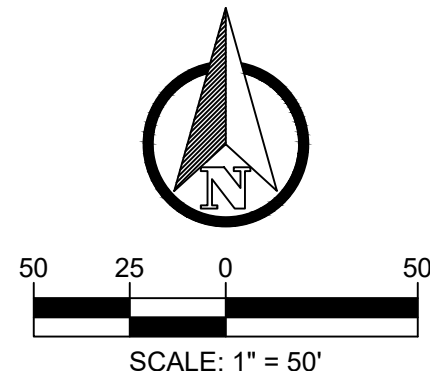
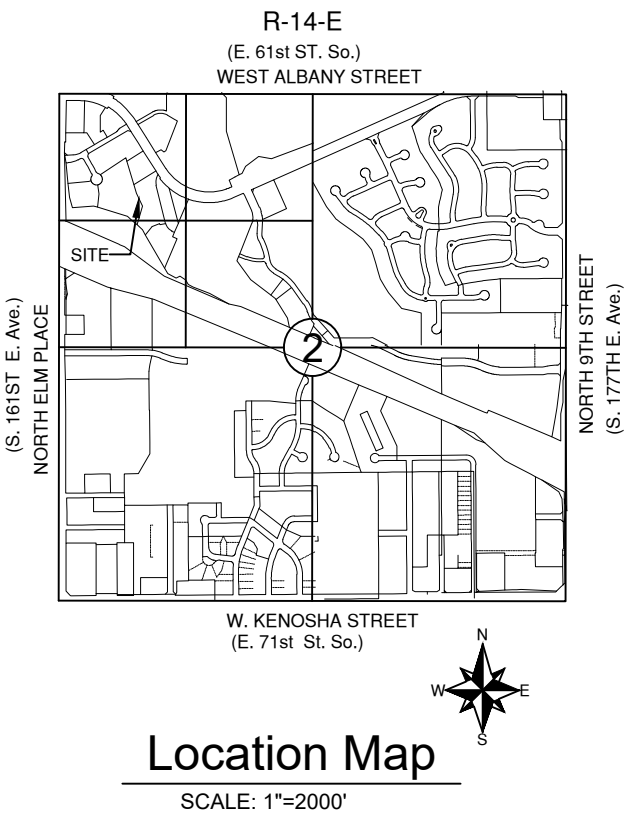


PLAT NO.

FINAL PLAT  
HOME 2 SUITES  
A SUBDIVISION IN THE CITY OF BROKEN ARROW  
TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 2, T-18-N, R-14-E OF THE INDIAN MERIDIAN,  
TULSA COUNTY, STATE OF OKLAHOMA  
PUD #156



LEGAL DESCRIPTION

BEING A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, RUNT'S BAR-B-QUE AT STONE WOOD HILLS RECORDED IN PLAT NO. 6053, TULSA COUNTY, STATE OF OKLAHOMA SAID CORNER BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST ALBANY STREET;  
THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 33°08'04" EAST A DISTANCE OF 34.48 FEET;  
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 00°32'02", AND A CHORD BEARING AND DISTANCE OF SOUTH 33°24'05" EAST 5.87 FEET FOR AN ARC DISTANCE OF 5.87 FEET THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BASS PRO DRIVE;  
THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 46°18'08", AND A CHORD BEARING AND DISTANCE OF SOUTH 08°27'52" WEST 117.95 FEET FOR AN ARC DISTANCE OF 121.22 FEET;  
THENCE CONTINUING ALONG SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 14°41'12" EAST A DISTANCE OF 409.56 FEET;  
THENCE SOUTH 77°53'05" WEST A DISTANCE OF 56.10 FEET;  
THENCE NORTH 23°32'03" WEST A DISTANCE OF 12.44 FEET;  
THENCE SOUTH 66°27'51" WEST A DISTANCE OF 82.82 FEET;  
THENCE SOUTH 39°18'57" WEST A DISTANCE OF 128.04 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE BROKEN ARROW EXPRESSWAY;  
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 33°02'43" WEST A DISTANCE OF 44.43 FEET;  
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 47°17'42" WEST A DISTANCE OF 91.76 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, HOLIDAY HILLS EXPRESS HOTEL & SUITES AT THE VILLAGE AT STONE WOOD HILLS, RECORDED IN PLAT NO. 5965, TULSA COUNTY, STATE OF OKLAHOMA;  
THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, BLOCK 1, HOLIDAY INN EXPRESS, NORTH 17°04'15" EAST A DISTANCE OF 206.13 FEET;  
THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 25°13'16" WEST A DISTANCE OF 147.68 FEET;  
THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 16°37'15" WEST A DISTANCE OF 102.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, RUNT'S BAR-B-QUE AT THE VILLAGE AT STONE WOOD HILLS;  
THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 1, RUNT'S BAR-B-QUE, NORTH 56°51'49" EAST A DISTANCE OF 276.57 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 127,270 SQUARE FEET OR 2.92 ACRES, MORE OR LESS.

STATISTICS

SUBDIVISION CONTAINS  
1 LOT IN 1 BLOCK  
127,270 SQUARE FEET OR 2.92 ACRES

ADS BENCHMARK

3" ALUMINUM CAP-FLUSH-SET IN  
CONCRETE-STAMPED  
Northing: 397307.683  
Easting: 2619804.817  
Elevation 815.125  
NAVD (1988)

BASIS OF BEARINGS

NORTH LINE OF LOT 16, BLOCK 5, EAST  
LYNN ADDITION, BEING N89°08'12"E, GRID  
NORTH AS ESTABLISHED BY NORTH  
STATE PLANE DATUM NAD83(2011), SAID  
NORTH LINE BEING THE CONTROLLING  
CORNERS OF THIS SURVEY.

FLOOD CERTIFICATION

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA AND INCORPORATED AREAS, MAP NO. 40143C0385M, MAP EFFECTIVE: SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE X WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

BA PROJECT # PR-000155-2023

HOME 2 SUITES

FINAL PLAT - NOVEMBER 6, 2023

Sheet 1 of 2

LEGEND

ACC. = LIMITS OF ACCESS  
LNA = LIMITS OF NO ACCESS  
MAE = MUTUAL ACCESS EASEMENT  
SS = SANITARY SEWER EASEMENT  
U/E = UTILITY EASEMENT  
B/L = BUILDING SETBACK LINE  
R.O.W. = RIGHT-OF-WAY  
SF = SQUARE FEET  
IP = IRON PIN  
OHE = OVERHEAD ELECTRIC  
FO = FIBER OPTICS  
TMH = FIBER OPTIC MANHOLE

OWNER / DEVELOPER

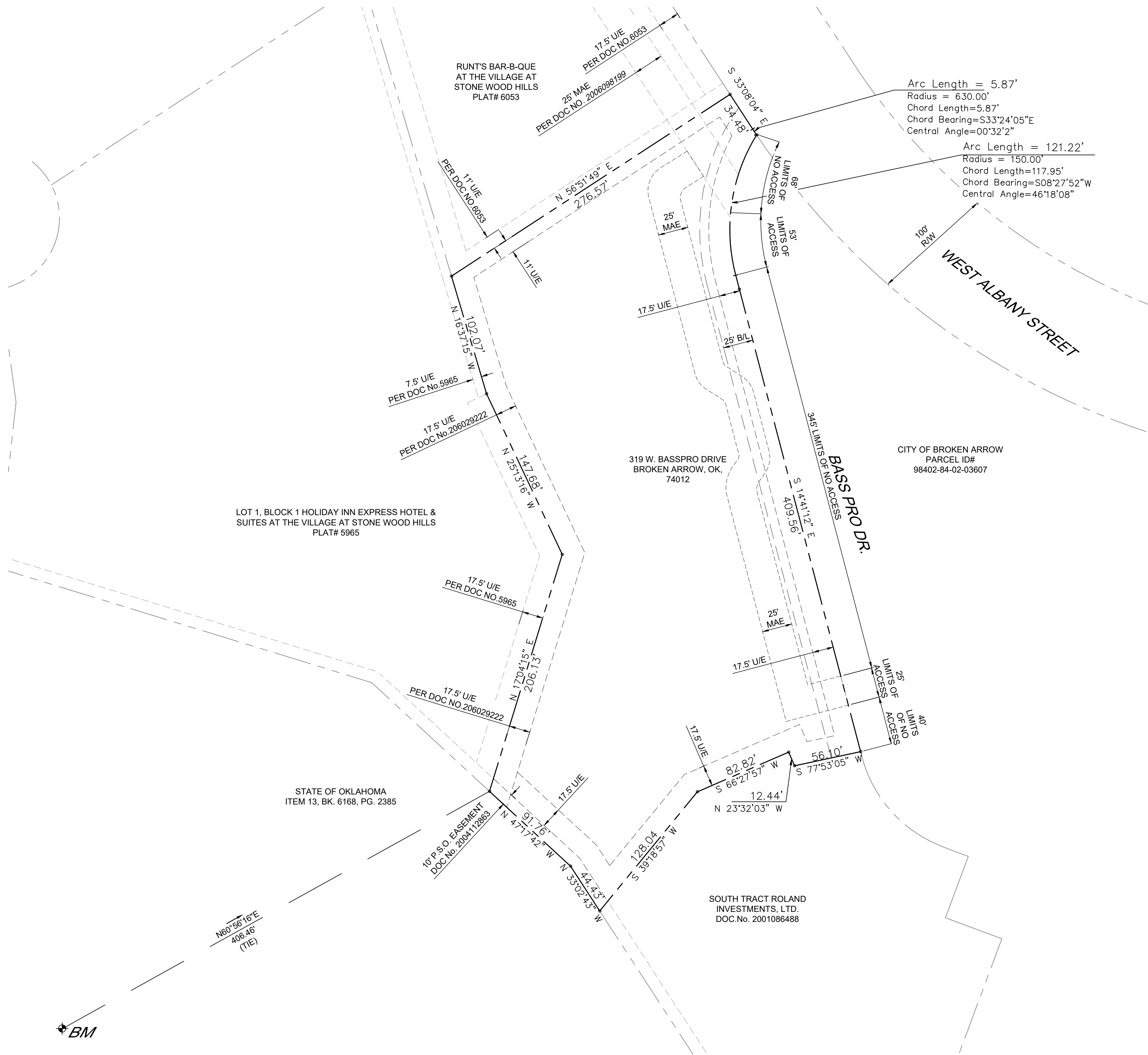
ANISH HOTELS GROUP  
4013 S NOGAL AVE.  
BROKEN ARROW, OK 74101  
ANDY PATEL  
PH (918) 232-7968  
E-mail: patelandy@cox.net

SURVEYOR

TROUT LAND SURVEYING, LLC  
807 N. BIRCH ST.  
JENKS, OKLAHOMA 74037  
PH (918) 734-3423  
E-mail: dane@troutsurveying.com  
CA No. 7312 Renewal: June 30, 2025

ENGINEER

ROUTE 66 ENGINEERING, LLC  
28 NORTH WATER STREET  
SAPULPA, OK 74066  
PH (918) 248-1129  
E-mail: bcx@66eng.com  
CA No. 8853 Renewal: June 30, 2025



PLAT NO.

# FINAL PLAT

# HOME 2 SUITES

## A SUBDIVISION IN THE CITY OF BROKEN ARROW

### DEED OF DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:  
THAT ANISH HOTELS GROUP IS THE OWNER OF THE FOLLOWING DESCRIBED  
LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

BEING A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 46°18'08", AND A CHORD BEARING AND DISTANCE OF SOUTH 08°27'52" WEST 117.95 FEET FOR AN ARC DISTANCE OF 121.22 FEET;

THENCE CONTINUING ALONG SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 14°41'12" EAST A DISTANCE OF 409.56 FEET;

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THENCE NORTH 23°32'03" WEST A DISTANCE OF 12.44 FEET;

THENCE SOUTH 66°27'57" WEST A DISTANCE OF 82.82 FEET;

THENCE SOUTH 39°18'57" WEST A DISTANCE OF 128.04 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE BROKEN ARROW EXPRESSWAY;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 33°02'43" WEST A DISTANCE OF 44.43 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 47°17'42" WEST A DISTANCE OF 91.76 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, HOLIDAY HILLS EXPRESS HOTEL & SUITES AT THE VILLAGE AT STONE WOOD HILLS,

RECORDED IN PLAT NO. 5965, TULSA COUNTY, STATE OF OKLAHOMA;

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THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 25°13'16" WEST A DISTANCE OF 147.68 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 16°37'15" WEST A DISTANCE OF 102.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, RUNT'S BAR-B-QUE AT THE VILLAGE AT STONE WOOD HILLS;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 1, RUNT'S BAR-B-QUE, NORTH 56°51'49" EAST A DISTANCE OF 276.57 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 127,270 SQUARE FEET OR 2.92 ACRES, MORE OR LESS.

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

#### A. GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM AND SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SANITARY SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, REPAIRING, MAINTENANCE, OPERATION, LAYING, REPAIRING, 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 AND TO AREAS OUTSIDE OF THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OR SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE STATED USES AND PURPOSES OF THE UTILITY EASEMENTS 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 AS AFORESAID.

#### B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG THE PERIMETER OF THE SUBDIVISION, ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES INCLUDING ELECTRIC TELEPHONE CABLE TELEVISION AND CABLE TELEVISION SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES MAY BE LOCATED WITHIN THE SUBDIVISION MAYBE RUN FROM THE NEAREST SERVICE PEDESTAL TRANSFORMER OR GAS MADE TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE THE SUPPLIER OF THE SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE PERMANENT EFFECTIVE AND NONEXCLUSIVE EASEMENT ON THE LOT COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE SERVICE PEDESTAL TRANSFORMER FOR GAS MAIN TO THE SURFACE ENTRY OF THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC TELEPHONE CABLE TELEVISION AND GAS SERVICES THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING MAINTAINING REMOVING OR REPLACING ANY PORTION OF THE ELECTRIC TELEPHONE CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

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

5. BEFORE GOING COVENANT SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC TELEPHONE CABLE TELEVISION OR GAS SERVICE IN THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

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

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT. ALL ON SITE STORM SEWER SHALL BE CONSIDERED PRIVATE AND IS THE RESPONSIBILITY OF THE OWNER TO MAINTAIN.

2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT RESTRICTED WATER LINE SANITARY SEWER AND STORM SEWER EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN SANITARY SEWER MAIN OR STORM SURE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD IN THE JUDGMENT OF THE CITY OF BROKEN ARROW INTERFERE WITH THE PUBLIC WATER MAINS SANITARY SEWER MAINS OR STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW OR ITS SUCCESSOR SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE AT PUBLIC WATER MAINS SANITARY SEWER MAINS AND STORM SEWERS BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW OR A SUCCESSOR SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITIES MISS DEPICTED ON THEIR COMPANY 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.

5. THE FOREGOING COVENANT SET FORTH IN THIS PARAGRAPH D. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

#### E. SURFACE DRAINAGE

LOT 1 SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOT 1 AND DRAINAGE AREAS OF HIGHER ELEVATION. 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 HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER.

#### F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

#### 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.

#### H. MUTUAL ACCESS EASEMENT

THE MUTUAL ACCESS EASEMENT SHALL BE LIMITED TO VEHICLES AND PEDESTRIAN INGRESS AND EGRESS OVER AND ACROSS MUTUAL ACCESS AREA AS DEPICTED ON THIS PLAT. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE AND MAINTENANCE OF THE PAVEMENT WITHIN THE MUTUAL ACCESS AREA.

### SECTION II. PLANNED UNIT DEVELOPMENT NO.156 PROVISIONS AND STANDARDS (PUD #156)

WHEREAS, "HOME 2 SUITES" IS A PART OF DEVELOPMENT AREA "D" OF PLANNED UNIT DEVELOPMENT NO. 156, AS PROVIDED WITHIN SECTION 6.4 OF THE ZONING ORDINANCE NO. 2931, APPROVED BY BROKEN ARROW PLANNING COMMISSION MAY 9TH, 2013 AND APPROVED BY BROKEN ARROW CITY COUNCIL JUNE 3RD, 2013; 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, 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; 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:

"HOME 2 SUITES" SHALL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE CH (COMMERCIAL HEAVY) DISTRICT, EXCEPT AS NOTED HEREIN.

COMPREHENSIVE PLAN : L.U.I.S. LEVEL 6 - REGIONAL EMPLOYMENT/COMMERCIAL, OF THE B.A. FUTURE DEVELOPMENT GUIDE MAP

A. MAXIMUM BUILDING HEIGHT:  
NO LIMITATIONS

B. MINIMUM BUILDING SETBACK:  
WITHIN A LOT FRONTING A PUBLIC STREET OR EXPRESSWAY RIGHT OF WAY AND WITHIN WHICH LOT, PARKING OR DRIVES ARE LOCATED IN FRONT OF A BUILDING, AND LANDSCAPING, IS LESS THAN 25 FEET EXTENDING ALONG THE RIGHT OF WAY, THE MINIMUM BUILDING SETBACK FROM THE RIGHT-OF-WAY IS FIFTY FEET.  
WITHIN A LOT FRONTING A PUBLIC STREET OR EXPRESSWAY RIGHT OF WAY AND WITHIN WHICH LOT, 25 FEET OF LANDSCAPED AREA IS PROVIDED EXTENDING ALONG THE RIGHT OF WAY, THE MINIMUM BUILDING SETBACK FROM SUCH RIGHT OF WAY IS 25 FEET.  
FROM THE EAST AND WEST EXTERIOR BOUNDARIES OF THE PLANNED UNIT DEVELOPMENT, THE MINIMUM BUILDING SETBACK IS 50 FEET.  
FROM INTERIOR LOT BOUNDARIES, THE MINIMUM BUILDING SETBACK IS 0 FEET, PROVIDED THAT BUILDING CODE REQUIREMENTS ARE MET.

C. MINIMUM LANDSCAPING:  
OFFICE BUILDING 10% OF NET LOT AREA  
COMMERCIAL BUILDING 10% OF NET LOT AREA  
MIXED USE COMM/OFF 10% OF NET LOT AREA

D. MINIMUM OFF-STREET PARKING:  
AS REQUIRED FOR THE APPLICABLE USE, MAY BE MODIFIED BY PUD MINOR AMENDMENT

F. LANDSCAPING AND SCREENING:  
LANDSCAPING SHALL MEET THE REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE (THE "ZONING ORDINANCE") EXCEPT AS HEREINAFTER MODIFIED. IN ADDITION TO THE REQUIREMENTS OF THE ZONING CODE, THE FOLLOWING LANDSCAPING STANDARDS ARE APPLICABLE:

1. NOT LESS THAN ONE TREE SHALL BE PLANTED FOR EACH 40 LINEAL FEET OF EACH PUBLIC STREET AND FOR EACH 40 LINEAL FEET OF EACH HIGHWAY FRONTAGE.

2. REQUIRED TREES SHALL BE LARGE TO MEDIUM TREES AS DEFINED BY SECTION 5.2 OF THE ZONING ORDINANCE, EXCEPT WHERE THERE ARE CONFLICTS WITH OVERHEAD UTILITY LINES, SMALL TREES AS DEFINED BY SECTION 5.2 MAY BE USED.

3. LANDSCAPED AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM AND MAINTAINED, INCLUDING REPLACEMENT OF FAILED LANDSCAPE MATERIALS, AS SET FORTH WITHIN SECTION 5.2.C.4 OF THE ZONING ORDINANCE.

4. LANDSCAPE ISLANDS SHALL BE PROVIDED AS DEPICTED ON THE CONCEPTUAL SITE PLAN FOR LOTS CONTAINING MORE THAN 2.5 ACRES. AS DEPICTED ON THE CONCEPTUAL SITE PLAN: SOME PARKING SPACES MAY BE MORE THAN 75 FEET FROM A LANDSCAPE AREA.

#### G. LIGHTING:

EXTERIOR LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 5.6 OF THE ZONING ORDINANCE, EXCEPT AS HEREIN MODIFIED.  
WITHIN 100 FEET OF THE RIGHT-OF-WAY OF TUCSON STREET AND THE CREEK TURNPIKE, THE HEIGHT OF LIGHT POLES SHALL BE LIMITED TO 16 FEET.

#### H. ACCESS AND CIRCULATION

THE PRINCIPAL ACCESS IS TO BE DERIVED FROM WEST TUCSON STREET WITH CONNECTION TO AN INTERIOR PUBLIC AND OR PRIVATE STREET SYSTEM, AND MUTUAL ACCESS EASEMENTS TO PROVIDE INTERIOR CONNECTIVITY WHERE APPROPRIATE, PROVIDED

HOWEVER, EXTENSION OF ACCESS TO THE WEST BOUNDARY OF THE PUD SHALL NOT BE REQUIRED. NEW PUBLIC STREET CONSTRUCTION SHALL COMPLY WITH THE APPLICABLE GEOMETRIC STREET STANDARDS OF THE CITY. ACCESS POINTS SHALL BE SPACED IN ACCORDANCE WITH THE ZONING ORDINANCE. AS SET FORTH WITHIN SECTION 5.3 OF THE ZONING ORDINANCE, ACCESS POINTS TO THE INTERIOR COLLECTOR STREET SHALL BE SPACED 150 FEET APART, CENTERLINE TO CENTERLINE, AND SHALL ALIGN WITH ACCESS POINTS ON THE OPPOSITE SIDE OF THE STREET OR SHALL BE SPACED 150 FEET APART, CENTERLINE TO CENTERLINE FROM THE ACCESS POINTS ON THE OPPOSITE SIDE OF THE STREET. INBOUND LANES FROM TUCSON STREET SHALL BE 20 FEET IN WIDTH FOR A DISTANCE OF 125 FEET EXTENDING FROM THE RIGHT-OF-WAY OF TUCSON STREET. SIDEWALKS, NOT LESS THAN 5 FEET IN WIDTH, SHALL BE CONSTRUCTED ALONG THE PERIMETER AND INTERIOR STREETS OF THE PUD, BY THE DEVELOPER IN ACCORDANCE WITH THE CITY SUBDIVISION REGULATIONS.

#### I. SIGNS

SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 5.7 OF THE ZONING ORDINANCE, EXCEPT AS HEREIN MODIFIED:

1. INTEGRATED DEVELOPMENT SIGNS IDENTIFYING THE DEVELOPMENT AND/OR A TENANT OR TENANTS ARE PERMITTED AND SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 5.7.D (INTEGRATED DEVELOPMENT IDENTIFICATION), PROVIDED HOWEVER, THE NUMBER OF

INTEGRATED DEVELOPMENT SIGNS SHALL NOT EXCEED FOUR IN NUMBER. AN INTEGRATED DEVELOPMENT SIGN AS GRAPHICALLY DEPICTED AS "TYPE A" WITHIN THE CONCEPTUAL SITE PLAN (EXHIBIT A) IS PERMITTED, BUT SHALL NOT EXCEED 50 FEET IN HEIGHT NOR EXCEED 612 SQUARE FEET OF DISPLAY SURFACE AREA.

2. IN ADDITION TO THE PERMITTED TYPE A SIGNS, ONE FREE STANDING SIGN AS GRAPHICALLY DEPICTED AS "TYPE W" WITHIN THE CONCEPTUAL SITE PLAN (EXHIBIT A) IS PERMITTED. THE TYPE W SIGN SHALL BE LIMITED TO IDENTIFYING THE WARREN THEATER AND MAY INCLUDE CHANGEABLE IDENTIFICATION OF CURRENT MOVIES BUT SHALL NOT EXCEED 26 FEET IN HEIGHT NOR EXCEED 250 SQUARE FEET OF DISPLAY SURFACE AREA.

3. IN ADDITION TO THE PERMITTED TYPE A AND TYPE W SIGNS, A FREE STANDING SIGN AS GRAPHICALLY DEPICTED AS "TYPE B" WITHIN THE CONCEPTUAL SITE PLAN (EXHIBIT A) IS PERMITTED WITHIN EACH LOT. THE TYPE B SIGN SHALL BE LIMITED TO IDENTIFYING AN INDIVIDUAL TENANT WITHIN THE LOT AND SHALL NOT EXCEED 18 FEET IN HEIGHT NOR 165 SQUARE FEET OF DISPLACE SURFACE AREA.

4. WALL OR CANOPY SIGNS ARE PERMITTED BUT SHALL NOT EXCEED 3 SQUARE FEET OF DISPLAY SURFACE AREA PER LINEAL FOOT OF THE BUILDING WALL OR CANOPY TO WHICH AFFIXED.

5. FREESTANDING SIGNS WITHIN THE PUD ARE PERMITTED, NOTWITHSTANDING THE EXISTENCE OF OFF-PREMISE ADVERTISING SIGNS LOCATED WITHIN 1500 FEET THE PUD BOUNDARIES.

6. A SEPARATE SPECIFIC USE PERMIT FOR INTEGRATED DEVELOPMENT IDENTIFICATION, AS ABOVE SET FORTH SHALL NOT BE REQUIRED.

7. SIGNS SHALL NOT BE LOCATED WITHIN A UTILITY EASEMENT.

#### J. UTILITIES

UTILITIES ARE AT THE SITE OR ACCESSIBLE BY CUSTOMARY EXTENSION. THE DRAINAGE SYSTEM WILL BE DESIGNED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW STANDARD SPECIFICATIONS AND WILL DISCHARGE TO EITHER TUCSON STREET OR ASPEN CREEK DRIVE RIGHTS OF WAY, IN AN APPROVED STORM SEWER.

#### K. PARCELIZATION

AFTER INITIAL PLATTING, DIVISION OF PLATTED LOTS OR LOT COMBINATIONS MAY OCCUR BY APPROVED LOT SPLIT AND/OR LOT COMBINATION APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION.

#### L. SITE PLAN REVIEW

DEVELOPMENT AREAS MAY BE DEVELOPED IN PHASES AND NO BUILDING PERMIT SHALL ISSUE UNTIL A DETAILED LANDSCAPING OF THE PROPOSED IMPROVEMENTS HAS BEEN SUBMITTED TO THE CITY AND APPROVED AS BEING IN COMPLIANCE WITH THE DEVELOPMENT CONCEPT AND THE DEVELOPMENT STANDARDS. NO CERTIFICATE OF OCCUPANCY SHALL ISSUE FOR A BUILDING UNTIL THE LANDSCAPING OF THE APPLICABLE PHASE OF DEVELOPMENT HAS BEEN INSTALLED IN ACCORDANCE WITH A LANDSCAPING PLAN AND PHASING SCHEDULE SUBMITTED TO AND APPROVED BY THE CITY.

#### M. PLATTING REQUIREMENT

DEVELOPMENT AREAS MAY BE DEVELOPED IN PHASES, AND NO BUILDING PERMIT SHALL ISSUE UNTIL THE DEVELOPMENT PHASE FOR WHICH A PERMIT IS SOUGHT HAS BEEN INCLUDED WITHIN A SUBDIVISION PLAT SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AND THE CITY COUNCIL AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PLANNED UNIT DEVELOPMENT AND THE CITY SHALL BE A BENEFICIARY THEREOF. NOTHING ABOVE SET FORTH SHALL PRECLUDE THE EXERCISE OF THE AUTHORITY OF THE CITY TO ISSUE A BUILDING PERMIT UPON SITE PLAN APPROVAL, WHICH MAY INCLUDE CONDITIONS SUCH AS A REQUIREMENT THAT THE APPLICABLE PHASE SHALL BE PLATTED PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT.

### SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

#### A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON OWNER ITS SUCCESSORS AND ASSIGNS WITHIN THE PROVISIONS OF SECTION I. (PUBLIC STREETS, EASEMENTS, AND UTILITIES) AND SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND ADDITIONALLY THE COVENANTS WITHIN SECTION 1 WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW. IF OWNER SHALL VIOLATE ANY OF THE COVENANTS HEREIN IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING THE LOT SITUATED WITHIN THE PLAT OR ANY PORTION THEREOF FOR THE CITY TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS TO PREVENT THEM FROM DOING SO OR TO COMPEL COMPLIANCE WITH THE GOVERNMENT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

#### B. DURATION

THESE COVENANTS AND RESTRICTIONS SHALL REMAIN IN FULL FORCE IN EFFECT UNTIL TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

#### C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AND THE CITY OF BROKEN ARROW. ANY SUCH AMENDMENT SHALL BECOME EFFECTIVE WHEN RECORDED IN THE RECORDS OF THE WAGONER COUNTY CLERK.

#### D. SEVERABILITY

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

### CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, ANISH HOTELS GROUP BEING THE OWNER OF THE SUBDIVISION, HEREBY APPROVES THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THIS  
\_\_\_\_\_, DAY OF \_\_\_\_\_, 2023.

BY: \_\_\_\_\_

ANDY PATEL, OWNER

STATE OF OKLAHOMA )

COUNTY OF \_\_\_\_\_)

BEFORE ME, THE UNDERSIGNED, NOTARY OF PUBLIC IS AND FOR SAID COUNTY AND AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 PERSONALLY APPEARED

TO ME ANDY PATEL, OWNER ANISH HOTEL GROUP, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME AS THE MAKER OF THE FOREGOING INSTRUMENT, AS ITS OWNER AND ACKNOWLEDGED TO ME THAT EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

Notary Public \_\_\_\_\_

Commission No. / Expiration Date \_\_\_\_\_

### CERTIFICATE OF SURVEY

I, E. DANE TROUT, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, IS A 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.

AND THAT SAID PLAT DESIGNATED HEREIN AS THE FINAL PLAT OF '80 ADDITION", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

E. DANE TROUT  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1893

STATE OF OKLAHOMA )

COUNTY OF \_\_\_\_\_)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023., PERSONALLY APPEARED E.

DANE TROUT TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

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

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

NOTARY PUBLIC \_\_\_\_\_

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

Mayor \_\_\_\_\_

Attest: City Clerk \_\_\_\_\_

BA PROJECT # PR-000155-2023

HOME 2 SUITES

FINAL PLAT - NOVEMBER 6, 2023

Sheet 1 of 2