



City of Broken Arrow
Meeting Agenda
Planning Commission

Chairperson Lee Whelpley
Vice Chair Ricky Jones
Member Fred Dorrell
Member Jaylee Klempa

Thursday, April 22, 2021

5:00 PM

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

1. Call To Order

2. Roll Call

3. Old Business

4. Consideration of Consent Agenda

- A. [21-517](#) Approval of Planning Commission meeting minutes of April 8, 2021

Attachments: [04 08 2021 Planning Commission Minutes](#)

- B. [21-491](#) Approval of PT21-102, Preliminary Plat, Battle Creek Commercial Center, 4.92 acres, 2 Lots, PUD-94/CG to PUD-94X/CG and CH, north of the Broken Arrow Expressway and Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue)

Attachments: [2-CHECKLIST - SUBDIVISION](#)
 [3-PRELIMINARY PLAT AND COVENANTS](#)
 [4-CONCEPTUAL UTILITY PLAN](#)

- C. [21-510](#) Approval of BAL-2119, Aspen Square Center/I.D.C. Center II, 1 Existing Lot, 1.66 acres, CN and CH/PUD-74, one-eighth mile north of Washington Street (91st Street), east of Aspen Avenue (145th E. Avenue)

Attachments: [2-BAL-2119 EXHIBITS AND LEGAL DESCRIPTIONS](#)
[3-CASE MAP.BAL 2119](#)
[4-AERIAL.BAL 2119](#)
[5-I.D.C. CENTER II PLAT](#)
[6-PUD 74 AND BAZ 1152](#)
[7-BAL 597 LOT SPLIT](#)
[8-ASPEN SQUARE MINI STORAGE SITE PLAN](#)

- D. [21-511](#) Approval of BAL-2120CB, Aspen Square Center/I.D.C. Center II, 1 Proposed Lot, 2.72 acres, CN and CH/PUD-74, one-eighth mile north of Washington Street (91st Street), east of Aspen Avenue (145th E. Avenue)

Attachments: [2-LOT COMBINATION EXHIBITS AND LEGAL DESCRIPTIONS](#)
[3-CASE MAP.BAL-2120CB](#)
[4-AERIAL.BAL-2120CB](#)
[5-I.D.C. CENTER II PLAT](#)
[6-PUD 74 AND BAZ 1152](#)
[7-BAL 597 LOT SPLIT](#)
[8-ASPEN SQUARE MINI STORAGE SITE PLAN](#)

- E. [21-474](#) Approval of BAL-2122 (Lot Split), BAPS PAC Lot Split, 2 Lots, 3.26 acres, northeast corner of Main Street and Houston Street (81st Street)

Attachments: [2-CASE MAP](#)
[3-AERIAL](#)
[4-Exhibit and Legal Descriptions](#)
[5-BAPS Performing Arts and Edu Service](#)

- F. [21-520](#) Approval of a modification to Section 4.1(n) of the Land Subdivision Code for Ellis Property, approximately 2.72 acres, A-RE (Annexed Residential Estate) to RS-1 (Single-family Residential), one-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road), one-third mile north of New Orleans Street (101st Street)

Attachments: [2-CASE MAP](#)
[3-AERIAL](#)

5. Consideration of Items Removed from Consent Agenda

6. Public Hearings

- A. [21-518](#) Public hearing, consideration, and possible action regarding PUD-322 (Planned Unit Development), Old Hitching Post, approximately 0.84 acres, A-1 (Agricultural) to CN (Commercial Neighborhood), northeast corner of Main Street and Washington Street (91st Street)

Attachments: [2-Case Map](#)
[3-Aerial](#)
[4-Comprehensive Plan](#)
[5-Design Statement](#)

- B. [21-519](#) Public hearing, consideration, and possible action regarding BAZ-2082 (Rezoning), Ellis Property, approximately 2.72 acres, A-RE (Annexed Residential Estate) to RS-1 (Single-family Residential), one-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road), one-third mile north of New Orleans Street (101st Street)

Attachments: [2-CASE MAP](#)
[3-AERIAL](#)
[4-CompPlan](#)
[5-Conceptual Future Lot Split](#)

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.

City Clerk



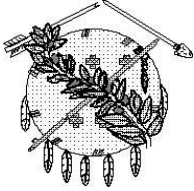
City of Broken Arrow

Request for Action

File #: 21-517, **Version:** 1

Broken Arrow Planning Commission
04-22-2021

To: Chairman and Commission Members
From: Community Development Department
Title: Approval of Planning Commission meeting minutes of April 8, 2021
Background: Minutes recorded for the Broken Arrow Planning Commission meeting.
Attachments: 04 08 2021 Planning Commission Minutes
Recommendation: Approve minutes of Planning Commission meeting held April 8, 2021.
Reviewed By: Jill Ferenc
Approved By: Larry R. Curtis



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

Thursday, April 8, 2021

Time 5:00 p.m.

Council Chambers

1. Call to Order

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

2. Roll Call

Present: 4 - Julea' Merriott, Jaylee Klempa, Ricky Jones, Lee Whelpley
Absent: 1 - Fred Dorrell

3. Old Business

There was no Old Business.

4. Consideration of Consent Agenda

Staff Planner Amanda Yamaguchi presented the Consent Agenda.

A. 21-457

Approval of Planning Commission meeting minutes of March 25, 2021

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)

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

Vice Chairperson Ricky Jones clarified whether the posted Agenda contained the date of today's Meeting. Planning and Development Manager Jill Ferenc confirmed the posted Agenda contained the proper date.

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 Julea' Merriott, seconded by Jaylee Klempa.

Move to approve the Consent Agenda

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Julea' Merriott, 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. 21-456

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

Ms. Yamaguchi reported Planned Unit Development Minor Amendment (PUD) 253C, involved 1.58 acres located one-quarter mile north of Kenosha Street and one-quarter mile east of Elm Place. She stated the property was platted as Lots 4 and 5, Block 1, North Rose Business Park, which was recorded in Tulsa County on June 3, 2019. She noted this request for a minor amendment was to reduce the rear setback along the north boundary of the property. She stated 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. She stated with PUD-253C, the applicant was 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. She explained the reason for this request was due to the easternmost storage unit being constructed approximately 1-foot over the rear setback line. She stated the development proposed with PUD-253C was considered to be in

compliance with the Comprehensive Plan in Level 6. She stated based on the location of the property and the surrounding land uses, Staff recommended PUD-253C, the Minor Amendment to PUD-253B, for lots 4 and 5, block 1, be approved.

The applicant, Abdul Alhlou, address 1813 W. Canton Court, Broken Arrow, stated he was in agreement with Staff recommendations.

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

MOTION: A motion was made by Ricky Jones, seconded by Julea’ Merriott.

Move to approve Item 6A per Staff recommendations

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Julea’ Merriott, Ricky Jones, Lee Whelpley

Chairperson Whelpley indicated this Item would not go before City Council.

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)

Ms. Yamaguchi reported Staff received notice on Tuesday, after the Agenda was published, that the applicant wished to withdraw the application. She noted if there were any similar request in the future, another public notice would be sent out, and a sign would be placed on the property. She stated this Item has been withdrawn by the applicant.

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 5:06 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: 4 - Jaylee Klempa, Julea’ Merriott, Ricky Jones, Lee Whelpley



City of Broken Arrow

Request for Action

File #: 21-491, **Version:** 1

Broken Arrow Planning Commission
04-22-2021

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

Approval of PT21-102, Preliminary Plat, Battle Creek Commercial Center, 4.92 acres, 2 Lots, PUD-94/CG to PUD-94X/CG and CH, north of the Broken Arrow Expressway and Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue)

Background:

Applicant: Tim Terral, Tulsa Engineering and Planning, Associates, Inc.
Owner: BC Land Holding Company, LLC
Developer: BC Land Holding Company, LLC
Engineer: Tulsa Engineering and Planning, Associates, Inc.
Location: North of the Broken Arrow Expressway and Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue)
Size of Tract 4.92 acres
Number of Lots: 2
Present Zoning: PUD-94/CG to PUD-94X/CG and CH
Comp Plan: Level 6

PT21-102, the preliminary plat for Battle Creek Commercial Center, contains 4.92 acres with 2 proposed lots. This property, which is located north of the Broken Arrow Expressway and Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue), is presently zoned PUD-94/CG. On March 2, 2021, the City Council approved PUD-94X along with BAZ-2079, a request to change the underlying zoning on the property from CG to CG and CH, subject to the property being platted.

PUD-94X divided the 4.92 acres into two Tracts, A and B. Tract A, which is the same as Lot 1, Block 1, contains 3.00 acres. This lot will be developed in accordance with the use and development regulations of the CG district except as modified by the PUD. A Kennel and Animal Training School is being contemplated on this property, however, all uses allowed in the CG district are permitted. The kennels will be screened from Albany Drive by existing and proposed trees and other landscaping. Architectural metal fencing will also be used around the kennel area.

Tract B, which is being platted at Lot 2, Block 1, contains 1.92 acres. This lot will be developed in accordance with the use and development regulations of the CG district, except as modified by the PUD.

According to FEMA maps, none of the property is in a 100-year floodplain area. Water and sanitary sewer service will be provided by the City of Broken Arrow. A high-pressure pipeline passes through Lot 2, Block 1. In accordance with the Subdivision Regulations, the preliminary plat shows a 50-foot building line setback from each side of the pipeline.

Attachments: Checklist
 Preliminary plat and covenants
 Conceptual utility plan

Recommendation:

Staff recommends PT21-102, preliminary plat for Battle Creek Commercial Center, 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: Battle Creek Commercial Center

CASE NUMBER: PT21-102

RELATED CASE NUMBERS: PUD-94X and BAZ-2075

COUNTY: Tulsa

SECTION/TOWNSHIP/RANGE: Section 34/T19N/R14E

GENERAL LOCATION: North of the Broken Arrow Expressway and Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue)

CURRENT ZONING: PUD-94/CG (PUD-94X/CG and CH approved subject to platting)

SANITARY SEWER BASIN: Haikey Creek

STORM WATER DRAINAGE BASIN: Haikey Creek

ENGINEER: Tulsa Engineering & Planning Associates, Inc.

ENGINEER ADDRESS: 9810 E. 42nd Street, Suite 100

Tulsa, OK 74146

ENGINEER PHONE NUMBER: 918-252-9621

DEVELOPER: BC Land Holding Company, LLC

DEVELOPER ADDRESS: 12150 E. 96th Street North, Suite 202

Owasso, OK 74055

DEVELOPER PHONE NUMBER: 918-376-6536

PRELIMINARY PLAT

APPLICATION MADE: March 22, 2021

TOTAL ACREAGE: 4.92

NUMBER OF LOTS: 2

TAC MEETING DATE: April 13, 2021

PLANNING COMMISSION MEETING DATE: April 22, 2021

COMMENTS:

1. _____ Provide the document number for the right-of-way dedication along Albany Drive and along Albany Street, or show right-of-way to be dedicated by this plat.
2. _____ Prior to the plat being recorded, provide a document number for the 15' Temporary ODE on the north side of Fargo Street.
3. _____ Provide a written statement (email is acceptable) that the centerline of the western most access point is at least 150 feet from the centerline of the closest access point on the north side of Albany Drive.
4. _____ Place case number (PT21-102) in lower right corner of plat.
5. _____ Add the following statement above Section 2.1 of the covenants, "This PUD will be developed in accordance with the Broken Arrow Zoning Ordinance and the Use and Development Regulations of the CG District except as modified herein."
6. _____ In Section 2.1.7 of the covenants, change "Block 2" to "Block 1" and change "allowed" to "provided".
7. _____ In Section 2.1.8 of the covenants, last line of 2nd paragraph, add "...with masonry columns" to the end of the sentence.
8. _____ In Section 2.2.9, insert "wide" between 15' and Landscaped in the second line and between 20' and Landscape in the third line. In the 6th line, change 50 feet to 25 feet, and in the 9th line, change "50 lineal feet" to "30 lineal feet".
9. _____ In Section 2.3 revise the end of the first paragraph to say, "... metal panels, with the maximum coverage of the metal panels on the rear vertical exterior being 50%."
10. _____ In Section 2.4, revise the last sentence to say, "Rear vertical exteriors for building on Lot 1/Block 1 may include stucco textured metal panels or metal panels, with the maximum coverage of the metal panels on the rear vertical exterior being 50%."
11. _____ Add "B/L" and associated definition to the legend.
12. _____ Correct typo in the third line of Section 1.2.4 of the covenants.
13. _____ Add state plane information to Basis of bearings or benchmark box
14. _____ Add the FEMA firm panel number, effective date, and Zone X classification
15. _____ Add the curve information for the individual portions of Lots 1 & 2, and verify that the arc lengths equal the total length for C3 in the table.
16. _____ Increase the U/E along the back of both lots as needed to place the sanitary sewer in the back.

17. _____ Show the document number on the temporary off-site ODE and identify it as a standard ODE with the required width as needed for engineered ditch and the 10' access path along one side of the channel.
18. _____ See comments on preliminary engineering plans at the end of this checklist.

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:

19. _____

20. _____

21. _____

22. _____ 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.

23. _____ Finished floor elevations (FFE) shall be shown for each lot on the Final Plat.

24. _____ Show monuments on plat.

25. _____ Provide a closing statement that shows that the platted boundary meets the Survey Standards for Oklahoma, for accuracy and correctness.

26. _____

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)	\$ _____
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 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

1. Increase the separation between the sewer line and the proposed fire hydrant.
2. Increase the U/E along the back of the two lots and relocate the sanitary sewer or submit a construction variance, the sewer along the Stone Ridges Towne Center lot will need a construction variance.
3. Show the storm sewer that will connect to the off-site detention area.
4. The South 24" waterline is using a 12" line type, revise the text in the line type definition to use the 24" text instead of the 12" text.

OWNER / DEVELOPER
BC Land Holding Company, LLC
an Oklahoma Limited Liability Company
12150 East 96th Street North, Suite 202
Owasso, Oklahoma 74055
918.376.6536

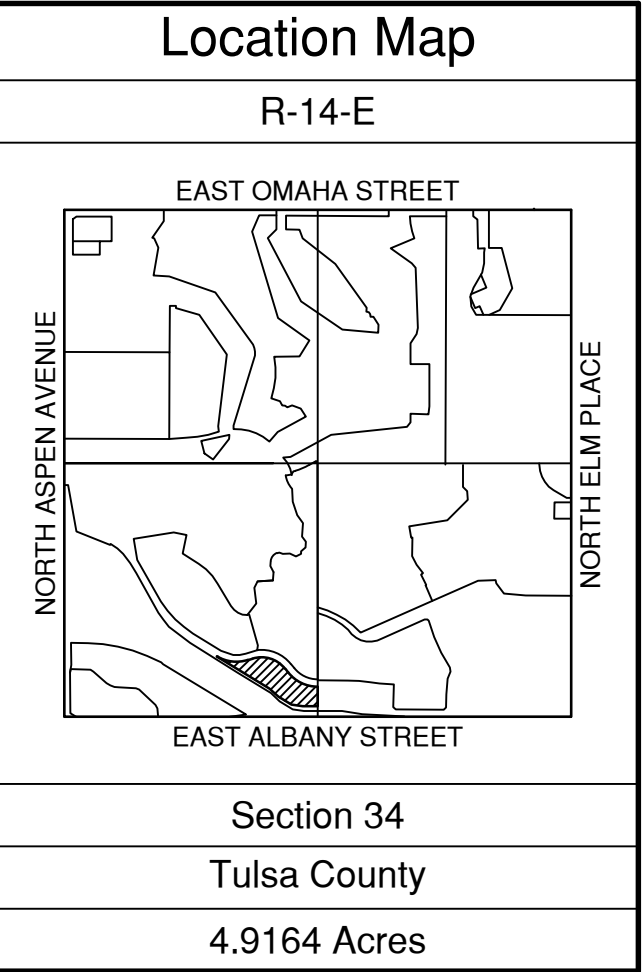
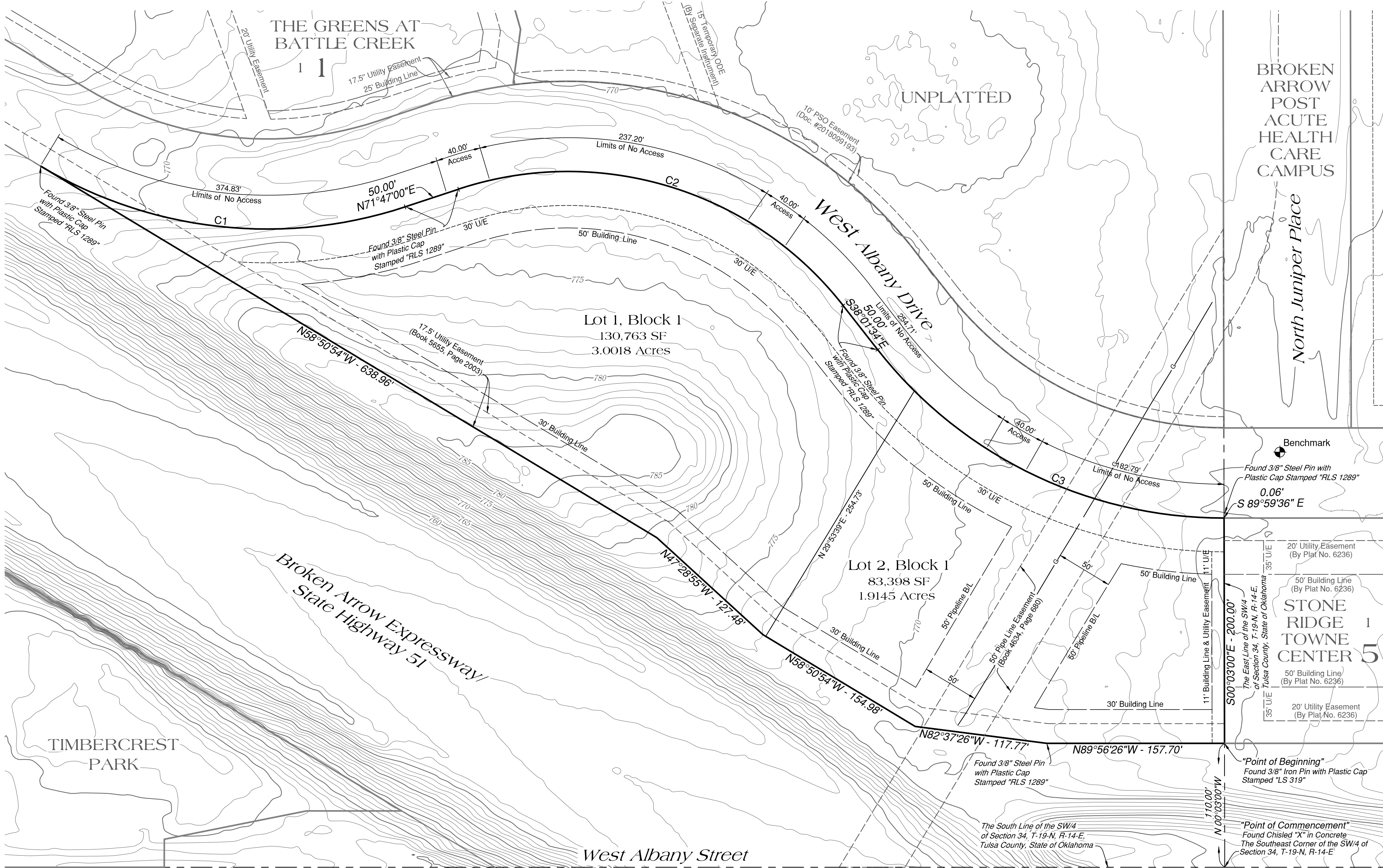
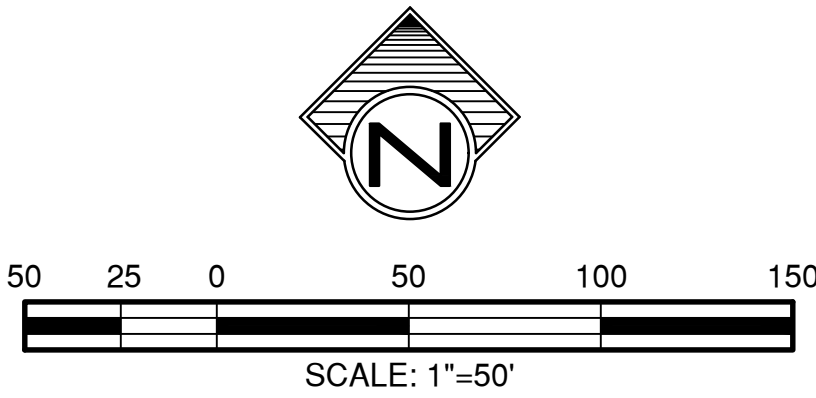
Preliminary Plat
PUD 94-X

Battle Creek Commercial Center

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

A subdivision in the City of Broken Arrow, being a part of the SE/4 SW/4 of Section 34,
Township 19 North, Range 14 East, Tulsa County, State of Oklahoma



Legend
U/E = Utility Easement ODE = Overland Drainage Easement

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.

Basis of Bearings
The non-astronomic bearings for this plat are based on an assumed bearing of S 00°03'00"E along the East line of the SW/4 of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Benchmark
Chiseled on top of curb at the west northwest curb return at the intersection of Albany Drive and Juniper Place.
Elevation = 764.67 NAVD 1988

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.

Stormwater Detention
Stormwater detention accommodations for this plat are provided in accordance with Detention Determination No. DD-012120-03. Stormwater detention for this plat will be provided adjacent to the site.

Notes
1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.
3. All buildings will require a backwater or backflow preventer for all sanitary sewer connections.

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	49°22'06"	390.00'	336.04'	S 83°31'57"E	325.74'
C2	70°11'28"	310.00'	379.77'	S 73°07'17"E	356.46'
C3	51°58'02"	390.00'	353.73'	S 64°00'35"E	341.73'

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

Mayor _____

Attest: City Clerk _____

Battle Creek Commercial Center
Date of Preparation: March 22, 2021
Sheet 1 of 2

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
BATTLE CREEK COMMERCIAL
CENTER
PUD 94X

KNOW ALL MEN BY THESE PRESENTS:

THAT BC Land Holding Company, L.L.C., an Oklahoma Limited Liability Company, 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 Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section Thirty-four (34) in Township Nineteen (19) North and Range Fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Tulsa County, State of Oklahoma, being more particularly described as follows:

Commencing at the SE corner of the SW/4 of Sec. 34, T-19-N, R-14-E, I.B.&M.; Thence N 00°03'00"W along the east line of said SW/4 a distance of 110.00 feet to the Point of Beginning being on the present highway right-of-way;

Thence N 89°56'26"W along said present highway right-of-way (until otherwise noted) a distance of 157.70 feet; Thence N 82°37'26"W a distance of 117.77 feet;

Thence N 58°50'54"W a distance of 157.98 feet; Thence N 47°28'55" W a distance of 127.48 feet;

Thence N 58°50'54"W a distance of 638.96 feet;

Thence leaving said present highway right-of-way and along the present right-of-way of West Albany Drive (until otherwise noted) being on a curve to the left having a radius of 390.00 feet, with a central angle of 49°22'06" , a chord bearing of S 83°31'57" E , a chord length of 325.74 feet, for a distance of 336.04 feet;

Thence N 71°47'00" E a distance of 50.00 feet;

Thence along a curve to the right having a radius of 310.00 feet, with a central angle of 70°11'26" , a chord bearing of S 73°07'17" E , a chord length of 356.46 feet, for a distance of 379.77 feet;

Thence S 38°01'34" E a distance of 50.00 feet;

Thence along a curve to the left having a radius of 390.00 feet, with a central angle of 51°58'02" , a chord bearing of S 64°00'35"E, a chord length of 341.73 feet, for a distance of 353.73 feet;

Thence S 89°59'36" E a distance of 0.06 feet to the east line of said SW/4;

Thence leaving said present right-of-way of West Albany Drive S 01°25'25" E a distance of 200.00 feet to the Point of Beginning.

Said tract contains 214,160 square feet, or 4.916 acres, more or less.

The non-astronomic bearings for said tract are based on an assumed bearing of N 00°03'00"W along the east line of the SW/4 of Section Thirty-four (34), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa 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 two (2) lots and one (1) block in conformity with the accompanying plat, and has designated the subdivision as "BATTLE CREEK COMMERCIAL CENTER", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION I. EASEMENTS AND UTILITIES

1.1 General Utility Easements

The Owner/Developer does hereby 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 Street light poles or standards shall be served by underground cable. 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 street as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easerment ways. 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 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 their 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 their 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 their 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 their 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, their 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 West Albany Drive 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, "BATTLE CREEK COMMERCIAL CENTER" was submitted as a planned unit development (entitled PUD 94X) 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 March 2, 2021 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 94X was approved by the Broken Arrow Planning Commission on February 25, 2021 and approved by the City of Broken Arrow City Council, on March 2, 2021; 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 "BATTLE CREEK COMMERCIAL CENTER" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on March 2, 2021, or as may be subsequently amended.

2.1 Development Standards - Lot 1/Block 1 (Commercial/Office):

- 2.1.1 Permitted Uses:
- Kennel and Animal Training School and uses permitted by Right or Specific Use Permit in the CG Zone District.
- 2.1.2 Land Area 3.0017 Acres
- 2.1.3 Maximum Floor Area 21,000 SF
- 2.1.4 Minimum Building Setbacks:
- from West Albany Street ROW 50 feet
- from Broken Arrow Expressway/ Hwy 51 ROW 30 feet
- from Internal Lot Lines 0 feet
- 2.1.5 Maximum Building Height 35 feet*
- * Architectural elements may exceed the maximum building height with Site Plan approval.
- 2.1.6 Minimum Open Space Area: 20.0 %
- 2.1.7 Minimum Off-Street Parking: To be provided in accordance with "Section 5.4 - Off Street Parking and Loading" of the City of Broken Arrow Zoning Ordinance, except that the parking ratio for Veterinary Clinic/Hospital, Kennel and Animal Training School will be 1 space/225 SF. A cross-parking agreement will be allowed between Lot 1/Block 1 and Lot 2/Block 2.

2.1.8 Landscaping: Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance, except that a 15' Landscaped Buffer shall be provided along West Albany Drive and a 20' Landscape Buffer shall be provided along the Broken Arrow Expressway and West Albany Street. Within the Landscape Buffer next to the southern boundary of Lot 1/Block 1, at least one tree shall be planted for every 25 lineal feet of landscape area of which at least 50% shall be evergreen. Within the Landscape Buffer next to West Albany Drive of Lot 1/Block 1, at least one tree shall be planted for every 30 lineal feet of landscape area of which at least 50% shall be evergreen. All trees shall be medium to large trees unless there are conflicts with overhead power lines. Trees may be grouped together or evenly spaced. Existing trees can be counted towards the required number of trees per Section 5.2.C.2.a. Tree locations will be shown on the formal Landscape Plan submittal and will indicate size, type and location of preserved and proposed trees.

Kennels will be screened from Albany Drive by existing and proposed trees and landscaping. Architectural metal fencing can be used to aid in the screening as well. Kennels will be screened from the Broken Arrow Expressway by the native topography/hillside, trees and a 6' opaque screening fence.

2.1.9 Signage: To be provided in accordance with "Section 5.7 - Signs" of the City of Broken Arrow Zoning Ordinance. Free-standing signs along West Albany Drive shall be monument signs not exceeding a height of 8 feet and a size of 96 SF. All signs shall have a monument base made of similar materials as the main structure/building on that lot. There will be a maximum of one pylon sign allowed on Lot 1/Block 1, and it shall be limited to 25 feet in height and a size of 300 SF.

3.1.10 Sidewalks: Sidewalks along West Albany Drive are to be 5 feet in width.

2.2 Development Standards - Lot 2/Block 1 (Commercial/Office):

- 2.2.1 Permitted Uses: Uses permitted by Right or Specific Use Permit in the CG Zone District
- 2.2.3 Land Area 1.9145 Acres
- 2.2.4 Maximum Floor Area 17,500 SF
- 2.2.5 Minimum Building Setbacks*:
- from West Albany Street ROW 50 feet
- from Broken Arrow Expressway/ Hwy 51 ROW 30 feet
- from Internal Lot Lines 0 feet
- from East Development Line 11 feet
- * Buildings will be setback 50 feet from any pipeline, per the City of Broken Arrow Subdivision Regulations.
- 2.2.6 Maximum Building Height 35 feet**
- ** Architectural elements may exceed the maximum building height with Site Plan approval.
- 2.2.7 Minimum Open Space Area: 20.0 %
- 2.2.8 Minimum Off-Street Parking: To be provided in accordance with "Section 5.4 - Off Street Parking and Loading" of the City of Broken Arrow Zoning Ordinance. A cross-parking agreement will be provided between Lots 1 and 2/Block 1.

2.2.9 Landscaping: Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance, except that a 15' Landscaped Buffer shall be provided along West Albany Drive and a 20' Landscape Buffer shall be provided along the Broken Arrow Expressway and West Albany Street. Within the Landscape Buffer next to the southern boundary of Lot 2/Block 1, at least one tree shall be planted for every 50 lineal feet of landscape area of which at least 50% shall be evergreen. Within the Landscape Buffer next to West Albany Drive of Lot 2/Block 1, at least one tree shall be planted for every 50 lineal feet of landscape area of which at least 50% shall be evergreen. All trees shall be medium to large trees unless there are conflicts with overhead power lines. Trees may be grouped together or evenly spaced. Existing trees can be counted towards the required number

of trees per Section 5.2.C.2.a. Tree locations will be shown on the formal Landscape Plan submittal and will indicate size, type and location of preserved and proposed trees.

2.2.10 Signage: To be provided in accordance with "Section 5.7 - Signs" of the City of Broken Arrow Zoning Ordinance. Free-standing signs along West Albany Drive shall be monument signs not exceeding a height of 8 feet and a size of 96 SF. All signs shall have a monument base made of similar materials as the main structure/building on that lot. There will be a maximum of one pylon sign allowed on Lot 2/Block 1, and it shall be limited to 25 feet in height and a size of 300 SF.

2.2.11 Sidewalks: Sidewalks along West Albany Drive are to be 5 feet in width.

2.3 Building Facades:

Lot 1/Block 1 - Building Facades will be in accordance with Section 5.8.G.1. of the Zoning Ordinance, except that the front vertical exteriors may include fiber cement panels; the side vertical exteriors may include fiber cement panels and stucco textured metal panels; and the rear vertical exteriors may include stucco textured metal panels or metal panels.

Lot 2/Block 1 - Building Facades will be in accordance with Section 5.8.G.1. of the Zoning Ordinance.

2.4 Highway Overlay District:

Lot 1/Block 1- Building Design will be in accordance with the Highway Design Overlay District standards in Section 5.8.I.4. of the Zoning Ordinance, except that the rear vertical exteriors for buildings shall be exempt from these requirements because the rear vertical exteriors will not be visible from the highway. Rear vertical exteriors for buildings on Lot 1/Block 1 may include stucco textured metal panels or metal panels.

Lot 2/Block 1 - Building Design will be in accordance with the Highway Design Overlay District standards in Section 5.8.I.4. of the Zoning Ordinance.

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. 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 "BATTLE CREEK COMMERCIAL CENTER". 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 "BATTLE CREEK COMMERCIAL CENTER" 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 "BATTLE CREEK COMMERCIAL CENTER" 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. 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: BC Land Holding Company, L.L.C., and Oklahoma Limited Liability Company, has executed this instrument this _____ day of _____, 2021.

BC Land Holding Company, L.L.C.
an Oklahoma Limited Liability Company

David E. Charney, President
President, BC Land Holding Company, L.L.C.

State of Oklahoma)
) ss
County of Tulsa)

This instrument was acknowledged before me this _____ day of _____, 2021, by David E. Charney, President of BC Holding Company, L.L.C., an Oklahoma Limited Liability Company..

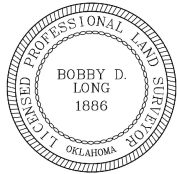
Notary Public
My commission No. is _____
My commission expires _____

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 "BATTLE CREEK COMMERCIAL CENTER", 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 _____, 2021.

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



State of Oklahoma)
) s.s.
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

OWNER / DEVELOPER
BC Land Holding Company, LLC
an Oklahoma Limited Liability Company
12150 East 96th Street North, Suite 202
Owasso, Oklahoma 74055
918.376.6536

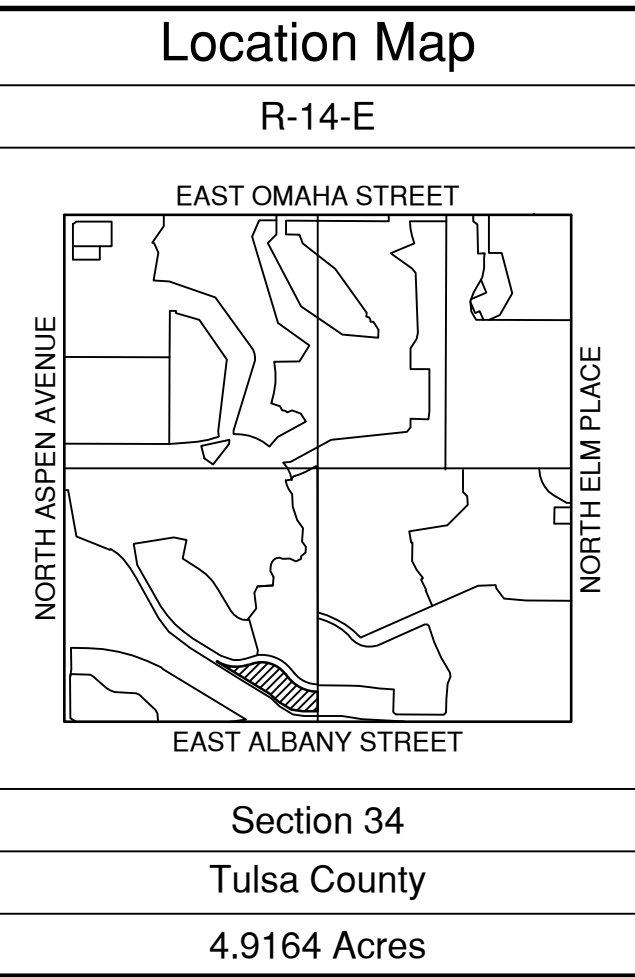
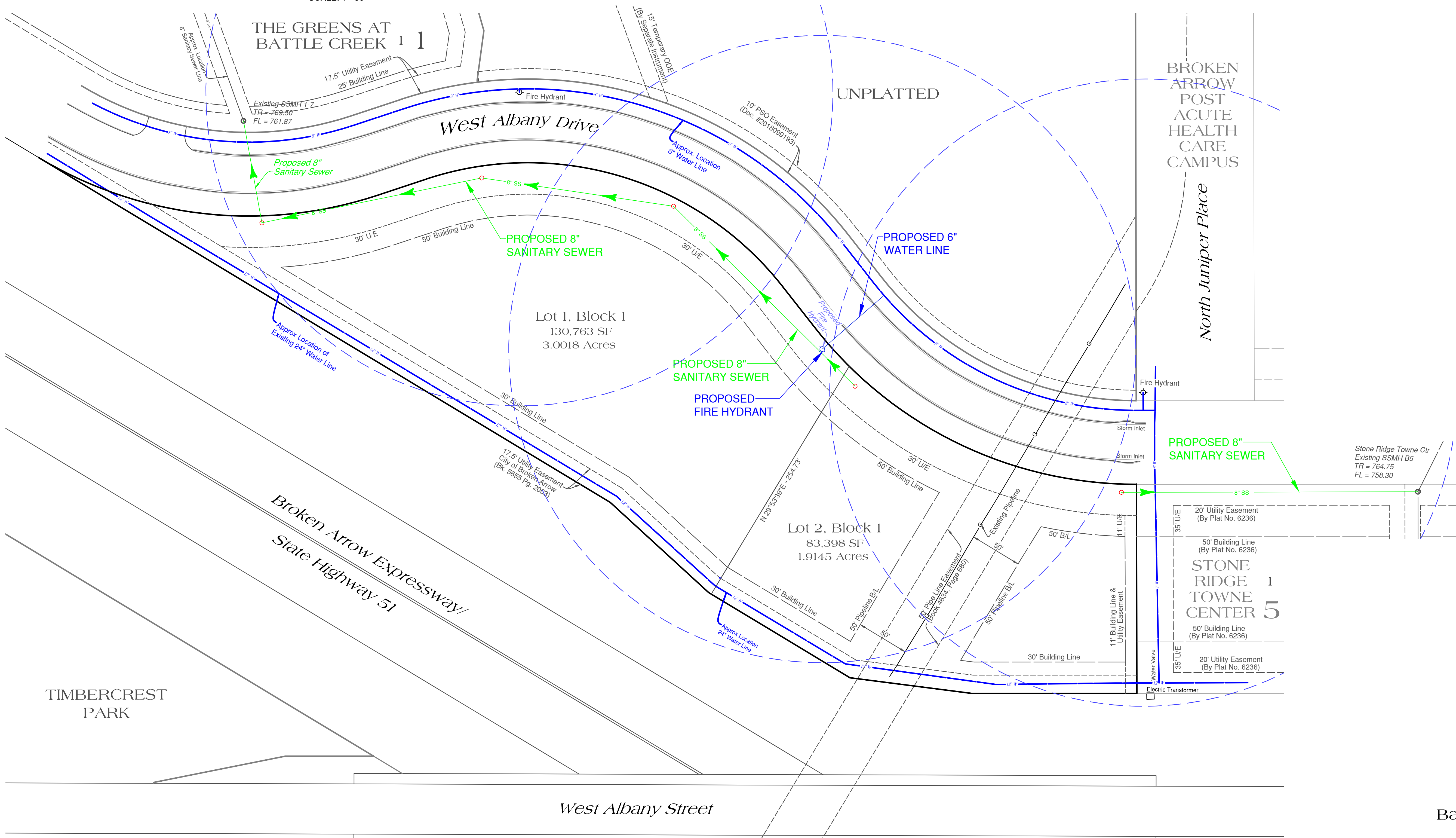
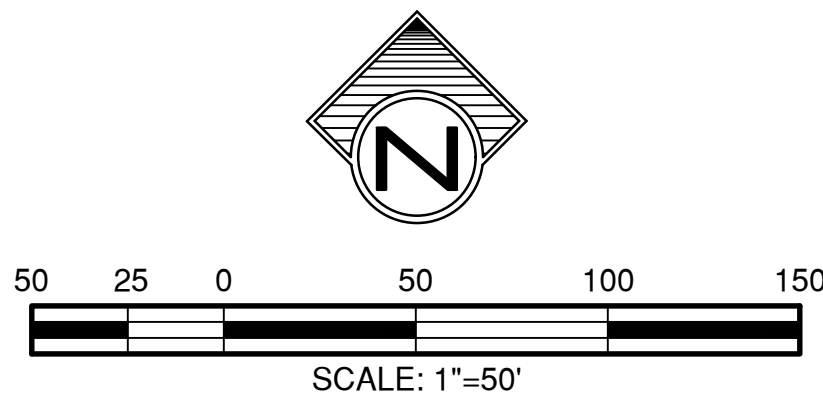
Conceptual Utilities Plan
PUD 94-X

Battle Creek Commercial Center

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

A subdivision in the City of Broken Arrow, being a part of the SE/4 SW/4 of Section 34,
Township 19 North, Range 14 East, Tulsa County, State of Oklahoma



Legend
U/E = Utility Easement ODE = Overland Drainage Easement

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.

Basis of Bearings
The non-astronomic bearings for this plat are based on an assumed bearing of S 00°03'00"E along the East line of the SW/4 of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Benchmark
Chiseled on top of curb at the west northwest curb return at the intersection of Albany Drive and Juniper Place.
Elevation = 764.67 NAVD 1988

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.

Stormwater Detention
Stormwater detention accommodations for this plat are provided in accordance with Detention Determination No. DD-012120-03. Stormwater detention for this plat will be provided adjacent to the site.

Notes
1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.
3. All buildings will require a backwater or backflow preventer for all sanitary sewer connections.

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	49°22'06"	390.00'	336.04'	S 83°31'57"E	325.74'
C2	70°11'28"	310.00'	379.77'	S 73°07'17"E	356.46'
C3	51°58'02"	390.00'	353.73'	S 64°00'35"E	341.73'

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

Mayor

Attest: City Clerk

Battle Creek Commercial Center

Date of Preparation: March 22, 2021

Sheet 1 of 1



City of Broken Arrow

Request for Action

File #: 21-510, **Version:** 1

Broken Arrow Planning Commission
04-22-2021

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

Approval of BAL-2119, Aspen Square Center/I.D.C. Center II, 1 Existing Lot, 1.66 acres, CN and CH/PUD-74, one-eighth mile north of Washington Street (91st Street), east of Aspen Avenue (145th E. Avenue)

Background:

Applicant: Tim Terral, Tulsa Engineering and Planning, Inc.
Owner: Aspen Square, Inc.
Developer: Aspen Square, Inc.
Surveyor: Tulsa Engineering and Planning, Inc.
Location: One-eighth mile north of Washington Street (91st Street), east of Aspen Avenue (145th E. Avenue)
Size of Tract 1.66 total acres; Tract 1 - 0.52 acres; Tract 2 - 1.14 acres
Number of Lots: Splitting parcel into two lots
Present Zoning: CN and CH/PUD-74
Comp Plan: Level 6 (Regional Commercial/Employment)

Lot split request BAL-2119 involves 1.66-acres located one-eighth mile north of Washington Street (91st Street), east of Aspen Avenue (145th E. Avenue). The property, which is part of PUD-74, has an underlying zoning of CN (Commercial Neighborhood) and CH (Commercial Heavy). With BAL-2119, applicant is requesting to split the 1.66 acres into two lots. BAL-2020CB, which proposes to combine Tract 1 with an existing lot to the north, has been submitted in conjunction with this lot split.

The property associated with BAL-2119 has been platted as a part of I.D.C. Center II, which was recorded in Tulsa County in December 1979. On February 25, 1988, the Planning Commission approved BAL-597 that split Lot 2, Block 1 and part of Lot 1, Block 1 of I.D.C. Center II into 5 lots. With BAL-597, an independent parcel was created that occupied the north 176 feet of the I.D.C. Center II plat. The north parcel was not allowed any curb cuts onto Aspen Avenue.

In September 1992, the City Council approved BAZ 1152 (C-3 to C-5) along with PUD 74 for a mini-storage development on the north 2.41 acres of I.D.C. Center II. On November 19, 1992, the Planning Commission approved a site plan for the mini-storage project. The site plan showed the mini-storage units to occupy the north 193 feet of the I.D.C. Center II, with buildings located along the south boundary of the C-5 zoning district. The lot line created by BAL-597 was 17 feet north of the south boundary of the mini-storage complex.

At the time of the rezoning, however, the mini-storage and abutting property to the south were under the same ownership.

The current property owner wants to have the mini-storage complex and an access drive for the mini-storage all on one parcel. As a result, they are requesting with BAL-2119 that the north 42.22 feet of Parcel A that was created with BAL-597 be split and attached to the independent parcel (north 176 of I.D.C. Center II) created with BAL-597. BAL-2020CB then proposes to attach Tract 1 with the north 176 feet. This places the mini buildings and a 25.3-foot access drive all on one lot.

With PUD 74 that was adopted in 1992, there is little information in the file pertaining building setbacks along the south boundary of the mini-storage facility. The mini-storage buildings were built 17 feet south of the lot line and along the zoning district boundary. The I.D.C. Center II plat however states, "All buildings constructed in the Addition shall conform to the zoning regulations applicable to said tract." According the Zoning Ordinance that was in effect at the time PUD-74 was adopted, buildings were required to setback 30 feet from the property line associated with a different zoning classification. At the time the mini-storage building were constructed, the property to the south was under the same ownership.

According to information provided by the applicant, the proposed lot line associated with BAL-2119 is located 29.9 feet north of the existing shopping center. The Zoning Ordinance states that building setback lines are measured from the property line. The property on each side of the proposed property line is part of PUD 74 with an underlying zoning of CN. According to the Zoning Ordinance, there is no setback requirement on side yards with the same zoning classification. Between CN and CH, the setback is 30 feet on each side of the property. The site plan for the mini-storage building was previously approved with a 0 setback at the zoning line, and no zoning changed was required. BAL-2119 will be increasing the setback distance from 0 feet at the property line to 25 feet.

When BAL-597 was approved, no access was allowed to Aspen Avenue. A 30-foot wide mutual access easement was provided along part of the west boundary.

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 split.

Attachments: BAL-2119 Exhibits and Legal Descriptions
Case map
Aerial
I.D.C. Center II plat
PUD-74 and BAZ-1152
BAL-597 Lot Split
Aspen Square Mini Storage Site Plan

Recommendation:

Staff recommends that BAL-2119 be approved, subject to the following:

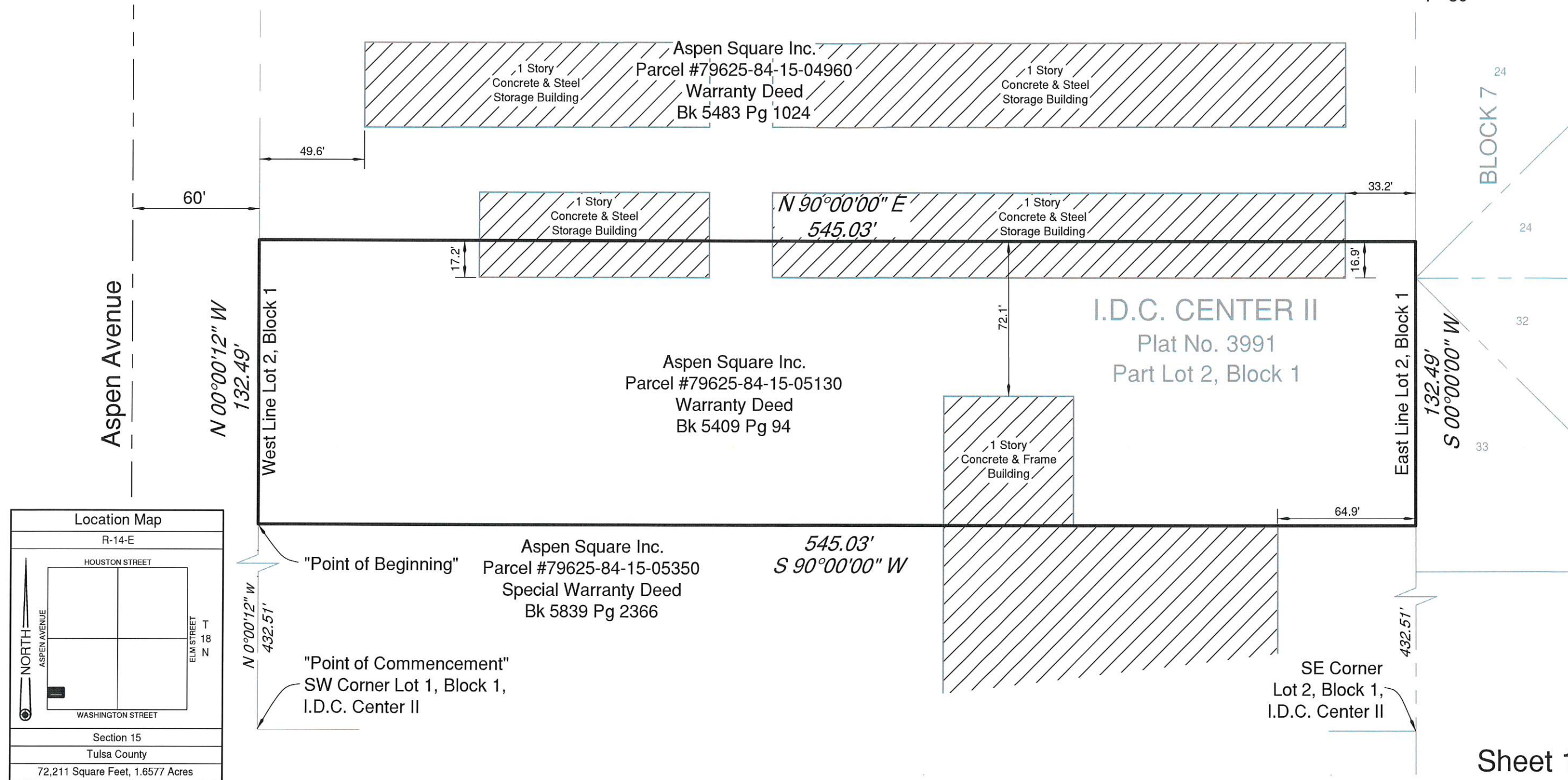
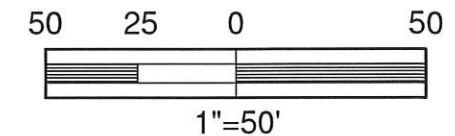
1. Warranty deeds for the resulting parcels shall be brought simultaneously to the Community Development Department to be stamped prior to being recorded in Tulsa County.
2. A mutual access easement of at least 25 feet in width shall be provided along the south boundary of

Tract 1.

Reviewed by: Jill Ferenc

Approved by: Larry R. Curtis

BDM



Sheet 1 of 2

Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2021



Tulsa Engineering & Planning Associates, Inc.
9810 East 42nd Street, Suite 100, Tulsa, OK 74146
Phone: 918-252-9621 Fax: 918-340-5999



Exhibit "A"

Lot Split Undivided Tract

Exhibit "A"

Lot Split Undivided Tract Description


Part of Lot Two (2), Block One (1), I.D.C. Center II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof, described as follows: Commencing at the Southwest corner of Lot 1, Block 1, I.D.C. Center II; Thence N 0°00'12" W along the West line of said Lots 1 & 2, a distance of 432.51 feet to the Point of Beginning; Thence N 0°00'12" W, along the West line of said Lot 2, a distance of 132.49 feet to a point, said point being 176 feet South of the Northwest corner of said Lot 2; Thence due East a distance of 545.03 feet to a point on the East line of said Lot 2, 176 feet South of the Northeast corner thereof; Thence due South, along the East line of said Lot 2, a distance of 132.49 feet to a point which is 432.51 feet North of the Southeast corner of said Lot 2; Thence due West a distance of 545.03 feet to the Point of Beginning. Plat No. 3991. [As taken from Parcel "A" contained within Warranty Deed, Book 5409, Page 94, as recorded in the files of the Tulsa County Clerk's office.]

Containing 72211 square feet or, 1.6577 acres.

CERTIFICATE:

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Witness my hand and official seal this 10th day of March, 2021
Tulsa Engineering & Planning Associates, Inc.



David W. Murdoch, P.L.S. No. 1404

E-mail: d.murdoch@tulsaengineering.com
Telephone: (918) 340-5328



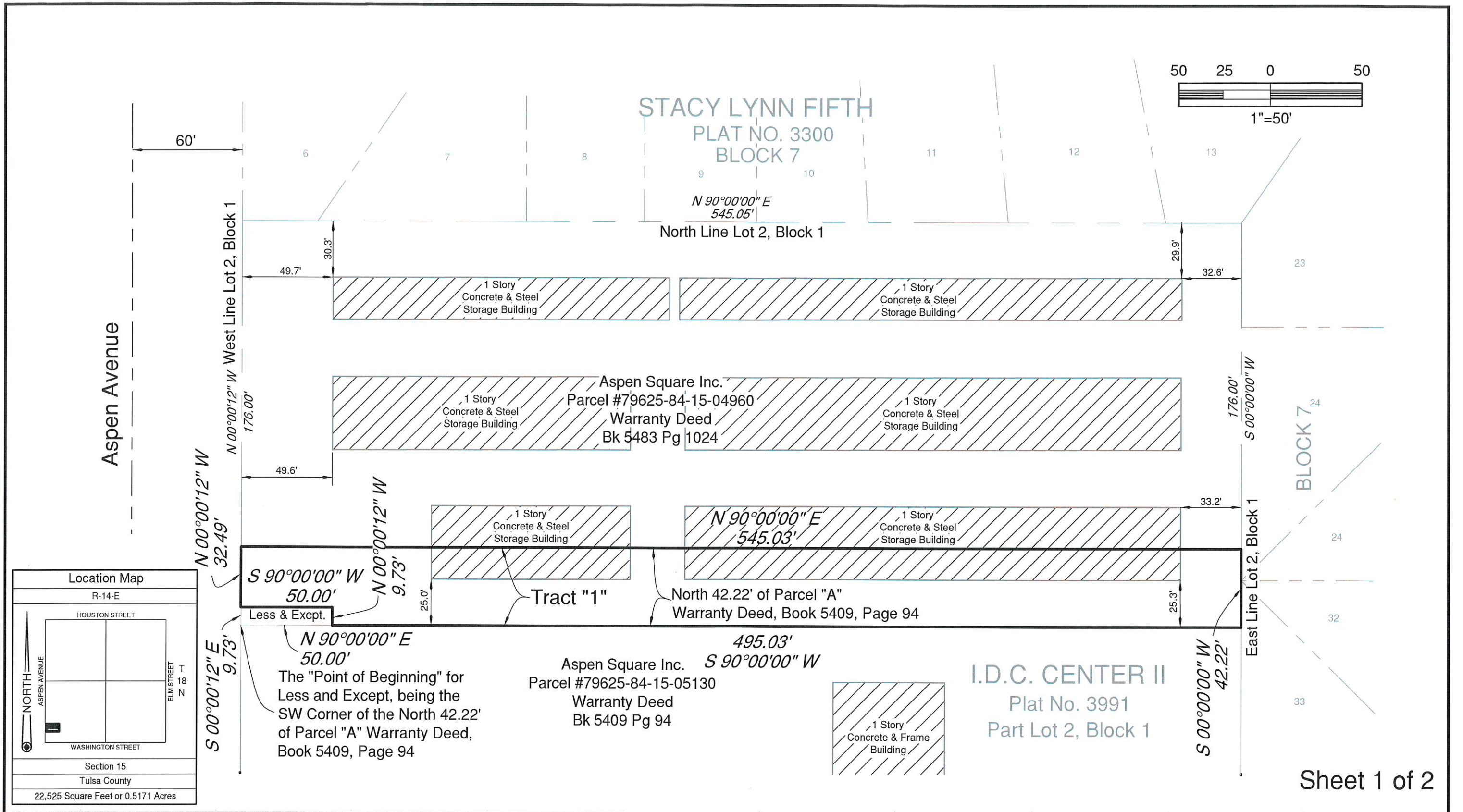
LOT SPLIT UNDIVIDED TRACT

Sheet 2 of 2



Tulsa Engineering & Planning Associates, Inc.
9810 East 42nd Street, Suite 100, Tulsa, OK 74146
Phone: 918-252-9621 Fax: 918-340-5999
Civil Engineering • Land Surveying • Land Planning
Certificate of Authorization No. CA 551 P.E./L.S. Renewal Date June 30, 2021

Job No: 20-022
Scale: N/A
Date: 3/10/2021



Tulsa Engineering & Planning Associates, Inc.
 9810 East 42nd Street, Suite 100, Tulsa, OK 74146
 Phone: 918-252-9621 Fax: 918-340-5999
 Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2021



Exhibit "B"
Lot Split Tract 1 & 2

Exhibit "B" (2)

Lot Split Tract 1 Description

The North 42.22 feet of Parcel "A" contained within Warranty Deed, recorded in Book 5409, Page 94, as recorded in the files of the Tulsa County Clerk's office,

Less and Except the following described tract:

Beginning at the SW corner of said North 42.22 feet; Thence N 90°00'00" E a distance of 50.00 feet; Thence N 00°00'12" W, parallel to the West line of said I.D.C. Center II, a distance of 9.73 feet; Thence S 90°00'00" W a distance of 50.00 feet to the West line of said I.D.C. Center II; Thence S 0°00'12" E along said West line, a distance of 9.73 feet to the "Point of Beginning".


Containing 22,525 square feet or 0.5171 acres.

CERTIFICATE:

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Witness my hand and official seal this 10th day of March, 2021

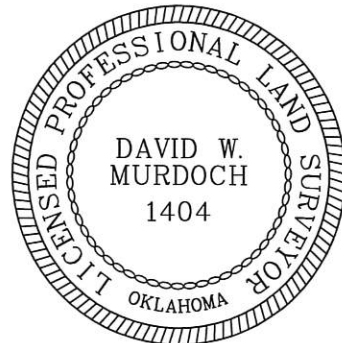
Tulsa Engineering & Planning Associates, Inc.



David W. Murdoch, P.L.S. No. 1404

E-mail: d.murdoch@tulsaengineering.com

Telephone: (918) 252-9621



LOT SPLIT TRACT 1

Sheet 2 of 2



Tulsa Engineering & Planning Associates

9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146

Phone: 918-252-9621 Fax: 918-340-5999

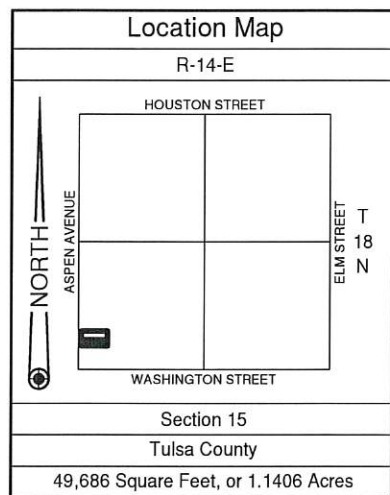
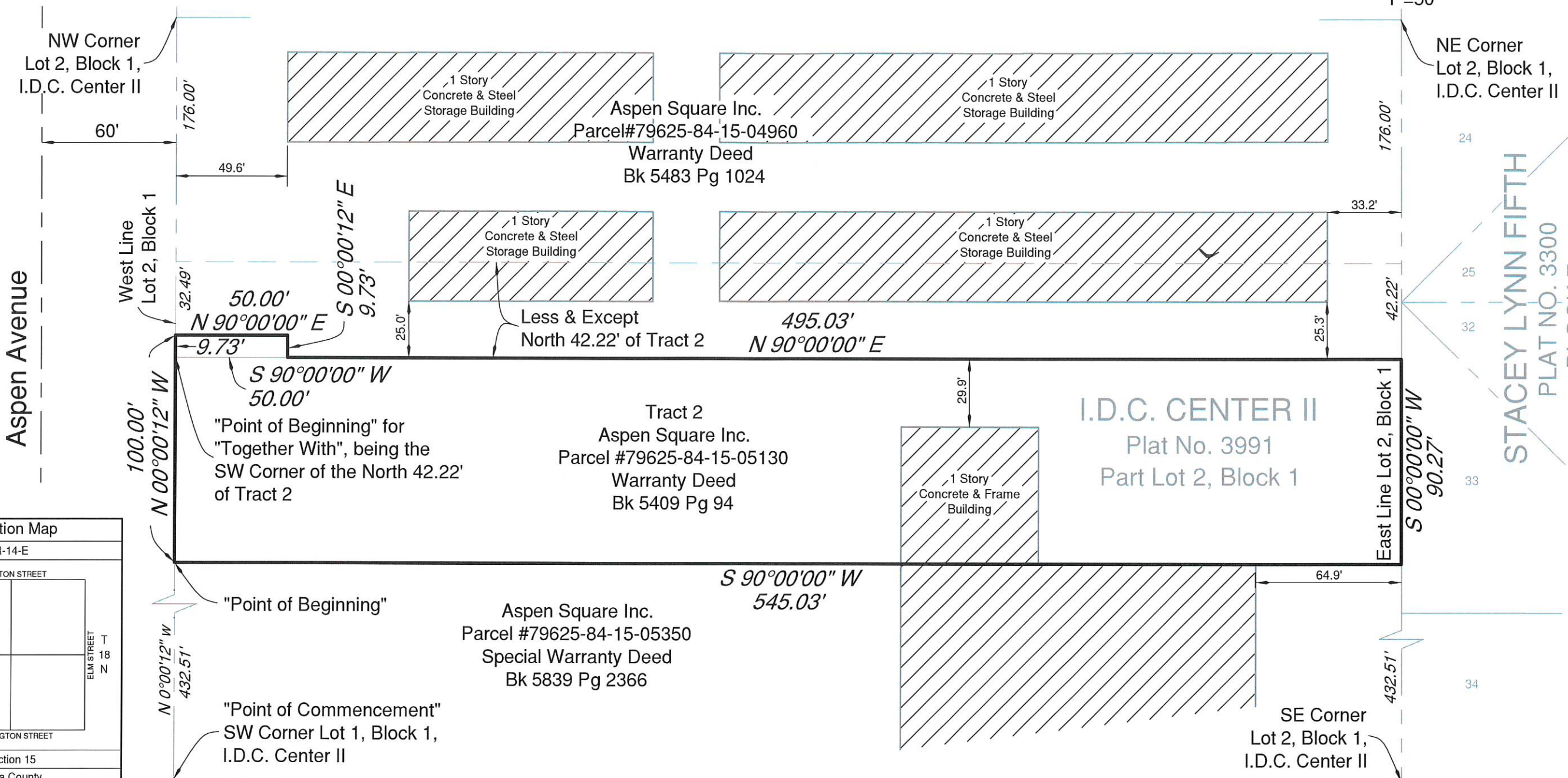
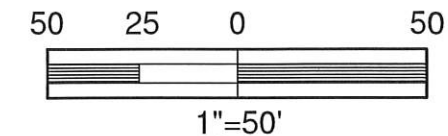
Civil Engineering, Land Surveying, Land Planning

Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2021

Job No: 20-022

Scale: N/A

Date: 3/10/2021



Sheet 1 of 2



Tulsa Engineering & Planning Associates, Inc.
9810 East 42nd Street, Suite 100, Tulsa, OK 74146
Phone: 918-252-9621 Fax: 918-340-5999
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2021



Exhibit "C"

Lot Split Tract & 1

Lot Split Tract 2 Description

Exhibit "C" (1)

Part of Lot Two (2), Block One (1), I.D.C. Center II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof, described as follows: Commencing at the Southwest corner of Lot 1, Block 1, I.D.C. Center II; Thence N 0°00'12" W along the West line of said Lots 1 & 2, a distance of 432.51 feet to the Point of Beginning; Thence N 0°00'12" W, along the West line of said Lot 2, a distance of 132.49 feet to a point, said point being 176 feet South of the Northwest corner of said Lot 2; Thence due East a distance of 545.03 feet to a point on the East line of said Lot 2, 176 feet South of the Northeast corner thereof; Thence due South, along the East line of said Lot 2, a distance of 132.49 feet to a point which is 432.51 feet North of the Southeast corner of said Lot 2; Thence due West a distance of 545.03 feet to the Point of Beginning. Plat No. 3991. [As taken from Parcel "A" contained within Warranty Deed, Book 5409, Page 94, as recorded in the files of the Tulsa County Clerk's office.]

Less and Except the North 42.22' thereof;

Together with the following described Tract:

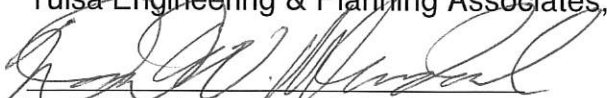
Beginning at the SW corner of said North 42.22 feet; Thence N 00°00'12" W, along the West line of said I.D.C. Center II, a distance of 9.73 feet; Thence N 90°00'00" E a distance of 50.00 feet; Thence S 0°00'12" E parallel to said West line, a distance of 9.73 feet; Thence S 90°00'00" W a distance of 50.00 feet to the "Point of Beginning".

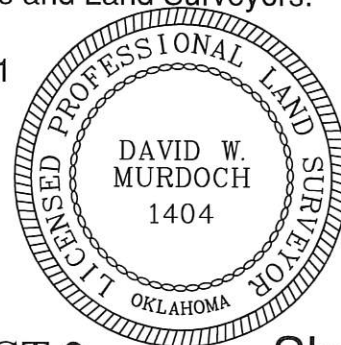
Containing 49,686 square feet, or 1.1406 acres.

CERTIFICATE:

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Witness my hand and official seal this 10th day of March, 2021
Tulsa Engineering & Planning Associates, Inc.


David W. Murdoch, P.L.S. No. 1404



E-mail: d.murdoch@tulsaengineering.com
Telephone: (918) 252-9621

LOT SPLIT TRACT 2

Sheet 2 of 2



Tulsa Engineering & Planning Associates

9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146

Phone: 918-252-9621 Fax: 918-340-5999

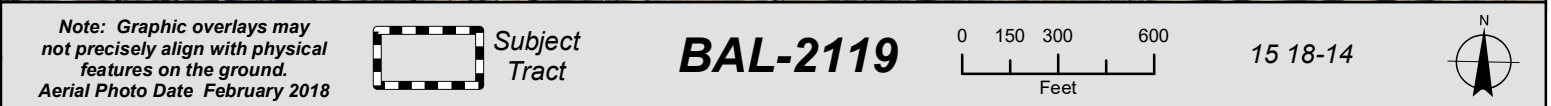
Civil Engineering, Land Surveying, Land Planning

Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2021

Job No: 20-022

Scale: N/A

Date: 3/10/2021





Council Agenda Item No. 4
Council Memo
Council Meeting of OCT 05 1992

TO: Mayor and Council
FROM: John Vinson, City Manager
SUBJECT:

BAZ 1152 and PUD 74, Aspen Square

Applicant: John Nick Rogers, Jr. (Engineer), for Charles Palmer and R. C. Roberts (owners)
Location: Lot 2, Block 1, I.D.C. Center II, Northeast corner of Washington (91st) and Aspen (145th)
Size of Tract: BAZ 1152 = 2.41 acres, PUD 74 = 8.353 ac.
Present Zoning/Use: C-3, Shopping Center
Proposed Zoning/Use: C-5, PUD 74, Shopping Center and Mini Storage

DEVELOPMENT CHRONOLOGY OF ASPEN SQUARE SHOPPING CENTER:

1. Zoning: C-3 zoning approved on northeast corner of Aspen (145th) and Washington (91st). 10.987 acres (gross), BAZ 299, November 1971.
2. Platting: I.D.C. Center II, 2 lots, 10.987 acres, December 1979.
3. Lot Split: BAL 350, creating separate lots for grocery store and pharmacy lot (old Med-X). Approved November 19, 1981.
4. Site Plan: (1) Aspen Square Shopping Center, 53,100 sq. ft., 10.987 acres, November 1981.
5. Site Plan: (2) Expansion of Aspen Square Shopping Center, 0.5165 acres, January 1983.
6. BOA Variance: BOA 362, use variance requesting Sonic Drive-In Restaurant, a C-2 use, in the C-3 zoning. Variance conditionally approved October 13, 1986. Sonic decided not to build at this location.
7. Lot Split: BAL 597, splitting Lots 1 and 2 of I.D.C. Center II into 5 separate lots, with 2 separate property owners. Approved February 25, 1988. Currently, the entire shopping center, except the grocery store and Texaco, are in one ownership.
8. Rezone 2.41 acres (193' X 545') from C-3 to C-5 (BAZ 1152) and PUD 74, for mini-storage. August, September 1992.

Council Action: Approved: ☒ Denied: ☐ Tabled: ☐ Vote: 4-0-1

10/5/92 J. Vinson

BACKGROUND:

Zoning application BAZ 1152 is to rezone 2.41 acres (193' X 545.03') at the north end of the Aspen Square Shopping Center from C-3 to C-5. A lot split, BAL 597, was approved on February 25, 1988, for a lot of 176' X 545.03' = 2.2 acres (smaller than proposed lot), though this lot is in the same ownership as the property to the south.

The C-5 zoning application has been submitted with Planned Unit Development, PUD 74, for a mini-storage development at the north end of this shopping center. However, the PUD covers all of the 8.3 acre Aspen Square. The mini-storage tract is adjacent to the Stacy Lynn 5th addition, zoned R-3. Aspen Square is developed to C-2 standards, though it is zoned C-3, and land to the west is zoned C-5, part of which is developed as the All American Fitness Center.

The unpaved, vacant area at the north end of this shopping center has 176' frontage on Aspen (145th). All approved access locations (curb cuts) have been used for the existing Aspen Square Shopping Center and no new curb cuts are proposed. The PUD application encompasses the entire shopping center, less the Texaco Service Station on the northeast corner of Aspen and Washington.

This shopping center property was zoned C-3 in November 1971 (BAZ 299) and platted in December 1979. C-3 zoning is non-conforming, since the maximum lot size in that zoning is 2.49 acres. The entire shopping center currently is approximately 8.353 acres. This is one of the reasons for the PUD application on the entire property.

There have been some protests (from Stacy Lynn Addition) to this application. The protestants have asked for more buffering and larger setbacks. The applicants had a meeting with surrounding residents on Tuesday, August 25, 1992, to try to answer their concerns and explain the proposal.

The Broken Arrow Planning Commission reviewed this application in their meeting of August 27, 1992 and continued it, since the applicants had an incomplete proposal and were uncertain about the details of their proposed mini-storage project. The Planning Commission again considered this application in their meeting of September 24, 1992, and conditionally recommended approval. In each of these meetings, several residents from the Stacy Lynn addition were present to observe this application. A few of the surrounding residential property owners have shown mixed reaction to this project. The general consensus is favorable towards the land use, i.e. mini-storage. However, the concerns have been about screening fences, setbacks, buffering, lighting, security and noise, etc.

PUD ANALYSIS:

The PUD application has been made for the following reasons:

1. C-5 zoning abutting a residential neighborhood.
2. Aspen Square Shopping Center is in a non-conforming zoning status. It is 8.353 acres and in C-3 district (maximum size 2.5 acres).
3. Mini-storage will have access from existing curb cuts and the shopping center and no new curb cuts are proposed.
4. Shopping center (less grocery store and Texaco) is in one unified ownership.
5. Proposed setbacks (north and east) are less than C-5 zoning requirements.

The original PUD submittals show four phases of the proposed mini-storage project. The mini-storage project will occupy the north 193' of this property.

The revised site plan proposes a 50' building setback from Aspen Ave., a 25' building setback from the north (Stacy Lynn 5th Addition), and a 35' setback from the east. The proposal also shows the mini-storage buildings to open to the south, into the shopping center without screening or fencing.

RECOMMENDATION:

C-5 zoning would normally not be a desired zoning classification adjacent to an existing single family, residential neighborhood. However, based on the submitted PUD, for development of a mini-storage facility and the PUD conditions, the Planning Commission and staff recommend approval of C-5 zoning contingent to PUD 74.

Of all possible commercial uses which could be placed in a shopping center, within C-3 or C-5 zoning, mini-storages are one of the more benign uses. This use does not generate excessive traffic, nor does it generate much activity after dark. It will also be a one-story high project. Therefore, from a use standpoint adjacent to a residential neighborhood, the proposed mini-storage facility may be a desirable land use alternative. However, mini-storages do have some disadvantages, such as esthetics, lack of job/tax generation, large amounts of storm water generation, etc. Planning Commission and staff recommend approval of BAZ 1152 and PUD 74, as shown on the revised site plan and as follows:

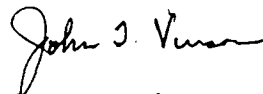
1. North setback to be minimum 25' from the north property line. The north 15' of this property is an utility easement and shall not have any structures, except for a screening fence. It is recommended that the south 10' of this 25' setback be used for landscaping and planting of trees, shrubbery, etc. There shall be no outdoor storage, nor vehicular access within this 25' landscaped buffer area.

2. A minimum 6' high, new privacy/opaque fence, to be placed on the entire north and east perimeter of the mini-storage project. This new fence will replace the existing (residential) fences and built in coordination and agreement with the surrounding property owners.
3. A minimum 6' high privacy/opaque fence on the west perimeter of this property, shall be placed 20' east of the property line along Aspen Ave. This privacy fence will be approved through a detailed site plan, prior to the building permit issuance.
4. All mini-storage structures shall be maximum one-story in height and shall not exceed an overall height of about 24', (height to be determined).
5. Site grading, site design and surface work for this project shall have to be reviewed for storm water flow/grading purposes and approved by city staff prior to building permit. Retaining walls may be necessary, on the east and northeast sides of the mini-storage project, to avoid erosion problems.
6. A minimum 5' wide concrete sidewalk shall be placed along Aspen Ave.
7. No new curb cuts (access) shall be approved for this entire PUD.
8. Proposed sign for the mini-storage project is a monument sign, not to exceed 7' in height and shall be placed minimum 80' from the center line of Aspen Ave.
9. Outdoor lighting, for security purposes, shall be installed at the north end of the mini-storage project. Light fixtures should not be higher than the buildings and should be directed away from the residences. (This item was requested by neighbors and agreed by the developer).

SUGGESTED MOTION:

Move to approve BAZ 1152, approving C-5 zoning on the north end of this shopping center and PUD 74 for the entire Aspen Square Shopping Center, as requested, with all the above listed (9) conditions.

Sincerely,



John T. Vinson
City Manager

PROPOSED PLANNED UNIT DEVELOPMENT
ASPEN SQUARE SHOPPING CENTER
BROKEN ARROW, OKLAHOMA

The proposed planned unit development will encompass all of Lot Two (2) and a part of Lot one (1) of Block one (1) I.D.C. Center II, an Addition to the City of Broken Arrow. The existing shopping center occupies approximately the south three quarters of this area. The north 193.00 feet of Block two (2) is proposed to be developed into a series of mini-storage buildings. The layout is shown on the enclosed plan.

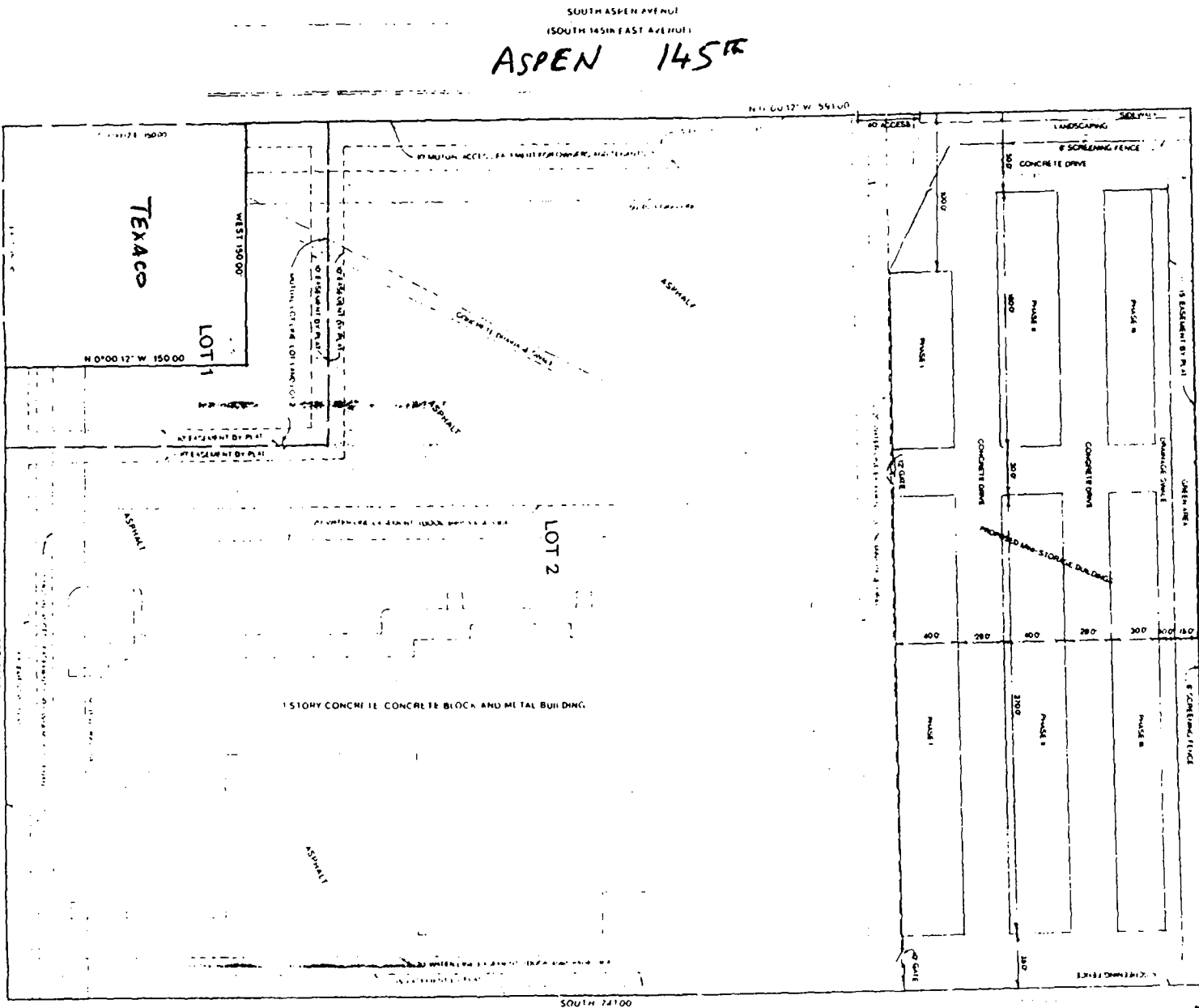
The shopping center area is owned jointly by Charles Palmer and Scrivner Company of Oklahoma City. Both of the owners have signed applications for the planned unit development. There are no modifications presently proposed for the existing buildings at the shopping center.

A concurrent application is being made for rezoning of the north 193.00 feet of this tract from Commercial 3 to Commercial 5 to allow construction of the mini-storage buildings. These buildings will be constructed in four phases as shown on the plan. The driveway lanes between the buildings will be designated as one-way streets. Drainage to the property will be carried to the west, around the west end of the buildings, and onto the existing parking lot which slopes to the southeast. The water will then go into an existing drainage swale and will be carried to the city drainage system.

Revised Site Plan

BAZ 1152, PUD 74, Revised by P.C. SEPT. 24, 92

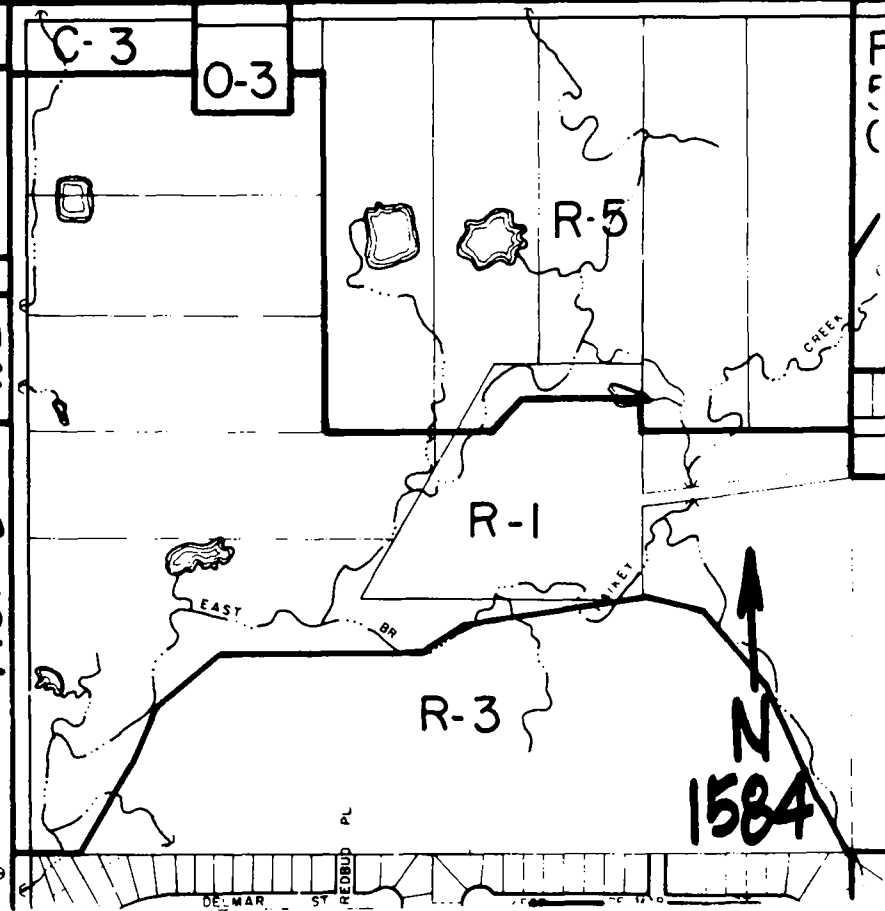
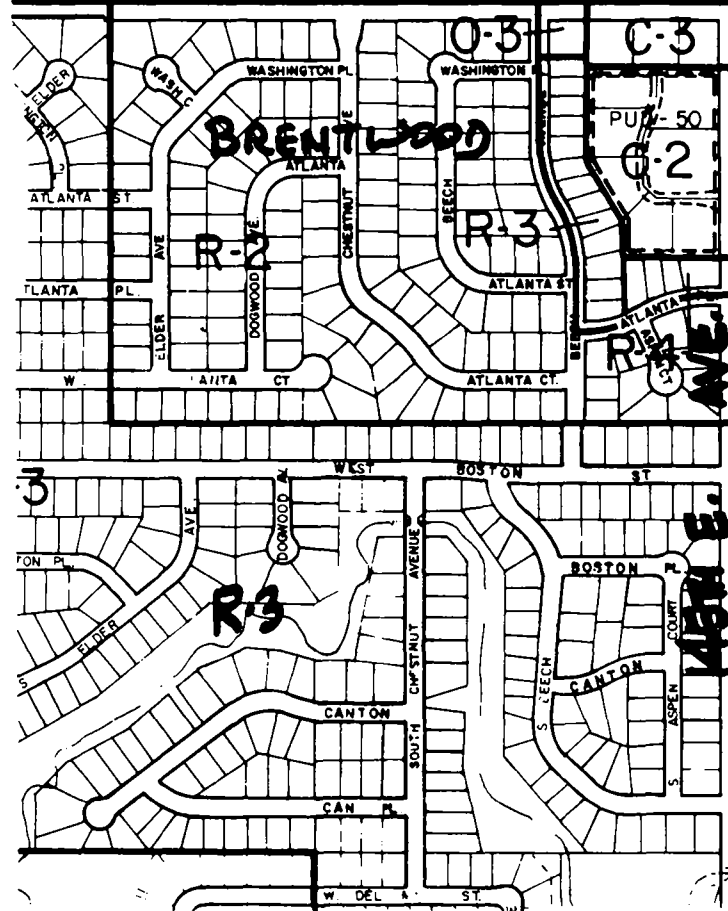
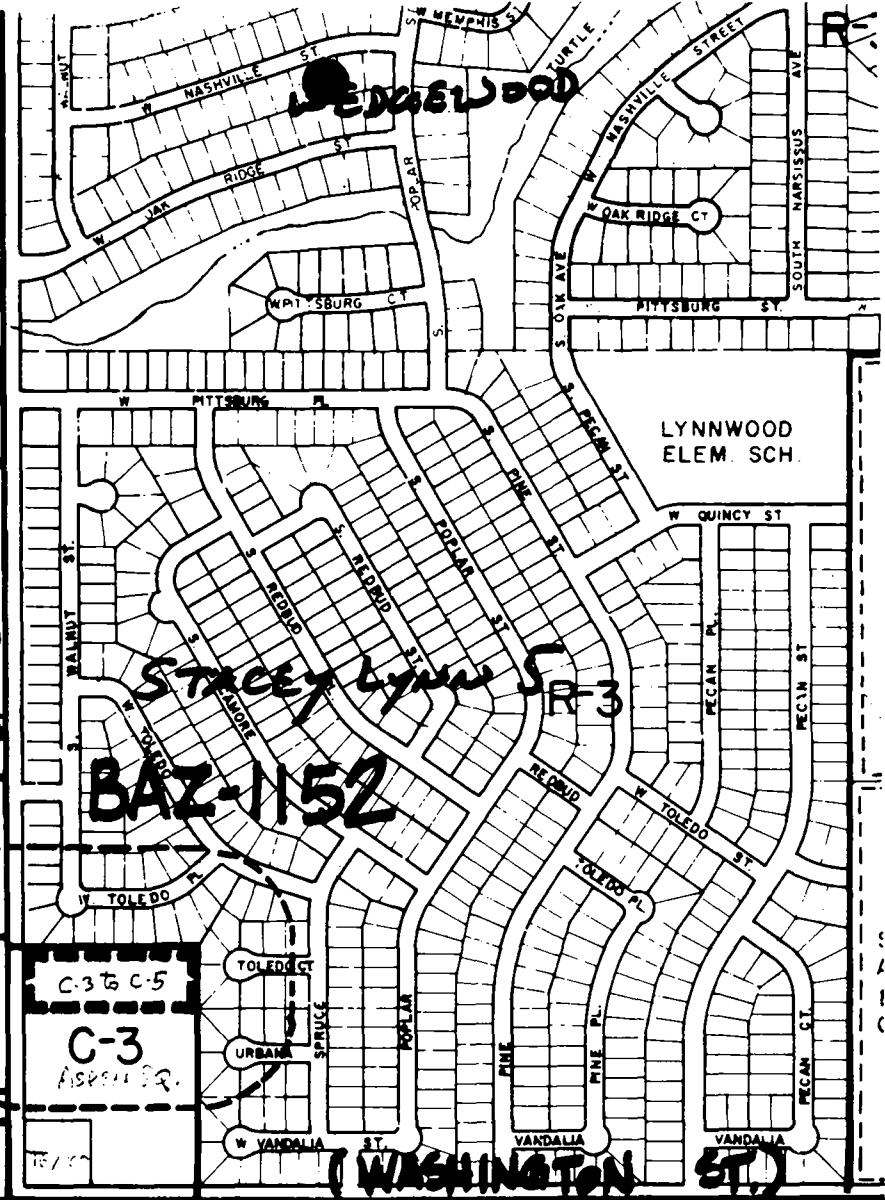
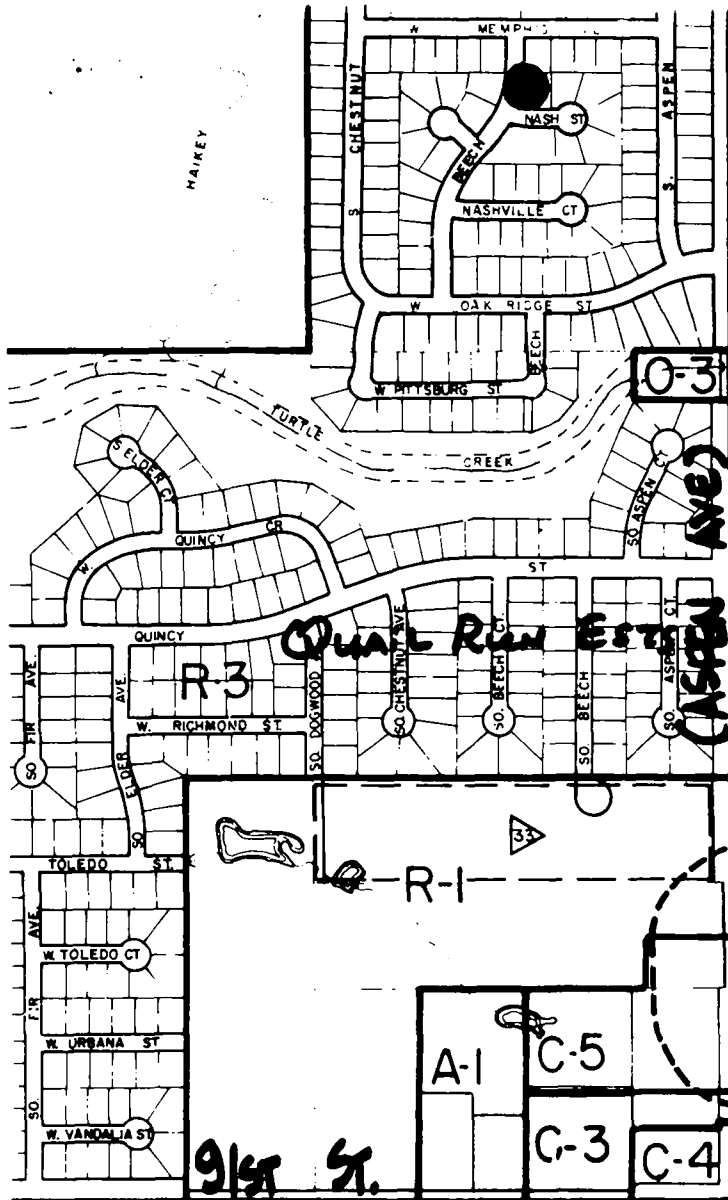
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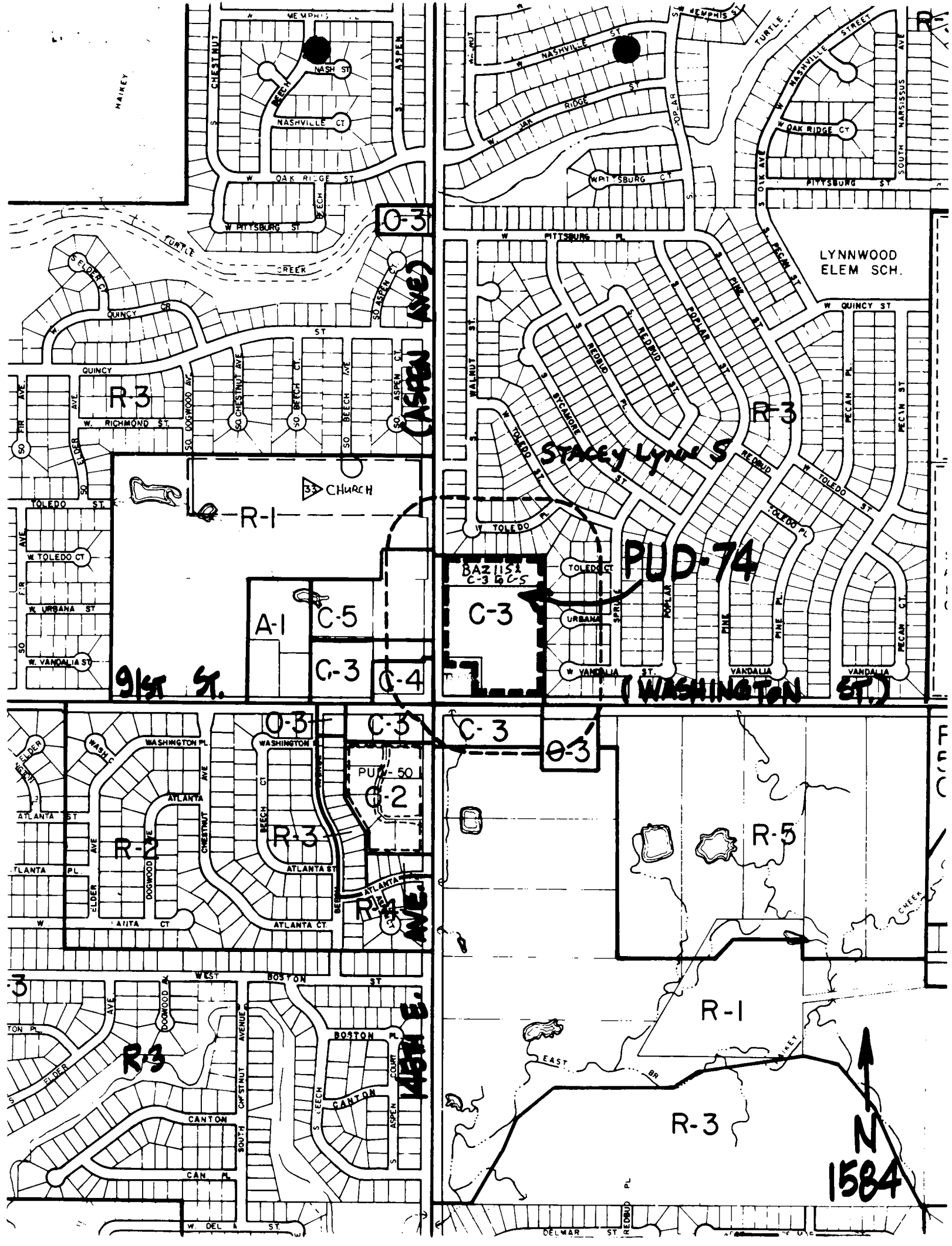


SOUTH ASPEN AVENUE
(SOUTH 145 EAST AVENUE)
ASPEN 145th

STACEY LYNN 5

WASHINGTON 91st







March 8, 1988

Mr. Robert Gardner
1323 East 71st Street
Tulsa, Oklahoma 74136

RE: BAL #597

Dear Robert:

The Broken Arrow Planning Commission, in their meeting of February 25, 1988, conditionally approved BAL #597, as recommended by our Staff. The Commission approved this request subject to the condition that no additional curb cuts be granted within the shopping center, particularly the north resulting lot. This is in conjunction with previous site plan and Board of Adjustment approvals.

Should you have any questions regarding this matter, please contact me.

Sincerely,

Farhad K. Daroga
Farhad K. Daroga
City Planner

FKD:lcf

cc: Jim Whitlock
Allen Stanton
Les Hauger

BROKEN ARROW PLANNING COMMISSION



TO: PLANNING COMMISSION
CHAIRMAN & MEMBERS

FROM: Farhad Daroga
SUBJECT: BAL #597

COMMISSION AGENDA ITEM NO. 8

COMMISSION MEETING OF 2.25.88

PURPOSE: Applicant: Robert Gardner, Frates Corp.,
for Aspen Square Associates
Address/Location: Northeast corner of Washington/91st
and Aspen/145th, Aspen Square
Size of Tract: Parcel A-72, 211.01 sq. ft.
Parcel B-34, 945.60 sq. ft.
Parcel C-77, 030.40 sq. ft.
Parcel D-95, 925.28 sq. ft.
Present Zoning and Use: C-3, Shopping Center

BACKGROUND:

The Aspen Square Shopping Center was developed in 1982 on the northeast corner of Aspen/145th and Washington/91st Street. The Aspen Discount grocery store was under separate ownership and therefore a lot split was approved in November, 1981 (BAL #350). In that lot split, a separate lot was also created for another store site immediately south of the grocery store (MED-X) which did not materialize.

Because of property ownerships changing in the past several years and due to some incorrect legal descriptions, a new lot split application is being proposed. This will result in 5 separate lots in the entire shopping center (not counting Texaco lot).

Parcel A, or Lot 1, is a 132.49-foot frontage lot on Aspen immediately north of the grocery store. The grocery store is owned by Scrivners and is under separate ownership.

Parcel B and C are to the south of the grocery store. Tract C has frontage on Washington Street only and Parcel B has a 104.9-foot frontage on Aspen.

The submitted legal descriptions for each of these tracts are slightly different than the previous lot split (BAL #350). This is to correct some errors created earlier.

In approving this lot split, another independent parcel will be created at the very north portion of this shopping center. This tract will have 176-foot frontage along Aspen. This tract does not have any curb cuts permitted under the approved site plan.

COMMISSION
ACTION:

APPROVAL: ☐ APPROVAL W/MODIFICATION: ☐ DENIED: ☐ TABLED: ☐ VOTE: _____

RECOMMENDATION:

Staff can recommend conditional approval of the requested lot split with the condition that the northernmost resulting lot, which has 176-foot frontage on Aspen, not be granted a separate curb cut. This issue was discussed about a year ago when the Board of Adjustment approved a use variance to permit a Sonic Drive-In restaurant on that site. The Board approved the use variance with the condition that no additional curb cuts be granted on this lot. Though the Sonic Drive-In has not been constructed on this site, a time limit for that use variance was not specified by the Board.

During the site plan approval of this shopping center, one additional curb cut was permitted on Aspen. And some adjustments were made from the platted requirements to shift the curb cuts, which has left the north 176' lot without a curb cut of its own. However, the ownership is different for that lot and development plans may change for that site (as compared to original site plan). Therefore, a common access agreement should be completed and filed between the different properties so as not to land-lock the north parcel.

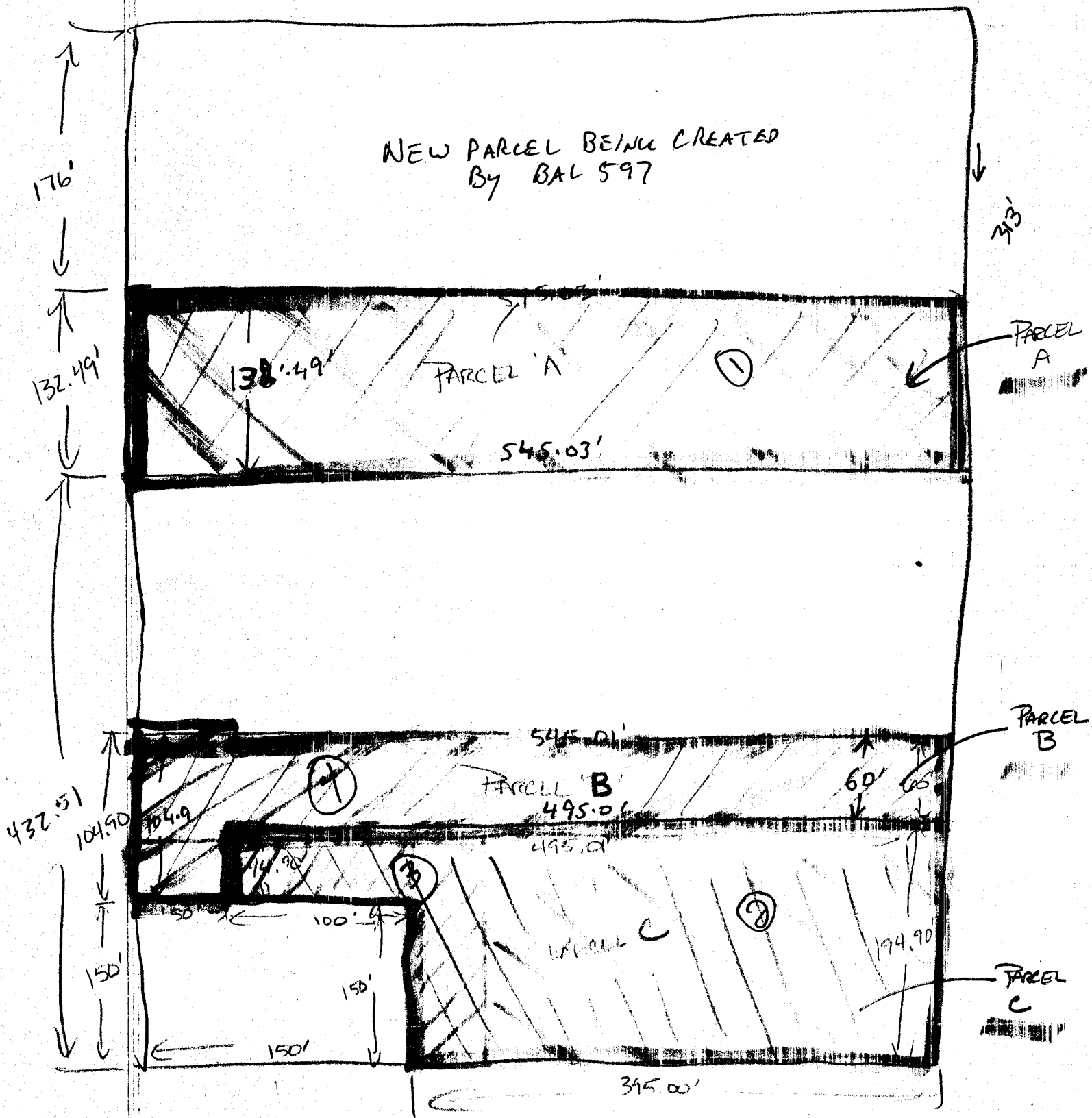
In short, staff can recommend approval of the requested lot split application with the condition of not creating additional curb cuts for any portion of the shopping center and securing a common access agreement between all lots.

SUGGESTED MOTION:

Move to approve BAL #597 as suggested by staff.

LOTS 1 & 2,
BLOCK 1, 1DC
CENTER II

W $\frac{N}{S}$ E



BAL 597 - FEB. 25, 1988
THESE ARE CORRECT LOT SPLITS.
CORRECTING OLD LOT SPLIT ACTIONS
+ CREATING PARCEL A.

NEW

CORRECTED
LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Fracorp Inc., an Oklahoma corporation (formerly The Frates Company, a Delaware corporation), party of the first part, in consideration of the sum of Ten Dollars in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Aspen Square Associates, Ltd., an Oklahoma limited partnership, party of the second part, the following described real property and premises situated in Tulsa County, State of Oklahoma, to-wit:

PARCEL A

Part of Lot 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof, located in the SW/4 of the SW/4 of Section 15, Township 18 North, Range 14 East, Tulsa County, Oklahoma, described as follows:

Commencing at the Southwest corner of Lot 1, Block 1, I.D.C. CENTER II; thence N 0°00'12" W along the West line of said Lots 1 Lot 2, a distance of 432.51 feet to the POINT OF BEGINNING; thence N 0°00'12" W along the West line of said Lot 2, a distance of 132.49 feet to a point, said point being 176 feet South of the Northwest corner of said Lot 2; thence due East a distance of 545.03 feet to a point on the East line of said Lot 2, 176 feet South of the Northeast corner thereof; thence due South along the East line of said Lot 2, a distance of 132.49 feet to a point which is 432.51 feet North of the Southeast corner of said Lot 2; thence due West a distance of 545.03 feet to the POINT OF BEGINNING.

PARCEL B

Part of Lot 1 and 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof, located in the SW/4 of the SW/4 of Section 15, Township 18 North, Range 14 East, Tulsa County, Oklahoma, described as follows:

Commencing at the Southwest corner of Lot 1, Block 1, I.D.C. CENTER II; thence N 0°00'12" W along the West line of said Lot 1, a distance of 150 feet to the POINT OF BEGINNING; thence N 0°00'12" W along the West line of said Lots 1 and 2, a distance of 104.90 feet; thence due East a distance of 545.01 feet to a point on the East line of said Lot 2; thence due South along the East line of said Lot 2, a distance of 60 feet to a point which is 194.90 feet North of the Southeast corner of said Lot 2; thence due West a distance of 495.01 feet thence S 0°00'12" E a distance of 44.90 feet; thence due West a distance of 50 feet to the POINT OF BEGINNING.

PARCEL C

Part of Lots 1 and 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof, located in the SW/4 of the SW/4 of Section 15, Township 18 North, Range 14 East, Tulsa County, Oklahoma, described as follows:

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS LOT SPLIT WAS APPROVED BY THE
BROKEN ARROW PLANNING COMMISSION ON 2.25.88
BAL # 5797
BY Jim Whitlock, Secretary

2/29/88 orig returned to R. Gardner

Commencing at the Southwest corner of Lot 1, Block 1, I.D.C. CENTER II; thence due East along the South line of said Lot 1, a distance of 150 feet to the POINT OF BEGINNING; thence N 0°00'12" W, parallel to and 150 feet perpendicularly distant from the West line of said Lot 1, a distance of 150 feet; thence due West, parallel to and 150 feet perpendicularly distant from the South line of said Lot 1, a distance of 100 feet; thence N 0°00'12" W a distance of 44.90 feet; thence due East a distance of 495.01 feet to a point on the East line of Lot 2, Block 1, I.D.C. CENTER II; thence due South along the East line of said Lot 2, a distance of 194.90 feet to the Southeast corner of said Lot 2; thence due West along the South line of said Lots 1 and 2, a distance of 395 feet to the POINT OF BEGINNING.

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS LOT SPLIT WAS APPROVED BY THE
BROKEN ARROW PLANNING COMMISSION ON 2-25-88
BAL # 577
BY John D. Hittack, Secretary (s)

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature made or suffered to be made by the party of the first part or persons claiming by, through, or under said party of the first part.

To have and to hold said described premises unto the said party of the second part, its successors and assigns forever.

This Corrected Limited Warranty Deed is made to correct the legal description on an earlier deed from The Frates Company to Aspen Square Associates, Ltd. recorded in Book 4615 at Page 351.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name by its _____ president, and the corporate seal to be affixed, attested by its _____ secretary at Tulsa, Oklahoma, the _____ day of February, 1988.

FRACORP, INC., an Oklahoma corporation (formerly The Frates Company, a Delaware corporation)

[SEAL]

ATTEST:

By: _____

Title: _____

_____, Secretary

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 February, 1988, personally appeared _____, to me known to be the identical person who subscribed the name of Fracorp, Inc. to the foregoing Corrected Limited Warranty Deed as its _____, and he 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.

Given under my hand and seal of office the day and year last above written.

Notary Public

My commission expires:

[NOTARIAL SEAL]

SURVEYOR'S CERTIFICATE

The undersigned, being a licensed surveyor within the State of Oklahoma, having reviewed the documents and descriptions referenced herein, hereby certifies as follows:

That the parcel of property described in the following General Warranty Deeds:

(a) Warranty Deed from Fracorp, Inc. to Aspen Square Associates, Ltd., dated May 24, 1982 and filed in Book 4651 at Page 351 in the land records of Tulsa County, Oklahoma, and

(b) General Warranty Deed from Scrivner, Inc. to Aspen Square Associates, Ltd., dated April 29, 1983 and filed in Book 4714 at Page 794 in the land records of Tulsa County, Oklahoma,

Less the property described in that General Warranty Deed from Aspen Square Associates, Ltd. to Scrivner, Inc., dated April 25, 1983 and filed in Book 4714 at Page 796 in the land records of Tulsa County, Oklahoma,

Is the same parcel of property described in the form of that certain Corrected Limited Warranty Deed from Aspen Square Associates to Utica National Bank, a copy of which is attached hereto and marked Exhibit "A".

Dated and certified to this 25TH day of February, 1988.



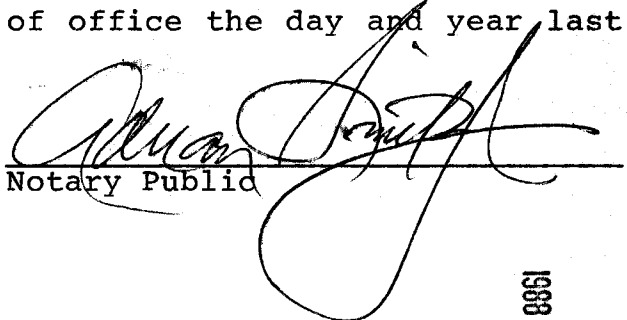
STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

Before me, the undersigned Notary Public in and for said County and State, on this 25th day of February, 1988, personally appeared Philip G. Smith, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires:

March 21, 1988



Notary Public

[1.035]

1988 FEB 25 PM 3:57

5001 S. Fulton Ave

675252

74135
BOOK 5079 PAGE 804

ACCESS EASEMENT AGREEMENT

WHEREAS, ASPEN SQUARE ASSOCIATES, LTD., "Aspen Square", an Oklahoma Limited Partnership, whose managing General Partner is T.F.C. INVESTMENTS, LTD., an Oklahoma Limited Partnership, whose managing General Partner is FRACORP, INC., an Oklahoma Corporation, is the owner of the following described real estate, to-wit:

The South 132.49 feet of the North 308.49 feet of Lot 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and

1000

WHEREAS, LESLIE S. HAUGER, JR., TRUSTEE OF IDC #10 DECLARATION OF TRUST DATED MARCH 1, 1983, "Trustee", is the owner of the following described adjoining real estate, to-wit:

The North 176 feet of Lot 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and

WHEREAS, Aspen Square is willing to grant Trustee a perpetual right of way across its real estate;

NOW, THEREFORE, for good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, Aspen Square hereby grants Trustee, his heirs, successors and assigns, an access and easement across the West 30 feet of the South 132.49 feet of the North 308.49 feet of Lot 2, Block 1, I.D.C. CENTER II, Broken Arrow, Tulsa County, Oklahoma for purposes of allowing Trustee, his heirs, successors, assigns, employees, licensees and invitees ingress, egress and other access to Trustee's land described as the North 176 feet of Lot 2, Block 1, I.D.C. CENTER II, Broken Arrow, Tulsa County, Oklahoma without impairment.

This easement and access agreement is superior and paramount to the rights of either of the Parties hereto in the respective servient estate so created, and the Parties further agree that it is a covenant that shall run with the land.

EXECUTED this 4th day of February, 1988.

ASPEN SQUARE ASSOCIATES, LTD.
By: T.F.C. Investments, Ltd.
By: Fracorp, Inc.

By Jack R. McDonald
Sr. Vice President

ATTEST:

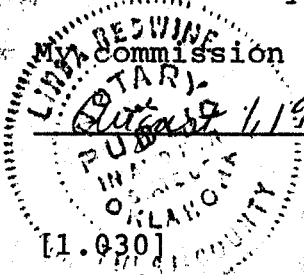
Assistant Secretary

STATE OF OKLAHOMA)
) ss
 COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of February, 1988, personally appeared Jack K. McDonald to me known to be the identical person who subscribed the name of the above named Fracorp, Inc. to the within and foregoing instrument as its Vice President, and as the managing general partner of T.F.C. Investments, Ltd., an Oklahoma Limited Partnership, which is the Managing General Partner of Aspen Square Associates, Ltd., an Oklahoma Limited Partnership, 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 and for such Limited Partnerships, for the uses and purposes set forth therein. 10th

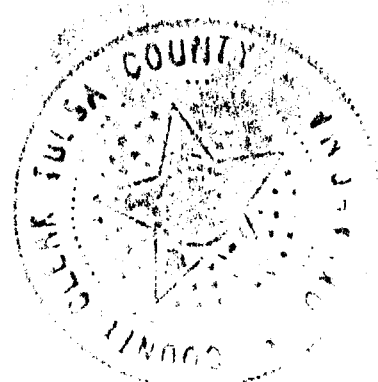
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my Notarial seal the date first above written.

My commission expires:



Linda Redwine
 Notary Public

STATE OF OKLAHOMA
 TULSA COUNTY
 FILED OR RECORDED
 88 FEB -9 AM 10:00
 JOAN HARRIS
 TULSA COUNTY CLERK



Warranty Deed

OKLAHOMA STATUTORY FORM

BOOK 4871 PAGE 1327

STATE OF OKLAHOMA
(FILING) TULSA COUNTY
FILED OR RECORDED

1985 JUN 21 PM 4:17

JOAN HASTINGS
TULSA COUNTY CLERK

THIS INDENTURE, made this 15th day of June, A.D. 1985,
between REALVEST, INC., an Oklahoma corporation, formerly,
and successor to THE FRATES COMPANY, a Delaware corporation,
and FRACORP, INC., an Oklahoma corporation,
of Tulsa County, in the State of Oklahoma,
party of the first part, and LESLIE S. HAUGER, JR., TRUSTEE OF
IDC #10 DECLARATION OF TRUST DATED MARCH 1, 1983,

....., party of the second part.
WITNESSETH, That in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other
good and valuable consideration, DOLLARS, the receipt
of which is hereby acknowledged, said part Y of the first part do es, by these presents, grant, bargain, sell and convey unto
said part Y of the second part, its heirs and assigns, all of the following described real estate, situated
in the County of Tulsa, State of Oklahoma, to-wit:

Lot Two (2), Block One (1), I.D.C. CENTER II, an
Addition to the City of Broken Arrow, Tulsa
County, State of Oklahoma, according to the
recorded plat thereof, less and except the South
565 feet of said Lot 2, Block 1, I.D.C. CENTER II,
an Addition to the City of Broken Arrow, Tulsa
County, Oklahoma.

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS LOT SPLIT WAS APPROVED BY THE
BROKEN ARROW PLANNING COMMISSION ON 2.25.88
BAL. # 597
BY Jim Whitlock, Secretary

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances
thereto belonging or in any wise appertaining forever.

And said party of the first part
its heirs, executors or administrators do es hereby covenant, promise and agree to and with said part Y of the second
part, at the delivery of these presents that it is lawfully seized in its own right of an absolute and
indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the
appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles,
charges, estates, judgments, taxes, assessments and encumbrances of whatever nature and Kind, EXCEPT, easements
and building restrictions of records,

..... and that the party of the first part will
WARRANT AND FOREVER DEFEND the same unto the said part Y of the second part, its heirs and assigns, against
said party of the first part, it heirs or assigns and all and every person or persons whomsoever, lawfully claiming or
to claim the same.

IN WITNESS WHEREOF, the said part Y of the first part ha S hereunto set its hand the day and year
first above written.

Attest: Thomas J. Todd
Assistant Secretary

REALVEST, INC.

TJT Senior Vice President
(INDIVIDUAL)
OKLAHOMA ACKNOWLEDGMENT

(OVER FOR
CORPORATE
ACKNOWLEDGEMENT)

STATE OF OKLAHOMA,
County of } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this
....., A.D., 19....., personally appeared.....

to me known to be the identical person..... who executed the within and foregoing instrument and acknowledged to me that
..... executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires Notary Public

STATE OF OKLAHOMA,
County of Tulsa } SS.

(CORPORATION)
OKLAHOMA ACKNOWLEDGMENT

On this 15th day of June, A.D., 1987, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared Jack E. McDonald

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as it Senior Vice 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.

Given under my hand and seal of office the day and year last above written.

My commission expires

January 27, 1987

Janice K. Somers

Notary Public.

Warranty Deed

FROM

TO

Guaranty Abstract Company

320 So. Boulder Phone 587-6621

Tulsa, Oklahoma

Return to

NOTE - With reference to Oklahoma lands, when this instrument is executed by a person who cannot write his name he shall execute the same by his mark, and his name shall be written near such mark by one of two persons who saw such mark made, who shall write their names on such instrument as witnesses.

FORM OF ACKNOWLEDGMENT WHERE GRANTOR SIGNS BY MARK

STATE OF OKLAHOMA,

County of _____ } SS.

On this _____ day of _____, A.D., 19____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____

and _____ to me known to be the identical person who executed the within and foregoing instrument by _____ mark in my presence and in the presence of _____ and _____, as witnesses, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires _____

Notary Public

CITY PLANNING
DEPARTMENT

Phone (918) 251-5311
FAX (918) 251-6642

December 1, 1992



Mr. Charles Palmer
4120 Rogers Ave.
Ft. Smith, Arkansas 72903

Re: Site Plan, Mini-Storages

Dear Mr. Palmer:

The Broken Arrow Planning Commission, in their meeting of November 19, 1992, approved the proposed site plan for mini-storages, to be located in the Aspen Square Planned Unit Development (PUD #74), on the northeast corner of Washington (91st) and Aspen (145th). The plan was approved, as submitted, and with conditions of PUD #74.

Action by the Planning Commission will be recorded in the minutes of November 19, 1992. If you have any questions concerning this matter, please contact me.

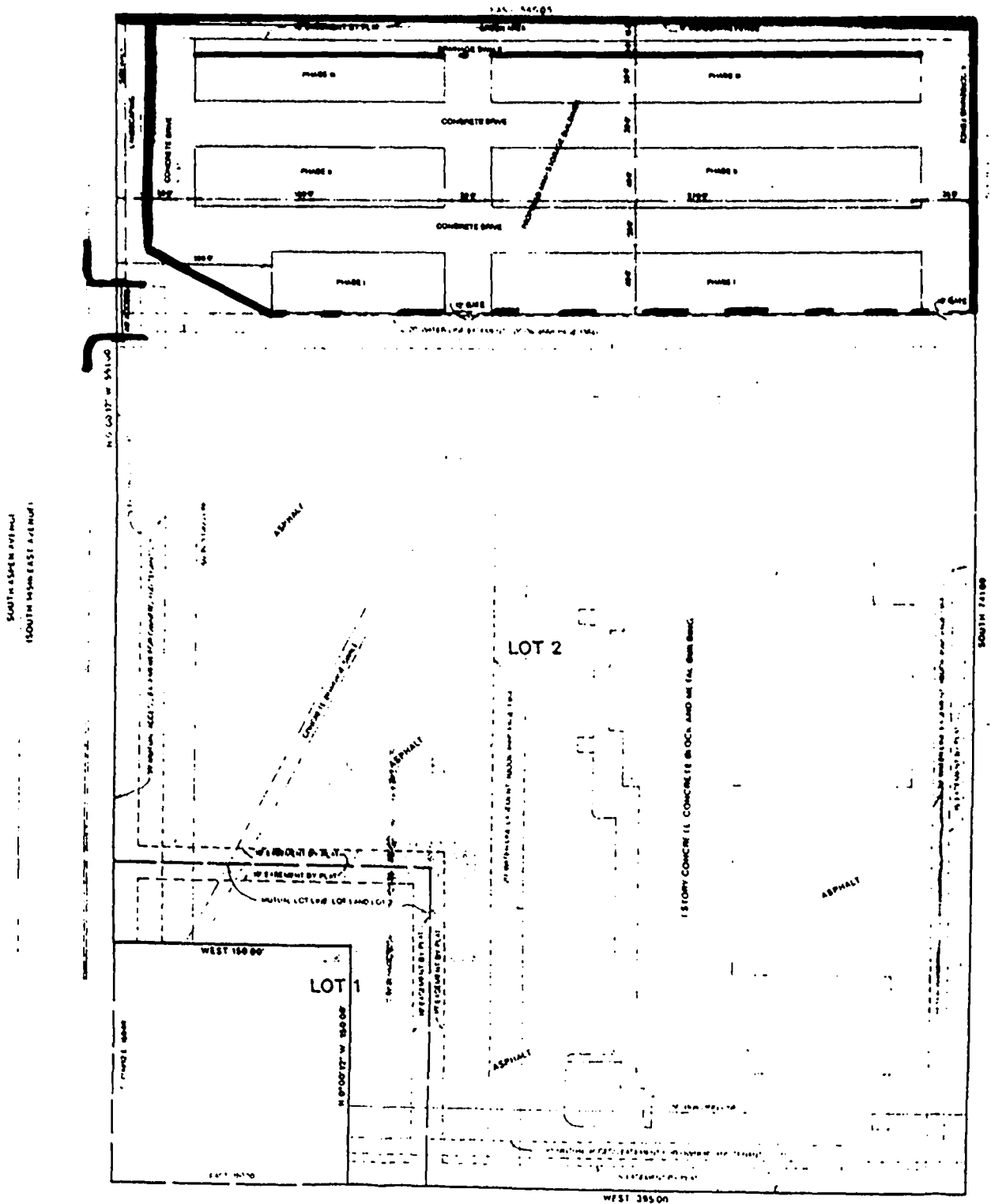
Sincerely,

Farhad K. Daroga
Farhad K. Daroga
Planning Director

FKD:mg

cc: Allen Stanton
Joe Donelson

Revised Site Plan



CITY PLANNING
DEPARTMENT

Phone (918) 251-5311
FAX (918) 251-6642

October 6, 1992



Mr. John N. Rogers
P. O. Box 381
Sallisaw, OK 74955

Re: BAZ 1152 & PUD 74
Aspen Square

Dear Mr. Rogers:

The Broken Arrow City Council, in their meeting of October 5, 1992, approved your rezoning request (BAZ 1152) for 2.41 acres north of the northeast corner of Washington (91st) and Aspen (145th), from C-3 to C-5. The City Council approved this zoning subject to Planned Unit development (PUD) 74, for the Aspen Square Shopping Center.

These items were approved, as recommended by the Planning Commission in their meeting of September 24, 1992, and as agreed by you. For the development of this mini-storage project, the following conditions shall apply:

1. North setback to be minimum 25' from the north property line. The north 15' of this property is an utility easement and shall not have any structures, except for a screening fence. It is recommended that the south 10' of this 25' setback be used for landscaping and planting of trees, shrubbery, etc. There shall be no outdoor storage, nor vehicular access within this 25' landscaped buffer area.
2. A minimum 6' high, new privacy/opaque fence, to be placed on the entire north and east perimeter of the mini-storage project. This new fence will replace the existing (residential) fences and built in coordination and agreement with the surrounding property owners.
3. A minimum 6' high privacy/opaque fence on the west perimeter of this property, shall be placed 20' east of the property line along Aspen Ave. This privacy fence will be approved through a detailed site plan, prior to the building permit issuance.
4. All mini-storage structures shall be maximum one-story in height and shall not exceed an overall height of about 20'. As you suggested to the City Council, the mini-storage buildings shall be between 9' and 11' in height.

October 6, 1992

5. Site grading, site design and surface work for this project shall have to be reviewed for storm water flow/grading purposes and approved by city staff prior to building permit. Retaining walls may be necessary, on the east and northeast sides of the mini-storage project, to avoid erosion problems.
6. A minimum 5' wide concrete sidewalk shall be placed in the Aspen Ave. street right-of-way, preferably adjoining the property line.
7. No new curb cuts (access) shall be approved for this entire PUD. Existing curb cuts shall be used for the mini-storage project.
8. Proposed sign for the mini-storage project is a monument sign, not to exceed 7' in height and shall be placed minimum 80' from the center line of Aspen Ave. Though this application did not address the size of this sign, the sign code permits a sign of 40 sq. ft. (maximum) at this height and setback.
9. Outdoor lighting, for security purposes, shall be installed at the north end of the mini-storage project. Light fixtures should not be higher than the buildings and should be directed away from the residences, such that the lights should not shine directly towards the residences.

An ordinance confirming the approval of this zoning and PUD case will be issued as soon as our legal staff can formulate the legal description and present it to the City Council for their approval.

Action by the City Council will be recorded in the minutes of October 5, 1992. If you have any questions concerning this matter, please contact me.

Sincerely,

Farhad K. Daroga
Farhad K. Daroga
Planning Director

FKD:mg

cc: Charles Palmer



City of Broken Arrow

Request for Action

File #: 21-511, **Version:** 1

Broken Arrow Planning Commission
04-22-2021

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

Approval of BAL-2120CB, Aspen Square Center/I.D.C. Center II, 1 Proposed Lot, 2.72 acres, CN and CH/PUD-74, one-eighth mile north of Washington Street (91st Street), east of Aspen Avenue (145th E. Avenue)

Background:

Applicant: Tim Terral, Tulsa Engineering and Planning, Inc.
Owner: Aspen Square, Inc.
Developer: Aspen Square, Inc.
Surveyor: Tulsa Engineering and Planning, Inc.
Location: One-eighth mile north of Washington Street (91st Street), east of Aspen Avenue (145th E. Avenue)
Size of Tract 2.72 total acres; Tract A - 2.20 acres; Tract B - 0.52 acres
Number of Lots: Combining two parcels into one lot
Present Zoning: CN and CH/PUD-74
Comp Plan: Level 6 (Regional Commercial/Employment)

Lot combination request BAL-2120CB involves 2.72-acres located one-eighth mile north of Washington Street (91st Street), east of Aspen Avenue (145th E. Avenue). The property, which is part of PUD-74, has an underlying zoning of CN (Commercial Neighborhood) and CH (Commercial Heavy). BAL-2119, which proceeded BAL-2020CB, split 1.66 acres into two lots. With BAL-2020CB, applicant is proposing to combine Tract 1 from BAL-2119 with an existing lot to the north to create a 2.72-acre parcel.

The property associated with BAL-2020CB has been platted as a part of I.D.C. Center II, which was recorded in Tulsa County in December 1979. On February 25, 1988, the Planning Commission approved BAL-597 that split Lot 2, Block 1 and part of Lot 1, Block 1 of I.D.C. Center II into 5 lots. With BAL-597, an independent parcel was created that occupied the north 176 feet of the I.D.C. Center II plat. The north parcel was not allowed any curb cuts onto Aspen Avenue.

In September 1992, the City Council approved BAZ-1152 (C-3 to C-5) along with PUD 74 for a mini-storage development on the north 2.41 acres of I.D.C. Center II. On November 19, 1992, the Planning Commission approved a site plan for the mini-storage project. The site plan showed the mini-storage units to occupy the north 193 feet of the I.D.C. Center II, with buildings located along the south boundary of the C-5 zoning district. The lot line created by BAL-597 was 17 feet north of the south boundary of the mini-storage complex.

At the time of the rezoning, however, the mini-storage and abutting property to the south were under the same ownership.

The current property owner wants to have the mini-storage complex and an access drive for the mini-storage all on one parcel. As a result, they requested with BAL-2119 that the north 42.22 feet of Parcel A that was created with BAL-597 be split and attached to the independent parcel (north 176 of I.D.C. Center II) created with BAL-597. BAL-2020CB then proposes to attach Tract 1 of BAL 2119 with the north 176 feet. This places the mini buildings and a 25.3-foot access drive all on one lot.

With PUD 74 that was adopted in 1992, there is little information in the file pertaining building setbacks along the south boundary of the mini-storage facility. The mini-storage buildings were built 17 feet south of the lot line and along the zoning district boundary. The I.D.C. Center II plat however states, "All buildings constructed in the Addition shall conform to the zoning regulations applicable to said tract." According the Zoning Ordinance that was in effect at the time PUD-74 was adopted, buildings were required to setback 30 feet from the property line associated with a different zoning classification. At the time the mini-storage building were constructed, the property to the south was under the same ownership.

According to information provided by the applicant, the proposed lot line associated with BAL-2120CB is located 29.9 feet north of the existing shopping center. The Zoning Ordinance states that building setback lines are measured from the property line. The property on each side of the proposed property line is part of PUD 74 with an underlying zoning of CN. According to the Zoning Ordinance, there is no setback requirement on side yards with the same zoning classification. Between CN and CH, the setback is 30 feet on each side of the property. The site plan for the mini-storage building was previously approved with a 0 setback at the zoning line, and no zoning changed was required. BAL-2120CB will be increasing the setback distance from 0 feet at the property line to 25 feet.

When BAL-597 was approved, no access was allowed to Aspen Avenue. A 30-foot wide mutual access easement was provided along part of the west boundary.

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 combination.

Attachments: BAL-2120CB Exhibits and Legal Descriptions
Case map
Aerial
I.D.C. Center II plat
PUD-74 and BAZ-1152
BAL-597 Lot Split
Aspen Square Mini Storage Site Plan

Recommendation:

Staff recommends that BAL-2120CB be approved, subject to the following:

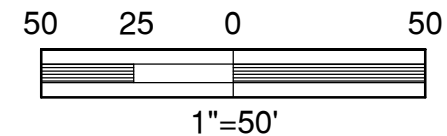
1. Warranty deeds for the resulting parcels shall be brought simultaneously to the Community Development Department to be stamped prior to being recorded in Tulsa County.
2. A mutual access easement of at least 25 feet in width shall be provided along the south boundary of the

combined tract.

Reviewed by: Jill Ferenc

Approved by: Larry R. Curtis

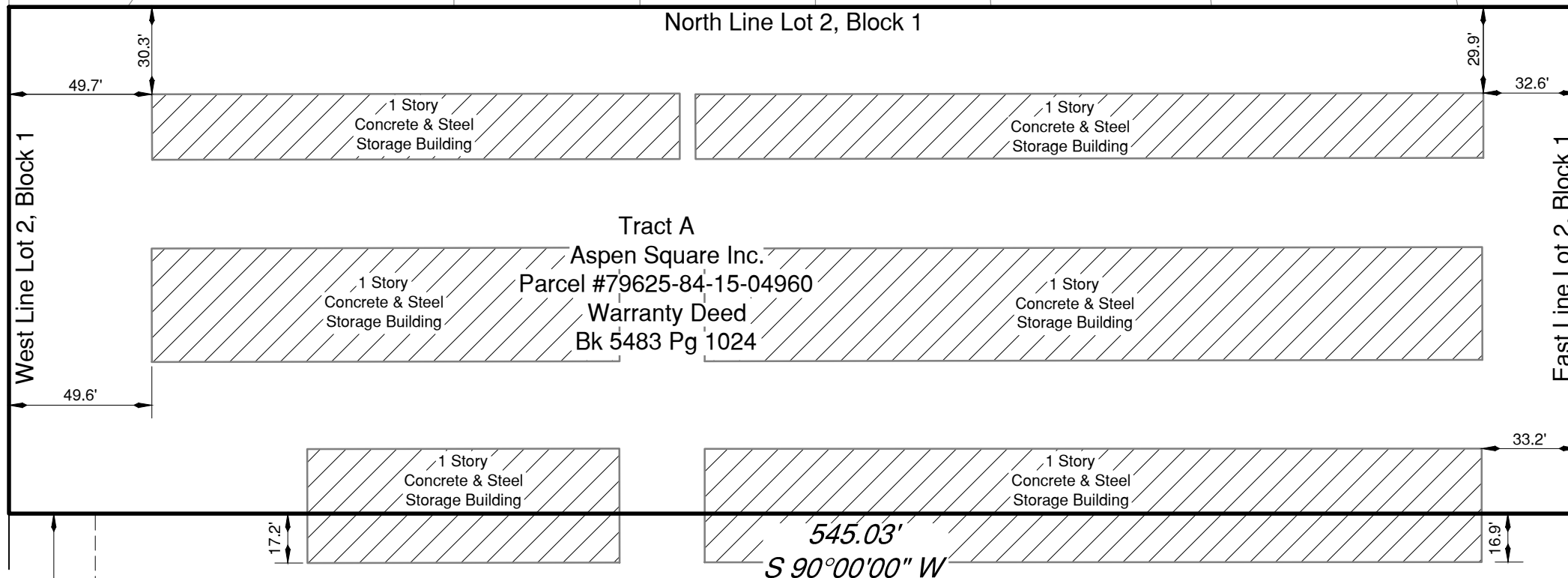
BDM



STACY LYNN FIFTH
PLAT NO. 3300
BLOCK 7
 $N 90^{\circ}00'00'' E$
545.05'

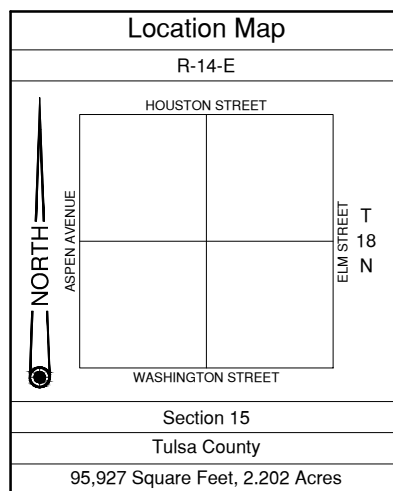
Aspen Avenue

$N 00^{\circ}00'12'' W$
176.00'



$S 00^{\circ}00'00'' W$
176.00'

BLOCK 7



A = 30' Access Easement Agreement
Book 5049, Page 804

I.D.C. CENTER II
PLAT NO. 3991
PART OF LOT 2, BLOCK 1

Sheet 1 of 2

Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2021



Tulsa Engineering & Planning Associates, Inc.
9810 East 42nd Street, Suite 100, Tulsa, OK 74146
Phone: 918-252-9621 Fax: 918-340-5999



Exhibit "A"
Lot Consolidation Tract A

Exhibit "A" (3)

Lot Consolidation Tract "A" Legal Description

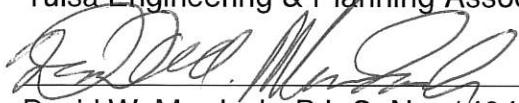
The North 176 Feet of Lot Two (2), Block One (1), I.D.C. Center II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, According to the recorded plat thereof. Plat No. 3991. [As taken from Parcel "D" contained within Warranty Deed, Book 5483, Page 1024, as recorded in the files of the Tulsa County Clerk's office.]

Containing 95927 square feet, or 2.2022 acres

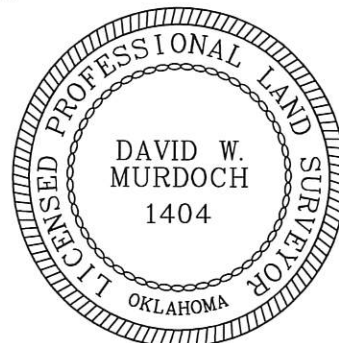
CERTIFICATE:

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Witness my hand and official seal this 10th day of March, 2021
Tulsa Engineering & Planning Associates, Inc.


David W. Murdoch, P.L.S. No. 1404

E-mail: d.murdoch@tulsaengineering.com
Telephone: (918) 340-5328



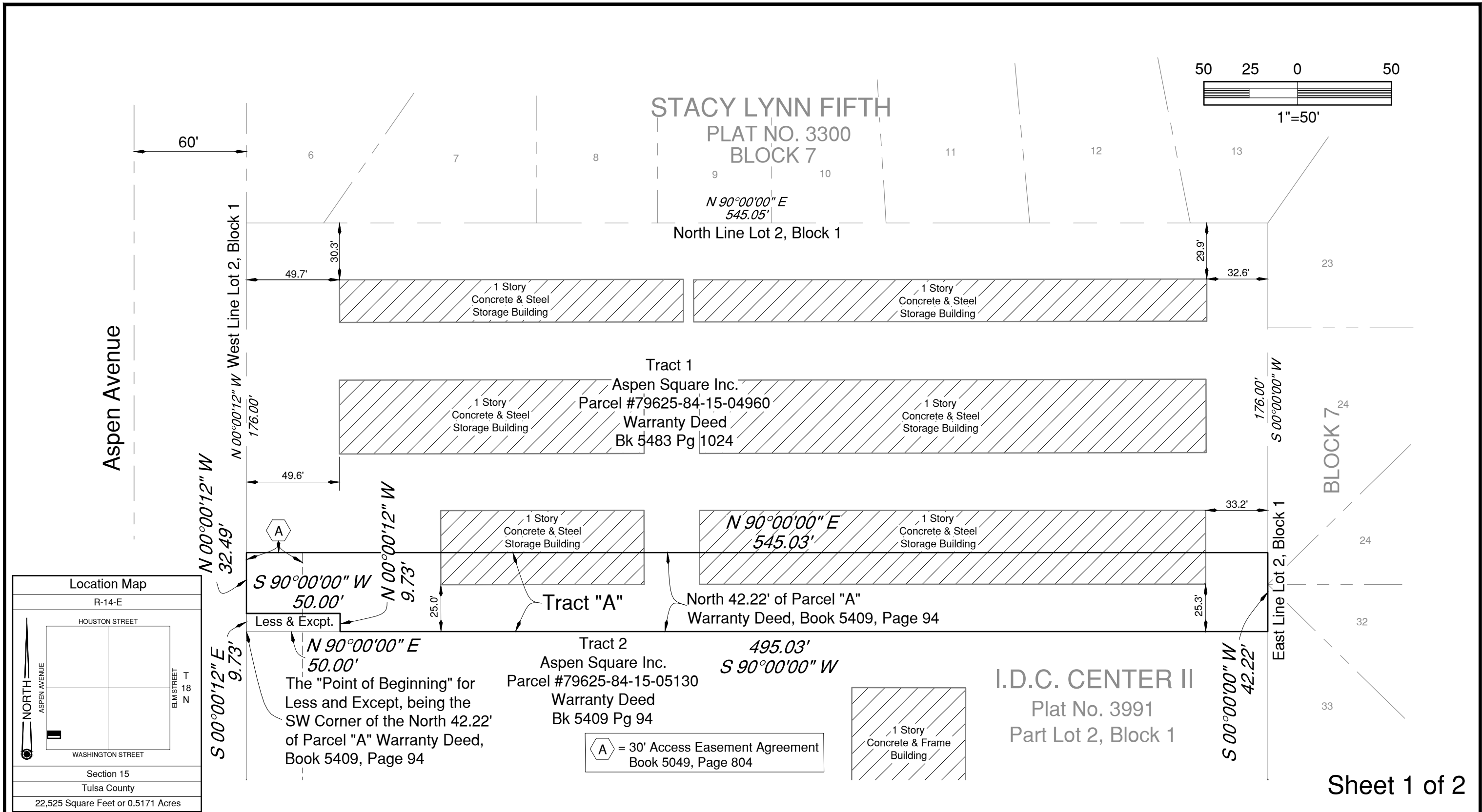
LOT CONSOLIDATION TRACT A

Sheet 2 of 2



Tulsa Engineering & Planning Associates, Inc.
9810 East 42nd Street, Suite 100, Tulsa, OK 74146
Phone: 918-252-9621 Fax: 918-340-5999
Civil Engineering • Land Surveying • Land Planning
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2021

Job No: 20-022
Scale: N/A
Date: 3/10/2021



Tulsa Engineering & Planning Associates, Inc.
9810 East 42nd Street, Suite 100, Tulsa, OK 74146
Phone: 918-252-9621 Fax: 918-340-5999
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2021



Exhibit "C"
Tract "A"

Exhibit "B" (2)

Tract "B" Description

The North 42.22 feet of Parcel "A" contained within Warranty Deed, recorded in Book 5409, Page 94, as recorded in the files of the Tulsa County Clerk's office,

Less and Except the following described tract:

Beginning at the SW corner of said North 42.22 feet; Thence N 90°00'00" E a distance of 50.00 feet; Thence N 00°00'12" W, parallel to the West line of said I.D.C. Center II, a distance of 9.73 feet; Thence S 90°00'00" W a distance of 50.00 feet to the West line of said I.D.C. Center II; Thence S 0°00'12" E along said West line, a distance of 9.73 feet to the "Point of Beginning".

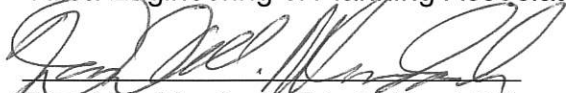
Containing 22,525 square feet or 0.5171 acres.

CERTIFICATE:

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

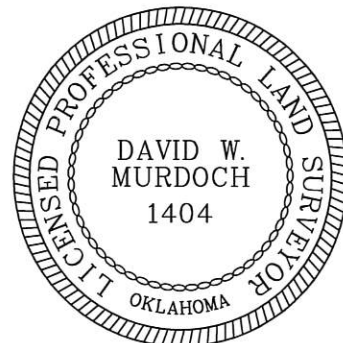
Witness my hand and official seal this 10th day of March, 2021

Tulsa Engineering & Planning Associates, Inc.


David W. Murdoch, P.L.S. No. 1404

E-mail: d.murdoch@tulsaengineering.com

Telephone: (918) 252-9621



LOT CONSOLIDATION TRACT "B" Sheet 2 of 2



Tulsa Engineering & Planning Associates

9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146

Phone: 918-252-9621 Fax: 918-340-5999

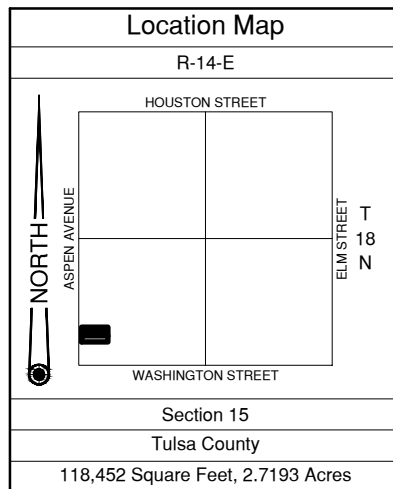
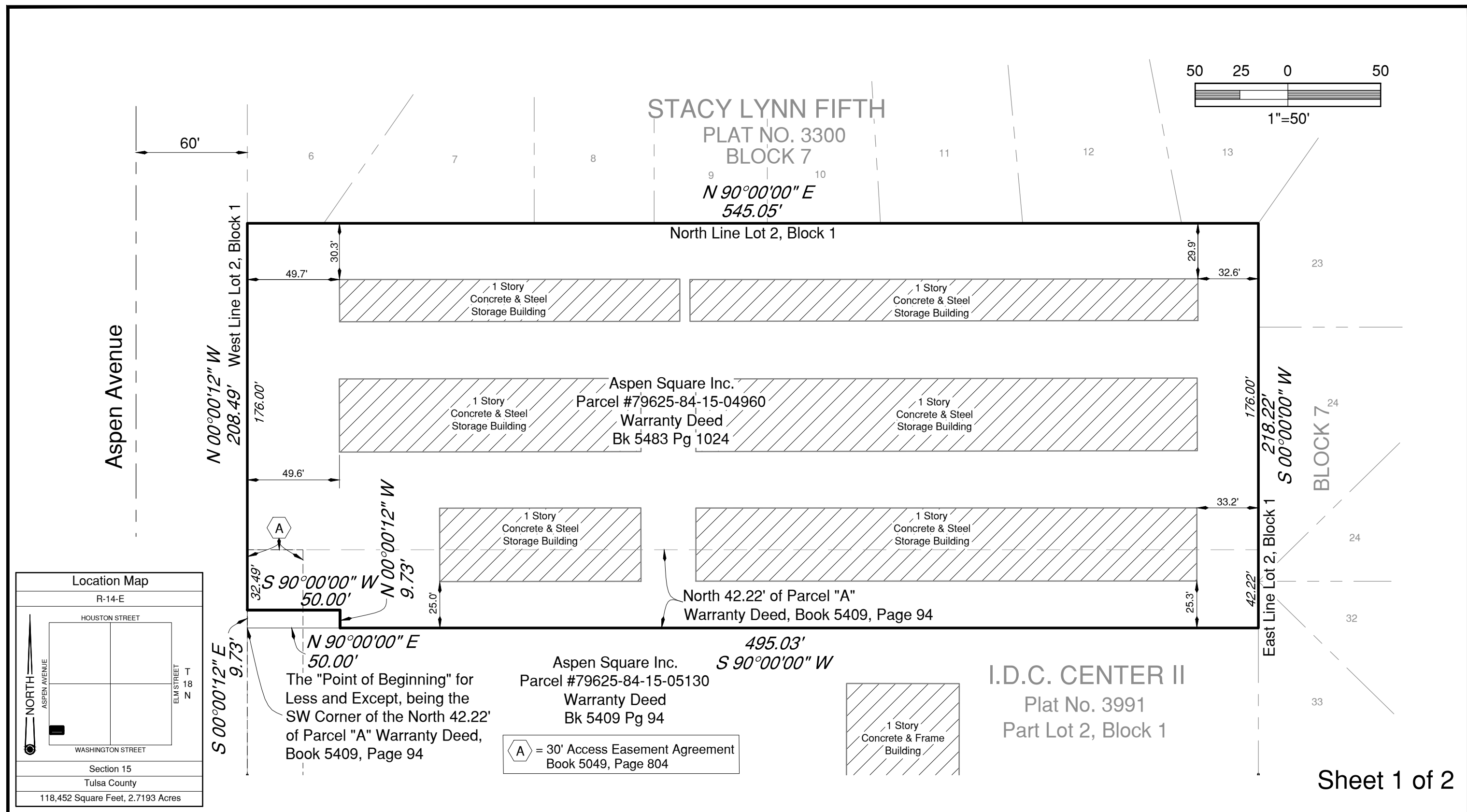
Civil Engineering, Land Surveying, Land Planning

Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2021

Job No: 20-022

Scale: N/A

Date: 3/10/2021



Tulsa Engineering & Planning Associates, Inc.
9810 East 42nd Street, Suite 100, Tulsa, OK 74146
Phone: 918-252-9621 Fax: 918-340-5999
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2021



Exhibit "C"
Lot Consolidation Combined Tract

Exhibit "C"

Lot Consolidation Combined Tract Description

The North 176 feet of Lot Two (2), Block One (1), I.D.C. Center II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to recorded plat No. 3991 as filed in the office of the Tulsa County Clerk,

Together with the following described Tract:

The North 42.22 feet of Parcel "A" contained within Warranty Deed, recorded in Book 5409, Page 94, as recorded in the files of the Tulsa County Clerk's office,

Less and Except the following described tract:

Beginning at the SW corner of said North 42.22 feet; Thence N 90°00'00" E a distance of 50.00 feet; Thence N 00°00'12" W, parallel to the West line of said I.D.C. Center II, a distance of 9.73 feet; Thence S 90°00'00" W a distance of 50.00 feet to the West line of said I.D.C. Center II; Thence S 0°00'12" E along said West line, a distance of 9.73 feet to the "Point of Beginning".

The combined parcel contains 118,452 square feet or 2.7193 acres.

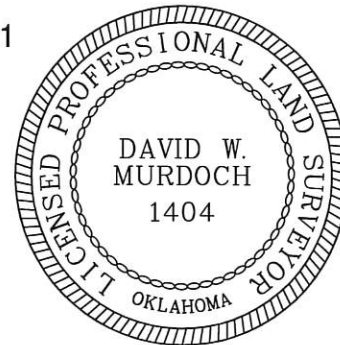
CERTIFICATE:

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Witness my hand and official seal this 10th day of March, 2021
Tulsa Engineering & Planning Associates, Inc.



David W. Murdoch, P.L.S. No. 1404



E-mail: d.murdoch@tulsaengineering.com
Telephone: (918) 252-9621

LOT CONSOLIDATION COMBINED TRACT

Sheet 2 of 2



Tulsa Engineering & Planning Associates
9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146
Phone: 918-252-9621 Fax: 918-340-5999
Civil Engineering, Land Surveying, Land Planning
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2021

Job No: 20-022
Scale: N/A
Date: 3/10/2021

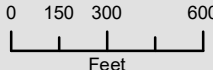


Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date February 2018



Subject
Tract

BAL-2120CB



15 18-14

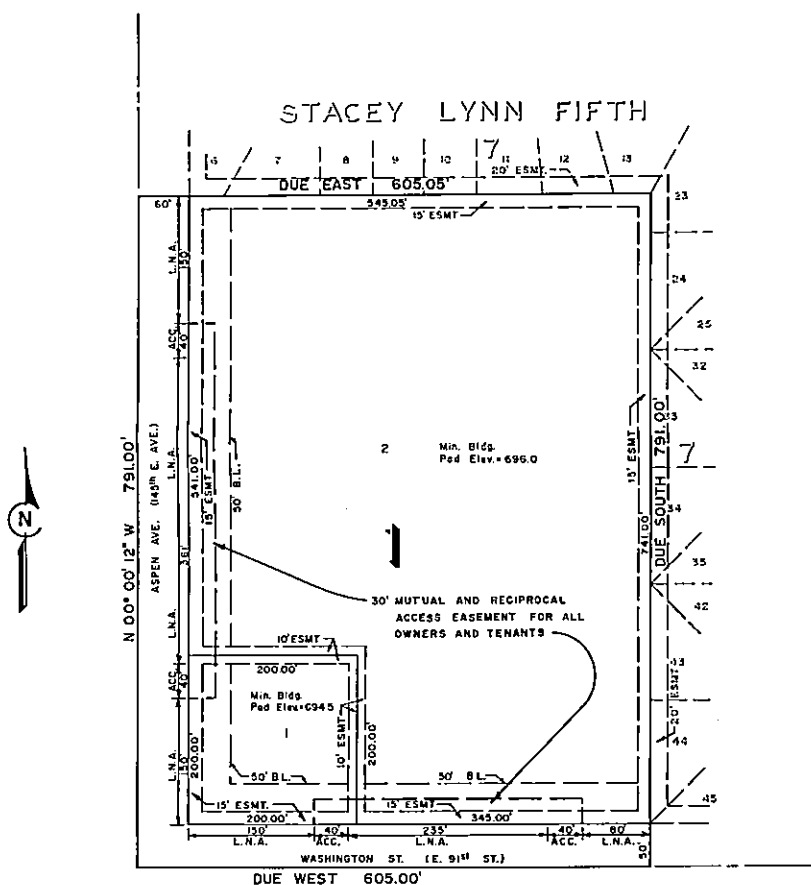


I.D.C. CENTER II

AN ADDITION
TO THE CITY OF BROKEN ARROW, OKLAHOMA
LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF THE
SOUTHWEST (SW/4) OF SECTION 15, T-18-N, R-14-E, TULSA
COUNTY, OKLAHOMA, CONTAINING 10.99 ACRES MORE OR LESS.

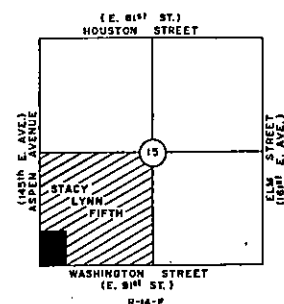
~~CLERK~~
COUNTY CLERK

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS
PLAN IS IN ACCORDANCE WITH THE
CRIME REVENUE TRAINING
COMMISSION ACT OF 1974
4-20-79
J. M. Wintick, Secretary
BCI



OWNER: INVESTMENT DYNAMICS CORP
5416 S. YALE
TULSA, OKLAHOMA 74135
TEL. (918) 663-0597

ENGINEER: SPRADLING & ASSOCIATES, INC.
5157 E. 51ST ST.
TULSA, OKLAHOMA 74135
TEL. (918) 662-7274



CERTIFICATE

[illegible]

1979 Date: 12-19-79 DRAWING NO. 79007

JOHN F. CAMPBELL,
TOLSON COUNTY TREASURER.
By: J. Blanton
Deputy

KNOW ALL MEN BY THESE PRESENTS:

THAT INVESTMENT DYNAMICS CORPORATION, and Oklahoma corporation, being the Owners of the real property hereinafter described has caused said property, to-wit:

A tract of land being in the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section 15, Township 18 North, Range 14 East, Tulsa County, Oklahoma, being more particularly described as follows:

Beginning at the Southwest Corner of said Section 15, Thence N 0°00'12" N in distance of 791.00 feet, thence East a distance of 605.05 feet, thence South a distance 791.00 feet, thence West a distance of 605.00 feet to the point of beginning, containing 0.39 acres more or less,

to be surveyed, staked and platted into lots, blocks and streets. In conformity to the plat annexed hereto and have caused the same to be named and designated "I.D.C. CENTER II" an Addition to the City of Broken Arrow, Tulsa County, Oklahoma.

AND, the undersigned owners hereby dedicate for the public use the streets and easements as shown and designated on accompanying plat, for the several purposes of reconstruction, maintaining, opening, repairing, removing and replacing said streets, public utilities including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each such facility, including poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of egress into and upon said easements for the uses and purposes aforesaid; provided, however, that the undersigned owners hereby reserve the right to construct, maintain, operate lay and relay water and sewer lines together with the right of egress into and upon such construction, maintenance, operating, laying and relaying over, across and alongside said easements, including within said easements, below thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat, and to other areas.

AND, the undersigned owners, for the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants and for the mutual benefit of the undersigned owners, their successors and assigns and the adjacent owners abutting the tract, their successors and assigns do hereby impose the following restrictions, limitations and reservations, which shall be binding upon all subsequent purchasers:

1. All building constructed in the Addition shall conform to the zoning regulations applicable to said tract.

These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for twenty (20) years from the date the plat of I.O.C. CENTER II is filed in the office of the County Clerk, Tulsa County, Oklahoma.

If the parties hereto, or any of them, or their heirs or assigns, or any person hereafter owning any of the said lots hereinabove described, shall violate any of the covenants, it shall be lawful for any other person or persons owning any of the lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, either to prevent him or them from so doing or to recover damages or other dues from such violations. In addition, if any of the owners of said lots in any manner violate any of the Restrictive Covenants hereinabove recited, it shall be lawful for any person owning any properties, lands, lots, or blocks adjacent to any of the lots located in "I.O.C. CENTER II" to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any such covenants or restrictions, either to prevent him or them from so doing or to recover damages or other dues from such violation.

Invalidation of any of these covenants by Judgment or Court Order shall, in no wise affect any of the other provisions, which shall remain in force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands at Tulsa, Oklahoma this 5th day of November, 1979.

INVESTMENT DYNAMICS CORPORATION

Richard Dahlen
PRESIDENT

ATTEST
Levinda F. Adams

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss

Before me, the undersigned, a Notary Public in and for said County and State on this 5th day of November, 1970, personally appeared William A. Sullivan, to me known to be the identical person who subscribed the name and maker thereof to the foregoing instrument, and he acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Ray Austin
NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 8, 1980

CERTIFICATE OF SURVEY

I, JACK L. SPRADLING, the undersigned, a Registered Professional Engineer and Surveyor, hereby certify that I have carefully and accurately SURVEYED, STAKED WITH IRON PINS AND PLATTED the above described tract of land designated as "I.D.C. CENTER II" an Addition to the City of Broken Arrow, Oklahoma, and that the above plat is a true and correct representation of said survey.

Dated this 24 day of August, 1979.

Robert L. Smith
REGISTERED PROFESSIONAL ENGINEER
AND SURVEYOR

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss

Before me, the undersigned, a Notary Public within and for the State of Oklahoma, on this 24 day of August, 1979, personally appeared JACK L. SPRADLING, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Carol G. Cooper
NOTARY PUBLIC

MY COMMISSION EXPIRES

July 6, 1981



Council Agenda Item No. 4
Council Memo
Council Meeting of OCT 05 1992

TO: Mayor and Council
FROM: John Vinson, City Manager
SUBJECT:

BAZ 1152 and PUD 74, Aspen Square

Applicant: John Nick Rogers, Jr. (Engineer), for Charles Palmer and R. C. Roberts (owners)
Location: Lot 2, Block 1, I.D.C. Center II, Northeast corner of Washington (91st) and Aspen (145th)
Size of Tract: BAZ 1152 = 2.41 acres, PUD 74 = 8.353 ac.
Present Zoning/Use: C-3, Shopping Center
Proposed Zoning/Use: C-5, PUD 74, Shopping Center and Mini Storage

DEVELOPMENT CHRONOLOGY OF ASPEN SQUARE SHOPPING CENTER:

1. Zoning: C-3 zoning approved on northeast corner of Aspen (145th) and Washington (91st). 10.987 acres (gross), BAZ 299, November 1971.
2. Platting: I.D.C. Center II, 2 lots, 10.987 acres, December 1979.
3. Lot Split: BAL 350, creating separate lots for grocery store and pharmacy lot (old Med-X). Approved November 19, 1981.
4. Site Plan: (1) Aspen Square Shopping Center, 53,100 sq. ft., 10.987 acres, November 1981.
5. Site Plan: (2) Expansion of Aspen Square Shopping Center, 0.5165 acres, January 1983.
6. BOA Variance: BOA 362, use variance requesting Sonic Drive-In Restaurant, a C-2 use, in the C-3 zoning. Variance conditionally approved October 13, 1986. Sonic decided not to build at this location.
7. Lot Split: BAL 597, splitting Lots 1 and 2 of I.D.C. Center II into 5 separate lots, with 2 separate property owners. Approved February 25, 1988. Currently, the entire shopping center, except the grocery store and Texaco, are in one ownership.
8. Rezone 2.41 acres (193' X 545') from C-3 to C-5 (BAZ 1152) and PUD 74, for mini-storage. August, September 1992.

Council Action: Approved: ☒ Denied: ☐ Tabled: ☐ Vote: 4-0-1

10/5/92 J. Vinson

BACKGROUND:

Zoning application BAZ 1152 is to rezone 2.41 acres (193' X 545.03') at the north end of the Aspen Square Shopping Center from C-3 to C-5. A lot split, BAL 597, was approved on February 25, 1988, for a lot of 176' X 545.03' = 2.2 acres (smaller than proposed lot), though this lot is in the same ownership as the property to the south.

The C-5 zoning application has been submitted with Planned Unit Development, PUD 74, for a mini-storage development at the north end of this shopping center. However, the PUD covers all of the 8.3 acre Aspen Square. The mini-storage tract is adjacent to the Stacy Lynn 5th addition, zoned R-3. Aspen Square is developed to C-2 standards, though it is zoned C-3, and land to the west is zoned C-5, part of which is developed as the All American Fitness Center.

The unpaved, vacant area at the north end of this shopping center has 176' frontage on Aspen (145th). All approved access locations (curb cuts) have been used for the existing Aspen Square Shopping Center and no new curb cuts are proposed. The PUD application encompasses the entire shopping center, less the Texaco Service Station on the northeast corner of Aspen and Washington.

This shopping center property was zoned C-3 in November 1971 (BAZ 299) and platted in December 1979. C-3 zoning is non-conforming, since the maximum lot size in that zoning is 2.49 acres. The entire shopping center currently is approximately 8.353 acres. This is one of the reasons for the PUD application on the entire property.

There have been some protests (from Stacy Lynn Addition) to this application. The protestants have asked for more buffering and larger setbacks. The applicants had a meeting with surrounding residents on Tuesday, August 25, 1992, to try to answer their concerns and explain the proposal.

The Broken Arrow Planning Commission reviewed this application in their meeting of August 27, 1992 and continued it, since the applicants had an incomplete proposal and were uncertain about the details of their proposed mini-storage project. The Planning Commission again considered this application in their meeting of September 24, 1992, and conditionally recommended approval. In each of these meetings, several residents from the Stacy Lynn addition were present to observe this application. A few of the surrounding residential property owners have shown mixed reaction to this project. The general consensus is favorable towards the land use, i.e. mini-storage. However, the concerns have been about screening fences, setbacks, buffering, lighting, security and noise, etc.

PUD ANALYSIS:

The PUD application has been made for the following reasons:

1. C-5 zoning abutting a residential neighborhood.
2. Aspen Square Shopping Center is in a non-conforming zoning status. It is 8.353 acres and in C-3 district (maximum size 2.5 acres).
3. Mini-storage will have access from existing curb cuts and the shopping center and no new curb cuts are proposed.
4. Shopping center (less grocery store and Texaco) is in one unified ownership.
5. Proposed setbacks (north and east) are less than C-5 zoning requirements.

The original PUD submittals show four phases of the proposed mini-storage project. The mini-storage project will occupy the north 193' of this property.

The revised site plan proposes a 50' building setback from Aspen Ave., a 25' building setback from the north (Stacy Lynn 5th Addition), and a 35' setback from the east. The proposal also shows the mini-storage buildings to open to the south, into the shopping center without screening or fencing.

RECOMMENDATION:

C-5 zoning would normally not be a desired zoning classification adjacent to an existing single family, residential neighborhood. However, based on the submitted PUD, for development of a mini-storage facility and the PUD conditions, the Planning Commission and staff recommend approval of C-5 zoning contingent to PUD 74.

Of all possible commercial uses which could be placed in a shopping center, within C-3 or C-5 zoning, mini-storages are one of the more benign uses. This use does not generate excessive traffic, nor does it generate much activity after dark. It will also be a one-story high project. Therefore, from a use standpoint adjacent to a residential neighborhood, the proposed mini-storage facility may be a desirable land use alternative. However, mini-storages do have some disadvantages, such as esthetics, lack of job/tax generation, large amounts of storm water generation, etc. Planning Commission and staff recommend approval of BAZ 1152 and PUD 74, as shown on the revised site plan and as follows:

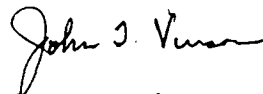
1. North setback to be minimum 25' from the north property line. The north 15' of this property is an utility easement and shall not have any structures, except for a screening fence. It is recommended that the south 10' of this 25' setback be used for landscaping and planting of trees, shrubbery, etc. There shall be no outdoor storage, nor vehicular access within this 25' landscaped buffer area.

2. A minimum 6' high, new privacy/opaque fence, to be placed on the entire north and east perimeter of the mini-storage project. This new fence will replace the existing (residential) fences and built in coordination and agreement with the surrounding property owners.
3. A minimum 6' high privacy/opaque fence on the west perimeter of this property, shall be placed 20' east of the property line along Aspen Ave. This privacy fence will be approved through a detailed site plan, prior to the building permit issuance.
4. All mini-storage structures shall be maximum one-story in height and shall not exceed an overall height of about 24', (height to be determined).
5. Site grading, site design and surface work for this project shall have to be reviewed for storm water flow/grading purposes and approved by city staff prior to building permit. Retaining walls may be necessary, on the east and northeast sides of the mini-storage project, to avoid erosion problems.
6. A minimum 5' wide concrete sidewalk shall be placed along Aspen Ave.
7. No new curb cuts (access) shall be approved for this entire PUD.
8. Proposed sign for the mini-storage project is a monument sign, not to exceed 7' in height and shall be placed minimum 80' from the center line of Aspen Ave.
9. Outdoor lighting, for security purposes, shall be installed at the north end of the mini-storage project. Light fixtures should not be higher than the buildings and should be directed away from the residences. (This item was requested by neighbors and agreed by the developer).

SUGGESTED MOTION:

Move to approve BAZ 1152, approving C-5 zoning on the north end of this shopping center and PUD 74 for the entire Aspen Square Shopping Center, as requested, with all the above listed (9) conditions.

Sincerely,



John T. Vinson
City Manager

PROPOSED PLANNED UNIT DEVELOPMENT
ASPEN SQUARE SHOPPING CENTER
BROKEN ARROW, OKLAHOMA

The proposed planned unit development will encompass all of Lot Two (2) and a part of Lot one (1) of Block one (1) I.D.C. Center II, an Addition to the City of Broken Arrow. The existing shopping center occupies approximately the south three quarters of this area. The north 193.00 feet of Block two (2) is proposed to be developed into a series of mini-storage buildings. The layout is shown on the enclosed plan.

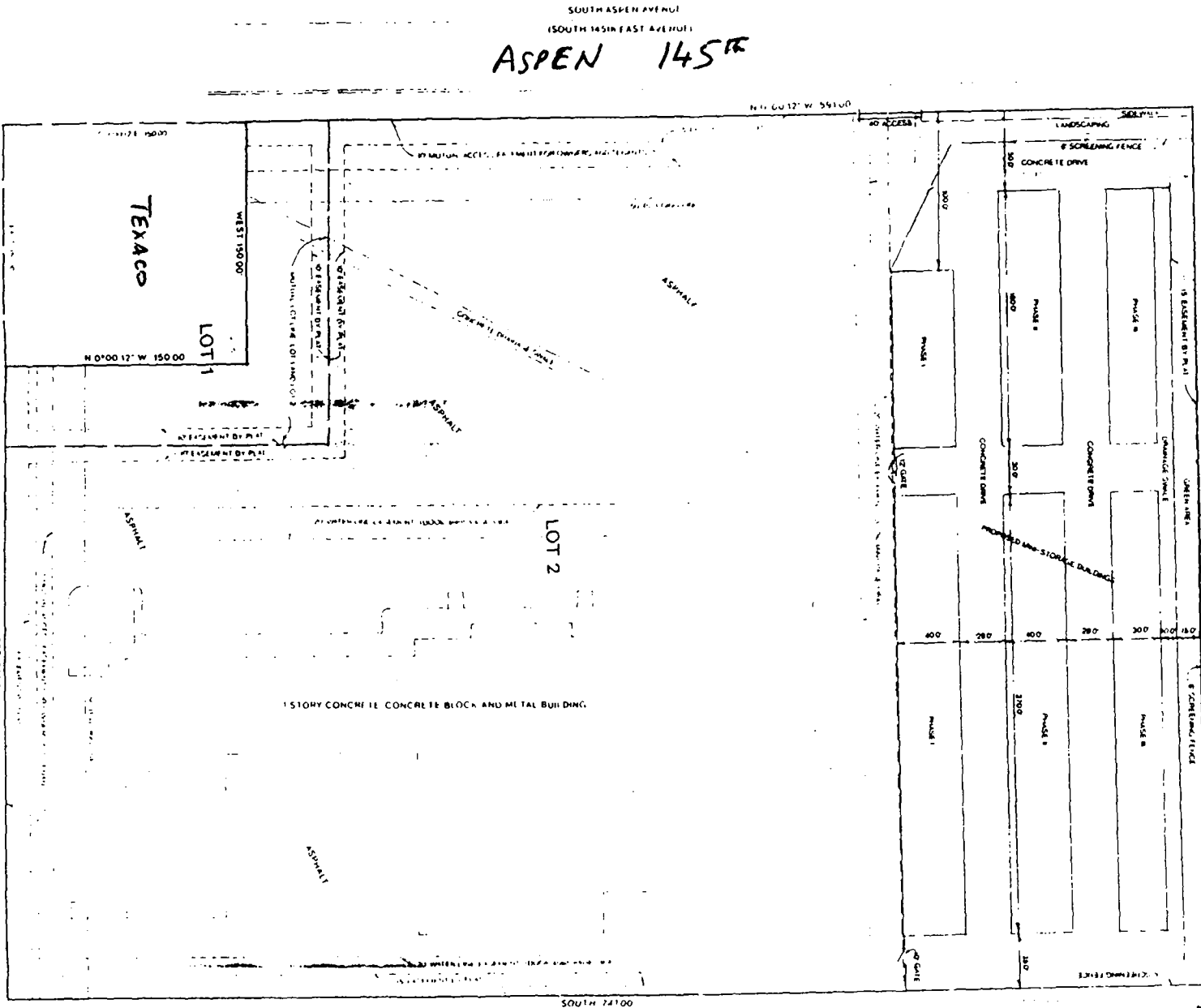
The shopping center area is owned jointly by Charles Palmer and Scrivner Company of Oklahoma City. Both of the owners have signed applications for the planned unit development. There are no modifications presently proposed for the existing buildings at the shopping center.

A concurrent application is being made for rezoning of the north 193.00 feet of this tract from Commercial 3 to Commercial 5 to allow construction of the mini-storage buildings. These buildings will be constructed in four phases as shown on the plan. The driveway lanes between the buildings will be designated as one-way streets. Drainage to the property will be carried to the west, around the west end of the buildings, and onto the existing parking lot which slopes to the southeast. The water will then go into an existing drainage swale and will be carried to the city drainage system.

Revised Site Plan

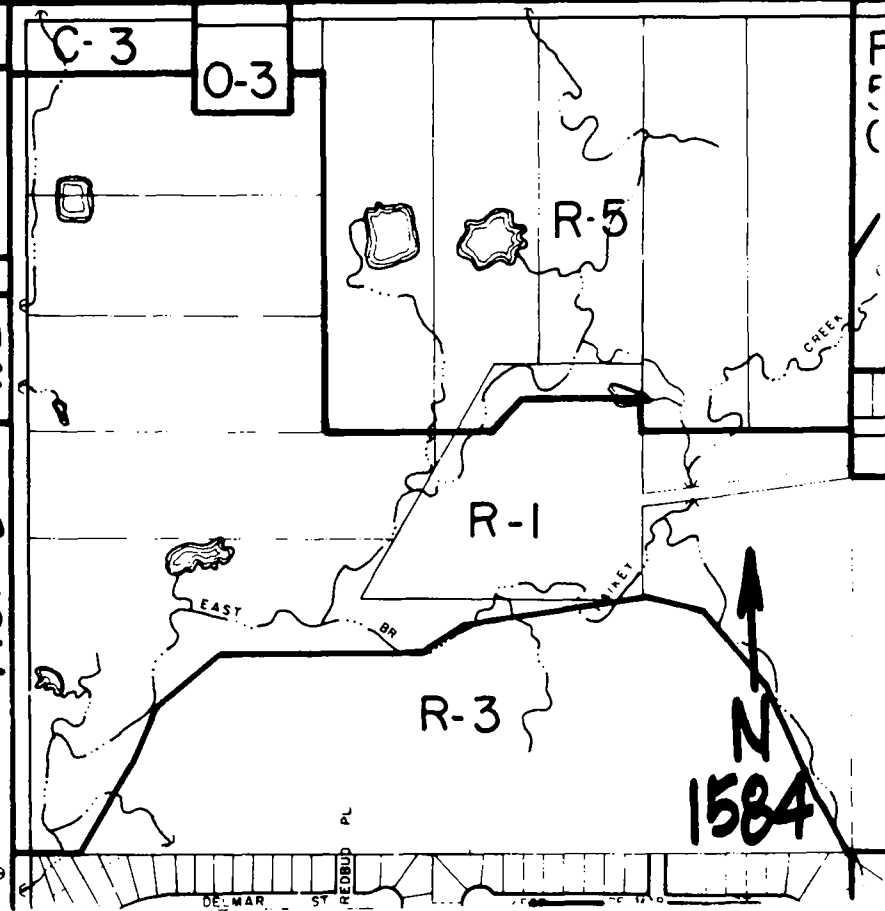
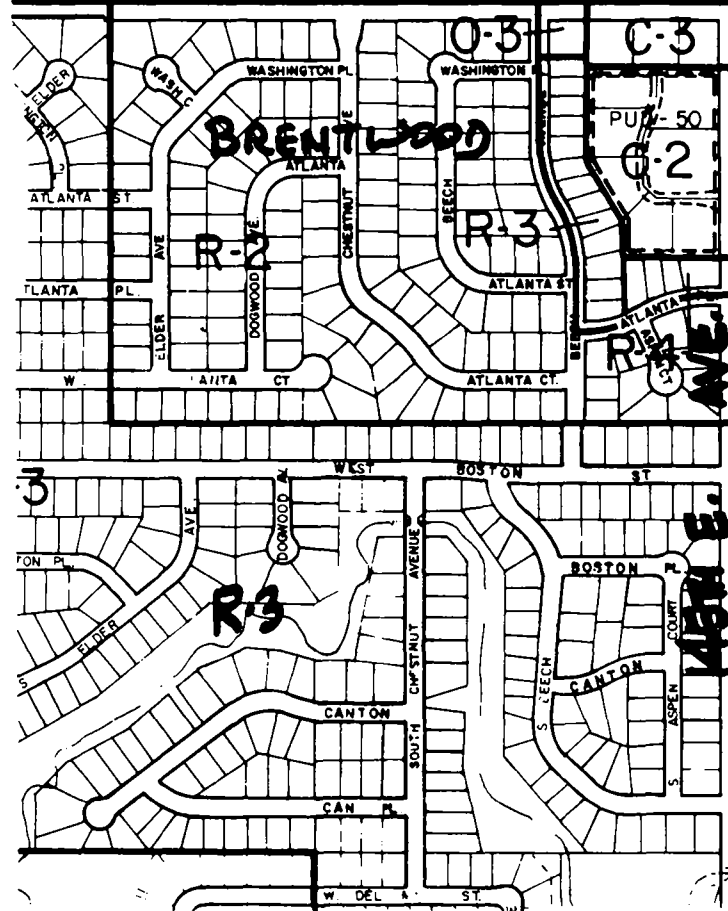
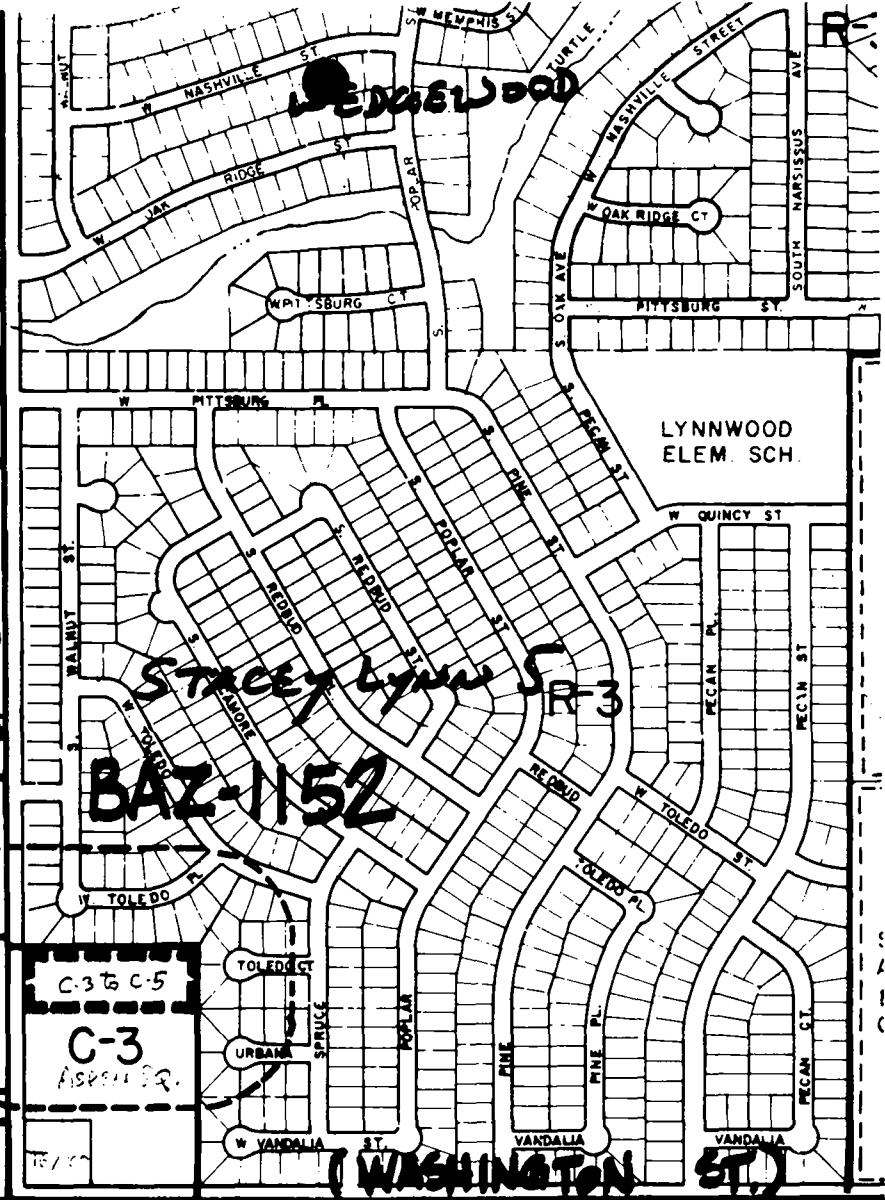
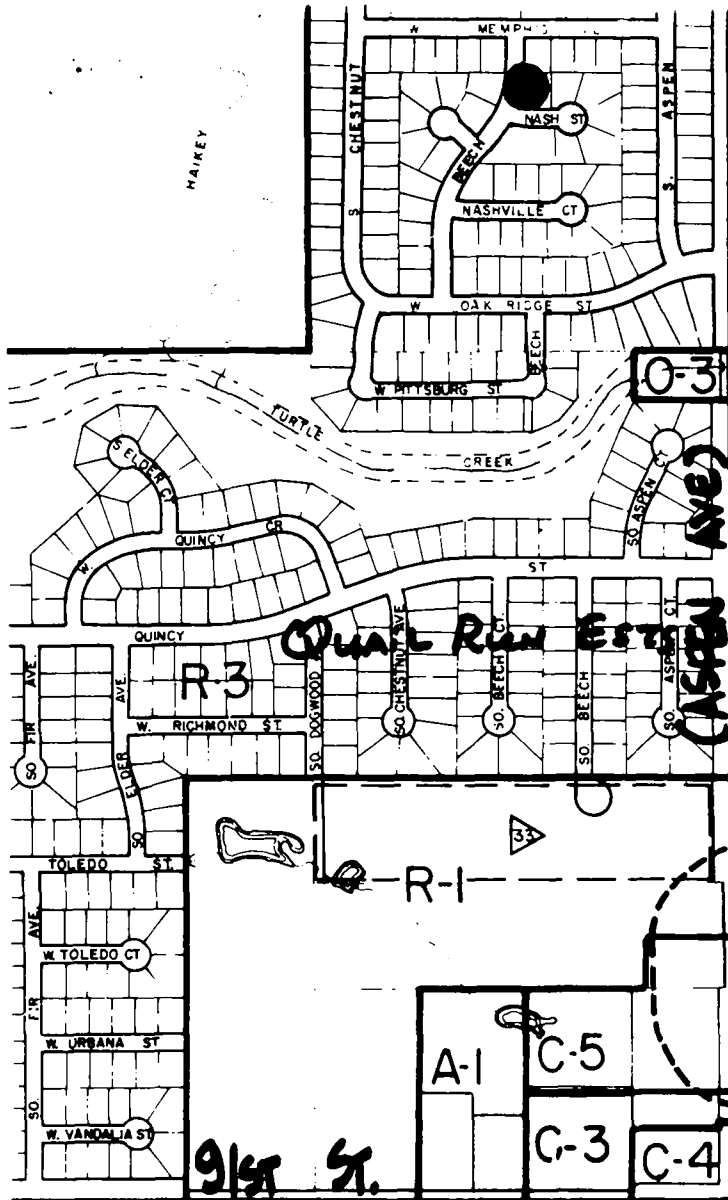
BAZ 1152, PUD 74, Revised by P.C. SEPT. 24, 92

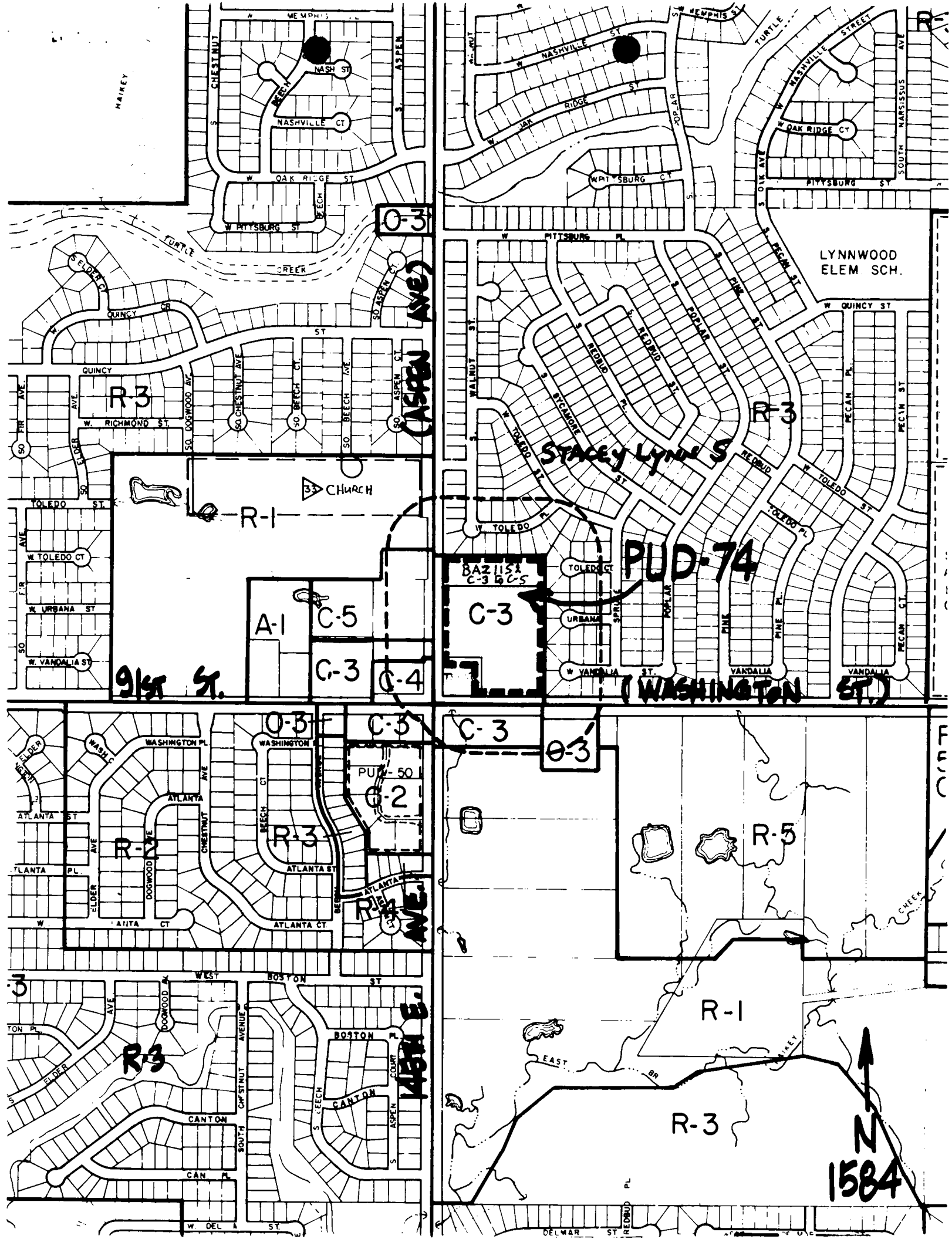
STACEY LYNN 5



STACEY LYNN 5

WASHINGTON 91st







March 8, 1988

Mr. Robert Gardner
1323 East 71st Street
Tulsa, Oklahoma 74136

RE: BAL #597

Dear Robert:

The Broken Arrow Planning Commission, in their meeting of February 25, 1988, conditionally approved BAL #597, as recommended by our Staff. The Commission approved this request subject to the condition that no additional curb cuts be granted within the shopping center, particularly the north resulting lot. This is in conjunction with previous site plan and Board of Adjustment approvals.

Should you have any questions regarding this matter, please contact me.

Sincerely,

Farhad K. Daroga

Farhad K. Daroga
City Planner

FKD:lcf

cc: Jim Whitlock
Allen Stanton
Les Hauger



BROKEN ARROW PLANNING COMMISSION

COMMISSION AGENDA ITEM NO. 8

TO: PLANNING COMMISSION
CHAIRMAN & MEMBERS

COMMISSION MEETING OF 2.25.88

FROM: Farhad Daroga
SUBJECT: BAL #597

PURPOSE: Applicant: Robert Gardner, Frates Corp.,
for Aspen Square Associates
Address/Location: Northeast corner of Washington/91st
and Aspen/145th, Aspen Square
Size of Tract: Parcel A-72, 211.01 sq. ft.
Parcel B-34, 945.60 sq. ft.
Parcel C-77, 030.40 sq. ft.
Parcel D-95, 925.28 sq. ft.
Present Zoning and Use: C-3, Shopping Center

BACKGROUND:

The Aspen Square Shopping Center was developed in 1982 on the northeast corner of Aspen/145th and Washington/91st Street. The Aspen Discount grocery store was under separate ownership and therefore a lot split was approved in November, 1981 (BAL #350). In that lot split, a separate lot was also created for another store site immediately south of the grocery store (MED-X) which did not materialize.

Because of property ownerships changing in the past several years and due to some incorrect legal descriptions, a new lot split application is being proposed. This will result in 5 separate lots in the entire shopping center (not counting Texaco lot).

Parcel A, or Lot 1, is a 132.49-foot frontage lot on Aspen immediately north of the grocery store. The grocery store is owned by Scrivners and is under separate ownership.

Parcel B and C are to the south of the grocery store. Tract C has frontage on Washington Street only and Parcel B has a 104.9-foot frontage on Aspen.

The submitted legal descriptions for each of these tracts are slightly different than the previous lot split (BAL #350). This is to correct some errors created earlier.

In approving this lot split, another independent parcel will be created at the very north portion of this shopping center. This tract will have 176-foot frontage along Aspen. This tract does not have any curb cuts permitted under the approved site plan.

COMMISSION
ACTION:

APPROVAL:



APPROVAL W/MODIFICATION:



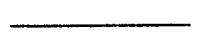
DENIED:



TABLED:



VOTE:



RECOMMENDATION:

Staff can recommend conditional approval of the requested lot split with the condition that the northernmost resulting lot, which has 176-foot frontage on Aspen, not be granted a separate curb cut. This issue was discussed about a year ago when the Board of Adjustment approved a use variance to permit a Sonic Drive-In restaurant on that site. The Board approved the use variance with the condition that no additional curb cuts be granted on this lot. Though the Sonic Drive-In has not been constructed on this site, a time limit for that use variance was not specified by the Board.

During the site plan approval of this shopping center, one additional curb cut was permitted on Aspen. And some adjustments were made from the platted requirements to shift the curb cuts, which has left the north 176' lot without a curb cut of its own. However, the ownership is different for that lot and development plans may change for that site (as compared to original site plan). Therefore, a common access agreement should be completed and filed between the different properties so as not to land-lock the north parcel.

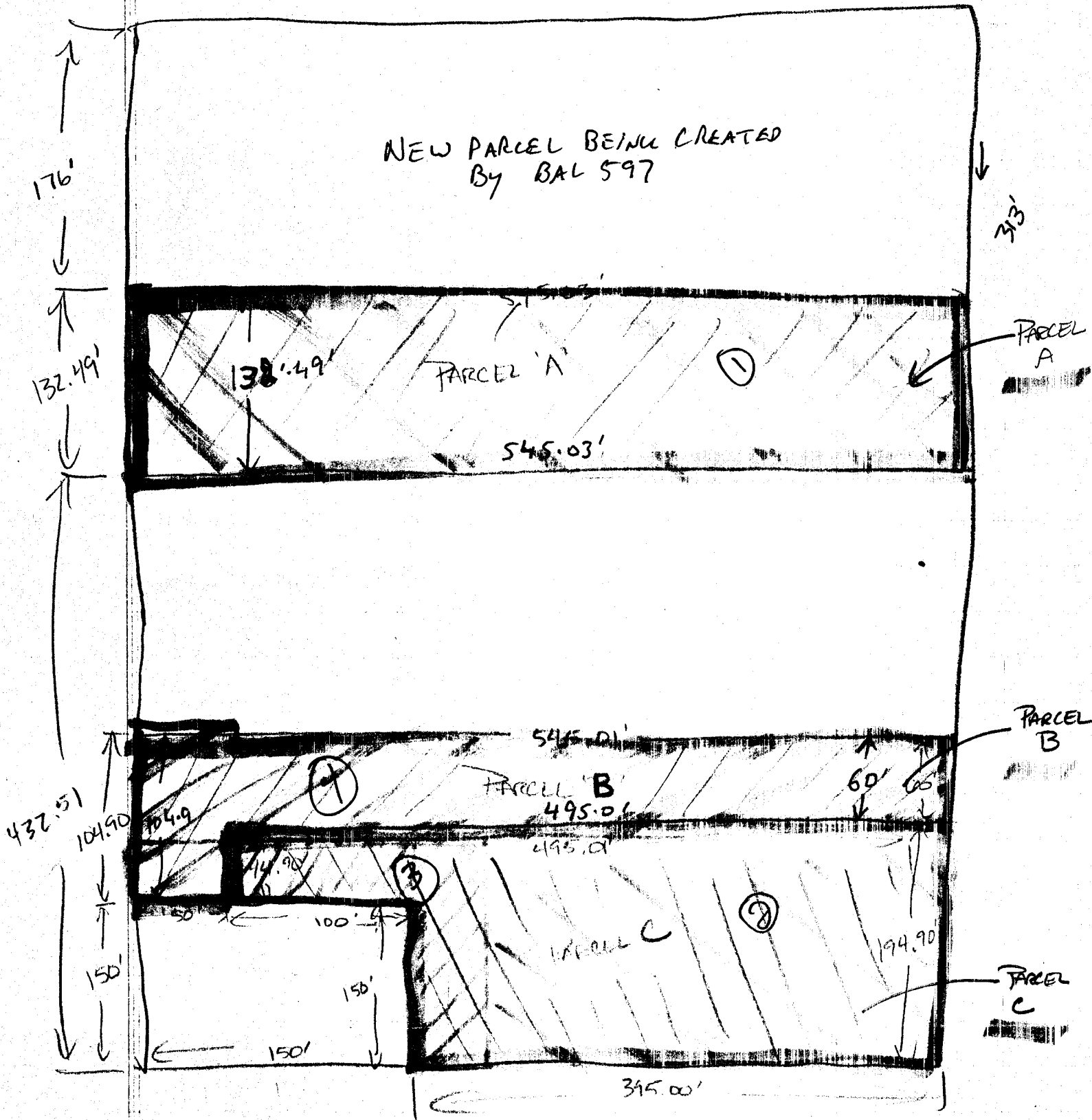
In short, staff can recommend approval of the requested lot split application with the condition of not creating additional curb cuts for any portion of the shopping center and securing a common access agreement between all lots.

SUGGESTED MOTION:

Move to approve BAL #597 as suggested by staff.

LOTS 1 & 2,
BLOCK 1, 1DC
CENTER II

W $\frac{N}{S}$ E



BAL 597 - FEB. 25, 1988

THESE ARE CORRECT LOT SPLITS.
CORRECTING OLD LOT SPLIT ACTIONS
+ CREATING PARCEL A.

NEW

CORRECTED
LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Fracorp Inc., an Oklahoma corporation (formerly The Frates Company, a Delaware corporation), party of the first part, in consideration of the sum of Ten Dollars in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Aspen Square Associates, Ltd., an Oklahoma limited partnership, party of the second part, the following described real property and premises situated in Tulsa County, State of Oklahoma, to-wit:

PARCEL A

Part of Lot 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof, located in the SW/4 of the SW/4 of Section 15, Township 18 North, Range 14 East, Tulsa County, Oklahoma, described as follows:

Commencing at the Southwest corner of Lot 1, Block 1, I.D.C. CENTER II; thence N 0°00'12" W along the West line of said Lots 1 Lot 2, a distance of 432.51 feet to the POINT OF BEGINNING; thence N 0°00'12" W along the West line of said Lot 2, a distance of 132.49 feet to a point, said point being 176 feet South of the Northwest corner of said Lot 2; thence due East a distance of 545.03 feet to a point on the East line of said Lot 2, 176 feet South of the Northeast corner thereof; thence due South along the East line of said Lot 2, a distance of 132.49 feet to a point which is 432.51 feet North of the Southeast corner of said Lot 2; thence due West a distance of 545.03 feet to the POINT OF BEGINNING.

PARCEL B

Part of Lot 1 and 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof, located in the SW/4 of the SW/4 of Section 15, Township 18 North, Range 14 East, Tulsa County, Oklahoma, described as follows:

Commencing at the Southwest corner of Lot 1, Block 1, I.D.C. CENTER II; thence N 0°00'12" W along the West line of said Lot 1, a distance of 150 feet to the POINT OF BEGINNING; thence N 0°00'12" W along the West line of said Lots 1 and 2, a distance of 104.90 feet; thence due East a distance of 545.01 feet to a point on the East line of said Lot 2; thence due South along the East line of said Lot 2, a distance of 60 feet to a point which is 194.90 feet North of the Southeast corner of said Lot 2; thence due West a distance of 495.01 feet thence S 0°00'12" E a distance of 44.90 feet; thence due West a distance of 50 feet to the POINT OF BEGINNING.

PARCEL C

Part of Lots 1 and 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof, located in the SW/4 of the SW/4 of Section 15, Township 18 North, Range 14 East, Tulsa County, Oklahoma, described as follows:

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS LOT SPLIT WAS APPROVED BY THE
BROKEN ARROW PLANNING COMMISSION ON 2.25.88
BAL # 5797
BY Jim Whitlock, Secretary

2/29/88 orig returned to R. Gardner

Commencing at the Southwest corner of Lot 1, Block 1, I.D.C. CENTER II; thence due East along the South line of said Lot 1, a distance of 150 feet to the POINT OF BEGINNING; thence N 0°00'12" W, parallel to and 150 feet perpendicularly distant from the West line of said Lot 1, a distance of 150 feet; thence due West, parallel to and 150 feet perpendicularly distant from the South line of said Lot 1, a distance of 100 feet; thence N 0°00'12" W a distance of 44.90 feet; thence due East a distance of 495.01 feet to a point on the East line of Lot 2, Block 1, I.D.C. CENTER II; thence due South along the East line of said Lot 2, a distance of 194.90 feet to the Southeast corner of said Lot 2; thence due West along the South line of said Lots 1 and 2, a distance of 395 feet to the POINT OF BEGINNING.

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS LOT SPLIT WAS APPROVED BY THE
BROKEN ARROW PLANNING COMMISSION ON 2-25-88
BAL # 577
BY John D. Hittack, Secretary (s)

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature made or suffered to be made by the party of the first part or persons claiming by, through, or under said party of the first part.

To have and to hold said described premises unto the said party of the second part, its successors and assigns forever.

This Corrected Limited Warranty Deed is made to correct the legal description on an earlier deed from The Frates Company to Aspen Square Associates, Ltd. recorded in Book 4615 at Page 351.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name by its _____ president, and the corporate seal to be affixed, attested by its _____ secretary at Tulsa, Oklahoma, the _____ day of February, 1988.

FRACORP, INC., an Oklahoma corporation (formerly The Frates Company, a Delaware corporation)

[SEAL]

ATTEST:

By: _____

Title: _____

_____, Secretary

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 February, 1988, personally appeared _____, to me known to be the identical person who subscribed the name of Fracorp, Inc. to the foregoing Corrected Limited Warranty Deed as its _____, and he 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.

Given under my hand and seal of office the day and year last above written.

Notary Public

My commission expires:

[NOTARIAL SEAL]

SURVEYOR'S CERTIFICATE

The undersigned, being a licensed surveyor within the State of Oklahoma, having reviewed the documents and descriptions referenced herein, hereby certifies as follows:

That the parcel of property described in the following General Warranty Deeds:

(a) Warranty Deed from Fracorp, Inc. to Aspen Square Associates, Ltd., dated May 24, 1982 and filed in Book 4651 at Page 351 in the land records of Tulsa County, Oklahoma, and

(b) General Warranty Deed from Scrivner, Inc. to Aspen Square Associates, Ltd., dated April 29, 1983 and filed in Book 4714 at Page 794 in the land records of Tulsa County, Oklahoma,

Less the property described in that General Warranty Deed from Aspen Square Associates, Ltd. to Scrivner, Inc., dated April 25, 1983 and filed in Book 4714 at Page 796 in the land records of Tulsa County, Oklahoma,

Is the same parcel of property described in the form of that certain Corrected Limited Warranty Deed from Aspen Square Associates to Utica National Bank, a copy of which is attached hereto and marked Exhibit "A".

Dated and certified to this 25TH day of February, 1988.



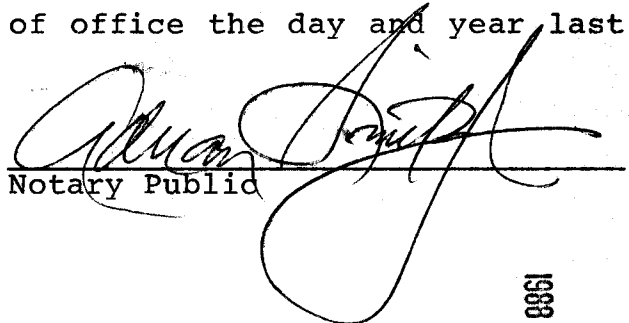
STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

Before me, the undersigned Notary Public in and for said County and State, on this 25th day of February, 1988, personally appeared Philip G. Smith, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires:

March 21, 1988



Notary Public

[1.035]

1988 FEB 25 PM 3:57

5001 S. Fulton Ave

675252

74135
BOOK 5079 PAGE 804

ACCESS EASEMENT AGREEMENT

WHEREAS, ASPEN SQUARE ASSOCIATES, LTD., "Aspen Square", an Oklahoma Limited Partnership, whose managing General Partner is T.F.C. INVESTMENTS, LTD., an Oklahoma Limited Partnership, whose managing General Partner is FRACORP, INC., an Oklahoma Corporation, is the owner of the following described real estate, to-wit:

The South 132.49 feet of the North 308.49 feet of Lot 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and

1000

WHEREAS, LESLIE S. HAUGER, JR., TRUSTEE OF IDC #10 DECLARATION OF TRUST DATED MARCH 1, 1983, "Trustee", is the owner of the following described adjoining real estate, to-wit:

The North 176 feet of Lot 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and

WHEREAS, Aspen Square is willing to grant Trustee a perpetual right of way across its real estate;

NOW, THEREFORE, for good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, Aspen Square hereby grants Trustee, his heirs, successors and assigns, an access and easement across the West 30 feet of the South 132.49 feet of the North 308.49 feet of Lot 2, Block 1, I.D.C. CENTER II, Broken Arrow, Tulsa County, Oklahoma for purposes of allowing Trustee, his heirs, successors, assigns, employees, licensees and invitees ingress, egress and other access to Trustee's land described as the North 176 feet of Lot 2, Block 1, I.D.C. CENTER II, Broken Arrow, Tulsa County, Oklahoma without impairment.

This easement and access agreement is superior and paramount to the rights of either of the Parties hereto in the respective servient estate so created, and the Parties further agree that it is a covenant that shall run with the land.

EXECUTED this 4th day of February, 1988.

ASPEN SQUARE ASSOCIATES, LTD.
By: T.F.C. Investments, Ltd.
By: Fracorp, Inc.

By Jack R. McDonald
Sr. Vice President

ATTEST:

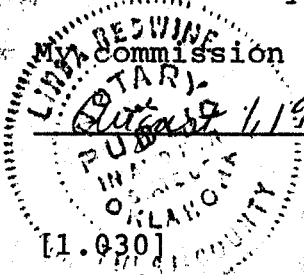
Assistant Secretary

STATE OF OKLAHOMA)
) ss
 COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of February, 1988, personally appeared Jack K. McDonald to me known to be the identical person who subscribed the name of the above named Fracorp, Inc. to the within and foregoing instrument as its Vice President, and as the managing general partner of T.F.C. Investments, Ltd., an Oklahoma Limited Partnership, which is the Managing General Partner of Aspen Square Associates, Ltd., an Oklahoma Limited Partnership, 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 and for such Limited Partnerships, for the uses and purposes set forth therein. 10th

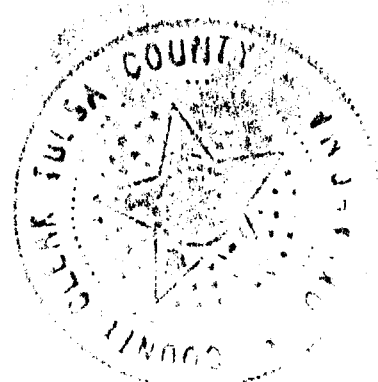
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my Notarial seal the date first above written.

My commission expires:



Linda Redwine
 Notary Public

STATE OF OKLAHOMA
 TULSA COUNTY
 FILED OR RECORDED
 88 FEB -9 AM 10:00
 JOAN HARRIS
 TULSA COUNTY CLERK



Warranty Deed

OKLAHOMA STATUTORY FORM

BOOK 4871 PAGE 1327

STATE OF OKLAHOMA
(FILING) TULSA COUNTY
FILED OR RECORDED

1985 JUN 21 PM 4: 17

JOAN HASTINGS
TULSA COUNTY CLERK

THIS INDENTURE, made this 15th day of June, A.D. 1985,
between REALVEST, INC., an Oklahoma corporation, formerly,
and successor to THE FRATES COMPANY, a Delaware corporation,
and FRACORP, INC., an Oklahoma corporation,
of Tulsa County, in the State of Oklahoma,
party of the first part, and LESLIE S. HAUGER, JR., TRUSTEE OF
IDC #10 DECLARATION OF TRUST DATED MARCH 1, 1983,

....., party of the second part.
WITNESSETH, That in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other
good and valuable consideration, DOLLARS, the receipt
of which is hereby acknowledged, said part Y of the first part do es, by these presents, grant, bargain, sell and convey unto
said part Y of the second part, its heirs and assigns, all of the following described real estate, situated
in the County of Tulsa, State of Oklahoma, to-wit:

Lot Two (2), Block One (1), I.D.C. CENTER II, an
Addition to the City of Broken Arrow, Tulsa
County, State of Oklahoma, according to the
recorded plat thereof, less and except the South
565 feet of said Lot 2, Block 1, I.D.C. CENTER II,
an Addition to the City of Broken Arrow, Tulsa
County, Oklahoma.

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS LOT SPLIT WAS APPROVED BY THE
BROKEN ARROW PLANNING COMMISSION ON 2.25.88
BAL. # 597
BY Jim Whitlock, Secretary

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances
thereto belonging or in any wise appertaining forever.

And said party of the first part
its heirs, executors or administrators do es hereby covenant, promise and agree to and with said part Y of the second
part, at the delivery of these presents that it is lawfully seized in its own right of an absolute and
indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the
appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles,
charges, estates, judgments, taxes, assessments and encumbrances of whatever nature and Kind, EXCEPT, easements
and building restrictions of records,

..... and that the party of the first part will
WARRANT AND FOREVER DEFEND the same unto the said part Y of the second part, its heirs and assigns, against
said party of the first part, it heirs or assigns and all and every person or persons whomsoever, lawfully claiming or
to claim the same.

IN WITNESS WHEREOF, the said part Y of the first part ha S hereunto set its hand the day and year
first above written.

Attest: Thomas J. Todd
Assistant Secretary

REALVEST, INC.

TJT Senior Vice President
(INDIVIDUAL)
OKLAHOMA ACKNOWLEDGMENT

(OVER FOR
CORPORATE
ACKNOWLEDGEMENT)

STATE OF OKLAHOMA,
County of } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this
....., A.D., 19....., personally appeared.....

to me known to be the identical person..... who executed the within and foregoing instrument and acknowledged to me that
..... executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires Notary Public

STATE OF OKLAHOMA,
County of Tulsa } SS.

(CORPORATION)
OKLAHOMA ACKNOWLEDGMENT

On this 15th day of June, A.D., 1987, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared Jack E. McDonald

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as it Senior Vice 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.

Given under my hand and seal of office the day and year last above written.

My commission expires

January 27, 1987

Janice K. Somers

Notary Public.

Warranty Deed

FROM

TO

Guaranty Abstract Company

320 So. Boulder Phone 587-6621

Tulsa, Oklahoma

Return to

NOTE - With reference to Oklahoma lands, when this instrument is executed by a person who cannot write his name he shall execute the same by his mark, and his name shall be written near such mark by one of two persons who saw such mark made, who shall write their names on such instrument as witnesses.

FORM OF ACKNOWLEDGMENT WHERE GRANTOR SIGNS BY MARK

STATE OF OKLAHOMA,

County of _____ } SS.

On this _____ day of _____, A.D., 19____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____

_____ and _____

to me known to be the identical person who executed the within and foregoing instrument by _____ mark _____ in my presence and in the presence of _____

and _____, as witnesses, and acknowledged to me that _____

executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires _____

Notary Public

CITY PLANNING
DEPARTMENT

Phone (918) 251-5311
FAX (918) 251-6642

December 1, 1992



Mr. Charles Palmer
4120 Rogers Ave.
Ft. Smith, Arkansas 72903

Re: Site Plan, Mini-Storages

Dear Mr. Palmer:

The Broken Arrow Planning Commission, in their meeting of November 19, 1992, approved the proposed site plan for mini-storages, to be located in the Aspen Square Planned Unit Development (PUD #74), on the northeast corner of Washington (91st) and Aspen (145th). The plan was approved, as submitted, and with conditions of PUD #74.

Action by the Planning Commission will be recorded in the minutes of November 19, 1992. If you have any questions concerning this matter, please contact me.

Sincerely,

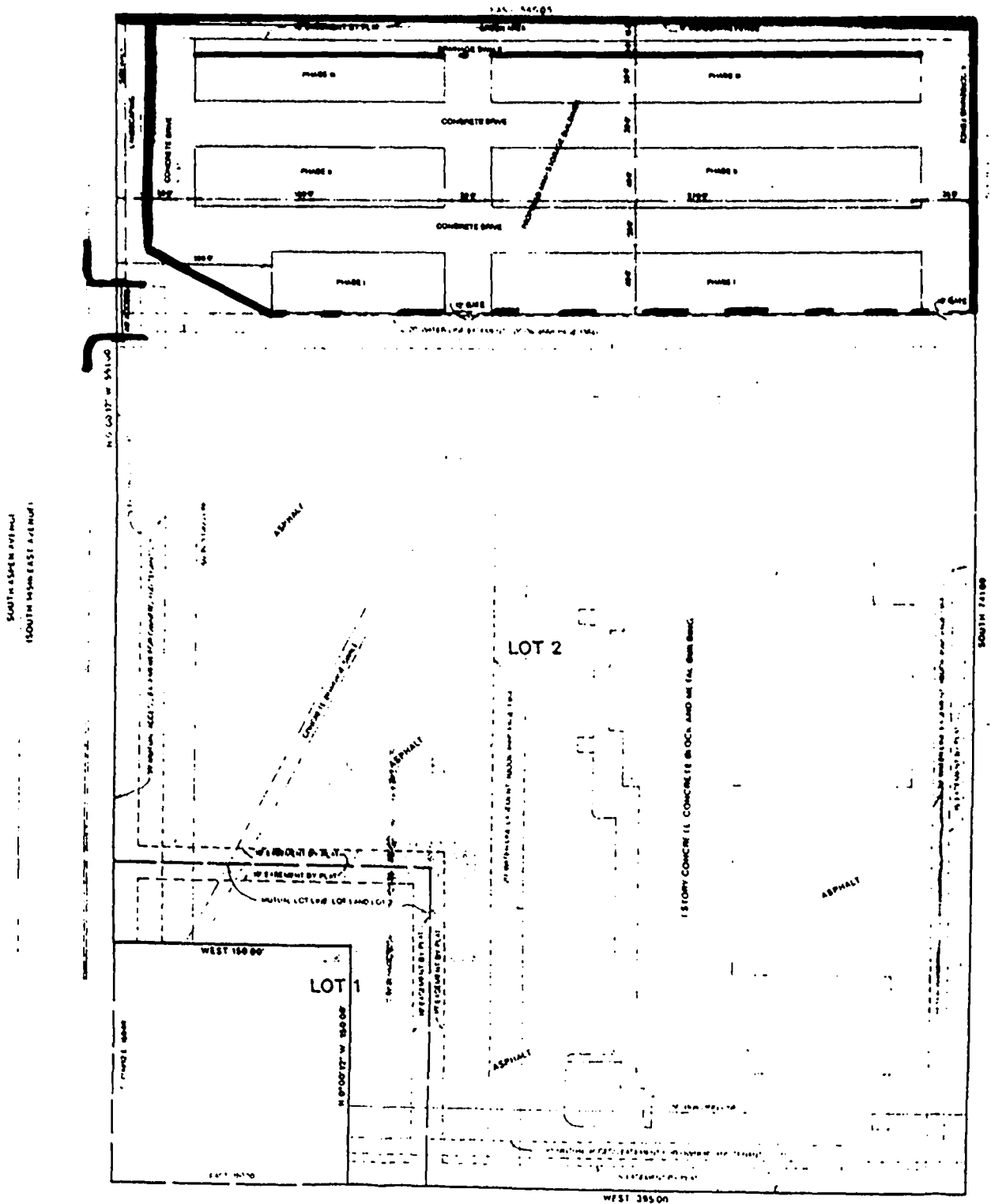
Farhad K. Daroga
Farhad K. Daroga
Planning Director

FKD:mg

cc: Allen Stanton
Joe Donelson

[illegible]

Revised Site Plan



CITY PLANNING
DEPARTMENT

Phone (918) 251-5311
FAX (918) 251-6642

October 6, 1992



Mr. John N. Rogers
P. O. Box 381
Sallisaw, OK 74955

Re: BAZ 1152 & PUD 74
Aspen Square

Dear Mr. Rogers:

The Broken Arrow City Council, in their meeting of October 5, 1992, approved your rezoning request (BAZ 1152) for 2.41 acres north of the northeast corner of Washington (91st) and Aspen (145th), from C-3 to C-5. The City Council approved this zoning subject to Planned Unit development (PUD) 74, for the Aspen Square Shopping Center.

These items were approved, as recommended by the Planning Commission in their meeting of September 24, 1992, and as agreed by you. For the development of this mini-storage project, the following conditions shall apply:

1. North setback to be minimum 25' from the north property line. The north 15' of this property is an utility easement and shall not have any structures, except for a screening fence. It is recommended that the south 10' of this 25' setback be used for landscaping and planting of trees, shrubbery, etc. There shall be no outdoor storage, nor vehicular access within this 25' landscaped buffer area.
2. A minimum 6' high, new privacy/opaque fence, to be placed on the entire north and east perimeter of the mini-storage project. This new fence will replace the existing (residential) fences and built in coordination and agreement with the surrounding property owners.
3. A minimum 6' high privacy/opaque fence on the west perimeter of this property, shall be placed 20' east of the property line along Aspen Ave. This privacy fence will be approved through a detailed site plan, prior to the building permit issuance.
4. All mini-storage structures shall be maximum one-story in height and shall not exceed an overall height of about 20'. As you suggested to the City Council, the mini-storage buildings shall be between 9' and 11' in height.

October 6, 1992

5. Site grading, site design and surface work for this project shall have to be reviewed for storm water flow/grading purposes and approved by city staff prior to building permit. Retaining walls may be necessary, on the east and northeast sides of the mini-storage project, to avoid erosion problems.
6. A minimum 5' wide concrete sidewalk shall be placed in the Aspen Ave. street right-of-way, preferably adjoining the property line.
7. No new curb cuts (access) shall be approved for this entire PUD. Existing curb cuts shall be used for the mini-storage project.
8. Proposed sign for the mini-storage project is a monument sign, not to exceed 7' in height and shall be placed minimum 80' from the center line of Aspen Ave. Though this application did not address the size of this sign, the sign code permits a sign of 40 sq. ft. (maximum) at this height and setback.
9. Outdoor lighting, for security purposes, shall be installed at the north end of the mini-storage project. Light fixtures should not be higher than the buildings and should be directed away from the residences, such that the lights should not shine directly towards the residences.

An ordinance confirming the approval of this zoning and PUD case will be issued as soon as our legal staff can formulate the legal description and present it to the City Council for their approval.

Action by the City Council will be recorded in the minutes of October 5, 1992. If you have any questions concerning this matter, please contact me.

Sincerely,

Farhad K. Daroga
Farhad K. Daroga
Planning Director

FKD:mg

cc: Charles Palmer



City of Broken Arrow

Request for Action

File #: 21-474, Version: 1

**Broken Arrow Planning Commission
04-22-2021**

To: Chairman and Commission Members
From: Development Services Department
Title: Approval of BAL-2122 (Lot Split), BAPS PAC Lot Split, 2 Lots, 3.26 acres, northeast corner of Main Street and Houston Street (81st Street)

Background:

Applicant: Jim Beach, Wallace Engineering
Owner: Broken Arrow Public Schools
Developer: Broken Arrow Public Schools
Surveyor: Bennett Surveying, INC
Location: Northeast corner of Main Street and Houston Street (81st Street)
Size of Tract 3.26 total acres; Tract A-0.18 acres; Tract B- 3.08 acres
Number of Lots: 2 Lots Proposed
Present Zoning: DM (Downtown Mixed-Use)/SP-204 (Specific Use Permit)/DROD Area 6 (Commercial/Mixed Use Core)
Comp Plan: Level 5 (Downtown Area)

Lot split request BAL-2122 involves two proposed lots totaling 3.26 acres located on the northeast corner of Main Street and Houston Street (81st Street). This property is platted as part of Lots 1, Block 1, Broken Arrow Public Schools Performing Arts & Education Service Center, is zoned DM (Downtown Mixed-Use)/SP-204, and is located in Area 6 of the DROD (Downtown Residential Overlay District).

This lot split is to facilitate the reconfiguration of the lot lines to create two parcels. The proposed new lots total 3.26 acres. Tract 1 includes the monument located north of the PAC building driveway and is 0.18 acres in size. Tract 2 is the remainder of the original tract and is 3.08 acres in size. Both tracts meet the size and frontage requirements of the DM (Downtown Mixed-Use) district.

Tract 2 currently has a digital sign for the Performing Arts Center. Section 5.7.C, of the Zoning Ordinance states that off premise signs shall not be permitted. By splitting the sign from the original property, the sign may not be used by the Performing Arts Center and will be utilized by the future development of the property. As this property is located within Area 6 of the Downtown Residential Overlay District, future building forms are restricted to Rowhouses, Flats, and Mixed-Use B.

According to FEMA maps, none of the property is in a 100-year floodplain. This property is designated as

Level 5 in the Comprehensive Plan. The DM zoning on the property is in accordance with the Comprehensive Plan in Level 5.

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 split.

Attachments: Case map
Aerial
Exhibits and Legal Descriptions
Broken Arrow Public Schools Performing Arts & Education Service Center

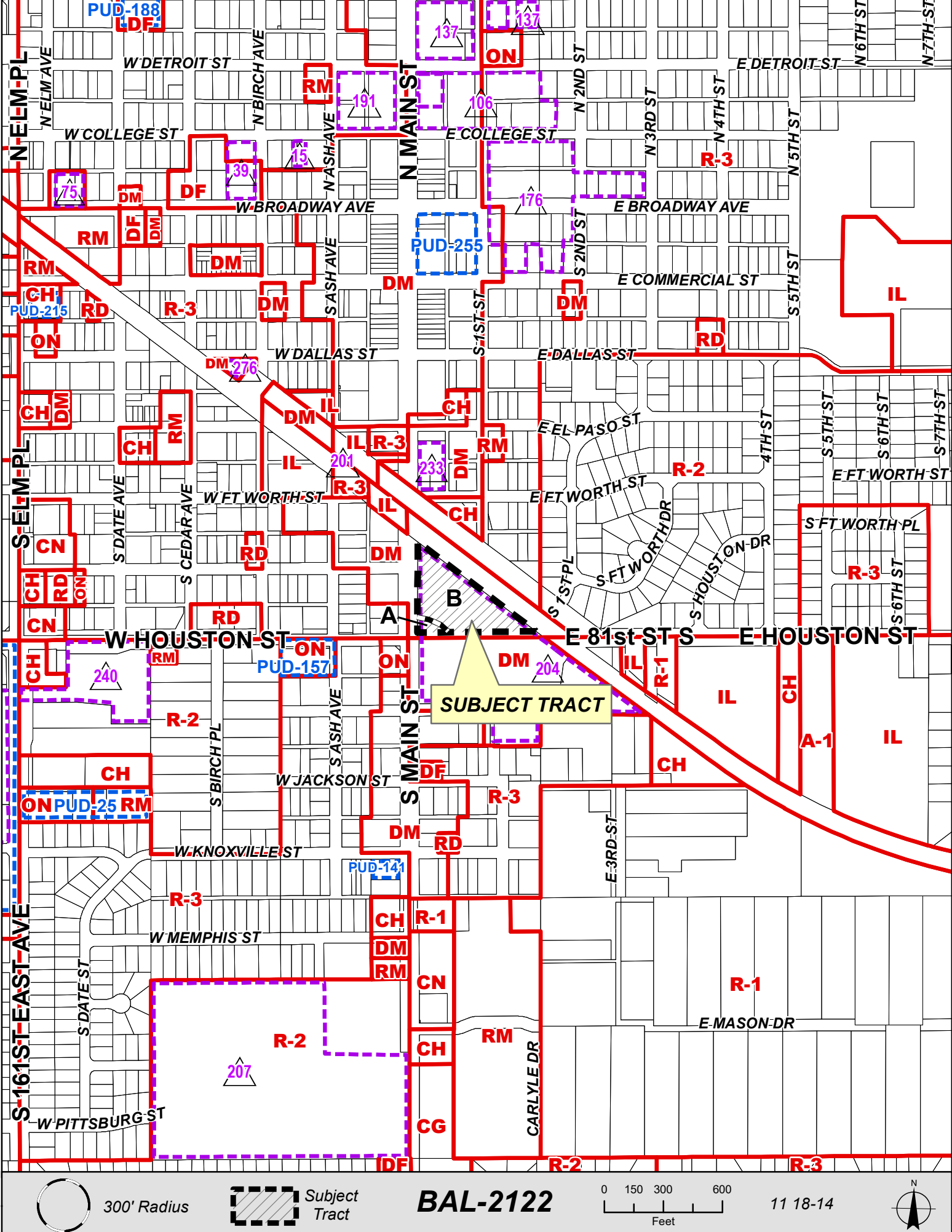
Recommendation:

Staff recommends BAL-2122 be approved subject to the warranty deed for each new parcel being brought to the Planning and Development Division to be stamped prior to being recorded in Tulsa County.

Reviewed by: Larry R. Curtis

Approved by: Jill Ferenc

ALY





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



Subject Tract

BAL-2122

0 150 300 600
Feet

11 18-14





PARENT TRACT
LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION ELEVEN (11); THENCE N89°04'24"E FOR A DISTANCE OF 23.40 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF M.K.&O. RAILROAD; THENCE N54°06'37"W AND ALONG THE WEST RIGHT OF WAY LINE OF M.K.&O. RAILROAD FOR A DISTANCE OF 41.30 FEET TO THE POINT OF BEGINNING; THENCE S89°04'24"W FOR A DISTANCE OF 615.49 FEET; THENCE N01°14'33"W FOR A DISTANCE OF 462.63 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF M.K.&O. RAILROAD; THENCE S54°06'37"E AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 772.01 FEET TO THE POINT OF BEGINNING; SAID TRACT OF LAND CONTAINS 3.26 ACRES MORE OR LESS.

TRACT A
LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION ELEVEN (11); THENCE N89°04'24"E FOR A DISTANCE OF 23.40 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF M.K.&O. RAILROAD; THENCE N54°06'37"W AND ALONG THE WEST RIGHT OF WAY LINE OF M.K.&O. RAILROAD FOR A DISTANCE OF 41.30 FEET; THENCE S89°04'24"W FOR A DISTANCE OF 443.42 FEET TO THE POINT OF BEGINNING; THENCE, S89°04'24"W FOR A DISTANCE OF 172.07 FEET TO A POINT ON A LINE. THENCE, N01°14'33"W FOR A DISTANCE OF 72.27 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 26°29'38", HAVING A RADIUS OF 304.23 FEET, A LENGTH OF 141.56 FEET AND WHOSE LONG CHORD BEARS S72°11'49"E FOR A DISTANCE OF 140.29 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE S56°25'32"E FOR A DISTANCE OF 48.06 FEET TO THE POINT OF BEGINNING; SAID TRACT OF LAND CONTAINS 0.18 ACRES MORE OR LESS.

TRACT B
LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION ELEVEN (11); THENCE N89°04'24"E FOR A DISTANCE OF 23.40 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF M.K.&O. RAILROAD; THENCE N54°06'37"W AND ALONG THE WEST RIGHT OF WAY LINE OF M.K.&O. RAILROAD FOR A DISTANCE OF 41.30 FEET TO THE POINT OF BEGINNING; THENCE S89°04'24"W FOR A DISTANCE OF 443.42 FEET TO A POINT ON A LINE. THENCE N56°25'32"W FOR A DISTANCE OF 48.06 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 26°29'38", HAVING A RADIUS OF 304.23 FEET, A LENGTH OF 141.56 FEET AND WHOSE LONG CHORD BEARS N72°11'49"W FOR A DISTANCE OF 140.29 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, N01°14'33"W FOR A DISTANCE OF 390.36 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF M.K.&O. RAILROAD; THENCE S54°06'37"E AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 772.01 FEET TO THE POINT OF BEGINNING; SAID TRACT OF LAND CONTAINS 3.08 ACRES MORE OR LESS.


LEGAL DESCRIPTION WAS PREPARED ON FEBRUARY 24, 2021 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE EASTERLY RIGHT OF WAY LINE OF MAIN STREET BEING N01°14'33"W.

SURVEYOR'S CERTIFICATE

I, CLIFF BENNETT OF BENNETT SURVEYING, INC., CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE REPRESENTATION OF THE REAL PROPERTY DESCRIBED, AND THAT THE SURVEY OF THE REAL PROPERTY MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 24TH DAY OF FEBRUARY, 2021.





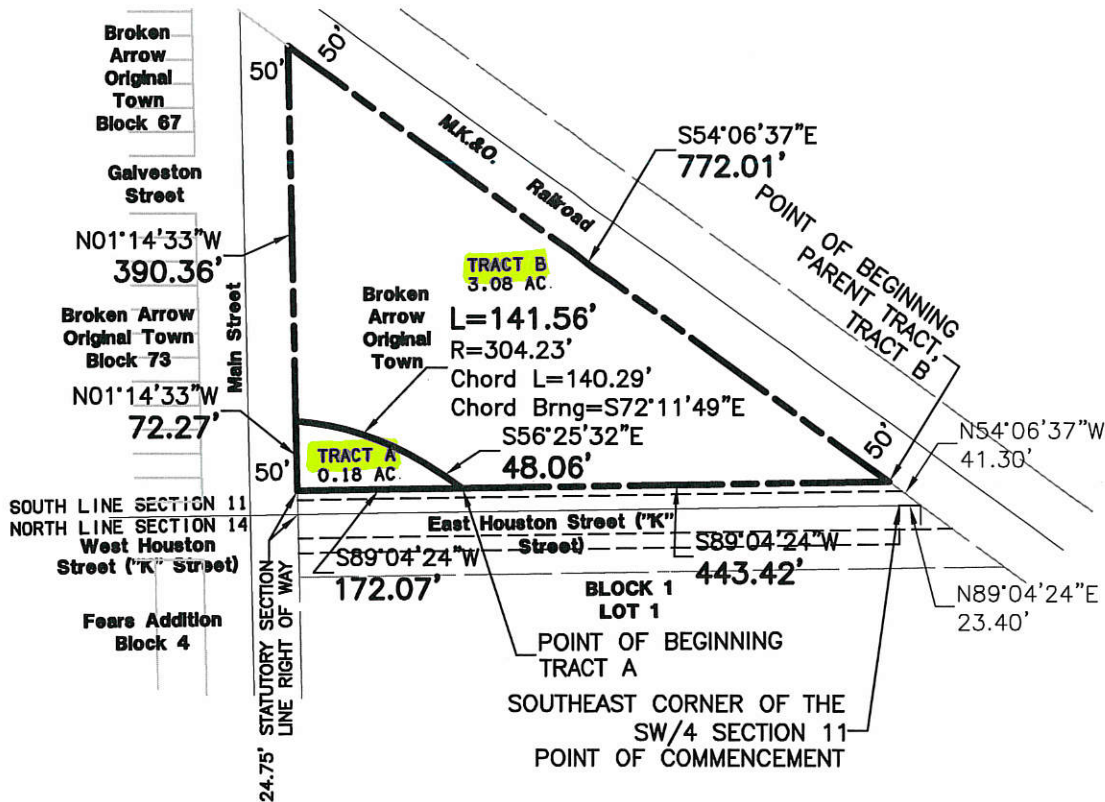
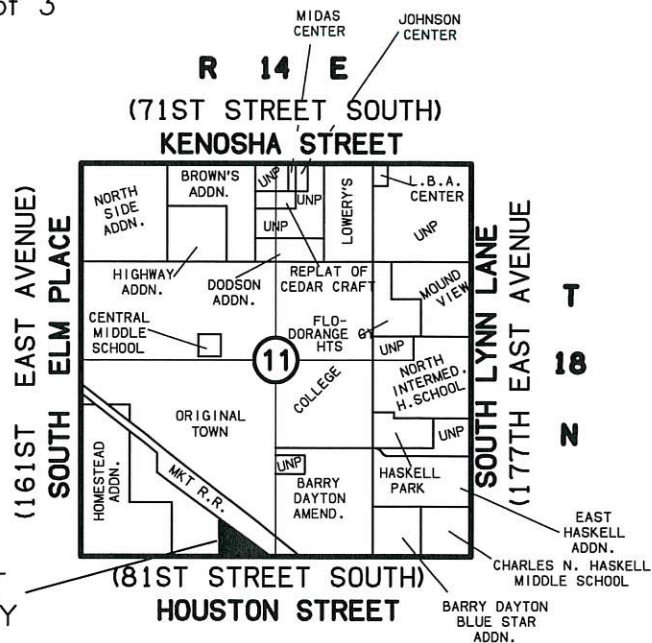
CLIFF BENNETT, PLS
OKLAHOMA NO.1815
CERT. OF AUTH. NO. 4502
EXP. DATE JUNE 30, 2022

LOT SPLIT EXHIBIT "A"

Page 3 of 3



Scale: 1"=200'



FILE: 210560 LG-1A

Notes

1. THE BEARING BASE FOR THIS EXHIBIT IS BASED ON THE EASTERLY RIGHT OF WAY LINE OF MAIN STREET BEING N01°14'33"W.
2. SEE EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.



P.O. BOX 848, CHOUTEAU, OK 74337
PHONE: (918) 476-7484 FAX: (918) 476-7485
C.A. NO.: 4502 EXP. DATE: 6/30/22

PLAT No.

6163

Dated 30-Nov-07
Dennis Sembler
 Tulsa County Treasurer.
 By: [Signature]
 Deputy

701 SOUTH MAIN STREET
BROKEN ARROW, OK

AND A RESUBDIVISION OF BLOCKS 68, 71, & 72,
ORIGINAL TOWN OF BROKEN ARROW AND PART
OF GALVESTON STREET & FIRST STREET AND LOT 13,
BLOCK 5 & PART OF RESERVE, FEARS ADDITION, CITY
OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

BROKEN ARROW PUBLIC SCHOOLS
601 SOUTH MAIN STREET
BROKEN ARROW, OKLAHOMA 74013
918-259-4300

BENNETT SURVEYING, INC.
P.O. BOX 848
CHOUTEAU, OK 74337
(918) 476-7484
CERTIFICATE OF AUTHORIZATION
NO. 4502 EXPIRES 6/30/08

WALLACE ENGINEERING
STRUCTURAL & CIVIL CONSULTANTS
200 EAST BRADY STREET
TULSA, OKLAHOMA 74103-4209
(918) 584-5858
CERTIFICATE OF AUTHORIZATION
NO. 1460 EXPIRES 6/30/07

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

Dated the 30 day of Nov. 2000
EARLENE WILSON, Tulsa County Clerk
Christa Stinet
Deputy

BLOCK 1 LOT 1
PROPOSED FINISH
FLOOR 736.06

UPSTREAM MANHOLE TR 726.43

IF ACTUAL FINISHED FLOOR
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.

SUBDIVISION CONTAINS 1 LOT IN 1 BLOCK
LOT 1 CONTAINS 12.312 ACRES

WATER SUPPLY CITY OF BROKEN ARROW N 388008.39
WASTEWATER TO BE RECEIVED BY CITY OF E 2621580.81
BROKEN ARROW EL=733.01
NAVD 88

NO GAS/OIL WELLS ON RECORD LOCATED WITHIN
PLAT BOUNDARY PER OK. CORPORATION COMMISSION

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

THE BEARINGS BASE FOR THIS SURVEY IS ASSUMED
USING THE EASTERLY RIGHT- OF-WAY LINE OF MAIN
STREET BEING N 01°14'33" W.

A $\frac{3}{8}$ " IRON PIN SET AT ALL CORNERS
UNLESS OTHERWISE NOTED.

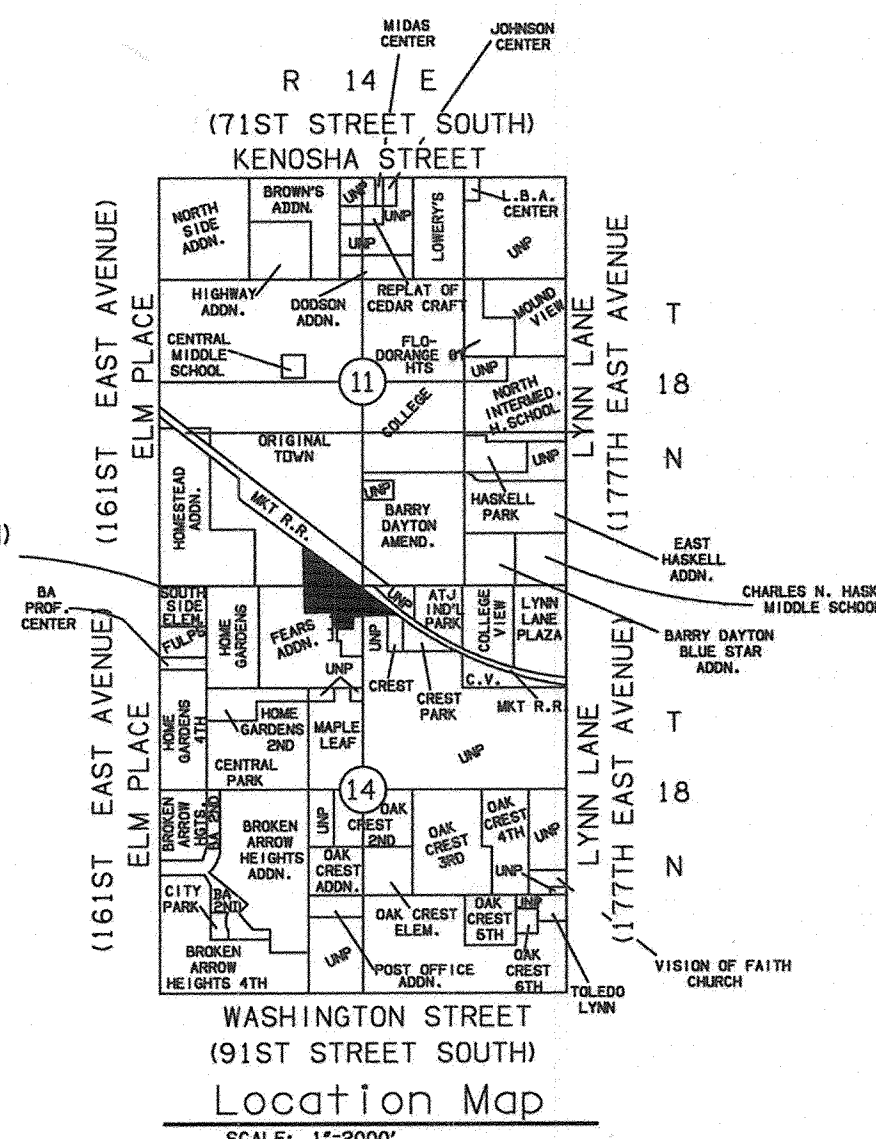
STORMWATER DETENTION ACCOMMODATIONS
FOR THIS SITE ARE PROVIDED BY ONSITE
DETENTION FACILITY IN ACCORDANCE WITH
FEE-IN-LIEU OF DETERMINATION # DD-53006-29

APPROVED 10-2-04 by
the Council of the City of
Broken Arrow, Oklahoma.


7-11-0
J. Wade McCaleb Sr. Jd
Mayor
Dwight C. Ferguson
Attest: City Clerk 7-11-0



CASE NUMBER - PT06-119
DEVELOPMENT NUMBER - DN06-152

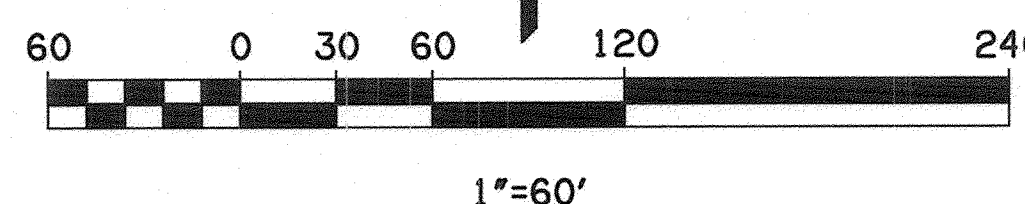
DATE OF PREPARATION 5/17/07
SHEET 1 of 4



LEGEND

OD/E	OVERLAND DRAINAGE EASEMENT	
LNA	LIMITS OF NO ACCESS	
	POINT OF INFLECTION	
B/L	BUILDING LINE	
R/W	RIGHT- OF-WAY	
U/E	UTILITY EASEMENT	-- --
ESMT	EASEMENT	----
IPF	IRON PIN FOUND	----
IPS	IRON PIN SET	-- --
EL	ELEVATION	
N	NORTH	
E	EAST	

 STORM SEWER EASEMENT
 WATER LINE EASEMENT
 - - - - - ESMT BOUNDARY
 - - - - - RESERVE BOUNDARY
 - - - - - VACATED R/W
 - - - - - BUILDING LINE



Broken Arrow
Original Town
Block 67

Broken Arrow
Original Town
Block 73

Fears Addition
Block 4

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$exempt per trust receipt no. exempt to be applied to 20 07 taxes. This certificate is NOT to be construed as payment of 20 07 taxes in full but is given in order that this plat may be filed on record. 20 07 taxes are due the amount of the security deposit.

Dated 30-Nov-07

Dennis Semler

Tulsa County T

By: [Signature]

POINT OF COMMENCEMENT
NE CORNER, NE/4, NW/4,
SECTION 14, T 18 N, R 14 E

100' R/W MISSOURI, KANSAS
AND OKLAHOMA RAILROAD
BK 1156, PAGE 343

20' R/W SEWER EASEMENT
CITY OF BROKEN ARROW
BK 2934, PG 204

10' R/W PS0
BK 2472, PG 242

15' ESMT AS SHOWN
ON PLAT *3525

LOT 2 BLOCK 1 OF
CREST PARK ADDITION

APPROVED 10-2-06 by
the Council of the City of
Broken Arrow, Oklahoma.

2-11-07
J. Wade McCalister, Jr. J2
Mayor

Attest: City Clerk 7-11-07

CASE NUMBER - PT06-119
DEVELOPMENT NUMBER - DN06-152

DATE OF PREPARATION 5/17/07
SHEET 2 of

Unplatted

 $1'' = 60$

3:25:53 PM \\civlserver\construction\0540042 BA Public Schools Performing Arts Center\ dgn\ Plat\ BA Covenant\ st2.dgn 5/2/2007

BROKEN ARROW PUBLIC SCHOOLS
PERFORMING ARTS & EDUCATION SERVICE CENTER
Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

THE INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA, a/k/a BROKEN ARROW PUBLIC SCHOOLS IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4, NW/4) AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4, NE/4) OF SECTION FOURTEEN (14) AND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4, SW/4) OF SECTION 11, TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4,NW/4) OF SAID SECTION FOURTEEN (14), THENCE N 89°04'24"E, A DISTANCE OF 23.40 FEET TO THE POINT OF BEGINNING:

THENCE S 54° 06' 37" E, A DISTANCE OF 644.78 FEET THENCE S 88° 44' 33" W, A DISTANCE OF 402.45 FEET THENCE S 01°14' 33" E, A DISTANCE OF 11.28 FEET THENCE S 89° 04' 24" W, A DISTANCE OF 135.00 FEET THENCE S 01° 14' 33" E, A DISTANCE OF 150.00 FEET THENCE S 89° 04' 24" W, A DISTANCE OF 215.00 FEET; THENCE N 01° 14' 33" W, A DISTANCE OF 10.00 FEET; THENCE S 89° 04' 24" W, A DISTANCE OF 50.00 FEET; THENCE N 01° 14' 33" W, A DISTANCE OF 200.00 FEET, THENCE S 89° 04' 24" W, A DISTANCE OF 360.00 FEET; THENCE N 01° 14' 33" W, A DISTANCE OF 827.38 FEET, THENCE S 54° 06' 37" E, A DISTANCE OF 813.29 FEET; RETURNING TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 536,305.459 SQUARE FEET OR 12.312 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE LOT AND ONE RESERVE IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER," A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA AND A RESUBDIVISION OF BLOCKS 68, 71, & 72, ORIGINAL TOWN OF BROKEN ARROW AND PART OF GALVESTON STREET & FIRST STREET AND LOT 13, BLOCK 5 & PART OF RESERVE, FEARS ADDITION, CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (HEREINAFTER "BROKEN ARROW P.A.C." OR THE "SUBDIVISION"

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE BOUNDARIES OF THE SUBDIVISION IF LOCATED WITHIN THE PUBLIC STREET AND UTILITY EASEMENTS HEREIN ESTABLISHED. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AND THE PRIVATE STREETS, AS DEPICTED ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT WAYS.
- 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 TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND 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 SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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.

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES. EASEMENTS DEPICTED ON THE PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERECTED, THE 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 HIS AGENTS OR CONTRACTORS.

- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON HIS LOT.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE 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 INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES, SHALL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE.

- THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, AND FOR PUBLIC SANITARY 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.

- THE CITY OF BROKEN ARROW, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT WAYS DEPICTED ON THE 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.

- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

- 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 CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

- 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, 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.

- THE FORGOING 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.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. STORMWATER DETENTION

- FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LAND WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC AND GRANT AND ESTABLISH PERPETUAL EASEMENTS ON OVER AND ACROSS RESERVE "A" (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE LAND WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE "A" SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW.

- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE "A" SHALL BE MAINTAINED BY THE OWNER OF LOT 1, BLOCK 1 (HEREINAFTER REFERRED TO AS THE "LANDOWNER") AND SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS AND SILTATION. ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA SHALL BE PERFORMED BY THE LANDOWNER AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.

- THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

- IN THE EVENT THE LANDOWNER SHALL FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE DETENTION EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE LANDOWNER.

- IN THE EVENT THE LANDOWNER, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST LOT 1, BLOCK 1.

- A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW AND STATE OF OKLAHOMA.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH MAIN STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

H. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

I. UTILITY AND GOVERNMENTAL SERVICES ACCESS EASEMENT

THE OWNER HEREIN GRANTS TO THE CITY OF BROKEN ARROW, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE DRIVES WITHIN THE SUBDIVISION AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

J. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN SECTIONS I & II, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH IN THE BROKEN ARROW ZONING ORDINANCE NO. 1560, ADOPTED BY THE OF THE CITY OF BROKEN ARROW ON SEPTEMBER 10, 1989 OR AS SUBSEQUENTLY AMENDED.

SECTION II. SPECIFIC USE PERMIT AND DOWNTOWN DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS

WHEREAS, THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER WAS PROCESSED AS BROKEN ARROW SPECIAL USE PERMIT SP204 AND DOWNTOWN DEVELOPMENT DISTRICT PLAN DDD06-104 PURSUANT TO THE PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS THE SAME EXISTED ON JUNE 6, 2006, WHICH DOWNTOWN DEVELOPMENT DISTRICT PLAN DDD06-104 WAS REVIEWED AND RECOMMENDED FOR APPROVAL ON JUNE 6, 2006 BY THE DOWNTOWN DEVELOPMENT DISTRICT COMMITTEE, AND WHICH DOWNTOWN DEVELOPMENT DISTRICT PLAN, DDD06-104 AND SPECIFIC USE PERMIT SP204 WERE REVIEWED AND RECOMMENDED FOR APPROVAL ON JUNE 22, 2006 BY THE BROKEN ARROW PLANNING COMMISSION, AND WERE APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON JULY 19, 2006.

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF DOWNTOWN DEVELOPMENT DISTRICT DDD06-104 AND SPECIFIC USE PERMIT SP204 AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES, AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND WHICH SHALL BE ENFORCEABLE BY THE OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA:

A. DEVELOPMENT STANDARDS AND RESTRICTIONS

THE FOLLOWING DEVELOPMENT STANDARDS AND RESTRICTIONS SHALL APPLY:

1. PERMITTED USES

- LOT 1, BLOCK 1

THE ADMINISTRATIVE OFFICES OF THE BROKEN ARROW SCHOOL DISTRICT, THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS CENTER, INCLUDING COMMUNITY EVENTS AND PRODUCTIONS PRODUCED AND PRESENTED BY PRIVATE ENTITIES, OFF-STREET PARKING AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES SHALL BE PERMITTED IN LOT 1, BLOCK 1.

- RESERVE AREA A

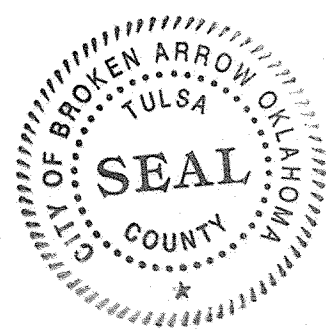
STORM WATER DRAINAGE AND DETENTION FACILITIES, RECREATION FACILITIES, AND OPEN SPACE SHALL BE THE ONLY USES PERMITTED IN RESERVE A.

2. MAXIMUM BUILDING FLOOR AREA

THE MAXIMUM BUILDING FLOOR AREA OF THE PERFORMING ARTS CENTER SHALL BE 80,000 SQUARE FEET; THE MAXIMUM BUILDING FLOOR AREA OF THE ADMINISTRATIVE OFFICES OF THE BROKEN ARROW SCHOOL DISTRICT SHALL BE 40,000 SQUARE FEET, INCLUDING THE 17,600 SQUARE FEET OF EXISTING ADMINISTRATIVE OFFICES BUILDING FLOOR AREA, PROVIDED, THE MAXIMUM BUILDING FLOOR AREA OF BUILDINGS WITHIN THE LOT 1, BLOCK 1 MAY BE INCREASED WITH APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION DURING THE SITE PLAN REVIEW PROCESS.

3. MAXIMUM BUILDING HEIGHTS

THE MAXIMUM BUILDING HEIGHT OF THE PERFORMING ARTS CENTER INCLUDING ADMINISTRATIVE OFFICES SHALL BE 85 FEET; THE MAXIMUM BUILDING HEIGHT OF THE SEPARATE ADMINISTRATIVE OFFICES OF THE BROKEN ARROW SCHOOL DISTRICT SHALL BE 35 FEET, PROVIDED THE MAXIMUM BUILDING HEIGHTS MAY BE INCREASED WITH APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION DURING THE SITE PLAN REVIEW PROCESS.



APPROVED 10-2-06 by
the Council of the City of
Broken Arrow, Oklahoma.
7-11-07
J. Wade McCall Sr.
Mayor
Diana C. Loggins
Attest: City Clerk 7-11-07

CASE NUMBER - PT06-119
DEVELOPMENT NUMBER - DN06-152

DATE OF PREPARATION 5/17/07
SHEET 3 of 4

4. MINIMUM BUILDING SET BACKS

- a. THE MINIMUM BUILDING SET BACKS OF THE PERFORMING ARTS CENTER SHALL BE:

FROM THE CENTERLINE OF S. MAIN STREET 55 FEET
NORTHWEST CORNER ARCHITECTURAL FEATURE 55 FEET
REMAINDER OF PERFORMING ARTS CENTER 65 FEET
FROM THE SOUTH BOUNDARY OF THE CLOSED
E. HOUSTON RIGHT-OF-WAY 25 FEET
FROM THE CENTERLINE OF E. INDIANOLA STREET 55 FEET

- b. THE MINIMUM BUILDING SET BACKS OF THE FREE-STANDING ADMINISTRATIVE OFFICES OF THE BROKEN ARROW SCHOOL DISTRICT SHALL BE:

FROM THE CENTERLINE OF S. MAIN STREET (EXISTING) 175 FEET
FROM THE CENTERLINE OF S. MAIN STREET (FUTURE BUILDINGS) 175 FEET
FROM THE M.K. & O. RR R/W (EXISTING) 10 FEET
FROM THE NORTH STATUTORY RIGHT-OF-WAY AS INDICATED ON THE PLAT 10 FEET

5. OFF-STREET PARKING

A MINIMUM OF 385 OFF-STREET PARKING SPACES SHALL BE PROVIDED AND DESIGNED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE.

6. INTERNAL LANDSCAPED OPEN SPACE

LANDSCAPING SHALL BE PROVIDED IN ACCORD WITH ARTICLE VIII, SECTION 19 OF THE BROKEN ARROW ZONING ORDINANCE AS FOLLOWS:

- a. A MINIMUM OF 10% OF THE AREA SOUTH OF THE NORTH LINE OF THE STATUTORY RIGHT-OF-WAY AS INDICATED ON THE PLAT SHALL BE LANDSCAPED OPEN SPACE;
b. A MINIMUM OF 10% OF THE AREA NORTH OF THE STATUTORY RIGHT-OF-WAY AS INDICATED ON THE PLAT SHALL BE LANDSCAPED OPEN SPACE;

7. SIGNAGE

SIGNS SHALL BE INSTALLED IN ACCORD WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE. ALL SIGNS SHALL HAVE A MONUMENT TYPE BASE. NO PORTABLE SIGNS SHALL BE PLACED ON ANY OF THE LIGHT STANDARDS WITHIN LOT 1, BLOCK 1, HOWEVER, FESTIVAL AND EVENT BANNERS SHALL BE PERMITTED.

PERMITTED SIGNAGE MAY INCLUDE THE FOLLOWING:

- a. A MONUMENT SIGN ON THE NORTHEAST CORNER OF THE PERFORMING ARTS CENTER WITH A MAXIMUM HEIGHT OF 5 FEET AND MAXIMUM LENGTH OF 50 FEET;
b. A MARQUEE TYPE SIGN NEAR THE NORTHWEST CORNER OF THE EXISTING EDUCATION SERVICE CENTER PARKING AREA WITH A MAXIMUM HEIGHT OF 20 FEET AND A MAXIMUM AREA OF 300 SQUARE FEET;
c. EDUCATION SERVICE CENTER WALL SIGNAGE ON THE NORTHEAST SIDE OF THE PERFORMING ARTS CENTER BUILDING IDENTIFYING ADMINISTRATIVE OFFICES;
d. EXISTING EDUCATION SERVICE CENTER WALL SIGNAGE ON THE WEST FACE OF THE EXISTING EDUCATION SERVICE CENTER BUILDING; AND
e. INTERNAL DIRECTIONAL AND IDENTIFICATION SIGNS EACH NOT EXCEEDING 6 SQUARE FEET IN AREA.

8. LIGHTING

LIGHT FIXTURES SHALL BE ARRANGED SO AS TO SHIELD AND DIRECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL AREAS.

LIGHT POLE LOCATIONS SHALL BE SHOWN ON THE SITE PLAN SUBMITTED TO THE PLANNING COMMISSION.

THE HEIGHT OF THE LIGHT FIXTURES WITHIN THE OFF-STREET PARKING AREAS SHALL NOT EXCEED 24 FEET. LIGHT FIXTURES SHALL BE PARALLEL TO THE GROUND SURFACE. LIGHT POLES AND FIXTURES SHALL BE SHOWN ON THE SITE PLAN SUBMITTED TO THE PLANNING COMMISSION.

- B. NO BUILDING PERMITS SHALL BE ISSUED FOR A BUILDING WITHIN THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER UNTIL A SITE PLAN, INCLUDING LANDSCAPING AND LIGHTING, HAS BEEN SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AS BEING IN ACCORD WITH THE PROVISIONS OF DDD06-104, SP204 AND THE BROKEN ARROW ZONING ORDINANCE.

- C. NO SIGN PERMIT SHALL BE ISSUED FOR THE ERECTION OF A SIGN WITHIN THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER UNTIL A SIGN PLAN, INCLUDING LANDSCAPING AND

LIGHTING, HAS BEEN SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AS BEING IN ACCORD WITH THE PROVISIONS OF DDD06-104, SP204 AND THE BROKEN ARROW ZONING ORDINANCE.

- D. ALL TRASH, MECHANICAL AND EQUIPMENT AREAS (EXCLUDING UTILITY SERVICE TRANSFORMERS, PEDESTALS, OR EQUIPMENT PROVIDED BY FRANCHISE UTILITY PROVIDERS), INCLUDING BUILDING MOUNTED, SHALL BE SCREENED FROM PUBLIC VIEW IN SUCH A MANNER THAT THE AREAS CANNOT BE SEEN BY PERSONS STANDING AT GROUND LEVEL.

SECTION III. 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, GRANTEES AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, 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. THE COVENANTS CONTAINED IN SECTION II, SPECIFIC USE PERMIT AND DOWNTOWN DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS, ARE ESTABLISHED PURSUANT TO THE SPECIFIC USE PERMIT AND DOWNTOWN DEVELOPMENT DISTRICT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNER OF ANY LOT OR PARCEL WITHIN THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS, GRANTEES OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE OR THE CITY OF BROKEN ARROW, OKLAHOMA MAY BRING AN 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 OR TO RECOVER DAMAGES. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS, GRANTEES OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY LOT OR PARCEL WITHIN THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER OR THE CITY OF BROKEN ARROW TO BRING AN 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 OR TO RECOVER DAMAGES.

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, STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL 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, SPECIFIC USE PERMIT AND DOWNTOWN DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL 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.

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 OF ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA, a/k/a BROKEN ARROW PUBLIC SCHOOLS, HAS EXECUTED THIS INSTRUMENT THIS 25 DAY OF May, 2007.

THE INDEPENDENT SCHOOL DISTRICT NO. 3
OF TULSA COUNTY, OKLAHOMA,
a/k/a BROKEN ARROW PUBLIC SCHOOLS

BY: Maryanne Lippe
President of the Board of Education

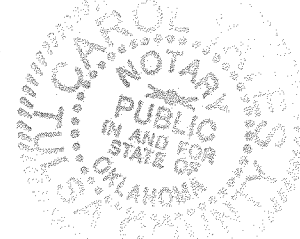
ATTEST:

Shawn Whelpley
Clerk of the Board of Education

STATE OF OKLAHOMA)
COUNTY OF Tulsa) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 25th DAY OF May, 2007, BY Maryanne Lippe, PRESIDENT OF THE BOARD OF EDUCATION OF THE INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA, a/k/a BROKEN ARROW PUBLIC SCHOOLS.

May 29, 2009 MY COMMISSION EXPIRES
Carol Yates NOTARY PUBLIC 01008942



CERTIFICATE OF SURVEY

I, R. WADE BENNETT, OF BENNETT SURVEYING, INC., A REGISTERED 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HERE AS THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER, A SUBDIVISION OF THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IT IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS 22ND DAY OF MAY, 2007.

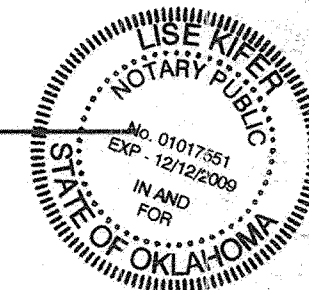
R. Wade Bennett
REGISTERED PROFESSIONAL LAND SURVEYOR,
OKLAHOMA NUMBER 1556



STATE OF OKLAHOMA)
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 22ND DAY OF May, 2007, BY R. Wade Bennett

12/12/09 MY COMMISSION EXPIRES
Richard E. P. NOTARY PUBLIC 01017551



APPROVED 10-2-06 by
the Council of the City of
Broken Arrow, Oklahoma.
7-11-07
J. Wade McCallister Sr. Jr.
Mayor
Phila C. Laguerre
Attest: City Clerk 7-11-07

CASE NUMBER - PT06-119
DEVELOPMENT NUMBER - DN06-152

DATE OF PREPARATION 5/17/07
SHEET 4 of 4



City of Broken Arrow

Request for Action

File #: 21-520, Version: 1

**Broken Arrow Planning Commission
04-22-2021**

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

Approval of a modification to Section 4.1(n) of the Land Subdivision Code for Ellis Property, approximately 2.72 acres, A-RE (Annexed Residential Estate) to RS-1 (Single-family Residential), one-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road), one-third mile north of New Orleans Street (101st Street)

Background:

Charles and Faye Ellis are in the process of rezoning and potentially splitting 2.27 acres of property with the intent to construct a single-family residence. The property is located approximately one-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road), one-third mile north of New Orleans Street (101st Street).

In conjunction with this request to modify Section 4.1(n) of the Land Subdivision Code, a request to rezone the property from A-RE (Annexed Residential Estate) to RS-1 (Single-Family Residential) has been submitted to prepare the property for a future lot split. Upon building permits being issued for any new structure, sidewalks will be required along the 190th East Avenue and East 97th Street frontages.

The area that this property is located in is semi-rural and no sidewalks exist in the area. Since 2017, three rezoning and three lot splits have been completed in the immediate vicinity resulting in three new homes being constructed. No sidewalks were installed for any of these homes.

The applicant requests a modification to Section 4.1(n) of the Land Subdivision Code and waive the sidewalk requirement along the 190th East Avenue and East 97th Street frontages of their property.

Attachments: BAZ-2082 Case Map
Aerial Map

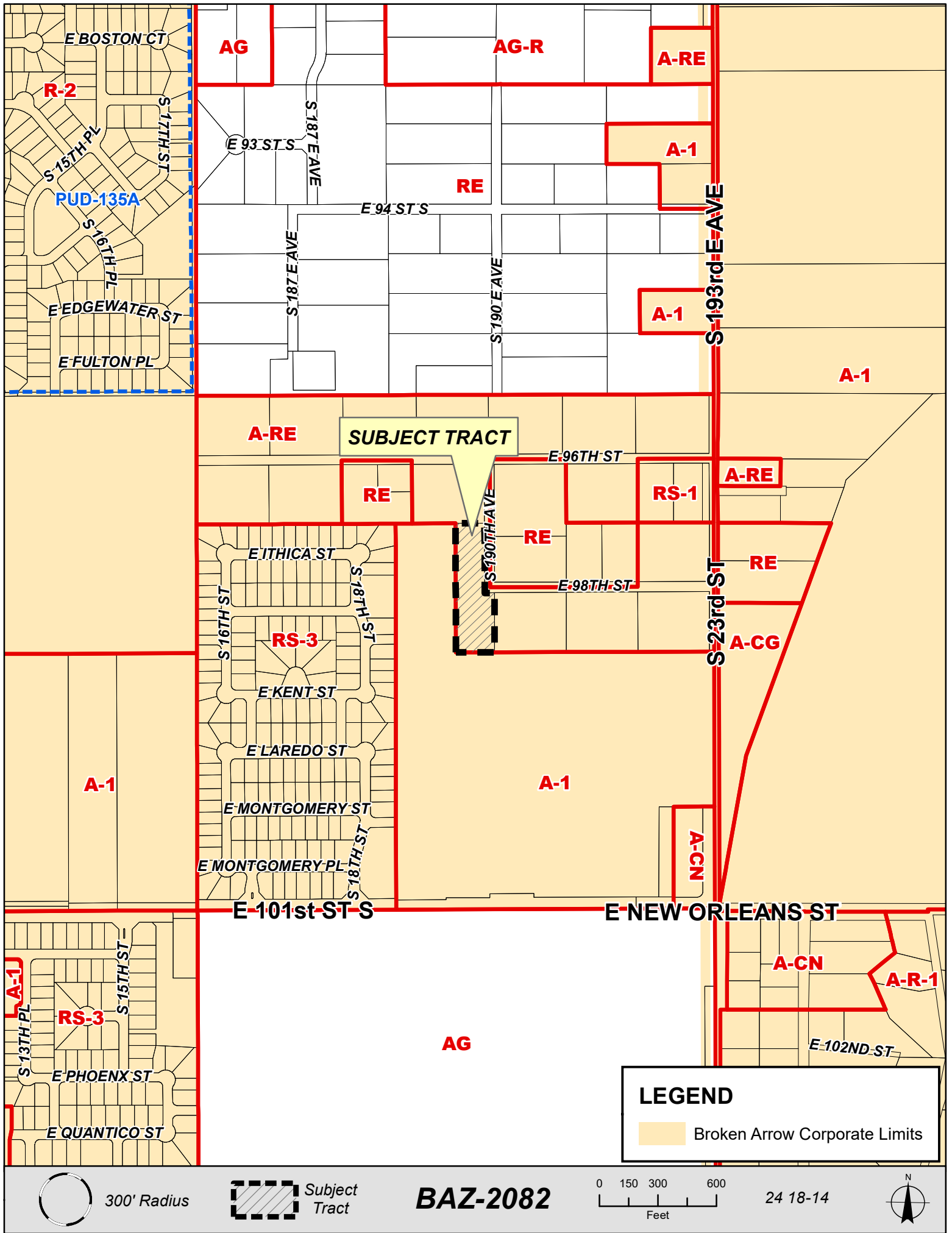
Recommendation:

Staff recommends the modification to Section 4.1(n) of the Subdivision Regulations be approved for property located one-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road), one-third mile north of New Orleans Street (101st Street).

Reviewed by: Jill Ferenc

Approved by: Larry R. Curtis

ALY



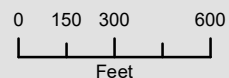


Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date February 2018



*Subject
Tract*

BAZ-2082



24 18-14





City of Broken Arrow

Request for Action

File #: 21-525, Version: 1

**Broken Arrow Planning Commission
04-22-2021**

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

Approval of a modification to Section 4.1(n) of the Land Subdivision Code for McAuliff Property, approximately 1.25 acres, RE (Residential Estate), 500 feet west of 23rd Street (193rd E. Avenue/County Line Road), one-third mile north of New Orleans Street (101st Street)

Background:

Chad and Alyssa McAuliff purchased a 1.25-acre lot at 19145 E. 97th Street with the intention of building a single-family residence. The property is located approximately 500 feet west of 23rd Street (193rd E. Avenue/County Line Road), one-third mile north of New Orleans Street (101st Street).

On August 23, 2007, the Planning Commission conditionally approved a lot split for a 2.55-acre tract located west of 23rd Street (193rd E. Ave./County Line Rd), one-third mile north of New Orleans Street (101st Street). Conditions of approval required the property to be rezoned from A-RE (Annexed-Residential Estate) to RE (Residential Estate), dedication of a 17.5-foot utility easement, confirmation that an on-site sewage disposal system can be built on the property, and that warranty deeds be brought to the Planning Division to be stamped prior to recording in Tulsa County. The eastern tract of this lot split represents the property that is the subject of this sidewalk waiver request. On October 15, 2007, the City Council approved BAZ-1780, a request to rezone this property from A-RE to RE. The City Council waived the platting requirement with the dedication of a utility easement (recorded in Tulsa County on December 26, 2007).

Upon building permits being issued for any new structure, sidewalks will be required along the East 97th Street frontage. The area that this property is located in is semi-rural and no sidewalks exist in the area. Several requests to rezone and split property have been completed in the immediate vicinity resulting in other new homes being constructed. No sidewalks were installed for any of these homes, and sidewalk waivers have been granted.

The applicant requests a modification to Section 4.1(n) of the Land Subdivision Code and waive the sidewalk requirement along the East 97th Street frontage of their property.

Attachments: Case Map
Aerial Map

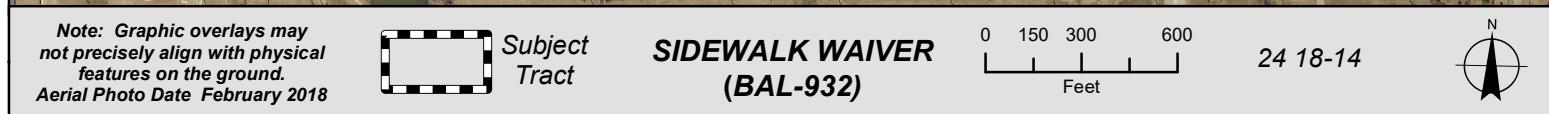
Recommendation:

Staff recommends the modification to Section 4.1(n) of the Subdivision Regulations be approved for the McAuliff property located at 19145 E. 97th Street.

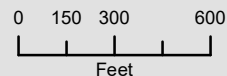
Reviewed by: Jill Ferenc

Approved by: Larry R. Curtis

JMW



*Subject
Tract*

**SIDEWALK WAIVER
(BAL-932)**

24 18-14





City of Broken Arrow

Request for Action

File #: 21-518, **Version:** 1

Broken Arrow Planning Commission
04-22-2021

To: Chairman and Commission Members
From: Community Development Department
Title: Public hearing, consideration, and possible action regarding PUD-322 (Planned Unit Development), Old Hitching Post, approximately 0.84 acres, A-1 (Agricultural) to CN (Commercial Neighborhood), northeast corner of Main Street and Washington Street (91st Street)

Background:

Applicant: Griffith Contracting
Owner: John and Nancy Belding
Developer: Griffith Contracting
Surveyor: GEODECA Land Surveying
Location: Northeast corner of Main Street and Washington Street (91st Street)
Size of Tract approximately 0.84 acres
Number of Lots: 1
Present Zoning: A-1 (Agricultural)
Proposed Zoning: A-1 (Agricultural) to CN (Commercial Neighborhood) via BAZ-2078
Comp Plan: Level 6 (Regional Employment/Commercial)

PUD-322 (Planned Unit Development) is proposed for the property located at the northeast corner of Main Street and Washington Street (91st Street). BAZ-2078, a request to change the zoning designation on this approximately 0.84-acre tract from A-1 (Agricultural) to CN (Commercial Neighborhood) was approved on April 6, 2021. The City Council approved the rezoning subject to the property being platted and a PUD being submitted and approved on the property.

This property was annexed into the city limits of Broken Arrow from Tulsa County on June 4, 1984 by Ordinance No. 1234. The property has been used for commercial purposes prior to being annexed into the City of Broken Arrow and is considered a legal non-conforming use. The applicant is in the process of purchasing the property with the intention of using it for a commercial office. The change in use of the property requires that it be brought into conformance with current codes and ordinances.

The applicant proposes to develop the property in accordance with the City of Broken Arrow Zoning Ordinance and the use and development regulations of the CN district, except as summarized below.

SUMMARY OF DEVIATION FROM THE BROKEN ARROW ZONING ORDINANCE

Item	Broken Arrow Zoning Ordinance - CN District	PUD-322 Request
Minimum Front Setback	50 feet	20 feet
Minimum Side Setbacks	30 feet from side abutting property in non-residential, residential, and agricultural districts.	9 feet from North Boundary 24 feet from East Boundary
Signs	Per the CN district requirements: 1) No sign shall be erected into or over any public right-of-way 2) Wall signs and projecting signs may utilize an aggregate display surface area of three square feet (3 sq. ft.) per linear foot of the wall on which it will be placed.	Per the DF district requirements: 1) Projecting signs may extend into the right-of-way provided there is a vertical clearance of at least eight feet above the sidewalk and the sign does not extend past the sidewalk. 2) Wall signs in the mixed-use, office, and commercial districts shall have an aggregate display area not to exceed one square foot (1') for each linear foot of the wall on which it will be placed. *All other signage requirements of the DF district are the same as in the CN district.

Landscape Edge	1) Landscape Edge Width: 10 feet minimum 2) 1 tree per 50 lineal feet of landscaped edge. 3) Where parking lots and drives abut the landscaped edge, and the landscape edge is less than thirty feet (30') in width, all developments shall provide ten (10) shrubs (three (3) gallon minimum) for every fifty lineal feet (50') of abutment to the landscaped edge. OR a berm or masonry wall may be placed within the landscaped edge in lieu of the required shrubs. The berm or masonry wall must be at least three (3) but no more than five feet (5') in height.	Per the DF district requirements: Landscaping requirement may be met by one of the following options: 1) Option 1: A perimeter landscaped strip of between three feet (3') and five feet (5') in width, built to the street right-of-way, with either ornamental fencing or masonry walls, and wheel stops or curbing in the parking lot to prevent any vehicle overhang into the landscaped area; or 2) Option 2: An ornamental fence or masonry wall without landscaping, built to the street right-of-way, provided that a planting strip with street trees is provided between the sidewalk and the adjacent public street. *All other landscaping requirements of the DF district are the same as in the CN district.
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SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

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

Location	Comprehensive Plan	Zoning	Land Use
North	Level 6	CN/PUD-321 via BAZ-2072	Under development for Senior Activity Center
East	Level 6	CH	Undeveloped
South	Level 2	A-1	Single-family homes
West	Level 6	CN/PUD-81	Commercial Strip Center

This property is designated at Level 6 (Regional Employment/Commercial) in the Comprehensive Plan. The CN (Commercial Neighborhood) zoning requested with BAZ-2078 and the provisions of PUD-322 are considered to be in accordance with the Comprehensive Plan in Level 6.

According to FEMA Maps, none of this property is located in the 100-year floodplain.

According to Section 6.4 of the Zoning Ordinance, the PUD provisions are established for one (1) or more of the following purposes:

1. To permit and encourage innovative land development while maintaining appropriate limitation on the character and intensity of use and assuring compatibility with adjoining and proximate properties.
2. To permit greater flexibility within the development to best utilize the physical features of the particular site in exchange for greater public benefits than would otherwise be achieved through development under this Ordinance.
3. To encourage the provision and preservation of meaningful open space.
4. To encourage integrated and unified design and function of the various uses comprising the planned unit development.
5. To encourage a more productive use of land consistent with the public objectives and standards of accessibility, safety, infrastructure and land use compatibility.

In Staff's opinion, PUD-322 satisfies all items of Section 6.4.A of the Zoning Ordinance. (1) The redevelopment of this site for an office use is compatible with the adjoining properties. (2) By reducing the required setbacks, this development will blend well with the approved Senior Citizen's Activity Center to the north. Bringing the buildings closer to the street will provide the downtown feel that is represented in the Rose District. (3) Redeveloping the site using the existing buildings will preserve the downtown feel and character of the area. (4) The provisions of PUD-322 provide for integrated design with other buildings in the area and maintain the aesthetic and functionality outlined in the Downtown Master Plan. (5) This development will serve as a gateway into the Rose District and is being upgraded to current building code, fire code, and zoning standards.

Attachments: Case map

Aerial

Comprehensive Plan

Design Statement

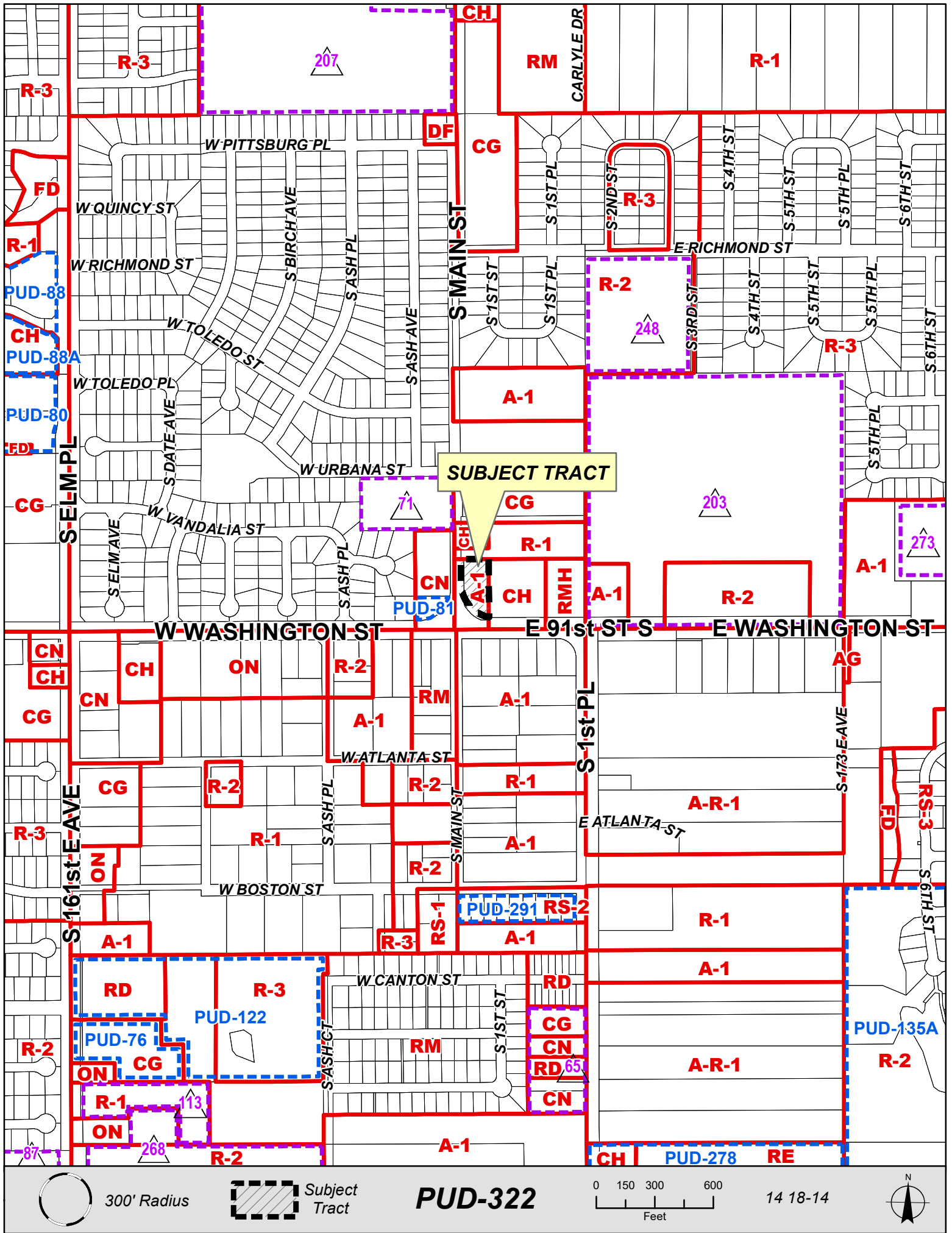
Recommendation:

Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-322 be approved, subject to the property being platted

Reviewed by: Jill Ferenc

Approved by: Larry R. Curtis

ALY





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



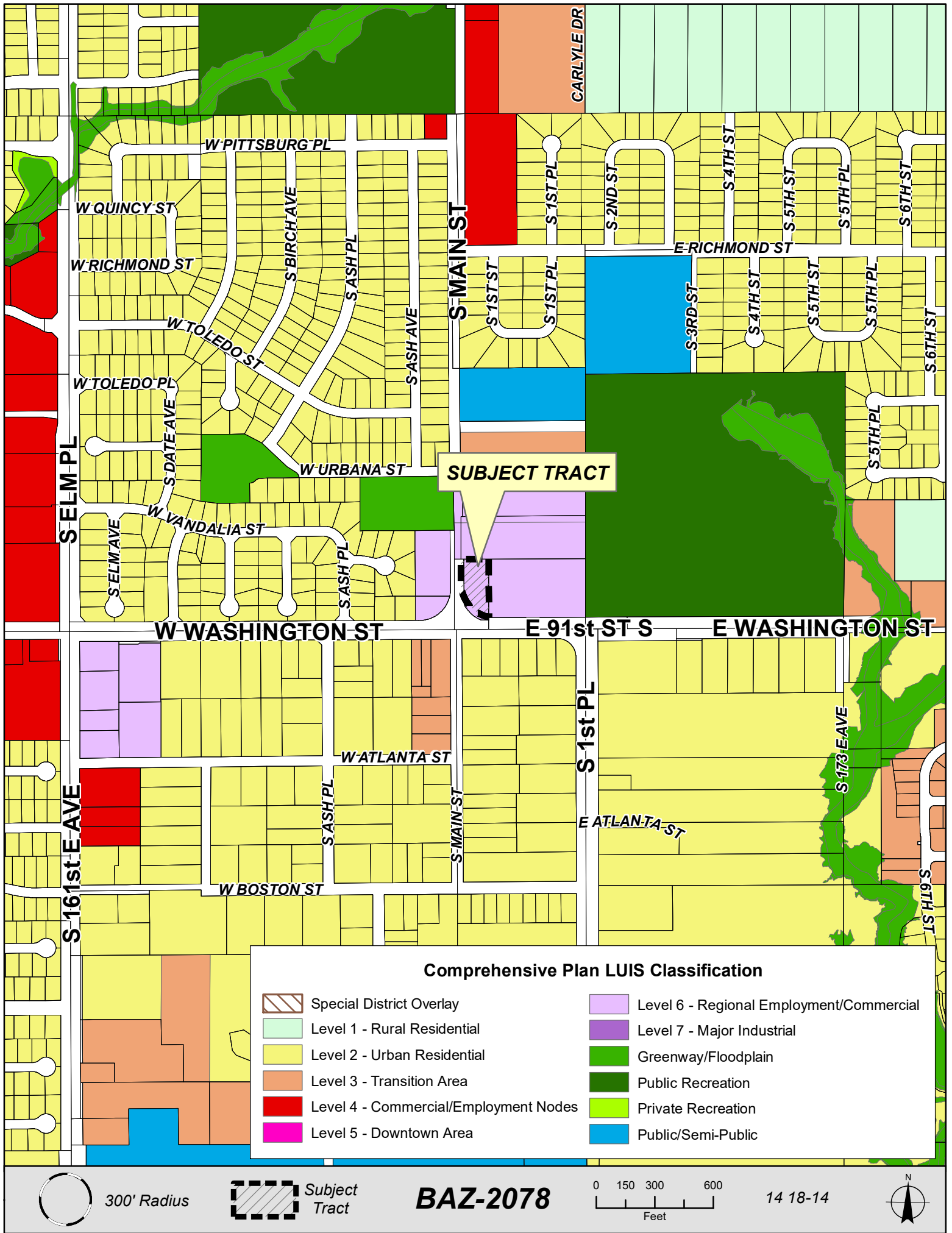
Subject
Tract

BAZ-2078

0 150 300 600
Feet

14 18-14





GRIFFITH CONTRACTING, LLC

Planned Unit Development - 322



March 11, 2021

TABLE OF CONTENTS

CONTENT	PAGE
COVER PAGE	1
TABLE OF CONTENTS	2
PROPERTY ADDRESS	3
LEGAL DESCRIPTION	3
DEVELOPMENT INFORMATION AND CONCEPT	3
ZONING	4
PROPOSED DEVELOPMENT STANDARDS	4
PROPOSED DEVELOPMENT STANDARDS {CONT.}	5
PROPOSED DEVELOPMENT REQUIREMENTS	5

Property Address: 1819 South Main Street, Broken Arrow, Ok 74012

LEGAL DESCRIPTION:

A tract of land that is a part of the Southeast Quarter of the Southwest Quarter of Section Fourteen (14); Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof , more particularly described as follows; Commencing from the Center of said Section 14; thence along the East line of the Southwest Quarter of Section 14, S01°15'20"E a distance of 2310.00 feet; thence S88°36'28"W a distance of 493.00 feet to the Point of Beginning;

Thence continuing S88°36'28"W a distance of 145.00 feet to the east line of a tract of land deeded to Tulsa County, recorded in Book 360 Page 612 at the Office of the Tulsa County Clerk; Thence along said line, S01°15'20"E a distance of 119.17 feet to a tangent curve to the left; Thence along said curve having a radius of 182.20 feet, an arc length of 249.35 feet, a central angle of 78°24'38" , a chord bearing of S40°16'11"E, and a chord length of 230.34 feet to a point that is 493.00 feet from and perpendicular to the said East line of the Southwest Quarter of Section 14; Thence N01°15'20"W a distance of 298.48 feet to the Point of Beginning.

Having an area of 36735 square feet, 0.8433 acres

Horizontal Datum and Bearings based on Oklahoma State Plane Zone North Grid

DEVELOPMENT INFORMATION AND CONCEPT:

Griffith Contracting, LLC is a full service general contractor creating innovative design and construction solutions. We provide commercial construction contracting and service and maintenance to the Federal Government. Significant past performance mobilizing the right personnel, equipment, and technologies. Built by 30 years experience - construction , facilities , and executive leadership.

Proven by over 35 completed projects for the Federal Government!

We are experiencing growing pains and look forward to setting up office in the beautiful Rose District in Broken Arrow. We are planning on using this location as our primary office space, housing our project managers, estimators and shop personnel. The property is currently zoned AG but has 3 buildings on site which was being used as commercial property. As the buildings are in various stages of disrepair, our first goal is to get the largest, red building a bit of a facelift on the outside, paint, new roof, beautiful Griffith Contracting sign to be placed in the front of the building. We have a beautiful historic flagpole we will be installing in the front corner flowerbeds. We will be gutting the interior to accommodate office spaces, a conference room, break room, small kitchen, 4 restrooms, and with an open concept and modern flair.

Development Statistics:

The property is to be platted as 1 lot in 1 block

8 ft. of right of way to the west to be dedicated at the time of platting. Proposed Lot 1 = 36,735 Square Feet or .8433 Acre 119 ft. frontage along East side of South Main Street

ZONING:

Existing: Agricultural

Proposed: CN {Commercial Neighborhood}

Permitted Uses: by right in the CN district, includes Municipal or Community Recreation Center

PROPOSED DEVELOPMENT STANDARDS:

Standards not shown or listed Shall be in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the DF District.

	ORDINANCE	PUD
Min. Lot Area	min:12,000 sq ft / max:2.94 acres	max: 1 acre
Min. Lot Frontage	100 ft.	No Change
Min. Building Coverage	None	No Change
Minimum Setback Front	50 ft.	20 ft.
Minimum Setback Side	30 ft from side abutting property in non-res, res, and A-1 districts	9 ft. from N Boundary 24 ft. from E Boundary
Maximum Height	50 ft. or 3 Stories	50 ft. or 3 Stories
Minimum Height	None	None
Off- street Parking Minimum	1 per 300 Sq. Ft.	No Change
Off- street Parking Maximum	125% of Min.	No Change
Driveways	1 per 150' lot width	No Change

COMPREHENSIVE PLAN:

The proposed property and properties to the North are within the 2005 Master Plan DF zone, and LUS Level 6 - Regional Employment/Commercial, of the B.A. Future Development Guide Map.

Sign: Shall be constructed as shown on exhibit or per General Sign Standards for zoning District of the DF.

Minimum Landscaped Area:

Shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the DF District.

Lighting:

Shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the CN District.

Proposed Development Requirements:

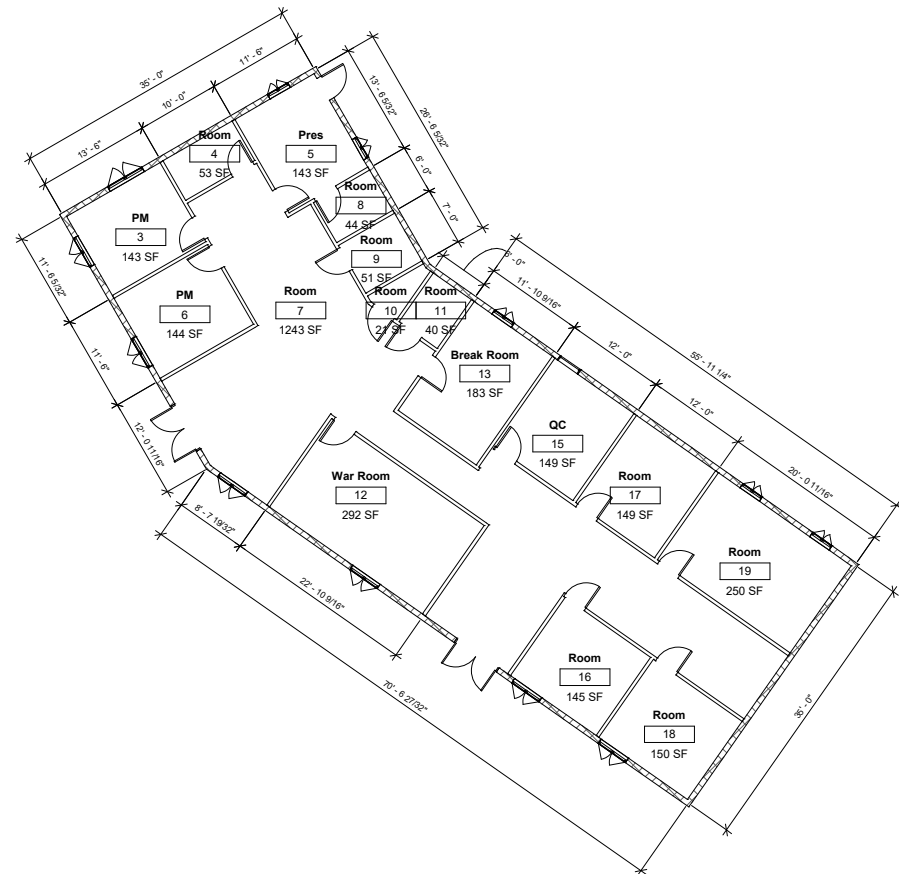
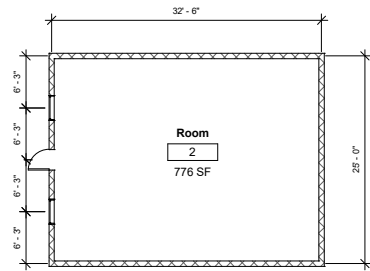
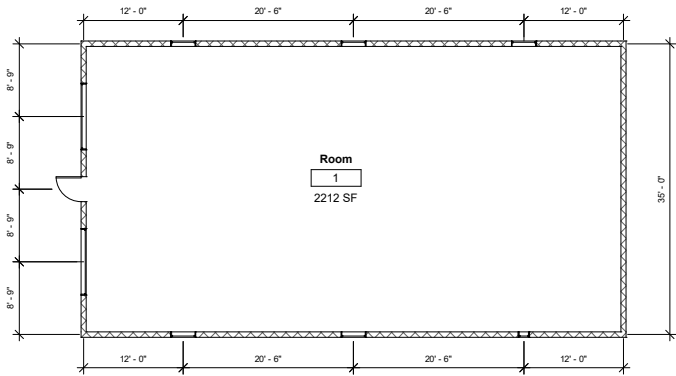
A Site Plan is required for this project.

A Sign plan with elevation is required for the project

Rezoning is required for this project

Platting is required for this project

Fee in lieu of storm water detention is required for this project.



Legal Description:

A tract of land that is a part of the Southeast Quarter of the Southwest Quarter of Section Fourteen (14); Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows; Commencing from the Center of said Section 14; thence along the East line of the Southwest Quarter of Section 14, S01°15'20"E a distance of 2310.00 feet; thence S88°36'28"W a distance of 493.00 feet to the Point of Beginning; Thence continuing S88°36'28"W a distance of 145.00 feet to the east line of a tract of land deeded to Tulsa County, recorded in Book 360 Page 612 at the Office of the Tulsa County Clerk; Thence along said line, S01°15'20"E a distance of 119.17 feet to a tangent curve to the left; Thence along said curve having a radius of 182.20 feet, an arc length of 249.35 feet, a central angle of 78°24'38", a chord bearing of S40°16'11"E, and a chord length of 230.34 feet to a point that is 493.00 feet from and perpendicular to the said East line of the Southwest Quarter of Section 14; Thence N01°15'20"W a distance of 298.48 feet to the Point of Beginning.

Having an area of 36735 square feet, 0.8433 acres

Horizontal Datum and Bearings based on Oklahoma State Plane Zone North Grid

Address:

1819 South Main , Broken Arrow, OK 74012

I Russell M. Muzika a Professional Land Surveyor in the State of Oklahoma, License #1603, certify that I have prepared the above legal description and it describes by bearing and distance the same property that is described in Warranty Deed dated April 15 2010, recorded October 26 2010 as Document No. 2010096752 at the office of the Tulsa County Clerk, Oklahoma.

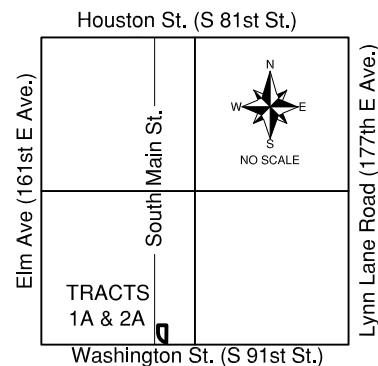
February 9, 2021



This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared February 9, 2021 by Russell M. Muzika, Oklahoma PLS No. 1603



GEODECA LLC
P.O.Box 33012
Tulsa, Oklahoma 74153
918 949 4064
CA # 5524 exp 6/30/2022



Section 14, T-18-N, R-14-E Tulsa County



GRIFFITH CONTRACTING, LLC

Capabilities Statement

Griffith Contracting, LLC is a full service general contractor creating innovative and flexible design and construction solutions! Providing commercial construction and services to the Federal Government. Significant past performance mobilizing the right personnel, equipment, and technologies for our customers. 30 years experience and past performance - construction, facilities, and executive leadership.

Company Bio

GRIFFITH CONTRACTING, LLC
29400 E 68TH ST S, Broken Arrow OK
74014-5404
DUNS #: 124276325 CAGE Code: 465S1

LEANN GRIFFITH
PRESIDENT
918-893-7966
leann@griffithcontracting.com

CLINT GRIFFITH
VP CONSTRUCTION MANAGER
918-609-0672
clint@griffithcontracting.com

Visit us: www.griffithcontracting.com

BUSINESS CERTIFICATIONS

SBA 8(a) Certified Small Business (8a) - ✓
Woman Owned Small Business (WOSB) - ✓
Economically Disadvantaged Woman (EDWOSB) - ✓
SBA Certified HUBZone Business (HUBZone) - ✓
VA Veteran Owned Small Business (VOSB) - ✓
Cherokee Nation Tero Certified (TERO) - ✓
SBA Emerging Leaders Class of 2018 - ✓

BONDING CAPACITY

Single: \$4,000,000
Aggregate: \$10,000,000
Current: \$7 million

Experience

President - Leann Griffith is a proud Veteran of the US Air Force. Bringing training and experience handling multiple tasks, simultaneously and under pressure gained during her military service stateside, Desert Storm and Korea. Proven leadership with over 20 years of administrative management, executive management, tax office management and leadership development. Leann manages business relations for Griffith. Ensuring strong financial histories, improved bonding capacity, equipment supplies and resources, company certifications, team training and safety certifications credentials. Leann was selected and completed the 2018 SBA Emerging Leaders Program. Providing education and training for executives of small, poised-for-growth companies that are potential job creators.

VP, Construction Manager - Clint Griffith is also a proud Air Force Veteran. Backed by 25 years experience in Construction and Facilities Management. Federal Civil Service for GSA in Boston MA, Fort Worth TX, and Oklahoma. Managed design and construction programs for more than 20 agencies in Federal buildings. Air Force Civil Engineering Technician at McConnell AFB Kansas, Osan AB Korea, Malmstrom AFB Montana, Pease AFB New Hampshire. Chief, Construction Management Branch, Tinker AF Base 1998-2001, overseeing 72nd CE R&A, roofing, paving, SABER, Milcon and POCA.



GRIFFITH CONTRACTING, LLC

Past Performance

Substantial Federal work history. Providing customers with tenant alterations and renovations, design build solutions, green energy initiatives, historical preservation, replacement and installation of chillers, boilers, and air handlers, secure work environments, custom millwork and finishes, lighting and power controls, audio video Infrastructure, building automation systems, flood prevention, healthcare facility construction, institutional and detention construction, accessibility improvements, acoustical upgrades, low-e glazing, ballistic and blast window replacements, perimeter security bollards and gates, blast protection, concrete paving and construction, excavation, roofing, utilities.

PRIMARY NAICS:236220 COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION SECONDARY 237310 HIGHWAY, STREET, AND BRIDGE CONSTRUCTION, 237990 OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION, 238110 POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS, 238160 ROOFING CONTRACTORS, 238190 OTHER FOUNDATION, STRUCTURE, BUILDING EXTERIOR CONTRACTOR, 238210 ELECTRICAL CONTRACTORS AND WIRING INSTALL CONTRACTORS, 238220 PLUMBING, HEATING, AND AIR-CONDITIONING CONTRACTORS, 238320 PAINTING CONTRACTORS, 238330 FLOORING CONTRACTORS, 238910 SITE PREPARATION CONTRACTORS, 238990 ALL OTHER SPECIALTY TRADE CONTRACTORS, 531190 LESSORS OF OTHER REAL ESTATE PROPERTY, 561730 LANDSCAPING SERVICE

Under Construction

US GSA (IDIQ)
Repair and Alterations
Oklahoma West Zone
\$5,000,000

US GSA (IDIQ)
Repair and Alterations
Tulsa/Fayetteville Zone
\$5,000,000

USAF 138th Fighter Wing
Energy Controls HVAC
\$2,910,359

NPS Fort Smith Historic Site
Replace Flagstaff
\$92,313

Bureau Engraving & Printing
Elevator Modernization
\$1,599,999

USACE Locks 14-18
Replace Doors
\$97,607

USACE Skiatook Lake
Repair Lake Office
\$288,112

USAF Tinker AFB OK
Install Auto Doors B3001G
\$72,880

USAF 188th Wing AR ANG
Main Ditch Drainage
\$246,376

USAF 138th Fighter Wing
B316 HVAC Repair
\$1,137,322

US GSA Museum Repairs
Post Office Courthouse
\$17,205

USAF Tinker AFB OK
Renovate Restrooms B3001G
\$625,639

Completed 2020
US GSA Plaster Repairs
Tulsa Federal Courthouse
\$17,942

US GSA Rep Floors USDA
Federal Campus OKC, OK
\$17,785

US GSA Water Infiltration
Muskogee Federal Courthouse
\$54,935

USAF Little Rock AFB AR
Furnish Install HVAC 1222
\$30,550

US GSA, Reno US Marshals
Fort Smith Fed Courthouse
\$124,744

USAF 188th Wing AR ANG
DFAC Electrical
\$49,535

USAF 138th Fighter Wing
Renovate Bldg 240 HQ
\$968,089

USAF 188th Wing AR ANG
Remodel BDOC
\$69,843

USAF 138th Fighter Wing
East Fence Expansion
\$204,350

USAF 138th Fighter Wing
Remodel Restroom 318
\$294,317

USACE Chouteau Lock 17
Renovate Maint Bldg
\$109,703

Completed 2019
USAF 138th Fighter Wing
Construct Parking Lots
\$426,428

USVA Muskogee OK VA
Server Room Cooling
\$224,344

USACE Oologah Lake
Courtesy Dock
\$84,721

USAF 138th Fighter Wing
Repair Walk in Freezer
\$24,750

USAF 138th Fighter Wing
Hangar Foam Fire Sys
\$80,185

USAF 138th Fighter Wing
Repair Fire Systems
\$140,638

USAF 138th Fighter Wing
Resurface Track
\$226,816

Completed 2018
Pepsi Beverage Plant
Construct Dock
\$185,000

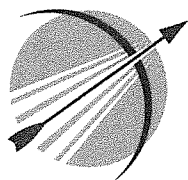
USAF 138th Fighter Wing
Rpl 316 Chiller
\$193,880

USVA Muskogee OK VA
Replace ER Doors
\$30,505

Oklahoma State Univ
Student Union Ceiling
\$62,509

USACE Skiatook Lake
Lab Office Renovation
\$81,900

USVA Muskogee OK VA
Const Emergency Ante Room
\$49,339



CITY OF
BROKEN ARROW
Where opportunity lives

City Staff to complete this section

CASE NUMBER _____

TRACKING# _____

DATE: _____

APPLICATION FOR A PLANNED UNIT DEVELOPMENT (PUD)

- PUD application fee is \$375.00 plus \$6.00 per address notification.
- A pre-application meeting with City Staff is required prior to this application submittal.
- Written notes of this pre-application meeting shall be submitted with this application.
- Please submit 2 paper copies of the proposed PUD text, and drawings. One electronic copy, in PDF format, with the legal description shall be submitted with this application.
- An original address/radius report no older than 6 months, with mailing labels shall be submitted.
- The current property owner must sign the application or the City's form authorizing the owner's representative to sign the application on behalf of the owner.

PRE-APPLICATION MEETING DATE: 1-5-2021 MEETING NOTES ATTACHED: ☐

PROJECT NAME: Old Hitching Post

NAME OF APPLICANT: Griffith Contracting Phone: 918-520-2213

ADDRESS: 29400 E 68th St. S, Broken Arrow, OK ZIP CODE: 74014

EMAIL: leanne@griffithcontracting.com CITY/STATE: _____ FAX: _____

PROPERTY OWNER: John Belding and Nancy Belding PHONE: 918-629-8759

OWNER'S ADDRESS: 11610 S 257th East Ave, Coweta, OK ZIP CODE: 74429

EMAIL: johnphtp@yahoo.com CITY/STATE: _____ FAX: _____

COUNTY: Tulsa QUARTER SECTION: _____ SECTION/TOWNSHIP/RANGE: 14 18N 14

ACREAGE: .74 NO. OF LOTS: 1 PLAT/SUBDIVISION: Unplatted

LEGAL DESCRIPTION (MAY BE ATTACHED): New legal description attached

~~PRT SE SW BEG 088W & 23103 NEQ SW TH S118.5 CRV LF TO PT 493W EL SW N330 W175 POB LESS BEG NWC THERE OF TH S118.5 CRV LF TO PT 493W EL SW N50.39 W46.55 CRV RT TO PT 201.64S NL THEREOF N201.64 W50 POB SEC 14 1814.74AC~~

ANY PRIVATE DEED/PLAT RESTRICTIONS ON THE PROPERTY? ☐ YES ☒ NO, IF YES, EXPLAIN:

PROJECT ADDRESS OR GENERAL LOCATION: 1819 S Main St., Broken Arrow, OK 74012

PRESENT ZONING/USE: A1 PROPOSED ZONING/USE: CN

RELATED CASE NUMBERS _____

100 YEAR FEMA FLOODPLAIN ON PROPERTY? ☐ YES ☒ NO

I HEREBY CERTIFY THAT THE INFORMATION HEREIN SUBMITTED IS COMPLETE, TRUE AND ACCURATE AND THAT I/WE HAVE BEEN NOTIFIED ON THE DEVELOPMENT PROCEDURES AND GUIDELINES, INCLUDING PLATTING AND SITE PLAN REVIEWS IF REQUIRED AND ALL FEES AND CHARGES RELATED TO SITE IMPROVEMENTS, DEVELOPMENT AND BUILDING PERMIT COSTS.

SIGNATURE OF APPLICANT: _____

Leanne Griffith

dotloop verified
01/14/21 3:24 PM CST
DEXG-NFZA-9MQF-HWME

DATE: _____

(TYPE OR PRINT NAME OF APPLICANT SIGNING): Leanne Griffith, Griffith Contracting

☐ CHECK BOX IF ATTACHING OWNER'S SIGNATURE AUTHORIZATION FORM

SIGNATURE OF PROPERTY OWNER: _____

John Belding

DATE: 01-14-2021

(PRINT NAME OF OWNER SIGNING) _____

John Belding

CONTACT PERSON FOR THIS APPLICATION: Leanne Griffith, Griffith Contracting

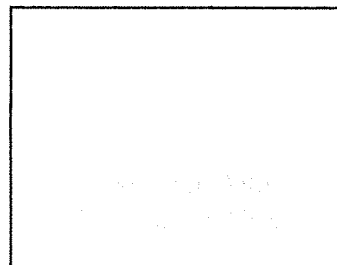
(Please Print)

CONTACT PERSON'S PHONE NUMBER: 918-520-2213

DO NOT WRITE BELOW THIS LINE

DATE REC'D: _____ REC'D BY: _____ FEE: _____

PLANNING COMMISSION DATE: _____





City of Broken Arrow

Request for Action

File #: 21-519, **Version:** 1

Broken Arrow Planning Commission
04-22-2021

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

Public hearing, consideration, and possible action regarding BAZ-2082 (Rezoning), Ellis Property, approximately 2.72 acres, A-RE (Annexed Residential Estate) to RS-1 (Single-family Residential), one-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road), one-third mile north of New Orleans Street (101st Street)

Background:

Applicant: Diana Hahn
Owner: Charles and Faye Ellis
Developer: Charles and Faye Ellis
Surveyor: Heartland Surveying
Location: One-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road), one-third mile north of New Orleans Street (101st Street)
Size of Tract approximately 2.72 acres
Number of Lots: 1
Present Zoning: A-RE
Proposed Zoning: RS-1
Comp Plan: Level 1 (Rural Residential)

BAZ-2082 is a request to change the zoning designation on an approximately 2.72-acre tract from A-RE (Annexed Residential Estate) to RS-1 (Single Family Residential). The unplatted property is located one-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road), one-third mile north of New Orleans Street (101st Street). This property was annexed into the city limits of Broken Arrow from Wagoner County on November 19, 2001 by Ordinance No. 2398.

It is applicant's desire to rezone the property in order to have the ability to split the property in the future. Utility easements have not been provided along 190th East Avenue and East 97th Street in accordance with the Broken Arrow Subdivision regulations and Engineering Design Criteria Manual.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

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

Location	Comprehensive Plan	Zoning	Land Use
North	Level 1	A-RE	large lot single-family home
East	Level 1	RE	Large lot single-family home
South	Level 2	A-1	Large lot single-family homes
West	Level 2	A-1	Undeveloped

This property is designated at Level 1 (Rural Residential) in the Comprehensive Plan. The RS-1 (Single-family Residential) zoning requested with BAZ-2082 is considered to be in accordance with the Comprehensive Plan in Level 1.

According to FEMA Maps, none of this property is located in the 100-year floodplain.

Attachments: Case map
Aerial
Comprehensive Plan
Conceptual Future Lot Split

Recommendation:

Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-2082 be approved and platting be waived, subject to the following conditions of approval.

1. The required utility easements (17.5-feet in width) shall be dedicated to the City of Broken Arrow; and
2. The site may be split into a maximum of three lots before platting will be required.

Reviewed by: Jill Ferenc

Approved by: Larry R. Curtis

ALY



0.55 AC.

0.78 AC.

1.38 AC.