



**City of Broken Arrow**  
**Meeting Agenda**  
**Planning Commission**

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

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Thursday, April 10, 2025

5:30 PM

City of Broken Arrow  
Council Chambers  
220 South 1st Street  
Broken Arrow, OK  
74012

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1. Call To Order

2. Roll Call

3. Old Business

4. Consideration of Consent Agenda

- A. [25-479](#) Approval of Planning Commission meeting minutes of March 27, 2025

**Attachments:** [03-27-2025 Meeting Minutes](#)

- B. [25-311](#) Approval of PT-002021-2025|PR-000332-2023, Conditional Final Plat, Peak at Broken Arrow Addition, approximately 14.16 acres, 6 Lots, CH (Commercial Heavy), located approximately one-third mile south of Florence Street (111th Street), and west of Aspen Avenue (145th East Avenue)

**Attachments:** [2-Conditional Final Plat and Covenants](#)  
[3-Checklist](#)

- C. [25-489](#) Approval of PT-001923-2024 | PR-000171-2023, Conditional Final Plat, Timber Ridge Business Park Amended, 14.03 acres, IL/PUD-000723-2023, one-half mile west of Evans Road (225th East Avenue), south of Kenosha Street (71st Street)

**Attachments:** [2- Checklist](#)  
[3-Conditional Final Plat and Covenants](#)  
[4-Preliminary Plat PT-000837-2023](#)

- D. [25-490](#) Approval of PR-000741-2025|PT-002068-2025, Conditional Final Plat, Brook Chase Phase III, 28.67 acres, 113 Lots, RS-4 (Single Family Residential), located one-quarter mile north of Washington Street (91st Street), one-eighth mile west of 23rd Street (193rd E. Avenue/County Line Road)

**Attachments:** [2- Checklist](#)  
[3- Conditional Final Plat and Covenants](#)

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

**6. Public Hearings**

**7. Appeals**

**8. General Commission Business**

- A. [25-393](#) Consideration, discussion and possible approval of a variance to section 5.1 of the Land Subdivision Code for Timber Ridge Business Park, approximately 3.08 acres, IL (Industrial Light)/PUD-259, located one half mile west of Evans Road (225th East Avenue) and south of Kenosha Street (71st Street)

**Attachments:** [2- Land Subdivision Code Section 5.1](#)  
[3- Exhibit](#)  
[4- Timber Ridge Business Park Plat](#)

**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**



# City of Broken Arrow

## Request for Action

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**File #: 25-479, Version: 1**

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**Broken Arrow Planning Commission  
04-10-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

**Background:** Approval of Planning Commission meeting minutes of March 27, 2025  
Minutes recorded for the Broken Arrow Planning Commission meeting.

**Attachments:** 03 27 2025 Planning Commission Minutes

**Recommendation:** Approve minutes of Planning Commission meeting held March 27, 2025.

**Reviewed By:** Amanda Yamaguchi

**Approved By:** Rocky Henkel



# City of Broken Arrow

City of Broken Arrow  
220 South 1<sup>st</sup> Street  
Broken Arrow, OK  
74012

## Minutes

### Planning Commission

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

**Thursday, March 27, 2025**

**5:30 p.m.**

**Council Chambers**

#### 1. Call to Order

Chairman Robert Goranson called the meeting to order at approximately 5:31 p.m.

#### 2. Roll Call

**Present:** 4 - Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson  
**Absent:** 1 - Jaylee Klempa

#### 3. Old Business - None

#### 4. Consideration of Consent Agenda

- A. 25-407 Approval of Planning Commission meeting minutes of March 13, 2025
- B. 25-402 Approval of PT-002053-2025|PR-000089-2022, Preliminary Plat, The Enclave at Southern Hills, approximately 20.13 acres, 3 Lots, located south of New Orleans Street (101st Street) and east of Olive Avenue (129 Avenue)
- C. 25-397 Approval of PT-002050-2025|PR-000784-2024, Conditional Final Plat for Hackberry Market, 30.54 acres, 6 lots, CN (Commercial Neighborhood), CG (Commercial General), RD (Residential Duplex), and R-2 (Single Family Residential) to CH (Commercial Heavy) and PUD-001818-2024 via BAZ-001817-2024, northeast corner of Tucson Street (121st Street) and Aspen Avenue (145th E. Avenue)
- D. 25-395 Approval of LOT-001770-2024 (Lot Split), Villas at Battle Creek, Lot Split, 11.45 acres, 1 lot to 2 lots, CG (Commercial General)/PUD (Planned Unit Development) 94, one-quarter mile south of Omaha Street (51st Street), east of Aspen Avenue (145th E. Avenue)
- E. 25-403 Approval of LOT-002054-2025 (Lot Change), 2 Lots, Parcel A Lot 1, Block 1 Outlet Mall & Parcel B unplatted, 1 Proposed Lot, approximately 28.36 acres, located on east Aspen Avenue (145th Avenue), and one-quarter mile south of Omaha Street (51st Street)
- F. 25-398 Approval of LOT-002055-2025 (Lot Consolidation), Villas at Battle Creek, 1 Proposed Lot, 12.93 acres, located south and east of the southeast corner of Omaha Street (51st Street) and Aspen Avenue (145th E. Avenue)

MOTION: A motion was made by Jason Coan, seconded by Jonathan Townsend  
**Move to approve Consent Agenda minus Item E. 25-403**

The motion carried by the following vote:

**Aye:** 4 - Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

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

- E. 25-403 Approval of LOT-002054-2025 (Lot Change), 2 Lots, Parcel A Lot 1, Block 1 Outlet Mall & Parcel B unplatted, 1 Proposed Lot, approximately 28.36 acres, located on east Aspen Avenue (145th Avenue), and one-quarter mile south of Omaha Street (51st Street)

Joel Hensley, Senior Planner, presented Item 25-403, Lot 2054-2025 involves consolidating two parcels—Parcel A, Lot 1, Block 1 of Outlet Mall, and Parcel B, Unplotted—into one lot of approximately 28.36 acres located east of Aspen Avenue and a quarter mile south of Omaha Street. The zoning is CG with no minimum lot area and a 200-foot frontage requirement, which the proposed lot meets. The property is outside the 100-year floodplain, according to FEMA maps, and city water and sewer services are available. No objections were raised by Public Service Company of Oklahoma, Windstream, or Cox Communications during the Technical Advisory Committee meeting on March 18, 2025. Staff recommends approval of the lot consolidation, contingent on submitting a new warranty deed for stamping before recording in Tulsa County.

The property, owned by Battle Creek Church, was initially intended for an Outlet Mall, as reflected by the plat name. Unless replatted, it will retain the Outlet Mall name despite its current use as a church. The plat was filed in 1984, which reflects its initial commercial purpose before being repurposed by the church.

MOTION: A motion was made by Mindy Payne, seconded by Jason Coan  
**Move to approve Item 25-403 LOT-002054-2025 (Lot Change), 2 Lots, Parcel A Lot 1, Block 1 Outlet Mall & Parcel B unplatted, 1 Proposed Lot, approximately 28.36 acres, located on east Aspen Avenue (145th Avenue), and one-quarter mile south of Omaha Steet (51st Street)**

The motion carried by the following vote:

Aye: 4 -

Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

## 6. Public Hearings

- A. 25-394 **Public hearing, consideration, and possible action regarding PUD-002031-2025, minor amendment to PUD-94V, Maverik 5396, 2.3 acres, Commercial Heavy (CH) and PUD-94V, located approximately one-half mile north of West Albany Street (East 61st Street) and east of Aspen Avenue (South 145th Avenue).**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-394 PUD 2031-2025 is a minor amendment to PUD 94V, concerning Lot 1, Block 1 of the Kum & Go store No. 3866, located about half a mile west of Albany Street and east of Aspen Avenue. The amendment aims to modify signage requirements set by PUD 94V, approved by City Council on November 11, 2020, which limited sign height to 25 feet. The applicant seeks to revert the PUD language to align with current zoning code, allowing a 50-foot sign due to frontage along the Broken Arrow Expressway.

Further discussion centered on why Maverick, rebranding from Kum & Go, is requesting a modification to PUD 94V to allow a 50-foot sign instead of the previously approved 25-foot limit. The original restriction, approved by City Council on November 11, 2020, was based on Come and Go's marketing preference. Maverick wants a taller sign for better visibility from the Broken Arrow Expressway rather than arterial streets. The request aligns with current zoning code standards, allowing 50-foot signs along highways. The nearby apartments are approximately 300-400 feet away, so lighting is unlikely to be an issue. There was no public opposition or applicant present during the discussion.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne  
**Move to Approve Item 25-394 PUD-002031-2025, minor amendment to PUD-94V, Maverik 5396, 2.3 acres, Commercial Heavy (CH) and PUD-94V, located approximately one-half mile north of West Albany Street (East 61st Street) and east of Aspen Avenue (South 145th Avenue).**

The motion carried by the following vote:

Aye: 4 -

Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

## 7. Appeals - NONE

## 8. General Commission Business

- A. 25-416 **Consideration, discussion, and possible approval of building elevations for SITE-001722-2024, National Grocer, 2.6 acres, CH (Commercial Heavy)/SP (Specific Use Permit) 233, located one-quarter mile north of Kenosha Street, one-third mile east of 9th Street (177th E. Avenue/Lynn Lane Road.24-1288Consideration, Discussion, and Possible Approval of 2025 Planning Commission Meeting Schedule**

Mackenzie Hackett, Staff Planner, presented Item 25-416 Site-001722-2024, which involves a proposed National Grocer on 2.6 acres, zoned commercial heavy with Specific Use Permit 233, located north of Kenosha Street and east of 9th Street. The site plan was approved on November 12th, 2024, after being submitted on August 23rd, 2024. On March 21st, 2025, the applicant requested a facade variance to use EFIS as the primary building material, with stone and metal accents, contrary to Section 5.8.G.1 of the zoning ordinance that restricts EFIS from being the primary facade material. Staff recommends approval of the updated elevations submitted on March 21st, 2025.

The staff did not suggest any changes to the proposed design. During the site plan review, there were some modifications made through discussions between staff and the applicant, resulting in the current submission. Commissioners generally agreed that the building looks good, with no concerns about the use of corrugated material or other aspects of the design.

MOTION: A motion was made by Mindy Payne, seconded by Jonatan Townsend  
**Move to approve Item 25-416 building elevations for SITE-001722-2024, National**

**Grocer, 2.6 acres, CH (Commercial Heavy)/SP (Specific Use Permit) 233, located one-quarter mile north of Kenosha Street, one-third mile east of 9th Street (177th E. Avenue/Lynn Lane Road.24-1288Consideration, Discussion, and Possible Approval of 2025 Planning Commission Meeting Schedule**

The motion carried by the following vote:

**Aye: 4 -**

Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

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

Joel Hensley, Senior Planner, announced that this was his last planning commission meeting, as he is moving back to Missouri to be closer to his family and old friends. He mentioned his mother was present at the meeting and shared that he will be relocating to St. Louis, specifically Clayton, Missouri.

**10. Adjournment**

The meeting adjourned at 5:44 p.m.

MOTION: A motion was made by Robert Goranson, seconded by Mindy Payne

**Move to adjourn**

**The motion carried by the following vote:**

**Aye: 4 -**

Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson



# City of Broken Arrow

## Request for Action

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**File #: 25-311, Version: 1**

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**Broken Arrow Planning Commission  
04-10-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of PT-002021-2025|PR-000332-2023, Conditional Final Plat, Peak at Broken Arrow Addition, approximately 14.16 acres, 6 Lots, CH (Commercial Heavy), located approximately one-third mile south of Florence Street (111th Street), and west of Aspen Avenue (145th East Avenue)

**Background:**

**Applicant:** Kyle Lao, Langan Engineering & Michael Doggett, Animas Civil Engineering LLC  
**Owner:** Ben Paige, Peak Development  
**Developer:** N/A  
**Engineer:** Michael Doggett, Animas Civil Engineering LLC  
**Location:** Approximately one-third mile south of Florence Street (111th Street), and west of Aspen Avenue (145th East Avenue)  
**Size of Tract:** 14.16 acres  
**Number of Lots:** 6  
**Zoning:** CH (Commercial Heavy)  
**Comp Plan:** Level 6 - Regional Employment/Commercial

PT-002021-2025, the conditional final plat for Peak at Broken Arrow Addition which proposes to have 6 lots on 14.16 acres. This property, which is located approximately one-third south of Florence Street and west of Aspen Avenue, is zoned CH and is currently in the process of being developed.

Commercial lots are proposed to encompass the majority of the proposed plat, and these lots will meet the minimum standards of the CH zoning district. Additionally, a reserve area is proposed where the flood plain and blue line stream is located. Primary access to this development will be provided on Aspen Avenue with additional connection planned to the west.

According to FEMA maps, the western section of the property is located in the 100-year floodplain and a blue line stream is also present. Water and sanitary sewer are available from the City of Broken Arrow. This preliminary plat was reviewed by the Technical Advisory Committee on January 14, 2025.

**Attachments:** Conditional Final Plat and Checklist



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**File #: 25-311, Version: 1**

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**Recommendation:**

Staff recommends PT-002021-2025|PR-000332-2023, Conditional Final Plat for Peak Broken Arrow Addition, be approved subject to the attached comments.

**Reviewed by: Amanda Yamaguchi**

**Approved by: Rocky Henkel**

# Peak Broken Arrow Addition

A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

Owner/Developer:  
Ben Paige - Partner  
Peak Development Partners  
14841 Dallas Parkway, Suite 735  
Dallas, TX 75254  
Phone (314) 775-4110  
Email: bpaige@peak-dp.com

Engineer:  
Animas Civil Engineering  
Oklahoma CA# 9445, Exp. 06/30/2026  
1610 Mapleleaf Dr.  
Wylie, TX 75098  
Phone (214) 803-1099  
Email: michael@animascivil.com

Surveyor:  
Bearing Tree Land Surveying  
Oklahoma CA# 4568, Expires 06/30/26  
7100 N. Broadway Extension  
Oklahoma City, Oklahoma 73116  
Phone (405) 605-1081

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	321.31	229.50	80.22	N38° 38' 53"E	295.70
C2	219.11	156.50	80.22	N38° 38' 53"E	201.64
C3	263.77	310.00	48.75	S64° 12' 19"W	255.88
C4	280.97	390.00	41.28	S19° 10' 43"W	274.93
C5	223.25	310.00	41.26	S19° 10' 16"W	218.46

No.	Set	Northing	Easting	Elevation
500	1/2" Iron Pin w/ Alum cap	369622.6750	2614128.1520	675.9700
501	1/2" Iron Pin w/ Alum cap	369431.0370	2614658.4300	684.1900
502	1/2" Iron Pin w/ "GREENHEAD" cap	368895.9630	2613798.7320	669.8800

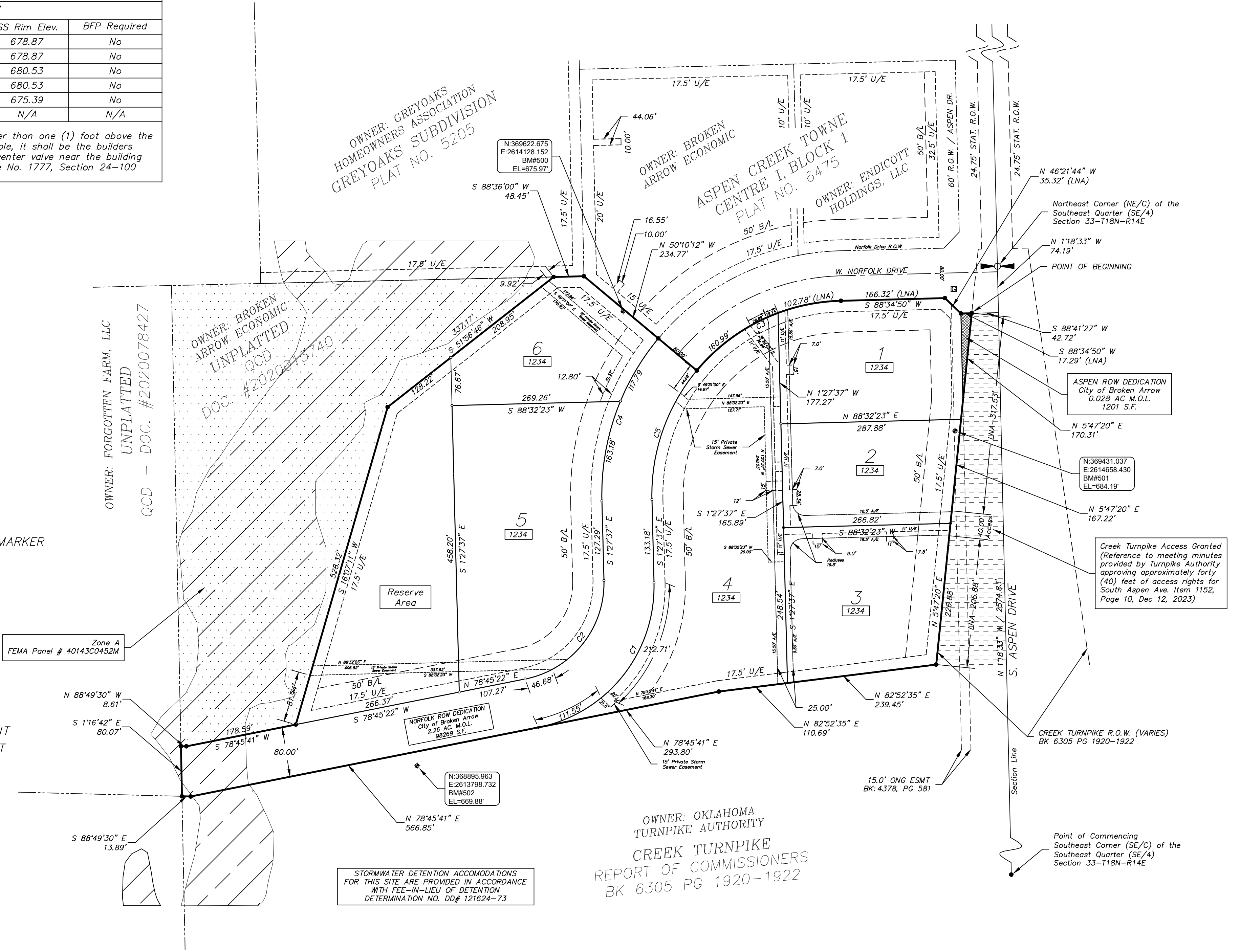
DATUM: NAVD 88

Block 1			
Lot No.	Approx. FF	SS Rim Elev.	BFP Required
1	682.00	678.87	No
2	681.00	678.87	No
3	684.00	680.53	No
4	681.00	680.53	No
5	677.00	675.39	No
6	N/A	N/A	N/A

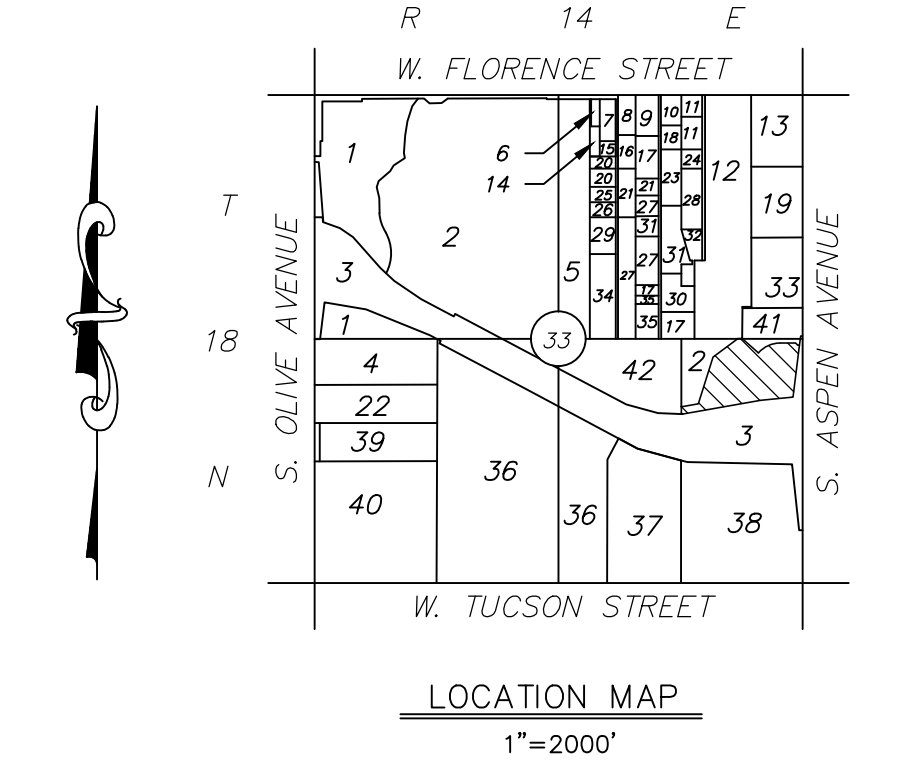
If the actual finish floor elevation is lower than one (1) foot above the rim elevation of the upstream manhole, it shall be the builders responsibility to install a backflow preventer valve near the building according to Broken Arrow ordinance No. 1777, Section 24-100

Blk	Lot	Area	Acres
1	1	55736	1.28
1	2	46010	1.06
1	3	59631	1.37
1	4	117214	2.69
1	5	101433	2.33
1	6	47052	1.08
R.O.W. Dedicated to Public		99471	2.28
Subdivision Gross		526546	12.09
Subdivision Net		427076	9.80

- LEGEND:**
- - 1/2" IRON PIN
  - - CALCULATED POINT
  - ⊠ - NATURAL GAS PIPELINE MARKER
  - ⊙ - SEWER MANHOLE
  - ⊕ - WATER RUNOFF INLET
  - ⊖ - WATER METER
  - ⊗ - FIRE HYDRANT
  - ⊘ - WATER VALVE
  - U/E - UTILITY EASEMENT
  - A/E - ACCESS EASEMENT
  - STAT. - STATUTORY
  - B/L - BUILD LINE
  - [1234] - ADDRESS PLACE HOLDER
  - LNA - LIMITS OF NO ACCESS
  - - - - - A/E - ACCESS EASEMENT
  - - - - - U/E - UTILITY EASEMENT
  - ▨ - RESERVE AREA
  - ▭ - ULTIMATE R.O.W. AREA



No.	Owner	No.	Owner
1	BEVERLY COMPANIES INC	12	OKLAHOMA SUBDIVISION
2	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	13	COOP MEDICAL GROUP
3	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	14	EMMETT WOOD
4	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	15	EMMETT WOOD
5	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	16	EMMETT WOOD
6	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	17	EMMETT WOOD
7	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	18	EMMETT WOOD
8	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	19	EMMETT WOOD
9	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	20	EMMETT WOOD
10	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	21	EMMETT WOOD
11	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	22	EMMETT WOOD
12	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	23	EMMETT WOOD
13	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	24	EMMETT WOOD
14	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	25	EMMETT WOOD
15	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	26	EMMETT WOOD
16	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	27	EMMETT WOOD
17	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	28	EMMETT WOOD
18	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	29	EMMETT WOOD
19	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	30	EMMETT WOOD
20	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	31	EMMETT WOOD
21	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	32	EMMETT WOOD
22	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	33	EMMETT WOOD
23	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	34	EMMETT WOOD
24	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	35	EMMETT WOOD
25	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	36	EMMETT WOOD
26	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	37	EMMETT WOOD
27	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	38	EMMETT WOOD
28	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	39	EMMETT WOOD
29	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	40	EMMETT WOOD
30	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	41	EMMETT WOOD
31	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	42	EMMETT WOOD



**LEGAL DESCRIPTION:**

A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Thirty-three (33), 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, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty-three (33);  
 Thence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of 2574.83 feet;  
 Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning;  
 Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by "Aspen Creek Towne Centre I", Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W a distance of 17.29 feet;  
 Thence continuing along said Southerly Right-of-Way, N 46°21'44" W a distance of 35.32 feet;  
 Thence continuing along said Southerly Right-of-Way, S 88°34'50" W a distance of 166.32 feet;  
 Thence continuing along said Southerly Right-of-Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02", a chord bearing of S 64°12'19" W, and a chord length of 255.88 feet;  
 Thence along the Southwesterly boundary of said "Aspen Creek Towne Centre I", N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty-three (33);  
 Thence along the North line of the Northeast Quarter (NE/4) of said Section Thirty-three (33), S 88°36'00" W a distance of 48.45 feet;  
 Thence S 51°56'46" W a distance of 337.17 feet;  
 Thence S 16°07'11" W a distance of 528.32 feet;  
 Thence S 78°45'41" W a distance of 178.59 feet;  
 Thence N 88°49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33);  
 Thence along said West line, S 01°16'42" E a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority;  
 Thence continuing along said Right-of-Way, S 88°49'30" E a distance of 13.89 feet;  
 Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet;  
 Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet;  
 Thence continuing along said Right-of-Way, N 05°47'20" E a distance of 564.41 feet to the POINT OF BEGINNING.

(Containing 616,675 square feet, or 14.16 Acres, more or less).

**SUBDIVISION STATISTICS:**  
 Subdivision contains six (6) lots in one (1) block.  
 Subdivision contains 14.16 total acres (616,675 sq ft.)

**MONUMENTATION:**  
 1/2" Iron Pins to be set at all lot corners unless otherwise noted.

**BASIS OF BEARING:**  
 The Oklahoma North - State Plane Coordinate, Zone NAD 83 (2011) was used as the Basis of Bearing for this survey.

Vertical Datum: NAVD 88

**FLOOD HAZARD INFO:**  
 Firm panel # 4014300452M  
 Effective date: 9/12/2024  
 Subject property is located in ZONE X (Unshaded)

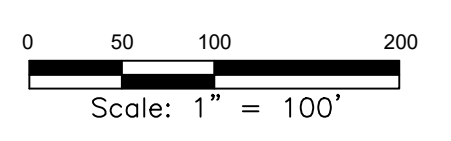
**ZONING:**  
 Subject property is zoned: CH (Commercial Heavy)

**ADDRESS DISCLAIMER:**  
 Addresses shown on this plat are accurate as of time the plat was filed. Addresses are subject to change and should never be relied on in place of the legal description.

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

Mayor: \_\_\_\_\_

Name of City Clerk: \_\_\_\_\_



# Peak Broken Arrow Addition

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT Peak Broken Arrow Addition AND Peak Development Partners, HERINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER", ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

### Legal Description:

A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Thirty-Three (33), 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, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty-three (33); Thence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of 2574.83 feet; Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning; Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by "Aspen Creek Towne Centre I", Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W a distance of 17.29 feet; Thence continuing along said Southerly Right-of-Way, N 46°21'44" W a distance of 35.32 feet; Thence continuing along said Southerly Right-of-Way, S 88°34'50" W a distance of 186.32 feet; Thence continuing along said Southerly Right-of-Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02", a chord bearing of S 64°12'19" W, and a chord length of 255.88 feet; Thence along the Southwesterly boundary of said "Aspen Creek Towne Centre I", N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty-three (33); Thence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33), S 88°36'00" W a distance of 48.45 feet; Thence S 51°56'46" W a distance of 337.17 feet; Thence S 16°07'11" W a distance of 528.32 feet; Thence S 78°45'41" W a distance of 178.59 feet; Thence N 88°49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33); Thence along said West line, S 01°16'42" E a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority; Thence continuing along said Right-of-Way, S 88°49'30" E a distance of 13.89 feet; Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet; Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet; Thence continuing along said Right-of-Way, N 05°47'20" E a distance of 564.41 feet to the POINT OF BEGINNING.

(Containing 616,675 square feet, or 14.16 Acres, more or less).

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 "PEAK BROKEN ARROW ADDITION", 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:

- 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.
- 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 the installation of such 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.
- 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 shall be responsible for the protection of the 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 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.

## 4. OWNER RESPONSIBILITY WITHIN EASEMENTS

The owner of the PEAK BROKEN ARROW ADDITION 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 II 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.

## 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-plot 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 iteration 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 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. 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 Peak Development Partners.

2. Peak Development Partners, 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 Peak Development Partners 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.

In witness whereof \_\_\_\_\_ has executed this

instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Peak Development Partners

By: \_\_\_\_\_ Partner

STATE OF OKLAHOMA )  
  )SS  
COUNTY OF TULSA   )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2025,

by \_\_\_\_\_ for Broken Arrow Development Authority

Notary Public

My Commission expires:

## CERTIFICATE OF SURVEY

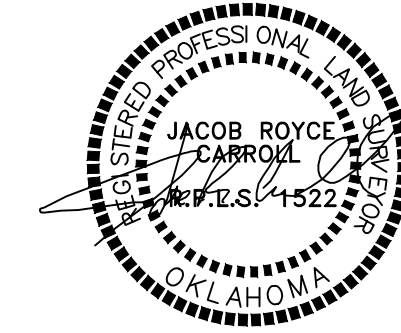
I, (Jacob R. Carroll), A REGISTERED LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "Peak Broken Arrow Addition", A SUBDIVISION IN THE 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 28th DAY OF MARCH, 2025.

Jacob R. Carroll

LICENSED LAND SURVEYOR

OKLAHOMA NO. CA# 4568, Expires 06/30/26

STATE OF OKLAHOMA )  
  )SS  
COUNTY OF OKLAHOMA )



BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED (Name),

TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED 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.

NOTARY PUBLIC

MY COMMISSION EXPIRES: (SEAL)

# Peak Broken Arrow Addition

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C3	160.94	310.00	29.75	S54° 40' 31"W	159.14
C1	321.31	229.50	80.22	N38° 38' 53"E	295.70
C4	280.97	390.00	41.28	S19° 10' 43"W	274.93
C2	219.11	156.50	80.22	N38° 38' 53"E	201.64

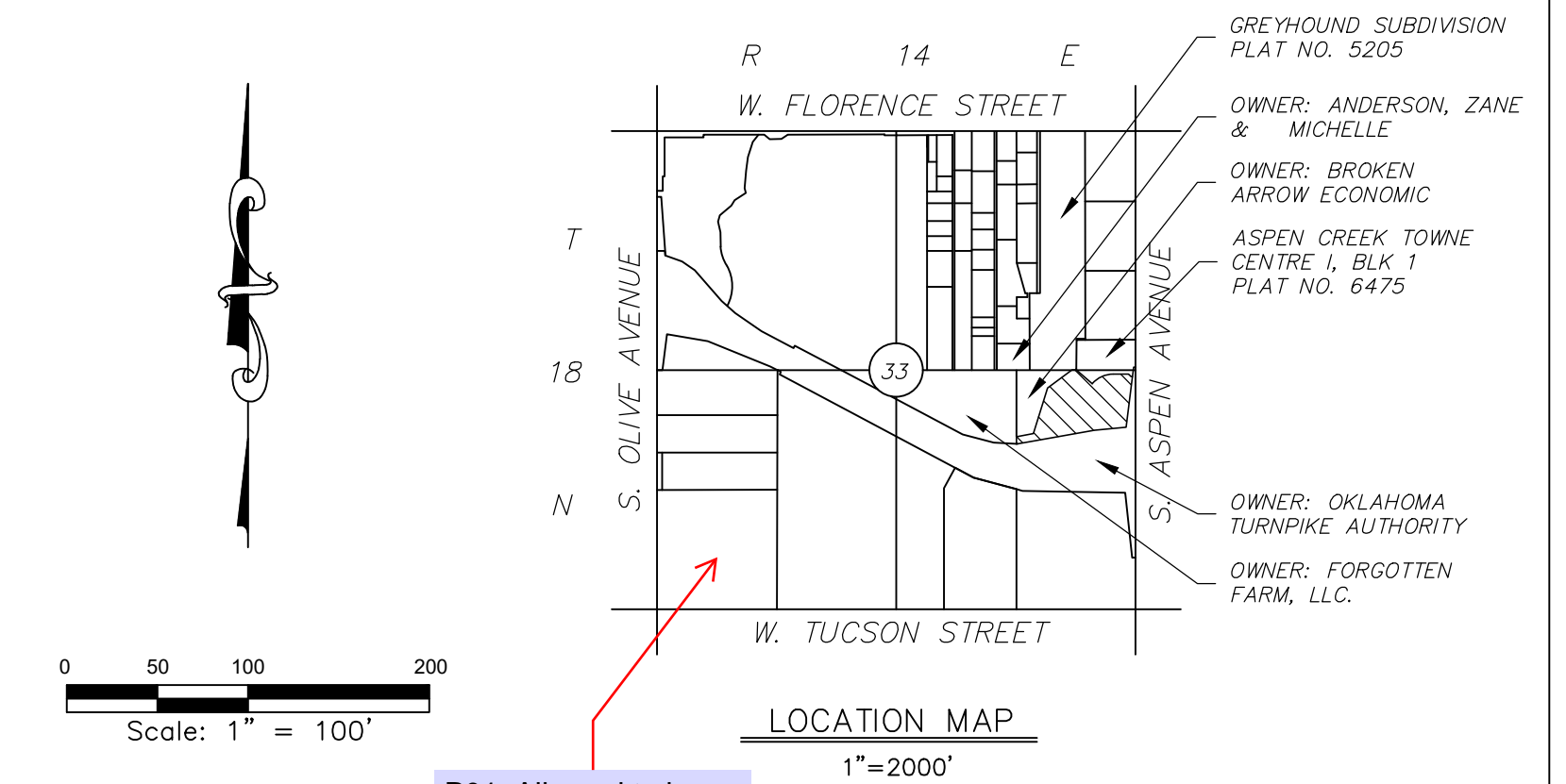
**E06**  
Revise C3 to reflect the data for the boundary line. Another C# will need to be added to continue the curve past the boundary line for the proposed R/W. The lengths of 160.94+102.75 do not equal the curve length in the legal of 234.77

No.	Set	Northing	Easting	Elevation
500	1/2" Iron Pin w/ Alum cap	369622.6750	2614128.1520	675.9700
501	1/2" Iron Pin w/ Alum cap	369431.0370	2614658.4300	684.1900
502	1/2" Iron Pin w/ "GREENHEAD" cap	368895.9630	2613798.7320	669.8800

Owner/Developer:  
Ben Paige - Partner  
Peak Development Partners  
14841 Dallas Parkway, Suite 735  
Dallas, TX 75254  
Phone (314) 775-4110  
Email: bpaige@peak-dp.com

Engineer:  
Animas Civil Engineering  
Oklahoma CA# 9445, Exp. 06/30/2026  
1610 Mapleleaf Dr.  
Wylie, TX 75098  
Phone (214) 803-1099  
Email: michael@animascivil.com

Surveyor:  
Bearing Tree Land Surveying  
Oklahoma CA# 4568, Expires 06/30/26  
7100 N. Broadway Extension  
Oklahoma City, Oklahoma 73116  
Phone (405) 605-1081



**P01:** All need to be identified consider a numbered list

Block 1			
Lot No.	Approx. FF	SS Rim Elev.	BFP Required
1	682.00	678.87	No
2	681.00	678.87	No
3	684.00	680.53	No
4	681.00	680.53	No
5	677.00	675.39	No
6	N/A	N/A	N/A

If the actual finish floor elevation is lower than one (1) foot above the rim elevation of the upstream manhole, it shall be the builders responsibility to install a backflow preventer valve near the building according to Broken Arrow ordinance No. 1777, Section 24-100

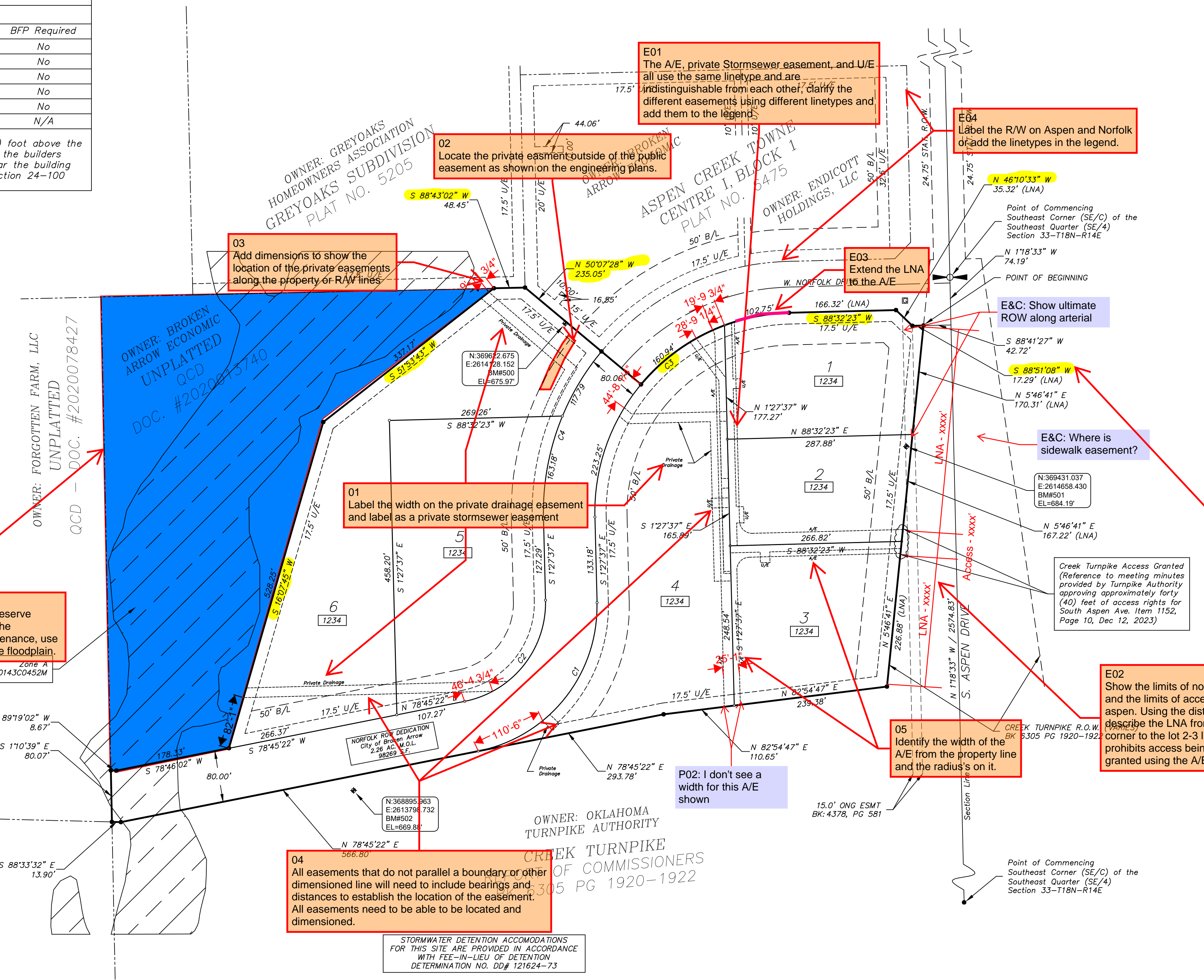
Blk	Lot	Area	Acres
1	1	56937	1.31
1	2	46010	1.06
1	3	59631	1.37
1	4	117214	2.69
1	5	101433	2.33
1	6	137052	3.15
R.O.W. Dedicated to Public		98269	2.26
Subdivision Gross		616675	14.16
Subdivision Net		518406	11.90

## LEGEND:

- - 1/2" IRON PIN
- ◻ - CALCULATED POINT
- ⊠ - NATURAL GAS PIPELINE MARKER
- ⊙ - SEWER MANHOLE
- ⊕ - WATER RUNOFF INLET
- ⊗ - WATER METER
- ⊕ - FIRE HYDRANT
- ⊕ - WATER VALVE
- U/E - UTILITY EASEMENT
- A/E - ACCESS EASEMENT
- STAT. - STATUTORY
- B/L - BUILD LINE
- 1234 - ADDRESS PLACE HOLDER
- LNA - LIMITS OF NO ACCESS

**E09**  
Place the highlighted area in a reserve and provide a section in the covenants that covers the maintenance, use and access to the reserve for the floodplain.

FEMA Panel # 40143C0452M



**03**  
Add dimensions to show the location of the private easements along the property or R/W lines

**02**  
Locate the private easement outside of the public easement as shown on the engineering plans.

**E01**  
The A/E, private stormwater easement, and U/E all use the same linetype and are indistinguishable from each other, clarify the different easements using different linetypes and add them to the legend.

**E04**  
Label the R/W on Aspen and Norfolk add the linetypes in the legend.

**E03**  
Extend the LNA to the A/E

**01**  
Label the width on the private drainage easement and label as a private stormwater easement

**E&C:** Show ultimate ROW along arterial

**E&C:** Where is sidewalk easement?

**E05**  
Only the highlighted bearings on the plan view were reviewed against the Legal Description and were identified that they did not match the items in the legal description. Revise the legal or the plat text to match each other.

**E06**  
Not all discrepancies in the legal were highlighted.

**E02**  
Show the limits of no access and the limits of access along aspen. Using the distance to the LNA from the corner to the lot 2-3 line prohibits access being granted using the A/E

**P02:** I don't see a width for this A/E shown

**04**  
All easements that do not parallel a boundary or other dimensioned line will need to include bearings and distances to establish the location of the easement. All easements need to be able to be located and dimensioned.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION NO. DD# 121624-73

## LEGAL DESCRIPTION:

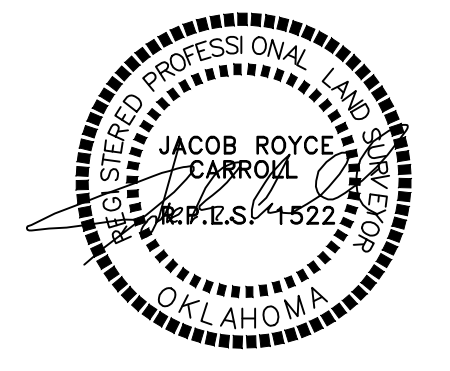
A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Thirty-three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty-three (33);  
Thence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of 2574.83 feet;  
Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning;  
Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by "Aspen Creek Towne Centre I", Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W a distance of 17.29 feet;  
Thence continuing along said Southerly Right-of-Way, N 46°21'44" W a distance of 35.32 feet;  
Thence continuing along said Southerly Right-of-Way, S 88°34'50" W a distance of 166.32 feet;  
Thence continuing along said Southerly Right-of-Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02", a chord bearing of S 64°12'19" W, and a chord length of 255.89 feet;  
Thence along the Southwesterly boundary of said "Aspen Creek Towne Centre I", N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty-three (33);  
Thence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33), S 88°16'00" W a distance of 48.45 feet;  
Thence S 51°56'46" W a distance of 337.17 feet;  
Thence S 16°07'11" W a distance of 528.32 feet;  
Thence S 78°45'41" W a distance of 178.59 feet;  
Thence N 88°49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33);  
Thence along said West line, S 01°16'42" W a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority;  
Thence continuing along said Right-of-Way, S 88°49'30" E a distance of 13.89 feet;  
Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet;  
Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet;  
Thence continuing along said Right-of-Way, N 05°47'20" E a distance of 564.41 feet to the POINT OF BEGINNING.

(Containing 616,675 square feet, or 14.16 Acres, more or less).

Subdivision contains six (6) lots in one (1) block.  
Subdivision contains 14.16 total acres (616,675 sq ft.)  
MONUMENTATION:  
1/2" Iron Pins to be set at all lot corners unless otherwise noted.  
BASIS OF BEARING:  
The Oklahoma North - State Plane Coordinate, Zone NAD 83 (2011) was used as the Basis of Bearing for this survey  
Vertical Datum: NAVD 88  
FLOOD HAZARD INFO:  
Firm panel # 40143C0452M  
Effective date: 9/12/2024  
Subject property is located in ZONE X (Unshaded)

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



# Peak Broken Arrow Addition

E08  
Add a section for the dedication of the RW to the city  
Add a section for the sanitary and water utilities and the  
city utility easements. For the maintenance of the utilities,  
any damage caused by a lot owner shall be the lot owners  
responsibility, no construction within a utility easement  
may be done without the cities approval...  
Add a section prohibiting the obstruction of overland  
storm flows across property line.

This section need to  
be reviewed and  
revised

P03: I don't think this  
is correct.

P04: Update all  
exhibit and parcel  
language

## DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

Recording Requested by and  
After Recording Return to:  
Peak Broken Arrow, LLC  
Attn: Ben Paige  
14841 Dallas Pkwy, Suite 735  
Dallas, TX 75254

This Declaration of Easements, Covenants, and Restrictions (the "Declaration") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), PEAK BROKEN ARROW, LLC, a Texas limited liability company ("Declarant").

### WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of that certain real property located in Dallas County, Texas, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Declarant intends to develop the Property to consist of multiple lots, one of which is referred to as "Parcel A" on Exhibit A ("Parcel A") one of which is referred to as "Parcel B" on Exhibit A ("Parcel B"), one of which is referred to as "Parcel C" on Exhibit A ("Parcel C"), one of which is referred to as "Parcel D" on Exhibit A ("Parcel D"), one of which is referred to as "Parcel E" on Exhibit A ("Parcel E") (each a "Parcel" and collectively, the "Parcels");

WHEREAS, Declarant desires to provide for reciprocal, perpetual, non-exclusive easements and rights-of-way for the free and uninterrupted use of access for pedestrian and vehicular ingress and egress over, upon, and across that certain driveway located on the Parcels shown as the hatched area labeled "Shared Driveway" on Exhibit B attached hereto and incorporated herein by reference (the "Shared Driveway") and the access ways, sidewalks and walkways, exits and entrances and other common areas as such areas now exist on the Property or are hereafter created on the Property, but excluding any drive-thru lane and drive-thru stacking lanes on the Parcels, and motor fuels facility and the canopy area on Parcel A, if and when such motor fuels facility or the canopy area may be constructed (hereinafter collectively referred to as the "Access Easement Area");

NOW, THEREFORE, Declarant hereby declares, for and on behalf of itself and all subsequent holders of fee title of a Parcel (each, an "Owner") and its respective tenants, members, directors, franchisees, officers, employees, contractors, agents, customers and other invitees (collectively, the "Permittees"), that the Parcels are now held and shall from and after the date hereof be acquired, held, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to the following covenants, conditions, and restrictions, as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.

2. Access Easements.

(a) Grants of Reciprocal Access Easements. Declarant hereby establishes a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress, to and from each Parcel, appurtenant to such benefitted Parcel, over, upon and across the Access Easement Area (collectively the "Access Rights"). Such Access Rights shall include vehicular and pedestrian access rights in favor of the benefitted Parcel over, upon and across the driveways and access ways, sidewalks and walkways, and exits and entrances as may now or hereinafter exist on each burdened Parcel. Nothing in this Declaration shall grant any parking rights other than those an Owner has on its respective Parcel.

(b) Right to Relocate Driveways, Access Drives and Curb Cuts and Redevelop a Parcel. No Owner shall have the right to redesign or relocate the Shared Driveway or the driveways, access drives and curb cuts located on its respective Parcel following the initial construction and placement thereof (collectively, the "Drives"), without obtaining the prior written consent or approval of the Owner(s) of the remaining Parcels, not to be unreasonably withheld, conditioned, or delayed. Additionally, in no event shall any curb cut between the Parcels be closed by an Owner, including, without limitation, any curb cuts and drives from the Parcels to and from any public right-of-way, without a replacement curb cut being created, and in all events the Access Easement Area shall include access to and over any new or relocated driveways, access drives, and/or curb cuts.

(c) No Obstruction of Access Easement Area. There shall not be any obstructions (except for ordinary maintenance and repair), fences, curbs or landscaping that would in any way impede vehicular or pedestrian traffic between the Parcels over the Drives or the Access Easement Area, it being the intent of the Parties to provide for the free flow of pedestrian and vehicular traffic through the Access Easement Area. Provided, however, that nothing in this paragraph shall prohibit or limit in any way the placement of improvements and/or the redevelopment now or in the future on the Parcels so long as such development does not change the location of or interfere with the Drives and curb cuts and the use of the Drives or Access Easement Area, and provided further that neither a line of cars originating from a drive-thru stacking lane on a Parcel or parked cars within parking areas on a Parcel shall be deemed a violation of this Section 2(c) so long as such activities do not obstruct access over the Drives.

(d) Condemnation. In the event of a condemnation or transfer in lieu of condemnation affecting all or part of the Drives or the Access Easement Area, the Owner of the affected Parcel shall, with all due diligence, repair and restore or cause to be repaired and restored the Drives or the Access Easement Area near thereto as is possible under the circumstances) as soon as reasonably practicable following the date of the condemnation.

(e) Damage or Destruction. In the event of damage or destruction affecting the Drives or the Access Easement Area, the Owner of the affected Parcel shall, with all due diligence, repair and restore or cause to be repaired and restored the portions of the Drives or the Access Easement Area near thereto as is possible under the circumstances) as soon as reasonably practicable following the date of the casualty.

3. Drainage and Detention. Declarant hereby establishes perpetual, non-exclusive easements for and through the Common Area of each Parcel, and to utilize the stormwater quality pond and related facilities (collectively, the "Stormwater Facilities") located within that certain parcel more particularly described on Exhibit C, attached hereto and incorporated herein by reference (the "Detention Area"). [Declarant to determine whether shared detention facilities will be required and constructed on the Property]

4. Easements Running with the Land. The easements, rights and obligations granted herein shall be deemed to run with the Parcels and shall burden and benefit each Owner of the Parcels, or a portion thereof, and their successors and assigns, and each of their respective Permittees and licensees. The Access Rights are for the use and benefit of each of the Parcels. Notwithstanding the foregoing, each owner of a Parcel, or portion thereof shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Declaration that occur during the period of time during which such party holds fee simple title to a tract or portion thereof. Upon conveyance of a Parcel or a portion thereof, the party making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such tract, or portion thereof conveyed, and the successor owner shall become obligated hereunder for all matters arising from and after the date of conveyance.

5. Development and Maintenance of Parcel.

(a) Any construction activities on a Parcel must be performed in such a manner so as to not adversely interfere with: (i) an Owner or Permittee's parking rights on its respective Parcel; (ii) access to and from a Parcel; or (iii) the normal business operations of an Owner or Permittee at such Owner or Permittee's respective Parcel.

(b) Any damage to another Parcel or any improvements thereon caused by an Owner or Permittee in the performance of construction activities on its respective Parcel shall be promptly repaired by the Owner or Permittee causing such damage.

(c) Except as otherwise provided in this Declaration, each Owner shall be responsible, at its sole cost and expense, for maintaining and repairing its respective Parcel, in good order, condition and repair. Additionally, each Owner shall be responsible for: (a) its own garbage and/or recycling accommodations to keep its Parcel in a clean, safe, and orderly condition; (b) maintaining the Common Area (as defined herein below), any multi-tenant signage, and parking spaces located on its respective Parcel in a manner consistent with a commercial retail regional development; (c) keeping the Common Area on its respective Parcel (including driveways, access/egress, walkways and dumpster areas) well lit starting at least one hour prior to sunset and continuing until at least one hour after sunrise. "Common Area" means all of those areas within the exterior boundaries of its respective parcel except for parking spaces, any location where a building or fuel canopy is constructed (as such location may exist from time to time and in accordance with this Declaration) and loading area and docks.

(d) An Owner may erect a construction fence around the construction sites on its respective Parcel in connection with the performance of construction activities thereon; provided, however, that such construction fence must be placed in such a manner so as to not violate Section 2(d) of this Declaration.

(e) Maintenance of Detention Area. The Detention Area and the Detention Facilities shall be maintained by the Owner of the Detention Area in orderly, safe, and sanitary condition, in such a manner as to facilitate the orderly detention of water by means thereof, and in compliance with all applicable laws, statutes, ordinances, codes, rules and regulations of applicable governmental authorities. The Owners agree the Detention Area and Detention Facilities benefit the entire Property therefore each Owner shall pay to the Owner of the Detention Area its proportionate share based on the square footage of its respective Parcel as it bears to the square footage of the Property (excluding the square footage of the Detention Area) for reasonable costs directly related to and arising from the operating, maintaining, repairing, and insuring the Detention Facilities, within thirty (30) days of receipt of an invoice from the Owner of the Detention Area or from any contractor hired by Owner of the Detention Area to perform maintenance on the Detention Area and Detention Facilities. Any Owner who fails to reimburse the Owner of the Detention Area timely, shall be liable for interest thereon at a per annum rate of twelve percent (12%) from the date incurred until the date paid, and the costs of collection (if any), shall be borne by the delinquent Owner. The portion of the Detention Facilities service solely the land owned by a particular Owner (e.g., drainage line that serves no purpose other than the drainage of one particular Parcel), the Owner whose land is serviced by such portion shall bear all maintenance costs related to same.

6. Damage to Access Easement Area or Drainage Easement Area. Each Owner shall refrain from causing any damage to the Drives, the Access Easement Area, and any and all

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.

of the defaulting Owner if the defaulting Owner fails to use diligent efforts to cure such default; provided, however, in the event of a maintenance emergency (including, but not limited to, any event that materially interferes with the use of the Drives), thirty (30) days prior written notice is not required and the non-defaulting Owner shall have the right to immediately perform and complete such maintenance obligation on behalf of the defaulting Owner. In any such event, the defaulting Owner shall promptly, and in all events within thirty (30) days of receiving invoice therefor, reimburse the Owner performing such work, the reasonable cost thereof.

8. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owners, individually or collectively, shall be entitled to all legal and equitable remedies. Without limitation of the foregoing, any Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including full damages (actual and consequential), payment of any amounts due and/or specific performance. This Declaration may also be enforced against any person violating or attempting or threatening to violate any provision of the same which enforcement shall occur by self-help or by legal proceedings for damages, to restrain or enjoin any such violation or to compel specific performance of any obligation hereunder.

9. Use Restrictions.

(a) For so long as Parcel \_\_\_\_\_ is leased or otherwise occupied by McDonald's USA, LLC ("McDonald's"), the Owners of the remaining Parcels covenants and agree not to lease, rent, occupy, or allow to be leased, rented, or occupied, any part of the remaining parcels for a Burger King, Wendy's, Whataburger, Freddy's, Carl's Jr., Five Guys, Culver's, the Habit Burger, Hardees, Checkers, Sonic, In-N-Out Burger and Braum's

(b) For so long as Parcel \_\_\_\_\_ is leased or otherwise occupied by Tinker Federal Credit Union ("TFCU"), the Owners of Parcel \_\_\_\_\_, Parcel \_\_\_\_\_, and Parcel \_\_\_\_\_ omit McDonald's [Parcel] covenants and agree not to lease, rent, occupy, the TFCU Restricted Parcels, or any portion thereof, for a retail banking institution, consumer banking institution, savings and loan association, credit union, stock brokerage company or other financial planning company, and/or operation of exterior and interior ATMs or ITMs or any drive through ATM or ITM facilities, both directly and through subsidiaries and affiliates, including, without limitation, banking, mortgage lending, insurance, and securities services, or any other financial institution (including, without limitation, a drive through facility or ATM or ITM) (collectively, the "Credit Union Exclusive") (the Credit Union Exclusive and the McDonald's Exclusive are collectively referred to herein as the "Restricted Uses").

(c) To the extent the Restricted Uses are found by a court of competent jurisdiction to be unreasonable or unenforceable, then such covenants shall be limited only to the extent that such court determines are reasonable and enforceable, McDonald's or TFCU may, at its election, take appropriate action to enforce the Restricted Uses, which may include, without limitation, the right to institute an action, including an action for damages or injunctive relief, against any Owner or such Owner's tenant which is operating in violation of the Restricted Uses.

10. Taxes and Assessments. Each Owner shall be solely responsible for the payment of all taxes and assessments levied against its respective Parcel.

11. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes whatsoever, it being the intention Declarant that this Declaration shall be strictly limited to and for the purposes expressed herein.

12. No Interference. All easements granted herein shall be used in such a manner so as not to unreasonably interfere with business operations on a respective Parcel; provided, however, that any interference with the Drives is hereby deemed unreasonable and is prohibited, except as otherwise set forth herein.

13. Easements Non-Exclusive. The easements granted herein are not exclusive and each Owner shall have the right to enjoy the portion of the easements herein granted and to grant such other easements, rights or privileges to such persons and or entities and for such purposes as the Owner of each Parcel in its discretion may select, so long as such purposes do not unreasonably interfere with the easements described herein.

14. Entire Agreement. This Declaration constitutes the entire agreement and declaration of Declarant relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the then-Owners of all of the Parcels, and only with the prior written consent of 7-Eleven, so long as it, its successors, assigns or assignees is leasing or otherwise occupying Parcel A.

15. Insurance and Indemnification. Each Owner shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Texas. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, each party shall provide a certificate of such insurance coverage to the other. Each Owner shall indemnify and hold the other Owner(s) harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by an Owner in connection with the exercise by such Owner, use of the easement rights created herein, except to the extent caused by the negligence or willful act of such Owner or its Permittees. Notwithstanding the foregoing, for so long as Parcel A is subject to a lease agreement with a 7-Eleven Entity, 7-Eleven may be a self-insurer with respect to the activities under this Agreement with such self-insurance covering the same casualties and perils which would be insured against in the insurance policy required above, and such self-insurance shall satisfy the obligations of the Owner of Parcel A under this Section 15.

16. Extent of Liability. Notwithstanding any other provision contained in this Declaration to the contrary, each Owner hereby expressly agrees that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Parcel, as such interest is constituted from time to time. Each Owner agrees that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Parcel, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Parcel, as such interest may be constituted from time to time.

17. Ownership.

(a) Warranty of Title. Declarant covenants and warrants that it is the owner in fee simple of the Property and that it has a good and lawful right to convey these easements. Each Declarant and its successors and assigns hereby warrants and shall defend the right and title to the above-described easements unto the other party hereto, its successors and assigns against the lawful claims of all persons claiming by, through or under such Declarant and its successors and assigns.

(b) Subordination of Liens. Each Owner agrees that all mortgages, deeds of trust, deeds to secure debt placed upon each Owner's respective Parcel shall be subordinate and inferior to the easements created by this Declaration, and to the extent that any such mortgages, deeds of trust, deeds to secure debt presently exist, each party shall have all necessary parties execute a mutually agreeable subordination agreement which shall be recorded in conjunction therewith.

18. Duration. The provisions of this Declaration shall run with and bind the land described herein and, except as otherwise provided herein, shall be and remain in effect perpetually to the extent permitted by law.

19. Time of the Essence. Time is of the essence of this Declaration and every term and condition hereof, provided, however, that if the date for the performance of any action or obligation required hereunder occurs on a Saturday, Sunday, or legally recognized federal holiday, the date of performance of such action or obligation shall be the next business day.

20. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

21. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term provision, covenant or agreement to person, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

22. Notices. All notices required under this Declaration shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is received as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. All notices shall be addressed as follows, unless otherwise specified in writing:

Declarant: Peak Broken Arrow, LLC  
Attn: Ben Paige  
14841 Dallas Pkwy, Suite 735  
Dallas, TX 75254

23. Miscellaneous. This Declaration shall be governed in accordance with the laws of the State of Oklahoma. The paragraph headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof. No party shall be obligated to take any action to enforce the terms of this Declaration or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder.

24. Attorney's Fees. In the event any Owner shall institute any action or proceeding against another Owner relating to the provisions of this Declaration or any default hereunder, or to collect any amounts owing hereunder, or an arbitration, mediation or other proceeding is commenced by agreement of one or more Owners to any dispute, the non-prevailing party shall reimburse the prevailing party for the reasonable expenses of attorneys' fees, expert witness fees and disbursements, including those related to appeals, incurred by the prevailing party.

# Peak Broken Arrow Addition

IN WITNESS WHEREOF, Declarant hereby executes this Declaration effective as of the Effective Date.

**DECLARANT:**

PEAK BROKEN ARROW, LLC

By: VAQUERO VENTURES MANAGEMENT, LLC, General Partner

By: \_\_\_\_\_  
Clinton Anderson, Manager

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Clinton Anderson, Manager of Peak Broken Arrow, LLC, a Texas limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

LIEN HOLDER'S CONSENT AND SUBORDINATION

The undersigned, Texas Bank and Trust Company ("Lien Holder"), is the owner and holder of a Mortgage against the Property described herein above being recorded under instrument No. 202000261712, Property Records of TULSA County, Oklahoma ("Deed of Trust"). The Lien Holder joins in the execution of this Declaration in order to evidence its consent to subordinate its Deed of Trust to this Declaration.

This consent shall not be construed or operate as a release of said Deed of Trust or liens owned and held by the undersigned, or any part thereof, as to the property described in the Deed of Trust.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LIEN HOLDER:

\_\_\_\_\_

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

THE STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ on behalf of said \_\_\_\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed/Typed Name

**OWNER'S CERTIFICATE**

KNOW ALL MEN BY THESE PRESENTS:

THAT Peak Broken Arrow Addition AND Peak Development Partners, HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER", ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

**Legal Description:**

A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Thirty-Three (33), 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, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty-three (33);  
Thence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of 2574.83 feet;  
Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning;  
Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by 'Aspen Creek Towne Centre I', Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W a distance of 17.29 feet;  
Thence continuing along said Southerly Right-of-Way, N 46°21'44" W a distance of 35.32 feet;  
Thence continuing along said Southerly Right-of-Way, S 88°34'50" W a distance of 166.32 feet;  
Thence continuing along said Southerly Right-of-Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02"; a chord bearing of S 64°12'19" W and a chord length of 235.88 feet;  
Thence along the Southwesterly boundary of said 'Aspen Creek Towne Centre I', N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty-three (33);  
Thence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33), S 88°36'00" W a distance of 48.45 feet;  
Thence S 51°56'46" W a distance of 337.17 feet;  
Thence S 16°07'11" W a distance of 528.32 feet;  
Thence S 78°45'41" W a distance of 178.59 feet;  
Thence N 88°49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33);  
Thence along said West line, S 01°16'42" E a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority;  
Thence continuing along said Right-of-Way, S 88°49'30" E a distance of 13.89 feet;  
Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet;  
Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet;  
Thence continuing along said Right-of-Way, N 05°47'20" E a distance of 564.41 feet to the POINT OF BEGINNING.

(Containing 616,675 square feet, or 14.16 Acres, more or less).

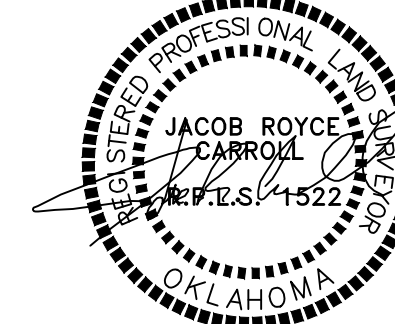
THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOT(S) AND BLOCK(S), IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS Peak Broken Arrow Addition, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA. THE OWNER/DEVELOPER 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, 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/DEVELOPER 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 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/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

**CERTIFICATE OF SURVEY**

I, (Jacob R. Carroll), A REGISTERED 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 "Peak Broken Arrow Addition", A SUBDIVISION IN 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 4th DAY OF December, 2024.

Jacob R. Carroll  
LICENSED LAND SURVEYOR  
OKLAHOMA NO. CA# 4568, Expires 06/30/26

STATE OF OKLAHOMA )  
                                  ) SS  
COUNTY OF OKLAHOMA )



BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED (Name), TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED 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.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: (SEAL)



# City of Broken Arrow

## Request for Action

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**File #: 25-489, Version: 1**

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**Broken Arrow Planning Commission  
04-10-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of PT-001923-2024 | PR-000171-2023, Conditional Final Plat, Timber Ridge Business Park Amended, 14.03 acres, IL/PUD-000723-2023, one-half mile west of Evans Road (225<sup>th</sup> East Avenue), south of Kenosha Street (71<sup>st</sup> Street)

**Background:**

**Applicant:** Wallace Design Collective

**Owner:** Timber Wolf Excavating, LLC, Kirk & Sherri Hamilton, and Blue House Marketing Group, Inc.

**Developer:** Timber Wolf Excavating, LLC, Kirk & Sherri Hamilton, and Blue House Marketing Group, Inc.

**Engineer:** Wallace Design Collective

**Location:** One-half mile west of Evans Road (225th East Avenue), south of Kenosha Street (71st Street)

**Size of Tract** 14.03 acres

**Number of Lots:** 10 proposed

**Present Zoning:** IL (Industrial Light)/PUD-000723-2023

**Comp Plan:** Level 6 (Regional Employment/Commercial) via BACP-159

PT-001923-2024, the conditional final plat for Timber Ridge Business Park Amended, contains 14.03 acres and is proposed to be divided into 10 lots, which is less than the 16 lots that we saw in PT-000837-2023 the preliminary plat (attached). This property is located one-half mile west of Evans Road, south of Kenosha Street and is currently platted as Lots 7-10, Block 1 of Timber Ridge Business Park.

A rezoning request, BAZ-1975, to change the zoning on 44.10 acres of this property from A-1 to IL was approved by City Council on April 4, 2017, along with a request for PUD-259 on the entire 71.94 acres. BAZ-1975 and PUD-259 were approved subject to the property being platted and all future development be in compliance with all requirements of any local, state, or federal regulatory agency. A major amendment to the PUD (PUD-000723-2023), was approved by the City Council on April 16, 2023, subject to the property being replatted.

PT-001923-2024 was heard by TAC (Technical Advisory Committee) on Tuesday April 1<sup>st</sup>, where none of the stakeholders shared any concerns.

Water and sanitary sewer service to this property are available from the City of Broken Arrow. According to the

FEMA maps, none of this property is located in the 100-year floodplain.

**Attachments:** Checklist  
Conditional Final Plat and Covenants  
Preliminary Plat PT-000837-2023

**Recommendation:**

Staff recommends PT-001923-2024 | PR-000171-2023, Conditional Final plat for Timber Ridge Business Park Amended, be approved, subject to the attached checklist.

**Reviewed By:** Amanda Yamaguchi

**Approved By:** Rocky Henkel

**HMB**



The review of the Conditional Final Plat is complete and all comments shall to be addressed as part of the Final Plat submittal using the Final Plat Application.

Any revisions submitted with the Conditional Final Plat application will not be reviewed

Any comments that have not been addressed must have an explanation provided in the Comment Response Letter uploaded with the final plat application

The sheet format for review on the final plat will require the pdf be oriented correctly using the landscape orientation with a paper size of at least 22x34. PDF's submitted on a letter or ledger size or with the incorrect orientation will be returned to the applicant for correction prior to the start of the review.

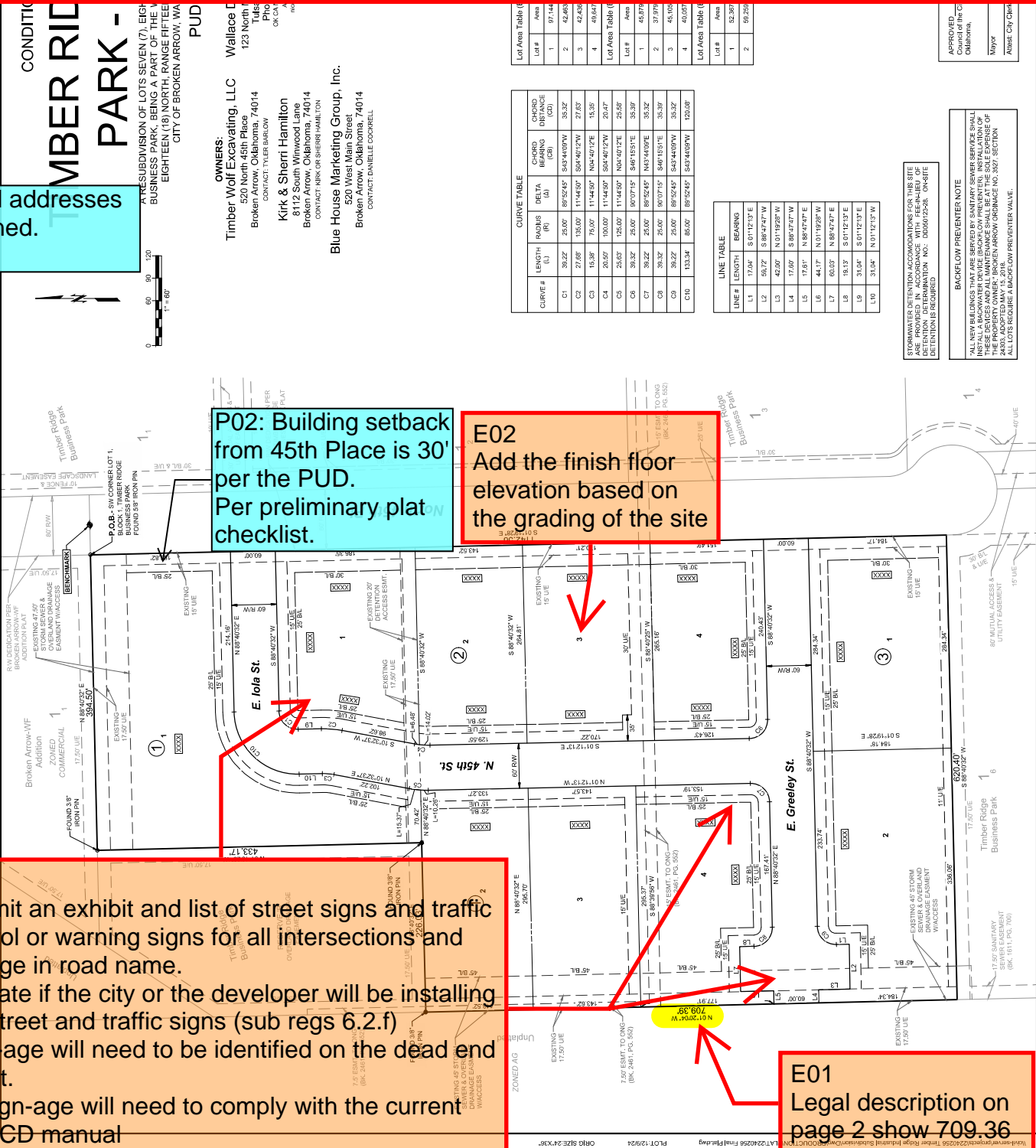
P01: Add addresses as assigned.

P02: Building setback from 45th Place is 30' per the PUD. Per preliminary plat checklist.

E02 Add the finish floor elevation based on the grading of the site

E03 Submit an exhibit and list of street signs and traffic control or warning signs for all intersections and change in road name. Indicate if the city or the applicant will be installing the street and traffic signs (sub regs 6.2.f) Sign-age will need to be identified on the dead end street. All sign-age will need to comply with the current MUTCD manual

E01 Legal description on page 2 show 709.36



**CURVE TABLE**

CURVE #	LENGTH (L)	RADIUS (R)	DELTA (D)	CHORD BEARING (CB)	CHORD DISTANCE (CD)
C1	38.22	25.00	89.5245°	S84.4490W	35.32
C2	27.08	18.00	111.4450°	S84.4490W	27.08
C3	15.35	10.00	114.4500°	N83.5510E	15.35
C4	25.03	100.00	111.4450°	S84.4490W	25.03
C5	38.22	25.00	89.5245°	S84.4490W	35.32
C6	38.22	25.00	89.5245°	S84.4490W	35.32
C7	38.22	25.00	89.5245°	S84.4490W	35.32
C8	38.22	25.00	89.5245°	S84.4490W	35.32
C9	38.22	25.00	89.5245°	S84.4490W	35.32
C10	133.34	85.00	89.5245°	S84.4490W	120.08

**LINE TABLE**

LINE #	LENGTH	BEARING
L1	17.04'	S 01°12'30" E
L2	50.27'	S 89°27'37" W
L3	42.00'	N 01°19'58" W
L4	17.09'	S 88°47'47" E
L5	17.51'	N 88°47'47" E
L6	44.17'	N 01°19'58" E
L7	60.03'	N 89°47'47" E
L8	18.13'	S 01°12'30" E
L9	31.84'	S 01°12'30" E
L10	31.84'	N 01°12'30" W

**Lot Area Table (Block 1)**

Lot #	Area (Acres)
1	97.144
2	42.468
3	42.468
4	49.647

**Lot Area Table (Block 2)**

Lot #	Area (Acres)
1	45.275
2	37.379
3	45.105
4	40.077

**Lot Area Table (Block 3)**

Lot #	Area (Acres)
1	52.397
2	99.256

**BACKFLOW PREVENTER NOTE**

ALL NEW BUILDINGS SHALL BE REQUIRED TO INSTALL A BACKFLOW PREVENTER. INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER. PER ARCHITECTURE NO. 2493, SECTION 4.4.3.3. ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

APPROVED: \_\_\_\_\_  
 Mayor  
 ASSESSOR: \_\_\_\_\_  
 ASSESSOR CITY CLERK



CONDITIONAL FINAL PLAT

TIMBER RIDGE BUSINESS PARK - AMENDED

PUD 000723-2023

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND REVOCABILITY
4.1. ENFORCEMENT. THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS/OPERATORS, THEIR SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND...

4.2. DURATION. THE RESTRICTIONS, TO THE EXTENT PERMITTED BY LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE ENFORCED AND EFFECTIVE 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.

4.3. AMENDMENT. THE RESTRICTIONS HEREAFTER SET FORTH ARE GRANTED BY OR FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE RESTRICTIONS HEREAFTER SET FORTH ARE GRANTED BY OR FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE OWNERS/OPERATORS OF THE LAND WITHIN THE SUBDIVISION SHALL NOT BE PERMITTED TO AMEND, ALTER, REVOKE, OR REPEAL THE RESTRICTIONS HEREAFTER SET FORTH BY ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE RESTRICTIONS HEREAFTER SET FORTH APPLY.

4.4. REVOCABILITY. ANY INSTRUMENT THAT AMENDS, ALTERS, REVOKES, OR REPEALS THE RESTRICTIONS HEREAFTER SET FORTH SHALL BE VOID AND INEFFECTIVE AS IF IT HAD NEVER BEEN EXECUTED. THIS INSTRUMENT SHALL BE VALID AND EFFECTIVE IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNERSHIP
IN WITNESS WHEREOF, TIMBER WOLF EXCAVATING, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TIMBER WOLF EXCAVATING, LLC
AN OKLAHOMA CORPORATION
TYLER BARLOW, MANAGER

ACKNOWLEDGMENT
STATE OF OKLAHOMA )
COUNTY OF TULSA )

THIS INSTRUMENT WAS KNOWINGLY EXECUTED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY TYLER BARLOW, AS MANAGER OF TIMBER WOLF EXCAVATING, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, BLUE HOUSE MARKETING GROUP, INC., AN OKLAHOMA CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

BLUE HOUSE MARKETING GROUP, INC.
AN OKLAHOMA CORPORATION
DANIELLE COORELL, MANAGER

ACKNOWLEDGMENT
STATE OF OKLAHOMA )
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY DANIELLE COORELL, AS MANAGER OF BLUE HOUSE MARKETING GROUP, INC., AN OKLAHOMA CORPORATION.

IN WITNESS WHEREOF, NIKK AND SHERRI HAMILTON, HUSBAND AND WIFE, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NIK HAMILTON, OWNER
SHERRI HAMILTON, OWNER

ACKNOWLEDGMENT
STATE OF OKLAHOMA )
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY NIKK AND SHERRI HAMILTON AS HUSBAND AND WIFE.

NOTARY PUBLIC
MY COMMISSION EXPIRES \_\_\_\_\_
MY COMMISSION NUMBER: \_\_\_\_\_
(SEAL)

CERTIFICATE OF SURVEY
I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, P.C., A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBMITTED, AND PLATTED THE SUBDIVISION DESCRIBED HEREIN TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF MY BEST PROFESSIONAL KNOWLEDGE AND BELIEFS AT THE TIME OF THE SURVEY. THE PRACTICES AND METHODS EMPLOYED IN THE SURVEY CONFORM TO THE STANDARDS AND PRACTICES OF LAND SURVEYING AS ADOPTED BY THE BOARD OF SURVEYORS AND LAND SURVEYORS OF THE STATE OF OKLAHOMA.



ACKNOWLEDGMENT
STATE OF OKLAHOMA )
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, PERSONALLY APPEARED R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE INSTRUMENT HEREOF, AND HE REQUESTED THAT I AFFIRM THAT HE IS THE SAME AS HIS TRUE AND COUNTRY, AND GAVE FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES \_\_\_\_\_
MY COMMISSION NUMBER: \_\_\_\_\_
(SEAL)

CERTIFICATE OF THE WAGONER COUNTY TREASURER
I DO HEREBY STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR \_\_\_\_\_ AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED TIMBER RIDGE BUSINESS PARK - AMENDED.

WAGONER COUNTY CLERK
I, WAGONER COUNTY CLERK, DO HEREBY STATE THAT THE SUBDIVISION CALLED "TIMBER RIDGE BUSINESS PARK - AMENDED" HAS BEEN FILED INTO THE WAGONER COUNTY RECORDS.

NOTARY PUBLIC
MY COMMISSION EXPIRES \_\_\_\_\_
MY COMMISSION NUMBER: \_\_\_\_\_
(SEAL)

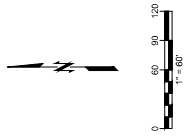
P03: Please correct all to 2025.

CONDITIONAL FINAL PLAT

# TIMBER RIDGE BUSINESS PARK - AMENDED

A RESUBDIVISION OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK 1, TIMBER RIDGE BUSINESS PARK, BEING A PART OF THE W/2 OF THE NE/4 OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

PUD 000723-2023



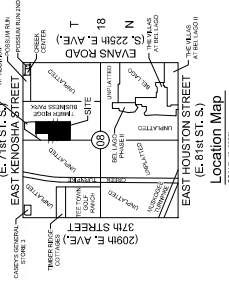
**OWNERS:**  
**Timber Wolf Excavating, LLC**  
 520 North 45th Place  
 Broken Arrow, Oklahoma, 74103  
 CONTACT: TYLER BARLOW  
 OK CL NO. 1461, EXPIRES 6/30/2025  
 www.timberwolfexcavating.com

**Kirk & Sherri Hamilton**  
 8112 South Winwood Lane  
 Broken Arrow, Oklahoma, 74014  
 CONTACT: KIRK OR SHERRI HAMILTON

**Blue House Marketing Group, Inc.**  
 520 West Main Street  
 Broken Arrow, Oklahoma, 74014  
 CONTACT: DANIELLE COOPER

**ENGINEER:**  
**Wallace Design Collective, PC**  
 123 North Martin Luther King Jr Blvd.  
 Tulsa, Oklahoma, 74103  
 Phone: (918) 884-5858  
 OK CL NO. 1461, EXPIRES 6/30/2025  
 www.wallacedesign.com

**SURVEYOR:**  
**Wallace Design Collective, PC**  
 123 North Martin Luther King Jr Blvd.  
 Tulsa, Oklahoma, 74103  
 Phone: (918) 884-5858  
 OK CL NO. 1461, EXPIRES 6/30/2025  
 www.wallacedesign.com



**LEGEND**

- BL = BUILDING SETBACK
- UA = UTILITY EASEMENT
- EM = EASEMENT
- ES = EASEMENT
- P.O.B. = POINT OF BEGINNING
- XXXXX = ADDRESS
- ① = BLOCK NUMBER
- ② = LOT NUMBER
- = IRON PIN FOUND

**Lot Area Table (Block 1)**

Lot #	Area (Acres)
1	97.144
2	42.869
3	42.869
4	49.647

**CURVE TABLE**

CURVE #	LENGTH (L)	RADIUS (R)	CHORD BEARING (CB)	CHORD DELTA (CD)	CHORD BEARING (CB)
C1	36.22	25.00	89°52'43"	543.449'W	35.32
C2	27.08	18.00	111°44'50"	504.461'W	27.08
C3	15.39	10.00	111°44'50"	104.507'W	15.39
C4	20.07	10.00	111°44'50"	104.507'W	20.07
C5	25.03	125.00	111°44'50"	104.507'W	25.03
C6	36.22	25.00	90°07'15"	546.153'W	36.22
C7	36.22	25.00	89°52'43"	103.744'W	36.22
C8	36.22	25.00	90°07'15"	543.449'W	36.22
C9	133.34	65.00	89°52'43"	543.449'W	133.34

**LINE TABLE**

LINE #	LENGTH	BEARINGS
L1	17.04'	S 0°12'13" E
L2	50.27'	S 89°27'27" W
L3	42.00'	N 0°19'58" W
L4	17.09'	S 89°47'47" E
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L7	60.03'	N 89°47'47" E
L8	18.13'	S 0°12'13" E
L9	31.84'	S 0°12'13" E
L10	31.84'	N 0°12'13" W

**SUBDIVISION SETBACKS**  
 SUBDIVISION CONTAINS SETBACKS IN THREE (3) BLOCKS.  
 SUBDIVISION CONTAINS 114.83' OF 10' SETBACKS.  
 SUBDIVISION CONTAINS 114.83' OF 10' SETBACKS.

**UTILITIES**  
 MONUMENTS AND AS NOTED.  
 38" IRON PINS TO BE SET AT ALL PROPERTY CORNERS.  
 1/2" IRON PINS TO BE SET AT MINI BOUNDARY CORNERS.

**BENCHMARK**  
 38" IRON PIN IN PAVEMENT AT CENTERLINE OF NORTH 45TH STREET EAST OF LOT 10, BLOCK 1, TIMBER RIDGE BUSINESS PARK.  
 NORTHING: 30961.89  
 EASTING: 49889.47  
 ELEV: 482.24

**BASE OF BEARINGS**  
 THE NON-ASTRING BEARINGS FOR SAID TRACT ARE BASED ON AN OKLAHOMA STATE PLANE COORDINATE SYSTEM GRID OF SECTION 8-18A, R-15E, OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

**ADDRESS NOTE**  
 ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME OF SURVEY. ANY CHANGE IN ADDRESS SHOULD BE RECORDED IN PLACE OF LEGAL DESCRIPTION.

**FLOODPLAIN NOTE**  
 FLOODPLAIN INFORMATION WAS OBTAINED FROM WAGONER COUNTY, OKLAHOMA AND INCORPORATED INTO THIS MAP. WAGONER COUNTY, OKLAHOMA AND INCORPORATED AREA, MAP NO. 40-14501-151, MAP REBUILT BY WAGONER COUNTY, OKLAHOMA, IN 2018. THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE (V) OF THE 500-YEAR FLOODPLAIN.

**DATE OF SURVEYOR'S LAST SITE VISIT:**  
 08/08/2023

**APPROVED:** \_\_\_\_\_  
 By the City of Broken Arrow, Oklahoma.

**Mayor:** \_\_\_\_\_

**Attest:** \_\_\_\_\_  
 Annee City Clerk

**APPROVED:** \_\_\_\_\_  
 By the City of Broken Arrow, Oklahoma.

**Mayor:** \_\_\_\_\_

**Attest:** \_\_\_\_\_  
 Annee City Clerk

**APPROVED:** \_\_\_\_\_  
 By the City of Broken Arrow, Oklahoma.

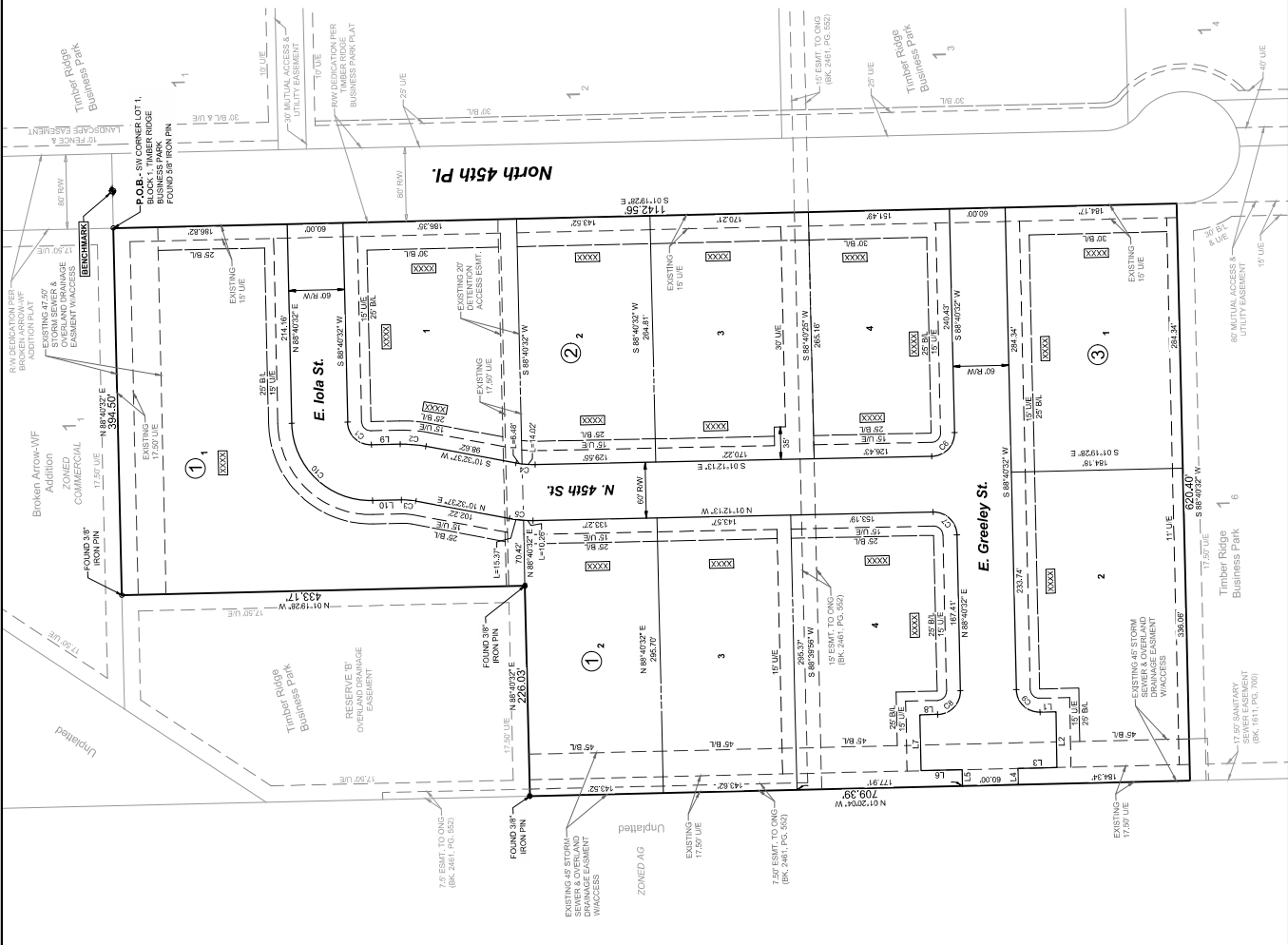
**Mayor:** \_\_\_\_\_

**Attest:** \_\_\_\_\_  
 Annee City Clerk

**APPROVED:** \_\_\_\_\_  
 By the City of Broken Arrow, Oklahoma.

**Mayor:** \_\_\_\_\_

**Attest:** \_\_\_\_\_  
 Annee City Clerk



**BACKFLOW PREVENTER NOTE**  
 ALL NEW BUILDINGS THAT RECEIVE SANITARY SERVICE FROM THIS SITE SHALL INSTALL A BACKFLOW PREVENTER. INSTALLATION OF BACKFLOW PREVENTER SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER. THE CITY OF BROKEN ARROW, OKLAHOMA, HAS ADOPTED MAY 15, 2018, ORDINANCE NO. 2493, WHICH REQUIRES A BACKFLOW PREVENTER VALVE.



# CONDITIONAL FINAL PLAT

# TIMBER RIDGE BUSINESS PARK - AMENDED

## PUD 000723-2023

**SECTION 4.1 ENFORCEMENT, DURATION, AMENDMENT AND REVERSIBILITY**

4.1 THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS/OFFICERS/ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION 1, STREETS, EASEMENTS AND UTILITIES, AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED HEREIN SHALL NOT BE SUBJECT TO THE CITY OF BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND THE OWNERS OF THE LAND WITHIN THE TIMBER RIDGE BUSINESS PARK-AMENDED. IF THE CITY OF BROKEN ARROW, OKLAHOMA, AND THE OWNERS OF THE LAND WITHIN THE TIMBER RIDGE BUSINESS PARK-AMENDED, IN SECTION 1, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, OKLAHOMA, OR ANY OWNER OF A PART OF THE LAND WITHIN THE TIMBER RIDGE BUSINESS PARK-AMENDED, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON WHOSE INTERESTS ARE AFFECTED BY THIS INSTRUMENT TO ENFORCE THE RESTRICTIONS HEREIN. THE RESTRICTIONS SET FORTH HEREIN OR TO RECORD OR TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

4.2 THE RESTRICTIONS, TO THE EXTENT PERMITTED BY LAW, SHALL BE REVERSIBLE, BUT IN ANY EVENT SHALL BE REVERSIBLE AND EFFECTIVE FOR A TERM OF NOT LESS THAN THIRTY (30) DAYS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

4.3 AMENDMENT THE RESTRICTIONS CONTAINED WITHIN SECTION 1, 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 RESTRICTIONS APPLY. ANY SUCH AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ANY OTHER AUTHORITY AS MAY BE DETERMINED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA. ANY SUCH AMENDMENT OR TERMINATION SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

4.4 SEVERABILITY IF 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.

**CERTIFICATE OF OWNERSHIP**

IN WITNESS WHEREOF, TIMBER WOLF EXCAVATING, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TIMBER WOLF EXCAVATING, LLC  
AN OKLAHOMA CORPORATION

\_\_\_\_\_  
TYLER BARLOW, MANAGER

ACKNOWLEDGMENT  
STATE OF OKLAHOMA )  
                                  ) SS  
COUNTY OF TULSA )

THIS INSTRUMENT WAS KNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY TYLER BARLOW, AS MANAGER OF TIMBER WOLF EXCAVATING, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
(SEAL)

IN WITNESS WHEREOF, BLUE HOUSE MARKETING GROUP, INC., AN OKLAHOMA CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

BLUE HOUSE MARKETING GROUP, INC.  
AN OKLAHOMA CORPORATION

\_\_\_\_\_  
DANIELLE COCKRELL, MANAGER

ACKNOWLEDGMENT  
STATE OF OKLAHOMA )  
                                  ) SS  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY DANIELLE COCKRELL, AS MANAGER OF BLUE HOUSE MARKETING GROUP, INC., AN OKLAHOMA CORPORATION.

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
(SEAL)

IN WITNESS WHEREOF, NIKK AND SHERRI HAMILTON, HUSBAND AND WIFE, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
NIKK HAMILTON, OWNER

\_\_\_\_\_  
SHERRI HAMILTON, OWNER

ACKNOWLEDGMENT  
STATE OF OKLAHOMA )  
                                  ) SS  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY NIKK AND SHERRI HAMILTON AS HUSBAND AND WIFE.

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
(SEAL)

CERTIFICATE OF SURVEY  
I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, P.C., A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE PROPERTY DESCRIBED IN THE INSTRUMENT HEREIN, AND THAT THE INSTRUMENT IS A REPRESENTATION OF THE PROPERTY AS SURVEYED AND PLATTED IN ACCORDANCE WITH THE PROFESSIONAL PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA ANNUAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
R. WESLEY BENNETT  
LICENSED PROFESSIONAL LAND SURVEYOR

ACKNOWLEDGMENT  
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 \_\_\_\_\_, 2024, PERSONALLY APPEARED R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME IS THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
(SEAL)

**CERTIFICATE OF THE WAGONER COUNTY TREASURER**

I DO HEREBY NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR \_\_\_\_\_ AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED "TIMBER RIDGE BUSINESS PARK - AMENDED".

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
WAGONER COUNTY TREASURER

**CERTIFICATE OF THE WAGONER COUNTY CLERK**

I, WAGONER COUNTY CLERK, DO HEREBY NOW STATE THAT THE SUBDIVISION CALLED "TIMBER RIDGE BUSINESS PARK - AMENDED" HAS BEEN FILED INTO THE WAGONER COUNTY RECORDS.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
WAGONER COUNTY CLERK

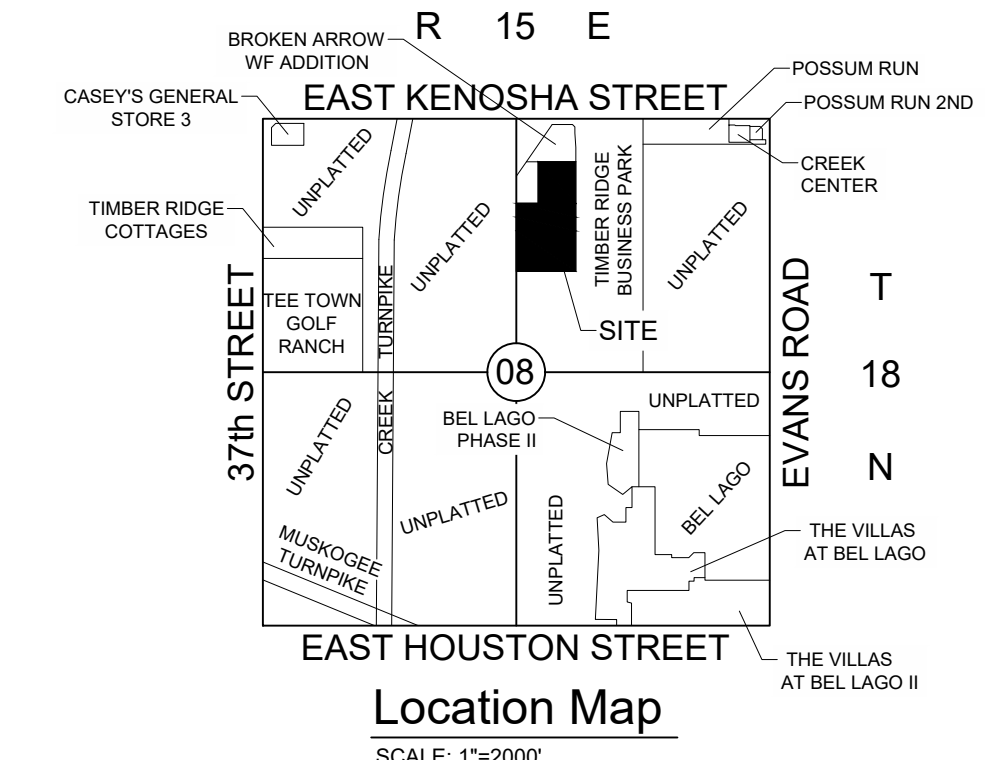
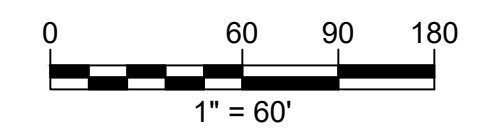
# PRELIMINARY PLAT

# TIMBER RIDGE BUSINESS PARK - AMENDED

A RESUBDIVISION OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK 1, TIMBER RIDGE BUSINESS PARK, BEING A PART OF THE W/2 OF THE NE/4 OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

PUD 000723-2023

<p><b>OWNERS:</b>  <b>Timber Wolf Excavating, LLC</b>          520 North 45th Place          Broken Arrow, Oklahoma, 74014          CONTACT: TYLER BARLOW</p> <p><b>Kirk &amp; Sherri Hamilton</b>          8112 South Winwood Lane          Broken Arrow, Oklahoma, 74014          CONTACT: KIRK OR SHERRI HAMILTON</p> <p><b>Blue House Marketing Group, Inc.</b>          520 West Main Street          Broken Arrow, Oklahoma, 74014          CONTACT: DANIELLE COCKRELL</p>	<p><b>ENGINEER:</b>  <b>Wallace Design Collective, PC</b>          123 North Martin Luther King Jr Blvd.          Tulsa, Oklahoma, 74103          Phone: (918) 584-5858          OK CA NO. 1460, EXPIRES 6/30/2023          A. NICOLE WATTS, P.E.          nicole.watts@wallace.design</p>	<p><b>SURVEYOR:</b>  <b>Wallace Design Collective, PC</b>          123 North Martin Luther King Jr Blvd.          Tulsa, Oklahoma, 74103          Phone: (918) 584-5858          OK CA NO. 1460, EXPIRES 6/30/2023          R. WADE BENNETT, PLS 1556          wade.bennett@wallace.design</p>
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**LEGEND**

- B/L = BUILDING SETBACK
- BK = BOOK
- PG. = PAGE
- R/W = RIGHT-OF-WAY
- ESMT. = EASEMENT
- U/E = UTILITY EASEMENT
- P.O.B. = POINT OF BEGINNING
- XXXX- = ADDRESS

**SUBDIVISION STATISTICS**  
 SUBDIVISION CONTAINS SIXTEEN (16) LOT IN THREE (3) BLOCKS.  
 SUBDIVISION CONTAINS 611,038 SF (14.03 ACRES)

**MONUMENTATION**  
 3/8" IRON PINS SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

**BENCHMARK**  
 3/8" IRON PIN IN PAVEMENT AT CENTERLINE OF NORTH 45TH PLACE  
 R/W EAST OF LOT 10, BLOCK 1, TIMBER RIDGE BUSINESS PARK  
 NORTHING=393561.69  
 EASTING=2638589.47  
 ELEV=652.04

**BASIS OF BEARINGS**  
 HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE  
 COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.  
 VERTICAL DATUM NAVD 1988

**ADDRESS NOTE**  
 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 LEGAL DESCRIPTION.

**FLOODPLAIN NOTE**  
 FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 40145C0115J, WITH A MAP REVISION DATE OF SEPTEMBER 30, 2016, FOR WAGONER COUNTY, OKLAHOMA AND INCORPORATED AREAS SHOWS NO FLOODPLAIN ON SUBJECT PROPERTY.

**DATE OF SURVEYOR'S LAST SITE VISIT:**  
 DECEMBER 8, 2022

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION NO.: DD050123-28

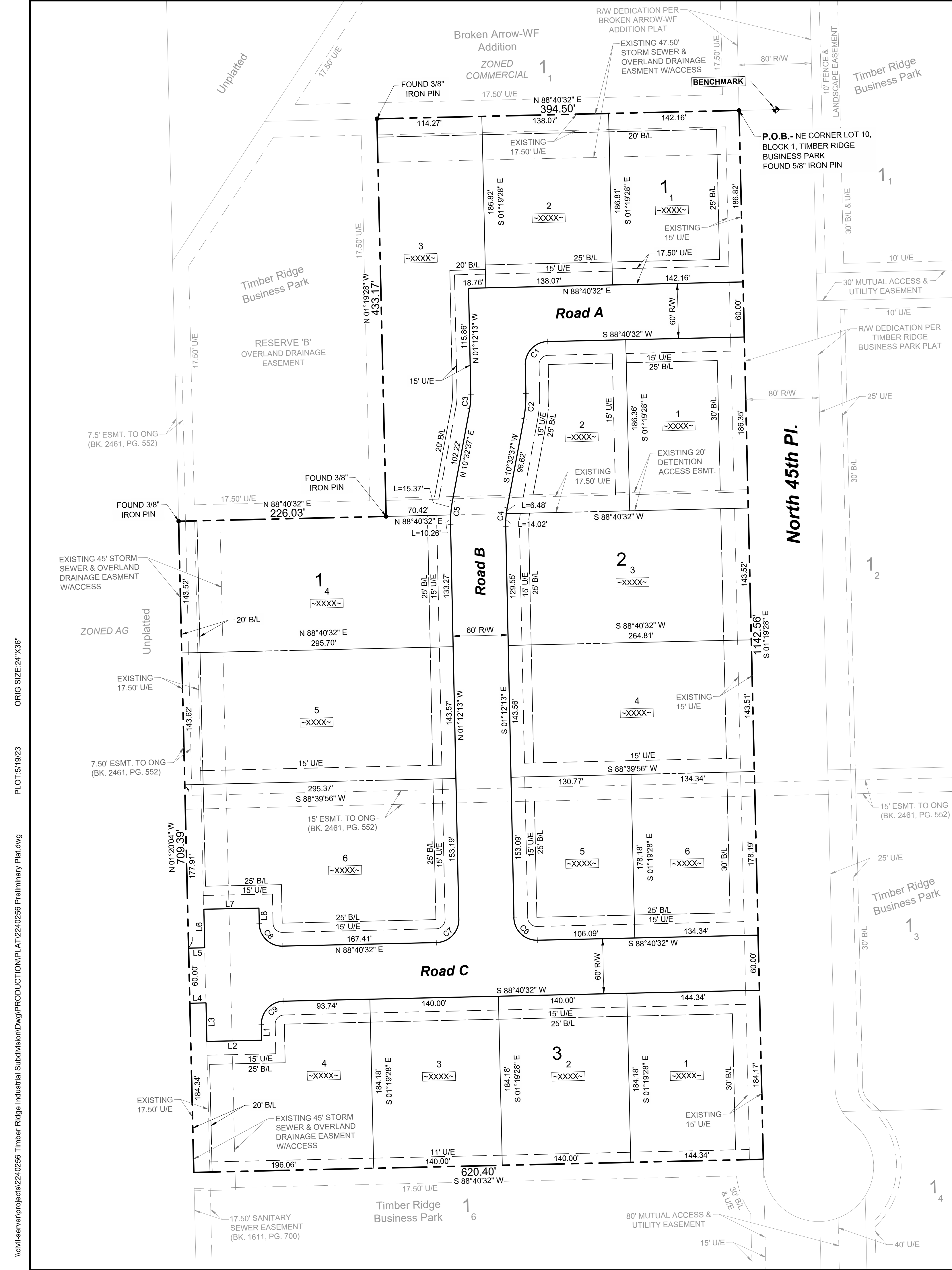
**BACKFLOW PREVENTER NOTE**

"ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKWATER DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER." BROKEN ARROW ORDINANCE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018.  
 ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

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

Mayor \_\_\_\_\_

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



\\civl-server\projects\240256 Timber Ridge Industrial Subdivision\Drawings\PRODUCTION\PLAT\240256 Preliminary Plat.dwg  
 PLOT: 5/19/23  
 ORG: SIZE: 24"x36"

PRELIMINARY PLAT

TIMBER RIDGE BUSINESS PARK - AMENDED

PUD 000723-2023

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT TIMBER WOLF EXCAVATING, LLC, KIRK AND SHERRI HAMILTON, AND BLUE HOUSE MARKETING GROUP INCORPORATED HEREINAFTER REFERRED TO AS THE "OWNERS/DEVELOPERS" ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO WIT:

TIMBER RIDGE BUSINESS PARK LOTS 7, 8, 9, AND 10, BLOCK 1.

OWNERS/DEVELOPERS HAVE CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO SIXTEEN (16) LOTS AND THREE (3) BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAVE DESIGNATED THE SUBDIVISION AS "TIMBER RIDGE BUSINESS PARK - AMENDED", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

SECTION I: STREETS, EASEMENTS AND UTILITIES

1.1 PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNERS/DEVELOPERS DO HEREBY DEDICATE FOR PUBLIC USE THE 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 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 THERE TO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNERS/DEVELOPERS HEREBY RESERVE 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 STREET AND 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 OWNERS/DEVELOPERS HEREBY 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 IMPROVEMENTS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

1.2 UNDERGROUND SERVICE

1.2.1 OVERHEAD POLES MAY BE LOCATED IN THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT. THE OWNERS/DEVELOPERS DO HEREBY RESTRICT THE UTILITY EASEMENTS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT TO A SINGLE SUPPLIER OF ELECTRICAL SERVICE.

1.2.2 ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT.

1.2.3 UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS 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 AS MAY BE LOCATED UPON EACH SAID LOT: PROVIDED THAT UPON THE INSTALLATION OF SUCH 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 FEET 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 OR A POINT OF METERING.

1.2.4 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. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

1.2.5 THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES 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 FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE

1.3 WATER AND SEWER SERVICE

1.3.1 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON HIS LOT.

1.3.2 WITHIN THE DEPICTED UTILITY EASEMENT AREA, 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 APERTURES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE

1.3.3 THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

1.3.4 THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS 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 OR SEWER FACILITIES.

1.3.5 THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION 1.3 SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.4 SURFACE DRAINAGE

THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. THE LOT OWNER SHALL NOT 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. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 1.4 SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.5 PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER 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.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "TIMBER RIDGE BUSINESS PARK - AMENDED" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (TITLED PUD NO. 723) AS PROVIDED WITHIN SECTION 6.4 OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA (ORDINANCE NO. 2931) AS AMENDED AND EXISTING ON MAY 16, 2023 (HEREINAFTER THE "BROKEN ARROW ZONING ORDINANCE"), WHICH PUD NO. 723 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON APRIL 27, 2023 AND APPROVED BY THE CITY OF BROKEN ARROW CITY COUNCIL, ON MAY 16, 2023; 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, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNERS/DEVELOPERS DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDED FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS/DEVELOPERS, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA;

THEREFORE, THE OWNERS/DEVELOPERS DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS/DEVELOPERS, ITS SUCCESSOR AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH:

THE DEVELOPMENT OF "TIMBER RIDGE BUSINESS PARK-AMENDED" SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AS SUCH PROVISIONS EXISTED ON MAY 16, 2023, OR AS MAY BE SUBSEQUENTLY AMENDED.

2.1 DEVELOPMENT STANDARDS - LOTS 4, 5, AND 6/BLOCK 1, BLOCK 2, AND BLOCK 3

2.1.1 THE SUBJECT LOTS ARE REGULATED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) AND WILL REQUIRE DEQ APPROVAL BEFORE ANY DEVELOPMENT IS POSSIBLE. SUBJECT LOTS SHALL BE GOVERNED BY THE CITY OF BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE IL DISTRICT, EXCEPT AS HEREINAFTER MODIFIED.

2.1.2 PERMITTED USES: SEE SECTION 2.4

2.1.3 MINIMUM BUILDING SETBACKS:

Table with 2 columns: setback location and distance. Includes FROM NORTH 45TH PLACE (30 FEET), FROM INTERNAL STREET (25 FEET), ABUTTING SAME DISTRICT (0 FEET), FROM ABUTTING NON-RESIDENTIAL DISTRICT (20 FEET)

2.1.4 PARKING: AS PROVIDED IN ACCORDANCE WITH "SECTION 5.4 - OFF STREET PARKING AND LOADING" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.

2.1.5 SIGN STANDARD: AS PROVIDED IN ACCORDANCE WITH "SECTION 5.7 - SIGNS" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.

2.1.6 FENCING / SCREENING: AN 8-FOOT OPAQUE, SCREENING FENCE SHALL BE INSTALLED, IN ACCORDANCE WITH SECTION 5.2.E.2.C OF THE CITY OF BROKEN ARROW ZONING ORDINANCE, ALONG THE WEST BOUNDARY OF LOTS 4, 5, AND 6/BLOCK 1 AND LOT 4/BLOCK 3 WHERE ABUTTING AGRICULTURAL OR RESIDENTIAL ZONING.

2.2 DEVELOPMENT STANDARDS - LOTS 1 AND 2/BLOCK 1

2.2.1 THE SUBJECT LOTS SHALL BE GOVERNED BY THE CITY OF BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE IL DISTRICT, EXCEPT AS HEREINAFTER MODIFIED:

2.2.2 PERMITTED USES: SEE SECTION 2.4

2.2.3 MINIMUM BUILDING SETBACKS:

Table with 2 columns: setback location and distance. Includes FROM NORTH 45TH PLACE - SIDE YARD (25 FEET), FROM INTERNAL STREET (25 FEET), SIDE YARD ABUTTING SAME DISTRICT (0 FEET), SIDE YARD ABUTTING NON-RESIDENTIAL DISTRICT (20 FEET), REAR YARD (20 FEET)

PARKING:

AS PROVIDED IN ACCORDANCE WITH "SECTION 5.4 - OFF STREET PARKING AND LOADING" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.

SIGN STANDARD:

AS PROVIDED IN ACCORDANCE WITH "SECTION 5.7 - SIGNS" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.

2.3 DEVELOPMENT STANDARDS - LOT 3/BLOCK 1

2.3.1 THE SUBJECT LOT SHALL BE GOVERNED BY THE CITY OF BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE IL DISTRICT, EXCEPT AS HEREINAFTER MODIFIED:

2.3.2 PERMITTED USES: SEE SECTION 2.4

2.3.3 MINIMUM BUILDING SETBACKS:

Table with 2 columns: setback location and distance. Includes FROM INTERNAL STREET (20 FEET), SIDE YARD ABUTTING SAME DISTRICT (0 FEET), SIDE YARD ABUTTING NON-RESIDENTIAL DISTRICT (20 FEET), REAR YARD ABUTTING RESERVE 'B' (0 FEET)

2.3.4 PARKING:

AS PROVIDED IN ACCORDANCE WITH "SECTION 5.4 - OFF STREET PARKING AND LOADING" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.

2.3.5 SIGN STANDARD:

AS PROVIDED IN ACCORDANCE WITH "SECTION 5.7 - SIGNS" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.

2.4 TABLE OF ALLOWED USES

Table with 2 columns: USE CATEGORY and USE TYPE. Includes COMMUNITY SERVICE (GOVERNMENT ADMINISTRATION AND CIVIC BUILDINGS), EDUCATION (TRADE SCHOOL), PARKS AND OPEN SPACE (COMMUNITY PLAYFIELDS AND PARKS), TELECOMMUNICATION FACILITY (TOWER), TRANSPORTATION ON FACILITY (BUS AND PASSENGER TRAIN TERMINAL HELIPORT)

Table with 2 columns: CATEGORY and USE TYPE. Includes UTILITY (UTILITY FACILITY, MAJOR), ANIMAL SALES AND SERVICES (ANIMAL PET SHOP), FOOD AND BEVERAGE SERVICE (MICRO FOOD AND BEVERAGE PRODUCTION), OFFICE (OFFICE, BUSINESS OR PROFESSIONAL RESEARCH LABORATORY), RECREATION AND ENTERTAINMENT, INDOOR (FITNESS AND RECREATIONAL SPORTS CENTER), PERSONAL SERVICES (DRY CLEANING AND LAUNDRY SERVICE), VEHICLES AND EQUIPMENT (BOAT AND/OR RV STORAGE), INDUSTRIAL SERVICE (GENERAL INDUSTRIAL SERVICE), MANUFACTURING AND PRODUCTION (ASSEMBLY, LIGHT), WAREHOUSE AND FREIGHT MOVEMENT (MINI-STORAGE), WASTE AND SALVAGE (RECYCLING CENTER)

SECTION III: PROPERTY OWNER ASSOCIATION

3.1 MEMBERSHIP IN TIMBER RIDGE BUSINESS PARK PROPERTY OWNERS' ASSOCIATION, INC.

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT WITHIN "TIMBER RIDGE BUSINESS PARK - AMENDED" SHALL BE A MEMBER OF "TIMBER RIDGE BUSINESS PARK PROPERTY OWNERS' ASSOCIATION, INC.", A NONPROFIT CORPORATE ENTITY (HEREIN REFERRED TO AS THE "ASSOCIATION"). MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

4.1 ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS/DEVELOPERS, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES ARE SET FOR THE 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 CITY OF BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND THE OWNERS OF THE LAND WITHIN "TIMBER RIDGE BUSINESS PARK-AMENDED". IF THE UNDERSIGNED OWNERS/DEVELOPERS, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, OKLAHOMA, OR ANY OWNER OF A PART OF THE LAND WITHIN "TIMBER RIDGE BUSINESS PARK-AMENDED" 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 PART OF THE LAND WITHIN "TIMBER RIDGE BUSINESS PARK - AMENDED" 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.

4.2 DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

4.3 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 IT IS PROPERLY RECORDED.

4.4 SEVERABILITY

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

ORIG SIZE: 24"x36" PLOT: 5/19/23 \\civl-server\projects\240256 Timber Ridge Industrial Subdivision\Drawings\PRODUCTION\PLAT\240256 DOD.dwg



# PRELIMINARY PLAT

# TIMBER RIDGE BUSINESS PARK - AMENDED

## PUD 000723-2023

### CERTIFICATES OF OWNERSHIP

IN WITNESS WHEREOF, TIMBER WOLF EXCAVATING, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

TIMBER WOLF EXCAVATING, LLC  
AN OKLAHOMA CORPORATION

\_\_\_\_\_  
TYLER BARLOW, MANAGER

### ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY TYLER BARLOW, AS MANAGER OF TIMBER WOLF EXCAVATING, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

[SEAL]

IN WITNESS WHEREOF, BLUE HOUSE MARKETING GROUP, INC., AN OKLAHOMA CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BLUE HOUSE MARKETING GROUP, INC  
AN OKLAHOMA CORPORATION

\_\_\_\_\_  
DANIELLE COCKRELL, MANAGER

### ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY DANIELLE COCKRELL, AS MANAGER OF BLUE HOUSE MARKETING GROUP, INC., AN OKLAHOMA CORPORATION.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

[SEAL]

IN WITNESS WHEREOF, KIRK AND SHERRI HAMILTON, HUSBAND AND WIFE, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
KIRK HAMILTON, OWNER

\_\_\_\_\_  
SHERRI HAMILTON, OWNER

### ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY KIRK AND SHERRI HAMILTON AS HUSBAND AND WIFE.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

[SEAL]

### CERTIFICATE OF SURVEY

I, R. WADE 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 BUSINESS PARK - AMENDED, 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 \_\_\_\_\_, 2023.



\_\_\_\_\_  
R. WADE BENNETT  
LICENSED PROFESSIONAL LAND SURVEYOR

### ACKNOWLEDGMENT

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 \_\_\_\_\_, 2023, PERSONALLY APPEARED R. WADE BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

[SEAL]

### CERTIFICATE OF THE WAGONER COUNTY TREASURER

I DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR \_\_\_\_ AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED "TIMBER RIDGE BUSINESS PARK - AMENDED".

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
WAGONER COUNTY TREASURER

### CERTIFICATE OF THE WAGONER COUNTY CLERK

I, WAGONER COUNTY CLERK, DO HERE NOW STATE THAT THE SUBDIVISION CALLED "TIMBER RIDGE BUSINESS PARK - AMENDED" HAS BEEN FILED INTO THE WAGONER COUNTY RECORDS.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
WAGONER COUNTY CLERK

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

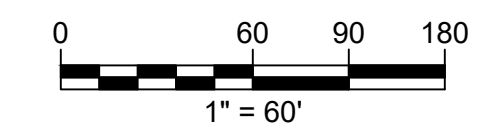
ORIG SIZE: 24"X36" PLOT: 5/19/23 \\cvl-server\projects\240256 Timber Ridge Industrial Subdivision\Drawings\PRODUCTION\PLAT\240256 DOD.dwg

# CONCEPTUAL IMPROVEMENTS PLAN

## TIMBER RIDGE BUSINESS PARK - AMENDED

A RESUBDIVISION OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK 1, TIMBER RIDGE BUSINESS PARK, BEING A PART OF THE W/2 OF THE NE/4 OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

PUD 000723-2023



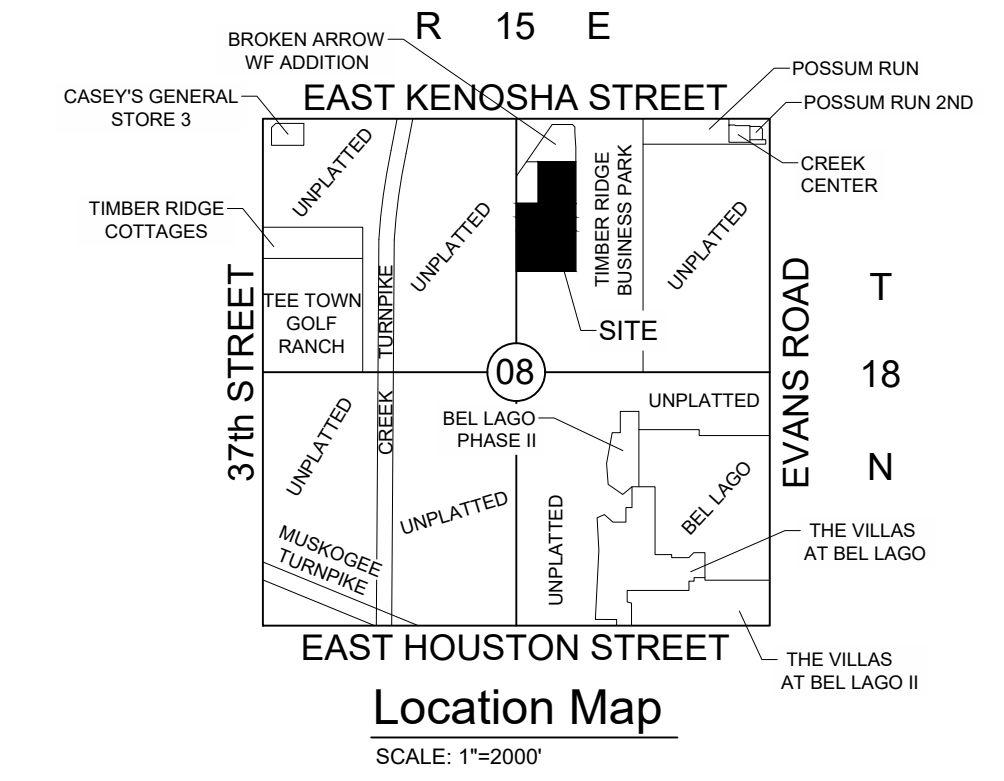
**OWNERS:**  
**Timber Wolf Excavating, LLC**  
 520 North 45th Place  
 Broken Arrow, Oklahoma, 74014  
 CONTACT: TYLER BARLOW

**Kirk & Sherri Hamilton**  
 8112 South Winwood Lane  
 Broken Arrow, Oklahoma, 74014  
 CONTACT: KIRK OR SHERRI HAMILTON

**Blue House Marketing Group, Inc.**  
 520 West Main Street  
 Broken Arrow, Oklahoma, 74014  
 CONTACT: DANIELLE COCKRELL

**ENGINEER:**  
**Wallace Design Collective, PC**  
 123 North Martin Luther King Jr Blvd.  
 Tulsa, Oklahoma, 74103  
 Phone: (918) 584-5858  
 OK CA NO. 1460, EXPIRES 6/30/2023  
 A. NICOLE WATTS, P.E.  
 nicole.watts@wallace.design

**SURVEYOR:**  
**Wallace Design Collective, PC**  
 123 North Martin Luther King Jr Blvd.  
 Tulsa, Oklahoma, 74103  
 Phone: (918) 584-5858  
 OK CA NO. 1460, EXPIRES 6/30/2023  
 R. WADE BENNETT, PLS 1556  
 wade.bennett@wallace.design



- LEGEND**
- B/L = BUILDING SETBACK
  - BK. = BOOK
  - PG. = PAGE
  - R/W = RIGHT-OF-WAY
  - ESMT. = EASEMENT
  - U/E = UTILITY EASEMENT
  - EXISTING WATER
  - PROPOSED WATER
  - EXISTING SANITARY SEWER
  - PROPOSED SANITARY SEWER

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION NO.: DD050123-28

**BACKFLOW PREVENTER NOTE**

\*ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKWATER DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER. \*BROKEN ARROW ORDINANCE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018.  
 ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

\\civil-server\projects\24\0256 Timber Ridge Industrial Subdivision\Drawings\PRODUCTION\PLAT\24\0256 Preliminary Plat.dwg PLOT: 5/19/23 ORIG SIZE: 24"x36"



# City of Broken Arrow

## Request for Action

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**File #:** 25-490, **Version:** 1

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**Broken Arrow Planning Commission  
04-10-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of PR-000741-2025|PT-002068-2025, Conditional Final Plat, Brook Chase Phase III, 28.67 acres, 113 Lots, RS-4 (Single Family Residential), located one-quarter mile north of Washington Street (91<sup>st</sup> Street), one-eighth mile west of 23<sup>rd</sup> Street (193<sup>rd</sup> E. Avenue/County Line Road)

**Background:**

**Applicant:** Mikel Vanover, Olsson, Inc.  
**Owner:** Dave Cocolin, Eagle 1 Investments  
**Developer:** N/A  
**Engineer:** Mikel Vanover & Austin Mayes, Olsson, Inc.  
**Location:** One-quarter mile north of Washington Street, one-eighth mile west of 23rd Street  
**Size of Tract** 28.67 acres  
**Number of Lots:** 113  
**Present Zoning:** A-1 (Agricultural)  
**Proposed Zoning:** RS-4 (Single Family Residential)  
**Comp Plan:** Level 2 (Urban Residential)

PT-002068-2025, the conditional final plat for Brook Chase Phase III, contains 113 lots on 28.67 acres. This property, which is located west of 23rd Street (193rd Avenue/County Line Road) and north of Washington Street (91st Street), has been approved for rezoning from A-1 (Agricultural) to RS-4 (Single-Family Residential), subject to the property being platted.

Single-family lots encompass the majority of the proposed plat, and these lots generally meet the minimum standards of the RS-4 zoning district. A portion of the proposed plat also provides land designated as reserve areas which can serve as stormwater detention and be used for neighborhood amenities. Primary access to this development will be provided on Washington Street by way of 16th Street accessed through the adjoining subdivision Brook Chase Phase I.

According to FEMA maps, the eastern portion of this 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 April 1, 2025, where the stakeholders did not have any comments.

**Attachments:** Checklist

Conditional Final Plat

**Recommendation:**

Staff recommends PR-000741-2024|PT-002068-2025, conditional final plat for Brook Chase Phase III, be approved subject to the attached checklist.

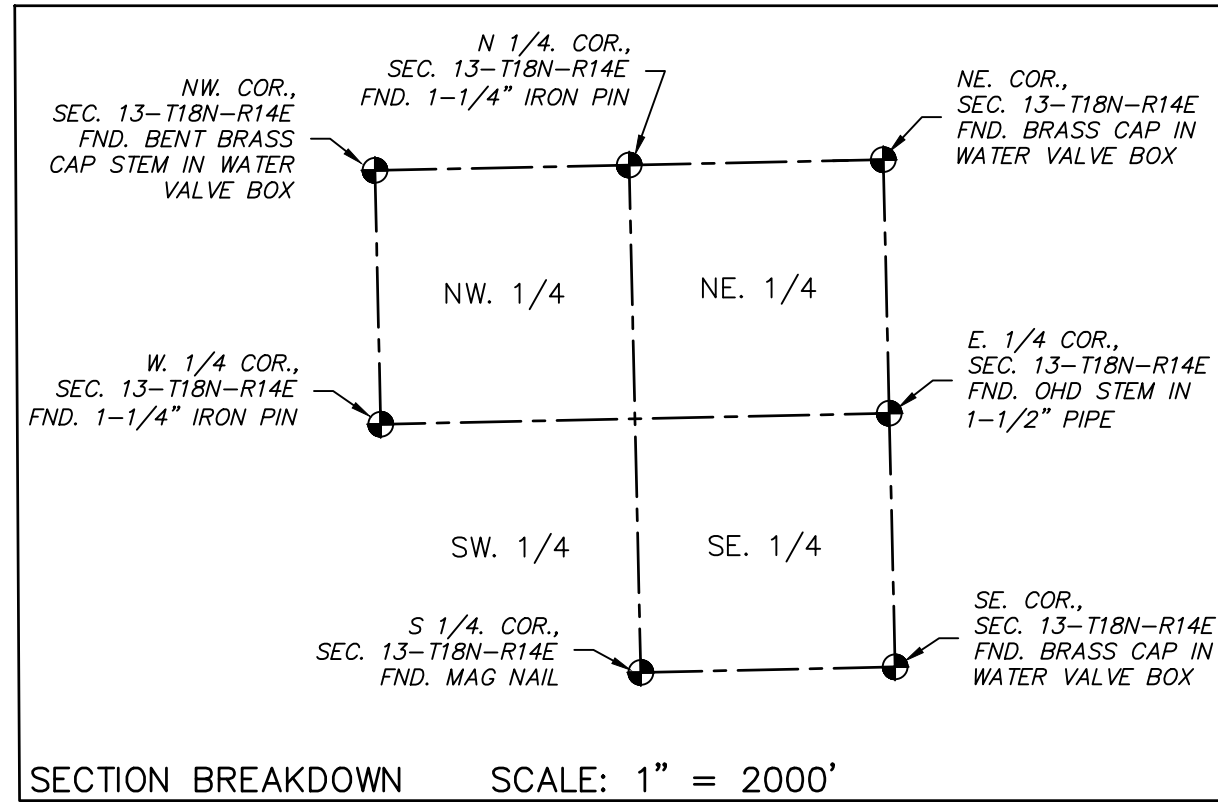
**Reviewed by: Amanda Yamaguchi**

**Approved by: Rocky Henkel**

MEH

# CONDITIONAL FINAL PLAT BROOK CHASE PHASE III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



**OWNER:**  
EAGLE I INVESTMENTS, LLC  
DAVE COCOLIN, MANAGER  
P.O. BOX 472106  
TULSA, OK 74147  
918-629-9671  
EMAIL: DAVE@PARADIGMTULSA.COM

**ENGINEER:**  
OLSSON, INC.  
AUSTIN MAYES, PE  
OK C.A. No. 2483 (PE/L.S)  
EXPIRES JUNE 30, 2025  
1717 S. BOULDER AVE., STE 600  
TULSA, OK 74119  
918-376-4294  
EMAIL: AMAYES@OLSSON.COM

**SURVEYOR:**  
OLSSON, INC.  
DARREL RAY MASON, OKPLS 1690  
OK C.A. No. 2483 (PE/L.S)  
EXPIRES JUNE 30, 2025  
11600 BROADWAY EXTENSION, SUITE 300  
OKLAHOMA CITY, OK 73114  
405-242-6000  
EMAIL: DMASON@OLSSON.COM

**ZONING REQUIREMENTS**  
CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 55'  
MIN. LOT AREA: 6,500 S.F.  
MIN. FRONT BUILDING SETBACK: 20'  
MIN. SIDE YARD SETBACK (BOTH): 10'  
MIN. SIDE YARD SETBACK (ONE): 5'  
MIN. REAR YARD SETBACK: 20'  
MAX. HEIGHT: 35'

**PLAT DATA**  
SUBDIVISION CONTAINS 113 LOTS ON 3 BLOCKS  
TOTAL AREA = 1,248,763.54 SF (28.67 AC)

**UTILITY NOTES:**  
WATER SERVICE BY CITY OF BROKEN ARROW.  
SANITARY SERVICE BY CITY OF BROKEN ARROW.

**FLOOD ZONE**  
FEMA MAP NUMBER 40143C0392L,  
PANEL NUMBER 0392L  
ZONE X AND ZONE AE  
MAP REVISED SEPT 30, 2016

**BASIS OF BEARINGS**  
OKLAHOMA STATE PLANE COORDINATE SYSTEM,  
NORTH ZONE: 3501 THE SOUTH LINE OF THE SE/4 OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA S88°45'03"W

**BENCHMARK**  
BENCHMARK NAME: BA 26  
DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-STAMPED "BA 26" SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83  
NORTHING: 383229.887  
EASTING: 2630291.884  
VERTICAL DATUM: NAVD 88 ELEV. 670.307

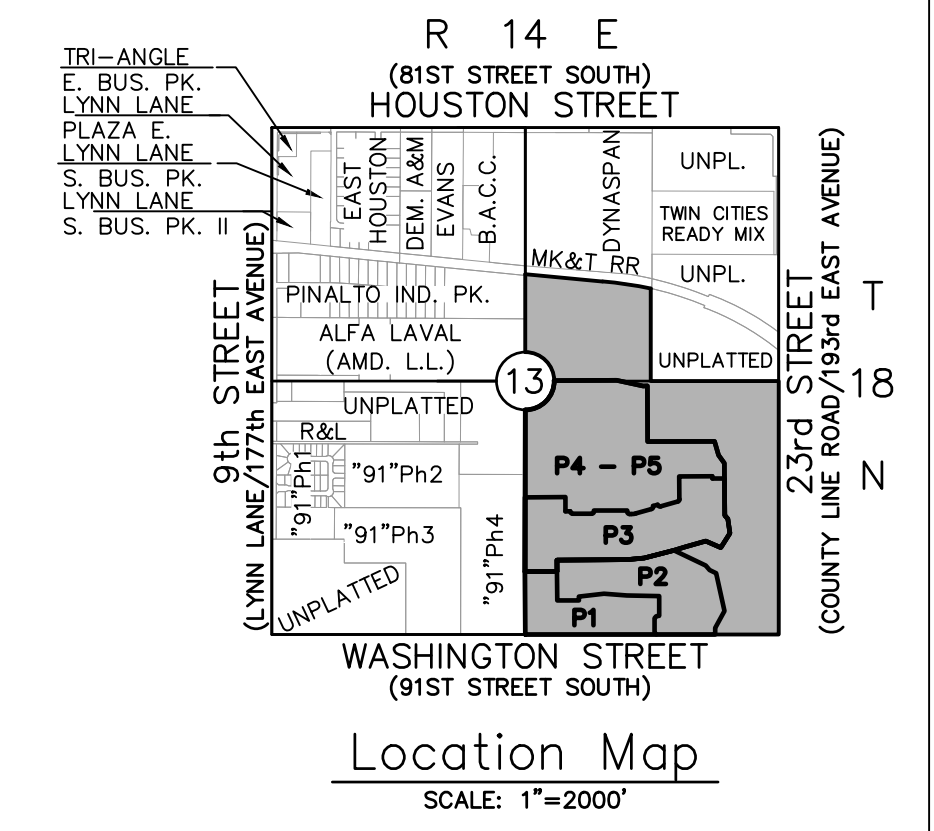
**P03**  
Include document numbers for all easements dedicated by separate instrument once they have been recorded

PROP. UTILITY EASEMENT BY SEPARATE INSTRUMENT

UNPLATTED OWNER: EAGLE I INVESTMENTS, LLC



**P01**  
These addresses are even numbers while the rest of the block are odd numbers, and even numbers appear across the street. Please ensure consistency in address numbers.



- LEGEND AND ABBREVIATIONS**
- PROPERTY BOUNDARY LINE
  - PROPOSED RIGHT OF WAY
  - PROPOSED LOT LINE
  - PROPOSED BUILDING SETBACK
  - PROPOSED EASEMENT LINE
  - EXISTING LOT LINE
  - EXISTING EASEMENT LINE
  - FLOODWAY
  - FLOODPLAIN
  - 1 BLOCK NUMBER
  - 1916 LOT ADDRESS
  - SECTION CORNER
  - U.E. UTILITY EASEMENT
  - D.E. DRAINAGE EASEMENT
  - S.E. STORMWATER EASEMENT
  - O.D.E. OVERLAND DRAINAGE EASEMENT
  - A.E. ACCESS EASEMENT
  - W.E. WATER LINE EASEMENT
  - B.L. BUILDING LINE
  - EX. EXISTING
  - L.N.A. LIMITS OF NO ACCESS
  - ROW RIGHT OF WAY
  - RES. RESERVE
  - ESMT. EASEMENT
  - S.B. SETBACK

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

Mayor \_\_\_\_\_

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

ALL WEDGE-SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE.

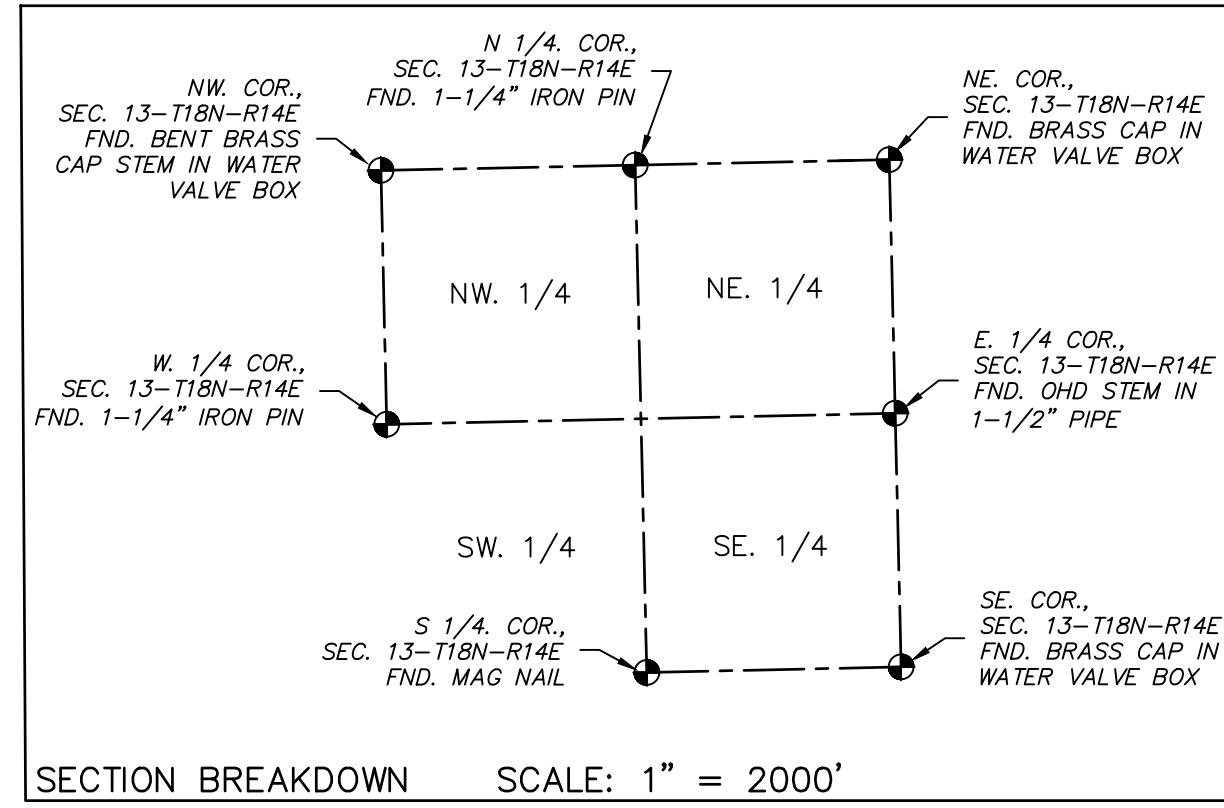
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**P02**  
Change the case number back to the project number, PR-000741-2024

CURVE TABLE																	
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	090°05'06"	39.31	S43°43'48"W	35.38	C13	25.00	092°45'51"	40.48	N47°41'40"W	36.20	C25	50.00	170°53'41"	149.13	S35°56'43"W	99.68
C2	50.00	090°35'49"	79.07	N43°59'19"E	71.08	C14	1030.00	006°54'51"	124.29	S85°18'56"W	124.22	C26	25.00	048°11'23"	21.03	N82°42'08"W	20.41
C3	25.00	048°11'23"	21.03	N25°24'26"W	20.41	C15	1030.00	008°39'20"	155.60	S77°31'51"W	155.45	C27	50.00	074°30'55"	65.03	N35°56'43"E	60.54
C4	50.00	186°27'52"	162.71	N43°43'48"E	99.84	C16	1005.00	008°40'12"	152.08	S77°32'17"E	151.93	C28	25.00	074°30'55"	32.51	N35°56'43"E	30.27
C5	25.00	048°11'23"	21.03	S67°07'57"E	20.41	C17	980.00	008°40'12"	148.29	N77°32'17"E	148.15	C29	25.00	090°00'00"	39.27	S61°47'49"E	35.36
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C18	225.00	074°30'55"	292.62	S35°56'43"W	272.43	C30	25.00	090°00'00"	39.27	N28°12'11"E	35.36
C7	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C19	200.00	074°30'55"	260.11	S35°56'43"W	242.16	C31	225.00	015°18'49"	60.14	S80°51'35"W	59.96
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33	C20	175.00	074°30'55"	227.59	N35°56'43"E	211.89	C32	200.00	015°18'49"	53.45	N80°51'35"E	53.30
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C21	525.00	005°49'02"	53.30	S04°12'56"E	53.28	C33	175.00	015°18'49"	46.77	N80°51'35"E	46.63
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C22	500.00	006°06'48"	53.35	S04°21'49"E	53.32	C34	25.00	090°10'15"	39.34	S46°23'52"E	35.41
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C23	475.00	006°26'26"	53.39	N04°31'38"W	53.37	C35	25.00	089°49'45"	39.20	S43°36'08"W	35.30
C12	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C24	25.00	048°11'23"	21.03	S25°24'26"E	20.41						

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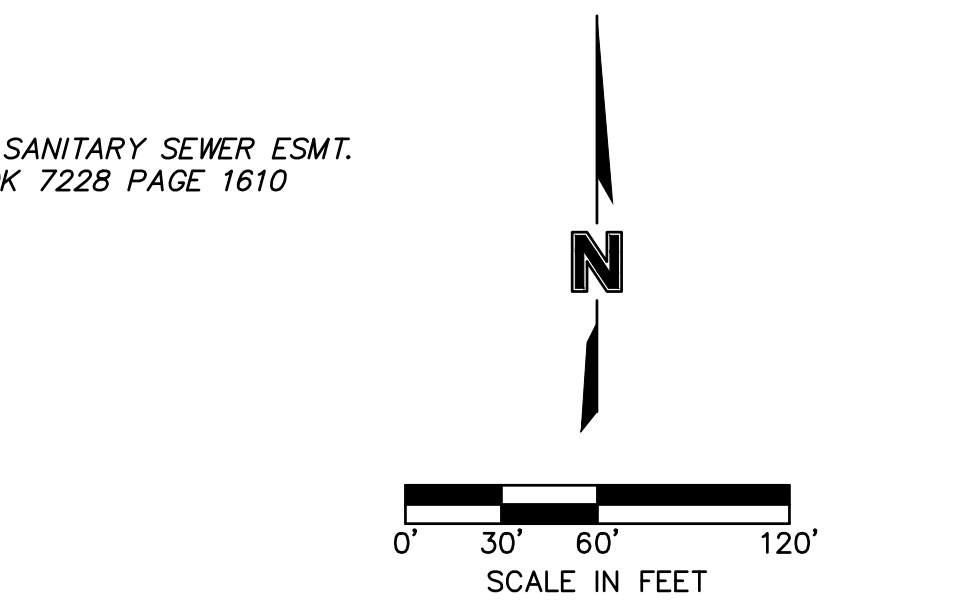
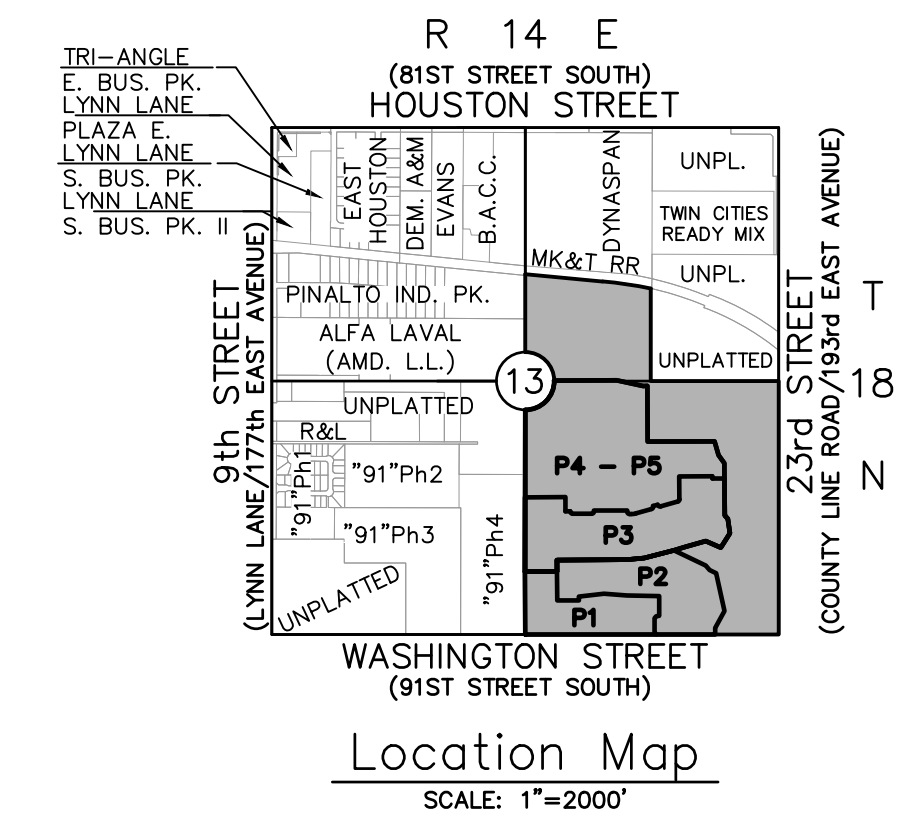
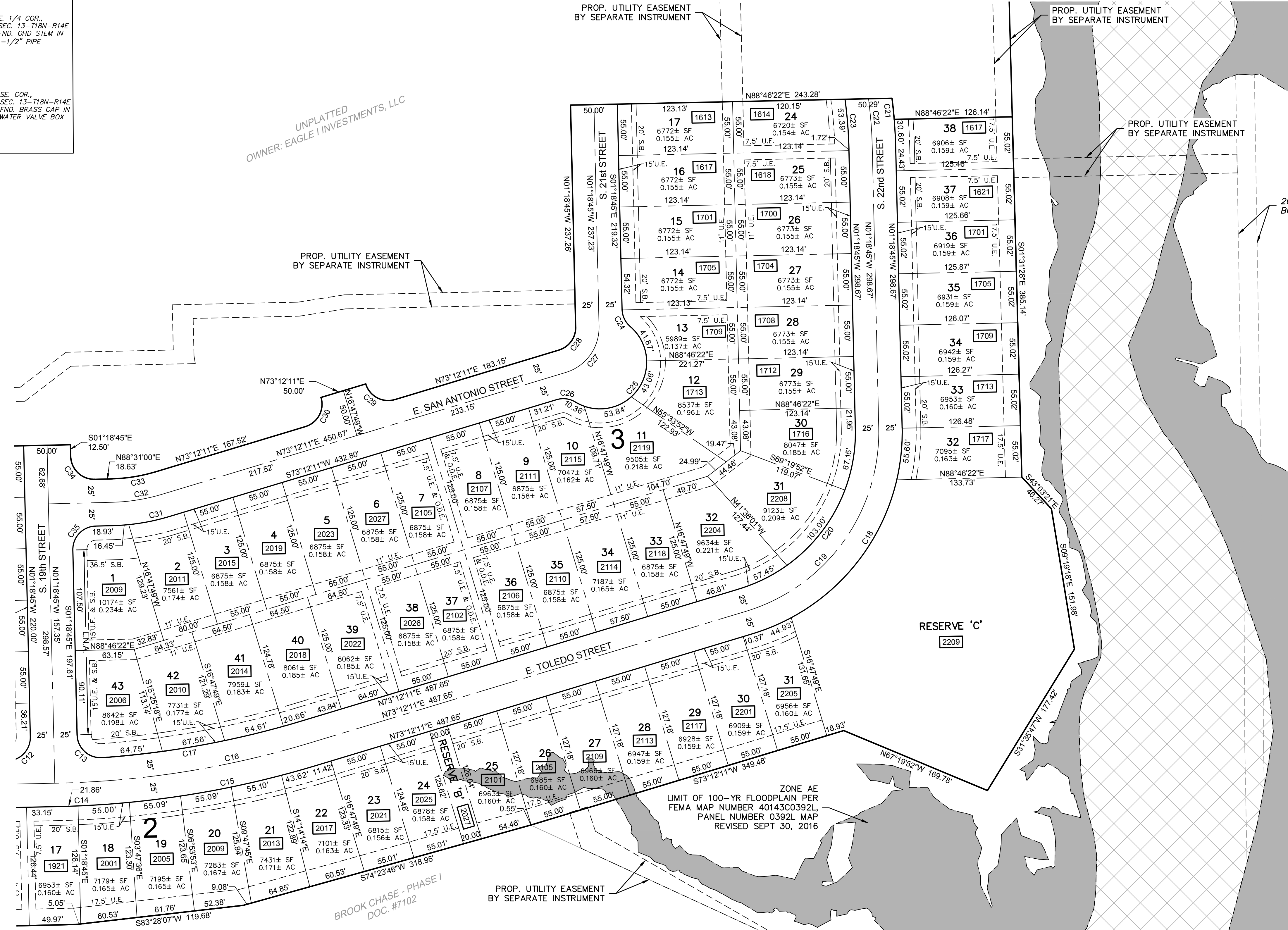
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**FLOOD ZONE**  
FEMA MAP NUMBER 40143C0392L,  
PANEL NUMBER 0392L  
ZONE X  
MAP REVISED SEPT 30, 2016

**BASIS OF BEARINGS**  
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NORTH ZONE: 3501 THE SOUTH LINE OF THE SE/4  
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- LEGEND AND ABBREVIATIONS**
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S.B. SETBACK

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C7	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C19	200.00	074°30'55"	260.11	S35°56'43"W	242.16	C31	225.00	015°18'49"	60.14	S80°51'35"W	59.96
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33	C20	175.00	074°30'55"	227.59	N35°56'43"E	211.89	C32	200.00	015°18'49"	53.45	N80°51'35"E	53.30
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C21	525.00	005°49'02"	53.30	S04°12'56"E	53.28	C33	175.00	015°18'49"	46.77	N80°51'35"E	46.63
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C22	500.00	006°06'48"	53.35	S04°21'49"E	53.32	C34	25.00	090°10'15"	39.34	S46°23'52"E	35.41
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C23	475.00	006°26'26"	53.39	N04°31'38"W	53.37	C35	25.00	089°49'45"	39.20	S43°36'08"W	35.30
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CONDITIONAL FINAL PLAT  
BROOK CHASE PHASE III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

- N. MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.
- O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.
- P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.
- Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.
- R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.
- S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.
- T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.
- V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.
- Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:
  - (A) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.
  - (B) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION V. MISCELLANEOUS PROVISIONS

- 1. DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR TULSA COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION V.2 HEREOF.
- 2. AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TULSA, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.
- 3. EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEVEISED OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.
- 4. ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.
- 5. LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE. AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.
- 6. SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.
- 7. 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.
- 8. CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.
- 9. NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE PLAT OF: BROOK CHASE PHASE III AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH OUR CONSENT, AND THAT WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AS SHOWN ON THE PLAT, THAT THE EASEMENTS AS SHOWN ON THE PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THAT WE HEREBY GUARANTEE A CLEAR TITLE TO ALL LANDS SO DEDICATED FROM OURSELVES, OUR HEIRS, OR ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTERS CERTIFICATE.

IN WITNESS THEREOF, EAGLE I INVESTMENTS, BEING THE OWNERS OF BROOK CHASE PHASE III, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
SIGNATURE TITLE  
STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED DAVE COCOLIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF EAGLE I INVESTMENTS, LLC THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, DARREL RAY MASON, A DULY REGISTERED LAND SURVEYOR 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 SAID PLAT DESIGNATED HEREIN AS "BROOK CHASE PHASE III", A SUBDIVISION IN BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY THAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN OKLAHOMA.

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

\_\_\_\_\_  
SIGNATURE  
STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED DARREL RAY MASON TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
EXPIRATION DATE NOTARY PUBLIC

CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED BROOK CHASE PHASE III HAS BEEN FILED INTO TULSA COUNTY RECORDS.

\_\_\_\_\_  
MICHAEL WILLIS, TULSA COUNTY CLERK

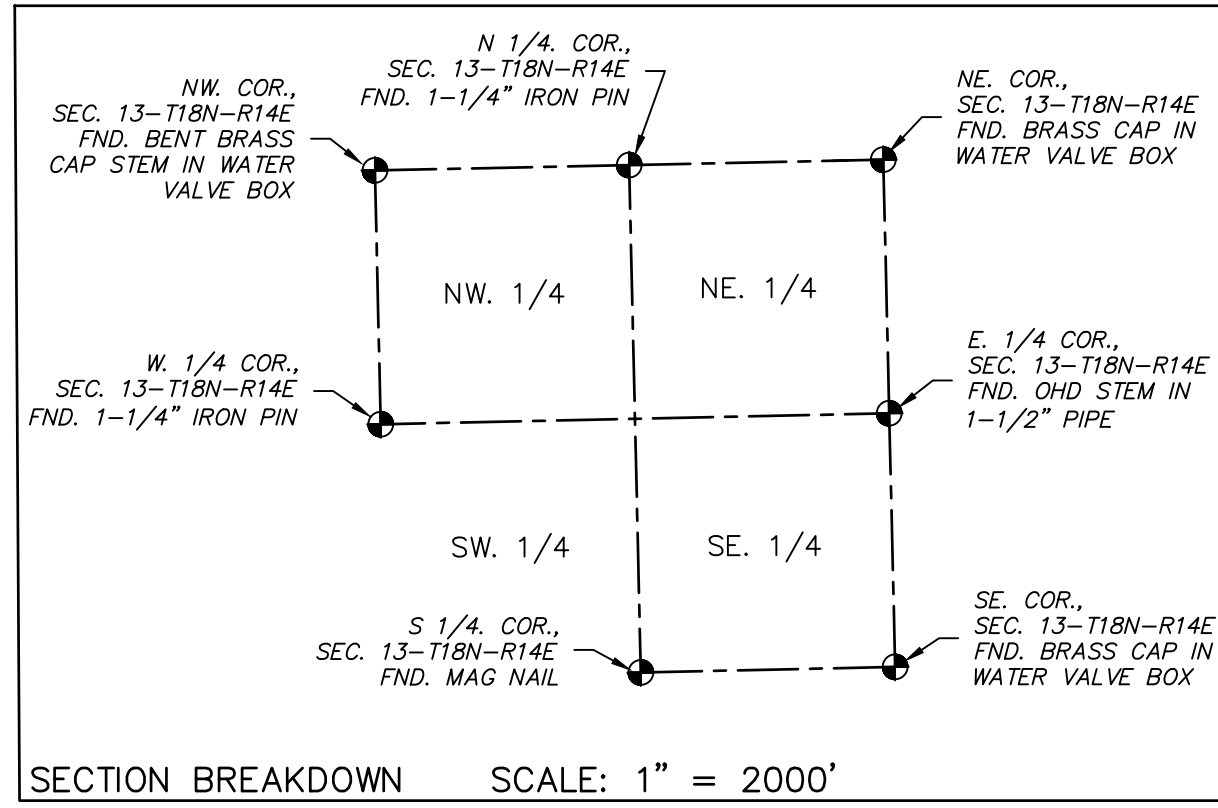
CERTIFICATE OF TULSA COUNTY TREASURER

I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2024 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS BROOK CHASE PHASE III.

\_\_\_\_\_  
JOHN M. FOTHERGILL, TULSA COUNTY TREASURER

# CONDITIONAL FINAL PLAT BROOK CHASE PHASE III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



**OWNER:**  
EAGLE I INVESTMENTS, LLC  
DAVE COCOLIN, MANAGER  
P.O. BOX 472106  
TULSA, OK 74147  
918-629-9671  
EMAIL: DAVE@PARADIGMTULSA.COM

**ENGINEER:**  
OLSSON, INC.  
AUSTIN MAYES, PE  
OK C.A. No. 2483 (PE/L.S.)  
EXPIRES JUNE 30, 2025  
1717 S. BOULDER AVE., STE 600  
TULSA, OK 74119  
918-376-4294  
EMAIL: AMAYES@OLSSON.COM

**SURVEYOR:**  
OLSSON, INC.  
DARREL RAY MASON, OKPLS 1690  
OK C.A. No. 2483 (PE/L.S.)  
EXPIRES JUNE 30, 2025  
11600 BROADWAY EXTENSION, SUITE 300  
OKLAHOMA CITY, OK 73114  
405-242-6000  
EMAIL: DMASON@OLSSON.COM

**ZONING REQUIREMENTS**  
CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 55'  
MIN. LOT AREA: 6,500 S.F.  
MIN. FRONT BUILDING SETBACK: 20'  
MIN. SIDE YARD SETBACK (BOTH): 10'  
MIN. SIDE YARD SETBACK (ONE): 5'  
MIN. REAR YARD SETBACK: 20'  
MAX. HEIGHT: 35'

**PLAT DATA**  
SUBDIVISION CONTAINS 113 LOTS ON 3 BLOCKS  
TOTAL AREA = 1,248,763.54 SF (28.67 AC)

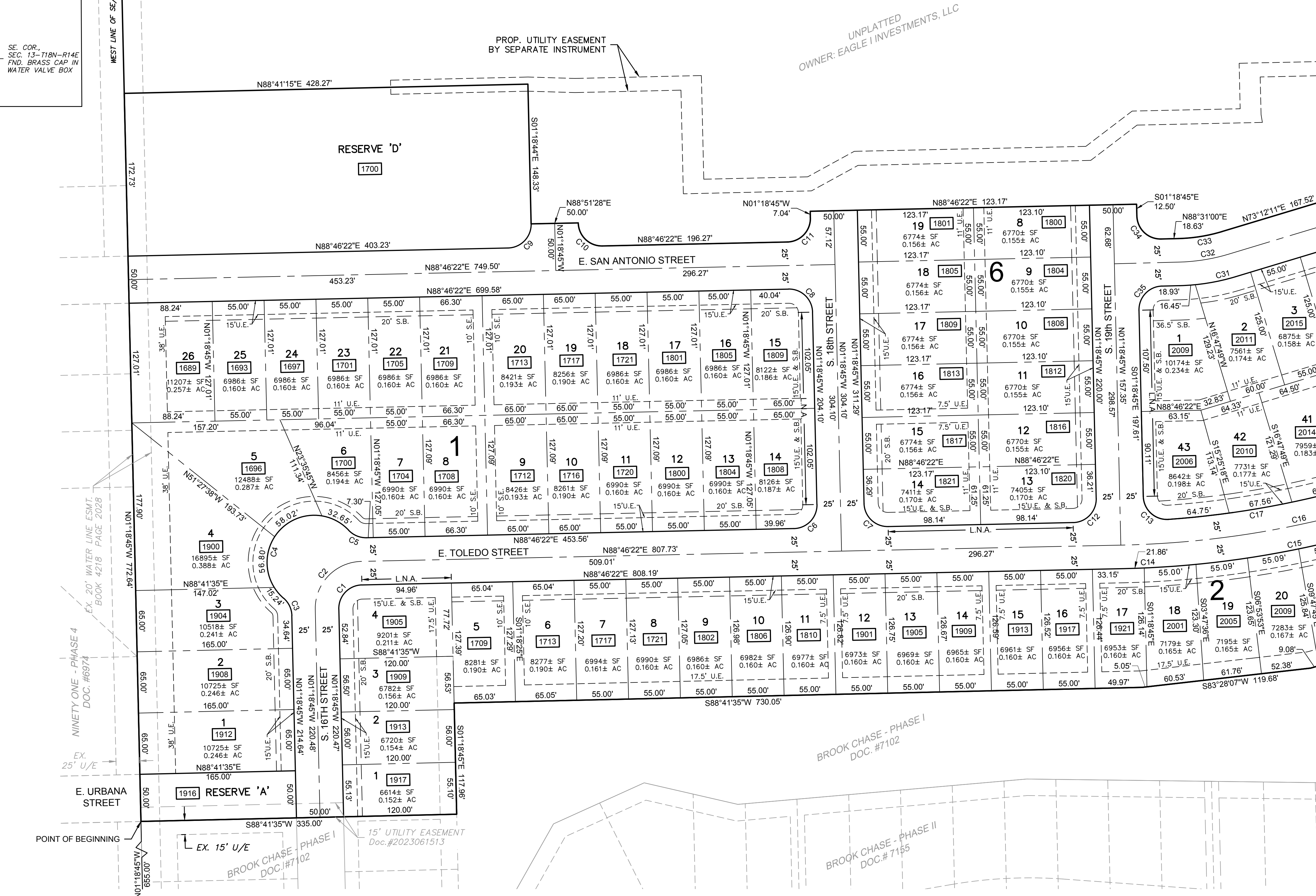
**UTILITY NOTES:**  
WATER SERVICE BY CITY OF BROKEN ARROW.  
SANITARY SERVICE BY CITY OF BROKEN ARROW.

**FLOOD ZONE**  
FEMA MAP NUMBER 40143C0392L,  
PANEL NUMBER 0392L  
ZONE X AND ZONE AE  
MAP REVISED SEPT 30, 2016

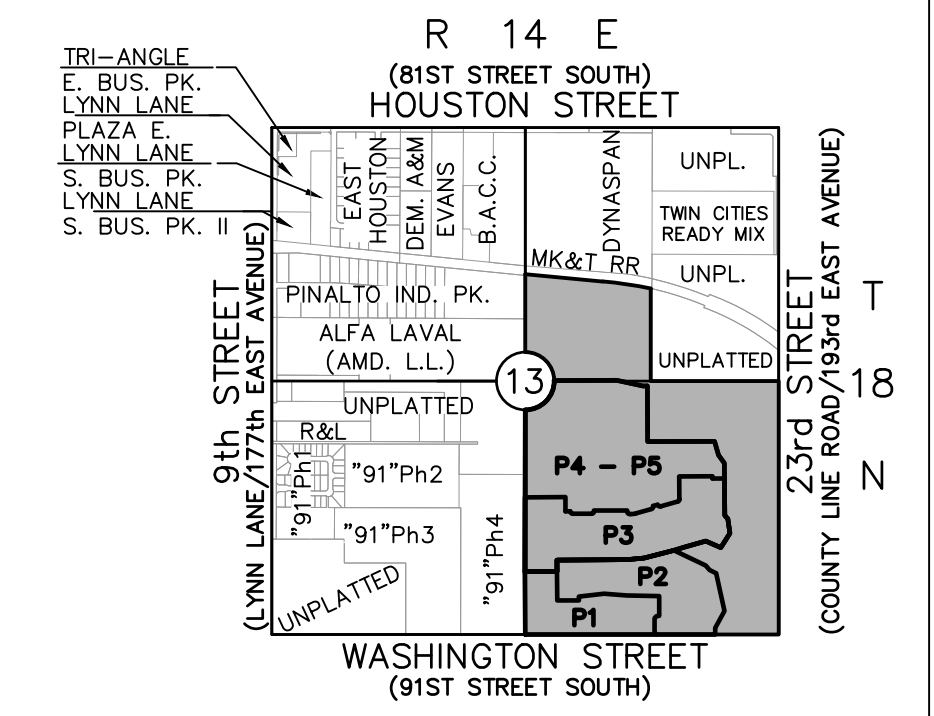
**BASIS OF BEARINGS**  
OKLAHOMA STATE PLANE COORDINATE SYSTEM,  
NORTH ZONE: 3501 THE SOUTH LINE OF THE SE/4  
OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE  
14 EAST, TULSA COUNTY, STATE OF OKLAHOMA  
S88°45'03"W

**BENCHMARK**  
BENCHMARK NAME: BA 26  
DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM  
CAP-FLUSH-STAMPED "BA 26"  
SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83  
NORTHING: 383229.887  
EASTING: 2630291.884  
VERTICAL DATUM: NAVD 88 ELEV. 670.307



CURVE TABLE																	
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	090°05'06"	39.31	S43°43'48"W	35.38	C13	25.00	092°45'51"	40.48	N47°41'40"W	36.20	C25	50.00	170°53'41"	149.13	S35°56'43"W	99.68
C2	50.00	090°35'49"	79.07	N43°59'19"E	71.08	C14	1030.00	006°54'51"	124.29	S85°18'56"W	124.22	C26	25.00	048°11'23"	21.03	N82°42'08"W	20.41
C3	25.00	048°11'23"	21.03	N25°24'26"W	20.41	C15	1030.00	008°39'20"	155.60	S77°31'51"W	155.45	C27	50.00	074°30'55"	65.03	N35°56'43"E	60.54
C4	50.00	186°27'52"	162.71	N43°43'48"E	99.84	C16	1005.00	008°40'12"	152.08	S77°32'17"W	151.93	C28	25.00	074°30'55"	32.51	N35°56'43"E	30.27
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C12	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C24	25.00	048°11'23"	21.03	S25°24'26"E	20.41						



- LEGEND AND ABBREVIATIONS**
- PROPERTY BOUNDARY LINE
  - PROPOSED RIGHT OF WAY
  - PROPOSED LOT LINE
  - PROPOSED BUILDING SETBACK
  - PROPOSED EASEMENT LINE
  - EXISTING LOT LINE
  - EXISTING EASEMENT LINE
  - FLOODWAY
  - FLOODPLAIN
  - 1 BLOCK NUMBER
  - 1 LOT ADDRESS
  - SECTION CORNER
  - U.E. UTILITY EASEMENT
  - D.E. DRAINAGE EASEMENT
  - S.E. STORMWATER EASEMENT
  - O.D.E. OVERLAND DRAINAGE EASEMENT
  - A.E. ACCESS EASEMENT
  - W.E. WATER LINE EASEMENT
  - B.L. BUILDING LINE
  - EX. EXISTING
  - L.N.A. LIMITS OF NO ACCESS
  - ROW RIGHT OF WAY
  - RES. RESERVE
  - ESMT. EASEMENT
  - S.B. SETBACK

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

Mayor \_\_\_\_\_

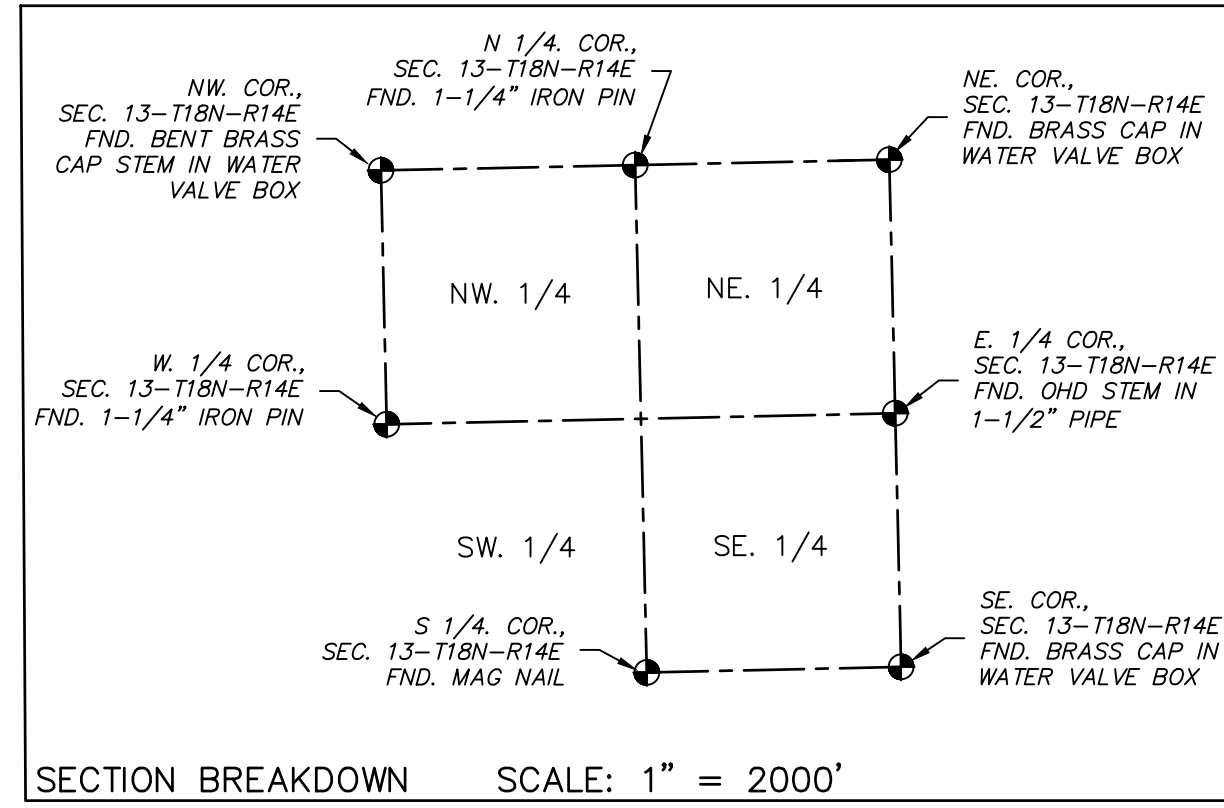
Attest: City Clerk \_\_\_\_\_

ALL WEDGE-SHAPED LOTS ARE A MINIMUM  
OF 55' IN WIDTH AT THE BUILD LINE.

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

# CONDITIONAL FINAL PLAT BROOK CHASE PHASE III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



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OK C.A. No. 2483 (PE/LS)  
EXPIRES JUNE 30, 2025  
11600 BROADWAY EXTENSION, SUITE 300  
OKLAHOMA CITY, OK 73114  
405-242-6000  
EMAIL: DMASON@OLSSON.COM

**ZONING REQUIREMENTS**  
CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 55'  
MIN. LOT AREA: 6,500 S.F.  
MIN. FRONT BUILDING SETBACK: 20'  
MIN. SIDE YARD SETBACK (BOTH): 10'  
MIN. SIDE YARD SETBACK (ONE): 5'  
MIN. REAR YARD SETBACK: 20'  
MAX. HEIGHT: 35'

**PLAT DATA**  
SUBDIVISION CONTAINS 113 LOTS ON 3 BLOCKS  
TOTAL AREA = 1,248,763.54 SF (28.67 AC)

**UTILITY NOTES:**  
WATER SERVICE BY CITY OF BROKEN ARROW.  
SANITARY SERVICE BY CITY OF BROKEN ARROW.

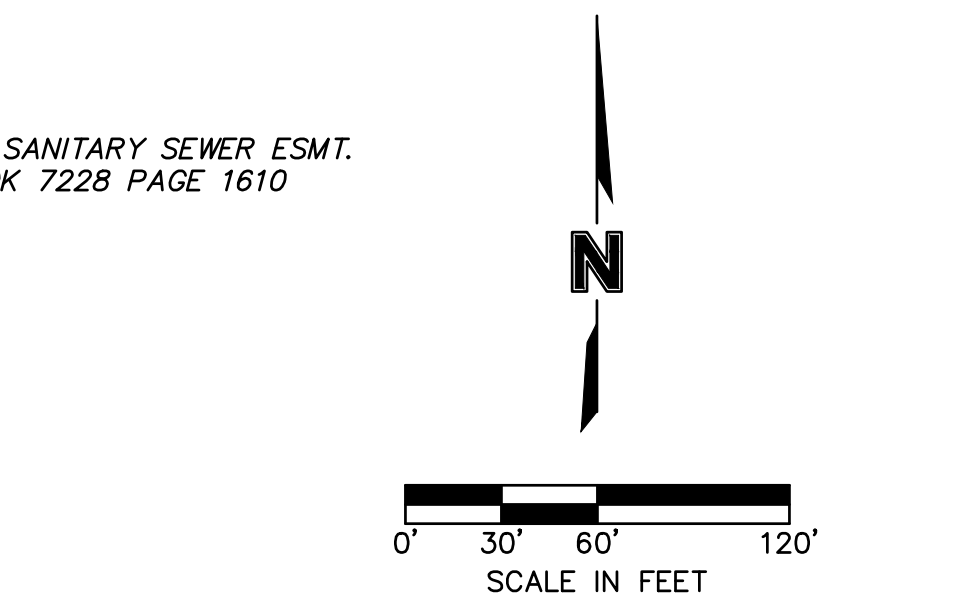
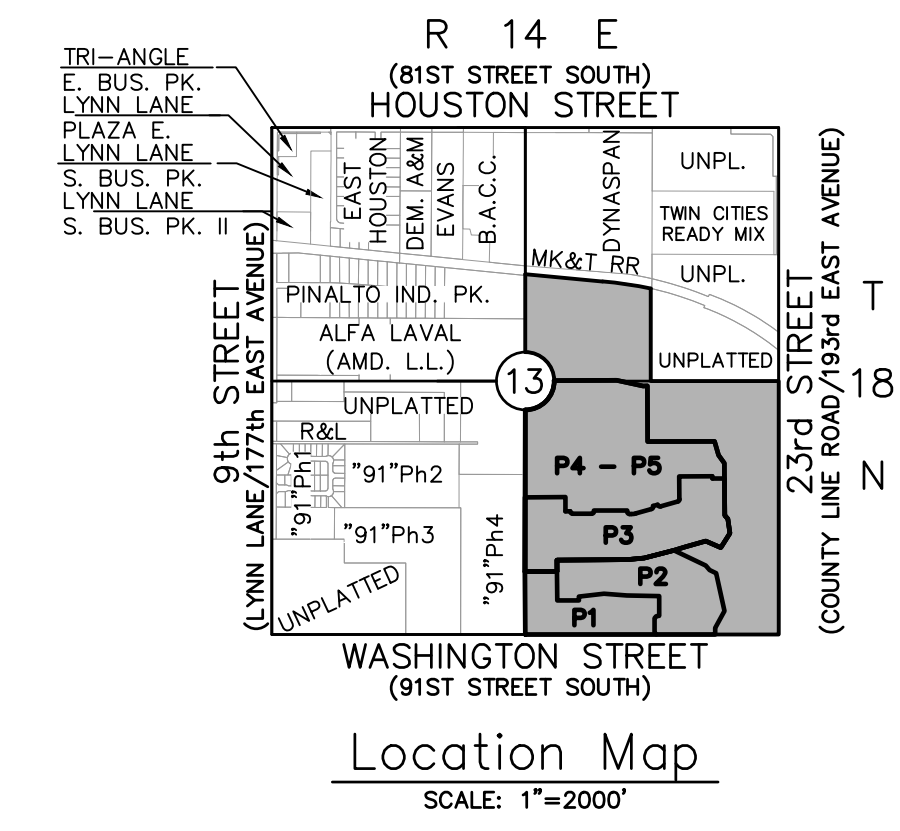
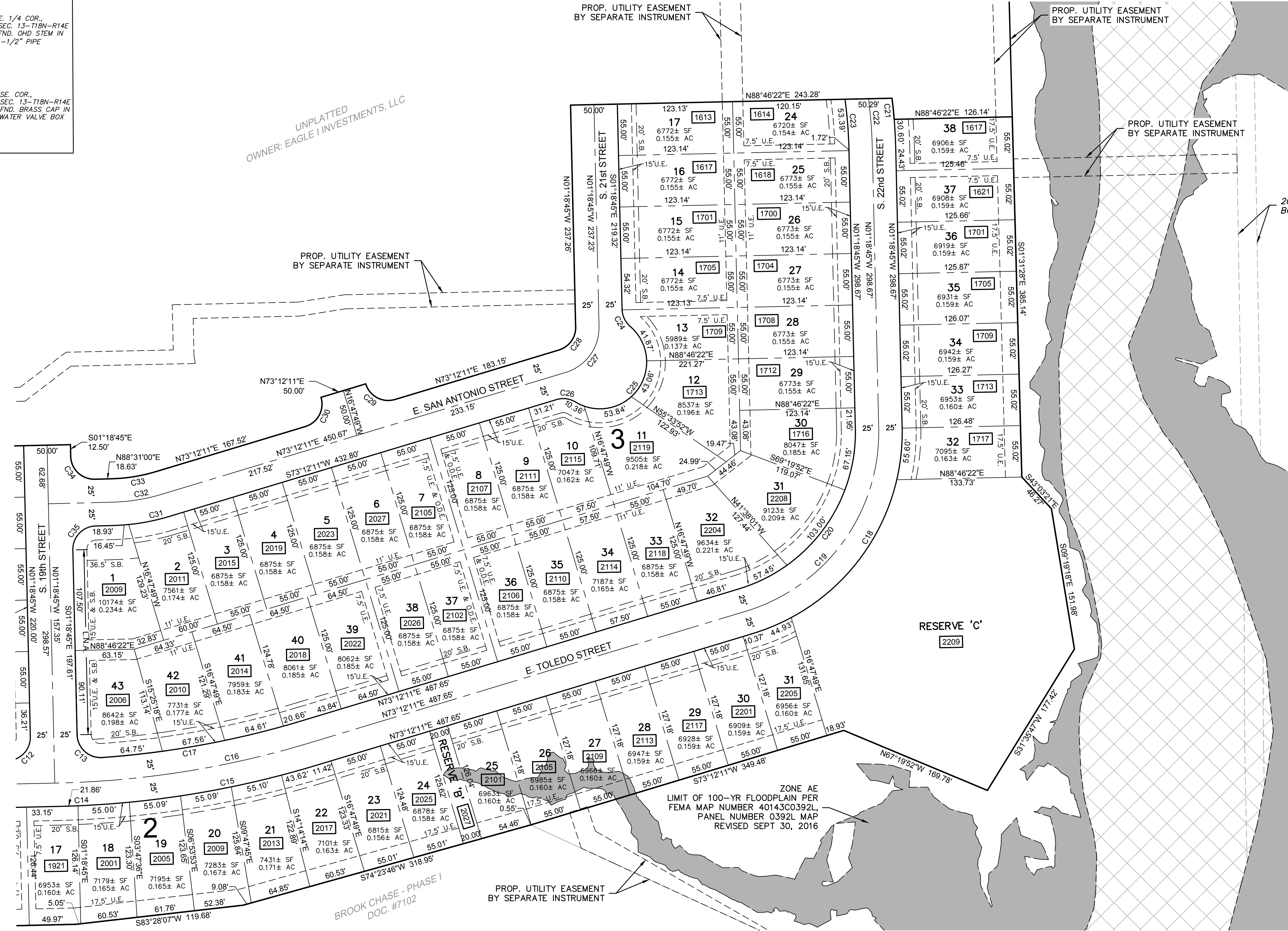
**FLOOD ZONE**  
FEMA MAP NUMBER 40143C0392L,  
PANEL NUMBER 0392L  
ZONE X  
MAP REVISED SEPT 30, 2016

**BASIS OF BEARINGS**  
OKLAHOMA STATE PLANE COORDINATE SYSTEM,  
NORTH ZONE: 3501 THE SOUTH LINE OF THE SE/4  
OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE  
14 EAST, TULSA COUNTY, STATE OF OKLAHOMA  
S88°45'03"W

**BENCHMARK**  
BENCHMARK NAME: BA 26

DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM  
CAP-FLUSH-STAMPED "BA 26"  
SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83  
NORTHING: 383229.887  
EASTING: 2630291.884  
VERTICAL DATUM: NAVD 88 ELEV. 670.307



- LEGEND AND ABBREVIATIONS**
- PROPERTY BOUNDARY LINE
  - - - PROPOSED RIGHT OF WAY
  - - - PROPOSED LOT LINE
  - - - PROPOSED BUILDING SETBACK
  - - - PROPOSED EASEMENT LINE
  - - - EXISTING LOT LINE
  - - - EXISTING EASEMENT LINE
  - ▨ FLOODWAY
  - ▨ FLOODPLAIN
- 1 BLOCK NUMBER  
1 LOT NUMBER  
1916 LOT ADDRESS  
• SECTION CORNER
- U.E. UTILITY EASEMENT  
D.E. DRAINAGE EASEMENT  
S.E. STORMWATER EASEMENT  
O.D.E. OVERLAND DRAINAGE EASEMENT  
A.E. ACCESS EASEMENT  
W.E. WATER LINE EASEMENT  
B.L. BUILDING LINE  
EX. EXISTING  
L.N.A. LIMITS OF NO ACCESS  
ROW. RIGHT OF WAY  
RES. RESERVE  
ESMT. EASEMENT  
S.B. SETBACK

ALL WEDGE-SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE.

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

CURVE TABLE

CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	090°05'06"	39.31	S43°43'48"W	35.38	C13	25.00	092°45'51"	40.48	N47°41'40"W	36.20	C25	50.00	170°53'41"	149.13	S35°56'43"W	99.68
C2	50.00	090°35'49"	79.07	N43°59'19"E	71.08	C14	1030.00	006°54'51"	124.29	S85°18'56"W	124.22	C26	25.00	048°11'23"	21.03	N82°42'08"W	20.41
C3	25.00	048°11'23"	21.03	N25°24'26"W	20.41	C15	1030.00	008°39'20"	155.60	S77°31'51"W	155.45	C27	50.00	074°30'55"	65.03	N35°56'43"E	60.54
C4	50.00	186°27'52"	162.71	N43°43'48"E	99.84	C16	1005.00	008°40'12"	152.08	S77°32'17"W	151.93	C28	25.00	074°30'55"	32.51	N35°56'43"E	30.27
C5	25.00	048°11'23"	21.03	S67°07'57"E	20.41	C17	980.00	008°40'12"	148.29	N77°32'17"E	148.15	C29	25.00	090°00'00"	39.27	S61°47'49"E	35.36
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C18	225.00	074°30'55"	292.62	S35°56'43"W	272.43	C30	25.00	090°00'00"	39.27	N28°12'11"E	35.36
C7	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C19	200.00	074°30'55"	260.11	S35°56'43"W	242.16	C31	225.00	015°18'49"	60.14	S80°51'35"W	59.96
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33	C20	175.00	074°30'55"	227.59	N35°56'43"E	211.89	C32	200.00	015°18'49"	53.45	N80°51'35"E	53.30
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C21	525.00	005°49'02"	53.30	S04°12'56"E	53.28	C33	175.00	015°18'49"	46.77	N80°51'35"E	46.63
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C22	500.00	006°06'48"	53.35	S04°21'49"E	53.32	C34	25.00	090°10'15"	39.34	S46°23'52"E	35.41
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C23	475.00	006°26'26"	53.39	N04°31'38"W	53.37	C35	25.00	089°49'45"	39.20	S43°36'08"W	35.30
C12	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C24	25.00	048°11'23"	21.03	S25°24'26"E	20.41						





CONDITIONAL FINAL PLAT  
BROOK CHASE PHASE III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

- N. MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.
- O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.
- P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.
- Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.
- R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.
- S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.
- T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.
- V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.
- Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:
  - (A) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.
  - (B) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION V. MISCELLANEOUS PROVISIONS

- 1. DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR TULSA COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION V.2 HEREOF.
- 2. AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TULSA, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.
- 3. EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEVEISED OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.
- 4. ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.
- 5. LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE. AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.
- 6. SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.
- 7. 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.
- 8. CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.
- 9. NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE PLAT OF: BROOK CHASE PHASE III AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH OUR CONSENT, AND THAT WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AS SHOWN ON THE PLAT, THAT THE EASEMENTS AS SHOWN ON THE PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THAT WE HEREBY GUARANTEE A CLEAR TITLE TO ALL LANDS SO DEDICATED FROM OURSELVES, OUR HEIRS, OR ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTERS CERTIFICATE.

IN WITNESS THEREOF, EAGLE I INVESTMENTS, BEING THE OWNERS OF BROOK CHASE PHASE III, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
SIGNATURE TITLE  
STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED DAVE COCOLIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF EAGLE I INVESTMENTS, LLC THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, DARREL RAY MASON, A DULY REGISTERED LAND SURVEYOR 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 SAID PLAT DESIGNATED HEREIN AS "BROOK CHASE PHASE III", A SUBDIVISION IN BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY THAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN OKLAHOMA.

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

\_\_\_\_\_  
SIGNATURE  
STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED DARREL RAY MASON TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
EXPIRATION DATE NOTARY PUBLIC

CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED BROOK CHASE PHASE III HAS BEEN FILED INTO TULSA COUNTY RECORDS.

\_\_\_\_\_  
MICHAEL WILLIS, TULSA COUNTY CLERK

CERTIFICATE OF TULSA COUNTY TREASURER

I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2024 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS BROOK CHASE PHASE III.

\_\_\_\_\_  
JOHN M. FOTHERGILL, TULSA COUNTY TREASURER



# City of Broken Arrow

## Request for Action

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**File #: 25-393, Version: 1**

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**Broken Arrow Planning Commission  
04-10-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Consideration, discussion and possible approval of a variance to section 5.1 of the Land Subdivision Code for Timber Ridge Business Park, approximately 3.08 acres, IL (Industrial Light)/PUD-259, located one half mile west of Evans Road (225<sup>th</sup> East Avenue) and south of Kenosha Street (71<sup>st</sup> Street)

**Background:**

**Applicant:** Tim Terral

**Owner:** Cheryl Pfeffer

**Developer:** N/A

**Location:** One half mile west of Evans Road (225<sup>th</sup> East Avenue) and south of Kenosha Street (71<sup>st</sup> Street)

**Size of Tract** Approximately 3.08 acres

**Number of Lots:** 1

**Present Zoning:** IL (Industrial Light)/PUD-259

**Comp Plan:** Level 6 (Regional Employment/Commercial)

This request for a variance is to allow for a lot split on the subject tract, to create 4 lots as shown on the attached Exhibit. The property has been platted as part of Lot 1, Block 1, Timber Ridge Business Park, is zoned IL (Industrial Light)/PUD-259 and is located approximately one half mile west of Evans Road (225<sup>th</sup> East Avenue) and south of Kenosha Street (71<sup>st</sup> Street).

Timber Ridge Business Park Plat was filed with Wagoner County on May 17<sup>th</sup>, 2019. The applicant has requested to split the subject property into 4 tracts. Section 5.1 of the Land Subdivision Code states that all lot splits which are non-exempt land divisions of platted or unplatted property resulting in the creation of no more than three (3) lots, including any remainders of the parent tract. Article 1 Section 1.4 provides the Planning Commission the authority in administration as a governing body. The applicant is requesting approval by the Planning Commission to create four lots from the original platted Lot 1 Block 1 Timber Ridge Business Park Plat.

A lot split application has not been applied for, but the applicant has expressed the desire to submit a lot split similar to the proposed exhibit if this variance is approved. This property is currently undeveloped.

**Attachments:**

Land Subdivision Code Section 5.1  
Exhibit  
Timber Ridge Business Park Plat

**Recommendation:**

Staff recommends that the variance to section 5.1 of the Land Subdivision Code for Timber Ridge Business Park, be approved.

**Reviewed By:           Amanda Yamaguchi**

**Approved By:           Rocky Henkel**

HMB





NCE NO. 3710

**An ordinance amending Section 5.1, Lot Splits of the Land Subdivision Code; repealing all ordinances or parts of ordinances in conflict herewith; and declaring an emergency.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:**

**SECTION I.** Section 5.1, Lot Splits of the Land Subdivision Code is hereby amended to read as follows:

**Lot Splits**

- a. **APPLICABILITY:** The procedures of this section may be used instead of the subdivision procedures for all:
  - 1) Lot splits, which are non-exempt land divisions of platted or unplatted property resulting in the creation of no more than three (3) lots, including any remainders of the parent tract and
  - 2) Lot combinations, which combine multiple, abutting lots into a single lot or alter the boundary between or reconfigure the shapes of abutting lots without creating more lots than existed before the lot line combination occurred.
- b. **SURVEY.** The Planning Commission may require applicants for a lot split to submit a sketch, plat, record of survey, and any other information it deems pertinent to its determination.
- c. **PUBLIC UTILITIES.** Applications for lot splits shall be signed by the Engineering and Construction Director, Utilities Department Director, or their designees, and the various private utilities to establish the existence of adequate public easements to serve the resulting lots prior to being submitted to the Planning Commission.
- d. **PLANNING COMMISSION REVIEW.** Any proposed lot split shall be submitted to the Planning Commission for review. If the Planning Commission is satisfied that such proposed lot split is not contrary to the applicable regulations, it shall approve such lot splits within thirty (30) days after submission, and upon presentation of a conveyance of said resulting parcel, shall stamp the same "I hereby certify that this Lot Split was approved by the Broken Arrow Planning Commission on \_\_\_\_\_ BAL No. \_\_\_\_\_" and be signed by the official designated by the Planning Commission

**SECTION II.** Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

**SECTION III.** An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

**PASSED AND APPROVED** and the emergency clause ruled upon separately this 16<sup>th</sup> day of August, 2021.

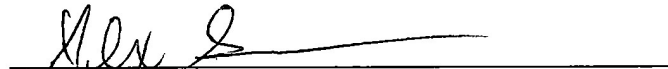
ATTEST:

  
(Seal) CITY CLERK

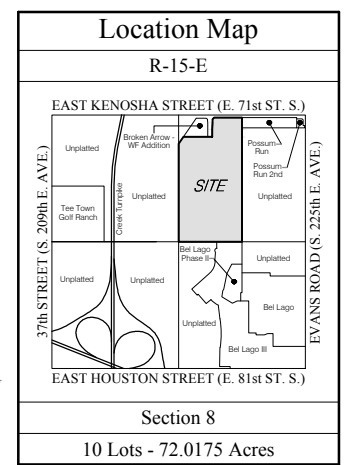
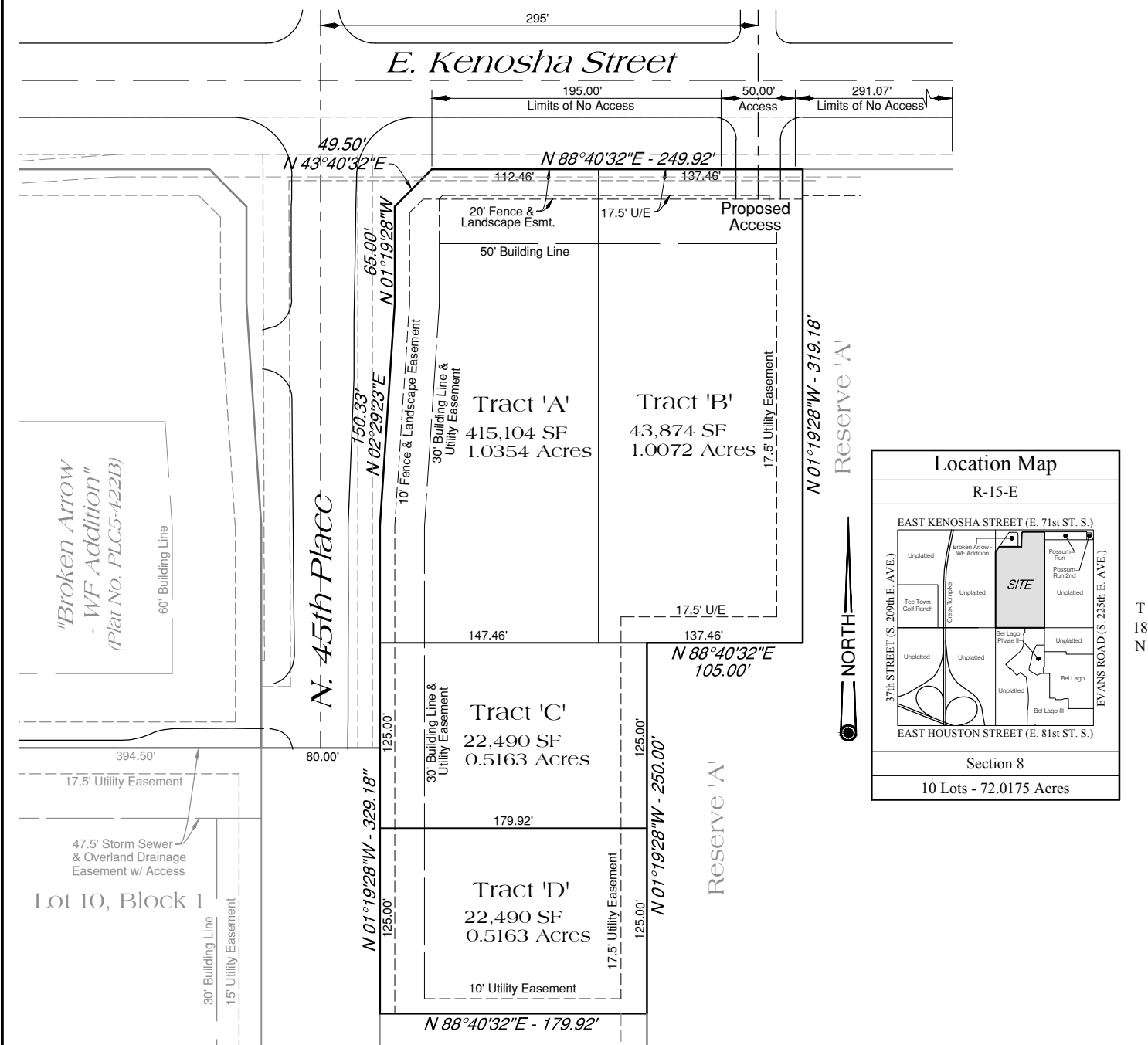


  
MAYOR

APPROVED:

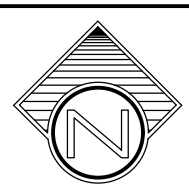
  
CITY ATTORNEY

# Exhibit "A"



## PROPOSED CHANGE OF ACCESS EXHIBIT Parent Tract

**tep** Tulsa Engineering & Planning Associates  
 9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146  
 Phone: 918-252-9621 Fax: 918-340-5999  
 Civil Engineering, Land Surveying, Land Planning  
 Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025



Job No: 24-110  
 Scale: 1" = 100'  
 Date: 3/18/2025

Planned Unit Development 259

# Timber Ridge Business Park

A subdivision in the City of Broken Arrow, being a part of the W/2 of the NE/4 of Section 8, Township 18 North, Range 15 East of the Indian Meridian, Wagoner County, State of Oklahoma

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

9820 East 41st Street, Suite 102  
Tulsa, Oklahoma 74146  
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531  
RENEWAL DATE: JUNE 30, 2019



100 50 0 100 200 300

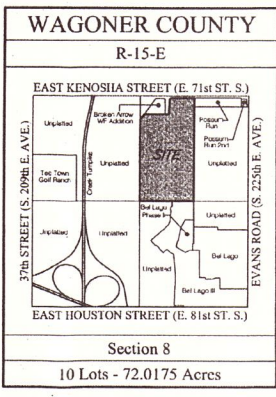
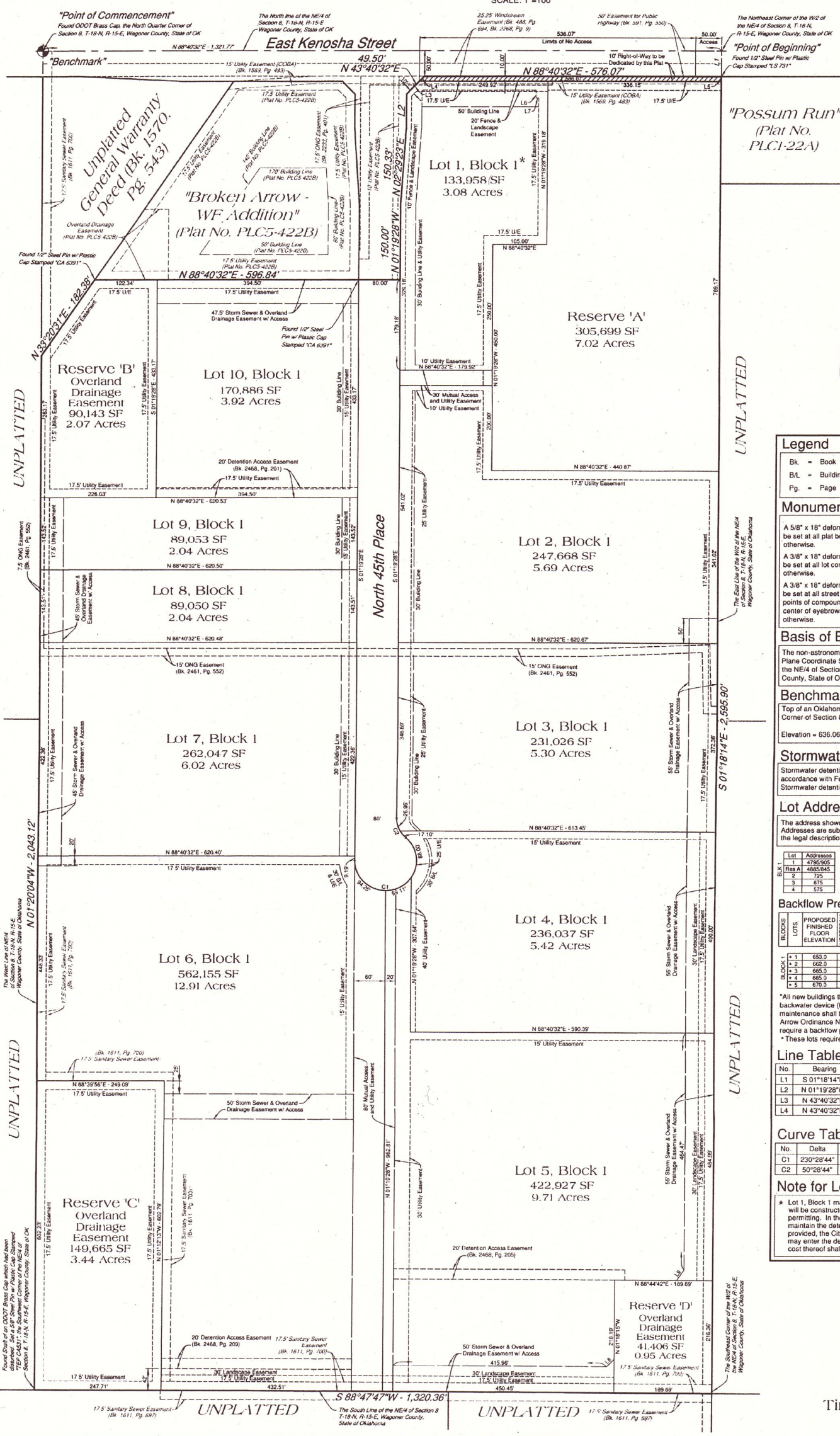
SCALE: 1"=100'

OWNER / DEVELOPER

JM Assets, LP

a Texas limited partnership  
4203 Spinnaker Cove  
Austin, TX 78731  
512.657.6789

I, the undersigned, the duly qualified and acting county Treasurer of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the above description the taxes on the above described are past



**Legend**  
Bk. = Book  
BL = Building Line  
Pg. = Page  
PLC = Plat Cabinet  
UE = Utility Easement

**Monument Notes**  
A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.  
A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all lot corners after completion of improvements, unless noted otherwise.  
A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

**Basis of Bearings**  
The non-astronomic bearings for said tract are based on an Oklahoma State Plane Coordinate System grid bearing of N 88°40'32" E along the north line of the NE/4 of Section 8, T-18-N, R-15-E, of the Indian Meridian, Wagoner County, State of Oklahoma.

**Benchmark**  
Top of an Oklahoma Department of Transportation Brass Cap at the NE/4 Corner of Section 8, T-18-N, R-15-E, Wagoner County, State of Oklahoma.  
Elevation = 636.06 NAVD 1988

**Stormwater Detention**  
Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-112116-17. Stormwater detention for this plat will be provided on the site.

**Lot Address**  
The address shown on this plat was accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of the legal description.

BLK 1	Lot	Address	BLK 1	Lot	Address	BLK 1	Lot	Address
1	4785	505	5	475	5	8	720	5
2	4855	545	6	485	6	9	750	6
3	475	5	7	500	7	10	670	7
4	525	5	8	530	8	11	650	8

BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	PROPOSED FINISHED FLOOR ELEVATION	PROPOSED FINISHED FLOOR ELEVATION	PROPOSED FINISHED FLOOR ELEVATION				
BLK 1	1	655.0	11	662.0	1	6	590.0	Ex F	656.08
BLK 1	2	662.0	8	670.8	2	7	590.0	Ex D	651.20
BLK 1	3	665.0	6	665.9	3	8	647.0	Ex D	651.20
BLK 1	4	665.0	5	666.3	4	9	647.0	2	650.9
BLK 1	5	670.0	4	663.8	5	10	647.0	2	649.94

\*All new buildings that are served by sanitary sewer service shall install a backwater device (backflow preventer). Installation of these devices and all maintenance shall be at the sole expense of the property owner. Broken Arrow Ordinance No. 3527, Section 24-303, Adopted May 15, 2018. All lots require a backflow preventer valve.  
\*These lots require a backflow preventer valve.

No.	Bearing	Distance	No.	Bearing	Distance
L1	S 01°18'14"E	50.00'	L5	N 01°18'14"W	10.00'
L2	N 01°19'28"W	65.00'	L6	S 01°19'28"E	15.00'
L3	N 43°40'32"E	35.35'	L7	N 88°40'32"E	5.00'
L4	N 43°40'32"E	14.14'	L8	N 43°44'53"E	20.50'
			L9	N 33°49'03"E	24.99'

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	230°28'44"	60.00'	241.35'	N 6°26'10"E	108.54'
C2	50°28'44"	50.00'	44.05'	N 26°33'50"E	42.64'

**Note for Lot 1, Block 1**  
\* Lot 1, Block 1 may require on-site detention. This future detention pond will be constructed by the owner of Lot 1, Block 1 at the time of building permitting. In the event the owner of Lot 1, Block 1 should fail to properly maintain the detention area and facilities thereon located as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the detention facility and perform such maintenance, and the cost thereof shall be paid by the owner of Lot 1, Block 1.

APPROVED by the City Council of the City of Broken Arrow, Oklahoma  
*Cathy L. Neumann*  
Mayor  
Allyson M. Allen  
Assistant City Clerk

Timber Ridge Business Park  
PT17-106  
Date of Preparation: April 29, 2019

PLC 5 - 449B

Doc # 2019-5980 B: 2500 P: 0494  
05/17/2019 11:28:52 AM Pg: 1 of Pgs: 3  
Fee: \$ 150.00  
Lori Hendricks, Wagoner County Clerk  
Wagoner County - State of Oklahoma

