

City of Broken Arrow Meeting Agenda

**Planning Commission** 

 Robert Goranson Chairman

 Jason Coan Vice Chairman

 Jaylee Klempa Commissioner

 Jonathan Townsend Commissioner

 Mindy Payne Commissioner

 Thursday, March 13, 2025
 5:30 PM

 City of Broken Arrow

 Council Chambers

 220 South 1st Street

 Broken Arrow, OK

- 1. Call To Order
- 2. Roll Call
- 3. Old Business
- 4. Consideration of Consent Agenda

А.	<u>25-327</u>	Approval of Planning Commission meeting minutes of February 13, 2025
	Attachments:	02-13-2025 Meeting Minutes
B.	<u>25-328</u>	Approval of Planning Commission meeting minutes of February 27, 2025
	<u>Attachments:</u>	02-27-2025 Meeting Minutes
C.	<u>25-310</u>	Approval of PR-000762-2024 PT-002024-2025, Preliminary Plat, Ferguson Kia, approximately 6.37 acres, 1 Lot, PUD- 001972-2025/CH (Commercial Heavy), located approximately at the southeast corner of Elm Place and the Broken Arrow Expressway and one third mile south of Albany Street (61st Street)
	Attachments:	PT-002024-2025 Comments
D.	<u>25-313</u>	Approval of PR-000671-2024   PT-002022-2025, Conditional Final Plat, Arrow Forge Innovation District, approximately 92.20 acres, 4 proposed lot, A-1 (Agricultural), located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street)
	Attachments:	2-Checklist
		3-Conditional Final Plat Arrow Forge

74012

E. <u>25-317</u> Approval of LOT-002002-2025, Bentree Lift Station, 1 lot to 2 lots, 9.60 acres, located approximately one-third mile east of 23rd Street (County Line Road), south of Albany Street (61st Street)

### Attachments: 2-CASE MAP LOT-002002-2025 3-AERIAL LOT-002002-2025 3-Legal Descriptions

F. 25-309 Approval of LOT-002023-2025 Vandever East, 1 lot to 2 lots, 3.34 acres, Commercial General (CG), PUD-4C, and UG3+, located approximately northeast of the northeast corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue)

#### Sponsors: Planning Commission

Attachments:2- Case Map3- Aerial4- Vandever East Center Plat5- Exhibit

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

#### 6. Public Hearings

A. 25-314 Public hearing, consideration, and possible action regarding PUD-001977-2025, minor amendment to PUD-290A, RiverBrook, 6.1 acres, Residential Multi-Family (RM) and PUD-290A, located approximately one-half mile south of East Jasper Street (East 131st Street South) and east of Aspen Avenue (South 145th Avenue).

Sponsors: Planning Commission

Attachments:2- Case Map3- Aerial4- PUD-001977-2025 Design Statement5- Exhibit6- PUD-290 Design Statement7-PUD-290A DESIGN STATEMENT

 B. <u>25-316</u> Public hearing, consideration, and possible action regarding SP-001966-2025 (Specific Use Permit), Church of St. Benedict Signage, 4.84 acres, R-2 (Single Family Residential) and RD (Residential Duplex)/SP (Specific Use Permit) 27, one-quarter mile north of New Orleans Street (101st Street), west of Aspen Avenue (145th E. Avenue)

# Attachments: 2-CASE MAP 3-AERIAL 4-COMPREHENSIVE PLAN 5-PROPOSED SIGN DETAIL

#### 7. Appeals

#### 8. General Commission Business

 A. <u>25-312</u> Approval of PT-001942-2024|PR-000627-2024, Conditional Final Plat, Timber Ridge Residential, approximately 35.30 acres, 140 Lots, A-1 (Agricultural) to RS-4 (Single-Family Residential) and RD (Residential Duplex)/PUD-334, located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue)

#### Attachments: 2-Checklist 3-7-2025 3-Conditional Final Plat Recieved 3-7-2025

- B. <u>25-315</u> Consideration, discussion, and possible approval of building elevations for SITE-001903-2024, Ziggi's Coffee, 1.24 acres, CN (Commercial Neighborhood)/SP (Specific Use Permit) 001773-2024, located south of the southeast corner of Albany Street (61st Street) and 23rd Street (193rd E. Avenue/County Line Road)
  - Attachments:
     2 Facade Standards Modification

     3 Ziggi's Elevations

     4 Ziggi's Facade Example
- 9. Remarks, Inquiries and Comments by Planning Commission and Staff (No Action)
- 10. Adjournment

**NOTICE:** 

1. ALL MATTERS UNDER "CONSENT" ARE CONSIDERED BY THE PLANNING COMMISSION TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. HOWEVER, ANY CONSENT ITEM CAN BE REMOVED FOR DISCUSSION, UPON REQUEST.

2. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT AT 918-259-8412, TO MAKE ARRANGEMENTS. 3. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE PLANNING COMMISSION MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.

4. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE PLANNING COMMISSION MEETING.

A paper copy of this agenda is available upon request.

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

**City Clerk** 



# **Request for Action**

#### File #: 25-327, Version: 1

#### Broken Arrow Planning Commission 03-13-2025

To: From: Title:	Chairman and Commission Members Community Development Department
	Approval of Planning Commission meeting minutes of February 13, 2025
Background:	Minutes recorded for the Broken Arrow Planning Commission meeting.
Attachments:	02 13 2025 Planning Commission Minutes
<b>Recommendation:</b>	Approve minutes of Planning Commission meeting held February 13, 2025.
Reviewed By:	Amanda Yamaguchi
Approved By:	Rocky Henkel

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#### **City of Broken Arrow**

#### Minutes

#### **Planning Commission**

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

Thu	ırsday, Febr	uary 13, 2025	5:30 p.m.	Council Chambers
1. C	all to Order	Chairman Robert G	oranson called the meeting to order at	5:30 p.m.
2. R	oll Call			
Р	resent: 5 -	Mindy Payne, Jona	han Townsend, Jaylee Klempa, Jason	Coan, Robert Goranson
3. 0	old Business -	NONE		
4. <b>C</b>	onsideration	of Consent Agenda		
A.	25-156	Approval of Specia	al Planning Commission meeting min	nutes of January 16, 2025
B.	25-157		ing Commission meeting minutes of	
C.	25-210	Approval of PT-	001925-2025 PR-000173-2024, Preli	minary Plat, Pathway Services,
D.	25-202	approximately one of Florence Street	80 acres, 1 Lots, IL (Industrial -quarter mile west of Olive Avenue (111th Street) 1954-2025 PR-000222-2023, Conditi	(129th Avenue) and directly south
D.	23-202	on Kenosha, 10.2 a (Specific Use Pern	acres, 2 lots, A-1 (Agricultural), R-2 nit) 53 to CN (Commercial Neighbor, on the northeast corner of Kenosl	(Single Family Residential) & SP rhood), A-1 and R-2, & SP-53 via
E.	25-188	Approval of LOT- 0.559 acres, locate	001952-2025, Pine Valley Reserve A d approximately one-sixteenth of a sighth mile north of New Orleans Str	mile west of Olive Avenue (129th
F.	25-200	Approval of LOT- Estate), located on	001811-2024, April Barker, 1 lot to e-half mile north of New Orleans St t (193rd E. Avenue/County Line Roa	2 lots, 2.62 acres, RE (Residential reet (101st Street), one-third mile
G.	25-205	Approval of LOT Family Residenti approximately on	-001877-2024, Davis Lot Split, 1 lot al) to RD (Residential Duplex) e-half mile south of Kenosha Stree e, Lynn Lane Road)	to 2 lots, 0.40 acres, R-3 (Single via BAZ-001873-2024, located
		Move to Approve	n was made by Jaylee Klempa, second C <b>onsent Agenda minus 4D Item 25-</b> 2	
			by the following vote:	
Aye:	: 5 -	Mindy Payne, Jona	than Townsend, Jaylee Klempa, Jason	Coan, Robert Goranson
5. C	Consideration	of Items Removed f	rom Consent Agenda	

Approval of PT-001954-2025 PR-000222-2023, Conditional Final Plat for East Quik Trip D. 25-202 on Kenosha, 10.2 acres, 2 lots, A-1 (Agricultural), R-2 (Single Family Residential) & SP (Specific Use Permit) 53 to CN (Commercial Neighborhood), A-1 and R-2, & SP-53 via BAZ-001225-2023, on the northeast corner of Kenosha Street (71st Street) and Evans Road (225th E. Avenue)

> The commission discussed the conditional final plat for a QuickTrip on Kenosha Street and Evans Road (Plat 1954, Project 222) covers 10.2 acres with zoning adjustments through BAZ 1225. The project was previously approved but requires staff review due to adjustments in detention easements caused by state fuel storage regulations. Concerns about approving an unreviewed document led to a recommendation to defer the decision to February 27th. Additional discussion covered fencing requirements for adjacent residential areas, including tennis courts, and potential future church property developments. A motion was made and seconded to move the item to the next meeting for further review.

City of Broken Arrow 220 South 1st Street

Broken Arrow, OK

74012

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa
Move to Continue Item 4D 25-202 to February 27th
The motion carried by the following vote:
Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

#### Aye: 5 -

#### 6. Public Hearings

A. 25-211 Public hearing, consideration, and possible action regarding PUD-001941-2024, minor amendment to PUD-001503-2024 Three Oaks, 13.9 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential) via BAZ-001502-2024, located approximately one-eighth mile north of East Washington Street (East 91st Street South) and approximately one-quarter mile east of 23rd Street (193rd E Ave/County Line Road).

Henry Bibelheimer presented Item 25-211, a public hearing concerning a minor amendment (PUD 1941-2024) to PUD 1503 for the Three Oaks development, a 13.9-acre site rezoned from A1 agriculture to RS4 single-family residential. The amendment addresses a zoning issue for corner lots, allowing a reduced 15-foot setback on non-vehicular access frontages while maintaining a 20-foot setback for garages. This adjustment alleviates the burden of dual front yard requirements. The amendment aligns with the comprehensive plan and surrounding land uses, and staff recommends approval, subject to platting.

The commission discussed the minor amendment (PUD 1941-2024) to PUD 1503 for the Three Oaks development, adjusting setback requirements for corner lots and allowing a 15-foot setback on non-vehicular access frontages while maintaining a 20-foot setback for garages. The change aligns the PUD with the existing zoning ordinance without altering the number of lots. Discussion addressed potential privacy, safety, and alignment concerns, with staff confirming no significant issues. Contextual front setbacks allow up to a five-foot variation to prevent misalignment. The amendment does not require city council approval, and no public comments were received.

MOTION: A motion was made by Jason Coan, seconded by Jonathan Townsend. Move to Approve Item 22-211 PUD-001941-2024, minor amendment to PUD-001503-2024 Three Oaks, 13.9 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential) via BAZ-001502-2024, located approximately one-eighth mile north of East Washington Street (East 91st Street South) and approximately one-quarter mile east of 23rd Street (193rd E Ave/County Line Road).

The motion carried by the following vote:

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

#### 7. Appeals - NONE

#### 8. General Commission Business - NONE

#### 9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action)

Amanda Yamaguchi, Planning & Development Manager, gave information concerning the city's internal sidewalk policy, outlining when sidewalks are required and how sidewalk waivers are considered. In new developments, sidewalks must be installed according to code. Developers are responsible for sidewalks in public areas, while individual homeowners construct sidewalks on their lots as homes are built. Developers install sidewalks along arterial roads in commercial developments, while internal sidewalks are built when site plans are submitted.

For existing residential areas, when a property is redeveloped, such as when a house is torn down and rebuilt, a new sidewalk must be installed. A sidewalk waiver may be considered in rural or large-lot areas where sidewalks were not originally part of the neighborhood, especially if the surrounding properties do not have sidewalks.

When considering sidewalk waivers, the city evaluates whether other properties in the area have sidewalks, whether the development includes curb and gutter or bar ditches, and if there are planned road-widening projects. If a road improvement project is fully funded and designed, the city may install sidewalks as part of the project. If a project is planned but not yet funded, developers may be allowed to place funds in escrow, ensuring sidewalks are installed when the road is improved. Escrow is most commonly used when topographical challenges, such as creeks, make immediate sidewalk installation impractical.

The commission discussion focused on concerns over sidewalk waivers in new developments, emphasizing the need for clear justifications when recommending exemptions. Members preferred to default to requiring sidewalks unless developers presented a compelling reason. Staff agreed to provide more detailed explanations in reports and explore better visual formats for presenting zoning deviations.

Additional topics included the impact of escrowed sidewalk funds when properties change ownership, ADA compliance considerations, and requirements for sidewalks in industrial areas. There was also clarification on mountable curbs and construction standards for sidewalks.

Amanda Yamaguchi also updated recent staffing changes: Henry Biebelheimer was promoted to Planner II, Mackenzie Hackett was promoted to Staff Planner, and Jill Jones joined from the City Clerk's office as the new Administrative Specialist. Hannah Rystedt was hired as a Planning Intern. Most personnel remain the same but with new roles. Staff wishes happy birthday to Mackenzie Hackett.

#### 10. Adjournment

The meeting adjourned at 6:07 p.m.

MOTION: A motion was made by Robert Goranson, seconded by Jason Coan. **Move to adjourn The motion carried by the following vote:** Minde Berner Lengther Terminer of Length Viewer, Length Comments

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



# **Request for Action**

#### File #: 25-328, Version: 1

#### Broken Arrow Planning Commission 03-13-2025

To: From: Title:	Chairman and Commission Members Community Development Department		
	Approval of Planning Commission meeting minutes of February 27, 2025		
Background:	Minutes recorded for the Broken Arrow Planning Commission meeting.		
Attachments:	02 27 2025 Planning Commission Minutes		
Recommendation:	Approve minutes of Planning Commission meeting held February 27, 2025.		
Reviewed By:	Amanda Yamaguchi		
Approved By:	Rocky Henkel		

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#### **City of Broken Arrow**

#### Minutes

#### **Planning Commission**

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

**Council Chambers** Thursday, February 27, 2025 5:30 p.m. 1. Call to Order Chairman Robert Goranson called the meeting to order. 2. Roll Call Present: 5 -Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson 3. Old Business - NONE 4. Consideration of Consent Agenda A. 25-246 Approval of PR-000596-2023 | PT-001987-2025, Conditional Final Plat, Three Oaks, approximately 12.34 acres, 41 proposed lot, RS-4/PUD-0001503-2024 located approximately one-eighth mile north of East Washington Street (East 91st Street South) and approximately one-quarter mile east of 23rd Street (193rd E Ave/County Line Road) Approval of PT-001985-2025 | PR-000016-2022, Conditional Final Plat, Oakmont Hills, B. 25-247 28.20 acres, 85 Lots, A-1 (Agricultural) to RS-3 (Single-Family Residential) and CG (Commercial General)/PUD-000197-2022, located at the northwest corner of Florence Street (111th Street) and 9th Street (Lynn Lane) C. 25-249 Approval of PT-001984-2025|PR-000157-2023, Conditional Final Plat, Spring Creek Crossing, approximately 36.99 acres, 131 Lots, RS-4(Single-Family Residential)/PUD-001360-2024 (Planned Unit Development), located north of Tucson Street (121st Street) and approximately one-quarter mile west of 9th Street (Lynn Lane Road/177th Avenue) D. 25-250 Approval of PT-001907-2024|PR-000037-2022, Conditional Final Plat, Honey Springs at Battle Creek Phase I, 28.68 acres, 80 lots, PUD-94Q/A-CG, A-RD and A-R-3 to PUD-94W/CG, RD and RS-3), south and east of the southeast corner of Dearborn Street (41st Street) and Aspen Avenue (145th E. Avenue) E. 25-255 Approval of PT-001954-2025|PR-000222-2023, Conditional Final Plat for East Quik Trip on Kenosha, 10.2 acres, 2 lots, A-1 (Agricultural), R-2 (Single Family Residential) & SP (Specific Use Permit) 53 to CN (Commercial Neighborhood), A-1 and R-2, & SP-53 via BAZ-001225-2023, on the northeast corner of Kenosha Street (71st Street) and Evans Road (225th E. Avenue) F. 25-254 Approve COA-001986-2025, Villas at Turnberry Change of Access, approximately 3.40 acres, CG (Commercial General), located on the southwest corner of Dearborn Street (41st Street) and 37th Street (209th E. Avenue)

> MOTION: A motion was made by Mindy Payne, seconded by Jonathan Townsend **Move to approve Consent Agenda minus Items A.25-246, C.25-249, E.25-255** The motion carried by the following vote: Mindy Payne, Jonethan Townsend, Javles Klemme, Jacon Coon, Pahert Company

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

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

A. 25-246 Approval of PR-000596-2023 | PT-001987-2025, Conditional Final Plat, Three Oaks, approximately 12.34 acres, 41 proposed lot, RS-4/PUD-0001503-2024 located approximately one-eighth mile north of East Washington Street (East 91st Street South) and approximately one-quarter mile east of 23rd Street (193rd E Ave/County Line Road)

Henry Bibelheimer, Planner II, presented Item 4A, Project 596 (Plat 1987), as a conditional final plat for Three Oaks, proposing 41 lots on 12.34 acres. Located north of East Washington Street and east of 23rd Street, the property is zoned RS for single-family residential. City Council approved PUD 1503 and BAZ. 1503 on June 13, 2024, contingent on platting. The property will be rezoned to RS and PUD 1503. Access will be provided via two points from

City of Broken Arrow 220 South 1<sup>st</sup> Street Broken Arrow, OK 74012 Washington Street. The site is not in a 100-year floodplain, and city water and sewer services are available. The Technical Advisory Committee reviewed it on February 25, 2025, with no utility concerns. Staff recommends approval, subject to the attached checklist.

Erik Enyart, Tanner Consulting, confirmed that the final plat process is complete and that the reserve areas function like those in other subdivisions, serving detention or neighborhood amenities. The commission discussed inquiries about fencing along the 50-ft buffer, noting that iron fencing is planned for homes backing up to it and clarification on whether fencing is required on the opposite side near the existing neighborhood. Mr. Enyart states no requirement exists but notes compliance with Broken Arrow regulations if added. Staff approval of the covenants expressed the need for consistency in future RS-4 developments with buffers. The discussion concludes without further comments.

MOTION: A motion was made by Robert Goranson, seconded by Jason Coan

Move to approve Item A.25-246 PR-000596-2023 | PT-001987-2025, Conditional Final Plat, Three Oaks, approximately 12.34 acres, 41 proposed lot, RS-4/PUD-0001503-2024 located approximately one-eighth mile north of East Washington Street (East 91st Street South) and approximately one-quarter mile east of 23rd Street (193rd E Ave/County Line Road)

Aye: 5 -

The motion carried by the following vote:

Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

C. 25-249 Approval of PT-001984-2025|PR-000157-2023, Conditional Final Plat, Spring Creek Crossing, approximately 36.99 acres, 131 Lots, RS-4(Single-Family Residential)/PUD-001360-2024 (Planned Unit Development), located north of Tucson Street (121st Street) and approximately one-quarter mile west of 9th Street (Lynn Lane Road/177th Avenue)

Joel Hensley, Senior Planner, presented Item C. 25-249. The conditional final plat for Spring Creek Crossing, covering 36.99 acres with 132 lots, has been approved for rezoning from A-1 to RS-4 under PUD 1360 (2024), contingent on platting. Located north of Tucson Street and west of 9th Street, the development consists primarily of single-family lots meeting RS-4 standards with specific variances. Reserve areas within the plat will accommodate stormwater detention and neighborhood amenities. Access will be via Tucson Street, with Raleigh Street connecting to South Ridge Park. No part of the property falls within the 100-year floodplain, and city water and sewer services are available. The Technical Advisory Committee reviewed the preliminary plat on June 4, 2024, and staff recommends approval subject to the attached comments. The buffer concern relates to Reserve Area B, which, per covenants, allows for stormwater drainage, detention, open space, sidewalks, landscaping, and trails.

The discussion covers infrastructure, traffic control, and resident access within the Spring Creek Crossing development. It confirms that street access and restrictions decisions fall under the homeowners' association's (HOA) discretion. Mr. Enyart clarifies that the original developer determines what is built within the reserve areas.

The commission discussed concerns about traffic management, noting that a traffic calming circle will be added at Raleigh Street and the infrastructure timeline. Erik Enyart responds that they are in the civil engineering and permitting phase, with the conditional final plat submitted to advance the process. It was noted the PUD requires a traffic signal at 3rd and Tucson and emphasizes the need for a coordinated agreement to ensure activation before home construction. Mr. Enyart confirms that the team is addressing this requirement.

The commission discussed the optimal timing for the traffic signal activation, suggesting late May to avoid disrupting school schedules and driver habits, and is expecting the signal to be installed as soon as roads are built, ideally before housing construction begins.

Dustin Fletcher yields his time to Jason Langley, the HOA president, but first attempts to show a picture of the buffer zone in his backyard, expressing concerns about its condition. Mr. Fletcher explained that his development was one of the first under new city ordinances requiring a 50-foot buffer, which he was initially assured would remain untouched. However, the buffer has been cleared beyond what was promised, impacting his property and neighbor, particularly with increased erosion and flooding.

The commission acknowledged the issue but stated that engineers and inspectors must assess the situation. The discussion is cut off due to procedural rules on speaking time, but Mr. Fletcher suggests continuing the conversation outside the meeting to explore solutions.

Jason Langley discussed the issue behind lots two and three in South Fork involved an eightfoot elevation difference between the original and built-up elevations of the homes. Drainage was designed to concentrate water flow at lot three, affecting the first seven houses. Water from the backyards flowed into the yard and Mr. Langley's driveway. Although the developers met legal requirements by reducing water flow by 57% per hydrology reports, the absence of sod in the final conditional plat raised concerns about erosion. The cleared area, necessary for drainage, resulted in an exposed eight-foot dirt slope with a three-to-one maximum gradient, posing a potential mudslide risk before natural regrowth could stabilize it.

Construction had already progressed under at-risk permits, with finished elevations taking shape. The speaker requested sod installation in the affected area to mitigate erosion. Additionally, they asked for a fence similar to those in other Ralph Coleman neighborhoods to improve aesthetics. If a wall was not feasible, they suggested reconsidering a previous city council decision that exempted perimeter homes from requiring complete brick exteriors. Contrary to prior expectations, visibility issues arose, making the speaker advocate for an all-brick requirement on perimeter homes, except those abutting 121st Street, as a conditional approval measure. They acknowledged the complexity of their concerns and appreciated the council's attention.

The discussion identified two main issues: drainage and building requirements. Since the development was a Planned Unit Development (PUD), prior approvals meant that changes, such as requiring brick exteriors, could not be made at this stage. Regarding drainage, the stormwater pollution prevention plan was already in place, with silt fences installed and city staff overseeing inspections and permits. Concerns were raised about erosion due to the extent of clearing within the 50-foot buffer, as no sod was planned beyond individual lot installations, potentially leaving exposed dirt slopes vulnerable to rain. However, it was clarified that the developer was responsible for maintaining erosion control and would need to address any issues. Final grading and potential sod or seeding would happen later, under city oversight, making it a municipal rather than a planning commission matter.

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

Move to approve Item C.25-249 PT-001984-2025|PR-000157-2023, Conditional Final Plat, Spring Creek Crossing, approximately 36.99 acres, 131 Lots, RS-4(Single-Family Residential)/PUD-001360-2024 (Planned Unit Development), located north of Tucson Street (121st Street) and approximately one-quarter mile west of 9th Street (Lynn Lane Road/177th Avenue)

The motion carried by the following vote:

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

E. 25-255 Approval of PT-001954-2025|PR-000222-2023, Conditional Final Plat for East Quik Trip on Kenosha, 10.2 acres, 2 lots, A-1 (Agricultural), R-2 (Single Family Residential) & SP (Specific Use Permit) 53 to CN (Commercial Neighborhood), A-1 and R-2, & SP-53 via BAZ-001225-2023, on the northeast corner of Kenosha Street (71st Street) and Evans Road (225th E. Avenue)

Henry Bibelheimer, Planner II, presented Item E. 25-255 Plat 1954, covering 10.2 acres with two lots, was proposed for approval with zoning classifications A1, R2, and Specific Use Permit 53 for Commercial Neighborhood (C-N) under BAZ 1222. Located at the northeast corner of Kenosha Street and Evans Road, the property was unplatted and partially developed, with a church on its eastern side. A rezoning request (BAZ 1225) for the western lot to C-N was recommended for approval by the Planning Commission on January 11, 2024, and approved by the City Council on February 6, 2024, contingent on platting.

The project planned access points on Kenosha and Evans, meeting separation requirements. Due to Oklahoma regulations prohibiting fuel storage tanks within 50 feet of water transmission lines, Quick Trip had to relocate its tanks and adjust detention easements, which were updated in the conditional final plat checklist. The Planning Commission reviewed Plat 1954 on February 13, 2025, and continued it to February 27, 2025, for a complete document review. The Technical Advisory Committee reviewed it on February 25, 2025, with no stakeholder concerns. The property was not within a 100-year floodplain, and staff recommended approval of Plat 1954, subject to the attached checklist.

Mr. Bibelheimer clarified that the fuel storage tanks were not depicted on the plat. Instead, the relocation of the tanks affected the detention easements, which were updated and reflected as Area A and Area B for stormwater detention. The applicant was present to provide further details if needed. Concerns were raised about whether the changes had been thoroughly reviewed, as the updated document was received late before the previous Planning Commission meeting. However, a complete review has since been conducted, resulting in fewer comments on the checklist. Staff confirmed their approval of the revisions, and no further discussion was required.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne Move to approve Item 25-255 PT-001954-2025|PR-000222-2023, Conditional Final Plat for East Quik Trip on Kenosha, 10.2 acres, 2 lots, A-1 (Agricultural), R-2 (Single Family Residential) & SP (Specific Use Permit) 53 to CN (Commercial Neighborhood), A-1 and

## R-2, & SP-53 via BAZ-001225-2023, on the northeast corner of Kenosha Street (71st Street) and Evans Road (225th E. Avenue) The motion carried by the following vote: Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

#### 6. Public Hearings

Aye: 5 -

A. 25-240 Public hearing, consideration, and possible action regarding SP-001966-2025 (Specific Use Permit), Church of St. Benedict Signage, 4.84 acres, R-2 (Single Family Residential) and RD (Residential Duplex)/SP (Specific Use Permit) 27, one-quarter mile north of New Orleans Street (101st Street), west of Aspen Avenue (145th E. Avenue)

Mackenzie Hackett, Staff Planner, presented Item 25-240. A specific use permit (SP 1966) was requested for a digital monument sign at the Church of St. Benedict, located on 4.84 acres zoned R-2 and RD, one-quarter mile north of New Orleans Street and west of Aspen Avenue. The proposed sign would be 13 feet tall with an 80-square-foot display area, including a 46-square-foot digital display, a masonry base, and architectural details. It would be placed on the east side of the property along Aspen Avenue.

The city council had previously approved SP 27 for the church in 1982, subject to platting, which was recorded in Tulsa County later that year. According to the zoning ordinance, institutional-use freestanding signs in residential districts must not exceed 32 square feet in display area and eight feet in height. However, increases in size and height could be granted through a PUD or specific use permit. Since illuminated signs for institutional uses, such as places of assembly, were permitted with a specific use permit, the request aligned with zoning regulations and the comprehensive plan. Staff recommended approval of SP 1966 based on the location, zoning, and surrounding land uses.

Given the higher elevation, the discussion raised concerns about the digital sign's illumination and its potential impact on residents across the street on Aspen. While zoning regulations required that images remain static for at least eight seconds with no moving or flashing elements, the issue of nighttime brightness had not been previously addressed. Participants acknowledged that the sign's size complemented the adjacent building but questioned whether the digital display was too large for the area.

Concerns were voiced about the potential for the bright light to project into backyards, especially in winter when trees lose their foliage. It was noted that a lighting ordinance was in place to prevent excessive spillover, but some members remained skeptical about its effectiveness, particularly regarding glare. Henry mentioned that the code required shielding to limit light exposure to neighboring properties and suggested that a photometric plan could be necessary to ensure compliance.

Despite these safeguards, there were reservations that even if the sign met all technical requirements, residents might still experience disruptive illumination in their bedrooms at night.

Dan O'Brien, the applicant, acknowledged the higher elevation of the road but had not initially considered its impact on nearby houses, as the sign was positioned perpendicular to the road. They suggested exploring color limitations in the evening or nighttime, noting that white emits stronger lumens, while other colors might reduce brightness. While they were open to discussing restrictions after 10:00 or 11:00 p.m., they expressed concern that blocking the sign from the houses could undermine its purpose by limiting visibility for passing drivers.

The discussion focused on the size, brightness, and operational hours of the proposed digital sign at the Church of St. Benedict. The applicant acknowledged the higher elevation of the road but emphasized that the sign would be set back approximately 65 feet from the roadway due to utility placements. They expressed willingness to implement measures such as limiting colors at night to reduce brightness, using a "dark mode" display after certain hours, or turning off the sign by midnight or 11:00 p.m.

Concerns were raised about the potential impact on nearby residences, particularly in winter when foliage would not provide natural shielding. While the sign met commercial sign standards, it exceeded the 32-square-foot limit for residential areas, necessitating a specific use permit. City staff confirmed that zoning regulations required LED signs to reduce brightness from half an hour after sunset to half an hour before sunrise, ensuring lower light intensity overnight.

It was noted that while the sign met commercial standards, the Planning Commission had the authority to impose additional restrictions, including size, brightness, and display limitations, as part of the specific use permit. The conversation concluded with a general acknowledgment that while the sign was visually well-designed, some members still felt it might be too large for

the area.

The discussion further centered on modifying the specific use permit for the Church of St. Benedict's digital monument sign. Commissioners debated the appropriate size for the digital display, with some expressing concern that the proposed 46-square-foot digital portion was too large for the area. While the 80-square-foot monument sign was deemed proportional to the building, the commissioners suggested reducing the digital display to 32 square feet to align with the zoning code's baseline for residential areas.

The applicant acknowledged the concerns and indicated that reducing the digital portion to 32 square feet would be acceptable, pending approval from the church. Commissioners considered denying the request, requiring a new application and fee, or modifying it with conditions. Ultimately, they opted to table the item, allowing the applicant time to adjust without additional costs.

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne **Move to continue Item A. 25-240 to the March 13, 2025 meeting** The motion carried by the following vote: Minde Derree Level and Level a Klempa Level Comp. Delevel Comp.

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

B. 25-244 Public hearing, consideration, and possible action regarding PUD-001983-2025 (Planned Unit Development) Bentree Lift Station, 9.60 acres, located approximately one-third mile east of 23rd Street (County Line Road), south of Albany Street (61st Street)

Henry Bibelheimer, Planner II, presented Item B. 25-244, PUD 1983-2025, proposed the development of a sanitary sewer lift station on a 9.6-acre unplatted and undeveloped property located one-third of a mile east of 23rd Street, south of Albany Street. The northern portion (Development Area A) would remain zoned agricultural, while the southern portion (Development Area B) would accommodate the lift station. The minimum lot size for agricultural zoning was five acres, but the northern tract would be reduced to 3.33 acres while maintaining agricultural zoning. Development Area B, designated for the lift station, would have no frontage but would be accessed through a 25-foot mutual access agreement with the owner of Lot 21, Block 1, in the Bintree Subdivision.

Screening requirements included a six-foot opaque fence around the utility facility without a perimeter fence along the property lines. Landscaping standards were modified, increasing the landscape buffer to 15 feet but decreasing the tree requirement to one per 50 linear feet. Access to Development Area A would be from Albany Street. In contrast, Development Area B's access would be limited after the lift station's construction due to an existing creek crossing that made direct arterial street access unfeasible without significant investment.

The proposal aligned with planning provisions by enabling the construction of a necessary utility facility on land otherwise challenging to develop; the lift station was deemed essential to support existing and future growth in the area, and its large tract would minimize obstruction to surrounding land uses. While A-1 zoning did not fully align with the comprehensive plan's Level 2 urban residential designation, utility facilities were permitted within A-1 zoning. The property was outside the 100-year floodplain, and city water and sewer services were available. Staff recommended PUD 1983-2025 approval based on the property's location and surrounding land uses.

Emily Roland, the Environmental Division Manager, explained that while the lift station's construction would involve frequent traffic, its long-term operations would require only occasional maintenance visits by small utility vehicles, likely a few times a week. The PUD was primarily necessary due to the mutual access agreement, ensuring access to the southern lot, which had no direct street frontage. The agreement would remain with the property regardless of ownership.

The site was chosen because a previous lift station in the nearby Bintree neighborhood had been decommissioned due to capacity issues, floodplain concerns, and poor accessibility. The selected location allowed for a setback that minimized its impact on neighbors while remaining close to the gravity sewer line for efficient integration into the system.

A phase one environmental assessment was conducted, and no significant environmental concerns were found, eliminating the need for a more in-depth study. Regarding noise concerns, Roland noted that similar lift stations are often behind residential fences without generating complaints. The station was designed to be set farther back to reduce any potential sound impact.

The previous Bintree lift station had been decommissioned approximately 8-10 years ago, and there was no longer city traffic to that location. The decision to place the new station at this site was practical, avoiding the cost of constructing a bridge over the nearby creek and aligning

Broken Arrow Planning Committee Minutes

with the landowner's development plans. The mutual access agreement had already been secured, ensuring city access to the facility.

Jeremy Brown, an interested party in the northern lot, sought clarification on how the PUD would impact his plans to develop a small family compound with one to three homes. City staff assured him that the PUD would not affect his ability to divide the land into three properties for single-family homes, as the zoning for his property would remain unchanged. The designation of "future development" in the staff report referred to broader planning considerations rather than his specific project, and the work being discussed would not complicate his purchase or building plans.

Mr. Brown also asked about building an auxiliary structure larger than 1,000 square feet under the existing A-1 zoning. He was informed that since the zoning would remain the same, he would still need to comply with the zoning ordinance unless he applied for a separate PUD to modify the requirements. The main change in the PUD pertained to frontage adjustments on the southern end near the Bintree cul-de-sac, which did not impact his property. Satisfied with these clarifications, Mr. Brown thanked the commission for their time.

Bill Kaiser, a resident south of the proposed lift station site, raised concerns about access, screening, and the station's size. He was initially unaware of any access agreement involving his property but was assured that access would be through a neighboring lot to the west. Mr. Kaiser inquired about adding a natural barrier of trees between the lift station and his house. It was explained that the PUD required one tree every 50 feet along the site's perimeter and that a six-foot opaque fence would enclose the lift station itself, though no perimeter fencing around the entire property was planned.

Regarding the lift station's size, city representatives estimated that the fenced area would cover approximately one acre for vehicle access. The structure's height would depend on the final design but was expected to resemble the lift station on 37th Street near 61st. Mr. Kaiser also asked how the city would access the facility. While construction traffic would be frequent, long-term maintenance would be minimal, involving occasional utility visits.

There were additional questions about the access road's surface material. Although no final decision has been made, the road must be an all-weather surface to ensure accessibility during rain. The city confirmed that a gated entrance would be installed to restrict public access and that the mutual access agreement was with the neighboring property, not Mr. Kaiser's. With these clarifications, Mr. Kaiser thanked the city for the information.

Gary Miller, a resident at 2105 North 28th Street and neighbor to Bill Kaiser, sought clarification on the exact location of the lift station within the designated tract. City staff explained that the final design had not yet been determined, but the station would likely be positioned closer to the creek as the existing sewer line ran through that area. The city was still in the early planning stages since construction was not planned for the immediate future.

Mr. Miller expressed concerns about potential odor issues, citing a friend's experience with a lift station near the Broken Arrow Athletic Club. Staff acknowledged that while specific details were unavailable, odor control would be considered, if necessary, particularly for a larger facility. It was noted that technological advances had helped mitigate odor problems at other locations.

He also inquired about construction traffic, confirming that access to the site would be through the Bintree cul-de-sac, increasing temporary traffic flow in the otherwise residential area. Staff reiterated that a gate would be installed at the access point to restrict unauthorized entry once construction was complete. The city displayed a comprehensive plan map to provide a more precise visual reference of the property layout. Satisfied with the information provided, Mr. Miller concluded his questions.

Michael Adsit, a resident at 2104 North 28th Street, expressed concerns about the proposed lift station's visibility, odor, and the impact of construction traffic on the neighborhood, particularly given its proximity to his home. He worried about how the station would look from his front window and how often he would smell it when the north wind blew. He also questioned why construction traffic would have to pass through the residential area rather than accessing the site from 61st Street.

City officials responded that construction projects in residential neighborhoods typically include safety measures such as flaggers to manage traffic. They reassured Mr. Adsit that an opaque six-foot fence and shrubbery would screen the lift station and that its location closer to the creek would help minimize visibility from nearby homes.

Charlie Bright, Director of Engineering and Construction, further clarified that this project was part of long-term regional planning. While there were no immediate plans to design or construct

the lift station, the city was securing land and access for future development. He noted that the new station would be farther from homes than the decommissioned lift station in the area. The facility's placement would also prevent further development behind residents' homes, preserving green space.

The commission acknowledged the concerns about construction traffic but pointed out that prevailing southwest winds would likely help reduce odor issues. City officials assured residents that maintenance traffic would be minimal once construction was completed, typically limited to one or two weekly visits by small utility vehicles. Mr. Bright also confirmed that the city would notify residents through public meetings and official letters when construction eventually began.

Regarding the PUD timeline, the commission confirmed that the project must be initiated within two years, with the possibility of two one-year extensions, making four years the maximum timeframe before a new approval would be required. Mr. Adsit, reassured by the lift station's location near the creek and below the grade of his property, concluded his remarks with no further objections.

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne Move to approve Item B.25-244 PUD-001983-2025 (Planned Unit Development) Bentree Lift Station, 9.60 acres, located approximately one-third mile east of 23rd Street (County Line Road), south of Albany Street (61st Street) The motion carried by the following vote:

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

25-252 Public hearing, consideration, and possible action regarding BAZ-001974- 2025 (Rezoning), Brook Chase IV-V, approximately 33.11 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential), located approximately one-eighth mile west of 23rd Street (193rd Avenue/County Line Road) and one-quarter mile north of Washington Street (91st Street)

Joel Hensley, Senior Planner, presented Item C. 25-252. BAZ 1974-2025 requests to rezone approximately 33.11 acres from A-1 to RS-4 for phases four and five of the Brookchase single-family detached development, located west of 23rd Street and north of Washington Street. The property is currently undeveloped and unplatted. The rezoning is intended to facilitate the creation of single-family homes on individual lots, with all RS-4 dimensional standards being required upon plat submission.

Access to Washington Street and Stub Streets will be mandated, and all streets must meet Broken Arrow's construction standards. The eastern portion of the property falls within the 100-year floodplain per FEMA maps, but city water and sanitary sewer services are available. RS-4 zoning aligns with the comprehensive plan's level three designation for the area. Staff recommended approval of the rezoning, contingent on providing updated legal descriptions and completing the platting process. Updated legal descriptions were received for the rezoning request.

Dave Cocolin, Eagle I Investments, the applicant, confirmed that all floodplain regulations would be followed, as this development was a continuation of the Brookchase project to the south, where similar guidelines had already been adhered to. They stated they had previously developed near the floodplain and would comply with all requirements. There were no plans to pursue a Conditional Letter of Map Revision (CLOMR) to modify the floodplain boundaries.

The discussion addressed concerns about Nashville Street, which was initially constructed to serve businesses in the area. A question was raised about whether those businesses had been notified about potential residential development and the possibility of using Nashville Street for access.

City staff confirmed that businesses within the required 300-foot radius, including Alpha Laval, had been included in the public notice as part of the comprehensive plan amendment process. It was acknowledged that the topic had been discussed at a prior City Council meeting and would likely come up again during further deliberations. Officials emphasized the importance of ensuring businesses were aware of the upcoming residential development and its potential impact on Nashville Street before final approval.

MOTION: A motion was made by Jason Coan, seconded by Jonathan Townsend **Move to** 

- The motion carried by the following vote:
- Aye: 4 -Jonathan Townsend, Jaylee Klemopa, Jason Coan, Robert Goranson
- Nay: 1 -Mindy Payne

C.

D. 25-253 Public hearing, consideration, and possible action regarding PUD-001972- 2025 (Planned Unit Development) Major Amendment, Ferguson Superstore, 28.78 acres, & BAZ-001971-2025 (Rezoning) 1.63 acres RD (Residential Duplex) to CH (Commercial Heavy), generally located at the southeast corner of Elm Place and the Broken Arrow Expressway and one-third mile south of Albany Street (61st Street)

Joel Hensley, Senior Planner, presented Item D. 25-253 PUD 1972-2025 for the applicant, Lou Reynolds, Eller & Detrich, as a significant amendment to PUD 236, covering 28 acres for the Ferguson Superstore expansion at the southeast corner of Elm Place and the Broken Arrow Expressway, one-third mile south of Albany Street. BAZ 1971-2025 is a request to rezone 1.63 acres from RD to CH as part of the development. While most of the property is platted and developed, the eastern section remains undeveloped.

The amendment includes expanding Development Area E from 9.5 to 13.44 acres, increasing the maximum building height from 35 to 40 feet, and modifying access by replacing a cul-desac with a hammerhead turnaround. It revises signage regulations to allow a new key sign. It removes a landscaping compliance footnote, eliminates screening requirements along the stormwater facility boundary, and incorporates architectural design standards from the highway design overlay.

The property is designated as Level 6 in the comprehensive plan, allowing CH zoning. It is within the 100-year floodplain and contains a blue line stream, but city water and sanitary sewer services are available. Staff determined that while the amendment is a significant departure from the original plan, it aligns with its intent and recommended approval of both PUD 1972-2025 and BAZ 1971-2025, contingent on platting.

MOTION: A motion was made by Jonathan Townsend, seconded by Jaylee Klempa.

Move to approve Item D.25-253 PUD-001972- 2025 (Planned Unit Development) Major Amendment, Ferguson Superstore, 28.78 acres, & BAZ-001971-2025 (Rezoning) 1.63 acres RD (Residential Duplex) to CH (Commercial Heavy), generally located at the southeast corner of Elm Place and the Broken Arrow Expressway and one-third mile south of Albany Street (61st Street)

The motion carried by the following vote:

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

- 7. Appeals NONE
- 8. General Commission Business
- A. 25-248 Consideration, discussion, and possible approval regarding SITE-001975-2025 (Site Plan), The Enclave at Southern Trails, 20.49 acres, BAZ-00012-2022 CG (Commercial General), RM (Residential Multifamily), CM (Community Mixed-Use) and PUD-000126-2022, generally located at the southeast corner of Olive Avenue (129th East Avenue) and New Orleans Street (101st Street)

Joel Hensley, Senior Planner, presented Item A. 25-248. The preliminary site plan for the Enclave at Southern Trails, a 20.49-acre commercial mixed-use and multifamily development at the southeast corner of Olive Avenue and New Orleans Street, was submitted for review as part of PUD 1815-2024. The City Council approved this significant amendment to PUD 126-2022 on December 17, 2024. The proposed layout has been reviewed by staff and aligns with the requirements of PUD 1815-2024, though further evaluation is needed for specific dimensional requirements and site calculations.

The applicant, Erik Enyart, Tanner Consulting, seeks confirmation from the Planning Commission and City Council that the conceptual layout meets their expectations before proceeding with complete engineering and building plans. The site plan outlines commercial and multifamily development distribution across three designated areas, and proposed building elevations for the multifamily units are included. Staff recommends approval of the conceptual layout, contingent on a full site plan review to ensure compliance with all applicable codes and ordinances.

Eric Enyart of Tanner Consulting reaffirmed that the current site plan for the Enclave at Southern Trails closely aligns with the previously approved significant amendment to the PUD, with only minor adjustments being made during the engineering design process. He stated that the building elevations presented were consistent with earlier proposals and requested approval of the conceptual site plan to ensure alignment with the Planning Commission and City Council's expectations. This approval would provide confidence as they proceed with engineering design and permitting while maintaining the intended aesthetics of the development. Mr. Enyart agreed with the staff's recommendations.

The discussion highlighted the significant improvements made to the Enclave at Southern

Trails project since its initial proposal two years ago when it faced strong opposition from residents of Rabbit Run Estates and The Lakes. Acknowledging the changes, officials noted that the development had evolved with adjustments such as rotating the buildings 90 degrees, improving landscaping, and incorporating a decorative street fence to screen portions of the property from neighboring residential areas.

The development renderings were praised, with particular appreciation for design elements such as hidden air conditioning units, well-planned building elevations, and the quality of materials used for fencing. The development team, including owner Mark Perkins, architect Tim Homburg, and representatives from NSPJ in Kansas City, was present to address questions.

It was confirmed that communication had occurred with neighboring residents, particularly regarding shared detention facilities. Officials noted the project's improvements, including green spaces, fountains, designated dog parks, and pickleball courts, emphasizing that the final design differed significantly from initial concerns and would result in a well-planned and attractive development.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa Move to approve Item A.25-248 SITE-001975-2025 (Site Plan), The Enclave at Southern Trails, 20.49 acres, BAZ-00012-2022 CG (Commercial General), RM (Residential Multifamily), CM (Community Mixed-Use) and PUD-000126-2022, generally located at the southeast corner of Olive Avenue (129th East Avenue) and New Orleans Street (101st Street)

The motion carried by the following vote:

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

#### 9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action)

Rocky Henkel brought up the joint special meeting with the Planning Commission and City Council on March 4, 2025.

Jonathan Townsend shouted out Jason Coan for his care about lighting and not disturbing residents.

Robert Goranson discussed Timber Ridge Residential, which the City Council sent back to the Planning Commission due to inconsistencies with neighboring Albany 40 development. He asked for aerials comparing the sites/plans of the two developments.

Jason Coan praised City staff for their dedication and hard work during the winter weather the previous week.

Farhad Daroga, Special Projects Manager, discussed the Housing Study to be voted on at the meeting on March 4th.

#### 10. Adjournment

The meeting adjourned at 7:16 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Robert Goranson Move to adjourn The motion carried by the following vote:

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



### **Request for Action**

#### File #: 25-310, Version: 1

#### Broken Arrow Planning Commission 03-13-2025

#### To: Chairman and Commission Members

From: Community Development Department

Title:

Approval of PR-000762-2024|PT-002024-2025, Preliminary Plat, Ferguson Kia, approximately 6.37 acres, 1 Lot, PUD-001972-2025/CH (Commercial Heavy), located approximately at the southeast corner of Elm Place and the Broken Arrow Expressway and one third mile south of Albany Street (61st Street)

Background:	
Applicant:	Erik Enyart, Tanner Consulting
Owner:	Jerry Ferguson, Ferguson Superstore
Developer:	N/A
Engineer:	Tanner Consulting, L.L.C.
Location:	Approximately at the southeast corner of Elm Place and the Broken Arrow
	Expressway and one third mile south of Albany Street (61st Street)
Size of Tract	6.37 acres
Number of Lo	ts: 1
Zoning:	PUD-001972-2025/CH (Commercial Heavy)
Comp Plan:	Level 6 - Regional Employment/Commercial

PT-002024-2025, the preliminary plat for Ferguson Kia which proposes to have 1 lots on 6.37 acres. This property, which at the southeast corner of Elm Place and the Broken Arrow Expressway and south of Albany Street, is zoned PUD-001972-2025/CH and is currently in the process of being developed.

A single Commercial lot is proposed to encompass the majority of the proposed plat, and this lot will meet the minimum standards of the CH zoning district except where modified by the PUD. Additionally, an overland drainage easement is proposed where a blue line steam is located. Primary access to this development will be provided on West Oakland Place with additional temporary turn around easement planned to the east.

According to FEMA maps, none of the property is located in the 100-year floodplain but a blue line stream is present. Water and sanitary sewer are available from the City of Broken Arrow. This preliminary plat was reviewed by the Technical Advisory Committee on March 4, 2025.

#### File #: 25-310, Version: 1

Attachments: Preliminary Plat with Comments

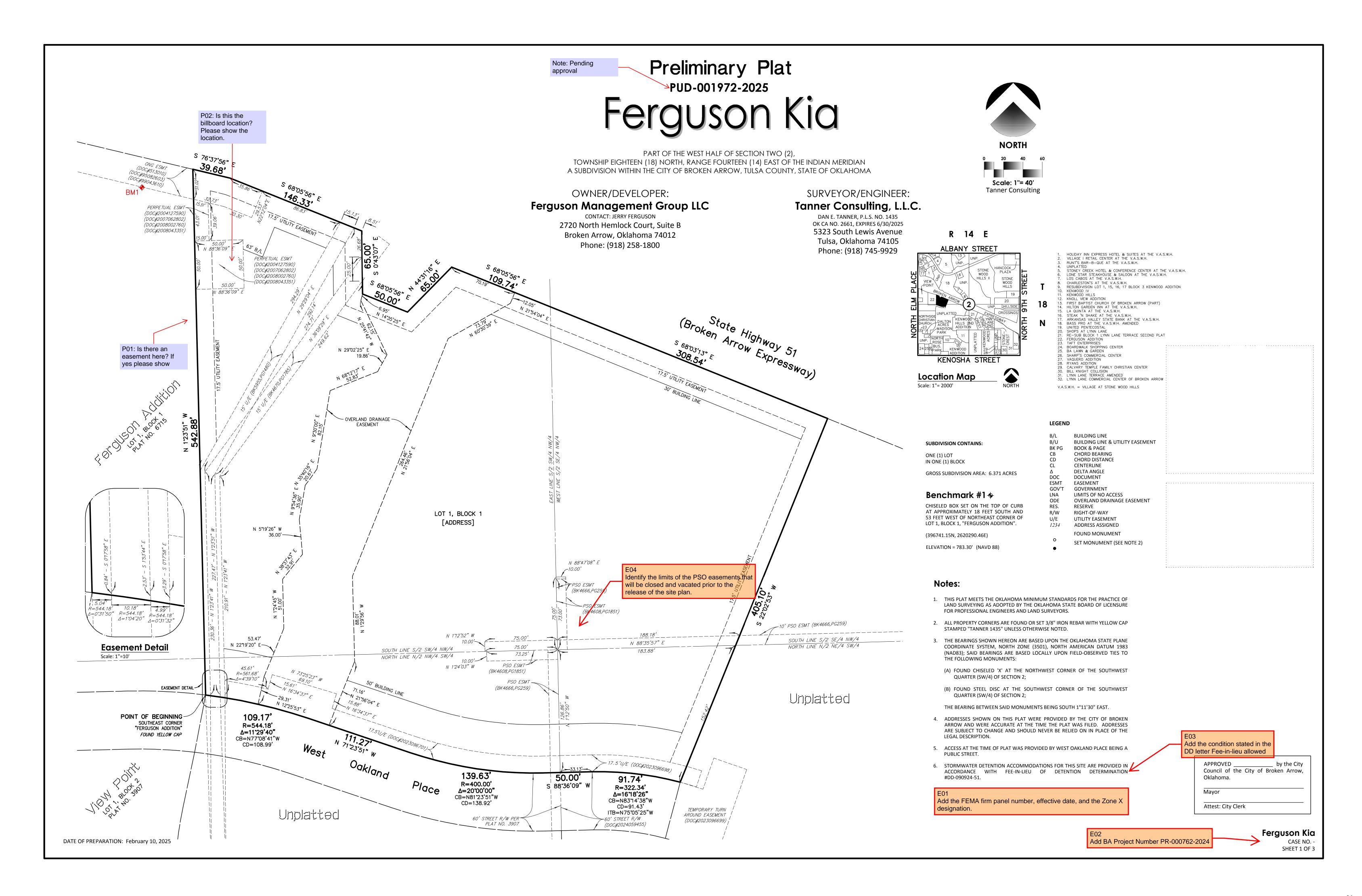
#### Recommendation:

Staff recommends PR-000762-2024|PT-002024-2025, Preliminary Plat for Ferguson Kia be approved subject to the attached comments.

#### Reviewed by: Amanda Yamaguchi

#### Approved by: Rocky Henkel

JTH



# **DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT FERGUSON MANAGEMENT GROUP LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND LOCATED IN THE WEST HALF (W/2) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH. RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN. TULSA COUNTY, STATE OF OKLAHOMA. ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF FERGUSON ADDITION LOT 1. BLOCK 1THENCE NORTH 1°23'51" WEST AND ALONG THE EAST LINE OF SAID LOT FOR A DISTANCE OF 542.88 FEET TO A POINT ON THE PRESENT SOUTH RIGHT-OF-WAY OF OKLAHOMA STATE HIGHWAY 51; THENCE ALONG SAID SOUTH RIGHT-OF-WAY THE FOLLOWING SEVEN (7) COURSES: SOUTH 76°37'56" EAST FOR A DISTANCE OF 39.68 FEET; THENCE SOUTH 68°05'56" EAST FOR A DISTANCE OF 146.33 FEET; THENCE SOUTH 0°43'07" EAST FOR A DISTANCE OF 65.00 FEET; THENCE SOUTH 68°05'56" EAST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 44°31'16" EAST FOR A DISTANCE OF 65.00 FEET; THENCE SOUTH 68°05'56" EAST FOR A DISTANCE OF 109.74 FEET; THENCE SOUTH 68°03'13" EAST FOR A DISTANCE OF 308.54 FEET; THENCE SOUTH 22°02'53" WEST FOR A DISTANCE OF 405.10 FEET TO THE NORTH EAST CORNER OF WEST OAKLAND PLACE RIGHT-OF-WAY; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES THENCE ALONG A 322.34 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH AN INITIAL TANGENT BEARING OF NORTH 75°05'25" WEST, HAVING A CENTRAL ANGLE OF 16°18'26", A CHORD BEARING AND DISTANCE OF NORTH 83°14'38" WEST FOR 91.43 FEET, FOR AN ARC DISTANCE OF 91.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'09" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 400.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 20°00'00", A CHORD BEARING AND DISTANCE OF NORTH 81°23'51" WEST FOR 138.92 FEET, FOR AN ARC DISTANCE OF 139.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 71°23'51" WEST FOR A DISTANCE OF 111.27 FEET TO A POINT OF CURVATURE; THENCE ALONG A 544.18 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 11°29'40", A CHORD BEARING AND DISTANCE OF NORTH 77°08'41" WEST FOR 108.99 FEET, FOR AN ARC DISTANCE OF 109.17 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 277,538 SQUARE FEET OR 6.371 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83);

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, AND SUBDIVIDED INTO ONE (1) LOT IN ONE (1) BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "FERGUSON KIA", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "FERGUSON KIA"). THE CITY OF BROKEN ARROW, OKLAHOMA, MAY HEREINAFTER SOMETIMES BE REFERRED TO AS "CITY OF BROKEN ARROW" OR SIMPLY THE "CITY".

SECTION I. PUBLIC EASEMENTS AND UTILITIES

A. PUBLIC UTILITY EASEMENTS.

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT 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, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE.

1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWERS, STORM SEWERS, AND STORM WATER DRAINAGE FACILITIES LOCATED ON THE LOT.

2. WITHIN THE UTILITY EASEMENTS 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, IN THE JUDGMENT OF THE CITY, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS, SHALL BE PROHIBITED.

3. THE CITY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS, PUBLIC WATER MAINS, AND PUBLIC STORM SEWERS AND APPURTENANCES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY, OR ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND WATER, SANITARY SEWER, AND STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE CITY, OR ITS SUCCESSORS, AND THE OWNER AND SUCCESSIVE OWNERS OF THE LOT AGREE TO BE BOUND BY THESE COVENANTS.

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, 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 UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE 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.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR RESPECTIVE AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE 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 UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS SERVICE FACILITIES. EACH 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 OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, OR GAS SERVICE AND THE OWNER AND SUBSEQUENT OWNERS OF THE LOT AGREE TO BE BOUND HEREBY.

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER HEREBY ESTABLISHES AND GRANTS PERPETUAL OVERLAND DRAINAGE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE OVERLAND DRAINAGE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT. PROVIDED, HOWEVER, THAT WHERE COINCIDENT WITH UTILITY EASEMENTS, CUSTOMARY ABOVE-GROUND UTILITY APPURTENANCES SHALL BE DEEMED NON-OBSTRUCTING AND SHALL BE PERMITTED.

4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES THEREIN LOCATED SHALL BE MAINTAINED BY THE OWNER OF THE LOT CONTAINING THE EASEMENT. AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

5. IN THE EVENT THE OWNER OF ANY LOT AS SUBJECT TO AN OVERLAND DRAINAGE EASEMENT SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE LOT OWNER AS SUBJECT TO THE EASEMENT. IN THE EVENT SUCH OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT; PROVIDED, HOWEVER, THAT THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

WHEREAS, THE PROPERTY COMPRISING FERGUSON KIA WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. PUD-001972-2025 "FERGUSON SUPERSTORE"), BEING A MAJOR AMENDMENT OF AND EXPANSION OF PUD-236 "FERGUSON SUPERSTORE", ALL AS PROVIDED WITHIN THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS THE SAME EXISTED ON JANUARY 21, 2025 (DATE OF APPLICATION FILING), AND

WHEREAS, PUD-236 WAS RECOMMENDED UPON BY THE BROKEN ARROW PLANNING COMMISSION IN 2015 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON JUNE 1, 2015; AND

# **Preliminary Plat**

# PUD-001972-2025 Ferguson Kia

PART OF THE WEST HALF OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

C. UNDERGROUND SERVICE.

#### D. OVERLAND DRAINAGE EASEMENTS

E. PAVING AND LANDSCAPING WITHIN EASEMENTS.

#### SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

Note: Review PUD regulations if approved WHEREAS, A MAJOR AMENDMENT OF AND EXPANSION OF PUD-236, PUD-236A "FERGUSON SUPERSTORE", WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION NOVEMBER 19, 2020 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON DECEMBER 15, 2020, AND EXPIRED ON OR AROUND DECEMBER 15, 2022; AND

WHEREAS, A MAJOR AMENDMENT OF AND EXPANSION OF PUD-236, PUD-001972-2025 "FERGUSON SUPERSTORE", WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING CO \_\_\_\_\_, 2025 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN \_\_\_\_\_, 2025; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY BROKEN ARROW, SUFFICIENT TO ENSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PRO AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE COMPLIANCE WITH PUD-001972-202 MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW

NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENA SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL.

1. DEVELOPMENT IN ACCORDANCE WITH PUD.

FERGUSON KIA SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRI DEVELOPMENT STANDARDS OF THE BROKEN ARROW ZONING ORDINANCE, AS MODIFIED BY PUD-0 OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRIC DEVELOPMENT STANDARDS OF PUD-001972-2025 AS MAY BE SUBSEQUENTLY APPROVED.

#### 2. APPLICABLE ORDINANCE.

THE DEVELOPMENT OF FERGUSON KIA SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT OF THE BROKEN ARROW ZONING ORDINANCE, AS SUCH PROVISIONS EXISTED ON JANUARY 21, 202 APPLICATION FILING).

B. DEVELOPMENT STANDARDS FOR LOT 1, BLOCK 1 (PUD-001972-2025 DEVELOPMENT AREA E).

GROSS LAND AREA:	585,362 SF	13.438 AC
NET LAND AREA:	585,362 SF	13.438 AC

#### PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN THE CH ZONING DISTRICT, PLUS VEHICLE SALES AND ALLOWED BY THIS PUD; PROVIDED, HOWEVER, THE FOLLOWING USES SHALL BE SEXUALLY-ORIENTED BUSINESSES AND MEDICAL MARIJUANA DISPENSARIES.

MAXIMUM FLOOR AREA RATIO:	0.75			
MINIMUM / MAXIMUM BUILDING LOT COVERAGE:	75% MAXIMUM; NO MINIMUM			UM
MAXIMUM BUILDING HEIGHT:	40 FT AND 3 STORIES			
MINIMUM PUBLIC OR PRIVATE STREET FRONTAGE:	100 FT *			
MINIMUM BUILDING SETBACKS: **				
FROM W. OAKLAND PL.:	50 FT			
ABUTTING STATE HIGHWAY 51:	30 FT *	**		
SOUTH ABUTTING STORMWATER DETENTION FACILITY:	17.5 FT	-		
SOUTH ABUTTING A-1 OR PUD-001623-2024:	50 FT			
WEST DEVELOPMENT AREA BOUNDARY:	0 FT **	**		
EAST PUD BOUNDARY (S. OF OAKLAND PLACE):	50 FT			
EAST PUD BOUNDARY (N. OF OAKLAND PLACE):	0 FT **	**		
BOUNDARIES INTERIOR TO DEVELOPMENT AREA:	0 FT **	**		
MINIMUM LANDSCAPING:	10% O	F LOT AR	EA	
MINIMUM PARKING RATIO:	AS ORDIN	PER ANCE	BROKEN	ARROV
MAXIMUM PARKING RESTRICTION:	AS PER		N ARROW ZO	NING OR
MINIMUM LOADING BERTHS:	N/A **	***		

N/A ' OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN CH DISTRICT

- \* ANY INTERIOR LOT HAVING NO FRONTAGE SHALL BE PROVIDED ACCESS TO A PUBLIC STREET EASEMENT(S) APPROVED BY THE CITY OF BROKEN ARROW DURING PLATTING REVIEW.
- \*\* NO BUILDING SHALL BE CONSTRUCTED OVER A UTILITY OR UNDERGROUND PIPELINE EASEME
- \*\*\* SETBACKS WILL BE INCREASED TO MEET THE 50-FOOT SETBACK FROM "HIGH PRESSURE PIPE BROKEN ARROW LAND SUBDIVISION CODE SECTION 4.2.A.
- \*\*\*\* SHALL MEET BUILDING CODE REQUIREMENTS.
- \*\*\*\*\* ANY PROPOSED LOADING BERTH SHALL COMPLY WITH THE BUILDING CODE BUT OTHERWISE GEOMETRIC DESIGNS VARYING FROM ZONING ORDINANCE REQUIREMENTS UPON CITY ARROW REVIEW AND APPROVAL OF THE SITE PLAN.
- C. DEVELOPMENT STANDARDS FOR ALL PUD DEVELOPMENT AREA LOTS.
- 1. ACCESS AND CIRCULATION:

ACCESS TO DEVELOPMENT AREAS "A," "B," AND "C" IS PROVIDED BY NORTH ELM PLACE AND WEST OAKLAND PLACE AND BY INTERNAL PRIVATE DRIVES BETWEEN THEM. ACCESS TO DEVELOPMENT AREAS "D" AND "E" IS PROVIDED BY WEST OAKLAND PLACE. TO SERVE DEVELOPMENT AREA "E" AND THE FUTURE FURNITURE ROW

COMMISSION ARROW ON	INSTRUMENT RIGHT-OF-WAY DEDICATION. DRIVEWAY LOCATIONS AND SEPARATION REQUIREMENTS MAY BE MODIFIED FROM BROKEN ARROW ZONING ORDINANCE REGULATIONS THROUGH THE ENGINEERING VARIANCE PROCESS, AND FINAL PLANS FOR ACCESS WILL BE DETERMINED UPON APPROVAL OF THE PUD SUBDIVISION PLAT AND/OR SITE PLAN.
ORDINANCE THE CITY OF E WITH THE	IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION REGULATIONS, SIDEWALKS SHALL BE CONSTRUCTED AS A PART OF THE WEST OAKLAND PLACE ROADWAY OR AS EACH LOT IS DEVELOPED. SIDEWALKS SHALL BE A MINIMUM OF FIVE (5) FEET IN WIDTH, SHALL BE ADA COMPLIANT, SHALL BE APPROVED BY THE CITY OF BROKEN ARROW, AND SHALL TIE-IN TO OTHER SIDEWALKS ABUTTING SITE BOUNDARIES. ANY SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT.
OVIDING FOR 25 FOR THE V.	2. SIGNS:
ν.	
ANTS WHICH SUCCESSORS	THERE IS AN EXISTING BILLBOARD LOCATED WITHIN THE NORTHWEST CORNER OF DEVELOPMENT AREA "E," WHICH WILL REMAIN. AS AN EXISTING CONDITION, THE BILLBOARD SHALL NOT BE CALCULATED IN ANY SIGN BUDGET REGULATIONS OF THE BROKEN ARROW ZONING ORDINANCE (NUMBER, DISPLAY SURFACE AREA, LOCATION, OR OTHER RESTRICTIONS ON OTHERWISE-PERMITTED SIGNAGE WHEN EXISTING SIGNS ARE PRESENT, ETC.). ALL SIGNAGE FOR DEVELOPMENT AREAS "D" AND "E" SHALL OTHERWISE COMPLY WITH ALL SIGNAGE REGULATIONS OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT THAT ALL FREESTANDING SIGNS SHALL BE LIMITED TO 24 FEET IN HEIGHT, AS REFLECTED IN THE KIA SIGN FAMILY EXHIBIT INCLUDED IN THE APPENDIX, AND 100 SQUARE FEET IN DISPLAY SURFACE AREA. NEW KIA SIGNAGE WILL BE FORTHCOMING DURING THE BUILDING PERMIT STAGE. THE SUPPORT STRUCTURE FOR ALL NEW SIGNS SHALL BE COVERED AND SHALL BE COORDINATED WITH THE EXTERIOR BUILDING MATERIALS OF THE PRINCIPAL BUILDING ON THE LOT.
CTIONS AND 001972-2025, CTIONS AND	INFORMATION ON THE LOCATION, SIZE, AND HEIGHT OF ALL FREESTANDING SIGNS SHALL BE SHOWN ON THE REQUIRED SITE PLAN, OR WITH A SEPARATE SIGN PERMIT APPLICATION, FOR CITY OF BROKEN ARROW REVIEW AND APPROVAL.
	3. PLATTING AND SITE PLAN REQUIREMENTS:
PROVISIONS 25 (DATE OF	WHILE REPRESENTED ON EXHIBIT B "CONCEPTUAL SITE PLAN AND PUD DEVELOPMENT AREAS," FOR PURPOSES OF THIS PUD MAJOR AMENDMENT, THE DEVELOPMENT AREA BOUNDARIES ARE APPROXIMATE AND THE LAND AREAS AND THE BOUNDARIES BETWEEN SUCH DEVELOPMENT AREAS WILL BE ESTABLISHED UPON PLATTING. THE PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BROKEN ARROW SHALL BE A BENEFICIARY THEREOF. UPON PLATTING, NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT UNTIL A SITE PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW AS BEING IN COMPLIANCE WITH THIS PUD AND ALL OTHER APPLICABLE BUILDING AND DEVELOPMENT CODES.
	4. PARKING AND LOADING REQUIREMENTS:
D RENTAL AS EXCLUDED:	ALL DEVELOPMENT WITHIN DEVELOPMENT AREAS "D" AND "E" SHALL MEET MINIMUM REQUIREMENTS FOR PARKING AND LOADING, EXCEPT THAT ANY PROPOSED LOADING BERTH MAY HAVE GEOMETRIC DESIGNS VARYING FROM ZONING ORDINANCE REQUIREMENTS UPON CITY OF BROKEN ARROW REVIEW AND APPROVAL OF THE SITE PLAN.
	5. LANDSCAPING, SCREENING, AND LIGHTING REQUIREMENTS:
ZONING DINANCE	REGARDING DEVELOPMENT AREA "E," THE ABUTTING PROPERTY TO THE EAST IS PRESENTLY ZONED RESIDENTIAL BUT HAS BEEN APPROVED FOR SOME CH ZONING AND PUD-339 "FURNITURE ROW." IF THE AREA TO THE EAST OF DEVELOPMENT AREA "E" STILL HAS RESIDENTIAL ZONING CLASSIFICATION WHEN THAT PART OF DEVELOPMENT AREA "E" IS DEVELOPED, EXCEPTING THE AREA APPROVED FOR CH ZONING, SCREENING AND LANDSCAPING SHALL BE PROVIDED ALONG THE EAST BOUNDARY IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE. THE SOUTH BOUNDARY OF DEVELOPMENT AREA "E" IS FORMED BY THE CITY OF BROKEN ARROW'S REGIONAL STORMWATER DETENTION FACILITY ZONED RM, AND BY A VACANT TRACT ZONED A-1 AND R-2 BUT RECENTLY APPROVED FOR CM ZONING (BAZ-001624-2024) AND PUD-001623-2024 "VEN," A PROPOSED GATED RESIDENTIAL COMMUNITY. BASED ON THESE USES, SCREENING AND LANDSCAPING SHALL BE PROVIDED ALONG THE SOUTH BOUNDARY SHARED WITH APPROVED CM ZONING IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE, BUT NOT ALONG THE REGIONAL STORMWATER DETENTION FACILITY. IN ADDITION TO MEETING THE LANDSCAPING AND SCREENING REQUIREMENTS ALONG THE EAST AND SOUTH BOUNDARIES SPECIFIED IN THIS PARAGRAPH, DEVELOPMENT AREAS "D" AND "E" SHALL MEET THE LANDSCAPING AND LIGHTING REQUIREMENTS OF DEVELOPMENT AREAS "D" AND "E" SHALL MEET THE ZONING ORDINANCE AND WILL BE CONSIDERED. THE USE OF CHAIN LINK OR BARBED WIRE FENCING WITHIN 200 FEET OF A PUBLIC STREET RIGHT-OF-WAY IS PROHIBITED. WITHIN DEVELOPMENT AREAS "D" AND "E" SHALL METTHE ZONING ORDINANCE AND WILL BE CONSIDERED. THE USE OF CHAIN LINK OR BARBED WIRE FENCING WITHIN 200 FEET OF A PUBLIC STREET RIGHT-OF-WAY IS PROHIBITED. WITHIN DEVELOPMENT AREAS "D" AND "E" SHALL MAINTAIN A MINIMUM OF 10% OF LOT AREA AS LANDSCAPED OPEN SPACE.
T BY ACCESS NT.	ALL PROPOSED SECURITY, SCREENING, OR OTHER FENCES, REFUSE COLLECTION RECEPTACLES, LANDSCAPING, AND LIGHTING SHALL BE INCLUDED ON THE SITE PLAN SUBMITTED TO THE CITY OF BROKEN ARROW FOR REVIEW AND APPROVAL.
PELINES" PER	A. LANDSCAPED EDGE
E MAY HAVE	
OF BROKEN	A LANDSCAPED EDGE OF AT LEAST 10 FEET IN WIDTH SHALL BE PROVIDED ALONG BOTH W. OAKLAND [PLACE] AND STATE HIGHWAY 51.

DEVELOPMENT, THE WEST OAKLAND PLACE STREET EXTENSION HAS BEEN DESIGNED, APPROVED, PERMITTED,

AND IS NOW UNDER CONSTRUCTION. WEST / EAST OAKLAND PLACE IS EXPECTED TO CONTINUE FURTHER TO

THE EAST AS THE 'FURNITURE ROW' PROPERTY TO THE EAST DEVELOPS. IN THE INTERIM, THE NEW EAST END

INCLUDES A TEMPORARY "HAMMERHEAD" TURNAROUND WITHIN AN EASEMENT. STREET GEOMETRIES FOR

WEST / EAST OAKLAND PLACE MAY BE MODIFIED FROM BROKEN ARROW REQUIREMENTS DUE TO THE 60'

RIGHT-OF-WAY WIDTH AT WHICH IT WAS PLATTED WITH VIEW POINT, AND EXTENDED BY SEPARATE

Ferguson Kia CASE NO. -SHEET 2 OF 3

# DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

#### ii. TREE REQUIREMENTS

THE NUMBER OF TREES FOR DEVELOPMENT AREA C WILL BE CALCULATED BASED ON ONE TREE FOR EVERY FIFTY LINEAR FEET (50') OF LANDSCAPED EDGE ALONG STATE HIGHWAY 51 (TOTAL OF 9 TREES) AND ONE TREE FOR EVERY FIFTY LINEAR FEET (50') OF LANDSCAPED EDGE ALONG OAKLAND [PLACE] (TOTAL OF 9 TREES). THE NUMBER OF REQUIRED TREES SHALL BE CALCULATED BASED ON THE LINEAR FRONTAGE OF THE PROPERTY AND SHALL BE ROUNDED TO THE NEAREST WHOLE NUMBER. TREES MAY BE GROUPED TOGETHER ALONG THE EASTERN BOUNDARY AS INDICATED ON THE INCLUDED CONCEPTUAL TREE PLAN. ALONG THE STATE HIGHWAY 51 LANDSCAPED EDGE 80% OF THE TREES WILL BE PLANTED ALONG THE RIGHT-OF-WAY WHERE NOT IN CONFLICT WITH THE ONG PIPELINE EASEMENT WITH THE REMAINING 20% PLANTED ALONG THE EASTERN BOUNDARY. TREES SHALL BE TWO-INCH (2") CALIPER MINIMUM AND SHALL BE ON THE CITY'S APPROVED TREE LIST. EXCEPT WHERE THERE ARE CONFLICTS WITH OVERHEAD POWER LINES, ALL TREES SHALL BE MEDIUM TO LARGE TREES.

- iii. ADDITIONAL REQUIREMENT FOR PARKING LOTS AND DRIVES ABUTTING LANDSCAPED EDGE
- (A) WHERE PARKING LOTS AND DRIVES ABUT THE LANDSCAPED EDGE, AND THE LANDSCAPED EDGE IS LESS THAN THIRTY FEET (30') IN WIDTH, ALL PROPOSED DEVELOPMENTS SHALL PROVIDE TEN (10) SHRUBS (THREE (3) GALLON MINIMUM) FOR EVERY FIFTY LINEAL FEET (50') OF ABUTMENT TO THE LANDSCAPED EDGE. THESE SHRUBS SHALL BE PLACED WITHIN THE LANDSCAPED EDGE AND ARE IN ADDITION TO THE REQUIRED NUMBER OF TREES. THE NUMBER OF REQUIRED SHRUBS SHALL BE CALCULATED BASED ON THE LINEAR FRONTAGE OF PARKING LOT/DRIVE ABUTMENT TO THE REQUIRED LANDSCAPED EDGE AND SHALL BE ROUNDED TO THE NEAREST WHOLE NUMBER
- B. INTERIOR PARKING LOT LANDSCAPING

i. IN DEVELOPMENT AREA C, LANDSCAPED AREAS SHALL BE ESTABLISHED AND MAINTAINED IN OFF-STREET PARKING AREAS AS FOLLOWS:

- (A) AT LEAST ONE MEDIUM TO LARGE TREE SHALL BE PLANTED FOR EVERY FIFTEEN (15) CUSTOMER OR EMPLOYEE PARKING SPACES. VEHICLE SALES DISPLAY AREAS ARE EXEMPT FROM THIS REQUIREMENT. THE NUMBER OF REQUIRED TREES SHALL BE ROUNDED TO THE NEAREST WHOLE NUMBER. THESE TREES SHALL BE PLANTED INSIDE OR WITHIN FIFTEEN FEET (15') OF THE PARKING LOT, BUT SHALL NOT BE PLACED IN THE LANDSCAPED EDGE REQUIRED IN SUBSECTION A ABOVE. TREES SHALL BE TWO-INCH (2") CALIPER MINIMUM AND SHALL BE SELECTED FROM THE CITY'S APPROVED TREE LIST.
- (B) A LANDSCAPE ISLAND WITH A PLANTING AREA (MEASURED BACK OF CURB TO BACK OF CURB) AT LEAST TEN FEET (10') IN WIDTH AND EIGHTEEN FEET (18') IN LENGTH SHALL BE PROVIDED ON EACH SIDE OF ALL DRIVES THAT PROVIDE ACCESS FROM THE STREET TO THE PROPERTY.
- (C) ALL PARKING LOT LANDSCAPED AREAS SHALL BE PROTECTED BY A RAISED SIX-INCH (6") CONCRETE CURB. PAVEMENT SHALL NOT BE PLACED CLOSER THAN FOUR AND ONE-HALF FEET (4.5') FROM THE TRUNK OF A TREE.
- (D) NO CUSTOMER OR EMPLOYEE PARKING SPACE SHALL BE LOCATED MORE THAN SEVENTY-FIVE FEET (75') FROM A LANDSCAPED AREA;
- (E) LANDSCAPE ISLANDS SHALL CONTAIN AT LEAST ONE HUNDRED EIGHTY SQUARE FEET (180 SQ.FT.), WITH A MINIMUM WIDTH OF TEN FEET (10'). (F) LANDSCAPE AREAS FROM WHICH PARKING SPACES CAN BE MEASURED SHALL INCLUDE THE
- FOLLOWING: (1) LANDSCAPE ISLANDS MEETING THE APPLICABLE SIZE REQUIREMENTS. HOWEVER, MEASUREMENTS CANNOT BE MADE FROM THE LANDSCAPED EDGE, AS IDENTIFIED IN SECTION 5.2.B.1.A OF THE CITY OF BROKEN ARROW ZONING CODE.
- (2) LANDSCAPE AREAS NEXT TO BUILDINGS THAT ARE AT LEAST THREE FEET (3') IN WIDTH AND CONTAIN AT LEAST ONE HUNDRED (100') SQUARE FEET.

C. BUFFERING OF ADJACENT RESIDENTIAL ZONES AND USES

NO ADJACENT PROPERTY TO DEVELOPMENT AREA C IS CURRENTLY ZONED FOR RESIDENTIAL USE. THE COMPREHENSIVE PLAN INCLUDES NO INDICATION OF RESIDENTIAL LEVEL DEVELOPMENT FOR ANY ADJACENT PROPERTIES.

#### D. IRRIGATION

A DRIP IRRIGATION SYSTEM WILL BE INSTALLED IN DEVELOPMENT AREA C TO WATER ALL REQUIRED TREES IN ACCORDANCE WITH THE ZONING ORDINANCE. THE DEVELOPER WILL IRRIGATE ALL OTHER AREAS MANUALLY TO REDUCE DAMAGE TO VEHICLES ON-SITE.

#### E. EXTERIOR LIGHTING:

DEVELOPMENT AREAS A AND B HAVE EXISTING EXTERIOR LIGHT POLES AND ARE NOT BEING MODIFIED AS PART OF THE PUD. DEVELOPMENT AREA C WILL HAVE EXTERIOR LIGHT POLES THAT SHALL MEET THE REQUIREMENTS LISTED BELOW:

NEW LIGHT POLES IN DEVELOPMENT AREA C SHALL BE LIMITED TO 20 FEET IN HEIGHT PLUS A 2' CONCRETE BASE (MAXIMUM HEIGHT OF 22'). IN ADDITION, ALL OUTDOOR LIGHT FIXTURES SHALL BE SHIELDED TO CONTROL LIGHT SPILLAGE ONTO ADJACENT PROPERTY, ALL LIGHTING PLANS WILL BE ACCOMPANIED BY A PHOTOMETRIC PLAN THAT LIMITS THE LIGHT INTENSITY AT THE PROPERTY LINES TO 3.0 FOOT-CANDLES OR LESS AT THE PERIMETER PROPERTY LINE. AS PER THE ZONING ORDINANCE, NO NEW LIGHT POLES WILL BE LOCATED IN A UTILITY EASEMENT THAT IS ADJACENT TO A STREET OR HIGHWAY UNLESS A WRITTEN LICENSE AGREEMENT FROM ALL THE UTILITY COMPANIES HAS BEEN GRANTED TO THE DEVELOPER

#### 1. ARCHITECTURAL DESIGN AND EXTERIOR BUILDING MATERIALS:

AS WITH DEVELOPMENT AREAS "A," "B," AND "C," BUILDINGS WITHIN DEVELOPMENT AREAS "D" AND "E" MAY USE METAL PANELS OR OTHER NON-MASONRY MATERIALS IF NECESSARY TO MEET THE AUTOMOBILE MANUFACTURER'S ARCHITECTURAL FAÇADE REQUIREMENTS BUT SHALL OTHERWISE COMPLY WITH BROKEN ARROW ZONING ORDINANCE SECTION 5.8. BUILDINGS FOR ANY OTHER DEVELOPMENT TYPE SHALL FULLY COMPLY WITH BROKEN ARROW ZONING ORDINANCE SECTION 5.8. RECOGNIZING THE HIGHWAY DESIGN OVERLAY (HDO) DISTRICT, BUILDING FAÇADES FACING BOTH HIGHWAY 51 AND OAKLAND PLACE SHALL BE PROMINENT BUT DISTINCTIVE, AND SHALL NOT BE REQUIRED TO BE MIRROR IMAGES OF EACH OTHER. HDO REQUIREMENTS ARE OTHERWISE APPLICABLE. BUILDING ELEVATIONS SHALL BE SUBMITTED AS A PART OF THE REQUIRED SITE PLAN FOR CITY OF BROKEN ARROW REVIEW AND APPROVAL.

A. USE OF LAND.

B. SETBACKS.

PLAT.

# Preliminary Plat

# PUD-001972-2025 Ferguson Kia

PART OF THE WEST HALF OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

SECTION III. PRIVATE RESTRICTIONS

THE LOT WITHIN THE SUBDIVISION SHALL BE USED SOLELY FOR THE USES PERMITTED IN THE APPROVED PLANNED UNIT DEVELOPMENT, OR AS THE SAME MAY BE AMENDED.

NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT, NOR SHALL ANY BUILDING ENCROACH UPON ANY UTILITY EASEMENT OR OTHER EASEMENT DEDICATED BY AND DEPICTED ON THE ACCOMPANYING

C. ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS.

ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS MAY BE IMPOSED AND, IF IMPOSED, WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR SIMILARLY-TITLED DOCUMENT. THIS DOCUMENT MAY INCLUDE THE FORMATION OF THE ARCHITECTURAL **REVIEW COMMITTEE.** 

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, 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. PUBLIC EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AND SHALL INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, ANY OWNER OF A LOT, AND THE PROPERTY OWNERS' ASSOCIATION (IF FORMED). IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, ANY OWNER OF A LOT, OR THE PROPERTY OWNERS' ASSOCIATION (IF FORMED) TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. PRIVATE RESTRICTIONS SHALL INURE TO THE BENEFIT OF ANY OWNER OF THE LOT OR SUBDIVIDED PORTION THEREOF AND THE PROPERTY OWNERS' ASSOCIATION (IF FORMED). IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III., IT SHALL BE LAWFUL FOR THE PROPERTY OWNERS' ASSOCIATION (IF FORMED), OR ANY OWNER OF THE LOT OR SUBDIVIDED PORTION THEREOF, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING, OR TO COMPEL COMPLIANCE WITH THE COVENANT. 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. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE PROPERTY OWNERS' ASSOCIATION (IF FORMED), WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED HEREIN AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

#### 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 OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC EASEMENTS AND UTILITIES AND SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY 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, AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS 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. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF AN AMENDMENT TO PUD-001972-2025 BY THE BROKEN ARROW PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION WITH THE COUNTY CLERK.

THE COVENANTS CONTAINED WITHIN SECTION III. PRIVATE RESTRICTIONS AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION OR THE CITY OF BROKEN ARROW MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE LOT OWNER. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS 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 OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, FERGUSON MANAGEMENT GROUP LLC HAS EXECUTED THIS INSTRUMENT ON THIS DAY OF \_\_\_\_\_ 2025.

> FERGUSON MANAGEMENT GROUP LLC AN OKLAHOMA LIMITED LIABILITY COMPANY

[NAME], [TITLE]

STATE OF OKLAHOMA ) ) SS COUNTY OF TULSA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY OF , 2025, PERSONALLY APPEARED , TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF FERGUSON MANAGEMENT GROUP LLC TO THE FOREGOING INSTRUMENT, AS , AND ACKNOWLEDGED TO ME THAT EXECUTED THE SAME AS FREE AND ITS VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES	NOTARY PUBLIC
CERTIFICATE OF SURVEY	
CERTIFY THAT I HAVE CAREFULLY AND A HEREIN DESCRIBED ABOVE, AND THAT T SUBDIVISION WITHIN THE CITY OF BI REPRESENTATION OF A SURVEY MADE O	SSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO I CCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT O THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "FERGUSON ROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND STANDARDS FOR THE PRACTICE OF LAND SURVEYING.
WITNESS MY HAND AND SEAL THIS	DAY OF , 2025.
	BY:
STATE OF OKLAHOMA )	
) SS	

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE. ON THE , 2025, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED 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.

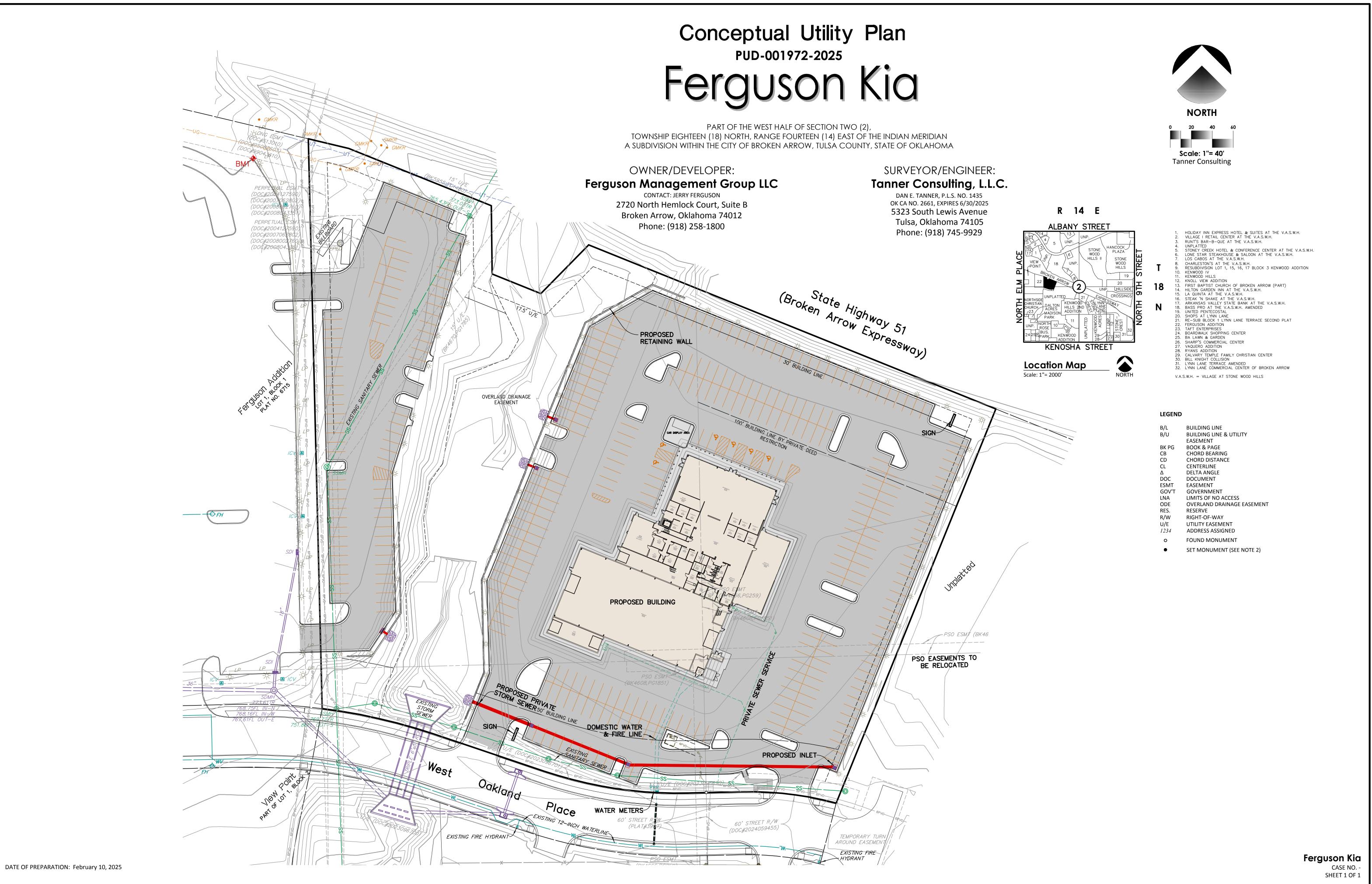
03/08/2028

MY COMMISSION EXPIRES

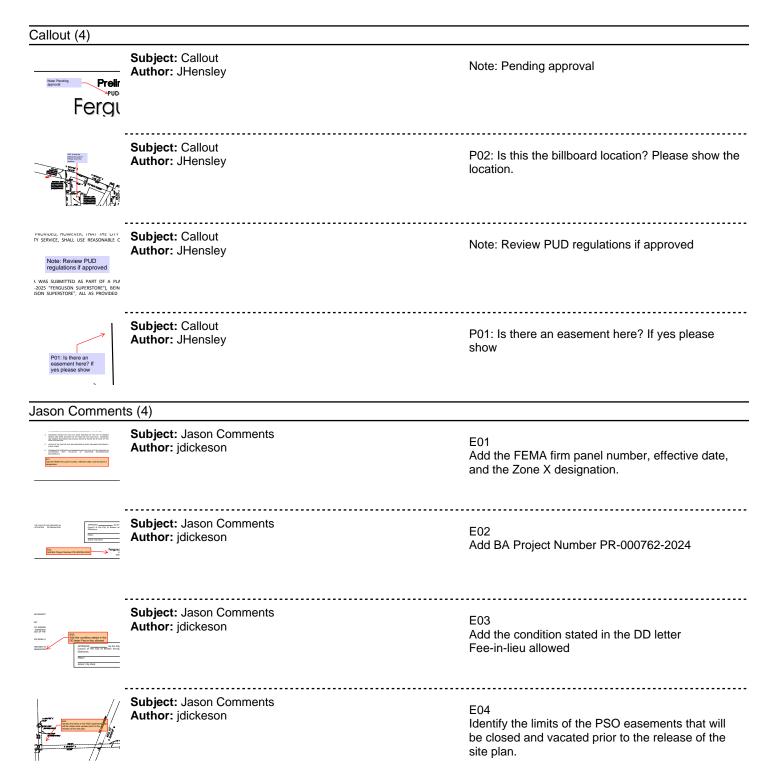
COUNTY OF TULSA

# 12002299 JENNIFER MILLER, NOTARY PUBLIC<sup>7</sup>

> Ferguson Kia CASE NO. -SHEET 3 OF 3



# 24264\_20250210\_Ferguson Kia\_Preliminary Plat\_v1.pdf Markup Summary





## **Request for Action**

#### File #: 25-313, Version: 1

#### **Broken Arrow Planning Commission** 03-18-2025 To: **Chair and Commission Members** From: **Community Development Department** Title: Approval of PR-000671-2024 | PT-002022-2025, Conditional Final Plat, Arrow Forge Innovation District, approximately 92.20 acres, 4 proposed lot, A-1 (Agricultural), located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111<sup>th</sup> Street) **Background: Applicant:** GEODECA, LLC **Owner:** Broken Arrow Economic Development Authority Broken Arrow Economic Development Authority **Developer:** BLK. Inc. **Engineer:** Location: Approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street) Size of Tract Approximately 92.20 acres Number of Lots: **Zoning:** A-1 (Agricultural) **Comp Plan:** Level 3 (Transition area), Level 4 (Commercial/Employment Nodes), and Greenway/Floodplain

PR-000671-2024 | PT-002022-2025 is the conditional final plat for Arrow Forge Innovation District, proposes to have 4 lots on 92.20 acres and is located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street). The property is currently zoned A-1 and is unplatted and undeveloped. Each proposed lot meets the frontage and size requirement of the A-1 zoning district.

Access will be provided by two access points from the Florence Street. The main spine road is to act as a future frontage road connecting to Norfolk Drive to the east.

According to FEMA maps, the western portion of the property is in a 100-year floodplain area. Areas designated as floodplain with be placed in a Reserve Area. Water and sanitary sewer service are available from the City of Broken Arrow. This item was reviewed by the Technical Advisory Committee on March 4, 2025 and recommended for approval.

#### File #: 25-313, Version: 1

Attachments: Checklist Conditional Final Plat & Covenants

#### **Recommendation:**

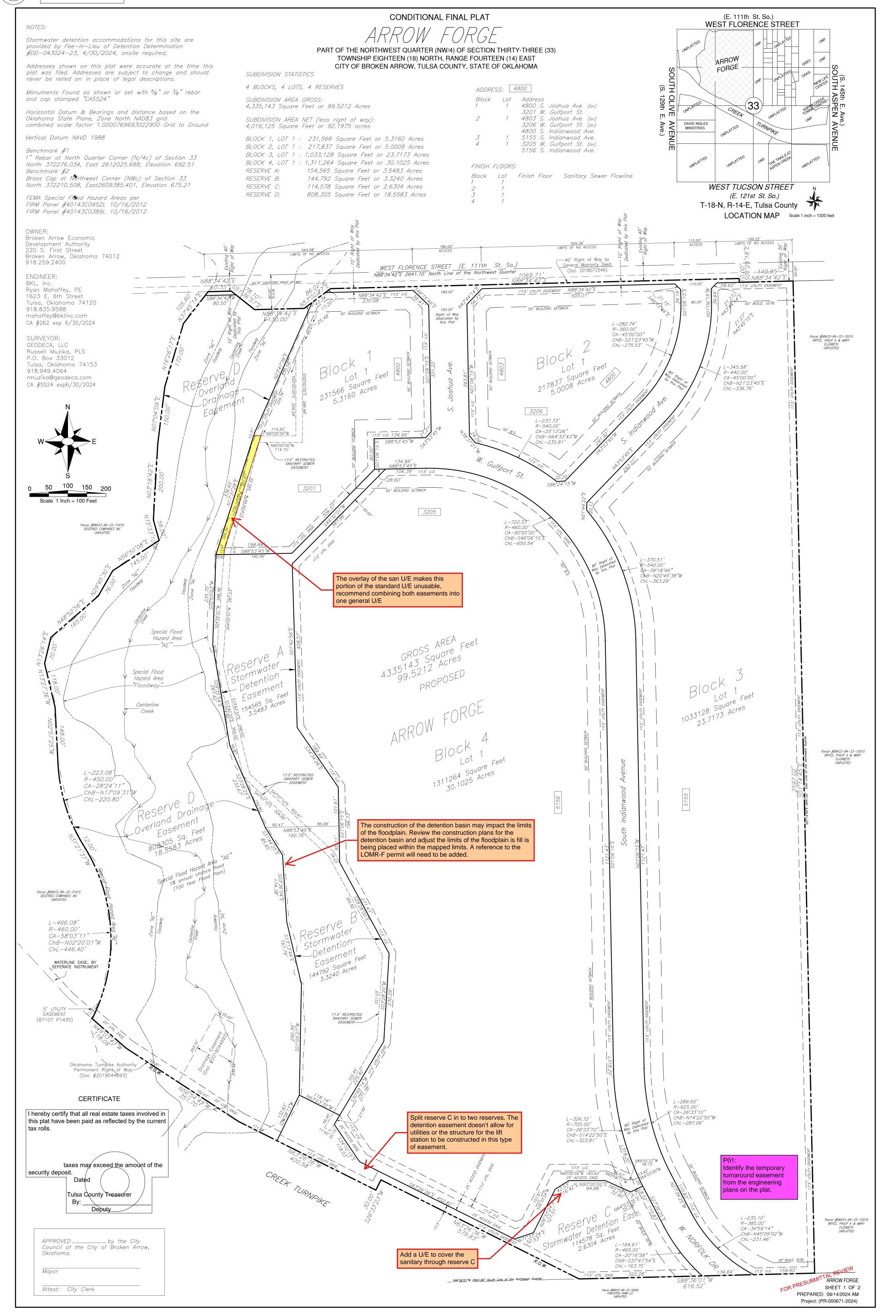
Staff recommends PR-000671-2024 | PT-002022-2025 is the conditional final plat for Arrow Forge, be approved, subject to the attached checklist.

#### Reviewed by: Amanda Yamaguchi

**Approved by: Rocky Henkel** 

# **Conditional Final Plat Checklist**

[1] ARROW FORGE PLAT (ARCH D) (Portrait) (1) (6)				
A Contract of the second secon	<b>Page Label:</b> [1] ARROW FORGE PLAT (ARCH D) (Portrait) (1) <b>Author:</b> jdickeson	Split reserve C in to two reserves. The detention easement doesn't allow for utilities or the structure for the lift station to be constructed in this type of easement.		
	Page Label: [1] ARROW FORGE PLAT (ARCH D) (Portrait) (1) Author: jdickeson	The overlay of the san U/E makes this portion of the standard U/E unusable, recommend combining both easements into one general U/E		
	<b>Page Label:</b> [1] ARROW FORGE PLAT (ARCH D) (Portrait) (1) <b>Author:</b> jdickeson	Add a U/E to cover the sanitary through reserve C		
	<b>Page Label:</b> [1] ARROW FORGE PLAT (ARCH D) (Portrait) (1) <b>Author:</b> jdickeson	The construction of the detention basin may impact the limits of the floodplain. Review the construction plans for the detention basin and adjust the limits of the floodplain is fill is being placed within the mapped limits. A reference to the LOMR-F permit will need to be added.		
P01: Identify the temporary turnaround easement from the engineering plans on the plat.	Page Label: [1] ARROW FORGE PLAT (ARCH D) (Portrait) (1) Author: Amanda	P01: Identify the temporary turnaround easement from the engineering plans on the plat.		
ed this P02: update execution dates to 2025.	Page Label: [1] ARROW FORGE PLAT (ARCH D) (Portrait) (1) Author: Amanda	P02: update execution dates to 2025.		



#### CONDITIONAL FINAL PLAT



PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-THREE (33) TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS ARROW FORGE

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Broken Arrow Development Authority, 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 tract of land that is a part of the Northwest Quarter (NW/4) of Section Thirty-three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract being more particularly described as follows: Commencing at the Northeast Corner of said NW/4; Thence South 1°14'45" East and along the East line of the NW/4, for a distance of 50.00 feet to a point on the present South right-of-way line of West Florence street, said point being the Point of Beginning; Thence continuing South 1°14'45" East and along said East line, for a distance of 2597.02 feet to the Southeast Corner thereof; Thence South 88°36'01" West and along the South line of the NW/4, for a distance of 616.52 feet to a point on the present Northerly right-of-way line of the Creek Turnpike; Thence along said Northerly right-of-way line for the following Five (5) courses: North 63°26'36" West for a distance of 579.83 feet; Thence South 26°33'23" West for a distance of 30.00 feet; Thence North 63°26'36" West for a distance of 400.58 feet; Thence North 56°54'49" West for a distance of 351.70 feet; Thence North 49°03'43" West for a distance of 118.08 feet; Thence Northerly along a 460.00 foot radius non-tangent curve to the left, having an initial tangent bearing of North 26°41'34" East, a central angle of 58°03'11", with a chord bearing and distance of North 2°20'01" West for 446.40 feet, for an arc distance of 466.08 feet to a point of tangency; Thence North 31°21'37" West for a distance of 12.00 feet to a point of curvature; Thence along a 450.00 foot radius curve to the right, having a central angle of 28°24'11", with a chord bearing and distance of North 17°09"31" West for 220.80 feet, for an arc distance of 223.08 feet to a point of tangency; Thence North 2°57'25" West for a distance of 148.00 feet; Thence North 13°27'36" West for a distance of 118.00 feet; Thence North 13°26'14" East for a distance of 70.00 feet; Thence North 48°52'56" East for a distance of 165.00 feet; Thence North 29°45'30" East for a distance of 76.00 feet; Thence North 56°50'08" East for a distance of 145.00 feet; Thence North 15°33'10" West for a distance of 56.00 feet; Thence North 3°18'42" East for a distance of 200.00 feet; Thence North 7°04'09" East for a distance of 150.00 feet; Thence North 16°26'17" East for a distance of 172.00 feet; Thence North 37°45'14" East for a distance of 105.60 feet to point on said South right-of-way line of West Florence street; Thence along the South right-of-way line for the following Seven (7) courses: North 88°34'42" East and parallel with the North line of the NW/4, for a distance of 60.35 feet; Thence South 51°36'57" East for a distance of 78.10 feet; Thence North 88°34'42" East and parallel with said North line, for a distance of 130.00 feet; Thence North 53°02'27" East for a distance of 86.02 feet; Thence North 88°34'42" East and parallel with the North line, for a distance of 1069.71 feet, Thence South 1°25'18" East and perpendicular to the North line, for a distance of 10.00 feet; Thence North 88°34'42" East and parallel with the North line, for a distance of 140.95 feet to the Point of Beginning.

#### 4. OWNER RESPONSIBILITY WITHIN EASEMENTS

The owner of the ARROW FORGE 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. Sidewalks will be constructed at the time a building permit is issued on a lot. Sidewalks along street frontages in reserve areas need to be constructed with the streets.

#### 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.

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 'ARROW FORGE', 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 street rights-of-way as depicted on the accompanying plat. Additionally, 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 rights-of-ways of the public streets, as depicted on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

b. 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 ARROW FORGE shall be responsible for the protection of the

#### 10. MUTUAL ACCESS EASEMENTS

Mutual access easements are required to be provided by all platted lots and lots created by future lot splits or re-plat for the purposes of permitting vehicular and pedestrian access to and from the streets and areas adjacent to and within the "Property". Such easement(s) 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".

#### 11. 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.

#### SECTION II. RESERVE AREA DRAINAGE AND DETENTION EASEMENT

The owner does dedicate Reserve Areas, Overland Drainage and Detention Easement as designated on this plat for the purposes of permitting the flow conveyance, detention, discharge and perpetual drainage of stormwater runoff over and across property as designated on this Plat as approved by the city of Broken Arrow. Detention and other drainage facilities constructed within said reserve, drainage and detention easement area shall be in accordance with standards and specifications approved by the city of Broken Arrow. No fence, wall, building or other obstruction may be placed or maintained in the detention easement area nor shall there be any alteration of the grades or contours in such easement area unless approved by engineering and construction department of the city of Broken Arrow. The Owner/Developer of ARROW FORGE is permitted to install landscaping, lighting, signage, and irrigation systems in Reserve. It is also expressly understood that the maintenance of Reserve, is the responsibility of the Owner/Developer of ARROW FORGE. The City of Broken Arrow shall have no liability for any damage to, including but, not limited to signage, lighting, landscaping, or irrigation systems within Reserve. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the Broken Arrow Development Authority.

#### 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 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 Broken Arrow Development Authority.

2. Broken Arrow Development Authority, 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 Broken Arrow Development Authority and filed in the office of the Tulsa County Clerk.

3. 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 or any part thereof that's set forth herein which shall remain in full force and effect.

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 ARROW FORGE 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.

#### 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.

instrument on this	day of		_, 2024.	P02:
	Broken Arrc	w Development	Authority	update execution dates to 2025.
	By:	Manager		
STATE OF OKLAHOMA ) )SS				
)SS COUNTY OF TULSA )				
This instrument was ackr	nowledged before me	e on this	day of _	2024,
	)у	_ for Broken	Arrow Develo	oment Authority
Ł				
t				
Ł	Notary Public			

#### 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 "ARROW FORGE 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, 2026

STATE OF OKLAHOMA	)
COUNTY OF TULSA	)SS

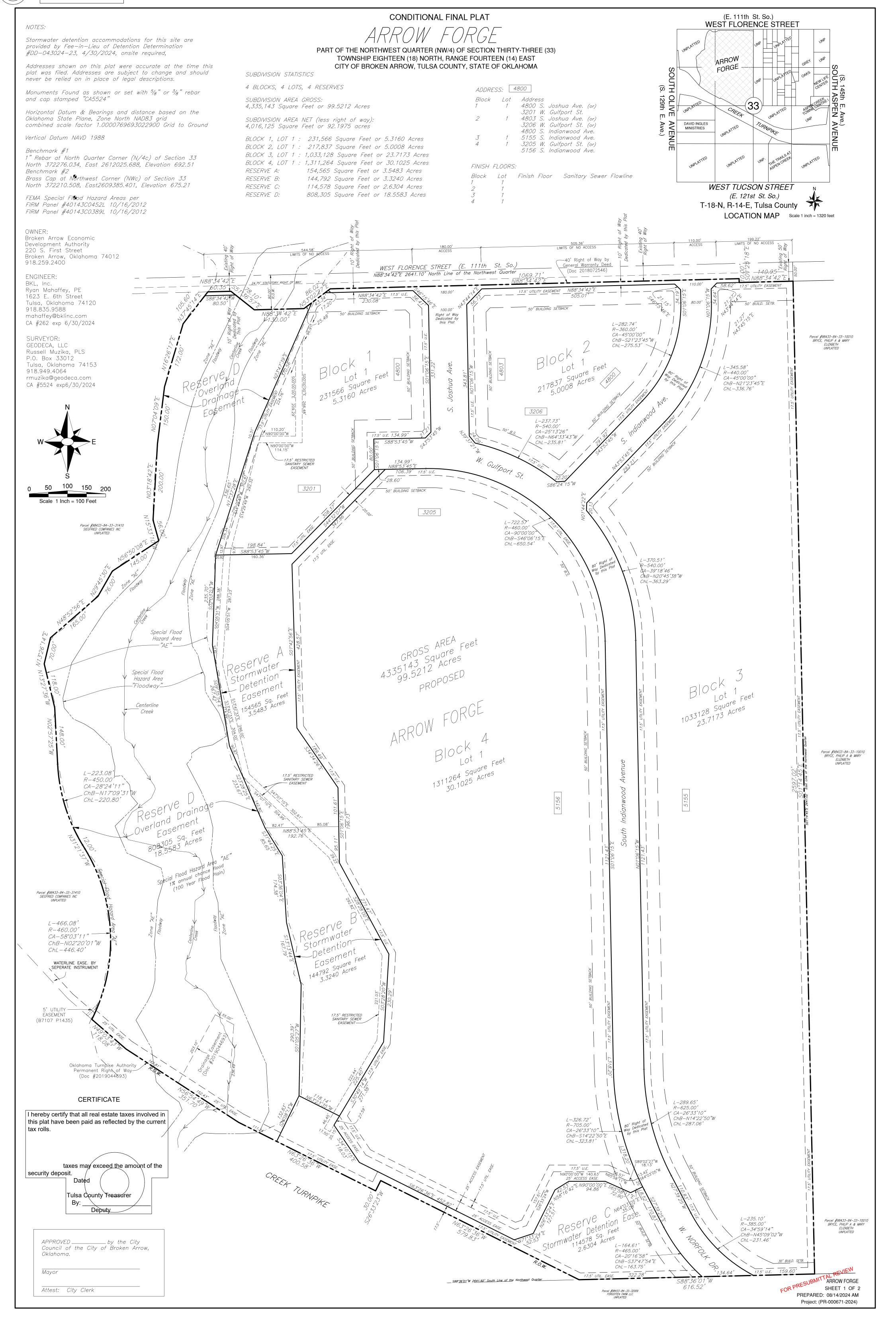
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2024,

by \_\_\_\_\_ for Russell M. Muzika

Notary Public

My Commission expires:

FOR PRESUBMITTAL REVIEW ARROW FORGE SHEET 2 OF 2 PREPARED: 08/14/2024 AM Project: (PR-000671-2024)



#### CONDITIONAL FINAL PLAT



PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-THREE (33) TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS ARROW FORGE

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Broken Arrow Development Authority, 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 tract of land that is a part of the Northwest Quarter (NW/4) of Section Thirty-three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract being more particularly described as follows: Commencing at the Northeast Corner of said NW/4; Thence South 1°14'45" East and along the East line of the NW/4, for a distance of 50.00 feet to a point on the present South right-of-way line of West Florence street, said point being the Point of Beginning; Thence continuing South 1°14'45" East and along said East line, for a distance of 2597.02 feet to the Southeast Corner thereof; Thence South 88°36'01" West and along the South line of the NW/4, for a distance of 616.52 feet to a point on the present Northerly right-of-way line of the Creek Turnpike; Thence along said Northerly right-of-way line for the following Five (5) courses: North 63°26'36" West for a distance of 579.83 feet; Thence South 26°33'23" West for a distance of 30.00 feet; Thence North 63°26'36" West for a distance of 400.58 feet; Thence North 56°54'49" West for a distance of 351.70 feet; Thence North 49°03'43" West for a distance of 118.08 feet; Thence Northerly along a 460.00 foot radius non-tangent curve to the left, having an initial tangent bearing of North 26°41'34" East, a central angle of 58°03'11", with a chord bearing and distance of North 2°20'01" West for 446.40 feet, for an arc distance of 466.08 feet to a point of tangency; Thence North 31°21'37" West for a distance of 12.00 feet to a point of curvature; Thence along a 450.00 foot radius curve to the right, having a central angle of 28°24'11", with a chord bearing and distance of North 17°09"31" West for 220.80 feet, for an arc distance of 223.08 feet to a point of tangency; Thence North 2°57'25" West for a distance of 148.00 feet; Thence North 13°27'36" West for a distance of 118.00 feet; Thence North 13°26'14" East for a distance of 70.00 feet; Thence North 48°52'56" East for a distance of 165.00 feet; Thence North 29°45'30" East for a distance of 76.00 feet; Thence North 56°50'08" East for a distance of 145.00 feet; Thence North 15°33'10" West for a distance of 56.00 feet; Thence North 3°18'42" East for a distance of 200.00 feet; Thence North 7°04'09" East for a distance of 150.00 feet; Thence North 16°26'17" East for a distance of 172.00 feet; Thence North 37°45'14" East for a distance of 105.60 feet to point on said South right-of-way line of West Florence street; Thence along the South right-of-way line for the following Seven (7) courses: North 88°34'42" East and parallel with the North line of the NW/4, for a distance of 60.35 feet; Thence South 51°36'57" East for a distance of 78.10 feet; Thence North 88°34'42" East and parallel with said North line, for a distance of 130.00 feet; Thence North 53°02'27" East for a distance of 86.02 feet; Thence North 88°34'42" East and parallel with the North line, for a distance of 1069.71 feet, Thence South 1°25'18" East and perpendicular to the North line, for a distance of 10.00 feet; Thence North 88°34'42" East and parallel with the North line, for a distance of 140.95 feet to the Point of Beginning.

#### 4. OWNER RESPONSIBILITY WITHIN EASEMENTS

The owner of the ARROW FORGE 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. Sidewalks will be constructed at the time a building permit is issued on a lot. Sidewalks along street frontages in reserve areas need to be constructed with the streets.

#### 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.

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 'ARROW FORGE', 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 street rights-of-way as depicted on the accompanying plat. Additionally, 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 rights-of-ways of the public streets, as depicted on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

b. 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 ARROW FORGE shall be responsible for the protection of the

#### 10. MUTUAL ACCESS EASEMENTS

Mutual access easements are required to be provided by all platted lots and lots created by future lot splits or re-plat for the purposes of permitting vehicular and pedestrian access to and from the streets and areas adjacent to and within the "Property". Such easement(s) 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".

#### 11. 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.

#### SECTION II. RESERVE AREA DRAINAGE AND DETENTION EASEMENT

The owner does dedicate Reserve Areas, Overland Drainage and Detention Easement as designated on this plat for the purposes of permitting the flow conveyance, detention, discharge and perpetual drainage of stormwater runoff over and across property as designated on this Plat as approved by the city of Broken Arrow. Detention and other drainage facilities constructed within said reserve, drainage and detention easement area shall be in accordance with standards and specifications approved by the city of Broken Arrow. No fence, wall, building or other obstruction may be placed or maintained in the detention easement area nor shall there be any alteration of the grades or contours in such easement area unless approved by engineering and construction department of the city of Broken Arrow. The Owner/Developer of ARROW FORGE is permitted to install landscaping, lighting, signage, and irrigation systems in Reserve. It is also expressly understood that the maintenance of Reserve, is the responsibility of the Owner/Developer of ARROW FORGE. The City of Broken Arrow shall have no liability for any damage to, including but, not limited to signage, lighting, landscaping, or irrigation systems within Reserve. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the Broken Arrow Development Authority.

#### 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 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 Broken Arrow Development Authority.

2. Broken Arrow Development Authority, 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 Broken Arrow Development Authority and filed in the office of the Tulsa County Clerk.

3. 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 or any part thereof that's set forth herein which shall remain in full force and effect.

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 ARROW FORGE 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.

#### 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.

				has executed this	
instrument on this	do	ay of		_, 2024.	
		Broken Ar	row Developmen	t Authority	
		By:	Manager		
STATE OF OKLAHOMA	)				
COUNTY OF TULSA	)SS )				
This instrument wo	ıs acknowledg	ged before r	ne on this	day of	_ 2024,
	by		for Broken	Arrow Development	Authority
	Notary	Public			
	My Cor	nmission expir	65.		

#### 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 "ARROW FORGE 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, 2026

STATE OF OKLAHOMA	)
	)SS
COUNTY OF TULSA	)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2024,

by \_\_\_\_\_ for Russell M. Muzika

Notary Public

My Commission expires:

FOR PRESUBMITTAL REVIEW ARROW FORGE SHEET 2 OF 2 PREPARED: 08/14/2024 AM Project: (PR-000671-2024)



## **Request for Action**

#### File #: 25-317, Version: 1

#### Broken Arrow Planning Commission 03-13-2025

To: From: Title:	Chairman and Commission Members Community Development Department		
	Approval of LOT-002002-2025, Bentree Lift Station, 1 lot to 2 lots, 9.60 acres, located approximately one-third mile east of 23rd Street (County Line Road), south of Albany Street (61st Street)		
Background:			
Applicant:	City of Broken Arrow, Engineering and Construction		
Owner:	John M. Spoon		
<b>Developer:</b>	City of Broken Arrow		
Surveyor:	City of Broken Arrow		
Location:	One-third mile east of 23rd Street (County Line Road), south of Albany Street (61st		
	Street)		
Size of Tract	9.60 acres		
Number of Lots:	(1 Lot) 2 proposed		
Zoning:	A-1/PUD-1983-2025		
<b>Comp Plan:</b>	Level 2 (Urban Residential)		

Lot Split request LOT-002002-2025 involves 9.60 acres which is currently unplatted. The property is located approximately one-third mile east of 23rd Street (County Line Road), south of Albany Street (61st Street). The applicant is requesting this split to facilitate the development of a City of Broken Arrow sanitary sewer lift station on the south portion of the property. The north parcel (Development Area A) is to remain zoned agricultural and be used as permitted by the zoning ordinance.

PUD-001983-2025 is expected to be approved by the City Council on March 18, 2025. The PUD provided minimum lot area and frontage requirements as shown below. All lots created by this lot split meet the dimensional requirements of the PUD.

	Lot A	Lot B
Minimum Area:	3.33 acres	6.27
Minimum Frontage:	329 feet	0 feet

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

#### File #: 25-317, Version: 1

LOT-002002-2025 was discussed by the Technical Advisory Committee on March 3, 2025. Oklahoma Natural Gas (ONG), Public Service Company of Oklahoma (PSO), Windstream, and Cox Communications did not indicate any issues with the proposed lot split.

Attachments:	Case map
	Aerial
	Legal Descriptions

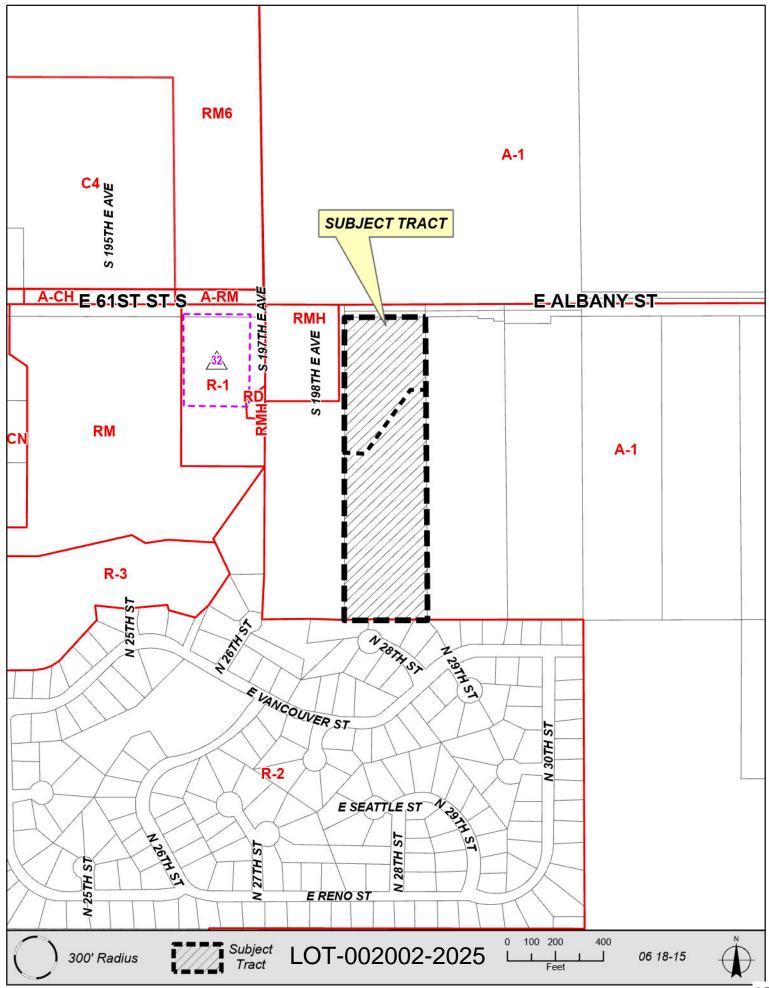
#### **Recommendation:**

Staff recommends LOT-002002-2025 be approved, subject to new warranty deeds for all parcels being brought simultaneously to the Planning & Development Division to be stamped prior to being recorded in Wagoner County and City Council approval of PUD-001983-2025.

Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel

ALY





## **GENERAL WARRANTY DEED**

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, between DANNY AND SANDRA NGUYEN, husband and wife, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

## **SEE EXHIBIT "A"**

#### EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Return to: City of Broken Arrow City Clerk PO Box 610 Broken Arrow, OK 74013

Danny Nguyen

Sandra Nguyen

Engineer: \_\_\_\_\_ Checked: \_ Project: ROW property at NW Corner 9th/New Orleans NOTARY PUBLIC

Approved as to Substance: CITY of Broken Arrow, Oklahoma, A municipal corporation

Michael L. Spurgeon, City Manager

day of

) )§

STATE OF OKLAHOMA

COUNTY OF \_\_\_\_

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_, 2022, personally appeared Danny and Sandra Nguyen, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

Approved as to Form:

A municipal corporation

CITY of Broken Arrow, Oklahoma,

Assistant City Attorney

City Clerk

Attest:

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## **GENERAL WARRANTY DEED**

THIS INDENTURE is made this \_\_\_\_ day of \_\_\_\_\_\_, 2022, between DANNY AND SANDRA NGUYEN, husband and wife, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

## **SEE EXHIBIT "A"**

#### EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Return to: City of Broken Arrow City Clerk PO Box 610 Broken Arrow, OK 74013

Danny Nguyen

Sandra Nguyen

City Clerk

Attest:

Michael L. Spurgeon, City Manager

Approved as to Substance: CITY of Broken Arrow, Oklahoma, A municipal corporation

## NOTARY PUBLIC

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of \_\_\_\_\_, 2022, personally appeared Danny and Sandra Nguyen, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

Approved as to Form: CITY of Broken Arrow, Oklahoma, A municipal corporation

Assistant City Attorney

Engineer: \_\_\_\_\_ Checked: \_ Project: ROW property at NW Corner 9th/New Orleans

STATE OF OKLAHOMA ) )§ COUNTY OF \_\_\_\_

## LOT SPLIT LEGAL DESCRIPTIONS

Παρτ οφ Γοτερμεντ Λοτ 3 οφ Σεχ.6, Τ18Ν, Ρ15Ε, Χιτψ οφ Βροκεν Αρροω Ωαγονερ Χουντψ

PARENT TRACT General Warranty Deed Book, 1830, Page 328

The West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma

## NORTH TRACT

A Tract of Land that is a part of the West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of Government Lot 3; thence along the North line of Section 6, S88°53'47"W a distance of 657.70 feet; thence along the East Line of the West 10 ac. of the East 29.97 ac. of Lot 3, S01°19'39"E a distance of 50.00 feet to the Point of Beginning; thence continuing S01°19'39"E a distance of 303.75 feet; thence S88°40'21"W a distance of 65.00 feet; thence S34°10'10"W a distance of 325.93 feet; thence S88°41'13"W a distance of 75.00 feet; thence along the West Line of the East 29.97 ac. of Lot 3, N01°18'47"W a distance of 570.37 feet; thence along the South line of a Right of Way conveyed in a General Warranty Deed filed 01/08/2021 in Book 2651, Page 256 at the office of the Wagoner County Clerk, N88°53'47"E a distance of 329.11 feet to the Point of Beginning.

having an area of 145192 Square Feet, 3.3332 Acres

Bearings based on Oklahoma State Plane Zone North (NAD83) Grid

## SOUTH TRACT

A Part of the West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of Government 3; thence along the North line of Section 6, S88°53'47"W a distance of 657.70 feet; thence along the East Line of the West 10 ac. of the East 29.97 ac. of Lot 3, S01°19'39"E a distance of 353.75 feet to the Point of Beginning; thence S88°40'21"W a distance of 65.00 feet; thence S34°10'10"W a distance of 325.93 feet; thence S88°41'13"W a distance of 75.00 feet; thence along the West Line of the East 29.97 ac. of Lot 3, S01°18'47"E a distance of 700.08 feet; thence along the South Line of Government Lot 3, N88°52'13"E a distance of 329.43 feet; thence N01°19'39"W a distance of 966.55 feet to the Point of Beginning.

having an area of 273105 Square Feet, 6.2696 Acres

Bearings based on Oklahoma State Plane Zone North (NAD83) Grid

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Russell M. Muzika, Ok. PLS No. 1603 December 17, 2023 GEODECA LLC, P.O. Box 33012, Tulsa Okla. 74153 (918) 949 4065 CA # 5524 renewal date 6/30/202





## **Request for Action**

## File #: 25-309, Version: 1

## Broken Arrow Planning Commission 03-13-2025

To: From: Title:	Chairman and Commission Members Community Development Department
	Approval of LOT-002023-2025 Vandever East, 1 lot to 2 lots, 3.34 acres, Commercial General (CG), PUD-4C, and UG3+, located approximately northeast of the northeast corner of New Orleans Street (101 <sup>st</sup> Street) and Elm Place (161 <sup>st</sup> E. Avenue)
<b>Background:</b>	
Applicant:	Robert Gretchell
Owner:	Ward Seibert
<b>Developer:</b>	SVR Investments
Surveyor:	White Surveying
Location:	Northeast of the northeast corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue)
Size of Tract	3.34 acres
Number of Lots:	2 proposed
Zoning:	Commercial General (CG), PUD-4C, and UG3+,
Comp Plan:	Level 4 (Commercial/Employment Nodes)

Lot Split request LOT-002023-2025 involves 3.34 acres platted as part of Lot 1 Block 1 Vandever East enter Plat. The property is located approximately Northeast of the northeast corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue). The applicant is requesting this split to sell part of the shopping center.

PUD-4 was approved by the City Council in 1977, but PUD-4 and the subsequent amendments do not change the lot frontage requirement. Since the lot frontage is not modified by the Planned Unit Development (PUD), then the site is regulated by the base zoning ordinance. The New Orleans Square (NOS) Overlay was adopted by City Council on February 15<sup>th</sup>, 2022. The NOS overlay district does modify the minimum frontage requirements, therefore setting the frontage requirement for the site. This property designated as UG3+ by the New Orleans Square Overlay district.

UG3+ has a minimum frontage of 125' and does not have a minimum area requirement. Tract A has 30' of frontage onto Elm, with one section of 28' and one section of 67', which provides a total of 125', which is the minimum.

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	NOS Overlay UG3+	Tract A	Tract B
Minimum Area:	NA	1.78 Acres	2.24 Acres
Minimum Frontage:	125	125'	136'
Parking:		Required: 31	Required: 33
		Provided: 57	Provided: 62

According to FEMA Maps, none of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available to each lot.

LOT-002023-2025 was discussed by the Technical Advisory Committee on March 4<sup>th</sup>, 2025. Oklahoma Natural Gas (ONG), Public Service Company of Oklahoma (PSO), Windstream, and Cox Communications did not indicate any issues with the proposed lot split.

Attachments: Case map Aerial Vandever East Center Plat Exhibit

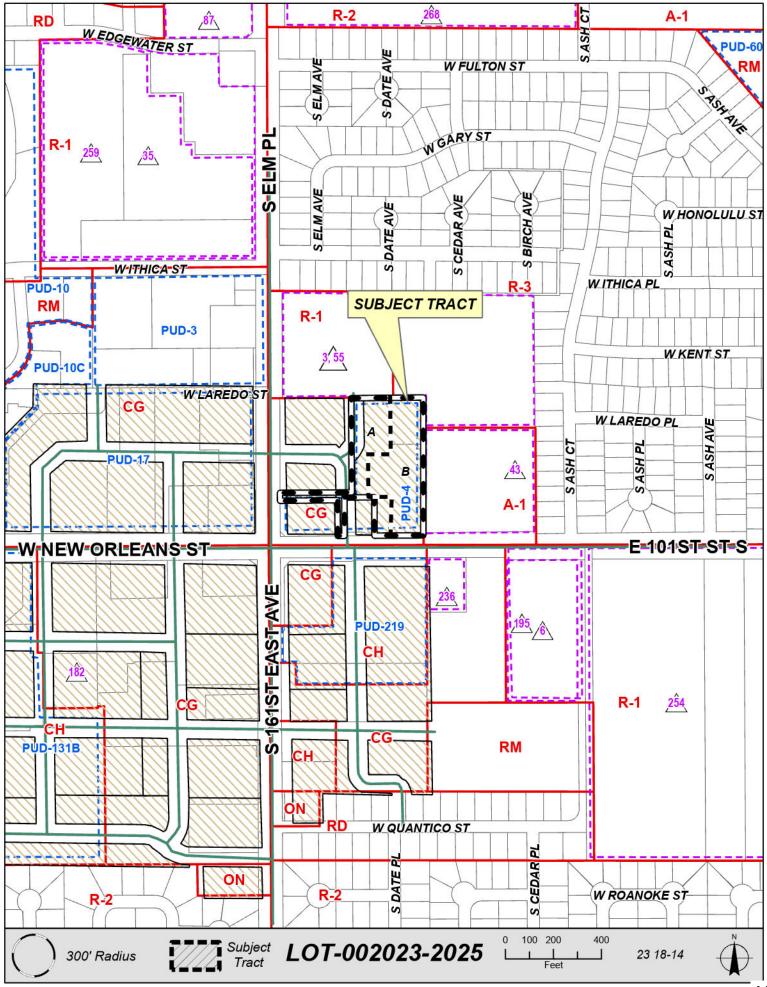
## **Recommendation:**

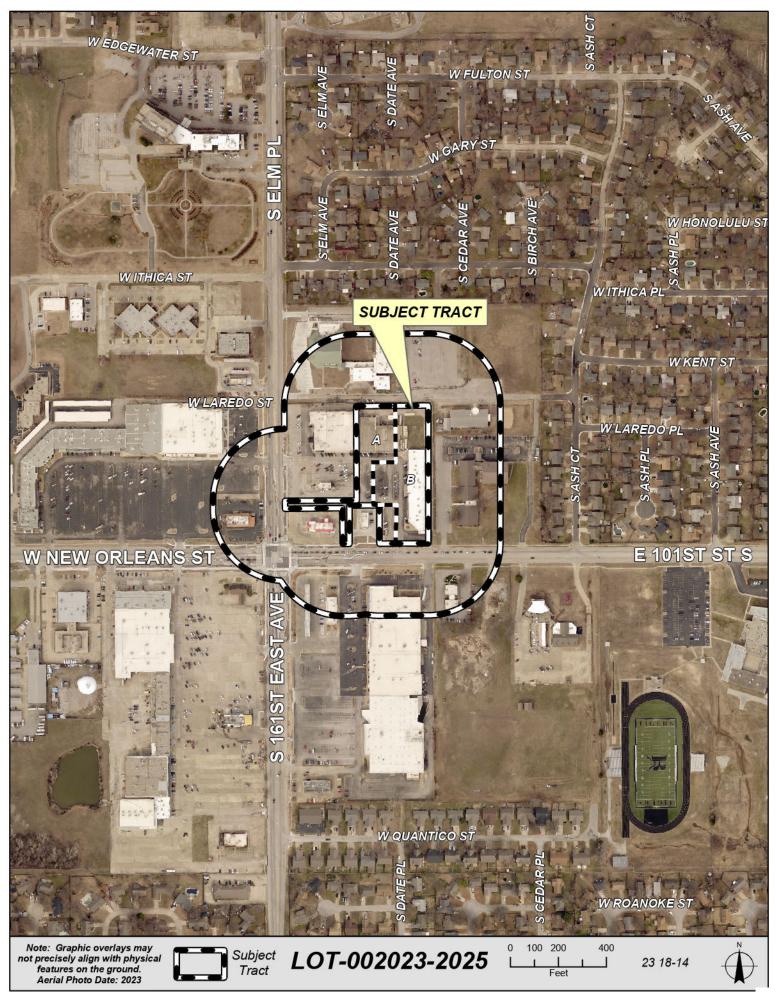
Staff recommends LOT-002023-2025 be approved, subject to new warranty deeds for all parcels being brought simultaneously to the Planning & Development Division to be stamped prior to being recorded in Tulsa County.

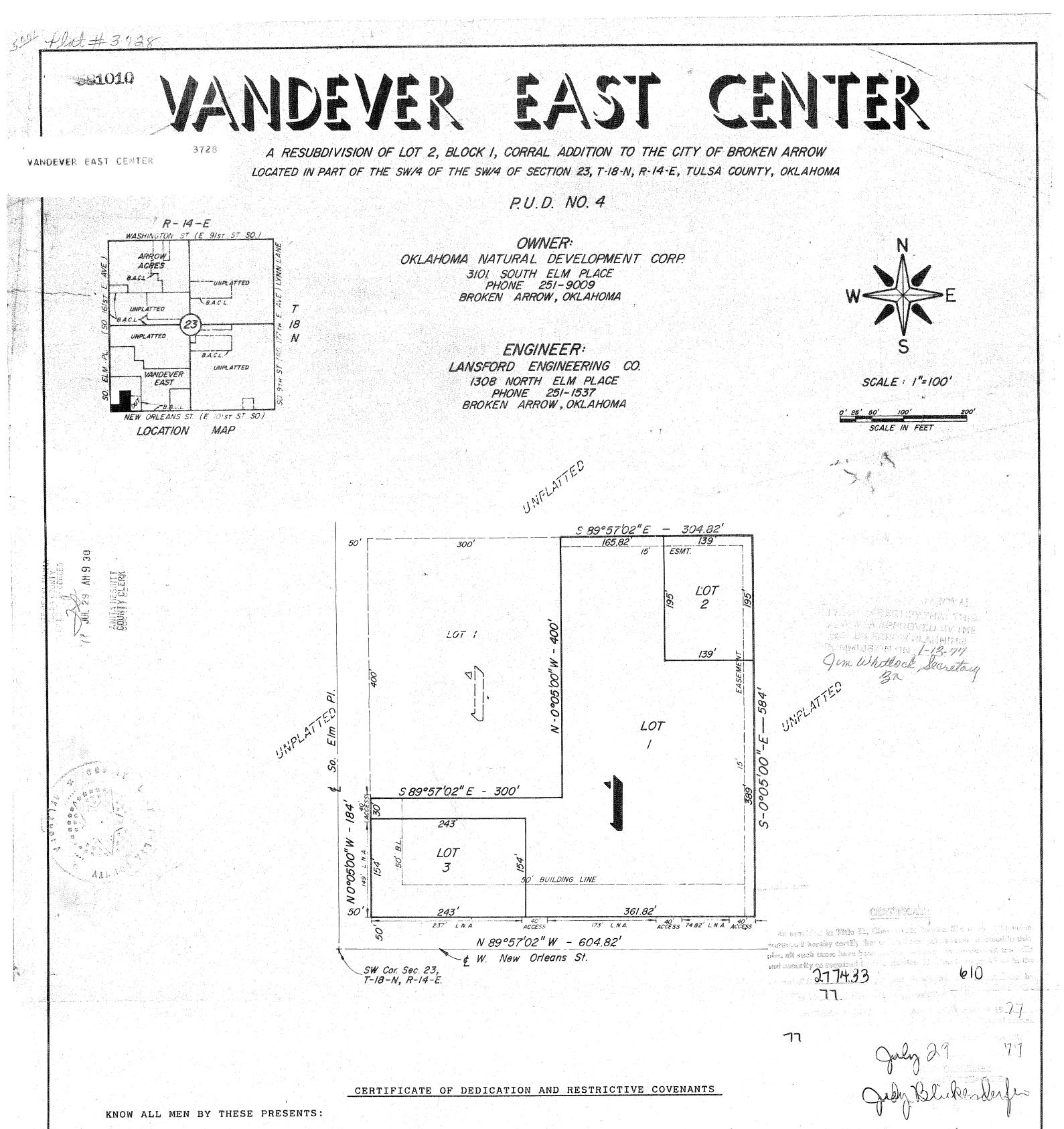
Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel

HMB







The undersigned, OKLAHOMA NATURAL DEVELOPMENT CORPORATION, A Delaware corporation, (hereinafter called the "OWNERS"), the record owner of the following described real estate situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, (hereinafter called the "ADDITION"), to-wit:

All of Lot 2, Block 1, CORRAL ADDITION to the City of Broken Arrow, Tulsa County Oklahoma, according to the recorded plat thereof.

hereby certify that they have caused the same to be surveyed into blocks and lots in conformity to the plat attached hereto which they hereby adopt as the plat of the Addition under the name of "VANDEVER EAST CENTER", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

And whereas the Addition was processed as Planned Unit Development Number <u>4</u> pursuant to Article 6A of Ordinance 302 of the City of Broken Arrow as revised by Ordinances 500 and 535 of the same, which Planned Unit Development number <u>4</u> was approved by the Broken Arrow Planning Commission on <u>January 13, 1977</u>, and by the Broken Arrow City Council on <u>January 17, 1977</u>.

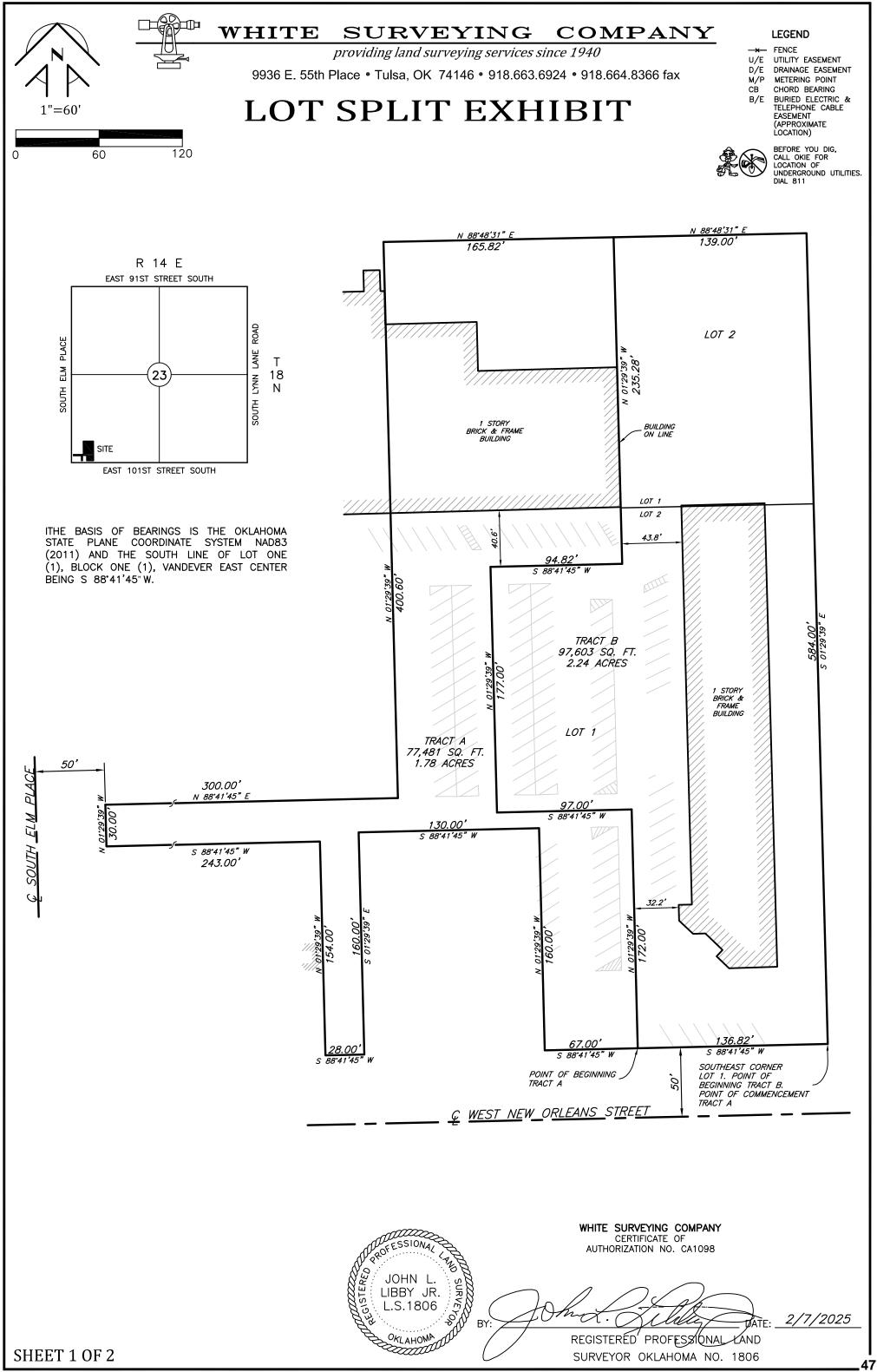
For the purpose of providing an orderly development of the Addition and for the further purpose of preserving the character thereof as a commercial addition, the Owners do hereby declare and establish the following restrictions, conditions and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title or any interest in any of said Addition and any person accepting conveyance thereof, either directly from Owners or remotely from any of their grantees, shall take the same subject to such conditions, restrictions and protective covenants, and by accepting such covenants shall be deemed to have assented thereto, and shall be entitled to all the benefits and to have assumed all the responsibilities, to-wit:

- 1. No building permits shall be issued by the City of Broken Arrow, Oklahoma for any building within the Addition until a detailed site plan for the lot and block within which construction has been proposed has been submitted to the Broken Arrow Planning Commission and the Broken Arrow City Council and approved as being in compliance with the provisions of Planned Unit Development Number \_\_\_\_\_\_\_\_\_. Separate detailed site plans may be submitted for each lot and/or block. Acquisition of building permits within a lot and/or block may proceed in phases after approval of the detailed site plan for that lot and/or block.
- 2. The owner of each lot shall maintain the parking areas and driveways located on his lot in good repair at all times. No such parking area or driveway shall be used for the storage of any vehicles, boats, trailers, campers, motor driven cycles or mobile or motor homes, or for the maintenance, repair, rebuilding, dismantling, repainting or servicing of any of the foregoing or any other mator vehicle. Those portions of each lot in the Addition which are now or hereafter improved, provided or available for parking areas and driveways, as the same may be reduced or increased in size or relocated from the to time, shall be subject to nonexclusive easements appurtenant to the other lots in the Addition, for readways (Mikways, ingress and egress, the parking of motor vehicles, loading and unloading of commercial and other vehicle and use of facilities installed thereon for the comfort and convenience of customers, invitees, agents, tenant, and employees. Employees, agents, and tenants of the owners of each lot shall use the parking areas and oriveways located on the lot of such owner unless otherwise occupied. Customers and invitees shall not be permitted to use the driveways or parking areas except while transacting business in the Addition.
- 3. Reference is hereby made to that certain agreement entitled "Easements with Covenants and Restrictions Affecting Land (ECR)", dated February 27, 1976, between Safeway Stores, Incorporated, and Oklahoma Natural Development Corporation, recorded in Book 4210 at Pages 135 and following in the office of the County Clerk of Tulsa County, Oklahoma, which contains easements, covenants and restrictions affecting the Addition.
- The Owners further dedicate to the public for public use easements as are shown and designated on the plat above, for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utility installations, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, water lines, and cable television, together with all fittings and equipment for each of such facilities including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with right of ingress and egress to and upon said easements for such construction, maintenance, operation, laying are relaying over, across and along all of the easement areas shown in said plat, both for the purpose of furnishing said facilities to the area included in said plat and to any other areas. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easement area of each lot and all improvements therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- 5. The owner of each lot shall keep the same free from rubbish, litter and noxious weeds. All trash, garbage, rubbish and litter shall be kept in containers adequate for such purposes and shall be stored on the lot in such a manner as to be out of public view. All structures, landscaping and improvements from time to time placed upon any lot in accordance herewith shall be maintained in good condition and repair at all times. Each lot shall be subject to an easement for access to make reasonable repairs on adjoining lots and structures thereon; provided, however, that:
  - (a) any damage caused by such injury upon any adjoining lot shall be repaired at the expense of the owner whose property was the object of the repair work which caused same;
  - (b) any such entry shall be made only at reasonable times and with as little inconvenience as possible to the owner of the servient lot; and
  - (c) in no event shall said easement be deemed to permit entry into any building on any lot.
- 6. No noxious, noisesome or offensive activities shall be carried on upon any lot, nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the owner or occupant of any other lot.
- 7. Each owner shall promptly comply with all laws, statutes, ordinances, rules, and regulations of federal, state, or municipal governments or authorities applicable to use, zoning, and occupancy of any construction and maintenance of improvements, including any alterations or additions thereto, on the lots.
- 8. There is hereby created an Architectural Committee (hereinafter called the "Committee"), composed of two members. The initial members of the Committee shall be William M. Martin, or his duly authorized representative, or if he shall die, resign or be unable to act and shall not have appointed a representative or if so appointed, upon the termination of such appointment, Martin Investment Company, an Oklahoma corporation, or its duly authorized representative; and a second member shall be chosen by the first member aforesaid. No building, fence, parking area, sign, advertising device, landscaping, exterior lighting, wall or any type structure shall be commenced erected, or maintained nor shall any addition thereto or change or alteration thereon be made until plans and specifications therefor or information satisfactory to the Committee shall have been submitted to, and approved in writing by the Committee. In passing on such plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure and of the materials of which they are to be built, the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the surrounding structures, uses and topography. At any time, the then record owners of a majority of the lots in the Addition shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to change or amend any of its powers and duties.
- 9. These covenants shall run with the land and shall be binding upon the Owners and on all persons claiming under the Owners until January 1, 1997, after which time said covenants shall be deemed automatically extended for successive periods of 10 years; provided, however, that, at any time the then Owners of a majority of all the lots in the Addition may change or vacate these covenants, conditions and restrictions, either in whole or in part, and such change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in the Addition and duly filed for record in the office of the County Clerk of Tulsa County, Oklahoma.
- 10. The invalidity of any of the provisions herein contained shall in no way affect any other provisions hereof and the same shall remain in full force and effect.
- 11. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants, conditions and restrictions stated herein, it shall be lawful for any person or persons owning any of the real estate comprising the Addition, or the Committee as beneficiary of all the covenants and provisions herein contained and as assignee of the Owners, to prosecute any proceedings at law or in equity against the person violating the same, and either to prevent him or them from so doing or to recover damages therefor. No failure to enforce and no delay in enforcing any of the covenants, conditions and restrictions herein contained as a waiver thereof. In addition, the Committee may enforce the covenants, conditions and restrictions and restrictions stated herein by causing such work to be performed or such action to be taken, with respect to any

lot or lots in the Addition as may be necessary to comply with such covenants, conditions and restrictions, and charge the cost and expense thereof to the owner or owners of any such lot or lots, upon five (5) days prior written notice from the Committee to any owner of the lot not in compliance herewith and failure of the owner or owners of such lot within such time to remedy the violations specified in such notice.

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		LAHOMA NATURAL DEVELOPMENT CORPORATION
	이는 특별은 모두 일반 방법에 가지 않는 것을 하는 것을 하는 것을 하는 것을 하는 것을 위한 것을 가지 않는 것을 위한 것을 하는 것을 받았다. 또한 것을 가지 않는 것을 하는 것을 하는 것을 하는 같은 수준 10% 같은 것을 것 같은 것을 하는 것을 하는 것을 하는 것을 하는 것을 것을 하는 것을	/ // // // CORPORATION
no General Martino de la composición de la composición antición de la composición de la composición antición de la composición de	$\sum_{i=1}^{n} \left\{ \left  e_i \right  e_i \right\}$	: Muschosfeldy
		C. M. SCHOENFELDT, - Vice President
	, ATTEST:	
	A memaree Arm	
Esst	z; Secretary /	
	STATE OF OKLAHOMA )	
Ψ.	)SS COUNTY OF TULSA )	
	Before me, the undersigned, a Notary Public in and for said County and	State, on this 2772 day of
		known to be the identical person who subscribed
	cuted the same as his free and voluntary act and deed, and as the free and	voluntary act and deed of such corporation, for
	the uses and purposes set forth therein.	
	. Given under my hand and seal of office the day and year last above wri	tten. $2$
	My Commission expires: <u>leptember 36, 1979</u> .	- free Meen
		Notary Public
	CERTIFICATE OF SURVEY	
	I, RAYMOND E. LANSFORD, a Registered Professional Engineer and Registered L by certify that the above plat is a true and correct representation of the EAST CENTER".	and Surveyor in the State of Oklahoma, do here- real estate and premises dedicated as "VANDEVER
	사용을 잘 하면 이것 않지 않는 것은 것은 것은 것이 가지 않는 것은 것이 가지 않는 것이 같은 것은 것을 알았다. 가지 않는 것을 것을 알았는 것이 가지 않는 것이 가지 않는 것이 가지 않는 것을 이 이것은 것 같은 것을 것을 못했는 것이 가지 않는 것이 같은 것이 같은 것이 같은 것이 같은 것이 같은 것이 같은 것이다. 이 것을 것 같은 것을 것을 못 하게 다른 것이 가지 않는 것이 같이 있다.	Kaymond In Donotorist"
	WITNESS my hand and official seal this 1st day of July, 1977. Ray	mond E. Lansford for EANSFORD ENGINEERING CO.
	STATE OF OKLAHOMA ) )ss	l
	COUNTY OF TULSA )	
	Before me, the undersigned, a Notary Public in and for said County and ally appeared Raymond E. Lansford, to me known to be the identical person w the within and foregoing instrument, and acknowledged to me that he execute deed, and as the free and voluntary act and deed of LANSFORD ENGINEERING CO forth.	ho subscribed the name of the maker thereof to d the same as his free and voluntary act and.
	WITNESS my hand and official seal this, the day and year last above written	
	My commission expires June 30, 1981	
	I	Marline J. Lansford
	Not	ary Public

46



MRM - S:\03728\B001\L001\115690\Dwg\115690LS25.dwg 02/07/25

## **Request for Action**

## File #: 25-314, Version: 1

## Broken Arrow Planning Commission 03-13-2025

To: From: Title:	Chair and Commission Members Community Development Department
	Public hearing, consideration, and possible action regarding PUD-001977-2025, minor amendment to PUD-290A, RiverBrook, 6.1 acres, Residential Multi-Family (RM) and PUD-290A, located approximately one-half mile south of East Jasper Street (East 131 <sup>st</sup> Street South) and east of Aspen Avenue (South 145 <sup>th</sup> Avenue).
<b>Background:</b>	
Applicant:	Larry Blackledge
Owner:	Derrick Hamilton
<b>Developer:</b>	Belmont Development
Engineer:	Anderson Surveying
Location:	Approximately one-half mile south of East Jasper Street (East 131st Street South) and
	east of Aspen Avenue (South 145th Avenue).
Size of Tract	6.1 acres
<b>Present Zoning:</b>	Residential Multi-Family (RM) and PUD-290A
<b>Proposed Zoning:</b>	Residential Multi-Family (RM), PUD-290A, and PUD-001977-2025
Comp Plan:	Level 3 (Transition area)

PUD-001977-2025 is a minor amendment to PUD-290. This property is located approximately one-half mile south of East Jasper Street (East 131st Street South) and east of Aspen Avenue (South 145th Avenue). The land is currently platted as Lot 2 Block 1 of the RiverBrook Addition.

PUD-290 was approved by City Council on June 3<sup>rd</sup>, 2019. This allowed apartments to be built on approximately 14 acres. PUD 290 modified some of the design elements of the zoning ordinance, discussed fencing requirements, and set the maxim um number of dwelling units for Phase 2 at 95 units. PUD-290 A was a minor amendment to PUD-290, which was approved by Planning Commission on 8-8-2019. PUD-290 A modified the fencing requirement along the Aspen frontage and clarified landscaping requirements.

PUD-001977-2025 is a minor amendment to PUD-290, to facilitate the development of Phase 2. This proposal includes 54 dwelling units. This PUD is requesting to allow parking in up to 150 linear feet of the 1330 foot long green space. Additionally, the new proposal includes parking in the 130' Electric Transmission Easement and Right-of-Way. PUD-290 required an opaque fence on the north side of the easement to buffer the apartments from the south side. Since the parking is encroaching into the easement, PUD-001977-2025 proposes to move the required fence to the south side of the parking lot.

## File #: 25-314, Version: 1

## SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following zoning designation, land use, and Comprehensive Plan future development guide levels:

Direction	Comprehensive Plan	Zoning	Land Use
North	Level 3	RM/PUD-290	Multi-Family
East	Floodplain District	R-2	Single Family Residential
South	Floodplain District	R-2	Outdoor Recreation
West	Level 3	R-2	Residential

According to FEMA maps, portions of the property are located in the 100-year floodplain, specifically on the south and east.

Attachments:	Case Map
	Aerial Map
	PUD-001977-2025 Design Statement
	PUD-290 Design Statement
	PUD-290A Design Statement

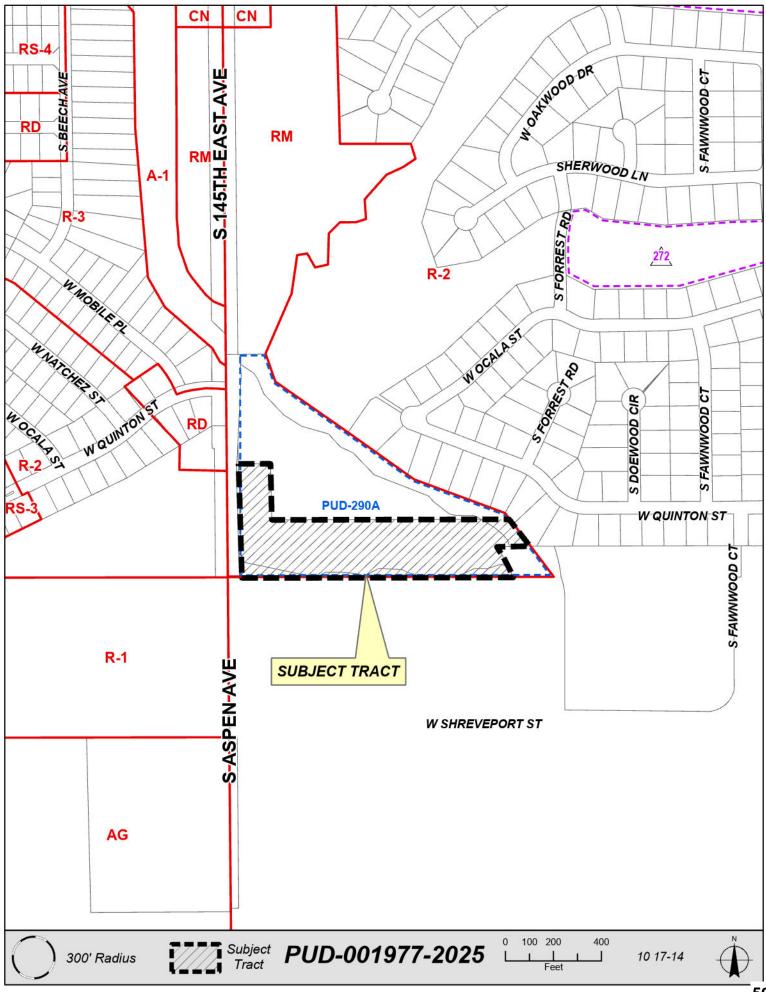
#### **Recommendation:**

Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-001977-2025 be approved, and platting be waived.

#### **Reviewed by: Amanda Yamaguchi**

Approved by: Rocky Henkel

HMB





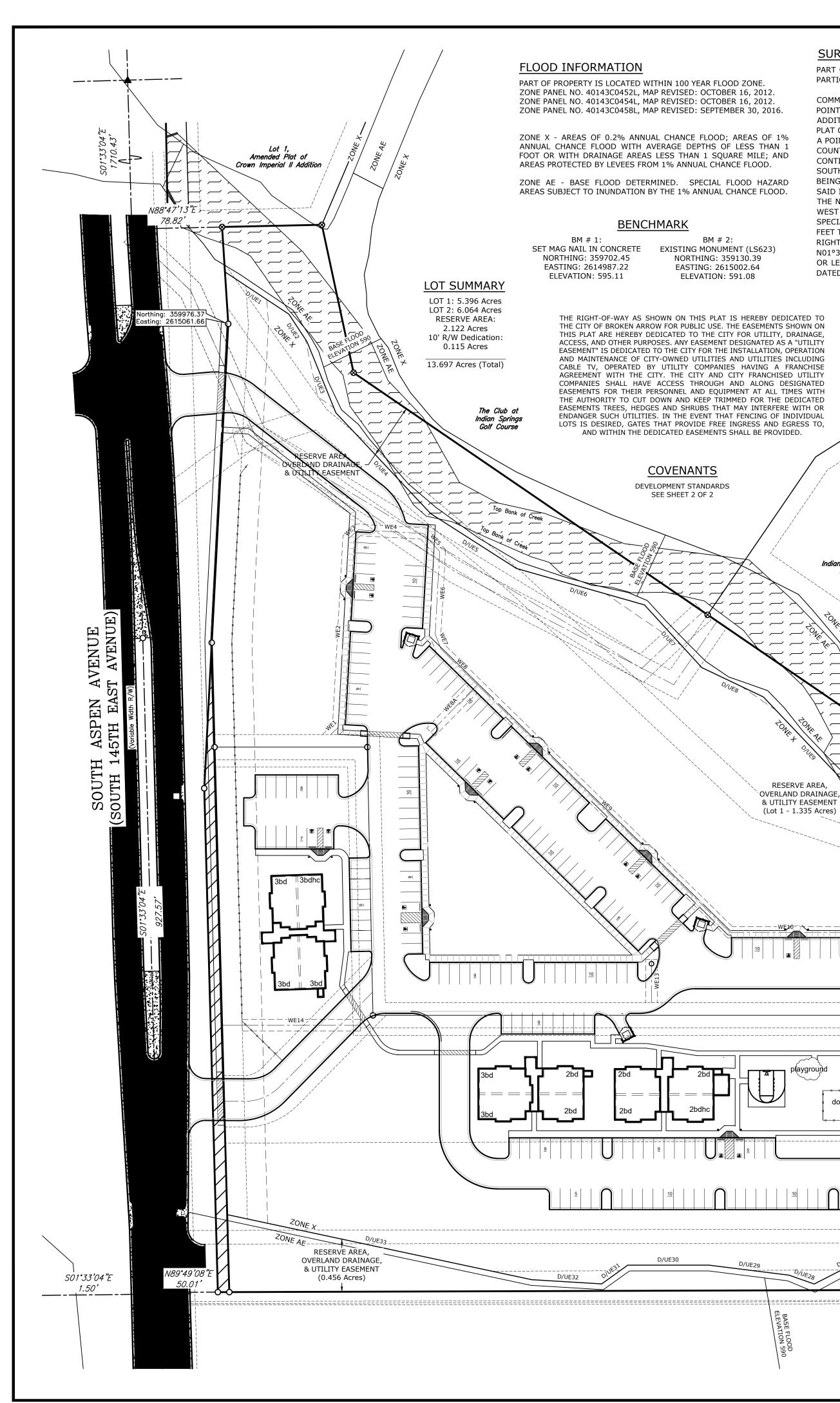
## RIVERBROOK APARTMENTS PHASE II PUD-290 PUD- 290A MINOR AMENDMENT

Riverbrook Apartments Phase II is a proposed 54 unit family apartment complex to be construction on Lot 2 in the RIVERBROOK ADDITION. Within the original PUD statement, a 15 foot greenbelt separating Lot One from Lot Two is required as well as a view proof fence located on the North Boundary of Lot two.

In order to provide closer access to the apartments this Minor Amendment is requesting that parking be granted within the green belt. Of the total length of 1330 feet we are requesting to use approximately 150 feet for parking with the balance remaining as green space.

Additionally, we are requesting that the required existing view proof fencing be re located to the South side of the new parking area as shown on the site plan submitted with the application.

We hereby request that a PUD minor Amendment be approved to update the standards listed in PUD 290 and PUD 290A.



## SURVEY DESCRIPTION

PART OF WEST-HALF (W 1/2) OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A MONUMENT (LS623) MARKING THE NORTHWEST CORNER OF SAID SECTION 10; THENCE S01°33'04"E, ALONG THE WEST LINE OF SAID SECTION 10, 1710.43 FEET TO A POINT; THENCE LEAVING THE WEST LINE OF SAID SECTION 10, N88°47'13"E, 78.82 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, AMENDED PLAT OF CROWN IMPERIAL II ADDITION, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA MARKING THE POINT OF BEGINNING; THENCE N88°44'04"E, ALONG THE SOUTH LINE OF SAID LOT 1, AMENDED PLAT OF CROWN IMPERIAL II ADDITION, 87.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, AMENDED PLAT OF CROWN IMPERIAL II ADDITION: THENCE \$12°05'37"E, 131.91 FEET TO A POINT: THENCE \$55°38'08"E, 374.04 FEET TO THE NORTHWESTERLY CORNER OF LOT 9, INDIAN SPRINGS ESTATES, 5TH ADDITION, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY. OKLAHOMA: THENCE S55°38'08"E. ALONG THE SOUTHWESTERLY LINE OF SAID INDIAN SPRINGS ESTATES, 5TH ADDITION, 329.76 FEET TO A POINT; THENCE S69°22'27"E, CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID INDIAN SPRINGS ESTATES, 5TH ADDITION, 410.35 FEET TO A POINT; THENCE S37°32'53"E, CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID INDIAN SPRINGS ESTATES, 5TH ADDITION, 168.30 FEET TO THE SOUTHWESTERLY CORNER OF LOT 17 OF SAID INDIAN SPRINGS ESTATES, 5TH ADDITION BEING ON THE NORTH LINE OF THE LAND DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED IN MAY 14, 1979, BOOK 4399 AT PAGE 708; THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID INDIAN SPRINGS ESTATES, 5TH ADDITION, S89°55'10"W, ALONG THE NORTH LINE OF THE LAND DESCRIBED IN SAID SPECIAL WARRANTY DEED, 126.01 FEET TO A SET 1/2" REBAR AT THE NORTHWEST CORNER OF SAID SPECIAL WARRANTY DEED; THENCE LEAVING THE NORTH LINE OF THE LAND DESCRIBED IN SAID SPECIAL WARRANTY DEED, S37°33'27"E, ALONG THE WEST LINE OF THE LAND DESCRIBED IN SAID SPECIAL WARRANTY DEED, 91.67 FEET TO A SET 1/2" REBAR: THENCE CONTINUING ALONG THE WEST LINE OF THE LAND DESCRIBED IN SAID 58.66 FEET ALONG THE CURVE OF AN ARC TO THE RIGHT, HAVING A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF S31°25'48"E, 58.5 FEET TO A SET 1/2" REBAR: THENCE LEAVING THE WEST LINE OF THE LAND DESCRIBED IN SAID SPECIAL WARRANTY DEED, S89°48'56"W, 1146.32 FEET TO A SET 1/2" REBAR ON THE EAST RIGHT-OF-WAY LINE OF SOUTH ASPEN AVENUE; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH ASPEN AVENUE, THE FOLLOWING COURSES (BEARING AND DISTANCES): N01°33'04"W, 439.50 FEET TO A SET 1/2" REBAR; N02°57'38"E, 405.53 FEET TO A SET 1/2" REBAR; N03°38'32"W, 84.65 TO THE POINT OF BEGINNING, CONTAINING 13.697 ACRES, MORE OR LESS, BEING SUBJECT TO PUBLIC ROAD RIGHTS-OF-WAY AND ANY EASEMENTS OF RECORD, ACCORDING TO A SURVEY BY ANDERSON SURVEYING, INC., LS # 1423, JOB # 18-03-33, DATED: JANUARY 11, 2019, REVISED: MARCH 13, 2019, BEARINGS BASED UPON GRID NORTH AS ESTABLISHED BY STATE PLANE DATUM, DATE OF SURVEY: JANUARY 02, 2019

# PUD-290 & PUD-290A **RIVERBROOK ADDITION** BLOCK 1, LOTS 1 AND 2

BEING A PART OF THE WEST-HALF (W 1/2) OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 14 EAST, CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

I, ANTHONY P. ANDERSON, 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

CERTIFICATE OF SURVEY

RIVERBROOK APARTMENTS, LP 4101 NORTH CLASSEN BOULEVARD OKLAHOMA CITY, OKLAHOMA 73118 (405) 231-4663

ENGINEER ANDERSON ENGINEERING, INC. 811 EAST 3RD STREET JOPLIN, MISSOURI 64801 OFFICE: (417) 782-7399 CA OK-631 Expires 06/30/2020

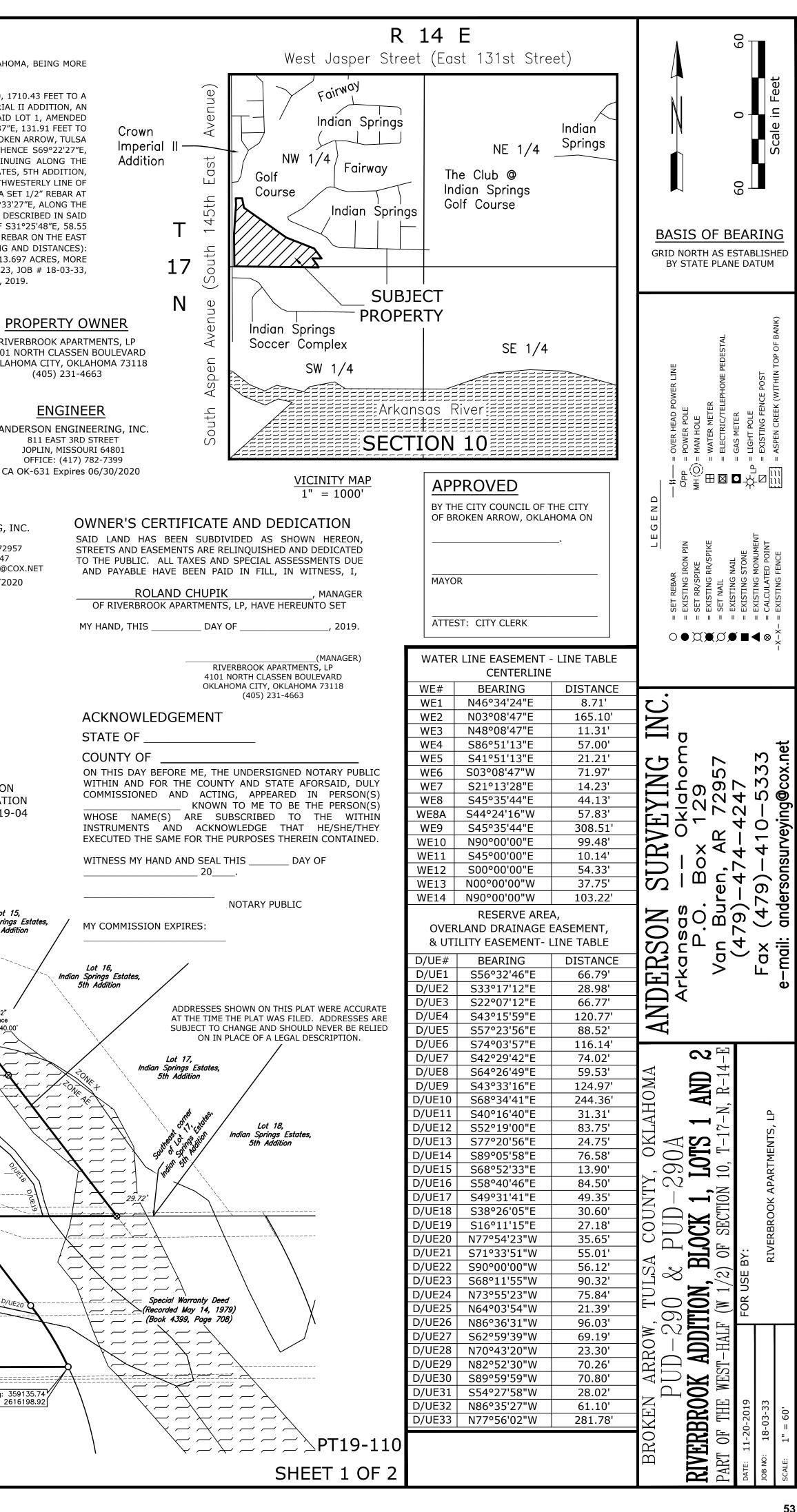
SURVEYOR

ANDERSON SURVEYING, INC.

P.O. BOX 129

Northing: 359135.74 Easting: 2616198.92

## VAN BUREN, ARKANSAS 72957 THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "RIVERBROOK ADDITION, OFFICE: (479) 474-4247 BLOCK 1, LOTS 1 AND 2", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA EMAIL: ANDERSONSURVEYING@COX.NET COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE CA 5107 Expires 06/30/2020 Lot 9, Indian Springs Estates, 5th Addition OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING. ANTHONY P. ANDERSON, OK R.P.L.S. #1423 ARKANSAS STATE OF COUNTY OF CRAWFORD THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF ndian Springs Estates , 2019, BY ANTHONY P. ANDERSON, AS A LICENSED LAND SURVEYOR. Notary Public My Commission Number \_\_\_\_\_ My Commission Expires Lot 11, Indian Springs Estates, 5th Addition DETENTION DETERMINATION Indian Springs Estates, 5th Addition # DD-020819-04 Lot 13, Indian Springs Estates, 5th Addition Lot 14, Indian Springs Estates, 5th Addition Lot 15. Indian Springs Estates, 5th Addition رب - - - - - - - J/UE14,- - - - ب -11'-0" UTILIT RESERVE AREA, OVERLAND DRAINAGE & UTILITY EASEMENT (Lot 2 - 0.156 Acres) coveré sezitiv dog park D/UE22 35'-0" BUILDING SET BACK RESERVE AREA, OVERLAND DRAINAGE, & UTILITY EASEMENT (0.175 Acres)



## **RIVERBROOK APARTMENTS**

А

## PLANNED UNIT DEVELOPMENT

## FOR BROKEN ARROW, OKLAHOMA

PUD 290

MARCH 15, 2019 PREPARED BY: BLACKLEDGE AND ASSOCIATES—ARCHITECTS 7416 North Broadway Ext. Oklahoma City, OK 73116 405.848.2855 larry@blackledgearchitects.com

PREPARED FOR: Bohanon & Rooney Ventures, LLC

Patrick D. Rooney 9120 N. Kelley, Suite 100 Oklahoma City, OK 73131 405-850-0987 APPROVED BY CITY COUNCIL June 3, 2019 BROKEN ARROW DEVELOPMENT SERVICES



## RIVERBROOK APARTMENTS BROKEN ARROW, OKLAHOMA A PLANNED UNIT DEVELOPMENT

## **PROPERTY FEATURES AND DEVELOPMENT PLAN:**

THE RIVERBROOK PLANNED UNIT DEVELOPMENT (PUD) IS FILED UNDER THE BROKEN ARROW ZONING ORDINANCE WHICH BECAME EFFECTIVE ON FEBRUARY 1, 2008.

SITE: CONTAINS 14.055 ACRES MOL---612,235.8 SQUARE FEET (607,189 AFTER ADDITIONAL ROW IS GIVEN) SEE ATTACHED LEGAL.

ZONED: RM MULTI FAMILY.

ACCESS: TWO ACCESS POINTS OFF OF SOUTH ASPEN AVENUE (SOUTH 145<sup>th</sup> EAST AVENUE) ONE AT THE NORTH END OF THE SITE LINING UP WITH WEST QUINTON STREET. THE SOUTH ENTRY WILL BE LOCATED AT THE NORTH ROW LINE OF THE GRDA EASEMENT. EACH ENTRY WILL HAVE ONE IN AND TWO OUT LANES. THE INTERNAL CONNECTION BETWEEN THE TWO PROPOSED SITES WILL, WHEN PLATTED, HAVE A MUTUAL ACCESS AGREEMENT

BOUNDARIES: TO THE NORTH AND NORTHEAST IS A TREE LINED CREEK SEPARATING THIS SITE FROM APARTMENTS, PART OF A GOLF COURSE AND SEVERAL SINGLE FAMILY HOMES. TO THE SOUTH IS LOCATED PUBLIC SOCCER FIELDS AND THE WEST IS AN UN-DEVELOPED WOODED AREA AND EVEN FUTHER WEST SINGLE FAMILY HOMES. (SEE SITE PHOTO AND ALTA SURVEY).

FEATURES: THIS SITE IS FLAT WITH A GENTAL SLOPE FROM THE NORTHWEST CORNER TO THE SOUTHEAST CORNER WITH APPROXIMATELY 7 FEET IN ELEVATION CHANGE. OTHER THAN A FEW TREES MID SITE ON THE WEST PROPERTY LINE THE SITE IS VOID OF ANY OTHER TREES OR IMPROVEMENTS EXCEPT AS OUTLINED HERE-IN-BEFORE AT THE CREEK LINE.

UTILITIES: ALL UTILITIES ARE AVALABLE AT THE SITE OF THE SIZE REQUIRED FOR THIS PROJECT. (SEE ATTACHED ALTA SURVEY SHOWING UTILITIES EASEMENTS AND FLOOD PLAIN)

APPROVED BY CITY COUNCIL
June 3, 2019
BROKEN ARROW
DEVELOPMENT SERVICES

## **SCOPE OF THE WORK:**

THE 14 ACRE SITE IS TO BE DIVIDED INTO TWO LOTS. LOT 1 (PHASE ONE SEE ATTACHMENT 'A') WILL CONSIST OF 293,163 SQUARE FEET AND, ACCORDING TO THE LOT AREA CALCULATIONS WILL SUPPORT 133 APARTMENT UNITS. THIS SITE WHEN CONSTRUCTED WILL CONSIST OF 72 TOTAL UNITS. 28 ONE BEDROOMS, 22 TWO BEDROOMS AND 22 THREE BEDROOM APARTMENTS. ALSO ON THE SITE WILL BE A 3826 SQUARE FOOT COMMUNITY/OFFICE BUILDING WITH STORM SHELTER, WORKOUT AREA AND A COMMUNITY GATHERING AREA.

LOT TWO (PHASE TWO ATTACHMENT 'B') WILL CONSIST OF 314,026 SQUARE FEET AND ACCORDING TO THE LOT AREA CALCULATION WILL SUPPORT APPROXIMATELY 142 APARTMENT UNITS. SPECIFIC PLANS FOR THIS LOT WILL BE DEVELOPED AT A LATER DATE. WE HAVE PROVIDED A CONCEPT DRAWING AS ATTACHMENT 'B' SHOWING A POSSIBLE DESIGN. THE TOTAL NUMBER OF UNITS ON LOT 2 IN PHASE TWO SHALL NOT EXCEED 95.

SEE ATTACHMENT 'C' FOR TOTAL SITE DEVELOPMENT PLAN.

PHASE ONE APARTMENTS WILL BE THREE STORY IN HEIGHT WITH STONE, BRICK AND SIDING MEETING THE BROKEN ARROW DESIGN STANDARDS.

APPROVED BY CITY COUNCIL June 3, 2019 BROKEN ARROW DEVELOPMENT SERVICES

## **DEVELOPMENT STANDARDS:**

ALL PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE SHALL APPLY TO THIS PUD EXCEPT AS MODIFIED AND LISTED BELOW.

MINIMUM BUILDING SETBACKS AND BUFFERS:

ITEM 1: TABLE 4.1.2 SIDE AND REAR YARDS

ALL BUILDING SETBACKS WILL BE ACCORDING TO THE ZONING ORDINANCE EXCEPT FOR THE SIDEYARD AND REARYARD REQUIRMENTS OF 70 FEET AND 35 FEET WHICH SEPARATES PHASE ONE FROM PHASE TWO. (SEE ATTACHMENTS "A' AND 'B') THIS PROPERTY LINE WILL HAVE THE MANDATORY 17'-6" UTILITY EASEMENT ON THE NORTH AND EAST AS WELL AS A 17'-6" GREEN BELT ON THE SOUTH AND WEST SIDES OF THE SEPARATING PROPERTY LINE. THIS GREEN BELT WILL BE INTERUPTED ONLY WITH STREETS AND DRIVES TO ACCESS PARKING AREAS WHICH WILL BE PROVIDED AT THE SIDES OF THE PROPOSED PHASE TWO APARTMENTS.

ITEM 2: TABLE 4.1.2 MAX HEIGHT

MAXIMUM BUILDING HEIGHTS TWO AND THREE STORY STRUCTURES ---2 STORY 25 FEET---THREE STORY 45 FEET TO HIGHEST ROOF RIDGELINE.

ITEM 3: TABLE 5.4.1 OFF-STREET PARKING

ALL OFF-STREET PARKING SHALL REMAIN AT TWO (2) SPACES PER APARTMENT EXCEPT FOR ONE BEDROOM APARTMENTS WHICH SHALL BE REDUCED TO 1.5 SPACES PER APARTMENT UNIT.

ITEM 5: SCREENING: 5.2.E.2.b

A SECUTITY FENCE OF AT LEAST 6 FEET IN HEIGHT SHALL BE OUTSIDE THE 100-YEAR FLOODPLAIN ALONG THE NORTHEAST BOUNDRY. THIS FENCE IS NOT REQUIRED TO BE OPAQUE. THE PROPERTY OWNER IS STILL RESPONSIBLE FOR THE MAINTENANCE OF THE AREA BETWEEN THE FENCE AND THE NORTH/EAST PROPERTY LINE.

FENCING ON THE SOUTH PROPERTY LINE WILL REMAIN HOWEVER, DUE TO THE AEP/PSO UTILITY LINE, EASMENT AND FLOOD PLAIN, THIS 6'-0" FENCE WILL BE CONSTRUCTED ON THE NORTH PSO EASEMENT LINE.

ITEM 6: SETBACKS (FOR PHASE 2) SECTION 5.5.C.1.b.IV

"NO MORE THAN THREE (3) STRUCTURES SHALL BE LOCATED CONTINUOUSLY ON THE SAME BUILDING LINE, OR WITHIN THIRTY FEET(30') OF SUCH BUILDING LINE ESTABLISHED"

SHALL BE AMENDED AS FOLLOWS:

"NO MORE THAN FOUR (4) STRUCTURES SHALL BE LOCATED CONTINUOUSLY ON THE SAME BUILDING LINE, OR WITHIN THIRTY FEET(30') OF SUCH BUILDING LINE ESTABLISHED"

3

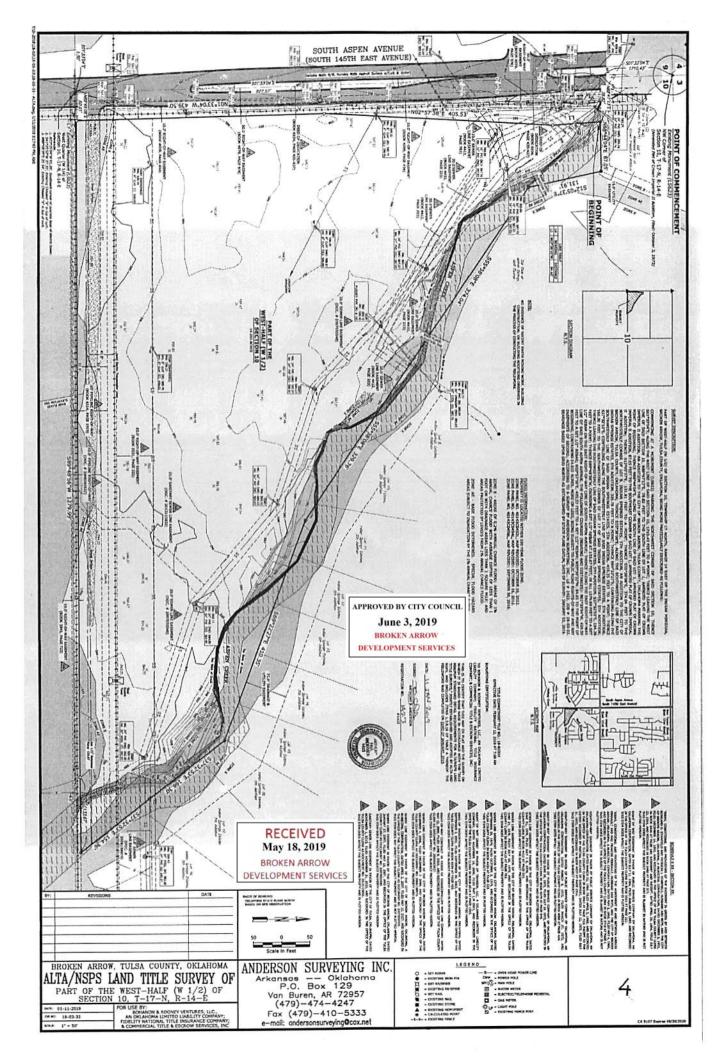


ITEM 7: DWELLING UNITS PHASE 2:

THE TOTAL NUMBER OF DWELLING UNITS DESIGNED AND CONSTRUCTED ON LOT 2 AS PART OF PHASE TWO SHALL NOT EXCEED A TOTAL OF 95 UNITS.

ITEM 8: SITE PLANS FOR BOTH PHASE ONE (1) AND PHASE TWO (2) SHALL BE SUBMITTED TO THE BROKEN ARROW CITY COUNCIL.

APPROVED BY CITY COUNCIL June 3, 2019 BROKEN ARROW DEVELOPMENT SERVICES



#### COMMITMENT FOR TITLE INSURANCE **ISSUED BY** FIDELITY NATIONAL TITLE INSURANCE COMPANY

#### SCHEDULE A, No. 5 - continued

A tract of land situated in the West Half (W/2) of Section Ten (10), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, being more particularly described as follows, to-wit:

BEGINNING at a point on the West line of said Section 10, 1710.43 feet South of the Northwest corner thereof; Thence S 00°17'18" E and the West line of said Section 10, for 927.57 feet; Thence S 88°55'08" E for 1330.00 feet; Thence N 36°16'57" W for 322.66 feet; Thence N 68°06'31" W for 410.35 feet; Thence N 54°22'12" W for 703.80 feet; Thence N 01°49'57" W for 131.90 feet; Thence due West for 165.86 feet to the POINT OF BEGINNING.

#### LESS AND EXCEPT:

A tract of land situated in a part of the West Half (W/2) of Section Ten (10), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, being more particularly described in Special Warranty Deed, Recorded May 14, 1979 in Book 4399 at Page 708 of the Records of the County Clerk of Tulsa County, State of Oklahoma.

#### ALSO KNOWN AS:

Part of West-half (W/2) of Section 10, Township 17 North, Range 14 East of the Indian Meridian, Broken Arrow, Tulsa County, Oklahoma, being more particularly described as follows:

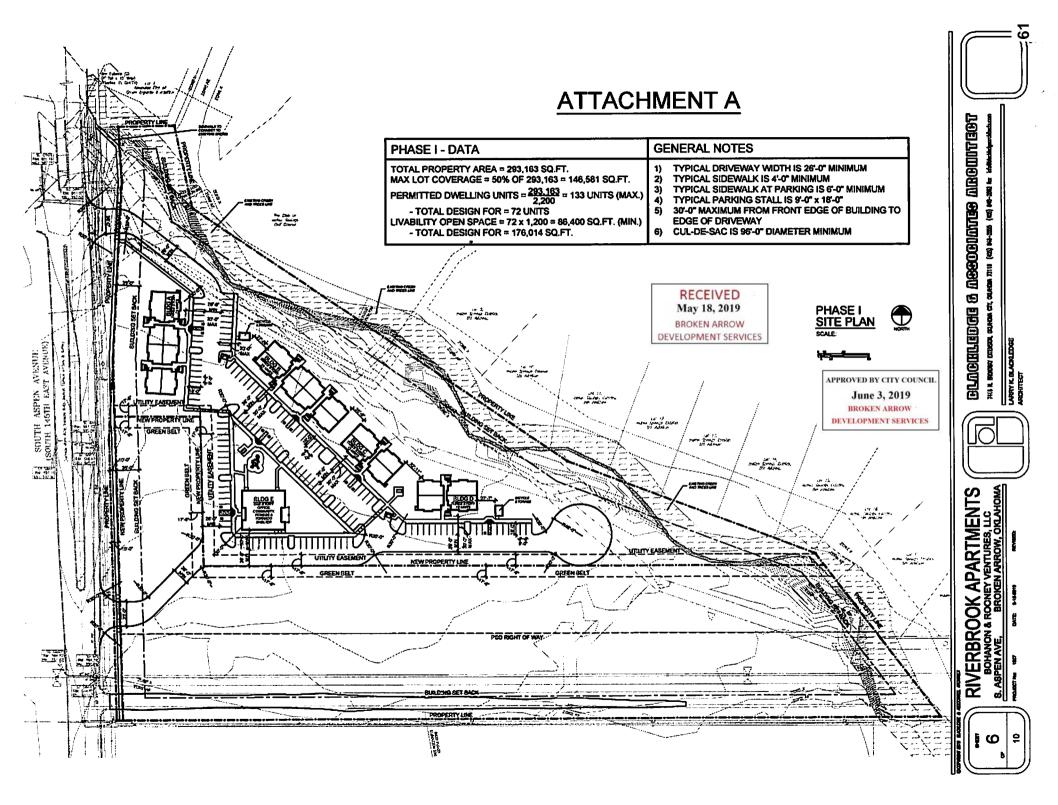
Commencing at a monument (LS623) marking the Northwest corner of said Section 10; Thence S 01°33'04" E, along the West line of said Section 10, 1710.43 feet to a point; Thence leaving the West line of said Section 10, N 88°47'13" E, 78.82 fect to the South line of Lot 1, Amended Plat of Crown Imperial II Addition, an Addition to the City of Broken Arrow, Tulsa County, Oklahoma marking the Point of Beginning; Thence N 88°44'04" E, along the South line of said Lot 1, Amended Plat of Crown Imperial II Addition, 87.05 feet to the Southeast corner of said Lot 1, Amended Plat of Crown Imperial II Addition; Thence S 12°05'37" E, 131.91 feet to a point; Thence S 55°38'08" E, 374.04 feet to the Northwesterly corner of Lot 9, Indian Springs Estates 5th Addition, an Addition to the City of Broken Arrow, Tulsa County, Oklahoma; Thence S 55°38'08" E, along the Southwesterly line of said Indian Springs Estates 5th Addition, 329.76 feet to a point; Thence S 69°22'27" E, continuing along the Southwesterly line of said Indian Springs Estates 5th Addition, 410.35 feet to a point; Thence S 37°32'53" E, continuing along the Southwesterly line of said Indian Springs Estates 5th Addition, 168.30 feet to the Southwesterly corner of Lot 17 of said Indian Springs Estates 5th Addition; Thence leaving the Southwesterly line of said Indian Springs Estates 5th Addition, S 37°32'53" E, 154.36 feet to a point; Thence S 89°48'56" W, crossing a set 1/2" rebar at 133.67 feet, in all 1279.99 feet to a set 1/2" rebar on the East Right-of-Way line of South Aspen Avenue; Thence along the East Right-of-Way line of said South Aspen Avenue, the following courses (bearing and distances): N 01°33'04" W, 439.50 feet to a set 1/2" rebar; N 02°57'38" E, 405.53 feet to a set 1/2" rebar; N 03°38'32" W, 84.65 feet to Point of Beginning.

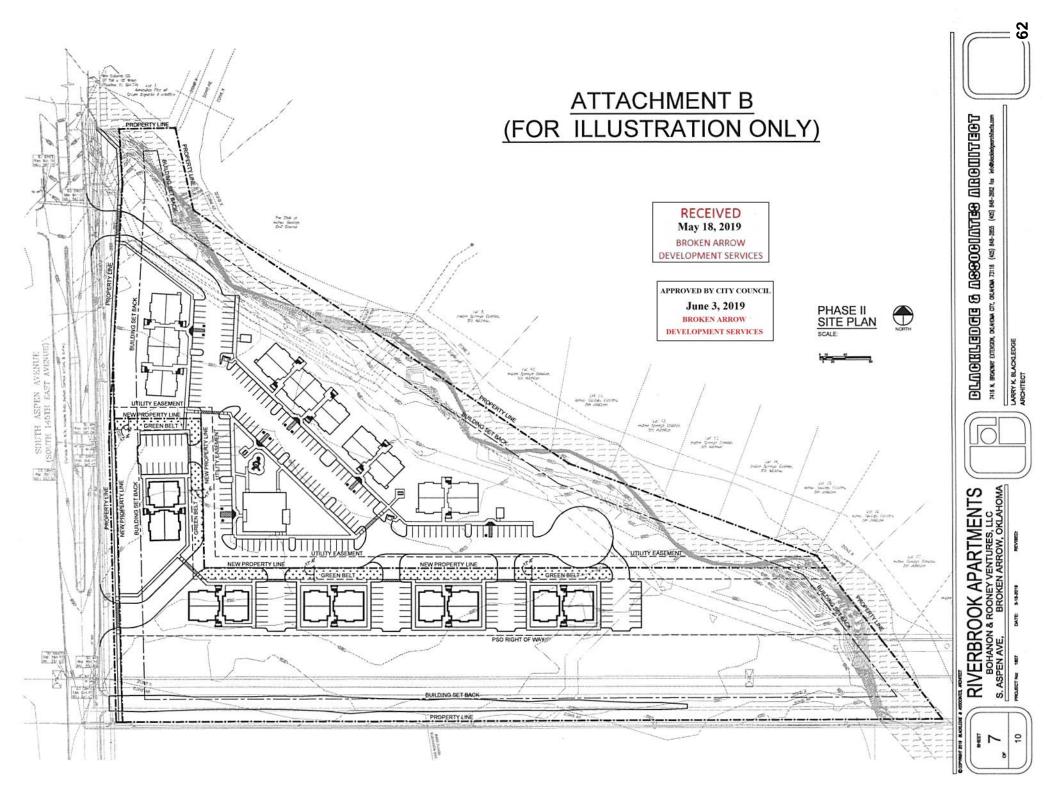


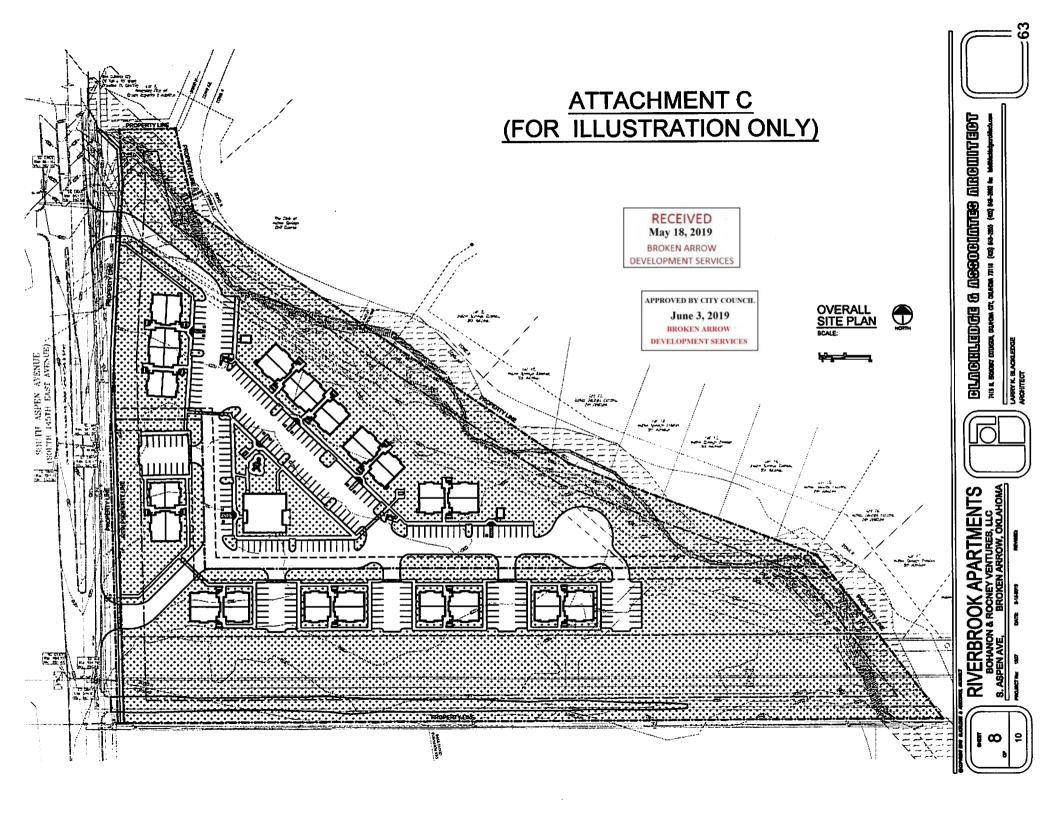


## Commitment No. 18-8030/H Rev. 01/16/2019 jrj

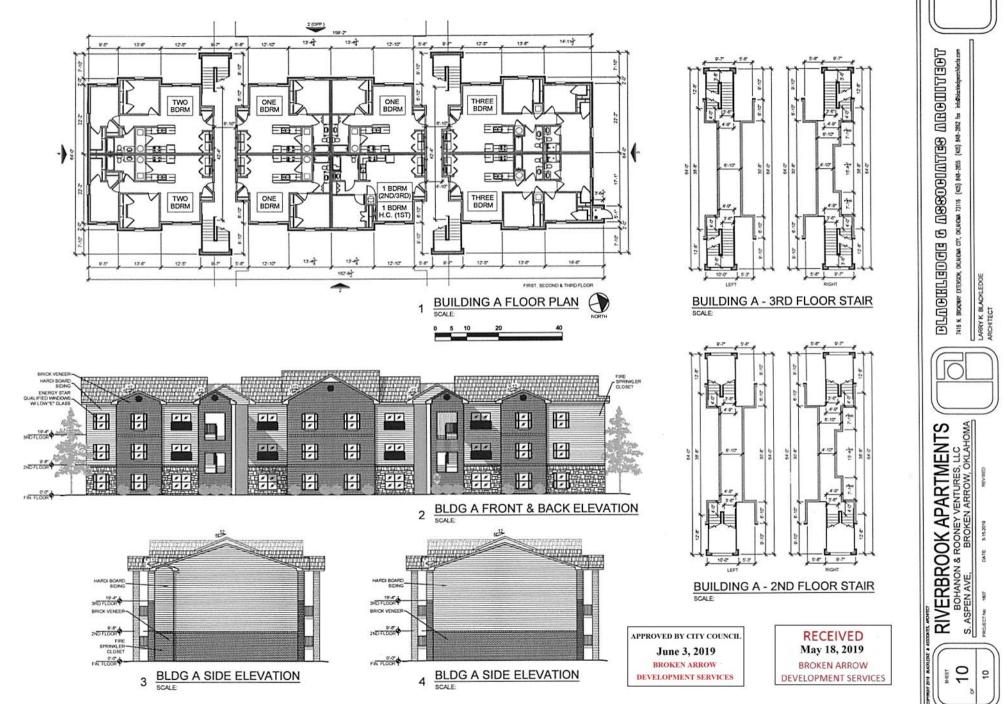
This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I -Requirements; [and] Schedule B, Part II - Exceptions [; and a counter-signature by the Company or its issuing agent that may be in electronic form]. Page 5 of 10 Adopted 08/01/2016











## **RIVERBROOK APARTMENTS**

Α

## PLANNED UNIT DEVELOPMENT

## FOR BROKEN ARROW, OKLAHOMA

**PUD-290A** 

MARCH 15, 2019---REVISED 06/26/2019 PREPARED BY: BLACKLEDGE AND ASSOCIATES—ARCHITECTS 7416 North Broadway Ext. Oklahoma City, OK 73116 405.848.2855 larry@blackledgearchitects.com

## **PREPARED FOR:**

Bohanon & Rooney Ventures, LLC c/o Patrick D. Rooney 36 E Cameron St Tulsa OK 74103 918-804-5698

## **RIVERBROOK APARTMENTS**

#### BROKEN ARROW, OKLAHOMA A PLANNED UNIT DEVELOPMENT

## **PROPERTY FEATURES AND DEVELOPMENT PLAN:**

REVISED 06/26/2019 ALL CHANGES FROM PUD APPROVED ON 6-3-19 NOTED IN RED

THE RIVERBROOK PLANNED UNIT DEVELOPMENT (PUD) IS FILED UNDER THE BROKEN ARROW ZONING ORDINANCE WHICH BECAME EFFECTIVE ON FEBRUARY 1, 2008.

SITE: CONTAINS 14.055 ACRES MOL---612,235.8 SQUARE FEET (607,189 AFTER ADDITIONAL ROW IS GIVEN) SEE ATTACHED LEGAL.

ZONED: RM MULTI FAMILY.

ACCESS: TWO ACCESS POINTS OFF OF SOUTH ASPEN AVENUE (SOUTH 145<sup>th</sup> EAST AVENUE) ONE AT THE NORTH END OF THE SITE LINING UP WITH WEST QUINTON STREET. THE SOUTH ENTRY WILL BE LOCATED AT THE NORTH ROW LINE OF THE GRDA EASEMENT. EACH ENTRY WILL HAVE ONE IN AND TWO OUT LANES. THE INTERNAL CONNECTION BETWEEN THE TWO PROPOSED SITES WILL, WHEN PLATTED, HAVE A MUTUAL ACCESS AGREEMENT

BOUNDARIES: TO THE NORTH AND NORTHEAST IS A TREE LINED CREEK SEPARATING THIS SITE FROM APARTMENTS, PART OF A GOLF COURSE AND SEVERAL SINGLE FAMILY HOMES. TO THE SOUTH IS LOCATED PUBLIC SOCCER FIELDS AND THE WEST IS AN UN-DEVELOPED WOODED AREA AND EVEN FUTHER WEST SINGLE FAMILY HOMES. (SEE SITE PHOTO AND ALTA SURVEY).

FEATURES: THIS SITE IS FLAT WITH A GENTAL SLOPE FROM THE NORTHWEST CORNER TO THE SOUTHEAST CORNER WITH APPROXIMATELY 7 FEET IN ELEVATION CHANGE. OTHER THAN A FEW TREES MID SITE ON THE WEST PROPERTY LINE THE SITE IS VOID OF ANY OTHER TREES OR IMPROVEMENTS EXCEPT AS OUTLINED HERE-IN-BEFORE AT THE CREEK LINE.

UTILITIES: ALL UTILITIES ARE AVALABLE AT THE SITE OF THE SIZE REQUIRED FOR THIS PROJECT. (SEE ATTACHED ALTA SURVEY SHOWING UTILITIES EASEMENTS AND FLOOD PLAIN)

## **SCOPE OF THE WORK:**

THE 14 ACRE SITE IS TO BE DIVIDED INTO TWO LOTS. LOT 1 (PHASE ONE SEE ATTACHMENT 'A') WILL CONSIST OF 293,163 SQUARE FEET AND, ACCORDING TO THE LOT AREA CALCULATIONS WILL SUPPORT 133 APARTMENT UNITS. THIS SITE WHEN CONSTRUCTED WILL CONSIST OF 72 TOTAL UNITS. 28 ONE BEDROOMS, 22 TWO BEDROOMS AND 22 THREE BEDROOM APARTMENTS. ALSO ON THE SITE WILL BE A 3826 SQUARE FOOT COMMUNITY/OFFICE BUILDING WITH STORM SHELTER, WORKOUT AREA AND A COMMUNITY GATHERING AREA.

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A SECUTITY FENCE OF AT LEAST 6 FEET IN HEIGHT SHALL BE OUTSIDE THE 100-YEAR FLOODPLAIN ALONG THE NORTHEAST BOUNDRY. THIS FENCE IS NOT REQUIRED TO BE OPAQUE. THE PROPERTY OWNER IS STILL RESPONSIBLE FOR THE MAINTENANCE OF THE AREA BETWEEN THE FENCE AND THE NORTH/EAST PROPERTY LINE.

FENCING ON THE SOUTH PROPERTY LINE WILL REMAIN HOWEVER, DUE TO THE AEP/PSO UTILITY LINE, EASMENT AND FLOOD PLAIN, THIS 6'-0" FENCE WILL BE CONSTRUCTED ON THE NORTH PSO EASEMENT LINE.

THE REQUIRED OPAQUE SCREENING ON THE WEST PROPERTY LINE OF THE PROPOSED APARTMENT PROJECT SHALL BE AMENDED TO PROVIDE FENCING EQUAL TO 'AMERISTAR MAJESTIC' 3 RAIL 8 FOOT LONG 6 FOOT HIGH GALVANIZED STEEL, BLACK FINISH WITH 6 FOOT HIGH MASONRY COLUMNS EVERY 40 FEET COLLUMN TO COLUMN. IN ADDITION, LANDSCAPING WITH BERMS SHALL BE ADDED NEXT TO AND ON BOTH SIDES OF THIS FENCING TO MEET THE BROKEN ARROW CITY LANDSCAPE REQUIREMENTS. ALL LANDSCAPING AND FENCING SHALL BE ON THE APARTMENT PROPERTY. ITEM 6: SETBACKS (FOR PHASE 2) SECTION 5.5.C.1.b.IV

"NO MORE THAN THREE (3) STRUCTURES SHALL BE LOCATED CONTINUOUSLY ON THE SAME BUILDING LINE, OR WITHIN THIRTY FEET (30') OF SUCH BUILDING LINE ESTABLISHED"

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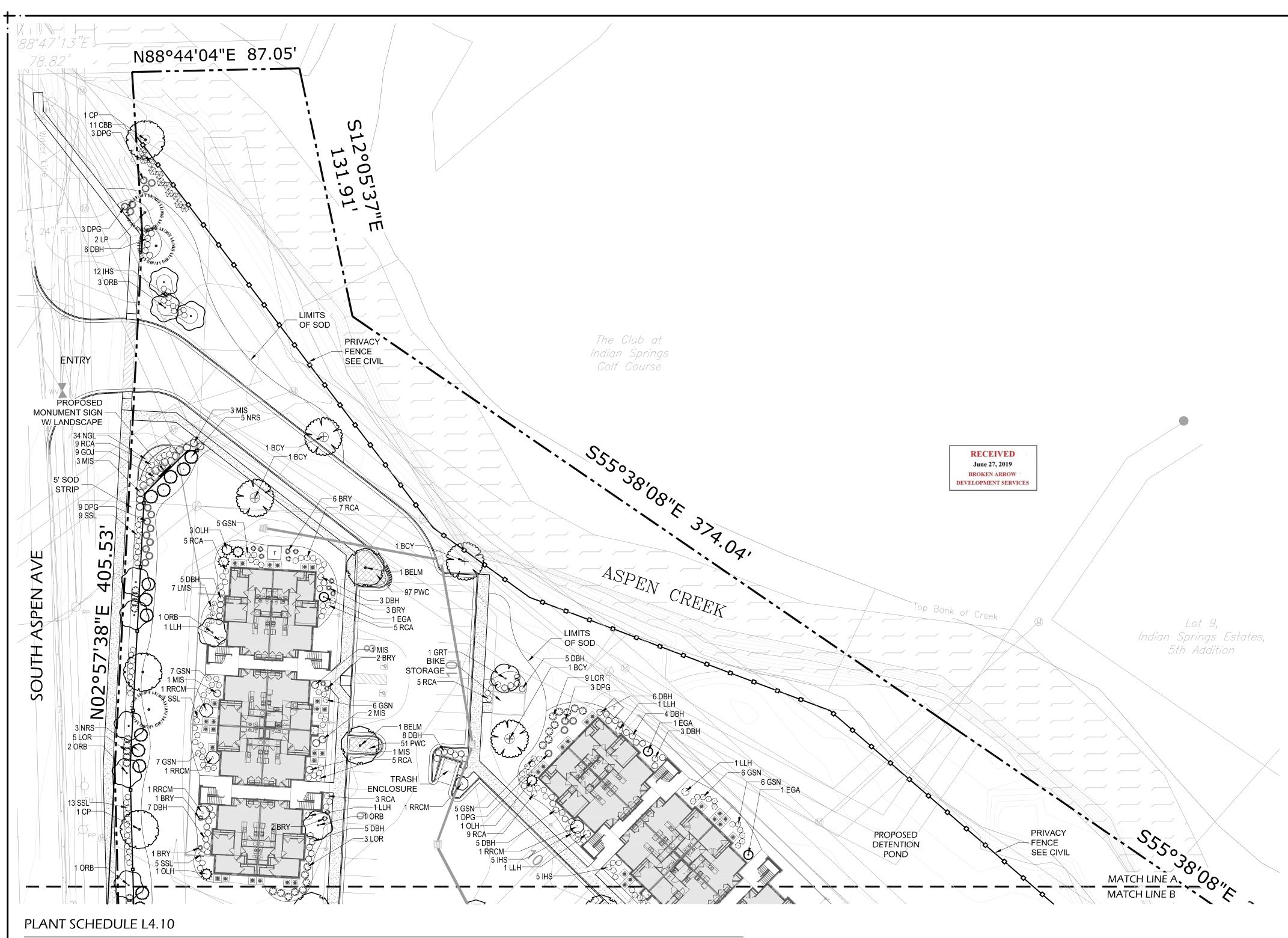
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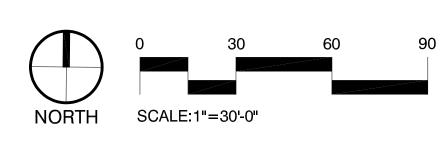
TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	COMMEN
ORB	9	Oklahoma Redbud	Cercis canadensis `Oklahoma`	B&B	3" CAL	10`-12` HT.; 4`-5` SPD.	
NRS	11	Nellie Stevens Holly	llex x `Nellie R Stevens`	B&B		7`-8` HT , 3`-4` SPD.	FULL TO
OLH	5	Oak Leaf Holly	llex x `Oak Leaf	B&B		7`-8` HT., 3`-4` SPD.	FULL TO
GRT	1	Golden Rain Tree	Koelreuteria paniculata	B&B	3" CAL	12`-14` HT.; 4`-5` SPD.	STRONG
RRCM	5	Crape Myrtle	Lagerstroemia indica `Red Rocket`	B&B	1" CAL		MULTI-TF
LP	3	Lobiolly Pine	Pinus taeda	B&B	3" CAL	14`-16` HT., 4`-5` SPD.	STRONG
СР	3	Chinese Pistache	Pistacia chinensis	B&B	3" CAL	10`-12` HT , 4`-5` SPD.	
BCY	4	Bald Cypress	Taxodium distichum `Shawnee Brave` TM	B&B	3" CAL	12`-14` HT., 5`-6` SPD.	STRONG
EGA	3	Emerald Arborvitae	Thuja occidentalis `Emerald`	B&B		6`-7` HT., 2`-3` SPD.	
BELM	2	Bosque Elm	Ulmus parvifolia	B&B	3" CAL	12`-14` HT ; 4`-5` SPD.	
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONT	COMMENTS	O.C.	
RCA	48	Rose Creek Abelia	Abelia x `Rose Creek`	3 GAL		36" O.C.	
DPG	19	Pampas Grass	Cortaderia pumila	3 GAL			
CBB	11	Compact Burning Bush	Euonymus alatus `Compactus`	3 GAL		48" O.C.	
BRY	15	Brakelights Red Yucca	Hesperaloe parviflora `Brakelights` TM	3 GAL		AS SHOWN	
LLH	5	Limelight Hydrangea	Hydrangea paniculata `Limelight` TM	3 GAL			
DBH	55	Dwarf Burford Holly	llex cornuta `Burfordii Nana`	3 GAL			
GOJ	9	Grey Owl Juniper	Juniperus virginiana `Grey Owl`	3 GAL			
SSL	43	Sunshine Ligustrum	Ligustrum sinense `Sunshine`	3 GAL		36" O.C.	
LOR	21	Ruby Loropetalum	Loropetalum chinense `Ruby`	3 GAL			
MIS	11	Adagio Miscanthus Grass	Miscanthus sinensis `Adagio`	3 GAL		AS SHOWN	
GSN	42	Gulfstream Nandina	Nandina domestica `Gulf Stream` TM	3 GAL		36" O.C.	
IHS	22	Snowcap Indian Hawthorn	Rhaphiolepis x delacourii `Snowcap`	3 GAL			
LMS	7	Limeound Spirea	Spiraea x bumalda `Limemound` TM	3 GAL		30" O.C.	
GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	CONT	O.C.		
PWC	148	Purple Wintercreeper	Euonymus coloratus	1 GAL	18" O.C.		
	34	New Gold Lantana	Lantana x `New Gold`	1 GAL	18" O.C.		

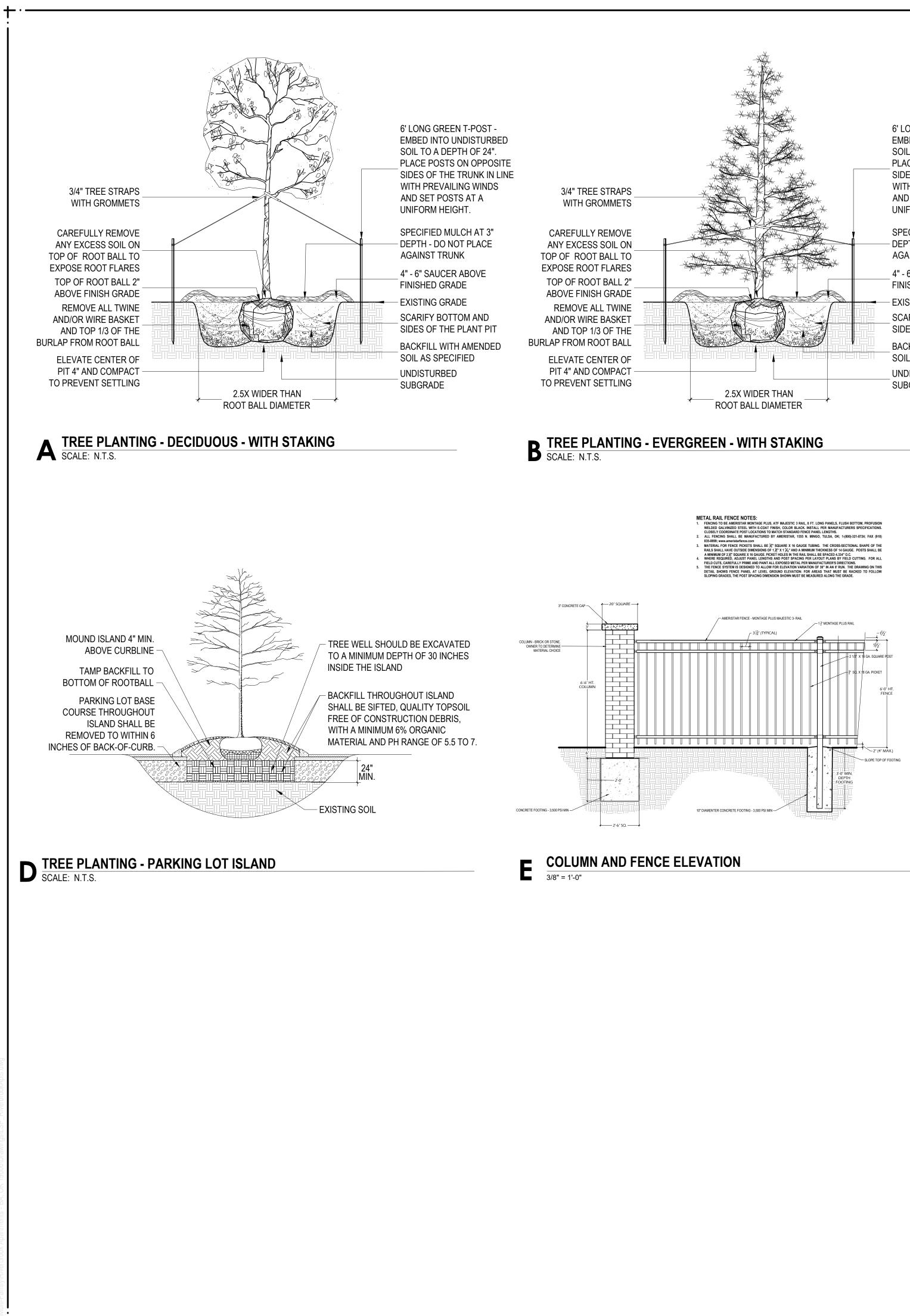
# 1ENTS

TO GROUND TO GROUND ONG CENTRAL LEADER T-TRUNK; 3 TRUNK MIN ONG CENTRAL LEADER

NG CENTRAL LEADER

	<b>G N</b> A P E C T S TE 100 14 s, illustrations d within this f ALABACK ociates, Inc.) her in part or the express CK DESIGN. Ill verify all construction ein prior to n. Verify all oduction may
PROFORE	06/04/19
RIVERBROOK APARTMENTS 13533 S ASPEN AVE BROKEN ARROW, OKLAHOMA 7401	Prepared for: LARRY BLACKLEDGE BLACKLEDGE & ASSOCIATES ARCHITECTS
REVISIONS: # DATE DESCRIPT 06/04/19 DESIGN DE	'ION VELOPMENT
DATE: JUNE PROJECT # DESIGN: DRAWN: CHECKED:	ISSUE ERMIT PLAN E 04, 2019 19006 BN BN DA HEET TITLE

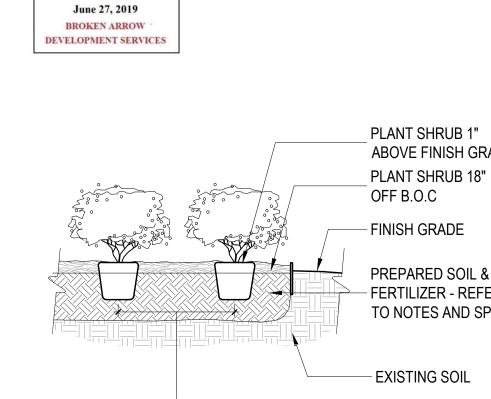




6' LONG GREEN T-POST -EMBED INTO UNDISTURBED SOIL TO A DEPTH OF 24". PLACE POSTS ON OPPOSITE SIDES OF THE TRUNK IN LINE WITH PREVAILING WINDS AND SET POSTS AT A UNIFORM HEIGHT.

SPECIFIED MULCH AT 3" DEPTH - DO NOT PLACE AGAINST TRUNK

4" - 6" SAUCER ABOVE FINISHED GRADE - EXISTING GRADE SCARIFY BOTTOM AND SIDES OF THE PLANT PIT BACKFILL WITH AMENDED SOIL AS SPECIFIED UNDISTURBED SUBGRADE



RECEIVED

ON CENTER SPACING AS SPECIFIED



SCALE: N.T.S.



ABOVE FINISH GRADE

PREPARED SOIL & FERTILIZER - REFER TO NOTES AND SPECS

# **Request for Action**

# File #: 25-316, Version: 1

# Broken Arrow Planning Commission 03-13-2025

To: From: Title:	Chairman and Commission Members Community Development Department
	Public hearing, consideration, and possible action regarding SP-001966- 2025 (Specific Use Permit), Church of St. Benedict Signage, 4.84 acres, R-2 (Single Family Residential) and RD (Residential Duplex)/SP (Specific Use Permit) 27, one-quarter mile north of New Orleans Street (101 <sup>st</sup> Street), west of Aspen Avenue (145 <sup>th</sup> E. Avenue)
Background:	
Applicant:	Dan O'Brien
Owner:	Church of St. Benedict
Engineer:	N/A
Location:	One-quarter mile north of New Orleans Street (101st Street), west of Aspen Avenue (145th E. Avenue)
Size of Tract	4.84 acres
Number of Lots:	1
<b>Present Zoning:</b>	R-2, RD, SP-27
<b>Comp Plan Present:</b>	: Level 2

SP-001966-2025 is a request for a Specific Use Permit for a proposed digital monument sign at a maximum of 12 feet tall and 60 square foot display area with monument base and architectural details, as shown in the attached exhibit. The property is zoned R-2, RD, and SP-27 and is located one-quarter mile north of New Orleans Street (101<sup>st</sup> Street), west of Aspen Avenue (145<sup>th</sup> E. Avenue). The proposed sign will be located on the east side of the property, along Aspen Avenue.

On January 18, 1982, the City Council approved SP-27, a Specific Use Permit for Church of St. Benedict, subject to platting. The plat for Church of Saint Benedict was recorded in Tulsa County on November 29, 1982. SP-001966-2025 was on the Planning Commission agenda of February 27, 2025, at which time it was continued to today's meeting. Planning Commission had concerns regarding the size of the digital display of the sign (originally proposed to be 13 feet tall and 80 square foot display area), and the applicant has subsequently submitted an updated exhibit with a reduced digital display size, as well as overall size.

In accordance with the zoning ordinance, permanent freestanding signs, which function as on-premises advertising and are located on a lot used for institutional uses, including places of assembly, may be constructed in residential districts as long as they do not exceed 32-square-feet of display are and do not exceed 8-feet in height. Per Section 5.7.E.2 of the zoning ordinance, increases in display surface area and height may be

# File #: 25-316, Version: 1

requested through a PUD or Specific Use Permit.

SP-001966-2025 is a request for a Specific Use Permit for a freestanding sign with a maximum height of 12 feet and a maximum area of 60 square feet. The sign is proposed to include a 30.94-square-foot digital display, masonry base, and architectural details. The church's name will be included in a segment of the sign above the digital display.

Surrounding land uses and zoning classifications include the following:

North:	R-3	Single Family Residential
East:	R-3	Single Family Residential
South:	CN, PUD-43	Commercial
	RD, SP-153	Undeveloped
West:	R-2, RD	Single Family Residential, Residential Duplex

Places of assembly are permitted in any residential district with a Specific Use Permit by the zoning ordinance. Illuminated signs are permitted in residential districts, as part of an institutional use, such as a places of assembly, with a Specific Use Permit. SP-001966-2025 is therefore in accordance with the comprehensive plan and zoning ordinance.

Attachments:	Case map
	Aerial map
	Comprehensive Plan
	Proposed Sign Detail

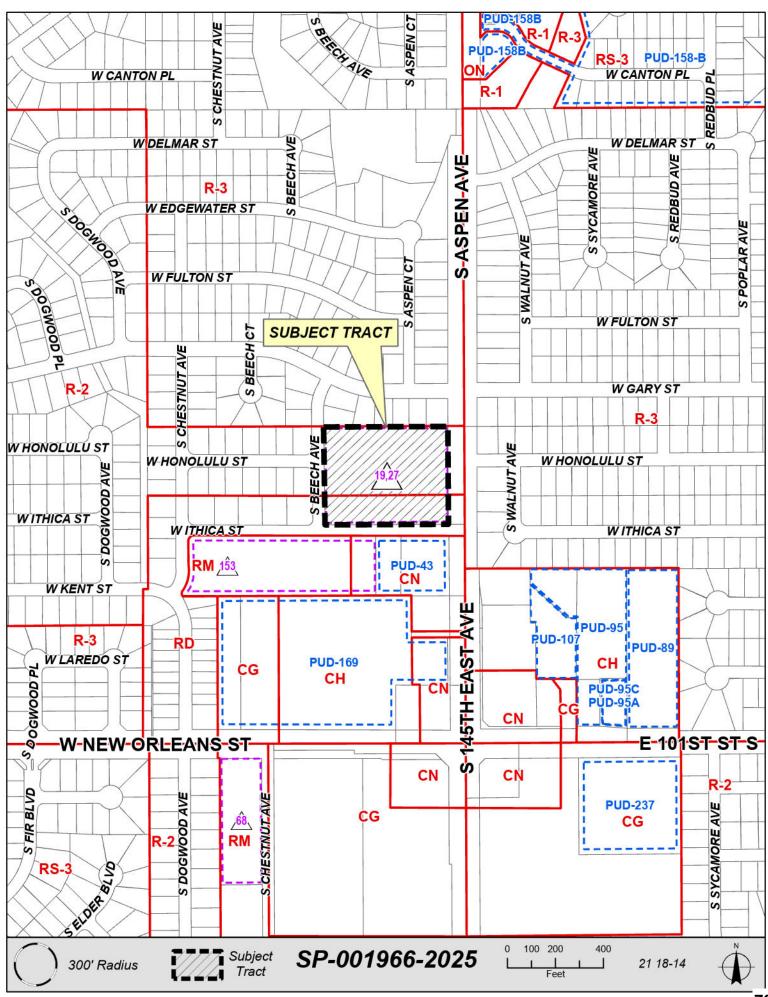
# **Recommendation:**

Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that SP-001966-2025 be approved.

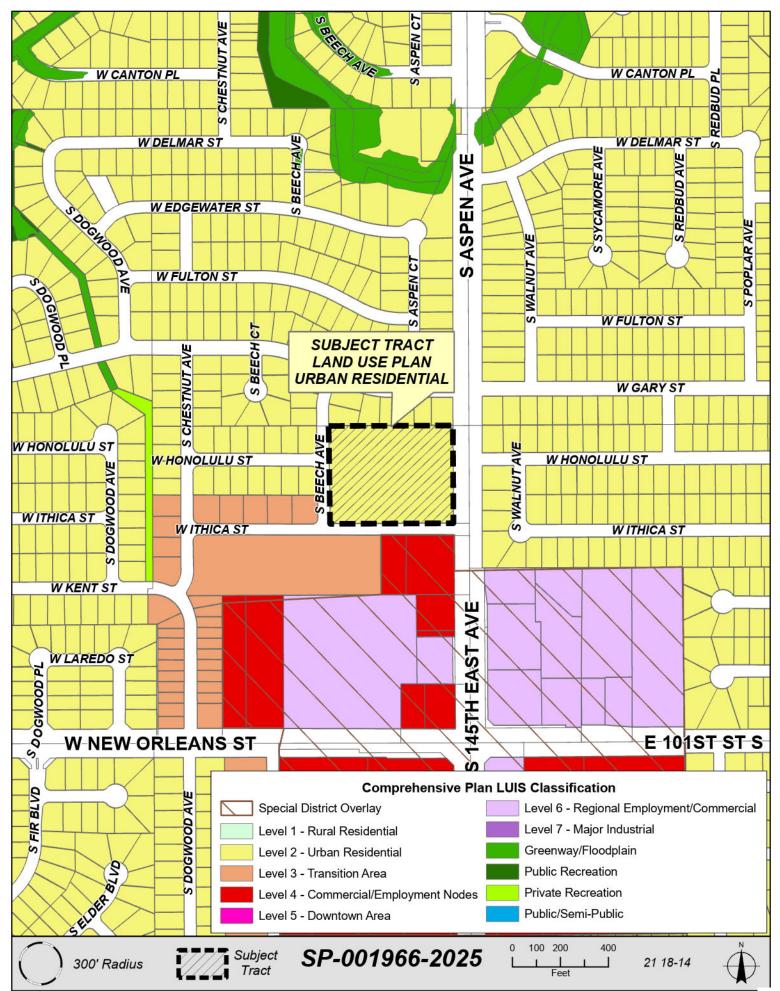
Reviewed By: Amanda Yamaguchi

Approved By: Rocky Henkel

MEH



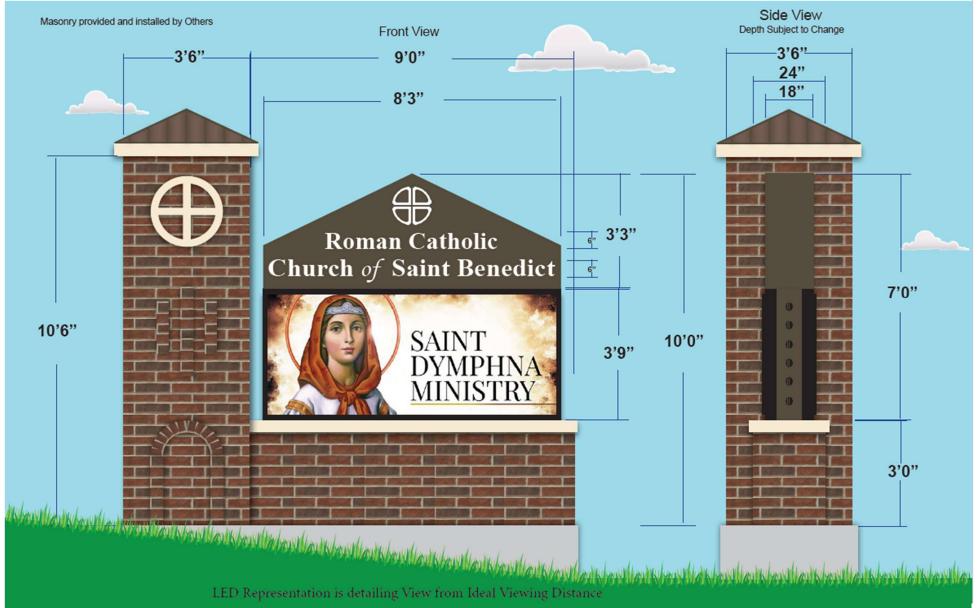






Austin, TX 78750 Phone : (877) 522-0839

# FC8-120280L **Client** - Church of Saint Benedict



Aspen street view looking north showing approximate planned location of the Church of St. Benedict sign as proposed.



Small Existing Sign that will be moved to the corner of Ithica Street and South Beech



# **Request for Action**

# File #: 25-312, Version: 1

# Broken Arrow Planning Commission 03-13-2025

To: From: Title:	Chairman and Commission Members Community Development Department	
	Approval of PT-001942-2024 PR-000627-2024, Conditional Final Plat, Timber Ridge Residential, approximately 35.30 acres, 140 Lots, A-1 (Agricultural) to RS-4 (Single- Family Residential) and RD (Residential Duplex)/PUD-334, located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue)	
Background		
Applicant:	Wallace Design Collective	
Owner: Glen Wood Homes, LP		
<b>Developer:</b>	Glen Wood Homes, LP	
<b>Engineer:</b>	Wallace Design Collective	
Location:	South and west of the southwest corner of Albany Street (61st Street) and 37th	
Street (209th	E. Avenue)	
Size of Tract Approximately 35.30 acres		
Number of L	ots: 140	
Zoning:	PUD-334 (Planned Unit Development)/RS-4 (Residential Single Family)	
Comp Plan:	Level 2	

PT-001942-2024, the conditional final plat for Timber Ridge Residential proposes to have 140 lots on approximately 35.30 acres. This property, which is located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue), has been approved for rezoning from A-1 (Agricultural) to PUD-334 (Planned Unit Development) with underlying RS-4 (Single-Family Residential) zoning, subject to the property being platted.

Single-family homes encompass much of the property and generally meets the minimum standards of the RS-4 zoning district. A portion of the property is proposed as a duplex development and is located on the northeastern edge of the property. Primary access to this development is provided by one access point on the Albany Street, one access point into the existing Bentree neighborhood to the west. Stub streets are proposed to the north, south, and east to accommodate future phases of this development.

According to FEMA maps, none of the property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. This conditional final plat was reviewed by the Technical Advisory Committee on January 14, 2025 and subsequently recommended for approval by Planning Commission on January 23, 2025.

# File #: 25-312, Version: 1

The City Council reviewed this item on February 18, 2025. This plat was removed from the consent agenda due to two individuals requesting to speak on the item. One person, speaking on behalf of the project, spoke in favor. The second individual represented a proposed development to the west.

Based on the discussion at the meeting, City Council referred the conditional final plat back to Planning Commission for review. Specifically, the Council indicated that they would like to see more connectivity between the properties to accommodate future school traffic, vehicle and pedestrian.

Staff's interpretation of the City Council discussion is that council would prefer to see as stub street along the west boundary of the northern portion of the Timber Ridge Residential plat in addition to the current proposed stub street to the north. The proposed project to the west would then be required to connect into these stub streets as part of their development.

Staff met with the applicant on March 5, 2025 to discuss the direction provided by City Council. At that meeting the applicant indicated that they are willing to add an additional stub street to their design. A revised Conditional Final Plat was received by Staff on March 7, 2025. This has been reviewed and is attached to this report for approval.

Attachments:	Checklist	
	Conditional Final Plat and Covenants	

# **Recommendation:**

Staff recommends PT-0011942-2023|PR-000627-2024, Conditional Final Plat for Timber Ridge Residential, subject to the attached checklist.

# **Reviewed by: Amanda Yamaguchi**

# Approved by: Rocky Henkel

ALY

# Conditional Final Plat Recieved 3-7-2025

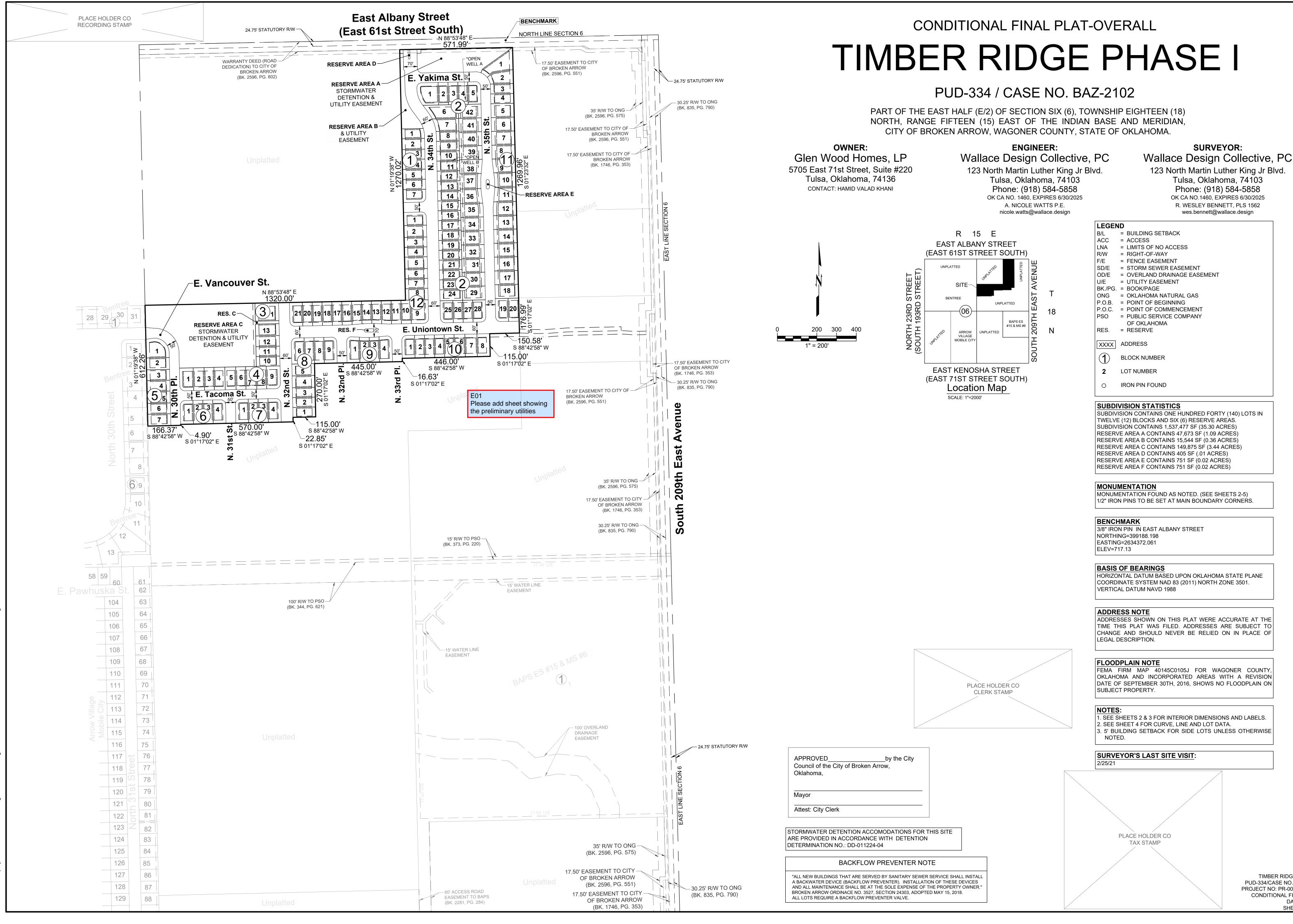
[1] 2040172 Co	ond Final Plat-Phase I-Sheet 1 (1)	
Ser Inc. e	Page Label: [1] 2040172 Cond Final Plat-Phase I-Sheet 1 Author: AYamaguchi	E01 Please add sheet showing the preliminary utilities
[3] 2040172 Co	ond Final Plat-Phase I-Sheet 3 (3)	
Add dimensions for build file. Becard and and build file. Becard and and build file. Becard and and and and and and and and and an	Page Label: [3] 2040172 Cond Final Plat-Phase I-Sheet 3 Author: AYamaguchi	E02 Add dimensions for this easement and build line.
	Page Label: [3] 2040172 Cond Final Plat-Phase I-Sheet 3         Author: AYamaguchi	P01: Verify that the stub streets do not exceed the 150' length to require a temporary turn around.
Pot All advances as assigned by NCOOL	Page Label: [3] 2040172 Cond Final Plat-Phase I-Sheet 3 Author: AYamaguchi	P02: Add addresses as assigned by INCOG.
[5] 2040172 DC	DD PH I-Sheet 5 (1)	



Page Label: [5] 2040172 DOD PH I-Sheet 5 Author: AYamaguchi

P03:

Clarify that the developer is responsible for the arterial street frontage sidewalks. Individual property owners will be responsible for sidewalks on individual lots as they develop.





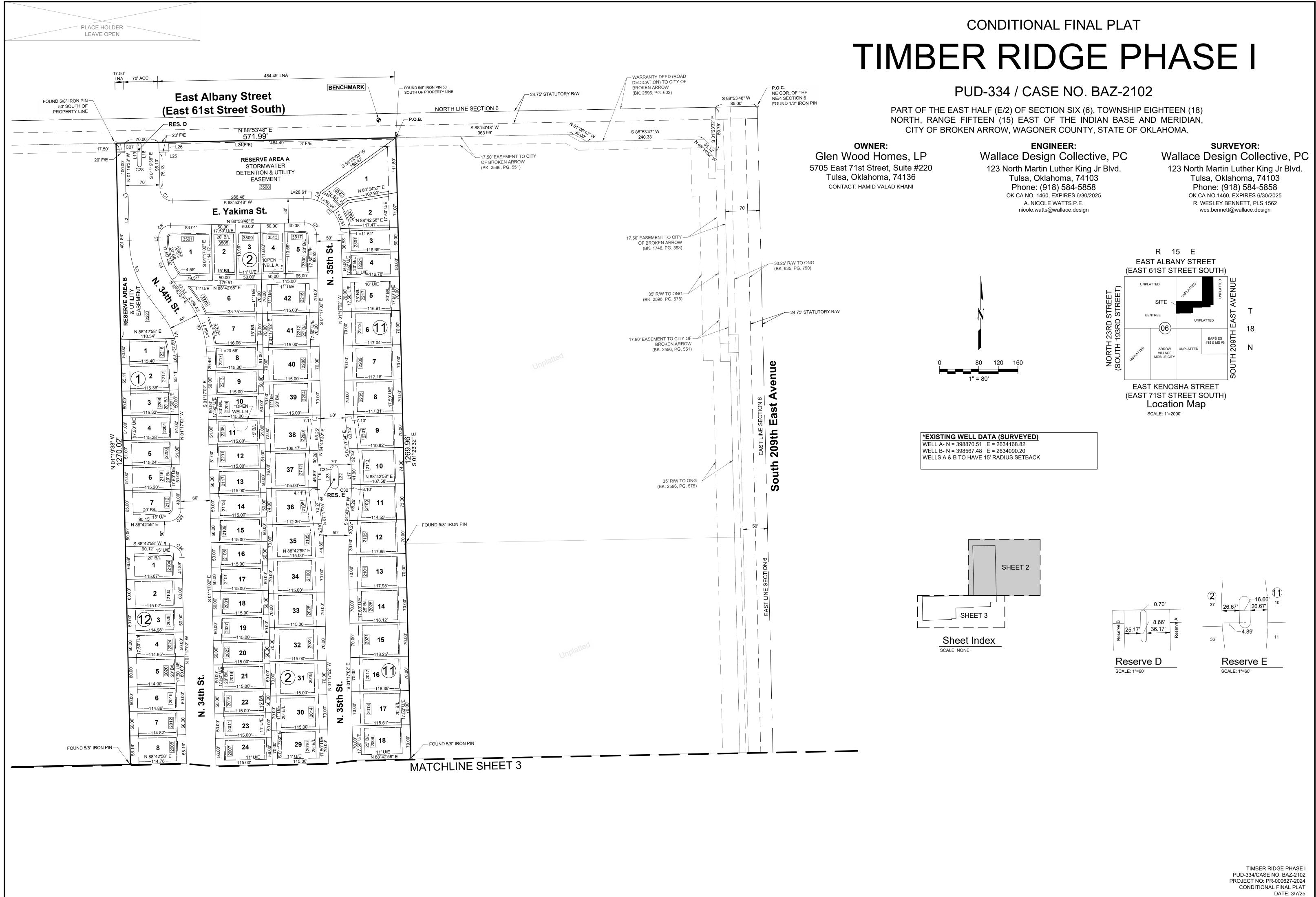
TIMBER RIDGE PHASE I PUD-334/CASE NO. BAZ-2102 PROJECT NO: PR-000627-2024 CONDITIONAL FINAL PLAT DATE: 3/7/25 SHEET 1 OF 5

SURVEYOR:

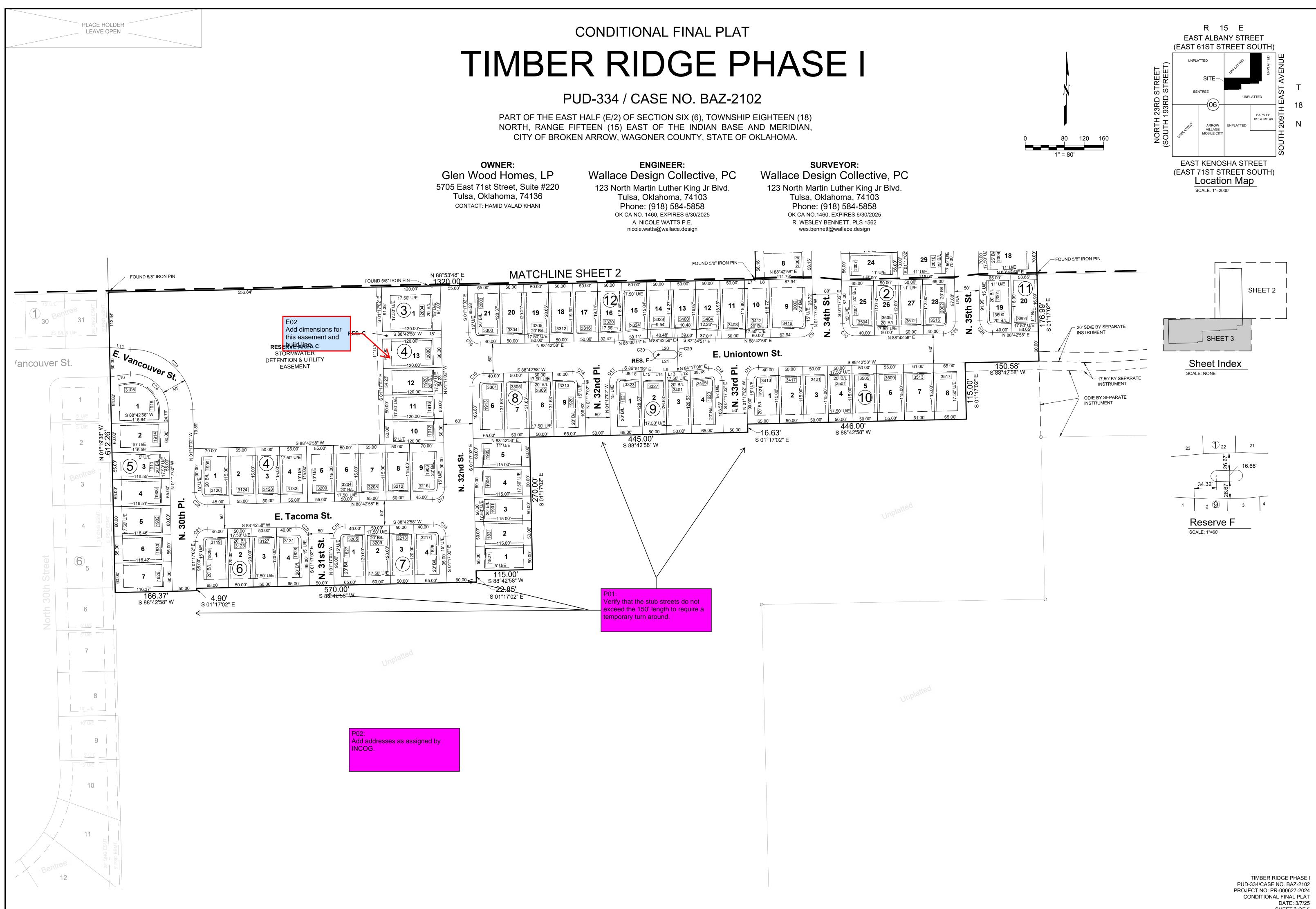
123 North Martin Luther King Jr Blvd.

Tulsa, Oklahoma, 74103 Phone: (918) 584-5858 OK CA NO.1460, EXPIRES 6/30/2025 R. WESLEY BENNETT, PLS 1562 wes.bennett@wallace.design

1. SEE SHEETS 2 & 3 FOR INTERIOR DIMENSIONS AND LABELS. 2. SEE SHEET 4 FOR CURVE, LINE AND LOT DATA. 3. 5' BUILDING SETBACK FOR SIDE LOTS UNLESS OTHERWISE



SHEET 2 OF 5



SHEET 3 OF 5

		CURVE TABLE				
CURVE #	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD BEARING (CB)	CHORD DISTANCE (CD)	
C1	39.17'	25.00'	89°46'34"	S 46°12'55" E	35.29'	
C2	117.57'	75.00'	89°49'10"	N 46°11'37" W	105.90'	
C3	123.57'	200.00'	35°23'59"	S 19°01'37" E	121.61'	
C4	86.50'	140.00'	35°23'59"	S 19°01'37" E	85.13'	
C5	86.60'	140.00'	35°26'35"	N 19°00'19" W	85.23'	
C6	123.72'	200.00'	35°26'35"	N 19°00'19" W	121.76'	
C7	39.19'	25.00'	89°49'10"	N 46°11'37" W	35.30'	
C8	39.37'	25.00'	90°13'26"	S 43°47'05" W	35.42'	
C9	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'	
C10	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'	
C11	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'	
C12	41.20'	25.00'	94°25'53"	N 48°29'59" W	36.70'	
C13	41.20'	25.00'	94°25'53"	S 45°55'55" W	36.70'	
C14	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'	
C15	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'	
C16	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'	
C17	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'	
C18	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'	
C19	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'	
C20	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'	
C21	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'	
C22	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'	
C23	196.35'	125.00'	90°00'00"	N 46°17'02" W	176.78'	
C24	117.81'	75.00'	90°00'00"	S 46°17'02" E	106.07'	
C25	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'	
C26	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'	
C27	13.60'	4.33'	180°00'00"	S 88°40'22" W	8.66'	
C28	13.60'	4.33'	180°00'01"	S 88°40'22" W	8.66'	
C29	26.17'	8.33'	180°00'00"	S 01°17'02" E	16.66'	
C30	26.17'	8.33'	180°00'00"	N 01°17'02" W	16.66'	
C31	26.17'	8.33'	180°00'00"	N 88°42'58" E	16.66'	
C32	26.17'	8.33'	180°00'00"	S 88°42'58" W	16.66'	
C33	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'	
C34	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'	

LINE TABLE			
LINE #	LENGTH	BEARING	
L1	10.00'	N 31°19'38" W	
L2	91.34'	N 01°19'38" W	
L3	4.58'	N 01°19'38" W	
L4	20.00'	N 20°45'08" E	
L5	37.75'	N 51°16'02" E	
L6	12.57'	N 01°17'02" W	
L7	23.16'	N 88°53'48" E	
L8	26.84'	N 88°42'58" E	
L9	50.97'	N 88°42'58" E	
L10	42.00'	N 81°55'25" E	
L11	42.06'	S 84°24'42" E	
L12	24.59'	S 84°17'05" W	
L13	25.48'	S 88°42'58" W	
L14	25.48'	S 88°42'58" W	
L15	24.59'	N 86°51'09" W	
L16	50.00'	S 01°17'02" E	
L17	50.00'	S 01°17'02" E	
L18	40.00'	S 01°19'38" E	
L19	40.00'	N 01°19'38" W	
L20	32.00'	N 88°42'58" E	
L21	32.00'	S 88°42'58" W	
L22	32.00'	S 01°17'02" E	
L23	32.00'	N 01°17'02" W	
L24	460.16'	S 88°53'48" W	
L25	20.00'	S 88°53'48" W	
L26	17.00'	N 01°19'38" W	

ORI
PLOT:3/7/25
72 Timber Ridge Subdivision\Dwg\PRODUCTION\Plat\2040172 Cond Final Plat-Phase I.dwg
vil-server\projects\2040172 Ti

# CONDITIONAL FINAL PLAT

PUD-334 / CASE NO. BAZ-2102

	a Table (Bl	OCK T)
Lot #	Area	(Acre)
1	5,708	0.13
2	6,358	0.15
3	5,767	0.13
4	5,880	0.13
5	5,878	0.13
6	5,876	0.13
7	7,353	0.17
Lot Are	a Table (Bl	ock 2)
Lot #	Area	(ACRE)
1	11,444	0.26
2	5,702	0.13
3	5,694	0.13
4	5,686	0.13
5	7,247	0.17
6	10,866	0.25
7	7,871	0.18
8	5,757	0.13
9	5,748	0.13
10	5,739	0.13
11	5,865	0.13
12	5,865	0.13
13	5,750	0.13
14	5,750	0.13
15	5,750	0.13
16	5,750	0.13
17	5,750	0.13
18	5,750	0.13
19	5,750	0.13
20	5,750	0.13
21	5,750	0.13
22	5,750	0.13
23	5,750	0.13
24	6,440	0.15
25	7,146	0.16
26	5,600	0.13
27	5,600	0.13
28	7,146	0.16
29	8,050	0.18
30	8,050	0.18
31	8,050	0.18
32	8,050	0.18
33	8,050	0.18
34	8,050	0.18
35	8,017	0.18
36	8,027	0.18
30	8,027	0.18
38	8,058	0.18
	8,050	
39		0.18
40	8,050	0.18
41	8,050	0.18
42	8,050	0.18
LOT Are	a Table (Bl	
Lot #	Area	(ACRE)

Lot Area Table (Block 4)			
Lot #	Area	(ACRE)	
1	7,916	0.18	
2	6,325	0.15	
3	5,750	0.13	
4	6,325	0.15	
5	6,325	0.15	
6	5,750	0.13	
7	6,325	0.15	
8	5,750	0.13	
9	7,916	0.18	
10	6,000	0.14	
11	6,000	0.14	
12	6,508	0.15	
13	7,200	0.17	
Lot Area	a Table (B	lock 5)	
Lot #	Area	(ACRE)	
1	10,332	0.24	
2	6,997	0.16	
3	6,411	0.15	
4	6,409	0.15	
5	6,989	0.16	
6	6,404	0.15	
7	6,984	0.16	
Lot Area	a Table (B	lock 6)	
Lot #	Area	(ACRE)	
1	7,666	0.18	
2	6,000	0.18	
3	6,000	0.14	
4	7,666	0.14	
	a Table (B		
	-	-	
Lot #	Area	(ACRE)	
1	7,666	0.18	
2	6,000	0.14	
3	6,000	0.14	
4	7,666	0.18	
Lot Area	a Table (B	lock 8)	
Lot #	Area	(ACRE)	
1	5,750	0.13	
2	5,750	0.13	
3	5,750	0.13	
4	6,900	0.16	
5	6,900	0.16	
6	8,422 0.19		
7	6,582 0.15		
8	6,582	0.15	
9	8,422	0.19	
Lot Area Table (Block 9)			
Lot #	Area	(ACRE)	
1	8,358	0.19	
2	6,355	0.15	
3	6,355	0.15	
4	8,358	0.19	
4	8,358	0.19	

Lot Area(AcRE)Lot #Area(ACRE)17,3410.1725,7500.1335,7500.1345,7500.1355,7500.1366,3250.1577,0150.1687,4750.17Lot #Area(ACRE)111,3060.2627,5980.1735,8350.1345,8370.1358,1790.1345,8370.1358,1790.1968,1880.1978,1980.1968,1840.1978,1940.1968,1840.1978,1940.1918,0100.18118,0800.19128,1970.19138,2240.19148,2640.19158,2740.19168,2810.19178,2910.14188,3010.14197,4700.17206,2740.13197,4700.13197,4700.13197,4700.13197,4700.13196,9030.14105,9140.13115,9410.13126,9030.14135,7540.1					
17,3410.1725,7500.1335,7500.1345,7500.1355,7500.1366.3250.1577,0150.1687,4750.17Lot #Area(ACRE)111,3060.2627,5980.1345,8370.1358,1790.1938,1790.1948,2070.1968,1880.1978,1980.1978,1980.1988,2070.1388,2070.1398,0800.18108,1810.19118,2840.19128,1970.19138,2540.19148,2640.19158,2730.19168,2810.19178,2910.19188,3010.19197,4700.17206,2760.14197,5650.13197,5740.13105,7420.13115,9370.14125,9370.14135,6370.13145,7420.13155,8370.14165,9370.14175,9370.14185,9370.14195,937 <td< td=""><td colspan="4">Lot Area Table (Block 10)</td></td<>	Lot Area Table (Block 10)				
0025,7500.1335,7500.1345,7500.1355,7500.1366,3250.1577,0150.1687,4750.17Lot #Area0.2627,5980.13111,3060.2627,5980.1335,8350.1345,8370.1358,1790.1968,1880.1958,1790.1968,1840.1978,0800.18108,0100.18118,0800.19128,1970.19138,2730.19148,2640.19158,2730.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2740.13155,7500.13165,7420.13175,7420.13186,6770.14195,0370.14115,9340.14125,9370.14135,7500.13145,7420.13155,8370.14165,9370.14175,9640.14 <t< td=""><td>Lot #</td><td>Area</td><td>(ACRE)</td></t<>	Lot #	Area	(ACRE)		
35,7500.1345,7500.1355,7500.1355,7500.1377,0150.1687,4750.17Lot #Area(ACRE)111,3060.2627,5980.1335,8370.1345,8370.1358,1790.1968,1880.1968,1890.1968,1810.1978,0190.1988,2070.1998,0080.18108,0100.18118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17105,7500.13117,5650.13126,9030.1635,7500.13145,7440.13155,9370.14105,9370.14115,9440.13125,9370.14135,7500.13145,7400.13155,9370.14165,9370.14175,941<	1	7,341	0.17		
45,7500.1355,7500.1366,3250.1577,0150.1687,4750.17Lot #Area(ACRE)111,3060.2627,5980.1325,8370.1335,8370.1358,1790.1968,1880.1978,1980.1968,2070.1388,2070.1398,0080.19108,0180.19118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19148,2640.19158,2710.19168,2810.19178,2910.19188,3010.19197,4700.17206,2760.14197,5650.13197,57500.13105,7440.13115,9440.13125,9370.14135,7500.13145,9370.14155,9370.14165,9370.14175,9440.13186,6770.13195,9370.14115,9370.14125,9370.14135,750 </td <td>2</td> <td>5,750</td> <td>0.13</td>	2	5,750	0.13		
N 3N 355,7500.1366,3250.1577,0150.1787,4750.17Lot #Area(ACRE)111,3060.2627,5980.1345,8370.1345,8370.1345,8370.1958,1790.1968,1880.1978,1980.1988,2070.1998,0080.18108,0100.19118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.14197,5750.13197,5750.13105,7440.13115,7440.13126,9370.14136,6770.14145,7400.14155,9440.13165,7440.13175,7400.14186,6770.14195,7600.14115,9440.14135,7600.14145,7400.14155,9990.14165,973 <td< td=""><td>3</td><td>5,750</td><td>0.13</td></td<>	3	5,750	0.13		
A 6A 6A 177,0150.1587,4750.17Lot Are(ACRE)111,3060.2627,5980.1735,8370.1345,8370.1345,8370.1358,1790.1968,1880.1978,1980.1978,1980.1988,2070.1398,0080.18108,0100.18118,2070.19128,1970.19138,2540.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.14117,5650.17216,9030.1635,7400.13145,7400.13156,8950.16165,7440.13175,7420.13186,6770.141910,3060.14115,9400.14115,9410.14135,7600.13145,7200.13155,9370.14165,9370.14175,9410.14185,9690.14196,071 </td <td>4</td> <td>5,750</td> <td>0.13</td>	4	5,750	0.13		
770.1687,4750.17Lot #Area(ACRE)111,3060.2627,5980.1735,8350.1345,8370.1358,1790.1968,1880.1978,1980.1978,1980.1988,2070.1398,0100.18108,0100.18118,0200.19128,1970.19138,2540.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.14197,4700.13197,5650.17206,2760.13197,5740.13105,7440.13115,9370.14125,9060.14136,6770.13145,7200.13155,9370.14165,9370.14175,9370.14185,9370.14195,7200.13145,7200.13155,9370.14165,9370.14175,9310.14185,9370.14196,074 <td>5</td> <td>5,750</td> <td>0.13</td>	5	5,750	0.13		
87.4750.17Lot #Area(ACRE)111,3060.2627.5980.1735.8350.1345.8370.1958,1790.1968,1880.1978,1980.1988,2070.1998,0080.18108,0100.18118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.14197,5550.17206,2760.13117,5650.1726,9030.1635,7500.1345,7440.1356,8950.1615,9370.1415,9370.1415,9370.1415,9370.1415,9370.1415,9370.1415,9370.1415,9370.1415,9370.1415,9370.1415,9370.1415,9370.1415,9370.14 </td <td>6</td> <td>6,325</td> <td>0.15</td>	6	6,325	0.15		
Lot #Area(ACRE)111,3060.2627,5980.1335,8350.1345,8370.1358,1790.1968,1880.1978,1980.1988,2070.1998,0080.18108,0100.18118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.14206,2760.14117,5650.17216,9030.1635,7500.13145,7420.13156,8950.1635,7500.1345,7440.1356,8740.13165,9370.14115,9440.13145,7200.13155,8370.13165,9730.14175,9690.14185,9790.14196,0070.14115,9370.14125,9370.14135,7500.13145,720	7	7,015	0.16		
Area(ACRE)111,3060.2627,5980.1735,8350.1345,8370.1358,1790.1968,1880.1978,1980.1978,1980.1988,2070.18108,0100.18118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.14107,5650.17206,2760.13117,5650.17206,2760.13135,7500.13145,7440.1356,8950.1635,7500.1345,7440.1356,8950.16105,9370.14115,9440.13155,8370.13165,9730.14175,9910.14185,9600.14196,0770.13145,7200.13155,8370.14165,9730.14175,9910.14185,9690.14196,0740.14 </td <td>8</td> <td>7,475</td> <td>0.17</td>	8	7,475	0.17		
111,3060.2627,5980.1735,8350.1345,8370.1358,1790.1968,1880.1978,1980.1988,2070.1998,0080.18108,0100.18118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.1417,5650.1726,9030.1635,7500.1345,7420.1356,8950.1635,7500.1345,7440.1355,8370.14105,9340.14115,9440.1355,8370.14115,9410.14125,9060.14135,7600.1345,7420.1355,8370.13155,8370.14165,9730.14175,9910.14185,9690.14196,0070.14115,9490.14125,9690.14135,7600.1	Lot Area	a Table (Blo	ock 11)		
111,3060.2627,5980.1735,8350.1345,8370.1358,1790.1968,1880.1978,1980.1988,2070.1998,0080.18108,0100.18118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.1417,5650.1726,9030.1635,7500.1345,7420.1356,8950.1635,7500.1345,7440.1355,8370.14105,9340.14115,9440.1355,8370.14115,9410.14125,9060.14135,7600.1345,7420.1355,8370.13155,8370.14165,9730.14175,9910.14185,9690.14196,0070.14115,9490.14125,9690.14135,7600.1			1		
27,5980.1735,8350.1345,8370.1358,1790.1968,1880.1978,1980.1988,2070.1998,0080.18108,0100.18118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.14107,5650.17206,2760.13117,5650.17226,9030.1635,7500.1345,7420.1356,8950.1635,7500.1345,7420.1356,8950.1665,7440.1365,7440.13155,8370.13165,9440.14115,9440.14125,9060.13155,8370.13165,9730.14175,9910.14185,9910.14196,0070.14115,9490.14125,9690.14135,7600.13145,991					
35,8350.1345,8370.1358,1790.1968,1880.1978,1980.1988,2070.1988,2070.18108,0100.18118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.14117,5650.17206,2760.13117,5650.17206,2760.13117,5650.17206,2760.13156,8950.1635,7500.1345,7440.1356,8950.1665,7440.1356,8970.1365,7440.1375,7420.13165,9370.14115,9440.14125,9610.14135,7600.13145,7200.14155,8370.14165,9730.14175,9910.14185,9990.14196,0070.14196,01570.14					
45.8370.1358,1790.1968,1880.1978,1980.1988,2070.1998,0080.18108,0100.18118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.14117,5650.17206,8930.1617,5650.1317,5650.1317,5650.1335,7500.1345,7480.1356,8950.1665,7440.1375,7420.1365,9370.14105,9370.13155,8370.13165,9730.14135,7600.13145,7200.13155,8370.13165,9730.14175,9910.14185,9990.14196,0070.14196,0070.14196,0070.14196,0070.14196,0070.14196,0070.14					
Nome 1000Nome 100058,1790.1968,1880.1978,1980.1988,2070.1998,0080.18108,0100.18118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.14107,5650.17206,2760.13117,5650.17206,9030.1635,7500.1345,7480.1356,8950.1635,7420.1365,7440.1365,7420.1365,7420.1375,9370.14105,9370.14115,9400.14125,9060.14135,7500.1365,7730.1375,9310.14165,9730.14175,9910.14185,9990.14196,0070.14196,0070.14196,0150.14					
Image: Marrier instant           6         8,188         0.19           7         8,198         0.19           8         8,207         0.19           9         8,008         0.18           10         8,010         0.18           11         8,080         0.19           12         8,197         0.19           12         8,197         0.19           13         8,264         0.19           14         8,264         0.19           15         8,273         0.19           16         8,282         0.19           17         8,291         0.19           18         8,301         0.19           19         7,470         0.17           20         6,276         0.14           1         7,565         0.13           1         7,565         0.13           1         7,574         0.13           3         5,750         0.13           4         5,744         0.13           5         6,6677         0.14           10         5,937         0.14           11         5,944 <t< td=""><td></td><td></td><td></td></t<>					
78,1980.1988,2070.1998,0080.18108,0100.18118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.14117,5650.17206,2760.13117,5650.17206,9030.1635,7500.1345,7480.1356,8950.1635,7500.1345,7420.1356,8950.1665,7440.1375,7420.1386,6770.14105,9370.14115,9440.13125,9060.14135,7600.13145,7200.13155,8370.14165,9730.14175,9910.14185,9990.14196,0070.14196,0150.14					
88,2070.1998,0080.18108,0100.18118,0800.19128,1970.19138,2540.19148,2640.19158,2730.19168,2820.19178,2910.19188,3010.19197,4700.17206,2760.14206,2760.14117,5650.17206,9030.1635,7500.1345,7480.1356,8950.1635,7500.1345,7440.1356,8950.1665,7440.1375,7420.1386,6770.14105,9370.14115,9440.14125,9060.14135,7600.13145,7200.13155,8370.14165,9730.14175,9910.14185,9990.14196,0070.14196,0070.14196,0070.14					
9         8,008         0.18           10         8,010         0.18           11         8,080         0.19           12         8,197         0.19           12         8,254         0.19           13         8,254         0.19           14         8,264         0.19           15         8,273         0.19           16         8,282         0.19           17         8,291         0.19           18         8,301         0.19           19         7,470         0.17           20         6,276         0.14           19         7,470         0.17           20         6,276         0.14           1         7,565         0.17           2         6,903         0.16           3         5,750         0.13           4         5,742         0.13           5         6,895         0.16           4         5,742         0.13           5         6,677         0.13           5         5,937         0.14           11         5,941         0.13           14					
Image: Note of the section o					
Interpretation         Interpretation           11         8,080         0.19           12         8,197         0.19           13         8,254         0.19           14         8,264         0.19           15         8,273         0.19           15         8,282         0.19           16         8,282         0.19           17         8,291         0.19           18         8,301         0.19           19         7,470         0.17           20         6,276         0.14           11         7,565         0.17           2         6,903         0.16           3         5,750         0.13           4         5,748         0.13           5         6,895         0.16           6         5,744         0.13           5         6,895         0.14           10         5,937         0.14           11         5,944         0.13           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15					
12         8,197         0.19           13         8,254         0.19           14         8,264         0.19           15         8,273         0.19           15         8,273         0.19           16         8,282         0.19           17         8,291         0.19           18         8,301         0.19           19         7,470         0.17           20         6,276         0.14           Lot Area         (ACRE)           1         7,565         0.17           2         6,903         0.16           3         5,750         0.13           4         5,748         0.13           5         6,895         0.16           6         5,744         0.13           5         6,895         0.16           6         5,742         0.13           4         5,742         0.13           5         6,677         0.14           10         5,937         0.14           11         5,941         0.13           14         5,720         0.13           15         5,837					
13         8,254         0.19           14         8,264         0.19           15         8,273         0.19           15         8,282         0.19           16         8,282         0.19           17         8,291         0.19           18         8,301         0.19           19         7,470         0.17           20         6,276         0.14           Lot Area         (ACRE)           1         7,565         0.13           1         7,565         0.13           1         7,565         0.13           3         5,750         0.13           4         5,748         0.13           5         6,895         0.16           6         5,744         0.13           5         6,677         0.13           6         5,744         0.14           10         5,937         0.14           11         5,944         0.13           14         5,720         0.13           15         5,837         0.13           14         5,720         0.13           15         5,837					
14         8,264         0.19           15         8,273         0.19           16         8,282         0.19           17         8,291         0.19           17         8,301         0.19           18         8,301         0.19           19         7,470         0.17           20         6,276         0.14           Lot Area         (ACRE)           1         7,565         0.17           2         6,903         0.16           3         5,750         0.13           4         5,748         0.13           5         6,895         0.16           3         5,742         0.13           4         5,742         0.13           5         6,677         0.15           9         10,306         0.24           10         5,937         0.14           11         5,944         0.13           14         5,740         0.13           15         5,837         0.14           13         5,760         0.13           14         5,973         0.14           15         5,837					
No.19           15         8,273         0.19           16         8,282         0.19           17         8,291         0.19           18         8,301         0.19           19         7,470         0.17           20         6,276         0.14           Lot Area         (ACRE)           1         7,565         0.17           2         6,903         0.16           3         5,750         0.13           4         5,742         0.13           5         6,895         0.16           6         5,744         0.13           6         5,742         0.13           7         5,742         0.13           8         6,677         0.15           9         10,306         0.24           10         5,937         0.14           11         5,944         0.13           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.14           17         5,991         0.14					
Image: Note of the section o					
Image         Image         Image           17         8,291         0.19           18         8,301         0.19           19         7,470         0.17           20         6,276         0.14           Lot Area         (ACRE)           1         7,565         0.17           2         6,903         0.16           3         5,750         0.13           4         5,748         0.13           5         6,895         0.16           6         5,744         0.13           7         5,742         0.13           6         5,742         0.13           7         5,742         0.13           8         6,677         0.14           10         5,937         0.14           11         5,944         0.14           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007 <td></td> <td></td> <td></td>					
Image         Image         Image           18         8,301         0.19           19         7,470         0.17           20         6,276         0.14           Lot Arex         Table (BUS)         1           Lot #         Area         (ACRE)           1         7,565         0.17           2         6,903         0.16           3         5,750         0.13           4         5,748         0.13           5         6,895         0.16           6         5,744         0.13           6         5,742         0.13           7         5,742         0.13           8         6,677         0.15           9         10,306         0.24           10         5,937         0.14           11         5,944         0.13           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.14           17         5,991         0.14           18         5,999         0.14 <td< td=""><td></td><td></td><td></td></td<>					
19         7,470         0.17           20         6,276         0.14           Lot Area         (ACRE)           1         7,565         0.17           2         6,903         0.16           1         7,565         0.17           2         6,903         0.16           3         5,750         0.13           4         5,748         0.13           5         6,895         0.16           6         5,744         0.13           7         5,742         0.13           8         6,677         0.15           9         10,306         0.24           10         5,937         0.14           11         5,944         0.13           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14           20         6,015					
20         6,276         0.14           Lot Area         (ACRE)           Lot #         Area         (ACRE)           1         7,565         0.17           2         6,903         0.16           3         5,750         0.13           4         5,748         0.13           5         6,895         0.16           6         5,744         0.13           6         5,742         0.13           7         5,742         0.13           8         6,677         0.15           9         10,306         0.24           10         5,937         0.14           11         5,944         0.13           11         5,944         0.14           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14           20         6,015         0.14					
Lot Area         Area         (ACRE)           1         7,565         0.17           2         6,903         0.16           3         5,750         0.13           4         5,748         0.13           5         6,895         0.16           6         5,744         0.13           7         5,742         0.13           6         5,744         0.13           7         5,742         0.13           8         6,677         0.15           9         10,306         0.24           10         5,937         0.14           11         5,944         0.13           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14           20         6,015         0.14					
Lot #         Area         (ACRE)           1         7,565         0.17           2         6,903         0.16           3         5,750         0.13           4         5,748         0.13           5         6,895         0.16           6         5,744         0.13           7         5,742         0.13           7         5,742         0.13           8         6,677         0.15           9         10,306         0.24           10         5,937         0.14           11         5,944         0.13           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14           20         6,015         0.14					
1         7,565         0.17           2         6,903         0.16           3         5,750         0.13           4         5,748         0.13           5         6,895         0.16           6         5,744         0.13           7         5,742         0.13           7         5,742         0.13           8         6,677         0.15           9         10,306         0.24           10         5,937         0.14           11         5,944         0.13           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14           20         6,015         0.14	Lot Area Table (Block 12)				
2         6,903         0.16           3         5,750         0.13           4         5,748         0.13           5         6,895         0.16           6         5,744         0.13           7         5,742         0.13           7         5,742         0.13           8         6,677         0.15           9         10,306         0.24           10         5,937         0.14           11         5,944         0.13           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14           20         6,015         0.14	Lot #	Area	(ACRE)		
3         5,750         0.13           4         5,748         0.13           5         6,895         0.16           6         5,744         0.13           7         5,742         0.13           7         5,742         0.13           8         6,677         0.15           9         10,306         0.24           10         5,937         0.14           11         5,944         0.14           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14           20         6,015         0.14	1	7,565	0.17		
4         5,748         0.13           5         6,895         0.16           6         5,744         0.13           7         5,742         0.13           7         5,742         0.13           8         6,677         0.15           9         10,306         0.24           10         5,937         0.14           11         5,944         0.14           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14           20         6,015         0.14	2	6,903	0.16		
5 $6,895$ $0.16$ 6 $5,744$ $0.13$ 7 $5,742$ $0.13$ 8 $6,677$ $0.15$ 9 $10,306$ $0.24$ 10 $5,937$ $0.14$ 11 $5,944$ $0.14$ 12 $5,906$ $0.14$ 13 $5,760$ $0.13$ 14 $5,720$ $0.13$ 15 $5,837$ $0.13$ 16 $5,973$ $0.14$ 17 $5,991$ $0.14$ 18 $5,999$ $0.14$ 20 $6,015$ $0.14$	3	5,750	0.13		
65,7440.1375,7420.1386,6770.15910,3060.24105,9370.14115,9440.14125,9060.14135,7600.13145,7200.13155,8370.13165,9730.14175,9910.14185,9990.14206,0150.14	4	5,748	0.13		
7         5,742         0.13           8         6,677         0.15           9         10,306         0.24           10         5,937         0.14           11         5,944         0.14           12         5,906         0.13           14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14	5	6,895	0.16		
8         6,677         0.15           9         10,306         0.24           10         5,937         0.14           11         5,944         0.14           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14	6	5,744	0.13		
9         10,306         0.24           10         5,937         0.14           11         5,944         0.14           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14	7	5,742	0.13		
10         5,937         0.14           11         5,944         0.14           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14           20         6,015         0.14	8	6,677	0.15		
11         5,944         0.14           12         5,906         0.14           13         5,760         0.13           14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14	9	10,306	0.24		
12       5,906       0.14         13       5,760       0.13         14       5,720       0.13         15       5,837       0.13         16       5,973       0.14         17       5,991       0.14         18       5,999       0.14         19       6,007       0.14         20       6,015       0.14	10	5,937	0.14		
13         5,760         0.13           14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14           20         6,015         0.14	11	5,944	0.14		
14         5,720         0.13           15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14           20         6,015         0.14	12	5,906	0.14		
15         5,837         0.13           16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14           20         6,015         0.14	13	5,760	0.13		
16         5,973         0.14           17         5,991         0.14           18         5,999         0.14           19         6,007         0.14           20         6,015         0.14	14	5,720	0.13		
17       5,991       0.14         18       5,999       0.14         19       6,007       0.14         20       6,015       0.14	15	5,837	0.13		
18     5,999     0.14       19     6,007     0.14       20     6,015     0.14	16	5,973	0.14		
19     6,007     0.14       20     6,015     0.14	17	5,991	0.14		
20 6,015 0.14	18	5,999	0.14		
	19	6,007	0.14		
21 7,697 0.18	20	6,015	0.14		
	21	7,697	0.18		

# TIMBER RIDGE

KNOW ALL MEN BY THESE PRESENTS:

GLEN WOOD HOMES, LP, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKI AHOMA

A TRACT OF LAND LYING IN THE EAST HALF (E/2) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION SIX (6); THENCE S88°53'48"W AND ALONG THE NORTH LINE OF SAID SECTION SIX (6) FOR A DISTANCE OF 85.00 FEET; THENCE S01°23'32"E FOR A DISTANCE OF 89.75 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST ALBANY STREET (EAST 61ST/ STREET SOUTH); THENCE N46°14'52"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 35.13 FEET; THENCE S88°53'47"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 240.33 FEET; THENCE N61°06'13"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 30.00 FEET; THENCE S88°53'48"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 363.99 FEET TO THE POINT OF BEGINNING; THENCE S01°23'32"E FOR A 1269.96 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 176.99 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 150.58 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 115.00 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 446.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 16.63 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 445.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 270.00 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 115.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 22.85 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 570.00 FEET: THENCE S01°17'02"E FOR A DISTANCE OF 4.90 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 166.37 FEET; THENCE N01°19'38"W FOR A DISTANCE OF 612.26 FEET; THENCE N88°53'48"E FOR A DISTANCE OF 1320.00 FEET; THENCE N01°19'38"W FOR A DISTANCE OF 1270.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST ALBANY STREET (EAST 61ST STREET SOUTH); THENCE N88°53'48"E AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 571.99 FEET TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 140 LOTS, 12 BLOCKS, AND 6 RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "TIMBER RIDGE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "TIMBER RIDGE").

# SECTION I. EASEMENTS AND UTILITIES

# A. PUBLIC UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED ON THE ACCOMPANYING PLAT AS "U/E", "UTILITY EASEMENT" OR "RESERVE A, B OR C" 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, 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 RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF 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.

# B. UTILITY SERVICE

- 1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN RESERVE D AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- 2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN. SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON 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 NON-EXCLUSIVE 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.
- 3. 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 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 UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- 4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
- 5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

# C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- 1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THE LOT.
- 2. WITHIN THE UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4) INTERFERE WITH PUBLIC WATER MAINS, OR IN THE JUDEMENT OF THE CITY OF BROKEN ARROW INTERFERE WITH PUBLIC SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- 3. WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4), OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS.
- 4. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC 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, OR THE LOT OWNER'S AGENTS AND /OR CONTRACTORS.

- HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED UPON 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 PUBLIC SANITARY SEWER, OR STORM SEWER FACILITIES.
- 6. WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4) OR ITS SUCCESSORS. SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED UPON 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 FACILITIES.
- 7. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW. OKLAHOMA OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

# 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 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 FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- 2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICES SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR ITS AGENTS OR CONTRACTORS.
- 3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

# E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBST FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVA responsible for the arterial street CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY OBST frontage sidewalks. Individual DRAINAGE OF STORM AND SURFACE WATERS OVER A property owners will be responsible COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE for sidewalks on individual lots as OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOM, they develop

# F. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION AND DEVELOPMENT REGULATIONS, CITY OF BROKEN ARROW ORDINANCES AND CITY OF BROKEN ARROW DESIGN STANDARDS. THE OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A SIDEWALK WITHIN THE RIGHT OF WAY FRONTAGE AND BETWEEN RESERVE BOUNDARIES OF ALL RESERVES PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION. CONTINUOUS SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED WITHIN THE RIGHT OF WAY DEPICTED ON THE ACCOMPANYING PLAT. PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT FOR THE DWELLING WITHIN A LOT. THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT THE SIDEWALK WITHIN THE FRONTAGE OF; AND ADJOINING, THE SUBJECT LOT BETWEEN LOT BOUNDARIES, AND SHALL THEREAFTER MAINTAIN THE SIDEWALK WITHIN THE LOT FRONTAGE. THE SIDEWALK SHALL BE CONTINUOUS WITH ANY EXISTING SIDEWALKS FRONTING ADJOINING LOTS AT THE LOT BOUNDARY.

# G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT OWNER 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.

# H. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND DETENTION IN RESERVES A AND C SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF. IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER 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. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

# I. LIMITS OF NO ACCESS (LNA)

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST ALBANY STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, 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 ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

# SECTION II. RESERVES

A. RESERVES A AND C - STORMWATER DETENTION AND UTILITY EASEMENTS 1. THE USE OF RESERVES A AND C SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, STORMWATER DETENTION AND LOCATION OF UTILITIES. RESERVES A AND C ARE

REFERRED TO IN SECTION III BELOW.

- 2. THE OWNER HEREBY DEDICATES TO THE PUBLIC, PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE A AND C AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- 3. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER AND ACROSS RESERVES A AND C AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.
- 4. STORM WATER DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW
- 5. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVES A OR C, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE OR CONTOURS IN RESERVES A OR C UNLESS APPROVED BY THE CITY OF BROKEN ARROW
- 6. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES IN RESERVES A AND C SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE IN THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS, INCLUDING THE REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
- a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- c. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS. d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

# CONDITIONAL FINAL PLAT TIMBER RIDGE PHASE I PUD-334 / CASE NO. BAZ-2102 **DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

# 5. THE CITY OF BROKEN ARROW, OKLAHOMA , OR ITS SUCCESSORS, SHALL AT ALL TIMES

RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION

- 7. LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED IN RESERVES A AND C.
- 8. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION. OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA. MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/141ST OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

B. RESERVE B, D, E AND F - OPEN SPACE AND UTILITY EASEMENTS

- 1. THE USE OF RESERVE B SHALL BE LIMITED TO AN OPEN SPACE COMMON AREA AND THE PLACEMENT OF PUBLIC UTILITIES. RESERVE B, D, E AND F IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION REFERRED TO IN SECTION III BELOW
- 2. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER AND ACROSS RESERVE B, D, E AND F AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.
- 3. RESERVE B SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION, AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED COMMON AREA AND OPEN SPACE FUNCTIONS, RESERVE B. D. E AND F SHALL BE MAINTAINED IN AN ORDERLY CONDITION IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE NUISANCE ORDINANCES OF THE CITY OF BROKEN ARROW

# SECTION III. HOMEOWNERS' ASSOCIATION A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE TIMBER RIDGE HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT ENTITY (SOMETIMES REFERRED TO HEREIN AS THE HOMEOWNERS' ASSOCIATION OR ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN TIMBER RIDGE, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

# B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

# C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT. BY ACCEPTANCE OF A DEED THERETO. ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT. PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

# D. SPECIAL ASSESSMENT

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

# E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT IMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNERS' ASSOCIATION MAY HAVE, THE HOMEOWNERS' ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER. OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE ALL THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

# F. RESERVE AREAS

ALL RESERVE AREAS SHALL BE MAINTAINED BY THE OWNER UNTIL SUCH TIME AS THE HOMEOWNERS' ASSOCIATION IS FORMED AND OWNERSHIP OF SUCH RESERVE AREA IS CONVEYED TO THE ASSOCIATION. FROM AND AFTER SAID DATE, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF SUCH RESERVE AREAS AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES.

# G. INDEMNIFICATION OF OWNER AND CITY

THE HOMEOWNERS' ASSOCIATION AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

# SECTION IV. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY WITHIN THE SUBDIVISION WAS MADE SUBJECT TO PUD-334 IN ACCORDANCE WITH THE TERMS OF THE BROKEN ARROW ZONING CODE, WHICH WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION (THE "BAPC") ON JANUARY 13, 2022 IN CASE NO. BAZ-2102 AND PUD 334, AND WAS APPROVED BY THE BROKEN ARROW CITY COUNCIL ON FEBRUARY 1, 2022, THE IMPLEMENTING ORDINANCE TO BE ADOPTED UPON APPROVAL OF FINAL PLAT; AND

WHEREAS, THE PROVISIONS OF THE 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 THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD 334; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT OF THE SUBDIVISION IN ACCORDANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

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 AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

USE AND DEVELOPMENT OF THE PROPERTY WITHIN THE SUBDIVISION SHALL BE SUBJECT TO THE FOLLOWING DEVELOPMENT STANDARDS: A. DEVELOPMENT AREA "A" - SINGLE FAMILY STANDARDS

DEVELOPMENT AREA "A" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE RS-4 DISTRICT AND THE BROKEN ARROW ZONING ORDINANCE. EXCEPT AS NOTED HEREIN:

NET LAND AREA: PHASE I-35.30 ACRES/1,537,477 SF (OVERALL-83.792 ACRES/3,649,983 SF)

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RS-4 ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING LANDSCAPED FEATURES, RECREATIONAL FACILITIES SUCH AS TRAILS, PICNIC TABLES, AND BENCHES, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

MINIMUM LOT AREA:

MAXIMUM NUMBER OF LOTS:

MINIMUM LOT FRONTAGE:

MAXIMUM LOT COVERAGE (%)

MINIMUM BUILDING SETBACKS:

CORNER OR ADJACENT TO PUBLIC STREET: 20 FT MAXIMUM HEIGHT:

- \* FOR LOTS WITH MORE THAN TWO SIDES ABUTTING A PUBLIC WAY (NOT INCLUDING
- B. DEVELOPMENT AREA "C" DUPLEX STANDARDS (NOT INCLUDED IN PHASE I)

DEVELOPMENT AREA "C" INCLUDED IN THIS DEED OF DEDICATION FOR REFERENCE DEVELOPMENT AREA "C" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE RD DISTRICT AND THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS NOTED HEREIN: NET LAND AREA: 9.319 ACRES / 405,919 SQ FT

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RD ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING LANDSCAPED FEATURES, RECREATIONAL FACILITIES SUCH AS TRAILS, PICNIC TABLES, AND BENCHES, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES. MINIMUM LOT AREA: 8,000 SF (4000 PER DU)

MAXIMUM NUMBER OF LOTS:

MINIMUM LOT FRONTAGE:

MAXIMUM LOT COVERAGE (%)

MINIMUM BUILDING SETBACKS: SIDE:

- CORNER OR ADJACENT TO PUBLIC STREET: 25 FT
- THE FRONT YARD BETWEEN THE TWO LOTS SHALL NOT EXCEED FIVE FEET.

C. RESERVES - OPEN SPACE

OPEN SPACE RESERVES WILL BE PROVIDED FOR TRAILS AND OTHER RECREATIONAL USES. IN ADDITION, STORMWATER DETENTION AND EXISTING UTILITY EASEMENTS. D. SIGNAGE AND FENCING:

ONE (1) SIGN SHALL BE PERMITTED ALONG THE FRONTAGE ADJACENT TO EACH OF THE ARTERIAL STREETS, NOT TO EXCEED THIRTY-TWO (32) SQUARE FEET IN SIZE, AND MAXIMUM EIGHT (8) FEET IN HEIGHT NOT INCLUDING COLUMNS. FENCING MAY ALSO BE PROVIDED ADJACENT TO EACH OF THE ARTERIAL STREETS RIGHTS-OF-WAY. E. AMENITIES:

NOT LESS THAN 10% OF THE NET LAND AREA SHALL BE PRESERVED AS COMMON OPEN SPACE FOR THE ENJOYMENT OF THE RESIDENTS. THE MAJORITY OF THIS AREA WILL TAKE THE FORM OF ONSITE STORMWATER DETENTION POND RESERVE AREAS, WHICH WILL INCLUDE TWO (2) OR MORE OF THE FOLLOWING: INTERCONNECTED WALKING TRAILS/SIDEWALKS, PARKS, PLAYGROUNDS, PICNIC AREAS, GAZEBO OR OTHER COVERED SHELTER, FISHING PIERS, AND AERATION FOUNTAINS. THE PARK AND POND WITHIN DEVELOPMENT AREA B SHALL CONTAIN OFF STREET PARKING FOR THE CONVENIENCE OF THE RESIDENTS AND THEIR GUESTS AND VISITORS WITHIN THE SUBDIVISION

SECTION V. 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 AND ITS SUCCESSORS AND ASSIGNS IN TITLE. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. 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 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 AND SECTION II, RESERVES, 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, AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION IV. PLANNED UNIT DEVELOPMENT RESTRICTIONS, 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.

# D. SEVERABILITY

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

5,600 SF

440 LOTS

50 FT

INTERIOR: 55%

CORNER: 65%

FRONT: 20 FT\*

SIDE: 5 FT

REAR: 15 FT

35 FT OR 2.5 STORIES

ARTERIALS), THE FRONT YARD MAY BE REDUCED TO 15 FEET ALONG THOSE RIGHTS OF WAY THAT HAVE NO VEHICULAR ACCESS. IN SUCH INSTANCES, THERE SHALL BE NO OBSTRUCTION IN A 15-FOOT FRONT YARD (SUCH AS BUILDINGS, FENCES, PARKED VEHICLES, ETC.) AND VEHICULAR ACCESS SHOULD BE FROM THE STREET WITH THE LOWEST DESIGN SPEED AND CAPACITY AND LOWEST TRAFFIC VOLUME. THE JOG IN THE FRONT YARD BETWEEN THE TWO LOTS SHALL NOT EXCEED FIVE FEET.

42 LOTS

70 FT

INTERIOR: 55%

CORNER: 65%

FRONT: 25 FT\*

10 FT ON UNATTACHED SIDE

REAR: 20 FT

\* FOR LOTS WITH MORE THAN TWO SIDES ABUTTING A PUBLIC WAY (NOT INCLUDING ARTERIALS), THE FRONT YARD MAY BE REDUCED TO 15 FEET ALONG THOSE RIGHTS OF WAY THAT HAVE NO VEHICULAR ACCESS. IN SUCH INSTANCES, THERE SHALL BE NO OBSTRUCTION IN A 15-FOOT FRONT YARD (SUCH AS BUILDINGS, FENCES, PARKED VEHICLES, ETC.) AND VEHICULAR ACCESS SHOULD BE FROM THE STREET WITH THE LOWEST DESIGN SPEED AND CAPACITY AND LOWEST TRAFFIC VOLUME. THE JOG IN

IN WITNESS WHEREOF: GLEN WOOD HOMES, LP, AN OKLAHOMA LIMITED PARTNERSHIP, EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_ GLEN WOOD HOMES. LP

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: OF GLEN WOOD HOMES, LP ACKNOWLEDGMENT STATE OF OKLAHOMA ) SS:

COUNTY OF TULSA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF \_\_\_\_\_, 2025,

AS \_\_\_\_\_ OF GLEN WOOD HOMES, LP

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION NO: MY COMMISSION EXPIRES:

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS TIMBER RIDGE PHASE I A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

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

WESLEY BENNETT 1562R. WESLEY BENNETT, PLS OK PLS 1562 ACKNOWLEDGMENT STATE OF OKLAHOMA ) SS COUNTY OF TULSA THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF , 2025, DESIGN COLLECTIVE NOTARY PUBLIC \_ MY COMMISSION EXPIRES: 12/11/2028

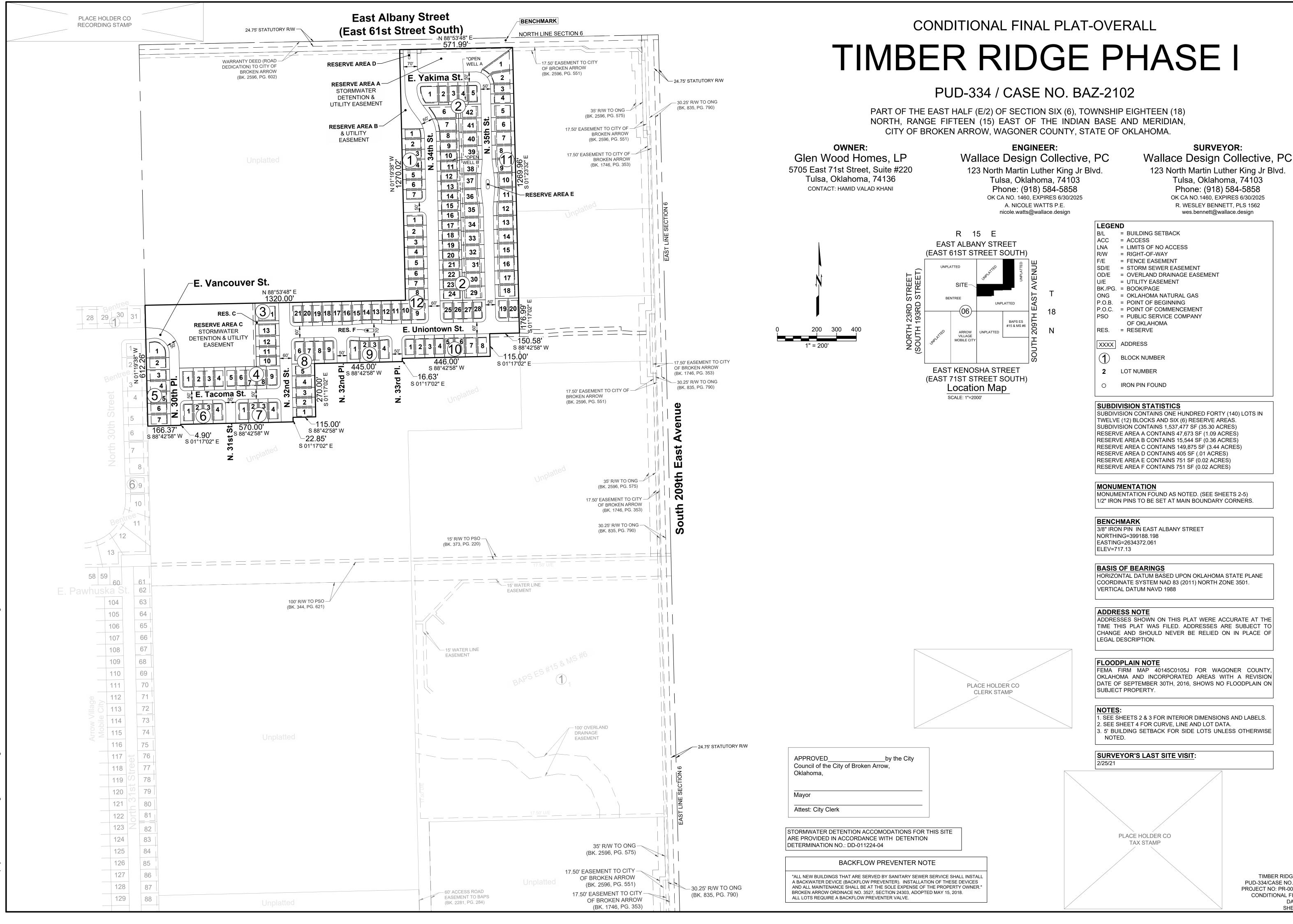
[SEAL]



MY COMMISSION NUMBER: 00020202

TIMBER RIDGE PHASE I PUD-334/CASE NO. BAZ-2102 PROJECT NO: PR-000627-2024 CONDITIONAL FINAL PLAT DATE: 3/7/25 SHEET 5 OF 5

OF WALLACE





TIMBER RIDGE PHASE I PUD-334/CASE NO. BAZ-2102 PROJECT NO: PR-000627-2024 CONDITIONAL FINAL PLAT DATE: 3/7/25 SHEET 1 OF 5

SURVEYOR:

123 North Martin Luther King Jr Blvd. Tulsa, Oklahoma, 74103

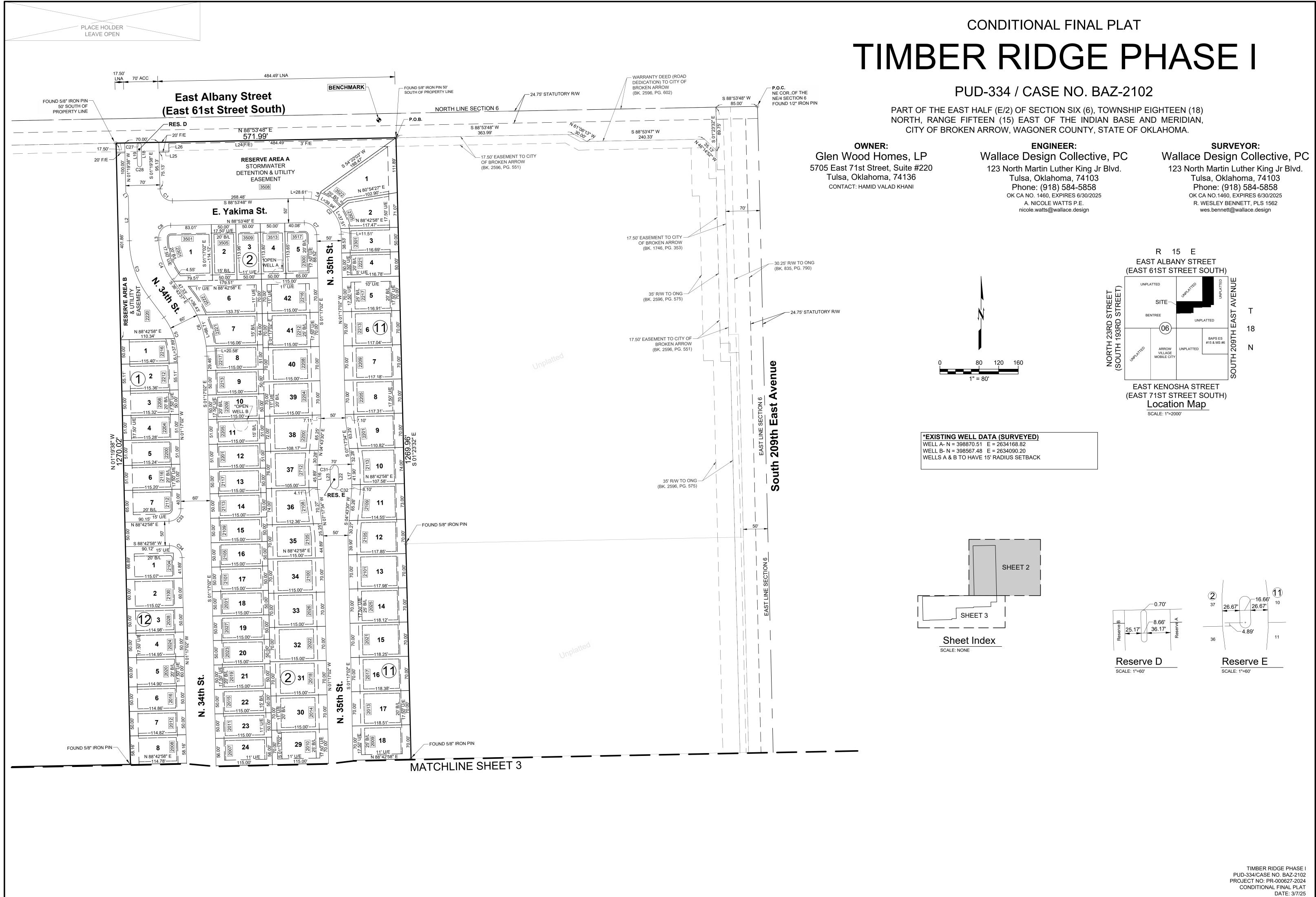
Phone: (918) 584-5858 OK CA NO.1460, EXPIRES 6/30/2025 R. WESLEY BENNETT, PLS 1562 wes.bennett@wallace.design

HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.

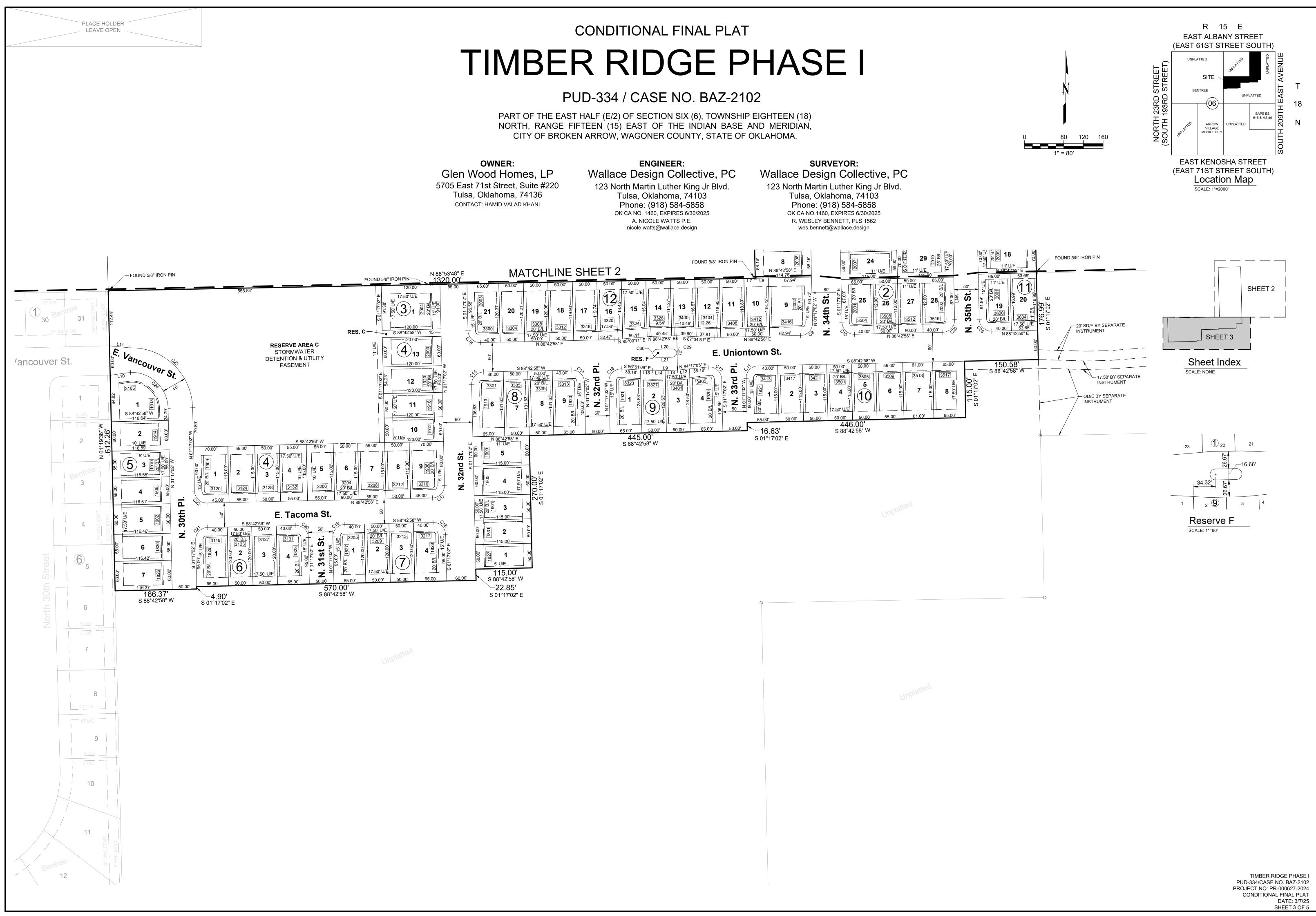
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF

FEMA FIRM MAP 40145C0105J FOR WAGONER COUNTY, OKLAHOMA AND INCORPORATED AREAS WITH A REVISION DATE OF SEPTEMBER 30TH, 2016, SHOWS NO FLOODPLAIN ON

1. SEE SHEETS 2 & 3 FOR INTERIOR DIMENSIONS AND LABELS. 2. SEE SHEET 4 FOR CURVE, LINE AND LOT DATA. 3. 5' BUILDING SETBACK FOR SIDE LOTS UNLESS OTHERWISE



SHEET 2 OF 5



CURVE TABLE						
CURVE #	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD BEARING (CB)	CHORD DISTANCE (CD)	
C1	39.17'	25.00'	89°46'34"	S 46°12'55" E	35.29'	
C2	117.57'	75.00'	89°49'10"	N 46°11'37" W	105.90'	
C3	123.57'	200.00'	35°23'59"	S 19°01'37" E	121.61'	
C4	86.50'	140.00'	35°23'59"	S 19°01'37" E	85.13'	
C5	86.60'	140.00'	35°26'35"	N 19°00'19" W	85.23'	
C6	123.72'	200.00'	35°26'35"	N 19°00'19" W	121.76'	
C7	39.19'	25.00'	89°49'10"	N 46°11'37" W	35.30'	
C8	39.37'	25.00'	90°13'26"	S 43°47'05" W	35.42'	
C9	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'	
C10	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'	
C11	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'	
C12	41.20'	25.00'	94°25'53"	N 48°29'59" W	36.70'	
C13	41.20'	25.00'	94°25'53"	S 45°55'55" W	36.70'	
C14	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'	
C15	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'	
C16	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'	
C17	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'	
C18	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'	
C19	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'	
C20	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'	
C21	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'	
C22	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'	
C23	196.35'	125.00'	90°00'00"	N 46°17'02" W	176.78'	
C24	117.81'	75.00'	90°00'00"	S 46°17'02" E	106.07'	
C25	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'	
C26	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'	
C27	13.60'	4.33'	180°00'00"	S 88°40'22" W	8.66'	
C28	13.60'	4.33'	180°00'01"	S 88°40'22" W	8.66'	
C29	26.17'	8.33'	180°00'00"	S 01°17'02" E	16.66'	
C30	26.17'	8.33'	180°00'00"	N 01°17'02" W	16.66'	
C31	26.17'	8.33'	180°00'00"	N 88°42'58" E	16.66'	
C32	26.17'	8.33'	180°00'00"	S 88°42'58" W	16.66'	
C33	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'	
C34	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'	

LINE TABLE					
LINE #	LENGTH	BEARING			
L1	10.00'	N 31°19'38" W			
L2	91.34'	N 01°19'38" W			
L3	4.58'	N 01°19'38" W			
L4	20.00'	N 20°45'08" E			
L5	37.75'	N 51°16'02" E			
L6	12.57'	N 01°17'02" W			
L7	23.16'	N 88°53'48" E			
L8	26.84'	N 88°42'58" E			
L9	50.97'	N 88°42'58" E			
L10	42.00'	N 81°55'25" E			
L11	42.06'	S 84°24'42" E			
L12	24.59'	S 84°17'05" W			
L13	25.48'	S 88°42'58" W			
L14	25.48'	S 88°42'58" W			
L15	24.59'	N 86°51'09" W			
L16	50.00'	S 01°17'02" E			
L17	50.00'	S 01°17'02" E			
L18	40.00'	S 01°19'38" E			
L19	40.00'	N 01°19'38" W			
L20	32.00'	N 88°42'58" E			
L21	32.00'	S 88°42'58" W			
L22	32.00'	S 01°17'02" E			
L23	32.00'	N 01°17'02" W			
L24	460.16'	S 88°53'48" W			
L25	20.00'	S 88°53'48" W			
L26	17.00'	N 01°19'38" W			

ORI
PLOT:3/7/25
72 Timber Ridge Subdivision\Dwg\PRODUCTION\Plat\2040172 Cond Final Plat-Phase I.dwg
vil-server\projects\2040172 Ti

# CONDITIONAL FINAL PLAT

PUD-334 / CASE NO. BAZ-2102

	a Table (Bl	OCK T)	
Lot #	Area	(Acre)	
1	5,708	0.13	
2	6,358	0.15	
3	5,767	0.13	
4	5,880	0.13	
5	5,878	0.13	
6	5,876	0.13	
7	7,353	0.17	
Lot Are	a Table (Bl	ock 2)	
Lot #	Area	(ACRE)	
1	11,444	0.26	
2	5,702	0.13	
3	5,694	0.13	
4	5,686	0.13	
5	7,247	0.17	
6	10,866	0.25	
7	7,871	0.18	
8	5,757	0.13	
9	5,748	0.13	
10	5,739	0.13	
11	5,865	0.13	
12	5,865	0.13	
13	5,750	0.13	
14	5,750	0.13	
15	5,750	0.13	
16	5,750	0.13	
17	5,750	0.13	
18	5,750	0.13	
19	5,750	0.13	
20	5,750	0.13	
21	5,750	0.13	
22	5,750	0.13	
23	5,750	0.13	
24	6,440	0.15	
25	7,146	0.16	
26	5,600	0.13	
27	5,600	0.13	
28	7,146	0.16	
29	8,050	0.18	
30	8,050	0.18	
31	8,050	0.18	
32	8,050	0.18	
33	8,050	0.18	
34	8,050	0.18	
35	8,017	0.18	
36	8,027	0.18	
30	8,027	0.18	
38	8,058	0.18	
	8,050		
39		0.18	
40	8,050	0.18	
41	8,050	0.18	
42	8,050	0.18	
LOT Are	a Table (Bl		
Lot #	Area	(ACRE)	

Lot Area Table (Block 4)					
Lot # Area		(ACRE)			
1	7,916	0.18			
2	6,325	0.15			
3	5,750	0.13			
4	6,325	0.15			
5	6,325	0.15			
6	5,750	0.13			
7	6,325	0.15			
8	5,750	0.13			
9	7,916	0.18			
10	6,000	0.14			
11	6,000	0.14			
12	6,508	0.15			
13	7,200	0.17			
Lot Area	a Table (B	lock 5)			
Lot #	Area	(ACRE)			
1	10,332	0.24			
2	6,997	0.16			
3	6,411	0.15			
4	6,409	0.15			
5	6,989	0.16			
6	6,404	0.15			
7	6,984	0.15			
Lot Area	a Table (B	lock 6)			
Lot #	Area	(ACRE)			
1	7,666	0.18			
2	6,000	0.18			
3	6,000	0.14			
4	7,666	0.14			
	a Table (B				
	-	-			
Lot #	Area	(ACRE)			
1	7,666	0.18			
2	6,000	0.14			
3 6,000		0.14			
4	7,666	0.18			
Lot Area	a Table (B	lock 8)			
Lot #	Area	(ACRE)			
1	5,750	0.13			
2	5,750	0.13			
3	5,750	0.13			
4	6,900	0.16			
5	6,900	0.16			
6	8,422	0.19			
7	6,582	0.15			
8	6,582	0.15			
9	8,422	0.19			
Lot Area	a Table (B	lock 9)			
Lot #	Area	(ACRE)			
1	8,358	0.19			
2	6,355	0.15			
3	6,355	0.15			
4 8,358		0.19			
4	8,358	0.19			

Lot Area	a Table (Blo	ock 10)	
Lot #	Area	(ACRE)	
1	7,341	0.17	
2	5,750	0.13	
3	5,750	0.13	
4	5,750	0.13	
5	5,750	0.13	
6	6,325	0.15	
7	7,015	0.16	
8	7,475	0.10	
Lot Area	a Table (Blo	ock 11)	
Lot #	Area	(ACRE)	
1	11,306	0.26	
2	7,598	0.17	
3	5,835	0.13	
4	5,837	0.13	
5	8,179	0.19	
6	8,188	0.19	
7	8,198	0.19	
8	8,207	0.19	
9	8,008	0.18	
10	8,010	0.18	
11	8,080	0.19	
12	8,197	0.19	
13	8,254	0.19	
14	8,264	0.19	
15	8,273	0.19	
16	8,282	0.19	
	8,291		
17		0.19	
18	8,301	0.19	
19	7,470	0.17	
20	6,276	0.14	
Lot Area	a Table (Blo	ock 12)	
Lot #	Area	(ACRE)	
1	7,565	0.17	
2	6,903	0.16	
3	5,750	0.13	
4	5,748	0.13	
5	6,895	0.16	
6	5,744	0.13	
7	5,742	0.13	
8	6,677	0.15	
9	10,306	0.24	
10	5,937	0.14	
11	5,944	0.14	
12	5,906	0.14	
13	5,760	0.13	
14	5,720	0.13	
15	5,837	0.13	
10	5,973	0.13	
10	5,973	0.14	
18	5,999	0.14	
19	6,007	0.14	
20	6,015	0.14	
21	7,697	0.18	

# TIMBER RIDGE

KNOW ALL MEN BY THESE PRESENTS:

GLEN WOOD HOMES, LP, HEREINAFTER REFERRED TO AS THE "OWNER". IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKI AHOMA

A TRACT OF LAND LYING IN THE EAST HALF (E/2) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION SIX (6); THENCE S88°53'48"W AND ALONG THE NORTH LINE OF SAID SECTION SIX (6) FOR A DISTANCE OF 85.00 FEET; THENCE S01°23'32"E FOR A DISTANCE OF 89.75 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST ALBANY STREET (EAST 61ST/ STREET SOUTH); THENCE N46°14'52"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 35.13 FEET; THENCE S88°53'47"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 240.33 FEET; THENCE N61°06'13"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 30.00 FEET; THENCE S88°53'48"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 363.99 FEET TO THE POINT OF BEGINNING; THENCE S01°23'32"E FOR A 1269.96 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 176.99 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 150.58 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 115.00 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 446.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 16.63 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 445.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 270.00 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 115.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 22.85 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 570.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 4.90 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 166.37 FEET; THENCE N01°19'38"W FOR A DISTANCE OF 612.26 FEET; THENCE N88°53'48"E FOR A DISTANCE OF 1320.00 FEET; THENCE N01°19'38"W FOR A DISTANCE OF 1270.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST ALBANY STREET (EAST 61ST STREET SOUTH); THENCE N88°53'48"E AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 571.99 FEET TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 140 LOTS, 12 BLOCKS, AND 6 RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "TIMBER RIDGE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "TIMBER RIDGE").

# SECTION I. EASEMENTS AND UTILITIES

# A. PUBLIC UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED ON THE ACCOMPANYING PLAT AS "U/E", "UTILITY EASEMENT" OR "RESERVE A, B OR C" 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, 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 RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF 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.

# B. UTILITY SERVICE

- 1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN RESERVE D AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- 2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN. SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON 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 NON-EXCLUSIVE 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.
- 3. 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 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 UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- 4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
- 5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

# C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- 1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THE LOT.
- 2. WITHIN THE UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4) INTERFERE WITH PUBLIC WATER MAINS, OR IN THE JUDEMENT OF THE CITY OF BROKEN ARROW INTERFERE WITH PUBLIC SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- 3. WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4), OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS.
- 4. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC 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, OR THE LOT OWNER'S AGENTS AND /OR CONTRACTORS.

- HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED UPON 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 PUBLIC SANITARY SEWER, OR STORM SEWER FACILITIES.
- 6. WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4) OR ITS SUCCESSORS. SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED UPON 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 FACILITIES.
- 7. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW. OKLAHOMA OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

# 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 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 FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- 2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICES SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR ITS AGENTS OR CONTRACTORS.
- 3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

# E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

# F. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION AND DEVELOPMENT REGULATIONS, CITY OF BROKEN ARROW ORDINANCES AND CITY OF BROKEN ARROW DESIGN STANDARDS. THE OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A SIDEWALK WITHIN THE RIGHT OF WAY FRONTAGE AND BETWEEN RESERVE BOUNDARIES OF ALL RESERVES PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION. CONTINUOUS SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED WITHIN THE RIGHT OF WAY DEPICTED ON THE ACCOMPANYING PLAT. PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT FOR THE DWELLING WITHIN A LOT. THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT THE SIDEWALK WITHIN THE FRONTAGE OF; AND ADJOINING, THE SUBJECT LOT BETWEEN LOT BOUNDARIES, AND SHALL THEREAFTER MAINTAIN THE SIDEWALK WITHIN THE LOT FRONTAGE. THE SIDEWALK SHALL BE CONTINUOUS WITH ANY EXISTING SIDEWALKS FRONTING ADJOINING LOTS AT THE LOT BOUNDARY.

# G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT OWNER 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.

# H. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND DETENTION IN RESERVES A AND C SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF. IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER 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. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

# I. LIMITS OF NO ACCESS (LNA)

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST ALBANY STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, 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 ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

# SECTION II. RESERVES

A. RESERVES A AND C - STORMWATER DETENTION AND UTILITY EASEMENTS 1. THE USE OF RESERVES A AND C SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, STORMWATER DETENTION AND LOCATION OF UTILITIES. RESERVES A AND C ARE

REFERRED TO IN SECTION III BELOW.

- 2. THE OWNER HEREBY DEDICATES TO THE PUBLIC, PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE A AND C AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- 3. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER AND ACROSS RESERVES A AND C AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.
- 4. STORM WATER DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW
- 5. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVES A OR C, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE OR CONTOURS IN RESERVES A OR C UNLESS APPROVED BY THE CITY OF BROKEN ARROW
- 6. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES IN RESERVES A AND C SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE IN THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS, INCLUDING THE REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
- a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- c. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS. d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

# CONDITIONAL FINAL PLAT TIMBER RIDGE PHASE I PUD-334 / CASE NO. BAZ-2102 **DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

# 5. THE CITY OF BROKEN ARROW, OKLAHOMA , OR ITS SUCCESSORS, SHALL AT ALL TIMES

RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION

- 7. LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED IN RESERVES A AND C.
- 8. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION. OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA. MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/141ST OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

B. RESERVE B, D, E AND F - OPEN SPACE AND UTILITY EASEMENTS

- 1. THE USE OF RESERVE B SHALL BE LIMITED TO AN OPEN SPACE COMMON AREA AND THE PLACEMENT OF PUBLIC UTILITIES. RESERVE B, D, E AND F IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION REFERRED TO IN SECTION III BELOW
- 2. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER AND ACROSS RESERVE B, D, E AND F AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.
- 3. RESERVE B SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION, AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED COMMON AREA AND OPEN SPACE FUNCTIONS, RESERVE B. D. E AND F SHALL BE MAINTAINED IN AN ORDERLY CONDITION IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE NUISANCE ORDINANCES OF THE CITY OF BROKEN ARROW

SECTION III. HOMEOWNERS' ASSOCIATION A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE TIMBER RIDGE HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT ENTITY (SOMETIMES REFERRED TO HEREIN AS THE HOMEOWNERS' ASSOCIATION OR ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN TIMBER RIDGE, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT. BY ACCEPTANCE OF A DEED THERETO. ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT. PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

# D. SPECIAL ASSESSMENT

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

# E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT IMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNERS' ASSOCIATION MAY HAVE, THE HOMEOWNERS' ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER. OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION. AND SHALL HAVE THE RIGHT TO ENFORCE ALL THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

# F. RESERVE AREAS

ALL RESERVE AREAS SHALL BE MAINTAINED BY THE OWNER UNTIL SUCH TIME AS THE HOMEOWNERS' ASSOCIATION IS FORMED AND OWNERSHIP OF SUCH RESERVE AREA IS CONVEYED TO THE ASSOCIATION. FROM AND AFTER SAID DATE, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF SUCH RESERVE AREAS AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES.

# G. INDEMNIFICATION OF OWNER AND CITY

THE HOMEOWNERS' ASSOCIATION AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

# SECTION IV. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY WITHIN THE SUBDIVISION WAS MADE SUBJECT TO PUD-334 IN ACCORDANCE WITH THE TERMS OF THE BROKEN ARROW ZONING CODE, WHICH WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION (THE "BAPC") ON JANUARY 13, 2022 IN CASE NO. BAZ-2102 AND PUD 334, AND WAS APPROVED BY THE BROKEN ARROW CITY COUNCIL ON FEBRUARY 1, 2022, THE IMPLEMENTING ORDINANCE TO BE ADOPTED UPON APPROVAL OF FINAL PLAT; AND

WHEREAS, THE PROVISIONS OF THE 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 THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD 334; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT OF THE SUBDIVISION IN ACCORDANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

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 AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

USE AND DEVELOPMENT OF THE PROPERTY WITHIN THE SUBDIVISION SHALL BE SUBJECT TO THE FOLLOWING DEVELOPMENT STANDARDS: A. DEVELOPMENT AREA "A" - SINGLE FAMILY STANDARDS

DEVELOPMENT AREA "A" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE RS-4 DISTRICT AND THE BROKEN ARROW ZONING ORDINANCE. EXCEPT AS NOTED HEREIN:

NET LAND AREA: PHASE I-35.30 ACRES/1,537,477 SF (OVERALL-83.792 ACRES/3,649,983 SF)

AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

MINIMUM LOT AREA:

MAXIMUM NUMBER OF LOTS:

MINIMUM LOT FRONTAGE: MAXIMUM LOT COVERAGE (%)

MINIMUM BUILDING SETBACKS:

CORNER OR ADJACENT TO PUBLIC STREET: 20 FT MAXIMUM HEIGHT:

- B. DEVELOPMENT AREA "C" DUPLEX STANDARDS (NOT INCLUDED IN PHASE I)

DEVELOPMENT AREA "C" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE RD DISTRICT AND THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS NOTED HEREIN: NET LAND AREA: 9.319 ACRES / 405,919 SQ FT

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RD ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING LANDSCAPED FEATURES, RECREATIONAL FACILITIES SUCH AS TRAILS, PICNIC TABLES, AND BENCHES, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES. MINIMUM LOT AREA: 8,000 SF (4000 PER DU)

MAXIMUM NUMBER OF LOTS:

MINIMUM LOT FRONTAGE:

MAXIMUM LOT COVERAGE (%)

MINIMUM BUILDING SETBACKS: SIDE:

- CORNER OR ADJACENT TO PUBLIC STREET: 25 FT
- THE FRONT YARD BETWEEN THE TWO LOTS SHALL NOT EXCEED FIVE FEET.

C. RESERVES - OPEN SPACE

OPEN SPACE RESERVES WILL BE PROVIDED FOR TRAILS AND OTHER RECREATIONAL USES. IN ADDITION, STORMWATER DETENTION AND EXISTING UTILITY EASEMENTS. D. SIGNAGE AND FENCING:

ONE (1) SIGN SHALL BE PERMITTED ALONG THE FRONTAGE ADJACENT TO EACH OF THE ARTERIAL STREETS, NOT TO EXCEED THIRTY-TWO (32) SQUARE FEET IN SIZE, AND MAXIMUM EIGHT (8) FEET IN HEIGHT NOT INCLUDING COLUMNS. FENCING MAY ALSO BE PROVIDED ADJACENT TO EACH OF THE ARTERIAL STREETS RIGHTS-OF-WAY. E. AMENITIES:

NOT LESS THAN 10% OF THE NET LAND AREA SHALL BE PRESERVED AS COMMON OPEN SPACE FOR THE ENJOYMENT OF THE RESIDENTS. THE MAJORITY OF THIS AREA WILL TAKE THE FORM OF ONSITE STORMWATER DETENTION POND RESERVE AREAS, WHICH WILL INCLUDE TWO (2) OR MORE OF THE FOLLOWING: INTERCONNECTED WALKING TRAILS/SIDEWALKS, PARKS, PLAYGROUNDS, PICNIC AREAS, GAZEBO OR OTHER COVERED SHELTER, FISHING PIERS, AND AERATION FOUNTAINS. THE PARK AND POND WITHIN DEVELOPMENT AREA B SHALL CONTAIN OFF STREET PARKING FOR THE CONVENIENCE OF THE RESIDENTS AND THEIR GUESTS AND VISITORS WITHIN THE SUBDIVISION

SECTION V. 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 AND ITS SUCCESSORS AND ASSIGNS IN TITLE. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. 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 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 AND SECTION II, RESERVES, 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, AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION IV. PLANNED UNIT DEVELOPMENT RESTRICTIONS, 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.

# D. SEVERABILITY

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

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RS-4 ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING LANDSCAPED FEATURES, RECREATIONAL FACILITIES SUCH AS TRAILS, PICNIC TABLES, AND BENCHES,

5,600 SF

440 LOTS

50 FT

INTERIOR: 55%

CORNER: 65%

FRONT: 20 FT\*

SIDE: 5 FT

REAR: 15 FT

35 FT OR 2.5 STORIES

\* FOR LOTS WITH MORE THAN TWO SIDES ABUTTING A PUBLIC WAY (NOT INCLUDING ARTERIALS), THE FRONT YARD MAY BE REDUCED TO 15 FEET ALONG THOSE RIGHTS OF WAY THAT HAVE NO VEHICULAR ACCESS. IN SUCH INSTANCES, THERE SHALL BE NO OBSTRUCTION IN A 15-FOOT FRONT YARD (SUCH AS BUILDINGS, FENCES, PARKED VEHICLES, ETC.) AND VEHICULAR ACCESS SHOULD BE FROM THE STREET WITH THE LOWEST DESIGN SPEED AND CAPACITY AND LOWEST TRAFFIC VOLUME. THE JOG IN THE FRONT YARD BETWEEN THE TWO LOTS SHALL NOT EXCEED FIVE FEET.

DEVELOPMENT AREA "C" INCLUDED IN THIS DEED OF DEDICATION FOR REFERENCE

42 LOTS

70 FT

INTERIOR: 55%

CORNER: 65%

FRONT: 25 FT\*

10 FT ON UNATTACHED SIDE

REAR: 20 FT

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## IN WITNESS WHEREOF: GLEN WOOD HOMES, LP, AN OKLAHOMA LIMITED PARTNERSHIP, EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_ GLEN WOOD HOMES. LP

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: OF GLEN WOOD HOMES, LP ACKNOWLEDGMENT

STATE OF OKLAHOMA ) SS: COUNTY OF TULSA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF \_\_\_\_\_, 2025,

AS \_\_\_\_\_ OF GLEN WOOD HOMES, LP

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION NO: MY COMMISSION EXPIRES:

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS TIMBER RIDGE PHASE I A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

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

WESLEY BENNETT 1562 R. WESLEY BENNETT, PLS OK PLS 1562 ACKNOWLEDGMENT STATE OF OKLAHOMA ) SS COUNTY OF TULSA THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF , 2025, OF WALLACE DESIGN COLLECTIVE NOTARY PUBLIC \_ MY COMMISSION EXPIRES: 12/11/2028 MY COMMISSION NUMBER: 00020202 [SEAL]



TIMBER RIDGE PHASE I PUD-334/CASE NO. BAZ-2102 PROJECT NO: PR-000627-2024 CONDITIONAL FINAL PLAT DATE: 3/7/25 SHEET 5 OF 5

# **Request for Action**

# File #: 25-315, Version: 1

# Broken Arrow Planning Commission 03-13-2025

To: From: Title:	Chair and Commission Members Community Development Department
	Consideration, discussion, and possible approval of building elevations for SITE-001903 -2024, Ziggi's Coffee, 1.24 acres, CN (Commercial Neighborhood)/SP (Specific Use Permit) 001773-2024, located south of the southeast corner of Albany Street (61 <sup>st</sup> Street) and 23 <sup>rd</sup> Street (193 <sup>rd</sup> E. Avenue/County Line Road)
<b>Background:</b>	
Applicant:	Wallace Design Collective
Owner:	Ziggi's Coffee
<b>Developer:</b>	Ziggi's Coffee
Engineer:	TEP
Location:	South of the southeast corner of Albany Street and County Line Road
Size of Tract	1.24 acres
Number of Lots:	1
<b>Present Zoning:</b>	CN (Commercial Neighborhood)/Specific Use Permit SP-001773-2024
Comp Plan:	Level 4 (Commercial/Employment Nodes)

A site plan was submitted on November 27, 2024 for a proposed drive-thru coffee shop located south of the southeast corner of Albany Street (61<sup>st</sup> Street) and 23<sup>rd</sup> Street (193<sup>rd</sup> E. Avenue/County Line Road). The property is zoned CN (Commercial Neighborhood) with Specific Use Permit SP-001773-2024. On February 24, 2025 the applicant requested a façade variance and provided updated elevations.

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

The west side of the building, which is the street facing façade, is proposed to be built using EIFS as the primary building material, with stone and metal wall accents. These accents include a proposed decorative metal parapet cap comprising 7.02% of the façade materials and proposed metal wall panels comprising 9.67% of the façade materials for the building.

# File #: 25-315, Version: 1

Attachments:	Ziggi's Coffee Elevations
	Façade Standard Modification
	Ziggi's Façade Example

# **Recommendation:**

Staff recommends that the building elevations submitted February 24, 2025 be approved.

- Reviewed By: Amanda Yamaguchi
- Approved By: Rocky Henkel

MEH

# Ziggi's Coffee – Façade Approval

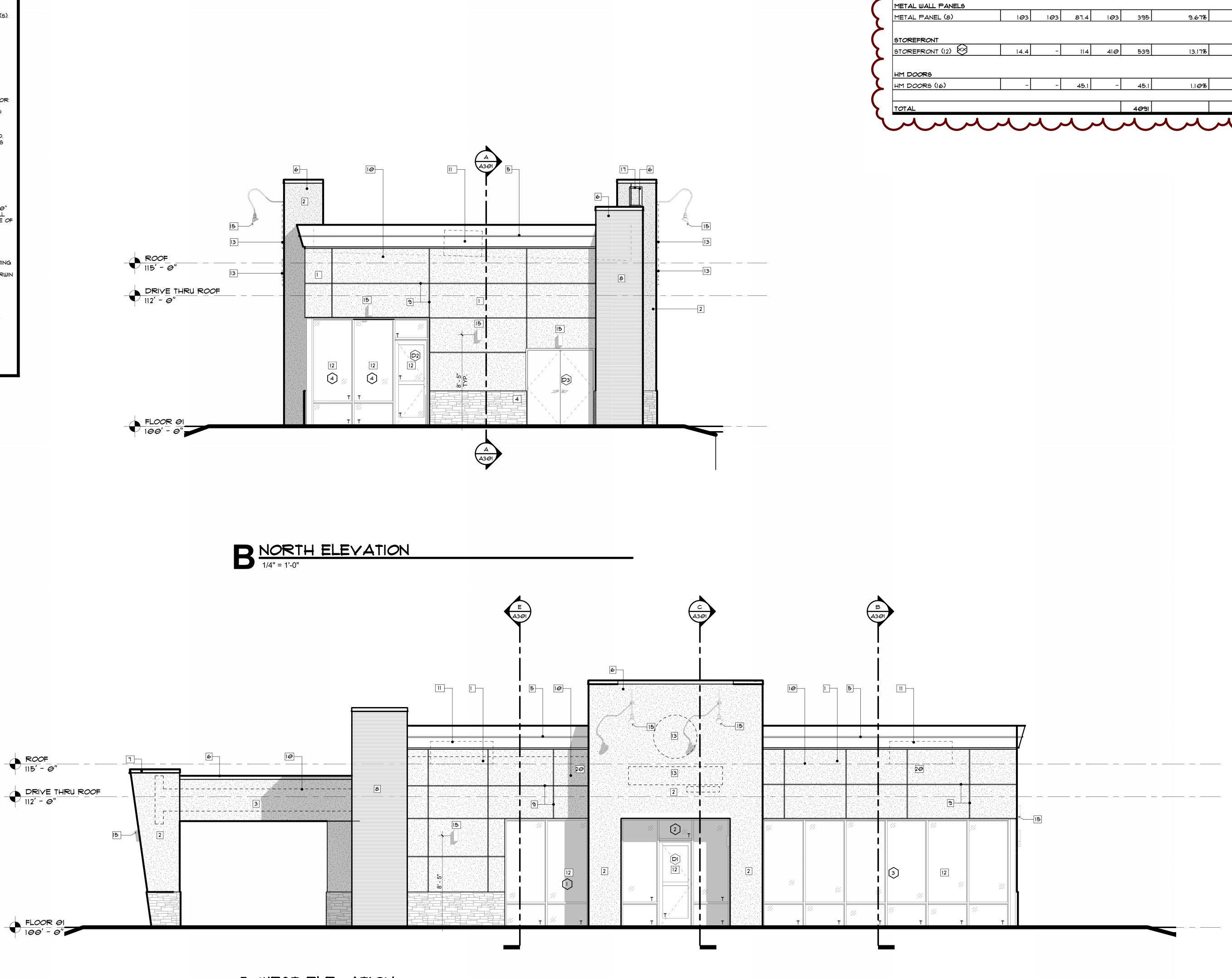
In association with the recently approved Specific Use Permit (SP-001773-2024), Ziggi's Coffee is requesting planning commission approval for the façade treatment submitted and provided alongside this narrative, which deviates from Section 5.8.G of the zoning code. The west elevation, fronting upon County Line Road, includes EIFS, stone veneer, a large window front, and a small portion of metal panels.

Rather than a standard pre-fab, EIFS building, which was certainly the intent behind the creation of Section 5.8.G, the subject façade includes several improved aesthetics, including a variety of materials, modulation to create depth in the frontage, and separate / distinct colors to establish a pleasing look.

This exact façade is the standard design used for the Ziggi's Coffee franchise, approved in many locations throughout Oklahoma, including Tulsa. Attached you will find images from the Tulsa location and The architectural elevations for your review.

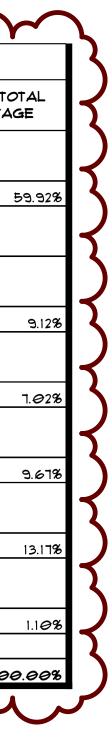
E	XTERIOR ELEVATION NOTES ×
1.	EIFS STUCCO VENEER SYSTEM PAREX OR DRYVIT EQUAL TO BE: ACCENT COLOR 2-MATCH SHERWIN WILLIAMS, SW 1522, MEADOWLARK.
2.	EIFS STUCCO VENEER SYSTEM PAREX OR DRYVIT EQUAL TO BE: ACCENT COLOR 1-MATCH SHERWIN WILLIAMS, SW 9183, DARK CLOVE.
3.	EIFS STUCCO VENEER SYSTEM PAREX OR DRYVIT EQUAL TO BE: FIELD COLOR- MATCH SHERWIN WILLIAMS, SW 1555, PATIENCE.
4.	STONE VENEER AS INDICATED. PROVIDE PRE-MANUFACTURED CORNER STONES AT ALL OUTSIDE CORNERS. FOR WAINSCOT, PROVIDE PRECAST WATER TABLE INSTALLED TO A TOTAL HEIGHT OF 3' - 3" A.F.F. AS SCHEDULED. STONE VENEER TO BE: ELDORADO MOUNTAIN LEDGE, YUKON.
5.	METAL PARAPET CAP WITH 4" RETURN AT BACK SIDE OF WALL AND 2' - $\Theta''$ CUSTOM PROFILE RETURN AT FRONT SIDE OF WALL. COLOR TO BE: PAC CLAD, SLATE GREY. TYPICAL AT BUILDING PARAPET WALLS.
6.	PRE-FINISHED METAL PARAPET CAP WITH 4" RETURN BOTH SIDES OF WALL TYPICAL AT CANOPY PARAPET WALLS AND SIGNAGE PARAPET. COLOR: PRE- FINSIHED TO MATCH ADJACENT EIFS FINISH COLOR AT WALL BELOW. AT LOCATIONS ADJACENT GALVANIZED METAL PANELS, COLOR TO MATCH PAC CLAD, SLATE GREY FINISH.
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8.	PREFINISHED METAL WALL PANELS: GALVANIZED CORRUGATED METAL PANEL(S) AND ASSOCIATED TRIM: $1-1/4'' \times 1/4''$ CORRUGATED METAL PANEL(S). INSTALL HORIZONTALLY AS INDICATED.
9.	CONTROL JOINT INSET INTO EIFS AS SHOWN.
10	LINE OF SINGLE-PLY MEMBRANE ROOFING OVER TAPERED INSULATION BEYOND.
11.	ROOFTOP UNIT WITH CURB BEYON: SEE MECHANICAL.
12.	NEW ALUMINUM STOREFRONT GLAZING SYSTEM WITH INTEGRAL DOOR(S) AS SCHEDULED.
13.	APPROX. LOCATION FOR BUILDING SIGNAGE BY OTHERS. SIGNAGE TO BE SUBNITTED UNDER A SEPARATE PERMIT. IN-WALL BLOCKING AND POWER FOR SIGNAGE TO BE FURNISHED AND INSTALLED BY GENERAL CONTRACTOR. COORDINATE FINAL LOCATION(S) FOR BLOCKING AND POWER AS REQUIRED WITH SIGN VENDOR.
14.	PRE-MANUFACTURED COMBINATION SERVICE WINDOW AND DOOR WITH SEPARATE OPERABLE UPPER AND LOWER SLIDING PANELS AS SCHEDULED. CAULK JOINT AT CONNECTION TO BUILDING AND EXTERIOR FINISH MATERIALS AS REQUIRED.
15.	LOCATION FOR EXTERIOR BUILDING LIGHT FIXTURE AS SCHEDULED. LIGHT FIXTURE TO BE CENTERED BETWEEN EIFS JOINTS.
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18.	$4^{\prime\prime}$ X 14" STEEL SCUPPER TO ACT AS PRIMARY ROOF DRAIN. SCUPPER TO DRAIN TO GALVANIZED METAL DOWNSPOUT TO DAYLIGHT AT DRIVE AISLE BELOW.
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- 22. 4" × 14" STEEL SCUPPER TO ACT AS SECONDARY ROOF DRAIN.
- 23. NEW ALUMINUM OVERHEAD ROLL-UP DOOR W/ TEMP. GLASS INSERTS AND TRACK AS SCHEDULED.



 $A = \frac{\text{WEST ELEVATION}}{\frac{1}{4} = 1'-0"}$ 

		SQUARE FOOTAGES					MATERIAL TO
EXTERIOR FINISHES (NOTE)	SOUTH	EAST	NORTH	WEST	TOTAL	PERCENTAGE	PERCENTA
DRAINABLE EXTERIOR INSULATI	ED FINISH	SYSTEM					
EIFS FIELD (1)	192	541	248	328	1309	31.99%	1
EIFS ACCENT (2)	200	353	78.5	305	937	22.90%	
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METAL PANEL (8)	103	103	87.4	103	395	9.678	
STOREFRONT							
STOREFRONT (12) 🕅	14.4	-	114	410	539	13.17%	
HM DOORS							
HM DOORS (16)	-	-	45.1	-	45.1	1.10%	
					4091		106





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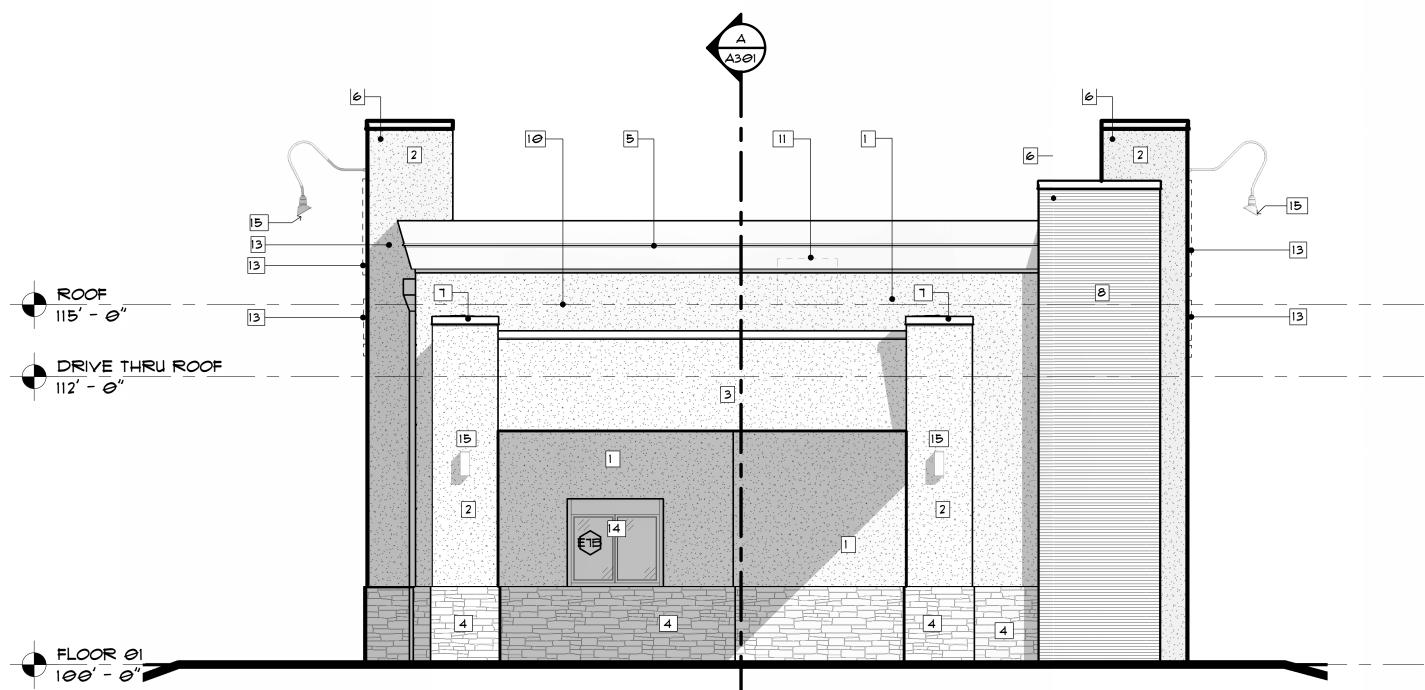


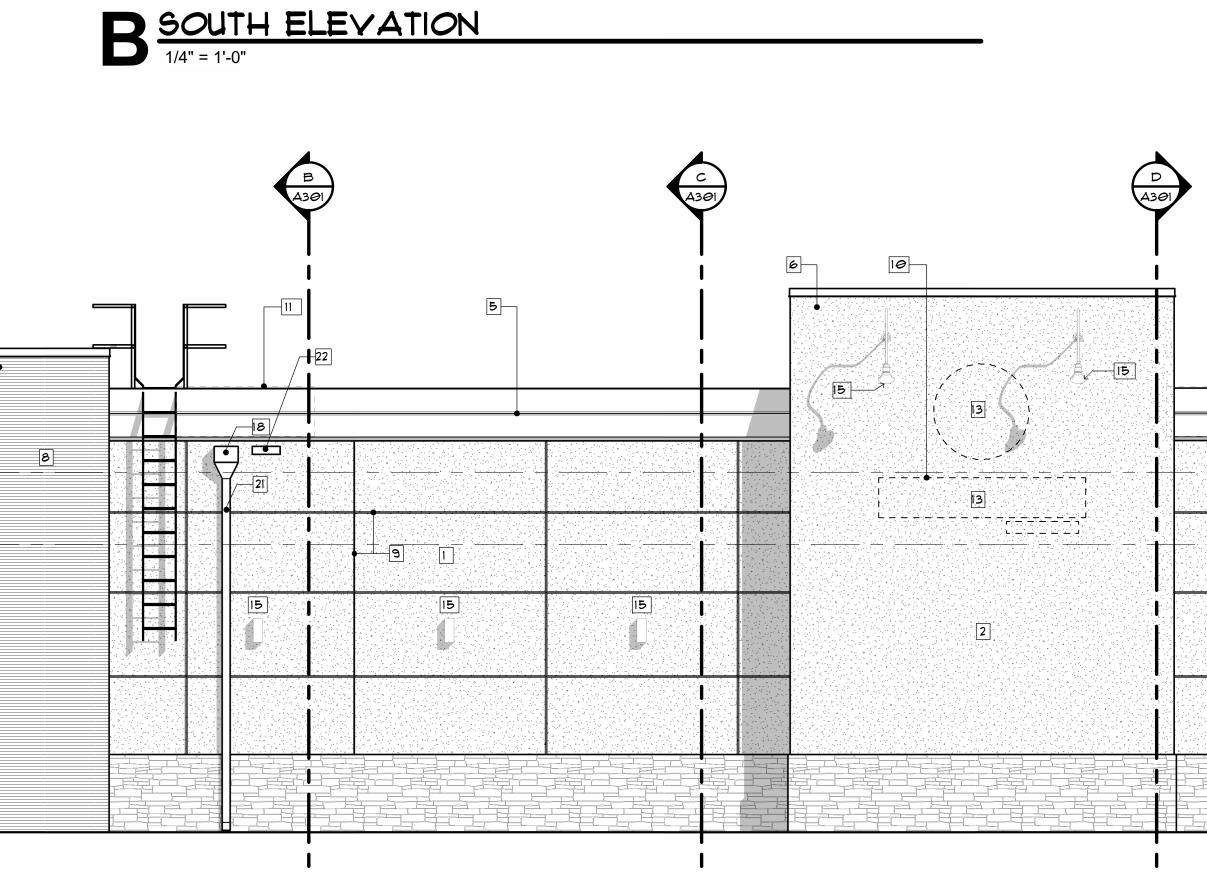
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ROOF 115' - Ø"	
DRIVE THRU ROOF 112' - 0"	

FLOOR 01 100' - 0"





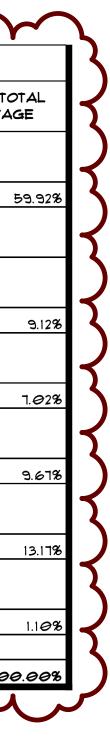


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