



BACKFLOW PREVENTER TABLE

BLOCK	LOT	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	BFP REQUIRED
1	1	768.39	1	766.39	NO

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	280.13'	751.42'	278.51'	S86°30'11"E	21°21'35"
C2	64.90'	140.00'	64.32'	S42°32'32"E	26°33'44"
C3	271.89'	160.00'	240.33'	S77°56'31"E	97°21'43"
C4	27.74'	140.00'	27.69'	N59°03'12"E	11°21'09"
C5	39.27'	25.00'	35.36'	S70°16'14"E	90°00'00"
C6	703.47'	1005.00'	689.19'	S45°19'23"E	40°06'19"
C7	36.22'	25.00'	33.14'	S23°52'07"E	83°00'52"
C8	35.58'	153.25'	35.50'	S10°59'18"W	13°18'02"
C9	209.78'	710.00'	209.02'	N82°51'14"W	16°55'45"
C10	233.42'	790.00'	232.57'	N82°51'14"W	16°55'45"
C11	120.98'	751.42'	120.85'	S60°26'09"E	09°13'30"
C12	159.14'	751.42'	158.85'	S71°06'56"E	12°08'05"
C13	31.81'	75.00'	31.58'	N10°38'52"E	24°18'12"

MONUMENTATION

ALL CORNERS TO BE SET WITH A 3/8" IRON PIN WITH YELLOW CAP UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

BEARINGS BASED ON THE SOUTH LINE OF LOT 1, BLOCK 4, STONE RIDGE TOWNE CENTER AS S88°40'54"W.

NOTES

1. THIS PLAT 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.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON PIN UNLESS OTHERWISE NOTED.
3. 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.
4. ALL WATER AND SANITARY SEWER LINES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BROKEN ARROW.
5. ALL STREET RIGHT-OF-WAY SHALL BE DEDICATED AS PUBLIC STREETS BY THIS PLAT.

DETENTION NOTE

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE IN ACCORDANCE WITH FEE-IN-LIEU DETENTION DETERMINATION #DD-021414-06.

FLOOD ZONE NOTE

THIS PROPERTY IS SHOWN TO BE IN ZONE "X" PER F.I.R.M. MAP NO. 40143C0385L, AS LAST REVISED OCTOBER 16, 2012.

ABBREVIATIONS

ACC	ACCESS
BL	BUILDING LINE
BM	BENCH MARK
BP	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
ESMT	EASEMENT
FLUE	LANDSCAPE EASEMENT
FLUE	FENCE & UTILITY EASEMENT
ITA	INITIAL TANGENT BEARING
LNA	LIMITS OF NO ACCESS
MAE	MUTUAL ACCESS EASEMENT
PSOE	PUBLIC SERVICE COMPANY EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT-OF-WAY
RWE	RESTRICTED WATERLINE EASEMENT
SD	STORM SEWER
SDIE	STORM DETENTION EASEMENT
SS	SANITARY SEWER
SSIE	SANITARY SEWER EASEMENT
ST/E	STORM SEWER EASEMENT
U/E	UTILITY EASEMENT
WL	WATERLINE
WL/E	WATERLINE EASEMENT

LAND AREA

SUBDIVISION CONTAINS 1 LOT IN 1 BLOCK  
LOT 1, BLOCK 1 CONTAINS 17.70 ACRES (770,812.19 SF)

ADS MONUMENT

3" ALUMINUM CAP "ADS 38 BA"  
ELEV=777.39  
N=398849.5139  
E=261676.0400  
NAVD88

BENCHMARK

CHISELED "X" ON CURB  
ELEV=765.65  
N=399182.4388  
E=261698.1203  
NAVD88

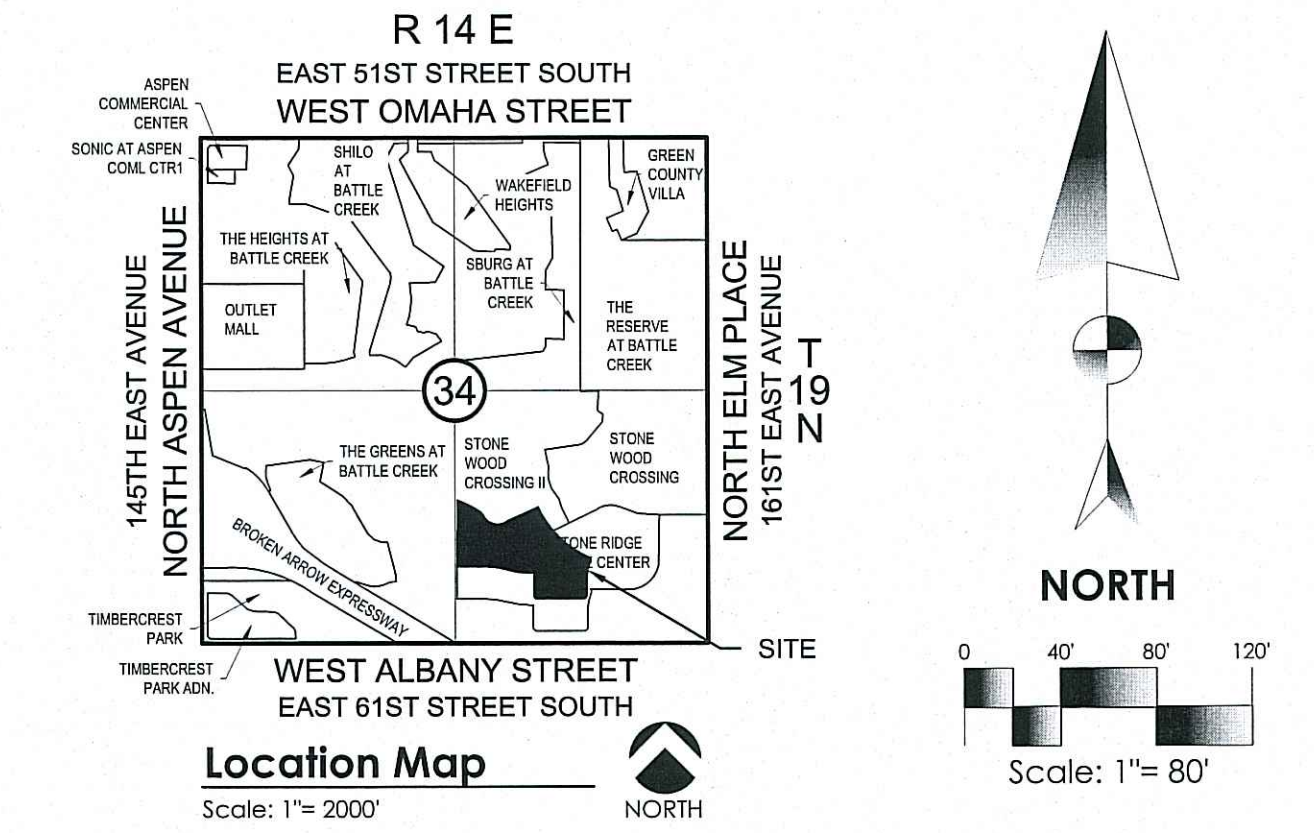
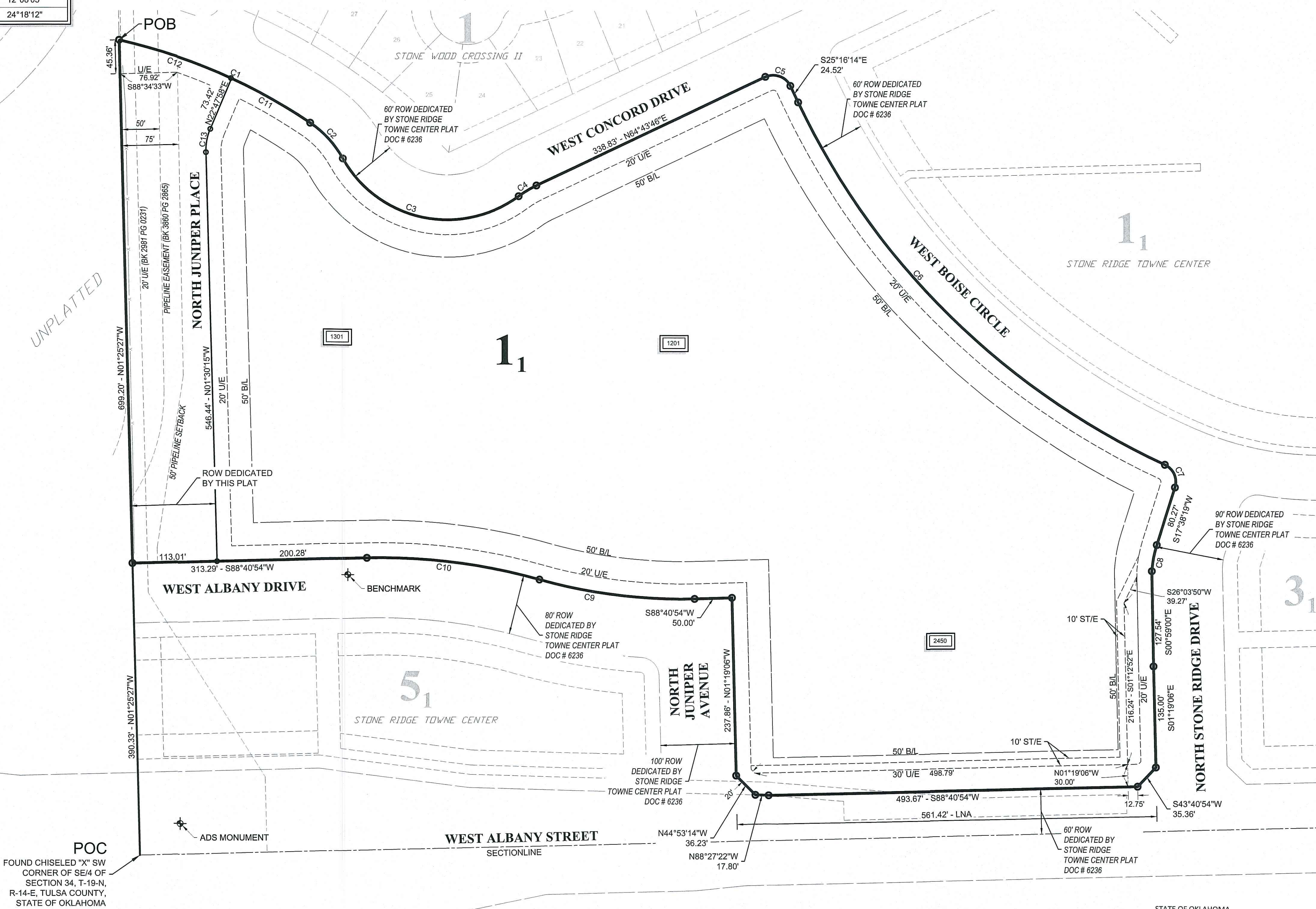
CONDITIONAL FINAL PLAT

BROKEN ARROW POST ACUTE  
HEALTH CARE CAMPUS

A REPLAT OF LOT 1, BLOCK 4 AND LOT 1, BLOCK 6 AND PART OF WEST ALBANY PLACE VACATED RIGHT-OF-WAY OF "STONE RIDGE TOWNE CENTER" (DOC # 6236)

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE AND MERIDIAN.  
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

P.U.D. 130-D



OWNER:  
St. John Building Corporation  
PO Box 35547  
Tulsa, Oklahoma, 74153  
Phone (918) 744-2780  
CONTACT: DEWEY DAVIS

ENGINEER:  
Kinslow, Keith & Todd, Inc.  
2200 South Utica Place  
Tulsa, Oklahoma, 74114  
Phone: (918) 744-4270  
A. NICOLE WATTS, P.E. NO. 21511  
OK CA NO. 5305, EXPIRES 6/30/2015  
email: nicole.watts@kktarchitects.com

SURVEYOR:  
Bennett Surveying, Inc.  
P.O. BOX 848  
Chouteau, Oklahoma, 74337  
Phone: (918) 476-7484  
OK CA NO. 4502, EXPIRES 6/30/2014  
email: wade@bennettsurveying.com

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 \$ 103,287.00 per trust receipt no. 13595 to be applied to 20 14 taxes. This certificate is NOT to be construed as payment of 20 14 taxes in full but is given in order that this plat may be filed on record. 20 14 taxes may be used the amount of the security deposit.  
Dated 01-Oct-2014  
By: Dennis Semler  
Tulsa County Clerk  
Deputy

APPROVED BY THE CITY COUNCIL OF THE  
CITY OF BROKEN ARROW, OKLAHOMA.  
Cory J. Smith  
MAYOR  
ATTEST: CITY CLERK  
Marilyn Benge  
8-20-2014  
DATE

Planned Unit Development No. 130-D  
BROKEN ARROW POST ACUTE  
HEALTH CARE CAMPUS  
Case No. PT14-101  
Sheet 1 of 3  
Date of Preparation: JULY 28, 2014

STATE OF OKLAHOMA } SS  
COUNTY OF TULSA  
I, Pat Key, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.  
Dated the 15th day of Oct 2014  
Pat Key, Tulsa County Clerk  
Deputy



CONDITIONAL FINAL PLAT

# BROKEN ARROW POST ACUTE HEALTH CARE CAMPUS

A REPLAT OF LOT 1, BLOCK 4 AND LOT 1, BLOCK 6 AND PART OF WEST ALBANY PLACE VACATED RIGHT-OF-WAY OF "STONE RIDGE TOWNE CENTER" (DOC # 6236)

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE AND MERIDIAN.  
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

P.U.D. 130-D

## DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT ST. JOHN BUILDING CORPORATION, INC. HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

ALL OF LOT ONE (1), BLOCK FOUR (4), AND LOT ONE (1), BLOCK SIX (6), AND A PART OF WEST ALBANY PLACE, IN STONE RIDGE TOWNE CENTER, AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT ONE (1), BLOCK SIX (6); THENCE ALONG THE NORTH LINE OF SAID LOT ONE (1) BLOCK SIX (6) AND ALONG A CURVE TURNING TO THE RIGHT THROUGH 21°21'39", HAVING A RADIUS OF 751.42 FEET, A LENGTH OF 280.13 FEET AND WHOSE LONG CHORD BEARS S66°30'11"E FOR A DISTANCE OF 278.51 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE BEING ALONG THE NORTH LINE OF SAID LOT ONE (1), AND SAID CURVE TURNING TO THE RIGHT THROUGH 26°33'44", HAVING A RADIUS OF 140.00 FEET, A LENGTH OF 64.90 FEET AND WHOSE LONG CHORD BEARS S42°23'22"E FOR A DISTANCE OF 64.32 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE BEING ALONG THE NORTH LINE OF SAID LOT ONE (1) AND SAID CURVE TURNING TO THE LEFT THROUGH 97°21'43", HAVING A RADIUS OF 160.00 FEET, A LENGTH OF 271.89 FEET AND WHOSE LONG CHORD BEARS S77°56'31"E FOR A DISTANCE OF 240.33 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE BEING ALONG THE NORTH LINE OF SAID LOT ONE (1) AND SAID CURVE TURNING TO THE RIGHT THROUGH 11°21'09", HAVING A RADIUS OF 140.00 FEET, A LENGTH OF 27.74 FEET AND WHOSE LONG CHORD BEARS N56°03'12"E FOR A DISTANCE OF 27.69 FEET; THENCE N64°43'46"E AND ALONG THE NORTH LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 338.83 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING ALONG THE NORTH LINE OF SAID LOT ONE (1) AND SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 90°00'00", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.27 FEET AND WHOSE LONG CHORD BEARS S70°16'14"E FOR A DISTANCE OF 35.36 FEET; THENCE S25°16'14"E AND ALONG THE EAST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 24.52 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING ALONG THE EAST LINE OF LOT ONE (1) AND SAID CURVE TURNING TO THE LEFT THROUGH 40°08'19", HAVING A RADIUS OF 1008.00 FEET, A LENGTH OF 703.47 FEET AND WHOSE LONG CHORD BEARS S45°19'23"E FOR A DISTANCE OF 889.19 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE BEING ON THE EAST LINE OF SAID LOT ONE (1) AND SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 83°00'52", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 36.22 FEET AND WHOSE LONG CHORD BEARS S23°52'07"E FOR A DISTANCE OF 33.14 FEET; THENCE S17°38'19"W AND ALONG THE EAST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 80.27 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING ALONG THE EAST LINE OF SAID LOT ONE (1) AND SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 13°18'02", HAVING A RADIUS OF 153.25 FEET, A LENGTH OF 35.58 FEET AND WHOSE LONG CHORD BEARS S10°59'18"W FOR A DISTANCE OF 35.50 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE S00°59'00"E FOR A DISTANCE OF 127.64 FEET; THENCE S01°19'06"E AND ALONG THE EAST LINE OF SAID LOT ONE (1) BLOCK FOUR (4) FOR A DISTANCE OF 135.00 FEET; THENCE S43°40'54"W AND ALONG THE EAST LINE OF SAID LOT ONE (1) BLOCK FOUR (4) FOR A DISTANCE OF 35.36 FEET; THENCE S88°40'54"W AND ALONG THE SOUTH LINE OF SAID LOT ONE (1) BLOCK FOUR (4) FOR A DISTANCE OF 493.67 FEET; THENCE N88°27'22"W AND ALONG THE SOUTH LINE OF SAID LOT ONE (1) BLOCK FOUR (4) FOR A DISTANCE OF 17.80 FEET; THENCE N44°53'14"W AND ALONG THE SOUTH LINE OF SAID LOT ONE (1) BLOCK FOUR (4) FOR A DISTANCE OF 36.23 FEET; THENCE N01°19'06"W AND ALONG THE WEST LINE OF SAID LOT ONE (1) BLOCK FOUR (4) FOR A DISTANCE OF 237.86 FEET; THENCE S88°40'54"W AND ALONG THE SOUTH LINE OF SAID LOT ONE (1) BLOCK SIX (6) FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE; SAID CURVE BEING ALONG THE SOUTH LINE OF SAID LOT ONE (1) BLOCK SIX (6) AND SAID CURVE TURNING TO THE RIGHT THROUGH 16°55'45", HAVING A RADIUS OF 710.00 FEET, A LENGTH OF 209.78 FEET AND WHOSE LONG CHORD BEARS N82°51'14"W FOR A DISTANCE OF 209.02 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE BEING ALONG THE SOUTH LINE OF SAID LOT ONE (1) BLOCK SIX (6) AND SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 16°55'45", HAVING A RADIUS OF 780.00 FEET, A LENGTH OF 233.42 FEET AND WHOSE LONG CHORD BEARS N82°51'14"W FOR A DISTANCE OF 232.57 FEET; THENCE S88°40'54"W AND ALONG THE SOUTH LINE OF SAID LOT ONE (1) BLOCK SIX (6) FOR A DISTANCE OF 313.29 FEET; THENCE N01°25'27"W AND ALONG THE WEST LINE OF SAID LOT ONE (1) BLOCK SIX (6) FOR A DISTANCE OF 699.20 FEET TO THE NORTHWEST CORNER OF LOT ONE (1) BLOCK SIX (6) AND THE POINT OF BEGINNING; SAID TRACT CONTAINING 19.50 ACRES MORE OR LESS.

BEARINGS BASED ON THE SOUTH LINE OF LOT 1, BLOCK 4, STONE RIDGE TOWNE CENTER AS S88°40'54"W.

SAID TRACT CONTAINING 849,393.64 SQUARE FEET, OR 19.50 ACRES.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE LOT IN ONE BLOCK AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "BROKEN ARROW POST ACUTE HEALTH CARE CAMPUS", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "ADDITION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "BROKEN ARROW POST ACUTE HEALTH CARE CAMPUS" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.) NOW,

THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE ADDITION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DO HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNER OF ANY PROPERTY WITHIN THE ADDITION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

### SECTION I. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND 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, 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 STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING 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 AREAS DEPICTED ON 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 WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

#### 1.1 WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1.1.1 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.

1.1.2 WITHIN THE UTILITY EASEMENT, 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.

1.1.3 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 OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.

1.1.4 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.

1.1.5 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.

#### 1.2 PAVING AND LANDSCAPING WITHIN EASEMENTS

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

#### 1.3 RESERVATION OF RIGHTS AND COVENANTS AS TO OBSTRUCTIONS

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 OBSTRUCTION, 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 AND TO AREAS OUTSIDE OF THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER OF ANY LOT AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, 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 NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

#### 1.4 CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER AND STORM SEWER SYSTEMS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. THE CITY'S ACCEPTANCE SHALL BE EVIDENCED BY A DOCUMENT EXECUTED BY THE MAYOR OF THE CITY OF BROKEN ARROW (THE "FORMAL ACCEPTANCE") AND FILED IN THE RECORDS OF THE TULSA COUNTY CLERK. BUILDING CONSTRUCTION OCCURRING PRIOR TO RECORDING OF THE CITY'S ACCEPTANCE OF INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT.

#### 1.5 STREET AND UTILITY EASEMENT DEDICATION

THE DEDICATION OF STREET RIGHTS-OF-WAY AND UTILITY EASEMENTS TO THE PUBLIC, CONTAINED IN THIS SECTION 1, SHALL NOT TAKE EFFECT UNTIL THE FILING BY THE CITY OF BROKEN ARROW, OKLAHOMA (ON BEHALF OF THE PUBLIC) IN THE TULSA COUNTY CLERK'S OFFICE OF A SEPARATE INSTRUMENT ENTITLED "FORMAL ACCEPTANCE" OR SIMILAR WORDING, FORMALLY ACCEPTING THE DEDICATIONS AND INFRASTRUCTURE. HOWEVER, THE RIGHTS AND USES OUTLINED HEREIN NECESSARY FOR THE INSTALLATION BY PRIVATE UTILITIES OF THEIR FACILITIES, I.E., ELECTRIC, GAS, TELEPHONE AND COMMUNICATION, ET. AL., EXCLUSIVE OF THOSE OWNED BY THE CITY OF BROKEN ARROW, SHALL BE IN EFFECT TO ALLOW ACCESS FOR SURVEYING, EXCAVATING FOR, CONSTRUCTION, OPERATING, AND MAINTAINING SUCH FACILITIES UNTIL THE CITY FILES ITS FORMAL ACCEPTANCE AND THESE RIGHTS AND USES ARE SUBSUMED BY THE PUBLIC DEDICATION.

#### 1.6 UNDERGROUND SERVICE

1.6.1 OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS 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 EASEMENT WAYS.

1.6.2 UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN 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 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, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

1.6.3 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 EASEMENT WAYS 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.

1.6.4 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. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.6.5 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 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.

#### 1.7 GAS SERVICE

1.7.1 THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

1.7.2 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, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT 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 OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR ITS AGENTS OR CONTRACTORS.

1.7.3 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

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

#### 1.9 ROOF DRAIN REQUIREMENTS

THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH AFFECTED LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, THAT THE BUILDING CONSTRUCTED ON ALL LOTS SHALL EACH HAVE ROOF DRAINS DESIGNED AND CONSTRUCTED TO DISCHARGE STORMWATER RUNOFF TO THE STORM SEWER SYSTEM.

#### 1.10 LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST ALBANY STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

#### 1.11 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. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS WITHIN THE ADDITION HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER, THE OWNER OF EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

### SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

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 CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO; AND WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, THE OWNERS SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA; NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS IN TITLE, AND THE CITY OF BROKEN ARROW, OKLAHOMA, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH. THE DEVELOPMENT OF "BROKEN ARROW ACUTE HEALTH CARE CAMPUS" (PUD 130-D) SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AND THE PROVISIONS OF PUD NO. 130-D.

#### 2.1 LAND AREA

GROSS LAND AREA:	849,393.64 SF	19.50 AC
NET LAND AREA:	770,812.19 SF	17.70 AC

#### 2.2 PERMITTED USES

USES PERMITTED BY RIGHT WITHIN THE RM - RESIDENTIAL MULTI-FAMILY ZONING DISTRICT LIMITED TO NURSING HOME, ASSISTED LIVING, MEMORY CARE, AND USES PERMITTED BY SPECIFIC USE PERMIT WITHIN THE RM-RESIDENTIAL MULTI-FAMILY ZONING DISTRICT, LIMITED TO HOSPITAL AND USES CUSTOMARILY ACCESSIONARY THERETO. A SEPARATE APPLICATION FOR SPECIFIC USE PERMIT IS NOT REQUIRED.

#### 2.3 MAXIMUM BUILDING FLOOR AREA

250,000 SF

#### 2.4 MAXIMUM BUILDING HEIGHT

2 STORIES NOT TO EXCEED 40 FT\*

\* ARCHITECTURAL FEATURES, SUCH AS PARAPETS, WILL BE PERMITTED TO EXCEED THE MAXIMUM HEIGHT AT DETAILED SITE PLAN APPROVAL.

#### 2.5 MINIMUM OFF-STREET PARKING SPACES AND LOADING BERTHS

AS PROVIDED BY TABLE 5.4.1: OFF-STREET PARKING SCHEDULE A OF THE BROKEN ARROW ZONING CODE.

#### 2.6 MINIMUM LOT FRONTAGE

100 FT

#### 2.7 MINIMUM BUILDING SETBACKS\*

FROM STREET RIGHT-OF-WAY  
INTERNAL BOUNDARIES OF PUD 130D

50 FT  
0 FT

\* NO BUILDINGS OR BUSINESS SIGNAGE, WITH THE EXCEPTION OF DIRECTIONAL SIGNAGE, WILL BE ALLOWED WITHIN ANY UTILITY EASEMENT.

#### 2.8 SIGNS

- PROJECT SIGN - THE PROJECT SHALL HAVE ONE (1) INTEGRATED DEVELOPMENT IDENTIFICATION SIGN ALONG WEST ALBANY DRIVE OR NORTH JUNIPER PLACE NOT EXCEED 20 FT IN HEIGHT AND 200 SF OF SURFACE DISPLAY AREA.
- BUSINESS MONUMENT SIGNS - BUSINESS MONUMENT SIGNS WILL BE LIMITED TO ONE (1) FOR EACH LOT, WITH A MAXIMUM OF 100 SF OF DISPLAY SURFACE, AND 10 FT IN HEIGHT FOR EACH SUCH SIGN.
- MINIMUM SEPARATION OF GROUND SIGNS - THERE WILL BE A MINIMUM OF 50 FT SEPARATION BETWEEN GROUND SIGNS. ALL FREE-STANDING SIGNS WITHIN THE PROJECT WILL BE LOCATED OUTSIDE OF ANY UTILITY EASEMENTS.
- WALL SIGNS - WALL SIGNS WILL BE PERMITTED NOT TO EXCEED 75 SF OF DISPLAY SURFACE FOR THE PRIMARY BUILDING LOCATED ON EACH LOT.
- OTHER SIGNAGE MATTERS - SIGNS PROVIDED FOR IN PUD NO. 130-D MAY BE WITHIN 1500 FT OF ANY BILLBOARD.

#### 2.9 LIGHTING

LIGHTING SHALL CONFORM TO SECTION 5.6 OF THE ZONING CODE. A SITE LIGHTING PLAN AND DETAILS WILL BE SUBMITTED AS PART OF THE DETAIL SITE PLAN PACKAGE TO THE CITY FOR NECESSARY APPROVALS.

#### 2.10 LANDSCAPE AREA

A MINIMUM OF TWENTY PERCENT (20%) OF THE TOTAL NET LOT AREA OF THE PROJECT WILL BE IMPROVED AS INTERNAL LANDSCAPED OPEN SPACE. THE LANDSCAPE WILL COMPLY WITH THE REQUIREMENTS OF THE BROKEN ARROW ZONING CODE.

A 30 FT WIDE LANDSCAPE EDGE WILL BE PROVIDED ADJACENT TO WEST ALBANY STREET. A 20 FT WIDE LANDSCAPE EDGE WILL BE PROVIDED ADJACENT TO WEST ALBANY PLACE, ADJACENT TO WEST CONCORD DRIVE, ADJACENT TO NORTH JUNIPER AVENUE, ADJACENT TO WEST BOISE CIRCLE AND NORTH RIDGE DRIVE. A 50 FT WIDE LANDSCAPE EDGE WILL BE PROVIDED ON THE WEST BOUNDARY OF PUD 130-D.

ALL TREES AT THE TIME OF PLANTING WILL HAVE AT LEAST A 2" CALIPER. IN THE LANDSCAPE EDGE, AT LEAST ONE (1) TREE SHALL BE PLANTED PER FORTY (40) LINEAR FEET OF STREET FRONTAGE. AT LEAST EIGHTY PERCENT (80%) OF THE TREES SHALL BE MEDIUM TO LARGE TREES AS DEFINED IN THE ZONING ORDINANCE. ON THE NORTH SIDE ADJACENT TO CONCORD DRIVE, AT LEAST ONE (1) TREE SHALL BE PLANTED FOR EVERY TWENTY-FIVE (25) LINEAR FEET. AT LEAST FIFTY PERCENT (50%) OF THE TREES ON THE NORTH SIDE ADJACENT TO CONCORD DRIVE SHALL BE EVERGREEN.

IN THE PARKING LOT, ONE (1) TREE WILL BE PLANTED PER 15 PARKING SPACES. TREES WILL BE 2" CALIPER MINIMUM AT INSTALLATION AND WILL BE ON THE CITY'S APPROVED TREE LIST. NO PARKING SPACE IS LOCATED MORE THAN 50 FT FROM A LANDSCAPE AREA.

AS A RESULT OF THE LANDSCAPING AND DISTANCE BETWEEN THE PROJECT IMPROVEMENTS AND THE NEIGHBORING RESIDENTIAL PROPERTY TO THE NORTH, NO SCREENING WILL BE REQUIRED WITHIN THE PROJECT, EXCEPT FOR TRASH AND MECHANICAL EQUIPMENT AS PROVIDED BELOW.

THE LANDSCAPE FEATURES WITHIN THE PROJECT WILL BE MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 5.2 OF THE BROKEN ARROW ZONING CODE. ANY REQUIRED LANDSCAPE MATERIAL THAT FAILS SHALL BE REPLACED IN ACCORDANCE WITH THE ZONING CODE.

PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT FOR A DEVELOPMENT AREA, PLANT MATERIALS AND ANY REQUIRED SCREENING FENCES SHALL BE INSTALLED IN CONFORMITY WITH A DETAILED LANDSCAPE PLAN WHICH WILL BE SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW.

#### 2.11 HIGHWAY DESIGN OVERLAY DISTRICT

THE HIGHWAY DESIGN OVERLAY DISTRICT SHALL NOT APPLY TO THIS PROJECT.

#### 2.12 BUILDING LENGTH

THE LENGTH OF BUILDINGS IN THE PROJECT MAY EXCEED 160 FT.

#### 2.13 PARKING

PARKING WITHIN ANY OF THE LOTS COMPRISING THE PROJECT MAY EXCEED ONE HUNDRED TWENTY-FIVE PERCENT (125%) OF THE MINIMUM NUMBER OF OFF-STREET PARKING SPACES ESTABLISHED IN TABLE 5.4.1. UP TO ONE HUNDRED FIFTY PERCENT (150%) OF THE MINIMUM NUMBER OF OFF-STREET PARKING SPACES ESTABLISHED IN TABLE 5.4.1.



CONDITIONAL FINAL PLAT

# BROKEN ARROW POST ACUTE HEALTH CARE CAMPUS

A REPLAT OF LOT 1, BLOCK 4 AND LOT 1, BLOCK 6 AND PART OF WEST ALBANY PLACE VACATED RIGHT-OF-WAY  
OF "STONE RIDGE TOWNE CENTER" (DOC # 6236)

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINETEEN (19) NORTH,  
RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE AND MERIDIAN.  
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

P.U.D. 130-D

## 2.14 TRASH AND MECHANICAL EQUIPMENT AREAS

ALL TRASH AND MECHANICAL EQUIPMENT AREAS (EXCLUDING UTILITY SERVICE TRANSFORMERS, PEDESTALS, OR EQUIPMENT PROVIDED BY FRANCHISE UTILITY PROVIDERS) INCLUDING BUILDING MOUNTED, WILL BE SCREENED FROM PUBLIC VIEW IN SUCH A MANNER THAT THE AREAS CANNOT BE SEEN BY A PERSON STANDING AT GROUND LEVEL.

## 2.15 SITE PLAN REVIEW

NO BUILDING PERMIT WILL BE ISSUED FOR ANY BUILDING WITHIN THE PROJECT UNTIL A PLANNED UNIT DEVELOPMENT DETAILED SITE PLAN AND DETAILED LANDSCAPE PLAN HAVE BEEN SUBMITTED TO THE CITY OF BROKEN ARROW AND APPROVED AS BEING IN COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT STANDARDS.

## SECTION III. TERM, AMENDMENT AND ENFORCEMENT

### 3.1 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., PUBLIC STREETS AND UTILITY EASEMENTS, 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. 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.

### 3.2 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.

### 3.3 AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS AND UTILITY EASEMENTS, 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 PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

### 3.4 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 OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNERS HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 4th DAY OF August, 2014.

ST. JOHN BUILDING CORPORATION

BY: Dewey W. Davis  
DEWEY W. DAVIS, VICE-PRESIDENT

STATE OF OKLAHOMA )  
) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 4th DAY OF August, 2014, PERSONALLY APPEARED DEWEY W. DAVIS TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS VICE-PRESIDENT AND ACKNOWLEDGED TO ME THAT HE 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. THE DAY AND YEAR LAST ABOVE WRITTEN.

June 09, 2015  
MY COMMISSION EXPIRES

NOTARY PUBLIC



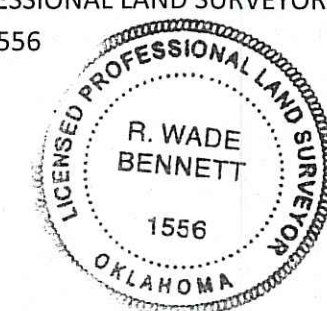
## CERTIFICATE OF SURVEY

I, R. WADE BENNETT, A REGISTERED 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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 1 DAY OF August, 2014.

BY: R. Wade Bennett

R. WADE BENNETT  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1556



STATE OF OKLAHOMA )  
) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE 1 DAY OF August, 2014, PERSONALLY APPEARED TO ME R. WADE BENNETT KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

June 09, 2015  
MY COMMISSION EXPIRES

NOTARY PUBLIC



7-1-14  
APPROVED BY THE CITY COUNCIL OF THE  
CITY OF BROKEN ARROW, OKLAHOMA  
Craig A. Jones  
MAYOR  
DATE  
Mary Kay Bruger 8-20-14  
ATTEST: CITY CLERK  
DATE