

Sandra S. Hughes

J.O. NO. 18-11-025 Final: 11/15/2018

LEGEND

- = FD. IRON PIN
- = SET IRON PIN
- X = CHISELED X IN CONC.
- F.M. = FIELD MEASUREMENT

*Sandra S. Hughes*  
K.S. COLLINS  
OKLAHOMA REGISTERED  
LAND SURVEYOR NO. 1259



SEAL



# City of Broken Arrow

## Request for Action

**File #:** 25-650, **Version:** 1

### Broken Arrow Planning Commission 05-08-2025

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of LOT-002129-2025, Aspen Ridge Business Park North, 4 lots to 3 lots, 4.54 acres, CN (Commercial Neighborhood), located approximately one-quarter mile south of Florence Street (111<sup>th</sup> Street), east of Aspen Avenue (145<sup>th</sup> East Avenue)

**Background:**

**Applicant:** Brian Daniel, Oak Trust Development  
**Owner:** Brian Daniel, Oak Trust Development  
**Developer:** Brian Daniel, Oak Trust Development  
**Surveyor:** GEODECA Land Surveying  
**Location:** One-quarter mile south of Florence Street (111th Street), east of Aspen Avenue (145th East Avenue)  
**Size of Tract:** 4.54 acres  
**Number of Lots:** 4 existing, 3 proposed  
**Zoning:** CN (Commercial Neighborhood)  
**Comp Plan:** Level 3 (Transition Area)

Lot Split request LOT-002129-2025 involves 4.54 acres platted as Lots 1, 2, & 3, Block 1 and Lot 1, Block 2, Aspen Ridge Business Park North. The property is located one-quarter mile south of Florence Street (111th Street), east of Aspen Avenue (145th East Avenue). The applicant is requesting to reconsolidate these 4 lots and re-split them into 3 lots to facilitate future development.

The CN zoning district has minimum lot area and frontage requirements as shown below. All lots created by this lot split meet the dimensional requirements of the zoning district.

	CN Zoning District	North Tract	South Tract	Remainder Tract
Minimum Area:	None	0.79 acres	0.90 acres	2.86 acres
Minimum Frontage:	100'	102' + 248'	~183'	~432.85

According to FEMA Maps, none of this property is located within the 100-year floodplain.

Water and Sanitary Sewer are available to each lot.

LOT-002129-2025 was discussed by the Technical Advisory Committee on April 29, 2025. Oklahoma Natural



Gas (ONG), Public Service Company of Oklahoma (PSO), Windstream, and Cox Communications did not indicate any issues with the proposed lot split.

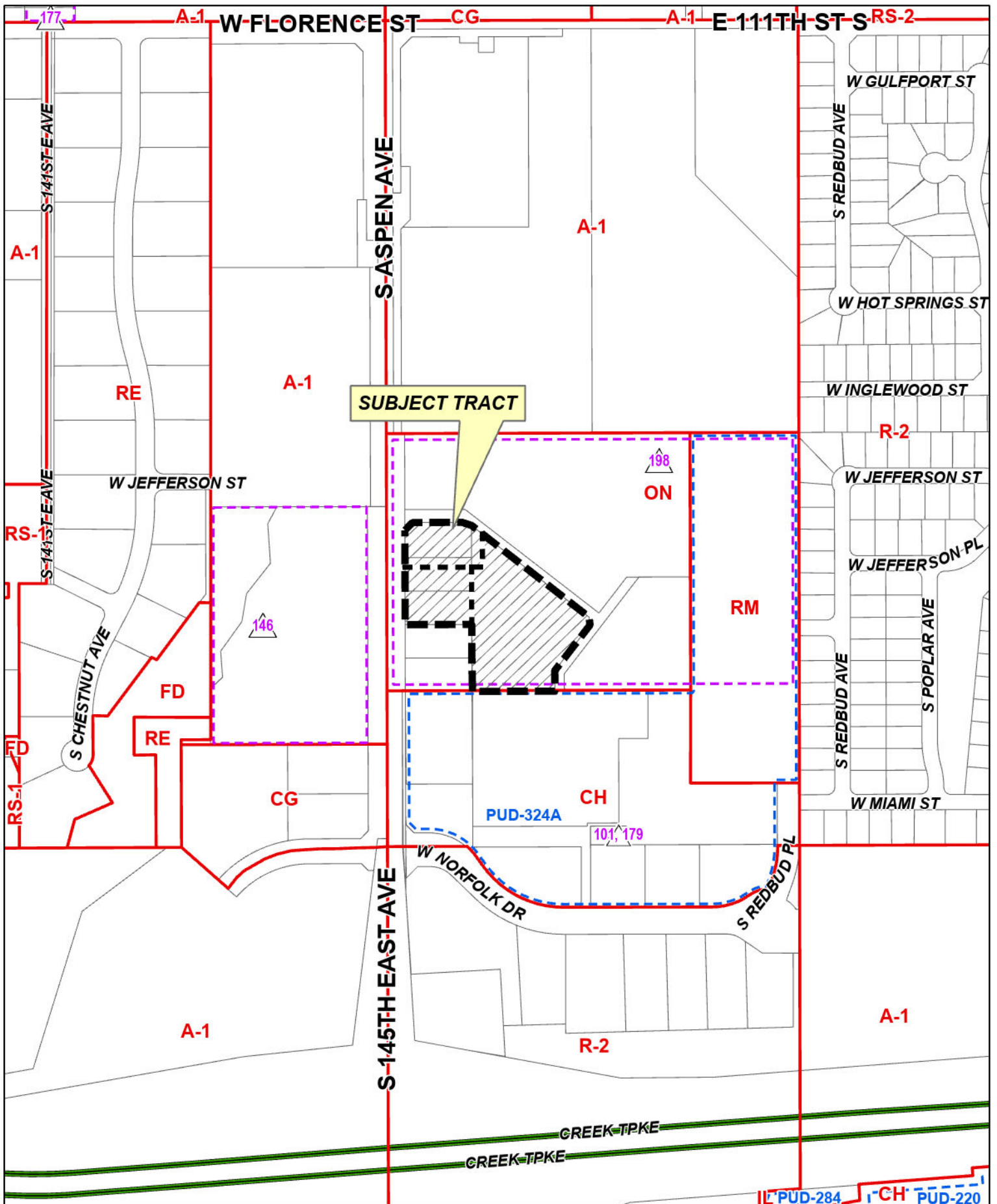
**Attachments:** Case map  
Aerial  
Exhibit  
Aspen Ridge Business Park North Plat

**Recommendation:**

Staff recommends LOT-002129-2025 be approved, subject to new warranty deeds for all parcels being brought simultaneously to the Planning & Development Division to be stamped prior to being recorded in Tulsa County.

**Reviewed by:** Amanda Yamaguchi

**Approved by:** Rocky Henkel



LOT-002129-2025

34 18-14



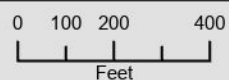


Note: Graphic overlays may not precisely align with physical features on the ground.  
Aerial Photo Date: 2023



Subject  
Tract

**LOT-002129-2025**



34 18-14





LEGAL DESCRIPTIONS:

PARENT TRACTS (before adjustment)

Lot One (1), Lot Two (2) and Lot Three (3) of Block One (1) and Lot One (1) of Block Two (2), "ASPEN RIDGE BUSINESS PARK NORTH" an addition to the City of Broken Arrow, Tulsa County, Oklahoma, filed as Plat #7152 at the office of the Tulsa County Clerk.

Having a total area of 197,880 Square Feet or 4.5427 Acres

NORTH TRACT

Lot One (1) of Block One (1) and the North 31.00 feet of Lot Two (2) of Block One (1), and a part of Lot One (1) of Block Two (2) of, "ASPEN RIDGE BUSINESS PARK NORTH" an addition to the City of Broken Arrow, Tulsa County, Oklahoma, filed as Plat #7152 at the office of the Tulsa County Clerk, more particularly described as follow; Beginning at the Northwest corner of said Lot One (1) of Block One (1), thence along the North line of said Lot One (1), N90°00'00"E a distance of 158.25 feet; thence S71°45'50"E a distance of 31.57 feet to the Northwest corner of said Lot One (1) of Block Two (2); thence S51°46'25"E a distance of 44.50 feet; thence S00°05'22"W a distance of 106.04 feet; thence N89°53'38"W a distance of 248.25 feet; thence along the West line of said Block One (1), N00°05'22"E a distance of 118.00 feet; thence N45°02'41"E a distance of 35.38 feet to the Point of Beginning.

Having a total area of 34,269 Square Feet or 0.7867 Acres

SOUTH TRACT

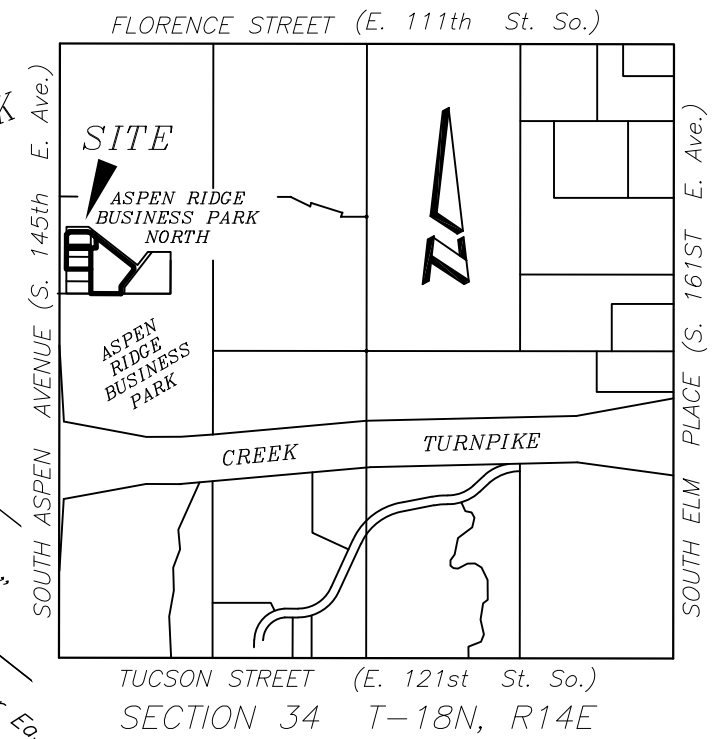
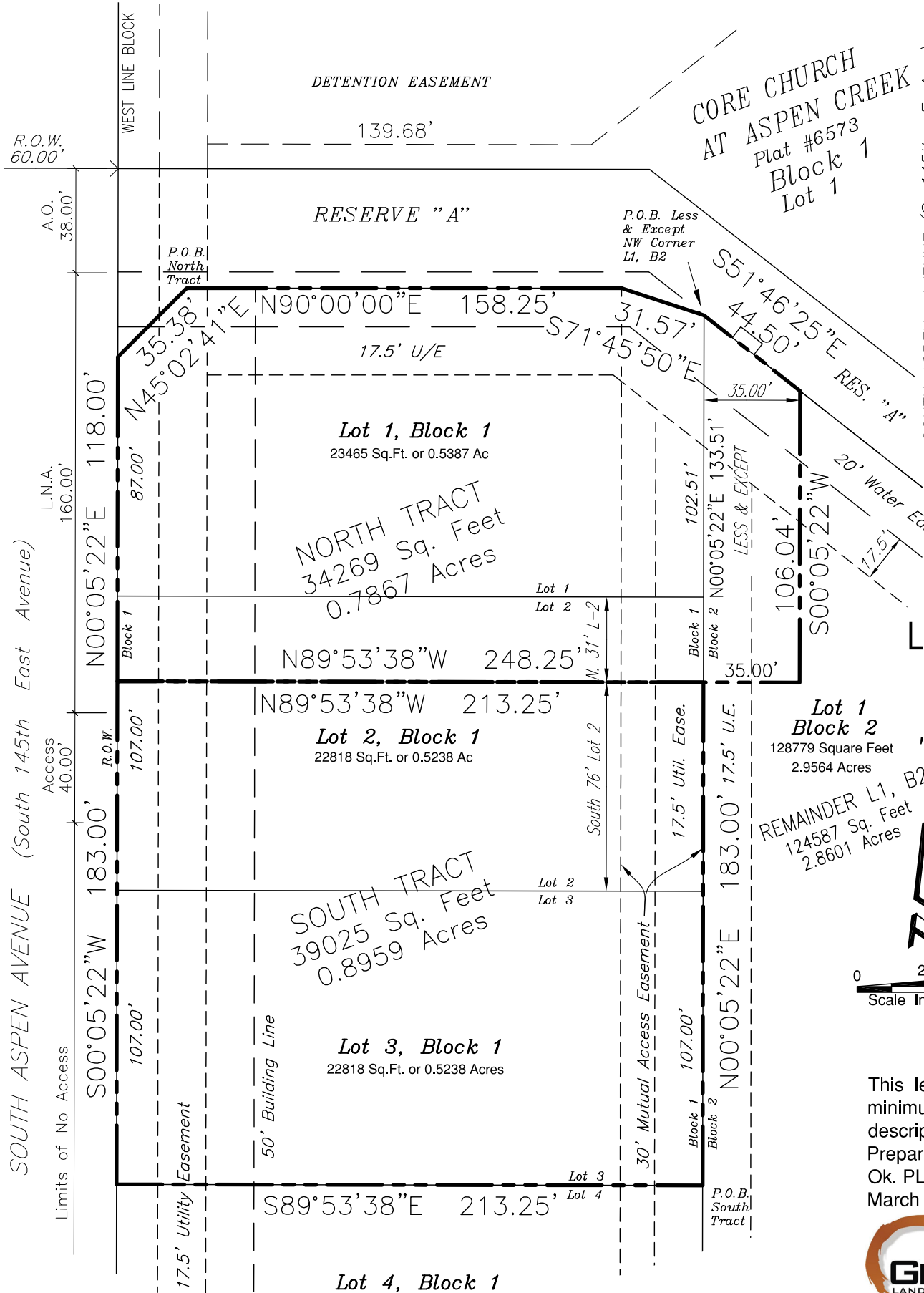
Lot One (3) of Block One (1) and the South 76.00 feet of Lot Two (2) of Block One (1), "ASPEN RIDGE BUSINESS PARK NORTH" an addition to the City of Broken Arrow, Tulsa County, Oklahoma, filed as Plat #7152 at the office of the Tulsa County Clerk, more particularly described as follow. Beginning at the Southeast corner of said Lot Three (3), thence along the East line of said Block One (1), N00°05'22"E a distance of 183.00 feet; thence N89°53'38"W a distance of 213.25 feet; thence along the West line of said Block One (1), S00°05'22"W a distance of 183.00 feet; thence S89°53'38"E a distance of 213.25 feet to the Point of Beginning.

Having a total area of 39,025 Square Feet or 0.8959 Acres

REMAINDER (remainder of Lot1, Block 2)

Lot One (1) of Block Two (2), "ASPEN RIDGE BUSINESS PARK NORTH" an addition to the City of Broken Arrow, Tulsa County, Oklahoma, filed as Plat #7152 at the office of the Tulsa County Clerk, Less and Except a part thereof described as; Beginning at the Northwest corner of said Lot One (1) of Block Two (2); thence S51°46'25"E a distance of 44.50 feet; thence S00°05'22"W a distance of 106.04 feet; thence N89°53'38"W a distance of 35.00 feet; thence along the West line of said Block Two (2), N00°05'22"E a distance of 133.51 feet to the Point of Beginning.

Having a total area of 124,587 Square Feet or 2.8601 Acres



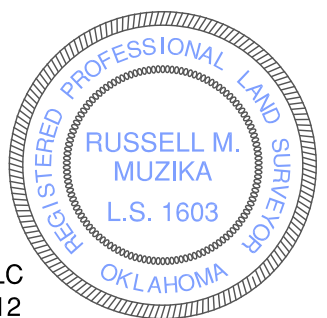
LOT LINE ADJUSTMENT EXHIBIT  
Lot 1, Lot 2 and Lot 3 of Block 1,  
and, Lot 1 of Block 2,  
"ASPEN RIDGE BUSINESS PARK NORTH"  
City of Broken Arrow, Tulsa County

Bearings based on the West line of the NW/4 of Section 34, T18N, R14E, Tulsa County having a bearing of S00°05'22"W per Plat #6573

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Russell M. Muzika, Ok. PLS No. 1603 March 20, 2025



GEODECA LLC  
P.O. Box 33012  
Tulsa Oklahoma 74153  
(918) 949 4065  
CA # 5524 renewal date 6/30/2026





OWNER:  
S3 BA North, LLC  
9640 SO. 67TH E. AVE  
TULSA, OKLA. 74133  
PHONE: 918-550-9176  
CONTACT: Brian Daniel  
Email:  
brian@seddevelopmentgroup.com

ENGINEER:  
ROUTE 66 ENGINEERING  
5 S MAIN STREET  
SAPULPA, OK 74066  
PHONE: 918-852-1458  
CONTACT: Billy Cox  
Email: bcox@66eng.com  
CA #8853 exp 6/30/2025

SURVEYOR:  
GEODECA, LLC  
P.O. Box 33012  
TULSA, OKLAHOMA 74153 PHONE:  
918-949-4064  
RUSSELL MUZIK, PLS OK#1603  
EMAIL: rmuzika@geodeca.com CA  
#5524 exp 6/30/2026

- NOTES:
1. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED BY FEE-IN-LIEU OF DETENTION DETERMINATION DD-031022-14
  2. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.
  3. 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 DESCRIPTIONS.
  4. THE BASIS OF BEARINGS FOR THE SURVEY SHOWN THEREON IS THE WEST LINE OF THE NW/4 OF SECTION 4, T18N, R14E, I.B.M. BEING S0°05'22"W AS SHOWN ON PLAT #6573
  5. MONUMENTS FOUND AT PROPERTY CORNERS SHOWN OR A 5/8" Rebar or 3/8" Rebar WITH CAP OR MAG NAIL WITH WASHER "CA5524" OR WITNESS CAPS
  6. BENCHMARK #1: WEST 1/4 CORNER, SECTION 34 MAG NAIL/WASHER "CA 5524" N=369694.33, E=2614726.25 (OK SPC N3501) ELEVATION: 686.47 NAVD88
  7. FEMA Special Flood Hazard Area ZONE "X" FIRM Panel #40143C0452L 10/16/2012 FIRM Panel #40143C0456M 9/30/2016
  8. The streets in Reserve "A" are not eligible to be dedicated to the city do to the limiting width of the reserve and are not in compliance with the Engineering Design Criteria Manual.

LEGEND

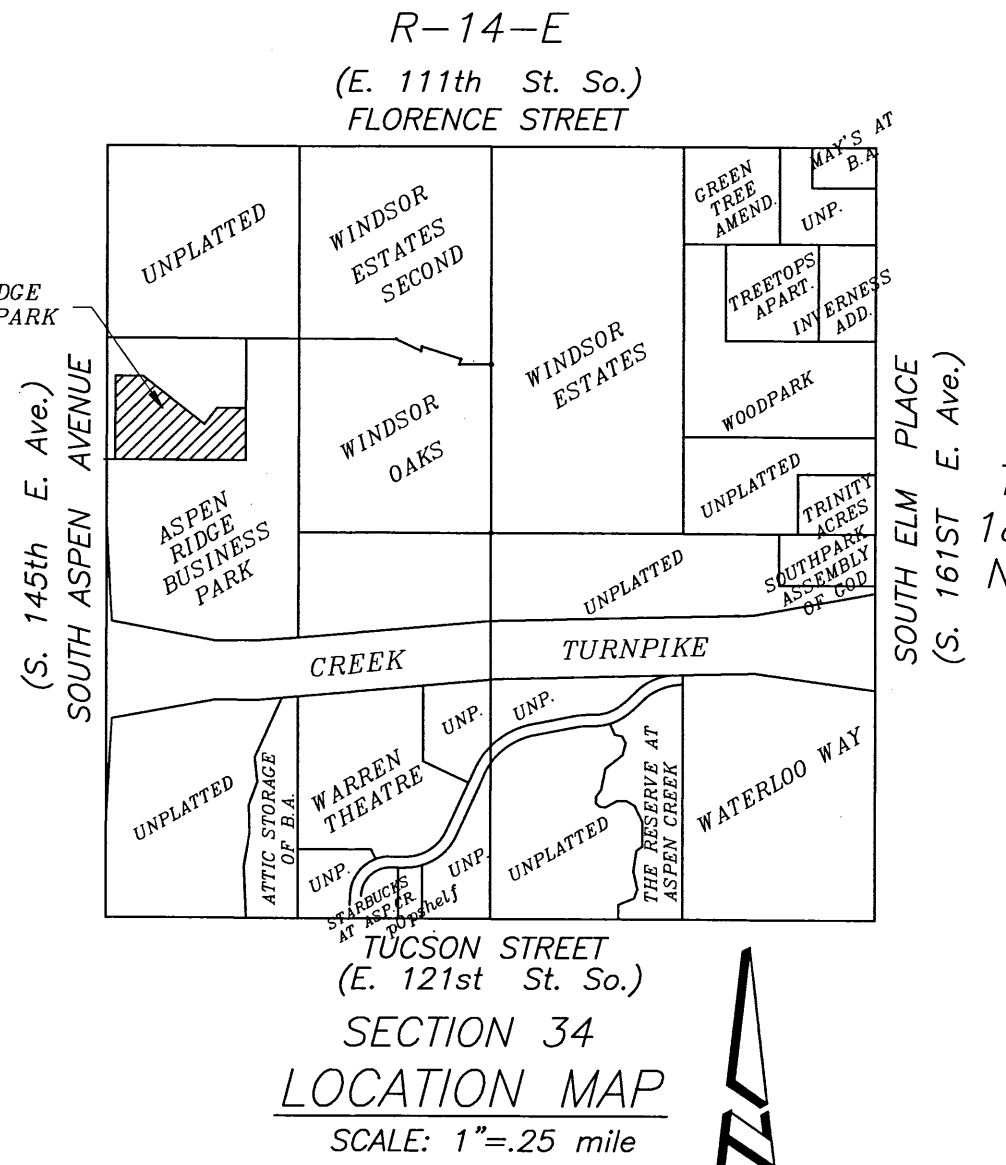
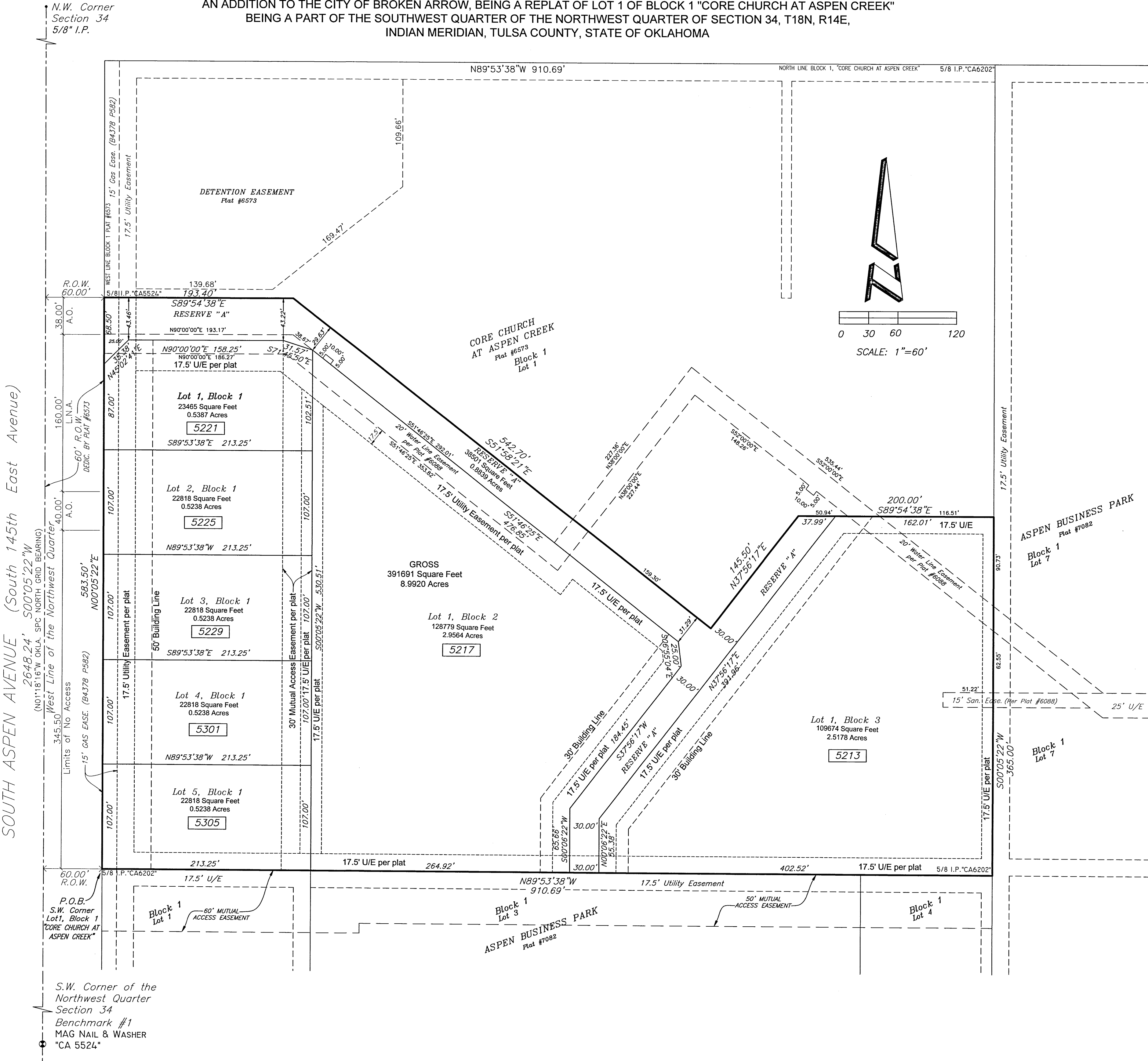
AC	ACREAGE
A.O.	ACCESS OPENING
B.L.	BUILDING LINE
D.E.	DRAINAGE EASEMENT
EASE	EASEMENT
ELEV	ELEVATION
F.F.	FINISH FLOOR
I.P.	IRON PIN (REBAR)
L.N.A.	LIMITS OF NO ACCESS
M.A.E.	MUTUAL ACCESS EASEMENT
O.D.E.	OVERLAND DRAINAGE EASE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
S.P.C.	STATE PLANE COORDINATE
U/E	UTILITY EASEMENT

5221 ADDRESS

FINAL PLAT

ASPEN RIDGE BUSINESS PARK NORTH

AN ADDITION TO THE CITY OF BROKEN ARROW, BEING A REPLAT OF LOT 1 OF BLOCK 1 "CORE CHURCH AT ASPEN CREEK"  
BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, T18N, R14E,  
INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA



SUBDIVISION STATISTICS

BLOCKS: 3  
LOTS: 7  
RESERVES: 1

SUBDIVISION AREA GROSS:  
391,691 Square Feet or 8.9920 Acres

BLOCK 1:  
LOT 1 23465 Square Feet or 0.5387 Acres  
LOT 2 22818 Square Feet or 0.5238 Acres  
LOT 3 22818 Square Feet or 0.5238 Acres  
LOT 4 22818 Square Feet or 0.5238 Acres  
LOT 5 22818 Square Feet or 0.5238 Acres

BLOCK 2:  
LOT 1 128779 Square Feet or 2.9564 Acres

BLOCK 3:  
LOT 1 109674 Square Feet or 2.5178 Acres

RESERVE A: 38501 Square Feet or 0.8839 Acres

ADDRESS:

BLOCK	LOT	ADDRESS
1	1	5221 SO. ASPEN AVE.
1	2	5225 SO. ASPEN AVE.
1	3	5229 SO. ASPEN AVE.
1	4	5301 SO. ASPEN AVE.
1	5	5305 SO. ASPEN AVE.
2	1	5217 SO. ASPEN AVE.
3	1	5213 SO. ASPEN AVE.

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$17,669.00 per trust receipt no.17550 to be applied to 2024 taxes. This certificate is NOT to be construed as payment of 2024 taxes in full but is given in order that this plat may be filed on record. 2024 taxes may exceed the amount of the security deposit.

Dated: 08/01/2024  
John M. Fetherhill  
Tulsa County Treasurer  
By: [Signature]  
Deputy

APPROVED 4-11-24 by the City Council of the City of Broken Arrow, Oklahoma.

Mayor  
Attest: City Clerk, Deputy

ASPEN RIDGE BUSINESS PARK NORTH  
FINAL PLAT - July 29, 2024  
(PR-000415-2023) Sheet 1 of 2



FINAL PLAT

# ASPEN RIDGE BUSINESS PARK NORTH

AN ADDITION TO THE CITY OF BROKEN ARROW, BEING A REPLAT OF LOT 1 OF BLOCK 1 "CORE CHURCH AT ASPEN CREEK"  
BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, T18N, R14E,  
INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS ASPEN RIDGE BUSINESS PARK NORTH

### KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, S3 BA NORTH, LLC is the sole owner in fee simple, hereinafter referred to as the "Developer" of the following described real property in Tulsa County, State of Oklahoma, (the "Property") to-wit;

A Part of Lot One (1) of Block One (1) OF "CORE CHURCH AT ASPEN CREEK", an addition to the city of Broken Arrow, Tulsa County, State of Oklahoma, filed as plat #6573 at the office of the Tulsa County Clerk, being more particular described as follows; Beginning at the Southwest corner of said Lot One (1); Thence along the West line of said lot One (1), N00°05'22"E a distance of 583.50 feet; Thence S89°54'38"E a distance of 193.40 feet; Thence S51°58'21"E a distance of 542.70 feet; Thence N37°56'17"E a distance of 145.50 feet; Thence S89°54'38"E a distance of 200.00 feet; Thence along the East line of said Lot One (1), S00°05'22"W a distance of 365.00 feet; Thence along the South line of said Lot One (1), N89°53'38"W a distance of 910.69 feet to the Point of Beginning.

Having an area of 391691 Square Feet or 8.9920 Acres.

Bearings based on the platted lines of "CORE CHURCH AT ASPEN CREEK", An addition to the city of Broken Arrow, Filed as plat #6573 at the office of the Tulsa County Clerk

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above land, under the name of "ASPEN RIDGE BUSINESS PARK NORTH", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

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

- 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, 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 is within the utility easements depicted on the accompany 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 or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences that do not constitute an obstruction. Private service lines and private storm sewer lines may cross the public utility easements but not be located in the easement and run parallel inside the easement. Franchise utilities defined in section 1.2 may be located in the public utility easements.
- ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE. In connection with the installation of underground electric, telephone, cable television and natural gas service, the lot is subject to the following:
  - Overhead pole lines for the supply of electric, telephone and cable television service may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the Subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for the general utility services and in the rights-of-ways of the public streets, as depicted on the attached plat. Service pedestal and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.
  - Except for buildings on the lot described in paragraph "a" above, which may be served from overhead electric service lines, underground service cables and gas service lines to all buildings which may be located 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 building as may be located upon said lot; provided that upon that the installation of such a service cable or a gas service line to a particular building, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or gas line, extending from the service pedestal transformer or gas main to the service entrance on the building.
  - The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have the right of access to all such easements shown on the plat to 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 owner of ASPEN RIDGE BUSINESS PARK NORTH shall be responsible for the protection of the underground electric, telephone, cable television or gas service lines 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 service line facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of ASPEN RIDGE BUSINESS PARK NORTH will pay for damage or relocation so such facilities caused or necessitated by acts of such owner of his agents or contractors.
  - The foregoing covenants set forth in this paragraph "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.
  - ONG's easement(s) recorded in Book 4378, Page 582 to remain in full force and effect. ONG's easement(s) pre-date the right-of-way dedication in this plat may prohibit or limit certain uses of ONG's right-of-way, including paving, other utility lines, and permanent structures, without ONG's prior written consent.

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

- Owner of the each Lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on their lot.
- Within the utility easements 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, 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.
- All private storm sewer is the responsibility of the lot owner.

- The foregoing covenants set forth in the above paragraphs shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the Owners of the Lots agrees to be bound.

### 4. OWNER RESPONSIBILITY WITHIN EASEMENTS.

The owner of the ASPEN RIDGE BUSINESS PARK NORTH shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the plat in the event it is necessary to install, maintain, replace or remove any underground water or sewer mains, electric, gas service lines, cable television, telephone service.

### 5. LAND USE.

All construction is to be strictly according to the City of Broken Arrow, Oklahoma, zoning codes.

### 6. 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, by the Owner/Developer of each lot. Sidewalks will be constructed at the time a building permit is issued on a lot.

### 7. 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.

### 8. BUILDING MATERIALS

Building designs, facades and materials shall comply with the minimum standards set forth in all applicable City of Broken Arrow ordinances and regulations.

### 9. LANDSCAPED AREA AND SCREENING

All landscaping and screening shall meet or exceed the requirements and ordinances of the City of Broken Arrow.

### 10. RESERVE AREAS

Reserve "A" is an Area designated for a private drive and shall be maintained by the owner/developer.

### 11. MUTUAL ACCESS EASEMENTS

Mutual access easements, depicted as "MUTUAL ACCESS EASEMENT" on the accompanying plat, are hereby established for the purposes of permitting vehicular and pedestrian access to and from the streets and areas adjacent to and within the "Property". Such easement shall be for the mutual use and benefit of owners of lots within the "Property", their respective guests, invitees, successors and assigns, and shall be appurtenant to each affected lot owner, provided governmental agencies and the suppliers of utility services shall have the reasonable use of such easements incidental to the provision of services to the lots within the "Property".

### G. LIMITS OF NO ACCESS

The owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to the streets as depicted on this plat as "LIMITS OF NO ACCESS" (LNA). Limits of access and no access may be amended or released by the Broken Arrow Planning Commission, or its successor and with the approval of the City of Broken Arrow.

### ACCESS AND CIRCULATION

Primary access to the site shall be provided through two existing access drives onto Aspen Avenue. Final plans for access will be determined during the platting process.

Driveways along Aspen Avenue are existing and no new driveways allowed off of Aspen Avenue.

Sidewalks are existing along the Aspen Avenue frontage. Sidewalks along streets shall be constructed by the developer of each lot at the time of development and in accordance with the City of Broken Arrow Subdivision Regulations. Sidewalks shall be a minimum of five feet in width, ADA compliant, and shall tie into other sidewalks abutting the site boundaries. Any sidewalks which are proposed outside of the public right-of-way shall be placed in a public sidewalk easement.

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

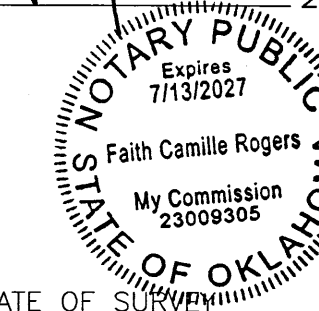
- The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth in Section I hereof with respect to such covenants only, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years. The covenants and restrictions may be amended or modified at any time by the S3 BA NORTH, L.L.C.
- S3 BA NORTH, L.L.C., reserves the right in its sole discretion and without joinder of any party to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by Oaktrust Development, L.L.C. and filed in the County Clerk's office in the Court House of Tulsa County, Oklahoma.

In witness whereof STEVEN EASLEY has executed this instrument on this 31 day of JULY, 2024.

S3 BA NORTH, LLC  
an Oklahoma Limited Liability Company  
By: [Signature]  
Managing Member

STATE OF OKLAHOMA }  
COUNTY OF TULSA }

This instrument was acknowledged before me on this 31 day of JULY, 2024, by STEVEN EASLEY for S3 BA North, LLC  
Faith Camille Rogers  
Notary Public



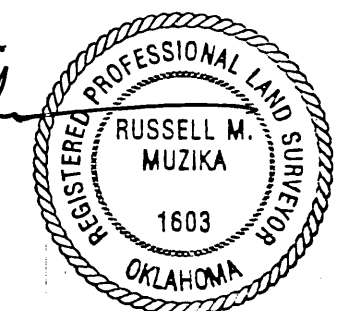
My Commission expires:

### CERTIFICATE OF SURVEY

I, Russell M. Muzika, of GEODECA LLC, A Licensed Professional Land Surveyor in the State of Oklahoma do hereby certify that I have carefully and accurately surveyed, subdivision, and platted the tract of land described above and that the accompanying plat designated herein as "ASPEN RIDGE BUSINESS PARK NORTH" an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma is a true representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the practice of land surveying.

Executed this 31 Day of JULY, 2024

Russell M. Muzika  
Russell M. Muzika  
Professional Land Surveyor Okla. #1603  
GEODECA LLC CA #5524  
Renewal June 30, 2026



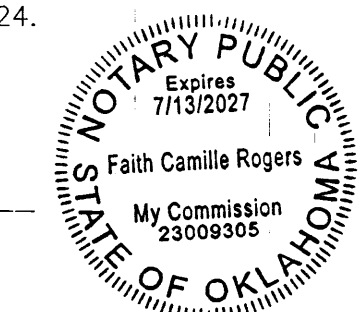
State of Oklahoma )  
County of Tulsa ) SS.

This instrument was acknowledged before me on

This 31 Day of JULY, 2024.

By Russell M. Muzika  
GEODECA LLC, An Oklahoma Corporation

Faith Camille Rogers  
NOTARY PUBLIC



23009305 7-13-2027  
COMMISSION NO. / EXPIRATION DATE

ASPEN RIDGE BUSINESS PARK NORTH  
FINAL PLAT - July 29, 2024  
(PR-000415-2023) Sheet 2 of 2



# City of Broken Arrow

## Request for Action

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**File #:** 25-646, **Version:** 1

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**Broken Arrow Planning Commission  
05-08-2025**

**To:** Chair and Commission Members  
**From:** Community Development Department  
**Title:**

Public hearing, consideration, and possible action regarding SP-002108-2025, Ian's Auto Service, CH (Commercial Heavy), one-quarter mile north of Houston Street (81st Street), east of Lynn Lane Road (9th Street)

**Background:**

**Applicant:** Jacob Davis

**Owner:** Jacob Davis, Ian's Auto Service

**Developer:** Jacob Davis, Ian's Auto Service

**Architect:** NA

**Location:** One-quarter mile north of Houston Street (81st Street), east of Lynn Lane Road (9th Street)

**Size of Tract:** 0.85 acres

**Number of Lots:** 1

**Present Zoning:** CH (Commercial Heavy)

**Comp Plan:** Level 4 (Commercial/Employment Nodes)

SP-002108-2025 is a request for a Specific Use Permit to allow up to 10% major vehicle repair on property located one-quarter mile north of Houston Street (81st Street), east of Lynn Lane Road (9th Street). The property has been platted as Lot 5 Block 1 of Lynn Lane Business Park II and is zoned CH (Commercial Heavy).

Minor vehicle service and repair is an allowed use by right in the CH zoning district. The definition of minor repair is shown below.

**g. Vehicle Service and Repair, Minor**

An establishment engaged in light maintenance activities such as engine tune-ups; oil change or lubrication; carburetor cleaning; muffler replacement; brake repair; tire shops; and detailing and polishing. Vehicle parts are sold and are ordinarily installed on the premises. Major automotive repairs are prohibited except where specifically permitted by terms of a specific use approval.

According to the applicant, some of the repair activities that take place on the property fall within the definition of major repair, shown below.

**f. Vehicle Service and Repair, Major**

An establishment engaged in the major repair and maintenance of automobiles, motorcycles, trucks, vans, trailers, recreational vehicles, boats, mobile homes, or snowmobiles. Services include engine, transmission, or differential repair or replacement; body, fender, or upholstery work; and painting.

In order to bring this property into compliance, Staff has recommended that the Applicant apply for a specific use permit to allow up to 10% of the activity on the site to fall under the definition of major automotive repairs. Allowances for major vehicle service and repairs are permitted by the zoning ordinance. In addition, the surrounding land uses are compatible with these uses, with property zoned IL, located directly behind the subject tract. Major vehicle service and repair is a permitted use in IL.

**SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN**

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Development Guide	Zoning	Land Use
North	Level 6	CH	Commercial
East	Level 6	IL	Industrial Light
South	Level 6	CH	Commercial
West	Public/Semi-Public	R-2	BA Options Academy

According to Section 6.5.C.8 of the Zoning Ordinance, a Specific Use Permit can be approved only if the City Council finds that all of the following criteria have been met:

- a. The proposed use is consistent with the comprehensive plan and all applicable provisions of this Ordinance and applicable state and federal regulations;
- b. The proposed use is consistent with the purpose and intent of the zoning district in which it is located;
- c. The proposed use is consistent with any applicable Specific Use Permit standards set forth in Section 3.2, *Specific Use Permit Standards*;
- d. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);
- e. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent practicable;
- f. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service for existing development;



- g. Adequate assurances of continuing maintenance have been provided.

In Staff's opinion, SP-002108-2025 is consistent with the above criteria.

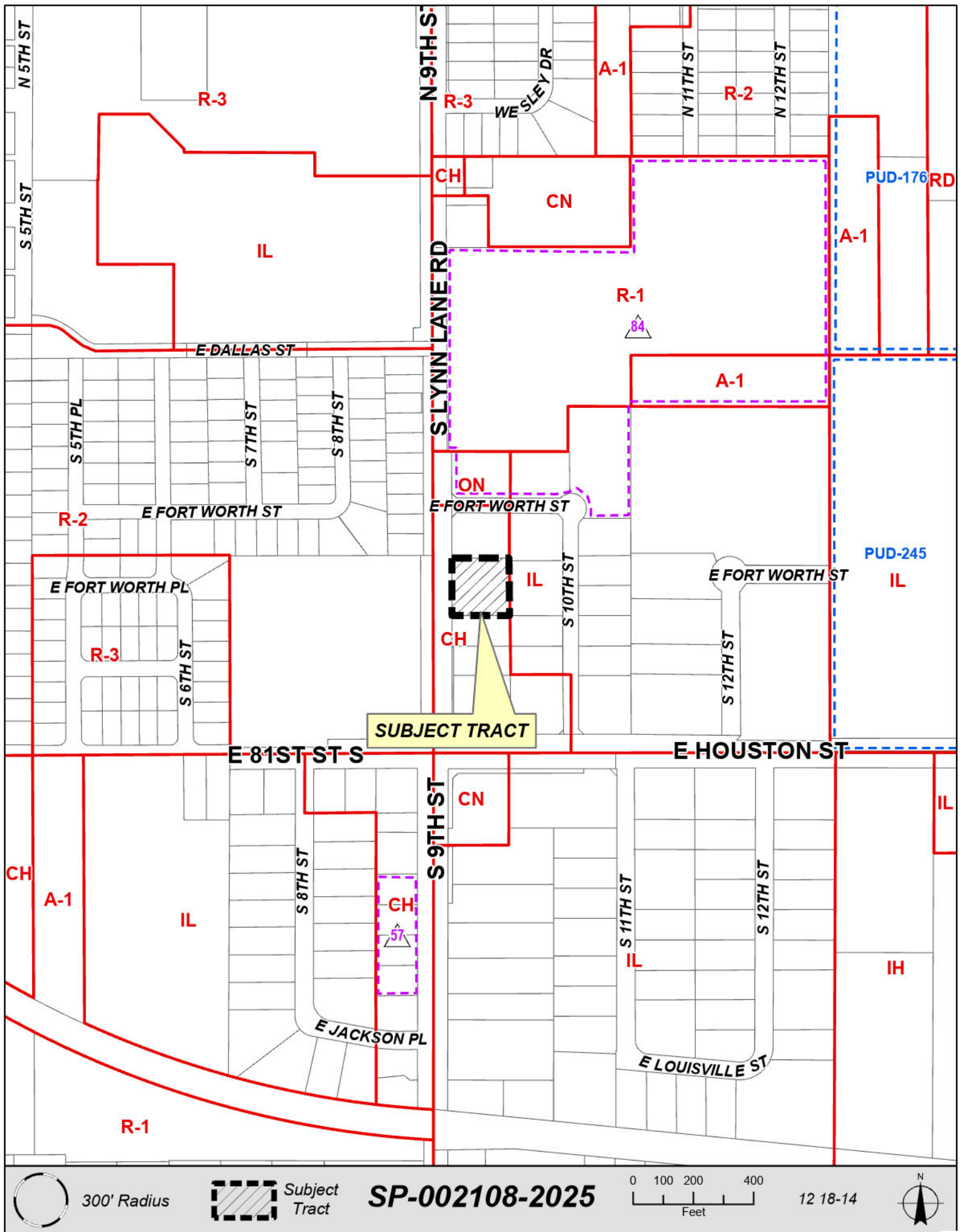
**Attachments:** Case map  
Aerial photo  
Comprehensive Plan

**Recommendation:**

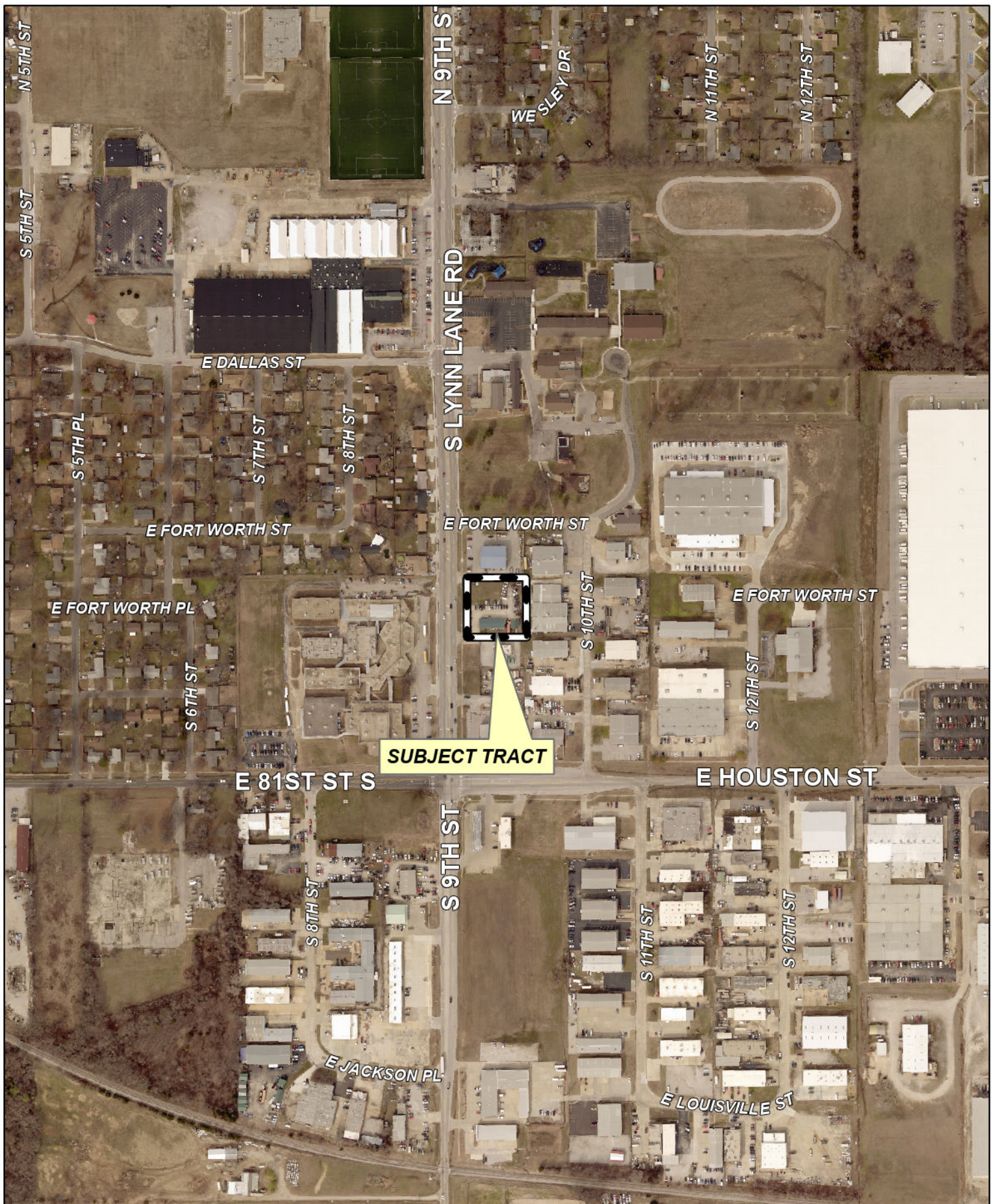
Based on the Comprehensive Plan, the surrounding land uses, the location of the property, and requirements of the Zoning Ordinance, Staff recommends SP-002108-2025 be approved

**Reviewed By: Amanda Yamaguchi**

**Approved By: Rocky Henkel**







Note: Graphic overlays may not precisely align with physical features on the ground.  
Aerial Photo Date: 2023



Subject  
Tract

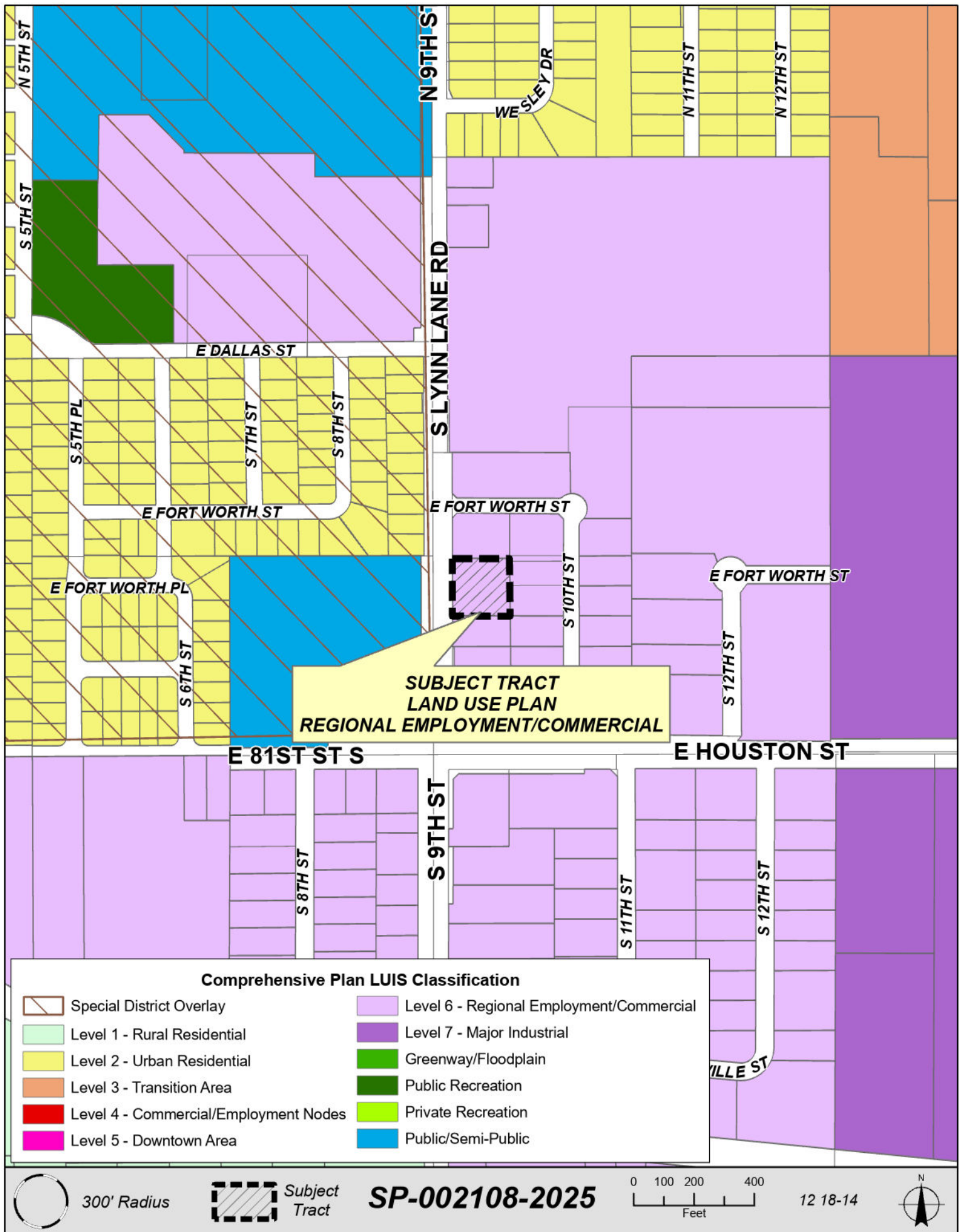
**SP-002108-2025**

0 100 200 400  
Feet

12 18-14









# City of Broken Arrow

## Request for Action

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**File #:** 25-651, **Version:** 1

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**Broken Arrow Planning Commission**  
**05-08-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Public hearing, consideration, and possible action regarding SP-002098-2025 (Specific Use Permit), South Park Square, 2.16 acres, CG (Commercial General), north of West Jasper Street (131st Street), and one-quarter mile west of Elm Place (161st E Avenue)

**Background:**

**Applicant:** Ryan Matthews, MH Pro Builders, LLC  
**Owner:** James Matthews, Fusion Properties, LLC  
**Engineer:** N/A

**Location:** North of West Jasper Street (131st Street), and one-quarter mile west of Elm Place (161st E Avenue)

**Size of Tract** 2.16 acres

**Number of Lots:** 1

**Present Zoning:** CG (Commercial General)

**Comp Plan Present:** Level 4

SP-002098-2025 has been requested to be withdrawn by the applicant.

**Attachments:** None

**Recommendation:**

This item is withdrawn, no action is required.

**Reviewed By:** Amanda Yamaguchi

**Approved By:** Rocky Henkel



# City of Broken Arrow

## Request for Action

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**File #:** 25-656, **Version:** 1

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**Broken Arrow Planning Commission  
05-08-2025**

**To:** Chair and Commission Members  
**From:** Community Development Department  
**Title:**

Consideration, discussion, and possible approval of building elevations for SITE-002126-2025, McDonald's at Peak, 1.31 acres, A-1 (Agricultural) to CH (Commercial Heavy) via BAZ-001744-2024, located one-half mile north of Tucson Street (121<sup>st</sup> Street), west of Aspen Avenue (145<sup>th</sup> E. Avenue), north of the Creek Turnpike

**Background:**

**Applicant:** Ofi Chito Real Estate  
**Owner:** Peak Broken Arrow, LLC  
**Developer:** McDonald's USA, LLC  
**Engineer:** Langan Engineering and Environmental Services, LLC  
**Location:** One-half mile north of Tucson Street (121st Street), west of Aspen Avenue (145th E. Avenue)  
**Size of Tract** 1.31 acres  
**Number of Lots:** 1  
**Present Zoning:** A-1 (Agricultural) to CH (Commercial Heavy) via BAZ-001744-2024  
**Comp Plan:** Level 6 (Regional Employment/Commercial)

A site plan was submitted on April 1, 2025, for a proposed restaurant with drive-thru located one-half mile north of Tucson Street, west of Aspen Avenue. The property was rezoned from A-1 (Agricultural) to CH (Commercial Heavy) via BAZ-001744-2024 pending platting on October 15, 2024. On April 22, 2025, the applicant requested a façade variance and provided updated elevations.

According to Section 5.8.G.1 of the Zoning Ordinance, all new construction in the CH district shall have street-facing façades constructed of masonry, concrete panels, glass block, glass curtain walls, EIFS (Exterior Insulated Finished Systems), or stucco, and that EIFS shall not be the primary façade material. In this section, the Planning Commission is given the power to grant façade variances to these requirements on a case-by-case basis.

The building is proposed to include aluminum wood-look battens comprising 12.82% of the façade materials and metal paneling comprising 7.62% of the façade materials.

**Attachments:** Elevations  
ALPOLIC Solid Finish PDS  
Architectural Brochure  
Fortina Installation Instructions  
Fortina 09 2024

**Recommendation:**

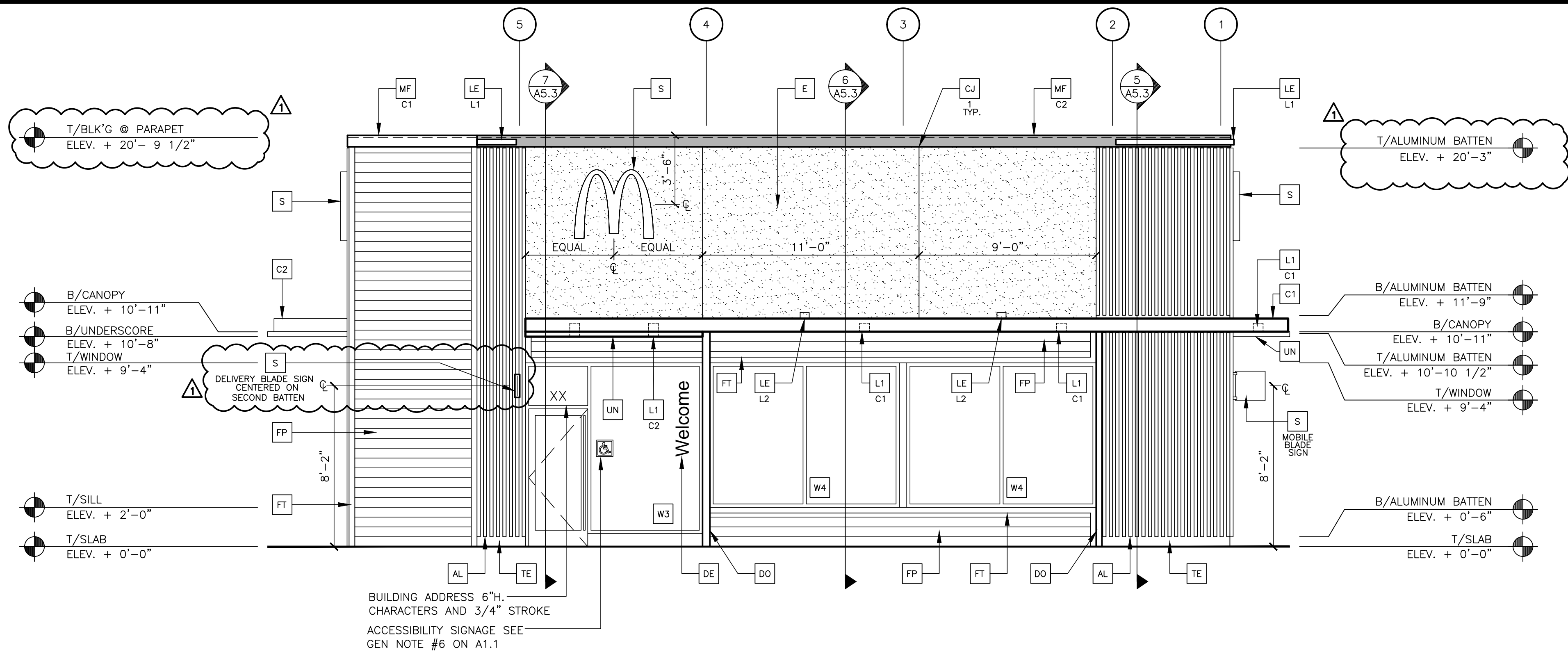
Staff recommends that the building elevations submitted April 22, 2025 be approved.

**Reviewed By:** Amanda Yamaguchi

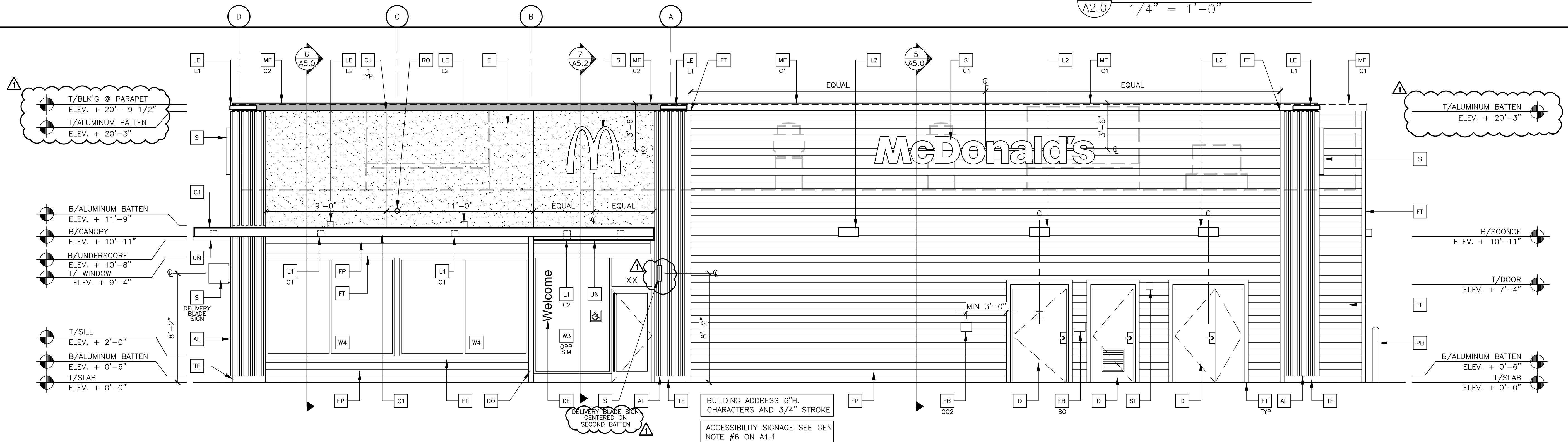
**Approved By:** Rocky Henkel

MEH

BUILDING MATERIAL CALCULATIONS BUILDING										
	Rear Elevation		Front Elevation		Drive Thru Elevation		Non-Drive Thru Elevation		Totals	
Materials	SF	%	SF	%	SF	%	SF	%	SF	%
EIFS	0	0.00%	195	34.51%	0	0.00%	195	16.25%	390	9.71%
Fiber Cement Siding	600	78.02%	204	36.11%	1,132	76.33%	870	72.50%	2,806	69.85%
Wood-Loose Battens	169	21.98%	166	29.38%	45	3.03%	135	11.25%	515	12.82%
Metal Paneling	0	0.00%	0	0.00%	306	20.63%	0	0.00%	306	7.62%
<b>Totals (Excluding Glazing)</b>	<b>769</b>	<b>100%</b>	<b>565</b>	<b>100%</b>	<b>1,483</b>	<b>100%</b>	<b>1,200</b>	<b>100%</b>	<b>4,017</b>	<b>100%</b>
	Rear Elevation		Front Elevation		Drive Thru Elevation		Non-Drive Thru Elevation		Totals	
Materials	SF	%	SF	%	SF	%	SF	%	SF	%
Glazing/Opening	50	6.11%	227	28.66%	60	3.89%	323	21.21%	660	14.11%
<b>Total Façade</b>	<b>819</b>	<b>18%</b>	<b>792</b>	<b>17%</b>	<b>1,543</b>	<b>33%</b>	<b>1,523</b>	<b>33%</b>	<b>4,677</b>	<b>100%</b>



1 FRONT ELEVATION  
A2.0 1/4" = 1'-0"



2  
A2.0 NON-DRIVE-THRU ELEVATION  
1/4" = 1'-0"

KEY NOTES:

- |    |  |    |  |
|----|--|----|--|
| AL | ALUMINUM BATTEN SYSTEM<br>SIZE: 2"x2" PROFILE<br>COLOR: WOOD GRAIN, BACKRAIL UNFINISHED, ENDCAP PAINTED TO MATCH<br>SUBSTRATE: 1/2" EXTERIOR HIGH DENSITY OVERLAY (HDO) PLYWOOD, BB, GROUP 1, HDO BOTH FACES, APA TRADEMARKED.<br>COURSE GRIT SAND SURFACES PRIOR TO PRIMING. PRIME AND PAINT BOTH SIDES AND ALL EDGES PRIOR TO INSTALLATION.<br>SUBSTRATE COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS | CJ | CONTROL JOINT<br>1 TYPE: 1 = EFS   |
| AP | ALPOLIC METAL PANEL (COLOR: DON GRAY)  | D  | HOLLOW METAL DOOR<br>PAINT: "FAIRBANK TAUPE" HC-85 BY BENJAMIN MOORE   |
| C1 | ALUMINUM CANOPY SYSTEM<br>COLOR: WHITE   | DE | DECAL BY GRAPHICS SUPPLIER<br>SURFACE APPLIED, FIELD INSTALLED, PRE CUT, PRE SPACED.<br>SUPPLIERS:<br>VOMELA (865) 330-7337, ann.bowen@vomela.com<br>GFX INTERNATIONAL (847) 543-4600, mcdonaldsdecor@gfxi.com |
| C2 | ALUMINUM CANOPY SYSTEM<br>COLOR: RAL 7022  | DO | DOWNSPOUT<br>3" DOWNSPOUT BY CANOPY SYSTEM MANUFACTURER<br>COLOR: RAL 7022   |
| E  | EXTERIOR INSULATION FINISH SYSTEM (E.I.F.S.)<br>COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS  |    |  |

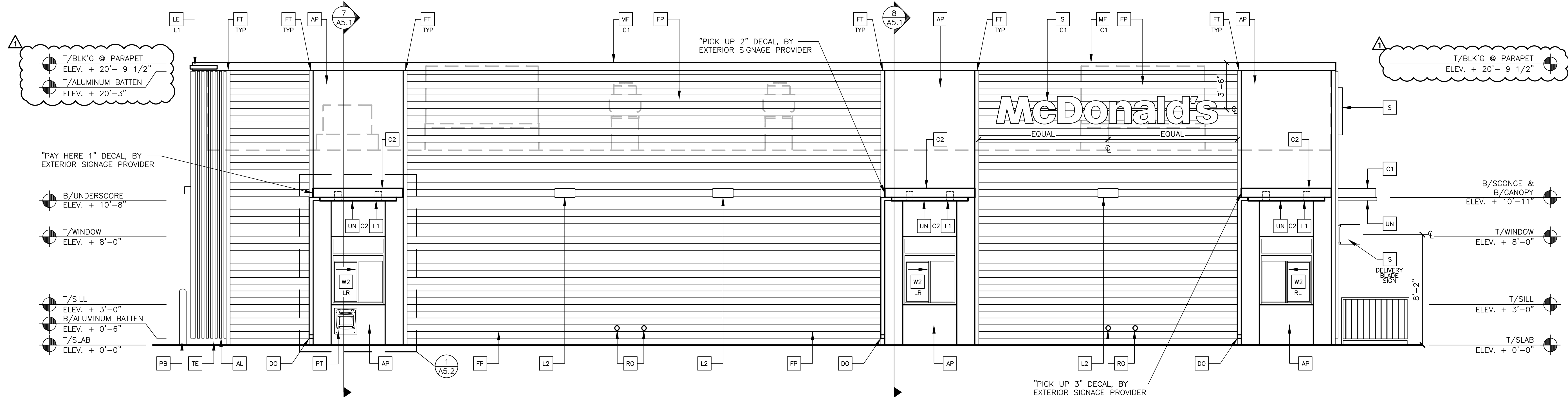
- |     |   |
|-----|---|
| FB  |   |
| C02 | = BULK C02 FILL BOX (ECPM SCHEDULE ITEM 48.00)<br>B0 = BULK FILL BOX (ECPM SCHEDULE ITEM 700.18)                          |
| FP  | FIBER CEMENT LAP SIDING: SMOOTH HARD-BOARD PLANK BY JAMES HARDIE, 8-1/4" WIDTH, 7" EXPOSURE, HZ10<br>COLOR: "TIMBER BARK" |
| FT  | FIBER CEMENT TRIM: HARDIE TRIM BOARDS 4/4 SMOOTH, 1 5/8" AND 3 1/2" WIDTH, 3/4" THICK, HZ10<br>COLOR: "TIMBER BARK"       |
| GR  | GUARD RAIL --SEE SITE PLAN FOR EXACT LOCATION AND LENGTH<br>USE STAINLESS STEEL OR GALVANIZED STEEL                       |
| L1  | RECESSED DOWN LIGHT FIXTURE - SEE ELECTRICAL  |
| C1  | C1= WHITE OR C2= GOLD   |
| L2  | RADIAL SCONCE LIGHT FIXTURE - SEE ELECTRICAL<br>COLOR: PLATINUM SILVER  |

- LE** ACCENT LIGHTING - SEE ELECTRICAL  
L1 - LED LIGHT:  
L1 = SLIM LED (DOWN ONLY)  
L2 = UP ONLY FLOOD FIXTURE
- MF** PRE-FABRICATED ANCHOR-TILE FASCIA  
C1 - COLOR:  
C1= WEATHERED ZINC OR C2= RAL 7022
- PB** PIPE BOLLARD - PAINTED YELLOW
- PT** (RMHC) COIN COLLECTOR  
MODEL: #WPT STD  
CALL 1-888-743-7435 TO ORDER

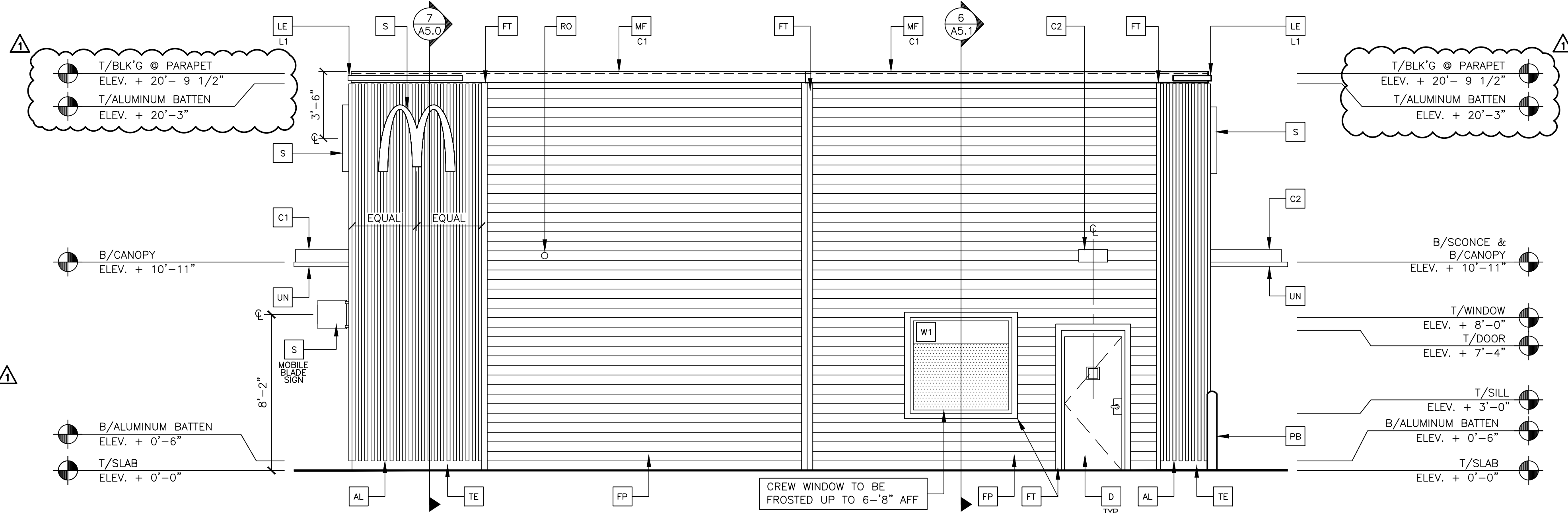
- |     |  |
|-----|--|
| RO  | ROOF DRAIN OVERFLOW PIPE PAINT TO MATCH SURROUNDING MATERIAL                               |
| S   | MCDONALD'S SIGNAGE BY OTHERS - UNDER SEPARATE PERMIT.                                      |
| C1- | COLOR:<br>C1= WEATHERED ZINC RACEWAY<br>C2= RAL 7022 RACEWAY                               |
| ST  | C02 STROBE/ALARM. SEE MECHANICAL DRAWINGS FOR SPECIFICATION.                               |
| TE  | TRU EXTERIOR 1"x6" TRIM, PAINTED ON SITE.<br>COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS |
| UN  | METAL UNDERSCORE<br>COLOR: GOLD  |

- W#** EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS  
COLOR: DARK BRONZE (SEE SHEET A6.0)
- W2** DRIVE-THRU WINDOW BY READY ACCESS  
MODEL: 600 SERIES, 36" SERVICE HEIGHT WITH TRANSOM, MANUAL  
OPEN; ELECTRONIC RELEASE  
COLOR: DEEP BRONZE
- XX** SLIDE DIRECTION: RL = RIGHT TO LEFT  
LR = LEFT TO RIGHT





1 DRIVE THRU ELEVATION  
1/4" = 1'-0"



2 REAR ELEVATION  
1/4" = 1'-0"

BUILDING MATERIAL CALCULATIONS BUILDING									
	Rear Elevation		Front Elevation		Drive Thru Elevation		Non-Drive Thru Elevation		Totals
Materials	SF	%	SF	%	SF	%	SF	%	
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	Rear Elevation		Front Elevation		Drive Thru Elevation		Non-Drive Thru Elevation		Totals
Materials	SF	%	SF	%	SF	%	SF	%	
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Total Façade	819	18%	792	17%	1,543	33%	1,523	33%	4,677 100%

KEY NOTES:

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SIZE: 2"x2" PROFILE  
COLOR: WOOD GRAIN, BACKRAIL UNFINISHED, ENDCAP PAINTED TO MATCH SUBSTRATE: 1/2" EXTERIOR HIGH DENSITY OVERLAY (HDO) PLYWOOD, BB, GROUP 1, HDO BOTH FACES, APA TRADEMARKED.  
COURSE GRIT SAND SURFACES PRIOR TO PRIMING. PRIME AND PAINT BOTH SIDES AND ALL EDGES PRIOR TO INSTALLATION.  
SUBSTRATE COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS

**AP** ALPOLIC METAL PANEL (COLOR: DON GRAY)

**C1** ALUMINUM CANOPY SYSTEM  
COLOR: WHITE

**C2** ALUMINUM CANOPY SYSTEM  
COLOR: RAL 7022
- CJ** CONTROL JOINT  
1 -TYPE: 1 = EIFS

**D** HOLLOW METAL DOOR  
PAINT: "FAIRVIEW TAUPE" HC-85 BY BENJAMIN MOORE

**DE** DECAL BY GRAPHICS SUPPLIER  
SURFACE APPLIED, FIELD INSTALLED, PRE CUT, PRE SPACED.  
SUPPLIERS:  
VOMELA (865) 330-7337, ann.bowen@vomela.com  
GFX INTERNATIONAL (847) 543-4600, mcdonaldsdecor@gfxi.com

**DO** DOWNSPOUT  
3" DOWNSPOUT BY CANOPY SYSTEM MANUFACTURER  
COLOR: RAL 7022

**E** EXTERIOR INSULATION FINISH SYSTEM (E.I.F.S.)  
COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS

- FB** CO2 - CO2 = BULK CO2 FILL BOX (EQPM SCHEDULE ITEM 48.00)  
BO = BULK OIL FILL BOX (EQPM SCHEDULE ITEM 700.16)
- FP** FIBER CEMENT LAP SIDING: SMOOTH HARDI-BOARD PLANK BY JAMES HARDIE, 8-1/4" WIDTH, 7" EXPOSURE, HZ10  
COLOR: "TIMBER BARK"
- FT** FIBER CEMENT TRIM: HARDIE TRIM BOARDS 4/4 SMOOTH, 1 5/8" AND 3 1/2" WIDTH, 3/4" THICK, HZ10  
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- GR** GUARD RAIL -SEE SITE PLAN FOR EXACT LOCATION AND LENGTH  
USE STAINLESS STEEL OR GALVANIZED STEEL
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C1= COLOR:  
C1= WHITE OR C2= GOLD
- L2** RADIAL SCIENCE LIGHT FIXTURE - SEE ELECTRICAL  
COLOR: PLATINUM SILVER

- LE** ACCENT LIGHTING - SEE ELECTRICAL  
L1=LED LIGHT:  
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COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
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COLOR: GOLD

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COLOR: DARK BRONZE (SEE SHEET A6.0)
- W2** DRIVE-THRU WINDOW BY READY ACCESS  
MODEL: 600 SERIES, 36" SERVICE HEIGHT WITH TRANSOM, MANUAL OPEN; ELECTRONIC RELEASE  
COLOR: DEEP BRONZE  
SLIDE DIRECTION: RL = RIGHT TO LEFT  
LR = LEFT TO RIGHT

TITLE  
2025 STANDARD BUILDING - BB20  
4584-WOOD/WOOD

DESCRIPTION  
WOOD BEARING WALLS WITH HARDIE SIDING  
WOOD ROOF TRUSS FRAMING  
EIFS/BATTEN/METAL/HARDIE SIDING EXTERIOR FINISHES

SHEET NO.  
A2.1  
ELEVATIONS

PREPARED FOR:  
McDonald's USA, LLC

PREPARED BY:  
JAW

STD ISSUE DATE  
2025

REVIEWED BY  
JAW

DATE ISSUED  
02/14/2025

SITE ADDRESS  
2201 W NORFOLK DR, BROKEN ARROW, OK 74011

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STATE OF OKLAHOMA  
JEREMY W. JAW  
ARCHITECT  
JAW Architects, Inc.  
Phone: 817.950.3337  
Email: jerry@jawa-architect.com

BY  
DATE  
REV

## SURFACE TREATMENT

ALPOLIC® Solid Finish panels are available in a wide variety of colors and glosses and feature FEVE LUMIFLON™ finishes. PVDF Kynar finishes are available in custom orders. Both finishes are fluorocarbon paint systems that offer excellent durability and weatherability.

Standard stock sizes and thickness vary by product program. Please contact Customer Service for stock sizes. May be produced with either our traditional PE core or our with our fire-resistant core.

Please contact Customer Service for current available stock and additional information.

## FINISH TOLERANCE

Color: DE1max from standard  
Gloss: Nominal +/-10 units

## PRODUCT TOLERANCE

Width:  $\pm 0.08"$  (2mm)  
Length:  $\pm 0.012"$  per ft (1 mm/meter)  
Thickness:  $3\text{mm} \pm 0.008"$  (0.2mm)  
 $4\text{mm} \pm 0.008"$  (0.2mm)  
 $6\text{mm} \pm 0.012"$  (0.3mm)

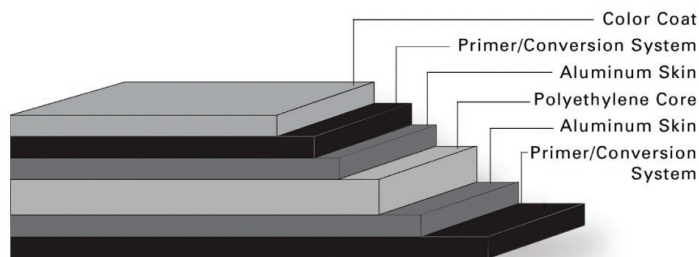
Bow: Maximum 0.5% of length and/or width  
Squareness: Maximum 0.2" (5mm)  
Peel Strength: >22.5 in lb/in (ASTM D1781)

ALPOLIC® material is trimmed and squared with cut edges to offer the best sheet edge conditions in the industry.

## WARRANTY

Standard panel warranty: 10 year  
Finish warranty: 10, 20 or 30 based on color

Call ALPOLIC® Customer Service for exclusions and warranty details.



## FIRE PERFORMANCE

ALPOLIC® sheets can be produced with a fire resistant (fr) mineral filled core or a polyethylene (PE) core. Each has been tested by independent testing laboratories using nationally recognized standards.

ALPOLIC®/fr material meets all requirements of the International Building Code (IBC) for non-combustible construction and the ICC-ES ESR 2653.

ALPOLIC®/PE meets all requirements for building applications under 40 feet from grade and the ICC-ES ESR 3704.

## PRODUCT NOTES

- Panels should be stored flat in a dry, indoor environment.
- Fabricate panels at temperatures above 55°F.
- Protective film should be removed from panels soon after installation.
- Please refer to ALPOLIC® Painted MCM Fabrication Manual for routing and fabrication recommendations.
- Crating fees apply to orders for less than standard piece crate.
- For best color consistency, ALPOLIC® recommends ordering all required solid paint finish panels at one time and maintaining consistent panel orientation during installation.
- Different lots of solid finishes should not be mixed on building elevation.

## ALPOLIC® TECHNICAL ASSISTANCE

1.800.422.7270 | [technicalservices@alpolic.com](mailto:technicalservices@alpolic.com)

401 Volvo Parkway, Chesapeake, VA 23320  
Telephone 1.800.422.7270 | Fax 757.436.1896  
[www.alpolic-americas.com](http://www.alpolic-americas.com) | Email: [info@alpolic.com](mailto:info@alpolic.com)



ALPOLIC®  
METAL COMPOSITE MATERIALS

Your Design | **Perfected**

ARCHITECTURAL BROCHURE

WE UNDERSTAND  
**ARCHITECTURAL**

# INSPIRATIONAL

*Inspiration is born of possibilities. With an unlimited palette of colors and glosses, and the ability to craft practically any form, your imagination is free to roam. Nothing could be more liberating for an architect than knowing this: Just about anything you conceive is possible to build.*

*That's why we create ALPOLIC® materials. It's why we partner with architects around the world to deliver the finishes they envision in architectural panels that are easy to fabricate into remarkable forms. It's why we're passionate about supplying materials far more versatile, stable and affordable than ordinary sheet metal, with durability to keep your vision fresh for generations.*

*We love great architecture. Your inspiration is ours. Let's build.*



Port Canaveral Exploration Tower, Port Canaveral, FL, United States  
ALPOLIC®/fr in Custom BNX White with Clear Coat Finish

**ALPOLIC®**  
METAL COMPOSITE MATERIALS  
Your Design | Perfected

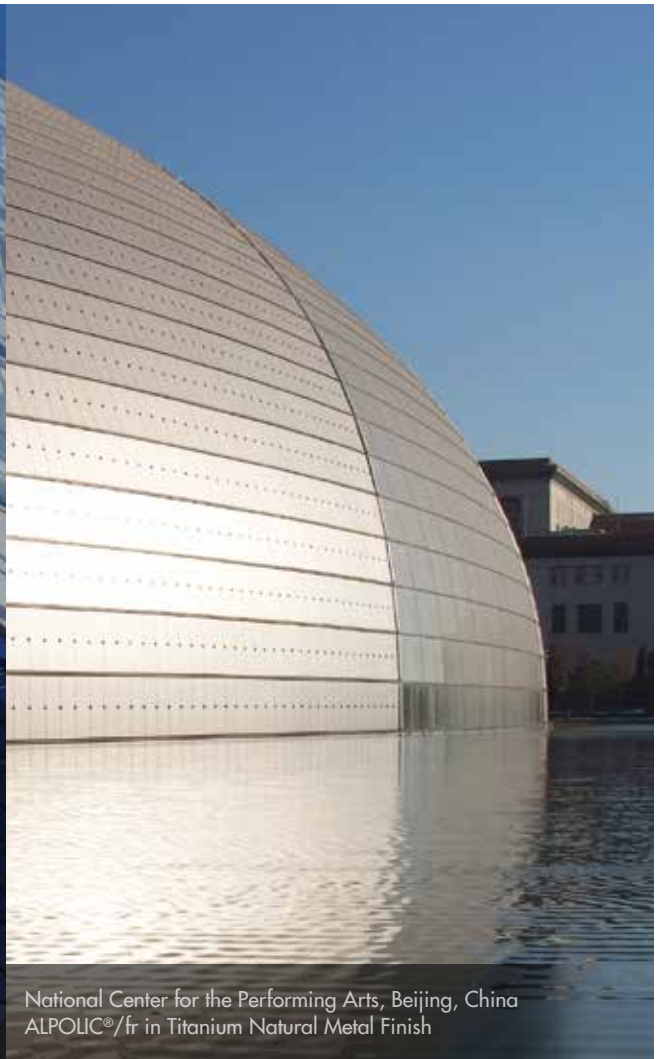








Ryerson University Student Learning Centre, Toronto, Ontario, Canada  
ALPOLIC®/fr in Custom Prismatic SEP Blue Finish



National Center for the Performing Arts, Beijing, China  
ALPOLIC®/fr in Titanium Natural Metal Finish



Altara Shopping and Lifestyle Center, San Pedro Sula, Honduras  
ALPOLIC®/fr in Custom AGP Prismatic Purple

# GLOBAL

**ARCHITECTS AROUND THE WORLD ARE USING ALPOLIC® MATERIALS TO CREATE ENTRANCING NEW PERSPECTIVES AND POSSIBILITIES. AS A LEADING GLOBAL PROVIDER OF FINISHED ALUMINUM COMPOSITE MATERIALS (ACM) AND NATURAL METAL COMPOSITE MATERIALS (MCM), WE'RE PROUD TO OFFER THESE VISIONARY DESIGNERS THE BEAUTY, VERSATILITY AND PERFORMANCE THEY'RE LOOKING FOR TO TRANSFORM SKYLINES AND COMMUNITIES.**

## **Ryerson University Student Learning Centre**

It's been described as a gemstone that's fractured to expose its crystalline lattice. Glass walls give way to soffits revealing this faceted structure in iridescent blue. Through the main entryway, the crystalline forms continue in a domed ceiling above the lobby that serves as an amphitheater and gateway to the rest of the Ryerson campus.

Folded in an origami-like fashion, ALPOLIC®/fr materials finished in a custom Prismatic SEP blue finish made this three-dimensional, color-shifting effect possible when other materials proved too difficult and expensive to fabricate.

## **National Center for the Performing Arts, Beijing, China**

"The giant egg," as it's often called, appears to float on the surface of the reflecting pool that completely surrounds it. Situated near the Great Hall of the People and the Forbidden City, this futuristic building offers an elegant counterpoint to these traditional icons of Chinese architecture.

Three theaters are enclosed by the world's largest dome, a steel structure supporting a glass curtain that modulates into the soft sheen of ALPOLIC®/fr MCM with a natural titanium skin.

## **Altara Shopping and Lifestyle Center, San Pedro Sula, Honduras**

ALPOLIC®/fr ACM in a custom AGP Prismatic purple finish exhibits a chameleon-like effect as hues constantly shift from sky blue through violet with changes in time, weather and viewing angle. The captivating experience extends into the night as patterned perforations emanate light from multicolored LEDs.

Anchoring the first "smart city" in Honduras, the Altara Center invites imaginative exploration and shows a new way forward in a country with a rich architectural history stretching back to the Maya civilization.

# INFLUENTIAL

**YOUR CHOICES IN BUILDING MATERIALS HAVE A DIRECT INFLUENCE ON THE BOLDNESS AND BREADTH OF YOUR DESIGN VISION. THE BUILDINGS YOU DESIGN, IN TURN, INFLUENCE THE COMMUNITIES THEY GRACE AND THE LIVES OF THE PEOPLE WHO ENJOY THEM. ALPOLIC® MATERIALS OFFER ENDLESS FABRICATION AND FINISH POSSIBILITIES, FREEING YOU TO DESIGN ARCHITECTURE THAT TRULY MATTERS – FROM THE STATEMENT IT MAKES TO THE PURPOSE IT SERVES.**

## HEALTHCARE

Bring state-of-the-art quality and a vibrant, affirming look to places where people bring their hopes of sustaining healthier, happier lives.

- Hospitals
- Clinics
- Medical Offices
- Assisted Living & Nursing Homes
- Rehabilitation Facilities

## EDUCATION

Challenge the mind with designs that inspire learning by creating the ideal ambience for everything from focused study, to shared discovery, to team celebration.

- University Buildings
- Schools
- Cafeterias
- Dorms
- Athletic Facilities

## GOVERNMENT

Service, justice, security, community:

Engage the people with architecture that inspires civic pride, from legislative halls to park plazas.

- Government Offices
- Prisons
- Park Facilities
- Courthouses
- Fire & Police Stations
- Post Offices

## MILITARY

Create the right environment for every facet of soldier life – places to train, work, plan, eat, recreate, socialize, live and raise families.

- Offices
- Housing
- Commissaries
- Hospitals

## COMMUNITY

Bring people together in spaces that excite the senses and invite participation through the use of engaging forms and finishes.

- Libraries
- Auditoriums
- Museums
- Community Centers
- Churches
- Sports Arenas
- Golf Courses/Country Clubs
- Convention Centers

## RESIDENTIAL

Create more than living spaces – create places to truly live, where clean lines and colorful details invite residents home each day.

- Luxury Apartments
- Condominiums
- Townhomes
- Single Family Dwellings
- Affordable Housing

## COMMERCIAL

Show a flair for business with designs and colors that convey authority, yet welcome employees and customers to engage creatively with the enterprise.

- Corporate Offices
- Laboratories
- Production Facilities
- Car Parks
- Broadcast Studios
- Rental Warehouses
- Parking Garages
- Shopping Centers

## INDUSTRIAL

Reveal function in extraordinary forms that represent the fruits of industry in all its dynamic and colorful variety.

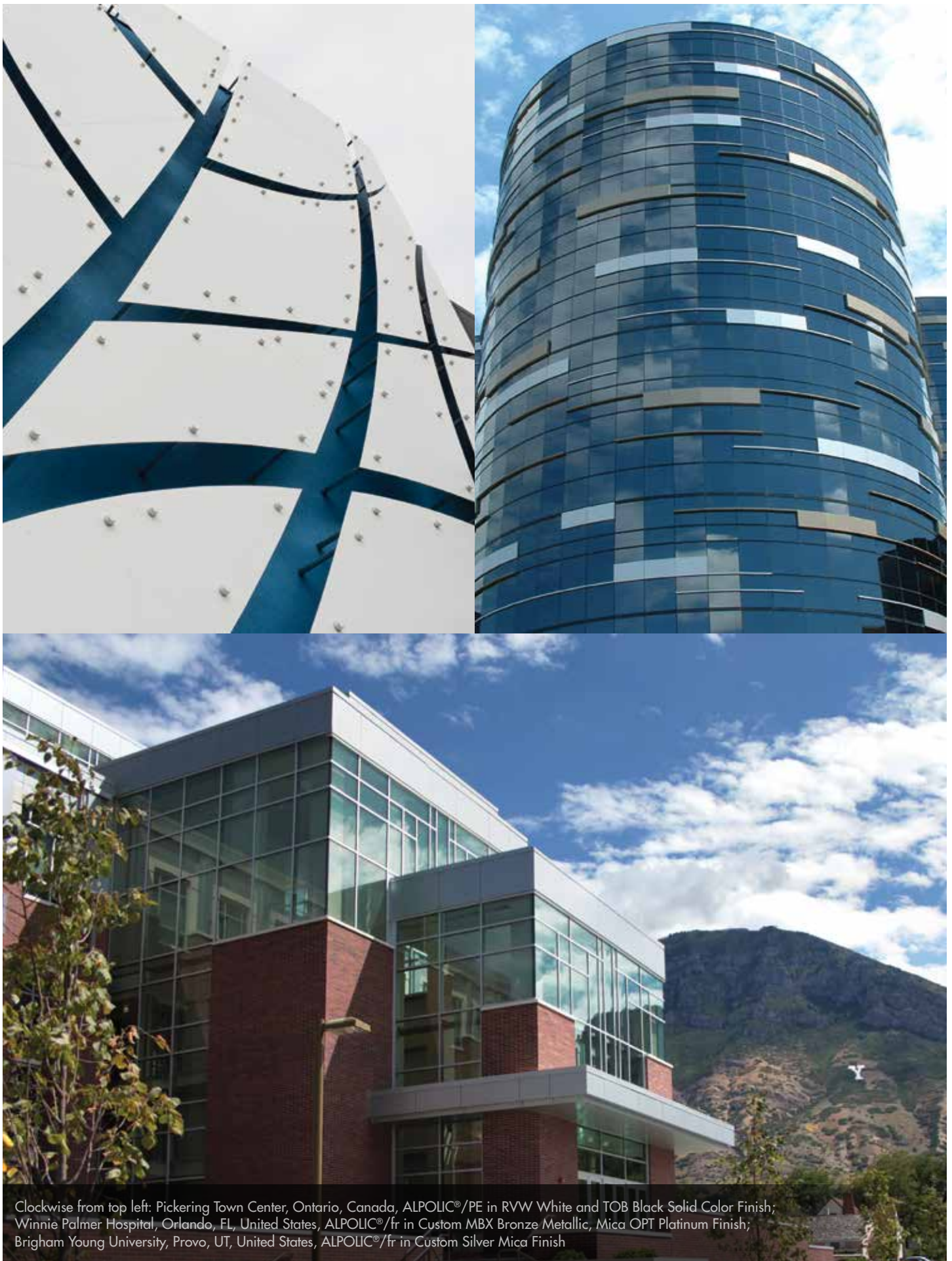
- Manufacturing
- Research Centers
- Power Plants
- Warehousing & Distribution

## TRANSPORTATION

Bring joy to people in transit, enlivening the journey and creating new destinations to look forward to.

- Airports
- Bus Stations
- Train Terminals
- Parking Structures
- Subway Stations





Clockwise from top left: Pickering Town Center, Ontario, Canada, ALPOLIC®/PE in RVW White and TOB Black Solid Color Finish;  
Winnie Palmer Hospital, Orlando, FL, United States, ALPOLIC®/fr in Custom MBX Bronze Metallic, Mica OPT Platinum Finish;  
Brigham Young University, Provo, UT, United States, ALPOLIC®/fr in Custom Silver Mica Finish



# IDEAL

ALPOLIC® materials are ideal for architectural projects because they're lighter in weight, easier to fabricate into complex forms, and easier to install than traditional materials. Yet they offer superior flatness, durability, stability, vibration damping and ease of maintenance.

With a huge selection of finish types, colors and glosses – plus the ability to specify virtually any custom color – there's no limit to the architectural effects you can create. To achieve the widest possible color and gloss range, with unmatched durability, we coil-coat our ACM panels with the incredibly tough and stable Lumiflon® FEVE fluoropolymer resin, so your concept stays fresh through decades of exposure to the elements. ALPOLIC® products and finishes are backed by up to a 30-year warranty.

## **Product Properties**

ALPOLIC® aluminum composite materials (ACM) are produced by continuously bonding two thin sheets of aluminum on either side of an extruded thermoplastic or mineral-filled, fire-retardant thermoplastic core. The aluminum surfaces have been pre-finished and coil-coated in a variety of paint finishes before bonding.

We also offer metal composite materials (MCM) featuring skins of copper, zinc, stainless steel or titanium bonded to the same cores and left unfinished. ALPOLIC® ACM and MCM both offer the rigidity of heavy-gauge sheet metal in a lightweight composite material.

## **Ease of Fabrication**

ALPOLIC® ACM can be fabricated with ordinary woodworking or metalworking tools, with no special tools required. Cutting, grooving, punching, drilling, bending, rolling and many other fabrication techniques can be easily performed to create a virtually unlimited variety of complex forms and shapes.

#### **MANUFACTURING FLEXIBILITY**

ALPOLIC® materials are offered in a variety of thicknesses: 2mm, 3mm, 4mm and 6mm

#### **STANDARD WIDTHS**

40"      48"      50"      62"

#### **SEMI-STANDARD WIDTHS**

Consult Customer Service

#### **CUSTOM WIDTHS**

Consult Customer Service

#### **RANGE OF SIZES**

Width: 40"– 62" (826mm – 1,575mm)

Length: 6'– 24' (1,829mm – 7,315mm)

#### **PRODUCT TOLERANCE**

ALPOLIC® materials are trimmed and squared with cut edges to offer the best panel edge conditions in the industry.

Width:  $\pm 0.08"$  (2mm)

Length:  $\pm 0.012"$  per ft (1 mm/meter)

#### **PRODUCT TOLERANCE**

3mm  $\pm 0.008"$  (0.2mm)

4mm  $\pm 0.008"$  (0.2mm)

6mm  $\pm 0.012"$  (0.3mm)

#### **BOW MAXIMUM**

0.5% of length and/or width

#### **SQUARENESS MAXIMUM**

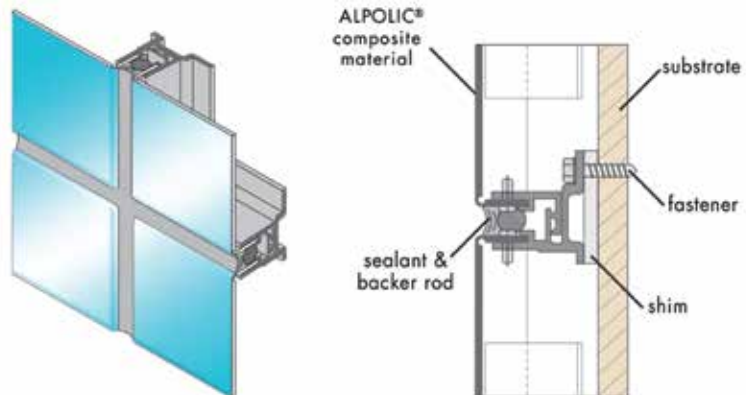
0.2" (5mm)



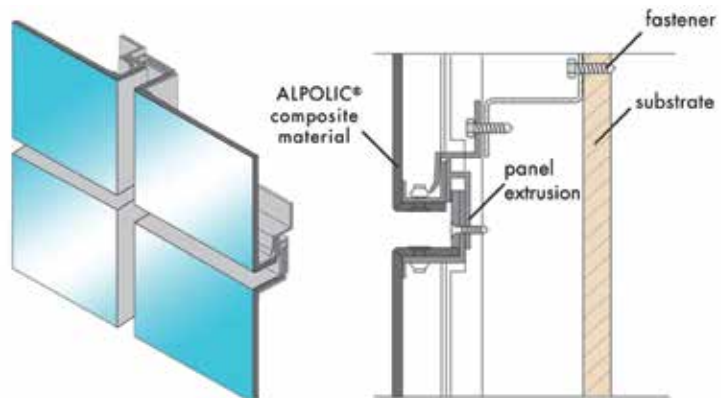
# FUNCTIONALAL

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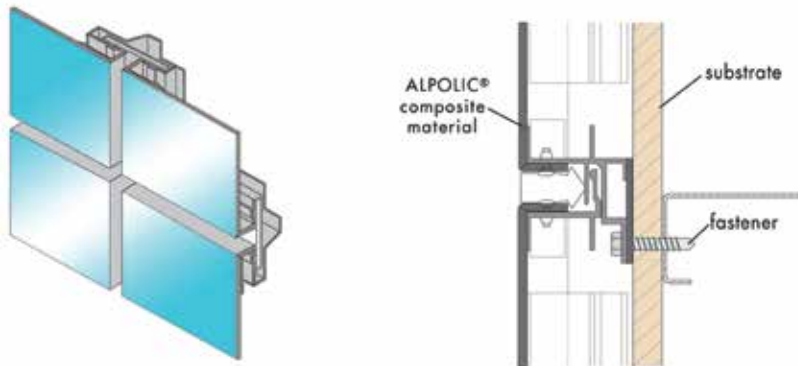
## ROUT AND RETURN WET SEAL



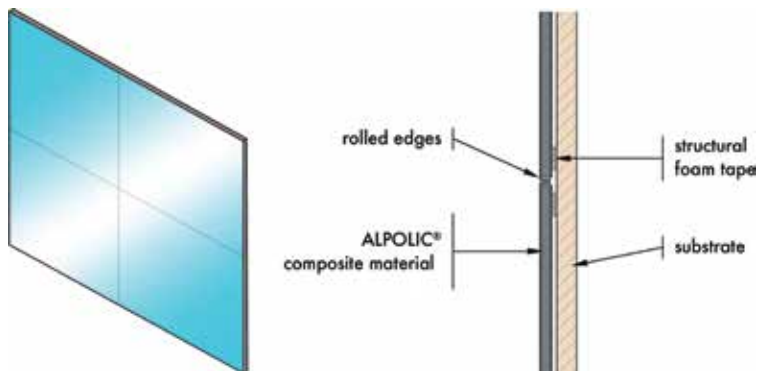
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### ROUT & RETURN DRY GASKET SEAL



### INTERIOR ROLLED PIN EDGE





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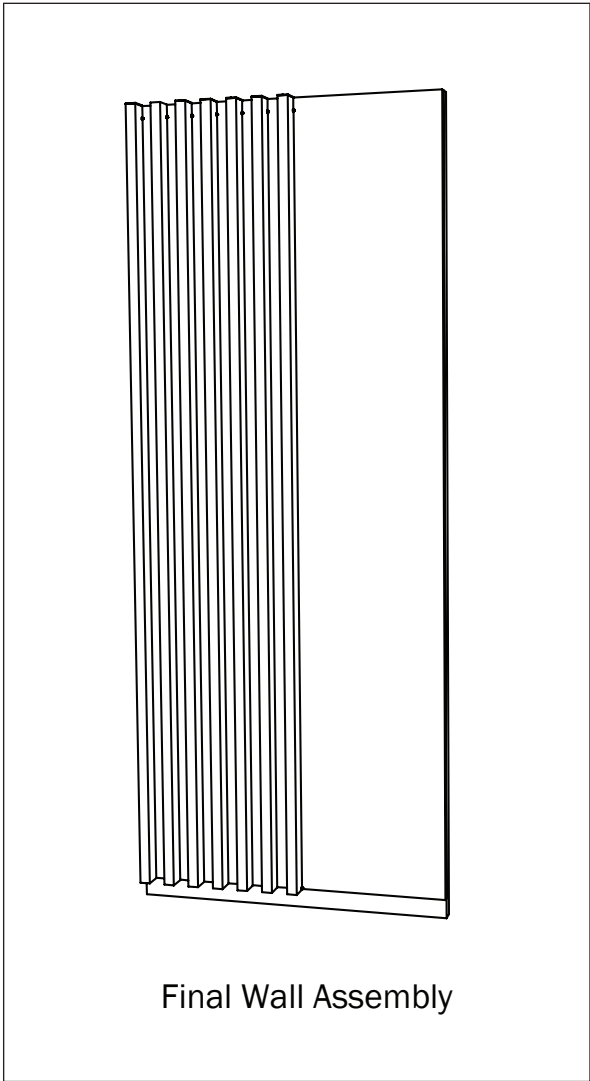
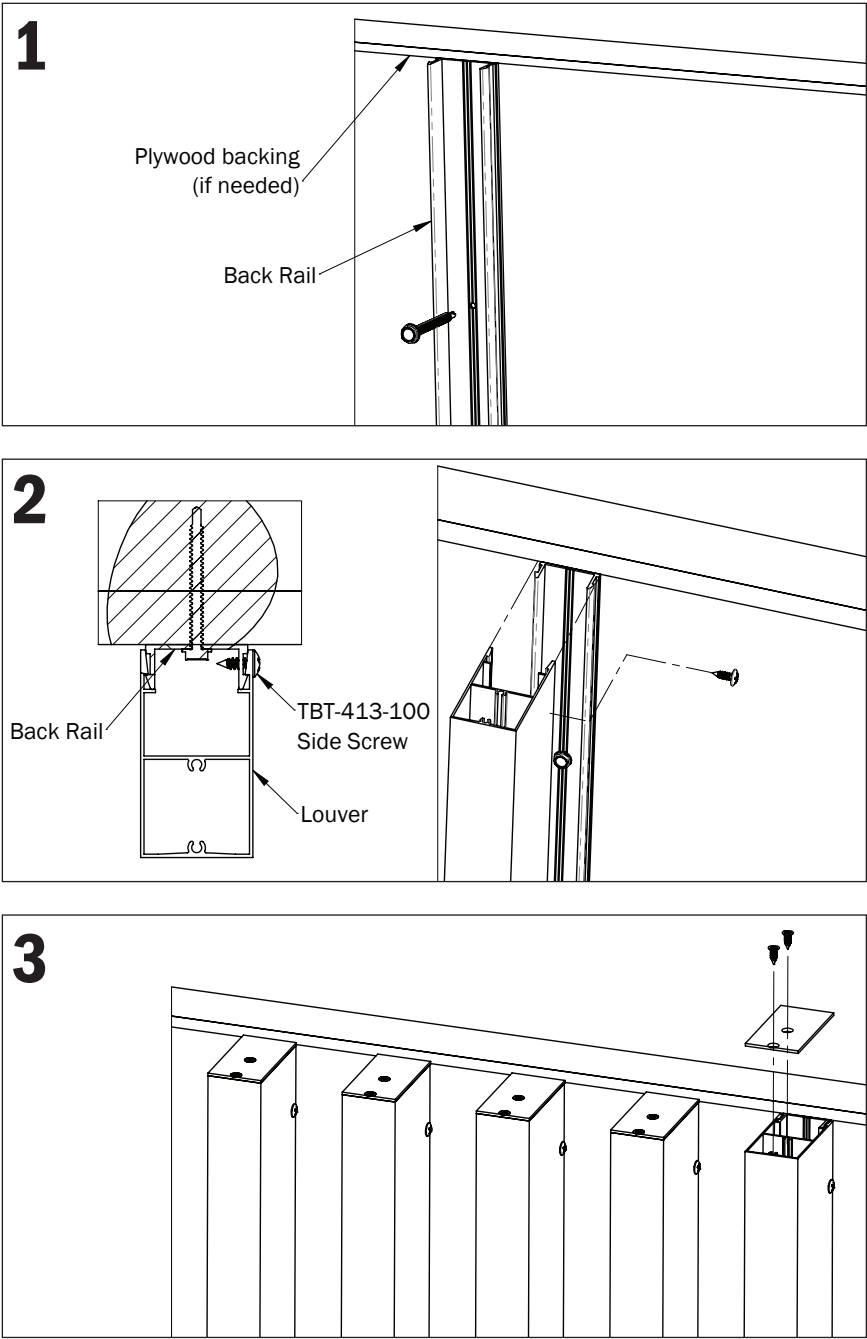
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<b>SLAT INSTALLATION INSTRUCTIONS</b>	<b>10</b>

Fortina Louvers > Wall > Direct Attachment > Interior/Exterior

**STEP 1:** Screw the back rail to the wall using appropriate mounting hardware. Screws should be located every 24" o.c. (Drill pilot holes as necessary).

**STEP 2:** Snap the louver onto the back rail and screw at least one side screw through the louver and back rail to prevent sliding (depending on spacing only one side of the louver may be accessible).

**STEP 3:** Attach the end caps and repeat previous steps to progressively install the wall.



INSTALLATION INSTRUCTIONS

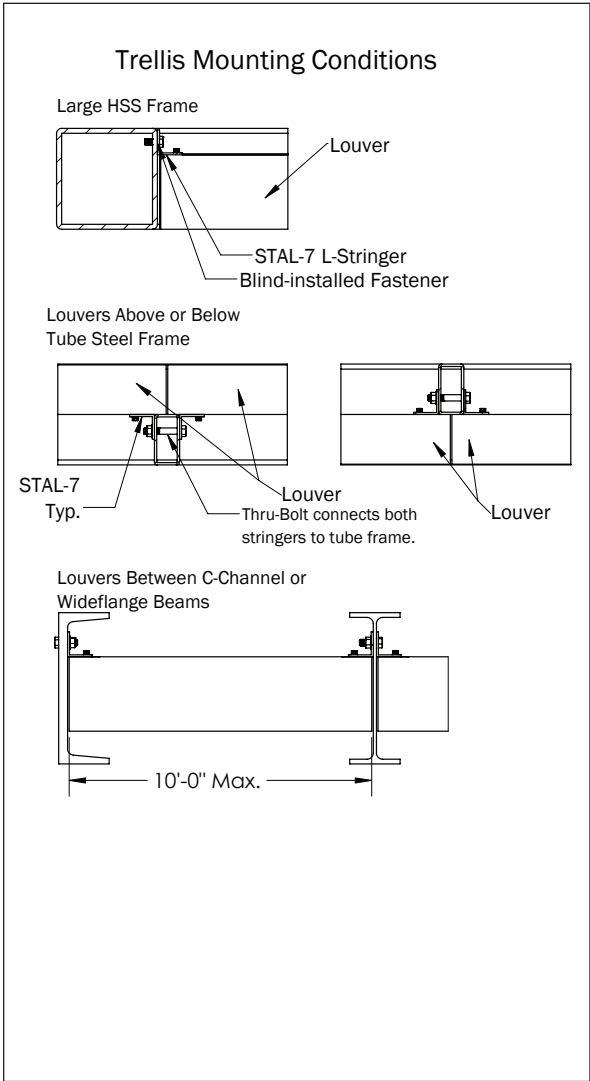
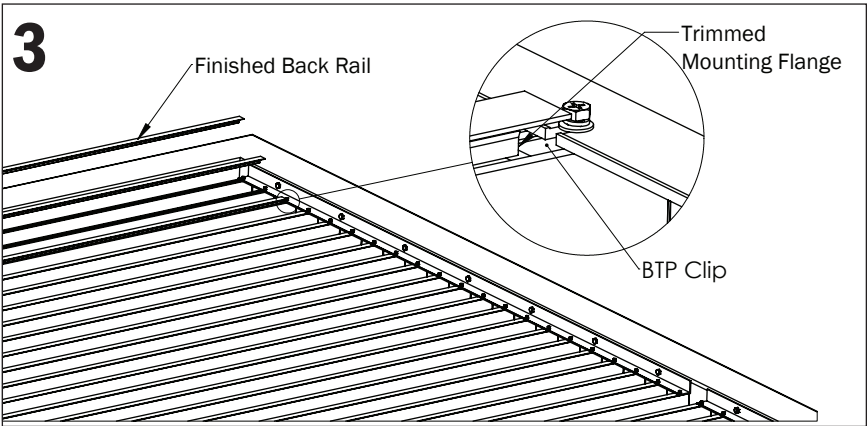
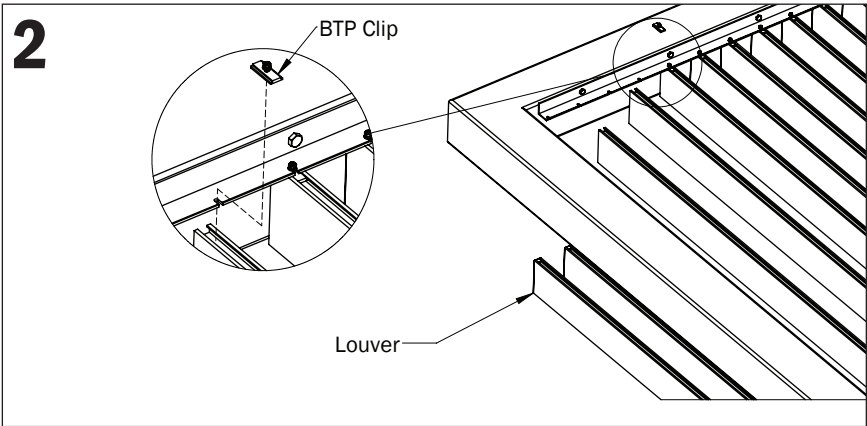
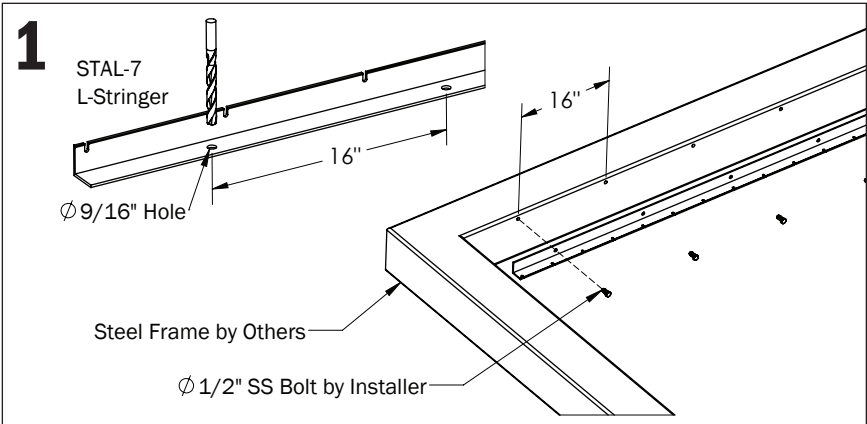
Fortina Louvers > Trellis > Exterior Only

**STEP 1:** Determine which trellis mounting conditions apply for your specific installation, as corresponding bolt type and length will vary. Drill holes in the aluminum stringer to accommodate a min. Ø1/2" bolt every 16" along the length. Coordinate bolt holes in the steel to have the same 16" o.c. pacing.

Repeat as necessary to attach all stringers to the steel frame per architectural plans.

**STEP 2:** Install the louvers, positioning them as dictated by the steel frame and pre-notched stringers. Slot the BTP clip into the open channel at the back of the louver, and seat it into the notch in the louver. Fully tightening the bolt on the T-Nut will engage the thread locking compound.

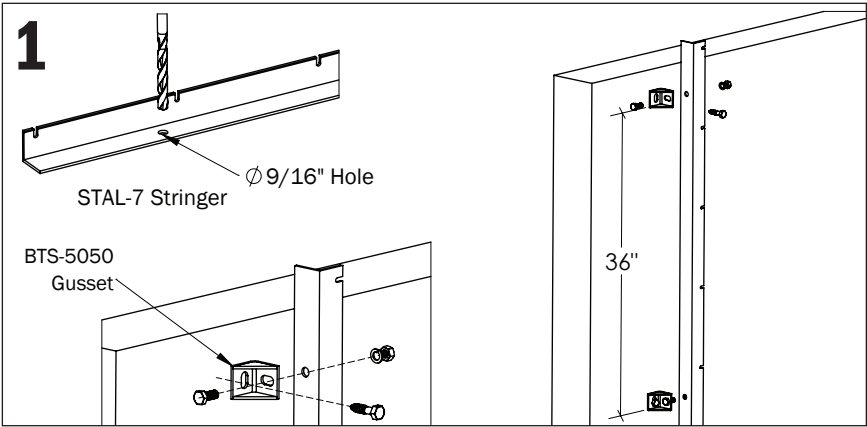
**STEP 3:** Finish the installation by snapping or screwing on end caps and pressing back rails into the open back channel if the back side of the louver is visible. The back rail mounting flanges may need to be trimmed to avoid the BTP Clip.





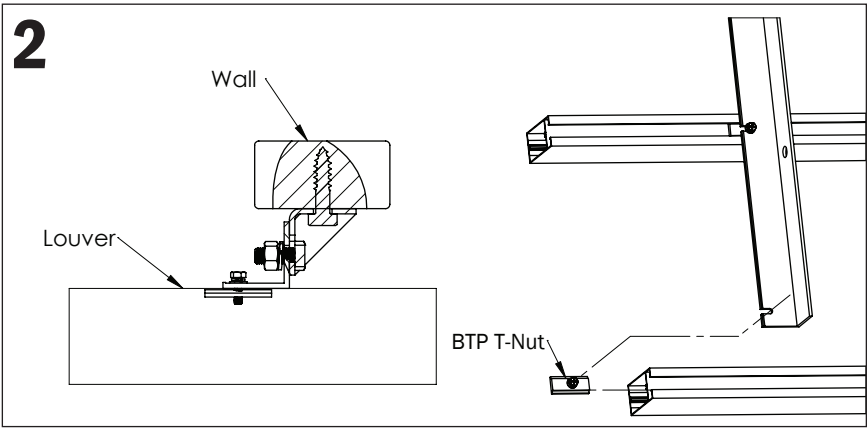
# Fortina Louvers > Wall > Stringer Mounted > Interior/Exterior

**STEP 1:** Locate the BTS-5050 Gusset brackets at 36" on center along the stringer length. Drill clearance holes in the stringer for Ø1/2" bolts to mount to the BTS-5050 Gusset Brackets. Secure the brackets to the wall using anchor hardware appropriate to the wall material (Brackets fit Ø1/2" bolt maximum).

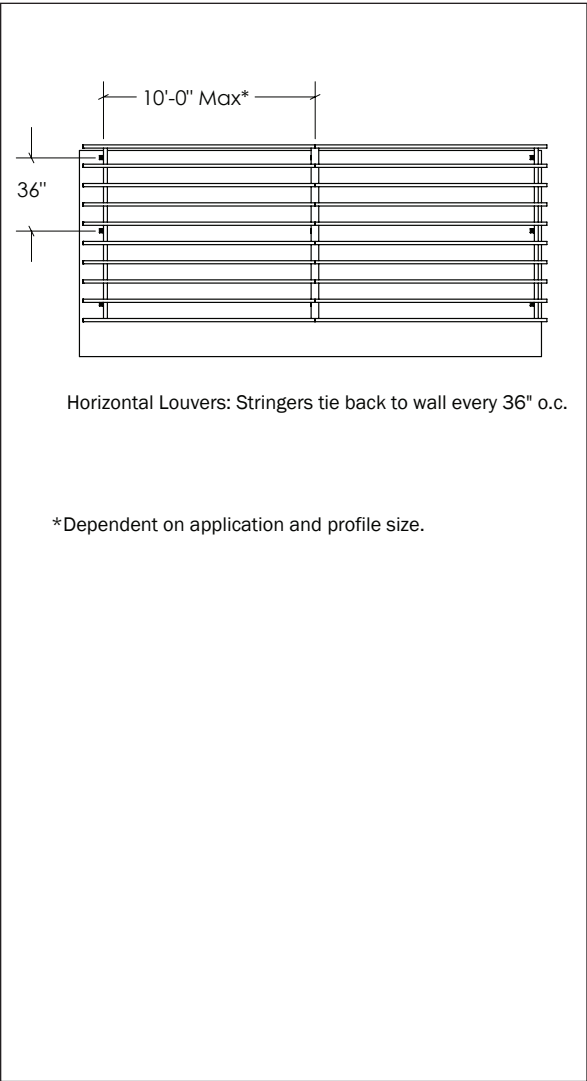
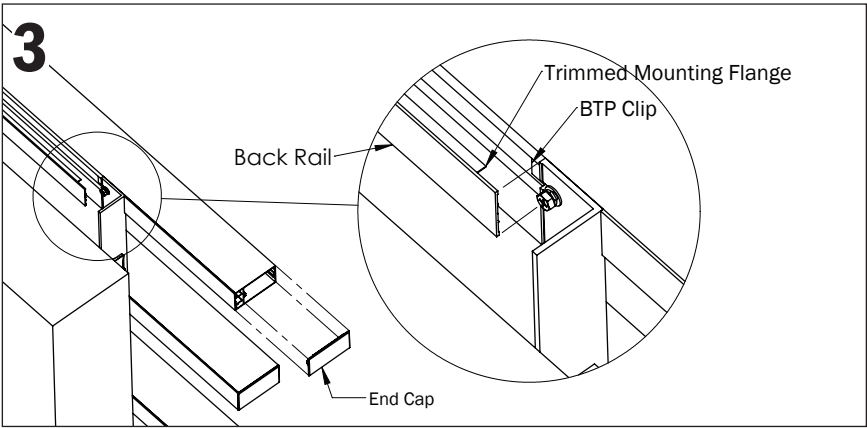


Repeat process until all required stringer support has been installed on walls according to elevations.

**STEP 2:** Install the louvers by positioning them at the correct height and spacing as dictated by the pre-notched stringers. Slot the BTP clip into the open channel at the back of the louver, and seat it into the notch in the louver. Fully tightening the bolt on the T-Nut will engage the thread locking compound.



**STEP 3:** Finish the installation by snapping or screwing on end caps and pressing back rails into the open back channel if the back side of the louver is visible. The back rail mounting flanges may need to be trimmed to avoid the BTP Clips.



INSTALLATION INSTRUCTIONS

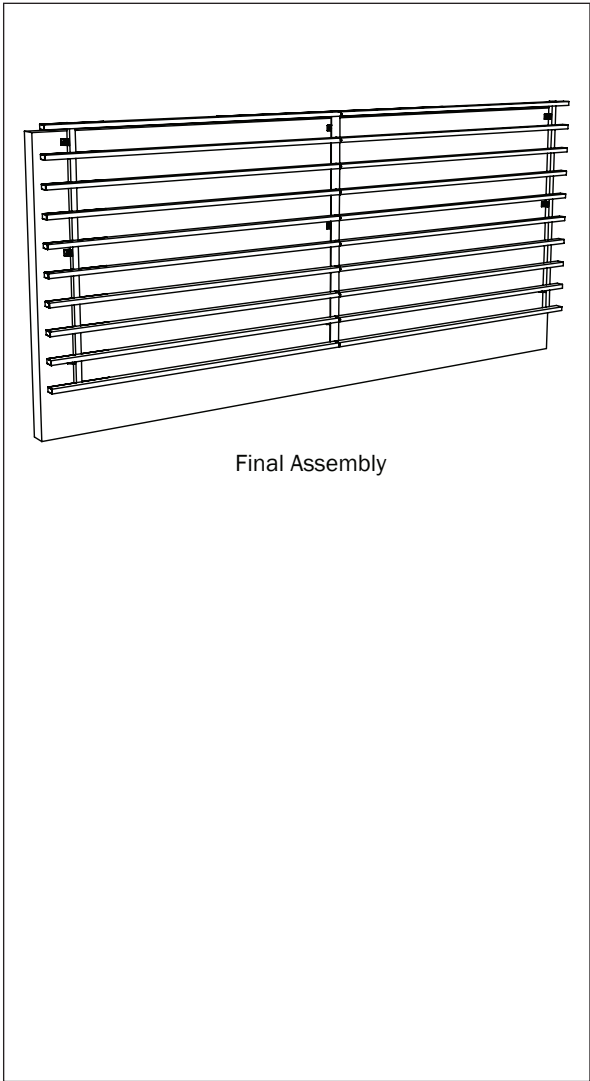
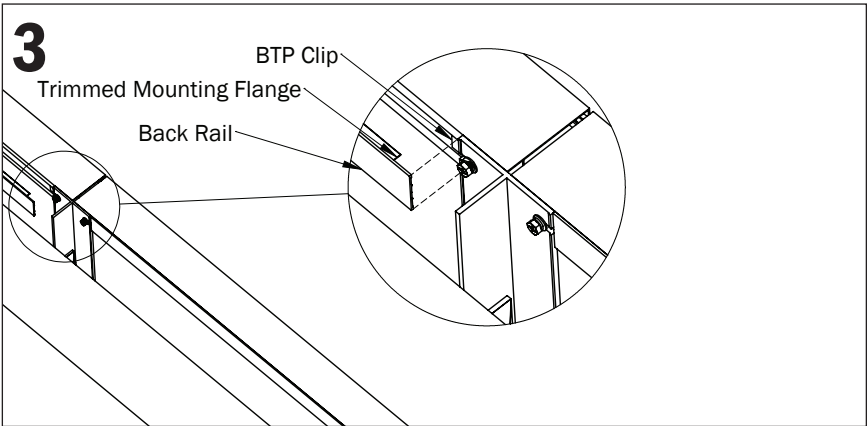
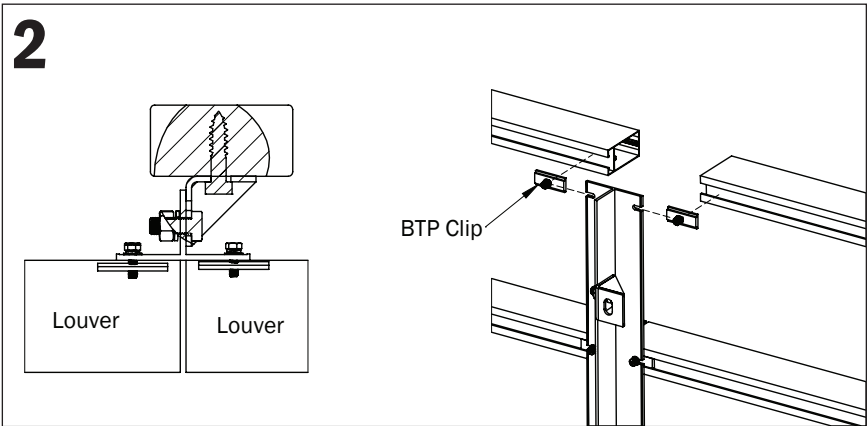
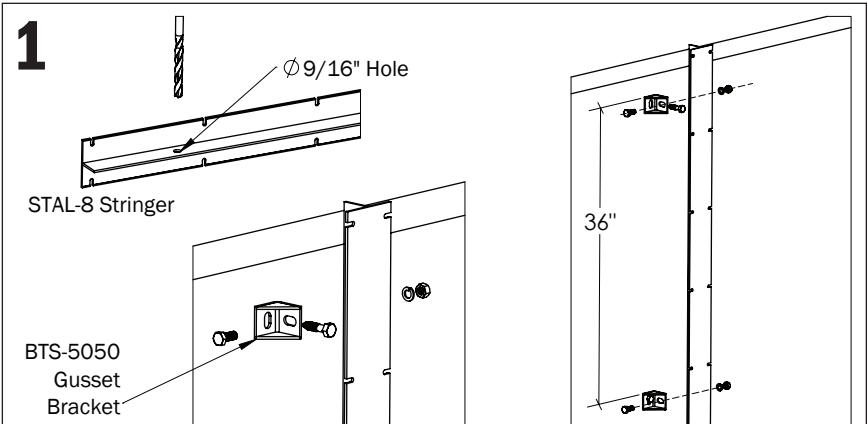
Fortina Louvers > Wall > Stringer Mounted > Interior/Exterior

**STEP 1:** Locate the BTS-5050 Gusset brackets at 36" on center along the stringer length. Drill clearance holes in the stringer for Ø1/2" bolts to mount to the BTS-5050 Gusset Brackets. Secure the brackets to the wall using anchor hardware appropriate to the wall material (Brackets fit Ø1/2" bolt maximum).

Repeat process until all required stringer support has been installed on walls according to elevations.

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**STEP 3:** Finish the installation by snapping or screwing on end caps and pressing back rails into the open back channel if the back side of the louver is visible. The back rail mounting flanges may need to be trimmed to avoid the BTP Clips.



Final Assembly

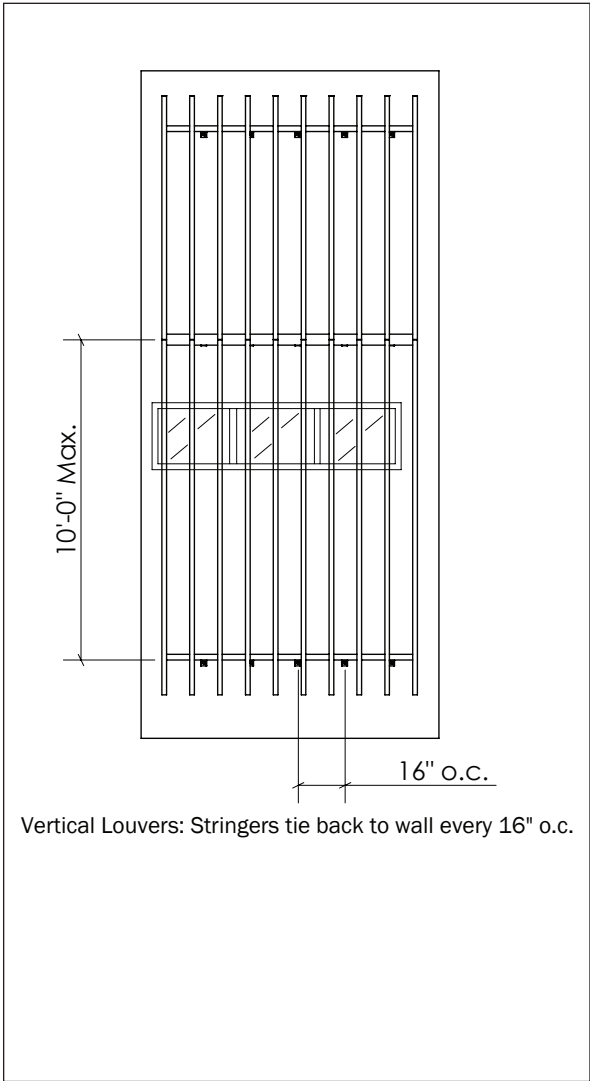
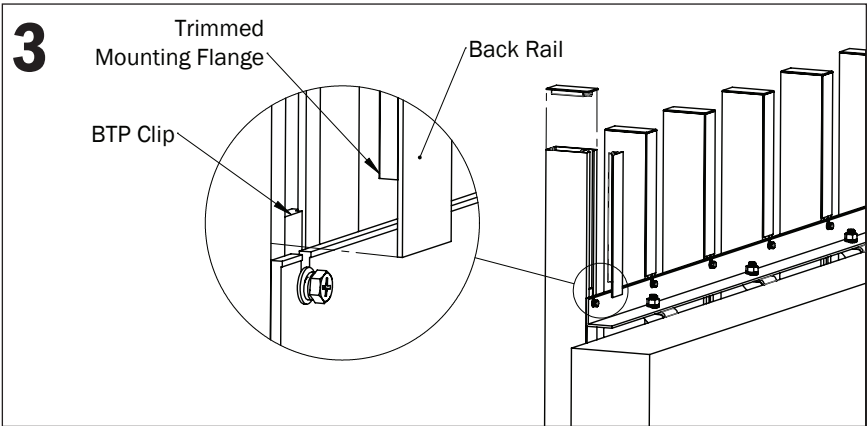
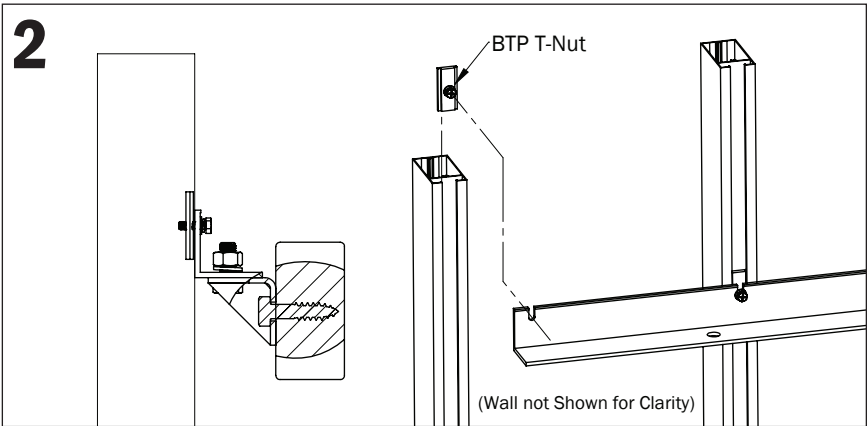
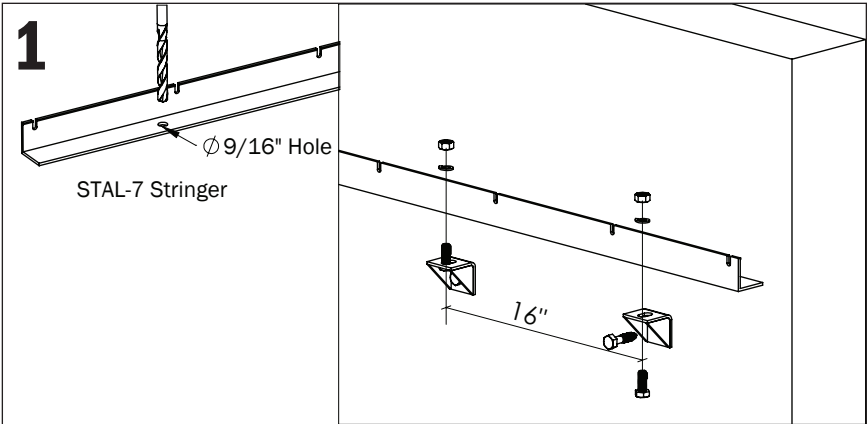
Fortina Louvers > Wall > Stringer Mounted > Interior/Exterior

**STEP 1:** Locate the BTS-5050 Gusset brackets at 16" on center along the stringer length. Drill clearance holes in the stringer for Ø1/2" bolts to mount to the BTS-5050 Gusset Brackets. Secure the brackets to the wall using anchor hardware appropriate to the wall material (Brackets fit Ø1/2" bolt maximum).

Repeat process until all required stringer support has been installed on walls according to elevations.

**STEP 2:** Install the louvers by positioning them at the correct height and spacing as dictated by the pre-notched stringers. Slot the BTP clip into the open channel at the back of the louver, and seat it into the notch in the stringer. Fully tightening the bolt on the T-Nut will engage the thread locking compound.

**STEP 3:** Finish the installation by snapping or screwing on end caps and pressing back rails into the open back channel if the back side of the louver is visible. The back rail mounting flanges may need to be trimmed to avoid the BTP Clip.



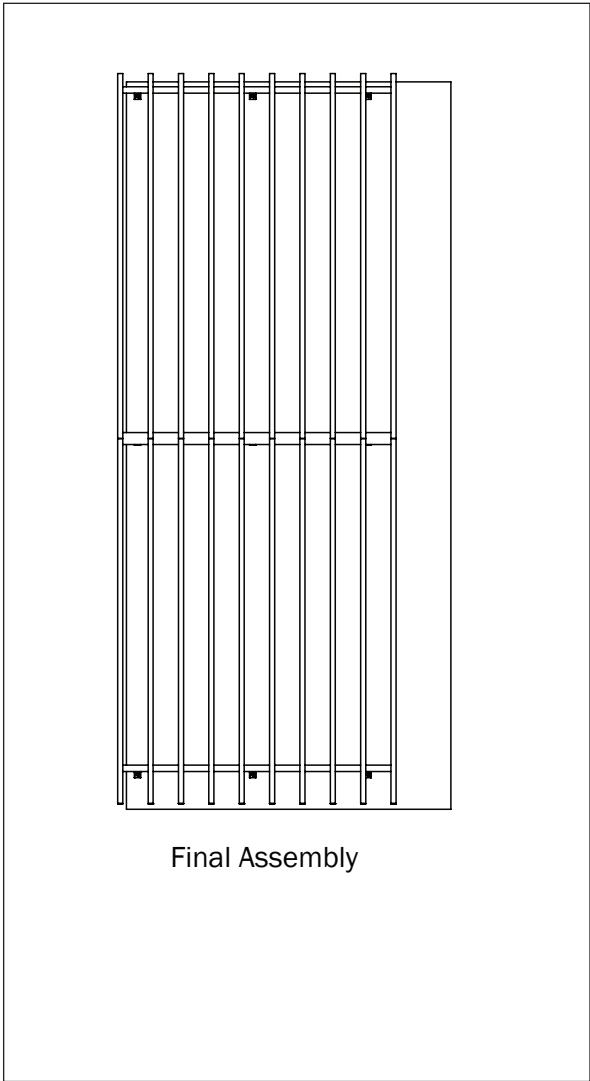
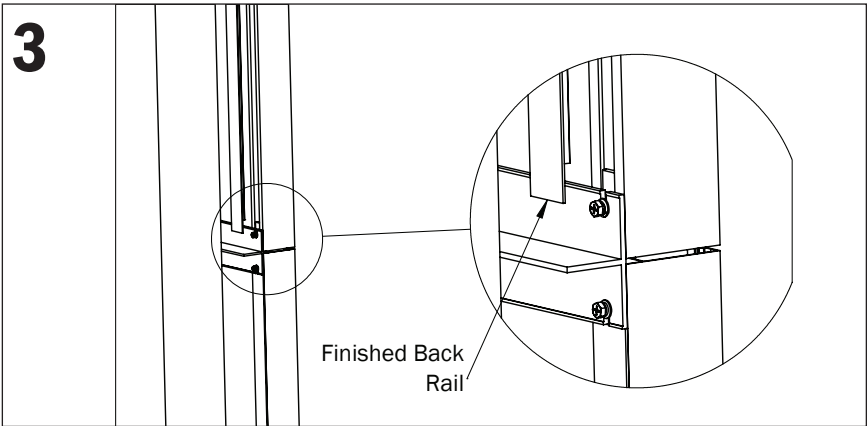
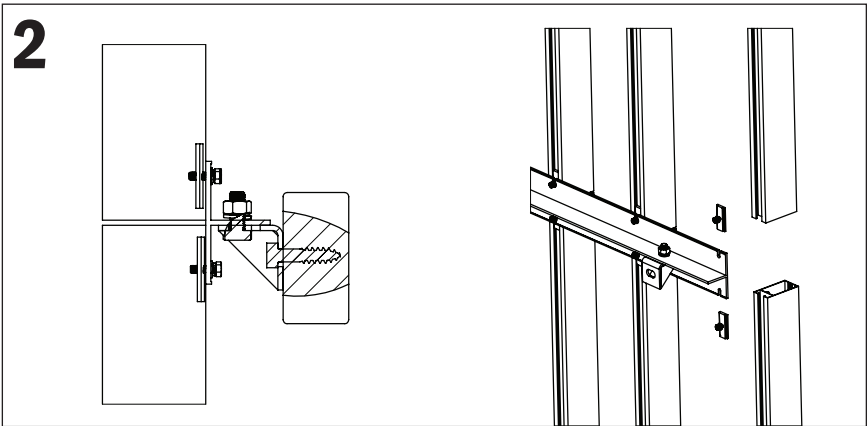
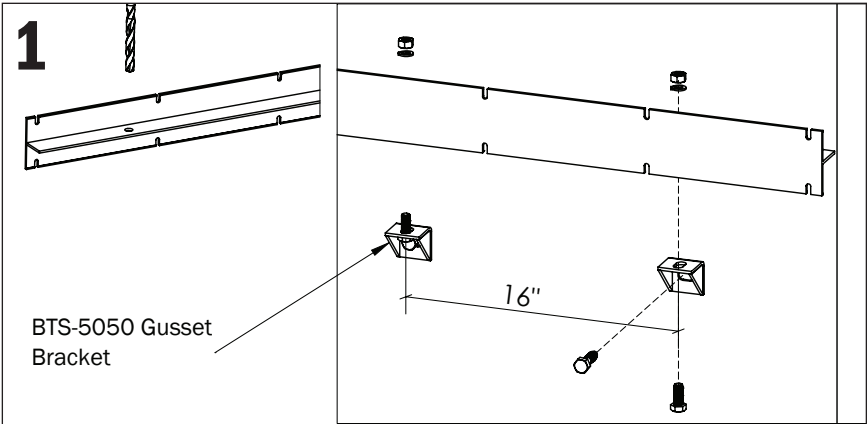
Fortina Louvers > Wall > Stringer Mounted > Interior/Exterior

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Repeat process until all required stringer support has been installed on walls according to elevations.

**STEP 2:** Install the louvers by positioning them at the correct height and spacing as dictated by the pre-notched stringers. Slot the BTP clip into the open channel at the back of the louver, and seat it into the notch in the louver. Fully tightening the bolt on the T-Nut will engage the thread locking compound.

**STEP 3:** Finish the installation by snapping or screwing on end caps and pressing back rails into the open back channel if the back side of the louver is visible. The back rail mounting flanges may need to be trimmed to avoid the BTP Clips.





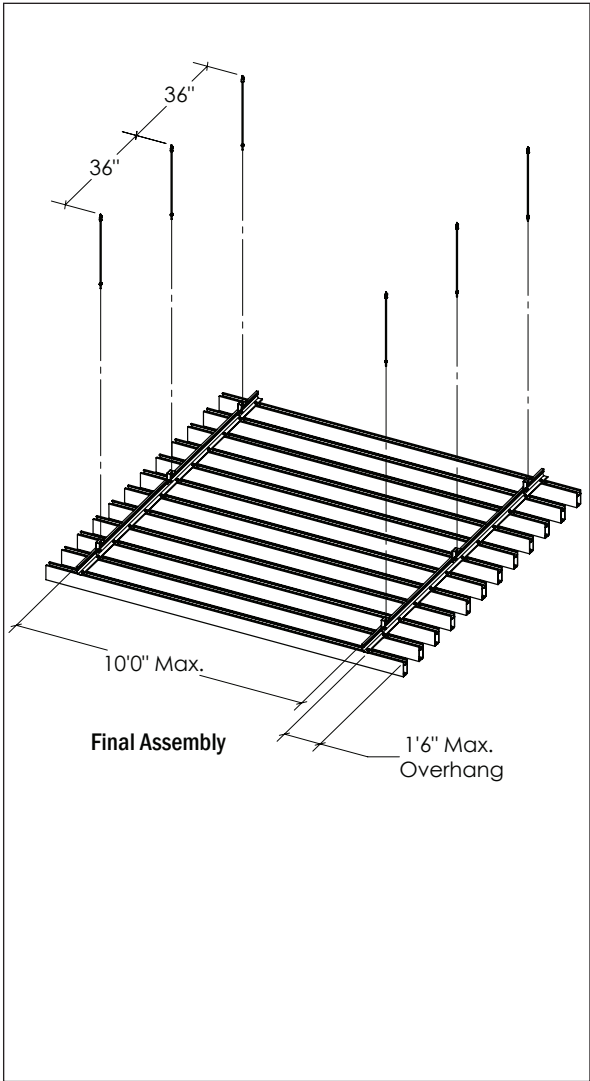
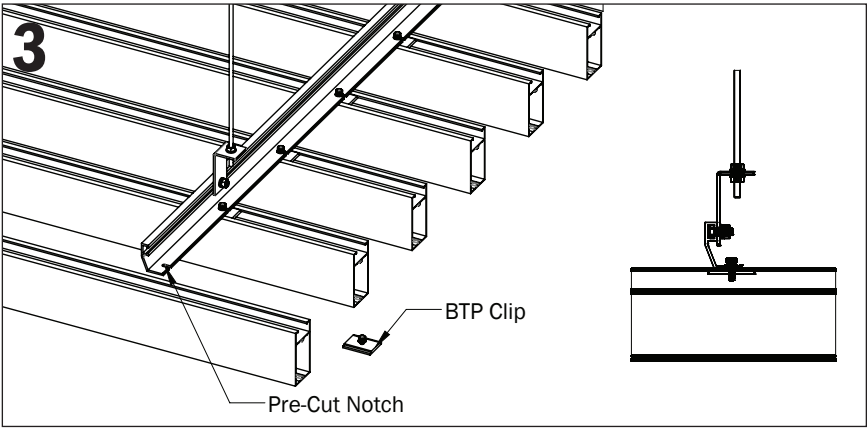
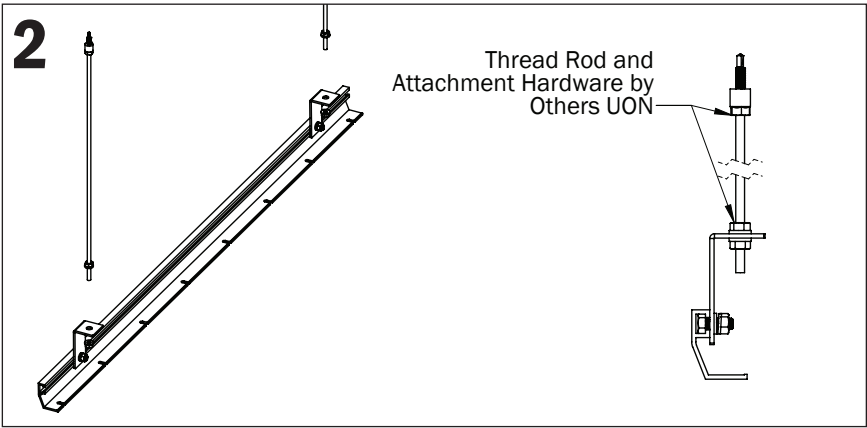
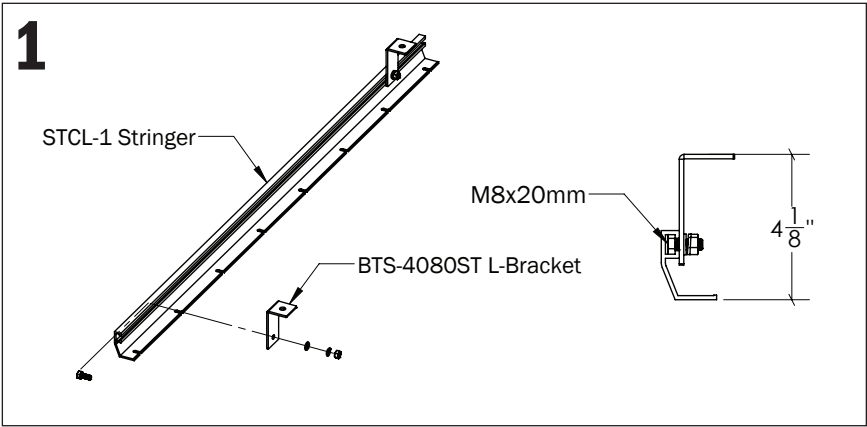
Fortina Louvers > Ceiling > Stringer Mounted > Interior Only

**STEP 1:** Slide the included M8 Bolt into the C-shaped track of the stringer so that the head is in the track and the threads stick out. Attach the L-Brackets as shown no more than 36" apart along the length of the stringer.

**STEP 2:** Locate threaded rod supports in the ceiling blocking every 36". The L-Bracket supports up to Ø3/8" rod. Guide the thread rod through the hole in the bracket and thread on a nut/washer from underneath to support it.

**STEP 3:** Starting at one end of the stringer, attach the louvers by sliding the BTP T-Nut into the open channel of the louver, aligning the bolt with the pre-cut notch.

Note that the panels may also be pre-assembled on the ground and hoisted up to supporting rods.



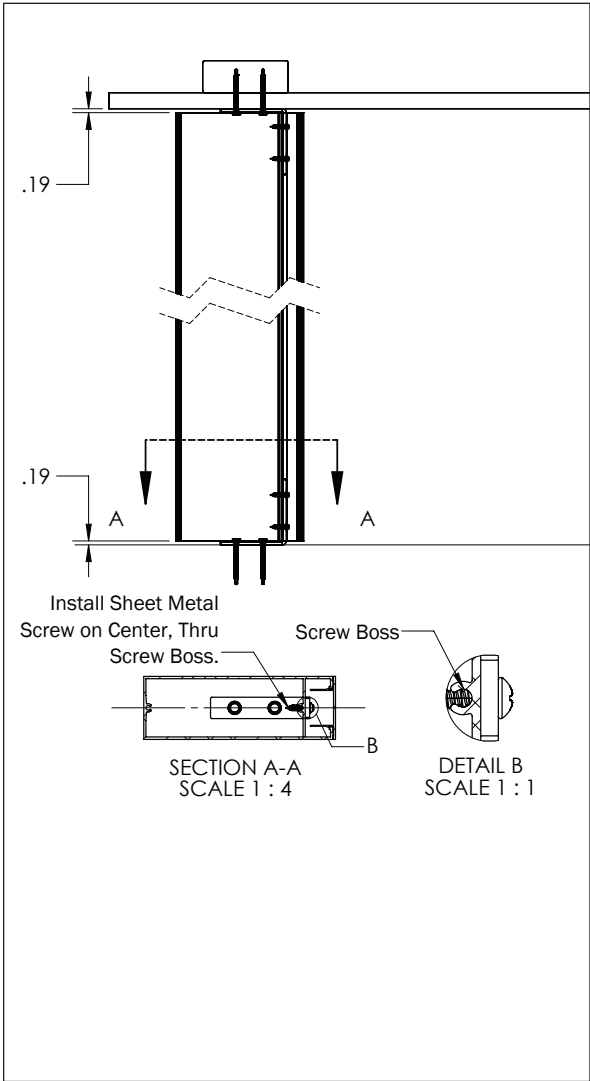
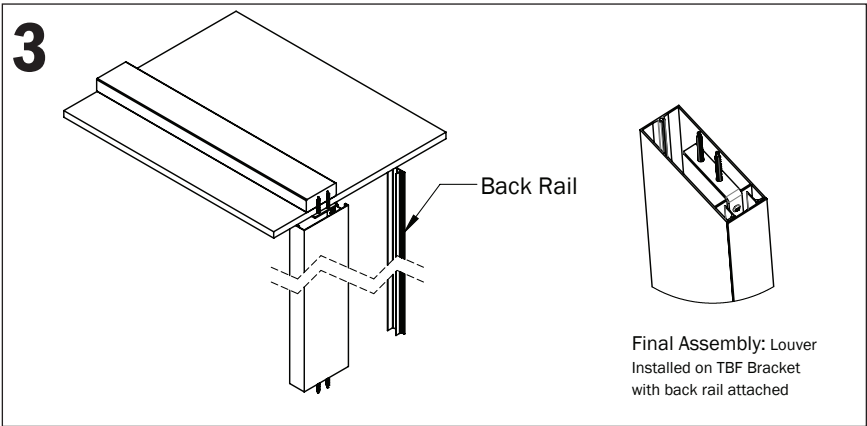
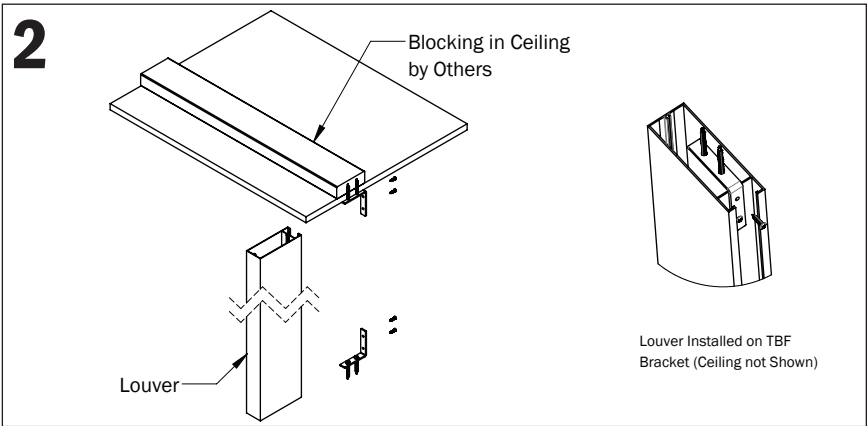
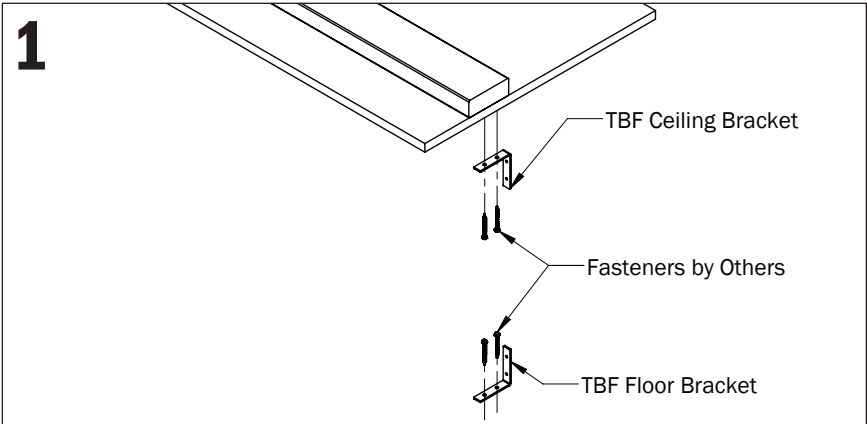
INSTALLATION INSTRUCTIONS

Fortina Louvers > Floor To Ceiling > Interior/Exterior

**STEP 1:** Mount TBF Brackets to floor and ceiling with appropriate blocking and hardware.

**STEP 2:** Slide the open channel of the louver over the brackets. The louver should be 3/8" shorter than the measured floor to ceiling height to allow clearance for the brackets. Using the brackets as a guide, drill pilot holes centered on the louver going through the screw boss. Use two #8 sheet metal screws to secure the louver to the bracket at both the ceiling and the floor.

**STEP 3:** Once the louver is securely fastened, the back rail may be snapped into place by hand.



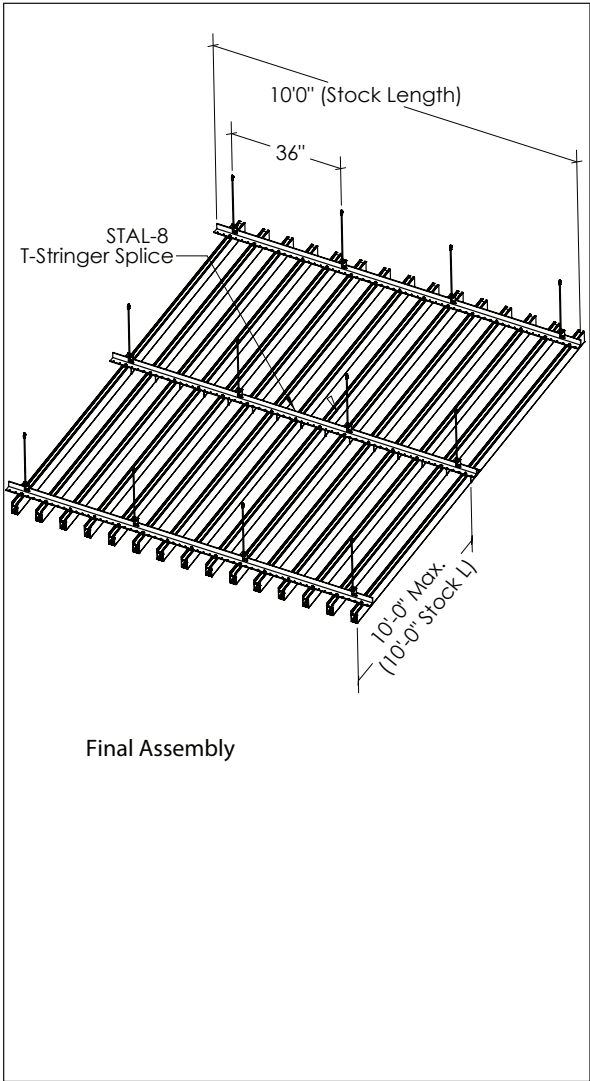
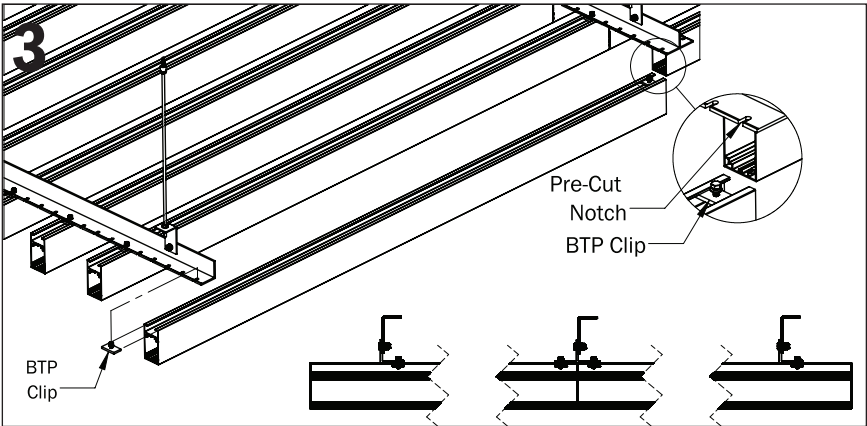
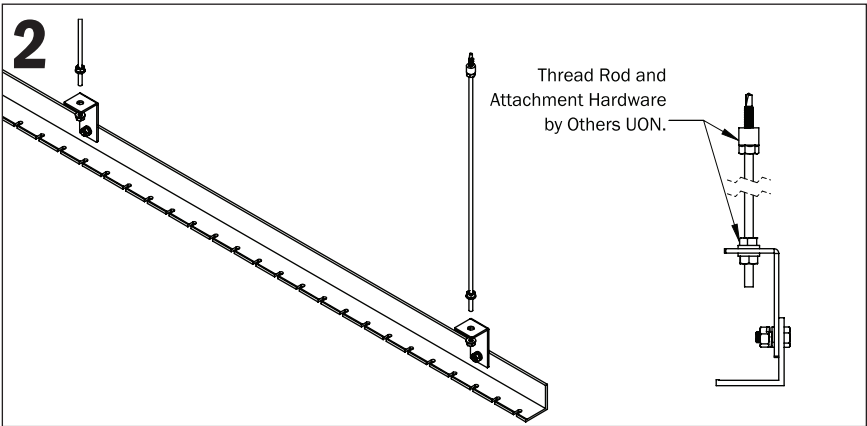
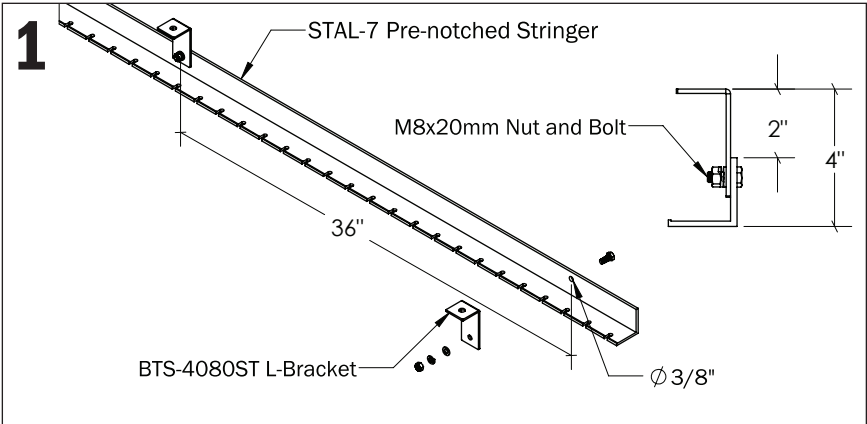
Fortina Louvers > Ceiling > Interior/Exterior

**STEP 1:** Drill clearance holes in the stringer for the M8 bolt (about Ø3/8"). Attach the L-Brackets as shown no more than 36" apart along the length of the stringer.

**STEP 2:** Locate threaded rod supports in the ceiling blocking every 36". The L-Bracket supports up to Ø3/8" rod. Guide the thread rod through the hole in the bracket and thread on a nut/washer from underneath to support it.

**STEP 3:** Starting at one end of the stringer, attach the louvers by sliding the BTP T-Nut into the open channel of the louver, aligning the bolt with the pre-cut notch.

Note that the panels may also be pre-assembled on the ground and hoisted up to supporting rods.



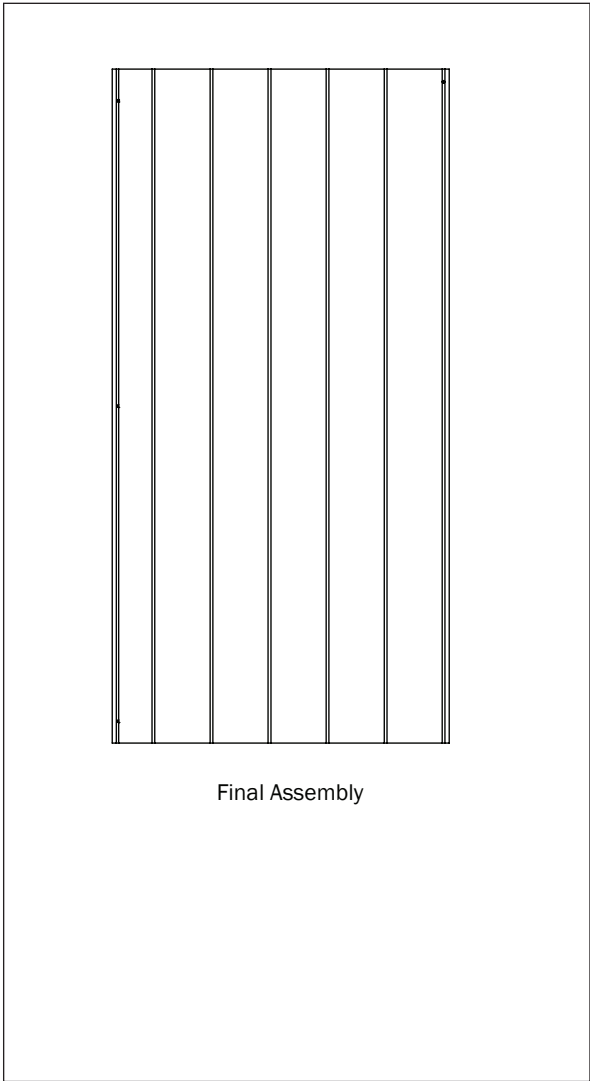
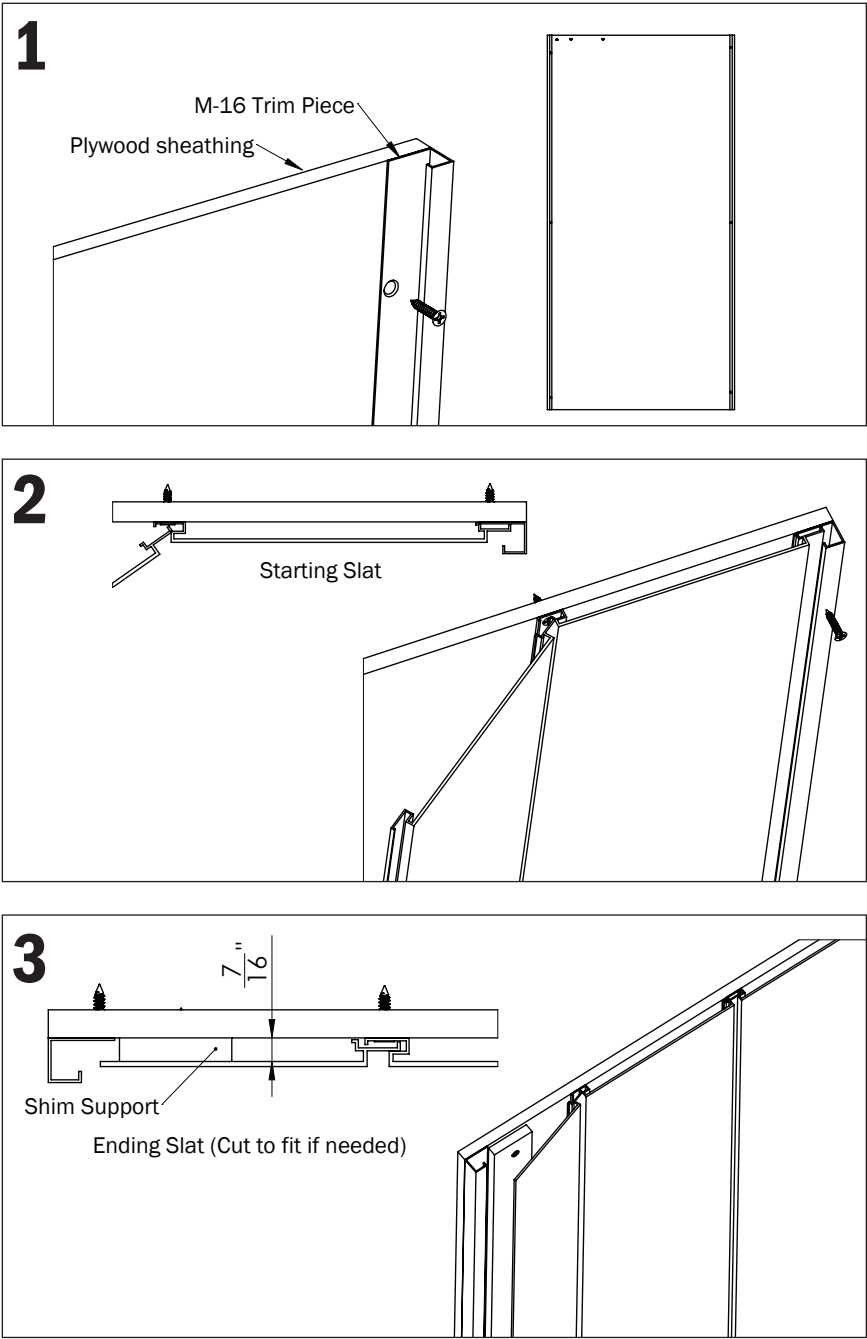
INSTALLATION INSTRUCTIONS

Fortina Slats > Wall > Interior/Exterior

**STEP 1:** Ensure that the mounting surface for the slats is as flat and smooth as possible. Establish the starting side by screwing the edge trim to the wall to create a finished edge.

**STEP 2:** Install the first slat as shown, using low-profile screws to secure the groove side every 24" along the slat length. Rotate the "tongue" side of the next slat into the groove of the previous and screw the groove side into place. Slats are installed progressively in this manner.

**STEP 3:** Often the last slat in the sequence will need to be cut lengthwise (rip-cut) to fit, and a shim piece will be needed to support it. Screw the shim to the wall and secure the slat to the shim with double-stick tape or discrete screws.



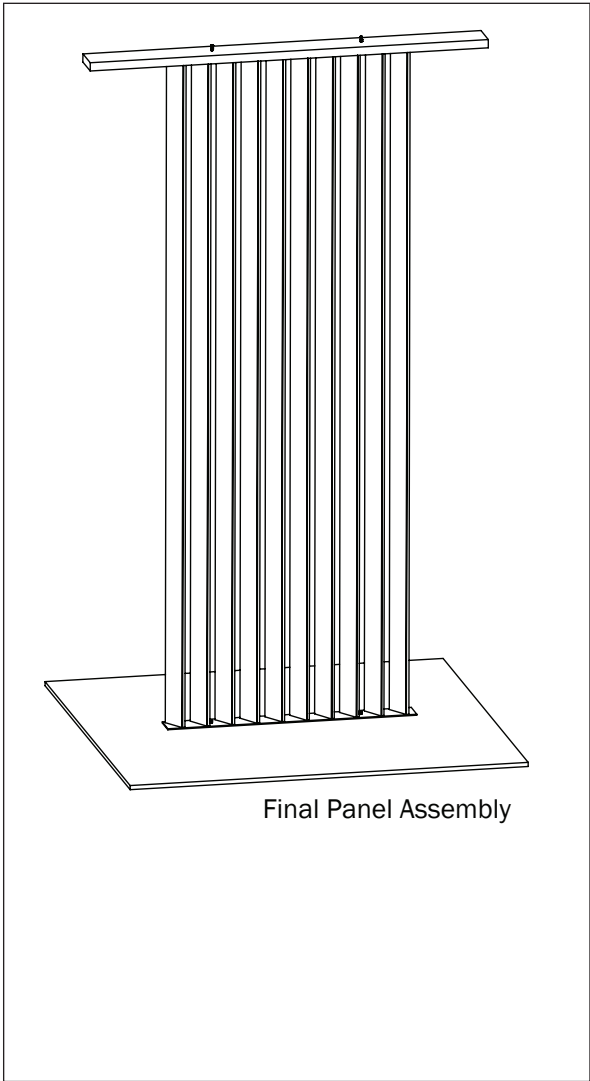
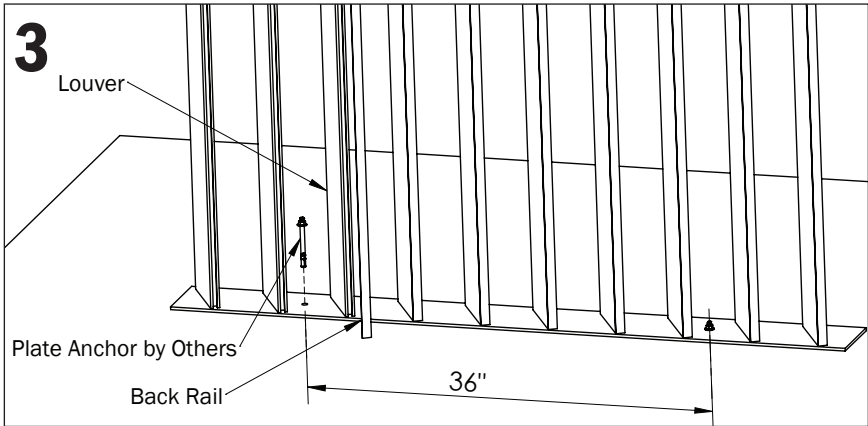
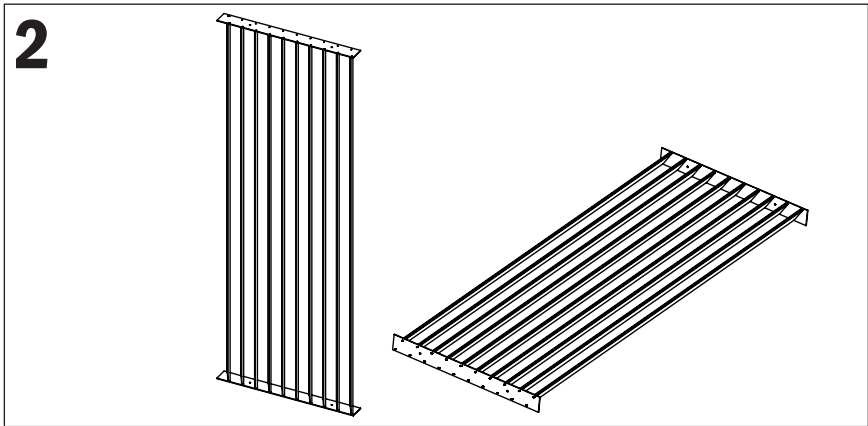
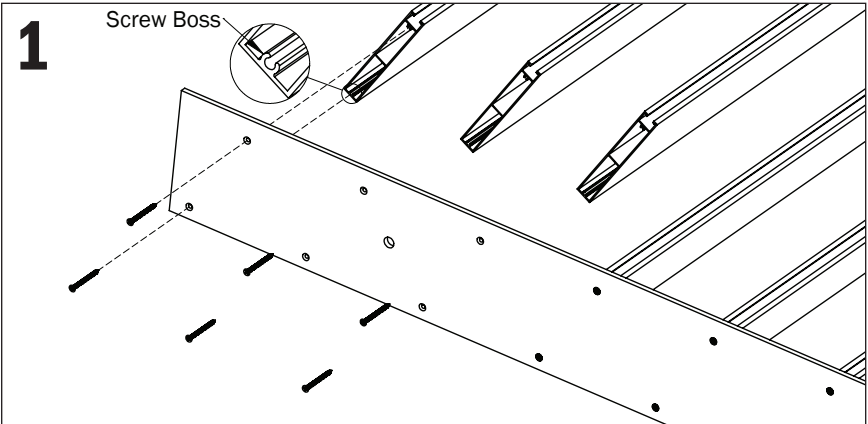


Fortina Slats > Screen End Plate > Interior/Exterior

**STEP 1:** Align the louver screw bosses with the counter- sunk holes in the end plate. Be sure to note which way the open channel at the back of the louver is facing. Install two #8 sheet metal screws per side on each louver.

**STEP 2:** Repeat the process with the second end plate to create the screen panel. Back rail covers may be installed at this point, or one the screen is mounted, as long as the back side is accessible.

**STEP 3:** Position the screen panel and install shims as needed. Anchor the screen to the floor and ceiling with suitable anchors spaced no more than 36" apart for each plate. If not already installed, press on finished back rails to complete the assembly.



INSTALLATION INSTRUCTIONS

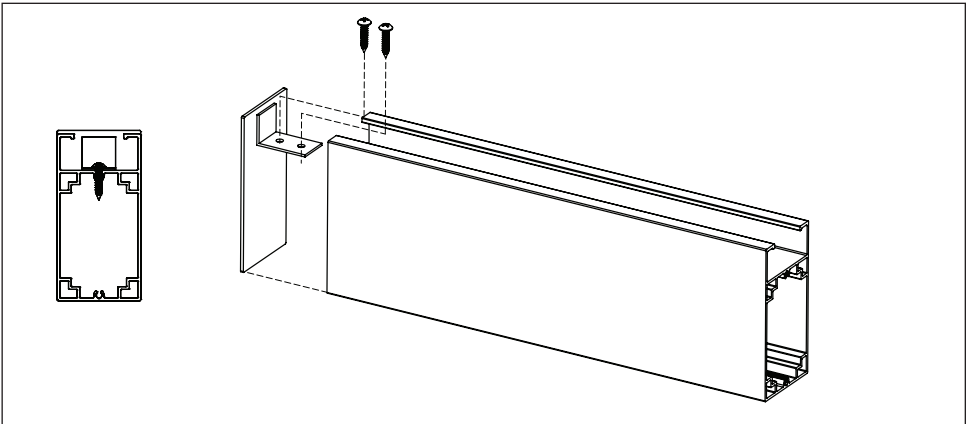
Fortina Slats > Endcaps

Domestic (USAB)

Used on: Domestic THS-3010/5010/5015 Material: Steel

Finish: Powder Coat to Match Louver Finish

**Installation:** Align end cap to louver face and pre-drill Ø1/8" pilot holes. Firmly hold the cap in place and install two #8 sheet metal screws (not included) as shown.

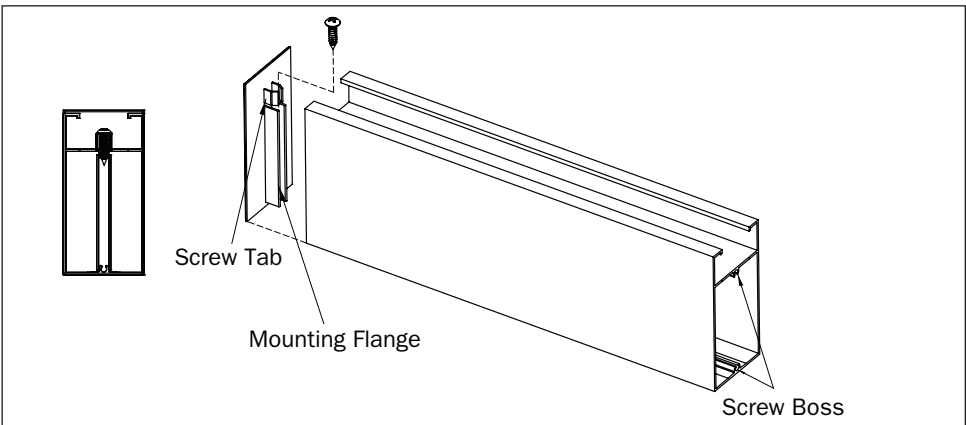


Snap-on

Used on: THS (Stringer-Attach) Louvers Material: Aluminum

Finish: Powder Coat match or Wood Grain

**Installation:** Align the mounting flanges on either side of the screw boss with the screw tab facing the open back channel as shown. Tap the end cap with a soft mallet to press-fit it in place and screw a #10 sheet metal screw (not included) onto the tab for added retention.

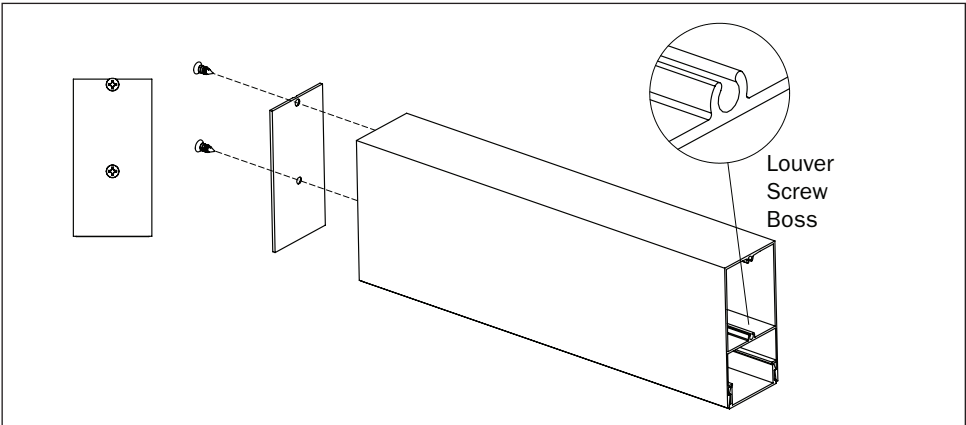


Screw-on

Used on: TLKS (Direct-Attach) Louvers Material: Aluminum

Finish: Powder Coat match or Wood Grain

**Installation:** Align the cap mounting holes with the integral screw bosses in the louver. Install the included sheet metal screw with a #3 small phillips drive.

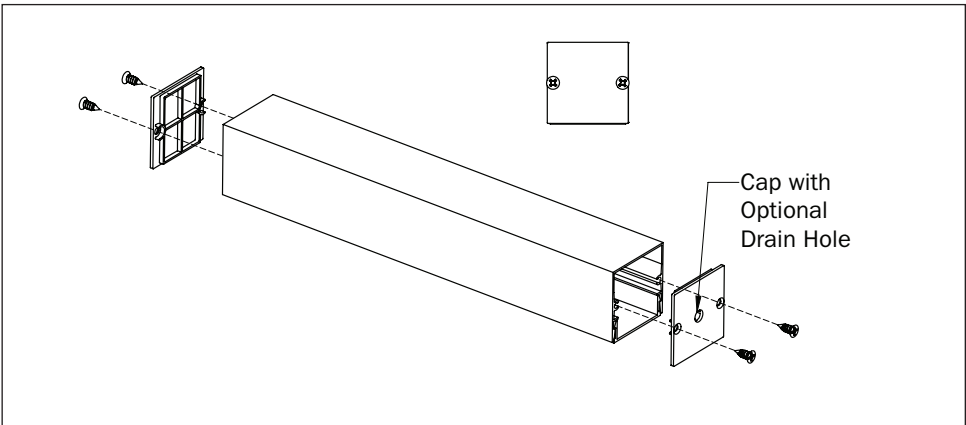


Screw-on Plastic

Used on: Domestic TLKS-5050 Louvers Material: ABS

Finish: Color to Match Wood Grain

**Installation:** Align the cap mounting holes with the integral screw bosses in the louver. Install the included sheet metal screw with a #3 small phillips drive.





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Fortina Battens used in direct application both horizontally and vertically, as well as on Stringers as a canopy. Finish in Maquillage Elm W.



# **FORTINA**

**is a remarkable architectural system that will fool your senses: replicating wood slats and Battens with aluminum and a hyper-realistic non-pvc surface. The combination of these materials makes the collection perfect for "green" building. The large collection of finishes have a touch and feel that is indistinguishable from real wood. It dramatically enhances environments with the benefits of lighter weight, less cost, less waste, easier installation, as well as more consistent color and finish than real wood. Because of the materials and highly-controlled manufacturing process, Fortina For B+N can be used in both interior and exterior situations such as walls, ceilings, screens, and countless other applications. With a variety of installation hardware, Fortina facilitates installation and shortens project construction times while bringing the warm look and feel of wood to the project.**



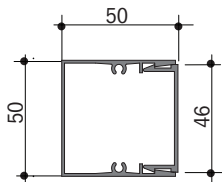
# The Fortina Quick Ship Program

Manufactured domestically, our Quick Ship Program has been revamped to meet your urgent project needs. With a lead time of just 72 hours, you can count on fast delivery of our Fortina battens. Our Quick Ship program offers four profiles and five finishes, making it easier than ever for designers and specifiers to meet tight deadlines. Whether you're working on interior or exterior installations, we have you covered.

Combine any of the below profiles and finishes to expedite your project with Fortina.



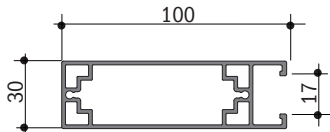
**TA-758**  
Vent Walnut N



50mm x 50mm Louver  
Available in 20 ft. lengths  
Application: Direct



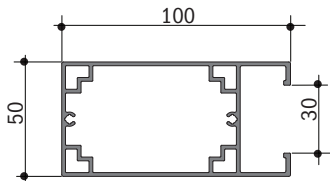
**TA-647**  
Earl Walnut M



30mm x 100mm Louver  
Available in 12 ft. lengths  
Applications: Stringer, Floor-to-Ceiling and Direct



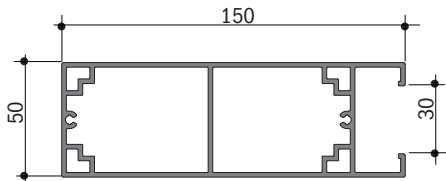
**TA-532**  
Cherry Line M



50mm x 100mm Louver  
Available in 12 ft. lengths  
Applications: Stringer, Floor-to-Ceiling and Direct



**TA-775**  
Carina Elm D



50mm x 100mm Louver  
Available in 12 ft. lengths  
Applications: Stringer, Floor-to-Ceiling and Direct



**TE-SN2035\***  
Axis Oak N



\*TE-SN2035 is suitable for interior only.





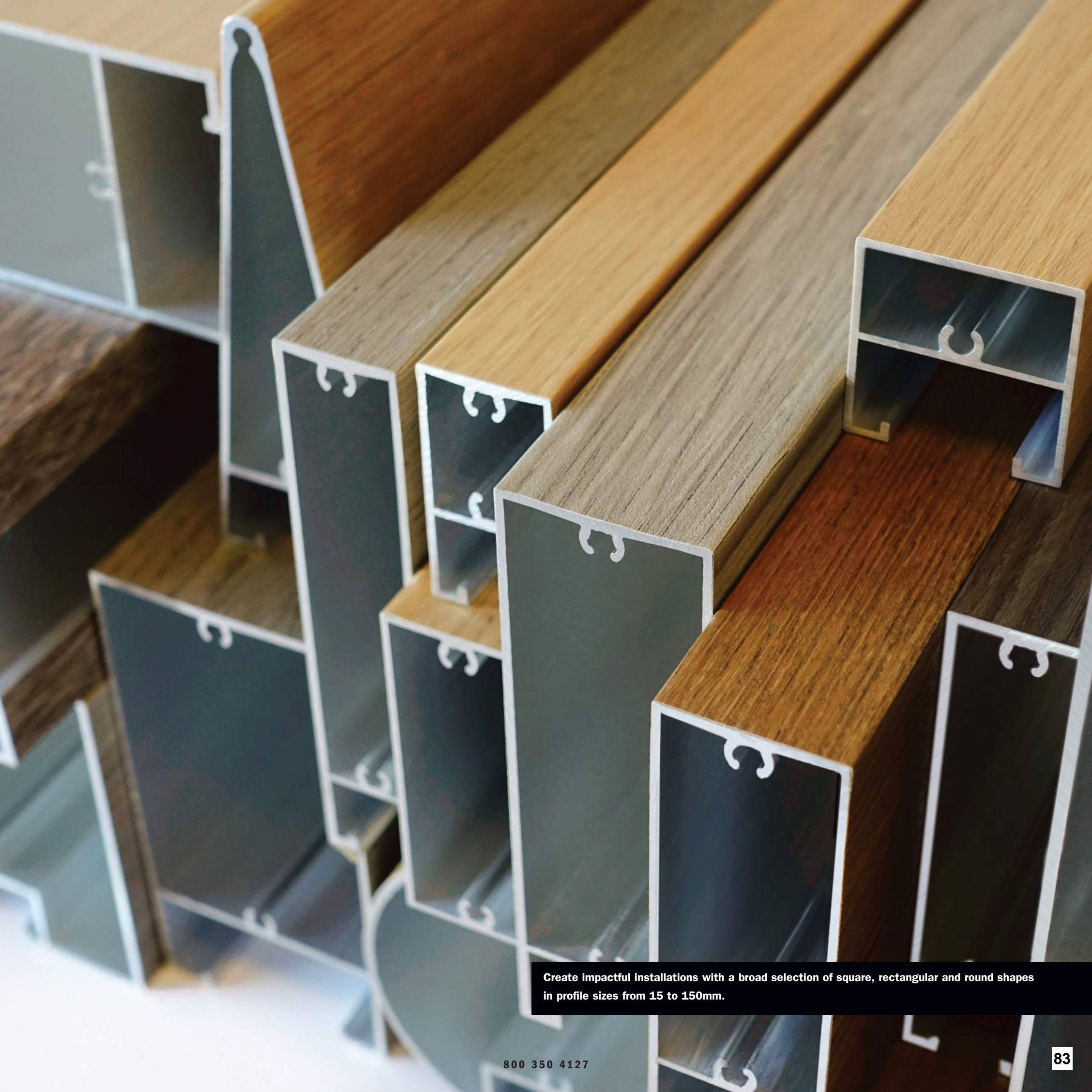
THS-5015 in TA-532 Cherry Lime M at the Marion Fire Station Headquarters.





Battens are wrapped in an extremely durable non-PVC film. These films replicate real wood veneers with an astounding realism, indistinguishable from real wood but with a consistency and durability beyond actual timber.





Create impactful installations with a broad selection of square, rectangular and round shapes in profile sizes from 15 to 150mm.



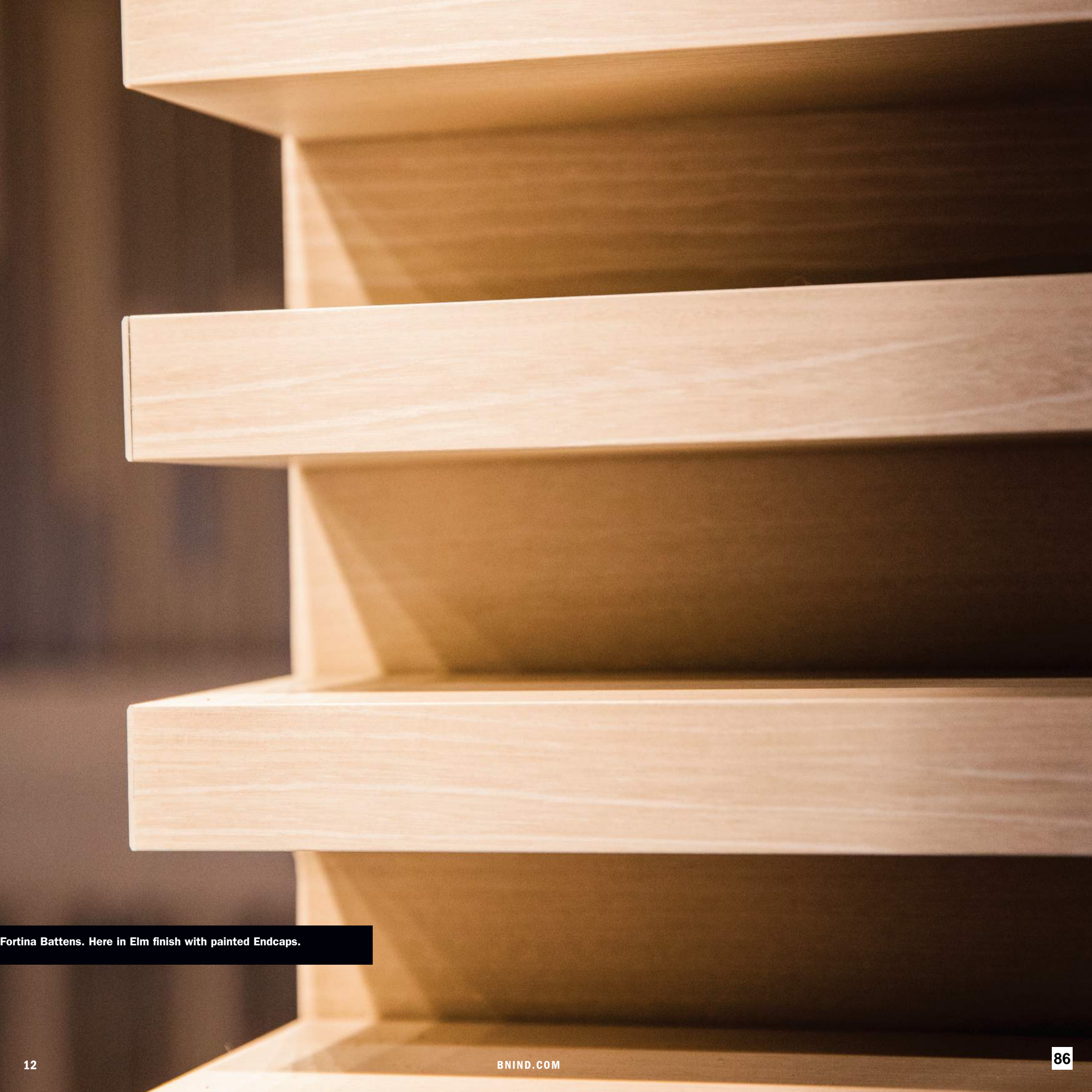






**Kauppakeskus Plaza, Salo, Finland. Architect: Suunnittelutoimisto Ameriikka Oy.  
Fortina Batten: THS-5015. Finish: TA-026 White Elm Neo**





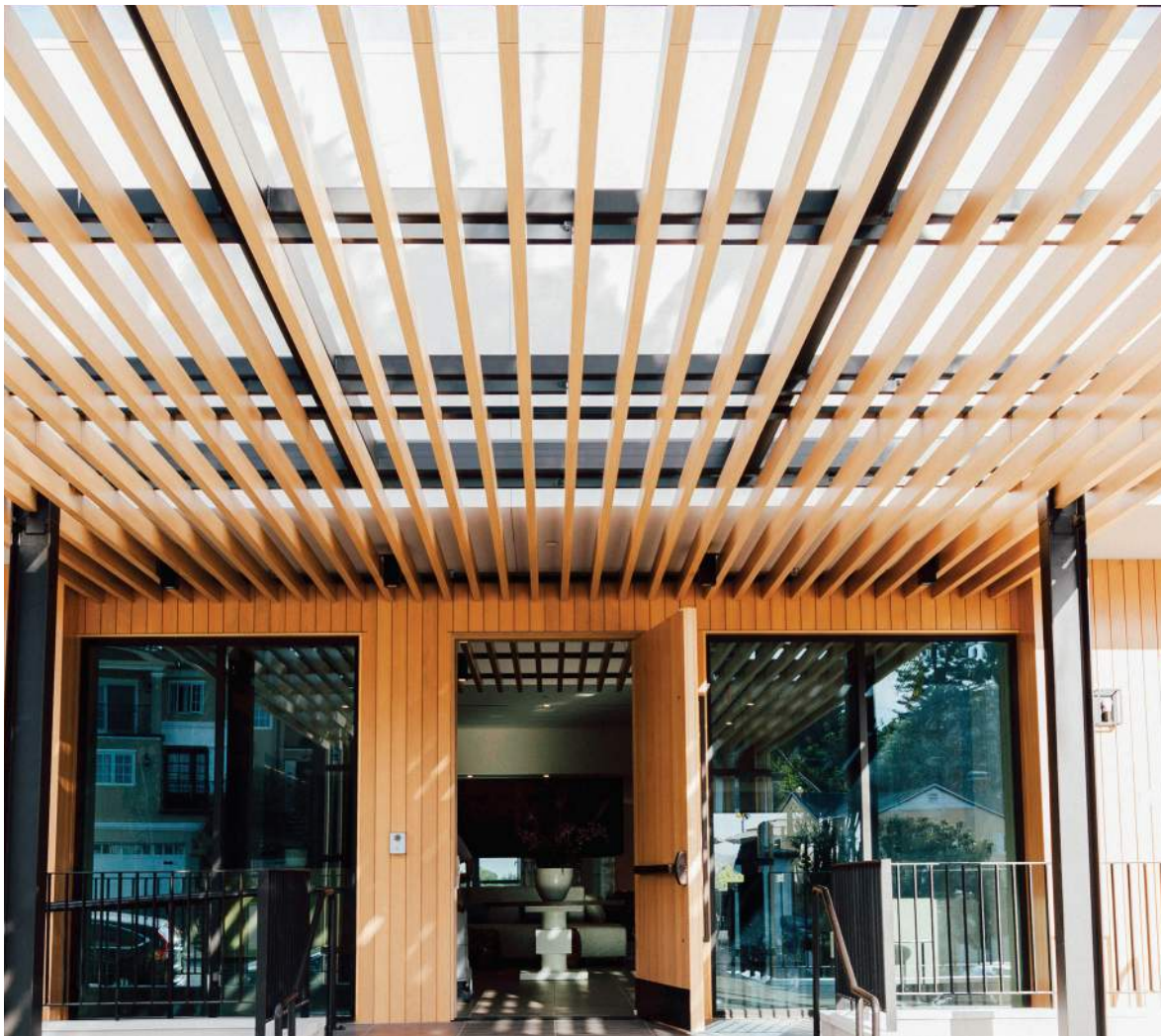
Fortina Battens. Here in Elm finish with painted Endcaps.





The Capitol Hotel Tokyu. Lobby walls with Direct Attachment Fortina Battens in Rokko Cedar









Griffin Club Los Angeles. Batten: THS-50125. Finish: TA-758 Vent Walnut N.  
Architect: CCY Architect.





## NYAKERS

There is no cookie that says "Christmas in Sweden" more than traditional Nyakers. Made with real ginger, they're crunchy and spicy flavor is a delicious holiday treat.





Cost Plus World Market - Brooklyn, NY. Batten: THS-5015. Finish: TE-720 Novel Birch L.









UVU Center for Autism - Orem, Utah. Batten: THSN-5050. Finish: TE-905 Long Valley Maple.









Mudd Library, Northwestern University. Batten: THS-3015. Finish: TE-836 Raffine Cherry M and clear anodized.









GLORIA  
BREVIS EST

HONOR  
LONGA

Northland Controls. Batten: THS-5015. Finish: TE-2036 Axis Oak.









Northland Controls. Batten: THS-5015 and THS-7575. Finish: TE-2036 Axis Oak.







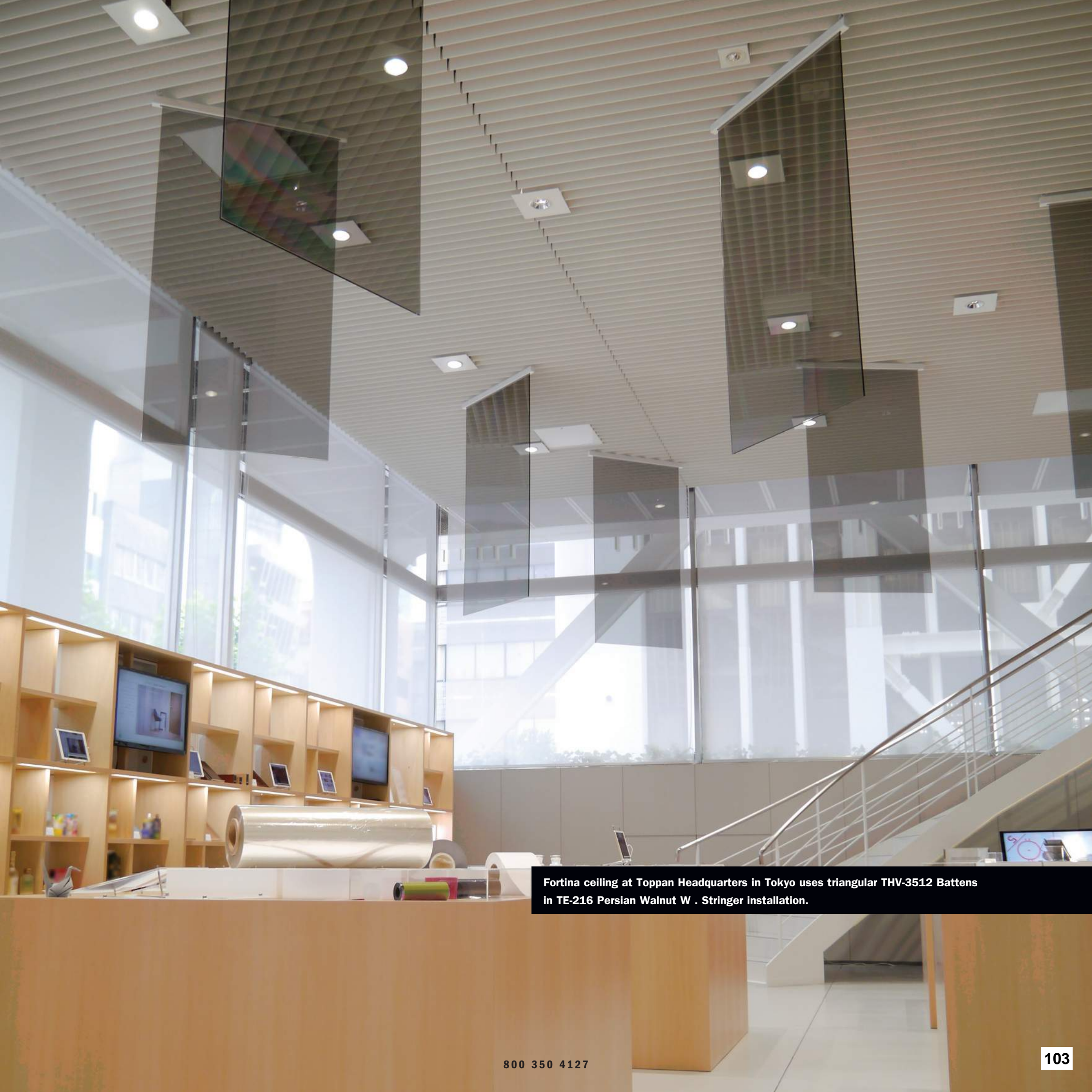


160 E Tasman Dr, San Jose, CA. Batten: THS-50125. Finish: TA-758 Vent Walnut N.









**Fortina ceiling at Toppan Headquarters in Tokyo uses triangular THV-3512 Battens in TE-216 Persian Walnut W . Stringer installation.**









2236 S Barrington Ave, Los Angeles. Architect: Shubin + Donaldson. Batten: THS-2010. Finish TA-009 Aging Metal.





ACE

The Kit And Ace stores use two different profiles of Fortina Battens as both interior ceiling and wall applications, as well as an exterior facade. Interior finish is TE-770 Modesty Birch, exterior finish is TA-004 Rocco Cedar. Battens: THS-2010 and THS-1040.

PULL













Fortina is mounted on the ceiling and walls with an interlocking backrail system.  
Batten: TLKS-5010, finish: TE-882 Norte Oak L.





Paola Lenti used Fortina Battens to create a semi-private garden pavilion, and also to screen the building in the background. Fortina Battens in TA-808 Vent Walnut finish.

© TOPPAN REALAZIONI - PAOLA LENTI 2016



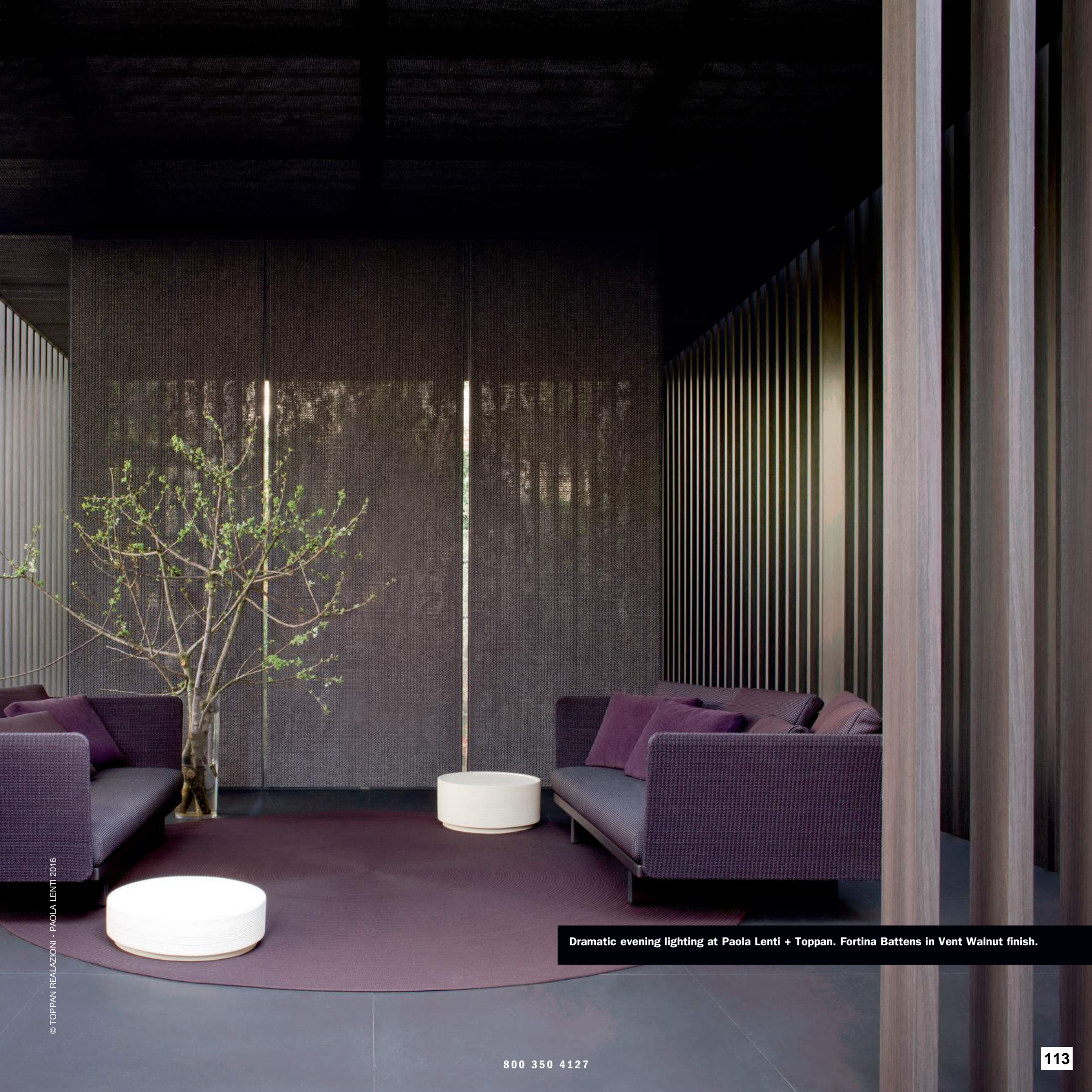




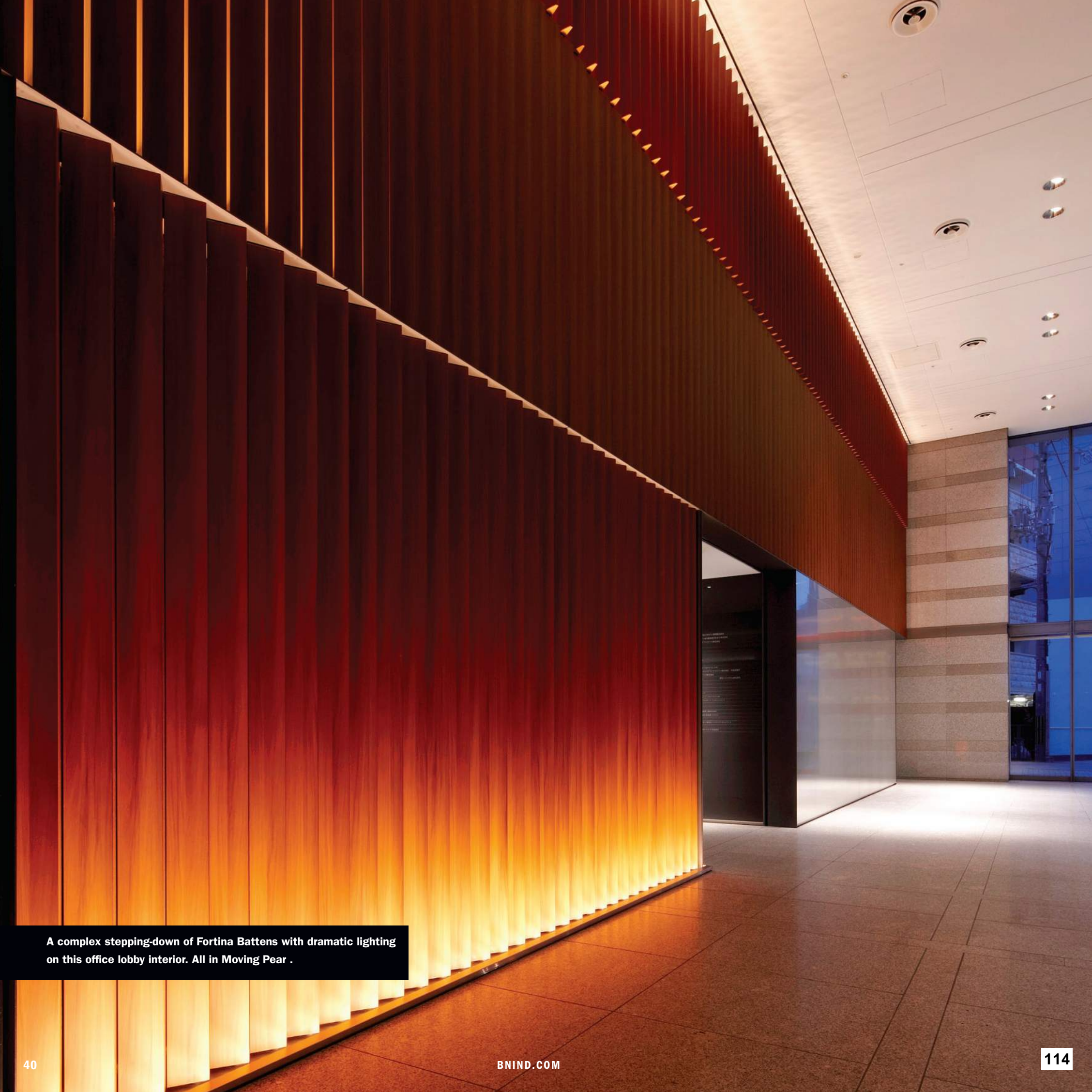


A serene garden pavilion by Paola Lenti at Fuorisalone Milan. Fortina Battens in Vent Walnut finish.







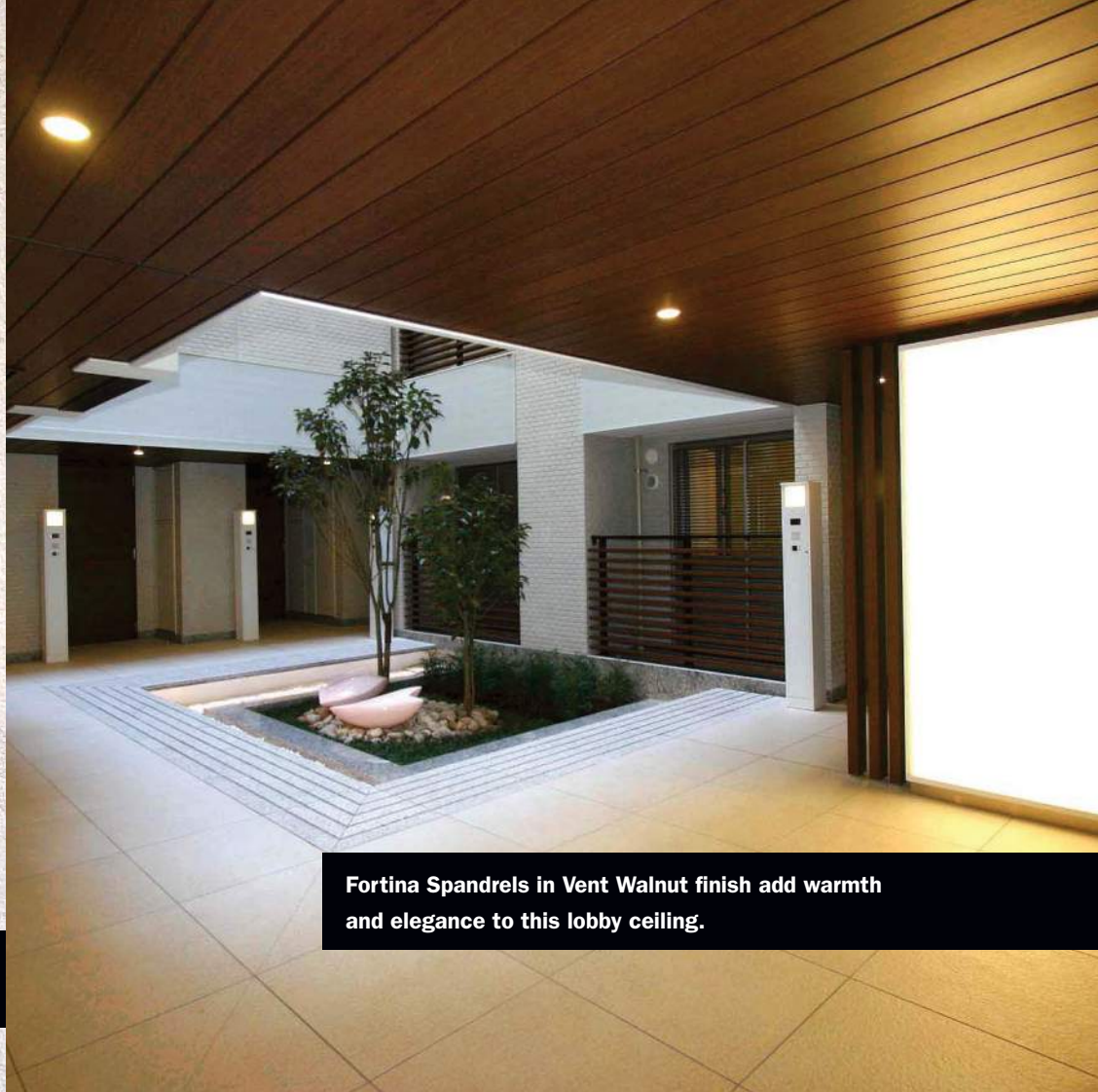


A complex stepping-down of Fortina Battens with dramatic lighting on this office lobby interior. All in Moving Pear .

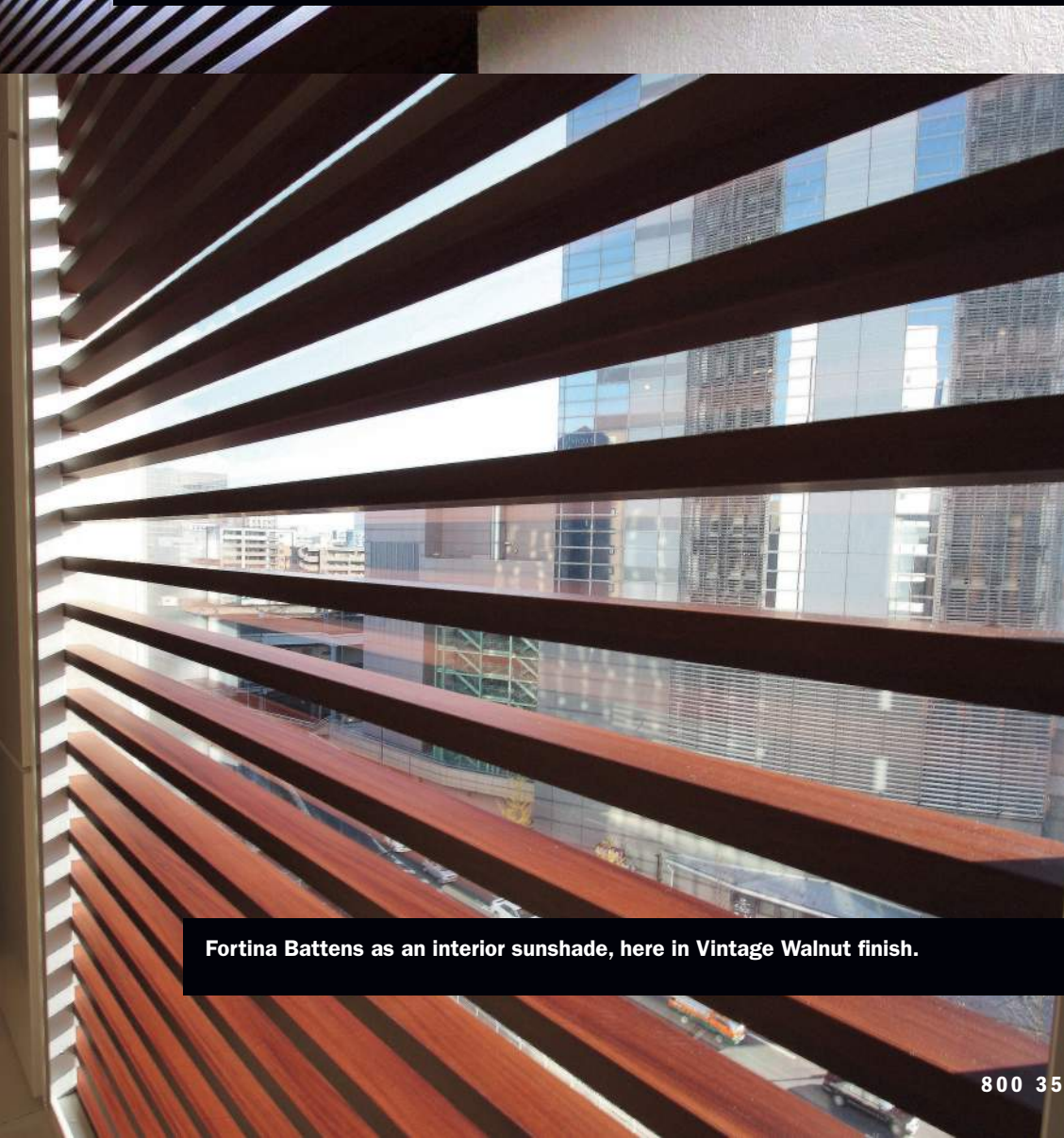




Fortina Battens can be stacked for a more solid play of forms and back-lit. Here in Vintage Walnut finish.



Fortina Spandrels in Vent Walnut finish add warmth and elegance to this lobby ceiling.

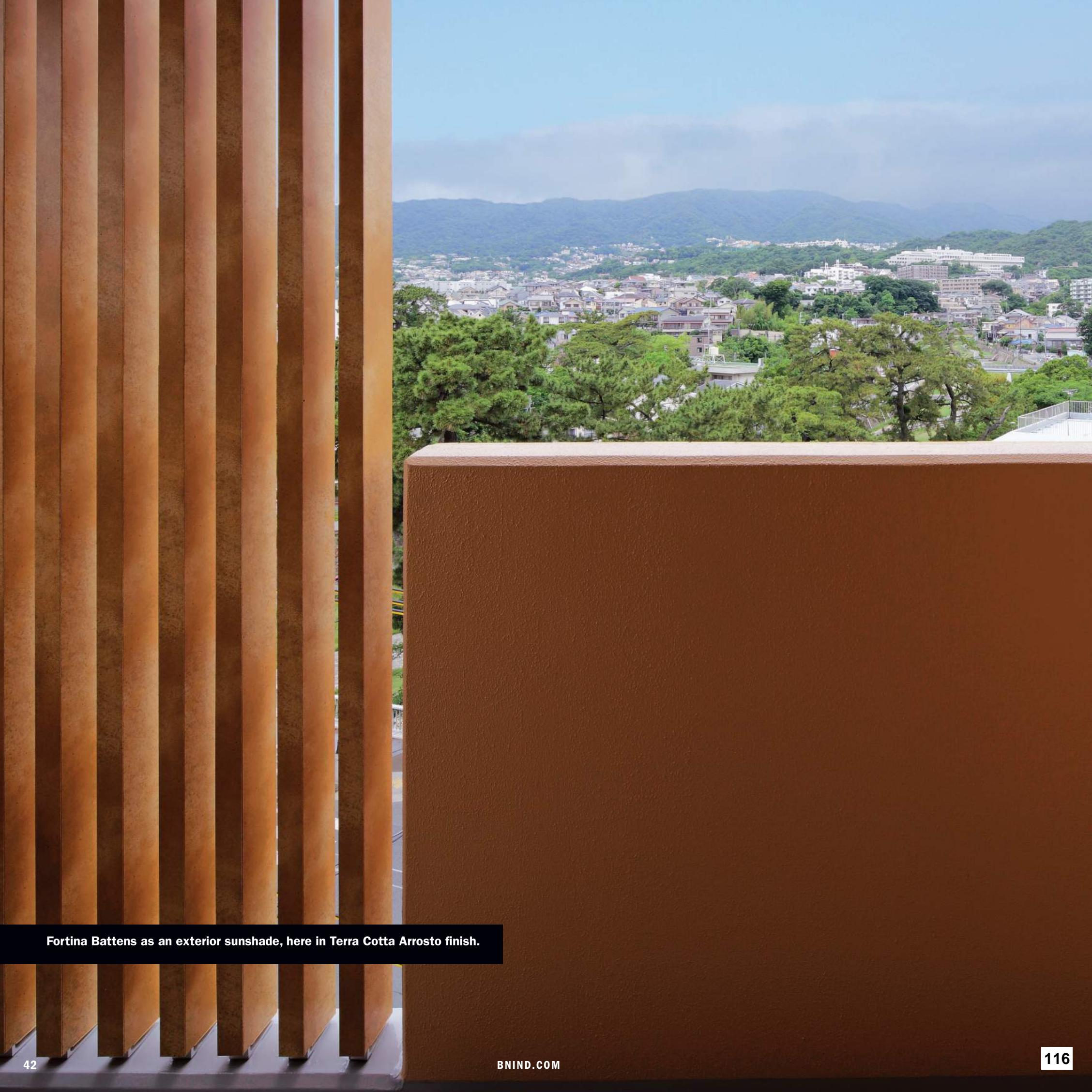


Fortina Battens as an interior sunshade, here in Vintage Walnut finish.



Adding Fortina Battens to interior or exterior walls and ceilings is an inexpensive way to change and enhance the drama of natural light. Here, Rokko Cedar finish at an exterior entrance canopy.






Fortina Battens as an exterior sunshade, here in Terra Cotta Arrosto finish.





Even when installed on large commercial building, Fortina offers a consistent expression with ease of installation that can shorten construction time. Here in Vintage Walnut.



A large-scale photograph of a building's exterior focal wall. The wall is composed of numerous dark, vertical wooden battens of varying lengths, creating a dense, three-dimensional, corrugated texture. The battens are arranged in a way that creates a strong sense of depth and movement. Above the main wall, a section of a lighter-colored building with a window is visible. Below the main wall, a white horizontal band contains the text 'THE GRAN' in large, bold, white letters, and 'SUITE ROOM' in smaller, blue, sans-serif letters. The bottom of the image shows a dark, reflective surface, possibly a pool or a wet plaza, which mirrors the wall above. A small, dark, rectangular object is visible on the right side of the reflection.

This exterior focal wall is made up of 4 different size Fortina Battens in the same finish to create a corrugated three-dimensional look. All in Vent Walnut finish.

# ***THE GRAN***

## *SUITE ROOM*

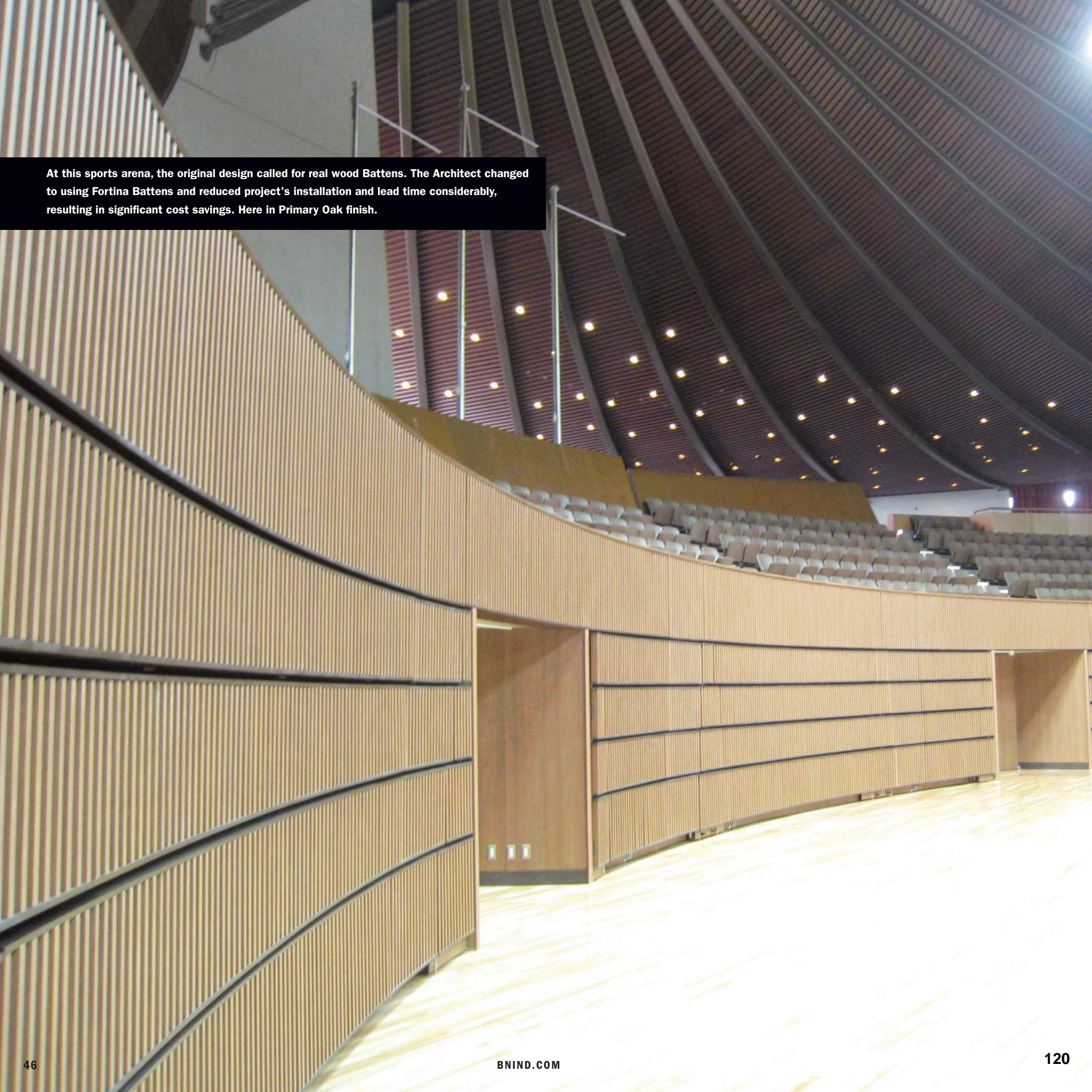




ND GREEN

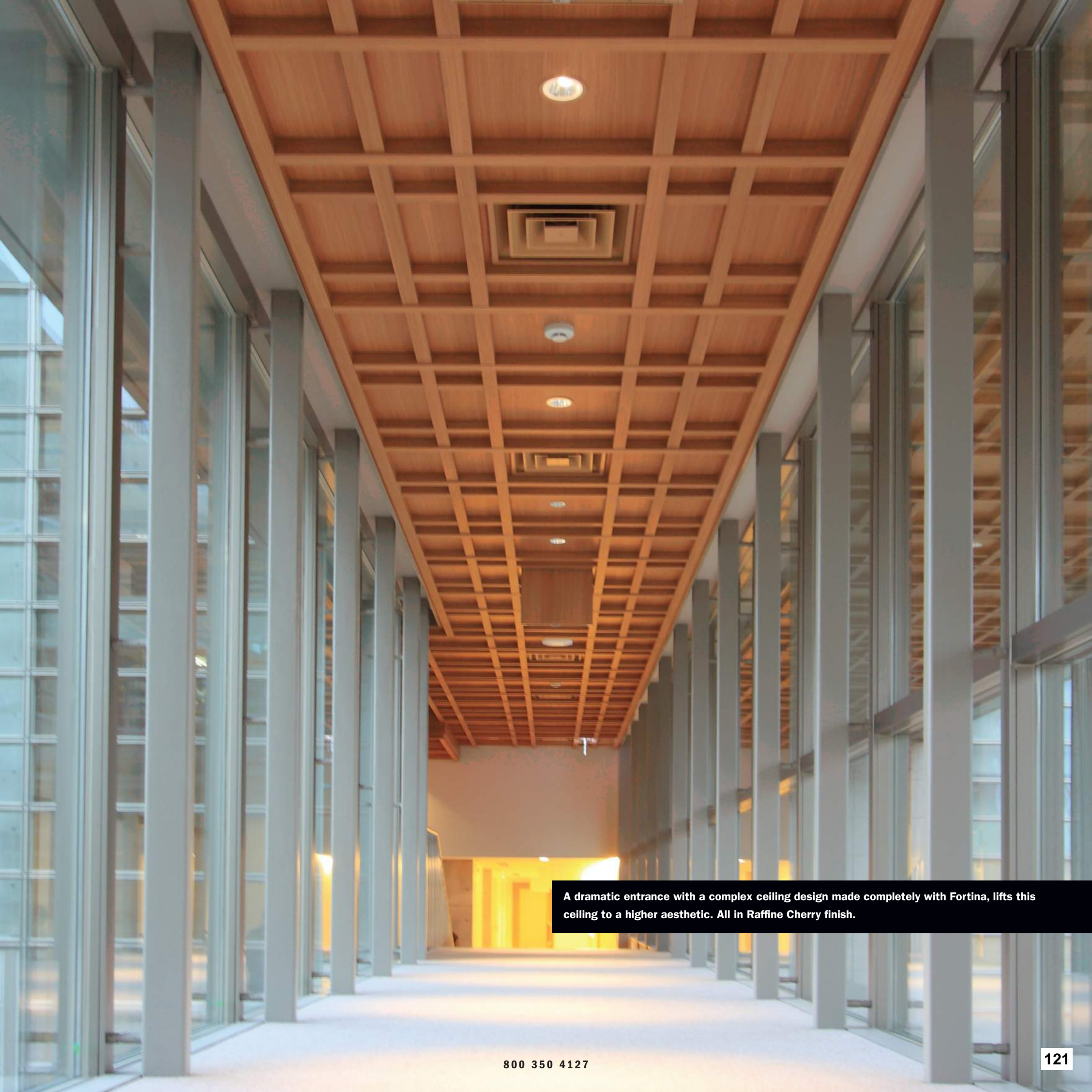
A WEDDING





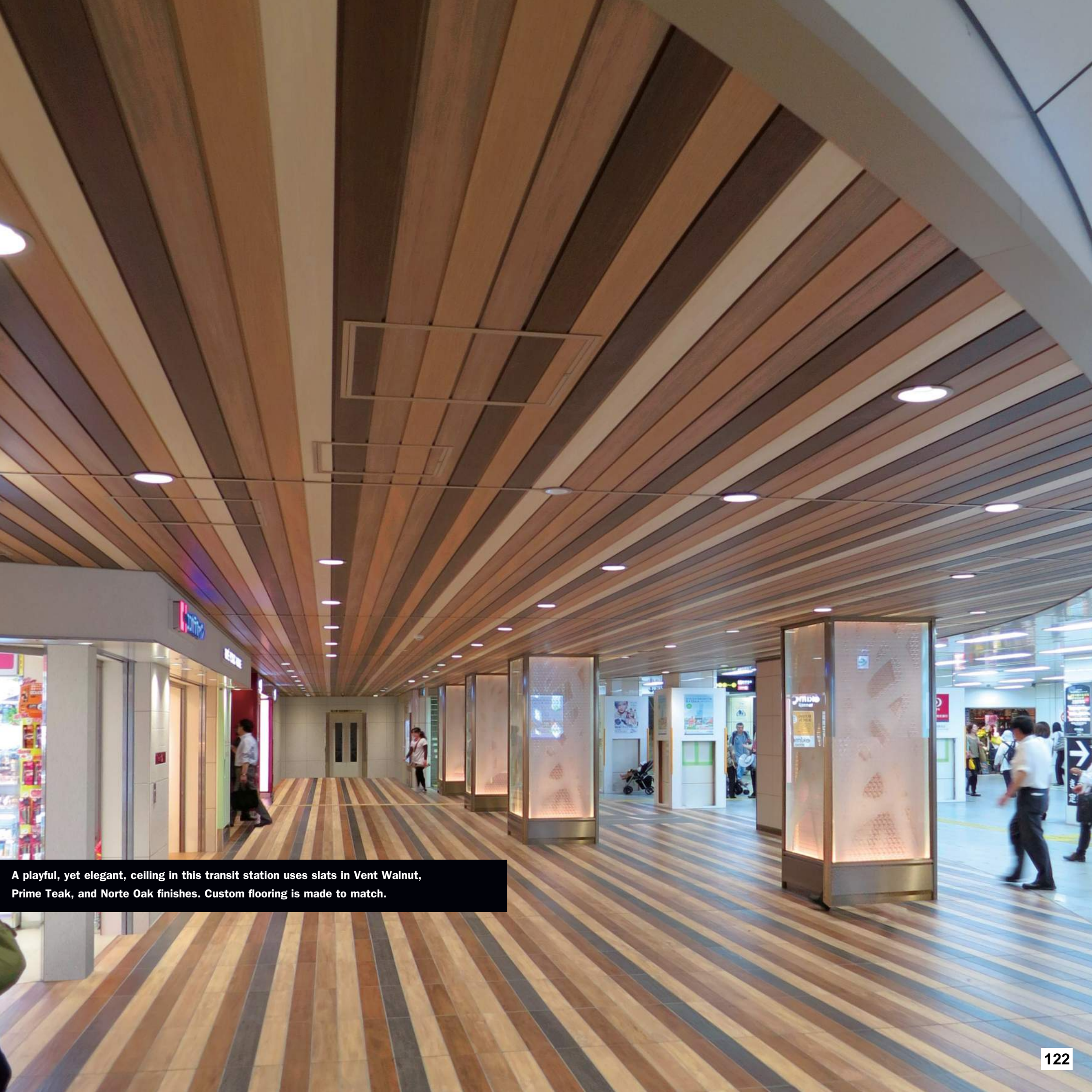
At this sports arena, the original design called for real wood Battens. The Architect changed to using Fortina Battens and reduced project's installation and lead time considerably, resulting in significant cost savings. Here in Primary Oak finish.





A dramatic entrance with a complex ceiling design made completely with Fortina, lifts this ceiling to a higher aesthetic. All in Raffine Cherry finish.



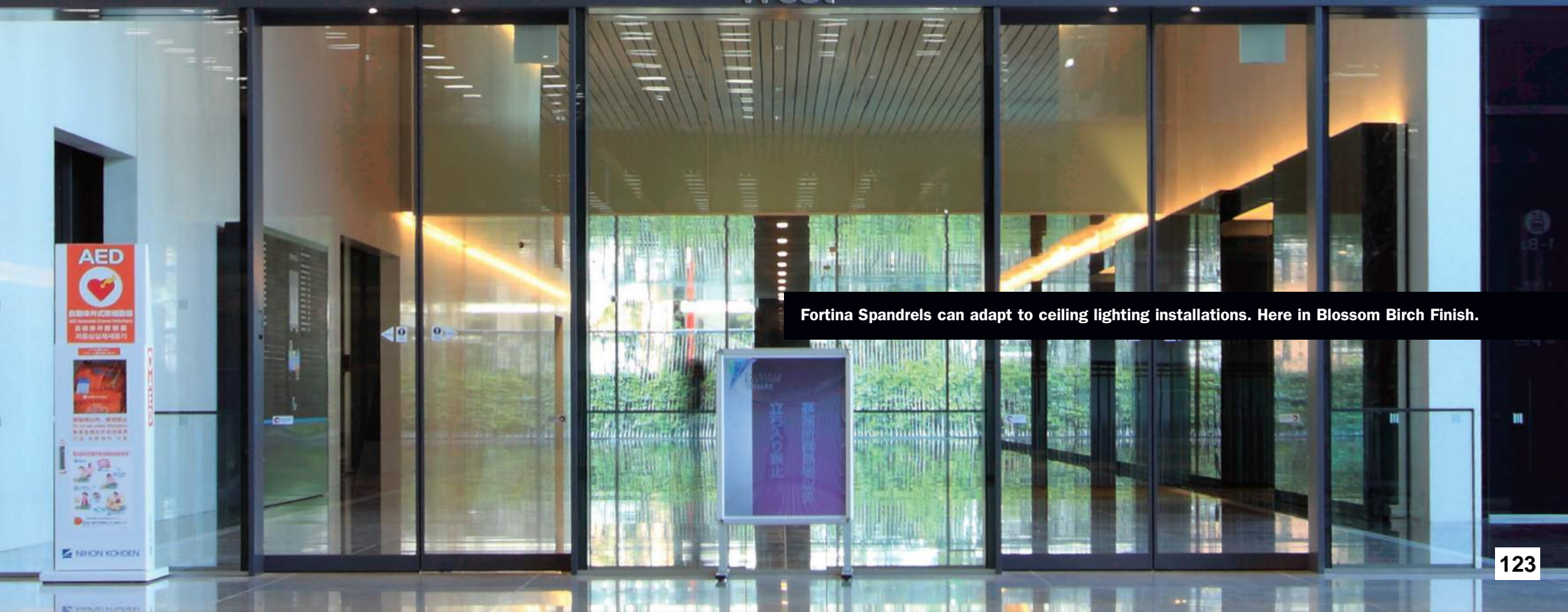


A playful, yet elegant, ceiling in this transit station uses slats in Vent Walnut, Prime Teak, and Norte Oak finishes. Custom flooring is made to match.





West



Fortina Spandrels can adapt to ceiling lighting installations. Here in Blossom Birch Finish.



# Interior Finishes

Please note that the color in the brochure may vary from the actual product. Each design collection is subject to change periodically without notice.



**TE-SN2015**  
Crema Chestnut CW



**TE-SN710**  
Crema Cedar



**TE-SN2065**  
Sklira Ash W



**TE-SN2014**  
Crema Chestnut FW



**TE-SN2084**  
Brook Willow W



**TE-SN2080**  
Marble Wood W



**TE-SN2063**  
Brilas Wood W



**TE-SN947**  
Madras Walnut W



**TE-SN2052**  
Stylish Maple N



**TE-SN940**  
Abel Oak N



**TE-SN2025**  
Maquillage Elm TG



**TE-SN2055**  
Revlon Wall W



**TE-SN2035**  
Axis Oak N



**TE-SN2053**  
Frettare Oak N



**TE-SN2073**  
Pulito Oak N



**TE-SN2058**  
Legacy Ash G



**TE-SN901**  
Alba Oak



**TE-SN882**  
Norte Oak L



**TE-SN2074**  
Pulito Oak L



**TE-SN2098**  
Humming Elm N



**TE-SN2099**  
Humming Elm G



**TE-SN2087**  
Thermos Oak LG



**TE-SN941**  
Abel Oak MC



**TE-SN2105**  
Sieg Birch G



**TE-SN2075**  
Pulito Oak G



**TE-SN2060**  
Tendre Walnut LG



**TE-SN2066**  
Scrilla Ash G



**TE-SN2039**  
English Walnut G



**TE-SN2095**  
Saloon Eucalyptus G



**TE-SN2033**  
Autumn Chestnut





**TE-SN2036**

Axis Oak L



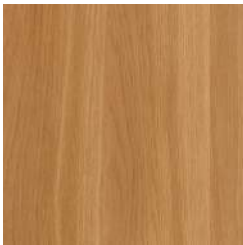
**TE-SN835**

Raffine Cherry L



**TE-SN2104**

Sieg Birch N



**TE-SN 2100**

Diera Oak N



**TE-SN2103**

Ars Cherry M



**TE-SN2067**

Lindo Acacia M



**TE-SN2068**

Lindo Acacia LB



**TE-SN2017**

English Walnut M



**TE-SN2038**

Stretta Teak M



**TE-SN2090**

Allegro Cherry M



**TE-SN2078**

Iris Noche M



**TE-SN2056**

Revlon Wall M



**TE-SN2106**

Plage Tineo B



**TE-SN2069**

Lind Acacia G



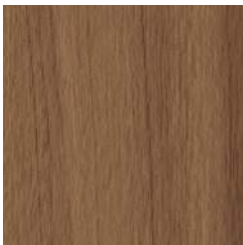
**TE-SN883**

Norte Oak G



**TE-SN2022**

Chalked Sucupira SG



**TE-SN2091**

Allegro Cherry G



**TE-SN2085**

Ligne Cedar G



**TE-SN2094**

Variowood M



**TE-SN2057**

Revlon Wall B



**TE-SN2101**

Canaletto Walnut D



**TE-SN902**

Bliss Walnut B



**TE-SN2059**

Legacy Ash DG



**TE-SN2061**

Tendre Walnut MG



**TE-SN2064**

Brilas Wood DG



**TE-SN2071**

Lagos Mahogany RB



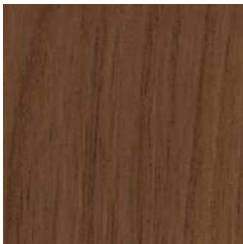
**TE-SN2050**

Symphony Walnut B



**TE-SN948**

Madras Walnut DG



**TE-SN2093**

Agile Walnut B



**TE-SN2092**

Agile Walnut M

# Interior Finishes

Please note that the color in the brochure may vary from the actual product. Each design collection is subject to change periodically without notice.



**TE-SN2088**  
Thermos Oak MG



**TE-SN2018**  
English Walnut B



**TE-SN2077**  
Vintage Oak MG



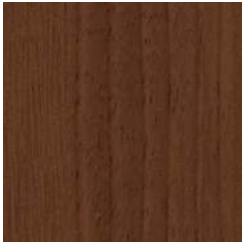
**TE-SN2096**  
Saloon Eucalyptus B



**TE-SN2089**  
Thermos Oak D



**TE-SN2076**  
Vintage Oak B



**TE-SN2079**  
Iris Noche B



**TE-SN2097**  
Stella Elm BL



**TE-SN2086**  
Ligne Cedar DG



**TE-SN2070**  
Lind Acacia BL



**TE-SN944**  
Fram Oak D



**TE-SN2081**  
Marble Wood DG



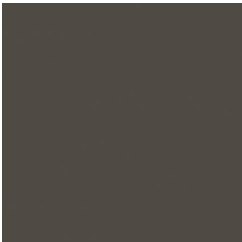
**TE-SN2040**  
English Walnut BL



**TE-SN2051**  
Symphony Walnut D



**TE-SN2062**  
Noir Imbuia D



**TE-SN7002**  
Pure Black



**TE-SN7104**  
Mode Metal BL



**TE-SN7103**  
Mode Metal B



**TE-SN7102**  
Mode Metal G



**TE-SN7101**  
Reflet Cloth G



**TE-SN7100**  
Reflet Cloth W

# Interior/ Exterior Anodized Finishes

Please note that the color in the brochure may vary from the actual product. Each design collection is subject to change periodically without notice.



**SN**  
Silver



**RB-5N**  
Stain Color



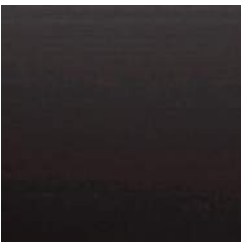
**RB-4N**  
Light Bronze



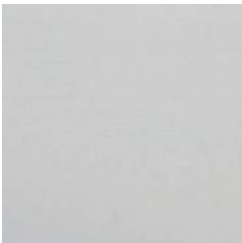
**RB-3N**  
Bronze



**RB-2N**  
Dark Bronze



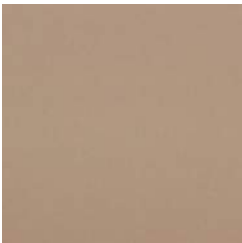
**RB-1N**  
Black



**NS-SN**  
Silver Matte



**NS-5N**  
Stain Color Matte



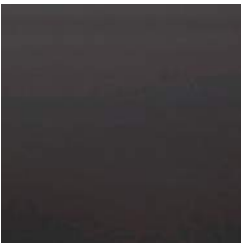
**NS-4N**  
Light Bronze Matte



**NS-3N**  
Bronze Matte



**NS-2N**  
Dark Bronze Matte



**NS-1N**  
Black Matte



# Exterior Finishes

Please note that the color in the brochure may vary from the actual product. Each design collection is subject to change periodically without notice.



**TA-012**  
Bamboo



**TA-005**  
Rican Oak



**TA-758**  
Vent Walnut N



**TA-021**  
Criollo Elm



**TA-028**  
Pacific Gray



**TA-647**  
Earl Walnut M



**TA-031**  
Maple



**TA-532**  
Cherry Line M



**TA-013**  
Antique Cedar G



**TA-014**  
Antique Cedar RB



**TA-602**  
Vintage Walnut



**TA-030**  
Machilus



**TA-605**  
Blossom Birch



**TA-760**  
Vent Walnut D



**TA-775**  
Carina Elm D



**TA-808**  
Vent Walnut BL



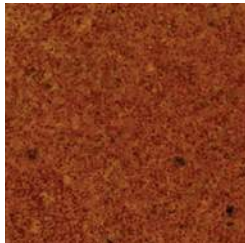
**TA-029**  
Classic Pine



**TA-001**  
Terra Cotta Clay



**TA-002**  
Terra Cotta Arrosto



**TA-003**  
Terra Cotta Rosso



**TA-004**  
Rokko Cedar



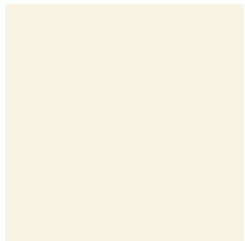
**TA-032**  
Eisen Sakura



**TA-033**  
Bamboo M



**TA-034**  
Bamboo D



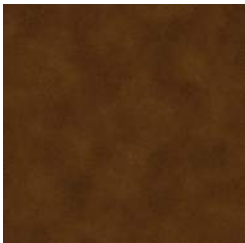
**TQ-093**  
Win White



**TA-006**  
Spangle Metal D



**TA-009**  
Aging Metal PD



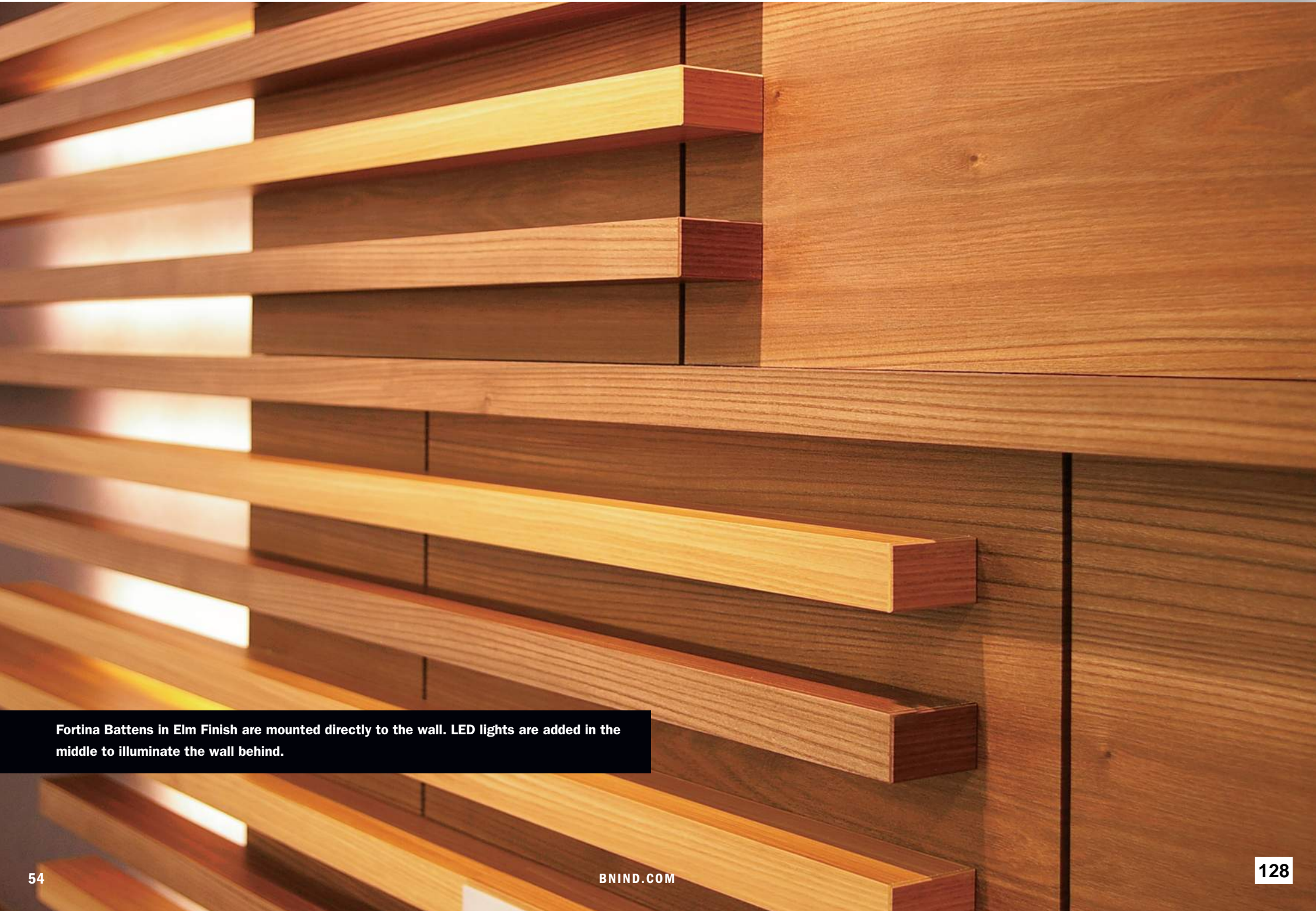
**TA-011**  
Aging Metal C



# What is a Batten and what is a Slat?

## Battens

Battens, originally used for blinds to create shade and ventilation, are now seen increasingly as a design component both for interior and exterior applications. Fortina Batten is an aluminum extrusion wrapped in a non-PVC film. They come in over 50 profiles and can be covered in 100 films. They are lightweight, incombustible, weather resistant and quick and cost efficient to install. Fortina Battens are mounted on walls and ceilings with Direct Application or with Stringers to create visual interest and add extra dimension.

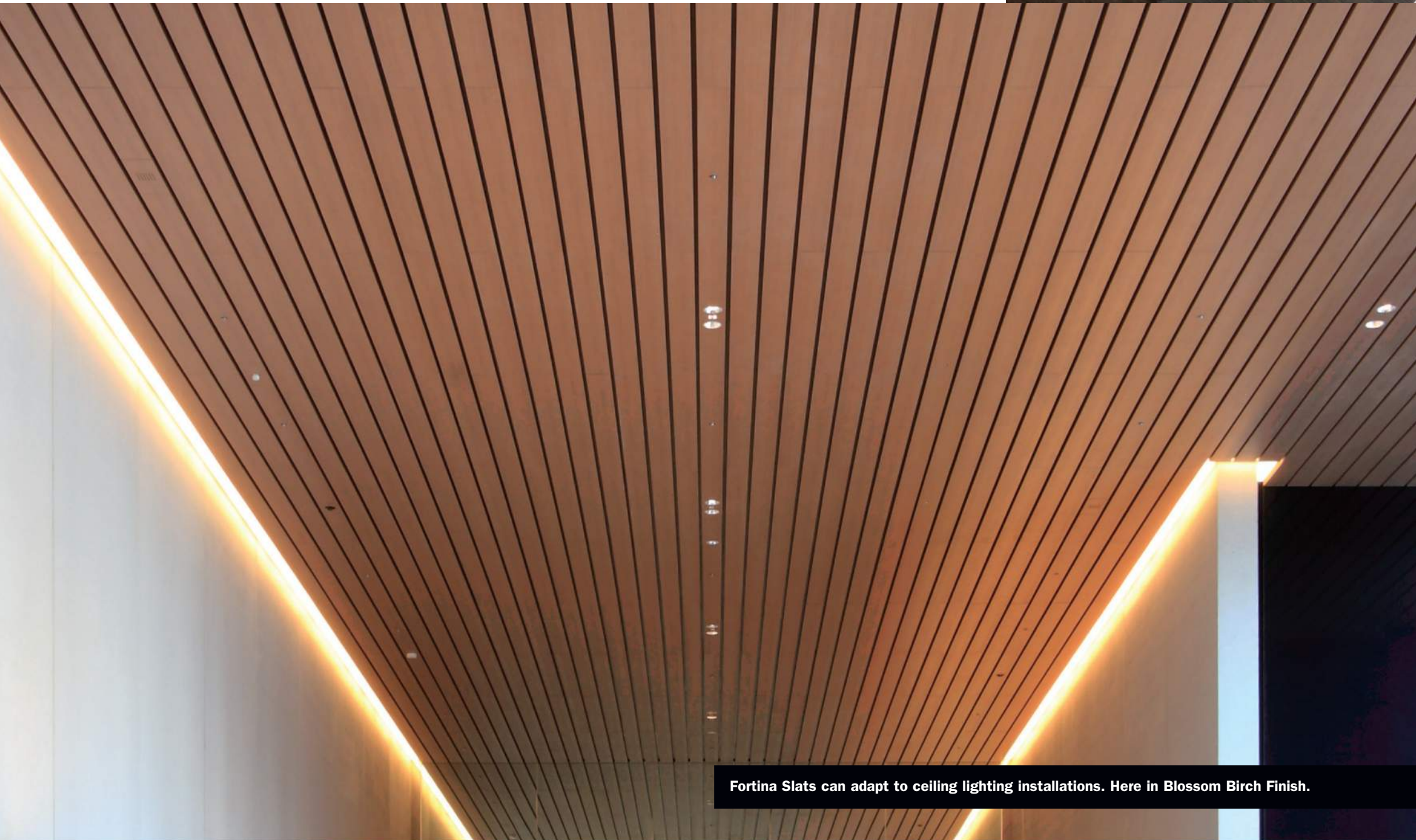


Fortina Battens in Elm Finish are mounted directly to the wall. LED lights are added in the middle to illuminate the wall behind.



# SLATS

Lightweight interlocking Fortina Slats are used on walls and ceilings. The extruded slats come in a wide choice of finishes using decorative film to create an individual custom look that coordinates with Fortina Battens. Slats are available with or without a reveal in several widths.



Fortina Slats can adapt to ceiling lighting installations. Here in Blossom Birch Finish.



# Lighting

Fortina's authentic wood-like finishes are now complemented by seamlessly embedded, energy-efficient LED lights. This innovation not only amplifies the visual warmth and texture of our versatile Battens but also offers a practical solution for ambient lighting.

### LIGHTING APPLICATIONS:

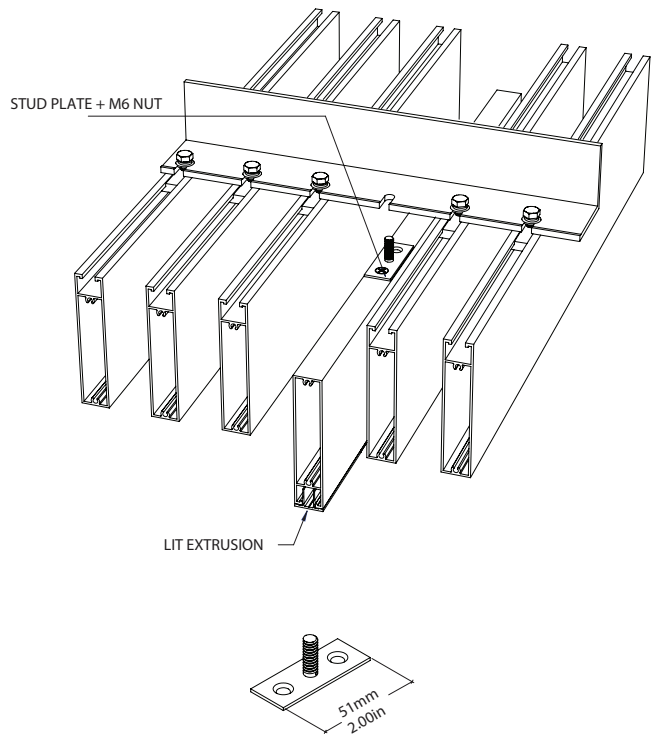
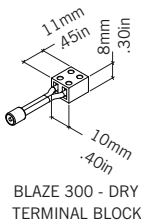
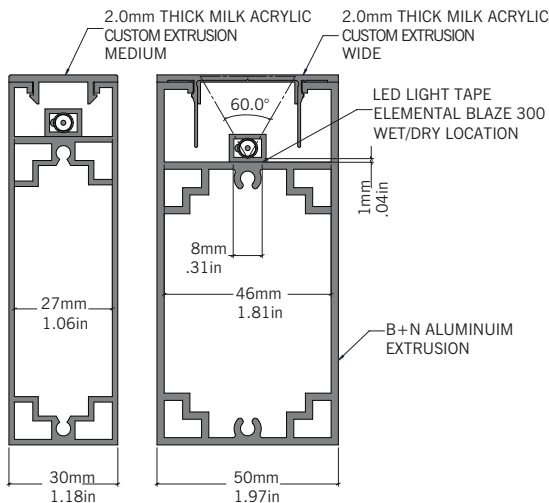
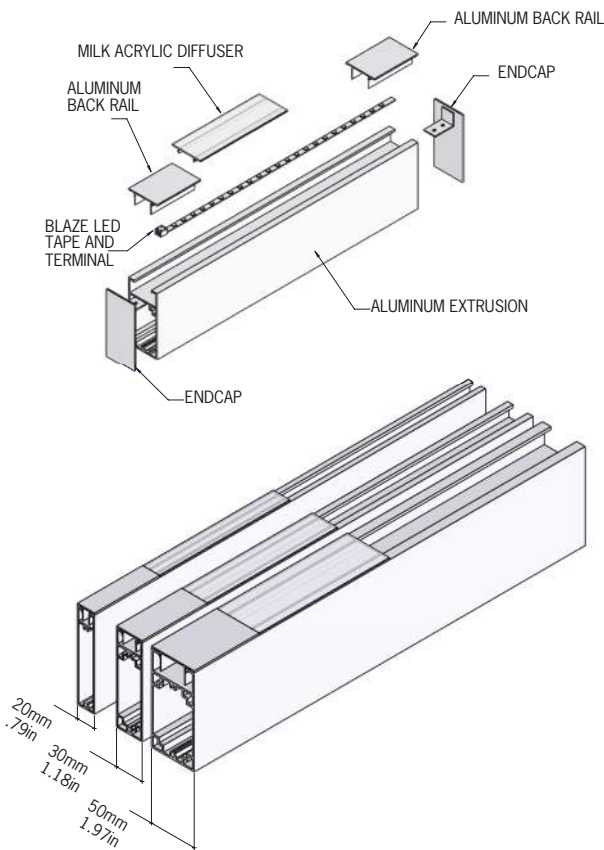
**Direct Lighting:** The light is integrated into the Fortina Batten and shown through our LED diffuser back rails that clip on seamlessly to the Fortina Batten. This causes the light to shine directly at the viewer, producing concentrated strips of light that create a sleek and modern look.

**Indirect Lighting:** The light is integrated into the Fortina Batten but does not face the viewer directly. Instead, the light illuminates from the back of the Fortina Batten, creating a soft glow around the Batten that helps reduce glare and shadows within a space.

**Light Grazing:** This is a lighting technique that uses light strips positioned at an angle against a vertical wall. When lights are illuminated against a wall that contains Fortina, our Fortina Battens benefit from the dramatic play between light and shadow.

### LIGHTING BENEFITS:

- Fully integrated LED lighting within the Fortina Batten
- Light applications customized to your project
- Fully diffused and uninterrupted linear lighting
- Indoor & outdoor options
- Wide range of lumen output options
- Color (CCT) Range: 2000K-6300K
- 95+ CRI: Superior color rendering with high R9-R13 values
- Tunable White, RGBW, and Dim to Warm options available
- Dimming compatible with a wide range of wall dimmers and control systems
- IP65 Rating for outdoor applications





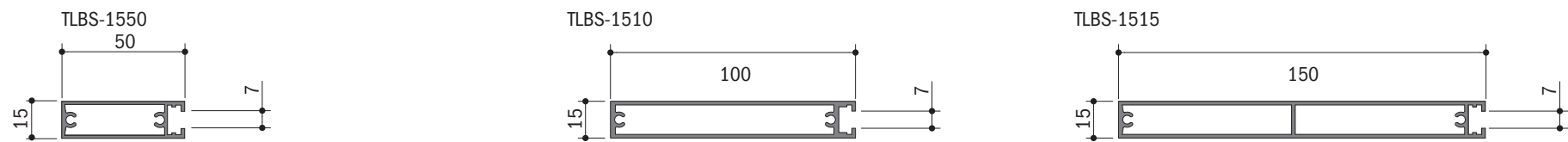


EIT Benefit Funds lobby with a massive waterfall of Forting Battens and Lighting. Finish: TA-647 Earl Walnut M

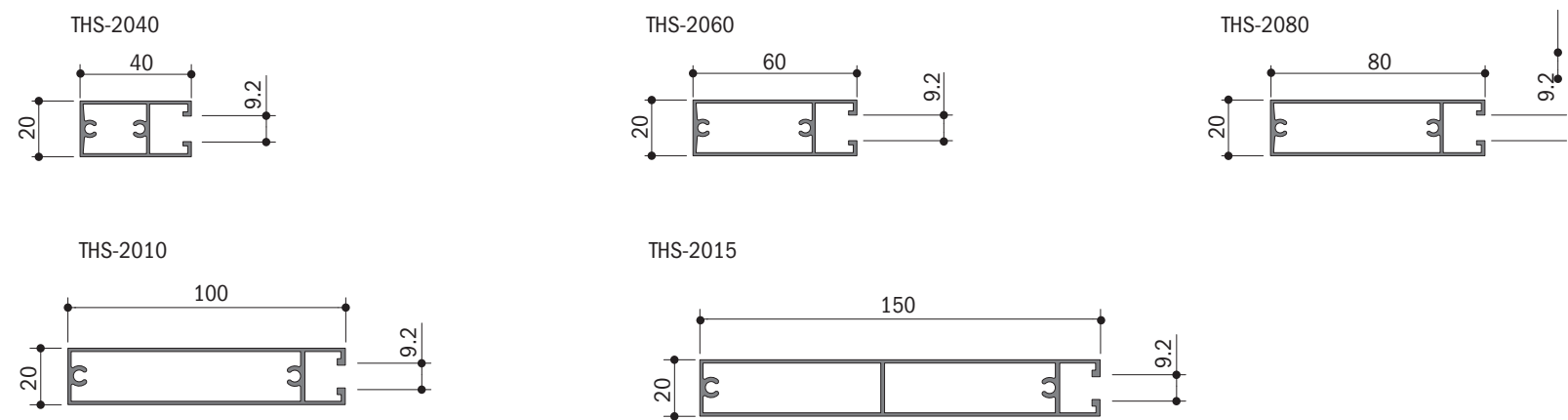
# Interior and Exterior Wall And Ceiling Applications With Stringers > Batten Profiles

Note: all dimensions are in mm. See Finishes Guide for finishes.

## SQUARE 15



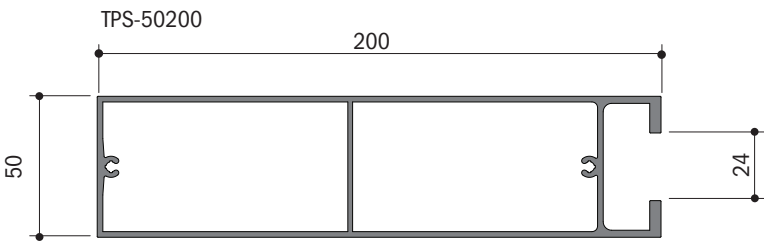
## SQUARE 20



## SQUARE 25

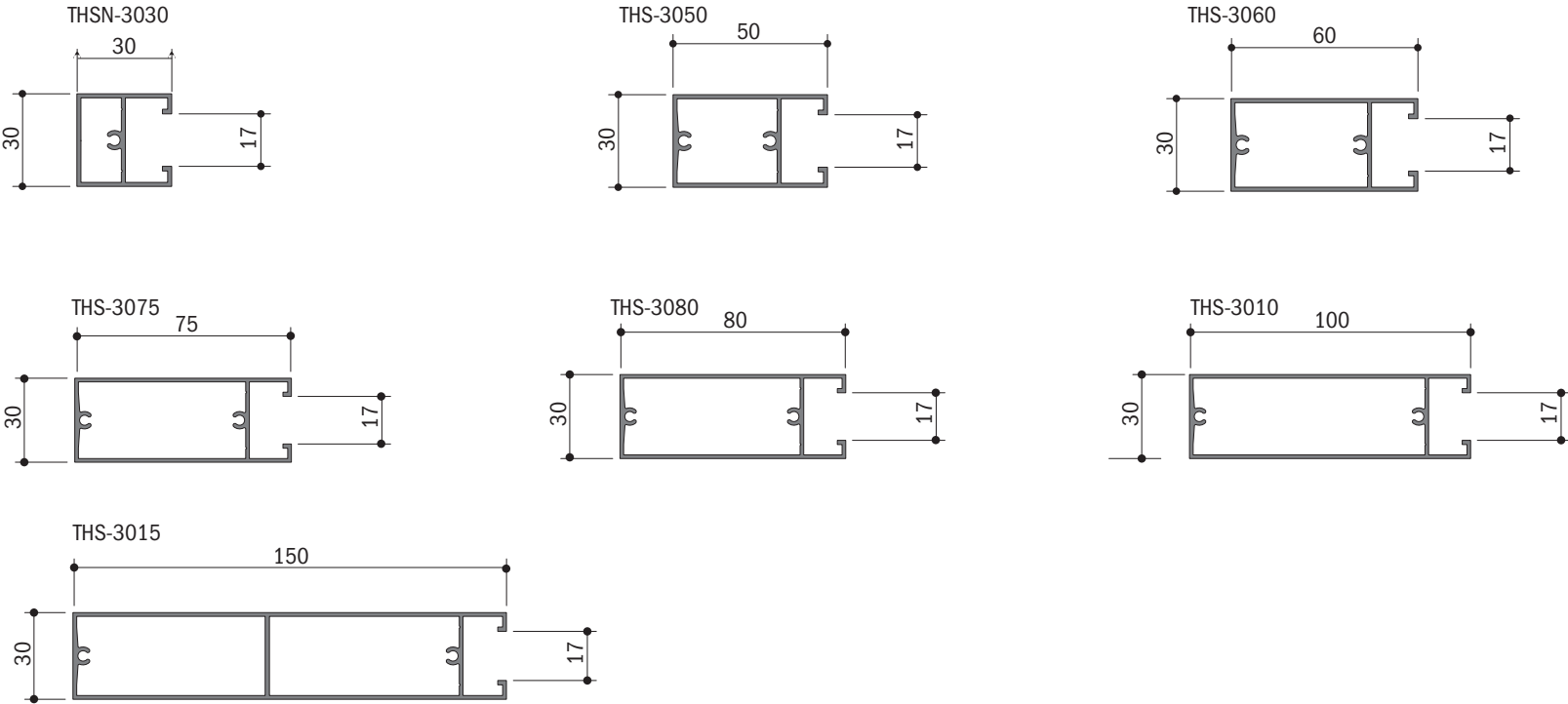


## SQUARE 50

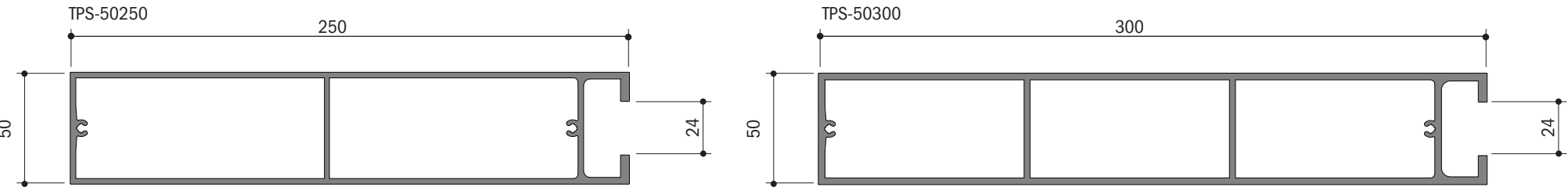
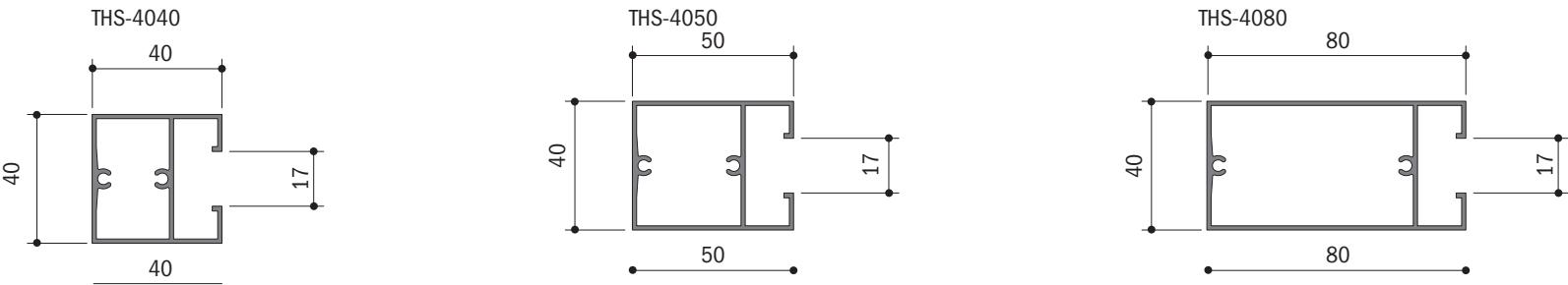




SQUARE 30



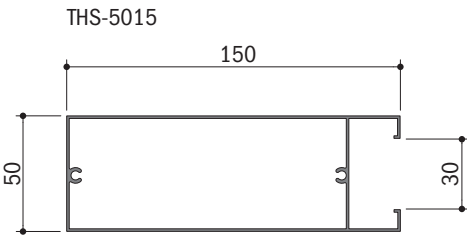
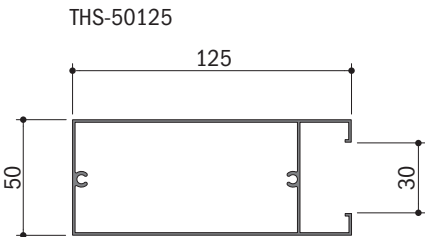
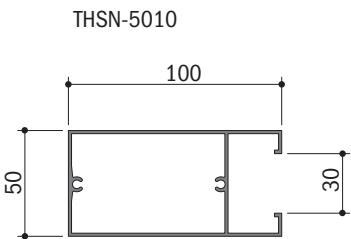
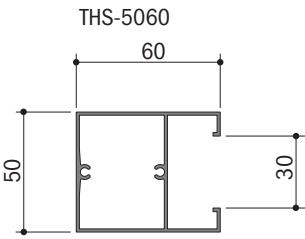
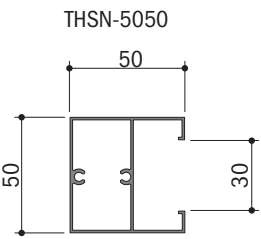
SQUARE 40



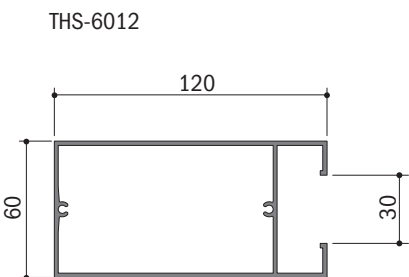
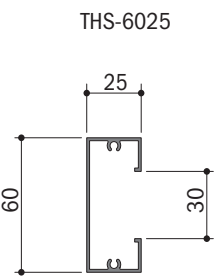
# Interior and Exterior Wall And Ceiling Applications With Stringers > Batten Profiles and End Caps

Note: all dimensions are in mm. See Finishes Guide for finishes.

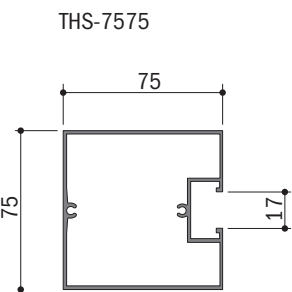
## SQUARE 50



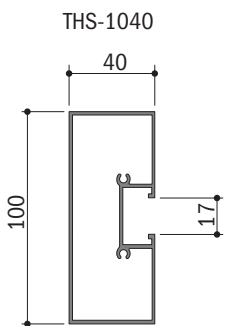
## SQUARE 60



## SQUARE 75



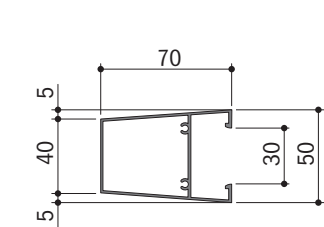
## SQUARE 100



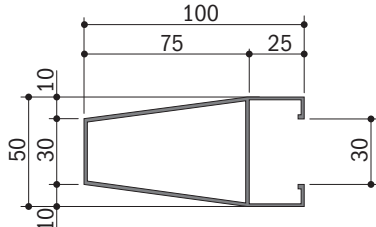


TRAPEZOID

THTR-4070

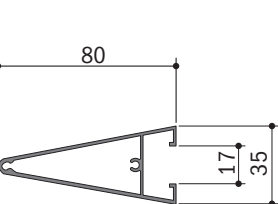


THL-02

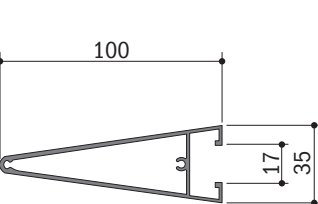


TRIANGLE

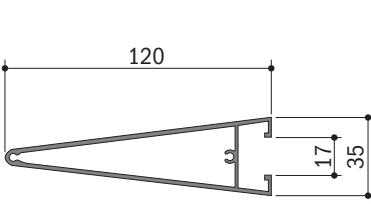
THV-3580



THV-3510

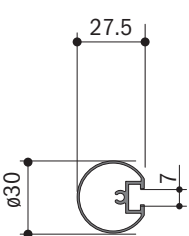


THV-3512

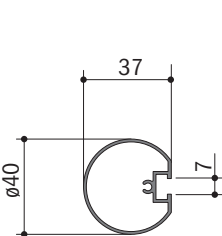


ROUND

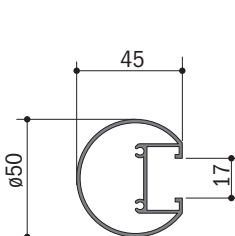
THC-30



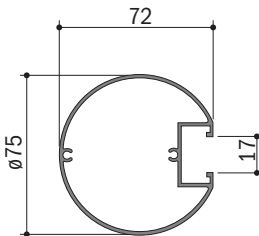
THC-40



THC-50



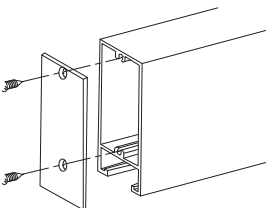
THC-75



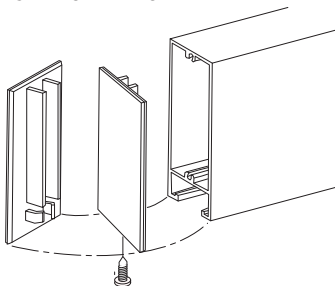
END CAPS

Materials: Aluminum Plate. Sold in sets of 20.

SCREW-ON END CAP

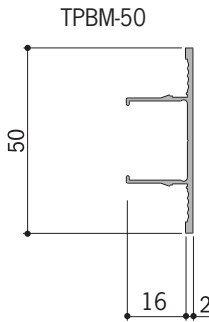
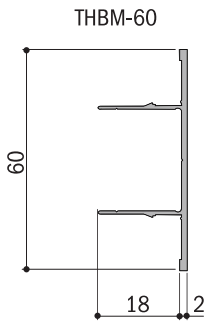
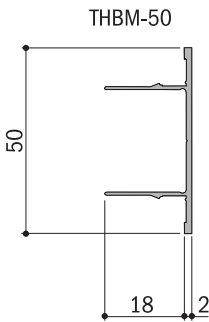
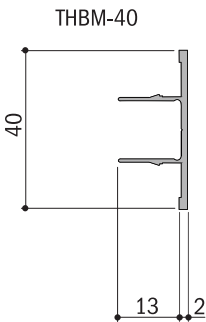
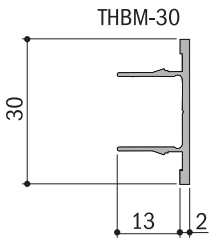
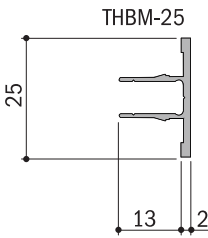
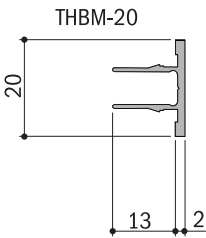


SNAP-ON END CAP



# Interior and Exterior Wall And Ceiling Applications With Stringers > Decorative Backrails

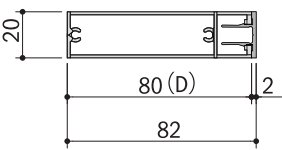
Note: all dimensions are in mm. See Finishes Guide for finishes.



## EXAMPLES OF PROFILES WITH DECORATIVE BACKRAILS INSTALLED

THBM-20

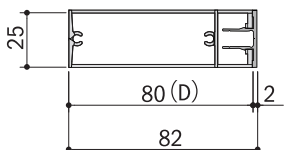
THS-2080 + THBM-20



(D) : 40/60/80/100/150

THBM-25

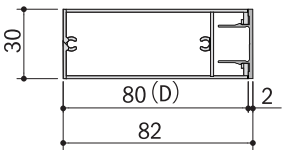
THS-2580 + THBM-25



(D) : 70/80

THBM-30

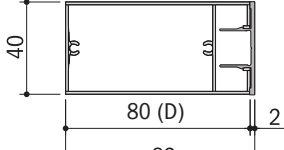
THS-3080 + THBM-30



(D) : 30/50/60/75/80/100/150

THBM-40

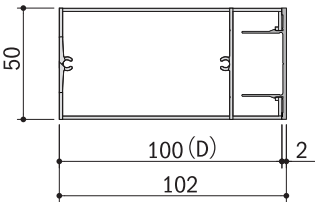
THS-4080 + THBM-40



(D) : 40/50/80

THBM-50

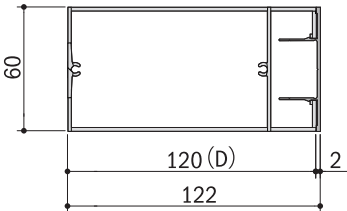
THSN-5010 + THBM-50



(D) : 50/60/100/125/150

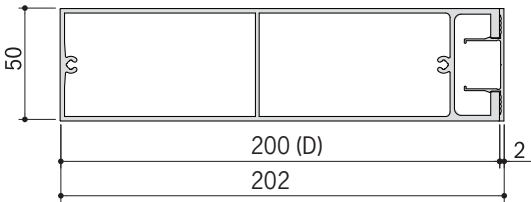
THBM-60

THS-6012 + THBM-60



(D) : 25/120

TPBM-50



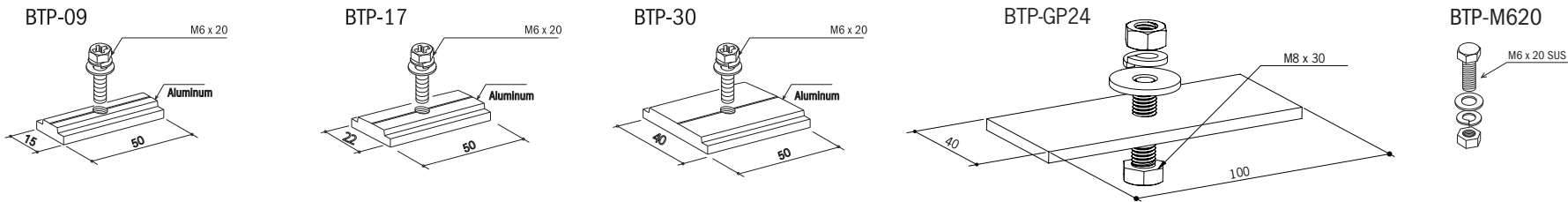


BATTEN PROFILES AND ACCESSORIES

Interior and Exterior Wall And Ceiling Applications With Stringers > Accessories

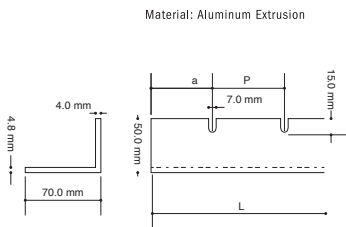
Note: all dimensions are in mm. See Finishes Guide for finishes.

CLIPS FOR ATTACHING BATTENS TO STRINGERS (SOLD IN SETS OF 20)

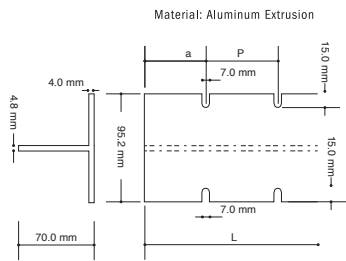


STRINGERS

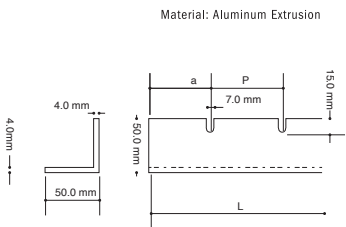
STAL-5



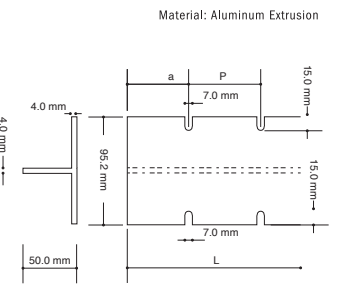
STAL-6



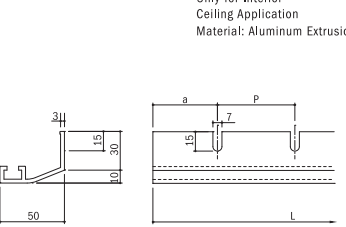
STAL-7



STAL-8

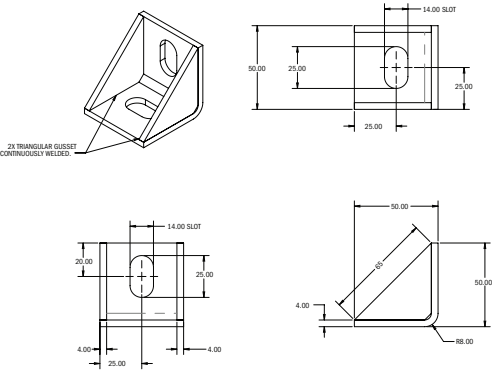


STCL-1



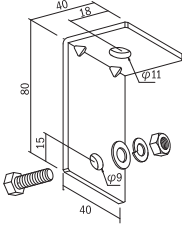
STRINGER FITTINGS (SOLD IN SETS OF 10)

BTS-5050 WELDED GUSSET



BTS-4080ST

Material: Polished Chrome Finish  
ST = 3.2mm  
Used with STCL-1 Stringer

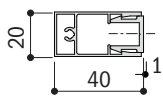


# Interior Wall And Ceiling Direct Applications > Batten Profiles and Endcaps

Note: all dimensions are in mm. See Finishes Guide for finishes.

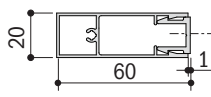
## Attachment 20

TLKS-2040



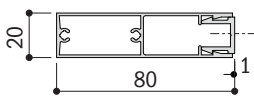
Backrail CLKU-20

TLKS-2060



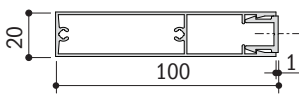
Backrail CLKU-20

TLKS-2080



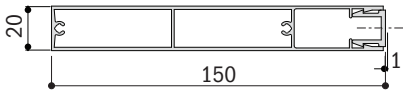
Backrail CLKU-20

TLKS-2010



Backrail CLKU-20

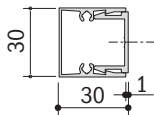
TLKS-2015



Backrail CLKU-20

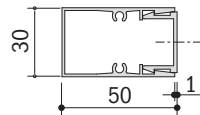
## Attachment 30

TLKS-3030



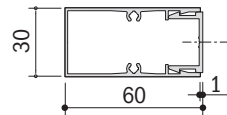
Backrail CLKU-30

TLKS-3050



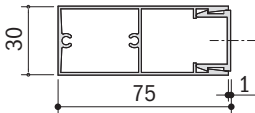
Backrail CLKU-30

TLKS-3060



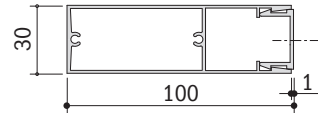
Backrail CLKU-30

TLKS-3075



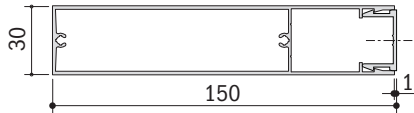
Backrail CLKU-30

TLKS-3010



Backrail CLKU-30

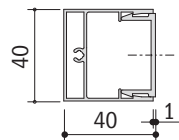
TLKS-3015



Backrail CLKU-30

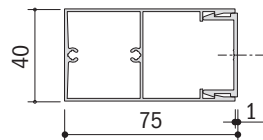
## Attachment 40

TLKS-4040



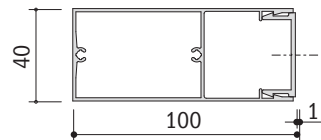
Backrail CLKU-40

TLKS-4075



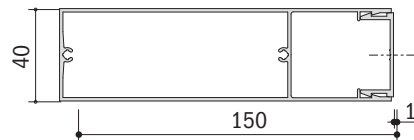
Backrail CLKU-40

TLKS-4010



Backrail CLKU-40

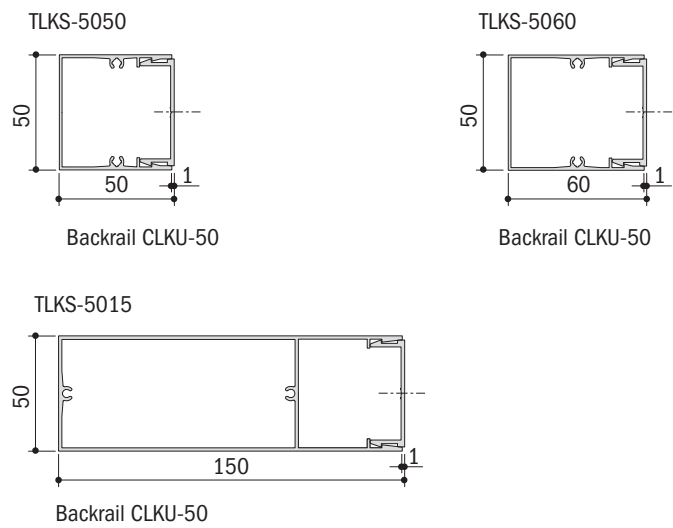
TLKS-4015



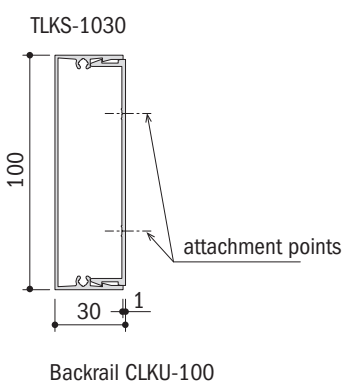
Backrail CLKU-40



Attachment 50

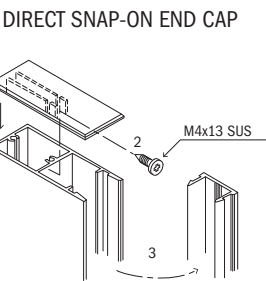
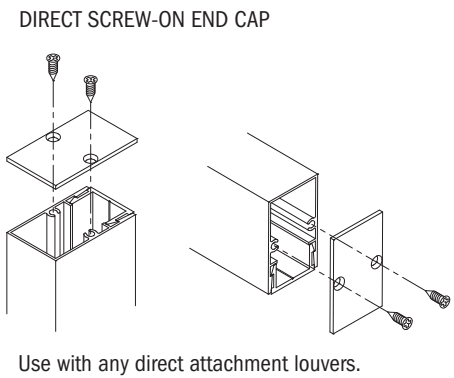


Attachment 100



END CAPS

Materials: Aluminum Plate. Sold in sets of 20.

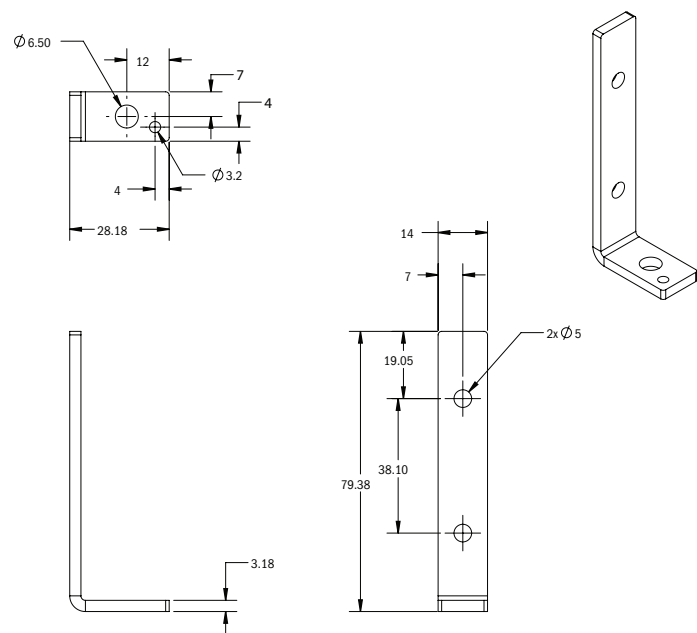


- Use with:
- TLKS-2040
  - TLKS-2060
  - TLKS-2080
  - TLKS-2010
  - TLKS-2015
  - TLKS-3075
  - TLKS-3010
  - TLKS-3015
  - TLKS-4040
  - TLKS-4075
  - TLKS-4010
  - TLKS-4015
  - TLKS-5010
  - TLKS-5015

# Floor-To-Ceiling Applications > L-Brackets

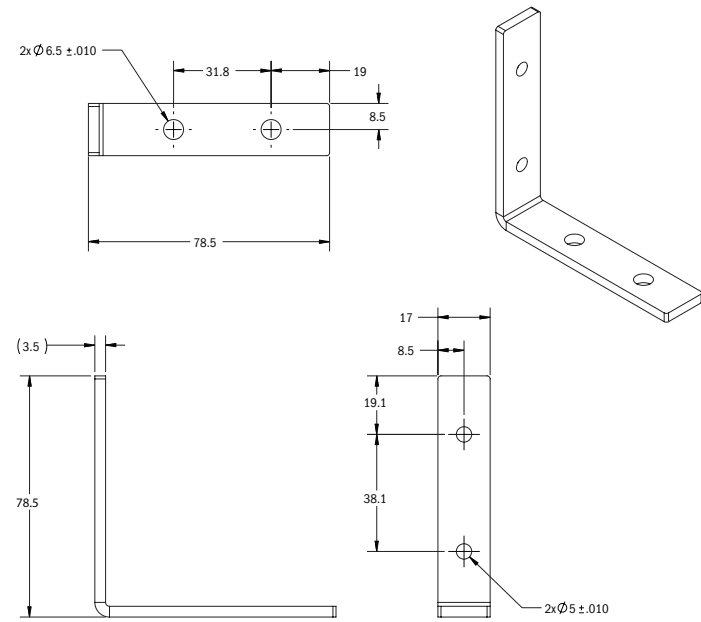
Note: all dimensions are in mm

TBF L-BRACKET LITE



- USE WITH:
- THS-2040
  - THS-2060
  - THS-2080
  - THS-2010
  - THS-2015
  - THS-2570
  - THS-2580
  - THSN-3030
  - THS-3050
  - THS-3060
  - THS-3075
  - THS-3080
  - THS-4040
  - THS-4050
  - THS-4080
  - THSN-5050
  - THS-5060

TBF HD L-BRACKET



- USE WITH:
- THS-3010
  - THS-3015
  - THSN-5010
  - THS-50125
  - THS-5015
  - THS-6012



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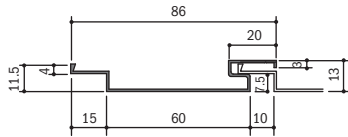
Interior And Exterior Slats > Profiles

Note: all dimensions are in mm. See Finishes Guide for finishes.

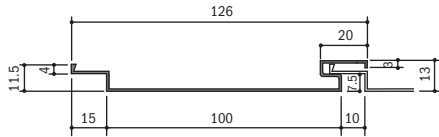
13mm height/thickness Profile Selection

Standard Style With 10mm Reveal

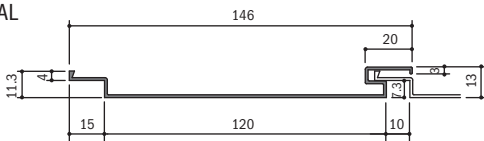
TRA-60ST t =1.0mm  
TRA-60AL



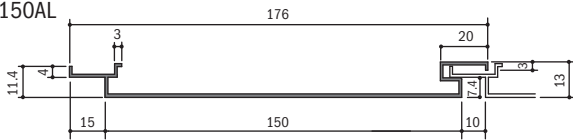
TRA-100ST t =1.0mm  
TRA-100AL



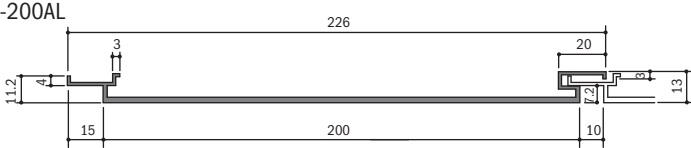
TRA-120ST t =1.2mm  
TRA-120AL



TRA-150ST t =1.3mm  
TRA-150AL

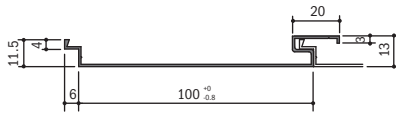


TRA-200ST t =2.3mm  
TRA-200AL

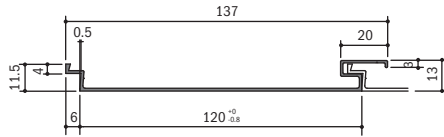


Flat Style With No Reveal

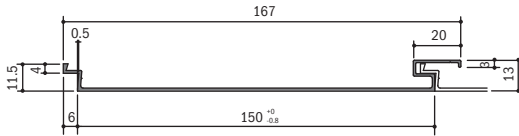
TRA-100MF t =1.0mm



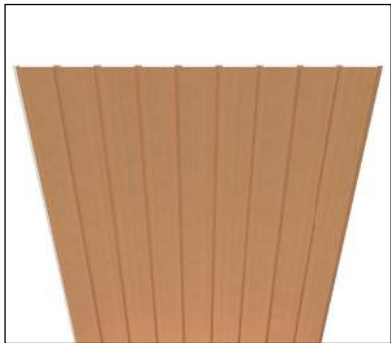
TRA-120MF t =1.2mm



TRA-150MF t =1.3mm

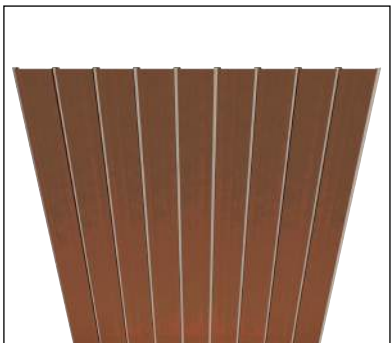


STANDARD STYLE  
WITH WOODGRAIN INSIDE REVEAL



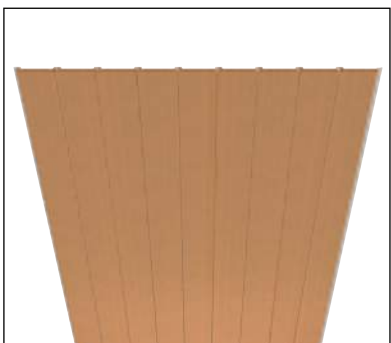
TRA-xxxST

STANDARD STYLE  
WITH ALUMINUM INSIDE REVEAL



TRA-xxxAL

FLAT STYLE



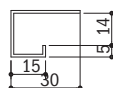
TRA-xxxMF



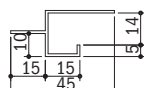
## Interior And Exterior Slats > Accessories

13mm

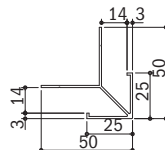
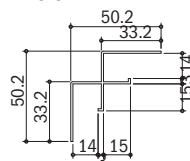
M-16 t=1.2



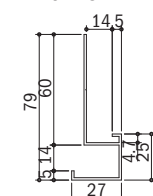
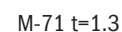
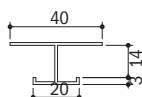
M-19-1 t=1.2



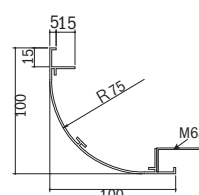
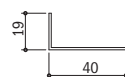
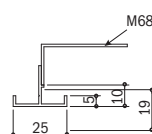
M-70  $t=1.2$

M-78  $t=1.2$ 

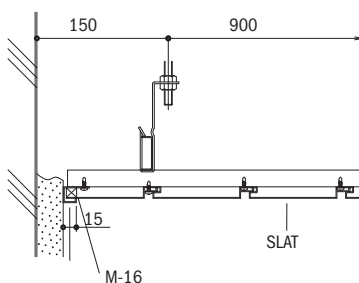
## M-64 t=1.2



M-6 t=1.5



## LONGITUDINAL SECTION USING M-16



A technical diagram showing a cross-section of a wall-mounted slat system. A vertical wall is on the left, with a stippled area representing insulation. A horizontal slat is mounted to the wall. A bracket labeled 'M-19-1' is shown securing the slat to the wall. A dimension line indicates a distance of '30' from the wall to the bracket. The slat is labeled 'SLAT'.

Technical drawing of a cross-section of a concrete slab with a metal bracket and bolts. Dimensions are given in mm: 13, 20, 3, 19, 38, and (25). Labels include SLAT and M64.

Technical drawing of a door threshold cross-section. The drawing shows a threshold assembly with a door on the left and a floor on the right. Dimensions are indicated in millimeters: 15, 13, 19, 5, 38, and 15. A label 'M-16' points to a bolt. A label 'SLA' is also present.

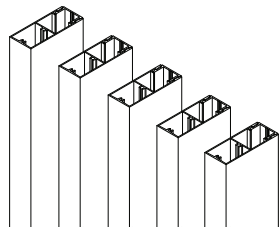
Technical drawing of a door threshold cross-section. The drawing shows a threshold profile with a height of 5 units. The distance from the wall to the start of the threshold is 15 units, and the distance from the start of the threshold to the door opening is 15 units. The threshold is labeled "SLAT" and "M-19-1".

Technical drawing of a window frame assembly. The drawing shows a cross-section of the frame with various dimensions and components labeled. Dimensions include 13, 19, 38, 5, 27, 25, 15, 13, 19, 3, 15, 3, 19, 38, and 13. Components labeled include SLAT, M-78, and M-71.

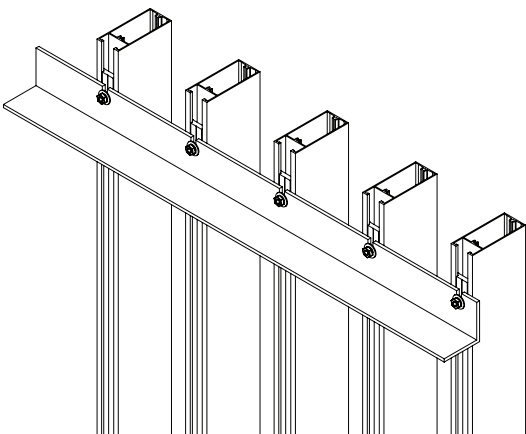
# Interior Applications

## Vertical On Wall

**Direct Attachment** with interlocking Batten and back rail. Screw back rails at desired locations vertically to the wall and lock Batten into it. It is recommended that you secure the back rail with small screw on side at top and bottom. Add end caps if needed.

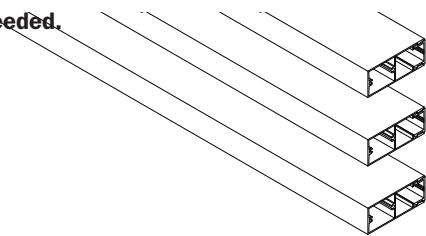


**Stringer Mounted Battens** Attach Stringers horizontally to the wall structure with L-brackets, Unistrut, L-angles or similar. Stringers will be pre-notched to create the designed Batten spacing. Secure Battens to the Stringers with special Fortina clips. Add end caps if needed.

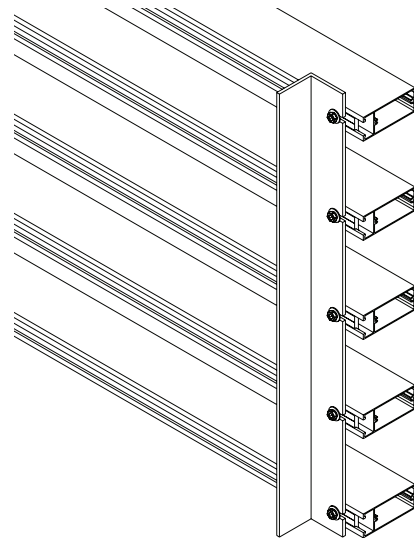


## Horizontal On Wall

**Direct Attachment** with interlocking Batten and back rail. Screw back rails at desired locations horizontally into the wall and lock Batten into it. It is recommended that you secure the back rail with small screw on side at top and bottom. Add end caps if needed.

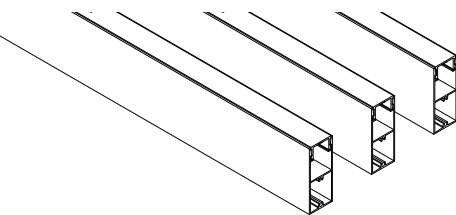


**Stringer Mounted Battens** Attach Stringers vertically to the wall structure with L-brackets, Unistrut, L-angles or similar. Stringers will be pre-notched to create the designed Batten spacing. Secure Battens to the Stringers with special Fortina clips. Add end caps if needed.

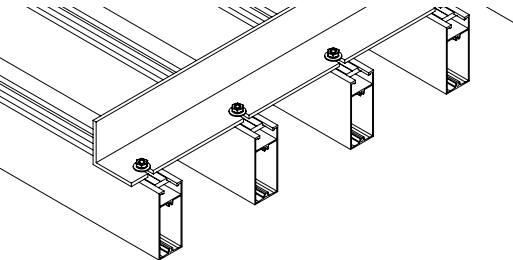


## Ceiling

**Direct Attachment** with interlocking Batten and back rail. Screw back rails at desired locations into the ceiling and lock Batten into it. It is recommended that you secure the back rail with small screw on side at each end. Add end caps if needed.



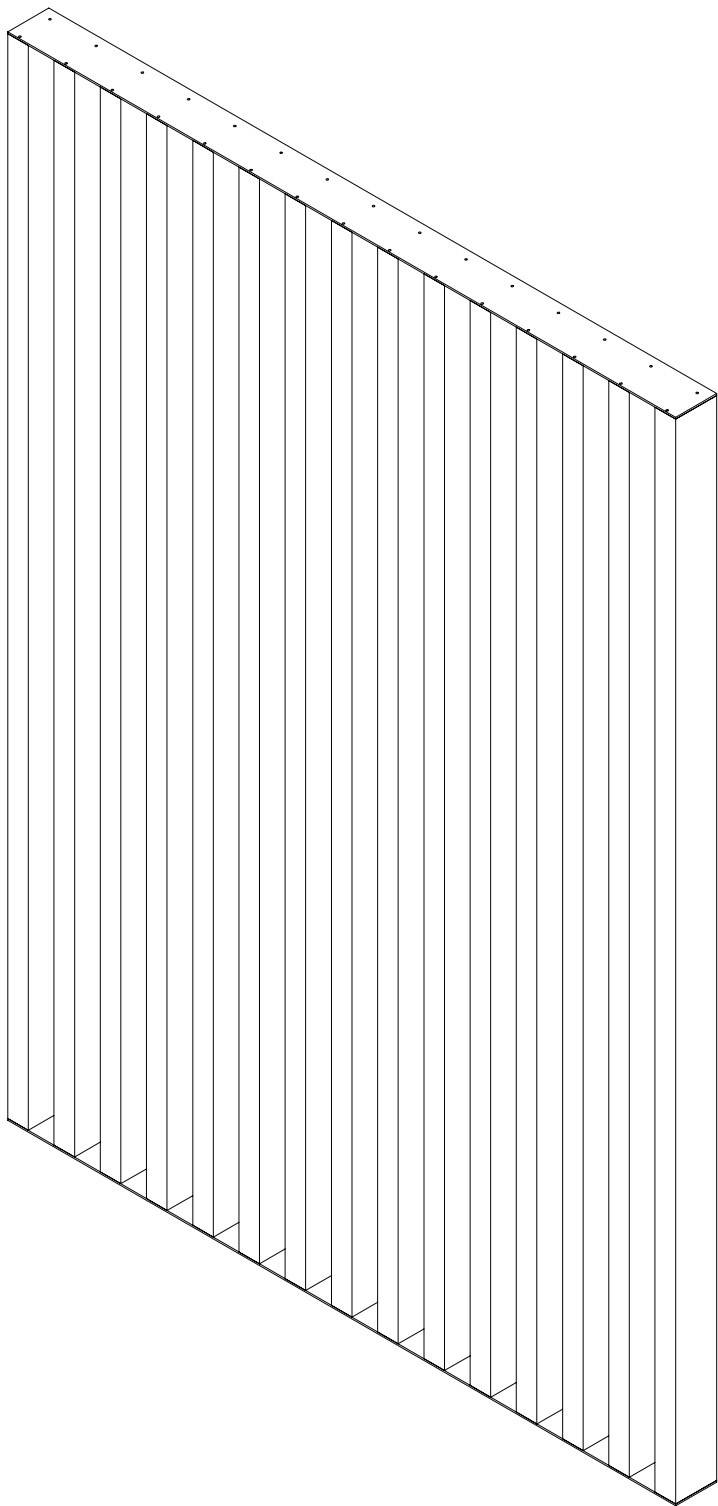
**Stringer Mounted Battens** Hang Stringers from the ceiling structure with rods, Unistrut or L-brackets. Stringers will be pre-notched to create the designed Batten spacing.



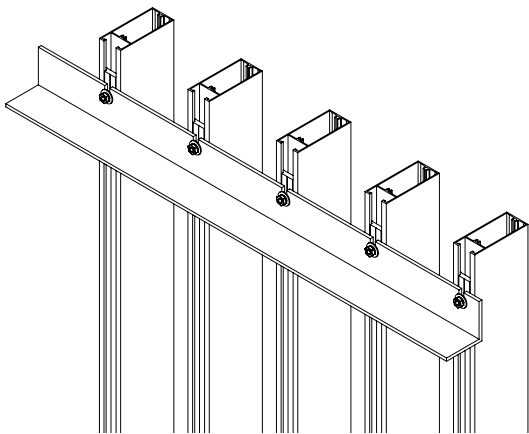


# Exterior Applications

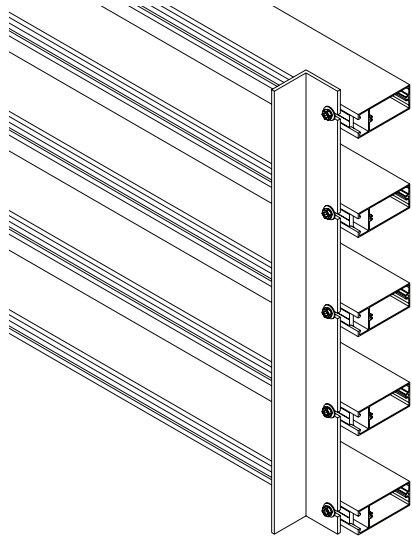
**Floor-To-Ceiling** Battens are connected at top and bottom with L-brackets. Attach short side of the L- bracket to floor and to ceiling at desired locations. Slide in the Batten and attach to brackets. Snap in the back rail to cover the connections.



**Stringer Mounted Vertical Battens** Attach Stringers horizontally to the wall structure with L-brackets, Unistrut, L-angles or similar. Stringers will be pre-notched to create the designed Batten spacing. Secure Battens to the Stringers with special Fortina clips. If adding end caps, drill a small drain hole in each end cap.



**Stringer Mounted Horizontal Battens** Attach Stringers vertically to the wall structure with L-brackets, Unistrut, L-angles or similar. Stringers will be pre-notched to create the designed Batten spacing. Secure Battens to the Stringers with special Fortina clips. Add end caps if needed.

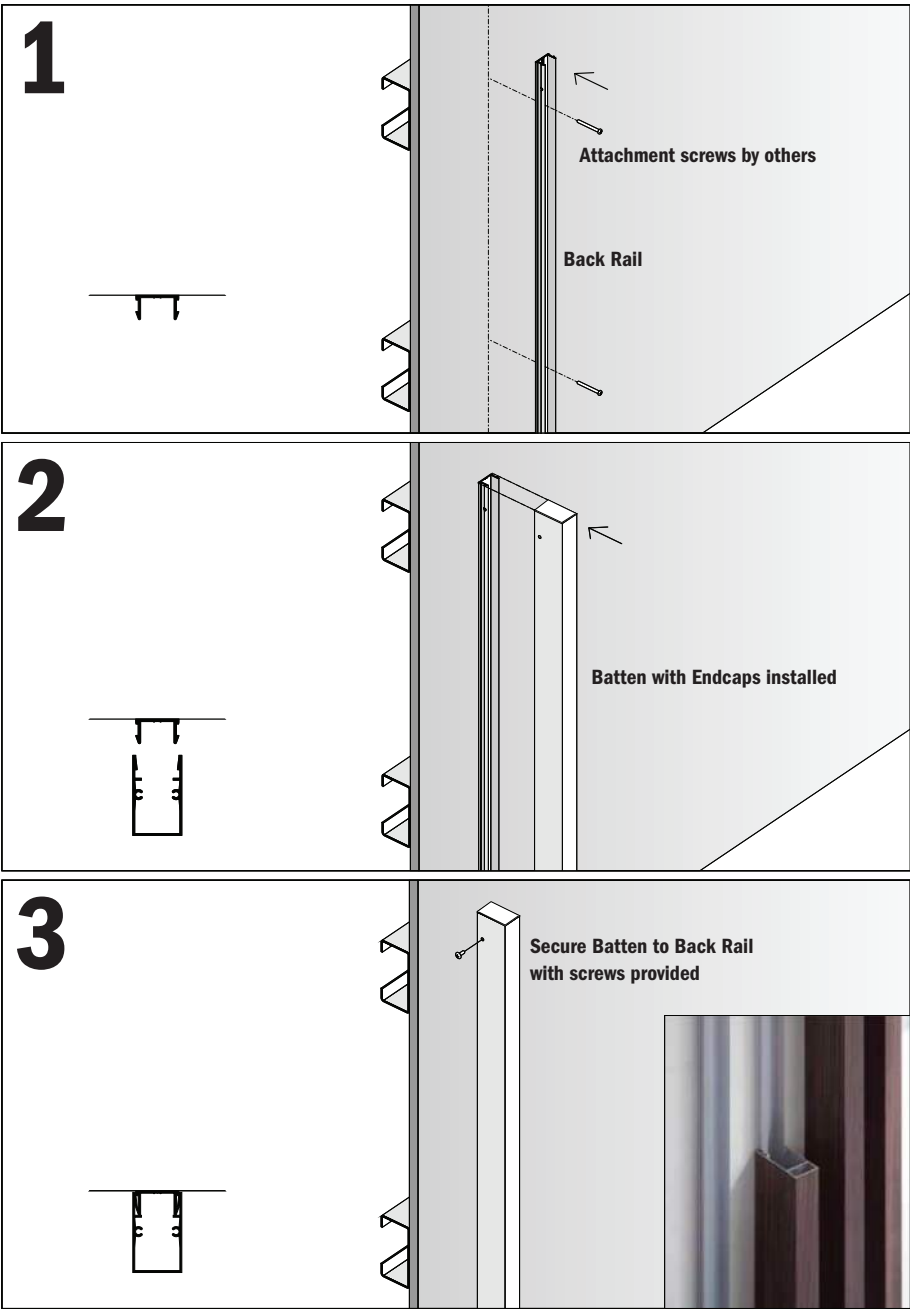


Fortina Battens > Wall > Direct Attachment > Interior/Exterior

1. Attaching the Back Rail:  
Measure and mark the position of your Battens on the wall.  
Mark and drill pilot holes in the Back Rail in a diameter smaller than the screw you are using.  
Attach to wall at pre-marked locations. Attach Endcaps to the Battens with screws provided before installing the Battens.

2. Install the Batten by snapping into the Back Rail.

3. Secure the Batten to the Back Rail with a screw through the side.





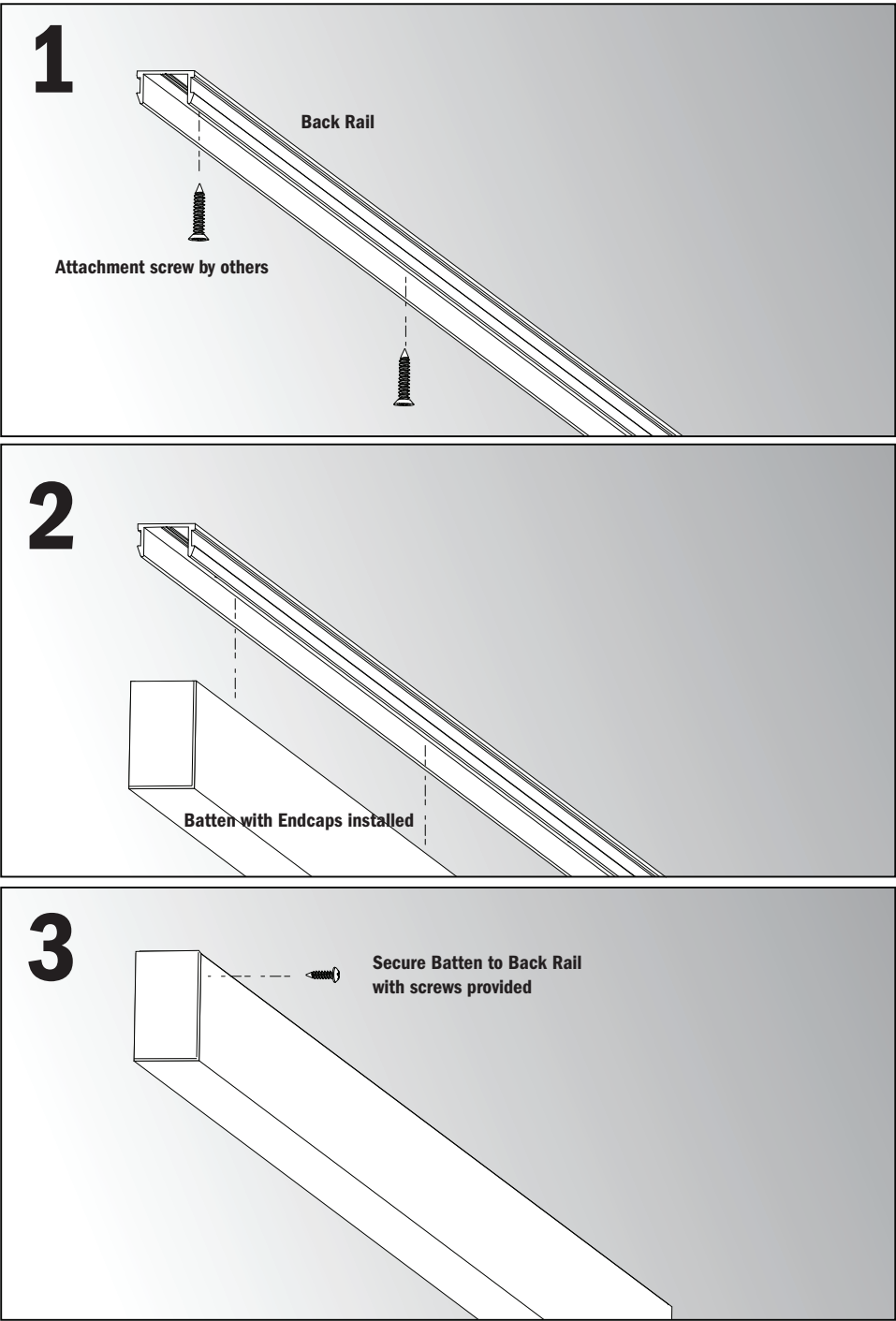
# Fortina Battens > Ceiling > Direct Attachment > Interior Only

1. Attaching the Back Rail:  
Measure and mark the position of your Battens on the ceiling.  
Mark and drill pilot holes in the Back Rail in a diameter smaller than the screw you are using.  
Attach to ceiling at pre-marked locations.

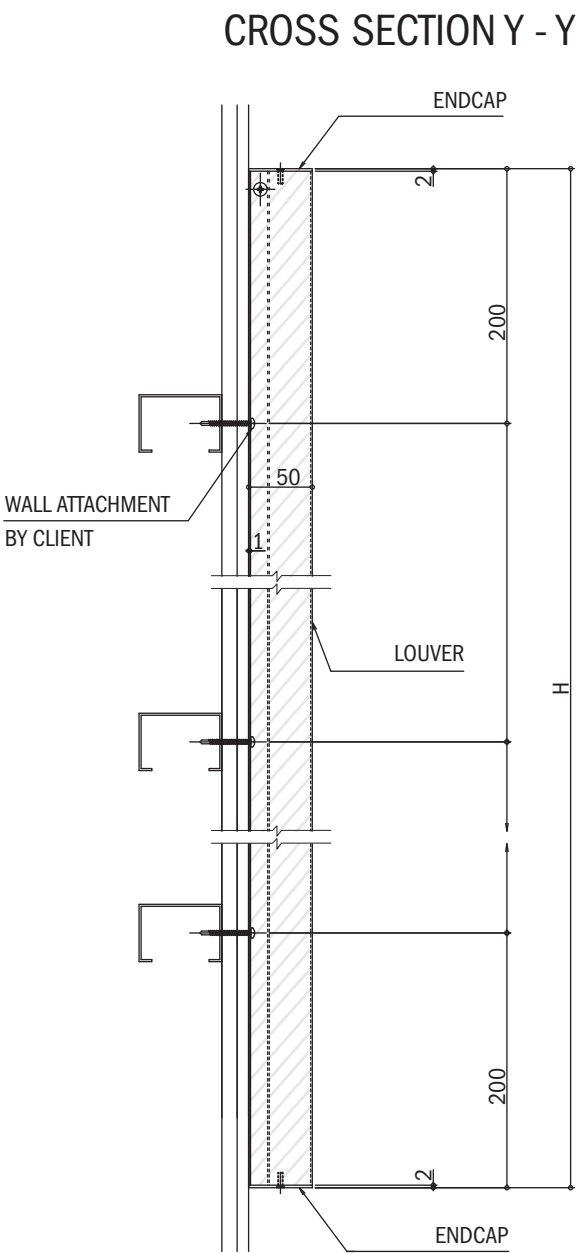
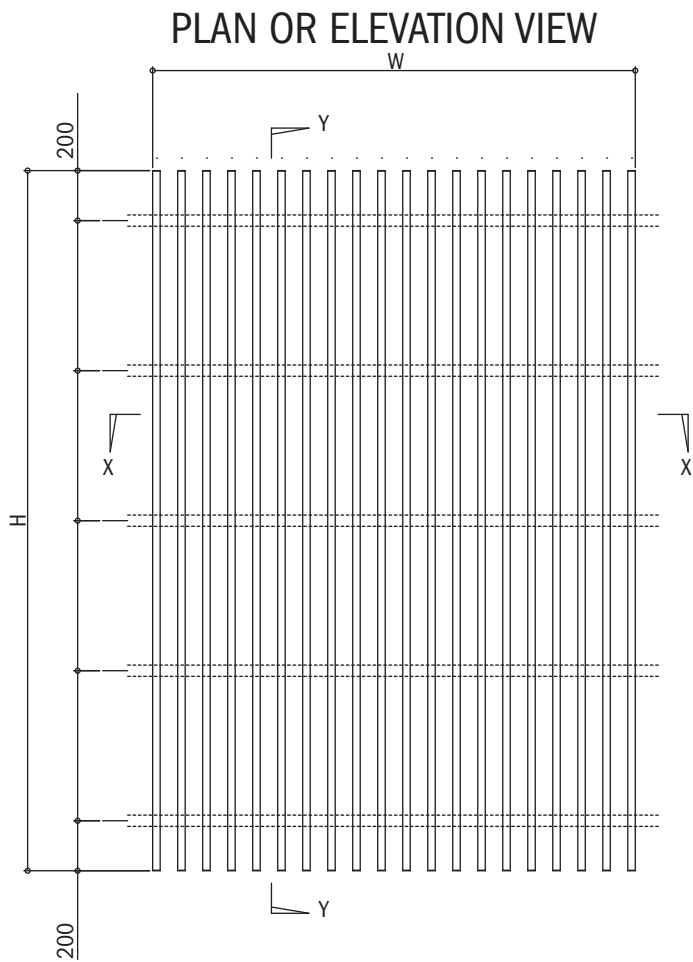
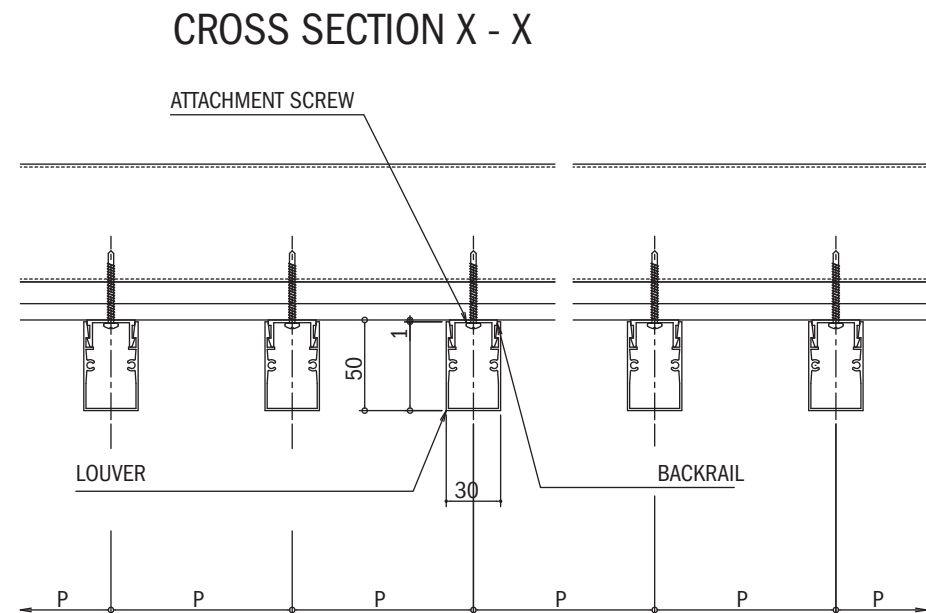
Attach Endcaps to the Battens with screws provided, as shown on the next page, before installing the Battens.

2. Install the Batten by snapping into the Back Rail.

3. Secure the Batten to the Back Rail with a screw through the side.

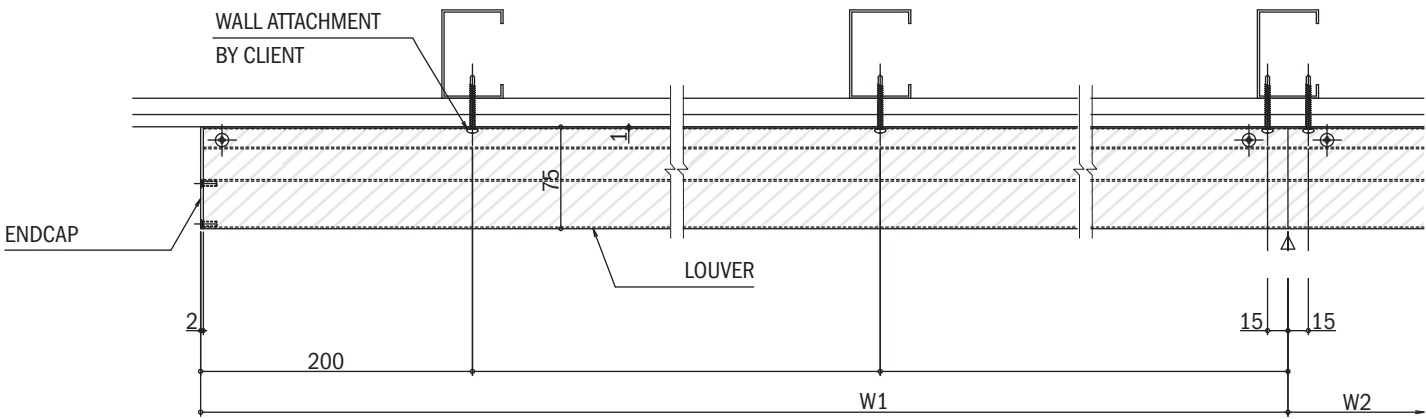


Interior Wall And Ceiling Direct Applications > Installation Examples

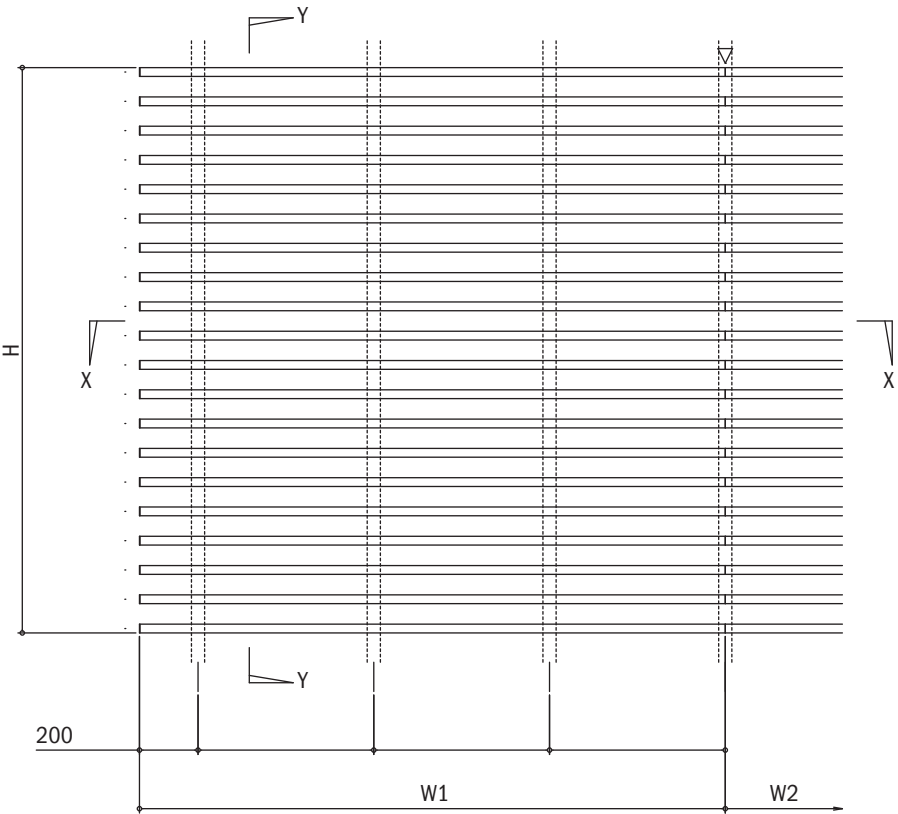




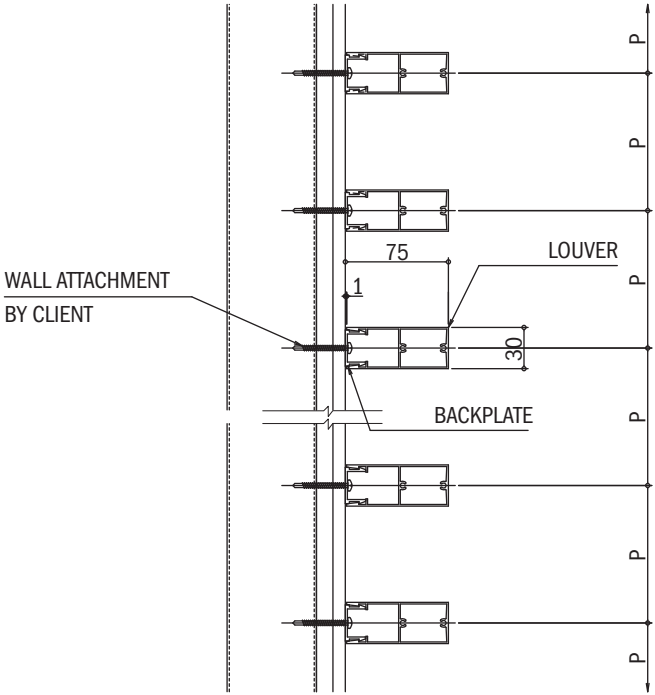
CROSS SECTION X - X



PLAN OR ELEVATION VIEW



CROSS SECTION Y - Y

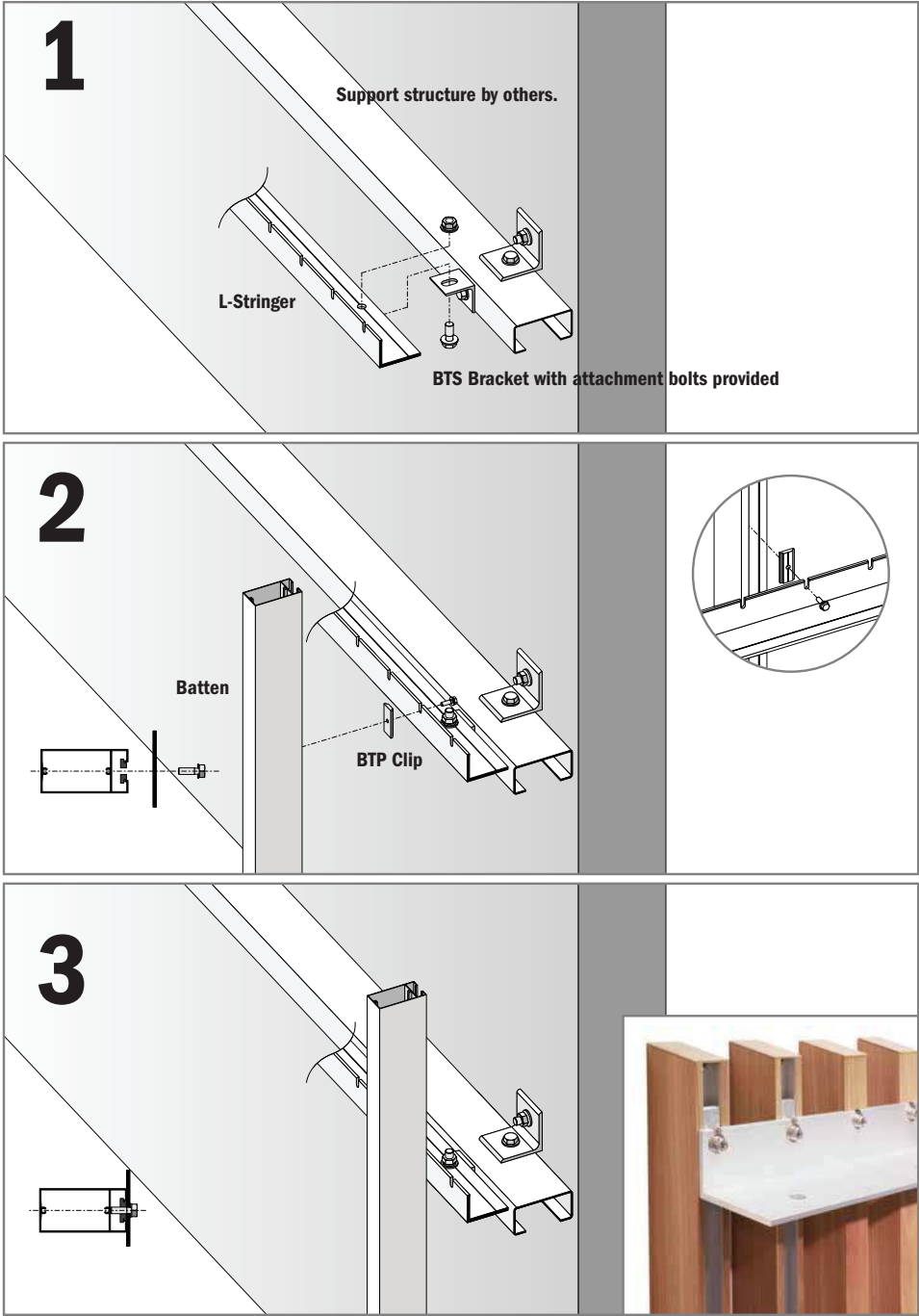


# Fortina Battens > Wall > Stringer Mounted > Interior/Exterior

Stringers come pre-notched for spacing specified.

- 1. Attach BTS Bracket to supporting structure.
- 2. Secure L-Stringer to BTS Brackets with the bolts provided.
- 3. Assemble the Battens onto the Stringers with BTP Clips and tighten to fix them.

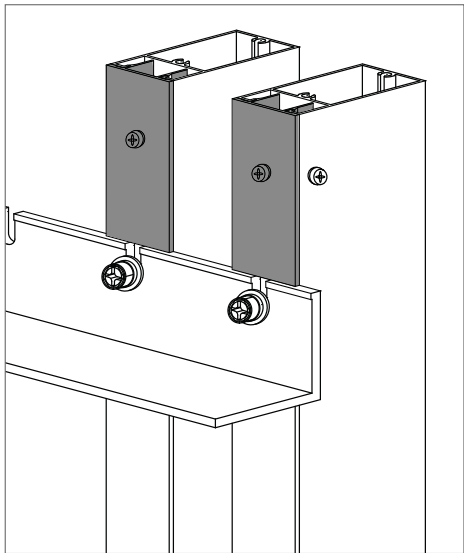
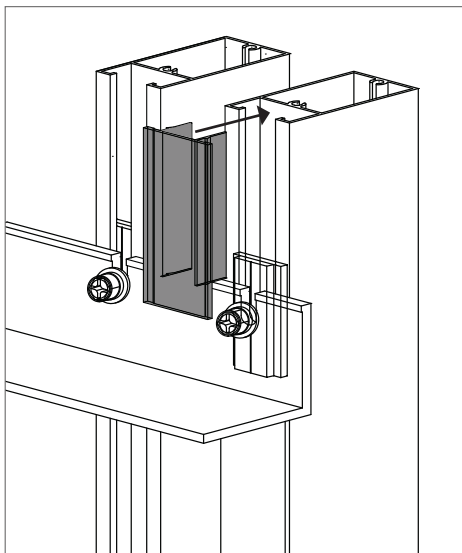
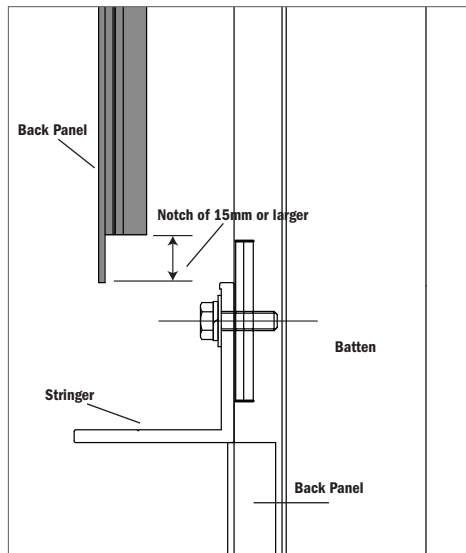
Attach Endcaps to the Battens with screws provided, per instruction on next page.



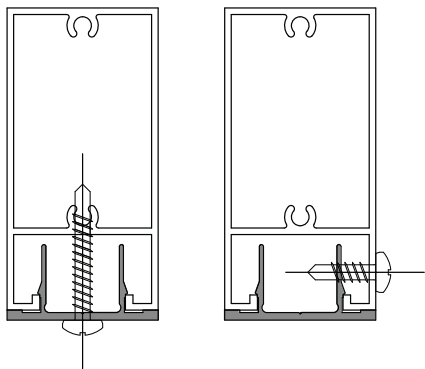


Fortina Battens > Wall > Stringer Mounted > Interior/Exterior

Installation With Back Plate Visible



Back Rails require cutting a notch, as shown above.



Follow instructions mounting Battens to Stringers.

Cut a 15 mm or larger notch at Back Rail to clear installed BTP clip.

Secure Back Rails to Battens with screws through back or sides, as shown at left.

Attach Endcaps to the Battens with screws provided, as shown on the next page.

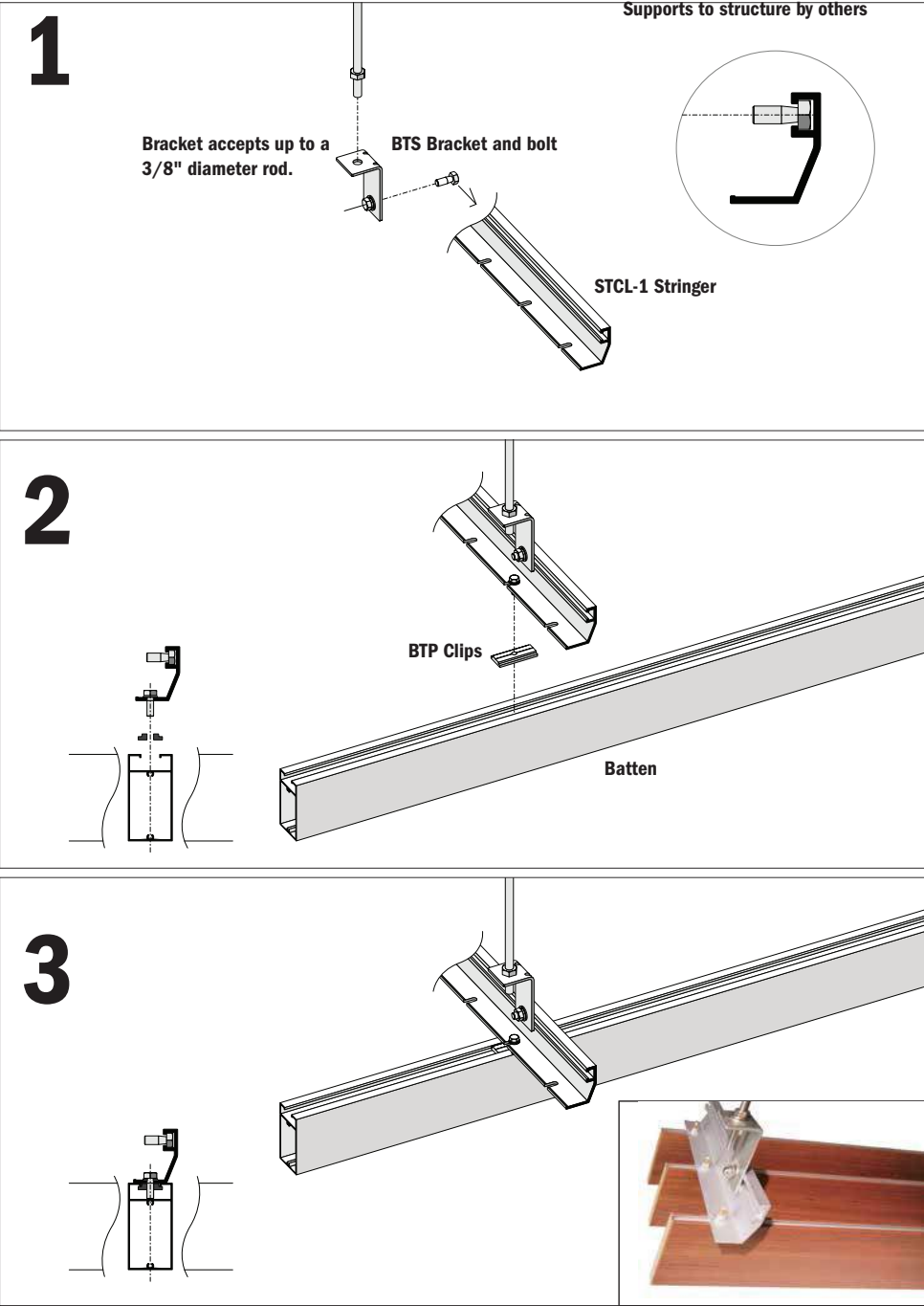


# Fortina Battens > Ceiling > Stringer Mounted > Interior Only

STCL-1 Stringers are pre-notched per spacing specified. Top channel allows for on-site adjustment of hanging point.

1. Attach the BTS Bracket to your supporting structure. Secure it to the Stringer with bolts provided. The ceiling attachment point can be adjusted by moving bolt along channel before tightening.

2. Attach Endcaps to Battens. Assemble Battens to Stringer with BTP Clips provided and tighten to fix.



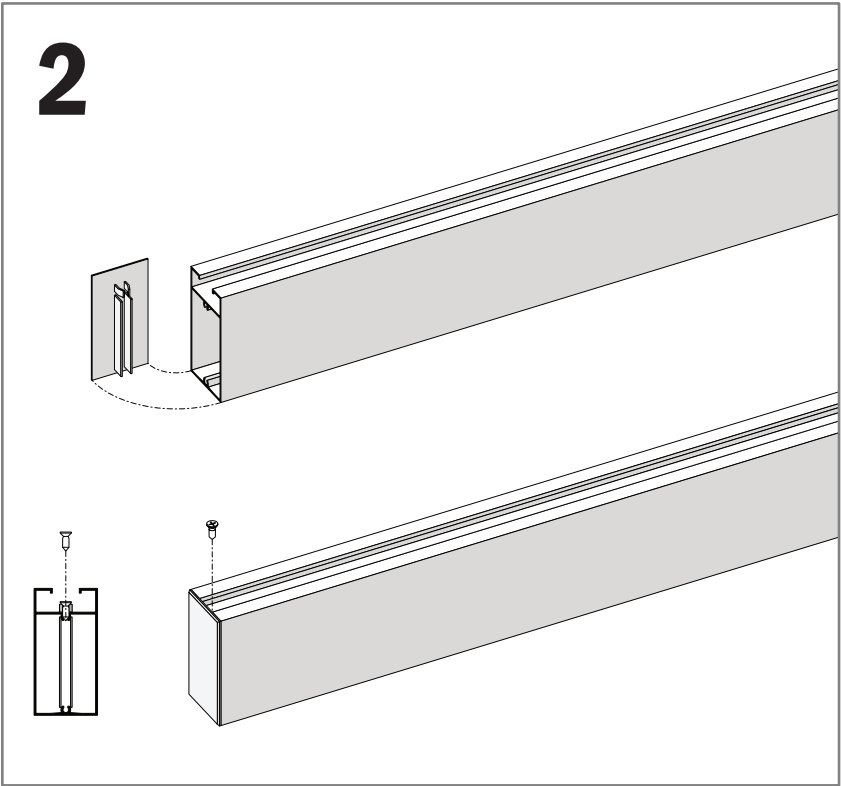
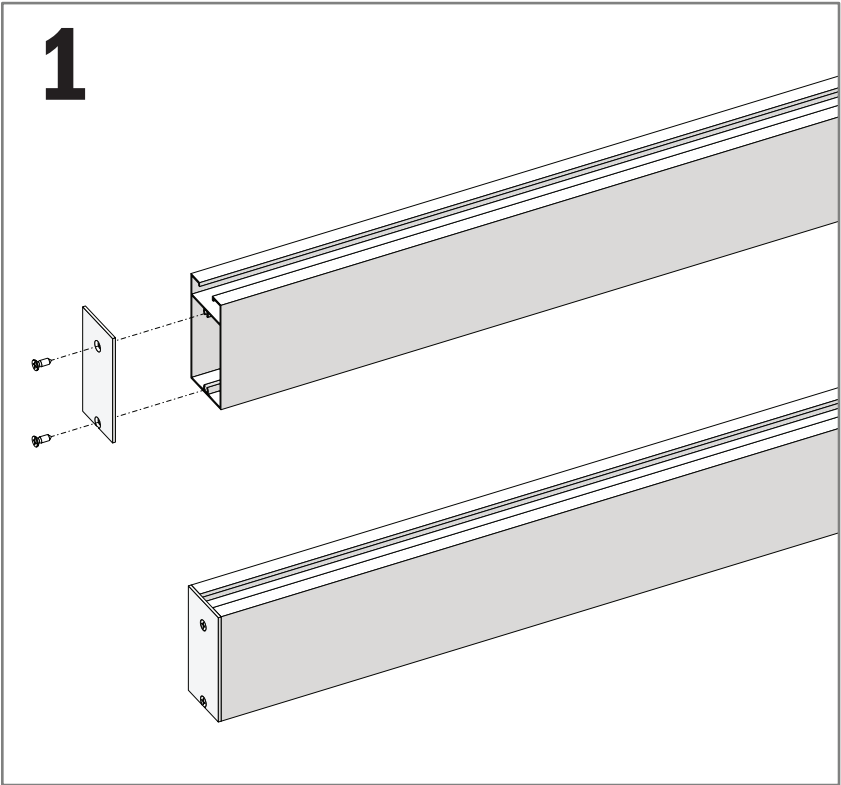


# Fortina Battens > Endcaps

1. SCREW-ON Endcap  
For all direct attachment  
TLKS- Battens and all  
THS-/THSN- Battens

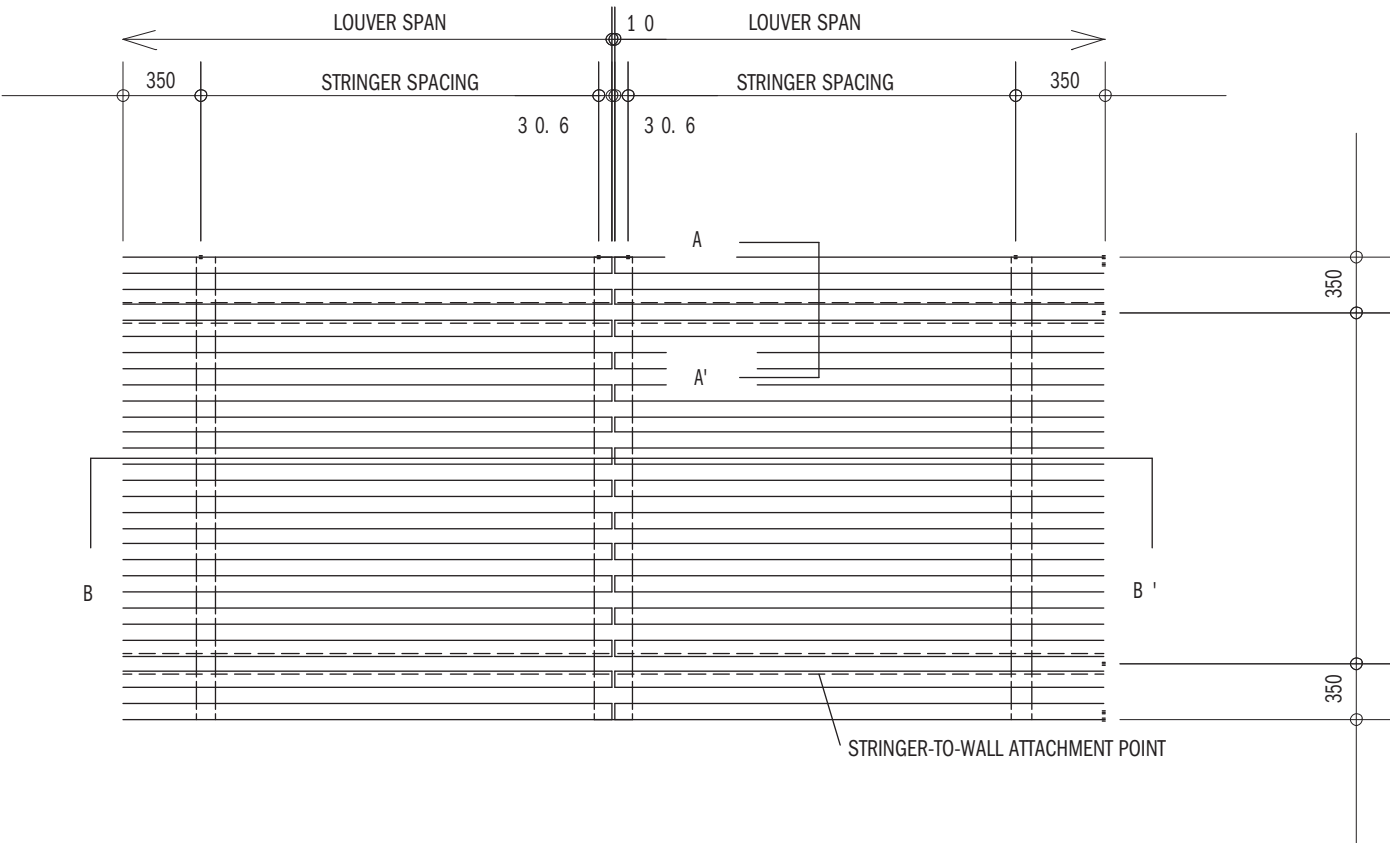
2. SNAP-ON Endcap  
For all THS-/THSN- Battens and  
select direct attachment  
TLKS- Battens only. See  
pages 58-59 for the list of  
direct attachment TLKS Battens.

On exterior vertical installation,  
drill two small weep holes on the  
bottom Endcaps. This will allow  
for any trapped moisture to drain.

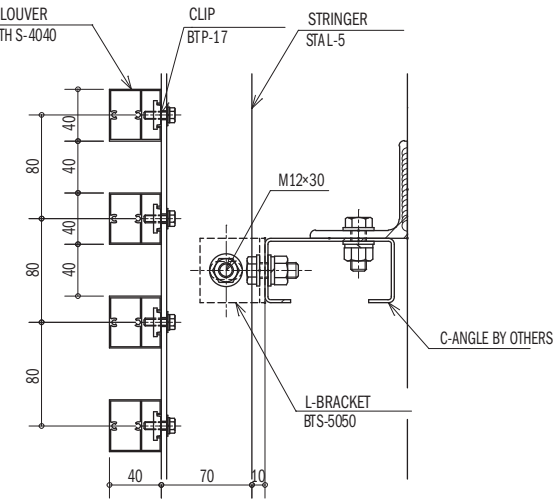


# Interior and Exterior Wall Applications With Stringers > Installation Examples

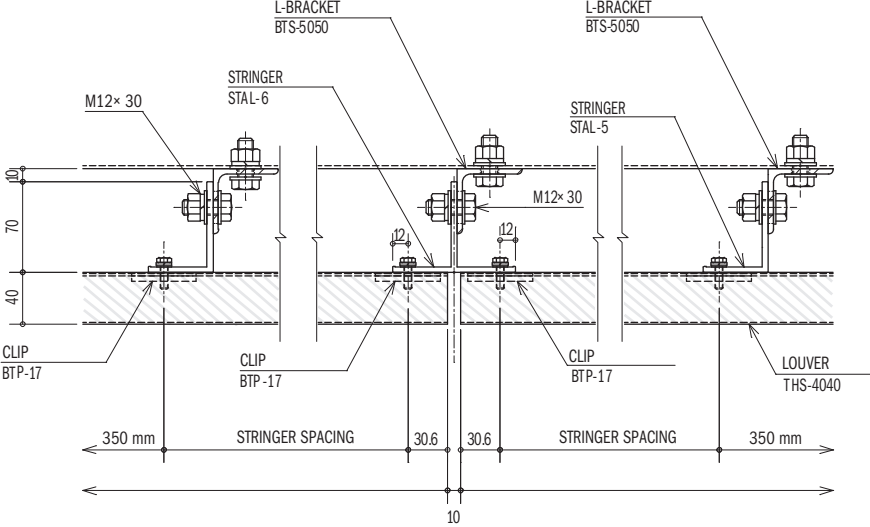
## Interior or Exterior Wall Stringer Application > Horizontal ELEVATION



CROSS SECTION A - A

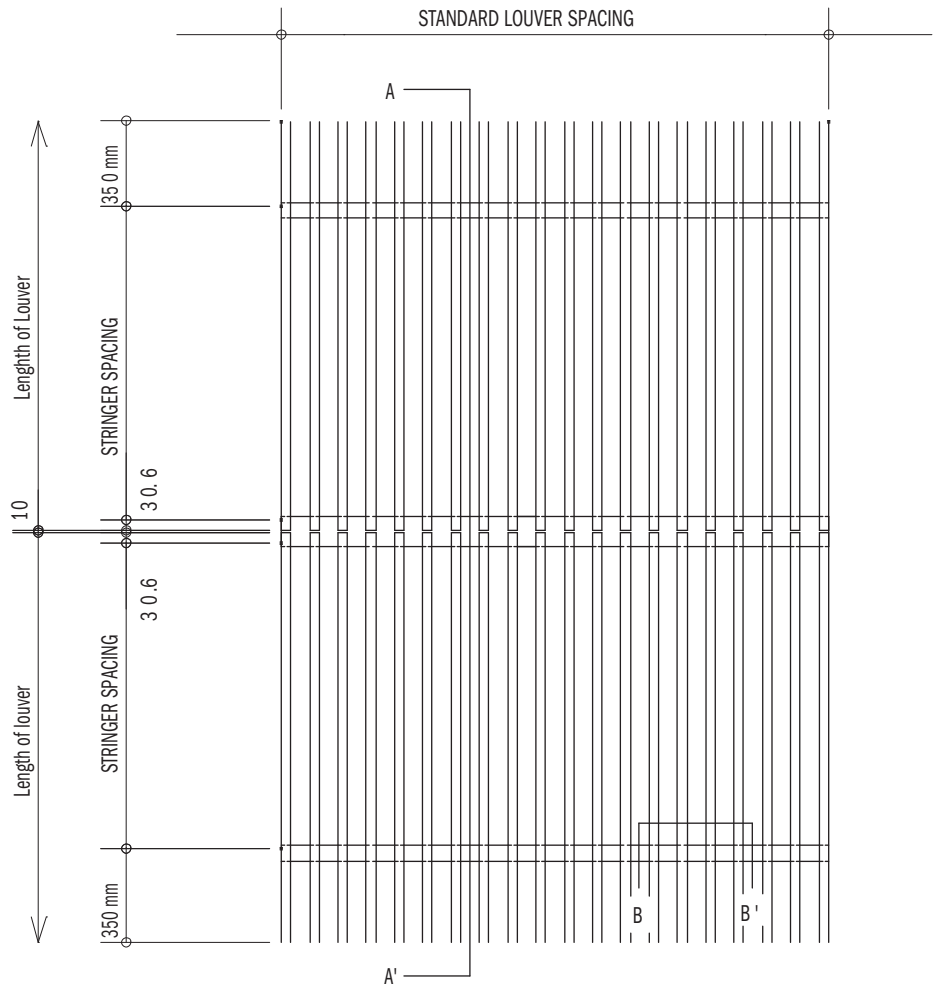


CROSS SECTION B - B

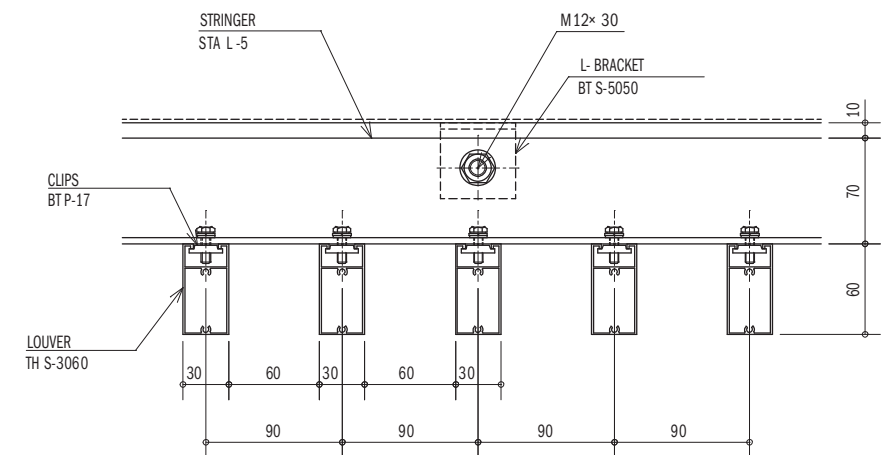




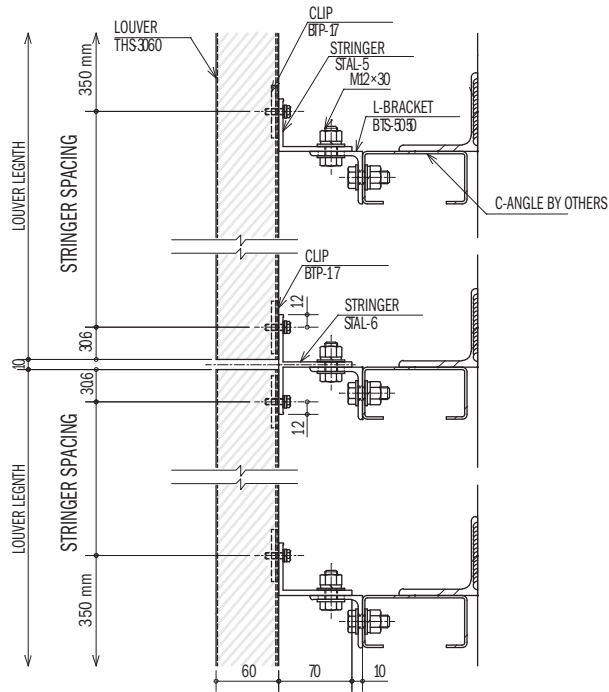
Interior or Exterior Wall Stringer Application > Vertical ELEVATION



CROSS SECTION B - B

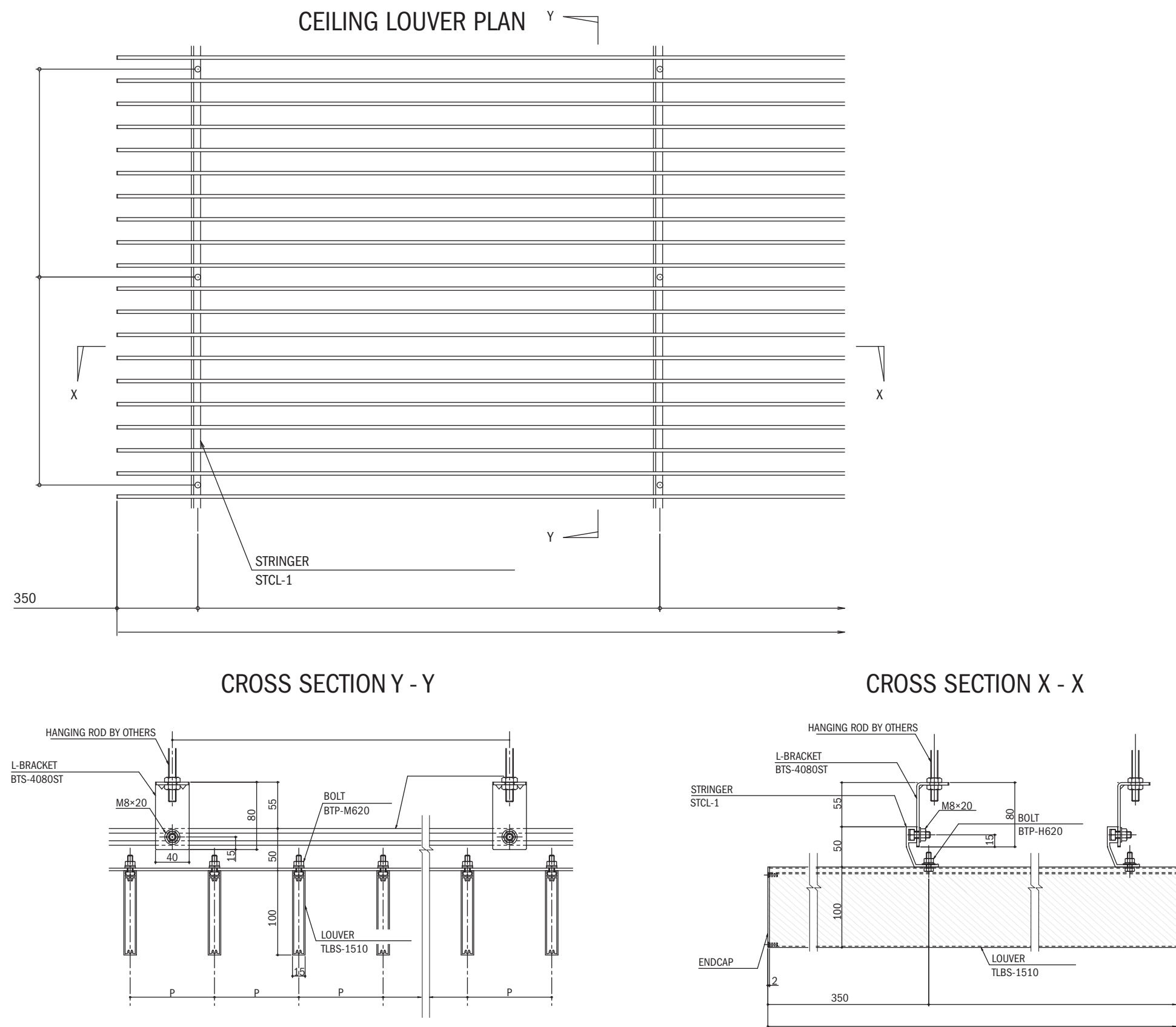


CROSS SECTION A - A



# Interior Ceiling Applications With Stringers > Installation Examples

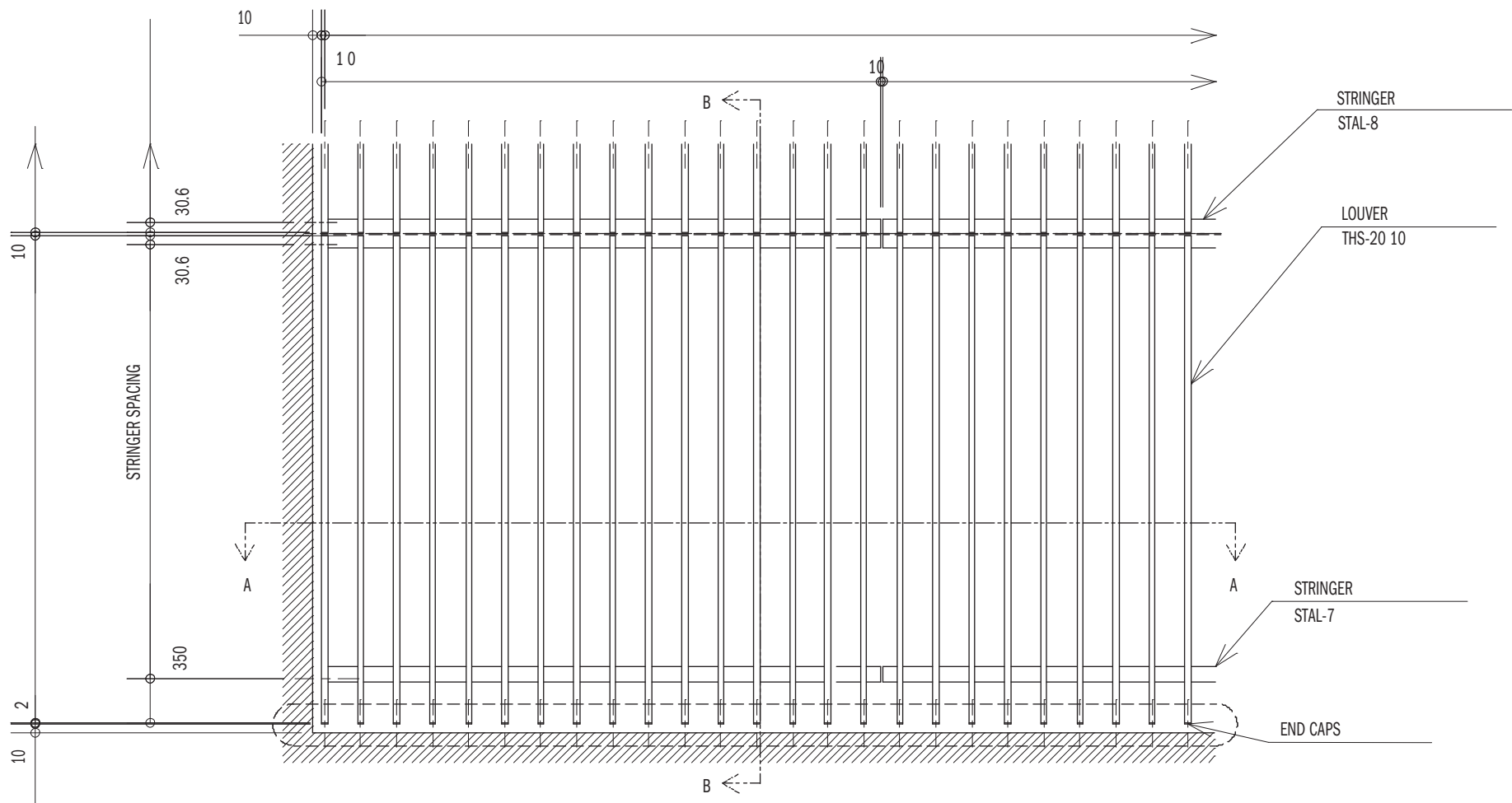
## Interior Ceiling Installation With STCL Stringer



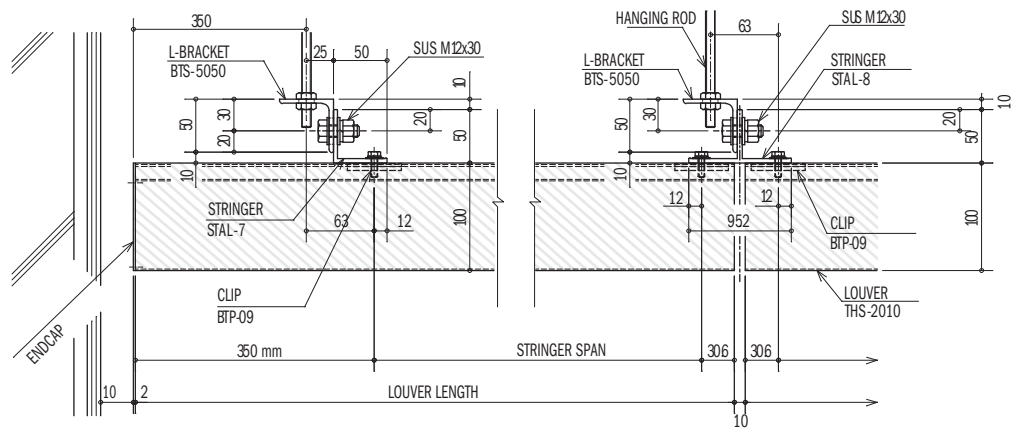


Interior Ceiling Installation With STCL Stringer

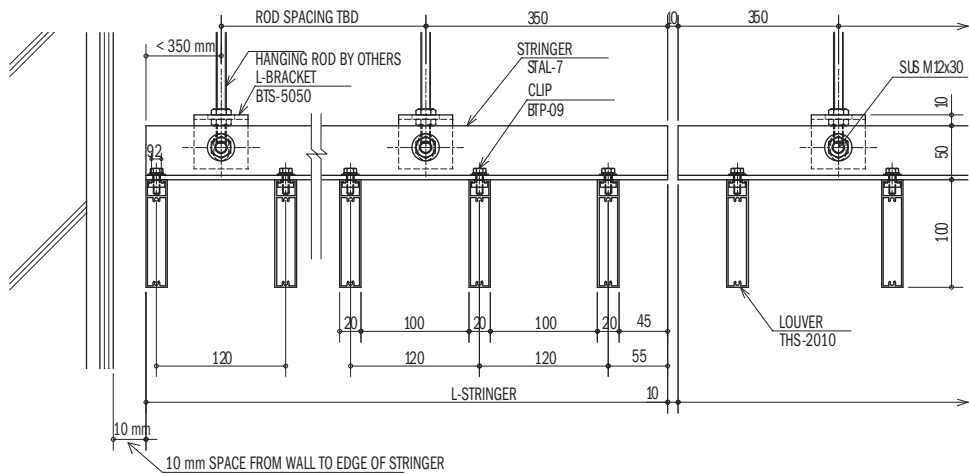
CEILING LOUVER PLAN



CROSS SECTION B - B

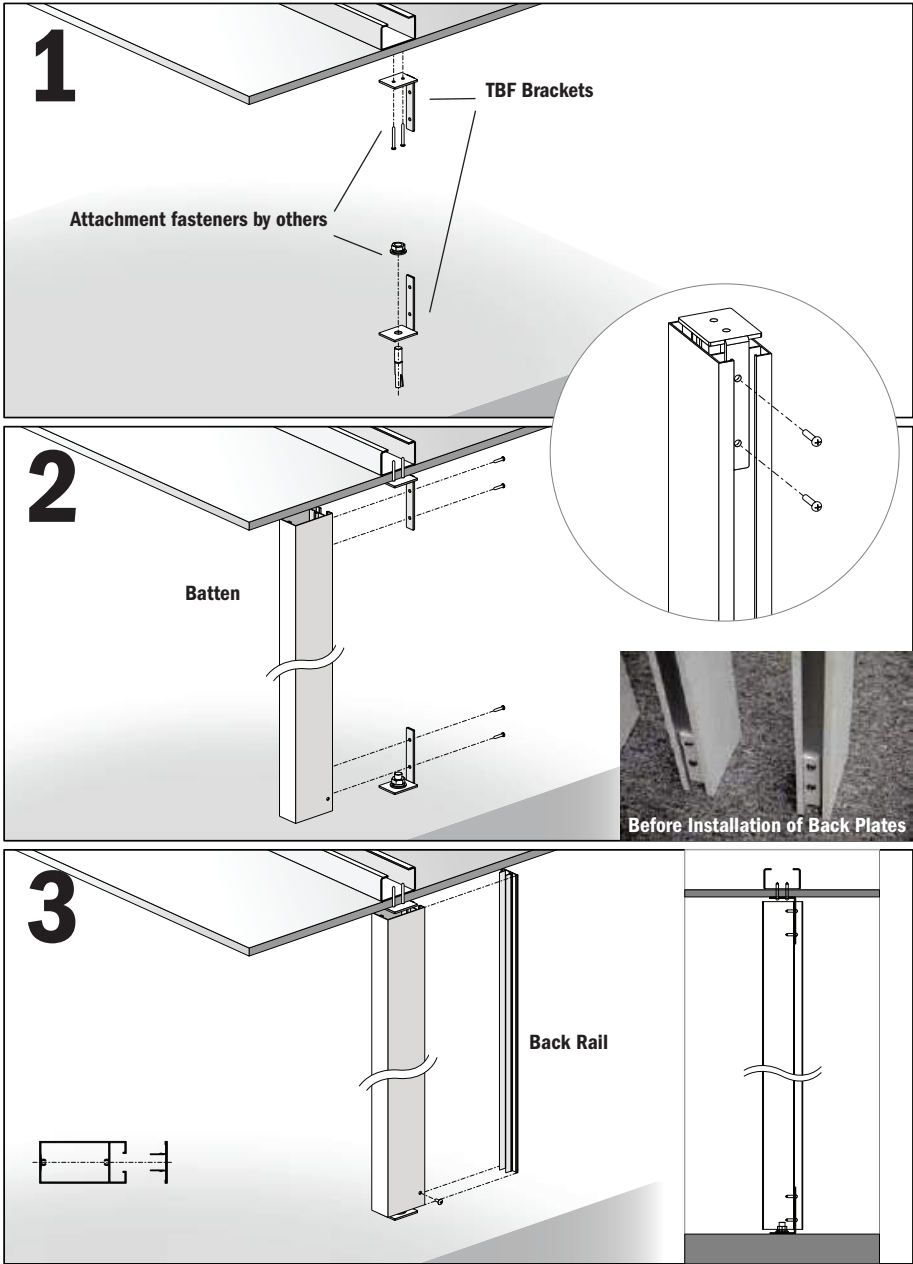


CROSS SECTION A - A



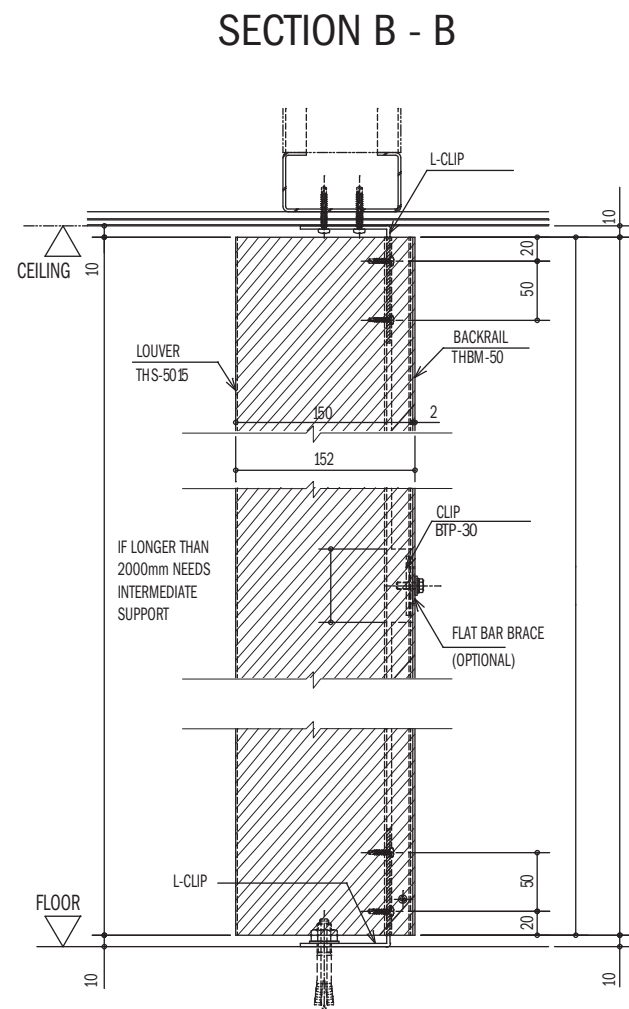
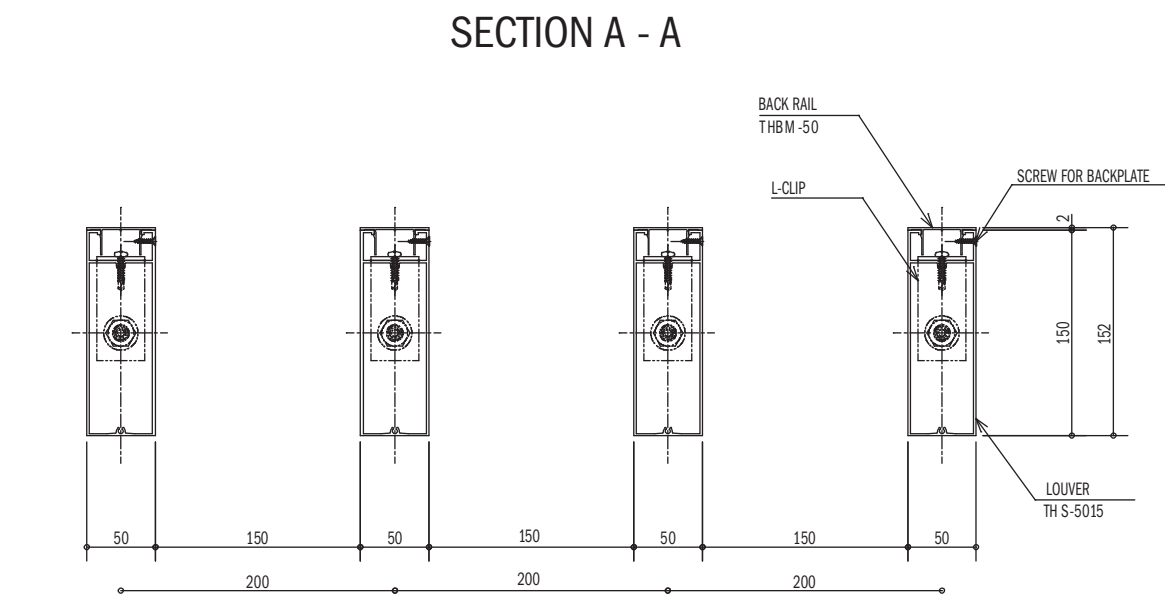
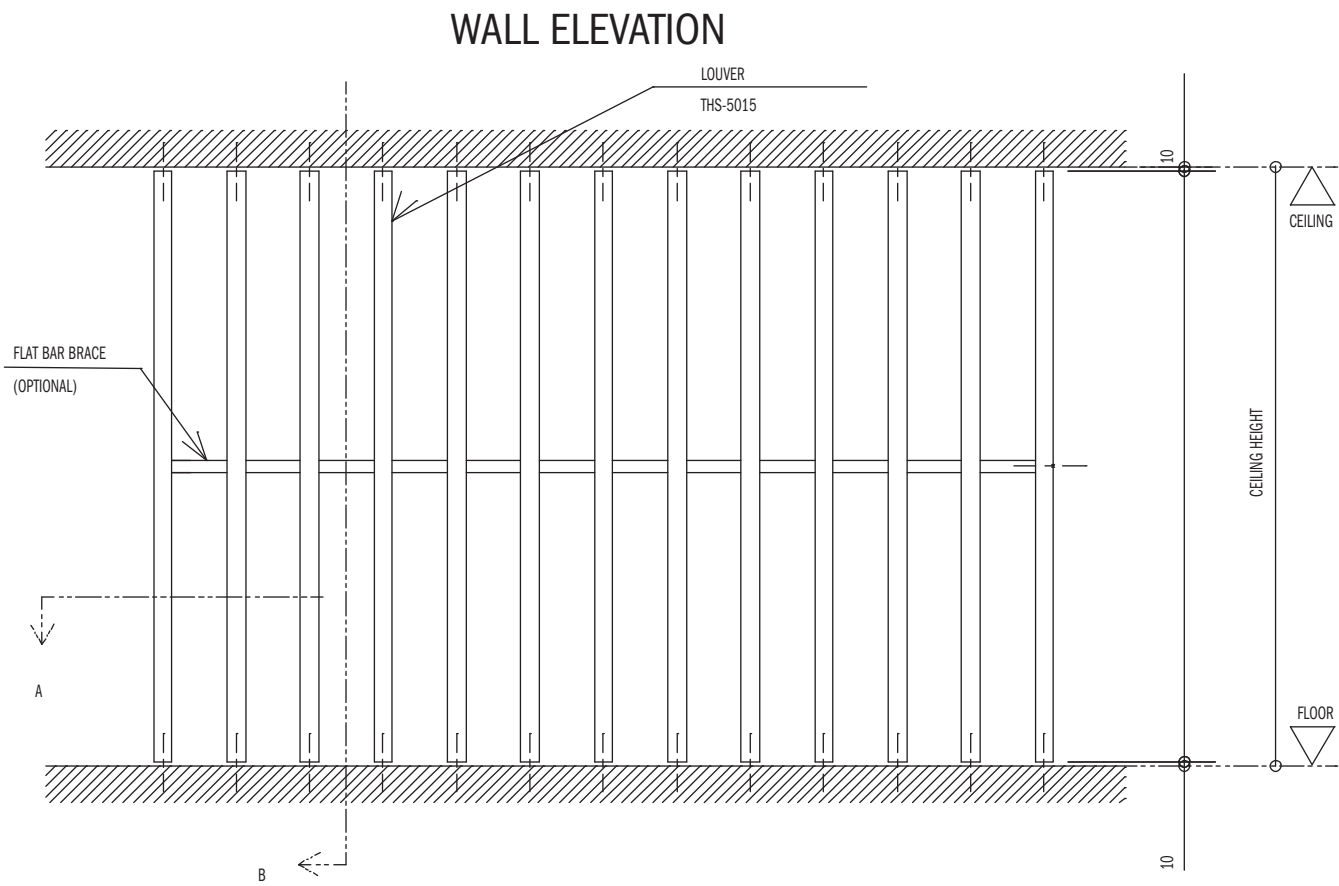
# Fortina Battens > Floor To Ceiling > Interior/Exterior

- 1. Mount L-Brackets to floor and ceiling structure.
- 2. Take Batten and slide open side into top and bottom brackets and attach with screws provided. (Batten may need to be cut for perfect fit).
- 3. Attach Back Rail to Battens and secure with screws provided.





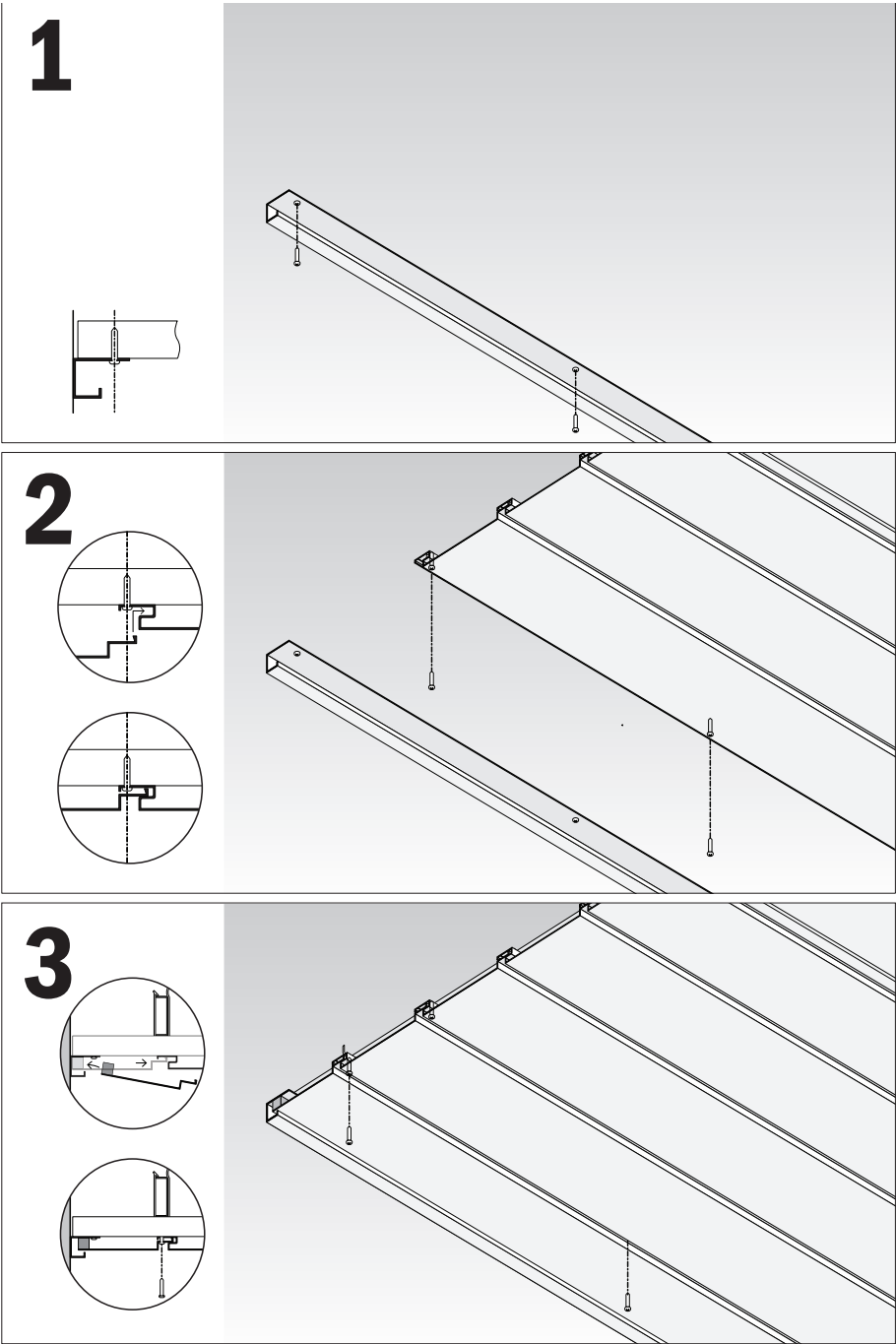
Fortina Battens > Floor To Ceiling > Interior/Exterior> Installation Examples



NOTE: 10MM SPACE TOP AND BOTTOM FOR L-CLIP THICKNESS.

# Fortina Slats > Ceiling > Interior/Exterior

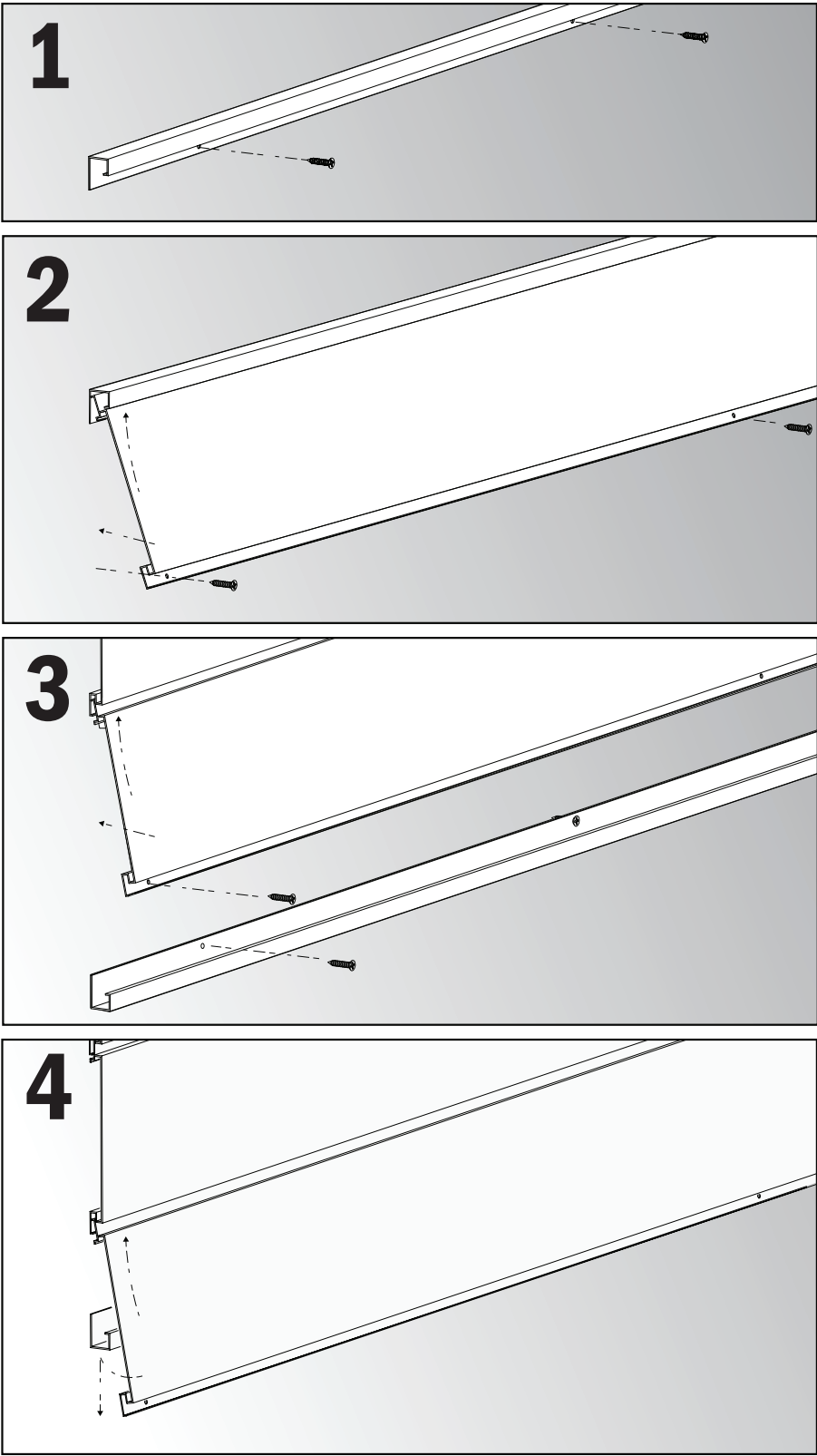
- 1. Install trim piece (if used) to one side of layout.
- 2. Starting from the other side, attach (tongue and groove) Slats to surface.





# Fortina Slat > Wall > Interior/Exterior

- 1. Attach trim piece at top of installation location on wall.
- 2. Insert Slat into trim piece and attach Slat to wall with screws.
- 3. Continue mounting the tongue and groove Slat by inserting into the Slat above, so it lodges in place. Install bottom trim piece to wall with screws at correct location to allow the last Slat to be inserted.
- 4. Install the last slat by sliding it in, up, and down so it rests in bottom trim piece. No need to screws on the bottom Slat.



# FAQ

**GENERAL QUESTIONS:**

**1. What is Fortina?**

Fortina is a decorative wood alternative unlike anything on the market; aluminum Battens and slats are wrapped in a non-PVC film that mimics woodgrain colors and textures. It is lightweight, easily customizable, durable, quick to install, effortless to maintain, and, most importantly, beautiful.

**2. What are the attributes of Fortina?**

Fortina has been widely used in interiors and exteriors of commercial and residential buildings since its inception in Japan in 2009. Fortina's lightweight dimensional stability, uniform coloration, and incombustible material allow for a clean and quick installation.

**3. How many sizes are there?**

Our Battens come in 36 sizes, offered in square, rectangular, triangular, and round shapes. The smallest profile is 20mm x 40mm (3/4" x 1 1/2") and the largest is 50mm x 150mm (2" x 6").

Our slats come in 5 sizes with a 10mm reveal (ranging from 60mm to 200mm wide), and 3 sizes with no reveal (ranging from 100mm to 150mm wide).

All profile dimensions are in metric.

**4. What is the longest Batten/slat length available?**

16'-0" is the longest length for ocean shipping. 9'-6" is the longest length for air freight – additional charges will apply for any length exceeding 9'-6".

**FINISHES:**

**5. How many finishes are there?**

A total of 109 films are available in interior and exterior grade. Anodized and painted options are also available. Finish codes start with TE for interior finishes and TA for exterior finishes.

**6. Are all the finishes the same price?**

Exterior finishes are slightly more expensive than interior finishes. Please request a quote for more specific pricing.

**7. Can the Exterior spec be used indoors? Is it more durable? Can an indoor spec be used outdoors if it is UV coated?**

Exterior finishes can be used for indoors, and durability is the same.

Interior grade finishes cannot be used outdoors even with the UV coat, because the printed ink specification is different

**TEST RESULTS**

**8. What is the fire rating?**

Fortina has passed these certifications for non flammability.

- ASTM E84 CLASS A Fire Rating (FSI10/ SDI10)
- NM2239 and 2244
- European Standard CLASS B (French M1)

**9. How does the product hold up in hot/humid climates and near "water"?**

Film used for Fortina have passed two year exposure test (EMMAQUA) in New River, Arizona.

**WARRANTY / CARE AND MAINTENANCE**

**10. What is the warranty?**

We offer a 10-year limited warranty. Please visit our Warranty page for more information.

**11. Will the Battens withstand power washing?**

We do not recommend power washing the Battens/slats.



# TECHNICAL INFORMATION

## FAQ

**12. Do the Battens scratch easily? What can we do about scratches?**

Scratch test result 2B. Touch up paint is the most convenient way to hide scratches, but it's not perfect. A 10% overage is highly recommended for the purpose of having extra components to cover any damages beyond touch up. A touch up pen matching the HD1 paper can be provided upon request.

**13. Is there any type of care/maintenance required?**

Wipe with a wet soft cloth or wet sponge, then wipe with a dry cloth. Do not brush with steel brush, steel wool or sandpaper. Do not handle the Battens on surfaces with grit or gravel as it will cause scratches. Do not use organic solvent such as alcohol for cleaning. Check bolts, nuts or screws in a timely manner. More maintenance may be required in industrial areas or near the ocean.

**14. Can the Battens get wet?**

While it's not ideal for interior grade finishes, our exterior grade finishes can get wet as they are designed to be outside.

### INSTALLATION

**15. What is the best way to cut the Battens on site?**

Aluminum cutting saw is required along with long table. A new blade is recommended.

**16. Is there an explanation on how the joint between the Battens (and spandrels) works for a very long ceiling?**

We recommend leaving an expansion gap of 1-2 mm (1/8" max) between Battens/slats.

**17. Do the Stringers and brackets come in a variety of sizes and finishes?**

Stringers come in different sizes depending on the application. anodized aluminum is the standard finish, but they can also be powder coated.

**18. How much does the "average" THS-4080 Batten weigh per foot?**

As an example, THS-4080 weighs 0.688 lbs per linear foot. Batten weights vary based on profile size.

**19. What is the lead-time?**

Fortina is made to order. Our typical lead time is 12-15 weeks.

**20. Is there any hardware to hang/merchandise products from the Battens?**

No, Battens are only decorative.

**21. Can the Battens be curved?**

No, the Battens cannot be curved.

### PURCHASING FORTINA

**22. Do you have local reps?**

All Fortina inquiries are handled from our Head Office in California. Please call (800) 350-4127.

**23. What is the square footage price of Fortina?**

Pricing is not based on square footage. It varies based on profile size and quantity ordered. Please call (800) 350-4127 or request a quote on our website.

**24. How can I get samples?**

Click "Order Samples" on the Fortina website or call (800) 350-4127.

**25. Do you offer an expedited option?**

The production time is set, but shipping can be expedited via air freight.

# Fortina Care and Maintenance

## Cleaning

- Wipe with dry cloth.
- If necessary soap and water is fine to clean.
- No harsh chemicals are recommended.
- Do not use organic solvent such as alcohol for cleaning.
- Do not brush with steel brush, steel wool, or sandpaper.
- Do not handle Battens on surfaces with grit or gravel.
- More maintenance required in industrial areas or near ocean.



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Fortina MSDS > Interior

Date: Feb. 13, 2015  
Reference number: SBR-0284

To:B+N Industries,Inc.

Material Safety Data Sheet

1. PRODUCT AND COMPANY IDENTIFICATION

Product name	FORTINA (Interior Type)
Name of manufacturer	Toppan Cosmo, Inc.
Address	3-19-26 Shibaura, Minato-ku, Tokyo, Japan Toppan Shibaura Building
Telephone No.	03-5418-3500
Emergency contact	03-5418-3680 (Product Engineering Group, Product Manufacturing Department, Development Division)
Fax No.	03-5418-3676

2. HAZARDS IDENTIFICATION

GHS classification	Not applicable.
Hazard statement	(1) Non-hazardous material and risk is low. (2) Prolonged inhalation of dust generated by cutting may affect the respiratory organs. (3) If dust generated by cutting gets into the eyes, the eyeballs may be damaged. (4) Some pigments and stabilizers contain heavy metals, Cr (trivalent), Sb and Ni.
Effect to environment	None known.

3. COMPOSITION / INFORMATION ON INGRDEDIENTS

Classification of single product or mixture	Mixture (Printed film, adhesive and aluminum)
Chemical name (Product name)	Aluminum material coated with polyolefin resin sheet
Ingredients and contents	Polyolefin resin, ink pigment, polyurethane resin, acrylic resin and aluminum
Chemical formula or structural formula	Not applicable since it is a mixture
Reference Number in Gazetted List in Japan	Not applicable because it is a mixture
UN classification and UN number	Not applicable because it is a mixture

4. FIRST AID MEASURES

IF IN EYES	Wash in running water without rubbing because dust and fragments generated when cutting may damage the eyeballs. Consult with a medical specialist.
IF ON SKIN	Prolonged contact of dust generated by cutting with skin may cause rough skin. If skin inflammation occurs, consult with a medical specialist.
IF INHALED	If any discomfort is experienced, immediately remove to fresh air.
IF SWALLOWED	After vomiting, immediately get medical attention.



Fortina MSDS > Interior

Date: Feb. 13, 2015  
Reference number: SBR-0284

Extinguishing media	Minister of Land, Infrastructure, Transport and Tourism, take measures such as evacuating upwind and wearing protective equipment in the event of fire because toxic substances such as black smoke and carbon monoxide may be generated in case the product is exposed to high temperature and the decorative surface layer burns. Water spray, dry chemical, foam
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6. ACCIDENTAL RELEASE MEASURES

Not applicable.

7. HANDRING AND STORAGE

Handling	Wear protective gloves (cotton gloves, etc.) when handling. Wear protective glasses and dust protective mask when cutting or fabricating. Sufficiently ventilate the workplace. Provide dust collectors. Take care not to cut your hands on edges of the product.
STORAGE	Store in packaged state in indoor general warehouse avoiding direct sunlight. Be careful to keep dry. Avoid falling, dropping and friction.

8. EXPOSURE CONTROL / PERSONAL PROTECTION

[Exposure control]	
None	
[Personal protection]	Equipment countermeasure          None
Respiratory protective equipment	Wear appropriate protective equipment (dust protective mask, etc.) when performing work that generates dust.
Protective glasses	Wear appropriate protective equipment (goggles, full-surface shield, etc.) when performing work that generates dust.
Protective gloves	Wear appropriate protective equipment (synthetic rubber gloves, arm covers, etc.).
Protective clothes	Wear appropriate protective clothes when performing work that generates dust.

9. PHYSICAL AND CHEMICAL PROPERETIES

Appearance, etc.	Bar-type solid form
Boiling point	Not applicable.
Vapor pressure	Not applicable.
Volatility	Not applicable.
Melting point	Not applicable.
Specific gravity	2.7 g/m <sup>2</sup>
Initial boiling point	Not applicable.
Solubility in water	Not applicable.
Others	Not applicable.

Fortina MSDS > Interior

Date: Feb. 13, 2015  
Reference number: SBR-0284

10. SAFETY AND REACTIVITY

Flash point	Decorative surface layer: Approx. 300°C .
Ignition point	Decorative surface layer: Approx. 400°C.
Explosion limit	Upper limit: No data. Lower limit: No data.
Combustibility	Decorative surface layer: Combustible
Ignitability (pyrophoricity, reactivity with water)	None known.
Oxidizability	Contact with chemical substances, such as acid, may generate harmful gas.
Autoreactivity, explosiveness	None.
Dust explosiveness	Lower explosive limit: 45g/m³
Stability, reactivity	Decorative surface layer: Relatively weak against alkali
Others	None known.

11. TOXICOLOGICAL INFORMATION (Including case with people and epidemiological information)

Skin corrosivity	None known.
Irritation (skin, eyes)	Prolonged contact of dust generated by cutting with skin may cause rough skin.
Sensitizing potential	None known.
Acute toxicity	None known.
Subacute toxicity	None known.
Chronic toxicity	None known.
Carcinogenicity	None known.
Mutagenicity	None known.
Reproductive toxicity	None known.
Teratogenicity	None known.
Others (Including generation of toxic gas by reaction with water, etc.)	None known.
Others	None known.

12. ECOLOGICAL INFORMATION

Degradability	None known.
Accumulative property	None known.
Fish toxicity	None known.

13. DISPOSAL CONSIDERATIONS

This product and its cut pieces can be classified as “scrap metal” specified by law.  
Ask an appropriate recovery company to dispose them of.

14. TRANSPORT INFORMATION

Load in a manner to prevent falling, dropping, abrasion, etc. during transportation and provide reliable measures to prevent load shifting.  
  
Keep dry.

15. REGULATORY INFORMATION

None



Fortina MSDS > Interior

Date: Feb. 13, 2015  
Reference number: SBR-0284

Tourism, MFN-0717 F☆☆☆☆  
Materials containing asbestos are not used.

The contents of this sheet are based on reference materials, information and data that are available at present and may be revised according to revision of laws and regulations as well as due to new findings. In addition, the precautions described in this document are intended for use under normal conditions. In case of special handling is required, provide appropriate safety measures for the application and usage.  
The contents of this sheet are for provision of information and are not guaranteed.

Fortina MSDS > Exterior

Date: Jan. 21, 2015  
Reference number: SBR-0281

To:  
Property name:

Material Safety Data Sheet

1. PRODUCT AND COMPANY IDENTIFICATION

Product name	FORTINA: Exterior Type
Name of manufacturer	Toppan Cosmo, Inc.
Address	3-19-26 Shibaura, Minato-ku, Tokyo, Japan Toppan Shibaura Building
Telephone No.	03-5418-3500
Emergency contact	03-5418-3680 (Product Engineering Group, Product Manufacturing Department, Development Division)
Fax No.	03-5418-3676

2. HAZARDS IDENTIFICATION

GHS classification	Not applicable.
Hazard statement	(1) Non-hazardous material and risk is low. (2) Prolonged inhalation of dust generated by cutting may affect the respiratory organs. (3) If dust generated by cutting gets into the eyes, the eyeballs may be damaged.
Effect to environment	None known.

3. COMPOSITION / INFORMATION ON INGRDEDIENTS

Classification of single product or mixture	Mixture (Aluminum, printed film and adhesive)
Chemical name (Product name)	Composite material of laminated aluminum and resin sheets
Ingredients and contents	Aluminum, polyolefin resin, ink pigment, polyvinylidene fluoride, methacrylic acid alkyl ester/acrylic acid alkyl ester copolymer, etc.
Chemical formula or structural formula	Not applicable because it is a mixture
Reference Number in Gazetted List in Japan	Not applicable because it is a mixture
UN classification and UN number	Not applicable because it is a mixture

4. FIRST AID MEASURES

IF IN EYES	Wash in running water without rubbing because dust and fragments generated when cutting may damage the eyeballs. Consult with a medical specialist.
IF ON SKIN	Prolonged contact of dust generated by cutting with skin may cause rough skin. If skin inflammation occurs, consult with a medical specialist.
IF INHALED	If any discomfort is experienced, immediately remove to fresh air.
IF SWALLOWED	After vomiting, immediately get medical attention.



Fortina MSDS > Exterior

Date: Jan. 21, 2015  
Reference number: SBR-0281

	Minister of Land, Infrastructure, Transport and Tourism, take measures such as wearing protective equipment according to the situation because toxic and corrosive fluorine-containing substances can be generated in case the product is exposed to high temperature and the decorative surface layer burns.
Extinguishing media	Water spray, dry chemical, foam, carbon dioxide

6. ACCIDENTAL RELEASE MEASURES

Not applicable.

7. HANDRING AND STORAGE

Handling	Wear protective gloves (cotton gloves, etc.) when handling. Wear protective glasses and dust protective mask when cutting or fabricating. Sufficiently ventilate the workplace. Provide dust collectors.
STORAGE	Take care not to cut your hands on edges of the product. Store in packaged state in indoor general warehouse avoiding direct sunlight. Be careful to keep dry. Avoid falling, dropping and friction.

8. EXPOSURE CONTROL / PERSONAL PROTECTION

[Exposure control]	None
[Personal protection]	Equipment countermeasure          None
Respiratory protective equipment	Wear appropriate protective equipment (dust protective mask, etc.) when performing work that generates dust.
Protective glasses	Wear appropriate protective equipment (goggles, full-surface shield, etc.) when performing work that generates dust.
Protective gloves	Wear appropriate protective equipment (synthetic rubber gloves, arm covers, etc.).
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9. PHYSICAL AND CHEMICAL PROPERETIES

Appearance, etc.	Bar-type solid form
Boiling point	Not applicable.
Vapor pressure	Not applicable.
Volatility	Not applicable.
Melting point	Not applicable.
Specific gravity	2.7 g/m <sup>2</sup>
Initial boiling point	Not applicable.
Solubility in water	Not applicable.
Others	Not applicable.

Fortina MSDS > Exterior

Date: Jan. 21, 2015  
Reference number: SBR-0281

10. SAFETY AND REACTIVITY

Flash point	Decorative surface layer: No data
Ignition point	Decorative surface layer: No data
Explosion limit	Upper limit: No data. Lower limit: No data.
Combustibility	Decorative surface layer: Combustible
Ignitability (pyrophoricity, reactivity with water)	None known.
Oxidizability	None under normal handling conditions
Flammability	Toxic gas (hydrogen fluoride, carbon oxide, etc.) may be generated.
Autoreactivity, explosiveness	None known.
Dust explosiveness	Lower explosive limit: 45g/m <sup>3</sup>
Stability, reactivity	Decorative surface layer: May react with strong oxidizers.
Others	None known.

11. TOXICOLOGICAL INFORMATION (Including case with people and epidemiological information)

Skin corrosivity	None known.
Irritation (skin, eyes)	Prolonged contact of dust generated by cutting with skin may cause rough skin.
Sensitizing potential	None known.
Acute toxicity	None known.
Subacute toxicity	None known.
Chronic toxicity	None known.
Carcinogenicity	None known.
Mutagenicity	None known.
Reproductive toxicity	None known.
Teratogenicity	None known.
Others (Including generation of toxic gas by reaction with water, etc.)	None known.
Others	None known.

12. ECOLOGICAL INFORMATION

Degradability	None known.
Accumulative property	None known.
Fish toxicity	None known.

13. DISPOSAL CONSIDERATIONS

This product and its cut pieces can be classified as “scrap metal” specified by law.  
Ask an appropriate recovery company to dispose them of.

14. TRANSPORT INFORMATION

Load in a manner to prevent falling, dropping, abrasion, etc. during transportation and provide reliable measures to prevent load shifting.

Keep dry.

15. REGULATORY INFORMATION

None



Fortina MSDS > Exterior

Date: Jan. 21, 2015  
Reference number: SBR-0281

Tourism, MFN-0717 F☆☆☆☆.  
Materials containing asbestos are not used.

The contents of this sheet are based on reference materials, information and data that are available at present and may be revised according to revision of laws and regulations as well as due to new findings. In addition, the precautions described in this document are intended for use under normal conditions. In case of special handling is required, provide appropriate safety measures for the application and usage.  
The contents of this sheet are for provision of information and are not guaranteed.

Toppan Cosmo, Inc.

# Fortina Warranty > p. 1

**1. Limited Warranty:**

For Toppan Products used according to the “Conditions of Use” specified in Section 2 of this Exhibit B, Toppan shall warrant the below during the limited warranty period set forth in this Section 1 (the “Warranty”) except as specified in Section 3 of this Exhibit B as exclusions or limitations.

- i. No significant blister and peel for the Warranty Period; and  
\*It is intended for the defects that have peeled off in their natural condition after installation.
- ii. No color fading in excess of the second grade of grey scale defined in ISO 105-A03  
\*Grey scale evaluation should be done by Toppan.

**Warranty Period:** Ten (10) years from the date of delivery of the Product from Toppan or the manufacturer on behalf thereof. In case of breach of this warranty (the “Breach” or “Breaching”), B&N has a right to obtain certain remedy pursuant to Section 4 and Section 5 in this Exhibit B from Toppan.

Except to the extent prohibited by applicable law, the warranty is made in lieu of all other warranties, rights or conditions, express or implied, including, but not limited to, any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose and those arising from a course of dealing, custom or usage of trade. B+N is responsible for determining if a product is suitable for its particular purpose and application methods. the warranty set forth herein constitutes the sole remedy of B+N and of the sole responsibility of the Toppan for Toppan products.

**2. Conditions of Use:**

- i. Toppan Products dedicated for exterior application are suitable for using exterior decoration except for horizontal area or in extreme weather conditions.
- ii. Toppan Products dedicated for interior application are designed for interior decoration and shall not be used in a place exposed to direct sunlight, strong artificial light such as mercury lamp or floodlight etc.
- iii. Toppan Products should be treated with the requirements of proper instructions thereof.
- iv. Toppan Products operation should be done complying with any local, state, municipal, provincial, or federal laws pertaining to the use, storage, processing, application, distribution, and disposal of Toppan Products.



## Fortina Warranty > p. 2

### 3. Exclusions and Limitations:

Disclaimer: When the Toppan Product falls under the following cases, it shall be handled for a fee even during the above Warranty Period. Toppan is not responsible for any breach of the Warranty not reported during the Warranty Period. The Warranty also does not apply to any Toppan Products ordered by B&N before the date of this Agreement.

- i. Defects that occur intentionally or accidentally, or during processing or installation.
- ii. Defects attributable to fabrication, processing, assembling, operation, management, or maintenance conducted by a third party employed without regular arrangement.
- iii. Defects such as deterioration of Toppan Products caused by members or auxiliary materials not involved in use of Toppan Products.
- iv. Defects caused by the use of Toppan Products installed in an environment other than the specified and reasonably recognized service environment and operated beyond the prescribed level of performance.
- v. Defects of Toppan Products caused by external factors like attributable to deformation of the building structure.
- vi. Aging change of Toppan Products or any of its components such as wear and tear, aging deterioration, such as denaturation or discoloration, or rusting, molding or other defects associated with these.
- vii. Defects attributable to rust.
- viii. Damage due to location of a special environment such as a hot spring, incineration plant, or swimming pool facility or industrial area where special gas, heat, acid, alkali, or salt is used or generated. Area where salt damage occurs or area where water splash constantly occurs because of proximity to a lake or river area where flue dust or chemicals such as metallic powder, stone powder, or agricultural chemicals are attached or accumulated, and damage by environmental pollution.
- ix. Damage by natural disasters such as typhoon, flood, earthquake, lightning, or icicle.
- x. Defects attributable to phenomena technically unforeseeable in commercialization of Toppan Products.
- xi. Defects attributable to animals such as dogs, cats, birds, or mice.
- xii. Defects attributable to relocation, repair or remodeling of Toppan Products conducted by the Purchase.
- xiii. Defects caused by repaired area like touch-up paint has been applied.
- xiv. Damage caused by cleaning with inappropriate tools such as scrubbers or brushes or with chemicals.
- xv. Damage aggravated as a result of initial damage or defects left unattended for a long time.
- xvi. Defects caused by the failure of appropriate maintenance after delivery.
- xvii. Defects caused by use of Toppan Products for purposes other than the originally intended use or defects caused by a method of use different from the intended use.
- xviii. Defects caused by no use of authentic accessories or members or by use of members other than our own.
- xix. Defects including damage attributable to illegal conduct such as crime.
- xx. Defects due to improper storage after product delivery (for example high-temperature and humidity at storage in a place, long-term storage that exceeds the Warranty Period, and defects due to water, stacking, exposure to direct sunlight, extremely low temperatures and etc.).
- xxi. Problems caused by condensation due to natural phenomena or living environment, expansion and cracking or breakage due to freezing, expansion and contraction due to temperature difference, twisting, etc.
- xxii. The loss by delivery delays or nonfulfillment of this product due to natural disasters, wars, riots, transportation accidents, epidemics, and other sudden matters.
- xxiii. Defects due to operational errors, improper adjustments, or improper maintenance after product delivery.
- xxiv. Defects caused by electrical equipment such as heat generated from lighting equipment, air conditioners etc.
- xxv. Defects caused by the installation that doesn't follow the Fortina standard installation methods or proper settlement.
- xxvi. Defects caused by thermal elongation of aluminum substrate due to temperature changes.

# Fortina Warranty > p. 3

**4. Claims Procedure:**

If B&N discovers an alleged Breach of the Warranty in a Toppan Products, and notify Toppan of such in writing with (i) sufficient details of such alleged Breach; (ii) the related purchase order number; (iii) the address of the installed product and date of installation; and (iv) other detailed information regarding the allegedly Breaching Toppan Products within thirty (30) days of the discovery and during the Warranty Period, Toppan shall investigate whether there is any Breach in such Products. B&N shall return the subject allegedly Breaching Toppan Products for investigation together with the notification above, and shall allow Toppan to inspect them at the installed site.

**5. Remedies**

**5.1** If Toppan confirms that there is Breach on the Toppan Products upon the investigation set forth in Section 4 of this Exhibit B, Toppan shall, at its discretion:

- i. repair the Breaching product;
- ii. replace the Breaching product; or
- iii. refund the price paid to Toppan for the delivery of the subject Breaching product pursuant to the refund policy set forth herein.

In case of replacement, Toppan shall deliver, at Toppan’s sole cost and expense, the replacement to B&N at the location to be agreed between the Parties within Territory. In case of refund, the refund price shall decrease in accordance with the following schedule:

Elapsed time from the beginning of the warranty period	Percentage of the price to be refunded
Within 2 years	100%
More than 2 years within 4 years	80%
More than 4 years within 6 years	50%
More than 6 years within 8 years	30%
More than 8 years within 10 years	10%

**5.2** The Toppan Products replaced pursuant to Section 5.1 of this Exhibit B shall be subject to the same warranties, the same conditions and the same remedies as the original Toppan Products, provided that the Warranty Period therefore shall be the balance of the applicable Warranty Period relating to the replaced Toppan Products.



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# Fortina Fire Rating Documentation

FORTINA ASTM E84 **CLASS A PASSED** CIRT R16045.01.024h

## SOUTHWEST RESEARCH INSTITUTE®

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CHEMISTRY AND CHEMICAL ENGINEERING DIVISION  
FIRE TECHNOLOGY DEPARTMENT  
WWW.FIRE.SWRI.ORG  
FAX (210) 522-3377



ASTM E 84 - 10  
INVESTIGATION OF THE SURFACE BURNING  
CHARACTERISTICS OF A NOMINAL 0.13-MM  
THICK PRINTED DECORATIVE FOIL, LAMINATED  
ONTO AN ALUMINUM C-CHANNEL RAIL  
TRADE NAME: TOPPAN FORTINA (TIA008)

FINAL REPORT  
Consisting of 5 Pages  
SwRI® Project No.: 01.16045.01.024h

Test Date: October 19, 2010  
Report Date: November 10, 2010

Prepared for:

TOPPAN INTERAMERICA, INC.  
1131 HWY 155 SOUTH  
MCDONOUGH, GA 30253

Prepared by:

Anthony L. Saucedo  
Group Leader  
Material Flammability Section

Approved by:

Matthew S. Blais, Ph.D.  
Director  
Fire Technology Department

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# Fortina Fire Rating Documentation

FORTINA ASTM E84 **CLASS A PASSED** CIRT R16045.01.024h

**INTRODUCTION**

This report presents the test results for a specimen submitted by Toppan Interamerica, Inc., located in McDonough, GA, and tested at Southwest Research Institute’s (SwRI’s) Fire Technology Department, located in San Antonio, Texas. The test is conducted in accordance with the procedure outlined in ASTM E 84 - 10, *Standard Test Method for Surface Burning Characteristics of Building Materials* (NFPA 255, ANSI/UL 723 and UBC 8-1).

This test method is applicable to exposed surfaces, such as ceilings or walls, provided that the material or assembly of materials, by its own structural quality or the manner in which it is tested and intended for use, is capable of supporting itself in position or being supported during the test period. The test is conducted with the material in the ceiling position.

The purpose of this test method is to determine the relative burning behavior of the material by observing the flame spread along the specimen. Flame Spread and Smoke Developed index are reported. However, there is not necessarily a relationship between these two measurements.

**This standard should be used to measure and describe the response of materials, products, or assemblies to heat and flame under controlled conditions and should not be used to describe or appraise the fire-hazard or fire-risk of materials, products, or assemblies under actual fire conditions. However, results of the test may be used as elements of a fire-hazard assessment or a fire-risk assessment which takes into account all of the factors which are pertinent to an assessment of the fire hazard or fire risk of a particular end use.**

Test specimens are conditioned as appropriate in an atmosphere maintained between 68 and 78 °F and 45 to 55% relative humidity. Immediately prior to the test, the specimen is mounted in the furnace with the side to be tested facing the test flame. Cement board is placed on the unexposed side of the specimen to protect the furnace lid assembly. Sometimes, because of the nature of the material undergoing testing, additional support (e.g. wire, wire and rods, rods, and/or bars) is used to ensure that the specimen will remain in position during the test. The use of supporting materials on the underside of the test specimen may lower the Flame Spread Index from that which might be obtained if the specimen could be tested without such support, and the test results do not necessarily relate to indices obtained by testing materials without such support.

The flame front position and light obscuration are recorded throughout the 10-minute test and used to calculate the Flame Spread and Smoke Developed indices. The temperature at 23 ft is also recorded. The Flame Spread and Smoke Developed indices reported herein are relative to the results obtained for mineral fiber-reinforced cement board and select grade red oak (moisture content between 6 and 8%). The mineral fiber-reinforced cement board is the calibration material used to obtain 0 values for Flame Spread and Smoke; red oak decks are used to obtain 100 values for Flame Spread and Smoke.

The results apply specifically to the specimens tested, in the manner tested, and not to the entire production of these or similar materials, nor to the performance when used in combination with other materials.

Two model building codes (2009 International Building Code®, Chapter 8 *Interior Finishes*, Section 803 *Wall and Ceiling Finishes*; NFPA 5000, Chapter 10 *Interior Finish*, Section 10.3 *Interior Wall or Ceiling Finish Testing and Classification*) classify materials based on the Flame Spread and Smoke Developed indices. For reference purposes, the classification criteria are listed below:

Classification	Flame Spread Index	Smoke Developed Index
A	0 – 25	0 – 450
B	26 – 75	0 – 450
C	76 – 200	0 – 450

# Fortina Fire Rating Documentation

FORTINA ASTM E84 **CLASS A PASSED** CIRT R16045.01.024h

ASTM E 84 - 10 REPORT

CLIENT: TOPPAN INTERAMERICA, INC.  
SWRI PROJECT NO.: 01.16045.01.024h  
TEST DATE: OCTOBER 19, 2010  
DAILY TEST NO.: 2

DESCRIPTION OF SPECIMEN

DATE RECEIVED: October 13, 2010 (received ready-to-test)

MATERIAL ID:\* Fortina

TRADE NAME:\* Toppan Fortina (TIA008)

DESCRIPTION:\* Printed decorative foil laminated onto aluminum C-channel rails

COMPOSITION:\* Poly-olefin foil laminated onto aluminum

THICKNESS: 1.58-in. O.D. square C-channel (nominal)  
0.047-in. wall (nominal)  
\*0.13-in. foil (nominal)

UNIT WEIGHT: 0.7 lbs per rail (nominal)

COLOR: Natural

SPECIMEN SIZE: One hundred eighty-two, 1.58-in. square C-channels × 20.5-in. long rails placed side by side, and end to end, down the length of the chamber (flat wood grain decorative side to burner)

CONDITIONING TIME: 5 days at 70 °F and 50% relative humidity

WITNESSED BY: Messrs. Nickie Fukuyama and Trey Nakamura representing, Toppan Interamerica, Inc.

\* From Client's material description and/or instructions



# Fortina Fire Rating Documentation

FORTINA ASTM E84 **CLASS A PASSED** CIRT R16045.01.024h

ASTM E 84 - 10 REPORT

CLIENT: TOPPAN INTERAMERICA, INC.  
SWRI PROJECT NO.: 01.16045.01.024h  
TEST DATE: OCTOBER 19, 2010  
DAILY TEST NO.: 2

TEST RESULTS

FLAME SPREAD INDEX (FSI): 10  
SMOKE DEVELOPED INDEX (SDI): 10

TEST DATA

UNROUNDED FSI: 12.5  
UNROUNDED SDI: 10.2  
FS\*TIME AREA (Ft\*Min): 24.2  
SMOKE AREA (%\*Min): 12.8  
FUEL AREA (°F\*Min): 5059.3

OBSERVATIONS DURING TEST

IGNITION TIME (Min:Sec): 02:39  
MAXIMUM FLAME FRONT ADVANCE (Ft.): 4.5  
TIME TO MAXIMUM ADVANCE (Min:Sec): 6:18  
MAXIMUM TEMP. AT EXPOSED TC (°F): 577  
TIME TO MAXIMUM TEMP. (Min:Sec): 9:15  
TOTAL FUEL BURNED (Cu. Ft.): 53.0  
DRIPPING (Min:Sec): None  
FLAMING ON FLOOR (Min:Sec): None  
AFTERFLAME TOP (Min:Sec): 01:12  
AFTERFLAME FLOOR (Min:Sec): None  
SAGGING (Min:Sec): None  
DELAMINATION (Min:Sec): None  
SHRINKAGE (Min:Sec): None  
FALLOUT (Min:Sec): None

CALIBRATION DATA

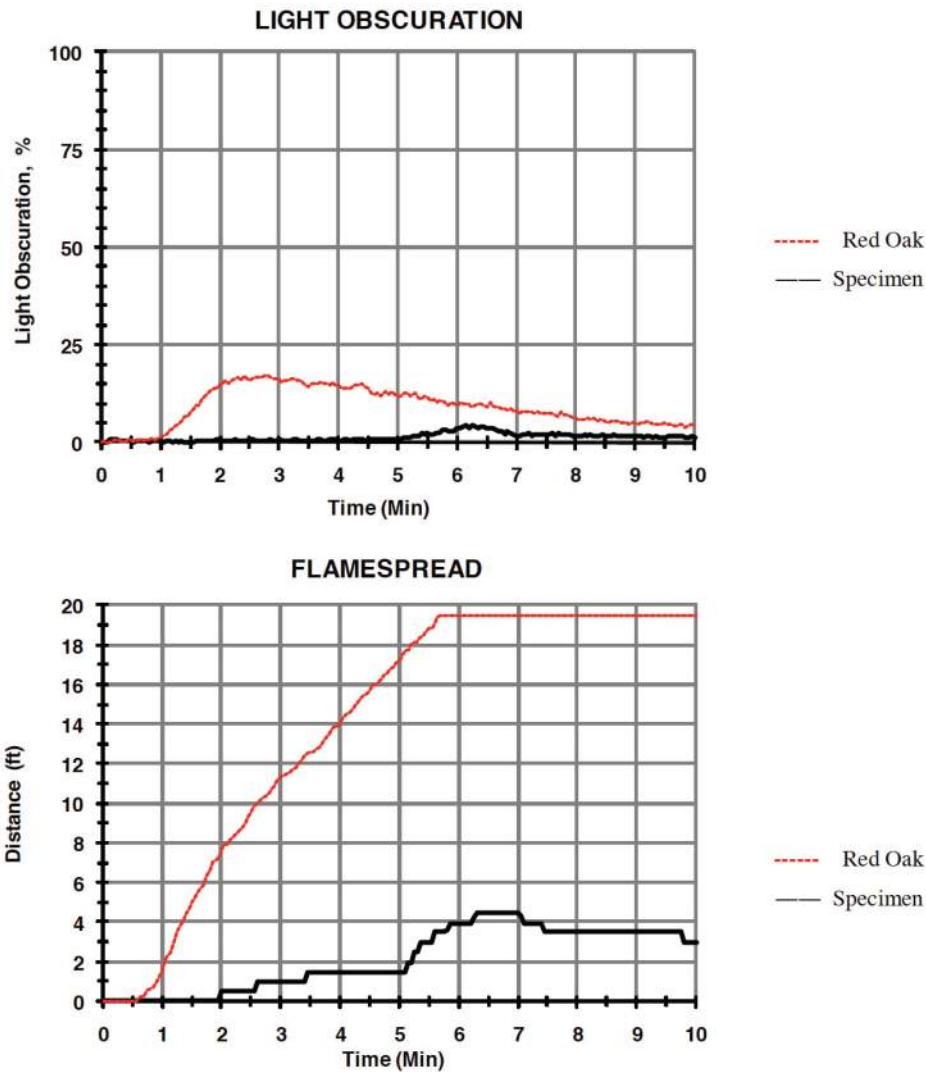
RED OAK SMOKE AREA (%\*Min): 76.9  
RED OAK FUEL AREA (°F\*Min): 8376  
GRC BOARD FUEL AREA (°F\*Min): 5407

# Fortina Fire Rating Documentation

FORTINA ASTM E84 CLASS A PASSED CIRT R16045.01.024h

ASTM E 84 - 10 REPORT

CLIENT: TOPPAN INTERAMERICA, INC.  
SWRI PROJECT NO.: 01.16045.01.024h  
TEST DATE: OCTOBER 19, 2010  
DAILY TEST NO.:2





Fortina Performance Data > Exterior Film

Decorative Sheet Performance Data (Exterior Specification)

Evaluation Items		Test items	Test method	
1	Dimensional stability	Heat resistance test	Put a cross-cut measuring 100 mm x 100 mm at the center of a specimen, leave it at a temperature of 65°C for two days, and check the clearance at the cross-cut part.	
2	Weather resistance	Accelerated weathering test	Apply a light beam to the specimen with a sunshine carbon arc weather meter for 8,000 hours and check the appearance.	
3	Heat resistance	Long-term heat resistance test	Leave the specimen in each oven for 1,000 hours and check the appearance.	60°C 80°C
4	Heat cycle resistance	Heat-cold repeating test	Conduct 100 cycles, with each cycle consisting of 80°C for two hours switched to -20°C for two hours, and observe the appearance.	
5	Dry/wet cycle resistance	Dry/wet cycle test	Conduct 20 cycles, with each cycle consisting of 40°C and 30% RH for 8 hours switched to 40°C and 90%RH for 16 hours, and observe the appearance.	
6	Humidity resistance	Long-term humidity resistance test	Leave the specimen in a high humidity tank at a constant temperature of 40°C and 90%RH and observe the appearance.	
7	Scratch resistance	Pencil scratch resistance (based on JIS H8602)	Apply the core of the pencil to the specimen while applying a load of 1 kg to the angle of about 45° and scratch the surface toward the front at a constant speed.	
8	Abrasion resistance	Abrasion resistance test	Rotate the specimen 7,000 times with a taper abrasion tester (abrasion wheel: CS-17; and load: 1 kg) and observe the appearance.	
		Falling sand abrasion resistance test (based on JIS H8602)	Let a grinding material fall through a guiding tube of 20 mm in inner diameter to the specimen at an angle of 45° at a falling rate of 320 g/min. and measure the time when the base material begins to be exposed and the abrasion depth.	
9	Low temperature impact resistance	Dupont impact test	Let a 1 kg weight fall from a height of 30 cm to the specimen at 5°C and observe the appearance.	
10	Pollution resistance	Pollution resistance test (1)	Immerse dry cotton in a solvent, rub the surface of the specimen with the cotton for 20 strokes and observe the appearance.	Petroleum benzine Methyl ethyl ketone Ethyl acetate Ethanol
		Pollution resistance test (2)	Apply each pollutant, wipe it off with water or ethanol after a lapse of 24 hours and observe the appearance.	Blue ink Black shoe cream Black marker Red crayon
		Oil and solvent resistance test	Apply each oil and solvent, wipe it off with water after a lapse of 24 hours and observe the appearance.	Heating oil CRC556 Ethanol Petroleum benzine
11	Acid resistance	Acid resistance test	Immerse the specimen in a 1% sulfuric acid aqueous solution for one hour and observe the appearance.	
12	Alkali resistance	Alkali resistance test (based on JIS H8602)	Put a drop of 5 g/l sodium hydrate aqueous solution to the surface, leave it for 24 hours, wash the solution off with water, and observe the appearance.	
13	Corrosion resistance	CASS corrosion resistance test (based on JIS H8602)	Put the specimen in a test tank, spray a sodium chloride solution of a 50 g/l concentration to the specimen for 48 hours, and observe the appearance.	
14	Adhesiveness	Cross-cut peel test (based on JIS H8602)	Scratch the surface at an interval of 2 mm in both the longitudinal and transverse directions to the depth that reaches the base material, make 100 grids with those scratches, apply cellophane tape over the grids, and peel it off.	
15	Adhesive strength	Normal state adhesiveness test	Pull the sheet in a 180 degree direction at a rate of 200 mm/min. relative to the base material under a normal room temperature and measure the adhesive strength.	
		Heat creep resistance test	Apply a load at a rate of 500 g/25 mm to the sheet at a 90 degree direction relative to the base material at 60°C and measure the peeling distance 30 min. later.	
		Cold creep resistance test	Apply a load at a rate of 500 g/25 mm to the sheet at a 90 degree direction relative to the base material at -20°C and measure the peeling distance 30 min. later.	

\* These data are based on our own test results. We do not guarantee those results.

Fortina Performance Data > Interior Film

Decorative Sheet Adhesion Performance Data (Interior Specification)

Evaluation Items		Test items	Test method
1	Weather resistance	Accelerated weathering test	Apply light beam for a certain duration of time with a sunshine carbon arc weather meter.
2	Heat resistance	Heat resistance test (company standard)	Leave the specimen in an oven at a temperature of 60 ± 5°C for 48 hours.
3	Water resistance	Water resistance test (company standard)	Immerse the specimen in room temperature water for 24 hours and then dry it.
4	Humidity resistance	Humidity resistance test (company standard)	Leave the specimen in a tank at a constant temperature and humidity of 40 ± 2°C and 90 ± % RH for 48 hours.
5	Heat cycle resistance	Heat-cold repeating test (based on JAS heat-cold repeating C test)	Put a specimen measuring 150 x 150 mm in an oven at a temperature of 60 ± 3°C, leave it there for two hours, and leave it in a low-temperature tank at - 20 ± 3°C for two hours. Repeat this for two cycles.
6	Chemical resistance	Chemical resistance (company standard)	Apply (a) 2% sodium hydrate, (b) 5% acetate solution, and (c) petroleum benzine to the specimen, leave it for six hours and wipe them off.
		Chlorine resistance test (company standard)	Apply chlorine of 1.0 mg/L, which is the sanitation criterion for a swimming pool, and chlorine of 10.0 mg/L, 10 times higher concentration of the above, to the specimen, leave it for 24 hours, 48 hours, and 72 hours, and wipe it off. However, change chlorine water every six hours considering the decomposition rate of chlorine. • Sanitation criterion of a swimming pool: The residual free chlorine concentration of water in a swimming pool shall be 0.4 mg/L or more. The desired concentration is 1.0 mg/L (according to the notification of the Director-General, Environmental Health Bureau, Ministry of Health and Welfare).
7	Pollution resistance	Pollution resistance test (1)	Apply each detergent (weak alkali, neutral, and weak acid), insecticide, and heating oil to each specimen, leave them for six hours, and wipe them off.
		Pollution resistance test (2)	Draw a 10 mm wide line with a permanent marker and a crayon, leave it for two hours, and wipe it off with a solvent or a detergent.
8	Abrasion resistance	Abrasion resistance test (pattern loss) (based on JAS abrasion C test)	Conduct a test on a 120 x 120 mm specimen with a taber abrasion tester and calculate the rotational value when the loss of pattern reaches 50%.
9	Scratch resistance	Scratch resistance test (company standard)	Pencil hardness test based on JIS K 5400 (load of 500 g)

\* These data are based on our own test results. We do not guarantee those results.



# Terms And Conditions

## QUOTE BY PHONE

1-800-350-4127 (Outside Northern California)  
1-650-593-4127 (Northern California)

## QUOTE/ORDERING BY E-MAIL

MAIL@BNIND.COM (Ready 24 hours a day)

## CUSTOMER SERVICE

Customer service is available 8:00 am to 5:00 pm (PST)  
Mon. – Thurs. and 8:00 am to 12:00 pm on Fri. to answer  
your inquiries regarding products, quotes or orders.

## WARRANTY

We fully support the quality of our product. If there are any  
manufacturing defects within a year of delivery, please  
contact our Customer Service Department by phone or  
e-mail for assistance.

## PRODUCT WARRANTY LIMITATIONS

The Customer is purchasing the fixtures in an "as-is"  
condition, unless otherwise reported to the Company  
pursuant to [the inspection provision in the contract],  
as of the date of delivery and specifically and expressly  
without any warranties, representations or guarantees,  
either expressed or implied, except as set forth below,  
as to its condition, fitness for any particular purpose,  
merchantability, or any other warranty of any kind, nature or  
type whatsoever from or on behalf of the seller.  
The Company hereby warrants to the Customer and its  
successors and assigns that the product supplied to the  
Customer is constructed only for the use and purposes  
contemplated by the Customer set forth in the contract;  
and the Company, immediately prior to the delivery of the  
product had good and lawful right to sell the product, and  
that there is hereby conveyed to the Customer on the date  
of delivery, good title to the product, free and clear of all  
liens, claims, encumbrances and rights of others.

## WEBSITE / PRINTED MATERIALS

The copy has been reviewed to present information as  
accurately as possible. If an error is found in description  
or pricing, or the item has been discontinued, yet not  
updated, B+N reserves the right to correct it at the time it  
was discovered.

## PRODUCT OFFERINGS AND MATERIAL FINISHES ARE SUBJECT TO CHANGE AT ANY TIME.

## ORDER SHIPMENTS ESTIMATES

Orders in stock will ship via ground in 2 – 5 days, unless  
another service level is requested by the customer.

## BACK ORDERS

Unless otherwise noted, back orders will ship when they are  
back in stock at our facility. Your Sales Administrator will  
keep you advised on the status of all back orders.

## BLANKET ORDERS

Blanket orders are subject to a unique set of Terms &  
Conditions defined at the time of order placement.

## MINIMUM ORDER REQUIREMENTS

\$500 threshold must be reached to place an order.

## STORAGE

Storage fees will be assessed after 30 days for all materials  
that were scheduled to ship but were delayed for customer  
related reasons at no fault to B&N Industries. Fees will  
be assessed weekly at \$500 or 5% of the total order,  
whichever is greater. If an order is paid in full, then the  
storage fees must be cleared prior to shipment. If an order  
is partially paid for, then the remaining balance on the  
order plus storage fees must be paid prior to shipment.

## CANCELLATION AND RETURN ITEMS

1. Stock items must be returned within 30 days, in  
re-sellable condition. Return of stock items may incur  
a 25% re-stocking fee. Freight charges on returns are  
the customer's responsibility. A return authorization is  
required for all returns. Items returned without the proper  
authorization will not be accepted. B+N assumes no liability  
for customer returns which arrive damaged due to shipment  
transportation.
2. Non-stock items purchased may not be returned.
3. Prepaid material that remains beyond the 30-day  
original delivery schedule prior to cancellation will also be  
subject to storage fees.

## FREIGHT AND MULTIPLE SHIPMENTS

1. The following will result in additional charges unless  
otherwise stated on your quotation:  
– Shipments to multiple destinations or split shipments to  
the same location.  
– Customer requesting custom packaging (includes  
breakout into multiple packages) and shipped to one  
location.
2. Collect or 3rd Party Billing shipments are the  
responsibility of the freight payer.
3. Freight quotations are subject to re-quote at any time  
prior to the order being placed or at time of shipment if  
shipment is delayed.
4. Customer is responsible to arrange and pay for  
International freight, as quotes are for transportation only.  
Freight quotes provided by B&N do not include the broker,  
customs duties, fees or taxes. That is the responsibility  
of the customer to obtain and pay directly to the source.  
Broker information must be provided prior to shipping.
5. Weights and measurements may change due to changes  
in suppliers and/or packaging.
6. B&N is unable to guarantee delivery times or dates.  
Delivery times and dates are the responsibility of the  
shipping agent.
7. Regarding split shipments: On occasion, an order may  
ship from multiple locations based on availability.

## PRODUCT DISCREPANCIES AND DAMAGES VIA SHIPMENT

1. Customer must inspect items upon delivery for damage  
or discrepancy. Please refer to B&N's Delivery Shipper  
Checklist Info document for terms.

The Delivery Checklist can be found here:

<https://www.BNIND.COM/resources/technical-data>

2. B+N accepts no liability for damage incurred during  
shipping. Any damage found at time of delivery must be  
noted by customer on delivery receipt and signed/initialed  
by driver. Customer is to retain all packaging with damaged  
items for an on-site inspection by carrier.
3. For damage on 3rd party or collect shipments, the  
customer is responsible for filing the claim with the carrier  
for financial reimbursement.
4. If any product arrives in damaged condition, a  
freight claim must be filed with the delivering carrier.  
Retain packing material and note on the Bill of Lading  
"DAMAGED". Our Customer Service Department will assist  
you with any questions regarding filing a freight claim.
5. All claims regarding shortages and freight damages must  
be presented WITHIN 7 DAYS of receiving the shipment.

## PAYMENT METHODS AND TERMS

ACH, Wire, and Company Checks

· Banking information can be provided upon request for  
electronic payment options

Credit Cards (subject to 2.5% processing fee)

· We accept VISA, MASTERCARD, AMERICAN EXPRESS.

1. Payment is due in full prior to shipping of product  
for all PREPAID ACCOUNTS. We do not ship COD. For  
payments made by check or bank transfer, the order will be  
processed upon receipt and approval of check or receipt  
of funds.
2. Consideration for establishing terms requires a combined  
order amount of \$1,000,000+.
3. Approved repeat customers may qualify for NET terms  
at B&N's discretion if sufficient volume is reached. A  
credit application must be completed with the necessary  
references. Please allow 2-3 weeks for processing. All  
custom orders outside of a standard project scope will  
continue to require a 50% deposit.

## SALES TAX

Due to the Wayfair vs South Dakota ruling all orders  
are subject to sales tax in the state that the material is  
delivered to unless a valid resale certificate is provided.  
Due to uncertain Economic Nexus requirements sales  
tax can be added to any order after a quote has been  
provided.

1. Taxable orders paid for by the customer and will-called  
at our California facility are taxed at the current rate for San  
Mateo County.

## PROTOTYPES, DRAWINGS, TOOLING, AND FIXTURES

1. Drawings provided by B+N are the exclusive property of  
B+N Industries, Inc.
2. Prototypes made from drawings that are not detailed  
and approved by B+N Industries, Inc., or have been  
supplied via verbal instruction from the customer, are  
subject to the interpretation of B+N Industries, Inc.
3. Tooling dies and fixtures made and used exclusively for  
a job or customer, remain the property of B+N Industries,  
Inc., unless otherwise established.

## PHOTOGRAPHY OF COMPLETED PROJECTS

B+N Industries, Inc. reserves the right to photograph a  
completed project that has utilized our product offerings  
and retains the rights to use the photographs in advertising,  
on our website, public relations and all marketing materials.

## FORTINA SPECIFIC ORDERS WARRANTY

### WARRANTY

We support the quality of the Fortina product for 10  
years. For more information, please visit our Warranty  
section.

## CANCELLATION AND RETURN ITEMS

Fortina is considered a custom made to order line,  
therefore, may not be returned.

If an order is canceled which is in production the  
customer is liable for paying for all products ordered.

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**B+N Industries**

**Main Offices:**

**15 Guittard Road**

**Burlingame, California 94010**

**1.800.350.4127**

**www.BNIND.COM**

**New York Showroom and Offices:**

**(By Appointment Only)**

**420 West 14th Street**

**New York, New York 10014**

**212.255.4110**

**Houston Showroom and Offices:**

**(By Appointment Only)**

**1800 Bering Drive, Suite 500**

**Houston, Texas 77057**

**713.430.9100**

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# City of Broken Arrow

## Request for Action

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**File #: 25-644, Version: 1**

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### Broken Arrow Planning Commission

**05-08-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Election of a Chairperson for the Planning Commission for 2025-2026

**Background:**

Pursuant to the Planning Commission bylaws, the Commission selects a Chairperson and a Vice-Chairperson annually. The Chairman will ask for nominations and the members of the Commission will respond.

If only one person is nominated, a motion will be made to appoint the person nominated to serve as Chairperson. If more than one nomination is made for either position, each nomination will be voted on and a motion will then be made to appoint the person nominated.

Article 4 of the bylaws provides the authority and responsibility of the Commission regarding officer election.

#### ARTICLE IV - SELECTION OF OFFICERS

4-1) Officers of the Commission shall consist of a Chair, Vice-Chair and Secretary. The Chair and Vice-Chair shall be elected by the membership.

The Secretary shall serve at the request of the Commission. See Broken Arrow Code Section 2-118. The Secretary, who shall be appointed by the Commission, shall be a staff member employed by the City of Broken Arrow.

4-2) Nominations of officers shall be made from the floor at the first regular meeting each May. Election of officers shall follow immediately. A candidate receiving a majority vote of those members present shall be declared elected. See Broken Arrow Code 2-118.

4-3) The term of office shall be for one (1) year or until a successor takes office.

4-4) Any vacancies in office shall be filled for the unexpired term in the same manner as the officers are originally chosen.

**Attachments:** None

**Recommendation:**

Elect a Chairperson in accordance with the Planning Commission bylaws.

**Reviewed By:** Amanda Yamaguchi

**Approved By:** Rocky Henkel



# City of Broken Arrow

## Request for Action

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**File #: 25-645, Version: 1**

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### Broken Arrow Planning Commission

**05-08-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Election of a Vice-Chairperson for the Planning Commission for 2025-2026

**Background:**

Pursuant to the Planning Commission bylaws, the Commission selects a Chairperson and a Vice-Chairperson annually. The Chairman will ask for nominations and the members of the Commission will respond.

If only one person is nominated, a motion will be made to appoint the person nominated to serve as Vice-Chairperson. If more than one nomination is made for either position, each nomination will be voted on and a motion will then be made to appoint the person nominated.

Article 4 of the bylaws provides the authority and responsibility of the Commission regarding officer election.

#### ARTICLE IV - SELECTION OF OFFICERS

4-1) Officers of the Commission shall consist of a Chair, Vice-Chair and Secretary. The Chair and Vice-Chair shall be elected by the membership.

The Secretary shall serve at the request of the Commission. See Broken Arrow Code Section 2-118. The Secretary, who shall be appointed by the Commission, shall be a staff member employed by the City of Broken Arrow.

4-2) Nominations of officers shall be made from the floor at the first regular meeting each May. Election of officers shall follow immediately. A candidate receiving a majority vote of those members present shall be declared elected. See Broken Arrow Code 2-118.

4-3) The term of office shall be for one (1) year or until a successor takes office.

4-4) Any vacancies in office shall be filled for the unexpired term in the same manner as the officers are originally chosen.

**Attachments:** None

**Recommendation:**

Elect a Vice-Chairperson in accordance with the Planning Commission bylaws.

**Reviewed By:** Amanda Yamaguchi

**Approved By:** Rocky Henkel