

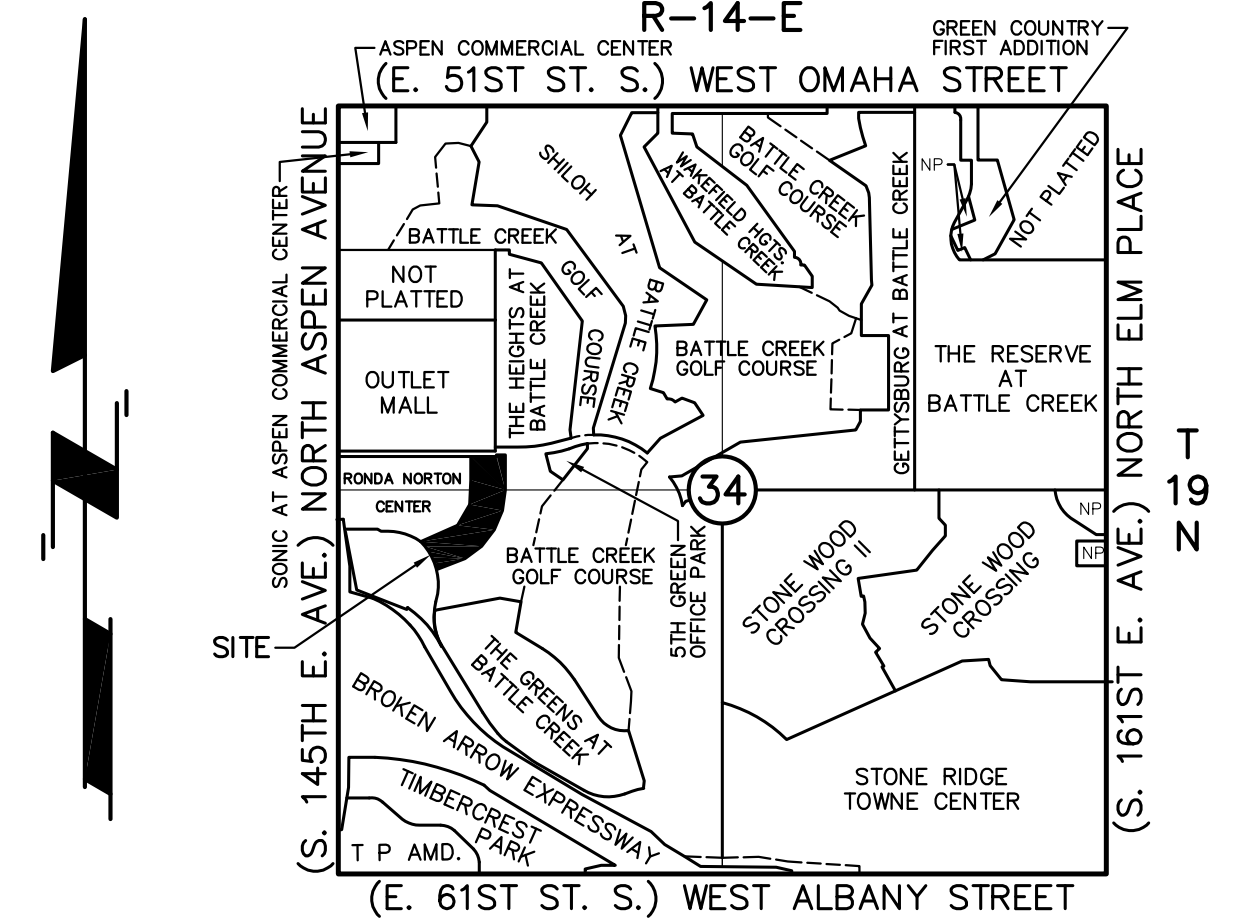
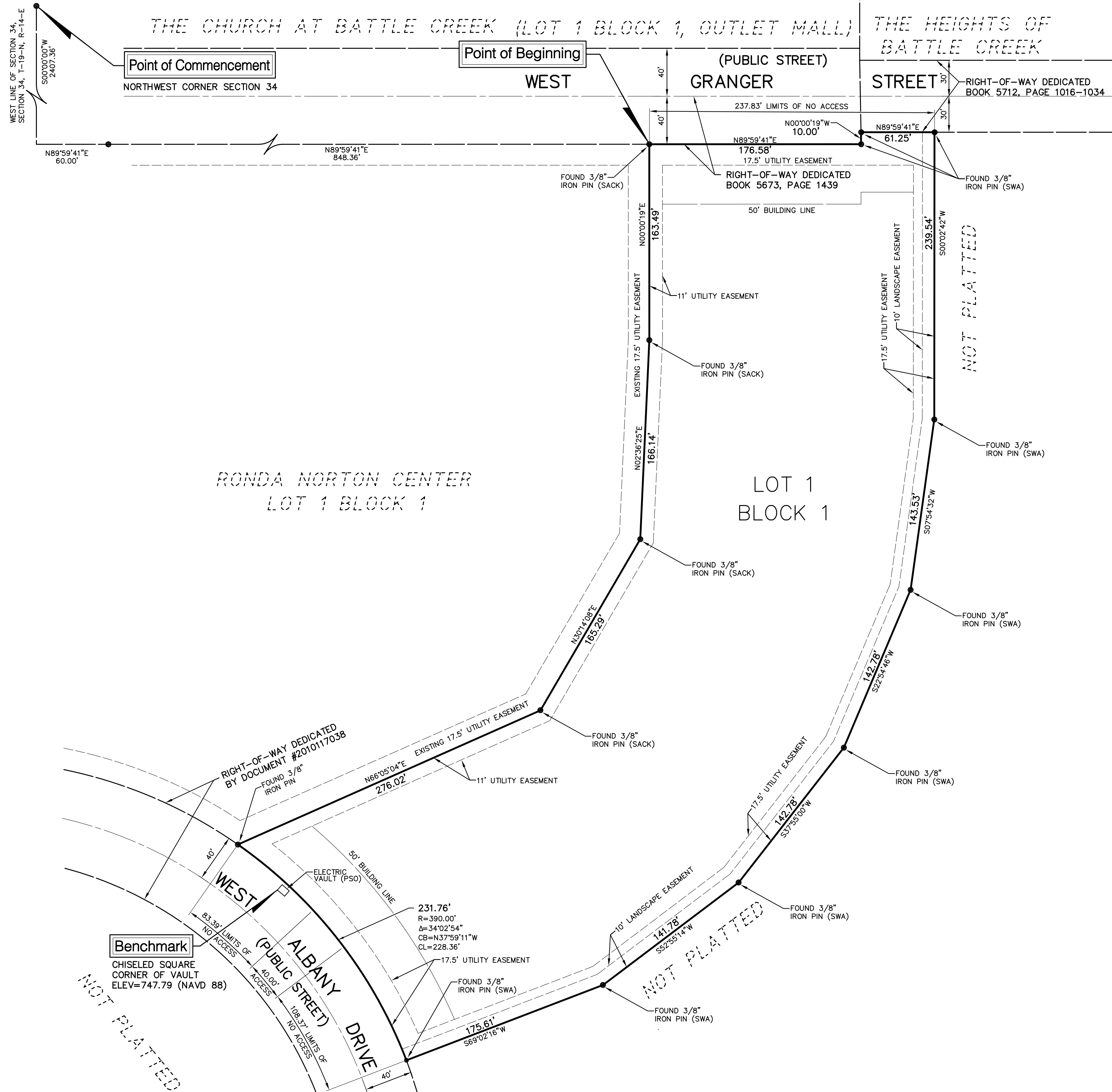
TREASURER'S STAMP
DO NOT USE THIS SPACE

PLAT NUMBER

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

COUNTY CLERK STAMP
DO NOT USE THIS SPACE

'PRELIMINARY PLAT'
Ronda Norton Center II
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
A SUBDIVISION OF PART OF THE NW/4 AND PART OF THE SW/4
OF
SECTION 34 T-19-N, R-14-E
Planned Unit Development Number 94-S-1



Location Map

Owner
TAHOE PROPERTIES LLC
ATTN: JAMES C. NORTON
9809 SOUTH MEMORIAL DRIVE
TULSA, OKLAHOMA 74133
PHONE: (918) 250-6888

Engineer / Surveyor
SACK AND ASSOCIATES, INC.
3530 EAST 31ST STREET SOUTH, SUITE A
TULSA, OKLAHOMA 74135-1519
PHONE: (918) 592-4111
E-MAIL: SAJ@SACKANDASSOCIATES.COM
C.A. No. 1783

Subdivision Statistics
SUBDIVISION CONTAINS 1 LOT IN 1 BLOCK
BLOCK 1 CONTAINS 4.5517 ACRES (198,273 SF)

Monumentation
ALL CORNERS WERE SET USING A 3/8" IRON PIN WITH A YELLOW CAP STAMPED 'SACK LS 1139', UNLESS OTHERWISE NOTED.

Basis of Bearings
THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE RECORDED PLAT OF OUTLET MALL, PLAT NUMBER 4440, HAVING A NON-ASTRONOMICAL BEARING OF DUE NORTH.

Legend
CB = CHORD BEARING
CL = CHORD LENGTH

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

Note
'STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-050917-08.'

RONDA NORTON CENTER II

Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

THAT TAHOE PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 34; THENCE SOUTH 00°00'00" WEST ALONG THE WESTERLY LINE OF SECTION 34 FOR 2407.36 FEET; THENCE NORTH 89°59'41" EAST FOR 60.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH ASPEN AVENUE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST GRANGER STREET AND BEING THE NORTHWEST CORNER OF RONDA NORTON CENTER AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF; THENCE CONTINUING NORTH 89°59'41" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 848.36 FEET TO THE NORTHEAST CORNER OF SAID RONDA NORTON CENTER AND THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 89°59'41" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY FOR 176.58 FEET; THENCE NORTH 00°00'19" WEST FOR 10.00 FEET; THENCE NORTH 89°59'41" EAST FOR 61.25 FEET; THENCE SOUTH 00°02'42" WEST FOR 239.54 FEET; THENCE SOUTH 07°54'32" WEST FOR 143.53 FEET; THENCE SOUTH 22°54'46" WEST FOR 142.78 FEET; THENCE SOUTH 37°55'00" WEST FOR 142.78 FEET; THENCE SOUTH 52°55'14" WEST FOR 141.78 FEET; THENCE SOUTH 69°02'16" WEST FOR 175.61 FEET TO A POINT IN A CURVE ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALBANY DRIVE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34°02'54" AND A RADIUS OF 390.00 FEET WITH A CHORD BEARING OF NORTH 37°59'11" WEST AND A CHORD LENGTH OF 228.36 FEET FOR AN ARC LENGTH OF 231.76 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID RONDA NORTON CENTER; THENCE NORTH 66°05'04" EAST ALONG SAID EASTERLY LINE FOR 276.02 FEET; THENCE NORTH 30°14'08" EAST CONTINUING ALONG THE EASTERLY LINE FOR 165.29 FEET; THENCE NORTH 02°36'25" EAST CONTINUING ALONG THE EASTERLY LINE FOR 166.14 FEET; THENCE NORTH 00°00'19" WEST CONTINUING ALONG THE EASTERLY LINE FOR 163.49 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE LOT IN ONE BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "RONDA NORTON CENTER II", A

SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

SECTION I. EASEMENTS AND UTILITIES

A. UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "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 RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE 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, 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, CURBING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

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 NORTH AND WEST BOUNDARIES 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 SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS 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 EASEMENTWAYS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN 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 SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE

SERVICE CABLE OR LINE EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTWAYS 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 UNDERGROUND 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 OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, STORM SEWER AND SANITARY 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.
2. WITHIN THE UTILITY EASEMENT, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. 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.
4. 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.
5. THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE

ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND.

D. GAS SERVICE

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

E. SURFACE DRAINAGE

THE 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. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING, SIGNAGE, WALLS, FENCING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE RESTRICTED WATER LINE, SEWER LINE OR UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

SECTION II. PLANNED UNIT DEVELOPMENT AND CORRIDOR SITE PLAN STANDARDS

WHEREAS, "RONDA NORTON CENTER II" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT PUD 94-S-1 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON _____, 2017 AND APPROVED BY THE BROKEN ARROW CITY COUNCIL ON _____, 2017.

WHEREAS, OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO.

THEREFORE, OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON OWNER, ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE BY THE OWNER OF "RONDA NORTON CENTER II" AND BY THE CITY OF BROKEN ARROW AS HEREINAFTER SET FORTH.

A. DEVELOPMENT STANDARDS AND RESTRICTIONS

1. PERMITTED USES

AUTOMOBILE DEALERSHIP AND APPLICABLE ACCESSORY USES PERMITTED BY RIGHT WITHIN A CH COMMERCIAL DISTRICT AND OTHER USES AND APPLICABLE ACCESSORY USES SHALL BE LIMITED TO THOSE PERMITTED BY RIGHT WITHIN A CG COMMERCIAL DISTRICT.

2. MAXIMUM BUILDING FLOOR AREA N/A

3. MAXIMUM BUILDING HEIGHT 2 STORIES
(35 FT)

4. MINIMUM BUILDING SETBACK

FROM EACH BOUNDARY FRONTING A PUBLIC STREET, THE MINIMUM BUILDING SETBACK FROM THE RIGHT-OF-WAY SHALL BE FIFTY FEET, PROVIDED HOWEVER, OVERHEAD DOORS USED FOR AUTOMOBILE SERVICE AND REPAIR AND ORIENTED TOWARD A STREET SHALL HAVE A MINIMUM SETBACK OF 150 FEET.

FROM INTERIOR BOUNDARIES, THE MINIMUM BUILDING SETBACK IS 0 FEET, PROVIDED THAT BUILDING CODE REQUIREMENT ARE MET.

5. MINIMUM LANDSCAPING 10% OF NET LOT

6. MINIMUM OFF-STREET PARKING AS REQUIRED FOR THE APPLICABLE USE

7. OTHER BULK AND AREA REQUIREMENTS AS REQUIRED WITHIN A CH DISTRICT

B. LANDSCAPING/FENCING

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 ORDINANCE, THE FOLLOWING

LANDSCAPING STANDARDS SHALL BE APPLICABLE:

1. LANDSCAPE AREAS SHALL BE SUBSTANTIALLY IN ACCORD WITH THE LANDSCAPING AS DEPICTED BY THE SUBMITTED CONCEPT PLAN - EXHIBIT A, INCLUDING LANDSCAPED AREAS DEPICTED ALONG THE PRINCIPAL INTERIOR ACCESS DRIVE AND LANDSCAPE AREAS DIMENSIONS AS DEPICTED. PARKING AREAS FOR VEHICLES INTENDED FOR SALE SHALL NOT BE REQUIRED TO COMPLY WITH CUSTOMARY LANDSCAPED AREA REQUIREMENTS. 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. LANDSCAPING SHALL BE DESIGNED TO MINIMIZE BIRD ATTRACTION.
2. GRANGER STREET FRONTAGE: NOT LESS THAN ONE TREE SHALL BE PLANTED FOR EACH 25 LINEAL FEET OF STREET FRONTAGE AND THE LANDSCAPE EDGE SHALL BE NOT LESS THAN 15 FEET IN WIDTH. WITHIN THE LANDSCAPED EDGE, AT LEAST 25 SHRUBS (3-GALLON IN SIZE) SHALL BE PLANTED PER 50 LINEAL FEET OF THE LANDSCAPED EDGE, AND SHALL BE EVENLY SPACED.
3. ALBANY DRIVE: NOT LESS THAN ONE TREE SHALL BE PLANTED FOR EACH 50 FEET OF STREET FRONTAGE AND THE WIDTH OF THE LANDSCAPE EDGE SHALL BE AS DEPICTED ON EXHIBIT A. IN ADDITION TO REQUIRED TREES, SHRUBS SHALL BE PROVIDED AS SET FORTH WITHIN SECTION 5.2 OF THE ZONING ORDINANCE, PROVIDED HOWEVER, SHRUBS MAY BE EVENLY SPACED OR GROUPED.
4. WESTERLY BOUNDARY: NO NEW LANDSCAPING REQUIRED WITH THE EXISTING 10 FEET WIDE AND 20 FEET WIDE LANDSCAPING AREAS WILL REMAIN IN PLACE AND MAINTAINED.
5. EASTERLY BOUNDARY: NOT LESS THAN ONE TREE SHALL BE PLANTED FOR EACH 25 FEET OF THE EAST PROPERTY BOUNDARY AND THE LANDSCAPE EDGE SHALL BE 15 FEET WIDE WITH 10 FEET EAST OF A 6 FOOT HIGH WOODEN FENCE. THE EAST 10 FEET WILL BE LANDSCAPED WITH OAK TREES AT LEAST 4-INCHES IN CALIBER AT THE BASE. THIS 10 FOOT WIDE AREA WILL NOT BE LANDSCAPED UNTIL THE PROPERTY TO THE EAST IS BEING DEVELOPED. (THE GRAVEL ROAD WILL BE REMOVED.)
6. AN ARCHITECTURAL METAL FENCE, SIMILAR TO THE EXISTING FENCE TO THE WEST ALONG GRANGER STREET, SHALL BE INSTALLED ALONG THE NORTH BOUNDARY NEXT TO GRANGER STREET.

C. LIGHTING

EXTERIOR LIGHTING SHALL BE IN ACCORDANCE WITH SECTION 5.6 OF THE ZONING ORDINANCE.

D. ACCESS AND CIRCULATION

ACCESS SHALL BE PROVIDED IN ACCORDANCE WITH THE ZONING ORDINANCE EXCEPT AS HEREINAFTER MODIFIED. THE PRINCIPAL ACCESS IS DERIVED FROM ALBANY DRIVE AND THROUGH RONDA NORTON CENTER. NO ACCESS TO GRANGER STREET OR TO THE EAST SHALL BE PERMITTED. ACCESS TO ALBANY DRIVE SHALL BE LIMITED TO ONE POINT OF ACCESS WHICH SHALL BE DESIGNED TO FACILITATE ACCESS AND

EGRESS FOR THE FLEET SERVICE MAINTENANCE FACILITY.

SIDEWALKS, NOT LESS THAN 5 FEET IN WIDTH, SHALL BE CONSTRUCTED ALONG THE PERIMETER STREETS OF THE PUD, BEING ALONG GRANGER STREET AND ALBANY DRIVE, BY THE DEVELOPER IN ACCORDANCE WITH THE CITY SUBDIVISION REGULATIONS.

E. SIGNS

SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 5.7 OF THE ZONING ORDINANCE. ONLY ONE FREESTANDING SIGN SHALL BE LOCATED WITHIN THE PUD ON ALBANY DRIVE LOCATED NEAR THE MOST NORTHERLY CORNER 30 FEET HIGH WITH 300 FEET OF DISPLAY PER SIDE.

F. OPERATIONAL LIMITATIONS

1. OUTDOOR SPEAKER. NO OUTDOOR SPEAKERS SHALL BE ALLOWED ON THE SITE.
2. FENCING. THE USE OF CHAIN LINK OR BARBED WIRE IS PROHIBITED.

G. 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.

H. SITE PLAN REVIEW

DEVELOPMENT AREAS MAY BE DEVELOPED IN PHASES AND NO BUILDING PERMIT SHALL ISSUE UNTIL A DETAILED SITE PLAN (INCLUDING 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 BE ISSUED 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.

I. PLATTING REQUIREMENT

DEVELOPMENT AREAS MAY BE DEVELOPED IN PHASES, AND NO BUILDING PERMIT SHALL BE ISSUED 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 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 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. THE COVENANTS CONTAINED IN SECTION II, PLANNED UNIT DEVELOPMENT AND CORRIDOR SITE PLAN STANDARDS, ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNERS OF ANY LOT OR PARCEL WITHIN "RONDA NORTON CENTER II" AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE OR THE CITY OF BROKEN ARROW, OKLAHOMA MAY BRING AN 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. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY LOT OR PARCEL WITHIN "RONDA NORTON CENTER II" OR THE CITY OF BROKEN ARROW TO BRING AN 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 BUT IN ANY EVENT 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 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 CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, PLANNED UNIT DEVELOPMENT AND CORRIDOR SITE PLAN STANDARDS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

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 OF ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, TAHOE PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2017.

TAHOE PROPERTIES, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
JAMES C. NORTON, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2017, BY JAMES C. NORTON, AS MANAGER OF TAHOE PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, THEODORE A. SACK, OF SACK AND ASSOCIATES, INC., A LICENSED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "RONDA NORTON CENTER II", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS _____ DAY OF _____, 2017.

THEODORE A. SACK
LICENSED PROFESSIONAL LAND
SURVEYOR, OKLAHOMA NUMBER 1139

STATE OF OKLAHOMA)

COUNTY OF TULSA) SS.
)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS _____
DAY OF _____, 2017, BY THEODORE A. SACK.

MY COMMISSION EXPIRES

NOTARY PUBLIC