



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

*Chairperson Lee Whelpley*  
*Vice Chair Ricky Jones*  
*Member Fred Dorrell*  
*Member Jaylee Klempa*  
*Member Julea' Merriott*

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**Thursday, April 8, 2021**

**5:00 PM**

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

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**1. Call To Order**

**2. Roll Call**

**3. Old Business**

**4. Consideration of Consent Agenda**

- A.     [21-457](#)           Approval of Planning Commission meeting minutes of March 25, 2021

**Attachments:**   [03 25 2021 Planning Commission Minutes](#)

- B.     [21-472](#)           Approval of PT21-101, Preliminary Plat, Creekside at Forest Ridge, 59.46 acres, 157 Lot, A-1 to RS-3, north of Kenosha Street (71st Street), one-half mile east of Oneta Road (241st E. Avenue)

**Attachments:**   [2-CHECKLIST.CREEKSIDE AT FOREST RIDGE](#)  
                      [3-PRELIMINARY PLAT AND CONCEPTUAL UTILITIES](#)  
                      [4-LOCATION MAP](#)

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

**6. Public Hearings**

- A. [21-456](#) Public hearing, consideration, and possible action regarding PUD-253C (Planned Unit Development Minor Amendment), North Rose Business Park, 1.58 acres, IL (Industrial Light) and PUD-253B, one-quarter mile north of Kenosha Street, one-quarter mile east of Elm Place
- Attachments:** [2-Case Map](#)  
[3-Aerial](#)  
[4-PUD-153C Design Statement](#)  
[5-Survey](#)
- B. [21-471](#) Public hearing, consideration, and possible action regarding BACP-175, Shops at Aspen Creek, 22.74 acres, Level 6 to Level 6 and Level 3, one-half mile west of Elm Place (161st E. Avenue), north of Tucson Street (121st E. Avenue)
- Attachments:** [2-CASE MAP.BACP 175](#)

7. Appeals

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 COMMUNITY DEVELOPMENT DEPARTMENT AT 918-259-8412, TO MAKE ARRANGEMENTS.**
- 3. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE PLANNING COMMISSION MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.**
- 4. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE PLANNING COMMISSION MEETING.**

POSTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

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City Clerk



# City of Broken Arrow

## Request for Action

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**File #: 21-457, Version: 1**

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**Broken Arrow Planning Commission  
04-08-2021**

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

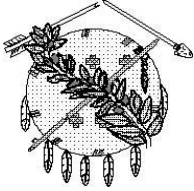
**Approval of Planning Commission meeting minutes of March 25, 2021**

**Background:** Minutes recorded for the Broken Arrow Planning Commission meeting.

**Attachments:** 03 25 2021 Planning Commission Minutes

**Recommendation:** Approve minutes of Planning Commission meeting held March 25, 2021.

**Reviewed and Approved By:** Jill Ferenc



# City of Broken Arrow

## Minutes Planning Commission

City Hall  
220 S 1st Street  
Broken Arrow OK  
74012

*Chairperson Lee Whelpley*  
*Vice Chairperson Ricky Jones*  
*Commission Member Fred Dorrell*  
*Commission Member Jaylee Klempa*  
*Commission Member Julea' Merriott*

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**Thursday, March 25, 2021**

**Time 5:00 p.m.**

**Council Chambers**

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**1. Call to Order**

Chairperson Lee Whelpley called the meeting to order at approximately 5:00 p.m.

**2. Roll Call**

**Present: 5 -** Julea' Merriott, Jaylee Klempa, Fred Dorrell, Ricky Jones, Lee Whelpley

**3. Old Business**

There was no Old Business.

**4. Consideration of Consent Agenda**

Staff Planner Amanda Yamaguchi presented the Consent Agenda.

**A. 21-397**

**Approval of Planning Commission meeting minutes of March 11, 2021**

**B. 21-420**

**Approval of PT21-100, Preliminary Plat, Brook Chase - Phase I, 44.2995 acres, 150 lots, A-1 (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, west of the northwest corner of Washington Street (91st Street) and 23rd Street (S. 193rd E. Avenue/County Line Road)**

Ms. Yamaguchi indicated the applicant was present and in agreement with Staff recommendations.

Chairperson Whelpley asked if there were any items to be removed from the Consent Agenda; there were none. He explained the Consent Agenda consisted of routine items, minor in nature, and was approved in its entirety with a single motion and a single vote, unless an item was removed for discussion.

MOTION: A motion was made by Fred Dorrell, seconded by Julea' Merriott.

**Move to approve the Consent Agenda**

The motion carried by the following vote:

**Aye: 5 -** Jaylee Klempa, Julea' Merriott, Fred Dorrell, Ricky Jones, Lee Whelpley

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

There were no Items removed from the Consent Agenda; no action was taken or required.

**6. Public Hearings**

**A. 21-396**

**Public hearing, consideration, and possible action regarding BACP-174, Cottages at Battle Creek, 8.79 acres, Level 6 to Level 3, one-half mile north of Albany Street (61st Street), one-quarter mile east of Aspen Avenue (145th E. Avenue)**

Senior Planner Brent Murphy reported BACP-174 was a request to change the Comprehensive Plan designation on an 8.79-acre undeveloped tract of land from Level 6 to Level 3. He stated the property, which was located one-half mile north of Albany Street (61st Street), one-quarter mile east of Aspen Avenue (145th E. Avenue), between Jim Norton Chevrolet and the Battle Creek Golf Course, was part of PUD-94 (Battle Creek) and had an underlying zoning of CG (Commercial General). He stated the Applicant wanted to construct small lot, single-family detached, single-family attached, or townhome homes on the property. He stated the proposed development was similar to the standards which existed with the "Garden Home" and "Patio Homes" designations of PUD-94 approved in 1995. He noted included in the Agenda Packet was the history associated with this property. He noted a draft PUD was provided for informational purposes only. He stated as noted in the draft PUD there were two tracts, A and B; Tract A, which abutted the Stonewood Crossing II addition to the east proposed to have up to have up to 90 single-family detached units on lots with a minimum lot size of 5,000 square feet. He stated as part of the future PUD submittal, the applicant would be requesting the underlying zoning be changed from CG to RS-3 (Single Family Residential). He indicated Tract A was designated as Level 2 in the Comprehensive Plan and RS-3 zoning was in conformance with the Comprehensive Plan in Level 2. He stated as a result, no change in the Comprehensive Plan was required for Tract A. He

reported Tract B, which was associated with BACP-174, was located between Jim Norton Chevrolet and the Battle Creek Golf Course. He stated either single family detached, single family attached, or townhomes were proposed to be developed in Tract B. He noted the applicant would be requesting that the zoning in Tract B be changed from CG to RD (Residential Duplex). He explained since Tract B was designated as Level 6 in the Comprehensive Plan, a change in the Comprehensive Plan was required. He stated consequently, with BACP-174, the applicant was requesting the Comprehensive Plan be changed from Level 6 to Level 3; RD zoning was in conformance with the Comprehensive Plan in Level 3. He noted according to FEMA maps none of the property was located in a 100-year flood plain. He stated according to the Comprehensive Plan, “Level 3 represented a transition zone from strictly residential development to strictly nonresidential development. As such, the primary uses for Level 3 are higher density residential uses and lower density employment uses.” He noted consequently, Level 3 served as a buffer between typical residential single-family detached subdivisions and commercial development. He stated with BACP-174, the applicant was requesting to change the Comprehensive Plan designation on 8.79 acres located between the Jim Norton Chevrolet dealership and the Battle Creek Golf Course from Level 6 to Level 3, thereby establishing a transitional buffer between these two land uses.

Mr. Murphy stated the Level 6 to Level 3 modification requested with BACP-174 was in accordance with the policies of the Comprehensive Plan; therefore, based on the Comprehensive Plan, the location of the property, past history of what has occurred on and around the property, and the surrounding land uses, Staff recommended BACP-174 be approved, subject to the property being platted and a PUD being submitted similar in context to the draft PUD.

The applicant, Nathan Cross, address 2 West 2<sup>nd</sup> Street, Tulsa, stated he was in agreement with Staff recommendations. He stated this was the first step towards down-zoning, moving from commercial to transitional residential acting as a buffer between a car dealership and a golf course property. He noted this property was bounded on the north and south by similar Comprehensive Plan designations. He indicated this was infill development of Battle Creek.

Vice Chairperson Ricky Jones indicated he felt this was a great land use.

Chairperson Whelpley indicated no residents signed up to speak; there were no public comments.

MOTION: A motion was made by Ricky Jones, seconded by Fred Dorrell.

**Move to approve Item 6A per Staff recommendations**

The motion carried by the following vote:

**Aye:**      **5 -**      Jaylee Klempa, Julea’ Merriott, Fred Dorrell, Ricky Jones, Lee Whelpley

Chairperson Whelpley indicated this Item would go before City Council on April 20, 2021 at 6:30 p.m.

**7. Appeals**

There were no Appeals.

**8. General Commission Business**

There was no General Commission Business.

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

There were no remarks, inquiries or comments by Planning Commission or Staff.

**10. Adjournment**

The meeting adjourned at approximately 5:09 p.m.

MOTION: A motion was made by Julea’ Merriott, seconded by Jaylee Klempa.

**Move to adjourn**

The motion carried by the following vote:

**Aye:**      **5 -**      Jaylee Klempa, Julea’ Merriott, Fred Dorrell, Ricky Jones, Lee Whelpley



# City of Broken Arrow

## Request for Action

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**File #:** 21-472, **Version:** 1

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**Broken Arrow Planning Commission**  
**04-08-2021**

**To:** Chairman and Commission Members  
**From:** Development Services Department  
**Title:** Approval of PT21-101, Preliminary Plat, Creekside at Forest Ridge, 59.46 acres, 157 Lot, A-1 to RS-3, north of Kenosha Street (71<sup>st</sup> Street), one-half mile east of Oneta Road (241<sup>st</sup> E. Avenue)

**Background:**

**Applicant:** Tim Terral, Tulsa Engineering and Planning, Associates, Inc.  
**Owner:** The Robson Companies, Inc.  
**Developer:** The Robson Companies, Inc.  
**Engineer:** Tulsa Engineering and Planning, Associates, Inc.  
**Location:** North of Kenosha Street (71st Street), one-half mile east of Oneta Road (241st E. Avenue)  
**Size of Tract** 59.46 acres  
**Number of Lots:** 157  
**Present Zoning:** A-1 (RS-3 approved via BAZ-2069)  
**Comp Plan:** Level 2

PT21-101, the preliminary plat for Creekside at Forest Ridge, contains 59.46 acres with 157 proposed lots. This property, which is located one-half mile north of Kenosha Street (71st Street), one-half mile east of Oneta Road (241<sup>st</sup> E. Avenue), is presently zoned A-1. On November 3, 2021, the City Council approved BAZ-2069 to change the zoning on 59.46 acres from A-1 to RS-3, subject to the property being platted. According to Wagoner County records Creekside at Forest Ridge is part of an overall 136.89-acre parcel owned by the Robson Companies. A large portion of the 136.89 acres, especially to the west, is located in the 100-year floodplain of Adams Creek.

The property is located one-quarter mile north of Kenosha Street. Primary access will be to Kenosha Street via a mutual access easement that will extend one-quarter mile through undeveloped property to the south that is owned by the same property owner. Secondary access will be to 245<sup>th</sup> E. Avenue that abuts the west portion of the subdivision for 331.00 feet. According to Wagoner County records, 245<sup>th</sup> E. Avenue is a private drive that was constructed prior to the property being annexed into the City Limits of Broken Arrow. The drive is narrow and was not constructed to City of Broken Arrow street standards.

Water and sanitary sewer service will be provided by the City of Broken Arrow. The applicant and City Staff are working together to address some of the sanitary sewer challenges associated with this property. The 100-

year floodplain of Adams Creek is located in Reserves C and D. The floodplain of Adams Creek occupies a large area west and north of Creekside at Forest Ridge.

**Attachments:** Checklist  
Preliminary Plat, Covenants, and Conceptual Utilities  
Location Map

**Recommendation:**

Staff recommends PT21-101, preliminary plat for Creekside at Forest Ridge, be approved, subject to the attached checklist.

**Reviewed by: Jill Ferenc**

**Approved by: Larry R. Curtis**

BDM

# **BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST**

## **PLAT INFORMATION**

NAME OF PRELIMINARY PLAT: Creekside at Forest Ridge

CASE NUMBER: PT21-101

RELATED CASE NUMBERS: BAZ 2069

COUNTY: Wagoner

SECTION/TOWNSHIP/RANGE: 03/T18N/R15E

GENERAL LOCATION: One-quarter mile north of Kenosha Street, one-half mile east of Oneta Road

CURRENT ZONING: A-1 (RS-3 approved via BAZ 2069)

SANITARY SEWER BASIN: Lynn Lane

STORM WATER DRAINAGE BASIN: Adams Creek

ENGINEER: Tulsa Engineering and Planning Associates, Inc.

ENGINEER ADDRESS: 9810 E. 42<sup>nd</sup> Street, Suite 100  
Tulsa, Oklahoma 74146

ENGINEER PHONE NUMBER: 918-252-9621

DEVELOPER: The Robson Companies, Inc.

DEVELOPER ADDRESS: 901 N. Forest Ridge Boulevard  
Broken Arrow, Oklahoma 74014

DEVELOPER PHONE NUMBER: 918-357-2787

## **PRELIMINARY PLAT**

APPLICATION MADE: March 8, 2021

TOTAL ACREAGE: 59.46 acres

NUMBER OF LOTS: 157

TAC MEETING DATE: March 30, 2021

PLANNING COMMISSION MEETING DATE: April 8, 2021

### **COMMENTS:**

1. \_\_\_\_ The abutting property to the south is identified as "Town Center South". Has that plat been recorded? If not, identify the property as "Unplatted".
2. \_\_\_\_ Provide document number for "50' Access Easement Per Separate Instrument". The document number shall be shown on the plat prior to the plat being recorded.
3. \_\_\_\_ Change case number in lower right corner of plat to PT21-101.
4. \_\_\_\_ Has the right-of-way for 245<sup>th</sup> E. Avenue been dedicated previously? If so, add document number. If not, please add the following, "Right-of-way dedicated by this plat." to the 25 foot right-of-way shown.
5. \_\_\_\_ Show and label the 100-year floodplain boundaries and include the FIRM panel map number. All the 100-year floodplain shall be located in a Reserve Area. Maintenance of the reserve areas shall be the responsibility of the property owner, which shall be acknowledged in the covenants.
6. \_\_\_\_ Identify Reserve Areas A, B, and C as utility easements on Sheet 1.
7. \_\_\_\_ Please confirm on pie shaped lots that the minimum lot width requirement is met at the front building line. After this has been confirmed, provide a note stating such in writing (email is acceptable).
8. \_\_\_\_ Lot 23, Block 1 is missing part of the front lot dimension. The southeast corner of Lot 9, Block 3 is missing a property line dimension. The northeast corner of Lot 2, Block 4 is missing a property line dimension.
9. \_\_\_\_ In Section 2.3 of the covenants, remove the last paragraph, this property is not part of PUD 66.
10. \_\_\_\_ In Section 3.1.2 of the covenants, revise to say, "The maintenance of Reserves A, B, C, and D shall be the responsibility of the property owner."
11. \_\_\_\_ Provide a 20-foot wide reserve area that connects Reserve D to Tacoma Street.
12. \_\_\_\_ Review Section 3.15 of the covenants. This subdivision is not adjacent to Kenosha Street.
13. \_\_\_\_ Correct the name of the subdivision and City in the Certificate of Survey.
14. \_\_\_\_ In the lower right corner of Sheet 1, change to say, "Sheet 1 of 3".
15. \_\_\_\_ There appear to be errors with the lot dimensions. The sum of the individual lot dimensions needs to equal the total length shown. Also, some of the lot dimensions are missing.

### **TAC Meeting**

16. \_\_\_\_ Provide clear distinction between "B/L" and "B/L & U/E". See Lot 14, Block 2 as an example.



## **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:

17. \_\_\_\_\_

18. \_\_\_\_\_

19. \_\_\_\_\_

20. \_\_\_\_\_ The conditional final plat and the "no exceptions taken" engineering drawing must agree with respect to Limits of Access and No Access, easement both internal and external, reserve area, traffic control medians, street layouts, rights-of-way, etc. Please provide a written statement (e-mail statement is acceptable) that the conditional final plat agrees with the "no exceptions taken" engineering plans.

21. \_\_\_\_\_ Finished for elevations (FFE) shall be shown for each lot on the Final Plat.

22. \_\_\_\_\_ Show monuments on plat.

23. \_\_\_\_\_

24. \_\_\_\_\_

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## **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, 405-521-2271

### **DEVELOPMENT SERVICES/ENGINEERING APPROVAL**

\_\_\_\_\_ STORMWATER PLANS, ACCEPTED ON:

\_\_\_\_\_ PAVING PLANS, ACCEPTED ON:

\_\_\_\_\_ WATER PLANS, ACCEPTED ON:

\_\_\_\_\_ SANITARY SEWER PLANS, ACCEPTED ON:

\_\_\_\_\_ SEWAGE DISPOSAL PLANS, SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON:

\_\_\_\_\_ WATER PLANS SENT TO 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: \_\_\_\_\_

### **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 (\$150 + (\$5 X \_\_\_\_\_ LOTS)

\$ \_\_\_\_\_

\_\_\_\_\_ WATER LINE (S) UNDER PAYBACK CONTRACT

\$ \_\_\_\_\_

_____ EXCESS SEWER CAPACITY FEE (\$700 X _____ ACRES (LESS ANY AREA IN 100 YEAR FLOODPLAIN ONLY OR AREA IN GOLF COURSE)	\$ _____
_____ 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. (\$150 X _____ SIGNS)	\$ _____
_____ SIDEWALK ESCROW	\$ _____
_____ STORM WATER FEE-IN-LIEU OF DETENTION (.35 X _____ (SF INCREASED IMPERVIOUS \$ _____ AREA) (less any area in Reserve Area of ½ acre or more)	\$ _____
<b>TOTAL FEE(S)</b>	<b>\$ _____</b>

### 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 RECORDATION ON: \_\_\_\_\_

\_\_\_\_\_ 2 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT

\_\_\_\_\_ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

## **CONCEPTUAL UTILITIES ENGINEERING REVIEW**

The Conceptual Utility Plans are not a complete set of improvement plans, the applicant is not expected to show how all the improvements are in compliance with all City regulations. As such, there may be additional review items when the final engineering plans are submitted. These conceptual utility plans' review items are intended for guidance toward preparation of the final engineering plans. The following items are not a requirement for approval of the Preliminary Plat or the Conditional Final Plat.

### **RECOMMENDATIONS FOR UTILITY REVISIONS PRIOR TO ENGINEERING PLAN SUBMITTALS**

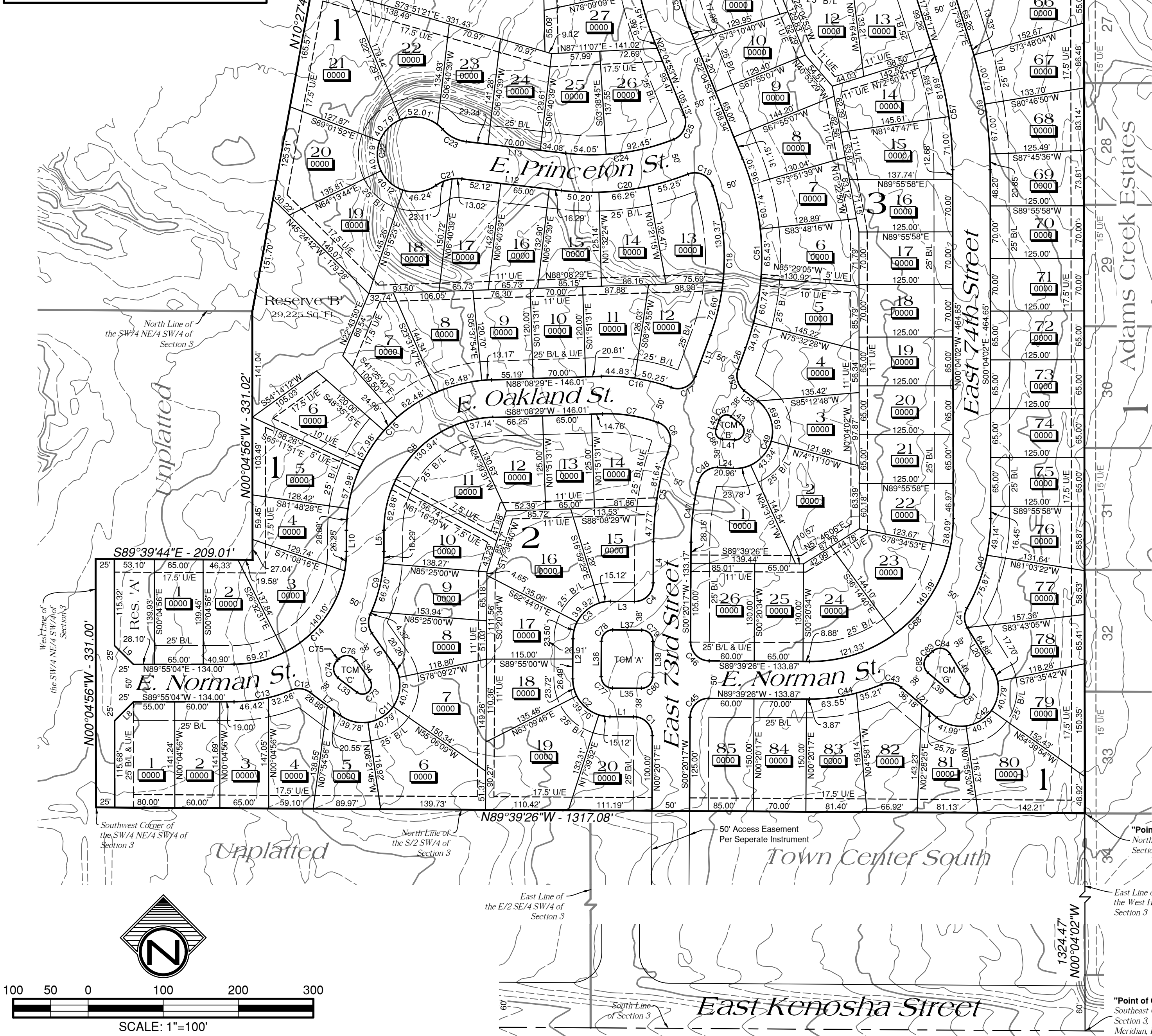


Preliminary Plat

# Creekside at Forest Ridge

A Subdivision in the City of Broken Arrow, being a part of the W/2 of Section 3, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma

Curve Table					Line Table		
No.	Delta	Radius	Length	Chord Bearing	Chord Length	No.	Bearing
C1	90.00	25.00	39.27	N 44°39'43" W	35.36	L1	N 89°39'43" E
C2	90.00	50.00	78.54	S 44°39'43" E	70.71	L2	N 00°20'17" E
C3	90.00	50.00	78.54	S 45°20'26" W	70.71	L3	S 89°39'43" E
C4	90.00	25.00	39.27	N 45°20'17" E	35.36	L4	N 00°20'17" E
C5	185.4	400.00	129.41	S 09°36'23" W	128.85	L5	S 00°04'56" E
C6	89.05	25.00	38.86	N 25°39'02" W	35.06	L6	S 35°03'30" E
C7	21.66	200.00	75.69	N 81°01'01" W	75.24	L7	N 52°46'27" W
C8	98.22	150.00	230.97	S 44°01'46" W	208.82	L8	S 44°59'04" W
C9	24.87	200.00	86.81	N 12°21'09" E	86.13	L9	S 45°04'56" E
C10	59.85	25.00	26.11	N 05°08'08" E	24.94	L10	N 00°04'56" W
C11	162.28	50.00	141.62	N 46°05'01" E	98.81	L11	N 20°11'01" E
C12	59.85	25.00	26.11	N 82°41'49" W	24.94	L12	N 83°19'21" W
C13	22.54	200.00	78.67	N 78°36'56" E	78.16	L13	S 83°19'21" E
C14	90.00	150.00	235.62	S 44°59'04" W	212.13	L14	N 28°45'56" W
C15	88.22	200.00	307.96	S 44°01'46" W	278.42	L15	S 40°43'57" E
C16	21.79	250.00	95.08	N 80°57'48" W	94.51	L16	S 71°20'33" E
C17	89.75	25.00	39.16	N 65°03'28" E	35.28	L17	S 21°40'07" W
C18	38.76	300.00	252.97	N 00°48'05" E	199.12	L18	S 84°36'40" E
C19	92.85	25.00	40.51	N 65°00'22" W	36.22	L19	S 60°28'12" W
C20	28.11	350.00	171.71	N 82°37'23" E	169.99	L20	S 31°40'57" E
C21	41.41	50.00	36.14	S 75°58'22" W	35.36	L21	N 49°48'41" W
C22	262.82	50.00	229.35	S 06°40'39" W	75.00	L22	S 73°46'04" E
C23	41.41	50.00	36.14	S 82°37'03" E	35.36	L23	N 77°39'12" E
C24	27.86	300.00	146.59	N 84°11'15" E	145.05	L24	N 20°11'01" E
C25	90.78	25.00	39.61	N 23°18'29" E	35.59	L25	N 52°35'17" W
C26	51.10	400.00	356.74	S 83°28'06" W	345.03	L26	N 87°16'18" W
C27	66.35	215.00	248.06	N 04°09'17" W	235.28	L27	N 88°38'09" E
C28	72.18	202.50	255.09	S 01°14'20" E	238.56	L28	S 88°38'09" W
C29	63.76	25.00	27.82	N 02°50'11" E	26.41	L29	S 81°02'24" W
C30	188.18	50.00	146.77	S 55°10'34" W	99.47	L30	N 66°29'36" E
C31	62.16	25.00	27.12	S 71°48'43" E	25.81	L31	S 73°39'12" W
C32	31.55	202.50	111.50	N 87°07'01" W	110.10	L32	N 73°46'04" W
C33	71.28	275.00	342.10	N 35°42'18" W	320.46	L33	N 52°46'27" W
C34	21.74	500.00	189.68	N 10°48'02" E	188.55	L34	S 35°03'30" E
C35	17.86	300.00	93.64	S 12°53'17" W	92.36	L35	N 89°03'43" W
C36	88.40	25.00	38.57	S 00°24'51" E	34.86	L36	N 00°20'34" E
C37	145.08	50.00	126.61	N 12°04'13" W	95.39	L37	S 89°39'43" E
C38	78.06	25.00	34.06	S 21°28'28" W	31.49	L38	S 00°20'17" W
C39	17.52	550.00	168.19	N 08°49'39" W	167.53	L39	N 49°48'41" W
C40	29.84	240.00	125.01	N 14°51'01" W	123.60	L40	S 31°40'57" E
C41	61.46	25.00	26.82	S 00°57'12" E	25.55	L41	N 87°16'18" W
C42	161.87	50.00	141.26	N 49°15'11" E	98.75	L42	N 20°11'01" E
C43	63.42	25.00	27.67	N 81°19'11" W	26.28	L43	S 62°35'17" E
C44	23.58	240.00	98.75	N 78°33'19" E	98.06	L44	S 60°28'12" W
C45	90.00	25.00	39.27	S 45°20'26" W	35.36	L45	S 44°36'40" E
C46	90.00	25.00	39.27	S 45°20'26" W	35.36	L46	S 68°29'36" W
C47	13.21	350.00	80.71	S 06°56'40" W	80.53	L47	N 31°28'47" E
C48	79.18	25.00	34.55	S 53°08'23" W	31.86	L48	N 28°45'56" W
C49	145.32	50.00	126.81	N 20°04'13" E	95.45	L49	N 40°43'57" E
C50	72.77	25.00	31.75	S 16°12'08" E	29.66		
C51	59.85	25.00	26.11	S 82°41'49" W	24.94		
C52	11.87	350.00	72.69	S 16°08'55" W	72.39		
C53	98.85	25.00	43.13	S 39°12'40" W	37.98		
C54	17.60	200.00	61.42	N 82°33'57" W	61.18		
C55	28.58	250.00	124.70	S 88°03'26" E	123.41		
C56	84.75	25.00	36.88	N 59°58'02" W	33.70		
C57	17.52	500.00	168.19	N 08°49'39" W	167.53		
C58	90.41	190.00	299.81	N 45°06'16" E	269.66		
C59	98.85	25.00	43.13	S 41°56'21" E	37.98		
C60	21.53	350.00	131.53	S 18°15'07" W	130.76		
C61	66.35	265.00	306.85	N 04°09'17" W	290.00		
C62	145.08	150.00	388.56	S 35°03'30" E	291.66		
C63	5.20	225.00	20.41	N 88°44'37" W	20.41		
C64	97.62	25.00	42.60	N 17°19'57" W	37.63		
C65	144.99	50.00	126.52	S 41°00'48" E	95.37		
C66	97.62	25.00	42.60	N 64°41'39" W	37.63		
C67	15.81	225.00	62.10	N 07°58'27" W	61.91		
C68	21.74	450.00	170.71	N 10°48'02" E	169.69		
C69	26.35	350.00	160.98	S 08°29'32" W	159.57		
C70	82.34	25.00	35.93	N 36°29'04" E	32.91		
C71	28.58	200.00	99.76	S 88°03'26" E	98.73		
C72	17.60	250.00	76.78	N 82°33'57" W	76.48		
C73	182.28	12.00	33.99	N 46°05'01" E	23.71		
C74	99.38	15.00	26.02	S 03°05'11" E	22.88		
C75	1.04	200.00	3.61	N 46°05'01" E	3.61		
C76	99.38	15.00	26.02	N 84°44'46" W	22.88		
C77	90.00	15.00	23.56	S 44°39'43" E	21.21		
C78	90.00	15.00	23.56	S 45°20'26" W	21.21		
C79	90.00	15.00	23.56	N 44°39'43" W	21.21		
C80	90.00	15.00	23.56	N 45°20'17" E	21.21		
C81	161.87	12.00	33.99	N 49°15'11" E	23.70		
C82	99.15	15.00	25.96	S 00°14'03" E	22.84		
C83	2.02	240.00	8.45	N 48°20'05" E	8.45		
C84	100.99	15.00	26.44	N 82°04'11" W	23.15		
C85	145.32	12.00	30.43	N 20°04'13" E	22.91		
C86	107.46	10.00	18.75	S 33°32'38" E	16.12		
C87	107.23	10.00	18.71	S 73°47'52" W	16.10		
C88	145.08	12.00	30.39	N 12°04'18" W	22.89		
C89	106.37	15.00	28.01	S 68°03'35" E	24.11		
C90	0.42	300.00	2.34	S 12°20'00" E	2.34		
C91	107.50	15.00	28.14	S 41°38'17" W	24.19		
C92	144.99	12.00	30.37	S 41°00'48" E	22.89		
C93	104.19	15.00	27.28	S 83°34'22" W	23.67		
C94	6.64	225.00	26.08	N 41°00'48" W	26.07		
C95	104.19	15.00	27.28	N 14°24'05" E	23.67		
C96	188.18	12.00	35.22	S 55°10'34" W	23.87		
C97	97.46	15.00	25.52	N 07°59'55" E	22.58		
C98	1.60	202.50	5.66	S 55°55'45" W	5.66		
C99	95.96	15.00	25.12	S 76°53'36" E	22.29		



**WAGONER COUNTY**

**R - 15 - E**

E. ALBANY ST. (E. 61st Street So.)

ONETA ROAD (So. 24th East Ave.)

**SITE**

EAST KENOSHA STREET (E. 71st Street So.)

**Section 3**

**157 Lots - 59.4579 Acres**

**Legend**

Res. = Reserve	BL = Building Line
Bk. = Book	U/E = Utility Easement
Pg. = Page	ROW = Right of Way
F&LE = Fence & Landscape Easement	T.C.M. = Traffic Control Median

**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 said tract are based on an assumed bearing of S 89°38'11" W along the South line of the W/2 of Section 3, T-18-N, R-14-E of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey therefor.

**Benchmark**

A 1-1/2" aluminum cap stamped "BA 31" that is 43 feet north and 17 feet east of the center of the intersection of E. Kenosha St and S. 27th St. Ave.

Elevation = 699.44

Vertical Datum=NAVD88

**Stormwater Detention**

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

**Backflow Preventer Valve Table**

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

Lot Areas

Lot Area (S.F.)		Lot Area (S.F.)		Lot Area (S.F.)		Lot Area (S.F.)	
1	9,090	44	15,827	1	10,966	24	11,962
2	10,864	45	13,852	2	8,490	25	8,450
3	11,572	46	10,042	3	9,309	26	10,916
4	8,977	47	13,091	4	10,616	1	11,115
5	11,019	48	10,339	5	8,851	2	8,368
6	10,588	49	9,242	6	14,746	3	8,540
7	11,462	50	10,368	7	11,294	4	9,307
8	10,721	51	11,124	8	9,945	5	9,520
9	8,683	52	14,429	9	9,377	6	10,193
10	8,400	53	11,919	10	11,070	7	9,198
11	9,301	54	9,658	11	12,369	8	8,113
12	12,194	55	8,346	12	9,773	9	9,355
13	11,902	56	8,125	13	8,125	10	15,033
14	9,896	57	8,125	14	11,315	11	14,750
15	10,366	58	8,750	15	11,405	12	11,892
16	8,955	59	8,931	16	14,715	13	10,589
17	9,502	60	9,709	17	9,470	14	11,452
18	10,893	61	10,962	18	9,394	15	12,612
19	12,040	62	12,625	19	16,117	16	10,646
20	12,582	63	11,441	20	11,340	17	8,653
21	10,043	64	12,453	21	8,552	18	8,552
22	12,863	65	9,669	22	15,455	19	9,015
23	10,057	66	13,154	23	9,109	20	9,491
24	9,481	67	10,764	24	12,520	21	8,794
25	10,226	68	9,635	25	8,653	22	10,679
26	12,565	69	8,932	26	10,068	23	10,470
27	9,424	70	8,750	27	9,219	24	8,604
28	8,741	71	6,750	28	10,159	25	7,362
29	8,580	72	8,125	29	9,081	26	10,284
30	9,372	73	8,125	30	8,832		
31	9,374	74	8,125	31	12,409		
32	9,434	75	8,125	32	11,733		
33	9,914	76	9,578	33	10,848		
34	9,285	77	11,368	34	10,670		
35	11,117	78	9,631	35	14,675		
36	9,656	79	11,384	36	16,196		
37	8,553	80	14,748	37	11,748		
38	8,509	81	8,650	38	8,750		
39	9,408	82	12,626	39	8,125		
40	9,430	83	11,340	40	8,125		
41	10,338	84	10,338	41	10,338		
42	12,022	85	12,616	42	9,060		
43	9,508			23	12,312		

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CERTIFICATE OF DEDICATION AND  
RESTRICTIVE COVENANTS  
FOR  
CREEKSIDE AT FOREST RIDGE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE ROBSON COMPANIES, INC., an Oklahoma corporation, hereinafter referred to as the "Owner/Developer", is the surface owner of the following described real property, situated in the City of Broken Arrow, Wagoner County, State of Oklahoma, to-wit:

A tract of land contained within the West-Half (W/2) of Section Three (3), 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, being more particularly described as follows:

Commencing at the Southeast corner of said West-Half (W/2) of Section Three (3), 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;

Thence North 00°04'02" West, along the East line of said West-Half (W/2), a distance of 1324.47 feet to the "Point of Beginning", said point being the Northeast corner of the South-Half (S/2) of the Southwest Quarter (SW/4) of said Section Three (3);

Thence North 89°39'26" West, along the North line of said South-Half (S/2), a distance of 1317.08 feet to the Southwest corner of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4);

Thence North 00°04'56" West, along the West line of said Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4), a distance of 331.00 feet;

Thence South 89°39'44" East a distance of 209.01 feet;

Thence North 00°04'56" West a distance of 331.02 feet to a point on the North line of said Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4);

Thence North 10°27'42" East a distance of 871.10 feet;

Thence North 14°35'51" East a distance of 1164.69 feet to a point on the North line of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4);

Thence South 89°41'55" East, along said North line, a distance of 654.20 feet to the Northeast corner of said Southeast Quarter (SE/4) of the Northwest Quarter (NW/4);

Thence South 00°04'02" East, along the East line of said West-Half (W/2) of Section Three (3), a distance of 2648.93 feet to the "Point of Beginning";

Said tract contains 2,589,986 square feet or 59.4579 acres more or less.

The non-astronomical bearings contained herein are based upon the South line of said West-Half (W/2) of Section Three (3) as being South 89°38'11" West.

AND HEREBY CERTIFIES that it has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and has designated the same as "CREEKSIDE AT FOREST RIDGE", 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

- 1.1.1 The Owner/Developer does hereby dedicate for the public use the streets as depicted on the accompanying plat, and does further dedicate for the public use the utility easements as depicted on the accompanying plat, for the several purposes of constructing, maintaining, operating, repairing, 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 and rights-of-way for the uses and purposes aforesaid;

PROVIDED, HOWEVER, that the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.

1.2 Traffic Control Medians

- 1.2.1 The Owner/Developer does hereby dedicate for public use Traffic Control Medians "A", "B", "C", "D", "E", "F" and "G" for the purposes of construction and maintenance of traffic control medians, provided however, the Owner/Developer herein reserves a perpetual easement, to be subsequently conveyed to the Forest Ridge Homeowners' Association Inc., formed or to be formed as set forth within Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge hereof, for the purposes of installation and maintenance of landscaping within Traffic Control Medians "A", "B", "C", "D", "E", "F" and "G". 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 Medians "A", "B", "C", "D", "E", "F" and "G" 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 medians or maintenance or reconstruction of the adjoining public streets.

1.3 Underground Service

- 1.3.1 Overhead lines for the supply of electric, telephone and cable television services shall be located along the east boundary of the property. Street light poles or standards shall be served by underground cable throughout the subdivision. 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 and private streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.

- 1.3.2 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 structures 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.

- 1.3.3 The suppliers of electric, telephone, cable television, and gas services, through its agents and employees, shall at all times have the right of access to all easement ways 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.

- 1.3.4 The owner of the lot shall be responsible for the protection of the underground service facilities located on the lot and shall prevent the alteration of grade or any construction activity which 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 owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or the owner's agents or contractors.

- 1.3.5 The foregoing covenants set forth in this Subsection 1.3 shall be enforceable by each supplier of the electric, telephone, cable television, or gas service and the owner of the lot agrees to be bound hereby.

1.4 Water and Sewer Service

- 1.4.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.

- 1.4.2 Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. 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.

- 1.4.3 The City of Broken Arrow 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.

- 1.4.4 The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all easement-ways 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 said underground water or sewer facilities.

- 1.4.5 The foregoing covenants set forth in this Subsection 1.4 shall be enforceable by the City of Broken Arrow or its successors, and the owner of the lot agrees to be bound thereby.

1.5 Surface Drainage

Each lot, per the grading plan approved by the City of Broken Arrow, shall receive and drain in an non-obstructive manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this Subsection 1.5 shall be enforceable by any affected lot owner or by the City of Broken Arrow.

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, telephone, data, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II.  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF FOREST RIDGE

- 2.1 The property hereby platted as "CREEKSIDE AT FOREST RIDGE" is subject to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, covering among other lands, "CREEKSIDE AT FOREST RIDGE".

- 2.2 In the event of a conflict between the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of

Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County clerk of Wagoner County, Oklahoma, and the conditions, restrictions and covenants imposed hereby, the Declaration of Covenants, Conditions, Restrictions of Forest Ridge shall control.

- 2.3 This Certificate of Dedication and Restrictive Covenants for "CREEKSIDE AT FOREST RIDGE" is intended to supplement but not supersede or amend the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma.

CREEKSIDE AT FOREST RIDGE is platted pursuant to the City of Broken Arrow's P.U.D. 66 - dated August 1, 1988 as amended from time to time.

SECTION III. RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of CREEKSIDE AT FOREST RIDGE and the continued compatibility of use and improvements within CREEKSIDE AT FOREST RIDGE.

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:

3.1 Use of Land

- 3.1.1 All lots within CREEKSIDE AT FOREST RIDGE excepting Reserves "A", "B", "C" and "D" shall be known and described as residential lots, and shall be used only for single-family residences.

- 3.1.2 Reserves "A", "B", "C" and "D" shall be used for open space, landscaping, walls, fencing, drainage, recreation, storm sewer drainage, utilities and ingress and egress and for maintenance purposes and is reserved for subsequent conveyance to the Forest Ridge Homeowners' Association, Inc., formed pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge. The maintenance of Reserves "A" and "B" shall be the responsibility of the Homeowners' Association.

- 3.2 Lot Fronting. Each dwelling shall front an interior public street and derive its access solely from an interior public street.

3.3. Minimum Yards, Setbacks and Building Height

- 3.3.1 Front and Street Setback. No building shall be erected or maintained nearer to a street than the building setback lines as depicted on the accompanying plat.

- 3.3.2 Side Yard. Each lot shall maintain side yards that in the aggregate are not less than 10 feet in width, and no side yard shall be less than 5 feet in width. Each corner lot shall maintain a side yard of no less than 25 feet on the street side of the lot.

- 3.3.3 Rear Yard. Each lot shall maintain a rear yard of at least 20 feet; provided, however, that customary accessory structures may not be located in the required rear yard except as approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate.

- 3.3.4 Easement Setbacks. No Building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

- 3.3.5 Building Height. No building shall be constructed on any lot that exceeds a height of more than two and one half (2 ½) stories.

3.4 Floor Area of Dwellings

- 3.4.1 Living Area. All dwellings shall have a minimum of 1,600 square feet of finished heated living area. For purposes of the foregoing, basements, attics, and unfinished garage space shall not be counted in this computation.

- 3.4.2 Computation of Living Area. The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least 7 feet 6 inches in height, except that in the computation of second or upper story living area, the height shall be 7 feet 6 inches or at least one-half of the required living area, and any area of less than 5 feet in height shall be excluded.

3.5 Garage

Each dwelling shall have a garage for at least two automobiles. Garages may be attached or detached, subject to the approval of the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

3.6 Landscaping

- 3.6.1 A landscape plan showing proposed front yard plantings in an amount not less than \$800.00 installed and, additionally for Open Space Lots, rear yard plantings in the amount not less than \$800.00 installed (not including sod cost) (based on average nursery planting prices in 2021 dollars) shall be submitted to the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee for approval and shall be installed prior to final occupancy of the home. No planting shall be allowed which will block any views to the open areas. Plantings around surface mounted transformers shall provide ten (10) feet clearance in front of all electrical transformers. The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design elements which may be placed in the public view by any lot owner and determined in the discretion of the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee to be incompatible with the overall landscape design theme of CREEKSIDE AT FOREST RIDGE.

- 3.6.2 The use of artificial or manmade plant material is prohibited. Ornamental landscape design elements located within the public view are prohibited other than one ornamental bench located upon the lot by the front porch and seasonal and holiday decorations timely and seasonally displayed. The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee may permit other types of ornamental landscape design elements upon approval.

- 3.6.3 All planting shall be completed prior to occupancy, unless approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee. Plans shall include proposed fencing, walls, and City required sidewalks.

CREEKSIDE AT FOREST RIDGE

Date of Preparation: March 8, 2021

Sheet 2 of 3

3.7 Building Material Requirements

3.7.1 Exterior Walls. Exterior veneer of each home will consist of 100% masonry on the front elevation, or as approved by the Forest Ridge Homeowners' New Home Construction Committee, with masonry to the bottom of the first story windows, or thirty inches above finished floor, on all three remaining sides. Masonry veneer to include approved brick, rock or stone. The balance of the siding used must be consistent on all remaining sides.

3.7.2 Foundations. All foundations of the dwellings erected on any lot shall be veneered with brick, stone or stucco. No exposed foundations will be allowed.

3.7.3 Windows. Windows visible from the street, common areas or adjoining neighbors' view will be white or off-white. Window units may be vinyl, painted aluminum, or cladded wood windows.

3.7.4 Fireplace Chimneys and Flues. Fireplace Chimneys located on any perimeter wall of the dwelling shall be of masonry or masonry veneer construction. A chimney located on any perimeter wall of the dwelling that penetrates the roof must be masonry below the roof but may be "Masonite"®, or other approved material, above the roof. Fireplace chimneys and flue terminations shall be of standard design agreed to and approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee, as appropriate. No exposed non-painted spark arrestors will be permitted.

3.7.5 Roofing. The roof of the dwelling erected on any lot shall be 30-Year Warranty Architectural grade composition or fiberglass shingle in the "gray" weathered wood color.

3.7.6 Gutters and Downspouts. Rain gutters and downspouts shall be provided around entire house, or as agreed to and approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee, as appropriate.

3.7.7 Traditional Homesites: Fencing may be of approved polyvinyl chloride (PVC), masonry, black wrought iron or wood material not exceeding six (6) feet in height as measured from the bottom of the pickets at grade to the top of the pickets or wall. Fencing layout must preserve views to open areas.

3.7.8 Open Space Homesites: Fencing, if desired, along the rear yard lot line of homes backing up to the open space area (Lots 6, 7 and 19-24 and 27-52, Block 1, CREEKSIDE AT FOREST RIDGE) must use black wrought iron not to exceed 5' tall, with or without brick pilasters or columns. Fencing along Side Yards of these homesites may use a combination of black wrought iron and approved PVC, masonry, or wood fencing, not exceeding 6' in height as measured above, with the provision that 6' fencing must begin a gradual step down from 6' tall to meet the wrought iron fencing which will come into the property 12' from the fence at the rear yard lot line. Views to the open space area from adjacent lots will be taken into consideration on approving the fencing layout on Lakefront homes. However, 360 degree views will not be guaranteed.

3.7.9 Waiver. The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge may waive, in the particular instance, the building material requirements set out in Subsection 3.7 of this Section III.

3.8 Commercial Structures

No building or structure shall be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot, except as set forth in Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

3.9 Existing Dwellings

No existing erected dwelling may be moved onto or placed on any lot. Mobile or modular homes are strictly prohibited.

3.10 Antennas

No external radio, television or other antennas, of any kind or nature (including, but not limited to "satellite dishes") or other device for the reception or transmission of radio, microwave or other similar signals, shall be placed, or maintained upon unenclosed portions of any lot except satellite dishes 20 inches in diameter or less as approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee.

3.11 Vehicle Storage and Parking

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No boats, trailers, buses, motor homes, campers, or other similar type vehicles shall be parked or stored in or upon any part of CREEKSIDE AT FOREST RIDGE (including common areas) except within an enclosed garage on a lot. No vehicle shall be repaired or rebuilt anywhere in CREEKSIDE AT FOREST RIDGE including on any lot or upon the streets of CREEKSIDE AT FOREST RIDGE. No vehicle shall be parked on the streets in CREEKSIDE AT FOREST RIDGE on a regular basis or for more than a twenty-four (24) hour period except in such parking areas as may be designated by the Forest Ridge Homeowners' Association, Inc. The Forest Ridge Homeowners' Association, Inc., may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the owner thereof in any manner consistent with law.

3.12 Driveway and Walks

All driveways and walks between the street and garage shall be constructed of concrete or masonry. River gravel exposed aggregate concrete, patterned and/or stained concrete may be used for private walks when compatible with the design of the residence, subject to the approval of the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

3.13 Pedestrian Jogging Trails and Parks

For the common use and benefit of the Forest Ridge Homeowners' Association, Inc., the Owner/Developer may develop certain pedestrian jogging trails and parks for subsequent conveyance to the Forest Ridge Homeowners' Association, Inc. All motorized recreational vehicles are strictly prohibited upon the trails and within the parks. The maintenance of fencing, bridges, trails, landscaping, or other improvements erected along the trails or within any park, by the Owner/Developer incidental to the development of the subdivision or erected by the Forest Ridge Homeowners' Association, Inc., shall be the obligation of the Forest Ridge Homeowners' Association, Inc.

3.14 Boundary Fences

Boundary Fences on internal boundaries/property lines should be installed on (but not over) the common property boundary but in any event, must be installed within six (6) inches of the common Property Boundary or as close as site conditions allow. Adjacent properties owners are granted the right to extend over the common property line to attach their fencing to the existing fencing. The rights granted herein shall be appurtenant to the land and shall pass to such owner's successors-in-title.

3.15 Fence and Landscape Easements

The Owner/Developer herein establishes and reserves for subsequent conveyance to the Forest Ridge Homeowners' Association, Inc., formed pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge, a perpetual non-exclusive easement to erect and maintain fencing, walls, landscaping, and/or irrigation along the North property boundary of the subdivision and adjacent to the right-of-way of East Kenosha Street within the Fence and Landscape Easement depicted on the accompanying plat.

SECTION IV. RESERVATIONS

4.1 Reservation of Mineral Rights

4.1.1 The undersigned, THE ROBSON COMPANIES, INC., hereby reserves unto itself, its successors and assigns, any and all interest in and to oil, gas and other minerals therein and thereunder and all rights, interests and estates and whatsoever nature instant thereto or arising therefrom.

4.2 Reservation of Water Rights

4.2.1 The undersigned, THE ROBSON COMPANIES, INC., hereby reserves unto itself, its successors and assigns all water and all water rights therein or thereunder, and all rights, interests and estates of whatsoever nature instant thereto or arising therefrom, including the water standing on the land, flowing over or under its surface (whether or not forming a definite stream), water running in a definite stream, formed by nature, over, under the surface and all ground water, and the right to control the damming up or otherwise using the bed of a stream for the collection or storage of water.

SECTION V.  
ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 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, and all parties claiming under them, and otherwise, shall be enforceable as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, including, without limitation, specifically Article XII thereof.

5.2 Duration

These restrictions shall remain in full force and effect until amended and terminated pursuant to procedures as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 25, 1990, and recorded October 25, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma. If any of the options, privileges, covenants or rights created by this Certificate of Dedication, Restrictions and Covenants for "CREEKSIDE AT FOREST RIDGE" shall be unlawful, void or voidable for violations of the rule against perpetuities then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of Bruce A. Robson.

5.3 Amendment or Termination

The covenants contained herein, may be amended or terminated, in whole or in part, in accordance with the guidelines set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686, and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, including without limitation, Article XIII thereof.

5.4 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 thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, THE ROBSON COMPANIES, INC., an Oklahoma corporation has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2021.

THE ROBSON COMPANIES, INC. ATTEST: (CORPORATE SEAL).  
an Oklahoma corporation

John J. Robson, President

Davis Robson,  
Assistant Corporate Secretary

STATE OF OKLAHOMA )  
 )s.s.  
COUNTY OF WAGONER )

Before me, the undersigned, a notary public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2021 personally appeared John J. Robson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

Notary Public  
My Commission No. 14006031  
expires : July 7<sup>th</sup>, 2022

CERTIFICATE OF SURVEY

I, Bobby D. Long, 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 "TORREY LAKES", a subdivision in the City of Jenks, 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.

Bobby D. Long  
Registered Professional Land Surveyor  
Oklahoma No. 1886



STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

The foregoing Certificate of Survey was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Bobby D. Long.

Jack Taber, Notary Public  
My commission No. is 12005192  
My commission expires May 31, 2024

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

CREEKSIDE AT FOREST RIDGE  
Date of Preparation: March 8, 2021 Sheet 3 of 3



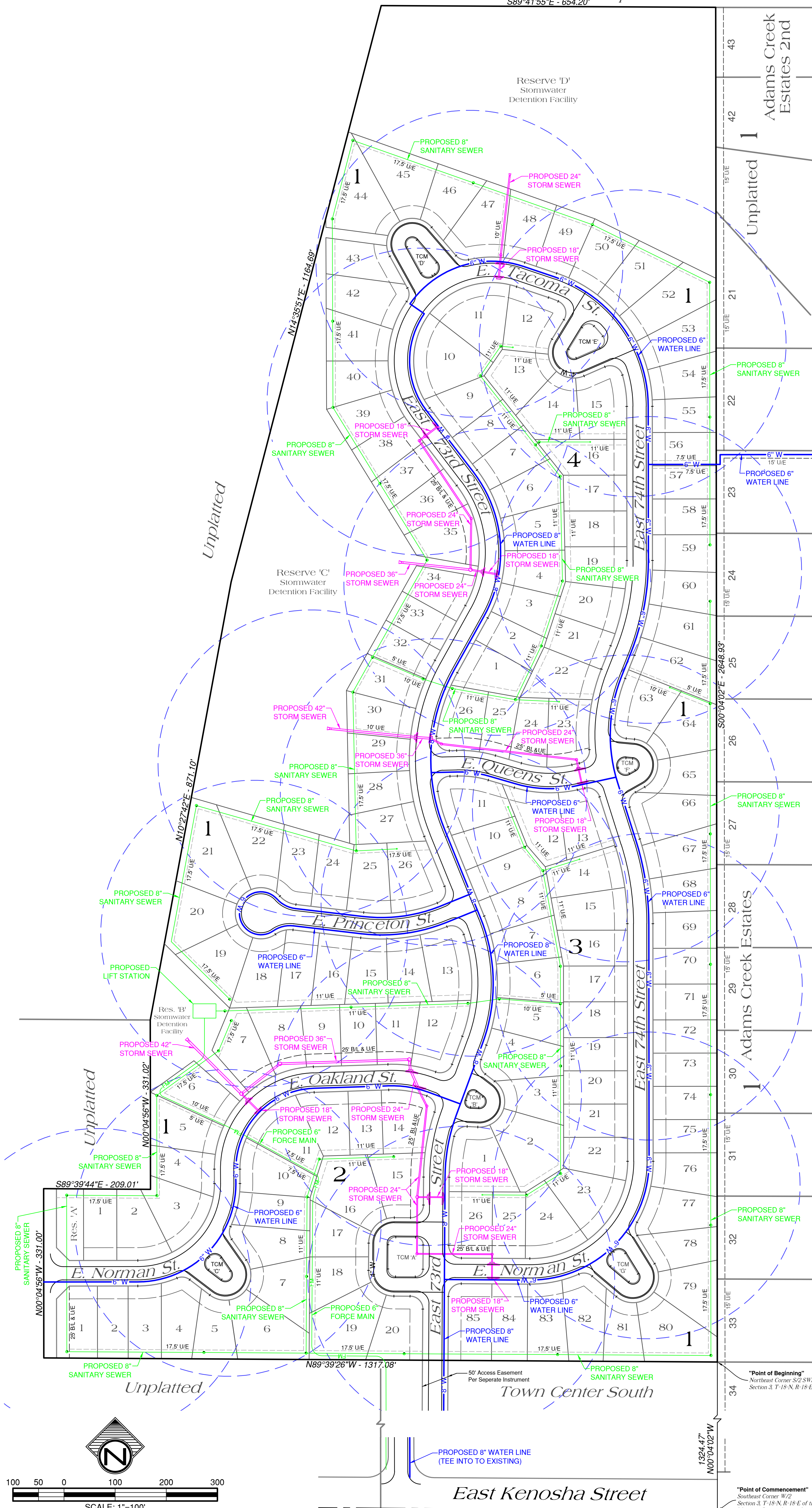
Conceptual Utility Plan

# Creekside at Forest Ridge

A Subdivision in the City of Broken Arrow, being a part of the W/2 of Section 3, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma

Unplatted

S89°41'55"E - 654.20'



**WAGONER COUNTY**

**R - 15 - E**

E. ALBANY ST. (E. 61st Street So.)

ONETA ROAD (So. 241st East Ave.)

**SITE**

Adams Creek Estates

Town Center South

MIDWAY ROAD (So. 257th East Ave.)

**Section 3**

**157 Lots - 59.4579 Acres**

**Legend**

Res. = Reserve	BL = Building Line
Bk. = Book	U/E = Utility Easement
Pg. = Page	ROW = Right of Way
F&E = Fence & Landscape Easement	T.C.M. = Traffic Control Median

**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 S 89°38'11" W along the South line of the W/2 of Section 3, T-18-N, R-15-E of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof.

**Benchmark**

A 1-1/2" aluminum cap stamped "BA 31" that is 43 feet north and 17 feet east of the center of the intersection of E. Kenosha St. and S. 273rd E. Ave.

Elevation = 699.44  
Vertical Datum=NAVD88

**Notes**

- Water to be supplied by the City of Broken Arrow.
- Sewage to be received by the City of Broken Arrow.
- \*Access is restricted and additional setbacks apply as per PUD 260 with lots designated "Driveway Access Limitation"

**Stormwater Detention**

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

**Backflow Preventer Valve Table**

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

ENGINEER / SURVEYOR

**Tulsa Engineering & Planning Associates, Inc.**  
an Oklahoma corporation  
9810 East 42nd Street, Suite 100  
Tulsa, Oklahoma 74146  
918.252.9621

CERTIFICATE OF AUTHORIZATION No. 531  
RENEWAL DATE: JUNE 30, 2021

OWNER / DEVELOPER

**The Robson Companies, Inc.,**  
an Oklahoma corporation  
901 North Forest Ridge Boulevard  
Broken Arrow, Oklahoma 74014  
918.357.2787

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

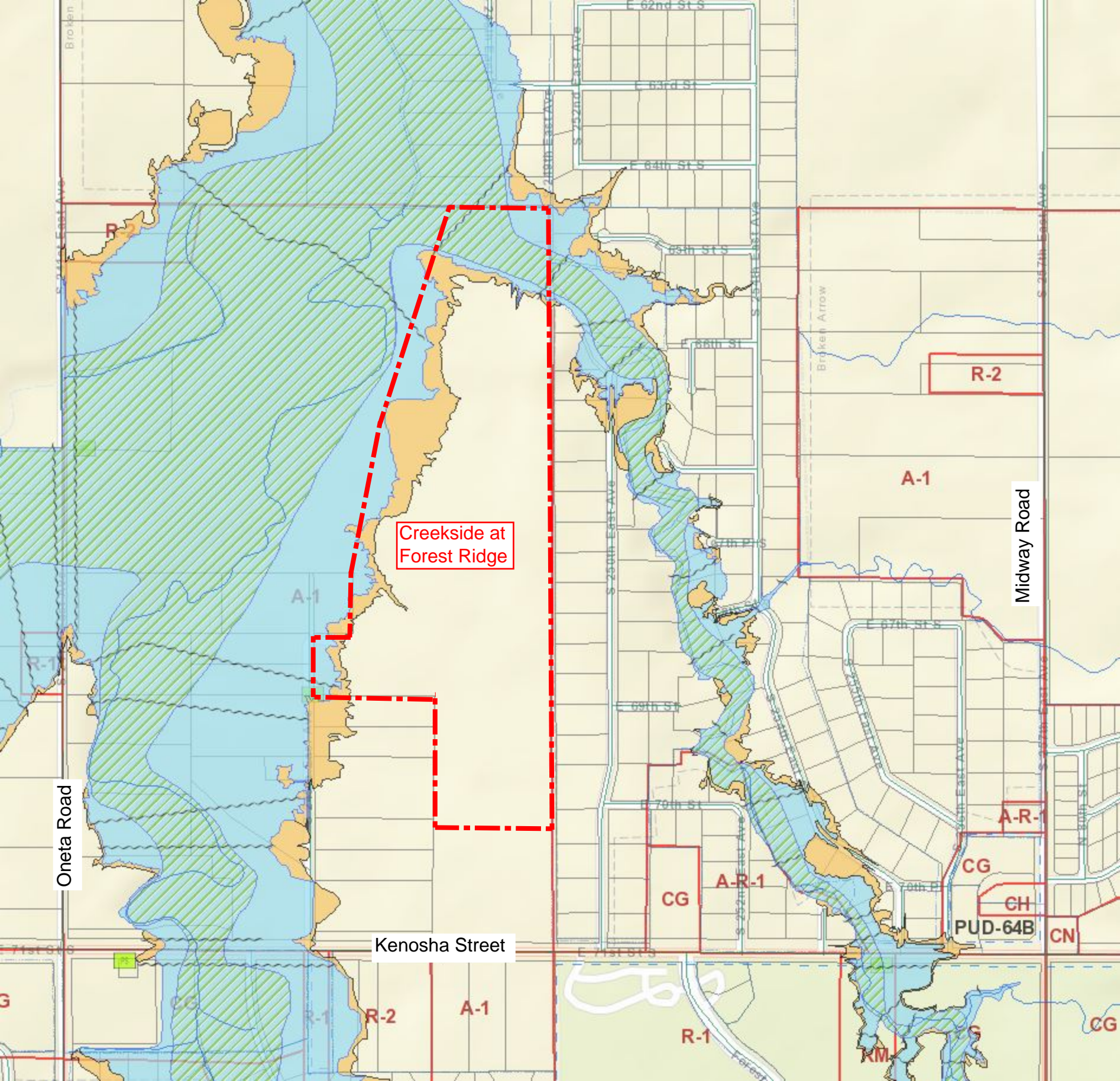
Creekside at Forest Ridge

PT17-105B Sheet 1 of 1

Date of Preparation: March 8, 2021

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Oneta Road

Kenosha Street

Midway Road

Creekside at  
Forest Ridge

R-2

A-1

A-R-1

CG

CH

PUD-64B

CN

CG

RM

S

R-1

CG

A-R-1

CG

A-1

R-2

A-1

R-1

CG

R



# City of Broken Arrow

## Request for Action

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**File #:** 21-456, **Version:** 1

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**Broken Arrow Planning Commission**  
**04-08-2021**

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

**Title:** Public hearing, consideration, and possible action regarding PUD-253C (Planned Unit Development Minor Amendment), North Rose Business Park, 1.58 acres, IL (Industrial Light) and PUD-253B, one-quarter mile north of Kenosha Street, one-quarter mile east of Elm Place

**Background:**

**Applicant:** Abdul Alhlou  
**Owner:** Abdul Alhlou  
**Developer:** Abdul Alhlou  
**Engineer:** JSA Architects  
**Location:** One-quarter mile north of Kenosha Street, one quarter mile east of Elm Place  
**Size of Tract** 1.58 acres  
**Present Zoning** IL/PUD-253B  
**Proposed Zoning:** IL/PUD-253C  
**Comp Plan:** Level 6

Planned Unit Development Minor Amendment (PUD) 253C, involves 1.58 acres located one-quarter mile north of Kenosha Street and one-quarter mile east of Elm Place. The property is platted as Lots 4 and 5, Block 1, North Rose Business Park, which was recorded in Tulsa County on June 3, 2019. This request for a minor amendment is to reduce the rear setback along the north boundary of the property.

On June 18, 2012, the City Council conditionally approved BACP-123, a request to change the Comprehensive plan designation on 6.51 acres from Level 2 (Urban Residential) to Level 6 (Regional Employment/Commercial). Approval was contingent upon the property being platted and developed through the PUD process.

On November 17, 2016, the City Council conditionally approved PUD-253 and BAZ-1965, a request to change the zoning from Residential Multifamily (RM), Single-Family (R-2), Commercial Neighborhood (CN), and Commercial Heavy (CH) to Industrial Light (IL) and PUD-253 for existing retail shop frontage, storage units, and office buildings.

PUD-253A, approved by City Council on July 2, 2018, divided the property into Development Areas A, B, and C with a public street being constructed between development areas A/C and B.



PUD-253B, approved by the City Council on June 2, 2020 was to allow medical marijuana commercial growing/cultivation as a permitted use in Development Area A.

With PUD-253C, the applicant is requesting to reduce the building setback from the northerly boundary of Development Area A from 30-feet to 28-feet. This request would only effect Lots 4 and 5, Block 1. The reason for this request is due to the easternmost storage unit being constructed approximately 1-foot over the rear setback line.

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

#### SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Development Guide	Zoning	Land Use
North	Level 3	RM	City of Broken Arrow Stormwater Detention facility
East	Level 2	ON	Commercial building under construction
South	Level 6	IL	Warehouse
West	Level 6	IL	Reserve Area

None of the property is located in a 100-year FEMA floodplain area.

The development proposed with PUD-253C is considered to be in compliance with the Comprehensive Plan in Level 6.

**Attachments:** Case map  
Aerial  
PUD-253C Design Statement  
Survey

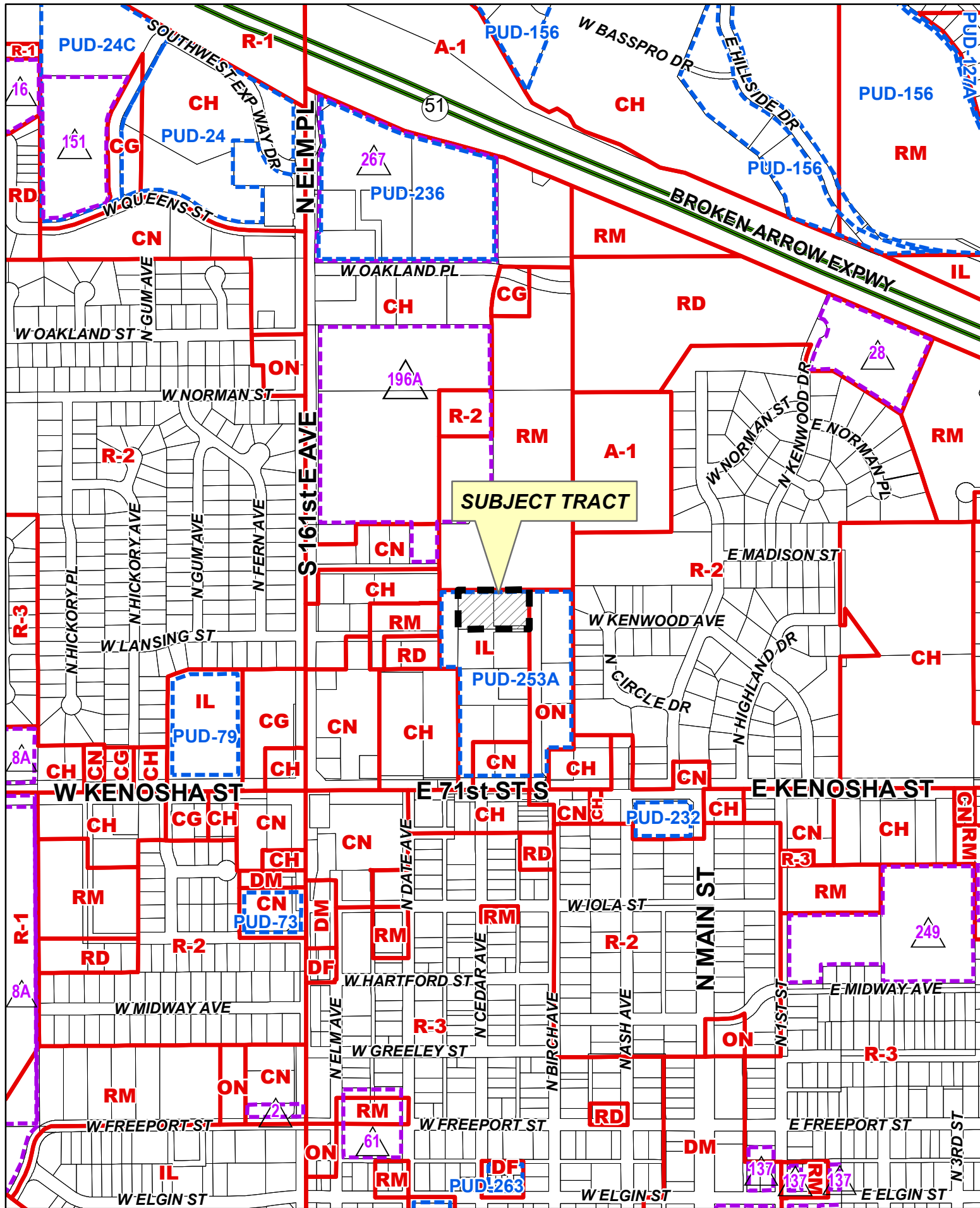
#### **Recommendation:**

Staff recommends that PUD-253C, minor amendment to PUD-253B for Lots 4 and 5, Block 1 of North Rose Business Park, be approved.

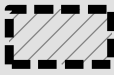
**Reviewed By:** Jill Ferenc

**Approved By:** Jill Ferenc

ALY

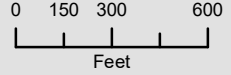


300' Radius



Subject Tract

PUD-253C



02 18-14







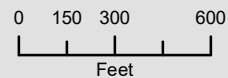
**SUBJECT TRACT**

Note: Graphic overlays may not precisely align with physical features on the ground.  
Aerial Photo Date February 2018



Subject  
Tract

**PUD-253C**



02 18-14





# **North Rose Business Park**

## **PUD-253C Design Statement**

This minor amendment to PUD-253C is for the purpose of reducing the rear setback requirement on Lots 4 and 5, Block 1, North Rose Business Park. When the easternmost storage unit was constructed, the building was constructed approximately 1 foot over the rear setback line. The reduction requested will bring the building into conformance with the PUD.

### **MINIMUM BUILDING SETBACK:**

From the northerly boundary of Development Area "A": 28 feet







# City of Broken Arrow

## Request for Action

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**File #:** 21-471, **Version:** 1

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**Broken Arrow Planning Commission**  
**04-08-2021**

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

**Title:** Public hearing, consideration, and possible action regarding BACP-175, Shops at Aspen Creek, 22.74 acres, Level 6 to Level 6 and Level 3, one-half mile west of Elm Place (161<sup>st</sup> E. Avenue), north of Tucson Street (121<sup>st</sup> E. Avenue)

**Background:**

**Applicant:** Lou Reynolds, Eller & Detrich, P.C.

**Owner:** Sig-Broken Arrow Ltd

**Developer:** Sig-Broken Arrow Ltd

**Engineer:** Tanner Consulting LLC

**Location:** One-half mile west of Elm Place (161<sup>st</sup> E. Avenue), north of Tucson Street (121<sup>st</sup> E. Avenue)

**Size of Tract** 22.74 acres

**Number of Lots:** 1

**Present Zoning:** A-1 (Agriculture) (PUD 220 and CH - Commercial Heavy approved subject to platting)

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

BACP-175 is a request to change the Comprehensive Plan designation on a 22.74-acre undeveloped tract of land from Level 6 to Level 6 and Level 3. The property, which is located one-half mile west of Elm Place (161<sup>st</sup> E. Avenue), north of Tucson Street (121<sup>st</sup> E. Avenue), is part of PUD-220 (Shops at Aspen Creek) and has an underlying zoning of CH (Commercial Heavy). The property is located between Warren Theater on the west and Wal-Mart to the east.

**Attachments:** Case map

**Recommendation:**

Staff recommends that BACP-175 be continued.

**Reviewed By:** Jill Ferenc

**Approved By:** Larry R. Curtis

BDM

