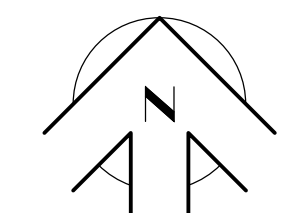


# Starbucks at Aspen Creek

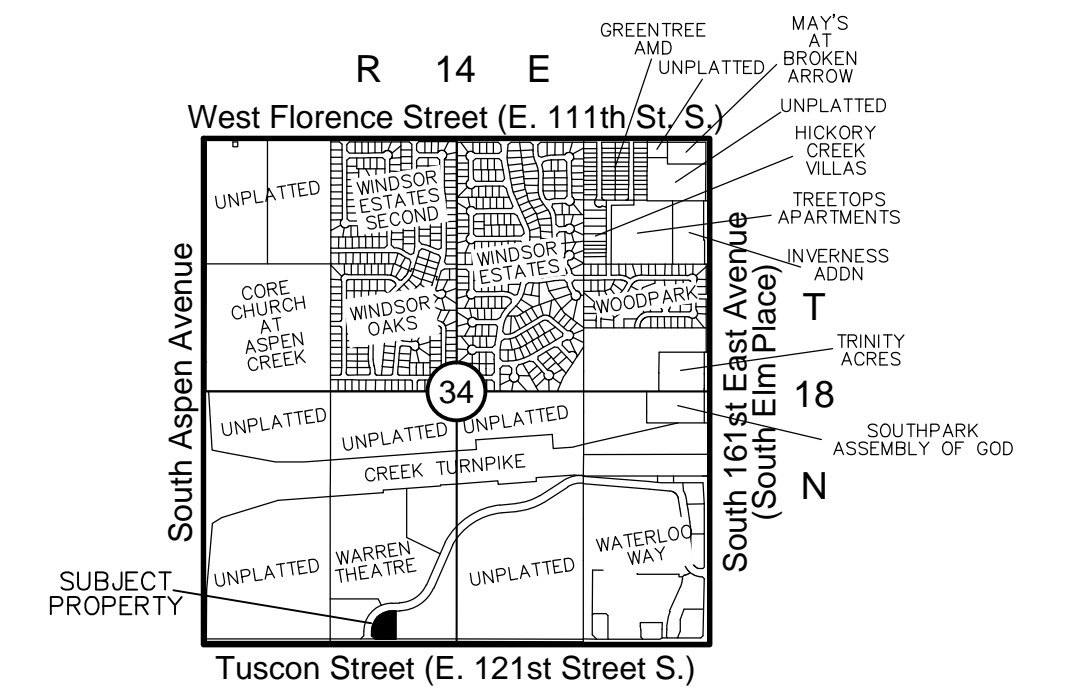
PUD 220

## Conditional Final Plat

A Tract of Land Situated in the Southwest Quarter (SW/4) of Section 34, Township 18 North, Range 14 East, of the Indian Base and Meridian, City of Broken Arrow, Tulsa County, State of Oklahoma, According to the U.S. Government Survey Thereof.



Scale: 1"=30'



Location Map  
Scale 1" = 2000'

Subdivision has 1 Lot in 1 Block and contains 61,830.70 square feet or 1.42 acres, more or less.

**OWNER**

**THE SIGNORELLI COMPANY**  
235 INTERSTATE 45 NORTH  
CONROE, TX 77304  
PHONE: (936) 441-4505  
FAX: (936) 539-1968  
CONTACT: MR. DANIEL SIGNORELLI

**SURVEYOR**

**BENNETT SURVEYING, INC.**  
P.O. BOX 848  
Chouteau, OK 74337  
PHONE: (918) 476-7484  
FAX: (918) 476-7485  
Oklahoma CA #4522  
Expires June 30, 2018  
wade@bennettsurveying.com

**ENGINEER**

**WALLACE ENGINEERING  
STRUCTURAL CONSULTANTS, INC.**  
200 EAST MATHEW BRADY STREET  
Tulsa, OK 74103  
PHONE: (918) 584-5858  
Oklahoma CA #1460  
Expires June 30, 2019  
dburns@wallacesc.com

**BASIS OF BEARING**

THE BEARING BASE FOR THIS SURVEY IS BASED ON THE SOUTH LINE OF THE SE/4 OF SECTION 14, T-18-N, R-12-E AS S88°59'14"W.

**HORIZONTAL DATUM**

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD83.

**ADDRESS DISCLAIMER NOTE:**

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

**STORMWATER DISPOSITION NOTE:**

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION #DD-082817-29.

**FLOOD ZONE NOTE**

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP TULSA COUNTY, OKLAHOMA, MAP NO. 40143C0456M, MAP REVISED: SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

APPROVED \_\_\_\_\_ by the  
City Council of the City of Broken Arrow,  
Oklahoma.

Mayor \_\_\_\_\_

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

**CERTIFICATE**

I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by sale has been provided in the amount of \$ \_\_\_\_\_ per trust receipt no. \_\_\_\_\_ to be applied to 20 \_\_\_\_\_ taxes not as yet this certificate is NOT to be construed as payment of 20 \_\_\_\_\_ taxes in full but is given in order that this plat may be filed of record 20 \_\_\_\_\_ taxes could exceed the amount of the security deposit.

Dated \_\_\_\_\_, 20 \_\_\_\_\_

Dennis Semler  
Tulsa County Treasurer

By: \_\_\_\_\_  
Deputy

**SOUTHWEST CORNER OF SECTION 34, T-18-N, R-14-E, (POINT OF COMMENCEMENT)**

SOUTH LINE OF SECTION 34 N88°41'07"E 1320.54'

N01°18'53"W 80.00'

468.73' N88°41'07"E

80' ACCESS

208.07' LIMITS OF NO ACCESS

30' ACCESS

5.90' LIMITS OF NO ACCESS

60.00' RIGHT OF WAY

Unplatted

West Aspen Creek Drive

40' ACCESS

17.5' UTILITY EASEMENT

85.47' LIMITS NO ACCESS

80.00' RIGHT OF WAY

81.15' LIMITS NO ACCESS

150.00'

60.00' RIGHT OF WAY

24.75' STATUTORY SECTION LINE RIGHT OF WAY

35.25' GENERAL WARRANTY DEED TO CITY OF BROKEN ARROW DOC. #3096879

80' ACCESS

L=329.87'  
R=210.00'  
Chord L=296.88'  
Chord Brg=S43°41'07"W

50' BUILDING LINE

50' BUILDING LINE

50' BUILDING LINE

50' BUILDING LINE

50' BUILDING LINE

50' BUILDING LINE

50' BUILDING LINE

50' BUILDING LINE

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50' BUILDING LINE

50' BUILDING LINE

Lot 1, Block 1  
Warren Theatre

80.00' RIGHT OF WAY

N88°41'07"E 36.97'

SET 3/8" IRON PIN

SET 3/8" IRON PIN

17.5' UTILITY EASEMENT

17.5' UTILITY EASEMENT

17.5' UTILITY EASEMENT

17.5' UTILITY EASEMENT

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17.5' UTILITY EASEMENT

17.5' UTILITY EASEMENT

Unplatted

POINT OF BEGINNING

17.5' UTILITY EASEMENT

17.5' UTILITY EASEMENT

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17.5' UTILITY EASEMENT

17.5' UTILITY EASEMENT

West Tucson Street South

24.75' STATUTORY SECTION LINE RIGHT OF WAY

35.25' GENERAL WARRANTY DEED TO CITY OF BROKEN ARROW DOC. #3096879

80' ACCESS

208.07' LIMITS OF NO ACCESS

30' ACCESS

5.90' LIMITS OF NO ACCESS

60.00' RIGHT OF WAY

60.00' RIGHT OF WAY

60.00' RIGHT OF WAY

60.00' RIGHT OF WAY

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60.00' RIGHT OF WAY

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

THE SHOPS AT ASPEN CREEK

PUD NO. 220

KNOW ALL MEN BY THESE PRESENTS:

Sig-Broken Arrow, Ltd., a Texas limited partnership doing business in Oklahoma as Sig-Broken Arrow, Ltd. Limited Partnership, (hereinafter the "Owner/Developer"), is the owner of the following-described real property situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, to-wit:

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION THIRTY-FOUR (34); THENCE N88°41'07"E AND ALONG THE SECTION LINE FOR A DISTANCE OF 1320.54 FEET; THENCE N01°18'53"W FOR A DISTANCE OF 60.00 FEET; THENCE N88°41'07"E FOR A DISTANCE OF 468.73 FEET; TO THE POINT OF BEGINNING; THENCE N46°18'53"W FOR A DISTANCE OF 49.50 FEET; THENCE N01°18'53"W FOR A DISTANCE OF 46.15 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 90°00'00", HAVING A RADIUS OF 210.00 FEET, A LENGTH OF 329.87 FEET AND WHOSE LONG CHORD BEARS N43°41'07"E FOR A DISTANCE OF 296.98 FEET; THENCE N88°41'07"E FOR A DISTANCE OF 36.97 FEET; THENCE S01°18'53"E FOR A DISTANCE OF 291.15 FEET; THENCE S88°41'07"W A DISTANCE OF 211.97 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINS 1.42 ACRES MORE OR LESS.

and has caused the above-described land to be surveyed, staked, platted and subdivided into one lot in conformity with the accompanying plat and survey (hereinafter the "Plat") and has entitled and designated the subdivision as "Starbucks at Aspen Creek" a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (hereinafter the "Subdivision" or "Starbucks at Aspen Creek"). The lot depicted upon the Plat shall hereinafter be referred to as the "Lot".

I. EASEMENTS AND UTILITIES

A. Utility Easements.

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the Plat as "u/e" or "utility easement" for the several purposes of construction, 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 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/Developer hereby reserves the right to construct and maintain utility lines within the utility easements for the purpose of furnishing utility service to areas within or outside the Plat and the Owner/Developer further reserves the right to construct and maintain within the utility easements, parking areas, landscaping, screening fences and walls and other non-obstructing improvements.

B. Underground Electric and Communication Service.

1. Underground service cables to all structures which may be located within the Subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of the structure as may be located upon a Lot provided, that upon the installation of such a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the Lot covering a 5-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on the structure.
2. The supplier of service, through its agents and employees, shall at all times have the right of access to all the easement-ways depicted on the Plat or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of underground electric or communication facilities installed by the supplier of the service.
3. The owner of each Lot shall be responsible for the protection of the underground service facilities located on the Lot and shall prevent the alteration of grade or any construction activity which may interfere with electric, telephone or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner of each Lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
4. The foregoing covenants set forth in this Subsection B shall be enforceable by the supplier of service, and the owner of each Lot agrees to be bound hereby.

C. Water and Sewer Service.

1. The owner of each Lot shall be responsible for the protection of the public water and sewer mains located on the Lot.
2. Within the utility easement areas depicted of the Plat, the alteration of grade from the contours existing upon the completion of the installation

of a public water main or sewer main, or any construction activity which may interfere with public water and sewer mains, shall be prohibited. Within the utility easements, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level aperture, including valve boxes, fire hydrants and manholes shall be adjusted to the altered ground elevations by the owner of the Lot affected or at its election, the City of Broken Arrow, Oklahoma may make such adjustment at the Lot owner's expense.

3. The City of Broken Arrow or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner of a Lot shall pay for damage or relocation of such facilities within his Lot caused or necessitated by acts of the owner, his agents or contractors.
4. The City of Broken Arrow or its successors shall at all times have right of access to all easement-ways depicted on the Plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
5. The foregoing covenants set forth in this Subsection C shall be enforceable by the City of Broken Arrow or its successors, and the owner of each Lot agrees to be bound hereby.

D. Gas Service.

1. The owner of each Lot shall be responsible for the protection of the underground gas facilities located on the Lot.
2. Within the utility easement areas depicted on the Plat, the alteration of grade or any construction activity which may interfere with the underground gas facilities, shall be prohibited.
3. The supplier of gas service or its successors shall be responsible for ordinary maintenance of the gas facilities, but the owner of a Lot shall pay for damage or relocation of such facilities within his Lot caused or necessitated by acts of the owner, his agents or contractors.
4. The supplier of gas service or its successors shall at all times have right of access to all easement-ways depicted on the Plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of underground gas facilities.
5. U n d e r g r o u n d gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending

2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.

6. The foregoing covenants set forth in this Subsection D shall be enforceable by the supplier of gas service or its successors and the owner of each Lot agrees to be bound hereby.

E. Surface Drainage.

Each Lot, in accordance with the finish grading plan, 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 the Lot owned. The foregoing covenants set forth in this Subsection F shall be enforceable by any affected Lot owner or by the City of Broken Arrow, Oklahoma.

F. Paving and Landscaping Within Easements.

The Owner of the Lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance of underground water, sewer, storm sewer, electric, natural gas and communication facilities as depicted upon the Plat, provided, however, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

G. Rights of Ingress and Egress.

The Owner/Developer hereby relinquishes rights of ingress and egress to and from the above-described property to West Tucson Street and West Aspen Creek Drive, within the bounds designated as "Limits of No Access" or "L.N.A." on the Plat, except as may hereinafter be released, altered or amended by the Broken Arrow Planning Commission with the approval of the City of Broken Arrow, Oklahoma or its successors, or as is otherwise provided by the statutes or laws of the State of Oklahoma pertaining thereto.

## II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, The Shops at Aspen Creek was submitted as a Planned Unit Development (PUD No. 220) as provided within Section 6.4.E of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on June 3, 2013, (hereinafter the "Broken Arrow Zoning Code"), which PUD No. 220 was affirmatively recommended by the Broken Arrow Planning Commission on May 9, 2013, and approved by the Council of the City of Broken Arrow, Oklahoma, on June 3, 2013; and

WHEREAS, the Planned Unit Development 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 planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the

mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

WHEREAS, PUD 220 is being developed in phases and each phase requires platting which is described in the accompanying plat as "Starbucks At Aspen Creek" which comprises 1.42 acres and establishes one lot ('Lot 1, Block 1").

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

A. Use of Land.

1. The development of The Shops at Aspen Creek shall be subject to the planned unit development provisions of the Broken Arrow Zoning Code, as the provisions existed on June 3, 2013.
2. The use of the lot shall be limited to the uses permitted by right within a CH Commercial Heavy District, as defined in the Broken Arrow Zoning Code, or uses as may be subsequently approved by Specific Use Permit, and accessory uses customarily incidental thereto, provided however, sexually oriented businesses are prohibited.

B. Development Standards (Development Area "F")

The lots shall be subject to the following development standards:

1. Minimum Lot Frontage.

There is no minimum requirement for lot frontage, provided that for any Lot having less than 20 feet of frontage on a public street, access to a public street shall be established by easement.

2. Off-Premise Signage.

Off-Premise signs shall be permitted in accordance with the location, specifications, and standards set forth within submitted as a part of PUD No. 220 as text exhibits and included within the records of the Broken Arrow Planning Commission, and within each Lot the signs otherwise permitted by Article IX of the Broken Arrow Zoning Code shall be permitted.

3. Landscaping.

Landscaping shall be not less than 10% of the aggregate of the net lot areas, provided however, each Lot shall have landscaping of not less than 5% of the net lot area, and landscaping shall otherwise be provided in accordance with Article VIII, Section 19 of the Broken Arrow Zoning Code.

4. Off-Street Parking.

Off-street parking shall be as required for the applicable use by Article IV of the Broken Arrow Zoning Code.

5. Parcelization.

Parcelization and the adjustment of the boundaries of a Lot as initially platted may occur by subsequent lot splits if the resulting tracts do not exceed four(4) in number, provided however, in the event that the intended floor area ratio of a parcel shall exceed .40, the floor area allocation shall require the approval by the PUD.

6. Other Requirements

Except as above set forth, buildings and other improvements shall comply with the bulk and area requirements of an C-5 Commercial District as set forth within the Broken Arrow Zoning Code.

C. Site Plan Review

Development may occur in phases, and prior to the issuance of a building permit, a detailed site plan (including landscaping) for the improvements proposed to be constructed shall be submitted to and approved by the Broken Arrow Planning Commission. Approval shall be limited to determining that the site plan complies with the requirements of PUD. The development and use of The Shops at Aspen Creek shall be in compliance with the approved site plans and landscape plans or such amendments thereof as may be later approved by the Broken Arrow Planning Commission or its successor.

D. Minor Amendments

The foregoing restrictions shall be deemed amended (without necessity of execution of an amending document) to conform to amendments to bulk and area requirements that may subsequently be approved by the Broken Arrow Planning Commission pursuant to its review of a minor amendment processed in accordance with the provisions of the Broken Arrow Zoning Code, and the filing of a certified copy of the minutes of the Broken Arrow Planning Commission with the Tulsa County Clerk.

E. Definitions

In the event of ambiguity of any word or term set forth in Section II., the meaning thereof shall be deemed to be defined as set forth within the Broken Arrow Zoning Code as the same existed on June 3, 2013.

F. Platting Requirement

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

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the

provisions of Section I. Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and 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 Code and shall inure to the benefit of the City of Broken Arrow, Oklahoma and the owners of the Lots within the

Subdivision. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Broken Arrow or any owner of a Lot to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought by an owner of a Lot which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover 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

The covenants contained within Section I. Streets, Easements and Utilities 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. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date the instrument is properly recorded.

D. Serverability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.



IN WITNESS WHEREOF, the Owner/Developer, has executed this instrument this day of \_\_\_\_\_, 2017.

Sig-Broken Arrow, Ltd.,  
a Texas limited partnership  
doing business in Oklahoma as  
Sig-Broken Arrow, Ltd. Limited Partnership

By

\_\_\_\_\_  
President

STATE OF OKLAHOMA    )  
                                  )  
ss. COUNTY OF TULSA    )

This instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_  
President of Sig-Broken Arrow, Ltd., a Texas limited partnership doing business in  
Oklahoma as Sig-Broken Arrow, Ltd. Limited Partnership

Notary Public

My commission expires:

My commission number is:

\_\_\_\_\_

CERTIFICATE OF SURVEY

I, R. Wade Bennett, a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Starbucks at Aspen Creek", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the practice of land surveying.

R. Wade Bennett  
Registered Professional Land Surveyor  
Oklahoma No.

STATE OF OKLAHOMA)  
ss. COUNTY OF TULSA )

The foregoing Certificate of Survey was acknowledged before me this \_\_\_\_ day of  
,2017, by R. Wade Bennett.

Notary Public

My commission expires:

My commission number is

\_\_\_\_\_