

OWNER:
OAKTRUST DEVELOPMENT, LLC
9640 SO. 67TH E. AVE
TULSA, OKLA. 74133
PHONE: 918-550-9176
CONTACT: Brian Daniel
Email: brian@sedevelopmentgroup.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 MUZIKA, PLS Ok#1603
EMAIL: rmuzika@geodeca.com
CA #5524 exp 6/30/2024

- NOTES:
1. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED BY FEE-IN-PLACE OF DETENTION DETERMINATION #DD-XXXX-XX
 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 34, T18N, R14E, I.B.M. BEING 50°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 "CA6202" OR WITNESS CAPS
 6. BENCHMARK:
FND. 5/8" IRON PIN
W/ CSP "6202"
"CA 5524"
N=370194.57, E=2614774.84
(OK SPC N3501)
ELEVATION: 689.52 NAVD88
 7. PUD 001405-2024, Approved xxxxxxx
 8. Oil Wells shown per Okla. Corp. Commission Latitude and Longitude (not found in the field). Oil Wells are to be in compliance with State and local regulations.

FEMA Special Flood Hazard Area ZONE "X"
FIRM Panel #40143C0452L 10/16/2012
FIRM Panel #40143C0456M 9/30/2016

P02: Please add subdivision statistics showing the total acreage and number of lots.

E01
Complete the DD number when assigned.

P01: Please include approved date (if approved)

P03: Please include a LNA along South Aspen Avenue, and show both existing street cuts as AO.

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

Mayor

Attest: City Clerk

CONDITIONAL FINAL PLAT

ASPEN RIDGE BUSINESS PARK NORTH

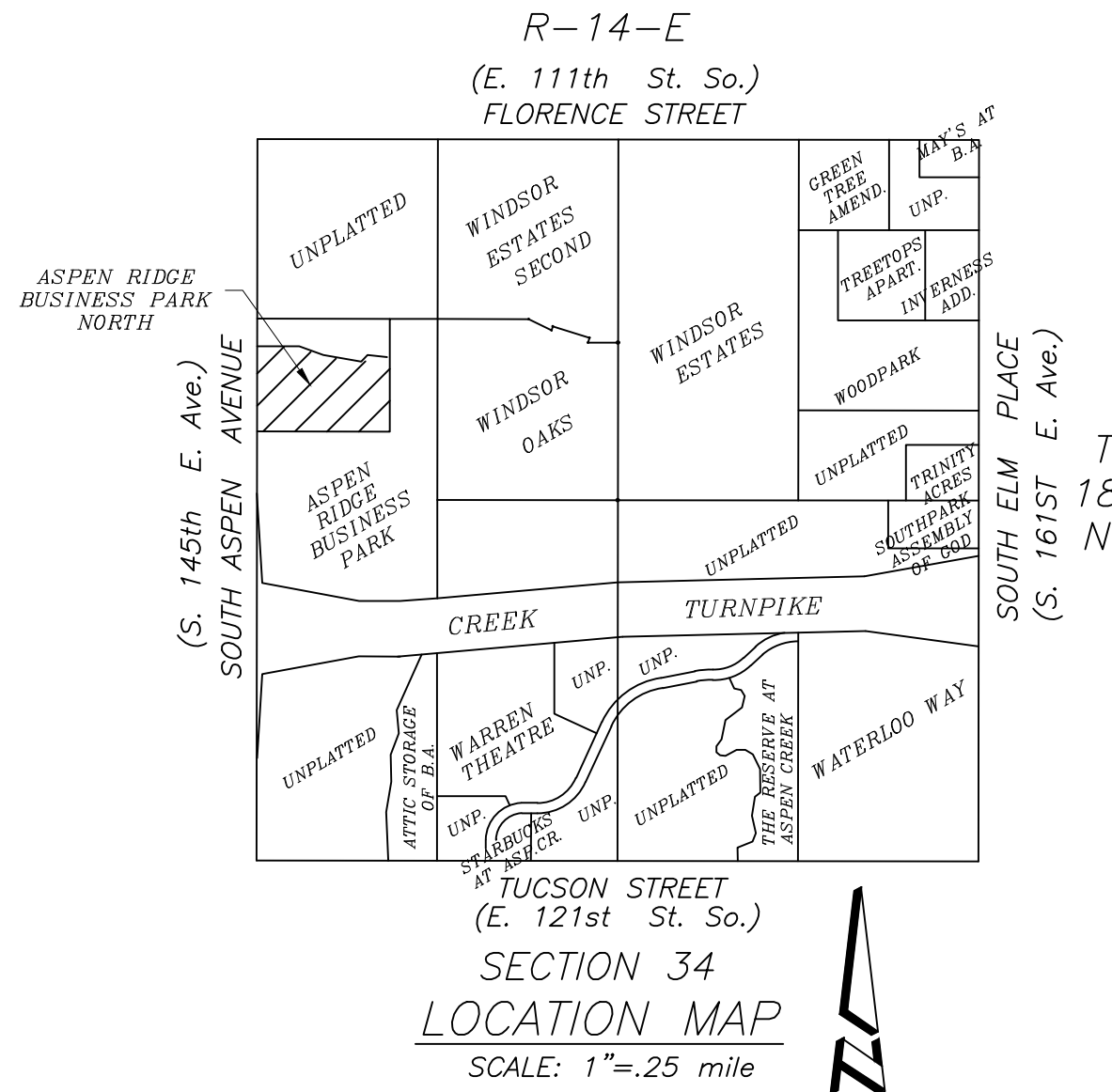
AN ADDITION TO THE CITY OF BROKEN ARROW, BEING A REPLAT OF LOT 1 OF BLOCK 1 "CORE CHURCH AT ASPEN CREEK" TOGETHER WITH A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, T18N, R14E, INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

NW CORNER
SW/4 NW/4 SEC.
34, T-18N, R-14E
SET 5/8"
I.P.W/CAP
"CA5524"

E02
Label the reserve and include the Reserve letter in the following note will need to be added to the face of the plat "The streets in Reserve " 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"

CORE CHURCH
AT ASPEN
CREEK

ASPEN RIDGE
BUSINESS PARK



LEGEND

AC	ACREAGE
A.O.	ACCESS OPENING
BK	BOOK
B.L.	BUILDING LINE
CA	CENTRAL ANGLE
ChB	CHORD BEARING
ChL	CHORD LENGTH
D.E.	DRAINAGE EASEMENT
EASE	EASEMENT
ELEV	ELEVATION
FD	FOUND
F.F.	FINISH FLOOR
I.P.	IRON PIN (REBAR)
L	CURVE LENGTH
L.N.A.	LIMITS OF NO ACCESS
M.A.E.	MUTUAL ACCESS EASEMENT
NW/4	NORTHWEST QUARTER
O.D.E.	OVERLAND DRAINAGE EASE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PG	PAGE
R	RADIUS
R.O.W.	RIGHT OF WAY
S.P.C.	STATE PLANE COORDINATE
SW	SOUTHWEST
U.E.	UTILITY EASEMENT
(B# P#)	(Book# Page#)
5601	ADDRESS

CONDITIONAL 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"
TOGETHER WITH A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, T18N, R14E,
INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
ASPEN RIDGE BUSINESS PARK
PUD-324B

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', an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS, AND UTILITIES.

1. 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.

2. 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:

- a. 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 right-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.
- b. 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.
- c. 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 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.
- d. The owner of ASPEN RIDGE BUSINESS 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 will pay for damage or relocation so such facilities caused or necessitated by acts of such owner of his agents or contractors.
- e. 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.
- f. 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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. All private storm sewer is the responsibility of the lot owner.

- f. 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" and connecting each lot 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, except existing drives currently in use.

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.

1. 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.
2. 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 _____ has executed this instrument on this _____ day of _____, 2024.

S3 BA NORTH, LLC
an Oklahoma Limited Liability Company

By: _____
Managing Member

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

This instrument was acknowledged before me on this _____ day of _____, 2024, by _____ for Oaktrust Development, L.L.C.

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" 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 _____ Day of _____, 2024

Russell M. Muzika
Professional Land Surveyor Okla. #1603
GEODECA LLC CA #5524
Renewal June 30, 2024

State of Oklahoma)
County of Tulsa) SS.

This instrument was acknowledged before me on

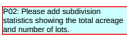
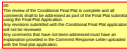
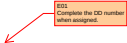
This ____ Day of _____, 2024.

By Russell M. Muzika
GEODECA LLC, An Oklahoma Corporation

NOTARY PUBLIC _____

COMMISSION NO. / EXPIRATION DATE

Checklist_Markup Summary

Architect (3)		
	Subject: Architect Page Label: [1] PG1 Author: Henry	P01: Please include approved date (if approved)
	Subject: Architect Page Label: [1] PG1 Author: Henry	P02: Please add subdivision statistics showing the total acreage and number of lots.
	Subject: Architect Page Label: [1] PG1 Author: Henry	P03: Please include a LNA along South Aspen Avenue, and show both existing street cuts as AO.
CFP Review (1)		
	Subject: CFP Review Page Label: [1] PG1 Author: ADMIN	00 The review of the Conditional Final Plat is complete and all comments shall to be addressed as part of the Final Plat submittal using the Final Plat Application. Any revisions submitted with the Conditional Final Plat application will not be reviewed. Any comments that have not been addressed must have an explanation provided in the Comment Response Letter uploaded with the final plat application.
Jason Comments (2)		
	Subject: Jason Comments Page Label: [1] PG1 Author: jdickeson	E01 Complete the DD number when assigned.
	Subject: Jason Comments Page Label: [1] PG1 Author: jdickeson	E02 Label the reserve and include the Reserve letter in the following note will need to be added to the face of the plat "The streets in Reserve " _ " 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"
(268)		
	Subject: Page Label: [1] PG1 Author: AutoCAD SHX Text	West Line of the Northwest Quarter
	Subject: Page Label: [1] PG1 Author: AutoCAD SHX Text	(S00°05'22"W OKLA. SPC NORTH GRID BEARING)