

City of Broken Arrow
Meeting Agenda
Board of Adjustment

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

Monday, August 8, 2016

5:00 PM

Council Chambers

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [16-860](#) Approval of Board of Adjustment Special Meeting Minutes held, October 28, 2015

Attachments: [OCTOBER 28 2015 BOA MINUTES.djl.docx](#)

4. Public Hearings

- A. [16-818](#) Public hearing, consideration, and possible action regarding BOA 716, Iron Horse Ranch, Lot 2, Block 1, 0.25 acres, RS-3, request to reduce the building setback line along 2805 W. Imperial Street from 25 feet to 23 feet, located one-half mile west of Aspen Avenue, north of Jasper Street

Attachments: [2-CASE MAP.BOA 716.pdf](#)
[3-AERIAL.BOA 716.pdf](#)
[4-SURVEY OF 2805 W. IMPERIAL STREET.pdf](#)
[5-IRON HORSE RANCH RECORDED PLAT.pdf](#)
[6-APPROVED BP DRAWING JUNE 2013.pdf](#)

- B. [16-841](#) Public hearing, consideration, and possible action regarding BOA 717, Kenwood Addition, Lot 1, Block 2, 0.30 acres, R-2, request to reduce the building line setback along both N. Kenwood Avenue and N. Highland Drive to accommodate the encroachment of the existing structure into the building line setback requirement, located one-half mile east of Elm Place, north of Kenosha Street at 1036 N. Kenwood Drive

Attachments: [2-CASE MAP.BOA-717.pdf](#)
[3-AERIAL.BOA 717.pdf](#)
[4-SURVEY OF 1064 N. KENWOOD DRIVE.pdf](#)
[5-KENWOOD ADDITION PLAT.pdf](#)
[6-LETTER RECEIVED JULY 1, 2016, FROM APPLICANT.pdf](#)
[7-ORDINANCE 1053.pdf](#)
[8-1975 AERIAL.pdf](#)
[9-GENERAL WARRANTY DEED.pdf](#)
[10-COMMITMENT FOR TITLE INSURANCE.pdf](#)

5. General Board Business

None

6. Remarks, Inquiries, and/or Comments by the Board and/or Staff (No Action)

7. Adjournment

NOTICE:

1. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE PLANNING DIVISION AT 918 259 8412 TO MAKE ARRANGEMENTS.

2. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE BOARD OF ADJUSTMENT MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.

3. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE MEETING.

Posted on _____ 2016, at _____ am/pm.

CITY CLERK



City of Broken Arrow

Fact Sheet

File #: 16-860, Version: 1

Broken Arrow Planning Commission

08-08-2016

To: Chairman and Board Members

From: Development Services Department

Title:

**Approval of Board of Adjustment Special Meeting Minutes held,
October 28, 2015**

Background: Minutes recorded for the Board of Adjustment Special Meeting of October 28, 2015.

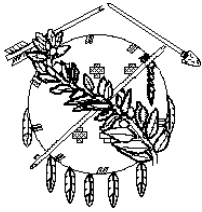
Attachments: Minutes from the October 28, 2015 BOA Special Meeting

Recommendation: Approve minutes of Board of Adjustment Special Meeting, October 28, 2015, as presented.

Reviewed By: Farhad Daroga

Approved By: Michael W. Skates

FKD: kjf



City of Broken Arrow

Minutes – Draft

BOA

City of Broken Arrow

Council Chambers

220 S 1st Street

Broken Arrow, OK

74012

Wednesday, October 28, 2015

5:00 PM

Council Chambers

SPECIAL MEETING

1. Call to Order

The meeting was called to order by Chairperson, Archer Honea at 5:00 p.m.

2. Roll Call

Present: 5-Randy Cherry, Stan Evetts, Steve Knight, Ralph Crochet (arrived at 5:10 p.m.), and Archer Honea

3. Consideration of Consent Agenda

A. Minutes, Board of Adjustment meeting August 10, 2015

MOTION: by Randy Cherry to approve August 10, 2015 BOA minutes. The motion was seconded by Stan Evetts.

Aye: 4 - Randy Cherry, Stan Evetts, Steve Knight, Archer Honea

Absent: 1 - Ralph Crochet

MOTION: Approved

4. Consideration of Items Removed from Consent Agenda

None

5. Public Hearing

A. Public hearing, consideration, and possible action regarding BOA 715, Southern Trails Estates, Lot 5, Block 6, 0.27 acres, RS2, request to reduce the building setback line along South Yellowwood Avenue from 25 feet to 20 feet, located one quarter mile south of New Orleans Street, one half mile west of Olive Avenue.

Brent Murphy presented the background saying BOA 715 involves a request for a variance to reduce the building setback line on S. Yellowwood Avenue from 25 feet to 20 feet. The home is located on Lot 5, Block 6 in the Southern Trails Estates addition, one-quarter mile south of New Orleans Street, one-half mile west of Olive Avenue. Applicant began construction on the single-family detached structure in May 2015.

Mr. Murphy said the board heard this case, BOA 714, in their regularly scheduled meeting of August 10, 2015 and there was much discussion on the matter. There was a motion made, at this meeting of August 10th, to not approve the variance request. The vote concluded with two in favor and two against. Since this meeting, a new applicant submitted a new variance request, BOA 715, with additional information.

Brent Murphy said this new application proposes to allow a variance to reduce the setback to Yellowwood Avenue from 25 feet to 20 feet. He said this application meets all six of the conditions required for a variance and Staff recommends approval of this variance request for the existing structure.

Archer Honea requested Staff to read all six conditions. On condition number one, Mr. Murphy said because of the weather affecting this piece of property, the property pins could not be located because of wetness and muddy conditions. Farhad Daroga noted this was the first house to be built on that block eliminating the possibility to use an adjacent house as a point of reference. The Board and Staff discussed the remaining five conditions.

Discussion continued.

Joe Williford, Chief Building Inspector, City of Broken Arrow addressed the Board. He said the site supervisor, for the house construction, called him requesting a setback inspection. He said he made a total of three trips to the site. They were unable to locate the property pins due to the amount of mud from the excessive rainfall. He advised the site supervisor to verify the setbacks before they pour. He said Staff does not carry metal detectors and it is the responsibility of the contractor to locate the property pins; however, the City must attempt to verify the correct setback based on adopted codes and ordinances.

James R. Gotwal, Attorney for the applicant, 525 S. Main Street, Suite 1130, Tulsa, Oklahoma 74103 provided an overview of the construction timeline. He said, at the time, this was the only site being built. He said although Mr. Williford did caution the concrete contractor to proceed at his own risk, this contractor did not advise anyone else of the potential problem and two weeks later the concrete was poured on June 5, 2015. The concrete contractor told the applicant he had contacted the City and it was ok to pour the slab. The applicant, Robert Soden, was not aware of any potential problems with the setback. A survey had been done for the bank and was not provided to the contractor. The bank discovered the discrepancy in the setback, but didn't contact the builder until over two weeks later. Once the Mr. Soden found out about the problem, he stopped work immediately.

The applicant, Robert Soden, 9210 N. 138th East Avenue, Owasso, Oklahoma 74055, addressed the Board. He said a locator works magnetically; however, they do not work well in wet conditions and the contractor usually use shovels to locate pins. He said his former superintendent remeasured the side setbacks but failed to remeasure the front setback.

MOTION: by Stan Evetts to approve BOA 715, as recommended by Staff. The motion was seconded by Steve Knight.

Aye: 2 - Stanley Evetts, Steve Knight

Nay: 3 - Randy Cherry, Ralph Crotchett, and Archer Honea

MOTION: BOA 715 was not approved

6. General Board Business

- A.** Consideration and possible approval of the 2016 Board of Adjustment meeting and calendar schedule.

MOTION: by Randy Cherry to approve the 2016 Board of Adjustment calendar schedule. The motion was seconded by Ralph Crotchett.

Aye: 5 - Randy Cherry, Stanley Evetts, Steve Knight, Ralph Crotchett, and Archer Honea

Nay: 0

MOTION: Approved

7. Remarks, Inquiries and/or Comments by the Board and/or Staff (No Action)

8. Adjournment

MOTION: by Ralph Crotchett to adjourn at 6:22 p.m. The motion was seconded by Randy Cherry.

Aye: 5- Randy Cherry, Stanley Evetts, Steve Knight, Ralph Crotchett, and Archer Honea

Nay: 0

MOTION: Approved



City of Broken Arrow

Fact Sheet

File #: 16-818, Version: 1

Broken Arrow Board of Adjustment

08-08-2016

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

Public hearing, consideration, and possible action regarding BOA 716, Iron Horse Ranch, Lot 2, Block 1, 0.25 acres, RS-3, request to reduce the building setback line along 2805 W. Imperial Street from 25 feet to 23 feet, located one-half mile west of Aspen Avenue, north of Jasper Street

Background:

Applicant: Barbara Rau
Owner: Irene Shelgosh
Developer: Rausch Coleman
Surveyor: K.S. Collins, Collins Land Surveying, Inc.
Location: One-half mile west of Aspen Avenue, north of Jasper Street
Size of Tract 0.25 acres
Number of Lots: 1
Present Zoning: RS-3
Comp Plan: Level 2

Background:

BOA 716 involves a request for a variance to reduce the building setback line on 2805 W. Imperial Street from 25 feet to 23 feet. The home is located on Lot 2, Block 1 in the Iron Horse Ranch addition, located one-half mile west of Aspen Avenue, north of Jasper Street.

On June 6, 2013, a residential plot plan and building permit for a single family detached residence on Lot 2, Block 1 of Iron Horse Ranch was approved by the City of Broken Arrow. The plot plan showed the structure to meet all the building setback requirements of the Zoning Ordinance.

On December 29, 2015, a land survey for mortgage loan purposes was completed for the second buyer of the home. Survey results showed the northwest corner of the existing structure to be encroaching over the building setback line by 1.7 feet.

The encroachment was caused by the property not being plotted to reflect the approved plat. The northwest corner of the property is abutting the beginning of a cul-de-sac and has a slight curvature that was not taken into account when the building setback lines were calculated, causing the northwest corner of the home to be built over the building setback line.

Applicant's Request

Applicant has submitted a request for a variance to reduce the building line setback 2805 W. Imperial Street from 25 feet to 23 feet.

For a variance to be granted, there are six conditions that must be found by the Board of Adjustment.

1. There are unique physical circumstances or conditions, such as irregularity, narrowness, or shallowness of lot, or exceptional topographical or other physical conditions peculiar to the affected property.

Analysis:

The slight curvature on the northwest corner of the lot is unique to this property.

2. The unusual circumstances or conditions do not exist throughout the neighborhood or district in which the property is located.

Analysis:

The circumstance is unique to this property and does not exist throughout the neighborhood.

3. Such physical circumstances or conditions were not created by the applicant.

Analysis:

The applicant is the second purchaser of the home and was not involved in its construction. Errors in the plot were discovered when a survey was requested by the applicant's mortgage company.

4. Because of such physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of this Ordinance.

Analysis:

Alterations to the property would be costly and cause hardship to the owner of the home. The 1.7-foot encroachment into the building setback line does not significantly affect the property or neighboring properties.

5. The variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property.

Analysis:

The front, northwest corner is the only portion encroaching into the building setback line; the rest of the structure is appropriately set back. The encroachment will not impair the use of the property or adjacent properties. This structure with the encroachment of 1.7 feet (part of triangle) has been on this lot since 2013.

6. The variance, if granted, would be the minimum variance that will afford relief and is the least modification possible of the provisions of this Ordinance that are in question.

Analysis:

Granting a variance to reduce the building setback line from 25 feet to 23 feet, for this encroachment only, will allow the structure to remain in the current placement on the lot and is the minimum variance required.

Attachments:

Case map
Aerial Photo
Survey of 2805 W. Imperial Street, December 2015

Iron Horse Ranch plat

Plot Plan Submitted and approved for building permit, June 2013

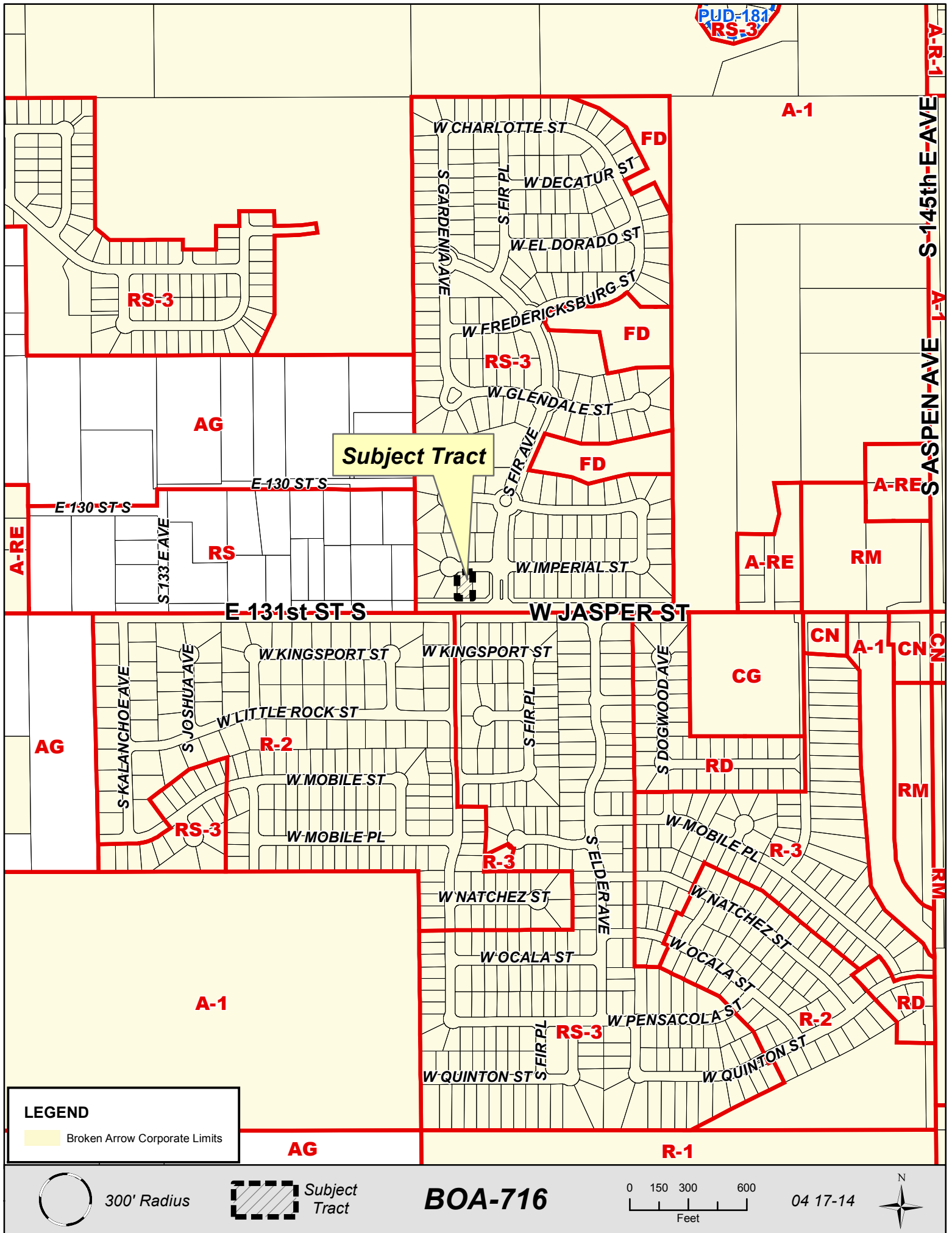
Recommendation:

By State law and by the City of Broken Arrow Zoning Ordinance, for a variance to be granted, all six conditions listed above must be met. In Staff's opinion, the request for a variance to reduce the building setback line along 2805 W. Imperial Street from 25 feet to 23 feet meets the six conditions for the Board to grant a variance. Therefore, Staff recommends that BOA 716 be approved for the existing structure. Any future additions onto the property shall be in compliance with the Zoning Ordinance.

Reviewed By: Farhad Daroga

Approved By: Michael W. Skates

FKD: ALY





BOA 716
Iron Horse Ranch Lot 2, Block1





RAUSCH COLEMAN HOMES OF TULSA, LLC
10159 E. 11TH St , Suite 415
Tulsa, Oklahoma 74128
918-833-5005

Iron Horse Ranch

2805 W Imperial St

Lot 2 of Block 1

W Imperial St



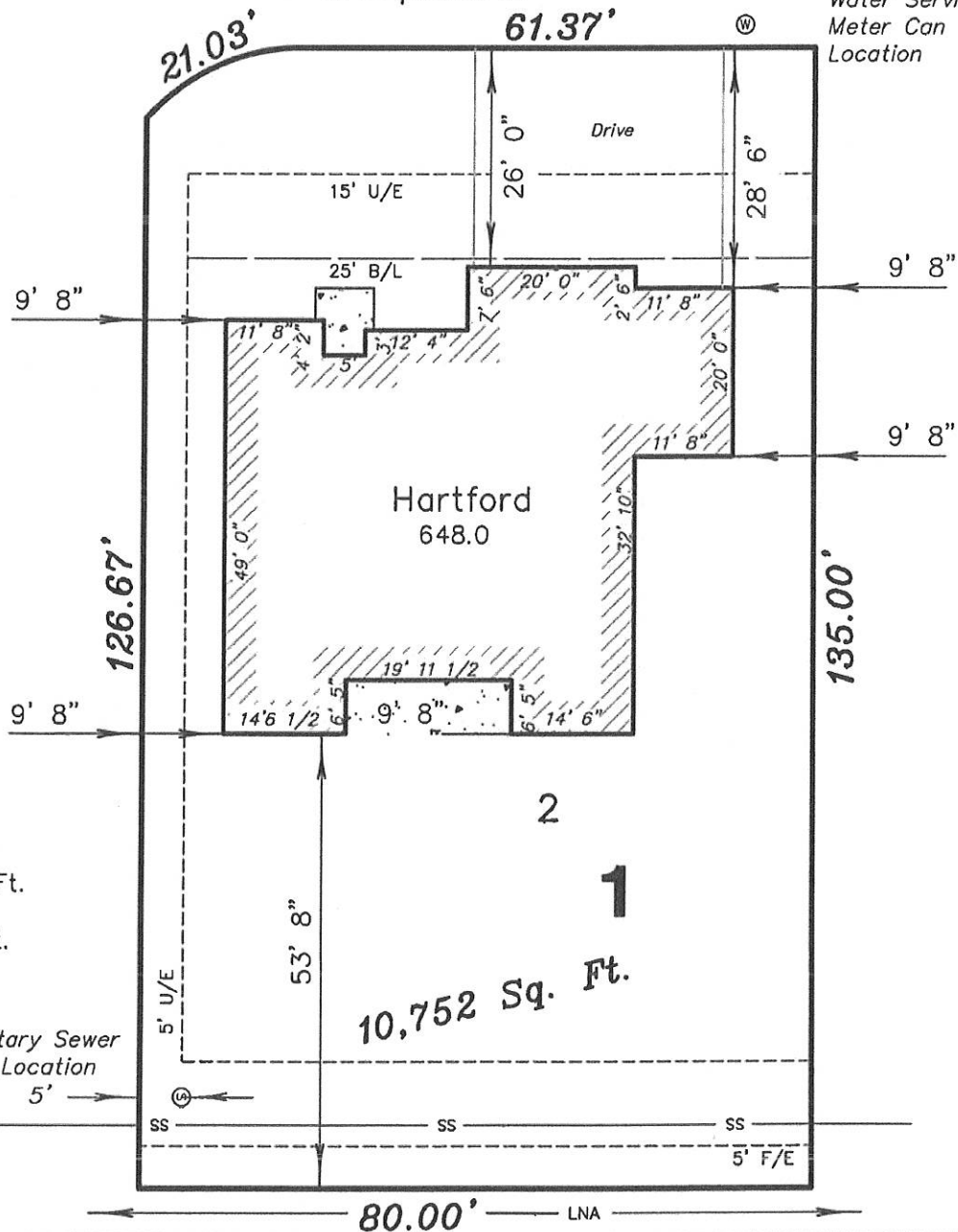
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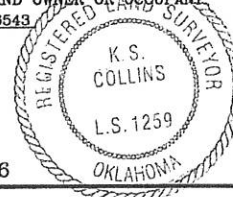


Lot Area =
10,752 Sq. Ft.
Sod Area =
7,216 Sq. Ft.

Sanitary Sewer
Tap Location

Water Service
Meter Can
Location





Final Plat
Iron Horse Ranch

ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4)
SECTION 4, TOWNSHIP 17 NORTH, RANGE 14 EAST,
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

APPROVED 4-1-08 by the City
Council of the City of Broken Arrow,
Oklahoma.
Wade, M. Cable Sr.
Mayor
Attest: City Clerk Mary E. Bryner
9-19-08

DEED OF DEDICATION
FOR
IRON HORSE RANCH BROKEN ARROW

KNOW ALL MEN BY THESE PRESENTS:

THAT 129TH EAST AVENUE ASSOCIATES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HERINAFTER REFERRED TO AS THE "DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID W/2 SE/4; THENCE NORTH 0°26'37" WEST ALONG THE WESTERLY LINE OF THE W/2 SE/4, FOR A DISTANCE OF 2643.38 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE W/2 SE/4; THENCE NORTH 89°54'43" EAST ALONG THE NORTHERLY LINE OF THE W/2 SE/4, FOR A DISTANCE OF 1321.88 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE W/2 SE/4; THENCE SOUTH 0°24'44" EAST ALONG THE EASTERLY LINE OF THE W/2 SE/4, FOR A DISTANCE OF 2645.41 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE W/2 SE/4; THENCE SOUTH 90°00'00" WEST ALONG THE SOUTHERLY LINE OF THE W/2 SE/4, FOR A DISTANCE OF 1320.45 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 3,493,596 SQUARE FEET, OR 80.202 ACRES.

THE DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "IRON HORSE RANCH", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS AND UTILITY EASEMENTS

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UIE" OR "UTILITY EASEMENT," RESERVE A, AND RESERVE B, 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 DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING WITHIN SUCH EASEMENTS.

B. UNDERGROUND SERVICE

1. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 6 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

2. 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 GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION FACILITIES OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

3. 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. 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.

4. 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, SANITARY SEWER AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, IF GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON 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. THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR DATE OF PREPARATION: AUGUST 27, 2008

STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

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

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.

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

6. WATER MAINS MAY CROSS THE PUBLIC STREETS DEPICTED ON THE ACCOMPANYING PLAT.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, 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.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

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. 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 INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING 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.

G. SIDEWALKS

1. INTERIOR SIDEWALKS SHALL BE CONSTRUCTED BY EACH PROPERTY OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW.

2. THE DEVELOPER SHALL CONSTRUCT ALL SIDEWALKS IN RESERVE AREAS ALONG THE WEST JASPER STREET FRONTAGE AND IN ALL RESERVE AREAS THAT ABUT A STREET.

H. UTILITY & OVERLAND DRAINAGE EASEMENT RESERVE AREAS "I", "J", "K" AND "M"

1. SUBJECT TO THE PROVISIONS OF I(1), BELOW, FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF UTILITY/OVERLAND DRAINAGE FUNCTION TO THE CITY OF BROKEN ARROW, OKLAHOMA, THE DEVELOPER HEREBY DEDICATES UTILITY/OVERLAND DRAINAGE FUNCTION TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS A PERPETUAL EASEMENT ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT", INCLUDING RESERVE AREAS "I", "J", "K" AND "M" (COLLECTIVELY, THE "OVERLAND DRAINAGE EASEMENT AREAS"), FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED IN THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION, EXCEPT AS APPROVED BY THE CITY OF BROKEN ARROW AS PART OF THE SITE DEVELOPMENT AND LANDSCAPE ARCHITECTURE DEVELOPMENT, MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE OVERLAND EASEMENT AREAS, UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE-HALF INCHES (2 1/2) INCHES SHALL NOT REQUIRE APPROVAL.

4. OVERLAND DRAINAGE EASEMENT AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS RESERVE AREAS "I", "J", "K" AND "M" ARE RESERVED FOR CONVEYANCE TO A HOMEOWNERS' ASSOCIATION COMPRISED OF OWNERS OF LOTS WITHIN THE SUBDIVISION, OVERLAND DRAINAGE EASEMENT AREAS AND THE FACILITIES LOCATED THEREIN SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AT ITS COST. MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREAS OWNED BY IT AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE OVERLAND DRAINAGE EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST

OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE COSTS SHALL BE A LIEN AGAINST ALL LOTS WITHIN THE SUBDIVISION, PROVIDED THAT THE LIEN AGAINST A LOT SHALL NOT EXCEED THE AMOUNT CALCULATED BY MULTIPLYING THE TOTAL COSTS OF MAINTENANCE WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS BY A FRACTION, THE NUMERATOR OF WHICH IS THE NUMBER OF SQUARE FEET WITHIN THE LOT AND THE DENOMINATOR OF WHICH IS THE COMBINED TOTAL NUMBER OF SQUARE FEET OF ALL THE LOTS IN THE SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE JUDICIALLY FORECLOSED.

I. UTILITY & OVERLAND DRAINAGE RESERVE AREA "K"

THE DEVELOPER HEREIN RESERVES A PERPETUAL EASEMENT OVER, AND ACROSS RESERVE AREA "K" FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS' ASSOCIATION FORMED OR TO BE FORMED AS SET FORTH HEREIN, FOR THE INSTALLATION, USE AND MAINTENANCE OF LANDSCAPING, UTILITY AND/OR OVERLAND DRAINAGE EASEMENT FACILITIES, SIGNAGE, PEDESTRIAN ACCESS FACILITIES AND RECREATIONAL AMENITIES, TO INCLUDE A CLUBHOUSE WITH ASSOCIATED PARKING.

J. RESERVE AREAS "A", "B", "C", "D", "E", "F", "G", "H" AND "L"

THE DEVELOPER HEREIN RESERVES A PERPETUAL EASEMENT OVER AND ACROSS RESERVE AREAS "A", "B", "C", "D", "E", "F", "G", "H" AND "L" FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS' ASSOCIATION FORMED OR TO BE FORMED AS SET FORTH HEREIN FOR THE INSTALLATION, USE AND MAINTENANCE OF PEDESTRIAN ACCESS FACILITIES, UTILITY AND/OR OVERLAND DRAINAGE EASEMENT FACILITIES, SIGNAGE, LANDSCAPING, ENTRY FEATURES AND RECREATIONAL AMENITIES.

K. TRAFFIC CONTROL MEDIAN RESERVE AREAS "N", "O", "P", "Q", "R", "S" AND "T"

1. THE DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE RESERVE AREAS "N", "O", "P", "Q", "R", "S" AND "T" LOCATED IN THE PUBLIC STREET RIGHT-OF-WAY FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF TRAFFIC CONTROL IMPROVEMENTS, PROVIDED HOWEVER, THE DEVELOPER RESERVES A PERPETUAL EASEMENT, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS' ASSOCIATION FORMED OR TO BE FORMED AS SET FORTH HEREIN, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF LANDSCAPING, UTILITIES, SIGNAGE AND ENTRY FEATURES.

2. THE HOLDER OF THE RESERVED EASEMENT, THE DEVELOPER OR THE HOMEOWNERS' ASSOCIATION, AS THE CASE MAY BE, HEREIN COVENANTS THAT THE HOLDER SHALL MAINTAIN ANY LANDSCAPING LOCATED WITHIN TRAFFIC CONTROL MEDIAN RESERVE AREAS AND THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO LANDSCAPING INCLUDING IRRIGATION SYSTEMS, OCCASIONED BY MAINTENANCE OR RECONSTRUCTION OF THE TRAFFIC CONTROL MEDIANS OR MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING PUBLIC STREET.

L. RESERVE AREA MAINTENANCE

1. MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

M. FENCE EASEMENT

1. THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "FIE" AND SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF THE HOMEOWNERS ASSOCIATION, THE FENCE AND LANDSCAPE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEM, LANDSCAPING, AND FOR THE PURPOSES OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN "IRON HORSE RANCH", WHICH CONTAINS SUCH EASEMENTS. MAINTENANCE OF ALL FENCING WITHIN THE FENCE EASEMENT IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

N. RESTRICTED ACCESS

1. NO BUILDING SHALL BE ERECTED OR MAINTAINED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT EXCEPT THAT GARAGES THAT ACCESS A STREET IN AN AREA DEPICTED AS "RESTRICTED ACCESS" OR "RA" SHALL BE SET BACK A MINIMUM OF TWENTY-FIVE (25) FEET.

SECTION II. PRIVATE RESTRICTIONS AND COVENANTS

A. ARCHITECTURAL COMMITTEE:

A COMPLETE SET OF PLANS AND CONSTRUCTION SPECIFICATIONS, INCLUDING MATERIALS FOR THE INITIAL CONSTRUCTION OF A STRUCTURE OR IMPROVEMENT PROPOSED TO BE ERECTED ON ANY LOT, MUST FIRST BE SUBMITTED TO AN ARCHITECTURAL REVIEW COMMITTEE (HEREINAFTER "ARC") CONSISTING OF ROBERT R. DAVID, CLARK NEELY, AND KEVIN HUTCHENS (PROVIDED, HOWEVER, THAT, IN THE EVENT ANY MEMBER OF THE ARC IS UNABLE OR UNWILLING TO SERVE ON THE ARC, THE DECLARANT SHALL SELECT ANY REQUIRED SUCCESSOR TO SERVE ON THE ARC), AND WRITTEN APPROVAL THEREOF OBTAINED FROM THE ARC, BY AT LEAST A TWO-THIRDS (2/3) MAJORITY VOTE OF THE ARC, PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION UPON EACH AND ALL OF THE LOTS. SUCH PLANS AND CONSTRUCTION SPECIFICATIONS SHALL REFLECT PROPOSED CONSTRUCTION COMPLYING WITH THE REMAINING PROVISIONS OF THIS ARTICLE, DEPICT ALL ELEVATIONS IN COLOR, AND, IN ADDITION, CONFORM TO THE FOLLOWING REQUIREMENTS:

1. USE OF LAND

THE USE OF LOTS SHALL BE LIMITED TO SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. ONLY ONE RESIDENCE SHALL BE PERMITTED UPON A LOT.

2. MINIMUM YARDS

NO BUILDING SHALL BE LOCATED NEARER TO A PERIMETER BOUNDARY OF A LOT THAN THE BUILDING LINES DEPICTED ON THE ACCOMPANYING PLAT. WHERE NO BUILDING LINE IS DEPICTED ON FOR A REAR YARD, NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET TO ANY REAR LOT LINE. WHERE NO BUILDING LINE IS DEPICTED FOR A SIDE YARD, NO BUILDING SHALL BE LOCATED NEARER THAN 5 FEET TO ANY SIDE LOT LINE. NOTWITHSTANDING THE ABOVE, NO BUILDING SHALL ENCROACH UPON ANY EASEMENT DEPICTED UPON THE ACCOMPANYING PLAT.

3. FLOOR AREA

NO ONE STORY RESIDENCE HAVING LESS THAN 2400 SQUARE FEET OF LIVING AREA SHALL BE ERECTED ON ANY LOT. NO MULTIPLE STORY RESIDENCE HAVING LESS THAN 2600 SQUARE FEET OF TOTAL LIVING AREA, WITH 1800 SQUARE FEET ON THE FIRST FLOOR, SHALL BE ERECTED ON ANY LOT.

4. BUILDING HEIGHT

MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED THIRTY FIVE (35') IN HEIGHT.

5. GARAGES

EVERY RESIDENCE SHALL HAVE A GARAGE CONTAINING SPACE FOR AT LEAST TWO (2) AUTOMOBILES. GARAGES ON CORNER LOTS SHALL BE AT LEAST 25 FEET FROM THE EDGE OF THE CURB FOR ENTRY.

6. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED. NO RAILROAD TIE BEAMS PERMITTED, NO EXCEPTIONS.

7. MASONRY

ALL STREET FACING EXTERIOR DWELLING WALLS SHALL BE ONE HUNDRED PERCENT (100%) BRICK, BRICK VENEER, STONE, STONE VENEER, OR STUCCO BELOW THE SECOND FLOOR OF THE DWELLING, PROVIDED THAT THE EXTERIOR OF ANY REAR ELEVATION OR SIDE FACING DWELLING WALL NOT FACING A STREET MAY BE 85% BRICK, BRICK VENEER, STONE, STONE VENEER, OR STUCCO BELOW THE SECOND FLOOR. ABOVE THE FIRST FLOOR ELEVATION MAY BE CONSTRUCTED OF WOOD, MASONITE OR A COMPARABLE SIDING PRODUCT. THE AREA OF ALL WINDOWS AND DOORS LOCATED IN SUCH EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SUCH EXTERIOR WALLS.

8. WINDOWS

ALL WINDOWS SHALL BE WOOD WINDOWS, VINYL WINDOWS OR METAL-CLAD WOOD. NO MILL FINISHES SHALL BE PERMITTED.

9. ROOF MATERIALS

ALL ROOFS SHALL BE COVERED WITH ROOFING MATERIAL HAVING A THIRTY (30) YEAR OR MORE RATING (SUCH AS "TANCO HERITAGE THIRTY WEATHERED WOOD"), OR SLATE OR TILE IF APPROVED BY THE ARC. ANY WAIVER OF THIS RESTRICTION BY THE ARC MUST BE DATED AND IN WRITING. ALL ROOF FLASHING AND VALLEYS SHALL BE MADE OF BRONZE, COPPER OR PAINTED MATERIAL. ALL ROOF VENTS ARE TO BE PAINTED TO BLEND IN WITH THE COLOR OF THE ROOFING MATERIAL.

10. DRIVEWAYS

THE DRIVEWAYS FOR ALL RESIDENCES WITHIN IRON HORSE RANCH SHALL BE CONSTRUCTED OF CONCRETE.

11. FENCING

THE STANDARD FENCING FOR ALL DWELLINGS SHALL BE SOLID 6 FOOT HIGH WOOD FENCING WITH A SOLID 2"x6" CAP OF WOOD. SPECIFICALLY NO "DOG EAR" FENCING SHALL BE PERMITTED. THE LOCATION, TYPE AND STYLE OF ALL FENCES MUST BE APPROVED BY THE ARC AND SHALL BE OF UNIFORM CONSTRUCTION AND UNIFORM HEIGHT MEASURED AT THE TOP OF THE FENCE. FENCES LOCATED IN A YARD OTHER THAN FRONT YARD SHALL NOT EXCEED 6 FEET IN HEIGHT AND SHALL BE LOCATED NO CLOSER TO THE STREET THAN THE BUILDING SET BACK LINE LOCATED ON THE LOT. FENCES LOCATED IN THE FRONT YARD THAT ARE CONNECTED TO THE BACKYARD FENCING SHALL NOT EXCEED 6 FEET IN HEIGHT SHALL BE SOLID IN NATURE AND MUST BE APPROVED BY THE ARC FOR VARIATIONS. NO LOT SHALL BE USED, DEVELOPED AND OR FENCED IN SUCH A MANNER SO AS TO CREATE AN ADDITIONAL YARD AREA FOR AN ADJOINING LOT WITHOUT THE WRITTEN CONSENT OF THE ARC.

12. SWIMMING POOLS

NO SWIMMING POOLS SHALL BE CONSTRUCTED IN FRONT YARDS. NO ABOVE-GROUND POOLS SHALL BE PERMITTED

13. REFUSE

NO GARBAGE OR TRASH SHALL BE KEPT, MAINTAINED OR CONTAINED IN ANY LOT SO AS TO BE VISIBLE FROM ANOTHER LOT. NO INCINERATORS SHALL BE KEPT OR MAINTAINED ON ANY LOT. NO REFUSE PILE, GARBAGE OR UNSIGHTLY OBJECTS SHALL BE ALLOWED TO BE PLACED, ACCUMULATED OR SUFFERED TO REMAIN ANYWHERE ON A LOT. ALL REFUSE RECEPTACLES WITHIN IRON HORSE RANCH SHALL BE FULLY ENCLOSED FROM STREET VIEW. NO CURBSIDE PICK-UP OF REFUSE SHALL BE PERMITTED.

14. MAILBOXES

THE MAILBOX FOR EACH LOT SHALL BE AS DESIGNATED BY THE ARC, AND SHALL BE UNIFORM FOR THE ENTIRE SUBDIVISION.

15. DRAINAGE

EVERY LOT MUST BE FINE-GRADED TO PROVIDE POSITIVE DRAINAGE FROM THE LOT AND PURSUANT TO THE ENGINEER'S ORIGINAL GRADING PLAN. MANHOLES ON THE LOT MUST BE KEPT AT GRADE OR ADJUSTED TO REMAIN ACCESSIBLE TO THE CITY.

16. OFFSITE BUILDINGS

NO PRE-EXISTING OR OFF-SITE BUILT BUILDINGS MAY BE MOVED ONTO ANY LOT. ALL OUT BUILDINGS OF ANY NATURE MUST BE APPROVED IN WRITING BY THE ARCHITECTURAL REVIEW COMMITTEE (ARC) AND SHALL BE CONSTRUCTED ONSITE.

17. ROOF PITCH

HOMES SHALL HAVE A ROOF PITCH OF AT LEAST 8/12 ON 75% OF THE ROOF AREA. NO ROOF PITCH OF LESS THAN 8/12 SHALL BE PERMITTED EXCEPT FOR COVERED PORCHES OR PATIOS.

18. LANDSCAPE

ALL LOTS SHALL BE PROFESSIONALLY LANDSCAPED ON THE FRONT AND STREET FACING SIDE ELEVATIONS UPON COMPLETION OF THE HOME. ALL FRONT, SIDE AND BACK YARDS SHALL BE FULLY SODDED UPON COMPLETION OF THE HOME. ALL YARD AND LANDSCAPE AREAS SHALL BE FULLY IRRIGATED. EACH LOT UPON COMPLETION OF CONSTRUCTION SHALL HAVE A MINIMUM OF TWO TREES PLANTED IN THE FRONT YARD THAT ARE A MINIMUM OF 2.5" CALIPER EACH. LANDSCAPE PLANS MUST BE APPROVED BY THE ARC.

19. CHIMNEYS

ALL FIREPLACE CHIMNEYS ON THE STREET SIDE SHALL BE VENEERED WITH BRICK, STONE OR STUCCO ON ALL SIDES AND HAVE A PAINTED METAL OR CLAY CAP APPROVED BY THE ARC.

20. ANTENNAS

NO ANTENNAS SHALL BE PERMITTED EXCEPT A 20 INCH SATELLITE DISH, THE LOCATION OF WHICH SHALL BE APPROVED BY THE ARC.

21. SIGNAGE

EXCEPT FOR CUSTOMARY AND USUAL "FOR SALE" SIGNS AND CUSTOMARY AND USUAL NAME AND ADDRESS SIGNS, NO SIGN OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY PART OF ANY LOT, OR ON ANY STRUCTURE EXCEPT WITH THE WRITTEN CONSENT OF THE ARC.

Final Plat Iron Horse Ranch

ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4)
SECTION 4, TOWNSHIP 17 NORTH, RANGE 14 EAST,
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

APPROVED 4-1-08 by the City
Council of the City of Broken Arrow,
Oklahoma.
Mayor Wade McCallister
Attest: City Clerk Mary E. Ryce
9-19-08

BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
1	* 1	650.00	MH12	655.1
	* 2	648.00	MH12	655.1
	* 3	647.00	MH12	655.1
	* 4	646.00	MH11	651.7
	* 5	645.75	MH76	648.2
	* 6	645.35	MH76	648.2
	7	646.30	LHb	643.7
	8	647.40	LHa	643.4
	9	650.10	LHa	643.4
	* 10	633.30	MH14	636.2
	* 11	636.10	MH14	636.2
	* 12	639.80	LHb	643.7
	* 13	640.85	MH10	646.6
	* 14	640.85	MH10	646.6
	15	640.75	MH9	631.4
	16	639.80	MH8	628.1
	17	637.80	MH7	625.5
	18	634.70	MH7	625.5
	19	633.10	MH6	625.7
2	1	654.00	MH22	652.3
	2	654.50	MH22	652.3
	3	654.00	MH22	652.3
	* 4	653.10	MH22	652.3
	5	652.50	MH21	650.9
	6	652.00	MH21	650.9
	* 7	651.40	MH21	650.9
	* 8	650.80	MH21	650.9
	* 9	650.50	MH21	650.9
	* 10	650.50	LHc	655.9
	* 11	649.20	MH18	655.9
	* 12	649.20	MH17	652.2
	* 13	647.30	MH17	652.2
	* 14	643.60	MH17	652.2
	* 15	640.40	MH16	642.3
	16	638.50	MH2	620.7
	17	637.80	MH2	620.7
	18	636.80	MH3	622.0
	19	634.05	MH3	622.0
3	20	632.45	MH3	622.0
	21	632.40	MH4	622.5
	22	634.45	MH5	623.8
	23	634.90	MH5	623.8
	24	634.40	MH5	623.8
	* 1	652.50	MH22	652.3
	* 2	652.50	MH22	652.3
	* 3	652.10	MH22	652.3
	* 4	651.90	MH22	652.3
	* 5	651.30	MH21	650.9
	* 6	650.70	MH21	650.9
	* 7	650.10	MH21	650.9
	* 8	649.50	MH21	650.9
	9	641.50	MH25	638.7
	* 10	637.70	MH25	638.7
	* 11	635.30	MH25	638.7
	* 12	634.70	MH24	635.5
	* 13	636.40	MH24	635.5
	14	637.70	MH24	635.5
	15	637.70	MH24	635.5
4	16	636.75	MH24	635.5
	1	637.40	MH30	624.2
	2	636.70	MH30	624.2
	3	636.10	MH29	622.3
	4	635.60	MH28	621.6
	5	635.10	MH28	621.6
	6	634.50	MH27	622.1
	7	633.90	MH27	622.1
	8	633.60	MH41	632.4
	* 9	633.40	MH43	635.5
	* 10	634.50	MH44	642.1
	* 11	635.10	MH44	642.1
	* 12	635.85	MH44	642.1
	* 13	636.70	MH45	644.2
	* 14	637.50	MH45	644.2

* THESE LOTS REQUIRE A BACKFLOW
PREVENTOR VALVE.

BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	
5	1	637.50	MH31	625.3	
	2	635.80	MH32	624.4	
	3	635.70	MH32	624.4	
	4	636.50	MH32	624.4	
	5	635.80	MH33	624.1	
	6	633.80	MH33	624.1	
	7	633.90	MH34	622.8	
	* 8	634.80	MH35	640.8	
	* 9	637.80	MH35	640.8	
	10	642.10	MH35	640.8	
	* 11	644.10	MH36	649.5	
	* 12	646.15	MH36	649.5	
	* 13	648.10	MH36	649.5	
	* 14	650.10	MH36	649.5	
	* 15	651.30	MH37	655.7	
	* 16	652.65	MH37	655.7	
	* 17	654.80	MH37	655.7	
6	* 1	640.20	MH52	642.0	
	* 2	636.60	MH52	642.0	
	* 3	635.10	MH52	642.0	
	* 4	635.35	MH52	642.0	
	* 5	636.80	MH52	642.0	
	* 6	639.70	LHd	642.2	
	7	647.50	LHd	642.2	
	8	646.60	MH52	642.0	
	9	645.65	MH52	642.0	
	10	644.70	MH52	642.0	
	11	643.95	MH52	642.0	
	7	* 1	646.25	MH57	649.8
		* 2	645.90	MH57	649.8
		* 3	646.70	MH57	649.8
		* 4	647.60	MH57	649.8
	8	* 1	656.50	MH38	657.1
		* 2	657.10	MH38	657.1
* 3		657.80	MH38	657.1	
* 4		659.00	MH39	660.9	
* 5		659.70	MH39	660.9	
* 6		660.90	MH39	660.9	
* 7		661.60	MH39	660.9	
* 8		661.70	MH39	660.9	
* 9		661.50	MH40	664.4	
* 10		661.60	MH40	664.4	
9	11	659.40	MH67	657.4	
	* 12	656.60	MH67	657.4	
	* 13	654.50	MH67	657.4	
	* 14	652.60	MH67	657.4	
	* 15	651.70	MH67	657.4	
	16	651.10	MH66	645.7	
	17	650.30	MH66	645.7	
	1	648.30	MH66	645.7	
	2	646.70	MH65	637.2	
	3	645.70	MH65	637.2	
	4	645.70	MH64	635.0	
	5	646.20	MH64	635.0	
	6	646.80	MH63	632.5	
	7	646.80	MH63	632.5	
	8	645.30	MH63	632.5	
	9	640.10	MH62	629.5	
10	10	638.40	MH62	629.5	
	11	637.80	MH61	626.5	
	12	637.80	MH61	626.5	
	13	638.90	MH61	626.5	
	14	640.00	MH60	627.2	
	15	640.30	MH60	627.2	
	16	640.00	LHF	632.7	

* THESE LOTS REQUIRE A BACKFLOW
PREVENTOR VALVE.

BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
10	1	* 643.30	MH53	643.9
	2	* 641.10	MH54	640.3
	3	* 638.50	MH54	640.3
	4	* 637.20	MH54	640.3
	5	* 637.10	MH54	640.3
	6	* 638.85	MH55	640.8
	7	643.60	MH55	640.8
	8	645.90	MH55	640.8
	9	646.80	MH54	640.3
	10	646.30	MH54	640.3
	11	645.20	MH54	640.3
	12	645.20	MH54	640.3
	13	646.10	MH54	640.3
	14	649.60	MH53	643.9
	15	651.10	MH53	643.9
11	1	* 649.70	LHe	649.3
	2	* 647.10	MH71	648.1
	3	* 645.60	MH71	648.1
	4	* 645.60	MH71	648.1
	5	* 645.60	MH71	648.1
	6	* 646.20	MH71	648.1
	7	* 646.30	MH70	648.3
	8	* 642.60	MH70	648.3
	9	650.10	MH70	648.3
	10	652.60	MH70	648.3
	11	653.50	MH71	648.1
	12	652.80	MH71	648.1
	13	652.40	MH71	648.1
	14	652.40	MH71	648.1
	15	652.10	LHe	649.3
12	1	* 655.30	MH75	654.9
	2	* 653.20	MH75	654.9
	3	* 652.40	MH75	654.9
	4	* 653.20	MH75	654.9
	5	* 653.40	MH75	654.9
	6	* 651.00	MH74	650.7
	7	* 648.10	MH75	654.9
	8	* 649.20	MH75	654.9
	9	* 651.20	MH75	654.9
	10	* 653.80	MH75	654.9
13	1	* 651.50	MH49	656.0
	2	* 652.50	MH49	656.0
	3	* 653.20	MH49	656.0
	4	* 653.90	MH49	656.0
	5	* 654.60	MH50	656.3
	6	* 655.30	MH50	656.3
	7	* 656.00	MH50	656.3
	8	* 655.80	MH50	656.3
	9	* 653.60	MH50	656.3
	10	660.00	MH50	656.3
	11	660.10	MH50	656.3
	12	659.30	MH50	656.3
	13	658.60	MH50	656.3
	14	657.90	MH50	656.3
	15	657.20	MH49	656.0
	16	* 656.40	MH49	656.0
	17	* 655.70	MH49	656.0

* THESE LOTS REQUIRE A BACKFLOW
PREVENTOR VALVE.

Benchmark 1

3"ALUMINUM CAP-FLUSH-SET IN CONCRETE-
STAMPED "BA 9", SET N.W. OF THE
INTERSECTION OF E. 131ST ST. S. AND
S. 193RD E. AVE.

N: 5035.19 E: 23407.39
ELEVATION= 649.43 (NAVD 1988)

Benchmark 2

5/8" REBAR-1 1/2" ALUMINUM CAP-
FLUSH-STAMPED "BA 14", SET S.E.
OF THE INTERSECTION OF E. 121ST ST.
S. AND S. GARNETT AVE.

N: 10309.33 E: -2987.85
ELEVATION= 618.73 (NAVD 1988)

22. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT AT ANY RESIDENCE OR ON ANY LOT. COMMON HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES, AND SO LONG AS THEY DO NOT POSE A THREAT OR CREATE A NUISANCE TO THE NEIGHBORS.

23. COMMERCIAL STRUCTURES

NO COMMERCIAL STRUCTURES SHALL BE ERRECTED, MAINTAINED OR OPERATED ON ANY LOT EXCEPT FOR REAL ESTATE SALES, MANAGEMENT AND CONSTRUCTION OFFICES, WHICH MAY, WITH THE PRIOR WRITTEN CONSENT OF THE DEVELOPER, BE ERRECTED, MAINTAINED AND OPERATED ON ANY LOT OR IN ANY BUILDING OR STRUCTURE NOW OR HEREAFTER ERRECTED ON ANY LOT, PROVIDED THE OFFICES ARE USED SOLELY IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY OR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY, OR THE MANAGEMENT, RENTAL OR SALE OF ANY PART OF THE PROPERTY, OR OF IMPROVEMENTS NOW OR HEREAFTER ERRECTED THEREON AND PROVIDED THAT SUCH OFFICES SHALL BE REMOVED UPON COMPLETION OF SALES OR CONSTRUCTION AS THE CASE MAY BE.

24. VEHICLES

RECREATIONAL VEHICLES, BOATS, TRAILERS, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS.

25. CLOTHESLINE

NO EXTERIOR CLOTHES DRYER OR CLOTHES DRYING LINE SHALL BE ERRECTED, INSTALLED OR MAINTAINED ON ANY LOT OR ON ANY STRUCTURE THEREON.

26. EXTERIOR

RESIDENCES WITH THE IDENTICAL FRONT ARCHITECTURAL ELEVATION SHALL NOT BE VISIBLE ONE TO THE OTHER.

27. LOT SPLITS

NO LOT WITHIN THE SUBDIVISION SHALL BE FURTHER DIVIDED OR LOT SPLIT WITHOUT APPROVAL OF ARC AND CITY OF BROKEN ARROW, OKLAHOMA, AS REQUIRED BY LAW.

SECTION III. SET-BACK FROM STREETS

NO BUILDING, STRUCTURE, OR PART THEREOF SHALL BE ERRECTED OR MAINTAINED ON ANY LOT IN IRON HORSE RANCH BROKEN ARROW EXCEPT IN COMPLIANCE WITH THE SET-BACK LINES SET FORTH ON THE FACE OF THE PLAT.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN

APPROVED RES
PLOT PL

**RAUSCH
COLEMAN
HOMES**

Residential Plans Exposed
RAUSCH COLEMAN HOMES OF TULSA, LLC
10159 E. 11TH St., Suite 415
Tulsa, Oklahoma 74128
918-833-5005



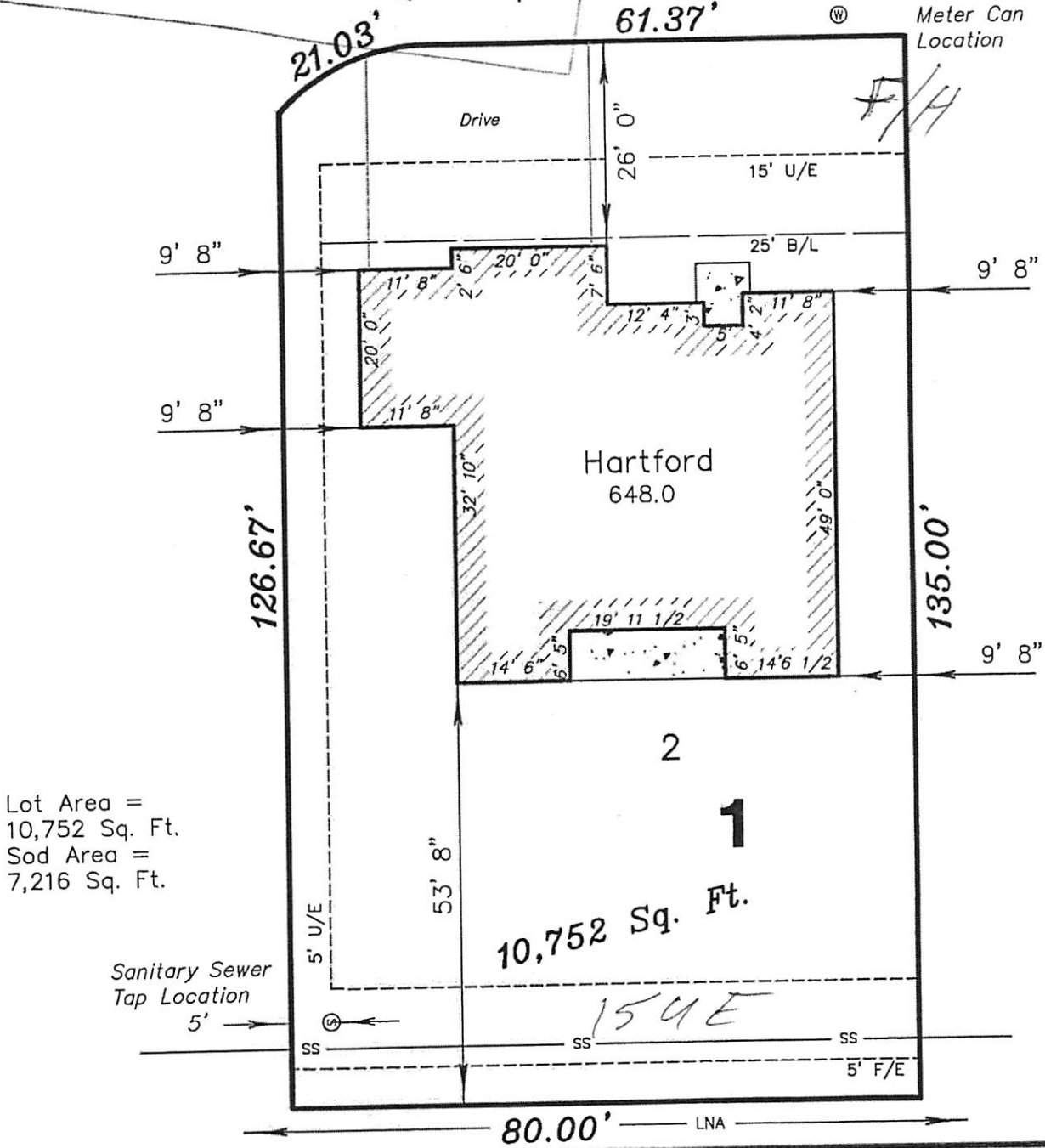
Scale: 1"=20'



Date 6-6-13
This approved plot plan
be **POSTED** onsite during all
phases of construction.

Iron Horse Ranch
2805 W Imperial St
Lot 2 of Block 1
W Imperial St

Water Service
Meter Can
Location



Lot Area =
10,752 Sq. Ft.
Sod Area =
7,216 Sq. Ft.



City of Broken Arrow

Fact Sheet

File #: 16-841, Version: 1

Broken Arrow Board of Adjustment

08-08-2016

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

Public hearing, consideration, and possible action regarding BOA 717, Kenwood Addition, Lot 1, Block 2, 0.30 acres, R-2, request to reduce the building line setback along both N. Kenwood Avenue and N. Highland Drive to accommodate the encroachment of the existing structure into the building line setback requirement, located one-half mile east of Elm Place, north of Kenosha Street at 1036 N. Kenwood Drive

Background:

Applicant: Ronald Whiting
Owner: Ronald Whiting
Developer: NA
Surveyor: James M. Powers
Location: One-half mile east of Elm Place, north of Kenosha Street at 1036 N. Kenwood Drive
Size of Tract 0.30 acres
Number of Lots: 1
Present Zoning: R-2
Comp Plan: Level 2

BOA 717 involves a request for a variance to reduce the front building setback line along both N. Kenwood Avenue and N. Highland Drive for an existing structure. Detailed dimensions have not been provided, but from the survey drawing submitted, the existing structure encroaches approximately 20 feet into the 25 foot building line setback along N. Highland Drive and approximately 15 feet into the 25 foot building line setback along N. Kenwood Drive. The home is located on Lot 1, Block 2 in the Kenwood Addition, one-half mile east of Elm Place, north of Kenosha Street at 1036 N. Kenwood Drive. According to the applicant, the home was constructed in 1950, the plat for Kenwood Addition was recorded in Tulsa County in June 1948.

On May 31, 2016 a survey for mortgage purposes was performed on the property, which found parts of the existing structure to be built over the 30-foot building setback line. The property is zoned R-2 which only requires a front setback of 25-feet, however the plat of the property shows 30-foot front building lines.

When this home was built in 1950, the property was not within the city limits of Broken Arrow. The property was annexed into the City Limits of Broken Arrow on January 17, 1983, with Ordinance 1053. The applicant, who is the current property owner, purchased the home in September 1994 and was not made aware of any

issues concerning the placement of the home. In addition, the applicant is one of several owners of the home since its construction. Applicant is in the process of selling this property, and the title company for the buyer has required that a variance be obtained from the City of Broken Arrow to remove the encroachment shown on the mortgage inspection report. Consequently, applicant requests a variance to reduce the building setback requirement along both N. Kenwood Avenue and N. Highland Drive to accommodate the encroachment of the existing structure into the 25-foot building line setback requirement of the R-2 zoning district.

For a variance to be granted, there are six conditions that must be found by the Board of Adjustment.

1. There are unique physical circumstances or conditions, such as irregularity, narrowness, or shallowness of lot, or exceptional topographical or other physical conditions peculiar to the affected property.

Analysis:

When this home was built in 1950, the subdivision was not within the city limits of Broken Arrow. The lot also has two frontage streets with the house positioned at an angle on the lot, which creates a new condition.

2. The unusual circumstances or conditions do not exist throughout the neighborhood or district in which the property is located.

Analysis:

No other structures in the neighborhood are known to encroach into the front building setback line. Due to the subdivision being built in 1950, before current zoning standards and being outside the city limits of Broken Arrow, the home and subdivision present unique zoning circumstances.

3. Such physical circumstances or conditions were not created by the applicant.

Analysis:

Discovery of the encroachments occurred as the applicant was in the process of selling the property. The applicant has lived in the home since 1994 and was not aware of the encroachments. According to the applicant, there have been several previous owners of the home since its construction.

4. Because of such physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of this Ordinance.

Analysis:

Without a variance to the setback line, the house will have to be partially or completely demolished. Because of the existing conditions, the property cannot be reasonably redeveloped in accordance with the provisions of this Ordinance, and this structure has been at this location since 1950.

5. The variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property.

Analysis:

A variance on this property would not alter the character of the neighborhood. According to the

applicant, the home has existed for approximately 66 years on the property. Demolishing all or part of the home would create a hardship on the owner and potentially alter the character of the neighborhood.

6. The variance, if granted, would be the minimum variance that will afford relief and is the least modification possible of the provisions of this Ordinance that are in question.

Analysis:

Granting a variance to reduce the building setback line along N. Kenwood Avenue and along N. Highland Drive to accommodate the existing structure will allow the structure to remain in the current placement on the lot and is the minimum variance required.

Attachments:

- Case map
- Aerial Photo
- Survey of 1063 N. Kenwood Drive
- Kenwood Addition plat
- Letter received July 1, 2016, from applicant
- Ordinance 1053
- 1975 Aerial
- General Warranty Deed
- Commitment for Title Insurance

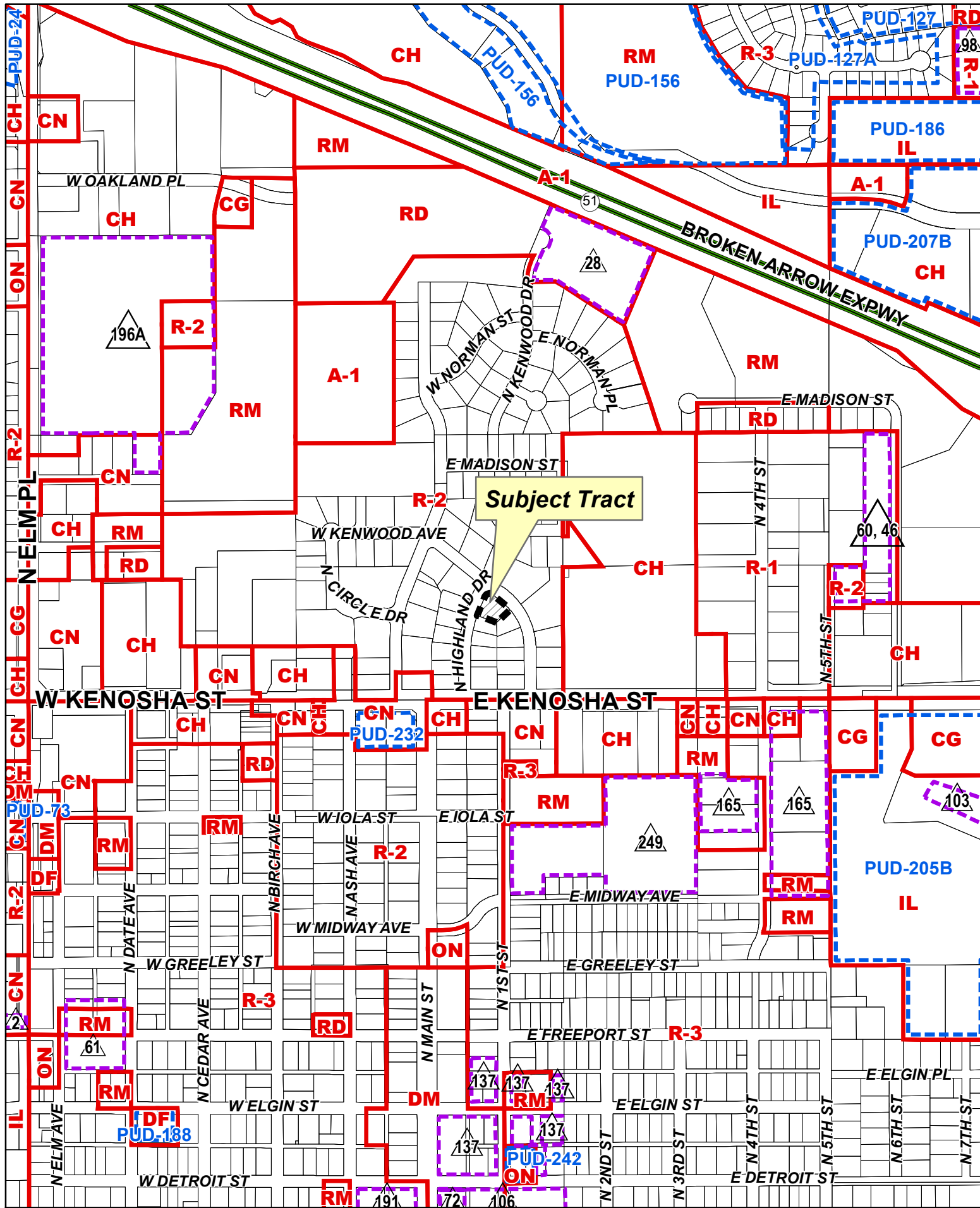
Recommendation:

By State law and by the City of Broken Arrow Zoning Ordinance, for a variance to be granted, all six conditions listed above must be met. In Staff's opinion, the request for a variance to reduce the building setback line for the existing structure along N. Kenwood Avenue and along N. Highland Drive meets the six conditions for the Board to grant a variance. Therefore, Staff recommends that BOA 717 be approved for the existing structure only. Any future additions onto the property shall be in compliance with the Zoning Ordinance.

Reviewed By: Farhad Daroga

Approved By: Michael W. Skates

FKD: ALY/BDM



Subject Tract

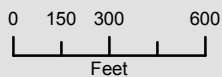


300' Radius



Subject Tract

BOA-717



02 18-14





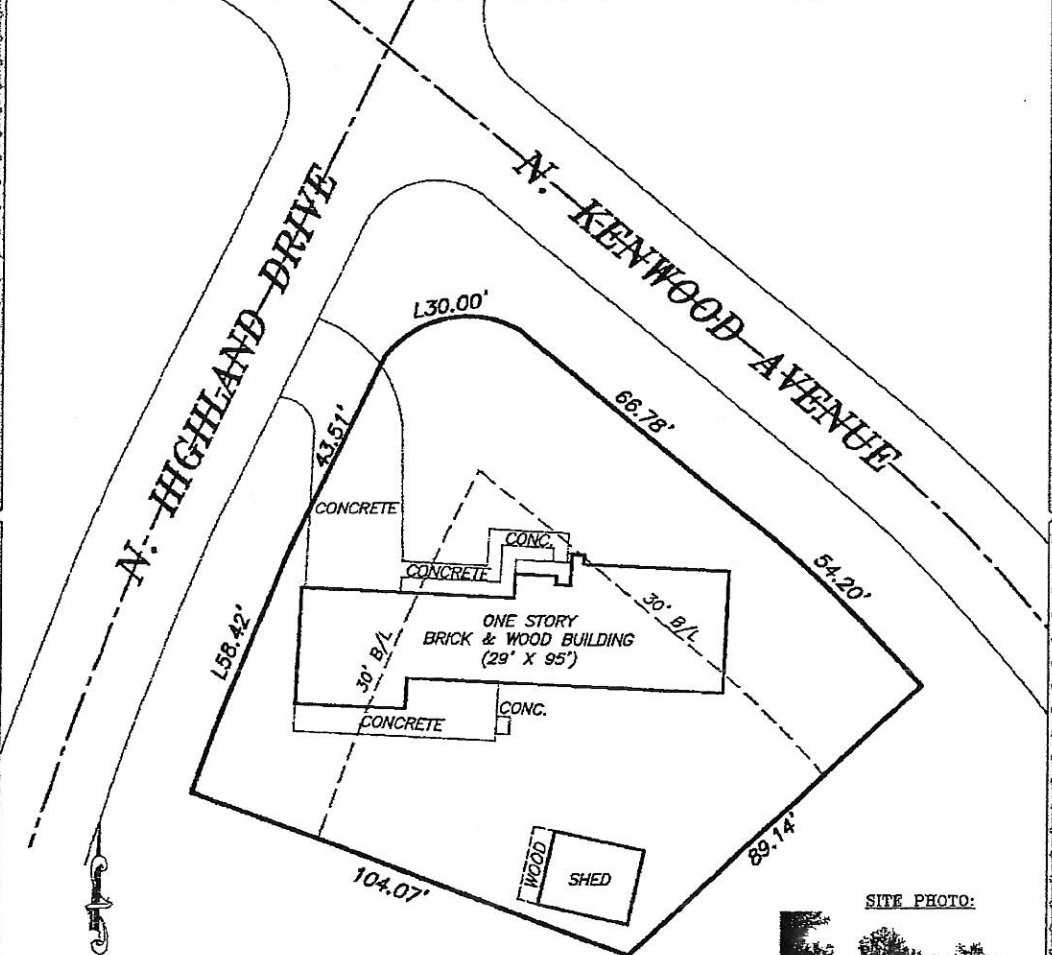
BOA 717
Kenwood Addition Lot 1, Block 2

300 150 0 300 Feet



PROPERTY ADDRESS: 1036 NORTH KENWOOD DRIVE, BROKEN ARROW, OK 74012

PROPERTY ADDRESS: 1036 NORTH KENWOOD DRIVE, BROKEN ARROW, OK 74012



SITE PHOTO:



SCALE: 1" = 30'



<u>EASEMENT LINE</u>	<u>ROAD CENTERLINE</u>
<u>FENCE LINE</u>	<u>SUBJECT BOUNDARY LINE</u>

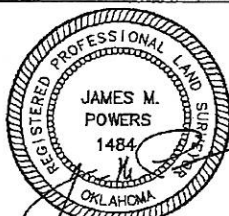
LOT ONE (1), BLOCK TWO (2), KENWOOD ADDITION TO THE CITY OF BROKEN
ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT THEREOF.

AS SHOWN WITHIN MAIN STREET TITLE COMPANY'S, LLC TITLE COMMITMENT No.: 1605057, BEARING AN EFFECTIVE DATE OF MAY 11 2016.

8) BOOK 1666, PAGE 95. DOES NOT AFFECT PROPERTY.

NOTES:

- 1) DIMENSIONS SHOWN HEREON ARE APPROXIMATE IN NATURE, MEASURED FROM THE FOUNDATION TO THE FENCE LINE.
- 2) BUILDING FOOTPRINT SHOWN HEREON IS APPROXIMATE IN NATURE AND DOES NOT INCLUDE THE ARCHITECTURAL FEATURES, IF ANY, OF THE BUILDING.



05/31/2016
SURVEY DATE: 05/23/16

THIS AERIAL PHOTO INSPECTION REPORT WAS PREPARED FOR MAIN STREET TITLE CO., INC. IT IS NOT A LAND OR BOUNDARY SURVEY PLAT, AND IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES. THE ACCOMPANYING SKETCH IS A TRUE REPRESENTATION OF THE CONDITIONS THAT WERE FOUND AT THE TIME OF THE INSPECTION, AND THE LINEAR AND ANGULAR VALUES SHOWN ON THE SKETCH, IF ANY, ARE BASED ON THE RECORD OR DEED INFORMATION AND HAVE NOT BEEN VERIFIED UNLESS NOTED.

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE(S) "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 40143C 0391 K, WHICH BEARS AN EFFECTIVE DATE OF 08/03/2009, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.



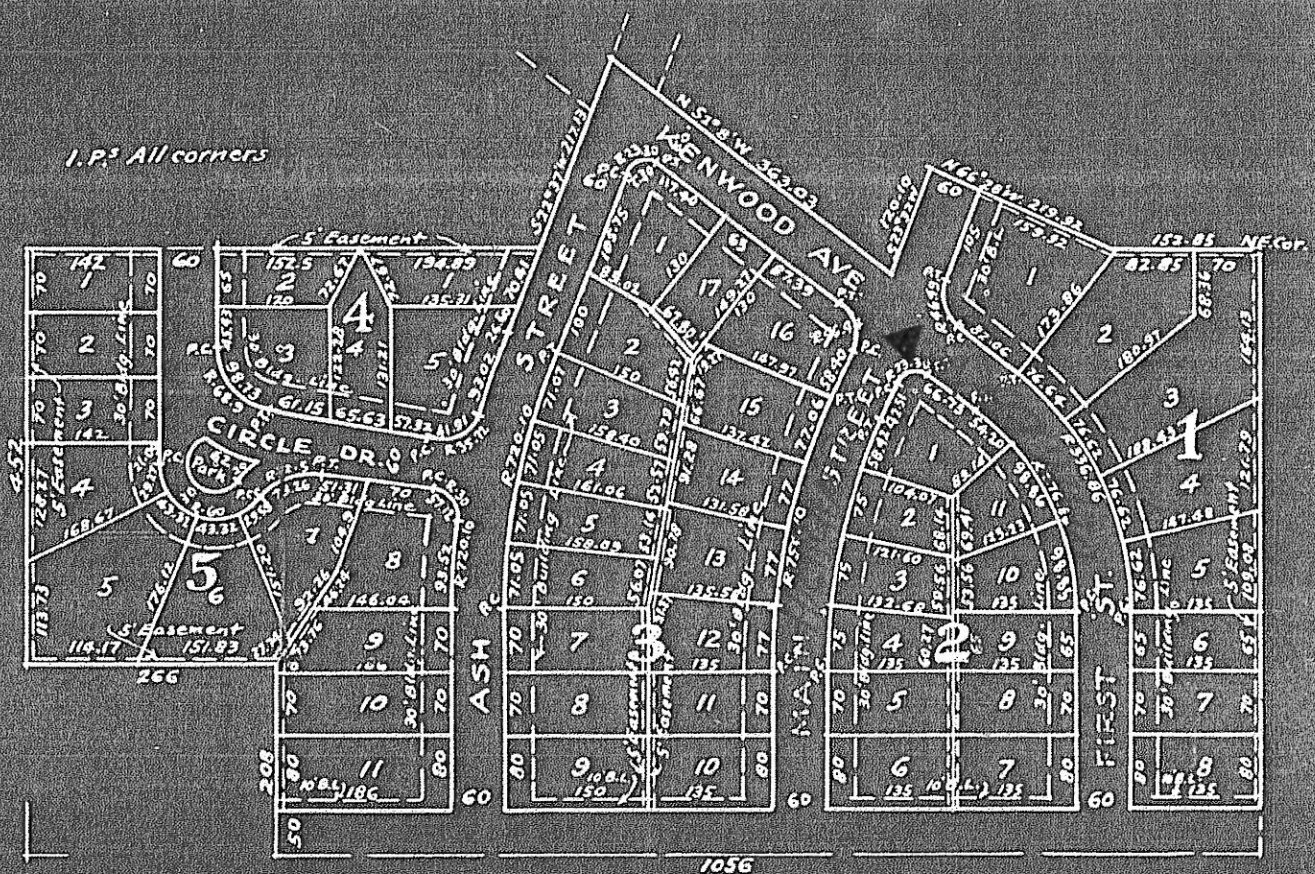
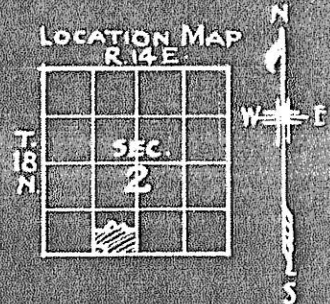
3126 S. Boulevard Street #343
Edmond, OK 73013-5308
Phone: 855-283-2333 / Fax: 405-947-

Phone: 855-283-2333 / Fax 405-947-8635
Email: info@LenderSurveys.com
Oklahoma CoA No.: 7462, Expires 06/30/17
J.N. 16317M - DRAWN BY: R.B.

BUYER: ROSS AND TWYLA MCCARTY

• KENWOOD ADDITION • TO BROKEN ARROW OKLAHOMA

SCALE 1"=200'



Variance Request notes:

Petitioner:

Ronald Whiting
1036 N Kenwood Drive
Broken Arrow, OK 74012

This proposal letter is to request and substantiate the request to grant of a Variance for a residence at **1036 N Kenwood Drive, also known as 1036 N Kenwood Ave** in Broken Arrow. The Variance requested is a to allow the residential home be recorded as built in 1950 over set back lines and added onto sometime in the 1960's over setback lines. The latest public record of note is an aerial photo on record in the City of Planning and Zoning from 1975 showing the roof line is there as it appears today in 2016.

The variance request is a requirement of the lender of a party that wishes to purchase my property to live there. I was not aware of the issues with selling a home until the survey and lending company made me aware. I've owned this home since 1994 and have not added onto the square footage of this home. I have remodeled the interior of the home and had the city inspect some of that work performed when it was required.

Since discovery of the setback lines has been brought to my attention I have made inquiry with the lender, title company representatives, and the City of Broken Arrow to find out everything we can about the property and the variance request procedures. I've met with Farhad Daroga, Brent Murphy, and Ray Whitley at City Hall on Monday June 27, 2016 to discuss all of the research and requirements for this property to help me to find out what could be done to record this home as legally set on the property.

This property has a 30 foot setback that appears to have been in effect when the actual building was first constructed in 1950. The survey done in May 31, 2016 shows that on the east end of the home the living room and both original bedrooms are over that 30 foot setback lines. The west side of the home shows that another bedroom and laundry room set over the 30 foot setback line as well. There was a variance application withdrawn sometime in 1967 or 1969 regarding a carport addition but it was never official filed or made part of public record. The property does not obstruct any street views of block any public access.

I've attached the Mortgage Inspection Report Survey, an aerial photo in public record from March 1975, and plot drawings from 6/24/1948 for the Kenwood Addition Record No 844.831, as well as a copy of my deed from 1994 as research documentation I've been able to compile to help you decide on the variance.

Thank you for your time and consideration,

Ronald Whiting
1036 N Kenwood Dr
Broken Arrow, OK 74012
918-935-4706

ORDINANCE NO. 1053

AN ORDINANCE ANNEXING A CERTAIN CONTIGUOUS TRACT OF LAND FORMING THE EAST HALF (E/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN IN WAGONER COUNTY, OKLAHOMA, AND TWENTY (20) TRACTS IN SECTIONS 2, 3, 10, 11, 12, 14, 21, 23, AND 35, ALL IN TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN IN TULSA COUNTY, OKLAHOMA, TO THE CITY LIMITS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE BROKEN ARROW CITY COUNCIL:

SECTION I. That the following described tract of land lying adjacent to the present corporate limits of the City of Broken Arrow in Wagoner County, to-wit:

The East Half (E/2) of the Northwest Quarter (NW/4) of Section 31, Township 19 North, Range 15 East,

be and the same is hereby annexed to the City of Broken Arrow, Oklahoma, and the corporate limits of said City are hereby extended to include the above described tract of land. After the effective date of this ordinance, all property located therein, and all persons residing or otherwise occupying the land shall be subject to the jurisdiction of this City and all laws made pursuant thereto.

SECTION II. That the following twenty (20) described tracts of land lying adjacent to the present corporate limits of the City of Broken Arrow in Tulsa County, to-wit:

Tract 1. Blocks 1, 2, and 3, Kenwood Addition to the City of Broken Arrow,

Tract 2. Lots 15 and 16, Northview Addition, all in Section 2, Township 18 North, Range 14 East, Tulsa County, Oklahoma,

Tract 3. Lots 1 through 10 inclusive, Block 1, and Lots 1 through 11 inclusive, Block 2, Parkview Addition of the City of Broken Arrow, Oklahoma,

Tract 4. A part of the South Half (S/2) of Section 2, described as commencing at a point 1,310 feet North and 2,009.67 feet East of the Southwest Corner of said Section 2; thence South 00° 10.6207' W, a distance of 238.39 feet to the POINT OF BEGINNING; thence 89° 40.3793' E, a distance of 60 feet; thence South 00° 10.6207' W, a distance of 97.49 feet; thence South 23° 32' W, a distance of 28.85 feet; thence South 52° 08' E, a distance of 303.03 feet; thence South 23° 32' W, a distance of 14.90 feet; thence South 23° 32' W, a distance of 120.10 feet; thence North 52° 08' W, a distance of 363.03 to a point on the Western boundary of Ash Street at its intersection with Kenwood Avenue; thence Northerly along the Western boundary of Ash Street to the POINT OF BEGINNING,

STATE OF OKLAHOMA }
COUNTY OF WAGONER } ss
Filed for Record in this Office of the
COUNTY CLERK AND RECORDED

JAN 19 1983

AT 3:00 PM
JERRY FIELDS County Clerk
By Betty White Deputy

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

1983 JAN 26 AM 10:23

ANITA NESBITT
COUNTY CLERK

PUBLISHED 1-21-83
BY Daily Ledger
AND VOTE RECORDED IN THE
CITY COUNCIL MINUTES OF
1-17-83 PAGE 3

Tract 5. Commencing at the Northeast corner of Lot 3, Block 1, Kenwood Addition to the City of Broken Arrow, Oklahoma; thence due West 25 feet; thence North $00^{\circ} 10.67078'$ E a distance of 150 feet; thence due East a distance of 25 feet; thence Southerly along the Eastern boundary of the West Half (W/2) of Section 2, a distance of approximately 150 feet to POINT OF BEGINNING,

Tract 6. Beginning at a point 1,310 feet North and 2,636.87 feet East of the Southwest corner of said Section 2; thence due East 25 feet; thence Southerly along the Western boundary of the East Half (E/2) of Section 2, a distance of 130 feet; thence due West a distance of 25 feet; thence North $00^{\circ} 10' .6207''$ E a distance of 130 feet to POINT OF BEGINNING,

Tract 7. Lot 43, Block 4 in Vacation Center Addition to the City of Broken Arrow, Oklahoma,

Tract 8. Blocks 1, 2, 3, 4, and 5 of Highway Addition to the City of Broken Arrow, Oklahoma.

Tract 9. All that portion of the MK&T right-of-way in the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section 11.

Tract 10. Block 3, Moundview Addition to the City of Broken Arrow, Oklahoma, also known as Flo-Dor-Gy Heights Addition to the City of Broken Arrow, Oklahoma,

Tract 11. The Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section 11, less and except the tract of land beginning 50 feet North and 30 feet West of the Southeast corner of the Northeast Quarter of the Southeast Quarter (SE/4) of Section 11; thence West 797.67 feet; thence North 601 feet; thence East 213.67 feet; thence South 75 feet; thence East 584 feet; thence South 526 feet to the POINT OF BEGINNING,

Tract 12. All that portion of the South Half (S/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section 11, less and except the tract of land described as beginning in the Southwest corner of Block 3, Moundview Addition to the City of Broken Arrow, Tulsa County, Oklahoma; thence South 420 feet; thence East 300.8 feet; thence North 220 feet; thence East 280; thence North 140 feet; thence East 57.2 feet; thence North 60 feet to the Southeast corner of said Block 3 in Moundview Addition; thence West 638 feet to the POINT OF BEGINNING,

Tract 13. The West Half (W/2) of the East Half (E/2) of the East Half (E/2) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section 12, Township 18 North, Range 14 East,

Tract 14. Lemon Addition to the City of Broken Arrow, Oklahoma,

Tract 15. Broken Arrow Heights Addition to the City of Broken Arrow, Oklahoma.

Tract 16. The North Half (N/2) of the West Half (W/2) of the East Half (E/2) of the Northwest Quarter (NW/4), and the North Half (N/2) of the East Half (E/2) of the West Half (W/2) of the Northwest Quarter (NW/4), all in Section 14, Township 18 North, Range 14 East,

Tract 17. A tract of land beginning 2,122 feet South of the Northeast corner of the Southwest Quarter (SW/4) of Section 14, Township 18 North, Range 14 East; thence West 668 feet; thence South 219 feet; thence East 668 feet; thence North 219 feet to the POINT OF BEGINNING,

Tract 18. The Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of Section 21, Township 18 North, Range 14 East,

Tract 19. The South Half (S/2) of Lot 3, Block 8, Arrow Acres Extended, Section 23.

Tract 20. All of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section 35 less and except a tract beginning in the Southwest corner of said Southwest Quarter (SW/4) of the Northwest Quarter (NW/4); thence due North along the West line of said Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) for 1,173.48 feet; thence North 89° 53' 55" E for 1,318.83 feet to a point on the East line of said Southwest Quarter (SW/4) of the Northwest Quarter (NW/4); thence South 00° 01' 47" E along the East line of said Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) for 1,173.39 feet; thence South 89° 56' 41" W for 1,319.44 feet to the POINT OF BEGINNING; the tract being annexed contains 4.4644 acres, more or less,

be and the same are hereby annexed to the City of Broken Arrow, Oklahoma, and the corporate limits of said City are hereby extended to include the above described tracts of land. After the effective date of this ordinance, all property located therein, and all persons residing or otherwise occupying the lands shall be subject to the jurisdiction of this City and all laws made pursuant thereto.

SECTION III. This ordinance is enacted (1) to create a record of annexation for lands which have previously been annexed, but the record concerning which has been lost; or (2) to annex land which was previously intended to be annexed, but inadvertently omitted from the ordinances of annexation.

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

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

PASSED AND APPROVED and the emergency clause ruled upon separately this 17th day of January, 1983

DATED this 17th day of January, 1983

ATTEST:

(seal) City Clerk
APPROVED:

City Attorney

Mayor



P.C. MARCH 1975 SEC. 2, T-18-N, R-14-E

1036 NORTH KENWOOD AVENUE

MAILING ADDRESS: BROKEN ARROW, OKLAHOMA 74012

(For Filing Only)

1053134

GENERAL WARRANTY DEED

(WITH SURVIVORSHIP CLAUSE)

THIS INDENTURE, Made this 30TH day of SEPTEMBER, 19 94

between LARRY R. LENARD A/K/A LARRY RAY LENARD, A SINGLE
PERSON AND CATHY A. LENARD A/K/A CATHY ANN LENARD, A SINGLE
PERSON

Part IES of the first part, and RONALD J. WHITING AND LISA B. WHITING,
HUSBAND AND WIFE

with the right of survivorship as hereinafter set out, part IES of the second part.

WITNESSETH: That in consideration of the sum of TEN AND NO 100/00
\$10.00 DOLLARS

and other good and valuable considerations, receipt whereof is hereby acknowledged, said part IES of the first part do
by these presents grant, bargain, sell and convey unto RONALD J. WHITING AND LISA B. WHITING, HUSBAND
AND WIFE

, as joint tenants,
and not as tenants in common, on the death of one the survivor, the heirs and as signs of the survivor, to take the entire fee simple
title, the following described real estate situated in TULSA County, State of Oklahoma, to-wit:

Lot One (1), Block Two (2), KENWOOD ADDITION to the City of Broken Arrow, Tulsa
County, State of Oklahoma, according to the recorded Plat thereof.

TO HAVE AND TO HOLD the same as joint tenants, and not as tenants in common, with the fee simple title in the
survivor, the heirs and assigns of the survivor, together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in any wise appertaining forever.

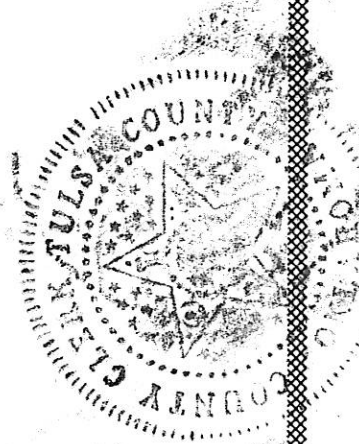
AND said PartIES of the first part, THEIR heirs, successors,
grantees, executors, and administrators, do THEY hereby covenant and agree to and with said parties of the second part
that, at the delivery of these presents, THEY is/are lawfully seized of an absolute and indefeasible estate of inheritance
in fee simple, of and in, all and singular, the above granted and described premises, with appurtenances; that the same are free,
clear and discharged and unencumbered of and from all former and other grants, titles, charges, judgments, estates, taxes, assessments
and encumbrances of whatsoever nature and kind, EXCEPT: Easements and building restrictions of record and special
assessments not yet due;

and that part IES grantor will
WAR ANT AND FOREVER DEFEND the same unto said part IES of the second part, their heirs, successors and assigns
against said part IES of the first part, THEIR heirs, successors and assigns, and all and every person or persons whomsoever
lawfully claiming, or to claim the same.

IN WITNESS WHEREOF, part IES of the first part ha VE executed or caused to be executed, this instrument the day
and year first above written.



Larry R. Lenard
LARRY R. LENARD
Cathy A. Lenard
CATHY A. LENARD



5662 1973



COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Effective Date: May 11, 2016 at 7:59 a.m.

Order No. 1605057

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy (2006)

Amount \$147,500
Premium \$75

Proposed Insured: **Ross McCarty and Twyla McCarty**

(b) ALTA Lender's Policy (2006)

Amount \$118,000
Premium \$515

Proposed Insured: **TTCU The Credit Union, its successors and/or assigns, as their interests may appear**

3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

Ronald J. Whiting

Acquired by Quit Claim Deed filed 10/23/2012 as Document #2012104336

4. The land referred to in this Commitment is described as follows:

Lot One (1), Block Two (2), KENWOOD ADDITION to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

Main Street Title Company, LLC

Countersigned at Tulsa, Oklahoma

Phone: (918) 933-4136

By

Order No. 1605057

This Commitment is invalid unless the insuring provisions and Schedules A and B are attached.

CITY OF BROKEN ARROW

JUL 01 2016

RECEIVED

Old Republic Title Insurance Company
Schedule B- Section 1
Requirements

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
3. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contractor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Also, obtain a Seller's affidavit stating that no outstanding court judgments, contracts, or liens exist which may affect subject property.
4. Satisfactory Affidavit of Possession executed by the seller(s) or mortgagor(s) as may be appropriate.
5. Receipt of satisfactory plat of survey of the improved property showing all facts necessary to establish that the property is free of violations of restrictions or other adverse physical matters.
6. Have surveyor show the exact location of the easements or rights-of-ways shown under Schedule B, Section 2.
7. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder, including a copy of the document(s) relied upon by the Notary Public for identification of such parties must be furnished.
8. Obtain and record a release of mortgage from MERS, Inc., as nominee for Frontier State Bank, A State Bank, dated 10/28/2013, filed 11/4/2013 as Document #2013109938, in the amount of \$110,856.00.
9. Obtain a variance from the City of Broken Arrow to remove the encroachment shown on the mortgage inspection report.
10. Obtain evidence that any and all special assessments by the City of Broken Arrow have been paid.
11. Obtain evidence that any and all homeowners association dues have been paid, or evidence that a homeowners association does not exist.
12. Obtain an UCC search as to Ronald Whiting, and have any liens found terminated.
13. Obtain and record a stray instrument affidavit to remove any cloud created by the Quit-Claim Deed executed by Cathy A. Brimer, a single person in favor of Cathy A. Brimer, Trustee of the Cathy A. Brimer Trust dated April 27, 2016, dated 4/27/2016, filed 5/4/2016 as Document #2016041608.
14. Obtain and record a Warranty Deed from Ronald J. Whiting, stating marital status and joined in by spouse, if any, in favor of Ross McCarty and Twyla McCarty.

CITY OF BROKEN ARROW

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Old Republic Title Insurance Company

Schedule B- Section 2

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are satisfied in the sole discretion of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Those taxes and special assessments which become due and payable subsequent to Date of Policy.
3. Liens that affect the title to the estate or interest shown in Schedule A, but that are subordinate to the lien of the insured mortgage.
4. Rights or claims of parties in possession of the described property that are not shown by public records or the examined abstract.
5. All lease, grant or reservation of oil, gas, coal, metallic ores, other minerals or subterranean water in, underlying or appurtenant to the land, together with all rights, privileges, and estates relating thereto.
6. Easements, or claims of easements, not shown by the public records, encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
7. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
8. Right of Way Easement in favor of Public Service Company of Oklahoma filed 8/31/1946 in Book 1666, Page 95.
9. Easements, covenants, conditions, setback lines and restrictions as set forth in the Plat, Deed of Dedication and Owner's Certificate of Dedication and Bill of Assurance filed 6/24/1948 as Plat 1411, Amendment filed 1/6/1956 in Book 2647, Page 358, or in any other instrument creating the estate or interest insured by this policy, and in any other allied instrument referred to in any of the instruments aforesaid, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violated 42 USC 3604(c).
10. A Mortgage Inspection Report issued by Red Plains Lender Surveys reveals the dwelling encroaches within the 30 foot setbacks set forth on the plat. The Company requires a variance be obtained from the City of Broken Arrow, or other evidence the city does not object to the encroachment.

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