

City of Broken Arrow
Meeting Agenda
Planning Commission

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

Chairperson Lee Whelpley
Vice Chair Ricky Jones
Member Fred Dorrell
Member Carlyne Isbell-Carr
Member Mark Jones

Thursday, July 13, 2017

5:00 PM

Council Chambers

1. Call To Order
2. Roll Call
3. Old Business

None

4. Consideration of Consent Agenda

- A. [17-2344](#) Approval of PT17-105, Preliminary Plat, Aspen Crossing, 167 lots, 44.52 acres, A-1, R-2 and A-R-2 to RS-3, RD, and PUD-260, north and east of the northeast corner of Jasper Street and Aspen Avenue

Attachments: [2-CHECKLIST.ASPEN CROSSING](#)
[3-PRELIMINARY PLAT AND COVENANTS.ASPEN CROSSING](#)
[4-CONCEPTUAL UTILITY PLAN](#)
[5-DRAFT DOCUMENT TO VACATE LOT 1, BLOCK 8, SOUTHTOWNE ES](#)

- B. [17-2345](#) Approval of PT17-106, Preliminary Plat, Muhich Industrial Park, 71.86 acres, 10 Lots, A-1 to IL/PUD-259, one-half mile west of Evans Road, south of Kenosha Street

Attachments: [2-CHECKLIST.MUHICH INDUSTRIAL PARK](#)
[3-PRELIMINARY PLAT RECEIVED JULY 6 2017](#)
[4-COVENANTS RECEIVED JULY 6 2017](#)
[5-CONCEPTUAL UTILITIES.PT17 106](#)

- C. [17-2347](#) Approval of PT17-108, Preliminary Plat, Kensington Ridge II, 39.85 acres, 45 Lots, A-1 to RS-1/PUD-262, one-quarter mile north of Houston Street, one-quarter mile west of Oak Grove Road

Attachments: [2-CHECKLIST.KENSINGTON RIDGE II](#)
[3-PRELIMINARY PLAT AND COVENANTS](#)
[4-CONCEPTUAL UTILITIES](#)

- D. [17-2380](#) Consideration and possible action regarding BAL-2024, Thornbrugh

Property Lot Split and Consolidation, 0.40 acres, Lots 17, 18, 19, 20 and 21, Block 62, Original Town, R-3, north of W. Fort worth Street and west of S. Birch Avenue

Attachments: [2-BAL-2024 CASE MAP](#)
[3-AERIAL](#)
[4-LOT SPLIT and MERGER COMBINATION EXHIBIT](#)

- E. [17-2402](#) Approval of PT17-107, Preliminary Plat, Chestnut Creek, 28 lots, 11.0491 acres, A-1 to RS-2 and PUD-261, north and west of the northwest corner of Aspen Avenue and Jasper Street

Attachments: [2-CHECKLIST.CHESTNUT CREEK](#)
[3-PT17 107 Preliminary Plat](#)
[4-CONCEPTUAL UTILITIES](#)

5. Consideration of Items Removed from Consent Agenda

6. Public Hearings

- A. [17-2379](#) Public hearing, consideration, and possible action regarding SP-280 (Specific Use Permit), Graves Scout Reservation, 170.01 acres, A-1, northeast corner of New Orleans Street and 23rd Street

Attachments: [2-CASE MAP.SP 280](#)
[3- AERIAL.SP 280](#)
[4-COMP PLAN.SP 280](#)
[5-SIGN DETAILS](#)
[6-SIDEWALK INFORMATION](#)
[7-APPROVED SITE PLAN FOR JACK GRAVES CENTER](#)
[8-RIGHT-OF-WAY DEDICATION RECORDED DOCUMENT](#)

- B. [17-2396](#) Public hearing, consideration, and possible action regarding SP-281 (Specific Use Permit), South B.A. Baptist Church, 7.50 acres, R-2,RM/SP-216, one-quarter mile north of Jasper Street, east of Elm Place

Attachments: [2-CASE MAP.SP-281](#)
[3- AERIAL](#)
[4-SITE PLAN](#)
[5-SIGN DETAILS](#)

7. Appeals

None

8. General Commission Business

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

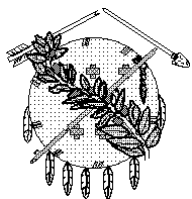
10. Adjournment

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 DEVELOPMENT SERVICES 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.**

POSTED on _____, _____ at _____ am/pm.

City Clerk



City of Broken Arrow

Fact Sheet

File #: 17-2344, **Version:** 1

Broken Arrow Planning Commission

07-13-2017

To: Chairman and Commission Members

From: Development Services Department

Title:

Approval of PT17-105, Preliminary Plat, Aspen Crossing, 167 lots, 44.52 acres, A-1, R-2 and A-R-2 to RS-3, RD, and PUD-260, north and east of the northeast corner of Jasper Street and Aspen Avenue

Background:

Applicant: Tim Terral, TEP

Owner: Capital Homes Residential Group, LLC

Developer: Capital Homes Residential Group, LLC

Engineer: TEP

Location: North and east of the northeast corner of Jasper Street and Aspen Avenue

Size of Tract 44.52 acres

Number of Lots: 167

Present Zoning: A-1, R-2 and A-R-2

Proposed Zoning: RS-3, RD and FD/PUD-260

Comp Plan: Levels 2, 3, and Greenway/Floodplain

The preliminary plat of Aspen Crossing contains 44.52 acres located north and east of the northeast corner of Jasper Street and Aspen Avenue. The property is part of PUD 260 that was approved by the City Council on May 16, 2017, subject to the property being platted. The zoning on this property was originally approved by the Broken Arrow City Council on December 3, 2007, as part of PUD 183 and BAZ 1789. PUD 183 and BAZ 1789, a request to change the zoning on the property from A-1, R-2, and AR-2 to RS-3 were approved, subject to the property being platted, and any portion of the property located in the 100-year floodplain being zoned FD (Floodplain District).

A subsequent major amendment, PUD 183A, was approved on March 23, 2010, along with BAZ 1842, a request to change the zoning on 14.10 acres from A-1, AR-2, and R-2 to RD. PUD 183A and BAZ 1842 were approved subject to the property being platted and any portion of the property located in the 100-year floodplain being zoned FD. The property was never platted, and as a result, PUD 183 and PUD 183A expired. BAZ 1789 and BAZ 1842, the request to rezone the property from A-1, R-2 and A-R-2 to RS-3, RD, and FD did not expire. Since the property has not been platted, no ordinances have been prepared to change the zoning on the property. A preliminary plat, Aspen Crossing East, was approved by the Planning Commission on this property on January 10, 2008, but the platting process never went any further.

Aspen Crossing is proposed to contain 167 lots consisting of single family detached and attached units. The

west part of the property, which contains 91 lots, will be single family detached homes with public streets. A gated neighborhood consisting of 76 lots with private streets will be developed in the southeast portion of the property. In accordance with PUD 260, both single family detached and single family attached units can be constructed in this area.

Part of the property associated with Aspen Crossing has been platted as Lot 1, Block 8, Southtowne Estates. Applicant is in the process of vacating this lot.

The east part of Aspen Crossing is located in the 100-year floodplain of an unnamed stream. All of the property located in the 100-year floodplain has been placed in reserve areas. The zoning on reserve areas will become FD (Floodplain District) after the plat is recorded and an ordinance is prepared.

Water and sanitary sewer service to the addition will be provided by the City of Broken Arrow.

Attachments: Checklist
Preliminary plat and covenants
Conceptual utility plan
Draft document to vacate Lot 1, Block 8, Southtowne Estates

Recommendation: Staff recommends PT17-105, preliminary plat for Aspen Crossing, be approved subject to the attached checklist.

Reviewed By: Larry Curtis

Approved By: Michael Skates

BDM

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PRELIMINARY PLAT: Aspen Crossing

CASE NUMBER: PT17-105

RELATED CASE NUMBERS: PUD 260, PUD 183, BAZ 1789, PUD 183A, BAZ 1842, and Lot 1, Block 8, Southtowne Estates

COUNTY: Tulsa

SECTION/TOWNSHIP/RANGE: 03/T17N/14E

GENERAL LOCATION: North and east of the northeast corner of Aspen Avenue and Jasper Street

CURRENT ZONING: A-1, R-2, and AR-2 (RS-3, RD, and PUD 260 approved subject to platting)

SANITARY SEWER BASIN: Lynn Lane basin

STORM WATER DRAINAGE BASIN: Aspen Creek basin

ENGINEER: Tulsa Engineering & Planning Associates, Inc.

ENGINEER ADDRESS: 9820 E. 41st Street, Suite 102

Tulsa, OK 74126

ENGINEER PHONE NUMBER: 918-252-9621

DEVELOPER: Capital Homes Residential Group, L.L.C.

DEVELOPER ADDRESS: P.O. Box 240

Owasso, OK 74055

DEVELOPER PHONE NUMBER: 918-376-6536

PRELIMINARY PLAT

APPLICATION MADE: June 19, 2017

TOTAL ACREAGE: 44.52

NUMBER OF LOTS: 167

TAC MEETING DATE: July 11, 2017

PLANNING COMMISSION MEETING DATE: July 13, 2017

COMMENTS:

1. _____ Provide document number for off-site 17.5-foot utility easement adjacent to Block 4 and Block 2. Document number shall be shown on the plat prior to the plat being recorded.
2. _____ Show the dimension for Reserve Areas F and G next to Aspen Avenue.
3. _____ Provide a 5-foot wide fence easement along the south side of Block 4 that abuts the commercial tract and along the west side of Block 2.
4. _____ Place case number (PT17-105) in lower right corner of plat.
5. _____ The plat shows 60.00 feet of right-of-way along Aspen Avenue. However, the note on the plat says "50' Deed of Dedication (Bk 4726, Pg. 212). Please resolve discrepancy. Right-of-way along Aspen Avenue required to be at least 60 feet in width.
6. _____ Along Jasper Street there is a note that says "50 foot Deed of Dedication (Bk. 3688, Pg. 244). The east end of the plat shows 60 feet of right-of-way. Provide information how the 10 additional feet of right-of-way was granted. It appears the right-of-way was dedicated by the Southtowne Estates plat.
7. _____ Add "ROW" to dimensions associated with the right-of-way on Aspen Avenue and Jasper Street.
8. _____ Add addresses as assigned by the City of Broken Arrow.
9. _____ Lot 1, Block 8 of Southtowne Estates shall be vacated prior to the plat for Aspen Crossing being recorded.
10. _____ Provide information for locating the traffic control medians at the three street intersections.
11. _____ In accordance with the Subdivision Regulations, the street intersections at the arterial streets are to be corner clips and not curves, please revise accordingly. In addition, if entry walls and landscaping are proposed at the two entries from Aspen Avenue, extend the 10-foot wide reserve area along the corner clips.
12. _____ Label the width of the building setback line and utility easement on the east side of Lots 26/27, Block 1.
13. _____ In Section 2.2.1 of the covenants, modify to say that maintenance of the reserves is the responsibility of the property owner.
14. _____ Revise numbers in Section III of the covenants to start with a "3" instead of "2".
15. _____ Add to Section 3.5 that the developer is also responsible for the sidewalk along all arterial street frontages.
16. _____ Call box location and gate entry design for gated entry shall meet the requirements of the Subdivision Regulations.
17. _____ Verify that the vacation of Lot 1, Block 8 of SouthTowne Estates has no impacts on the right-of-way on Jasper Street or the utility easements on the lot. If there is any impact on the right-of-way dedication on Jasper Street, or on the existing utility easement, they shall be rededicated by this plat. The draft vacation document indicates that the 17.5

foot utility easement along the east side of Block 3 and the west side of Reserve D will be vacated, if so, it needs to be rededicated by this plat, unless waived by TAC.

18. _____ Show a 25-foot building setback line along the rear of Lots 1-8, Block 1 next to Jasper Street.
19. _____ Label the width of the utility easement along the east side of Lot 10, Block 4.
20. _____ What does the 130.00' dimension represent on Lots 24 – 29, Block 1?
21. _____ Place "Restricted Access" on lots where the front building line setback is shown to be 15 feet. In addition, add the following note to be placed on sheet 1, "Access is restricted and additional setbacks apply as per PUD 260 with lots designated "Restricted Access" or R.A."
22. _____ Lots 14 – 15, Block 1 and Lot 39, Block 5 do not meet the minimum lot frontage requirement of 30.00. Revise to be in compliance with Section 4.3.h of the Subdivision Regulation.
23. _____ Provide written documentation, email is acceptable, that all pie shaped lots meet the minimum lot width at the building setback line.
24. _____ The front building setback in Blocks 1, 2, and 3 is labeled as "25-feet", but scales to 20 feet in width. Modify so label matches scale.
25. _____ PUD 260 allows zero lot line in Blocks 1 – 3. If any of the lots in Blocks 1 – 3 are to be zero lot line single family detached structures, identify on the plat, which side is the zero lot line and which is the 10 foot side. If none of the lots in Blocks 1 – 3 are to be zero lot line single family detached units, add a note to the plat stating such.
26. _____ Section 1.1 of the covenants appears to be only dedicating West Jasper Street. However, there are other public streets in this subdivision that also need to be dedicated, revise accordingly.
27. _____ The location of the pedestrian path/walkway for Blocks 1 – 3 shall be shown with the landscape plan submitted for Blocks 1 – 3.
28. _____ Landscape plan shall be submitted and approved prior to the plat being recorded.
29. _____ Do not combine drainage easements and utility easements. Utility easements shall be in a separate designated area. For example, there should be at least an 11-foot wide utility easement along the south side of Reserve D and west side of Reserve E. Use arrows to distinguish between the utility easement from the overland drainage easement.
30. _____ Add to Section 2.1.2 of the covenants, "Fencing and walls shall meet the requirements of Section 5.2.E.3.iv of the Zoning Ordinance."
31. _____ Correct numbering designations in Section II of the covenants (i.e. there are two 2.1.2).
32. _____ Metes and bounds has no POC or POB.
33. _____ Aliquot parts description does not work
34. _____ No Closure please provide closure report or show each area in sketch.

CONDITIONAL FINAL PLAT

NAME OF CONDITIONAL FINAL PLAT:

APPLICATION MADE:

TOTAL ACREAGE:

NUMBER OF LOTS:

TAC MEETING DATE:

PLANNING COMMISSION MEETING DATE:

CITY COUNCIL MEETING DATE:

COMMENTS:

1. _____
2. _____
3. _____
4. _____

CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

_____ NATURAL GAS COMPANY APPROVAL

_____ ELECTRIC COMPANY APPROVAL

_____ TELEPHONE COMPANY APPROVAL

_____ CABLE COMPANY APPROVAL

CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

____ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH
____ OKLAHOMA CORPORATION COMMISSION, CAROL COLLETT 405-521-2108

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

- ____ STORMWATER PLANS, APPROVED ON: _____
- ____ PAVING PLANS, APPROVED ON: _____
- ____ WATER PLANS, APPROVED ON: _____
- ____ SANITARY SEWER PLANS, APPROVED ON: _____
- ____ SEWAGE DISPOSAL PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____
- ____ WATER PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____
- ____ IS A SIDEWALK PERFORMANCE BOND DUE? _____ HAVE THEY BEEN SUBMITTED? _____
- ____ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER AND PAVING? (CIRCLE APPLICABLE) _____ HAVE THEY BEEN SUBMITTED? _____
- ____ PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: _____
- ____ BUILDING PAD ELEVATIONS ON EACH LOT PLACED ON A COPY OF THE FINAL PLAT
- ____ MONUMENTS SHOWN ON PLAT
- ____ SLOPE ANALYSIS (1:4) FOR LOTS ADJACENT TO DRAINAGE CHANNELS APPROVED

PLANNING DEPARTMENT APPROVAL

- ____ ADDRESSES REVIEWED AND APPROVED
- ____ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?
- ____ PLANNING DEPARTMENT REVIEW COMPLETE ON: _____
- ____ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON: _____
- ____ FINAL PLAT SENT TO PROJECT ENGINEER FOR FINAL REVIEW ON: _____

FEES

- ____ FINAL PLAT PROCESSING FEE \$ _____
- ____ WATER LINE (S) UNDER PAYBACK CONTRACT \$ _____
- ____ EXCESS SEWER CAPACITY FEE \$ _____
- ____ ACCELERATION/DECELERATION LANES ESCROW \$ _____
- ____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS \$ _____
- ____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS \$ _____
- ____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS \$ _____
- ____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST \$ _____
- ____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON. \$ _____
- ____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON. \$ _____
- ____ STREET SIGNS, LIGHTS, ETC. \$ _____
- ____ STORM WATER FEE-IN-LIEU OF DETENTION \$ _____

TOTAL FEE(S) \$ _____

FINAL PROCESSING OF PLAT

- ____ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: _____
- ____ FEES PAID ON: _____ IN THE AMOUNT OF: _____
- ____ FINAL PLAT PICKED UP FOR FILING ON: _____
- ____ 6 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT
- ____ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

Preliminary Plat
Planned Unit Development 260
Aspen Crossing

I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the _____ tax rolls the taxes on the above description are paid.

Dana Patten, County Treasurer

A subdivision in the City of Broken Arrow, being a part of the SE/4 of Section 3, Township 17 North, Range 14 East of the Indian Meridian, Tulsa County, State of Oklahoma

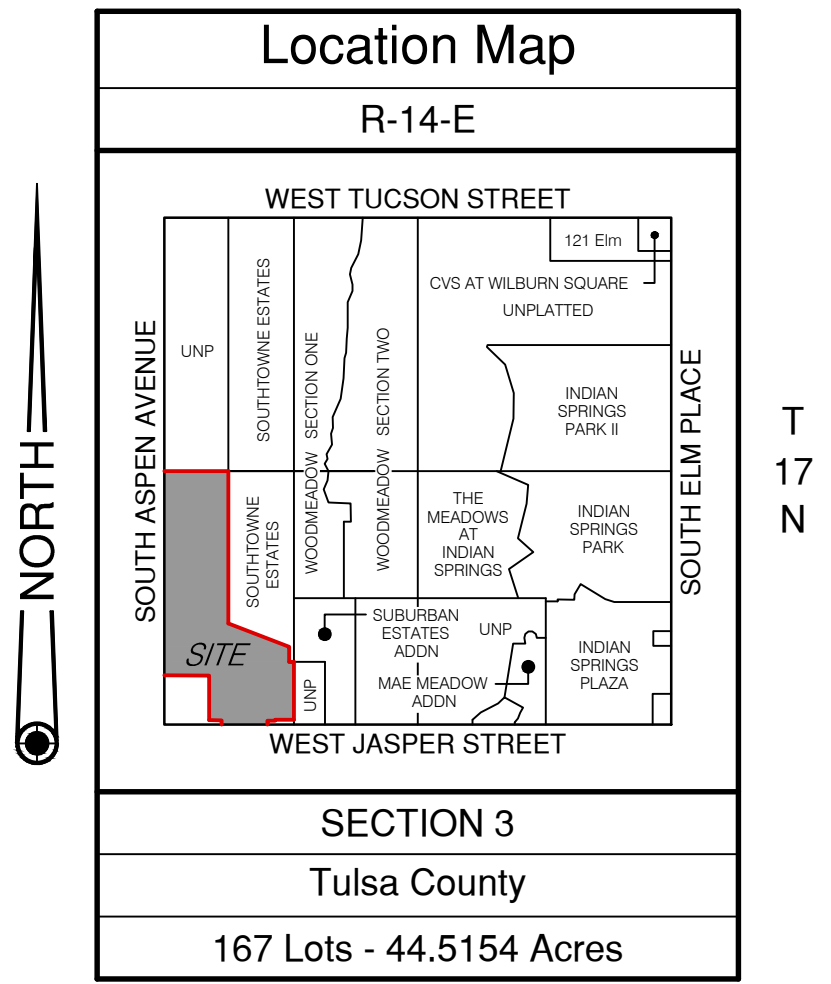
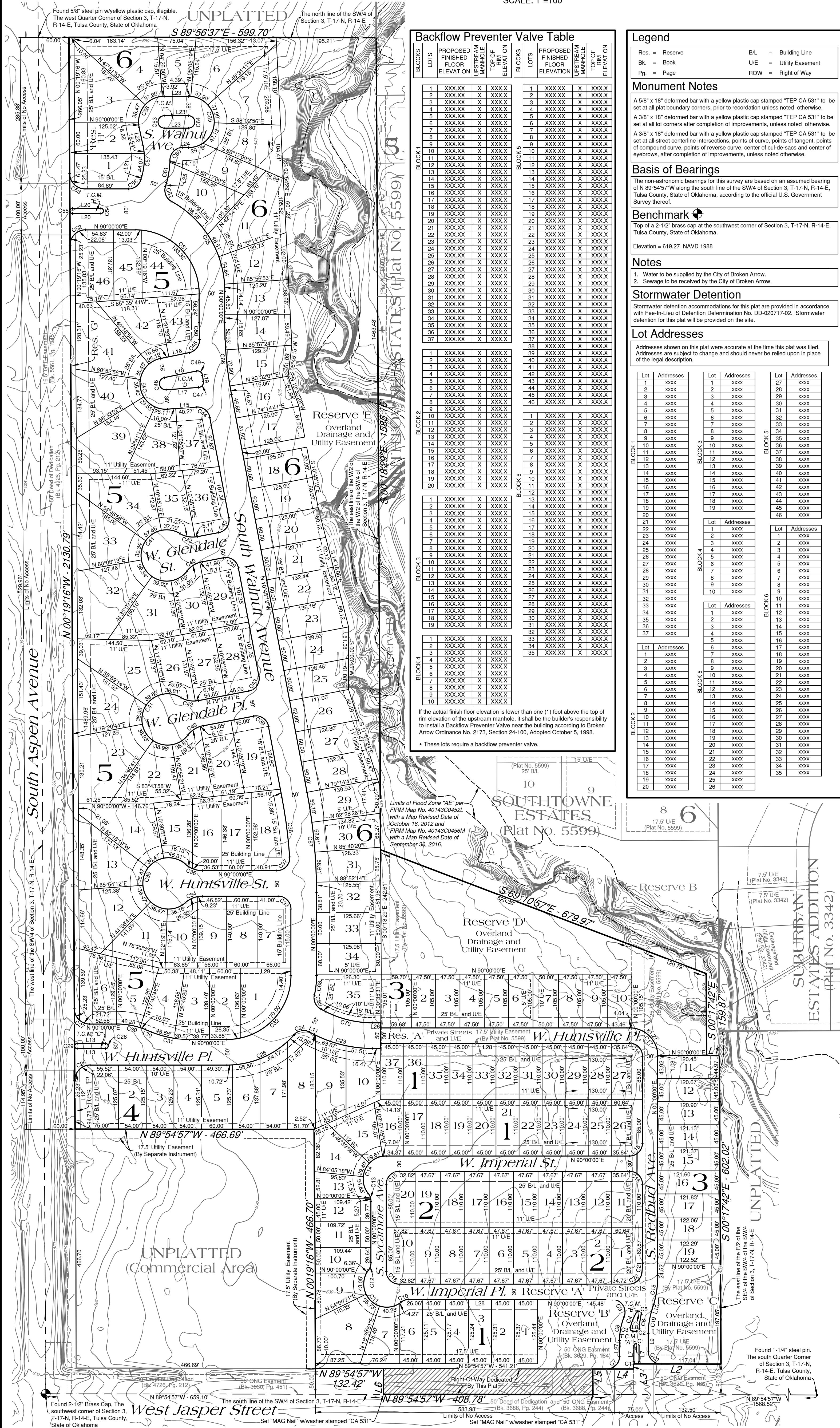
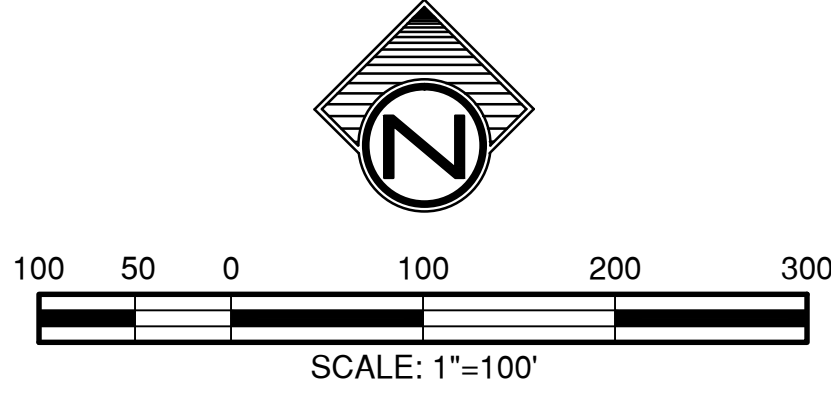
OWNER / DEVELOPER

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9820 East 41st Street, Suite 102
Tulsa, Oklahoma 74146
918.252.9621

Capital Homes Residential Group, L.L.C.
an Oklahoma Limited Liability Company
P.O. Box 240
Owasso, Oklahoma 74055
918.376.6536

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



Line Table

No.	Bearing	Distance	No.	Bearing	Distance
L1	S 89°52'22"E	25.00	L16	N 78°28'02"E	57.32
L2	N 89°54'57"W	171.08	L17	N 85°54'35"W	63.69
L3	S 00°17'42"E	10.00	L18	N 78°28'02"E	63.69
L4	N 89°54'57"W	79.24	L19	N 00°00'00"E	12.26
L5	S 00°17'54"E	50.00	L20	N 90°00'00"W	52.32
L6	N 00°18'29"W	50.00	L21	N 15°53'33"E	7.52
L7	S 00°00'00"E	7.00	L22	N 11°53'13"W	35.80
L8	N 90°00'00"W	30.00	L23	N 89°56'37"W	47.55
L9	S 00°00'00"E	34.08	L24	N 89°56'37"W	11.39
L10	N 16°17'42"E	15.70	L25	N 15°53'33"E	7.85
L11	N 82°53'47"W	10.06	L26	N 00°00'00"E	16.47
L12	N 00°19'16"W	117.21	L27	N 00°00'00"E	30.64
L13	N 90°00'00"E	55.32	L28	N 90°00'00"E	45.00
L14	N 79°14'41"E	41.90	L29	N 90°00'00"W	98.85
L15	N 85°54'35"E	56.36	L30	N 68°11'00"W	13.27
			L31	N 65°54'01"E	100.04

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	180°00'00"	5.00	15.71	N 90°00'00"W	10.00
C2	86°41'50"	5.00	7.57	N 46°39'05"E	6.86
C3	103°10'43"	5.00	9.00	S 38°24'38"E	7.84
C4	17°43'00"	107.00	33.10	N 22°02'13"E	32.95
C5	162°04'48"	5.00	16.15	S 68°01'45"E	9.88
C6	09°45'19"	168.00	26.80	N 09°10'48"E	26.57
C7	90°05'03"	25.00	39.31	S 45°02'31"W	35.38
C8	21°30'40"	125.00	46.93	N 10°45'20"E	46.66
C9	111°30'40"	25.00	46.66	S 34°14'40"W	41.33
C10	38°12'48"	25.00	16.67	S 70°53'36"W	16.37
C11	165°08'15"	45.00	129.70	N 45°38'40"W	89.24
C12	36°55'28"	25.00	16.11	S 68°01'45"E	14.53
C13	38°27'42"	25.00	16.78	S 19°13'51"E	16.47
C14	128°27'42"	45.00	100.89	N 25°46'09"E	81.05
C15	90°00'00"	25.00	39.27	N 45°00'00"E	35.36
C16	90°00'00"	25.00	39.27	S 45°00'00"E	35.36
C17	90°00'00"	55.00	86.39	N 45°00'00"E	77.78
C18	16°17'43"	200.00	56.88	S 68°01'45"E	56.69
C19	16°17'43"	150.00	42.66	S 08°55'11"W	42.57
C20	89°54'57"	25.00	39.23	S 44°57'29"E	35.33
C21	06°57'02"	150.00	18.20	N 03°28'31"E	18.19
C22	83°02'58"	25.00	36.24	N 48°28'31"E	33.15
C23	27°06'13"	250.00	118.26	N 76°26'53"W	117.16
C24	75°31'21"	25.00	32.95	N 79°20'33"E	30.62
C25	48°29'38"	175.00	147.89	N 48°29'38"E	144.53
C26	90°19'16"	30.00	47.29	N 44°50'22"E	42.55
C27	89°40'44"	30.00	46.96	S 45°09'38"E	42.31
C28	180°00'00"	5.00	15.71	N 00°00'00"E	10.00
C29	180°00'00"	5.00	15.71	N 00°00'00"E	10.00
C30	21°49'00"	150.00	57.12	S 79°05'30"E	56.77
C31	21°49'00"	200.00	76.15	S 79°05'30"E	75.69
C32	90°00'00"	125.00	196.35	S 45°00'00"E	176.78
C33	90°00'00"	25.00	39.27	N 45°00'00"W	35.36
C34	41°24'35"	50.00	36.14	S 69°17'43"E	35.36
C35	262°49'09"	50.00	229.35	N 00°00'00"E	75.00
C36	41°24'35"	50.00	36.14	S 69°17'43"E	35.36
C37	94°00'00"	25.00	41.02	N 42°59'49"E	36.57
C38	08°44'58"	1000.00	117.80	N 02°00'10"E	117.73
C39	90°00'00"	25.00	39.27	N 55°45'19"W	35.36
C40	41°24'35"	50.00	36.14	S 58°32'24"W	35.36
C41	262°49'09"	50.00	229.35	N 00°00'00"E	75.00
C42	41°24'35"	50.00	36.14	S 03°03'02"E	35.36
C43	90°00'00"	25.00	39.27	N 34°14'41"E	35.36
C44	83°20'07"	25.00	36.36	N 52°25'22"W	33.24
C45	172°33'28"	50.00	150.59	N 07°48'42"W	99.79
C46	80°49'06"	25.00	35.26	N 38°03'29"E	32.41
C47	93°43'27"	10.00	16.36	S 39°02'51"W	14.59
C48	172°33'28"	12.00	36.14	N 07°48'42"W	23.95
C49	93°43'05"	10.00	16.36	S 54°40'25"E	14.59
C50	02°21'54"	800.00	32.87	N 01°05'32"W	32.82
C51	90°00'00"	125.00	196.35	S 45°00'00"E	176.78
C52	90°19'16"	30.00	47.29	S 44°50'22"W	42.55
C53	89°40'44"	30.00	46.96	N 45°09'38"E	42.31
C54	180°00'00"	5.00	15.71	N 00°00'00"E	10.00
C55	180°00'00"	5.00	15.71	N 00°00'00"E	10.00
C56	74°06'27"	25.00	32.34	N 52°56'46"E	30.13
C57	27°46'46"	125.00	60.61	N 02°00'10"E	60.01
C58	101°56'37"	50.00	89.96	N 39°05'05"E	77.68
C59	180°00'00"	50.00	157.08	N 00°00'00"E	100.00
C60	88°55'26"	25.00	38.80	S 45°35'40"W	35.02
C61	14°45'36"	175.00	45.08	S 08°30'45"E	44.96
C62	77°09'37"	25.00	33.67	S 22°41'16"E	31.18
C63	180°00'00"	125.00	37.70	N 00°03'23"E	24.00
C64	180°00'00"	12.00	37.70	S 00°03'23"W	24.00
C65	61°16'05"	200.00	213.87	S 30°38'02"E	203.82
C66	10°45'19"	750.00	140.79	S 05°22'39"E	140.58
C67	10°45'19"	1050.00	197.10	S 05°22'39"E	196.81
C68	12°31'24"	175.00	38.56	S 06°18'47"W	38.49
C69	75°31'21"	25.00	32.95	S 25°08'06"E	30.62
C70	27°06'13"	200.00	94.61	S 76°26'53"E	93.73

Lot Addresses

Addresses shown on this plat were 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.

Lot	Address	Lot	Address	Lot	Address
1	xxxx	1	xxxx	1	xxxx
2	xxxx	2	xxxx	28	xxxx
3	xxxx	3	xxxx	29	xxxx
4	xxxx	4	xxxx	30	xxxx
5	xxxx	5	xxxx	31	xxxx
6	xxxx	6	xxxx	32	xxxx
7	xxxx	7	xxxx	33	xxxx
8	xxxx	8	xxxx	34	xxxx
9	xxxx	9	xxxx	35	xxxx
10	xxxx	10	xxxx	36	xxxx
11	xxxx	11	xxxx	37	xxxx
12	xxxx	12	xxxx	38	xxxx
13	xxxx	13	xxxx	39	xxxx
14	xxxx	14	xxxx	40	xxxx
15	xxxx	15	xxxx	41	xxxx
16	xxxx	16	xxxx	42	xxxx
17	xxxx	17	xxxx	43	xxxx
18	xxxx	18	xxxx	44	xxxx
19	xxxx	19	xxxx	45	xxxx
20	xxxx	20	xxxx	46	xxxx
21	xxxx	21	xxxx		
22	xxxx	22	xxxx		
23	xxxx	23	xxxx		
24	xxxx	24	xxxx		
25	xxxx	25	xxxx		
26	xxxx	26	xxxx		
27	xxxx	27	xxxx		
28	xxxx	28	xxxx		
29	xxxx	29	xxxx		
30	xxxx	30	xxxx		
31	xxxx	31	xxxx		
32	xxxx	32	xxxx		
33	xxxx	33	xxxx		
34	xxxx	34	xxxx		
35	xxxx	35	xxxx		
36	xxxx	36	xxxx		
37	xxxx	37	xxxx		

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

Mayor _____

Attest: City Clerk _____

Aspen Crossing
PT17-XXX Sheet 1 of 2
Date of Preparation: June 19, 2017

ASPEN CROSSING

DEED OF DEDICATION AND RESTRICTIVE COVENANTS PUD No. 260

KNOW ALL MEN BY THESE PRESENTS:

That Capital Homes Residential Group, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land located in the W/2 of the SW/4 of Section 3, T-17-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, more particularly described as follows:

TRACT 1
The W/2 of the W/2 of the SW/4 Section 3, T-17-N, R-14-E
LESS AND EXCEPT
The westerly 60.00 feet thereof as measured perpendicularly to the west line thereof and the southerly 50.00 feet thereof as measured perpendicularly to the south line thereof;

AND ALSO LESS AND EXCEPT
The southerly 516.69 feet of the westerly 526.68 feet of the SW/4 of the SW/4 of the SW/4 of said Section 3, said 516.69 feet being measured perpendicularly to the south line thereof and said 526.68 feet being measured perpendicularly to the west line thereof;

TOGETHER WITH TRACT 2
The W/2 of the SE/4 of the SW/4 of the SW/4 of Said Section 3;

TOGETHER WITH TRACT 3
The E/2 of the SE/4 of the SW/4 of the SW/4 of Said Section 3;
LESS AND EXCEPT
The easterly 2.6 acres thereof;

AND ALSO LESS AND EXCEPT
The southerly 50.00 feet of the following tract of land:
The S/2 of the E/2 of the westerly 2.4 acres of the E/2 of the SE/4 of the SW/4 of the SW/4 of Said Section 3, said 50.00 feet being measured perpendicularly to the south line thereof;

TOGETHER WITH TRACT 4
Lot 1, Block 8, "Southtowne Estates", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5599, as filed in the records of the Tulsa County Clerk's office.

Said tract contains 1,969,093 square feet or 44.5154 acres.

The non-astronomic bearings for this survey are based on an assumed bearing of N 89°54'57"W along the south line of the SW/4 of Section 3, T-17-N, R-14-E, Tulsa County, State of Oklahoma, according to the official U.S. Government Survey thereof

And does hereby certify that it has caused the above described land to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat and subdivided into six (6) blocks, one hundred sixty-seven (167) lots, eight (8) reserve areas, and streets and has designated the same as "ASPEN CROSSING", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the street (West Jasper Street) as depicted on the accompanying plat; and does 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 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 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 Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer 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 along the perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. 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 owner does 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 electric, 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 easements.

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 a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 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 reserve 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 Gas Service

1.4.1 The supplier of gas service, through its agents and employees, shall at all times have the right of access to all such easements shown on the plat or as provided for in this deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service. THE SUPPLIER OF GAS SERVICE CAN REQUIRE THE LOCATION OF GAS SERVICE STUB-OUTS FROM THE HOME AT THE TIME OF CONSTRUCTION.

1.4.2 The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration of grade or any other construction activity which would

interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner or its agents or contractors.

1.4.3 The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.5 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 1.5 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

1.6 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.

1.7 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Aspen Avenue and West Jasper Street within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, Oklahoma.

1.8 Private Streets

1.8.1 Reserve "A" as designated on the accompanying plat is herein dedicated as private streets for the common use and benefit of the owners of lots within "ASPEN CROSSING", their guests and invitees for the purpose of providing access to and from the various lots and for providing decorative fencing and landscaping, and are reserved for subsequent conveyance to The Aspen Crossing Homeowners' Association, Inc., for the purposes of the administration and maintenance of the streets and other common areas of the subdivision.

1.8.2 The Owner/Developer herein grants to the City of Broken Arrow, Oklahoma, the United States Postal Service and to any public utility providing utility service to the subdivision, the right to enter and traverse the private streets (Reserve "A") and to operate thereon all service, emergency and government vehicles including but not limited to police and fire vehicles and equipment and does further grant to the City of Broken Arrow and to any public utility providing utility service to the subdivision the right to make various underground utility crossings of the private streets (Reserve "A") as reasonably necessary to provide service and upon the installation of any such utility line, cable or facility such grantee shall be deemed to have a definitive perpetual easement covering a strip 5 feet in width extending 2-1/2 feet on each side of the utility line, cable or facility.

1.8.3 The Owner/Developer for itself and its successors herein covenants with the City of Broken Arrow, which covenants shall run with the land and inure to the benefit of the City of Broken Arrow and shall be enforceable by the City of Broken Arrow to:

1.8.3.1 Except in areas of Entry/Exit Medians the Owner/Developer shall construct and maintain an all weather hard surface street of not less than twenty six (26) feet in width constructed to City of Broken Arrow standards and extending the full length of the private streets (Reserve "A") depicted within the accompanying plat,

1.8.3.2 Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle from free usage of the private streets (Reserve "A").

1.8.4 The City of Broken Arrow shall have no duty to maintain any private streets (Reserve "A") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserve "A").

1.8.5 The Owner/Developer or its assigns, hereby reserves the right to maintain, change or otherwise regulate the hours of operation of the privacy gates at every entry into "ASPEN CROSSING", until such time that the last lot owned within "ASPEN CROSSING" has been purchased and dues paying residents are living in the home constructed upon such lot, at which time, (unless sooner assigned by the Owner/Developer) it will be the Homeowners' association, to determine the hours of

operation of such gates. This in no way precludes individual lot owners within "ASPEN CROSSING", from time to time, to provide a limited access code to open the gates for the purpose of showing a listed property for sale, yard maintenance, cleaning services or like service personnel to access the areas behind the gates for restricted purposes during allowed times.

1.8.6 The privacy gates shall be licensed and operated in accordance with the City of Broken Arrow's private street entrance requirements. The maintenance of the gates shall be the responsibility of the Homeowners' Association.

1.9 Traffic Control Median

The Owner/Developer does hereby dedicate for private use Traffic Control Medians "A" and "B" and for public use Traffic Control Medians "C", "D", "E" and "F" for the purpose of construction and maintenance of the traffic control medians, provided however, the Owner/Developer herein reserves a perpetual easement, to be subsequently conveyed to the Homeowners' Association, to be comprised of the owners of the residential lots within "ASPEN CROSSING" as set forth within Section V hereof, for the purposes of installation and maintenance of a monument sign within Traffic Control Medians "A", "B", "C", "D", "E" and "F" identifying the subdivision and for the purposes of installation and maintenance of landscaping within Traffic Control Median "A", "B", "C", "D", "E" and "F". The holder of the reserved easement, the Owner/Developer or the Homeowners' Association, as the case may be, herein covenants that the holder shall maintain any landscaping or signage located within Traffic Control Median "A", "B", "C", "D", "E" and "F" and the City of Broken Arrow shall have no liability for any damage to signage or landscaping, including irrigation systems, occasioned by maintenance or reconstruction of the traffic control median or maintenance or reconstruction of the adjoining private and public streets.

SECTION II. RESERVE AREAS

2.1 Use of Land

2.1.1 Reserve Area "A"
Reserve Area "A" shall contain, but not be limited to use for private streets, guest parking, access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association, to be comprised of the owners of the residential lots within "ASPEN CROSSING" as set forth within Section V hereof.

2.1.2 Reserve Areas "B", "C", "D" and "E"
Reserve Areas "B", "C", "D" and "E" shall be used for open space, signage, landscaping, walls, fencing, drainage, recreation, overland drainage, stormwater drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "ASPEN CROSSING" as set forth within Section V hereof.

2.1.2 Reserve Areas "F", "G" and "H"
Reserve Areas "F", "G" and "H" shall be used for open space, signage, landscaping, walls, fencing, drainage and utilities and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "ASPEN CROSSING" as set forth within Section V hereof.

2.2 All Reserves

2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the "The Aspen Crossing Homeowners" Association."

2.2.2 In the event the Homeowners' Association should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.

2.2.3 In the event the Homeowners' Association fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, Oklahoma may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within the development, provided however, the lien against each residential lot shall be limited to 1/167 of the costs. This lien may be foreclosed by the City of Broken Arrow, Oklahoma.

SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "ASPEN CROSSING" was submitted as a planned unit development (entitled PUD No. 260) 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, 2017 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 260 was approved by the Broken Arrow Planning Commission on April 27, 2017 and approved by the City of Broken Arrow City Council, on May 16, 2017;

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 Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

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

2.1 General Standards

The development of "ASPEN CROSSING" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on May 17, 2017.

2.2 Development Standards for Development Tract 1 (Lots 1-10, Block 4, Lots 1-46, Block 5 and Lots 1-35, Block 6):

2.2.1 Permitted Uses:	Single-Family Detached Residential and Accessory Uses.
2.2.2 Minimum Lot Frontage	52 feet at Building Line
2.2.3 Minimum Lot Area	5,600 sf.
2.2.4 Maximum Building Height:	35 feet
2.2.5 Minimum Building Setbacks:	
Front	25 feet
Rear	15 feet
Side	5/5 feet
Side, Corner Lot	15 feet/20 feet side loaded garage
2.2.6 Access Limitations:	No lots shall have direct access to South Aspen Ave. or West Jasper St.
2.2.7 Open Space:	All open space shall be designated as reserve areas and maintenance as such shall be the responsibility of the Homeowner's Association.

2.3 Development Standards for Development Tract 2 (Lots 1-37, Block 1, Lots 1-20, Block 2 and Lots: 1-19, Block 3):

2.3.1 Permitted Uses:	Single-Family Attached and Detached Residential and Accessory Uses.
2.3.2 Minimum Lot Frontage	25 feet at Building Line
2.3.3 Minimum Lot Area	2,500 sf.
2.2.4 Maximum Building Height:	35 feet
2.3.5 Minimum Building Setbacks:	
Front	20 feet
Rear	10 feet
Side (Single-Family Attached)	0 feet (Internal) or 5 feet (End Unit)
Side (Single-Family Detached)	5/5 feet or 0/10 feet
Minimum Building Separation	10 feet
Side, Corner Lot	15 feet
2.3.6 Access Limitations:	No lots shall have direct access to South Aspen Ave. or West Jasper St.
2.3.7 Open Space:	All open space shall be designated as reserve areas and maintenance as such shall be the responsibility of the Homeowners' Association.

2.4 Landscaping and Screening:

Landscaping will be provided along South Aspen Avenue and West Jasper Street in accordance with Section 5.2 City of Broken Arrow Zoning Ordinance. In addition, a landscape reserve of at least 10 feet in width shall be provided along both West Jasper Street and South Aspen Avenue. All open space reserve areas in Tracts 1 and 2 shall be owned and maintained by the Homeowners' Association. Any landscape material that fails shall be replaced in accordance with the criteria contained in Section 5.2.B.4.d.ii of the Zoning Ordinance. All required fences shall be constructed in accordance with Section 5.2.E of the Zoning Ordinance, with all poles and bracing located on the interior

ASPEN CROSSING

Date of Preparation: June 9, 2017

Sheet 2 of 3

side of the fence. Fencing along the arterial streets shall be installed by the Owner/Developer. In addition, the Owner/Developer shall install a minimum 6-foot high opaque fence on the portions of "ASPEN CROSSING" that are located adjacent to the proposed "Commercial Area" on the northeast corner of South Aspen Avenue and West Jasper Street.

Bracing and poles around the commercial area shall be located on the residential side. Maintenance and ownership of the fence along arterial streets and around the "Commercial Area" shall be the responsibility of the Homeowners' Association. Fencing plans shall be presented to and approved by the Planning Commission at the same time landscape plans are submitted for review.

2.5 Sidewalks

Blocks 4/5/6: Sidewalks shall be installed in accordance with the subdivision regulations. Sidewalk shall be constructed by the Owner/Developer in all reserve areas that are adjacent to a street.

Blocks 1/2/3: Sidewalks shall not be required in this gated subdivision. However, a pedestrian path/walkway providing access to the Reserve Areas 'B' and 'C'; and Reserve 'D' along the northerly border of Block 3 shall be designed by the Owner/Developer and approved by the Planning Commission at the time of site development.

SECTION IV. PRIVATE COVENANTS

For the purpose of providing an orderly development of the addition and for maintaining conformity for the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the addition.

4.1 Development and Construction Standards

4.1.1 No residence or other permanent structure shall be erected, placed, or altered on any lot in "ASPEN CROSSING" until the floor plan, exterior elevation and materials thereof, plot plan (which plot plan shows the location and facing of such building on the lot), all of which have been drawn by a professional architect or home designer, has been approved, in writing, by the Owner/Developer or the Association. Neither the Owner/Developer nor the Association shall be liable for any approval. Disapproval, or failure to approve hereunder, and their respective approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or disapproval or the failure to approve any building plans shall not be deemed a waiver of any restriction. After the Owner/Developer sells all its lots in "ASPEN CROSSING," the rights and powers of the Owner/Developer shall transfer to the Association.

4.1.2 Enclosed garages providing for a minimum of two (2) automobiles shall be built on each lot. Carports are not permitted.

4.1.3 Driveways are required on each lot, and shall be constructed of all weather surface such as concrete, brick, or other masonry materials acceptable to the Owner/Developer. Driveways must extend from street to garage door opening and be no less than sixteen feet (16.0') in width.

4.1.4 No pre-existing or offsite built residence may be moved onto any lot. All tool sheds, hobby rooms, or other outbuildings shall conform to the basic architectural styling of the dwelling, including masonry requirements, and to the square footage restrictions approved by the Owner/Developer in writing and in conformance with the Zoning Code of the City of Broken Arrow. All such outbuildings shall be shingled with the same color and type of shingle as the dwelling. No garage or outbuilding on any lot shall be used as a residence or living quarters. Further, no detached structure or building for purely ornamental or other purposes shall be erected on any part of any lot without the prior written consent of the Owner/Developer.

4.1.5 All roofs must have a minimum pitch of 6/12. Roofs shall be organic or inorganic composition shingle with a twenty-five (25) year or greater rating. The Owner/Developer may approve, upon prior written request exceptions to these roof materials and pitch requirements provided such exceptions comply with the PUD for "ASPEN CROSSING" and the Zoning Code for the City of Broken Arrow. Approval may be granted when deemed appropriate by the Owner/Developer to recognize historical architectural styles, or significant physical characteristics of a house plan or building.

4.1.6 Exterior lighting, except temporary seasonal, decorative lighting (35 days or less) and low voltage landscape lighting, is limited to non-glare bulbs or shielded fixtures.

4.1.6 Exterior lighting, except temporary seasonal, decorative lighting (35 days or less) and low voltage landscape lighting, is limited to non-glare bulbs or shielded fixtures.

4.1.7 No television, radio, or other antennae or reception devices, other than a twenty inch (20") or smaller television satellite dish, shall be

constructed or maintained on any lot without the written approval of the Owner/Developer. Satellite dishes permitted herein shall be installed and maintained on the backside of the residential structure, shall not extend above the roof line and shall not be visible from streets in front of said structure, provided, that these types of reception devices shall only be installed after express approval of the Association, which shall not be unreasonably denied, and the devices shall be painted a color to match the existing residential structures and be installed with landscaping and/or in a manner to restrict their view from adjacent properties.

4.1.8 Roof mounted equipment, including mechanical, air conditioning, and solar equipment, will not be allowed. This provision shall not include small (less than 20") satellite dishes. See the provision above.

4.1.9 Except as provided herein, no vehicle, motorcycle, motor bike, camper, trailer, boat, all terrain vehicle (ATV), or recreational vehicle (RV), or similar vehicle or equipment, whether or not operable (collectively referred to as "vehicles") shall be kept, parked, stood, or stored on any lot, street, or the common area, except in a garage or in an area where the Association has given its prior written approval thereof. Regular passenger vehicles, such as automobiles, passenger vans, SUV's, and commercial vehicles of 3/4 ton or less, are permitted to be parked in the driveway overnight. Further, boats, trailers and RV's may be parked temporarily (for a period not to exceed 48 consecutive hours per week) on the driveway of a lot for purposes of loading, unloading, or washing. Vehicles shall not be kept, parked, or stored on the lot, except in a side yard, completely screened by privacy fencing from view of neighboring lots, streets, and other property. Parking on the street is reserved for the lot owners' guests and visitors. Lot owners' vehicles (or vehicles under their dominion and control) shall not be parked or stored in any street, nor in any other manner which impairs or impedes sidewalk use or other public access. Lot owners shall keep their respective garages free from clutter and debris so that garages may be consistently used for the parking and/or storage of vehicles, repair of vehicles on the lot is prohibited. Washing or polishing of vehicle on the driveway is allowed, provided however, vehicle repair may occur in the enclosed garage, as long as the garage effectively screens the sight and sound of such activities from neighboring properties and from the street. Inoperable vehicles shall not be kept, parked, or stored on a lot at any time. Notwithstanding any other provision herein, no commercial vehicles shall be parked or stored at any time on or in front of any lot, street, or common area without the Association's prior written consent.

4.1.10 The owner of each lot and/or residence shall keep the same free from rubbish, litter, and noxious weeds.

4.1.11 All household garbage, trash cans, rubbish, or litter shall be stored from street view until twelve (12) hours before the designated date for collection. All waste containers must be removed from the curbside and screened from roadway view within twelve (12) hours after refuse collective vehicles empty the containers.

4.1.12 No exposed clothes line poles or outdoor clothes drying apparatus will be permitted on any lot.

4.1.13 All structures, landscaping, and improvements shall be maintained in good condition and in good repair at all times.

4.1.14 No sign or other advertising of any kind shall be placed or maintained on any lot longer than twenty-four (24) hours, except that neatly painted real estate signs of standard size may be placed in the front yard of a residence that is "for sale." Notwithstanding above, the Owner/Developer shall be allowed to install any sign(s) necessary for the purposes connected with the development of "ASPEN CROSSING" as approved by the City of Broken Arrow. The Owner/Developer may approve other signs upon written request.

4.1.15 So long as a rural type mailbox is in use in "ASPEN CROSSING" by the United States Postal Service, all mailboxes and mailbox pedestals in "ASPEN CROSSING" shall conform in design to the specific plan approved by the Owner/Developer and the location and design shall match the design of the residential structure and conform to the specifications of the United States Postal Service. The mailbox shall be positioned so that the front face is approximately six inches (6") from the face of the curb and six inches (6") from the inside edge of a driveway. "Inside edge" shall mean the edge of the driveway that borders the largest contiguous lot area. The bottom of the mailbox shall be thirty-eight inches (38") from street level.

4.1.16 All lots shall be sodded and landscaped within ten (10) days of occupancy or one hundred twenty (120) days after final inspection, whichever occurs first. The front, back, and side yards of each lot shall be fully sodded upon completion of the construction of any residence. Each lot shall have a reasonable landscape package in the front yard upon completion of the construction of any residence.

4.1.17 It shall be the duty and obligation of the owners of each lot to preserve and protect the trees located on such lot. The Association shall be responsible for protecting and preserving the trees in all common areas, which shall be a common expense. The owner of each lot shall make an effort to save all trees possible and shall

exercise care to protect the root systems of all trees during construction.

4.1.18 Each property owner shall consult and follow the final grading plan filed at the City of Broken Arrow. It is the responsibility of the property owner to ensure their lot is graded in accordance with said grading plan. If a lot has not been graded properly, the property owner who is at fault must make immediate changes to bring said lot into accordance with the drainage plan. The lot shall receive and drain in an unobstructed manner, the storm 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 in a manner which would impair the drainage of storm and surface waters over and across their lot. The forgoing covenants set forth in this paragraph may be enforceable by any effected lot owner, the City of Broken Arrow, the Owner/Developer and/or the Homeowners' Association.

4.1.19 No livestock or poultry shall be raised, bred, or kept, subject to the ordinances of the City of Broken Arrow, at any residence or on any lot. Common household pets may be kept, provided that they are not bred or maintained for commercial purposes, and so long as they do not pose a threat or create a nuisance to the neighbors.

4.1.20 Excessive noise that intrudes upon the peaceful enjoyment of a residents' property is not permitted.

4.1.21 Specific Requirements for "ASPEN CROSSING" Blocks 4/5/6:
The following requirements apply specifically to "Aspen Crossing Tract 2"

4.1.21.1 Law Compliance: Each owner shall promptly and properly comply with all Federal, State, County, or Local Laws, Statutes, Ordinances, Rules, and Regulations regarding the use and occupancy of the lot owner's property and construction and maintenance of any improvements thereon, including, but not limited to, applicable zoning, land use, and health and safety issues.

4.1.21.2 The Restrictive Covenants, together with the other documents incorporated herein by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause, or provision herein contained shall not serve to render the balance of this instrument void or unenforceable and the same shall be thereafter constructed as if such clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor or any successor in the title to enforce any given restriction, covenant, or condition, at any time or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes in the subdivision or the overall appearance of the subdivision, the architectural committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable event an covenant becomes invalid or unenforceable.

SECTION V. HOMEOWNERS' ASSOCIATION

5.1. Formation.

The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "The Aspen Crossing Homeowners' Association, Inc." (the "Association") for the general purposes of maintaining the landscaping, private streets, alleyways, reserve areas, parking and driveways and other common areas and to enhance the desirability and attractiveness of the subdivision. The Owner/Developer will control the Association until such time that it is turned over to the Homeowners'. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas, streets and driveways (whether within or without the addition) and common areas as designated on the plat.

5.2. Maintenance.

Reserve Areas: the Association, except as hereinafter provided, shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat and the reserve areas are reserved for subsequent conveyance to the Association.

SECTION VI. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

6.1. Enforcement

The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors and assigns, within the provisions of SECTION I. EASEMENTS AND UTILITIES, are set forth certain covenants and the enforcement rights pertaining thereto, and whether or not therein so stated the covenants within Section I, shall inure to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma.

6.2. Duration

These restrictions shall remain in full force and effect until 20 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

6.3. Amendment

The covenants contained within SECTION I. STREETS, EASEMENTS AND UTILITIES, may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended at any time by an instrument in writing signed by the owners of at least sixty percent (60 %) of all lots in the addition and signed by the Owner/Developer; providing. However, that until the Owner/Developer has sold all lots in the addition. The Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the addition.

6.4. 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 of any part hereof as set forth herein, which shall remain in full force and effect.

WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this ____ day of _____, 2017.

Capital Homes Residential Group, L.L.C.
an Oklahoma limited liability corporation

By: David Charney, Manager

State of Oklahoma)
) s.s.
County of Tulsa)

This instrument was acknowledged before me this ____ day of _____, 2017, by David Charney, Manager of Capital Homes Residential Group, L.L.C.

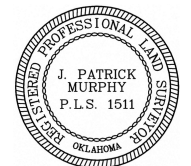
Notary Public
My commission No. _____
expires _____

CERTIFICATE OF SURVEY

I, J. Patrick Murphy, of Tulsa Engineering & Planning Associates, Inc., a 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 "ASPEN CROSSING", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this ____ day of _____, 2017.

J. Patrick Murphy
Registered Professional Land Surveyor



State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this ____ day of _____, 2017, by J. Patrick Murphy.

Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2020

Conceptual Utilities Plan

Aspen Crossing

A subdivision in the City of Broken Arrow, being a part of the SE/4 of Section 3, Township 17 North, Range 14 East of the Indian Meridian, Tulsa County, State of Oklahoma

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

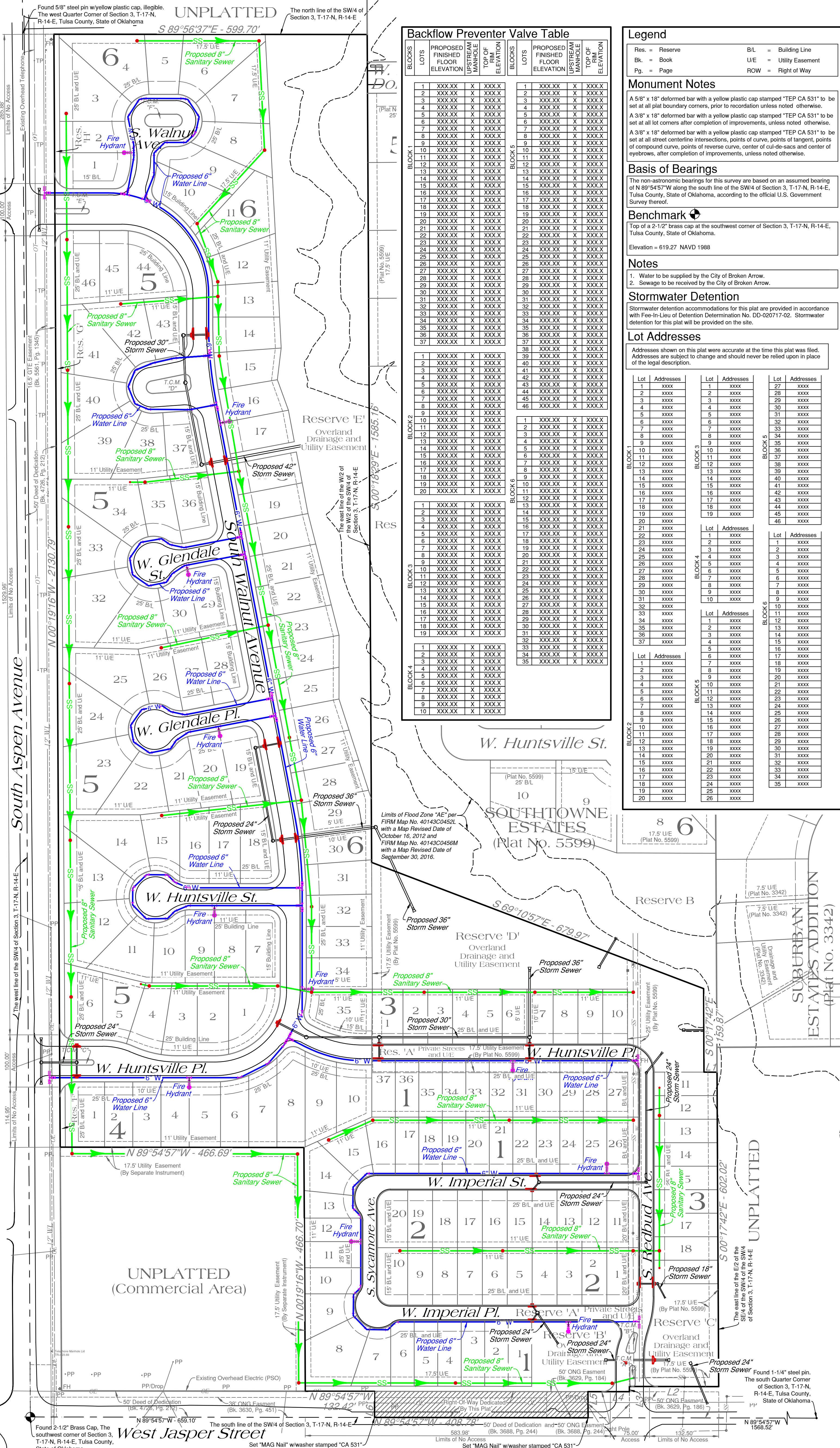
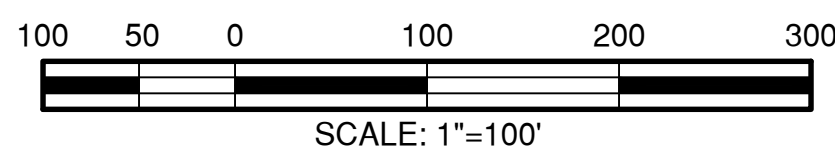
an Oklahoma corporation
9820 East 41st Street, Suite 102
Tulsa, Oklahoma 74146
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2017

OWNER / DEVELOPER

Capital Homes Residential Group, L.L.C.

an Oklahoma Limited Liability Company
P.O. Box 240
Owasso, Oklahoma 74055
918.376.6536



Backflow Preventer Valve Table

Table with columns for Block, Lot, Proposed Finished Floor Elevation, and Proposed Storm Sewer Elevation. It lists data for lots 1 through 37 across multiple blocks.

Legend

- Res. = Reserve
Bk. = Book
Pg. = Page
BL = Building Line
UE = Utility Easement
ROW = Right of Way

Monument Notes

A 5'8" x 18" deformed bar with a yellow plastic cap stamped 'TEP CA 531' to be set at all plat boundary corners, prior to recordation unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this survey are based on an assumed bearing of N 89°54'57"W along the south line of the SW/4 of Section 3, T-17-N, R-14-E, Tulsa County, State of Oklahoma, according to the official U.S. Government Survey thereof.

Benchmark

Top of a 2-1/2" brass cap at the southwest corner of Section 3, T-17-N, R-14-E, Tulsa County, State of Oklahoma.

Elevation = 619.27 NAVD 1988

Notes

- 1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.

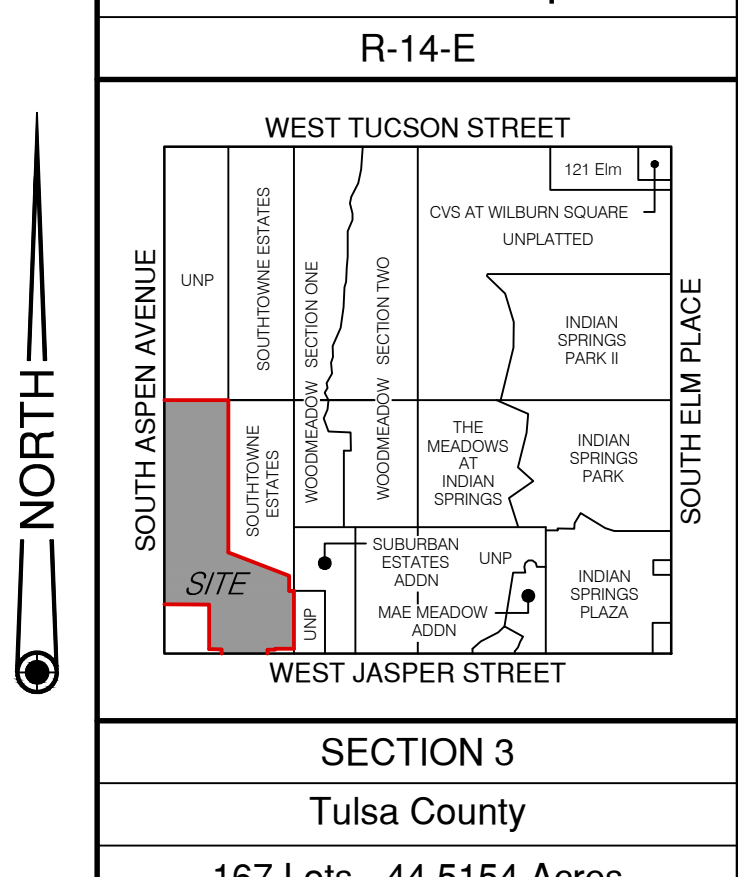
Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Free-In-Lieu-of-Detention Determination No. D0-G0717-02. Stormwater detention for this plat will be provided on the site.

Lot Addresses

Addresses shown on this plat were 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.

Location Map



SECTION 3

Tulsa County

167 Lots - 44.5154 Acres

Line Table

Table with columns for No., Bearing, and Distance. It lists 15 line segments with their respective bearings and distances.

Curve Table

Table with columns for No., Delta, Radius, Length, Chord Bearing, and Chord Distance. It lists 37 curve segments with their geometric details.

**IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA**

IN THE MATTER OF THE APPLICATION)
OF ASPEN CORNER, LLC, FOR A DECREE)
VACATING A PORTION OF THE PLAT OF)
SOUTHTOWNE ESTATES, AN ADDITION)
TO THE CITY OF BROKEN ARROW,)
STATE OF OKLAHOMA.)

APPLICATION

COMES NOW the Applicant, Aspen Corner, LLC, an Oklahoma limited liability company (“**Applicant**”), and represents to the Court as follows:

1. Pursuant to a Plat and Deed of Dedication and Restrictive Covenants filed in the records of the Tulsa County Clerk on or about March 11, 2002 as Plat No. 5599 in Book 6707 at Page 2402 (such Plat and Deed of Dedication and Restrictive Covenants is hereinafter referred to as the “**Plat**”), certain real property located in the City of Broken Arrow, Tulsa County, Oklahoma, was surveyed, staked and subdivided into Residential Lots, Blocks, Reserve Areas and Streets known as “SouthTowne Estates”.

2. The Plat was specifically modified by: Amendment to Deed of Dedication and Restrictive Covenants filed April 2, 2004 at Book 7265 at Page 1; Addendum – Deed of Dedication and Restrictive Covenants filed October 9, 2009 as Document No. 2009104902; Amendment to Deed of Dedication and Restrictive Covenants filed February 24, 2011 as Document No. 2011017057; Amendment and Ratification to Restrictive Covenants filed April 1, 2013 as Document No. 2013031053; Amendment to Deed of Dedication and Restrictive Covenants filed March 16, 2015 as Document No. 2015020670; and Amendment to Deed of Dedication and Restrictive Covenants filed May 25, 2016 as Document No. 2016048797;

Amendment to Deed of Dedication and Restrictive Covenants filed May 25, 2016 as Document No. 2016048800.

3. On June 4, 2014, Applicant acquired Lot 1, Block 8, in SouthTowne Estates (the “**Block 8 Property**”). The Deed by which Applicant acquired the Block 8 Property was recorded on June 6, 2014, as document number 201404778.

4. Applicant’s current address is 7170 South Braden Avenue, Suite 200, Tulsa, Oklahoma 74136.

5. Applicant intends to develop the Block 8 Property by incorporating the Block 8 Property, along with adjoining property, in a new residential subdivision plat.

6. No public streets were dedicated or exist within the Block 8 Property.

7. The Block 8 Property is separated from the remainder of SouthTowne Estates by an active flowing creek bed and flood zone and Reserve “B”.

8. The Block 8 Property is not connected to the remainder of SouthTowne Estates by any streets or bridges over the flowing creek and flood zone and Reserve “B”, and the Block 8 Property does not have access to any of the streets in SouthTowne Estates dedicated in the Plat.

9. Although the Plat dedicated certain public utility easements within the Block 8 Property, such easements were for the purpose of utilities serving the Block 8 Property and not the remainder of SouthTowne Estates, with the exception of the 25-foot utility easement in which a sanitary sewer line is located; no utilities have been installed or are located within the perimeter 17.5-foot utility easements on the Block 8 Property; and the dedicated 17.5-foot utility easements on the Block 8 Property are not needed or beneficial for the remainder of SouthTowne Estates.

10. The Block 8 Property consists of one (1) single lot that is approximately 6.44 acres in size. The average residential lot size in the remainder of SouthTowne Estates is approximately .45 acres. It was never intended that the Block 8 Property would be developed as a single residential lot.

11. By this Action, Applicant seeks to vacate the Plat, as amended, insofar as it applies to the Block 8 Property, resulting in the vacation of the SouthTowne Estates lot lines, 17.5-foot utility easements, limits of no access, setbacks, development standards and other restrictive covenants imposed upon the Block 8 Property.

12. Attached as **Exhibit A** is a list prepared by Guaranty Abstract Company evidencing all persons owning real property located within 300 feet of the Block 8 Property.

13. The vacation of the Block 8 Property from the Plat will not injuriously affect the rights of owners of any other portion of Southtowne Estates or the public.

WHEREFORE, Applicant prays for an order from this Court vacating the Plat, as amended, insofar as it applies to the Block 8 Property, resulting in the vacation of the SouthTowne Estates lot lines, 17.5-foot utility easements, limits of no access, setbacks, development standards and other restrictive covenants imposed upon the Block 8 Property.

Respectfully Submitted,

JONES, GOTCHER & BOGAN, P.C.

By: _____

Thomas L. Vogt, OBA 10995
3800 First Place Tower
15 East Fifth Street
Tulsa, OK 74103-4309
(918) 581-8200
(918) 583-1189 *facsimile*
ATTORNEY FOR APPLICANT

VERIFICATION

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Thomas L. Vogt, being first duly sworn, upon his oath, deposes and states: That he is authorized as attorney on behalf of Aspen Corner, LLC, Applicant in the above entitled cause, to execute this verification on its behalf, that he has read the above and foregoing instrument, knows the contents thereof, and believes the same to be true and correct to the best of his knowledge and belief.

Thomas L. Vogt

Subscribed and sworn to before me this ____ day of _____, 2017 by Thomas L. Vogt.

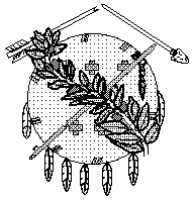
[Seal]

Notary Public

My Commission No.: _____ Expires: _____

This Application to be heard on the ____ day of _____, 2017 at _____ o'clock __.m. before Judge _____.

Exhibit A



City of Broken Arrow

Fact Sheet

File #: 17-2345, **Version:** 1

Broken Arrow Planning Commission
07-13-2017

To: Chairman and Commission Members
From: Development Services Department
Title: Approval of PT17-106, Preliminary Plat, Muhich Industrial Park, 71.86 acres, 10 Lots, A-1 to IL/PUD-259, one-half mile west of Evans Road, south of Kenosha Street

Background:

Applicant: Tim Terral, Tulsa Engineering and Planning Associates, Inc.
Owner: JM Assets, LP
Developer: JM Assets, LP
Engineer: Tulsa Engineering and Planning Associates, Inc.
Location: One-half mile west of Evans Road, south of Kenosha Street
Size of Tract: 71.86 acres
Number of Lots: 1 (10 proposed)
Present Zoning: A-1 (Agricultural) to IL (Industrial Light)/PUD-259
Comp Plan: Level 6 (Regional Employment/Commercial) via BACP-159

PT17-106, the preliminary plat for Muhich Industrial Park, contains 71.86 acres and is proposed to be divided into 10 lots. This property is located one-quarter mile west of Oak Grove Road, south of Kenosha Street.

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.

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
Preliminary Plat and Covenants
Conceptual Utilities

Recommendation:

Staff recommends PT17-106, preliminary plat for Muhich Industrial Park, be approved, subject to the attached checklist.

Reviewed By: Larry R. Curtis

Approved By: Michael W. Skates

LRC: ALY

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PLAT: Muhich Industrial Park
CASE NUMBER: PT17-106
RELATED CASE NUMBERS:
COUNTY: Wagoner
SECTION/TOWNSHIP/RANGE: 08-18-15
GENERAL LOCATION: One-quarter mile west of Evans Road, south of Kenosha Street
CURRENT ZONING: IL/PUD-259
SANITARY SEWER BASIN:
STORM WATER DRAINAGE BASIN: Adams Creek

ENGINEER: Tulsa Engineering & Planning Associates, INC
ENGINEER ADDRESS: 9820 E 41st St Ste. 102
Tulsa, OK 74146
ENGINEER PHONE NUMBER: 918-359-6413

DEVELOPER/OWNER: J M Assets, LP
DEVELOPER ADDRESS: 4203 Spinnaker Cove
Austin, TX 78731
DEVELOPER PHONE NUMBER: 512-657-6789

OWNER: J M Assets, LP
DEVELOPER ADDRESS: 4203 Spinnaker Cove
Austin, TX 78731
DEVELOPER PHONE NUMBER: 512-657-6789

PRELIMINARY PLAT

APPLICATION MADE: June 19, 2017
TOTAL ACREAGE: 64.84
NUMBER OF LOTS: 8
TAC MEETING DATE: July 11, 2017
PLANNING COMMISSION MEETING DATE: July 13, 2017
COMMENTS:

1. ____ Place case number (PT17-106) in lower right corner of plat.
2. ____ Add addresses as assigned by the City of Broken Arrow.
3. ____ Update the number of lots and acreage below the vicinity map.
4. ____ Use Broken Arrow Street names on the north/south streets on the vicinity map. 37th Street “(South 209th E. Avenue) and Evans Road (South 225th E. Avenue).
5. ____ Section 1.1 does not dedicate 45th Place as a public street. Kenosha Street is already public.
6. ____ Section 2.1.2 does not match approved PUD-259. Minimum setback from South 45th Place is 30-feet in the PUD.
7. ____ Section 2.3.3 of the covenants is missing the rear yard setback of 30-feet.
8. ____ Please give the dimension for the right-of-way dedicated along Kenosha Street.
9. ____ Extend the utility easement south of lot 1 across the mutual access easement to the south.
10. ____ Responsibility for the maintenance of storm water detention areas needs to be stated in the covenants.
11. ____ How will detention easements areas be accessed for maintenance? Provide a 20-foot access from the public street to the detention areas, per the zoning ordinance, or add language to the covenants allowing access across properties for the purpose of maintaining detention areas.
12. ____ Lot 2, Block 1 needs to be a reserve area with a 17.5-foot utility easement along Kenosha Street.
13. ____ Locate the sanitary sewer in a separate sanitary sewer easement.
14. ____ The written legal and the drawing will not close look at 2nd leg after the POB.

CONDITIONAL FINAL PLAT

NAME OF CONDITIONAL FINAL PLAT:
APPLICATION MADE:
TOTAL ACREAGE:

NUMBER OF LOTS:
TAC MEETING DATE:
PLANNING COMMISSION MEETING DATE:
CITY COUNCIL MEETING DATE:
COMMENTS:

- 15. _____
- 16. _____
- 17. _____
- 18. _____

CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

- ____ NATURAL GAS COMPANY APPROVAL
- ____ ELECTRIC COMPANY APPROVAL
- ____ TELEPHONE COMPANY APPROVAL
- ____ CABLE COMPANY APPROVAL

CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

- ____ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH
OKLAHOMA CORPORATION COMMISSION, CAROL COLLETT 405-521-2108

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

- ____ STORMWATER PLANS, APPROVED ON:
- ____ PAVING PLANS, APPROVED ON:
- ____ WATER PLANS, APPROVED ON:
- ____ SANITARY SEWER PLANS, APPROVED ON:
- ____ SEWAGE DISPOSAL PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON:
- ____ WATER PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____
- ____ IS A SIDEWALK PERFORMANCE BOND DUE? _____ HAVE THEY BEEN SUBMITTED? _____
- ____ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER AND PAVING? (CIRCLE APPLICABLE) _____ HAVE THEY BEEN SUBMITTED? _____
- ____ PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: _____
- ____ BUILDING PAD ELEVATIONS ON EACH LOT PLACED ON A COPY OF THE FINAL PLAT
- ____ MONUMENTS SHOWN ON PLAT
- ____ SLOPE ANALYSIS (1:4) FOR LOTS ADJACENT TO DRAINAGE CHANNELS APPROVED

PLANNING DEPARTMENT APPROVAL

- ____ ADDRESSES REVIEWED AND APPROVED
- ____ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?
- ____ PLANNING DEPARTMENT REVIEW COMPLETE ON:
- ____ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:
- ____ FINAL PLAT SENT TO PROJECT ENGINEER FOR FINAL REVIEW ON:

FEES

- ____ FINAL PLAT PROCESSING FEE \$ _____
- ____ WATER LINE (S) UNDER PAYBACK CONTRACT \$ _____
- ____ EXCESS SEWER CAPACITY FEE \$ _____
- ____ ACCELERATION/DECELERATION LANES ESCROW \$ _____
- ____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS \$ _____
- ____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS \$ _____
- ____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS \$ _____
- ____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST \$ _____

____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON. \$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON. \$ _____
____ STREET SIGNS, LIGHTS, ETC. \$ _____
____ STORM WATER FEE-IN-LIEU OF DETENTION \$ _____

TOTAL FEE(S) \$ _____

FINAL PROCESSING OF PLAT

____ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: _____
____ FEES PAID ON: _____ IN THE AMOUNT OF: _____
____ FINAL PLAT PICKED UP FOR FILING ON: _____
____ 6 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT
____ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

Preliminary Plat
Planned Unit Development 259

Muhich Industrial Park

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

I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the _____ tax rolls the taxes on the above description are paid.

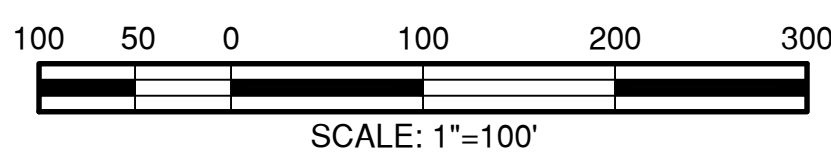
Dana Patten, County Treasurer

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

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

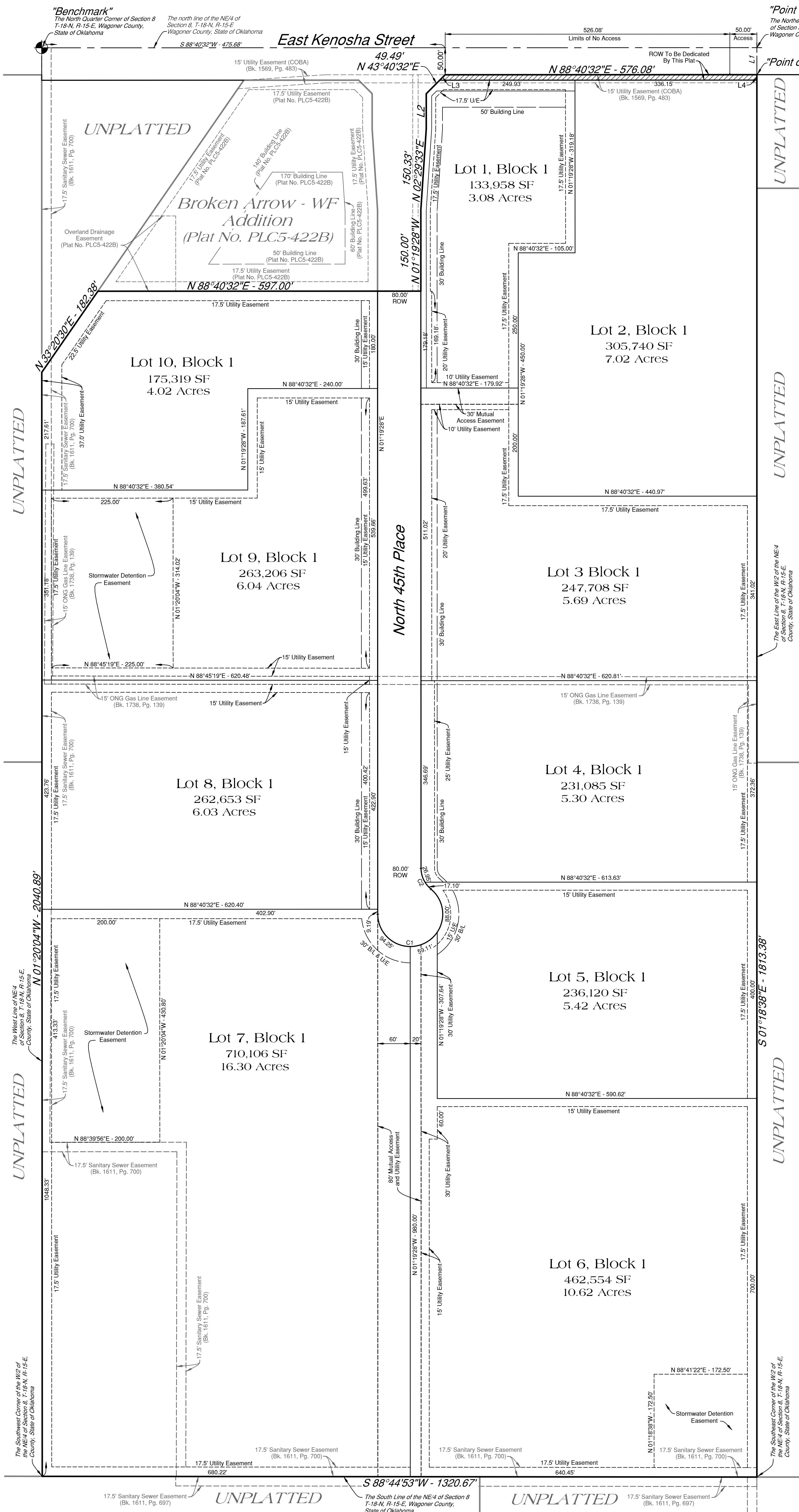
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2017



OWNER / DEVELOPER

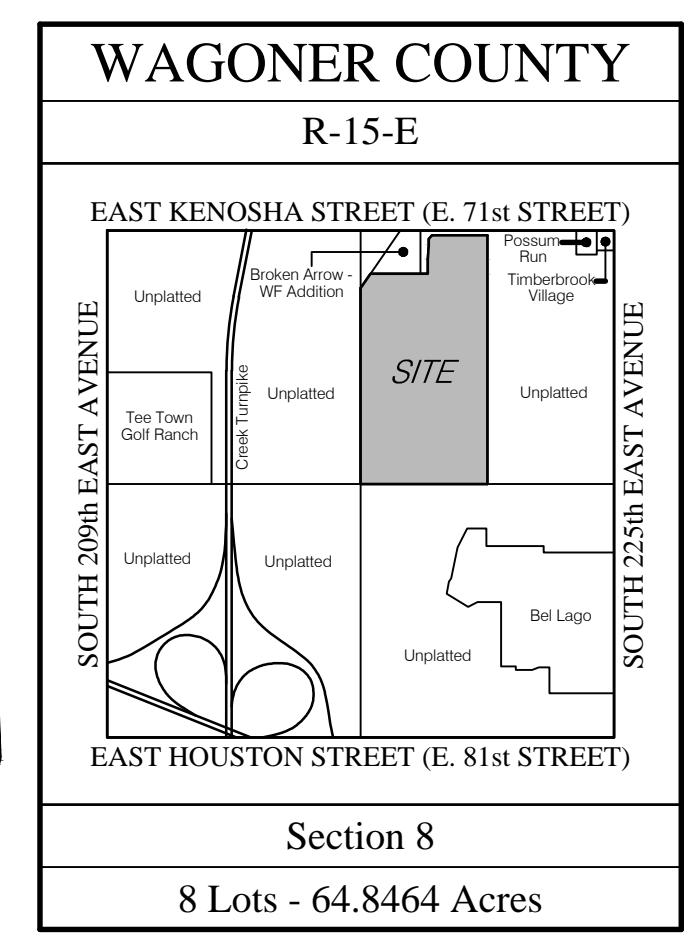
JM Assets, LP

a Texas Limited Partnership
4203 Spinnaker Cove
Austin, TX 78731
512.657.6789



"Point of Commencement"
The Northeast Corner of the W/2 of the NE/4 of Section 8, T-18-N, R-15-E, Wagoner County, State of Oklahoma

"Point of Beginning"
The Northeast Corner of the W/2 of the NE/4 of Section 8, T-18-N, R-15-E, Wagoner County, State of Oklahoma



Legend

Bk. = Book	U/E = Utility Easement
Pg. = Page	ROW = Right of Way
BL = Building Line	

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" 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 CA 531" 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 CA 531" to be set at all street centerline intersections, points of curve, points of tangency, 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 assumed 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, according to the Official U.S. Government Survey thereof.

Benchmark

Top of an Oklahoma Department of Transportation Brass Cap at the N/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-11216-17. 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.

Lot	Address
1	xxxx
2	xxxx
3	xxxx
4	xxxx
5	xxxx
6	xxxx
7	xxxx
8	xxxx

Backflow Preventer Valve Table

BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	PROPOSED MANHOLE ELEVATION	TOP OF RIM ELEVATION	BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	PROPOSED UPSTREAM MANHOLE ELEVATION	TOP OF RIM ELEVATION
1	XXXX	XX	XXXX	X	XXXX				
2	XXXX	XX	XXXX	X	XXXX				
3	XXXX	XX	XXXX	X	XXXX				
4	XXXX	XX	XXXX	X	XXXX				
5	XXXX	XX	XXXX	X	XXXX				
6	XXXX	XX	XXXX	X	XXXX				
7	XXXX	XX	XXXX	X	XXXX				
8	XXXX	XX	XXXX	X	XXXX				

If the actual finished floor elevation is lower than one (1) foot above the top of rim elevation of the upstream manhole, it shall be the builder's responsibility to install a backflow preventer valve near the building according to Broken Arrow Ordinance No. 2173, Section 24-100, adopted October 5, 1998.

* These lots require a backflow preventer valve.

Line Table

No.	Bearing	Distance	No.	Bearing	Distance
L1	S 01°18'38"E	50.00'	L3	N 43°40'32"E	14.14'
L2	N 01°19'28"W	65.01'	L4	S 01°19'28"E	10.00'

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	230°28'43"	60.00'	241.36'	S 63°26'10"E	108.54'
C2	50°28'44"	50.00'	44.05'	N 26°33'50"W	42.64'

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

Muhich Industrial Park
PT17-XXX
Sheet 1 of 2
Date of Preparation: July 6, 2017

DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR MUHICH INDUSTRIAL PARK

KNOW ALL MEN BY THESE PRESENTS:

THAT JM Assets, LP, a Texas Limited Partnership, hereinafter referred to as the "Owner/Developer" is the owner of the following described real estate situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, to wit:

A tract of land located in the W/2 of the NE/4 of Section 8, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

A tract of land located in the W/2 of the NE/4 of Section 8, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the northeast corner of the W/2 of the NE/4 of Section 8, T-18-N, R-15-E; Thence S 01°18'38"E along the easterly line of said W/2 of the NE/4 a distance of 50.00 feet to the "Point of Beginning";

Thence continuing S 01°18'38"E along the easterly line of said W/2 of the NE/4 a distance of 2592.56 feet to the southeast corner of said W/2 of the NE/4;

Thence S 88°44'53"W along the south line of the NE/4 a distance of 1320.67 feet to the southwest corner of the NE/4;

Thence N 01°20'04"W along the west line of the NE/4 a distance of 2040.89 feet to the southeasterly line of a tract of land per General Warranty Deed recorded in Book 1570, Page 543;

Thence N 33°20'31"E along said southeasterly line a distance of 182.38 feet to the southerly line of "Broken Arrow-WF Addition", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, filed as PLC5-422B in the records of the Wagoner County Clerk's office;

Thence N 88°40'32"E along said southerly line and parallel with the north line of the NE/4 a distance of 597.00 feet to the southeast corner of Tract B of said "Broken Arrow-WF Addition";

Thence N 01°19'28"W along the east line of said Tract B a distance of 150.00 feet;

Thence N 02°29'23"E continuing along said east line a distance of 150.33 feet;

Thence N 01°19'28"W continuing along said east line a distance of 65.01 feet;

Thence N 43°40'32"E continuing along said east line a distance of 49.49 feet to a point 50.00 feet south of a measured perpendicular to the north line of the NE/4;

Thence N 88°40'32"E and parallel with the north line of the NE/4 a distance of 576.08 feet to the east line of the W/2 of the NE/4 and the "Point of Beginning".

Said tract contains 3,133,812 square feet or 71.9424 acres.

The non-astronomic bearings for said tract are based on the Oklahoma State Plane Coordinate North Zone with a 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, according to the Official U.S. Government Survey thereof.

Owner/Developer has caused the above described lands to be surveyed, staked, platted and subdivided into ten (10) lots and one (1) block in conformity with the accompanying plat, and has designated the subdivision as "MUHICH INDUSTRIAL PARK", 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 Owner/Developer does hereby dedicate for public use the street (East Kenosha Street) as depicted on the accompanying plat; and does 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 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 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 Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer 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 along the northerly perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. 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 owner does 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 electric, 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 easements.

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 a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 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 reserve 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.

1.6 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East Kenosha Street within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, Oklahoma.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "MUHICH INDUSTRIAL PARK" was submitted as a planned unit development (entitled PUD No. 259) 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 April 4, 2017 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 259 was approved by the Broken Arrow Planning Commission on March 23, 2017 and approved by the City of Broken Arrow City Council, on April 4, 2017; 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 Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

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

The development of "MUHICH INDUSTRIAL PARK" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on April 4, 2017, or as may be subsequently amended.

2.1 Development Standards - Lot 1/Block 1

2.1.1 Permitted Uses: As permitted in the CH District, by right or specific use permit.

2.1.2 Minimum Building Set Backs: From East Kenosha Street ROW 50 feet, From South 45° Place ROW 110 feet, From the east boundary 0 feet, From the south boundary 20 feet

2.1.3 Parking: As provided in accordance with "Section 5.4 - Off Street Parking and Loading" of the City of Broken Arrow Zoning Ordinance.

2.1.4 Sign Standards: As provided in accordance with "Section 5.7 - Signs" of the City of Broken Arrow Zoning Ordinance except no flashing, twinkling or animated signs shall be allowed. In addition, no portable signs or banners shall be placed on the lot. Freestanding signs may be permitted within a utility easement only if approval is granted by all utility companies. Freestanding signs shall be located a minimum of five feet from any sidewalk. All freestanding signs shall have a monument type base that covers support structures. The base of the sign shall be of the same material as the principal building on the lot.

2.1.5 Exterior Building Materials: The exterior vertical walls of all buildings abutting and adjacent to East Kenosha Street and 45th Place shall be constructed of masonry material.

2.1.6 Landscaping: Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance along both Kenosha Street and 45th Place except that a landscape edge of 20 feet shall be provided along Kenosha Street and a landscape edge of 10 feet shall be provided along 45th Place.

2.2 Development Standards - Lots 3, 4, 8 and 9/Block 1

2.2.1 Lots 3, 4, 8 and 9/Block 1 are regulated by the Department of Environmental Quality (DEQ) and will require DEQ approval before any development is possible. Lots 3, 4, 8 and 9/Block 1 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: Mini-Storage, RV Storage, Storage Yard (lay down areas*), Office/Warehouse, Warehouse, Utility Facility (minor), General Industrial Service, Light Assembly or similar uses.

* Lay down areas are to be arranged in a neat and orderly fashion.

2.2.3 Minimum Building Set Backs: From South 45° Place 30 feet, From the north boundary 0 feet, From the south boundary 0 feet, From abutting A-1 District 30 feet

2.2.4 Parking: As provided in accordance with "Section 5.4 - Off Street Parking and Loading" of the City of Broken Arrow Zoning Ordinance.

2.2.5 Sign Standard: As provided in accordance with "Section 5.7 - Signs" of the City of Broken Arrow Zoning Ordinance.

2.3 Development Standards - Lots 5, 6, 7 and 10/Block 1

2.3.1 Lot 7/Block 1 is regulated by the Department of Environmental Quality (DEQ) and will require DEQ approval before any development is possible. Lots 5, 6, 7 and 10/Block 1 shall be governed by the City of Broken Arrow Zoning Ordinance and the development regulations of the IL District, except as hereinafter modified.

2.3.2 Permitted Uses: Mini-Storage, RV Storage, Storage Yard (lay down areas*), Office/Warehouse, Warehouse, Utility Facility (minor), General Industrial Service, Light Assembly or similar uses.

* Lay down areas are to be arranged in a neat and orderly fashion.

2.3.3 Minimum Building Set Backs: From South 45th Place 30 feet, Side Yard abutting Same Zoning District 0 feet, Side Yard abutting Non-Residential Zoning District 0 feet, Side Yard abutting Residential or A-1 Zoning District 30 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.

2.3.6 Landscaping: Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance. A Landscape Buffer of at least 30 feet in width shall be provided along the east and south boundary of Lots 5, 6 and 7/Block 1 that abut Agriculture or Residential zoned land. Within the Landscape Buffer at least one medium to large tree shall be planted for every 25 lineal feet of landscape area, of which at least 50% shall be evergreen. Trees may be grouped together or evenly spaced. An effort will be made to preserve existing trees along the south and east boundary of Lots 5, 6 and 7/Block 1.

2.3.7 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 south and east boundaries of Lots 5, 6 and 7/Block 1.

2.4 Development Standards - Lot 2/Block 1

2.4.1 Lot 2/Block 1 is regulated by the Department of Environmental Quality (DEQ) and will require DEQ approval before any development is possible. Lot 2/Block 1 will be monitored per DEQ standards and regulations, based on sites with characteristics and issues consistent with those of Lot 2/Block 1. This area is to be left in its native state.

2.4.2 Permitted uses: Open Space and Fencing

2.4.3 Fencing and Signage: A 6-foot opaque, screening fence shall be installed, in accordance with Section 5.2 E of the City of Broken Arrow Zoning Ordinance, along the boundary of Lot 2/Block 1. Appropriate signage will be utilized on the fence warning the public of the sensitive nature of the property.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

3.1 Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I, Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I, whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Broken Arrow, Oklahoma. The covenants contained in Section II, Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the 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 "MUHICH INDUSTRIAL PARK". If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II, it shall be lawful for the City of Broken Arrow, Oklahoma, or any owner of a part of the land within "MUHICH INDUSTRIAL PARK" 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 "MUHICH INDUSTRIAL PARK" 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 attorneys fees and costs and expenses incurred in such action.

3.2 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.

3.3 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.

3.4 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.

IN WITNESS WHEREOF: JM Assets, LP, a Texas Limited Partnership, has executed this instrument this ___ day of _____, 2017.

JM Assets, LP a Texas Limited Partnership

John Muhich, Manager

State of Oklahoma)) ss County of Tulsa))

This instrument was acknowledged before me this ___ day of _____, 2017, by John Muhich, JM Assets, LP, a Texas Limited Partnership.

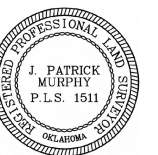
Notary Public My commission No. is _____ My commission expires _____

CERTIFICATE OF SURVEY

J. Patrick Murphy, of Tulsa Engineering & Planning Associates, Inc., a 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 "MUHICH INDUSTRIAL PARK", 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.

Executed this ___ day of _____, 2017.

J. Patrick Murphy Registered Professional Land Surveyor Oklahoma No. 1511



State of Oklahoma)) s.s. County of Tulsa))

The foregoing Certificate of Survey was acknowledged before me this ___ day of _____, 2017, by J. Patrick Murphy.

Jack Taber, Notary Public My commission No. is 12005192 My commission expires May 31, 2020

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

Concept Utility Plan

Muhich Industrial Park

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

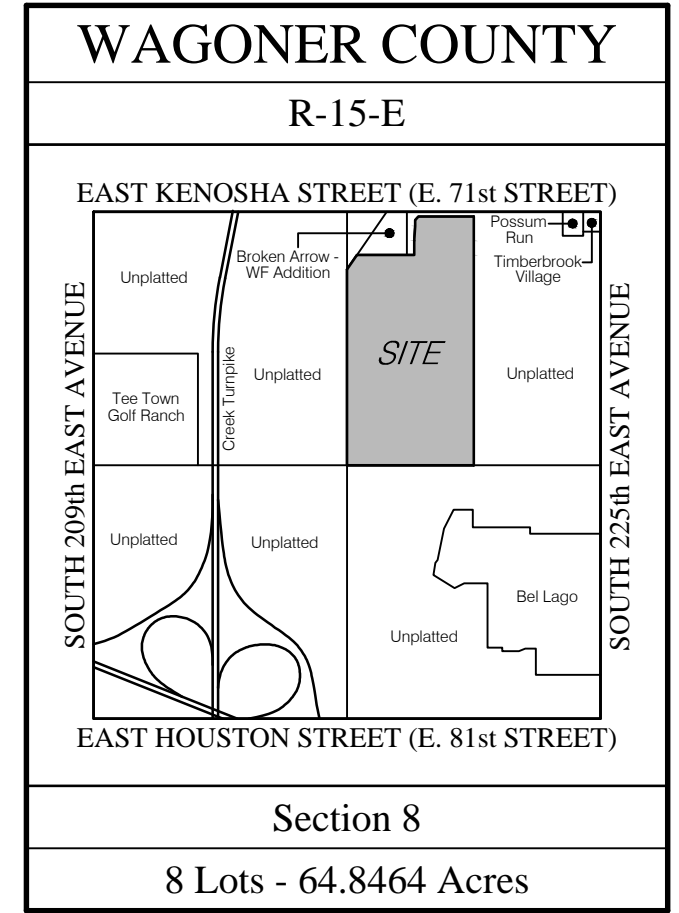
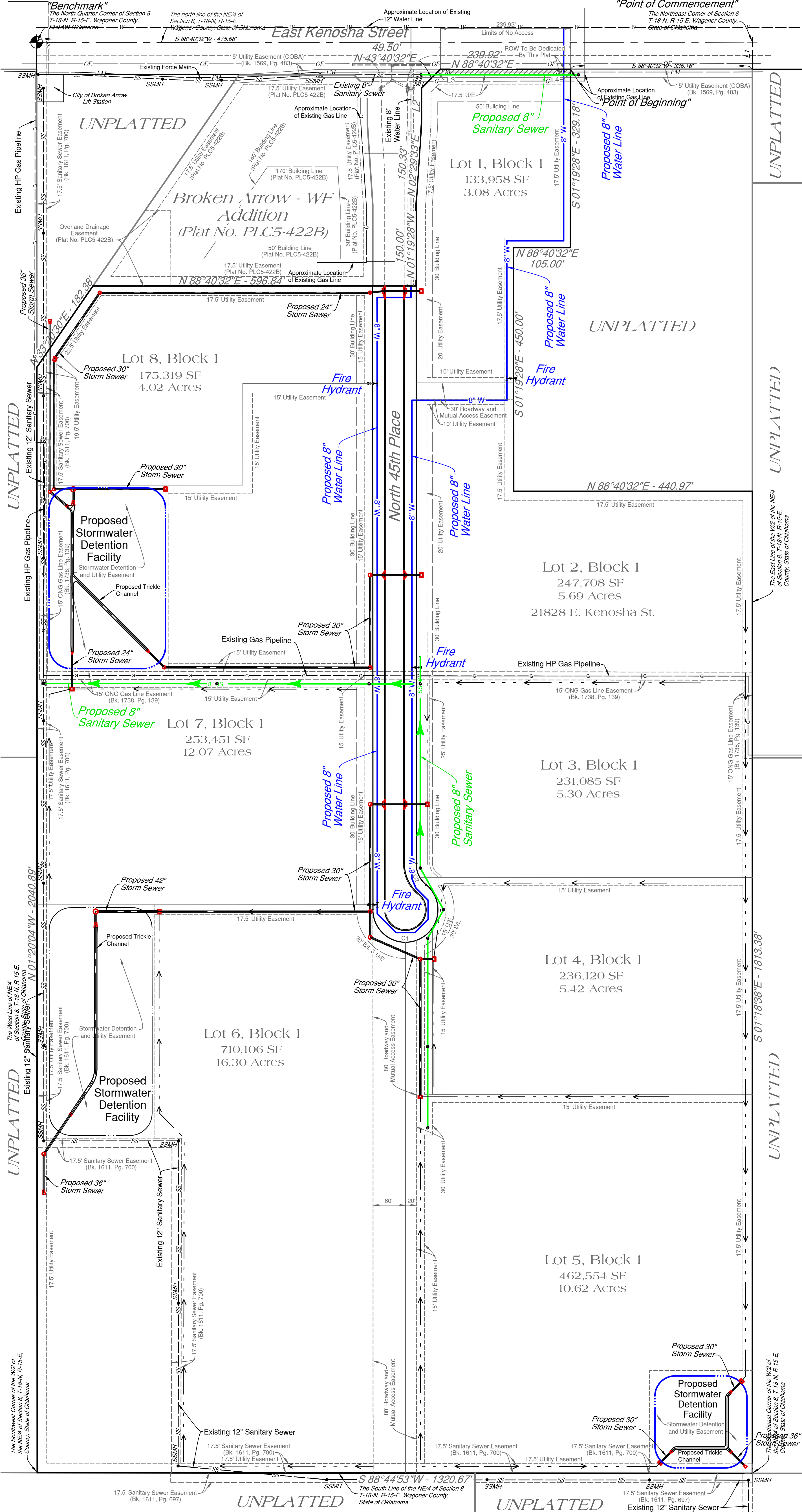
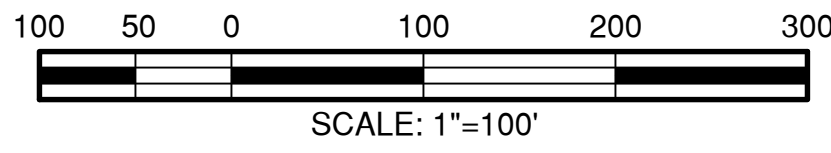
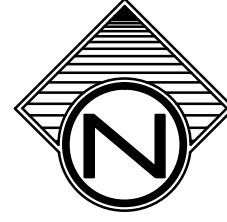
ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9820 East 41st Street, Suite 102
Tulsa, Oklahoma 74146
918.252.9621

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

OWNER / DEVELOPER

JM Assets, LP
a Texas Limited Partnership
4203 Spinnaker Cove
Austin, TX 78731
512.657.6789



Legend

Bk. = Book	U/E = Utility Easement
Pg. = Page	ROW = Right of Way
BL = Building Line	

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" 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 CA 531" 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 CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cut-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

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Benchmark

Top of an Oklahoma Department of Transportation Brass Cap at the N/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 plan are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-11216-17. 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.

Block	Lot	Address
BLOCK 1	1	xxxx
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	6	xxxx
	7	xxxx
	8	xxxx

Backflow Preventer Valve Table

BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE TOP OF RIM ELEVATION	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE TOP OF RIM ELEVATION
1	XXXX	X	XXXX	X	XXXX
2	XXXX	X	XXXX	X	XXXX
3	XXXX	X	XXXX	X	XXXX
4	XXXX	X	XXXX	X	XXXX
5	XXXX	X	XXXX	X	XXXX
6	XXXX	X	XXXX	X	XXXX
7	XXXX	X	XXXX	X	XXXX
8	XXXX	X	XXXX	X	XXXX

If the actual finished floor elevation is lower than one (1) foot above the top of rim elevation of the upstream manhole, it shall be the builder's responsibility to install a backflow preventer valve near the building according to Broken Arrow Ordinance No. 2173, Section 24-100, adopted October 5, 1998.

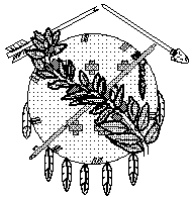
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C2	50°28'44"	50.00'	44.05'	N 26°33'50"W	42.64'



City of Broken Arrow

Fact Sheet

File #: 17-2347, Version: 1

**Broken Arrow Planning Commission
07-13-2017**

To: Chairman and Commission Members
From: Development Services Department
Title:

Approval of PT17-108, Preliminary Plat, Kensington Ridge II, 39.85 acres, 45 Lots, A-1 to RS-1/PUD-262, one-quarter mile north of Houston Street, one-quarter mile west of Oak Grove Road

Background:

Applicant: Erik Enyart, Tanner Consulting, LLC
Owner: Green Property Management, INC
Developer: Green Property Management, INC
Engineer: Tanner Consulting, LLC
Location: One-quarter mile north of Houston Street, one-quarter mile west of Oak Grove Road
Size of Tract 39.85 acres
Number of Lots: 1 (45 proposed)
Present Zoning: A-1 to RS-1/PUD-262
Comp Plan: Level 1

PT17-108, the preliminary plat for Kensington Ridge II, contains 39.85 acres and is proposed to be divided into 45 lots. This property is located one-quarter mile north of Houston Street and one-quarter mile west of Oak Grove Road.

A rezoning request, BAZ-1979, to change the zoning on this property from A-1 to RS-1 was submitted and approved by City Council on June 5, 2017, along with PUD-262. BAZ-1979 and PUD-262 were approved subject to the property being platted in accordance with the City of Broken Arrow Subdivision Regulations.

Access to Kensington Ridge II is through two stub streets in Kensington Ridge which will be extended by this development. Additional stub streets will be platted to the west and east for improved connectivity to future development. Per Section D107.1 of the International Fire Code (IFC), "Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads, and shall meet the requirements of Section D104.3". PT17-108 has been submitted showing only one entrance on to Houston Street through the existing Kensington Ridge subdivision. The secondary access point required by the IFC will need to be addresses through the platting process. The applicant is working to obtain a portion of the property to the east which would connect Houston Street to the existing Kensington Ridge subdivision to the south.

Water to this development will be provided by Wagoner County Rural Water District 4. Public sanitary sewer service is not available. As with Kensington Ridge to the south, sewer will be served by individual, on-site aerobic systems approved by the Oklahoma Department of Environmental Quality. There is no existing sewer connection within 300-feet of this property. According to the FEMA maps, none of this property is located in a 100-year floodplain.

Attachments: Checklist
Preliminary Plat and Covenants
Conceptual Utilities

Recommendation:

Staff recommends PT17-108, preliminary plat for Kensington Ridge II, be approved, subject to the attached checklist.

Reviewed By: Larry R. Curtis

Approved By: Michael Skates

LRC: ALY

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PLAT: Kensington Ridge II

CASE NUMBER: PT17-108

RELATED CASE NUMBERS:

COUNTY: Wagoner

SECTION/TOWNSHIP/RANGE: 11-18-15

GENERAL LOCATION: One-quarter mile north of Houston Street, one-quarter mile east of Oak Grove Road

CURRENT ZONING: A-1 to RS-1/PUD262

SANITARY SEWER BASIN:

STORM WATER DRAINAGE BASIN:

ENGINEER: Tanner Consulting, LLC

ENGINEER ADDRESS: 5323 S. Lewis Avenue
Tulsa, OK 74105

ENGINEER PHONE NUMBER: 918-745-9929

DEVELOPER/OWNER: Green Property Management, INC

DEVELOPER ADDRESS: 17211 S. 4170 Road
Claremore, OK 74017

DEVELOPER PHONE NUMBER: 918-342-0840

OWNER: Green Property Management, INC

DEVELOPER ADDRESS: 17211 S. 4170 Road
Claremore, OK 74017

DEVELOPER PHONE NUMBER: 918-342-0840

PRELIMINARY PLAT

APPLICATION MADE: June 19, 2017

TOTAL ACREAGE: 39.85

NUMBER OF LOTS: 45

TAC MEETING DATE: July 11, 2017

PLANNING COMMISSION MEETING DATE: July 13, 2017

COMMENTS:

1. ____ Place case number (PT17-108) in lower right corner of plat.
2. ____ Please revise Section II.B of the covenants to reflect the side yards abutting a street to be a minimum of 20-feet as stated in approved PUD-262.
3. ____ A second point of access to Houston Street will be required per the IFC regulations, as discussed in the rezoning and PUD phases of this development.
4. ____ Show right-of-way width of S. 266th East Ave and S. 267th East Ave where they connect from the existing Kensington Ridge subdivision.
5. ____ The building line on the east sides of Lots 5 and 6 of Block 3 should be 20-feet, per the PUD.
6. ____ Give a dimension for the utility easement along the frontages of Lots 1 through 4 of Block 3.
7. ____ All yards abutting a public street are considered a front yard and need to be shown with a building line of 25-feet or Restricted Access should be placed on lot sides with a 20-foot building line. Add Restricted Access language to the covenants.
8. ____ A 20-foot wide access area to Reserve A from a public street is required per the subdivision regulations. This area can be a part of Reserve A. Alternatively, show the access to Reserve Area B from Kensington Ridge to the south. This access must meet the subdivision regulations to be acceptable.
9. ____ Remove the utility easement along the south and west edge of Reserve A, over the pond.
10. ____ Remove the blanket utility easement from both reserve areas since specific utility easements are shown. Remove Section E.3 associated with the reserve area easements.
11. ____ On pie shaped lots with a street frontage less than 60-feet, show the dimension of the frontage at the building setback line.
12. ____ Show Detention Determination number on the face of the plat.

CONDITIONAL FINAL PLAT

NAME OF CONDITIONAL FINAL PLAT:
APPLICATION MADE:
TOTAL ACREAGE:
NUMBER OF LOTS:
TAC MEETING DATE:
PLANNING COMMISSION MEETING DATE:
CITY COUNCIL MEETING DATE:
COMMENTS:

- 13. _____
- 14. _____
- 15. _____
- 16. _____

CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

____ NATURAL GAS COMPANY APPROVAL
____ ELECTRIC COMPANY APPROVAL
____ TELEPHONE COMPANY APPROVAL
____ CABLE COMPANY APPROVAL

CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

____ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH
OKLAHOMA CORPORATION COMMISSION, CAROL COLLETT 405-521-2108

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

____ STORMWATER PLANS, APPROVED ON:
____ PAVING PLANS, APPROVED ON:
____ WATER PLANS, APPROVED ON:
____ SANITARY SEWER PLANS, APPROVED ON:
____ SEWAGE DISPOSAL PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON:
____ WATER PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____
____ IS A SIDEWALK PERFORMANCE BOND DUE? _____ HAVE THEY BEEN SUBMITTED? _____
____ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER AND PAVING? (CIRCLE APPLICABLE) _____ HAVE THEY BEEN SUBMITTED? _____
____ PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: _____
____ BUILDING PAD ELEVATIONS ON EACH LOT PLACED ON A COPY OF THE FINAL PLAT
____ MONUMENTS SHOWN ON PLAT
____ SLOPE ANALYSIS (1:4) FOR LOTS ADJACENT TO DRAINAGE CHANNELS APPROVED

PLANNING DEPARTMENT APPROVAL

____ ADDRESSES REVIEWED AND APPROVED
____ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?
____ PLANNING DEPARTMENT REVIEW COMPLETE ON:
____ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:
____ FINAL PLAT SENT TO PROJECT ENGINEER FOR FINAL REVIEW ON:

FEES

____ FINAL PLAT PROCESSING FEE \$ _____
____ WATER LINE (S) UNDER PAYBACK CONTRACT \$ _____
____ EXCESS SEWER CAPACITY FEE \$ _____
____ ACCELERATION/DECELERATION LANES ESCROW \$ _____

_____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
_____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
_____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
_____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
_____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
_____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
_____ STREET SIGNS, LIGHTS, ETC.	\$ _____
_____ STORM WATER FEE-IN-LIEU OF DETENTION	\$ _____

TOTAL FEE(S) \$ _____

FINAL PROCESSING OF PLAT

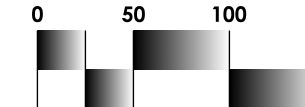
_____ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: _____
 _____ FEES PAID ON: _____ IN THE AMOUNT OF: _____
 _____ FINAL PLAT PICKED UP FOR FILING ON: _____
 _____ 6 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT
 _____ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

Preliminary Plat

Kensington Ridge II

PUD 262

PART OF THE SOUTHEAST QUARTER (SW/4) OF SECTION ELEVEN (11)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA



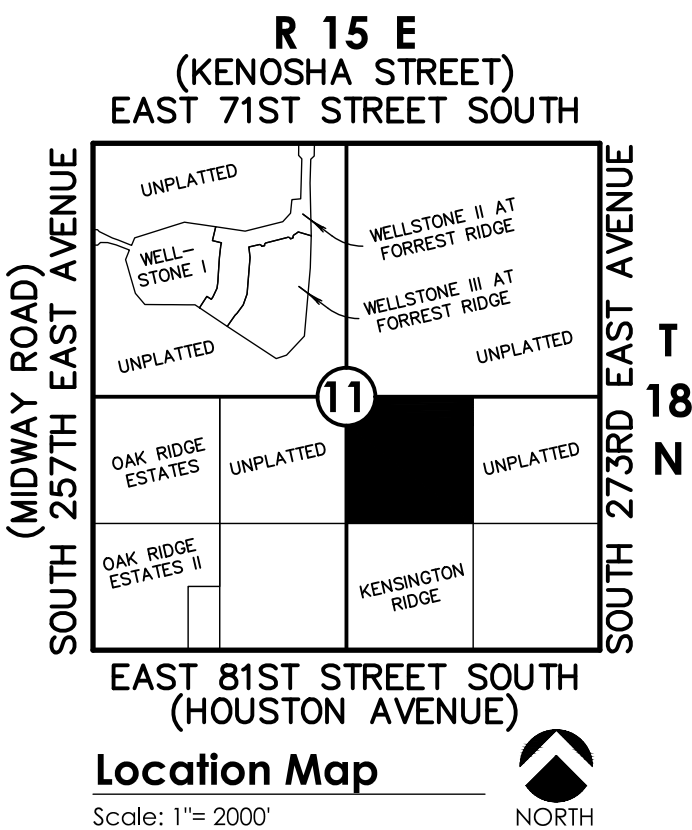
Scale: 1"= 100'
Tanner Consulting

LEGEND

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- ODE OVERLAND DRAINAGE EASEMENT
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT

Lot Area Table

AREA LABEL	AREA(ACRES)	AREA LABEL	AREA(ACRES)
BLOCK 1 LOT 1	0.507	BLOCK 3 LOT 10	0.517
BLOCK 1 LOT 2	0.580	BLOCK 3 LOT 11	0.516
BLOCK 1 LOT 3	0.539	BLOCK 3 LOT 12	0.501
BLOCK 1 LOT 4	0.838	BLOCK 3 LOT 13	0.548
BLOCK 1 LOT 5	1.119	BLOCK 3 LOT 14	0.530
BLOCK 1 LOT 6	0.721	BLOCK 3 LOT 15	0.530
BLOCK 1 LOT 7	1.132	BLOCK 4 LOT 1	0.502
BLOCK 2 LOT 1	1.114	BLOCK 4 LOT 2	0.502
BLOCK 2 LOT 2	0.971	BLOCK 4 LOT 3	0.502
BLOCK 2 LOT 3	1.134	BLOCK 4 LOT 4	0.508
BLOCK 2 LOT 4	1.203	BLOCK 4 LOT 5	0.655
BLOCK 2 LOT 5	0.502	BLOCK 4 LOT 6	0.612
BLOCK 2 LOT 6	0.562	BLOCK 4 LOT 7	0.695
BLOCK 2 LOT 7	0.562	BLOCK 5 LOT 1	0.504
BLOCK 3 LOT 1	0.793	BLOCK 5 LOT 2	0.511
BLOCK 3 LOT 2	0.650	BLOCK 5 LOT 3	0.522
BLOCK 3 LOT 3	0.512	BLOCK 6 LOT 1	0.549
BLOCK 3 LOT 4	0.570	BLOCK 6 LOT 2	0.569
BLOCK 3 LOT 5	0.702	BLOCK 6 LOT 3	0.539
BLOCK 3 LOT 6	0.689	BLOCK 6 LOT 4	0.518
BLOCK 3 LOT 7	0.814	BLOCK 6 LOT 5	0.542
BLOCK 3 LOT 8	0.746	BLOCK 6 LOT 6	0.522
BLOCK 3 LOT 9	0.505	BLOCK 6 LOT 7	0.522



Location Map
Scale: 1"= 2000'

SUBDIVISION CONTAINS:
FORTY-FIVE (45) LOTS
IN SIX (6) BLOCKS
WITH TWO (2) RESERVES
GROSS SUBDIVISION AREA: 39.85 ACRES

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
(a) PK NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 11;
(b) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 11;
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'14" WEST.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY S. 266TH EAST AVE. AND S.267 EAST AVE., BOTH BEING PUBLIC STREETS.
- ACCESS IS RESTRICTED, AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A." THIS NOTE IS IN REFERENCE AND SUBORDINATE TO A SIMILAR PROVISION IN THE RESTRICTIVE COVENANTS.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-052217-10.

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD(BRG)	CHORD(DS)
1	39.15'	25.00'	89°43'25"	N46°18'40"W	35.27'
2	70.16'	95.00'	42°18'49"	N19°42'27"E	68.58'
3	357.16'	155.00'	132°01'29"	N25°08'53"W	283.23'
4	104.06'	155.00'	38°27'55"	N69°36'55"E	102.12'
5	36.20'	25.00'	82°57'28"	N87°55'42"W	33.12'
6	120.96'	155.00'	44°42'40"	N68°48'18"W	117.91'
7	146.70'	55.08'	152°35'57"	N82°45'59"W	107.03'
8	29.66'	25.00'	67°58'26"	N54°51'09"E	27.95'
9	74.13'	95.00'	44°42'40"	N68°48'18"W	72.27'
10	39.27'	25.00'	90°00'00"	N1°26'57"W	35.36'
11	121.74'	155.00'	45°00'00"	N21°03'03"E	118.63'
12	39.39'	25.00'	90°16'35"	N43°41'20"E	35.44'
13	20.32'	25.00'	46°34'03"	N21°50'04"E	19.76'
14	83.38'	55.00'	86°51'54"	N88°33'03"E	75.63'
15	20.32'	25.00'	46°34'03"	N24°43'59"W	19.76'
16	15.56'	25.00'	35°39'33"	N16°22'49"E	15.31'
17	155.97'	55.00'	162°29'03"	N47°01'56"W	108.72'
18	16.19'	25.00'	37°06'05"	N70°16'35"E	15.91'
19	27.93'	95.00'	16°50'43"	N82°45'01"W	27.83'
20	31.80'	25.00'	72°52'42"	N37°53'19"W	29.70'
21	74.55'	555.00'	7°41'48"	N5°17'51"W	74.50'
22	66.49'	495.00'	7°41'48"	N5°17'51"W	66.44'
23	61.21'	555.00'	6°19'10"	N4°36'32"W	61.18'
24	42.15'	25.00'	96°35'45"	N40°31'45"E	37.33'
25	29.64'	25.00'	67°55'12"	N57°12'46"W	27.93'
26	150.00'	55.00'	156°15'25"	N78°37'07"E	107.65'
27	28.28'	25.00'	64°48'29"	N73°16'06"E	26.79'
28	218.91'	95.00'	132°01'29"	N25°08'53"W	173.59'
29	75.09'	95.00'	45°17'20"	N66°11'42"E	73.15'
30	74.61'	95.00'	45°00'00"	N21°03'03"E	72.71'
31	45.57'	155.00'	16°50'43"	N82°45'01"W	45.41'



OWNER:
Green Property Management, Inc.
17211 S. 4170 Road
Claremore, Oklahoma 74017
Phone: (918)342-0840
Contact: Brian Green

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2019
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

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

Kensington Ridge II
CASE NO. PT00-000
DEVELOPMENT NO. 00-000
SHEET 1 OF 3

Preliminary Plat

Kensington Ridge II

PUD 262

PART OF THE SOUTHEAST QUARTER (SW/4) OF SECTION ELEVEN (11)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT GREEN PROPERTY MANAGEMENT, INC., AN OKLAHOMA CORPORATION, HERINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 11; THENCE SOUTH 88°50'22" WEST AND ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 1316.45 FEET TO A POINT AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SAID SECTION 11, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 1°29'06" EAST AND ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1318.08 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°49'38" WEST AND ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1317.27 FEET TO A POINT AT THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 1°26'57" WEST AND ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1318.36 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 88°50'22" EAST AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1316.45 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 1,735,887 SQUARE FEET OR 39.85 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- PK NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 11;
- BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 11;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'14" WEST.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "KENSINGTON RIDGE II" A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "KENSINGTON RIDGE II"). THE LOTS DEPICTED UPON THE PLAT SHALL HERINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS.

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

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

- EACH LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND STORM WATER DRAINAGE FACILITIES LOCATED THE LOT OR RESERVE AREA.
- WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR STORM WATER DRAINAGE FACILITY OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD

INTERFERE WITH PUBLIC WATER MAINS OR STORM WATER DRAINAGE FACILITIES SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE SO ALTERED BY THE LOT OR RESERVE AREA OWNER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BROKEN ARROW, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

3. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND APPURTENANCES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THEIR UNDERGROUND WATER FACILITIES.

5. SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE AEROBIC SEWAGE DISPOSAL SYSTEMS APPROVED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). NO OTHER ON-SITE SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE OWNER. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY ODEQ. THE FOREGOING SHALL NOT LIMIT THE FUTURE INSTALLATION OR USE OF PUBLIC SANITARY SEWER SYSTEMS WHEN SUCH SYSTEMS BECOME AVAILABLE.

6. THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW COUNTY, OKLAHOMA, OR ITS SUCCESSORS, AND WAGONER RURAL DISTRICT #4 OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. UNDERGROUND SERVICE.

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF 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, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS 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 SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OR RESERVE AREA 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, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA 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 PARAGRAPH C SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICE AND EACH LOT OR RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF BROKEN ARROW OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY 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.

E. RESERVE AREAS

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, RESERVE AREAS A AND B, AS DEPICTED UPON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR STORMWATER DRAINAGE AND DETENTION, UTILITY, PRIVATE RECREATIONAL FACILITY, AND OPEN SPACE USES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, ALL AS DETERMINED BY THE OWNER, AND ARE HEREBY

RESERVED FOR SUBSEQUENT CONVEYANCE TO THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC.

2. RESERVES A AND B, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS DRAINAGE EASEMENTS AND DETENTION EASEMENTS, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES AND USES AS OUTLINED HEREINABOVE.

3. RESERVE AREAS A AND B, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS GENERAL UTILITY EASEMENTS, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES AND USES AS OUTLINED HEREINABOVE.

4. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC. UPON CONVEYANCE OF SUCH RESERVE BY THE OWNER. THE CITY OF BROKEN ARROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE.

5. IN THE EVENT ANY RESERVE AREA OWNER FAILS TO PROPERLY MAINTAIN SUCH RESERVE AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER SUCH RESERVE AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, AFTER FAILURE TO TIMELY PAY SUCH STATEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER SUCH COST OF MAINTENANCE SHALL BECOME A LIEN ON ALL OF THE RESIDENTIAL LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. DRAINAGE AND DETENTION EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, NON-EXCLUSIVE, PERPETUAL DRAINAGE EASEMENTS AND DETENTION EASEMENTS ON, OVER, AND ACROSS RESERVE AREAS A AND B FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES OUTSIDE THE SUBDIVISION.

2. STORMWATER DRAINAGE AND DETENTION FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENTS AND DETENTION EASEMENTS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER OF THE RESERVE AREA CONTAINING SUCH EASEMENTS IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE DRAINAGE OR DETENTION EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

4. THE MAINTENANCE OF RESERVE AREAS A AND B, AND THE FACILITIES THEREIN LOCATED, SHALL BE THE RESPONSIBILITY OF THE OWNER UNTIL SUCH TIME AS RESERVE AREAS A AND B ARE CONVEYED TO THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC. WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH. THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

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

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, THE PROPERTY COMPRISING KENSINGTON RIDGE II WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 262) AS PROVIDED WITHIN SECTIONS 1 THROUGH 7 OF ARTICLE 8 OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA AS THE SAME EXISTED ON JUNE 05, 2017; AND

WHEREAS, PUD NO. 262 WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON MAY 11, 2017 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON JUNE 05, 2017; AND

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

WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE COMPLIANCE WITH PUD NO. 262 FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW.

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

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD

KENSINGTON RIDGE II SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF THE RS-1 DISTRICT OF THE BROKEN ARROW ZONING ORDINANCE, AS MODIFIED BY PUD NO. 262, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 262 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE DEVELOPMENT OF KENSINGTON RIDGE II SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE, AS SUCH PROVISIONS EXISTED ON JUNE 05, 2017.

B. DEVELOPMENT STANDARDS

PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN RS-1 ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING SINGLE-FAMILY AND CUSTOMARY ACCESSORY AND NEIGHBORHOOD AMENITY USES, INCLUDING COMMON AREA FACILITIES SUCH AS CLUBHOUSE, SWIMMING POOL, PLAYGROUND, AND RECREATIONAL OPEN SPACE.

MAXIMUM NUMBER OF LOTS: 60 LOTS

MINIMUM STREET FRONTAGE: 100 FT *

MINIMUM LOT SIZE: 21,780 SF

OFF-STREET PARKING AND FRONT YARD COVERAGE:

MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.

MINIMUM YARD SETBACKS:

FRONT YARD: 25 FT

REAR YARD: 20 FT

SIDE YARD ABUTTING A STREET: 15 FT **

SIDE YARD NOT ABUTTING A STREET: 5 FT ***

OTHER BULK AND AREA REQUIREMENTS:

AS REQUIRED WITHIN THE RS-1 DISTRICT

* WEDGE-SHAPED LOTS ARE PERMITTED LESS STREET FRONTAGE, PROVIDED A 70 FT MINIMUM LOT WIDTH IS MAINTAINED AT THE FRONT BUILDING LINE.

** ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO CORNER LOTS.

*** A MINIMUM OF TEN (10) FEET OF SEPARATION MUST BE MAINTAINED BETWEEN ALL BUILDINGS.

C. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. STREETS

STREETS WITHIN THIS PUD SHALL BE PLACED IN A MINIMUM SIXTY (60) FOOT RIGHT-OF-WAY, WITH A MINIMUM OF TWENTY-SIX (26) FEET OF PAVING. STREETS SHALL BE CONSTRUCTED TO MEET MODIFIED STANDARDS FOR MINOR RESIDENTIAL STREETS WITH BORROW DITCHES, WITHOUT CURBS OR SIDEWALKS, SUBJECT TO APPROVAL BY THE CITY OF BROKEN ARROW. ACCESS INTO THE SUBDIVISION WILL BE PROVIDED BY EXTENDING TWO (2) STUB STREETS FROM KENSINGTON RIDGE, WITH STUB STREETS FOR FUTURE CONNECTIVITY TO THE UNPLATTED TRACTS TO THE WEST, NORTH, AND/OR EAST AS REQUIRED BY THE CITY OF BROKEN ARROW. ALL ACCESS WILL BE AS REQUIRED BY THE CITY OF BROKEN ARROW DURING THE PLATTING PROCESS.

Preliminary Plat

Kensington Ridge II

PUD 262

PART OF THE SOUTHEAST QUARTER (SW/4) OF SECTION ELEVEN (11)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONT.)

2. SIGNS

ENTRY SIGNAGE COMPLYING WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE MAY BE INSTALLED WITHIN EASEMENTS AT POINTS OF ENTRANCE TO KENSINGTON RIDGE II.

3. FENCING

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES SHALL BE A WOOD PRIVACY, ORNAMENTAL IRON OR STOCKADE WITH BLACK CHAIN LINK. NO BARBED WIRE, MESHED OR OTHER METAL FENCING SHALL BE ALLOWED. NO FENCE OVER SIX (6) FEET TALL SHALL BE PERMITTED. FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS SHALL NOT EXTEND BEYOND HALF-WAY BETWEEN THE BUILDING LINE AND PROPERTY LINES.

4. LIVABILITY SPACE

LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 4.1.E.D OF THE BROKEN ARROW ZONING CODE.

5. SITE PLAN REVIEW

NO BUILDING PERMIT FOR A RESIDENCE WITHIN KENSINGTON RIDGE II SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AS BEING IN COMPLIANCE WITH THE PLANNED UNIT DEVELOPMENT CONCEPT AND DEVELOPMENT STANDARDS. THE PLAT WILL ALSO SERVE AS THE SITE PLAN AND MUST BE FILED OF RECORD WITH THE WAGONER COUNTY CLERK.

SECTION III. HOMEOWNERS' ASSOCIATION

A. HOMEOWNERS' ASSOCIATION

WITHOUT LIMITATION AS TO PRESENT GEOGRAPHIC JURISDICTION, THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"), A DOMESTIC, NOT FOR PROFIT CORPORATION, HAS BEEN ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE ENTRYWAYS AND THE RESERVE AREAS IN KENSINGTON RIDGE, AN ADDITION TO WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1757 ON PAGE 271, AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. KENSINGTON RIDGE II ADJOINS KENSINGTON RIDGE AND SHALL BE ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC. AS PROVIDED IN SECTION ARTICLE IV, SECTION 4.1 OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF KENSINGTON RIDGE, AN ADDITION TO WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1757 ON PAGE 271.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF RECORDING OF THE DEED.

C. COVENANT FOR ASSESSMENTS

EACH OWNER OF A LOT SUBSEQUENT TO THE OWNER, BY ACCEPTANCE OF A DEED THEREOF, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY BOARD OF DIRECTORS OF THE ASSOCIATION. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

SECTION IV. PRIVATE RESTRICTIONS

A. USE OF LAND

ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED SOLELY FOR SINGLE FAMILY RESIDENCES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED OR DESIGNATED BY OWNER MAY BE USED FOR MODEL HOMES OR REAL ESTATE OFFICES UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

B. STREET AND EASEMENT SETBACKS

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

C. SIDE YARD SETBACKS

EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 10 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 20 FEET.

D. REAR YARD SETBACKS

THE MINIMUM REAR YARD SETBACK SHALL BE 20 FEET.

E. BUILDING HEIGHT

NO BUILDING SHALL EXCEED 3 STORIES OR 48 FEET IN HEIGHT.

F. ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS

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

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AND SHALL INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION 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. THE COVENANTS CONTAINED IN SECTION III. HOMEOWNERS' ASSOCIATION AND SECTION IV. PRIVATE COVENANTS SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III. OR IV., IT SHALL BE LAWFUL FOR THE HOMEOWNERS' ASSOCIATION 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 TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS III. OR IV. AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF

EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF AN AMENDMENT TO PUD NO. 262 BY THE BROKEN ARROW PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION WITH THE WAGONER COUNTY CLERK.

THE COVENANTS CONTAINED WITHIN SECTION III. HOMEOWNERS' ASSOCIATION, SECTION IV. PRIVATE COVENANTS, AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION AND/OR THE CITY OF BROKEN ARROW MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT OR, ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 65% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 65% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

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

IN WITNESS WHEREOF, GREEN PROPERTY MANAGEMENT, INC. HAS EXECUTED THIS INSTRUMENT ON THIS ____ DAY OF _____, 2017.

GREEN PROPERTY MANAGEMENT, INC.
AN OKLAHOMA CORPORATION

BY: _____

BRIAN J. GREEN, PRESIDENT

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 _____, 2017, PERSONALLY APPEARED BRIAN J. GREEN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF GREEN PROPERTY MANAGEMENT, INC. TO THE FOREGOING INSTRUMENT, AS ITS PRESIDENT, AND ACKNOWLEDGED TO ME THAT BRIAN J. GREEN EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF GREEN PROPERTY MANAGEMENT, INC., AN OKLAHOMA CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

JENNIFER MILLER, NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "KENSINGTON RIDGE II", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2017.



BY: _____

DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ____ DAY OF _____, 2017, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ JENNIFER MILLER, NOTARY PUBLIC

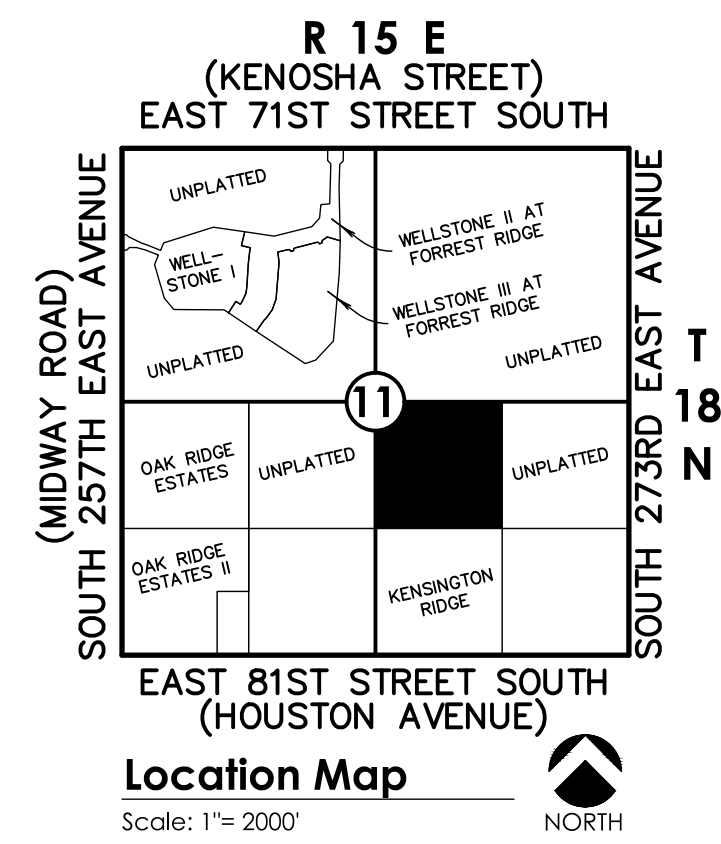
DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL
THE _____ COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WATER AND ON SITE SEWER SYSTEM ON THIS ____ DAY OF _____, 2017.

ENVIRONMENTAL PROGRAM SPECIALIST
DEPARTMENT OF ENVIRONMENTAL QUALITY

Conceptual Utility Plan

Kensington Ridge II

PART OF THE SOUTHEAST QUARTER (SW/4) OF SECTION ELEVEN (11)
 TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN MERIDIAN
 A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

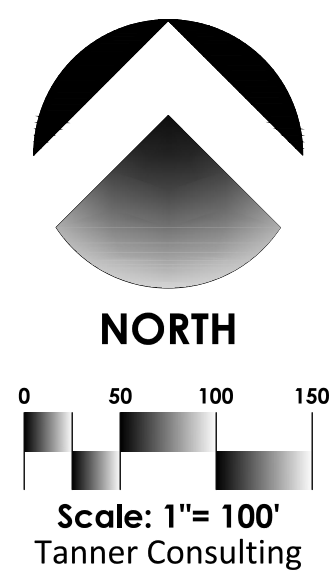


Location Map
 Scale: 1" = 2000'

SUBDIVISION CONTAINS:
 FORTY-FIVE (45) LOTS
 IN SIX (6) BLOCKS
 WITH TWO (2) RESERVES
 GROSS SUBDIVISION AREA: 39.85 ACRES

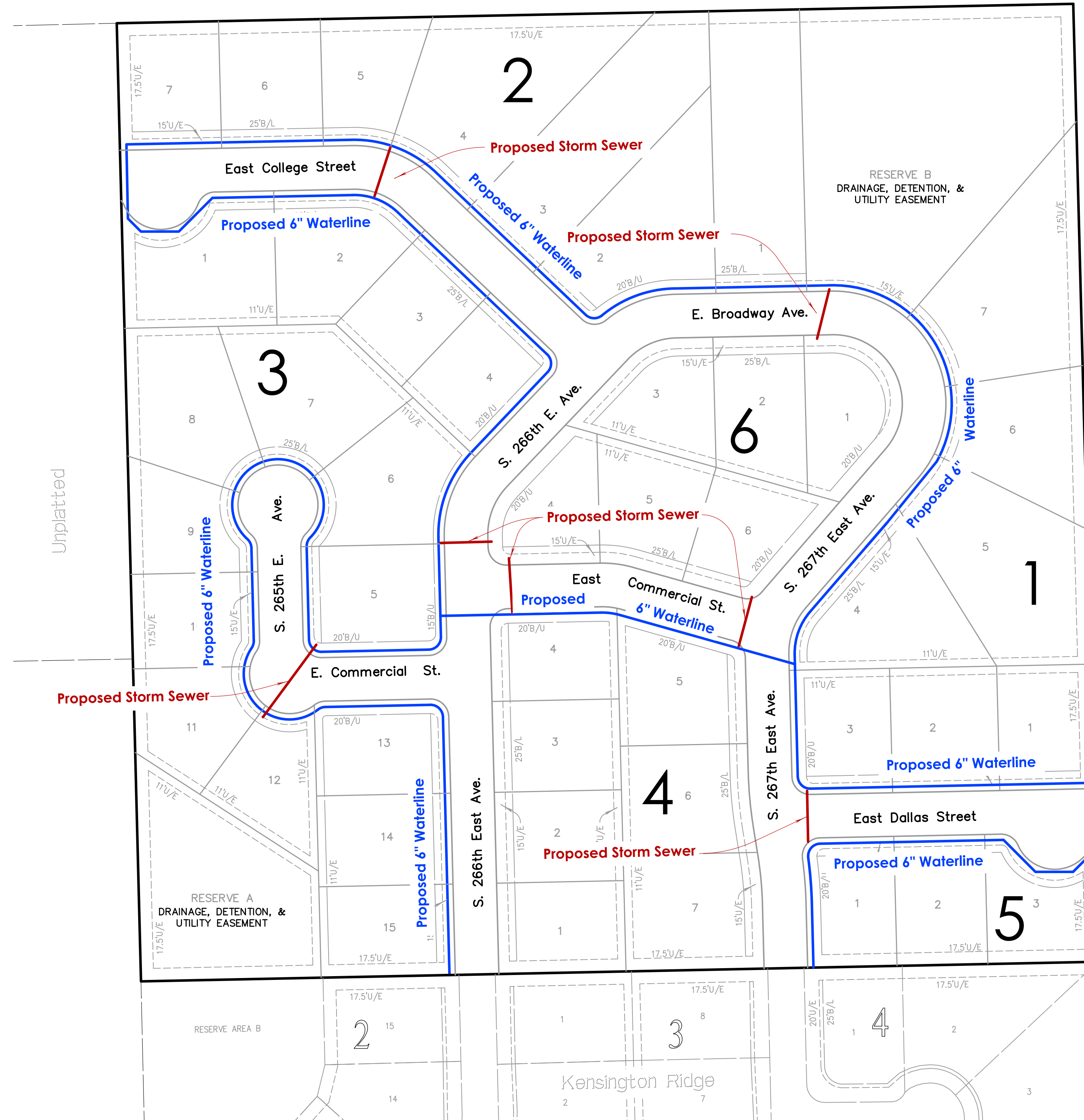
Notes:

- THIS PLAN MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 - (a) PK NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 11;
 - (b) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 11;
 THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'14" WEST.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY S. 266TH EAST AVE. AND S.267 EAST AVE., BOTH BEING PUBLIC STREETS.
- ACCESS IS RESTRICTED, AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A." THIS NOTE IS IN REFERENCE AND SUBORDINATE TO A SIMILAR PROVISION IN THE RESTRICTIVE COVENANTS.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-052217-10.



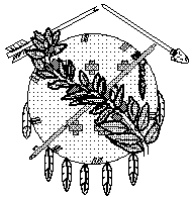
LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
9929	ADDRESS ASSIGNED



OWNER:
Green Property Management, Inc.
 17211 S. 4170 Road
 Claremore, Oklahoma 74017
 Phone: (918)342-0840
 Contact: Brian Green

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
 DAN E. TANNER, P.L.S. NO. 1435
 OK CA NO. 2661, EXPIRES 6/30/2019
 EMAIL: DAN@TANNERBAITSHOP.COM
 5323 South Lewis Avenue
 Tulsa, Oklahoma 74105
 Phone: (918) 745-9929



City of Broken Arrow

Fact Sheet

File #: 17-2380, **Version:** 1

Broken Arrow Planning Commission
07-13-2017

To: Chairman and Commission Members
From: Development Services Department
Title: Consideration and possible action regarding BAL-2024, Thornbrugh Property Lot Split and Consolidation, 0.40 acres, Original Town, R-3, north of West Fort worth Street and west of South Birch Avenue

Background:

Applicant: Wayne Thornbrugh
Owner: Cecil R. Thornbrugh
Developer: NA
Surveyor: NA
Location: North of W. Fort Worth Street, west of S. Birch Avenue
Size of Tract 0.40 acres
Number of Lots: 2 tracts containing 5 lots
Present Zoning: R-3 (Single Family Residential)
Comp Plan: Level 5 (Downtown Area)

Lot split and consolidation request BAL 2024 involves two tracts containing five lots located north of West Fort Worth Street and west of South Birch Avenue at 308 and 314 West Fort Worth Street. The property was platted as the Original Town of Broken Arrow with 25-foot-wide lots, Block 62, Lots 17, 18, 19, 20 and 21. Applicant is proposing to split Lot 19 in half and consolidate half to Tract 1 and half to Tract 2.

Tract 1 consists of Lots 17 and 18, is currently 7,000 square feet, and has 50 feet of street frontage. This meets the minimum lot area requirement for the R-3 zoning district but it does not meet the frontage requirement of 60 feet. Tract 2 consists of Lots 19, 20, and 21, is currently 10,500 square feet, and has 75 feet of street frontage. By dividing Lot 19 and consolidating half of the lot to each Tract 1 and Tract 2, both lots will meet the area and frontage requirement for the R-3 district. In essence, this is a lot line adjustment as no new lots are being created. Adjusting the lot line will bring the frontage requirement of 60 feet for Tract 1 into compliance with the Zoning Code and will leave Tract 2 in compliance.

No new structures are proposed at this time; however, because the site is located within the Downtown Area, any proposed new structures will need to go before the Downtown Advisory Board (DAB) for review and approval.

Oklahoma Natural Gas (ONG), Public Service Company of Oklahoma (PSO), Cox Communications, and Windstream have indicated that they do not have any problems with the proposed lot consolidation.

Attachments: 2-Case map
 3-Aerial
 4-Lot Split and Merger Combination Exhibit

Recommendation:

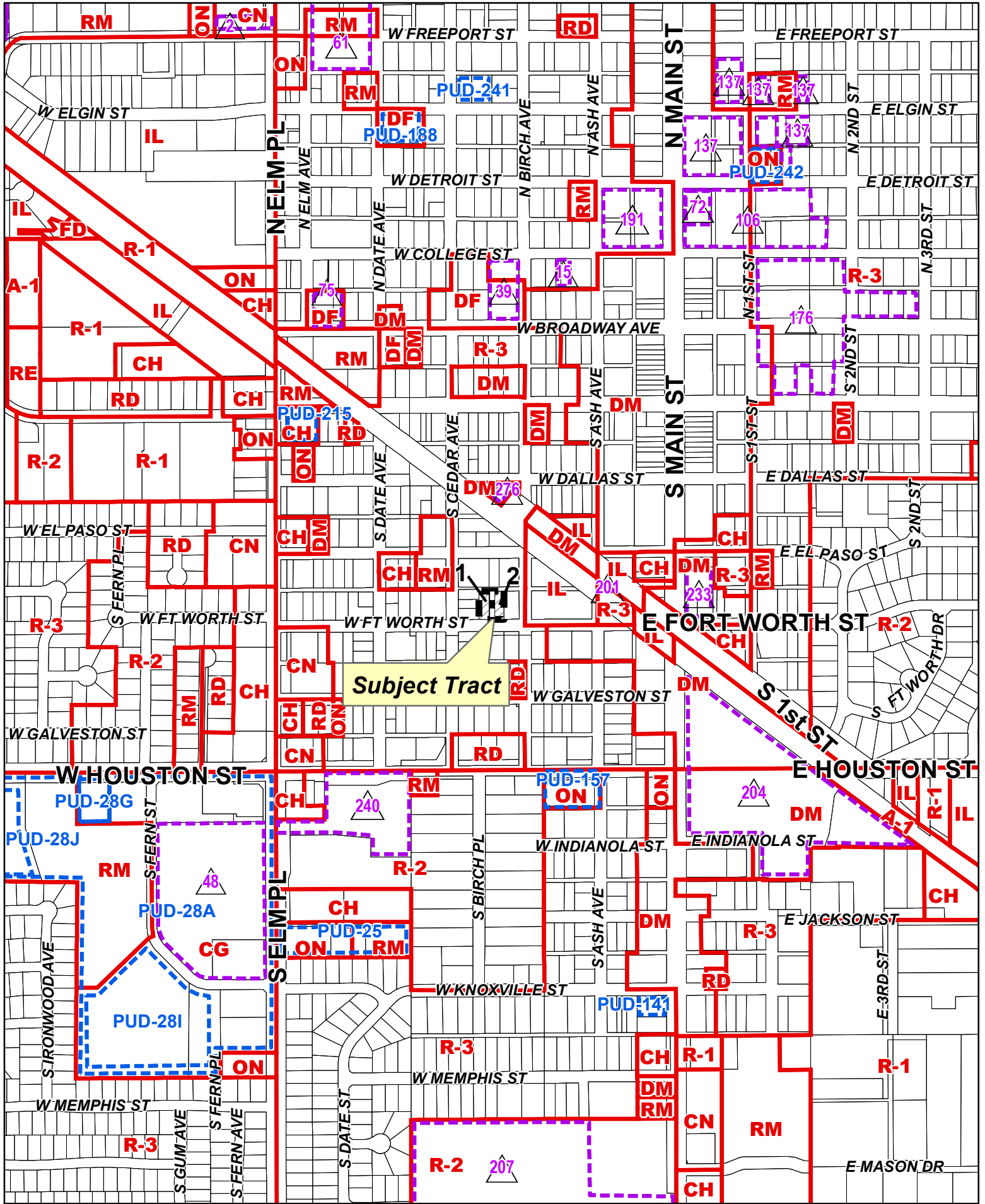
Staff recommends BAL 2024 be approved, subject to the following:

1. Warranty deed for the lot split and consolidated parcels shall be brought to the Planning Division to be stamped prior to being recorded in Tulsa County.
2. Any proposed new structure will need to go before the DAB for review and approval.

Reviewed By: **Larry R. Curtis**

Approved By: **Michael W. Skates**

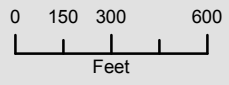
LRC:JMW



Subject Tract



BAL-2024



11 18-14





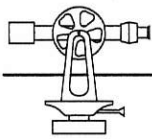
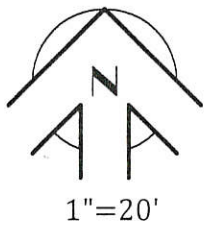
BAL-2024
Thornbrugh Property Lot Split and Consolidation

200 100 0

200 Feet



WAYNE THORNBRUGH 918-808-0409



WHITE SURVEYING COMPANY

providing land surveying services since 1940

9936 E. 55th Place • Tulsa, OK 74146 • 918.663.6924 • 918.664.8366 fax

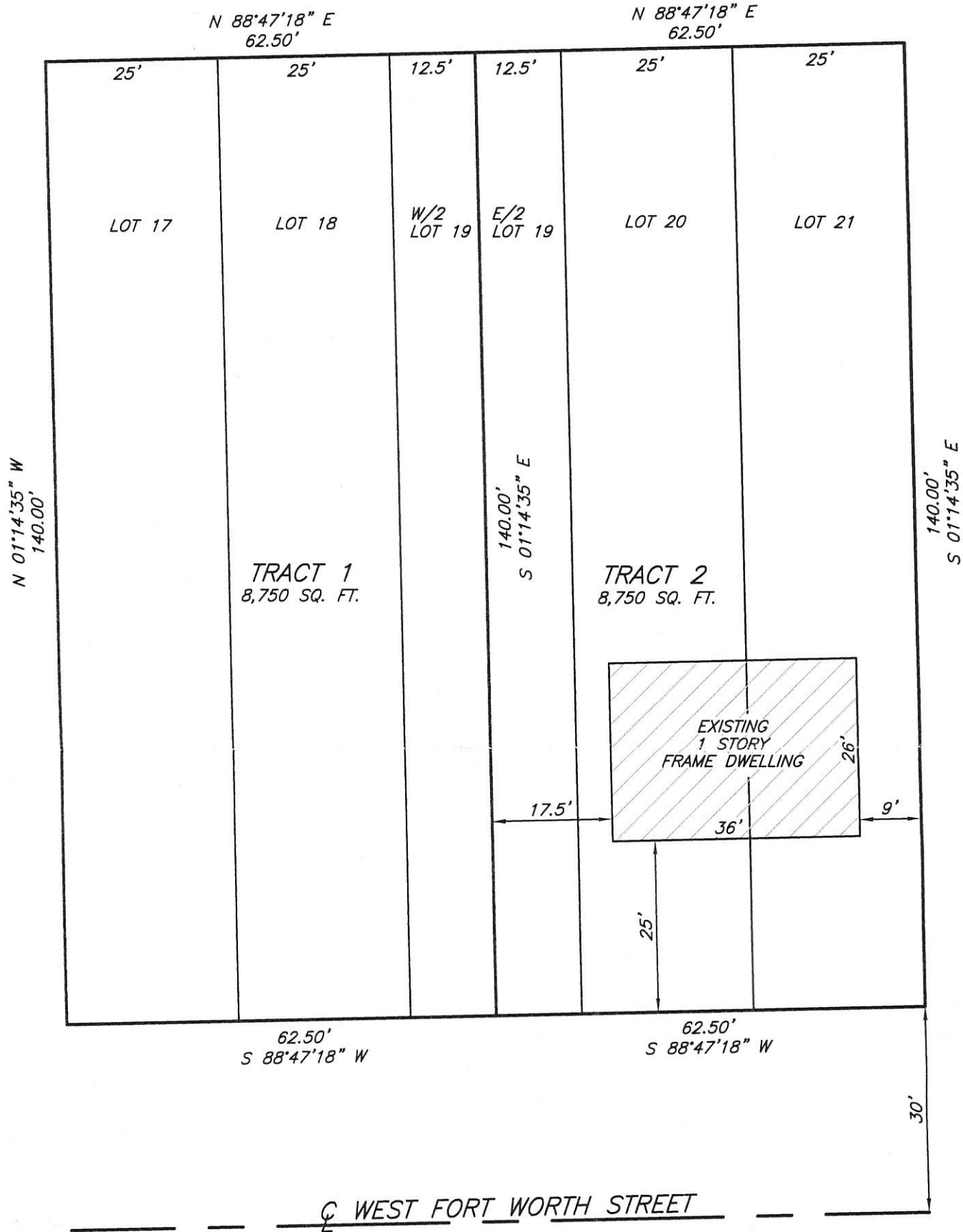
LOT SPLIT EXHIBIT

LEGEND

- *— FENCE
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- M/P METERING POINT
- CB CHORD BEARING
- B/E BURIED ELECTRIC & TELEPHONE CABLE EASEMENT (APPROXIMATE LOCATION)

INVOICE NO.: STK 15-80638
CLIENT: CECIL THORNBRUGH

20' ALLEY



WEST FORT WORTH STREET

CITY OF BROKEN ARROW

JUN 12 2017

RECEIVED

LEGAL DESCRIPTION:

TRACT 1:
LOT SEVENTEEN (17), EIGHTEEN (18), AND THE WEST HALF (W/2) OF LOT NINETEEN (19), BLOCK SIXTY-TWO (62), ORIGINAL TOWNSITE OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

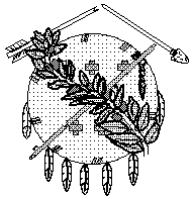
TRACT 2:
THE EAST HALF (E/2) OF LOT NINETEEN (19) AND ALL OF LOTS TWENTY (20) AND TWENTY-ONE (21), BLOCK SIXTY-TWO (62), ORIGINAL TOWNSITE OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.



WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION NO.
CA1098 (RENEWAL 6/30/2017)

BY: *[Signature]* DATE: 6/7/17
REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1052

BEFORE YOU DIG,
CALL OKIE FOR
LOCATION OF
UNDERGROUND UTILITIES.
DIAL 811



City of Broken Arrow

Fact Sheet

File #: 17-2402, **Version:** 1

Broken Arrow Planning Commission
07-13-2017

To: Chairman and Commission Members
From: Development Services Department
Title:

Approval of PT17-107, Preliminary Plat, Chestnut Creek, 28 lots, 11.0491 acres, A-1 to RS-2 and PUD-261, north and west of the northwest corner of Aspen Avenue and Jasper Street

Background:

Applicant: Tim Terral, TEP
Owner: Capital Homes Residential Group, LLC
Developer: Capital Homes Residential Group, LLC
Engineer: TEP
Location: North and west of the northwest corner of Aspen Avenue and Jasper Street
Size of Tract 11.0491 acres
Number of Lots: 28
Present Zoning: A-1
Proposed Zoning: RS-2 and FD/PUD-261
Comp Plan: Levels 2 and Greenway/Floodplain

The preliminary plat of Chestnut Creek contains 11.0491 acres located north and west of the northwest corner of Aspen Avenue and Jasper Street. The property is part of PUD 261 that was approved by the City Council on May 16, 2017, subject to the property being platted.

Chestnut Creek is proposed to contain 28 lots consisting of single family detached and attached units. The proposed plat has one main point of access off of West Jasper Street with a secondary access further to the east primarily for emergency access. In accordance with PUD 261, both single family detached and single family attached units can be constructed in this area.

The northern part of Chestnut Creek is located in the 100-year floodplain of an unnamed stream. All of the property located in the 100-year floodplain has been placed in reserve areas. The zoning on reserve areas will become FD (Floodplain District) after the plat is recorded and an ordinance is prepared.

Water and sanitary sewer service to the addition will be provided by the City of Broken Arrow.

Attachments: Checklist
Preliminary plat and covenants
Conceptual utility plan

Recommendation: Staff recommends PT17-107, preliminary plat for Chestnut Creek, be approved subject to the attached checklist.

Prepared By: **Larry Curtis**

Approved By: **Michael Skates**

LRC

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PRELIMINARY PLAT: Chestnut Creek

CASE NUMBER: PT17-107

RELATED CASE NUMBERS: PUD 261 & BAZ 1978

COUNTY: Tulsa

SECTION/TOWNSHIP/RANGE: 04/T17N/14E

GENERAL LOCATION: North and west of the northwest corner of Aspen Avenue and Jasper Street

CURRENT ZONING: A-1 (RS-2 and PUD 261 approved subject to platting)

SANITARY SEWER BASIN: Lynn Lane basin

STORM WATER DRAINAGE BASIN: Aspen Creek basin

ENGINEER: Tulsa Engineering & Planning Associates, Inc.

ENGINEER ADDRESS: 9820 E. 41st Street, Suite 102

Tulsa, OK 74126

ENGINEER PHONE NUMBER: 918-252-9621

DEVELOPER: Capital Homes Residential Group, L.L.C.

DEVELOPER ADDRESS: P.O. Box 240

Owasso, OK 74055

DEVELOPER PHONE NUMBER: 918-376-6536

PRELIMINARY PLAT

APPLICATION MADE: June 19, 2017

TOTAL ACREAGE: 11.0491

NUMBER OF LOTS: 28

TAC MEETING DATE: July 11, 2017

PLANNING COMMISSION MEETING DATE: July 13, 2017

COMMENTS:

1. Please add a Detestation Determination Number on the plat.
2. Please add a reserve easement for landscaping along West Jasper Street.
3. Please place case number (PT17-107) in lower right corner of plat.
4. Please change the UE of 11 feet along West Jasper Street to the required 17.5 feet
5. Please add addresses as assigned by the City of Broken Arrow within the lot address box.
6. Please indicate that the setback lines are also utility easements
7. Please in Section 5.2 of the covenants, modify to say that maintenance of the reserves is the responsibility of the property owner.
8. Please add that the developer is also responsible for the sidewalk along all arterial street frontages within the language of the covenants.
9. Please place "Restricted Access" on lots where the front building line setback is shown to be 15 feet.
10. PUD 261 allows zero lot line. If any of the lots are to be zero lot line single family detached structures, please identify on the plat, which side is the zero lot line and which is the 10 foot side. If none of the lots are to be zero lot line single family detached units, please add a note to the plat stating such.
11. Section 1.1 of the covenants appears to be only dedicating West Jasper Street. However, there are other public streets in this subdivision that also need to be dedicated, please revise accordingly.
12. The streets located to the east of proposed South Chestnut Ave (including the turnaround) are less than the minimum requirement of 50 feet for a public street ROW and 30 feet for a private street. Please revise to at least meet the 30 foot requirements for private streets and note within the covenants that they will not be dedicated to the public and will be the responsibility of the home owners association.
13. The location of the sidewalks shall be shown with the landscape plan for the subdivision.
14. Landscape plan shall be submitted and approved prior to the plat being recorded.
15. Please do not combine drainage easements and utility easements. Utility easements shall be in a separate designated area.
16. Please add to Section 2.1.1 of the covenants, "Fencing and walls shall meet the requirements of Section 5.2.E.3.iv of the Zoning Ordinance."
17. Please add a utility easement for the sanitary sewer on the east side of lost 28 and between lots 25 and 26. Please add a wider utility easement on the south side of lost 27 and 28.

CONDITIONAL FINAL PLAT

NAME OF CONDITIONAL FINAL PLAT:
APPLICATION MADE:
TOTAL ACREAGE:
NUMBER OF LOTS:
TAC MEETING DATE:
PLANNING COMMISSION MEETING DATE:
CITY COUNCIL MEETING DATE:
COMMENTS:

- 18. _____
- 19. _____
- 20. _____
- 21. _____

CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

____ NATURAL GAS COMPANY APPROVAL
____ ELECTRIC COMPANY APPROVAL
____ TELEPHONE COMPANY APPROVAL

____ CABLE COMPANY APPROVAL

CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

____ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH
OKLAHOMA CORPORATION COMMISSION, CAROL COLLETT 405-521-2108

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

____ STORMWATER PLANS, APPROVED ON:
____ PAVING PLANS, APPROVED ON:
____ WATER PLANS, APPROVED ON:
____ SANITARY SEWER PLANS, APPROVED ON:
____ SEWAGE DISPOSAL PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON:
____ WATER PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____
____ IS A SIDEWALK PERFORMANCE BOND DUE? _____ HAVE THEY BEEN SUBMITTED? _____
____ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER AND PAVING? (CIRCLE APPLICABLE) _____ HAVE THEY BEEN SUBMITTED? _____
____ PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: _____
____ BUILDING PAD ELEVATIONS ON EACH LOT PLACED ON A COPY OF THE FINAL PLAT
____ MONUMENTS SHOWN ON PLAT
____ SLOPE ANALYSIS (1:4) FOR LOTS ADJACENT TO DRAINAGE CHANNELS APPROVED

PLANNING DEPARTMENT APPROVAL

____ ADDRESSES REVIEWED AND APPROVED
____ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?
____ PLANNING DEPARTMENT REVIEW COMPLETE ON:
____ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:
____ FINAL PLAT SENT TO PROJECT ENGINEER FOR FINAL REVIEW ON:

FEES

____ FINAL PLAT PROCESSING FEE \$ _____
____ WATER LINE (S) UNDER PAYBACK CONTRACT \$ _____
____ EXCESS SEWER CAPACITY FEE \$ _____

_____ ACCELERATION/DECELERATION LANES ESCROW	\$ _____
_____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
_____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
_____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
_____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
_____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
_____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
_____ STREET SIGNS, LIGHTS, ETC.	\$ _____
_____ STORM WATER FEE-IN-LIEU OF DETENTION	\$ _____

TOTAL FEE(S) \$ _____

FINAL PROCESSING OF PLAT

_____ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: _____

_____ FEES PAID ON: _____ IN THE AMOUNT OF: _____

_____ FINAL PLAT PICKED UP FOR FILING ON: _____

_____ 6 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT

_____ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

Preliminary Plat
Planned Unit Development 261

Chestnut Creek

A subdivision in the City of Broken Arrow, being a part of the SE/4 of Section 4, Township 17 North, Range 14 East of the Indian Meridian, Tulsa County, State of Oklahoma

I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the _____ tax rolls the taxes on the above description are paid.

Dana Patten, County Treasurer

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

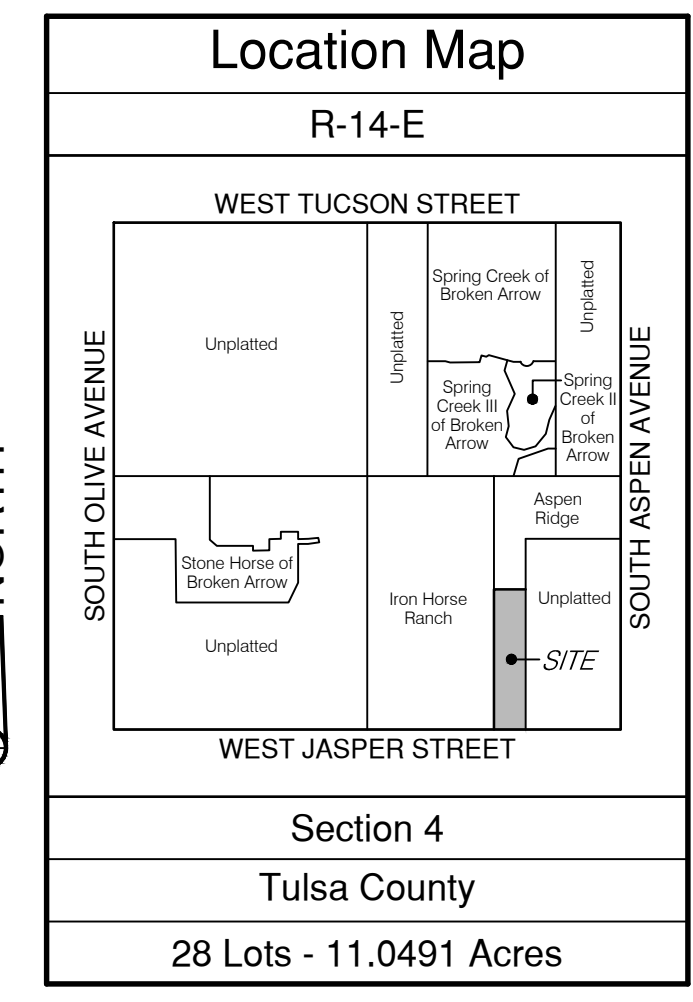
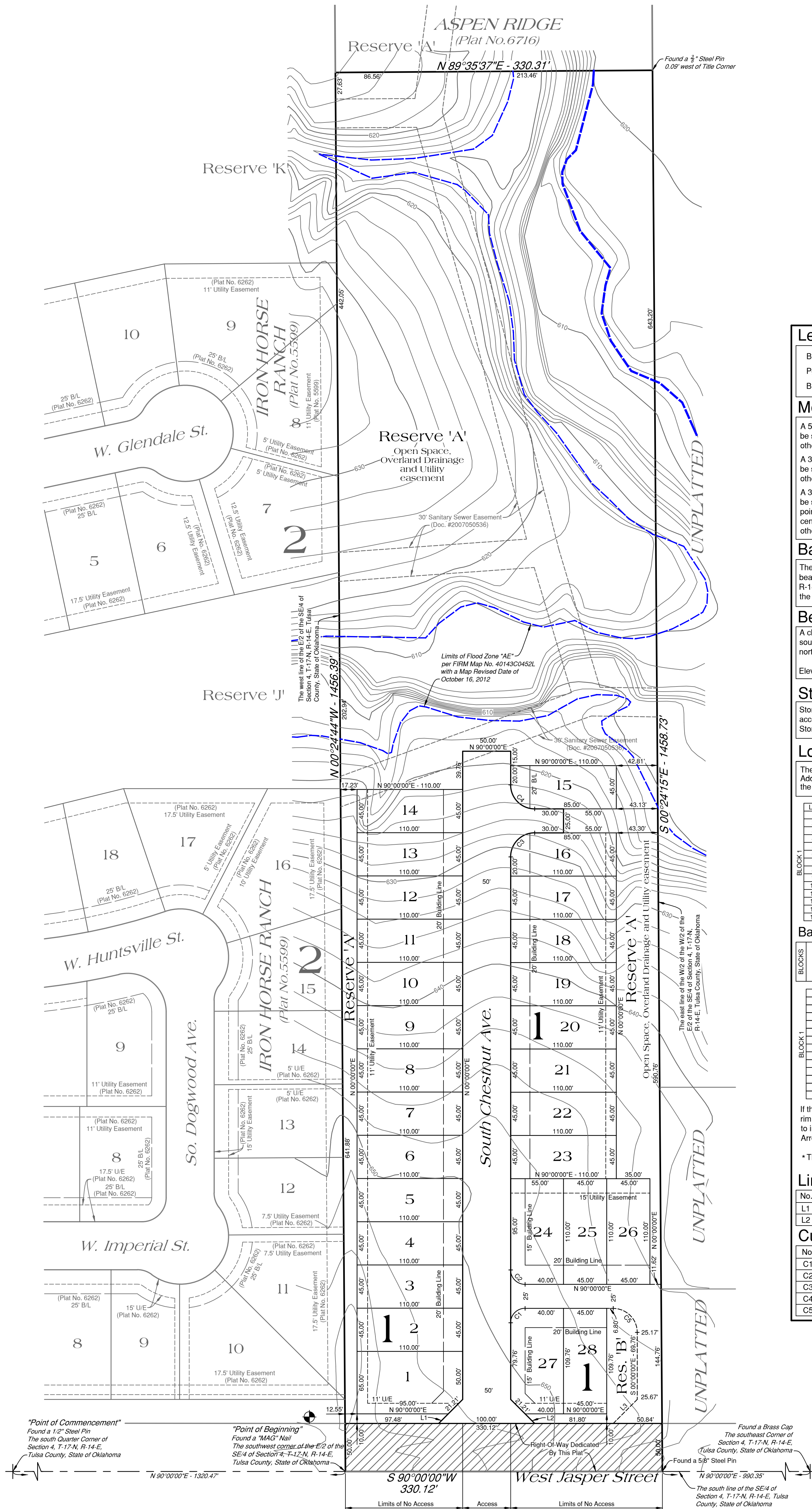
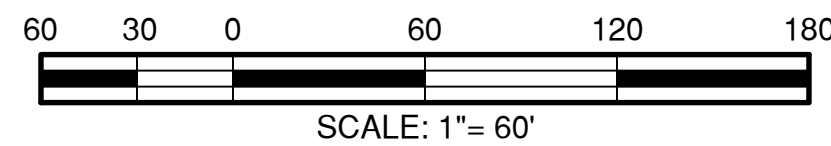
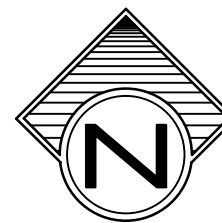
an Oklahoma corporation
9820 East 41st Street, Suite 102
Tulsa, Oklahoma 74146
918.252.9621

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

OWNER / DEVELOPER

Capital Homes Residential Group, L.L.C.

an Oklahoma Limited Liability Company
P.O. Box 240
Owasso, Oklahoma 74055
918.376.6536



Legend

Bk. = Book	U/E = Utility Easement
Pg. = Page	ROW = Right of Way
BL = Building Line	

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" 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 CA 531" 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 CA 531" 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 this survey are based on an assumed bearing of N 90°00'00"E along the south line of the SE/4 of Section 4, T-17-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the official U.S. Government Survey thereof.

Benchmark

A chiseled "X" in a concrete sidewalk 6.9' north and 37.1' west of the southwest corner of Reserve A, "Chestnut Creek". The Benchmark is 1.1' north of the south edge of the concrete sidewalk.

Elevation = 655.92 NAVD 1988

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-22417-03. 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.

Block	Lot	Address
BLOCK 1	1	xxxx
	2	xxxx
	3	xxxx
	4	xxxx
	5	xxxx
	6	xxxx
	7	xxxx
	8	xxxx
	9	xxxx
	10	xxxx
	11	xxxx
	12	xxxx
	13	xxxx
	14	xxxx
BLOCK 2	15	xxxx
	16	xxxx
	17	xxxx
	18	xxxx
	19	xxxx
	20	xxxx
	21	xxxx
	22	xxxx
	23	xxxx
	24	xxxx
	25	xxxx
	26	xxxx
	27	xxxx
	28	xxxx

Backflow Preventer Valve Table

Block	Lot	Proposed Finished Floor Elevation	Proposed Manhole Elevation	Proposed Finished Floor Elevation	Proposed Manhole Elevation
BLOCK 1	1	xxx.xx	x xxx.x	15	xxx.xx
	2	xxx.xx	x xxx.x	16	xxx.xx
	3	xxx.xx	x xxx.x	17	xxx.xx
	4	xxx.xx	x xxx.x	18	xxx.xx
	5	xxx.xx	x xxx.x	19	xxx.xx
	6	xxx.xx	x xxx.x	20	xxx.xx
	7	xxx.xx	x xxx.x	21	xxx.xx
	8	xxx.xx	x xxx.x	22	xxx.xx
	9	xxx.xx	x xxx.x	23	xxx.xx
	10	xxx.xx	x xxx.x	24	xxx.xx
	11	xxx.xx	x xxx.x	25	xxx.xx
	12	xxx.xx	x xxx.x	26	xxx.xx
	13	xxx.xx	x xxx.x	27	xxx.xx
	14	xxx.xx	x xxx.x	28	xxx.xx

If the actual finished floor elevation is lower than one (1) foot above the top of rim elevation of the upstream manhole, it shall be the builder's responsibility to install a backflow preventer valve near the building according to Broken Arrow Ordinance No. 2173, Section 24-100, adopted October 5, 1998.

* These lots require a backflow preventer valve.

Line Table

No.	Bearing	Distance
L1	N 45°00'00"E	14.14'
L2	N 45°00'00"W	14.14'

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	90°00'00"	15.00'	23.56'	N 45°00'00"E	21.21'
C2	90°00'00"	15.00'	23.56'	S 45°00'00"E	21.21'
C3	90°00'00"	25.00'	39.27'	N 45°00'00"E	35.36'
C4	90°00'00"	25.00'	39.27'	S 45°00'00"E	35.36'
C5	90°00'00"	25.00'	39.27'	S 45°00'00"E	35.36'

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

CHESTNUT CREEK

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Capital Homes Residential Group, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land located in the W/2 of the W/2 of the E/2 of the SE/4 of Section 4, T-17-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the south quarter corner of Section 4, T-17-N, R-14-E, of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof;

Thence N 90°00'00" E along the south line of the SE/4 of Section 4 a distance of 1320.47 feet to the southwest corner of the E/2 of the SE/4 of Section 4, same being the southeast corner of "Iron Horse Ranch" a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6262 as filed in the records of the Tulsa County Clerk's Office, same being the "Point of Beginning";

Thence N 00°24'44" W along the west line of the E/2 of the SE/4 of Section 4, same being the east line of "Iron Horse Ranch" a distance of 1456.39 feet to the southwest corner of Reserve A, "Aspen Ridge" a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6716, as filed in the records of the Tulsa County Clerk's Office;

Thence N 89°35'37" E along the south line of Reserve A, a distance of 330.31 feet to the southeast corner of Reserve A, said point being on the east line of the W/2 of the W/2 of the E/2 of the SE/4 of Section 4;

Thence S 00°24'15" E along the east line of the W/2 of the W/2 of the E/2 of the SE/4 of Section 4 a distance of 1458.73 feet to the southeast corner of the W/2 of the W/2 of the E/2 of the SE/4 of Section 4;

Thence S 90°00'00" W along the south line of the SE/4 of Section 4 a distance of 330.12 feet to the "Point of Beginning".

Said tract contains 481,299 square feet or 11.0491 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 90°00'00" E along the south line of the SE/4 of Section 4, T-17-N, R-14-E, of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

And does hereby certify that it has caused the above described land to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat and subdivided into one (1) block, twenty-eight (28) lots, two (2) reserve areas, and streets and has designated the same as "CHESTNUT CREEK", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the street (West Jasper Street) as depicted on the accompanying plat; and does 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 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 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 Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer 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 along the perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. 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 Owner/Developer does 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 electric, 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 easements.

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 a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 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 reserve 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 Gas Service

1.4.1 The supplier of gas service, through its agents and employees, shall at all times have the right of access to all such easements shown on the plat or as provided for in this deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service. THE SUPPLIER OF GAS SERVICE CAN REQUIRE THE LOCATION OF GAS SERVICE STUB-OUTS FROM THE HOME AT THE TIME OF CONSTRUCTION.

1.4.2 The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration of grade or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner or its agents or contractors.

1.4.3 The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.5 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 1.5 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

1.6 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.

1.7 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to West Jasper Street within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, Oklahoma.

SECTION II. RESERVE AREAS

2.1 Use of Land

2.1.1 Reserve Areas "A" and "B"
Reserve Areas "A" and "B" shall be used for open space, signage, landscaping, walls, fencing, drainage, recreation, overland drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within CHESTNUT CREEK as set forth within Section V hereof.

2.2 All Reserves

2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the "The CHESTNUT CREEK Homeowners' Association."

2.2.2 In the event the Homeowners' Association should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.

2.2.3 In the event the Homeowners' Association fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, Oklahoma may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within the development, provided however, the lien against each residential lot shall be limited to 1/28 of the costs. This lien may be foreclosed by the City of Broken Arrow, Oklahoma.

SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "CHESTNUT CREEK" was submitted as a planned unit development (entitled PUD No. 261) 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 25, 2017 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 261 was approved by the Broken Arrow Planning Commission on May 25, 2017 and approved by the City of Broken Arrow City Council, on June 19, 2017; 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 Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer,

its successors and assigns, and the City of Broken Arrow, Oklahoma;

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

2.1 General Standards

The development of "CHESTNUT CREEK" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on May 25, 2017.

2.2 Development Standards - Single-Family Attached and Detached Residential (Development Area 'A')

Development Area 'A' shall be governed by the use and development regulations of the RS-2 District, except as herein modified:

2.2.1 Permitted Uses: Single-Family Attached and Detached Residential and Accessory Uses.

2.2.2 Minimum Lot Frontage 40 feet at Building Line

2.2.3 Minimum Lot Area 4,400 sf.

2.2.4 Maximum Building Height: 35 feet

2.2.5 Minimum Building Setbacks:
Front 20 feet
Rear 10 feet
Side (Single-Family Attached) 0 feet (Internal) or 5 feet (End Unit)
Side (Single-Family Detached) 5/5 feet or 0/10 feet
Minimum Building Separation 10 feet
Side, Corner Lot 15 feet

2.2.6 Access Limitations: No lots shall have direct access to W. Jasper St.

2.2.7 Open Space: All open space shall be designated as reserve areas and maintenance as such shall be the responsibility of the property owners association.

2.3 Development Standards - Open space (Development Area 'B')

Permitted Uses: Open Space, Passive and Active Recreation

2.4 Landscaping and Screening:

Landscaping will be provided along West Jasper Street in accordance with Section 5.2 City of Broken Zoning Ordinance. In addition, a landscape reserve of at least 10 feet in width shall be provided along West Jasper Street. All open space/reserve areas shall be owned and maintained by the Homeowners' Association. Any landscape material that fails shall be replaced in accordance with the criteria contained in Section 5.2.B.4.d.ii of the Zoning Ordinance.

CHESTNUT CREEK

Date of Preparation: June 19, 2017

Sheet 3 of 3

SECTION IV. PRIVATE COVENANTS

For the purpose of providing an orderly development of the addition and for maintaining conformity for the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the addition.

4.1 Development and Construction Standards

- 4.1.1 No residence or other permanent structure shall be erected, placed, or altered on any lot in "CHESTNUT CREEK" until the floor plan, exterior elevation and materials thereof, plot plan (which plot plan shows the location and facing of such building on the lot), all of which have been drawn by a professional architect or home designer, has been approved, in writing, by the Owner/Developer or the Association. Neither the Owner/Developer nor the Association shall be liable for any approval. Disapproval, or failure to approve hereunder, and their respective approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or disapproval or the failure to approve any building plans shall not be deemed a waiver of any restriction. After the Owner/Developer sells all its lots in "CHESTNUT CREEK," the rights and powers of the Owner/Developer shall transfer to the Association.
4.1.2 Enclosed garages providing for a minimum of two (2) automobiles shall be built on each lot. Carports are not permitted.
4.1.3 Driveways are required on each lot, and shall be constructed of all weather surface such as concrete, brick, or other masonry materials acceptable to the Owner/Developer. Driveways must extend from street to garage door opening and be no less than sixteen feet (16.0') in width.
4.1.4 No pre-existing or offsite built residence may be moved onto any lot. All tool sheds, hobby rooms, or other outbuildings shall conform to the basic architectural styling of the dwelling, including masonry requirements, and to the square footage restrictions approved by the Owner/Developer in writing and in conformance with the Zoning Code of the City of Broken Arrow. All such outbuildings shall be shingled with the same color and type of shingle as the dwelling. No garage or outbuilding on any lot shall be used as a residence or living quarters. Further, no detached structure or building for purely ornamental or other purposes shall be erected on any part of any lot without the prior written consent of the Owner/Developer.
4.1.5 All roofs must have a minimum pitch of 6/12. Roofs shall be organic or inorganic composition shingle with a twenty-five (25) year or greater rating. The Owner/Developer may approve, upon prior written request exceptions to these roof materials and pitch requirements provided such exceptions comply with the PUD for CHESTNUT CREEK and the Zoning Code for the City of Broken Arrow. Approval may be granted when deemed appropriate by the Owner/Developer to recognize historical architectural styles, or significant physical characteristics of a house plan or building.
4.1.6 Exterior lighting, except temporary seasonal, decorative lighting (35 days or less) and low voltage landscape lighting, is limited to non-glare bulbs or shielded fixtures.
4.1.6 Exterior lighting, except temporary seasonal, decorative lighting (35 days or less) and low voltage landscape lighting, is limited to non-glare bulbs or shielded fixtures.
4.1.7 No television, radio, or other antennae or reception devices, other than a twenty inch (20") or smaller television satellite dish, shall be constructed or maintained on any lot without the

written approval of the Owner/Developer. Satellite dishes permitted herein shall be installed and maintained on the backside of the residential structure, shall not extend above the roof line and shall not be visible from streets in front of said structure, provided, that these types of reception devices shall only be installed after express approval of the Association, which shall not be unreasonably denied, and the devices shall be painted a color to match the existing residential structures and be installed with landscaping and/or in a manner to restrict their view from adjacent properties.

- 4.1.8 Roof mounted equipment, including mechanical, air conditioning, and solar equipment, will not be allowed. This provision shall not include small (less than 20") satellite dishes. See the provision above.
4.1.9 Except as provided herein, no vehicle, motorcycle, motor bike, camper, trailer, boat, all terrain vehicle (ATV), or recreational vehicle (RV), or similar vehicle or equipment, whether or not operable (collectively referred to as "vehicles") shall be kept, parked, stood, or stored on any lot, street, or the common area, except in a garage or in an area where the Association has given its prior written approval thereof. Regular passenger vehicles, such as automobiles, passenger vans, SUV's, and commercial vehicles of 3/4 ton or less, are permitted to be parked in the driveway overnight. Further, boats, trailers and RV's may be parked temporarily (for a period not to exceed 48 consecutive hours per week) on the driveway of a lot for purposes of loading, unloading, or washing. Vehicles shall not be kept, parked, or stored on the lot, except in a side yard, completely screened by privacy fencing from view of neighboring lots, streets, and other property. Parking on the street is reserved for the lot owners' guests and visitors. Lot owners' vehicles (or vehicles under their dominion and control) shall not be parked or stored in any street, nor in any other manner which impairs or impedes sidewalk use or other public access. Lot owners shall keep their respective garages free from clutter and debris so that garages may be consistently used for the parking and/or storage of vehicles, repair of vehicles on the lot is prohibited. Washing or polishing of vehicle on the driveway is allowed, provided however, vehicle repair may occur in the enclosed garage, as long as the garage effectively screens the sight and sound of such activities from neighboring properties and from the street. Inoperable vehicles shall not be kept, parked, or stored on a lot at any time. Notwithstanding any other provision herein, no commercial vehicles shall be parked or stored at any time on or in front of any lot, street, or common area without the Association's prior written consent.
4.1.10 The owner of each lot and/or residence shall keep the same free from rubbish, litter, and noxious weeds.
4.1.11 All household garbage, trash cans, rubbish, or litter shall be stored from street view until twelve (12) hours before the designated date for collection. All waste containers must be removed from the curbside and screened from roadway view within twelve (12) hours after refuse collective vehicles empty the containers.
4.1.12 No exposed clothes line poles or outdoor clothes drying apparatus will be permitted on any lot.
4.1.13 All structures, landscaping, and improvements shall be maintained in good condition and in good repair at all times.
4.1.14 No sign or other advertising of any kind shall be placed or maintained on any lot longer than twenty-four (24) hours, except that neatly painted real estate signs of standard size may be placed in the front yard of a residence that is "for sale." Notwithstanding above, the Owner/Developer shall be allowed to install any sign(s) necessary for the purposes connected with the development of "CHESTNUT CREEK" as approved by the City of Broken Arrow. The Owner/Developer may approve other signs upon written request.
4.1.15 So long as a rural type mailbox is in use in "CHESTNUT CREEK" by the United States Postal Service, all mailboxes and mailbox pedestals in "CHESTNUT CREEK" shall conform in design to the specific plan approved by the Owner/Developer and the location and design shall match the design of the residential structure and conform to the specifications of the United States Postal Service. The mailbox shall be positioned so that the front face is approximately six inches (6") from the

face of the curb and six inches (6") from the inside edge of a driveway. "Inside edge" shall mean the edge of the driveway that borders the largest contiguous lot area. The bottom of the mailbox shall be thirty-eight inches (38") from street level.

- 4.1.16 All lots shall be sodded and landscaped within ten (10) days of occupancy or one hundred twenty (120) days after final inspection, whichever occurs first. The front, back, and side yards of each lot shall be fully sodded upon completion of the construction of any residence. Each lot shall have a reasonable landscape package in the front yard upon completion of the construction of any residence.
4.1.17 It shall be the duty and obligation of the owners of each lot to preserve and protect the trees located on such lot. The Association shall be responsible for protecting and preserving the trees in all common areas, which shall be a common expense. The owner of each lot shall make an effort to save all trees possible and shall exercise care to protect the root systems of all trees during construction.
4.1.18 Each property owner shall consult and follow the final grading plan filed at the City of Broken Arrow. It is the responsibility of the property owner to ensure their lot is graded in accordance with said grading plan. If a lot has not been graded properly, the property owner who is at fault must make immediate changes to bring said lot into accordance with the drainage plan. The lot shall receive and drain in an unobstructed manner, the storm 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 in a manner which would impair the drainage of storm and surface waters over and across their lot. The foregoing covenants set forth in this paragraph may be enforceable by any affected lot owner, the City of Broken Arrow, the Owner/Developer and/or the Homeowners' Association.
4.1.19 No livestock or poultry shall be raised, bred, or kept, subject to the ordinances of the City of Broken Arrow, at any residence or on any lot. Common household pets may be kept, provided that they are not bred or maintained for commercial purposes, and so long as they do not pose a threat or create a nuisance to the neighbors.
4.1.20 Excessive noise that intrudes upon the peaceful enjoyment of a residents' property is not permitted.

SECTION V. HOME OWNERS' ASSOCIATION

5.1. Formation.

The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "The CHESTNUT CREEK Homeowners' Association, Inc." (the "Association") for the general purposes of maintaining the landscaping, private streets, alleyways, reserve areas, parking and driveways and other common areas and to enhance the desirability and attractiveness of the subdivision. The Owner/Developer will control the Association until such time that it is turned over to the homeowners. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas, streets and driveways (whether within or without the addition) and common areas as designated on the plat.

5.2. Maintenance.

Reserve Areas: the Association, except as hereinafter provided, shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat and the reserve areas are reserved for subsequent conveyance to the Association.

SECTION VI. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

6.1. Enforcement

The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors and assigns, within the provisions of SECTION I. EASEMENTS AND UTILITIES, are set forth certain covenants and the enforcement rights pertaining thereto, and whether or not therein so stated the covenants within Section I, shall inure

to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma.

6.2. Duration

These restrictions shall remain in full force and effect until 20 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

6.3. Amendment

The covenants contained within SECTION I. EASEMENTS AND UTILITIES, may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended at any time by an instrument in writing signed by the owners of at least sixty percent (60 %) of all lots in the addition and signed by the Owner/Developer; providing. However, that until the Owner/Developer has sold all lots in the addition. The Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the addition.

6.4. 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 of any part hereof as set forth herein, which shall remain in full force and effect.

WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this ____ day of _____, 2017.

Capital Homes Residential Group, L.L.C. an Oklahoma limited liability corporation

By: David Charney, Manager

State of Oklahoma)
) s.s.
County of Tulsa)

This instrument was acknowledged before me this ____ day of _____, 2017, by David Charney, Manager of Capital Homes Residential Group, L.L.C.

Notary Public
My commission No. _____
expires _____

CERTIFICATE OF SURVEY

I, J. Patrick Murphy, of Tulsa Engineering & Planning Associates, Inc., a 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 "CHESTNUT CREEK", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this ____ day of _____, 2017.

J. Patrick Murphy
Registered Professional Land Surveyor



State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this ____ day of _____, 2017, by J. Patrick Murphy.

Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2016

CHESTNUT CREEK

Date of Preparation: June 19, 2017

Sheet 3 of 3

Concept Utility Plan

Muhich Industrial Park

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

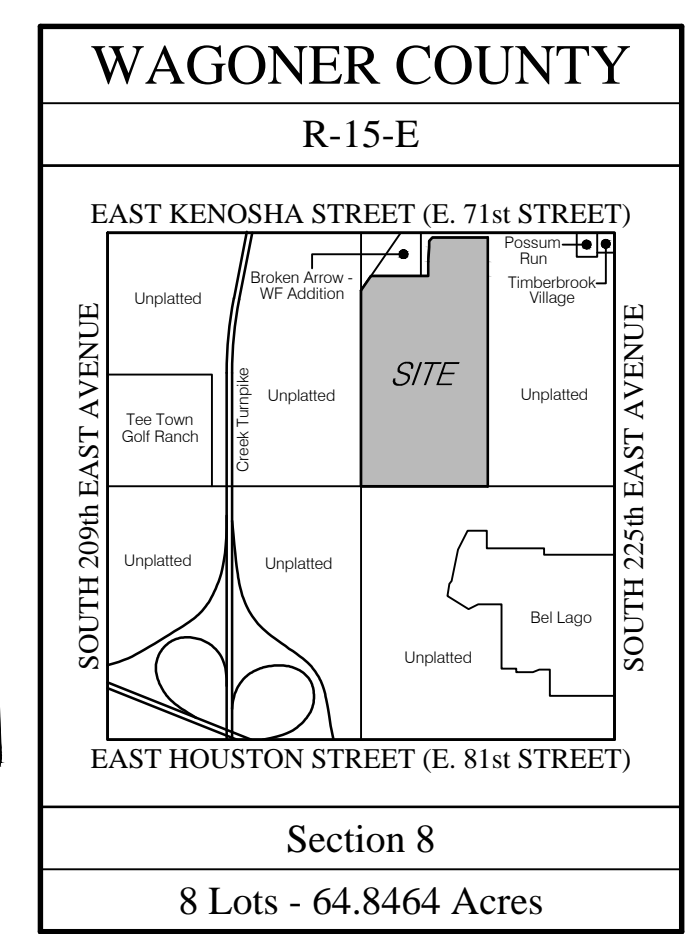
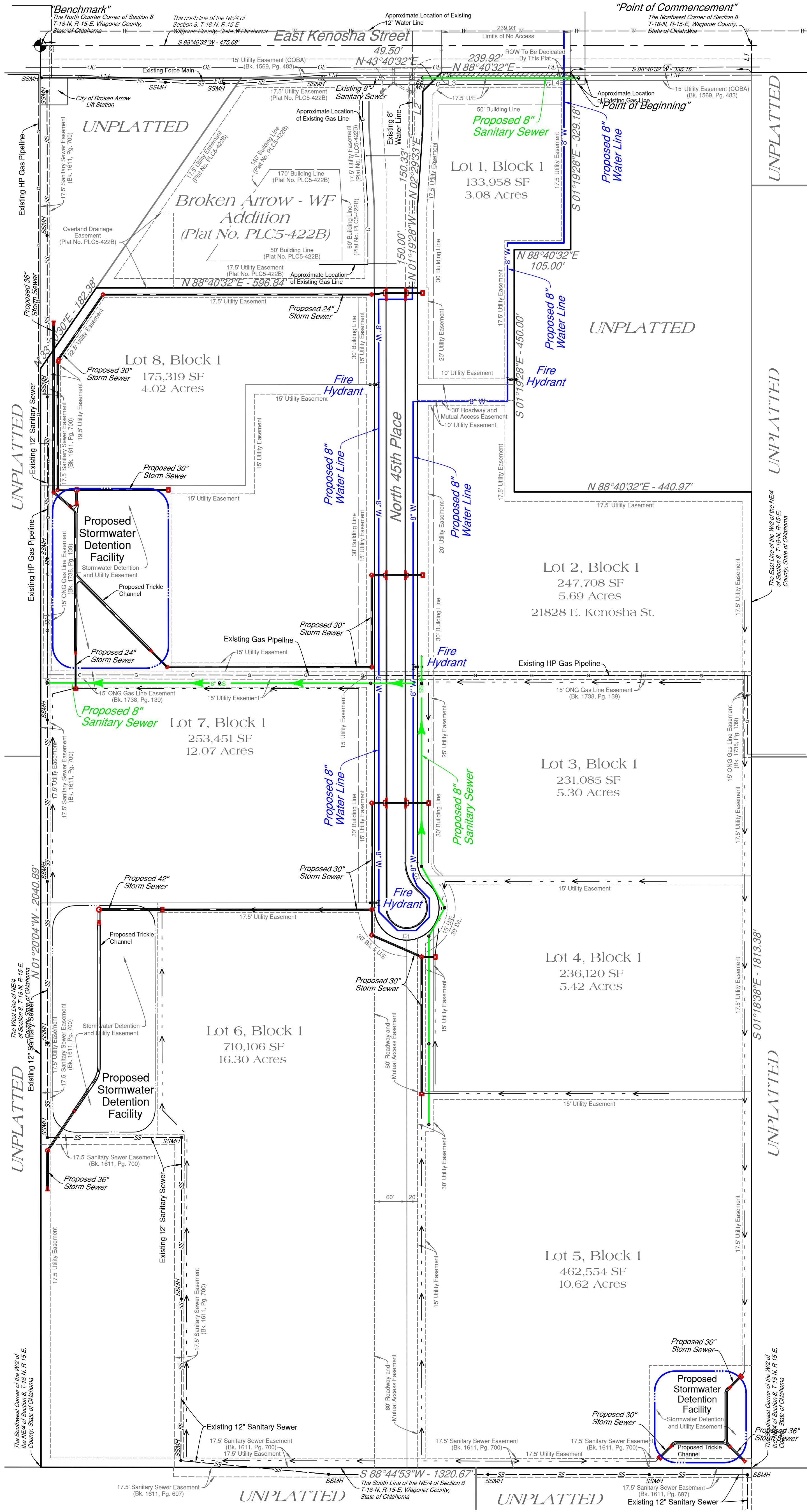
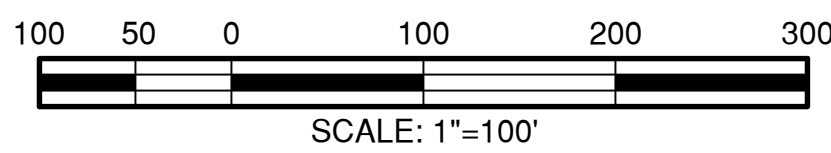
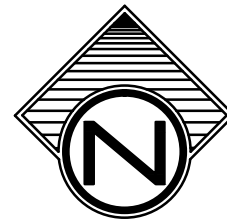
ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9820 East 41st Street, Suite 102
Tulsa, Oklahoma 74146
918.252.9621

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

OWNER / DEVELOPER

JM Assets, LP
a Texas Limited Partnership
4203 Spinnaker Cove
Austin, TX 78731
512.657.6789



Legend

Bk. = Book	U/E = Utility Easement
Pg. = Page	ROW = Right of Way
BL = Building Line	

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" 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 CA 531" 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 CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cut-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 assumed 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, according to the Official U.S. Government Survey thereof.

Benchmark

Top of an Oklahoma Department of Transportation Brass Cap at the N/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 plan are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-11216-17. 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.

Lot	Address
1	xxxx
2	xxxx
3	xxxx
4	xxxx
5	xxxx
6	xxxx
7	xxxx
8	xxxx

Backflow Preventer Valve Table

BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE TOP OF RIM ELEVATION	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE TOP OF RIM ELEVATION
1	XXXX	X	XXXX	X	XXXX
2	XXXX	X	XXXX	X	XXXX
3	XXXX	X	XXXX	X	XXXX
4	XXXX	X	XXXX	X	XXXX
5	XXXX	X	XXXX	X	XXXX
6	XXXX	X	XXXX	X	XXXX
7	XXXX	X	XXXX	X	XXXX
8	XXXX	X	XXXX	X	XXXX

If the actual finished floor elevation is lower than one (1) foot above the top of rim elevation of the upstream manhole, it shall be the builder's responsibility to install a backflow preventer valve near the building according to Broken Arrow Ordinance No. 2173, Section 24-100, adopted October 5, 1998.

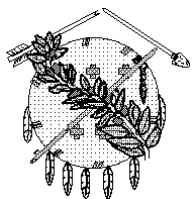
* These lots require a backflow preventer valve.

Line Table

No.	Bearing	Distance	No.	Bearing	Distance
L1	S 01°18'38"E	50.00'	L3	N 43°40'32"E	14.14'
L2	N 01°19'28"W	65.01'	L4	S 01°19'28"E	10.00'

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	230°28'43"	60.00'	241.36'	S 63°26'10"E	108.54'
C2	50°28'44"	50.00'	44.05'	N 26°33'50"W	42.64'



City of Broken Arrow

Fact Sheet

File #: 17-2379, **Version:** 1

Broken Arrow Planning Commission

07-13-2017

To: Chairman and Commission Members
From: Development Services Department
Title: Public hearing, consideration, and possible action regarding SP-280 (Specific Use Permit), Graves Scout Reservation, 170.01 acres, A-1, northeast corner of New Orleans Street and 23rd Street

Background:

Applicant: William W. Haines, Indian Nations Council, BSA
Owner: Indian Nations Council, BSA
Developer: Indian Nations Council, BSA
Engineer: NA
Location: Northeast corner of New Orleans Street and 23rd Street
Size of Tract: 170.01 acres
Number of Lots: 1
Present Zoning: A-1
Comp Plan: Greenway/Floodplain and Private Recreation

SP-280 is a request for a Specific Use Permit for a “Place of Assembly” for the Indian Nations Council, Inc. Boy Scouts of America, along with a request to modify the freestanding sign requirement associated with the campgrounds. The property is located on the northeast corner of New Orleans Street and 23rd Street.

A Boy Scout camp was established on the property in 1944 when Russell Kelce, president of Seneca Coal Company, donated the first of two parcels of abandoned coal-pit land to Broken Arrow Boy Scout Troop 104. “Places of Assembly”, such as that associated with the Boys Scouts, require a Specific Use Permit, which has not been obtained on the property.

The Boy Scouts of America wants to replace and upgrade some of the signs that are located at the entries to the campgrounds. The property is zoned A-1, which limits signs to 32 square feet in size and eight feet in height. In accordance with Section 5.7.E.2 of the zoning ordinance, permanent freestanding signs, which function as on-premises advertising signs and are located on lots used for institutional use such as educational, religious or charitable institution, may be increased to the standards for commercial signs through a PUD or Specific Use Permit.

With SP 280, applicant is requesting to have three new signs and to replace one existing sign. The largest sign, which contains 50 square feet and will be 7 feet in height, will be located on the northeast corner of New

Orleans Street and 23rd Street. The other three signs contain 40 square feet and are seven feet in height. The signs are shown to be located outside the utility easements.

Surrounding land uses and zoning classifications include the following:

North:	A-1	Undeveloped
East:	A-1/SP 139	NSU
South:	A-CN, A-R-1, A-RS-1, A-1/SP 192B	Large lot residential and undeveloped
West:	R-2/FD	Large lot residential

The 100-year floodplain associated with Broken Arrow Creek flows north/south through the property. The property is designated as “Greenway/Floodplain” and “Private Recreation” in the Comprehensive Plan.

In 2010, a site plan was submitted for a new building for the Jack Graves Center, which is located on the east part of the property. During the site plan review, Staff commented that a sidewalk needed to be constructed along New Orleans Street from the eastern most access drive to the property line shared with NSU. The applicant requested a waiver on the sidewalk construction. The City Council denied the waiver request and stated that a minimum five-foot wide sidewalk would be constructed from the east property line adjoining Northeastern State University to the east side of the entry drive from New Orleans Street, which is approximately 1,000 feet. The construction of this sidewalk could be deferred to a future construction phase, but would be completed no later than December 2012. In 2012, applicant requested, and received approval, to defer construction of the sidewalk to December 2017. As of today, the sidewalk has not been constructed. With the agreement to defer construction of the sidewalk, it was understood that additional consideration would be given to extending the sidewalk approximately 2,200 feet from the main entrance to the Jack Graves Center to the Indian Nations Council’s southwestern property corner at or near the intersection of New Orleans Street and County Line Road.

The property associated with SP 280 has not been platted. Right-of-way and utility easements have been dedicated along New Orleans Street and 23rd Street in accordance with the subdivision regulations.

- Attachments:**
- Case map
 - Aerial photo
 - Comp Plan
 - Sign Details
 - Sidewalk information
 - Approved site plan for Jack Graves Center
 - Right-of-Way Dedication Recorded Document

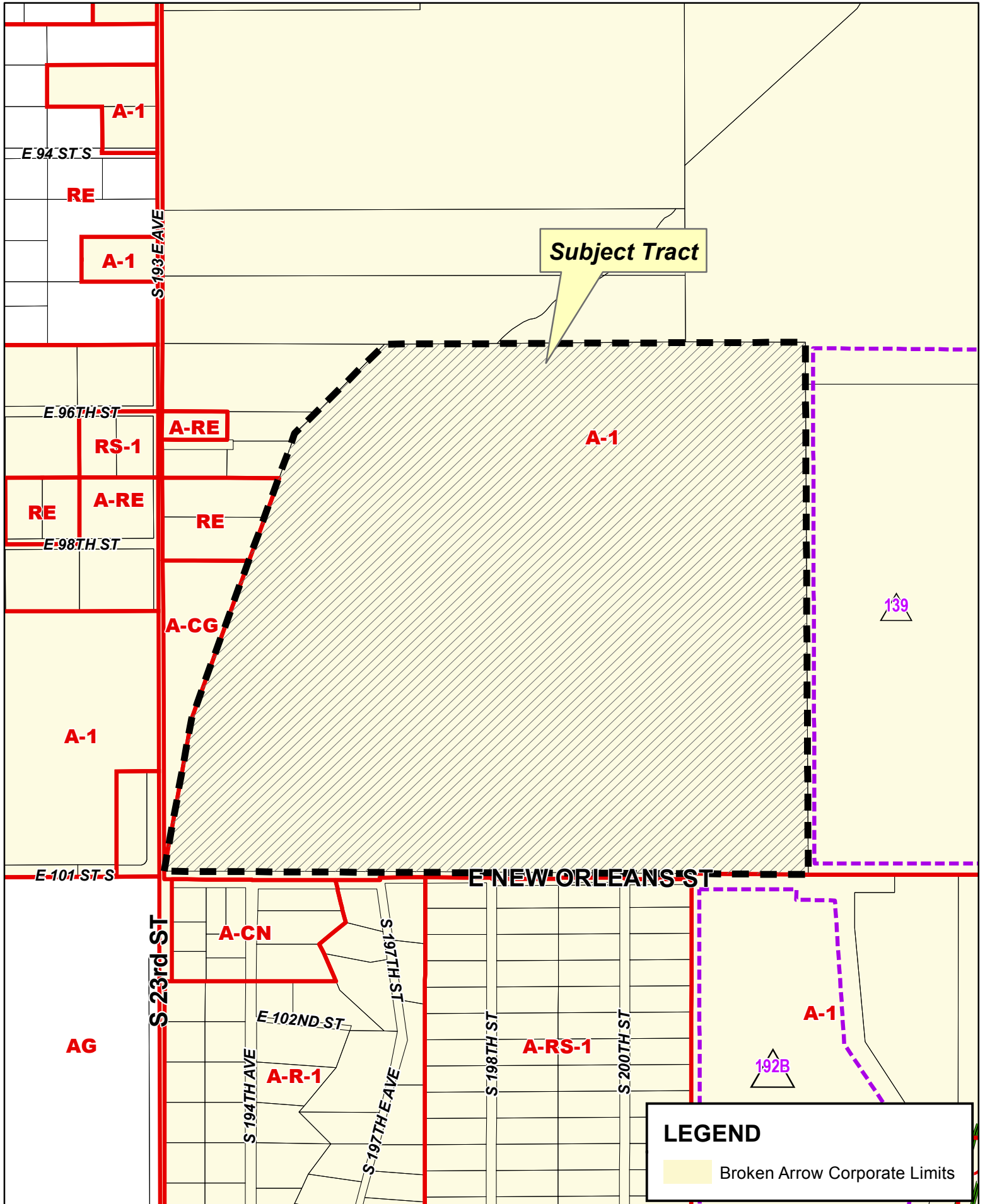
Recommendation:
Based on the Comprehensive Plan, the location of the property, past history of the property, and the surrounding land uses, Staff recommends that SP-280 be approved and, since the right-of-way and utility easements have been dedicated in accordance with the Subdivision Regulations, the platting be waived. Signs shall be constructed as per the plans submitted with SP 280. In addition, the 5-foot wide sidewalk from the eastern most drive to the east property line shall be completed. The 5-foot wide sidewalks along the remainder of the property frontage shall either be completed by December 31, 2020, or funds shall be placed in escrow.

Reviewed By: **Larry R. Curtis**

File #: 17-2379, Version: 1

Approved By: Michael W. Skates

BDM



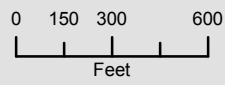
Subject Tract

LEGEND

 Broken Arrow Corporate Limits

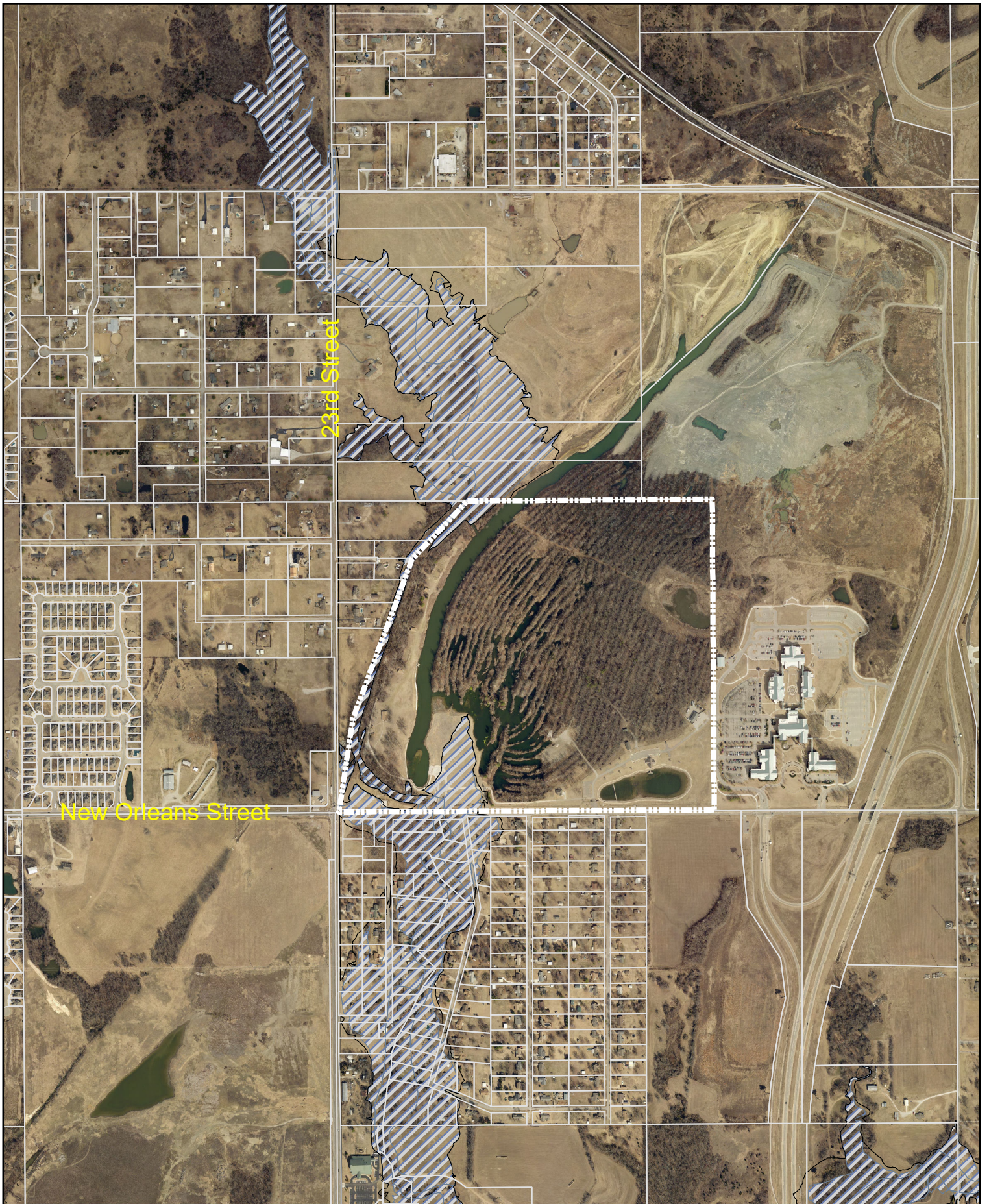


SP-280

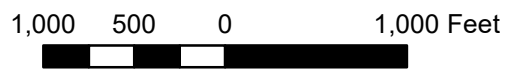


19 18-15



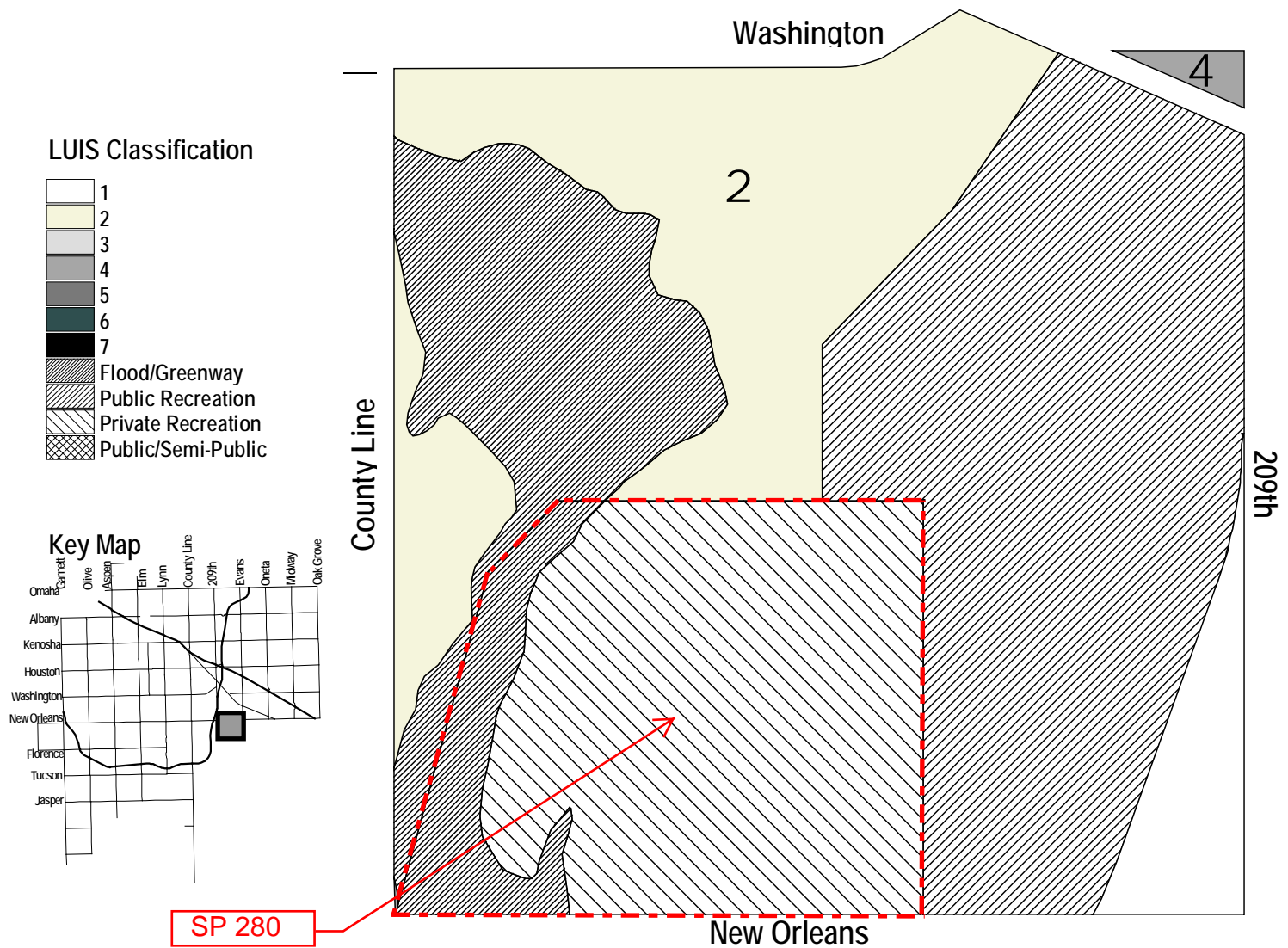


SP-280
Graves Scout Reservation



Washington/209th/New Orleans/County Line (19-18-15)

Level 2 designations are given to all developable lands that do not lie within public or private recreation areas, floodplain areas, or the proposed South Loop right-of-way.

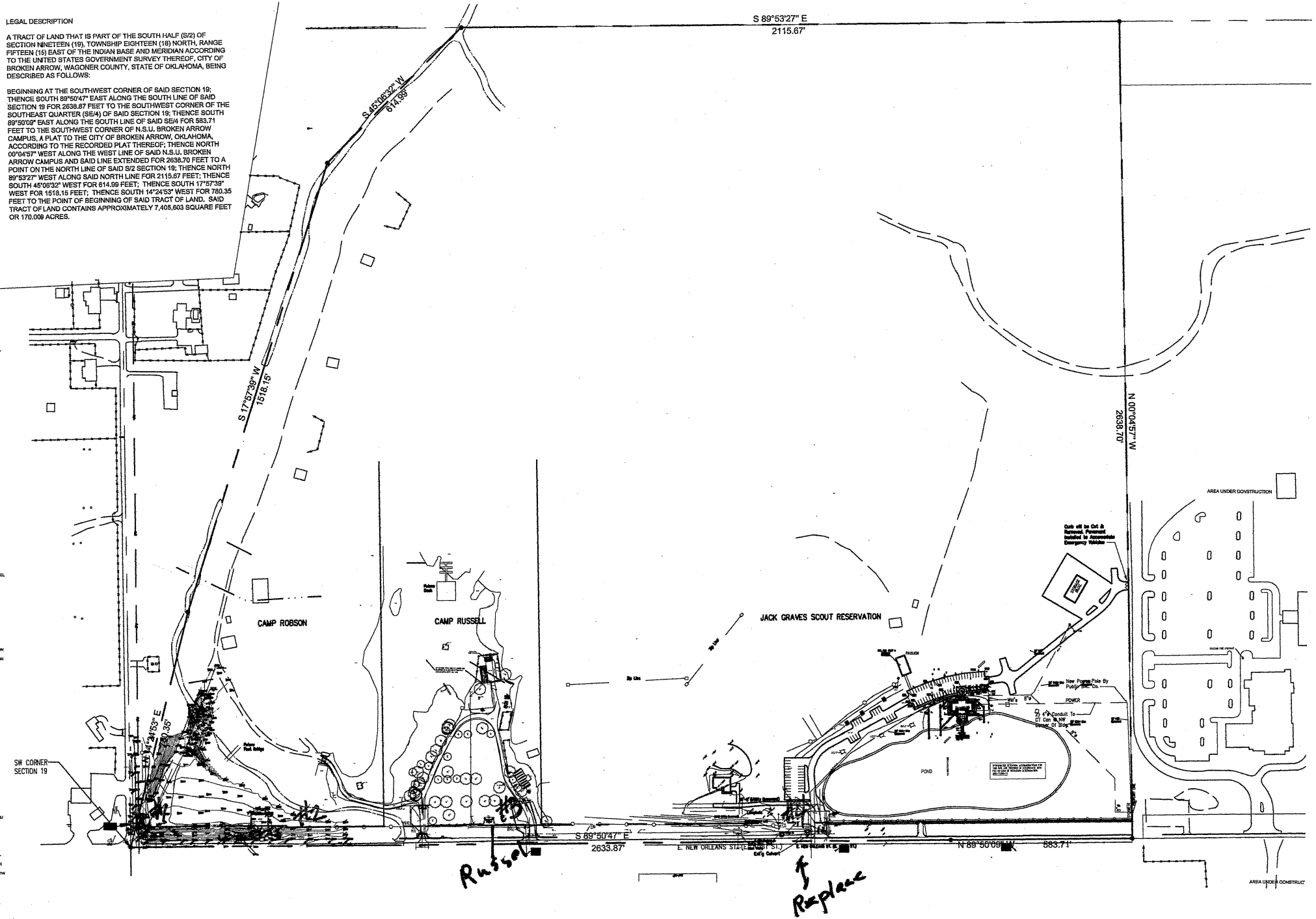


LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF THE SOUTH HALF (S/2) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 89°50'47" EAST ALONG THE SOUTH LINE OF SAID SECTION 19 FOR 2633.87 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 19; THENCE SOUTH 89°50'09" EAST ALONG THE SOUTH LINE OF SAID SE/4 FOR 583.71 FEET TO THE SOUTHWEST CORNER OF N.S.U. BROKEN ARROW CAMPUS, A PLAT TO THE CITY OF BROKEN ARROW, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 00°04'57" WEST ALONG THE WEST LINE OF SAID N.S.U. BROKEN ARROW CAMPUS AND SAID LINE EXTENDED FOR 2638.70 FEET TO A POINT ON THE NORTH LINE OF SAID S/2 SECTION 19; THENCE NORTH 89°53'27" WEST ALONG SAID NORTH LINE FOR 2115.67 FEET; THENCE SOUTH 45°05'32" WEST FOR 614.99 FEET; THENCE SOUTH 17°57'39" WEST FOR 1918.15 FEET; THENCE SOUTH 14°24'53" WEST FOR 760.35 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND, SAID TRACT OF LAND CONTAINS APPROXIMATELY 7,405,603 SQUARE FEET OR 170.009 ACRES.

S 89°53'27" E
2115.67'



N 00°04'57" W
2638.70'

S 89°50'47" E
2633.87'

N 89°50'09" W
583.71'

Russell

Replace

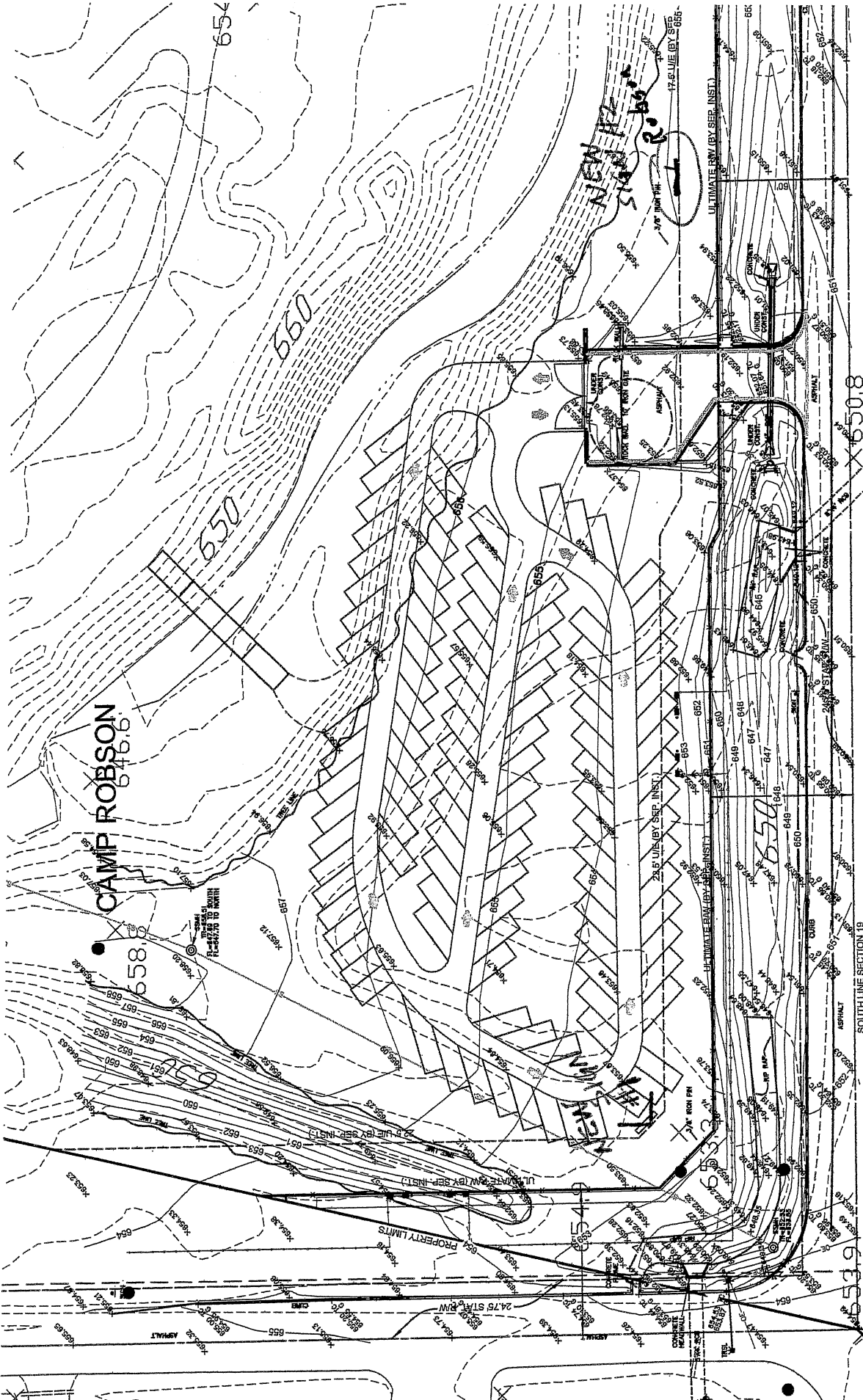
Each well to be C&I & removed. Payment included to appropriate emergency funding.

POOD

AREA UNDER CONSTRUCTION

AREA UNDER CONSTRUCTION

Plot



CAMP ROBSON
646.6

NEW HILL

SOUTH LINE SECTION 19

ST. CORNER
ION 19

X 650.8

X 653.9



Application Number _____

Date Approved _____ By _____

Project Name JACK GRAVES SCOUT RESERVATION

Location Address 2800 E. NEW ORLEANS Zoning _____ County WAGONER

Subdivision _____ Lot _____ Block _____ Section _____ Township _____ Range _____

Permit Type

New Sign Replace Copy Removal

Existing Signs

Number of Business on Lot/Center: 1

Ground Wall 2 Projecting Digital Animated/Scrolling

Proposed Signs

Ground 1 Wall Projecting Digital Animated/Scrolling

Dimensions

Sign Face Height 5' Width 10' Total Square Feet 50

Setback from Street Center Line 65 ft

Sign Height Above Grade (to top of sign) 7 ft

Setback from Intersection Center Line 75 ft

Requirements

(3) Site plans must show property lines, building positions, all distances from structures to lot lines, utility easements and proposed sign location

See Manual of Fees for permit costs by size/type

Restrictions

-Signs are not permitted in the right-of-way.

-If proposed sign is to be located within a utility easement (U/E), all utility companies and the City must give prior approval.

-No ground signs within 35 feet from another ground sign

Authorization

I hereby certify that the proposed work is authorized by the owner of record.

Owner/Lessee INDIAN NATIONS COUNCIL, BSA Phone # 918-743-6125 Fax # 918-743-6049

Address 4295 S. GARNETT RD. City, State, Zip TULSA, OK 74146

Cell Phone # 918-406-9922 Email DWADLEY@OKSCOUTS.ORG

Owner Signature [Signature] Date 5/2/17

I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws and jurisdiction.

Applicant DON ATWOOD, DIRECTOR OF SUPPORT Phone # 918-798-5352 Fax # 918-392-1325

Address 4295 S. GARNETT RD. City, State, Zip TULSA, OK 74146

Cell Phone # 918-798-5352 Email DATWOOD@OKSCOUTS.ORG.

Applicant Signature Donald E. Atwood Date 5/1/17

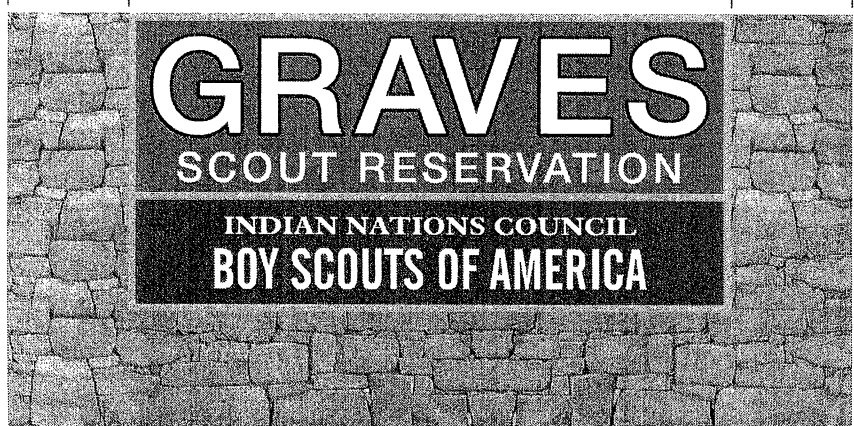
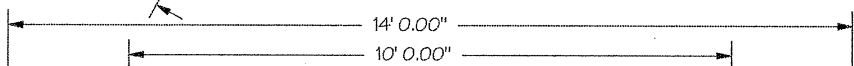
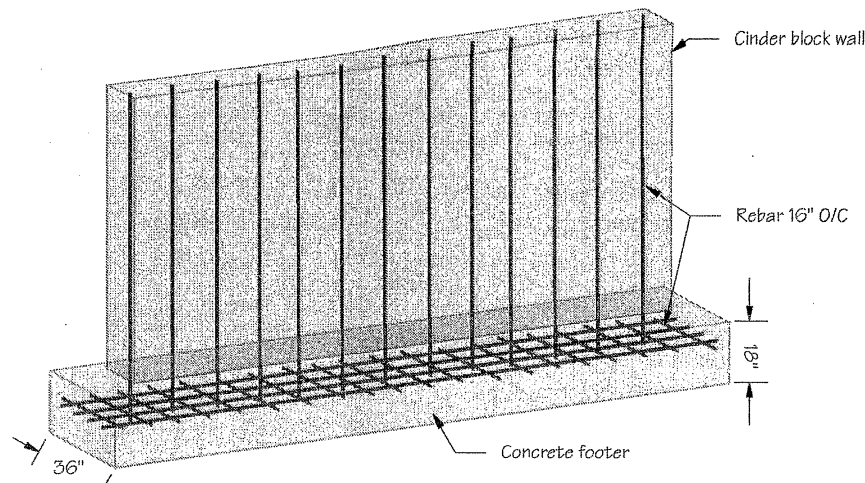
PLEASE CALL DON ATWOOD WHEN PERMIT IS READY FOR PICK UP Phone# 918-798-5352

Contractor Names-All contractors must registered with the City of Broken Arrow

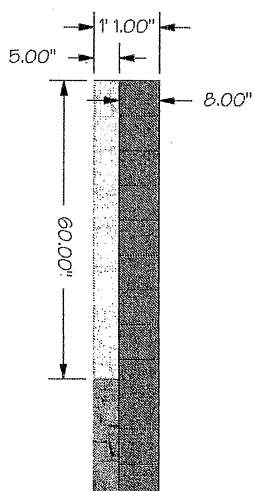
General Contractor WOZENCRAFT & ASSOCIATES Phone # 918-582-4813

Electrical ALLEN ELECTRIC CO., INC. Phone # 918-270-3000

Sign # 1

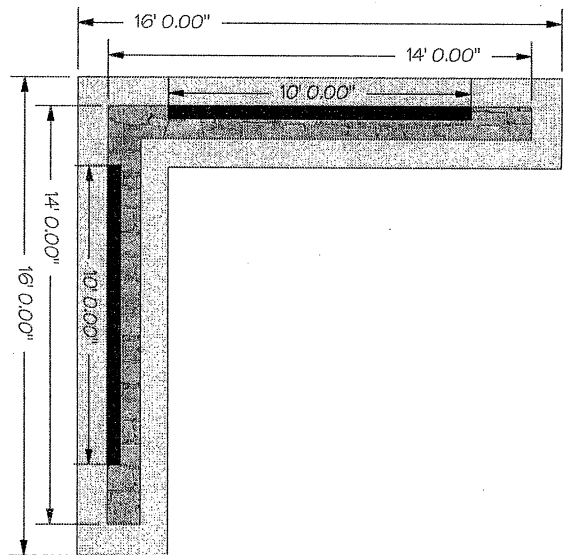


Front



Side

(Top View) Scale: 1/4" = 1'



<p>MISCELLANEOUS SCALE: 1/2" = 1'</p>	<p>Colors</p> <ul style="list-style-type: none"> Grey 60 Grey 80 Grey 50 White 	<p>BOY SCOUTS OF AMERICA INDIAN NATIONS COUNCIL</p>	<p>Signage = 50.0 sq.ft.</p>		<p>Quantity = 1</p>	
			<p>Client Approval</p>	<p>Landlord Approval</p>	<p>Sales Rep: JS</p>	<p>Location: 429B South Garnett Road Tulsa, OK 74146</p>
<p>1811 Elsey Drive Charleston, SC 29407 843-769-7446 phone www.lowcountrysigns.com</p>	<p><small>This drawing is the property of Lowcountry Signs. The undersigned agrees it shall not be reproduced, copied, or displayed in any other manner without express permission of Lowcountry Signs. Any other signs are representations only. They are similar to actual PMS colors.</small></p>		<p>Description: Illuminated Exterior Freestanding Sign</p>	<p>Job No.:</p>	<p>Scale: As Noted</p>	
			<p>Drawing No.: IEF5-1</p>			



PERMANENT SIGN APPLICATION FOR PLAN EXAMINATION

Application Number _____

Date Approved _____ By _____

Project Name JACK GRAVES SCOUT RESERVATION

Location Address 2800 E. NEW ORLEANS Zoning _____ County WAGONER

Subdivision _____ Lot _____ Block _____ Section _____ Township _____ Range _____

Permit Type <input checked="" type="checkbox"/> New Sign <input type="checkbox"/> Replace Copy <input type="checkbox"/> Removal	
Existing Signs Number of Business on Lot/Center: <u>1</u> <input type="checkbox"/> Ground <input checked="" type="checkbox"/> Wall <u>2</u> <input type="checkbox"/> Projecting <input type="checkbox"/> Digital <input type="checkbox"/> Animated/Scrolling	
Proposed Signs <input checked="" type="checkbox"/> Ground <input type="checkbox"/> Wall <input type="checkbox"/> Projecting <input type="checkbox"/> Digital <input type="checkbox"/> Animated/Scrolling	
Dimensions Sign Face Height <u>5'</u> Width <u>8'</u> Total Square Feet <u>40</u> Setback from Street Center Line <u>65</u> ft Sign Height Above Grade (to top of sign) <u>7</u> ft Setback from Intersection Center Line _____ ft	
Requirements (3) Site plans must show property lines, building positions, all distances from structures to lot lines, utility easements and proposed sign location See Manual of Fees for permit costs by size/type	
Restrictions -Signs are not permitted in the right-of-way. -If proposed sign is to be located within a utility easement (U/E), all utility companies and the City must give prior approval. -No ground signs within 35 feet from another ground sign	
Authorization I hereby certify that the proposed work is authorized by the owner of record. Owner/Lessee <u>INDIAN NATIONS COUNCIL, BSA</u> Phone # <u>918-743-6125</u> Fax # <u>918-743-6049</u> Address <u>4295 S. GARNETT RD.</u> City, State, Zip <u>TULSA, OK 74146</u> Cell Phone # <u>918-406-9922</u> Email <u>DWADLEY@OKSCOUTS.ORG</u> Owner Signature <u>[Signature]</u> Date <u>5-2-17</u>	
I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws and jurisdiction. Applicant <u>DON ATWOOD, DIRECTOR OF SUPPORT</u> Phone # <u>918-392-1225</u> Fax # <u>918-392-1325</u> Address <u>4295 S. GARNETT RD.</u> City, State, Zip <u>TULSA, OK 74146</u> Cell Phone # <u>918-798-5352</u> Email <u>DATWOOD@OKSCOUTS.ORG</u> Applicant Signature <u>Donald E. Atwood</u> Date <u>5/1/17</u> PLEASE CALL <u>DON ATWOOD</u> WHEN PERMIT IS READY FOR PICK UP Phone# <u>918-798-5352</u>	
Contractor Names-All contractors must registered with the City of Broken Arrow General Contractor <u>WOZENCRAFT & ASSOCIATES</u> Phone # <u>918-582-4813</u> Electrical <u>ALLEN ELECTRIC CO., INC.</u> Phone # <u>918-270-3000</u>	

Application Number _____

Date Approved _____ By _____

Project Name JACK GRAVES SCOUT RESERVATION

Location Address 2800 E. NEW ORLEANS Zoning _____ County WAGONER

Subdivision _____ Lot _____ Block _____ Section _____ Township _____ Range _____

Permit Type
 New Sign Replace Copy Removal

Existing Signs
 Number of Business on Lot/Center: 1
 Ground Wall 2 Projecting Digital Animated/Scrolling

Proposed Signs
 Ground Wall Projecting Digital Animated/Scrolling

Dimensions
 Sign Face Height 5' Width 8' Total Square Feet 40 Setback from Street Center Line 65 ft
 Sign Height Above Grade (to top of sign) 7 ft Setback from Intersection Center Line _____ ft

Requirements
 (3) Site plans must show property lines, building positions, all distances from structures to lot lines, utility easements and proposed sign location
 See Manual of Fees for permit costs by size/type

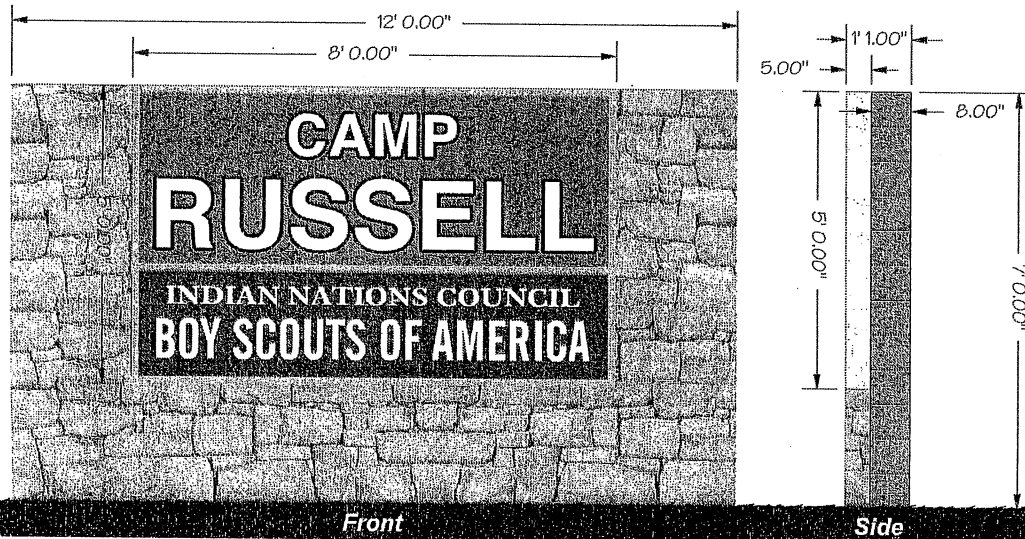
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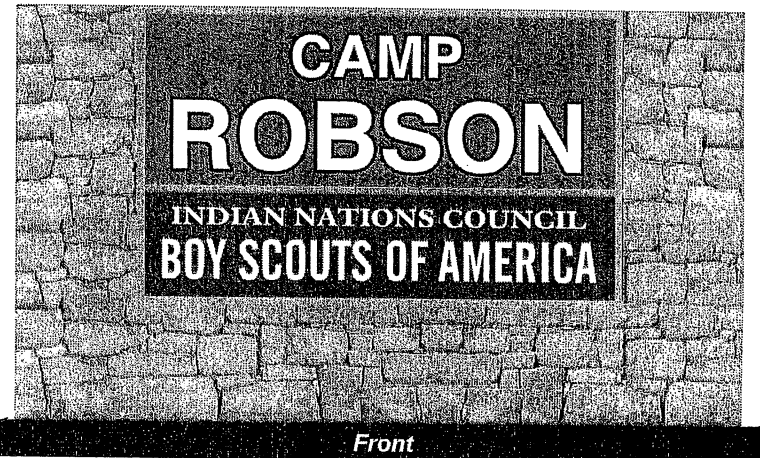
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Contractor Names-All contractors must registered with the City of Broken Arrow
 General Contractor WOZENCRAFT & ASSOCIATES Phone # 918-582-4813
 Electrical ALLEN ELECTRIC CO., INC. Phone # 918-270-3000

SIGN # 3



SIGN # 2



(Top View) Scale: 1/4" = 1'




MISCELLANEOUS
SCALE: 1/2" = 1'

Lowcountry SIGNS

1811 Elsey Drive
Charleston, SC 29407
843-769-7446 phone
www.lowcountrysigns.com

This drawing is the property of Lowcountry Signs. The customer agrees to hold and be responsible, copied or dispersed in any way or in any form, without the written consent of Lowcountry Signs. Any colors shown are approximate only. They are subject to actual production.

Colors

-  Grey 60
-  Grey 80
-  Grey 50
-  White

Client Approval _____

Landlord Approval _____



Signage		Quantity	
= 45.0 sq.ft.		= 2 total	
Sales Rep:	Location:	Drawn By:	Date:
JS	4295 South Garnett Road Tulea, OK 74146	TRR	03/23/17
Description:		Job No.:	Scale:
Illuminated Exterior Freestanding Sign			As Noted
		Drawing No.:	
			IEFG-2



PERMANENT SIGN APPLICATION FOR PLAN EXAMINATION

Application Number _____

Date Approved _____ By _____

Project Name JACK GRAVES SCOUT RESERVATION

Location Address 2800 E. NEW ORLEANS Zoning _____ County WAGONER

Subdivision _____ Lot _____ Block _____ Section _____ Township _____ Range _____

Permit Type

New Sign Replace Copy Removal

Existing Signs

Number of Business on Lot/Center: 1

Ground Wall 2 Projecting Digital Animated/Scrolling

Proposed Signs

Ground 1 Wall Projecting Digital Animated/Scrolling

Dimensions

Sign Face Height 5 Width 8' Total Square Feet 40

Setback from Street Center Line 65 ft

Sign Height Above Grade (to top of sign) 7 ft

Setback from Intersection Center Line _____ ft

Requirements

(3) Site plans must show property lines, building positions, all distances from structures to lot lines, utility easements and proposed sign location

See Manual of Fees for permit costs by size/type

Restrictions

-Signs are not permitted in the right-of-way.

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Address 4295 S. GARNETT RD. City, State, Zip TULSA, OK 74146

Cell Phone # 918-406-9922 Email DWADLEY@OKSCOUTS.ORG

Owner Signature [Signature] Date 5-2-17

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Applicant Signature Donald E. Atwood Date 5/1/17

PLEASE CALL DON ATWOOD WHEN PERMIT IS READY FOR PICK UP Phone # 918-798-5352

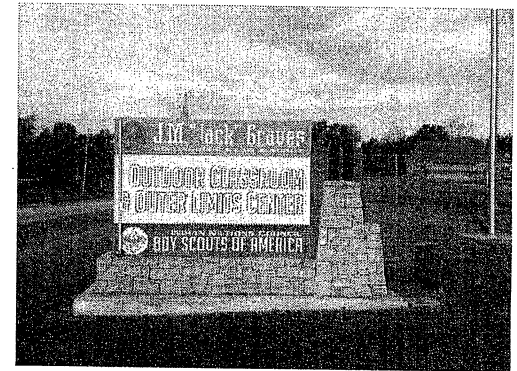
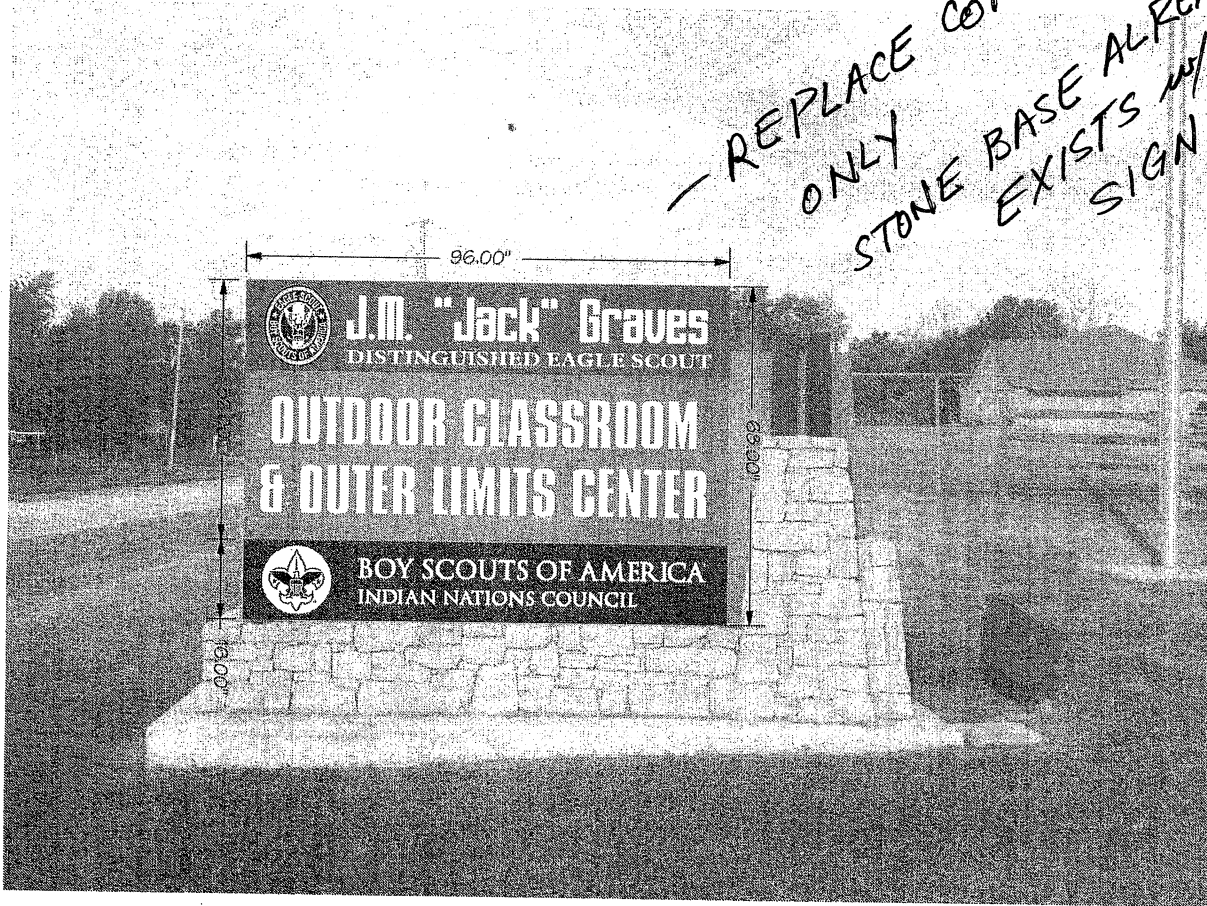
Contractor Names-All contractors must registered with the City of Broken Arrow

General Contractor WOZENCRAFT & ASSOCIATES Phone # 918-582-4813

Electrical ALLEN ELECTRIC Co., INC. Phone # 918-270-3000

SIGN #4

REPLACE COPY
 ONLY STONE BASE ALREADY
 EXISTS w/ CURRENT
 SIGN



M MISCELLANEOUS SCALE: 1/2" = 1'		Colors		Signage		Quantity	
<p>1811 Elsey Drive Charleston, SC 29407 843-769-7446 phone www.lowcountrysigns.com</p> <p><small>This drawing is the property of Lowcountry Signs. The undersigned agrees to hold not be responsible, signed or otherwise for use by or on behalf, nor used for any other purpose without express permission of Lowcountry Signs. All rights reserved. This drawing is intended for informational purposes only. They are subject to actual PMS colors.</small></p>		Grey 60 Grey 80		Grey 50 White		= 45.33 sq.ft. = 1	
		Client Approval _____ Landlord Approval _____				Sales Rep: JS Location: 4295 South Garnett Road Tulsa, OK 74146 Description: Illuminated Exterior Freestanding Sign	



August 9, 2010

Wally O. Wozencraft, AIA, PE
Wozencraft and Associates, PLLC
1619 South Boston
Tulsa, OK 74119

Re: ST10-109 -- Request for sidewalk waiver
Jack Graves Center at Camp Russell

Dear Wally:

Your request for a sidewalk waiver on the Jack Graves Center at Camp Russell was reviewed and approved by the Broken Arrow City Council in their meeting of August 3, 2010. The City Council directed that a minimum five-foot wide sidewalk be constructed from the east property line adjoining NSU, to the east side of the entry drive from New Orleans Street, which is approximately 1,000 feet. The construction of this sidewalk can be deferred to a future construction phase, but shall be completed no later than December 2012.

The action taken by the City Council will be recorded in the minutes of the meeting held by the City Council on August 3, 2010. If you have any questions, please contact me.

Sincerely,

Farhad K. Daroga
City Planner

cc: Boy Scouts of America, Inc.

FKD/js

improved their driveways to accommodate two to five cars. She also said that many residents have expressed a desire to put in a new driveway or a new mobile home, but are hesitant to make an investment in their property due to the situation in which the City has put Camino Villa. Regarding the tax and title problems, Ms. Weber said they couldn't do anything about that, and wondered why that issue wasn't researched more before the City annexed Camino Villa. Ms. Weber said she was most concerned, however, about the Council's statement that they would like to continue efforts to resolve various code issues. She informed the Council that Camino Villa has volunteers that have worked tirelessly in this area. She noted that violations have decreased, adding that she questions the number of violations reported for 2009 because Camino Villa specifically reported at least 100 of those violations to the City in December 2009 in order to get their help. Ms. Weber also described the Staff's listing of the number of properties in violation as ambiguous. She told the Council that they would be receiving a copy of a DVD she delivered to Ms. Wilkening's office of the 300 lots in the Park, showing improvements. Ms. Weber said although they were asked to provide a wish list to City staff for help in improvements of the Park, the City either denied these requests or said they were not feasible. She said the only thing the City helped them with was the code situation, which they really appreciated, although it now appears to be held against them. Ms. Weber urged the Council to remove the blight and work with them as the Broken Arrow Development Authority directed, adding that the blight can be reinstated at a later time if the Council feels they have not been successful.

Ronald Cates, attorney for Camino Villa, addressed the Council next. He said that Resolution 500 resulted in Camino Villa being stigmatized. He described the Camino Villa residents as united, active, and committed, citing the 172 in-home interviews by Pinnacle as an example. Mr. Cates submitted to the City that there are no adverse consequences in removing the blight. He added that the code violations are being addressed, and the "arrested economic development" is nebulous, unimportant, and pervasive among many neighborhoods in Broken Arrow. Mr. Cates said they embrace a City ordinance for mobile home parks and will work with the City to that end. He urged the Council to remove the blight, stating that it's the right thing to do and now is the right time to do it.

Councilor McCaleb addressed Mr. Cates, stating that although he has noticed a vast improvement in Camino Villa over the last 30 months, there are still some areas that need help. He asked Mr. Cates if the proposed solution of a mobile home ordinance was agreeable, and Mr. Cates answered that they welcome such an ordinance and are willing to participate in any way helpful to the City. City attorney Ms. Wilkening stated that Camino Villa has been provided with a copy of the proposed ordinance, and said the Legal Department considered other city's mobile home ordinances and consulted with Ms. Weber and the Camino Villa Homeowner's Association in drafting that proposal. She said the Legal Department is now waiting for input from Camino Villa before bringing the ordinance before the Council. Councilor McCaleb stated that he looks forward to working with Camino Villa to continue the progress that has been made, stating that a mobile home ordinance will not only improve the appearance of the Park but will also boost property values. Ms. Wilkening informed the Council that Mr. Cates had submitted a Power Point presentation that was waived, but the information would be available in the Council packet.

City Manager Dave Wooden then addressed the Council, stating that the staff has reviewed the position presented by Camino Villa residents and sees no adverse impacts to removing the blight. He added that if the Council chooses to do so, the City does need a continued emphasis on the completion of a mobile home ordinance as well as a commitment from The Camino Villa Homeowners' Association to work with Code Enforcement on those issues that still need to be addressed.

Councilor McCaleb asked Dave Wooden if the code violations were committed by a small number of owners, as suggested by the property owners who addressed the Council. Mr. Wooden answered that he didn't know the precise number, but believes it to be small. He added verifying lot ownership through Wagoner County is a lengthy process. Ms. Wilkening added that, at the request of the Homeowners' Association, the City Attorney's office prosecuted the greatest violators in Municipal Court and received some favorable outcomes. She described this action as a proactive response on the City's part in response to a request from Mr. Cates.

Mayor Lester commented that he and Councilor Carter viewed the neighborhood last night and noted a significant change from many months ago. He also commended the City and the Homeowners' Association for working together for the common good.

Councilor Carter agreed with Mayor Lester and said it has been a moving experience for him to work with the Homeowners' Association over the past several years, to see so many people pitching in to improve their own community. Noting that there is still some room for improvement, he said the Park is on its way.

Motion:	Move to remove the blight designation on Camino Villa with the stipulation that the Camino Villa Homeowners' Association and the City staff continue to work toward the cleanup of those areas within the community, development of ordinances pertaining to mobile home parks, and to enforce code enforcement where necessary
Motion by:	Richard Carter
Second by:	Jill Norman
Ayes:	Jill Norman, Wade McCaleb, Richard Carter, Mike Lester
Nays:	None

Mayor Lester called for a short recess to allow those who wanted to leave to do so.

- B. **Consideration of and possible action on a request to waive sidewalk along New Orleans Street (101st Street), approximately one-half mile east of 23rd Street (County Line Road/193rd E. Avenue), Camp Russell**

Item Minutes: City Manager Dave Wooden stated the factual information as contained in the Fact Sheet provided in the agenda packet. He said the Boy Scouts plan to begin construction soon on a trail in front of their property, and have been working with the City and the Parks Directors to integrate their trail with the City's trail system. Mr. Wooden stated the City's recommendation that instead of the waiver, the Boy Scouts construct a five-foot sidewalk from their east property line to their first driveway, a distance of about 1000 feet, allowing the City to connect this new trail with the Northeastern State University's trail system. He also stated that the sidewalk construction can be deferred until December of 2012.

Mayor Lester asked if the code requirement was for a five-foot or four-foot sidewalk. Mr. Wooden confirmed that it was five-foot. Councilor Carter asked what the approximate per-foot cost of a sidewalk that size would be. Mr. Wooden answered that the cost was about 27 dollars a yard. Councilor Norman asked about the reason the Boy Scouts requested a waiver, and Mr. Wooden answered that since Northeastern State University originally didn't have a sidewalk, the Boy Scouts felt their sidewalk wouldn't tie into anything. But now that Northeastern State University will be building a sidewalk, the City wanted the sidewalks to be connected.

Mayor Lester reminded the Council of how Liberty Church at 75th and Garnett originally built a sidewalk that didn't connect to any other sidewalk, but now it does connect to other sidewalks. Mr. Wooden noted that a representative of the Boy Scouts did not appear to be present, and further noted that the Boy Scouts were informed of what the City was going to recommend.

Mayor Lester asked City Attorney Beth Anne Wilkening if a motion to deny the Boy Scouts' request for a waiver was necessary, and she answered that it was not.

Motion:	Move to accept staff recommendation that a minimum five-foot wide sidewalk be constructed from the east property line adjoining Northeastern State University to the east side of the entry drive from New Orleans Street, which is approximately 1,000 feet. The construction of this sidewalk can be deferred to a future construction phase, but shall be completed no later than December 2012
Motion by:	Wade McCaleb
Second by:	Richard Carter
Ayes:	Jill Norman, Wade McCaleb, Richard Carter, Mike Lester
Nays:	None

C. Consideration and possible approval of the Fiscal Year 2010-11 labor agreement between the Communication Workers of America District 6 and the City of Broken Arrow

Item Minutes: Mr. Wooden noted that Human Resources Director Russell Gale, who negotiated with the Communication Workers of America District 6 Bargaining Team, was unable to be in attendance. He then stated the factual information as contained in the Fact Sheet provided in the agenda packet. Mr. Wooden also recognized the Communication Workers of America District 6 for being very conscientious and responsible in their approach to negotiations this year, taking into account the financial position of the City and the economy while still negotiating a contract that protected their members.

Mayor Lester reiterated Mr. Wooden's appreciation for the Communication Workers of America District 6, expressing gratitude for their efforts to work with the City during these difficult times.

Councilor Carter expressed his appreciation to the Communication Workers of America District 6 as well, thanking them for understanding the City's situation and being fair-minded.

Motion:	Move to approve and authorize execution of the Fiscal Year 2010-11 labor agreement between the Communication Workers of America District 6 and the City of Broken Arrow
Motion by:	Richard Carter
Second by:	Wade McCaleb
Ayes:	Jill Norman, Wade McCaleb, Richard Carter, Mike Lester
Nays:	None

D. Consideration, possible approval of and authorization to execute Community Development Block Grant (CDBG) Fiscal Year 2010 Social Services allocation recommendation

Item Minutes: City Manager Dave Wooden stated the factual information as contained in the Fact Sheet provided in the agenda packet, adding that this amount provides the receiving groups with the maximum that City can provide at this time.

Motion:	Move to approve the Community Development Block Grant (CDBG) Fiscal Year 2010 Social Services allocation recommendation
Motion by:	Jill Norman
Second by:	Richard Carter
Ayes:	Jill Norman, Wade McCaleb, Richard Carter, Mike Lester
Nays:	None

E. Consideration and possible approval of a Resolution 658, a Resolution authorizing the City Attorney to confess judgment without admitting liability in the District Court of Tulsa County, Okon C. Udoumoh v. City of Broken Arrow, Case Number CJ-2010-04294 and directing the City Attorney to prepare and file the necessary documents to effectuate settlement including a Journal Entry incorporating this Resolution for the Court's approval pursuant to 51 O.S. § 158

Item Minutes: City Attorney Beth Anne Wilkening stated the factual information as contained in the Fact Sheet provided in the agenda packet.

Motion:	Move to approve and authorize execution of Resolution Number 658
Motion by:	Richard Carter
Second by:	Jill Norman
Ayes:	Jill Norman, Wade McCaleb, Richard Carter, Mike Lester
Nays:	None



INDIAN NATIONS COUNCIL
BOY SCOUTS OF AMERICA*

October 31, 2012

Farhad Daroga, City Planner
City of Broken Arrow
P.O. Box 610
Broken Arrow, OK 74013

Re ST10-109- Request for sidewalk waiver
Jack Graves Center at Camp Russell


Dear Mr. Daroga,

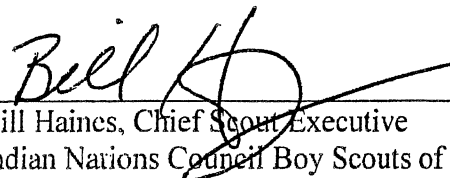
Recent discussions with the Broken Arrow Planning Department have indicated that a modification to an earlier requirement for a sidewalk at the Jack Graves Center, 2800 E. New Orleans, Broken Arrow as stated in your letter dated August 9, 2010 is desired.

The Indian Nation Council of Boy Scouts of America agrees to build a sidewalk from the east property line adjacent to the Northeastern State University to the main entrance gate of the Jack Graves Center, a distance of approximately 981'-0". The construction of the sidewalk will be deferred to a future construction phase, but shall be completed no later than December of 2017. The Indian Nations Council further agrees to construct the sidewalk anytime during the 5 year period if the City of Broken Arrow desires and gives the Indian Nations Council, Boy Scouts proper advanced notice.

It is also understood that additional consideration will be given, at that time, to extending the sidewalk approximately 2200' from the main entrance to the Jack Graves Center to the Indian Nations Council's southwestern property corner at or near the intersection of New Orleans Street and County Line Road depending on construction activity within the Camp Russell and Camp Robson areas at that time.

We would appreciate your agreement with the above stated modifications to our previous agreement.


Nov. 5, 2012
Farhad Daroga, City Planner
City of Broken Arrow

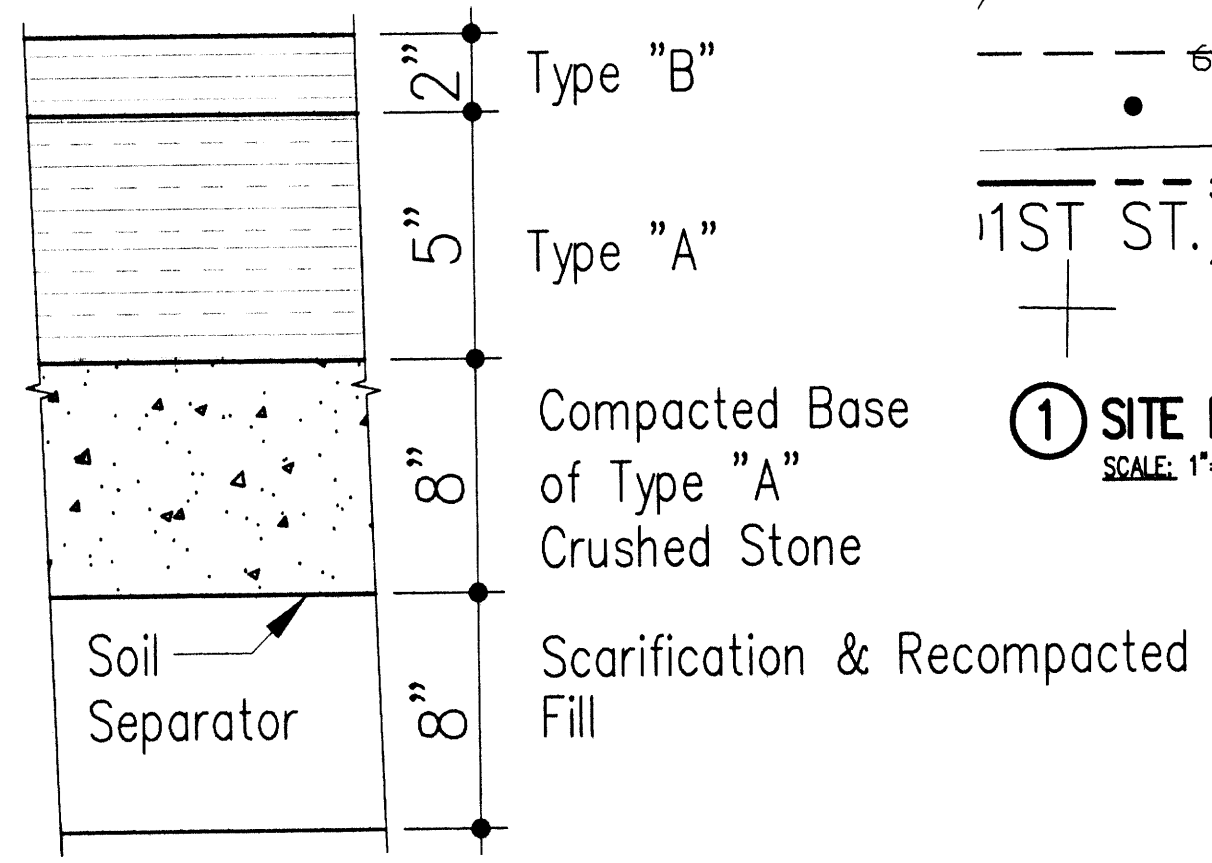
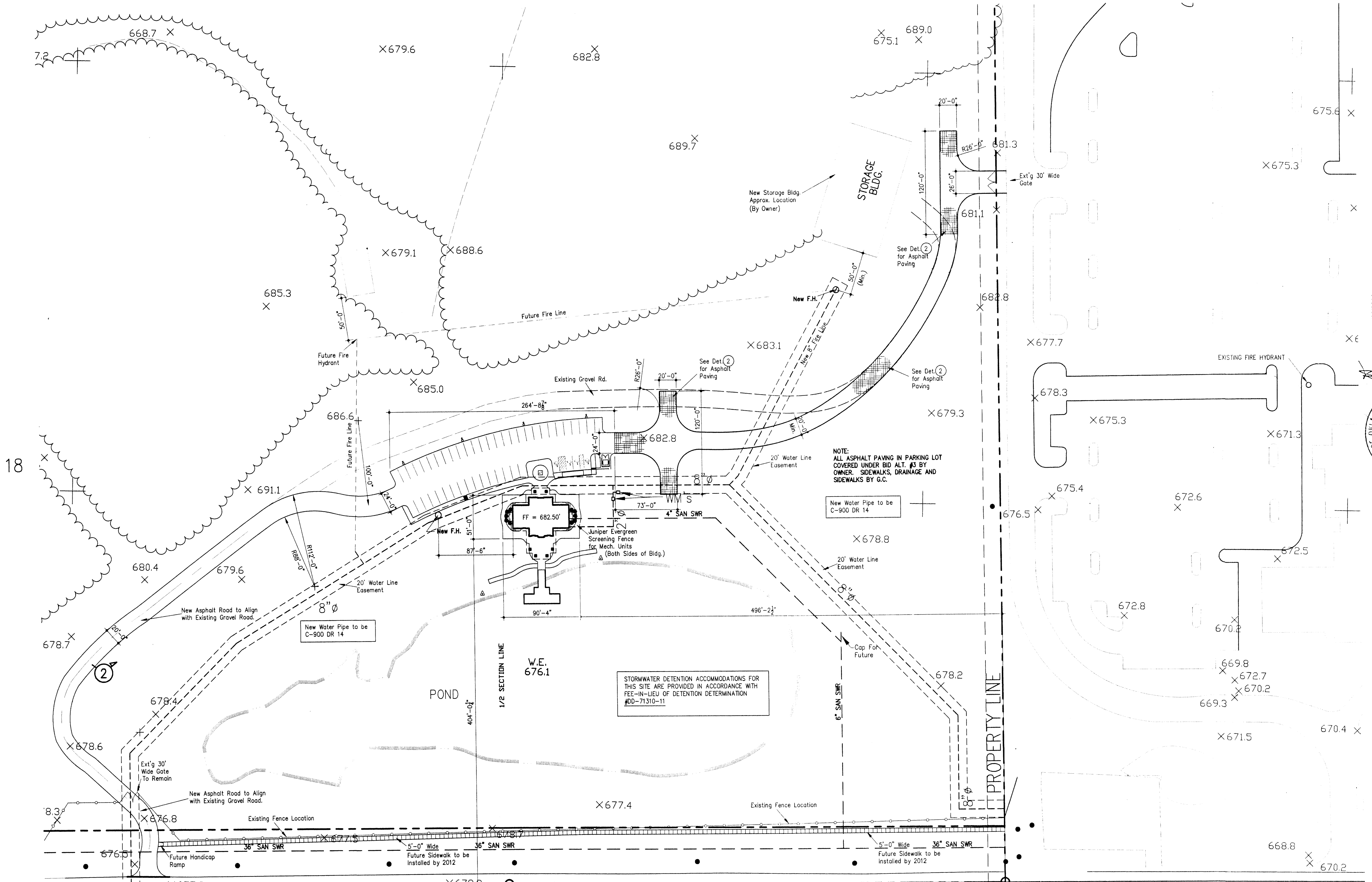

Bill Haines, Chief Scout Executive
Indian Nations Council Boy Scouts of
America

4295 South Garnett Road
Tulsa, Oklahoma 74146 • Wally Wozencraft

Office: (918) 743-6125
Fax: (918) 743-6049
www.okscouts.org

Prepared. For Life.™





② ASPH. PAVEMENT SECT.
SCALE: N.T.S.

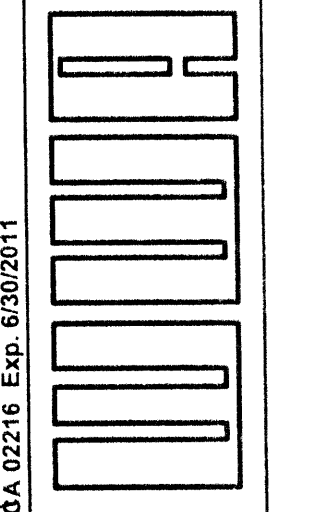
① SITE PLAN
SCALE: 1"=60'-0"

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-71310-11

NOTE: ALL ASPHALT PAVING IN PARKING LOT COVERED UNDER BID ALT. #3 BY OWNER. SIDEWALKS, DRAINAGE AND SIDEWALKS BY G.C.

Case # ST10-109
Dev. # 10-106

WOZENCRAFT AND ASSOCIATES, PLLC
ARCHITECTS AND ENGINEERS
1618 S BOSTON AV., TULSA, OK, 74119
e-mail: woa.assoc@tulsa.com



THE JACK GRAVES CENTER
AT THE JACK GRAVES SCOUT RESERVATION
2800 East New Orleans, Broken Arrow, Oklahoma
SHEET CHECKED: WOV
TITLE: OVERALL SITE PLAN

DATE	REVISIONS
MAY 15, 2010	
2010-13	
TAW	
WOV	
FILE	

RECEIVED
AUG 19 2010

City of Broken Arrow
Development Services Department
Planning Review
Stormwater Review
Fire Marshal Review
JULIAN WOOD 15 2010
KASCHUL 9/17/10

A1
REV. 1
OF 15

DEED OF DEDICATION 7

19-18-15

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, INDIAN NATIONS COUNCIL, INC., BOY SCOUTS OF AMERICA, an Oklahoma Corporation, Successor Trustee to Marvin Tucker, Trustee for Boy Scouts of America, Broken Arrow, Oklahoma, Troop 104, also know as Camp Russell Trust created by Russell Kelce by Special Warranty Deeds dated February 7, 1944, recorded in Book 232 at age 514 and dated November 24, 1945, recorded in Book 238 at page 316, in the Office of the county clerk of Wagoner County, Oklahoma the owner(s) of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, WAGONER County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby dedicate to the public, forever, the following described property, to wit:

THE NORTH 25.25 FEET OF THE SOUTH 50 FEET OF THE SW 1/4, LESS THE WEST 24.75 FEET; AND THE NORTH 25.25 FEET OF THE SOUTH 50 FEET OF THE W/2, SW 1/4, SE 1/4, AND THE EAST 375.45 FEET OF THE WEST 400.20 FEET OF THE NORTH 10 FEET OF THE SOUTH 60 FEET OF SECTION 19, T-18-N, R-15-E WAGONER COUNTY, OKLAHOMA, AND A TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF SECTION 19, T-18-N, R-15-E, WAGONER COUNTY, OKLAHOMA; THENCE N 00°57'45" E ALONG THE SECTION LINE A DISTANCE OF 59.92 FEET; THENCE S 89°02'15" E A DISTANCE OF 24.75 FEET TO THE POINT OF BEGINNING; THENCE N 00°57'45" E A DISTANCE OF 36.09 FEET; THENCE N 15°25'05" E A DISTANCE OF 141.21 FEET; THENCE S 00°57'45" W A DISTANCE OF 172.94 FEET; THENCE N 88°50'56" W AND PARALLEL TO THE SOUTH SECTION LINE OF SAID SECTION 19 A DISTANCE OF 35.25 FEET TO THE POINT OF BEGINNING, CONTAINING 2.04 ACRES MORE OR LESS.

for the purpose of permitting the City to construct THE WIDENING OF NEW ORLEANS AVE., thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; and to use and maintain the same, and of affording the City, its officers, agents, employees, and/or all persons under contract with it, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, constructing, operating, repairing and maintaining of such construction.

TO HAVE TO HOLD such described right of way unto the City, its successors or assigns, forever.

DATED this 18th day of APRIL, 2001.

[Signature]
PRESIDENT INDIAN NATIONS Council
[Signature]



STATE OF OKLAHOMA)
COUNTY OF TUSA)

Before me, the undersigned, a Notary Public within and for said County and State, on this 18th day of APRIL, 2001 personally appeared KENT CARAWAY to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

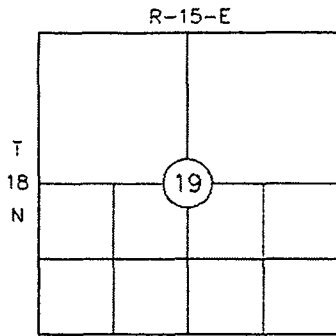
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires: 12-16-03
[Signature]
Notary Public

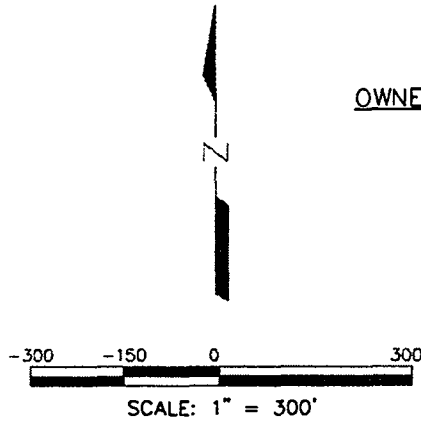
APPROVED AS TO FORM: *[Signature]* 4/20/01 City Attorney
APPROVED AS TO SUBSTANCE: *[Signature]* City Manager

Engineer *[Signature]* Checked 4-23-01 Project: NEW ORLEANS #23rd STREET Widening

CITY OF BROKEN ARROW
P.O. BOX 15
BROKEN ARROW, OK 74015

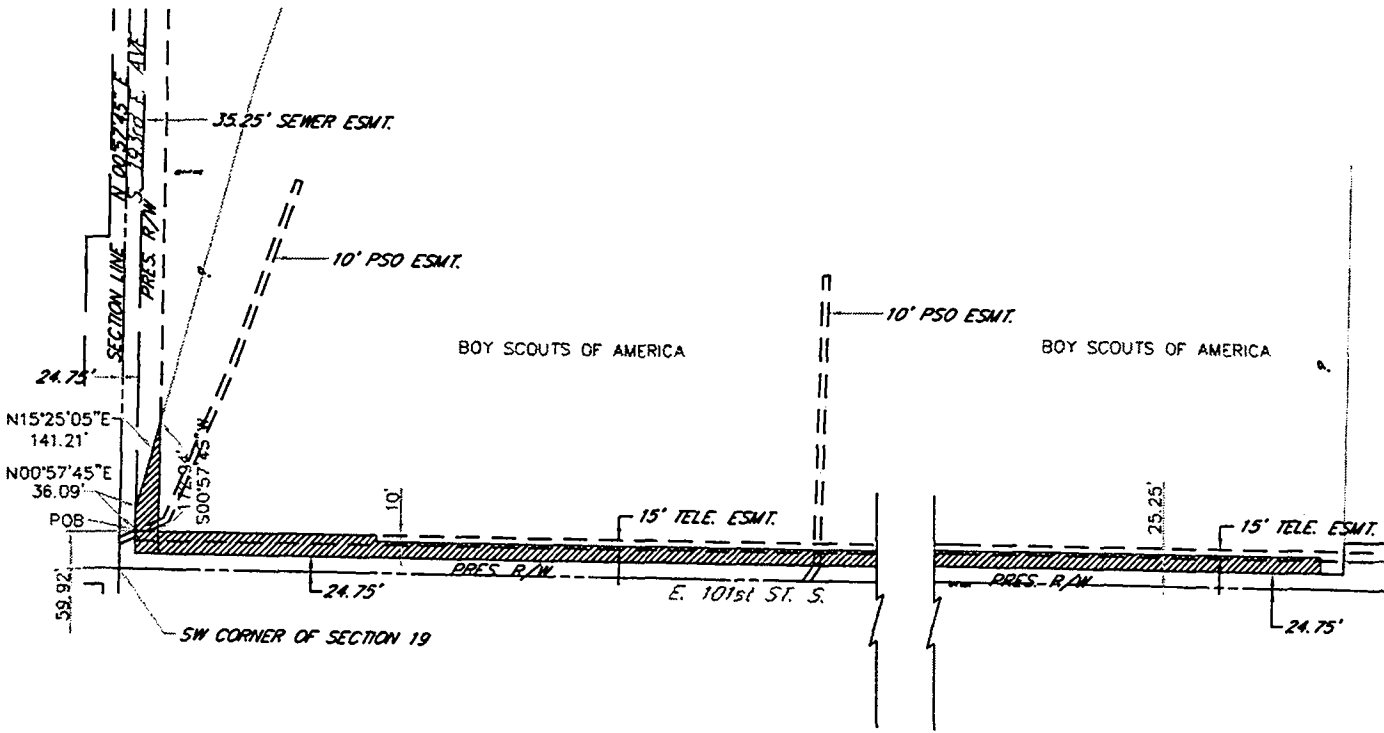


LOCATION MAP



OWNER: BOY SCOUTS OF AMERICA
 3206 S. PEORIA
 TULSA, OK 74105

City of Broken Arrow
 P. O. Box 610
 Broken Arrow, OK 74013



LEGAL DESCRIPTION FOR PERMANENT RIGHT OF WAY

THE NORTH 25.25 FEET OF THE SOUTH 50 FEET OF THE SW 1/4. LESS THE WEST 24.75 FEET; AND THE NORTH 25.25 FEET OF THE SOUTH 50 FEET OF THE WEST 583.13 FEET OF THE W/2, SW 1/4, SE 1/4, AND THE EAST 375.45 FEET OF THE WEST 400.20 FEET OF THE NORTH 10 FEET OF THE SOUTH 60 FEET OF SECTION 19, T-18-N, R-15-E WAGONER COUNTY, OKLAHOMA, AND A TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF SECTION 19, T-18-N, R-15-E, WAGONER COUNTY, OKLAHOMA; THENCE N 00°57'45" E ALONG THE SECTION LINE A DISTANCE OF 59.92 FEET; THENCE S 89°02'15" E A DISTANCE OF 24.75 FEET TO THE POINT OF BEGINNING; THENCE N 00°57'45" E A DISTANCE OF 36.09 FEET; THENCE N 15°25'05" E A DISTANCE OF 141.21 FEET; THENCE S 00°57'45" W A DISTANCE OF 172.94 FEET; THENCE N 88°50'56" W AND PARALLEL TO THE SOUTH SECTION LINE OF SAID SECTION 19 A DISTANCE OF 35.25 FEET TO THE POINT OF BEGINNING, CONTAINING 2.02 ACRES MORE OR LESS.



Consulting Engineers/Construction Managers
 OKLAHOMA CA NO. 853
 EXPIRES 6/30/2001



2012-2087 Book: 1999 pg: 427
2/23/2012 12:48 PM pgs: 427 - 430
Fees: \$19.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

DEED OF DEDICATION CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Indian Nations Council, BSA by Bill Haines, its Scout Executive/CEO, the owner(s) of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Wagoner County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Broken Arrow, Oklahoma, a municipal corporation, the grantee, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby dedicate to the City of Broken Arrow for the benefit of the public, forever, the following described property, to wit:

SEE EXHIBITS A, B, and C

together with all the improvements thereon and appurtenances there-unto belonging.

TO HAVE AND TO HOLD such property unto the City of Broken Arrow, Oklahoma, a municipal corporation, grantee, its successors and assigns forever.

DATED this 1 day of FEBRUARY 2012.

Indian Nations Council, BSA
By Bill Haines
Bill Haines, Scout Executive / CEO

State of Oklahoma)
)ss.
County of Tulsa)

Before me, the undersigned Notary Public, in and for said County and State, on this 1ST day of February, 2012, personally appeared Bill Haines, known to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its (attorney-in-fact, president, vice-president, chairman or vice-chairman of the board of directors or mayor, as the case may be) and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission Expires: 11/5/15

Leann M. Stephens
Notary Public

Approved as to Form:

Kesli Myers 2-10-12
City Attorney

Approved as to Substance:

David Hood
City Manager

Engineer [Signature] checked: [Signature] 2-15-12
Project:

ATTEST:

Carolyn M. Kusler
(Seal) CITY CLERK 2/21/2012



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION LEGAL DESCRIPTION

A STRIP OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) AND THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE SOUTHEAST CORNER OF THE SW/4; THENCE SOUTH 88°51'57" WEST ALONG THE SOUTHERLY LINE OF SAID SW/4 FOR 2633.74 FEET TO THE SOUTHWEST CORNER OF SAID SW/4; THENCE NORTH 12°06'59" EAST FOR 279.55 FEET; THENCE SOUTH 01°19'44" EAST PARALLEL WITH THE WESTERLY LINE OF SAID SW/4 FOR 182.11 FEET; THENCE SOUTH 46°13'53" EAST FOR 35.42 FEET; THENCE NORTH 88°51'57" EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID SW/4 FOR 260.00 FEET; THENCE SOUTH 61°08'03" EAST FOR 10.00 FEET; THENCE NORTH 88°51'57" EAST PARALLEL WITH SAID SOUTHERLY LINE FOR 2275.08 FEET TO A POINT ON THE WESTERLY LINE OF THE SE/4; THENCE NORTH 88°52'32" EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID SE/4 FOR 583.51 FEET TO A POINT ON A SOUTHERLY EXTENSION OF THE WESTERLY LINE OF LOT 1, BLOCK 1, N.S.U. BROKEN ARROW CAMPUS, AN ADDITION TO WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 01°22'16" EAST ALONG SAID SOUTHERLY EXTENSION FOR 60.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SE/4; THENCE SOUTH 88°52'32" EAST ALONG SAID SOUTHERLY LINE FOR 583.54 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND.

SAID STRIP OF LAND CONTAINS 199,726 SQUARE FEET OR 4.585 ACRES, MORE OR LESS.

LEGAL DESCRIPTION CERTIFICATION

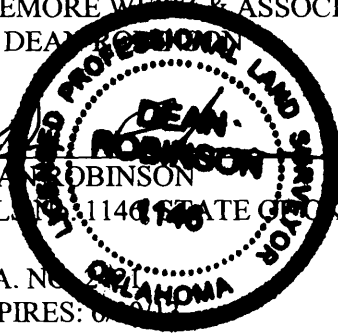
I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS AND IS A TRUE REPRESENTATION OF THE UTILITY EASEMENT AS DESCRIBED.

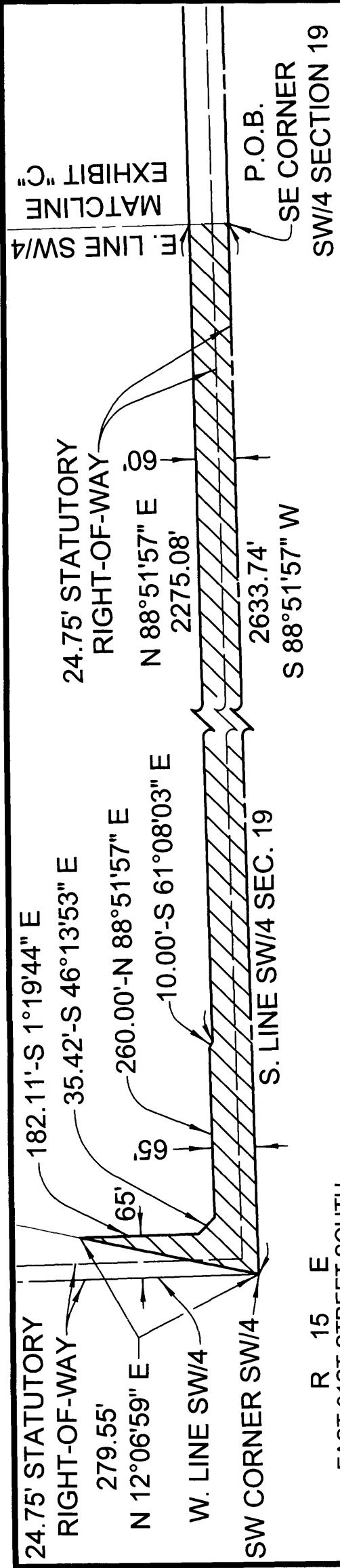
SISEMORE WEISZ & ASSOCIATES, INC.
BY DEAN ROBINSON

1-6-12
DATE


DEAN ROBINSON
RPLA 19-1146 STATE OF OKLAHOMA

C. A. N. [Signature]
EXPIRES: 6/30/17



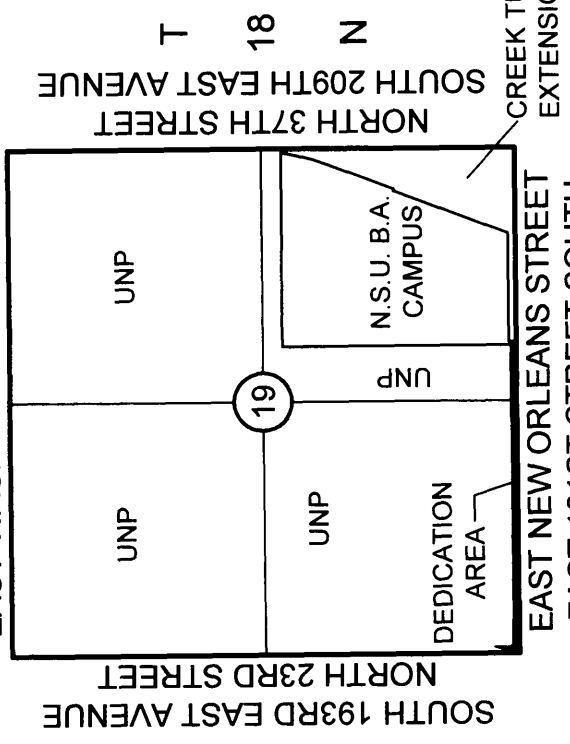
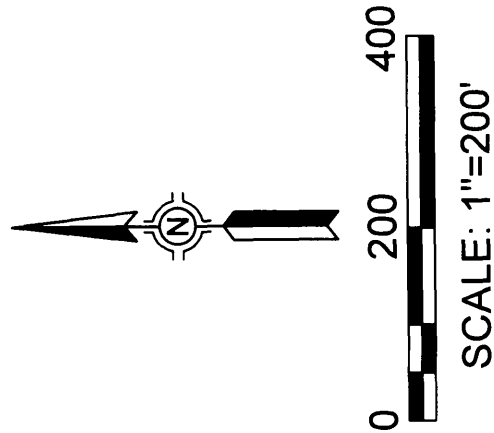


K:\16625.03\EXHIBITS\RW-EXHIBIT.DWG

Legend
 SEC. = SECTION
 P.O.B. = POINT OF BEGINNING
 = RIGHT-OF-WAY DEDICATION AREA

Right-of-Way Dedication Exhibit "B"

of
 PART OF THE S/2 OF SEC. 19, T-18-N, R-15-E
 WAGONER COUNTY, OKLAHOMA

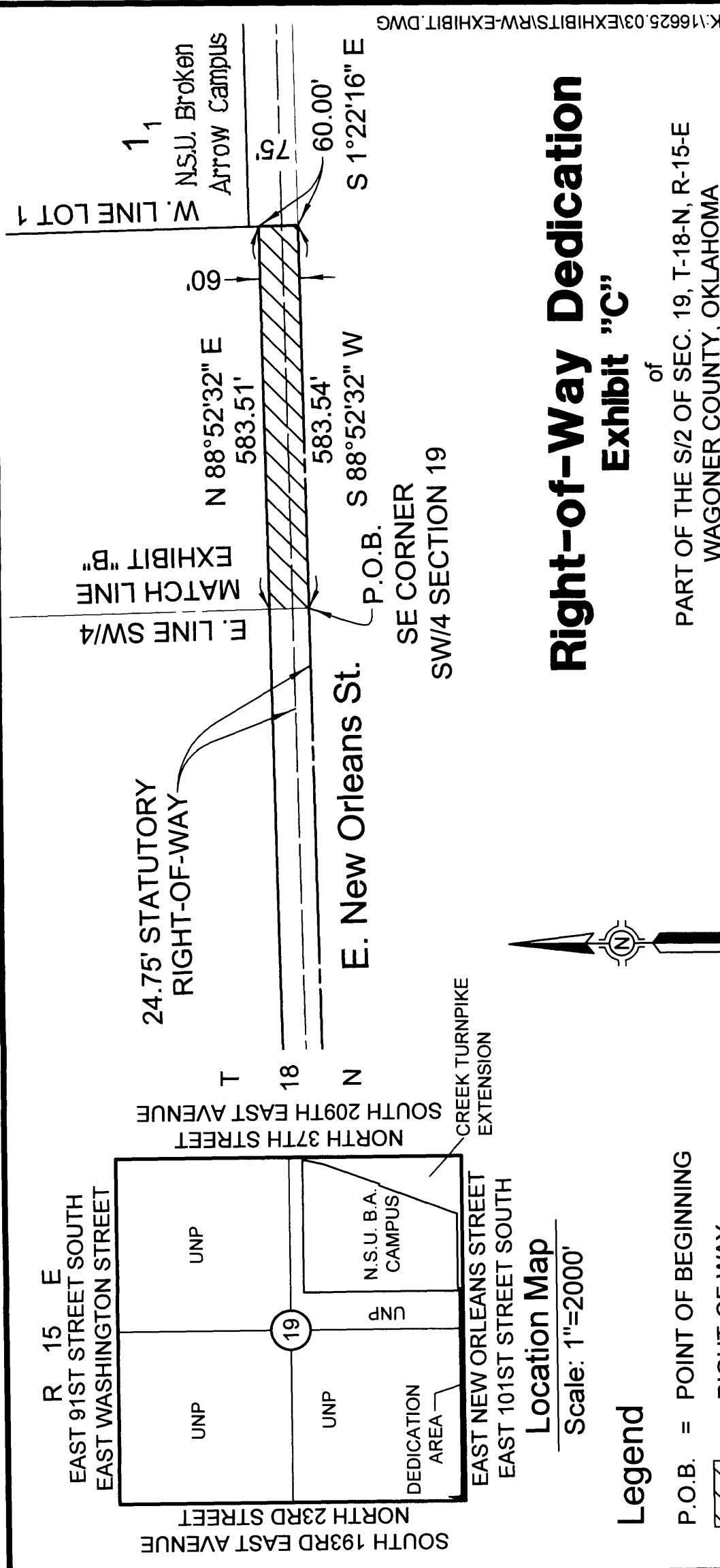


FILE: 1815.19
 WO#: 16625.03 DATE: 01/06/12

Location Map
 Scale: 1"=2000'



Sisemore Weisz & Associates, Inc.
 6111 EAST 32nd PLACE
 TULSA, OKLAHOMA 74195
 C.A. NO. 2421
 PHONE: (918) 865-3600
 FAX: (918) 865-8668
 EXP. DATE 6/30/13



K:\16625.03\EXHIBITS\RW-EXHIBIT.DWG

Right-of-Way Dedication Exhibit "C"

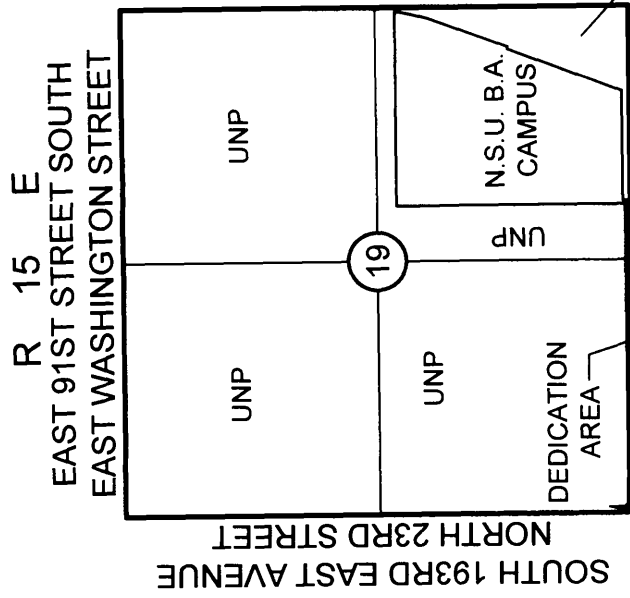
of
 PART OF THE S/2 OF SEC. 19, T-18-N, R-15-E
 WAGONER COUNTY, OKLAHOMA



Sisemore Weisz & Associates, Inc.
 6111 EAST 32nd PLACE
 TULSA, OKLAHOMA 74135
 C.A. NO. 2421
 PHONE: (918) 665-3600
 FAX: (918) 665-8668
 EXP. DATE 6/30/13



SCALE: 1"=200'

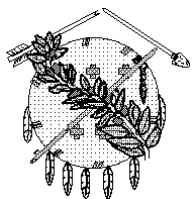


Location Map
 Scale: 1"=2000'

Legend

- P.O.B. = POINT OF BEGINNING
- = RIGHT-OF-WAY
- = DEDICATION AREA

FILE: 1815.19
 WO#: 16625.03 DATE: 01/06/12



City of Broken Arrow

Fact Sheet

File #: 17-2396, **Version:** 1

Broken Arrow Planning Commission

07-13-2017

To: Chairman and Commission Members
From: Development Services Department
Title: Public hearing, consideration, and possible action regarding SP-281 (Specific Use Permit), South B.A. Baptist Church, 7.50 acres, R-2, RM/SP-216, one-quarter mile north of Jasper Street, east of Elm Place

Background:

Applicant: Donna J. Emmons, Tehillah Concepts
Owner: South B.A. Baptist Church
Developer: N/A
Engineer: N/A
Location: One-quarter mile north of Jasper Street east of Elm Place
Size of Tract 7.50 acres
Number of Lots: 2
Present Zoning: R-2, RM/SP-216
Comp Plan: Level 3, Level 6

SP-281 is a request for a Specific Use Permit to modify the existing church sign at South B.A. Baptist Church and to add a new electronic sign. The property, which contains 7.50 acres.

South B.A. Baptist Church is located in residentially zoned districts. The Specific Use Permit for the church, SP-216, was approved by City Council on January 16, 2007. One of the parcels included in the project site was platted as Indian Springs Baptist Church Addition on November 16, 1981, and the other parcel was platted as Elm Center at Indian springs on February 5, 2007.

In accordance with the zoning ordinance, permanent freestanding signs, which function as on-premises advertising and are located on a lot used for institutional uses, including places of assembly, may be constructed in residential districts as long as they do not exceed 32-square-feet of display area and do not exceed 8-feet in height. Per Section 5.7.E.2 of the zoning ordinance, increases in display surface area and height may be requested through a PUD or Specific Use Permit. This section also allows the use of illumination, provided that it is made by constant light which does not exceed 70-foot candles as measured at a distance of 2-feet from the source of light.

The SP-281 is being requested to allow the sign to remove the upper portion of the existing monument sign and

to have an illuminated LED board on a monument style base. The applicant has stated that the overall sign dimensions are approximately 14-feet in height and 9.5-feet in width. The LED display portion of the new sign proposed by the applicant is approximately 4.2-feet in height and approximately 9.5-feet in width, with an estimated display area of 39.9-square-feet. The existing base of the sign includes approximately 22-square-feet of signage for a total sign area of 61.9-square-feet.

Surrounding land uses and zoning classifications include the following:

North:	A-R-1	Large lot single-family
East:	R-2	Residential Subdivision
South:	RM/SP-216	B.A. Baptist Church property
West:	R-3	Residential Subdivision

The property is not located in a 100-year floodplain area.

Places of assembly are permitted in any residential district with a Specific Use Permit by the zoning ordinance. Illuminated signs are permitted in residential districts, as part of an institutional use, such as a places of assembly, with a Specific Use Permit. SP-281 is therefore in accordance with the comprehensive plan and zoning ordinance.

Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff supports this request. However, the legal description provided by the applicant only included one of the parcels that is a part of SP-216 for South B.A. Baptist Church. As a result, the radius report only included those property owners within 300 feet of the north parcel. Additional time is needed to provide notice to property owners within 300 feet of the entire project site.

Attachments: Case map
Aerial photo
Conceptual site plan
Sign Details

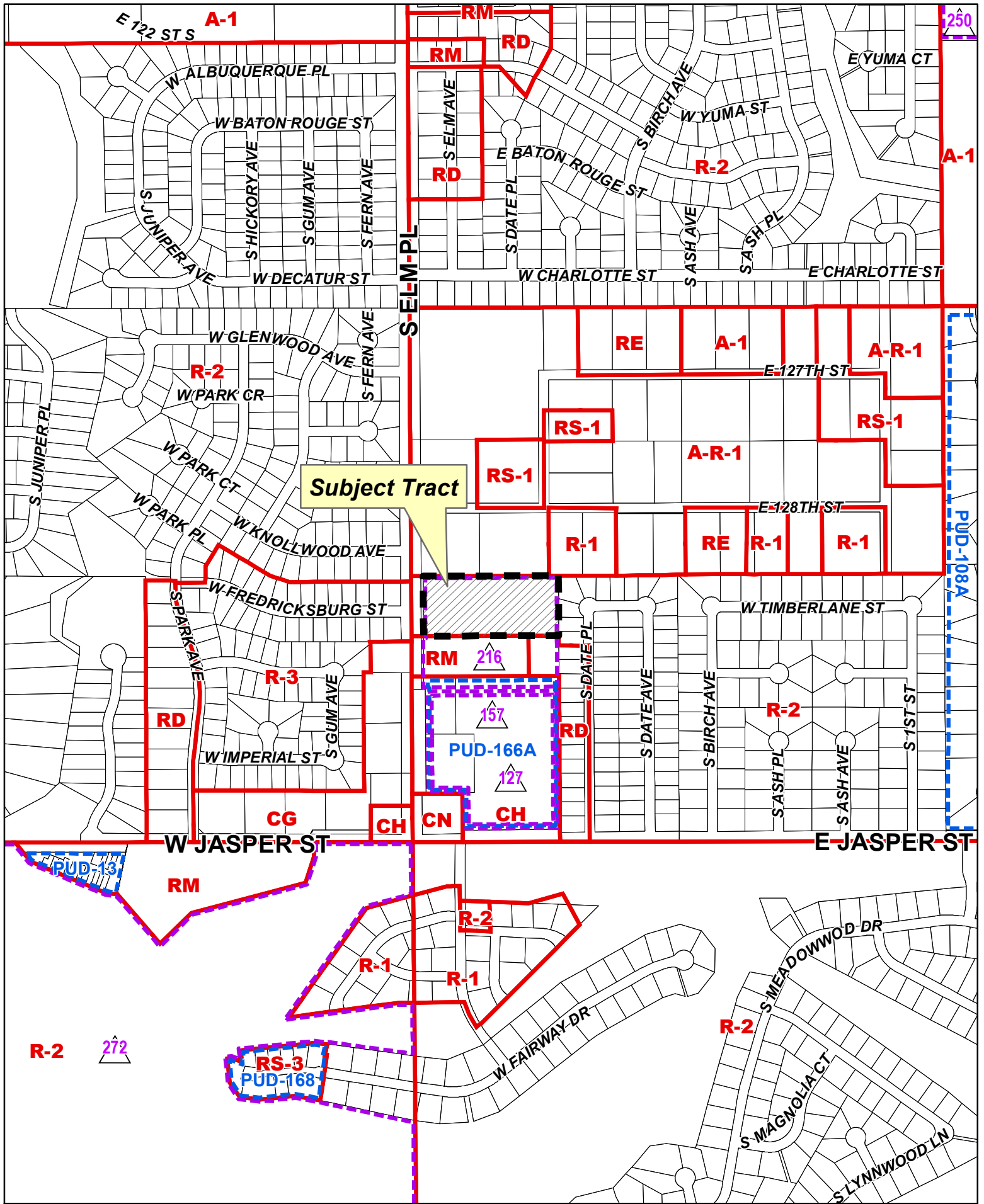
Recommendation:

Staff recommends this item be tabled to a future date once the application is completed. Prior to this item being heard by the Planning Commission, all notification requirements will be met.

Reviewed By: Larry R. Curtis

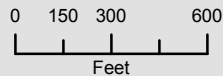
Approved By: Michael W. Skates

LRC:JMW



Subject Tract

SP-281



02 17-14

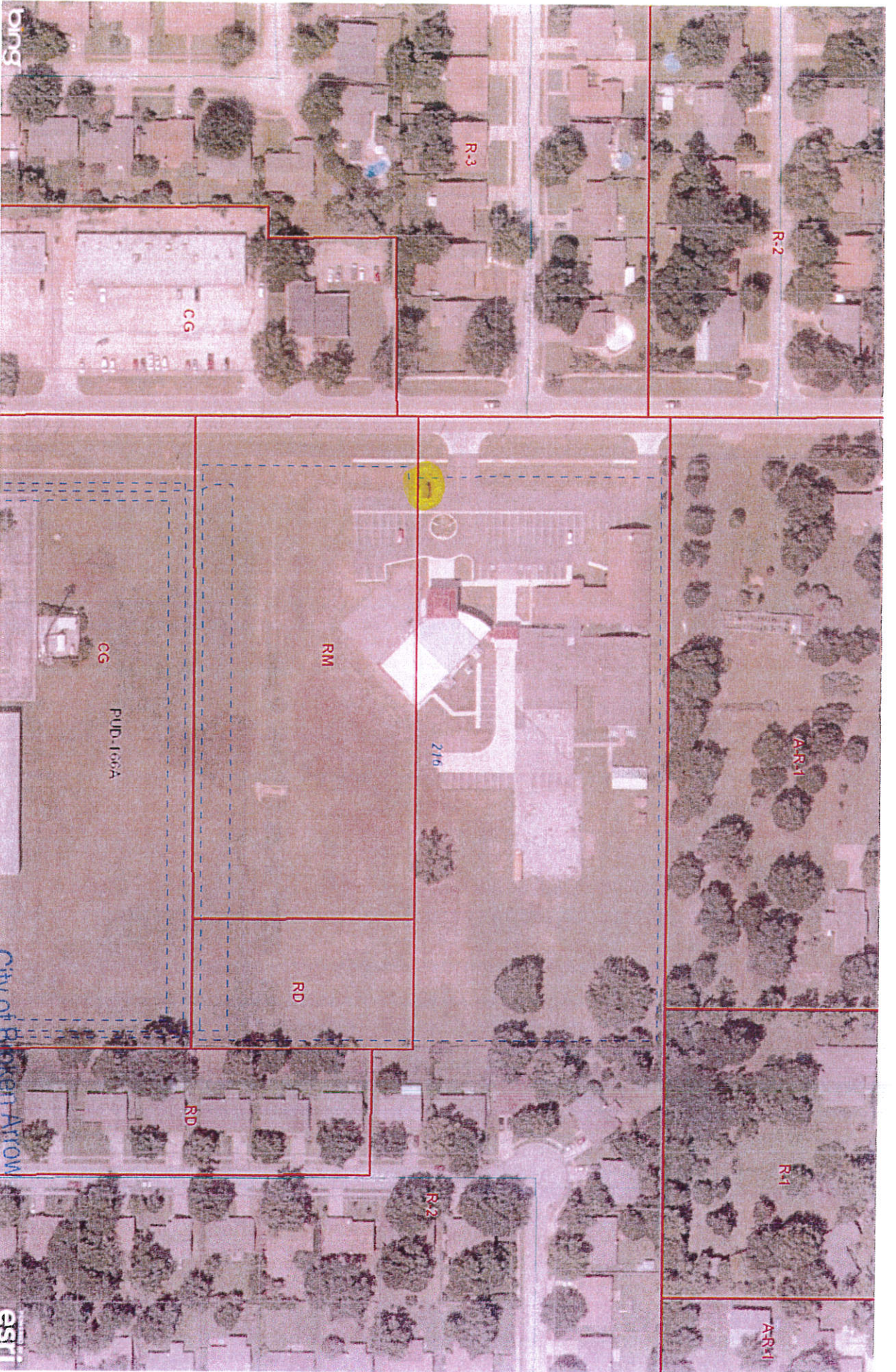




SP-281
South B.A. Baptist Church

350 175 0 350 Feet





Geographic Technologies Group

7815 S. Elm Place

JUN 05 2017

188 ft

OWNER
 MERRY CHURCHES, Baptist Church
 1710 S. Elm Pl.
 Broken Arrow, OK 74011
 (918) 424-1500

PARKING DATA

- Existing: 1900 sq ft
- Required: 1900 sq ft
- No parking required: 0 sq ft
- Maximum: 1900 sq ft
- Minimum: 1900 sq ft
- Phase 1: 1900 sq ft
- Phase 2: 1900 sq ft
- Phase 3: 1900 sq ft
- Phase 4: 1900 sq ft
- Phase 5: 1900 sq ft
- Phase 6: 1900 sq ft
- Phase 7: 1900 sq ft
- Phase 8: 1900 sq ft

SITE DATA

- Lot: 4
- Area: 1900 sq ft
- Permitted: 1900 sq ft

IMPERVIOUS AREA

- Phase 1: 1900 sq ft
- Phase 2: 1900 sq ft
- Phase 3: 1900 sq ft
- Phase 4: 1900 sq ft
- Phase 5: 1900 sq ft
- Phase 6: 1900 sq ft
- Phase 7: 1900 sq ft
- Phase 8: 1900 sq ft

GENERAL NOTES

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).
2. PHASES TO BE CONSTRUCTED IN SEQUENCE AS APPROVED BY THE CITY OF BROKEN ARROW AND BROKEN ARROW PUBLIC UTILITIES DEPARTMENT SECTION 22.2.3.
3. EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED. ALL UTILITIES SHALL BE DEEPENED AND REINFORCED AS NECESSARY TO ACCOMMODATE THE PROPOSED CONSTRUCTION.
4. SET THE UTILITY MARK SHEET CASE, FOR CONSTRUCTION OF UTILITIES SHOWN ON THIS PLAN.



City of Broken Arrow

JUN 05 2017

CASE NUMBER: S110-116
 DEVELOPMENT NUMBER: 10-130
 DEFINITION NUMBER: DD-101310-19

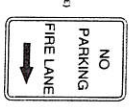
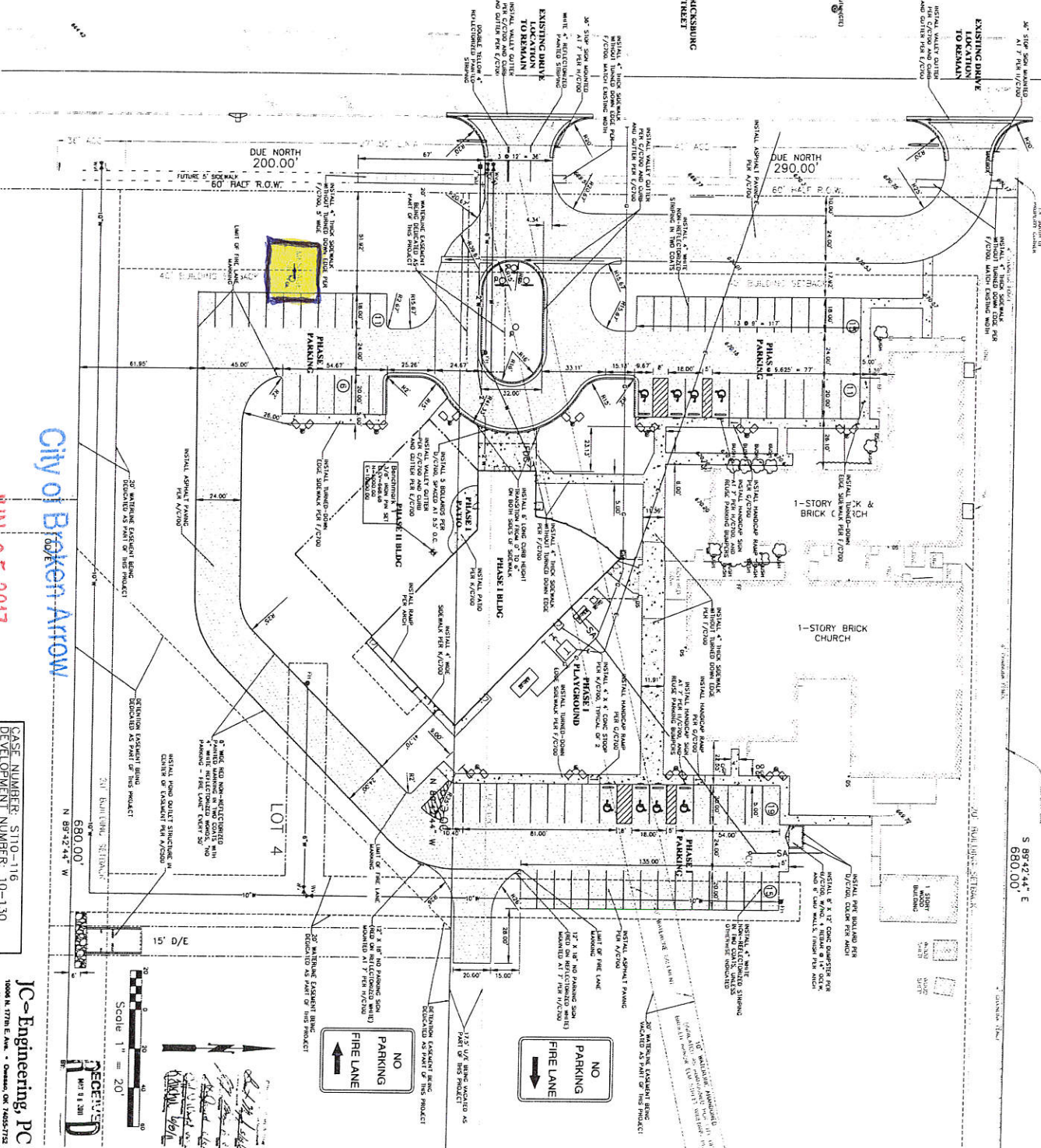
JC-Engineering, PC
 10000 N. 27TH E. Ave., Oklahoma, OK 74057-7724
 (918)958-5291 • www.jc-engineering.com
 Oklahoma Civil No. 5000 Expires June 30, 2011

Scale 1" = 20'
 0 10 20 30 40 50 60 70 80 90 100

100% CONSTRUCTION DOCUMENTS

INDIAN SPRINGS BAPTIST CHURCH

7615 S. Elm Pl. Broken Arrow, OK 74011



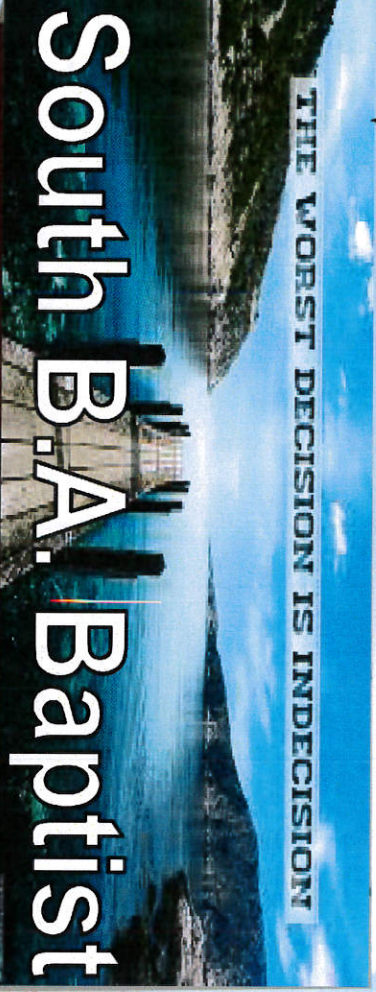
C40

JUN 05 2017

Shroud to cover top & sides of LED Signage

9.5 ft

4.2 ft



THE WORST DECISION IS INDECISION

South B.A. Baptist

WORSHIP 10:30 & 6:00
BIBLE STUDY 9:15

455-1058

03/17/2017

UNDER 20' OAH