



FINAL PLAT OF RIB CRIB ADDITION

A RE-PLAT OF LOTS 1, 2, 3, 12, 13, BLOCK 4, BROWN'S ADDITION
 A Part of the Northwest Quarter (NW/4), of Section 11, T18N, R14E, I.M.
 Broken Arrow, Tulsa County, Oklahoma
 (PUD 232)
 SHEET 1 OF 2

KNOW ALL MEN BY THESE PRESENTS:

That The Rib Crib BBQ, Inc., Nick R. Hood, and Janice Ann Hood, hereby certify that they are the owners of a portion of the land shown on the annexed plat of BROWN'S ADDITION, an addition to the City of Broken Arrow, Tulsa County, Oklahoma. That they have caused the same to be surveyed and re-platted into lots, blocks, streets and easements, as shown on said annexed re-plat, which said annexed re-plat represents a correct survey of all property included, therein, under the name of RIB CRIB ADDITION, an addition to The City of Broken Arrow, Tulsa County, Oklahoma.

They further certify that they are the owner of a portion of the land, included in the above mentioned plat, and do hereby, dedicate all streets and easements as shown on said annexed plat to the public for use as public streets, and drainage and utility easements for their heirs, executors, administrators, successors and assigns forever and shall cause the same to be released from all encumbrances so that title is clear.

In witness whereof, the undersigned have caused this instrument to be executed on this 18th day of May, 2015

Seth Nimmo, Vice President for The Rib Crib BBQ, Inc.

STATE OF OKLAHOMA)
 COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public in and for said County and State on this 18th day of May, 2015, personally appeared Seth Nimmo, to me known to be the identical person who subscribed, and duly acknowledged to me that he executed the same as the free and voluntary act and deed of himself and as the free and voluntary act and deed of said company.

My Commission Expires: 11/15/2018
 Notary Public

In witness whereof, the undersigned have caused this instrument to be executed on this 18th day of May, 2015

Nick R. Hood

Janice Ann Hood

STATE OF OKLAHOMA)
 COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public in and for said County and State on this 18th day of May, 2015, personally appeared Nick R. Hood and Janice Ann Hood, to me known to be the identical persons who subscribed, and duly acknowledged to me that they executed the same as the free and voluntary act and deed of themselves and as the free and voluntary act and deed of said company.

My Commission Expires: 11/15/2018
 Notary Public

CERTIFICATE OF MORTGAGEE

The undersigned, as mortgagee under a certain mortgage dated 11/15/2014, recorded in Book 114, Page 1, recorded in Book 114, Page 1, recorded in public records of Tulsa County, Oklahoma, joins in and consents to the dedication of the lands described herein, and agrees that in the event of foreclosure of this mortgage all dedicated areas shall survive and be enforceable.

PROSPERITY BANK, successor by merger to The F&M Bank & Trust Company
 Mike G. Moody, Executive Vice President

STATE OF OKLAHOMA)
 COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public in and for said County and State on this 18th day of May, 2015, personally appeared Mike G. Moody as Executive Vice President of Prosperity Bank, successor by merger to The F&M Bank & Trust Company, to me known to be the identical persons who subscribed, and duly acknowledged to me that they executed the same as the free and voluntary act and deed of themselves and as the free and voluntary act and deed of said company.

My Commission Expires: 11/15/2018
 Notary Public

CERTIFICATE

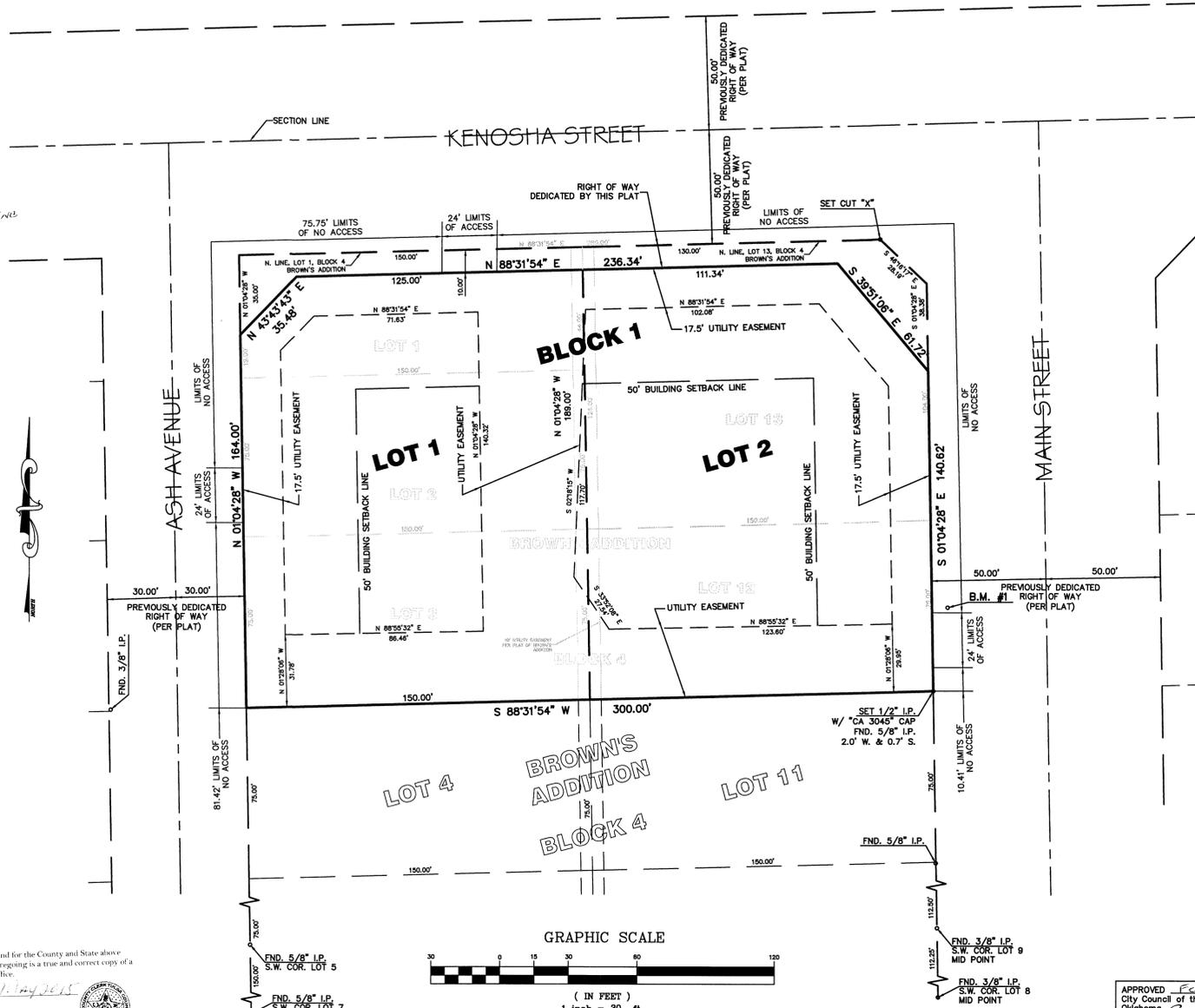
I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$9265.00 per trust receipt no. 13909 to be applied to 2015 taxes. This certificate is NOT to be construed as payment of 2015 taxes in full but is given in order that this plat may be filed on record. 2015 taxes may exceed the amount of the security deposit.

Dated: 05/29/2015
 Dennis Semler
 Tulsa County Treasurer
 Deputy

STATE OF OKLAHOMA)
 COUNTY OF TULSA) SS

I, Pat Key, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the 29th day of May, 2015
 PAT KEY, Tulsa County Clerk
 Deputy



SURVEYOR'S CERTIFICATE

I, Shaun Christopher Axton, do hereby certify that I am a Licensed Professional Land Surveyor, in the State of Oklahoma and the annexed plat of RIB CRIB ADDITION, an addition to the City of Broken Arrow, Tulsa County, Oklahoma, consisting of one (1) sheet, represents a survey made under my supervision on the 18th day of May, 2015.

I further certify that said annexed plat complies with Requirements of Senate Bill 377, Section 518 as amended and that this plat of survey 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.

Shaun Christopher Axton
 Licensed Professional Land Surveyor
 Oklahoma No. 1494
 Certificate of Authorization CA No. 3045

STATE OF OKLAHOMA)
 COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public in and for said County and State on this 18th day of May, 2015, personally appeared Shaun Christopher Axton, to me known to be the identical person who subscribed and duly acknowledged to me that he executed the same as the free and voluntary act and deed of himself and as the free and voluntary act and deed of said company.

My Commission Expires: 11/15/2018
 Notary Public

PROPERTY DESCRIPTION

Lots One (1), Two (2), Three (3), Twelve (12), and Thirteen (13), Block Four (4), BROWN'S ADDITION to Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat No. 1744.
 Said tract of land contains an area of 59,498 square feet or 1.3659 acres, more or less, prior to re-plat and 55,450 Square Feet or 1.2500 acres, more or less, after re-plat.

Notes:

- The bearing of North 88°31'54" East as shown on the South right of way line of Kenosha Street was used as the basis of bearing for this survey.
- A 1/2 Inch Iron Pin was set at all property corners unless otherwise noted.
- 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.

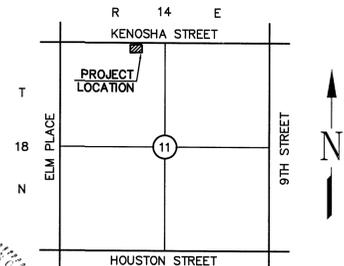
Detention Determination Number: DD#-122614-28

OWNERS:
 The Rib Crib BBQ, Inc.
 4535 South Harvard Avenue
 Tulsa, OK 74135
 918-728-6463

Nick R. & Janice Ann Hood
 256451 Dogwood Drive
 Broken Arrow, OK 74014
 918-251-7543

SURVEYOR:
 Mark Deal & Associates, P.C.
 P.O. Box 6578
 Norman, OK 73070
 405-881-3325
 CA 3045
 EXPIRATION 6/30/15

ENGINEER:
 Allant Engineering
 233 Park Avenue South, Suite 300
 Minneapolis, MN 55401
 612-349-9898
 CA 3516PE
 6/30/16



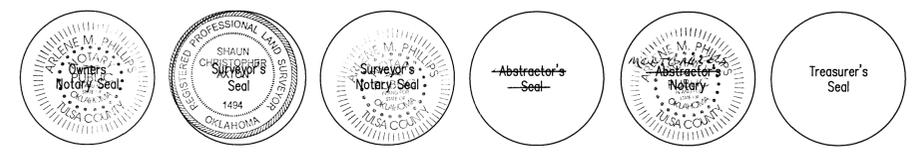
LOCATION MAP
 NOT TO SCALE
 CASE NO. PT14-110
 (121 W. KENOSHA STREET)

Mark Deal & Associates, P.C.
 P.O. Box 6578
 Norman, OK 73116
 405-881-3325 voice & fax
 shawn@mls.net
 Certificate of Authorization No. 3045
 Expires June 30, 2015

APPROVED Feb 3, 2015 by the City Council of the City of Broken Arrow, Oklahoma
 Mayor: [Signature]
 Attest: City Clerk

BM #1 - OPUS SOLUTION
 CUT "X" - ON CONC. SIDEWALK
 APPROX. 36.5' N. & 6.9' E. OF
 S.E. PROPERTY CORNER
 ELEV=750.28'

DATUM: NAVD88
 (COMPUTED USING GEOID12A)



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A Part of the Northwest Quarter (NW/4), of Section 11, T18N, R14E, I.M.
Broken Arrow, Tulsa County, Oklahoma
(PUD 232)
SHEET 2 OF 2

RIB CRIB ON KENOSHA

COVENANTS:

1. Public Streets and General Utility Easements – The Owners/Developers do hereby dedicate for public use additional right-of-way along Kenosha Street as depicted on the accompanying plat, and do further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", 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 transformer, 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 easement for the uses and purposes aforesaid, provided however, the Owners/Developers hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public streets and utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owners/Developers herein impose a restrictive covenant, which covenant shall be binding on the Owners/Developers and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping or other similar improvement that do not constitute an obstruction.

2. Paving and Landscaping Within Easement – The owner(s) of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.

3. Limits of No Access – The undersigned Owners/Developers hereby relinquish rights of vehicular ingress or egress from any portion of the property adjacent to Ash Avenue, Kenosha Street, and Main Street within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of 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, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, Oklahoma.

4. Underground service cables and gas service lines to all structures which may be located on the lot 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 structure(s) as may be located upon said lot; provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right of way easement on said lot, covering a five foot strip extending 2.5 on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure.

Owner shall be responsible for the protection of the underground service facilities located on the subdivision and shall prevent the alteration of grade or any construction activity which may interfere with electric, natural gas, telephone, or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but owner shall pay for damage or relocation of such facilities caused or necessitated by acts of owner of his agents or contractors.

PLANNED UNIT DEVELOPMENT NO. 232

The following Development Regulations were approved by City Council on January 6, 2015.

DEVELOPMENT STANDARDS

The Project will be developed in accordance with the Broken Arrow Zoning Ordinance and the Use Regulations of the CN – Commercial Neighborhood District, except as described herein.

Land Area:

Gross: 1.36 acres 59,498 SF

Net Land Area: 1.3 acres 56,648 SF

Permitted Uses:

Uses permitted by right and Specific Use Permit within the CN – Commercial Neighborhood Zoning District.

Maximum Building Height:

30 FT*

*Architectural features, such as parapets, will be permitted to exceed the maximum height at Detail Site Plan approval.

Off-Street Parking and Loading:

Off-street parking and loading shall comply with the Broken Arrow Zoning Ordinance for each use.

Minimum Lot Frontage:

120 FT

Minimum Building Setbacks*:

From West Kenosha Avenue right-of-way – 50 FT
From North Main Street right-of-way – 50 FT
From North Ash Avenue right-of-way – 50 FT
From South boundary – 30 FT
From internal lot lines – 0 FT**

*No buildings will be allowed within any utility easement.

**Building shall be allowed to cross internal lot lines.

Landscape Area:

A minimum of ten percent (10%) of the total net area of each Lot shall be improved as internal landscape open space in accordance with the provisions of the Landscape Chapter of the Broken Arrow Zoning Ordinance.

Signs:

Ground Signs:

1. Business Signs: Freestanding signs will be limited to two (2), one along West Kenosha Street with a maximum of 150 SF of surface display area, and 15 FT maximum height, and one along North Main Street with a maximum of 70 SF of surface display area and a 10 FT maximum height. All freestanding signs shall have a monument type base. The base of the sign shall be of the same material as the principal building on the lot. No flashing, twinkling, animated, or LED sign shall be allowed.

2. Minimum Separation of Ground Signs: There will be a minimum of 100 feet of separation between ground signs.

Wall Signs:

1. Wall Signs: Wall signs will be permitted not to exceed 2 SF of surface display area per linear foot of building wall to which attached; provided, however, there will not be any wall signs on the south building wall.

Lighting:

All exterior lighting shall be installed in accordance with Section 5.6 of the Broken Arrow Zoning Ordinance. In addition, all exterior lights shall be located outside the utility easement located along North Ash Avenue, West Kenosha Street and North Main Street.

A Detail Site Lighting Plan will be submitted as a part of the Detail Site Plan approval package.

Trash and Mechanical Areas:

All trash, mechanical and equipment areas (excluding utility service transformers, pedestals or other equipment provided by franchise utility providers), including building mounted, shall be screened from public view in such a manner that the areas cannot be seen by persons standing at ground level.

Trash dumpster areas shall be screened by an opaque screen with steel framed doors. The doors shall be covered with an appropriate covering containing a minimum of 95% opacity on the gate frame.

No Outside Storage:

There shall be no outside storage or recycling material, trash or similar materials outside of a screened receptacle. Nor shall trucks or trailer trucks be parked unless they are actively being loaded or unloaded. Truck trailers and shipping containers shall not be used for storage.

LANDSCAPING AND SCREENING CONCEPT DETAILS

The Project Landscaping and Screening Concept will comply with the requirements of Section 5.2 of the Broken Arrow Zoning Ordinance for landscaped edges, parking lots and drives. In addition to the perimeter, drive and parking landscaping, the landscaping around the building will exceed the landscaping within the vicinity of the site.

The Project will have an eight (8) foot opaque vinyl screening fence along its south boundary.

Landscape features within the Project will be maintained in accordance with the requirements of Section 5.2 of the Broken Arrow Zoning Ordinance.

ACCESS AND CIRCULATION

Access to the Project will be from West Kenosha Street, North Main Street, and East Ash Avenue. The Project will have only one (1) driveway to and from each such street. The access point from West Kenosha Street will be located approximately 240 FT from a signalized intersection. The Conceptual Circulation for the Project is shown in the PUD as Exhibit "A".

CASE NO. PT14-110
(121 W. KENOSHA STREET)



Mark Deal & Associates, P.C.
P.O. Box 6578
Norman, OK 73116
405-681-3325 voice & fax
shaun@rpls.net
Certificate of Authorization No. 3045
Expires June 30, 2015

