

# Conditional Final Plat

## PUD-001972-2025

# Ferguson Kia

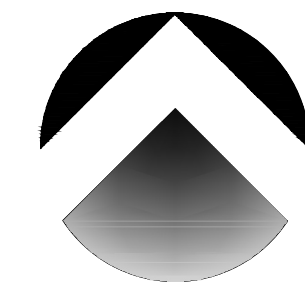
PART OF THE WEST HALF OF SECTION TWO (2),  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER:  
**Ferguson Management Group LLC**

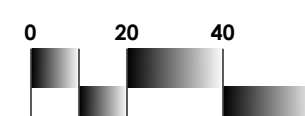
CONTACT: JERRY FERGUSON  
2720 North Hemlock Court, Suite B  
Broken Arrow, Oklahoma 74012  
Phone: (918) 258-1800

SURVEYOR/ENGINEER:  
**Tanner Consulting, L.L.C.**

DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2027  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929

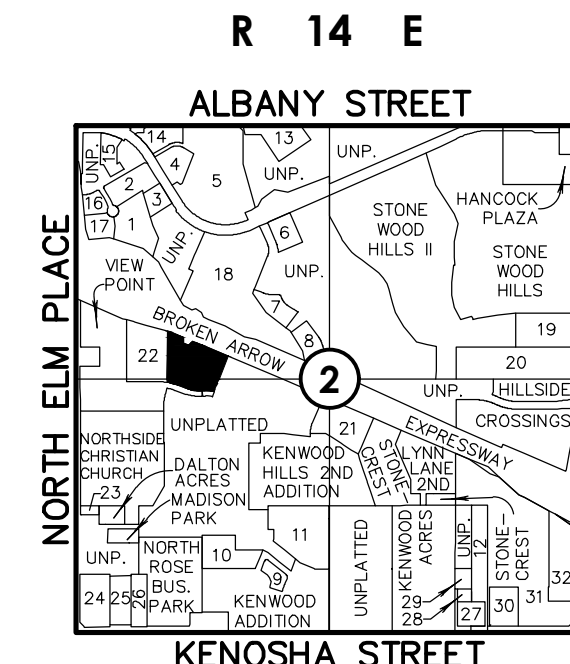


NORTH



Scale: 1"= 40'  
Tanner Consulting

00  
The review of the Conditional Final Plat (CFP) has been completed.  
All revisions will be completed with the Final Plat using the Final Plat submittal application.  
Additional files submitted under the CFP will not be reviewed.  
Additional comments may be identified during the review of the Final Plat that will need to be addressed before the plat will be signed.



Location Map  
Scale: 1"= 2000'

- HOLIDAY INN EXPRESS HOTEL & SUITES AT THE V.A.S.W.H.
- VILLAGE II RETAIL CENTER AT THE V.A.S.W.H.
- RUNY'S BAR-B-QUE AT THE V.A.S.W.H.
- UNPLATTED
- STONE CREEK HOTEL & CONFERENCE CENTER AT THE V.A.S.W.H.
- LOVE STAR STEAKHOUSE & SALOON AT THE V.A.S.W.H.
- LOS CABOS AT THE V.A.S.W.H.
- CHARLESTON'S AT THE V.A.S.W.H.
- RESUBDIVISION LOT 1, 15, 16, 17 BLOCK 3 KENWOOD ADDITION
- KENWOOD IV
- KENWOOD HILLS
- KNOLL VIEW ADDITION
- FIRST BAPTIST CHURCH OF BROKEN ARROW (PART)
- HILTON GARDEN INN AT THE V.A.S.W.H.
- LA QUINTA AT THE V.A.S.W.H.
- STEAK 'N SHAKE AT THE V.A.S.W.H.
- ARKANSAS VALLEY STATE BANK AT THE V.A.S.W.H.
- SE-SUB BLOCK 1, LYNN LANE TERRACE SECOND PLAT
- SHOPS AT LYNN LANE
- FERGUSON ADDITION
- THFT ENTERPRISES
- BOARDWALK SHOPPING CENTER
- BA LYNN & GARDEN
- SHARP'S COMMERCIAL CENTER
- VAQUERO ADDITION
- RYANS ADDITION
- GALVARY TEMPLE FAMILY CHRISTIAN CENTER
- BILL KNIGHT COLLISION
- LYNN LANE TERRACE AMENDED
- LYNN LANE COMMERCIAL CENTER OF BROKEN ARROW
- V.A.S.W.H. = VILLAGE AT STONE WOOD HILLS

#### LEGEND

- |       |                                  |
|-------|----------------------------------|
| B/L   | BUILDING LINE                    |
| B/U   | BUILDING LINE & UTILITY EASEMENT |
| BK PG | BOOK & PAGE                      |
| CB    | CHORD BEARING                    |
| CD    | CHORD DISTANCE                   |
| CL    | CENTERLINE                       |
| Δ     | DELTA ANGLE                      |
| DOC   | DOCUMENT                         |
| ESMT  | EASEMENT                         |
| GOVT  | GOVERNMENT                       |
| LNA   | LIMITS OF NO ACCESS              |
| ODE   | OVERLAND DRAINAGE EASEMENT       |
| RES.  | RESERVE                          |
| R/W   | RIGHT-OF-WAY                     |
| U/E   | UTILITY EASEMENT                 |
| ○     | FOUND MONUMENT                   |
| ●     | SET MONUMENT (SEE NOTE 2)        |

#### SUBDIVISION CONTAINS:

- ONE (1) LOT
- IN ONE (1) BLOCK

GROSS SUBDIVISION AREA: 6.371 ACRES

#### Benchmark #1

CHISELED BOX SET ON THE TOP OF CURB  
AT APPROXIMATELY 18 FEET SOUTH AND  
53 FEET WEST OF NORTHEAST CORNER OF  
LOT 1, BLOCK 1, "FERGUSON ADDITION".

(396741.15N, 2620290.46E)

ELEVATION = 783.30' (NAVD 88)

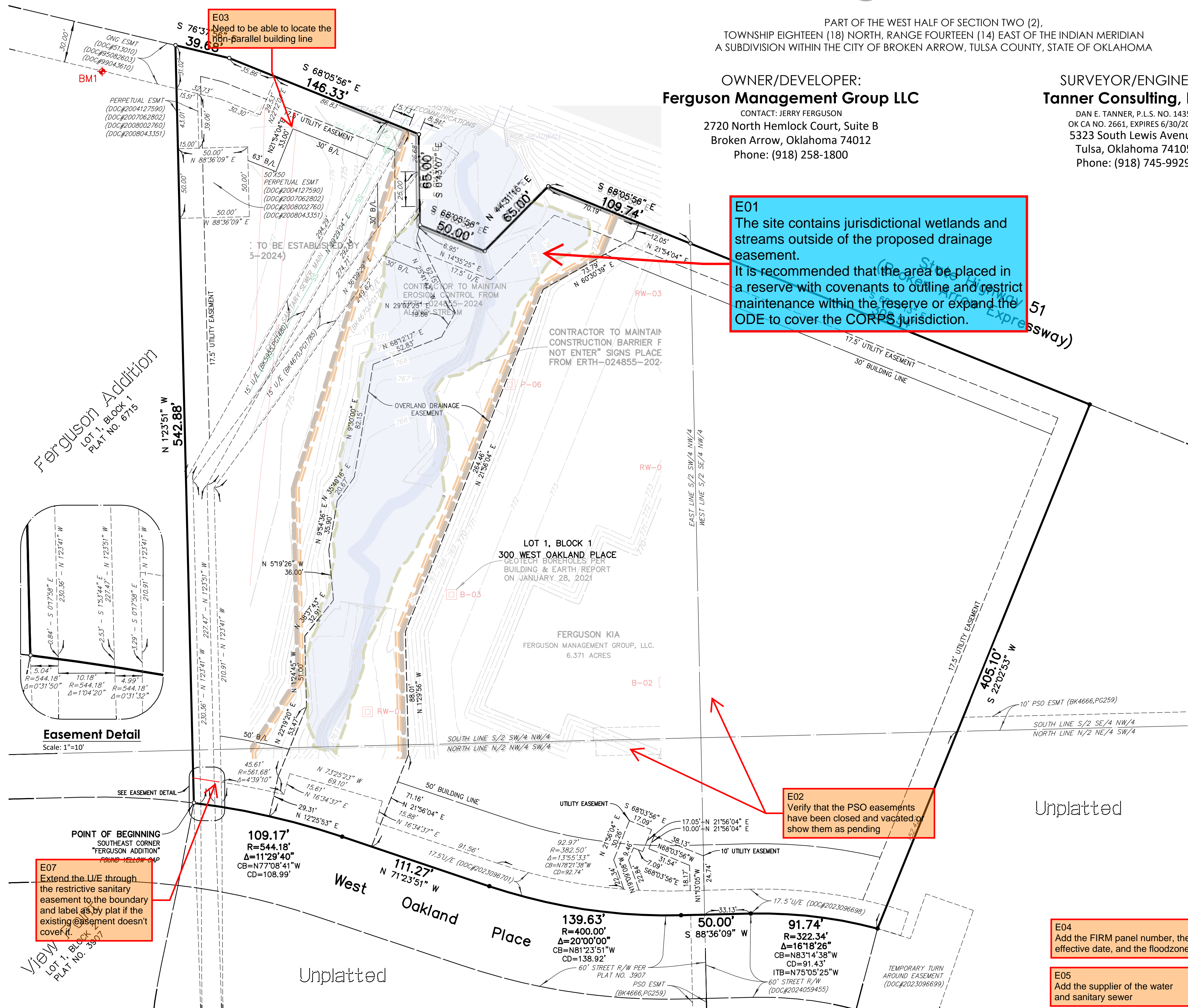
#### Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" OR "TANNER CA2661" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:  
(A) FOUND CHISELED "X" AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 2;  
(B) FOUND STEEL DISC AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 2;  
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°11'30" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY WEST OAKLAND PLACE BEING A PUBLIC STREET.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-090924-51.

APPROVED \_\_\_\_\_ by the City  
Council of the City of Broken Arrow,  
Oklahoma.  
Mayor  
Attest: City Clerk

E06  
Add the Project Number  
PR-00762-2024 instead  
of the case number

Ferguson Kia  
CASE NO. -  
SHEET 1 OF 3



DATE OF PREPARATION: November 13, 2025



# Conditional Final 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

## 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 LOT ONE (1), BLOCK ONE (1), "FERGUSON ADDITION", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6715); THENCE NORTH 1°23'51" WEST AND ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 542.88 FEET TO A POINT ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF OKLAHOMA STATE HIGHWAY 51; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 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 THE NORTH RIGHT-OF-WAY LINE OF SAID WEST OAKLAND PLACE FOR THE REMAINING FIVE (5) COURSES: NORTHWESTERLY 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 548.18 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); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) FOUND CHISELED "X" AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 2;
- (B) FOUND STEEL DISC AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 2.

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°11'30" EAST.

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 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 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.

- 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.
- 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.
- 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.
- 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.
- 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.

#### C. UNDERGROUND SERVICE.

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

#### D. OVERLAND DRAINAGE EASEMENT

- FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOT WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER HEREBY ESTABLISHES AND GRANTS A PERPETUAL OVERLAND DRAINAGE EASEMENT ON, OVER, AND ACROSS THE AREA 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.
- DRAINAGE FACILITIES WITHIN THE OVERLAND DRAINAGE EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREA 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 AREA 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.
- THE OVERLAND DRAINAGE EASEMENT AREA 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.
- IN THE EVENT THE OWNER OF ANY LOT AS SUBJECT TO THE 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 SHOULD THEN FAIL 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.

#### E. PAVING AND LANDSCAPING WITHIN EASEMENTS.

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.

### SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

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

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 COMMISSION FEBRUARY 27, 2025 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON MARCH 18, 2025; AND

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

WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE COMPLIANCE WITH PUD-001972-2025 FOR THE 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 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.

#### A. GENERAL.

- DEVELOPMENT IN ACCORDANCE WITH PUD.

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

- APPLICABLE ORDINANCE.

THE DEVELOPMENT OF FERGUSON KIA SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE, AS SUCH PROVISIONS EXISTED ON JANUARY 21, 2025 (DATE OF APPLICATION FILING).

- 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 RENTAL AS ALLOWED BY THIS PUD; PROVIDED, HOWEVER, THE FOLLOWING USES SHALL BE EXCLUDED: SEXUALLY-ORIENTED BUSINESSES AND MEDICAL MARIJUANA DISPENSARIES.

MAXIMUM FLOOR AREA RATIO:	0.75
MINIMUM / MAXIMUM BUILDING LOT COVERAGE:	75% MAXIMUM; NO MINIMUM
MAXIMUM BUILDING HEIGHT:	40 FT AND 3 STOREYS
MINIMUM PUBLIC OR PRIVATE STREET FRONTAGE:	100 FT *
MINIMUM BUILDING SETBACKS: **	
FROM W. OAKLAND P.L.:	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% OF LOT AREA
MINIMUM PARKING RATIO:	AS PER BROKEN ARROW ZONING ORDINANCE
MAXIMUM PARKING RESTRICTION:	AS PER BROKEN ARROW ZONING ORDINANCE
MINIMUM LOADING BERTHS:	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 BY ACCESS EASEMENT(S) APPROVED BY THE CITY OF BROKEN ARROW DURING PLATTING REVIEW.
- \*\* NO BUILDING SHALL BE CONSTRUCTED OVER A UTILITY OR UNDERGROUND PIPELINE EASEMENT.
- \*\*\* SETBACKS WILL BE INCREASED TO MEET THE 50-FOOT SETBACK FROM "HIGH PRESSURE PIPELINES" PER 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 MAY HAVE GEOMETRIC DESIGNS VARYING FROM ZONING ORDINANCE REQUIREMENTS UPON CITY OF BROKEN ARROW REVIEW AND APPROVAL OF THE SITE PLAN.

- DEVELOPMENT STANDARDS FOR ALL PUD DEVELOPMENT AREA LOTS.

- 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 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 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.

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.

- SIGNS:

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. 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.

- PLATTING AND SITE PLAN REQUIREMENTS:

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.

- PARKING AND LOADING REQUIREMENTS:

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.

- LANDSCAPING, SCREENING, AND LIGHTING REQUIREMENTS:

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 AREA "C" DESCRIBED LATER. COLORED METAL OR WROUGHT IRON GATES DESIGNED TO ENHANCE APPEARANCE OF THE FACILITY ARE ENCOURAGED BY 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," REFUSE COLLECTION RECEPTACLES AND OUTDOOR MECHANICAL EQUIPMENT SHALL BE SCREENED AS REQUIRED BY THE BROKEN ARROW ZONING ORDINANCE. ALL LOTS WITHIN DEVELOPMENT AREAS "D" AND "E" SHALL MAINTAIN A MINIMUM OF 10% OF LOT AREA AS LANDSCAPED OPEN SPACE.

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.

#### A. LANDSCAPED EDGE

- WIDTH  
A LANDSCAPED EDGE OF AT LEAST 10 FEET IN WIDTH SHALL BE PROVIDED ALONG BOTH W. OAKLAND [PLACE] AND STATE HIGHWAY 51.

# Conditional Final 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

## 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 LINEAR 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:

#### DEVELOPMENT AREA C LIGHTS

TYPE - LSI GREENBRIER, FULL-CUT OFF LENSES 20' TALL  
WITH 2" CONCRETE BASE  
(22' ABOVE FINISHED GRADE).

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.

### SECTION III. PRIVATE RESTRICTIONS

#### A. USE OF LAND.

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.

#### B. SETBACKS.

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 PLAT.

#### 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 THE OWNER OF THE LOT OR SUBDIVIDED PORTION THEREOF OR THE PROPERTY OWNERS' ASSOCIATION (IF FORMED), WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED HEREIN 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 \_\_\_\_\_ 2026.

FERGUSON MANAGEMENT GROUP LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
[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 \_\_\_\_\_, 2026, PERSONALLY APPEARED \_\_\_\_\_, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF FERGUSON MANAGEMENT GROUP LLC TO THE FOREGOING INSTRUMENT, AS ITS \_\_\_\_\_, AND ACKNOWLEDGED TO ME THAT \_\_\_\_\_ EXECUTED THE SAME AS \_\_\_\_\_ FREE AND 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.

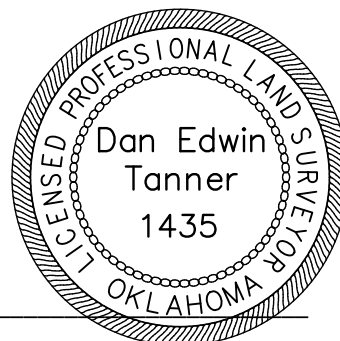
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

#### CERTIFICATE OF SURVEY

I, DAN E. TANNER, 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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "FERGUSON KIA", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.



BY: \_\_\_\_\_  
DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, 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 \_\_\_\_\_ JENNIFER MILLER, NOTARY PUBLIC

